



**REGULAR CITY COUNCIL MEETING
VIRTUAL MEETING HELD VIA WEBEX
MAY 25, 2021
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Individuals who wish to address the Council may call 612-861-0651 during the meeting or email kwynn@richfieldmn.gov before the meeting.

Approval of the Minutes of the (1) Joint City Council, HRA and Planning Commission Meeting of April 19, 2021; (2) Special Closed City Council Meeting of May 10, 2021; (3) City Council Work Session of May 11, 2021; and (4) City Council Meeting of May 11, 2021

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider approval of a bid tabulation and award of contract to Corrective Asphalt Materials, LLC for the 2021 Maltene Pavement Rejuvenation Project in the amount \$497,200.00, and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.

Staff Report No. 74
 - B. Consider the approval for the collaboration with The Richfield Arts Commission, Mississippi Valley Poets and Writers, and the The Cornerstone Group to install a Poetry Walk around Richfield Lake Park.

Staff Report No. 75
 - C. Consider the adoption of a resolution authorizing Minnesota Department of Transportation Agency Agreement No. 1045363 for Federal Participation in Advance Construction related to the 77th Street Underpass Project.

Staff Report No. 76
 - D. Consider the approval of the Small Wireless Facility Collocation Supplemental Agreements with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.

Staff Report No. 78

- E. Consider the adoption of a resolution authorizing Cooperative Construction Agreement No. 1032757 between the City of Richfield and the State of Minnesota Department of Transportation (MnDOT) for construction of the 77th Street Underpass Project.

Staff Report No. 79

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

PUBLIC HEARINGS

4. Conduct a public hearing and consider approval of the second reading of a transitory ordinance vacating a portion of 5th Avenue right-of-way south of 71st Street.

Staff Report No. 80

5. Consider a second reading and a summary publication of a transitory ordinance establishing a city-wide six-month moratorium on the establishment of any new commercial use involving firearms to allow time for a planning study.

Staff Report No. 81

RESOLUTIONS

6. Consider adoption of a resolution authorizing the City to affirm the monetary limits on statutory municipality tort liability.

Staff Report No. 82

7. Summary review of the City Manager's annual performance evaluation for 2020, held on May 20, 2020, as required by Minn. Statutes 13D.05 Subd. 3(a), and consideration of a resolution amending employment agreement between City of Richfield and City Manager Katie Rodriguez for 2021.

Staff Report No. 83

8. A resolution terminating the local emergency enacted in March 2020 in response to the COVID-19 pandemic. The local emergency was declared by the Mayor via Proclamation on March 16, 2020 and extended by City Council on March 18, 2020 pursuant to Minnesota Statutes section 12.29.

Staff Report No. 84

OTHER BUSINESS

9. Consider the Mayor's appointment of a Civil Service Commissioner.

Staff Report No. 85

CITY MANAGER'S REPORT

10. City Manager's Report

CLAIMS AND PAYROLLS

11. Claims and Payroll

COUNCIL DISCUSSION

12. Hats Off to Hometown Hits

13. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

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

April 19, 2021

CALL TO ORDER

The work session was called to order by HRA Chair Supple at 6:00 p.m. via Webex.

Council Members

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

Council Members

Absent: Ben Whalen

HRA Members

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

HRA Members

Absent: None

PC Members

Present: Kathryn Quam, Chair; Peter Lavin; Brendan Kennealy; Brett Stursa and Jim Rudolph

PC Members

Absent: Brian Pynn

Staff Present:

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

Others Present:

Tim Carter, Richfield Bloomington Honda

Item #1

DISCUSSION OF THE SALE OF 7700 PILLSBURY AVENUE SOUTH TO RICHFIELD BLOOMINGTON HONDA, AND THE ZONING CODE AND COMPREHENSIVE PLAN CHANGES REQUIRED TO ALLOW ITS USE AS AN OFF-SITE SURFACE PARKING LOT.

Executive Director Stark provided background information of the site (previously the City Garage).

Tim Carter, Richfield Bloomington Honda, shared his proposal for the site to purchase the land and use it for employee parking. How he would purchase the land and the struggles with employee parking.

The site plan was shared and Tim Carter reviewed the site plan with policymakers.

Assistant Community Development Director Poehlman provided history of the site, explained how the property is currently zoned and policy changes and actions that would be necessary for the proposed use.

Executive Director Stark spoke of a previous housing proposal that didn't work out for the site and another recent proposal that has been put on hold due to funding and how that developer still may be interested and a business that has expressed interest in the site.

Executive Director Stark stated that he believes the best value for this site is for housing and explained changes that would be required to the Comprehensive Plan to allow for parking as a stand-alone use and the tremendous interest for housing in Richfield.

Executive Director Stark provided the direction needed from policy makers.

Council Member Trautmann inquired about granting a variance to allow the stand-alone parking and if it would apply to the single site or the city as a whole.

Assistant Community Development Director Poehlman explained that a variance would not be allowed as a use change and a change to city ordinance would be required.

Council Member Hayford Oleary inquired about the ramp that Richfield Bloomington Honda agreed to build on their property.

Assistant Community Development Director Poehlman explained the ramp was agreed on in the original planned unit development submitted and that building the ramp on Richfield Bloomington Honda property is a requirement of that planned unit development.

Council Member Hayford Oleary expressed his thoughts on the proposal, mentioned it may not be the best use of land for the community and spoke about tax base for housing versus parking.

Chair Supple asked Mr. Carter to explain the reasons he did not build the parking ramp.

Mr. Carter explained that building the ramp is not affordable due to higher tax costs than originally anticipated and struggles with Covid-19. Mr. Carter explained that if he removed current inventory and shut down for a year to build the ramp his business would be unsustainable and the value Richfield Bloomington Honda adds to the city and the potential to acquire additional property in the area to build on in the future.

Executive Director Stark explained that staff is supportive of Richfield Bloomington Honda and that staff is only opposed to stand-alone parking and explained that the tax value is established by Hennepin County not the city.

Chair Supple inquired about a possible extension to allow Richfield Bloomington Honda additional time to build the ramp.

Executive Director Stark informed policy makers of previous conversations between staff and Mr. Carter to find parking solutions.

Assistant Community Development Director Poehlman explained how extensions could be granted through amendments to the original planned unit development.

Commissioner Sandahl expressed support of the current temporary parking agreement and granting an extension. Commissioner Sandahl commended Mr. Carter for his partnership and involvement in the community.

Planning Commission Chair Quam asked for clarification of changing permitted use in the area.

Assistant Community Development Director Poehlman explained that you could not just rezone one property and the area that would be affected if zoning changes were made.

Executive Director Stark explained spot zoning is not legal.

Chair Supple shared a written comment from Council Member Whalen stating that he is opposed to a parking lot on the site and no more staff or council time should be devoted to the proposal.

Commissioner Vrieze Daniels stated her opposition for using this site as parking.

Administrative Assistant DuBois shared a written comment from Commissioner Lavin stating that he is opposed to the parking lot and does not find a housing development to be a desirable use for the land either. Commissioner Lavin was present virtually, but was only able to provide comment through the chat function.

Commissioner Rudolph expressed desire to work with Mr. Carter and Richfield Bloomington Honda for a solution.

Mayor Regan Gonzalez expressed desire to work with Mr. Carter and Richfield Bloomington Honda to find a solution as well and spoke of what a great partner he is to the city, but does not support the proposal for surface parking due to the location in the city.

Commissioner Stursa agreed with previous comments regarding working with Mr. Carter, but that stand alone parking would not be a good idea for the city.

Executive Director Stark acknowledged Commissioner Lavin's thoughts regarding the site not being the best housing site. Director Stark also stated that he will work with Mr. Carter to find solutions and the possibility of exploring possible resources to build the parking ramp.

Chair Supple thanked Mr. Carter for all he has done for the city and sharing his proposal.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:52 p.m.

Date Approved: May 25, 2021

Maria Regan Gonzalez
Mayor

LaTonia DuBois
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Meeting

May 10, 2021

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 4:30 p.m. held virtually via WebEx.

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

Staff Present: Kelly Wynn, Senior Office Assistant

Others Present: Lisa Sorenson, Sorenson Consulting

ITEM #1	SPECIAL MEETING ITEMS Special City Council Closed Executive Session regarding the City Manager's annual performance evaluation.
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Mayor Regan Gonzalez, City Council Members and Lisa Sorenson held a closed executive session via WebEx where discussion of the City Manager's annual performance review was conducted.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:12 p.m.

Date Approved: May 25, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

May 11, 2021

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:31 p.m. virtually via WebEx.

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

Staff Present: Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Mary Tietjen, City Attorney; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Administrative Assistant.

Item #1

ORGANIZED COLLECTION PROPOSED CONTRACT

Director Markle provided an overview of the item and topics to be discussed.

Sustainability Specialist Lindholm presented information on the following:

- Waste streams and services;
- Increasing education to supply the best services possible;
- Pricing for trash and recycling along with organics and yard waste; and
- Pricing options for bulky items and electronics along with other extra services.

City Manager Rodriguez emphasized residents can reduce the size of the cart if they begin utilizing organics.

Sustainability Specialist Lindholm then reviewed FAQ's and other benefits along with timeline.

Mayor Regan Gonzalez thanked Sustainability Specialist Lindholm for the thorough presentation and the work put into the project.

Council Member Hayford Oleary asked for clarification on recycling and organics frequency and if a decision and/or vote were needed now.

Sustainability Specialist Lindholm stated no decision would be needed now but will need to be decided prior to signing the contract.

Council Member Hayford Oleary expressed his support for city wide organics as a base rate for all households. He then asked about payment methods for residents.

Sustainability Specialist Lindholm stated payment methods are not specified in the contract but has been discussed with haulers to provide a variety of options.

Council Member Hayford Oleary asked about yard waste fees for November if there were a change in haulers for residents as well as personal pick up fees.

Sustainability Specialist Lindholm stated cart replacement is important to haulers and they have guidelines. Payments would be figured out so residents don't double pay or miss out on any pick-ups of yard waste.

Council Member Supple thanked staff for being thorough in negotiations. She then asked about walk up service and how residents qualify.

Sustainability Specialist Lindholm stated details are still being working out as are opting out options but there will be an application process.

Council Member Supple asked about assistance to residents on limited incomes.

Sustainability Specialist Lindholm stated there are no current services for solid waste fees. Staff is doing everything possible to make it affordable and will continue to look into options.

Council Member Trautmann thanked Sustainability Specialist Lindholm for her extraordinary work and negotiations. He asked how the city will hold haulers accountable if they were to become complacent.

Sustainability Specialist Lindholm stated the power of organized collection offers items laid out in the contract to protect residents and provide better communication along with set standards.

Council Member Trautmann asked about the process other cities have gone through and if Richfield will be able to avoid any potential issues.

Sustainability Specialist Lindholm stated the Richfield process has gone immensely smoother than expected which was in part to researching other cities and asking questions.

Council Member Whalen expressed excitement to see very specific requirements in the contract that pertain to the quality of services. He spoke of concerns from residents when it comes to poor service and asked when the city would get involved.

Sustainability Specialist Lindholm stated it is not entirely defined in procedure. However, the city will be able to assist with issues unlike when services are personally contracted with residents, the city has no authority.

Council Member Whalen spoke of how helpful it is to see the pricing in table format. He then asked about the 3% increase.

Sustainability Specialist Lindholm stated the difficulty in determining totals as some parts of the bill are not subject to escalators. The organics and yard waste portions are dealt with differently as they are much cheaper to dispose of, which will be clarified in the finalized contract.

Mayor Regan Gonzalez thanked staff for their tremendous research and negotiations. She also encouraged staff to reach out to the disability community if there are remaining questions.

Council Member Whalen asked about a communication plan.

Sustainability Specialist Lindholm stated there has been discussion efforts getting word out regarding the May 20 public hearing as staff would like to hear from residents. She also spoke of notices going out on social media and the newspaper.

Director Markle added the FAQs are on the city website and encouraged residents to take a look and contact herself or Sustainability Specialist Lindholm with questions.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:57 p.m.

Date Approved: May 25, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting Virtual Meeting held via WebEx

May 11, 2021

CALL TO ORDER

The meeting was called to order by Mayor Maria Regan Gonzalez at 7:01 p.m. via WebEx.

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

Staff Present: Katie Rodriguez, City Manager; Pam Dmytrenko, Assistant City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Administrative Assistant

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

OPEN FORUM

Senior Office Assistant Wynn reviewed the options to participate:

- Participate live by calling 612-861-0651 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfielmn.gov

William Lynch, 7620 Stevens Ave, supplied comments via email opposing current plans for organized trash/recycling/organics pick up in Richfield. He expressed concerns of rates going up a significant amount.

John Symons, 7426 Elliot Ave S, supplied comments via email also raising concerns of the proposed organized collection. He does not believe this will benefit the residents in any way.

Senior Office Assistant Wynn stated there were no other callers.

APPROVAL OF MINUTES

M/Whalen, S/Trautmann to approve the minutes of the (1) Joint City Council and Transportation Commission Meeting of April 14, 2021; (2) Joint Richfield and Bloomington City Council Meeting of April 21, 2021; (3) City Council Work Session of April 27, 2021; (4) City Council Meeting of April 27, 2021; and (5) Special City Council Meeting of May 3, 2021.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

Item #1	APPROVAL OF THE AGENDA
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M/Supple, S/Trautmann to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

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

A. Consider approval of the first reading of a transitory ordinance vacating a portion of 5th Avenue right-of-way south of 71st Street and schedule a public hearing and second reading for May 25, 2021. Staff Report No. 69

B. Consider the approval of the Small Wireless Facility Collocation Supplemental Agreements with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on city-owned wireless support structures (light poles). Staff Report No. 70

C. Consider the approval of a resolution committing City of Richfield funds in the estimated amount of \$976,767.00 for the 77th Street Underpass Project. Staff Report No. 71

RESOLUTION NO. 11850

**RESOLUTION OF COMMITMENT BY THE CITY OF RICHFIELD TO PAY FOR ITS
LOCAL SHARE OF THE 77TH STREET UNDERPASS PROJECT FROM THE CAPITAL
IMPROVEMENTS RESERVE FUND**

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

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

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

Item #4	CONSIDER A RESOLUTION AND A FIRST READING OF A TRANSITORY ORDINANCE ESTABLISHING A CITY-WIDE SIX-MONTH MORATORIUM ON THE ESTABLISHMENT OF ANY NEW COMMERCIAL USE INVOLVING FIREARMS TO ALLOW TIME FOR A PLANNING STUDY. STAFF REPORT NO. 72
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Council Member Supple read staff report 72.

Director Stark added staff received a recent inquiry on firearms use and online sales which resulted in the code needing to be revisited to accommodate regulations.

Council Member Hayford Oleary asked what the process will look like to revise the code.

Director Stark explained staff will have some public input as how it relates to residential areas and schools.

M/ Supple, S/Hayford Oleary to adopt the attached resolution and conduct a first reading of the attached transitory ordinance establishing a city-wide six-month moratorium on the establishment of new commercial uses involving firearms, and schedule a public hearing and second reading of the attached ordinance for May 25, 2021.

RESOLUTION NO. 11851

**RESOLUTION ESTABLISHING A SIX-MONTH MORATORIUM ON THE
ESTABLISHMENT OF NEW USES INVOLVING FIREARMS, AND DIRECTING THAT A**

PLANNING STUDY BE CONDUCTED

Council Member Supple stated it will be good to review it as it hasn't been since 2004 and new ways of sales have been developed.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

Item #5	CITY MANAGER REPORT
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City Manager Rodriguez stated City Clerk Elizabeth VanHoose will be leaving Richfield after 16 years. She spoke of how she has been a crucial part of the Deputy Registrar's office and elections.

Council Member Whalen spoke of the organized process City Clerk VanHoose always had when it came to voting and elections. He congratulated her on the transition.

Council Member Trautmann wished City Clerk VanHoose all the best and thanked her for always doing such a wonderful job.

Council Member Hayford Oleary echoed comments as City Clerk VanHoose was a great professional and hopes she does well in Eagan.

Council Member Supple thanked City Clerk VanHoose for always doing a wonderful job and wished her well.

Mayor Regan Gonzalez spoke of the pivoting City Clerk VanHoose was able to do to accommodate Covid restrictions and take on a challenging voting year. She stated she will be greatly missed.

Item #6	CLAIMS AND PAYROLL
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M/Whalen, S/Supple that the following claims and payrolls be approved:

U.S. Bank	05/11/2021
A/P Checks 296585 - 296828	\$ 1,180,797.29
Payroll: 161599 - 161895	<u>756,256.12</u>
TOTAL	\$ 1,937,053.41

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE
Supple: AYE
Trautmann: AYE
Hayford Oleary: AYE
Whalen: AYE

Motion carried 5-0

Item #7	HATS OFF TO HOMETOWN HITS
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Council Member Hayford Oleary spoke of the progress on the Orange Line through Richfield.

Council Member Whalen spoke of the Centennial Elementary bike to school day he participated in and what a wonderful event it was. He also spoke of the 50th birthday event for Wood Lake Nature Center.

Council Member Supple spoke of the upcoming events at Lyndale Gardens from July 15 through September 15. Events will take place at 6:00pm on Wednesdays with performances from a variety of groups. She then spoke of the sub area study being done where postcards have been mailed out and encouraged residents to go to the website to check out the project.

Council Member Trautmann stated it was the first week of soccer and outdoor athletics. He expressed excitement to see kids playing outside.

Mayor Regan Gonzalez also attended the Wood Lake Nature Center event and how wonderful it was to hear how it has supported the well-being of residents during the pandemic. She is looking forward to what the next 50 years will bring including a new building.

Item #8	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 7:34 p.m.

Date Approved: May 25, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 74
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/18/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a bid tabulation and award of contract to Corrective Asphalt Materials, LLC for the 2021 Maltene Pavement Rejuvenation Project in the amount \$497,200.00, and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.

EXECUTIVE SUMMARY:

Pavement Preservation Program

In 2018, the City initiated a thorough pavement preservation and maintenance program for streets that follows the residential mill and overlay program. The intent is to preserve the new road surface and further extend pavement life in an effort to preserve the City's investment in Richfield streets. The maintenance program includes:

- Maltene Pavement Rejuvenation or Reclamite application (1-3 years following mill and overlay)
- Crack Sealing (1-3 years following mill and overlay)
- Sealcoat or other application (7-10 years following mill and overlay)

This year's Reclamite application will be performed on the streets that were resurfaced in 2019 and 2020. Bids for the project were opened on April 29th, 2021. Corrective Asphalt Materials, LLC was the only bidder, with a bid of \$497,200.00.

The Preservation Process

After paving, asphalt settles and dries out causing surface voids to form that allow water into the pavement and ultimately lead to cracking and other forms of pavement failure. Maltene based pavement rejuvenation, using the product known as Reclamite, soaks into these voids to seal them. This process gives the asphalt more durability and flexibility, and results in longer pavement life.

RECOMMENDED ACTION:

By motion: Approve the bid tabulation and award of contract to Corrective Asphalt Materials, LLC for the 2021 Maltene Pavement Rejuvenation Project in the amount \$497,200.00, and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- In September 2014, the Accelerated Mill and Overlay program was approved in the Five-Year Reconstruction Plan for the purpose of utilizing street reconstruction bonds to finance the work in place of special assessments. The bonds are paid down by an increase in the electric and gas franchise fees, effective April 2014.
- Approximately 85 miles of roadway were milled and overlaid as part of the six year program. Maltene based pavement rejuvenation/Reclamite has been a critical part of the preservation of the City's investment in the Accelerated Mill & Overlay program.

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

- In 2014, the City Council approved an Accelerated Mill and Overlay program to complete the remaining 85 miles of roads that have not received any major resurfacing since they were constructed. This program also includes the repair of storm and sanitary manholes and catch basins.
- An increase in electric and gas franchise fees was approved in 2013, and enacted in April 2014, to fund the Accelerated Mill and Overlay program and provide long-term pavement preservation.

C. CRITICAL TIMING ISSUES:

- The maltene based pavement rejuvenation should be completed by the fall.
- Regular preventive maintenance techniques are effective in delaying costly street reconstruction projects.

D. FINANCIAL IMPACT:

- One (1) bid was received for the 2021 Maltene Pavement Rejuvenation project.
- The lowest responsive and responsible bid was \$497,200.00 submitted by Corrective Asphalt Materials, LLC.
- This work is budgeted and funded through the existing franchise fees.

E. LEGAL CONSIDERATION:

- When the amount of purchase is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
- The advertisement for bid for the project was published in the Richfield Sun-Current and on the Questcdn.com website on April 15th, 2021.
- Bid opening was held on April 29th, 2021. A copy of the bid tabulation is attached.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ Bid Tab	Exhibit

CITY OF RICHFIELD, MINNESOTA

Bid Opening
April 29, 2021
11:30 a.m.

2021 Pavement Rejuvenation Project
Bid No. 21-03

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called and it was announced that the purpose of the meeting was to receive; open and read aloud bids for the 2021 Pavement Rejuvenation Project, as advertised in the official newspaper on April 15, 2021.

Present: Elizabeth VanHoose, City Clerk
Joe Powers, Assistant City Engineer
Olivia Wycklendt, Civil Engineer
Kari Sinning, Deputy City Clerk

The following bids were submitted and read aloud:

Bidder's Name	Bond 5%	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Base Bid
Corrective Asphalt Materials	Provided	Provided	Provided	Provided	\$497,200.00

The City Clerk announced that the bids would be tabulated and considered at the May 25, 2021 City Council Meeting.


Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 75
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director
5/17/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval for the collaboration with The Richfield Arts Commission, Mississippi Valley Poets and Writers, and the The Cornerstone Group to install a Poetry Walk around Richfield Lake Park.

EXECUTIVE SUMMARY:

The Mississippi Valley Poets and Writers (MVP&W) with the support of the Richfield Arts Commission (RAC) are proposing a joint collaboration with the City of Richfield and The Cornerstone Group to install a Poetry Walk around Richfield Lake Park.

The theme for all the poems will be nature, and MVP&W will be hosting an internal competition to select the individual poems. The poem locations are yet to be determined, but care and consideration will be given to the individual poems content and how the physical appearance will blend with the surroundings as well as any impact on park maintenance. There will be 10-12 poems spaced throughout the park, including several on the public spaces privately owned and maintained by The Cornerstone Group. The Cornerstone Group, RAC and MVP&W will also host an event at the Amphitheater at Lyndale Gardens to mark the installation and help promote the Poetry Walk.

The poems will be printed on an 11 inch by 14 inch metal placard with a graffiti resistant coating. The picture provided is a mock-up, the actual signs will not be white but more natural in color. They will be mounted on a 4x4 post roughly 4 feet in height. The City of Richfield is providing the posts and post installation. MVP&W will provide the placards, attach the placards to the posts, and be responsible for any maintenance required. Every two years half of the poems will be replaced to provide variety and the opportunity for a range of poets to gain exposure. Another feature of the placard will be a QR code link to the poet reading their poem as well as a Spanish translation of the poem.

RECOMMENDED ACTION:

By motion: Approve the installation of the Poetry Walk at Richfield Lake Park that will be done in collaboration with The Richfield Arts Commission, The Cornerstone Group, and the Mississippi Valley Poets and Writers.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City of Richfield has a strong tradition of supporting public art. Richfield's 2040 Comprehensive Plan cites public art as 'an important ingredient' in creating quality spaces and community identity.
- Richfield Lake was primarily used as a storm water holding area until the park area was developed in 1985. The park was originally acquired by the city in 1955 and features a playground area and a mile of walking paths around a small lake.
- The neighborhood surrounding Richfield Lake has undergone significant revitalization in recent years. As a result of the cities encouragement of public art for landscaping in new developments there has been an increase in artwork both publicly and privately funded.
- The inclusion of a Poetry Walk at Richfield Lake Park, especially considering it's accessibility, it's connection to proposed bike routes and it's location to nearby businesses also fulfills the tenet proposed in the 2040 plan that states that, "public art can play a role in enhancing Richfield as a destination, a distinct place within the metropolitan area. Expanding access to the arts enhances the quality of life in Richfield."

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

- An open house was conducted by RAC and MVP&W to gain input from the surrounding residents of Richfield Lake Park.
- Concerns were voiced regarding the appearance of the signs, the impact on wildlife and and the overdevelopment of the park. We are confident that no wildlife will be impacted by the signs and there will be careful consideration into the sign esthetic and placement.
- Overall the responses were very favorable but the single most mentioned concern was that of esthetics.

C. CRITICAL TIMING ISSUES:

Pending approval, the project partners have identified a potential unveiling at The Cornerstone Amphitheater on Saturday, August 14th.

D. FINANCIAL IMPACT:

The project partners will be developing and paying for the signs, and the City of Richfield would purchase 12 posts @ \$15 per post, a total of approximately \$180. The labor for installation will be completed by the Richfield Public Works Department.

E. LEGAL CONSIDERATION:

N/A

ALTERNATIVE RECOMMENDATION(S):

- The Council may consider alternate parks in Richfield for the poetry walk installation.
- The Council may decide not to approve the Poetry Walk at this time.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▢ Sample of a poetry sign	Cover Memo

The Moon



I wanted the moon to fill up the night
like a presence we couldn't ignore,
to shine bright as day in the dark quiet air
like's been told in stories of yore.
I wanted the harvest moon rising
poetically over a hill.
But, I got a sliver of somebody's nail
in a vast night-darkened shill.
Alas, tis the day and the tale needs a tell
there's something to say & I should
though the moonlight last night was not a bit right,
but, I can't speak a lie if I would.
So, I'll tell of the dark and the failing moon too;
I'll focus on darkness instead of the blue,
and ghoulishly goblins will dance a sweet jig
with the single white shaft of dew.

by: Annette Gagliardi

Sponsors:



THE
CORNERSTONE
GROUP



STAFF REPORT NO. 76
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/18/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing Minnesota Department of Transportation Agency Agreement No. 1045363 for Federal Participation in Advance Construction related to the 77th Street Underpass Project.

EXECUTIVE SUMMARY:

Minnesota Department of Transportation (MnDOT) Agency Agreement No. 1045363 for Federal Participation in Advance Construction allows MnDOT to act as the City's agent in accepting federal aid in connection with the 77th Street Underpass Project.

This agreement is for advance construction, because the City wishes to begin construction of the project prior to the year it is designated in the State Transportation Improvement Program (STIP). The project will be converted to "real" funds in Federal fiscal years 2022 and 2024 or sooner as funds are available. This agreement also cancels the agreement for the same project written in 2018.

It is permissible under Federal Highway Administration Procedures to advance construction of projects with non-federal funds, with the intent to request federal funding in a subsequent fiscal year, if sufficient funding and obligation authority are available.

The City will initially use local and state funds in lieu of the federal funds so that the project may proceed prior to the fiscal year designated in the STIP.

RECOMMENDED ACTION:

By Motion: Adopt the resolution authorizing Minnesota Department of Transportation Agency Agreement No. 1045363 for Federal Participation in Advance Construction related to the 77th Street Underpass Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- A nearly identical agreement was adopted at the December 11, 2018 City Council meeting.

- This agreement supersedes and cancels the previously approved agreement and is necessitated due to changes in the project timeline.

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

Increasing capacity of the I-494 corridor and the 77th Street crossing of TH 77 are identified in the City's Comprehensive Plan (Chapter 7 - Transportation).

C. CRITICAL TIMING ISSUES:

The agreement with MnDOT needs to be completed to stay on track for start of construction in Summer 2021.

D. FINANCIAL IMPACT:

There is no financial impact to enter into the agreement.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement and will be available at the meeting to address any questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Cover Memo	Cover Memo
☐ MnDOT Agency Agreement No. 1045363	Contract/Agreement
☐ Resolution	Resolution Letter



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

April 20, 2021

Kristen Asher
Richfield City Engineer
6700 Portland Avenue
Richfield, MN 55423

SUBJECT: **SP 157-108-035,157-594-002 and 2758-82, STPF 2719(097)**
Richfield Parkway and associated improvements in the area of 77th Street
MnDOT Contract Number 1045363

Dear Ms. Asher:

Attached is a copy of the agency agreement between the City of Richfield and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal years 2022 and 2024 or sooner as funds are available. This agreement also cancels the agreement for the same project written in 2018.

Please review and if approved, please sign. A City Council resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return a copy of the agreement to olga.kruglova@state.mn.us for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at Lynnette.roshell@state.mn.us.

Sincerely,

A handwritten signature in cursive script that reads 'Lynnette Roshell'.

Lynnette Roshell, PE
Project Development Engineer

Enclosures

Cc: *Dan Erickson* — DSAE
Cindy Degener — Finance
File

An Equal Opportunity Employer



STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 157-108-035,157-594-002 and 2758-82_

FAIN Number: STPF 2719(097)

This agreement is entered into by and between the City of Richfield ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number 1029995 which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project to construct 0.36 miles of new roadway connection 77th Street to Longfellow Avenue as well as new bridges and ramps for Trunk Highway 77 and Interstate 494, hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2022 and 2024, and is identified in MnDOT records as State Project 157-108-035,157-594-002 and 2758-82, and in Federal Highway Administration ("FHWA") records as Minnesota Project STPF 2719(097); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by

appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

- 1.2. Execution of this agreement cancels agreement number 1032616, which was previously executed for this project. Agreement 1032616 is not longer valid due to project issues which delayed the proposed project timeline.

2. Local Government's Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number 1029995, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number 1029995, which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

- 4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

- 5.1. It is estimated that the total cost of the Project is \$ 17,600,000. The remaining share will be paid by the Local Government.
 - 5.1.1. Of these Surface Transportation Program Flexible funds, \$2,800,000 is available in federal fiscal year 2022.
 - 5.1.2. Of these Surface Transportation Program Flexible funds, \$4,200,000 is available in federal fiscal year 2024.
- 5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2021 for federal fiscal year 2022 and October 1, 2023 for federal fiscal year 2024. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).

- 5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number 1029995, which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or her successor.

Title State Aid, Federal Plans Engineer

Phone: 651-366-3826

Email: angela.murphy@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 6.2. The Local Government's Authorized Representative is:

Name: Kristen Asher _____, or her successor.

Title: Public Works Director _____

Phone: 612-861-9795 _____

Email: kasher@richfieldmn.gov _____

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT 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 MnDOT or the Local Government fails to enforce any provision of this agreement, that failure does not waive the provision or the right of MnDOT or the Local Government to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 the Local Government or MnDOT.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT'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 MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT 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 the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have

not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT 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. MnDOT may immediately terminate this agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. Suspension. MnDOT 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 Local Government 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, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. Fund Use Prohibited. The Local Government 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 Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government 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 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. Appendix II 2 CFR Part 200 Federal Contract Clauses. The Local Government agrees to comply with the following

federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 17.1.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 17.1.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 17.1.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 17.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 17.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 17.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 17.2. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

17.4. Federal Funding Accountability and Transparency Act (FFATA).

17.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 17.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 17.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

- 17.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 17.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

The City of Richfield

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: Mayor

Date: May 25, 2021

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: City Manager

Date: May 25, 2021

By: _____

Date: _____

RESOLUTION NO.

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)
AGENCY AGREEMENT NO. 1045363
FOR FEDERAL PARTICIPATION IN ADANCE CONSTRUCTION
FOR THE 77th STREET UNDERPASS PROJECT
STATE PROJECT NO. 157-108-035;
157-594-002, AND 2758-82;
SPTF 2719(097)**

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Richfield to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Manager are hereby authorized and directed for and on behalf of the City of Richfield to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1045363", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of May, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, Acting City Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Richfield at a duly authorized meeting thereof held on the 25th day of May, 2021 as shown by the minutes of said meeting in my possession.

Kari Sinning, Acting City Clerk

Notary Public
My Commission expires _____



STAFF REPORT NO. 78
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/18/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/18/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the Small Wireless Facility Collocation Supplemental Agreements with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.

EXECUTIVE SUMMARY:

State legislation was passed in 2017 that established statewide requirements for cities to allow wireless companies to install small cell facility networks in the public right-of-way. The small cell facility networks are commonly known as "small cell wireless" equipment and distributed antenna systems.

Although the legislation limited many actions the City can take to control the placement of the small cell facilities in the public right-of-way, it did allow for the City to enact a permitting process for the facilities. City Council approved amendments to the right-of-way ordinance (City Code Section 802) in 2017 to provide additional controls and management if small cell wireless companies choose Richfield as an installation site. The code amendment included the following requirement for a Small Wireless Facility Agreement:

A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city.

The agreements under consideration are required as stated in the Small Wireless Facility Collocation Agreement between the City and Cellco Partnership d/b/a Verizon Wireless, signed March 24, 2020. This supplement dictates what space is leased by the City to Cellco Partnership d/b/a Verizon Wireless, and the appropriate fees and rent for leasing this space. These supplemental agreements have been provided and signed by the Verizon representative.

The City has reviewed and approved small cell permit applications for each of the supplemental agreements being approved at this time. Supplemental agreements being approved at this time are for the following locations:

- 6420 Lyndale Ave S
- 6301 Pleasant Ave S

RECOMMENDED ACTION:

By motion: Approve the Small Wireless Facility Collocation Supplemental Agreements with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Wireless and cellular service providers are looking for solutions to provide better and more reliable service to customers.
- One method of enhancing service is to install "small cell" antennas to fill in areas with poor existing coverage.
- State legislation was passed in 2017 that allows these antennas to be installed in the right-of-way.
- The City of Richfield adopted an ordinance on September 12, 2017 amending City Code Section 802 enacting an agreement and permitting process for small cell facilities within City right-of-way.

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

- Section 802 of the Richfield City Code depicts the City's current practices of permitting the use within rights-of-way.
- Minnesota Statutes, Section 237.162, defines public right-of-way including management of standards and costs.
- Minnesota Statutes, Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94, amending the Act, are interpreted with consideration of small cell wireless technology.

C. CRITICAL TIMING ISSUES:

The attached supplemental agreements must be in place before the City can permit small cell facilities collocated on existing right-of-way support features.

D. FINANCIAL IMPACT:

The City is allowed to charge fees on the permit review as well as charge rent for facilities located in the right-of-way and on City-owned support features.

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Wolverine 1 Agreement	Contract/Agreement
☐ Wolverine 7 Agreement	Contract/Agreement

**EXHIBIT A
COLLOCATION AGREEMENT SUPPLEMENT**

This Collocation Agreement Supplement (“Supplement”), is made this ____ day of _____, 202_ between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, (“Lessor”) and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (“Lessee”).

1. SMALL WIRELESS FACILITY COLLOCATION AGREEMENT. This

Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between Lessor and Lessee, dated March 24th, 2020, (the “Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. PREMISES. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at 6301 Pleasant Ave S, Richfield, MN 55423, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. TERM. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. CONSIDERATION. Rent under this Supplement shall be \$175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement

Lessor is not providing electricity pursuant to Paragraph 7 of the Agreement, therefore no annual electrical service fee shall be added to the annual rent due under this Supplement.

5. SITE SPECIFIC TERMS. NONE

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Richfield

By: _____

Name: _____

Its: Mayor

Date: _____

By: _____

Name: _____

Its: City Manager

Date: _____

LESSEE:
Cellco Partnership
d/b/a Verizon Wireless

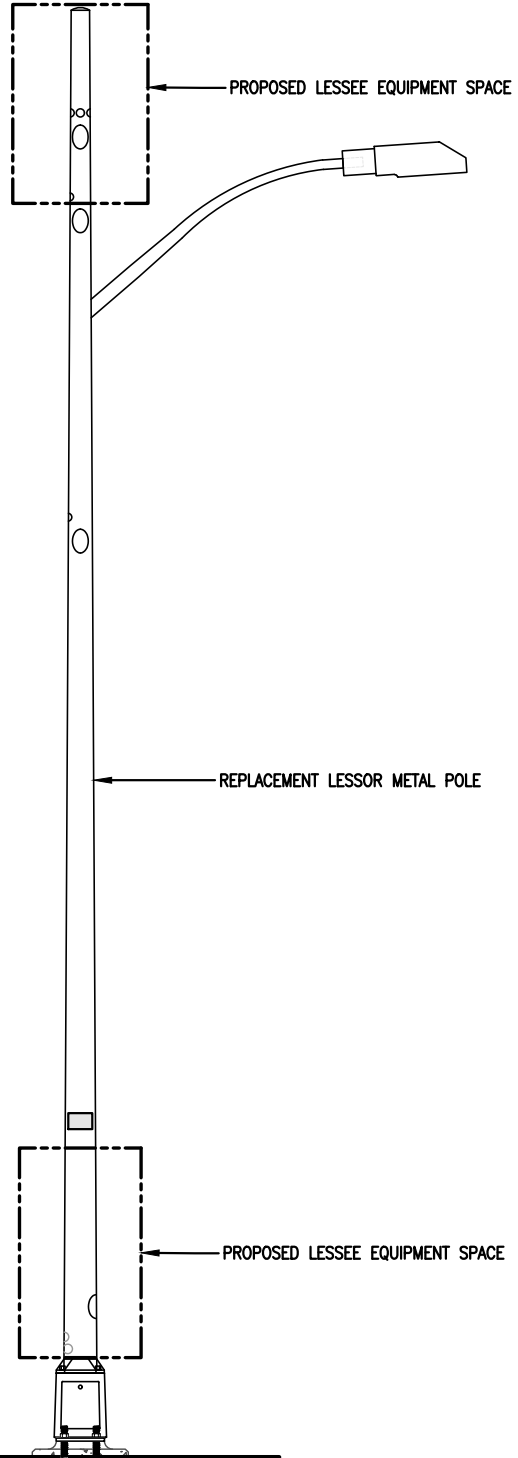
By:  _____

Print Name: Katie Poser

Title: Senior Manager – Implementation & Real Estate

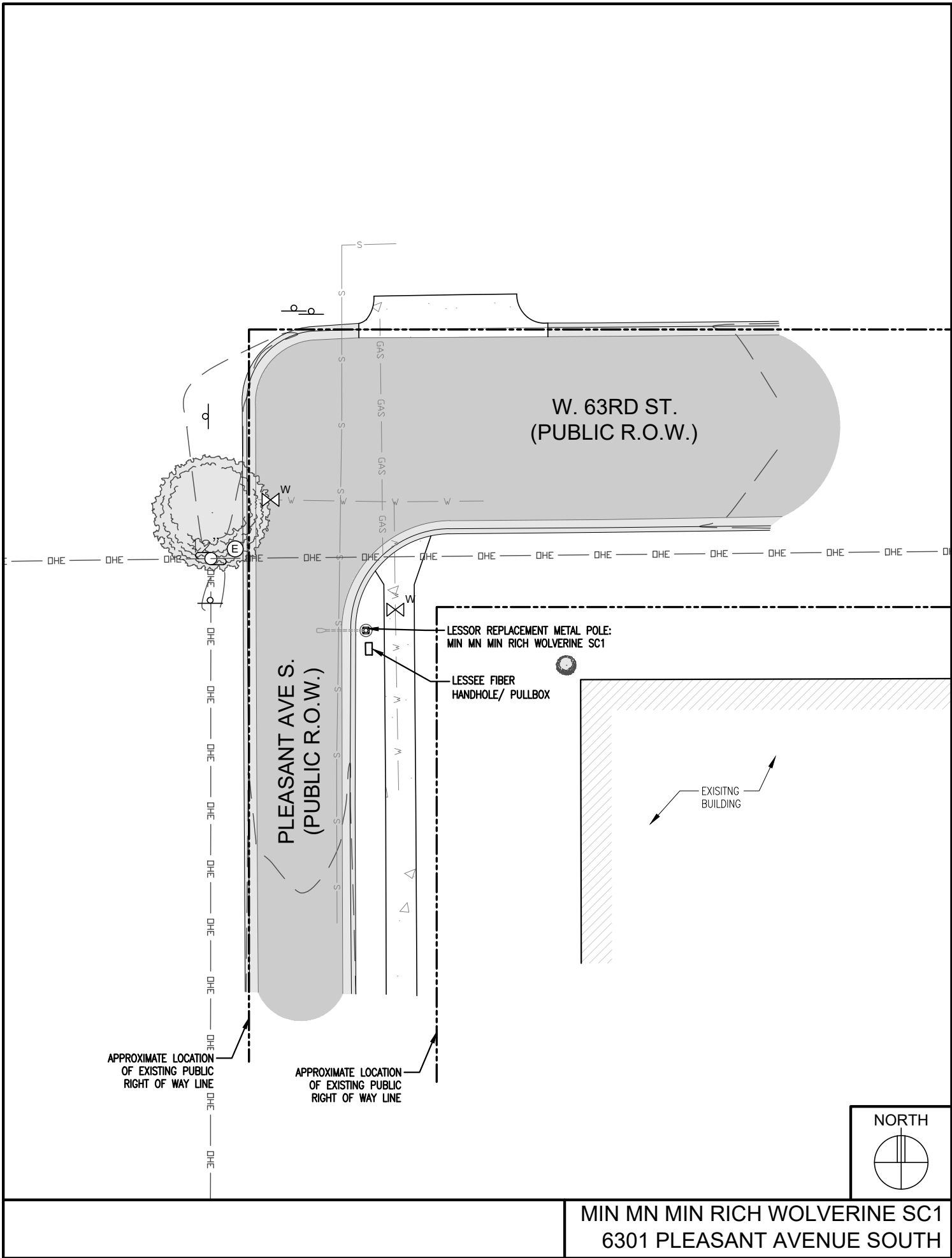
Date: 5/12/2021

TOP OF POLE
30.2' AGL



GROUND ELEVATION
0.0' AGL

MIN MN MIN RICH WOLVERINE SC1
6301 PLEASANT AVENUE SOUTH



MIN MN MIN RICH WOLVERINE SC1
6301 PLEASANT AVENUE SOUTH

**EXHIBIT A
COLLOCATION AGREEMENT SUPPLEMENT**

This Collocation Agreement Supplement (“Supplement”), is made this ____ day of _____, 202_ between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, (“Lessor”) and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (“Lessee”).

1. SMALL WIRELESS FACILITY COLLOCATION AGREEMENT. This

Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between Lessor and Lessee, dated March 24th, 2020, (the “Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. PREMISES. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at 6420 Lyndale Ave. S, Richfield, MN 55423, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. TERM. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. CONSIDERATION. Rent under this Supplement shall be \$175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement

Lessor is not providing electricity pursuant to Paragraph 7 of the Agreement, therefore no annual electrical service fee shall be added to the annual rent due under this Supplement.

5. SITE SPECIFIC TERMS. NONE

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Richfield

By: _____

Name: _____

Its: Mayor

Date: _____

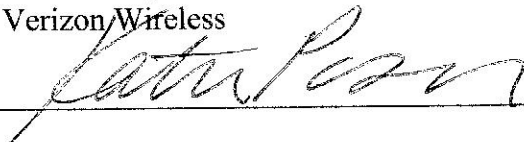
By: _____

Name: _____

Its: City Manager

Date: _____

LESSEE:
Cellco Partnership
d/b/a Verizon Wireless

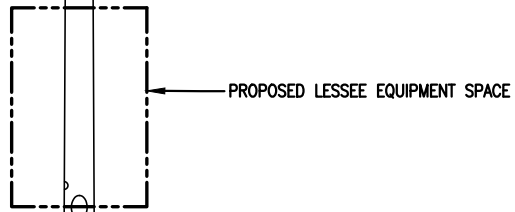
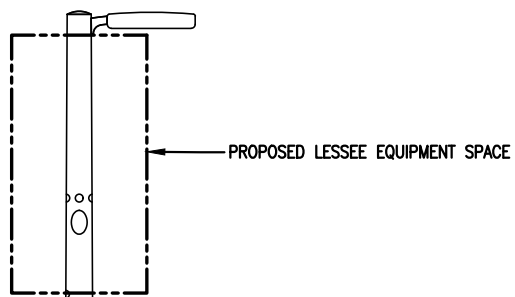
By:  _____

Print Name: Katie Poser

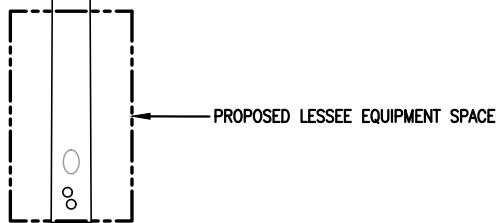
Title: Senior Manager – Implementation & Real Estate

Date: 5/12/2021

TOP OF POLE
36.6' AGL

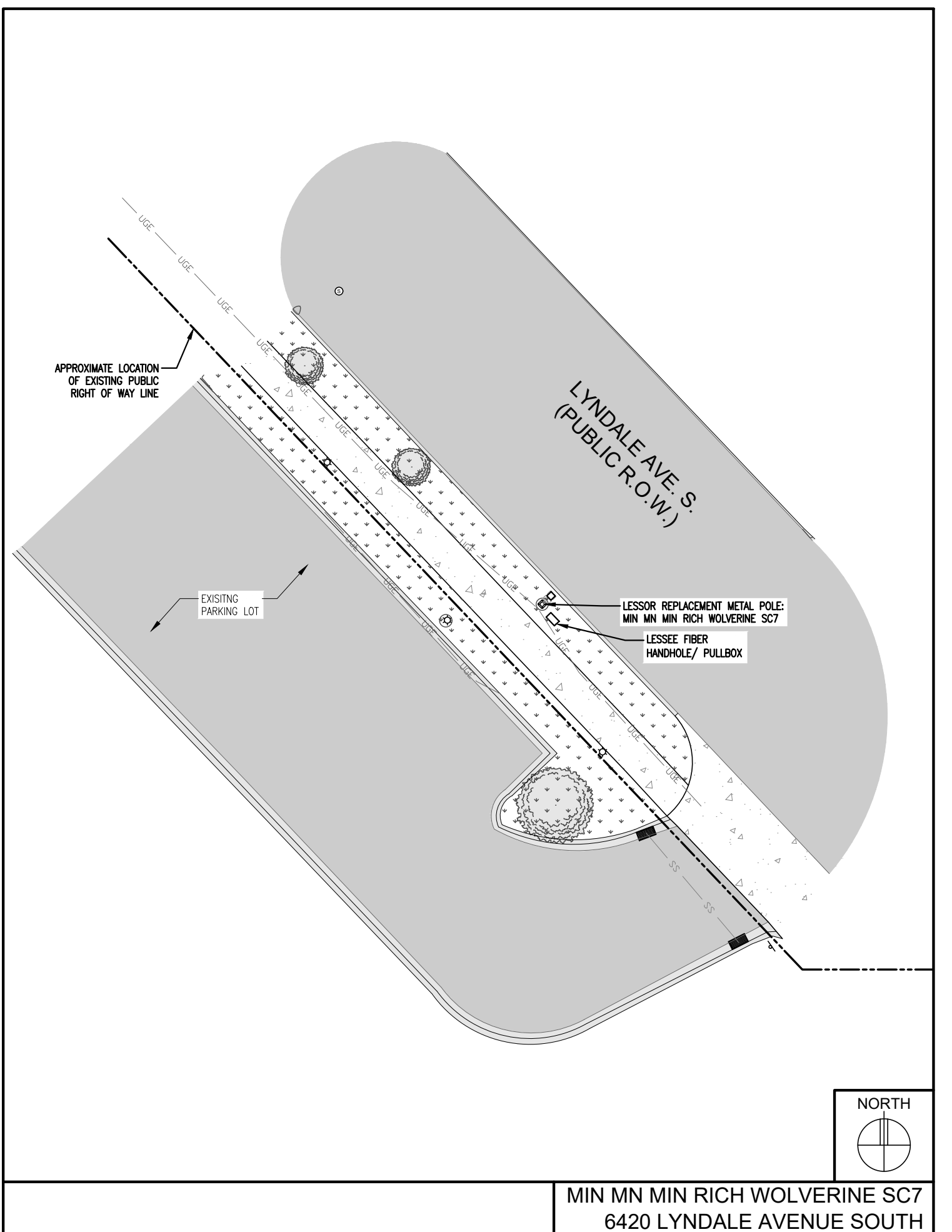


REPLACEMENT LESSOR METAL POLE



GROUND ELEVATION
0.0' AGL

MIN MN MIN RICH WOLVERINE SC7
6420 LYNDALE AVENUE SOUTH



APPROXIMATE LOCATION
OF EXISTING PUBLIC
RIGHT OF WAY LINE

EXISTING
PARKING LOT

LYNDALE AVE. S.
(PUBLIC R.O.W.)

LESSOR REPLACEMENT METAL POLE:
MIN MN MIN RICH WOLVERINE SC7

LESSEE FIBER
HANDHOLE/ PULLBOX

NORTH

MIN MN MIN RICH WOLVERINE SC7
6420 LYNDALE AVENUE SOUTH



STAFF REPORT NO. 79
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/19/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing Cooperative Construction Agreement No. 1032757 between the City of Richfield and the State of Minnesota Department of Transportation (MnDOT) for construction of the 77th Street Underpass Project.

EXECUTIVE SUMMARY:

Cooperative Construction Agreement

The Cooperative Construction Agreement up for consideration is a routine agreement between the City and MnDOT that sets out the terms, conditions and obligations of each party as it relates to the 77th Underpass Project. Cooperative construction agreements are common when infrastructure projects involve multiple agencies or jurisdictions. In addition to the routine terms included in this cooperative agreement, the following items are added as part of this specific project:

- The State will provide construction engineering as a contribution to the project on all aspects of the construction, however, the City will reimburse the State for construction engineering costs associated with non-trunk highway related items (i.e., city utility replacement, park grading).
- Maintenance terms are outlined that include the City taking on maintenance of all non-trunk highway related items. There is a joint powers agreement with the Metropolitan Airports Commission that conveys maintenance related items on their side of TH77 to the MAC.
- Maintenance costs related to a pond within the NE loop of the highways will be shared between the State and the City.

Project Background

Consistent with City Council direction, the Capital Improvement Plan (CIP), and the City's Comprehensive Plan, staff is working towards the construction of the 77th Street Underpass Improvements Project.

The 77th Street underpass will connect 77th Street east and west of Trunk Highway (TH) 77 (Cedar Avenue) to eliminate a gap in the minor reliever network. The project will connect Bloomington and Longfellow Avenues and address regional traffic issues on the I-494 corridor through Richfield and Bloomington. Construction will commence in summer 2021 be ongoing 2022, with final completion in October 2023.

RECOMMENDED ACTION:

By Motion: Adopt the resolution authorizing Cooperative Construction Agreement No. 1032757 between the City of Richfield MnDOT for construction of the 77th Street Underpass Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- See executive summary

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

- Increasing capacity of the I-494 corridor and construction of the 77th Street Underpass are identified in the City's Comprehensive Plan (Chapter 7 - Transportation).
- The construction of the 77th Street Underpass is identified in the City's Capital Improvement Plan and 5-Year Street Reconstruction Plan.
- The resolution authorizing execution of this agreement is required by MnDOT.

C. CRITICAL TIMING ISSUES:

- The advertisement for bids for the project was published in the Sun Current and on Quest CDN on May 20, 2021.
- This agreement with MnDOT must be signed by the City before bids can be opened on June 17, 2021.

D. FINANCIAL IMPACT:

- There is no financial impact to enter into the agreement.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement and will be available at the meeting to address any questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❑ Cover Memo	Cover Memo
❑ Coop. Construction Agreement #1032757	Contract/Agreement
❑ Exhibit A - Surface Item Maintenance	Exhibit
❑ Exhibit B - Drainage Exhibit	Exhibit
❑ Exhibit C - Funding Layout	Exhibit
❑ MAC JPA Maintenance Layout	Backup Material

May 4, 2021

Kristin Asher
Public Works Director
City of Richfield
1901 East 66th St
Richfield MN 55423

RE: Proposed Cooperative Construction Agreement No. 1032757
Between the City of Richfield and the State of Minnesota
SP 2758-82 (TH 77=279)
TH 77 at 77th Street in the City of Richfield
SP 157-108-035 & 157-594-003

Dear Kristin:

Transmitted by email is a proposed agreement with the City of Richfield. This agreement provides for a underpass under TH 77 connecting Bloomington Ave S and Longfellow Ave along 77th St.

Please present this agreement to the City Council for their approval and execution. Given the current circumstances, we are processing documents with digital signatures. Please have the relevant digital signatures affixed to the attached pdf, and return it to me by email. Also required is a pdf copy of a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf, again with the relevant digital signatures. A suggested form of such resolution is also attached.

Note that the Minnesota Department of Transportation, as authorized by Minn. Stat. Ch. 13, will provide, upon request, data that may be classified as other than public. MnDOT requests that the data only be used for the purpose of partnering with MnDOT. Specifically, the data provided by MnDOT, should not be used by local officials making decisions to which the data pertains. The not public data is not for public consumption and requests for the data should be submitted to MnDOT's Data Practices unit (<https://www.dot.state.mn.us/information/datapractices/index.html>). It is MnDOT's goal to provide appropriate information to our partners to assist them in their evaluation of projects and the deliberation may require data that is classified as other than public.

See the attached sheet for suggestions regarding use of digital signatures.

Please return the digitally signed copies of the agreement and resolution to me once they have been executed by the City. An electronic copy will be returned to the City when fully executed.

Kristin Asher
May 4, 2021
Page 2

Please contact me if you have any questions or additional comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Radde", with a stylized, cursive script.

Jason Radde
Cooperative Agreement Project Manager
Metro District State Aid

Attachments: Proposed Agreement
Resolution

ecopy: Malaki Ruranika, MnDOT-Municipal Agreements
Dana Myers, MnDOT-Municipal Agreements
April Crockett, MnDOT-Metro Program Delivery
Andrew Lutaya, MnDOT-Metro Program Delivery
Eric Lauer-Hunt, MnDOT-Metro Traffic Engineering
Greg Kern, MnDOT-Metro Traffic Engineering
John Korth, Waters Edge Office, RTMC Building
Geoff Prelgo, Waters Edge Office, RTMC Building
Colleen Brown, MnDOT-Metro State Aid
Julie Dresel, MnDOT-Metro State Aid (LRIP)
Greg Asche, MnDOT Construction
Rick Reichstadt, MnDOT Construction
Joe Powers, City of Richfield
Nic Hentges, WSB
Michael Nelson-Ostrowski, WSB
Project File

Tips For Applying Digital Signatures:

- The Local Agency resolution should be attached to the pdf before digital signatures begin. Remove the included “suggested form” resolution and replace it with your own version.
- Changes cannot be made to the pdf after the signature process begins, including the addition of pages. Digital signatures get removed if subsequent changes are made. (Printing as a pdf is a workaround, although this “fixes” the signature and removes the digital verification.)
- Do not lock/secure the pdf after digitally signing, otherwise future signatures are prevented. (Print to pdf is a workaround)
- It is suggested that digital signatures should happen after any wet signatures to keep digital signatures “validated.” (Print to pdf is a workaround)
- Digital signatures must happen sequentially on the same pdf,
- With some programs that allow digital signatures, such as DocuSign, the document gets locked and we cannot use the “print to pdf” technique for a workaround.

Please contact us if you have any questions.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF RICHFIELD
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>2758-82</u>	Original Amounts Encumbered
Trunk Highway Number (T.H.):	<u>77=279</u>	<u>\$4,000,000.00</u>
State Project Number (S.P.):	<u>157-108-035</u>	Federal Aid Funds
State Project Number (S.P.):	<u>157-594-003</u>	<u>\$3,200,000.00</u>
Federal Project Number:	<u>STPF 2719(097)</u>	State Match to Federal Aid Funds
City Project Number:	<u>413000</u>	<u>\$800,000.00</u>
Bridge No.:	<u>27R35, 27R36</u>	
Bridge No.:	<u>27R37, 27R38</u>	
Lighting System Feed Point:	<u>"A", "B", and "C"</u>	
Retaining Wall No.:	<u>1, 2, 4, and 5</u>	
Noise Wall No.:	<u>2</u>	

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

Recitals

1. The City will perform grading, bituminous surfacing, retaining walls, noise walls, ADA improvements, lighting, Traffic Management Systems (TMS), Bridge No. 27R35, No. 27R36, No. 27R37, No. 27R38, and Temporary Bridge No. 99208 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 77 located on 77th Street East between Bloomington Avenue South and Longfellow Avenue; located on Trunk Highway No. 77 between 100 Feet north of Trunk Highway No. 494 and 1,520 Feet north of Trunk Highway No. 494 according to City-prepared plans, specifications, and special provisions designated by the City as City Project No. 413000, by the City and State as State Project No. 157-108-035, No. 157-594-003, and by the State as State Project No. 2758-82 (T.H. 77=279) ("Project"); and
2. The City requests the State participate in the costs of the grading, bituminous surfacing, bridge approaches, noise wall, storm sewer, and lighting construction and the State is willing to participate in the costs of said construction; and
3. The State will provide construction engineering as a contribution to the Project. Master Partnership Agreement No. 1032684W04 between the State, the City, and in addition to this Agreement, will address the construction engineering and associated costs that will be reimbursed by the City to the State for non-trunk highway eligible construction; and
4. The State and City will share major maintenance costs for the Northeast Loop Pond based on contributing flow as outlined in this Agreement; and
5. The Federal-Aid funds available to the State for the construction contract are capped upon award of the construction contract and will be paid to the City through the State Aid Finance Office under the Delegated Contract Process on a reimbursable basis after expenses have been incurred; and

6. The State Federal-Aid funds will be paid to the City, up to a capped amount, under the Delegated Contract Process on a reimbursable basis after expenses have been incurred, as set forth in this Agreement; and
7. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
8. Since a portion of the Project is on the National Highway System (NHS) Right-of-Way, the State will perform oversight engineering of that portion of the Project in connection with the construction as required by the Stewardship Plan between the Federal Highway Administration (FHWA) and the State, dated May 2015, to ensure that the Federal-Aid Highway Program is delivered consistent with applicable laws, regulations, and policies and any construction activity undertaken on or affecting the State Trunk Highway system is designed and constructed in accordance with the laws and rules of the State of Minnesota and policies of the Department of Transportation; and
9. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the State Trunk Highway system, and local road improvements connecting to the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 9. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; 17. Force Majeure; and 18. State Bond Financed Property Restrictions.
- 1.4. **Plans, Specifications, and Special Provisions.** State-approved City plans, specifications, and special provisions designated by the City as City Project No. 413000, by the City and State as State Project No. 157-108-035, No. 157-594-003, and by the State as State Project No. 2758-82 (T.H. 77=279) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** The Preliminary Schedule "I", Exhibit "A" – Surface Item Maintenance, Exhibit "B" – Drainage Maintenance, and Exhibit "C" –Funding Layout are attached and incorporated into this Agreement.
- 1.6. **Recitals.** Recitals 1-9 above are hereby incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy State Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or

terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the State Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its State Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.
- 2.5. Utility Relocation.** The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

- 3.1. Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. Bid Documents Furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. Rejection of Bids.** The City may reject, and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

- 3.4. *Contract Terms.*** The City's contract with its construction contractor(s) must include the following terms:
- A.** A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
 - B.** A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
 - C.** A clause stating that any warranties provided by the contractor, for the work performed on the State Trunk Highway, will flow to, and be enforceable by, the State as the owner of such improvements.
- 3.5. *Direction, Supervision, and Inspection of Construction.*** The contract construction will be under the direction of the City; however, the City will utilize the services of a registered professional engineer, to be furnished by the State without cost or expense to the City for State Trunk Highway eligible items, to perform the construction engineering in connection with said contract construction. Provision of such services will not be deemed to make the State a principal or co-principal with respect to liability regarding the contract construction. The City will give the State Aid Engineer at Roseville five days' notice of its intention to start the contract construction.
- 3.6. *Performance of Construction Engineering.*** The State will perform the construction inspection and material inspection for the Project per Master Partnership Agreement No. 1032684W04 according to the Project Plans in the manner currently used by the State and according to the following:
- A.** The State will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the contract.
 - B.** The State's engineer assigned to the contract construction will perform all inspection, control of materials, and associated documentation for the contract construction.
 - C.** At regular intervals after the City's contractor has started the construction, the State will prepare partial estimates of construction costs according to the terms of the construction contract. Immediately after the preparation of each partial estimate, the State's engineer assigned to the contract construction will submit the partial estimate to the City. The State will also prepare the final construction cost data for the contract construction and submit the final construction cost data to the City. The City will be responsible for making payments to the contractor based on the partial estimates and final cost certified by the State's engineer.
 - D.** City and State concurrence must be obtained before the State authorizes change orders that significantly increase their cost. The City will concur with, or object to, authorization of additional work within a reasonable amount of time of notification by the State that additional work is deemed necessary.
 - E.** All changes in the Project Plans and all addenda and change orders must be approved by the State District Engineer's authorized representative. All changes that result in increased costs to the City must be approved by the City in the manner provided for in its Charter and Ordinances enacted pursuant thereto.
- 3.7. *Performance of Oversight Engineering.***
- A.** The State will perform oversight engineering on that portion of the Project involving the construction of Bridge No. 27R35, No. 27R36, No. 27R37, and No. 27R38 on the State's Trunk Highway Right-of-Way as required by the FHWA Stewardship Agreement pertaining to work by local agencies on the NHS.

- B.** Oversight engineering will consist of the following items which impact the NHS:
- i. Review, approve, and provide concurrence of all change orders that pertain to the work on the Interstate Right-of-Way; and
 - ii. Review of documented inspection and materials testing; and
 - iii. Periodic construction inspections; and
 - iv. Review traffic control; and
 - v. Periodically attend weekly meetings; and
 - vi. Review contractor's schedules; and
 - vii. Review/approval of any closures of lanes on the Interstate; and
 - viii. Any other oversight engineering duties required by the FHWA and/or the State.

3.8. Contaminated Soils and Groundwater within the State's Cost Participation Limits.

- A. 24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.9. Completion of Construction. The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.10. Plan Changes. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.11. State Furnished Engineering Services. Upon written request from the City, the State may furnish specific engineering or technical services, pursuant to Minnesota Statutes § 161.39. Such services may be requested and are covered by other technical services agreements related to this Agreement. The City will pay the State to reimburse the State Trunk Highway Fund for the full cost and expense of furnishing such services, upon the State's requests for reimbursement. The costs and expenses will include the current

State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Providing such services will not make the State a principal or co-principal with respect to liability regarding the contract construction.

3.12. Compliance with Laws, Ordinances, and Regulations.

- A. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
- B. City treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.

3.13. Construction Documents Furnished by the City. The City will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the City contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- C. Copies of all construction contract change orders, supplemental agreements, and work orders.
- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "As Built" plan sent to the State Aid Agreements Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and State Trunk Highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the State Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.

- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Richfield to be constructed upon and within the State Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on State Trunk Highway Right-of-Way" (Form 2525).
- 4.5. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.
- 4.6. **Limited Use Permit No. 2758-0208.** The City will obtain, through the District's Right-of-Way Area Manager, Limited Use Permit (LUP), currently LUP No. 2758-0208 to cover the City's liability responsibilities of the trails existing and to be constructed upon the State's Right-of-Way.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Roadways.** Maintenance of Old Cedar Avenue and 77th Street. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices. Exhibit "A" – Surface Item Maintenance will further define the limits of roadway maintenance.
- 5.2. **Storm Sewers.** Routine maintenance of storm sewer facilities construction as shown in Exhibit "B" - Drainage Maintenance. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs. Exhibit "B" – Drainage Maintenance will further define storm sewer responsibilities.
- 5.3. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.4. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

The State will maintain crosswalk markings on the State Trunk Highway at ramps which intersect with City roads.
- 5.5. **Trails.** Maintenance of any trails construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition. Current LUP 2758-0208 will further define the limits and maintenance responsibilities for the trails in State Trunk Highway Right-of-Way.
- 5.6. **Retaining Walls No. 1, 2, 3, 4, and 5.** Maintenance of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe,

usable, and aesthetically acceptable condition. Retaining Wall No. 3 will be owned and maintained by the City. The State will have no cost or maintenance responsibilities for Retaining Wall No. 3.

- 5.7. Noise Wall No. 1 and 2.** Maintenance of the non-highway side of any noise wall construction. Maintenance includes vegetation control, graffiti removal on the non-highway side, and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- 5.8. Lighting.** Maintenance and ownership of any lighting facilities construction as part of this Project excluding lighting on State Trunk Highway ramps under Feed Point No. T3H. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 5.9. Northeast Loop Pond Maintenance.** The State will provide maintenance of the Northeast Loop Pond Basins at the time major maintenance is necessary. The City will share in the costs based on the contributing flow percentage of 37.2 and will be billed by Metro Hydraulics.
- 5.10. Bridge No. 27R35, No. 27R36, No. 27R37, and No. 27R38.** Maintenance and repair of said bridge construction. Maintenance and repair includes, but is not limited to, disposal of litter and debris, appropriate disposal of such material, pavement markings, guardrail, and non-structurally supported signing, graffiti removal, and any other maintenance activities necessary to perpetuate said bridges in a safe, usable, and aesthetically acceptable condition.

The State will own said bridges and is responsible for inspection and structural maintenance of the bridge, concrete bridge approach panels, headwalls, wing walls, concrete surfacing, abutments, and non-ornamental railings.

- 5.11. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "B" - Drainage Area, which is on file in the office of the State's District Hydraulics Unit in Roseville and is attached and incorporated into this Agreement

6. State Cost and Payment by the State

- 6.1. State Cost.** The State's cost for grading, bituminous surfacing, bridge approaches, noise wall, storm sewer, and lighting construction is defined in the construction plan and the attached Schedule "I" and is reflective of the Participation Distribution prepared by the Office of State Aid for Local Transportation.
 - A. Federal-Aid Funds and State Match to the Federal-Aid Funds.** \$3,200,000.00 is the Federal-Aid funded portion and \$800,000.00 is the State Match to the Federal-Aid funds of the State construction cost share and will be paid to the City through the State Aid Finance Office under the Delegated Contract

Process (State Aid Manual, Chapter 5.3). The Federal-aid funds available to the State and State Match to Federal-aid funds will be capped upon award of the construction contract.

- 6.2. *Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the State participation construction shown in Article 6.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.
- 6.3. *Construction Costs Exceeding Encumbered Amount.*** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

- 6.4. *Final Payment by the State.*** Upon completion of all contract construction, the State will prepare a Final Schedule "I" in conjunction with the Delegated Contract Process. The Final Schedule "I" will be based on final quantities and include all State participation construction items cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

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

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Kristin Asher, Public Works Director/City Engineer (or successor)
Address: 1901 East 66th Street, Richfield, MN 55423
Telephone: (612) 861-9795
E-Mail: kasher@richfieldmn.gov

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. *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.
- 8.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims; Insurance

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 9.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

10. Nondiscrimination

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

11. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable United States Department of Transportation (US DOT) Standard Title VI/Non-Discrimination Assurances contained in US 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. The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

12. State Audits

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

13. Government Data Practices

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

14. Telecommunications Certification

By signing this Agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (August 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, 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. The City will include this certification as a flow down clause in any contract related to this Agreement.

15. Governing Law; Jurisdiction; Venue

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

16. Termination; Suspension

16.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

16.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

- 16.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

17. Force Majeure

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

18. State Bond Financed Property Restrictions

- 18.1. *State Grant Agreement Relationship to Project.*** Pursuant to a General Obligation Bond Proceeds Grant Agreement - Construction Grant ("Grant Agreement") to be entered into between the City and State, authorized by Minnesota Laws 2020, 5th Special Session, Ch. 3, Art. 1, Sec. 16, Subd. 12, and Minnesota Laws 2015, First Special Session chapter 5, article 1, section 10, subdivision 7, as amended by Laws 2017, First Special Session chapter 8, article 2, section 32, the City is providing funding for the Project within the area shown in purple and pink and as shown in Exhibit "C" – Funding Layout ("Area"), using State of Minnesota general obligation bond proceeds issued under Article XI, Section 5 (a) of the Minnesota Constitution ("GO Bonds"). The use of the GO Bonds proceeds and the City's use of the Project are further subject to the restrictions, obligations and terms imposed under the Grant Agreement. Portions of the Project are funded by GO Bonds, are not needed for the State Trunk Highway, and are therefore not part of MnDOT's Trunk Highway System. City and State acknowledge that due to the use of GO Bonds to fund the Project, the Commissioner of Minnesota Management and Budget ("MMB") has certain rights in the Project as set forth in the Grant Agreement. The State's interest under the Grant Agreement extends for 37.5 years, as measured from the date of substantial completion of the Project.

City will own the non-trunk highway portions of the Project as the Road Authority pursuant to Minnesota Statutes Chapter 160.

- 18.2. *Modifications, Amendment, Termination.*** Notwithstanding anything to the contrary in this Agreement, State agrees to provide at least ninety (90) days' notice to the Commissioner of MMB, consult with MMB, and make a good faith effort to obtain the Commissioner of MMB's consent before modifying, restating, amending, changing in any way, prematurely terminating, revoking, or cancelling this Agreement, except in the case of: (1) an emergency as determined in State's sole discretion; or (2) a routine amendment to update Project costs or cost participation as construction proceeds. Notwithstanding anything to the contrary in this Agreement, before State terminates or cancels this Agreement due to City's failure to perform any requirements or obligations under this Agreement, State will give written notice of such failure to City and will allow City thirty (30) days to cure such default to State's satisfaction. Notwithstanding anything to the contrary in this Agreement, State will first demand specific performance by City in the event of City's failure to perform any requirements or obligations under this Agreement (for the avoidance of doubt, this provision does not require State to obtain a court order for specific performance). In the event the Agreement is terminated pursuant to Article 17, the City will pay MMB the bond financed share of the Project as required by the Grant Agreement.

The State acknowledges that it has no current plans in the (i) Minnesota State Highway Investment Plan, (ii) Minnesota Capital Highway Investment Plan, and (iii) Minnesota State Transportation Investment Plan that would affect the intended long term use of the Project or require the cancellation of this Agreement.

The State will give the City and MMB notice of any foreclosure by a third party of a voluntary or involuntary lien or encumbrance relating to the Project for which State has knowledge. State shall make a good faith effort to obtain the Commissioner of MMB's consent to any mortgage or voluntary lien on its interest in this Agreement before creating such an interest.

18.3. *Transfer of Property by the State; Cancellation of Agreement by City.* If the State sells or transfers the Area within 37.5 years of the date of substantial completion of the Project, the City will pay MMB the bond financed share of the Project sale as required by the Grant Agreement.

If City determines that the Project no longer serves a government purpose, City will notify MMB and pay to MMB the bond financed share of the Project as required by the Grant Agreement.

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: _____

CITY OF RICHFIELD

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

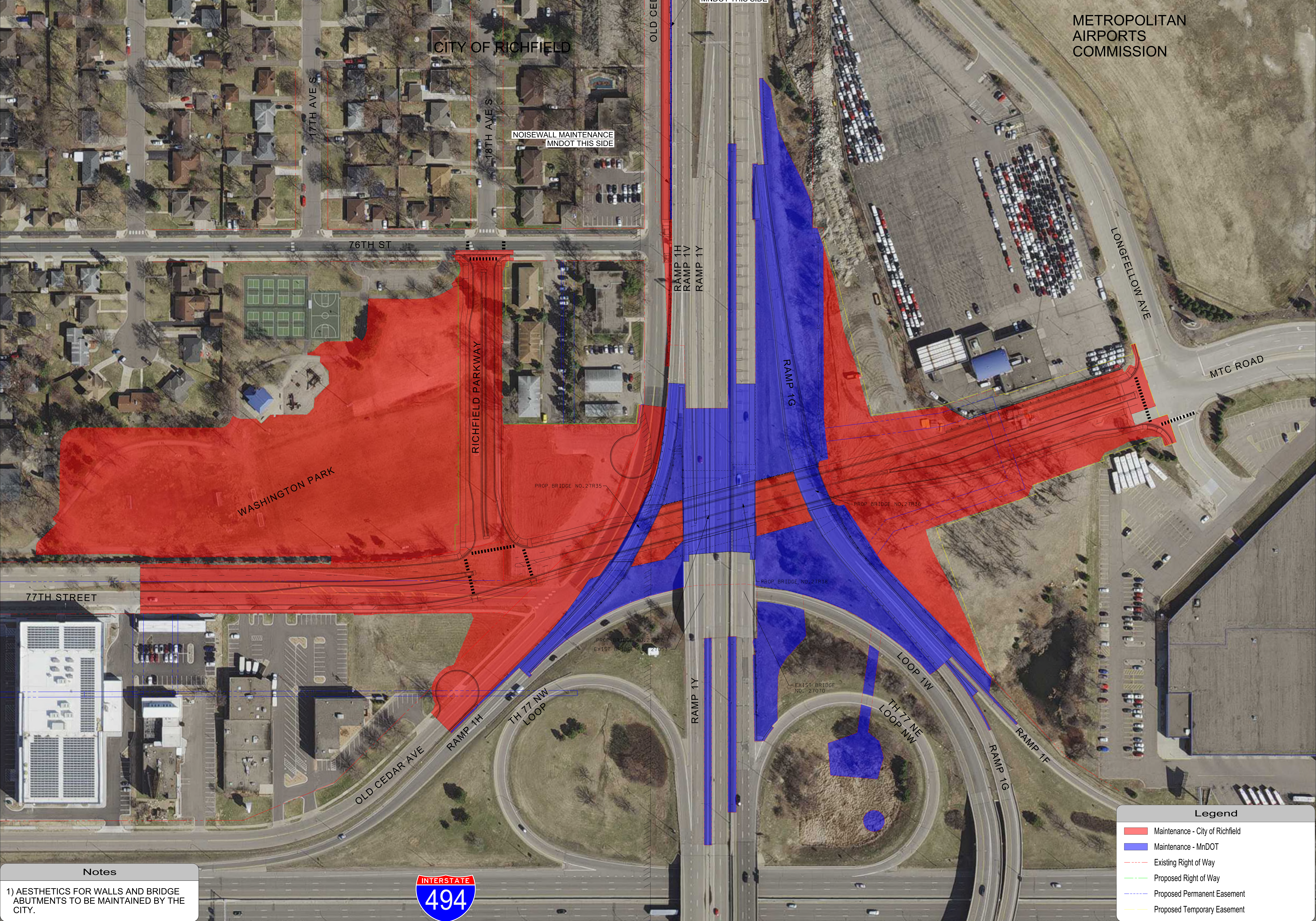
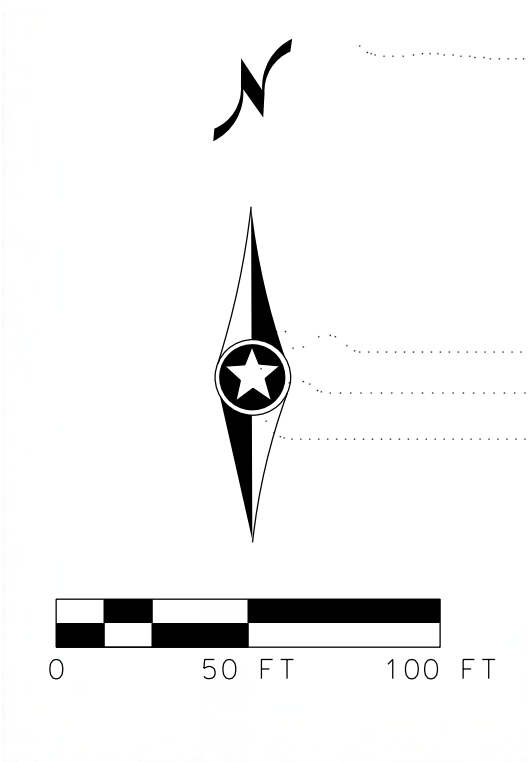
Date: _____

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

EXHIBIT "A"

- Surface Item Maintenance

S.P. 157-108-035 (77TH STREET)
S.P. 2758-82 (TH 77)
DATE: MARCH 2021



Notes

1) AESTHETICS FOR WALLS AND BRIDGE ABUTMENTS TO BE MAINTAINED BY THE CITY.

WARNING!

20" STEEL HIGH PRESSURE GAS MAIN EXISTS ON PROJECT
EXERCISE CAUTION DURING EXCAVATION ACTIVITIES.
REFER TO UTILITY TABULATIONS & IN-PLACE TOPOGRAPHY
AND UTILITIES PLAN SHEETS FOR MORE DETAILS.

PLEASE CONTACT
DEAN NICHOLAS 612-321-5561
FOR QUESTIONS, CONCERNS OR ISSUES.

THE RIGHT OF WAY AND EASEMENTS SHOWN
ON THE CONSTRUCTION SHEETS GIVES A
GRAPHICAL LOCATION WITH RESPECT TO THE
GEOMETRIC DESIGN AND MAP DATA. THE
EXACT RIGHT OF WAY AND BOUNDARY CORNERS
ARE LOCATED BY REFERENCE TO THE RIGHT
OF WAY PLOTS AND ARE IDENTIFIED ON THE
RIGHT OF WAY MAP.

CITY OF RICHFIELD

77TH ST

76TH STREET

SCALE IN FEET
0 50 100

NOTES:
① CONNECTION OF 4" PERF PE PIPE
DRAIN INTO DRAINAGE STRUCTURE
IS INCIDENTAL


GENERAL NOTES:
1. SEE SHEETS 260 - 270 FOR
DRAINAGE STRUCTURE AND PIPE
TABULATIONS
2. SEE SHEET 271 FOR THE CASTING
TABULATION
3. SEE STAGING AND TRAFFIC CONTROL
PLAN AND SPECIFICATIONS TO
COORDINATE STORM SEWER
CONSTRUCTION
4. SEE SHEETS 272 - 281 FOR
DRAINAGE DETAILS
5. SEE SHEETS 179 - 181 FOR
SUPER ELEVATION
6. SEE SHEETS 151 - 153 FOR
INPLACE TOPOGRAPHY & UTILITIES PLAN

LEGEND

- MANHOLE
- APRON
- CATCH BASIN
- RIPRAP
- STORM SEWER PIPE
- STRUCTURE NO.
- DRAINAGE DIRECTION
- GUIDE POST TYPE B
- DRAINTILE
- SANITARY SEWER PIPE
- WATERMAIN PIPE
- INPLACE MANHOLE
- INPLACE CATCH BASIN
- INPLACE STORM SEWER PIPE
- INPLACE SANITARY SEWER PIPE
- INPLACE WATERMAIN PIPE

[] MnDOT Maintenance
[] City of Richfield
Agreement No.1032757
Exhibit A - Drainage Maintenance Sheet 1 of 6

NO.	DATE	BY	CHK	REVISIONS

Design By:	TAW	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Plan By:	JDR	
Checked By:	EAE	
Approved By:	EAE	
CERTIFIED BY:		LICENSE NO. 44235
DATE:	11/20/2020	

wsb

Richfield

77th Street Underpass
77th Street at Trunk Highway 77
City of Richfield, Minnesota

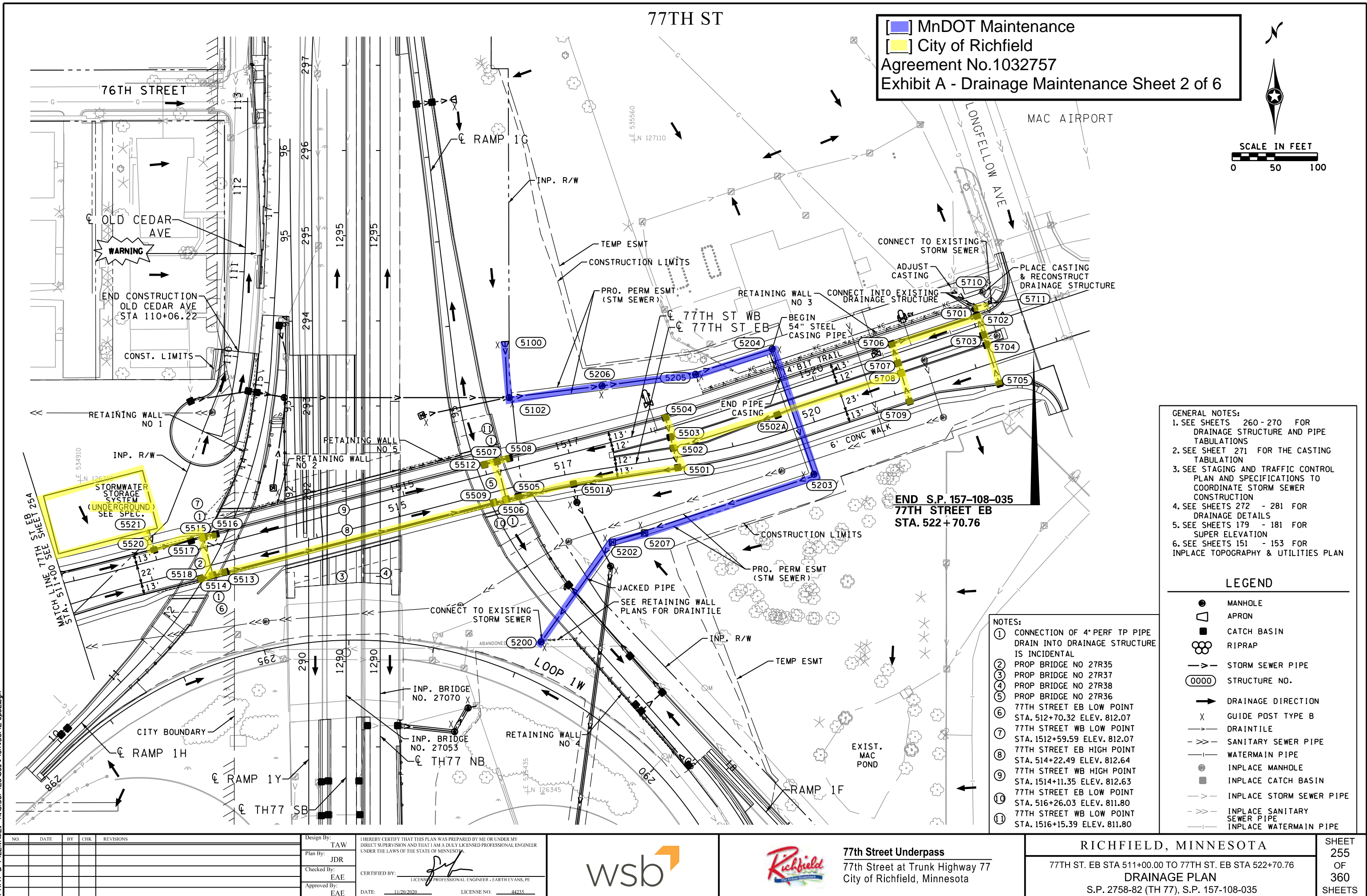
RICHFIELD, MINNESOTA

77TH ST. EB STA 503+34.09 TO 77TH ST. EB STA 511+00.00
DRAINAGE PLAN
S.P. 2758-82 (TH 77), S.P. 157-108-035

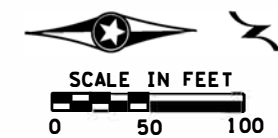
SHEET
254
OF
360
SHEETS

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DATE: 11/22/2020 8:02:53 PM
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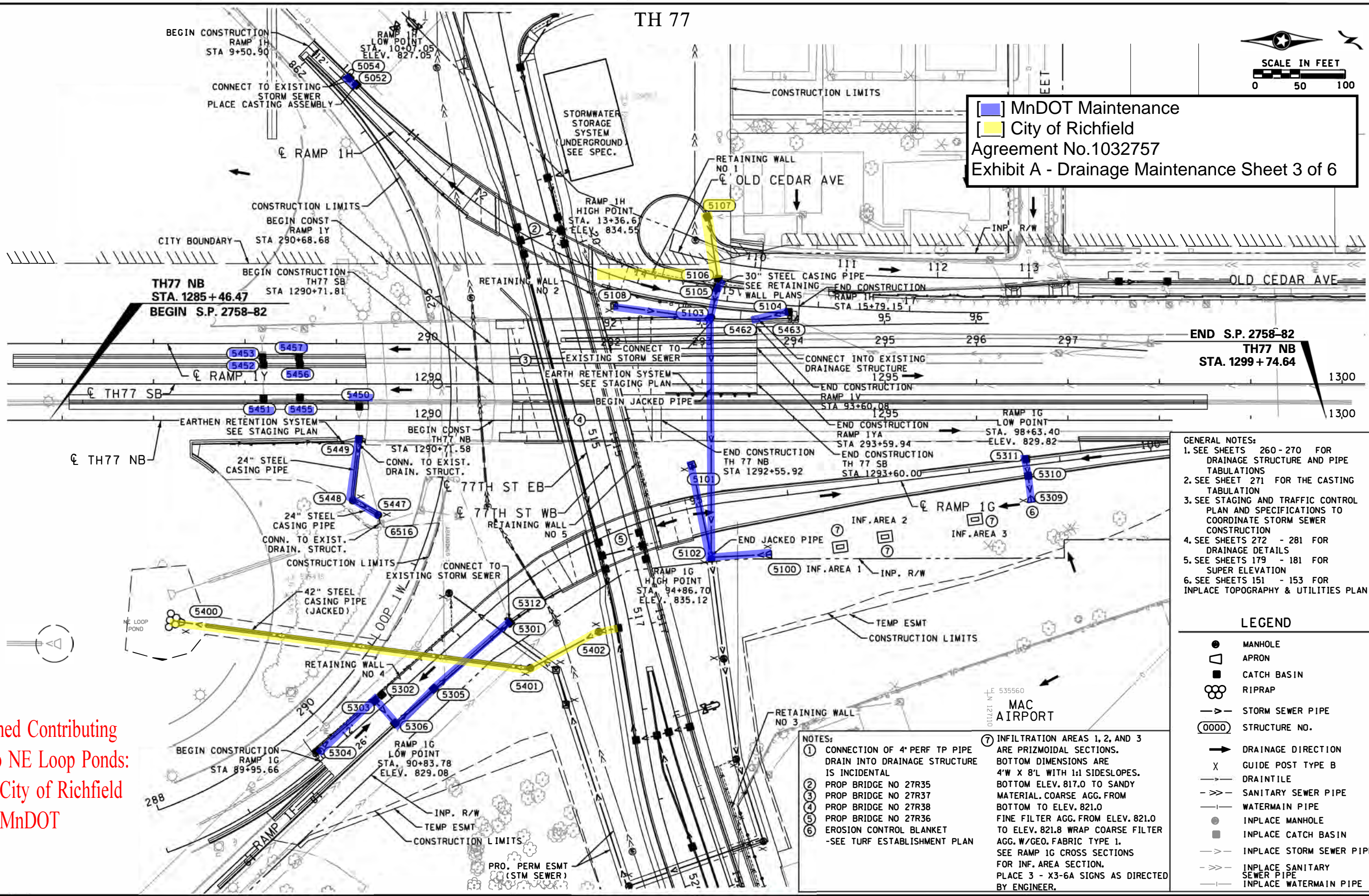


TH 77



[Blue] MnDOT Maintenance
[Yellow] City of Richfield
Agreement No.1032757
Exhibit A - Drainage Maintenance Sheet 3 of 6

Combined Contributing
Area to NE Loop Ponds:
37.2% City of Richfield
62.8% MnDOT



- GENERAL NOTES:
1. SEE SHEETS 260 - 270 FOR DRAINAGE STRUCTURE AND PIPE TABULATIONS
 2. SEE SHEET 271 FOR THE CASTING TABULATION
 3. SEE STAGING AND TRAFFIC CONTROL PLAN AND SPECIFICATIONS TO COORDINATE STORM SEWER CONSTRUCTION
 4. SEE SHEETS 272 - 281 FOR DRAINAGE DETAILS
 5. SEE SHEETS 179 - 181 FOR SUPER ELEVATION
 6. SEE SHEETS 151 - 153 FOR INPLACE TOPOGRAPHY & UTILITIES PLAN

LEGEND

- MANHOLE
- APRON
- CATCH BASIN
- RIPRAP
- STORM SEWER PIPE
- STRUCTURE NO.
- DRAINAGE DIRECTION
- GUIDE POST TYPE B
- DRAINTILE
- SANITARY SEWER PIPE
- WATERMAIN PIPE
- INPLACE MANHOLE
- INPLACE CATCH BASIN
- INPLACE STORM SEWER PIPE
- INPLACE SANITARY SEWER PIPE
- INPLACE WATERMAIN PIPE

- NOTES:
1. CONNECTION OF 4" PERF TP PIPE DRAIN INTO DRAINAGE STRUCTURE IS INCIDENTAL
 2. PROP BRIDGE NO 27R35
 3. PROP BRIDGE NO 27R37
 4. PROP BRIDGE NO 27R38
 5. PROP BRIDGE NO 27R36
 6. EROSION CONTROL BLANKET -SEE TURF ESTABLISHMENT PLAN
 7. INFILTRATION AREAS 1, 2, AND 3 ARE PRIZMOIDAL SECTIONS. BOTTOM DIMENSIONS ARE 4'W X 8'L WITH 1:1 SIDESLOPES. BOTTOM ELEV. 817.0 TO SANDY MATERIAL. COARSE AGG. FROM BOTTOM TO ELEV. 821.0 FINE FILTER AGG. FROM ELEV. 821.0 TO ELEV. 821.8 WRAP COARSE FILTER AGG. W/GEO. FABRIC TYPE 1. SEE RAMP 1G CROSS SECTIONS FOR INF. AREA SECTION. PLACE 3 - X3-6A SIGNS AS DIRECTED BY ENGINEER.

DATE: 11/23/2020 3:49:47 PM
PATH & FILENAME: K:\0301-420\CorPlan\3042-dp03.dgn

NO.	DATE	BY	CHK	REVISIONS

Design By: TAW
Plan By: JDR
Checked By: EAE
Approved By: EAE

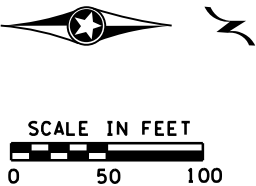
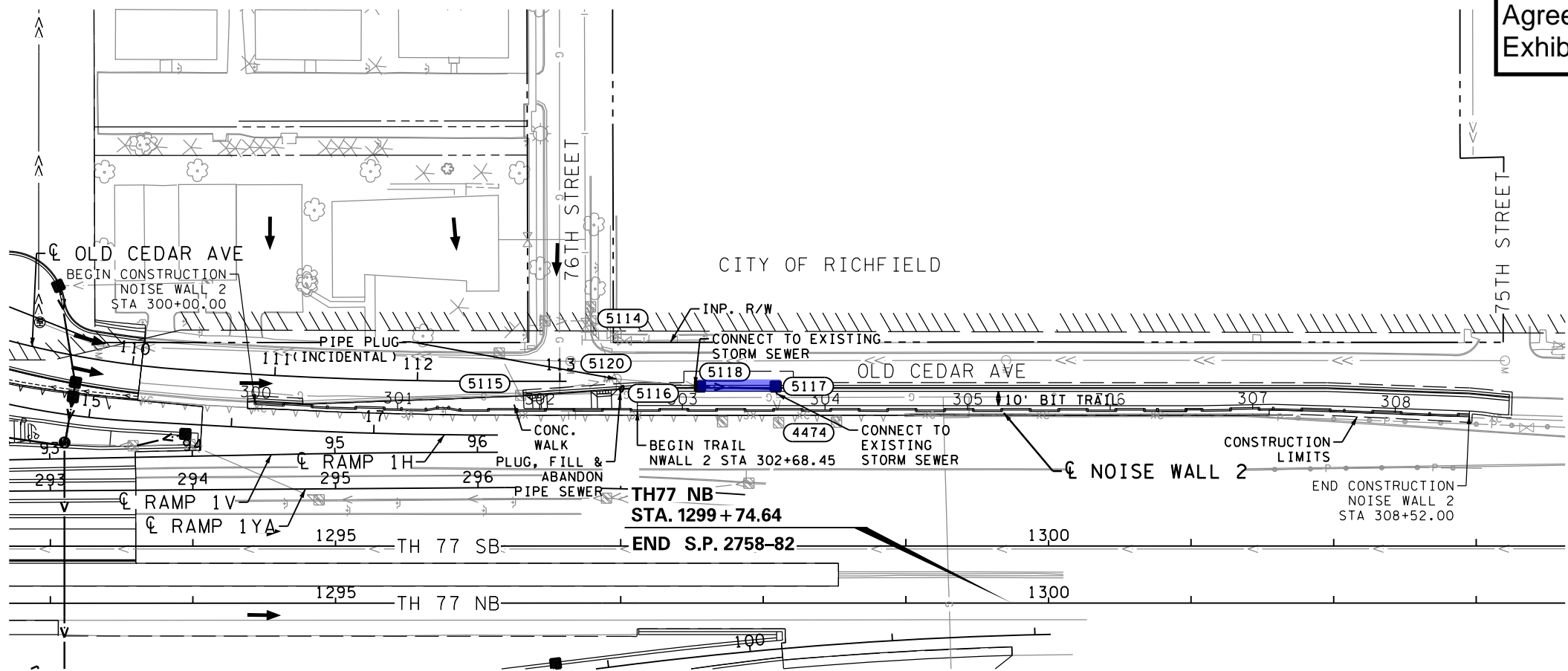
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CERTIFIED BY: [Signature]
LICENSED PROFESSIONAL ENGINEER - EARTH EVANS, PE
DATE: 11/20/2020 LICENSE NO. 44235



77th Street Underpass
77th Street at Trunk Highway 77
City of Richfield, Minnesota

RICHFIELD, MINNESOTA	SHEET 256 OF 360 SHEETS
T.H. 77 NB STA 1285+46.47 TO T.H. 77 NB STA 1299+74.64	
DRAINAGE PLAN	
S.P. 2758-82 (TH 77), S.P. 157-108-035	



- GENERAL NOTES:
1. SEE SHEETS 260 - 270 FOR DRAINAGE STRUCTURE AND PIPE TABULATIONS
 2. SEE SHEET 271 FOR THE CASTING TABULATION
 3. SEE STAGING AND TRAFFIC CONTROL PLAN AND SPECIFICATIONS TO COORDINATE STORM SEWER CONSTRUCTION
 4. SEE SHEETS 272 - 281 FOR DRAINAGE DETAILS
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LEGEND

- MANHOLE
- APRON
- CATCH BASIN
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- STORM SEWER PIPE
- STRUCTURE NO.
- DRAINAGE DIRECTION
- GUIDE POST TYPE B
- DRAINTILE
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- WATERMAIN PIPE
- INPLACE MANHOLE
- INPLACE CATCH BASIN
- INPLACE STORM SEWER PIPE
- INPLACE SANITARY SEWER PIPE
- INPLACE WATERMAIN PIPE

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NO.	DATE	BY	CHK	REVISIONS

Design By:	TAW	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. LICENSED PROFESSIONAL ENGINEER - EARTH EVANS, PE	
Plan By:	JDR		
Checked By:	EAE		
Approved By:	EAE		
CERTIFIED BY:		DATE: 11/20/2020	LICENSE NO. 44235



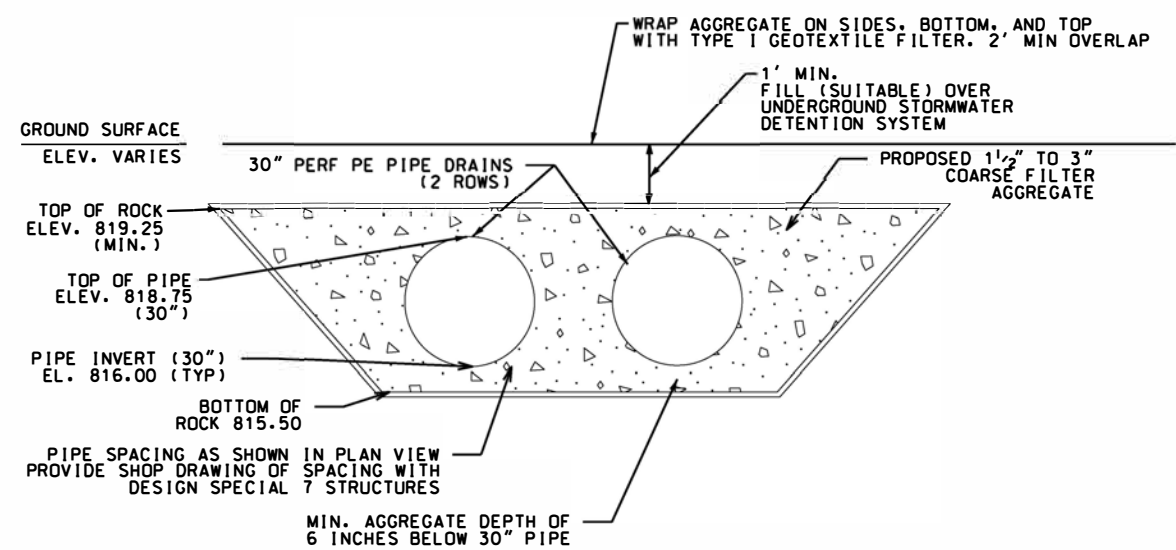
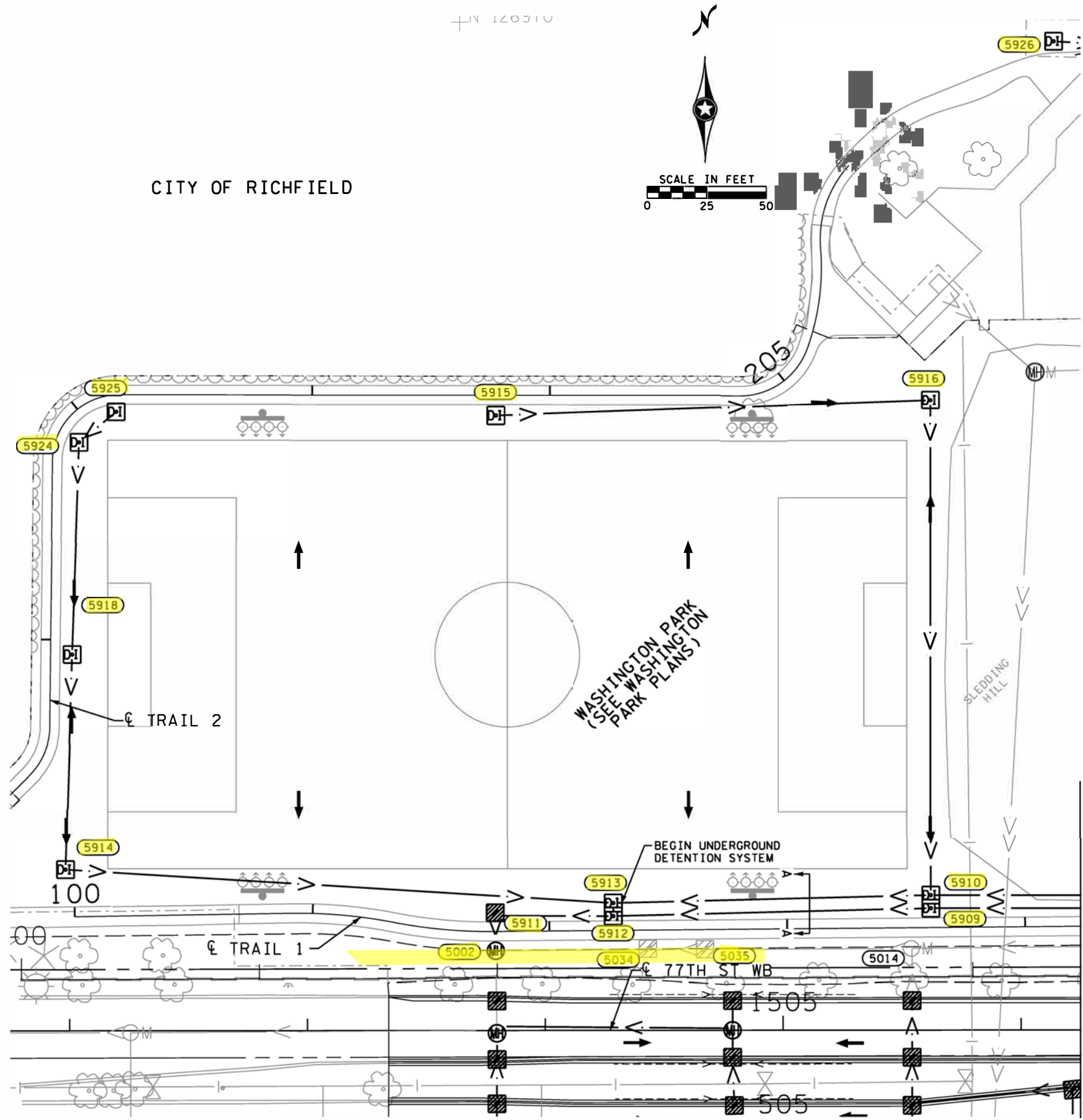
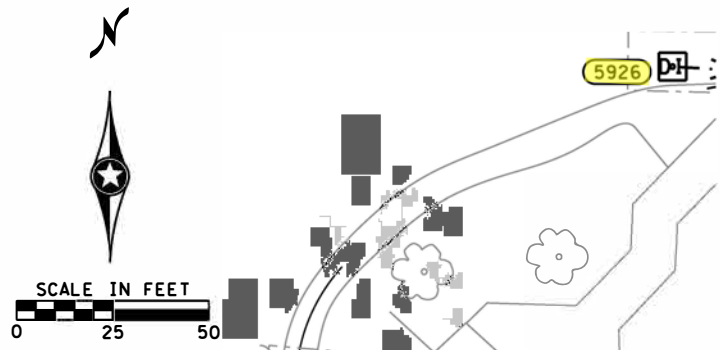
77th Street Underpass
77th Street at Trunk Highway 77
City of Richfield, Minnesota

RICHFIELD, MINNESOTA

OLD CEDAR AVE
DRAINAGE PLAN
S.P. 2758-82 (TH 77), S.P. 157-108-035

SHEET
257
OF
360
SHEETS

CITY OF RICHFIELD



NOTE:
DIAMETERS OF ALL PIPES ARE INTERNAL DIAMETERS

MnDOT Maintenance

City of Richfield

Agreement No.1032757

Exhibit A - Drainage Maintenance Sheet 5 of 6

DATE: 11/22/2020 8:02:57 PM
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NO.	DATE	BY	CHK	REVISIONS

Design By: TAW
Pl an By: JDR
Checked By: EAE
Approved By: EAE

1 HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
CERTIFIED BY:
LICENSED PROFESSIONAL ENGINEER - EARTH EVANS, PE
DATE: 11/20/2020 LICENSE NO. 44235

77th Street Underpass
77th Street at Trunk Highway 77
City of Richfield, Minnesota

RICHFIELD, MINNESOTA

77TH ST. EB STA 503+34.09 TO 77TH ST. EB STA 506+25.00

DRAINAGE PLAN

S.P. 2758-82 (TH 77), S.P. 157-108-035

SHEET 258 OF 360 SHEETS

SCALE IN FEET
0 25 50

GROUND SURFACE
ELEV. VARIES

TOP OF ROCK
ELEV. 819.25
(MIN.)

TOP OF PIPE
ELEV. 818.75
(30")

PIPE INVERT (30")
EL. 816.00 (TYP)

BOTTOM OF
ROCK 815.50

PIPE SPACING AS SHOWN IN PLAN VIEW
PROVIDE SHOP DRAWING OF SPACING WITH
DESIGN SPECIAL 7 STRUCTURE
& 30" PIPE SPACING

MIN. AGGREGATE DEPTH OF
6 INCHES BELOW 30" PIPE

SECTION A-A

GROUND SURFACE
ELEV. VARIES

TOP OF ROCK
ELEV. 819.25
(MIN.)

TOP OF PIPE
ELEV. 818.75
(30")

PIPE INVERT (30")
EL. 816.00

BOTTOM OF
ROCK 815.50

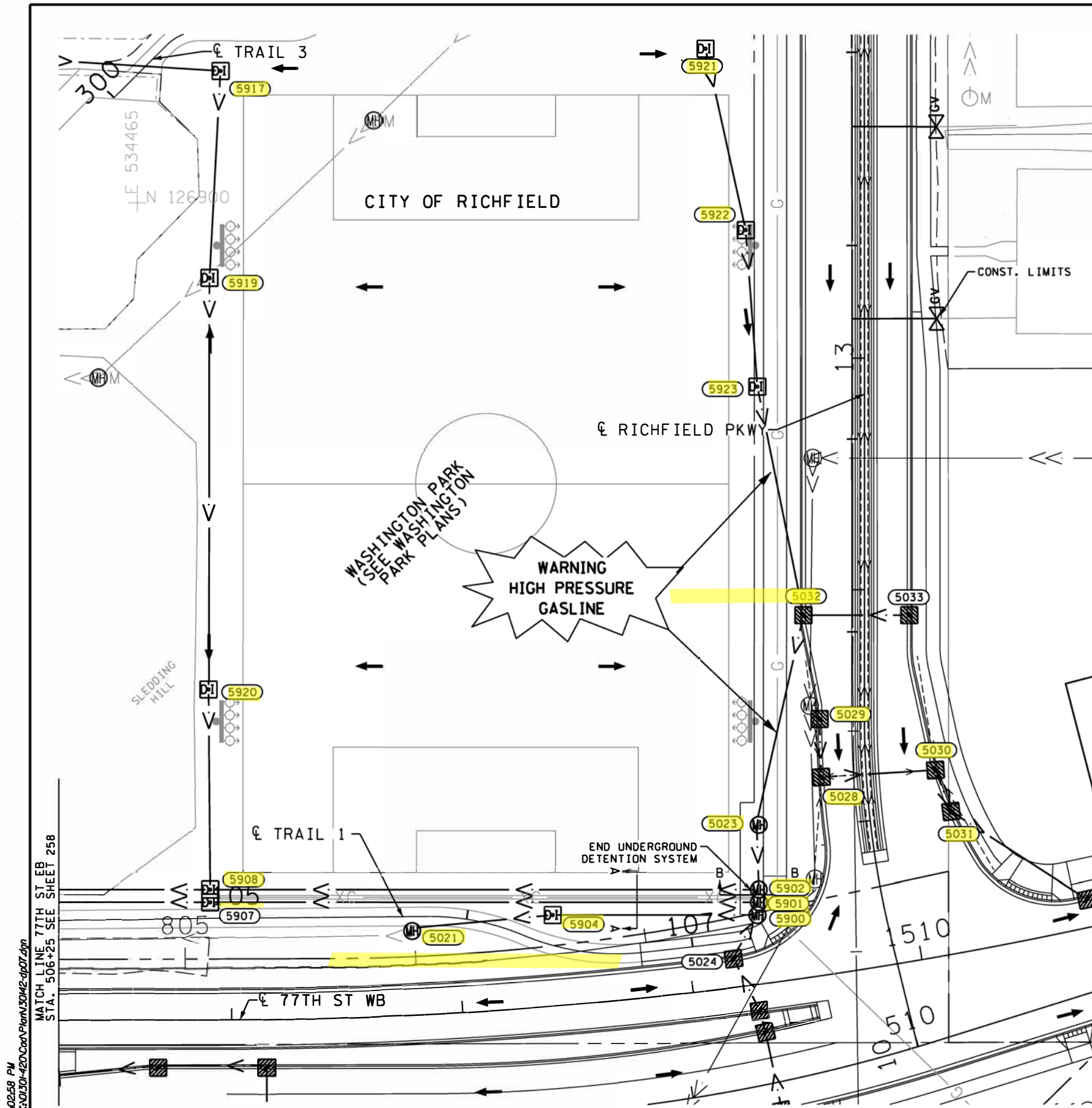
PIPE SPACING AS SHOWN IN PLAN VIEW
PROVIDE SHOP DRAWING OF SPACING WITH
36" x 30" TEE SPACING

TREATMENT ROW (36" MIN. HEIGHT)
PIPE RUN FROM 5900 TO 5902
PIPE INV. (36") 815.50
WRAP W/ GEOTEXTILE FILTER
TYPE 1

MIN. AGGREGATE DEPTH OF
6 INCHES BELOW 36" PIPE

SECTION B-B

NOTE:
DIAMETERS OF ALL PIPES ARE INTERNAL DIAMETERS



DATE: 11/22/2020 8:02:58 PM
PATH & FILENAME: K:\01301-420\000\Plan\01301-420.dgn

NO.	DATE	BY	CHK	REVISIONS

Design By: TAW
Planned By: JDR
Checked By: EAE
Approved By: EAE

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

CERTIFIED BY: *[Signature]*
LICENSED PROFESSIONAL ENGINEER - BARTH (EVANS), PE
DATE: 11/22/2020 LICENSE NO. 44235



77th Street Underpass
77th Street at Trunk Highway 77
City of Richfield, Minnesota

RICHFIELD, MINNESOTA
77TH ST. EB STA 506+25.00 TO 77TH ST. EB STA 511+00.00
DRAINAGE PLAN
S.P. 2758-82 (TH 77), S.P. 157-108-035

SHEET
259
OF
360
SHEETS

77th Street Improvements Roadway

S.P. 157-108-035 (77TH STREET)
S.P. 2758-82 (TH 77)
DATE: February 2021



CITY OF RICHFIELD

METROPOLITAN AIRPORTS COMMISSION

77TH STREET

75TH STREET

17TH AVE S

18TH AVE S

76TH STREET

16TH AVE S

OLD CEDAR AVE

RAMP 1V
TH77 SB

TH77 NB

RAMP 1G

LONGFELLOW AVE

MTC ROAD

RAMP 1H

RAMP 1Y

LOOP 1W

Notes

- 1) Temporary construction funding is eligible for Federal, State Match
- 2) Items impacted by construction in Washington Park shall be eligible for Federal, MSAS if replaced in kind. Otherwise item is local funded.



Legend

- Eligible for Federal, MSAS
- Eligible for Federal, LRIP
- Eligible for Federal, LRIP - Bridge
- Eligible for Federal, State Match
- Eligible for Federal, Local
- Storm Sewer Funding Sources: Federal / MSAS
- Storm Sewer Funding Sources: Federal / LRIP
- Storm Sewer Funding Sources: Federal / State Match
- City Sanitary Sewer Funding Sources: Federal / MSAS
- City Watermain Funding Sources: Federal / MSAS
- City Watermain Funding Sources: Local
- Existing Right of Way
- Proposed Right of Way
- Permanent Easement
- Temporary Easement

77th Street Improvements Roadway

S.P. 157-108-035 (77TH STREET)

S.P. 2758-82 (TH 77)

DATE: February 2021



CITY OF RICHFIELD

METROPOLITAN AIRPORTS COMMISSION

75TH STREET

17TH AVE S

18TH AVE S

76TH STREET

16TH AVE S

OLD CEDAR AVE

RAMP 1V

TH77 SB

TH77 NB

RAMP 1G

LONGFELLOW AVE

MTC ROAD

77TH STREET

RAMP 1H

RAMP 1Y

LOOP 1W

Legend

- Eligible for Federal, MSAS
- Eligible for Federal, LRIP
- Eligible for Federal, LRIP - Bridge
- Eligible for Federal, State Match
- Eligible for Federal, Local
- Storm Sewer Funding Sources: Federal / MSAS
- Storm Sewer Funding Sources: Federal / LRIP
- Storm Sewer Funding Sources: Federal / State Match
- City Sanitary Sewer Funding Sources: Federal / MSAS
- City Watermain Funding Sources: Federal / MSAS
- City Watermain Funding Sources: Local
- Existing Right of Way
- Proposed Right of Way
- Permanent Easement
- Temporary Easement

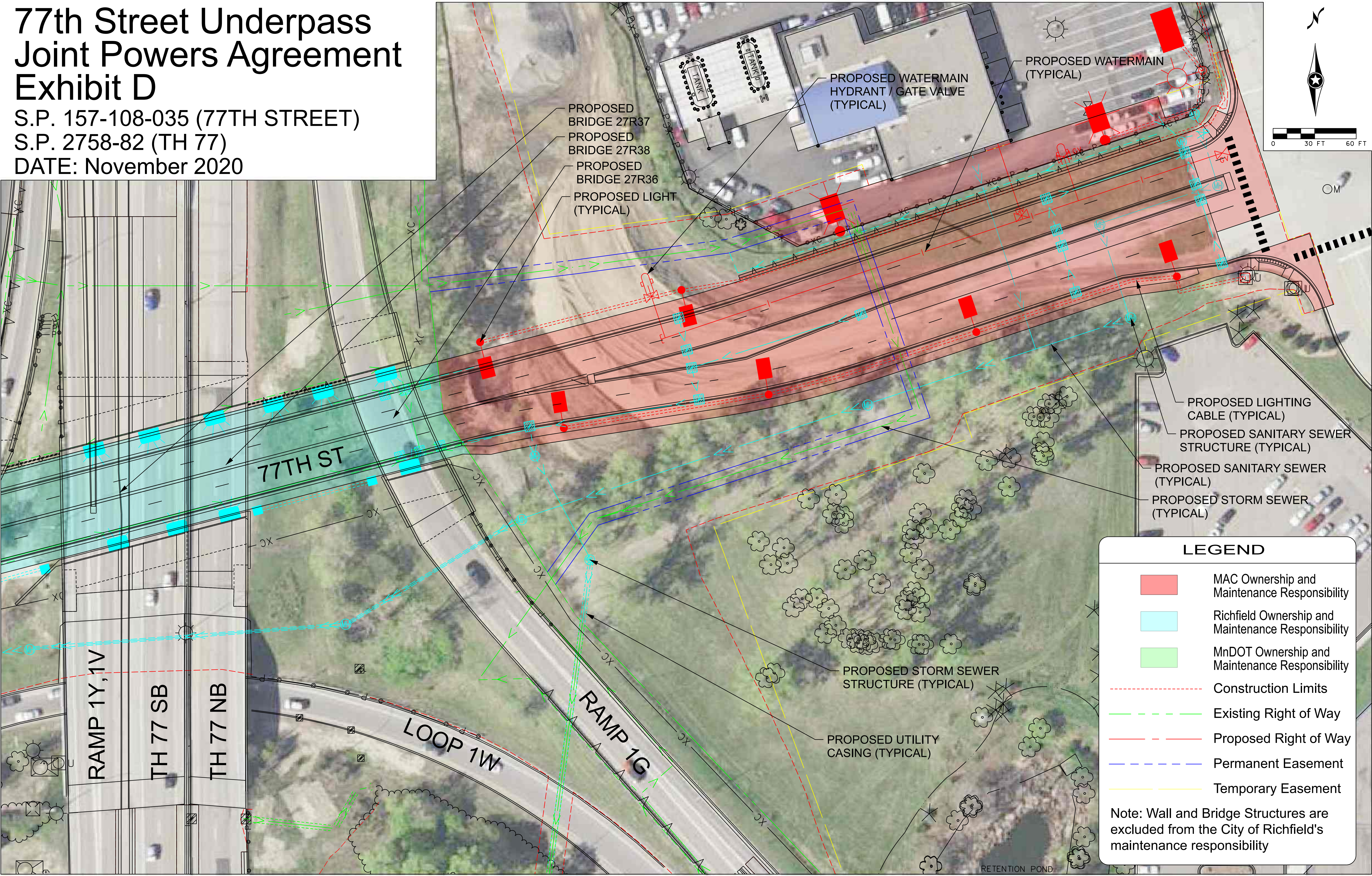
Notes

- 1) Temporary construction funding is eligible for Federal, State Match
- 2) Items impacted by construction in Washington Park shall be eligible for Federal, MSAS if replaced in kind. Otherwise item is local funded.



77th Street Underpass Joint Powers Agreement Exhibit D

S.P. 157-108-035 (77TH STREET)
S.P. 2758-82 (TH 77)
DATE: November 2020





STAFF REPORT NO. 80
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
5/19/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Conduct a public hearing and consider approval of the second reading of a transitory ordinance vacating a portion of 5th Avenue right-of-way south of 71st Street.

EXECUTIVE SUMMARY:

In conjunction with land use approvals related to building renovations to Hope Presbyterian Church (7132 Portland Avenue South), the Church is requesting to vacate a portion of 5th Avenue south of 71st Street and north of the Church property. The vacation would fulfill one of the conditions of said approval, imposed so that the improvements achieve compliance with setback requirements.

The portion of street right-of-way proposed for vacation currently contains a paved surface functioning as a driveway for the church. This portion of the street easement does not provide access to property adjoining the church. Accordingly, staff finds that the proposed vacation would not be contrary to the public interest.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion: Approve a second reading of a transitory ordinance vacating a portion of 5th Avenue right-of-way south of 71st Street

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Hope Presbyterian Church has existed as a congregation since 1954. Currently this facility has Conditional Use Permits for programs such as a high school, a Montessori School, an adult daycare, a preschool, and after-school programs.
- In 2020, an amendment to the Conditional Use Permit was approved to allow a building renovation and site improvements. A condition of said approval required that a portion of 5th Avenue at the northern boundary of the site be vacated prior to issuance of a building permit.
- A first reading of the proposed transitory ordinance was conducted at the May 11, 2021 City Council meeting.

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

- The Council may by ordinance vacate a street, alley, public grounds, or a part thereof, on its own motion or upon the petition of the owners half of the land abutting the street, alley, public grounds,

or part thereof to be vacated. No vacation may be made unless it appears in the interest of the public to do so.

- Public utility companies are given the opportunity to review the proposed vacation. A blanket utility and drainage easement will be dedicated over the entire area to be vacated.

C. CRITICAL TIMING ISSUES:

A petition for the proposed vacation was deemed complete on March 11, 2021. Since this request is not reviewed under provisions of the zoning code the 60-day rule is not applicable.

D. FINANCIAL IMPACT:

The application processing fee has been paid.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the proposed vacation.
- Notice of the public hearing was published in the Sun Current newspaper, as required.

ALTERNATIVE RECOMMENDATION(S):

Deny a second reading, finding that the vacation would not be in the public interest. It should be noted that the approval for Hope Church's building expansion required that this portion of right-of-way be vacated to comply with setback requirements.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Keith Koenig, Hope Church; Benton Ford, P.E., Rehder & Associates, Inc.

ATTACHMENTS:

Description	Type
❑ Ordinance - Vacate 5th Ave	Ordinance
❑ Proposed Vacation Area	Exhibit
❑ Building Addition Site Plan	Exhibit

BILL NO. _____

TRANSITORY ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF FIFTH AVENUE SOUTH

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1: A portion of Fifth Avenue South in the City of Richfield abuts that certain real property located at 7132 Portland Ave S. Richfield MN (the “**Property**”) and said portion of Fifth Avenue South is as legally described on the attached **Exhibit A** and is as further depicted on the attached **Exhibit B** (the “**Subject Street**”).

Sec. 2: The City Council approved certain development plans for the Property on August 20, 2021 (the “**Development Resolution**”). As part of the zoning approvals for the proposed building addition as contemplated within the Development Resolution the Subject Street is required to be vacated.

Sec. 3: The Subject Street is not required for access to the abutting properties.

Sec. 4: The Subject Street does not contain any public facilities that would be adversely affected by the vacation of the Subject Street.

Sec. 5: The City has notified the service providers for gas, electric, telephone and cable communication services of the proposed vacation; the following facilities are reported to be located in the Subject Street: cable.

Sec. 6: The Council finds that there is not a public need for the Subject Street and is instead necessary as the approved building addition would not otherwise be in compliance with city setback requirements.

Sec. 7: The street easement vacation is conditioned upon preparation and execution of a utility and drainage easement over the entire area to be vacated.

Sec. 8: The City of Richfield held the first reading of this Ordinance on May 11, 2021 and the second reading on May 25, 2021. Legal notice was published in the City’s official newspaper as required by ordinance.

Sec. 9: This ordinance shall be effective, and the Subject Street vacated, on the day following publication pursuant to Sections 3.09 and 5.01 of the City Charter.

Sec. 10: The City Clerk is directed to prepare a certificate of completion of vacation proceedings and to record the vacation in the office of the Hennepin County Registrar of Titles or Hennepin County Recorder, as appropriate.

Passed by the City Council of the City of Richfield, Minnesota this 25th day of May, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

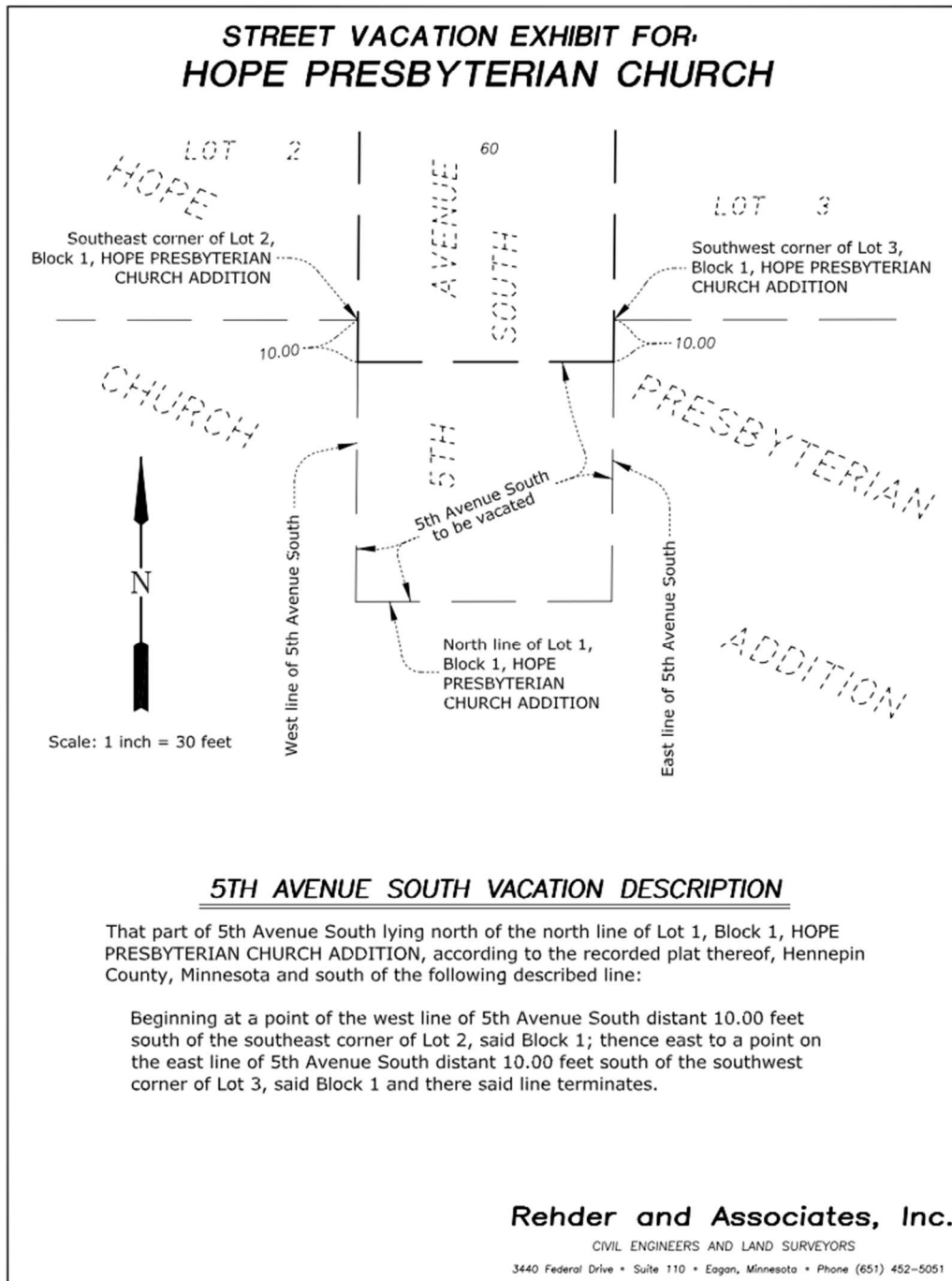
Kari Sinning, Acting City Clerk

EXHIBIT A
The Subject Street

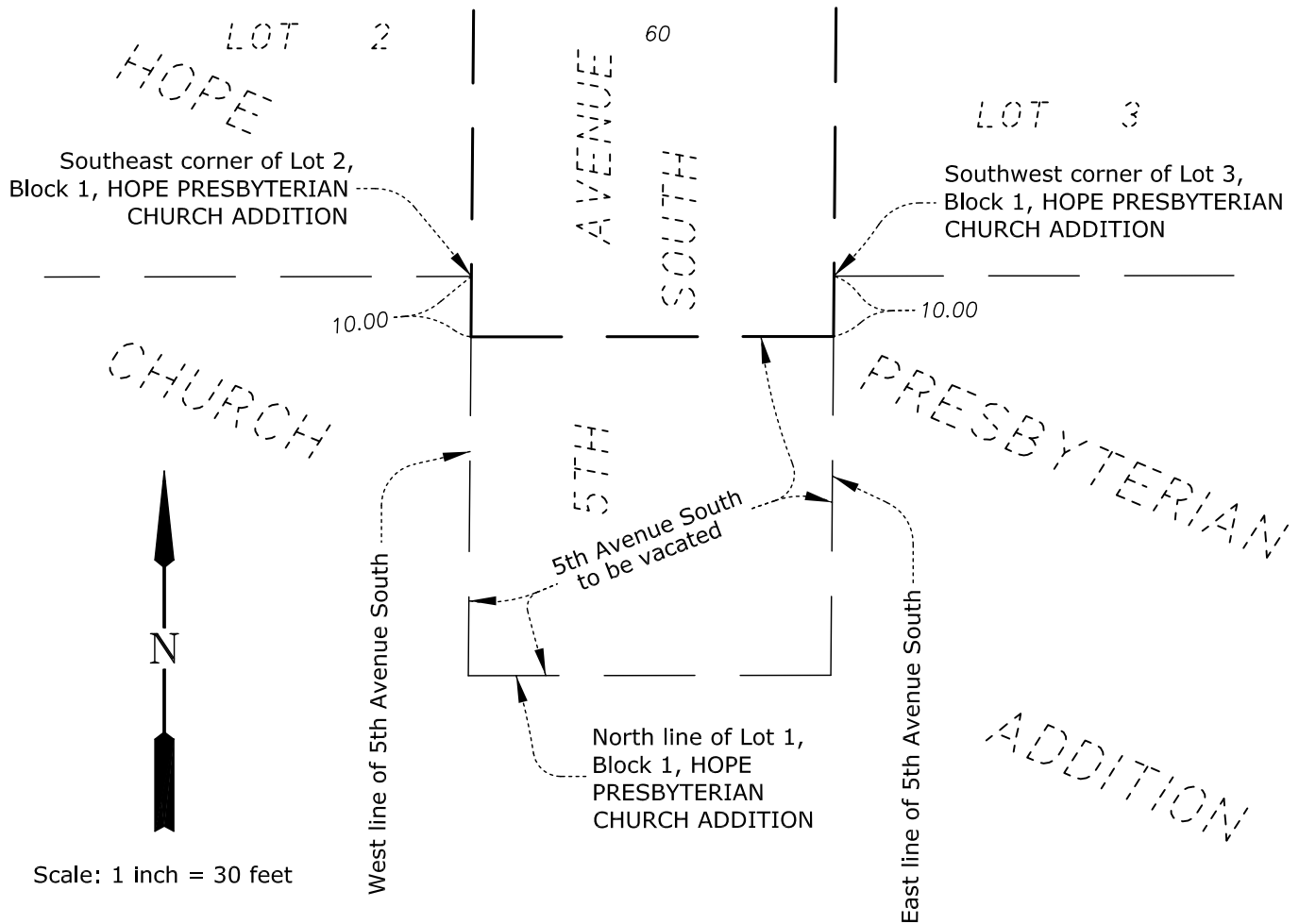
That part of 5th Avenue South lying north of the north line of Lot 1, Block 1, HOPE PRESBYTERIAN CHURCH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota and south of the following described line:

Beginning at a point of the west line of 5th Avenue South distant 10.00 feet south of the southeast corner of Lot 2, said Block 1; thence east to a point on the east line of 5th Avenue South distant 10.00 feet south of the southwest corner of Lot 3, said Block 1 and there said line terminates.

EXHIBIT B
Depiction of the Subject Street



STREET VACATION EXHIBIT FOR: HOPE PRESBYTERIAN CHURCH



5TH AVENUE SOUTH VACATION DESCRIPTION

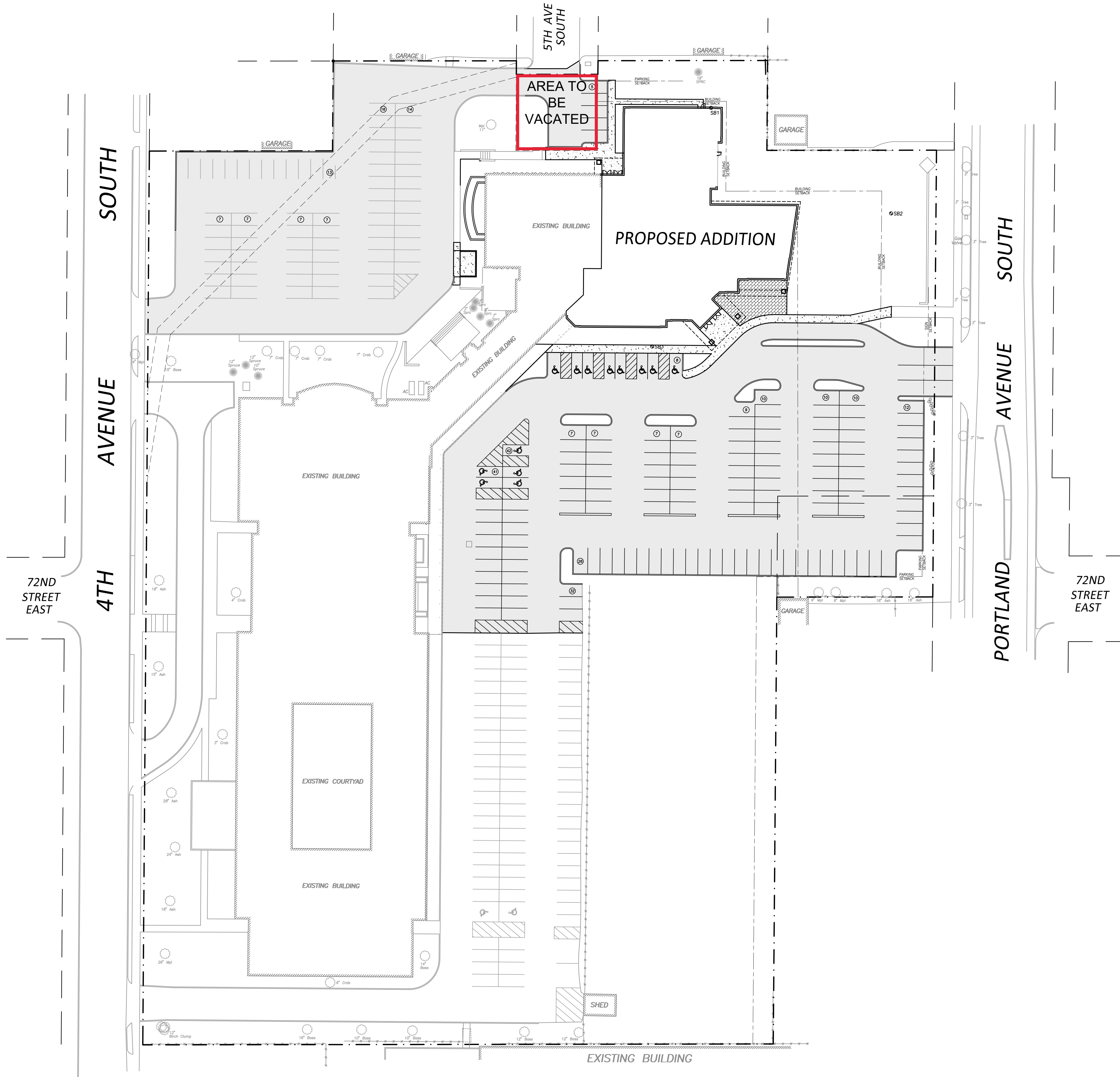
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Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

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



LEGEND

- BOUNDARY/ROW/BLOCK LINE
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED MILL & OVERLAY

Scale in Feet

0 20 40 80 120

North Arrow

N

OVERALL SITE PLAN
HOPE CHURCH
CITY OF RICHFIELD

Issued

6-24-20	CITY SUBMITTAL
7-13-20	ADDRESS ARC REPORT COMMENTS
3-24-21	PERMIT SET

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

B. G. Ford

Name Benton G. Ford Date 3-24-21 Reg. No. 24392

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

2440 Federal Drive, Suite 110
Richfield, MN 55125
Telephone 651-452-5051
www.rehder.com

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

SHEET NUMBER

C0



STAFF REPORT NO. 81
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Nellie Jerome, Assistant Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
5/19/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider a second reading and a summary publication of a transitory ordinance establishing a city-wide six-month moratorium on the establishment of any new commercial use involving firearms to allow time for a planning study.

EXECUTIVE SUMMARY:

The City has not thoroughly reviewed regulations related to firearms since 2004. In light of recent testimony regarding the changing market for the sale of firearms, the City believes it would be wise to conduct a planning study to examine current standards and to discuss whether or not adjustments should be made.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion:

- 1. Conduct a second reading of the attached transitory ordinance establishing a city-wide six-month moratorium on the establishment of new commercial uses involving firearms, and adopt the ordinance; and**
- 2. Approve a resolution authorizing summary publication of said ordinance.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City has not reviewed our Zoning (and other land use) rules related to firearms uses in 17 years.

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

- State Law allows cities to adopt interim ordinances for the purposes of protecting the planning process and the health, safety, and welfare of its citizens.
- Notice of the May 25, 2021 public hearing was published in the Sun Current Newspaper.

C. CRITICAL TIMING ISSUES:

The moratorium could be terminated upon the completion of a study, and any associated ordinance changes, prior to six-months with subsequent City Council action.

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

The City Attorney was consulted on this course of action and has reviewed the attached ordinance.

ALTERNATIVE RECOMMENDATION(S):

Reject the adoption of a moratorium in relation to a study of land use regulations for uses involving firearms.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Transitory Ordinance	Ordinance
☐ Summary Publication Resolution	Resolution Letter

TRANSITORY ORDINANCE NO. _____

AN INTERIM ORDINANCE FOR THE PURPOSE OF PROTECTING THE PLANNING PROCESS AND THE HEALTH, SAFETY, AND WELFARE OF CITY RESIDENTS AND ESTABLISHING A SIX-MONTH MORATORIUM ON THE ESTABLISHMENT OF NEW USES INVOLVING FIREARMS AND DIRECTING THAT A PLANNING STUDY BE CONDUCTED

THE CITY COUNCIL OF THE CITY OF RICHFIELD ORDAINS:

Section 1. Background.

- 1.01. The City of Richfield regulates the locations and operating characteristics of commercial uses that involve firearms in order to protect the public health, safety and general welfare of the community.
- 1.02. The City of Richfield has been asked to explore whether or not the existing regulations for commercial uses that involve firearms should be adjusted based on technology, and specifically the sale of firearms over the internet.
- 1.03. There are a number of significant planning and land use issues pertaining to the regulation of commercial uses that involve firearms (e.g. concentration, proximity to residential uses, differences between online and traditional sales).
- 1.04. The City Council has determined a need to undertake a study to review and determine the appropriate land use controls for commercial uses involving firearms.
- 1.05. Upon completion of the study, the City Council, together with such city commissions as the City Council deems appropriate or as may be required by law, will consider the advisability of amending certain official controls.
- 1.06. Minnesota Statutes, section 462.355, subd. 4 permits the adoption of interim zoning ordinances during the planning process.

Sec. 2. Findings.

- 2.01. The City Council finds that it is necessary to conduct a planning study to review and determine the appropriate land use controls that should apply to commercial uses involving firearms in the City.
- 2.02. The purpose of the study to be conducted includes, but is not limited to determining the appropriate permitting, land use and development standards that should apply to the distribution of firearms that are sold online from commercial properties and determining the appropriate changes, if any, that should be made to City Ordinances.
- 2.03. The City Council finds that there is a need to adopt a City-wide moratorium while the study reference in paragraph 2.01 is being conducted.

Sec. 3. Authorized Study; Moratorium.

- 3.01. A study is authorized to be conducted by City staff, to be followed by consideration of potential changes to the City's Ordinances by the City Council and such other commissions of the City as required by law or as directed by the City Council.
- 3.02. The moratorium shall apply to, but shall not be limited to, the following types of land use applications: site plan review, conditional use permits, interim use permits, building permits, and electrical permits for installation, construction or operation of commercial uses involving firearms the City.
- 3.03. Pending completion of the study and adoption of any amendments to the City's official controls, a moratorium is established on the issuance of City approvals for or related to the installation, construction or operation of any commercial uses involving firearms in the City.
- 3.04. During the period of the moratorium, applications for any such approvals related to commercial uses involving firearms shall not be accepted by the City nor shall the Planning Commission or City Council consider or grant approval of any such application.
- 3.05. The moratorium established by this Ordinance shall apply to any application pending as of the date of the effective date of this Ordinance.

Sec. 4. Enforcement. The City may enforce this Ordinance by mandamus, injunction or other appropriate civil remedy in any court of competent jurisdiction.

Sec. 5. Term. Unless earlier repealed by the City Council, the moratorium established under this Ordinance shall remain in effect until November 11, 2021.

Sec. 6. Effective Date. This Ordinance is effective as provided by Section 3.09 of the Richfield City Charter.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, Acting City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING SUMMARY PUBLICATION OF A TRANSITORY ORDINANCE ESTABLISHING A SIX-MONTH MORATORIUM ON THE ESTABLISHMENT OF NEW USES INVOLVING FIREARMS, AND DIRECTING THAT A PLANNING STUDY BE CONDUCTED

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

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

A TRANSITORY ORDINANCE ESTABLISHING A SIX-MONTH MORATORIUM ON THE ESTABLISHMENT OF NEW USES INVOLVING FIREARMS, AND DIRECTING THAT A PLANNING STUDY BE CONDUCTED

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

This interim ordinance establishes a city-wide, six-month moratorium on the establishment of any new commercial use involving firearms to allow time for a planning study. The City has not thoroughly reviewed regulations related to firearms since 2004, and believes it would be wise to conduct a planning study to examine current standards and to discuss whether or not adjustments should be made.

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

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of May, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, Acting City Clerk



STAFF REPORT NO. 82
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Krista Guzman, HR Manager

DEPARTMENT DIRECTOR REVIEW: Pam Dmytrenko
5/18/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution authorizing the City to affirm the monetary limits on statutory municipality tort liability.

EXECUTIVE SUMMARY:

The City purchases its liability insurance coverage from the League of Minnesota Cities Insurance Trust (LMCIT). Each year, the City must decide to either affirm or waive its statutory limits of liability by July 1. After reviewing cost considerations measured against potential risk, the City has, historically, affirmed the liability limits which are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Staff is recommending the same course of action for the upcoming insurance renewal.

RECOMMENDED ACTION:

By motion: Adopt a resolution authorizing the City Council to affirm the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- A requirement of insurance coverage through the LMCIT is an annual affirmation or waiver of statutory limits of liability.
- The current statutory limits of liability for Minnesota cities are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Cities can waive these limits to allow an individual claimant to recover more than \$500,000, up to the \$1,500,000 per occurrence limit, if excess liability insurance is purchased. However, the cost of the excess liability insurance continues to be very expensive. An additional \$1,000,000 of coverage would cost the City approximately \$65,000 annually.
- Slightly more than half of the cities in Minnesota do not waive its limits of liability.

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

- The State Statute establishes liability limits for cities and the current level is \$1,500,000, which appears to be a reasonable limit. Historically, the majority of municipalities in Minnesota do not waive the monetary limits on municipality tort liability as was established by Statutes 466.04.
- The Council could waive its statutory limits in future years if a decision was made to do so.

- The Council may also wish to consider purchasing excess liability in the future. If this is the case it may be purchased at any point in the future.

C. CRITICAL TIMING ISSUES:

The City's insurance policy with the League of Minnesota Cities Insurance Trust will renew on July 1, 2021. This action must be completed on, or before that time.

D. FINANCIAL IMPACT:

The City has historically not purchased excess liability coverage because of the cost of such coverage. The annual premium for \$1 million of coverage would be between \$65,000 and \$75,000 if the City decided to waive its liability limits.

E. LEGAL CONSIDERATION:

- The tort liability limits established by Minnesota Statutes have historically protected cities and no Minnesota court has ever established a monetary award in excess of the statutory limits against a municipality.
- Each city must annually decide whether the city would voluntarily waive the statute for both the single claims and each occurrence limit.

ALTERNATIVE RECOMMENDATION(S):

- If the Council determines that any single claimant should receive more than the \$500,000 limit, the Council could elect to waive the statutory monetary limits.
- If the Council determines that the \$1,500,000 per occurrence limit is not adequate, the City could purchase excess liability coverage.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Tort Liability Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS ESTABLISHED BY
MINNESOTA STATUTES 466.04**

WHEREAS, Minnesota Statute 466.04 provides for Municipal tort liability limits for Minnesota cities; and

WHEREAS, the League of Minnesota Cities Insurance Trust has asked that each city review the tort liability limits and determine if the respective city would choose to waive its limits; and

WHEREAS, such decision to affirm or waive the tort liability limits must be filed with the League of Minnesota Cities Insurance Trust at the insurance renewal date.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is directed to report to the League of Minnesota Cities Insurance Trust that the Richfield City Council does not waive the monetary limits on the municipal tort liability established by Minnesota statutes 466.04.

Adopted by the City Council of the City of Richfield, Minnesota this day of May, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, Acting City Clerk



STAFF REPORT NO. 83
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Blanca Martinez Gavina, Executive Analyst

DEPARTMENT DIRECTOR REVIEW: Katie Rodriguez, City Manager
5/19/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Summary review of the City Manager's annual performance evaluation for 2020, held on May 20, 2020, as required by Minn. Statutes 13D.05 Subd. 3(a), and consideration of a resolution amending employment agreement between City of Richfield and City Manager Katie Rodriguez for 2021.

EXECUTIVE SUMMARY:

Each year the City Council conducts a review of the City Manager's performance for the previous year. The review considers the performance of the City Manager and the organization as measured against the goals and expectations of the City Council. Such performance evaluations are conducted in a closed session pursuant to MN State Statutes and summarized in an open meeting. In addition to the performance evaluation, the City Council also takes this opportunity to review the City Manager's salary and benefits to make any adjustments that may be warranted.

RECOMMENDED ACTION:

Motion to approve the Resolution amending the City's Manager's employment agreement with the City reflecting a salary adjustment.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City Council has conducted a performance review of the City Manager for 2020 and must now, per State Statute, make a summary report of the outcome of that evaluation. In addition, the City Council has reviewed the compensation of the City Manager and has made a conclusion concerning the City Manager's employment agreement.

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

- The City Manager is given an evaluation by the City Council each year as part of the City Manager's contract.
- As part of the evaluation process, a review of the City Manager's compensation package is also performed each year.
- As compensation comparisons, salaries of City Managers in comparable cities are considered, as is the base salary structure adjustments of other City employees.

C. **CRITICAL TIMING ISSUES:**

City Manager Rodriguez annual performance evaluation has previously been scheduled to be conducted in the first quarter of each year.

D. **FINANCIAL IMPACT:**

The City Manager's base pay adjustment has historically been the same as those given to other City employee groups.

E. **LEGAL CONSIDERATION:**

The City Manager's contract with the City requires that an annual performance evaluation be conducted.

ALTERNATIVE RECOMMENDATION(S):

The City Council may defer the compensation portion of this review to a future meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Resolution for CM Salary Adjustment	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AMENDING THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF RICHFIELD AND
CATHERINE RODRIGUEZ, CITY MANAGER**

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

1. The following section of the Employment Agreement between the City of Richfield, Minnesota and Catherine Rodriguez, City Manager, dated December 11, 2018, is amended as follows:

Section 2. Salary

Employer agrees to pay Employee for her services an annual base salary of ~~\$154,502.40~~ \$ _____, payable in installments at the same time as other employees of the Employer are paid.

2. The City Manager's salary adjustment is effective on_____.

Approved by the City Council of the City of Richfield, Minnesota, this 25th day of May, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

,City Clerk



STAFF REPORT NO. 84
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Katie Rodriguez, City Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: Executive Department

CITY MANAGER REVIEW: Katie Rodriguez
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

A resolution terminating the local emergency enacted in March 2020 in response to the COVID-19 pandemic. The local emergency was declared by the Mayor via Proclamation on March 16, 2020 and extended by City Council on March 18, 2020 pursuant to Minnesota Statutes section 12.29.

EXECUTIVE SUMMARY:

Mayor Regan Gonzalez declared and City Council extended a local emergency in March 2020 to better respond to the evolving COVID-19 pandemic. The local emergency allowed the City to implement local emergency plans and access emergency powers to meet, enter into contracts and raise funds without having to follow typical procedures. While the pandemic remains a public health risk, it is no longer necessary to continue the local emergency as the City can and will continue to respond to the pandemic without having to rely on local emergency powers.

The state and region continue to make progress vaccinating people, 71% of Richfield residents 16 and older have received at least one vaccine. Also, COVID-19 case rates continue to fall at the state and local level. The Centers for Disease Control and the Minnesota Department of Health have significantly eased COVID-19 restrictions. The City will remain bound by the statewide emergency orders regardless of whether a local emergency remains in place.

RECOMMENDED ACTION:

Adopt the resolution terminating the local emergency.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Please see attached resolution.

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

Please see attached resolution.

C. CRITICAL TIMING ISSUES:

Please see attached resolution.

D. **FINANCIAL IMPACT:**

E. **LEGAL CONSIDERATION:**

The language of the resolution has been reviewed by City Attorney Mary Tietjen.

ALTERNATIVE RECOMMENDATION(S):

Council can choose to not adopt the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Resolution	Cover Memo

RESOLUTION NO. _____

CITY OF RICHFIELD

A RESOLUTION TERMINATING THE LOCAL EMERGENCY

WHEREAS, on March 16, 2020, the Mayor issued a Proclamation declaring a local emergency in response to the COVID-19 pandemic;

WHEREAS, on the same day, the City Council exercised its authority under Minnesota Statutes, section 12.29 to adopt Resolution No. 11728 to extend the local emergency “until further action of the City Council”;

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and the State of Minnesota on May 13, 2021 and May 14, 2021, respectively, issued guidance that face masks are no longer necessary for fully-vaccinated individuals, although the statewide emergency declared by the Governor remains in place in order to wind down certain emergency measures; and

WHEREAS, the City Council finds and determines as follows:

- a. The declaration of a local emergency allows a city to implement local emergency operations plans and to access certain emergency powers to meet, enter into contracts, and raise funds without having to follow typical procedures to allow it to rapidly respond to the emergency;
- b. Given that the local emergency related to the pandemic has extended for more than one year, the need for a rapid response using emergency powers is no longer necessary;
- c. The initial uncertainties associated with the pandemic, the potential need for a local emergency response, and the possibility a local declaration would be required to be eligible for federal or state relief funds made the declaration of a local emergency appropriate;
- d. Now that the local emergency related to the pandemic has existed for more than a year, the City has learned how to continue its work without having to rely on emergency plans or the exercise of emergency powers;
- e. The City will remain bound by the statewide emergency and the Governor’s emergency orders regardless of whether a local emergency remains in place;
- f. While the pandemic remains a public health risk, the increased availability of vaccines has caused the number and severity of cases to continue to drop;

- g. The CDC issued guidance that fully-vaccinated people no longer need to wear face masks and the Governor lifted the statewide mask mandate on May 14, 2021; and
- h. It is no longer necessary to continue the local emergency as the City can and will continue to respond to the pandemic without having to rely on local emergency operations plans or emergency powers.

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

1. The local emergency declared by the Mayor's Proclamation on March 16, 2020 and extended by City Council Resolution No. 11728 is terminated, effective immediately.
2. Resolution No. 11728 is hereby repealed.
3. The City shall continue its work to resume normal operations as soon as possible and in compliance with the state's diminishing COVID-19 restrictions.
4. This Resolution will be given prompt and general publicity and filed in accordance with Minnesota Statutes, section 12.29.

Adopted by the Richfield City Council this ____ day of May 2021.

Maria Regan Gonzalez, Mayor

ATTEST: _____
Kari Sinning, Acting City Clerk



STAFF REPORT NO. 85
CITY COUNCIL MEETING
5/25/2021

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW: Katie Rodriguez
5/19/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/19/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the Mayor's appointment of a Civil Service Commissioner.

EXECUTIVE SUMMARY:

Terms of several City advisory board and commission members expired on January 31, 2021. In addition, due to resignations there are mid-term vacancies that should be filled. Terms for advisory board and commissions are for three years.

The City Council directs the City Manager's office to conduct an annual recruitment seeking applicants to fill the vacancies. This recruitment includes a press release and information on the City's website and social media platforms. Applicants were interviewed at a work session held on January 23 and January 30 of 2021.

To ensure a quorum at future advisory board and commission meetings, the City Council should make appointments at the February 09, 2021 City Council meeting.

Recruitment continued for the Civil Service Commission to find an appropriate candidate.

RECOMMENDED ACTION:

By motion: Approve appointment of James Frechette as Civil Service Commissioner commencing on May 25, 2021 and expiring January 31, 2024.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

This information is contained in the Executive Summary.

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

City advisory board and commissions were established by City ordinance or resolution.

C. **CRITICAL TIMING ISSUES:**

Several terms of City advisory board and commission members expired on January 31, 2021.

D. **FINANCIAL IMPACT:**

None

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING: