



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
SEPTEMBER 13, 2022  
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: 2454 185 7165 and password: 1234.**

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

Approve the Minutes of the: (1) City Council Work Session of July 26, 2022; (2) Joint City Council and Charter Commission Work Session of August 10, 2022; (3) Regular City Council Meeting of August 10, 2022; (4) Special City Council Meeting of August 17, 2022; and (5) Special City Council Work Session of August 17, 2022.

**PRESENTATIONS**

1. Proclamation Celebrating Hispanic American Month
2. Proclamation of the City of Richfield for Nel Swanson
3. Proclamation Celebrating the Bartholomew house's 170th birthday

**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 approval of the 2022-2023 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/bio-terrorism and the development of a response system.

Staff Report No. 117
  - B. Consider the approval of a first reading of an ordinance amending Sections 617,618 and 619 of the Richfield City Code to update regulations to be consistent with delegated State requirements and

miscellaneous edits for clarity related to food establishments, lodging establishments, and public pools.

Staff Report No. 118

- C. Consider the approval of the continuation 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 2023.

Staff Report No. 119

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

Staff Report No. 120

- E. Second Reading of an Ordinance Amending Section 300 and Section 1220 of the City Code of Ordinance relating to the Abolishment of the Liquor Department and Liquor Operations Director Position Within the City Organization.

Staff Report No. 121

- F. First reading of an ordinance amendment modifying regulations for Electric Vehicle charging.

Staff Report No. 122

- G. Consider the approval of setting a public hearing to be held on September 27, 2022, to consider the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for Kataki, located at 6401 Nicollet Avenue.

Staff Report No. 123

- H. Consider a resolution approving a Grant Compliance Agreement, and related documents, between the City and Minnesota Independence College and Community for use of a Livable Communities Demonstration Act grant.

Staff Report No. 124

- I. Consider the adoption of a resolution establishing an absentee ballot board and appointing election judges for the General Election of November 8, 2022.

Staff Report No. 125

- J. Consider approval of the purchase of a Mack tandem-axle cab/chassis from Nuss Truck & Equipment for \$123,507 and dump box/snow fighting equipment from Towmaster Truck Equipment for \$153,712 totaling \$277,219 plus taxes and licensing in 2023 for use by the Public Works Department and authorize the City Manager to approve contract changes not to exceed \$10,000 without further City Council consideration.

Staff Report No. 126

- K. Consider pre-authorizing the acceptance of \$8,992 in Safety Grant Program funds from the Minnesota Occupational Safety and Health Administration (MNOSHA) to assist in the purchase of stackable aluminum trench boxes for enhanced jobsite safety.

Staff Report No. 127

- L. 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 strong beer in their parking lot on Sunday, September 18, 2022, in conjunction with Richfield's Open Streets at Penn Fest event.

Staff Report No. 136

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

### **PUBLIC HEARINGS**

- 7. Second reading of a proposed ordinance amending the Existing Cable Television Franchise Agreement from August 1, 2022, to January 31, 2023 with Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, Inc.

Staff Report No. 128

### **PROPOSED ORDINANCES**

8. Second reading of a proposed ordinance amendment updating the City's Zoning Code subsection that regulates fences, walls, and hedges.

Staff Report No. 129

### **RESOLUTIONS**

9. Consider a resolution approving the 2022 Revised and 2023 Budget for the Affordable Housing Trust Fund.  
Staff Report No. 130
10. Consider the approval of a resolution authorizing the lawful gambling premises permit by Firefighters For Healing, to conduct lawful gambling at Protagonist Kitchen & Bar, 6601 Lyndale Avenue South, Suite 130.  
Staff Report No. 131
11. Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2023 for General Services and Management.  
Staff Report No. 132
12. Consider 2022 Revised/2023 Proposed Budget resolutions adopting the 2023 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2022 budget of various departments, and city fees for 2023.

Staff Report No. 133

### **OTHER BUSINESS**

13. Consider staff's spending recommendation for the City's remaining allocation of the Coronavirus Local Fiscal Recovery Funds as established under the American Rescue Plan Act (ARPA).  
Staff Report No. 134
14. Consider staff's recommendation to adopt the 2023- 2026 City of Richfield Strategic Plan  
Staff Report No. 135

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

15. City Manager's Report

### **CLAIMS AND PAYROLLS**

16. Claims and Payroll

### **COUNCIL DISCUSSION**

17. Hats Off to Hometown Hits
18. Adjournment

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



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

### July 26, 2022

<b>CALL TO ORDER</b>
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The work session was called to order by Mayor Regan Gonzalez at 5:00 p.m. in the Bartholomew Room.

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

*Council Members Absent:* None

*Staff Present:* Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Kumud Verma, Finance Manager; Jay Henthorne, Public Safety Director/Police Chief; Mike Dobesh, Fire Chief; Kristin Asher, Public Works Director; Julie Urban, Assistant Community Development Director; Amy Markle, Recreation Services Director; Kris Weiby, Facilities Manager; Chad Lunder, Chief Building Official; Joe Powers, City Engineer; Chris Swanson, Management Analyst; and Kari Sinning, City Clerk.

Mayor Regan Gonzalez explained that there are two different topics for discussion for the work session and turned it over to City Manager Rodriguez.

<b>ITEM #1</b>	<b>PREVIEW THE PRELIMINARY 2023 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 2023 CAPITAL IMPROVEMENT BUDGET (CIB) AND 2024-2027 CAPITAL IMPROVEMENT PLAN (CIP).</b>
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City Manager Rodriguez and Finance Manager Verma gave a presentation that overviewed the 2023 proposed budget, the impact on the average home, staffing, proposed general fund revenues/expenditures, the capital reserve funds, the long-term financial forecast, and proposed city fees.

Council Member Supple clarified that the tax base is growing in the city and that's why the rate is dropping. City Manager Rodriguez said that is correct.

Council Member Whalen commented that a growing tax base is great for budgets but the increase in market value and tax base creates difficulties for affordable housing in Richfield which should be a broader conversation in the future.

Council Member Trautmann asked for clarification on the budget increasing and tax rate decreasing. City Manager Rodriguez stated that the budget is increasing by 3.84 percent and the main driver for the changes is a decrease in revenues and an additional debt service.

Council Member Whalen asked Fire Chief Dobesh about the increase of staff. Fire Chief Dobesh explained that the cost of overtime was tracked and they saw a decrease in overtime costs once more staff was hired.

Council Member Trautmann asked about the difference in revenues from fines and forfeitures. Director Henthorne stated it is based upon ticket revenue that is split between the county and state and the current rate is about the same as previous and the proposed is about the same as well.

Council Member Supple asked if we are consolidating the debt. City Manager Rodriguez stated the auditors have recommended that we develop a plan to annually transfer funds to gradually pay back the debts and we should not have to transfer annually after 2026. Council Member Trautmann asked about the rationale behind transferring of funds overtime versus a onetime payment. City Manager Rodriguez explained that the former finance director was more comfortable with payments overtime but Finance Manager Verma will delve into the reasons why.

Council Member Whalen clarified that by 2028 we should be more financially secure. City Manager Rodriguez affirmed his clarification.

Public Works Director Asher presented an overview of the proposed utility funds and rates, franchise fees, and streetlight user fees.

Council Member Whalen asked if with the current funding and pace that we are on track to continue to line our sewers or if there is a need for a better funding source. Director Asher stated that we are on track and it has been improving and the trouble spots are being addressed first.

Council Member Supple asked if we are on schedule to cover funding for stormwater repair. Director Asher stated that all would be rehabbed by 2025 addressing the most critical first.

Council Member Trautmann asked if there are any concerns of a water shortage. Director Asher stated that there is not but the quality can change over time.

Council Member Hayford Oleary asked what the limits are for the franchise fees. Director Asher stated that it would be 5% of the collected.

In regards to franchise fees, Council Member Supple asked if the fees are affected by more people streaming instead of watching cable. Director Asher stated that the franchise fees are from electric. City Manager Rodriguez stated that there are concerns with the cable franchise fees that fund our communication special service fund which have been declining.

Council Member Whalen asked if there are is a way to tax the revenues directly from the company versus residents paying. Director Asher stated that there is not a way to do so.

Council Member Hayford Oleary asked if there would be options given for upgrades to streetlights. Director Asher stated that they could charge different properties different rates if they wanted a certain streetlight installed.

Council Member Whalen asked why the street lights for the bridges over I-494 are not paid out of a streetlight fund. Director Asher stated that we pay for electricity and maintenance of the lights and if there is a streetlight fund balance that it would be used for LED changeouts.

City Manager Rodriguez gave a brief overview of the 2023 capital improvement budget and the 2024-2027 capital improvement plan.

City Engineer Powers gave an overview of the current and future capital improvement projects.

Council Member Supple mentioned that legislatively there has been movement that might affect Municipal State Aid (MSA) use on road projects that are more than three lanes and asked how that would affect our funding. Director Asher stated that we would lose the funding for the 77<sup>th</sup> street project if that were to pass. City Engineer Powers stated that the City and the League of Minnesota Cities have voiced their opposition to that legislative change. Council Member Hayford Oleary thought the legislative change pertained to future developments only but Director Asher stated that upon further clarification that it would affect any currently MSA funded street project.

Council Member Hayford Oleary asked if there is intent to proceed if the regional solicitation application does not get approved. City Engineer Powers stated that if we were not awarded, we would have to pursue other funding options which may push the project out a couple years. Council Member Hayford Oleary also asked about the reconstruction of 70<sup>th</sup> street. City Engineer Powers stated that it would only be from 2<sup>nd</sup> Avenue to 5<sup>th</sup> Avenue. Council Member Hayford Oleary also expressed excitement for the Nicollet Avenue project.

Council Member Supple asked about Nicollet Ave ADA improvements. City Engineer Powers stated that the County bid out for the improvements but they came back much higher than anticipated so they will rebid for those projects.

Council Member Trautmann expressed excitement for the Penn Ave Reconstruction project and asked how the city could support the application process with the County. City Engineer Powers stated that the regional solicitation application has already been submitted at this time but they are awarded every two years so if they weren't awarded this year they would submit the application again. He also stated that the City could help demonstrate public engagement to help support the application.

Council Member Whalen asked about the cost for the 494 Reconstruction. City Engineer Powers stated that we do not have a full number of costs for the project and we are in active discussion regarding the final long-term costs for the City.

Recreation Services Director Markle presented an overview of capital projects for Recreation Services.

Council Member Supple asked about the City owned property known as No Name Park. Director Markle stated that hopefully within the coming year that we could name the green space and make it an official Richfield park.

Council Member Hayford Oleary asked how the city would know that we have the right amount of facilities for our residents. Director Markle stated plan on the horizon for a needs assessment from the community.

Mayor Regan Gonzalez asked how the conversations are going with gathering funding for Wood Lake Nature Center and how the Council can support the partnerships. Director Markle stated that they are at the early stages of reaching out to potential partnerships and if Council has any suggestions or ideas of partnerships that would be welcomed.

Council Member Whalen thanked staff for the long-term financial planning in line with our strategic plan which makes him feel more confident in our future.

<b>ITEM #2</b>	<b>PRESENTATION AND DISCUSSION OF STAFF'S SPENDING RECOMMENDATION FOR THE CITY'S REMAINING ALLOCATION OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)</b>
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Management Analyst Swanson gave a presentation that overviewed ARPA, the eligible use of ARPA funds, and already approved projects that have been funded. City Manager Rodriguez shared the project selection process of the remaining funds.

**Project 1:** Chief Building Official Lunder shared the need to upgrade the software for our permitting, licensing, and building plan review to improve efficiency and service. Fire Chief Dobesh shared how this will make the process easier for the departments involved to approve plans. Director Asher stated that developers would also benefit from this upgrade. Police Chief Henthorne shared how this would help with our licensing application process.

Council Member Supple asked if the software upgrade would affect homeowners if they want to add an addition to their house or smaller projects. Chief Building Official Lunder stated that it would and they would still be able to accept paper plans at the counter if needed. Council Member Supple said that she has heard requests for electronic processing and was grateful to hear this project. Fire Chief Dobesh added that architects would prefer to have electronic plans since there are so many changes that can happen quickly to building plans.

Council Member Trautmann expressed the importance of connection to staff during the process and appreciated that the counter would still be open for in person questions and plan submittal.

Mayor Regan Gonzalez asked about a technology and software audit. City Manager Rodriguez stated that it is planned and in the budget.

City Manager Rodriguez commented that projects one and two allow us to work smarter and more efficiently while offering better customer service and operational excellence.

**Project 2:** Assistant City Manager Thongvanh presented the need for implementation of Microsoft 365 as the City still runs on Office 2010 that has been discontinued. The fee does include install and implementation with LOGIS.

Mayor Regan Gonzalez asked if there would be training on the programs. Assistant City Manager Thongvanh stated that Microsoft has some training available and there will be a super user group that will include individuals from all departments.

Council Member Hayford Oleary asked if there would be migration of older Outlook emails and files. Assistant City Manager Thongvanh stated that some employees have reached the storage cap for emails so that would have to be addressed before migration.

**Project 3:** Police Chief Henthorne presented the need for an additional full time social worker in all departments not just public safety to help connect residents with social services and resources.

**Project 4:** Recreation Services Director Markle presented a proposed splash pad adjacent to the pool that would be an inclusive community asset.

Council Member Whalen asked exactly where proposed splash pad would be adjacent to the pool. Director Markle explained that the fencing around the pool would need to be

changed on the south side and that there would be two entrances that would allow residents to visit the splash pad.

Council Member Hayford O'Leary asked for clarification on how someone would be able to use the changing rooms for the splash pad. Facilities Manager Weiby explained that the changing rooms would be available from the outside.

Council Member Whalen expressed excitement for the splash pad but is hesitant to spend \$750,000 of ARPA funds for the project. Director Markle stated the use of the money is a policy decision; in order for our city to stay relevant, promote advancement for equity and inclusion, and respond to the numerous community requests, the ARPA money would allow for this project to be achieved without the struggle to find the funding. City Manager Rodriguez stated that the other bigger projects like the Wood Lake Nature Center can be funded through partnerships and fundraising which would not be able to happen with a splash pad.

Council Member Hayford O'Leary asked about the timeline of the pool liner and if this money could go towards the pool liner. City Manager Rodriguez stated that it could go towards that project but in September staff will bring a discussion regarding a local option sales tax that would be able to fund the pool liner.

Council Member Trautmann shared appreciation for the splash pad but raised a concern for having open public changing rooms.

Council Member Whalen asked if there is potential for a referendum. Director Markle stated that it is an option so that every resident would be positively impacted.

Mayor Regan Gonzalez expressed comfortability for this use of funds for equity, access, and diversification of options for families.

**Project 5:** Assistant Community Development Urban presented the need for social services to provide support to those struggling with housing instability, domestic violence, mental health challenges, and food insecurity.

Council Member Whalen asked about funding from the HRA for the long-term. Assistant Community Development Urban stated that the funding from the HRA can be utilized to fill gaps on capital improvement but the \$300,000 stated here might not make huge impacts on housing affordability. Mayor Regan Gonzalez explained that the money that the HRA has designated for affordable housing is for long-term stable affordable housing.

Council Member Trautmann asked if domestic violence calls have gone down since the beginning of the pandemic and if this would be adequate for the need. Chief Henthorne explained that numbers have dropped a little bit and that this money would go towards housing for domestic violence victims and providing other resources like transportation through the organization itself. Council Member Supple explained that the money would be given to the organizations.

**Project 6:** Assistant City Manager Thongvanh presented the need for a wage and classification study to recruit and retain a quality workforce to best serve our community.

Council Member Trautmann questioned the need instead of increasing wages. City Manager Rodriguez explained that this would not only look at the wages but if the positions are classified properly and also gives more insight on how to make Richfield an employer of choice.

**Project 7:** Director Asher presented a proposal to assist residents with Emerald Ash Borer infected tree removal. She stated that if there is another project that Council would like to pursue the minimum that would be needed would be \$300,000.

Council Member Hayford Oleary commented that the grants could be matching grants and a requirement for residents to replace trees as well.

Council Member Whalen thought this project is great and it's going to cost residents money to remove the diseased trees; however, he was disappointed that none of the proposed projects directly related to addressing climate change and reducing the use of fossil fuels.

Council Member Trautmann asked if tree assessments would still be an option. Director Asher stated that it would be if people could not pay upfront for the cost of removal of the tree.

**Project 8:** Management Analyst Swanson presented a proposal that would promote equity work in the city and community that would fund for an equity plan, training, strategic initiatives, and a public facing dashboard that would track progress. This would also cover the cost of translation/interpretation services.

Mayor Regan Gonzalez commented that translation and interpretation services can be expensive and asked staff to be strategic about the documents that are translated.

**Project 9:** Chief Henthorne presented the need for additional part-time CSO that would support the police department.

Council Member Trautmann thanked Chief Henthorne and supported the staff investments.

Mayor Regan Gonzalez added that this can be used as an opportunity to build connections in our community with the police department.

**Project 10:** Chief Henthorne presented a proposal for the continuation to support covid response and preparation for other natural disasters.

**Project 11:** Director Markle presented a proposal to support the community mural at Galaxy Foods.

City Manager Rodriguez stated that the community mural and the splash pad are tangible projects that would the community would benefit from due to this funding.

Council Member Whalen asked about the timeline to use the ARPA funding and expressed interest in having more time to discuss the projects. City Manager Rodriguez expressed hopes to bring it to a Council meeting for a vote very soon and that staff could possibly carve out some time for Council to discuss more during a work session. Council Member Whalen asked if the discussion could be continued at the council meeting following this work session. Council Member Hayford Oleary expressed interest in having further discussion particularly regarding a project that would be focused on reducing our carbon footprint. Council Member Supple offered a suggestion of having the discussion during the City Manager's Report portion of the Council meeting and asked if there would be further discussion regarding funding for the Wood Lake Nature Center of which City Manager Rodriguez nodded in the affirmative. Council Member Trautmann was also in agreement to continue the discussion at the Council meeting. Mayor Regan Gonzalez expressed agreement with the proposals from staff and was open to further discussion.

Council Member Trautmann recognized that we have a functional budget cut and applauded the work of staff.

Mayor Regan Gonzalez thanked staff for their preparation of this hefty work session.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:58 p.m.

Date Approved: August 10, 2022

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Maria Regan Gonzalez  
Mayor

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Kari Sinning  
City Clerk

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Joint City Council and Charter Commission Work Session

### August 10, 2022

<b>CALL TO ORDER</b>
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The work session was called to order by Mayor Regan Gonzalez at 5:32 p.m. in the Bartholomew Room.

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

*Charter Commission Members Present:* Marty Kirsch, Charter Commission President; Bill Bullock, Charter Commission Secretary; Gordon Vizecky, Charter Commission Member; Lisa Rudolph, Charter Commission Member

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; and Chris Swanson, Management Analyst.

<b>ITEM #1</b>	<b>CONSIDER THE CHARTER COMMISSION’S RECOMMENDATIONS FOR AMENDMENTS TO THE CURRENT CITY CHARTER</b>
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City Manager Rodriguez gave an introduction to the Charter Commission and turned it over to Charter Commission President Kirsch.

President Kirsch thanked commissioners and staff for all the work they have done on the City Charter. President Kirsch turned over the presentation to City Attorney Tietjen.

City Attorney Tietjen introduced the process of reviewing and proposing amendments to the current city charter. She then stated this work session is an opportunity for the City Council to discuss the proposed changes to the charter with the Commission and outlined the next steps for formally sending the City Charter for adoption by the City Council. City Attorney Tietjen then provided a history of Richfield’s City Chart along with some general proposed updates. She also discussed background on the proposed changes to Section 2.06.

Council Member Hayford Oleary asked about what the word "coordinate" would mean when dealing with a real emergency. He had additional questions about who would have the final authority.

City Attorney Tietjen answered the City Charter is a high level document. In the event of an emergency, the city has the actual steps, process, and plans outlined in other ordinance and our emergency response plans.

Council Member Hayford O'Leary stated he would like to see how existing ordinances would play out in the event of an emergency. He expressed his support of the proposed change around the Mayor's powers, but is interested in leaving "with the consent of City Council" to serve as a balance.

Council Member Whalen stated he had many of the same questions. He wondered how this would compare to the current response process; a system where the Mayor may declare a state of emergency, but that declaration remains in effect only until the next meeting where council can approve/disprove of the action.

City Attorney Tietjen answered the current emergency declaration process will remain.

Council Member Supple commented that as long as the Mayor can declare an emergency if there is an immediate need and council can ratify that decision, she is comfortable with the proposed changes.

Mayor Regan Gonzalez asked for more contexts on the historic background for this section.

City Attorney Tietjen stated she was unsure of the intentions on the original drafting but many cities had similar provisions.

City Manager Rodriguez stated it should be discussed to include Fire in this section as the department is an important part of the city's emergency response.

Council Member Whalen stated he still believes that "coordinate" is a vague term. He wondered if this term is spelled out in City Code. He stated he would like to see something more specific used or the term more defined before he felt comfortable. He recognized the need to be responsive in the event of an emergency, but feels like this is too vague.

Council Member Hayford O'Leary would prefer the "with the consent of council" remain. He still does not know what would happen if the Mayor and City Manager disagree on the responses.

Mayor Regan Gonzalez would like to state very clear roles in the event of an emergency. She stated Mayor, staff and City Council all worked well together over the past years, but would like the guidance to be more detailed.

City Attorney Tietjen stated some updated language can be provided around this section for the commission to review. She then provided an outline on changes proposed to Section 2.06, Subd. 2.

Council Member Whalen stated that Section 2.06 particularly interested him as he became council member through a special election. He wondered what would happen if someone stepped down 2 weeks from an election.

City Attorney Tietjen stated there are specific statutes that outline the timeframe for when a candidate would need to file to be included in an election and the City Clerk would have more information.

Council Member Trautmann arrived 5:54

Mayor Regan Gonzalez provided a brief summary of what had been discussed up to that point in the work session.

City Attorney Tietjen discussed a summary of the proposed changes for Section 3.01.

Council Member Whalen asked if there is a legal definition of "reasonable."

City Attorney Tietjen stated that since the charter document is meant to be broad, this term is positioned to provide the most flexibility.

Council Member Trautmann stated he doesn't like the term "reasonable" but also doesn't like the current "12 hours."

City Attorney Tietjen stated this section is built to have the flexibility to call emergency meetings. There is the assumption that cities would want the most flexibility in the event of an emergency but that other code and standards limit timeframe for calling a special meeting.

Council Member Whalen stated that "12 hours" still seems unreasonable. He wondered if it is possible to call a meeting within this current amount of time.

City Manager Rodriguez stated this section is specifically for emergency meetings, not special meetings.

City Attorney Tietjen explained the wording can be clear that this section only applies to emergency meetings.

City Attorney Tietjen provided council a summary of proposals to Section 3.09 of the charter. She outlined how this new process would allow a moratorium ordinance that would go into effect immediately. The current process is clumsy and takes time and requires a number of meetings and notices.

Mayor Regan Gonzalez asked why this section doesn't say "moratorium" explicitly.

City Attorney Tietjen responded it is the statutory language for a moratorium. She then summarized the changes to Section 3.11 and 3.13. She also stated the changes gives authority to the city.

City Attorney Tietjen summarized the chapter 4 slides. She stated these proposed changes bring the charter in line with state statute and best practices.

Council Member Hayford Oleary asked a general question about if Richfield is required to hold a primary. He explained the primary process is challenging to small grassroots candidates, but also noted there are also challenges in having a large number of candidates.

City Attorney Tietjen and City Manager Rodriguez both stated they were unsure of the answer to this question.

Council Member Supple noted the school board has many candidates and the rules may be different in their elections. She feels like this could be a good place to look as an example.

City Attorney Tietjen provided a summary of changes proposed to section 4.03. She noted there were a few corrections she discovered during her review and she would make the corrections.

Council Member Whalen noted there was some prior conversation with the charter commission around special elections and wondered the reasoning for leaving the language as it was.

City Attorney Tietjen stated that she believed there was a lot of discussion around this matter but the commission settled on the updated language.

Commissioner Vizecky stated the city would probably want to leave the 2 weeks for 4.03 due to notice period and he agreed with City Attorney Tietjen's statements on the changes proposed in Section 4.03.

Council Member Whalen said he was open to discuss the changes around special elections but if everyone is comfortable with the proposed language he would also support the current proposal. He said he recognized that there is very low turnout for special elections.

Commissioner Bullock provided a general history of special elections in Richfield. He mentioned there was a lot of discussion on this matter at the charter commission meetings and is why the joint session was scheduled.

Council Member Hayford Oleary stated he would like to see a year for appointments but would be comfortable with the two year max if there was a strong leaning from other council members. He recognized the same recall options would be available if the community had issues with who the council appointed.

Council Member Trautmann agreed and would also have a preference for an appointment to make sure business gets done.

Council Member Supple echoed the low turnout comment.

Mayor Regan Gonzalez said she would be interested in the appointment process. History would show that council members may run for mayor. She stated she was in support of a process by which members could be appointed to fill out the remainder of a term but would like to learn more.

Council Member Supple recognized one of the big challenges for special elections was staff time and expense. She would like to not have a special election every six months

City Attorney Tietjen outlined the current appointment process. She said it seems like council would be comfortable with a proposal whereas if there were 365 days or less left in the term the council would appoint, if 365 days or more, there would be a special election.

Council Member Hayford Oleary stated that was a good summary.

Council Member Trautmann stated not much happens in 90 days and almost cuts across the reasons for supporting these changes.

City Attorney Tietjen said that this choice varies across cities, and is really a policy decision. She believed there was good direction and will discuss some proposals with the full charter commission. She then summarized Chapter 6 which included general updates to the city manager section.

Council Member Whalen stated he was in agreement with the proposed changes although he worried the language did not seem to allow the city manager to take some time off. He wanted a simple process for designating an acting city manager in times of absence.

Council Member Trautmann stated he would support this proposal.

Council Member Hayford Oleary noticed Section 2 still has "fire civil service commission" listed and believes this an error.

Staff confirmed this was an error and would remove.

City Attorney Tietjen outlined how the changes in Chapter 6.04 were to eliminate extra language that seems unnecessary. She then provided a summary of proposals including the eminent domain and franchise sections.

Council Member Whalen stated the "or" in the proposal is doing a lot of work. He feels the term "exclusive" also proves a challenge to him. An example is he would prefer to have one company providing a garbage service for the entire city.

City Attorney Tietjen stated garbage would not be considered a utility in this matter and the option would still be there.

Council Member Trautmann stated he felt like it may be useful to have a tool to grant an exclusive franchise if an opportunity presented itself. He also felt this proposal could be useful to push back against companies trying push a city into contracts like these. All said, he would lean towards having the authority to grant a franchise.

Commissioner Vizecky mentioned these comments were similar to the discussion at the charter meeting.

Council Member Whalen was concerned about creating a monopoly. He wanted to ensure this language still allowed the city to enter into an agreement with another company for services.

City Attorney Tietjen stated that was correct as the main term was exclusive and does not currently offer exclusive franchises even if some utilities, by lack of competitors, appear as such.

City Attorney Tietjen provided a summary of some general clerical and language cleanup changes proposed to Section 10.04. and 11.04 as well as proposed updates for added clarity of Chapter 13.

Council Member Trautmann stated he had a general question and wanted to know if there was a conscientious objector or something similar, right when taking the oath of office.

City Attorney Tietjen stated she was not sure, but any constitutional right would preempt any city statutes if approved.

City Attorney Tietjen provided a summary of the official bonds section, outlining the general clerical updates proposed. She then summarized new language for Section 13.14 and stated the city currently has the authority to spend money for public benefit. She went on to explain how charter cities have the unique opportunity to adopt a more expansive language for expending funds on community events, celebrations and staff trainings. She stated this proposed language had been vetted by the Minnesota State Auditor's Office.

Council Member Whalen asked about some additional bullets in the slide show.

City Attorney Tietjen responded they outline the public expenditure test and the items listed in the proposed language would meet this test.

Council Member Trautmann asks what authority the city has now for determining public expenditures.

City Attorney Tietjen stated the standard authority provided to all statutory cities. She outlined how the language would expand and broaden the definition of the public expenditures through the City Charter.

Council Member Trautmann asked if it is necessary to be this prescriptive in the changes. He wanted to know if we could just adopt something providing authority to the full extent of the state statute.

City Attorney Tietjen stated how this was an issue, state statute does not allow communities to spend money on these events, but Richfield, as a home rule charter city has some flexibility to broaden what it can consider a public expenditure.

Mayor Regan Gonzalez expressed excitement about expanding the lists as there has been a lot of need from the community for additional financial support.

City Attorney Tietjen proposed deleting specific Chapter 13 provisions as they are no longer relevant. She then provided a summary for next steps.

President Kirsch thanked the commissioners and staff for pulling these proposals together.

Mayor Regan Gonzalez also extended her thanks to the commission members and staff. She said she recognized it was a lot of work.

Council Member Trautmann wanted to thank everyone involved. He stated there have been a lot of hours spent on this work by the commission and that much of this work is done without a lot of public acknowledgement.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:49 p.m.

Date Approved: September 13, 2022

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

\_\_\_\_\_  
Chris Swanson  
Management Analyst

\_\_\_\_\_  
Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting

August 10, 2022

### CALL TO ORDER

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

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

*Council Members Absent:* None

*Staff Present:* Katie Rodriguez, City Manager; Kumud Verma, Finance Manager; Mary Tietjen, City Attorney; and Chris Swanson, Management Analyst.

*Others Present:* Mara Glubka, Human Rights Commissioner; Matthew Mayer, BerganKDV; Jay Henthorne, Public Safety Director; Mike Flaherty, Deputy Chief

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

### OPEN FORUM

Mayor Regan Gonzalez reviewed the options to participate:

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

City Manager Rodriguez read an email from Karen Lanthier on the proposed ordinance amendment updating the City's Zoning Code subsection that regulates fences, walls, and hedges.

### APPROVAL OF MINUTES

M/Supple, S/Whalen to approve the minutes of the: (1) Regular City Council Meeting of July 26, 2022; and (2) Special City Council Work Session of August 1, 2022.

Motion carried: 5-0

<b>ITEM #1</b>	<b>2022 GENE &amp; MARY JACOBSEN CITIZEN OF THE YEAR PRESENTATION</b>
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Mayor Regan Gonzalez invited Human Rights Commissioner Mara Glubka to the podium to award the Gene and Mary Jacobsen award to Rissa Pahl.

Council Member Supple congratulated Rissa Pahl on the award and thanked her for her service to the community.

Council Member Whalen thanks Ms. Pahl for her work in the community and commented on how it's not always easy managing a public forums and she does a great job walking the line between moderating and informing the public through the Richfield community Facebook page.

Council Member Trautmann congratulated Ms. Pahl and thanked her for all she has done.

<b>ITEM #2</b>	<b>RECEIPT OF THE CITY OF RICHFIELD ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED DECEMBER 31, 2021</b>
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Finance Manager Verma introduced Matthew Mayer with BerganKDV, the city's auditing firm.

Matthew Mayer presented on the findings of the city's audit for fiscal year ending December 31, 2021.

Council Member Supple wanted to thank Finance Manager Verma and her staff for all the work they did pulling this together. She recognizes the audit caught a small internal issue that occurred when there was a software switch and is happy to hear that, because of the audit, this will be something we plan for in the future.

Council Member Trautmann thanked city staff for their work. He noted that residents may have almost \$40 a year on property taxes but see no special assessments. He talked about how many cities charge residents for construction projects as a special assessment. Richfield is different; the city takes on the debt for these capital projects. He feels this is a great use of resources and helps to not burden citizens and small businesses.

Council Member Whalen thanked staff for the presentation and difficult work as 2021 was a time of transition. He was happy to hear our financial outlook is healthy

Mayor Regan Gonzalez thanked staff for all their works over the past years. She recognizes the city has done a lot over the past year as we faced numerous crises and had fewer resources.

M/Trautmann, S/Whalen to accept receipt of annual financial report for the year ending December 31, 2021.

Motion carried: 5-0

<b>ITEM #3</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Whalen, S/Trautmann to approve the agenda.

Motion carried: 5-0

<b>ITEM #4</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

- A. First Reading of Ordinance Amending Section 300 and Section 1220 of the City Code of Ordinance relating to the Abolishment of the Liquor Department and Liquor Operations Director Position Within the City Organization. (Staff Report No. 109)
- B. First reading of a proposed ordinance amendment updating the City's Zoning Code subsection that regulates fences, walls, and hedges. (Staff Report No. 110)
- C. Consider adoption of a resolution authorizing the City of Richfield to accept grant funds in the amount of \$10,000 and enter into a Source Water Protection Grant Agreement (SWIFT Contract Number 214643) with Minnesota Department of Health (MDH) to upgrade security system infrastructure at the Water Treatment Plant and Well Houses. (Staff Report No. 111)

**RESOLUTION NO. 11991**

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$10,000 AND ENTER INTO A SOURCE WATER PROTECTION GRANT AGREEMENT (SWIFT CONTRACT NUMBER 214643) WITH MINNESOTA DEPARTMENT OF HEALTH TO UPGRADE SECURITY SYSTEM INFRASTRUCTURE AT THE WATER TREATMENT PLANT AND WELL HOUSES**

- D. Consider the approval of a resolution appointing Assistant City Manager Sack Thongvanh as the City's Director Representative on the Local Government Information Systems (LOGIS) Board of Directors. (Staff Report No. 112)

**RESOLUTION NO. 11992**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF THE ASSISTANT CITY MANAGER AS THE CITY'S DIRECTOR REPRESENTATIVE ON THE LOGIS BOARD OF DIRECTORS**

- E. Consider the adoption of a resolution supporting a Livable Communities Act Transit Oriented Development grant application to the Metropolitan Council for the proposed "Veterans Village" development by the American Legion Post 435 at 6501 Portland Avenue. (Staff Report No. 113)

**RESOLUTION NO. 11993**

**RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES TRANSIT ORIENTED DEVELOPMENT FUNDING AND AUTHORIZING APPLICATION FOR GRANT FUNDS**

- F. Consider authorizing the Mayor and City Manager to execute a cost-share/reimbursement agreement with Partnership Academy for installation of a water utility service line in advance of the City's 65th Street Reconstruction Project due to expansion of the Partnership Academy campus. (Staff Report No. 114)

- G. Approval of a resolution amending the allocation of the 2021 General Fund Budget. (Staff Report No. 115)

**RESOLUTION NO. 11994**

**RESOLUTION AUTHORIZING REVISION OF 2021 BUDGETS OF VARIOUS DEPARTMENTS**

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

Council Member Hayford Oleary wanted to talk more about the fence issue raised in the email read during the Open Forum. He has received the comment earlier and was able to meet with resident. He directed other council members to view the rendering provided on page 185 showing how the new rule would impact a corner lot. He stated he would be open to changing the proposed language on side yard setback to allow some more flexibility. He stated he is looking to propose a 3 foot setback for all fences and would reach out to community development to discuss.

Council Member Supple wondered if they would be able to receive more info before the next meeting. She recognizes having a bus stop on that corner does impact her thoughts on the fencing guidelines.

City Manager Rodriguez said she will ask Community Development Director Poehlman to respond to the Open Forum comment when the item is considered at the next meeting.

Council Member Trautmann stated he would like to see if there is a way we can allow variances based on practical difficulties.

Council Member Whalen feels he would benefit from a few more real life examples of application of the ordinance and an example of the tunnel effect. He would not like this ordinance to be overly restrictive.

Council Member Hayford Oleary stated there is a variance process written in the proposed ordinance, but would like it to be a little easier for the resident.

Council Member Whalen stated he had a comment on another item on the Consent Agenda. He wanted to make a note on Item A. on the Consent agenda. He wanted residents to know this is just a reorganization of the liquor store. He also wanted to express his excitement about the continued movement on the American Legion site.

Mayor Regan Gonzalez stated she is also excited about all the work going on around the Veteran’s Village.

Motion carried: 5-0

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

<b>ITEM #6</b>	<b>CITY MANAGER’S REPORT</b>
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City Manager Rodriguez wanted to thanks staff and council for supporting all the great community events over the past weeks.

<b>ITEM #7</b>	<b>CLAIMS AND PAYROLL</b>
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M/Trautmann, S/Whalen that the following claims and payrolls be approved:

<b><u>U.S. BANK</u></b>	<b><u>8/9/2022</u></b>
A/P Checks: 308012 – 308357	\$3,899,854.09
Payroll: 172200 – 172560, 43480	<u>\$767,055.93</u>
<b>TOTAL</b>	<b>\$4,666,910.02</b>

Motion carried: 5-0

<b>ITEM #8</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Trautmann wanted to thank all public safety, fire department workers, and community members who participated in Night to Unite. He is excited to see how his family and community still are excited for events like this.

Council Member Hayford Oleary spotlighted the bike tour he participated in did last week with the Transportation Commission. Got to visit some great projects and look at some of these items first hand. He wanted to thank staff for organizing this event.

Council Member Supple wanted to everyone for their work with Unity in the Community. She recognizes it is a lot of work over many days for staff and partners. She really enjoyed the event. She also wanted to highlight where residents can go if they have issues like storm damage to a boulevard tree or a street light out. The report a non-emergency issue link is on the public works website.

Council Member Whalen wanted to echo the great comments about night to unite. He also wanted to thank everyone who has been contacting the city to provide feedback on the strategic plan and ARPA. He also wanted to also give a big thank you to everyone who participated in the primary yesterday.

Mayor Regan Gonzalez talked about how amazing it’s been to do all these community events over the past weeks. She wanted to thank staff and all our partners for pulling all this together. She talked about the amazing turnout for an event in honor of international breastfeeding day. She talked about how proud she is that our community members are amazing leaders, the care they have for Richfield and how they work make the community a better place. She talked about how amazing to see everyone together and how excited people seem after COVID-19.

<b>ITEM #9</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:51 p.m.

Date Approved: August 10, 2022

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Maria Regan Gonzalez  
Mayor

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Chris Swanson  
Management Analyst

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Special Meeting

### August 17, 2022

**CALL TO ORDER**

The special meeting was called to order by Mayor Regan Gonzalez at 4:03 p.m. in the Bartholomew Room.

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

*Council Members Absent:* Simon Trautmann

*Staff Present:* Katie Rodriguez, City Manager; and Kari Sinning, City Clerk.

<b>ITEM #1</b>	<b>CONSIDER THE ADOPTION OF A RESOLUTION DETERMINING THE RESULTS OF THE CITY PRIMARY ELECTION OF TUESDAY, AUGUST 9, 2022 (STAFF REPORT NO. 116)</b>
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Mayor Regan Gonzalez presented Staff Report No. 116.

M/Whalen; S/Hayford Oleary to approve the resolution determining the results of the City Primary Election on Tuesday, August 9, 2022.

Motion carried: 4-0

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 4:05 p.m.

Date Approved: September 13, 2022

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

\_\_\_\_\_  
Kari Sinning  
City Clerk

\_\_\_\_\_  
Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

### August 17, 2022

<b>CALL TO ORDER</b>
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The work session was called to order by Mayor Regan Gonzalez at 4:06 p.m. in the Bartholomew Room.

*Council Members Present:* Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann (arrived 4:08; left 6:02); Sean Hayford Oleary; and Ben Whalen

*Council Members Absent:* None

*Staff Present:* Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Kristin Asher, Public Works Director; Mike Dobesh, Fire Chief; Kumud Verma, Finance Manager; Amy Markle, Recreation Services Director; Melissa Poehlman, Community Development Director; Chris Feirst, Liquor Stores Manager; Kate Aitchison, Communications and Engagement Manager; Chris Swanson, Management Analyst; and Kari Sinning, City Clerk.

Mayor Regan Gonzalez introduced the topic for discussion for the work session and turned it over to City Manager Rodriguez.

<b>ITEM #1</b>	<b>PRESENTATION OF THE 2022 REVISED/2023 PROPOSED BUDGET AND TAX LEVY</b>
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City Manager Rodriguez shared the process of completing the budget and thanked all the staff that worked on it. Finance Manager Verma outlined the budget presentation which included a timeable and key events of the budget, key issues for 2022/2023, the proposed general fund revenues and expenditures, the 2023 proposed preliminary levy, the impact of the proposed tax levy on the average home, the history of state aid, the forecast of city reserves, the 2023 proposed general fund budget, and the long-term financial forecast.

Council Member Whalen asked how much of the increased tax capacity was new construction. City Manager Rodriguez stated that 1.5% of the increased tax capacity was due to new construction and that the increase is mostly market value gains. Council Member Whalen commented that it is helpful to know what is driving the increase of the tax capacity. City Manager Rodriguez shared that Hennepin County has a chart that shows how Richfield did comparatively to communities surrounding Minneapolis in adding new construction to the tax base.

Council Member Supple asked about the effects of the decertification of TIF districts in reference to Local Government Aid (LGA). City Manager Rodriguez explained that there would be

reductions and that eventually LGA would go to zero as our tax base grows which is how the program is designed.

City Manager Rodriguez presented an overview of ARPA funds and presented a new sustainability project that would do an audit of our municipal-owned building energy uses and implement energy saving recommendations.

Council Member Whalen asked if we could predict what recommendations would come out of the audit. Director Markle stated that there would be fifteen municipal buildings that would be included in the audit and that some of the older buildings could be updated with computerized thermostats to regulate temperatures, energy-saving lighting, and retrofitting. Director Markle also shared that this audit would be able to help us potentially budget for improvements in the future. Council Member Whalen asked the Council if there was support for this new project or to allocate the funds to the Emerald Ash Borer (EAB) project. Council Member Hayford Oleary stated his support of the new ARPA project and would like to maximize communications to show that the City did an audit and that homeowners can do so as well. Council Member Supple shared that there should be sufficient funds for the EAB project and that this would be a good use of funds. Council Member Trautmann appreciated Council Member Whalen raising the concern and staff for identifying a need that will be useful to us in the future. Council Member Whalen echoed the comment made by Council Member Hayford Oleary and asked if there are programs for businesses. Director Poehlman stated that there already is a successful program in place for businesses.

Recreation Services Director Markle presented an overview of recreation services, the 2022/2023 recreation budget, 2022 highlights, 2023 initiatives and goals, and the future considerations and needs of the department. Director Markle also presented the budget regarding the special revenue fund that funds the ice arena, outdoor pool, and special facilities and overviewed the budget for those facilities, 2022 highlights, 2023 initiatives and goals, and the future considerations and needs.

Mayor Regan Gonzalez commented on the need to take a look at the city commissions that the Recreation Services department oversees to see if the staff time is well spent and supported.

Council Member Supple thanked the department for all their work and supported the inventory and assessment audit of the facilities that can help with a long-term plan.

Council Member Whalen echoed the comment from Council Member Supple and asked if Council could help to gather input and get the message to the residents and also asked if the facilities assessment would be internal. Director Markle stated that they would work with a consultant to get information about the condition and use of the facilities and there would be community engagement before decisions are finalized to make the best decisions with the residents.

Council Member Hayford Oleary asked if there would be a need for an increase in capital improvement projects. Director Markle stated that the assessment would help prioritize what the needs are to help budget in the future. Council Member Hayford Oleary also asked about the fees charged for the pool and other facilities. Director Markle stated that the prices stay competitive with our neighboring communities and balance between being priced too high that people cannot afford the facilities but with new amenities being added a conversation about prices may need to be researched.

Council Member Trautmann thanked the lifeguard staff for their pleasant demeanor and for keeping people safe and wondered if there are scholarships available for families that have financial struggles. Director Markle stated that Richfield residents in need of financial assistance with program fees or admission may apply for the Passport Assistance Program.

Mayor Regan Gonzalez applauded the items that the department is focusing on to look toward the future and promoted customer service training to make our facilities a welcoming environment for all. Mayor Regan Gonzalez asked if there are future plans to partner with community groups for more multilingual programs. Director Markle stated that they have begun to partner with Minnesota Outdoor Latino to explore options for residents to feel more comfortable in nature.

Community Development Director Poehlman presented an overview of the staff, the 2022/2023 community development budget, 2022 highlights, 2023 initiatives and goals, and future considerations and needs.

Council Member Whalen asked what would happen if the HUB would be a TIF district. Director Poehlman stated that the market value of the HUB is greater than one may think which would make the difference for TIF smaller and that there will be some lean years that we would need to develop a strategy.

Council Member Hayford O'Leary asked about a planning study of 66<sup>th</sup> Street and 35W Orange Line Station that was budgeted for in previous years. Director Poehlman stated that the project is unfortunately tabled because it was not apart of the strategic plan and staff capacity. Council Member Hayford O'Leary supported the focus on the impacts to residents and active review of our code.

Council Member Supple appreciated the strategic development section that shows how much the department and city have been doing. She also looked forward to the TIF management plans and asked if the ARPA funds for the upgrades would be enough. Director Poehlman stated that there is enough to cover the implementation of the system and the department is covering for a future split cost in the system.

Mayor Regan Gonzalez thanked all the community development staff throughout the transitions in the department and that we promoted from within the City.

Assistant City Manager Thongvanh presented an overview of the administrative services budget that included the different divisions of the department and their staff, the 2022/2023 administrative services budget, 2022 highlights of the divisions, 2023 initiatives and goals, and future considerations and needs.

Council Member Whalen asked if the software and hardware upgrades would bring us up to date. Assistant City Manager Thongvanh stated that this will bring us closer to being updated and will increase the efficiency. Council Member Whalen asked if there are IT capital needs that might be needed and if it is part of the long-term financial planning. City Manager Rodriguez stated that there is an independent assessment that would be looking at security and would be able to look at hardware or software upgrades to make sure that we are planning for that as well. Assistant City Manager Thongvanh stated that IT Manager Skov has been replacing equipment and some of those larger costs are already included in the budget.

Council Member Supple was thankful for the progress on building the internal infrastructure and asked about long-term funding for the Communications division that comes from a special revenue fund that could be dwindling as more residents switch to streaming devices instead of cable. Assistant City Manager Thongvanh stated the finance department did account for that and have been slowly transferring to the general fund instead of special revenue fund and will have to take a look at how this could be managed in the future. In reference to the Motor Vehicle Division, Council Member Supple wondered if the legislation does not get passed for fee sharing from the State that we would have to look at if we continue the service to the residents. Assistant City Manager Thongvanh stated that would have to be something that Council would have to consider the importance of the service to the community.

Liquor Store Manager Feirst presented an overview of the liquor store operations staff, the 2022/2023 liquor budget, 2022 highlights, 2022 round up campaigns with recreation services, 2023 initiatives and goals, and future considerations and needs.

Finance Manager Verma presented an overview of the finance staff, the 2022/2023 finance budget, 2022 highlights, and 2023 initiatives or goals.

Public Works Director Asher presented an overview of the public works staff, public works' core services, the 2022/2023 public works budgets, 2022 highlights, 2023 initiatives and goals, and future considerations and needs.

Council Member Whalen asked about the future storage facility needs. Director Asher stated that currently our fuel and salt is being kept on airport property which would have to be moved in the next few years and we would need to find another spot for additional storage temporarily.

Fire Chief Dobesh presented an overview of the fire department staff, the 2022/2023 fire budget, 2022 highlights, 2023 initiatives and goals, and future considerations and needs.

Council Member Whalen asked about the rate of increase for the calls of service. Chief Dobesh stated that the increase for calls has been 25% over the last twelve years which could be equated to differences in the definition of emergency use and using 911 as primary care.

Police Chief Henthorne and Support Services Manager Anderson presented an overview of the public safety department, the 2022/2023 public safety budget, 2022 highlights, 2023 initiatives and goals, and future considerations and needs.

Council Member Whalen asked if we anticipate an increase of social worker cases with the additional social worker added. Chief Henthorne stated that the cases would increase and also stated that the social worker does go out into the field with the officers and the second social worker would be available to all departments. Council Member Whalen commented about the disparity analysis and asked how the data collected would be shared. Chief Henthorne stated that the data could be shared with Council and residents and that the report would be very comprehensive.

City Manager Rodriguez presented an overview of the legislative/executive department staff, the 2022/2023 budget, 2022 highlights, 2023 initiatives and goals, and future considerations and needs.

Mayor Regan Gonzalez commented the progress to improve internal process improvements and the preparedness for long-term financial planning. She also thanked all the staff and the department directors for their amazing work and was proud of our leadership to begin to bounce back from the pandemic.

Council Member Whalen asked how this budget would be shared with the public. City Manager Rodriguez stated that they will meet to create a communication plan.

Council Member Supple asked if the work session regarding the local option sales tax would help with the debt load. City Manager Rodriguez stated that the first work session regarding the local option sales tax would be to inform Council of the steps it would take to get it and would not be a commitment to say that it would be brought to the voters.

<b>ADJOURNMENT</b>
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Mayor Regan Gonzalez adjourned the work session at 6:49 p.m.

Date Approved: September 13, 2022

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Maria Regan Gonzalez  
Mayor

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Kari Sinning  
City Clerk

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Katie Rodriguez  
City Manager



## **Proclamación de la ciudad de Richfield**

**CONSIDERANDO** que el Mes de la Herencia Hispana, comprendido entre el 15 de septiembre y el 15 de octubre, hace honor a los hispanoamericanos y latinoamericanos, el mayor grupo étnico minoritario de Estados Unidos, por sus contribuciones a los Estados Unidos, y celebra la cultura y la historia de estos grupos; y

**CONSIDERANDO** que el Mes de la Herencia Hispana comienza el 15 de septiembre de cada año, aniversario de la independencia de cinco países latinoamericanos: Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua —México celebra su independencia el 16 de septiembre y Chile celebra la suya el 18 de septiembre—; y

**CONSIDERANDO** que los hispanoamericanos y latinoamericanos han buscado hacer de los Estados Unidos su hogar y luchado por ello mientras soportaban la discriminación y la opresión por parte de quienes intentaban apagar sus sueños de una vida mejor para ellos y sus familias; y

**CONSIDERANDO** que los hispanoamericanos y latinoamericanos han aportado su determinación, su trabajo duro y sus talentos, que han enriquecido la vida de todos los pueblos de Estados Unidos; y

**CONSIDERANDO** que más del diecinueve por ciento de la población de Richfield es de origen hispano o latino, según las estimaciones para 2021 de la Oficina del Censo de Estados Unidos; y

**CONSIDERANDO** que los hispanoamericanos y latinoamericanos han efectuado contribuciones significativas a Richfield, a las comunidades locales y a nuestro país en su conjunto; y

**CONSIDERANDO** que la Comisión de Derechos Humanos de Richfield apoyó esta proclamación en su reunión del 4 de agosto de 2022 y recomendó al Concejo Municipal de Richfield que hiciera lo propio;

**YO, María Regan González, alcaldesa de Richfield, en representación del Concejo Municipal de Richfield, proclamo por la presente el período comprendido entre el 15 de septiembre y el 15 de octubre como el Mes de la Herencia Hispana de la ciudad de Richfield y pido al pueblo de Richfield que celebre este mes con los programas, actividades y ceremonias apropiados, y que continúe honrando las contribuciones de los hispanoamericanos y latinoamericanos durante todo este año.**

**PROCLAMADO** este 13 de septiembre de 2022.

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María Regan González, Alcaldesa



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

**WHEREAS**, Hispanic Heritage Month, which runs 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**, Hispanic Heritage Month begins each year on September 15, the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Mexico celebrates its independence on September 16, and Chile celebrates its independence on September 18; and

**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**, over 19 percent of the population in Richfield is of Hispanic or Latino origin, according to 2021 estimates by the U.S. Census Bureau; and

**WHEREAS**, Hispanic and Latino Americans have made significant contributions to Richfield, to local communities and our country as a whole; and

**WHEREAS**, the Richfield Human Rights Commission supported this proclamation at its August 4, 2022, meeting and recommended the Richfield City Council do the same.

**Now, THEREFORE, I, Maria Regan Gonzalez, 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 13<sup>th</sup> day of September, 2022.

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Maria Regan Gonzalez, Mayor



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

**WHEREAS**, Nel Swanson cared deeply about the people, culture, and students of Richfield; and

**WHEREAS**, Nel has been a longtime member of the Richfield community and lived in Richfield until her passing; and

**WHEREAS**, Nel was a longtime teacher at Richfield Public schools; and

**WHEREAS**, Nel was caring, supportive, and empowering of her students; and

**WHEREAS**, as a teacher over 40 years, she has helped thousands of children grow and develop into strong and caring adult; and

**WHEREAS**, she donated her time at the Richfield Historical Society; and

**WHEREAS**, Nel has been a tireless advocate for the historical amenities of Richfield; and

**WHEREAS**, Nel cared deeply for her family and her friends; and

**WHEREAS**, the Richfield community celebrates Nel as she brought pride to our city and community.

**NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, do proclaim that the City of Richfield, Minnesota and its citizens that Nel Swanson is hereby extended our support as she has brought pride to our city and community**

**PROCLAIMED** this 13<sup>th</sup> day of September, 2022.

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Maria Regan Gonzalez, Mayor



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

**WHEREAS**, Mni Sota Makoce (Minnesota) is the homeland of the Dakota people. The Dakota have lived here for many thousands of years; and

**WHEREAS**, in the 1800's Native nations, including those that occupied land that would become Richfield, negotiated to preserving sovereign land, rights, and privileges; and

**WHEREAS**, we condemn the tools of settler colonialism, including genocide and forced assimilation, that created structures of injustice and inequity that continue to oppress and marginalize Indigenous and underrepresented peoples used when these negotiations failed; and

**WHEREAS**, in 1851, the Dakota signed the Treaty of Traverse des Sioux, ceding land in southern and western Minnesota to the United States government, ushering in a crush of settlers; and

**WHEREAS**, leaving the only home he ever knew in Ohio, Riley Bartholomew came to Minnesota in what's now Richfield in winter of 1852, on land that, until that year was part of Fort Snelling; and

**WHEREAS**, Mr. Bartholomew immediately started constructing what would become the Bartholomew house and by spring of 1853, the middle room of the house was finished; and

**WHEREAS**, the rest of the six person Riley's family moved to their new house in Spring of 1853, taking advantage of the fertile land and river, the house would remain a farm for nearly a hundred years; and

**WHEREAS**, until 1962, the house has been lived in, and after over a hundred years of existence the Bartholomew House needed work to ensure it would be available for future generations; and

**WHEREAS**, the community recognized the historical significance of the building and restoration work on the house began in 1967; and

**WHEREAS**, through the tireless work of Richfield Historical Society volunteers, 170 years later, the Bartholomew house is an open and inviting for place for all to visit; rich in history, culture and memories, which we hope will stand for generations to come; and

**WHEREAS**, we commit to the work of truth-telling and relationship building as we seek new pathways forward as relatives in Richfield, the Indigenous communities, and those who traverse multiple communities.

**NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, do proclaim that the City of Richfield, Minnesota and its citizens celebrate the Bartholomew house's 170<sup>th</sup> birthday and all the work Richfield Historical Society volunteers do in the community.**

**PROCLAIMED** this 13<sup>th</sup> day of September, 2022.

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Maria Regan Gonzalez, Mayor



**STAFF REPORT NO. 117**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
8/10/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/6/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of the 2022-2023 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/bio-terrorism and the development of a response system.**

**EXECUTIVE SUMMARY:**

The City of Richfield has had a public health emergency preparedness contract with the City of Bloomington to provide public health emergency preparedness services on Richfield's behalf for almost twenty years. This is Richfield's 2022-2023 contractual agreement with Bloomington.

The City will receive \$55,834 for the grant cycle that runs from July 1, 2022, to June 30, 2023. The contract with the City of Bloomington for this same period of time for public health emergency preparedness is in the amount of \$51,788, of which \$16,500 is being passed through directly to Bloomington to meet the Cities Readiness Initiative (CRI), which is intended to be used metro wide to regionally fund public health emergency preparedness planning, exercise, training and activities. A remaining amount of \$4,046 is retained by Richfield for our staff time, training, planning and exercise in public health emergency preparedness activities.

**RECOMMENDED ACTION:**

**By motion: Approve the 2022-2023 contract 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/bio-terrorism and the development of a response system.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

See Executive Summary.

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

The City of Richfield became a Local Public Health Agency in 1977, which makes the City eligible to

receive these grant funds to use for the development of a public health emergency response system specific to Richfield and its needs.

**C. CRITICAL TIMING ISSUES:**

These funds are part of a nationwide effort by the federal government to respond to serious public health emergencies, including threats of bio-terrorism.

**D. FINANCIAL IMPACT:**

Funds being used are those given to Richfield as a Local Public Health agency, from the federal government, to develop a system for responding to public health emergency preparedness and bio-terrorism threats.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could decide not to approve the contract with the City of Bloomington for the services of a Public Health Emergency Preparedness Coordinator in developing a public health emergency preparedness/bio-terrorism plan. This would mean the City would have to hire a staff person to assume some of the grant responsibilities which cannot be met with current staffing levels and would result in a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
▣ 2022 - 2023 PHEP/CRI Agreement	Cover Memo

**PUBLIC HEALTH PREPAREDNESS SERVICES AGREEMENT**

**BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

THIS AGREEMENT is made by and between the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 acting through its Public Health Division, (“Bloomington”), and the **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, MINNESOTA 55423 (“Richfield”). Bloomington and Richfield are herein referred to collectively as the “Parties”.

**RECITALS**

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements.
- B. Bloomington's Division of Public Health provides Public Health Emergency Preparedness Services to respond to bioterrorism, infectious diseases, and other threats to public health including, but not limited to coordination, assessment, planning and exercise, response, surveillance, notification, and training (“PH Emergency Preparedness Services”). Bloomington also provides services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative (“CRI Duties”).
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Emergency Preparedness Services and Cities Readiness Initiative (“CRI”) planning activities to its residents, and desires to contract with Bloomington to provide such PH Emergency Preparedness Services and CRI Duties, funding these duties via Minnesota Department of Health (MDH) grant dollars and subject to the grant compliance timelines provided by MDH.
- D. Bloomington is willing to provide such PH Emergency Preparedness Services and perform such CRI Duties to residents of Richfield on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, Bloomington and Richfield agree as follows:

**AGREEMENT**

- 1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with PH Emergency Preparedness Services and CRI Duties as described in the Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between the Bloomington and Richfield (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner

consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.

2. **Time for Completion.** This Agreement shall remain in force and effect commencing from July 1, 2022 (“Effective Date”) and continuing until June 30, 2023, unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington shall not exceed \$51,788.00 as set forth in Exhibit B and incorporated into this Agreement.
4. **Approvals.** Bloomington will secure Richfield’s written approval before making any expenditures, purchases, or commitments on Richfield’s behalf beyond those listed in the Services. Richfield’s approval may be provided via electronic mail.
5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days’ written notice to the other party. In the event of termination:
  - a. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of Bloomington’s invoice.
  - b. The Parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
  - c. The provisions of this section will continue and survive termination of the Agreement.
6. **Amendments.** No amendments may be made to this Agreement except in writing signed by both parties.
7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. Both Parties shall maintain such records for a minimum of six years after final payment.
8. **Indemnification.**
  - a. To the fullest extent permitted by law, Bloomington and its successors or assigns, agrees to protect, defend, indemnify, save, and hold harmless the Richfield, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys’ fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Bloomington's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this

Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.

**b.** To the fullest extent permitted by law, Richfield, and its successors or assigns, agrees to protect, defend, indemnify, save, and hold harmless Bloomington, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Richfield's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.

**c.** Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

9. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:

a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.

b. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181.

10. **Assignment and Subcontracting.** Neither Richfield nor Bloomington shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services required by this Agreement. Any instrument in violation of this provision is null and void.

11. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has

special expertise as to the services which Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the services are performed shall be controlled by Bloomington; however, the nature of the services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided in this Agreement. All services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

12. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
13. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Richfield and Bloomington, and supersedes any other written or oral agreements between Richfield and Bloomington. This Agreement can only be modified in writing signed by Richfield and the Bloomington. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
14. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
15. **Choice of Law and Venue.** 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 Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
16. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the requested services.
17. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington

has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive the termination of this Agreement.

18. **Agreement Not Exclusive.** Bloomington retains the right to perform other PH Emergency Services and CRI Duties for other entities, in the Bloomington's sole discretion.
19. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
20. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. The Parties agree to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the acting party or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. The Parties agree to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
21. **Authorized Agents.** Richfield's authorized agent for purposes of administration of this contract is Jennifer Anderson, Health Administrator/Support Services Manager, or designee. Bloomington's authorized agent for purposes of administration of this contract is Nicholas Kelley, Public Health Administrator, who shall perform or supervise the performance of all Services.
22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431, Attn: Nicholas Kelley; [nkelley@bloomingtonmn.gov](mailto:nkelley@bloomingtonmn.gov); 952-563-4962;  
;

Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423, Attn: Jennifer Anderson; [jenniferanderson@richfieldmn.gov](mailto:jenniferanderson@richfieldmn.gov); 612-861-9881;

or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.

23. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
25. **Mediation.** Both Parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
26. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington must not use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.
27. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
28. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized.
29. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.
30. **Recitals.** Bloomington and Richfield agree that the Recitals are true and correct and are fully incorporated into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**CITY OF BLOOMINGTON, MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
James D. Verbrugge  
Its: City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
Melissa J. Manderschied

**CITY OF RICHFIELD, MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its: Mayor

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its: City Manager

EXHIBIT A TO AGREEMENT BETWEEN  
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

SCOPE OF SERVICES

CHB BP4 Grant Duties – Outline  
July 1, 2022 – June 30, 2023

**Recurring Duties**

R.1 Complete and submit Work Plan by Aug. 19, 2022.

R.2 Mid-Year Report, Dec. 30, 2022.

R.3 End of Year Report, July 7, 2023.

R.4 Integrated Preparedness Plan – (Formerly MYTEP). *Additional guidance to be provided as it becomes available.*

R.5 Update and maintain accounts/information in:

R5.1 MN Responds

R5.2 MN.TRAIN

R5.3 PartnerLink - Maintain three-deep 24/7 contact information.

R.5.4 MNTrac *if applicable.*

R.5.5 IMATS - Review and update POD and LDN locations and contacts at least every 6 months.

R.6 Maintain Health Care Coalition (HCC) signed membership. Ensure *regional* CHB representation on Health Care Coalition steering/advisory committees, and report back to CHB/TH Directors and Emergency Preparedness Coordinators on actions, information, and other important items.

R.7 Health Alert Network (HAN) messages from MDH:

R.7.1 Respond timely to HAN messages: Alerts (1 hour) and Advisories (24 hours).

R.7.2 Maintain a two-deep HAN contact list for each hospital and primary clinic within the jurisdiction.

R.7.3 Forward all HAN messages to the appropriate health care partners as directed in the HAN message. An exemption to this duty may be granted for an individual HAN message after consultation with MDH staff.

R.8 Attend MDH-sponsored preparedness trainings when offered and appropriate to CHB/TH Work Plan.

R.9 After Action Reports, Improvement Plans, and Corrective Actions for non-COVID-19 responses and exercises.

R.9.1 Write AAR-IPs for exercises and significant incidents/events. Submit within 90 days of the exercise/incident/event. AAR-IP templates can be found on MDH's SharePoint site:

<https://mn365.sharepoint.com/sites/MDH/epr/phep/aarip/Forms/AllItems.aspx>

R.9.2 Track progress on improvement plans and document status or completion of corrective actions.

R.10 Conduct and/or participate in Jurisdictional Risk Assessments, based on jurisdiction's 5-year *timeline cycle.*

R.11 Complete at least one volunteer call down drill and document in REDCap. This requirement is waived, if you activate your volunteers in BP4.

**Base Duties**

### **Capability 1: Community Preparedness**

B.1 Identify at least one impactful, innovative, unique, or creative COVID-19 response activity/action each LHD, CHB or TH experienced/conducted/facilitated.

B.1.2 These should be specific to each LHD/CHB/TH and not be the same answer for every agency in a region. 2

### **Capability 2: Community Recovery**

B.2 Participate in the COPEWELL pilot project. This COPEWELL pilot project has been significantly adapted by MDH from the COPEWELL tool. This grant duty can be completed with your LPH/TH staff as a self-assessment or with a community within your jurisdiction. (With prior approval, a CHB/TH may use an alternate tool in lieu of the COPEWELL tool to assess community and/or staff recovery and resiliency. The alternate tool must be at least as rigorous as the MDH COPEWELL pilot project. Reporting on the alternate tool will be required.) Completion of the grant duty involves the following:

B.2.1 Attend an Introductory Webinar by MDH or watch a recording of the webinar.

B.2.2 Complete Assessment in REDCap by December 31, 2022.

B.2.3 Develop and upload an Action Plan based on Assessment word document to REDCap. Consultation with and assistance from the MDH Regional Behavioral Health Coordinators is available. (A template and examples of actions are under development).

B.2.4 Re-assess no later than June 30, 2023.

B.2.5 Identify and document areas of growth.

### **Capability 3: Emergency Operations Coordination**

B.3 As a region, identify elements that potentially should be included in a Demobilization Plan. Few examples of Demobilization Plans for a long duration response like COVID-19 exist. This duty is focused on capturing the important areas, topics, and items that can be documented to improve the demobilization process, such as development of checklists, logistical considerations, and returning staff to normal roles. This is a regional duty and will inform future individual demobilization plans.

B.4 Submit COVID-19 AAR-IP(s) in REDCap by end of BP4.

B.5 Based on COVID-19 hotwash(es), identify and list gaps and corrective actions by the end of BP4. Review corrective actions with PHPC at a site visit or another meeting.

Minimum number of identified gaps and corrective actions based on funding level:

Base = 4; X=5; Y=6; Z=8

B.5.1 For CHBs, a minimum of two (2) of the gaps/corrective actions selected to address in grant duty B.5 must address access and functional needs of at-risk individuals / communities of focus / vulnerable populations.

B.6 By the end of BP4, update plans, policies, or procedures based on corrective actions identified in grant duty B.5. Review corrective actions with PHPC at a site visit or another meeting.

Minimum number of identified gaps and corrective actions based on funding level:

Base = 4; X=5; Y=6; Z=8

B.7 Develop an ICS/NIMS training and implementation plan and timeline for your CHB/TH.

B.7.1 Identify gaps in ICS training.

B.7.2 Develop a training plan to address the gaps (This may be and likely will be integrated into the IPP.)

B.7.3 Complete at least one of the identified trainings in BP4.

#### **Capability 4: Emergency Public Information and Warning**

B.8 Local Public Health will review social media use during the COVID-19 pandemic for lessons learned and identify areas for improvement.

#### **Capability 8: Medical Countermeasure Dispensing and Administration**

B.9 Based on jurisdictional priorities, offer/coordinate/collaborate with partners to offer COVID-19 vaccine administration.

B.10 Based on jurisdictional priorities, offer/coordinate/collaborate with partners to offer COVID-19 testing.

B.11 Identify programmatic gaps discovered in Medical Countermeasure (MCM) receiving, storing, dispensing and administration by reviewing lessons learned and response experiences during the COVID-19 pandemic to inform future updates to plans. 3

#### **Capability 15: Volunteer Management**

B.12 Identify and document lessons learned using volunteers and identify areas of improvement identified during COVID-19.

#### **Duties Spanning Multiple Capabilities**

B.13 Participate with MDH staff to share stories and experiences of their COVID-19 experiences. Method TBD.

B.14 Preparedness and Response Workshop. At least one representative from a CHB/TH will attend a preparedness and response workshop sponsored by MDH. Date(s) and session topics TBD. Will be held either virtual or in person.

[The balance of this page left blank intentionally.]

EXHIBIT B TO AGREEMENT BETWEEN  
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

TERMS OF PAYMENT

- A. Richfield shall pay Bloomington the total not-to-exceed amount of \$51,788.00 during the term of this Agreement for services outlined below:
1. \$35,288.00 for PH Emergency Preparedness Services; and
  2. \$16,500.00 for CRI Duties.
- B. The amounts above will be paid according to the following terms:
1. Bloomington shall invoice Richfield for the Services identified on Exhibit A, as follows:

<b>Invoice Date</b>	<b>Amount</b>
Upon Contract Execution	\$12,947.00
December 1, 2022	\$12,947.00
March 1, 2023	\$12,947.00
June 1, 2023	\$12,947.00

2. Payment shall be made within 15 days of receipt by Richfield of Bloomington's invoice.

[The balance of this page left blank intentionally.]



**STAFF REPORT NO. 118**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of a first reading of an ordinance amending Sections 617,618 and 619 of the Richfield City Code to update regulations to be consistent with delegated State requirements and miscellaneous edits for clarity related to food establishments, lodging establishments, and public pools.**

**EXECUTIVE SUMMARY:**

The Minnesota Department of Health (MDH) recently reviewed city code for conformance with the City's delegation of authority agreement to license and inspect food and lodging establishments, and public pools. Based on their assessment, MDH staff recommended minor edits to city code to better align with state requirements for public pool plan review and lodging establishment variances.

Additional updates include aligning food supplemental and temporary license categories in code and fee schedule, having code reflect the current practice of issuing outdoor public pool licenses after passing inspection, and adding a reinspection fee (\$100) for an outdoor pool opening inspection when the operator fails to cancel the appointment and the pool is not ready to open.

**RECOMMENDED ACTION:**

**By Motion: Approve the first reading of an ordinance amending Sections 617, 618, and 619 of the Richfield City Code pertaining to food, lodging and pools and schedule a second reading for September 27, 2022,**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

See Executive Summary

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

Chapter 6 of the Richfield City code pertains to the regulation and enforcement of Public Health areas such as food, pools, lodging, wells, and tattoo and body piercing establishments.

**C. CRITICAL TIMING ISSUES:**

N/A

**D. FINANCIAL IMPACT:**

N/A

**E. LEGAL CONSIDERATION:**

The City Attorney has reviewed the ordinance and approves of its contents.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may decide to not approve the first reading of the ordinance and direct staff how to proceed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ Draft Amendment MDH changes	Cover Memo

BILL NO. \_\_\_\_\_

**AN ORDINANCE UPDATING REGULATIONS FOR FOOD ESTABLISHMENTS, LODGING ESTABLISHMENTS, AND PUBLIC POOLS TO BE CONSISTENT WITH DELEGATED STATE REQUIREMENTS AND MISCELLANEOUS EDITS FOR CLARITY AMENDING SECTIONS 617, 618, AND 619 OF THE CITY CODE**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Section 617 of the Richfield City Code is amended as follows:

**CHAPTER VI - PUBLIC HEALTH**

\* \* \*

**SECTION 617. - FOOD ESTABLISHMENTS**

\* \* \*

**617.15. - Food establishment licensing categories and restrictions.**

\* \* \*

**Subd. 6.** Supplemental facility means any additional distinct or separate food service facility on the same premises as a Type I, II, III, IV, or V establishment, including catering food vehicles. Supplemental facilities are categorized as:

(a) High Supplemental Facility having similar food handling operations specified under Type I or II establishment;

(b) Medium Supplemental Facility having similar food handling operations specified under Type III ~~or~~ ~~IV~~ establishment; or

(c) Low Supplemental Facility having similar food handling operations specified under Type IV or V establishment.

**Subd. 7.** Temporary food establishment is defined in Minnesota Rules, Chapter 4626 and includes special event food stands as defined in Minnesota Statutes, Chapter 157. Temporary Food Establishments are categorized as:

(a) Complex Temporary Food Establishment having similar food handling operations specified under Type I ~~and or II~~ ~~Type III~~ establishments; or

(b) Simple Temporary Food Establishment having similar food handling operations specified under Type III, IV and or V establishments.

\* \* \*

Sec. 2. Section 618 of the Richfield City Code is amended as follows:

**SECTION 618. - LODGING ESTABLISHMENTS**

**618.01. - Findings and purpose.**

This section is enacted to establish standards for the regulation of lodging establishments in Richfield, in order to protect the health, safety, and general welfare of the public pursuant to the powers granted under Minnesota Statutes, Chapter 145A. The principal objectives of this section of the City Code are to prevent illness, to correct and prevent conditions that may adversely affect persons utilizing licensed establishments, to provide consistent standards for design, construction, operation, and maintenance of licensed establishments, and to meet the consumer expectations of health and safety of licensed establishments.

For the purpose of prescribing regulations governing lodging establishments, the City of Richfield hereby adopts the following rules and statutes as may be amended or recodified from time to time:

- (a) Minnesota Statutes, Chapters 157, except for section 157.16 and Minnesota Statutes, Chapter 327; and
- (b) Minnesota Rules, Part 4625, except for part 4625.2300; and
- (c) Minnesota Rules, Part 4717.7000, subpart 1(D).

\* \* \*

Sec. 3. Section 619 of the Richfield City Code is amended as follows:

**SECTION 619. - PUBLIC POOLS**

**619.01. - Findings and purpose.**

This section is enacted to establish standards for the regulation of public pools in Richfield, in order to protect the health, safety, and general welfare of the public pursuant to the powers granted under Minnesota Statutes, Chapter 145A. The principal objectives of this section of the City Code are to prevent illness, to correct and prevent conditions that may adversely affect persons utilizing public pools, to provide consistent standards for design, construction, operation and maintenance of public pools, and to meet the consumer expectations of health and safety of public pools.

For the purpose of prescribing regulations governing public pools, the City of Richfield hereby adopts Minnesota Rules, ~~chapters~~ parts 4717.0150 through 4717.3975 3970, except part 4717.0450, and Minnesota ~~Statute~~ Statutes, section 144.1222, as may be amended or recodified from time to time.

\* \* \*

**619.09. - License fees.**

License fees shall be as set forth in Appendix D of this Code. Initial and renewal licenses shall be issued for the calendar year for which application is made and shall expire on December 31 of such year. License renewals shall be obtained on an annual basis. Outdoor public pool licenses will be issued following a satisfactory beginning of the season inspection or opening inspection.

\* \* \*

**619.17. - Additional health and safety standards.**

This Article ~~subsection~~ specifically adopts the following additional standards for health and safety to Minnesota Rules, Chapter 4717:

**Subdivision 1.** When the public pool is not open for use, access to the pool shall be prevented.

~~**Subd. 2.** Minnesota Rules, Chapter 4717.3970, POOL CLOSURE, C. The pool shall be closed when the disinfection residual exceeds 10 parts per million for chlorine and 20 parts per million for bromine. Pools with disinfection residual of 5 to 10 parts per million chlorine and 10 to 20 parts per million bromine may remain open if all other pool water conditions are met per Minnesota Rules, Chapter 4717.1750.~~

~~**Subd. 3 2.** Depth of the water must be plainly marked at or above the water surface on the vertical pool wall anywhere it is required on the deck in Minnesota Rules, Chapter 4714.2450.~~

\* \* \*

**619.23. - Plan review.**

Construction shall not commence on any new or remodeled public pool or any existing structure converted to a public pool until the ~~Health Authority~~ Minnesota Department of Health has reviewed and approved the plans and specifications as set forth in ~~this section~~ Minnesota Rules, part 4717.0450.

**Subdivision 1. Submission of Plans.** All building, electrical, plumbing and HVAC plans must be submitted to the building and inspection division ~~and the Health Authority~~ for review and approval.

~~**Subd. 3 2. Plan review fees.** Fees for building and inspection division plan review of new or remodeled public pools shall be those set by the City. If work has commenced prior to approval of construction or remodeling plans, additional fees may be assessed.~~

~~**[Subd. 4. Additional criteria.** The plans and specifications for those public pools reviewed by the Health Authority must include:~~

~~(a) A survey showing proper setbacks, easements, pool placement, equipment placement, fence location, deck location, impervious surface coverage of the lot, and location of overhead electrical wires;~~

~~(b) The proposed equipment types, manufacturers, model numbers, dimensions, performance capabilities, and installation specifications; and~~

~~(c) Fencing plan including type, material, height, gate location and latching mechanism.]~~

\* \* \*

Sec. 4. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk



**STAFF REPORT NO. 119**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the continuation 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 2023.**

**EXECUTIVE SUMMARY:**

The City of Bloomington and the City of Richfield have had a contract for over 30 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 2023 for these services will be \$155,300, compared to the 2022 contract amount of \$150,800. This is a 3% increase over the dollar amount paid to Bloomington in 2022. The increase is tied to increased benefit costs and staff salaries.

**RECOMMENDED ACTION:**

**By motion: Approve the continuation of an agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2023.**

**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:**

D. **FINANCIAL IMPACT:**

A 3% budget increase has been communicated to Richfield by Bloomington so the amount of \$155,300

has been captured in Richfield's 2023 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
☐ 2023 EH Contract with City of Bloomington	Cover Memo

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

This Agreement is made \_\_\_\_\_, by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield") and the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington").

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; and

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, 2023 through December 31, 2023, 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.

- 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 2023, Richfield shall pay Bloomington the sum of ONE HUNDRED FIFTY FIVE THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$155,300.00) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2023, and the remainder shall be due on November 30, 2023.
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, 2023, a monthly prorata 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 limitators 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 limitators 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 \$67.00 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 utilize 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 Attorney.

\_\_\_\_\_  
City Attorney

CITY OF RICHFIELD, MINNESOTA

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its City Manager



**STAFF REPORT NO. 120**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Sack Thongvanh, Assistant City Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: Finance - Kumud Verma City Clerk - Kari Sinning

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

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

**EXECUTIVE SUMMARY:**

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

The fourth site lease amendment will include replacement of Exhibit B-2 with Exhibit B-3 attached and one additional automatic renewal of five (5) years upon expiration of the current term. The current term will expire 2026. Per the April 26th 2001 Lease Agreement, the Tenant (Sprint) will continue annual escalator of 4% or Consumer Price Index (CPI) for all Urban Consumers, whichever is greater.

**RECOMMENDED ACTION:**

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

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

N/A

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

N/A

C. **CRITICAL TIMING ISSUES:**

N/A

D. **FINANCIAL IMPACT:**

N/A

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

N/A

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

	Description	Type
▣	Sprint - Fourth Lease Amendment (City Hall Location)	Cover Memo
▣	Exhibit B-3	Backup Material

## FOURTH AMENDMENT TO SITE LEASE AGREEMENT

### BETWEEN THE CITY OF RICHFIELD AND SPRINT SPECTRUM REALTY COMPANY LLC

This Fourth Amendment to the Site Lease Agreement (this “Fourth Amendment”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Richfield, a Minnesota municipal corporation (“Landlord”) and Sprint Spectrum Realty Company, LLC, (formerly organized as a limited partnership) a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“Tenant”).

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

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

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

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

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

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

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

themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Lease.

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

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

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

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

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

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

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

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

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

The parties have caused this Third Amendment to the Site Lease Agreement and Settlement and Release Agreement to be executed as of the Effective Date.

Landlord:

Tenant:

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

**Sprint Spectrum Realty Company, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Its: Mayor

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

By: \_\_\_\_\_  
Its: City Manager

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

*The remainder of this page intentionally left blank*

**EXHIBIT B-3**

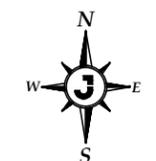
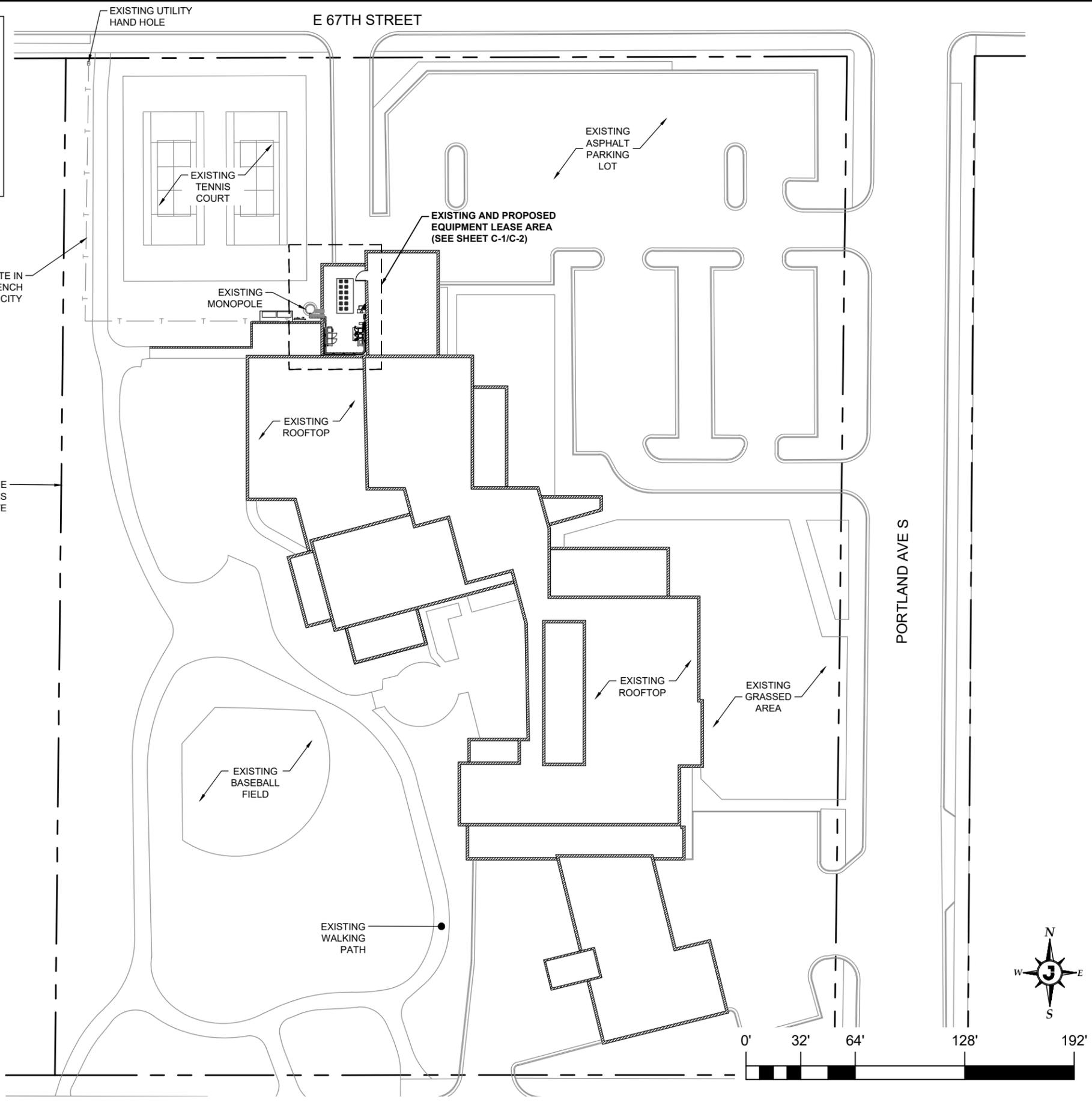
**See Attached Drawings**

**GENERAL NOTES:**

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

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

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



**Jacobs.**

Challenging today.  
Reinventing tomorrow.

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

Sprint | T-Mobile

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

KARL R. KRATINA  
LICENSE # 59380

*[Signature]*  
6/16/2022

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

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

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

A1P0250A  
MS25XC751  
6700 PORTLAND AVENUE S  
RICHFIELD, MN 55423  
HENNEPIN COUNTY

OVERALL SITE PLAN  
AND NOTES

C-1

# Jacobs.

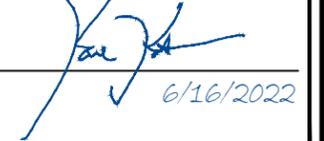
Challenging today.  
Reinventing tomorrow.

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

Sprint | T-Mobile

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

KARL R. KRATINA  
LICENSE # 59380



6/16/2022

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NO.	DATE	REVISIONS	BY
1	06/16/2022	GPS RELOCATION	ALK
0	06/10/2022	ISSUED FOR CONSTRUCTION	ALK

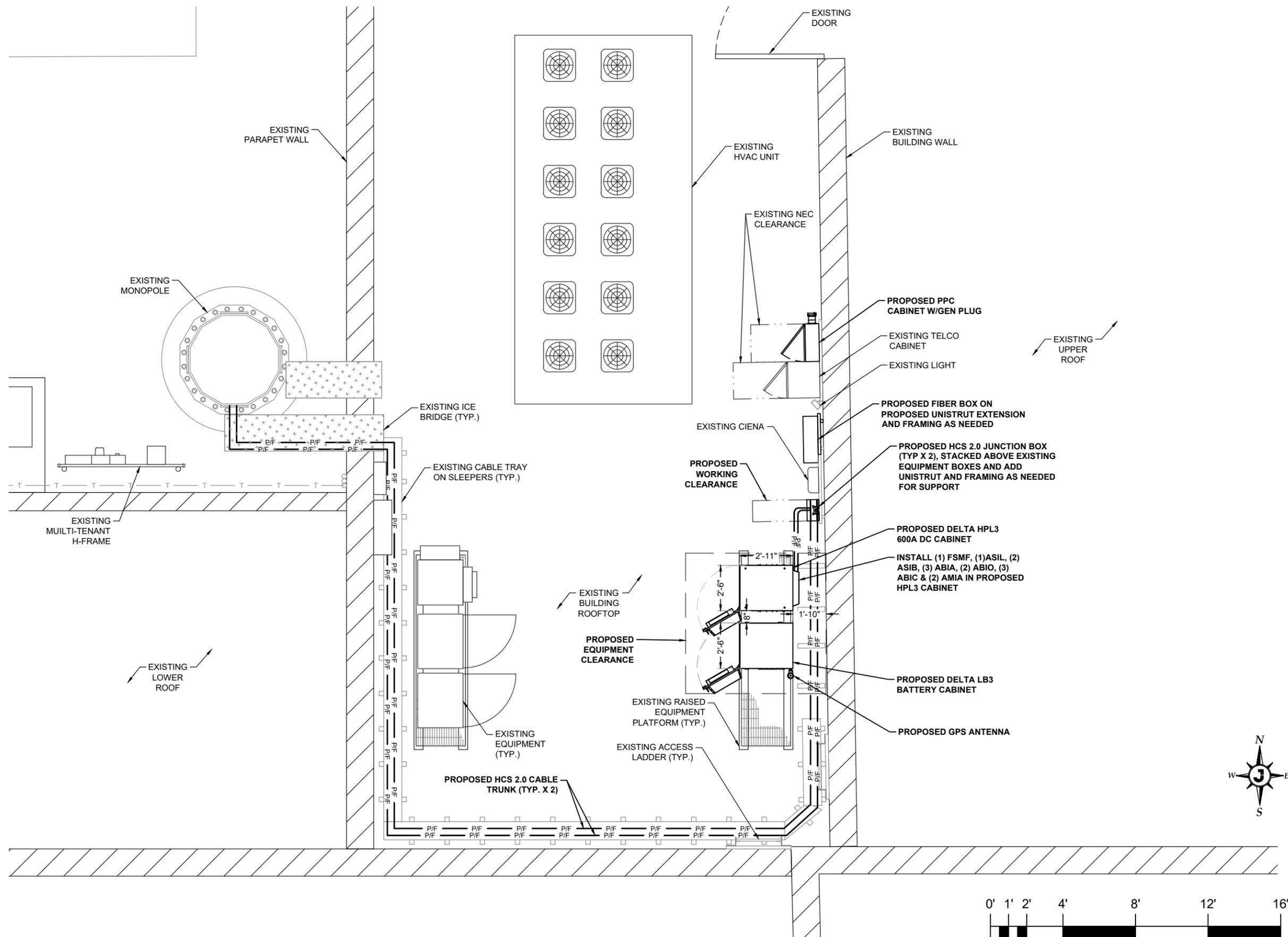
APPROVED BY: K. KRATINA  
DESIGNED BY: A. KENNEDY  
PROJECT NO: EUTM0600  
DATE: 05/24/2022

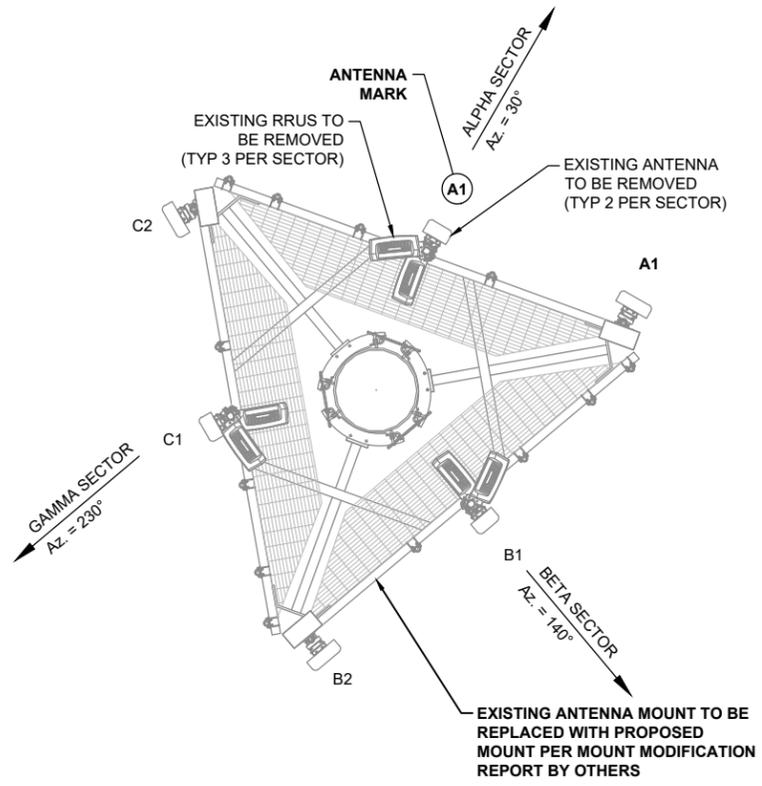
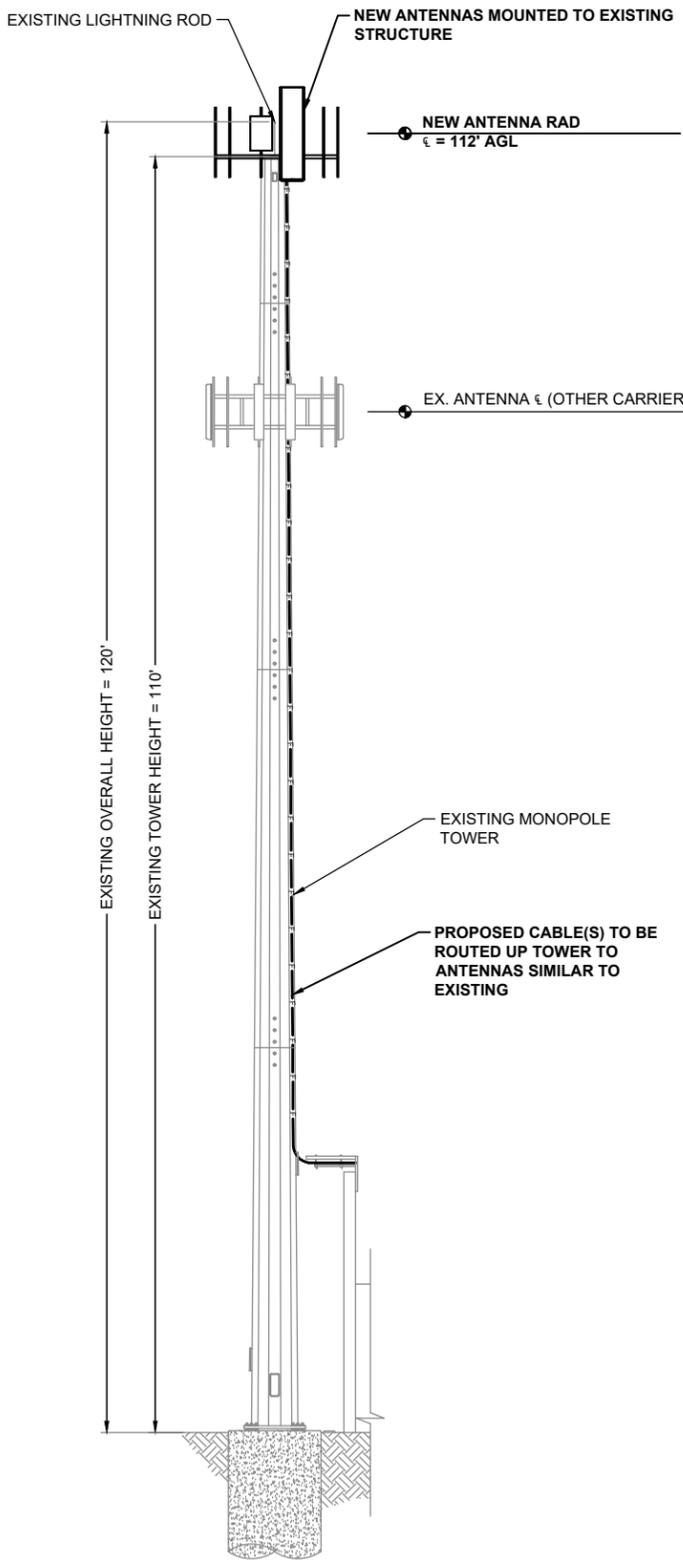
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6700 PORTLAND AVENUE S  
RICHFIELD, MN 55423  
HENNEPIN COUNTY

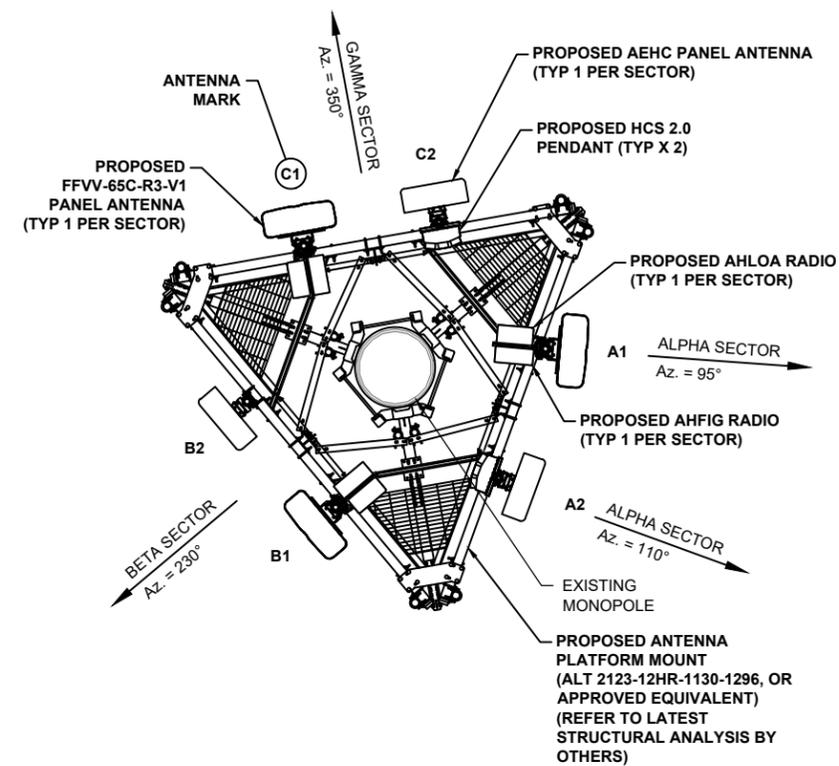
ENLARGED PROPOSED  
EQUIPMENT PLAN

C-3





EXISTING VIEW



PROPOSED VIEW

NOTES:

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

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

**Jacobs.**

Challenging today.  
Reinventing tomorrow.

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



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

KARL R. KRATINA  
LICENSE # 59380

*[Signature]*  
6/16/2022

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

NO.	DATE	REVISIONS	BY
1	06/16/2022	GPS RELOCATION	ALK
0	06/10/2022	ISSUED FOR CONSTRUCTION	ALK

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

A1P0250A  
MS25XC751  
6700 PORTLAND AVENUE S  
RICHFIELD, MN 55423  
HENNEPIN COUNTY

TOWER ELEVATION &  
ANTENNA ORIENTATION

S-1

EQUIPMENT NOTES:

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

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

**Jacobs.**

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Reinventing tomorrow.

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



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

KARL R. KRATINA  
LICENSE # 59380

*[Signature]*  
6/16/2022

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1 06/16/2022 GPS RELOCATION ALK

0 06/10/2022 ISSUED FOR CONSTRUCTION ALK

NO. DATE REVISIONS BY  
NOT VALID WITHOUT SIGNATURE AND DATE

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

A1P0250A  
MS25XC751  
6700 PORTLAND AVENUE S  
RICHFIELD, MN 55423  
HENNEPIN COUNTY

ANTENNA & CABLE  
SCHEDULE

S-2



**STAFF REPORT NO. 121**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Sack Thongvanh, Assistant City Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: Kari Sinning, City Clerk

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
8/3/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Second Reading of an Ordinance Amending Section 300 and Section 1220 of the City Code of Ordinance relating to the Abolishment of the Liquor Department and Liquor Operations Director Position Within the City Organization.**

**EXECUTIVE SUMMARY:**

As part of the Human Resources process, positions are regularly reviewed and amended when they become vacant due to retirements, resignations and terminations. The retirement of the Liquor Store Director has given the City the opportunity to reassess how we collaborate internally and provide services externally.

After analysis of surrounding municipalities, it was found that most municipal liquor stores are under the oversight of the Assistant City Manager/Administrator and operate with a Liquor Operations Manager instead of a Director.

As the Liquor Operations department was established by city code, staff recommends the attached resolution amending Section 300.03 of city code. The amendment will eliminates the Liquor Department and change the Liquor Operations Director Position to Liquor Operations Manager within the City Organization and move the new Liquor Division under Administrative Services.

**RECOMMENDED ACTION:**

**By Motion: Approve the second reading of ordinance amending Section 300 and Section 1220 of the City Code of Ordinance relating to the Abolishment of the Liquor Department and Liquor Operations Director's Position within the City Organization.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

The first reading of the Ordinance Amending Section 300 and Section 1220 of the City Code of Ordinance was held on 8/10/2022.

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

N/A

**C. CRITICAL TIMING ISSUES:**

N/A

**D. FINANCIAL IMPACT:**

There will be costs saving from the reclassification of the Liquor Operations Director position to Liquor Operations Manager.

**E. LEGAL CONSIDERATION:**

The ordinance was prepared and approved by the City Attorney.

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

	Description	Type
▣	Draft Ordinance	Ordinance

BILL NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 300 AND SECTION 1220 OF THE CODE OF ORDINANCES RELATING TO THE ABOLISHMENT OF THE LIQUOR DEPARTMENT AND LIQUOR OPERATIONS DIRECTOR POSITION WITHIN THE CITY ORGANIZATION**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Subsection 300.03 of the Richfield City Code is amended as follows:

**300.03. – Departmental and divisional organization.**

The administrative service of the City is divided into the following departments and heads thereof:

Executive Department	City Manager
Administrative Services Department	Director of Administrative Services
Fire Department	Fire Chief
Public Safety Department	Director of Public Safety
Public Works Department	Director of Public Works
Recreation Services Department	Director of Recreation Services
Community Development Department	Director of Community Development
Legal Department	City Attorney
<del>Liquor Department</del>	<del>Liquor Operations Director</del>
Finance Department	Finance Director

~~Divisions within departments shall be established from time to time by resolution of the City Council with the recommendation of the Manager.~~

Sec. 2. Subsection 300.11 of the Richfield City Code is repealed.

**300.11. – Liquor division department.**

The liquor division is established as a division within the Administrative Services Department. The liquor operations ~~director~~ manager is responsible to the City Manager and the Director of Administrative Services for the operation of the municipal liquor stores. The liquor operations ~~director~~ manager shall perform the duties described in the job description for that position and any additional duties assigned by the Director of Administrative Services or the City Manager.

Sec. 3. Subsection 1220.07 of the Richfield City Code is amended as follows:

**1220.07. – Regulations: liquor operations ~~Director~~ manager established.**

The liquor stores will be in the immediate charge of the Liquor Operations ~~Director~~ Manager. Policies relating to the operation of the liquor stores will be determined by the City Council. The Liquor Operations ~~Director~~ Manager will be assisted by such other employees as the Council may authorize. The Liquor Operations ~~Director~~ Manager will have full charge of the liquor stores and will have authority to purchase supplies as are necessary.

Sec. 4. Subsection 1220.11 of the Richfield City Code is amended as follows:

**1220.11. – Limitations.**

No business other than the sale of alcoholic beverages and other items offered for sale at the liquor stores may be carried on by the Liquor Operations ~~Director~~ Manager and employees while they are so employed.

Sec. 5. Subsection 1220.13 of the Richfield City Code is amended as follows:

**1220.13. – Payment for merchandise.**

Checks may be accepted in payment for merchandise, in the discretion of the Liquor Operations ~~Director~~ Manager, provided such checks are for the purchase price of the merchandise only. Credit cards issued by national credit companies which have entered into credit agreements with the City, may also be accepted in payment for merchandise, in the discretion of the Liquor Operations ~~Director~~ Manager. No other form of credit may be advanced by the liquor stores.

Sec. 6. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this \_\_\_\_ of \_\_\_\_\_, 2022.

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

Maria Regan Gonzalez, Mayor

ATTEST:

---

Kari Sinning, City Clerk



**STAFF REPORT NO. 122**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Nellie Jerome, Assistant Planner

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director  
 9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
 9/8/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**First reading of an ordinance amendment modifying regulations for Electric Vehicle charging.**

**EXECUTIVE SUMMARY:**

This ordinance amendment would remove requirements that Electric Vehicle (EV) chargers be installed in enclosed parking areas. The amendment would generally maintain the minimum amount of chargers required and would not change any other dimensional or installation requirements. The amendment will better align the EV charging rules with the MN State Building Code.

The current EV ordinance requires that built structures include EV infrastructure, which goes above and beyond the requirements for built structures in the MN State Building Code. This is not allowed according to State Statute 326B.121. Staff has reviewed our ordinance and proposes to remove the word “enclosed” in order to avoid a challenge of the City’s EV ordinance. Developers would still have the option to meet the requirement through enclosed stalls.

Additionally, a change is required to the wording for conduit installation in residential uses with 4-14 units and with 15 or more units. The recommended change in wording will require at least 50% all of parking spaces to be built with EV charger conduit, instead of the previous wording which required 100% of all enclosed spaces to have conduit. The required ratio of 50% is intended to maintain the approximate required quantity of EV-ready stalls.

Staff recommends approval of the ordinance change to bring our City’s EV standards in line with the MN State Building Code.

**RECOMMENDED ACTION:**

**By motion: Approve a first reading of an ordinance amendment modifying regulations for Electric Vehicle charging.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- An ordinance amendment establishing standards for EV chargers was passed by the City Council on March 8, 2022.

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

- Subsection 544.13 of the Richfield Zoning Code establishes standards for EV chargers.
- A public hearing was held before the Planning Commission on August 22, 2022. No members of the public commented on the proposed amendment.
- The Planning Commission unanimously recommended approval at their August 22, 2022, meeting.
- If approved, a second reading of the ordinance will be scheduled for September 27, 2022.

**C. CRITICAL TIMING ISSUES:**

None.

**D. FINANCIAL IMPACT:**

None.

**E. LEGAL CONSIDERATION:**

- State Statute 326B.121, Subdivision 2, part (c) states that “A municipality must not by ordinance, or through development agreement, require building code provisions regulating components or systems of any structure that are different from any provision of the State Building Code. [...]”
- The City Attorney is reviewing the proposed ordinance language. Any recommended modifications will be addressed prior to the second reading.

**ALTERNATIVE RECOMMENDATION(S):**

- Deny the ordinance amendment updating regulations for Electric Vehicle charging.
- Approve the ordinance amendment updating regulations for Electric Vehicle charging with amendments.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

Description	Type
▣ Ordinance	Ordinance

BILL NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE  
REGULATIONS AMENDING REGULATIONS  
FOR ELECTRIC VEHICLE CHARGERS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. **Subsection 544.13, Subdivision 7, of the Richfield Zoning Code is amended as follows:**

**Subd. 7. Electric Vehicle Charger Requirements**

- a) Purpose. Ensuring that electric vehicle (“EV”) charging serves both short- and long-term parking needs throughout the city, while limiting adverse impacts of EV chargers, reducing emissions, and improving environmental health outcomes in our community.
- b) EV charger level descriptions:
  - i. Level-1 (or “L1”) is considered slow charging and includes a range from zero (0) volts to one hundred twenty (120) volts.
  - ii. Level-2 (or “L2”) is considered medium charging and includes a range from one hundred twenty (120) volts to two hundred forty (240) volts.
  - iii. Level-3 (or “L3”) is considered fast or rapid charging and includes a range of greater than two hundred forty (240) volts.
- c) EV-ready spaces and EV parking space standards:
  - i. EV-ready spaces shall require appropriate electrical capacity and conduits to support future EV chargers. Appropriate electrical capacity and conduits shall allow for future simultaneous charging of all future installed chargers. EV-ready spaces shall not require an installed charger unit.
  - ii. EV charger installation in excess of any minimum requirements may be substituted for up to five (5) percent of minimum off-street parking requirements. One (1) L2 or L3 charger is equivalent to one (1) parking space.
  - iii. EV charger locations and standards:
    - 1) EV chargers must be located in a parking island, mounted to an adjacent pedestal or similar structure, or protected by bollards, structures, or a curb if located in a parking lot.
    - 2) EV chargers shall be set back at least three (3) feet from any lot line abutting another parcel. However, upon written request from the property owner, the Director may reduce or rescind this setback requirement for shared access agreements or pursuant to a finding of necessity and public convenience.

- 3) EV chargers located along an alley, or located adjacent to a right-of-way which contains a public sidewalk, shall be set back at least three (3) feet from the nearest edge of such alley or sidewalk. When adjacent to the right-of-way, the location must be approved by the Director of Public Works. EV chargers may be located in the right-of-way, with permission from the Director of Public Works. EV chargers mounted on pedestals, light posts, bollards, or other devices for on-street charging stations shall be designed and located as to not impede pedestrian travel or create hazards within the right-of-way.
  - 4) EV chargers shall be set back at least twenty-four (24) inches from the face of any adjacent curb.
  - 5) EV chargers shall be mounted in a manner that allows for any cords to be retractable or hung sufficiently above any pedestrian surface.
  - 6) EV chargers shall be installed pursuant to manufacturer specification and shall comply with all applicable building codes and relevant Americans with Disabilities Act (ADA) requirements.
  - 7) When an EV charger is not operational for thirty (30) consecutive days, it shall be considered to be removed from service.
  - 8) EV chargers must be operational during the normal business hours of the use(s) served. EV chargers may be de-energized or otherwise restricted after normal business hours of the use(s) served.
- d) Minimum requirements for EV chargers and EV-ready spaces by land use are as follows:

USE	INSTALLED EV CHARGING STATIONS*	EV-READY SPACES*	ADDITIONAL REQUIREMENTS
Residential uses with up to 3 units	At least one (1) <del>enclosed</del> space shall support L1 charging.		
Residential uses with 4 to 14 units	Ten (10) percent of <del>enclosed</del> parking spaces shall support L1 charging.	Two (2) spaces capable of L2 or L3 charging. <u>A minimum of fifty (50) percent of</u> <del>All</del> remaining <del>enclosed</del> spaces capable of L1 charging.	
Residential uses with 15 units or more	Ten (10) percent of parking spaces shall support L2	Twenty (20) percent of spaces capable of L2 or L3 charging. <u>A minimum of fifty (50) percent of</u> <del>All</del>	At least one ADA parking space shall have access to an

	charging.	remaining <del>enclosed</del> spaces capable of L1 charging.	installed EV charger.
Non-residential uses with up to twenty (20) spaces	One (1) space shall support L2 or L3 charging	Ten (10) percent of spaces capable of L2 or L3 charging.	
Non-residential uses with twenty-one (21) or more off-street parking spaces	Five (5) percent of parking spaces shall support L2 or L3 charging.	Twenty (20) percent of spaces capable of L2 charging. At least 1 space capable of L3 charging.	At least one ADA parking space shall have access to an EV charger.

\*If calculation results in a fraction, the next higher whole number shall be used.

- e) The minimum number of EV chargers may be reduced by the Director if proof can be provided that such spaces will not be used.

Section 5. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 27 day of September, 2022.

\_\_\_\_\_  
 Maria Regan-Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
 Kari Sinning, City Clerk



**STAFF REPORT NO. 123**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
9/7/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

Consider the approval of setting a public hearing to be held on September 27, 2022, to consider the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for Kataki, located at 6401 Nicollet Avenue.

**EXECUTIVE SUMMARY:**

On June 22, 2022, the City received the application materials for new On-Sale Wine and 3.2 Percent Malt Liquor licenses for Kataki, located at 6401 Nicollet Avenue.

All required information and documents have been received. All licensing fees have been paid.

**RECOMMENDED ACTION:**

By motion: Approve the setting of a public hearing to be held on September 27, 2022, for the consideration of the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for Kataki, located at 6401 Nicollet Avenue.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

This is a notice to set the public hearing. Staff will provide a more detailed historical context in the report submitted for the public hearing on September 27, 2022.

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

- City ordinance requires the City Council to conduct a public hearing to consider all On-Sale Wine and 3.2 Percent Malt Liquor license applications and set a date for the public hearing.
- The hearing must be scheduled and held before a new license may be considered.
- The new process has been initiated.

C. **CRITICAL TIMING ISSUES:**

Holding the public hearing on September 27, 2022 will provide ample time to complete the licensing process.

D. **FINANCIAL IMPACT:**

All licensing fees have been received.

**E. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

- Reject the applications for new On-Sale Wine and 3.2 Percent Malt Liquor licenses for Kataki.
- Schedule the public hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at this meeting.



**STAFF REPORT NO. 124**  
**CITY COUNCIL MEETING**  
**9/13/2022**

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

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director  
 9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
 9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution approving a Grant Compliance Agreement, and related documents, between the City and Minnesota Independence College and Community for use of a Livable Communities Demonstration Act grant.**

**EXECUTIVE SUMMARY:**

Minnesota Independence College and Community (MICC) is proposing to develop a mixed-use building, including services and affordable and accessible housing, on property they have acquired along 76th Street, between Newton and Morgan Avenues. The MICC development was awarded a Livable Communities Demonstration Account (LCDA) grant in January of 2022 to help finance the project. Approval of a Grant Compliance Agreement (Compliance Agreement) between the City and MICC will establish the terms for expending the LCDA funds. The Compliance Agreement lays out the process and documentation required for MICC to receive reimbursement from the Metropolitan Council for project costs, and establishes a Loan Agreement and Mortgage to be used when funds are used to acquire property.

The Loan Agreement and Mortgage will be used to secure the City's interest in property purchased with the grant funds, in the event the development project doesn't move forward. Under the terms of the Compliance Agreement, if the project doesn't move forward, MICC would be required to either repay the funds or turn over ownership of the purchased property to the City. The Loan Agreement structures the funds as a deferred loan (no payments, no interest), which is forgiven once the project is completed.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution approving a Grant Compliance Agreement, and related documents, between the City and Minnesota Independence College and Community for the Livable Communities Demonstration Act awarded to the proposed Minnesota Independence College and Community development, and authorize the City Attorney to finalize the documents.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- MICC is a 501 (c)3 nonprofit vocational and life skills training program for young adults with learning differences and who are on the autism spectrum. Since its founding in 1996, MICC has remained dedicated to helping participants make successful transitions towards independent living and financial self-sufficiency.
- MICC has operated from the Colony Apartments in Richfield since its inception in 1996.

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

The City has signed an agreement with the Metropolitan Council for use of the grant funds. Metropolitan Council recommends that cities then approve sub-agreements with developers receiving LCDA funds.

**C. CRITICAL TIMING ISSUES:**

MICC has purchased the property at 7532 Morgan Avenue South and is seeking reimbursement of expenses. The Loan Agreement and Mortgage should be in place prior to issuing funds.

**D. FINANCIAL IMPACT:**

MICC was awarded \$1.21 million in LCDA funds.

**E. LEGAL CONSIDERATION:**

The HRA's attorney prepared the Loan Agreement, Mortgage and Compliance Agreement on behalf of the City Attorney. Final language in the documents will be subject to attorney approval.

**ALTERNATIVE RECOMMENDATION(S):**

Do not approve the documents.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Grant Compliance Agreement	Contract/Agreement
<input type="checkbox"/> Loan Agreement	Contract/Agreement
<input type="checkbox"/> Mortgage	Contract/Agreement
<input type="checkbox"/> LCDA Grant Agreement	Backup Material

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

**RESOLUTION APPROVING LOAN DOCUMENTS  
RELATED TO LIVABLE COMMUNITIES DEMONSTRATION  
GRANT FROM METROPOLITAN COUNCIL FOR  
MINNESOTA INDEPENDENCE COLLEGE AND  
COMMUNITY**

**WHEREAS**, Minnesota Independence College and Community, a Minnesota nonprofit corporation (the “Redeveloper”), owns the property located at 2000, 2006, and 2018 West 76<sup>th</sup> Street and 7532 Morgan Avenue South, Richfield, Minnesota (the “Redevelopment Property”) and proposes to construct on the Redevelopment Property a building with approximately 70 affordable housing units and office and classroom space (the “Project”); and

**WHEREAS**, in order to assist with the costs of the Project, the City, on behalf of the Redeveloper, applied for and received a Livable Communities Demonstration Account (LCDA) grant (the “LCDA Grant”) from the Metropolitan Council (“Met Council”) in the total sum of \$1,210,000, which will be allocated to the Project; and

**WHEREAS**, proceeds of the LCDA Grant are authorized to be used for eligible costs of the Project (the “Grant-Eligible Activities”), as described, along with other terms and conditions of the LCDA Grant, in the Livable Communities Demonstration Account Grant Agreement (the “Grant Agreement”) which was previously approved and executed by the City and the Met Council; and

**WHEREAS**, the City intends to loan the proceeds of the LCDA Grant to the Redeveloper to provide financing for the Grant-Eligible Activities pursuant to a Loan Agreement (the “Loan Agreement”) proposed to be entered into between the City and the Redeveloper; and

**WHEREAS**, to secure the repayment of the portion of the loan of the proceeds of the LCDA Grant which will be used by the Redeveloper to reimburse a portion of the cost of purchasing the Redevelopment Property located at 7532 Morgan Avenue South, Richfield, Minnesota in the amount of \$400,000 (the “Land Loan”), the Redeveloper will execute and deliver to the City a Combination Mortgage and Security Agreement (the “Land Loan Mortgage”), providing the City with a secured interest in the mortgaged property; and

**WHEREAS**, the City will satisfy the Land Loan Mortgage once the Project has been completed and receives a Certificate of Occupancy from the City; and

**WHEREAS**, there have been presented before this City Council the Loan Agreement and the Mortgage proposed to be entered into between the City and the Redeveloper relating to the loan of the proceeds of the LCDA Grant to the Redeveloper.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, as follows:**

1. The Council approves the Loan Agreement and the Mortgage (together, the "Agreements") in substantially the forms on file. The Mayor and the City Manager are hereby authorized and directed to execute and deliver the Loan Agreement. All of the provisions of the Agreements, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Agreements shall be substantially in the forms on file with the City which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.
2. The Mayor and the City Manager are hereby authorized and directed to execute other agreements and certificates deemed necessary to carry out the intentions of the Agreements and this resolution.
3. This resolution shall be effective from and after the date hereof.

Adopted by the City Council of the City of Richfield, Minnesota, this \_\_\_ day of \_\_\_\_\_ 2022.

---

Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, City Clerk

**DRAFT**  
**July 11, 2022**

## **GRANT COMPLIANCE AGREEMENT**

This GRANT COMPLIANCE AGREEMENT (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, between the City of Richfield, Minnesota, a municipal corporation under the laws of the State of Minnesota (the “City”), and the Minnesota Independence College and Community, a Minnesota nonprofit corporation (the “Redeveloper”).

### **RECITALS**

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) and the Redeveloper entered into a Preliminary Development Agreement, dated April 18, 2022 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Redeveloper owns property located at 2000, 2006, and 2018 West 76<sup>th</sup> Street, Richfield, Minnesota and 7532 Morgan Avenue South, Richfield, Minnesota (collectively, the “Redevelopment Property”), demolish the buildings on the Redevelopment Property, and construct on the Redevelopment Property a building with approximately 70 affordable housing units and office and classroom space (the “Project”) and the Authority has agreed to reimburse the Redeveloper for a portion of the costs of the redevelopment with tax increment; and

WHEREAS, to assist the Redeveloper in obtaining additional financing for the Project, the City submitted an application to the Metropolitan Council for funds available under the Livable Communities Demonstration Account Development Grant Program; and

WHEREAS, the City was awarded and accepted a Livable Communities Demonstration Account Grant in the maximum amount of \$1,210,000 from Metropolitan Council (the “LCDA Grant”); and

WHEREAS, pursuant to the Livable Communities Demonstration Account Grant Agreement (the “LCDA Grant Agreement”), proceeds of the LCDA Grant may be used for property acquisition and property holding costs (the “Eligible Costs”); and

WHEREAS, a copy of the LCDA Grant Agreement has been provided to the Redeveloper and is attached hereto as Exhibit A; and

WHEREAS, the City intends to provide the proceeds of the LCDA Grant Authority to the Redeveloper to pay for Eligible Costs, specifically to reimburse the Redeveloper for the purchase of the property located at 7532 Morgan Avenue South, Richfield, Minnesota; and

WHEREAS, the City has required and the Redeveloper has agreed to provide the City with a mortgage to be recorded against the property located at 7532 Morgan Avenue South, Richfield, Minnesota to secure the City’s interest in the grant funds with the understanding that mortgage will be satisfied by the City once the Project has been completed; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Authority, the City and the Redeveloper as follows:

1. The LCDA Grant Agreement is incorporated herein by reference.

2. The Redeveloper has read the LCDA Grant Agreement and agrees to comply with all terms, conditions, and obligations of the City under the LCDA Grant Agreement, including but not limited to providing evidence of expenditures for Eligible Costs, establishing and maintaining records, consenting to audits, and providing project progress reports.

3. The Redeveloper agrees to fully indemnify the City for any liability incurred by the City with respect to the LCDA Grant Agreement.

(The remainder of this page is intentionally left blank.)

**IN WITNESS WHEREOF**, the parties have executed this Grant Compliance Agreement effective the date and year first written above.

**CITY OF RICHFIELD, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

**MINNESOTA INDEPENDENCE COLLEGE AND  
COMMUNITY**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its Executive Director

**EXHIBIT A**  
**GRANT AGREEMENT**

RC125-366 (JAE)  
668280v1

## **LOAN AGREEMENT**

THIS LOAN AGREEMENT (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) by and between the CITY OF RICHFIELD, MINNESOTA, a home rule city, municipal corporation, and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “City”), and MINNESOTA INDEPENDENCE COLLEGE AND COMMUNITY, a Minnesota nonprofit corporation (the “Redeveloper”).

### **WITNESSETH:**

WHEREAS, the Redeveloper intends to construct a building with approximately 70 affordable housing units and up to 20,000 square feet of office and classroom space (the “Project”) on property located at 2000, 2006, and 2018 West 76<sup>th</sup> Street and 7532 Morgan Avenue South in the City legally described on EXHIBIT D attached hereto (the “Property”); and

WHEREAS, to assist with the costs of the Project, the City, on behalf of the Redeveloper, applied for and received a Livable Communities Demonstration Account (LCDA) grant in the total sum of \$1,210,000 (the “LCDA Grant”), from the Metropolitan Council (“Council”); and

WHEREAS, on January 26, 2022, the Council and the City entered into a Metropolitan Livable Communities Act Grant Agreement, with an expiration date of December 31, 2024 (“Grant Agreement”) attached hereto as EXHIBIT B; and

WHEREAS, the proceeds of the LCDA Grant may be used for eligible project activities of the Project to be constructed on the Property, as set forth in EXHIBIT A attached hereto and as further described in the Grant Agreement (the “Grant-Eligible Activities”), which amounts may be reallocated pursuant to Section 2.09 of the Grant Agreement; and

WHEREAS, the City desires to loan the proceeds of the LCDA Grant to the Redeveloper (the “Loan”) to provide financing for the Grant-Eligible Activities on the terms and conditions contained in this Agreement; and

WHEREAS, the City believes that the development of the Project, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State of Minnesota and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the City and the Redeveloper desire to enter into this Agreement for the purpose of setting forth their respective responsibilities with respect to the Loan of the LCDA Grant.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### **ARTICLE I DEFINITIONS**

As used in this Agreement, the following terms shall have the following meaning:

Disbursement Request Form: the form, substantially in the form attached hereto as EXHIBIT C, to be submitted to the City when a disbursement of the Loan is requested and which is referred to in Article

VI hereof, together with such other request forms as may be reasonably required from the Council and the City.

Grant Compliance Agreement: the Grant Compliance Agreement of even date herewith between the City and the Redeveloper.

Grant-Eligible Activities: the activities on the Property funded in full or in part by the LCDA Grant, as set forth in EXHIBIT A and set forth in the Grant Agreement.

Project: has the meaning set forth in the first recital above.

Land Loan: a portion of the Loan in the amount of \$400,000 to be provided to the Redeveloper to reimburse the cost of purchasing the Redevelopment Property located at 7532 Morgan Avenue South, Richfield, Minnesota.

Land Loan Mortgage: the Combination Mortgage and Security Agreement of even date herewith from the Redeveloper to the City securing repayment of the Land Loan in the form approved by the City.

Loan: the sum of \$1,210,000 to be loaned by the City to the Redeveloper under this Agreement (which sum includes the Land Loan).

Loan Documents: collectively, this Agreement, the Mortgage, and the Grant Compliance Agreement.

Plans and Specifications: the final plans and specifications for the construction and installation of the Grant-Eligible Activities.

Project Costs: the costs of the Grant-Eligible Activities eligible to be reimbursed with the proceeds of the LCDA Grant under the Grant Agreement and as authorized by law.

Redeveloper Documents: any and all documents and instruments in connection with the Project as reasonably requested by the City.

## **ARTICLE II**

### **TERM OF AGREEMENT**

This Agreement shall take effect and be in force from and after the Effective Date, and shall remain in effect until the Redeveloper has performed all of its obligations under this Agreement, the Loan Documents, and the Grant Agreement, unless earlier terminated as provided in this Agreement or the Grant Agreement.

## **ARTICLE III**

### **THE LOAN**

Subject to the terms and conditions of this Agreement, the City will make the Loan to the Redeveloper to be used for payment of Project Costs, which Loan shall be disbursed pursuant to this Agreement. In consideration for the Loan, the Redeveloper agrees to perform all of their obligations under this Agreement. Proceeds of the Loan shall be disbursed in accordance with Articles V and VI hereof.

## ARTICLE IV

### STATEMENT OF WORK

The Redeveloper shall construct all improvements described on EXHIBIT A at the Property in accordance with the terms set forth herein. In accordance with the Grant Agreement, the Redeveloper will commence construction of the Grant-Eligible Activities and pay the Project Costs prior to December 31, 2024.

## ARTICLE V

### CONDITIONS OF DISBURSEMENT

The obligation of the City to make or cause to be made disbursements of the proceeds of the Loan pursuant to Article VI hereof shall be subject to the conditions precedent that it shall have received on or before the date of the disbursement hereunder the following:

- a. the Redeveloper Documents and the Mortgage, duly executed and delivered by the Redeveloper;
- b. evidence satisfactory to the City that the Grant-Eligible Activities and the construction and contemplated use thereof are permitted by and comply in all material respects with all applicable restrictions and requirements in prior conveyances, zoning ordinances, subdivision and platting requirements and other laws and regulations;
- c. all other conditions specified in the authorizing City resolution and the Grant Agreement shall have been duly satisfied by the Redeveloper or waived in writing by the City or the Council, as applicable;
- d. no uncured Event of Default (as defined in Article VIII), and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default, shall have occurred and be continuing and all representations and warranties made by the Redeveloper in Article VII hereof shall continue to be true and correct as of the date of such disbursement;
- e. if required by the City, the City shall have been furnished with a statement of the Redeveloper and of any contractor, in form and substance acceptable to the City, setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every contractor, subcontractor, person, firm or corporation furnishing materials or performing labor in connection with the construction of any part of the Grant-Eligible Activities; and
- f. the Redeveloper shall have provided to the City such documentation and information reasonably necessary to evidence its compliance with all of the provisions of this Agreement, including without limitation the provisions of the Grant Agreement applicable to the Redeveloper, as the City may reasonably request.

## ARTICLE VI

### REQUESTS FOR DISBURSEMENT

6.01. Disbursement. The City and the Redeveloper agree that, on the terms and subject to the conditions hereinafter set forth and the conditions set forth in the Grant Agreement, including the

reallocation of Project Costs amongst the Grant-Eligible Activities pursuant to Section 2.09 of the Grant Agreement, the Loan shall be disbursed from the City to the Redeveloper, or the Redeveloper's agent or designee, in disbursements, with the last disbursement being made upon one hundred percent (100%) completion of the Grant-Eligible Activities. Disbursements of the Loan shall not be made more often than monthly. Notwithstanding anything to the contrary contained herein, the City shall only be obligated to make the disbursements hereunder to pay Project Costs in an amount up to or equal to the lesser of the amount of the Loan or the amount actually disbursed by the Council to the City under the Grant Agreement and such obligation is further subject to the conditions of Article V hereof.

6.02. Disbursement Request.

a. When the Redeveloper desires to obtain a disbursement of the Loan, the Redeveloper shall submit to the City the Disbursement Request Form, together with any additional documents required by the City or the Council, duly signed by the Redeveloper.

The Disbursement Request Form shall be submitted by the Redeveloper at least forty-five (45) days prior to the date of the requested disbursement. The Disbursement Request Form shall constitute a representation and warranty by the Redeveloper to the City that all representations and warranties of the Redeveloper set forth in the Redeveloper Documents are true and correct as of the date of such Disbursement Request Form, except for such representations and warranties which, by their nature, would not be applicable as of the date of such Disbursement Request.

b. At the time of submission of the Disbursement Request Form, the Redeveloper shall also submit one or more of the following to the City (if appropriate):

1. a written lien waiver from the general contractor for work done and materials supplied by it which were paid or a conditional lien waiver from the general contractor for work done and materials supplied by it which are to be paid pursuant to the current Disbursement Request Form and from each subcontractor for work done and materials supplied by it which were paid or are to be paid for pursuant to the prior Disbursement Request Form;

2. evidence satisfactory to the City that the Grant-Eligible Activities completed as of the date of the Disbursement Request Form have been constructed in accordance with the Plans and Specifications in all material respects;

3. an executed Sworn Construction Statement, in form and substance acceptable to such parties, signed by the Redeveloper showing all costs and expenses of any kind theretofore actually paid or incurred in constructing the Grant-Eligible Activities; and

4. a certified statement of the Redeveloper reflecting the use to which the proceeds of the Loan have been applied in addition to those uses reflected in the Sworn Construction Statement referred to in (b)(3) above.

c. Upon receipt of the Disbursement Request Form, if the City has determined that all the conditions set forth in Articles V and VI have been satisfied, a request for disbursement shall be submitted to the Council. The adequacy of the request for disbursement shall be determined by the City and the Council in their sole discretion. After submission of the Disbursement Request Form, if the Redeveloper has performed all of its agreements and complied with all requirements to be performed or complied with under this Agreement and the Grant Agreement, including satisfaction of

all applicable conditions precedent contained in Article V hereof, the City shall make a disbursement to the Redeveloper, or the Redeveloper's agent or designee, in the amount of the requested disbursement or such lesser amount as shall be approved, within forty-five (45) days after the date of the City's receipt of the Disbursement Request Form, or, if later, upon receipt of grant proceeds from the Council. Each disbursement shall be paid from the proceeds of the LCDA Grant, subject to the City's and the Council's determination that the relevant Project Cost is payable from the LCDA Grant under the Grant Agreement. The City is under no obligation to disburse any proceeds of the Loan until it receives a disbursement of the LCDA Grant from the Council. Notwithstanding anything to the contrary herein, if the Project Costs of the Grant-Eligible Activities exceeds the amount to be reimbursed under this Agreement, such excess shall be the sole responsibility of the Redeveloper.

## **ARTICLE VII**

### **REDEVELOPER'S COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

The Redeveloper covenants, represents, warrants and agrees that:

a. The Redeveloper is a nonprofit corporation duly organized and validly existing under the laws of the State of Minnesota, is duly authorized to operate in the State of Minnesota, has the power to enter into and execute this Agreement and by appropriate action has authorized the execution and delivery of this Agreement.

b. The Redeveloper Documents will not result in any breach of or constitute a default under any other mortgage, lease, loan, grant or credit agreement, organizational documents, or other instrument to which the Redeveloper is a party or by which it may be bound or affected.

c. The Loan Documents will constitute valid, legal and binding obligations of the Redeveloper enforceable against the Redeveloper.

d. The Redeveloper has or will have all necessary approvals, licenses and permits required for construction and operation of the Project except those which cannot be obtained until completion of the Grant-Eligible Activities or the Project, as the case may be.

e. The Redeveloper shall permit the City, upon reasonable notice, to examine all books, records, contracts, plans, permits, bills and statements of account pertaining to the Grant-Eligible Activities and to make copies as the City may require.

f. The Redeveloper shall obey and comply with all federal, state and local laws, rules and regulations in connection with the Project.

g. The City's actions in approving the Loan shall not be construed as an approval by the City of providing any additional funds for the Project or other improvements to the Property.

h. The Redeveloper agrees to pay for all of the costs incurred to construct the Grant-Eligible Activities including any cost overruns. There are no public funds for the Grant-Eligible Activities except for the Loan.

## **ARTICLE VIII**

### **DEFAULT**

Any one or more of the following shall constitute an event of default (an “Event of Default”) under this Agreement:

- a. The Redeveloper shall herein default in the performance or observance of any agreement, covenant or condition required to be performed or observed by the Redeveloper under the terms of this Agreement or the Grant Agreement, to the extent such obligations exist, and such default shall not be remedied within sixty (60) days after written notice to the Redeveloper from the City specifying such default.
- b. The Redeveloper shall be in default of any term of any other agreement relating to the Grant-Eligible Activities which is not cured within sixty (60) days after written notice from the City or if the default cannot be cured within sixty (60) days within such reasonable time as is required to cure the default, provided that the Redeveloper is diligently pursuing a cure.
- c. Any representation or warranty made by the Redeveloper herein or any document or certificate furnished to the City shall prove at any time to be incorrect or misleading as of the date made.
- d. The Redeveloper engages in any illegal activities.
- e. The Redeveloper uses any of the Loan funds contrary to this Agreement or the Grant Agreement which is not cured within sixty (60) days after written notice from the City.
- f. The Redeveloper shall fail to indemnify and hold harmless the City as set forth herein which is not cured within ten (10) business days after written notice from the City.
- g. The failure to repay any principal of the Loan when due.

## **ARTICLE IX**

### **REMEDIES**

Whenever any Event of Default shall have happened and is continuing beyond any applicable cure period any one or more of the following remedial steps may be taken by the City:

- a. The City may terminate this Agreement;
- b. The City may suspend or terminate any further disbursements to be made under this Agreement;
- c. The City may suspend its performance under this Agreement during the continuance of the Event of Default; and/or
- d. The City may take whatever action at law or in equity may be necessary or appropriate to seek repayment or reimbursement of the Loan funds disbursed to the Redeveloper, to enforce performance and observance of any obligation, agreement, covenant, representation or

warranty of the Redeveloper under this Agreement, or any related instrument; or to otherwise compensate the City for any damages on account of such Event of Default.

No remedy conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

## ARTICLE X

### ADDITIONAL PROVISIONS

a. Indemnity, Hold Harmless. The Redeveloper shall and does hereby agree to indemnify against and to hold City, and its officers, councilmembers, agents, and employees including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section, collectively the “Indemnified Parties”), harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement and against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Grant-Eligible Activities, and of and from any and all claims and demands whatsoever that may be asserted against City by reason of any alleged obligations or undertakings on the Redeveloper’s part to perform or discharge any of the terms, covenants, or agreements contained herein.

Except for any willful misrepresentation or any willful, wanton, or grossly negligent misconduct of the Indemnified Parties, the Redeveloper agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever under this Agreement, the Grant Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project or the Grant-Eligible Activities.

This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and repayment of any indebtedness to City under this Agreement.

b. Independent Contractor. For the purpose of this Agreement, the Redeveloper shall be deemed an independent contractor and not an employee or agent of the City. Any and all employees or agents of the Redeveloper shall not be considered employees or agents of the City.

c. Compliance With Minnesota Laws. All of the data created, collected, received, stored, used, maintained or disseminated by the Redeveloper with respect to the Grant-Eligible Activities are subject to the requirements of Chapter 13, Minnesota Statutes, and, except as provided in Minnesota Statute Section 13.05, subdivision 11(b), the Redeveloper agrees to comply with those requirements under Chapter 13, Minnesota Statutes to the extent applicable. The remedies in Minnesota Statutes, Section 13.08 may apply to the Redeveloper. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota

State laws, state law shall control. The Redeveloper shall comply with the conflict of interest provisions of Minnesota Statutes, Sections 471.87-471.88.

d. Contractor and Subcontractor Compliance. The Redeveloper shall comply with and shall cause all contractors and subcontractors to comply with all applicable state and federal laws, and to the extent applicable to the Redeveloper, the Grant Agreement. The Redeveloper shall require all contractors and subcontractors performing work covered by the Loan to obtain all required permits, licenses and certifications and comply with all applicable state and federal Occupational Safety and Health Act regulations.

e. Site Compliance. The Redeveloper shall meet or require to be met all applicable requirements of:

(1) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and

(2) The Council's *2030 Water Resources Management Policy Plan* and the local water management plan for the jurisdiction within which the Property is located.

f. Fair Housing Compliance. The Redeveloper shall comply in all respects with the affordability and fair housing marketing plan requirements set forth in Article 3 of the Grant Agreement.

## **ARTICLE XI**

### **RECORDS AND REPORTS**

Upon request, the Redeveloper shall submit to the City a full account of the status of the activities undertaken as part of this Agreement. The following records shall be maintained by the Redeveloper, copies of which shall be submitted in such form as City staff may prescribe:

a. All receipts and invoices relating to expenditure of Loan funds.

b. Records shall be sufficient to reflect all costs incurred in performance of the Loan. The books, records, documents, and accounting procedures, relevant to the Loan shall be subject to examination by the City, the Council and state agencies and the legislative auditor.

## **ARTICLE XII**

### **AMENDMENT**

This Agreement shall not be amended or modified without the prior written approval of the City and the Redeveloper.

## **ARTICLE XIII**

### **INCORPORATION OF GRANT AGREEMENT**

The Redeveloper acknowledges and agrees that all terms, conditions and obligations contained in the Grant Agreement are incorporated herein, and made a part of this Agreement. In addition to the terms,

conditions and obligations described herein, the Redeveloper further acknowledges, accepts and assumes all of the City's obligations described in the Grant Agreement, unless such obligations can only be reasonably performed by the City, including but not limited to, the obligation to repay the LCDA Grant if required by the Council. For purposes of enforcing this Agreement, the Redeveloper acknowledges, accepts and agrees that the City shall inure to, and possess the rights and authority of the Council as described in the Grant Agreement.

#### **ARTICLE XIV**

#### **MORTGAGE SATISFACTION**

To secure the repayment of the Land Loan which will be used by the Redeveloper to reimburse a portion of the cost of purchasing the Redevelopment Property located at 7532 Morgan Avenue South, Richfield, Minnesota, the Redeveloper will execute and deliver to the City a Combination Mortgage and Security Agreement (the "Mortgage"), providing the City with a secured interest in the mortgaged property. The Land Loan Mortgage will be satisfied by the City once the Project has been completed and receives a Certificate of Occupancy from the City.

#### **ARTICLE XV**

#### **MISCELLANEOUS**

a. Notices. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Redeveloper: Minnesota Independence College and Community  
7501 Logan Avenue South, Suite 2A  
Richfield, MN 55423  
Attn: Executive Director

If to City: City of Richfield, Minnesota  
6700 Portland Avenue South  
Richfield, MN 55423  
Attn: Community Development Director

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other parties as above provided.

b. Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon the Redeveloper and the City and their respective successors and assigns. No delay on the part of the City in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of the City specified in this Agreement shall be in addition to and not exclusive of any other right and remedies which the City, by operation of law, would otherwise have.

c. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties made in this Agreement by the Redeveloper shall survive its termination.

d. Governing Law. This Agreement and the attachments are to be construed and enforced according to and governed by the laws of the State of Minnesota.

e. Counterparts, Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original. An electronic or facsimile signature is deemed to be the same as an original signature.

f. Time. Time is of the essence in the performance of this Agreement.

g. Entire Agreement. This Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promise made by any party or by any employee, officer or agent of any party hereto that is not in writing and signed by all the parties to this Agreement shall be binding.

h. No Joint Venture. The relationship between the City and the Redeveloper is solely that of grantor and grantee and the relationship by and between the City and the Redeveloper is not, nor shall it be deemed to create, a partnership or joint venture in the Project.

i. Venue. All matters whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Redeveloper agrees that all legal actions initiated by the Redeveloper with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Hennepin County, District Court.

j. Attorneys' Fees and Expenses. In the event the Redeveloper should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of the Redeveloper, the Redeveloper will on demand pay to the City the reasonable fee of such attorneys and such other expenses so incurred, but only in the event the City prevails in pursuing such claims.

k. Assignment. This Agreement may not be assigned by the Redeveloper without the prior written consent of City, which consent shall be in the sole discretion of the City.

(The remainder of this page is intentionally left blank.)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and year first above written.

**MINNESOTA INDEPENDENCE COLLEGE AND  
COMMUNITY**, a Minnesota nonprofit corporation

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

Its: \_\_\_\_\_

**CITY OF RICHFIELD, MINNESOTA**

By: \_\_\_\_\_  
Maria Regan Gonzalez  
Its Mayor

By: \_\_\_\_\_  
Katie Rodriguez  
Its City Manager

## **EXHIBIT A**

### **GRANT ELIGIBLE ACTIVITIES**

Grant-Eligible Activities include those costs outlined in the Grant Agreement including:

\$75,000 for Stormwater Management: underground retention, landscaping

\$400,000 for Site Acquisition

\$300,000 for Site Preparation: grading and soil correction, demolition

\$340,000 for Placemaking Spaces: public art, lighting, sidewalks, landscaping, furnishings and wayfinding,  
community recreation areas

\$20,000 for Holding Costs

\$15,000 for Bike Racks, Storage, Fix-it Stations

\$60,000 for Architecture/Engineering

**EXHIBIT B**

Grant Agreement

**EXHIBIT C**

**DISBURSEMENT REQUEST FORM**

City of Richfield, Minnesota  
6700 Portland Avenue South  
Richfield, MN 55423  
Attn: Community Development Director

The undersigned, Minnesota Independence College and Community (the “Redeveloper”) pursuant to that certain Loan Agreement, dated as of \_\_\_\_\_, 2022 between the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (“City”), and the Redeveloper, hereby requests payment of the expenses listed on the attached Expense Listing.

The total amount to be disbursed for this draw is \$\_\_\_\_\_.

In connection with this draw, the undersigned hereby represents as follows:

- a. each obligation listed in the attached Exhibit II has been incurred and is a Project Cost related to the Grant-Eligible Activities,
- b. no license or permit necessary for construction of the Grant-Eligible Activities previously issued has been revoked or the issuance thereof subjected to challenge before any court of other governmental authority having or asserting jurisdiction thereover;
- c. no event has occurred and is continuing which, but for the giving of notice, the expiration of any cure period, or both, would constitute an event of default under the Loan Agreement or the Grant Agreement;
- d. all funds of the Redeveloper’s match, if any, have been fully disbursed for the payment of Project Costs; and
- e. \_\_\_\_\_% of the Grant-Eligible Activities have been completed.

**MINNESOTA INDEPENDENCE COLLEGE AND COMMUNITY**, a Minnesota nonprofit corporation

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

Its: \_\_\_\_\_

Approved:

**CITY OF RICHFIELD, MINNESOTA**

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

\_\_\_\_\_  
Its Community Development Director

Exhibit II  
Expense Listing

Expense Description

Amount

**EXHIBIT D**

**LEGAL DESCRIPTION**

The land referred to is situated in the State of Minnesota, County of Hennepin, and is described as follows:

[Insert Legal Description]

RC125-388 (JAE)  
809915v1

## **COMBINATION MORTGAGE AND SECURITY AGREEMENT**

**THIS MORTGAGE SECURES A LAND LOAN MADE UNDER AN AFFORDABLE HOUSING PROGRAM BY A STATE OR LOCAL GOVERNMENT AGENCY, AND AS SUCH IS EXEMPT FROM MORTGAGE REGISTRATION TAX PURSUANT TO MINNESOTA STATUTES SECTION 287.04(F).**

THIS COMBINATION MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the “Mortgage”) is made and given as of the \_\_\_ day of \_\_\_\_\_, 2022, by MINNESOTA INDEPENDENCE COLLEGE AND COMMUNITY, a Minnesota nonprofit corporation (the “Mortgagor”), in favor of the CITY OF RICHFIELD, MINNESOTA, a home rule city, municipal corporation, and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota (hereinafter designated as “Mortgagee”).

### **RECITALS:**

WHEREAS, Mortgagor hereby mortgages and conveys to Mortgagee the real property and improvements situated in the County of Hennepin, State of Minnesota, and legally described on EXHIBIT A attached hereto and made a part hereof, the leases and rents with respect to the real property and improvements and all personal property and equipment, and all products and proceeds thereof owned by Mortgagor and used in the operation of the Project (as defined in the Loan Agreement) (herein, collectively the “Property”); and

WHEREAS, this Mortgage, together with the Loan Agreement (the “Loan Agreement”) of even date herewith between the Mortgagor and the Mortgagee and all other documents securing the Loan as defined below (collectively, the “Loan Documents”) are given in consideration of and as security for the payment of One Million Two Hundred Ten Thousand and No/100 Dollars (\$400,000) (the “Land Loan”), receipt of which is hereby acknowledged and which is made to enable Mortgagor to complete the Grant-Eligible Activities (as defined in the Loan Agreement).

### **AGREEMENTS:**

NOW, THEREFORE, to secure (a) the due and punctual payment of principal of the Land Loan and the obligations of Mortgagor under the Loan Agreement and all renewals, extensions and modifications thereof any agreements or obligations issued in substitution therefore (provided the principal amount secured by this Mortgage shall not exceed \$400,000.00) and (b) the performance of all the covenants and agreements of Mortgagor herein, in the Loan Agreement and in any other agreement now or hereafter entered into between the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein (the payment and other obligations evidenced by the Loan

Agreement, this Mortgage and all such other agreements are hereinafter collectively referred to as the “Indebtedness”), the Mortgagor does hereby mortgage, grant, bargain, sell, assign, transfer and convey unto the Mortgagee forever, with power of sale the following:

I.

All of Mortgagor’s right, title and interest in and to the Property and the buildings, structures, other improvements, fixtures and personal property now standing or at any time hereafter constructed or placed upon the Property (the “Improvements”), including but not limited to (i) all building materials, supplies and equipment now or hereafter located on the Property and suitable or intended to be incorporated in any Improvements located or to be erected on the Property, (ii) all heating, plumbing and lighting apparatus, motors, engines and machinery, electrical equipment, incinerator apparatus, air-conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be placed or used upon the Property or in any of the Improvements now or hereafter located thereon, (iii) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to and of any and all of the foregoing, (iv) all hereditaments, easements, appurtenances; estates, and other rights and interests now or hereafter belonging to or in any way pertaining to the Property or to any of the Improvements now or hereafter located thereof, and (v) all tangible personal property owned by the Mortgagor and now or at any time hereafter located on or relating to the Property.

II.

All rents, issues, profits, condemnation awards, revenues and income arising from the ownership, operation or sale of the Property and the Improvements and all proceeds and products thereof (herein collectively called “Revenues and Income”).

To Have and To Hold the Property and the Improvements (together the “Mortgaged Property”), and the Revenues and Income unto the Mortgagee forever; provided, nevertheless, that this Mortgage is granted upon the express condition that if the Mortgagor shall cause to be paid to the Mortgagee as and when due and payable the Indebtedness, and shall also keep and perform each and every covenant and agreement of Mortgagor herein contained, then, this Mortgage and the estate hereby granted shall cease and be and become void and shall be released of record at the expense of the Mortgagor; otherwise this Mortgage shall be and remain in full force and effect.

The Mortgagor represents, warrants and covenants to and with the Mortgagee that Mortgagor is lawfully seized of the Property and has good right and full power and authority to execute this Mortgage and to mortgage the Mortgaged Property; that the Mortgagor owns the Mortgaged Property free from all liens; security interests and encumbrances except as agreed to by Mortgagee (the “Permitted Encumbrances”); that the Mortgagor will warrant and defend the title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, except the Permitted Encumbrances. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage and shall run with the Property.

The Mortgagor further covenants and agrees as follows:

1. Payment of the Indebtedness and Compliance with Other Agreements.

(a) Mortgagor will cause the principal on the Indebtedness to be duly and punctually paid in accordance with the terms of the Loan Agreement and this Mortgage, when and as due and payable. The provisions of the Loan Agreement are hereby incorporated by reference into this Mortgage as fully as if set forth at length herein.

(b) Mortgagor will duly and punctually perform each and every obligation under the Loan Agreement and any other agreement on or hereafter entered into by the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein.

2. Payment of Taxes, Assessments and Other Charges; Escrow. Subject to paragraph 6 relating to contests, the Mortgagor shall pay before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, except that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. Mortgagor shall likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Indebtedness secured hereby, provided that the Mortgagor shall not be obliged to pay such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Indebtedness secured hereby; and provided further that nothing herein contained shall be construed as requiring Mortgagor to pay any net income, profits or revenues taxes of the Mortgagee. Mortgagor shall promptly furnish to the Mortgagee all notices received by the Mortgagor of amounts due under this paragraph and shall furnish receipts evidencing such payments within 10 days after such payments are made.

3. Payment of Utility Charges. Subject to paragraph 6 relating to contests, the Mortgagor shall pay all charges made by utility companies, whether public or private, for electricity, gas, heat, water, or sewer, furnished or used in connection with the Mortgaged Property or any part thereof, and will upon written request of Mortgagee, furnish proper receipts evidencing such payment.

4. Liens. Subject to paragraph 6 hereof relating to contests, the Mortgagor shall not create, incur or suffer to exist any lien, encumbrance or charge on the Mortgaged Property or Revenues and Income or any part thereof which may have priority over the lien hereof, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable, and other than any lien granted in connection with the current financing secured by the Property, and Permitted Encumbrances. Subject to paragraph 6 relating to contests, Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

5. Compliance with Laws. Subject to paragraph 6 relating to contests, Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof. Mortgagor shall not use or occupy nor permit the use and occupancy of the Property without a current Certificate of Occupancy issued by the City of Richfield.

6. Permitted Contests. The Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 2 hereof, (ii) pay any charges referred to in paragraph 3 hereof, (iii) discharge or remove any lien, encumbrance or charge referred to in paragraph 4 hereof, or (iv) comply with any statute, law, rule, order, regulation or ordinance referred to in paragraph 5 hereof, so long as Mortgagor shall (a) contest, in good faith, the existence, or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrance or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof, and (b) shall give such security to the Mortgagee as may be reasonably demanded by the Mortgagee to insure compliance with the foregoing provisions of this paragraph 6. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 6.

7. Insurance. The Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire and any other hazards for which the Mortgagee requires insurance for full replacement value of the improvements. If the Mortgagor fails to maintain coverage described above, the Mortgagee may, at the Mortgagee's option, obtain coverage to protect the Mortgagee's rights in the Mortgaged Property in accordance with paragraph 6.

All insurance policies and renewals shall be reasonably acceptable to the Mortgagee and shall include a standard mortgage clause. If the Mortgagee requires, the Mortgagor shall promptly give to the Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor.

If the Mortgaged Property is acquired by the Mortgagee, the Mortgagor's rights to any insurance policies and proceeds resulting from damage to the Mortgaged Property prior to the acquisition shall pass to the Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

8. Preservation and Maintenance of Mortgaged Property. Mortgagor (i) shall keep the buildings and other Improvements hereafter erected as part of the Project on the Property in safe and good repair and condition, ordinary wear and tear and damage by insured casualty excepted (provided that Mortgagor may proceed to demolish the existing buildings when vacant), (ii) shall reasonably maintain the parking and landscaped areas of the Mortgaged Property, (iii) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, and (iv) shall not remove from the Property any of the fixtures and personal property included in the Mortgaged Property unless the same is immediately replaced with like property of at least equal value and utility (provided that Mortgagor may proceed to demolish and remove all existing personal property and fixtures located on the Property).

9. Inspection. The Mortgagee, or its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purposes of inspecting the Mortgaged Property or any part thereof. The Mortgagee shall, however, have no duty to make such inspection.

10. Protection of Mortgagee's Security. Subject to the rights of the Mortgagor under paragraph 6 hereof, if the Mortgagor fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then the Mortgagee, at Mortgagee's option, upon advance written notice to Mortgagor, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) effective upon the occurrence of an Event of Default, to enter upon the Mortgaged Property as the Mortgagor's agent in the Mortgagor's name to perform any and all covenants and agreement to be performed by the Mortgagor as herein provided. Any amounts disbursed or incurred by the Mortgagee pursuant to this paragraph 10, shall become additional Indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Indebtedness or by the Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph 10 shall require the Mortgagee to incur any expense or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this paragraph 10.

11. Condemnation.

(a) Mortgagor hereby irrevocably assigns to the Mortgagee any award or payment which becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings (hereinafter called "Taking"). Forthwith upon receipt by Mortgagor of notice of the institution of any proceeding or negotiations for a Taking, Mortgagor shall give notice thereof to Mortgagee. Mortgagee may appear in any such proceedings and participate in any such negotiations and may be represented by counsel. Mortgagor, notwithstanding that Mortgagee may not be a party to any such proceeding, will promptly give to Mortgagee copies of all notices, pleadings, judgments, determinations, and other papers received by Mortgagor therein. Mortgagor will not enter into any agreement permitting or consenting to the Taking of the Mortgaged Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless Mortgagee shall first have consented thereto in writing, which consent will not be unreasonably withheld. All Taking awards shall be adjusted jointly by Mortgagor and Mortgagee. All awards payable as a result of a Taking shall be paid to Mortgagee, which may, at its option, apply them after first deducting Mortgagee's expenses incurred in the collection thereof, to the payment of the Indebtedness, whether or not due and in such order of application as Mortgagee may determine, or to the repair or restoration of the Mortgaged Property, in such manner as Mortgagee may determine. Any application of Taking awards to principal of the Indebtedness shall not extend or postpone the due date of the installments payable under the Indebtedness or change the amount of such installments.

(b) If the Taking involves a taking of any building or other Improvements now or hereafter located on the Property, Mortgagor shall proceed, with reasonable diligence, to demolish and remove any ruins and complete repair or restoration of the Mortgaged Property as nearly as possible to its size, type and character immediately prior to the Taking, but only to the extent that the condemnation awards are available or adequate to complete such repair or restoration.

(c) Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expense (including reasonable attorneys' fees) incurred in the collection of awards.

12. Information; Books and Records. Mortgagor will prepare or cause to be prepared at Mortgagor's expense and deliver to Mortgagee immediately upon becoming aware of the existence of any condition or event which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default, written notice specifying the nature and period of existence thereof and what action Mortgagor have taken, is taking or proposes to take with respect thereto. Mortgagor shall keep and maintain at all times at Mortgagor's address stated below or at such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records in sufficient detail to reflect the receipts and expenses in connection with the acquisition, construction, operation and/or sale of the Mortgaged Property and copies of all written contracts, leases and other instruments which affect the Mortgaged Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection by the Mortgagee or its representative during ordinary business hours.

13. Indemnification by the Mortgagor. The Mortgagor shall bear all loss, expense (including reasonable attorneys' fees) and damage in connection with, and agrees to indemnify and hold harmless the Mortgagee and its agents, servants and employees (the "Indemnified Parties") from, all claims, demands and judgments made or recovered against the Indemnified Parties because of bodily injuries, including death at any time resulting therefrom, and/or because of damages to property of the Mortgagee or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the construction and/or operation of the Improvements prior to appointment of a receiver or foreclosure of this

Mortgage or arising by reason of the presence of hazardous or toxic substances on the Property or in the Improvements or releases thereof from the Mortgaged Property, whether or not due to any act of omission or commission, including negligence of the Mortgagor or Mortgagor's employee, servants or agents. The Mortgagor's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Mortgagor or subject to any exclusion from coverage in any insurance policy. The obligations of the Mortgagor under this paragraph shall survive the payment of the Land Loan. Provided, however, that Mortgagor shall not be required to indemnify, defend, and hold harmless the Indemnified Parties from and against any of the foregoing if such claims, demands, losses, expenses, and/or judgements made or recovered against or suffered by the Indemnified Parties are the result of the gross negligence of intentional misconduct of such Indemnified Parties.

14. Security Interest. This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) the tangible personal property and fixtures included in the Mortgaged Property (as more particularly described in Granting Clause I of this Mortgage) and the Revenues and Income (as more particularly described in Granting Clause II). The Mortgagor will from time to time, at the request of the Mortgagee, execute any and all financing statements covering such personal property and fixtures (in a form satisfactory to the Mortgagee) which the Mortgagee may reasonably consider necessary or appropriate to perfect its interest.

15. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

(a) Mortgagor shall fail to pay any obligation payable under the Loan Agreement which is not cured within ten (10) business days after written notice from Mortgagee.

(b) Mortgagor shall fail duly to perform or observe any of the covenants or agreements contained in this Mortgage (other than default in the performance, or breach, of any covenant of the Mortgagor in paragraph 1(a) hereof) and such failure shall continue for a period of sixty (60) days after the Mortgagee has given written notice to the Mortgagor specifying such default or breach.

(c) Mortgagor shall make assignment for the benefit of Mortgagor's creditors, or shall admit in writing Mortgagor's inability to pay Mortgagor's debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation or shall file an answer admitting to or not contesting the material allegations of petition filed against the Mortgagor in such proceedings, or shall not, within 90 days after the filing of such petition against the Mortgagor, have same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of the Mortgagor's properties or of the Mortgaged Property or shall not, within 90 days after the appointment (without the Mortgagor's consent or acquiescence) of a trustee, receiver or liquidator of any material part of the Mortgagor's properties or of the Mortgaged Property, have such appointment vacated.

(d) An Event of Default under the Loan Agreement (as defined in the Loan Agreement) shall have occurred and be continuing or the Mortgagor shall be in default under any other agreement now or hereafter entered into by the Mortgagor and the Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein after expiration of any applicable cure periods.

16. Remedies. Whenever any Event of Default shall have occurred and be subsisting, the Mortgagee may, at its option, exercise one or more of the following rights and remedies (and/or any other rights and remedies available to it):

(a) Mortgagee may, by written notice to the Mortgagor, declare immediately due and payable all Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

(b) Mortgagee shall have and may exercise with respect to all personal property and fixtures which are part of the Mortgaged Property and with respect to the Revenues and Income all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Minnesota. If notice to the Mortgagor of the intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor (in the manner specified in paragraph 20) at least ten (10) calendar days prior to the date of intended disposition. Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in exercising such rights and remedies, including without limitation, reasonable attorneys' fees and legal expenses.

(c) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of Minnesota in such case made and provided, power being expressly granted to sell the Mortgaged Property at public auction and convey the same to the purchaser in tenant interest or in fee simple as the case may be of the Mortgagor's interest in the Property at the time of such sale and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees the Mortgagor agree to pay.

THE MORTGAGOR HEREBY CONSENTS TO AND ACKNOWLEDGES THE RIGHT OF THE MORTGAGEE, AT MORTGAGEE'S OPTION, TO ACT TO FORECLOSE THIS MORTGAGE BY ACTION OR ADVERTISEMENT PURSUANT TO MINNESOTA STATUTES CHAPTERS 580 OR 581. A POWER OF SALE BEING HEREIN EXPRESSLY GRANTED WHICH SHALL ALLOW THE MORTGAGEE TO SELL AT PUBLIC AUCTION AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PROPERTY, MORTGAGOR ACKNOWLEDGES THAT SUCH SERVICE NEED NOT BE MADE ON THE MORTGAGOR PERSONALLY UNLESS THE MORTGAGOR IS AN OCCUPANT OF THE MORTGAGED PROPERTY AND THAT NO HEARING IS REQUIRED IN CONNECTION WITH THE SALE. MORTGAGOR EXPRESSLY WAIVES ANY AND ALL RIGHTS TO PRIOR NOTICE OF SALE AND ANY AND ALL RIGHTS TO PRIOR HEARING IN CONNECTION WITH THE SALE. OUT OF THE PROCEEDS OF SUCH SALE THE PRINCIPAL AMOUNT OF THE LAND LOAN SHALL BE PAID TOGETHER WITH ALL LEGAL COSTS AND CHARGES OF FORECLOSURE WITH MAXIMUM ATTORNEY'S FEES PERMITTED BY LAW.

(d) The Mortgagee shall be entitled, without notice and without any showing of waste of the Mortgaged Property, inadequacy of the Mortgaged Property as security for the Indebtedness, or insolvency of the Mortgagor, to the appointment of a receiver of the rents and profits of the Mortgaged Property, including those past due.

(e) Mortgagee may pursue one or more of the remedies provided for in the Loan Agreement or any other agreement now or hereafter entered into between the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated herein.

17. Estoppel Certificate. Mortgagor agrees at any time and from time to time, upon not less than fifteen (15) days' prior notice by Mortgagee, to execute, acknowledge and deliver, without charge, to Mortgagee or to any person designated by Mortgagee, a statement in writing certifying, to the best of its knowledge, that this Mortgage is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), the principal amount then secured hereby, that Mortgagor has not received any notice of default or notice of acceleration or foreclosure of this Mortgage (or if Mortgagor has received such a notice, that it has been revoked, if such be the case), that to the knowledge of Mortgagor no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case), the Mortgagor to Mortgagor's knowledge have no claims or offsets against Mortgagee (or if Mortgagor have any such claims, specifying the same), and the dates to which the principal and the other sums and charges payable by Mortgagor pursuant to the Loan Agreement have been paid. In the event Mortgagor fails to execute, acknowledge and deliver such statement within the time above required, Mortgagor hereby appoint and constitute Mortgagee as Mortgagor's attorney-in-fact to do so (which power of attorney is coupled with an interest and is irrevocable), the Mortgagor shall be fully bound by any such statement executed by Mortgagee on Mortgagor's behalf to the same extent as if Mortgagor had executed, acknowledged and delivered the same.

18. Forbearance Not a Waiver, Rights and Remedies Cumulative. No delay by the Mortgagee in exercising any right shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by the Mortgagee of any particular provision of this Mortgage shall be deemed effective unless in writing signed by the Mortgagee. All such rights and remedies provided for herein or which the Mortgagee may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises. The Mortgagee's taking action pursuant to paragraph 10 or receiving proceeds, awards or damages pursuant to paragraph 7 or 11 shall not impair any right or remedy available to the Mortgagee under paragraph 16 hereof. Acceleration of maturity of the Indebtedness, once claimed hereunder by the Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to- that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity of the Indebtedness.

19. Successors and Assigns Bound; Number; Gender; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assignees of the Mortgagee and the Mortgagor. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall apply to all genders. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractor as authorized by Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

20. Notice. Any notice from the Mortgagee to the Mortgagor under this Mortgage shall be deemed to have been given by the Mortgagee and received by the Mortgagor when mailed by certified mail by the Mortgagee or its agents to the Mortgagor at the address set forth in paragraph 26(a) below or at such other address as the Mortgagor may designate in writing to the Mortgagee.

21. Governing Law; Severability. This Mortgage shall be governed by the laws of the State of Minnesota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions and to this end the provisions of the Mortgage are declared to be severable.

22. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Waiver of Marshaling. Mortgagor, any party who consents to this Mortgage and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein and waives any right to have the Mortgaged Property sold in separate tracts pursuant to Section 580.08, Minnesota Statute.

24. Application of Rents. Notwithstanding anything to the contrary herein, all Rents collected by the Mortgagee or any receiver each month shall be applied as determined by Mortgagor, or as otherwise determined by applicable law.

25. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property (as more particularly described in Granting Clause I of this Mortgage) which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Mortgagor:

Minnesota Independence College and Community  
7501 Logan Avenue South, Suite 2A  
Richfield, MN 55423  
Attn: Executive Director

(b) Name and Address of Secured Party:

City of Richfield, Minnesota  
6700 Portland Avenue South  
Richfield, MN 55423  
Attention: Community Development Director

(c) This document covers goods which are or are to become fixtures.

(d) The Mortgagor's federal organizational identification number is \_\_\_\_\_.

26. Additional Provisions.

(a) Mortgagee agrees, notwithstanding any other provision herein to the contrary, that in the event of a foreclosure of the Property, that no tenant may be evicted or tenancy terminated (other than for good cause), and the rent on no apartment unit may be increased, for the three year period following foreclosure if such eviction, termination of tenancy or increase in rent would be contrary to the provisions of Section 42(h)(6)(E) of the Internal Revenue Code of 1986, as amended. This Mortgage is expressly subordinate to this provision.

(b) This Mortgage shall be construed according to the laws of the State of Minnesota.

(c) In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part hereof, Mortgagor shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that no material default then exists under the Loan Documents. If the casualty or condemnation affects only part

of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Land Loan in a manner that provides adequate security to Mortgagee for repayment of the remaining balance of the Land Loan.

(d) The Mortgagor will permit the Mortgagee's authorized representatives to enter the Property at all times during normal business hours for the purpose of inspecting the same; provided the Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.

(e) Mortgagor hereby agrees to defend, indemnify, and hold harmless Mortgagee from and against any and all claims, losses, damages, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees) incurred by Mortgagee as a result of any hazardous materials or substances which are on the Property in violation of applicable environmental laws at any time during which Mortgagor shall be in custody or control of the Property; and this indemnification shall remain in full force and effect and shall survive the repayment of the Land Loan and the exercise of any remedy by the Mortgagee hereunder including a foreclosure of the Mortgage or the acceptance of a deed in lieu of foreclosure.

(f) Mortgagor shall have the right and privilege, but not the obligation, to borrow additional funds and to further encumber the security and collateral given and pledged to Mortgagee hereunder at any time, from time to time, and as often as Mortgagor shall determine, but only with the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, delayed and conditioned, except for the Permitted Encumbrances identified in EXHIBIT B.

(g) If the Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, subject to any applicable cure periods, or if any action or proceeding is commenced which effects the Property or the interest of the Mortgagee therein, or the title thereto, then the Mortgagee, at Mortgagee's option, upon sixty (60) days advance written notice to Mortgagor, may perform such covenants and agreements to defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) effective sixty (60) days after written notice, to enter upon the Property as the Mortgagor's agent in the Mortgagor's name to perform any and all covenants and agreements to be performed by the Mortgagor as herein provided. Any amounts disbursed or incurred by the Mortgagee pursuant to this paragraph shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the indebtedness or by the Mortgagee under the provisions hereof, and any such subrogation rights shall require the Mortgagee to incur any expense or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this paragraph.

27. Subordination. The Mortgagee agrees to subordinate its rights under this Mortgage to the holder of any mortgage securing the Property relating to the construction or permanent financing, under terms and conditions reasonably acceptable to the Mortgagee. Any subordination agreement must be approved by the City Council.

MORTGAGOR ACKNOWLEDGES THAT THIS IS A LEGAL DOCUMENT AND THAT BEFORE SIGNING MORTGAGOR HAS FULLY UNDERSTOOD THE TERMS AND CONDITIONS HEREIN, AND THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER OR HAS SOUGHT

LEGAL COUNSEL TO EXPLAIN SUCH TERMS AND CONDITIONS, RIGHTS AND THE WAIVER OF SUCH RIGHTS.

28. Satisfaction of Mortgage. This Mortgage will be satisfied by the City once the Project has been completed and receives a Certificate of Occupancy from the City.



**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to is situated in the State of Minnesota, County of Hennepin, and is described as follows:

[Insert Legal Description]

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

[Insert]

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
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<b>GRANTEE:</b> City of Richfield		<b>GRANT NO.</b> SG- 16716
<b>PROJECT:</b> Minnesota Independence College and Community		
<b>GRANT AMOUNT:</b> \$ 1,210,000	<b>FUNDING CYCLE:</b> 2021	
<b>COUNCIL ACTION:</b> January 26, 2022	<b>EXPIRATION DATE:</b> December 31, 2024	

**METROPOLITAN LIVABLE COMMUNITIES ACT  
GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County, or Development Authority identified above as “Grantee.”

**WHEREAS**, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

**WHEREAS**, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

**WHEREAS**, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

**WHEREAS**, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

**WHEREAS**, the Council awarded Livable Communities Demonstration Account grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will have “commenced” before the Expiration Date.

**NOW THEREFORE**, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

**I. DEFINITIONS**

**1.01. Definition of Terms.** The terms defined in this Section have the meanings given them in this Section unless otherwise provided or indicated by the context.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
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- (a) **Commenced.** For the purposes of Sections 2.08 and 5.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account funds.
- (c) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (d) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (h) **Project.** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, “Project” means the development or redevelopment project identified in the application for Demonstration Account funds for which grant funds were requested that through its design and execution will deliver benefits such as housing, connections, and jobs to the region. Grant-funded activities typically are components of the Project.

**II. GRANT FUNDS**

**2.01. Source of Funds.** The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from State or federal sources.

**2.02 Total Grant Amount.** The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
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Demonstration Account grant funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

**2.03. Authorized Use of Grant Funds.** The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account grant funds. The grant funds may be used for reimbursement of real estate acquisition costs if: (a) the property was purchased within the twelve-month period preceding the date by which the LCDA Development grant program applications for the Funding Cycle were due; (b) the real estate was purchased by the Grantee or by a not-for-profit or a socially responsible developer; and (c) the Project will lead to the development of affordable housing or will result in jobs retained, created, or made more accessible to low-income and underserved populations, including opportunities for entrepreneurship. Property holding costs are an eligible use of grant funds but may not exceed five percent (5%) of the amount of the grant funds awarded for property acquisition or \$100,000, whichever is less. A Project summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

**2.04. Ineligible Uses.** Grant funds must be used for costs directly associated with the specific proposed Project activities and shall not be used for “soft costs” such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses, or authorization fees; costs associated with preparing other grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Except as provided in Section 2.03, grant funds may not be used for costs of Project activities that occurred prior to the Council Action, unless specifically included in the Project Summary or otherwise approved by Council Action. A detailed list of ineligible and eligible costs is available from the Council’s Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

**2.05. Loans for Low-Income Housing Tax Credit Projects.** If consistent with the application and the Project activities described or identified in Attachments A and B or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit project, subject to the terms and conditions stated in Sections 2.03 and 2.04 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT**  
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Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area.

- (b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.
- (c) The Grantee will submit annual written reports to the Council that certify: (1) the grant funds continue to be used for the Project for which the grant funds were awarded; and (2) the Project is a “qualified low-income housing project” under Section 42 of the Internal Revenue Code of 1986, as amended. This annual reporting requirement is in addition to the reporting requirements stated in Section 4.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, the Grantee will submit the annual certification reports during the initial “compliance period” and any “extended use period,” or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee.
- (d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term “Project Owner” means the current Project Owner and any Project Owner successor(s).
- (e) Pursuant to Section 2.04, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner, or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property, or other resources of the Grantee; or (3) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council will not make the grant funds available to the Grantee in a lump sum payment but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.
- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents, and warrants to the Council that the Grantee’s loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.
- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) when the Project Owner becomes obligated to repay the Grantee’s loan or defaults on the Grantee’s loan; (2) when the initial thirty-year “compliance period” expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an

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“extended use period”; and (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project Owner’s repayment obligations under its loan agreement with the Grantee. The Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent housing finance agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan. At its discretion, the Council may: (1) permit the Grantee to use the loan repayment from the Project Owner to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

- (h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee will: (1) use the interest earnings or income only for the purposes of implementing the Project activities for which the grant was awarded; or (2) remit the interest earnings or income to the Council. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

**2.06. Revolving Loans.** If consistent with the application and the Project summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments), or otherwise make the grant funds available on a “revolving” basis for the purposes of implementing the Project activities described or identified in Attachments A and B. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The Council will determine the form and content of the report. This annual reporting requirement is in addition to the reporting requirements stated in Section 4.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee. At its discretion, the Council may: (a) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (b) require the Grantee to remit the grant funds to the Council.

**2.07. Restrictions on Loans or Grants to Subrecipients.** The Grantee shall not permit any subgrantee or subrecipient to use the grant funds for loans or grants to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.07 shall be included in all subgrant and subrecipient agreements.

**2.08. Project Commencement and Changes.** The Project for which grant funds were requested must be “commenced” prior to the Expiration Date. If the grant funds will be used only for land acquisition and holding costs as authorized by Section 2.03 and will not be used for any other grant-eligible activities, the property acquired for the Project must be purchased prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of

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significant changes to either the Project or grant-funded activities described or identified in Attachments A and B.

**2.09 Budget Variance.** The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

**2.10. Loss of Grant Funds.** The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

**2.11. Payment Request Forms, Documentation, and Disbursements.** The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's authorized agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that the eligible grant-funded Project activities (or a portion thereof) for which reimbursement has been requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient documentation of grant-eligible expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement. Payment requests must include the following documentation:

Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates, quantities, and a description of the goods or services provided. Subcontractor markups shall not exceed ten percent (10%).

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The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.11, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE PARTICIPATING MUNICIPALITY HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

**2.12. Interest Earnings.** If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachments A and B.

**2.13. Effect of Grant.** Issuance of this Grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

**III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING**

**3.01. Affordability Term.** If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this Section may be satisfied if other Project funding sources (*e.g.*, the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD")) or state or federal laws (*e.g.*, low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this Section, "affordable housing unit" means a unit that is affordable to households at sixty percent (60%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than sixty percent (60%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this Section shall survive the expiration or termination of this Agreement.

**3.02. Affirmative Fair Housing Marketing Plans.** If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for all Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD") or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

**3.03. Section 8 Housing Choice Vouchers.** If the Project is a housing project, or includes housing units (whether market rate or affordable), and the Grantee stated in its application that Project housing units would be made available to households participating in the federal Housing Choice Voucher program, the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements a policy under which the Project owner will not refuse to lease Project units to households or individuals participating in the Housing Choice Voucher

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program because those households or individuals are Housing Choice Voucher program participants. The Housing Choice Voucher requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

**3.04. Fair Housing Policy.** If the Project will include a housing component, the governing body of the participating municipality must have adopted a Fair Housing Policy. For the purposes of this section, the term “Fair Housing Policy” means a written statement regarding the participating Municipality’s commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metro council.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

**IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS**

**4.01. Accounting and Records.** The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

**4.02. Audits.** The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee’s premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

**4.03. Report Requirements.** The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachments A and B. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee also must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report will be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.05 and 2.06 shall survive the expiration or termination of this Agreement.

**4.04. Environmental Site Assessment.** The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental

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assessment or review is appropriate for the scope and nature of the Project activities funded by this Grant, and that any environmental issues have been or will be adequately addressed.

**V. AGREEMENT TERM**

**5.01 Term.** This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. The term of this agreement shall extend from the Effective Date of this Agreement to a date one hundred and twenty (120) calendar days following the end of the Project Period Expiration Date to permit close out of this Agreement.

**5.02. Termination.** This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

**5.03. Amendments and Extension.** The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

**VI. GENERAL PROVISIONS**

**6.01. Equal Opportunity.** The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

**6.02. Conflict of Interest.** The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT**  
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**6.03. Liability.** Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this Grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 15B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this Section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

**6.04. Acknowledgments and Signage.** The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

*Financing for this project was provided by the Metropolitan Council  
Metropolitan Livable Communities Fund*

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

**6.05. Permits, Bonds, and Approvals.** The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization, and approval requirements of federal, state, local governmental, and regulatory agencies, including conservation districts.

**6.06. Subgrantees, Contractors, and Subcontractors.** The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Grant comply with all applicable state and federal Occupational Safety and Health Act regulations. If the Project for which the grant funds were awarded includes affordable units, the Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT**  
**DEVELOPMENT GRANT PROGRAM**

**6.07 Stormwater Discharge and Water Management Plan Requirements.** If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2040 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

**6.08. Authorized Agent.** Payment request forms, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Samuel F Johnson  
Metropolitan Council  
CD & MTS Finance and Administration  
390 Robert Street North  
Saint Paul, Minnesota 55101-1805  
[Samuel.johnson@metc.state.mn.us](mailto:Samuel.johnson@metc.state.mn.us)

**6.09. Non-Assignment.** Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

**6.10. Authorization to Reproduce Images.** The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

**6.11. Warranty of Legal Capacity.** The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

**6.12. Counterparts.** This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
DEVELOPMENT GRANT PROGRAM**

**6.13. Electronic Signatures.** The electronic signatures of the Council’s and the Grantee’s authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be “written” or “in writing”; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. “Electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council’s or the Grantee’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

*This space is left intentionally blank*

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
DEVELOPMENT GRANT PROGRAM**

**IN WITNESS WHEREOF**, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

**CITY OF RICHFIELD**

By: Mania Regan JAZ

Title: Mayor

Date: 03/18/2022

By: Katie Rooney

Title: City Manager

Date: 03/18/2022

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

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

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

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

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

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

Approved as to form:

\_\_\_\_\_

**METROPOLITAN COUNCIL**

By: LisaBeth Barajas

LisaBeth Barajas, Executive Director  
Community Development Division

Date: Apr 22, 2022

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
DEVELOPMENT GRANT PROGRAM**

**ATTACHMENT A**

**PROJECT SUMMARY**

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account grant funds submitted in response to the Council's notice of availability of Demonstration Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project summary; and (4) the grant application.

## Livable Communities Project Summary

**Grant #** SG-16716  
**Type:** LCDA Development  
**Applicant:** City of Richfield  
**Project Name:** Minnesota Independence College and Community  
**Project Location:** 76th Street and Morgan Avenue South  
**Council District:** 5 - Cummings

Project Detail	
Project Overview	The project is to serve as the permanent location for MICC and will provide living accommodations for its participants and others from the community that are in need of affordable, stable, and safe housing. The project includes affordable housing units above MICC offices and services.
Permanent FTE Jobs	70
Total housing units	70
Affordable units	70 total units   31-50% AMI: 70
Anticipated #	35 One BR   35 Two BR
Support for Award	<ul style="list-style-type: none"> <li>The project is seeking to meet the housing needs of a specific population that has challenges finding stable, secure housing.</li> <li>The project development included insights from past MICC programming participants</li> </ul>
Funding	
Awarded Amount	\$1,210,000
Other LCA Funds	None
Use of Funds	
<b>\$1,210,000</b>	<b>TOTAL</b>
\$75,000	<b>Stormwater Management</b> Deliverable: Underground stormwater detention, landscaping for distribution
\$400,000	<b>Site Acquisition AFTER the date of award</b> Deliverable: Final purchase documents
\$300,000	<b>Site Preparation</b> Grading and soil correction, demolition (no soil remediation)
\$340,000	<b>Placemaking Spaces</b> Deliverable: Public art, lighting, sidewalks, landscaping, furnishings and wayfinding, community recreation areas
\$20,000	<b>Holding Costs</b> Deliverable: Documentation associated with holding costs
\$15,000	<b>Bike Racks, Storage, Fix-it Stations</b> Deliverables: Outdoor bike racks
\$60,000	<b>Architectural/Engineering Fees</b> Deliverables: Documentation of hours

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
DEVELOPMENT GRANT PROGRAM**

**ATTACHMENT B**

**PROJECT LOCATION(S)**

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Project boundaries for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Project boundaries.

# Project Location(s)

LCA Aerial LCDA Project: MICC | Map ID: 1632437335917



- TOD Area
- Transit Routes (All)
- Project
- Parcels
- Active Transit Stops

0 0.005 0.01 0.02 0.03 0.04 Miles

Created: 9/23/2021  
LandscapeLCA4



For complete disclaimer of accuracy, please visit:  
<https://giswebbeta.metc.state.nm.us/gis/et/notice.aspx>





**STAFF REPORT NO. 125**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Kari Sinning, City Clerk

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/6/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the adoption of a resolution establishing an absentee ballot board and appointing election judges for the General Election of November 8, 2022.**

**EXECUTIVE SUMMARY:**

The State General Election is on November 8, 2022. Election judges have been assigned to the precincts based on availability and party balance. There are over 145 election judges of which are nearly an equal amount of Democratic and Republican election judges with a few that are non-affiliated and Legal Marijuana Now.

An absentee ballot board must also be established per Minnesota Statutes, Section 203B.121. The absentee ballot board, which includes Hennepin County Election Staff, will examine all received absentee ballot envelopes and accept or reject absentee ballots.

The resolution also authorizes the Richfield City Clerk to make any substitutions or additions of election judges as is necessary for the secure and orderly voting environment for the November 8, 2022 General Election.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution establishing an absentee ballot board and appointing election judges for the General Election of November 8, 2022.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Minnesota Statute 204B.21 Subd. 2 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality and that the appointments be made at least 25 days before the election at which the election judges will serve.

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

The City Council is required by State Statute to make election judge appointments at least 25 days prior to the election. The proposed resolution contains names of those qualified individuals who have indicated a willingness and ability to serve as an election judge for the General Election of November 8, 2022.

**C. CRITICAL TIMING ISSUES:**

If the City Council does not appoint election judges, the conduct of the election would not be valid and absentee ballots cannot be accepted or rejected without the establishment of an absentee ballot board.

**D. FINANCIAL IMPACT:**

N/A

**E. LEGAL CONSIDERATION:**

The City Council must appoint election judges to serve at these elections to comply with Minnesota Statute 204B.21, Subd. 2.

The names come from a list of people who have indicated their interest in serving as an election judge to the County Auditor pursuant to the provisions of M.S. 204B.21 Subd. 1 and those who have previously served or indicated interest in serving.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may choose to appoint other individuals as election judges who are not named in the resolution.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ General Election Judges Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE GENERAL ELECTION  
OF NOVEMBER 8, 2022**

**WHEREAS**, Minnesota Election Law 204B.21 requires that persons serving as election judges be appointed by the Council at least 25 days before the election.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, that the individuals named on Exhibit A, and on file in the office of the City Clerk be appointed as the City of Richfield General Election Judges for the November 8, 2022 General Election; and

**BE IT FURTHER RESOLVED**, the Richfield City Council also establishes an Absentee Ballot Board as authorized under Minn. Stat. 203B.121; and

**BE IT FURTHER RESOLVED** that the Richfield City Clerk is with this, authorized to make any substitutions or additions as deemed necessary.

Passed and adopted by the City Council of the City of Richfield, Minnesota this 13th day of September, 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk

## Exhibit A

### General Election Judges

Abdulkadir Abdi	Heather Gibbs	Barbara Orzechowski
Robert Alexander	Judith Goebel	Paul Peichel
Joyce Anderson	Jane Greene	Linda Petersen
Michelle Anson	Daniel Groepper	Lori Peterson
John Ashmead	Rebecca Guarino	Wayne Peterson
Jim Atkins	Roger Guarino	Carol Petkoff
William Bednar	Brad Hanson	Joshua Policarpio
Rosemary Bernau	James Harding	Danni Remer
Rosalie Bjorkman	Mary Hayden	Holly Rhodes
Suzi Blumberg	Ruth Hiland	Shawn Rodbourne
Sara Boothe	Julie Hilden-Miller	Julie Roemen
Linda Boyd	Linda Hinz	Samantha Ross
Crystal Brakke	Dean Hoffman	Doris Rubenstein
Daniel Bredemus	Sandra Hvizdos	Jeffrey Rundgren
Meredith Bruzek	Emilie Jensen	Gail Sabasko
Mark Buffie	Thomas Jensen	Robert Sakkinen
Mary Buffie	Sita Johnson	Michael Sawyer
Christie Burke	Janell Joyner	Maureen Scaglia
Hazel Burnside	Joy Jurewicz	Lynn Schoonmaker
Willis Cahill	Andy Kahn	Margaret Schow
Amy Carlsted	Amanda Kaiser	Anne Schuette
Milissa Carter	Janet Karnick	Lynn Schuster
Carrie Chillman	Carol Kellett	Bonnie Scurry
Mary Clark	Carly Kidd	Julie Smith
Margaret Cole	Barbara Knoll	Charles Strauch
Gretchen Crow	Nathan Knox	Brett Stursa
Ellen Cutter	Katie Lankton	Elaine Swanson
Scott Dahlquist	Bruce Larson	Roger Swanson
Peder DeFor	John Leisenring	Kristin Swenson
Blue Delliquanti	Mandee Liberty	Anisa Tapper
Amanda Devine	Angela Licciardi	Cheryl Thiele
Katrina DeVore	Emily Lodermeier	Janet Thompson
Catherine Dinndorf	Carol Lowe	Cara Thrane
Sheila Domstrand	Natalie Madgy	Mark Tilc
Katie Downs	Katia McDonough	David Tufford
Cynthia Dubansky	Michele McGee	Mary Jo Tuttle
Dee Dee Edlund	Phillip McWilliams	John Twisk
Joanne Ehren Dahlquist	Sandra Menning-Glavan	Debora Ulseth
Mary Elliott	Richard Morey	Jon VanValkenburg
Taryn Ellis	Barbara Mueller	Jody Viehauser
Debbie Eng	Robert Mulcahy	Cynthia Wade Forsgren
Larry Ernster	Sarah Musgrave	Nancy Walstrom
Denise Famodu	Sumner Musolf	Sandra Walstrom
Megan Forsmark	Sarah Nelson	Mark Wegener
Angela Foss	Susan Nielsen	Bob Wells
Nicole Franklin	Cindy Norland	Karin Wolverton
Beverly Fritz	Brad Obert	Charles Wright
Gregory Frost	Jacob Olsen	Jeff Wright
Dean Gade	Ruby Olson	Michael Zazzera
Arianna Gavzy	Zachary Olson	Deborah Zierden



**STAFF REPORT NO. 126**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
 9/6/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
 9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

Consider approval of the purchase of a Mack tandem-axle cab/chassis from Nuss Truck & Equipment for \$123,507 and dump box/snow fighting equipment from Towmaster Truck Equipment for \$153,712 totaling \$277,219 plus taxes and licensing in 2023 for use by the Public Works Department and authorize the City Manager to approve contract changes not to exceed \$10,000 without further City Council consideration.

**EXECUTIVE SUMMARY:**

The purchase of this equipment was authorized at the July 12, 2022 meeting in the amount of \$266,116 with authority given to the City Manager to approve contract changes up to \$10,000. Since that time, the equipment spec/proposal has changed to \$277,219 and the purchase must be reauthorized by City Council. The final purchase price has increased by \$11,103 because a needed piece of equipment was left off the original proposal.

The Public Works Department currently has seven dump trucks to provide routine snow removal and various other services to the public. Public Works plans to decommission and auction off an old tandem-axle truck that is at the end of its useful lifespan and replace it with this new tandem-axle truck.

Replacement schedules are set for each piece of equipment once purchased. The following are taken into consideration when deciding when to replace vehicles:

- Year of purchase
- Replacement date/depreciation
- History of repairs
- Technology and safety upgrades

**RECOMMENDED ACTION:**

**By Motion: Approve the purchase of a Mack tandem-axle cab/chassis from Nuss Truck & Equipment for \$123,507 and dump box/snow fighting equipment from Towmaster Truck Equipment for \$153,712 totaling \$277,219 plus taxes and licensing in 2023 for use by the Public Works Department and authorize the City Manager to approve contract changes not to exceed \$10,000 without further City Council consideration.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

See executive summary.

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

- Purchase of this tandem-axle truck is consistent with the following City Council Strategic Priority/Outcome:
  - Operational Excellence - Operational capacity to deliver essential services (1b).
- Purchasing supplies, materials, and equipment through a cooperative purchasing program allows the City to purchase items at a lower cost due to the purchasing power of a large group.
- The City of Richfield currently purchases from four cooperative sources:
  - Hennepin County Cooperative Purchasing Program
  - State of Minnesota Cooperative Purchasing Program
  - National Joint Powers Agreement Cooperative Purchasing Program
  - Houston-Galveston Area Council
- The State of Minnesota Cooperative Purchasing Program will be used for the purchase of the new dump truck and equipment.

**C. CRITICAL TIMING ISSUES:**

Approval at this meeting will ensure delivery of the vehicle in the year it is budgeted (2023).

**D. FINANCIAL IMPACT:**

- The 2022 Revised/2023 Proposed Budget includes \$300,000 for this purchase.
- The quoted price for the truck and equipment totals \$277,219 not accounting for the vehicle sales tax and licensing fees. The chassis vendor has indicated there may be slight deviations from the quoted price (estimated to be +/- \$2,000) which is the reason for the language authorizing the City Manager to approve contract changes up to \$10,000 above the quoted cost.

**E. LEGAL CONSIDERATION:**

According to Minnesota Statutes, when the purchase of materials, merchandise, equipment, or construction exceeds \$175,000, authority to purchase shall be submitted to the City Council for consideration.

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Nuss Truck Quote	Backup Material
☐ Towmaster Snow Equipment Quote	Backup Material

## TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

**VENDOR NAME**

NUSS TRUCK & EQUIPMENT

**MAKE AND MODEL**

2024 MACK GRANITE 64FR (T) TA

This section for use when ordering	
WB	220"
CA	133"
AF	62"
Rear Ratio	4.33
Cab Color	White
Wheel Color	Alum
Notes	City of Richfield Edited 7/20/22

<b>Grand Total</b>	<b>\$ 123,507.00</b>
--------------------	----------------------

Code	Spec #	Description	Qty	2022 Price	Subtotal
002EO2	1.0	Price for Base Unit:	1	\$ 92,625.00	\$ 92,625.00
	2.0	<b>FRAME OPTIONS</b>			\$ -
AOXF3X	2.1	Front frame extension	1	\$ 886.00	\$ 886.00
12XCNX	2.2	Custom hole punching in frame		\$ 100.00	\$ -
	2.3	Deduct for no front bumper			\$ -
4YAAX	2.4	Frame fastener option (bolt or huck spun)	1	STD	
	2.5	<b>Frame, R.B.M., S.M., PSI, CT</b>			\$ -
MC	2.6	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
MC	2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
MC	2.8	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
MC	2.9	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
MC	2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
MC	2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
MC	2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
MC	2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
MC	2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
MC	2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -
MC	2.16	2,820,000 23.5 120,000 87 - 112 CA		\$ 521.00	\$ -
MC	2.17	2,820,000 23.5 120,000 113 - 133 CA	1	\$ 585.00	\$ 585.00
MC	2.18	2,820,000 23.5 120,000 134 - 152 CA		\$ 692.00	\$ -
MC	2.19	2,820,000 23.5 120,000 153 - 199 CA		\$ 991.00	\$ -
MC	2.20	2,820,000 23.5 120,000 200 - 236 CA		\$ 1,067.00	\$ -
MC	2.21	3,160,000 26.3 120,000 87 - 112 CA		\$ 744.00	\$ -
MC	2.22	3,160,000 26.3 120,000 113 - 133 CA		\$ 808.00	\$ -
MC	2.23	3,160,000 26.3 120,000 134 - 152 CA		\$ 915.00	\$ -
MC	2.24	3,160,000 26.3 120,000 153 - 199 CA		\$ 1,214.00	\$ -
MC	2.25	3,160,000 26.3 120,000 200 - 236 CA		\$ 1,290.00	\$ -
	2.26	<b>DOUBLE FRAME - PARTIAL IC REINFORCEMENT</b>			\$ -
MC	2.27	3,230,000 26.9 120,000 87 - 112 CA		\$ 801.00	\$ -
MC	2.28	3,230,000 26.9 120,000 113 - 133 CA		\$ 865.00	\$ -
MC	2.29	3,230,000 26.9 120,000 134 - 152 CA		\$ 972.00	\$ -
MC	2.30	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,214.00	\$ -

MC	2.31	3,230,000	26.9	120,000	200 - 236 CA	\$	1,290.00	\$	-	
MC	2.32	3,580,000	29.8	120,000	87 - 112 CA	\$	1,041.00	\$	-	
MC	2.33	3,580,000	29.8	120,000	113 - 133 CA	\$	1,105.00	\$	-	
MC	2.34	3,580,000	29.8	120,000	134 - 152 CA	\$	1,212.00	\$	-	
MC	2.35	3,580,000	29.8	120,000	153 - 199 CA	\$	1,511.00	\$	-	
MC	2.36	3,580,000	29.8	120,000	200 - 236 CA	\$	1,587.00	\$	-	
MC	2.37	3,920,000	32.7	120,000	87 - 112 CA	\$	1,376.00	\$	-	
MC	2.38	3,920,000	32.7	120,000	113 - 133 CA	\$	1,450.00	\$	-	
MC	2.39	3,920,000	32.7	120,000	134 - 152 CA	\$	1,657.00	\$	-	
MC	2.40	3,920,000	32.7	120,000	153 - 199 CA	\$	1,856.00	\$	-	
MC	2.41	3,920,000	32.7	120,000	200 - 236 CA	\$	1,932.00	\$	-	
MC	2.42	4,260,000	35.5	120,000	87 - 112 CA	\$	1,832.00	\$	-	
MC	2.43	4,260,000	35.5	120,000	113 - 133 CA	\$	1,673.00	\$	-	
MC	2.44	4,260,000	35.5	120,000	134 - 152 CA	\$	2,003.00	\$	-	
MC	2.45	4,260,000	35.5	120,000	154 - 199 CA	\$	2,301.00	\$	-	
MC	2.46	4,260,000	35.5	120,000	200 - 236 CA	\$	2,384.00	\$	-	
	2.47	<b>DOUBLE FRAME - FULL IC REINFORCEMENT</b>							\$	-
MC	2.48	3,230,000	26.9	120,000	87 - 112 CA	\$	1,001.00	\$	-	
MC	2.49	3,230,000	26.9	120,000	113 - 133 CA	\$	1,065.00	\$	-	
MC	2.50	3,230,000	26.9	120,000	134 - 152 CA	\$	1,172.00	\$	-	
MC	2.51	3,230,000	26.9	120,000	153 - 199 CA	\$	1,414.00	\$	-	
MC	2.52	3,230,000	26.9	120,000	200 - 236 CA	\$	1,490.00	\$	-	
MC	2.53	3,580,000	29.8	120,000	87 - 112 CA	\$	1,241.00	\$	-	
MC	2.54	3,580,000	29.8	120,000	113 - 133 CA	\$	1,305.00	\$	-	
MC	2.55	3,580,000	29.8	120,000	134 - 152 CA	\$	1,412.00	\$	-	
MC	2.56	3,580,000	29.8	120,000	153 - 199 CA	\$	1,711.00	\$	-	
MC	2.57	3,580,000	29.8	120,000	200 - 236 CA	\$	1,787.00	\$	-	
MC	2.58	3,580,000	29.8	120,000	87 - 112 CA	\$	1,576.00	\$	-	
MC	2.59	3,580,000	29.8	120,000	113 - 133 CA	\$	1,650.00	\$	-	
MC	2.60	3,580,000	29.8	120,000	134 - 152 CA	\$	1,857.00	\$	-	
MC	2.61	3,580,000	29.8	120,000	153 - 199 CA	\$	2,056.00	\$	-	
MC	2.62	3,580,000	29.8	120,000	200 - 236 CA	\$	1,787.00	\$	-	
MC	2.63	3,920,000	32.7	120,000	87 - 112 CA	\$	1,576.00	\$	-	
MC	2.64	3,920,000	32.7	120,000	113 - 133 CA	\$	1,650.00	\$	-	
MC	2.65	3,920,000	32.7	120,000	134 - 152 CA	\$	1,857.00	\$	-	
MC	2.66	3,920,000	32.7	120,000	153 - 199 CA	\$	2,056.00	\$	-	
MC	2.67	3,920,000	32.7	120,000	200 - 236 CA	\$	2,132.00	\$	-	
MC	2.68	4,260,000	35.5	120,000	87 - 112 CA	\$	2,032.00	\$	-	
MC	2.69	4,260,000	35.5	120,000	113 - 133 CA	\$	1,873.00	\$	-	
MC	2.70	4,260,000	35.5	120,000	134 - 152 CA	\$	2,203.00	\$	-	
MC	2.71	4,260,000	35.5	120,000	153 - 199 CA	\$	2,501.00	\$	-	
MC	2.72	4,260,000	35.5	120,000	200 - 236 CA	\$	2,584.00	\$	-	
	2.73	<b>TRIPLE FRAME - FULL IC REINFORCEMENT</b>							\$	-
MC	2.74	5,688,000	47.4	120,000	87 - 112 CA	\$	4,960.00	\$	-	
MC	2.75	5,688,000	47.4	120,000	113 - 133 CA	\$	5,024.00	\$	-	
MC	2.76	5,688,000	47.4	120,000	134 - 152 CA	\$	5,131.00	\$	-	
MC	2.77	5,688,000	47.4	120,000	153 - 199 CA	\$	5,430.00	\$	-	
MC	2.78	5,688,000	47.4	120,000	200 - 236 CA	\$	5,506.00	\$	-	
4DXM2X	2.79	Flush bright finish channel steel					\$	113.00	\$	-
4DXM6X	2.80	Extended stylized-silver-bright finish steel w/stone guard					\$	1,495.00	\$	-

4DXN8X	2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin		\$	1,139.00	\$	-
4DXR1X	2.82	Mill finish, flush mounted, unpainted aluminum		\$	68.00	\$	-
4DXN4X	2.83	Extended swept back channel steel (includes center tow pin) w/stone guard		\$	805.00	\$	-
5DXN5X	2.84	Extended swept back channel steel with bright finish w/painted center tow pin		\$	620.00	\$	-
4DXN6X	2.85	Extended swept back steel channel w/bright finish		\$	258.00	\$	-
4DXM9X	2.86	Extended swept back painted steel			STD		
4DX16X	2.87	Flush painted steel		\$	(15.00)	\$	-
4DXP1X	2.88	Flush stainless clad aluminum		\$	143.00	\$	-
5FXA1X	2.89	Plate type radiator guard		\$	105.00	\$	-
5FXA2X	2.90	Bright finish plate type radiator guard		\$	258.00	\$	-
B28018	2.91	Tectyl 185 GW pigmented compound between frame rails		\$	110.00	\$	-
281AA4	2.92	BOC crossmember, steel HD back to back channel intermediate		\$	66.00	\$	-
281AA6	2.93	BOC & intermediate crossmember, HD I-Beam		\$	332.00	\$	-
MC	2.94	Frame rail clearance		\$	62.00	\$	-

	3.0	<b>FRONT AXLE/SUSPENSION/BRAKE/OPTION</b>					
						\$	-
						\$	-
240AA6	3.1	Set forward front axle option	1		STD		
240AA7	3.2	12,000 front axle & matching suspension - Mack FXL12			STD		
	3.3	14,600 front axle & matching suspension - Mack FXL14.6		\$	771.00	\$	-
240AA2	3.4	16,000 front axle and matching suspension				\$	-
240AA3	3.5	18,000 front axle and matching suspension - Mack FXL18		\$	1,361.00	\$	-
240AA5	3.6	20,000 front axle and matching suspension - Mack FXL20	1	\$	2,147.00	\$	2,147.00
1KAA1X	3.7	23,000 front axle and matching suspension - Mack FXL23		\$	2,448.00	\$	-
	3.8	Heavy duty front axle shocks	1		STD		
	3.9	Front stabilizer bar				\$	-
	3.10	Right hand air bag suspension per Spec 3.6, Driver controlled				\$	-
	3.11	Left air bag suspension per Spec 3.6, Driver controlled				\$	-
UDXA1X	3.12	Front axle lubrication cap with slotted venthole				\$	-
245AB0	3.13	Front brake dust shields	1	\$	18.00	\$	18.00
YHXB1X	3.14	Dual front auxiliary steering gear		\$	569.00	\$	-
YHXA1X	3.15	RH spring build up for wing plow application		\$	30.00	\$	-
MOD01D	3.16	LH spring build up for wing plow application		\$	30.00	\$	-
PK7137	3.17	All wheel drive front axle		\$	43,000.00	\$	-
0KXB1X	3.18	Twin Steer Front Axle		\$	12,612.00	\$	-
U3XA5X	3.19	Aluminum front hubs		\$	53.00	\$	-
MC	3.20	Centerfuse outboard mounted brake drums		\$	217.00	\$	-
MC	3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		\$	35.00	\$	-
MC	3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)		\$	65.00	\$	-
2410L1	3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)		\$	65.00	\$	-
U0AB1X	3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		\$	653.00	\$	-
U0AB8X	3.25	Meritor front slack adjustors - Need same slack on rear axle		\$	1.00	\$	-
U0AA1X	3.26	Meritor front slack with stainless steel pins		\$	58.00	\$	-
U0AA8X	3.27	Haldex front slack adjustors - Need same slack adjustor on rear axle			STD		
MC	3.28	Haldex front slack with stainless steel pins	1	\$	57.00	\$	57.00
3NBB1X	3.29	Meritor front brakes ILO of Bendix - requires Meritor rear brakes	1	\$	131.00	\$	131.00
	3.30	Power steering reservoir with visible sight glass		\$	30.00	\$	-

					\$	-
					\$	-
	4.0	<b>4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS</b>				
MC	4.1	46,000# rear axle & matching suspension Make & Model - Mack SS462 Mack Camelback Suspension		\$	2,240.00	\$ -
MC	4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX400		\$	1,558.00	\$ -
MC	4.3	46,000# walking beam rear suspension and axle Make & Model Meritor RT-46-160 with Hendrickson HMX460		\$	3,362.00	\$ -
MC	4.4	40,000# air suspension and axle Make & Model Meritor MT-40-14X4D with Mack AL461 46,000 lbs. air suspension		\$	1,578.00	\$ -
MC	4.5	46,000# air suspension and axle Make & Model Meritor RT-46-160 with Mack AL461 46,000 lbs. air suspension		\$	2,976.00	\$ -
	4.6	Dash mounted air dump system - With air ride suspension			STD	
MC	4.7	Driver activated differential lock on one rear axle (front axle _____, rear axle _____, check one)		\$	484.00	\$ -
254AB5	4.8	Driver activated differential lock on both front and rear axles	1	\$	968.00	\$ 968.00
MC	4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		\$	1,210.00	\$ -
MC	4.10	Meritor MT-40-14X4DP, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		\$	2,768.00	\$ -
MC	4.11	Meritor RT-46-160P, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension		\$	4,572.00	\$ -
76AB1X	4.12	½ round universal joints	1		STD	
195AB3	4.13	Spicer 1810 HD drive line with half round universal joints		\$	126.00	\$ -
UEX	4.14	Rear Dust Shields		\$	34.00	\$ -
254AB7	4.15	Driver activated differential lock on both front and rear axles with individual switches		\$	1,102.00	\$ -
195AB0	4.16	Meritor 18 MXL extended lube		\$	31.00	\$ -
195AA9	4.17	Meritor 176 MXL extended lube		\$	32.00	\$ -
195AB5	4.18	Dana-spicer SPL170XL extended lube series		\$	453.00	\$ -
195AB6	4.19	Dana-spicer SPL250XL extended lube series		\$	493.00	\$ -
195AB7	4.20	Dana-spicer SPL250HDXL extended lube series		\$	502.00	\$ -
195025	4.21	Dana-spicer SPL350HDXL extended lube series		\$	776.00	\$ -
268AB1	4.22	Mack S38R fabricated steel housing			STD	
268AB5	4.23	Mack SB38 fabricated steel housing -40,000 # recertification		\$	450.00	\$ -
268AA4	4.24	Mack S40 40,000 # rear axle		\$	450.00	\$ -
268AB4	4.25	Mack S402 40,000 # cast iron housing		\$	450.00	\$ -
268AA3	4.26	Mack S440 44,000# fabricated steel housing		\$	1,350.00	\$ -
268AB6	4.27	Mack S440-46 fabricated steel housing - recertification		\$	1,350.00	\$ -
268AA6	4.28	Mack S462 46,000# cast ductile iron housing		\$	1,800.00	\$ -
268AA9	4.29	Mack S462R 46,000# cast ductile iron housing		\$	1,800.00	\$ -
268AC9	4.30	Meritor 40,000# MT-40-14X4C Amboid (High Entry)		\$	765.00	\$ -
268AD0	4.31	Meritor 40,000# MT-40-14X4C Hypoid (Low Entry)		\$	765.00	\$ -
268AB7	4.32	Meritor 46,000# RT-46-160		\$	2,163.00	\$ -
268AC1	4.33	Meritor 46,000# Rt-46-164EH		\$	2,163.00	\$ -
268AD3	4.34	Spicer 46,000# DS405		\$	2,628.00	\$ -
268AE0	4.35	Spicer 46,000# D46-170H		\$	4,305.00	\$ -
1860F6	4.36	Mack SS38 Mack multileaf camelback spring without anti-sway springs		\$	(80.00)	\$ -
1860G6	4.37	Mack SS38 multileaf camelback spring with anti-sway springs			STD	
186AA3	4.38	Mack SSB 38 multileaf camelback spring (boost-a-load)		\$	(40.00)	\$ -
186AD2	4.39	Mack SSB 38 multileaf camelback spring 40,000# recertification		\$	273.00	\$ -

1860H6	4.40	Mack SS40 44,000# multileaf camelback suspension without anti sway		\$	226.00	\$	-
1860I6	4.41	Mack SS40 44,000# multileaf camelback suspension with anti sway		\$	330.00	\$	-
186AD3	4.42	Mack SS40 44,000# multileaf camelback suspension 46,000# - recertification		\$	228.00	\$	-
1860J6	4.43	Mack SS462 44,000# multileaf camelback suspension without anti sway		\$	336.00	\$	-
186OK6	4.44	Mack SS462 44,000# multileaf camelback suspension with anti sway		\$	440.00	\$	-
186AB6	4.45	Mack AL-461 46,000# air ride		\$	813.00	\$	-
186AC6	4.46	Mack M-Ride 40 parabolic 2-leaf, 40,000# normal stiffness	1	\$	959.00	\$	959.00
186AG6	4.47	Mack M-Ride 40 parabolic 3-leaf, 40,000# stiffer than normal		\$	959.00	\$	-
186AC7	4.48	Mack M-Ride 46 parabolic 3-leaf 46,000#		\$	1,289.00	\$	-
186AE5	4.49	HMX 400 Hendrickson Haulmax rubber suspension 40,000#		\$	803.00	\$	-
186AE6	4.50	HMX 460 Hendrickson Haulmax rubber suspension 46,000#		\$	1,199.00	\$	-
186AF7	4.51	Chambers 46,000# L high stability W#29 can		\$	3,798.00	\$	-
186AE9	4.52	PAX 460 High Stability Hendrickson Primaxx Air Suspension		\$	1,319.00	\$	-
186AF1	4.53	PAX 462 High Stability Hendrickson Primaxx Air Suspension		\$	1,319.00	\$	-
186AF4	4.54	Neway AD-246 air ride suspension		\$	1,825.00	\$	-
186AF5	4.55	Neway AD-252 air ride suspension		\$	2,287.00	\$	-
3LAZ1X	4.56	Delete power divider lockout		\$	(153.00)	\$	-
XZXC1X	4.57	Urethane bushing on Mack camelback suspension		\$	(58.00)	\$	-
GWXACX	4.58	55" axle spacing		\$	122.00	\$	-
GWXJAX	4.59	60" axle spacing		\$	317.00	\$	-
ZAXA5X	4.60	Dual leveling valve air suspension height control		\$	149.00	\$	-
018AA7	4.61	Mack CRDP1501/1511 with interwheel power divider - both axles		\$	2,735.00	\$	-
U4XA5X	4.62	Outboard centrifuse rear brake drums		\$	206.00	\$	-
U1AA1X	4.63	Haldex automatic rear slack adjustor			STD		
U1AA8X	4.64	Haldex automatic rear slack adjustor with stainless steel pins	1	\$	96.00	\$	96.00
U1AB1X	4.65	Meritor automatic rear slack adjustor		\$	1.00	\$	-
U1AB8X	4.66	Meritor automatic rear slack adjustor with stainless steel pins		\$	231.00	\$	-
U1AAAX	4.67	Haldex S-ABA slack adjustors		\$	50.00	\$	-
V1AC1X	4.68	30/36 rear brake chamber		\$	156.00	\$	-
OLXAEX	4.69	Comet aluminum hubs w/preset bearings & seals		\$	385.00	\$	-
0LX11X	4.70	Aluminum preset rear hubs with integrated spindle nut		\$	37.00	\$	-
1CXA3X	4.71	Chicago Rawhide (Scotseal Longlife) oil seal		\$	59.00	\$	-
1CXE1X	4.72	National/Federal Mogul		\$	23.00	\$	-
1CXC2X	4.73	Stemco-Grit Guard oil seals		\$	63.00	\$	-
1CXC3X	4.74	Stemco - Guardian oil seal		\$	31.00	\$	-
1CXC4X	4.75	Stemco (Voyager) oil seals		\$	(5.00)	\$	-
1CXA3X	4.76	Scotseal longlife rear oil seals		\$	59.00	\$	-
253AB3	4.77	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes & M-Ride 3 leaf suspension		\$	2,430.00	\$	-
253AB8	4.78	Bendix ES165-08D, 16.5" x 8 5/8" Cast Spider - Require M-Ride suspension. N/A with dust shields		\$	272.00	\$	-
253AA4	4.79	Meritor rear brakes - 16.5"7" Q+		\$	115.00	\$	-
253023	4.80	Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields		\$	291.00	\$	-
253005	4.81	Meritor rear brakes - 16.5" x 8"+ Q+ - N/A with dust shields		\$	213.00	\$	-
169009	4.82	13,500 lbs. Hendrickson steerable composite HLUC-2 pusher axle - includes tires and rims		\$	9,791.00	\$	-

169010	4.83	10,000 lbs. Hendrickson steerable composite HLUC-2 pusher axle - includes tires and rims	\$	9,791.00	\$	-
169103	4.84	20,000 lbs. Watson-Chalin steerable SL-2089 Thu Track Series pusher axle - includes tire and rims	\$	12,381.00	\$	-
169104	4.85	13,200 lbs. Watson-Chalin steerable SL-1187 Thu Track Series pusher axle - includes tire and rims	\$	10,173.00	\$	-
169106	4.86	20,000 lbs. Watson-Chalin non-steerable AL-2200 Atlas Series pusher axle - includes tire and rims	\$	9,198.00	\$	-
169800	4.87	20,000 lbs. Hendrickson non - steerable composite HLM pusher axle - includes tires and rims	\$	9,091.00	\$	-
169007	4.88	13,200 lbs. Hendrickson steerable HLU2Z2 pusher axle - includes tires and rims	\$	9,791.00	\$	-
169008	4.89	20,000 lbs. Hendrickson Paralift HLP20 steerable pusher axle - includes tires and rims	\$	11,192.00	\$	-
202009	4.90	13,500 lbs. Hendrickson steerable composite HLUC-2 tag axle - includes tires and rims	\$	9,791.00	\$	-
202010	4.91	10,000 lbs. Hendrickson steerable composite HLUC-2 tag axle - includes tires and rims	\$	9,791.00	\$	-
202103	4.92	20,000 lbs. Watson-Chalin steerable SL-2089 Thu Track Series tag axle - includes tire and rims	\$	12,381.00	\$	-
202104	4.93	13,200 lbs. Watson-Chalin steerable SL-1187 Thu Track Series tag axle - includes tire and rims	\$	10,173.00	\$	-
202106	4.94	20,000 lbs. Watson-Chalin non-steerable AL-2200 Atlas Series tag axle - includes tire and rims	\$	9,198.00	\$	-
202800	4.95	20,000 lbs. Hendrickson non - steerable composite HLM tag axle - includes tires and rims	\$	9,091.00	\$	-
202007	4.96	13,200 lbs. Hendrickson steerable HLU2Z2 tag axle - includes tires and rims	\$	9,791.00	\$	-
202008	4.97	20,000 lbs. Hendrickson Paralift HLP20 steerable tag axle - includes tires and rims	\$	11,192.00	\$	-
9GAACX	4.98	6S/6M systems sensing both rear axle wheel end sensors	\$	440.00	\$	-
6MAC1X	4.99	Furnish Meritor wide track axle option - Need for Super Singles	\$	1,032.00	\$	-

\$ -

**5.0 Fifth Wheel options**

	5.1	Frame end tapered and open			\$	-
X6XB2X	5.2	Frame end tapered and closed	\$	30.00	\$	-
330AB7	5.3	Fixed fifth wheel - Holland FW-35	\$	684.00	\$	-
330AE7	5.4	Mechanical slide fifth wheel - Holland FW35 Travel - 24" slide	\$	562.00	\$	-
330AH4	5.5	Air operated slide fifth wheel - Holland FW35 Travel 24" slide	\$	986.00	\$	-
464AA5	5.6	Stainless 1/4 fenders, mounted front of tandems	\$	109.00	\$	-
464AA2	5.7	Plastic 1/4 fenders, mounted front of tandems	\$	110.00	\$	-
WHX01X	5.8	Tractor package hookup	\$	297.00	\$	-
7KXA3X	5.9	Behind cab deck plate	\$	681.00	\$	-
330AB8	5.10	Holland fixed with non-tilt 5th wheel	\$	1,385.00	\$	-
330AEF	5.11	Holland manual slide 5th wheel	\$	537.00	\$	-
69XD3X	5.12	Mack mud flaps with brackets	\$	98.00	\$	-
69XC3X	5.13	Betts B60 stainless steel angled mud flap brackets	\$	161.00	\$	-
51XD1X	5.14	Hose tender & towel bar assembly	\$	48.00	\$	-
5ZXB1X	5.15	Coiled trailer air hose	\$	28.00	\$	-
2UAB1X	5.16	Coiled trailer electrical hose	\$	44.00	\$	-
OBS04S	5.17	Air Weight AW5800 onboard scales	\$	963.00	\$	-
6HXBXR	5.18	Medium height 5th wheel ramp guide	\$	192.00	\$	-



901AY7	6.47	11R22.5 G Goodyear G622RSD rear tires		\$	2,504.00	\$	-
901AY8	6.48	11R22.5 H Goodyear G622RSD rear tires		\$	2,672.00	\$	-
						\$	-
						\$	-
	7.0	<b>BRAKE SYSTEM OPTIONS:</b>					
VHXBVX	7.1	Wabco System Saver 1200 E heated air dryer	1		STD		
UWXB1X	7.2	Manual cable drain valves on air tanks with lanyard on all tanks		\$	24.00	\$	-
	7.3	Heated air tank				\$	-
UWXE3X	7.4	Auto drain valves on air tanks		\$	31.00	\$	-
300AD0	7.5	MGM type TR-T rear brake chambers		\$	50.00	\$	-
	7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers				\$	-
	7.7	Inverted rear brake chamber mounting in lieu of regular mounting				\$	-
MC	7.8	Relocate air dryer		\$	49.00	\$	-
VHXBVX	7.9	Bendix AD9 heated air dryer		\$	118.00	\$	-
VHXPX	7.10	Bendix AD-IP heated air dryer		\$	164.00	\$	-
VHXEAX	7.11	Meritor/Wabco system twin heated air dryer		\$	539.00	\$	-
UWXA1X	7.12	Auto heated drain valve- heated supply tank, manual petcock		\$	42.00	\$	-
UWXE1X	7.13	Auto heated drain valve- heated supply tank, with lanyard on all other tanks		\$	72.00	\$	-
U2XA1X	7.14	Aluminum air reservoirs	1	\$	192.00	\$	192.00
U2XA2X	7.15	Polished aluminum air reservoirs		\$	252.00	\$	-
VSDX1X	7.16	Increase air capacity for installation of extra axles		\$	289.00	\$	-
698AA7	7.17	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch		\$	1,873.00	\$	-
698AA2	7.18	Meritor/Wabco ABS system w/o automatic traction control		\$	142.00	\$	-
698AA5	7.19	Bendix ABS system with traction control	1	\$	270.00	\$	270.00
698AA3	7.20	Meritor/Wabco ABS system w/auto traction control		\$	357.00	\$	-
H9CA1X	7.21	Furnish automatic traction control (ATC full disable switch)	1	\$	105.00	\$	105.00
UWXB1X	7.22	Lanyard control on supply wet tank		\$	16.00	\$	-
300AA3	7.23	Haldex "Gold Seal" brake chamber		\$	1.00	\$	-
300AB1	7.24	Haldex "Life Seal" brake chamber	1		STD		
300AB3	7.25	MGM TR 30/30 LP3 (3" Stroke) brake chamber		\$	105.00	\$	-
300AB5	7.26	MGM LTR (3" Stroke) brake chamber		\$	285.00	\$	-
300AB8	7.27	MGM TR3030LP3THD		\$	133.00	\$	-
300AE0	7.28	MGM TR-T (Tamper Resistant brake chamber) reclock inlet ports for optimum ground clearance		\$	68.00	\$	-
300AC2	7.29	Haldex "Gold Seal" 3.0" stroke brake chamber		\$	399.00	\$	-
3MBC1X	7.30	Electric horn sound when driver door open with park brake released		\$	67.00	\$	-
3MBA1X	7.31	Alarm to sound when driver door open & parking brake not on		\$	43.00	\$	-
2ZBC1X	7.32	Schreder valve located in supply tank		\$	47.00	\$	-
2ZBA1X	7.33	Schreder valve, secondary		\$	47.00	\$	-
1JAABX	7.34	Two (2) valve dual brake system-trailer supply and tractor-trailer park		\$	42.00	\$	-
141ABO	7.35	Relocate all air reservoir in frame		\$	48.00	\$	-
141OF1	7.36	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		\$	48.00	\$	-
3FBA1X	7.37	Never-seize to brake shoes pins & cam rollers		\$	33.00	\$	-
						\$	-
						\$	-
	8.0	<b>ENGINE/EXHAUST AND FUEL TANKS OPTIONS:</b>					
1000T0	8.1	Mack MP7-325M 325HP@1400-1900 RPM (Peak) 2100 RPM Gov 1250 LB-FT Torque			STD		
1000U0	8.2	Mack MP7-355A 355HP@1500-1800 RPM (Peak) 2100 RPM Gov 1250 LB-FT Torque	1	\$	481.00	\$	481.00 ?

1000V0	8.3	Mack MP7-375M 375HP@1500-1900 RPM (Peak) 2100 RPM Gov 1360 LB-FT Torque		\$	813.00	\$	-
1000W0	8.4	Mack MP7-425M 425HP@1500-1800 RPM (Peak) 2100 RPM Gov 1560 LB-FT Torque		\$	1,508.00	\$	-
1000P0	8.5	Mack MP7-345C 345HP@1450-1700 RPM (Peak) 1950 RPM Gov 1360 LB-FT Torque		\$	300.00	\$	-
1000Q0	8.6	Mack MP7-365C 365HP@1400-1700 RPM (Peak) 1950 RPM Gov 1460 LB-FT Torque		\$	651.00	\$	-
1000R0	8.7	Mack MP7-395A 395HP@1450-1700 RPM (Peak) 1950 RPM Gov 1560 LB-FT Torque		\$	1,112.00	\$	-
1000Z0	8.8	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM Gov 1560 LB-FT Torque		\$	1,112.00	\$	-
100100	8.9	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 1950 RPM Gov 1660 LB-FT Torque		\$	2,064.00	\$	-
100110	8.10	Mack MP8-445C 445HP@1300-1700 RPM (Peak) 1950 RPM Gov 1860 LB-FT Torque		\$	2,589.00	\$	-
1001K0	8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM Gov 1860 LB-FT Torque		\$	3,311.00	\$	-
100140	8.12	Mack MP8-425M 425HP@1500-1900 RPM (Peak) 21000 RPM Gov 1560 LB-FT Torque		\$	2,247.00	\$	-
100150	8.13	Mack MP8-455M 455HP@1500-1900 RPM (Peak) 21000 RPM Gov 1760 LB-FT Torque		\$	2,635.00	\$	-
100160	8.14	Mack MP8-505M 505HP@1500-1900 RPM (Peak) 21000 RPM Gov 1860 LB-FT Torque		\$	3,759.00	\$	-
MC	8.15	Clear Back of Cab - DPF & SCR Frame Mounted , RH Side under Cab	1	\$	114.00	\$	114.00
PK70W7	8.16	PK7-17C2 93 gallon sleeved fuel tank, 20" clearance for outrigger/wing plow		\$	317.00	\$	-
DPF0101	8.17	Cleartech, DPF RH side under cab w/SCR vertical RH side of cab		\$	601.00	\$	-
DPF0106	8.18	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$	3,308.00	\$	-
130AD7	8.19	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$	318.00	\$	318.00
130AEO	8.20	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Plain End		\$	318.00	\$	-
130AB5	8.21	Single (R/S) Vertical Straight Exhaust Stack Plain End		\$	(16.00)	\$	-
130AB6	8.22	Single (R/S) Vertical Straight Exhaust Stack Turned Out	1		STD		
130AB7	8.23	Single (R/S) Vertical Straight Exhaust Stack Plain End Perf Stack Diffuser		\$	32.00	\$	-
130AC7	8.24	Single (R/S) Vertical Straight Exhaust Stack Plain End Side Outlet Diffuser		\$	126.00	\$	-
130AC8	8.25	Single (R/S) Vertical Straight Exhaust Stack Plain Top Outlet Diffuser		\$	126.00	\$	-
130AC3	8.26	Dual Vertical Straight Exhaust Stack Plain End - N/A with Allison Transmission		\$	1,065.00	\$	-
130AC4	8.27	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$	1,091.00	\$	-
130AD1	8.28	Dual Vertical Straight Exhaust Stack Plain Side Outlet Diffuser - N/A with Allison Transmission		\$	1,507.00	\$	-
130AD2	8.29	Dual Vertical Straight Exhaust Stack Plain Top Outlet Diffuser - N/A with Allison Transmission		\$	1,507.00	\$	-
Q0AC1X	8.30	Single, Bright finish heat shield & stack	1	\$	65.00	\$	65.00
Q0AF1X	8.31	Dual, Bright finish heat shield & stack		\$	130.00	\$	-
Q0AC2X	8.32	Single, Bright finish heat shield, stack & elbow		\$	162.00	\$	-
Q0AF2X	8.33	Dual, Bright finish heat shield, stack & elbow		\$	344.00	\$	-
Q0AC5X	8.34	Single, Bright finish stack only		\$	50.00	\$	-
Q0AF5X	8.35	Dual, Bright finish stack only		\$	99.00	\$	-

Q0AC3X	8.36	Single, Bright finish lower elbow & stack		\$	148.00	\$	-
Q0AF3X	8.37	Dual, Bright finish lower elbow & stack		\$	294.00	\$	-
Q0AC4X	8.38	Single, Bright finish heat shield only		\$	16.00	\$	-
Q0AF4X	8.39	Dual, Bright finish heat shield only		\$	31.00	\$	-
8NAB1X	8.40	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		\$	171.00	\$	-
288AB0	8.41	50 Gallon LH steel 22" Dia fuel tank		\$	(118.00)	\$	-
288AA2	8.42	66 Gallon LH steel 22" Dia fuel tank		\$	(96.00)	\$	-
288AA3	8.43	72 Gallon LH steel 26" Dia fuel tank		\$	(62.00)	\$	-
288AA5	8.44	88 Gallon LH steel 22" Dia fuel tank		\$	164.00	\$	-
288AA6	8.45	93 Gallon LH steel 26" Dia fuel tank		\$	267.00	\$	-
288AA7	8.46	116 Gallon LH steel 22" Dia fuel tank		\$	222.00	\$	-
288AC2	8.47	50 Gallon LH aluminum 22" Dia fuel tank		\$	(64.00)	\$	-
288AB3	8.48	66 Gallon LH aluminum 22" Dia fuel tank		\$	(45.00)	\$	-
288AB4	8.49	72 Gallon LH aluminum 26" Dia fuel tank		\$	24.00	\$	-
288AB6	8.50	88 Gallon LH aluminum 22" Dia fuel tank		\$	231.00	\$	-
288AB7	8.51	93 Gallon LH aluminum 26" Dia fuel tank		\$	272.00	\$	-
288AB9	8.52	116 Gallon LH aluminum 22" Dia fuel tank		\$	292.00	\$	-
288AD2	8.53	50 Gallon LH Steel D-Shape		\$	(118.00)	\$	-
288AC5	8.54	66 Gallon LH Steel D-Shape		\$	(68.00)	\$	-
288AC7	8.55	88 Gallon LH Steel D-Shape		\$	101.00	\$	-
288AC9	8.56	116 Gallon LH Steel D-Shape		\$	300.00	\$	-
288AE3	8.57	50 Gallon LH Aluminum D-Shape		\$	(118.00)	\$	-
288AD5	8.58	66 Gallon LH Aluminum D-Shape		\$	(27.00)	\$	-
288AD8	8.59	88 Gallon LH Aluminum D-Shape		\$	173.00	\$	-
288AD9	8.60	93 Gallon LH Aluminum D-Shape		\$	195.00	\$	-
288AE0	8.61	116 Gallon LH Aluminum D-Shape		\$	367.00	\$	-
288AF9	8.62	66 Gallon LH Steel D-Shape with Integral DEF Tank		\$	(47.00)	\$	-
288AG0	8.63	88 Gallon LH Steel D-Shape with Integral DEF Tank		\$	213.00	\$	-
288AG1	8.64	111 Gallon LH Steel D-Shape with Integral DEF Tank		\$	325.00	\$	-
288AF2	8.65	66 Gallon LH Aluminum D-Shape with Integral DEF Tank	1		STD		
288AF3	8.66	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$	171.00	\$	-
288AF5	8.67	88 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$	240.00	\$	-
288AF6	8.68	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$	304.00	\$	-
288AF7	8.69	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$	378.00	\$	-
2880E8	8.70	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$	839.00	\$	-
290AB0	8.71	50 Gallon RH steel 22" Dia fuel tank		\$	503.00	\$	-
290AA2	8.72	66 Gallon RH steel 22" Dia fuel tank		\$	529.00	\$	-
290AA5	8.73	88 Gallon RH steel 22" Dia fuel tank		\$	814.00	\$	-
290AA7	8.74	116 Gallon RH steel 22" Dia fuel tank		\$	871.00	\$	-
290AC1	8.75	50 Gallon RH aluminum 22" Dia fuel tank		\$	570.00	\$	-
290AB3	8.76	66 Gallon RH aluminum 22" Dia fuel tank		\$	593.00	\$	-
290AB6	8.77	88 Gallon RH aluminum 22" Dia fuel tank		\$	879.00	\$	-
290AB8	8.78	116 Gallon RH aluminum 22" Dia fuel tank		\$	849.00	\$	-
290ADO	8.79	50 Gallon RH Steel D-Shape		\$	503.00	\$	-
290AC3	8.80	66 Gallon RH Steel D-Shape		\$	566.00	\$	-
290AC5	8.81	88 Gallon RH Steel D-Shape		\$	751.00	\$	-
290AH0	8.82	116 Gallon RH Steel D-Shape		\$	950.00	\$	-
290AE1	8.83	50 Gallon RH Aluminum D-Shape		\$	569.00	\$	-
290AD3	8.84	66 Gallon RH Aluminum D-Shape		\$	617.00	\$	-





136AU6	10.14	Allison 4000-EVS 6 speed push button, PTO	\$	14,972.00	\$	-
136AS6	10.15	Allison 4500-RDS 6 speed push button, PTO	\$	13,776.00	\$	-
136051	10.16	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO	\$	16,776.00	\$	-
136AW6	10.17	Allison 4500-EVS 6 speed push button, PTO	\$	14,972.00	\$	-
1360Y6	10.18	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)	\$	3,718.00	\$	-
1360Z6	10.19	Mack TMD12AFD-HD automated 12 speed transmission (over drive)	\$	3,718.00	\$	-
136146	10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)	\$	7,438.00	\$	-
136156	10.21	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)	\$	7,438.00	\$	-
136176	10.22	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)	\$	7,839.00	\$	-
136AD5	10.29	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD		
136AD6	10.30	Fuller RTO-14908LL, 10 speed manual transmission, PTO	\$	855.00	\$	-
136AD4	10.31	Fuller FRO-15210C, 10 speed manual transmission, PTO	\$	1,639.00	\$	-
136AD3	10.32	Fuller FRO-16210C, 10 speed manual transmission, PTO	\$	1,298.00	\$	-
136AEO	10.33	Fuller RTO-16908LL, 10 speed manual transmission, PTO	\$	1,585.00	\$	-
136AF8	10.34	Fuller FRO-18210C, 10 speed manual transmission, PTO	\$	1,614.00	\$	-
136AG2	10.35	Fuller RTO-14909ALL, 11 speed manual transmission, PTO	\$	1,390.00	\$	-
136AG1	10.36	Fuller RTO-16908ALL, 11 speed manual transmission, PTO	\$	2,102.00	\$	-
136AF5	10.39	Fuller RTLO-16913A, 13 speed manual transmission, PTO	\$	2,111.00	\$	-
136AF9	10.40	Fuller RTLO-18913A, 13 speed manual transmission, PTO	\$	2,848.00	\$	-
136AD7	10.41	Fuller RTO-16915, 15 speed manual transmission, PTO	\$	2,220.00	\$	-
136AB1	10.42	Mack T318LR21, 18 speed manual transmission, PTO	\$	1,561.00	\$	-
136AB0	10.43	Mack T318LR, 18 speed manual transmission, PTO	\$	1,277.00	\$	-
136AB7	10.44	Mack T318, 18 speed manual transmission, PTO	\$	1,306.00	\$	-
136AF7	10.45	Fuller RTLO-16918B, 18 speed manual transmission, PTO	\$	2,725.00	\$	-
136AG0	10.46	Fuller RTLO-18918B, 18 speed manual transmission, PTO	\$	3,407.00	\$	-
1UXC1X	10.47	Air assist clutch	\$	359.00	\$	-
1UXD1X	10.48	Mechanical clutch cable	\$	160.00	\$	-
2XAA1X	10.49	Open grated clutch pedal	\$	14.00	\$	-
139049	10.50	Transmission oil cooler	1	STD		
83AA1X	10.51	Driveshaft guard for center bearing	\$	27.00	\$	-
5DAAAX	10.52	Transmission dust proofing	\$	15.00	\$	-
492008	10.53	T-Handle shift lever for Allison - Floor mounted	\$	203.00	\$	-
MC	10.54	Allison shift to neutral when park brake engaged	1	STD		
FSXWQX	10.55	3rd or 4th gear hold for Allison transmission	\$	300.00	\$	-
139019	10.56	Stainless steel transmission coolant pipes	1	\$	175.00	\$ 175.00
I9CA1X	10.57	Allison fill tune and dip stick under hood	\$	138.00	\$	-
RBXD1X	10.58	Remote lube fittings: clutch release, brg & both cross-shaft; mounted under LH door	\$	50.00	\$	-
8260E6	10.59	GP1-23 Parker gear pump - requires M-Drive transmission and RMPO	\$	425.00	\$	-
8260F6	10.60	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO	\$	434.00	\$	-
8260G6	10.61	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO	\$	548.00	\$	-
8260H6	10.62	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO	\$	588.00	\$	-
826046	10.63	F1-61R Parker gear pump - requires M-Drive transmission and RMPO	\$	637.00	\$	-





152AC2	12.32	Heated mirrors per Spec 12.5 -Bulldog Stylized mirrors w/integral convex mirrors		\$	272.00	\$	-
152AA1	12.33	Heated mirrors per Spec 12.5 -Body color aero mirror with integrated convex mirror		\$	(49.00)	\$	-
152AA8	12.34	Remote control for R.H. mirror & heated -Aerodynamic		\$	344.00	\$	-
152AB9	12.35	Hadley/Kam 4-way mirrors with chrome steel - RH motorized & heated		\$	214.00	\$	-
152AC5	12.36	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		\$	502.00	\$	-
152AA7	12.37	Remote control for dual mirrors & heated - Aerodynamic		\$	444.00	\$	-
152AB6	12.38	Remote control for dual mirrors & heated - Aerodynamic body color		\$	134.00	\$	-
152AC0	12.39	Hadley/Kam 4-way mirrors with chrome steel - RH/LH both motorized & heated		\$	252.00	\$	-
Q4XACX	12.40	RH observation prism window in door		\$	28.00	\$	-
148AA5	12.41	Heated electric wiper blades		\$	118.00	\$	-
145AA5	12.42	Heated windshield	1	\$	425.00	\$	425.00
WSXAAX	12.43	One piece windshield	1	\$	83.00	\$	83.00
145AA4	12.44	Tinted windshield and sides w/50% transmittance gray, tinted rear window		\$	50.00	\$	-
OEAA1X	12.45	Bright finish hood intake	1	\$	16.00	\$	16.00
400AA6	12.46	Bright finish bars with surround grille	1	\$	240.00	\$	240.00
400AA5	12.47	Bright finish grille		\$	32.00	\$	-
512AA6	12.48	Bullet type chrome marker & clearance lights		\$	75.00	\$	-
312AB5	12.49	Led type marker & clearance lights	1	\$	75.00	\$	75.00
7HX10X	12.50	RH tool box mounted on frame rail		\$	221.00	\$	-
153AA3	12.51	Heated convex mirrors		\$	34.00	\$	-
12AB1X	12.52	Electronic keyless entry		\$	130.00	\$	-
15H02H	12.53	Bright finish RH fender mirror		\$	67.00	\$	-
15H0GH	12.54	Bus style 1/4 round black finish fender mirrors		\$	191.00	\$	-
157037	12.55	Stainless steel exterior sun visor		\$	247.00	\$	-
4UAB1X	12.56	Bright Finish hood latches		\$	89.00	\$	-
15H0NH	12.57	10" round bright finish heated fender mirrors	1	\$	234.00	\$	234.00
43X40X	12.58	Rect convex mirror above RH driver door window		\$	23.00	\$	-
				\$		\$	-
				\$		\$	-
13.0		<b>CAB INTERIOR OPTIONS:</b>					
	13.1	<b>Medium grade interior trim package</b>				\$	-
004AA4	13.2	Sandstone Color with woodgrain instrument panel		\$	292.00	\$	-
004AA5	13.3	Sandstone Color with brushed metallic instrument panel		\$	292.00	\$	-
004AA4	13.4	Slate Gray Color with woodgrain instrument panel		\$	292.00	\$	-
004AA5	13.5	Slate Gray Color with brushed metallic instrument panel	1	\$	292.00	\$	292.00
	13.6	<b>Premium grade interior trim package includes power window and locks in package</b>				\$	-
004AB1	13.7	Sandstone Color with woodgrain instrument panel		\$	1,087.00	\$	-
004AB2	13.8	Sandstone Color with brushed metallic instrument panel		\$	1,087.00	\$	-
004AB1	13.9	Slate Gray Color with woodgrain instrument panel		\$	1,087.00	\$	-
004AB1	13.10	Slate Gray Color with brushed metallic instrument panel		\$	1,087.00	\$	-
N6XR2X	13.11	Round universal gauge package	1		STD		
146AA4	13.12	Power window, passenger side	1	\$	158.00	\$	158.00
146AA3	13.13	Power window/both passenger and driver window	1	\$	325.00	\$	325.00
17400N	13.14	O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherboard, Handfree interface, Bluetooth	1		STD		
174054	13.15	O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherband, Handfree interface, Bluetooth, Sirius/XM Satellite		\$	157.00	\$	-

174AA2	13.16	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$	(175.00)	\$	-
17400M	13.17	O.E.M factory installed, AM/FM stereo, MP3, Weatherband, Handfree interface, Bluetooth		\$	(45.00)	\$	-
173AA4	13.18	O.E.M factory installed, air conditioning	1		STD		
	13.19	Cap mounted non-resettable hour meter				\$	-
PVXZ1X	13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1		STD		
N6XR2X	13.21	Transmission temp gauges	1		STD		
3CAA1X	13.22	Windshield defroster fan w/switch dash mounted		\$	87.00	\$	-
IFXC1X	13.23	Between seats mounted console		\$	308.00	\$	-
	13.24	Transmission oil sensor (check & fill)	1		STD		
1WAA1X	13.25	CB hot jacks dash mounted		\$	13.00	\$	-
XRXB1X	13.26	Tilt & telescope steering wheel	1		STD		
	13.27	Tilt steering wheel				\$	-
NPXB1X	13.28	Self canceling turn signals	1		STD		
1960H6	13.29	Bostrom Talladega 915 Hi-Back air driver seat		\$	26.00	\$	-
1960S6	13.30	Bostrom Talladega 915 wide ride Hi-Back air driver with 4 chamber air lumbar		\$	181.00	\$	-
1960C6	13.31	Bostrom Talladega 915 Hi-Back air driver seat and air lumbar support		\$	137.00	\$	-
1960W6	13.32	Air-Sears Atlas 70 hi-back driver seat		\$	246.00	\$	-
1960Y6	13.33	Air-Sears Atlas 70 hi-back driver seat "Premium comfort with height adj. Air lumbar		\$	301.00	\$	-
1960V6	13.34	Air-Sears Atlas 80 hi-back driver seat 4 chamber air lumbar	1	\$	374.00	\$	374.00
1960L6	13.35	National 2000 hi-back air driver seat - single chamber air lumbar, 2 position front cushion adjustable		\$	104.00	\$	-
1960J6	13.36	National 2000 hi-back air driver seat - three chamber air lumbar, 2 position front cushion adjustable front cushion with adjustable rear cushion		\$	199.00	\$	-
1970I7	13.37	Mack fixed rider seat mid-back with integral storage compartment		\$	82.00	\$	-
1970J7	13.38	Mack fixed rider seat hi-back with integral storage compartment		\$	106.00	\$	-
1970D7	13.39	Extended non suspension rider seat with seat belts (2)		\$	101.00	\$	-
1970E7	13.40	Mack fixed hi-back rider seat		\$	44.00	\$	-
1970I7	13.41	Bostrom Talladega 900R mid-back non suspension rider seat		\$	74.00	\$	-
1970M7	13.42	Bostrom Talladega 900R hi-back non suspension rider seat		\$	95.00	\$	-
1970Q7	13.43	Bostrom Talladega 915 mid back air rider seat		\$	200.00	\$	-
1970R7	13.44	Bostrom Talladega 915 hi-back air rider seat		\$	297.00	\$	-
1970T7	13.45	Bostrom Talladega 915 hi-back air rider seat with air lumbar		\$	297.00	\$	-
1970U7	13.46	National 2000 mid-back air rider seat		\$	214.00	\$	-
1970V7	13.47	National 2000 hi-back air rider seat		\$	250.00	\$	-
1970C7	13.48	Omit rider seat		\$	(40.00)	\$	-
3PXA1X	13.49	Inboard mounted driver arm rest	1	\$	-	\$	-
3PXC1X	13.50	Inboard mounted rider arm rest - Air Ride Seat Only		\$	-	\$	-
4850K5	13.51	Cloth with vinyl driver & rider seat	1	\$	-	\$	-
0HAA1X	13.52	Driver seat dust cover	1	\$	-	\$	-
0HAB1X	13.53	Passenger seat dust cover - Not Available with six passenger seat		\$	-	\$	-
4850N5	13.54	All ultra leather drive and ride set		\$	95.00	\$	-
5920I2	13.55	Orange driver & rider seat belt	1	\$	76.00	\$	76.00
D8XC1X	13.56	Light & buzzer for seat belt		\$	35.00	\$	-
2QAB1X	13.57	Push button type starter		\$	13.00	\$	-
5870D7	13.58	Diagonal grab handle on inside of driver door	1	\$	35.00	\$	35.00







REVISION I -- 8/2/22

TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
TOWMASTERTRUCK.COM

Reference No.  
QT 73951

**\*\* QUOTATION \*\***

<b>Ship To:</b> RICHFIELD, CITY OF 1901 E 66TH ST  RICHFIELD MN 55423 USA	<b>Cust:</b> 2927  MN 55423	<b>Phone:</b>   USA	<b>Bill To:</b> RICHFIELD, CITY OF 6700 PORTLAND AVE S  RICHFIELD MN 55423 USA	<b>Phone:</b>   USA
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ATTN: MARK HUISKES 612-861-9168

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/21/22	8/02/22	9/15/20

Serial No.

Order Comments: **\*\*STATE OF MN CONTRACT #212541\*\***

Build Instructions F.O.B. LITCHFIELD, MN

Other Instructions **\*\*PRICING GOOD FOR ORDERS PLACED BY 11/30/22\*\***

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900140	- Body 14'6" EDGE-RS/CS-56-46-46 - - 56" 7ga Stainless Front w/CS hoist doghouse, 46" 7ga Stainless radius sides (no pockets), 46" 7ga Stainless w/Hardox 450 face Tailgate, 1/4" Hardox-450 Floor, 8" I-Beam Longsills, Air-trip ready linkage, Underside Black	\$24,871.00	\$24,871.00
1	9901701	- Installation of Dump Body to hoist	\$2,036.00	\$2,036.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$456.00	\$456.00
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$395.00	\$395.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$784.00	\$784.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$461.00	\$461.00
1	9900156	- Cabshield, 1/2 type Stationary Free-Standing style,w/plain STAINLESS STEEL canopy, Hot-Dipped Galvanized tubing construction support stand, Slotted Center Viewing Window, (2) shovel holders, & reservoir mounts, Installed.	\$4,579.00	\$4,579.00
1	9900207	- Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed SPECIFY LOCATION HERE: LH FRONT AREA OF SIDE PANEL	\$704.00	\$704.00
2	9900211	- Body acc'y Dual "split" sander manifolds in rear Underfloor Areas	\$485.00	\$970.00

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

Reference No.  
 QT 73951

**\*\* QUOTATION \*\***

<b>Ship To:</b>	<b>Cust:</b> 2927	<b>Phone:</b>	<b>Bill To:</b>	<b>Phone:</b>
RICHFIELD, CITY OF			RICHFIELD, CITY OF	
1901 E 66TH ST			6700 PORTLAND AVE S	
RICHFIELD	MN 55423	USA	RICHFIELD	MN 55423 USA

ATTN: MARK HUISKES 612-861-9168

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/21/22	8/02/22	9/15/20

Serial No. [REDACTED]

**\*\*NOTE: DUAL SPINNER APPLICATION**

1 9904963 - Light Warning TMTE1SSM-3 PKG: 1/2 A 1/2 B, (2) SS 23H 3-light LED Micro-Edge, 2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) ) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed. **NOTE: RH FRONT AND LH REAR TO BE BLUE LIGHTS. SET FLASH PATTERN TO BE WIG-WAG	\$4,820.00	\$4,820.00
1 9900244 - Light Mirror mt HOH plow light pkg INSTALLED	\$780.00	\$780.00
1 9905778 - ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY IN LIEU OF STANDARD	\$1,325.00	\$1,325.00
1 9900267 - Fender set Minimizer M400, for Tandem Axle, black Poly, Installed	\$1,685.00	\$1,685.00
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$231.00	\$231.00
1 9900970 - Tire Chains ON-SPOT for 1 Axle Installed	\$3,748.00	\$3,748.00
2 9904692 - Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100	\$182.00	\$364.00
2 9904693 - Camera System option, NORTECH 9100-4 Harness, 65' Waterproof GEN 5 6100	\$118.00	\$236.00
1 9904691 - INSTALLATION of (Initial) Single camera system MOUNTED ON RH STROBE MOUNT FOR WING VIEWING	\$396.00	\$396.00
1 9904694 - INSTALLATION of extra Camera, & Harness GEN 5 6100 MOUNTED ON RH REAR CORNERPOST FOR REVERSE VIEWING, QUED TO BACKUP	\$197.00	\$197.00

---- Continued ----

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



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ATTN: MARK HUISKES 612-861-9168

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/21/22	8/02/22	9/15/20

Serial No. [REDACTED]

Qty	Part No.	Description	Price Ea.	Net Amt.
<b>CIRCUIT</b>				
1	1941405	Camera Guard, SS, Bolt-On	\$42.00	\$42.00
1	9905502	PreCise ARC Sensor Mount #1126929, only GEN 5 6100	\$50.00	\$50.00
1	9905835	PreCise ARC Sensor #1117640, only, for Wireless GEN 5 CONTROLLER Applications (LESS MTG BRKT), installed INSTALLED	\$680.00	\$680.00
1	9900317	Hoist Towmaster/MAILHOT G4 130-5-3 DOUBLE ACTING	\$4,891.00	\$4,891.00
1	9901711	Installation of Telescopic DOUBLE acting hoist	\$1,209.00	\$1,209.00
1	9900311	Hoist TMTE 48" Stabilizer	\$2,555.00	\$2,555.00
1	9902503	Installation of TMTE Stabilizer & Safety Props	\$629.00	\$629.00
1	9902986	Wing Falls RHTDL10A/FM-HYDPB-TRIP EDGE Primed LESS CUTTING EDGES	\$13,302.00	\$13,302.00
1	SPECIAL REQUEST - Special Request Charges for: "MN-DOT CRADLE" type Push-Bar stowage option on TDL WING moldboard backside.		\$485.00	\$485.00
1	9900433	Installation Falls TDL/FM Wing - w/Bulkhead Couplers	\$4,082.00	\$4,082.00
1	9900479	Wing Falls Gloss Black - Paint Moldboard	\$395.00	\$395.00
1	9900567	Plow Hitch Falls 46XB2/STD/STD/SA/SPR-RET/HITCH	\$2,825.00	\$2,825.00
1	9900589	Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	\$2,202.00	\$2,202.00
*--- Continued ---*				

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



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ATTN: MARK HUISKES 612-861-9168

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/21/22	8/02/22	9/15/20

Serial No.

1 9903074 - Plow Falls Poly PTE-1248/TRP-EDG/NOSHU/POLY-BLK Plow LESS CUTTING EDGES	\$11,574.00	\$11,574.00
1 9900619 - Plow Push Unit Falls 20/26/40/46 Series Std	\$1,037.00	\$1,037.00
1 9900637 - Plow Falls High Visibility Marker Set	\$131.00	\$131.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$433.00	\$433.00
1 9900641 - Plow Falls Parking Stand - Screw Adj Style	\$354.00	\$354.00
1 9900775 - Hitch TMTE Medium Duty Hitch Plate assembly	\$687.00	\$687.00
1 9901172 - Hitch Installation of med duty hitch (Weld On) **NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.	\$263.00	\$263.00
1 9902494 - Hitch 7 contact RV (flat pin) socket installed **NOTE: THIS IS IN ADDITION TO THE OEM SOCKET. WIRE BRAKE CONTROLLER TO THIS SOCKET.	\$218.00	\$218.00
1 9902495 - Hitch Electronic Brake controller w/wiring to rear socket, installed in cab of truck	\$609.00	\$609.00
1 9900776 - Hitch PH-20 Pintle Hook installed	\$213.00	\$213.00
1 9900996 - Sander Falls 1ASD-6CDSS-6P-1D-2S-LM Salt Special 6", SS Unit, LH & RH Discharge, Dual Poly Spinner Ass'y, w/uni-directional reversible auger (includes 1 extra salt shield), complete	\$7,311.00	\$7,311.00
1 9901722 - Sander Install dual spinner w/uni-directional reversible auger & dual manifolds RH & LH rear	\$1,524.00	\$1,524.00

---- Continued ----

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

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ATTN: MARK HUISKES 612-861-9168

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/21/22	8/02/22	9/15/20

Serial No.	

1	1917108 - Sander Towmaster Stainless Steel (optional) salt shield	\$53.00	\$53.00
	**NOTE: FOR RH SPINNER OPENING		
1	9900823 - Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$498.00	\$498.00
1	9900850 - Valve System, Force Add-A-Fold MCV-ISO Valve 8 Functions , INSTALLED	\$14,512.00	\$14,512.00
	**NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSH-BAR, AUGER (R OR L), & SPINNER (R OR L)		
1	9902497 - Control System Force ULTRA-4-6100 Commander control, Installed	\$13,781.00	\$13,781.00
	**NOTE: GEN 5 INCLUDES PRECISE MRM EQUIPMENT ITEGRATED		
1	9900882 - Reservoir TMTE Cabshield mt (stainless steel) w/intank filter INCLUDED, installed	\$3,975.00	\$3,975.00
1	9900889 - Pump Force FASD45L LS (6 ci) 3750 psi, w/Elect shut down installed	\$6,582.00	\$6,582.00
1	9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$248.00	\$248.00
1	9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$366.00	\$366.00
1	9900927 - Air Bag Canadian Load-Share kit, manual adj., Mack, & Volvo	\$1,498.00	\$1,498.00
2	9903370 - VBL EconoFLEX J6K-3 carbide in rubber Flexible Plow Blade, 3' wear part only	\$595.00	\$1,190.00
	**NOTE: FOR WING APPLICATION		

\*--- Continued ---\*

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
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ATTN: MARK HUISKES 612-861-9168

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	6/21/22	8/02/22	9/15/20

Serial No.	Qty	Part No.	Description	Price Ea.	Net Amt.
	4	9903371	VBL EconoFLEX J6K-4 carbide in rubber Flexible Plow Blade, 4' wear part only **NOTE: (3) FOR FRONT PLOW APPLICAITON, (1) FOR WING APPLICATION	\$793.00	\$3,172.00
	2	9903372	VBL EconoFLEX J6K-ST3 Strap, 3', 1/2" x 3" x 36" CFSE **NOTE: FOR WING APPLICATION	\$47.00	\$94.00
	4	9903373	VBL EconoFLEX J6K-ST4 Strap, 4', 1/2" x 3" x 48" CFSE **NOTE: (3) FOR FRONT PLOW APPLICAITON, (1) FOR WING APPLICATION	\$61.00	\$244.00
	2	9903374	VBL EconoFLEX J6K-BBW3 Base, 3', 1/2" x 4" x 36" FSB WABCO - 12" CTR **NOTE: FOR WING APPLICATION	\$74.00	\$148.00
	4	9903375	VBL EconoFLEX J6K-BBW4 Base, 4', 1/2" x 4" x 48" FSB WABCO - 12" CTR **NOTE: (3) FOR FRONT PLOW APPLICAITON, (1) FOR WING APPLICATION	\$99.00	\$396.00
	2	9903376	VBL EconoFLEX Attachment Kit (Bolts & Nuts) for up to 12' assembly	\$108.00	\$216.00
	1	WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele Hoists, and all other items.			

Price: \$153,712.00

Total Discounts:  
 Net Cost: \$153,712.00

Freight

Total: **\$153,712.00**

Accepted by \_\_\_\_\_

Date \_\_\_\_\_





**STAFF REPORT NO. 127**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
 9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
 9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider pre-authorizing the acceptance of \$8,992 in Safety Grant Program funds from the Minnesota Occupational Safety and Health Administration (MNOSHA) to assist in the purchase of stackable aluminum trench boxes for enhanced jobsite safety.**

**EXECUTIVE SUMMARY:**

**Grant Background**

The Minnesota Department of Labor and Industry makes funds available through its MNOSHA Workplace Safety Consultation Safety Grant Program for qualifying employers to purchase and install equipment designed to reduce the risk of injury and illness to their workers. Qualifying employers can apply for up to \$10,000 in matching funds to make safety improvements. No equipment can be ordered or purchased prior to approval of the grant.

Applications are reviewed every two months but MNOSHA requires grantees to sign and accept the grant within one week following the notification of grant award. This abbreviated acceptance timeline is the reason we are seeking pre-authorization to accept the grant award should our application be successful.

**Richfield Grant Application**

Richfield's grant application is attached to this report. If awarded grant funds, Richfield Public Works will use the grant to help purchase stackable trench box components that will provide the ability to build three trench boxes that can be put together in different combinations for different sized tasks. The boxes are lightweight, easy to assemble, and can be quickly moved into operation with two employees or existing equipment.

The trench boxes will benefit the eight employees who work on the outside Utilities crews by keeping them alive and safe while completing their duties. Utilities Supervisors have been continually educating the crew about the dangers and challenges of trenches. The crew are all supportive of the stackable trench boxes, agreeing that it will allow them to accomplish more, and do it safely. While most of the repair work done by Utilities is relatively shallow, it often requires going more than four or five feet deep in "Type C" disturbed soil, which is less stable and more apt to cave in.

**RECOMMENDED ACTION:**

**By Motion: Pre-authorize the acceptance of \$8,992 in Safety Grant Program funds from MNOSHA to assist in the purchase of stackable aluminum trench boxes for enhanced jobsite safety.**

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

See Executive Summary.

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

- Working in trenches and excavations is dangerous and heavily regulated. These trench boxes will allow crews to complete more tasks in a safer manner while complying with all safety regulations.
- Acceptance of the grant funds and purchase of the stackable trench boxes is in line with the following City of Richfield Strategic Priorities/Outcomes:
  - 1c: Operational Capability to Deliver Essential Services; and
  - 4b: Staff Capacity to Meet Service Demands.

### **C. CRITICAL TIMING ISSUES:**

- It is forecasted that this round of Safety Grant Program funds will be awarded sometime in October.
- Applications are reviewed every two months but MNOSHA requires grantees to sign and accept the grant within one week following the notification of grant award.
- This abbreviated acceptance timeline is the reason we are seeking pre-authorization to accept the grant award should our application be successful.

### **D. FINANCIAL IMPACT:**

- The total cost for the stackable trench boxes is \$17,984.
- The cost breakdown for the purchase is as follows:
  - \$8,992 MNOSHA Safety Grant Program funds; and
  - \$8,992 in City Utility funds.
- The City's contribution is accounted for in the 2022 Revised/2023 Proposed budget.

### **E. LEGAL CONSIDERATION:**

The City Attorney has reviewed the draft Safety Grant Program contract and will be available to answer questions.

## **ALTERNATIVE RECOMMENDATION(S):**

None

## **PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

## **ATTACHMENTS:**

Description	Type
▢ Richfield Safety Grant Application	Backup Material
▢ DRAFT Safety Grant Contract	Contract/Agreement

## Safety Grant Application Questions

PIN & KEY ( <i>CHESS will complete</i> )	
CONFIRMATION CODE ( <i>CHESS will complete</i> )	
Company Legal Name	City of Richfield Utilities Dept
Contact person's name	Fawn Kinsman
Title of contact person	Richfield Utilities Supervisor
Contact person's email address	<a href="mailto:fkinsman@richfieldmn.gov">fkinsman@richfieldmn.gov</a>
Contact person's phone number (No extensions or toll-free numbers)	612-861-9165
Worksite address (Include street, city, state, zip code, county)	1901 E 66 <sup>th</sup> St Richfield MN 55423
County	Hennepin
If mailing address is different than Worksite address, enter here. ( <i>If not different, check the box.</i> )	
State ID number. <i>Online form allows up to 7 digits; don't enter hyphens.</i>	8024817
Federal ID number. <i>Online form allows up to 9 digits; don't enter hyphens.</i>	41-6005490
NAICS Go to <a href="https://www.census.gov/eos/www/naics/">https://www.census.gov/eos/www/naics/</a> for assistance in determining SIC/NAICS codes entries.	237110
Business Description/Type of Business	Municipal utilities department
Unemployment insurance ID number. Must be 9 digits. <i>If number here has more than 9, omit numerals to the right of the hyphen. If has less than 9, add "leading" zeroes (to the left end).</i>	<b>07986185</b>
<b>Number of employees at location</b>	<b>42</b>
Number of employees company-wide in Minnesota is: (Check applicable box)	500 or less <u>  X  </u> (or) greater than 500 _____

Are you an employer with at least one employee and have been for at least two years?	Y / N
Have you received a safety grant from DLI within the last two years?	Y / N
Are you financially able to complete the project?	Y / N

Due to technological restrictions on the OSHA website, when completing this form do not use the following symbols:

- Bullets
- Statute Symbols

#### A. Detailed Project Description

Project means what you want to purchase to reduce the risk of injury/illness to employees, based on recommendations from an on-site hazard survey. The project must be based on findings of the hazard survey and must help achieve the recommendation(s) of the survey.

- a. Explain what equipment, training, and/or tuition you are purchasing.
- b. Explain how it achieves the recommendation(s) of the hazard survey.

#### A. Answer for Project Description

We want to purchase stackable trench box components that provides us the ability to build three trench boxes that can be put together for different sized trench boxes. We want to order the Badger Box Pro Series components: two sets of 4'x5' panels (part # BPS45), one set of 2'x5' panels (BPS25), two sets of end locking panels (B-ELP-48-48), 42" spreaders (B-SP-42), adjustable spreaders (B-ASA-36) and accessories. This gives us three trench boxes (two 4'x5' boxes and a 2'x5' box) that can be stacked together to build larger boxes.

The Badger Box Pro Series are lightweight aluminum panels, designed for depths up to 12 feet. By ordering a mix of panels we can build 4', 6', 8' and 10' trench boxes with end panels. If we use the panels end to end, we can build a four foot by ten-foot trench box. Assembled, the 4'x5' box weighs 170 pounds, so it could be lifted into place by two employees. Our tractor backhoe can easily handle the weight. With the adjustable spreaders, we can make the box as small as 36" across.

We expect to keep at least one box fully assembled, with all of the remaining components on the same trailer. The boxes are relatively quick and easy to assemble as needed.

Aluminum panels are appropriate for the soil type in Richfield (Type C).

The accessories include 8 Badger Box pins with keeper, D-keeper pins, leg kit, lifting slings, and lift lugs set.

We contract out any water main breaks, but employees are responsible for storm pipe repair, curb stop (water service shut off valves for homes and buildings) repairs, repairing manhole structures, catch basins, sanitary sewers, and hydrant repairs. Most of these (other than water mains) are conducive to small excavations. When we are digging up someone's yard for a curb stop repair, we want to make the excavation as small as possible, to minimize the disturbance of their property. The

flexibility of these trench box components will allow us to keep trenches relatively small but still safe.

### B. Technical Verification

*(Include as an attachment, a copy of each required permit for the project (if applicable)).*

To assess a project's effectiveness and feasibility, it's necessary to provide details on the technical basis for the project and how it will impact worker safety and health, through the reduction of workplace injuries/illnesses. Describing how the project will accomplish the recommendations of the hazard survey, and how it will effectively prevent injury/illness occurrences, will support the need for the project. Discussion should relate how the project will prevent the occurrences of existing work-site injury/illness incidents or how it will prevent occurrence of industry-known or anticipated injuries/illnesses. Reference existing safety and health regulations/standards and other reference documents, to help support the effectiveness and technical feasibility of the project.

- a. In reference to the hazard survey, explain how this project will effectively prevent worker injuries/illnesses.
- b. Include applicable standards and references to help support the project
- c. *Include as an attachment a copy of each required permit for the project (if applicable).*

### B. Answer for Technical Verification

All work will comply with federal, state and local regulations, including OSHA.

No permits will be needed for this project.

The trench box will help us meet:

1926 Subpart P - Excavations

1926.650: scope and application for excavations, including trenches

1926.651: specific excavation requirements

1926.652: Requirements for protective systems

1926 Subpart P Appendices covering soil classification (App A), sloping (App B) and aluminum hydraulic shoring (App D)

Minnesota Manual on Uniform Traffic Control (field manual for work zones) as it will reduce time in roadways.

1926.1408: work distance from power lines (a smaller trench box can be lifted with smaller equipment, reducing the risk of hitting a power line)

### C. Project Benefits

A project's worth will also be measured by the injury/illness risks that are minimized and the direct benefits to workers

- a. Describe the workers that will benefit from the project.
- b. How will workers benefit from the project?
- c. How many workers will benefit directly from the project?

### C. Answer for Project Benefits

This project will benefit the eight employees who work in Utilities and who are not assigned to the Water Treatment Plant. The trench boxes will keep employees from getting killed.

The Utilities Supervisor has been talking with the crew about dangers and challenges of trenches. The crew are all on board with the Badger Box trench box, agreeing that it will allow them to

accomplish more, and do it safely. While most of the repair work we do is relatively shallow, it often requires going more than four or five feet deep. All of the work we do is in already disturbed soil, so it is classified as Type C soil, less stable and more apt to cave in. We all realize that we cannot use our large, heavy trench box, we cannot contract everything out, and we need to keep excavations relatively small. These trench boxes will fit our needs. This system would allow us to have two small excavations occurring at the same time.

The leg kit will enable us to place the trench box over existing pipes if needed.

Richfield has aging infrastructure; most of the city was built in the mid-1950s to early 1960s. The majority of our work is responding to issues: repairing manhole structures, stormwater piping, curb stops in residents' yards, catch basins, hydrant repairs, and sanitary sewer repairs. The majority of our excavations are less than eight feet deep. Large, deep excavation work is contracted out.

We need a trench box that is easy to use, can be readily assembled and expanded as needed, and is ready to go. We will keep the main box assembled on a trailer, with the components. We never want employees to be in a situation where they have a repair to make and do not have the appropriate equipment. We recognize that trench collapses are usually not survivable. Even someone buried to the waist may not survive.

Along with the 8 Utilities workers, the trench boxes may benefit Streets employees, as we can use the trench boxes to help them with their excavations, which would likely mostly be installing irrigation systems.

Richfield Public Works has a strong safety program. We provide a lot of safety training annually and solicit feedback from employees on ways to make their jobs easier and safer.

We expect the trench box will be used once or twice a month.

#### D. Business Plan Demonstrating Economic Feasibility to Complete the Project

Another measure of the project's worth will be in the financial gains achieved, as a direct result of reducing the risk of injury/illness occurrences.

The following hints pertain to the corresponding questions below:

- a. Indicate the source(s) of funds for the project (i.e. internal budget, bank loan, donations, fund raising...etc.);
- b. ROI is the savings that can be anticipated, through the reduction in costs associated with the work-related injuries/illnesses that would be avoided, upon implementation of the project. Actual dollars from existing injury/illness occurrences or industry-known injury/illness occurrences or industry-known injury/illness data can be used to determine a ROI. Injury cost calculators could be another tool to help in determining a ROI. <https://www.osha.gov/dcsp/smallbusiness/safetypays/estimator.html>

Knowing the project costs and calculating the potential savings that result from the avoidance of injuries/illnesses, over a given time, will determine the ROI. For example: If a project costs \$120,000 to implement, but is expected to prevent the occurrence of back injuries, and 3 cases of back injuries occurred in a previous year, with an average cost of \$40,000 per incident, and those injury occurrences can be prevented by

the project, then the project could pay for itself within a year of implementation.

- a. Explain how funding for the project will be acquired.
- b. Explain the anticipated return-on-investment (ROI).

#### D. Answer for Business Plan Demonstrating Economic Feasibility to Complete the Project

We have budgeted for this project.

A recent waterline excavation in St Paul resulted in a trench collapse that killed two workers. It took hours for rescue crews to recover the bodies, potentially putting all of them at risk as well. Trench collapses and fatalities are on the rise nationwide. We expect the trench boxes to be used twice a month. We estimate the cost of one fatality to be in excess of \$250,000 including primarily direct costs. An easy to use, accessible, properly-sized trench box has an immediate return on investment.

#### E. Project Implementation

Project must be completed within 120-days from the date of the signed grant agreement. Training and education tied to the purchase of equipment will be allowed an additional 30-days. Tuition reimbursement will be allowed an additional 240-days.

*Do not apply in the current grant cycle if these deadlines cannot be met.*

The following hints pertain to the corresponding questions below:

Provide details on the project activities that will be completed in order for the project to reach completion. Activities can include ordering, permits, installation, training...etc... Indicate how long it will take to complete each activity related to the project's implementation. The overall timeline must not exceed 120-days to complete the project, with the exceptions noted above.

- a. Explain the project activities (i.e. ordering, receiving, installing, implementing, training...) necessary to complete the project.
- b. Include names and titles of those who will be responsible for completing each project activity. - If vendors or other outside entities are involved, include their name(s) and address(es)
- c. Indicate the anticipated timeline(s) for completion of activities.
- d. For projects involving training/education, include the planned start date. (Enter NA if not applicable).

#### E. Answer for Project Implementation

Russ (Butch) Lupkes, Utilities Superintendent, is responsible for budget issues, and ensuring contracts are signed. Either Mr. Lupkes or the city manager will likely sign the grant contract.

Fawn Kinsman, Utilities Supervisor, is responsible for coordinating with the vendor, signing the purchase order, and working with employees to ensure the project is implemented.

We are working on Council pre-approval now, expecting to get that before early September.

The equipment will be ordered directly from Allen Trench Safety, the manufacturer, which is located in Michigan.

877-854-3552

We will order the equipment as soon as possible. We expect it is in stock, so should be able to accept delivery within four to six weeks. We expect to complete this project in less than 90 days.

#### F. Project Location

Provide the work site address where the project will be implemented. For mobile work sites, provide an address that will be impacted first, or provide a directional or area description of anticipated work sites.

- a. Provide the location of the project.

#### F. Answer for Project Location

The trench box will be kept in the Public Works building at 1901 E 66<sup>th</sup> St, Richfield. It may be used throughout the city. See attached map showing Richfield Utilities

#### G. Training Tied to Equipment

(Only complete if requesting funds for training, if the project includes worker training costs associated with the equipment that is being purchased.)

- a. Describe who will provide the training, including name and credentials.
- b. Provide a syllabus (outline) of what the training will include. Can include as an attachment a copy of the syllabus.

#### G. Answer for Training Tied to Equipment

[If not applicable, leave blank.]

#### H. Tuition Reimbursement

(Only complete if requesting funds for tuition reimbursement.)

- a. Provide the name of the course and entity (i.e. college, vo-tech, trade or business association...) where the course will be taken
- b. List the number who will attend the course, by job title. (e.g., 3 crane operators, 5 maintenance personnel, 10 emergency response team members, 50 Na/Rs...)
- c. Provide a syllabus (outline) of what the course will include. Can include as an attachment a copy of syllabus.

#### H. Answer for Tuition Reimbursement

[If not applicable, leave blank.]

#### I. Items and Costs

List all items that are part of the project. Each item listed must have a corresponding quote. Each listed quote

must have a corresponding vendor quote, included as an attachment to the application.

a. List the project items(s), including equipment, training, and course tuition that will be purchased, along with the corresponding cost quote(s) for each item. Corresponding vendor quotes must be included as an attachment to the application. After entering the item and cost, click the "**Add Item and Cost**" button to include in the Grant Item list below. Repeat the process to include additional items to the Grant items list. When all items have been entered, proceed to section J."

**I. Answer(s) to Items and Costs**

Item Name	Cost
Badger Box Pro Services trench boxes, end locking panels and all components and accessories (cost with freight)	\$ 17,984.00

**J. Project Funding Summary**

Include the total cost of items described in the project description. Total grant amount requested, employer contributions, and other funding sources must equal the total project cost.

**J. Answer(s) for Project Funding Summary**

Total Grant-Eligible Project Costs (Must be a dollar amount greater than \$1.00)	\$ 17,984.00
Amount Requested from State Grant (Must be a dollar amount equal to or less than \$10,000.00)	\$ 8,992.00
Amount of Employer Matching Funds (Must be a dollar amount greater than \$1.00)	\$ 8,992.00
Amount Received from Other Sources (Must be a dollar amount)	

**K. Reduced Grant Award – Impact on Project Completion**

Knowing that necessary funding is required to complete the project, prior to reimbursement, explain the potential impact on completion of the project, if a reduced grant amount was awarded.

**K. Answer for Reduced Grant Award – Impact on Project Completion**

We will likely scale back on the components, making the trench box less flexible in terms of size. We would try to buy other parts over time.

**Further Company Information- Circle or Highlight Applicable Choice**

Is your company in the assigned risk plan for worker's compensation insurance?	Yes	No
--	-----	----

(If the company is self-insured, please enter self-insured).	
What is your worker's compensation insurance company?	Berkley Risk Administrators (TPA for City of Richfield)
What is your worker's compensation policy number?  <i>You can try to look up their work comp policy by going to <a href="http://www.inslookup.doli.state.mn.us/">http://www.inslookup.doli.state.mn.us/</a> For dates, enter the last year or so. Do not put in the full name, just the start of it. You can try with the full address or just the city. Sometimes it works, sometimes it doesn't.</i>	# 22SI 222800000000201
Your company is a:	Private Employer <b>Public Employer</b>
Your business type:	Manufacturing Commercial Construction Logging <b>Service</b>
Who conducted the safety/health on-site survey you are attaching? (A copy of the written hazard survey must be included as an attachment to the application.)	MNOSHA safety/health investigator Workplace Safety Consultation safety/health consultant In-house employee safety-health committee (include pertinent committee meeting minutes, with written hazard survey) Worker's compensation underwriter (cannot be from loss-control specialist) <b>Private safety/health consultant</b> A person under contract with the Assigned Risk Pool
How did you learn about the safety grant program?	Brochure Conference DLI Website Formal Presentation Recent MNOSHA Compliance Inspection Previous WSC Visit Client Referral <b>Other</b>

List Grant Attachments Here:

Hazard survey

Equipment quote

Installation quote

Equipment literature

W9 (not needed)

Facility map

Pictures

# STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Labor and Industry, Occupational Safety and Health Consultation Unit ("State") and \_\_\_\_\_ ("Grantee").

## Recitals

1. Under Minn. Stat. § 79.253 the State is empowered to enter into this grant.
2. The State deems the performance of the safety grant project hereunder to be important to the safety of workers.
3. The Grantee represents that it is duly qualified and agrees to implement the project described in this grant contract to the satisfaction of the State.

## Grant Contract

### 1 Term of Grant Contract

- 1.1 **Contract Effective date:** This Grant Contract shall be effective upon the date that the final required signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, Subd. 2. The Grantee understands that no work relying on this Grant Contract should begin until all required signatures have been obtained and Grantee is notified by the State's Authorized Representative.
- 1.2 **Contract Expiration date:** One Year after the effective date, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract:  
8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

### 2 Grantee's Duties

- 1.1 The Grantee, who is not a state employee, will: perform and complete the \_\_\_\_\_ purchase and implementation project activities according to the project description incorporated herein (16) and submitted in the grant application.
- 1.2 **Project Completion Date:** 120 days after the effective date of the contract, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The project completion date can only be extended by request and must be received prior to the original project completion date. Said requests for extension will only be considered when circumstances exist that were not created by the grantee but are preventing the grantee from meeting the project completion date. Said extension(s), however, cannot extend the project completion date beyond the contract expiration date.

### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### 4 Consideration and Payment

- 4.1 **Consideration.** The State will reimburse project costs under this grant contract as follows:  
**Reimbursement.** The Grantee will be paid up to \$xxxxxx per 4.2. Grantee certifies that the dollar for dollar matching requirement for the grant will be met by Grantee. Any cost overruns incurred in the development and implementation of the project shall be the sole responsibility of the recipient.
- 4.2. **Payment**  
**Invoices.** Subject to item 5, "Conditions of Payment", the State will promptly pay the Grantee, after the Grantee presents proof of payment/receipts and the certification of completion form, and the requirements of the project have been met, for the project costs expended and the State's Authorized Representative accepts the expenditures. Proof must be submitted timely and be based on the detailed records maintained of all expenditures related to the project and according to the following schedule:

Proof of payment/receipt(s) upon project completion and certification.

## 5 Conditions of Payment

The project described by the Grantee under this grant contract must be implemented as submitted to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for project grant until State has received a Certification of Completion Form and verified compliance with all requirements for the project. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representative

The State's Authorized Representative is \_\_\_\_ or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the project implementation provided under this grant contract. If the project performance is satisfactory, the State's Authorized Representative will certify acceptance on the Certificate of Completion Form submitted by Grantee.

The Grantee's Authorized Representative is \_\_\_\_\_. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## 7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## 9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract. Grantee agrees to an on-site safety and health consultation by State after the project is complete.

## 10 Government Data Practices

**Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and with both it and with Minnesota Rules part 5203.0050, subp 1, as they apply to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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

**11 Workers' Compensation**

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

**12 Publicity and Endorsement**

12.1 *Publicity.* Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.

**13 Governing Law, Jurisdiction, and Venue**

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

**14 Termination**

14.1 *Termination by the State.* The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment determined on a pro rata basis, for items which accomplish safety goals, albeit short of project completion.

14.2 The State may cancel this Grant Contract immediately if the State finds that there has been a failure to comply with the provisions of this Grant Contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**15 Data Disclosure**

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

**16 Other Provisions**

Incorporation by reference - The safety grant project description in the proposal submitted to State on \_\_\_\_\_ is attached and hereby incorporated by reference.

**1. State Encumbrance Verification**

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

(With delegated authority)

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

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

Grant contract No. \_ \_ \_ \_

**3. State Agency**

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

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

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

**2. Grantee**

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

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

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

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

Distribution:

Agency

Grantee

State's Authorized Representative - Photo Copy



**STAFF REPORT NO. 136**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
9/8/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

**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 strong beer in their parking lot on Sunday, September 18, 2022, in conjunction with Richfield's Open Streets at Penn Fest event.**

**EXECUTIVE SUMMARY:**

On August 29, 2022, Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry requested permission to serve strong beer 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 strong beer only, and would be valid only on Sunday, September 18, 2022, from 12:00 p.m. to 5:00 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 strong beer in their parking lot on Sunday, September 18, 2022, 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.

**C. CRITICAL TIMING ISSUES:**

Open Streets at Penn Fest takes place on September 18, 2022, so approval by the City Council is needed at the regular meeting on September 13, 2022.

**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 strong beer 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 PennFest documentation	Cover Memo
☐	Application	Cover Memo

PARKING LOT

BAND  
▽

PARKING LOT

BEER  
TRAILER

FIRE SIDE  
FOUNDRY

PATIO

SEDEWALK



**CITY OF RICHFIELD**

2022

LOGIS # 5224

**Application for Temporary  
Liquor License**

*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      \$141.00      *No*
- Temporary On-Sale 3.2 Percent Malt Liquor only      \$70.00      *FEE*

Name of Applicant: Scott Schoenig Title: General Manager  
 Organization Name: Fireside Foundry  
 Address: 6736 Penn Ave. South City: Richfield Zip: 55423  
 Date organized: \_\_\_\_\_ Tax Exempt number: \_\_\_\_\_  
 Contact Person: Scott Schoenig Phone: 612-385-1295 Email: scottschoenig@comcast.net

Event name and location where license will be used: Pennfest , Fireside Foundry Parking lot

---

Date(s) and exact times when alcohol will be served: Sept. 18th, 2022 between 11 am - 6 pm

---

**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:** Food will be served from inside the restaurant and we will have a live band performing in our parking lot.

---

Alcohol will be monitored by Fireside Foundry staff during our hours of operation.

---

We will be pouring tap beer in a single designated area in our parking lot

---

**\*If serving food, a temporary food license with the city is required.**

**Temporary On-Sale 3.2 Percent Malt Liquor License Applicants**

- 1) Are you a club, charitable, religious, or non-profit 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: \_\_\_\_\_

**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:

September 19, 2021

One day

Fireside Foundry 6736 Penn Ave South

- 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 intoxicating liquor catering services with the holder of a full-year on-sale intoxicating liquor license issued by the City or any other municipality? Yes \_\_\_\_\_ No

If "Yes," state the name and contact number of the on-sale intoxicating liquor licensee with which Applicant is contracting:

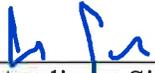
Name: \_\_\_\_\_ Phone: \_\_\_\_\_

7) You must provide proof of liquor liability insurance. Has the required proof of liquor liability insurance been provided? Yes  No \_\_\_\_\_

**APPLICANT'S STATEMENT**

I declare that the information I have provided on this application is truthful and I understand the disclosure of information on this form is voluntary and that I am not legally required to provide it. However, I understand the City may not be able to process this application without the information. After issuance of the license, all information in this application will be public pursuant to Minnesota Statutes, Chapter 13. I understand that falsification of answers on this application will result in denial of the application.

I hereby authority the City of Richfield to have access to all sources of information which may be consulted to verify the information I have provided above. This includes authorization to check criminal history records if any have been asked to provide that information.

  
\_\_\_\_\_  
Applicant Signature

9/8/2022  
\_\_\_\_\_  
Date

Scott Schoenig  
\_\_\_\_\_  
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 of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal, or transfer of your 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.

*Please print or type*

Name of license being applied for or renewed: Temporary on sale intoxicating liquor license

Licensing Authority (Name of city, county, or state agency issuing license): City of Richfield

Licensing (or renewal) date: September 18, 2022

### **Personal Information:**

<u>Schoenig</u>	<u>Scott</u>		
Applicant's last name	First name and initial	SSN or ITIN (if applicable)	
<u>12025 Summerset Ln</u>	<u>Burnsville</u>	<u>MN</u>	<u>55337</u>
Applicant's address	City	State	Zip Code

### **Business Information (if applicable):**

<u>Fireside Foundry</u>			
Business name			
<u>6736 Penn Ave South</u>	<u>Richfield</u>	<u>MN</u>	<u>55423</u>
Business address	City	State	Zip Code
<u>2960853</u>	<u>41-1858257</u>		
Minnesota tax identification number	Federal tax identification number		

*If a Minnesota tax identification number is not required, please explain on the reverse side of this form.*

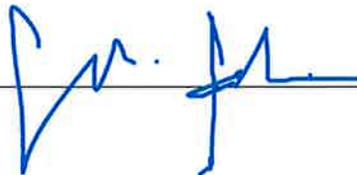
	<u>General Manager</u>	<u>9/8/2022</u>
Signature	Title	Date

**APPLICATION FOR LICENSE INVOLVING  
PRIVATE OR CONFIDENTIAL INFORMATION  
(Tennessee 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: To determine if you are eligible for a license from the City of Richfield.
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: Your request for a license cannot be processed.
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:  Scott Schoenig DATE: 9-8-2022

**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: Farmers  
(NOT the insurance agency)

Policy Number or Self-Insurance Permit Number: 607206944

Dates of Coverage: 12/31/2021-12/31/2022

(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.

 Scott Schoenig 9/8/2022  
Signature Date



**STAFF REPORT NO. 128**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: Sam Ketchum, City Attorney

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/20/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Second reading of a proposed ordinance amending the Existing Cable Television Franchise Agreement from August 1, 2022, to January 31, 2023 with Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, Inc.**

**EXECUTIVE SUMMARY:**

The Southwest Suburban Cable Commission ("Commission") consists of the cities of Eden Prairie, Edina, Hopkins, Minnetonka and Richfield, Minnesota ("Member Cities"). The Commission administers and enforces the cable franchises on behalf of its Member Cities.

On or about January 1, 1997, each of the Member Cities granted a Cable Television Franchise to KBL Cable systems of the Southwest, Inc ("Existing Franchise"). At that same time the Member Cities each adopted a Cable Television Regulatory Ordinance ("Regulatory Ordinance") to be incorporated into the City Code of each Member City. In 2000, the Commission and Member Cities approved a transfer of the Existing Franchise to Time Warner, Inc. In June of 2005, Time Warner transferred the Existing Franchise to Comcast Communications ("Comcast"). Comcast currently operates the cable systems in each of the Member Cities under authority granted in the Existing Franchise.

The initial term of the Existing Franchise ran for fifteen years and was extended by the Member Cities to expire on July 31, 2012. Each member city adopted a cable franchise in 2012 which granted Comcast a 10 year franchise with an effective date of August 1, 2012. Due to delays finalizing the Needs Assessment Report and related matters, negotiations of the renewed franchise will obviously not be completed before the existing franchise expires on August 1, 2022.

Expiration of an existing cable franchise during renewal proceedings is not unusual for cable commission franchise renewals nor is it unusual in the cable industry. Even if the member cities took no action to extend the existing franchise, the Comcast franchise would remain in place, Comcast would continue to have authority to operate, and would be required to remit applicable fees to each city. Federal law provides that cable franchises remains in effect until a city denies a franchise renewal request under 47 USC 546.

The Commission and Comcast, pursuant to 47 U.S.C. §546(h), are currently conducting informal franchise

renewal negotiations in an attempt to reach a mutually acceptable terms for franchise renewal.

Both the Commission and Comcast are interested in continuing informal renewal negotiations and desire to extend the Franchise term from August 1, 2022, to January 31, 2023. The attorney representing the Commission has provided all five Member Cities the attached draft ordinance amendment which will allow the Commission to continue these discussions.

Staff recommends approval of the draft ordinance amendment as is. All five Member Cities are taking action on the Model Franchise simultaneously. Any proposed revisions from one of the Member Cities may require the Commission to seek agreement not only from Comcast but from the other four Member Cities.

A public hearing is required for this under City Charter, Section 10.05. The first reading of the proposed ordinance occurred during the July 26, 2022 city council meeting. A notice of the public hearing was posted in the Sun Current on September 1, 2022.

**RECOMMENDED ACTION:**

**By Motion: Approve the attached ordinance amending the term of the Existing Franchise Agreement from August 1, 2022, to January 31, 2023.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

Included in Executive Summary

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

C. **CRITICAL TIMING ISSUES:**

The cable television franchise renewal should be extended as soon as possible because the existing franchise extension expires on August 1, 2022.

D. **FINANCIAL IMPACT:**

All current franchise fees remain in place.

E. **LEGAL CONSIDERATION:**

The franchise ordinance was negotiated and drafted by legal counsel for the Southwest Cable Communications Commission, Brian Grogan.

Under the City Charter, the new ordinance will not be effective until 30 days after publication of the ordinance.

The SWCCC has negotiated that the new rates will be applied retroactively to August 1, 2022.

The attached draft ordinance amendment was reviewed and finalized by the City Attorney.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could choose to not adopt the proposed ordinance amendment, however, its adoption has been recommended by the Board of the SWSCC.

Failure to adopt the ordinance will not nullify our franchise agreement with Comcast. Even if the member cities took no action to extend the existing franchise, the Comcast franchise would remain in place, Comcast would continue to have authority to operate, and would be required to remit applicable fees to each city. Federal law provides that cable franchises remains in effect until a city denies a franchise renewal request under 47 USC 546.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
AN ORDINANCE EXTENDING THE TERM OF THE FRANCHISE HELD BY COMCAST OF MINNESOTA, INC	Resolution Letter

**BILL NO. \_\_\_\_\_**

**TRANSITORY ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE EXTENDING THE TERM OF THE FRANCHISE  
HELD BY COMCAST OF MINNESOTA, INC.**

**WHEREAS**, on June 25, 2012, the City of Richfield, Minnesota (“City”) granted a cable television franchise pursuant to Ordinance No. 2012-10 (“Franchise”), which is currently held by Comcast of Minnesota, Inc. (“Comcast”); and

**WHEREAS**, the City and Comcast, pursuant to 47 U.S.C. § 546(h), are currently conducting informal franchise renewal negotiations in an attempt to reach a mutually acceptable terms for franchise renewal; and

**WHEREAS**, the City and Comcast are interested in continuing informal renewal negotiations and desire to extend the Franchise term from August 1, 2022, to January 31, 2023; and

**WHEREAS**, the City and Comcast have determined that an extension of the Franchise term is reasonable and in the best interest of the City, and its residents, to ensure uninterrupted cable television services; and

**WHEREAS**, the City and Comcast desire to expressly reserve all of their respective rights under state and federal law; and

**WHEREAS**, the City and Comcast continue to be governed by the formal renewal process pursuant to 47 U.S.C. § 546(a-g) and nothing contained herein shall in anyway diminish either party’s rights under the formal renewal process.

**NOW THEREFORE, THE CITY OF RICHFIELD DOES ORDAIN:**

1. The Franchise is hereby amended by extending the term of the Franchise from August 1, 2022, through January 31, 2023.
2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.
3. This Ordinance shall become effective upon adoption by the City, in accordance with Section 3.09 of the City Charter, and acceptance by Comcast.

Adopted by City of Richfield, Minnesota, this 13th day of September, 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk

**ACCEPTANCE**

Comcast of Minnesota, Inc. hereby accepts this Ordinance and agrees to be bound by the terms and conditions of the Franchise, as amended.

**COMCAST OF MINNESOTA, INC.**

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

Its: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public



**STAFF REPORT NO. 129**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Sam Crosby, Planner II

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director  
9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Second reading of a proposed ordinance amendment updating the City's Zoning Code subsection that regulates fences, walls, and hedges.**

**EXECUTIVE SUMMARY:**

Staff is proposing updates to the fence regulations (Section 509.15) in the City's Zoning Code to incorporate the following:

- General provisions that define "good neighbor" standards that require the finished side of a fence to face the adjacent property.
- Modified height requirements for corner lots.
- A process for administratively approving special exceptions for through lots that possess unique and special circumstances that make it impractical to meet the zoning requirements.

At the July 25, 2022, Planning Commission meeting, no one from the public spoke to the matter. To avoid confusion, the Planning Commission recommended the removal of Subd.12 regarding non-conformities, as it is already addressed by Code section 905.25, "Nonconformities." With that one change, the Planning Commission voted (5-1) to recommend approval of the ordinance.

Since then, staff has made minor modifications to simplify the language of the ordinance and provide additional flexibility in regards to setbacks.

**RECOMMENDED ACTION:**

**By motion:**

- 1. Approve the proposed ordinance amendments to the City's Zoning Code to incorporate general provisions, modified height requirements for corner lots, and a special fence exception for through lots, and;**
- 2. Approve resolution authorizing summary publication of said ordinance.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- **Good Neighbor Standards:** Good neighbor standards require that the finished side of a fence face away from the center of the property. These standards are commonly used to help ensure

the more attractive or finished side of the fence faces the adjacent property. The property owner building the fence has the view of the rails and posts from inside their yard. This provision is fairly standard practice; the provision is also included in the City's fence handout.

- Height Requirements, Corner Lots: Staff is recommending fences and walls not exceed four (4) feet in height along the corner side yard, but may be increased to six (6) feet when located behind the principal building (ie: in the rear yard) and set back at least 6 feet. To provide additional flexibility, staff added a provision that allows this 6 foot tall fence to be set back only 3 feet when plantings are installed along the outside of the fence to soften the appearance. An image is included in the attached ordinance to help the public to understand the regulation.

The purpose for this amendment is to help ensure fence and walls are constructed at a reasonable height along roadways without negatively impacting the corridor's character and visibility angles. It is also intended to improve the pedestrian and bicyclist experience by creating corridors that are more comfortable to travel on. In general, taller fences and walls create an exclusive feel, indicating an un-welcoming environment. They also remove eyes from the street, decreasing safety. In summary, fences that are greater than four (4) feet in height can have a negative impact on the corridor's aesthetics, feel, and safety.

- Special Fence Exceptions: City staff recognizes through lots are unique in that they do not have a rear yard. There may be reasonable deviations from fence requirements that could allow for a fence taller than four feet, but those circumstances will need to be evaluated individually for each property. The proposed amendment will provide the option for a property owner to apply for a special exception. The applicant will need to demonstrate the unique and special circumstances that warrant a special exception, in addition to demonstrating that the proposed improvements are reasonable and do not negatively impact the neighborhood's aesthetics. Special exceptions will be processed administratively and require a \$250 application fee. The Community Development Director will be responsible for approving or denying special exceptions. Appeals are available per Zoning Code Section 547.

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

The proposed Zoning Code amendments are in alignment with the City's Comprehensive Plan's goals and policies. Examples include:

- Improve pedestrian and bicycle travel in the City.
- Establish a land use pattern and supporting infrastructure that preserves and enhances the ability of residents to make personal connections in their neighborhoods.
- Maintain and provide quality amenities and a safe living environment.
- Improve gateways to create a visual means of welcoming people to the City.
- Embrace the City's Complete Streets Policy.
- Maintain and enhance the "urban hometown" character of Richfield.
- Develop identifiable nodes, corridors and gateways throughout Richfield.

**C. CRITICAL TIMING ISSUES:**

None.

**D. FINANCIAL IMPACT:**

None.

**E. LEGAL CONSIDERATION:**

- Notice of the public hearing was published in the Sun Current newspaper as required on July 14, 2022.
- With one minor change, the Planning Commission voted (5-1) to recommend approval of the ordinance.
- The first reading of the attached ordinance was approved by the Council on August 10, 2022.
- Summary publication of adopted ordinances is permitted when the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

**ALTERNATIVE RECOMMENDATION(S):**

- Recommend revisions to the ordinance amendment as proposed; or.
- Recommend denial of the proposed ordinance thus maintaining the existing rules and regulations as currently written.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

	Description	Type
▣	Ordinance	Ordinance
▣	Summary Publication Resolution	Resolution Letter
▣	Fence examples	Exhibit

BILL NO. \_\_\_\_\_

**AN ORDINANCE AMENDMENT MODIFYING THE ZONING CODE  
IN RELATION TO FENCES, WALLS, AND HEDGES**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1                      Subsection 509.15, "Fences, walls, and hedges"; is hereby amended to read as follows:

Subdivision. 1. General rule. A fence, wall, or hedge may occupy a lot as provided in this subsection.

Subd. 2. Definitions.

- a) "Hedge." A row of shrubbery which forms or is intended to form a barrier.
- b) "Wall." This term includes retaining walls, freestanding walls, and decorative or privacy walls.
- c) "Height of fence." Fence height is measured to include the body of the fence, plus allowing a maximum of six (6) inches (on average between posts) above the natural grade (i.e., for drainage purposes). Fence posts are permitted to extend a maximum of six (6) inches above the body of the fence.

(Amended, Bill No. 2014-4)

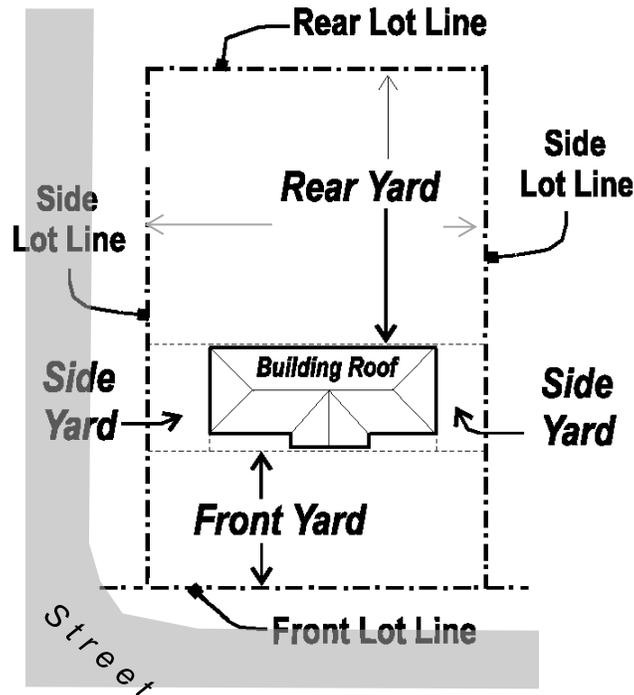
Subd. 3 General Provisions.

- a) All fences must be located entirely within the lot lines of the subject site. It is the owner's responsibility to locate the relevant property corner stakes prior to installation.
- b) All fences, walls, and hedges shall be maintained and kept safe and in a state of good repair.
- c) Fences and walls shall be erected with a finished side facing away from the center of the property.
- d) Provisions shall be made for gates or openings to provide access maintenance where necessary, such as through lots.

Subd. ~~34~~. Height.

- a) Fence, wall, or hedge more than four (4) feet in height shall be constructed or permitted to grow in the front yard. ~~forward of the front line of the principal building extended to the side lot lines;~~
- b) On corner lots, fences or walls located in the side yard abutting a street may not exceed 4 feet in height.
- c) Fences or walls located in the rear yard along the side lot line abutting a street may be:

- i. four (4) feet in height when located up to the property line;  
or
- ii. six (6) feet in height when located 3 feet from the property line and plantings are installed along the outside of the fence to soften the appearance. Plantings must be both ground and vining (or meet this intent with a plan approved by the Community Development Director) and be located periodically along the entire length of the fence. Plantings must be maintained by the property owner; or
- iii. six (6) feet in height when located 6 feet from the property line (no plantings required). Areas outside the fence must be maintained by the property owners.



- d) No fence or wall more than six (6) feet in height shall be constructed, elsewhere on the lot; except that in "C-2" and "I" districts the maximum height shall be eight (8) feet. A building permit shall be required for fences and walls over six (6) feet in height; and
- e) Whenever a fence and wall are used in combination, or placed upon a berm, the combined height shall not exceed the permitted heights outlined in the paragraphs a) and b) above. For the purposes of this clause, fences placed within three (3) feet of a berm or wall shall be considered to be used "in combination" with said berm or wall (Amended, Bill No. 2011-13).

Subd. 45. Corner lots. Fences, walls, and hedges located on any corner lot are subject to the traffic visibility requirements described in subsection 925.01 of the City Code.

Subd. 56. Setback requirement. Fences, walls, and hedges located along a right-of-way which contains a public sidewalk, or located along a street or alley, shall be set back not less than three (3) feet from the nearest edge of such sidewalk, street, or alley. See also Subd.3.a of this Section.

Subd. 67. Prohibitions. Barbed wire and electric wire fences are prohibited in all districts. Fences shall not be constructed from chicken wire, welded wire, branches, or materials originally intended for other purposes, unless a showing of a high degree of architectural quality is achieved through the use of such, and prior approval is granted by the Director.

Subd. 78. Chain link. Chain link fences shall have a top rail and the barbed ends shall be toward the ground. Inserts or slats woven through such fences shall be kept in a good state of repair.

Subd. 89. Posts. Posts and stringers on any fence located at or near the lot line shall be on the inside of the fenced area unless designed as an integral part of the fence. Posts for wooden fences shall be spaced at intervals not to exceed eight (8) feet. Posts for chain link fences shall be spaced at intervals not to exceed ten (10) feet. (Amended, Bill No. 1999-3)

Subd. 910. Construction and maintenance. Fences and walls shall be constructed of durable, weather resistant materials that are properly anchored. All fences and walls shall be maintained in a condition of reasonable repair and shall not be allowed to become and remain in a condition of disrepair, danger, or constitute a nuisance.

Subd. 1011. Required screening. Any fence or wall required as a screening device shall be constructed of decay resistant materials that provide screening to the extent required by this Code. (Amended, Bill No. 2011-13)

~~Subd. 1112. Certain structures. Fences and walls legally existing on or before March 20, 1982, may continue to exist and to be repaired and maintained.~~

Subd. 12. Special Fence Exception. The Director may consider a special fence exception to the restrictions of Section 509.15 in instances where:

- a) On a through lot, where the proposed fence or wall does not affect the continuity of neighboring front yards.
- b) Whether the size, configuration or other unusual characteristics of the lot requires an exception from the zoning requirements in order to provide a reasonable enclosed area without creating significant harm to adjacent properties or the neighborhood.

- c) The review process for the special fence exception request shall follow the procedure detailed in Section 547.19.

## Section 2

Subsection 547 of the Richfield Zoning Code is amended to add a new section as follows:

### 547.19 – Special Fence Exception

Subdivision 1. Purpose. The purpose and intent for allowing a special exception of fence restrictions applies to through lots that possess unique and special circumstances that make it impractical to meet the zoning requirements.

Subd. 2. Application. An application for a special fence exception shall be made to the Director on forms provided by the City. The Director or staff will determine if an application is deemed complete. Submitted applications shall be accompanied by the following:

- a) Evidence of ownership or an interest in the property;
- b) Accurate legal description;
- c) One (1) full-size legible plan regarding each of the following aspects of the project (All submitted plans shall be signed by a registered architect, civil engineer, landscape architect, or other appropriate design professional):
  - i. Boundary survey with existing conditions; and
  - ii. Site plan or landscaping plan with proposed improvements.

Subd. 3. General criteria and standards for review. In evaluating an application, staff or the Director shall consider its compliance with the following:

- a) Consistency with the various elements and objectives of the City's long range plans, including, but not limited to, the Comprehensive Plan;
- b) Consistency with the purposes of this Code;
- c) Demonstrates unique and special circumstances that make it impractical to meet the fence requirements described in 509.15.
- d) Does not create significant harm to adjacent properties or the neighborhood.
- e) Preservation of the site in its natural state, insofar as practicable, by minimizing tree and soil removal, and designing any grade changes so as to be in keeping with the general appearance of neighboring developed or developing areas.

Subd. 4. Fee. The fee for a special fence exception is set by Appendix D of the City Code.

Subd. 5. Decision. The Director may approve or disapprove a special fence exception application as submitted or may require that the applicant modify, alter, adjust, or amend the proposal.

Section 3 Appendix D of the Richfield Municipal Code is amended as follows:

**Appendix D – License, Permit and Miscellaneous Fees**  
**ZONING, LAND USE AND RELATED CHARGES**

Type of Permit or License	Section Requiring	Description	Fee
<u>(17) Special Exception Review for Fences or Walls</u>	<u>509.15 Subd.13</u>	<u>A special fence exception may be issued per the restrictions of Section 509.15 for corner lots or through lots.</u>	<u>\$250.00</u>

Section 4 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 13th day of September, 2022.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, City Clerk

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

**RESOLUTION APPROVING SUMMARY PUBLICATION  
OF AN ORDINANCE MODIFYING THE MUNICIPAL CODE  
IN RELATION TO FENCES, WALLS AND HEDGES**

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

**WHEREAS**, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified;

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

**SUMMARY PUBLICATION  
BILL NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING  
THE REGULATION OF FENCES, WALLS AND HEDGES**

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

This ordinance, which amends Zoning Code Subsection 509.15, "Fences, Walls and Hedges", Zoning Code Subsection 547 "Administration", and Appendix D "License, Permit and Miscellaneous Fees", does the following: requires that the finished side of the fence face out; limits height along corner side yards to four feet unless located behind the principal building and setback from the property line; and allows the Community Development Director to grant a special exception to fences on through lots in certain circumstances, and describes the procedure for such.

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

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of September, 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk

# Fence Examples





**STAFF REPORT NO. 130**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Julie Urban, Assistant Community Development Director

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director  
9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution approving the 2022 Revised and 2023 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 2022 Revised Budget provides increases in funding for the following affordable housing programs:

- \$160,000 (from \$110,000) 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).
- \$200,000 (from \$80,000) for the New Home Program, which serves households earning up to 80% of the AMI with affordable homeownership opportunities.

The increase in expenditures is possible because the HRA was able to identify and transfer sales proceeds from the Cedar Point II redevelopment project to the Trust Fund.

The 2023 Proposed Budget for the Trust Fund includes funding for the following affordable housing programs:

- \$160,000 for the First-time Homebuyer Program.
- \$60,000 for down payment assistance for buyers of new homes at Woodlawn Terrace.
- \$180,000 for the New Home Program.
- \$200,000 to Richfield Flats, 55 affordable rental units, to deepen affordability and support energy-efficiency improvements.

Funding for the Trust Fund in the 2022 Revised and 2023 Budgets is provided by Community Development Block Grant (CDBG) funds and proceeds from the sale of HRA property.

**RECOMMENDED ACTION:**

By motion: Adopt a resolution approving the 2022 Revised Budget and 2023 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 its 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.

**C. CRITICAL TIMING ISSUES:**

The Trust Fund budget should be approved before January 1, 2023.

**D. FINANCIAL IMPACT:**

- Revenues to the Trust Fund are federal Community Development Block Grant funds and HRA property sales proceeds.
- Special Legislation passed in 2021 allows the HRA to transfer pooled tax increment to the City's Trust Fund. Staff anticipates these funds will be available to the Trust Fund in 2023.

**E. LEGAL CONSIDERATION:**

- The Trust Fund is administered by the HRA. The budget is approved by the City Council.
- 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 meet this threshold.
- City ordinance establishing the Trust Fund requires that the budget be approved by the City Council.

**ALTERNATIVE RECOMMENDATION(S):**

Decide not to approve the Trust Fund budget.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter
☐ Trust Fund Budget	Backup Material
☐ 2021 Trust Fund Annual Report	Backup Material

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

**RESOLUTION ADOPTING AN AFFORDABLE HOUSING TRUST FUND BUDGET  
FOR THE YEAR 2022 REVISED AND 2023**

**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 2022 Revised Budget for the Affordable Housing Trust Fund is hereby approved and adopted with appropriations as follows:
  - \$160,000 to the Housing and Redevelopment Authority's (HRA) First-Time Homebuyer Program, and
  - \$200,000 for the HRA's New Home Program.
2. The 2023 Budget for the Affordable Housing Trust Fund is hereby approved and adopted with appropriations as follows:
  - \$160,000 for the HRA's First-time Homebuyer Program;
  - \$60,000 for down payment assistance for Woodlawn Terrace;
  - \$180,000 for the HRA's New Home Program, and
  - \$200,000 to Richfield Flats for deeper affordability and energy-efficiency improvements.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of September, 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk

**FUND: AFFORDABLE HOUSING TRUST**  
**DEPARTMENT: Community Development**  
**BUSINESS UNIT: Affordable Housing Trust - 91530**

**DETAIL REVENUES BY BUSINESS UNIT**

<b>CLASSIFICATIONS</b>	<b>2019 ACTUAL</b>	<b>2020 ACTUAL</b>	<b>2021 ACTUAL</b>	<b>2022 ADOPTED</b>	<b>2022 REVISED</b>	<b>2023 BUDGET</b>
<u>Intergovernmental Revenues</u>						
4212 Federal Grants	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -
4214 CDBG Grants	-	-	115,000	180,000	100,000	100,000
<i>Intergovernmental Revenues TOTAL</i>	<u>\$ -</u>	<u>\$ 125,000</u>	<u>\$ 115,000</u>	<u>\$ 180,000</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>
<u>Miscellaneous Revenues</u>						
4622 Contributions & Donations	\$ -	\$ -	\$ 90	\$ -	\$ 50	\$ 50
<i>Miscellaneous Revenues TOTAL</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 90</u>	<u>\$ -</u>	<u>\$ 50</u>	<u>\$ 50</u>
<u>Other Financing Sources</u>						
8051 Operating Transfers In	\$ -	\$ -	\$ 740,000	\$ 10,000	\$ 85,000	\$ -
<i>Other Financing Sources TOTAL</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 740,000</u>	<u>\$ 10,000</u>	<u>\$ 85,000</u>	<u>\$ -</u>
<i>Affordable Housing Trust TOTAL</i>	<u>\$ -</u>	<u>\$ 125,000</u>	<u>\$ 855,090</u>	<u>\$ 190,000</u>	<u>\$ 185,050</u>	<u>\$ 100,050</u>

**FUND: AFFORDABLE HOUSING TRUST**  
**DEPARTMENT: Community Development**  
**BUSINESS UNIT: Affordable Housing Trust - 91530**

**DETAIL EXPENDITURES BY BUSINESS UNIT**

CLASSIFICATIONS		2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ADOPTED	2022 REVISED	2023 BUDGET
<u>Other Services &amp; Charges</u>							
6103	Professional Services -General	\$ -	\$ -	\$ 778	\$ -	\$ 1,000	\$ 1,000
6315	Other Contractual Services	-	125,000	25,000	-	-	-
6511	Rehab Loan Program	-	-	216,491	110,000	160,000	420,000
	<i>Other Services &amp; Charges TOTAL</i>	\$ -	\$ 125,000	\$ 242,269	\$ 110,000	\$ 161,000	\$ 421,000
<u>Capital Outlay</u>							
7110	Land Purchases	\$ -	\$ -	\$ -	\$ 80,000	\$ 200,000	\$ 180,000
	<i>Capital Outlay TOTAL</i>	\$ -	\$ -	\$ -	\$ 80,000	\$ 200,000	\$ 180,000
	<i>Affordable Housing Trust TOTAL</i>	\$ -	\$ 125,000	\$ 242,269	\$ 190,000	\$ 361,000	\$ 601,000



**Richfield Affordable  
Housing Trust Fund**

***Annual  
Report***

**2021**

# Richfield *Affordable Housing Trust Fund* 2021 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 2020 28% of Richfield residents spent more than 30% of their income on housing (2016-2020 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](mailto:com_dev@richfieldmn.gov)

# In 2021:



## Emergency Rental Assistance

**HOUSEHOLDS SERVED: 110**

\$125,000 was awarded to Volunteers Enlisted to Assist People (VEAP) to provide emergency rental assistance to residents impacted by the COVID-19 pandemic, achieving housing stability for 110 households.

## Down Payment Assistance

**HOUSEHOLDS SERVED: 11**

\$200,000 was provided to eleven income-eligible households who were purchasing their first homes.

Of the eleven households, 90% were households of color, 64% were households with children, and 36% were households renting in Richfield.

Historically, people of color have been denied access to the homeownership market. The city's First-Time Homebuyer program works to help all people realize their dream of homeownership.



*2021 funding for the Trust Fund was provided through the federal CARES Act, the Housing and Redevelopment Authority's Capital Improvement Fund, and the federal CDBG program.*



**STAFF REPORT NO. 131**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of a resolution authorizing the lawful gambling premises permit by Firefighters For Healing, to conduct lawful gambling at Protagonist Kitchen & Bar, 6601 Lyndale Avenue South, Suite 130.**

**EXECUTIVE SUMMARY:**

On July 26, 2022, the City received an application for a premises permit to be submitted to the Minnesota State Gambling Control Board by Firefighters For Healing, to conduct lawful gambling at Protagonist Kitchen & Bar, 6601 Lyndale Avenue South, Suite 130.

Firefighters For Healing (FFH) is a non-profit organization founded in 2010. FFH's goals are to support burn survivors and their families, as well as firefighters and first responders injured in the line of duty and in need of therapy. FFH plan to use the proceeds from their Lawful Gambling activities to support the operational expense of their transitional housing apartment facilities and other services.

The Public Safety Director has reviewed the background information and documents and approves of its contents and sees no basis for denial.

**RECOMMENDED ACTION:**

**By motion: Adopt the resolution approving the lawful gambling premises permit application by Firefighters For Healing, to conduct lawful gambling at Protagonist Kitchen & Bar, 6601 Lyndale Avenue South, Suite 130.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

On July 26, 2022, the City received an application for a premises permit to be submitted to the Minnesota State Gambling Control Board by Firefighters For Healing, to conduct lawful gambling at Protagonist Kitchen & Bar, 6601 Lyndale Avenue South, Suite 130.

A Public Safety background investigation was completed. The Public Safety Director has

reviewed the information in the background investigation report. There is no information in the investigation that shows any cause for recommending denial of the requested license.

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

Richfield City Code 1100.13 requires the Public Safety Department to review the request for the gambling license and make its review and recommendation to the City Council.

**C. CRITICAL TIMING ISSUES:**

The Minnesota Gambling Control Board approves permit applications at the beginning of each month. If the Council adopts the resolution at the meeting on September 13, 2022, Firefighters For Healing could potentially begin operation and management of the gambling activity at Protagonist Kitchen & Bar after October 1, 2022. Otherwise, the applicant would be required to wait until November 1, 2022.

**D. FINANCIAL IMPACT:**

There is no financial impact.

**E. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could deny the request for the premises permit for Firefighters For Healing. This would mean the applicant would not be able to conduct gambling activities at Protagonist Kitchen & Bar.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Ron Johnson, Gambling Manager for Firefighters for Healing has been informed of the date and time for the Council meeting.

**ATTACHMENTS:**

Description	Type
□ Resolution Protagonist Kitchen & Bar Gambling	Resolution Letter

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

**A RESOLUTION APPROVING THE LAWFUL GAMBLING PREMISES PERMIT APPLICATION FOR FIREFIGHTERS FOR HEALING TO CONDUCT LAWFUL GAMBLING AT PROTAGONIST KITCHEN & BAR AT 6601 LYNDAL AVE SOUTH**

**WHEREAS**, the Firefighters for Healing is submitting an application to the Minnesota Gambling Control Board for approval of a Premises Permit application to conduct lawful charitable gambling at Protagonist Kitchen & Bar, 6601 Lyndale Avenue South, Suite 130, Richfield, MN; and

**WHEREAS**, the gambling premises is located within the City limits of Richfield, Minnesota; and

**WHEREAS**, the Firefighters for Healing is a lawful gambling organization within the City; and

**WHEREAS**, the Firefighters for Healing will be responsible for operating and managing the lawful gambling activity at the Protagonist Kitchen & Bar site and will comply with all applicable requirements of city code and state statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, Minnesota that the City Council does hereby approve the issuance of a Premises Permit to the Firefighters for Healing to conduct lawful charitable gambling activities at Protagonist Kitchen & Bar, 6601 Lyndale Avenue South, Suite 130, Richfield, Minnesota.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of September 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk



**STAFF REPORT NO. 132**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Jamie Haefner, Human Resource Manager

DEPARTMENT DIRECTOR REVIEW: Sack Thongvanh, Assistant City Manager  
9/7/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2023 for General Services and Management.**

**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 General Services employees.

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 and the City of Richfield's premium increase was solidified at 10.73%.

The 2023 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 for 2023.

The City's current long term disability provider, Madison National/Ochs Company, kept the rates the same for 2023.

The Local 49 bargaining unit members have not yet negotiated a 2023 contract, but have agreed in the past to adopt the same benefit plans offered to general services and management employees and thus adopt a similar provision in their respective contracts.

The Police and Fire bargaining units have settled contracts for 2023 and those include the same benefit plans offered to general services and management employees.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and long term disability insurance premiums for 2023 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 2023, 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. Staff propose splitting the 10.73% insurance premium increase equally between employees and the City for all other coverage tiers. Thus, the City's maximum contribution would be \$1,455 per month for the employee plus spouse and employee plus child(ren) tiers and \$1,605 per month for the family coverage tier. The proposed 2023 City contributions would result in an increase to dependent health insurance by \$85 per month for employee plus spouse and employee plus child(ren) coverage and by \$105 per month for family coverage.

The 2023 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.

The City's contribution amounts for employees, as a percent of premium over the past several years, is shown in Attachment 1.

#### **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 2023 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 2022, the City contributed \$60.25 per month per employee for the total cost of employee (not dependent) coverage. For 2023, the City's contribution will remain the same.

Employees who desire family coverage must pay the full cost of such additional premium, which will be \$65.25 per month for 2023 – the

same rate as 2022. 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 2023 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 2023.

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 three-year period, which began in 2021.

**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 comparable 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.

**C. CRITICAL TIMING ISSUES:**

- The City should implement the premium increases for coverage by December 1, 2022. Payroll deductions for January 2023 insurance payments - the beginning of the new insurance period - are calculated in December.
- Premiums for all coverages should be determined at the September 13, 2022 City Council meeting in order for staff to be adequately prepared for open enrollment, scheduled to begin in October 2022.

**D. FINANCIAL IMPACT:**

- The funding necessary to provide for the recommended City premium contributions are accounted for in the 2023 Budget and the preliminary 2023 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, Management, and all Police and Fire bargaining units.

**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 2022 funding level but that would shift 100% of the increase to the employee contribution, which would be 10.73% of the total premium.
- Defer discussion to another date.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Attachment 1 (2023)	Cover Memo
□ Benefits Resolution	Cover Memo



**The City's Contribution Toward Dependent Health Insurance as a Percent of Total Premium Cost**

<u>YEAR</u>	<u>HEALTH PLAN</u>	<u>DEPENDENT PREMIUM COST</u>	<u>CITY CONTRIBUTION MGMT./GEN. SVCS</u>	<u>CITY AVERAGE % OF PREMIUM</u>
<b>2010</b>	<b>HealthPartners</b>			
	Open Access Choice			
	* Employee + Spouse	\$1418.74	\$855	60%
	* Employee + Children	\$1344.21	\$855	64%
	* Family	\$1755.49	\$905	52%
	Distinctions			
	* Employee + Spouse	\$1325.16	\$855	65%
	* Employee + Children	\$1251.93	\$855	68%
	* Family	\$1635.02	\$905	55%
	High Deductible HSA \$2500			
	* Employee + Spouse	\$ 934.16	\$855	92%
	* Employee + Children	\$ 882.55	\$855	97%
	* Family	\$1152.50	\$905	78%
<b>2011</b>	<b>HealthPartners</b>			
	Open Access Choice			
	* Employee + Spouse	\$1562.16	\$915	59%
	* Employee + Children	\$1480.10	\$915	62%
	* Family	\$1932.99	\$965	50%
	Distinctions			
	* Employee + Spouse	\$1459.12	\$915	63%
	* Employee + Children	\$1378.49	\$915	66%
	* Family	\$1800.32	\$965	54%
	High Deductible HSA \$2500			
	* Employee + Spouse	\$1032.52	\$915	89%
	* Employee + Children	\$ 975.48	\$915	94%
	* Family	\$1274.10	\$965	76%
<b>2012</b>	<b>Blue Cross Blue Shield</b>			
	Open Access Choice			
	* Employee + Spouse	\$1295.00	\$915	71%

* Employee +			
Children	\$1233.00	\$915	74%
* Family	\$1603.00	\$965	60%
Distinctions			
* Employee +			
Spouse	\$1144.50	\$915	80%
* Employee +			
Children	\$1089.50	\$915	84%
* Family	\$1416.50	\$965	68%
High Deductible HSA \$2500			
* Employee +			
Spouse	\$854.50	\$915	107%
* Employee +			
Children	\$814.00	\$915	112%
* Family	\$1058.00	\$965	91%

**2013 Blue Cross Blue Shield**

Distinctions			
* Employee +			
Spouse	\$1242.00	\$950	76%
* Employee +			
Children	\$1182.00	\$950	80%
* Family	\$1537.00	\$1000	65%
High Deductible HSA \$2500			
* Employee +			
Spouse	\$927.00	\$950	102%
* Employee +			
Children	\$883.00	\$950	108%
* Family	\$1148.00	\$1000	87%

**2014 Blue Cross Blue Shield**

Distinctions			
* Employee +			
Spouse	\$1407.00	\$990	70%
* Employee +			
Children	\$1339.00	\$990	74%
* Family	\$1741.50	\$1040	60%
High Deductible HSA \$2500			
* Employee +			
Spouse	\$1050.50	\$990	94%
* Employee +			
Children	\$1000.50	\$990	99%
* Family	\$1300.50	\$1040	80%

**2015 Blue Cross Blue Shield**

Distinctions			
* Employee +			
Spouse	\$1555.74	\$1045	67%
* Employee +			
Children	\$1480.74	\$1045	71%
* Family	\$1925.74	\$1100	57%
High Deductible HSA \$2600			
* Employee +			
Spouse	\$1160.74	\$1045	90%

* Employee + Children	\$1105.74	\$1045	95%
* Family	\$1436.74	\$1100	77%

**2016 Blue Cross Blue Shield**

Distinctions

* Employee + Spouse	\$1734.50	\$1135	65%
* Employee + Children	\$1651.00	\$1135	69%
* Family	\$2147.00	\$1215	57%

High Deductible HSA \$2600

* Employee + Spouse	\$1294.00	\$1135	88%
* Employee + Children	\$1233.00	\$1135	92%
* Family	\$1602.00	\$1215	76%

High Deductible HSA \$4000

* Employee + Spouse	\$1182.50	\$1135	96%
* Employee + Children	\$1126.00	\$1135	101%
* Family	\$1463.50	\$1215	83%

**2017 HealthPartners**

High Deductible HSA \$2600

* Employee + Spouse	\$1218.00	\$1135	93%
* Employee + Children	\$1160.00	\$1135	98%
* Family	\$1507.50	\$1215	81%

High Deductible HSA \$4000

* Employee + Spouse	\$1113.00	\$1135	102%
* Employee + Children	\$1060.00	\$1135	107%
* Family	\$1378.00	\$1215	88%

**2018 HealthPartners**

High Deductible HSA \$2700

* Employee + Spouse	\$1315.00	\$1195	91%
* Employee + Children	\$1252.50	\$1195	95%
* Family	\$1628.00	\$1290	79%

High Deductible HSA \$4000

* Employee + Spouse	\$1213.50	\$1195	98%
* Employee + Children	\$1155.50	\$1195	103%
* Family	\$1502.00	\$1290	86%

<b>2019</b>	<b>HealthPartners</b>			
	High Deductible HSA \$2700			
	* Employee +			
	Spouse	\$1378.00	\$1227	89%
	* Employee +			
	Children	\$1312.50	\$1227	93%
	* Family	\$1706.50	\$1330	78%
	High Deductible HSA \$4000			
	* Employee +			
	Spouse	\$1271.50	\$1227	97%
	* Employee +			
	Children	\$1211.00	\$1227	101%
	* Family	\$1574.50	\$1330	84%
<b>2020</b>	<b>HealthPartners</b>			
	High Deductible HSA \$2800			
	* Employee +			
	Spouse	\$1516.00	\$1312	87%
	* Employee +			
	Children	\$1444.00	\$1312	91%
	* Family	\$1887.00	\$1435	76%
	High Deductible HSA \$4000			
	* Employee +			
	Spouse	\$1410.50	\$1312	93%
	* Employee +			
	Children	\$1343.00	\$1312	98%
	* Family	\$1746.50	\$1435	82%
<b>2021</b>	<b>HealthPartners</b>			
	High Deductible HSA \$2800			
	* Employee +			
	Spouse	\$1574.52	\$1341	85%
	* Employee +			
	Children	\$1499.74	\$1339	89%
	* Family	\$1959.84	\$1471	75%
	High Deductible HSA \$4000			
	* Employee +			
	Spouse	\$1464.95	\$1339	91%
	* Employee +			
	Children	\$1394.84	\$1338	96%
	* Family	\$1813.91	\$1469	81%

**2022**

**HealthPartners**

High Deductible HSA \$2800

* Employee +			
Spouse	\$1607.50	\$1370	85%
* Employee +			
Children	\$1531.00	\$1370	89%
* Family	\$1990.50	\$1500	75%

High Deductible HSA \$4000

* Employee +			
Spouse	\$1495.50	\$1370	91%
* Employee +			
Children	\$1424.50	\$1370	96%
* Family	\$1851.50	\$1500	81%

**2023**

**HealthPartners**

High Deductible HSA \$3000

* Employee +			
Spouse	\$1777.50	\$1455	82%
* Employee +			
Children	\$1693.00	\$1455	86%
* Family	\$2200.50	\$1605	73%

High Deductible HSA \$4000

* Employee +			
Spouse	\$1678.50	\$1455	87%
* Employee +			
Children	\$1598.50	\$1455	91%
* Family	\$2078.50	\$1605	77%

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 \$1,605 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 \$5.95 monthly premium for the term life and accidental death and dismemberment insurance plan, for a total possible maximum 2022 insurance premium contribution of \$1,671.20 per month. For part-time regular employees the City shall contribute 75% of the single health care city contribution provided to full-time employees and a maximum of \$803 per month towards dependent coverage. Such contributions shall be for coverage effective January 1, 2023.

**BE IT FURTHER RESOLVED** that in 2021, the City entered into an agreement with Madison National Life/ Ochs Company for a three-year period at a cost of \$0.18 per \$100 of covered payroll for an annual premium of \$29,302.00. 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 13<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk



**STAFF REPORT NO. 133**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Kumud Verma, Treasurer / Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/7/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider 2022 Revised/2023 Proposed Budget resolutions adopting the 2023 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2022 budget of various departments, and city fees for 2023.**

**EXECUTIVE SUMMARY:**

On August 17, 2022, a special City Council meeting was held for the purpose of presenting and discussing the 2022 Revised/2023 Proposed Budget and 2023 preliminary property tax levy.

At this meeting staff presented to the City Council a preliminary gross tax levy of \$26,784,573 which includes a levy for general fund operations of \$21,236,477, a debt service levy of \$4,100,600, an equipment and technology levy of \$868,400, and an Economic Development Agency levy of \$579,096. Accordingly, the 2023 preliminary gross levy represents a 6.60% increase from the 2022 gross levy.

As Council is aware, 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 2023 to the County Auditor and set a date for its Truth in Taxation public meeting on or before September 30, 2022.

The Truth in Taxation public meeting must be held between November 25 and December 28, 2022 and must occur at 6:00 p.m. or later. The City's Truth in Taxation public meeting is scheduled for Tuesday, December 13, 2022 at 6:00 p.m.

At the the August 17, special City Council meeting staff also presented the proposed city fees for 2023. Staff is asking Council to adopt a resolution setting City fees for 2023.

**RECOMMENDED ACTION:**

**By Motion: Adopt the attached resolutions establishing the 2023 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2022 budget of various departments, and city fees for 2023.**

**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 2023 to the County Auditor on or before September 30, 2022. “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, 2022. This Truth in Taxation public meeting must be held between November 25 and December 28, 2022 and must occur at 6:00 p.m. or later.

**C. CRITICAL TIMING ISSUES:**

Along with the 2022 Revised/2023 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 6:00 p.m. Tuesday, December 13, 2022.

All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before September 30, 2022.

**D. FINANCIAL IMPACT:**

The preliminary gross levy for taxes payable 2023 as presented is \$26,784,573.

The City’s tax capacity rate is anticipated to decrease from 53.680% to 50.563%. Included in the 2023 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of \$868,400 and the levy to fund the Economic Development Authority of \$579,096.

A final resolution for consideration authorizes the revision of the 2022 budget to conform to the most recent 2022 revenue and expenditure projections.

**E. LEGAL CONSIDERATION:**

N/A

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could adopt a lesser 2023 preliminary property tax levy or 2022 Revised/2023 Proposed budget or select other allowable Truth in Taxation hearing dates.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description

Type

- ▣ RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY 2023 Resolution Letter
- ▣ RESOLUTION AUTHORIZING BUDGET REVISIONS 2023 Resolution Letter
- ▣ RESOLUTION AUTHORIZING REVISION OF 2022 BUDGET Resolution Letter
- ▣ Resolution Approving City Fees Resolution Letter

**RESOLUTION NO.  
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY  
FOR THE YEAR 2023**

**WHEREAS**, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 30, 2022 and then recertified before December 28, 2022.

**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 2023 is hereby approved and adopted with appropriations for each of the departments to be as follows:

General Fund

Legislative/Executive	\$ 1,148,816
Administrative Services	1,000,852
Finance	886,071
Public Safety	11,332,622
Fire Services	5,335,950
Community Development	1,781,890
Public Works	4,946,140
Recreation Services	2,251,430
Transfers Out	260,000
<b>TOTAL GENERAL FUND</b>	<u><u>\$ 28,943,771</u></u>

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 2023 which are more fully detailed in the City Manager's official copy of the 2023 budget, are hereby found and determined to be as follows:

TOTAL GENERAL FUND      \$28,943,771

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2022, payable in 2023 for the following purposes and in the following amounts:

<u>PURPOSE</u>	<u>AMOUNT</u>
General Fund <sup>1</sup>	\$21,236,477 <sup>2</sup>
Equipment	868,400
Economic Development Authority	579,096
Debt Service	4,100,600

<sup>1</sup> Provision has been made in the General Fund for the payment of the City's contributory share to Public Employees' Retirement Association.

<sup>2</sup> 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 \$633,287.82 to \$280,868 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 \$697,593.75 to \$284,340 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 increased from \$383,380 to \$386,190 to offset interest costs in the year of issuance.
7. The debt service tax levy for the year 2023 as established in the bond documents for the G.O. Bonds, Series 2022A shall be \$427,980.
8. The budget for the Housing and Redevelopment Authority of Richfield for the year 2023 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 2022, payable in 2023 for the following purposes:

<u>PURPOSE</u>	<u>AMOUNT</u>
Housing and Redevelopment Authority	\$675,960

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 6:00 p.m. December 13, 2022 via virtual WebEx meeting.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of September 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, 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 13th day of September, 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING REVISION OF 2022 BUDGET OF VARIOUS DEPARTMENTS**

**WHEREAS**, Resolution No. 11910 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2022; 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 2022 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2023 budget document.

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

1. That the 2022 appropriations for each department of the General Fund be amended to establish the following totals:

General Fund

Legislative/Executive	\$	1,067,967
Administrative Services		1,042,318
Finance		1,015,664
Public Safety		10,755,360
Fire Services		5,130,730
Community Development		1,651,380
Public Works		4,716,520
Recreation Services		2,150,070
Transfers Out		250,000
TOTAL GENERAL FUND	\$	<u>27,780,009</u>
DECREASE	\$	88,321

2. Estimated 2022 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 2023 budget, are hereby revised as follows:

DECREASE \$88,321

3. That the City Manager and the Finance Manager bring into effect the provisions of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of September 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk

**RESOLUTION NO.**

**RESOLUTION ESTABLISHING 2023 LICENSE, PERMIT AND MISCELLANEOUS FEES  
PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE  
CITY OF RICHFIELD RESCINDING RESOLUTION NO. 11882**

**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

(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
		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

(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

		(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

(10) NSF Check Charge			\$30.00
(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
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
Private Hydrant			\$50.00
Hydrant Meter Fee			\$50.00
Storm Sewer	720	All land uses	
New Service			\$125.00
Repair			\$125.00

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

(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
(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
(5) Public Dance	1110.03	For each day dances are held:	\$4.00
		1 month:	\$52.00

		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
(8) Theatre Cinema	1120	1 Year	\$272.00
		Plus a notice publication fee	\$7.00
(9) Roller Rink	1115	1 Year or portion thereof	\$272.00

(10) Commercial Adult-Oriented Enterprises	605	1 Year	\$3,237.00
		Investigation fee 1 Year	\$3,237.00
(11) Masseur/Masseuse	605	Certificate fee 1 Year	\$106.00
		Investigation fee 1 Year	\$264.00
(12) Public Baths	610	1 Year	\$3,749.00
		Investigation fee (actual cost minimum)	\$3,749.00
(13) Fortune Teller and related trade	1130.05— 1130.07	1 Day 1 Week 1 Month 1 Year	\$217.00 \$646.00 \$1,290.00 \$2,159.00
(14) Adult Establishments	1196	Annual license 1 Year	\$3,237.00
		Investigation fee (new license)	\$3,237.00

**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
		(d) Late Penalty	\$10.00
	905.31— 905.33	(e) Commercial Kennel 1 Year	\$217.00

		(f) Residential Kennel 1 Year	\$100.00
		(g) Veterinary	\$217.00
	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
		2nd Time	\$134.00
		3rd time (each impound after)	\$201.00
		(k) Dangerous dog registration fee State Statute 347.51)	\$500.00
	906.13	(l) 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 Year	\$323.00
		Each additional vehicle 1 Year	\$69.00
(3) Motor Vehicle Dealer	1155	Per place of business 1 Year	\$484.00
		Each additional place of business 1 Year	\$183.00

(4) Motor Bicycle Business	1160	Per place of business 1 Year	\$281.00
		Per place of business to sell, rent or lease 1 Year	\$129.00
(5) Sound Truck	1165	Per vehicle 1 Year	\$281.00
		Per vehicle 1 Day	\$42.00
(6) Taxicab	1170	First vehicle or auto livery 1 Year	\$700.00
		Each additional vehicle or auto livery operated at any time within license period 1 Year	\$85.00
(7) Taxicab Driver	1175	1 Year	\$66.00
(8) Rental or Utility Trailers and Trucks	1185	Each place of business 1 Year	\$129.00

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

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

		(B) Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day	
		(1) Food service establishment	\$832.00
		(2) School, kindergarten through grade 12	\$554.00
		(3) Daycare Center or Preschool	\$554.00
		(C) Type III Establishment, a medium risk food establishment serving mainly non-time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment	
		(1) Food service establishment	\$712.00
		(2) School, kindergarten through grade 12	\$353.00
		(3) Daycare Center or Preschool	\$353.00
		(D) Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended or mixed drinks, packaged foods customers	
		heat onsite, continental breakfasts, unpackaged baked goods made elsewhere	
		(1) Food service establishment	\$464.00
		(2) School, kindergarten through grade 12	\$215.00
		(3) Daycare Center or Preschool	\$215.00
		(E) Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging	

		(1) Food service establishment	\$285.00
		(2) School, kindergarten through grade 12	\$178.00
		(3) Daycare Center or Preschool	\$178.00
		(F) Supplemental Facility	
		(1) High Supplemental Facility (like Type I and II)	\$178.00
		(2) Medium Supplemental Facility (like Type III and IV)	\$142.00
		(3) Catering Supplemental Facility (for Food Catering Vehicle(s) and equipment)	\$215.00
		(4) Low Supplemental Facility (like Type V)	\$106.00
		(G) Temporary Food Establishment	
		(1) Complex Temporary 1 to 3 days (like Type I and II)	\$178.00
		(2) Complex Temporary 4 to 21 days (like Type I and II)	\$321.00
		(3) Simple Temporary 1 to 3 days (like Type III, IV and V)	\$74.00
		(4) Simple Temporary 4 to 21 days (like Type III, IV and V)	\$172.00
		(5) Temporary Food Multi-Vendor	\$900.00
		(H) Farmer's Market Stand (stands not exempted from licensing in Minnesota Statue Chapter 28A)	\$215.00
(3) Automobile Washing Establishment	1125	Per calendar Year or fraction thereof	\$215.00

(4) Cesspools	925.03	Permit fee for opening cesspool or dumping contents of each cesspool into City sewer	\$33.00
(5) Incinerator	601.29— 601.31	1 Year	\$64.00
(6) Tobacco	1146.01(MS 461.12)	Retail Sale and Distribution - License issued on calendar Year (cigarette vending machines prohibited) (Bill No. 1998-19)	\$541.00
(7) Transient Merchant	1181.01— 1181.09	1 Day	\$138.00
(8) Wagon Peddler	1181	1 Year	\$324.00
(9) State hawker or Peddler license	1181	6 month/per person covered	\$80.00
(10) Canvasser or Solicitor	1181	6 month/per person covered	\$80.00
(11) Christmas Tree Sale	1130.03	1 Year	\$176.00
(12) Lodging Establishments	618	(A) Hotel/Motel	\$299.00
		(1) Each Guestroom	\$24.00
(13) Outdoor Merchandising	1135	Permit	\$137.00
(14) Storage Enclosure	1135	Per Enclosure	\$117.00
(15) Pawnbroker	1187	(a) Pawnbroker 1 Year	\$5,626.00
		(b) Owner investigation fee 1 Year (nonrefundable)	\$3,234.00
		(c) Manager investigation fee 1 Year (nonrefundable)	\$1,170.00

		(d) Employee investigation fee 1 Year (nonrefundable)	\$112.00
		(e) Transaction fee - per transaction	\$2.00
(16) Secondhand Goods Dealer	1186	(a) Secondhand Goods Dealer 1 Year	\$617.00
		(b) Initial investigation fee (nonrefundable) actual costs in excess of above with total not exceeding	\$2,438.00
		Applicant shall deposit \$1,200.00 with Licensing Clerk along with application. Amount in excess of actual application costs shall be refunded.	
(17) Auto Detailing Establishment	1195.01	1 Year	\$481.00
(18) Tattoo, Body Piercing, Body Painting or Body Branding	630	(a) Tattoo, body piercing, body painting or body branding 1 Year	\$1,077.00
		(b) Initial investigation fee (nonrefundable)	\$1,046.00
		1 Year	
(19) Temporary Tattoo, Body Piercing, Body Branding and Body painting events	630	Per booth	\$64.00
(20) Massage Therapy Enterprise License (Business license)	1188	Annual license 1 Year	\$1,046.00
		Investigation fee (new license)	\$1,046.00

Massage Therapist (Individual License)		Annual license 1 Year	\$103.00
		Investigation fee (new license)	\$106.00
Temporary Massage Therapist License		Per temporary location	\$216.00
(21) Public Swimming Pools	619	(A) Indoor	
		(1) First pool	\$285.00
		(2) Each additional pool	\$142.00
		(B) Outdoor	
		(1) First pool	\$285.00
		(2) Each additional pool	\$142.00
		(C) School, K through grade 12, pools	
		(1) First pool	\$185.00
		(2) Each additional pool	\$103.00
(22) Motion pictures and commercial photography permit	1197	Per event Photography Motion picture (based on application)	\$50.00 \$200.00

**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
Type II	\$2,369.00	\$1,298.00	\$721.00	\$165.00
Type III	\$1,299.00	\$722.00	\$431.00	\$165.00
Type IV	\$636.00	\$248.00	\$125.00	No fee
Type V	New project or change of owner - \$150.00		Minor remodel - permit but no plan check fee	
Therapeutic Massage	\$165.00	\$165.00	\$165.00	\$165.00

**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
(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
		(h) Temporary per event	\$170.00
(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 Houses and Rental Homes (includes up to two inspections)	407	(a) Apartment House, 1 Year	\$150.00
		Each unit	\$15.00
		(b) Rental Home - single family dwelling, 1 Year	\$150.00
		(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 <sup>rd</sup> inspection: \$100.00 4 <sup>th</sup> inspection: \$200.00 5 <sup>th</sup> inspection: \$400.00 6 <sup>th</sup> inspection and more: \$800.00 Up to \$3,000, maximum
		2. single family & duplex	3 <sup>rd</sup> inspection: \$50.00 4 <sup>th</sup> inspection: \$100.00 5 <sup>th</sup> inspection: \$200.00 6 <sup>th</sup> 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	
		(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 maintenance Compliance (includes up to two inspections)	408	Single family home	\$150.00
		2-family home	\$230.00
		Condominium	\$100.00
		Re-inspection Fee	3 <sup>rd</sup> inspection \$50.00 4 <sup>th</sup> inspection \$100.00 5 <sup>th</sup> inspection \$200.00 6 <sup>th</sup> inspection and more \$400.00 Up to \$1,500, maximum
		Fee to process cash escrow agreement	\$50.00
		Fee to process Agreement to Comply	\$50.00
(3) Richfield Apartment Managers' Association Fee	407	Fee to support RAMA services	\$1.50/unit
(4) Permit Fee for Rooming House	406	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	\$350.00
(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
		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 built (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
(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
		Single Family Home or Duplex - Vacant one Year or longer	\$500.00
		Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant 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)
Richfield Community Center	Augsburg, Fireside, Nicollet, or Ruth Johnson Rooms	Non-Profit	\$42.00/Hr
		Private	\$60.00/Hr
	Combined Nicollet/Augsburg or Richfield Rooms	Non-Profit	\$69.00/Hr
		Private	\$95.00/Hr
		All Renters	\$38.00/booking

	Kitchen		Free with combined Nicollet/Augsburg room rental
Wood Lake Nature Center	Auditorium	Non-Profit	\$42.00/Hr
		Private	\$60.00/Hr
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	<u>Monday – Thursday</u>	
		9:00am - 12:00pm	1 Section: \$105.00 3 Sections: \$221.00
		1:00pm - 4:00pm	1 Section: \$105.00 3 Sections: \$221.00
		6:00pm - 9:00pm	1 Section: 110.00 3 Sections: \$225.00
		9:00am - 9:00pm	1 Section: \$320.00 3 Sections: \$667.00
		<u>Friday - Sunday</u>	
		9:00am - 12:00pm	1 Section: \$110.00 3 Sections: \$221.00
		1:00pm - 4:00pm (1:30pm - 4:30pm on Sat)	1 Section: \$110.00 3 Sections: \$221.00
	6:00pm - 9:00pm	1 Section: \$110.00 3 Sections: \$230.00	
	9:00am - 9:00pm	1 Section: \$330.00 3 Sections: \$672.00	
Athletic Fields	Donaldson Baseball	Resident	\$54.00/hr \$270.00/day (first 8 hrs)

	Fields	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)
		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)
		Non-Resident	\$35.00/hr \$199.00/day (first 8 hrs)
	Taft and Washington Premier Soccer/Football Fields	Resident	\$59.00/hr
		Non-Resident	\$79.00/hr
	Christian and Donaldson Soccer/Football Fields	Resident	\$52.00/hr
		Non-Resident	\$77.00/hr
	Monroe Neighborhood Soccer Field	Resident	\$40.00/hr
		Non-Resident	\$60.00/hr
Broomball/Hockey Rink	Taft, Donaldson, and Christian	Resident	\$29.00/hr
		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

Open Space	All parks	Resident	\$18.00/hr
		Non-Resident	\$26.00/hr
Athletic Facility Light Use	Softball, Baseball, Soccer, Football, Hockey, Tennis	All renters	\$28.00/hr
Richfield Band Shell	Stage and Equipment	All renters	Stage \$150.00/hr  Equipment \$70/booking

Passed by the City Council of the City of Richfield this 13<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk



**STAFF REPORT NO. 134**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: Kumud Verma, Finance Manager

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/6/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider staff's spending recommendation for the City's remaining allocation of the Coronavirus Local Fiscal Recovery Funds as established under the American Rescue Plan Act (ARPA).**

**EXECUTIVE SUMMARY:**

American Rescue Plan Act (ARPA) Update

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

Richfield's ARPA funding totals \$3,972,846.46. The City received half of their allocation in 2021 and the remaining amount in June of this year. The costs must be incurred on or after March 3, 2021, obligated by December 31, 2024, and expended by December 31, 2026.

Initial ARPA guidance specified four categories for eligible spending:

1. Replace lost public sector revenue
2. Support the COVID-19 public health and economic response
3. Provide premium pay for eligible workers performing essential work
4. Invest in water, sewer, and broadband infrastructure

In January 2022, the Treasury Department issued its Final Rule regarding ARPA eligible uses. The Final Rule expands eligible uses and lessens the administrative burden on cities. Most importantly, the Final Rule allows a city to elect a "standard allowance" of up to \$10 million under the revenue loss category instead of actually calculating lost revenue. The City elected to utilize the "standard allowance" option during the April 26, 2022 meeting.

Funds used under the revenue loss category may be used for the "provision of government services", which is a broad term that includes any service traditionally provided by a government with limited restrictions. Funds cannot be used for debt service, rainy day fund deposits, settlements, and other projects which conflict with the purpose of ARPA.

Over the last year, staff has utilized \$1,296,000 from ARPA funds to cover immediate needs. This included providing partial funding for the 65th street reconstruction project, upgrading conference rooms to

accommodate hybrid meetings, emergency rental assistance, domestic violence victim services, funding a full-time social worker, mental health training, COVID-19 testing, masks and other urgent needs.

Staff recommends spending the remaining \$2,600,000 ARPA funds on a variety projects to help our continued response to COVID-19 and the resulting impacts, to strengthen the resilience of our community, and ensure we have a quality workforce and infrastructure into the future. As this is a one-time investment from the federal government, there is a preference for one-time expense vs. ongoing costs and projects which provide long-term vs short-term impacts.

All potential ARPA investments were also reviewed with the City's Strategic Priorities in mind. Evaluating the ARPA fund requests by how they advance Operational Excellence, Community Development, Sustainable Infrastructure, High-Quality Workforce, and Equity and Inclusion will ensure Richfield continues to be a strong community into the future.

Staff recommends the implementation of the following projects:

**Proposal Projects**

- Permitting and Plan Review Software \$250,000
- Implement Microsoft 365 \$250,000
- Additional Social Worker \$200,000
- Construct Splash Pad \$750,000
- Augment existing social service budget \$300,000
- Wage and Classification Study \$ 75,000
- EAB Tree Removal Fund \$400,000
- Equity plan and dashboard \$ 75,000
- Additional part-time CSO \$100,000
- COVID-19/Emergency Management \$150,000
- Community Mural at Galaxy Foods \$ 5,000
- Municipal Building Energy Efficiency/Usage Audits and Improvements \$50,000 \*New\*

During the ARPA discussion at the July 26 work session, Council expressed interest in using part of the funds to explore the opportunity for some building energy efficiency work. Staff has pulled together a proposed project which is focused on Municipal Building Energy Efficiency/Usage Audits and Improvements. Staff estimates the project will cost around \$50,000. The total amount of expended ARPA funds remain the same since the proposed budget for EAB work has been reduced from \$450,000 to \$400,000. PW staff does not believe this adjustment will greatly impact the effectiveness of the EAB proposal. The new project was discussed during the August 17 budget work session.

Staff is requesting City Council's approval of the proposed spending plan for the ARPA funding. With this action, staff will incorporate into appropriate budgets and proceed in implementing these projects. Some of the recommendations will require future work sessions or council approval to fully develop programs and projects. Staff will be available to answer questions on the process.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution directing the City Manager to expend ARPA funds as part of the regular budgeting and purchasing processes for the approved projects.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Included in the Executive Summary

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

Spending Authority:

Contracts or purchases greater than \$175,000 must be submitted to the City Council for approval.

Contracts or purchases from \$1,000 to \$175,000 must be approved by the division manager, department director, Finance Director, and the City Manager.

**C. CRITICAL TIMING ISSUES:**

The Council will be considering the 2022 Revised and 2023 Proposed Budgets in upcoming meetings, the final budget and levy will be considered in December.

**D. FINANCIAL IMPACT:**

The ARPA spending plan will be incorporated into City budgets for the next several years.

**E. LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ Resolution to Incorporate ARPA Funds into Budget	Resolution Letter

**RESOLUTION NO.**

**A RESOLUTION DIRECTING THE CITY MANAGER TO INCORPORATE  
ALLOCATED AND AVAILABLE AMERICAN RESCUE PLAN ACT FUNDS AS PART  
OF REGULAR BUDGET PROCESS**

**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**, in its April 2022 report of ARPA funds, the City elected to utilize the standard allowance authorized under the Department of the Treasury’s Final Rule on use of ARPA funds, allowing the City to expend ARPA funds for the provision of government services; and

**WHEREAS**, City Council has been presented and approved various project proposals for ARPA funds; and

**WHEREAS**, the ARPA funds will incorporate into appropriate budgets and proceed in implementing these projects; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, Minnesota, authorizes the city manager to incorporate the city’s allocated ARPA funds in accordance with the fund’s grant requirements and standard budget process.

Adopted by the City Council of Richfield, Minnesota this 13<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST

\_\_\_\_\_  
Kari Sinning, City Clerk



**STAFF REPORT NO. 135**  
**CITY COUNCIL MEETING**  
**9/13/2022**

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider staff's recommendation to adopt the 2023- 2026 City of Richfield Strategic Plan**

**EXECUTIVE SUMMARY:**

Attached to this report is Richfield's 2023- 2026 Strategic Plan document ("the Plan"). This Plan will guide the City's resources and efforts for the next four years.

Strategic planning is a process that helps leaders examine the current state of the organization, determine a desired future state, establish priorities, and define a set of actions to achieve specific outcomes. The process followed by the City of Richfield was designed to answer four key questions: (1) Where are we now? (2) Where are we going? (3) How will we get there? (4) What will we do? The process is divided into a development phase and an implementation phase. The full process is depicted below.

The Plan consists of five strategic priorities—the issues of greatest importance to the City of Richfield over the next four years. Associated with each priority is a set of desired outcomes, key outcome indicators, and performance targets, describing expected results and how the results will be measured. The plan also includes strategic initiatives that will be undertaken to achieve the targeted outcomes. The five priorities identified are:

- Operational Excellence
- Community Development
- Sustainable Infrastructure
- Workforce Capacity
- Equity and Inclusion

The strategic planning process began with a meeting of the consultant and the Richfield senior staff on October 4, 2021. The meeting included a review of strategic planning principles, a discussion of organizational value proposition, the status of vision and mission statements, a tutorial on preparing an environmental scan and discussion on community outreach.

Next, staff performed an examination of the operating environment, consisting of an environmental scan, a community survey, eight focus groups, City Council interviews, and a SWOT analysis.

The strategic planning continued with two facilitated leadership sessions focused on effective governance on November 5, 2021, and February 10, 2022. The leadership group included the Mayor, City Council, and

senior management team. During the two sessions the group discussed roles and responsibilities, governance best practice, teamwork, decision-making, style differences and conflict resolution

On March 23 - 24, 2022, the City's leadership team held a two days of strategic planning sessions. They developed a set of priorities (listed above), key outcomes, and performance targets.

Based upon the five priorities identified, the City's management team met on April 28, 2022, to create a set of strategic initiatives and develop detailed action plans. The strategic priorities, key outcome indicators, performance targets and strategic initiatives are summarized in the attachments.

To successfully address the strategic priorities and achieve the intended outcomes expressed in the performance targets, it is necessary to have a focused set of actions, including detailed implementation steps to guide organizational effort. Richfield will accomplish this through a set of strategic initiatives. Strategic initiatives are broadly described, but narrowly focused activities that are aligned with the priorities and targeted to the achievement of outcomes expressed in the targets.

Staff then worked with the consultant to confirm that the targets, key outcome indicators and initiatives were consistent with the desired outcomes and priorities. This review also included researching and refining some targets and key outcome indicators to ensure that the needed data is or will be available. Since some of the key outcome indicator data is not currently tracked, some of the targets do not have a value listed. Staff will work over the next year to determine a baseline for the data and propose specific targets. Staff will provide updated times for providing this data to council as part of the annual effective governance meetings. Staff proposes to review progress on the Strategic plan at two meetings per year.

During the preliminary strategic planning discussion on August 1, Craig Rapp presented the draft strategic plan. This work session was an opportunity for the City Council to provide a review of the Plan. Council expressed interest in expanding the targets; specifically council wished to see more work on maintaining affordable units, increased focus on combating climate change, including how the city plans to communicate these targets to the community, and more specific outcomes and timeframes for equity work. Staff has pulled together updated strategic priorities documents which cover the items discussed during the August 1 meeting.

Staff is requesting City Council's approval of the 2023-2026 Strategic Plan. This Plan will guide the City's resources and efforts for the next four years. With this action, staff will proceed in implementing these initiatives. It is important to note, that while these five priorities guide where the City will focus efforts and resources over the next four years, they do not represent a comprehensive list of the city's efforts or projects. The City Council and staff will still use their annual work plans, budgeting processes, and other planning initiatives (Comp Plan, etc.) to allocate resources.

We also recognize many other significant areas of work, like the city's sustainability efforts, although not listed as a main focus, are inherently connected to the success of rest of the City's priorities and the community in the future. We commit to accomplishing the five priorities listed above in the most environmentally responsible manner practical; recognizing the stress caused by climate change threatens the well-being of urban populations, including low income residents and/or those who live in high-risk areas, and puts additional stress on our communities, infrastructure, and organization."

### **RECOMMENDED ACTION:**

**Staff request City Council's approval of the 2023-2026 Strategic Plan. With this action, staff will proceed in implementing these initiatives.**

### **BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

Draft of plan was presented to council during the August 1, work session with Craig Rapp.

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

N/A

**C. CRITICAL TIMING ISSUES:**

This Plan will guide the City's resources and efforts for the next four years.

**D. FINANCIAL IMPACT:**

N/A

**E. LEGAL CONSIDERATION:**

N/A

**ALTERNATIVE RECOMMENDATION(S):**

N/A

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

	Description	Type
▣	Richfield Strategic Report 2023-2026	Presentation
▣	Richfield Strategic Plan Summary	Backup Material
▣	Strategic Initiatives	Exhibit



2023 – 2026

# STRATEGIC PLAN

JULY 2022





RAPP CONSULTING GROUP

July 15, 2022

RE: 2023-2026 Strategic Plan – City of Richfield

Dear Mayor Regan Gonzalez,

On behalf of Cory Poris Plasch and the entire Rapp Consulting Group, I am pleased to present the 2023-2026 Strategic Plan and Summary Report to the City of Richfield. The plan reflects the organization's priorities, commitment to measurable results and the delivery of quality services.

It has been a pleasure assisting the City of Richfield with this important project. The City Council displayed clear thinking, dedication, and focused effort.

We particularly wish to thank City Manager Katie Rodriguez for her help and support during the process.

Yours truly,

Craig R. Rapp  
President

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# EXECUTIVE SUMMARY

From October 2021 through April 2022, the City of Richfield engaged in a strategic planning process. The process yielded a strategic plan covering 2023-2026.

The plan consists of five **strategic priorities** — the issues of greatest importance to the City of Richfield over the next three years. Associated with each priority is a set of **desired outcomes, key outcome indicators,** and **performance targets**, describing expected results and how the results will be measured. The plan also includes **strategic initiatives** that will be undertaken to achieve the targeted outcomes.

The planning effort began with an examination of the operating environment, consisting of an environmental scan, a community survey, eight focus groups, City Council interviews, and a SWOT analysis. On March 23 - 24, 2022, the City’s leadership team held a two days of strategic planning sessions. They developed a set of priorities, key outcomes, performance targets, and identified concepts for draft vision, mission, and values statements.

Based upon those priorities, the City’s management team met on April 28, 2022, to identify a set of strategic initiatives and develop detailed action plans. The strategic priorities, key outcome indicators, performance targets and strategic initiatives are summarized here and on the following page.



The Plan

## Five Strategic Priorities

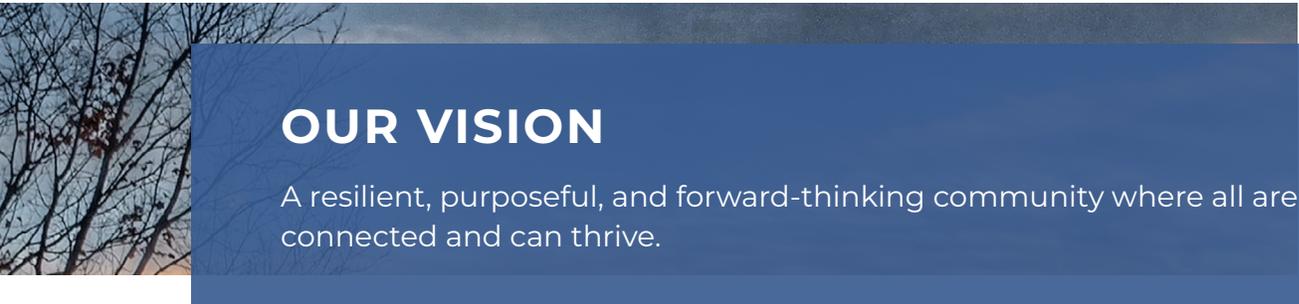
- 1 OPERATIONAL EXCELLENCE
- 2 COMMUNITY DEVELOPMENT
- 3 SUSTAINABLE INFRASTRUCTURE
- 4 HIGH-QUALITY WORKFORCE
- 5 EQUITY AND INCLUSION

# STRATEGIC PLAN SUMMARY 2023–2026

## City of Richfield

Strategic Priority	Desired Outcome	Key Outcome Indicator	Target	Strategic Initiatives
<b>OPERATIONAL EXCELLENCE</b> <i>An organization that delivers results</i>	Focused City leadership	- Targets achieved - Strategic plan modifications	- ___% of Strategic Plan targets completed by 2026*	a) Develop long-term financial plans for capital and operations b) Create organization-wide continuous improvement plan c) Develop organization-wide tech plan d) Establish essential service delivery plan
	Financial capacity to deliver essential services	- Fund balance growth - Revenue growth - New revenue sources	- Stable funding for essential services in place by 2025	
	Operational capability to deliver essential services	- System gaps closed - Process improvements - Service levels identified, met	- Office 365 implemented by 2023 - ___ improvements in each service area implemented 2024-2026 - Essential service delivery plan in place by 2026	
<b>COMMUNITY DEVELOPMENT</b> <i>Creating a community where all can thrive</i>	A vibrant downtown	- ___#_ of new DT housing units - ___#_ of new DT business	- ___#_ new housing units 2023-2026* - ___#_ new business in DT 2023-2026*	a) Develop a downtown strategy b) Establish strategy for pooled TIF funds c) Create community affordability strategy d) Develop comprehensive HRA redevelopment plan e) Update development review process and procedures
	Increased tax base	- Value of permits issued - ___#_ of new housing units - ___#_ of new businesses	- ___\$ increase in value of new permits* - Net increase in housing units* - Net increase in businesses*	
	Maintain Richfield as an affordable place to live	- #/% of households paying more than 30% of income on housing - Progress toward Met Council Comprehensive Plan 30/50/80% AMI need allocation - #/% of existing housing units at 30/50/60/80% AMI	- Decline in cost-burdened households - 66 units 30%, 29 units 31-50%, 26 units 51-80% - Maintain #/% of existing housing units at 30/50/60/80% AMI	
<b>SUSTAINABLE INFRASTRUCTURE</b> <i>Infrastructure that meets community needs</i>	City infrastructure supports service needs	- Asset plans adopted - Replacement plan compliance	- Adopted comprehensive asset management plan by 2025	a) Create comprehensive capital funding strategy b) Create comprehensive asset management plan c) Implement prioritized CAP initiatives d) Create CAP education strategy for staff and public
	Sustainable infrastructure financing	- Utility rate, tax base, debt capacities - External revenue source usage	- Adopted comprehensive funding strategy for infrastructure by 2026	
	Climate resilience is a priority	- CAP initiatives approved - CAP priorities funded	- 2 highest priority Climate Action Plan projects completed by 2025	
<b>HIGH-QUALITY WORKFORCE</b> <i>A stable, well-trained workforce</i>	A well-trained workforce	- Training goals met - Training completed	- ___% of all employees meet or exceed training goals by 2026*	a) Develop recruitment strategy b) Conduct salary & classification study c) Establish departmental succession plans d) Enhance professional development plan e) Develop Council-staff relationship/workplan process
	Staff capacity to meet service demands	- Time-to-fill reduction - Retention rate improvement	- Maintain ___% fully authorized strength* - Retention rate increase ___% to ___% 2023-2026*	
	Healthy Council-staff relationships	- Council-staff trust, relationship survey results	- Meet or exceed Council-staff trust and relationship target(s) by 2025	
<b>EQUITY AND INCLUSION</b> <i>A diverse, inclusive and thriving hometown</i>	Reduced racial inequities and barriers for traditionally excluded groups	- # of documented disparities - BIPOC community ratings	- Progress on reducing racial inequities measured by citywide metrics by 2025	a) Develop strategy to hire DEI coordinator b) Create equity plan c) Create customer service rating increase strategy d) Develop and implement equity decision-making framework
	Staff, Boards and Commissions reflect the diversity of the community	- Racial diversity change - BIPOC turnover rate - Overall turnover rate	Percentage increase 2023-2026: - ___% underrepresented leadership* - ___% BIPOC employees* - ___% BIPOC Commissioners* - BIPOC turnover rate =/ < overall rate	
	Equity-based framework is applied to decision-making	- ___% decisions using equity framework	- ___% of City Council and staff decisions include use of equity framework 2023-2026*	

\*To be determined



## OUR VISION

A resilient, purposeful, and forward-thinking community where all are connected and can thrive.



## OUR MISSION

To create equitable systems, infrastructure and services that make our community better.



## OUR VALUES

### LEAD THE WAY

The City of Richfield seeks to continuously improve the services it provides to residents through innovative and creative solutions. The city cultivates an environment of growth for its staff and residents

### STEWARDSHIP

The City of Richfield manages all of its resources, whether it be human, natural or financial in a responsible manner. The city aims to provide services that promote a prosperous and healthy community in the most fiscally responsible and sustainable way.

### EQUITABLE

The City of Richfield is dedicated to building a diverse, inclusive, and thriving hometown. The city seeks to understand barriers and connects all residents with opportunities. Richfield will reduce inequity by focusing on the areas of greatest disparities.

### RESPONSIVE

The City of Richfield listens and responds to feedback from residents. New projects undertaken by the city will reflect the needs of residents. Both elected officials and city staff will provide friendly, timely, knowledgeable customer service to residents at all times.

### COMMUNITY CENTERED

The City of Richfield celebrates and takes pride in its community. The city is resident-focused and makes tailored decisions based on what is best for current and future residents. Richfield is constantly seeking opportunities to collaborate with residents to set goals and accomplish objectives.

## Reviewing the Environment, Setting Strategic Priorities

An important part of the strategic planning process is a review of the current operating environment and an evaluation of the challenges confronting the community. This was accomplished via a SWOT analysis—a process that examines the organization’s internal strengths and weaknesses, as well as the opportunities and threats in the external environment. The results are displayed below.

### STRENGTHS

- Great staff – experienced, professional
- Strong collaborative elected leadership
- Financially stable
- Shared values/vision
- Collaborative culture
- Diversity – community, commitment

### WEAKNESSES

- Finances/financial position
- Infrastructure – all types
- Staffing-staff capacity
- Lack of long-term planning
- Organizational culture

## SWOT Analysis

- Diverse community
- Economic development – location
- New ideas - housing, staff, services
- Partnerships/collaboration
- High density housing growth
- Changing population in community

### OPPORTUNITIES

- Stress – responding to continual change
- Economic pressure, development
- Racism
- Perception of safety/crime
- Pandemic/economic stress
- Turnover
- Redevelopment
- Infrastructure – built and technology

### THREATS

# STRATEGIC PRIORITY 1

## Operational Excellence



### OUTCOME

Focused City leadership

### KEY OUTCOME INDICATOR

Targets achieved; strategic plan modifications

### TARGET

\_\_% of strategic plan targets completed by 2026\*

### OUTCOME

Financial capacity to deliver essential services

### KEY OUTCOME INDICATOR

Fund balance growth; revenue growth; new revenue sources

### TARGET

Stable funding essential services in place by 2025

### OUTCOME

Operational capability to deliver essential services

### KEY OUTCOME INDICATOR

System gaps closed; process improvements; service levels identified, met

### TARGET

Office 365 implemented by 2023; \_\_#\_ improvements in each service area implemented 2024-2026; Essential service delivery plan in place by 2026

## STRATEGIC INITIATIVES

- a. Develop long-term financial plans for capital and operations
- b. Create organization-wide continuous improvement plan

- c. Develop organization-wide tech plan
- d. Establish essential service delivery

\*To be determined

# STRATEGIC PRIORITY 2

## Community Development



### OUTCOME

A vibrant downtown

### OUTCOME

Increased tax base

### OUTCOME

Maintain Richfield as an affordable place to live

### KEY OUTCOME INDICATOR

\_#\_ of new DT housing units; \_#\_ of new DT businesses

### TARGET

\_#\_ of new DT housing units 2023-2026\*  
\_#\_ of businesses between 2023-2026\*

### KEY OUTCOME INDICATOR

"Value of permits issued; \_#\_ of new housing units; \_#\_ of new businesses

### TARGET

\$ increase in value of new permits\*  
Net increase in housing units\*  
Net increase in businesses\*

### KEY OUTCOME INDICATOR

\_#\_ of households paying more than 30% of income on housing; progress toward Met Council Comprehensive Plan 30/50/80% AMI need allocation; #/% of existing housing units at 30/50/60/80% AMI

### TARGET

Decline in cost-burdened households 66 units  
30%, 29 units 31-50%, 26 units 51-80%  
Maintain #/% of existing housing units at 30/50/60/80% AMI

## STRATEGIC INITIATIVES

- a. Develop a downtown strategy
- b. Establish strategy for pooled TIF funds
- c. Create community affordability strategy
- d. Develop comprehensive HRA redevelopment plan
- e. Update development review process and procedures

\*To be determined

# STRATEGIC PRIORITY 3

## Sustainable Infrastructure



### OUTCOME

City infrastructure support service needs

### KEY OUTCOME INDICATOR

Asset plans adopted; replacement plan compliance

### TARGET

Adopted comprehensive asset management plan by 2025

### OUTCOME

Sustainable infrastructure financing

### KEY OUTCOME INDICATOR

Utility rate, tax base, debt capacities; external revenue source usage

### TARGET

Adopted comprehensive funding strategy for infrastructure by 2026

### OUTCOME

Climate resilience is a priority

### KEY OUTCOME INDICATOR

CAP initiatives approved; CAP priorities funded

### TARGET

2 highest priority Climate Action Plan projects completed by 2025

## STRATEGIC INITIATIVES

- a. Create comprehensive capital funding strategy
- b. Create comprehensive asset management plan

- c. Implement prioritized CAP initiatives
- d. Create CAP education strategy for staff and public

# STRATEGIC PRIORITY 4

## High-Quality Workforce



### OUTCOME

A well-trained workforce

### KEY OUTCOME INDICATOR

Training goals met; training completed

### TARGET

\_\_% of all employees meet or exceeding training goals 2026\*

### OUTCOME

Staff capacity to meet service demands

### KEY OUTCOME INDICATOR

Time-to-fill reduction; retention rate improvement

### TARGET

Maintain \_\_% fully authorized strength\*  
Retention rate increase \_\_% to \_\_% 2023-2026\*

### OUTCOME

Healthy Council-staff relationships

### KEY OUTCOME INDICATOR

Council-staff trust, relationship survey results

### TARGET

Meet or exceed Council-staff trust and relationship target(s) by 2025

## STRATEGIC INITIATIVES

- a. Develop recruitment strategy
- b. Conduct salary & classification study
- c. Establish departmental succession plans
- c. Enhance professional development opportunities
- d. Develop Council-staff relationship/workplan process

\*To be determined

# STRATEGIC PRIORITY 5

## Equity and Inclusion



### OUTCOME

Reduced racial inequities and barriers for traditionally excluded groups

### OUTCOME

Staff, Boards and Commissions reflect the diversity of the community

### OUTCOME

Equity-based framework is applied to decision-making

### KEY OUTCOME INDICATOR

# of documented inequities; BIPOC service ratings

### TARGET

Progress on reducing racial inequities measured by citywide metrics by 2025

### KEY OUTCOME INDICATOR

Racial diversity change; BIPOC turnover rate; overall turnover rate

### TARGET

Percentage increase 2023-2026:  
 \_\_\_% underrepresented leadership\*  
 \_\_\_% BIPOC employees\*  
 \_\_\_% BIPOC Commissioners\*  
 BIPOC turnover rate =/< overall rate

### KEY OUTCOME INDICATOR

\_\_\_% decisions using equity framework

### TARGET

\_\_\_% of City Council and staff decisions include use of equity framework 2023-2026\*

## STRATEGIC INITIATIVES

- a. Develop strategy to hire DEI Coordinator
- b. Create Equity Plan

- c. Create cultural competency strategy
- d. Implement equity tools across the organization

\*To be determined

## STRATEGIC PLANNING PARTICIPANTS

The strategic plan was developed with the hard work and dedication of many individuals. The City Council led the way, taking time out of their schedules to commit to long-term thinking. They defined a direction and a set of outcomes that are important to the community stakeholders with whom they partner and serve.

The City's senior staff supported the City Council and offered an operations perspective as well as challenges to conventional thinking.

### CITY COUNCIL

Maria Regan Gonzalez, Mayor  
Mary Supple, Council Member At-Large  
Simon Trautmann, Council Member Ward 1  
Sean Hayford Oleary, Council Member Ward 2  
Ben Whalen, Council Member Ward 3

### DEPARTMENT HEADS & STAFF

Katie Rodriguez, City Manager  
Sack Thongvanh, Assistant City Manager  
Melissa Poehlman, Community Development Director  
Mike Dobesh, Fire Services Director, Fire Chief  
Jay Henthorne, Public Safety Director, Police Chief  
Kristin Asher, Public Works Director  
Amy Markle, Recreation Services Director  
Bill Fillmore, Liquor Operations Director (former)  
Krista Guzman, HR Manager (former)

### CONSULTANTS

Rapp Consulting Group  
Craig Rapp  
Cory Poris Plasch

# STRATEGIC PLAN SUMMARY 2023–2026

## City of Richfield

Strategic Priority	Desired Outcome	Key Outcome Indicator	Target	Strategic Initiatives
<b>OPERATIONAL EXCELLENCE</b> <i>An organization that delivers results</i>	Focused City leadership	- Targets achieved - Strategic plan modifications	- ___% of Strategic Plan targets completed by 2026*	a) Develop long-term financial plans for capital and operations b) Create organization-wide continuous improvement plan c) Develop organization-wide tech plan d) Establish essential service delivery plan
	Financial capacity to deliver essential services	- Fund balance growth - Revenue growth - New revenue sources	- Stable funding for essential services in place by 2025	
	Operational capability to deliver essential services	- System gaps closed - Process improvements - Service levels identified, met	- Office 365 implemented by 2023 - ___ improvements in each service area implemented 2024-2026 - Essential service delivery plan in place by 2026	
<b>COMMUNITY DEVELOPMENT</b> <i>Creating a community where all can thrive</i>	A vibrant downtown	- ___#_ of new DT housing units - ___#_ of new DT business	- ___#_ new housing units 2023-2026* - ___#_ new business in DT 2023-2026*	a) Develop a downtown strategy b) Establish strategy for pooled TIF funds c) Create community affordability strategy d) Develop comprehensive HRA redevelopment plan e) Update development review process and procedures
	Increased tax base	- Value of permits issued - ___#_ of new housing units - ___#_ of new businesses	- ___\$ increase in value of new permits* - Net increase in housing units* - Net increase in businesses*	
	Maintain Richfield as an affordable place to live	- #/% of households paying more than 30% of income on housing - Progress toward Met Council Comprehensive Plan 30/50/80% AMI need allocation - #/% of existing housing units at 30/50/60/80% AMI	- Decline in cost-burdened households - 66 units 30%, 29 units 31-50%, 26 units 51-80% - Maintain #/% of existing housing units at 30/50/60/80% AMI	
<b>SUSTAINABLE INFRASTRUCTURE</b> <i>Infrastructure that meets community needs</i>	City infrastructure supports service needs	- Asset plans adopted - Replacement plan compliance	- Adopted comprehensive asset management plan by 2025	a) Create comprehensive capital funding strategy b) Create comprehensive asset management plan c) Implement prioritized CAP initiatives d) Create CAP education strategy for staff and public
	Sustainable infrastructure financing	- Utility rate, tax base, debt capacities - External revenue source usage	- Adopted comprehensive funding strategy for infrastructure by 2026	
	Climate resilience is a priority	- CAP initiatives approved - CAP priorities funded	- 2 highest priority Climate Action Plan projects completed by 2025	
<b>HIGH-QUALITY WORKFORCE</b> <i>A stable, well-trained workforce</i>	A well-trained workforce	- Training goals met - Training completed	- ___% of all employees meet or exceed training goals by 2026*	a) Develop recruitment strategy b) Conduct salary & classification study c) Establish departmental succession plans d) Enhance professional development plan e) Develop Council-staff relationship/workplan process
	Staff capacity to meet service demands	- Time-to-fill reduction - Retention rate improvement	- Maintain ___% fully authorized strength* - Retention rate increase ___% to ___% 2023-2026*	
	Healthy Council-staff relationships	- Council-staff trust, relationship survey results	- Meet or exceed Council-staff trust and relationship target(s) by 2025	
<b>EQUITY AND INCLUSION</b> <i>A diverse, inclusive and thriving hometown</i>	Reduced racial inequities and barriers for traditionally excluded groups	- # of documented disparities - BIPOC community ratings	- Progress on reducing racial inequities measured by citywide metrics by 2025	a) Develop strategy to hire DEI coordinator b) Create equity plan c) Create customer service rating increase strategy d) Develop and implement equity decision-making framework
	Staff, Boards and Commissions reflect the diversity of the community	- Racial diversity change - BIPOC turnover rate - Overall turnover rate	Percentage increase 2023-2026: - ___% underrepresented leadership* - ___% BIPOC employees* - ___% BIPOC Commissioners* - BIPOC turnover rate =/ < overall rate	
	Equity-based framework is applied to decision-making	- ___% decisions using equity framework	- ___% of City Council and staff decisions include use of equity framework 2023-2026*	

\*To be determined



# 2023-2026 Strategic Initiatives

Strategic initiatives that will be undertaken to achieve the targeted outcomes.

8/16/2022

<b>Page</b>	<b>Strategic Initiative</b>
2	Develop long-term financial plans for capital and operations
3	Create organization-wide continuous improvement plan
4	Develop organization-wide tech plan
5	Establish essential service delivery plan
6	Develop a downtown strategy
7	Establish strategy for pooled TIF funds
8	Create community affordability strategy
9	Develop comprehensive HRA redevelopment plan
10	Update development review process and procedures
11	Create comprehensive capital funding strategy
12	Create comprehensive asset management plan
13	Implement prioritized CAP initiatives
14	Create CAP education strategy for staff and public
15	Develop recruitment strategy
16	Conduct salary & classification study
17	Establish departmental succession plans
18	Enhance professional development plan
19	Develop Council-staff relationship/workplan process
20	Develop strategy to hire DEI Coordinator
21	Create Equity Plan
22	Create customer service rating increase strategy
23	Develop and implement equity decision-making framework

**Operational  
Excellence**

**Community  
Development**

**Sustainable  
Infrastructure**

**High Quality  
Workforce**

**Equity and  
Inclusion**

**Strategic Priority: Operational Excellence      Outcome: Financial capacity to deliver essential services**  
**Target: - Stable funding for essential services in place by 2025**

**Initiative: Develop long-term financial plans for capital and operations**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Develop 5 and 10 year financial plan for operating and capital initiatives</b>	Financial plan created for sustainable capital and operational needs- stable tax rate	Finance, Directors	<b>2023</b>
<b>Review 5 and 10 year financial plan for operating and capital initiatives annually</b>	5 and 10 year financial plan for operating and capital initiatives reviewed	Finance, Directors	<b>Annually</b>
<b>Incorporate asset plans into financial plans</b>	Asset plans incorporated into financial plans	Finance, Directors	<b>2025</b>

**Strategic Priority: Operational Excellence Outcome: Operational capability to deliver essential services**

**Target: \_#\_ improvements in each service area implemented 2024-2026**

**Initiative: Create organization-wide continuous improvement plan**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Identify existing processes in each department and create a list of what is time consuming, tedious, or ineffective</b>	Process list created	Department directors, Supervisors, Staff	<b>Q3 2023</b>
<b>Create prioritized list of what will be needed to improve specific processes</b>	Prioritized needs list created	Department directors, Supervisors, Staff	<b>Q4 2023</b>
<b>Identify duplicate needs between departments</b>	Itemized needs list crossed referenced across departments to see if there are similar needs	Executive, Department directors	<b>Q4 2023</b>
<b>Identify cost and timeframe to implement improvements</b>	Timeline and quotes from vendors if there are specific needs	Executive, Department directors, Staff	<b>Q1 2024</b>
<b>Create plan to implement new process (goal is 1 process improvement per department each year)</b>	Process improvements identified, timeline set	Department directors, Staff	<b>Q2 2024</b>
<b>Implement new process</b>	Updated process in place	Manager, Staff	<b>Ongoing through 2026</b>
<b>Annually evaluate process list to see if there are areas for improvement</b>	Process list updated	Department directors/ Managers/ staff	<b>Annually</b>

**Strategic Priority: Operational Excellence      Outcome: Operational capability to deliver essential services**  
**Target: - Office 365 implemented by 2023; \_#\_ improvements in each service area implemented 2023-2026**

**Initiative: Develop organization-wide tech plan**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Establish a baseline for each department on what they currently have (hardware/software) and identify needs</b>	Baseline tech capabilities established	IT, Departments	<b>Q2 2023</b>
<b>Needs assessment of (new) tech which must be upgraded for switch to M365</b>	Tech identified by department – specifically focus on items associated with switch to M365	IT, Departments	<b>Q4 2022</b>
<b>Develop plan: IT (software/ hardware) and companies identified – create a rollout schedule</b>	Support identified (contractors, software, hardware) to implement rollout	IT, Departments, Tech consultants	<b>Q1 2024</b>
<b>Monitor tech implementation and meet with staff on progress and obstacles during implementation</b>	Successfully implement and train all staff on the new tech	IT, Tech consultants, staff	<b>Q2 2024</b>
<b>Collect feedback from staff using the new tech and adjust based on survey results</b>	Feedback collected and adjustments made to tech/implementation plan	IT, Tech consultants, staff	<b>Q3 2024</b>
<b>Departments and IT annually review tech plan to ensure better service to our customers internally and externally</b>	Tech plan annually reviewed by Departments and IT to ensure better service to our customers both internally and externally	IT, Departments, Staff	<b>Annually</b>

**Strategic Priority: Operational excellence Outcome: Operational capability to deliver essential services**

**Target: Essential service delivery plan in place by 2026**

**Initiative: Establish essential service delivery plan**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Identify existing processes in each department and create a list of what is essential</b>	List created	Department directors, Supervisors, Staff	<b>Q2 2024</b>
<b>Identify essential service tiers list</b>	List created	Executive, Department directors	<b>Q4 2024</b>
<b>Identify duplicate services between departments</b>	Itemized needs list crossed referenced across departments to see if there are similar needs	Executive, Department directors	<b>Q3 2024</b>
<b>Identify services offered by outside agencies and partners</b>	Itemized needs list of partners created	Executive, Department directors	<b>Q4 2024</b>
<b>Create essential service delivery plan</b>	Essential service delivery plan in place	Department directors, supervisors, Staff	<b>Q1 2025</b>
<b>Annually evaluate service delivery plan to see if there are areas that need updates</b>	Annually evaluate service delivery plan	Department Directors, Managers, Staff	<b>Annually</b>

**Strategic Priority: Community Development**

**Outcome: A vibrant downtown Target: \_\_#\_ new DT housing units and \_\_#\_ of new business in DT 2023-2026**

**Initiative: Develop a downtown strategy**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Recruit, hire, onboard Economic Development Coordinator</b>	Fully onboard ED Coordinator	MP, HRA	<b>Q4 2023</b>
<b>Research, investigate, network – what exists now? How do we track?</b>	List of identified sources, people, agencies	CD Staff	<b>Q4 2023</b>
<b>Collect baseline data</b>	Current number of housing and businesses in downtown identified	CD Staff	<b>Q2 2024</b>
<b>Data analytics and identify trends</b>	Understanding of types of uses “missing” from downtown	CD Staff	<b>Q4 2024</b>
<b>Consider means to attract/market for desired uses</b>	Marketing strategy and/or funding strategy complete	CD Staff	<b>Q4 2025</b>
<b>Proactively market downtown Richfield</b>	Increased number of housing units and businesses in downtown	CD Staff	<b>Q4 2025</b>

**Strategic Priority: Community Development Outcome: --Increased Tax Base & Maintain Richfield as Affordable Place to live Target: Net increase in new DT housing units and business & Decline in cost-burdened households**

**Initiative: Establish strategy for pooled TIF funds**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Complete City Audit</b>	Audit done and distributed	Finance	<b>Q3 2022</b>
<b>Provide audit to Ehlers to create a TIF mgmt. plan</b>	TIF mgmt. plan completed	Ehlers	<b>Q4 2022</b>
<b>Internal evaluation of TIF mgmt. plan and recommendation prepared</b>	Reports/ recommendations to HRA prepared	MP/JU, CD Mgmt.	<b>Q1 2023</b>
<b>Present TIF mgmt. plan to HRA and Council at work session for feedback</b>	Complete work session	MP/JU, CD Mgmt.	<b>Q1 2023</b>
<b>Adopt TIF plan mods/plan</b>	Plans/mods adopted	MP/JU, CD Mgmt.	<b>Q3 2023</b>

**Strategic Priority: Community Development Outcome: Maintain Richfield as an affordable place to live**  
**Targets: - Decline in cost-burdened households & creation of 66 units 30%, 29 units 31-50%, 26 units 51-80% housing**

**Initiative: Create community affordability strategy**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Review of current programs</b>	Report/ review completed	CD Staff	<b>Q3, 2023</b>
<b>Track impact of inclusionary housing policy</b>	How many units created; cost of units; etc.	CD Staff	<b>Q4, 2024</b>
<b>Implementation of inclusionary housing policy by increasing capacity of property managers</b>	Trained and capable property management staff & correct income qualification submittals.	CD Staff	<b>ongoing</b>
<b>Create dashboard of affordability</b>	Data available on public-facing dashboard	CD Staff	<b>Q4, 2024</b>
<b>Facilitate construction of three fully-affordable housing projects</b>	Projects built and operating successfully in community.	CD Staff	<b>2025</b>
<b>Develop affordable housing trust fund spending strategy/priorities</b>	Funding spent to support affordable units.	CD Staff, Executive	<b>Q2, 2023</b>
<b>Develop Apartment Navigator Program</b>	Apartment Navigator Program created and funded.	CD Staff	<b>2025</b>

**Strategic Priority: Community Development Outcome: Increased tax base Target: - \_\$ \_ increase in value of new permits; Net increase in housing units; and Net increase in businesses  
Initiative: Develop comprehensive redevelopment plan for HRA-owned sites**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Recruit, hire, onboard Economic Development Coordinator</b>	Fully on boarded ED Coordinator	MP, HRA	<b>Q4/2023</b>
<b>Collect updated info on HRA owns sites</b>	Data on HRA owned sites collected	ED Coordinator	<b>Q4 2023</b>
<b>Evaluate sites in relation to strategic priorities</b>	All sites evaluated and ranked	CD Mgmt.	<b>Q1 2024</b>
<b>Identify additional info needed to market sites</b>	Data and HRA needs identified	CD Mgmt.	<b>Q1 2024</b>
<b>Collect additional info and prepare marketing materials for sites</b>	Marketing materials prepared	Communication team, Consultant, CD	<b>Q3 2024</b>
<b>Market sites</b>	Sites posted for sale	CD Mgmt.	<b>2025</b>

**Strategic Priority: Community Development Outcome: Increased tax base Target: \$ \_ increase in value of new permits; Net increase in housing units; and Net increase in businesses  
Initiative: Update Development Review Process and Procedures\***

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Research electronic plan review options with departments who participate in review</b>	Electronic Plan Review Software selected	Cross- department Team	<b>late 2022</b>
<b>Sign contract and begin transition to electronic plan review</b>	Data transferred to new system	Cross- department team	<b>Q2, 2023</b>
<b>ARC Team establish procedures for use of new software</b>	New process and procedures established	Cross- department team	<b>Q2, 2023</b>
<b>Annually evaluate Process and Procedure list to see if there's areas for improvement</b>	Streamlined and efficient processing of permits and plans	Cross-department team	<b>Annually</b>
<b>*Also advances Operational Excellence</b>			

**Strategic Priority: Sustainable Infrastructure Outcome: Sustainable infrastructure financing Target: - Adopted comprehensive funding strategy for infrastructure by 2026**

**Initiative: Create comprehensive capital funding strategy**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Hire a consultant to conduct a utility rate affordability assessment</b>	Assessment completed.	PW	<b>Q4 2022</b>
<b>Consideration of including local option sales tax (LOST) in legislative platform</b>	Council consideration has occurred	Executive	<b>Q4 2022</b>
<b>If granted authority by State Legislature, host a referendum on a LOST</b>	Hold a vote at a general election within two years of legislative approval	Executive	<b>Q4 2024</b>
<b>Determine sufficient cash balance for liquor operations to move to Recreation capital projects.</b>	Analysis complete, appropriate funding levels identified	Finance, Liquor, Recreation	<b>2023</b>
<b>Conduct an internal audit of utility fund charges (6052 Admin Charges)</b>	Utility charges are justified	Finance	<b>Q2 2023</b>
<b>Determine debt limit capacity</b>	Debt policy developed and implemented into city financial planning	Executive, Finance, City Council	<b>2024</b>
<b>Collaborate with state officials to examine the equitability of regional cost share policies</b>	Reduced financial burden on local municipalities from county and state infrastructure projects	PW, Executive, City Council	<b>2023</b>
<b>Explore the opportunity to sell water to other cities</b>	Opportunity to sell water to other cities explored	PW, Executive, City Council	<b>Q4 2023</b>

**Strategic Priority: Sustainable Infrastructure Outcome: City infrastructure supports service needs Target: - Adopted comprehensive asset management plan by 2025**

**Initiative: Create comprehensive asset management plan**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Compile inventory and condition assessment of all city buildings</b>	Inventory and assessment completed	Buildings, Recreation, PW	<b>Q4 2023</b>
<b>Compile inventory and condition assessment of all underground infrastructures</b>	Inventory and assessment completed	PW	<b>Q4 2023</b>
<b>Compile inventory and condition assessment of all city fleet units</b>	Inventory and assessment completed	PW	<b>Q4 2023</b>
<b>Compile inventory and condition assessment of all city recreation facilities</b>	Inventory and assessment completed	PW, Recreation	<b>Q4 2023</b>
<b>Compile inventory and condition assessment of all city roadway elements (signs/crosswalks/walls)</b>	Inventory and assessment completed	PW	<b>Q4 2023</b>
<b>Work with a consultant to conduct a needs assessment for all city assets</b>	Listed created by consultant of what assets are needed and what assets are no longer needed	Consultant	<b>Q4 2024</b>
<b>Work with a consultant to prioritize asset replacement, removal, and expansion. (tie to funding plan)</b>	Clear understanding of priorities for asset replacement, removal, and expansion	Consultant	<b>Q3 2025</b>
<b>Work with a consultant to develop a timeline for replacement, removal and expansion priorities (Tied to 5 and 10 year funding plan)</b>	Timeline completed	Consultant	<b>Q4 2025</b>

**Strategic Priority: Sustainable Infrastructure Outcome: Climate resilience is a priority. Target: - 2 highest priority Climate Action Plan projects completed by 2025**

**Initiative: Implement prioritized CAP initiatives**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Develop long- and short-term action steps for CAP</b>	Action chart created that aligns CAP projects with specific goals and timelines	Recreation, PW	<b>Q3 2023</b>
<b>Identify funding sources for CAP projects</b>	Designated funding for CAP implementation.	Rachel, Amy, Finance, Executive	<b>Ongoing</b>
<b>Work with Council, stakeholders, and residents to seek input on CAP priorities</b>	Decisions influence work plan	Sustainability Commission, Rachel, City Council	<b>Q2 2023</b>
<b>Create CAP initiative communication plan</b>	Promote progress on CAP initiatives in the community	Sustainability Commission, Rachel, City Council, Communications team	<b>As initiatives are implemented</b>
<b>Implement prioritized CAP initiatives</b>	CAP projects implemented	Sustainability Commission, Rachel, City Council	<b>Q4 2023, then annually</b>

**Strategic Priority: Sustainable Infrastructure Outcome: Climate resilience is a priority Target: 2 highest priority Climate Action Plan projects completed by 2025**

**Initiative: Create CAP education strategy for staff and public**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Identify City events for CAP education outreach opportunities</b>	Tabling at several events/year	Rachel, Amy, Communications team	<b>Ongoing</b>
<b>Develop formal CAP educational opportunities</b>	Conduct education opportunities annually	Rachel, Amy	<b>Ongoing</b>
<b>Develop informal CAP educational opportunities</b>	Information is shared on the City website, social media, print materials, and video	Sustainability Commission, Rachel, Amy, Communications team	<b>2025</b>
<b>Create a calendar to identify outreach topics to help focus CAP education efforts</b>	Outreach calendar completed and utilized	Sustainability Commission, Rachel	<b>2023</b>
<b>Create CAP education materials for website</b>	Robust website launched	Sustainability Commission, Rachel	<b>2025</b>
<b>Annually report on CAP progress made to staff, council, commission, and community</b>	People are aware and informed on progress of CAP	Sustainability Commission, Rachel, Communications team	<b>2023-25</b>

**Strategic Priority: High Quality Workforce Outcome: Staff capacity to meet service demands Target: Maintain % fully authorized strength and retention rate increase   % to   % 2023-2026**

**Initiative: Develop recruitment strategy**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Quantify current staff/membership composition and areas for improvements</b>	Complete current analysis of employee and commissioner composition	HR, DEI coordinator	<b>2023</b>
<b>Survey staff and commissioners on recruitment and retention questions for staff and commissioners</b>	Analyze employee survey results and needs determined	HR, DEI coordinator, Executive	<b>2023</b>
<b>Identify and utilize outreach opportunities (advertisement, flyer, etc.) for a more diverse candidate pool</b>	Opportunities for outreach and recruitment identified	HR, DEI coordinator, Communications Staff	<b>Annually, starting 2024</b>
<b>Identify and utilize outreach opportunities (advertisement, flyer, etc.) for a more diverse commissioner applicant pool</b>	Opportunities for outreach and recruitment identified	City communications staff, Commissioner liaisons, DEI coordinator	<b>Annually, starting 2024</b>

**Strategic Priority: High Quality Workforce Outcome: Staff capacity to meet service demands Target: - Maintain \_\_% fully authorized strength and Retention rate increase \_\_% to \_\_% 2023-2026**

**Initiative: Conduct salary & classification study**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Conduct wage/classification study</b>	Study completed	HR, Executive, Consultant	<b>Q4 2023</b>
<b>Develop recommendations based on results of the study</b>	Recommendations developed and implemented	HR, Executive, DEI coordinator	<b>2024-2025</b>

**Strategic Priority: High Quality Workforce Outcome: Staff capacity to meet service demands Target: - Maintain % fully authorized strength and Retention rate increase \_% to \_% 2023-2026**

**Initiative: Establish departmental succession plans**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Identify and prepare for anticipated vacancies. Forecast and anticipate 3 to 5 years</b>	Anticipated vacancies identified	Department directors, supervisors	<b>Q4 2024</b>
<b>Departments must submit a succession plan (HR prepare sample) 10 year plan</b>	Succession plan developed an submitted	Department directors, Supervisors, HR	<b>2024, review annually</b>
<b>Prepare for sudden/unexpected vacancies (job descriptions, materials, requisition forms, document position processes/create transition documents, etc.)</b>	Materials created and updated annually	HR, Department directors	<b>Annually</b>

**Strategic Priority: High Quality Workforce Outcome: A well-trained workforce Target: \_\_% of all employees meet or exceed training goals by 2026**

**Initiative: Enhance professional development plan**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Identify opportunities for staff development- what areas could be improved and what organizations should we use for training</b>	Areas for growth and partners developed	HR, Department directors, Supervisors, Staff	<b>Q1 2024</b>
<b>Determine budget for professional development</b>	Budget determined	Department directors, Supervisors	<b>2024 budget, then annually</b>
<b>Identify and implement professional development opportunities</b>	Training and professional development utilized	HR, Department directors	<b>2024 budget, then annually</b>

**Strategic Priority: High Quality Workforce Outcome: Healthy Council-staff relationships**

**Target: - Meet or exceed Council-staff trust and relationship target(s) by 2025**

**Initiative: Develop Council-staff relationship/work plan process**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Council encouraged to connect more with staff, meet with directors, and attend events</b>	Improving cohesiveness between the groups and better collaboration in implementing strategic priorities	Council, Executive, Directors, Staff	<b>immediately and ongoing</b>
<b>Develop relationship/work plan process with City Council and leadership team</b>	Work plan created and approved	Executive, Directors	<b>2023</b>
<b>Quarterly meeting with Council to review</b> <ul style="list-style-type: none"> <li>• Standard of engagement</li> <li>• Strategic plan progress</li> <li>• Work plan</li> <li>• Budget</li> </ul>	Quarterly meetings held	Council, Executive, Directors	<b>2023-2026</b>
<b>Host all managers meetings annually to review work plan as a group</b>	Work plan reviewed internally annually and strategic priorities completed	Executive	<b>Annually, starting 2023</b>
<b>As part of Commissions and board onboarding process go over strategic plans</b>	Commissions and boards aligned with strategic plan and city work plan	Executive, liaisons	<b>2024</b>

**Strategic Priority: Equity and Inclusion Outcome: Reduced racial inequities and barriers for traditionally excluded groups Target:- Progress on reducing racial inequities measured by citywide metrics by 2025**

**Initiative: Develop strategy to hire DEI Coordinator**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Evaluate DEI coordinators roles and responsibilities</b>	DEI coordinators position evaluation completed	Executive, Admin (HR), DEI position supervisor	<b>Q3 2022</b>
<b>Evaluate DEI coordinators position in org and if they need additional resources for success</b>	DEI coordinators position evaluation completed	Executive, Admin (HR), DEI position supervisor	<b>Q3 2022</b>
<b>Update DEI job description to reflect finding from prior research</b>	DEI job description updated	Admin (HR), DEI position supervisor	<b>Q3 2022</b>
<b>Post DEI position</b>	Job posted	Admin (HR)	<b>Q4 2022</b>
<b>Promote DEI position posting to the community</b>	Position viewed by a large, diverse group of applicants	Admin (HR), Communications	<b>Q4 2022</b>
<b>Onboard DEI position</b>	Successfully onboard DEI coordinator	Executive, Admin (HR), DEI position supervisor	<b>Q1 2023</b>
<b>Support DEI position</b>	DEI position feels supported and empowered	Executive, DEI position supervisor	<b>Ongoing</b>

**Strategic Priority: Equity and Inclusion Outcome: - Reduced racial inequities and barriers for traditionally excluded groups Target: Progress on reducing racial inequities measured by citywide metrics by 2025**

**Initiative: Create equity plan**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Identify data on racial inequity that can be collected, measured, and monitored</b>	Data identified	DEI coordinator, CARES team,	<b>2024</b>
<b>Each department will identify 3-5 metrics to focus racial inequity work on</b>	Metrics identified	DEI coordinator, department leads	<b>Q1 2024</b>
<b>Determine framework for equity plan</b>	Framework evaluated and identified	DEI coordinator	<b>2023</b>
<b>Annually review 3 ordinance and/or city policies with a specific focus on reducing racial inequity</b>	Gaps/recommended changes identified for inclusion in equity work plan	DEI coordinator, department leads	<b>2024, On going</b>
<b>Share/Publish Equity Pan</b>	Plan published	DEI coordinator, Executive, Communication staff	<b>2024</b>
<b>Annually report progress on equity plan metrics to staff, council, commission, and community</b>	People are aware and informed on progress of equity plan	DEI coordinator, Executive, Communication staff	<b>2023-2025</b>

**Strategic Priority: Equity and Inclusion Outcome: Reduced racial inequities and barriers for traditionally excluded groups Target: Increased rating on customer satisfaction survey**

**Initiative: Create customer service rating increase strategy**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Review past surveys/Focus groups</b>	Review complete	DEI coordinator, Exec.	<b>Q4 2023</b>
<b>Identify communities, specifically historically excluded groups, in the city</b>	List of historically excluded groups in our city created	DEI coordinator, Community engagement manager	<b>2024</b>
<b>Identify community leaders, stakeholders, organizations</b>	List of community leaders, stakeholders, organizations created	DEI coordinator, Community engagement manager	<b>2024</b>
<b>Conduct user experience data collection/focus groups of city services</b>	Feedback collected from a wide variety of our community	DEI coordinator, Community engagement manager	<b>As needed</b>
<b>Create and implement plan for collecting on going feedback</b>	Process in place	DEI coordinator, Community engagement manager	<b>2024</b>
<b>Develop and implement training program- develop outside opportunities for these trainings</b>	Trainings scheduled and completed	DEI coordinator, HR	<b>2024-2025</b>
<b>Conduct the National Community Survey</b>	Survey completed	DEI coordinator, Community engagement manager	<b>2024</b>

**Strategic Priority: Equity and Inclusion Outcome: Equity-based framework is applied to decision-making Target: \_\_\_\_\_% of City Council and staff decisions include use of equity framework 2023-2026\***

**Initiative: Develop and implement equity decision-making framework**

<b>Actions</b>	<b>Measure of Success</b>	<b>Who's Responsible</b>	<b>Target Date</b>
<b>Inventory equity tools currently available in our organization</b>	Review complete	DEI coordinator	<b>2023</b>
<b>Research processes and tools that other cities have implemented</b>	Assessment completed	DEI coordinator	<b>2023</b>
<b>Pilot equity toolkit with departments</b>	Toolkit applied to some policies and procedures	DEI coordinator, few staff to test	<b>2023</b>
<b>Train CARES team on equity toolkit</b>	CARES team trained on equity toolkit	DEI coordinator, CARES team	<b>2023</b>
<b>Implement toolkit in all departments – CARES team can assist in rollout</b>	All staff trained on equity toolkit	DEI coordinator, CARES team, Department directors, Managers, Supervisors, Staff	<b>2023</b>
<b>Research and identify equity lens for C.C.</b>	Equity lens tool identified	DEI coordinator	<b>2023</b>
<b>Add equity lens to staff reports</b>	Staff reports updated with equity lens	DEI coordinator, IT	<b>2023</b>
<b>Annually review toolkit and processes for improvement</b>	Toolkit reviewed annually	DEI coordinator, CARES team	<b>Annually</b>