



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
MAY 14, 2024  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Richfield STEM School Choir

Open forum

***Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2632 129 3873 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) Joint HRA/Council/PC Work Session; (2) City Council Work Session of April 23, 2024; and (3) City Council Meeting of April 23, 2024

**AGENDA APPROVAL**

1. Approval of the Agenda

**PRESENTATIONS**

2. Proclamation Celebrating Asian and Pacific American Heritage Month
3. Proclamation Recognizing National Police Week
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consider approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their annual Holy Angels Rock the Lawn event taking place Friday, June 14, 2024.

Staff Report No. 62
  - B. Consider a resolution authorizing West Hennepin Affordable Land Housing Trust, dba Homes Within Reach, to utilize funding from Hennepin County Housing and Redevelopment Authority's Homeownership

Assistance Program in Richfield.

Staff Report No. 63

- C. Consider approval of a Temporary On Sale Intoxicating Liquor license for their annual wrestling event scheduled to take place June 15, 2024, at Fred Babcock VFW #5555, located at 6715 Lakeshore Dr.

Staff Report No. 64

- D. Consider the approval of a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee for events scheduled at Veterans Memorial Park, July 3 - 4, 2024.

Staff Report No. 65

- E. Consider approval to renew the contract with the MN Internet Crimes Against Children (ICAC) through May 31, 2024 to receive federal grant funding for Public Safety/Police.

Staff Report No. 66

- F. Consider approval of the bid tabulation and authorize the Mayor and City Manager to execute a contract with Valley Paving, Inc., for the 66th Street and Richfield Parkway Improvements Project in the amount of \$279,628, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

Staff Report No. 67

- G. Consider approval of a resolution authorizing execution of MnDOT Agreement #1056595 for the disbursement of state Active Transportation Program funds for the 66th Street and Richfield Parkway Pedestrian Improvements Project.

Staff Report No. 68

- H. Consider approval of a resolution authorizing acceptance of a stock donation received by Richfield Recreation Services Department from Carl Sandberg for Wood Lake Nature Center in an amount between \$64,290-\$74,900, and to authorize the Recreation Services Director to apply the funds for Wood Lake Nature Center with direction from the donor.

Staff Report No. 69

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

### **PUBLIC HEARINGS**

6. Public hearing to approve host designation for the City of Deephaven to issue revenue bonds to finance the construction of a charter school facility located at 14101 Southcross Drive in the City of Burnsville (the "Burnsville Facility") and refinancing the Issuer's Charter School Lease Revenue Bonds (Seven Hills Preparatory Academy Project), Series 2017, located at 1401 West 76th Street, Richfield, Minnesota.

Staff Report No. 70

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

7. City Manager's Report

### **CLAIMS AND PAYROLLS**

8. Claims and Payroll

### **COUNCIL DISCUSSION**

9. Hats Off to Hometown Hits

10. Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.**



# CITY COUNCIL MEETING MINUTES

## Richfield, Minnesota

### Joint City Council, Housing and Redevelopment Authority, and Planning Commission Work Session

## April 15, 2024

#### CALL TO ORDER

Chair Vrieze Daniels called the work session to order at 5:45 p.m. in the Heredia Room.

*HRA/EDA Members Present:* Gordon Hanson, Sean Hayford Oleary, Mary Supple, Erin Vrieze Daniels

*Council Members Present:* Sharon Christensen; Simon Trautmann; Ben Whalen

*Planning Commissioners Present:* Stephanie Hollman, Eddie Holmvig, Cole Hooey, Ben Surma, Brett Stursa,

*Staff Present* Melissa Poehlman, Community Development Director; Julie Urban; Assistant Community Development Director; Hillary Lovelace, Housing Specialist; Sam Crosby, Planner; and Katie Rodriguez; City Manager

*Guests* Johnny Opara

#### ITEM #1

#### PRESENTATION TO CITY COUNCIL AND HRA ON THE LOCAL AFFORDABLE HOUSING AID

Assistant Community Development Director Urban gave the presentation covering the following about the Local Affordable Housing Aid (LAHA) program: background and overview of the program, deadlines, eligible uses, income restrictions, priorities, uses in Richfield, and new program ideas.

Planning Commissioner Hooey spoke about using the funding for rental assistance instead of code enforcement costs.

Commissioner Hayford Oleary asked if the 100% AMI requirement could be raised to 125% for flexibility purposes. Urban stated there could be flexibility.

Council Member Whalen spoke about the possibility of creating new city-owned housing. Community Development Director Poehlman spoke about the difficulties with creating and managing public housing in the city.

Hooey and Urban spoke about program priorities with the HRA.

<b>ITEM #2</b>	<b>PRESENTATION BY JOHNNY OPARA, JO DEVELOPERS, OF A PROPOSED AFFORDABLE HOUSING DEVELOPMENT FOR 6501-25 PENN AVE SOUTH</b>
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Mr. Opara gave the presentation and spoke about his company and past projects. He also went over the proposed development on Penn Avenue.

Commissioner Hollman stated she liked that the project was affordable and asked if there was any possibility of turning it to mixed use. Opara spoke about tax credits and the difficulties in finding investors for commercial spaces.

Commissioner Hanson stated he liked that the project was affordable and had multi-room units. He further stated an interest in mixed-use but would support this if mixed-use wasn't possible.

Commissioner Hayford Oleary stated he preferred mixed-use and spoke about the outdoor parking spaces. He further stated that if there was no mixed-use, he would want excellent urban design that gave the residents a reason to walk outside.

Council Member Whalen stated he did not see a need for mixed-use. He further stated that after a string of past denials, he really wanted to see something get approved and really liked the proposal.

There was a conversation between staff, Opara, and commissioners about the difficulty in finding investors for commercial uses in the current climate. They also spoke of the need of more residential units in the area.

<b>ADJOURNMENT</b>
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Chair Vrieze Daniels adjourned the work session at 6:57 pm.

Date Approved: May 14, 2024

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Mary B. Supple  
Mayor

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Kelly Wynn  
Interim City Clerk

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Katie Rodriguez  
City Manager



**CITY COUNCIL MEETING MINUTES**  
**Richfield, Minnesota**

**City Council Work Session**

**April 23, 2024**

**CALL TO ORDER**

Mayor Supple called the work session to order at 5:05 p.m. in the Bartholomew Room.

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

*Staff Present:* Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Mike Dobesh, Fire Chief; Jay Henthorne, Police Chief; Melissa Poehlman, Community Development Director; Kristin Asher, Public Works Director; Kumud Verma, Finance Director; Karl Huemiller, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; and Chris Swanson, Management Analyst.

<b>ITEM #1</b>	<b>CITY COUNCIL AND DIRECTORS QUARTERLY MEETING TO REVIEW PROPOSED POLICY AND PROGRAM REQUESTS FOR POSSIBLE INCLUSION IN THE 2024 OR 2025 WORKPLANS</b>
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City Manager Rodriguez reviewed the new policy proposal process. She stated staff needed to get Council consensus as to what work would be added to the 2024 or 2025 work plans, the scope of the work, and what work plan projects would need to be delayed.

Assistant City Manager Thongvanh summarized the proposed branding and website noting full branding was estimated to be \$50,000 to \$100,000. He proposed tighter brand stands such as logo, colors, fronts, and better staff training. He recommended having an RFP for the new website in 2025 with a launch in 2026 and proposing a website rebrand approximately every 5 years.

Council Member Hayford Oleary clarified that the recommendation was to stick with the existing brand and build the website around the existing brand. He indicated that he would prefer to do a full rebranding, but he did not think this was a big issue given the other priorities. He requested the brand be tightened and staff have training and consistency. He agreed with the proposed cost and the timeline.

Council Member Whalen stated he appreciated the industry standard timeline of approximately every five years of a website rebrand. He asked if there was an industry recommendation as to how often rebranding happened. He requested staff have some future date for this.

Assistant City Manager Thongvanh responded that staff would look into the matter. He indicated he had done branding in the past where it related when something was changing in an organization.

City Manager Rodriguez stated this would be brought back to staff to see if this could be looked at for a future year. She noted right now just firming up the branding and doing training on it, along with everything else, would be a lot of work for staff. She did not see the city being able to do this until after the launch of the website in 2026.

Mayor Supple stated her higher priority was the website over the branding and if the website could be refreshed on a regular basis that was more important than the branding. She believed there were more critical issues to handle.

City Manager Rodriguez summarized she understood that the website was the priority and staff's plan was to look at rebranding in 2026 or 2027, but in the meantime, Council was comfortable with tightening up the brand guidelines and providing better training for staff.

Director Huemiller provided a summary of the decarbonization project. He noted that with current staffing levels, it was not possible to administer this type of project without significant investment. He recommended to wait and see what came of this as everything becomes more solidified. He indicated staff were keeping on top of what possible grant opportunities were out there as well as outside support for this program. He indicated staff had also been discussing implementing some of the initiatives into the community housing program as well.

Specialist Lindholm indicated a lot of what they were waiting for came from the State and they were waiting to hear on the grant applications.

Council Member Whalen noted the Federal government was contributing a lot of money that individuals could apply toward new appliances, weatherization, etc. and the city needed to direct residents to this opportunity which he believed would be available at the end of 2024.

Director Poehlman indicated staff was already doing a comprehensive evaluation for the housing programs which would try and guide residents toward additional sustainable features. She noted staff wanted to wait until the evaluation was complete to not get ahead of the Federal programs. She also stated staff did not want to create a program within one of the city's existing HRA programs if it is decided that the city was no longer going to put resources toward that program.

City Manager Rodriguez summarized the Council was comfortable with staff's recommendation on timing and it made sense to wait until they had more information on the Federal programs. She noted once that was figured out, this would align nicely with the community development work and their housing programs.

Mayor Supple requested an update on the downtown name proposal.

Director Poehlman stated this year staff could start including the wording Downtown Richfield in new documents and proposed signage, and not use The Lakes at Lyndale tag line until the city went through the branding process. In 2025, she proposed undertaking a strategic process that looked at what's done for advertising or marketing projects. She recommended a consultant to help with that work along with figuring out what downtown meant as well as the extent of downtown along with how they want to grant it going forward.

Council Member Hayford O'Leary pointed out that the old branding from 20 years ago never caught on, and he supported staff's recommendation and noted that the timing made sense.

Council Member Trautman agreed with Council Member Hayford O'Leary, but believed the timing was very important as well as having cohesive messaging. He liked having a cohesive brand and he saw this as something potentially more where they could unlock other opportunities.

Council Member Whalen stated he liked the work around the downtown revitalization that was in the strategic plan. He asked if the planning would delay other projects that were going to be a part of the plan. Director Poehlman responded there would not be any delay, these were ultimately already part of the plan, and she did not believe this would be extra work.

Council Member Whalen indicated he did not oppose any of this, but noted it was not a strong priority for him. He believed they should have banners and lighting to have a defined downtown.

Mayor Supple agreed this was not a high priority, but it did seem easy to do and she agreed with staff's timeline. She noted her higher priority was focusing on economic development for that area and if this helped that economic development, then she agreed with proceeding. Council Member Christensen also agreed this was not a high priority and indicated the ideas were good and that they needed to look at the economic development of the entire area.

City Manager Rodriguez summarized that some Council Members thought this was a priority and some didn't think it was a priority, but they all agreed with staff's plan. She heard from staff that it's well aligned with the city's economic development efforts downtown and that it would be important.

Assistant City Manager Thongvanh presented a proposal to look at the liquor store names as well as eliminate past confusion for the stores.

Council Member Hayford O'Leary stated while this was not a big deal, it was an easy thing to do.

Mayor Supple expressed concern about copyright issues with Shops at Lyndale and asked if Richfield Liquor Lyndale Shops, or some other variation, could be used.

Council Member Hayford O'Leary stated he did not know if it would be allowed to use that name and he did not have a strong feeling about that.

Council Member Trautmann indicated he was for consistent branding but expressed concern with respect to the cost of the change and questioned if they wanted to invest in purchasing new LED signage.

Council Member Christensen stated she agreed with identifying the liquor shops as the names would help the residents find a location.

Council Member Whalen believed it was okay to move ahead with as little extra time spent on this as needed. Mayor Supple agreed it would be easy for staff to do this and it would be an easy fix.

City Manager Rodriguez summarized the Council was okay with staff's recommendation and staff will check into The Shops to see if there were any copyright concerns.

Director Poehlman moved on to short-term rental regulation and noted there were two parts to this, (1) looking at the proposed prohibition on short-term rentals and (2) continuing to monitor the number of institutional investors. She noted staff's recommendation was to address this in 2025 when there would be a full year of data. She stated they had started to implement a system where citizens had to self-identify as a short-term rental operation, which would give staff an idea of the number of short-term rentals in the community as well as allow staff to link that data to code enforcement. She

stated if the Council believed this should be a higher priority, they would need to reprioritize existing work that was planned for 2024. She reminded the Council that the City Attorney also had a concern about the city putting limits on ownership and whether that would be legal. She indicated staff's preference would be to continue watching the legislature and to monitor what was happening locally.

Mayor Supple agreed it was okay to keep monitoring with the possibility of legislative changes, which could overrule the city. She stated she did want this to keep moving forward, even if it meant they needed to wait until 2025 but would like to see it sooner if possible. Her highest priority was MR2 and MR3 zoning revisions because that affected the greatest number of people. Then she believed short-term rentals took priority over parking.

Council Member Hayford Oleary believed this was a priority. He agreed the parking requirements were an impediment and this was a good time to address it. He noted the buildings that were built, or failed to get built, because the parking would be there for 50 to 100 years, while short-term rentals would be there until the city managed to get an ordinance together. He asked if someone had a right to continue with a short-term rental that was already started prior to having an ordinance.

Director Poehlman responded there would not be and gave some examples the Council could implement once an Ordinance was finalized. She indicated staff was very close to being done with parking and if were set aside, they would need to start over with the discussions. She noted staff was also working on other Ordinances, such as cannabis which was unmovable. She indicated if things had to be moved, the only options were zoning and parking.

Council Member Whalen stated short-term rentals seemed less important to him than the two projects that would be delayed. Director Poehlman indicated she understood this was a high priority for the Council Members and certain community members and she believed it would be possible to fit this in for 2025.

Council Member Christensen believed there needed to be a better way of approaching the ownership of short-term rentals and asked how many the city currently had. Director Poehlman responded there were approximately 50 rentals, but staff were still collecting information on this.

Council Member Hayford Oleary stated he supported staff's recommendation and timing.

Mayor Supple believed they needed to do something on the short-term rental side, but it sounded like it was Council's consensus to wait on this until 2025. She indicated her higher priority was the short-term rental ban.

Council Member Trautman stated he would support staff's priorities, but he did believe responding to residents' concerns was important as did Mayor Supple

City Manager Rodriguez summarized that short-term rentals were a priority, but it was okay for staff to do this in 2025. She requested clarification on institutional ownership.

Council Member Trautman recommended making that part of their legislative priorities in the coming year. Council Member Hayford Oleary stated he did not want to see this to into the Legislative platform as they had meetings for that.

City Manager Rodriguez understood the plan was to tackle short-term rentals in 2025 and track institutional ownership as part of the Legislature with discussions about it as part of the Legislative platform.



There was a brief discussion on possible changes to the policy proposal process and City Manager Rodriguez proposed sending some possible changes for consideration before the 2025 quarterly meetings.

<b>ADJOURNMENT</b>
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Mayor Supple adjourned the work session at 6:35 p.m.

Date Approved: May 14, 2024

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Mary B. Supple  
Mayor

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Kelly Wynn  
Administrative Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

## Richfield, Minnesota

### Regular Council Meeting

**April 23, 2024**

#### CALL TO ORDER

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

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

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Sack Thongvanh, Assistant City Manager; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Karl Huemiller, Recreation Services Director; and Chris Swanson, Management Analyst

#### 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](mailto:kwynn@richfieldmn.gov)

Kathleen Balaban, Richfield resident, expressed concern that the City Manager would top out the pay scale within five years and questioned what would happen after that. She believed the city was overpaying on the pay scale. She agreed this needed to be done but wanted it to be done correctly by changing the staff titles before the Compensation Plan was finalized.

#### APPROVAL OF MINUTES

M/Whalen, S/Trautmann to approve the minutes of the: (1) City Council Work Session of April 9, 2024; (2) Regular City Council Meeting of April 9, 2024.

Motion carried: 5-0

#### ITEM #1

#### APPROVAL OF THE AGENDA

M/Hayford Oleary, S/Whalen to approve the Agenda.

Motion carried: 5-0

ITEM #2	PROCLAMATION TO RECOGNIZE ARBOR DAY 2024
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Mayor Supple read aloud the proclamation.

ITEM #3	PROCLAMATION CELEBRATING MARTIN “MARTY” KIRSCH FOR HIS EXEMPLARY SERVICE AND UNWAVERING COMMITMENT TO RICHFIELD
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Mayor Supple invited Martin “Marty” Kirsch and read the proclamation.

Mr. Kirsch thanked everyone for the honor.

Mr. Bob Donley shared how his family met Mr. Kirsch and how he was always a gentleman and proud of his statute in Richfield. He was blessed to have known Mr. Kirsch and glad he was being recognized for his contributions by the City of Richfield.

Mayor Supple read comments received by Pastor Krause, Sidney Rehwaldt, Susan Moss, and Reverend Mark Johnson congratulating Mr. Kirsch and thanking him for his work on behalf of the city as well as Mount Calvary Lutheran Church.

Council Member Hayford Oleary thanked Mr. Kirsch for his work and leadership on the Transportation Committee and it was an honor for him to continue the work that Mr. Kirsch had started.

Council Member Trautmann thanked Mr. Kirsch and lifted up the many conversations he had with him over the years. He believed Mr. Kirsch not only loved the City of Richfield, but also the citizens. He thanked Mr. Kirsch for his leadership.

Council Member Whalen thanked Mr. Kirsch for his service and commitment to the community and for all of his work on the various committees as well as his work on the Council over the years.

City Manager Rodriguez thanked Mr. Kirsch for his service to the City of Richfield, and stated staff appreciated everything he had done over the years.

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

- A. Consider Richfield Fire Department Membership with the Hennepin County Fire Chief’s Association (Staff Report No. 56)

**RESOLUTION NO. 12199**

**RESOLUTION APPROVING MEMBERSHIP IN THE HENNEPIN COUNTY FIRE CHIEFS ASSOCIATION, INC.**

- B. Consider a resolution authorizing staff to submit an application for an equipment voucher rebate via the Energy Efficiency Conservation Block Grant (EECBG) Program and authorize staff to execute an agreement if the project is approved by the Department of Energy (DOE). (Staff Report No. 57)

**RESOLUTION NO. 12200**

**RESOLUTION AUTHORIZING STAFF TO SUBMIT AN APPLICATION FOR AN EQUIPMENT VOUCHER REBATE VIA THE ENERGY EFFICIENCY CONSERVATION BLOCK GRANT (EECBG) PROGRAM AND AUTHORIZE STAFF TO EXECUTE AN AGREEMENT IF THE PROJECT IS APPROVED BY THE DEPARTMENT OF ENERGY (DOE)**

- C. Consider a resolution authorizing the execution of an agreement with the Federal Department of Housing and Urban Development (HUD) for an Economic Development Initiative-Community Project Funding Grant in the amount of \$3,000,000 to assist with funding of the Wood Lake Nature Center Building Project (Staff Report No. 58)

**RESOLUTION NO. 12201**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR AN ECONOMIC DEVELOPMENT INITIATIVE-COMMUNITY PROJECT FUNDING GRANT IN THE AMOUNT OF \$3,000,000 TO ASSIST WITH FUNDING OF THE WOOD LAKE NATURE CENTER BUILDING PROJECT**

- D. Consider the approval of a resolution of support for a Community Project Funding (CPF) grant application for design plan development for the replacement of the 73<sup>rd</sup> Street Pedestrian Bridge over I-35W (Staff Report No. 59)

**RESOLUTION NO. 12202**

**RESOLUTION OF SUPPORT FOR A COMMUNITY PROJECT FUNDING (CPF) GRANT APPLICATION FOR DESIGN PLAN DEVELOPMENT FOR THE REPLACEMENT OF THE 73<sup>RD</sup> STREET PEDESTRIAN BRIDGE OVER I-35W**

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

Council Member Whalen highlighted and thanked the staff for their continued work toward the Climate Action Plan. He also thanked staff for continuing to find ways to fund the pedestrian bridge.

Council Member Trautmann thanked staff, along with Ilhan Omar, and the Senators who worked hard on the \$3 million the City was able to secure for the Wood Lake Nature Center.

Motion carried: 5-0

<b>ITEM #5</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
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None.

ITEM #6	<b>CONSIDER APPROVAL OF THE SECOND READING OF AN ORDINANCE AMENDING SECTION 925 RELATING TO THE ABATEMENT OF PUBLIC HEALTH NUISANCES AND ASSESSMENT OF ABATEMENT COSTS TO PROPERTY (STAFF REPORT NO. 60)</b>
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Council Member Trautmann presented Staff Report 60.

M/Trautmann, S/Christensen to approve an Ordinance amending section 925 of the Richfield Code of Ordinances relating to the abatement of nuisances and assessment of abatement costs to property and approve the Resolution approving summary publication of an Ordinance amending Chapter 9 of the City Code.

**BILL NO. 2024-05**

**AN ORDINANCE AMENDING SECTION 925 OF THE RICHFIELD CODE OF ORDINANCES RELATING TO THE ABATEMENT OF NUISANCES AND ASSESSMENT OF ABATEMENT COSTS TO PROPERTY**

**RESOLUTION NO. 12203**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING CHAPTER 9 OF THE CITY CODE**

Council Member Whalen thanked staff for their work and noted there had been a 70 percent increase in cases.

Manager Anderson noted the significant increase in cases was what pushed this forward. She indicated with this amendment to the Ordinance, it would hold the process to a stricter standard.

Mayor Supple appreciated the clarity and resources as she knew this was an ongoing problem. She thanked staff for addressing the problem.

Council Member Trautmann questioned Subsection Seven and asked if this was too broad and asked if this would allow the city to enter people's homes where they would not normally have the right to enter them. He indicated he was concerned about this. City Attorney Tietjen responded that this language came directly from State Statute and had been incorporated into the Ordinance.

Police Chief Henthorne stated this was State Statute and they have had issues in the past with people interfering with the city's ability to abate unsanitary conditions.

Manager Anderson noted it was rare if someone did not initially let the city in, but in the rare instances where this did occur, this clause would be helpful. Council Member Trautmann believed the language would be helpful, but questioned if it would be too broad and left the door open to cases they did not anticipate.

Council Member Whalen stated he read this as not having a blanket permission to access a property.

City Attorney Tietjen stated she agreed with Council Member Whalen's comment and stated the city did not enter a property unless there was consent from the property owner and in the rare instance when there was not consent, the city would go to the Court for permission to enter the property before any work was done.

Council Member Hayford Oleary asked why the city repeats the language in the State Statute. City Attorney Tietjen responded that the reason was primarily to give information to people reading the Ordinance rather than them having to try and locate the State Statute.

Council Member Hayford Oleary noted if the State Statute was changed, would the city's Ordinance supersede the State Statute, or if the city would have to follow the revised Statute. City Attorney Tietjen responded that the Ordinance would need to be amended if that occurred.

Council Member Trautman stated he appreciated Council Member Whalen's comments, but he was still uncomfortable with the language being in the Ordinance. He believed the State law was not a good law and he did not want it repeated in the City's Ordinance. He noted if the law was amended at the State, it would still be in effect in the city unless the city amended the Ordinance. He indicated he did not want to approve something he considered overly broad.

Mayor Supple called the question.

Motion carried: 5-1 (Council Member Trautmann)

<b>ITEM #7</b>	<b>IMPLEMENT THE COMPENSATION AND CLASSIFICATION STUDY FINDINGS AND APPROVE RECOMMENDED GENERAL AND SPECIFALIZED PAY GRADES AND PAY PLANS. (STAFF REPORT NO. 61)</b>
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Council Member Whalen presented Staff Report 61.

Manager Thongvanh thanked the Council for the opportunity to work on this project, to staff for filing out their questionnaires for their positions, to the committee for their work on this, and to Manager Haefner for her work and dedication to this project. She indicated this would now the City to be competitive in the market.

M/Whalen, S/Hayford Oleary to approve a Resolution relating to the revised 2024 General Pay Plan

#### **RESOLUTION NO. 12204**

#### **RESOLUTION RELATING TO THE REVISED 2024 GENERAL PAY PLAN**

Council Member Hayford Oleary acknowledged this was a big expense and difficult to handle, but he believed it was needed to keep the city competitive with other cities and was money well spent on staff who did a great job.

Council Member Whalen agreed with Council Member Hayford Oleary's comments. He believed the city staff was the best and most important investment. He acknowledged this was a big jump for the Council as it had not been done in decades and he encouraged future Councils to look at this on a regular basis. He noted some of the numbers were still estimates due to some staff being in union positions and they would have better numbers when the budget was discussed. He felt confident they were moving in the right direction and were paying staff what they deserved for good work. He thanked the staff for all of their work on this.

Council Member Trautmann noted just as the city wanted to invest in roads and infrastructure, they needed to invest in the city's staff also to remain competitive. He believed this was worth investing in.

Mayor Supple believed it was very important to remain competitive with the surrounding communities to have the very best staff for the city. She indicated there was a cost if the city had constant turnover.

Motion carried: 5-0

<b>ITEM #8</b>	<b>CITY MANAGER'S REPORT</b>
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City Manager Rodriguez shared information regarding comments made at the previous Open Forum, one of which was the size of the proposed Wood Lake Nature Center. She noted staff and Council Member Trautmann had met with that person and staff followed up with her also to address her concerns. She stated the predesign did not include a fitness center, but it would include a flexible meeting space, and the design would incorporate the community feedback.

City Manager Rodriguez presented and updated on Mr. Ernster's concern about voting on a salary proposal at the last meeting. She noted the agenda item had been approved and was limited to just the Council Member salaries for 2025 and 2026.

City Manager Rodriguez recognized Mr. Swanson as this was his last meeting with the city. She thanked him for all of his work.

Mayor Supple thanked Mr. Swanson and wished him well in his new adventures.

Council Member Whalen thanked Mr. Swanson. He appreciated Mr. Swanson's quality work and contributions to the city.

Council Member Christensen thanked Mr. Swanson for helping her as the newest Council Member in navigating the city's meetings, emails, policies, and procedures as well as bringing her up to speed on different things. She congratulated Mr. Swanson on his new position and wished him the best.

Council Member Trautman thanked Mr. Swanson for his leadership and being in a lot of key roles with the city.

Council Member Hayford O'Leary thanked Mr. Swanson for being a team player and he was grateful for everything he had done for the city.

<b>ITEM #9</b>	<b>CLAIMS AND PAYROLL</b>
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M/Trautmann, S/Whalen that the following claims and payrolls be approved:

<b><u>U.S. BANK</u></b>	<b><u>04/19/2024</u></b>
A/P Checks: 327834 - 328117	\$1,214,843.49
Payroll: 186785 – 187096 43908 - 43911	<u>\$918,673.10</u>
<b>TOTAL</b>	<b>\$2,133,516.59</b>

Motion carried: 5-0

<b>ITEM #10</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Hayford Oleary noted a bike ride had recently been held for the American Planning Association National Conference where a loop was done around Richfield. He thanked the staff members and others who helped set up the ride, obtain bikes from the Richfield Public Schools Community Bike Fleet, lead the ride, and who spoke at a couple of the stops.

Council Member Christensen gave hats off to the author event at the Richfield Historical Society. She gave hats off to Earth Day and the event at the Wood Lake Nature Center.

Council Member Whalen stated between this meeting and next meeting the farmers market would be starting.

Mayor Supple stated the Richfield Historical Society was holding an event on May 4 from noon to 4 p.m. at the Bartholomew House on 6901 Lyndale Avenue South to help preserve Richfield history. She noted the US Attorney's Office and the Drug Enforcement Administration was having a fentanyl awareness and prevention summit in recognition of Crime Victim's Week on April 24 from 1 to 4:30 p.m. at the Southdale Library. She stated this event was open to the public, but reservations were required as space was limited. She also thanked everyone who helped clean up Veteran's Park.

<b>ITEM #18</b>	<b>ADJOURNMENT</b>
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M/Whalen, S/Trautmann to adjourn the meeting at 8:05 p.m.

Motion carried: 5-0

Date Approved: May 14, 2024

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Mary B. Supple  
Mayor

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Kelly Wynn  
Administrative Assistant

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Katie Rodriguez  
City Manager





## **Proclamation of the City of Richfield**

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

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

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

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

**WHEREAS**, at least 6.1% of the population in Richfield is of Asian or Pacific Islander origin, according to 2023 estimates by the U.S. Census Bureau; and

**WHEREAS**, Asian and Pacific Americans have been subjected to discriminatory treatment throughout their time in the United States, including the illegal and immoral internment of Japanese-Americans during World War II, the systematic housing discrimination in Richfield as a result of racial covenants, and recent irrational blame for COVID-19; and

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

**WHEREAS**, the Richfield Human Rights Commission supported a proclamation celebrating Asian and Pacific American Heritage Month at its April 2024 meeting; and

**Now, THEREFORE, I, Mary Supple, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of May as Asian and Pacific American Heritage Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Asian and Pacific Americans throughout the year.**

**PROCLAIMED** this 14th day of May, 2024.

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Mary B. Supple, Mayor



## **Proclamation of the City of Richfield**

**WHEREAS**, the people of this community wish to join with the entire nation in recognizing the valor, bravery and dedication to duty of our law enforcement officers; and,

**WHEREAS**, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week, and declared that all flags of the United States be flown at half-staff on that date; and,

**WHEREAS**, 282 new names will be added to the National Monument in 2024; and,

**WHEREAS**, this City of Richfield recognizes that our own law enforcement officers, who day after day, hour by hour, serve, not only as law enforcement agents of this City to protect life and property, but are indeed Friend, Neighbor and Guardian.

**NOW, THEREFORE, I, MARY SUPPLE, Mayor of the City of Richfield, do hereby proclaim:**

**May 13-17, 2024 as NATIONAL POLICE WEEK and  
May 15, 2024 as PEACE OFFICERS' MEMORIAL DAY  
IN THE CITY OF RICHFIELD**

And call upon every citizen to honor and memorialize those law enforcement officers in this country and city who have lost their lives in the defense of our homes, families or property, and to join with our law enforcement officers in acknowledging our thanks for their service, valor and dedication to duty and our pledge of continued support for their unending war on crime and promotion of safety through enforcement in the year ahead.

**PROCLAIMED** the 14th day of May, 2024.

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Mary B. Supple, Mayor



**STAFF REPORT NO. 62**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
 DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Supervisor  
 Jay Henthorne, Director of Public Safety/Chief of Police  
 5/3/2024

OTHER DEPARTMENT REVIEW:  
 CITYMANAGER REVIEW:

N/A  
 Katie Rodriguez, City Manager  
 5/7/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their annual Holy Angels Rock the Lawn event taking place Friday, June 14, 2024.**

**EXECUTIVE SUMMARY:**

On April 12, 2024, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their annual Holy Angels Rock the Lawn event taking place Friday, June 14, 2024. They will serve beer and wine from 5:30 p.m. to 11:00 p.m. No other intoxicating liquor beverages will be permitted.

They will be having food trucks providing food for the event. The Academy of Holy Angels has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

**RECOMMENDED ACTION:**

**By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their Holy Angels Rock the Lawn event taking place Friday, June 14, 2024.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The applicant has satisfied the following requirements for the issuance of this license:

- The required licensing fee has been paid.
- Proof of liquor liability insurance has been provided showing West Bend Mutual affording the coverage.
- Along with the application they included a diagram of where the alcohol will be served and consumed as well as how ID's will be checked and how they will be monitoring sales and consumption.
- They have contracted with the City of Richfield Police to provide security for the event.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

None

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as

well as the provisions of Minnesota Statute Chapter 340A.

D. **CRITICAL TIMING ISSUES:**

There are no critical timing issues.

E. **FINANCIAL IMPACT:**

The required licensing fees have been received.

F. **LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The Council could deny the approval of the Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels. This would mean the applicant would not be able to serve wine or strong beer; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Academy of Holy Angels staff has been notified of the date of this meeting.



**STAFF REPORT NO. 63**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
DEPARTMENT DIRECTOR REVIEW:

Celeste McDermott, Housing Specialist  
Julie Urban, Acting Community Development Director  
5/8/2024

OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
5/8/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution authorizing West Hennepin Affordable Land Housing Trust, dba Homes Within Reach, to utilize funding from Hennepin County Housing and Redevelopment Authority's Homeownership Assistance Program in Richfield.**

**EXECUTIVE SUMMARY:**

The Housing and Redevelopment Authority's (HRA) New Home Program (Program) provides affordable homeownership opportunities in the community. As part of the Program, the HRA works with the West Hennepin Affordable Land Housing Trust (WHAHLT), dba Homes Within Reach (HWR), to purchase and rehabilitate homes to be sold to income-qualifying households. WHAHLT is a Community Land Trust that allows moderate-income buyers to achieve affordable homeownership by holding ownership of the land, and reducing the burden of down payment and large mortgage payments on the homeowner. The model ensures ongoing affordability throughout the lifetime of the property and with multiple owners.

WHAHLT has received funding from Hennepin County Housing and Redevelopment Authority's Homeownership Assistance Program. One of the requirements of this funding is a City Council resolution authorizing WHAHLT to use these funds in Richfield. These funds will be used to provide affordable homeownership opportunities in communities throughout suburban Hennepin County, including Richfield. The funding is provided directly to WHAHLT, and it is their responsibility to administer throughout the 30-year forgivable term.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution authorizing West Hennepin Affordable Land Housing Trust, dba Homes Within Reach, to utilize funding from Hennepin County Housing and Redevelopment Authority's Homeownership Assistance Program in Richfield.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Since 2002, WHAHLT has successfully purchased, rehabilitated and sold 12 homes and constructed three new homes in Richfield. WHAHLT's work is typically funded by multiple sources including the Richfield HRA, Minnesota Housing, and Hennepin County.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

- The New Home Program furthers equity goals by providing a path to affordable home ownership for low-income households.
- The New Home Program supports the 2023-2027 Strategic Plan outcome of maintaining Richfield as an affordable place to live.

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

- Purchasing and rehabilitating homes to provide affordable housing carries out the policies of the City's Comprehensive Plan, including: support the rehabilitation and upgrading of the existing housing stock; promote the development, management and maintenance of affordable housing in the City through assistance programs, alternative funding sources, and the creation of partnerships whose mission is to promote low to moderate income housing.

**D. CRITICAL TIMING ISSUES:**

- A resolution must be passed before WHAHLT can utilize funding from Hennepin County Housing and Redevelopment Authority's Homeownership Assistance Program in Richfield.

**E. FINANCIAL IMPACT:**

- The funding from Hennepin County Housing and Redevelopment Authority's Homeownership Assistance Program will go directly to WHAHLT and will be their responsibility to administer.

**F. LEGAL CONSIDERATION:**

- The resolution states that Richfield is not responsible for any of the funding obligations.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve a resolution authorizing West Hennepin Affordable Land Housing Trust to utilize funding from Hennepin County Housing and Redevelopment Authority's Homeownership Assistance Program in Richfield.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

NA

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION APPROVING THE PARTICIPATION OF THE HENNEPIN COUNTY  
HOUSING AND REDEVELOPMENT AUTHORITY IN AN AFFORDABLE HOUSING  
PROJECT**

**WHEREAS**, the Hennepin County Housing and Redevelopment Authority (HCHRA) has approved the use Homeownership Assistance Program loan for West Hennepin Affordable Housing Land Trust (WHAHLT), dba Homes Within Reach. contingent upon the Richfield City Council's consent to the HCHRA's participation in the project.

**WHEREAS**, the purchase of one of more homes to be acquired for the WHAHLT program, of which one or more properties may be located within the city of Richfield and the rest within suburban Hennepin County, will preserve the supply of affordable housing in the city by providing long-term affordability.

**WHEREAS**, AHIF from the HCHRA will complete the financing required for the project to go forward.

**BE IT RESOLVED** that the participation of the Hennepin County Housing and Redevelopment Authority in the project for the limited purpose of providing financial support to the project is hereby approved.

**BE IT FURTHER RESOLVED** that nothing in this resolution shall create a pecuniary obligation of the City to assist the project, nor shall the City be in any way responsible for any financing obligation or agreement of the HCHRA with respect to its provision of financial assistance to the project.

**BE IT FURTHER RESOLVED** that nothing in this resolution is intended to endorse the merits of the Projects to be undertaken.

**ADOPTED** by the City Council of the City of Richfield this 14th day of May, 2024.

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Mayor

**ATTEST:**

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Interim City Clerk



**STAFF REPORT NO. 64**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager  
Jay Henthorne, Director of Public Safety/Chief of Police  
5/3/2024

OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
5/7/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a Temporary On Sale Intoxicating Liquor license for their annual wrestling event scheduled to take place June 15, 2024, at Fred Babcock VFW #5555, located at 6715 Lakeshore Dr.**

**EXECUTIVE SUMMARY:**

On April 16, 2024, the City received application materials for a Temporary On Sale Intoxicating Liquor license for their annual wrestling event scheduled to take place June 15, 2024, at Fred Babcock VFW #5555, located at 6715 Lakeshore Dr.

This is for a wrestling event. The VFW plans to set up in the parking lot. Food and refreshments, including alcohol, will be sold at the event. Their request is to serve alcohol from 2:00 p.m. to 8:00 p.m.

The Director of Public Safety has reviewed and approved the license application and sees no reason it should be denied.

All required information has been provided and all licensing fees have been received.

**RECOMMENDED ACTION:**

**By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for their annual wrestling event scheduled to take place June 15, 2024, at Fred Babcock VFW #5555, located at 6715 Lakeshore Dr.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The applicant has satisfied the following requirements for the issuance of this license:

- The required licensing fee has been paid.
- Proof of liquor liability insurance has been submitted showing Integrity Mutual Insurance Company affording coverage (parking lot included).
- The applicant has contacted sanitarians from the City of Bloomington to ensure proper food handling practices are followed.
- Employees of the VFW will be providing security and will patrol the area for this event.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as



well as the provisions of Minnesota Statue Chapter 340A.

D. **CRITICAL TIMING ISSUES:**

The sale of intoxicating liquor in the parking lot must cease no later than 8:00 p.m. on June 15, 2024.

E. **FINANCIAL IMPACT:**

The required licensing fees have been received.

F. **LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The Council could deny the requested license; however, that would mean the applicant would not be able to serve alcohol outside to the public during the June 15th event.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Representative of VFW.



**STAFF REPORT NO. 65**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager  
Jay Henthorne, Director of Public Safety/Chief of Police  
5/3/2024

OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
5/7/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee for events scheduled at Veterans Memorial Park, July 3 - 4, 2024.**

**EXECUTIVE SUMMARY:**

On March 28, 2024, the City received applications for a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee. The events are scheduled to take place at Veterans Memorial Park, July 3 - 4, 2024. The fee for the Temporary On-Sale Intoxicating Liquor license has been received, along with all required documentation, including liquor liability insurance.

The Director of Public Safety has reviewed and approved the license application and sees no reason for it to be denied.

The street dance is held on July 3, 2024, from 3:00 p.m. to 11:00 p.m. Alcohol will be served from 3:00 p.m. to 11:00 p.m. On July 4, 2024, alcohol will be served from 3:00 p.m. to 10:00 p.m. On both days, alcohol will be served in an enclosed fenced-in area with monitored entrance points. Only wine and strong beer will be served. Public Safety police officers have been hired by the Fourth of July Committee to patrol the area for these events.

Food vendors will be available both days and the appropriate food handling and sanitation procedures will be followed.

**RECOMMENDED ACTION:**

**By Motion: Approve the request for a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee for events scheduled at Veterans Memorial Park, July 3 - 4, 2024.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The applicant has satisfied the following requirements for issuance of these licenses:

- Applications and required licensing fees for the Temporary On-Sale Intoxicating Liquor and Multi-Food Vendor licenses have been received.
- Proof of liquor liability insurance has been submitted showing West Bend Mutual Insurance Company affording the coverage.
- A detailed plan of the days' events is currently on file.
- The applicant, as well as each professional concession, has contacted food sanitarians from the City of

Bloomington to ensure proper food handling practices are followed.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

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

**D. CRITICAL TIMING ISSUES:**

The Temporary On-Sale Intoxicating Liquor license, allowing for the sale of wine and strong beer only, is valid for the street dance on July 3, 2024, from 3:00 p.m. to 11:00 p.m. and in the beer garden on July 4, 2024, from 3:00 p.m. to 10:00 p.m.

**E. FINANCIAL IMPACT:**

The Temporary On-Sale Intoxicating Liquor and Multi-Food Vendor license fees have been received.

**F. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The Council could deny the Temporary On-Sale Intoxicating Liquor licenses. This would result in the applicant not being able to conduct activities, especially those concerning food preparation and alcohol sales.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Tina Prchal, Vice President of the Fourth of July Committee, has been notified of the date for Council consideration of this request.



**STAFF REPORT NO. 66**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
 DEPARTMENT DIRECTOR REVIEW:

Jay Henthorne, Director of Public Safety/Chief of Police  
 Jay Henthorne, Director of Public Safety/Chief of Police  
 5/3/2024

OTHER DEPARTMENT REVIEW:  
 CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
 5/7/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval to renew the contract with the MN Internet Crimes Against Children (ICAC) through May 31, 2024 to receive federal grant funding for Public Safety/Police.**

**EXECUTIVE SUMMARY:**

The ICAC Program is a national network of 61 coordinated task forces representing over 5,400 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions.

The ICAC Program was developed in response to the increasing number of children and teenagers using the Internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims. Because ICAC Members understand that arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the ICAC Program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity. The Program is funded by the United States Department of Justice, Office of Juvenile Justice and Delinquent Prevention. The grant is administered by the Office of Justice Program's (OJP) Grants Management System. Member agencies submit their equipment and/or training requests to this system.

**RECOMMENDED ACTION:**

**By Motion: Approve the contract for 2024-2029 for the attached contract between the City of Richfield and MN Internet Crimes Against Children (ICAC) Task Force to receive training and equipment for Public Safety/Police.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Richfield Police Department has participated in this program since May 31, 2013.
- The length of this grant is five years.
- Each member agency will receive training and/or equipment based on their needs.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

- Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.
- Minnesota Statute 465.03 requires that every acceptance of a grant be made by resolution of more than two thirds majority of the City Council.

- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

**D. CRITICAL TIMING ISSUES:**

This agreement becomes effective on the date signed by all required signatures under Minn. Stat. § 16C.05, subdivision 2, and shall remain effective through May 31, 2029.

**E. FINANCIAL IMPACT:**

**F. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

Council could disapprove of signing the contract preventing membership in the MN ICAC Task Force and making the training and/or equipment unavailable to the Department of Public Safety/Police Department.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	Agreement	Contract/Agreement

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

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF RICHFIELD ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)**

WHEREAS, the City of Richfield on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Richfield on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, Jay Henthorne, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Mary Supple, the Mayor for the City of Richfield, and Kelly Wynn, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 14 day of May, 2024.

CITY OF RICHFIELD

\_\_\_\_\_  
By: Mary Supple  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Kelly Wynn  
Its City Clerk



# STATE OF MINNESOTA

## JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "City of Richfield on behalf of its Police Department at 6700 Portland Ave Richfield, MN 55423" ("Governmental Unit").

### Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

### Agreement

#### 1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

#### 2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

#### 3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2 Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

- 3.6 Investigators must be licensed Minnesota peace officers.
- 3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

#### 4. Responsibilities of the Governmental Unit and the BCA

##### 4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.5 Not commingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

##### 4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
- 4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

#### 5. Payment

- 5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

#### 6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC  
Address: Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Street East Saint Paul, MN 55106  
Telephone: 651-793-7000  
E-mail Address: [bobbijo.pazdernik@state.mn.us](mailto:bobbijo.pazdernik@state.mn.us)

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

Name: Jay Henthorne, Chief of Police  
Address: Richfield Police Department  
6700 Portland Ave Richfield, MN 55423  
Telephone: 612-861-9828  
Email Address: [jhenthorne@richfieldmn.gov](mailto:jhenthorne@richfieldmn.gov)

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.



**7. Assignment, Amendments, Waiver, and Agreement Complete**

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 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.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability**

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

**9. Audits**

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

**10. Government Data Practices**

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**11. Venue**

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

**12. Expiration and Termination**

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

### 13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT PO Number: 3000085301

**2. GOVERNMENTAL UNIT**

*Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.*

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION**

By: \_\_\_\_\_  
(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

*As delegated to the Office of State Procurement*

By: \_\_\_\_\_

Date: \_\_\_\_\_



**STAFF REPORT NO. 67**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
 DEPARTMENT DIRECTOR REVIEW:

Jake Whipple, Civil Engineer  
 Kristin Asher, Public Works Director  
 5/7/2024

OTHER DEPARTMENT REVIEW:  
 CITY MANAGER REVIEW:

Katie Rodriguez, City Manager  
 5/7/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of the bid tabulation and authorize the Mayor and City Manager to execute a contract with Valley Paving, Inc., for the 66th Street and Richfield Parkway Improvements Project in the amount of \$279,628, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**

**EXECUTIVE SUMMARY:**

The City has received funding from MNDOT's Active Transportation Program to construct ADA-compliant pedestrian ramps and install Rectangular Rapid Flashing Beacons (RRFBs) at the 66th Street and Richfield Parkway roundabout in Hennepin County right-of-way. The RRFB system is intended to improve safety for pedestrians in crossing the multi-lane roundabout, including those using the north-south Nokomis-Minnesota River Regional Trail, which passes through the intersection.

**RECOMMENDED ACTION:**

**By Motion:**

- **Approve the bid tabulation and authorize the Mayor and City Manager to execute a contract with Valley Paving, Inc., for the 66th Street and Richfield Parkway Improvements Project in the amount of \$279,628; and**
- **Authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

See executive summary.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**Equity:** Executing an agreement like this is standard city business. This improvement project advances equity by creating improved non-motorized routes that help promote active transportation and provide alternative forms of transportation for pedestrians. The ADA improvements promote safe walkways and crossings to accommodate pedestrians with disabilities.

**Strategic Plan:** Authorizing this agreement will drive progress towards sustainable infrastructure financing and climate resilience by leveraging availability of state-funded grant programs to improve active transportation infrastructure within the city.

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

- Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder.
- This project is identified in the City's Pedestrian Master Plan.

**D. CRITICAL TIMING ISSUES:**

- Public Works staff is in communications with the prospective contractor about the project schedule.
- Award of the contract at the May 14, 2024 City Council meeting will allow the contractor to begin ordering construction materials and will ensure project completion by the end of Fall 2024.
- The construction contract cannot be executed until the grant award agreement with State Aid is finalized. The grant award agreement is a separate item for City Council approval at this meeting.
- Once the grant award agreement is finalized, staff will request that the City Manager and Mayor execute the construction contract.

**E. FINANCIAL IMPACT:**

- Four bids were opened and read aloud at the bid opening on January 12, 2024, ranging from \$279,628 to \$339,678.
- The engineer's estimate for the project was \$335,168.
- Grant funding will cover \$235,950 of construction costs. The City will be responsible for any of the costs over that amount; these costs will be paid using Municipal State Aid Funds.

**F. LEGAL CONSIDERATION:**

- The bid opening held on April 18, 2024 was in accordance with legal requirements.
- The ad for bid was published on April 4, 2024 in the Sun Current.
- The City Attorney will review the final construction contract prior to execution by the Mayor and City Manager.

**ALTERNATIVE RECOMMENDATION(S):**

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
▢ Bid Tab	Backup Material
▢ Bid minutes	Backup Material
▢ Sources and Uses Summary	Backup Material



**BID TABULATION**  
**66<sup>th</sup> St & Richfield Pkwy RRFB & ADA Improvements**  
S.A.P. 157-590-001  
City of Richfield  
Richfield, MN  
OT1.131462

**Bid Taken:** 4/18/2024

**Time:** 10:00 a.m.

**Addendums:** None

	<b>BIDDERS</b>	<b>TOTAL AMOUNT BID</b>
1.	Valley Paving, Inc.	\$279,628.00
2.	New Look Contracting, Inc.	\$324,506.00
3.	JL Theis, Inc.	\$337,769.12
4.	Urban Companies	\$339,678.00

**ENGINEER'S ESTIMATE - 100%**

66TH ST &amp; RICHFIELD PKWY RRFB AND ADA IMPROVEMENTS

SAP 157-590-001

CITY OF RICHFIELD, MN

BMI PROJECT NO. OT4.131462

**BOLTON  
& MENK**

Real People. Real Solutions.

Date: 1/24/2024

Item No.	MnDOT Spec No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
<b>BASE BID</b>						
1	2021.501	MOBILIZATION	1	LUMP SUM	\$15,000.00	\$15,000.00
2	2101.502	CLEARING	6	EACH	\$333.33	\$2,000.00
3	2101.502	GRUBBING	6	EACH	\$333.33	\$2,000.00
4	2102.518	PAVEMENT MARKING REMOVAL	600	SQ FT	\$2.50	\$1,500.00
5	2104.502	REMOVE SIGN	5	EACH	\$100.00	\$500.00
6	2104.502	REMOVE SIGN PANEL	11	EACH	\$100.00	\$1,100.00
7	2104.503	REMOVE CURB & GUTTER	440	LIN FT	\$3.50	\$1,540.00
8	2104.518	REMOVE CONCRETE WALK	2770	SQ FT	\$1.40	\$3,878.00
9	2104.518	REMOVE BITUMINOUS WALK	200	SQ FT	\$1.50	\$300.00
10	2104.518	REMOVE AND REPLACE BITUMINOUS PAVEMENT	640	SQ FT	\$18.00	\$11,520.00
11	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	5	HOURL	\$200.00	\$1,000.00
12	2506.602	REPAIR DRAINAGE STRUCTURE	1	EACH	\$500.00	\$500.00
13	2521.618	6" CONCRETE WALK	3220	SQ FT	\$18.50	\$59,570.00
14	2521.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	152	EACH	\$15.00	\$2,280.00
15	2531.503	CONCRETE CURB DESIGN SPECIAL	100	LIN FT	\$30.00	\$3,000.00
16	2531.603	CONCRETE CURB AND GUTTER DESIGN B624	285	LIN FT	\$28.00	\$7,980.00
17	2531.618	TRUNCATED DOMES	200	SQ FT	\$70.00	\$14,000.00
18	2545.602	ADJUST HANDHOLE	6	EACH	\$200.00	\$1,200.00
19	2563.601	TRAFFIC CONTROL SUPERVISOR	1	LUMP SUM	\$7,500.00	\$7,500.00
20	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$15,000.00	\$15,000.00
21	2563.601	ALTERNATE PEDESTRIAN ROUTE	1	LUMP SUM	\$7,500.00	\$7,500.00
22	2564.602	INSTALL SIGN PANEL SPECIAL	8	EACH	\$50.00	\$400.00
23	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	4	SYSTEM	\$40,000.00	\$160,000.00
24	2573.502	STORM DRAIN INLET PROTECTION	18	EACH	\$250.00	\$4,500.00
25	2575.618	SITE RESTORATION	1000	SQ FT	\$2.00	\$2,000.00
26	2582.503	4" SOLID LINE MULTI COMP GR IN	125	LIN FT	\$2.00	\$250.00
27	2582.503	24" SOLID LINE MULTI COMP GR IN	6	LIN FT	\$25.00	\$150.00
28	2582.518	CROSSWALK PREF THERMO GR IN (ESR)	600	SQ FT	\$15.00	\$9,000.00

**ESTIMATED TOTAL: \$335,168.00**

## CITY OF RICHFIELD, MINNESOTA

Bid Opening  
April 18, 2024  
10:00 a.m.

66th St & Richfield Pkwy RRFB & ADA Improvements  
Bid No. 24-02

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Dustin Leslie who announced that the purpose of the meeting was to receive; open and read aloud bids for the 66th St & Richfield Pkwy RRFB & ADA Improvements project, as advertised in the official newspaper on April 4, 2024.

Present: Dustin Leslie, City Clerk  
Kelly Wynn, Executive Department  
Jake Whipple, Civil Engineer  
Matt Hardegger, Transportation Engineer  
Scott Kulzer, Administrative Aide/Analyst  
Cathryn DeBaker, Bolton & Menk Consultant

The following bids were submitted and read aloud:

Bidder's Name	Bond	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Bid
Valley Paving, Inc	Yes	Yes	Yes	Yes	\$279,328.00
New Look Contracting, Inc.	Yes	Yes	Yes	Yes	\$324,506.00
JL Theis, Inc.	Yes	Yes	Yes	Yes	\$337,769.12
Urban Companies	Yes	Yes	Yes	Yes	\$339,678.00

The City Clerk announced that the bids would be tabulated and considered at the May 14, 2024, City Council Meeting.

  
Dustin Leslie, City Clerk



**BID TABULATION**  
**66<sup>th</sup> St & Richfield Pkwy RRFB & ADA Improvements**  
S.A.P. 157-590-001  
City of Richfield  
Richfield, MN  
OT1.131462

**Bid Taken:** 4/18/2024

**Time:** 10:00 a.m.

**Addendums:** None

	<b>BIDDERS</b>	<b>TOTAL AMOUNT BID</b>
1.	Valley Paving, Inc.	\$279,628.00
2.	New Look Contracting, Inc.	\$324,506.00
3.	JL Theis, Inc.	\$337,769.12
4.	Urban Companies	\$339,678.00



66th and Richfield Parkway Improvements  
Richfield Project No. 41082  
SAP Nos. 157-590-001

Sources and Uses Tracking

	Council Action
	Contract Award
<b>Planned Construction Year:</b>	2024
<b>Estimated Uses:</b>	
Design	\$58,479
Construction	\$279,628
Change Orders	\$0
Right of Way	\$0
Legal	\$1,000
Construction Admin/Engineering/Staff	\$10,000
Contingency	\$5,593
	2% Contingency
<b>Total Uses</b>	<b>\$354,700</b>
<b>Sources:</b>	
MNDOT Active Transportation Grant	\$235,950
Municipal State Aid	\$120,000
<b>Total Sources</b>	<b>\$355,950</b>
Difference	\$1,250

Notes

Low Risk  
Medium Risk  
High Risk



**STAFF REPORT NO. 68**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
DEPARTMENT DIRECTOR REVIEW:

Matt Hardegger, Transportation Engineer  
Kristin Asher, Public Works Director  
5/7/2024

OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
5/7/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a resolution authorizing execution of MnDOT Agreement #1056595 for the disbursement of state Active Transportation Program funds for the 66th Street and Richfield Parkway Pedestrian Improvements Project.**

**EXECUTIVE SUMMARY:**

The City has received funding from MnDOT's Active Transportation Program to construct ADA-compliant pedestrian ramps and install Rectangular Rapid Flashing Beacons (RRFBs) at the 66th Street and Richfield Parkway roundabout in Hennepin County right-of-way. The RRFB system is intended to improve safety for pedestrians in crossing the two-lane roundabout, including those using the north-south Nokomis-Minnesota River Regional Trail, which passes through the intersection.

MnDOT's Active Transportation Program infrastructure funding is financed by state general funding, which carries with it statutory obligations for the users and requires a council resolution accepting the terms of the funding as part of the grant agreement process.

**RECOMMENDED ACTION:**

**By Motion: Approve the resolution authorizing execution of MnDOT Agreement #1056595 for the disbursement of state Active Transportation Program funds for the 66th Street and Richfield Parkway Pedestrian Improvements Project.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Richfield was awarded a grant of up to \$235,950 in March 2023 through MnDOT's 2022 Active Transportation Program infrastructure funding solicitation. That solicitation was created using general funds appropriated in the 2021 legislative session. Projects that utilize state funding are required to execute an agreement with MnDOT and resolution agreeing to the terms of the grant agreement in order to have eligible project expenditures reimbursed.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**Equity:** Executing an agreement like this is standard city business. The Active Transportation Program as a whole advances equity by creating improved non-motorized routes around the city that help promote active transportation and provide alternative forms of transportation for residents to perform daily tasks including, but not limited to, commuting, shopping, or recreation.

**Strategic Plan:** Authorizing this agreement will drive progress towards sustainable infrastructure financing and climate resilience by leveraging availability of state-funded grant programs to improve active transportation infrastructure within the city.

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

- 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.
- RRFB installation at roundabouts is identified as a best practice in the City's Pedestrian Master Plan.
- The Active Transportation program is established and governed by Minnesota Statutes, Section 174.38.

**D. CRITICAL TIMING ISSUES:**

This agreement must be executed prior to construction of the project and is typically executed concurrently with the award of contract, which is also taking place at this meeting.

**E. FINANCIAL IMPACT:**

- The grant agreement authorizes MnDOT to disburse \$235,950 of general fund money to the City of Richfield to construct the 66th Street and Richfield Parkway Pedestrian Improvements Project, on a reimbursable basis.
- The low bid for the project was \$279,628. The City is responsible for any costs incurred over the awarded grant amount. For this project, that estimated cost is \$43,678.
- \$60,000 is budgeted for the construction of these improvements through the City's 2025 Municipal State Aid allocation.

**F. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
▣ AT Grant Agreement	Contract/Agreement
▣ AT Grant Agreement - Resolution	Resolution Letter

**STATE OF MINNESOTA  
ACTIVE TRANSPORTATION PROGRAM  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Richfield  
6700 Portland Ave S  
Richfield, MN 55423

Contact: Joe Powers, City Engineer

## **RECITALS**

---

1. Minnesota Statute § 174.38 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2021, First Special Session, Chapter 5, Article 1, Section 2, Subdivision 2(b).
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

## **AGREEMENT TERMS**

---

### **1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 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: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

### **2 Grantee's Duties**

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

### **3 Time**

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

#### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$235,950.00**.

#### 4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

#### 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briebe,  
Programs Engineer,  
MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
marc.briebe@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Joe Powers  
City Engineer  
1901 E 66<sup>th</sup> Street  
Richfield, MN 55423  
Office: 612-861-9791  
jpowers@richfieldmn.gov.

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments 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.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an

audit.

## 10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 13 Termination; Suspension

13.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is



disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## 18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.



**18.5 Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

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

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: Mayor

Date: May 14<sup>th</sup>, 2024

By: \_\_\_\_\_

Title: City Manager

Date: May 14<sup>th</sup>, 2024

**DEPARTMENT OF TRANSPORTATION**

*Approval and Certifying Encumbrance*

By: \_\_\_\_\_  
(with delegated authority)

Title: State Aid Programs Manager

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

**SOURCES OF FUNDS**

Entity Supplying Funds	Amount
<b>State Funds:</b>	
AT General Fund Grant	\$235,950.00
SAAS Acct 362	
Other:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$235,950.00
<b>Public Entity Funds:</b>	
Matching Funds	
Local Match	\$43,678.00
Other:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$43,678.00
<b>TOTAL FUNDS</b>	<b>\$279,628.00</b>

**USES OF FUNDS**

Expenses	Amount
<b>Items Paid for with AT General Fund Grant Funds:</b>	
Concrete walk, pedestrian ramp, and RRFB signal system	\$235,950.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$235,950.00
<b>Items paid for with Non-AT General Fund Grant Funds:</b>	
Concrete walk, pedestrian ramp, and RRFB signal system	\$43,678.00
_____	\$ _____
_____	\$ _____
Subtotal	\$43,678.00
<b>TOTAL PROJECT COSTS</b>	<b>\$279,628.00</b>

=

**EXHIBIT B**

**GRANT APPLICATION**

Attach the grant application for the project

**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**RESOLUTION NO.**

**AUTHORIZING EXECUTION OF MNDOT AGREEMENT #1056595 SETTING GRANT TERMS  
AND CONDITIONS FOR THE DISBURSEMENT OF STATE ACTIVE TRANSPORTATION  
FUNDING FOR SAP 157-590-001**

**WHEREAS**, the City of Richfield has applied to the Commissioner of Transportation for a grant from the Active Transportation account; and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS**, the amount of the grant has been determined to be **\$235,950.00** by reason of the lowest responsible bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Richfield does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of May, 2024.

\_\_\_\_\_  
Mary Supple, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Wynn, Interim City Clerk

**RESOLUTION NO.**

**AUTHORIZING EXECUTION OF MNDOT AGREEMENT #1056595 SETTING GRANT  
TERMS AND CONDITIONS FOR THE DISBURSEMENT OF STATE ACTIVE  
TRANSPORTATION FUNDING FOR SAP 157-590-001**

**WHEREAS**, the City of Richfield has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS**, the amount of the grant has been determined to be \$235,950.00 by reason of the lowest responsible bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Richfield does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of May, 2024.

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Mary Supple, Mayor

ATTEST:

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Kelly Wynn, Interim City Clerk



**STAFF REPORT NO. 69**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
 DEPARTMENT DIRECTOR REVIEW:

Paul Smithson, Wood Lake Nature Center Manager  
 Karl Huemiller, Recreation Services Director  
 5/9/2024

OTHER DEPARTMENT REVIEW:  
 CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
 5/9/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a resolution authorizing acceptance of a stock donation received by Richfield Recreation Services Department from Carl Sandberg for Wood Lake Nature Center in an amount between \$64,290-\$74,900, and to authorize the Recreation Services Director to apply the funds for Wood Lake Nature Center with direction from the donor.**

**EXECUTIVE SUMMARY:**

Wood Lake Nature Center received a generous donation in the form of stock from the estate of Carl Sandberg. The value of the gift is in the range of \$64,290 to \$74,900. Once the gift is accepted, the stock will be sold.

Carl Sandberg was a passionate supporter of programming at Wood Lake Nature Center and well known to the site staff. The estate would like the donation to benefit and support Wood Lake Nature Center interpretive and educational programming. Staff will work with the estate to determine the best use of the donated funds.

**RECOMMENDED ACTION:**

**By motion: Approve the resolution authorizing acceptance of a stock donation received by Richfield Recreation Services Department from Carl Sandberg for Wood Lake Nature Center in an amount between \$64,290-\$74,900, and to authorize the Recreation Services Director to apply the funds for Wood Lake Nature Center with direction from the donor.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The Recreation Services Department has received this donation from a private party wishing to benefit Wood Lake Nature Center.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**C. POLICIES (resolutions, ordinances, regulations, statutes, exc):**

- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.
- City Council considers approval for all City contracts and agreements by policy.

**D. CRITICAL TIMING ISSUES:**

None



**E. FINANCIAL IMPACT:**

This donation will have a very positive financial impact to the City and will help fund critical infrastructure needs at Wood Lake Nature Center.

**F. LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

There are no alternative recommendations

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

	Description	Type
□	Wood Lake Nature Center Donation Resolution Carl Sandberg	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION ACCEPTING A DONATION OF STOCK RECEIVED BY THE  
RICHFIELD RECREATION SERVICES DEPARTMENT FROM CARL SANDBERG FOR  
WOOD LAKE NATURE CENTER IN THE AMOUNT BETWEEN \$64,290 - \$74,900  
AND AUTHORIZING THE RECREATION SERVICES DIRECTOR TO APPLY THE  
FUNDS FOR WOOD LAKE NATURE CENTER WITH DIRECTION FROM THE DONOR.**

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

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

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

DATE	DONOR	PURPOSE	AMOUNT
5/14/24	Carl Sandberg	Wood Lake Nature Center	\$64,290 -
			\$74,900

**WHEREAS**, Wood Lake Nature Center will make use of the funds to support interpretive and educational programming.

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

That the City Council of the City of Richfield hereby accepts the donation as listed above, received in 2024, and authorizes the City to administer the funds in accordance with agreements and terms prescribed by donors.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of May 2024

\_\_\_\_\_  
Mary B. Supple, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Wynn, Interim City Clerk



**STAFF REPORT NO. 70**  
**CITY COUNCIL MEETING**  
**5/14/2024**

REPORT PREPARED BY:  
 DEPARTMENT DIRECTOR REVIEW:  
 OTHER DEPARTMENT REVIEW:  
 CITYMANAGER REVIEW:

Katie Rodriguez, City Manager

Katie Rodriguez, City Manager  
 5/10/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing to approve host designation for the City of Deephaven to issue revenue bonds to finance the construction of a charter school facility located at 14101 Southcross Drive in the City of Burnsville (the “Burnsville Facility”) and refinancing the Issuer’s Charter School Lease Revenue Bonds (Seven Hills Preparatory Academy Project), Series 2017, located at 1401 West 76th Street, Richfield, Minnesota.**

**EXECUTIVE SUMMARY:**

Seven Hills Preparatory Academy is asking that the City of Richfield provide host approval so that the City of Deephaven can issue revenue bonds for the acquisition and construction of a 62,000 square foot facility located in Burnsville and to refinance the Charter School Lease Revenue Bonds, Series 2017, issued to finance the construction of a 75,000 square foot public charter school for grades kindergarten through 8 located at 1401 West 76th Street. The financing will also fund improvements to the Richfield Facility. Both projects are owned by SHPAABC, a Minnesota nonprofit corporation (the “Corporation”), and leased to and operated by Seven Hills Preparatory Academy (the “Academy”), a Minnesota nonprofit corporation and a public charter school sponsored by the Friends of Education.

The City of Deephaven has agreed to issue the bonds to finance both the Burnsville and Richfield school projects. The City of Richfield anticipates issuing bonds this year in support of City projects so is unable to issue the bonds directly.

**RECOMMENDED ACTION:**

**Conduct and close a public hearing and by motion: Approve a resolution providing host approval to and consenting to the issuance, sale, and delivery by the City of Deephaven of its revenue bonds.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

- Section 147(f) of the Internal Revenue Code of 1986, as amended, requires that the City Council must consent to the issuance of the bonds.
- Prior to the issuance of the bonds, the City must conduct a public hearing as required by Minnesota Statutes, Chapter 462C and Section 147(f) of the Internal Revenue Code of

1986, as amended.

**D. CRITICAL TIMING ISSUES:**

The financing and acquisition is scheduled to close May 24, 2024. Host approval is required before closing can occur.

**E. FINANCIAL IMPACT:**

- SHPA ABC will be requesting up to \$29,000,000 in revenue bonds.
- There is no financial impact to the City of Richfield. The principal and interest on the bonds will be paid by the project and does not constitute a debt of either city.

**F. LEGAL CONSIDERATION:**

- Because part of the project is located within the Richfield City limits, the City needs to conduct the public hearing on the bond issuance and grant host city approval for another municipality to issue the bonds.
- Jennifer Hanson of Dorsey & Whitney will serve as the bond counsel for the issuance.
- Jenny Boulton of Kennedy & Graven reviewed the documents on behalf of the City.

**ALTERNATIVE RECOMMENDATION(S):**

Decide not to consent to the issuance, sale and delivery of revenue bonds by the City of Deephaven to fund Seven Hills Preparatory Academy proposed projects.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description		Type
□	Resolution	Resolution Letter
□	Seven Hills Request Letter	Cover Memo

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

**RESOLUTION CONSENTING TO AND APPROVING THE  
ISSUANCE BY THE CITY OF DEEPHAVEN OF ITS CHARTER  
SCHOOL LEASE REVENUE OBLIGATIONS AND TAKING  
OTHER ACTIONS WITH RESPECT THERETO**

**WHEREAS**, the City of Richfield, Minnesota (the “City”) is a home rule charter city and political subdivision duly organized and existing under its Charter and the laws of the State of Minnesota; and

**WHEREAS**, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), the City is authorized to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance revenue producing enterprises, whether or not operated for profit; and

**WHEREAS**, Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations; and

**WHEREAS**, SHPA ABC, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Company”), has requested that the City of Deephaven, Minnesota (the “City of Deephaven”) issue its revenue bonds, in one or more series, as taxable or tax-exempt obligations (the “Bonds”), in a principal amount not to exceed \$29,000,000, and loan the proceeds thereof to the Company for the purpose of (i) financing the acquisition, construction, reconstruction, improvement, betterment or extension of an approximately 62,000 square foot charter school facility located at 14101 Southcross Drive in the City of Burnsville (the “Burnsville Facility”); (ii) refinancing the Issuer’s Charter School Lease Revenue Bonds (Seven Hills Preparatory Academy Project), Series 2017, issued to finance the acquisition, construction, improvement, and equipping of an approximately 75,000 square foot public charter school for grades kindergarten through 8, located at 1401 West 76th Street, Richfield, Minnesota (the “Richfield Facility”; together with the Burnsville Facility, the “Facilities”); (iii) finance certain improvements to the Richfield Facility; (iv) financing capitalized interest during the construction of the Project, if necessary; (v) funding any required reserves; and (vi) paying costs of issuance of the Bonds (collectively, the “Project”); and

**WHEREAS**, the Facilities will be owned by the Company and leased to and operated by leased to and operated by Seven Hills Preparatory Academy (the “School”), a Minnesota nonprofit corporation and a public charter school sponsored by the Friends of Education, pursuant to a lease agreement; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder require that prior to the issuance of the Bonds by the City of Deephaven, the City Council of the City (the “City Council”) consent to the issuance of the Bonds after conducting a public hearing thereon preceded by publication of a notice of public hearing (in the form required by Section 147(f) of the Code and applicable regulations) in a newspaper of general circulation within the City at least seven (7) days prior to the public hearing date; and

**WHEREAS**, a notice of public hearing was published at least seven (7) days before the regularly scheduled meeting of the City Council on the date hereof in the *Sun Current*, the official newspaper of and a newspaper of general circulation in the City, with respect to the required public hearing under Section 147(f) of the Code; and

**WHEREAS**, on the date hereof, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the following: (i) consent to the issuance of the Bonds by the City of Deephaven pursuant to the requirements of Section 147(f) of the Code and the regulations promulgated thereunder; and (ii) approval of the issuance of the Bonds by the City of Deephaven to finance the Project; and

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

1. The City Council finds that it is in the best interest of the City to approve the issuance of the Bonds by the City of Deephaven to finance the Project and hereby consents to the issuance of the Bonds by the City of Deephaven for the purposes set forth above in an amount not to exceed \$29,000,000.

2. The Bonds are to be issued by the City of Deephaven pursuant to the Act. The Bonds will constitute special, limited obligations of the City of Deephaven secured solely by revenues derived from the operation of the Project and other security provided by the Company and the School, including but not limited to a mortgage on the land and buildings comprising the Project. The Bonds will not constitute a general or moral obligation of the City or the City of Deephaven and will not be secured by any taxing powers of the City or the City of Deephaven.

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

4. The Mayor and City Manager and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to bond counsel and the original purchaser of the Bonds certified copies of all proceedings and records of the City relating to the approval of the issuance of the Bonds, including a certification of this resolution.

5. The Company will, upon demand, reimburse the City for costs paid or incurred by the City in connection with this resolution.

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

Approved by the City Council of the City of Richfield, Minnesota this 14th day of May, 2024.

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Mary B. Supple, Mayor

ATTEST:

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Kelly Wynn, Interim City Clerk

May 10, 2024

BY EMAIL

Ms. Julie Urban  
Assistant Community Development Director  
City of Richfield  
6700 Portland Ave.  
City of Richfield, MN 55423

Re: Seven Hills Preparatory Academy  
Request for Host City Approval

Dear Ms. Urban,

Seven Hills Preparatory Academy is a Minnesota nonprofit corporation and a 501(c)(3) organization that operates as a public charter school in the City of Richfield at its schoolhouse facility located at 1401 West 76<sup>th</sup> Street, at the northeast corner of 494 and 35W. Seven Hills has been a community member of the City of Richfield since 2017. It employs 96 adults and educates 615 scholars at this campus.

SHPA ABC is also a Minnesota nonprofit corporation and a 501(c)(3) organization that was organized to hold title to the schoolhouse facility. This ownership structure is required by Minnesota law. SHPA is classified as a Type I supporting organization of the charter school. Functionally, it is a subsidiary of the charter school. Together, the charter school and the building company will be referred to as "Seven Hills".

Seven Hills purchased the Richfield schoolhouse facility in 2017, using the proceeds of an approximately \$14,400,000 bond funding issued by the City of Deephaven, Minnesota. In connection with the 2017 financing, the City of Richfield granted host city approval of the Deephaven bonds.

Seven Hills has operated a second schoolhouse site in Bloomington, Minnesota, for many years. The Bloomington site was leased from a church. Seven Hills has an opportunity to purchase a replacement site for the second facility, which will enhance the control and stability of Seven Hills operations. The purchase is an existing commercial building that will be refurbished into a schoolhouse, slated for opening in the fall of this year (2024). The City of Deephaven has adopted a resolution agreeing to issue bonds for this purpose. These will be additional bonds to the 2017 bond issue.

Seven Hills requests the City of Richfield to assist in financing the acquisition described above by providing host approval to the City of Deephaven to be the Issuer of one or more series of revenue bonds or other obligations in an aggregate principal amount not to exceed \$29,000,000, of which approximately \$17,600,000 is allocable to the Richfield facility.

Seven Hills is a tuition-free public school offering education using the Classical School model. The new facility (like the Bloomington facility it is replacing) will service students in grades K-5. This will supplement the Richfield facility, which serves scholars in grades K-8. Operating a second lower school site enables Seven Hills to maintain full enrollment at its upper school level.

Seven Hills will pay for the City's legal fees and other costs that may be incurred related to the financing. We respectfully request that the City hold a public hearing on May 14, 2024, grant host approval that will

allow us to close on our financing and acquisition.

There is urgency to this matter because the closing on the Deehaven bonds is necessary to commence construction of the renovations in the new facility. This project must be completed before the start of the 2024-2025 school year.

We look forward to working with the City and serving the Richfield community in a more committed way with our acquisition.

Sincerely,



Carolyn Farrell  
Interim Executive Director