



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
NOVEMBER 23, 2021  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Open forum

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council. Individuals who wish to address the Council must have registered prior to the meeting.***

Approve the Minutes of the (1) Special City Council Work Session of November 5, 2021; (2) Special City Council Work Session of November 6, 2021; (3) City Council Work Session of November 9, 2021; and (4) City Council Meeting of November 9, 2021.

**PRESENTATIONS**

1. Arts Commission annual presentation given by Karin Wolverton and Larry Nelson
2. Human Rights Commission annual presentation given by Mara Glubka

**AGENDA APPROVAL**

3. Approval of the Agenda
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consider a resolution accepting the transfer of funds from the Housing and Redevelopment Authority's General Fund to the Affordable Housing Trust Fund.  
Staff Report No. 163
  - B. Consider the approval of setting a public hearing to be held on December 14, 2021, to consider the issuance of new On-Sale Intoxicating Liquor and Sunday Sale Liquor licenses for Dagobah LLC, d/b/a Protagonist Kitchen and Bar, located at 6601 Lyndale Avenue S, Suite 130.  
Staff Report No. 164
  - C. Consider approval to renew the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2021 through November 30, 2023.

Staff Report No. 165

- D. Consider the approval of setting a public hearing to be held on December 14, 2021, to consider the renewal of the Pawnbroker and Secondhand Goods Dealer license for 2022 for Metro Pawn and Gun, Inc.

Staff Report No. 166

- E. Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department, and the City of Richfield Police Department for a full time embedded Senior Social Worker.

Staff Report No. 167

- F. Consider the approval of a license agreement between the City and Qwest Corporation for access to their property located at 300 66th Street West to conduct grading, turf restoration, and driveway restoration related to the 65th Street Reconstruction Project.

Staff Report No. 168

- G. Consider the approval of the first reading of an ordinance amending Section 1202.07 of the Richfield City Code relating to license eligibility of intoxicating liquor, wine and beer establishments.

Staff Report No. 169

- H. Consider approval of a contract renewal with Adeva Minneapolis for 2021-2022 for auctioning forfeited vehicles from Public Safety/Police.

Staff Report No. 170

- I. Consider approval of the purchase of five (5) Ford Hybrid SUV Police Interceptor vehicles for Public Safety from Tenvoorde Ford, Inc., for \$187,331.90 plus tax, title, and license fees.

Staff Report No. 171

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

**PUBLIC HEARINGS**

6. Public hearing regarding municipal consent for the I-494: Airport to Highway 169 Project 1 proposed final layout.

Work Session Staff Report No. 172

**PROPOSED ORDINANCES**

7. Second reading and summary publication of a proposed ordinance amending rules related to bicycle parking.

Staff Report No. 173

**OTHER BUSINESS**

8. Consider the adoption of the proposed legislative priorities for 2022.

Staff Report No. 174

**CITY MANAGER'S REPORT**

9. City Manager's Report

**CLAIMS AND PAYROLLS**

10. Claims and Payroll

**COUNCIL DISCUSSION**

11. Hats Off to Hometown Hits

12. Adjournment

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



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special City Council Work Session

### November 5, 2021

#### CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 3:07 p.m. at the Woodlake Nature Center.

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

Staff Present: Katie Rodriguez, City Manager; John Stark, Community Development Director; Jay Henthorne, Public Safety Director; Kristin Asher, Public Works Director; Amy Markle, Recreation Services Director; Mike Dobesh, Fire Chief; and Bill Fillmore, Liquor Store Director.

#### ITEM #1

#### CITY COUNCIL AND STAFF RETREAT - PRESENTATION AND DISCUSSION ON EFFECTIVE GOVERNANCE FACILITATED BY CRAIG RAPP, RAPP CONSULTING GROUP

Craig Rapp, President of Rapp Consulting Group, provided a presentation and facilitated discussions between council and staff regarding best practices and norms on how to best work together for effective governance.

#### ADJOURNMENT

The work session was adjourned by unanimous consent at 6:05 p.m.

Date Approved: November 23, 2021

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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 6, 2021**

**CALL TO ORDER**

The meeting was called to order by Mayor Regan Gonzalez at 9:05 a.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; John Stark, Community Development Director; Jay Henthorne, Public Safety Director; Kristin Asher, Public Works Director; Amy Markle, Recreation Services Director; Mike Dobesh, Fire Chief; and Bill Fillmore, Liquor Store Director.

**ITEM #1**

**CITY COUNCIL AND STAFF RETREAT - PRESENTATION AND DISCUSSION ON EFFECTIVE GOVERNANCE FACILITATED BY CRAIG RAPP, RAPP CONSULTING GROUP**

Craig Rapp, President of Rapp Consulting Group, provided a presentation and facilitated discussions between council and staff regarding best practices and norms on how to best work together for effective governance.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 12:10 p.m.

Date Approved: November 23, 2021

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Kari Sinning  
City Clerk

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Maria Regan Gonzalez  
Mayor

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

**November 9, 2021**

<b>CALL TO ORDER</b>
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The meeting was called to order by Mayor Regan Gonzalez at 5:47p.m. in the Bartholomew Room.

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

Council Members Absent: None.

Staff Present: Katie Rodriguez, City Manager; Chris Swanson, Management Analyst; Jay Henthorne, Public Safety Director; Joe Powers, City Engineer; and Kari Sinning, City Clerk

<b>ITEM #1</b>	<b>CONSIDER THE CITY'S PROPOSED LEGISLATIVE PRIORITIES FOR 2022</b>
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City Manager Rodriguez introduced Management Analyst Swanson who gave a presentation that described the past legislative priorities, reimagining the process, and the 2022 legislative priorities.

Council Member Supple agreed with the top priorities and asked about the presumption clause in the administrative section of the proposed legislative positions. City Manager Rodriguez stated that we would like to get more clarity on the presumption clause for PTSD/Covid and more funding to help recognize and treat PTSD. Council Member Supple commented that she would be in support for more funding.

Council Member Whalen questioned playing defense on a couple of the top priorities. City Manager Rodriguez stated that these priorities were created with our lobbyists who identified that these could be issues that we would have to play defense on. Council Member Whalen agrees with the top priorities and appreciated the explanation. City Manager Rodriguez explained that it is better to be prepared for the priorities that we take a defensive stand because they can move quickly.

Council Member Whalen questioned the title of the introductory section. There was discussion among council and staff regarding a change of the title or possibly adding the city's mission, vision, and values to the section to correlate more with our goals. City Manager Rodriguez explained that guidance from the lobbyists was to keep this section short and not to add a lot of issues that were not specific to the city. City Manager Rodriguez also stated that staff could incorporate the mission, vision, and values into the section once they are completed. There was a general consensus to change or remove the title of the introductory section.

Council Member Hayford Oleary expressed concern for a community development position that supports local control and opposes zoning pre-emption bills and requested the removal of “one-size-fits-all regulations” from the section. Council Member Hayford Oleary also commented that he liked to see that Public Works did not have any highway funding requests as a legislative priority.

Council Member Whalen asked about local match for housing trust funds and City Manager Rodriguez stated that she will follow up on it.

Council Member Whalen also asked about creating a separate section for sustainability. City Manager Rodriguez stated that currently the positions are divided by department and eventually it would be a cohesive document.

Council Member Whalen asked about the Coleman Act Law. Management Analyst Swanson gave a brief description of the law and would follow up with the liquor stores director for a better summary.

Council Member Whalen asked for input from staff and council regarding the process and community engagement surrounding the support of race included on State issued identification cards for the purpose of data collection. City Manager Rodriguez stated that research from other cities concluded that this would be the best route to collect this data and that it is not something that would be printed physically on the identification card. Police Chief Henthorne spoke about the need for the data to be collected and why this would be the best way to collect the data for the community. Council Member Whalen asked about gaining community support for the method of collection. Police Chief Henthorne explained that some communities have already gotten feedback and will be addressed at the legislative session.

Council Member Supple followed up with comments given by Council Member Whalen and suggested to change the title in recreation to recreation and sustainability. Also, Council Member Supple asked for more clear indication of why race would be included on State issued identification cards which would be to analyze the data.

Mayor Regan Gonzalez asked about topics that are not a part of the legislative priorities and how to explain the process to the community members. City Manager Rodriguez explained that strictly legislative topics should be brought up now but other topics would be a part of the strategic planning.

Council Member Hayford Oleary asked about camera based traffic enforcement. Police Chief Henthorne explained that it is something that could be brought up to the legislation and stated the enforcement would make the department's job safer and easier.

City Manager Rodriguez summarized the work session: 1) change/remove the title on the introduction; 2) gather more info on the presumption clause; 3) ask community development about local match housing trust funds; 4) strike the language for “one-size-fits-all regulations”; 5) further clarify the reason to collect race data via state issued identification cards; 6) do research for camera based traffic enforcement; and 7) change title to “Recreation and Sustainability”. Council Member Whalen stated that house and senate bill numbers will change and City Manager Rodriguez stated that they will be removed and the topics will be inserted.

Mayor Regan Gonzalez echoed gathering community input regarding race on driver's licenses and stated the importance of collecting data to advance equity, protect privacy, and the importance of de-weaponizing the data. Mayor Regan Gonzalez thanked staff for the preparedness for this legislative work.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:26 p.m.

Date Approved: November 23, 2021

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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

## Regular Council Meeting

November 9, 2021

### CALL TO ORDER

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

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

Council Members Absent: None.

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Jennifer Anderson, Support Services Supervisor; Kelly Wynn, Administrative Assistant; Chris Swanson, Management Analyst; and Kari Sinning, City Clerk

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

### OPEN FORUM

Administrative Assistant Wynn reviewed the options to participate and stated that there were no callers.

### APPROVAL OF MINUTES

M/Whalen, S/Trautmann to approve the minutes of the: (1) Special City Council Work Session of October 20, 2021; (2) Joint City Council and Planning Commission Work Session of October 26, 2021; and (3) Regular City Council Meeting of October 26, 2021.

Motion carried 5-0.

Item #1

**PLANNING COMMISSION ANNUAL REPORT PRESENTED BY KATHRYN QUAM**



Mayor Regan Gonzalez introduced Planning Commission Chair Kathryn Quam who gave a brief review of highlights from the Planning Commission over the last year and thanked the current commissioners and supported the recruitment and training of new diverse commissioners.

Council Member Supple thanked the commission for their wonderful job on complex issues and also thanked Chair Quam for her leadership.

Council Member Trautmann thanked Chair Quam for her leadership on the hard work to lift up voices of the community and echoed her call for more diverse commission members.

Council Member Hayford Oleary applauded Chair Quam on her proficiency as a leader for the Planning Commission.

Mayor Regan Gonzalez added gratitude for Chair Quam's exceptional leadership and supported the importance of her role and the commission for the City. Mayor Regan Gonzalez also expressed the need for commissioners especially those that can bring diversity.

<b>Item #2</b>	<b>COMMUNITY SERVICES COMMISSION ANNUAL REPORT PRESENTED BY KEVIN WENDT</b>
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Mayor Regan Gonzalez introduced Commission Chair Kevin Wendt from the Community Services Commission who gave an annual report from the commission.

Council Member Whalen, as the liaison to the commission, recognized the Community Services Commission for their input to recreation staff and thanked the commission and Chair Wendt for his leadership.

Council Member Supple highlighted the commission's role in reaching out to the community for input for recreation projects.

Council Member Trautmann thanked and lifted up the volume of accomplishments of the commission and encouraged the commission to keep up the good work.

Hayford Oleary appreciated the commission's efforts particularly Augsburg Park which residents love.

Mayor Regan Gonzalez thanked the commission and also thanked Chair Wendt for his leadership especially during the last two years when our community needed it most.

<b>Item #3</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Trautmann, S/Hayford Oleary 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. 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 11, 2021. (Staff Report No. 161)
- B. First reading of a proposed ordinance amending rules related to bicycle parking. (Staff Report No. 162)

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

Council Member Trautmann wished success for the gala event at his Alma Matter.

Council Member Hayford Oleary expressed excitement for the proposed ordinance change on bicycle parking.

Council Member Whalen echoed the excitement of the proposed ordinance related to bicycle parking and appreciated the flexibility within the ordinance for a case-by-case basis.

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 gave a brief update on organized hauling and covid.

<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.S. Bank</b>	<b>11/9/2021</b>
A/P Checks: 301418 - 301691	\$ 2,153,213.37
Payroll: 165908 - 166209	<u>712,559.95</u>
TOTAL	\$ 2,865,773.32

Motion carried 5-0

<b>Item #8</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Trautmann promoted a couple events at Wood Lake Nature Center; the Wood Lake Nature Book Club and the Full Moon Hike.

Council Member Hayford Oleary mentioned the opening of the Orange Line Transit on December 4 which would connect Burnsville through Richfield to Downtown Minneapolis quickly.

Council Member Supple thanked City Clerk Sinning and the election judges for their work on the election. Council Member Supple also thanked city staff on answering organized hauling questions quickly via email. Council Member Supple reminded residents about youth and adult commission recruitment and promoted veteran's day event at Vet's Park.

Council Member Whalen echoed the many thanks to election staff and judges for the election and extended congratulations to the new and returning school board members. Council Member Whalen also lifted up city staff on organized hauling responses to resident questions and reminded residents to reach out to council for ideas in regards to the City's strategic planning.

Mayor Regan Gonzalez promoted the Veteran's Day event and extended a huge thank you to veterans for their service. Mayor Regan Gonzalez also encouraged residents to spread the word and to contribute to the winter food drive with VEAP.

<b>Item #9</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:34 p.m.

Date Approved: November 23, 2021

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Maria Regan Gonzalez  
Mayor

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Kari Sinning  
City Clerk

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Katie Rodriguez  
City Manager



**STAFF REPORT NO. 163**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Julie Urban, Housing & Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Acting Community Development Director  
11/16/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution accepting the transfer of funds from the Housing and Redevelopment Authority's General Fund to the Affordable Housing Trust Fund.**

**EXECUTIVE SUMMARY:**

The City created an Affordable Housing Trust Fund (Trust Fund) in 2020 to construct, preserve and rehabilitate affordable housing in the community. Since its creation, staff have been seeking revenue sources for the Trust Fund and have recently identified some Housing and Redevelopment Authority (HRA) funds, received from the sale of property in the Cedar Point II redevelopment area, as a source of funding.

The Cedar Point II redevelopment project was originally approved to include market rate apartments and affordable townhomes; however, market conditions have made it difficult to construct and sell the townhomes as affordable, so in October, the HRA agreed to allow the developer to construct the final 32 units as market rate. To compensate for this loss of an affordable homeownership opportunity, the HRA authorized the transfer of \$640,000 (\$20,000/unit) of the Cedar Point II sales proceeds to the Affordable Housing Trust Fund to be spent on affordable homeownership programs.

The funds would be budgeted as follows:

- \$100,000 to the New Home Program for the purchase/rehabilitation of one property by the land trust, which would serve an estimated five families over the life of the 99-year land trust lease.
- \$540,000 for down payment assistance, providing 27-36 down payment assistance loans through the existing First-time Homebuyer Program and through a new program to be created for buyers of homes in the Woodlawn Terrace Manufactured Home Park.

Both affordable homeownership programs serve households earning up to 80% of the Area Median Income (AMI), which represents a deeper affordability level than had been anticipated in the RF64 townhome project from which these funds were secured.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution accepting the transfer of \$640,000 from the Housing and Redevelopment Authority's General Fund to the Affordable Housing Trust Fund for affordable homeownership**

activities.

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

- The City Council created the Trust Fund in May of 2020. The Trust Fund is a tool that allows the City to create, preserve and rehabilitate affordable housing.
- Since the Trust Fund's creation, staff have been exploring various revenue sources. Special Legislation was approved by the State Legislature in June of 2021 that allows the HRA to transfer pooled tax increment collected into the Trust Fund for the development of affordable housing. Down payment assistance is not, however, an eligible use of funds through the special legislation.
- In November of 2020, the HRA sold property in the Cedar Point II redevelopment area to Cedar Point Investments. A portion of the proceeds were used to pay an assessment against the property and property acquisition costs, but additional funds remain for the HRA to use for other purposes.
- On October 18, 2021, the HRA approved an amendment to the Contract for Private Redevelopment with Cedar Point Investments LLC, allowing the project to continue construction and sell its townhomes at market rate. The result is a loss of 32 affordable housing opportunities.
- On November 15, 2021, the HRA approved the transfer of \$640,000 from the HRA General Fund to the Affordable Housing Trust Fund.

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

The HRA's New Home Program and First-Time Homebuyer Programs provide homeownership opportunities for households that earn up to 80% of the AMI.

### **C. CRITICAL TIMING ISSUES:**

- Approval of the transfer will provide funds necessary to continue the HRA's First-Time Homebuyer Program (Program). The Program has provided nine loans in 2021 and funds remain for one full and one partial loan, with at least one application in process. The Program is funded primarily through Community Development Block Grant (CDBG) funds, and additional CDBG funds will not be available for the Program until July 1, 2022, which would leave the Program without funds for several months.
- The Woodlawn Terrace Manufactured Home Park, located at 7421 Lyndale Avenue South, is planning to add 21 new units to the Park. The first seven units are expected to be in place and sold by July of 2022. The proposed transfer of funds to the Affordable Housing Trust Fund will provide adequate funds to serve these buyers with down payment assistance, as needed.
- A state program providing matching funds of up to \$150,000 to local communities with Affordable Housing Trust Funds is expected to be available in January of 2022. Trust Funds must contain local funds in order to be eligible for a state grant through this program. Approving the transfer of the sales proceeds will make the City's Trust Fund an eligible applicant for the matching grant.

### **D. FINANCIAL IMPACT:**

The funds would be transferred from the HRA General Fund. Sufficient sales proceeds remain in the HRA General Fund to fund the transfer.

### **E. LEGAL CONSIDERATION:**

State Statute allows Trust Fund money to be spent on down payment assistance and other affordable homeownership activities.

## **ALTERNATIVE RECOMMENDATION(S):**

Decide not to accept the transfer of these funds to the City's Affordable Housing Trust Fund.

## **PRINCIPAL PARTIES EXPECTED AT MEETING:**

NA

## **ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter



**CITY COUNCIL RESOLUTION NO.**

**RESOLUTION ACCEPTING THE TRANSFER OF HOUSING AND  
REDEVELOPMENT AUTHORITY SALES PROCEEDS TO THE AFFORDABLE  
HOUSING TRUST FUND**

**WHEREAS**, The City of Richfield created an Affordable Housing Trust Fund, pursuant to Minnesota Statutes Section 462C.16, on May 26, 2020, to promote the development of additional affordable housing within the City, the development and preservation of affordable housing in the community, and assist individuals with rental and down payment assistance; and

**WHEREAS**, the Housing and Redevelopment Authority (HRA) sold property located within the Cedar Point II redevelopment area in November of 2020 and collected sales proceeds as a result of the sale; and

**WHEREAS**, the sales proceeds were deposited in the HRA General Fund and a portion of which was spent on financial obligations relating to the purchase of property and a portion of which are available to be spent on other HRA-approved activities; and

**WHEREAS**, the HRA desires to promote affordable home ownership through its New Home Program and by providing down payment assistance to low and moderate income buyers; and

**WHEREAS**, on November 15, 2021, the HRA approved the transfer of \$640,000 in sales proceeds from the HRA General Fund to the Affordable Housing Trust Fund to be used on affordable homeownership activities.

**NOW, THEREFORE, BE IT RESOLVED**

1. The City Council hereby accepts the transfer of \$640,000 in sales proceeds from the HRA General Fund to the City's Affordable Housing Trust Fund for affordable homeownership opportunities.
2. The City shall deposit such transferred funds into the Affordable Housing Trust Fund to be used for affordable housing purposes.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of November, 2021.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, City Clerk



**STAFF REPORT NO. 164**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/15/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

Consider the approval of setting a public hearing to be held on December 14, 2021, to consider the issuance of new On-Sale Intoxicating Liquor and Sunday Sale Liquor licenses for Dagobah LLC, d/b/a Protagonist Kitchen and Bar, located at 6601 Lyndale Avenue S, Suite 130.

**EXECUTIVE SUMMARY:**

On October 26, 2021, the City received the application materials for new On-Sale Intoxicating Liquor and Sunday Sale Liquor licenses for Dagobah LLC, d/b/a Protagonist Kitchen and Bar, located at 6601 Lyndale Avenue S, Suite 130.

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 December 14, 2021, for the consideration of the issuance of new On-Sale Intoxicating Liquor and Sunday Sale Liquor licenses for Dagobah LLC, d/b/a Protagonist Kitchen and Bar, located at 6601 Lyndale Avenue S, Suite 130.

**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 December 14, 2021.

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

- City ordinance requires the City Council to conduct a public hearing to consider all On-Sale Intoxicating Liquor and Sunday Sale 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 December 14, 2021 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 Intoxicating Liquor and Sunday Sale Liquor licenses for Dagobah LLC, d/b/a Protagonist Kitchen and Bar.
- 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. 165**  
**CITY COUNCIL MEETING**  
**11/23/2021**

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/15/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval to renew the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2021 through November 30, 2023.**

**EXECUTIVE SUMMARY:**

The City of Richfield requires the services of a towing contractor to tow impounded vehicles/trailers as well as vehicles parked illegally during snow ordinance enforcement, etc. The contract with Chief's Towing expires November 30, 2021. They are requesting an increase of 3.5% for services provided each year for the next contract.

**RECOMMENDED ACTION:**

**By motion: Approve the renewal of the contract with Chief's Towing, Inc., 8610 Harriet Avenue South, Bloomington, MN, for Public Safety towing services for the period of December 1, 2021, through November 30, 2023.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The City currently has a contract with Chief's Towing, inc., for Public Safety towing services.
- Chief's Towing, Inc., was awarded the contract for 2021 and would like to renew the contract for the years 2021-2023, as the contract expires on November 30, 2021.
- The contract can be automatically renewed if both parties agree to the renewal and if Chief's notifies the City in writing, 30 days in advance of the expiration of the contract, that they wish to renew.

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

- Chief's notified the City that they wish to renew the contract for 2021-2023.
- The Public Safety Department wishes to renew the contract with Chief's Towing, Inc.
- Contracts for services need not be competitively bid.
- The contract has numerous conditions that must be met. Chief's Towing, Inc., is a reputable, established towing business that meets all contract requirements.

**C. CRITICAL TIMING ISSUES:**

- A six month notice must be given by either party in writing to terminate the contact.
- On December 1, 2021, Public Safety must have towing services. This is particularly important with the possibility of snow ordinance violations at any time.
- Chief's is a large towing company that can handle the needs of Public Safety regarding seizure/impound vehicles and comply with City ordinances that a smaller company could not handle effectively.

**D. FINANCIAL IMPACT:**

- Rates will increase by 3.5% each year for the period of December 1, 2019-November 30, 2021, per the attached letter from Jeffery Schoenborn, General Manager of Chief's Towing.
- There is adequate funding in the Public Safety budget to cover the costs.

**E. LEGAL CONSIDERATION:**

The City Attorney has reviewed and approved the past contract with Chief's Towing, Inc.

**ALTERNATIVE RECOMMENDATION(S):**

Council could choose to not sign the contract; however, Public Safety must have towing and impounding services beginning December 1, 2021.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Contract	Contract/Agreement
<input type="checkbox"/> Fees	Backup Material

**AGREEMENT BETWEEN THE CITY OF RICHFIELD AND  
CHIEF'S TOWING, INC. FOR TOWING,  
IMPOUNDING AND STORAGE OF MOTOR VEHICLES.**

**THIS AGREEMENT** is made this 23<sup>rd</sup> day of November, 2021, between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue South, Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and Chief's Towing, Inc., located at 8610 Harriet Avenue South (hereinafter referred to as the "Contractor").

**WITNESSETH**

**WHEREAS**, the City has a need to contract for the towing, impounding and storage of motor vehicles; and

**WHEREAS**, the City requires that the towing operators are located within three (3) miles of the City limits; and

**WHEREAS**, the Contractor is the operator of a towing and storage facility within three (3) miles of the City limits and has the expertise and capabilities to provide the required services;

**NOW THEREFORE**, in consideration of the terms and conditions expressed herein, the parties agree as follows:

**I. TERM OF AGREEMENT**

The term of this Agreement shall be from December 1, 2021, to November 30, 2023, subject to termination as provided in Subdivision V.

## **II. DUTIES OF CONTRACTOR**

- A. The Contractor shall tow, impound, and store all motor vehicles, which are ordered removed under the direction of the police chief, or the fire chief, of the City of Richfield or their authorized and legal representatives. The Contractor shall be entitled to a charge for its towing and storage services pursuant to those fees specified in the Contractor's Proposal (Exhibit B). It is agreed that neither the City nor the Richfield Police Department is responsible for any charges as a result of towing and/or storage, with the exception of those vehicles identified by the Police as subject to forfeiture, and that the Contractor assumes liability for any unpaid charges.
- B. The Contractor agrees to provide the services, as proposed, and perform all other terms and conditions according to the City's Specifications and the Contractor's Proposal, incorporated by reference herein as Exhibit A and Exhibit B.
- C. The Contractor shall defend, indemnify and hold harmless, the City of Richfield, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its officials, agents or employees), performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to 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 Contractor.

- D. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said 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 the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any

determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

E. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

F. The Contractor agrees to maintain for the full term of this Agreement, the following minimum insurance coverage:

a) \$1,000,000.00 Comprehensive General Liability insurance, Business Auto Policy with \$1,000,000.00 limits and Garage Keeper's Legal Liability.

b) Workers' Compensation insurance covering all employees of the Contractor, or his agents, in accordance with the Minnesota Workers' Compensation Law.

Certifications of insurance must be filed with the City and shall include a provision that states the insurance company shall give the City at least 25 days written notice prior to cancellation, non-renewal, or any material change in the policy. The Contractor further agrees to name the City of Richfield as additional insured on said comprehensive general liability policy.

- G. The Contractor agrees to furnish on or before the date this Agreement becomes effective, an acceptable corporate surety bond in the amount of \$10,000, payable to the City of Richfield and subject to approval by the Richfield City Attorney, for the faithful performance of all duties and obligations imposed under the terms and conditions of the Agreement.

### **III. DUTIES OF THE CITY**

The City agrees to pay the Contractor the flat rate charge of \$162.90 per vehicle for the towing and storage of vehicles identified by the Police Department as subject to forfeiture and which are subsequently released to the Police Department.

### **IV. MISCELLANEOUS**

- A. This agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- B. The Contractor agrees to comply with the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City 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 the Contractor.



Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

- C. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes. The Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract.
- D. This Agreement shall not be assignable except at the written consent of the City.
- E. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 168.06, Subdivision 4.
- F. The City and the Contractor 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 Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event

mediation is unsuccessful, either party may exercise its legal or equitable remedies and commence such action prior to the expiration of the applicable statute of limitations.

**V. TERMINATION**

Either party may terminate this Agreement for any reason upon giving six (6) months advanced written notice to the other party.

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

**CITY OF RICHFIELD**

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its Manager

**CHIEF'S TOWING, INC.**

DATED: \_\_\_\_\_

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

*City of Richfield, MN*  
**Current and proposed rates for**  
**TOWING, IMPOUNDING, STORAGE OF VEHICLES AND SERVICES**

12/01/2021  
thru  
11/30/2023

Towing of impounded cars, trucks (under 1 ½ ton capacity), Motorcycles, all-terrain vehicles, snowmobiles and unattended Utility trailers towed within the City of Richfield .....	\$ 100.00
Towing charge for the same from outside the City of Richfield .....	\$ 100.00
Mileage charge for same.....	\$ 4.50
Towing of trucks (larger than 1 ton capacity) within the City of Richfield .....	\$ 175.00
Towing charge for same outside the City of Richfield .....	\$ 175.00
Mileage charge for same.....	\$ 4.50
Use of Winch with a tow	
Car (Per hour).....	\$ 30.00
Truck (Per hour) .....	\$ 50.00
Use of Dolly .....	\$ 30.00
Use of low-bed trailer or truck (flatbed required).....	\$ 130.00
Storage Charges	
First 24 hours or fraction thereof:	
Inside Storage.....	\$ 42.00
Outside Storage .....	\$ 40.00
Each additional 24 hours or fraction thereof:	
Inside Storage .....	\$ 50.00
Outside Storage .....	\$ 40.00
<u>Forfeitures</u>	
Vehicles forfeited to the City of Richfield .....	NO CHANGE \$ 162.90
<u>City owned vehicles</u>	
Towing city owned vehicle less than 1 ton within city of Richfield .....	\$ 50.00
Mileage charge for same outside city .....	\$ 4.50



**STAFF REPORT NO. 166**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of setting a public hearing to be held on December 14, 2021, to consider the renewal of the Pawnbroker and Secondhand Goods Dealer license for 2022 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 14, 2021, to consider this license renewal.

**RECOMMENDED ACTION:**

**By motion: Approve the setting of a public hearing to be held on December 14, 2021, for the consideration of the renewal of the Pawnbroker and Secondhand Goods Dealer license for 2022 for Metro Pawn and Gun, Inc.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2021.
- 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 14, 2021, will provide ample time to complete the licensing process before January 1, 2022.

**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, 2021.

**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. 167**  
**CITY COUNCIL MEETING**  
**11/23/2021**

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

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

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department, and the City of Richfield Police Department for a full time embedded Senior Social Worker.**

**EXECUTIVE SUMMARY:**

Hennepin County has presented an agreement on behalf of the Hennepin County Human Services and Public Health Department for a Mental Health Program in the Richfield Police Department.

Officers utilize their experience and training in crisis/conflict management, persuasion, de-escalation, mental health, and serving those with autism to safely resolve crisis incidents while ensuring the individual receives the necessary services and/or medical attention. Officers also routinely partner with Community Outreach for Psychiatric Emergencies (COPE) to assist with calls where a person is in crisis. COPE provides emergency intervention services 24 hours a day, 7 days per week, when an adult is experiencing an emotional crisis that threatens their personal safety.

Richfield Police Officers respond to a multitude of calls for service - typically around 35,000 calls per year. Notably, mental health-related calls for service have consistently increased over the past 4+ years.

The Richfield Police Department implemented an embedded social worker program in September 2020. Several other communities throughout Hennepin County already have similar programs in place. Through collaborative efforts, the embedded social worker program will help achieve numerous goals.

- More timely engagement of Senior Social Worker (SSW) with individuals
- Increased use of community resources to support individuals
- Increased use of public assistance programs
- Increased use of non-urgent health care systems
- Improved engagement of current service providers
- Ongoing collaboration and learning between Hennepin County Human Service and Public Health and police department
- Improving the quality of life for those who suffer from mental illness and have encounters with law enforcement
- Reducing use of force, injury or death to officers and community members
- Reducing rate of arrests/prosecution of persons in mental health crisis and increase the number of

- persons who remain in community settings with services and supports
- Creating cost-savings through reduction of (incarceration and hospitalization) 911 calls regarding mental health crisis
- Reducing repeat calls and visits to the same issue
- Improving efficiency of law enforcement response to emergency and non-emergency mental health issues
- Increasing public satisfaction with the response to mental health emergencies and other metrics developed during the pilot utilizing key stakeholder and community input

The comprehensive approach to mental illness will ensure community members receive the assistance/treatment they need.

### **RECOMMENDED ACTION:**

**By motion: Approve an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for implementing a fulltime social worker to the Police Mental Health Program.**

### **BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

The Richfield Police Department has a Mental Health Program which includes an embedded part-time Senior Social Worker assigned to the Richfield Police Department.

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

The Richfield Public Safety/Police Department wishes to contract with Hennepin County for the Police Mental Health Program.

#### **C. CRITICAL TIMING ISSUES:**

The agreement must be signed for the Police Mental Health Program.

#### **D. FINANCIAL IMPACT:**

For the period January 1, 2022, through December 31, 2023, the not-to-exceed amount of \$60,000.00 annually.

#### **E. LEGAL CONSIDERATION:**

This contract has been reviewed by the City Attorney

### **ALTERNATIVE RECOMMENDATION(S):**

The Council may choose to not approve the contract; and therefore not allow the City of Richfield Police Department to partner with Hennepin County Human Services and Public Health Department and create a Police Mental Health Program

### **PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

### **ATTACHMENTS:**

Description	Type
□ Contract	Contract/Agreement

**JOINT POWERS AGREEMENT  
BETWEEN HENNEPIN COUNTY  
AND CITY OF RICHFIELD**

This Joint Powers Agreement (“Agreement”) is made and entered into by and between the County of Hennepin, Minnesota (“COUNTY”) on behalf of its Human Services and Public Health Department (“HSPHD”) and City of Richfield, 6700 Portland Avenue, Richfield, Minnesota 55423, pursuant to the authority conferred upon them by Minn. Stat. § 471.59 and on behalf of its police department, (referred to herein as “POLICE DEPARTMENT”). The parties to this Agreement may also be referred to individually as “Party” and collectively as “Parties”.

**WHEREAS**, COUNTY is a political subdivision of the State of Minnesota and its Human Services and Public Health Department is empowered to provide general and emergency public services that support and protect the physical, mental and behavioral health of individuals in Hennepin County; and

**WHEREAS**, POLICE DEPARTMENT is a governmental unit of the State of Minnesota and is empowered to provide general and emergency public services in a manner that supports and protects the physical, mental and behavioral health of individuals in Hennepin County; and

**WHEREAS**, the Parties desire to jointly and cooperatively coordinate their expertise and delivery of services to further the interests of providing follow up care by a Senior Social Worker (SSW) embedded with POLICE DEPARTMENT to prevent reoccurrences of emergency crises in a manner that most effectively and efficiently supports and protects the physical, mental and behavioral health of individuals in Hennepin County, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits realized by each Party, the Parties agree as follows:

1. PURPOSE.

The purpose of this Agreement is to enable COUNTY to provide social work services to POLICE DEPARTMENT to further the interests of providing follow-up social services in a manner that most effectively and efficiently supports and protects the physical, mental and behavioral health of individuals in Hennepin County as detailed herein, and for POLICE DEPARTMENT to secure such services from COUNTY and to establish the terms on which such services shall be provided.

2. PROJECT/PROGRAM

- A. The Parties shall cooperate and collaborate to perform services associated with the Embedded SSW Program (the “Program”), as further described and outlined in Exhibit A: Description of Services.
- B. The Parties shall perform at all times in accordance with the provisions herein, including but not limited to the data provisions.



### 3. TERM OF THE AGREEMENT

The term of this Agreement shall be from January 1, 2022, through December 31, 2023, unless terminated earlier in accordance with the cancellation/termination provisions of this Agreement.

### 4. CONSIDERATION

- A. POLICE DEPARTMENT shall pay (\$60,000) sixty thousand dollars annually.
- B. The SSW will be hired, employed, and equipped by HSPHD and participate in supervision and training by HSPHD in accordance with local, state, federal, and professional licensure requirements.
- C. HSPHD shall, within thirty (30) calendar days following the last day of each quarter, submit an invoice to POLICE DEPARTMENT for one quarter of the cost of it's portion of the SSW position.
- D. POLICE DEPARTMENT will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, POLICE DEPARTMENT will notify HSPHD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from HSPHD, POLICE DEPARTMENT will make payment within thirty-five (35) days.
- E. Further, the Parties expressly agree that neither this Agreement nor either Party's performance hereunder obligates or commits either Party to enter a subsequent contract or engagement with any other.

### 4. LIABILITY AND NOTICE

- A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law and, further, each Party shall defend, indemnify, and hold harmless the other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against COUNTY and/or POLICE DEPARTMENT as a result of this Agreement.
- B. To the fullest extent permitted by law, action by the Parties to this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party to this Agreement except to the extent they have

agreed in writing to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.

- C. Duty to Notify: Each Party shall promptly notify the other Party of any actual or suspected claim, action, cause of action, administrative action, criminal arrest, criminal charge, or litigation brought against the party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of this Agreement.

## 5. INSURANCE

Each Party warrants that it has a purchased insurance or operates under a self-insurance program in accordance with applicable law and sufficient to manage potential liability arising hereunder, including but not limited to workers compensation insurance.

## 6. INDEPENDENT PARTIES

- A. It is understood that the relationship between COUNTY and POLICE DEPARTMENT as to the subject matter of this Agreement constitutes only the understandings set forth in this Agreement.
- B. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and POLICE DEPARTMENT, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the Parties hereto or as constituting either Party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each Party is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Each Party will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of a Party or other persons engaged in the performance of any work or services required by that Party shall have no contractual relationship with the other Party and will not be considered employees of the other Party. No Party shall be responsible for any claims related to or on behalf of the other Party's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against a Party, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the other Party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

## 7. NONDISCRIMINATION

In accordance with COUNTY's policies against discrimination, POLICE DEPARTMENT shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public

assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

#### 8. NO THIRD PARTY BENEFICIARY

Except as herein specifically provided, no other person, customer, employee, or invitee of any Party or any other third party shall be deemed to be a third party beneficiary of any of the provisions herein.

#### 9. DATA

COUNTY and POLICE DEPARTMENT, their officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all other applicable state and federal law, rules, regulations and orders relating to data privacy, confidentiality, disclosure of information, medical records or other health and enrollment information, and as any of the same may be amended, as well as the data and data sharing provisions set forth in Exhibit A. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

#### 10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, the Parties, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., of the Parties which are pertinent to the accounting practices and procedures of the Parties and involve transactions relating to this Agreement. The Parties shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

#### 11. MERGER, MODIFICATION, AND SEVERABILITY

- A. The entire understanding between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification; Liability and Notice; Merger, Modification and Severability; Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

## 12. DEFAULT AND CANCELLATION/TERMINATION

- A. If either Party fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless the Party's default is excused in writing by the non-defaulting Party, the non-defaulting Party may upon written notice immediately cancel or terminate this Agreement as to the defaulting Party or in its entirety.
- B. This Agreement may be canceled/terminated with or without cause by either Party upon thirty (30) days written notice. Either Party may immediately cancel or terminate this Agreement if the terminating party, in its sole discretion, determines that the health and welfare of a member of the public is at risk. Upon cancellation/termination, property or surplus money, if any, acquired as a result of the operation of this Agreement shall be distributed to the Parties in proportion to contributions of the Parties.
- C. Either Party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- D. The above remedies shall be in addition to any other right or remedy available to either Party under this Agreement, law, statute, rule, and/or equity.

## 13. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator at the address given in the opening paragraph of this Agreement with copies to HSPHD as detailed below. Notice to POLICE DEPARTMENT shall be sent to the address stated in the opening paragraph of this Agreement with a copy as detailed below.

### HSPHD:

Leah Kaiser  
Senior Department Administrator  
Hennepin County  
300 South 6th Street  
Minneapolis, Minnesota 55487  
leah.kaiser@hennepin.us

### RICHFIELD

Jay Henthorne  
Director of Public Safety/Chief of Police  
6700 Portland Avenue

Richfiled, Minnesota 55423

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: INDEPENDENT PARTIES; LIABILITY AND NOTICE; INSURANCE; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

15. MARKETING AND PROMOTIONAL LITERATURE

POLICE DEPARTMENT agrees that the terms, “Hennepin County” and “Hennepin County Human Services and Public Health Department”, the name of any elected official, or any derivatives thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of COUNTY.

16. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the state of Minnesota.

(The remainder of this page intentionally left blank.)

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the County  
Attorney's Office

\_\_\_\_\_

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

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
Chair of Its County Board

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board

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

By: \_\_\_\_\_  
Deputy County Administrator

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

City of Richfield through Richfield Police  
Department:

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

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

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

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

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

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

## EXHIBIT A: Description of Services

POLICE DEPARTMENT and HSPHD staff will work collaboratively to prevent reoccurrences of emergency crises.

### Roles and Responsibilities of Parties

- A. POLICE DEPARTMENT will provide office space for the Senior Social Worker (SSW).
- B. POLICE DEPARTMENT will run DSL lines at designated office space, as needed, if SSW is otherwise unable to access to COUNTY network.
- C. POLICE DEPARTMENT will work with the HSPHD Social Work Unit Supervisor (SWUS) to establish criteria for referrals.
- D. POLICE DEPARTMENT will work with the SWUS to develop a referral process.
- E. POLICE DEPARTMENT will track referrals and repeat calls.
- F. POLICE DEPARTMENT will track mental health calls that involve weapons, use of force and transportation holds being written.
- G. POLICE DEPARTMENT will accompany the SSW to home visits as needed.
- H. HSPHD will be responsible for providing the SSW with equipment that is necessary for completing their work. This includes but is not limited to laptop computer, cell phone, and office supplies.
- I. The SSW will report directly to the HSPHD SWUS.
- J. HSPHD will be responsible for transportation/mileage expenses for the SSW. The SSW will be responsible following the HSPHD transportation/mileage reimbursement policies.
- K. The SSW will provide short-term assistance to individuals in order to connect the individuals with internal and/or community resources to help meet their needs. Services will be provided in an ethical and culturally sensitive manner.
- L. After being assigned a case, the SSW will complete a file clearance of the various systems to determine if the individual is open to social services, county of financial responsibility, and public assistance programs.

## EXHIBIT A: Description of Services

- M. The SSW will meet the individual, assess the individual's needs, note formal and informal supports, and determine where gaps exist.
- N. The SSW will request a new or updated diagnostic assessments as needed.
- O. The initial assessment should include the risks to the safety and stability of the individual as well as the individual's ability to address such concerns. The SSW will also evaluate the need for emergency services and if needed will assist in making those connections.
- P. The SSW will work with the individual to develop an initial plan that addresses gaps that exist in the individual's support system and will work with the individual to identify and connect with community resources. This plan will be signed by both the individual and the SSW.
- Q. The SSW will ensure that release of information forms are signed and that other paperwork is completed in a timely manner.
- R. Client information can only be shared with law enforcement when there is an ongoing emergency situation and the client information is necessary to protect the health or safety of the individual or other people. Information disclosed would be limited to that necessary to address the emergency situation.
- S. If community and/or county resources are needed, the SSW will collect information needed to determine eligibility for those services. The SSW will facilitate referrals to appropriate resources.
- T. The SSW will collaborate with other involved parties as indicated.
- U. If eligible for county operated or contracted case management services, the SSW will complete the necessary paperwork to transfer the individual to case management.
- V. The SSW will document all activities and data as requested for tracking purposes.
- W. Participation is voluntary, and the individual served has a right to refuse services.



## EXHIBIT A: Description of Services

Goals of the Police-Mental Health UnitS include, but are not limited to:

- A. More timely engagement of SSW with individuals;
- B. Increased use of community resources to support individuals;
- C. Increased use of public assistance programs;
- D. Increased use of non-urgent health care systems;
- E. Improved engagement of current service providers;
- F. Ongoing collaboration and learning between HSPHD and POLICE DEPARTMENT;
- G. Improving the quality of life for those who have encounters with law enforcement;
- H. Reducing use of force, injury or death to officers and community members;
- I. Reducing rate of arrests/prosecution of persons in mental health crisis and increase the number of persons who remain in community settings with services and supports;
- J. Creating cost-savings through reduction of incarceration and hospitalization resulting from mental health crisis;
- K. Reducing repeat calls and visits for the same issue;
- L. Improving efficacy of law enforcement response to emergency and non-emergency mental health issues; and
- M. Increasing public satisfaction with the response to mental health emergencies and other metrics developed utilizing key stakeholder and community input.



**STAFF REPORT NO. 168**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
11/12/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of a license agreement between the City and Qwest Corporation for access to their property located at 300 66th Street West to conduct grading, turf restoration, and driveway restoration related to the 65th Street Reconstruction Project.**

**EXECUTIVE SUMMARY:**

As part of the 65th St Reconstruction Project, Qwest Corporation will authorize the City to perform work on their property at 300 66th Street West just past the public right-of-way on the south side of 65th Street to conduct grading, turf restoration, and driveway restoration.

The license agreement up for approval is a standard agreement that sets out the terms and conditions for use of the site. The agreement allows the contractor to access and perform work on the site until December 1, 2023.

**RECOMMENDED ACTION:**

**By Motion: Approve the license agreement between the City and Qwest Corporation for access to their property located at 300 66th Street West to conduct grading, turf restoration, and driveway restoration related to the 65th Street Reconstruction Project.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

**65th Street Reconstruction Project Background**

The project limits extend along 65<sup>th</sup> Street from 66<sup>th</sup> Street to Nicollet Avenue. The proposed project will reduce the roadway from four lanes down to two lanes west of Lyndale Avenue and will replace the existing two-lane section east of Lyndale Avenue.

The 65th Street Reconstruction preliminary design was approved by the City Council on July 28, 2020. Since then, the engineering consultant has been working towards final design with the project expected to begin in Spring 2022.

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

The reconstruction of 65th Street is consistent with the following approved plans:

- Five-Year Street Reconstruction Plan
- Comprehensive Plan (Chapter 7 - Transportation)
- Pedestrian Master Plan
- Bicycle Master Plan
- Street Reconstruction Guiding Principles Document
- Complete Streets Policy
- Arterial Roads Study

**C. CRITICAL TIMING ISSUES:**

Adoption of this site license agreement will formalize the agreed upon terms that govern the contractor's use of the site.

**D. FINANCIAL IMPACT:**

None as it relates to the approval of this site license agreement.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Lic Agreement	Contract/Agreement
<input type="checkbox"/> Waiver of Trespass	Backup Material
<input type="checkbox"/> Parcel Sketch of Construction Work	Backup Material

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (“Agreement”) is entered into as of the date it is last signed by both parties (“Effective Date”) by and between Qwest Corporation (“Licensor”) and City of Richfield, MN (“Licensee”). Licensor and Licensee will sometimes be referred to in this Agreement collectively as the “Parties”.

### **BACKGROUND:**

Licensor is the legal and rightful owner of a certain parcel of real property and the improvements upon the same located at 300 66<sup>th</sup> Street West, Richfield, MN (“Property”). Licensee is undertaking a road improvement project in the City of Richfield known as the West 65<sup>th</sup> Street Reconstruction Project (“Project”). Licensee desires to enter upon the Property to conduct certain grading, turf restoration and driveway restoration related to the Project (“Work”). Licensor is willing to allow Licensee to enter upon the Property to conduct the Work pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Parties, the Parties agree as follows:

1. **Grant of License and Term.** Licensor grants to Licensee, its employees, representatives and contractors, a revocable, non-exclusive license (“License”) to access and enter upon the Property to conduct the Work, subject to the terms and conditions of this Agreement. Licensee will access, enter upon, use and occupy only those areas of the Property as are reasonably required by Licensee to exercise the rights granted to it under this Agreement. The term of this Agreement and the License will commence on January 1, 2022 and will expire on December 31, 2023 (“Term”).

2. **Work.**

2.1 Licensee will, at its sole cost and expense, be responsible for the proper characterization, management and disposal of all materials produced during the Work, including any hazardous or suspected hazardous materials brought to the surface or otherwise released.

2.2 The Parties acknowledge and agree that Licensor conducts business and operations at the Property, and thus given the active nature of the Property, Licensor may require that all Work be performed after normal business hours or on weekends. Furthermore, Licensee will, upon Licensor’s request, coordinate all of its Work or other activities at the Property with Licensor to minimize any impairment of access to the Property by Licensee’s customers or business invitees and to minimize any inconvenience to or disruption of Licensor’s business and operations on the Property. Licensor may, at its own cost and expense have any of its employees or agents be present during the performance of the Work.

2.3 Licensee retains sole responsibility for all of its equipment, materials or other personal property in, at, on or used at the Property, and Licensor will not be deemed to have any custody, care or control over the same. Immediately upon completion of the Work but prior to the expiration of the Term, or immediately upon the termination of this Agreement by Licensor, Licensee will, at its sole cost and expense: (a) cause any excavations on the Property to be returned to the original gradient; (b) remove all materials, personal property and equipment placed on the Property; (c) fill and level all

ditches, ruts and depressions on the Property, if any, caused by the Work, including by the closure of Licensee's excavation operations on the Property; (d) remove all debris from the Property resulting from the Work, including any waste; and (e) generally return the Property as nearly as is reasonably possible to the same condition it was in immediately prior to Licensee's initial entry onto the Property.

3. **Compliance with Laws.** Licensee will conduct all Work or other allowed operations and activities allowed under this Agreement in a safe, good and workmanlike manner, and in full compliance with all applicable federal, state and municipal statutes, laws (including any environmental laws), ordinances, judgments, regulations, orders and directives (collectively, "Applicable Laws").

4. **Permits.** Licensee will, at its sole cost and expense, obtain all governmental permits and approvals which may be necessary for it to conduct the Work or any other operations and activities allowed under this Agreement. Licenser will reasonably cooperate with Licensee in Licensee's efforts to obtain all necessary government permits and approvals.

5. **Liens.** Licensee will not permit any mechanics', materialmen's or other liens to stand against the Property for work, labor, services or materials performed or furnished to Licensee in connection with the Work. In the event any such lien is filed against the Property, Licenser will give notice of the same to Licensee. Upon Licensee's receipt of such notice, Licensee will, at its sole cost and expense, immediately cause the lien to be discharged of record or bonded to Licenser's satisfaction. Thereafter, Licensee may contest the validity and the amount of such lien at its sole cost and expense.

6. **Disclaimer of Warranties.** Licensee's use and occupancy of the Property pursuant to this Agreement will be at Licensee's sole risk. Licensee acknowledges that Licenser (or anyone on Licenser's behalf) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to: (a) the nature, quality, physical or other condition of the Property; (b) the suitability of the Property for the activities and uses which Licensee intends to conduct on the Property; (c) the compliance of or by the Property with any Applicable Laws; and (d) any other matter with respect to the Property, and specifically, that Licenser has not made, does not make and specifically disclaims any representations regarding compliance with any environmental, protection, pollution, land use, zoning, development or impact laws, rules, regulations, orders, decisions or requirements. Licensee waives any right or claim against Licenser arising out of the Property. The provisions of this Section 6 will survive the expiration or termination of this Agreement.

7. **Release, Indemnity.** In addition to any other release, indemnity, duty to defend, hold harmless and covenant not to sue of Licensee found elsewhere in this Agreement, and to the extent permitted by law, Licensee, for itself and any Licensee Party (as defined below), will assume the risk of, be responsible for, and release, indemnify, defend and hold harmless Licenser and Licenser's parent, subsidiary and affiliated companies, and the respective agents, officers, employees, partners, member shareholders, successors and assigns of each of the foregoing (Licenser and the foregoing, collectively, "Indemnified Parties") from and against, any and all suits, claims, demands, actions, causes of action, losses, fines, penalties, costs, expenses, fees (including reasonable attorneys' fees), injuries (including injuries to person resulting in death), damages and liabilities (collectively, "Damages") arising out of, or in any way relating to: (a) the use and occupancy of the Property by Licensee or any of its agents, representatives, vendors, employees, guests, invitees or by any other third party (each a "Licensee

Party”); (b) the breach of this Agreement by Licensee or any Licensee Party, including the failure to adhere to Applicable Laws; (c) the negligence or intentional misconduct of Licensee or any Licensee Party; or (d) the release of contaminated materials on or under the Property caused by Licensee or any Licensee Party if such materials were generated, stored, released or disposed of on the Property. Notwithstanding the foregoing in this Section 7, Licensee’s duty to defend, indemnify and hold harmless obligations under this Section 7 will not apply to any Damages arising from the sole gross negligence or willful misconduct of Licensor. The provisions of this Section 7 will survive the expiration or termination of this Agreement.

8. **Default and Remedies.** Licensee’s failure to comply with any of its obligations under this Agreement within 15 days of Licensee’s receipt of notice of non-performance from Licensor will be deemed a Licensee-default under this Agreement. However, if such non-performance cannot reasonably be cured within such 15-day period, it will not be a Licensee-default under this Agreement if Licensee has commenced with due diligence the cure of the non-performance within such 15-day period, and thereafter completes the cure within 30 days of its receipt of the notice of non-performance from Licensor. In the event of a Licensee-default, Licensor may: (a) terminate this Agreement at any time by giving a termination notice to Licensee, and this Agreement and thus the License will terminate on the termination date specified in such notice; (b) seek money damages, injunctive relief or specific performance; or (c) resort to any other right or remedy to which Licensor is entitled under this Agreement, at law or in equity. All of Licensor’s remedies are cumulative and are not exclusive of other remedies to which Licensor may be entitled under this Agreement, at law or in equity. Use of one or more remedies does not bar the use of any other remedy.

9. **Notice.** Whenever any notice, consent, approval, demand, request, authorization or other communication and the like is required or permitted under this Agreement (collectively, “Notice”), the same must be in writing. Notice must be sent by certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier service, or by email, to the parties at their respective addresses set forth below. Notice will be deemed effective on the date shown on the return receipt if Notice is given by certified mail, on the date shown on the confirmation of delivery form if Notice is given by overnight courier service, or on the date of transmission if notice is sent by email (provided the email was sent to the proper email address and was not returned to sender as undeliverable). Rejection or refusal to accept Notice or the inability to deliver Notice because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in this Section 9 by giving Notice of address change to the other party in the manner for giving Notice prescribed in this Section 9.

If Notice to Licensor:           Qwest Corporation  
  c/o Lumen Technologies  
  1025 Eldorado Boulevard, Suite 31D  
  Broomfield, Colorado 80021  
  Attention: Vice President of Real Estate

With a copy at the same time and in the same manner to:

Qwest Corporation  
c/o Lumen Technologies  
100 CenturyLink Drive  
Monroe, LA 71203  
Attn: Real Estate Lease Administration  
Building ID: M13023

If Notice to Licensee: City of Richfield  
Attn: City Engineer  
1901 E. 66th Street  
Richfield, MN 55423

10. **Miscellaneous.** (a) This Agreement contains all of the promises, agreements, conditions and understandings between the Parties concerning the subject matter of this Agreement, and represents the full, complete and entire agreement between the Parties as to its subject matter. There are no oral agreements or understandings between the Parties affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties with respect to the subject matter of this Agreement; (b) Except as may be otherwise expressly allowed under this Agreement, no amendment, change or addition to this Agreement will be binding upon the Parties unless it is in writing and signed by the Parties; (c) The waiver by a party of any breach of any term, agreement or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, agreement or condition; (d) If any provision contained in this Agreement is to any extent held invalid, illegal or unenforceable, the remaining provisions of this Agreement will not be affected, and each such unaffected provision will remain valid, legal and enforceable to the fullest extent permitted by law; (e) All rights and liabilities given to or imposed upon the respective Parties under this Agreement will, except as may be stated otherwise in this Agreement, extend to and bind the respective heirs, executors, administrators, successors, and assigns of the Parties; (f) all of Licensee's indemnification, hold harmless, duty to defend and release obligations under this Agreement will survive the termination or expiration of this Agreement, whether or not it is stated specifically elsewhere in this Agreement that any such obligation so survive; (g) Licensee will have no right to assign this Agreement and/or the License in whole or in part; and (h) This Agreement will be construed, interpreted and governed by and in accordance with the laws of the State of Minnesota.

11. **Counterparts, Facsimile and Electronic Mail Signatures** This Agreement may be signed in one or more identical counterparts, which taken together will constitute one and the same agreement. Signatures to this Agreement that are faxed, photocopied or electronically stored or transmitted will be deemed to be originals, and both Parties will accept and be bound by such signatures.

The Parties have entered into this Agreement as of the Effective Date.

Licensor:

Licensee:

Qwest Corporation

City of Richfield, MN

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

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

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

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

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

Title: Mayor

Printed Name: Maria Regan Gonzalez

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

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

Title: City Manager

Printed Name: Katie Rodriguez

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





## Engineering Department

September 21, 2021

Subject: 65<sup>th</sup> Street Reconstruction Waiver of Trespass

**MAYOR**

MARIA REGAN  
GONZALEZ

**CITY COUNCIL**

SEAN HAYFORD OLEARY

MARY SUPPLE

SIMON TRAUTMANN

BEN WHALEN

**CITY MANAGER**

KATIE RODRIGUEZ

CENTURY LINK  
ATTN PROPERTY TAX DEPT  
1025 ELDORADO BLVD  
BROOMFIELD CO 80021

Dear Business Owner/Resident,

The City of Richfield is seeking permission (waiver of trespass) for the City and its contractors and/or consultants to enter the property at 300 66TH ST W, Richfield MN 55423 for the purposes of minor grading, turf restoration, and driveway restoration related to the W 65<sup>th</sup> St Reconstruction Project. The anticipated construction limits are illustrated on the enclosed figure. Construction on this project is proposed to start in Spring of 2022.

The City appreciates your assistance in the completion of this project and hope you are as excited as we are for the improvement of 65<sup>th</sup> St.

Please let me know if you need additional information or would like to discuss this project further. I can be reached at (612) 861-9789 or by e-mail at [OWycklendt@richfieldmn.gov](mailto:OWycklendt@richfieldmn.gov). **You may acknowledge permission by signing the enclosed waiver and returning one copy to me in the enclosed envelope.**

Thank you for your cooperation and consideration on this matter.

Sincerely,

Olivia Wycklendt  
Civil Engineer  
Public Works Department  
City of Richfield



## Engineering Department

### WAIVER OF TRESSPASS

Subject: 65<sup>th</sup> Street Reconstruction Waiver of Trespass

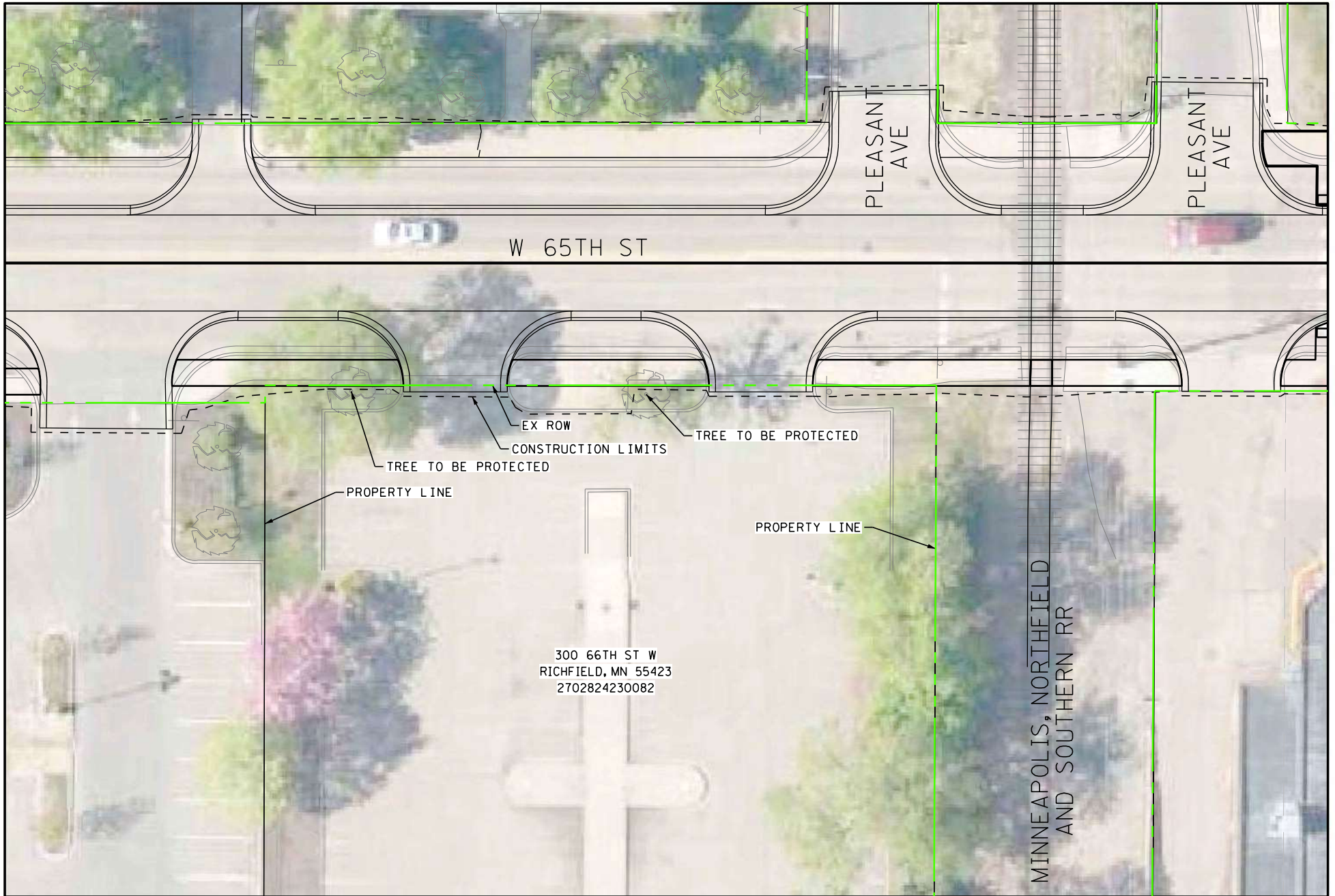
CENTURY LINK  
ATTN PROPERTY TAX DEPT  
1025 ELDORADO BLVD  
BROOMFIELD CO 80021

\_\_\_\_\_(NAME/S) hereby give(s) permission to the City of Richfield and its contractors and/or consultants to enter the property at 300 66TH ST W, Richfield MN 55423 for the purposes of minor grading, turf restoration, and driveway restoration related to the W 65<sup>th</sup> St Reconstruction Project.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date



30  
SCALE IN FEET

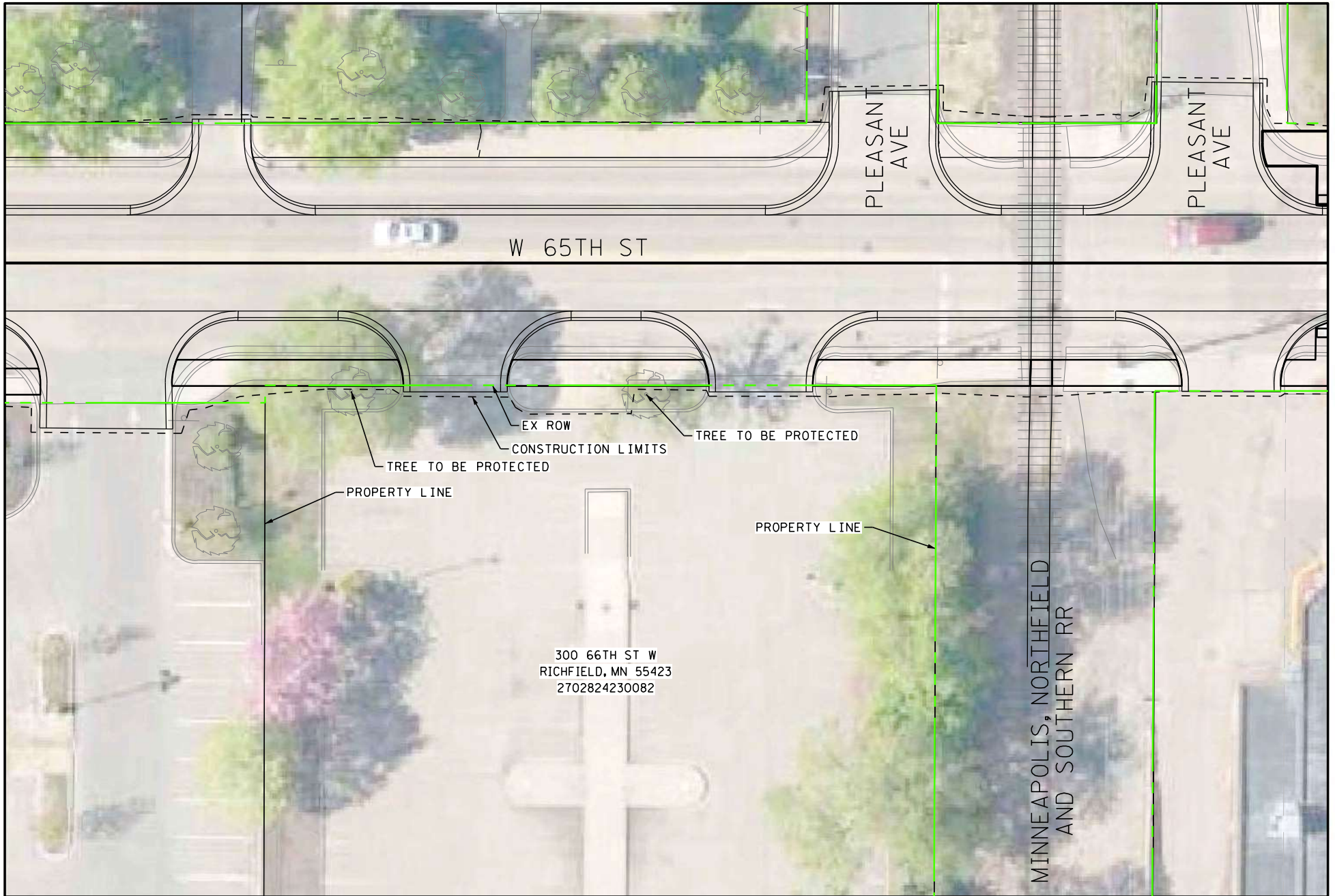
300 66TH STREET W  
RICHFIELD, MN 55423  
2702824230082

PARCEL SKETCH  
5/13/2021

SHEET 1 OF 1







30  
SCALE IN FEET

300 66TH STREET W  
RICHFIELD, MN 55423  
2702824230082

PARCEL SKETCH  
5/13/2021

SHEET 1 OF 1





**STAFF REPORT NO. 169**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/15/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the first reading of an ordinance amending Section 1202.07 of the Richfield City Code relating to license eligibility of intoxicating liquor, wine and beer establishments.**

**EXECUTIVE SUMMARY:**

Chapter 12 (Sale and Consumption of Intoxicating Liquor, Wine and Beer) of the Richfield City Code does not allow a current holder of a liquor license to be issued a second license for a different establishment located in the city.

**RECOMMENDED ACTION:**

**By Motion: Approve the first reading of an ordinance amending Section 1202.07 (g) of the Richfield City Code, by eliminating paragraph (g) relating to license eligibility and schedule a second reading for December 14, 2021.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Business Licensing staff recently received an intoxicating liquor license application for a new establishment. The applicants currently own an existing establishment in the city and hold a liquor license for that establishment. Per current city code, they would not be eligible for a second liquor license for their new concept.

After significant research conducted by the City Clerk and Public Safety staff, it was not clear why this particular clause was included in code. We do know it has been present in the code since the early 2000's.

The restaurant industry has evolved and nowadays it's not unusual to have a group of individuals investing in a food/liquor establishment and opening multiple concepts reflecting their food/dining vision. This would be the first time Richfield has experienced this situation in recent history.

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

The Intoxicating Liquor, Wine and Beer ordinance sets requirements for application and licensure as well as certain conditions to be met.

**C. CRITICAL TIMING ISSUES:**

Without amending subsection 1202.07 by eliminating paragraph (g), the applicant mentioned above would be ineligible to receive a second liquor license for the new establishment.

**D. FINANCIAL IMPACT:**

None.

**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
Chapter 12 ordinance amendment draft	Cover Memo

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

**AN ORDINANCE AMENDING SECTION 1202 OF THE RICHFIELD  
CODE OF ORDINANCES RELATING TO LIQUOR LICENSE  
ELIGIBILITY**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Subsection 1202.07 of the Richfield City Code is amended as follows:

**1202.07. – License Eligibility.**

**Subdivision 1.** Ineligible person. No license may be granted to or held by:

- (a) Any person who is ineligible for a license under State law;
- (b) Any person who is under the age of 21 years ~~of age~~;
- (c) Any person who is not of good moral character and repute;
- (d) Any person who has had an intoxicating liquor or 3.2 percent malt liquor license revoked within five (5) years of the license application, or to any person who at the time of the violation owns any interest, whether as a holder of more than five (5) percent of the capital stock of a corporation licensee, as a partner or otherwise, in the premises or in the business conducted thereon, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested;
- (e) Any person who, within five (5) years of the license application, has been convicted of a felony or any willful violation of a Federal or State law or local ordinance, governing the manufacture, sale, distribution, or possession for sale or distribution of an alcoholic beverage, or whose liquor license has been revoked for any willful violation of any such laws or ordinances;
- (f) Any person who has a direct or indirect interest in a manufacturer, brewer or wholesaler;
- ~~(g) Any person who is directly or indirectly interested in any other establishment in the City to which a license has been issued under this chapter; the term "interested" as used in this paragraph means and includes any pecuniary interest in the ownership, operation, management or profits of such an establishment;~~
- ~~(h)~~ (g) Any person who is the spouse of a person ineligible for a license under this section; and

~~(i)~~ (h) Any person who, in the judgment of the City Council, is not the real party in interest or beneficial owner of the business operated, or to be operated, under the license.

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

Adopted this 14<sup>th</sup> day of December, 2021.

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

ATTEST:

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





**STAFF REPORT NO. 170**  
**CITY COUNCIL MEETING**  
**11/23/2021**

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/15/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a contract renewal with Adesa Minneapolis for 2021-2022 for auctioning forfeited vehicles from Public Safety/Police.**

**EXECUTIVE SUMMARY:**

Adesa is a company used by the Public Safety Department to store and auction-off seized vehicles. The City currently has a contract with Adesa and would like to renew the contract for the year 2021-2022.

**RECOMMENDED ACTION:**

**By motion: Approve the renewal of the 2021-2022 auction service contract between the City of Richfield and Adesa Minneapolis, for the auctioning of forfeited vehicles from Public Safety/Police.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Adesa's performance during the past year of the contract period was satisfactory. They auction forfeiture vehicles for many cities, including the City of Bloomington.
- Adesa Minneapolis has submitted the new contract for 2021-2022. No changes were made to the services they provide.

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

- Adesa Minneapolis notified the City that they wish to renew their contract with the City.
- The Public Safety Department wishes to renew the contract with Adesa Minneapolis. The contract has numerous conditions that must be met.
- Adesa Minneapolis is a reputable, established auction company that meets all contract requirements.

**C. CRITICAL TIMING ISSUES:**

- A 30-day written notice must be given by either party to terminate the contract.
- Public Safety must have a company to store and auction forfeited vehicles.
- Adequate space is not available in the City to store forfeited vehicles.

**D. FINANCIAL IMPACT:**

The fees remain the same and are detailed in the contract. There is adequate funding in the Public

Safety budget to cover the costs of Adesa Minneapolis services.

E. **LEGAL CONSIDERATION:**

The City Attorney has reviewed and approved the past contract with Adesa Minneapolis and there are no contract changes under the new contract.

**ALTERNATIVE RECOMMENDATION(S):**

Do not approve the contract; however, Public Safety would need to find other means to auction forfeited vehicles.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
▣ Adesa Contract	Contract/Agreement

## AGREEMENT BETWEEN THE CITY OF RICHFIELD AND ADESA MINNEAPOLIS

**THIS AGREEMENT** is made and entered into this 29th day of October, 2020 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as "ADESA").

### WITNESSETH

**WHEREAS**, the City comes into possession of and is authorized to retain various motor vehicles which are identified as potentially being subject to forfeiture of other civil processes under the laws of the State of Minnesota as a result of their having been used in the connection with a criminal act (hereinafter referred to as "Forfeiture Vehicles") and upon successful completion of the forfeiture or civil process the City is authorized to dispose of said vehicles in accordance with Section 315 of the Richfield City Code; and

**WHEREAS**, ADESA represents that it has the professional expertise and knowledge to perform its duties as an automobile dealer, and is licensed by the State of Minnesota in that capacity; and

**WHEREAS**, THE City desires to hire ADESA to transport, store, repair, maintain and sell its Forfeiture Vehicles;

**NOW, THEREFORE**, in consideration of the terms and conditions expressed herein, the parties agree as follows:

#### I. TERM OF AGREEMENT

*OCTOBER 29<sup>th</sup> 2021*

The term of this Agreement shall begin October 29, 2020 and shall continue until December 31, 2021, subject to termination as provided in Article IV.

*DECEMBER 31<sup>st</sup> 2022*

#### II. DUTIES OF ADESA

A. Upon specific authorization from the City, ADESA agrees to drive or transport those vehicles identified by the City as one of its Forfeiture Vehicles to a secure location to be determined and managed by ADESA.

B. Upon receipt of a City Forfeiture Vehicle and except for fire, storm, flood, war, civil disturbance, riot, act of God, lightning, earthquake, or other similar casualty, which is not within the control of ADESA or any act/omission of City or its officers, employees or agents, ADESA accepts full responsibility for it and agrees to exercise due diligence in its care, maintenance and storage of said vehicle until the time that it is sold or released; so as to avoid waste and obtain a reasonable sale price at auction.

C. Upon specific authorization from the City, ADESA agrees to perform such minor repair work on the City's Forfeiture Vehicles so as to prepare them for auction and maximize the City's return at auction, but in no event shall such repair work exceed the cost of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) without prior, written authorization by the Richfield City Manager or his/her designee.

D. Upon specific authorization from the City, ADESA agrees to release the City's Forfeiture Vehicles prior to auction on such terms and conditions as the City may direct.

E. ADESA agrees to box and store personal property that is not affixed to, but located within, the City's Forfeiture Vehicles and upon specific authorization from the City to release such property on such terms and conditions as the City may direct.

F. Upon specific authorization from the City, ADESA agrees to promptly sell the City's Forfeiture Vehicles in a commercially reasonable manner by an open and competitive automobile dealer or salvage auction.

G. ADESA agrees to defend, indemnify and hold harmless the City, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from ADESA's (including its officials, agents or employees) performance of the duties required under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, diseases or death or to 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 ADESA.

H. During the term of this Agreement ADESA agrees to maintain general comprehensive liability insurance in the amount of \$1,000,000 for any damage to property, theft, loss or other claims as a result of ADESA's negligence or malfeasance in performing this Agreement. In addition, ADESA agrees to maintain such motor vehicle liability insurance as required by state and federal laws.

I. ADESA shall be licensed and bonded in the State of Minnesota to perform its duties under this Agreement and shall provide a certificate of licensure, bonding and insurance to the City.

J. ADESA agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

K. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting ADESA's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. ADESA and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. ADESA represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of ADESA or other persons, while engaged in the performance of any work or services required by ADESA under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against ADESA, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and ADESA shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

L. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

M. ADESA agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs or activities. ADESA agrees to hold harmless and indemnify the City from, costs, including by 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 the ADESA. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

N. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act., Chapter 13 of the Minnesota Statutes.

O. Any Forfeiture Vehicles which ADESA has been authorized and directed to sell but was unable to under the terms of this Agreement shall be returned to the City at a site designated by it as soon as reasonably practicable but in no event more than sixty (60) days from the occurrence of the event making sale under this Agreement impossible.

### **III. DUTIES OF THE CITY**

A. The City shall consign specifically identified Forfeiture Vehicles to ADESA to sell to the highest bidder at public dealer or salvage auctions.

B. The City shall certify that it has good title and right to sell those of its Forfeiture Vehicles which it directs and specifically authorizes ADESA to sell at public dealer or salvage auctions and shall provide and deliver merchantable title to the purchaser upon notification from ADESA.

C. The City shall defend, indemnify and hold harmless the ADESA, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages losses or expenses, including attorney fees, arising out of or resulting from the City's performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to 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 City.

Notwithstanding the above, City shall also fully defend, indemnify and hold ADESA harmless for and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon and resulting from alleged or actual damage caused by the forfeiture process or from inaccuracy of the odometer reading on any Forfeiture Vehicle prepared in connection with the sale at auction, unless such inaccuracy is caused by an employee, agent or officer of ADESA.

D. The City shall pay to ADESA and ADESA shall deduct from the sale proceeds of the Forfeiture Vehicle, the following amounts as and for its services properly authorized and provided pursuant to this Agreement:

1. Transportation of an operable Forfeiture Vehicle to or from the City of Richfield to ADESA's designated storage within a 50-mile metro Minneapolis location site. If outside of metro Minneapolis within 50-mile radius, standard auction rates will apply: **\$50.00.**
2. Tow of an inoperable Forfeiture Vehicle (tow or trailer) to or from the City of Richfield to ADESA's designated storage within a 50-mile metro Minneapolis location site. If outside of metro Minneapolis within 50-mile radius, standard auction rates will apply site: **Not to Exceed \$100.00.**
3. Basic cleaning (Wash and Vacuum) of a Forfeiture Vehicle: **\$37.00.**
4. Complete detail of a Forfeiture Vehicle (vacuum and shampoo carpets, detail interior, etc.): **\$85.00.**
5. Repair of a Forfeiture Vehicle: Shop Rates.
6. Sale by auction of a Forfeiture Vehicle: **\$125.00.**
7. Release of a Forfeiture Vehicle prior to auction: **\$50.00** redemption, fee plus any charges (i.e., transportation).
8. Storage fee if car is not sold within 90 days: **\$3.00/day. If vehicle is stored at auction for beyond 12 months: \$5.00/day, after 24 months \$10.00/day.**
9. Inventory fee for lease of personal property: **\$25.00.**

#### IV. TERMINATION

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to either party. The City reserves the right to cancel this Agreement at any time in the event of default or violation by ADESA of any provision of this Agreement. The City 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.

## **V. MISCELLANEOUS**

A. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.

B. This Agreement shall not be assignable except at the written consent of the City.

C. This Agreement represents the entire Agreement between ADESA and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

D. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

E. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary, modify their programs and activities so that discrimination based on handicap is eliminated."

F. The terms and conditions of this Agreement shall be binding on ADESA's successors and assigns and to the extent any assignee of ADESA.

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



CITY OF RICHFIELD

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Director of Public Safety Printed Name

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Director of Public Safety Signature

ADESA MINNEAPOLIS General Manager

DATED: 11/15/2021

BY: DAVID CLAXTON

ADESA Minneapolis General Manager Name

DATED: 11/15/2021

BY: 

ADESA Minneapolis Signature



**STAFF REPORT NO. 171**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
11/16/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of the purchase of five (5) Ford Hybrid SUV Police Interceptor vehicles for Public Safety from Tenvoorde Ford, Inc., for \$187,331.90 plus tax, title, and license fees.**

**EXECUTIVE SUMMARY:**

Five Public Safety Department Police Interceptor vehicles are scheduled to be replaced in 2022. These vehicles are replaced after three years due to:

- Average mileage of 50,000 miles; and
- Significant engine idle time and subsequent wear accumulated over the three year lifespan.

The vehicles that are replaced are rotated into use as general purpose fleet vehicles and are used by the following Divisions:

- Inspections
- Engineering
- Utilities
- Forestry
- Parks and Recreation

After these vehicles have reached the end of their useful lifespan as a general purpose fleet vehicle they are then sold at auction.

**RECOMMENDED ACTION:**

**By Motion: Approve the purchase of five (5) Ford Hybrid SUV Police Interceptor vehicles for Public Safety from Tenvoorde Ford, Inc., for \$187,331.90 plus tax, title, and license fees.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

See executive summary.

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

- The City of Richfield participates in the Minnesota State Cooperative Purchasing Program.
- Tenvoorde Ford, Inc., is included in the Minnesota State Cooperative Purchasing Program.

**C. CRITICAL TIMING ISSUES:**

- Due to COVID-19 and current global supply chain disruptions, Public Works staff has been advised by vehicle dealers to order their Hybrid Police Interceptors as far in advance as possible.
- Approval of the purchase of these vehicles at the November 23, 2021 City Council meeting will ensure they are delivered and paid for in the year in which they were budgeted (2022).

**D. FINANCIAL IMPACT:**

- The purchase of these Hybrid Police Interceptors is identified in the 2021R-2022P Central Garage capital outlay budget (61000-7500) in the amount of \$250,000.
- The excess funds identified in the Central Garage capital outlay budget will be used to outfit the vehicles with additional necessary equipment such as:
  - light bars
  - radios
  - cameras

**E. LEGAL CONSIDERATION:**

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

**WORK SESSION STAFF REPORT NO. 172****CITY COUNCIL MEETING****11/23/2021**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
11/16/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021**ITEM FOR COUNCIL CONSIDERATION:****Public hearing regarding municipal consent for the I-494: Airport to Highway 169 Project 1 proposed final layout.****EXECUTIVE SUMMARY:**Public Hearing

MnDOT Project Staff will provide a short presentation prior to the public hearing. The public outreach strategy & comments received to date regarding the 494 Project 1 are attached to this staff report and will provide valuable context prior to the public hearing. The video that was featured at the October 13 Public Information Meeting can be viewed at <https://www.youtube.com/watch?v=1T9d2wxCe6U>.

Municipal Consent Process

The MnDOT proposed final layout for Project 1 of the I-494 Corridor Vision was received by the City of Richfield on September 24, 2021 for municipal consent. The municipal consent process is designed to give municipalities another opportunity to provide formal input into the project design. According to state law, the City has a right to review and approve or disapprove the project's proposed final layout.

Minnesota Statutes 161.164 requires that the City Council conduct a public hearing on the proposed final layout as part of the municipal consent process. More information on municipal consent is included in the "I-494: Airport to Highway 169 Project 1 Municipal Consent" brief attached to this staff report.

**RECOMMENDED ACTION:****Conduct and close the public hearing regarding municipal consent for the I-494: Airport to Highway 169 Project 1 proposed final layout.****BASIS OF RECOMMENDATION:****A. HISTORICAL CONTEXT**

Project 1 will construct an E-Z Pass lane on I-494 from TH 100 to I-35W in each direction, Phase 1 of the turbine interchange at the I-494/I-35W interchange, and access changes and replacement of the bridges at Nicollet, Portland, and 12th Avenues. A new pedestrian/bicycle bridge near Chicago Avenue

will also be constructed over I-494. Construction will include replacement of existing pavement, drainage, construction of retaining walls, sidewalks, bike lanes, signing, lighting, and traffic management.

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

Minnesota Statutes, sections 161.162 through 161.167 govern the municipal consent process for MnDOT projects that involve the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality which alter access, increase or reduce traffic capacity, or require acquisition of permanent rights-of-way.

The proposed I-494: Airport to 169 Project 1 triggers the statutory municipal consent process because it alters highway access, adds additional capacity, and requires the acquisition of permanent rights-of-way.

**C. CRITICAL TIMING ISSUES:**

**I494 “Project 1” Municipal Consent Schedule:**

September 24: City receives final layout from MnDOT

October 13: Public Information Open House, Bartholomew room, 3:30-6:30pm

October 20: City Council Work Session, 5:00pm

November 23: Public Hearing: City Council Meeting 7:00pm

February 8: (Option 1) City Council Municipal Consent Approval/Disapproval

February 22: (Option 2) LATEST City Council Municipal Consent Approval/Disapproval

February 23: Statutory deadline for Municipal Consent Approval/Disapproval (Day 150). If no official City Council action is taken by this date, the proposed project layout is considered approved.

**D. FINANCIAL IMPACT:**

- None as it relates to the municipal consent process.
- The City will have some local cost-share for the project as a whole, and for City-requested features such as enhanced/additional pedestrian and bicycle amenities, visual quality elements, pavement rehabilitation on local roads, and City utility improvements beyond those required for the project. The local cost share is preliminarily estimated to be about \$1.5 million which could be paid for using Municipal State Aid funds and utility funds.

**E. LEGAL CONSIDERATION:**

- The municipal consent process is governed by Minnesota Statutes, sections 161.162 through 161.167.
- Legal notice of the public hearing was published on:
  - October 21
  - October 28
  - November 4
  - November 11
  - November 18

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

MnDOT Project Staff Amber Blanchard and/or Andrew Lutaya.

**ATTACHMENTS:**

Description	Type
❑ 494 Municipal Consent Public Outreach and Comments	Exhibit
❑ Municipal consent process background	Exhibit

## **Comments Received to Date**

### **Comments Received During Richfield Open House for I-494 Project 1, October 13, 2021**

- *"I'm overjoyed that a pedestrian bridge will be added at Chicago Ave. That will be a great addition to the neighborhood. I'm also pleased with the decisions on which street has access to 494. Great job!"*
- *"It is my opinion that going from 3 points of access in Richfield and Bloomington to just one is pretty unrealistic. During construction, please leave 12th and Nicollet accesses open while working on Portland. Transitions from one lane on Portland to major interstate access seems that will create a lot of potential for accidents/crashes."*
- *"Provide signage for businesses at Nicollet Ave and 12th Ave at 494. It is important to keep businesses open at these locations."*

### **Comments Received on Facebook posts promoting 10/13 Public Information Meeting**

- Out of the four Facebook posts advertising the Public Information Meeting across both pages, only one post generated comments. The comments were unrelated to the 494 project and were complaints or jokes related to roundabouts.

### **Comments Received on Facebook posts promoting 11/23 Public Hearing**

- To date (11/16), there have been four Facebook posts advertising the Public Hearing across both pages.
- Only one of these four posts have generated a comment (11/2, Sweet Streets):
  - *"Good thing we've been in the process of choking off all the main corridors into and out of the city the last few years! Great Job!"*
- There will be one more post on each page promoting the Public Hearing published on November 17—if any additional comments are received staff will bring them to the Public Hearing.

### **Comments Received by Richfield Transportation Engineer Ben Manibog**

- The Public Hearing legal notices, postcards, Facebook posts, advertisement & Sweet Streets website updates have all directed the public to submit comments directly to Richfield Transportation Engineer Ben Manibog via email or phone ([bmanibog@richfieldmn.gov](mailto:bmanibog@richfieldmn.gov) or 612-861-9792). As of 11/16, there have been no comments received to date regarding the 494 Project Municipal Consent Public Hearing.

## **Municipal Consent Public Outreach**

- **October 13 Public Information Meeting:**
  - 1/2 Page Sun Current advertisement published 10/7
  - 6,323 Postcards sent on 10/7 to addresses South of 73<sup>rd</sup> St./Diagonal Blvd.
  - Facebook posts:
    - City of Richfield Page posted on 10/11 & 10/12
    - Sweet Streets Page posted on 10/11 & 10/13
  - Sweet Streets website (project page and road work updates page)
  - [Click here to view the 494 Project 1 video prepared for the Public Information Meeting.](#)
- **November 23 Public Hearing:**
  - Public Hearing Legal Notice published in the Sun Current on 10/21, 10/28, 11/4, 11/11 & 11/18.
  - Facebook posts:
    - City of Richfield Page posted on 11/4, 11/10 & 11/17
    - Sweet Streets Page posted on 11/2, 11/8 & 11/17

## **I-494: Airport to Highway 169**

### **Project 1 Municipal Consent**

#### **Request for Municipal Consent**

Attached you'll find MnDOT's request for Municipal Consent (MC) of Project 1 as approved by the Policy Advisory Committee. The submittal of their MC package triggers the MC statute requiring local agencies to either approve or disapprove the project by February 22, 2022.

#### **Statutory Trigger for Municipal Consent**

[Minnesota Statutes, sections 161.162 through 161.167](#) governs the MC process for MnDOT projects that involve the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality which alter access, increase or reduce traffic capacity, or require acquisition of permanent rights-of-way.

The proposed I-494: Airport to 169 Project 1 triggers the statutory MC process because it alters highway access, adds additional capacity, and requires the acquisition of permanent rights-of-way.

Minnesota Statutes, section 161.164 describes the City's responsibilities and timeline for action for a project that triggers the MC statute:

1. The Municipality receives the final project layout and other required items from MnDOT;
2. Within 15 days of receiving the final layout, schedule a public hearing;
3. Provide at least 30 days' notice of the public hearing;
4. Within 60 days of receiving the final layout, conduct the public hearing; and
5. Within 90 days of the public hearing, approve or disapprove the layout by resolution (must be complete on or by day 150 from the receipt of final layout).

#### **Role of City Council**

The role of the City Council is to thoroughly vet the project with the interests of their Ward, the City, and the Region in mind. While the opportunity for public input and changes to most of the detailed project elements has passed, the City Council is now tasked with approving or disapproving the larger project as a whole on behalf of these stakeholders.

If the City Council approves the final layout or does not disapprove the final layout via resolution within 90 days from the date of the public hearing (item 5 above), the final layout is deemed approved and MnDOT may continue with project development.

If the City Council disapproves the final layout via resolution, MnDOT may make changes requested by the City, decide to not proceed with the project, or appeal the

final layout rejection via an appeal board. This appeal board process is described at length in Minnesota Statutes section [161.164, subdivision 2 & 3](#), & section [161.165](#).

### **Actions Following Disapproval**

Disapproval of the project would almost certainly result in MnDOT referring the final layout to the Appeal Board laid out in Minnesota Statutes, section [161.165](#) which would trigger a hearing within 30 days of referral. The Appeal Board would consist of one member appointed by MnDOT, one member appointed by the City, and one member appointed by mutual agreement of the City and MnDOT. In short, the Appeal Board could recommend:

1. Approval of the final layout and MnDOT would proceed with project development;
2. Approval of the final layout with changes and MnDOT could:
  - I. agree to the changes;
  - II. decide not proceed with the project; or
  - III. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so; or
3. Disapproval of the final layout and MnDOT could:
  - I. decide not to proceed with the project; or
  - II. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so.

If at any time in the Appeal Board process MnDOT agrees to layout changes that affect highway access, traffic capacity, or require additional acquisition of permanent rights-of-way, the final layout would be required to restart the entire Municipal Consent process described in the section titled “Statutory Trigger for Municipal Consent” above.

### **Considerations**

It is important that the City Council recognize the regional, State, and Federal significance of this project when considering authorizing MC. Staff is confident and genuinely believes that after years of work towards the larger “I-494 Vision” and Project 1 specifically, MnDOT has been responsive to Richfield’s concerns and that the final layout is agreeable to the future of our City. The collaborative nature of the intergovernmental I-494 Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC) has resulted in a Project 1 that is beneficial to all involved but perfect for none.





Metropolitan District  
1500 West County Road B2  
Roseville, MN 55113

September 24, 2021

Kristin Asher, P.E.  
City of Richfield – Public Works Director  
6700 Portland Ave  
Richfield, MN 55423

Dear Ms. Asher,

MnDOT is in the process of developing Project 1 of the I-494 Corridor Vision. Project 1 will construct an E-ZPass lane on I-494 from TH 100 to I-35W in each direction, a turbine interchange at the I-494 over I-35W interchange, and change access at Nicollet, Portland, and 12<sup>th</sup> Avenues. This work will also include the replacement of the bridges at Nicollet, Portland, and 12<sup>th</sup> Avenues, as well as construct a new pedestrian/bicycle bridge near Chicago Avenue. Construction will include replacement of existing pavement, drainage, construction of retaining walls, sidewalks, bike lanes, signing, lighting, and traffic management. Project 1 is being developed for a letting on April 19, 2023 as a design-build project.

Project 1 proposes the following benefits to the region:

- Reduce traffic congestion and improve reliability of the average rush-hour trip
- Improve safety for all modes
- Provide a transit advantage to increase the number of people who can be efficiently moved through the area
- Restore pavement to preserve infrastructure and provide a smoother ride
- Preserve existing bridges
- Improve drainage systems to reduce localized flooding and reduce run-off into the Minnesota River
- Improve connectivity for pedestrians and bicyclists crossing I-494

Project 1 is the first of four phases of the I-494 Corridor Vision Implementation Plan which looks to construct managed lanes from Highway 169 to the Minneapolis/St. Paul International Airport. The Implementation Plan was determined using a set of criteria which included constructability, community support, equity, asset management, cost/funding, and operations/safety.

MnDOT is asking the City of Richfield to approve the proposed layout as it requires the acquisition of right of way and is adding additional capacity. Municipal consent of MnDOT projects is described in Minnesota Statutes 161.162 through 161.167 (attached).

The deadlines (per MN Statute 161.164) for the City's responsibilities regarding municipal consent of the attached layout are as follows:

- Within 15 days of receiving the final layout, schedule a public hearing.
- Within 60 days of receiving the final layout, conduct the public hearing.
- Provide at least 30 days' notice of the public hearing.
- Within 90 days of the public hearing, approve or disapprove the layout by resolution.

MnDOT will attend the public hearing to present the final layout and answer questions, as required by statute.

At this point, the total participation required by the city is estimated to be approximately \$1,145,385 as identified in the attached estimate which is still being discussed with the cities and Hennepin County.

Any cost participation and identified maintenance responsibilities will be handled as part of a cooperative construction agreement developed between MnDOT and the City. I would be happy to work with you as we traverse our way through this process. MnDOT will be available to give presentations and/or answer any questions that you may have regarding Project 1 or this process.

Sincerely,

Amber Blanchard, P.E.

MnDOT Metro District Major Projects Manager/I494 Corridor Director

CC: Andrew Lutaya, MnDOT West Area Engineer/Project Manager  
April Crockett, MnDOT West Area Manager  
file

*Equal Opportunity Employer*



**STAFF REPORT NO. 173**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Nellie Jerome, Assistant Planner

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Acting Community Development Director  
11/15/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Second reading and summary publication of a proposed ordinance amending rules related to bicycle parking.**

**EXECUTIVE SUMMARY:**

In line with efforts to reduce transportation emissions (the biggest share of emissions affecting climate change) and to improve local public health and transportation accessibility, staff is proposing an update to the City's bicycle parking requirements. Staff reviewed neighboring cities' bicycle parking standards, a summary of which are attached, as well as the current requirements in Richfield. Our current standards require bike parking spaces at 5% of the number of required off-street auto parking spaces for any parking lot with over 20 auto spaces. This current standard does not distinguish between different land uses, and ties bicycle parking to auto parking. Neighboring cities like St. Louis Park, Eden Prairie, and Minneapolis have more dynamic and updated bicycle parking standards. Differing land uses have differing bicycle parking demands that are not necessarily correlated to vehicle travel.

Updating standards in the City of Richfield and tailoring them to different land use types and sizes, instead of tying them to an auto parking requirement, can assist in improved bicycle infrastructure. Planning for future transportation trends like electric bikes and other non-car transit is vital. The City of Richfield can make small changes in order to support major shifts in a more accessible and lower-emissions future.

A work session was held with the Planning Commission and the City Council on September 27, 2021. Staff heard from Council Members and Commissioners that increased bicycle parking was important for the City and that the Code should be updated with new requirements. Based on the research into neighboring cities' rules and the feedback from the work session, staff proposes the following:

**Bicycle Parking Requirements:**

- For residential uses with four or more dwelling units: one space per unit. If more than ten spaces are required, 90% of spaces must be located in an enclosed and secured area such as a bicycle storage room.
- Residential bicycle rooms shall include access to electricity. No more than 75% of required bicycle parking spaces may require the user to lift a bicycle into place.
- Restaurants or food and beverage service uses: the greater of four spaces or one space per 1,500

square feet of gross floor area.

- For retail and similar commercial uses: the greater of four spaces or one space per 2,000 square feet of gross floor area.
- For office or service uses: spaces equal to 10% of the total number of employees on site.
- For libraries, community centers, religious institutions, and similar uses: the greater of four spaces or 10% of the occupancy capacity of the main gathering space.
- For schools, one space per ten students.
- Bicycle parking in excess of the minimum requirement may be substituted for up to 5% of minimum off-street parking requirements. Four bicycle spaces is equivalent to one parking space.
- Public bicycle parking spaces may contribute to compliance with required bicycle parking when located adjacent to the property in question, with approval of the Community Development Director.
- With the permission of the City Engineer, required bicycle parking may be located in the public right-of-way.
- Bicycle parking spaces may be located off-site within 200 feet of the site, with approval of the Community Development Director.

At the October 25 Planning Commission meeting, Commissioners asked questions and provided feedback, ultimately voting unanimously to recommend approval of the updated rules. Staff has considered the feedback from the Commission and has included the following revisions, which are reflected in the attached ordinance amendment:

1. "Churches" was changed to "religious institutions"
2. Minimum requirements for libraries, community centers, religious institutions, and similar uses were changed from being based on the occupancy capacity of the building to being based on the occupancy capacity of the main gathering space.
3. Minimum requirements for schools were changed to one space per ten students, instead of being categorized with libraries, community centers, and religious institutions.
4. Added statement regarding the proper installation of bicycle racks.

## **RECOMMENDED ACTION:**

By motion:

1. Approve a second reading of the attached ordinance amending rules related to bicycle parking.
2. Approve a resolution authorizing summary publication of said ordinance.

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

None.

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

- Subsection 544.17 of the Richfield Zoning Code sets requirements for bicycle parking.
- 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.

### **C. CRITICAL TIMING ISSUES:**

None.

### **D. FINANCIAL IMPACT:**

None.

### **E. LEGAL CONSIDERATION:**

- Notice of the Planning Commission's public hearing was published in the Sun Current newspaper on October 14, 2021.
- The Planning Commission unanimously recommended approval at its October 25 meeting.
- A first reading of the proposed ordinance amendment was approved by the City Council on November 9.

## **ALTERNATIVE RECOMMENDATION(S):**

- Recommend revisions of the ordinance amendment as proposed; or,
- Recommend denial of an ordinance amendment modifying rules related to bicycle parking, thus maintaining the status quo.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description		Type
▣	Ordinance	Ordinance
▣	Summary Publication Resolution	Resolution Letter
▣	Notes on Comparative Cities	Backup Material

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

**AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE  
REGULATIONS FOR BICYCLE PARKING REQUIREMENTS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1                      Subsection 547.17 of the Richfield Zoning Code is related to Bicycle Parking

**Subdivision 1.** Purpose. In order to encourage and aid bicycling as a means of transportation for utilitarian and recreational trips for all residents, the Council finds that these requirements are necessary.

**Subd. 2.** Number of spaces required. ~~For auto parking lots with more than 20 parking spaces, bicycle racks shall be provided in the ratio of five (5) percent of the number of required off-street parking spaces.~~ This number can be reduced by the Director if proof can be provided that such spaces will not be used.

- a) For residential uses with four (4) or more dwelling units: one (1) space per unit.
- b) Restaurant or food and beverage service uses: the greater of four (4) spaces or one (1) space per one thousand five hundred (1,500) square feet of gross floor area.
- c) For retail and similar commercial uses: the greater of four (4) spaces or one (1) space per two thousand (2,000) square feet of gross floor area.
- d) For office or service uses: the greater of four (4) spaces or spaces equal to 10% of the total number of employees on site.
- e) For libraries, community centers, religious institutions, and similar uses: the greater of four (4) spaces or 10% of the occupancy capacity of the main gathering space.
- f) For schools, one (1) space per ten (10) students.
- g) Bicycle parking in excess of the minimum requirement may be substituted for up to five (5) percent of minimum off-street parking requirements. Four (4) bicycle spaces is equivalent to one (1) parking space.
- h) Public bicycle parking spaces may contribute to compliance with required bicycle parking when located adjacent to the property in question with approval of the Director.

**Subd. 3.** Location. Bicycling facilities shall be located conveniently near the major entrance(s) to the building. If more than ten (10) bicycle parking spaces are required for residential use, ninety (90) percent of spaces must be located in an enclosed and secured space such as a bicycle storage

room. With permission of the Director, bicycle parking spaces may be located off-site within two hundred (200) feet of the site. With the permission of the City Engineer, required bicycle parking may be located in the public right-of-way.

**Subd. 4.** Facilities. The bicycle facilities shall be installed per the manufacturer's specifications, and allow enough space around parked bicycles for user access and clearance. Facilities shall be designed to support the bicycle frame and not just one (1) wheel and shall be usable for cable or U-shaped locks. Residential bicycle rooms shall include access to electricity. No more than seventy-five (75) percent of required bicycle parking spaces may require the user to lift a bicycle into place.

## Section 2

Subsection 544.14 of the Richfield Zoning Code is related to vehicle parking and loading requirements

**Subd. 8.** Modification of number of required parking spaces.

- a) An applicant may request a modification of the minimum required number of parking spaces by submitting a study of anticipated parking demand. Parking studies shall be prepared by a professional engineer with expertise in traffic and parking analysis, unless an equally qualified individual is authorized by the Director.
- b) Bicycle parking in excess of the minimum requirement may be substituted for up to five (5) percent of minimum off-street parking requirements. Four (4) bicycle spaces is equivalent to one (1) parking space.
- ~~b~~ c) Parking may be reduced by ten (10) percent for development on any parcel which is located within one-fourth ( $\frac{1}{4}$ ) mile of a frequently operating transit line provided that separate pedestrian ways are provided which connect the parcel to a transit stop. A frequently operating transit line is defined as having:
  - i. Weekday frequency of two (2) runs/hour between 7:00 a.m. and 6:30 p.m.;
  - ii. Regularly scheduled service weekdays after 6:30 p.m.; and
  - iii. Some Saturday, Sunday, and holiday serviceThis reduction is in addition to reductions by PUD, and for shared parking.
- ~~c~~ d) Parking for retail and service uses may be reduced if on-street parking is adjacent to the parcel and where all of the following conditions exist:
  - i. The principal building is located within 20 feet of the front property line;
  - ii. No parking exists between the front face of the principal building and the street.

- iii. A sidewalk exists along all sides of the lot that abut a public street;
  - iv. A primary building entrance must face the street with parking; and
  - v. If the Council finds that such parking will not be detrimental to the surrounding neighborhood.
- d e) Sites where at least 20 parking spaces are required, and where at least one (1) street lot line abuts a transit street may substitute transit-supportive plazas for required parking as follows. Existing parking areas may be converted to take advantage of these provisions. Adjustments to the regulations of the paragraph are prohibited:
- i. Transit-supportive plazas may be substituted for up to ten (10) percent of the required parking spaces on the site;
  - ii. The plaza must be adjacent to and visible from the transit street. If there is a bus stop along the site's frontage, the plaza must be adjacent to the bus stop;
  - iii. The plaza must be at least 300 square feet in area and be shaped so that a 10'x10' square will fit entirely in the plaza; and
  - iv. The plaza must include all of the following elements:
    - 1) A plaza open to the public. The owner must record a public access easement that allows public access to the plaza;
    - 2) A bench or other sitting area with at least five (5) linear feet of seating;
    - 3) A shelter or other weather protection. The shelter must cover at least 20 square feet. If the plaza is adjacent to the bus stop, Metro Transit may need to approve the shelter; and
    - 4) At least ten (10) percent, but not more than 25 percent of the transit-supportive plaza must be landscaped. This landscaping is in addition to any other landscaping or screening required for parking areas by this Code.

Section 3                      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 23<sup>rd</sup> day of November, 2021.

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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 AMENDING THE RICHFIELD ZONING CODE  
REGULATIONS FOR BICYCLE PARKING REQUIREMENTS**

**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 RICHFIELD ZONING CODE  
REGULATIONS FOR BICYCLE PARKING REQUIREMENTS**

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

This ordinance updates bicycle parking requirements, in line with efforts to reduce transportation emissions (the largest share of emissions affecting climate change) and to improve public health and local transportation accessibility. The updated ordinance would require new developments to install bike parking racks in amounts based on the size and type of land use or the residential density, instead of the number of auto parking spaces on site.

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 23rd day of November, 2021.

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

ATTEST:

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

# Bike Parking Requirements Research

## **Best Practices**

Bicycle Security Advisors

<http://bicyclesecurityadvisors.com/best-practice-guides/parking/zoning-building-codes/>

## **Madison:**

[https://library.municode.com/wi/madison/codes/code\\_of\\_ordinances?nodeId=COORMAWIVOICH20--31\\_CH28ZOCOOR\\_SUBCHAPTER\\_28IGERE\\_28.141PALOST](https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH20--31_CH28ZOCOOR_SUBCHAPTER_28IGERE_28.141PALOST)

A minimum of two bicycle spaces (the equivalent of one two-sided bike rack) is required for nonresidential uses.

- *Three-family dwelling*: 1 per dwelling unit
- *Multi-family*: 1 per unit up to 2-bedrooms, ½ space per add'l bedroom; 1 guest space per 10 units
- *Library, museum*: 1 per 2,000 square feet floor area
- *Place of worship*: 1 per 50 seats or 75 lineal feet of seating area or 1 per 350 feet of floor area in main worship space
- *Schools, public and private Schools, arts, technical or trade*: 1 space per 5 students
- *Offices, etc.*: 1 per 2,000 sq. ft. floor area
- *Coffee shop, Restaurant, etc*: 5% of capacity of persons
- *Theater, assembly hall, concert hall*: 5% of the capacity of persons in the auditorium
- *Bicycle parking reduction*: Four (4) bicycle parking spaces above the minimum number required may be substituted for one (1) required automobile parking space. Availability, proximity, and use characteristics of public bike parking in the public right of way within two hundred (200) feet of the subject property, etc., are considered for a reduction.

## Bicycle Parking Design and Location:

- For all residential uses, including those in combination with other uses, at least 90% of required resident bicycle parking shall be designed as long-term parking. Any guest parking shall be designed as short-term parking. (all bicycle parking shall be ground mount non-vertical, and have a six foot vertical clearance.)
- For all other uses, at least 90% of all bicycle parking shall be designed as short-term parking
- Required short-term bicycle parking spaces shall be located in a convenient and visible area at least as close as the closest non-accessible automobile parking and within 100 feet of a principal entrance and shall permit the locking of the bicycle frame and one wheel to the rack and shall support a bicycle in a stable position.

**Edina:**

[https://library.municode.com/mn/edina/codes/code\\_of\\_ordinances?nodeId=SPBLADERE\\_CH36ZO\\_ARTXIISUDIRE\\_DIV2GEREAPALDIEXOTST\\_S36-1274SITRBIFA](https://library.municode.com/mn/edina/codes/code_of_ordinances?nodeId=SPBLADERE_CH36ZO_ARTXIISUDIRE_DIV2GEREAPALDIEXOTST_S36-1274SITRBIFA)

All nonresidential developments having an off-street automobile parking requirement of 20 or more spaces must provide off-street bicycle parking spaces where bicycles may be parked and secured from theft by their owners. The minimum number of bicycle parking spaces required shall be five percent of the automobile parking space requirement.

**Minneapolis:**

[https://library.municode.com/mn/minneapolis/codes/code\\_of\\_ordinances?nodeId=MICOOR\\_TIT20ZOC\\_O\\_CH541OREPALOMO\\_ARTIIISPOREPARE\\_541.320BIPARE](https://library.municode.com/mn/minneapolis/codes/code_of_ordinances?nodeId=MICOOR_TIT20ZOC_O_CH541OREPALOMO_ARTIIISPOREPARE_541.320BIPARE)

**541.320. - Bicycle parking requirements.**

- No more than 75% of required bicycle parking spaces may be provided in wall mounted racks that require the user to lift a bicycle into place
- Required short-term bicycle parking spaces shall be located in a convenient and visible area within 50 feet of a principal entrance.
- With the permission of the city engineer, required bicycle parking may be located in the public right-of-way.
- Public bicycle parking spaces may contribute to compliance with required bicycle parking when located adjacent to the property in question.
- Long-term bicycle parking spaces shall be located in enclosed and secured or supervised areas providing protection from theft, vandalism and weather and shall be accessible to intended users.
- Long-term bicycle parking for residential uses shall not be located within dwelling units or within deck or patio areas accessory to dwelling units.
- Not less than 50% of required long-term spaces shall be accessible without requiring the use of stairs or an elevator. Residential bicycle rooms shall include access to electricity. With permission of the zoning administrator, long-term bicycle parking spaces for non-residential uses may be located off-site within 300 feet of the site.
- Non-residential uses having 1,000 square feet or less shall be exempt from minimum bicycle parking requirements. Multiple-tenant or multiple-use buildings may exempt no more than four uses of 1,000 square feet or less from the minimum off-street bicycle parking requirement.
- All developments containing 200,000 square feet or more of new or additional gross floor area shall include bicycle parking spaces, shower facilities and clothing storage areas. This section shall not apply to buildings used primarily as hotels, retail, residential, or warehousing and storage.

Multiple-family dwelling, 4 units or more	1 space per dwelling unit	3
Congregate living	1 space per 4 beds provided the requirement shall not exceed 8 spaces	3
<i>All Commercial, Institutional, and Public uses having 1,000 sq. ft. or more shall <b>provide 3 short-term spaces</b> or the amount listed below, whichever is greater</i>		
Colleges and universities	3 spaces per classroom	1
School, grades K—12	3 spaces per classroom	1
Community center	6 spaces, or 1 space per 2,000 sq. ft. of GFA, whichever is greater	1
Community service facility	1 space per 5,000 sq. ft. of GFA	1
Library	1 space per 5,000 sq. ft. of GFA	1
Museum	1 space per 10,000 sq. ft. of GFA	2
Theater, indoor, provided live performances only	3 spaces, 1 space per 2,000 sq. ft. of GFA, whichever is greater	2
Grocery store	1 space per 2,000 sq. ft. of GFA	1
Offices	1 space per 4,000 sq. ft. of GFA	2
Hospital	As approved by C.U.P.	2

- 1- At least 50% of spaces are short-term
- 2- At least 50% of spaces are long-term
- 3- At least 90% of spaces are long-term

#### **St Louis Park:**

<https://www.stlouispark.org/home/showpublisheddocument/20183/637502896878730000>

#### *Residential Uses:*

- *Single-family and Two-family Uses.* No bicycle parking spaces are required.
- *Multiple dwelling.* One bicycle parking space per dwelling unit, plus one bicycle parking space per ten automobile parking spaces.

*Commercial, office and industrial uses:* Bicycle parking spaces equal to ten percent of the automobile parking space requirement, but not less than four bicycle parking spaces.

*Institutional Uses:* One bicycle parking space per ten automobile parking spaces, except that schools must provide one bicycle parking space per ten students.

#### **St. Paul**

[https://library.municode.com/mn/st.\\_paul/codes/code\\_of\\_ordinances?nodeId=PTIILECO\\_TITVIIIIZOCO\\_CH63ZOCOEGGEAP\\_ARTII63.200.PARE\\_S63.210BIPA](https://library.municode.com/mn/st._paul/codes/code_of_ordinances?nodeId=PTIILECO_TITVIIIIZOCO_CH63ZOCOEGGEAP_ARTII63.200.PARE_S63.210BIPA)

- (a) Bicycle parking required. Bicycle parking shall be provided according to the greater of the following:
  - Off-street parking facilities shall provide a minimum of one (1) secure bicycle parking space for every twenty (20) motor vehicle parking spaces, disregarding fractional bicycle spaces. A minimum of one (1) secure bicycle parking space shall be provided for an off-street parking facility with twelve (12) or more motor vehicle parking spaces; or

- For dwelling units, a minimum of one (1) secure bicycle parking space shall be provided for every fourteen (14) dwelling units. A fractional space up to and including one-half ( $\frac{1}{2}$ ) shall be disregarded, and any fraction over one-half ( $\frac{1}{2}$ ) shall require one (1) secure bicycle parking space.
- Bicycle parking may be substituted for up to ten (10) percent of minimum off-street parking requirements. For the purpose of calculating a substitution, two (2) secure bicycle lockers are the equivalent of one (1) parking space; four (4) spaces in a secure bicycle rack are the equivalent of one (1) parking space.

### **Eden Prairie**

[https://library.municode.com/mn/eden\\_prairie/codes/code\\_of\\_ordinances?nodeId=CH11LAUSREZO\\_S11.27TCTOCEDI](https://library.municode.com/mn/eden_prairie/codes/code_of_ordinances?nodeId=CH11LAUSREZO_S11.27TCTOCEDI) (Subd 12, C)

Off-Street Bicycle parking shall be provided at the following ratios at the time of initial certificate of occupancy and at the time of an enlargement of a structure:

- *Office* - minimum of ten (10) spaces, plus one (1) space per seven thousand five hundred (7,500) square feet of gross floor area.
- *Commercial* - minimum of ten (10) spaces, plus one (1) space per three thousand five hundred (3,500) square feet of gross floor area.
- *Public* - minimum of ten (10) spaces, plus one (1) space per three thousand five hundred (3,500) square feet of gross floor area.
- *Light Industrial* - minimum of ten (10) spaces, plus one (1) space per ten thousand (10,000) square feet of gross floor area.
- *Residential* - one (1) space per two (2) dwelling units.

### **Roseville**

[https://www.cityofroseville.com/DocumentCenter/View/27289/Title-10-Zoning\\_210226?bidId=](https://www.cityofroseville.com/DocumentCenter/View/27289/Title-10-Zoning_210226?bidId=)  
(1019.13, D)

Number of Required Bicycle Parking Spaces:

- Bicycle parking spaces equal to 10% of the automobile parking space requirement, but not less than four bicycle parking spaces.
- Exceptions:
  - Low-density Residential: No bicycle parking spaces are required.
  - Schools: Schools shall provide a minimum of 1 bicycle parking space per 10 students.



**STAFF REPORT NO. 174**  
**CITY COUNCIL MEETING**  
**11/23/2021**

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: Blanca Martinez Gavina, Equity Administrator

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/17/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the adoption of the proposed legislative priorities for 2022.**

**EXECUTIVE SUMMARY:**

Annually, the City of Richfield legislative priorities have been compiled in collaboration with various City departments and stakeholders. The priorities are a list of policy positions and measures the city supports at the state and regional level and bonding requests for city projects. This list of priorities is a summary document to help steer the City's legislative advocacy and outreach in the coming year.

In prior years, the City's legislative priorities summary document has been assembled by staff and review by City Council, but has never been formally adopted. City staff reviewed five comparable cities legislative processes, feedback from Richfield's contracted lobbyist and the League of Minnesota Cities (LMC), and has determined that best practice is for the City Council to adopt the legislative priorities formally. City staff has pulled together a proposed list of legislative priorities for the City Council to review.

Based on prior discussions with the LMC and Richfield's contracted lobbyist, it is recommended the City legislative platform includes 3-5 top priorities and that all items are within the scope of the City's purview. City staff is available to answer any questions City Council has on the priorities.

**Proposed Top Legislative Priorities**

**Support** a bonding bill that appropriates \$10,000,000 towards a new Wood Lake Nature Center facility. This beloved and vital regional asset, which serves a diverse demographic across the region, turned 50 years old in 2021 and is in need of a new building and improved trail system that meets the demands of its high-use, award-winning environmental education program and essential urban green space.

**Oppose** any legislative changes that would allow the sale of spirits or wine in grocery or convenience stores. The minimum age to purchase alcohol in Minnesota is 21 years old. The majority of current off-sale retailers do not allow persons under 21 to enter their facility to purchase any items, unless accompanied by an adult. Control of the sale of alcohol would become more difficult if grocery and convenience stores were allowed to sell alcoholic beverages.

**Oppose** legislation or rule change that limits local authority related to the decision-making functions performed by cities when setting city budgets to provide city services. The City supports authority for cities to

charge fees that are reasonably related to the cost of providing the service, permit or license. We oppose legislation that would require specific methods to pay for city services or would place caps on city fees.

Staff has also identified some additional legislative positions we wish to take, along with a vetted response, if the issue arises during the session. These legislative positions are included as attachments to this report.

### **Legislative Breakfast**

We will present the City's adopted legislative platform to elected representatives at the annual legislative breakfast scheduled from 7:45 a.m. through 9:15 a.m. on December 9th. The representatives will have time to ask staff follow up questions about the City's platform and present their priorities for the 2022 legislative session.

### **RECOMMENDED ACTION:**

**By Motion: Adopt the proposed legislative priorities for 2022. By adopting the legislative platform formally, the City Council shows these priorities are in the best interest of the community and provides increased visibility for the issues.**

### **BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

A Council work session was held on 11/9/21 where staff presented the City's proposed legislative priorities for 2022. City Council was able to review and discuss the 2022 legislative priorities before final adoption. Staff has made changes to the legislative priorities reflecting the discussion at the work session.

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

#### **C. CRITICAL TIMING ISSUES:**

#### **D. FINANCIAL IMPACT:**

There may be public expenditures associated with the priorities if specific projects are selected to receive the requested funding from the State. If that occurs, the actual funding structure will be presented at a future City Council meeting.

#### **E. LEGAL CONSIDERATION:**

### **ALTERNATIVE RECOMMENDATION(S):**

City Council may choose to not adopt the legislative priorities as a whole, or adopt a modified list of priorities.

### **PRINCIPAL PARTIES EXPECTED AT MEETING:**

### **ATTACHMENTS:**

Description	Type
2022 Legislative Priorities	Backup Material





# CITY OF RICHFIELD

## 2022 LEGISLATIVE POSITIONS

### THE CITY OF RICHFIELD...

**Support** legislation that addresses the widening existing economic, racial, health and education gaps for our most vulnerable communities. As a city, we are providing local tools and support for residents, but there is need for more relief and legislation beyond city-level jurisdiction. We continue to support collaborative efforts with its representatives on legislation that expands labor rights, housing affordability and protections, as well as access to affordable healthcare.

**Support** local officials who know what tools and programs best support our residents. We support local decision-making authority and oppose statutory changes that erode local authority and decision making.

**Oppose** the imposition of legislative mandates that increase local costs without a corresponding state appropriation or funding mechanism. Unfunded mandates may increase local property taxes and this additional cost impedes cities' ability to fund traditional services.

**Contact:** *Maria Regan Gonzalez, Mayor, 612-500-3862, [MRegan@richfieldmn.gov](mailto:MRegan@richfieldmn.gov)*  
*Katie Rodriguez, City Manager, 612-861-9702, [KRodriguez@richfieldmn.gov](mailto:KRodriguez@richfieldmn.gov)*

### TOP LEGISLATIVE PRIORITIES-

**Support** a bonding bill that appropriates \$10,000,000 towards a new Wood Lake Nature Center facility. This beloved and vital regional asset, which serves a diverse demographic across the region, is turning 50 years old this year and is in need of a new building and improved trail system that meets the demands of its high-use, award-winning environmental education program and essential urban green space.

**Oppose** any legislative changes that would allow the sale of spirits or wine in grocery or convenience stores. The minimum age to purchase alcohol in Minnesota is 21 years old. The majority of current off-sale retailers do not allow persons under 21 to enter their facility to purchase any items, unless accompanied by an adult. Control of the sale of alcohol would become more difficult if grocery and convenience stores were allowed to sell alcoholic beverages.

**Oppose** legislation or rule change that limits local authority related to the decision-making functions performed by cities when setting city budgets to provide city services. The City supports authority for cities to charge fees that are reasonably related to the cost of providing the service, permit or license. We oppose legislation that would require specific methods to pay for city services or would place caps on city fees.

**Contact:** *Katie Rodriguez, City Manager, 612-861-9702, [KRodriguez@richfieldmn.gov](mailto:KRodriguez@richfieldmn.gov)*  
*Chris Swanson, Management Analyst, 612-861-9712, [cswanson@richfieldmn.gov](mailto:cswanson@richfieldmn.gov)*



# CITY OF RICHFIELD

## 2022 LEGISLATIVE POSITIONS

### LEGISLATIVE POSITIONS

#### ADMINISTRATIVE SERVICES

- **Support** full reimbursement to cities for the cost of providing continued health insurance coverage for police and firefighters disabled or killed in the line of duty. From 7/1/17 to 7/1/21, the City paid \$221,883 towards continued health insurance benefits, of which only \$54,681 was reimbursed by the State.
- **Support** reimbursement to cities for the cost of covering employees who are out on military leave. While employees are out, cities have to pay for 5 paid military leave days in a calendar year. Additionally, cities are obligated to pay for employee coverage for military leave through overtime expenses. The City of Richfield has seen a number of employees out on military leave for an extended period of time, which leads to increased cost with no reimbursement.
- **Support** legislative action to address increasing workers' compensation costs, particularly rising medical costs related to COVID-19 and the presumptive clause for coverage for Police Officers and Firefighters for Post-Traumatic Stress Disorder (PTSD). Due to the rise in employee PTSD cases and their associated cost, we request a revision of the language currently in the Senate Bill and Department of Labor regulations in order to review the presumption in worker's compensation cases.
- **Support** policies that provide opportunities for employees diagnosed with PTSD to receive treatment for PTSD that could result in continued employment with the local government. We also support the League of Minnesota Cities duty disability working group recommendations relating to mental health wellness within local government.

Contact: *Katie Rodriguez, City Manager, 612-861-9702, [KRodriguez@richfieldmn.gov](mailto:KRodriguez@richfieldmn.gov)*

#### COMMUNITY DEVELOPMENT

- **Support** amending the TIF statute to allow 10% of units at 30% of the Area Median Income. We support the language proposed by the Local Initiatives Support Coalition.
- **Support** local autonomy in the development and approval of comprehensive plans and official controls. The City supports affordable housing and a diverse housing stock; however, creating regulations through zoning pre-emption bills is not the answer. Individual communities are in the best position to determine the specific tools and regulations, including Planned Unit Developments, necessary to encourage housing production and development.
- **Support** legislation for the preservation and rehabilitation of naturally occurring affordable housing properties.

Contact: *Community Development Director, John Stark, 612-861-9775, [JStark@richfieldmn.gov](mailto:JStark@richfieldmn.gov)*

#### FINANCE

- **Support** maintaining and increasing Local Government Aid.
- **Support** current formula and distribution of Fiscal Disparities and oppose shifting to fund projects.
- **Support** a fee increase or redistribution of fees for deputy registrars.
- **Support** state action to identify and strengthen state and local cybersecurity capabilities. We support funding to evaluate local government cyber vulnerabilities, single points of failure, and fixes, and, the ability for municipal governments to apply for grant funding or assistance to solve these weaknesses.

Contact: *Katie Rodriguez, City Manager, 612-861-9702, [KRodriguez@richfieldmn.gov](mailto:KRodriguez@richfieldmn.gov)*



# CITY OF RICHFIELD

## 2022 LEGISLATIVE POSITIONS

### FIRE

- **Support** local control of Emergency Medical Services (EMS). The current laws regulating EMS in Minnesota allow ambulance providers an exclusive Primary Service operating area (PSA). There are no response time requirements or oversight on ambulance billing rates in these PSAs. We support local control to determine who best able to provide EMS services in our community.
- **Support** continued funding of the Hometown Hero's Assistance Program (four million dollars per year in the base public safety budget).
- **Oppose** efforts to limit the use of residential fire sprinklers. We support working collaboratively with the stakeholders to provide the safest and most cost effective homes.

Contact: *Fire Chief, Mike Dobesh, 612-243-4502, [Mdobesh@richfieldmn.gov](mailto:Mdobesh@richfieldmn.gov)*

### LIQUOR

- **Oppose** the elimination of current Minnesota Law (Coleman Act) that allows an open wholesale system for alcoholic beverages (spirits). Elimination of the Coleman Act would result in exclusivity brand ownership and ultimately raise wholesale and retail consumer prices, compress the municipal liquor store's profit margins, and lower service levels in all distribution channels.

Contact: *Liquor Operations Director, Bill Fillmore, 612-861-9192, [BFillmore@richfieldmn.gov](mailto:BFillmore@richfieldmn.gov)*

### PUBLIC SAFETY

- **Support** Police Officer Safety, Health, and Wellness (Protecting the Protectors) legislation. This legislation is similar to the Hometown Heroes Act that was recently passed to protect the fire personnel. This legislation would provide law enforcement agencies with training for emotional resiliency and understanding of trauma. Additionally, it would create peer support groups, provide mental health checks/therapy, suicide prevention/awareness and family support.
- **Support** a statewide solution to better track racial disparities in traffic enforcement, like including race in driver's license and state identification card databases. We recognize the importance of having good data to evaluate systems and to build trust with the community.
- **Support** legislation that provides a way for all persons to obtain a Driver License (regardless of citizenship status.) Individuals will learn the rules of the road and become qualified to safely operate a motor vehicle. As a licensed driver they also will need to obtain auto insurance.
- **Support** the **Arbitration Revision Act**, creating a more objective arbitration process by having the Office of Administrative Hearings handle all the police officer termination grievances.
- **Support** the **Officer Integrity Act**, allowing for a Minnesota Licensed Peace Officer to be terminated from public employment without opportunity to challenge the remedy of termination should the basis for termination be willful or intentional dishonesty, deception, or similar unethical or illegal conduct that is deemed sufficient to imperil their credibility in court testimony. We oppose limiting an officer's due process right to arbitration.

Contact: *Public Safety Director, Jay Henthorne, 612-861-9828, [JHenthorne@richfieldmn.gov](mailto:JHenthorne@richfieldmn.gov)*



# CITY OF RICHFIELD

## 2022 LEGISLATIVE POSITIONS

### PUBLIC WORKS

- **Support** a maximum local contribution to County and State projects and limit long-term maintenance responsibility placed on local agencies. Cost participation requirements related to trunk highways and county state aid projects place too high of a burden on local units.
- **Support** state-wide, comprehensive and stable funding sources to address Minnesota's aging infrastructure (water, wastewater, stormwater, transportation, etc.) to ensure Minnesota communities remain a great place to live and competitive place to do business.
- **Support** state laws that provide limited liability to commercial salt applicators that are certified through an established voluntary salt applicator certification program.
- **Support** legislation requiring proper labeling of disposable wipes as "not flushable" to avoid excessive public dollars being spent on unnecessary maintenance and sewage backups related to the misrepresentation that these wipes are flushable.
- **Support** opportunities to increase safety in work zones.
- **Oppose** any legislation or rule change that limits local authority related to use of public rights-of-way (small cell, for example).

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### RECREATION AND SUSTAINABILITY

- **Support** continued funding of the Hennepin County Sports Grant Program that has been an instrumental resource in helping support athletic facilities and athletic programs in Richfield.
- **Support** continued funding of the Outdoor Recreation Grant Program through the Minnesota Department of Natural Resources which has aided in the success of recreational facility creation and improvements.
- **Support** continued funding of the Mighty Ducks Grant Program through the State of Minnesota, acting through its agency, the Minnesota Amateur Sports Commission. This program is vital for ice arenas across the state to become for environmentally and financially sustainable through the conversion of R-22 refrigeration systems to modern cooling operations.
- **Support** efforts for the proper labeling of compostable products and not allow products with misleading claims to be sold or distributed in the State.
- **Support** legislation that would designate all solid waste taxes generated to the state's Select Committee on Recycling and Environment fund to support sustainability efforts.
- **Support** Hennepin County funding that would expand infrastructure at the local level for the creation of compost processing sites and/or anaerobic digesters.
- **Support** legislation that includes Extended Producer Responsibility initiatives requiring manufacturers to finance all costs associated with collection, reusing, recycling, or safe disposal of their products such as carpets, mattresses, and electronics.
- **Support** the development of and funding for zero-waste initiatives that involve stakeholders in the expansion of strategies and incentives to manage all discarded materials to their highest and best use according to the waste management hierarchy set forth in the Waste Management Act that will help local units of government reach recycling and composting goals.

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