

REGULAR CITY COUNCIL MEETING RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS SEPTEMBER 12, 2023 7:00 PM

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2630 834 4127 and password: 1234.

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

Approval of the Minutes of the (1) City Council Work Session of August 2, 2023; (2) City Council Work Session of August 8, 2023; (3) City Council Meeting of August 8, 2023; (4) Special City Council Meeting of August 29, 2023; and (5) City Council Work Session of August 29, 2023.

PRESENTATIONS

- 1. Appreciation for Local Legislators
- 2. Proclamation Celebrating Hispanic Heritage Month
- 3. Proclamation Celebrating Welcoming Week

AGENDA APPROVAL

- 4. Approval of the Agenda
- 5. 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 the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of beer and malt beverages in their parking lot on Sunday, September 17, 2023, in conjunction with Richfield's Open Streets at Penn Fest event.

Staff Report No. 106

B. Consider the approval of an agreement with the City of Bloomington for the provision of food, pools, lodging, therapeutic massage and body art establishment inspection services for the City of Richfield for

Staff Report No. 107

C. Consider adoption of a resolution of support for Richfield's application for federal funding for a Corridor Planning Study of 76th and 77th Street via the USDOT Reconnecting Communities and Neighborhoods (RCN) Grant Program.

Staff Report No. 108

D. Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

Staff Report No. 109

E. Consider approval of the Mutual Waiver of Notice Relating to Termination of License Agreements and Release of License Agreements which permitted Best Buy to use a parcel of public right-of-way as an additional parking area for their office headquarters until such time as the Minnesota Department of Transportation required use of the property for the construction of I-494 improvements.

Staff Report No. 110

F. Consider the acceptance of the quotations from Midwest Playscapes for \$143,830 for the replacement of play equipment at Donaldson Park and \$76,170 for the replacement of play equipment at Fairwood Park and authorize the Recreation Services Director to proceed with the project.

Staff Report No. 111

G. Consider authorizing the City Manager and Mayor to enter into a Temporary Easement and Access Agreement with Best Buy Corporation for construction of a sanitary sewer crossing and authorize the City Attorney to approve changes to the agreement that are in the best interest of the City prior to final execution.

Staff Report No. 112

H. Consider a resolution approving a contract with Reach for Resources to provide services and activities that aid in the recovery of Richfield community members negatively impacted by the COVID-19 pandemic.

Staff Report No. 113

I. Consider the acceptance of the Taft Park/Nokomis-Minnesota River Regional Trail Bike Park Cooperative Agreement with between the City of Richfield and Three Rivers Park District.

Staff Report No. 114

J. Consider the first reading of the proposed ordinances modifying the electric and gas franchise fees and schedule a public hearing and second reading for October 10, 2023 for both gas and electric franchise ordinances.

Staff Report No. 115

K. Consider setting a public hearing related to the proposed resolution modifying the street light user fees for October 10, 2023.

Staff Report No.

L. Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2024 for the General Services and Management employee groups.

Staff Report No. 117

M. Consider the approval of the first reading of an ordinance amendment to the Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees and schedule a public hearing and second reading for September 26, 2023.

Staff Report No. 118

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

PUBLIC HEARINGS

7. Public hearing to consider a resolution approving the Amended and Restated Business Subsidy Policy.

Staff Report No. 119

RESOLUTIONS

8. Consider 2023 Revised/2024 Proposed Budget resolutions adopting the 2024 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2023 department

budgets and setting City fees for 2024.

Staff Report No. 120

9. Consider a resolution approving the 2023 Revised and 2024 Budget for the Affordable Housing Trust Fund.

Staff Report No. 121

OTHER BUSINESS

10. Consider City Council's approval of the Mayor's appointment of a Housing and Redevelopment Authority Commissioner.

Staff Report No. 122

CITY MANAGER'S REPORT

11. City Manager's Report

CLAIMS AND PAYROLLS

12. Claims and Payroll

COUNCIL DISCUSSION

- 13. Hats Off to Hometown Hits
- 14. Adjournment

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



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

August 2, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 4:00 p.m. in the Bartholomew Room.

Council Members
Present:

Mary Supple, Mayor; Simon Trautmann; Sean Hayford Oleary; Ben Whalen;

and Sharon Christensen

Staff Present:

Katie Rodriguez, City Manager; Dustin Leslie, City Clerk; Sack Thongvanh, Assistant City Manager; Melissa Poehlman, Community Development Director; Kristin Asher, Public Works Director; Mike Dobesh, Fire Chief; Jay Henthorne, Police Chief; Amy Markle, Recreation Services Director; Kumud Verma, Finance Director; Russ Lupkes, Utilities Superintendent; Chris Swanson, Management Analyst; Chris Link, Public Works Deputy Director; Joe Powers, City Engineer; Kate Aitchison, Communications Manager.

ITEM #1

PREVIEW THE PRELIMINARY 2024 BUDGET AND PROVIDE LONG-TERM FINANCIAL PLANNING UPDATE AS SUMMARIZED IN THE KEY FINANCIAL STRATEGIES (KFS) SPREADSHEET. PREVIEW PROPOSED UTILITY RATES, PROPOSED CITY FEES AND THE PROPOSED 2024 CAPITAL IMPROVEMENT BUDGET (CIB) AND 2025-2028 CAPITAL IMPROVEMENT PLAN (CIP).

City Manager Rodriguez introduced Finance Director Verma who gave the presentation covering: timeline with key events, budget highlights, and proposed preliminary levy.

Council Member Whalen asked about the increase in tech and equipment costs. Rodriguez and Verma explained the higher costs associated with equipment upgrades.

Finance Director Verma continued the presentation covering: tax levy history, financial impact on average home, staffing updates, proposed 2024 general fund, and general fund revenues and expenditures.

Council Member Whalen noted the funding for the compensation and class study looked low. Finance Director Verma replied that it would be funded in 2024 and 2025. Council Member Whalen asked when they would be given the results of the study. Assistant City Manager Thongvanh stated sometime after September.

Finance Director Verma continued with the presentation covering general fund expenditure history and city reserves. City Manager Rodriguez spoke about the Local Government Aid increase and not needing to take funding from reserves.

Finance Director Verma continued the presentation covering long-term financial forecast with proposed sales taxes. Council Member Whalen discussed how the budget would be tight until 2028 when TIF districts go away. City Manager Rodriguez spoke about debt going away in 2028 and 2029. There was also a discussion about additional projects and how Community Development would be affected by the expiration of TIF districts.

Council Member Trautmann asked if the city was well-positioned for another possible economic downturn like 2008. City Manager Rodriguez stated the city is better positioned now due to the city not being as reliant on Local Government Aid.

City Clerk Leslie reported on Fee Schedule updates to the Council.

Public Works Director Asher presented on the following: 2024 proposed water rates, water fund outlook, water rates comparison to other cities, proposed wastewater rate and fund outlook, stormwater rates, streetlight user fees, and franchise fees.

City Manager Rodriguez asked for feedback on the proposed levy of 5.5%. Council Member Hayford Oleary stated he had no concerns about the increase. Council Member Whalen spoke about the compensation and classification study and possibly needing more to front load the plan. Mayor Supple spoke about inflation and how the proposed levy increase made sense when compared to other years. Council Member Trautmann spoke about the value in being transparent to the community with financial decisions. Trautmann also spoke about the need to educate the residents about the future proposed local sales tax.

City Manager Rodriguez stated Council should decide tonight regarding setting the levy higher for the compensation and classification study. Consensus from Council was to have staff come back with a slightly higher increase to take compensation and classification study into account.

Public Works Director Asher asked for feedback on Stormwater fees. Council consensus was to go with the higher amount.

Public Works Director Asher asked for feedback regarding streetlight fees. Council consensus was to go with staff recommendation.

Council also stated they were ok with staff recommendations regarding franchise fees.

City Manager Rodriguez gave an overview of the Capital Improvement Plan (CIP) budget and plan details including budgeting process, budget amounts, capital project totals, funding sources, and project overviews.

Recreation Services Director Markle discussed Recreation Services Capital projects including the new Wood Lake Nature Center building, the Veteran's Park Complex, outdoor pool improvements, and the Donaldson Park building and playground.

Mayor Supple asked if there were contingency plans within the budget for emergencies. City Manager Rodriguez stated the city has reserves in place along with plans on how to use them if needed. She further stated the city would look at reprioritizing plans if needed.

Council Members thanked staff for all their work on the budget.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:03 pm

Date Approved: September 12, 2023	·	
Date Approved. Deptember 12, 2020	Mary B. Supple Council Member	
Dustin Leslie City Clerk	Katie Rodriguez City Manager	



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council/HRA/PC Work Session

August 8, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 7:00 p.m. in the Bartholomew Room.

Council Members

Present:

Mary Supple, Mayor; Simon Trautmann; Sean Hayford Oleary; and Sharon

Christensen

Council Members

Absent:

Ben Whalen

HRA Members

Present:

Erin Vrieze Daniels, Chair; Gordon Hason

Planning Commission Member Present: Brett Stursa, Cole Hooey, Matt Taraldsen, Ben Surma, Brendan Kennealy

Planning Commission Members Absent: Eddie Holmvig-Johnson, Chair; James Rudolph

Staff Present:

Sack Thongvanh, Assistant City Manager; Dustin Leslie, City Clerk; Chris Swanson, Management Analyst; Karl Huemiller, Recreation Programming Manager; Jan Youngquist, Economic Development Manager; Melissa Poehlman, Community Development Director; Samantha Crosby, City

Planner

ITEM #1

DISCUSS A PROPOSAL TO DEVELOP A MULTI-PURPOSE VELODROME FACILITY ON THE HOUSING AND REDEVELOPMENT AUTHORITY PARCELS AT 1600 AND 1710 - 78TH STREET EAST ALONG WITH THE PRIVATELY OWNED PROPERTY AT 1620 - 78TH STREET EAST

Community Development Director Poehlman introduced the topic to the joint work session. Economic Development Manager Youngquist also spoke briefly about the proposal including an overview of the project, redevelopment goals, and a solicitation for feedback from the group.

Jason Larty from the Minnesota Cycling Center gave the presentation which included an overview of track cycling, their mission and vision, their partnerships with schools, training opportunities, vision for the facility, and why Richfield was chosen.

Commissioner Kennealy asked why there were two choices between dome and permanent structure and which they preferred to be approved. Larty stated the dome would be cheaper but the permanent structure would last longer and be able to offer more to the community.

Council Member Christensen asked what the difference between a temporary track and the permanent structure would be. Larty stated the temporary track would be only the track without any of the other amenities.

Council Member Christensen asked how long construction would take. Larty stated it would take 9-12 months for the domed structure and longer for the permanent structure.

Commissioner Kennealy asked how many jobs would be created with this plan. Larty stated it would depend on which proposal was chosen but would likely be between 50-150 jobs created.

Council Member Hayford Oleary asked what kind of financing they were looking for. Larty stated they were looking for bonding funds and would also campaign for additional capital.

There was a general discussion about the proposed facility use and preference of which build made more sense. The group preferred the permanent structure over the domed structure.

Chair Vrieze Daniels asked what kind of funding support they needed from the city to move forward. Larty stated they would like to have future conversations about how the city could help.

Commissioner Taraldsen asked about the lifecycle and maintenance of the dome. Larty stated that the dome would add maintenance costs to the project and would likely have a lifespan of 10-20 years.

Mayor Supple asked how much parking would be available for the structure. Larty stated they would follow the city's parking requirements but would want most people to travel by bicycle.

Commissioner Hooey asked if amateur cyclists would be allowed to use the facility. Larty stated that they would be allowed to use the facility and that there would be training on how to ride the tracks.

Chair Vrieze Daniels stated the project fit with the city's goal of being a destination spot. She further stated that the city would need to learn more about financial asks but she was excited at the opportunity.

Mayor Supple stated the structure would be consistent with the goals of the city and that she preferred the permanent structure option. She also spoke about the importance of their relationship with schools.

ITEM #2

DISCUSS A PROPOSAL TO AMEND THE LYNDALE GARDENS PLANNED UNIT DEVELOPMENT, CONDITIONAL USE PERMIT, AND FINAL DEVELOPMENT PLAN TO REPLACE THE PLANNED COMMERCIAL SPACE WITH A MULTI-FAMILY RESIDENTIAL USE AND A SMALL RESTAURANT SPACE

Economic Development Manager Youngquist introduced the topic and gave a brief overview of the project before introducing the developers.

Paul Abdo gave the presentation covering the project and amenities.

Council Member Christensen asked what the makeup of the proposed 80 units would be. Abdo stated they would be 1-2 bedroom apartments between 600 and 1300 square feet.

Commissioner Hanson stated he was disappointed with the reduction in commercial space for the project. He further stated the original plan had more vibrancy. He asked if the developers were committed to an unique restaurant rather than a chain. Abdo stated they would actively search for a local restaurant group to fill the space.

Commissioner Stursa asked about the square footage for the restaurant space. Youngquist spoke about amendments to the PUD for square footage in amenities and the restaurant. Stursa asked if restaurant was the only option. Community Development Director Poehlman discussed the history of the property and stated it was a private seller looking for a developer.

Council Member Hayford Oleary asked if the developer was seeking any subsidies or just land-use approval. Abdo stated they would likely ask the city for some financial assistance. Community Development Director Poehlman noted the parcel was already on a current TIF district.

Council Member Hayford Oleary stated that if the developers were asking for city subsidies, the city would likely ask for more of a mixed use. He stated he would also like to see less parking. Abdo and Hayford Oleary discussed the parking proposal at length.

Chair Vrieze Daniels stated she was not ready to give up on commercial space and believed it would be better to focus on that.

Commissioner Hooey asked if the developers explored ways to have more commercial space. Abdo stated more commercial space would not work. Chair Vrieze Daniels spoke about the need for more small businesses in the area.

Commissioner Hooey spoke about the possibilities of sharing spaces with neighboring businesses. Abdo disagreed with the idea and spoke about potential liabilities.

Mayor Supple spoke about the amphitheater. Abdo noted there were some groups interested in taking over that space and would look to support them.

Mayor Supple stated she was troubled there was more residential than commercial and that the proposal may create blockage to the lake. She noted she would support a similar proposal elsewhere in the city.

Commissioner Kennealy agreed that it would obstruct activity to the lake and park. Abdo disagreed and listed scenarios for Council to consider.

Community Development Director Poehlman summarized the discussion and noted the Commissions and Council would likely not support this proposal and would like to see more commercial development in the space.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:55 pr
--

mayor Supple adjourned the work session at 6.00 pm	
Date Approved: September 12, 2023	
	Mary B. Supple Council Member
Dustin Leslie City Clerk	Sack Thongvanh Assistant City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting August 8, 2023

CALL TO ORDER

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

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

Oleary

Council Members

Absent:

Simon Trautmann and Ben Whalen

Staff Present: Acting City Manager, Sack Thongvanh, Mary Tietjen, City

Attorney; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Chris Swanson,

Management Analyst; and Dustin Leslie, City Clerk

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple reviewed the options to participate:

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

Acting City Manager Thongvanh noted five letters had been received commenting on the Ordinance amending Chapter 11, Section 1146. He stated seven letters had been received in support and one letter was against it. He stated the letters of support were from the Advocate for Better Health Association for Non-Smokers, Blue Cross Blue Shield, Minnesota Cancer Alliance, Minnesota Menthol Coalition, Parents Against Vaping E-cigarettes, and the American Heart Association. He noted the one letter against was a coalition of neighborhood retailers.

Mayor Supple clarified that the neighborhood retailers were against the part that prohibited the transfer of businesses and they wanted the City to only ban vaping products.

Gina DiMaggio requested the City consider repurposing the current Real Fun Rentals facility for a restaurant with a large patio and roll up "garage doors" so families did not leave Richfield to dine with their children. She noted this facility was close to the playground, the Farmers Market, the pool, the ice arena, as well as the future redevelopment of the American Legion site. She believed Richfield had an untapped opportunity to generate revenue and add a valuable amenity to the City.

Ruane Onesirosan, 2421 West 65th Street, indicated she had not received the document City Manager Rodgriguez said was mailed to her at the July 25 Council meeting. She disputed the comment that bond documents relating to bond issuance were commonly dated the first date of the month and presented five documents from Ellers noting none of those documents were dated the first of any month. She thanked the City for providing her information regarding Council Member's salary and benefits. She stated in her opinion, the Council misused consent agendas and bypassed discussion on items, which left residents "out of the loop". She requested staff report 97 on the Consent Agenda be removed and opened for discussion for residents who wanted to speak against it.

Jenny Song, Blue Cross Senior Communication Consultant, stated she was speaking on behalf of Bukata Hayes. She read a statement from Mr. Hayes voicing his support for the proposed Ordinance to prohibit the sale of flavored and menthol tobacco products and to cap retail tobacco licenses. He urged the Council Members to support the Ordinance.

Alicia Leizinger stated she supported the proposed Ordinance to end the sale of flavored tobacco in Richfield and cap the number of tobacco licenses and urged the Council Members to support the Ordinance.

Jasmine, 2400 West 6th Street, stated she did not support the Ordinance to stop the sale of flavored tobacco products and limiting the number of tobacco licenses due to the Ordinance having drastic effects on the businesses in Richfield. She believed the proposed Ordinance was hasty, reactive, and unnecessary. She urged the Council Members to hold off moving forward.

Jaime Rojas, National Association Tobacco Outlet, stated he was in opposition to the Ordinance to ban flavored tobacco products as written. He indicated many of Richfield's retailers were immigrants who put their hard-earned savings into opening up a business, provide jobs, pay taxes, and hoped to save for their future through their business. He requested the Council slow the process down and focus on banning disposable flavored vape products. He requested the Council not include prohibiting the license transfer.

Abdalla Y Tobasi, owner of the Holiday Gas Station, stated he found out when he purchased the store that the highway exit might be closing and now the City was considering a tobacco flavor ban. He stated this would be hard for him to get his business remodeled and keep it going. He stated flavored tobacco products were a large part of his business and he did not target kids to purchase the products. He noted he had not seen any data from the cities that had banned flavored tobacco products that it changed anything. He believed this would create a black market in Richfield for these products.

Aisha Abraham, Eagan High School Senior, stated she was at the meeting on behalf of the Minnesota Youth Council. She indicated the Minnesota Youth Council was glad Richfield was considering the Ordinance to end the sale of flavored tobacco products. She encouraged the Council to approve the Ordinance.

Mark Olson, Knox Street, expressed his support for the Ordinance to ban flavored tobacco products from Richfield. He requested the Council vote in favor of the Ordinance.

Sena Geleto, Intern at North Point Health and Wellness and a student at the University of Minnesota, stated she was in support of the Ordinance to ban flavored tobacco products and to cap the number of tobacco licenses in Richfield. She noted hookah use was not unique to any community or culture, but it was becoming common among young people from different backgrounds who were not using the hookah for cultural reasons. She indicated hookah use was addictive and had negative health implications. She urged the Council to support the Ordinance.

Mark Olson, owner operator Richfield Melco on 68th and Penn, stated youth vaping issues should not be up to the local government to overturn by prohibiting the sale of flavored tobacco products. He stated his store did not sell flavored tobacco products. He noted youth rates of tobacco products

were historically low and declining by retailers not selling tobacco products to underage people. He requested Council reconsider the blanket ban on flavored tobacco products. He stated prohibiting license transfers would also hurt small businesses. He noted the ability to transfer a license was a valuable asset for the future sale of his business. He requested Council reconsider the Ordinance and slow down the process. He also requested Council allow the existing business owners to transfer their license to the next owner only.

APPROVAL OF MINUTES

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

Motion carried: 3-0

ITEM #1 PROCLAMATION CELEBRATING RON COTTONE

Mayor Supple invited Dana Anderson to accept the proclamation and read aloud the proclamation.

Ms. Anderson thanked the City for the Proclamation and noted Mr. Cottone was an amazing person.

ITEM #2

M/Hayford Oleary, S/Christensen to approve the agenda.

Motion carried: 3-0

ITEM #3	CONSENT CALENDAR
---------	------------------

Acting City Manager Thongvanh presented the consent calendar.

- A. Consider a request to amend a Conditional Use Permit to increase the capacity of the preschool and daycare at 7132 Portland Avenue to 330 children (Staff Report No. 93)
- B. Consider adoption of a resolution approving a special request to allow the relocation of a billboard at 7731 4th Avenue South (Blaylock Plumbing) (Staff Report No. 94)

RESOLUTION NO. 12114

RESOLUTION APPROVING A SPECIAL REQUEST TO ALLOW THE RELOCATION OF A BILLBOARD AT 7731 – 4TH AVENUE SOUTH (BLAYLOCK PLUMBING)

C. Consider the approval of an easement agreement for perpetual easements on four roadways that border the tax parcels containing ISD #280's STEM and Dual Language Elementary Schools (Staff Report No. 103)

D. Consider adoption of a resolution identifying the need for Livable Communities Transit Oriented Development funding and authorizing an application for grant funds on behalf of the Aster Commons development located at 6613-25 Portland Avenue (Staff Report No. 97)

RESOLUTION NO. 12112

RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES TRANSIT ORIENTED DEVELOPMENT FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS ON BEHALF OF THE ASTER COMMONS DEVELOPMENT LOCATED AT 6613-25 PORTLAND AVENUE

- E. Consider the approval of the 2023-2024 Emergency Preparedness agreement with the City of Bloomington using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bioterrorism and the development of a response system (Staff Report No. 98)
- F. Consider a resolution supporting a request for a state bonding funds to fund the City's portion of costs to reconstruct Nicollet Ave from 77th Street to 66th Street (Staff Report No. 103)

RESOLUTION NO. 12115

RESOLUTION SUPPORTING A REQUEST FOR STATE BONDING TO FUND THE CITY'S PORTION OF COSTS TO RECONSTRUCT NICOLLET AVE FROM 77^{TH} STREET TO 66^{TH} STREET

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

Motion carried: 3-0

ITEM #4 CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR

None.

PUBLIC HEARING AND CONSIDERATION OF A SECOND READING OF AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES IN THE CITY, WHICH WILL EXPIRE ON JANUARY 1, 2025 OR UPON THE CITY'S RECEIPT OF AN APPLICATION FROM THE OFFICE OF CANNABIS MANAGEMENT FOR A CANNABIS BUSINESS WITHIN THE CITY OF RICHFIELD, WHICHEVER OCCURS FIRST, UNLESS REPEALED EARLIER BY THE CITY COUNCIL. (STAFF REPORT NO. 100)

Council Member Hayford Oleary presented Staff Report 100 and opened the public hearing.

Larry Ernster, 6727 Elliott Avenue South, indicated he was in support of the Ordinance, but proposed the Council consider going back to their original statement regarding the expiration date of the moratorium.

M/Hayford Oleary, S/Christensen to close the public hearing.

Motion carried: 3-0

M/Hayford Oleary, S/Christensen to approve the second reading of an Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses within the City of Richfield to expire on January 1, 2025 or upon the City's receipt of an application from the Office of Cannabis Management for cannabis business within the City of Richfield, whichever occurs first unless repealed earlier by the City Council and approval resolution authorizing summary publication of said Ordinance

BILL NO. 2023-7

AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MOATORIUM ON THE OPERATION OF CANNABIS BUSINESSES WITHIN THE CITY OF RICHFIELD

RESOLUTION NO. 12116

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES UNTIL JANUARY 1, 2025

Council Member Hayford Oleary inquired about language in section 4 of the moratorium. He asked how that interacted with the change they made last time. Attorney Tietjen responded the State law would supersede the Ordinance and if staff received an application from the Office of Cannabis Management, that would trigger the automatic expiration that was written into the Ordinance. She indicated with an amendment to the motion, they could strike that and make that consistent so there was no conflicting language. She recommended to amend Section Four to add something that refers to the automatic expiration for clarification.

M/Hayford Oleary, S/Christensen to amend the motion on the table to remove the sentence that starts with accordingly during the period that the Ordinance is in effect and ending with to engage in the operation of a cannabis business. Removing the part about the City being prohibited from engaging in the application and simply keep the part about no business shall operate the cannabis business during the moratorium being in affect.

Attorney Tietjen stated Council should be careful if they want to add something in the language in Section Four. She noted the moratorium would automatically expire upon the receipt of an application from the Office of Cannabis Management. Attorney Tietjen did not want to eliminate staff's ability to turn away applications if received during the moratorium.

<u>Council Member Hayford Oleary withdrew his motion to amend</u> and suggested they add the clause as described by the City Attorney notwithstanding the automatic exploration described in the section.

M/Hayford Oleary, S/Christensen to add the clause as described by the City Attorney notwithstanding the automatic exploration described in the section.

Amended Motion carried: 3-0

Council Member Hayford Oleary stated he had strongly opposed what might seem like a similar moratorium regarding the edible hemp products, but he believed this was different because this was giving the City time to react to this new law and protect from potentially illegal sales.

Mayor Supple requested the City Attorney review the change that was made after the first reading. City Attorney Tietjen responded the language that was changed was in Section 8 of the Ordinance adding language that the moratorium would expire on January 1, 2025, or upon the City's receipt of an application from the Office of Cannabis Management for a cannabis business within the City, whichever occurred first. She indicated the Council still had the option to repeal the Ordinance anytime earlier than that if they wanted.

Mayor Supple stated she believed this gave the City time to be thoughtful and to figure out what the rules were going to be. She indicated she would support the moratorium.

Original Motion carried: 3-0

ITEM #6

CONSIDER THE SECOND READING OF A TRANSITORY ORDINANCE REPEALING ORDINANCE 19.26, WHICH AUTHORIZED A STUDY AND IMPOSED A MORATORIUM ON THE SALE OF EDIBLE CANNABINOID PRODUCTS (STAFF REPORT NO. 99)

Council Member Christensen presented Staff Report 99.

M/Christensen, S/Christensen to approve to approve a Transitory Ordinance Repealing Transitory Ordinance 19.26 that Authorized a Study and imposed a Moratorium on the Sale of Edible Cannabinoid Products

BILL NO. 2023-6

A TRANSITORY ORDINANCE REPLEALING TRANSITORY ORDINANCE 19.26 THAT AUTHORIZED A STUDY AND IMPOSED A MORATORIUM ON THE SALE OF EDIBLE CANNABINOID PRODUCTS

Mayor Supple stated Council Member Whalen asked that a statement be read for Items 5, 6, and 7 which Council Member Hayford Oleary read indicating Council Member Whalen supported all three actions.

Council Member Hayford Oleary stated he supported this also.

Mayor Supple stated she also supported this.

Motion carried: 3-0

ITEM #7

CONSIDER THE SECOND READING OF AN ORDINANCE AMENDING CHAPTER 11, SECTION 1146 OF THE RICHFIELD CITY CODE TO INCLUDE ELIMINATING THE SALE OF FLAVORED PRODUCTS AND CAPPING THE NUMBER OF TOBACCO LICENSES. (STAFF REPORT NO. 101)

Council Member Hayford Oleary presented Staff Report 101.

M/Hayford Oleary, S/Christensen to approve an Ordinance Amendment Modifying Section 1146 of the Richfield City Code in Relation to Flavored Products.

AN ORDINANCE AMENDMENT MODIFYING SECTION 1146 OF THE RICHFIELD CITY CODE IN RELATION TO FLAVORED PRODUCTS

Council Member Hayford Oleary thanked everyone for their comments. He stated he was choosing to prioritize public health care and he realized they were putting a burden on small businesses. He noted they were trying to lead by example and accept some of the financial pain because it is the right thing to do for public health. He explained that the city would also feel the impacts of these actions as they will not allowing the sale of any tobacco products possibly toward the start of next year in the City liquor stores.

Mayor Supple echoed Council Member Hayford Oleary's comments. She acknowledged this would have an effect on the small business owners. She believed the overriding concern was for public health and they needed to do what was best for the long-term health of the community. She stated she would support the Ordinance.

Council Member Christensen thanked the youth comments received tonight. She believed this Ordinance would be good for the community.

Motion carried: 3-0

ITEM #8

Acting City Manager Thongvanh stated he had not additional updates.

ITEM #9	CLAIMS AND PAYROLL
---------	--------------------

M/Hayford Oleary, S/Christensen that the following claims and payrolls be approved:

U.S. BANK	08/04/2023
A/P Checks: 322891 – 323151	\$3,325,143.51
Payroll: 180879 – 181263, 43657	\$565,371.24
TOTAL	\$3,890,514.75

Motion carried: 3-0

ITEM #10	HATS OFF TO HOMETOWN HITS
----------	---------------------------

Council Member Christensen highlighted the annual ice cream social on August 12 from 2 p.m. to 6 p.m. at the Richfield Historical Society.

Council Member Hayford Oleary thanked the Ward 2 residents who welcomed him at Night to Unite. He stated on August 9 there would be a fun, slow paced, family oriented 5-mile ride around Richfield starting at 6:30 p.m. in front of the Richfield bandshell.

Mayor Supple stated Night to Unite was a fabulous gathering. She thanked everyone involved in the event. She gave a shout out to the Mosaic Hockey Collective, who represented well on Good Morning America. She thanked everyone who participated in the Urban Wildlife 5k and half marathon. She stated there was still an opening on the HRA and applications would be taken through August 13.

She indicated on August 17 from 4 p.m. to 7 p.m. they were having a Unity in the Community Celebration at the Christian Park bandshell. She gave hats off to the Nine Mile Creek Watershed District.

ITEM #11	ADJOURNMENT	
M/Hayford Oleary, S/Christensen to adjourn the meeting at 8:21 p.m.		
Motion	n carried: 3-0	
Date Approve	ed: September 12, 2023	
		lary B. Supple
	N	layor
Dustin Leslie		atie Rodriguez
City Clerk	C	ity Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special Council Meeting August 29, 2023

CALL TO ORDER

The meeting was called to order by Mayor Supple at 4:00 p.m. in the Council Chambers.

Council Members Present: Mary Supple, Mayor; Sharon Christensen; Sean Hayford

Oleary; Simon Trautmann; and Ben Whalen (participating

remotely due to a medical reason)

Council Members

Absent:

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

Chris Swanson, Management Analyst; and Dustin Leslie, City

Clerk; Joe Powers, City Engineer

Others Present: None

ITEM #1

CONSIDER APPROVAL OF A CHANGE ORDER TO DESIGN AND INSTALL A SOIL RETENTION SYSTEM FOR THE 65TH STREET RECONSTRUCTION PROJECT IN ORDER TO REPLACE SANITARY SEWER AND INSTALL A STORMWATER BOX CULVERT.

Council Member Hayford Oleary summarized the report.

City Engineer Powers updated the report with a new cost estimate of \$850,000.

Council Member Hayford Oleary asked if external parties or developers would be held responsible for part of the cost. City Engineer Powers stated the city was currently looking into options. City Attorney Tietjen stated they were in the process of legal research to see if there were any cost sharing options. City Manager Rodriguez stated there would be a Council memo available when updates become available.

M/Hayford Oleary, S/Christensen to approve the change order to design and install a soil retention system for the 65th Street reconstruction project to replace sanitary sewer and install a stormwater box culvert with the new cost estimate of \$850,000.

Mayor Supple called a roll call. Ayes: Trautmann, Hayford Oleary, Christensen, Whalen, Mayor Supple. Nays: None. Motion carried 5-0.

ITEM #2

CONSIDER AUTHORIZING THE CITY ENGINEER, CITY MANAGER, AND MAYOR TO EXECUTE A CONSTRUCTION WORK ORDER AGREEMENT WITH MNDOT AND THE I-494 PROJECT 1 DESIGN-BUILD CONTRACTOR FOR THE CONSTRUCTION OF A SANITARY SEWER CROSSING UNDERNEATH I-35W.

Christensen summarized the report.

M/Christensen, S/Hayford Oleary to authorize the City Engineer, City Manager, and Mayor to execute a work order agreement with MnDOT and the I-494 Project 1 design-build contractor for the construction of a sanitary sewer crossing underneath I-35W.

Mayor Supple called a roll call. Ayes: Trautmann, Hayford Oleary, Christensen, Whalen, Mayor Supple. Nays: None. Motion carried 5-0.

ITEM #3 ADJOURNMENT

M/Hayford Oleary, S/Christensen to adjourn the meeting at 4:16 p.m.

Mayor Supple called a roll call. Ayes: Trautmann, Hayford Oleary, Christensen, Whalen, Mayor Supple. Nays: None. Motion carried 5-0.

Date Approved: September 12, 2023

Dustin Leslie

City Clerk

Mary B. Supple
Mayor

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

August 29, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 4:19 p.m. in the Bartholomew Room.

Council Members
Present:

Mary Supple, Mayor; Simon Trautmann; Sean Hayford Oleary; Ben Whalen (participating remotely due to a medical reason); and Sharon Christensen

Council Members
Absent:

Staff Present:

Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Dustin Leslie, City Clerk; Chris Swanson, Management Analyst; Melissa Poehlman, Community Development Director; Chris Link, Public Works Deputy Director; Mike Dobesh, Fire Chief; Amy Markle, Recreation Services Director; Kumud Verma, Finance Director; Chris Fierst, Liquor Store Manager; Jay Henthorne, Police Chief; Jennifer Anderson, Health Administrator; Kate Aitchison, Communications Manager; Joe Powers, City Engineer; Lisa Paradise, Assistant Finance Director; Kim Griffith, Motor Vehicle Licensing Supervisor; Scott Kulzer, Administrative Analyst; Jenell Wood, Assistant Fire Chief; Michael Williams, IT Assistant Manager; Jane

Skov, IT Manager

ITEM #1

PRESENTATION OF THE 2023 REVISED/2024 PROPOSED BUDGET AND TAX LEVY.

City Manager Rodriguez introduced the topic and thanked staff for their hard work on the budget.

Finance Director Verma gave the presentation covering the following: budget timetable, key events, general fund revenues, 2024 proposed tax levy, general fund expenditures, and city reserves.

Mayor Supple noted that the pool is no longer running at a deficit and asked if this would be the case going forward. Finance Director Verma stated she did not know for sure if it would stay in the black but was likely to perform better than in the past.

Finance Director Verma continued the presentation covering the following: proposed tax levy impact on the average household, history of state aid received, city financial overview, 2024 proposed general fund budget, certified tax levy history, staffing updates, and long-term financial forecasts.

Finance Director Verma presented the Finance Department budget covering staffing updates, budget highlights, and goals.

Community Development Director Poehlman presented the Community Development Department budget covering departmental overview, budget highlights and notes, goals, and future considerations and needs.

Public Works Deputy Director Link presented the Public Works Department budget covering departmental overview, core services, general fund budget, enterprise funds, internal fund budget, budget notes, departmental highlights, goals, and future considerations and needs.

Council Member Hayford Oleary asked to explain the difference in work done between Public Works and Parks and Recreation. Deputy Director Link explained how parks and building maintenance differed between the two departments.

Recreation Services Director Markle presented the Recreation Services Department budget covering departmental overview, budget overview, recreation programming overview, revenue and expenditures, facility overviews, 2023 highlights, goals, special revenue funds, and special facility highlights. Markle also presented an update on the department's sustainability program.

Fire Chief Dobesh presented the Fire Department budget covering departmental overview, budget overview, goals, and future considerations and needs.

Council Member Trautmann asked where funding for fire vehicles and equipment comes from. Chief Dobesh stated it comes out of the Public Works budget.

Assistant City Manager Thongvanh presented the Administrative Services Department budget covering departmental overview, budget overview, divisional overviews and highlights, and initiatives and goals.

Liquor Store Manager Fierst presented the Liquor Operations budget covering operational notes, budget overview, highlights, and goals.

Police Chief Henthorne and Health Administrator Anderson presented the Public Safety Department budget covering departmental overview, budget overview, budget highlights, goals, and future considerations and needs.

City Manager Rodriguez presented the Legislative and Executive Department budget covering departmental overview, budget overview, City Council highlights, City Manager highlights, goals, and future needs.

Mayor Supple thanked everyone for their work on the budget.

ΔD	IOI	IDV	IMI	FNT

Mayor Supple adjourned the work session at 6:40 pm

Date Approved: September 12, 2023	
	Mary B. Supple Mayor
Dustin Leslie City Clerk	Katie Rodriguez City Manager



Proclamation of the City of Richfield

WHEREAS, Hispanic Heritage Month, from September 15 through October 15, pays tribute to Hispanic and Latino Americans, the largest ethnic minority group in the United States of America, for their contributions to the United States of America and to celebrate the culture and history of these groups; and

WHEREAS, the origin of Hispanic Heritage Month goes back to 1968, when President Lyndon Johnson authorized Hispanic Heritage Week in order to increase awareness of Hispanics' contributions to the United States; and

WHEREAS, President Ronald Reagan expanded Hispanic Heritage Week to Hispanic Heritage Month in 1988. The first day of Hispanic Heritage Month was set at September 15th, which is the day of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and

WHEREAS, during Hispanic Heritage Month Mexico celebrates its independence on September 16th, and Chile celebrates its independence on September 18th. Also, Columbus Day or Día de la Raza, is celebrated on October 12th; and

WHEREAS, 19.4% of the population in Richfield is of Hispanic or Latino origin, according to 2022 estimates by the U.S. Census Bureau;

WHEREAS, Hispanic and Latino Americans have sought for and struggled to make the United States of America their home while enduring discrimination and oppression from those who attempt to quash their dreams for better lives for themselves and their families; and

WHEREAS, Hispanic and Latino Americans have brought with them their determination, hard work, and talents, which have enriched the lives of all peoples of the United States of America; and

WHEREAS, the people of Richfield voted into office the first Hispanic female mayor in Minnesota history, Maria Regan Gonzalez, in 2018; and

WHEREAS, the City of Richfield, its City Council and staff identifies celebrating diversity and being equitable as core values, recognizing that our diverse culture is one of our greatest strengths and assets, striving to promote an environment of equity and inclusion; and

WHEREAS, the Richfield Human Rights Commission supported this proclamation at its August 10, 2023, meeting and recommended the Richfield City Council do the same; and

Now, THEREFORE, I, Mary Supple, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim September 15 to October 15 as Hispanic Heritage Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Hispanic and Latino Americans throughout the year.

PROCLAIMED this 12 th day of September 2023.
Mary B. Supple, Mayor



Proclamation of the City of Richfield

WHEREAS, the founders of our nation, many who were immigrants themselves, upheld a belief that remains at the core of our country today: that all people have fundamental rights to freedoms under the Constitution; and

WHEREAS, a diverse society benefits everyone by providing new perspectives, new ideas, new ways of celebrating and creating community, and much more; and

WHEREAS, 16.9% of Richfield residents were born outside of the United States; and

WHEREAS, Richfield's success depends on making sure all residents feel welcome; and

WHEREAS, new residents are a vital part of our community – bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity that we all value; and

WHEREAS, Richfield residents are united in our efforts to build a stronger city regardless of where we are born or what we look like; and

WHEREAS, by recognizing the contributions that we all make to create a vibrant culture and a growing economy, we make our community more prosperous and inclusive to all who call it home; and

WHEREAS, in celebration of Welcoming Week and in collaboration and partnership with Bloomington, Eden Prairie, Edina, and Savage, we urge residents to come together in the spirit of unity and renew our commitment to build a community where every person has the opportunity to contribute and do their best.

NOW, THEREFORE, I, MARY SUPPLE, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim the week of September 8 – September 17, 2023, as Welcoming Week in the City of Richfield and call on the people of Richfield to observe this week with renewed commitment to build a stronger community.

PROCLAIMED this 12 th day of September 2023.
Mary B. Supple, Mayor

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR 5.A.



STAFF REPORT NO. 106 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

9/5/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of beer and malt beverages in their parking lot on Sunday, September 17, 2023, in conjunction with Richfield's Open Streets at Penn Fest event.

EXECUTIVE SUMMARY:

On August 15, 2023, Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry requested permission to serve beer and malt beverages outside in the parking lot area of their licensed establishment in conjunction with Richfield's Open Streets at Penn Fest event. While Fireside Foundry is currently licensed to sell intoxicating liquor, their license is only valid for the interior and outside patio areas, and their license does not allow alcohol service beyond their patio area.

This request for a temporary expansion of the licensed premises for Fireside Foundry would allow for the service of beer and malt beverages only, and would be valid only on Sunday, September 17, 2023, from 12:00 p.m. to 6:00 p.m. during Richfield's Open Streets at Penn Fest.

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

RECOMMENDED ACTION:

By motion: Approve the request for a temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of beer and malt beverages in their parking lot on Sunday, September 17, 2023, in conjunction with Richfield's Open Streets at Penn Fest event.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The following requirements have been met:
 - The City has been provided with a written narrative and drawing of the parking area showing how Fireside Foundry will control the flow of patrons purchasing beer and how they will be contained and monitored.

- Proof of liquor liability insurance covering the exterior of the premises has been provided showing Mid Century Insurance Co. affording the coverage.
- The applicant has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

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

This is a routine request with no strategic outcome considerations.

C. **CRITICAL TIMING ISSUES:**

Open Streets at Penn Fest takes place on September 17, 2023, so approval by the City Council is needed at the regular meeting on September 12, 2023.

D. FINANCIAL IMPACT:

This is a temporary expansion for the premises of their current alcohol license, so no fee is required.

E. **LEGAL CONSIDERATION:**

Minnesota Statute 340A.410, Subd. 7, states a licensing authority may issue a retail alcoholic beverage license only for a space that is compact and contiguous and the retail alcoholic beverage license is only effective for the licensed premises specified in the approved application which, in this case, is the interior of their business only. In previous years, the City attorney has advised the staff that the Council would need to approve an expansion beyond the interior walls of any establishment not already licensed for outdoor service.

ALTERNATIVE RECOMMENDATION(S):

The Council could deny the request for the temporary expansion of the licensed premises Fireside Foundry. This would mean the applicant would not be able to serve beer and malt beverages outside in the parking lot area of their establishment during Richfield's Open Streets at Penn Fest event.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representative of Fireside Foundry

ATTACHMENTS:

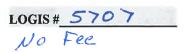
Description Type

Fireside Foundry - Penn Fest 2023 Temp Liquor Cover Memo



CITY OF RICHFIELD

Application for Temporary Liquor License



\$145.00-

\$72.00

For Temporary On-Sale Intoxicating Liquor and 3.2 Percent Malt Liquor licenses, you must also complete the enclosed Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division application. The forms should be submitted to the City at least 60 days before the event for which the temporary license is issued to ensure review by the City and the State of Minnesota.

TYPE OF TEMPORARY LICENSE

(You must select temporary intoxicating liquor and wine if interested in serving strong beer)

▼Temporary On-Sale Intoxicating Liquor & Wine

☐ Temporary On-Sale 3.2 Percent Malt Liquor only

Name of Applicant:	Scott Schoenig	Title:	General Manager			
Organization Name: Firesid Foundry Bar and Restaurant						
Address: 6736		City: Richfield	Zip 55423			
Date organized:		Tax Exempt number:				
		none: 612-385-1295 Email:	ttbin@tt			
Event name and loca	Event name and location where license will be used: Pennfest 6736 Penn Avo S					
07001 011177700						
Date(s) and exact times when alcohol will be served: 09/17/2023 12pm-6pm						
Briefly describe the nature of your event, including any food that will be served and entertainment						
for the event- * Also include a drawing showing where alcohol is being served and describe how alcohol will be monitored: Restaurant will operate as normal. We will serve beer and malt beverages						
in our parking lot. We will have a band performing from 1pm-5pm. We will have signs stating on premise						
alcohol only and alcohol cannot leave the premises once purchased. Our staff and the entrance to our						
location will monit	or guests coming and go	oing and will address anyone attem	pting to exit with alcohol.			

1) Are you a club, charitable, religious, or nonprofit organization? Yes No
2) If prior temporary on-sale 3.2 percent malt liquor licenses have been granted to Applicant in the past twelve months, state the date each license was granted:
ia.
Temporary On-Sale Intoxicating Liquor License Applicants
1) Are you a club, charitable, religious, or nonprofit organization that has existed for at least three years? Yes No
2) Are you a political committee registered under Minn. Stat. § 10A.14? Yes No
3) Are you a State university seeking temporary license in connection with a social event? Yes No
4) If prior temporary on-sale intoxicating liquor licenses have been granted to Applicant in the past
twelve months, state 1) the dates each license was granted; 2) the number of days (one, two, three, four) the license was in effect; and 3) the location for which the license was issued: Sept. 18, 2022 It was granted for 1 day. Fireside Foundry 6736 Penn Ave. South, Richfield, mn
5) If a prior temporary on-sale intoxicating liquor license has been granted to Applicant in the past 30
days, was the license issued in connection with an event officially designated by a community celebration by the City? Yes No
If "Yes," state the name and date of the event, the date(s) the license was in effect, and the location for which the license was issued:

6) Is Applicant contracting for	1554 T			
intoxicating liquor license issue	ed by the City or any oth	er municipality?	Yes	No V
If "Yes," state the name and co				
Applicant is contracting:				
Name:		Phone:		
7) You must provide proof of insurance been provided?	liquor liability insurance	. Has the required p		
Œ	APPLICANT'S ST	ATEMENT		
I declare that the information disclosure of information on the However, I understand the Cirafter issuance of the license, Statutes, Chapter 13. I undersof the application.	this form is voluntary as ty may not be able to pa all information in this a	nd that I am not leg rocess this applicati pplication will be p	gally required on without thublic pursuan	I to provide it. ne information. t to Minnesota
I hereby authority the City of consulted to verify the infor- criminal history records if any	nation I have provided	above. This inclu	ides authoriz	
Kr h	08/11/2023	Sc	ott Schoenig	
Applicant Signature	Date	Printed Name	of Applicant	

Form Sp:C1

City of Richfield License Applicant Information

Under Minnesota Law (M.S. 270C.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act if 1974, we must advise you that:

- This information may be used to deny the issuance, renewal, or transfer of you license if you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest;
- The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service:
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the Department of Revenue.

Name of license being applied for or rene	wed:Temporary on-sale Intoxicati	ng Liquor Licens	se
Licensing Authority (Name of city, count	y, or state agency issuing license):	City of I	Richfield
Licensing (or renewal) date:09/17/2			
Personal Information:			
Schoenig	Scott C		
Applicant's last name	First name and initial	SSN or IT	N (if applicable)
12025 Summerset In	Burnsville	MN	55337
Applicant's address	City	State	Zip Code
Business Information (if app Fireside Foundry Business name	licable):		
Fireside Foundry	<i>licable):</i> Richfield	MN	55423
Fireside Foundry Business name		MN State	55423 Zip Code
Fireside Foundry Business name 6736 Penn Ave South	Richfield City		
Fireside Foundry Business name 6736 Penn Ave South Business address	Richfield City	State	Zip Code
Fireside Foundry Business name 6736 Penn Ave South Business address 2960853	Richfield City 4* Federal tax	State 1-1858257 x identification nur everse side of this	Zip Code
Fireside Foundry Business name 6736 Penn Ave South Business address 2960853 Minnesota tax identification number	Richfield City 4* Federal tax	State 1-1858257 x identification nur everse side of this	Zip Code

APPLICATION FOR LICENSE INVOLVING PRIVATE OR CONFIDENTIAL INFORMATION

(Tennessen Warning)

IN CONNECTION WITH YOUR REQUEST FOR A LICENSE, THE CITY HAS ASKED THAT YOU PROVIDE IT WITH INFORMATION ABOUT YOURSELF WHICH IS CLASSIFIED AS EITHER PRIVATE OR CONFIDENTIAL BY THE MINNESOTA GOVERNMENT DATA PRACTICES ACT (M.S.A 13.04). ACCORDINGLY, THE CITY IS REQUIRED TO INFORM YOU OF THE FOLLOWING:

- 1. The Purpose and intended use of the information requested is: <u>To determine if you are eligible for a license from the City of Richfield.</u>
- 2. You are not legally obligated to supply the requested information.
- 3. The known consequences of supplying the requested information is: The information or further investigation could disclose information, which could cause your application to be denied.
- 4. The known consequences of refusing to supply the requested information is: <u>Your request for a license cannot be processed.</u>
- 5. The following persons and entities are authorized by law to receive the information if provided: Staff of Richfield Public Safety Department, Bureau of Criminal Apprehension, Hennepin County Warrant Office, Ramsey County Warrant Office, State of Minnesota – Driver License Section, Hennepin County Auditor, and other governmental agencies necessary to process your application.

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice.

SIGNATURE:	~~		DATE:	08/11/2023
-	/	7		

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name:(NOT the insurance agency)	Farmers Insurance
Policy Number or Self-Insurance l	Permit Number:0A22293550
Dates of Coverage:	
	(or)
I am not required to have workers	' compensation liability coverage because:
() I have no employees covered	by law.
() Other (Specify):	

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

		08/11/2023
	Signature	Date

TRESTANDE ANT GARBAGE STAR WALK OTHER STOP DESSEN STATEN BEYOND THES BEYOND THES NO ALLO HOLDL STAN STATION P ON PREMIKE BEVER A GES ONLY Why Consider Las AMAZOMO TRACLER PREECAR PRACES ALLOHOLIC DEVOIGLES BAND MONITORENU FOR STAFF BACELAR + TENT G COSHHOLE 0



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), ALITHORIZED REPRESENTATIVE OF PRODUCER, AND THE CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and

conditions of the policy, certain poli	cies may require an endorsement. A statement on this certific	sate does not conferrights to the certificate holder	r in lieu of such endorsement(s	1).
Tod Ault/(1390311)		CONTACT NAME: Ted Ault	-	
		PHONE	FAX	
2189 Cedar Ridge Cir		(A/C, NO, EXT): 651-686-8005 (A/C, NO): 651-328-6322		2
Eagan MN 55122-1913		E-MAIL ADDRESS: tault@farmersagent.com		
Logan	=	INSURER(S)AFFORDING COVERAGE		NAIC#
INSURED		INSURER A: Truck Insurance Exchange		21709
THOMPSON'S FIRESIDE PIZZA INC		INSURER B: Farmers Insurance Exchange	ge	21652
		INSURER C: Mid Century Insurance Con	npany	21687
6736 PENN AVE S		INSURER D:		
MINNEAPOLIS	MN 55423	INSURER E:		
WINTER OLIO	19114 00720	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADDTL **SUBR POLICYEFF** POLICYEXP TYPE OF INSURANCE **POLICY NUMBER** LIMITS LTR INSD WVD (MM/DD/YYYY) (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY **FACH OCCURRENCE** 1.000,000 DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea Occurrence) 250,000 MED EXP (Any one person) 5,000 PERSONAL & ADVINIURY С 607206944 12/31/2022 12/31/2023 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** 2,000,000 POLICY PROJECT LOC PRODUCTS - COMP/OP AGG 2,000,000 OTHER: COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS SCHEDULED С BODILY INJURY (Per accident) \$ ONLY AUTOS 607206944 12/31/2022 12/31/2023 HIRED AUTOS NON-OWNED PROPERTY DAMAGE ONLY **AUTOS ONLY** (Per accident) **UMBRELLA LIAB** OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** DED **RETENTION \$** WORKERS COMPENSATION OTHER AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/ Y/N E.L. EACH ACCIDENT N/A **EXECUTIVE OFFICER/MEMBER** E.L. DISEASE - EA EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF E.L. DISEASE - POLICY LIMIT OPERATIONS below Per occurance 1,000,000 Liquor Liability C 507206944 01/01/2023 01/01/2024 2,000,000 Aggregate DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage extends to Thompson's Firsde Pizza Inc's outdoor space

CERTIFICATE HOLDER	CANCELLATION
City of Richfield 6700 Portland Ave S	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Richfield, MN 55423	AUTHORIZED REPRESENTATIVE Ted Ault

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5.B.



STAFF REPORT NO. 107 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

8/21/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of an agreement with the City of Bloomington for the provision of food, pools, lodging, therapeutic massage and body art establishment inspection services for the City of Richfield for 2024.

EXECUTIVE SUMMARY:

The City of Bloomington and the City of Richfield have had a contract for over 31 years for Bloomington Environmental Health to provide inspection and enforcement services in the areas of food, beverage, lodging, therapeutic massage, body art and public swimming pools along with plan check work for food services to Richfield.

The proposed contract for 2024 for these services will be \$160,000 compared to the 2023 contract amount of \$155,300. This is a 3% increase over the dollar amount paid to Bloomington in 2023. The increase is tied to increased benefit costs and staff salaries.

RECOMMENDED ACTION:

By motion: Approve the agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2024.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Contained in the Executive Summary.

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

The City of Bloomington has sufficient resources to provide a professional level of inspection services to Richfield residents. Annual evaluations of their services have shown they are providing efficient services in a cost-effective manner.

C. CRITICAL TIMING ISSUES:

There are no critical timing issues.

D. **FINANCIAL IMPACT**:

A 3% budget increase has been communicated to Richfield by Bloomington so the amount of \$160,000 has been captured in Richfield's 2024 budget.

E. **LEGAL CONSIDERATION:**

The City Attorney has reviewed the contract and has approved of it and its contents.

ALTERNATIVE RECOMMENDATION(S):

The Council could decide to have Richfield provide it's own food service inspections, beverage and lodging and the public swimming pools inspections and plan to check food services; however, the State would have to approve this change and would likely be concerned about staffing, response and capacity issues. The cost of hiring the necessary staff to provide the same level of services and administrative support would be more than the current expenditures and would require a significant budget increase.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description Type

□ 2024 F/P/L agreement Cover Memo

AGREEMENT BETWEEN THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA FOR INSPECTIONS OF FOOD AND BEVERAGE, LODGING, THERAPEUTIC MASSAGE AND BODY ART ESTABLISHMENTS, AND PUBLIC SWIMMING POOLS

WHEREAS, Richfield is authorized and empowered to provide for various types of environmental health inspections and code enforcement to ensure the public health, welfare and safety; and

WHEREAS, it is the desire of the parties and the purpose of this agreement that certain of such services be performed by Bloomington on behalf of Richfield.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

- 1. The term of this Agreement shall be from January 1, 2024 through December 31, 2024, subject to termination as provided in paragraph 6.
 - 2. For the term of this Agreement, Bloomington shall provide the following services:
 - a. Food establishment inspections and code enforcement as necessary.
 - i. "High risk" food service establishments (license Types I and II) and schools will be inspected a minimum of two (2) times per year.
 - ii. "Medium risk" food establishments required to have a certified food manager (license Type III) will be inspected two (2) times per year.
 - iii. "Medium risk" food establishments not required to have a certified food manager (license Type IV) and "Low risk" (license Type V) food establishments will be inspected one (1) time per year.

Agreement Id: 2023-399

- b. Plan check and preopening construction inspections for new and remodeled food, lodging, therapeutic massage and body art establishments.
- c. All public swimming pools inspected at least once (1) per year with a goal of two (2) inspections per year. This is in addition to an opening inspection of all outdoor public pools at the beginning of the summer swimming season.
- d. All lodging establishments inspected at least once (1) per year.
- e. All therapeutic massage and body art establishments inspected at least once (1) per year.
- f. Investigation and resolution of complaints associated with food, lodging, therapeutic massage and body art establishments and public swimming pools.
- 3. Bloomington shall have control over the manner in which the inspections, plan review and code enforcement activities are conducted and over the determination of what enforcement action is appropriate and consistent with Richfield City Code Sections 617, 618, 619, 630 and 1188, and other applicable policies and ordinances as established by Richfield.
- 4. Bloomington shall assume the expense of performing the inspections and code enforcement.
- 5. In 2024, Richfield shall pay Bloomington the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2024, and the remainder shall be due on November 30, 2024.
 - 6. Either party may terminate this Agreement as follows:
 - a. Upon the expiration of ninety (90) days after service of written notice upon the other party; or
 - b. At any time, upon mutual agreement of the parties.
- 7. In the event of a termination prior to December 31, 2024, a monthly pro rata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.
- 8. To the fullest extent allowed by law, Bloomington agrees to defend, indemnify and hold harmless Richfield, and its officers, officials, agents and employees from and against all claims,

actions, damages, losses and expenses arising out of or resulting from Bloomington's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitations on liability with respect to claims made by third parties.

- 9. To the fullest extent allowed by law, Richfield agrees to defend, indemnify and hold harmless Bloomington, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Richfield's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Richfield, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitations on liability with respect to claims made by third parties.
- 10. Bloomington shall carry municipal liability insurance in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence. Bloomington shall carry property damage liability insurance in the amount of \$100,000. Richfield shall be named as an additional insured on Bloomington's municipal liability policy and a certificate of said insurance shall be provided to Richfield upon request. Bloomington shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Richfield upon request.
- 11. Any employee assigned by Bloomington to perform its obligations hereunder shall remain the exclusive employee of Bloomington for all purposes including, but not limited to, wages, salary and employee benefits.
- 12. In addition to the services listed in Paragraph 2 above, Bloomington shall, upon request, also provide for and on behalf of Richfield elevated blood lead case management and enforcement. Such services shall be paid for by Richfield at the hourly rate of \$69.00 per hour plus the direct cost

of all laboratory sample analysis incurred by Bloomington, and said hourly rate shall be separate from, and in addition to, the payment provided for by Paragraph 5 of this Agreement. All other provisions of this Agreement shall remain applicable with respect to the lead assessment services being provided.

- 13. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Bloomington as the agent, representative or employee of Richfield for any purpose or in any manner whatsoever. Bloomington is to be and shall remain an independent contractor with respect to all services performed under this contract. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required by Richfield under this contract, shall not be considered employees of Richfield. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Bloomington personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Bloomington, its officers, officials, agents, or employees shall in no way be the responsibility of Richfield. Bloomington shall defend, indemnify and hold Richfield, its guests, invitees, members, officers, officials, agents, volunteers, representatives and/or subcontractors harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Bloomington personnel and other persons working on its behalf shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay and PERA.
- 14. The books, records, documents, and accounting procedures of Bloomington relevant to this Agreement, are subject to examination by Richfield and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.
- 15. This Agreement represents the entire Agreement between Bloomington and Richfield and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

- 16. Bloomington and Richfield agree to comply with the Americans with Disabilities Act (ADA) including all applicable provisions of Title II Public Services and in accordance with 28 C.F.R. Part 35 Subpart B Section 35.130 of the US Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973 (Section 504), and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Bloomington agrees to hold harmless and indemnify Richfield from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by Bloomington. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington agrees to utilized its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities. Richfield has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by 28 C.F.R. Part 35 Subpart B Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.
- 17. Bloomington and Richfield agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue South; Suite 100, Minneapolis, Minnesota, 55405. The parties shall decide whether mediation will be binding or non-binding. If the parties cannot reach agreement, mediation will be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statutes of limitations.
- 18. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

	CITY OF BLOOMINGTON, MINNESOTA
DATED:	BY:
	Its City Manager
Reviewed and approved by the City Attorn	ney.
City Attorney	
	CITY OF RICHFIELD, MINNESOTA
DATED:	BY: Its Mayor
DATED:	BY: Its City Manager
	us Chy Manager

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

NDA ITEM# 5.C.



STAFF REPORT NO. 108 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

9/5/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution of support for Richfield's application for federal funding for a Corridor Planning Study of 76th and 77th Street via the USDOT Reconnecting Communities and Neighborhoods (RCN) Grant Program.

EXECUTIVE SUMMARY:

Public Works is preparing a grant application to seek federal funds through the USDOT RCN Grant Program to conduct a corridor planning study of the 76th/77th Street corridor from Xerxes Ave to Trunk Highway 77 (exact limits may change prior to submittal).

If grant funding is awarded, the aim of the study would be to conduct extensive public engagement on whether the current roadway meets the needs of the community it serves and develop concepts and a corridor plan for a future vision of 76th and 77th Streets.

The maximum award is up to \$2M. Staff is still working on scope but currently anticipates asking for \$800k-\$1.2M, but that has the potential to change..

It sounds like we will be trying to extend our limits to York instead of Xerxes since it is a more natural ending point. I am confirming that with Edina staff that they are okay with that. I don't think the text in the staff report needs to change.

RECOMMENDED ACTION:

By Motion: Adopt the resolution of support for Richfield's application for federal funding for a Corridor Planning Study of 76th and 77th Street via the USDOT RCN Grant Program.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

Richfield constructed 77th Street from I-35W to Trunk Highway 77 as part of the ring-route vision for relieving traffic on the I-494 corridor. This included a four-lane concrete high speed roadway design with a noise wall on the north side of the road and limited pedestrian infrastructure. The roadway and noise wall construction required the purchase of nearly 40 properties on the north side of 77th Street and cut

off access to numerous residential roads from 77th Street, which created a physical barrier within Richfield.

Approximately 12% of the city's population lives between 76th/77th and I-494, an area bounded by high speed roads with limited access to parks, schools, and other city amenities. 38% of the city's population lives in a census tract that is divided by this roadway. Within a half-mile radius of the corridor, 47% of the residents are BIPOC, 32% have low income, and 18% are aged 64 or older. There is a food desert, housing burdened residents, and transportation access challenges in the area as well.

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

<u>Strategic Outcome Consideration</u>: By adopting a resolution supporting this grant application, the city can leverage an external revenue source to provide "sustainable infrastructure financing". By conducting the study if grant funding is awarded, the city can "reduce racial inequities and barriers for traditionally excluded groups" and ensure that "city infrastructure supports service needs".

C. CRITICAL TIMING ISSUES:

Grant applications are due on September 28th, 2023, which makes the adoption of the resolution at this meeting timely.

D. **FINANCIAL IMPACT**:

The maximum award is up to \$2M. Staff is still working on scope but currently anticipates asking for \$800k-\$1.2M, but that has the potential to change. Richfield would be responsible for a 20% match of any federal funds awarded.

E. LEGAL CONSIDERATION:

None at this time.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description Type

B RCN Grant Application Resolution of Support
Resolution Letter

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR THE 'RECONNECTING RICHFIELD: 76th ST/77th ST PLANNING STUDY' THROUGH THE USDOT RECONNECTING COMMUNITIES AND NEIGHBORHOODS (RCN) GRANT PROGRAM APPLICATION

WHEREAS, the United States Department of Transportation's Reconnecting Communities Pilot (RCP) funded through the Bipartisan Infrastructure Law (BIL) and Neighborhood Access and Equity (NAE) established by the Inflation Reduction Act (IRA), are now combined into the Reconnecting Communities and Neighborhoods (RCN) Grant Program; and

WHEREAS, the RCN Grant Program will competitively award planning capital construction grants and technical assistance for community-centered transportation projects, with emphasis on aiding disadvantaged communities in accessing vital services and removing barriers like highways that impede connectivity, mobility, and economic development; and

WHEREAS, the City of Richfield will pursue planning grant funds and provide the mandatory match of 20 percent of project costs, which combined, will be used to identify improvements to transportation barriers that impact pedestrians living near and using the 76th St/77th St corridor in Richfield; and

WHEREAS, the 76th St/77th St corridor is a 3.5-mile long, west-east corridor that stretches across the southern part of Richfield and runs parallel to I-494—a freeway that carried 120,000–140,000 vehicles per day in 2022 and is currently being expanded; and

WHEREAS, the 76th St/77th St corridor functions as a reliever route for I-494 by carrying high traffic volumes at high speeds; and

WHEREAS, the 76th St/77th St corridor features a noise wall located on the north side of the street for the majority of the corridor creating an obstacle to access nearby destinations like parks and jobs; and

WHEREAS, the corridor provides limited bicycle/pedestrian accommodations along the route and poor pedestrian crossing infrastructure; and

WHEREAS, the corridor contributes to a portion of the City of Richfield's residents that live south of 77th St, including a large area identified as a disadvantaged community by the USDOT being sandwiched between two major transportation corridors that act as mobility barriers; and

WHEREAS, there are a total of eight public and private schools within just over 0.5-mile of the project corridor; and

WHEREAS, the corridor's lack of accessibility was identified in the 2014 Safe Routes to School Comprehensive Plan in collaboration with Richfield Public Schools and noted there are very high traffic volumes acting as a significant barrier to pedestrians and bicyclists, and that "there are not any designated school zones or school crossings near the school"; and

WHEREAS, according to the EPA's EJScreen data, within a 0.5-mile radius of the corridor, 47 percent of residents are people of color, 32 percent have low income, and 18 percent are aged 64 or older; and

WHEREAS, EJScreen data also indicated that within a 0.5-mile radius of the corridor, there exists a food desert, housing burdened residents, and challenges related to transportation access; and

WHEREAS, improving accessibility and removing barriers on the 76th St/77th St corridor will increase the safety and improve the experience of students traveling to and from schools and community members accessing jobs, goods, and services; and

WHEREAS, on September 6, 2023, the Richfield Transportation Commission reviewed and discussed the merits the USDOT RCN Grant Program application and voted to encourage the City Council to adopt this resolution in support of the application; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield, Minnesota, supports Public Works' 2023 USDOT RCN Grant Program application for the 'Reconnecting Richfield: 76th St / 77th St Planning Study'.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2023.

	Mary Supple, Mayor	
ATTEST:		
Dustin Leslie, City Clerk		

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5.D.



STAFF REPORT NO. 109 CITY COUNCIL MEETING 9/12/2023

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

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

8/25/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

EXECUTIVE SUMMARY:

The National Highway Traffic Safety Administration (NHTSA) is providing federal funding to the OTS to implement a program to support one full time officer solely for DWI enforcement. Eight counties, including Hennepin, were chosen to receive grant funding. The grant is administered through the OTS. The grant was guaranteed for four years (2015-2019). However, the grant has been written for an additional federal fiscal year at a time for 2020, 2021, 2022, 2023, and now 2024. The City of Richfield has received an additional extension and has been awarded \$127,644.26 for 2024.

RECOMMENDED ACTION:

By motion: Adopt a resolution allowing the Richfield Department of Public Safety to accept a grant from the Office of Traffic Safety (OTS) for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The average number of DWI arrests per year in Richfield is 176. The goal is to increase that to 200 DWI arrests per year.
- In 2016, Richfield had 26 alcohol related crashes.
- In 2017, Richfield had 30 alcohol related crashes.
- In 2018, Richfield had 35 alcohol related crashes.
- In 2019, Richfield had 37 alcohol related crashes.
- In 2020, Richfield had 32 alcohol related crashes.
- In 2021, Richfield had 42 alcohol related crashes.
- In 2022, Richfield had 40 alcohol related crashes.
- From 01/01/2023-08/23/2023, Richfield had 22 alcohol related crashes.
- Minnesota Motor Vehicle Crash Facts data show that the hours between 5:00 p.m. and 5:00 a.m.

as having the highest concentration of alcohol related crashes. The DWI officer's work shift will be from 5:00 p.m. to 5:00 a.m. with a minimum of two Fridays and two Saturdays per month to be a required part of the DWI officer's schedule. Statistics will be checked daily, including but not limited to: speed tickets, seat belt tickets, texting tickets, "Not a Drop" tickets and warnings associated with these statistics. Proactive criminal interdiction patrol would also be implemented.

 The City of Richfield has been approved to receive \$127,644.26 from the DWI Officer grant for 2024.

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

Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.

- The grant money will be used by Public Safety to pay for one full-time police officer salary; including overtime and/or training.
- Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and by a two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

This is a routine request with no strategic outcome considerations.

C. CRITICAL TIMING ISSUES:

The total length of the grant was for four years, however, grants will be written for one federal fiscal year at a time and the City of Richfield has received an extension on an original four-year grant to fully fund an officer.

D. FINANCIAL IMPACT:

- Federal guidelines require this money be spent on projects designed to reduce DWI incidents. Both the officer and majority of the equipment funded by the grant can only be used for the enforcement of laws prohibiting driving while impaired. If the DWI officer responds to, or is called to an incident for something other than an alcohol-related driving offense, the time spent on non-DWI related enforcement exceeding 15 successive minutes must be paid for by the agency. The vehicle will be assigned to and driven solely by the DWI officer.
- The Richfield Department of Public Safety has developed a work plan and budget that have been approved by the OTS.
- The grant will cover one full-time sworn officer, and fringe benefits are covered by the grant. The Richfield Department of Public Safety has funds budgeted for items not covered by the grant.

E. **LEGAL CONSIDERATION**:

There are no legal considerations.

<u>ALTERNATIVE RECOMMENDATION(S):</u>

Council could not approve the acceptance of the grant but the Richfield Department of Public Safety would then not be able to dedicate an officer to DWI enforcement.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description
Type
Certification Regarding Lobbying
Backup Material
Contract/Agreement
Resolution
Resolution
Resolution

CERTIFICATION REGARDING LOBBYING

(For State of Minnesota Contracts and Grants over \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Na	ame
Name and Title	of Official Signing for Organization
By:Signatu	re of Official
 Date	

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2024 NHTSA: DWI / Traffic Safety Officer Grant Contract Agreement No.: A-OFFICR24-2024-RICHFPD-018	
Grantee: Richfield Police Department 6700 Portland Avenue South	Grant Contract Agreement Term: Effective Date: 10/01/2023	
Richfield, MN 55423-1618 Grantee's Authorized Representative:	Expiration Date: 09/30/2024 Grant Contract Agreement Amount:	
Sergeant Matt Steen 6700 Portland Avenue South Richfield, MN 55423-1618 (612)861-9800 msteen@richfieldmn.gov	Original Agreement \$ 127,644.26 Matching Requirement \$ 0.00	
State's Authorized Representative: Duane Siedschlag, Impaired Driving Program Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Federal Funding: CFDA/ALN: 20.600 & 20.608 FAIN: 69A37523300004020MNO & 69A37523300001640MNA	
(651)221-7078 Duane.siedschlag@state.mn.us	State Funding: N/A Special Conditions: None	

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2024 NHTSA: DWI / Traffic Safety Officer Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2024 NHTSA: DWI / Traffic Safety Officer Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Contract Agreement

Page 2 of 2

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as	3. STATE AGENCY	
required by Minn. Stat. § 16A.15.	Signed:	
, ,	(with	h delegated authority)
Signed:	Title:	
Date:	Date:	
Grant Contract Agreement No./ P.O. No. A-OFFICR24-2024-RIC	CHFPD-018 / 3000089368	
Project No.24-03-03		
2. GRANTEE		
The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.		
Signed:		
Print Name:		
Title:		
Date:		
Signed:		
Print Name:		
Title:		
Date:		
Signed:		
Print Name:	D: 17 1	DDC/FAG
Title:	Distribution:	Grantee
D.		State's Authorized Representative

Organization: Richfield Police Department

Budget Summary

udget		
Budget Category	State Reimbursement	Local Match
Salary		
DWI Officer salary for entire year, plus anticipated overtime.	\$127,644.26	\$0.00
Total	\$127,644.26	\$0.00
Operating Expenses		
Vehicle mileage	\$0.00	\$0.00
Total	\$0.00	\$0.00
Total	\$127,644.26	\$0.00

08/10/2023 Page 1 of 1

RESOLUTION NO.

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF \$127,644.26 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER DEDICATED TO DWI ENFORCEMENT.

WHEREAS, Richfield Police Department has been approved by the Office of Traffic Safety (OTS) to receive funds made available to eight Counties in the State of Minnesota through federal funding provided by the National Highway Traffic Safety Administration (NHTSA); and

WHEREAS, Richfield is scheduled to be awarded \$127,644.26 or a lesser amount as awarded by the Minnesota Department of Public Safety to be used as designated by the grant agreement which mandates that the funds be used to support one full time officer dedicated to DWI enforcement for an extension of the original term of four years; and,

WHEREAS, Richfield has agreed that the Minnesota Department of Public Safety will serve as the fiscal agent; and,

WHEREAS, in accordance with the agreement, squad operating costs per mile, maintenance, uniforms, weapons and time spent in excess of 15 minutes on non-DWI related calls will be covered by the Richfield Police Department; and,

WHEREAS, Richfield Police has established an approved budget with the OTS for \$127,644.26 or a lessor amount for the DWI enforcement program; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2023 to September 30, 2024.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2023.

	Mary Supple, Mayor	
ATTEST:		
Dustin Leslie, City Clerk		

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR 5.E.



STAFF REPORT NO. 110 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

9/5/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the Mutual Waiver of Notice Relating to Termination of License Agreements and Release of License Agreements which permitted Best Buy to use a parcel of public right-of-way as an additional parking area for their office headquarters until such time as the Minnesota Department of Transportation required use of the property for the construction of I-494 improvements.

EXECUTIVE SUMMARY:

Richfield obtained a Right-of-Way Aquisition Loan Fund loan (RALF) loan to buy land needed to build the Penn Ave Bridge over I-494 in 2001. This program provided an interest-free loan from the Metropolitan Council that would not be paid pack until the land was needed for highway purposes. In the interim, the land was used by Best Buy for employee parking under a License Agreement and by the Metropolitan Council for a transit park and ride facility under a sub-agreement. Since the land has been conveyed to the Minnesota Department of Transportation for their I-494 project, the license agreements must be terminated to close out the loan.

RECOMMENDED ACTION:

By Motion: Approve the Mutual Waiver of Notice Relating to Termination of License Agreements and Release of License Agreements which permitted Best Buy to use a parcel of public right-of-way as an additional parking area for their office headquarters until such time as the Minnesota Department of Transportation required use of the property for the construction of I-494 improvements.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Three parcels that were remnants of the Penn Avenue bridge project were purchased by Richfield at a combined cost of \$7,000,000 using the RALF program for funding. There was an understanding at the time that MnDOT would want to claim the land for I-494 expansion, at which point they would pay the city \$7,000,000 for the parcels, which the city would then use to pay off the Metropolitan Council RALF loan.

In the interim, the land was leased by Best Buy for temporary employee parking and four special events per year. That lease also contained a sub-lease which allowed Metro Transit to use the east end of the parking lot as a transit hub and park and ride lot. These two agreements are being terminated with

approval of this Mutual Waiver of Notice Relating to Termination of License Agreements and Release of License Agreements.

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

Strategic Outcome Considerations:

- The RALF loan itself and the subsequent agreements that allowed Best Buy Corporation and the Metropolitan Council to utilize empty remnant parcels for the last 20+ years to the benefit of employees and transit users ensured "City infrastructure supports service needs".
- The interest-free RALF loan is an example of "sustainable infrastructure financing" being leveraged to benefit the community and region.

C. CRITICAL TIMING ISSUES:

I-494 Project 1 construction is underway and the termination of the license agreements related to the RALF parcel is timely.

D. FINANCIAL IMPACT:

- The City of Richfield obtained a \$7,000,000 interest-free RALF loan from the Metropolitan Council in 2001 to purchase three remnant parcels left over from the Penn Ave bridge construction with assurance that sometime in the future MnDOT would buy the parcels from the City for I-494 reconstruction purposes.
- MnDOT paid the City of Richfield \$7,000,000 for the parcels needed for I-494 project on August 5, 2022.
- The City of Richfield repaid the Metropolitan Council \$7,000,000 to retire the RALF loan commitments on September 21, 2022.

E. LEGAL CONSIDERATION:

The Mutual Waiver of Notice Relating to Termination of License Agreements and Release of License Agreements has been drafted and reviewed by the City Attorney's office.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description
Type

Mutual Waiver of Notice and Termination of License Agreement

2009 RALF Memo
Backup Material

MUTAL WAIVER OF NOTICE RELATING TO TERMINATION OF LICENSE AGREEMENTS AND RELEASE OF LICENSE AGREEMENTS

This Mutual Waiver of Notice Relating to Termination of License Agreement a	nd Release of
License Agreements ("Waiver and Release") is made on	, 2023 (the
"Effective Date"), by the City of Richfield, a Minnesota municipal corporation	("City"), Best
Buy Co., Inc. ("Best Buy"), and the Metropolitan Council, a public corporation	and political
subdivision of the State of Minnesota ("Council") (collectively, the ("Parties")).	

- 1. Pursuant to a License Agreement, dated April 4, 2002 ("License Agreement"), filed in the Office of the Registrar of Titles Office for Hennepin County on May 6, 2002, as Document No. 3539704, and filed in the Office of the County Recorder for Hennepin County on April 29, 2002, as Document No 7713438, the City permitted Best Buy to use the real property described on Exhibit A ("Property") as an additional parking area for Best Buy's office headquarters that was located on other real property until such time as the Minnesota Department of Transportation ("MnDOT") required use of the Property for the construction of Interstate 494 improvements.
- 2. Pursuant to an Agreement to Assign and Modify License Agreement and to Grant Easement, dated November 5, 2004 ("Assignment and Modification Agreement"), the City, Best Buy, and the Council agreed and desired that the License Agreement be assigned from Best Buy to the Council for use as a park and ride lot and a bus stop for Council funded transit services. In the Assignment and Modification Agreement, Best Buy granted the Council certain easements for access and egress to the Property.
- 3. Pursuant to the Amendment No. 1 to Agreement to Assign and Modify License Agreement and to Grant Easement, dated August 16, 2005 ("Amendment No. 1"), the City, Best Buy, and the Council agreed to allow Best Buy to certain use of the Property for corporate events and Best Buy agreed to grant the Council additional easements on other real property that Best Buy owns.
- 4. Pursuant to Section 1.5 of the License Agreement, the City, Best Buy, and the Council executed subsequent amendments that extended the duration of the license, as amended by the Assignment and Modification Agreement and Amendment No. 1 as follows:

- a. Amendment No. 2 to License Agreement and to Grant Easement, dated April 4, 2017, which extended the Term of the License Agreement and the access and egress easement for two additional years to April 4, 2019 with the option to extend the Term for two (2) additional one (1) year terms ("Amendment No. 2"); and
- b. Amendment No. 3 to License Agreement and to Grant Easement, dated April 4, 2020, which extended the Term of the License Agreement and the access and egress easement to April 4, 2021 with an option to extend the Term for an additional one (1) year ("Amendment No. 3"); and
- c. Amendment No. 4 to License Agreement and to Grant Easement, dated April 4, 2021, which extended the Term of the License Agreement and the access and egress easement to December 31, 2024 with an option to extend the Term to December 31, 2026 ("Amendment No. 4").
- 5. Pursuant to Sections 1.3 and 1.4 of the License Agreement, as subsequently amended by Section 4(b) of the Assignment and Modification Agreement, the License could be terminated upon the provision of written notice with termination occurring on a date certain set forth in such notice or thirty (30) days following receipt of such notice if no date was provided in the notice.
- 6. Collectively, the License Agreement, Assignment and Modification Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 are collectively referred to as the "License Agreements."

NOW, THEREFORE, the Parties, for valuable consideration, the receipt and sufficiency of which is acknowledged, all agree as follows:

- 1. The Parties mutually waive any required written termination notices for the termination of the License Agreements.
- 2. The Parties mutually agree that the License Agreements are hereby terminated and release the Property from the License Agreements.
- 3. Counterparts. This Waiver and Release may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Metropolitan Council Signature Page

METROPOLITAN COUNCIL

Dated:	By: Philip Walljasper Its: Interim Regional Administrator
STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.)
, 2023, by P	ent was acknowledged before me this day of nilip Walljasper, Interim Regional Administrator of the ic corporation and political subdivision of the State of ropolitan Council.
	Notary Public

NOTARY STAMP OR SEAL

City of Richfield Signature Page

CITY OF RICHFIELD

Dated:	By: Its: Mayor	
	By:	r
STATE OF MINNESOTA)) ss.	
COUNTY OF HENNEPIN)	
The foregoing instrum, 2023, by and City Manager, respectively		Fore me this day of, the Mayor
and City Manager, respectively laws of Minnesota, on behalf of		unicipal corporation under the
	Notary Public	
	riotary r ubiic	

NOTARY STAMP OR SEAL

Best Buy Co., Inc. Signature Page

BEST BUY CO., INC.

NOTARY STAMP OR SEAL

Dated:	By: Cara Helper Its: Authorized Signatory
STATE OF MINNESOTA COUNTY OF HENNEPIN) ss.
	nt was acknowledged before me this day of August, norized Signatory of Best Buy Co., Inc., a corporation under alf of said corporation.
	Notary Public

THIS INSTRUMENT DRAFTED BY:

Office of General Counsel Metropolitan Council 390 Robert Street North St. Paul MN 55101

EXHIBIT A

Outlots A, B and C, BEST BUY CAMPUS, Hennepin County, Minnesota.

CITY OF RICHFIELD

Memorandum

DATE:

March 24, 2009

TO:

Christopher Regis, Finance Director Elizabeth Finnegan, Civil Engineer

FROM:

Thomas Foley, Transportation Engineer

SUBJECT: RALF Loan (Right-of-Way Acquisition Loan Fund) for I-494

The City of Richfield obtain a RALF loan as part of its efforts to buy land needed to build the Penn Avenue Bridge over I-494 in 2001. The RALF Loan Program is unique in that it is an interest-free loan made by the Metro Council. The City does not pay back the loan until the land acquired is needed for highway purposes.

In this case there were three parcels of land that were remnants of the Penn Bridge Project that were purchased at a combined cost of \$7,000,000 using the RALF Loan Program as the source of funds.

At some time in the future, the Minnesota Department of Transportation will want to claim that land for expansion of I-494. When they do, Mn/DOT will pay the City \$7,000,000 for the three remnant parcels. The City, in turn, will tehn retire the loan by paying the Metro Council \$7,000,000. Ann Braden, phone (612) 602-1705, is the current Metro Council staff person who manages the RALF Loan Program. She usually sends an annual audit letter asking us to confirm that the RALF loan is still needed, i.e. that Mn/DOT has not begun construction of I-494 expansion and indicated its need for the land.

You should also be aware that this land is large enough to accommodate 500 parking stalls. The Best Buy Company is using the land on a temporary basis as a parking lot and four special events per year under a lease with Mn/DOT and the City of Richfield.

The Best Buy lease also contains a sub-lease to Metro Transit. The transit agency uses the east end of the parking lot combined with some City owned public right of way at the end of Knox Avenue for a Transit Hub and park-and ride lot. Corrine Heine, the City Attorney, can assist you on the leases and on the RALF loan.

Mn/DOT's Land Management Office requires that we show that the City-owned leased property is covered by our insurance. There is a copy of my most recent letter to Mn/DOT where I attached a copy of a Certificate of Insurance from our provider. I asked Francie Fletcher to obtain this for me.

All of this information is contained in three folders that I have filed as part of my Metro Council files. The folders are clearly marked as Metro Council RALF and Lease folders.

City of Richfield	
Expenditures by CO, BU, Obj -	
RILOG2000V	

5/13/2021 10:10:48 Page -General Ledger Activity 1/1/2002 - 12/31/2002 Ledger AA Company 40010 Business Unit Object 6103 R55GLACT RIL

U Doc Doc No GL Date	GL Date	Rec/Ck#	Vendor Inv #	Account Number	Description	Debit Amount	Credit Amount	GL Explanation / Remark	Address Name
40010 MUI	40010 MUNICIPAL STATE AID	E AID							
40019	Penn Av	Penn Ave Bridge over I-494	194						
JE 353	3/31/2002			40019.6103	Professional Services -General	5,857.00		#200328 03/12/2002 WSB PROFESS	
JE 353	3/31/2002			40019.6103	Professional Services -General	546.14		#200328 03/12/2002 GH SMITH PR	
JE 353	3/31/2002			40019.6103	Professional Services -General	1,650.00		#200401 03/26/2002 KNDY GRVN P	
JE 353	3/31/2002			40019.6103	Professional Services -General	3,777.91		#200401 03/26/2002 KNDY GRVN P	
JE 353	3/31/2002			40019.6103	Professional Services -General	26.00		#200445 03/31/2002 MARCH EQUIP	
JE 302	4/30/2002			40019.6103	Professional Services -General	3,137.92		#200471 04/09/2002 KNDY GRVN P	
JE 302	4/30/2002			40019.6103	Professional Services -General	426.05		#200471 04/09/2002 KNDY GRVN P	
JE 302	4/30/2002			40019.6103	Professional Services -General	5,530.00		#200540 04/23/2002 PATCHIN AS	
JE 302	4/30/2002			40019.6103	Professional Services -General	1,736.00		#200540 04/23/2002 WSB PROFESS	
JE 302	4/30/2002			40019.6103	Professional Services -General	5.75		#200580 04/30/2002 APRIL EQUIP	
JE 317	5/31/2002			40019.6103	Professional Services -General	1,691.20		#200640 05/14/2002 KNDY GRVN P	
JE 317	5/31/2002			40019.6103	Professional Services -General	27.20		#200640 05/14/2002 KNDY GRVN P	
JE 317	5/31/2002			40019.6103	Professional Services -General	882.50		#200640 05/14/2002 PATCHIN AS	
JE 317	5/31/2002			40019.6103	Professional Services -General	3,500.00		#200640 05/14/2002 COLLIERS T	
JE 317	5/31/2002			40019.6103	Professional Services -General	2,987.20		#200640 05/14/2002 URS BRW IN	
JE 317	5/31/2002			40019.6103	Professional Services -General	2,420.72		#200640 05/14/2002 URS BRW IN	
JE 317	5/31/2002			40019.6103	Professional Services -General	138.00		#200640 05/14/2002 WSB PROFESS	
JE 317	5/31/2002			40019.6103	Professional Services -General	1,200,000.00		#200700 05/28/2002 COMM TRANS	
JE 317	5/31/2002			40019.6103	Professional Services -General	14,657.75		#200700 05/28/2002 WSB PROFESS	
JE 317	5/31/2002			40019.6103	Professional Services -General	2,618.25		#200700 05/28/2002 WSB PROFESS	
JE 317	5/31/2002			40019.6103	Professional Services -General	2,000,000.00		#200718 05/30/2002 COMM TRANS	
JE 317	5/31/2002			40019.6103	Professional Services -General		882.50	#200724 05/31/2002 RECLASS PAT	
JE 317	5/31/2002			40019.6103	Professional Services -General	7.01		#200762 05/31/2002 MAY '02 EQU	
JE 318	6/30/2002			40019.6103	Professional Services -General	223.92		#200770 06/11/2002 KNDY GRVN P	
JE 318	6/30/2002			40019,6103	Professional Services -General	154.81		#200770 06/11/2002 KNDY GRVN P	
JE 318	6/30/2002			40019.6103	Professional Services -General	1,750.00		#200770 06/11/2002 COLLIERS T	
JE 318	6/30/2002			40019.6103	Professional Services -General	450.00		#200770 06/11/2002 URS BRW IN	
JE 318	6/30/2002			40019.6103	Professional Services -General	1,487.50		#200833 06/25/2002 COLLIERS T	
JE 354	7/31/2002			40019.6103	Professional Services -General	175.00		#200898 07/09/2002 CONWRTH PRO	
JE 354	7/31/2002			40019.6103	Professional Services -General	1,700,000.00		#200898 07/09/2002 COMM TRANS	
JE 354	7/31/2002			40019.6103	Professional Services -General	4,781.28		#200898 07/09/2002 KNDY GRVN P	
PV 294	8/13/2002	117958	01000-754-00000	40019.6103	Professional Services -General	86.00		PROF SVCS - JUNE 2002	201772 WSB & ASSOCIATES INC
			07						
PV 953	8/13/2002	117794	52735	40019.6103	Professional Services -General	197.54		PROFESSIONAL SERVICES	
PV 953	8/13/2002	117794	52735	40019.6103	Professional Services -General	118.14		PROFESSIONAL SERVICES	
PV 1189	8/13/2002	117936	267-17470	40019.6103	Professional Services -General	589.80		PROF SVCS 4/27/02-6/28/02	
PV 1978	8/27/2002	118140	081302	40019.6103	Professional Services -General	000'000'009		PROJ #157-020-20	200305 COMMISSIONER OF TRANSPORT

2

Page -

Ledger AA R55GLACT RILOG2000V Expenditures by CO, BU, Obj -Company 40010 Business Unit Object 6103

City of Richfield

General Ledger Activity 1/1/2002 - 12/31/2002

Address Name		200827 KENNEDY & GRAVEN	201652 URS BRW INC	201652 URS BRW INC	201075 MN DEPT OF TRANSPORTATION	200827 KENNEDY & GRAVEN	200827 KENNEDY & GRAVEN	207274 CARDINAL DEVELOPMENT CC	200827 KENNEDY & GRAVEN	201247 PATCHIN MESSNER & DODD	207311 BJORKLUND, BRAD	201075 MN DEPT OF TRANSPORTATION	200296 COLLIERS TURLEY MARTIN T	200296 COLLIERS TURLEY MARTIN T	200827 KENNEDY & GRAVEN		:002 200827 KENNEDY & GRAVEN	209644 MICHALES, MARILYN	200595 GREENBERG, PHILLIP	201612 TUCKER, LARRY	200827 KENNEDY & GRAVEN	210139 SMITH, PHILLIP C	210137 MALKERSON, SHERMAN P			
Remark		SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	ment	PROFESSIONAL SERVICE-NOV 2002 200827	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	1 Net	1 Net	1 Net
GL Explanation / Remark		PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	Accrue ROW Payment	PROFESSIONAL	PROFESSIONAL SERVICES	6,810,401.61	6,810,401.61	6,810,401.61					
Credit Amount																								882.50	882.50	882.50
Debit Amount		13.60	617.50	5,105.00	700,000.00	60.40	56.75	1,837.50	13.00	2,725.00	8,500.00	250,000.00	1,750.00	6,912.00	1,077.86	250,811.82	13.00	3,179.02	1,776.01	1,858.18	168.00	6,757.25	6,415.63	6,811,284.11	6,811,284.11	6,811,284.11
Description		Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	Professional Services -General	40019.6103 Total	Penn Ave Bridge over I-494	40010 MUNICIPAL STATE AID
Account Number		40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019,6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019.6103	40019,6103	40019.6103		40019	40010
Vendor Inv #		53036A	267-18176	267-17948	157-020-20	53364	53364	100902	53765	20205-B	100702	157-020-20A	1107-001	101402	54183		54521	010703	010903	011003	54926	020403	020403			
Rec/Ck#	pa	118820	119248	119248	119049	10/22/2002 119448	10/22/2002 119448	11/12/2002 119871	11/12/2002 119952	11/12/2002 120017	11/12/2002 119863	11/12/2002 119998	11/26/2002 120280	11/26/2002 120280	12/10/2002 120696	2	12/31/2002 121375	12/31/2002 121764	12/31/2002 122038	12/31/2002 122133	12/31/2002 122054	12/31/2002 122465	12/31/2002 122406			
UDoc Doc No GL Date	in	2002	10/8/2002	10/8/2002	10/8/2002	2/200%	2/200%	2/200%	2/2002	2/2007	2/2002	2/2002	26/2002	6/2002	10/200%	JE 1405200212/31/2002	31/2002	31/2002	31/200%	/31/2002	31/2002	31/2002	31/200			
Б	Company 40010 Continued	9/24/2002	10/8/	10/8/	10/8/	10/2	10/2	11/1	11/1	11/1	11/1	11/1	11/2	11/2	12/	0212/	12/	12/	12	12	12/	12	12			

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5.F.



STAFF REPORT NO. 111 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: John Evans, Executive Analyst

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director

OTHER DEPARTMENT REVIEW: None

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the acceptance of the quotations from Midwest Playscapes for \$143,830 for the replacement of play equipment at Donaldson Park and \$76,170 for the replacement of play equipment at Fairwood Park and authorize the Recreation Services Director to proceed with the project.

EXECUTIVE SUMMARY:

On June 2, a request for proposal was released to solicit proposals for the replacement of the outdated play equipment at Fairwood and Donaldson Parks. The project is part of the approved 2023 Capital Improvement Budget and allocates \$220,000 total for the two parks.

Open houses and surveys were conducted to solicit input from residents living near each of these parks. In the survey, residents were asked to indicate which types of play features, color schemes, themes, and play activities they preferred for their neighborhood park; these preferences informed many of the specifications within the request for proposal. The deadline for play equipment vendors to submit their proposals was Friday, August 11. Three proposals were received: Midwest Playscapes, Northland Recreation, and Flagship Recreation.

On Thursday, August 17, the three proposals were scored based on the criteria outlined in the RFP, including the neighborhood preferences for play features and other factors like inclusiveness, safety, appeal to all ages, and overall design. Members of the Community Services Commission were invited to score the proposals; CSC Member Jenna Hanson participated, along with five Recreation Services staff members.

The highest-scoring proposal was from Midwest Playscapes. Their proposal meets all requirements and they are a trusted vendor/installer with whom the City has worked in the past.

The Fairwood play equipment will be installed in the same container as the existing equipment, located at the north end of the park. The existing container at Donaldson is located immediately west of the existing building; this area will be cleared to make space for a new Donaldson park building and the new play equipment will be located just south and east of the existing building, closer to the parking lot.

RECOMMENDED ACTION:

By Motion: Accept the quotations from Midwest Playscapes for \$143,830 for the replacement of play

equipment at Donaldson Park and \$76,170 for the replacement of play equipment at Fairwood Park and authorize the Recreation Services Director to proceed with the project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City of Richfield Capital Improvement Plan includes replacement of the play equipment that is oldest or most in need of replacement each year, taking into consideration any updates in safety, design, and play experiences since the existing equipment was installed. The life span of play equipment is typically about 25 years.

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

For projects over \$75,000, cities must require contractors to provide a performance bond and a payment bond. In addition, Minnesota Statute 471.425 requires that each contract between the government entity and a prime contractor to require the prime contractor to pay subcontractors within 10 days of receipt of payment from the government entity. This provision is included in the attachment to the proposal. Both of these requirements were included in the RFP.

Municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described above, and in state statutes section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

<u>Strategic Outcome Considerations:</u> The acceptance of the quotes for the replacement of play equipment at Donaldson and Fairwood Park will ensure "city infrastructure supports service needs" into the future.

C. CRITICAL TIMING ISSUES:

Removal of the old equipment and installation of the new equipment will take place in the Spring of 2024.

D. **FINANCIAL IMPACT**:

Funding for the new play equipment is included in the approved 2023 Capital Improvement Budget in the amount of \$110,000.

The proposed project budgets of \$143,830 and \$76,170 include all of the following:

- Removal of old equipment.
- Installation of new play equipment, wood carpet, and wear pads.
- Excavation & grading within the container (existing container border can be used. Any new concrete curbing must also be included in the proposal).
- Drain tile, initial grading, backfill, sod & seed, export unwanted fill.

E. LEGAL CONSIDERATION:

There are no legal considerations for this item.

ALTERNATIVE RECOMMENDATION(S):

Reject the quotation and delay the replacement of the play equipment. Direct the Community Services Commission to re-write the RFP and consider new proposals for a future season.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Туре
D	Play Equipment RFP	Backup Material
D	Midwest Playscapes Quote-Fairwood	Backup Material
D	Midwest Playscapes Quote-Donaldson	Backup Material

REQUEST FOR PROPOSAL DESIGN, SUPPLY & INSTALLATION OF PLAYGROUND EQUIPMENT AT FAIRWOOD AND DONALDSON PARKS

RFP Release: Friday, June 2, 2023 (revised 7/24/23) **Deadline for Submittal:** Friday, August 11, 4:00 pm

DATE OF ALL WORK FOR FAIRWOOD PARK MUST BE BETWEEN SEPTEMBER 1, 2023, AND JUNE 1, 2024. DATE OF ALL WORK FOR DONALDSON PARK MUST BE BETWEEN SEPTEMBER 1, 2024, AND JUNE 1, 2025.

ADDENDUM (7/24/23): At Donaldson Park, restoration of original playground container is required, including filling in the old footings and removal of concrete.

I. GENERAL GUIDELINES

A. Requests For Competitive Proposals

The City of Richfield is seeking competitive proposals from interested and qualified companies for the design, supply and installation of playground equipment at Fairwood Park (6700 Logan Avenue), and Donaldson Park (7434 Humboldt Ave), Richfield, MN 55423.

B. Owner and Submission Information

Interested companies should submit FOUR COPIES of their competitive proposals to:

RICHFIELD RECREATION

7000 NICOLLET AVE

RICHFIELD, MN 55423

RE: FAIRWOOD & DONALDSON PARK EQUIPMENT PROPOSAL

Competitive proposals shall include all the items set forth in Section II below. Any questions regarding this Request for Proposals should be directed to Recreation Services Director Amy Markle at 612-861-9394 or amarkle@richfieldmn.gov

All proposals must be sealed and submitted to the Richfield Community Center at the above address by **10:00** a.m. on Thursday, July 6, 2023. Late submissions will not be considered. All proposals must be accompanied by a certified check, cash deposit, or proposal bond equal to at least 5% of the amount of the total bid, made payable to the City of Richfield, Minnesota.

II. PROJECT DESCRIPTION AND SCOPE

A. General Project Scope

The City of Richfield Recreation Services Department is seeking competitive proposals for the design, supply, and installation of playground equipment for one existing play equipment replacement at Fairwood and Donaldson Parks as defined in Section II, B and C. The proposer would also be responsible for removal and disposal of the existing play equipment at both parks.

B. Budget

Design, supply and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), sand base, excavation & grading, finish sod, export unwanted sand & fill, freight, delivery, and applicable sales tax shall not exceed the budget of \$220,000 for both parks combined.

C. Design and Cost Proposals

Proposers must only submit one design for each park. For Fairwood Park, the Proposer shall provide a play equipment design suitable for the <u>existing</u> play container. If Proposer deems modifications are necessary to the proposed container, these modifications should be clearly indicated on proposer's plans and the cost of these

RICHFIELD RECREATION SERVICES | 7000 NICOLLET AVE | RICHFIELD, MN 55423

modifications must be within the total project budget. For Donaldson Park, the submitted design shall include the <u>excavation of a new container</u> with concrete border, at least 100'x100' in size. If Proposer deems modifications are necessary to the proposed container, these modifications should be clearly indicated on Proposer's plans and must be included as part of the total project cost.

The Proposer should provide materials and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), excavation & grading, finish sod, export unwanted sand & fill, sand base (can use existing sand in container), as part of one base bid. Resilient surface shall be wood fiber to conform to all CPSC and ASTM guidelines. The City will dispose of excess concrete, sand, or woodchips.

Equipment must meet the following guidelines:

- 1. Proposer must visit the site and take measurements of existing container to ensure CPSC distance quidelines;
- 2. Conform to all CPSC and ASTM guidelines for the equipment itself;
- 3. Conform to all proposed ADA requirements and IPEMA Certified.
- 4. Support posts must be powder-coated aluminum or steel, no metal slide surfaces or enclosed tunnels will be accepted, plastic components must be graffiti-resistant and have UV protection, other component features will be judged based on the design submitted;
- 5. Design for each park should include the following items and must include features for all play ages (2-12) in a single structure:

BOTH PARK DESIGNS TO INCLUDE:

- Rubber transfer surfacing and ramps for full access to play features
- Spiral slides
- Wobbly and balance bridges
- Rock climbing experience
- Musical/sound panels and features
- Deck roofs
- Swings with wear pads, including an inclusive (ADA) swing with rubber surface leading to it and a variety of other swings (tire, multi-person, standard)
- 2-3 benches in the container
- Do not include roller slides or any enclosed slides/tubes

DIFFERENT PREFERENCES FOR EACH PARK:

FAIRWOOD PARK	DONALDSON PARK
- Color Scheme: Natural (green and brown)	- Color Scheme: Bright (neon)
- Spinners (multi-person seated and single)	- Net climber (tall)
- Spring riders (animal theme)	– Multi-person spinner(s)
	- Spring riders (vehicle or animal theme)

- 6. The shape and size of the existing areas will dictate the usability of some components. Visit each site and take your own measurements.
- 7. The vendor is responsible for the receipt of delivery of the equipment including with unloading and storage until installation. Storage on-site is permissible.
- 8. The successful Proposer must provide a performance bond and payment bond in an amount equal to the full amount of the contract.
- 9. Each competitive proposal submitted should reflect, by line item, the cost for the design, purchase and installation of play equipment components, including all applicable sales taxes, freight, and other costs associated with each piece of equipment. Costs should be broken down into logical categories to aid the City in evaluation and include:
 - All soft costs; including design, overhead, insurance, as well as all applicable sales taxes.

RICHFIELD RECREATION SERVICES | 7000 NICOLLET AVE | RICHFIELD, MN 55423

• All hard costs; including all work and materials related to the installation of play equipment, drain tile, concrete curb and resilient surfacing. Please itemize installation costs.

Each Proposer must submit the following with bid:

- Written assurance that the safety surfacing and play area components meet all applicable U.S. Consumer Product Safety Commission Guidelines, ASTM standards, proposed ADA requirements, IPEMA Certification and other applicable state and federal requirements will be required from each Proposer prior to contract initiation.
- Plan layout of design and catalogue(s) with proposed equipment and safety surfacing identified for review by staff.
- Current warranty, insurance, and product specification information on all products and materials included in your proposal.
- Written estimate of delivery and installation time frame.
- Link to videos that show kids playing on components the vendor would like to highlight.

A. Site Review

Each Proposer must visit the site to become familiar with the play container.

B. References

Each Proposer shall provide a list of five municipal references. Each reference must include the name and address of the jurisdiction where the Proposer has installed equipment similar to the equipment proposed for this request, and the name and daytime telephone number of an individual, who still works for the jurisdiction, that the City can contact. Municipalities should be within the metropolitan area and the installation should not be more than five years old.

C. Specifications

Each proposal submitted shall clearly reflect post diameters and other specifications describing the type of materials provide in the proposal.

III. EVALUATION AND SELECTION

A. <u>Design Considerations</u>

The design proposed will be a key factor in the selection process. The City encourages innovative, interesting and exciting designs that will distinguish Richfield parks. Available color selections will be made following the manufacturer's standard color chart.

B. Evaluation Criteria

The Selection Committee will evaluate and rank each proposal using the following criteria:

- 1. Overall Design
- 2. Appeal to All Ages
- 3. Fitness Value
- 4. Price
- 5. Degree of Inclusiveness
- 6. Delivery (including written verification of unloading/storage responsibility) and installation timeframe.
- 7. Warranty Provisions
- 8. Review/Inspection of previous installations and/or references.

C. Contract and Insurance Requirements

The selected vendor will be required to enter into a contract with the City, provide the City with a performance bond and payment bond in an amount equal to the full amount of the contract to assure the timely performance and payment for the work proposed, and assure their availability to have the Project begin and be completed in each park's given date parameter: Fairwood-perform work between September 1, 2023, and June 1, 2024. Donaldson-perform work between September 1, 2024, and June 1, 2025. The City will not be responsible to

RICHFIELD RECREATION SERVICES | 7000 NICOLLET AVE | RICHFIELD, MN 55423

store or secure play equipment materials prior to and including installation. Minnesota Statute 471.425 requires that each contract between the government entity and a prime contractor to require the prime contractor to pay subcontractors within 10 days of receipt of payment from the government entity.

Insurance requirements include:

- 1. Worker's Compensation Insurance: The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance with a company that is lawfully authorized to do business in the State of Minnesota. Such insurance shall protect the Contractor, or Subcontractor or anyone directly or indirectly employed by any of them from claims under worker's compensation, disability benefit and other similar employee benefit acts.
- 2. Commercial/Comprehensive General Liability Insurance: The Contractor shall take out and maintain during the life of this contract Public Liability Insurance, Property Damage Liability, and Personal Injury Insurance with a company that is lawfully authorized to do business in the State of Minnesota. Such insurance shall protect the Contractor, Subcontractor, or anyone directly or indirectly employed by the Contractor or Subcontractor performing work covered by this contract from claims arising out of public liability, property damage, or personal injury including death, as well as claims for property damage which may arise out of work. The Contractor's policy shall list the City as an additional insured on a primary or non-contributory basis. The recommended minimum limits of insurance per project are:

•	General Aggregate	\$500,000
•	Product-Completed Operations Aggregate	\$500,000
•	Personal and Advertising Injury	\$500,000
•	Per Occurrence (Bodily Injury & Property Damage)	\$500,000

- 3. Fire Insurance: The Contractor is responsible for insuring for fire, and extended coverage including vandalism and malicious coverage on the work included in the contract from the beginning of the work until final acceptance of the completed project. The policies shall cover all work incorporated in the project and all material in place or stored at the site for installation against loss by fire and wind. This provision does not exclude material partially paid for by the Owner. This insurance shall be for the full insurable value of the material and shall be kept in full force until final acceptance of the work by the Owner.
- **4. Automobile Insurance:** The Contractor shall take out and maintain during the life of the contract Automobile Insurance with a company that is lawfully authorized to do business in the State of Minnesota. The recommended minimum limits of insurance are \$1,000,000 combined single limit (B1 & PD).

All insurance referenced in paragraphs 1 through 4 shall be placed with companies acceptable to and approved by the City prior to the commencement of the work. The Contractor shall submit copies of the certificate with the City prior to commencement of the work. Certificates of insurance will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City. The City shall be shown on the General Liability coverage as an "additional insured."

Any proposals received with limits lower than those referenced above may still be considered for this project.

D. Reservations and Other Considerations.

- 1. The City of Richfield reserves the right to reject any or all proposals for reasons of safety, quality, quantity, design or other issues deemed important to the successful completion of the project. Any proposals exceeding the maximum funding or footprint on the site will be excluded. Proposal amounts will need to be effective for 45 days after the above deadline.
- 2. The City reserves the right to accept proposals based upon the evaluation criteria.
- 3. The City will not be responsible for any costs incurred by those submitting or preparing competitive proposals. At the request of the Proposer, proposals will be returned after the selection process has been completed and a vendor selected.
- 4. The City reserves the right to revise the scope of the project based on budget limitations and other relevant

RICHFIELD RECREATION SERVICES | 7000 NICOLLET AVE | RICHFIELD, MN 55423

5.	considerations. Each Proposer must meet the City of Richfield contract re proposals that do not meet contract requirements.	equirements. The City reserves the right to reject



8632 Eagle Creek Circle, Savage, MN 55378 www.MIDWESTPLAYSCAPES.com

Project: Fairwood Park/City of Richfield

Dial-field MANIES 400

Contact: A my Markle

Ship To: 7000 Nicollet Ave

direct: 952.895.8888 fax:952.895.8889

toll free: 800.747.1452

playscapes@earthlink.net

Phone:

Bill To:

Fax:

Quotation



612-861-9394

	amarkle@richfield ntact Name:			Date:	7/6/23
Qty	Design/Item#	Description			Total
- 1	DD063023-01	Playworld Playground		\$	60,460.00
		*Price includes all play equipment shown in			
		design #DD063023-01			
	EWF	Engineered Wood Fiber		\$	3,775.00
169 Sq Ft	PIP	Poured in Place Rubber Access Pads		\$	8,450.00
		*Price includes all materials and insatallation			
		Performance and Payment Bond		\$	1,080.00
			Less Coop Discount	\$	(10,278.00)
			Additional Discount	\$	(2,000.00)
				Subtotal \$	61,487.00
				Freight \$	3,800.00
	Tax Exempt #	* Please provide certi	ficate S	Sales Tax	
O.O.O.O.O.O.O.O.O.O.O.O.O.O.O.O.O.O.O.			LocalS	Sales Tax	~~~
				Total \$	65.287.00

Options

Add \$10,883 for installation of all play equipment and safety surfacing shown in design #DD063023-01, removal and disposal of existing equipment, excavation, fabric, drain tile and finish sod.

NOTE: Freight Quotes are good for 10 days from quote date above, due to rising fuel costs. Quote will need to be re-evaluated after this time frame.

NOTE Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced seperately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow TBD weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes. Inc., the customer agrees to pay 20% restocking fee plus freight charges.

Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed:	Accepted
Dominic Dvorak	Date:
	Printed Name:

Design Number: DD063023-01 - Bill Of Material

R	e	f	
n	C	ш	

No.	Part No.	Description	Quantity
	Posts		
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	2
2	ZZCH0038	3.5in OD x 148in STEEL POST W/ RIVETED CAP	2
3	ZZCH0049	3.5in OD x 160in STEEL POST W/O CAP	4
4	ZZCH0077	3.5in OD x 200in STEEL POST W/O CAP	4
	Decks & Kic	k Plates	
5	ZZCH0616	SQUARE COATED DECK ASSEMBLY	2
6	ZZCH0636	DOUBLE SLIDE COATED DECK ASSEMBLY	1
7	ZZCH2516	6in ENTRY SUPPORT BRACKET KICK PLATE	2
8	ZZCH2530	12in DECK TO DECK KICK PLATE	1
	ADA Items		
9	ZZCH2006	TRANSFER STATION (36in DECK)	1
10	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
	Slides		
11	ZZCH2658	GLIDE SLIDE (60in DECK)	1
12	ZZCH2727	TWIST AND SHOUT (48in DECK)	1
13	ZZCH3537	SLIDE- NUVO 360 SPIRAL SLIDE	1
	Activity Pan	els	
14	ZZCH4446	SLIDE-N-LEARN PANEL	1
15	ZZCH4648	POST MOUNT SCAVENGER HUNT	1
	Barriers		
16	ZZCH4095	CENTERLINE PIPE WALL BARRIER	1
	Climbers		
17	ZZCH7439	ROCK CLIMBER (48in DECK)	1
18	ZZCH8289	RIBBON CLIMBER (36in DECK)	1
19	ZZUN0176	ROCKBLOCKS Z SUPPORT (60in WALL)	2
20	ZZUN0177	ROCKBLOCKS Z SUPPORT (84in WALL)	1
21	ZZUN8358	ROCKBLOCKS 90 DEGREE WALL (84in to 60in)	2
22	ZZUN8360	ROCKBLOCKS END WALL (60in)	2
	Bridges		
23	ZZCH7085	6ft CATWALK	1
	Audible Acti	vities	
24	ZZCH4409	ACCESSIBLE BELL PANEL	1
25	ZZCH4649	POST MOUNT DRUM	1
	Roofs & Arcl	hes	
26	ZZCH9846	CABANA ROOF	2
	Stairs and La	adders	_
27	ZZCH9168	12in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
			1

Design Number: DD063023-01 - Compliance and Technical Data Reference Document: ASTM F1487

F1487	
ASTM	
Document:	
Reference	

Ref.			Unit	Total Weight	Pre- Post- Consumer Recycled Content	CO2e Footprint		Install	Concrete	Active Play
No. F	Part No.	Qty. Description	Status	(sql)	(sql)	(kgs)	Users	Hours	(Yds3)	Events
1 Z	ZZSG303P	3 6ft BENCH W/ BACK - PERFORATED - IN-GROUND	N/A			1,220				
2 2	2 ZZXX0260	2 BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft of TOP RAIL	Certified	17.60		108	2	0.50	0.00	7
3 2	ZZXX0265	1 INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	Certified	11.31		06	=	0.25	00.00	П
4 2	ZZXX0483	1 COZY COCOON - SPINNING	Certified	132.00		834	e	1.50	0.13	1
5 2	9990XXZZ	1 CONCERTO VIBES	Certified	134.82		3,188	П	2.00	0.26	1
9	ZZXX0721	1 DUCK WITH COIL SPRING	Certified	63.41		221	1	2.00	, 0.07	-
7 2	ZZXX0818	1 8ft SINGLE POST SWING ASSEMBLY	N/A	257.68		159	0	2.00	0.24	0
8	ZZXX0819	1 8ft SINGLE POST SWING ADD-A-BAY	N/A	169.58		109	0	2.00	0.12	0
Z 6	ZZXX0892	1 ACCESSIBLE SWING SEAT- 8ft TOP RAIL	Certified	51.90		639		0.50	00.00	1
10 Z	ZZCH0028	2 3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	87.02		117	0	2.00	0.25	0
11 2	ZZCH0038	2 3.5in OD x 148in STEEL POST W/ RIVETED CAP	Certified	94.22		127	0	2.00	0.25	0
12 Z	ZZCH0049	4 3.5in OD x 160in STEEL POST W/O CAP	Certified	199.64		254	0	4.00	0.50	0
13 2	ZZCH0077	4 3.5in OD x 200in STEEL POST W/O CAP	Certified	244.04		317	0	4.00	0.50	0
14 Z	ZZCH0616	2 SQUARE COATED DECK ASSEMBLY	Certified	109.72		348	9	2.00	00'0	0
15 2	ZZCH0636	1 DOUBLE SLIDE COATED DECK ASSEMBLY	Certified	63.86		185	co	1.00	0.00	0
16 Z	ZZCH2516	2 6in ENTRY SUPPORT BRACKET KICK PLATE	Certified	10.06		180	0	1.00	0.00	0
17 2	ZZCH2530	1 12in DECK TO DECK KICK PLATE	Certified	8.85		17	0	0.50	00.00	0
18 Z	ZZCH2006	1 TRANSFER STATION (36in DECK)	Certified	145.80		308	7	2,00	0.09	0
19 Z	ZZUN2019	1 APPROACH STEP FOR TRANSFER STATION	Certified	35.83		72	 1	1.00	0.04	0
20 Z	ZZCH2658	1 GLIDE SLIDE (60in DECK)	Certified	135,48		295	2	1.50	0.03	П
21 2	ZZCH2727	1 TWIST AND SHOUT (48in DECK)	Certified	183.86		929	4	3.00	90'0	1
22 2	2ZCH3537	1 SLIDE- NUVO 360 SPIRAL SLIDE	Certified	650.00		1,417	7	00.9	0.15	1
23 2	ZZCH4446	1 SLIDE-N-LEARN PANEL	Certified	57.80		516	П	1.00	00.0	1
24 2	ZZCH4648	1 POST MOUNT SCAVENGER HUNT	Certified	15.86		264	3	2.00	0.00	T



Design Number: DD063023-01 - Compliance and Technical Data Reference Document: ASTM F1487

2.61 m3

17 Metric Tons

404 Kg

204 Kg

1,829.34 Kg



Design Number: DD063023-01 - Compliance and Technical Data

Reference Document: ASTM F1487

Active		Users Hours (Yds3) Events	
C02e	Footprint	(kgs)	
Consumer	Recycled Content	(sql)	
Total	Weight	(lbs)	
Unit	ASTM	Status	
		Qty. Description	
	ef.	to. Part No.	

ASTM F1487

within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall The lay-out for this custom playscape, design number DD063023-01, has been configured to meet the requirements of the ASTM F1487 standard. In interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure. surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product. a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



ਰ

Page

Playworld.com



8632 Eagle Creek Circle, Savage. MN 55378 www.MIDWESTPLAYSCAPES.com

direct: 952,895.8888 fax:952.895.8889

toll free: 800.747.1452

playscapes@earthlink.net

Bill To:

Quotation



Project:Donaldson Park/City of RichfieldPhone:612-861-9394Contact:Amy MarkleFax:

Ship To: 7000 Nicollet Ave

Ontions

Richfield, MN 55423

Email: amarkle@richfieldmn.gov

Shipping Contact Name: Date: 7/6/23

Qty	Design/Item#	Description		Total
1	DD063023-02	Playworld Playground	\$	128,126.00
		*Price includes all play equipment shown in	,	
		design #DD063023-02		
	EWF	Engineered Wood Fiber	\$	7,424.00
338 Sq Ft	PIP	Poured in Place Rubber Access Pads	\$	10,816.00
		*Price includes all materials and insatallation		
400 ft		Concrete Border	¢	20,000,00
40011		Concrete Border	\$	20,000.00
		Performance and Payment Bond	\$	2,088.00
			*	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Less Coop Discount	\$	(21,781.00)
		Additional Discount	\$	(18,000.00)
		Subtotal	¢.	128,673.00
	Tay Evament #	Freight * Places provide and if in the	Ф	3,800.00
	Tax Exempt #	* Please provide certificate Sales Tax		
	***************************************	Local Sales Tax		
	188	Total	\$	132.473.00

Ophona	
	Add \$11,357 for installation of all play equipment and safety surfacing shown in design #DD063023-02,
	removal and disposal of existing equipment, excavation, fabric, drain tile and finish sod.

NOTE: Freight Quotes are good for 10 days from quote date above, due to rising fuel costs. Quote will need to be re-evaluated after this time frame.

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced seperately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow TBD weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges.

Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed:	Accepted
Dominic Dvorak	Date:
	Printed Name:

Design Number: DD063023-02 - Compliance and Technical Data

Reference Document: ASTM F1487

Users	Users	(kgs)		(lbs)	(lbs)	Status	Qty. Description	No. Part No.
Footprint Install Co		Footprint	_	ntent	Weight	ASTM	!	Ret.
CO2e	C02e	CO2e			Total	Unit		•
				Pre- Post-				

ASTM F1487

within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the The lay-out for this custom playscape, design number DD063023-02, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure

Installation Times

total of 30 hours on the project.] member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each

Carbon Footprint

emissions in services and goods throughout their entire life cycle. sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels

Post-Consumer Recycle Content

a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and ** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from

Design Number: DD063023-02 - Compliance and Technical Data Reference Document: ASTM F1487

		41 ZZCH9177	40 ZZCH9170	39 ZZCH9846	38 ZZCH4649	37 ZZCH6799	36 ZZCH5970	35 ZZCH5780	34 ZZCH5770	33 ZZCH8289	32 ZZCH7160	31 ZZCH6757	30 ZZCH4707	29 ZZCH4704	28 ZZCH4578	27 ZZCH4290	26 ZZCH4696	25 ZZCH3236	24 ZZUN2019	Ref.
		177	170	846	649	799	970	780	770	289	160	757	707	704	578	290	696	236	019	
		1 36in ACCESS STEPPED PLATFORM (DECK TO DECK)	1 24in ACCESS STEPPED PLATFORM (DECK TO DECK)	2 CABANA ROOF	1 POST MOUNT DRUM	1 VORTEX (CH)	1 OVERHEAD EVENT ACCESS LADDER (36in DECK)	1 6ft HORIZONTAL LOOP LADDER	1 LEG LIFT	1 RIBBON CLIMBER (36in DECK)	1 6ft TWISTED CLIMBER	1 5ft GEO CLIMBER	1 CONVERGE	1 VERTICLIMBER 72in	1 ANYWHERE SEAT	1 POST MOUNTED STEERING WHEEL	1 MIGHTY DESCENT	1 ZIGZAG SLIDE (60in DECK)	1 APPROACH STEP FOR TRANSFER STATION	Qty. Description
	Totals:	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Unit ASTM Status
3,131.15 Kg	6,958.11	217.24	135.24	152.10	12.78	240.00	25.12	55.72	6.76	35.02	117.65	120.46	714.90	126.40	31.10	7.83	748.80	153.73	35.83	Total Weight (lbs)
g 456 Kg	1,013																			Pre- Post- Consumer Recycled Content (lbs)
997	2,215																			Post- ler ontent
Kg 33 N	33,421	550	296	779	167	652	71	124	30	101	241	535	1,443	91	90	44	1,285	679	72	CO2e Footprint (kgs)
Metric Tons	93	2	↦	0	⊢	2	⊢	4		2	2	2	10	2	ı	Ľ	8	2	<u>⊢</u>	Users
snc	108.50	1.50	2.00	1.00	0.50	2.00	1.50	1.00	0.50	1.50	2.00	2.00	9.00	1.50	0.25	0.25	7.00	2.00	1.00	Install Hours
8.38 m3	11.02	0.00	0.00	0.00	0.00	0.18	0.06	0.00	0.00	0.06	0.60	0.09	0.38	0.13	0.00	0.00	0.18	0.03	0.04	Concrete (Yds3)
m3	24	0	0	0		1	0	,	<u> </u>	_	-	<u>-</u>		<u></u>		₽	<u>,</u>	1	0	Active Play Events



Design Number: DD063023-02 - Compliance and Technical Data Reference Document: ASTM F1487

23 ZZCH2007	22 ZZCH0617	21 ZZCH0616	20 ZZCH0891	19 ZZCH0258	18 ZZCH0069	1/ ZZCH0088		15 ZZCH0038GZ		14 ZZCH0028	13 ZZXX1158	12 ZZXX1054	11 ZZXX0892	10 ZZXX0819	9 ZZXX0818	8 ZZXX0666	7 ZZXX0584	0 2200000	59CUXX22 9	5 ZZXX0260	4 ZZXX0204	3 ZZXX0198	2 ZZXX0065	1 ZZSG303P	Ref. No. Part No.
1 TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	1 TRIANGULAR COATED DECK ASSEMBLY	3 SQUARE COATED DECK ASSEMBLY	1 96in DECK STEEL FILLER POST (CH)	4 3.5in OD x 224in STEEL POST W/CAP	4 3.5in OD x 184in STEEL POST W/O CAP	2 3.5in OD X 184in STEEL POST POST W/RIVETED CAP	4 3.5in OD x 160in STEEL POST W/O CAP	2 3.5in OD x 148in GROUND ZERO POST	CAP	2 3.5in OD x 136in STEEL POST W/ RIVETED	1 ACCESSIBLE WHIRL	1 DENALI 4M NET	1 ACCESSIBLE SWING SEAT- 8ft TOP RAIL	1 8ft SINGLE POST SWING ADD-A-BAY	1 8ft SINGLE POST SWING ASSEMBLY	1 CONCERTO VIBES	1 SPRING RIDER SIDEWINDER CYCLE W/ SIDECAR	TOP RAIL	1 INFANT SEAT W/STIVED SHIELD FOD SH	2 BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RATI	1 BASKET SWING	1 UNITY SWING FRAME	2 SPIN CUP	3 6ft BENCH W/ BACK - PERFORATED - IN-GROUND	Qty. Description
Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified	Certified		Certified	Certified	Certified	Certified	N/A	N/A	Certified	Certified	Certilled	Continue	t Certified	Certified	Certified	Certified	N/A	Unit ASTM Status
148.40	29.90	164.58	44.50	262.04	226.84	114.22	199.64	94.02		87.02	968.30	440.82	51.90	169.58	257.68	134.82	130.04	11.31	11 31	17.60	83.40	270.40	114.42		Total Weight (lbs)
																									Pre- Post- Consumer Recycled Content (lbs)
310	120	521	13	374	292	155	254	127	j j	117	5,686	9,142	639	109	159	3,188	674	90	3	108	1,049	1,221	602	1,220	CO2e Footprint (kgs)
2	2	9	0	0	0	0	0	0	(0	9	15		0	0	⊢	2	-		2	4	0	2		Users
2.00	1.00	3.00	0.75	4.00	4.00	2.00	4.00	2.00	!	2.00	6.50	24.00	0.50	2.00	2.00	2.00	2.00	0.25	כ נ	0.50	0.50	3.00	4.00		Install Hours
0.09	0.00	0.00	0.13	0.52	0.50	0.25	0.50	0.36	į	0.25	0.47	4.82	0.00	0.12	0.24	0.26		0.00		0.00	0.00	0.52	0.24		Concrete (Yds3)
0	0	0	0	0	0	0	0	0	•	0	1	<u>-</u>	1	0	0	<u></u>	Ľ	F	.	2	Ľ	0	2		Active Play Events

Ref.

Design Number: DD063023-02 - Bill Of Material

Quantity	Part No. Description	ON.
	edeta esta esta esta esta esta esta esta e	l
7	ZCH0028 3.5in OD x 136in STEEL POST W/ RIVETED CAP	
7	ZCH0038GZ 3.5in od x 148in ground zero post	
abla	ZCH0049 3.5in OD x 160in STEEL POST W/O CAP	
7	ZCH0068 3.5in OD x 184in STEEL POST POST W/RIVETED CAP	2 1
\forall	ZCH0069 3.5in OD x 184in STEEL POST W/O CAP	<u>?</u>
\forall	SZCH0258 3.5in OD x 224in STEEL POST W/CAP	2 9
Ţ	SZCH0891 96!n DECK STEEL FILLER POST (CH)	. Z
	Decks & Kick Plates	I
3	SZCH0016 SÓNARE COATED DECK ASSEMBLY	8
Ţ	SZCH0617 TRIANGULAR COATED DECK ASSEMBLY	6
	emeil Ad/	1
Ţ	ZZCH2007 TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	10
Ţ	ZZUNZ019 APPROACH STEP FOR TRANSFER STATION	11
	səbili	5
Ţ	SZCH3539 SIGSVE SCIDE (60in DECK)	15 2
I	SZCH4696 MIGHIY DESCENT	13
	ctivity Panels	1
Ţ	SZCH4290 POST MOUNTED STEERING WHEEL	' † I
τ	TA3S ANYWHERE SEAT	sī.
	Simbers)
Ţ	SZCH4704 VERTICLIMBER 72in	91
Ţ	SZCH4707 CONVERGE	. ZI
Ţ	SZCHe757 SÆ GEO CLIMBER	18 2
Ţ	SZCH7160 6ft TWISTED CLIMBER	61
Ţ	SZCH8S89 RIBBON CLIMBER (36in DECK)	
	Overhead Events)
Ţ	ZZCH2\\\0 FEG FIEL	
Ţ	SZCH5780 6ff HORIZONTAL LOOP LADDER	
Ţ	SZCH5970 OVERHEAD EVENT ACCESS LADDER (36in DECK)	
•	groundZerO Balance	
Ţ	SZCH6799 VORTEX (CH)	
	Audible Activities	
Ţ	ZZCH4649 POST MOUNT DRUM	
	Soofs & Arches	-
7	ZZCH9846 CABANA ROOF	
•	Stairs and Ladders	
Ţ	ZZCH0122 S4:5 ACCESS STEPPED PLATFORM (DECK TO DECK)	
Ţ	ZZCH9177 36in ACCESS STEPPED PLATFORM (DECK TO DECK)	97



AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR 5.G.



STAFF REPORT NO. 112 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Chad Donnelly, Assistant Utility Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

9/5/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider authorizing the City Manager and Mayor to enter into a Temporary Easement and Access Agreement with Best Buy Corporation for construction of a sanitary sewer crossing and authorize the City Attorney to approve changes to the agreement that are in the best interest of the City prior to final execution.

EXECUTIVE SUMMARY:

- Public Works is requesting authorization to enter into a Temporary Easement and Access Agreement with Best Buy Corporation for the construction of a sanitary sewer pipe.
- MnDOT's I-494 Project 1 has created the need to construct a new sanitary sewer crossing to replace the existing crossing that was discovered to be in conflict with the proposed highway bridge abutments.
- City Council authorized the Work Order for design and construction of the sanitary sewer crossing on August 29, 2023.
- This Temporary Easement and Access Agreement is the mechanism that will allow the City's contractor to access the property, perform the work, and restore site.

RECOMMENDED ACTION:

By Motion: Authorize the City Manager and Mayor to enter into a Temporary Easement and Access Agreement with Best Buy Corporation for construction of a sanitary sewer crossing and authorize the City Attorney to approve changes to the agreement that are in the best interest of the City prior to final execution.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See Executive Summary.

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

<u>Strategic Outcome Considerations:</u> Execution of this Temporary Easement and Access Agreement to allow the construction of the new sanitary sewer crossing will ensure "city infrastructure supports service needs" into the future.

C. CRITICAL TIMING ISSUES:

- Execution of this agreement is critical to the timely progress of the sanitary sewer construction project.
- The project is anticipated to begin in mid-September.

D. **FINANCIAL IMPACT**:

The Temporary Easement and Access Agreement does not have any financial implications.

E. LEGAL CONSIDERATION:

The City Attorney will advise the Mayor and City Manager on any needed changes to the Temporary Easement and Access Agreement because it is in draft form and technical changes may be needed prior to final execution.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description Type

Temporary Access and Easement Agreement Contract/Agreement

TEMPORARY EASEMENT AND ACCESS AGREEMENT

This Temporary Easement and Access Agreement (the "Agreement") is made this _____ day of August, 2023, by and between the City of Richfield, Minnesota, a Minnesota municipal corporation located at 6700 Portland Ave, Richfield, MN 55423, the Best Buy Co., Inc, a Minnesota corporation located at 7601 Penn Avenue S. Richfield, MN, 55423 ("Best Buy"), and Dick's Sporting Goods, Inc., a Pennsylvania corporation located at 300 Industry Drive, RIDC Park West, Pittsburgh, PA 15275 ("Dick's").

Recitals

- A. Best Buy is the fee owner of the property located at 1700 W 78th St, Richfield, MN 55423 (Parcel ID # 3302824340012) (the "Best Buy Property"); and
- B. Dick's leases the Best Buy Property from Best Buy; and
- C. The City requires a temporary easement and access agreement so that it can access a portion of the parking lot on the Best Buy Property, as depicted in Exhibit A, with construction equipment and vehicles and install an excavation pit on the property to assist with the design and construction of sanitary sewer improvements according to the terms and conditions contained in this Agreement; and
- D. Best Buy is willing to provide such a temporary easement and access agreement to the City according to the terms and conditions contained in this Agreement; and
- E. Dick's is willing to facilitate the temporary easement and access agreement according to the terms and conditions contained in this Agreement.

Terms and Conditions

- 1. <u>Grant of Temporary Easement.</u> For good and valuable consideration, receipt and sufficiency of which are acknowledged by Best Buy, Best Buy grants to the City, its contractors, including C.S. McCrossan, and any sub-contractors, agents, and employees (the "City's Authorized Parties"), a non-exclusive, temporary easement over and across the Temporary Easement Area (defined below) for the purpose of establishing an excavation pit of approximately twenty by twenty feet (20' x 20') and constructing sanitary sewer improvements. The "Temporary Easement Area" shall include that portion of the Best Buy Property on which there is parking lot where the City will create an excavation pit to assist in installing and locating sanitary sewer improvements.
- 2. <u>Scope of Easement</u>. The above-described easement includes the rights of the City and the City's Authorized Parties to enter the Best Buy Property at all reasonable times for purposes of installation, reinstallation, construction, reconstruction, repairing, altering, creation of an excavation pit and sanitary sewer improvements, and all purposes ancillary thereto (the "Permitted Activities"). The Permitted Activities shall not impair the operation of Dick's regular business on the Best Buy Property, including vehicular access to the parking lot, store entrance, or loading

dock. The Permitted Activities shall also not include the placement of materials or equipment outside of the location depicted on Exhibit A, .

- 3. <u>Warranty of Title</u>. Best Buy warrants that it is the fee owner of Best Buy Property and that it has the right, title, and capacity to grant the temporary easement in this Agreement to the City.
- 4. <u>Indemnification</u>. The City agrees to indemnify, save harmless, and defend Best Buy and Dick's, their officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury or damage to the Best Buy Property arising from or out of any occurrence in, upon or at the Best Buy Property caused by the negligent act or omission of the City or the City's Authorized Parties in conducting the Permitted Activities on the Best Buy Property, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by Best Buy or Dick's, its officers, employees, agents or contractors; (b) to the extent caused by a "Pre-Existing Condition" as defined in this paragraph 4; and (c) caused by the acts or omissions of anyone not within City's control, including without limitation, Best Buy and Dick's, their officers, employees, agents or contractors. "Pre-Existing Condition" shall mean any condition caused by the existence of hazardous substances or materials in, on, or under the Best Buy Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the date of this Agreement and became known or was otherwise disclosed or discovered by reason of the City's entry onto the Best Buy Property.
- 5. <u>Liens</u>. The City shall not permit any mechanics', materialmens', or other liens to stand against the Best Buy Property or any part thereof for work or materials furnished to the City in connection with the temporary easement granted pursuant to this Agreement and the City agrees to indemnify, defend, and hold harmless Best Buy and Dick's from and against the same.
- 6. <u>Insurance</u>. The City will provide and maintain or cause to be maintained at all times and, from time to time at the request of Best Buy, furnish Best Buy with proof of payment of premiums on insurance or self-insurance of amounts and coverage normally held by the City and reasonably acceptable to Best Buy.
- 7. <u>Amendments.</u> This Agreement may be modified only through written amendments signed by all parties to this Agreement. In the event that the Temporary Easement Area needs to be relocated to a different portion of the Best Buy Property in order to accommodate construction or other activities on the Best Buy Property, the City agrees that it will enter into an amendment to this Agreement (in a form reasonable acceptable to all parties) in order to establish the relocated location of the Temporary Easement Area; provided, however that the City continues to have unrestricted and uninterrupted access to the Best Buy Property until the expiration date of this Agreement sufficient for the City to conduct the Permitted Activities.
- 8. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.
- 9. <u>Choice of Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement

shall be heard in the state or federal courts of Minnesota. All parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

- 10. <u>Binding Effect</u>. The terms and conditions of this Agreement shall run with the land and be binding on the parties and their successors and assigns.
- 11. <u>Term.</u> The easement granted in this Agreement and this Agreement shall begin on August 30, 2023 and shall automatically expire on August 30, 2024.
- 12. <u>Not a Public Dedication</u>. The easement granted in this Agreement is limited by its terms and is not a public dedication of the use of the Temporary Easement Area.
- 13. <u>Marking</u>. The City or the City's Authorized Parties shall mark the location of the Temporary Easement Area with paint, tape, staking, flags, or some other form of acceptable material and shall not place any materials or equipment outside of the Temporary Easement Area.
- 14. <u>City Repair of Surface Damage</u>. Within 30 days of the completion of the Permitted Activities, the City or the City's Authorized Parties will fully repair any surface disturbance, including but not limited to disturbance to any asphalt, concrete, and landscaping caused by the construction and the City's or the City's Authorized Parties' use of the Best Buy Property.
- 15. <u>Encounter of Utility Lines or Other Non-Surface Improvements</u>. The parties agree that if the City or the City's Authorized Parties encounter any utility lines or other non-surface improvements, the City and the City's Authorized Parties will cease work, and immediately notify Best Buy and Dick's. The City shall be solely responsible for the costs of any repairs required by such encounter. The City and the City Authorized Parties will not re-commence the Permitted Activities until repairs are made that have been mutually agreed upon by all parties.

[Signature pages follow]

IN WITNESS OF THE FOREGOING, each of the parties has executed this Agreement as of the date first written above.

	THE	CITY OF RICHFIELD
	By:_	Mary Supple
		Mayor
	By: _	Katie Rodriguez
	Its: _	City Manager
STATE OF MINNESOTA		
COUNTY OF HENNEPIN COUNTY	}	SS.
Mary Supple and Katie Rodriguez, the	Mayor a	ged before me this day of August, 2023, by and City Manager respectively, of the City o who is authorized to execute the foregoing
		Notary Public

BEST BUY CO., INC.

	By:
	Its:
STATE OF	
COUNTY OF	} ss.
2023, by, the	owledged before me this day of, e of Best Buy Co., Inc, a is authorized to execute the foregoing instrument on
	Notary Public

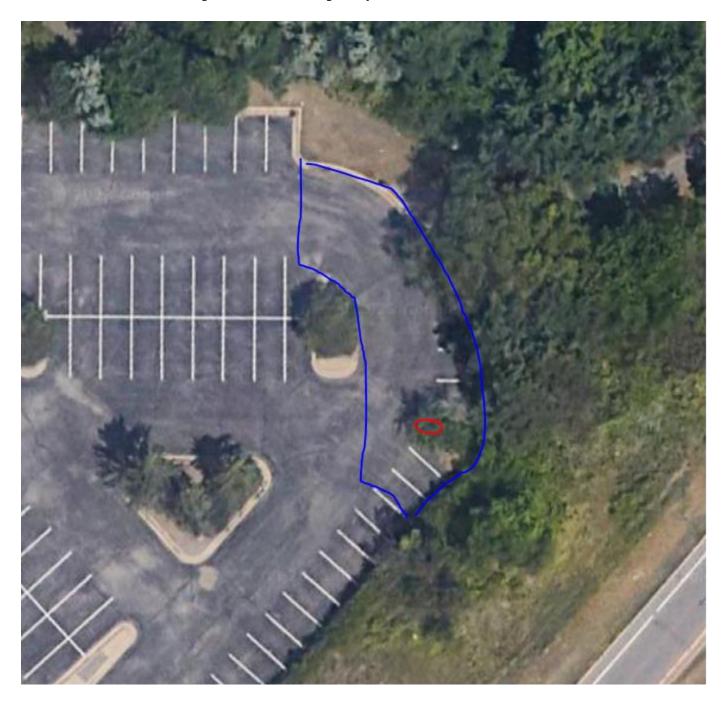
DICK'S SPORTING GOODS, INC.

By:
Its:
STATE OF
COUNTY OF } ss.
The foregoing instrument was acknowledged before me this day of
Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SBK) 150 Fifth Street Towers Suite 700 Minneapolis, MN 55402 (612) 337-9244

EXHIBIT A Depiction of the Temporary Easement Area



AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR 5.H.



STAFF REPORT NO. 113 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Julie Urban, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director

9/5/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution approving a contract with Reach for Resources to provide services and activities that aid in the recovery of Richfield community members negatively impacted by the COVID-19 pandemic.

EXECUTIVE SUMMARY:

On March 14, 2023, the City Council approved contracts with seven non-profit agencies to provide services to residents disproportionately impacted by the COVID-19 pandemic utilizing American Rescue Plan Act (ARPA) funding.

One of the organizations that was awarded funding, TRAIL, provides transportation services to people with disabilities, enabling them to participate in the City's Adaptive Recreation program and other activities. TRAIL was awarded funding in the amount of \$7,700 to provide transportation services to people with disabilities.

In June, the TRAIL organization combined with a larger organization, Reach for Resources, which provides a broad variety of services for people with disabilities. Reach for Resources is prepared to continue the services proposed by TRAIL and is seeking approval of a contract to do so.

RECOMMENDED ACTION:

By motion: Approve a resolution awarding \$7,700 in American Rescue Plan Act funding to Reach for Resources to aid community members negatively impacted by the COVID-19 pandemic, and authorizing the Mayor and City Manager to execute a service contract with Reach for Resources.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On September 13, 2022, the City Council adopted a plan for spending \$2.6 million of ARPA funds on a variety of activities, including \$300,000 in funds to social services agencies for direct service to community members.
- The COVID-19 pandemic has had a negative economic impact on members of our community, especially those with lower incomes and those who are BIPOC.

- On December 15, 2022, the City issued a Request for Proposals (RFP) for \$150,000 of ARPA social services funds, seeking proposals from non-profit organizations that provide services and activities that help mitigate the negative impacts cased by the pandemic on economically disadvantaged Richfield community members. Several priorities were identified for the funds, including: promoting housing security and stability, promoting healthy childhood environments, promoting healthy and safe living environments, promoting economic stability, improving healthy food access, building strong communities, and reducing racial disparities.
- Proposals were due on February 2, 2023, and seven non-profit organizations submitted proposals requesting \$183,135 in funding. On March 1, a committee consisting of two Community Development staff members, one Public Safety staff member, and two members of the public, reviewed the proposals and recommended approving contracts for services with seven organizations in the amount of \$160,000.

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

- The final ARPA rules provide flexibility to the City in determining how to spend the funds, and the Council determined that it was important to provide some direct support to the community and to those community members disproportionately impacted by the pandemic.
- The ARPA contracts are for services consistent with the City's strategic plan initiatives, advancing Community Development and Equity and Inclusion.

C. CRITICAL TIMING ISSUES:

- The contract has an expiration date of June 30, 2024.
- ARPA funds must be obligated by December 31, 2024 and spent by December 31, 2026.

D. FINANCIAL IMPACT:

The recommended contract amount for TRAIL was \$7,700, and the contract with Reach for Resources is for the same amount.

E. LEGAL CONSIDERATION:

- The proposed use is consistent with guidelines for federal ARPA funds.
- The City Attorney prepared the contract.

ALTERNATIVE RECOMMENDATION(S):

Decide not to allocate ARPA funds to Reach for Resources at this time.

PRINCIPAL PARTIES EXPECTED AT MEETING:

NA

ATTACHMENTS:

Description
Type
Resolution
Resolution Letter
Contract
Contract/Agreement

RESOLUTION NO.

RESOLUTION APPROVING AN ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDING TO REACH FOR RESOURCES

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA"), which included \$65 billion in recovery funds for cities across the country; and

WHEREAS, on June 28, 2022, the City of Richfield received its final allocation of ARPA funds in the amount of \$1,986,423.23, bringing the total amount of ARPA funds received by the City to \$3,972,846.46; and

WHEREAS, on September 13, 2022, the City Council approved various project proposals for ARPA funds and designated \$300,000 to social services; and

WHEREAS, on December 15, 2022, the City issued a Request for Proposals (RFP) seeking proposals from non-profit organizations to provide social services and activities to community members negatively impacted by the COVID-19 pandemic; and

WHEREAS, on March 14, 2023, the City awarded contracts with seven non-profit organizations to provide services and activities to disproportionately impacted community members; and

WHEREAS, one of those organizations was TRAIL, which provides transportation services to people with disabilities, and was awarded a contract for \$7,700 to provide those services; and

WHEREAS, TRAIL's services are now being provided by Reach for Resources; and

WHEREAS, there has been presented before the City Council a request to approve a contract with Reach for Resources to provide services and activities to Richfield residents negatively impacted by the COVID-19 pandemic and to authorize the Mayor and City Manager to prepare a contract with Reach for Resources in the amount of \$7,700; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The City Council agrees to allocate \$7,700 in ARPA funds for transportation services to be provided by Reach for Resources to people with disabilities.
- 2. The Mayor and the City Manager are hereby authorized to execute a contract with Reach for Resources in the amount of \$7,700.
 - 3. This resolution shall be in full force and effect as of the date hereof.

September, 202	by the City Cou 23.	icii of the City	of Richtiela,	wiinnesota this	12th day of
			Mary B. Supp	ole, Mayor	
ATTEST:					
Dustin Leslie, C	ity Clark				
Dustin Leslie, C	ity Cicik				

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of ____, by and between the city of Richfield, a public body corporate and politic under the laws of the State of Minnesota ("City"), and Reach for Resources, a Minnesota nonprofit corporation ("Contractor").

RECITALS

WHEREAS, the U.S. Department of the Treasury ("Treasury") has allocated to the City of Richfield ("City") \$3,972,846.00 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA");

WHEREAS, ARPA authorizes ARPA Funds to be used for the following purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the City has elected to take the "standard allowance" under Treasury's Final Rule, allowing the City to use up to \$10,000,000 of its ARPA Funds for the provision of government services;

WHEREAS, the City authorized \$420,000 of ARPA Funds for the purpose of partnering with community organizations to address the public health emergency and its negative economic impacts;

WHEREAS, the Contractor has agreed to provide the services described in Exhibit A ("Contracted Services"), which is incorporated herein by reference; and

WHEREAS, the City has authorized \$7,700 of its ARPA Funds for the purpose of funding the Contractor's Contracted Service; and

WHEREAS, the City and Contractor desire to enter into this Agreement so that the City may provide ARPA Funds for Contracted Services as allowed under the Final Rule.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. <u>Effective Date, Term, and Period of Performance</u>. This Agreement shall govern the performance of the parties for the period commencing at the date of execution of this agreement (the "Effective Date") through June 30, 2024 unless earlier terminated by either party in accordance with the terms of this Agreement.

Contractor shall perform services between the Effective Date and June 30, 2024.

- 2. <u>Description of Services</u>. The Contracted Services are detailed in Exhibit A, the Contractor shall not enter into any subcontract for performance of any of the Contracted Services without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary or desirable at its sole discretion.
- 3. <u>Funds and Payment of Funds</u>. The City agrees to provide the Contractor with a total sum not to exceed seven thousand seven hundred and 00/100ths dollars (\$7,700) for the provision of the Contracted Services.

The City agrees to reimburse Contractor for Contracted Services actually incurred by Contractor, in an amount not to exceed \$7,700 ("Total Agreement Funds"). Contractor may submit for reimbursement expenses for Contracted Services as detailed in Exhibit A.

- 4. <u>Suspension and Debarment</u>. Contractor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts. Contractor further agrees that it will notify the City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.
- 5. <u>Financial and Other Reports</u>. Contractor shall submit to the City such reports and data as may be required by the City, Treasury, or any other entity with authority over the reporting of ARPA Funds, including, without limitation, such reports in accordance with the schedule in Exhibit A.
- 6. <u>Improper Payments</u>. Any item of expenditure by Contractor under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the city of Richfield, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Contractor, shall become the Contractor's liability, to be

- paid by Contractor from funds other than those provided by the City under this Agreement or any other agreements between the City and Contractor.
- 7. Termination. If the Contractor fails to perform any of the provisions of this Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. If the default is for improper payments, as provided in Section 6 or if the Contractor submits a request for reimbursement that the City determines is fraudulent or intentionally misleading, the City may immediately terminate or cancel this Agreement upon written notice to the Contractor and demand repayment in full of the funds that have been improperly spent. In all other instances, unless the Contractor's default is excused in writing by the City, the City may terminate this Agreement if Contractor defaults under the terms of this Agreement and does not cure the default within thirty (30) days after written notice of the default. Additionally, failure to comply with the terms of this Agreement shall be just cause for the City to delay payment until the Contractor complies with all the requirements of this Agreement. In the event of a decision to withhold payment, the City shall furnish written notice to Contractor. If this Agreement expires or is cancelled or terminated by either party, at any time, the Contractor shall not be entitled to any payment, fees or other monies.
- 8. <u>Independent Contractor</u>. Each party under the Agreement shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.
- 9. <u>Indemnification</u>. The Contractor agrees to defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Contractor, its officers, directors, employees, and/or agents relating to the Contractor's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
- 10. <u>Insurance</u>. The Contractor shall maintain reasonable insurance coverage throughout the term of this Agreement, as determined by the City. The Contractor agrees that before any work related to the approved Services can be performed, the Contractor shall maintain at a minimum, or receive a waiver from, the following:
 - (i) Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181, subd. 2, if applicable.
 - (ii) Commercial General Liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage.

To meet the Commercial General Liability requirement, the Contractor may use a combination of Excess and Umbrella coverage. The Contractor shall provide the City with a current certificate of insurance for the amounts identified in this Section 10. Such certificate of liability insurance shall list the City of Richfield as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days' written notice is provided to the City, or ten (10) days' written notice in the case of non-payment.

- 11. Compliance with Laws, Guidelines. The Contractor shall comply with all federal, state, and local laws, rules, City program requirements currently in force or later enacted regarding use of ARPA funds. Because the source or partial source of funds under this Agreement is from federal monies or from a federal source, the Contractor is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other directives relating to the source and utilization of such funds including but not limited to applying for funds for expenses that have been or will be reimbursed under any federal, county, state, or other local government program.
- 12. Data Privacy And Security. Contractor, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA") and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data.
- 13. Maintenance and Audit of Records. Subject to the requirements of Minnesota Statutes § 16C.05, subd. 5, the City, the State Auditor, or any of their authorized representatives which may include other independent financial analysts at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to request submission of documentation, examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.
- 14. Notices. All notices, demands, or other communications required in the Agreement shall be effective: (i) if given personally, upon receipt; (ii) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (iii) if mailed by certified mail, postage prepaid, return receipt requested. The following addresses, emails, and contact persons may be changed by any party upon proving notice to the other parties:

As to the City: City of Richfield

> 6700 Portland Avenue Richfield, MN 55423 Attn: Julie Urban

Email: jurban@richfieldmn.com

As to the Contractor: Reach for Resources, Inc

5900 Green Oak Drive

Suite 303

Minnetonka, MN 55343-5534

Attn: Kate Bottiger

Email: kbottiger@reachforresources.org

- 15. <u>City Liaison</u>. The City shall designate an individual who shall act as a liaison to the Contractor and its Board of Directors ("City Liaison"). The Contractor shall allow the City Liaison to attend, as an observer, all meetings of the Board of Directors and all committees of Contractor's organization and to participate in discussions and deliberations of such board and committees. The City Liaison shall not be entitled to vote at meetings of Contractor's board or committees.
- 16. <u>Improper Influence</u>. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 17. <u>Conflict of Interest</u>. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 18. Time. Time is of the essence in this Agreement.
- 19. <u>Survival</u>. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification, Improper Payments, and Maintenance and Audit of Records.
- 20. <u>Amendment</u>. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
- 21. <u>Non-Discrimination</u>. Contractor shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
- 22. <u>ADA Compliance</u>. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.). If any claim of disability discrimination is made against the Contractor, the Contractor must immediately provide notice of such claim to the City.

- 23. Governing Law. The Agreement will be governed in all respects by the laws of the state of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Hennepin County.
- 24. <u>Non-Waiver</u>. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a wavier thereof; nor shall any single or partial exercise by the City of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.
- 25. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- 26. <u>Assignment</u>. The Contractor shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
- 27. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the City and the Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
- 28. <u>No Third-Party Beneficiaries</u>. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
- 29. <u>Severability</u>. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
- 30. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 31. <u>Authorization</u>. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

CITY OF RICHFIELD (CITY)	REACH FOR RESOURCES, INC (CONTRACTOR)
Ву:	By:
Name: Mary Supple	Kate Bottiger
Title: Mayor	Executive Director
By:	
Name: Katie Rodriguez	
Title: City Manager	

CONTRACTED SERVICES AGREEMENT

List of Exhibits

Exhibit A CONTRACTED SERVICES AND REQUEST FOR FUNDS

Exhibit A

CONTRACTED SERVICES AND REQUEST FOR FUNDS

Contracted Services

TRAIL social and recreational activities for adults with development disabilities, including transportation. Reimbursement requests must be made in accordance with the Request for Payment process outlined below.

Requests for Payment

Contractor shall perform all Contracted Services hereunder to the satisfaction of City, in accordance with the provisions herein, and in compliance with applicable law. If City determines that Contractor has not complied with the foregoing, City shall not have any obligation to pay Contractor for the non-complying services.

All payments from the City to the Contractor shall be made on a reimbursement basis after the Contractor provides proof, in a form acceptable to the City, that the Contractor has incurred eligible expenses for Contracted Services, as provided in this Exhibit A.

Payments shall be made pursuant to the provisions herein and the City's then applicable payment policies, procedures, rules and directions. City is not responsible for remedying fraudulent or unauthorized payments requested in Contractor's name.

Failure to comply with the provisions of this Agreement shall be just cause for delaying payment until Contractor is in compliance. In the event of a decision to withhold payments, City shall furnish prior written notice to Contractor. Contractor shall not invoice for services not identified under the Agreement and in this Exhibit A.

The City will provide payments under the Agreement after Contractor performs the actions below ("Request"):

- To make a Request, Contractor must submit proof of expenses incurred in the performance of Contracted Services under this Agreement that the City determines is sufficient to authorize disbursement of funds upon receipt and approval of a Request.
- Requests must include:
 - o Narrative description of Contracted Services performed.
 - o Expense report detailing the Contracted Service performed, date, and amount being requested.
 - o Number of participants served during the previous quarter.
 - o Demographic data on participants receiving direct services, including race, household size, housing income, age, and primary language spoken in the household.
- Requests shall not be for expenses reimbursed by any other funding source, including federal or state funds.
- Contractor's may make Requests up to once per month and must be made at least once per quarter on the following schedule and must include Requests covering all expenses incurred in the previous quarter that have not already been reimbursed:
 - August 1, 2023, covering outstanding expenses incurred between the date of award and June 30, 2023
 - November 1, 2023, covering outstanding expenses incurred between July 1 and September 30, 2023
 - o February 1, 2024, covering outstanding expenses incurred between October 1 and December 31, 2023
 - April 1, 2024, covering outstanding expenses incurred between January 1 and March 31, 2024
- A final report is due following the completion of all Contracted Services.

City will make payment within sixty (30) days from receipt of the Request. If the Request is incorrect, defective, or otherwise improper, City will notify Contractor within ten (10) days of receiving the incorrect Request. Upon receiving the corrected invoice from Contractor, City will make payment within sixty (30) days.

Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the termination of the Agreement.

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5. l.



STAFF REPORT NO. 114 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director

9/1/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the acceptance of the Taft Park/Nokomis-Minnesota River Regional Trail Bike Park Cooperative Agreement with between the City of Richfield and Three Rivers Park District.

EXECUTIVE SUMMARY:

Overall, bike parks offer an outdoor space for people of all ages to hone their skills and create community that promotes wellness. They are a cost-effective amenity that benefits and connects multiple generations to the outdoors through the fun of improving bike skills. Bike parks are particularly appealing to youth ages 8-15 years of age and provide an accessible and inclusive fitness activity other than team sports. The numerous wellness benefits of biking are both physical and mental.

The goals of a bike park are to:

- Provide a safe, welcoming amenity for the community to connect with the outdoors and improve bike skills during outdoor months.
- Introduce off-pavement cycling to the community.
- Connect multiple generations of cyclists.
- Create a healthy outlet for wellness.

The implementation of the bike park at Taft Park will connect to bike paths and a robust network of trails in Richfield and surrounding communities. We are fortunate to have such a bike-friendly city and this amenity would provide a safe space for practicing skills that will transfer to both road and off-pavement cycling.

The bike park will use an area on the west side of Taft Park, where there has been an under-utilized hockey rink and adjacent field. The area is large enough to construct the park that will include features for all abilities. The site is adjacent to the regional bike trail, bike fix-it station, and is located a quarter mile south of Minneapolis's Solomon Park, where a short, single-track bike loop is being considered. Taft Park also has a great connection to South Minneapolis and the Grand Rounds Bike Trail System.

The existing hockey rink is mainly used for broomball by a small number of visitors, will be relocated to Christian and Donaldson Park's hockey and broomball rinks. Both parks have warming houses with bathrooms.

Three Rivers Park District has been the main project partner so this agreement will formalize the partnership. The agreement clearly outlines funding, maintenance, and contributions towards the project. Overall, staff is thrilled to have the expertise and support of Three Rivers Park District to collaborate with for the project.

RECOMMENDED ACTION:

By Motion: Accept the cooperative bike park agreement with Three Rivers Park District and allow the Recreation Services Director to fully execute the collaborative project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Recreation Services Department has explored the feasibility of implementing a bike park in Richfield. Staff has met with a grassroots group of bike enthusiasts called Minneapolis Bike Parks to learn more about this type of facility and the process involved with implementation. They presented to the Community Services Commission in April 2022 and we were able to learn a wealth of information and ask questions related to:

- What is a bike park?
- · What are the goals of a bike park?
- What are the benefits of this amenity?

Council gave staff direction at the June 20, 2022 work session, to pursue a bike park, and for the past year have been planning the amenity at Taft park in partnership with Three Rivers Park District. Collaboratively, the two organizations did numerous on-site public engagement sessions and offered options for people to provide input online. Staff compiled feedback and has made modifications to the project where allowable.

Pathfinder will start the project on September 5 by prepping the site at Taft Park for the bike park implementation.

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

Staff reviewed the plan with the Metropolitan Airports Commission to ensure compliance with the terms of our land lease with MAC for the park (the north end of the park is airport property).

<u>Strategic Outcome Considerations:</u> The acceptance of this agreement and the construction of a bike park will ensure "city infrastructure supports service needs" into the future.

C. CRITICAL TIMING ISSUES:

The project will start site prep on September 5 and will wrap up before the end of the month.

D. FINANCIAL IMPACT:

Three Rivers Park District will be financially supporting the project with the following:

- \$100,000 towards project costs
- Providing landscaping in 2024
- Placing benches and bike racks along the regional trail adjacent to the bike park in early 2024

E. <u>LEGAL CONSIDERATION:</u>

None

ALTERNATIVE RECOMMENDATION(S):

Reject the cooperative agreement and lose an instrumental project partner.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description Type

Cooperative Agreement

Cover Memo

THREE RIVERS PARK DISTRICT AND CITY OF RICHFIELD

TAFT PARK/NOKOMIS-MINNESOTA RIVER REGIONAL TRAIL BIKE PARK COOPERATIVE AGREEMENT

This agreement ("Agreement") is made and entered into this day of
, 2023 by and between Three Rivers Park District, a political subdivision of
the State of Minnesota (the "Park District"), and the City of Richfield, a Minnesota municipal
corporation (the "City"). The Park District and the City may hereinafter be referred to
collectively as the "Parties" or individually as a "Party."

WHEREAS, the Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate and maintain park facilities and regional trail systems; and

WHEREAS, the Park District operates the Nokomis-Minnesota River Regional Trail (Trail) through the City; and

WHEREAS, the Trail passes through Taft Park, which is operated by the City; and

WHEREAS, Taft Park is located in one of the most diverse and low-income household areas of the City; and

WHEREAS, The Park District's System Plan identifies the desire to introduce and promote new outdoor recreation skills to the public; and

WHEREAS, the City is developing an introductory mountain bike skills park (Bike Park) within Taft Park and adjacent to the Trail; and

WHEREAS, establishment of, and programming at the Bike Park provides an opportunity to teach new users biking and mountain biking skills, which in turn promotes future use of the Park District's regional trail and mountain bike systems.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Park District and the City agree as follows:

1. Design and Development. The Parties have developed design plans for the Bike Park (Exhibit A).

City agrees to lead development of the Bike Park.

Park District agrees to provide benches and bike racks along the Trail in an area adjacent to the Bike Park, and to provide trees and other plantings as available.

Maintenance: The City shall be responsible for all routine and preventative maintenance, repair and replacement of the Bike Park and its components. The Park District shall be responsible for trailside benches and bike racks.

- **Programming:** The Parties agree to work together to provide and promote programs on biking at the Bike Park. The Parties agree to acquire and share programming resources such as bike fleets and safety accessories as needed in the future.
- **4. Funding.** The Park District shall reimburse the City for all actual costs associated with development of the Bike Park, not to exceed \$100,000, with funding as secured in the 2023 Park District Asset Management Program. City staff expenses are not eligible for reimbursement. Reimbursement will occur upon completion of the project and inspection by Park District staff.
- 5. **Indemnification.** Each Party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. Each Party agrees to indemnify, defend and hold harmless the other Party, its agents, employees and officers from any loss, liability, cost, damage and claim arising from any negligent or wrongful act or omission on the part of the indemnifying Party, its officers, employees, agents or representatives and asserted by a third party with respect to the indemnifying Party's obligations under this Agreement related to the design, construction, use, occupancy, development, operation, maintenance and repair of the trailhead, including any attorney fees and expenses incurred in defending any such claim. The Party seeking to be indemnified and defended shall provide timely notice to the other Party when a claim is brought. The Party undertaking the defense shall retain all rights and defenses available to the Party indemnified. Nothing herein shall change or otherwise affect any limits on or exclusions from liability available to either Party under Minnesota Statutes, chapter 466 or other law. As provided in Minnesota Statutes, section 471.59, subdivision 1a, the Parties shall be considered a single governmental unit for the purposes of determining total liability and such total liability shall not exceed the total limits on governmental liability of a single governmental unit under Minnesota Statutes, section 466.04, subdivision 1.
- **Successor and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that the Parties shall not have the right to assign rights, obligations and interests in or under this Agreement to any other party without the prior written consent of the other Party hereto.
- 7. <u>Amendment, Modification or Waiver</u>. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the Parties, or their duly authorized representatives. Any waiver by either Party shall be effective only with respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either Party with respect to any similar or dissimilar occurrences in the future.
- **8.** Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and no right or remedy at law or in equity which either Party hereto might otherwise have by virtue of a default under this Agreement nor the exercise of any such right or remedy by either Party will impair such Party's standing to exercise any other right or remedy.

- **9. Saving Provision.** If any provision of this Agreement shall be found invalid or unenforceable with respect to any entity or in any jurisdiction, remaining provisions of the Agreement shall not be affected thereby, and such provisions found to be unlawful or unenforceable shall not be affected as to their enforcement or lawfulness as to any other entity or in any other jurisdiction, and to such extent the terms and provisions of this Agreement are intended to be severable.
- **10. Termination.** This Agreement may be terminated by the Park District or the City by mutual agreement or as otherwise provided in this Agreement. This Agreement shall be terminable by either Party upon material breach by the other Party that is not cured within ten (10) days after written notice of such breach by the non-breaching Party. The provisions of Section 5 survive termination with respect to claims set that arise from actions or occurrences that occurred prior to termination.
- **11. Term.** This Agreement is valid and binding between the Parties in perpetuity. The City may terminate the Agreement with written notice to Park District in the event that the owner (Metropolitan Airports Commission ("MAC") of land on which Taft Park is established retakes possession of all or portions of the park, pursuant to the Park and Recreation Facilities Lease Agreement between the City and the MAC dated June 14, 1971.
- 12. <u>Notices</u>. Any notices to be provided pursuant to the terms of this Agreement shall be in writing and shall be given by personal delivery or by express courier or by deposit in U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Park District or the City at the addresses set forth below or at such other address as either Party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date notice is set by express courier or U.S. Mail if otherwise.

If to the Park District:

Superintendent

Three Rivers Park District

c/o Legal Counsel

3000 Xenium Lane North Plymouth, MN 55441

If to the City:

City Administrator City of Richfield

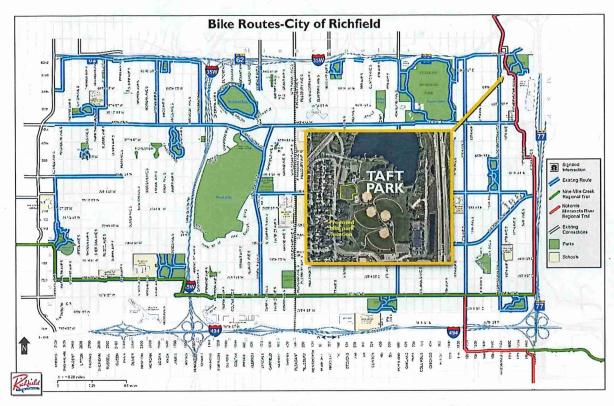
Richfield Municipal Building

6700 Portland Ave Richfield MN 55423 **IN WITNESS WHEREOF,** each party to this Agreement has caused it to be executed on the date indicated below.

CITY OF RICHFIELD, A Minnesota municipal corporation		
Its Mayor	Date	_, 2023
Its City Administrator	Date	_, 2023
THREE RIVERS PARK DISTRICT,		
A public corporation and political subdivision o	Date 8/17	. 2023
Board Chair	Date <u>9/17</u>	
Superintendent and Secretary to the Board	Date	_, 2023

This instrument was drafted by: Eric Quiring, General Counsel Three Rivers Park District 3000 Xenium Lane No. Plymouth, MN 55441

Exhibit A









AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5.J.



STAFF REPORT NO. 115 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Rachel Lindholm, Sustainability Specialist

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

9/5/2023

OTHER DEPARTMENT REVIEW: Chris Link, Deputy PW Director

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the first reading of the proposed ordinances modifying the electric and gas franchise fees and schedule a public hearing and second reading for October 10, 2023 for both gas and electric franchise ordinances.

EXECUTIVE SUMMARY:

The City's existing franchise fees have historically helped fund improvements in the right-of-way. In order to cover growing needs, proposed projects, and to establish a budget for sustainability projects, fee increases are proposed. The proposed ordinance change would increase residential franchise fees by \$1 per month per utility, for a total of \$24 annually per residential property.

RECOMMENDED ACTION:

By Motion:

- 1. Approve the first reading of an ordinance modifying the electric franchise fee on Northern States Power d/b/a Xcel Energy for providing electric service within the City of Richfield and schedule the public hearing and second reading for October 10, 2023.
- 2. Approve the first reading of an ordinance modifying the gas franchise fee on CenterPoint Energy for providing gas service within the City of Richfield and schedule the public hearing and second reading for October 10, 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City first adopted an Electric Franchise Fee Ordinance and Gas Franchise Fee Ordinance in December 2003 and implemented them in early 2004.
- The Franchise Fees were increased in 2014 from \$2.10 per quarter for each utility to \$4.10 per quarter for each utility.
- The Franchise Fees have not been changed since the 2014 rate increase despite routine annual increases in electric and gas utility rates.
- Funds generated by the Franchise Fees have been used for street maintenance functions, for the purchase, treatment, or removal of boulevard trees, and to mill and overlay City streets.

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

The underlying Franchise Fee agreements govern the process for increasing the Franchise Fees.

<u>Strategic Outcome Considerations:</u> Increasing the Franchise Fees to fund various street maintenance, forestry, and sustainability efforts works to ensure "City infrastructure supports service needs" while making use of "sustainable infrastructure financing".

C. CRITICAL TIMING ISSUES:

In order to collect fees in early 2024, this process has to be under way to have sufficient time for both ordinance readings, the public hearing, and the required amount of time between the second reading and when the increase can take effect. There are also timeline considerations based on the processes the utility companies need to undertake in order to collect the revised fee.

D. FINANCIAL IMPACT:

- The cumulative annual fees would generate a revenue increase of approximately \$540,000, bringing the total generated to \$2,430,000.
- The increases for each class vary depending on the category. Staff have proposed smaller
 percentage increases for the residential class compared to the three commercial classes.
 Residential users will see a \$1 per month increase on both their Xcel and Centerpoint
 bills. Estimated calculations show an approximate increase per household from \$98.40 per year to
 \$122.40 per year.
- The increase in Franchise Fee revenue would cover additional ROW improvements and designate funding for a sustainability projects budget.

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description
Type

Public Hearing Notice
Backup Material
Franchise Fee Electric Ordinance
Ordinance
Ordinance
Ordinance

CITY OF RICHFIELD Public Hearing Notice Proposed Ordinance

REGARDING:

The City Council will conduct public hearings for consideration of the proposed Franchise Fee Ordinance increases with CenterPoint Energy and Xcel Energy. The revenue will fund additional ROW improvements and city sustainability efforts.

WHEN:

Tuesday, October 10, 2023 7:00 p.m.

WHERE:

Richfield Municipal Center-City Council Chambers 6700 Portland Avenue S

QUESTIONS:

For more information call Chris Link, Deputy Public Works Director at 612-861-9174.

HOW TO COMMENT:

Those attending the public hearing and wishing to speak will be heard. Remote participants wanting to speak may call in during the public hearing. You may also leave a comment or testimony on voicemail at 612-861-9174, email clink@richfieldmn.gov (use subject line "Street Light User Fee Public Comment"), or mail written comments to: City of Richfield Attn: Chris Link 6700 Portland Avenue Richfield, MN 55423.

DUSTIN LESLIE
City Clerk

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.

Publish Sun Current: September 28, 2023

ORDINANCE NO.

CITY OF RICHFIELD COUNTY OF HENNEPIN STATE OF MINNESOTA

AN ORDINANCE MODIFYING THE ELECTRIC FRANCHISE FEE ON NORTHERN STATES POWER D/B/A XCEL ENERGY FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF RICHFIELD

THE CITY OF RICHFIELD ORDAINS:

SECTION 1. The City of Richfield Municipal Code Appendix E is hereby amended as follows:

Subdivision 1. Purpose. The Richfield City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City of Richfield.

- (a) Pursuant to City Ordinance No. 2007-5, a Franchise Agreement between the City and Northern States Power Company, d/b/a Xcel Energy, the City has the right to impose a franchise fee on Xcel Energy in amount and fee design as authorized in Section 9.1 of the Xcel Energy Franchise.
- (b) Pursuant to City Ordinances 2010-6 and 2013-25, the City exercised its right to impose a franchise fee on Xcel Energy. This includes the right to modify the fee amount with the consent of Xcel Energy as to amount and notice period, to which Xcel Energy has consented.
- (c) Pursuant to Ordinance 2023-XX, the City modified the franchise fee on Xcel Energy.
- **Subd. 2.** <u>Franchise Fee Statement</u>. Pursuant to Ordinance 2023-XX amending Ordinance 2013-25, the franchise fee imposed on Xcel Energy under its Electric Franchise is hereby amended. The amended fee schedule is attached hereto and made a part of this ordinance, commencing with Xcel Energy's January 2024 billing month. The franchise fee income shall be used for right-of-way management and sustainability efforts.
- **Subd. 3.** Payment and Fee Design. The franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.3 of the Franchise. This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

- **Subd. 4.** <u>Surcharge</u>. The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that Xcel Energy will surcharge its customers in the City the amount of the fee.
- **Subd. 5.** Record Support for Payment. Xcel Energy shall make each payment when due and, if requested by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.
- **Subd. 6.** Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 the Franchise Agreement.
- **Subd. 7.** Effective Date of Franchise Fee. Notwithstanding the effective date of this ordinance and notwithstanding any contrary provisions in the Franchise, the effective date of the fee collected under Subdivision 2 of this ordinance is the later of ten (10) days after the publication or after the sending of written notice enclosing a copy of this adopted ordinance upon Xcel Energy by certified mail. It has been agreed to in advance by Xcel Energy's representatives that Xcel Energy will abide by the provisions of this Subdivision 7, provided fee collection will not commence before the later of the Company billing month set forth in subdivision 2 or the first billing month commencing 20 days after the foregoing effective date of the franchise fee.

SECTION 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this 10th day of Octob	per, 2023	
	Mary Supple, Mayor	
	Katie Rodriguez, City Manager	
APPROVED AS TO FORM:		
Dustin Leslie, City Clerk		

EXHIBIT A

XCEL ENERGY ELECTRIC FRANCHISE

FEE SCHEDULE

<u>Class</u>	<u>Fee Pe</u>	r Meter
Residential	4.10	5.10
Sm C & I – Non-Dem	12.50	17.00
Sm C & I - Demand	30.00	41.25
Large C & I	185.00	263.00

FRANCHISE FEES ARE TO BE COLLECTED BY THE UTILITY IN THE AMOUNTS SET FORTH IN THE ABOVE SCHEDULE, AND SUBMITTED TO THE CITY ON A QUARTERLY BASIS AS FOLLOWS:

January - March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October - December collections due by January 31.

ORDINANCE NO.

CITY OF RICHFIELD COUNTY OF HENNEPIN STATE OF MINNESOTA

AN ORDINANCE MODIFYING THE GAS FRANCHISE FEE ON CENTERPOINT ENERGY FOR PROVIDING GAS SERVICE WITHIN THE CITY OF RICHFIELD

THE CITY OF RICHFIELD ORDAINS:

SECTION 1. The City of Richfield Municipal Code Appendix E is hereby amended as follows:

Subdivision 1. Purpose. The Richfield City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City of Richfield.

- (a) Pursuant to City Ordinance No. 2003-10, a Franchise Agreement between the City and CenterPoint Energy ("CenterPoint"), the City has the right to impose a franchise fee on CenterPoint in an agreed upon amount and fee design, as set forth in Section 6.1 of the CenterPoint Franchise.
- (b) Pursuant to City Ordinances 2010-7 and 2013-26, the City exercised its right to impose a franchise fee on CenterPoint. This includes the right to modify the fee amount with the consent of CenterPoint as to amount and notice period, to which CenterPoint has consented.
- (c) Pursuant to Ordinance 2023-XX, the City modified the franchise fee on CenterPoint Energy.
- **Subd. 2.** Franchise Fee Statement. Pursuant to Ordinance 2023-XX amending Ordinance 2013-26, the franchise fee imposed on CenterPoint under its Gas Franchise is hereby amended. The amended fee schedule is attached hereto as Exhibit A and made a part of this ordinance, commencing with CenterPoint's January 2024 billing month. The franchise fee income shall be used for right-of-way management.
- **Subd. 3.** Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth as follows. The franchise fee shall be payable quarterly and shall be based on the complete billing months during the period for which payment is to be made. The payment shall be due the last business day of the month following the period for which the payment is made. The fee may be changed by ordinance from time to time; however each change shall meet the same notice requirements and may not occur more often than annually. Such fee shall not exceed any amount, which the Company may legally charge to its customers prior to payment to the City by imposing a surcharge equivalent to such fee in its rates for Gas service. The Company may pay the

City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles or customer refunds. The time and manner of collecting the franchise fee is subject to approval of the Public Utilities Commission, which the Company agrees to use best efforts to obtain. The Company agrees to make its records available for inspection by the City at reasonable times, provided that the City and its designated representative agree in writing not to disclose any information that is not public data which would indicate the amount paid by any identifiable customer or any other information regarding specific customers.

- **Subd. 4.** <u>Surcharge</u>. The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that CenterPoint will surcharge its customers in the City the amount of the fee.
- **Subd. 5.** Record Support for Payment. CenterPoint shall make each payment when due and, if requested by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.
- **Subd. 6.** Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 the Franchise Agreement.
- **Subd. 7.** Effective Date of Franchise Fee. Notwithstanding the effective date of this ordinance and notwithstanding any contrary provisions in the Franchise, the effective date of the fee collected under Subdivision 2 of this ordinance is the later of ten (10) days after the publication or after the sending of written notice enclosing a copy of this adopted ordinance upon CenterPoint by certified mail. It has been agreed to in advance by CenterPoint's representatives that CenterPoint will abide by the provisions of this Subdivision 7, provided fee collection will not commence before the later of the Company billing month set forth in subdivision 2 or the first billing month commencing 20 days after the foregoing effective date of the franchise fee.

SECTION 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this 10th day of October, 2023	
	Mary Supple, Mayor
APPROVED AS TO FORM:	Katie Rodriguez, City Manager

Dustin Leslie, City Clerk

EXHIBIT A

CENTERPOINT GAS FRANCHISE

FEE SCHEDULE

<u>Class</u>	Fee Per Meter		
Residential	-4.10	5.10	
Comm-A	-4.10	5.10	
Comm/Ind-B	12.50	16.50	
Comm/Ind-C	30.00	41.15	
SVDF-A	30.00	41.15	
SVDF-B	30.00	41.15	
LVDF	185.00	259.00	

FRANCHISE FEES ARE TO BE COLLECTED BY THE UTILITY IN THE AMOUNTS SET FORTH IN THE ABOVE SCHEDULE, AND SUBMITTED TO THE CITY ON A QUARTERLY BASIS AS FOLLOWS:

January - March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October - December collections due by January 31.

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5.K.



STAFF REPORT NO. CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Rachel Lindholm, Sustainability Specialist

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

9/5/2023

OTHER DEPARTMENT REVIEW: Chris Link, Deputy Public Works Director

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider setting a public hearing related to the proposed resolution modifying the street light user fees for October 10, 2023.

EXECUTIVE SUMMARY:

As discussed at the August 2, 2023 City Council Work Session, staff is proposing to increase the street light user fee consistent with the following:

- The street light user fee was established in 2009 to raise revenue to cover operational costs associated with the citywide street lighting system, including electricity costs.
- The current collection amount does not cover the City's street lighting electricity costs.
- Staff are proposing to increase the quarterly residential charge from \$5.77 to \$7.21.
- The increased fee will cover existing electricity costs for operation of the street lighting system and will help fund a modest LED street light upgrade program.

RECOMMENDED ACTION:

By Motion: Set the public hearing related to the proposed resolution modifying the street light user fees for October 10, 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On September 22, 2009, the City Council established a street light user fee to to raise revenue to pay for costs related to operating the City's street lighting system.
- The street light user fee was increased one time since its initial adoption, which was in late 2012.
- Electricity costs continue to increase and the revenue generated from the current fee does not cover operating costs for the street lighting system.

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

- Minnesota State Statutes, Section 429.101 authorizes the governing body of a municipality to charge for certain current services provided by the municipality including the operation of a street lighting system.
- Richfield City Code Section 825 governs the ordering and assessment of charges for certain

current services provided by the municipality including the operation of a street lighting system.

<u>Strategic Outcome Considerations:</u> Increasing the street light user fee will ensure that "City infrastructure supports service needs" while the modest LED street light upgrade program will keep "climate resilience [as] a priority".

C. CRITICAL TIMING ISSUES:

- The existing street light user fee revenue does not cover the cost of electricity for operating the street light system due to increased electricity costs.
- If approved, the increase is set to take effect January 1, 2024.

D. FINANCIAL IMPACT:

- The cumulative annual fees would generate a revenue increase of approximately \$75,295, bringing
 the total generated to \$376,997. This would cover electricity costs for street lights and allow for a
 modest LED street light upgrade program.
- The increases for each class are approximately 25%, with the residential users paying \$1.44 more per quarter on their City utility bill.

E. **LEGAL CONSIDERATION:**

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description
Type

SLUF Resolution
Resolution Letter
SLUF PH Notice
Exhibit

RESOLUTION	NO.	
-------------------	-----	--

RESOLUTION INCREASING THE STREET LIGHT USER FEE CHARGED TO RESIDENTIAL AND COMMERCIAL PROPERTY IN THE CITY OF RICHFIELD FOR THE OPERATION OF A STREET LIGHTING SYSTEM

WHEREAS, the City of Richfield community values the operation of a street lighting system; and

WHEREAS, every property in the City, residential and commercial, benefits from good streets which are well lighted and maintained through a city street light system; and

WHEREAS, pursuant to Minnesota State Statutes, Section 429.101 and Richfield City Code, Section 825, the governing body of a municipality may charge for certain current services provided by the municipality including the operation of a street lighting system.

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

- 1. Every property in the City of Richfield, residential and commercial, benefits from streets which are well-lighted and maintained.
- The Street Light User Fee for residential single-family property shall be \$7.21 per quarter per residential property. Rates for other land uses will be determined by the attached Street Light User Fee Rate Factors Sheet.
- The rates for the Street Light User Fee will be reviewed and established annually as part of the City's budget preparation process.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

	Mary Supple, Mayor	
ATTEST:		
Dustin Leslie, City Clerk		

Street Light User Fee RATE FACTORS SHEET

Fees are based on Land Use

Land Use Titles:

- **COM** -All commercial properties, to include multifamily residents (apartments) and industrial parcels.
- **RES** -All residentially coded parcels.
- **PUB** -Public buildings, i.e. City Hall, City Garage, and Fire Stations
- **CHURCH** -All Churches also to include cemeteries and activity buildings associated with a Church
- **SCH** All schools, to include private and public schools.
- PRK -All parks owned by the City of Richfield, also to include Nature Centers and all °properties" located within city park parcels

DPLX -Addresses that split a residential lot, to include townhomes, 3-plexs, and 4-plexs.

LAND USE CODE	MULTIPLIER	To Bill FACTOR
COM (acres>0.2)	5*	(5 x ACREAGE)
if acress0.2		1
RES		1
PUB (acres>0.2)	5	(5 x ACREAGE)
if acres s0.2	,	1
CHURCH (cres>0.2)	1.25,,,.	(1.25 x ACREAGE)
if acres so.a		1
if acres s0.2		1
SCH (acres>0.2)	1.25	(1.25 x ACREAGE)
if acres so.a		1
if acres so.2		1
PRK	1.25	(1.25 x ACREAGE)
DPLX		0.5

^{*} The multiplier of "5" is based on the definition that a residential lot is 1/5 of an acre; hence multiplying acreage by 5 produces the equivalent number of residential lots.

^{**} The multiplier of "1.25"" is based on the definition that a residential lot is 1/5 of an acre and multiplying acreage by 5 produces the equivalent number of residential lots. However, the total area of each parcel is not proportional to the number of street lights in an equivalent residential area so the factor of 5 is reduced by 75%, producing 1.25.

CITY OF RICHFIELD Public Hearing Notice

REGARDING:

A Public Hearing on the proposal of an increase to the Street Light user fee to pay for the increased electrical and maintenance costs to operate the street lights.

WHEN:

Tuesday, October 10, 2023 7:00 p.m.

WHERE:

Richfield City Hall - Council Chambers 6700 Portland Avenue South

PROJECT AREA DESCRIPTION:

In 2009 the City was facing reduced revenues from the State of Minnesota. In order maintain current street light services, the City of Richfield established a Street Light user fee.

For electrical costs to be covered by residents and businesses in the City, a household would see an increase from \$5.77 to \$7.21 on their quarterly Utility bill.

The City Council will hold a public hearing on the proposed increase of a streetlight service fee as part of the regular Council meeting on October 10, 2023. Residents and business owners are encouraged to attend the meeting to voice their opinions on the proposed fee.

QUESTIONS:

Call Chris Link, Deputy Public Works Director, at 612-861-9174.

HOW TO COMMENT:

Those attending the public hearing and wishing to speak will be heard. Remote participants wanting to speak may call in during the public hearing. You may also leave a comment or testimony on voicemail at 612-861-9174, email clink@richfieldmn.gov (use subject line "Street Light User Fee Public Comment"), or mail written comments to: City of Richfield Attn: Chris Link 6700 Portland Avenue Richfield, MN 55423.

DUSTIN LESLIE City Clerk

AUXILIARY AIDS FOR INDIVIDUALS WITH DISABILITIES ARE AVAILABLE UPON REQUEST. REQUESTS MUST BE MADE AT LEAST 96 HOURS IN ADVANCE TO THE CITY CLERK AT 612-861-9739.

Publish Sun Current: September 28, 2023

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5.L.



STAFF REPORT NO. 117 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Jamie Haefner, Human Resources Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2024 for the General Services and Management employee groups.

EXECUTIVE SUMMARY:

The City contributes to the cost of premiums for four levels of insurance coverages available to City employees. The full-time employee contributions are discussed within this staff report as well as contributions toward health insurance for part-time regular employees.

None of the bargaining unit members have negotiated a 2024 contract, but they have agreed in the past to adopt the same benefit plans offered to general services and management employees and thus adopt similar provisions in their respective contracts.

The Local Government Information Systems Association (LOGIS) group changed insurance carriers in 2017 to HealthPartners health insurance. As part of the 5 year contract, rate banding was introduced, along with rate caps for each of the contract years. After an RFP process through LOGIS, HealthPartners will continue to provide insurance coverage for the group. The City's 8.3% premium increase is based on maintaining the existing band level.

The 2024 dental rates were kept at the same rate. The City self-insures its dental coverage.

The City is a part of the LOGIS group for life insurance, and the entire group switched to The Standard in 2022 as the carrier. We have rate guarantees through 2024 so there are no changes this year.

The City's current long term disability provider, Madison National/Ochs Company, kept the rates the same for 2024.

RECOMMENDED ACTION:

By motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and long term disability insurance premiums

for 2024 for General Services and Management employees.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

HEALTH INSURANCE FOR FULL-TIME EMPLOYEES

The first type of insurance coverage available to full-time employees is group health coverage. The City will continue to offer plans through HealthPartners (HP). In 2024, the City will continue to offer employees a choice of three HP plans, with the choice of three networks for all plans. The plans include three high deductible plans with a Health Savings Account (HSA).

Employees can choose between the Open Access, Perform, and the Achieve networks. The Perform network is slightly less costly because it does not include Mayo in its in-network, and the Achieve network is up to five percent less than the other networks because it includes only HealthPartners and Park Nicollet Care Systems. In an effort to remain flexible and keep rate increases as low as possible, LOGIS will continue to offer a four-tier system, giving employees the choice of employee only, employee plus spouse, employee plus child(ren) and family option coverage. By providing this four-tier rating system, some employees are able to benefit by choosing the employee plus spouse option or employee plus child(ren) option.

The City will continue to pay the full individual employee premium including a \$200 HSA contribution. Staff propose splitting the 8.30% insurance premium increase equally between employees and the City for all other coverage tiers. Thus, the City's maximum contribution would be \$1,398.82 per month for the employee plus spouse and employee plus child(ren) tiers and \$1,629.54 per month for the family coverage tier.

The 2024 monthly premium costs of the three offered health plans are dependent on the type of network selected. Full-time employees have the option to waive health insurance coverage through the City. Employees electing to waive coverage will not receive an additional monthly stipend because of the Patient Protection and Affordable Care Act (ACA). The ACA could deem any incentive to employees to waive coverage as a violation of anti-discrimination rules.

HEALTH INSURANCE FOR PART-TIME REGULAR EMPLOYEES

The City will continue to contribute 75% of the single health care city contribution provided to full-time employees. The City will also continue to pay one-half of what it pays for full-time employees towards dependent coverage. In 2024 City contributions will increase to a maximum of \$803 per month for all plan tiers. Part-time employees may opt out of health insurance altogether.

DENTAL

The second type of insurance provided to full-time employees is a self-funded group dental insurance. In 2023, the City contributed \$60.25 per month per employee for the total cost of employee (not dependent) coverage. For 2024, the City's contribution will remain the same. Employees who desire family coverage must pay the full cost of the additional premium, which will be \$65.25 per month for 2024 – the same rate as 2023. Since dental insurance is self-funded, the City establishes the dental rates from year to year internally, based upon administrative and benefit payout cost data. Analysis of the dental fund performance for the past three years indicates that staying at the same rates for 2024 will not impact the fund.

LIFE

The third type of insurance provided to full-time employees is a \$35,000 term life insurance policy. The City pays the full premium for this insurance. The overall cost to the City for this service is anticipated to stay the same in 2024.

LONG-TERM DISABILITY (LTD)

The fourth type of insurance provided and fully-funded by the City to all full-time employees in all employee groups is long-term disability insurance (LTD). LTD is provided through a group policy secured by the City. Madison National/Ochs has a premium rate of \$0.18 per \$100 of covered payroll

for a two-year period, which begins in 2024.

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

- The City continues to provide adequate insurance protection for its employee groups, which are comparable to employees performing similar jobs in similar communities.
- By providing the same coverages, greater benefit equality is achieved between female classes found in General Services and Management groups and male classes found in the contracted labor units.

This is a routine request with no strategic outcome considerations.

C. CRITICAL TIMING ISSUES:

- The City should implement the premium increases for coverage by December 1, 2023. Payroll deductions for January 2024 insurance payments - the beginning of the new insurance period - are calculated in December.
- Premiums for all coverages should be determined at the September 12, 2023 City Council
 meeting in order for staff to be adequately
 prepared for open enrollment, scheduled to begin in October 2023.

D. FINANCIAL IMPACT:

- The funding necessary to provide for the recommended City premium contributions are accounted for in the 2024 Budget and the preliminary 2024 tax levy.
- Richfield's contribution will remain about average with those of comparable metro cities.

E. **LEGAL CONSIDERATION:**

In order to provide the requested insurance benefit changes, the City Council must approve the resolution designating the City's contribution toward

health, term life, long-term disability, and dental insurance premiums for General Services and Management employee groups.

ALTERNATIVE RECOMMENDATION(S):

- The Council may decide to adjust the City's contribution to dependent health insurance by an amount other than the proposed increase per month.
- The Council may take no action which would maintain the City's contribution towards insurance premiums at the current 2023 funding level but that would shift 100% of the increase to the employee contribution, which would be 8.3% of the total premium.
- Defer discussion to another date.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description Type

Benefits Resolution 2024
Resolution Letter

RESOLUTION NO.

RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARD HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE PREMIUM FOR GENERAL SERVICES AND MANAGEMENT EMPLOYEES

WHEREAS, the hospital-medical/surgical group health insurance plan is available from the LOGIS Health Insurance program for City employees and their dependents; and

WHEREAS, a self-funded group dental insurance plan is available to full-time City General Services and Management employees and their dependents; and

WHEREAS, a term life and accidental death and dismemberment insurance plan is available from the Local Government Information Systems Association (LOGIS) for full-time City General Services and Management employees and their dependents; and

WHEREAS, a group long-term disability program is available to full-time City General Services and Management employees; and

WHEREAS, the City Council is required to determine by resolution the City's contribution toward the premium for employee group insurance coverages and approve agreements other services offered to employees.

NOW, THEREFORE, BE IT RESOLVED that the City shall contribute a maximum of \$1,629.54 per month for family health insurance to full-time employees, and in any event, said contributions shall not exceed the cost of single coverage for employees selecting that option. For all full-time General Services and Management bargaining unit employees, the City shall also pay the \$60.25 monthly premium for the offered dental insurance plan, and the \$1.54 monthly premium for the term life and accidental death and dismemberment insurance plan, for a total possible maximum 2024 insurance premium contribution of \$1,691.33 per month. The City shall contribute 75% of the single health care premium for part-time regular employees and a maximum of \$774.70 per month towards dependent coverage. Such contributions shall be for coverage effective January 1, 2024.

BE IT FURTHER RESOLVED that in 2023, the City entered into an agreement with Madison National Life/ Ochs Company for a two-year period at a cost of \$0.18 per \$100 of covered payroll for an annual premium of \$27, 310.95. The City shall continue to contribute the full cost of long-term disability insurance for full-time General Services and Management employees.

BE IT FURTHER RESOLVED that the City Council shall determine the City's contribution toward insurance premiums for all organized employee groups by the adoption of the appropriate resolutions concerning the labor contract with the respective organized employee groups.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September 2023.

	Mary B. Supple, Mayor	
ATTEST:		
Dustin Leslie, City Clerk		

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

5.M.



STAFF REPORT NO. 118 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the first reading of an ordinance amendment to the Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees and schedule a public hearing and second reading for September 26, 2023.

EXECUTIVE SUMMARY:

City staff annually review departments fees to determine if charges for permits and services are appropriate. Staff want to ensure the costs of issuance for fees and permits reflect the staff time and costs related to performing the services associated with those fees. Staff also work to ensure that costs for City services are in line with our peer communities, are not excessive, and are compliance with state statute.

Fees related to building permits, zoning, and other land use permits are established by Appendix D of the City's Code but, unlike other fees included in the budget agenda item, charges for building, planning, and zoning are required to be set by ordinance, not by resolution.

RECOMMENDED ACTION:

By motion: Approve a first reading of an ordinance amendment to Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees and schedule a public hearing and second reading for September 26, 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

None

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

- State Statutes require municipal fees and permits to be determined in accordance with actual staff time and costs that are incurred in providing related services.
- City staff has determined that the fees in question should be modified in order to better reflect actual time and costs incurred.

C. CRITICAL TIMING ISSUES:

If approved, a second reading and public hearing related to this ordinance amendment would occur on

September 26, 2023.

To ensure the ordinance is law before Jan. 1, 2024 its important that this is approved at the Sept. 26th meeting.

D. FINANCIAL IMPACT:

- City staff has determined that current fees for some applications are insufficient to cover the costs related to processing those applications.
- Staff also reviews similar fees in our "peer communities" to ensure that Richfield's fees are not onerous or excessive. With the proposed changes, Richfield's fees remain in line with these peer communities.

E. **LEGAL CONSIDERATION:**

Notice of the public hearing shall be published in the Sun Current, as required.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/a

ATTACHMENTS:

Description Type

Transition / Ordinance for Building Descript Food

Ordinance for Building Descript Food

Transitory Ordinance for Building Permit Fees
Ordinance

BILL NO. TRANSITORY ORDINANCE NO.

AN ORDINANCE AMENDING APPENDIX D TO THE RICHFIELD CITY CODE; ESTABLISHING A FEE SCHEDULE FOR CERTAIN PERMITS AND APPLICATIONS

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Background

- 1.01 Appendix D to the Richfield City Code consists of the schedule of fees adopted by the City Council, including those adopted by resolution and those adopted by Ordinance.
- 1.02 Minnesota Statutes, Section 462.353 requires that certain fees be adopted by Ordinance. The City Council has previously established certain fees by Transitory Ordinance No. 19.15. The City Council has established other fees by resolution, which resolution is also part of Appendix D.
- 1.03 The City Council has determined the need to update the schedule of fees under Transitory Ordinance No. 19.15.

Section 2. Fee Schedule Adopted

- 2.01 The fees set forth in the attached Exhibit A are hereby adopted by Ordinance.
- 2.02 The fees adopted at Section 2.01 of this Ordinance shall be amended only by Ordinance. Any fees established by resolution, other than those adopted at Section 2.01 of this Ordinance, may be amended from time to time by resolution of the City Council.

Section 3. Effective date: codification.

- 3.01 This Ordinance is effective in accordance with Section 3.09 of the City Charter.
- 3.02 This Ordinance shall take effect January 1, 2024.
- 3.03 A copy of this Ordinance shall be included in Appendix D to the Richfield City Code, immediately prior to the resolution establishing fees.
- 3.04 This Ordinance supersedes Transitory Ordinance No. 19.15.

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of September 2023.

	Mary B. Supple, Mayor
ATTEST:	
Dustin Leslie, City Clerk	

Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

TRANSITORY ORDINANCE NO.

EXHIBIT A CONSTRUCTION AND RELATED PERMIT FEES AND CHARGES

A. Investigation Fees: Work without a Permit:

Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Section 2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

B. Permit fee refunds:

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permitted not later than 180 days after the date of fee payment.

Type of Permit or License	Section Requiring	Description	Fee
		(a) Inspections outside of normal business hours (minimum charge—two hours)	\$60.00 per hour
		(b) Reinspection fees (minimum charge \$35.00)	\$60.00 per hour
		-(c) Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$60.00 per hour
		-(d) Additional plan review required by changes,	\$60.00 per hour

		1 1100	T
		additions or revision to plans	
		(minimum charge—two	
		hours)	
		(e) Fee to reissue building	\$35.00
		inspection record card	
*Or the total	hourly cost	to the jurisdiction, whichever is t	he greatest. This cost shall include supervision,
overhead, eq	uipment, ho	ourly wages and fringe benefits of	f the employee involved.
(1) Building	400.03—	Fee Schedule to follow MN	https://www.revisor.mn.gov/statutes/cite/326B.153
Permits	400.09	Statute 326B.153 + State	https://www.revisor.mn.gov/statutes/cite/326B.148
		Surcharge 326B.148	
(1) Building	400.03—	\$1 to \$500 (includes one	\$40.00
Permits	400.09	inspection)	,
· c·····cs	100.03	Each additional inspection	\$40.00
	515.05	\$501 to \$2,000	\$26.25 for the first \$500 plus \$3.50 each additional
	313.03	7301 to 32,000	\$100, or fraction thereof, to and including \$2,000
			with a minimum fee of \$40.00.
		42.004 / 425.000	
		\$2,001 to \$25,000	\$77.25 for the first \$2,000 plus \$15.50 for each
			additional \$1,000, or fraction thereof, to and
			including \$25,000.
		\$25,001 to \$50,000	\$436.50 for the first \$25,000 plus \$11.25 for each
			additional \$1,000, or fraction thereof, to and
			including \$50,000.
		\$50,001 to \$100,000	\$716.75 for the first \$50,000 plus \$7.75 for each
			additional \$1,000, or fraction thereof, to and
			including \$100,000.
		\$100,001 to \$500,000	\$1,106.25 for the first \$100,000 plus \$6.25 for each
			additional \$1,000, or fraction thereof, to and
			including \$500,000.
		\$500,001 to \$1,000,000	\$3,599.25 for the first \$500,000 plus \$5.25 for each
		, , , , , , , , , , , , , , , , , , , ,	additional \$1,000, or fraction thereof, to and
			including \$1,000,000.
		1,000,001 and up	\$6,242.50 for the first \$1,000,000 plus \$4.25 for
		1,000,001 and ap	each additional \$1,000, or fraction thereof.
(2)	515.05	(no permit fee for sidewalks)	\$40.00
(2) Driveway,	313.03	(110 permit lee for sidewalks)	770.00
Parking Area			
Permits			
	420.00	Dormanant or partable page	\$40.00 \$EE.00
(3)	420.00	Permanent or portable pools	\$40.00_\$55.00
Swimming		are based on building permit	
(4) 51	400.00	fees with a minimum of	
(4) Plan	400.03—	25% for decks/porches, gazebos, bathroom remodels, etc.	
Review Fee	400.09	35% of building permit fee for	one and two family dwelling basement remodels

Plan review		65% of building permit fee for	all other building permits, except no fee for the		
fee for		following:	an other bunding permits, except no ree for the		
similar		(a) Existing single family dwelling minor nonstructural alterations.			
buildings			<u> </u>		
		(b) Single and two family dwelling repair and maintenance work.			
		(c) Commercial and industrial repair and maintenance work not exceeding \$1,000.00 or where plans are not required. Maximum 35% of parmit fee based on Minnesota State Building Code 1300 0160			
Dlan Davieve					
Plan Review fee for		Maximum 25% of permit fee based on Minnesota State Building Code 1300.0160			
similar					
buildings		contractor applies for	Γ ¢Γ 00		
(5)		contractor applies for	\$5.00		
Contractor		permit(s)			
License					
Verification					
Fee (C) May in a	845	Marriag Dormait Foo	¢50.00.¢65		
(6) Moving-	845	Moving Permit Fee	\$ 50.00 \$65		
Buildings	400.00—	(a) Commonweigh Domoglitica	¢50.00 ¢65		
(7) Structure Demolition	400.00—	(a) Commercial Demolition	\$ 50.00 \$65		
Demontion	400.09	cost as per Building Permit Schedule with a minimum of			
			¢50.00 ¢65		
		(b) Dwelling	\$ 50.00 \$65		
		One or two story	40.00		
		Residential—Garage and lesser structure	40.00		
		lesser structure			
(8) Plumbing	400.03—	Residential	\$40.00 \$55		
Permit	400.03	Minimum Fee 2% of Total	 5-0.00 		
Ferring	400.03	Job cost with a minimum of			
	400.03	(includes one inspection)			
	400.03	Each additional inspection	\$40.00 -\$55		
(9) Plumbing	400.03—	Commercial/Industrial/Multi-	\$45.00 \$65		
Permit	400.03—	family Based on Total Job	רט ל סטיניל ן 		
i Cilliit	400.09	cost			
	400.03—	2% of Estimated Job cost			
	400.03	with a minimum of(includes			
		one inspection)			
		Each additional inspection	\$40.00 \$65		
(10)	400.03—	Residential	\$40.00-55		
Electrical	400.03—	(a) Minimum Fee which	 		
Permit	400.03	includes one inspection			
1 CITIIIC	400.03—	(b) Each additional	\$40.00_55		
	700.03	Inspection	در می.هج ۱		
		шѕреспоп			

		© Complete Wiring Fee: Single-family Dwelling and each dwelling unit of a two family dwelling and includes not more than three inspections.	\$165.00-175
		(d) New Service—up to 200 amps	\$100.00
		€ Temporary Service—(for construction)	\$45.00 - 55
		(f) Sub Panel	\$55.00
		(g) Installation, addition alteration, or repair of each circuit or feeder	\$ 8.00 -10
		(h) Swimming pool or exterior hot tub	\$55.00
(11) Electrical Permit Commercial (12) Electrical	400.03— 400.09 400.03— 400.09	Commercial, Industrial and multiple dwellings(more than two units) and Technology systems: Minimum Fee which includes one inspection	\$ 45.00-55
Permit Signs		Each additional inspection	\$40.00_55
		(a) Based on total job cost - 2% of estimated job cost with a minimum of - Over \$50,000 – Fee/ \$1,000.00 plus 1% of cost over \$50,000.00	\$45.00-55
		(b) Traffic Signals: Per Intersection	\$185.00
		© Fire Alarm: Based on ¾% of cost of electrical job to customer with a minimum of	\$45.00 -55
		(d) Carnivals, festivals and similar events plus \$35.00 for each service on generator	\$110.00
(13) Solar Photovoltaic System Rating*		Based on 2% of cost of electrical job to customer with a minimum of (separate electrical permit required for signs)	\$45.00

(13) Solar		0—5,000 watts	\$ 60.00_65
Photovoltaic	400.03—	5,001—10,000 watts	\$100.00-150
System	400.09	10,001—20,000 watts	\$ 150.00-200
Rating*		20,001—30,000 watts	\$ 200.00-250
		30,001—40,000 watts	\$ 250.00.300
(14) Residential Heating, Ventilating, Air	400.03— 400.09	Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a minimum of (Includes one	\$40.00-55
Conditioning		inspection)	
and Refrigeration		Each additional inspection	\$40.00_55
			\$45.00_65
Commercial Heating, Ventilating, Air Conditioning and Refrigeration		Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a minimum of	7 7 7 7 7 7 7 7 7 7
(15) Sign Installation	415.01— 415.11	(a) Temporary sign permit (b) Permanent sign (any size) Building permit is required for sign support structures fees based on building permit fee schedule	\$40.00 55 \$100.00-125
(16) Temporary Certificate of Occupancy	400	A temporary Certificate of Occupancy may be issued before completion of the entire work covered by the permit, provided the Chief Building Official deems that the building is safe to occupy	\$200.00 Plus a letter of credit or cash escrow equal to 125% of the remaining City Code requirements

AGENDA SECTION: AGENDA ITEM# PUBLIC HEARINGS



STAFF REPORT NO. 119 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Jan Youngquist, Economic Development Manager

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director

9/5/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing to consider a resolution approving the Amended and Restated Business Subsidy Policy.

EXECUTIVE SUMMARY:

Minnesota Statutes, Sections 116J.993 through 116J.995, (the Business Subsidy Act) regulates business subsidies and requires state and local units of government to adopt criteria for awarding business subsidies after conducting a public hearing.

The Housing and Redevelopment Authority (HRA) and the City Council (Council) adopted a Business Subsidy Policy in 1999 and adopted a modified Business Subsidy Policy in 2002. The Economic Development Authority (EDA) was established in 2017 to promote and provide incentives for economic development and is subject to the Business Subsidy Policy adopted by the HRA and Council in 2002 (Existing Business Subsidy Policy). Much of the financial assistance provided by the HRA and EDA does not qualify as a business subsidy as defined by the Business Subsidy Act, such as assistance for housing development or assistance of \$150,000 or less.

The State Legislature amended the Business Subsidy Act after the Existing Business Subsidy Policy was adopted by the HRA and Council. The Business Subsidy Act states that:

- Business subsidies must meet a public purpose, which may include job creation or retention, or other goals such as increasing the tax base, removal of blight, or catalyzing future redevelopment.
- Some subsidies are not considered a business subsidy, including housing, business subsidies of \$150,000 or less, contamination cleanup, and certain redevelopment projects.
- A business subsidy recipient must enter into a business subsidy agreement with the grantor. The
 business subsidy agreement must include job and wage goals and the recipient's obligation if the goals
 are not met. After a public hearing, if the creation or retention of jobs is determined not to be a goal,
 the wage and job goals may be set to zero.
- Public hearings must be conducted for business subsidies that exceed \$150,000.
- Business subsidies of \$25,000 or more and business loans of \$75,000 or more must meet the adopted business subsidy criteria.
- The business subsidy recipient and the City are required to submit annual reports to the Minnesota Department of Employment and Economic Development regarding the business subsidy.

Staff worked with legal counsel to draft the Amended and Restated Business Subsidy Policy, which provides more clarity and is updated to reflect the amended Business Subsidy Act. The substantive changes that were made as part of the Amended and Restated Business Subsidy Policy include:

- The wage floor requirements were increased from 110 percent of the Federal minimum wage in the Existing Business Subsidy Policy to 125 percent of the State minimum wage.
- The goals outside of job creation and retention were revised to include a project that results in redevelopment along priority commercial corridors or in the downtown area, to help meet the outcomes of the City's 2023-2026 Strategic Plan.
- A clause was added stating that all references to the Business Subsidy Act include any amendments made after the Amended and Restated Business Subsidy Policy is adopted.

The Council will hold the public hearing on behalf of the City, HRA, and EDA. Staff will provide an update on the public hearing to the HRA and EDA at their meetings on September 18, prior to their consideration of resolutions approving the Amended and Restated Business Subsidy Policy.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Adopt a resolution approving the Amended and Restated Business Subsidy Policy.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 1999, the State Legislature enacted a law (the Business Subsidy Act) that regulates business subsidies by state and local units of government and requires the government agency to adopt criteria for awarding business subsidies after conducting a public hearing.
- The HRA conducted a public hearing and adopted a Business Subsidy Policy on November 15, 1999.
- The Council conducted a public hearing and adopted the Business Subsidy Policy on November 22, 1999.
- In the 2000 State Legislative Session, the Business Subsidy Act was amended.
- The HRA conducted a public hearing and adopted the Existing Business Subsidy Policy on May 20, 2002.
- The Council conducted a public hearing and adopted the Existing Business Subsidy Policy on June 11, 2002.
- The EDA was established in 2017 to promote and provide incentives for economic development in Richfield and is subject to the Existing Business Subsidy Policy.
- The State Legislature made amendments to the Business Subsidy Act after the adoption of the Existing Business Subsidy Policy.

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

- Minnesota Statutes, Sections 116J.993 through 116J.995, regulate business subsidies and require state and local units of government to adopt criteria for awarding business subsidies after conducting a public hearing.
- Strategic Outcome Consideration: By adopting a resolution approving the Amended and Restated Business Subsidy Policy, the City will establish updated framework for providing financial assistance to businesses, which can help achieve a more diversified tax base.

C. **CRITICAL TIMING ISSUES:**

The Council and HRA adopted the Existing Business Subsidy Policy in 2002. The EDA was formed in 2017 and is subject to the Existing Business Subsidy Policy. The Amended and Restated Business Subsidy Policy was drafted to provide more clarity for the reader and to comply with the amended Business Subsidy Act.

D. FINANCIAL IMPACT:

None.

E. **LEGAL CONSIDERATION:**

- Legal counsel drafted the Amended and Restated Business Subsidy Policy to comply with Minnesota Statutes, Sections 116J.993 through 116J.995.
- A public hearing must be conducted prior to adopting criteria for awarding business subsidies.
- Notice that the Council would hold a public hearing on behalf of the City, HRA, and EDA was published in the Richfield Sun Current on August 31, 2023.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

	Description	Туре
D	Resolution	Resolution Letter
D	Amended and Restated Business Subsidy Policy	Backup Material
D	Existing Business Subsidy Policy	Backup Material

CITY OF RICHFIELD, MINNESOTA

RESOLUTION N	Ο.
---------------------	----

RESOLUTION APPROVING AMENDED AND RESTATED BUSINESS SUBSIDY POLICY

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

Section 1. Recitals.

- 1.01. Before awarding any "business subsidy" as defined in Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act"), the City is required to adopt criteria regarding such subsidies after holding a public hearing.
- 1.02. The staff of the City, the Richfield Economic Development Authority, and the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota have reviewed the existing Business Subsidy Policy and have amended and restated the Business Subsidy Policy.
- 1.03. The Council has reviewed the amended and restated Business Subsidy Policy on file at the Municipal Center. On the date hereof, the Council, on behalf of the City, the Housing and Redevelopment Authority, and the Economic Development Authority, held a duly noticed public hearing, at which all interested persons were given an opportunity to be heard.

Section 2. <u>Business Subsidy Policy Approved.</u>

- 2.01. The Council approves the amended and restated Business Subsidy Policy on file in Municipal Center, which criteria supersede any prior business subsidy policy or criteria adopted by the City.
- 2.02. City staff is authorized to transmit a copy of the amended and restated Business Subsidy Policy to the Minnesota Department of Employment and Economic Development in accordance with the Business Subsidy Act.

Approved by the City Council of the City of Richfield, Minnesota this 12th day of September, 2023.

ATTEST:	Mary B. Supple, Mayor	
Dustin Leslie, City Clerk		

ECONOMIC DEVELOPMENT AUTHORITY OF RICHFIELD, MINNESOTA; HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RICHFIELD, MINNESOTA; AND CITY OF RICHFIELD, MINNESOTA

AMENDED AND RESTATED BUSINESS SUBSIDY POLICY

I. Purpose

This document sets forth the business subsidy policies and specific criteria to be considered by the Richfield Economic Development Authority, the Housing and Redevelopment Authority, and the City of Richfield, in evaluating requests for Business Subsidies, including Tax Increment Financing, Tax Abatement, or other financial assistance programs that may become available through the Grantor.

In adopting these criteria, it is the intent of the Grantor to comply with Minnesota Statutes, Sections 116J.993 through 116J.995, as amended. The governing bodies of each Grantor have adopted this policy and these criteria after a duly noticed public hearing held in accordance with the Business Subsidy Act.

II. Definitions

"Benefit Date" means the date that the recipient receives the Business Subsidy. If the Business Subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date begins when the recipient puts the equipment into service. If the Business Subsidy is for improvements to property, then the benefit date refers to the earliest date of either:

- a) When the improvements are finished for the entire project; or
- b) When a business occupies the property. If a business occupies the property and the subsidy Grantor expects that other businesses will also occupy the same property, the Grantor may assign a separate benefit date for each business when it first occupies the property.

"Business Subsidy" means a City, HRA, or EDA grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business. Certain forms of financial assistance set forth in Section 116J.993, subd. 3 of the Business Subsidy Act are not considered a Business Subsidy.

"Business Subsidy Act" means Minnesota Statutes Section 116J.993 to 116J.995, as hereafter amended.

"Business Subsidy Agreement" means an agreement between a Grantor and a Recipient that meets the requirements of Section 116J.994, subd. 3 of the Business Subsidy Act. The Business Subsidy Agreement may be incorporated into a broader Development Agreement for a project.

- **"Business Subsidy Report"** means the annual report submitted each year by a business receiving a Business Subsidy. The report is submitted by the local government unit in order to comply with Section 116J.994 Subd. 7 (b) of the Business Subsidy Act. Both the Recipient and the Grantor must comply with the business subsidy reporting and monitoring requirements of the Business Subsidy Act.
- "City" means the City of Richfield, Minnesota.
- "Criteria" means the standards upon which the Grantor will evaluate requests for a Business Subsidy to a private business or development project in the City of Richfield. Meeting the Criteria does not mean that a project will automatically be approved, nor does it create any contractual rights on the part of any applicant.
- "EDA" means the Richfield Economic Development Authority.
- "Grantor" means the City, the HRA or the EDA, as defined herein.
- "HRA" means the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota.
- "Public Purpose" A Business Subsidy must meet a public purpose which may include, but may not be limited to, increasing the tax base. Job retention may only be used as a public purpose in cases where job loss is specific and demonstrable.
- "Recipient" means any for-profit or nonprofit business entity meeting the requirements of Section 116J.993, subd. 6 of the Business Subsidy Act that receives a Business Subsidy.

III. Business Subsidy Criteria

The following criteria shall be used to evaluate a request for a Business Subsidy, although meeting these criteria does not create a contractual right to a Business Subsidy, and the Grantor may later modify these criteria, as permitted by the Business Subsidy Act.

An applicant who is not in good standing with the City regarding licenses, code violations, or delinquent taxes, bills, fines, or other charges will not be considered for a Business Subsidy.

- **1. Public Purpose**. Every Business Subsidy must meet a public purpose, which may include, but may not be limited to, increasing the tax base.
 - a. *Job and Wage Goals*. Unless job creation or retention is not a public purpose of the Business Subsidy, every Recipient must create or retain jobs, and these jobs must pay at least 125 percent of the existing state minimum wage per hour, exclusive of benefits. Retained jobs may be included in job goals only if job loss is specific and demonstrable. Wage and jobs goals will be set forth in the Business Subsidy Agreement and must be met by the Recipient within two (2) years of the Benefit Date.

- b. Goals Other Than Job Creation or Retention. If, after a public hearing, it is determined by the governing bodies of the Grantor that creation or retention of jobs is not a goal, the wages and jobs required of a Recipient may be set to zero; however, the Recipient must achieve at least one of the following measurable, specific, and tangible goals:
 - i. The project enhances the viability of other businesses in the City;
 - ii. The project provides a service or meets a consumer need not currently or adequately met in the City;
 - iii. The project results in revitalization and redevelopment in the downtown area or along priority commercial corridors as identified in adopted City policies and plans;
 - iv. The project removes blighted or substandard property;
 - v. The project stimulates additional capital investment and acts as a catalyst for future development and redevelopment;
 - vi. The project prevents the closure of an essential business in the City;
 - vii. The project promotes the retention or adaptive reuse of buildings of historical or architectural significance;
 - viii. The project results in improvements to public infrastructure or public facilities, including, without limitation; roads, pedestrian and bike infrastructure, transit, parks, and recreational facilities; or
 - ix. The project includes necessary environmental clean-up of the site for development or redevelopment.

The Grantor may deviate from these goal criteria in granting Business Subsidies if the reasons for the deviation are documented in writing and reported to the Minnesota Department of Employment and Economic Development, pursuant to the Business Subsidy Act.

- **2. Increase in Tax Base.** While the Business Subsidy Act provides that an increase in the tax base cannot be the sole grounds for granting a Business Subsidy, the Grantor gives a strong preference to proposed Business Subsidies that increase the tax base.
- **3. Zoning.** Any project benefited by a Business Subsidy must be consistent with the City's Comprehensive Plan and Zoning Ordinance. If required changes to the Comprehensive Plan and Zoning Ordinance are under active consideration by the City, the Grantor may conditionally approve a request for a Business Subsidy.

- **4. Require Business Subsidy to Proceed.** Business Subsidies will only be provided to Recipients who would not be able to proceed with the stated project without the benefit of the Business Subsidy. Business Subsidies will not be issued to Recipients for the purpose of increasing Recipient's profit margin.
- **5. Continued Operations.** Recipients must commit to continue operations of the business in the City for at least five (5) years following the Benefit Date of the Business Subsidy.

IV. Process for Awarding Business Subsidies

The Business Subsidy applicant will enter into negotiations with the Grantor and may enter into a proposed Business Subsidy Agreement to be drafted by the Grantor and its consultants. All applicants will be responsible for legal, financial, consultant and other costs associated with the exicution and development of the Business Subsidy Agreement.

Prior to approval of a Business Subsidy, the Business Subsidy applicant shall provide any required market and financial feasibility studies, appraisals, soil boring analysis, information provided to private lenders, credit reviews, and other information or data that the Grantor or its consultants may require in order to proceed with the Business Subsidy application process. The Grantor may undertake such a review on its own accord, to be paid from the fee paid by the Business Subsidy applicant. A Business Subsidy applicant should be able to demonstrate past successful general development capability as well as specific capability in the type and size of development proposed.

Before the Grantor signs a Business Subsidy Agreement with a proposed Recipient, the Grantor must check with the compilation and summary report compiled by the Department of Employment and Economic Development to determine if the proposed Recipient is eligible to receive a Business Subsidy.

- **1. Business Subsidy Agreement.** The Recipient must enter into a Business Subsidy Agreement with the Grantor. The Business Subsidy Agreement must include:
 - a. A description of the Business Subsidy, including amount and type, and type of district if the Business Subsidy is Tax Increment Financing;
 - b. The public purpose(s) for the Business Subsidy;
 - c. Any measurable, specific, and tangible goals related to the Business Subsidy and the financial obligation of the Recipient if said goals are not met;
 - d. A statement of why the Business Subsidy is needed for the project;
 - e. A commitment from the Recipient to continue operations in the City for at least five (5) years following the Benefit Date;
 - f. The name and address of any parent corporation of the Recipient; and
 - g. A list of all Business Subsidies received for the project.

- **2. Public Hearing.** A publicly noticed public hearing is required for Business Subsidies in amounts over \$150,000, unless otherwise required by law.
- **3. Governing Body Approval.** A Business Subsidy of \$150,000 or less, must be approved by the governing body of the Grantor. For a Business Subsidy of \$150,000 or more, the governing body of the Grantor and the City Council must approve the Business Subsidy.

V. Compliance

- 1. Reporting. Both the Recipient and the Grantor must comply with the reporting and monitoring requirements of the Business Subsidy Act. Each Recipient must provide a report to the Grantor each March 1 for two years after the benefit date or until the goals are met, whichever is later. The Grantor will provide the report to the Department of Employment and Economic Development on or before April 1.
- 2. Failure to Meet Set Goals. If a Recipient fails to meet the wage and job goals as set forth in the Business Subsidy Agreement within two (2) years of the Benefit Date, the Business Subsidy assistance plus interest must be paid back to the Grantor, provided that repayment may be prorated to reflect partial fulfillment of the goals. Interest to be repaid must be set at no less than the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis of the United States Department of Commerce for the twelve-month period ending March 31 of the previous year.
 - a. The Grantor may, after a public hearing, extend the time for compliance with Business Subsidy job and wage goals by up to one (1) year. The Grantor may extend the period of time for meeting other goals specified in the Business Subsidy Agreement by documenting in writing the reason for the extension and attaching a copy of the document to its next annual report to the Department of Employment and Economic Development.
 - b. A Recipient that fails to meet the terms of a Business Subsidy Agreement may not receive a Business Subsidy from any grantor for a period of five (5) years from the date of failure or until the Recipient satisfies its repayment obligation under the Business Subsidy Agreement, whichever occurs first.

VI. FINANCIAL ASSISTANCE NOT CONSIDERED A BUSINESS SUBSIDY

Section 116J.993, subd. 3 of the Business Subsidy Act provides that the following forms of assistance are not a Business Subsidy within the meaning of the Business Subsidy Act:

- 1. A business subsidy of less than \$150,000.
- 2. Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria.

- 3. Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made.
- 4. Redevelopment property polluted by contaminants as defined in Minnesota Statutes Section 116J.552, subdivision 3.
- 5. Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost.
- 6. Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services.
- 7. Assistance for housing.
- 8. Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance sub-district as defined under Minnesota Statutes Section 469.174, subdivision 23;
- 9. Assistance for energy conservation.
- 10. Tax reductions resulting from conformity with federal tax law.
- 11. Workers' compensation and unemployment insurance.
- 12. Benefits derived from regulation.
- 13. Indirect benefits derived from assistance to educational institutions.
- 14. Funds from bonds allocated under Minnesota Statutes Chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999.
- 15. Assistance for a collaboration between a Minnesota higher education institution and a business.
- 16. Assistance for a tax increment financing soils condition district as defined under Minnesota Statutes Section 469.174, subdivision 19.
- 17. Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current years estimated market value.
- 18. General changes in tax increment financing law and other general tax law changes of a principally technical nature.
- 19. Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency.
- 20. Funds from dock and wharf bonds issued by a seaway port authority.
- 21. Business loans and loan guarantees of \$150,000 or less.
- 22. Federal loan funds provided through the United States Department of Commerce, Economic Development Administration.
- 23. Property tax abatements granted under Minnesota Statutes Section 469.1813 to property that is subject to valuation under Minnesota Rules, Chapter 8100.

However, Minn. Stat. Section 116J.994 states that notwithstanding Minn. Stat. Section 116J.993, subd. 3, clauses (1) and (21), Business Subsidies as defined under Minn. Stat. Section 116J.993 include the following forms of financial assistance: a business subsidy of \$25,000 or more; and business loans and guarantees of \$75,000 or more. The Grantor is required to provide reporting for these types of subsidies pursuant to Minn. Stat. Section 116J.994, subd. 7(c).

Requests for subsidies exempt from the Business Subsidy Act are still subject to review

and approval of the Grantor. Such approval is at the sole discretion of the Grantor.

VII. AMENDMENTS TO BUSINESS SUBSIDY ACT

The references to the Business Subsidy Act in this Business Subsidy Policy shall include any and all amendments to the Business Subsidy Act that are made after this policy is adopted.

Adopted by the for the City of R									ıthorit	y in a	nc
Adopted by the Richfield, Minno								opmen	nt Autl	hority	O
Adopted by th	•	Council	of the	City	of	Richfield,	Minnesota,	this		day	O

HRA approved
5/20/02

Housing and Redevelopment AUTHORITY

Business Subsidy Criteria

I. Purpose

1.01 This document includes the criteria to be considered by the Housing and Redevelopment Authority (the "Authority") in and for the City of Richfield to evaluate requests for business subsidies.

It is the intent of the Authority in adopting these criteria to comply with <u>Minnesota Statutes</u>, Sections 116J.993-116J.995 (the "Act"). The Authority hereby adopts the definitions contained in the Act for application in the criteria.

- 1.02 The Authority shall have the option to amend or waive sections of these criteria when doing so is determined necessary or appropriate. Amendments to these criteria are subject to public hearing requirements of the Act.
- 1.03 These criteria are intended to set specific minimum requirements which grantees must meet to be eligible to receive business subsidies. The Authority will not adopt business subsidy criteria on a case-by-case basis.

II. Statutory Limitations

2.01 In accordance with the Act, all business subsidy requests must comply with the Act and other applicable Minnesota statutes. The Authority's ability to grant business subsidies is governed by the limitations established in the Act.

III. Goals and Objectives

- 3.01 It is the Authority's intent to advance the following goals and objectives in granting business subsidies:
 - a. All projects, by not later than the benefit date, must be consistent with Richfield's Comprehensive Plan and any other plan or guide for development of the community or a sub-area of the community.
 - b. Business subsidies must be justified by evidence that the project cannot proceed without the benefit of the subsidy. Potential grantees shall be required to provide such studies, reports, appraisals, information or other data as may be requested by the Authority prior to consideration of a request for business subsidy. If tax increment financing is used to grant a subsidy, the grantee must demonstrate compliance with all statutory requirements of the TIF Act, including the "but for" test. The potential grantee will be required to provide all documentation necessary to make the requisite findings under the TIF Act and the Act.
 - c. Grantees will be required to enter into an agreement with the Authority that is consistent with statutory requirements, and which contains measurable, specific and tangible goals. The Agreement shall include a commitment to continue in operation within the City for a minimum of five years after the benefit date, unless waived by the Authority and shall comply with the specific job and wage goals established for the project, if any.

IV. Business Subsidy Criteria

٠ پر ١٠ _{پيد}

- 4.01 The Authority recognizes that every proposal is unique. Nothing in these criteria shall be deemed to be an entitlement or shall these criteria establish a contractual right to a subsidy. The Authority reserves the right to modify these criteria from time to time and to evaluate each project as a whole.
- 4.02 A business subsidy must meet a public purpose. The following criteria shall be utilized in evaluating a request for a business subsidy:
 - a. Increase in tax base. While an increase in the tax base cannot be the sole grounds for granting a subsidy, the Authority believes it is a preferred condition for any subsidy.
 - b. Jobs. It is the Authority's intent that the grantee maximize the number of jobs at the site. This may include jobs to be retained but only if job loss is specific and demonstrable.
 - c. Wage Floor. The jobs created as a result of any business subsidy approved by the Authority shall pay wages at an hourly rate not lower than 110 percent of the Federal minimum wage for full-time and part-time employees. Any deviation from the established wage floor must be documented in conformity with the requirements set forth in the Act. The provisions regarding wage floor do not apply in an instance in which the Authority, following a hearing, determines that job creation or retention is not part of the public purpose of the subsidy.
- 4.03 Economic Development. In additional to the criteria in Section 4.02, projects should promote one or more of the following:
 - 1. Encourage economic and commercial diversity within the community;
 - 2. Contribute to the establishment of a critical mass of commercial development within an area:
 - Provide basic goods and services, increase the range of goods and services available or encourage fast-growing or high technology business location or expansion;
 - 4. Promote redevelopment objectives and removal of blight, including pollution cleanup;
 - 5. Promote the retention or adaptive reuse of buildings of historical or architectural significance;
 - 6. Promote additional or spin-off development within the community; or
 - 7. Encourage full utilization of existing or planned infrastructure improvements.

V. Compliance and Reporting Requirements

- 5.01 Any subsidy granted by the Authority will be subject to the requirement of a public hearing, if necessary, and must be approved by the Authority.
- 5.02 It will be necessary for both the grantee and the Authority to comply with the reporting and monitoring requirements of the Act.

AGENDA SECTION:	
AGENDA ITEM#	

RESOLUTIONS	
8.	



STAFF REPORT NO. 120 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Kumud Ve	∍rma, ⊢ı	inance L	rector
------------------------------	----------	----------	--------

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider 2023 Revised/2024 Proposed Budget resolutions adopting the 2024 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2023 department budgets and setting City fees for 2024.

EXECUTIVE SUMMARY:

On August 29, 2023, a special City Council meeting was held for the purpose of presenting and discussing the 2023 Revised/2024 Proposed Budget and 2024 preliminary property tax levy. At this meeting staff presented to the City Council a preliminary gross tax levy of \$28,363,158 which includes a levy for general fund operations of \$22,442,251, a debt service levy of \$4,113,543, an equipment and technology levy of \$1,208,000, and an Economic Development Agency levy of \$599,364.

Accordingly, the 2024 preliminary gross levy represents a 5.89% increase from the 2023 gross levy. Once the preliminary levy is approved, it may be further reduced at a later City Council meeting, but it legally cannot be increased over the preliminary approved amount. In addition, the City must certify its proposed property tax levy for payable year 2024 to the County Auditor and set a date for its Truth in Taxation public meeting on or before September 30, 2023. The Truth in Taxation public meeting must be held between November 25 and December 28, 2023 and must occur at 6:00 p.m. or later. The City's Truth in Taxation public meeting is scheduled for Tuesday, November 28, 2023 at 6:30 p.m. At the August 29, 2023, special City Council meeting staff also presented the proposed city fees for 2024. Staff is asking Council to adopt a resolution setting City fees for 2024.

A separate transitory ordinance related to building permits, zoning, and other land use permits fees established by Appendix D of the City's Code are included in a separate report as they are set by ordinance, not resolution.

RECOMMENDED ACTION:

By Motion: Adopt the attached resolutions establishing the 2024 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2023 department budgets, and City fees for 2024.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A

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

The City Charter establishes that at a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06. Consequently, as required by the Truth in Taxation legislation (MS 275.065) each "taxing authority" must certify its proposed property tax levy for payable year 2024 to the County Auditor on or before September 30, 2023. "Taxing authority" includes all counties, all school districts, all cities regardless of population, all towns, special taxing districts. No local units of government are exempted from this requirement.

In addition, each "taxing authority" with a population of 500 or more, must certify to their County Auditor the date that has been selected for the Truth in Taxation public meeting by September 30, 2023. This Truth in Taxation public meeting must be held between November 25 and December 28, 2023 and must occur at 6:00 p.m. or later.

C. **CRITICAL TIMING ISSUES:**

Along with the 2023 Revised/2024 Proposed budget and preliminary property tax levy, City staff is also recommending a date for this year's Truth in Taxation public meeting. It is recommended that this year's meeting be set for 6:30 p.m. Tuesday, November 28, 2023. All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before September 30, 2023.

D. FINANCIAL IMPACT:

The preliminary gross levy for taxes payable 2024 as presented is \$28,363,158. The City's tax capacity rate is anticipated to increase from 50.84% to 52.13%. Included in the 2024 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of \$1,208,000 and the levy to fund the Economic Development Authority of \$599,364. A final resolution for consideration authorizes the revision of the 2023 budget to conform to the most recent 2023 revenue and expenditure projections.

E. LEGAL CONSIDERATION:

N/A

ALTERNATIVE RECOMMENDATION(S):

The City Council could adopt an alternate 2024 preliminary property tax levy or 2023 Revised/2024 Proposed budget or select other allowable Truth in Taxation hearing dates.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
D	Resolution Adopting Proposed Budget and Tax Levy 2024	Resolution Letter
D	Resolution Authorizing Budget Revisions	Resolution Letter
ם	Resolution Authorizing 2023 Department Budget Revisions	Resolution Letter
D	Resolution Approving City Fees and Licenses	Resolution Letter

RESOLUTION NO. RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY FOR THE YEAR 2024

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 30, 2023 and then recertified before December 28, 2023.

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

1. The budget for the City of Richfield for the year 2024 is hereby approved and adopted with appropriations for each of the departments to be as follows:

General Fund

Legislative/Executive	\$	1,265,380
Administrative Services		1,263,950
Finance		912,618
Public Safety		11,817,265
Fire Services		5,552,889
Community Development		1,849,550
Public Works		5,182,120
Recreation Services		2,326,037
Transfers Out		330,000
Special Projects		399,401
TOTAL GENERAL FUND	,	\$30,899,210

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2024 which are more fully detailed in the City Manager's official copy of the 2024 budget, are hereby found and determined to be as follows:

TOTAL GENERAL FUND \$30,899,210

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2023, payable in 2024 for the following purposes and in the following amounts:

<u>PURPOSE</u>	<u>AMOUNT</u>
General Fund ¹	\$22,442,251 ²
Equipment	1,208,000
Economic Development Authority	599,364
Debt Service	4,113,543

¹ Provision has been made in the General Fund for the payment of the City's contributory share to Public Employees' Retirement Association.

² General Fund Levy includes all fiscal disparities distribution amounts.

- 4. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from \$633,419.07 to \$284,569.69 due to the utilization of gas and electric franchise fees.
- 5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2018A will be reduced from \$700,586.25 to \$284,393 due to the utilization of gas and electric franchise fees.
- 6. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2019A will be decreased from \$386,190 to \$382,410.
- 7. The debt service tax levy for the year 2024 as established in the bond documents for the G.O. Bonds, Series 2022A shall be \$430,710.
- 8. The budget for the Housing and Redevelopment Authority of Richfield for the year 2024 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2023, payable in 2024 for the following purposes:

<u>PURPOSE</u> AMOUNT

Housing and Redevelopment Authority \$699,617

- 9. A certified copy of this resolution shall be transmitted to the County Auditor.
- 10. The Truth in Taxation public meeting shall be set for 6:30 p.m. November 28, 2023.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September 2023.

	Mary Supple, Mayor
ATTEST:	
Dustin Leslie, City Clerk	

RESOLUTION NO. RESOLUTION AUTHORIZING BUDGET REVISIONS

WHEREAS, the City Charter and Minnesota Statutes provide for a process for adopting an annual budget and tax levy; and

WHEREAS, the City Charter provides certain authority for the City Manager and/or City Council to revise the annual budget; and

WHEREAS, it would be beneficial to restate such authority with the adoption of the budget.

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

- 1. The City Manager may increase the budget by City Council action provided that unbudgeted receipts will be available to equal or exceed the increased expenditures.
- 2. The City Manager may authorize transfers between divisions within a department providing the transfers do not increase or decrease the department or total budget.
- 3. The City Manager may transfer budgeted amounts between departments only with the approval of the City Council.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September 2023.

	Mary Supple, Mayor
ATTEST:	
Dustin Leslie, City Clerk	

RESOLUTION NO.

RESOLUTION AUTHORIZING REVISION OF 2023 BUDGET OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 12004 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2023; and

WHEREAS, The City Charter, Chapter 7, Section 7.09, gives the Council authority to transfer unencumbered appropriation balances from one department to another within the same fund at the request of the City Manager; and

WHEREAS, The City Manager has requested a revision of the 2023 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2024 budget document.

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

1. That the 2023 appropriations for each department of the General Fund be amended to establish the following totals:

<u>General Fund</u>	
Legislative/Executive	\$ 1,114,258
Administrative Services	991,424
Finance	1,006,135
Public Safety	11,095,903
Fire Services	5,397,355
Community Development	1,753,100
Public Works	5,006,740
Recreation Services	2,246,971
Transfer Out	260,000
TOTAL GENERAL FUND	\$28,871,886
DECREASE	\$ 71,885

2. Estimated 2023 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager's official copy of the proposed 2024 budget, are hereby revised as follows:

DECREASE \$71,885

3. That the City Manager and the Finance Director bring into effect the provisions of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September 2023.

·	
ATTEST:	Mary Supple, Mayor
Dustin Leslie, City Clerk	

RE	SO	IJ	TIC	N	NO	

RESOLUTION ESTABLISHING 2024 LICENSE, PERMIT AND MISCELLANEOUS FEES PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE CITY OF RICHFIELD RESCINDING RESOLUTION NO. 12005

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

Section 1. - Establishing Fees.

- A. License, permit and miscellaneous fees required under the ordinances of the City of Richfield shall be as stated in the sections of this resolution.
- B. A period of no less than 30 days will be allowed for the remittance of City Business license renewal fees contained in Sections 5, 6, 7, 8 and 9 of this resolution.
- C. A 10% administrative surcharge will be assessed upon all renewals contained in Section 5, 6, 7, 8 and 9 of the resolution if not received by the City on or before December 31st of each year. The 10% surcharge will be based upon the cost of the license.
- D. Nothing in this section shall be deemed to require the City to issue or renew any license for which the fee has not been paid in a timely manner.

Section 2. - Construction and Related License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Heating and Ventilating Installer	400.07	1 Year	\$80.00
(2) Sign Installer	416.01—416.13	1 Year	\$80.00
(3) Electrical Installer	400.03—400.09	State License Required	
(4) Plumber	400.03—400.09	State License Required	
(5) Well Driller	620	State License Required	

Section 3. - Public Works Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Benches	805.01— 805.27	First Year	\$80.00
		Renewal	\$30.00

Resolution No. 1 | Page

(2) Boulevard feature Permit	811.07	a) Application to place a privately owned feature in the boulevard	\$30.00
		b) If applied for after installation of feature has begun	\$60.00
(3) Excavation in Public Right of way	800.01— 800.15	a) For each transverse excavation and each 500 feet or portion thereof longitudinal excavation and for each 500 feet of curb and gutter or portion thereof installed or driveway apron installed, except when survey and grade stakes are set by City	\$200.00 \$0.20 per foot > 500'
		b) If applied for after excavation has begun	\$400.00
		c) For each pothole	\$20.00
(4) Pole Attachment /Small Cell Facilities Permit	802	a) Application to attach or collocate pole attachment on City facilities in the City Right-of-way	\$500.00 /≤ 5 units \$100.00/unit thereafter
		b) Application to construct/install new small cell pole w/ attachment in the City Right-of-way	\$1,000/unit
		c) Annual rental fee per attachment to collocate on the city structure, per agreement	Up to \$150/unit
		d) Annual maintenance fee associated with the collocation, per agreement	Up to \$25/unit
(5) Forestry		Monthly Electrical Fees a) Radio node less than or equal to 100 maximum watts b) Radio node over 100 maximum watts c) The actual cost of electricity	\$73.00/node \$182.00/node
(5) Forestry Permit	810	Applies only to trees on City property and public ROW	\$50.00

Resolution No. 2 | P a g e

(6) Seasonal Load Limit Exemption		a) Per load	\$25.00
		b) If applied for after delivery	\$50.00
(7) Obstruction Permit	802.17	(a) Short term, temporary single lane closure of less than four hours	No fee
		(b) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		Day (per block or portion thereof)	\$60.00
		Full Closure (per block or portion thereof)	\$300.00
		Collector	
		Day (per block or portion thereof)	\$30.00
		Full Closure (per block or portion thereof)	\$75.00
		Local/Residential	
		Day (per block or portion thereof)	\$15.00
		Full Closure (per block or portion thereof)	\$45.00
		Sidewalk/Bike Lanes	
		Day	\$30.00
		If applied for after obstruction closure has begun	
		(c) Short term, temporary single lane closure less than four hours	No fee

Resolution No. 3 | P a g e

		(d) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		Day (per block or portion thereof)	\$120.00
		Full Closure (per block or portion thereof)	\$300.00
		Collector	
		Day (per block or portion thereof)	\$60.00
		Full Closure (per block or portion thereof)	\$150.00
		Local/Residential	
		Day (per block or portion thereof)	\$30.00
		Full Closure (per block or portion thereof)	\$90.00
		Sidewalk	
		Day	\$60.00
		If the closures are not removed by the permitted completion date, then additional Days will be charged at double the rate	
(8) Noise Ordinance Exemption	930.35	(a) With conditions added as required	\$50.00
		(b) If applied for after violation	\$100.00
(9) Certification Charge	705.03— 705.21	All delinquent accounts	\$50.00

Resolution No. 4 | P a g e

(10) NSF Check Charge			\$30.00 <u>\$40.00</u>
(11) Utility Services			
Sanitary Sewer	700.05	All land uses	
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			\$125.00
Sewer Service Line Televising			\$ 75.00 \$100.00
Water Service	715.01	All land uses	\$125.00
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			
Turn on/off			\$50.00
Meter Installation			\$50.00 <u>\$75.00</u>
Private Hydrant			\$ 50.00 \$75.00
Hydrant Meter Fee			\$50.00
Storm Sewer	720	All land uses	
New Service			\$125.00
Repair			\$125.00

Resolution No. 5 | P a g e

Disconnect			\$125.00
Replacement			\$125.00
(12) Street Light Banners	855.05	First time applicant to hang street light banners within a district of for an event.	\$50.00
		Per street light banner installation (no existing hardware)	\$20.00
		Per street light banner installation if supporting hardware exists on the light pole.	\$10.00
		Per street light banner removal	\$10.00
		Permit Renewal: Annually for both decorative and event banners, unless banner design has changed, then full application fee is charged. If annual renewal is not completed, the permittee risks removal of all banners at the permittee's expense.	\$10.00
(13) Utilities Special Charges	715.03	Transaction fee for utility accounts paying by credit card (excludes ACH withdrawals, checks, or debit card payments)	2.95% of utility bill or \$1.95, whichever is greater

Section 4. - Fire Services Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Fire Prevention Code	400.21— 400.29	For initial fee required under code Per Year	\$80.00
		For each additional fee required under code	\$20.00
		Penalty If not renewed within 2 months of notification Per Year	\$75.00

Resolution No. 6 | P a g e

(2) Daycare/Adult Foster Care Facility Inspection			\$80.00
(3) Reimbursement Fee for Fire/Rescue Unit		Per Hour	\$375.00
(4) Sale of Consumer Fireworks	1131	(a) License per location selling only consumer fireworks Per Year	\$350.00
		(b) License per location of each other retail seller Per Year	\$100.00

Section 5. - Amusement and Recreation Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Arcade	1105	1 Year	\$648.00 \$667.00
(2) Amusement Device	1100.01	(a) Mechanical Amusement Device (Pinball) 1 Year	\$15.00
		(b) Mechanical Music Box 1 Year	\$15.00
		(c) Video Games 1 Year	\$15.00
(3) Lawful Gambling	1100.13	Bingo, Tipboard, Paddle Wheel, Raffle, Pull Tabs	State Fee
		Investigation Fee	\$250.00
(4) Itinerant Place of Amusement	1100.05— 1100.11	1 Day	\$349.00 \$359.00
(5) Public Dance	1110.03	For each day dances are held:	\$4.00
		1 month:	\$52.00

Resolution No. 7 | P a g e

		No fee for locations holding tavern licenses.	
(6) General Amusement	1100.03	(a) Billiard, Pool or Pigeonhole table (each) 1 Year	\$15.00
		1. Coin operated 1 Year	\$15.00
		(b) Bowling Alley (per lane) 1 Year	\$52.00
		(c) Circus 1 Year	\$202.00
		(d) Dance Hall 1 Day	\$202.00
		(e) Golf	
		1. Miniature 1 Year	\$47.00
		2. Driving Tee 1 Year	\$47.00
		(f) Mountback 1 Day	\$193.00
		(g) Rides, mechanical/animal of any kind (ea) 1 Year	\$15.00
		(h) Shows, any kind 1 Day	\$193.00
		(i) Shuffleboard (each lane) 1 Year	\$16.00
		(j) Other games 1 Day	\$15.00
(7) Musical Concert	1110.01	Per event	\$56.00 \$58.00
(8) Theatre Cinema	1120	1 Year	\$58.00 \$272.00
		Plus a notice publication fee	<u>\$280.00</u> \$7.00
(9) Roller Rink	1115	1 Year or portion thereof	\$272.00 \$280.00

Resolution No. 8 | P a g e

(10) Commercial Adult- Oriented Enterprises	605	1 Year	\$3,237.00
·			<u>\$3334.00</u>
		Investigation fee 1 Year	\$ 3,237.00
			<u>\$3334.00</u>
(11) Masseur/Masseuse	605	Certificate fee 1 Year	\$106.00
			<u>\$109.00</u>
		Investigation fee 1 Year	\$264.00
			<u>\$272.00</u>
(12) Public Baths	610	1 Year	\$3,749.00
			<u>\$3861.00</u>
		Investigation fee (actual cost minimum)	\$3,749.00
		,	<u>\$3861.00</u>
		1 Day	\$217.00
(13) Fortune Teller and	1130.05—	1 Week	\$646.00
related trade	1130.07	1 Month	\$1,290.00
		1 Year	\$2,159.00
			<u>\$223.00</u>
			<u>\$665.00</u>
			<u>\$1329.00</u>
			<u>\$2224.00</u>
(14) Adult Establishments	1196	Annual license 1 Year	\$3,237.00
			<u>\$3334.00</u>
		Investigation fee (new license)	\$3,237.00
			<u>\$3334.00</u>

Section 6. - Animal Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Animals	905.01— 905.29	(a) Animals (Spayed or Neutered) with option to purchase a multi-year license 1 Year	\$15.00
		(b) Animals (Not Spayed or Neutered) 1 Year	\$25.00
		(c) Duplicate Animal License	\$7.00

Resolution No. 9 | P a g e

	(d) Late Penalty	\$10.00
905.31— 905.33	(e) Commercial Kennel 1 Year	\$217.00
	(f) Residential Kennel 1 Year	\$242.00 \$100.00
	(f) Residential Kennel 1 Year	\$100.00 \$115.00
	(g) Veterinary	\$217.00 \$242.00
905.37— 905.39	(h) Pigeons 1 Year	\$43.00
905.41	(i) Non-domestic Animals (Temporary Permit)	\$30.00
905.01— 905.29	(j) Impounding (each animal) 1st time	\$75.00
		<u>\$77.00</u>
	2nd Time	\$134.00 \$138.00
	3rd time (each impound after)	\$201.00 \$207.00
	(k) Dangerous dog registration fee State Statute 347.51)	\$500.00
906.13	(I) Beekeeping Registration fee	\$30.00

Section 7. - Vehicle and Transportation License and Permit Fees.

Type of Permit or License	Section Requiring	Description		Fee
(1) Aircraft	1340	1 Day		\$58.00
(2) Garbage and Refuse Collection	601.01— 601.33	Commercial and Residential		
		First vehicle 1 Y	⁄ear	\$323.00
				<u>\$333.00</u>
		Each additional vehicle 1 \	⁄ear	\$69.00
				<u>\$71.00</u>

Resolution No. 10 | P a g e

(3) Motor Vehicle Dealer	1155	Per place of business 1 Year	\$484.00
			<u>\$498.00</u>
		Each additional place of business 1 Year	\$183.00
			<u>\$188.00</u>
(4) Motor Bicycle Business	1160	Per place of business 1 Year	\$281.00
			<u>\$289.00</u>
		Per place of business to sell, rent or lease 1 Year	\$129.00
			<u>\$133.00</u>
(5) Sound Truck	1165	Per vehicle 1 Year	\$281.00
			<u>\$289.00</u>
		Per vehicle 1 Day	\$42.00
			<u>\$43.00</u>
(6) Taxicab	1170	First vehicle or auto livery 1 Year	\$700.00
			<u>\$721.00</u>
		Each additional vehicle or auto	
		livery operated at any time within license period	\$85.00
		1 Year	<u>\$88.00</u>
(7) Taxicab Driver	1175	1 Year	\$66.00
, ,			<u>\$68.00</u>
(8) Rental or Utility Trailers and Trucks	1185	Each place of business 1 Year	\$129.00
			<u>\$133.00</u>

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

Type of Permit or License	Section Requiring	Description	Fee
(1) Firearms Dealer	920.01— 920.05	1 Year	\$2,159.00 \$2224.00
(2) Food Establishments	617	(A) Type I Establishment, a large 1 year high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day	

Resolution No. 11 | P a g e

(1) Food service establishment	\$969.00
	<u>\$998.00</u>
(2) School, kindergarten through grade 12	\$712.00
101.5	<u>\$733.00</u>
(3) Daycare Center or Preschool	\$712.00
(5) 7	<u>\$733.00</u>
(B) Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day	
(1) Food service establishment	\$832.00
	<u>\$857.00</u>
(2) School, kindergarten through grade 12	\$554.00
	<u>\$571.00</u>
(3) Daycare Center or Preschool	\$554.00
120-	<u>\$571.00</u>
(C) Type III Establishment, a medium risk food establishment serving mainly non-time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment	
(1) Food service establishment	\$712.00 \$733.00
(2) School, kindergarten through grade 12	\$353.00
	\$364.00
(3) Daycare Center or Preschool	\$353.00
	<u>\$364.00</u>
(D) Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended or mixed drinks, packaged foods customers	
heat onsite, continental breakfasts, unpackaged baked goods made elsewhere	
(1) Food service establishment	\$464.00 \$478.00
ı	

Resolution No. 12 | P a g e

(2) School, kindergarten through grade 12	\$215.00
	<u>\$221.00</u>
(3) Daycare Center or Preschool	\$215.00
	<u>\$221.00</u>
(E) Type V Establishment, a food	
establishment with non-TCS food or food	
products sold in the original packaging	
(1) Food service establishment	\$285.00
(1) 1 cod col vice coldano inition	\$294.00
(2) School, kindergarten through grade 12	\$ 178.00
(2) Goriooi, Kinadigarton tinoagn grado 12	\$183.00
(3) Daycare Center or Preschool	\$178.00
Daycare Ochice of Freschool	\$183.00
(F) Supplemental Facility	ψ100.00
(i / Supplemental i acility	
(1) High Supplemental Facility (like Type I	#470.00
or II)	\$178.00
,	<u>\$183.00</u>
(2) Medium Supplemental Facility (like	¢442.00
Type III)	\$142.00
	<u>\$146.00</u>
(3) Catering Supplemental Facility (for Food	\$245.00
Catering Vehicle(s) and equipment)	\$215.00
	<u>\$221.00</u>
(4) Low Supplemental Facility (like Type IV or	\$106.00
V)	<u>\$109.00</u>
(G) Temporary Food Establishment	
(1) Complex Temporary 1 to 3 days (like	\$178.00
Type I or II)	Ψ170.00
	<u>\$183.00</u>
(2) Complex Temporary 4 to 21 days (like	\$321.00
Type I or II)	
	<u>\$331.00</u>
(3) Simple Temporary 1 to 3 days (like	\$74.00
Type III, IV or V)	
	<u>\$76.00</u>
(4) Simple Temporary 4 to 21 days (like	\$172.00
Type III, IV or V)	
	<u>\$177.00</u>
(5) Temporary Food Multi-Vendor	\$ 900.00
	<u>\$927.00</u>

Resolution No. 13 | P a g e

		(H) Farmer's Market Stand (stands not exempted from licensing in Minnesota Statue Chapter 28A)	\$215.00 \$221.00
(3) Automobile Washing Establishment	1125	Per calendar Year or fraction thereof	\$215.00 \$221.00
(4) Cesspools	925.03	Permit fee for opening cesspool or dumping contents of each cesspool into City sewer	\$33.00 \$34.00
(5) Incinerator	601.29 601.31 601.15	1 Year	\$64.00 \$66.00
(6) Tobacco	1146.01(MS 461.12)	Retail Sale and Distribution - License issued on calendar Year (cigarette vending machines prohibited) (Bill No. 1998-19)	\$541.00 \$557.00
(7) Transient Merchant	1181.01— 1181.09	1 Day	\$138.00
(8) Wagon Peddler	1181	1 Year	\$142.00 \$324.00 \$334.00
(9) State hawker or Peddler license	1181	6 month/per person covered	\$80.00 \$82.00
(10) Canvasser or Solicitor	1181	6 month/per person covered	\$80.00 \$82.00
(11) Christmas Tree Sale	1130.03	1 Year	\$176.00 \$181.00
(12) Lodging Establishments	618	(A) Hotel/Motel	\$299.00 \$308.00
		(1) Each Guestroom	\$24.00 \$25.00
(13) Outdoor Merchandising	1135	Permit	\$137.00 \$141.00
(14) Storage Enclosure	1135	Per Enclosure	\$117.00 \$120.00

Resolution No. 14 | P a g e

		1	
(15) Pawnbroker	1187	(a) Pawnbroker 1 Year	\$5,626.00
			<u>\$5795.00</u>
		(b) Owner investigation fee 1 Year (nonrefundable)	\$3,234.00
			<u>\$3331.00</u>
		(c) Manager investigation fee 1 Year (nonrefundable)	\$1,170.00
		,	\$1205.0 <u>0</u>
		(d) Employee investigation fee 1 Year (nonrefundable)	\$112.00
			<u>\$115.00</u>
		(e) Transaction fee - per transaction	\$2.00
(16) Secondhand Goods Dealer	1186	(a) Secondhand Goods Dealer 1 Year	\$617.00
Coous Beale.			<u>\$635.00</u>
		(b) Initial investigation fee (nonrefundable) actual costs in excess of above with total not exceeding	\$2,438.00
		Applicant shall deposit \$1,200.00 with Licensing Clerk along with application. Amount in excess of actual application costs shall be refunded.	
(17) Auto Detailing Establishment	1195.01	1 Year	\$481.00
			<u>\$495.00</u>
(18) Tattoo, Body Piercing, Body Painting or Body Branding	630	(a) Tattoo, body piercing, body painting or body branding1 Year	\$1,077.00 \$1109.00
		(b) Initial investigation fee (nonrefundable)	\$1,046.00
		1 Year	
(19) Temporary Tattoo, Body Piercing, Body Branding and Body painting events	630	Per booth	\$64.00 \$66.00

Resolution No. 15 | P a g e

(20) Massage Therapy Enterprise License (Business license)	1188	Annual license 1 Year	\$1,046.00 \$1077.00
		Investigation fee (new license)	\$1,046.00 \$1077.00
Massage Therapist (Individual License)		Annual license 1 Year	\$103.00 \$106.00
		Investigation fee (new license)	\$106.00 \$109.00
Temporary Massage Therapist License		Per temporary location	\$216.00 \$222.00
(21) Public Swimming Pools	619	(A) Indoor	
		(1) First pool	\$285.00 \$294.00
		(2) Each additional pool	\$142.00 \$146.00
		(B) Outdoor	
		(1) First pool	\$285.00 \$294.00
		(2) Each additional pool	\$142.00 \$146.00
		(C) School, K through grade 12, pools	
		(1) First pool	\$185.00 \$190.00
		(2) Each additional pool	\$103.00 \$106.00
		(D) Pool opening reinspection fee, operator makes an appointment for an inspection, but the pool is not ready to open	\$100.00
(22) Motion pictures and commercial photography permit	1197	Per event Photography Motion picture (based on application)	\$50.00 \$200.00

Resolution No.

PLAN REVIEW FEE FOR FOOD, THERAPEUTIC MASSAGE AND LODGING PERCENTAGE OF FACILITY INVOLVED WILL BE DETERMINED BY STAFF

Descriptions:

- Type I Establishment, a large high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day.
- Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day.
- Type III Establishment, a medium risk food establishment serving mainly non-time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment.
- Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended mixed drinks, packaged foods customers heat onsite, continental breakfasts, unpackaged baked goods made elsewhere.
- Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging.

Environmental plan review—includes the physical remodeling, updating, equipment replacement, equipment additions and the general overall review of all plans/work. This also includes all new development projects.

	New Construction and/or Major Remodel (over 50% of facility involved)	Extensive Remodel (25—50% of facility)	Minor Remodel 0—24% of facility)	Non-remodel approval consultation \$5,000 or less in costs)
Type I	\$3,439.00	\$1,793.00	\$968.00	\$165.00
	\$3542.00	\$1847.00	\$997.00	\$170.00
Type II	\$2,369.00	\$1,298.00	\$721.00	\$165.00
	\$2440.00	\$1337.00	\$743.00	\$170.00
Type III	\$1,299.00	\$722.00	\$431.00	\$165.00
	\$1338.00	\$744.00	\$444.00	<u>\$170.00</u>
Type IV	\$636.00 <u>\$655.00</u>	\$248.00 \$255.00	\$125.00 <u>\$129.00</u>	No fee
Type V	New project or change of owner - \$150.00 <u>\$155.00</u>		Minor remodel - permit but no plan check fee	

Resolution No. 17 | Page

Therapeutic	\$165.00	\$ 165.00	\$165.00	\$165.00
Massage	<u>\$170.00</u>	<u>\$170.00</u>	<u>\$170.00</u>	<u>\$170.00</u>

Section 9. - Liquor and Related License and Permit Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) 3.2 Malt Liquor	1202.05	(a) On-Sale 1 Year	\$912.00
		(b) Tavern (dance) 1 Year	\$745.00
		(c) Wholesale 1 Year	\$44.00
		(d) Growler (Micro Brewery Off-Sale Malt Liquor) 1 Year	\$175.00
		(e) Off-Sale 1 Year	\$264.00
		(f) Club (Bottle Club) 1 Year	\$603.00
		(g) Temporary per event	\$100.00 \$115.00
(2) Liquor	1202.05	(a) On-Sale 1 Year	\$12,029.00
		(b) Sunday (Fee set by state law) 1 Year	\$200.00
		(c) Wine 1 Year	\$1,325.00
		(d) Taproom (Micro Brew On-Sale Malt Liquor) 1 Year	\$700.00
		(e) Cocktail Room (Micro Distillery On Sale) 1 Year	\$800.00
		(f) Micro Distillery Off Sale 1 Year	\$600.00
		(g) Veterans' Organization (Ex-Sunday) 1 Year	\$863.00

Resolution No. 18 | P a g e

		(h) Temporary per event	\$170.00 \$185.00
(3) Employee License On-Sale Liquor Establishments	1208.01	Effective 10/1/95 all licenses issued shall be valid for a period of two years from the date of initial application	\$37.00
(4) Investigation Fee	1202.01— 1202.21	(a) On-Sale liquor including Veterans' Organization	\$824.00 and
		Each person shown on application	\$247.00
		Each additional investigation for each person not listed on original or renewal application (excluding Veteran's Organizations)	\$247.00
	1202.11	(b) Wine, Taproom, Brewpub, Distillery, and	\$824.00
		Each person shown on application	\$247.00
		Each additional investigation for each person not listed on original or renewal application	\$247.00
	1202.11	Investigation of substitute manager	\$103.00

Section 10. - Housing Inspection and Rental License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) License for Apartment	407	(a) Apartment House, 1 Year	\$150.00
Houses and Rental Homes (includes up to two inspections)		Each unit	\$15.00
		(b) Rental Home - single family dwelling, 1 Year	\$150.00

Resolution No. 19 | P a g e

(c)Duplexes/double bungalows/townhouses	
First unit, 1 Year	\$150.00
Each additional rental unit, 1 Year	\$85.00
(d) Late Fee—To be charged each month the license is late	25% of the annual license fee, with a minimum monthly fee of \$50.00 and a maximum monthly fee of \$500.00, charged each month the fee is late
(e) License Transfer Fee	\$50.00
(f) Reinstatement of suspended license	100% of license fee (minimum \$80.00)
(g) Reinstatement of Revoked license	200% of license fee
(h) Re-Inspection Fee (for inspections over the first two)	
1. multi-family	3 rd inspection: \$100.00 4 th inspection: \$200.00 5 th inspection: \$400.00 6 th inspection and more: \$800.00 Up to \$3,000, maximum
2. single family & duplex	3 rd inspection: \$50.00 4 th inspection: \$100.00 5 th inspection: \$200.00 6 th inspection and more: \$400.00 Up to \$1,500, maximum
Re-inspection fees shall be payable at the time of license renewal and no renewal license shall be issued unless all inspection fees are paid	

Resolution No. 20 | P a g e

		(i) Provisional license for apartment house Includes first unit	\$300.00
		Each additional unit	\$30.00
		Provisional license for Rental Home—single family dwelling 1 Year	\$300.00
		Provisional license for duplex First unit	\$300.00
		Each additional unit	\$170.00
		(j) Investigation fee for operating a rental property without a license	\$500.00
(2) Certificate of Housing	408	Single family home	\$150.00
		2-family home	\$230.00
maintenance Compliance (includes up to		Condominium	\$100.00
two inspections)		Re-inspection Fee	3 rd inspection \$50.00 4 th inspection \$100.00 5 th inspection \$200.00 6 th inspection and more \$400.00 Up to \$1,500, maximum
		Fee to process cash escrow agreement	\$50.00 <u>\$100.00</u>
		Fee to process Agreement to Comply	\$50.00
(3) Richfield Apartment Managers' Association Fee	407	Fee to support RAMA services	\$1.50/unit

Resolution No. 21 | P a g e

(4) Permit Fee for Rooming 406 House	1 Year	\$170.00
--	--------	----------

Section 11. - Miscellaneous Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Permit to reside	1190	In motel for more than six Months	\$17.00
(2) Permit to Carry a Gun		Permit Issued By County	
(3) False Alarms (billable)		(a) in excess of 2 for calendar Year	\$100.00
		(b) in excess of 10 for calendar Year	\$200.00
		(c) in excess of 20 for calendar Year	\$300.00
(4) Nuisance Conduct Fee	925	Third call to a property for nuisance conduct within a 365-day period \$400	
(5) Copying Services Provided		Flat rate (per page)	\$.25
		Special rate	
		(a) Black & White Photocopy rate	
		8.5 x 11 (per side)	\$.25
		8.5 x 14 (per side)	\$.25
		MN Statute 13.03C	
		11 x 17 (each)	\$.50

Resolution No. 22 | Page

		24 x 36 (each)	\$2.50
		X-large	\$2.50
		Color Photocopy rate	
		8.5 x 11 (per side)	\$1.00
		8.5 x 14 (per side)	\$2.00
		11 x 17 (each)	\$4.00
		24 x 36 (each)	\$18.00
		X-large	\$3.00/sq. ft.
		(b) Labor	hourly wage & 33%
		(c) Postage	prevailing rate
		(d) Fax per page	\$.50
		(e) CD of meeting (per CD)	\$5.00
		(f) DVD of meeting (per DVD)	\$15.00
		(g) Electronic copies (CD or disk)	\$5.00
		(h) As builts (per image)	\$.50
(6) Notary Fee		Fee Set By State	
(7) Candidate Filing Fee	City Charter 4.04		\$25.00
(8) Photo Fee		Includes 2 photos	\$16.00 including tax

Resolution No. 23 | P a g e

(9) Assessing Fees	Special	Special Assessment Searches	
		- One free property identification number (PID) search per Day	
		- if more than one search per Day (per search)	\$3.00
		Special Assessment Search Report	
		- per PID	\$15.00
		Creation of New or Special Report	
		- Fees to be based on time and materials to create report	
		- Minimum Fee	\$25.00
		Review of Comparable Property Records	
		Residential Field Card Report	\$.25
		- for up to five comparable properties (per copy)	
		Commercial/Industrial/Apartment Field	
(10) Domestic Partnership	120	Registration	\$30.00
(11) Certified copy of various documents		To certify documents i.e. resolutions, ordinances, minutes, registration forms, etc. on file (per copy)	\$5.00
(12) Vacant Building Registration Fee	925	Single Family Home or Duplex - Vacant less than one Year	\$450.00 \$500.00
		Single Family Home or Duplex - Vacant one Year or longer	\$500.00
			<u>\$550.00</u>

Resolution No. 24 | Page

Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant less than one Year	\$600.00
Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant one Year or longer	\$1,100.00
Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant less than one Year	\$1,350.00
Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant one year or longer	\$2,600.00

Section 12. - Room and Park Shelter Rental Fees.

Location or Type	Description	Fee Classification	Fee
Richfield Municipal Center	Bartholomew Room	Civic and non-profit groups and governmental agencies	\$75.00/Hr (2-hour minimum)
		Resident groups	\$100.00/Hr (2-hour minimum)
		Non-Resident and other groups	\$500.00/4-hour block
	Heredia Room	Civic and non-profit groups and governmental agencies	\$69.00/Hr (2-hour minimum)
		Resident groups	\$82.00/Hr (2-hour minimum)
		Non-Resident and other groups	\$400.00/4-hour block
	Fred Babcock Room	Civic and non-profit groups and governmental agencies	\$69.00/Hr (2-hour minimum)
		Resident groups	\$82.00/Hr (2-hour minimum)

Resolution No. 25 | P a g e

Richfield	Augsburg, Fireside,	Non-Profit	\$42.00/Hr
Community Center	Nicollet, or Ruth		ψ 12.00/1
	Johnson Rooms	Private	\$60.00/Hr
	Combined Nicollet/Augsburg or	Non-Profit	\$69.00/Hr
	Richfield Rooms	Private	\$95.00/Hr
			\$38.00/booking
	Kitchen	All Renters	Free with combined Nicollet/Augsburg room rental
		Non-Profit	\$42.00/Hr <u>\$45/hr</u>
Wood Lake Nature Center	Auditorium	Private	\$60.00/H r <u>\$65/hr</u>
Park Shelters	Wood Lake Nature Center - Emily Day Pavilion		\$82.00/4-hour block
	Fairwood, Monroe, Augsburg Park Shelters		\$44.00/4-hour block
	Sheridan Park Shelter		\$62.00/4-hour block
	Veterans Park Shelter	Monday - Thursday 9:00am - 12:00pm	Monday-Friday \$115 per section/3-hr block
		1:00pm - 4:00pm	
		6:00pm - 9:00pm	Saturday & Sunday \$135 per section/3-hr block 1 Section: \$105.00 3 Sections: \$221.00
		9:00am - 9:00pm -	1 Section: \$105.00 3 Sections: \$221.00
		Friday - Sunday	1 Section: 110.00
		9:00am - 12:00pm	3 Sections: \$225.00
			1 Section: \$320.00
		1:00pm - 4:00pm (1:30pm - 4:30pm on Sat)	3 Sections: \$667.00

Resolution No. 26 | Page

		6:00pm - 9:00pm	1 Section: \$110.00 3 Sections: \$221.00
		9:00am - 9:00pm	1 Section: \$110.00 3 Sections: \$221.00
			1 Section: \$110.00 3 Sections: \$230.00
			1 Section: \$330.00 3 Sections: \$672.00
Athletic Fields	Donaldson Baseball Fields	Resident	\$54.00/hr \$270.00/day (first 8 hrs)
		Non-Resident	\$66.00/hr \$340.00/day (first 8 hrs)
	Roosevelt Baseball Fields	Resident	\$44.00/hr \$260.00/day (first 8 hrs)
		Non-Resident	\$56.00/hr \$320.00/day (first 8 hrs)
	Lincoln and Taft Premium Softball Fields	Resident	\$30.00/hr \$120.00/day (first 8 hrs)
	i iolus	Non-Resident	\$40.00/hr \$175.00/day (first 8 hrs)
	General Baseball/Softball Fields	Resident	\$25.00/hr \$109.00/day (first 8 hrs)
	i icius	Non-Resident	\$35.00/hr \$199.00/day (first 8 hrs)
	Taft and Washington Premier	Resident	\$59.00/hr
	Soccer/Football Fields	Non-Resident	\$79.00/hr
	Christian and Donaldson	Resident	\$52.00/hr
	Soccer/Football Fields	Non-Resident	\$77.00/hr
	Monroe Neighborhood Soccer Field		\$40.00/hr
Broomball/Hockey Rink	Taft, Donaldson, and Christian	Non-Resident Resident	\$60.00/hr \$29.00/hr

Resolution No. 27 | Page

		Non-Resident	\$39.00/hr
Tennis Courts	All parks	Resident	\$15.00/court/hr
		Non-Resident	\$25.00/court/hr
Volleyball Courts	All parks	Resident	\$18.00/hr
		Non-Resident	\$26.00/hr
Kato Courts	All parks	Resident	\$18.00/hr
		Non-Resident	\$26.00/hr
Basketball Courts	All parks	Resident	\$18.00/hr
		Non-Resident	\$26.00/hr
		Resident	\$18.00/hr
Open Space	All parks	Non-Resident	\$26.00/hr
Athletic Facility Light Use	Softball, Baseball, Soccer, Football, Hockey, Tennis	All renters	\$28.00/hr \$30.00
Richfield Band	Stage and Equipment	All renters	Stage \$150.00/hr
Shell			Equipment \$70/booking

Adopted by the City Council of the City o	f Richfield, Minnesota this 12th day of September, 2023.
	Mary B. Supple, Mayor
ATTEST:	
Dustin Leslie City Clerk	

Resolution No. 28 | P a g e

AGENDA SECTION: AGENDA ITEM#

RESOLUTIONS



STAFF REPORT NO. 121 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Julie Urban, Assistant Community Development Director

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director

9/5/2023

OTHER DEPARTMENT REVIEW:

CITYMANAGER REVIEW:

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution approving the 2023 Revised and 2024 Budget for the Affordable Housing Trust Fund.

EXECUTIVE SUMMARY:

On May 26, 2020, the City established an Affordable Housing Trust Fund (Trust Fund) to support the preservation and creation of affordable housing in the City. Through its Trust Fund, the City can support the rehabilitation and preservation of existing affordable housing, promote the development of additional affordable housing, and assist individuals with rental and down payment assistance. The City's Housing and Redevelopment Authority (HRA) administers the Trust Fund on behalf of the City.

The 2023 Revised Budget provides funding for the following affordable housing programs:

- \$220,000 for down payment assistance through the HRA's First-Time Homebuyer Program, which serves households earning up to 80% of the Area Median Income (AMI), and
- \$200,000 for the New Home Program, which provides affordable homeownership opportunities for households earning up to 80% of the AMI.

The 2024 Proposed Budget for the Trust Fund includes funding for the following affordable housing programs:

- \$180,000 for the First-time Homebuyer Program;
- \$200,000 for the New Home Program, and
- \$700,000 for development grants to affordable housing projects.

Funding for the Trust Fund in the 2023 Revised and 2024 Budget is provided by Community Development Block Grant (CDBG) funds, proceeds from the sale of HRA property, and pooled tax increment.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving the 2023 Revised Budget and 2024 Budget for the Affordable Housing Trust Fund.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 2017, the State Legislature approved legislation to allow cities to establish housing trust funds in order to facilitate affordable housing efforts in the State.
- On May 26, 2020, the City Council adopted an ordinance establishing an Affordable Housing Trust Fund.

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

- Minnesota Statutes 462C.16 establishes the authority for cities to create local housing trust funds.
- The City's Comprehensive Plan supports the preservation, maintenance and diversification of the City's housing stock and the provision of housing that meets the diverse needs of all its residents. Ensuring housing stability for residents and preserving and creating affordable housing furthers these goals.
- The HRA works to implement the Comprehensive Plan by administering a variety of housing programs for people who own their homes and who rent their homes as well as for residents across the income spectrum.
- One of the desired outcomes of the City's Strategic Plan is to maintain Richfield as an affordable place to live.

C. CRITICAL TIMING ISSUES:

- The Trust Fund budget should be approved before January 1, 2024.
- The timing of the expenditures of the development grants is dependent upon the projects, Richfield Flats and Aster Commons, receiving financing from the State of Minnesota.

D. FINANCIAL IMPACT:

- Revenues to the Trust Fund are federal CDBG funds, HRA property sales proceeds, and pooled tax increment.
- Special Legislation passed in 2021 allows the HRA to transfer pooled tax increment to the City's
 Trust Fund. In 2022, the HRA and Council approved the transfer of \$750,000 in pooled tax
 increment to the Trust Fund. Because the state auditor does not allow co-mingling of tax increment
 with other funds and because the allowable uses are more restrictive under the special legislation,
 the revenues and expenditures for the pooled tax increment appear under separate codes and
 budgets.
- To fully fund the development grants, the HRA anticipates transferring additional funds to the Trust Fund.

E. LEGAL CONSIDERATION:

- City ordinance establishing the Trust Fund requires that the budget be approved by the City Council.
- The Trust Fund is administered by the HRA.
- The Trust Fund can support affordable housing to persons of very low, low, and moderate income. All of the proposed programs meet this definition.
- Homeownership programs for moderate income households (up to 120% AMI) must be approved a super majority of the City Council. None of the proposed uses require this level of approval.

ALTERNATIVE RECOMMENDATION(S):

Decide not to approve the Trust Fund budget.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description Type

Resolution Resolution Letter

Resolution Resolution Letter

2023R and 2024 Affordable Housing Trust Fund Budget Backup Material

RESOLUTION	NO.
-------------------	-----

RESOLUTION ADOPTING AN AFFORDABLE HOUSING TRUST FUND BUDGET FOR THE YEAR 2023 REVISED AND 2024

WHEREAS, authorized by Minnesota State Statutes 462C.16, the City approved by ordinance the creation of an Affordable Housing Trust Fund on May 26, 2020, and

WHEREAS, the ordinance requires the City Council to approve an annual budget for the Affordable Housing Trust Fund.

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

- 1. The 2023 Revised Budget for the Affordable Housing Trust Fund is hereby approved and adopted with appropriations as follows:
 - \$220,000 to the Housing and Redevelopment Authority's (HRA) First-Time Homebuyer Program, and
 - \$200,000 for the HRA's New Home Program.
- 2. The 2024 Budget for the Affordable Housing Trust Fund is hereby approved and adopted with appropriations as follows:
 - \$180,000 for the HRA's First-time Homebuyer Program;
 - \$200,000 for the HRA's New Home Program, and
 - \$700,000 for development grants to affordable housing projects.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2023.

ATTEST:	Mary B Supple, Mayor
Dustin Leslie, City Clerk	<u></u>

AFFORDABLE HOUSING TRUST FUND

MISSION STATEMENT

To fund the rehabilitation and preservation of existing affordable housing, promote the development of additional affordable housing, and assist individuals with rental and down payment assistance.

FUND FOCUS

The City created an Affordable Housing Trust Fund in 2020 to facilitate the creation and preservation of affordable housing in the community. The Trust Fund can provide loans and grants to housing developers to create new affordable rental and owner-occupied housing, for the rehabilitation and preservation of existing multi-family residential rental housing, and offer rental and homeownership assistance to persons of very low, low, and moderate income.

2023 HIGHLIGHTS

- Despite higher interest rates, first-time homebuyers continue to utilize the HRA's First-Time Homebuyer Program. Funding for up to nine buyers is available.
- The West Hennepin Affordable Housing Land Trust (WHAHLT) purchases and remodels 1-2 homes and sells them to homebuyers earning less than 80 percent of the Area Median Income. The land trust model provides 99 years of affordability.

2024 FUND GOALS

- Fund eight to ten First Time Homebuyer loans. (City Council Priority/Outcome 2c and 5a)
- Fund three to four down payment assistance loans for low-income buyers of new manufactured homes in the Woodlawn Terrace manufactured home community. (City Council Priority/Outcome 2c and 5a)
- Use CDBG funds and Trust Fund money to fund the purchase and rehabilitation of two homes by the West Hennepin Affordable Housing Land Trust (WHAHLT). The homes will be sold to low-income homebuyers using the land trust model. (City Council Priority/Outcome 2c)
- Provide up to \$200,000 to MWF Properties to increase affordability and energyefficiency in the Richfield Flats development at 7700 Pillsbury Avenue. (City
 Council Priority/Outcome 2b and c, and 3c)

• Provide financial assistance to Beacon Interfaith Housing to construct a supportive, deeply affordable housing development.

FUND EXPENDITURE COMMENT

- The budget for the Housing Trust Fund must also be approved by the City Council.
- Worksheets detailing revenues and expenditures for the non-TIF (non-Special Legislation) Affordable Housing Trust Fund are included in the following pages.
- At the end of 2022, \$750,000 in pooled tax increment was transferred to the
 Trust Fund. Because the State Auditor does not allow co-mingling of tax
 increment with other funds, separate codes and budgets are established for
 these funds. Allowable uses are also more restrictive (e.g., no down payment or
 rental assistance), as defined by special legislation approved by the State
 Legislature in 2021. Revenues and expenditures related to the Special
 Legislation Trust money is provided below.

Special Legislation AHTF Budget:

opoola. Logiciation / arrivation								
2023 R	2024 Proposed							
\$100,000 (Land Trust)	\$200,000 (Land Trust)							
	\$700,000 (Development Grants)							

In order to fund development grants, \$500,000 will be transferred from the Temporary Spending Plan funds to the Special Legislation Funds.

FUND: AFFORDABLE HOUSING TRUST

DEPARTMENT: Community Development

BUSINESS UNIT: Affordable Housing Trust - 91530

DETAIL REVENUES BY BUSINESS UNIT

CLASSIFICATIONS		2022 ACTUAL		2023 BUDGET		2023 REVISED		2024 BUDGET	
Intergovernmental Revenues									
4214 CDBG Grants	\$	-	\$	100,000	\$	100,000	\$	-	
Intergovernmental Revenues Total	\$	-	\$	100,000	\$	100,000	\$	-	
Miscellaneous Revenues									
4607 Investment Earnings	\$	4,838	\$	-	\$	-	\$	-	
4609 Change in Fair Value		34		-		-		-	
4622 Contributions & Donations		32		50		50		50	
Miscellaneous Revenues Total	\$	4,904	\$	50	\$	50	\$	50	
Other Financing Sources									
8051 Operating Transfers In	\$	85,000	\$	-	\$	-	\$	-	
Other Financing Sources Total	\$	85,000	\$	-	\$	-	\$	-	
Affordable Housing Trust TOTAL	\$	89,904	\$	100,050	\$	100,050	\$	50	

FUND: AFFORDABLE HOUSING TRUST

DEPARTMENT: Community Development

BUSINESS UNIT: Affordable Housing Trust - 91530

DETAIL EXPENDITURES BY BUSINESS UNIT

CLASSIFICATIONS		2022 ACTUAL		2023 BUDGET		2023 REVISED		2024 BUDGET	
Other Services & Charges									
6103 Professional Services -General6511 Rehab Loan Program	\$	846 195,000	\$	1,000 420,000	\$	1,000 220,000	\$	1,000 180,000	
Other Services & Charges Total	\$	195,846	\$	421,000	\$	221,000	\$	181,000	
Capital Outlay							•		
7110 Land Purchases	\$	100,000	\$	180,000	\$	100,000	\$	-	
Capital Outlay Total	\$	100,000	\$	180,000	\$	100,000	\$	-	
Affordable Housing Trust TOTAL	\$	295,846	\$	601,000	\$	321,000	\$	181,000	



Richfield Affordable Housing Trust Fund 2022 Annual Report

Richfield strives to provide housing stability for residents at all income levels and stages of life. In 2020, the City of Richfield established an Affordable Housing Trust Fund, dedicating funds to preserve and create affordable housing opportunities in the community for households with lower incomes.



What is affordable housing?

Affordable housing is defined as housing that costs a person no more than 30% of their income. In 2021 28% of Richfield residents spent more than 30% of their income on housing (2017-2021 American Community Survey).

What is an Affordable Housing Trust Fund?

A Trust Fund is a tool cities can use to rehabilitate and preserve existing affordable housing, develop new affordable housing, and provide rental and down payment assistance.

For more information:

Contact the Community Development Department at (612) 861-9760 or com_dev@richfieldmn.gov

In 2022:

Down Payment Assistance

HOUSEHOLDS SERVED: 10

\$195,000 was provided to ten incomeeligible households who were purchasing their first homes.

households, 70% Of the ten were households color. 90% of were housechildren, holds with and 20% were households renting/living in Richfield.

Historically, people of color have been denied homeownership access the market. The city's First-Time Homebuyer program works help people realize to all their dream of homeownership.

2022 funding for the Trust Fund was provided through land sale proceeds and the federal Community Development Block Grant program. \$750,000 in new funding was transferred to the Trust Fund in 2022, ensuring future opportunities to support affordable housing.





Affordable Homeownership

HOUSEHOLDS SERVED: 1

\$100,000 awarded was to Homes Within Reach, Community Land Trust, that purchased and rehabilitated a Richfield house and sold it to an income-qualified household. Under the land trust model, the land trust retains ownership of the property, the only, guaranteeing affordability for 99 years. selling house

AGENDA SECTION: AGENDA ITEM# OTHER BUSINESS

10.



STAFF REPORT NO. 122 CITY COUNCIL MEETING 9/12/2023

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider City Council's approval of the Mayor's appointment of a Housing and Redevelopment Authority Commissioner.

EXECUTIVE SUMMARY:

On December 13, 2011, the City Council established by resolution that the public's interest is best served by having a composition of two appointed Council Members and three Mayor-appointed citizens who serve on the Housing and Redevelopment Authority (HRA). The appointed commissioners also serve on the Economic Development Authority (EDA).

John Young is seeking appointment to the HRA as a Mayor-appointed citizen. He would be filling an open position as a commissioner has recently resigned.

The HRA recently reviewed and amended their bylaws to stagger the terms of citizen members. In order to align with the amended bylaws, the expiration dates of some commissioner's current terms have been adjusted. The adjusted terms will be varying lengths, not to exceed the statutory limit of five years.

RECOMMENDED ACTION:

By motion: Approve the Mayor's appointment of John Young as an Housing and Redevelopment Authority Commissioner for a five year term expiring February 28, 2028.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

 City Council Resolution No. 10586 was approved December 13, 2011, regarding appointments to the Housing and Redevelopment Authority board of commissioners; establishing composition of the board and term limits on non-elected members.

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

• Under State law, the Mayor appoints HRA Commissioners, subject to approval of the City Council.

C. CRITICAL TIMING ISSUES:

To ensure adequate representation at future meetings, the City Council should appoint HRA

Commissioners as soon as possible.

D. FINANCIAL IMPACT:

• These appointments are no additional cost to the City.

E. **LEGAL CONSIDERATION:**

• Pursuant to Minnesota State Statutes (469.003, subd. 6), "commissioners shall be appointed by the mayor, with the approval of the governing body."

ALTERNATIVE RECOMMENDATION(S):

• The Council may decide not to approve the Mayor's appointment or defer the appointment to a future City Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None