



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
NOVEMBER 22, 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: 2463 575 8478 and password: 1234.***

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

Approve the Minutes of the: (1) Joint City Council and HRA Work Session of October 17, 2022; (2) Regular City Council Meeting of November 9, 2022; and (3) City Council Work Session of November 9, 2022.

**PRESENTATIONS**

1. Advisory Board of Health Commission annual presentation given by Katrina DeVore
2. Human Rights Commission annual presentation given by Chair Walter Burk
3. Sustainability Commission annual presentation given by Chair Amanda Kueper
4. Proclamation Declaring November 26 as Small Business Saturday in Richfield

**AGENDA APPROVAL**

5. Approval of the Agenda
6. **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 for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at St. Richard's Catholic Church, 7540 Penn Avenue South, for their Grand Gala taking place December 3, 2022.

Staff Report No. 166

- B. Consider the approval of setting a public hearing to be held on December 13, 2022, to consider the renewal of the Pawnbroker and Secondhand Goods Dealer license for 2023 for Metro Pawn and Gun, Inc.

Staff Report No. 167

- C. Consider approval of a third amendment to the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2023.

Staff Report No. 168

- D. Consider the adoption of a resolution accepting a Watershed-Based Implementation Funding Grant in the amount of \$20,000 from the Board of Water and Soil Resources for the Sheridan Pond Improvements Project and authorize the Mayor and City Manager to execute the Grant Agreement.

Staff Report No. 169

- E. Consider approval of a resolution establishing a Public Safety Special Revenue Fund to track receipt and spending of the opioid settlement funds.

Staff Report No. 170

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

**CITY MANAGER'S REPORT**

- 8. City Manager's Report

**CLAIMS AND PAYROLLS**

- 9. Claims and Payroll

**COUNCIL DISCUSSION**

- 10. Hats Off to Hometown Hits

- 11. Adjournment

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



# CITY COUNCIL MEETING MINUTES

## Richfield, Minnesota

### Joint City Council and HRA Work Session

**October 17, 2022**

<b>CALL TO ORDER</b>
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Chair Supple called the work session to order at 6:00 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple; Sean Hayford O'leary; and Ben Whalen

Council Members Absent: Maria Regan Gonzalez, Mayor; Simon Trautmann

HRA Members Present: Mary Supple, Chair; Lee Ohnesorge; and Gordon Hanson

HRA Members Absent: Maria Regan Gonzalez; Erin Vrieze Daniels

Staff Present: Julie Urban, Acting Executive HRA Director/Assistant Community Development Director; Katie Rodriguez, City Manager; and Kari Sinning, City Clerk

Chair Supple introduced the topic for discussion and turned it over to Acting Executive Director Urban.

ITEM #1	<b>DISCUSS OPPORTUNITIES TO SPEND POOLED TAX INCREMENT WITHIN THE COMMUNITY</b>
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Acting Director Urban gave a presentation (available in the agenda) that overviewed the TIF Management Plan, three pooling options, and the recommended next steps. She explained that subsidies would not be available through any of these funds, but the department would look for other sources to help with down payment and rent assistance.

Council Member Hayford O'leary asked for clarification of the breakdown of the amount of total TIF funding. Acting Director Urban stated that 10 percent of the total TIF from all the districts would go into the affordable housing trust fund and that the additional breakdowns are based upon what the City has unencumbered until the end of this year and maxes out what is available. Council Member Hayford O'leary asked how blighted a district could be. Acting Director Urban explained the test that they do to classify a building as blighted for homes and commercial buildings are determined by an outside consultant.

Council Member Whalen asked for clarification about the restrictions on rental and down payment assistance. Acting Director Urban shared that it creates subsidized units instead of emergency

assistance. Council Member Whalen asked if we could address some of the other upfront funding costs that would make higher rent costs. Acting Director Urban stated that could be one option or it could be used for rental assistance directly, but it could not be a subsidy like we are used to. Council Member Whalen shared general agreement with the proposed way to prioritize the funds and commented on the need for deeper affordability.

Commissioner Hanson agreed with Council Member Whalen and wondered about the timeline to adopt the plan. Acting Director Urban stated that it would be brought the HRA during the November meeting and schedule a public hearing for December.

Council Member Whalen clarified the process that Council would be involved. Acting Director Urban stated that the HRA would be approving individual expenditures that are a part of the plan.

Council Member Hayford Oleary commented on the possibility of projects that the spending plan could be used on to foster future investment in the downtown area.

Chair Supple agreed with the plan and a good use of funds to ask Ehlers to come up with a plan and commented on maintaining the affordability of commercial spaces. Acting Director Urban mentioned the new Economic Development Manager that will be hired to help explore those concerns. Chair Supple expressed the need to maintain balance between residential and commercial opportunities. She agreed with the goals of the affordable housing trust fund plan and mentioned the consideration to help make spaces more climate resilient.

Council Member Whalen asked if the spending plan would have the flexibility to do the energy efficient upgrades. Acting Director Urban stated that it would have to be substantial rehabilitation or a new construction. Council Member Whalen asked about the utilization of apartment rehab loans. Acting Director Urban stated that we would probably have to reach out to the apartment places that we identify that could use the rehab loans. Council Member Whalen asked if we could be more proactive to meet the goals that we set. Acting Director Urban mentioned that the Community Development Department staff is hopeful to be more proactive.

Commissioner Hanson asked if the Penn Ave corridor could be involved in the spending plan. Acting Director Urban stated that it could if we would find a partner and it would be an increase of tax base. Chair Supple asked if that would apply to the east side of 66<sup>th</sup> Street. Acting Director Urban said that it could apply.

Acting Director Urban summarized the discussion of general agreement with the proposed plans and overviewed the timeline as stated above. Chair Supple extended thanks to the department and for the consultants.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:42 p.m.

Date Approved: November 22, 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

### Special City Council Work Session

## November 9, 2022

#### CALL TO ORDER

The work session was called to order by Mayor Regan Gonzalez at 5:48 p.m. in the Bartholomew Room.

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

*Council Members Absent:* None

*Staff Present:* Katie Rodriguez, City Manager; Kumud Verma, Finance Manager; Kristen Asher, Public Works Director; Joe Powers, City Engineer; Amy Markle, Recreation Services Director; Jay Henthorne, Public Safety Director; Melissa Poehlman, Community Development Director; Mike Dobesh, Fire Chief; Jaimie Hafner, Human Resources Manager; Sack Thongvanh, Assistant City Manager; and Chris Swanson, Management Analyst

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>CONSIDER THE CITY'S PROPOSED LEGISLATIVE PRIORITIES FOR 2023</b>
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City Manager Rodriguez introduced Management Analyst Swanson who gave a presentation that described the past legislative priorities and outlined the new legislative process and introduced the top three 2023 legislative priorities.

Director Markle presented on supporting a bonding bill to help fund the Wood Lake Nature Center (WLNC) construction. The state funding would cover some of the cost to renovate the site, including covering the cost for predesign, design, construct, furnish, and equip a new nature center building.

Director Markle then presented on the request for council to support legislation which would provide the City of Richfield the authorization to propose a local sales tax (LST) to support regionally significant park projects. She remarked the LST will be discussed further at a work session on December 8, 2022, to determine what projects will be included in the final legislative platform.

Fire Chief Dobesh presented on the support local control of Emergency Medical Services (EMS). He discussed how the current laws do not provide meaningful oversight of the ambulance service providers.

Council Member Whalen asked Fire Chief Dobesh why this EMS issue has risen to the top three this year. Fire Chief Dobesh outlined how there are no response time requirements or control of ambulance billing rates within the Hennepin County EMS Primary Service Areas. He discussed how, due to the change in Hennepin County EMS protocols, they have seen instances where residents are waiting up to 2 hours to receive service. He asked council to support local control to determine who is best able to provide EMS services in our community.

Council Member Supple was supportive of including the virtual/hybrid meeting option in the City's platform. She believes this will make the city more accessible to all and increase participation.

Council Member Hayford Oleary expressed support for the top priorities identified in the presentation. He wanted to comment on a few other legislative items included in the City's platform. Specially, he wanted to discuss THC regulations. He recognized that the THC item included in the platform was under the assumption that the political landscape would remain like the divide last year. He felt with the "trifecta" win by democrats we should reevaluate our language as there is a strong possibility for full legalization with the change. Police Chief Henthorne said the city will continue to look for direction from the League of Minnesota Cities and that the legislative priorities specifically relate to employment related cannabinoid questions. He also stated the city will continue to be involved in this discussion.

Council Member Whalen discussed how part of the problem with the THC regulation was that cities were not consulted with when the law was drafted and passed last year.

Council Member Hayford Oleary asked the words "in consultation with" be added to the THC regulation to ensure cities have a seat at the table for any future THC legislation. Staff was supportive of the change.

Council Member Whalen commented on how streamlined this process was this year. He was appreciative how this process incorporated the mission, vision and values and the strategic priorities of the city. He mentioned he looked forward to future discussion on freeway projects.

Council Member Supple mentioned the 494 Visioning Committee was still looking for comments on their legislative platform and that she wanted to hear from the rest of council before providing comments back to the committee.

Council Member Trautmann said he also appreciated the process and thanked staff for all the work they do.

Mayor Regan Gonzalez echoed comments of appreciation. She said she loved the final legislative approval process. She specially pointed to the connection to the both the mission, vision and values and the strategic priorities of the city in the process.

Council Member Supple asked if the city would still be able to quickly respond if other legislative issues arose. City Manager Rodriguez confirmed.

Council Member Supple asked about the presumption clause in the administrative section of the proposed legislative positions. Police Chief Henthorne, Fire Chief Dobesh, and Human Resources Manager Haefner provided more information on the presumption clause and the city's commitment to their employees getting the help and support they need to return to duty. Specifically, Police Chief Henthorne pointed to strong legislation passed in Wisconsin as a good example.

Council Member Hayford Oleary asked if there were any major projects coming up around work on 494. He was worried that we would not have a stance prepared if something were to happen soon. Director Asher and City Engineer Powers answered questions on the status of the 494 projects and outlined how the city would have time to review and respond if a project were to come up soon.

City Manager Rodriguez provided a summary of what she heard from council and the next steps of the legislative platform adoption process.

<b>ADJOURNMENT</b>
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Mayor Regan Gonzalez adjourned the work session at 6:21 p.m.

Date Approved: November 22, 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

### Regular Council Meeting

**November 9, 2022**

#### CALL TO ORDER

Mayor Regan Gonzalez called the meeting to order at 7:09 p.m. in the Council Chambers.

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

*Council Members Absent:* None

*Staff Present:* Katie Rodriguez, City Manager; Kristen Asher, Public Works Director; Joe Powers, City Engineer; Amy Markle, Recreation Services Director; Jay Henthorne, Public Safety Director; Mike Dobesh, Fire Chief; Sack Thongvanh, Assistant City Manager; Kelly Wynn, Administrative Assistant; and Chris Swanson, Management Analyst

*Others Present:* Mary Stratton, Civil Service President; Husniyah Bradley, Transportation Commission Chair; and Tessa Johanson Community Services Chair

#### 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)

Samuel Erickson, 7327 Elliot Ave S, submitted a comment via email which referenced concern around a firefighter leaving the department due to a living restriction.

#### APPROVAL OF MINUTES

M/Trautmann, S/Whalen to approve the Minutes of the: (1) City Council Work Session of October 25, 2022; and (2) Regular City Council Meeting of October 25, 2022.

Motion carried: 5-0



<b>ITEM #1</b>	<b>CIVIL SERVICE COMMISSION ANNUAL PRESENTATION GIVEN BY PRESIDENT MARY STRATTON</b>
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Mayor Regan Gonzalez invited Civil Service President Stratton to give the yearly presentation of the Richfield Civil Service Commission. President Stratton provided an overview of the efforts of the Commission throughout the year and thanked commissioners and the Richfield Fire department for their dedication.

Council Members Trautmann and Whalen thanked the Commission for all their work over the last year.

Mayor Regan Gonzalez thanked the entire Commission and personally singled out President Stratton for her tireless work on the commission. She reminisced how both her and President Stratton started their public service with Richfield at the same time.

<b>ITEM #2</b>	<b>TRANSPORTATION COMMISSION ANNUAL PRESENTATION GIVEN BY HUSNIYAH DENT BRADLEY</b>
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Mayor Regan Gonzalez invited Transportation Commission Chair Bradley to give the yearly presentation of the Richfield Transportation Commission. Chair Bradley provided an overview of the efforts of the Commission throughout the year and thanked commissioners, she especially thanked the essential work of Transportation Engineer Manibog, staff liaison.

Council Member Supple thanked the all the Commission members and how much they contribute to the community.

Council Member Hayford Oleary thanked the chair and the commission for the work they do on transportation issues. He spotlighted a tour the commission took earlier this year and talked about what a fun experience it was.

Council Member Trautmann thanked the Commission for their work in the community. He talked about how this community gets some of the most attention for the projects they work on and how visitors to the community often comment on how well maintained our transportation infrastructure is.

Council Member Whalen thanked the Commission and spotlighted how a lot of their recent work has looked at the larger transportation issues with an equity lens. He is very supportive of this change.

Mayor Regan Gonzalez thanked Chair Bradley for her leadership and the entire Commission for the work they do. She mentioned how the Chair and commission serves as the connection between the city and the community.

<b>ITEM #3</b>	<b>COMMUNITY SERVICES COMMISSION ANNUAL PRESENTATION GIVEN BY TESSA JOHANSON</b>
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Mayor Regan Gonzalez invited Community Service Commission Chair Johanson to give an overview of the Community Service Commission's efforts throughout the year. Chair Johanson provided an overview of the efforts of the Commission throughout the year, including approving the

park CIB/CIP plan and the removal of the wood walkway structure at Veteran's Park. Chair Johanson thanked everyone who had been involved in the work over the past year.

Council Member Whalen echoed that as the liaison to the groups, he would agree that the commission was busy. He appreciated that the commission not only makes decisions that impact council policy, but their work also betters the community. He thanked Chair Johanson for her leadership.

Mayor Regan Gonzalez also thanked Chair Johanson for her leadership noted how she was the chair her first year being on the commission. Impressed with the Chair's ability to step up to the opportunity.

Council Member Trautmann thanked Chair Johanson for taking on this leadership role.

<b>ITEM #4</b>	<b>APPROVAL OF THE AGENDA</b>
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M/ Hayford Oleary, S/Supple to approve the agenda.

Motion carried: 5-0

<b>ITEM #5</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

- A. Consideration of the approval of a resolution authorizing acceptance of a donation received by Richfield Recreation Services Department from Diane Elizabeth Gorney for Wood Lake Nature Center in the amount of \$142,575.93, and to authorize the Recreation Services Director to apply the funds for Wood Lake Nature Center. (Staff Report No. 161)

**RESOLUTION NO. 12025**

**RESOLUTION ACCEPTING A DONATION RECEIVED BY THE RICHFIELD  
RECREATION SERVICES DEPARTMENT FROM DIANE ELIZABETH GORNEY, IN  
THE AMOUNT OF \$142,575.93, DESIGNATED FOR WOOD LAKE NATURE  
CENTER, AND AUTHORIZING THE RECREATION SERVICES DIRECTOR TO  
EXECUTE THE ASSOCIATED GRANT**

- B. Consideration of the approval of a three-year contract with Vitals™, for Public Safety and Fire Personnel. (Staff Report No. 162)

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

Council Member Supple thanked the Gorney family for the generous donation to the nature center.

Mayor Regan Gonzalez wanted to echo that sentiment, what a generous donation from the family.

Motion carried: 5-0

<b>ITEM #6</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
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None.

<b>ITEM #7</b>	<b>CONSIDER THE APPROVAL OF THE SECOND READING OF AN ORDINANCE AMENDING SECTION 601 OF THE RICHFIELD CITY CODE TO INCLUDE NEW LANGUAGE CLARIFYING THE DEFINITION OF "NON-RDUS" AND HOW PROPERTIES APPROVED FOR EXEMPTION FROM THE CONTRACTED PROGRAM DISPOSE OF SOLID WASTE. (STAFF REPORT NO. 163)</b>
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Council Member Whalen presented Staff Report 163.

M/Whalen, S/Supple to approve the attached ordinance amending Section 601 of the Richfield City Code to include new language clarifying the definition of "non-RDUs" and how properties approved for exemption from the contracted program dispose of solid waste.; and approve a resolution authorizing summary publication of said ordinance.

**BILL NO. 2022-18**

**AN ORDINANCE AMENDING SECTION 601 OF THE  
RICHFIELD CODE OF ORDINANCES PERTAINING TO  
SOLID WASTE DISPOSAL, COLLECTION, AND HAULING**

**RESOLUTION NO. 12022**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN  
ORDINANCE UPDATING REGULATIONS FOR SOLID WASTE  
DISPOSAL, COLLECTION, AND HAULING AND MISCELLANEOUS  
EDITS FOR CLARITY AMENDING SECTION 601 OF THE CITY  
CODE**

Motion carried: 5-0

<b>ITEM #8</b>	<b>CONSIDER THE RECOMMENDATION TO MIGRATE FROM JD EDWARDS TO A NEW FINANCIAL SOFTWARE PACKAGE THAT INCLUDES ORACLE ENTERPRISE RESOURCE PLANNING (ERP) AND SPRYPOINT UTILITY BILLING AS PART OF OUR CONTRACT WITH LOCAL GOVERNMENT INFORMATION SYSTEMS (LOGIS). (STAFF REPORT NO. 164)</b>
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Council Member Hayford Oleary presented Staff Report 164 and called on staff to present any further information on the report.

Assistant City Manager Thongvanh presented the staff report on the LOGIS software package.

Council Member Whalen stated he was amazing to see the software staff has been working with up to this point. He understands that there will be additional costs with upgrading our systems but believes the time we will save with the new software will allow to spend more time focusing on community problems.

Council Member Trautmann agrees it's time to upgrade our systems and that asked Assistant City Manager Thongvanh to talk about the evaluation and rollout process if the city were to not go with

LOGIS and look at software themselves. Assistant City Manager Thongvanh stated this would take years to evaluate and that this would be a very challenging process for staff. He stated that with LOGIS, we can have the new system out in the organization by Q3 2023.

Council Member Supple was excited to see how quickly staff is implementing some of these IT infrastructure changes since they were discussed during the strategic planning meetings earlier this year.

M/ Hayford Oleary, S/Supple to approve the attached resolution approving a ten-year commitment to LOGIS ERP and utility billing software.

**RESOLUTION NO. 12024**

**RESOLUTION APPROVING A 10-YEAR COMMITMENT FOR THE  
LOGIS ERP AND UTILITY BILLING SOFTWARE APPLICATIONS**

Motion carried: 5-0

<b>ITEM #9</b>	<b>CITY MANAGER'S REPORT</b>
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City Manager Rodriguez congratulated all winners of the recent municipal elections and wanted to recognize candidate Husniyah Dent Bradley and commented on how competitive and heartfelt Richfield's campaigns are.

<b>ITEM #11</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>11/09/2022</u></b>
A/P Checks: 310347 - 310654	\$4,040,361.15
Payroll: 174150 – 174448, 43525	<u>\$748,769.06</u>
<b>TOTAL</b>	<b>\$3,945,758.89</b>

Motion carried: 5-0

<b>ITEM #12</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Trautmann wanted to take his hat off to all who voted and to city staff, particularly the city clerk, for the work they do to make democracy happen. Was excited to see that Ward 1 surged back and had the highest turnout. He commented on how Richfield and Minnesota lead in voter turnout. He also thanks candidate Husniyah Dent Bradley for her great council race.

Council Member Hayford Oleary also wanted to thank everyone for all their work on the elections. He thanks all candidates who were involved and talked about his experience going to vote in person and how excited he was.

Council Member Supple also thank everyone who came out and voted. She thanked the election staff and candidates. She is excited to move forward with her role as the Mayor of Richfield.

Council Member Supple also wanted to thank veterans for their service and talked about the Honor all Veterans events happening this Friday in Richfield.

Council Member Whalen also wanted to echo the prior comments on democracy. Talked about his experience growing up and peoples view on politics. Feels like people are starting to realize that politics do impact our every day lives and that people are making their thoughts know. Amazed at the number of people who have been out there talking to folks about what type of community and country we can build, and he hopes these conversations continue. Democracy is a year-round group project.

Mayor Regan Gonzalez was excited to see the wave of people who showed up and talked about her plans once her time as mayor was done. She also invited the community to a meeting to discuss a recent police disparity analysis done for the Richfield police department. Is on Thursday, November 17, at the Richfield Middle School.

<b>ITEM #13</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 8:01 p.m.

Date Approved: November 22, 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



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

**WHEREAS**, Richfield celebrates our local small businesses and the contributions they make to the local economy and community; and

**WHEREAS**, according to the United States Small Business Administration (SBA), small businesses continue to rebound from the economic recession brought on by the COVID-19 pandemic; and

**WHEREAS** over the past 25 years small businesses have accounted for two-thirds of the nation's employment growth; and

**WHEREAS**, for many local residents the Thanksgiving holiday kicks off a season of gathering, dining, shopping, and experiencing arts and culture, and consumers know that supporting small, independently-owned businesses have positive social, economic, and environmental impacts; and

**WHEREAS**, the City of Richfield has partnered with Hennepin County in the multijurisdictional Love Local campaign which encourages residents to support local businesses that create jobs, boost the economy, and make our communities vibrant and livable; and

**WHEREAS**, the SBA as well as advocacy groups and other public and private organizations have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

**Now, THEREFORE, I Maria Regan Gonzalez, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim Saturday, November 26, 2022 as Small Business Saturday in the City of Richfield and urge the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.**

**PROCLAIMED on this 22nd day of November  
2022**

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Maria Regan Gonzalez, Mayor



**STAFF REPORT NO. 166**  
**CITY COUNCIL MEETING**  
**11/22/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at St. Richard's Catholic Church, 7540 Penn Avenue South, for their Grand Gala taking place December 3, 2022.**

**EXECUTIVE SUMMARY:**

On October 5, 2022, the City received application materials for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at St. Richard's Catholic Church, 7540 Penn Avenue South, for their Grand Gala taking place December 3, 2022. They will serve intoxicating liquor and wine from 6:00 p.m. to 10:00 p.m. on Saturday, December 3, 2022, only. This will be an adults-only event.

They will provide dinner and entertainment. The Blessed Trinity Catholic School has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

**RECOMMENDED ACTION:**

**By motion: Approve issuance of a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at St. Richard's Catholic Church, 7540 Penn Avenue South for their Grand Gala taking place December 3, 2022.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The applicant has satisfied the following requirements for the issuance of this license:
  - The required licensing fee has been paid.
  - Proof of liquor liability insurance has been provided showing the Catholic Mutual Relief Society of America affording the coverage.

**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:**

The event takes place on December 3, 2022; therefore, consideration of the license is required at the City Council's November 22, 2022 meeting.

**D. FINANCIAL IMPACT:**

The required licensing fees have been received.

**E. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The Council could deny the approval of the Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School. This would mean the applicant would not be able to serve intoxicating liquor, wine or 3.2 percent malt liquor; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Blessed Trinity Catholic staff has been notified of the date of this meeting.





**STAFF REPORT NO. 167**  
**CITY COUNCIL MEETING**  
**11/22/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
10/13/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of setting a public hearing to be held on December 13, 2022, to consider the renewal of the Pawnbroker and Secondhand Goods Dealer license for 2023 for Metro Pawn and Gun, Inc.**

**EXECUTIVE SUMMARY:**

Richfield City ordinance requires that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 13, 2022, to consider this license renewal.

**RECOMMENDED ACTION:**

**By motion: Approve the setting of a public hearing to be held on December 13, 2022, for the consideration of the renewal of the Pawnbroker and Secondhand Goods Dealer license for 2023 for Metro Pawn and Gun, Inc.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2022.
- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 13, 2022, will provide ample time to complete the licensing process before January 1, 2023.

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

Richfield City ordinance provides that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewals.

**C. CRITICAL TIMING ISSUES:**

Current Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2022.

**D. FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

Schedule the hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at the meeting.



**STAFF REPORT NO. 168**  
**CITY COUNCIL MEETING**  
**11/22/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/15/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a third amendment to the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2023.**

**EXECUTIVE SUMMARY:**

The City of Richfield has had a public health contract with the City of Bloomington to provide public health services on Richfield's behalf for 45 years. The amendment to the public health contract requires City Council approval and reflects a roughly 19 percent increase over the 2022 amendment amount.

Due to the influx of federal and state public health funding to combat the Covid-19 pandemic, there was no increase in the shared services agreement with the City of Bloomington in 2021 and 2022.

**RECOMMENDED ACTION:**

**By motion: Approve the third amendment to the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2023.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- In 1977, the State of Minnesota enacted the Community Health Services Act which transferred the responsibility for the administration of public health programs to local jurisdictions. The State also provided funds for the program and encouraged local jurisdictions to increase the efficiency of their programs by grouping together whenever it made sense to do so. Richfield entered into a contractual agreement with Bloomington at that time and the program has been administered under a contract with them since. The Act was revised in 2003 and is now referred to as the Local Public Health Act.
- The contract amount for providing public health services in 2023 reflects a roughly 19% increase over the 2022 contract amount. The contract amount for 2023 is \$313,000; with the 2022 contract amount having been \$262,000.
- In 2004, changes were made to the Public Health Act at the State level to make reporting, accountability, and record keeping more efficient. Those changes also "regrouped" a large number of funding sources into one, which gives more personalization of the funds for the best specific user of the dollars within the community to be used in conjunction with subsidy guidelines. It is now referred to as the Local Public Health grant.

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

**C. CRITICAL TIMING ISSUES:**

**D. FINANCIAL IMPACT:**

Historically, the cost of the annual contract between Richfield and Bloomington for public health services has been covered by the Local Public Health (LPH) grant and mandatory 75% local match for the Richfield Community Health Board.

2017 is the first year that the cost of the agreement significantly exceeded the LPH grant plus the mandated local match. As grant funding has not increased to match cost of living, insurance, and other costs, it became necessary for Bloomington, Edina and Richfield to address this shortage.

There has never been a specific cost formula for how services were contracted. In the past 5 years, contract increases have ranged from 2-5%, however, the increases to the contracts with Bloomington have not kept up with the increase in costs to Bloomington's Public Health Division.

These increased costs for Bloomington are due to several reasons:

- Flat or reduced grant funding for long-term grants.
- Increased staffing costs related to increased salaries, new part-time, staff benefits and health insurance costs.
- Loss of grants that have supported administrative time and costs.
- Internal charge increases (phones, copier, space and occupancy, mail room, building repairs, computers, and professional liability insurance.

City Managers, along with public health staff of Bloomington, Edina and Richfield met in May 2019 to come to an agreement on how shared services would be allocated to each city. Beginning in 2020, the yearly cost for services was based on 2019 contracted fees adjusted for 2018 service levels. For 2023, 2022 contracted fees adjusted for 2020 service levels would be applied. The cities all agreed to keep this framework in place for 3 years and review and update at that time. Exhibit H in the 2023 Public Health amendment outlines the agreed upon cost allocation strategy.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could deny the amendment to the contract and public health services provided by Bloomington Public Health Department would no longer be provided for the City of Richfield.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
2023 Public Health Amendment	Cover Memo

**THIRD AMENDMENT TO LOCAL PUBLIC HEALTH SERVICES AGREEMENT  
BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

THIS THIRD AMENDMENT is made on \_\_\_\_\_ by and between the CITY OF BLOOMINGTON, MINNESOTA, a Minnesota municipal corporation, acting through its Public Health Division, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (“Bloomington”), and the CITY OF RICHFIELD, MINNESOTA, a Minnesota municipal corporation, located at 6700 Portland Avenue, Richfield, Minnesota 55423 (“Richfield”), each a “Party” and collectively the “Parties.”

WHEREAS, Bloomington and Richfield are parties to an Agreement dated January 1, 2020 (Agreement ID 2019-650) as amended by a First Amendment dated December 29, 2020 (Agreement ID 2020-518) and by a Second Amendment dated January 21, 2022, (Agreement ID 2021-766) pursuant to which Bloomington is responsible for providing Public Health Services to the residents of Richfield (“Agreement”); and

WHEREAS, the term of the Agreement ends December 31, 2022. The Parties desire to amend the Agreement to extend the term until December 31, 2023.

WHEREAS, the Parties desire to amend the Agreement to include additional services for the 2023 contract year as set forth in Exhibit G, and updated pricing for the 2023 contract year as set forth in Exhibit H; and

WHEREAS, the Parties desire to amend the Agreement to increase the total amount of work authorized, including reimbursable expenses, by \$313,000 for a total contract not-to-exceed amount of \$1,096,000; and

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Third Amendment, the City and Contractor agree as follows:

1. Paragraph 1 of the Agreement shall be amended to read: “**Services to be Provided:** Bloomington agrees to provide the residents of Richfield with Public Health Services as set forth in Bloomington’s Scope of Services attached hereto as Exhibits A, C, E and G and any supplemental letter agreements entered into between Parties (“Services”). The Services referenced in the attached Exhibits A, C, E and G 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. Paragraph 2 of the Agreement shall be amended to read: “**Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until December 31, 2023, unless terminated by either party or amended pursuant to the Agreement.”
3. Paragraph 3 of the Agreement shall be amended to read: “**Consideration:** The consideration, which Richfield shall pay to Bloomington shall not exceed \$1,096,000.00

pursuant to the terms of payment set forth in Exhibit H and incorporated into this Agreement.”

4. All other terms and conditions of the Agreement not modified by this Third Amendment shall remain in full force and effect.

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

**CITY OF BLOOMINGTON,  
MINNESOTA**

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

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

**EXHIBIT G TO LOCAL PUBLIC HEALTH SERVICES AGREEMENT BETWEEN  
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

**SCOPE OF SERVICES**

1. Bloomington agrees to provide residents of Richfield with Public Health Services, which include activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources (Public Health Services), and by extending Public Health Services into the community.
2. Bloomington agrees to provide Public Health Services to the residents of Richfield in a manner consistent with the level of care and skill ordinarily exercised, and utilizing the same quality and kind of personnel, equipment and facilities, as Public Health Services are provided and rendered to residents of Bloomington.
3. Bloomington shall provide the Public Health Services pursuant hereto on a confidential basis, using capable, trained professionals.
4. Bloomington shall require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.
5. All Public Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all applicable state and federal laws.
6. It shall be Bloomington's sole responsibility to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services under this Agreement.
7. Bloomington will communicate with Richfield relative to Public Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as Richfield shall request. All reports relating to the provision of Public Health Services that are given by Bloomington to the Bloomington City Council or to the Bloomington City Manager during the term of this Agreement shall also be given to Richfield.
8. Bloomington also agrees to send to Richfield an annual report describing the Public Health Services performed pursuant to this Agreement. Said report shall be in such detail and form as Richfield may reasonably request. Also, at Richfield's request, made not more than two (2) times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Richfield City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Public Health Services rendered under this Agreement.

9. Bloomington will also provide services to Richfield for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants, children and adolescents. Richfield agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2023 to Bloomington. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Richfield residents.



**EXHIBIT H TO LOCAL PUBLIC HEALTH SERVICES AGREEMENT BETWEEN  
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

**TERMS OF PAYMENT**

1. The parties agree to allocate the costs of the Services in accordance with each city's share of the total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.
2. Richfield shall pay Bloomington the total not-to-exceed amount of \$1,096,000 for Services during the term of this Agreement.

Allocation method	Description of Service	Share of total cost		
		Bloomington	Edina	Richfield
Agreed-upon percentage of cost  (fixed)	Administration and Planning & Health Promotion infrastructure	65%	17.5%	17.5%
	Internal service charges	80%	10%	10%
	Accreditation	33%	33%	33%
	SHIP	44%	30%	26%
By population (as estimated by the American Community Survey)	DP&C Senior Health Outbreak response	49%	30%	21%
By number of clients in each city  (changes annually)	Maternal Health Clinical Services	Share of total cost will change each year based on # of clients per city, according to the following formula:  $\frac{\text{(Clients served in Richfield)}}{\text{(Clients served in all three cities)}} = \text{share of total cost}$		
Direct expense	All others	Cost of service provided		

3. Bloomington will invoice Richfield for the Services according to the following terms:

<b>Invoice Date</b>	<b>Amount</b>
April 15, 2023	\$78,250
July 15, 2023	\$78,250
October 15, 2023	\$78,250
January 15, 2024	\$78,250

4. Richfield shall make payment to Bloomington within fifteen (15) days of receipt after Bloomington's invoice.



**STAFF REPORT NO. 169**  
**CITY COUNCIL MEETING**  
**11/22/2022**

REPORT PREPARED BY: Chad Donnelly, Assistant Utility Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
11/15/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the adoption of a resolution accepting a Watershed-Based Implementation Funding Grant in the amount of \$20,000 from the Board of Water and Soil Resources for the Sheridan Pond Improvements Project and authorize the Mayor and City Manager to execute the Grant Agreement.**

**EXECUTIVE SUMMARY:**

**Project Background**

- The Sheridan Pond Improvements Project will include the restoration of the functional nature of the pond and enhancements to the adjacent terrestrial area.
- The first part of the project (Phase 1) will include dredging and re-shaping of the basin and storm sewer installation and a future part of the project expected in Spring 2023 (Phase 2) will include vegetative improvements including seed, plugs, and trees.
- Sediment cores were taken where sediment will be removed in the basin and it is estimated that approximately 3700 tons of MPCA regulated material will be removed and disposed of in a landfill facility permitted by the MPCA to accept these materials.
- Existing invasive plant species will be aggressively managed. This effort includes the removal of 91 trees greater than 8" in diameter (primarily ash) to open tree canopy for ground cover establishment, and planting of a diversity of pollinator plant species, including tree and shrub species next season.

**Watershed-Based Implementation Funding Grant**

- Watershed-Based Implementation Funding is an alternative to the traditional project-by-project competitive process often used to fund water quality improvement projects.
- This funding allows collaborating local governments (Richfield-Bloomington Watershed Management Organization in this case) to pursue timely solutions based on a watershed's highest priority needs.
- The Board of Water and Soil Resources (BWSR) is using Watershed-Based Implementation Funding to accelerate water management outcomes and improve consistency and efficiency across the state.
- The City of Richfield submitted a \$20,000 Watershed-Based Implementation Funding Grant application in late September 2022 and was notified mid-October 2022 that our application was successful.

**RECOMMENDED ACTION:**

**By Motion: Adopt the resolution accepting the Watershed-Based Implementation Funding Grant in the amount of \$20,000 from the Board of Water and Soil Resources for the Sheridan Pond Improvements Project and authorize the Mayor and City Manager to execute the Grant Agreement.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

See executive summary.

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

- Acceptance of the grant will further the City's Sustainable Infrastructure Strategic Priorities/Outcomes.
- Performing stormwater pond maintenance fulfills requirements set forth in the City's Municipal Separate Storm Sewer System (MS4) permit and Stormwater Pollution Prevention Plan (SWPPP).
- Projects of this type align with the Surface Water Management Plan which calls for improving the functional nature of the storm pond and enhancing the habitat and aesthetic value
- Minnesota Statutes, section 465.03 requires every acceptance of a grant or devise of real personal property on terms prescribed by the donor be made by resolution by a two-thirds majority of the City Council.

**C. CRITICAL TIMING ISSUES:**

- In order for the funding to be eligible the grant application must be approved by the Board of Water and Soil Resources and the grant funds and agreement approved by the City prior to commencement of construction.
- Construction is scheduled to begin on December 1, 2022.

**D. FINANCIAL IMPACT:**

- The Phase 1 construction cost of \$232,000.00 is accounted for in the 2022 Stormwater Utility budget.
- The budget for Phase 2 has been allotted in the 2023 Proposed budget.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter
□ Draft Grant Agreement	Contract/Agreement
□ Location Diagram	Presentation
□ Interpretive Sign	Exhibit

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A GRANT AGREEMENT AND ACCEPT A WATERSHED-BASED IMPLEMENTATION FUNDING GRANT FROM THE BOARD OF WATER AND SOIL RESOURCES FOR THE SHERIDAN POND IMPROVEMENTS PROJECT IN THE AMOUNT OF \$20,000.**

**WHEREAS**, the Richfield Public Works Department has applied for and been awarded a Watershed-Based Implementation Funding Grant in the amount of \$20,000; and

**WHEREAS**, the City intends to use these funds for part of the costs related to the Sheridan Pond Improvements Project; and

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

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

1. That the City Council of the City of Richfield hereby authorizes the Mayor and City Manager to enter into a Grant Agreement and accept the Watershed-Based Implementation Funding Grant from the Board of Water and Soil Resources in the amount of \$20,000.
2. Appropriate City personnel are authorized to administer the funds in accordance with the grant agreement and terms prescribed by the Board of Water and Soil Resources.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of November, 2022.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, City Clerk

**FY 2023 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
WATERSHED-BASED IMPLEMENTATION FUNDING  
GRANT AGREEMENT**

<b>Vendor:</b>	0000197711
<b>PO#:</b>	3000015492

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Richfield, City of, 6700 Portland Ave Richfield Minnesota 554232560** (Grantee).

***This grant is for the following Grant Programs :***

C23-5485	Sheridan Pond Maintenance Project	\$20,000
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**Total Grant Awarded: \$20,000**

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(a), and the Laws of Minnesota, 2021, 1<sup>st</sup> Special Session, Chapter 1, Article 2, Sec. 6(a) appropriated Clean Water Funds (CWF) to the Board for the FY 2022-2023 Watershed-based Implementation Funding Program.
2. The Board adopted the FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the allocation of funds for the FY 2022-2023 Watershed-based Implementation Funding Program. through Board Order #21-51.
3. The Grantee has submitted a Board-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**Assistant Utility Superintendent  
6221 Portland Ave S  
Richfield, MN  
612-861-9798**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

**1. Terms of the Grant Agreement.**

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference and abide by the FY2022-23 Watershed-based Implementation Funding policy.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board-approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minnesota Statutes § 103C.401 establishes the Board's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **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 Agreement 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 Agreement.

8. **State Audits.**

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

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and the Board must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Board under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. 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.

10. **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.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. 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 Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

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

13. **Termination.**

13.1. The Board may cancel this Grant Agreement 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 services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, 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 Board 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.



**14. 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.

**15. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

**17. Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

**18. Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

**19. Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

**IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

**Approved:**

**Richfield, City of**

## Board of Water and Soil Resources

By: \_\_\_\_\_  
(print)

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

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(signature)

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

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# Urban Stormwater Management

## Sheridan Pond Watershed



## Why Are Stormwater Management Ponds Important?

Stormwater management ponds provide a wide variety of important benefits to people and the environment. Here at Sheridan Park, the pond provides a few important services including:

- Remove pollutants before they enter lakes and rivers
- Provide habitat for birds, insects, and aquatic animals
- Serve as an amenity within our parks
- Store water during rain events to help reduce flood risk

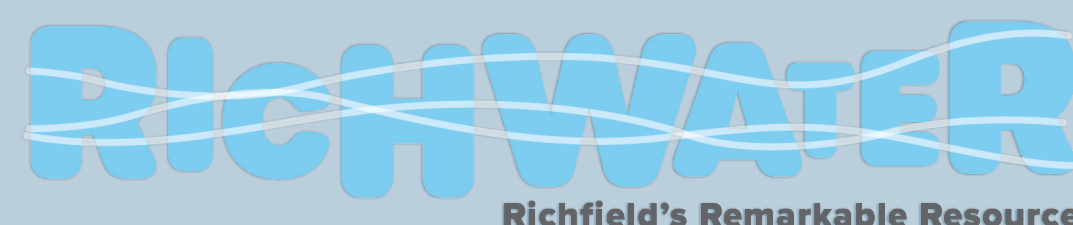
## How Stormwater Ponds Work

Sheridan Pond is a vital regional stormwater system receiving 89 acres of stormwater runoff from the surrounding neighborhoods. When it rains this stormwater runoff picks up sediment and other pollutants from hard surfaces before draining to Sheridan Pond by way of neighborhood storm sewer pipes. In 2023 the pond was dredged to remove built up sediment and invasive species within the pond. In addition, a new outlet control structure was added to improve water quality treatment.

Many ponds located throughout the City of Richfield are stormwater management ponds, even ones that are community amenities.

### Working Together to Keep Our City & State Healthy

- Avoid using lawn fertilizers, herbicide or pesticides. These can runoff of your lawn into the storm sewer and then into the pond.
- Keep yard waste, pet waste, grass clippings, and leaf litter off hard surfaces where they can be swept into the storm sewer. Organic material in ponds promotes algae growth.
- Do not spill toxic automotive fluids on streets or driveways and fix car leaks as soon as possible.
- Install raingardens to capture water and sediment before it enters our storm sewers and ponds. Ask the Richfield-Bloomington Watershed Management Organization, about raingarden design and potential grant money to install.



## Habitat Within the Park

If you were standing here over 100 years ago, you would have been standing in an oak savanna plant community. Oak savannas are upland prairies with 20-70% oak tree canopy cover. Historically, frequent fires and grazing by bison kept savannas sparsely covered with oak trees. Over time the savanna that was once present was eliminated because of human disturbances such as farming, urban development, and fire suppression.

The 2023 stormwater management project also improved wildlife habitat within the park by reintroducing the savanna plant species once present. As part of the project, invasive species were removed from the site and 18 native trees, 185 shrubs, and thousands of native grasses and flowers were planted. The city utilizes adaptive management practices to control invasive species and maintain species diversity for the long-term success of the native plantings.



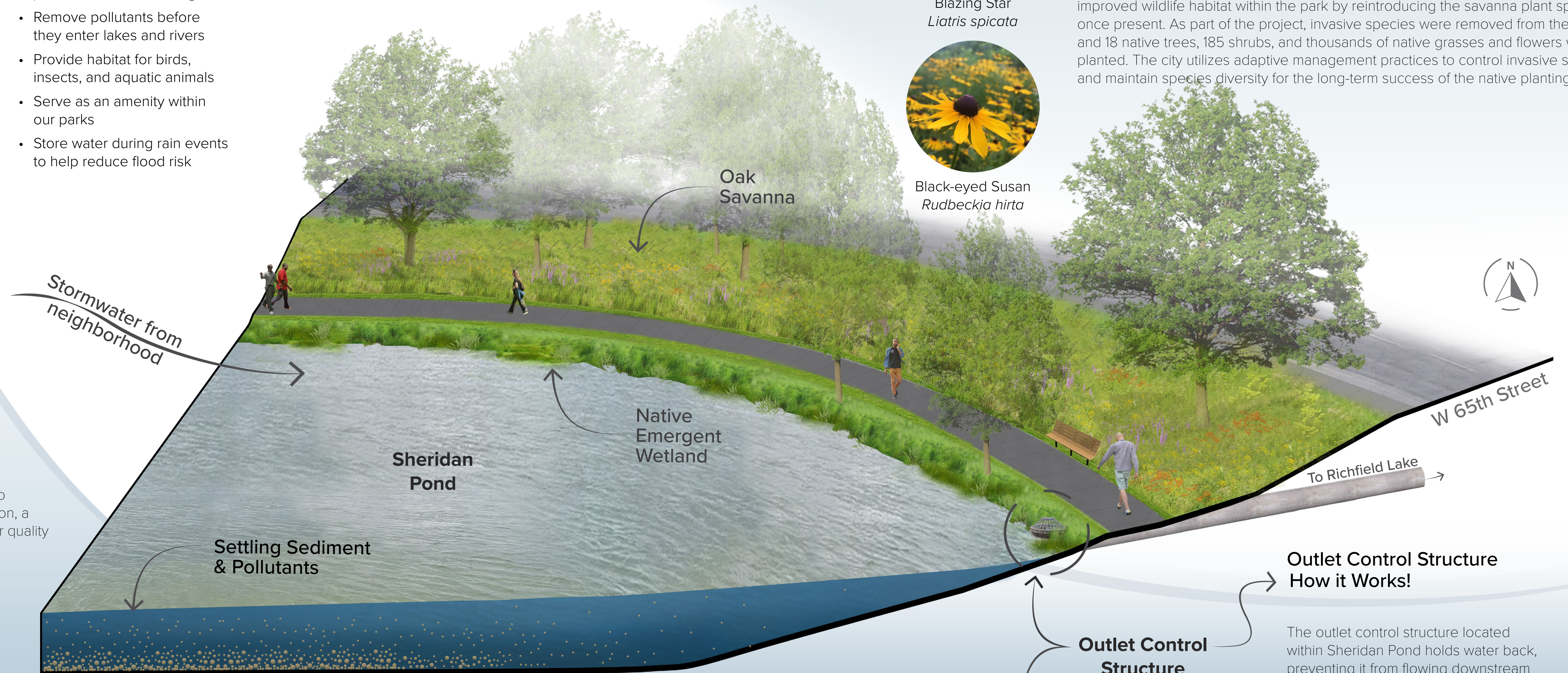
Butterfly Milkweed  
*Asclepias tuberosa*



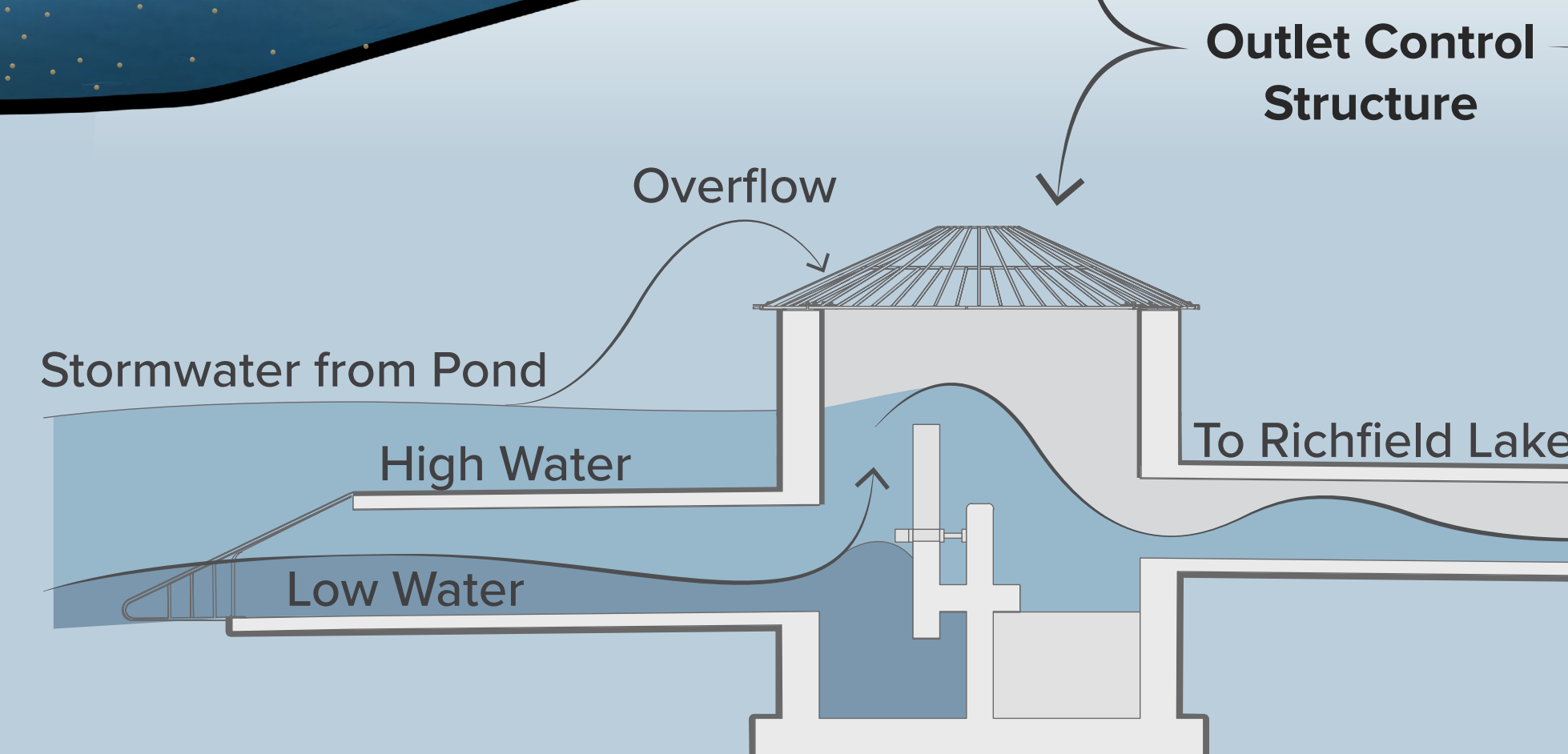
Blazing Star  
*Liatris spicata*



Black-eyed Susan  
*Rudbeckia hirta*



## Outlet Control Structure How it Works!



The outlet control structure located within Sheridan Pond holds water back, preventing it from flowing downstream and keeping the pond at a consistent water elevation. This allows sediment and other pollution particles to drop out of the water before it continues on a journey downstream to Richfield Lake and eventually the Mississippi River. The sediment that settles in the pond must be removed periodically to maintain the pond's pollution treatment and storage capacity. When it rains, the pond increases in height and water from the pond overflows directly into the storm sewer.





**STAFF REPORT NO. 170**  
**CITY COUNCIL MEETING**  
**11/22/2022**

REPORT PREPARED BY: Kumud Verma, Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a resolution establishing a Public Safety Special Revenue Fund to track receipt and spending of the opioid settlement funds.**

**EXECUTIVE SUMMARY:**

Richfield will receive \$562,584.20 from the global opioid settlement funds pool to help deal with issues related to public health and safety. The payment will be received over a period of 18 years and the funds will be directed from the Office of the National Settlement. To ensure data transparency, compliance and separate tracking of the opioid funds, staff recommends establishing a new fund.

The funds may go to support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH). This includes supporting mobile intervention, treatment, and recovery services, provide training on OUD for health care providers, first responders, students, or other supporting professionals, provide access to housing, create or support culturally appropriate treatment programs, fund media campaigns to prevent opioid misuse, amongst many other OUD abatement strategies listed in the settlement.

**RECOMMENDED ACTION:**

**Staff recommends that all opioid related funding be separated into a new Fund called Opioid Settlement Special Revenue Fund (20045).**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

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

The City Code requirement: Section 7.12 – Funds to be kept – under subd. 2  
This section of code requires a new fund to be established by Council.

**C. CRITICAL TIMING ISSUES:**

Richfield received \$18,173.65 in year 2022 and staff needs to record the transaction on 2022 ledger.

**D. FINANCIAL IMPACT:**

**E. LEGAL CONSIDERATION:**

**ALTERNATIVE RECOMMENDATION(S):**

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ Resolution establishing a fund for the abatement of the Opioids epidemic	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING ESTABLISHMENT OF NEW SPECIAL REVENUE  
FUND TO TRACK OPIOID SETTLEMENT FUNDS.**

**WHEREAS**, the City of Richfield is eligible to receive \$562,584.20 from the opioid litigation settlement funds pool; and

**WHEREAS**, these funds are earmarked toward actionable strategies and programs that make a positive impact on the communities; and

**WHEREAS**, for transparency, compliance and accurate tracking of revenue and expenditures, staff recommends the establishment of a new special revenue fund; and

**WHEREAS**, Section 7.12 of the City Code requires Council approval by resolution of the establishment of new funds in the City of Richfield budget; and

**WHEREAS**, staff recommends the establishment of the fund in 2022.

**NOW, THEREFORE, BE IT RESOLVED** the City Council approves the establishment of a new fund for the City's Opioid Settlement Funds, for transparent and accurate tracking of financial activity.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of November, 2022.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, City Clerk