



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
MAY 9, 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: 2450 490 8842 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 25, 2023; and (2) City Council Meeting of April 25, 2023.

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider adoption of several resolutions to accept financial and/or material support from state and federal agencies for local infrastructure planning and construction.

Staff Report No. 55
 - B. Consider approval of resolution authorizing Agreement #1044209 with the Minnesota Department of Transportation (MnDOT) and Hennepin County for provisions related to minor traffic signal maintenance for the south traffic signal at Trunk Highway 62 and Penn Avenue (CSAH 32).

Staff Report No. 56
 - C. Consider acceptance of the public storm sewer constructed by Hope Presbyterian Church and authorize reimbursement of costs incurred by Hope Presbyterian Church for the installation of public storm sewer across the church's private parking lot.

Staff Report No. 57
 - D. Consider the approval of the amended fourth amendment to the Site Lease Agreement at 6700 Portland Avenue between the City of Richfield and Sprint Spectrum Realty Company, LLC (successor in interest to Sprint Spectrum LP., a Delaware limited partnership) to modify equipment, request for the addition of a five

(5) year automatic Renewal Term, and change of successor in interest to T-Mobile Central LLC.

Staff Report No. 58

- E. To consider a resolution to approve the amendment to (1) the Educational Facilities Revenue Note (Academy of Holy Angels Project), Series 2002, dated December 30, 2002; and (2) the Educational Facilities Revenue Note (Academy of Holy Angels Project), Series 2003.

Staff Report No. 59

- F. Consider a resolution to accept \$100,000 in funds from Hennepin County's Broadband Expansion grant and authorize the Mayor and City Manager to execute the grant agreement with Hennepin County and subsequent agreement with Arrive Ministries.

Staff Report No. 60

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

CITY MANAGER'S REPORT

4. City Manager's Report

CLAIMS AND PAYROLLS

5. Claims and Payroll

COUNCIL DISCUSSION

6. Hats Off to Hometown Hits

7. 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 25, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 5:30 p.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; Dustin Leslie, City Clerk; Sack Thongvanh, Assistant City Manager; Melissa Poehlman, Community Development Director; Jenell Wood, Assistant Fire Chief; Jay Henthorne, Police Chief; Amy Markle, Recreation Services Director; Kristin Asher, Public Works Director.

ITEM #1

CITY COUNCIL AND STAFF QUARTERLY MEETING-POLICY TOPIC PROPOSALS AND TENTATIVE 2024 WORKPLANS

Mayor Supple introduced the topic to the audience and spoke about limited resources and fitting priorities within the city's work plan.

City Manager Rodriguez presented the process in drafting the priorities and spoke about how they were ranked. She also touched on the work plan for 2023-2024 as well as action steps. She then introduced Proposal #1: Additional Renter Protections. Council Member Whalen summarized the priority to the rest of the Council.

Council Member Hayford Oleary asked Council Member Whalen if he was hearing about issues from renters in the community and what led to him putting forward this priority. Council Member Whalen spoke about criminal background checks and how the long timeline made it impossible for some people to even apply for rental units. He also spoke about lack-of-notice for evictions and displacement of people due to the high upfront costs of moving in.

Community Development Director Poehlman spoke about using third party housing navigators to be more proactive with renters and to find out the issues renters are facing. She also spoke about looking into what other communities are doing as well as watching what happens at the Legislature in terms of renter protections.

Council Member Hayford Oleary spoke about where Minnesota was at compared to other states in terms of renter protections and the city is lagging behind.

Mayor Supple stated it was important to strengthen renter protections. She further stated that working with a housing navigator would put the city in the right direction.

City Manager Rodriguez introduced Proposal #2: Institutional Housing Ownership and summarized it for Council. She noted there was currently not a problem of investors buying up homes in Richfield but that staff would continue to monitor.

Mayor Supple stated she brought forward this issue because there have been issues across the nation and wanted to make sure it would not happen in Richfield. She noted that required inspections have helped the issue and agreed with staff continuing to monitor the issue to avoid future problems.

Police Chief Henthorne spoke about inspections and the high levels of code compliance within the city and how it ensures fewer issues for the future.

Community Development Director Poehlman stated there was a bill at the Legislature which would help with the issue as it would define what an investor was. While she did not agree with all of the wording in the bill, she noted it would be a step in the right direction.

Council Member Trautmann spoke about Airbnbs stating that he used to be supportive of them but is now worrying they could change the dynamic of neighborhoods. He spoke about measures taken in Bloomington about Airbnbs.

Community Development Director Poehlman stated it was difficult to track Airbnbs in the city as rental licenses do not distinguish between short-term and long-term rentals. There was also a discussion about the city's tourism tax and ensuring that Airbnbs were paying it.

City Manager Rodriguez introduced Proposal #3: State of the Community Event. She noted that it was likely too late to have an event in 2023 but could schedule one for spring 2024. Due to limited resources, there would have to be cuts to other programming such as Minutes with the Mayor.

Mayor Supple spoke about attending the Three Rivers Park District State of the Park event and that is was a good way to showcase their work. She further stated it would be a good opportunity to have multiple organizations within the community have a voice.

Council Member Hayford Oleary stated it would be worth doing if it could be balanced with other resources. He noted it would pair well with other current initiatives such as strategic planning.

Council Member Whalen stated he did not have strong views either way on the idea but thinks a forum in which the community can be showcased would be a good idea.

Council Member Christensen stated that bringing in community partners would be a good idea because it will give lesser known organizations a chance to become better known.

Council Member Trautmann noted it may be a good idea to piggyback this with another event to increase attendance.

City Manager Rodriguez introduced Proposal #4: Eliminate Parking Requirements. She spoke of concerns regarding safety, staff time, and resident push back which could affect other strategic planning initiatives.

Council Member Hayford Oleary spoke about the proposal and stated he was not suggesting an all-or-none proposal. He also noted that he hears a lot of complaints about parking.

Community Development Director Poehlman stated staff was looking at solutions for spillover parking and noted a lot of departments would be involved in creating a plan for eliminating parking requirements.

Public Works Director Asher spoke about parking difficulties during the winter and issues residents face when there is limited parking during snow emergencies.

Police Chief Henthorne talked about how common parking complaints were for the city and that there were around 1,200 parking complaints out of 40,000 total calls for service over the course of the previous year. He further noted that the amount of complaints were increasing each year since there was less and less parking available. He also spoke about the difficulties of plowing and towing during snow storms due to the narrowing of the roads.

Council Member Whalen stated that streets in Richfield are wide and that while it may affect some residents ability to park, he did not see it as a reason to keep parking requirements in place. He also stated that 1,200 out of 40,000 calls did not seem like a lot.

Police Chief Henthorne stated that 1,200 out of 40,000 may not seem like a lot but adds up to 100 calls a month which takes up a lot of time for officers since they respond to every call.

Council Member Hayford Oleary asked the Chief how many calls were actually violations compared to perceived violations? Chief Henthorne stated he had no data on how many were actually violations but that officers work to educate residents in all instances.

Council Member Hayford Oleary asked if staff could research the areas where it would work better to have less parking requirements. He stated that he could see why a 100% elimination would be too much for a lot of residents but argued it could be a way to get more small businesses in the city as well as affordable housing. He spoke about specific examples he sent out to the group prior to the meeting.

Council Member Trautmann said he was supportive of looking at where it would make most sense to change parking limits.

Mayor Supple stated she did not support eliminating parking minimums and that a better way would be to look at areas where it would be more effective and looking at variances on a case-by-case basis. She further stated that residents were concerned about barriers for certain groups with elimination of parking minimums. She also spoke about winter parking requirements and emergency vehicles not being able to get through.

Council Member Whalen stated he was generally supportive of this proposal but that doing it all at once was not practical. He stated that eliminating parking minimums was not eliminating parking in the city. He also spoke about climate change and that society needs to change their habits in order to keep the planet habitable. He asked staff what specific parking ratios were problematic in the city.

Community Development Director Poehlman stated that Beacon housing developments have not used all the parking. She stated fast casual type restaurants will often get variances for parking requirements. She further stated that there were not enough staff resources as most of the department's work was legally required work. She said that if the Council wanted to make this proposal a priority, that the department would have to move other priorities over. She said that there have been restaurants that the city has worked with on a case-by-case basis with parking variances.

Mayor Supple stated that the city could advocate for more transit in the area by putting it on the list of legislative priorities.

Council Member Hayford Oleary argued that transit will never be able to compete with cars while everything is catered to driving. He noted that transit has improved and parking minimums should reflect that.

City Manager Rodriguez spoke about the variance process as well as lack of sidewalks making it more difficult to put in reduced parking minimums.

Council Member Whalen said it seemed like the Community Development Department needed more staffing to help with big picture items. He noted that many of the priorities of the strategic plan included community development and that they were important priorities. City Manager Rodriguez spoke about available staffing resources, support from other departments for community development projects, and reduced revenues related to redevelopment.

Mayor Supple and City Manager Rodriguez summarized the conversation and spoke about next steps.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:53 pm

Date Approved: May 9, 2023

Mary B. Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

April 25, 2023

CALL TO ORDER

The meeting was called to order by Mayor Supple at 7:01 p.m. in the Council Chambers.

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

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; 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

Kathleen Balaban, 6526 Stevens Avenue South, requested Council remove staff report 48 pertaining to the \$10 million bond and appointing the HRA to conduct the public hearing. She stated the Council should be responsible for all public hearings and not the commissions.

Larry Ernster, 6727 Elliott Avenue South, asked the city to respond to various questions regarding item 4B on the Consent Agenda.

APPROVAL OF MINUTES

M/,Hayford Oleary S/Trautmann to approve the minutes of the: (1) City Council Work Session of April 11, 2023; (2); City Council Meeting of April 11, 2023.

Motion carried: 5-0

ITEM #1	PROCLAMATION TO RECOGNIZE ARBOR DAY 2023
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Mayor Supple read aloud the proclamation.

ITEM #2	ASIAN AND PACIFIC AMERICAN HERITAGE MONTH PROCLAMATION
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Mayor Supple read aloud the proclamation.

ITEM #3	APPROVAL OF THE AGENDA
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M/Whalen, S/Hayford Oleary to approve agenda.

Council Member Trautmann asked staff if there are HRA funds actually going towards the project on the consent agenda. Mayor Supple suggested this item be pulled for discussion.

Motion carried: 5-0

ITEM #4	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- A. A request for 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)

RESOLUTION NO. 12084

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

- ~~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 to this matter to the Housing and Redevelopment Authority (Staff Report No. 48)~~

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 THERETO~~**

- C. Consider the approval of the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement (JPS) 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)

RESOLUTION NO. 12086

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

- 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)

RESOLUTION NO. 12087

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

- 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)

M/Supple, S/Trautmann to removed Item 4B from the consent calendar.

Motion carried: 5-0

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

Council Member Whalen stated for Item G, he thanked staff for their role in obtaining the grant funding and the students for their recommendations on the design of the skate park.

Motion carried: 5-0

ITEM #5	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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4B. 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 to this matter to the Housing and Redevelopment Authority (Staff Report No. 48)

City Manager Rodriguez presented Staff Report 48.

M/Whalen, S/Hayford Oleary to approve 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 thereto.

Council Member Hayford Oleary asked if the Council's action tonight would approve the issuance of these bonds or if it allows the HRA to do the final approval. He asked if it was approved tonight, why would the public hearing be held afterwards. Kennedy and Graven Attorney Julie Eddington noted the IRS rules allowed cities to issue bonds and that authority can be delegated to a commission. She indicated the bonds were not an obligation of the city or the HRA but are the obligation of the developer. She noted the reason the HRA wanted to get involved in this was they wanted to provide more affordability to the area in general and have more students attend Richfield Public Schools.

Council Member Hayford Oleary asked if this action tonight authorized the bonds or would the HRA make that decision. Eddington stated the Resolution delegated the authority to the HRA to hold the public hearing at the HRA level and gives the approval for the HRA to issue the bonds when they have their meeting.

Council Member Trautmann asked why this process was being done this way instead of the HRA holding the public hearing first and then their recommendation comes to the Council. Eddington responded the IRS rules allow the HRA to hold the hearing and issue the bonds. She noted the HRA was the ones issuing the bonds and could say yes or no to them. However, if the Council was uncomfortable with that process, something different could be done.

City Manager Rodriguez stated in a Planning Commission scenario, they are an advisory body to the Council where the HRA was not.

Council Member Trautmann asked what the HRA was doing by issuing the bonds. Eddington stated the HRA had already gone to the State to ask for housing allocation and affordable bonds that cannot be done as a developer without the allocation. She indicated this bond would allow the developer to finish the project and it also allowed them to get tax credits. She stated while the HRA was issuing the bonds, the HRA had no responsibility to pay them back and it does not impact Richfield's credit rating or require long-term work on the part of the HRA. She indicated if there was a default, it would be the borrower's default and not the City's default.

Council Member Whalen asked if children who lived in the Fort Snelling area could go to the Richfield schools. Eddington responded that they could. She explained this was also within Hennepin County and the County has given the HRA authority to do the bonds in Richfield and their approval has provided the HRA the ability to issue the bonds for the Fort Snelling area.

Mayor Supple stated the Fort Snelling area was not an incorporated area so they are not part of any city, but they are a part of the State of Minnesota and the County of Hennepin. She noted there was no city responsible for that area. Eddington responded that was correct and the property was controlled by the Department of Natural Resources (DNR).

Mayor Supple asked if the DNR could host bonds. Eddington responded that after researching the option, it would be very difficult to get it done that way.

Council Member Whalen believed the benefit of the affordability was great and he generally was in support of this. He asked where the children would go if they picked a different school instead of a Richfield school. Mayor Supple indicated the children at Fort Snelling were a part of the Richfield School District.

Council Member Whalen stated having spoken with the School Board in the past, that the Board is generally in favor of any developments that bring in more students as the funding they received was based on a per student ratio. He noted having 200 students would be roughly \$8,000 per student funding.

Mayor Supple asked if the developer would answer questions about the number of bedrooms of these units. Dominion representative Khayree Duckett responded there was a mix of up to five-bedroom units. He believed the entire development would have 192 apartment units.

Council Member Whalen asked for the breakdown between studio apartments and bedroom apartments. He inquired about Dominion's reputation with respect to tenants and maintenance. Mr. Duckett stated he could get the Council an exact unit count, but he has been assured by the development team that 75 percent and more of the apartment homes at the development are two plus bedrooms. He summarized the track record of the developer with respect to the tenants and maintenance.

Mayor Supple asked if the \$10 million would be used to finish the development. Mr. Duckett responded the Fort Snelling area is a historic area and this was a gradual process going building by building so some of the units have already been occupied.

Mayor Supple believed most of the questions from Open Forum had been answered. She believed the benefit this provided was more affordable housing for families who needed more bedrooms and larger spaces and this was something the city was missing.

Council Member Hayford Oleary noted tonight they are just referring this to the HRA and he encouraged anyone who had questions to attend the HRA Public Hearing.

Council Member Whalen stated he was comfortable with the HRA making a decision, but asked if the HRA has already discussed this and if so, could a summary be given. Mayor Supple responded that the HRA had a discussion at their December 12, 2022 meeting. She briefly summarized what was discussed at that meeting.

RESOLUTION NO. 12085

**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**

Motion carried: 5-0

ITEM #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)
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Council Member Hayford Oleary presented Staff Report No. 54.

M/Hayford Oleary, S/Whalen to approve the Resolution amending 2023 license, permit, and miscellaneous fees pursuant to the provisions of Appendix D of the Ordinance Code of the city of Richfield.

RESOLUTION NO. 12088

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

Motion carried: 5-0

ITEM #7	CITY MANAGER'S REPORT
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No report.

ITEM #8	CLAIMS AND PAYROLL
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M/Whalen, S/Trautmann that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>04/25/2023</u>
A/P Checks: 313703 - 313985	\$1,431,283.14
Payroll: 177839 – 178130, 43637	\$795,965.96
TOTAL	\$2,227,249.10

Motion carried: 5-0

ITEM #9	HATS OFF TO HOMETOWN HITS
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Council Member Whalen encouraged everyone to pick up any garbage they see on the streets or in the parks. He indicated the Adopt-a-Park Program is also a great way to keep the parks clean.

Council Member Christensen gave a shout out to the Fourth Annual City of Richfield Citywide Food Drive with the help of many individuals. She stated they had collected several truckloads that were given to VEEP and Richfield High School.

Council Member Hayford Oleary recognized the Eco Fair and thanked everyone who assisted with the event. He recognized the cannabis bill that passed the House and would be moving on to the Senate.

Council Member Trautmann stated this was the last week to submit a name for the Gene and Mary Jacobson Outstanding Citizen Award. He gave a shout out to the new restaurants who have or are opening up this Spring in Richfield.

Mayor Supple introduced Barney and indicated April 30 was National Animal Therapy Day and she gave a hats off to Dan Smieja and his partner Barney, the Basset Hound, as well as all of the other NorthStar Therapy Animal teams in the City. She stated there are still some Commission openings. She also put out kudos to the communications staff for putting out the annual report.

ITEM #10	ADJOURNMENT
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M/Trautmann, S/Whalen to adjourn the meeting at 8:02 p.m.

Motion carried: 5-0

Date Approved: May 9, 2023

Mary B. Supple
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 55
CITY COUNCIL MEETING
5/9/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/2/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/2/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of several resolutions to accept financial and/or material support from state and federal agencies for local infrastructure planning and construction.

EXECUTIVE SUMMARY:

In 2022, under the leadership of former Transportation Engineer Ben Manibog and Richfield Public Schools Safe Routes to School Coordinator Will Wlizlo, the City applied for several grants to advance pedestrian, bicycle, and other active transportation infrastructure within the city. This initiative has resulted in more than \$1,000,000 in infrastructure funding for the City to continue building transportation infrastructure that has been identified by the City's Bicycle Master Plan, Pedestrian Master Plan, and Safe Routes to School Master Plan.

The City of Richfield has been awarded grants for the following projects:

- MnDOT Active Transportation award of planning assistance for the creation of an Active Transportation Action Plan in 2023.
- MnDOT Safe Routes to School award of planning assistance and up to \$10,000 in materials for a demonstration project on 70th Street in 2023.
- MnDOT Safe Routes to School award of planning assistance and up to \$10,000 in materials for a demonstration project on 73rd Street in 2023.
- MnDOT Safe Routes to School award of up to \$173,000 for construction of a sidewalk on 71st Street in 2023.
- MnDOT Active Transportation award of up to \$235,950 for pedestrian improvements at 66th Street/Richfield Parkway in 2024.
- Federal Surface Transportation Block Grant award of up to \$635,000 for construction of a trail on 73rd Street in 2026.

RECOMMENDED ACTION:

By Motion: Adopt the resolutions to accept financial and/or material support from state and federal agencies for local infrastructure planning and construction.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

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

Pursuit and acceptance of these grants is consistent with the Sustainable Infrastructure Strategic Plan Priority (Sustainable Infrastructure Financing).

C. CRITICAL TIMING ISSUES:

- Planning for the implementation of these grant projects is underway and therefore these awards should be formally accepted by City Council.
- The 70th Street Safe Routes to School demonstration project has already been installed and therefore the grant needs to be retroactively accepted.

D. FINANCIAL IMPACT:

- Between 2023 and 2026, the city will receive up to \$1,043,950 in direct funding grants from the state and federal governments, as well as planning assistance and up to \$20,000 in material donations.
- The city will be responsible for any project costs in excess of those amounts, and the federal funding for the 73rd St project requires a 20% match (estimated at \$127,000).

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ Active Transportation Plan Resolution	Resolution Letter
▣ SRTS 70th St Demo Resolution	Resolution Letter
▣ SRTS 73rd St Demo Resolution	Resolution Letter
▣ 71st St Sidewalk Resolution	Resolution Letter
▣ 66th Richfield Parkway RRFB Resolution	Resolution Letter
▣ 73rd St Trail Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD
TO ACCEPT A PLANNING ASSISTANCE GRANT FROM
THE MINNESOTA DEPARTMENT OF TRANSPORTATION
FOR ACTIVE TRANSPORTATION PLANNING
ASSISTANCE**

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the Minnesota legislature established the Active Transportation program in 2018 which is administered by the Minnesota Department of Transportation; and

WHEREAS, the City's Pedestrian Master Plan and Bicycle Master Plan are nearing completion of the proposed networks; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities; and

WHEREAS, the Minnesota Department of Transportation has granted planning assistance services to the City of Richfield for the creation of an Active Transportation Action Plan; and

WHEREAS, the City Council has determined that it is in the City's best interests to accept these services for the creation of an Active Transportation Action Plan; and

WHEREAS, delivery of the Active Transportation Action Plan is scheduled for 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the Mayor and City Manager are hereby authorized and directed to take any and all actions required to accept the grant services for and on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT A PLANNING ASSISTANCE AND MATERIAL GRANT FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR A DEMONSTRATION PROJECT ON 70TH STREET

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the City of Richfield and Richfield Public Schools have collaborated to apply for Safe Routes to School (SRTS) funding provided by the Minnesota Department of Transportation (MnDOT); and

WHEREAS, intersection improvements on 70th Street at Elliot Ave and 12th Ave were identified as a priority in the 2018 Pedestrian Master Plan and analyzed in the 2021 SRTS Engineering Study; and

WHEREAS, 35 percent and 28 percent of students live less than one mile from Richfield STEM Elementary and Dual Language School respectively; and

WHEREAS, 60 percent and 75 percent of students are Black, Indigenous, or People of Color at Richfield STEM Elementary and Dual Language School respectively; and

WHEREAS, intersection improvements on 70th Street at Elliot Ave and 12th Ave will increase safety and improve the experience of students traveling to and from school; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities; and

WHEREAS, the Minnesota Department of Transportation has granted planning assistance services and materials to the City of Richfield for the installation of a demonstration project of these intersection improvements; and

WHEREAS, the City Council has determined that it is in the City's best interests to accept these services and materials for the installation of a demonstration project of these intersection improvements; and

WHEREAS, installation of the demonstration project took place in late April, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the Mayor and City Manager are hereby authorized and

directed to take any and all actions required to accept the grant services and materials for and on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT A PLANNING ASSISTANCE AND MATERIAL GRANT FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR A DEMONSTRATION PROJECT ON 73RD STREET

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the City of Richfield and Richfield Public Schools have collaborated to apply for Safe Routes to School (SRTS) funding provided by the Minnesota Department of Transportation (MnDOT); and

WHEREAS, there is a pedestrian and bike gap on 73rd St adjacent to Centennial Elementary; and

WHEREAS, an average of 8% of Centennial students walk or bike to school and

WHEREAS, the gap and related infrastructure were identified in the 2009 and 2014 SRTS Comprehensive Plans in collaboration with Richfield Public Schools; and

WHEREAS, closing the 73rd Street pedestrian gap and improving pedestrian crossings will increase safety and improve the experience of students traveling to and from school; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities; and

WHEREAS, the Minnesota Department of Transportation has granted planning assistance services and materials to the City of Richfield for the installation of a demonstration project of these intersection improvements; and

WHEREAS, the City Council has determined that it is in the City's best interests to accept these services and materials for the installation of a demonstration project of these intersection improvements; and

WHEREAS, installation of the demonstration project is scheduled for 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the Mayor and City Manager are hereby authorized and directed to take any and all actions required to accept the grant services and materials for and on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT GRANT FUNDS FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR SIDEWALK CONSTRUCTION ON 71ST STREET

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the City of Richfield and Richfield Public Schools have collaborated to apply for Safe Routes to School (SRTS) funding provided by the Minnesota Department of Transportation (MnDOT); and

WHEREAS, there is a sidewalk gap on 71st St adjacent to Richfield STEM Elementary and Dual Language Schools; and

WHEREAS, the sidewalk gap and related infrastructure were identified as a priority in the 2018 Pedestrian Master Plan and analyzed in the 2021 SRTS Engineering Study; and

WHEREAS, 35 percent and 28 percent of students live less than one mile from Richfield STEM Elementary and Dual Language School respectively; and

WHEREAS, 60 percent and 75 percent of students are Black, Indigenous, or People of Color at Richfield STEM Elementary and Dual Language School respectively; and

WHEREAS, closing the 71st St sidewalk gap, replacing pedestrian ramps, and installing a crosswalk will increase safety and improve the experience of students traveling to and from school; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities; and

WHEREAS, the Minnesota Department of Transportation has granted \$173,000 to the City of Richfield for construction of a sidewalk on 71st Street; and

WHEREAS, the City Council has determined that it is in the City's best interests to accept these funds for construction of a sidewalk on 71st Street; and

WHEREAS, construction is scheduled for 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the Mayor and City Manager are hereby authorized and directed to take any and all actions required to accept the grant funds for and on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT GRANT FUNDS FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR PEDESTRIAN IMPROVEMENTS AT 66TH STREET AND RICHFIELD PARKWAY

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the Minnesota legislature established the Active Transportation program in 2018 which is administered by the Minnesota Department of Transportation; and

WHEREAS, Public Works is looking to upgrade the pedestrian crossings at the 66th Street (CSAH 53) and Richfield Parkway intersection that operates as a roundabout; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities; and

WHEREAS, the City applied for an Active Transportation grant for to construct Rectangular Rapid Flashing Beacons (RRFB) at all legs of the roundabout, and upgrades to the pedestrian refuges and approaches to meet ADA guidelines on the north, east, and south legs; and

WHEREAS, the Minnesota Department of Transportation has granted \$235,950 to the City of Richfield for construction of RRFBs and improved pedestrian facilities at the 66th Street and Richfield Parkway roundabout; and

WHEREAS, the City Council has determined that it is in the City's best interests to accept these funds for construction of RRFBs and improved pedestrian facilities at the 66th Street and Richfield Parkway roundabout; and

WHEREAS, construction is scheduled for 2024; and

WHEREAS, Minnesota Department of Transportation requirements specify that the City must agree to finance any cost in excess of the grant amount; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the Mayor and City Manager are hereby authorized and directed to take any and all actions required to accept the grant funds for and on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD
TO ACCEPT GRANT FUNDS FROM THE
METROPOLITAN COUNCIL FOR TRAIL CONSTRUCTION
ON 73RD STREET.**

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the Metropolitan Council's regional solicitation is a competitive federal funding allocation process available to local governments in the Twin Cities region; and

WHEREAS, the regional solicitation's Safe Routes to School (SRTS) Infrastructure category's purpose is to fund projects that focus on improving safety around school sites; and

WHEREAS, there is a pedestrian and bike gap on 73rd St adjacent to Centennial Elementary; and

WHEREAS, an average of 8% of Centennial students walk or bike to school and

WHEREAS, the gap and related infrastructure were identified in the 2009 and 2014 SRTS Comprehensive Plans in collaboration with Richfield Public Schools; and

WHEREAS, closing the 73rd Street pedestrian gap and improving pedestrian crossings will increase safety and improve the experience of students traveling to and from school; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities; and

WHEREAS, the Metropolitan Council has granted \$635,000 to the City of Richfield for construction of a trail on 73rd Street; and

WHEREAS, the City Council has determined that it is in the City's best interests to accept these funds for construction of a trail on 73rd Street; and

WHEREAS, the City will match 20% of the grant funds per the program requirements; and

WHEREAS, construction is scheduled for 2026; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the Mayor and City Manager are hereby authorized and directed to take any and all actions required to accept the grant funds for and on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 56
CITY COUNCIL MEETING
5/9/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
 5/2/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
 5/2/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of resolution authorizing Agreement #1044209 with the Minnesota Department of Transportation (MnDOT) and Hennepin County for provisions related to minor traffic signal maintenance for the south traffic signal at Trunk Highway 62 and Penn Avenue (CSAH 32).

EXECUTIVE SUMMARY:

MnDOT Agreement #1044209 is a standard traffic signal maintenance agreement for a traffic signal within the City limits. The City's responsibilities are to provide power supply, maintain pole-mounted LED luminaires, replace signal system LED indications, clean the signal system cabinet, and clean and paint the signal system and luminaire mast arm extensions.

This agreement is consistent with previously approved signal agreements for State and County owned and operated signals within the City of Richfield.

RECOMMENDED ACTION:

By Motion: Approve the resolution authorizing Agreement #1044209 with MnDOT and Hennepin County for provisions related to minor traffic signal maintenance for the south traffic signal at Trunk Highway 62 and Penn Avenue (CSAH 32).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

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

N/A

C. CRITICAL TIMING ISSUES:

MnDOT is requesting timely approval of the agreement by the City.

D. FINANCIAL IMPACT:

Richfield will be responsible for costs associated with the minor signal maintenance responsibilities and electrical costs for the traffic signal. These costs are budgeted in the annual Public Works Street

Maintenance budget.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ MnDOT Agreement #1044209	Contract/Agreement
☐ Resolution	Resolution Letter

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF RICHFIELD
AND
HENNEPIN COUNTY
TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT**

Control Section (C.S.):	<u>2774</u>
Trunk Highway Number (T.H.):	<u>62=384</u>
Signal System ID No.:	<u>1735513</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Richfield acting through its City Council ("City"), and Hennepin County acting through its Board of Commissioners ("County").

Recitals

1. The County and the State wish to define their respective operation and maintenance responsibilities for the existing traffic control signal with Signal Pole Mounted Luminares, Accessible Pedestrian Signals ("APS"), and Signing ("Signal System"), and Emergency Vehicle Pre-emption System ("EVP System"), on Trunk Highway No. 62 south ramp at County State Aid Highway (C.S.A.H.) No. 32; and
2. C.S.A.H. 62 (now T.H. 62) was turned back to the State by Hennepin County in 1988 under Agreement No. 64760, Hennepin County Agreement No. PW 24-40-88, after which the State had taken ownership of the Signal System; and
3. Between 1988 and the present no signal maintenance agreements were written to reflect the State's ownership of the Signal System; and
4. The County wishes to delegate its maintenance responsibilities for the Signal System and EVP System to the City, and the City and State concur in the request; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure.

The terms and conditions set forth in Article 2. Signal System and EVP System Operation and Maintenance may be terminated by another Agreement between the parties.

2. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the existing Signal System and EVP System on T.H. 62 south ramp at C.S.A.H. 32.

2.1. City Responsibilities.

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted Light Emitting Diode ("LED") luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials ("AASHTO") levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers ("ITE") standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean and paint the Signal System and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3X, unless approved by the State's District Traffic Engineer.

2.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the State.
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System will be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the City and County immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City and County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP System will be determined by the State.

2.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name, Title: Gregory Kern, MnDOT Metropolitan District Traffic Engineer (or successor)
Address: 1500 County Road B2 West, Roseville, MN 55113
Telephone: (651) 234-7877
E-Mail: gregory.kern@state.mn.us

3.2. The City's Authorized Representative will be:

Name, Title: Joe Powers, City Engineer (or successor)
Address: 6700 Portland Avenue, Richfield, MN 55423
Telephone: (612) 861-9791
E-Mail: jpowers@richfieldmn.gov

3.3. The County's Authorized Representative will be:

Name, Title: Nick Erpelding, Traffic Operations Division Manager (or successor)
Address: 1600 Prairie Drive, Medina, MN 55340
Telephone: (612) 596-0578
E-Mail: nick.erpelding@hennepin.us

4. Assignment; Amendments; Waiver; Contract Complete

- 4.1. Assignment.** None of the parties may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 4.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 4.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 4.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, City and County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability; Worker Compensation Claims; Insurance

- 5.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and County.
- 5.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, County or State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination; Suspension

10.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

10.2. Termination for Insufficient Funding. The State 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 or fax notice to the City and County.

10.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement.

11. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

HENNEPIN COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

ATTEST:

By: _____
(Deputy/Clerk of the County Board)

Date: _____

REVIEWED BY THE COUNTY ATTORNEY’S OFFICE:

By: _____
(Assistant County Attorney)

Date: _____

By: _____
(Chair of its County Board)

Date: _____

And: _____
(County Administrator)

Date: _____

And: _____
(Assistant County Administrator, Public Works)

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
(Department Director, Transportation Operations)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF RICHFIELD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____
(Mayor)

Date: _____

By: _____
(City Manager)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Traffic Engineer)

Date: _____

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RESOLUTION NO.

**RESOLUTION AUTHORIZING APPROVAL OF MNDOT AGREEMENT NO. 1044209
BETWEEN THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE
CITY OF RICHFIELD FOR TRAFFIC CONTROL SIGNAL MAINTENANCE**

WHEREAS, the Minnesota Department of Transportation has prepared a traffic signal agreement that outlines the responsibilities of the Minnesota Department of Transportation and the City of Richfield to provide for minor maintenance to the Traffic Control Signal System on Trunk Highway No. 62 south ramps at County State Aid Highway No. 32 within the corporate City limits.

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

1. That the City of Richfield enter into MnDOT Agreement No. 1044209 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for power, operation, and maintenance responsibilities for the existing Traffic Control Signals including Emergency Vehicle Pre-emption Systems, on Trunk Highway No. 62 south ramps at County State Aid Highway No. 32 in the City of Richfield, Hennepin County, Minnesota

2. That the Mayor and City Manager are authorized to execute Agreement No. 1044209 and any amendments to the Agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 57
CITY COUNCIL MEETING
5/9/2023

REPORT PREPARED BY: Joe Powers, City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/2/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/2/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider acceptance of the public storm sewer constructed by Hope Presbyterian Church and authorize reimbursement of costs incurred by Hope Presbyterian Church for the installation of public storm sewer across the church's private parking lot.

EXECUTIVE SUMMARY:

As part of the recent building expansion project at Hope Presbyterian Church (Church), new public storm sewer was installed to convey public stormwater runoff from the 5th Avenue right-of-way, through the Church's private parking lot, and to existing storm sewer within the 4th Avenue right-of-way.

An agreement governing the responsibilities for design and construction and City reimbursement of the storm sewer installation was approved by the City Council on December 14, 2021. Per the executed agreement between the City and the Church, the City must accept the improvements by Council resolution and reimburse the construction cost of the public storm sewer, based on the actual costs provided by the church's contractor following construction.

The Church has provided the final project documentation per the agreement and staff have verified that the work has been satisfactorily completed.

RECOMMENDED ACTION:

By Motion: Accept the public storm sewer installed by Hope Presbyterian Church and authorize reimbursement of the actual construction costs of said public storm sewer in the amount of \$38,091.00.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

When the Hope Presbyterian Church property was originally developed, the site was graded to drain storm sewer from the public right-of-way on 5th Avenue across private property. As a result, the Church has experienced accelerated deterioration of their parking lot over the past decades due to the public runoff, resulting in the need to resurface the parking lot multiple times at a greater frequency than would typically be expected.

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

N/A

C. **CRITICAL TIMING ISSUES:**

Acceptance of the improvements and authorization of reimbursement will allow the City to make timely reimbursement of the construction costs to the Church.

D. **FINANCIAL IMPACT:**

The final cost of construction is \$38,091.00. The reimbursement will be made from the City's stormwater enterprise fund.

E. **LEGAL CONSIDERATION:**

The City Attorney reviewed the previously approved cost share agreement and will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ Executed Cost Share Agreement	Backup Material
▣ Final Construction Cost Summary	Backup Material
▣ Resolution	Resolution Letter

COST-SHARE AGREEMENT

THIS COST-SHARE AGREEMENT (the “**Agreement**”), is entered into on this ____ day of 06/30, 2021 (the “**Effective Date**”), by and between the City of Richfield, a Minnesota municipal corporation (the “**City**”) and Hope Presbyterian Church of Richfield, a Minnesota non-profit corporation (the “**Church**”) (Collectively referred to herein as the “**Parties**” or each a “**Party**”)

Recitals

WHEREAS, the Church is the fee owner of that certain real property located at 7132 Portland Ave S. Richfield, Minnesota and as legally described on the attached **Exhibit A** (the “**Property**”); and

WHEREAS, various improvements located on the Property have deteriorated over time due to stormwater runoff from the adjacent Fifth Avenue right-of-way; and

WHEREAS, to remedy the issue, the Church desires to construct and install a new stormwater sewer system traveling from the Fifth Avenue right-of-way, under the Property, and connecting into existing public stormwater sewer improvements on the south side of the Property (the “**Project**”);

WHEREAS, the City has agreed to contribute to the costs of the Project under the terms and conditions contained herein.

Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.
2. Plans and Specification Preparation. The Project shall be constructed in

accordance with all applicable city codes and regulations, including the plans and specifications attached hereto as **Exhibit B** (the “**Plans**”). The Church shall design and prepare all plans and specifications for the Project to ensure the improvements constructed are in compliance with city code and meet the City’s standards, including but not limited to, those stormwater improvements listed on the attached **Exhibit C** (the “**Stormwater Improvements**”). The Church will pay the design costs.

3. Responsibility of the Project. The Church will cause the Stormwater Improvements to be constructed and complete the Project all in accordance with the Plans no later than September 30, 2022 (the “**Completion Date**”). All change orders and modifications to the Plans must be approved in writing by the City. The Church will bid and award the contract for the Project and shall supervise and administer the construction of the Project. The Church will hire a professional engineer as part of the Project who will supervise the work of the contractor to ensure all work is performed in accordance with the Plans. However, the Church shall allow the City to observe, review, and inspect the Stormwater Improvements and the Project until it is completed and accepted pursuant to this Agreement. The Church will perform all necessary investigations of site contamination and secure all necessary local, state, or federal permits required for the Project and will not proceed with the Project until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies.

4. Estimated Construction Costs. Construction costs shall include the items specifically listed in the attached **Exhibit D** needed to physically construct all of the improvements within the Project including the Stormwater Improvements (the “**Construction Costs**”). The City shall reimburse the Church for all its actual Construction Costs pursuant to Section 5 herein incurred as part of this Agreement and the Project.

The costs and expenses attributable to the Parties herein are merely estimated costs and a final reconciliation of costs as set forth in Section 5 below shall be completed prior to beginning the Project.

5. Payment and Reimbursement of the Project Costs.

- a. After the Church has awarded the construction contract, the City shall update Exhibit D to conform the Exhibit to the approved items and amounts in the awarded construction contract. The Church shall be solely responsible for timely making all payments to the selected contractor under the terms of the contract executed by the Church for the Project. All work performed by the Church under this Agreement will be performed to the satisfaction of the City, and in accordance with all applicable federal, state, and local laws, codes, and regulations. The City will only reimburse the Church for those items expressly listed and provided for within Exhibit D. The amount of which shall be recalculated at the end of the Project to account for the Church’s actual expenses pursuant to this Section. The Church hereby acknowledges and agrees that any costs and expenses for items not expressly listed on Exhibit D shall be the sole and absolute responsibility of the Church and therefore not

reimbursable by the City as part of this Agreement.

- b. Upon the Completion Date and prior to payment of the Construction Costs to the Church by the City under this Section, the Church shall provide to the City all finalized pay estimates detailing the final costs of items, materials and labor specifically identified in this Agreement under Exhibit D; fully executed lien waivers from the Project contractors certifying that they have been paid for their work on the Project; and the necessary warranty bonds as described in Section 10 herein (collectively referred to herein as the “**Payment Request Documents**”).
- c. Upon receipt of the Payment Request Documents, the City shall review and either approve all or a portion of the expenses included in the Payment Request Documents. The City will approve any such reimbursement by Council resolution. The City will only review, approve, and remit payment to the Church for the Construction Costs upon first receiving all Payment Request Documents satisfactory to the City in its sole and absolute discretion and thereafter approving and accepting the Stormwater Improvements by Council resolution. The City shall not be responsible for reimbursement of the Church’s construction costs until the Project is complete and the Stormwater Improvements have been accepted by the City by formal resolution.

6. Change Orders and Modifications to the Plans. Any modifications or additions to the final project Plans must be given written approval by the City’s designated project manager, and the Church shall be responsible for the cost for such changes. The City’s approval of such modification, addition or change orders may be withheld or denied under its absolute and sole discretion.

7. Ownership of Improvements and Maintenance. Upon completion of the Project, the City will perform its final inspections and if satisfactory to the City, the City will, by Council resolution, approve the reimbursements as governed under Section 5 and accept the improvements. Upon completion of the Project, the City will assume ownership and maintenance responsibility of the Stormwater Improvements which shall be deemed a public stormwater sewer system upon the recording of said acceptance resolution. The Church shall dedicate a Drainage and Utility Easement over the public stormwater sewer system as illustrated in **Exhibit E** (the “**Drainage and Utility Easement**”).

8. Indemnification. The Church agrees to defend, indemnify and hold harmless the City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of the Church, its contractors or subcontractors or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable in the performance of the activities related to the Project and against all loss by reason of the failure of the Church to perform fully, in any respect, all obligations under this Agreement. The Church will

require that the contractor defend, indemnify, protect and hold harmless the City and the Church, their agents, officers, and employees, from all claims or actions arising from negligent acts, errors or omissions of the contractor.

9. Insurance. The Church agrees to, during the term of this Agreement, and beyond such term when so required, to have in force, and to cause all contractors and subcontractors to do likewise, the following insurance coverages in an amount reasonably acceptable for the Project: commercial general liability, automobile liability; workers' compensation and employer's liability; and, professional liability (errors and omissions), as necessary. The Church will require the contractor to name the City as an additional insured on the commercial general and automobile liability policies and require the City to be given the same notification of cancellation or non-renewal as is given to the Church. Certificates of insurance, or other proof of insurance, acceptable to the City, must be submitted prior to any work being commenced under this Agreement.

10. Warranty Bond. On or before the Completion Date, the Church agrees to require its contractor to provide to the City a warranty bond for the Stormwater Improvements, with the bond to cover defects in labor and materials for a period of two years from the date of their acceptance by the City. During such period, the Church agrees to repair or replace any Stormwater Improvements, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Stormwater Improvement shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Church fails to repair or replace a defective Stormwater Improvement during the warranty period after prior written notice to the Church and opportunity to cure as provided by such notice, the City may repair or replace the defective portion and may submit an invoice to the Church to be fully reimbursed for such expenses. Such reimbursement must be made within thirty (30) days of the date upon which the City notifies the Church of the cost due under this Section. If the Church fails to make required payments to the City, the Church hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the Property. The Church, on behalf of itself and its successors and assigns, acknowledges the benefit to the Property of the repair or replacement of the Stormwater Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

11. Default. In the event of default by the Church as to completion of the Project prior to the Completion Date, the construction of the Stormwater Improvements to the satisfaction of the City, or any other work or undertaking required by this Agreement, and such default continues for 30 days after the City provides notice to the Church of the nature of the default, or if such default cannot be cured within 30 days, after such time period as may be reasonably required to cure the default provided that the Church is making a good faith effort to cure said default, the City may, at its option, perform the work and the Church shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the Property

to recover the costs thereof owed to the City by the Church. For this purpose, the Church for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Church, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

12. Entire Agreement. This Agreement, including the attached exhibits (all of which are incorporated in and made part of this Agreement), constitute the entire agreement between the Parties regarding the subject matter of this Agreement. Any amendments to this Agreement must be in writing and executed by the Parties.

13. Agreement Runs with the Land. This Agreement shall run with the Property and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Church and their successors and assigns. The Church's successors in title may be responsible for certain obligations under this Agreement as required by the City. Upon request by the Church or its successors or assigns, the City will issue a certificate in recordable form which certifies the extent to which the Church is in compliance with the terms of this Agreement, and if the Church has fully complied with and completed all terms of this Agreement, releasing the Church from this Agreement.

14. Assignment. The Church may not assign this Agreement without the prior written permission of the City.

15. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

as to Church:

Hope Presbyterian Church
7132 Portland Ave S
Richfield MN
55423

with a copy to:

Hope Presbyterian Church

as to City:

City of Richfield
Attn: City Engineer
1901 E. 66th Street
Richfield, MN 55423

with a copy to:

Kennedy & Graven
Attn: Richfield City Attorney

Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

or at such other address as either Party may from time to time notify the other in writing in accordance with this section. The Church shall notify the City if there is any change in its name or address.

16. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

17. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either Party waives in writing any default or nonperformance by the other Party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

18. Governing Law. This Agreement shall be governed by Minnesota law.

19. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

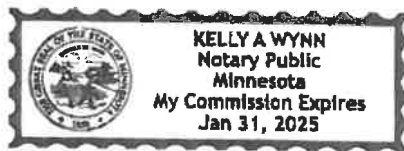
CITY OF RICHFIELD

By: Maria Regan Gonzalez
Maria Regan Gonzalez, Mayor

By: Katie Rodriguez
Katie Rodriguez, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14 day of December, 2021, by Maria Regan Gonzalez and Katie Rodriguez, the Mayor and City Manager, respectively, of the City of Richfield, a Minnesota municipal corporation, on behalf of the City.



Kelly A. Wynn
Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

Parcel 1:

That part of Lot 1, Block 1, Hope Presbyterian Church Addition, lying South of the North line of the South 1/2 of the South 1/2 of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 34, Township 28, Range 24, Hennepin County, Minnesota.

(Torrens Property - Certificate #732722).

AND

Parcel 2:

That part of Lot 1, Block 1, Hope Presbyterian Church Addition, lying North of the North line of the South 1/2 of the South 1/2 of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 34, Township 28, Range 24.

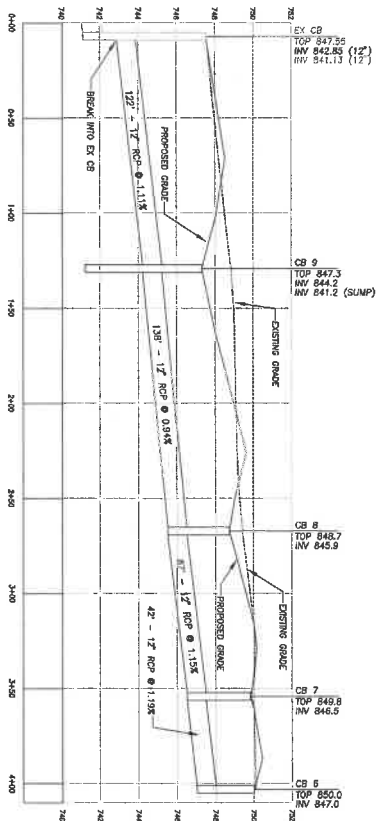
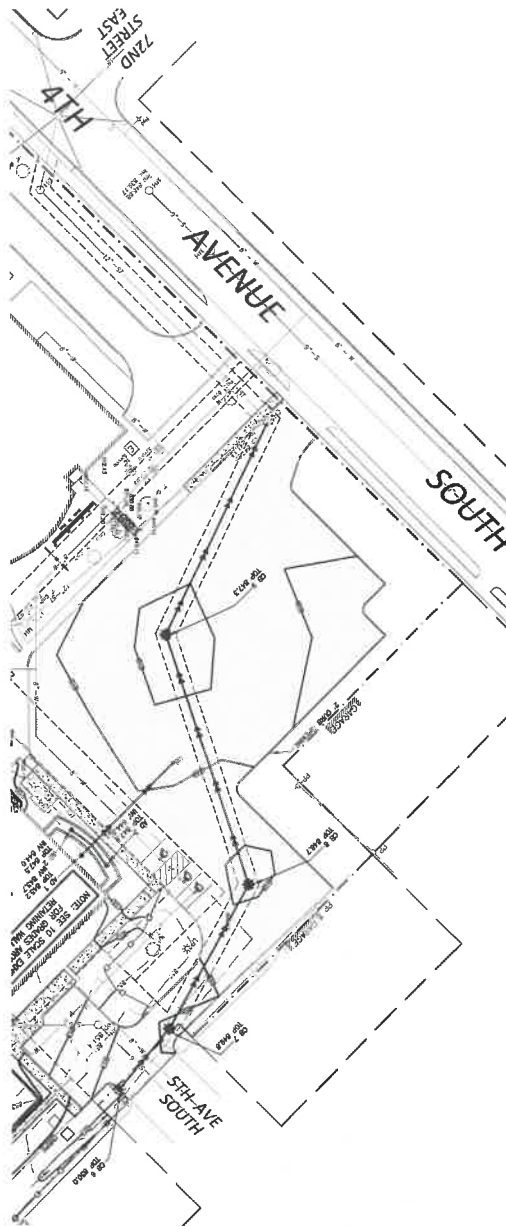
(Abstract property)

EXHIBIT B
List of the Plans

Plans prepared by Vanman Architects and Builders, including Civil Plans prepared by Rehder & Associates, dated June 18, 2021.

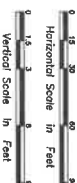
Specifications prepared by Vanman Architects and Builders, dated June 18, 2021.

EXHIBIT C
The Stormwater Improvements



LEGEND

- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER
- PROPOSED CONCRETE
- PROPOSED BRICKWORK
- PROPOSED CONTOUR
- RAIL FENCE
- INLET PROTECTION DEVICE
- BOUNDARY/POW/BLOCK LINE
- DRAINAGE
- BUILDING/PARKING SETBACK LINE
- EXISTING WETLAND
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING BURNED GAS LINE
- EXISTING CONTOUR
- EXISTING ELEVATION



CATCH BASIN/MANHOLE SCHEDULE
 STRUCTURE NO. BARREL SIZE NEEDHAM CASTING NO.
 CB 6 36" X 36" R-3087Y
 CB 7 48" X 48" R-3213-10
 CB 8 48" X 48" R-3213-10
 CB 9 48" X 48" R-3213-10

STORM SEWER PLAN & PROFILE VIEW HOPE CHURCH CITY OF RICHFIELD

SHEET NUMBER
C3A

Issued

CITY SUBMITTAL	6-24-20
ADDRESS AND REPORT COMMENTS	7-13-20
FOR THE CITY OF RICHFIELD	7-13-20
RELOCATE STORM SEWER	12-9-21

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name _____ Date _____
 Reg. No. _____



2445 Federal Drive, Suite 110
 Eagle Lake, MN 55322
 Telephone (763) 452-5551
 www.rehder.com

PROJECT NO.: 201-3170.011 DRAWING FILE: 3170011.DWG

Exhibit D
The Construction Costs

Estimated Construction Costs
for
5th Avenue Storm Sewer

12/7/2021

STORM SEWER

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	12" R.C.P. Class V	L.F.	391	\$48.66	\$19,026.06
2	Catch Basin - Manholes, 48" with Steps (one w/sump)	Each	3	\$3,537.00	\$10,611.00
3	Catch Basin - 24" x 36" Structure	Each	1	\$2,905.00	\$2,905.00
4	Break into existing Manhole or CB	Each	1	\$1,897.00	\$1,897.00
				TOTAL	\$34,439.06

BITUMINOUS AND CONCRETE PAVING

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
5	B612 Curb and Gutter	L.F.	60	\$23.35	\$1,401.00
				TOTAL	\$1,401.00

DEMOLITION ITEMS & SPECIAL ITEMS

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
6	Remove Concrete Curb & Gutter	L.F.	60	\$7.52	\$451.20
7	Raise Electrical Conduit	Hr.	2	\$900.00	\$1,800.00
				TOTAL	\$2,251.20

TOTALS:

STORM SEWER	\$34,439.06
BITUMINOUS AND CONCRETE PAVING	\$1,401.00
DEMOLITION ITEMS	\$2,251.20

GRAND TOTAL **\$38,091.26**

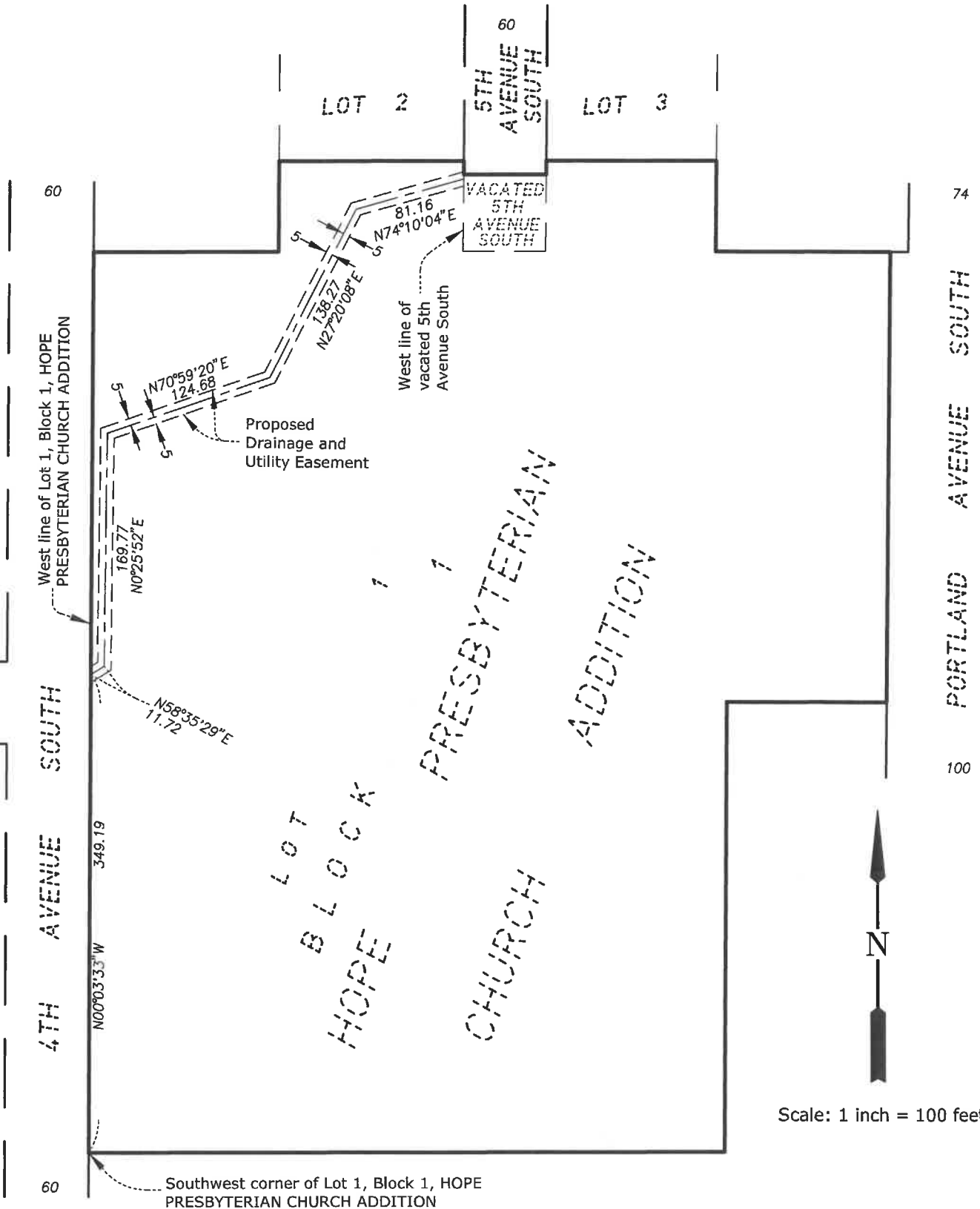
Exhibit E
The Drainage and Utility Easement

DRAINAGE AND UTILITY EASEMENT

A 10 foot easement for drainage and utility purposes over, under and across Lot 1, Block 1, HOPE PRESBYTERIAN CHURCH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Lot 1; thence North 0 degrees 03 minutes 33 seconds West, along the west line of said Lot 1, a distance of 349.19 feet to the beginning of the centerline to be described; thence North 58 degrees 35 minutes 29 seconds East a distance of 11.72 feet; thence North 0 degrees 25 minutes 52 seconds East a distance of 169.77 feet; thence North 70 degrees 59 minutes 20 seconds East a distance of 124.68 feet; thence North 27 degrees 20 minutes 08 seconds East a distance of 138.27 feet; thence North 74 degrees 10 minutes 04 seconds East a distance of 81.16 feet to an east line of said Lot 1, also being the west line of vacated 5th Avenue South and there said centerline terminates.

EASEMENT EXHIBIT FOR: HOPE PRESBYTERIAN CHURCH



Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051



Project:	Hope Church			
Description:	5th Ave Storm Sewer Costs			
Item #	Qty	Unit Price	Sub	Total
Storm Sewer				
12" R.C.P. Class V	391	\$ 48.66	\$ 19,026.00	\$ 19,026.00
Catch basin- Manholes, 48" with Steps (one w/ sump)	3	\$ 3,537.00	\$ 10,611.00	\$ 10,611.00
Catch basin- 23" x 36" Structure	1	\$ 2,905.00	\$ 2,905.00	\$ 2,905.00
Break into existing manhole or CB	1	\$ 1,897.00	\$ 1,897.00	\$ 1,897.00
Subtotal				\$ 34,439.00
Bituminous and Concrete Paving				
B612 Curb and Gutter	60	\$ 23.35	\$ 1,401.00	\$ 1,401.00
Subtotal				\$ 1,401.00
Demolition and Special Items				
Remove concrete curb and gutter	60	\$ 7.52	\$ 451.00	\$ 451.00
Moving a conflicting fiber optics line	1	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Subtotal				\$ 2,251.00
				\$ -
Grand Total				\$ 38,091.00

RESOLUTION NO.

**RESOLUTION ACCEPTING THE PUBLIC STORM SEWER
IMPROVEMENTS AT HOPE PRESBYTERIAN CHURCH
AND AUTHORIZING REIMBURSEMENT OF ELIGIBLE
CONSTRUCTION COSTS**

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the City Council approved a cost-share agreement with Hope Presbyterian Church on December 14, 2021; and

WHEREAS, Hope Presbyterian Church has completed construction of public storm sewer per said agreement; and

WHEREAS, Richfield Engineering staff have determined that the work has been satisfactorily completed; and

WHEREAS, Hope Presbyterian Church has provided documentation of completion and warranty of the public storm sewer improvements; and

WHEREAS, the cost share agreement requires that the City accept the improvements via resolution and reimburse Hope Presbyterian Church for the actual cost of construction of the public improvements; and

WHEREAS, Hope Presbyterian Church has provided documentation of the actual cost of construction in the amount of \$38,091.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the public storm sewer improvements are hereby accepted and that reimbursement in the amount of \$38,091.00 shall be made to Hope Presbyterian Church.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 58
CITY COUNCIL MEETING
5/9/2023

REPORT PREPARED BY: Sack Thongvanh, Assistant City Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/2/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the amended fourth amendment to the Site Lease Agreement at 6700 Portland Avenue between the City of Richfield and Sprint Spectrum Realty Company, LLC (successor in interest to Sprint Spectrum LP., a Delaware limited partnership) to modify equipment, request for the addition of a five (5) year automatic Renewal Term, and change of successor in interest to T-Mobile Central LLC.

EXECUTIVE SUMMARY:

On September 13, 2022, the City of Richfield approved a fourth site lease amendment that included replacing Exhibit B-2 with Exhibit B-3 and including an additional automatic renewal of five (5) years upon expiration of the current term. The agreement was not executed by Sprint because they were unsure of how they wanted to proceed since their merger with T-Mobile in 2020.

It was determined in early 2023 and requested by Sprint to change all their holdings to T-Mobile. Their request to amend the Fourth Amendment includes the original approval to replace Exhibit B-2 with Exhibit B-3 attached and one additional automatic renewal of five (5) years upon expiration of the current term. In addition, the request would remove Sprint Spectrum Realty Company, LLC and be replaced with T-Mobile Central LLC.

RECOMMENDED ACTION:

Motion to approve the amended Fourth Amendment and authorize the City Manager and Mayor to execute all necessary documents.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

On April 26, 2001 the City of Richfield entered in a Site Lease Agreement with Sprint Spectrum, LP (successor in interest to Sprint Spectrum, LP). The Lease Agreement allowed Sprint to erect a cellular telephone antenna system on the communications tower located at 6700 Portland Ave (City Hall) location.

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

N/A

C. CRITICAL TIMING ISSUES:

D. FINANCIAL IMPACT:

N/A

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the amended fourth amendment to the Site Lease Agreement.

ALTERNATIVE RECOMMENDATION(S):

Motion to not approve and continue with the current site lease agreement that will expire in 2026.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description		Type
▣	Fourth Amendment to Site Lease Agreement_redline	Contract/Agreement
▣	Fourth Amendment to Site Lease Agreement with Exhibit_Final	Contract/Agreement

FOURTH AMENDMENT TO SITE LEASE AGREEMENT

BETWEEN THE CITY OF RICHFIELD AND SPRINT SPECTRUM REALTY COMPANY LLC

This Fourth Amendment to the Site Lease Agreement (this “Fourth Amendment”) is made effective as of the ____ day of _____, 2023~~2~~ (“Effective Date”), by and between the City of Richfield, a Minnesota municipal corporation (“Landlord”) and T-Mobile Central LLC, as successor in interest to Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor-in-interest to Sprint Spectrum LLC (formerly a limited partnership) (“Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Site Lease Agreement dated April 26, 2001 (the “Original Lease”), as amended by that certain First Amendment to Site Lease Agreement dated June 15, 2011 (the “First Amendment”), and as amended by that certain Second Amendment dated September 30, 2015 (the “Second Amendment”), and as amended by that certain Third Amendment dated May 25, 2017 (the “Third Amendment”), (collectively, the “Lease”), between Landlord and Tenant, or its predecessor in interest.

WHEREAS, as of the date of this Fourth Amendment, the antennas, equipment, and other facilities that Tenant is permitted to install and maintain on the Structure and Leased Premises is described and depicted in Exhibit B-2 to the Second Amendment (the “Leased Premises”).

WHEREAS, Landlord and Tenant mutually desire to amend certain terms of the Lease to: (i) authorize modifications to the antennas, equipment, and other facilities as depicted and described in Exhibit B-3 attached hereto, and (ii) provide for the addition of an automatic five (5) year automatic Renewal Term.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto have agreed as follows:

1. Leased Premises. The Lease is hereby amended by the replacement of Exhibit B-2 with Exhibit B-3 attached hereto. All references to “Exhibit B-2” in the Lease shall be replaced with “Exhibit B-3”. Upon full execution of this Fourth Amendment, Tenant is permitted to do all work necessary to install or otherwise modify the Antenna Facilities as described and contemplated in Exhibit B-3.

2. Term and Renewals. Subject to the terms of the Lease and upon expiration of the current Renewal Term, this Lease will automatically renew for one (1) additional five (5) year term unless Tenant sends written notice to Landlord of Tenant’s intention not to extend at least 90 days prior to each Renewal Term.

3. Reaffirmation; Intention to be Bound. Except as provided in this Agreement, each and every term, condition and agreement contained in the Lease will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Lease

are true and accurate as of the Effective Date. The parties executing this Agreement, on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Lease.

4. Confidentiality. The parties shall not, except as required by law, publicize or disclose to any person any term of this Agreement or the facts or circumstances relating to any asserted or potential claims which is the subject matter of this Agreement.

5. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns

6. Non-Waiver. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

7. Amendments and Waivers. This Agreement constitutes the entire agreement of settlement and release between the parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the parties which expressly states that modification of this Agreement is intended.

8. Knowing and Voluntary Execution. This Agreement has been read in its entirety and has been knowingly and voluntarily executed by the parties, both of which have had the opportunity to consult with an attorney prior to executing this Agreement.

9. Governing Law; Venue. This Agreement shall be interpreted and governed in accordance with Minnesota law, without giving effect to its conflict of law provisions. Any dispute arising from or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Hennepin County, Minnesota.

10. Severability. In the event that any of the provisions of this Agreement are held invalid or unenforceable, all other provisions shall continue in full force and effect and this Agreement shall be construed as if such provision or term had never been contained herein.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. Ratification; Conflict. To the extent not amended by the terms of this Agreement, the terms of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Lease and this Agreement, the terms and conditions of this Agreement shall supersede and govern.

The parties have caused this Fourth Amendment to the Site Lease Agreement to be executed as of the Effective Date.

Landlord:

**City of Richfield,
a Minnesota municipal corporation**

Tenant:

**T-Mobile Central LLC, Sprint Spectrum
Realty Company, LLC, a Delaware
limited liability company**

By: _____
Its: Mayor

By: _____
Its: City Manager

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

The remainder of this page intentionally left blank

EXHIBIT B-3

See Attached **Rev 1** Drawings **dated 6/16/2022**

FOURTH AMENDMENT TO SITE LEASE AGREEMENT

BETWEEN THE CITY OF RICHFIELD AND SPRINT SPECTRUM REALTY COMPANY LLC

This Fourth Amendment to the Site Lease Agreement (this “Fourth Amendment”) is made effective as of the ____ day of _____, 2023 (“Effective Date”), by and between the City of Richfield, a Minnesota municipal corporation (“Landlord”) and T-Mobile Central LLC, as successor in interest to Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor-in-interest to Sprint Spectrum LLC (formerly a limited partnership) (“Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Site Lease Agreement dated April 26, 2001 (the “Original Lease”), as amended by that certain First Amendment to Site Lease Agreement dated June 15, 2011 (the “First Amendment”), and as amended by that certain Second Amendment dated September 30, 2015 (the “Second Amendment”), and as amended by that certain Third Amendment dated May 25, 2017 (the “Third Amendment”), (collectively, the “Lease”), between Landlord and Tenant, or its predecessor in interest.

WHEREAS, as of the date of this Fourth Amendment, the antennas, equipment, and other facilities that Tenant is permitted to install and maintain on the Structure and Leased Premises is described and depicted in Exhibit B-2 to the Second Amendment (the “Leased Premises”).

WHEREAS, Landlord and Tenant mutually desire to amend certain terms of the Lease to: (i) authorize modifications to the antennas, equipment, and other facilities as depicted and described in Exhibit B-3 attached hereto, and (ii) provide for the addition of an automatic five (5) year automatic Renewal Term.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto have agreed as follows:

1. Leased Premises. The Lease is hereby amended by the replacement of Exhibit B-2 with Exhibit B-3 attached hereto. All references to “Exhibit B-2”, “Exhibit B-1”, and “Exhibit B” in the Lease shall be replaced with “Exhibit B-3”. Upon full execution of this Fourth Amendment, Tenant is permitted to do all work necessary to install or otherwise modify the Antenna Facilities as described and contemplated in Exhibit B-3.

2. Term and Renewals. Subject to the terms of the Lease and upon expiration of the current Renewal Term, this Lease will automatically renew for one (1) additional five (5) year term unless Tenant sends written notice to Landlord of Tenant’s intention not to extend at least 90 days prior to each Renewal Term.

3. Reaffirmation; Intention to be Bound. Except as provided in this Agreement, each and every term, condition and agreement contained in the Lease will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Lease

are true and accurate as of the Effective Date. The parties executing this Agreement, on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Lease.

4. **Confidentiality.** The parties shall not, except as required by law, publicize or disclose to any person any term of this Agreement or the facts or circumstances relating to any asserted or potential claims which is the subject matter of this Agreement.

5. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns

6. **Non-Waiver.** No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

7. **Amendments and Waivers.** This Agreement constitutes the entire agreement of settlement and release between the parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the parties which expressly states that modification of this Agreement is intended.

8. **Knowing and Voluntary Execution.** This Agreement has been read in its entirety and has been knowingly and voluntarily executed by the parties, both of which have had the opportunity to consult with an attorney prior to executing this Agreement.

9. **Governing Law; Venue.** This Agreement shall be interpreted and governed in accordance with Minnesota law, without giving effect to its conflict of law provisions. Any dispute arising from or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Hennepin County, Minnesota.

10. **Severability.** In the event that any of the provisions of this Agreement are held invalid or unenforceable, all other provisions shall continue in full force and effect and this Agreement shall be construed as if such provision or term had never been contained herein.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. **Ratification; Conflict.** To the extent not amended by the terms of this Agreement, the terms of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Lease and this Agreement, the terms and conditions of this Agreement shall supersede and govern.

The parties have caused this Fourth Amendment to the Site Lease Agreement to be executed as of the Effective Date.

Landlord:

Tenant:

**City of Richfield,
a Minnesota municipal corporation**

**T-Mobile Central LLC, a Delaware
limited liability company**

By: _____
Its: Mayor

By: _____

By: _____
Its: City Manager

Name: _____

Its: _____

Date: _____

Date: _____

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EXHIBIT B-3

See Attached Rev 1 Drawings dated 6/16/2022



A1P0250A
MS25XC751
SPRINT RETAIN PROJECT

6700 PORTLAND AVENUE S
RICHFIELD, MN 55423

SITE TYPE:
EXISTING 110'-0" MONOPOLE TOWER

Jacobs.

Challenging today.
Reinventing tomorrow.

Jacobs Telecommunications, Inc.
5449 BELLS FERRY ROAD
ACWORTH, GA 30102
470-785-4050



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

KARL R. KRATINA
LICENSE # 59380

6/16/2022

THIS DRAWING AND THE DESIGN SHOWN ARE THE
PROPERTY OF JACOBS TELECOMMUNICATIONS, INC. THE
REPRODUCTION, COPYING, OR USE OF THIS DRAWING
WITHOUT WRITTEN CONSENT IS PROHIBITED AND ANY
INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

SITE SUMMARY

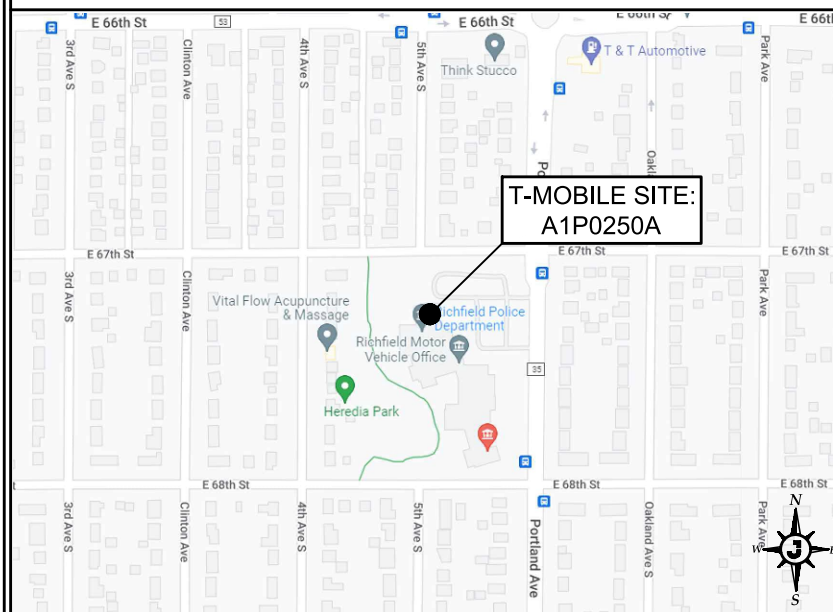
PROJECT TYPE: SPRINT RETAIN
STRUCTURE TYPE: MONOPOLE TOWER
RAD CENTER: 112'
TOWER LATITUDE: 44.881217° (NAD 83)
TOWER LONGITUDE: -93.269269° (NAD 83)
COUNTY: HENNEPIN COUNTY
PARCEL ID: 2702824410135
JURISDICTION: CITY OF RICHFIELD
ZONING CLASSIFICATION: R

- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- ADA ACCESS REQUIREMENTS ARE NOT REQUIRED
- THIS FACILITY DOES NOT REQUIRE POTABLE WATER AND WILL NOT PRODUCE ANY SEWAGE

PROJECT DIRECTORY

APPLICANT: T-MOBILE
8000 WEST 78TH
SUITE 400
EDINA, MN 55439
PHONE: (612) 701-2069
OWNER: CITY OF RICHFIELD
COMMUNITY DEVOPMENT
DEPARTMENT
6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
SITE DESIGN: JACOBS TELECOMMUNICATIONS, INC.
5449 BELLS FERRY ROAD
ACWORTH, GEORGIA 30102

VICINITY MAP



SHEET INDEX

SITE SPECIFIC SHEETS		REV.	DATE
T-1	TITLE SHEET	1	06/16/2022
T-2	GENERAL NOTES & SPECIFICATIONS	1	06/16/2022
C-1	OVERALL SITE PLAN AND NOTES	1	06/16/2022
C-2	ENLARGED EXISTING EQUIPMENT PLAN	1	06/16/2022
C-3	ENLARGED PROPOSED EQUIPMENT PLAN	1	06/16/2022
S-1	TOWER ELEVATION & ANTENNA ORIENTATION	1	06/16/2022
S-2	ANTENNA & CABLE SCHEDULE	1	06/16/2022
S-3	EQUIPMENT DETAILS	1	06/16/2022
S-4	EQUIPMENT DETAILS	1	06/16/2022
E-1	GENERAL ELECTRICAL NOTES & SYMBOLS	1	06/16/2022
E-2	GROUNDING RISER DIAGRAM	1	06/16/2022
E-3	ONE LINE DIAGRAM, SCHEDULE & PLANS	1	06/16/2022
E-4	ELECTRICAL DETAILS	1	06/16/2022

CONTRACTOR NOTE:
CONTRACTOR TO VERIFY CONDITIONS OF THE EXISTING WIRELESS INSTALLATION PRIOR TO
MODIFICATION. IF THE CONDITIONS ARE NOT AS PER THE ORIGINAL INSTALLATION OR THE
SUPPORTING STRUCTURE HAS BEEN MODIFIED OR DETERIORATED, THE ENGINEER MUST BE
NOTIFIED IMMEDIATELY.

STATE CODE COMPLIANCE:
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE
CURRENT EDITIONS AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE
PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

DESIGN CRITERIA:
MINNESOTA BUILDING CODE 2020 (MSBC 2020) - BUILDING/DWELLING CODE
INTERNATIONAL BUILDING CODE 2018 (IBC 2018) - BUILDING/DWELLING CODE
NATIONAL ELECTRICAL CODE (NEC 2017) - ELECTRICAL CODE
INTERNATIONAL BUILDING CODE 2018 (IBC 2018) - STRUCTURAL CODE
MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7-16)



GOPHER STATE ONE CALL
UTILITY NOTIFICATION CENTER OF MINNESOTA
(800) 252-1166
WWW.GOPHERSTATEONECALL.ORG

CALL 2 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



A1P0250A
MS25XC751

6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

TITLE SHEET

T-1

GENERAL NOTES:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS, AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC., IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH SPRINT GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH SPRINT GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT, THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF A NEW TOWER.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, PROPOSED CONSTRUCTION, AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHOULD BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
10. FOR NEW TOWERS, SPRINT WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
11. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS AND TOWER DRAWINGS/ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF THE TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
12. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL PROPOSED UTILITIES WITHIN THE CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
14. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE KEPT TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASED PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
15. ALL SUITABLE BORROW MATERIAL FOR BACKFILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
16. SEEDING AND MULCHING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
17. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS, ETC., BETWEEN THE WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
18. PERMITS: THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES, FEES AND INSPECTIONS, ETC.

FOUNDATION EXCAVATION AND GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 2 : 1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
6. ALL BACKFILLING SHALL (1) USE APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAYS, SAND AND GRAVEL, OR SOFT SHALE, (2) BE FREE FROM CLODS OR STONES OVER 2 1/2" MAXIMUM DIMENSIONS, AND (3) BE PLACED IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT OF ±2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AREA (UP TO 1 FOOT OUTSIDE THE FENCE OR GROUND SYSTEM PERIMETER) AND SHALL BE COVERED WITH A GEOTEXTILE FABRIC MIRAFI 500X OR APPROVED EQUAL TO PREVENT REOCCURRENCE OF VEGETATIVE GROWTH, AN THEN SHALL BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. THE CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, CITY, COUNTY, AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS FROM LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK DAMS.
10. FILL PREPARATION: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIAL FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH PROPOSED SURFACE. WHEN SUBGRADE OR PROPOSED GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO REQUIRED DEPTH, PULVERIZE, MOISTURE CONDITION OR AERATE SOIL, AND RECOMPACT TO REQUIRED DENSITY.
11. REPLACE PROPOSED GRAVEL SURFACING ON AREAS FROM WHICH GRAVEL SURFACING IS REMOVED DURING CONSTRUCTION OPERATIONS. GRAVEL SURFACING SHALL BE REPLACED TO MATCH PROPOSED ADJACENT GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS. SURFACES AND GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES. PROPOSED GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL GRAVEL RESURFACING MATERIAL AS REQUIRED. BEFORE GRAVEL SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NO BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
12. PROTECT PROPOSED GRAVEL SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR ANY DAMAGE TO PROPOSED GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS.
13. DAMAGE TO PROPOSED STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH THE PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
15. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.

UTILITY POLES:

1. ALL UTILITY POLES SHALL BE 35 FEET, CLASS AS DIRECTED BY THE UTILITY PROVIDER. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY PRIOR TO EXCAVATING OR INSTALLING ANY UTILITY POLES.

ABBREVIATION KEY

Ø	DIAMETER
&	AND
BTM.	BOTTOM
℄	CENTER LINE
CONC.	CONCRETE
CONT.	CONTINUOUS
C.J.	CONTROL JOINT
DIA.	DIAMETER
EL.	ELEVATION
E.S.	EACH SIDE
E.W.	EACH WAY
FFI	FLANGE FACING INSIDE
FFO	FLANGE FACING OUTSIDE
FT.	FEET
F.V.	FIELD VERIFY
GALV.	GALVANIZED
HORIZ.	HORIZONTAL
IN.	INCH
LFO	LEG FACING OUTSIDE
LLVD	LONG LEG VERTICAL DOWN
LLVU	LONG LEG VERTICAL UP
MAX.	MAXIMUM
MFR.	MANUFACTURER
MIN.	MINIMUM
MI.	MILES
MPH	MILES PER HOUR
O.C.	ON CENTER
REINF.	REINFORCED
REQ'D	REQUIRED
SIM.	SIMILAR
STD.	STANDARD
STL.	STEEL
TYP	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VERT.	VERTICAL
VLD	VERTICAL LEG DOWN
VLU	VERTICAL LEG UP
W/	WITH

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Jacobs Telecommunications, Inc.
5449 BELLS FERRY ROAD
ACWORTH, GA 30102
470-785-4050



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

KARL R. KRATINA
LICENSE # 59380

[Signature]
6/16/2022

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1	06/16/2022	GPS RELOCATION	ALK
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0	06/10/2022	ISSUED FOR CONSTRUCTION	ALK
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NO.	DATE	REVISIONS	BY
NOT VALID WITHOUT SIGNATURE AND DATE.			

APPROVED BY:	K. KRATINA
DESIGNED BY:	A.KENNEDY
PROJECT NO:	EUTM0600
DATE:	05/24/2022

A1P0250A
MS25XC751

6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

GENERAL NOTES &
SPECIFICATIONS

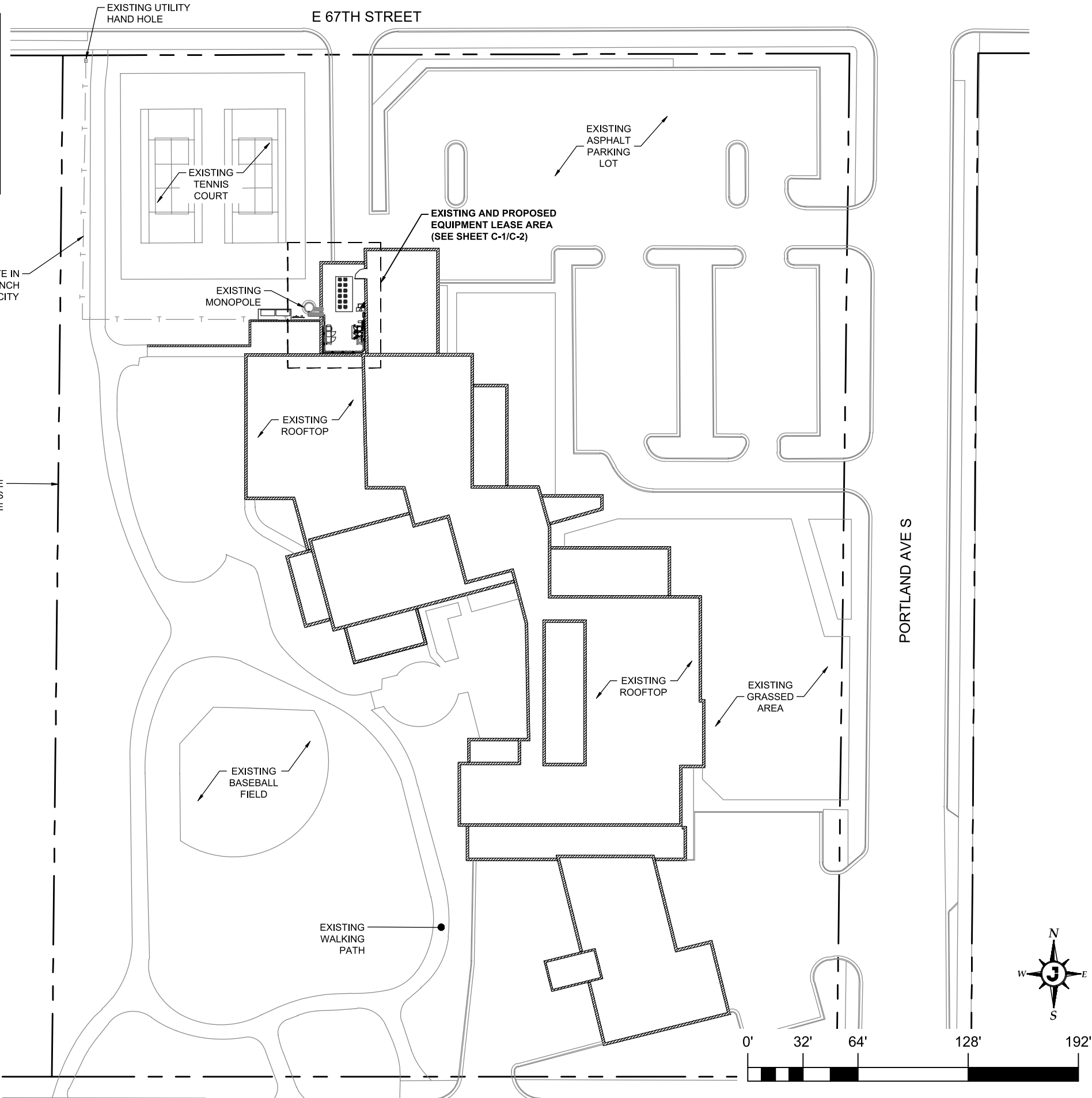
T-2

GENERAL NOTES:

1. SUBJECT PROPERTY IS KNOWN AS 2702824410135, AS SHOWN ON THE CITY OF RICHFIELD WEBSITE, AND IS SITUATED AT 6700 PORTLAND AVENUE S RICHFIELD, MN 55423.
2. THIS SITE DESIGN HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN AS-BUILT SURVEY. SLIGHT VARIATIONS MAY EXIST BETWEEN THIS SITE PLAN AND TRUE DIMENSIONS IN THE FIELD. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS.
3. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS, AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

NOTE:
THIS SITE DESIGN HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN AS-BUILT SURVEY. THE INFORMATION SHOWN IS NOT BASED ON AN ACTUAL FIELD SURVEY. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS.

CONTRACTOR TO VERIFY ALL PROPOSED AND EXISTING ANTENNAS, MOUNTS AND CABLES WERE CONSIDERED AND PASSED A STRUCTURAL ANALYSIS PERFORMED BY A LICENSED ENGINEER PRIOR TO INSTALLATION.



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Jacobs Telecommunications, Inc.
5449 BELLS FERRY ROAD
ACWORTH, GA 30102
470-785-4050

Sprint **T-Mobile**

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

KARL R. KRATINA
LICENSE # 59380

[Signature]
6/16/2022

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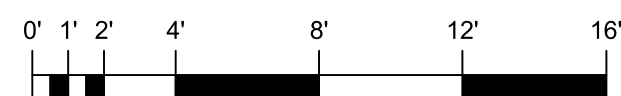
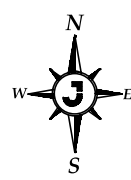
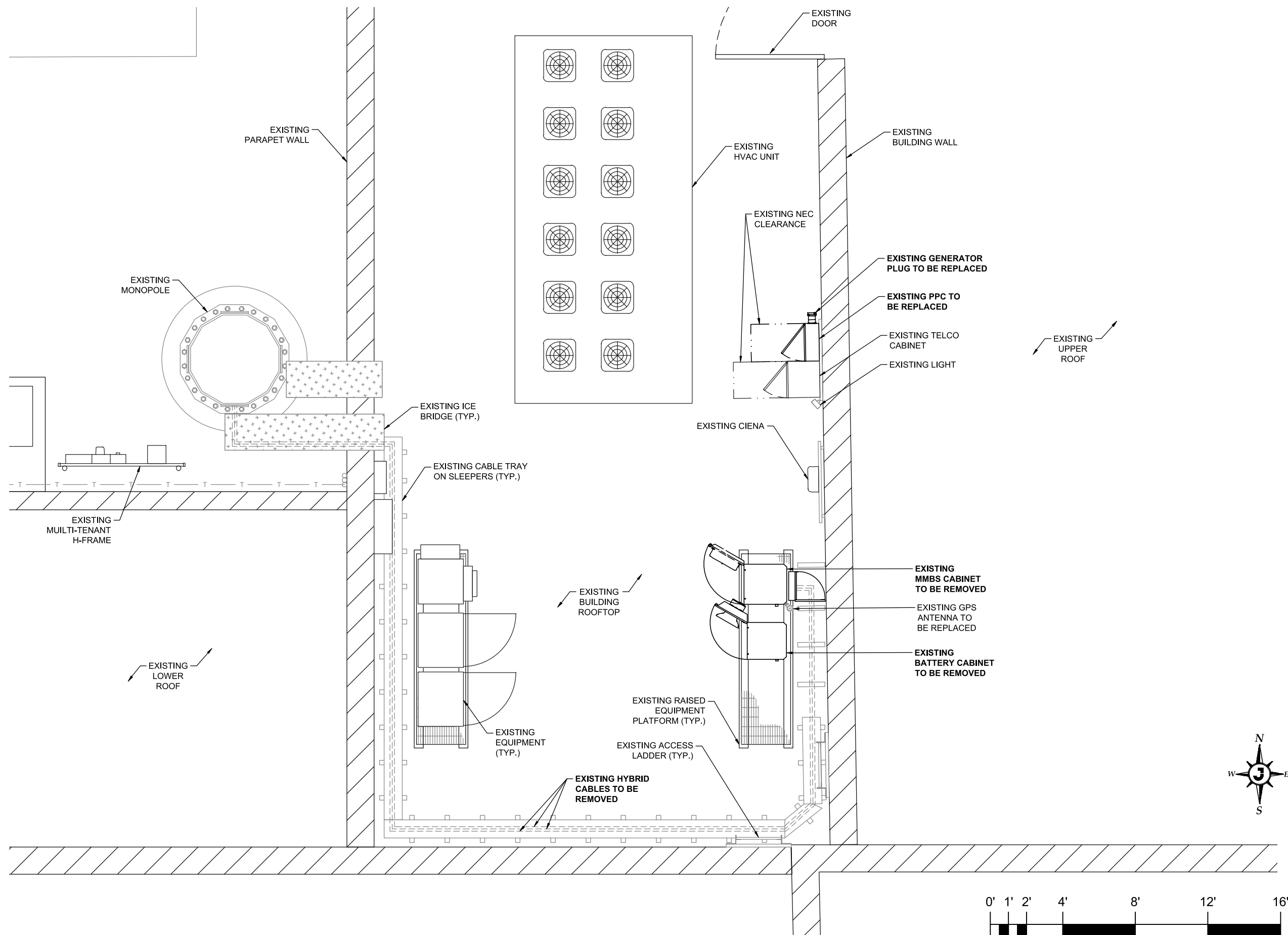
APPROVED BY:	K. KRATINA
DESIGNED BY:	A.KENNEDY
PROJECT NO:	EUTM0600
DATE:	05/24/2022

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6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

OVERALL SITE PLAN
AND NOTES

C-1



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KARL R. KRATINA
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[Signature]
6/16/2022

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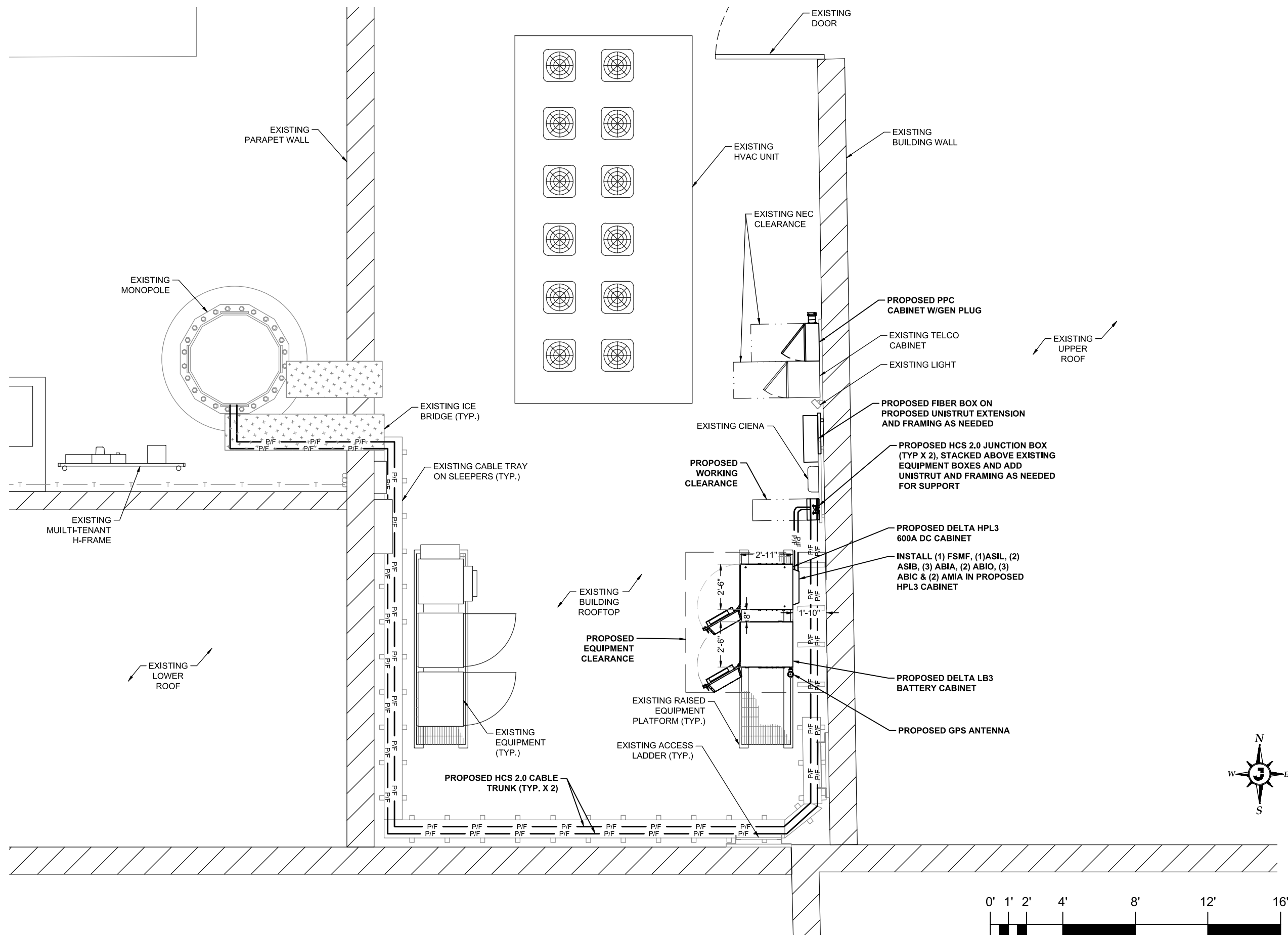
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DATE:	05/24/2022

**A1P0250A
MS25XC751**

6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

ENLARGED EXISTING
EQUIPMENT PLAN

C-2



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5449 BELLS FERRY ROAD
ACWORTH, GA 30102
470-785-4050



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KARL R. KRATINA
LICENSE # 59380

[Signature]
6/16/2022

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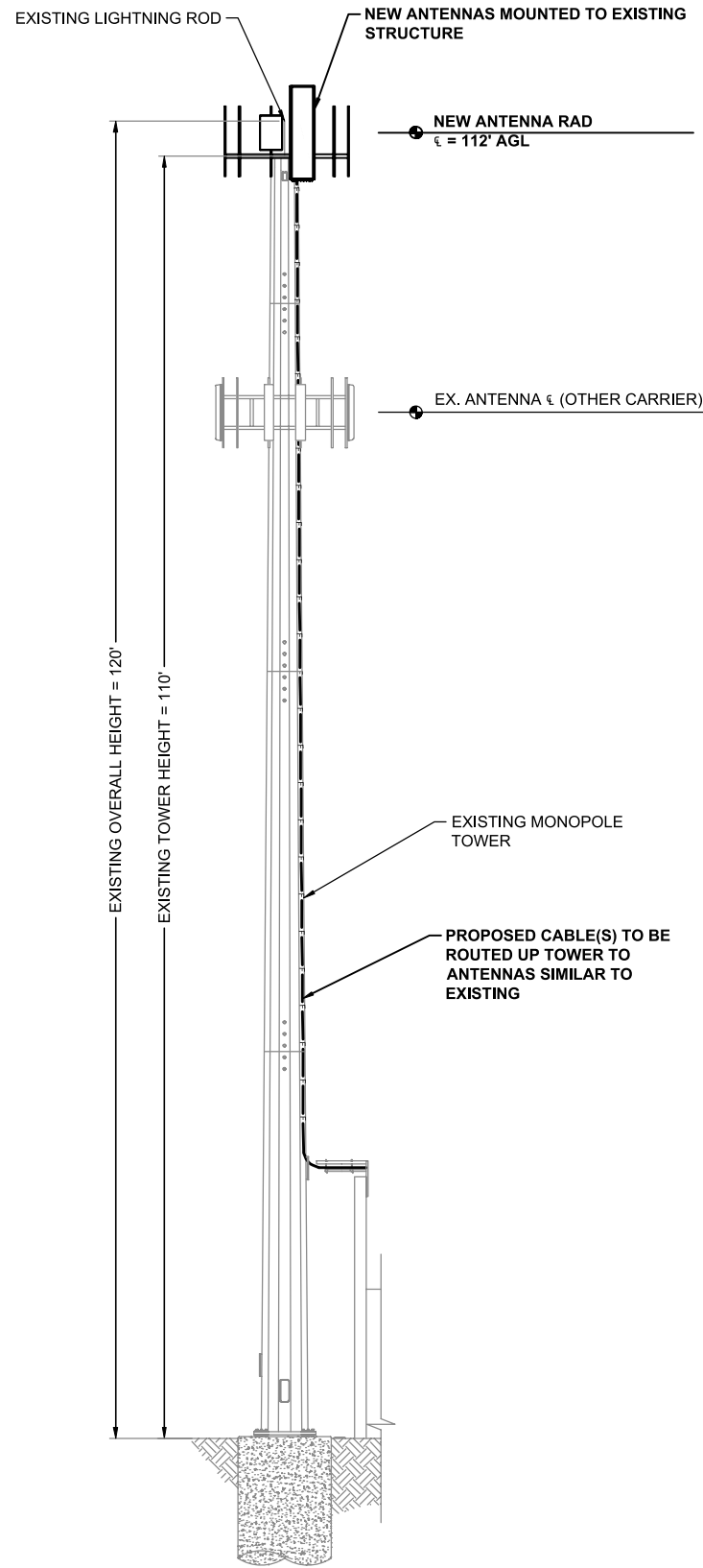
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DESIGNED BY:	A. KENNEDY
PROJECT NO:	EUTM0600
DATE:	05/24/2022

A1P0250A
MS25XC751

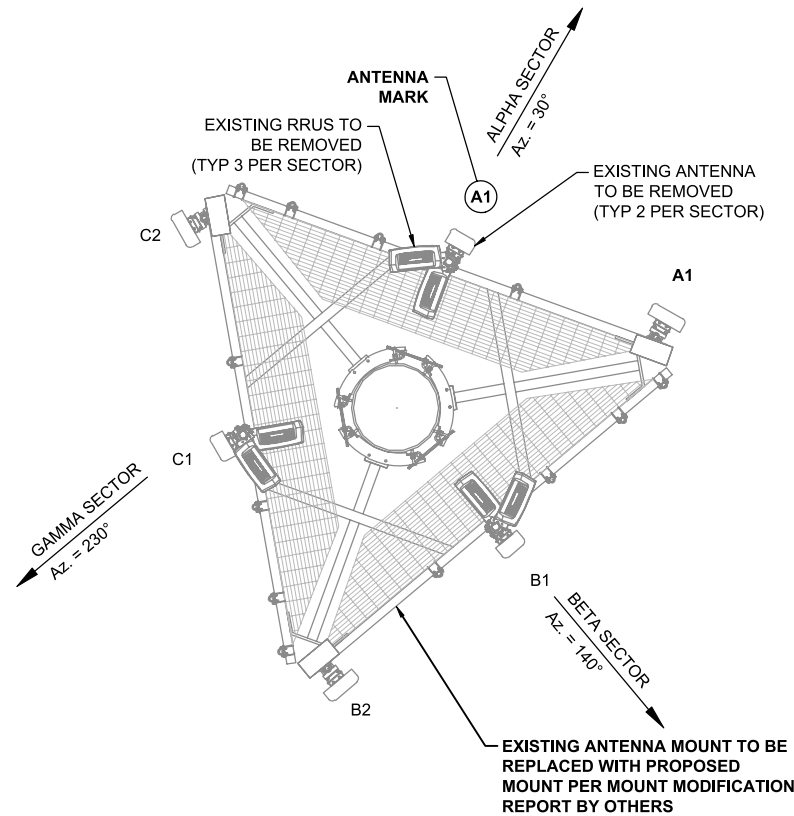
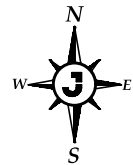
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HENNEPIN COUNTY

ENLARGED PROPOSED
EQUIPMENT PLAN

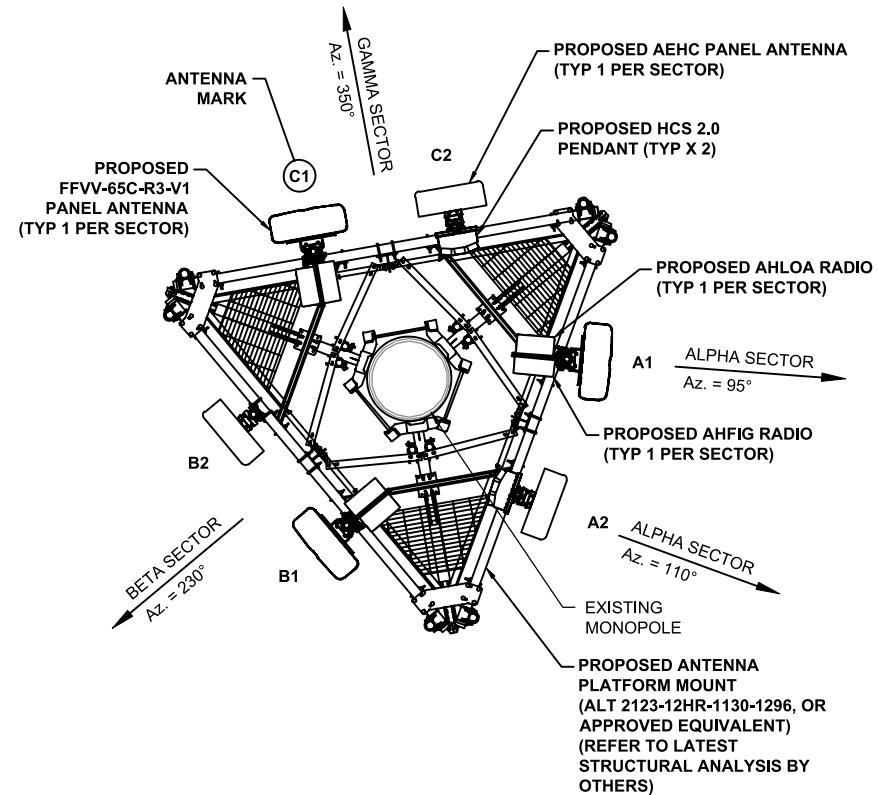
C-3



NOTE:
EXISTING TOWER INFORMATION IS PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO REFER TO THE LATEST STRUCTURAL ANALYSIS MODIFICATION REPORT BY JACOBS TELECOMMUNICATIONS DATED 06/09/22. ANY MODIFICATIONS TO THE TOWER SHALL BE PERFORMED PRIOR TO THE INSTALLATION OF THE EQUIPMENT SHOWN ON THE DRAWING.



EXISTING VIEW



PROPOSED VIEW

NOTES:

1. CONTRACTOR TO FIELD COORDINATE EXACT LOCATION OF PROPOSED EQUIPMENT WITH EXISTING CONDITIONS ON SITE.
2. PROPOSED EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE FASTENERS SHALL BE HIGH STRENGTH (A325, A36).
3. DRILLING OF EXISTING STEEL MEMBERS IS NOT PERMITTED.
4. BOND PROPOSED EQUIPMENT TO EXISTING SECTOR GROUND BAR PER MANUFACTURER'S SPECIFICATIONS. PROVIDE ADDITIONAL SECTOR GROUND BARS AS REQUIRED.
5. ALL ANTENNAS, CABLES, AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
6. THIS ANTENNA ORIENTATION PLAN IS SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
7. CONTRACTOR TO CONTACT SPRINT FOR UP-TO-DATE RF DESIGN DATA. NOTIFY ENGINEER IF CONFLICT EXISTS.

Jacobs.

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Reinventing tomorrow.

Jacobs Telecommunications, Inc.
5449 BELLS FERRY ROAD
ACWORTH, GA 30102
470-785-4050



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KARL R. KRATINA
LICENSE # 59380

[Signature]
6/16/2022

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DESIGNED BY: A. KENNEDY
PROJECT NO: EUTM0600
DATE: 05/24/2022

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6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

TOWER ELEVATION &
ANTENNA ORIENTATION

S-1

EQUIPMENT NOTES:

1. CABLE LENGTHS SHOW ARE ONLY AN ESTIMATE AND SHOULD NOT BE USED FOR ORDERING MATERIALS. CONFIRM THE REQUIRED CABLE LENGTHS WITH SPRINT PRIOR TO ORDERING OR INSTALLATION.
2. THE CONTRACTOR SHALL TEST THE OPTICAL FIBER AFTER INSTALLATION IN ACCORDANCE WITH SPRINT STANDARDS AND SUPPLY THE RESULTS TO SPRINT WHEN INSTALLED.
3. THE CONTRACTOR SHALL CONFIRM THE TOWER TOP EQUIPMENT LIST ABOVE WITH THE FINAL SPRINT RFDS PRIOR TO INSTALLATION.
4. ALL PROPOSED ANTENNA CABLES SHALL BE COLOR CODED PER SPRINT STANDARDS.
5. REFER TO EQUIPMENT INSTALLATION STANDARDS FOR ADDITIONAL INFORMATION.
6. REFER TO EQUIPMENT MANUFACTURER'S SPECIFICATION SHEETS FOR ADDITIONAL INFORMATION NOT LISTED ABOVE.

56790EZ_SR_T - TOWER TOP EQUIPMENT SCHEDULE (RE: A1P0250A_SPRINT RETAIN_1_DRAFT_2021-12-29)												
ANTENNA NUMBER (FROM L TO R)	ANTENNA MODEL	ANTENNA SIZE	ANTENNA QTY.	ANTENNA AZIMUTH	MECH. TILT	ELEC. TILT	ANTENNA CENTERLINE FROM GROUND	TMA/RRUS MODEL	TMA/RRUS QUANTITY	COAX/HYBRID CABLE		
										TYPE	QTY.	LENGTH
A1	FFVV-65C-R3-V1	95.945" X 25.197" X 9.252"	1	95°	-	2°	112'	AHLOA, AHFIG	0/2	HCS 2.0 TRUNK	1	180±
										-	-	
A2	AEHC	35.43" X 22.83" X 8.267"	1	110°	-	2°	112'	-	-	-	-	-
										-	-	
B1	FFVV-65C-R3-V1	95.945" X 25.197" X 9.252"	1	230°	-	2°	112'	AHLOA, AHFIG	0/2	HCS 2.0 TRUNK	1	180±
										-	-	
B2	AEHC	35.43" X 22.83" X 8.267"	1	230°	-	2°	112'	-	-	-	-	-
										-	-	
C1	FFVV-65C-R3-V1	95.945" X 25.197" X 9.252"	1	350°	-	2°	112'	AHLOA, AHFIG	0/2	-	-	-
										-	-	
C2	AEHC	35.43" X 22.83" X 8.267"	1	350°	-	2°	112'	-	-	-	-	-
										-	-	

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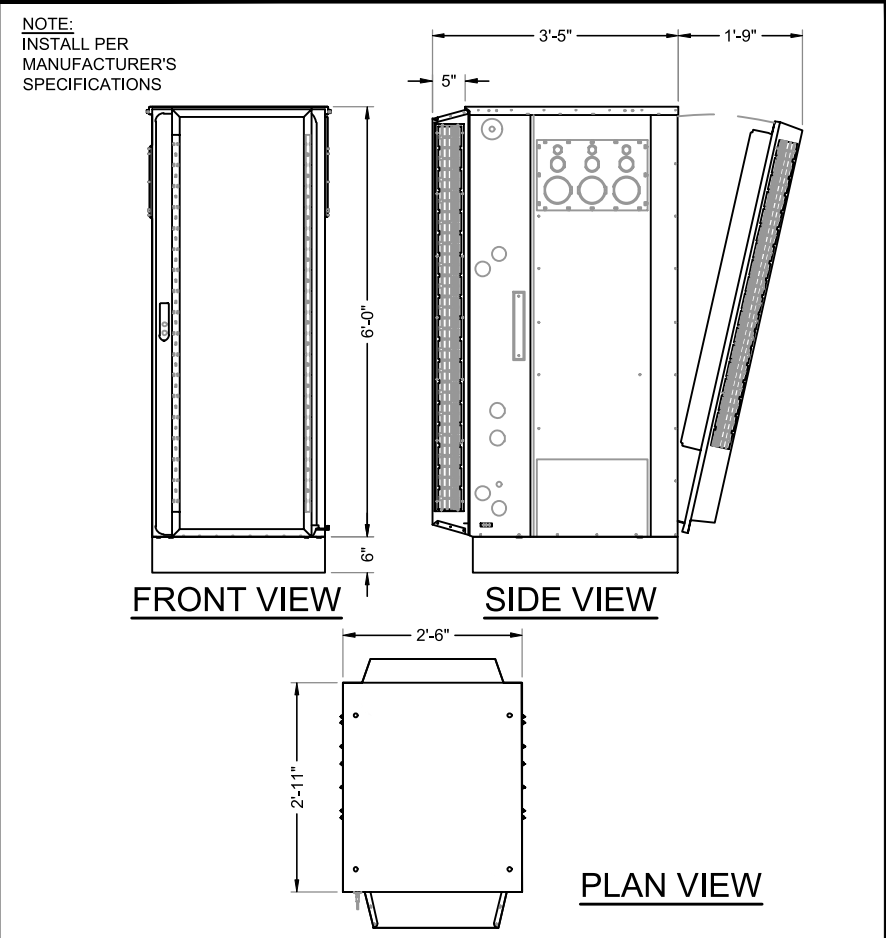
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ANTENNA & CABLE
SCHEDULE

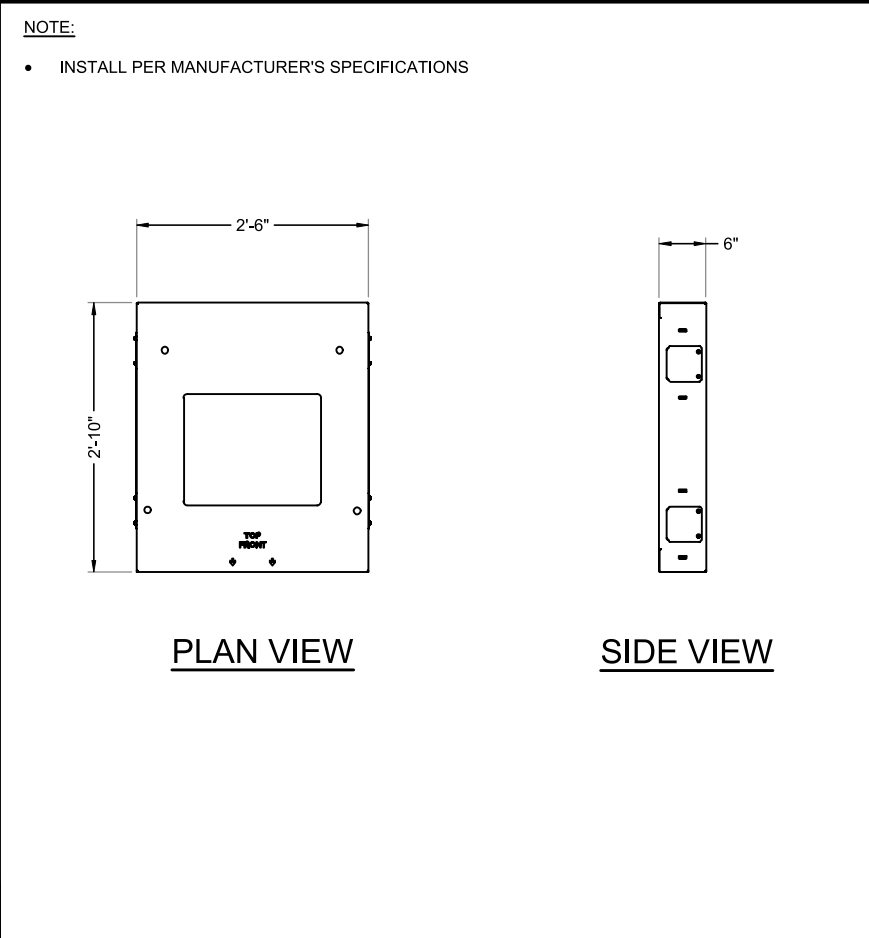
S-2



DELTA HPL3 CABINET

SCALE: N.T.S.

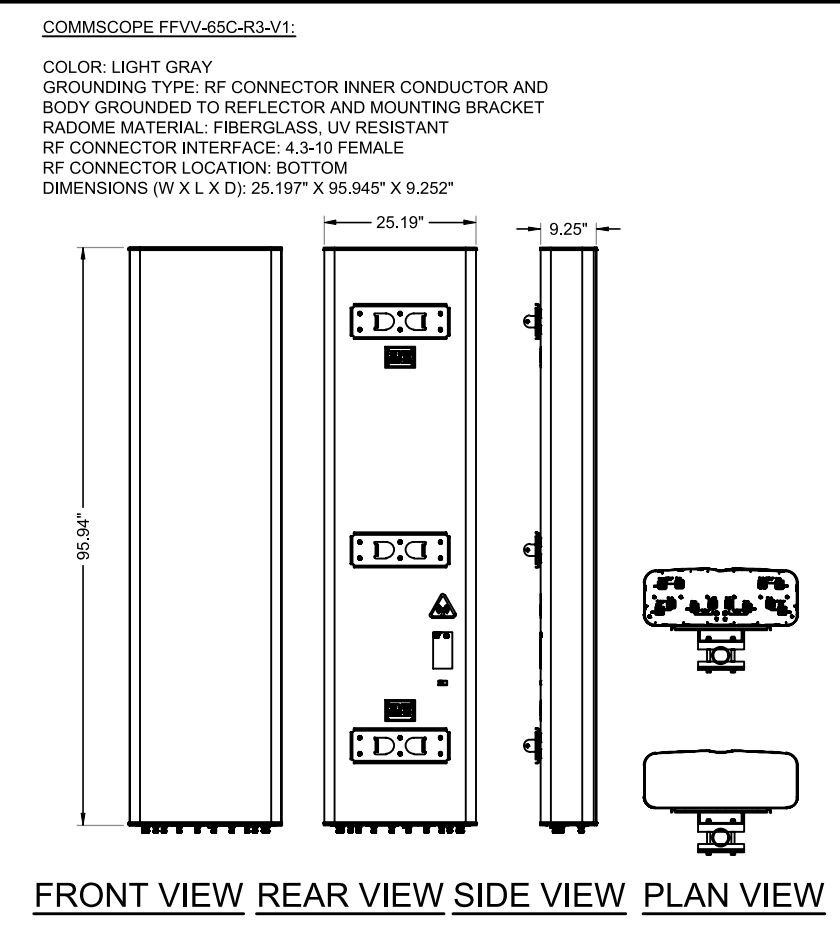
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PLINTH SKU#33554 DETAIL

SCALE: N.T.S.

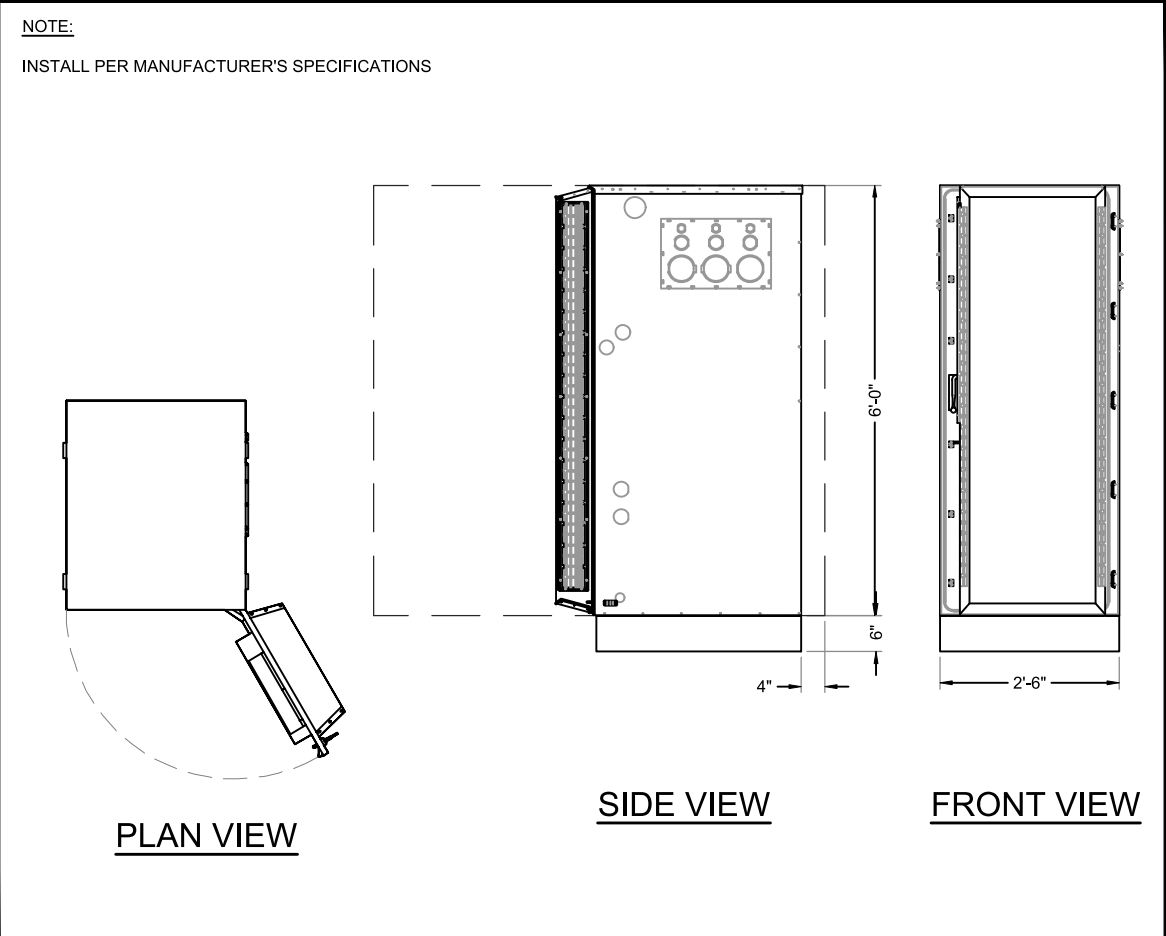
2



ANTENNA DETAIL

SCALE: N.T.S.

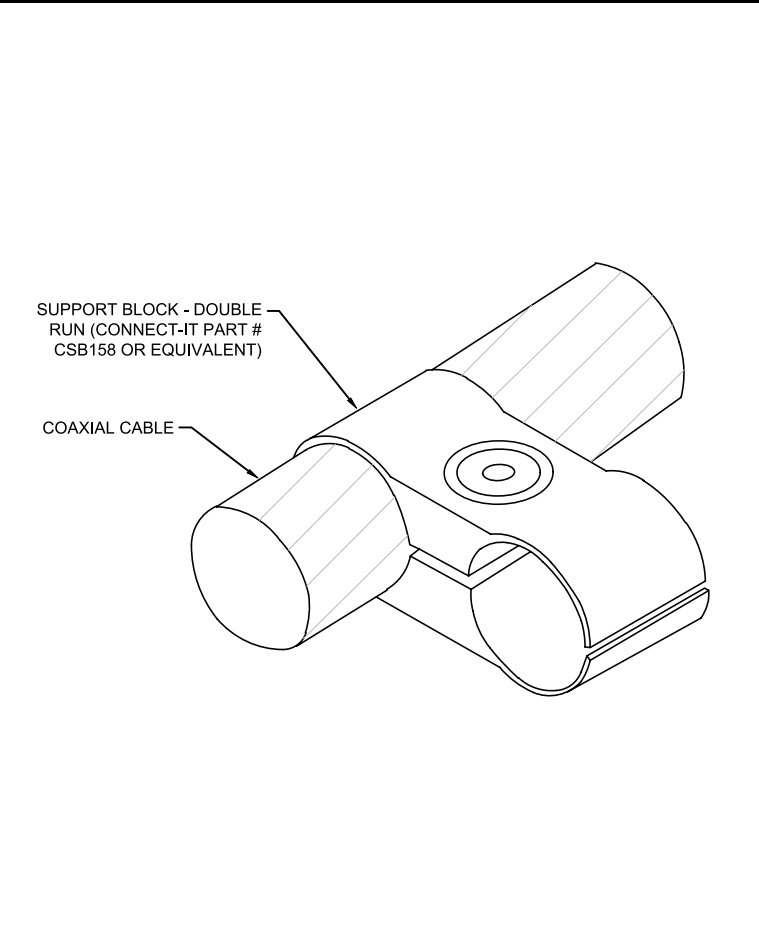
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LB3 BATTERY CABINET

SCALE: N.T.S.

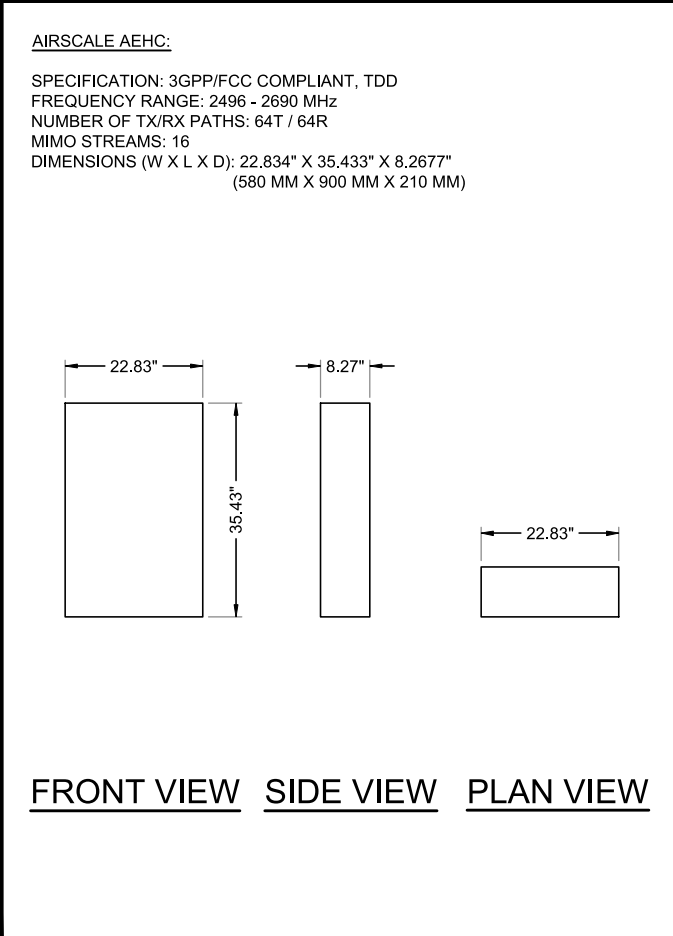
4



SUPPORT BLOCK DETAIL

SCALE: N.T.S.

5



ANTENNA DETAIL

SCALE: N.T.S.

6

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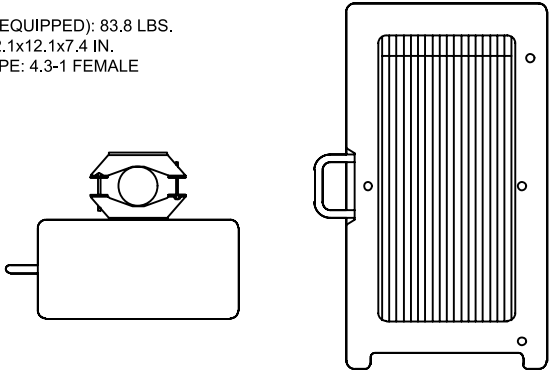
EQUIPMENT DETAILS

S-3

NOTE:
INSTALL PER MANUFACTURER'S SPECIFICATIONS

NOKIA - AHLOA

WEIGHT (FULLY EQUIPPED): 83.8 LBS.
SIZE (HxWxD): 22.1x12.1x7.4 IN.
CONNECTOR TYPE: 4.3-1 FEMALE



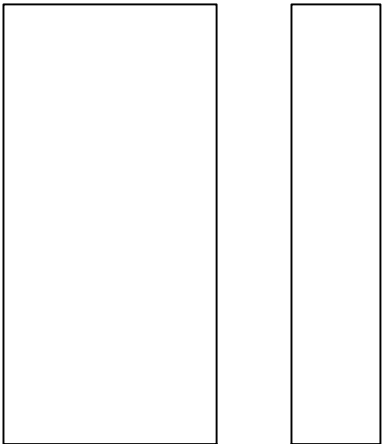
PLAN VIEW

FRONT VIEW

AHFIG:
WEIGHT: 79.4 LBS
(H X W X D) 27.6" X 13.4" X 5.6"



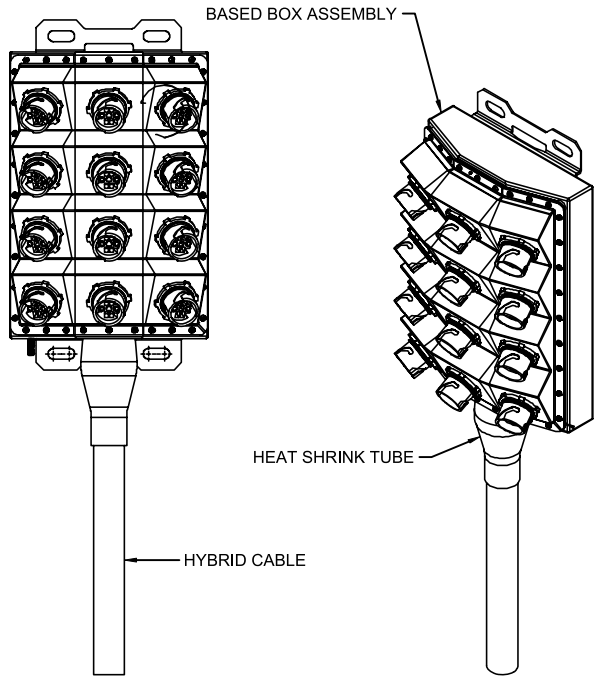
PLAN VIEW



FRONT VIEW

SIDE VIEW

COMMSCOPE - HCS 2.0 PART 1
WEIGHT (WITHOUT MOUNTING HARDWARE): 23.5 LBS.
SIZE (HxWxD): 14.0x16.0x8.0 IN.



RRUS DETAIL

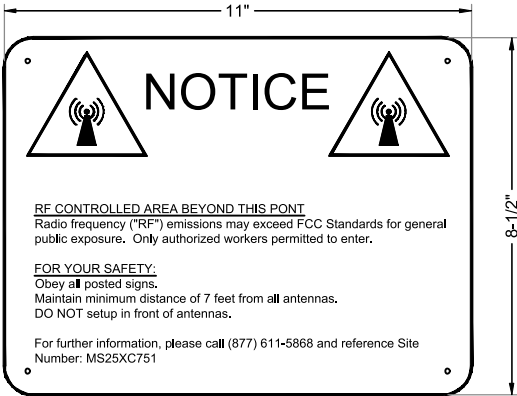
SCALE: N.T.S.

2

NOTE:
SIGNS TO BE MOUNTED ON
THE OUTSIDE OF ACCESS
GATE TO THE EXISTING
COMPOUND.



EMERGENCY SIGN
(RED METAL SIGN W/ WHITE LETTERING)



RF NOTICE SIGN

SCALE: N.T.S.

6

HCS 2.0 PENDANT DETAIL

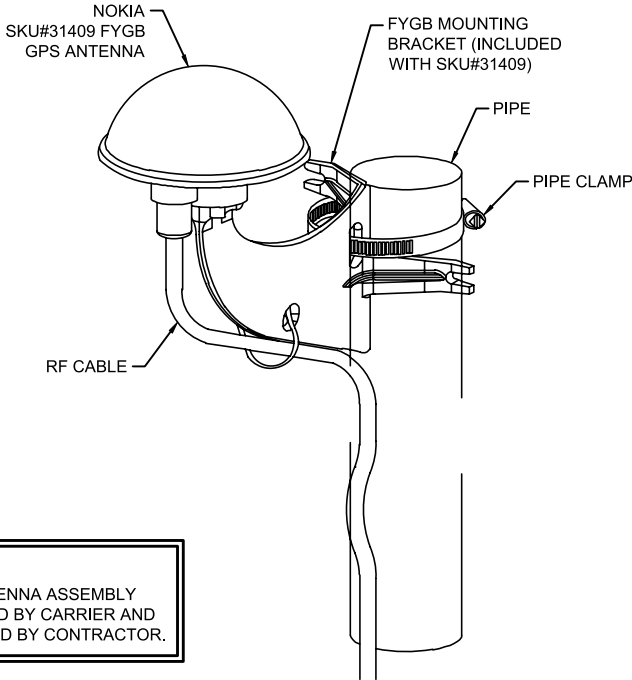
SCALE: N.T.S.

3

RRUS DETAIL

SCALE: N.T.S.

1



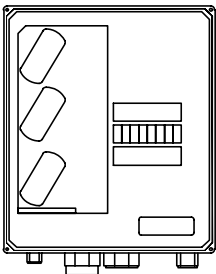
GPS DETAIL

SCALE: N.T.S.

4

HCS 2.0 PART 2

WEIGHT: 21.9 LBS
SIZE (HxWxD): 14.0x16.0x8.0 IN.
OPERATING TEMPERATURE: -40° C TO +80° C



HCS 2.0 PART 2 DETAIL

SCALE: N.T.S.

5

DETAIL NOT USED

SCALE: N.T.S.

7

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KARL R. KRATINA
LICENSE # 59380

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6/16/2022

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HENNEPIN COUNTY

EQUIPMENT DETAILS

S-4

GENERAL ELECTRICAL NOTES:

1. SCOPE: PROVIDE LABOR, MATERIALS, AND EQUIPMENT, ETC., REQUIRED TO COMPLETE THE INSTALLATION SHOWN ON THE DRAWINGS.
2. CODES AND STANDARDS: INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND ORDINANCES, UTILITY COMPANY REGULATIONS, AND APPLICABLE REQUIREMENTS OF LATEST EDITIONS OF:

A. NFC - NATIONAL FIRE CODES

B. UL - UNDERWRITERS LABORATORIES

C. NEC - NATIONAL ELECTRICAL CODE

D. NEMA - NATIONAL ELECTRIC MANUFACTURERS ASSOCIATION

E. OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT

F. SBC - STANDARD BUILDING CODE
3. PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
4. COORDINATION: COORDINATE WORK WITH OTHER TRADES.
5. SUBMITTALS: SUBMIT BROCHURES FOR APPROVAL ON SERVICE DISCONNECTING MEANS AND OTHER MAJOR SYSTEM COMPONENTS.
6. EXISTING SERVICES: DO NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
7. EQUIPMENT: CONNECT ELECTRICALLY OPERATED EQUIPMENT.
8. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES & SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DOCUMENTS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
9. IDENTIFICATION: IDENTIFY SERVICE DISCONNECTING MEANS WITH PERMANENT NAMEPLATE.
10. GUARANTEE/WARRANTY: GUARANTEE INSTALLATION TO BE FREE OF DEFECTS, SHORTS, GROUNDS, ETC., FOR A PERIOD OF ONE YEAR. FURNISH WARRANTY SO THE DEFECTIVE MATERIAL AND/OR WORKMANSHIP WILL BE REPAIRED IMMEDIATELY UPON NOTIFICATION AT NO COST TO THE OWNER FOR PERIOD OF WARRANTY.
11. CUTTING AND PATCHING: PROVIDE CUTTING REQUIRED TO DO THE WORK. DO NOT CUT MAJOR STRUCTURAL ELEMENTS WITHOUT APPROVAL. PATCHING SHALL BE OF QUALITY EQUAL TO AND OF MATCHING APPEARANCE WITH EXISTING CONSTRUCTION.
12. DITCHING AND BACKFILL: PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES.
13. RACEWAYS: UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC CONDUIT (MEET NEMA TC2 - 1990). EXPOSED CONDUIT SHALL BE RIGID GALVANIZED STEEL CONDUIT BEFORE RISING ABOVE GRADE. PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LB. TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 24" RADIUS. RGS CONDUITS, WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT.
14. SUPPORTS: AS REQUIRED BY THE NEC.
15. CONDUCTORS: USE 98% CONDUCTIVITY COPPER WITH TYPE XHHW-2 INSULATION, 600 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 8 AWG.
16. CONNECTORS FOR POWER CONDUCTORS: USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR #10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR #8 AWG AND LARGER.
17. SERVICE: 240/120V, SINGLE PHASE, 3 WIRE CONNECTION AVAILABLE FROM UTILITY COMPANY. COORDINATE AND PAY ALL FEES.
18. TELEPHONE SERVICE: PROVIDE EMPTY CONDUITS WITH PULL WIRES AS INDICATED ON DRAWINGS.
19. UTILITY FRAME METER CENTER: (AS REQUIRED) PROVIDED BY OWNER, INSTALLED BY CONTRACTOR. THE ELECTRICAL DESIGN ON THESE DRAWINGS IS BASED ON A METER CENTER CONFIGURED AS FOLLOWS:

A. A NEMA 3R ENCLOSURE, MOUNTED ON THE FRONT SIDE OF AN EQUIPMENT FRAME INCORPORATING 120/240V, 200A METER SOCKETS AND CIRCUIT BREAKER HOUSINGS. EACH METER/CIRCUIT BREAKER COMBINATION SHALL PROVIDE SERVICE TO ONE (1) CARRIER (OR TOWER LIGHTING AS REQUIRED). METERS ARE TO BE PROVIDED BY LOCAL POWER COMPANY.

B. TOWERS REQUIRING FAA LIGHTING SHALL BE ALLOCATED ONE METER SOCKET AND CIRCUIT BREAKER HOUSING IN THE METER BANK. CIRCUIT BREAKER TO BE SIZED AS REQUIRED FOR TOWER LIGHTING EQUIPMENT. METER IS TO BE PROVIDED BY LOCAL POWER COMPANY.
20. UTILITY FRAME TELCO CABINET (AS REQUIRED): PROVIDED BY OWNER, INSTALLED BY CONTRACTOR. THE ELECTRICAL DESIGN ON THESE DRAWINGS IS BASED ON A TELCO CABINET CONFIGURED AS FOLLOWS:

A. A NEMA 3R ENCLOSURE SHALL INCLUDE A 3/4" THICK PLYWOOD BACKBOARD SIZED TO FIT CABINET. A PREWIRED 20A, 120V, GFCI DUPLEX RECEPTACLE, SURGE PROTECTORS, AND A GROUND BAR. TELCO CABINET SHALL BE MOUNTED TO THE UTILITY SERVICE FRAME.

B. THE TELEPHONE CABINET SHALL ACCOMMODATE ALL TELEPHONE LINES (PROPOSED AND FUTURE) AND CONNECTIONS FOR THEM.
21. PPC CABINET: PPC CABINET SHALL BE MOUNTED TO THE EQUIPMENT SLED SERVICE FRAME. THE ENCLOSURE DESIGN ON THESE DRAWINGS IS BASED ON A PPC CABINET CONFIGURED AS FOLLOWS:

A. PPC CABINET SHALL BE NEMA 3R RATED AND HAVE A DOOR TO ALLOW ACCESS TO INTERNAL COMPONENTS.

B. THE PPC ENCLOSURE SHALL INCLUDE A 120/240V, 1 PHASE, 200A MAIN BREAKER ELECTRICAL PANEL WITH SURGE PROTECTION AND WITH CIRCUIT BREAKERS AS REQUIRED FOR SLED ELECTRICAL LOADS. SURGE PROTECTION, AN INTERIOR 20A/120V DUPLEX RECEPTACLE, AND EXTERIOR WEATHERPROOF 20A/120V DUPLEX RECEPTACLE SHALL ALSO BE INCLUDED.

C. PROVIDE A GROUND WIRE SIZED PER NEC IN ALL CIRCUITS OVER 20 AMPS AND IN ALL CIRCUIT RUNS IN PVC.

D. PPC ENCLOSURE SHALL INCLUDE A 3/4" THICK PLYWOOD BACKBOARD SIZED TO FIT CABINET AND SHALL ACCOMMODATE ALL TELEPHONE LINES (PROPOSED AND FUTURE) AND CONNECTIONS FOR THEM. IT SHALL ALSO INCLUDE 2 TELCO GROUND BARS AND PROVIDE MOUNTING SPACE FOR ALARM EQUIPMENT.

ABBREVIATIONS

AFG - ABOVE FINISHED GRADE
A - AMP(S)
AIC - AMPERE INTERRUPTING CAPACITY
ATS - AUTOMATIC TRANSFER SWITCH
AWG - AMERICAN WIRE GAUGE
BWC - BARE COPPER WIRE
C - CONDUIT
DWG - DRAWING
GND - GROUND
GEN - GENERATOR
GPS - GLOBAL POSITIONING SYSTEM
HZ - HERTZ
KWH - KILOWATT HOUR
MIN. - MINIMUM
NTS - NOT TO SCALE
PH - PHASE
PCS - PERSONAL COMMUNICATION SYSTEM
PPC - POWER/PROTECTION CABINET
PVC - POLYVINYL CHLORIDE
REP - REPRESENTATIVE
RGS - RIGID GALVANIZED STEEL
RWY - RACEWAY
SCH - SCHEDULE
SPE - SERVICE PROTECTION ENCLOSURE
TBD - TO BE DETERMINED
TYP - TYPICAL
UG - UNDERGROUND
V - VOLT(S)

SYMBOLS LEGEND

- METER
- DISCONNECT SWITCH
- EXPOSED RACEWAY
- UNDERGROUND RACEWAY
- CONDUIT TURNED TOWARD VIEWER
- 5/8"Ø x 10'-0" GROUND ROD
- GROUND ROD TEST WELL
- GROUNDING CONDUCTOR
- CADWELD GROUND CONNECTION
- MECHANICAL GROUND CONNECTION
- GROUND BAR

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LICENSE # 59380

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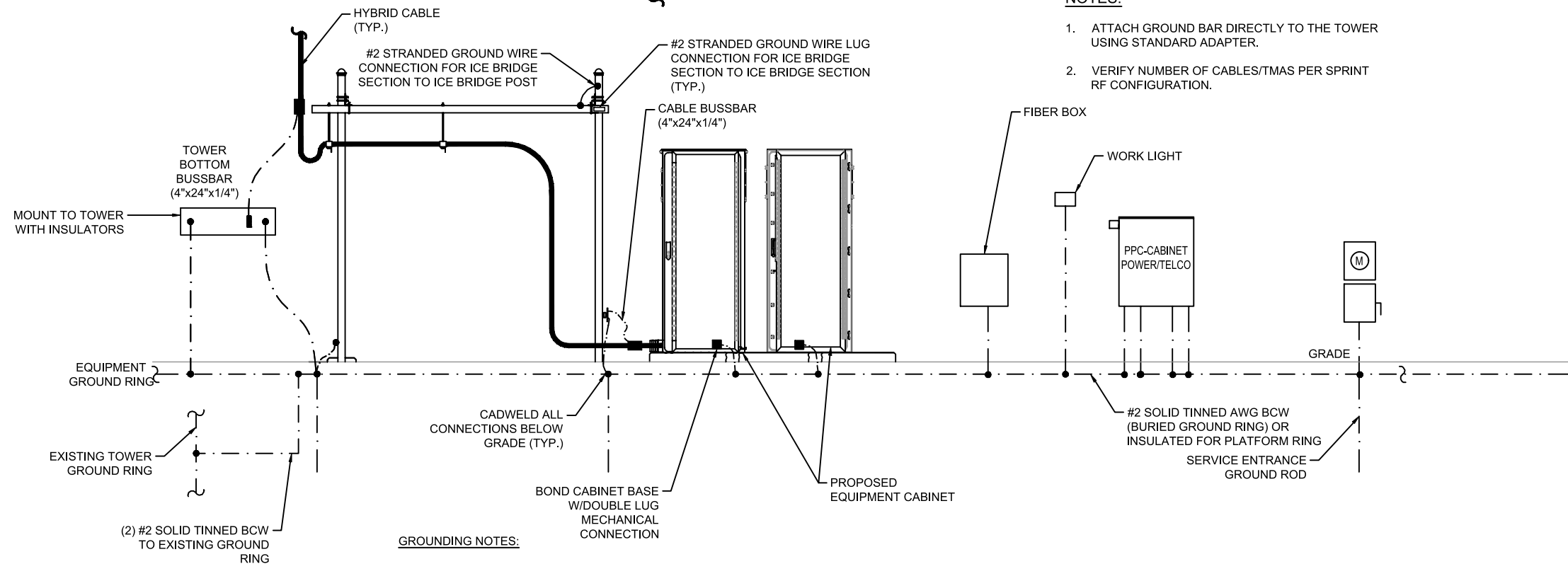
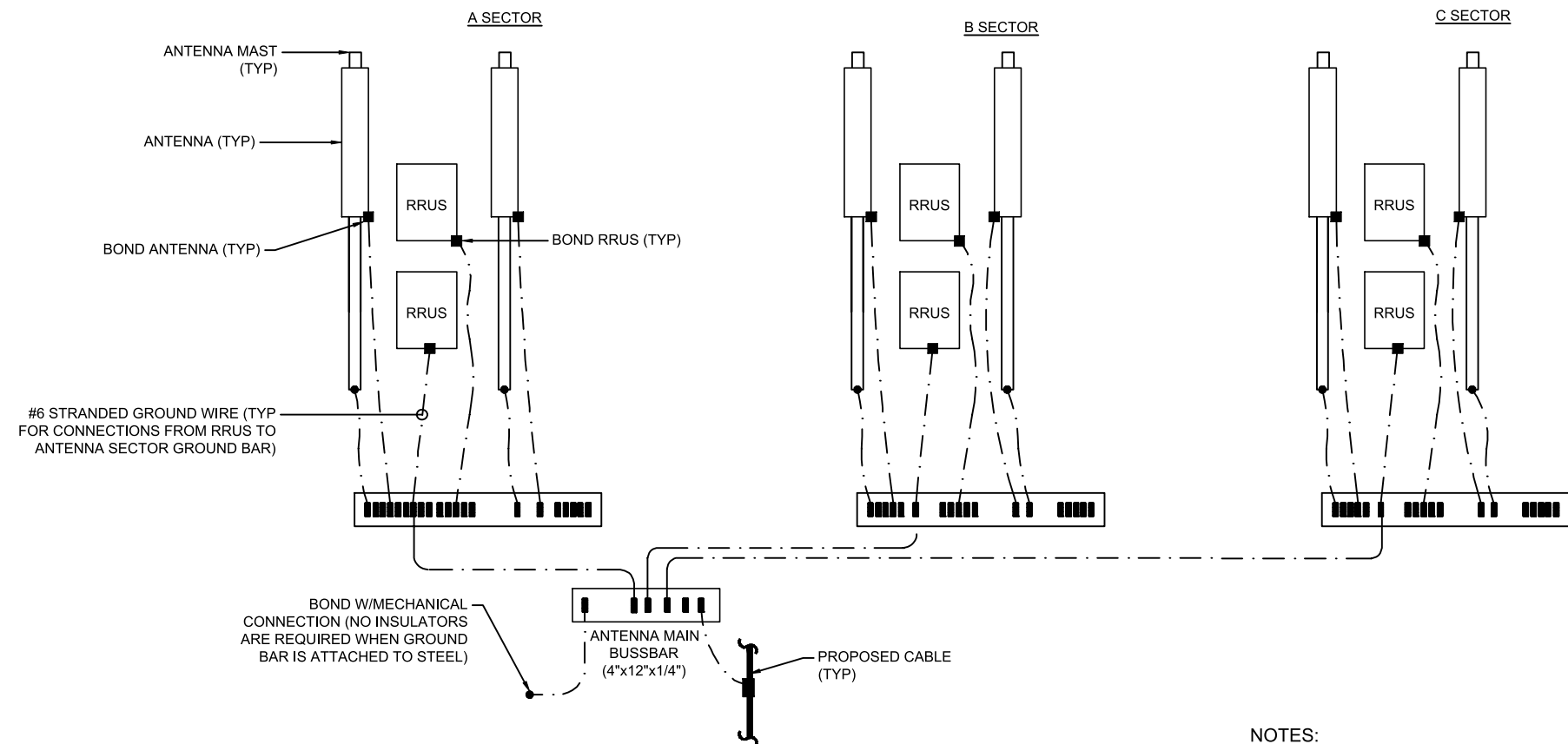
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HENNEPIN COUNTY

GENERAL ELECTRICAL
NOTES & SYMBOLS

E-1



NOTES:

1. ATTACH GROUND BAR DIRECTLY TO THE TOWER USING STANDARD ADAPTER.
2. VERIFY NUMBER OF CABLES/TMAS PER SPRINT RF CONFIGURATION.

GROUNDING NOTES:

1. BELOW GROUND ALL GROUNDING CONDUCTORS TO BE #2 AWG SOLID TINNED BARE COPPER WIRE (BCW) U.O.N.
2. ABOVE GROUND ALL GROUNDING CONDUCTORS TO BE #2 AWG STRANDED INSULATED COPPER WIRE U.O.N.
3. PROVIDE BONDING AND GROUNDING CONDUCTORS WITH GREEN TYPE THWN INSULATION, U.O.N.
4. LEAVE 4' EXCESS GROUND WIRE COILED UP ABOVE GRADE. SEAL/WEATHERPROOF CONDUIT.
5. SITE GROUNDING SHALL COMPLY WITH SPRINT GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH SPRINT GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT, THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF A NEW TOWER.

THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED WITHIN THIS DESIGN PACKAGE. DISCREPANCIES AND OMISSIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO BIDDING.

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[Signature]
6/16/2022

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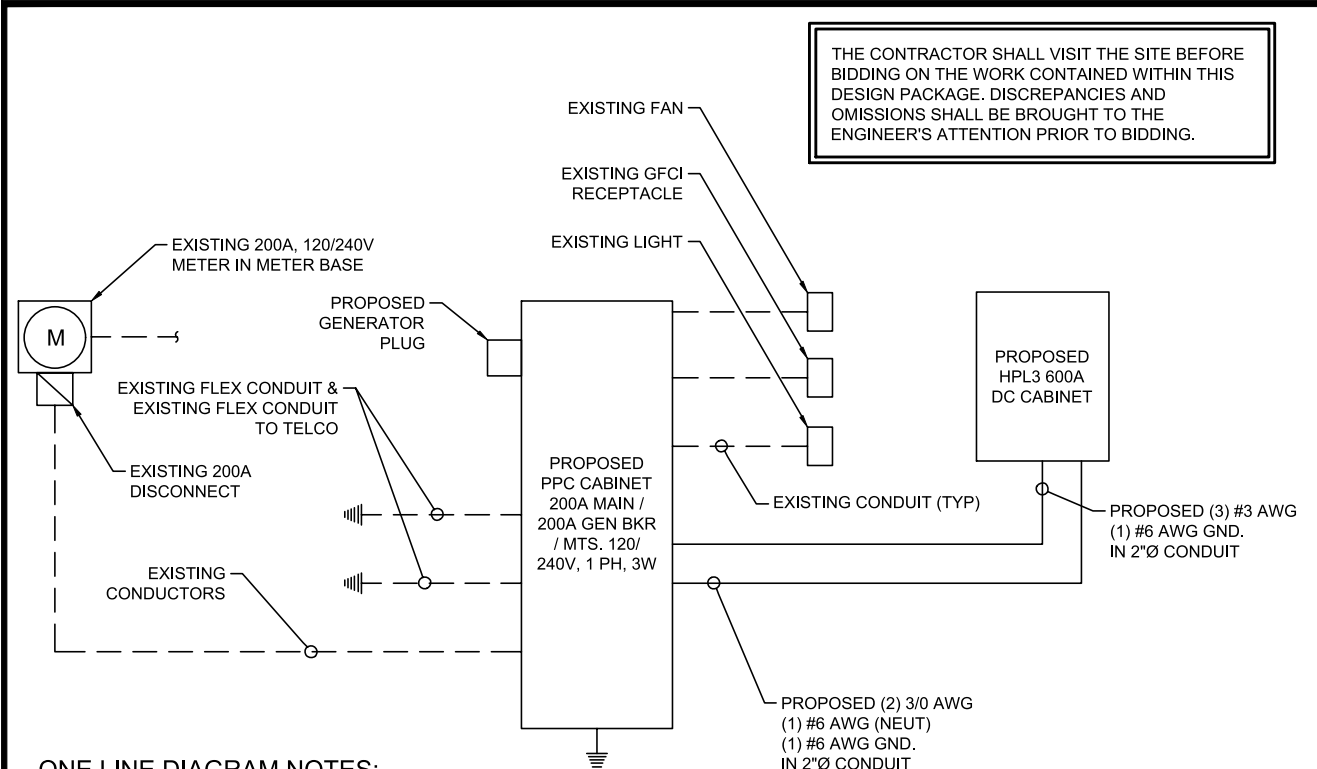
APPROVED BY:	K. KRATINA
DESIGNED BY:	A. KENNEDY
PROJECT NO:	EUTM0600
DATE:	05/24/2022

A1P0250A
MS25XC751

6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

GROUNDING RISER
DIAGRAM

E-2



ONE LINE DIAGRAM NOTES:

1. THE CONTRACTOR SHALL VERIFY THAT THE ELECTRICAL SERVICE IS A 200A, 240/120V, 1Ø, 3W
2. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT, REFER TO VENDOR PRINTS PROVIDED BY EQUIPMENT MANUFACTURER.
3. CONTRACTOR SHALL VERIFY AVAILABLE FAULT CURRENT WITH POWER COMPANY AND ENSURE ALL ELECTRICAL EQUIPMENT IS SUITABLE FOR AVAILABLE FAULT CURRENT. LABEL MAX AVAILABLE FAULT CURRENT PER NEC 110.24.
4. CONTRACTOR SHALL COORDINATE UTILITY SERVICES WITH LOCAL UTILITY COMPANIES. VERIFY ALL REQUIREMENTS WITH UTILITY COMPANY STANDARDS.
5. ONE-LINE DIAGRAM IS SCHEMATIC ONLY AND NOT INDICATIVE OF ACTUAL EQUIPMENT LAYOUT.
6. CONTRACTOR TO RE-CIRCUIT EXISTING LOADS TO NEW PANEL. CONNECT ANY LOW-VOLTAGE MONITORING/ALARMS AS REQUIRED. VERIFY EXISTING GROUND AND GEC IS NON-COMPLIANT.

ONE-LINE DIAGRAM

SCALE: N.T.S.

1

PPC SCHEDULE												
PANEL DESIGNATION: T-MOBILE								200 AMP MAIN BREAKER 120/240V, 1 PHASE, 3 WIRE				
NO.	LOAD SERVED	VA (PH A)	VA (PH B)	CONT / NC	AMP / POLE	AMP / POLE	CONT / NC	VA (PH B)	VA (PH A)	LOAD SERVED	NO.	
1	DELTA CABINET	3,000		C	200/4	60/2	C	0		SURGE / SPD	2	
3			3,000	C			C		0		4	
5		3,000		C			10/1	NC	200		FAN	6
7			3,000	C			20/1	NC		200	LIGHT	8
9	DELTA CABINET	1,000		C	100/2	15/1	NC	180		GFI	10	
11			1,000	C						0		12
		7,000	7,000					380	200			
TOTAL CONNECTED LOAD (KVA):		14.6										
TOTAL DEMAND LOAD (KVA):		18.1		MAX DEMAND AMPERAGE DRAW (AMPS): 76								

NOTES:

1. PANEL IS INTEGRAL TO PPC.
2. CONTRACTOR TO CONFIRM POWER REQUIREMENTS OF RADIO CABINET WITH MANUFACTURER'S SPECIFICATIONS.

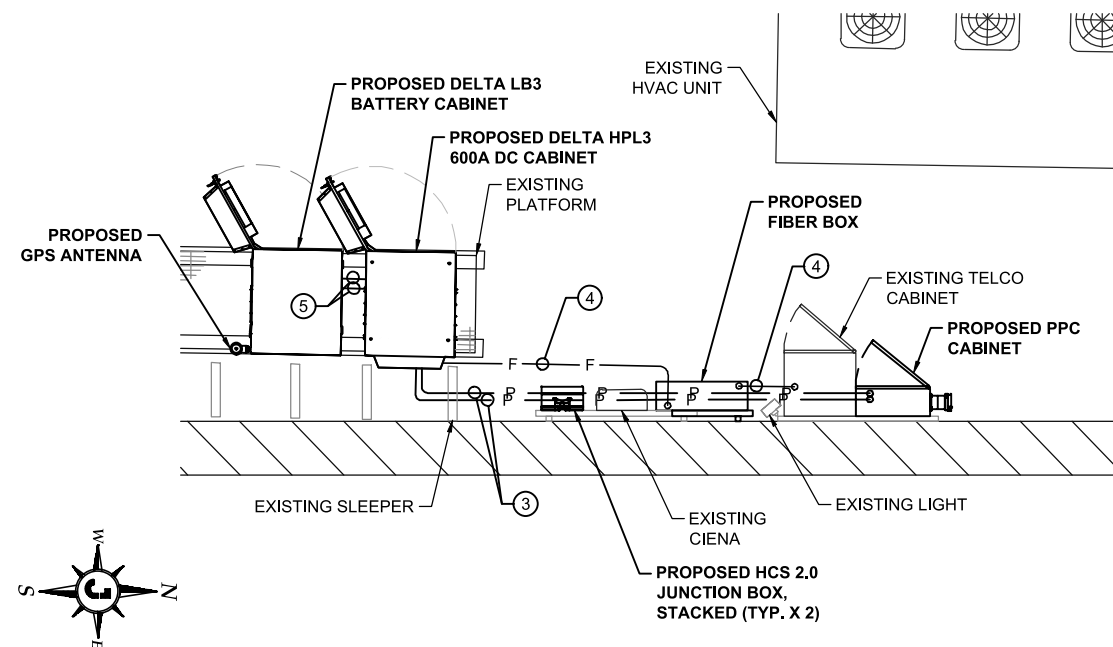
PANEL SCHEDULE

SCALE: N.T.S.

3

ELECTRICAL KEYED NOTES:

- 1 PROVIDE 2" SCH 80 RGS CONDUIT BELOW GRADE FOR POWER.
- 2 PROVIDE 2" SCH 80 RGS CONDUIT BELOW GRADE FOR TELCO W/ (3) CAT 6, (1) DC PAIR - 48V.
- 3 PROVIDE 2" SCH 80 RGS CONDUIT FOR POWER.
- 4 PROVIDE 2" SCH 80 RGS CONDUIT FOR TELCO W/ (3) CAT 6, (1) DC PAIR - 48V.
- 5 PROVIDE 2" SCH 80 RGS CONDUIT ABOVE GRADE.
- 6 PROVIDE 3/4" SCH 80 RGS CONDUIT ABOVE GRADE FOR PROPOSED WORK LIGHT
- 7 PROVIDE 3/4" SCH 80 RGS CONDUIT ABOVE GRADE FOR WORK LIGHT MAST



EQUIPMENT CONDUIT LAYOUT

SCALE: N.T.S.

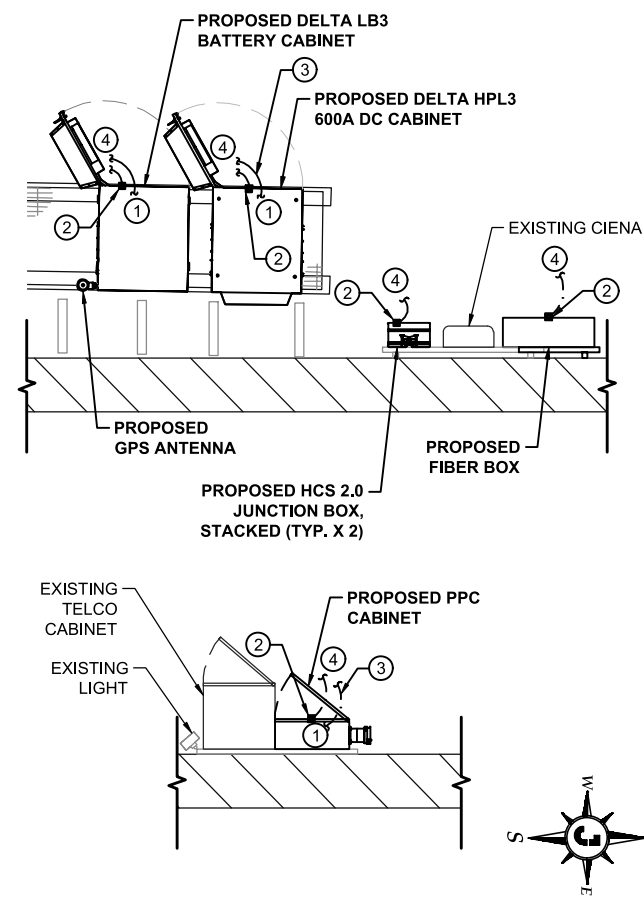
2

GROUNDING KEYED LEGEND:

- 1 BOND CABINET GROUNDING STUD TO GROUND RING WITH SINGLE LUG MECHANICAL CONNECTION
- 2 BOND CABINET BASE WITH DOUBLE LUG MECHANICAL CONNECTION
- 3 PROPOSED #2 BARE TINNED COPPER GROUND LEAD. (TYP)
- 4 BOND TO EXISTING GROUND SYSTEM, FIELD VERIFY LOCATION.

GROUNDING NOTES:

1. ALL GROUNDING CONNECTIONS SHALL BE MADE WITH THOMAS AND BETTS KOPR-SHIELD (TM OF JET LUBE, INC.). THERE IS NO EQUIVALENT FOR THIS ANTI-OXIDATION COMPOUND. NO OTHER COMPOUND WILL BE ACCEPTED. COAT ALL WIRES BEFORE LUGGING. COAT ALL SURFACES BEFORE CONNECTING. ALL DISSIMILAR METAL CONNECTIONS SHALL INCORPORATE A "DRAGON TOOTH WASHER" BETWEEN THE LUG AND THE METAL.
2. CONTRACTOR SHALL VERIFY THE ADEQUACY OF THE INSTALLED SYSTEM. CONTRACTOR SHALL CONDUCT A "SITE RESISTANCE TO EARTH GROUNDING TESTING". INSTALLED SYSTEM SHALL ACHIEVE A MAXIMUM GROUND RESISTANCE OF 5 OHMS OR LESS.
3. TEST SHALL BE WITNESSED BY A SPRINT REPRESENTATIVE, IF REQUIRED.
4. BARE COPPER CONDUCTORS SHALL NOT BE INSTALLED WHERE THEY MAY BE IN CONTACT WITH GALVANIZED METALS. THE CONDUCTORS SHALL BE INSULATED OR ENCLOSED IN PVC CONDUIT OR PLACED ON STAND OFF SUCH THAT NO CONTACT BETWEEN DIFFERENT MATERIALS MAY OCCUR.
5. CONNECTION OF COPPER CONDUCTORS TO GALVANIZED MATERIALS SHALL BE AVOIDED. BRASS OR STAINLESS STEEL LUGS SHALL BE USED FOR CONNECTION OF COPPER CONDUCTORS TO GALVANIZED MATERIALS.
6. WHEN COPPER CONDUCTORS ARE CONNECTED TO ALUMINUM SURFACES OR CONDUCTORS, LUGS OR SPLIT BOLTS MARKED WITH THE DESIGNATION AL/CU SHALL BE USED.



EQUIPMENT GROUNDING PLAN

SCALE: N.T.S.

4

Jacobs.

Challenging today.
Reinventing tomorrow.

Jacobs Telecommunications, Inc.
5449 BELLS FERRY ROAD
ACWORTH, GA 30102
470-785-4050

Sprint T-Mobile

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

KARL R. KRATINA
LICENSE # 59380

6/16/2022

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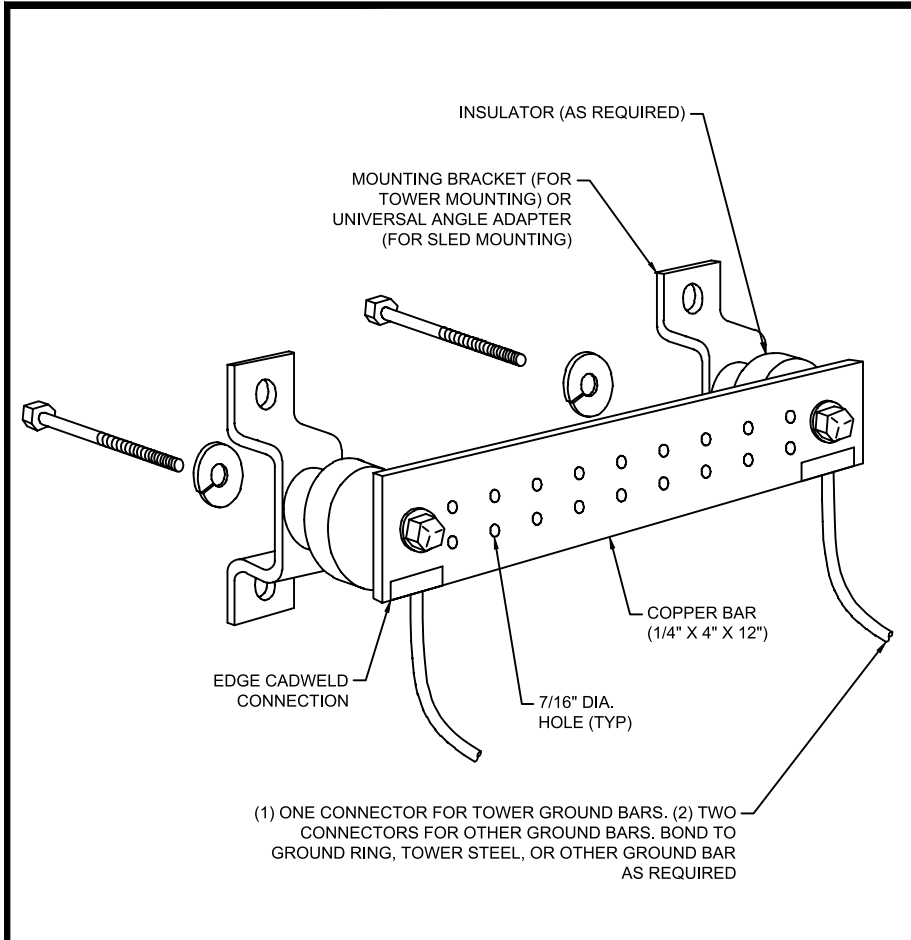
APPROVED BY: K. KRATINA
DESIGNED BY: A. KENNEDY
PROJECT NO: EUTM0600
DATE: 05/24/2022

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MS25XC751

6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

ONE LINE DIAGRAM,
SCHEDULE & PLANS

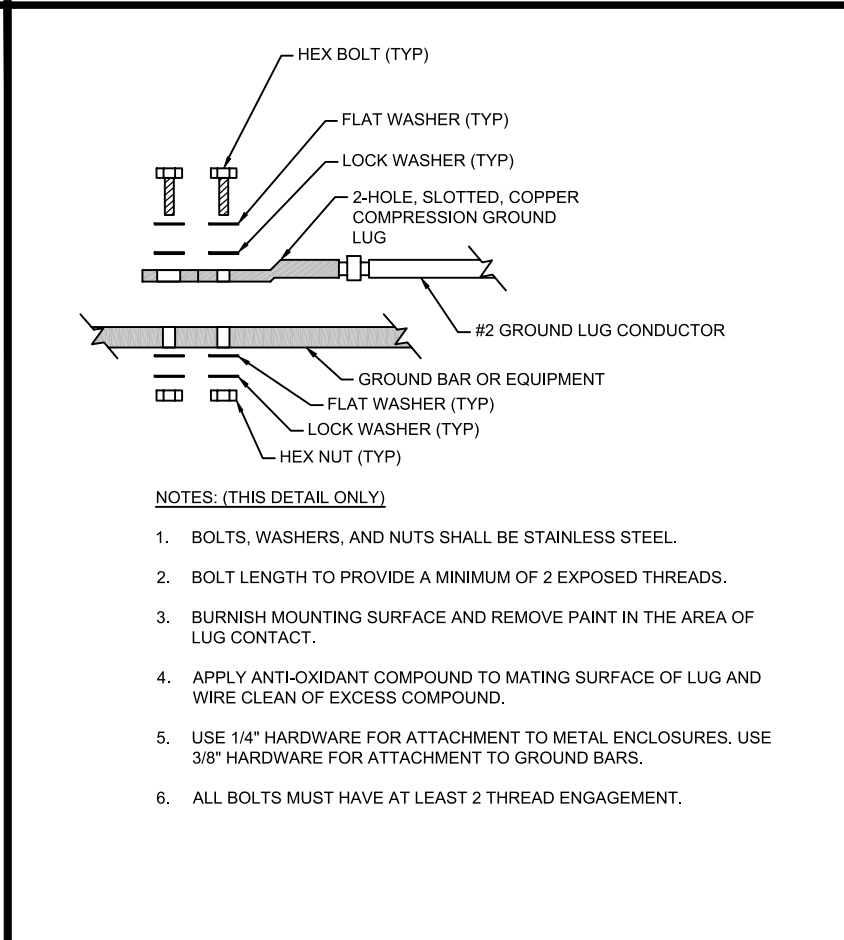
E-3



TYPICAL GROUND BAR

SCALE: N.T.S.

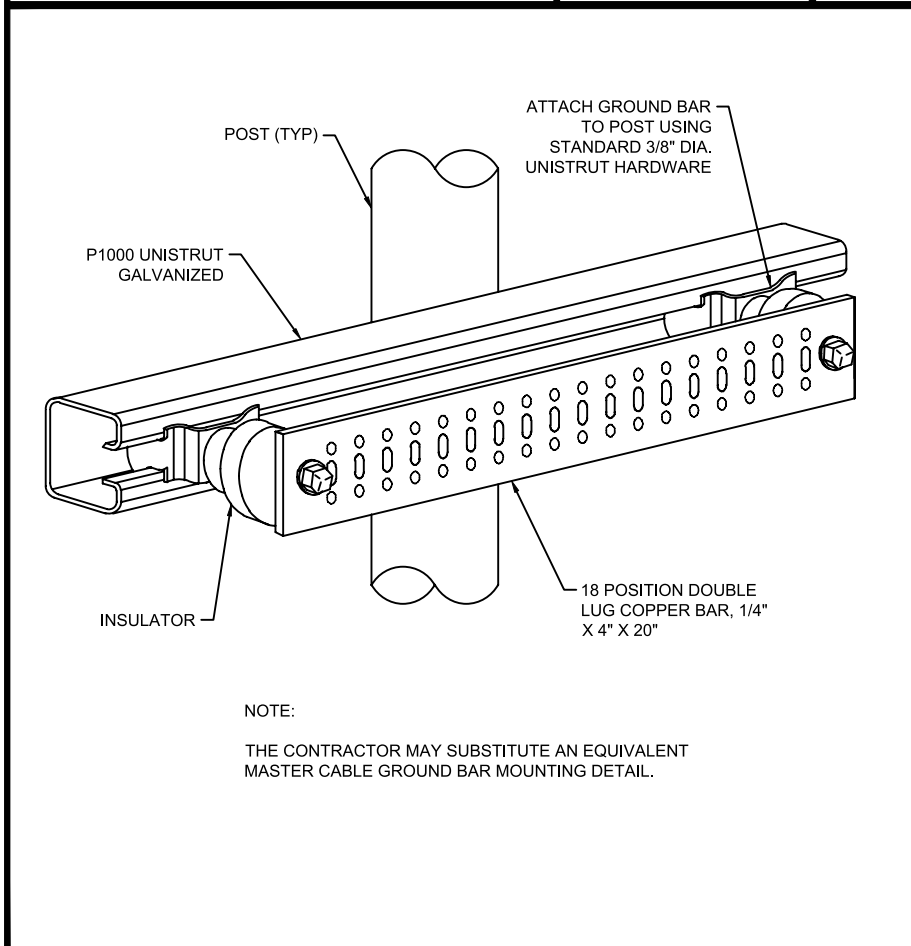
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DOUBLE LUG CONNECTION

SCALE: N.T.S.

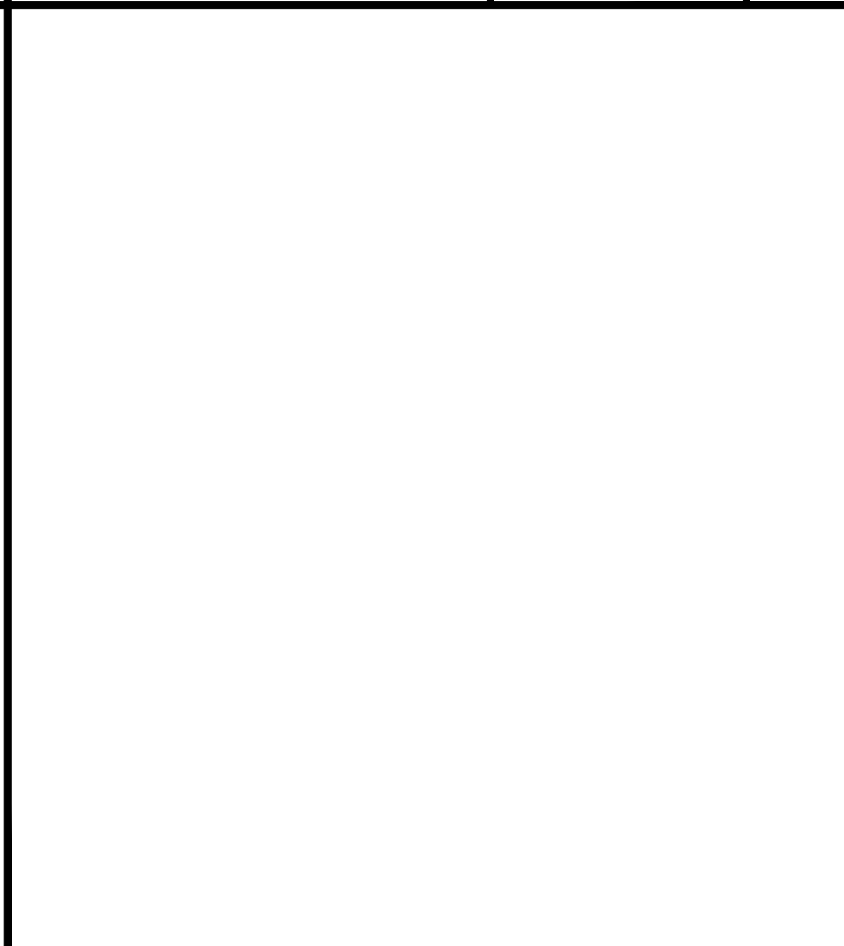
2



MASTER GROUND BAR

SCALE: N.T.S.

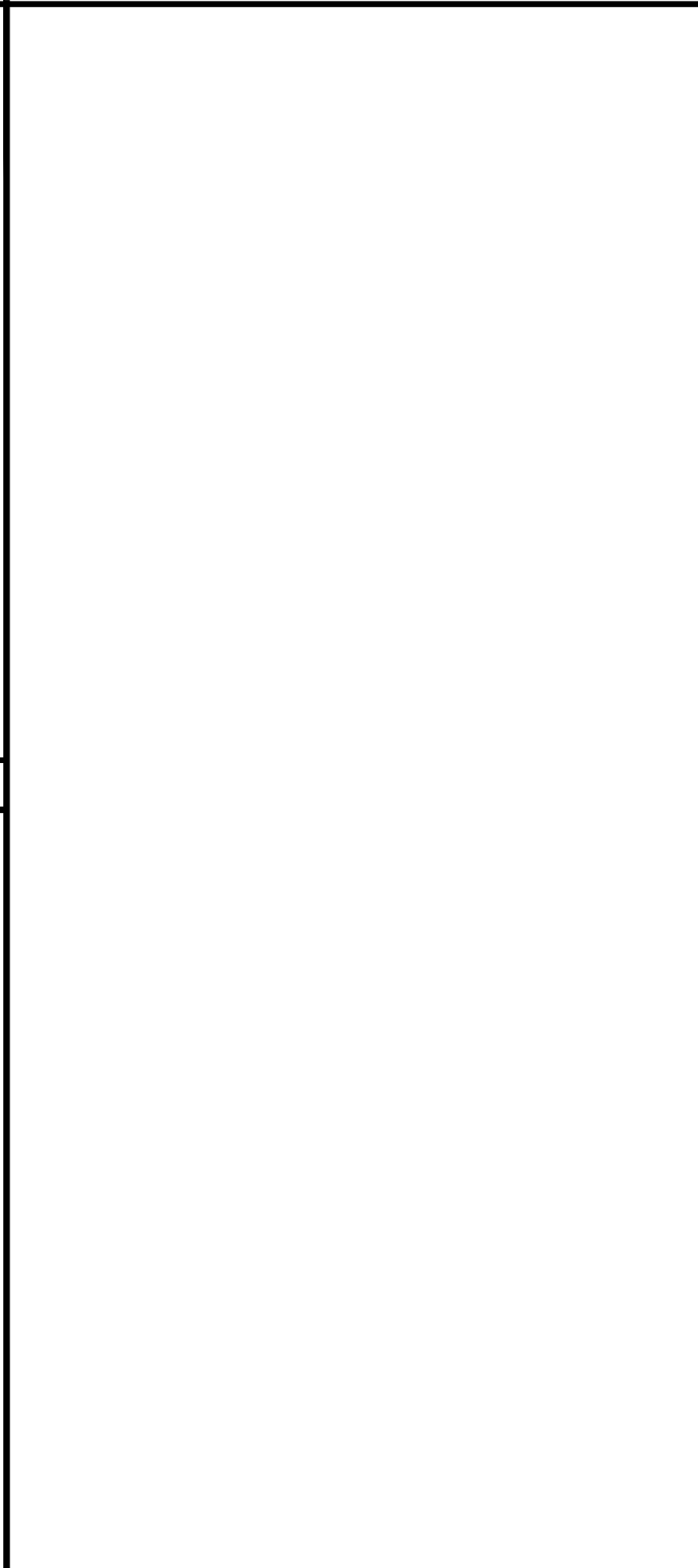
3



DETAIL NOT USED

SCALE: N.T.S.

4



DETAIL NOT USED

SCALE: N.T.S.

5

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6/16/2022

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PROJECT NO:	EUTM0600
DATE:	05/24/2022

A1P0250A
MS25XC751

6700 PORTLAND AVENUE S
RICHFIELD, MN 55423
HENNEPIN COUNTY

ELECTRICAL DETAILS

E-4



STAFF REPORT NO. 59
CITY COUNCIL MEETING
5/9/2023

REPORT PREPARED BY: Kumud Verma, Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/3/2023

ITEM FOR COUNCIL CONSIDERATION:

To consider a resolution to approve the amendment to (1) the Educational Facilities Revenue Note (Academy of Holy Angels Project), Series 2002, dated December 30, 2002; and (2) the Educational Facilities Revenue Note (Academy of Holy Angels Project), Series 2003.

EXECUTIVE SUMMARY:

The City issued Series 2002 and Series 2003 revenue notes (the Notes) and loaned the proceeds to the Academy of Holy Angels, a Minnesota nonprofit corporation, to finance the renovation and equipping of, and the construction of additions to, and the refinancing of certain existing indebtedness with respect to the non-religious portions of a school for grades nine through twelve. Both Series 2002 and Series 2003 notes are "bank qualified" and held by First Interstate Bank (the Bank), a Montana corporation. Currently the interest on both notes is calculated based on 30 days of the London Interbank Offered Rate (LIBOR) formula. The LIBOR rate is being phased out and will no longer be available after June 30, 2023. Therefore, an alternate rate will need to be determined to replace LIBOR. The Bank has informed the City and the Academy of Holy Angels that as of July 1, 2023, interest on the revenue notes will be calculated using the Fallback Rate (SOFR - secured overnight financing rate) index, and such change must be reflected in the revenue notes. The proposed changes must be approved by the City Council and reflected in the Notes.

The Notes will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City and will not be secured by any taxing power of the City. The Notes will not be subject to any debt limitation imposed on the City. The proposed amendment to the Notes will not impact the City's ability to issue "bank-qualified" bonds in calendar year 2023.

To memorialize the amendment, the City will be asked to execute an Allonge to the Series 2002 Note and an Allonge to the Series 2003 Note.

RECOMMENDED ACTION:

By motion: Adopt the attached resolution to approve the amendment to the Series 2002 Note dated December 30, 2002 and Series 2003 Note dated December 12, 2003. The Amendment to the Notes will

not be considered a new issuance of debt by the City.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

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

C. **CRITICAL TIMING ISSUES:**

LIBOR rate will no longer be available as of June 30, 2023.

D. **FINANCIAL IMPACT:**

Under the terms of the loan agreements, the City collected an administrative fee on the date of each revenue note's closing and on each anniversary of closing. While the City will not collect an additional administrative fee in connection with the Amendment to the Notes, any actual costs incurred by the City, including legal fees, will be paid by the Academy of Holy Angels.

E. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Note 2002 & 2003 Amendment Resolution	Resolution Letter

CITY OF RICHFIELD, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENTS TO CERTAIN
REVENUE NOTES ISSUED FOR THE BENEFIT OF ACADEMY
OF HOLY ANGELS AND AUTHORIZING THE EXECUTION AND
DELIVERY OF ALLONGES TO THE NOTES**

WHEREAS, on December 30, 2002, pursuant to a resolution adopted by the City Council of the City of Richfield, Minnesota (the "City") on December 10, 2002 (the "Series 2002 Note Resolution"), the City issued its Educational Facilities Revenue Note (Academy of Holy Angels Project), Series 2002, in the original aggregate principal amount of \$8,540,000, which was amended and restated on April 30, 2004, and further amended and restated on January 11, 2013 (collectively, the "Series 2002 Note"); and

WHEREAS, the City loaned the proceeds of the Series 2002 Note to Academy of Holy Angels, a Minnesota nonprofit corporation (the "Borrower"), pursuant to a Loan Agreement, dated as of December 1, 2002 (the "Series 2002 Loan Agreement"), between the City and the Borrower, for the purposes of financing the renovation and equipping of, and the construction of additions to, and the refinancing of certain existing indebtedness with respect to the non-religious portions of a school for grades nine through twelve known as Academy of Holy Angels High School, leased and operated by the Borrower, and located at 6600 Nicollet Avenue South in the City (the "Facility"); and

WHEREAS, on December 12, 2003, pursuant to a resolution adopted by the City Council on November 25, 2003 (the "Series 2003 Note Resolution"), the City issued its Educational Facilities Revenue Note (Academy of Holy Angels Project), Series 2003, in the original aggregate principal amount of \$1,460,000, which was amended and restated on April 30, 2004, and further amended and restated on January 11, 2013 (collectively, the "Series 2003 Note"); and

WHEREAS, the City loaned the proceeds of the Series 2003 Note to the Borrower pursuant to a Loan Agreement, dated as of December 1, 2003 (the "Series 2003 Loan Agreement"), between the City and the Borrower, for the purposes of financing the renovation and equipping of, and the construction of additions to, and the refinancing of certain existing indebtedness with respect to the non-religious portions of the Facility; and

WHEREAS, First Interstate Bank, a Montana corporation (the "Lender"), is the holder of the Series 2002 Note and the Series 2003 Note (together, the "Notes"); and

WHEREAS, as of the date hereof, interest on the Notes is calculated using the thirty (30) day LIBOR formula; and

WHEREAS, the use of LIBOR (the London Interbank Offered Rate) is currently being phased out and will no longer be available as of June 30, 2023; and

WHEREAS, the Lender has informed the City and the Borrower that, as of July 1, 2023, interest on the Notes will be calculated using SOFR (Secured Overnight Financing Rate for

United States Dollars) index, and such change (the "Amendment") must be reflected in the Notes; and

WHEREAS, Kennedy & Graven, Chartered, as bond counsel to the City with respect to the issuance of the Notes, has represented that such Amendment to the Notes will not be considered a significant modification of the Notes and will not result in a reissuance of the Notes for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended, as the rate has been replaced with a qualified floating rate (as defined in Treasury Regulation Section 1.1275-5(b)); and

WHEREAS, there has been presented before the City Council forms of (i) an Allonge to the Series 2002 Note, which incorporates the proposed Amendment to the Series 2002 Note; and (ii) an Allonge to the Series 2003 Note, which incorporates the proposed Amendment to the Series 2003 Note; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, MINNESOTA, AS FOLLOWS:

1. The City Council hereby consents to, approves, authorizes, and directs the execution of the Allonge to the Series 2002 Note and the Allonge to the Series 2003 Note (together, the "Allonges") by the Mayor and the City Manager, substantially in the forms on file with the City on the date hereof, which are hereby approved, with such changes as shall be approved by the Mayor and the City Manager; provided that the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such approval.

2. As provided in the Series 2002 Loan Agreement and the Series 2002 Note Resolution, the Series 2002 Note shall not be payable from nor charged upon any funds other than the revenues pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Series 2002 Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Series 2002 Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Series 2002 Loan Agreement and the revenues and assets thereunder, which have been assigned to the Lender. The Series 2002 Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Series 2002 Loan Agreement, and the revenues and assets thereunder, which have been assigned to the Lender.

3. As provided in the Series 2003 Loan Agreement and the Series 2003 Note Resolution, the Series 2003 Note shall not be payable from nor charged upon any funds other than the revenues pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Series 2003 Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Series 2003 Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Series 2003 Loan Agreement and the revenues and assets thereunder, which have been assigned to the Lender. The Series 2003 Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Series 2003 Loan Agreement, and the revenues and assets thereunder, which have been assigned to the Lender.

4. The Mayor and/or the City Manager are authorized and directed to execute and delivery any additional documents or certificates deemed necessary to carry out the transactions described in the Allonges and the intention of this resolution.

5. This resolution shall be in full force and effect from and after its passage.

Passed by the City Council of the City of Richfield, Minnesota this ____ day of _____, 2023.

Mary B. Supple, Mayor

ATTEST:

_____, City Clerk

RC145-502 (JAE)
859861v1



STAFF REPORT NO. 60
CITY COUNCIL MEETING
5/9/2023

REPORT PREPARED BY: Katie Rodriguez, City Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution to accept \$100,000 in funds from Hennepin County's Broadband Expansion grant and authorize the Mayor and City Manager to execute the grant agreement with Hennepin County and subsequent agreement with Arrive Ministries.

EXECUTIVE SUMMARY:

The City partnered with Comcast, and in support of Arrive Ministries, to submit a successful proposal in response to Hennepin County's Broadband Expansion grant program.

Arrive Ministries, is a nonprofit based in Richfield that focuses on the reception and placement of refugees. In the last 30 years, Arrive Ministries has welcomed over 11,000 refugees through its resettlement services and connected thousands of refugees to volunteers and educational programs. Arrive Ministries offers a wide range of programs from placement and immigration legal services to technical support through adult literacy and computer programs.

The grant will fund:

- 100 refugee households will receive a laptop once enrolled in Arrive Ministries adult literacy and computer programs; and
- Arrive Ministries will receive resources and upgrades to equipment to provide a virtual learning environment; and
- Arrive Ministries will hire a full-time staff member dedicated to training volunteers to offer long term support to assist refugees with digital adoption, digital navigation and connection; and
- Each refugee household will receive assistance in navigating the enrollment in Comcast's affordable internet program, Internet Essentials, and the federal Affordable Connectivity Program; and
- Comcast will donate 20 laptops to the current Arrive Ministries computer class students.

RECOMMENDED ACTION:

By Motion: Adopt a resolution accepting \$100,000 of Hennepin County Broadband Expansion grant funding and and authorize the Mayor and City Manager to execute the grant agreement with Hennepin County and subsequent agreement with Arrive Ministries.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In 2023, Arrive Ministries is projected to welcome 430 refugees, including 100 Ukrainians. Every household this organization serves qualifies as low-income under the federal poverty guideline. Arrive Ministries provides a 90-day case management program assists refugees and immigrants to obtain essential needs such as rent, Medicaid, educational enrollment, and food stamps. In addition, the organization is the only refugee resettlement organization in Minnesota that provides technology and computer classes. Many individuals and families that attend these classes do not have an Internet connection or device at home due to affordability and language barriers, causing families and individuals additional barriers to successful resettlement.

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

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 and adopted by two-thirds majority of the City Council.

C. CRITICAL TIMING ISSUES:

None.

D. FINANCIAL IMPACT:

The \$100,000 in grant funding will be provided to Arrive Ministries to fulfill the terms and conditions of grant agreement with Hennepin County.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the attached grant agreement with Hennepin County which will be finalized electronically and is preparing a similar agreement between the City and Arrive Ministries.

ALTERNATIVE RECOMMENDATION(S):

The Council can choose not to accept the grant.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A.

ATTACHMENTS:

Description	Type
▢ Hennepin County Grant Agreement	Cover Memo
▢ Exhibit A Budget Proposal	Cover Memo
▢ Resolution to Accept Hennepin County Broadband Expansion Grant Funds	Resolution Letter

Attachment 2 – Hennepin County Terms and Conditions

Contract No: _____

AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County (Department name and address) (“COUNTY”), and (CITY’s name and address) (“CITY”).

The parties agree as follows:

1. **TERM AND COST OF THE AGREEMENT**

This Agreement shall commence on _____ and expire on _____, unless cancelled or terminated earlier in accordance with the provisions herein.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed _____ Dollars (\$_____).

2. **CITY’S OBLIGATIONS**

CITY shall perform and complete the activities outlined in Exhibit A to implement broadband infrastructure and modernization projects within the CITY of _____ (the “Project”).

CITY shall report to COUNTY information about the Project as outlined in Exhibit A.

3. **FEES AND PAYMENTS**

Following the execution of this Agreement CITY shall invoice COUNTY and COUNTY shall pay CITY Project costs in the amount of _____ Dollars (\$_____). CITY shall use these funds exclusively for the Project which shall be completed on or before _____ unless COUNTY permits an extension in writing. If CITY fails to use the funds for the Project within this timeframe and COUNTY has not permitted an extension in writing, the balance of said funds shall be returned to the COUNTY. All funds provided by COUNTY to CITY under this Agreement must be spent by CITY no later than December 31, 2024.

The parties expressly acknowledge and agree that, as between the parties, CITY shall be responsible for any Project costs and expenditures exceeding the _____ Dollar (\$_____) COUNTY obligation set forth herein.

COUNTY shall pay the duly submitted invoice within thirty (30) days. Payments shall be made pursuant to COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in CITY's name.

4. INDEPENDENT CONTRACTOR

CITY shall select the means, method, and manner of performing hereunder. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CITY as the agent, representative, or employee of COUNTY for any purpose. CITY is and shall remain an independent contractor under this Agreement. CITY shall secure at its own expense all personnel required in performing hereunder. CITY's personnel and/or subcontractors engaged to perform any work required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CITY's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of state, local or federal law, against CITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, CITY shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

6. INSURANCE AND INDEMNIFICATION

CITY represents and warrants that it is insured or self-insured consistent with the limits established in Minnesota Statutes, including but not limited to workers compensation insurance, and in coverage amounts necessary to manage liabilities hereunder.

CITY shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CITY, a subcontractor, , anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may

be liable in the performance of this Agreement, and against all loss by reason of the failure of CITY to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CITY personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

7. DUTY TO NOTIFY

CITY shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against CITY, its employees, officers, agents or subcontractors, which arises out of this Agreement. CITY shall also notify COUNTY whenever CITY has a reasonable basis for believing that CITY and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

8. DATA PRIVACY AND SECURITY

CITY, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies CITY that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CITY shall promptly notify COUNTY if CITY becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by CITY does not necessarily make the data protected as such under any applicable law.

9. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CITY and involve transactions relating to this Agreement. CITY shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CITY binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CITY shall not assign, transfer or pledge this Agreement whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CITY, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement.
- C. Other than contracting with its selected Internet Service Provider, CITY shall not subcontract this Agreement whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement. Further, CITY shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of any specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CITY and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CITY shall make contracts between CITY and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between CITY and a subcontractor, or a waiver or release by COUNTY of CITY's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CITY and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CITY shall pay any subcontractor within ten (10) days of CITY's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CITY shall comply with all other provisions of that statute.

11. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

CITY and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

12. DEFAULT AND CANCELLATION/TERMINATION

- A. COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CITY's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CITY. In the event of cancellation/termination, COUNTY shall have no obligation to reimburse Project expenditures for which a reimbursement request has not been received by the date of cancellation/termination.
- B. Notwithstanding any provision of this Agreement to the contrary, CITY shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY. Upon notice to CITY of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CITY for the purpose of set-off until such time as the exact amount of damages due COUNTY from CITY is determined. Following notice from COUNTY of the claimed breach and damage, CITY and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

13. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: CITY'S OBLIGATIONS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA AND MARKETING; and MINNESOTA LAW GOVERNS.

14. CONTRACT ADMINISTRATION

PHILIP ESSINGTON (philip.essington@hennepin.us; (612) 348-0221) ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CITY.

() shall manage the agreement on behalf of CITY. CITY may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CITY shall comply with all applicable federal, state and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. CITY certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

16. PAPER RECYCLING

COUNTY encourages CITY to develop and implement an office paper and newsprint recycling program.

17. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CITY shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CITY's Form W-9 provided to COUNTY.

18. CONFLICT OF INTEREST

CITY affirms that to the best of CITY's knowledge, CITY's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CITY, CITY shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CITY will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

19. MEDIA AND MARKETING

The parties shall cooperatively and collaboratively develop Project marketing including but not limited to a permanent plaque or sign, news releases, public announcements, social media, video, civic opportunities, logos and community events. CITY shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

CITY shall provide an advance copy of any independently developed messaging and marketing materials regarding the Project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of the Project, this Agreement, or is otherwise contrary to COUNTY's best interests.

For clarification and not limitation, this section applies all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CITY (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the Project, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

20. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

Date: _____

COUNTY OF HENNEPIN

STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
Assistant/Deputy/County Administrator
Department Director of _____

Date: _____

Signature Page for _____

Exhibit A

This Exhibit A shall be completed by the COUNTY and CITY after the CITY's proposal is accepted.

Section 1

Project Description and Cost

(details to be taken from the City's proposal/application)

Section 2

Project Reporting Requirements

CITY shall use a format specified by COUNTY to report Project results. CITY agrees to submit the following information on a bi-annual basis or as otherwise required by COUNTY.

The following are examples of required reporting (actual reporting requirements will be based upon the City's proposal/application):

A. Broadband Deployment

1. A narrative update on project progress for the reporting period.
2. Any issues or unexpected challenges from the reporting period.
3. Upon deployment, confirmation of the number of households served and the available internet service packages
4. Overall Project Information
 - a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 1. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
 - b. Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)'s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service

area of the broadband infrastructure (applicable only to projects that provide service to households).

5. Detailed Project Information
 - a. Project technology type(s)
 - i.(Planned/Actual)
 1. Fiber
 2. Coaxial Cable
 3. Terrestrial Fixed Wireless
 4. Other (specify)
 - b. Total miles of fiber deployed (Planned/Actual)
 - c. Total number of funded locations served (Planned/Actual)
 - d. Total number of funded locations served, broken out by speeds:
 - i.Pre-SLFRF Investment:
 1. Number receiving 25/3 Mbps or below
 2. Number receiving between 25/3 Mbps and 100/20 Mbps
 - ii.Post-SLFRF Investment (Planned/Actual):
 1. Number receiving minimum 100/100 Mbps
 2. Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
 - e. Total number of funded locations served, broken out by type (Planned/Actual):
 - i.Residential: Total Housing Units
 - ii.Community anchor institution
 - f. Speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service
 6. Marketing plan and activities:
 - a. A brief narrative describing how the project will inform residents know about the new internet service.
 - b. A summary of any marketing activities conducted during the reporting period such as mailers, paid or earned media, social media, or other efforts to raise awareness. Any marketing to target specific audiences such as seniors or BIPOC groups should be included.
 - c. The number of hours spent on any marketing activities.
- B. Broadband Enrollment:** Upon deployment, bi-annual information about subscription numbers and demographic information. Specific populations are prioritized by Hennepin County for digital inclusion. Please indicate what percentage of the internet service subscribers meet the following criteria. Data should be based on self-reported information provided voluntarily by subscribers.
1. The number of households subscribing to the newly available internet service within the reporting period, and project to date.
 2. The number of households enrolled in the Affordable Connectivity Program or a comparable lost-cost service plan within the reporting period, and project to date.
 3. The number of households newly subscribed households receiving home broadband speeds of 100/100 Mbps within the reporting period, and project to date.

4. The number of households newly subscribed households receiving home broadband speeds of 100/20 Mbps within the reporting period, and project to date.
5. A zip code breakdown of the new subscribers enrolled within the reporting period, and project to date.
6. Demographics
 - i. Number of senior households (determined by number of subscribers 55 and up)

C. Community engagement plan and activities:

1. A narrative of the community engagement activities that occurred during the reporting period, that includes the following elements:
 - a. The city's overall approach to broadband adoption, and specific plans reach out to groups who live or work in the community and are more likely to experience digital barriers such as seniors, low-income residents, BIPOC communities, and people with limited English proficiency.
 - b. Any partnerships or collaborations with schools, anchor institutions, or other community partners
 - c. A summary of the community outreach activities conducted during the reporting period, such as listening sessions, door knocking, or other engagement activities planned by the city or community partners to better understand the broadband needs in the community
2. The number of individual engagement events or activities
3. The number of households engaged, and any available demographic information about the participants
4. How many hours were spent conducting engaging community during the reporting period
5. The outcomes of this community engagement in the form of storytelling, community priorities about digital inclusion and high-speed internet, awareness of gaps in available home internet access or any other findings.

D. Broadband adoption activities, such as outreach, marketing, education, assistance enrolling in low-cost internet plans including Affordable Connectivity Program

1. A narrative of the broadband adoption activities conducted during the reporting period conducted by the city or community partners
2. The city's overall approach to broadband adoption, and specific plans reach out to groups who live or work in the community and are more likely to experience digital barriers such as seniors, low-income residents, BIPOC communities, and people with limited English proficiency.
3. Any partnerships or collaborations with schools, anchor institutions, or other community partners
4. A summary of the community outreach activities conducted during the reporting period, including the individual events or campaigns. Activities can include supporting households in enrolling in low-cost internet services including the Affordable Connectivity Program, education about consumer choice and broadband options, train-the-trainer events, technical support for home internet, or other innovative programing.

- a. How many Hennepin County households were reached through your broadband adoption activities? Any available demographic information about the households engaged should be provided.
- b. How many hours were spent conducting broadband adoption activities by the city or project partners during the reporting period?
- c. The outcomes of these efforts. Outcomes could include the number of people newly enrolled in low-cost internet plans, the number of people enrolled in high speed internet plans, success stories about the impact on specific households or neighborhoods.

Budget Proposal

Cost elements:

1. Direct costs
2. Indirect costs
3. Equipment

The following budget proposal includes breakdown of costs to drive broadband adoption and community engagement within the refugee community through Arrive Ministries and Comcast.

Direct Costs:

Cost type	Amount	Quantity	Explanation	Total
Laptops	\$149.99 + Tax	100	Discounted laptops for 100 households.	\$16,020

Indirect Costs:

Cost type	Amount	Quantity	Explanation	Total
Digital Adoption Programming Expenses	\$68,980	1	Salary for full-time staff dedicated to training volunteers and supporting refugees with digital adoption and digital navigation.	\$68,980
Zoom Business Plan	\$199.00	10	Business plan for 10 users	\$1,990.00

Equipment Costs:

Cost type	Amount	Quantity	Explanation	Total
Laptops	In-Kind Donation	20	Comcast to provide laptop donation	\$-0
Smartboards	\$3,500.00	3	Smartboards for virtual and in-person training	\$10,500.00
Conference Camera	\$477.50	2	Host virtual training	\$955.00
Conference Microphone	\$477.50	2	Large classroom audio for virtual meetings	\$955.00
Wireless Headset	\$200.00	3	Improve teacher to student engagement (virtual)	\$600.00

Budget Proposal Total

Cost element	Timeframe	Total
Direct	Immediately	\$16,020
Indirect	Immediately	\$70,970
Equipment	Installed by end of 2023	\$13,010.00
Total		\$100,000.00

**CITY OF RICHFIELD
HENNEPIN COUNTY
STATE OF MINNESOTA**

RESOLUTION NO.

**RESOLUTION AUTHORIZING ACCEPTANCE OF HENNEPIN COUNTY
BROADBAND EXPANSION GRANT FUNDS**

WHEREAS, on February 6, 2023, the City of Richfield (City) partnered with Comcast in support of a grant for Arrive Ministries to provide education, laptops and broadband access to newly arrived immigrants; and

WHEREAS, on April 3, 2023 Hennepin County (County) communicated their intent to fund the proposal for \$100,000; and

WHEREAS, the grant funding will assist 100 immigrant households digital adoption, digital navigation and connection; and

WHEREAS, the Arrive Ministries program will help close the digital equity gap and better connect these families to success which is consistent with the City's equity goals; and

WHEREAS, the City needs to execute a grant agreement with the County and Arrive Ministries to accept the funding and provide to Arrive Ministries to implement the program.

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

That the City Council of the City of Richfield hereby accepts \$100,000 of Hennepin County Broadband Expansion grant funding and and authorizes the Mayor and City Manager to execute the grant agreement with Hennepin County and subsequent agreement with Arrive Ministries to implement the broadband expansion proposal.

Approved by the City Council of the City of Richfield, Minnesota this 9th day of May, 2023.

Mary Supple, Mayor

ATTEST

Dustin Leslie, City Clerk