



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
APRIL 25, 2023
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2451 409 3997 and password: 1234.

Please refer to the Council Agenda & Minutes web page for additional ways to submit comments.

Approval of the Minutes of the (1) City Council Work Session of April 11, 2023; and (2) City Council Meeting of April 11, 2023.

PRESENTATIONS

1. Proclamation to recognize Arbor Day 2023.
2. Asian and Pacific American Heritage Month Proclamation

AGENDA APPROVAL

3. Approval of the Agenda
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. A request for a one year time extension of land use approvals for a 4 story, 55 unit multi-family development at 7700 Pillsbury Avenue South.

Staff Report No. 47
 - B. Consider a resolution approving the issuance of \$10 million in revenue bonds by the Housing and Redevelopment Authority for the benefit of the Upper Post Flats housing development; and delegating authority to conduct a public hearing related to this matter to the Housing and Redevelopment Authority.

Staff Report No. 48
 - C. Consider the approval of the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement (JPA) with Richfield Department of Public Safety/Police for access to the Criminal Justice Data

Communications Network (CJDN) and the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

Staff Report No. 49

- D. Consider the approval of an agreement allowing Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Staff Report No. 50

- E. Consider approval for the city of Richfield to enter into an agreement with Independent School District No. 280 to administer their 2023 School Board Election.

Staff Report No. 51

- F. Consider the approval of the bid tabulation and award a contract to Visu-Sewer, Inc., for the 2023 Sanitary Sewer Rehabilitation Program in the amount of \$670,830.80 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

Staff Report No. 52

- G. Consider the approval of a contract agreement between the City of Richfield and Spohn Ranch, Inc., in the amount of \$180,000, to design and construct an expansion of the current skate park at Augsburg Park in 2023 and authorize staff to execute the agreement and oversee the project.

Staff Report No. 53

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

RESOLUTIONS

6. Consider approval of a Resolution amending 2023 License, Permit, and Miscellaneous Fees pursuant to the provisions of Appendix D of the Ordinance Code of the city of Richfield.

Staff Report No. 54

CITY MANAGER'S REPORT

7. City Manager's Report

CLAIMS AND PAYROLLS

8. Claims and Payroll

COUNCIL DISCUSSION

9. Hats Off to Hometown Hits

10. 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 612-861-9739.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

April 11, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 6:31 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Sharon Christensen, Simon Trautmann, Sean Hayford Oleary

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Dustin Leslie, City Clerk; Scott Kulzer, Administrative Analyst; Kristin Asher, Public Works Director; Russ Lupkes, Utilities Superintendent; and Chris Swanson, Management Analyst

ITEM #1	PUBLIC WORKS ADMINISTRATIVE ANALYST, SCOTT KULZER, WILL BRIEFLY PRESENT THE FRAMEWORK FOR A PROPOSED PROGRAM THAT WOULD ALLOW RICHFIELD PROPERTY OWNERS TO HAVE CHARGES RESULTING FROM THE REPAIR OR REPLACEMENT OF PRIVATE SANITARY SEWER SERVICE LINES APPLIED TO THE PARCEL'S PROPERTY TAXES VIA SPECIAL ASSESSMENT
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City Manager Rodriguez introduced the topic and Administrative Analyst Kulzer to Council.

Administrative Analyst Kulzer gave the report to Council including background information, sewer line issues, common repair options, details about the special assessment program, and considerations for approval.

Mayor Supple asked if bad soil quality could affect the sewer lines and if parts of the city with poor soil quality have more issues. Public Works Director Asher stated the problem areas are scattered and not affected by soil quality.

Council Member Trautmann asked if instead of charging interest, if staff could charge a fee so Muslim residents could participate in the program. Administrative Analyst Kulzer stated they could make that change.

Mayor Supple read a statement from absent Council Member Whalen who stated he fully supported the program and wrote about personal experiences he had with having to replace a sewer line.

Council Member Hayford Oleary asked if the program was only for emergency repairs or if residents could request proactive repairs. Administrative Analyst Kulzer stated residents could participate in the program proactively.

Council Member Hayford Oleary asked if the 5-year payment plan was the default option and why that was chosen. Administrative Analyst Kulzer stated the 5-year payment plan was easiest to administer and track.

Council Member Hayford Oleary suggested the city promote the program to residents rather than just work with residents who called in with sewer line issues. He stated that some residents may not think to contact City Hall for help when they have sewer line issues.

Council Member Hayford Oleary asked if there was any risk of contractors taking advantage of residents knowing the city has this program available. Utilities Superintendent Lupkes stated staff would advise residents to stay local when receiving quotes but there was a risk of contractors raising prices to take advantage of people. Administrative Analyst Kulzer stated they would encourage residents to get multiple quotes. City Manager Rodriguez suggested having staff make multiple quotes a requirement.

Mayor Supple stated she was grateful for staff coming up with a way to help residents with financial hardships.

Council Members came to consensus and stated they supported the program with the 5-year plan.

Administrative Analyst Kulzer gave a short update on the city's Emerald Ash Borer program. He stated he has received interest from about 30 residents so far. He further stated there would be a Council memo regarding the program in the next month.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:54 pm

Date Approved: April 25, 2023

Mary B. Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

April 11, 2023

CALL TO ORDER

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

Council Members Present: Mary Supple, Mayor; Sharon Christensen; Simon Trautmann; and Sean Hayford Oleary

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Sack Thongvanh, Assistant City Manager; Chris Swanson, Management Analyst; and Dustin Leslie, City Clerk

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple reviewed the options to participate:

- Participate live by calling 1-415-655-0001 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfieldmn.gov

Susan Sandahl, 6600 Lyndale Avenue South, #801, presented an update on the Richfield Eco Fair being held on Saturday, April 15 from 10 a.m. to 3 p.m. at Richfield High School. She noted the fair was free; there would be 30 vendors in attendance; guest speakers; door prizes; a kid's area; and snacks available. She thanked the City for their co-sponsorship as well as Richfield Vision for their major support along with a special thank you to Rachel Lindholm, the City's Sustainability Specialist.

APPROVAL OF MINUTES

M/Hayford Oleary, S/Christensen to approve the minutes of the: (1) Special City Council Work Session of March 25, 2023; (2) City Council Work Session of March 28, 2023; and (3) City Council Meeting of March 28, 2023.

Motion carried: 4-0

ITEM #1	APPROVAL OF THE AGENDA
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M/Trautmann, S/Christensen to approve the agenda.

Motion carried: 4-0

ITEM #2	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- A. Consider a request for site plan approval at 817 – 66th Street East for an optometrist clinic. (Staff Report No. 40)

**RESOLUTION NO. 12081
RESOLUTION APPROVING A SITE PLAN FOR AN OPTOMETRY CLINIC
AT 817 – 66TH STREET EAST**

- B. Consider adoption of a resolution requesting an advance payment of Municipal State Aid (MSA) Street Funds to collect funds available for the completion of ongoing and upcoming projects. (Staff Report No. 41)

**RESOLUTION NO. 12082
RESOLUTION AUTHORIZING AN ADVANCE OF 2023
MUNICIPAL STATE AID STREET FUNDS**

- C. Consider the approval of a bid tabulation and aware of contract to Corrective Asphalt Materials, LLC for the 2023 Maltene Pavement Rejuvenation Project in the amount of \$100,700 and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration. (Staff Report No. 43)
- D. Consider the approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's A Toast to Richfield event to take place on Thursday, May 11, 2023, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South. (Staff Report No. 44)

M/Trautmann, S/Hayford Oleary to approve the consent calendar.

Motion carried: 4-0

ITEM #3	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #4	CONSIDER THE ADOPTION OF A RESOLUTION APPROVING THE CONTRACT WITH THE LABOR OF TRADES LOCAL 49 FOR THE PERIOD JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT. (STAFF REPORT NO. 45)
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Council Member Christensen presented Staff Report 45.

Assistant City Manager Thongvanh gave a brief history and reviewed the union negotiation process.

Mayor Supple asked if they were under the old contract before this and now they were going to retroactively go back to January 1 and were they working under an expired contract. Assistant City Manager Thongvanh responded that was correct.

M/Christensen, S/Trautmann to adopt a resolution approving the contract with the Labor of Trades Local 49 for the period January 1, 2023 through December 31, 2023 and authorize the City Manager to execute the Agreement.

**RESOLUTION NO. 12083
RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE CITY OF
RICHFIELD AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49
BARGAINING UNIT FOR YEAR 2023**

Motion carried: 4-0

ITEM #5	CONSIDER THE APPOINTMENTS TO CITY ADVISORY BOARD AND COMMISSIONS AND THE RICHFIELD TOURISM AND PROMOTION BOARD (RTPB) (STAFF REPORT NO. 46)
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Council Member Trautmann presented Staff Report 46.

M/Trautmann, S/Christensen to appoint the appointment of the members to fill the expiring or vacant terms of the City Advisory Board and Commissions and the Richfield Tourism and Promotion Board that are referenced in the list attached to Council's packet.

Mayor Supple thanked the applicants for applying for these positions.

Council Member Trautmann noted there are other City committees who are looking for volunteers also.

Motion carried: 4-0

ITEM #6	CITY MANAGER'S REPORT
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City Manager Rodriguez stated she had no report.

ITEM #7	CLAIMS AND PAYROLL
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M/Trautmann, S/Hayford Oleary that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>04/11/2023</u>
A/P Checks: 313586 - 313702	\$656,830.90
Payroll: 177540 - 177838	<u>\$776,029.73</u>

TOTAL	\$1,432,860.63
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Motion carried: 4-0

ITEM #8	HATS OFF TO HOMETOWN HITS
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Council Member Trautmann stated the Gene and Mary Jacobson Outstanding Citizen of the Year Award was now open for nominations through the Human Rights Commission. Nominations can be made on the City's website.

Council Member Hayford Oleary noted the Adopt a Drain program was ongoing and was looking for people to help.

Council Member Christensen shouted out to the Public Works Department for their work during the recent "mini" blizzard.

Mayor Supple stated she had an inquiry from a resident regarding ways to clear up the trees/branches that were down from the storm. She noted the yard waste program started April 15 and that might be one of the options for people who had smaller debris in their yard. She summarized what could be placed in the yard containers. She indicated for those residents who did not have the yard waste program, they can get the pay per bag service and they can contact the City or hauler to add the service. For larger debris, the City does not provide that service, but there are several services throughout the Metro area that do provide this type of service.

Mayor Supple stated she had recently taken a class at the Augsburg library and it was a fabulous program. She thanked Karina Kelton Marin who received a grant from the Minnesota Humanities Center for a Cultural and Spanish Literacy curriculum for Richfield and Bloomington youth.

Mayor Supple noted today was the Grand Opening ribbon cutting for the Memorial Blood Centers located at the Woodlake Center, 6601 Lyndale Avenue.

ITEM #9	ADJOURNMENT
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M/Trautman, S/Christensen to adjourn the meeting at 7:25 p.m.

Motion carried: 4-0

Date Approved: April 25, 2023

Mary B. Supple
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager

AGENDA SECTION:

PRESENTATIONS

AGENDA ITEM #

1.



CITY COUNCIL MEETING 4/25/2023

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
4/17/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/18/2023

ITEM FOR COUNCIL CONSIDERATION:

Proclamation to recognize Arbor Day 2023.

EXECUTIVE SUMMARY:

RECOMMENDED ACTION:

BASIS OF RECOMMENDATION:

- A. **HISTORICAL CONTEXT**
- B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- C. **CRITICAL TIMING ISSUES:**
- D. **FINANCIAL IMPACT:**
- E. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
2023 Arbor Day Proclamation	Backup Material



Proclamation of the City of Richfield

WHEREAS, Arbor Day will be celebrated nationwide on Friday, April 28th, and will provide people across the nation an opportunity to celebrate the importance of trees and forests to our economy, culture, history, and future; and

WHEREAS, Arbor Month is celebrated in Minnesota during the month of May, to promote the value and planting of trees; and

WHEREAS, Arbor Day 2023 marks the 151st Anniversary of the original United States Arbor Day celebration held on April 10th, 1872 in Nebraska City, Nebraska; and

WHEREAS, Trees are of great value as they provide clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs while reducing stormwater runoff and capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and

WHEREAS, Properly planting and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of diseases, insects, and other stressors such as climate change and providing long-term community and environmental benefits; and

WHEREAS, Thoughtfully choosing, planting, and caring for a diverse mix of trees now supports resilient communities into the future; and

WHEREAS, Arbor Day will be celebrated in conjunction with Earth Day by the City of Richfield through a park clean-up event at Veterans Park being held on April 27th.

NOW, THEREFORE, I, MARY SUPPLE, Mayor of the City of Richfield, do hereby proclaim April 28th, 2023 as Arbor Day in the City of Richfield as a way of promoting tree stewardship and mindful choices to help preserve and enhance our urban forest.

PROCLAIMED this 25th day of April, 2023.

Mary Supple, Mayor

AGENDA SECTION:

PRESENTATIONS

AGENDA ITEM #

2.



CITY COUNCIL MEETING

4/25/2023

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/18/2023

ITEM FOR COUNCIL CONSIDERATION:

Asian and Pacific American Heritage Month Proclamation

EXECUTIVE SUMMARY:

RECOMMENDED ACTION:

BASIS OF RECOMMENDATION:

- A. **HISTORICAL CONTEXT**
- B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- C. **CRITICAL TIMING ISSUES:**
- D. **FINANCIAL IMPACT:**
- E. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Proclamation	Backup Material



Proclamation of the City of Richfield

WHEREAS, Asian and Pacific American Heritage Month, from May 1st through May 31st, pays tribute to Asian and Pacific Americans, the fastest-growing ethnic minority group in the United States of America, for their contributions to the United States of America and to celebrate the culture and history of these groups; and

WHEREAS, May was designated as Asian and Pacific American Heritage Month because of the first documented arrival of Japanese immigrants to the United States on May 7, 1843, and the completion of the first transcontinental railroad on May 10, 1869, which was completed mostly by Chinese immigrant laborers; and

WHEREAS, the first documented arrival of an Asian or Pacific Islander to Minnesota occurred in Duluth, Minnesota in 1875; and

WHEREAS, Minnesota has provided asylum and relocation for many Asian refugees, from the Vietnamese, Laotians, Cambodians and Hmong in the 1970's and 1980's, and Tibetans and Karen peoples during the 1990's, while other Asian and Pacific Islanders have immigrated to Minnesota in their pursuit of opportunities and freedom; and

WHEREAS, at least 5.4% of the population in Richfield is of Asian or Pacific Islander origin, according to 2021 estimates by the U.S. Census Bureau; and

WHEREAS, Asian and Pacific Americans have been subjected to discriminatory treatment throughout their time in the United States, including the wrongful internment of Japanese-Americans during World War II and recent irrational blame for COVID-19; and

WHEREAS, Asian and Pacific Americans have made the United States a better nation through their hard work, initiative, creativity and sharing of their cultural heritage, and deserve to be recognized for their achievements and participation in our civic life; and

WHEREAS, the Richfield Human Rights Commission supported a proclamation celebrating Asian and Pacific American Heritage Month at its April 4, 2023, meeting; and

NOW, THEREFORE, I, MARY SUPPLE, Mayor of the City of Richfield, do proclaim the month of May as Asian and Pacific American Heritage Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Asian and Pacific Islander Americans throughout the year.

PROCLAIMED this 25th day of April 2023.

Mary B. Supple, Mayor



STAFF REPORT NO. 47
CITY COUNCIL MEETING
4/25/2023

REPORT PREPARED BY: Sam Crosby, Planner II

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
4/13/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/18/2023

ITEM FOR COUNCIL CONSIDERATION:

A request for a one year time extension of land use approvals for a 4 story, 55 unit multi-family development at 7700 Pillsbury Avenue South.

EXECUTIVE SUMMARY:

In May of 2022, MWF Properties was granted a Comprehensive Plan Amendment (from Medium Density Residential to High Density Residential); a rezoning from Mixed Use Neighborhood (MU-N) to Planned Mixed Use (PMU); a Planned Unit Development (PUD), Final Development Plan (FDP), and Conditional Use Permit (CUP). The project, called Richfield Flats, provides affordable housing in a mix of unit types.

The Comprehensive Plan Amendment and the rezoning do not have an expiration date associated with them, but per the Zoning Code, the PUD, FDP and CUP all expire if the project is not substantially underway within one year. The proposed time extension will allow MWF Properties a second attempt to secure tax credits as a funding source, as their July 2022 request was not awarded.

RECOMMENDED ACTION:

By motion: Approve the attached resolution granting a one year time extension for land use approvals at 7700 Pillsbury Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The subject site was originally the City Garage/Public Works facility offices.
- MWF Properties started working with the Housing and Redevelopment Authority (HRA) in 2019 towards developing 55 units of work force housing on the site.
- The conceptual plans were presented at a joint City Council/HRA/Planning Commission work session on October 18, 2021.
- A neighborhood meeting was held on April 13, 2022.
- At their April 25, 2022 meeting, the Planning Commission unanimously recommended approval of the project with conditions.
- The first reading was held April 26, 2022.
- On May 10, 2022, the City Council approved the project (4-0).

- The Comprehensive Plan Amendment was approved by the Metropolitan Council in July of 2022.

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

- To the best of staff's knowledge, there has been no change, either politically or physically, that would warrant the re-evaluation of this request.
- Land use policies for the property and area have not changed since the approval of the project, consequently, the project continues to meet the City's adopted goals and priorities.

C. CRITICAL TIMING ISSUES:

- The land use approvals for this project expire on May 10, 2023. If the extension is not granted, MWF Properties would have to go through the entitlement process all over again, at significant time and expense. If an extension is granted, substantial work would need to begin by May 10, 2024.

D. FINANCIAL IMPACT:

- The required application fee has been paid.

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

Deny the request, citing substantial changes in policy or context that would warrant a full re-review of the proposal.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❑ Resolution	Resolution Letter
❑ Request Letter 3-31-23	Backup Material
❑ 2022 Resolution #11974 (project approval)	Backup Material
❑ Zoning Map	Backup Material
❑ Project Renderings	Backup Material

RESOLUTION NO.

**RESOLUTION GRANTING A TIME EXTENSION FOR
A FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
AT 7700 PILLSBURY AVENUE SOUTH**

WHEREAS, by Resolution No. 11974, adopted on May 10, 2022, the City approved a final development plan and conditional use permit for a planned unit development to allow the construction of a four-story, 55-unit, multi-family residential building on the parcel of land located at 7700 Pillsbury Avenue South (“subject property”), legally described as follows:

Lot 6, Block 4, R.C. Soens Addition, Hennepin County, Minnesota

WHEREAS, Subsection 547.09, Subd.9 of the Richfield Zoning Code requires that substantial construction be completed within one year of approval unless the applicant requests and is granted an extension; and

WHEREAS, City staff has received a request from MWF (the applicant) for a one year extension of the land use approvals; and

WHEREAS, no significant changes have transpired in the immediate area that would provide cause for the Council to re-analyze the original request; and

WHEREAS, to allow another opportunity for tax credit funding, as described in the applicant’s request, the City Council wishes to grant the additional time requested;

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

1. The City Council hereby extends the approvals granted by Resolution No. 11974 for one year from May 10, 2023; the deadline for substantial construction is now no later than May 10, 2024.
2. No changes accompany this extension; approval is subject to all the same terms and conditions as the original approval.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of April 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

3/31/23

City of Richfield
6700 Portland Avenue
Richfield, MN 55423



RE: Richfield Flats (7700 Pillsbury Ave) – PUD Extension

To Whom It May Concern:

On May 10, 2022, the Richfield City Council approved Resolution No. 11974 for a Development Plan and Conditional Use Permit for a Planned Unit Development to allow a four-story 55-unit multi-family residential building on the parcel of land located at 7700 Pillsbury Avenue South.

Per Section 4 of the attached Resolution, this approval 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 City 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.

MWF Properties submitted a request to Minnesota Housing's RFP in July 2022 for an allocation of tax credits to finance this affordable housing project. MWF Properties was unsuccessful in their request. MWF Properties plans to submit to Minnesota Housing's RFP again in July 2023 in hopes of securing tax credit financing to allow this project to move forward in spring 2024.

Due to the above circumstances, MWF Properties is requesting that the City Council exercise their extension of the approved Development Plan and Conditional Use Permit for the Planned Unit Development for an additional year, to May 10, 2024.

Sincerely,

MWF Properties, LLC

A handwritten signature in black ink, appearing to read "Ryan Schwickert", with a stylized flourish at the end.

Ryan Schwickert
Development Manager
612-243-4637
ryanschwickert@mwfproperties.com

RESOLUTION NO. 11974

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AT 7700 PILLSBURY AVENUE SOUTH

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to allow a four-story 55-unit multi-family residential building on the parcel of land located at 7700 Pillsbury Avenue South ("subject property"), legally described as follows:

Lot 6, Block 4, R.C. Soens Addition, Hennepin County, Minnesota

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its April 25, 2022 meeting, and recommended approval of the final development plan and conditional use permit; and

WHEREAS, notice of the public hearing was mailed to properties within 500 feet of the subject property on April 12, 2022 and published in the Sun Current newspaper on April 14, 2022; and

WHEREAS, the final development plan and conditional use permit meet those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No. 76; and

WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No. 76; and

WHEREAS, the City has fully considered the request for approval of a 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. A planned unit development, final development plan and conditional use permit are approved for a mixed-use development as described in City Council Report No. 76, 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:
 - Four vehicle parking stalls exceeding the maximum shall be shown on revised plans and constructed as reserved stalls. The applicant may request approval from the Community Development Directed with evidence that said stalls are needed.

- The applicant shall install, at minimum, Seven Electric Vehicle charging stations and must provide 18 EV capable stalls.
 - At least 50 percent of the bicycle parking racks in the garage shall be available generally to tenants and not tied for a vehicle parking stall leases.
 - Final landscaping plans must be approved by the Community Development Department prior to installation.
 - All parking spaces shall remain available year round.
 - All new utility service must be underground.
 - All utilities must be grouped away from public right-of-way and screened from public view in accordance with Ordinance requirements in manner consistent with the submitted landscaping plan.
 - The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
 - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated March 24, 2022 and compliance with all other City and State regulations.
 - Separate sign permits are required.
 - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
 - Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
 - Final stormwater management plan must be approved by the Public Works Director. Infiltration not allowed in high-vulnerability wellhead protection area.
 - As-builts or \$7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.
4. The approved 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 approved 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 10th day of May 2022.


 Mary B. Supple, Mayor Pro Tempore

ATTEST:

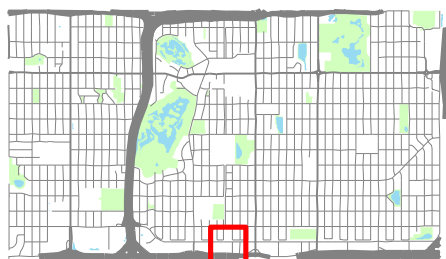
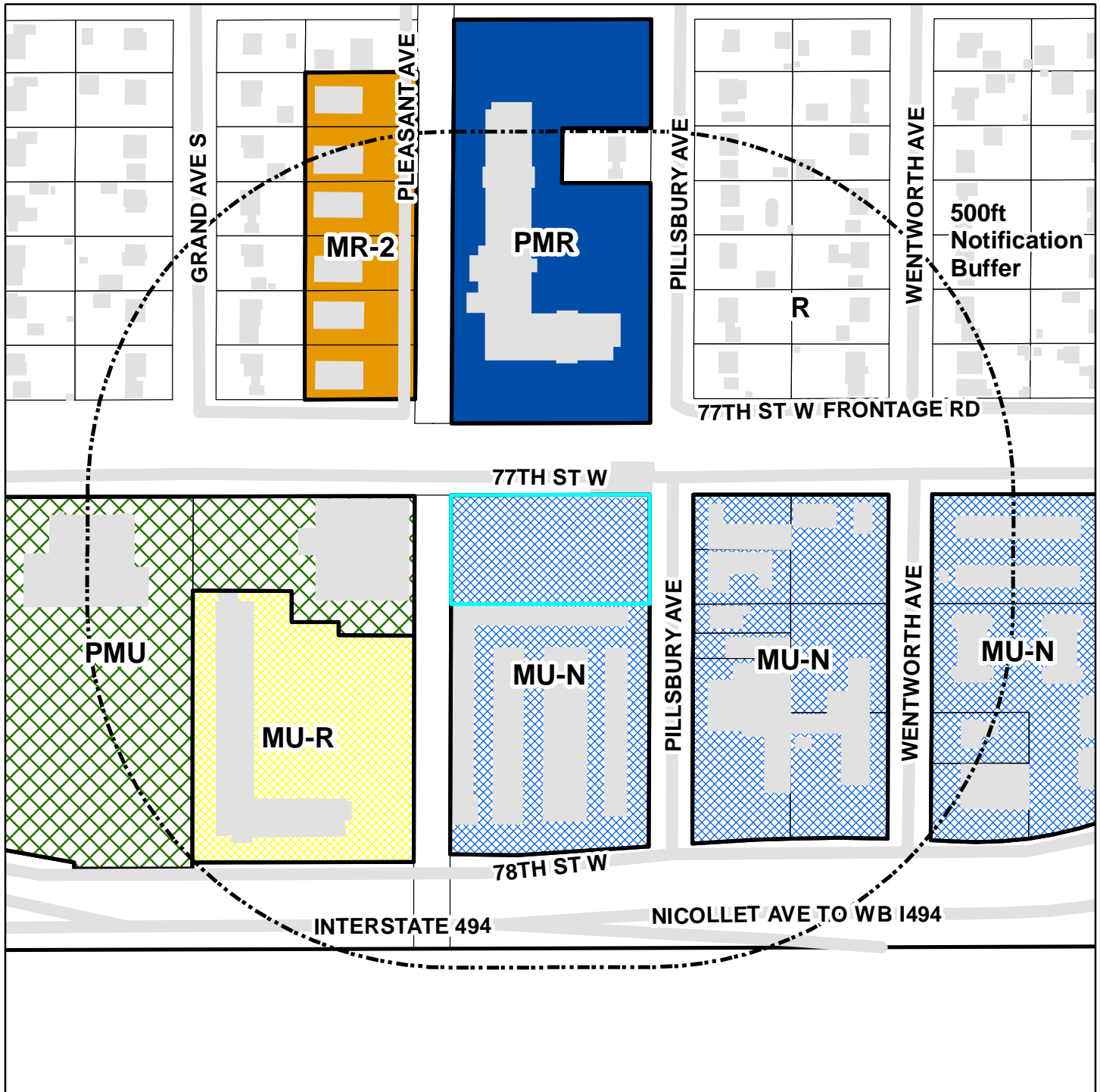

 Kari Sinning, City Clerk



7700 Pillsbury Avenue

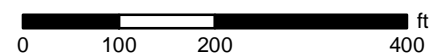
Surrounding Zoning

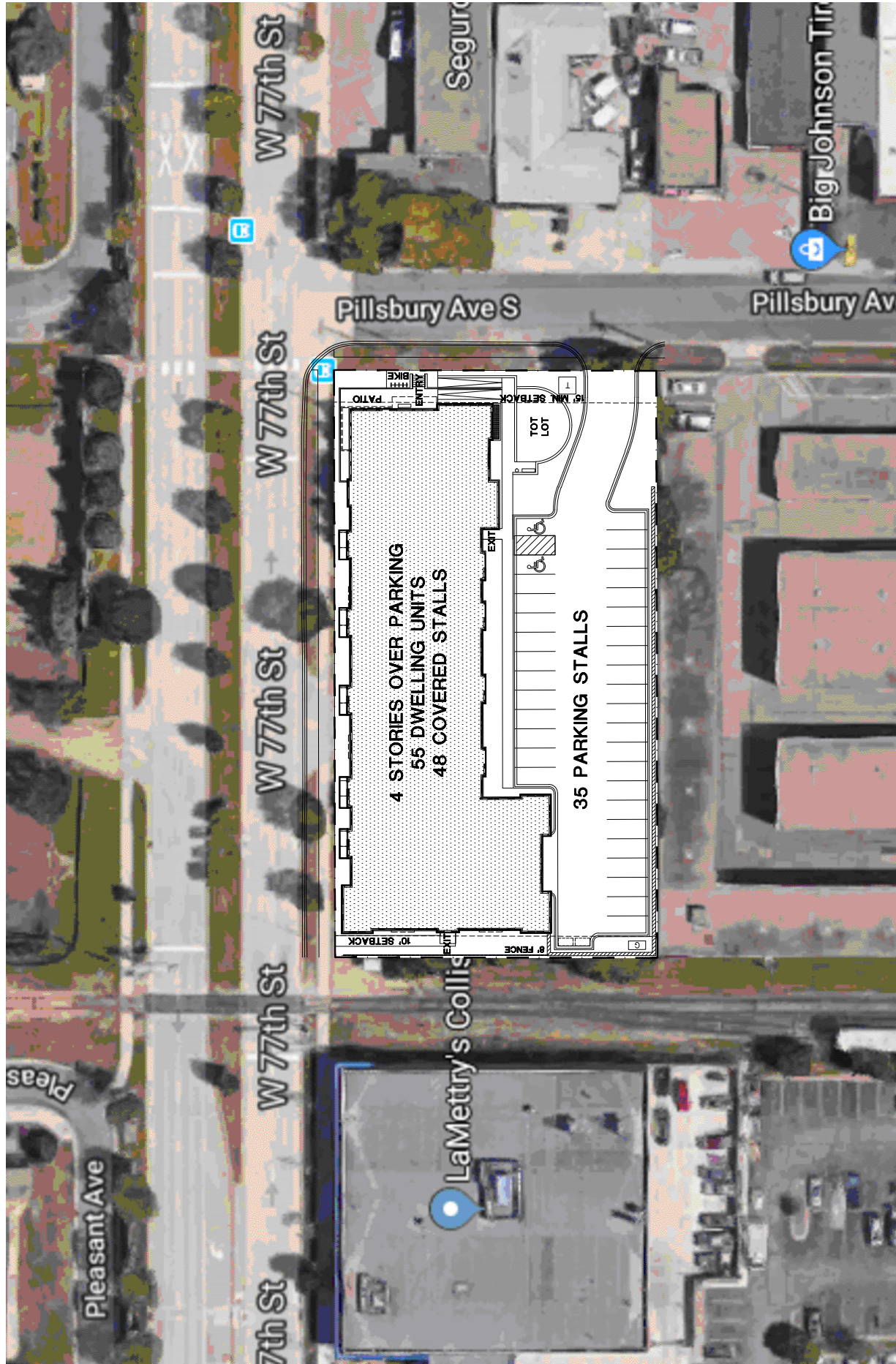
Case No: 22-CP-01, 22-PUD-01,
22-FDP-01, 22-RZN-01



Zoning Districts

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







7700

RICHFIELD FLATS



STAFF REPORT NO. 48
CITY COUNCIL MEETING
4/25/2023

REPORT PREPARED BY: Melissa Poehlman, Community Development Director

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
4/13/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/18/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution approving the issuance of \$10 million in revenue bonds by the Housing and Redevelopment Authority for the benefit of the Upper Post Flats housing development; and delegating authority to conduct a public hearing related to this matter to the Housing and Redevelopment Authority.

EXECUTIVE SUMMARY:

The Upper Post Flats housing development is an extensive redevelopment and historic preservation project of 26 buildings within Historic Fort Snelling. The development includes approximately 190 units ranging from studios to five-bedroom units and will house hundreds of residents; likely adding more than 200 students to the Richfield School District.

Dominium, dba Fort Snelling Leased Housing Associates I, LLLP, (Developer) has approached the City/Housing and Redevelopment Authority (HRA) to request the issuance of \$10 million in Conduit Bonds (Bonds) to help manage increased costs of the project. The issuance of these Bonds would not impact the City's ability to issue their own bank-qualified bonds and would not impact the City or HRA financially. It does; however, offer the HRA the opportunity to influence the project. HRA staff have worked with the Developer on the following stipulations:

- Increased affordability: Either 80-100 units at 50% Area Median Income (AMI) or 40-55 units at 40% AMI for a period of 25 years (contingent upon additional tax credit related approvals by Minnesota Housing);
- Acceptance of Richfield Kids @ Home families;
- Preference for Richfield Section 8 Voucher-Holders (dependent on service area determination); and
- 1.5% upfront fee

Because the HRA is an appointed rather than elected body, the City Council must officially delegate to the HRA its authority to conduct the required public hearing and must consent to the issuance of the Bonds. The attached resolution addresses both items.

RECOMMENDED ACTION:

By motion: Approve the attached resolution approving the issuance, sale, and delivery by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota of its revenue obligations;

delegating authority to the Authority to conduct a public hearing; and taking other actions with respect thereto.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The buildings that comprise Historic Fort Snelling were constructed in the late 1800s and early 1900s. The structures had been largely empty since the early 1970s and were in a significant state of disrepair.
- The property is owned by the Minnesota Department of Natural Resources and is considered Unorganized Territory, outside any particular city's jurisdiction. The area is within the Richfield School District boundary, however.
- In 2015, the Developer was selected to restore the property. An extensive list of approvals have been granted and significant funds allocated to the project.
- Current funding sets affordability requirements at 60% AMI.
- On December 12, 2022, the HRA granted preliminary approvals that allowed the developer to request a housing allocation from Minnesota Management and Budget. This allocation has since been obtained.

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

- Minnesota Statute allows a municipality to issue obligations to finance the improvement of property located outside of its boundaries if the governing body of the county in which the property is located consents. Final consent was granted by the Hennepin County Board of Commissioners on April 11, 2023.
- Prior to the issuance of the Bonds, the HRA must conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended. The public hearing has been tentatively scheduled for May 15, 2023.

C. CRITICAL TIMING ISSUES:

The Developer is hoping to close in late May.

D. FINANCIAL IMPACT:

- Issuance of Bonds will not directly impact the City or HRA financially. The principal and interest on the Bonds will be paid by the project and does not constitute a debt to the City or HRA.
- The Developer will pay all costs associated with the request as well as a 1.5% fee (approximately \$135,000) to the HRA.

E. LEGAL CONSIDERATION:

- Kennedy & Graven will serve as the Bond Counsel for the issuance.
- The attached letter of explanation and resolution were drafted by HRA Attorney and Bond Counsel Julie Eddington.

ALTERNATIVE RECOMMENDATION(S):

Decide not to consent to the issuance of the Bonds and/or delegate authority to the HRA to hold the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Developer Representative(s) Julie Eddington, HRA Attorney, Kennedy & Graven

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ Letter of Explanation - HRA Attorney	Exhibit
□ Map	Exhibit

CITY OF RICHFIELD, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ISSUANCE, SALE, AND
DELIVERY BY THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF RICHFIELD,
MINNESOTA OF ITS REVENUE OBLIGATIONS; DELEGATING
AUTHORITY TO THE AUTHORITY TO CONDUCT A PUBLIC
HEARING; AND TAKING OTHER ACTIONS WITH RESPECT
THERE TO**

BE IT RESOLVED by the City Council (the "City Council") of the City of Richfield, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. Pursuant to the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Chapter 462C, as amended, a municipality is authorized to issue revenue bonds to finance multifamily housing developments.

1.02. Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if (i) the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located; or (ii) the governing body of the county in which the property is located consents, by resolution, to the issuance of the obligations.

1.03. Pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two or more municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units; and

1.04. On November 25, 2020, the Hennepin County Housing and Redevelopment Authority (the "County HRA") issued its Multifamily Housing Revenue Note (Fort Snelling Upper Post Project), Series 2020, in the original aggregate principal amount of \$88,000,000 and loaned the proceeds thereof to Fort Snelling Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), to finance all or a portion of the costs of the leasehold acquisition, rehabilitation and/or construction, and equipping of an approximately 191-unit multifamily housing rental facility and facilities functionally related and subordinate thereto located at 58 Taylor Avenue, Unorganized Territory of Fort Snelling, Minnesota 55111, known as the Fort Snelling Upper Post Project (the "2020 Project"), of which at least forty percent (40%) of the units are available to individuals and families with incomes at or below (60%) of the area median income.

1.05. The Borrower has proposed that the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the "Authority") issue one or more series of taxable or tax-exempt revenue obligations (the "Obligations") in the approximate aggregate principal amount of \$10,000,000 to complete the construction and/or rehabilitation of the 2020 Project (the "2023 Project"). The Borrower has also proposed to use the proceeds of the Obligations to finance capitalized interest, if necessary, any required reserves, and costs of issuance of the Obligations.

1.06. On February 28, 2023, the Administration, Operations, and Budget Committee of Hennepin County, Minnesota (the "County") conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on providing consent to the issuance of the Obligations by the Authority pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder.

1.07. On April 11, 2023, the Board of Commissioners of the County adopted a resolution consenting to the issuance of the Obligations by the Authority to finance the 2023 Project, all in accordance with Section 147(f) of the Code and Minnesota Statutes, Sections 471.59 and 471.656, as amended.

1.08. Section 147(f) of the Code and regulations promulgated thereunder require that, because the Authority's governing body is appointed and not elected, prior to the issuance of the Obligations, the City Council must consent to the issuance of the Obligations by the Authority after conducting a public hearing thereon preceded by publication of a notice of public hearing (in the form required by Section 147(f) of the Code and applicable regulations) in a newspaper of general circulation in the City at least seven (7) days prior to the public hearing date.

1.09. Pursuant to Section 1.147(f)-1(d)(3) of the Treasury Regulations, the City is authorized to delegate authority to the Board of Commissioners of the Authority to conduct the public hearing as required by Section 147(f) of the Code and the regulations promulgated thereunder.

1.10. On a date to be determined by staff of the City and the Authority, the Board of Commissioners of the Authority will conduct a public hearing on the issuance of the Obligations and a housing program prepared in accordance with the Act.

1.11. The Borrower has represented to the City that the principal of, premium (if any), and interest on the Obligations (i) shall be payable solely from the revenue pledged therefor; (ii) shall not constitute a debt of the City, the Authority, the State of Minnesota, or any political subdivision thereof within the meaning of any constitutional or statutory limitation; (iii) shall not constitute nor give rise to a pecuniary liability of the City, the Authority, the State of Minnesota, or any political subdivision thereof or a charge against their general credit or taxing powers; and (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City or the Authority other than the interest of the Authority as set forth in one or more loan agreements to be entered into between the Authority and the Borrower.

Section 2. Approvals.

2.01. The City Council hereby delegates authority to the Board of Commissioners of the Authority to conduct the public hearing required by Section 147(f) of the Code and the regulations promulgated thereunder.

2.02. The City Council finds that it is in the best interest of the City to approve the issuance of the Obligations by the Authority in an estimated aggregate principal amount not to exceed \$10,000,000 to finance the 2023 Project and hereby approves to the issuance of the Obligations by the Authority for the purposes set forth above.

2.03. The Obligations shall be special, limited obligations of the Authority payable solely from the revenues and security provided by the Borrower to the Authority and pledged to the payment of the Obligations.

2.04. The Mayor and the City Manager are hereby authorized and directed to execute and deliver any documents deemed necessary to fulfill the intentions of this resolution.

2.05. The Mayor and the City Manager and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to Kennedy & Graven, Chartered, as bond counsel to the City and the Authority, and the original purchaser(s) of the Obligations certified copies of all proceedings and records of the City relating to the approval of the issuance of the Obligations, including a certification of this resolution.

2.06. The Borrower shall pay to the City any and all costs paid or incurred by the City in connection with this resolution, the Obligations, or the financing contemplated herein, whether or not the financing is carried to completion, and whether or not the Obligations or operative instruments are executed and delivered.

Section 3. Effective Date. This resolution shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of April, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RC125-394 (JAE)
868896v1



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JULIE A. EDDINGTON

Attorney at Law

Direct Dial (612) 337-9213

Email: jeddington@kennedy-graven.com

April 12, 2023

Melissa Poehlman, Community Development Director
City of Richfield
6700 Portland Avenue
Richfield, MN 55423

Re: Resolution delegating authority to the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota to conduct a public hearing on the issuance of conduit revenue obligations for the benefit of Fort Snelling Leased Housing Associates I, LLLP

Dear Melissa,

On November 25, 2020, the Hennepin County Housing and Redevelopment Authority (the "County HRA") issued its Multifamily Housing Revenue Note (Fort Snelling Upper Post Project), Series 2020, in the original aggregate principal amount of \$88,000,000, and loaned the proceeds thereof to Fort Snelling Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), to finance a portion of the costs of the leasehold acquisition, rehabilitation and/or construction, and equipping of an approximately 191-unit multifamily housing rental facility and facilities functionally related and subordinate thereto located at 58 Taylor Avenue, Unorganized Territory of Fort Snelling, Minnesota 55111, known as the Fort Snelling Upper Post Project (the "2020 Project"), of which at least forty percent (40%) of the units are available to individuals and families with incomes at or below (60%) of the area median income. As you know, the Borrower is requesting that the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the "Authority") issue one or more series of taxable or tax-exempt revenue obligations (the "Obligations") in the estimated maximum principal amount of \$10,000,000 and loan the proceeds thereof to the Borrower to provide additional financing for the 2020 Project (the "2023 Project").

The Authority, as the proposed issuer of the Obligations, is required to conduct a public hearing on the issuance of the Obligations pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"). Under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder, an issuer of tax-exempt conduit revenue obligations is required to conduct a public hearing. However, because the Board of Commissioners of the Authority is appointed and not elected, the City Council is required to conduct the public hearing required by the Code and approve the issuance of the Obligations by the Authority. Pursuant to Section 1.147(f)-1(d)(3) of the Treasury Regulations, the City is authorized to delegate authority to the Board of Commissioners of the Authority to conduct the public hearing as required by Section 147(f) of the Code and the regulations promulgated thereunder. Enclosed is a resolution to be considered by the City Council at its meeting on April 25, 2023, which delegates the authority to conduct the public hearing under the Code to the Authority and also consents to the issuance of the Obligations by the Authority.

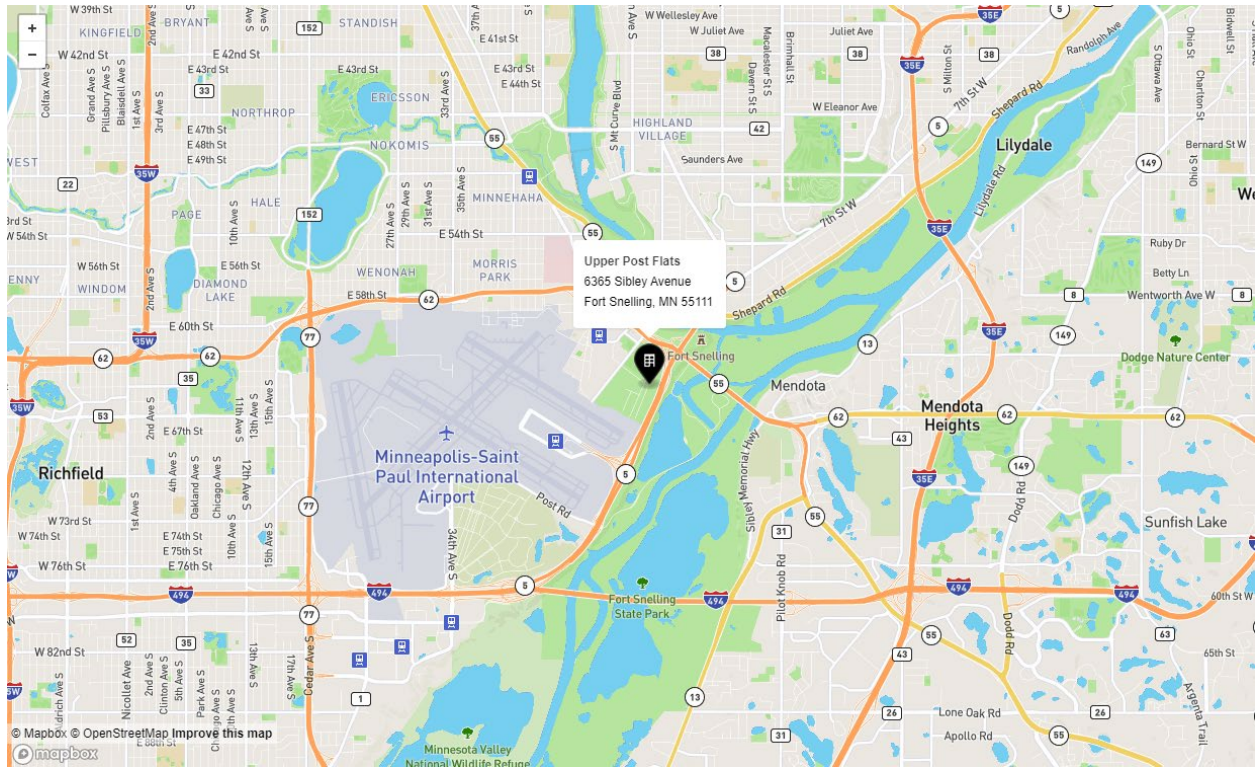
My office will work with the representatives of and the attorneys for the Borrower in order for the Board of Commissioners of the Authority to conduct the public hearing required by the Housing Act and the Code at an upcoming meeting, which is tentatively scheduled for May 15, 2023. At that time, the Board of Commissioners of the Authority will be asked to conduct the public hearing and adopt a resolution approving a housing program to be prepared under the terms of the Housing Act as well as the various loan and financing documents.

I will attend the City Council meeting on April 25, 2023, and can answer any questions that may arise during the meeting. Please contact me if you have questions regarding the foregoing.

KENNEDY & GRAVEN, CHARTERED

Julie Eddington

Upper Post Flats





STAFF REPORT NO. 49
CITY COUNCIL MEETING
4/25/2023

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
4/18/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/19/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement (JPA) with Richfield Department of Public Safety/Police for access to the Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

EXECUTIVE SUMMARY:

Minnesota State Statute §299C.46 states that the Bureau of Criminal Apprehension (BCA) must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in the Joint Powers Agreement.

In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties, and the agency wants to access these data in support of its criminal justice duties

RECOMMENDED ACTION:

By Motion: Approve the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement with Richfield Department of Public Safety/Police for access to the Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This agreement initially went into effect 2023, and will expire on 2028.

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

- The Department has previously been a part of a Joint Powers Agreement with the State of Minnesota, Dept. of Public Safety, Bureau of Criminal Apprehension.
- The BCA will provide Richfield Police with access to the Minnesota Criminal Justice Data Communications Network (CJDN). Access to the BCA's data is a necessary function in the daily operations of the Richfield Public Safety Department/Police Department.

C. **CRITICAL TIMING ISSUES:**

This agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.46, Subdv. 2, and expires five (5) years from the date it is effective.

D. **FINANCIAL IMPACT:**

None

All fees to access data is paid for by the prosecuting attorney.

E. **LEGAL CONSIDERATION:**

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

The BCA's data is a necessary part of the operations of the Richfield Department of Public Safety/Police.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ Richfield Pros Attny Court Amendment	Contract/Agreement
▣ Contract	Contract/Agreement
▣ Resolution	Resolution Letter

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Richfield on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 119354, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Richfield on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Greg Holly, Attorney
Address: 9422 Ulysses St NE, Ste 120
Blaine, MN 55434
Telephone: 612.787.7698
Email Address: greg@hjlawmn.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

RESOLUTION NO.

RESOLUTION AUTHORIZING APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF RICHFIELD ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Richfield on behalf of it Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City of is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Richfield on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That Chief Jay Henthorne, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Deb Erickson, Records Management Supervisor, or her successor, is appointed as the Authorized Representative's designee.

3. That the Attorneys Greg Holly, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That Mary Supple, the Mayor for the City of Richfield, and Dustin Leslie, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the City Council of the City of Richfield, Minnesota this 25th day of April, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 50
CITY COUNCIL MEETING
4/25/2023

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
4/4/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/18/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of an agreement allowing Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

EXECUTIVE SUMMARY:

The Richfield Police Department is eligible to receive the Edward Byrne Memorial Justice Assistance Grants (JAG) from the Department of Justice and has been awarded a grant for \$10,248.60. The grant money will be used by Public Safety for Public Safety to install workstations in the former dispatch area. Grant funding is based on a threshold of reported Group A crimes which are in comparison to the population of the respective community.

Several Hennepin County municipalities receive these grants including the cities of Bloomington, Brooklyn Center, Brooklyn Park, and Minneapolis. The JAG Grants are administered through Hennepin County's Office of Administration.

RECOMMENDED ACTION:

By motion: Approve a resolution allowing Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Justice Assistance Grant (JAG) Program.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The grant money will be used by Public Safety to install workstations in the former dispatch area for two embedded social workers.
- The Public Safety Department has been informed that additional funds will be made available to the department as part of the Edward Byrne Memorial Justice Assistance Grant (JAG). The grant allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions.
- Notification was received that the City of Richfield was approved to receive \$10,248.60 from the JAG Grant for 2022.

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

- Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.
- The grant money will be used by Public Safety for Public Safety to install workstations in the former dispatch area for two embedded social workers.
- Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:

The grant money will be used by Public Safety to install workstations in the former dispatch area for two embedded social workers.

D. FINANCIAL IMPACT:

Five percent (5%) of the total award has been deducted for administrative costs as approved by the administrator of the grant. Richfield Public Safety will receive \$9,736.17.

E. LEGAL CONSIDERATION:

N/A

ALTERNATIVE RECOMMENDATION(S):

Council could disapprove of the acceptance of the grant monies and the funds would have to be returned.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ Agreement	Contract/Agreement

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO
ACCEPT THE EDWARDS BYRNE MEMORIAL GRANT (JAG) FOR \$10,248.60 FROM
THE OFFICE OF JUSTICE PROGRAMS TO INSTALL WORKSTATIONS IN THE
FORMER DISPATCH AREA**

WHEREAS, Richfield Police has been approved by U.S. Department of Justice to participate in funds available to several Hennepin County departments through the Edwards Byrne Memorial Grant (JAG); and

WHEREAS, Richfield is scheduled to be awarded \$10,248.60 to be used as designated by grant agreement which mandates that the funds be used for law enforcement related programs and or equipment; and,

WHEREAS, Richfield has agreed that Hennepin County will serve as the fiscal agent on behalf of the Cities of Bloomington, Brooklyn Center, Brooklyn Park, Minneapolis, and Richfield; and,

WHEREAS, in accordance with the agreement, five percent (5%) (\$512.43) of the total amount (\$10,248.60) has been set aside for the costs associated with administering the JAG funds.

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department will accept funds designated for police programs and equipment in accordance to and as listed above.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of April, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

City of Bloomington	PR00005163
City of Brooklyn Center	PR00005162
City of Brooklyn Park	PR00005161
City of Minneapolis	PR00005165
City of Richfield	PR00005166

AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the “COUNTY”), the City of Bloomington, the City of Brooklyn Center, the City of Brooklyn Park, the City of Minneapolis, and the City of Richfield (“CITIES”) (COUNTY and/or CITIES may be individually called a “PARTY” and collectively called “PARTIES”).

WHEREAS, the PARTIES, authorize the COUNTY to submit a grant application to the United States Department of Justice for the FY22 Edward Byrne Memorial Justice Assistance Grant (the “GRANT”) (The Catalog of Federal Domestic Assistance -- CFDA number for this grant is 16.738.) on behalf of the PARTIES and to serve as fiscal agent for the PARTIES; and

WHEREAS, the PARTIES recognize the need to set forth the duties and obligations of the PARTIES with respect to the administration of the Grant;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereafter set forth, the PARTIES hereby agree as follows:

1. **TERM**

This Agreement shall become effective upon approval by all PARTIES on October 1, 2021 and shall continue through September 30, 2025, or the completion of the services provided hereunder, whichever is earlier, unless terminated earlier in accordance with the provisions herein.

Any Party may cancel this Agreement immediately if the Party reasonably believes there has been a failure to comply with the provisions of this Agreement, or failure to comply with the terms of the Grant award, rules, or guidelines or failure to comply with applicable law.

2. **SERVICES TO BE PROVIDED**

Hennepin County will submit the FY22 Edward Byrne Memorial Justice Assistance Grant application 15PBJA-22-GG-02088-JAGX(“Grant”).

In the event all Grant funds are received, each local unit of government will receive grant funds in the following amounts:

BLOOMINGTON	\$ 25,799.15
BROOKLYN CENTER	\$ 14,720.25
BROOKLYN PARK	\$ 37,749.20
MINNEAPOLIS	\$ 281,684.51
RICHFIELD	\$ 10,248.60
HENNEPIN COUNTY DEPARTMENTS	\$ 212,498.84
HENNEPIN COUNTY FOR ADMINISTRATION	\$ 30,668.45
Total	\$ 613,369.00

If the Grant funds are less than \$613,369.00, the parties shall distribute the actual funds received in proportion to the table above less the costs of administration set forth herein.

If any Grant funds are received, Hennepin County shall serve as the fiscal agent on behalf of the above named local units of government. The COUNTY shall provide financial administrative services necessary for the administration of the grant, including but not limited to the following:

- Satisfy financial and administrative grant requirements.
- Submit financial, programmatic and similar reports required under the grant.
- Work with the Department of Justice to resolve administrative issues.
- Comply with grant conditions regarding financial administration of the grant including but not limited to reporting, data collection and evaluation requirements prescribed by the grant.
- Coordinate compliance with the organization audit requirements attached to the grant.
- Manage grant funds.
- Pursuant to applicable accounting standards and procedures, maintain financial and accounting books and records as shall be necessary, appropriate and convenient for the proper administration of the grant.

For serving as fiscal agent hereunder, COUNTY shall be paid an administrative fee equal to five percent (5%) of the Grant Funds, to be paid upon receipt of the Grant Funds.

3. DUTIES OF THE PARTIES

The PARTIES, individual and collectively, acknowledge that COUNTY will be administering the Grant on their behalf and agree to cooperate fully with COUNTY in all matter with respect to such grant administration so as to allow COUNTY to satisfy the grant requirements, including but not limited to the following acts:

- Comply with the provisions of the Grant award, rules, and guidelines and comply with applicable law including, as applicable, but not limited to the Single Audit Act Amendments of 1996 as amended and Office of Management and Budget Circular A-133.
- Maintain books and records relating to the receipt and expenditure of grant funds for six (6) years after expiration of this Agreement.
- Report on performance measurement goals to the other PARTIES on a quarterly basis.
- Upon request, report the receipt and expenditures to the other PARTIES on a quarterly basis, then report a final accounting, pursuant to applicable accounting standards, upon expiration of this Agreement.
- Supply full and complete information, as requested by COUNTY, so as to allow COUNTY to satisfy the grant conditions and requirements.
- Work together with COUNTY to ensure that all grant conditions and requirements are met.
- Provide COUNTY with data and information sufficient for COUNTY to meet its reporting, data collection and evaluation requirements as prescribed by the grant.
- Eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement.
- Abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality.

4. LIABILITY AND INDEMNIFICATION

Each PARTY agrees that it will be responsible for its own errors, acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the errors, acts and omissions of any other PARTY and the results thereof. CITIES agree to defend, indemnify and hold harmless COUNTY from all liabilities, claims, demands, losses, costs, expenses and causes of action of any kind or character, including the cost of defense thereof, resulting from or related to COUNTY'S role as fiscal agent hereunder.

The PARTIES liability is governed by the provisions of Minnesota Statutes, Chapter 466. Under no circumstances shall a PARTY be required to pay on behalf of itself and other PARTIES any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one

PARTY. The statutory limits of liability for some or all of the PARTIES may not be added together or stacked to increase the maximum amount of liability for any party.

5. COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

THIS PORTION OF PAGE INTENTIONALLY

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

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{ {userstamp4_es_:signer4:stamp} }

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

{ {Sig_es_:signer7:signature} }
{ {userstamp7_es_:signer7:stamp} }

Reviewed for COUNTY by:

{ {Sig_es_:signer5:signature} }
{ {userstamp5_es_:signer5:stamp} }

ATTEST:

{ {Sig_es_:signer8:signature} }
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Board Resolution No:
{ {*BoardResolution_es_:signer5:brs} }

By:

{ {Sig_es_:signer6:signature} }
{ {userstamp6_es_:signer6:stamp} }

Document Assembled by:

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{ {Exh_es_:signer1:attachment:label("Attachments")} }

CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

{ {Sig_es_:signer2:signature}}
{ {userstamp2_es_:signer2:stamp}}
{ { ttl_es_:signer2:title}}

By:

{ {Sig_es_:signer3:signature}}
{ {userstamp3_es_:signer3:stamp}}
{ { ttl_es_:signer3:title}}

*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.



STAFF REPORT NO. 51
CITY COUNCIL MEETING
4/25/2023

REPORT PREPARED BY: Dustin Leslie, City Clerk

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/19/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval for the city of Richfield to enter into an agreement with Independent School District No. 280 to administer their 2023 School Board Election.

EXECUTIVE SUMMARY:

The city of Richfield administers elections for the school district in odd years. More specifically, the city performs the following roles for the school district: election equipment testing, delivery of election equipment to polling places, provide technical assistance on election day, handle and distribute absentee ballots for early voting, and train election judges for use of election equipment.

The school district assists in the administration of the election by: posting and publishing all legal notices, approving ballot layouts, providing necessary supplies, tabulating and canvassing results, issuing certificates of election to candidates, paying election judges, and reimbursing any expenses related to the election back to the city.

The attached election agreement is the same as the previous two school board elections and has been reviewed by the City Attorney. Once approved, the agreement will be executed by the City Manager, City Clerk, and representatives of the school district. Early voting at City Hall will begin Friday September 22, 2023 and the date of the election is November 7, 2023.

RECOMMENDED ACTION:

By Motion: Approve an agreement with Independent School District No. 280 to administer their school board election taking place November 7, 2023.

BASIS OF RECOMMENDATION:

- A. **HISTORICAL CONTEXT**
- B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- C. **CRITICAL TIMING ISSUES:**
- D. **FINANCIAL IMPACT:**
- E. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Election Agreement	Contract/Agreement

**AGREEMENT BETWEEN THE CITY OF RICHFIELD AND
INDEPENDENT SCHOOL DISTRICT NO. 280**

THIS AGREEMENT between the City of Richfield (“City”), a municipal corporation under the laws of Minnesota, and Independent School District No. 280, a public corporation organized under the laws of the State of Minnesota (“District”).

RECITALS

WHEREAS, the Hennepin County Board of Commissioners in Resolution No. 99-6-426 authorized the purchase of election equipment (hereinafter “Election Equipment”) for a countywide optical scan voting system, election hardware and services through the State of Minnesota Cooperative Purchasing Agreement; and

WHEREAS, the County pursuant to Minn. Stat. § 383B.145, subd. 9, has leased Election Equipment to the City for use in all City elections; and

WHEREAS, the City acknowledges that the County owns the Election Equipment and that the City is authorized to use said Election Equipment for official election related purposes; and

WHEREAS, the District desires to use the Election Equipment for District elections that do not coincide with city, state or federal elections; and

WHEREAS, the City is willing to make the Election Equipment available to the District for such District elections, in accordance with the terms and conditions stated herein.

NOW, THEREFORE, it is mutually agreed that:

1. Upon the written request of the District and the written approval of the City Clerk or City Deputy Clerk (“Clerk”) the District may utilize the county-owned Election Equipment for District elections in accordance with the terms and conditions stated herein, whenever it may be compatible, in the City’s sole determination, with the City’s capabilities and requirements respecting the City’s own elections and the orderly administration of elections in general. The District shall be responsible to pay the City for the City’s cost to perform under this Agreement.
2. To enable the Clerk to evaluate the feasibility of each request, the District shall submit the following information with each request:
 - a) the proposed election date;
 - b) the proposed election poll hours; and
 - c) a description of the precincts and polling places intended to be used by the District.

3. The City hereby agrees to provide the following services with respect to the Election Equipment for those District elections for which a request is made and approved pursuant hereto:
 - a) prepare test decks and assist with all tests of the Election Equipment as required by Minnesota Statutes;
 - b) assist with delivery of the Election Equipment the day before each election and for pick up of the Election Equipment the day following each election;
 - c) provide technical assistance on election day;
 - d) provide such other services in conjunction with the District's use of the Election Equipment as in the Clerk's judgment may be reasonably required;
 - e) handle and distribute absentee ballots for the District election;
 - f) train election judges on the use of the Election Equipment.
4. The District hereby agrees to perform all functions related to proper conduct of school district elections pursuant to Minnesota Statutes, Chapter 205A and related statutes, including the following:
 - a) post and publish all legal notices for the District election, including equipment testing notices;
 - b) approve the layout of the ballot prior to printing;
 - c) provide all supplies related to and necessary for proper use of the Election Equipment;
 - d) tabulate and canvass returns;
 - e) issue certificate of election to candidates;
 - f) pay election judges;
 - g) reimburse the City within 30 days of demand made by the City for the total cost of the District election incurred by the City; and
 - h) reimburse the City within 30 days of demand for any expense the City shall incur in connection with any recount.
5. Any and all claims that arise or may arise against the District, its agents, servants, or employees while engaged in the performance of this Agreement and/or the use of the Election Equipment, shall in no way be the obligation of the City, its officers, employees, agents, consultants and insurers. Furthermore, the District shall indemnify, hold harmless, and defend the City, its officers, employees, agents, consultants and insurers against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, agents, consultants, and insurers may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or failure to act by the District, its agents, servants or employees in connection with this Agreement and/or the District's use of the Election Equipment. This paragraph and the District's obligations hereunder shall survive the termination of this Agreement.
6. The District will be solely responsible for the Election Equipment while it is being used by the District. The City will not be responsible for assuring proper use or performance of the Election Equipment during the District's elections.

7. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and supersedes any other written or oral agreements between the parties. This Agreement can only be modified in writing signed by the parties.
8. This Agreement shall terminate on December 31, 2023, or upon the return of the Election Equipment and other related equipment to the City, whichever occurs later.
9. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
10. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement thereto.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be duly executed as of this _____ day of _____, 2023.

INDEPENDENT SCHOOL DISTRICT NO. 280

By: _____
Its: _____

And by: _____
Its: _____

Date: _____

By: _____
Katie Rodriguez, City Manager

And by: _____
Dustin Leslie, City Clerk

Date: _____

CITY OF RICHFIELD



STAFF REPORT NO. 52
CITY COUNCIL MEETING
4/25/2023

REPORT PREPARED BY: Jake Whipple, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
4/17/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/18/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the bid tabulation and award a contract to Visu-Sewer, Inc., for the 2023 Sanitary Sewer Rehabilitation Program in the amount of \$670,830.80 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

EXECUTIVE SUMMARY:

Consistent with the Capital Improvement Plan, staff is continuing the multi-year process of rehabilitating the sanitary sewer system. Since 2019, the City has lined 55,599 linear feet of sanitary sewer main as part of its Sanitary Sewer Rehabilitation Program.

Most of the sanitary sewer system was installed in the 1950's and this aging infrastructure is in need of attention due to excessive maintenance needs and potential for blockages. The project will utilize the cured-in-place-pipe (CIPP) process which is a trenchless technology in which no excavation is required. This method is a cost-effective solution to provide new sanitary mains without the high cost of excavation.

Bids for the sanitary sewer rehabilitation program were opened on April 13, 2023. Visu-Sewer, Inc., was the lowest responsive and responsible bidder with a base bid amount of \$670,830.80. The City received 4 bids ranging from a high bid of \$994,482.40 to the low bid of \$670,830.80.

RECOMMENDED ACTION:

By motion: Approve the bid tabulation and award a contract to Visu-Sewer, Inc., for the 2023 Sanitary Sewer Rehabilitation Program in the amount of \$670,830.80 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City's 120 miles of sanitary sewer collection system was installed in the late 1950's. The material used at that time was Vitrified Clay Pipe (VCP). Over time the VCP has allowed roots to intrude through joints and has resulted in partial blockage of the main lines. Our maintenance program currently in place includes the cleaning of the mains once per year. If we are not able to clean once per year it can result in blockages that could backup into the homes of residents.
- Technological advances now allow us to repair these sewer mains without digging up the road

through a process called Cured-in-place-pipe (CIPP). This procedure involves the insertion of a liner into the existing VCP sanitary main. It expands and adheres to the main and then hardens to a schedule 40 PVC consistency and results in what is essentially a "new" pipe within the old pipe. After the liner hardens, the individual service connections are then reopened and placed back into service.

- This year's project will be the fourth effort in a multi-year approach to rehabilitate the sanitary sewer mains. Maintenance records, televising reports, and asset properties (age, material, etc.) are considered in the utility risk model. Areas that are found to be the most critical are being addressed first and other areas will follow.

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

- For City contracts or purchases estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
- The scope of the project - 20,097 linear feet - meant the contract cost would well exceed the \$175,000 threshold.
- The Metropolitan Council Environmental Services (MCES) supports this type of sewer main repair.

C. CRITICAL TIMING ISSUES:

- Approval at the April 25, 2023 City Council meeting will allow the project to move forward in 2023 with the goal of finishing within the calendar year. Approval now will allow for maximum flexibility of schedule.
- Once the contractor begins the project, it is expected to last 8-12 weeks before final completion.

D. FINANCIAL IMPACT:

- Four (4) bids were received ranging from a high bid of \$994,482.40 to the low bid of \$670,830.80.
- The City has budgeted \$800,000 for this project to be funded using Wastewater Utility Funds.
- Due to the favorable difference between the budgeted amount (\$800k) and the low bid amount (\$670k), the City may exercise its authority under the project specifications to increase the project scope by up to 25% in order to rehabilitate more sanitary sewer main with this year's project.
- Funding for this project was included in the adopted 2022 revised/2023 proposed wastewater utility budget (7350) and was planned for as a capital improvement project during the utility rate study that was completed in 2017.
- This project is included in the Capital Improvement Plan.

E. LEGAL CONSIDERATION:

- When the amount of a contract or purchase is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
- Since the contract value exceeds \$300,000, this project will be governed by Richfield's prevailing wage regulations (Richfield Municipal Code, Section 435).
- The advertisement for bid for the project was published in the Richfield-Bloomington Sun Current on March 23 and March 30, 2023, and on the Questcdn.com website on March 23, 2023.
- Bid opening was held on April 13, 2023. A copy of the bid tabulation is attached.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Tab	Backup Material
<input type="checkbox"/> 2023 SS Lining Map	Exhibit

CITY OF RICHFIELD, MINNESOTA

Bid Opening
April 13, 2023
2:00 p.m.

2023 Sanitary Sewer CIPP Project
Bid No. 23-02

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Dustin Leslie who announced that the purpose of the meeting was to receive; open and read aloud bids for the 2023 Sanitary Sewer CIPP Lining Project, as advertised in the official newspaper on March 23, 2023 and March 30, 2023.

Present: Dustin Leslie, City Clerk
 Jake Whipple, Civil Engineer
 Russ Lupkes, Utility Superintendent
 David Hutton, SEH Consultant
 Karen Anderson, SEH Consultant
 Randy Bieri
 Traci Thoreson

The following bids were submitted and read aloud:

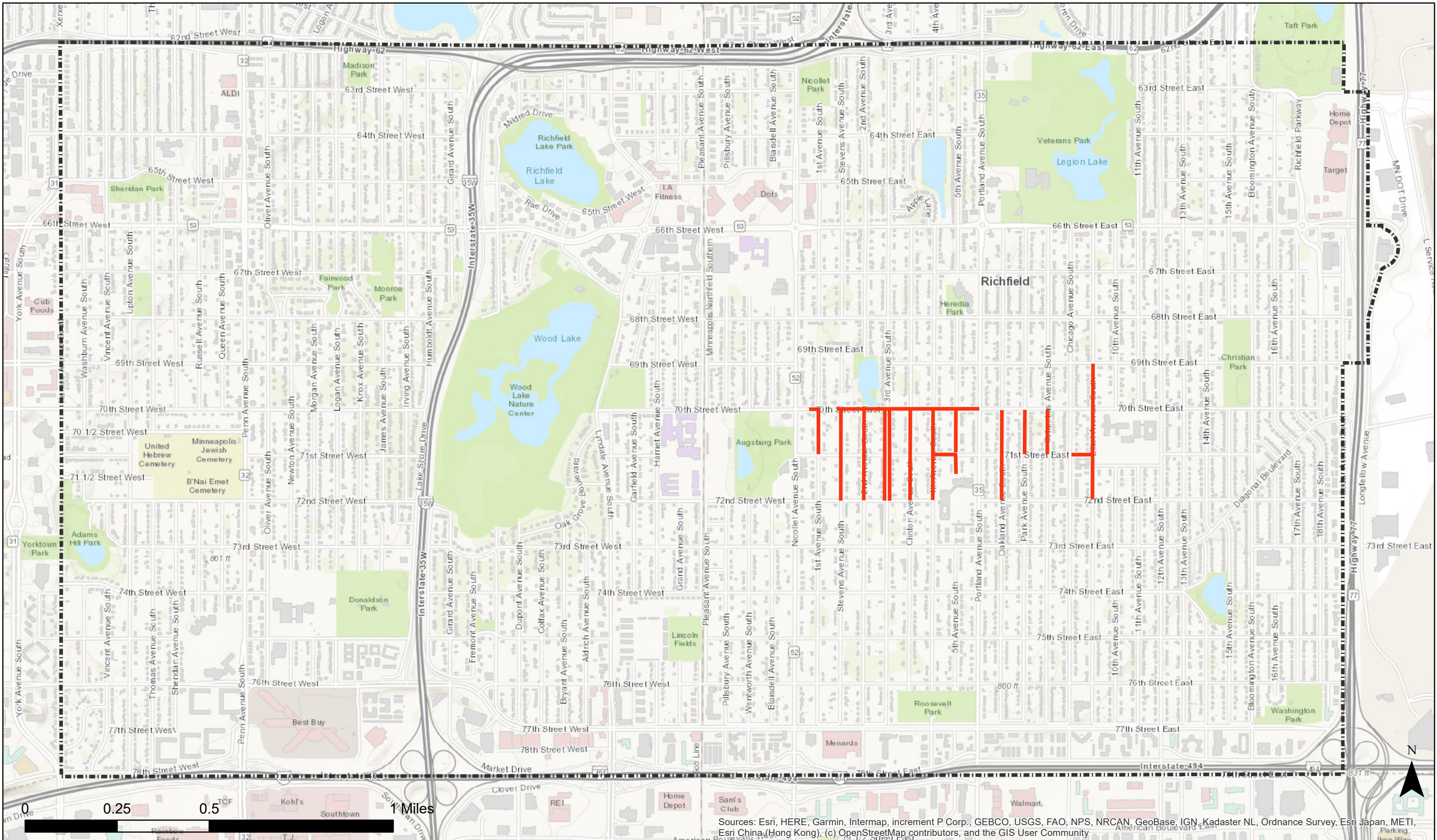
Bidder's Name	Bond	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Base Bid
Visu-Sewer	Provided	Provided	Provided	Provided	\$670,830.80
Insituform Technologies USA, LLC	Provided	Provided	Provided	Provided	\$812,727.50
Veit & Company, Inc.	Provided	Provided	Provided	Provided	\$844,494.00
SAK Construction, LLC	Provided	Provided	Provided	Provided	\$994,482.40

The City Clerk announced that the bids would be tabulated and considered at the April 25, 2023 City Council Meeting.



Dustin Leslie, City Clerk

2023 SANITARY SEWER LINING



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



STAFF REPORT NO. 53
CITY COUNCIL MEETING
4/25/2023

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director
4/18/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/19/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a contract agreement between the City of Richfield and Spohn Ranch, Inc., in the amount of \$180,000, to design and construct an expansion of the current skate park at Augsburg Park in 2023 and authorize staff to execute the agreement and oversee the project.

EXECUTIVE SUMMARY:

The Richfield Skate Park at Augsburg Park, opened in 2012, is a busy park facility that's enjoyed by youth of all ages. The Richfield High School Skate Club inquired with Richfield Recreation about expanding the park to include entry-level features that would be more accessible to those who are just learning the sport. To plan the expansion project, staff has worked collaboratively with community members and the skate club students, who have used the process as a learning opportunity.

The expanded area, which will use an adjacent pad that had been used for basketball in the past, will create additional space for people to recreate and provide positive physical and mental health opportunities.

RECOMMENDED ACTION:

By motion: Approve a contractual agreement with Spohn Ranch, Inc. in the amount of \$180,000, to design and expand the current skate park at Augsburg Park in 2023 and authorize staff to execute the agreement and oversee the project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Richfield Skate Park was opened in 2012 at Augsburg Park. It is a tier one skate park, which means that all features are 40" high or lower. The park is 5,300 square feet in size, is free and unstaffed, and is consistently busy throughout the outdoor season.

Richfield High School started the RHS Skate Club with approximately 25 youth, half of whom are female. They approached the Recreation Department about expanding the current park to include entry-level features that are accessible to those just learning how to skate. The students and community members have worked with City staff throughout the process of planning and implementing an expansion to the park.

A virtual engagement session was held on April 13, 2023, with Recreation Staff and Spohn Ranch staff to gather input that will influence the design of the park. Approximately 16 people attended and provided excellent feedback about the features they would be interested in seeing incorporated into the expansion project.

In the spring of 2023, the Recreation Department was awarded a \$90,000 grant from the Hennepin County Sports Facilities Grant Program, which was instrumental in enabling staff to move forward with the project this year.

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

The Minnesota DNR has reviewed the project and determined that it is in alignment with LWCF park protections.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

The Recreation Capital Improvement Budget includes \$90,000 for the Skate Park Expansion Project, which was approved by both the Community Services Commission and City Council. The Recreation Department has been awarded an additional \$90,000 through the Hennepin County Sports Facility Grant Program, so the total project budget is \$180,000.

E. LEGAL CONSIDERATION:

The contract was reviewed by the City Attorney and the project has been reviewed by the Minnesota DNR and it is in alignment with LWCF park protections.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ Construction Contract with Spohn Ranch	Contract/Agreement
▣ Spohn Ranch Contract-EXHIBIT A	Contract/Agreement
▣ Spohn Ranch Contract-EXHIBIT B	Contract/Agreement

CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT, hereinafter referred to as the Agreement, is made and entered into this 25 day of April, 2023, by and between the City of Richfield, a Minnesota municipal corporation (the “City”), and Spohn Ranch Inc., a California business corporation (the “Contractor”).

TERMS AND CONDITIONS

1. Scope of Services.

a. The Contractor, for and in consideration of the payment or payments herein specified and by the City to be made, hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary in the construction of the Augsburg Park Skatepark (hereinafter the “Project”) all in strict conformity with the specifications, special provisions, and scope of work prepared therefore, and filed in the office of the City, and all of which are attached hereto as Exhibit A and incorporated by reference and made a part of this Agreement as fully and to the same extent as if herein set forth in full, to the extent contained in the Contractor’s Project Fees, which is attached hereto as Exhibit B and incorporated by reference and made a part of this Agreement as fully and to the same extent as if herein set forth in full (all materials set forth in this paragraph and contained in Exhibits A and B are hereinafter collectively referred to as the “Specifications” for the Project). Said Specifications are hereby referred to and made a part of this Agreement as fully and to the same extent as if herein set forth in detail, provided, however, that if any language contained in such Specifications conflicts with any language contained in this Agreement, the language contained in this Agreement shall govern.

b. The Contractor also agrees that all the work and labor shall be done in the best and most diligent manner and that all materials and labor shall be in entire and strict conformity in every respect with the said Specifications and shall be subject to the inspection and approval by the proper authorities of the City for the supervision of the work, and in case any of said material or labor shall be rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done anew to the satisfaction and approval of the City at the cost and expense of the Contractor.

c. The Contractor further agrees to make good, replace, and renew at the Contractor’s own cost and expense any loss or damage to the construction work and Project occurring during the construction thereof or prior to the final delivery to and acceptance thereof by the City, by reason of fire, tornado, theft, or any cause whatsoever, and to be wholly responsible for the construction, completion and delivery of the construction work and Project in its entirety for the final acceptance by the City; and any payment or payments made to the Contractor hereunder, shall not be construed as operating to relieve the Contractor from responsibility for the construction and delivery of the construction work and Project as herein provided and agreed. It is agreed and understood by the parties hereto that the use of said work and Project at any time by the City for any purposes shall not be construed to be or operate as an acceptance by the City of the work to be done by the Contractor under this Agreement.

2. Payment. In consideration of the covenants and agreements stated herein, the City agrees to pay the Contractor the sum mentioned in the bid proposal of the Contractor and pursuant to the schedule contained therein, which is attached hereto as Exhibit B and made a part of this Agreement as fully and to the same extent as if herein set forth in full. The total contract payment shall not exceed the total amount contained therein. Payment will be made within 35 days of receipt of a detailed invoice, to include actual quantities of materials, work and labor. Interest accrual and disputes regarding payment shall be governed by the provision of Minn. Stat. Section 471.425.

3. Schedule to Perform.

a. Pursuant to the Specifications, the City intends to make arrangements for certain site preparation work to be performed prior to the Contractor performing the Project as required herein. The Contractor agrees to commence the work as herein provided following such site preparation work and to perform the same diligently and without delay and to have the work entirely completed in every respect to the satisfaction and approval of the City on or before December 31, 2023, provided, however, that all site preparation work contained in the Specifications is completed on or before December 31, 2023. Should there be any delays in completion of such site preparation work, the City agrees that it will provide the Contractor with a reasonable extension to perform.

b. The Contractor agrees to notify the City in writing of any and all causes of delay of such work or any part thereof, within five business days, excluding weekends and holidays, after such cause of delay shall arise and become known to Contractor, and in case of the failure of the Contractor to perform this Agreement and complete the work at the time specified, the City may immediately, or at any time thereafter, proceed to complete the work at the cost and expense of the Contractor, after notice and opportunity to cure. Upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which must delay the completion of the work, the City shall extend the date hereinbefore specified for the completion of the work.

4. Limited Scope; Change Orders. No claim for extra work done or materials furnished by the Contractor will be made by the Contractor or allowed by the City, nor shall the Contractor do any work or furnish any materials not covered by the Specifications of this Agreement, unless such work or materials is ordered in writing by the City and approved in writing by Contractor. Any such work or materials which may be done or furnished by the Contractor without the City's written consent shall be at the Contractor's own risk and expense.

5. Third Party Claims. The Contractor further agrees to pay all laborers employed, and all subcontractors furnishing material to the Contractor in and about the performance of this Agreement, and for all labor and material by them so performed and furnished, but in case the Contractor shall fail so to pay and to satisfy every and all claims and demands for labor and materials as aforesaid, the City may apply the monies due and coming to the Contractor under this Agreement toward paying and satisfying such claims and demands, and the City is herewith given the right to apply monies due and coming to the Contractor hereunder towards paying any indebtedness or claim heretofore accrued or which may hereafter come due to the City from the Contractor on any account whatsoever, and the amount of such payments shall be charged against the balance due the Contractor hereunder.

6. Equal Opportunity. The Contractor agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination because of race, color, creed, religion, national origin, sex, marital status, status regarding public assistance, sexual orientation, disability, or age.

7. Bonds. The Contractor shall provide the City with the following bonds covering the construction of the Project: (a) a performance bond for the benefit of the City, ensuring that Contractor will construct and maintain the Project in accordance with the Specifications and this Agreement, and saving and holding the City harmless from all costs and charges which may accrue on account of completing the Project; and (b) a payment bond for the use and benefit of all persons furnishing labor or materials for the construction of the Project and making just claims for payment for such labor or materials.

8. Warranty. The Contractor guarantees and agrees to maintain the stability of all work and materials done, furnished, and installed under this Agreement for the period of one year after the date of first use by the City or substantial completion, whichever is first, and does hereby make and agree to perform fully all other guarantees as set forth in the Specifications hereinbefore referred to and made a part hereof. The Contractor shall provide the City with a warranty bond to cover defects in labor and materials for the Project for a period of one year from such first use. The bond shall be in an amount equal to 100 percent of the Project cost. During such period, the Contractor agrees to repair or replace any portion or element of the Project which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Project portion or element shows signs of failure shall be made by the City in the reasonable exercise of its judgment following consultation with its engineers.

9. Independent Contractor. All work provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission by the Contractor, its officers, employees, subcontractors, agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Contractor, and its officers, employees, subcontractors, and agents, shall not be entitled to any of the rights, privileges, or benefits of the City's employees. This Agreement does not establish a joint partnership between the City and the Contractor.

10. Indemnification. The Contractor hereby agrees to protect, defend and hold the City and its officers, elected and appointed officials, employees, administrators, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of the Contractor's negligent or willfully wrong activities and performance contemplated by this Agreement, including, without limitation, any claims for any lien imposed by law for services, labor or materials. The Contractor, and the Contractor's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, reasonable attorneys' fees, consulting

engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.

11. Insurance. The Contractor shall purchase and maintain such insurance in the amounts listed below to protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. The City shall be named as an additional insured on the Contractor's commercial general liability and auto policies. At the City's request, certificates of Insurance or policy documents shall be provided evidencing coverage throughout the term of this Agreement. Required Coverage amounts:

- Workers Compensation and Employers Liability insurance that meet all applicable statutory requirements in the State of Minnesota;
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- Excess Liability/Umbrella Insurance in the amount of \$5,000,000;
- Errors and Omissions/Professional Liability insurance in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate.

12. Notices. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Contractor: Spohn Ranch, Inc.
6824 Centinela Ave.
Los Angeles, CA 90230
Attn: Kirsten Dermer

(b) as to the City: City of Richfield
6700 Portland Ave
Minneapolis,

55423

MN
Attn: City Manager

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

13. Termination. The City may terminate this Agreement with or without cause upon 10 days' written notice to the Contractor. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of work and funds into the Project. The Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

14. Miscellaneous.

a. Any amendment to this Agreement must be in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties. No assignment or attempted assignment of this Agreement or of any rights hereunder shall be effective without the prior written consent of the City.

b. Each of the undersigned parties warrants it has the full authority to execute this Agreement.

c. Notwithstanding any language in the Specifications to the contrary, 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 Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. Additionally, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial. Litigation may be commenced in state or federal court having jurisdiction in the place where the Project is located, within the time periods prescribed by applicable law.

d. The Contractor warrants that all work performed pursuant to this Agreement shall be in compliance with all federal, state and local laws, ordinances, regulations, rules, and standards, as well as all requirements set forth in the Specifications, or any further requirements of the City. The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements pertaining to the Project.

e. This Agreement, any attached exhibits and any addenda or amendments hereto signed by the parties shall constitute the entire Agreement between the City and Contractor, and supersedes any other written or oral agreements between and City and Contractor.

f. In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions in any application thereof shall not in any way be affected or impaired thereby.

g. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

h. Any and all data created, collected, received, stored, used, maintained, or disseminated by the Contractor 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, and the Contractor must comply with these requirements as if it were a government entity. This

paragraph does not create a duty on the part of the Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement.

i. Pursuant to Minnesota law, the Contractor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all work provided under this Agreement for a minimum of six years from the termination of this Agreement.

j. The Contractor acknowledges that nothing contained in this Agreement nor any act by the City or the Contractor shall be deemed or construed by the Contractor or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Contractor.

k. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year written above.

CITY OF RICHFIELD

SPOHN RANCH, INC.

By: _____
Mary Supple
Its: Mayor

By: _____
Its: _____

By: _____
Katie Rodriguez
Its: City Manager

EXHIBIT A
SPECIFICATIONS

[attached hereto]

EXHIBIT B
CONTRACTOR'S PROJECT FEES

[attached hereto]

EXHIBIT A – SCOPE OF WORK

PROJECT DESCRIPTION

City of Richfield (Client) seeks professional design-build services for the development of a beginner focused concrete skatepark at Augsburg Park in Richfield, MN.

PHASE 1 – DESIGN DEVELOPMENT

Task 1.1 Project Kick-Off Meeting – Spohn Ranch and the Client will kick-off the project via a virtual meeting. We will review the project goals, schedule and points of coordination.

- Task 1.1 Deliverable:
 - Meeting Minutes (PDF)

Task 1.2 Information Gathering & Review – During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the Client to collect additional information as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD format)
- As-built drawings
- Geotechnical report
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements

Task 1.3 Site Walkthrough – Spohn Ranch and the Client will conduct a site walkthrough to review existing conditions, photograph the site and discuss opportunities and constraints.

- Task 1.3 Deliverable
 - Walkthrough Minutes (PDF)

Task 1.4 Public Input Meeting – Spohn Ranch will lead a virtual public meeting to collect design input from the community.

- Task 1.4 Deliverable
 - Meeting Minutes (PDF)

Task 1.5 75% Design Development – Incorporating feedback from the Public Input Meeting, Spohn Ranch will prepare a conceptual design. Conceptual design will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

- Task 1.5 Deliverable
 - 3D Renderings (JPEG)
 - Labeled & Scaled 2D Site Plan (PDF)
 - Construction Cost Estimate (PDF)
 - 2D Base (AutoCAD)



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P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
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LET'S ROLL.



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LET'S ROLL.

Task 1.6 75% Design Development Review Meeting – Spohn Ranch will lead an in-person design meeting with the Client and other relevant stakeholders to present the conceptual design and solicit feedback.

- Task 1.6 Deliverable
 - Meeting Minutes (PDF)

Task 1.7 100% Design Development – Incorporating feedback from the 75% Design Development Review Meeting, Spohn Ranch will refine the conceptual design to a 100% Design Development level.

- Task 1.7 Deliverable
 - 3D Renderings (JPEG)
 - Labeled & Scaled 2D Site Plan (PDF)
 - Construction Cost Estimate (PDF)
 - 2D Base (AutoCAD)

PHASE 2 – CONSTRUCTION DOCUMENTS

Task 2.1 Construction Documents Kick-Off Meeting – Spohn Ranch will lead a virtual meeting with the Client to review 100% Design Development, special requirements and points of coordination.

- Task 2.1 Deliverable
 - Meeting Minutes (PDF)

Task 2.2 90% Construction Documents – Spohn Ranch will prepare professional construction documents detailing the proposed improvements.

- Task 2.2 Deliverable: 90% Construction Documents (PDF & AutoCAD)
 - Title Sheet
 - 3D Perspective
 - Demolition Plan
 - Site Plan
 - Grading & Drainage Plan
 - Steel Plan
 - Color Plan
 - Layout Plan
 - Jointing Plan
 - Sections
 - Details
 - Specifications

Task 2.3 90% Construction Documents Review Meeting – The Client will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the Client to review the redline comments and identify actions necessary to address the comments.

- Task 2.3 Deliverable:
 - Meeting Minutes (PDF)



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Task 2.4 100% Construction Documents – Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal sealed by an Minnesota-licensed professional engineer.

Spohn Ranch will also coordinate with the Client to obtain the permits necessary for construction.

- Task 2.4 Deliverable:
 - 100% Construction Documents (Hard Copy, PDF & AutoCAD)
 - Permits (Hard Copy & PDF)

PHASE 3 – CONSTRUCTION

Task 3.1 Pre-Construction Meeting – Spohn Ranch’s Construction Superintendent will meet with the Client on-site to review the scope of work, schedule and points of coordination.

- Task 3.1 Deliverable:
 - Meeting Agenda (PDF)
 - Construction Schedule (PDF)
 - Meeting Minutes (PDF)

Task 3.2 Construction – Spohn Ranch will provide comprehensive construction services including labor, materials and equipment required to execute the improvements detailed in the 100% Construction Documents.

Task 3.3 Project Closeout – Upon completion of Construction, Spohn Ranch will present the Client with the project closeout deliverables.

- Task 3.3 Deliverable:
 - Acceptance Letter (PDF)
 - Owner’s Manual (PDF)
 - As-Built Drawings (PDF & AutoCAD)

EXHIBIT B – PROJECT FEES

The Phase 1 Design Development services (Tasks 1.1 – 1.7), Phase 2 Construction Document services (Tasks 2.1 – 2.4) and Phase 3 Construction services (Tasks 3.1 – 3.3) described in Exhibit A shall be completed for a not-to-exceed fee of \$180,000.00 per Spohn Ranch's Sourcewell Contract #112420-SRI.

Spohn Ranch's standard payment terms are based upon the following milestones:

- 10% upon signing of the agreement
- 10% upon selection of conceptual design option
- 10% upon completion of construction documents
- 20% upon mobilization
- 35% upon 50% completion of construction
- 10% upon 100% completion of construction
- 5% within 30 days of completion of construction



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LET'S ROLL.



STAFF REPORT NO. 54
CITY COUNCIL MEETING
4/25/2023

REPORT PREPARED BY: Dustin Leslie, City Clerk

DEPARTMENT DIRECTOR
REVIEW:

OTHER DEPARTMENT REVIEW: Chris Swanson, Management Analyst Jennifer Anderson, Health
Administrator

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/19/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a Resolution amending 2023 License, Permit, and Miscellaneous Fees pursuant to the provisions of Appendix D of the Ordinance Code of the city of Richfield.

EXECUTIVE SUMMARY:

At the 9/27/2022 City Council meeting, Council approved an ordinance amending Sections 617 (Food Establishments), 618 (Lodging Establishments), and 619 (Public Pools) of the Richfield City Code. The regulations were updated to be consistent with delegated State requirements and miscellaneous edits for clarity related to food establishments, lodging establishments, and public pools. The changes in the fees for the updated ordinance were not included in the resolution amending Appendix D approved by Council at that same meeting.

After consultation with the City Attorney, it was recommended to bring these changes before Council for approval. Per City Code, amendments to Appendix D can be approved via Resolution, so the changes do not require a new first and second reading of an Ordinance. This change will be put into effect immediately after Council approval.

The attached resolution updates Appendix D to include the new language on food establishments and the pool reinspection fee.

RECOMMENDED ACTION:

By Motion: Adopt a Resolution Amending Appendix D- License, Permit, and Miscellaneous Fees Pursuant to the City Code of Richfield.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

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

C. **CRITICAL TIMING ISSUES:**

If this resolution is not adopted, the city will not be able to charge a reinspection fee for an outdoor pool opening inspection when the operator fails to cancel the appointment and the pool is not ready to open. Letters to schedule pool inspections have already gone out to the operators.

D. **FINANCIAL IMPACT:**

E. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description		Type
▣ Appendix D Resolution		Resolution Letter

RESOLUTION NO.

**RESOLUTION AMENDING 2023 LICENSE, PERMIT AND MISCELLANEOUS FEES
PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE
CITY OF RICHFIELD**

BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that Appendix D is amended as follows:

Section 8. - Commercial Business and Trade Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Firearms Dealer	920.01— 920.05	1 Year	\$2,159.00
(2) Food Establishments	617	(A) Type I Establishment, a large 1 year high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day	
		(1) Food service establishment	\$969.00
		(2) School, kindergarten through grade 12	\$712.00
		(3) Daycare Center or Preschool	\$712.00
		(B) Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day	
		(1) Food service establishment	\$832.00
		(2) School, kindergarten through grade 12	\$554.00
		(3) Daycare Center or Preschool	\$554.00

		(C) Type III Establishment, a medium risk food establishment serving mainly non-time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment	
		(1) Food service establishment	\$712.00
		(2) School, kindergarten through grade 12	\$353.00
		(3) Daycare Center or Preschool	\$353.00
		(D) Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended or mixed drinks, packaged foods customers	
		heat onsite, continental breakfasts, unpackaged baked goods made elsewhere	
		(1) Food service establishment	\$464.00
		(2) School, kindergarten through grade 12	\$215.00
		(3) Daycare Center or Preschool	\$215.00
		(E) Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging	
		(1) Food service establishment	\$285.00
		(2) School, kindergarten through grade 12	\$178.00
		(3) Daycare Center or Preschool	\$178.00
		(F) Supplemental Facility	
		(1) High Supplemental Facility (like Type I and <u>or</u> II)	\$178.00

		(2) Medium Supplemental Facility (like Type III and IV)	\$142.00
		(3) Catering Supplemental Facility (for Food Catering Vehicle(s) and equipment)	\$215.00
		(4) Low Supplemental Facility (like Type <u>IV or V</u>)	\$106.00
		(G) Temporary Food Establishment	
		(1) Complex Temporary 1 to 3 days (like Type I and or II)	\$178.00
		(2) Complex Temporary 4 to 21 days (like Type I and or II)	\$321.00
		(3) Simple Temporary 1 to 3 days (like Type III, IV and or V)	\$74.00
		(4) Simple Temporary 4 to 21 days (like Type III, IV and or V)	\$172.00
		(5) Temporary Food Multi-Vendor	\$900.00
		(H) Farmer's Market Stand (stands not exempted from licensing in Minnesota Statue Chapter 28A)	\$215.00
(3) Automobile Washing Establishment	1125	Per calendar Year or fraction thereof	\$215.00
(4) Cesspools	925.03	Permit fee for opening cesspool or dumping contents of each cesspool into City sewer	\$33.00
(5) Incinerator	601.29— 601.31	1 Year	\$64.00
(6) Tobacco	1146.01(MS 461.12)	Retail Sale and Distribution - License issued on calendar Year (cigarette vending machines prohibited) (Bill No. 1998-19)	\$541.00

(7) Transient Merchant	1181.01— 1181.09	1 Day	\$138.00
(8) Wagon Peddler	1181	1 Year	\$324.00
(9) State hawker or Peddler license	1181	6 month/per person covered	\$80.00
(10) Canvasser or Solicitor	1181	6 month/per person covered	\$80.00
(11) Christmas Tree Sale	1130.03	1 Year	\$176.00
(12) Lodging Establishments	618	(A) Hotel/Motel	\$299.00
		(1) Each Guestroom	\$24.00
(13) Outdoor Merchandising	1135	Permit	\$137.00
(14) Storage Enclosure	1135	Per Enclosure	\$117.00
(15) Pawnbroker	1187	(a) Pawnbroker 1 Year	\$5,626.00
		(b) Owner investigation fee 1 Year (nonrefundable)	\$3,234.00
		(c) Manager investigation fee 1 Year (nonrefundable)	\$1,170.00
		(d) Employee investigation fee 1 Year (nonrefundable)	\$112.00
		(e) Transaction fee - per transaction	\$2.00
(16) Secondhand Goods Dealer	1186	(a) Secondhand Goods Dealer 1 Year	\$617.00

		(b) Initial investigation fee (nonrefundable) actual costs in excess of above with total not exceeding	\$2,438.00
		Applicant shall deposit \$1,200.00 with Licensing Clerk along with application. Amount in excess of actual application costs shall be refunded.	
(17) Auto Detailing Establishment	1195.01	1 Year	\$481.00
(18) Tattoo, Body Piercing, Body Painting or Body Branding	630	(a) Tattoo, body piercing, body painting or body branding 1 Year	\$1,077.00
		(b) Initial investigation fee (nonrefundable)	\$1,046.00
		1 Year	
(19) Temporary Tattoo, Body Piercing, Body Branding and Body painting events	630	Per booth	\$64.00
(20) Massage Therapy Enterprise License (Business license)	1188	Annual license 1 Year	\$1,046.00
		Investigation fee (new license)	\$1,046.00
Massage Therapist (Individual License)		Annual license 1 Year	\$103.00
		Investigation fee (new license)	\$106.00
Temporary Massage Therapist License		Per temporary location	\$216.00

(21) Public Swimming Pools	619	(A) Indoor	
		(1) First pool	\$285.00
		(2) Each additional pool	\$142.00
		(B) Outdoor	
		(1) First pool	\$285.00
		(2) Each additional pool	\$142.00
		(C) School, K through grade 12, pools	
		(1) First pool	\$185.00
		(2) Each additional pool	\$103.00
		<u>(D) Pool opening reinspection fee, operator makes an appointment for an inspection, but the pool is not ready to open</u>	<u>\$ 100.00</u>
(22) Motion pictures and commercial photography permit	1197	Per event Photography Motion picture (based on application)	\$50.00 \$200.00

Passed by the City Council of the City of Richfield, Minnesota this 25th day of April 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk