



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

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2632 369 3070 and password: 1234.

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

Approval of the Minutes of the (1) City Council Work Session of November 28, 2023; (2) Special City Council Meeting of November 28, 2023; and (3) City Council Meeting of November 28, 2023.

AGENDA APPROVAL

1. Approval of the Agenda

PRESENTATIONS

2. Presentation of the Edwina Garcia Community Builder Award and proclamation to BJ Skoog.
3. **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 to approve the renewal of the 2024 licenses for On-Sale Intoxicating, Club, Wine and 3.2 Percent Malt Liquor licenses.

On-Sale Intoxicating/Club/Sunday License Holders

El Tejaban
Fireside Foundry
Frenchman's Pub
Giordano's
Los Sanchez Taqueria
Lyndale Smokehouse
Pizza Luce

Protagonist Kitchen and Bar
V.F.W. (Club)

On-Sale Wine, On-Sale 3.2 Percent License Holders

Davanni's
Joy's Pattaya
Kataki
My Burger
Patrick's Bakery
Red Pepper
Sandy's Tavern
Toma Mojo Grill

Staff Report No. 165

- B. Consider to approve the renewal of the 2024 licenses for Off-Sale 3.2 Percent Malt Liquor and Secondhand Goods Dealers doing business in Richfield.

Secondhand Goods Dealers

GameStop
Wedding Day Diamonds

Licenses to sell 3.2 Percent Malt Liquor - OFF SALE

Assal/Winner Gas/Pump N Munch
La Vaquita 2
La Vaquita Short Stop
Portland Food Mart
Target Corporation

Staff Report No. 166

- C. Consider the adoption of a resolution accepting grants and donations received by the Richfield Recreation Services and Community Development Department in 2023 and authorizing staff to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.

Staff Report No. 167

- D. Consider approval of a resolution establishing a new Special Revenue Fund to track receipt and spending of one-time public safety aid included in 2023 MN State omnibus tax bill.

Staff Report No. 168

- E. Consider approval of a resolution establishing a Street Light User Fee Fund to track operations of the street lighting system.

Staff Report No. 169

- F. Consider approval of the Covid-19 Response Services Agreement first amendment with the City of Bloomington.

Staff Report No. 170

- G. Consider approval of a fourth amendment to the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2024.

Staff Report No. 171

- H. Consider the approval of a resolution of opposition of proposed legislation HR 3557 ("American Broadband Act of 2023") that would limit cities' rights-of-way compensation and management authority, zoning powers, cable franchising authority, and property rights and would provide broadband providers an unprecedented access to state and local public property without any requirement to serve "unserved" and "underserved" community members.

Staff Report No. 172

- I. Consider approval of a contract with Flock Safety and the Richfield Department of Public Safety for implementation of cameras throughout the City.

Staff Report No. 173

- J. Consider approval of a contract renewal with Adesa Minneapolis for 2023-2024 for auctioning forfeited vehicles from Public Safety/Police.

Staff Report No. 174

- K. Consider the adoption of a resolution authorizing Richfield Public Safety/Police Department to accept donations from the listed agencies, businesses and private individuals for designated uses.

Staff Report No. 175

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

PUBLIC HEARINGS

- 5. Public hearing and consider to approve the renewal of 2024 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

Staff Report No. 176

OTHER BUSINESS

- 6. Consider confirmation of the appointment of Karl Huemiller as Recreation Services Director for the City of Richfield.

Staff Report No. 183

- 7. Consider approval of an agreement between the City of Richfield and HGA for professional services in the design of Wood Lake Nature Center.

Staff Report No. 177

PROPOSED ORDINANCES

- 8. Consider approval of the second reading of an ordinance amending Section 1305 of the Richfield City Code, authorizing the City Engineer to set speed limits on municipal roadways.

Staff Report No. 178

- 9. Consider a second reading and summary publication of an ordinance amendment to allow micro units as an accessory use to approved religious institutions.

Staff Report No. 179

RESOLUTIONS

- 10. Consider adoption of a resolution rescinding the designation of Lyndale Avenue from 62nd Street to 77th Street as an "urban district" pursuant to Minnesota Statutes, Section 169.14, effective June 15, 2024.

Staff Report No. 180

- 11. Consider alternative to the staff recommendation to set the speed limit on 76th and 77th Streets to 35 miles per hour and adopt a resolution designating 76th Street from Xerxes Avenue to 77th Street and 77th Street from 76th Street to Highway 77 an "urban district" pursuant to Minnesota Statutes, Section 169.14, and set the speed limit at 30 miles per hour effective June 15, 2024.

Staff Report No. 181

- 12. Consider resolutions approving the 2023 Revised/2024 Proposed budgets, tax levy and related resolutions.

Staff Report No. 182

CITY MANAGER'S REPORT

- 13. City Manager's Report

CLAIMS AND PAYROLLS

- 14. Claims and Payroll

COUNCIL DISCUSSION

- 15. Hats Off to Hometown Hits

- 16. Adjournment

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



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

November 28, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 5:45 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Mayor; Sean Hayford O'leary; Simon Trautmann; and Sharon Christensen

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Chris Swanson, Management Analyst; Jay Henthorne, Police Chief

Guests: Kyle Whyte, FLOCK safety systems

ITEM #1	PRESENTATION AND DISCUSSION ON FLOCK SAFETY FOT IMPLIMENTATION WITHIN THE COMMUNITY. WORK SESSION STAFF REPORT NO. 40
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City Manager Rodriguez turned the presentation over to Chief Henthorne.

Chief Henthorne introduced the topic. He provided a summary of FLOCK cameras and what they can do. He talked about the city's history with mobile license readers. He noted that technology has been mounted on Richfield's police cars in the past but due to the rising costs the department has been exploring other options.

Chief Henthorne said that after further research and discussion with other agencies, they identified FLOCK cameras as the top option. Chief Henthorne believes that, with the rise of car thefts and number of guns they are recovering, it's important to have something in place soon. He hopes these technologies will be able to help address any crimes in the future. Chief Henthorne talked about an experience Richfield recently had with other jurisdictions and their FLOCK system and how it helped track down a criminal in another state.

Chief Henthorne talked about the experience seen by other chiefs have seen with these camera systems and how they have had a lot of success with retail crime and stolen vehicles. He then turned the presentation over to Kyle Whyte, FLOCK safety systems, who introduced himself. Mr. Whyte noted he has worked with many other state and local law enforcement agencies. He said FLOCK safety systems started about 6 years ago in Atlanta. He talked about how local police were relying on RING doorbells cameras to assist in tracking crime. The company found that license plates

would be better for solving crimes. The company looked at creating a camera that could read plates at a lower cost than traditional cameras. Mr. Whyte provided the council with a rundown of the products available. He noted these can provide 24/7 coverage and real time alerts about hot (stolen car) lists and amber alerts. Mr. Whyte outlined how these cameras cannot track people, do not have facial recognition, cannot be used for traffic enforcement, and not used for ticketing. This just captures what vehicle traveled past what point at a specific time. Mr. Whyte also noted that the city would own the data and that information is not sold to outside groups.

Mayor Supple asked about the real time alerts and how they work. Mr. Whyte stated this list is updated every day, 4 times a day, so is a powerful tool. Council Member Christensen asked where the cameras would be located. Mr. Whyte said these cameras are traditionally located on major thoroughfares, highways etc. basically the main arteries in and out of the city.

Mr. Whyte provided additional information about the FLOCK system. He outlined how all the installation and maintenance work is done by their company. He also discussed how the permitting works for the initial rollout of the product. He noted they manage their own permits for utility work, including bringing in their own poles or attaching to existing utility poles.

Mr. Whyte talked about how these products can prevent and eliminate crime. He said these cameras can help proactively monitor the cars entering the city, allow staff to investigate more effectively, and serve as a deterrent once people notice there are cameras installed. He reminded the council that no individual's face or body is scanned, this is all based on the plate and the vehicle description.

Mr. Whyte outlined the privacy settings for the flock cameras. He again noted that the city owns the data which has a 30 data retention, after which the information is automatically deleted. He noted how this system helps take bias out of policing by just focusing on the make of the vehicle in question. He noted this system is compliant with all states laws and tracks all the searches in an internal logbook. He also noted this hardware is already in 4,000 cities nationwide.

Council Member Trautmann noted he had many questions. His first question, understanding how the system works, he wanted to know if the system actively checks for, say, a stolen car. Mr. Whyte said the state system would create an alert. This notice goes out across all jurisdictions that have FLOCK installed and would be tagged if the vehicle passed by one of these cameras. Council Member Trautmann's second question is about the data retention policy, he wanted to know how this would interface with federal programs trying to monitor undocumented community members. Mr. Whyte said that if a federal agency wanted to get access to this data they would need to go through the city. Chief Henthorne noted that they already have a policy in place from the car mounted readers and noted that this data retention schedule removed material sooner than their current practice. Council Member Hayford Oleary asked if it was true that the subpoena needs to go through the owner of the data. Chief Henthorne noted that because the city owns the data the subpoena would need to go through the city.

Council Member Hayford Oleary asked about the internal search trail and how we would audit. Chief Henthorne noted the searches would need to follow current city policy. He said he would need to look at the policy and how it would apply to this new system. Mr. Whyte noted that other agencies do weekly or monthly checks. Council Member Hayford Oleary asked about how accurate this is at reading license plates. Mr. Whyte noted there is a high level of accuracy (typically over 90%) for the cameras. Council Member Hayford Oleary asked if there was a continues video feed for the cameras. Mr. Whyte said the cameras just took a single image and reminded the council there is not a search filter for individuals. Council Member Hayford Oleary asked if 100 percent of the data was deleted after 30 days. Mr. Whyte confirmed that was true unless the agency saved a specific group of info.

Council Member Trautmann said he would be curious about the remedies included in the contract if there was a data breach or if the company's system failed to follow the 30-day retention

timeframe. He also asked if FLOCK had any data breaches in the past. Mr. Whyte said that they have not had a data breach. He noted their systems are on Amazon servers which have a high level of encryption. Council Member Trautmann said he was supportive of this technology but still has some concerns about what level of government can access this data. Mr. Whyte said he would investigate this matter and provide the council with an answer later.

Mr. Whyte went over some examples for when FLOCK cameras helped solve crimes. This included several examples from Wisconsin, Texas, and California. Also noted that FLOCK is good for silver alerts. He talked about how this technology will help close more cases, drop crime rates, and make the community measurably safer.

Council Member Christensen asked about the timeline for rolling out these technologies. Chief Henthorne anticipated early 2024. Council Member Trautmann talked about how this could have helped in investigating the murder of Jonathan O'Shaughnessy.

City Manager Rodriguez summarized the presentation and confirmed the two items the council wanted additional follow up on.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:23 pm.

Date Approved: December 12, 2023

Mary B. Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special Council Meeting

November 28, 2023

CALL TO ORDER

Mayor Mary Supple called the meeting to order at 6:30 p.m. in the Council Chambers.

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

Council Members Absent: Ben Whalen

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

ITEM #1	CONDUCT A TRUTH IN TAXATION PUBLIC HEARING REGARDING THE 2024 PROPERTY TAX LEVY AND 2023 REVISED/2024 PROPOSED BUDGET AND PROPOSED 2024 UTILITY RATES. STAFF REPORT NO. 164
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Mayor Supple began the meeting and turned the discussion to City Manager Rodriguez. City Manager Rodriguez introduced the item and turned the presentation over to Finance Director Verma.

Finance Director Verma reviewed the timetable and key events of the Levy along with:

- Key issues for 2023/2024
- History of state aid
- Forecast of City Reserves
- 2024 Proposed Preliminary Levy
- Gross Tax Levy History
- 2024 Proposed Levy Impact on the average home
- 2024 Proposed General Fund Budget
- General Fund History
- General Fund Revenues
- 2024 Proposed Budget General Fund Revenues
- General Fund Expenditures
- 2024 Proposed Budget General Fund Expenditures
- Staffing Updates

Council Member Trautmann thanked staff for their work and asked them to provide a summary of what intermunicipal loans are in the revenue side. Finance Director Verma stated that these are funds from other government agencies, including LGA. Mayor Supple pointed out the transfers out of reserves to make sure the ice arena and pool fund are in the black. City Manager Rodriguez noted that, over time, we're paying down the funds and these transfers just make that process more transparent. The

mayor and members of council thanked staff for the work of putting the difficult budget together. She then opened the public hearing. No one spoke at the public hearing.

M/Supple S/ Hayford Oleary to close the public hearing.

Motion carried: 4-0

M/Christensen S/ Hayford Oleary to schedule final action on the 2024 property tax levy and 2023 Revised/2024 Proposed Budget and proposed 2024 utility rates at the December 12, 2023, council meeting.

Motion carried: 4-0

Item #2	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 6:45 p.m.

Date Approved: December 12, 2023

Mary B. Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

November 28, 2023

CALL TO ORDER

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

Council Members Present: Mary Supple, Mayor; Sharon Christensen; Simon Trautmann; and Sean Hayford O'leary

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Melissa Poehlman, Community Development Director Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Kristin Asher, Public Works Director; Karl Huemiller, Acting Recreation Services Director; Rachel Lindholm, Sustainability Specialist; and Chris Swanson, Management Analyst

Others Present: Walter Burk, Human Rights Chair; Amanda Kueper, Sustainability Commission Chair

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple reviewed the options to participate:

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

Rod Sather, 63rd and Thomas, stated he believed it was time for the City to establish rules and regulations regarding short-term rentals and noted Edina and Bloomington currently prohibited such rentals.

Ashley Tomechko thanked the Council for their consideration of Astra Commons, which demonstrated a commitment to inclusivity. She believed this project would have a positive impact on the lives of many young people in the community.

LaVonne Garcia thanked the Council for their support of Astra Commons.

Reverend Hope Hutchinson, Richfield United Methodist Church, stated the level of support people need in the community was high and the need for affordable housing with supportive services on site is what they saw every day. She thanked the city for showing people they are welcome in the community and hearing the Astra Commons proposal.

Larry Ernster, 6727 Elliott Avenue, stated once the city accepted the initial plan for micro units and determined it qualified as a sacred community, he felt they would lose control of that community. He believed they were labeling homeless encampments as sacred communities. He asked why the city would authorize uncontrolled development without regard for planning density, permeable soil environmental considerations, or design. He asked if the city had done an environmental impact statement on the ordinance change. He asked what this was going to cost residents. He requested the Council vote down the micro unit ordinance until there was more research.

Mary Best, 6727 Elliot Avenue, read a statement from Alex Asmus who inquired about the change in the TIF district. He asked if the agreement returned the \$900,000. He believed it was a liberal use of TIF in multifamily projects.

Mary Best commented on the Truth and Taxation meeting and the residents' concern about tax increases and believed the liberal use of TIF was adding an additional tax burden on the residents. She asked if the city could afford to keep spending without knowing if what they were doing was working. She asked if they were moving too quickly and was there data the residents could access and understand.

APPROVAL OF MINUTES

M/Hayford Oleary, S/Christensen to approve the minutes of the: (1) City Council Work Session of November 14, 2023; (2) City Council Meeting of November 14, 2023; (3) Special City Council Meeting of November 11, 2023.

Motion carried: 4-0

ITEM #1	APPROVAL OF THE AGENDA
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M/Trautmann, S/Hayford Oleary to approve the agenda.

Motion carried: 4-0

ITEM #2	HUMAN RIGHTS COMMISSION ANNUAL PRESENTATION BY CHAIR WALTER BURK
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Human Rights Commissioner Chair Walter Burk gave the annual Human Rights Commission presentation.

Council Member Trautmann gave praise and gratefulness to the Commission. He thanked the Commissioners for their great work and leadership.

Mayor Supple echoed Council Member Trautmann's comments and thanked the Commission for their leadership.

ITEM #3	SUSTAINABILITY COMMISSION ANNUAL PRESENTATION BY CHAIR AMANDA KUEPER
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Sustainability Commission Chair Amanda Kueper gave the annual Sustainability Commission presentation.

Mayor Supple thanked the Commission for their work.

Council Member Trautmann echoed Mayor Supple’s comment and lifted them up for having a specific vision for the city and working towards it.

ITEM #4	CONSENT CALENDAR
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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 2023 Annual Gala taking place December 2, 2023 (Staff Report No. 154)
- B. Consider the approval of setting a public hearing at to be held on December 12, 2023, to consider the renewal of the Pawnbroker and Secondhand Goods Dealer license for 2024 for Metro Pawn and Gun, Inc. (Staff Report No. 155)
- C. Consider the approval of the first reading of an ordinance amendment to allow micro units as an accessory use to religious institutions and schedule a second reading for December 12, 2023. (Staff Report No. 156)
- D. Consider a modification to the Tax Increment Financing Plan, Tax Increment Financing District 2018-1, RF64, withdrawing parcels from the District (Staff Report No. 157)

RESOLUTION NO. 12146

RESOLUTION APPROVING THE REMOVAL OF PARCELS FROM THE 2018-1 RF64 TAX INCREMENT DISTRICT

- E. Consider a resolution designating the existing structure at 500 – 78th Street East as structurally substandard within the Richfield Redevelopment Project Area. (Staff Report No. 158)

RESOLUTION NO. 12147

RESOLUTION DESIGNATING BUILDINGS AS STRUCTURALLY SUBSTANDARD WITHIN THE RICHFIELD REDEVELOPMENT PROJECT

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

Mayor Supple asked staff for an explanation on the TIF. Director Poehlman replied one of the questions brought up at Open Forum was if a part of the contract would be refunded. She noted the note was never issued and the developer did take the risk on when the pay go note was issued. She indicated if the project did not go forward, there was no note issued and no increment was generated

and given to the applicant, so there was nothing to recoup. She noted the units would come onto the tax rolls like any other non-subsidized development.

Council Member Hayford Oleary confirmed that they had received a first note and built a proportionate number of income restricted units. Director Poehlman responded that was correct and the first half of the development met affordability requirements and a note was issued, which has generated some increment. She indicated if the district did not generate enough increment to pay them the City was not on the hook for that and it would be a loss for the developer.

Council Member Hayford Oleary reiterated they got the affordable units.

Motion carried: 4-0

ITEM #6	PUBLIC HEARING AND CONSIDER THE SECOND READING OF THE PROPOSED FRANCHISE ORDINANCE AND AGREEMENT WITH CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”) ALLOWING AND SETTING TERMS FOR CENTERPOINT ENERGY’S USE OF THE CITY RIGHT-OF-WAY (STAFF REPORT NO. 159)
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Council Member Trautmann presented Staff Report 159 and opened the public hearing.

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

Motion carried: 4-0

M/Trautmann, S/Christensen to approve the second reading of the proposed Franchise Ordinance and Agreement with CenterPoint Energy Minnesota Gas (“CenterPoint Energy”) allowing and setting terms for CenterPoint Energy’s use of the City right-of-way and approve the Resolution Authorizing Publication of said Ordinance.

BILL NO. 2023-14

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF RICHFIELD, COUNTY OF HENNEPIN, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

RESOLUTION NO. 12148

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE

Motion carried: 4-0

ITEM #7	CONSIDER A REQUEST FOR A COMPREHENSIVE PLAN AMENDMENT, A SECOND READING OF AN ORDINANCE REZONING THE SUBJECT PROPERTY, PRELIMINARY PLAT, SITE PLAN APPROVAL AND TWO VARIANCES, FOR 38 UNITS OF AFFORDABLE HOUSING AT 6613-6625 PORTLAND AVENUE SOUTH (STAFF REPORT NO. 160)
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Hayford Oleary presented Staff Report 160.

Mayor Supple stated Council Member Whalen had sent some comments to the City that he wanted to have read.

Council Member Trautmann read Council Member Whalen's comments noting his full support of the Astro Commons proposed project because of the housing shortages in the State. He encouraged the Council Members to vote in favor of moving ahead.

Mayor Supple asked for the comprehensive plan vote, would they need two-thirds vote, or only simple majority. City Attorney Tietjen responded it could be done by simple majority, or three-fifth's vote.

M/Hayford Oleary, S/Trautmann to adopt a resolution amending the City's comprehensive plan changing the designation of 6613-6625 Portland Avenue South to "High Density Residential"

RESOLUTION NO. 12149

RESOLUTION AMENDING THE CITY'S COMPREHENSIVE PLAN CHANGING THE DESIGNATION OF 6613-6625 PORTLAND AVENUE SOUTH TO "HIGH DENSITY RESIDENTIAL"

Council Member Trautmann stated he felt emotional about this and thanked everyone in the audience who were in support of this project. He indicated the lot had sat empty for years and he hoped the vote went well as a lot of new neighbors would be welcomed to the City. He believed this was a great project and he was honored to support it. He stated this was not a homeless encampment.

Mayor Supple believed this was an appropriate amendment to the Comprehensive Plan, and this was on the lower end of the high density. She stated she was in support of the Resolution.

Motion carried: 4-0

M/Hayford Oleary, S/Trautmann to approve a second reading of an Ordinance rezoning the subject property, preliminary plat, site plan approval and two variances, for 38 units of affordable housing at 6613-6625 Portland Avenue South

BILL NO. 2023-15

AN ORDINANCE RELATING TO ZONING; AMENDING APPENDIX I OF THE RICHFIELD CITY CODE BY REZONING 6613-6625 PORTLAND AVENUE SOUTH FROM MULTI-FAMILY RESIDENTIAL (MR-2) TO MIXED USE – NEIGHBORHOOD (MU-N)

Mayor Supple believed this was a good zoning change as it allowed more flexibility so the building could be moved closer to the front part of the lot. She indicated this would address the neighborhood's concerns about having space between the tall building and their homes.

Motion carried: 4-0

M/Hayford Oleary, S/Christensen to adopt Resolution granting approval of a preliminary plat for Aster Commons and Resolution approving a Site Plan and two variances for Aster Commons Housing at 6613-6625 Portland Avenue South.

RESOLUTION NO 12150

**RESOLUTION GRANTING APPROVAL
OF A PRELIMINARY PLAT
FOR ASTER COMMONS**

AND

RESOLUTION NO 12151

**RESOLUTION APPROVING A SITE PLAN
AND TWO VARIANCES
FOR ASTER COMMONS HOUSING
AT 6613-6625 PORTLAND AVENUE SOUTH**

Council Member Hayford Oleary stated he supported the project and thanked everyone for showing up today and for the neighbors who had reached out to him with their concerns. He indicated while he would be supporting this, but he was disappointed in the approach the City was taking and while he appreciated the flexibility they were offering with reduced parking and reduced setbacks, he wished they had taken an approach of allowing that for future projects and not just making an exception for this project. He indicated if a similar modest density building like this came forward again, he expected the City to treat it the same way, even if it was not a developer with the same community that Beacon had. He noted he was a bit wistful that they were not using this as an opportunity to address the need for transit oriented, affordable housing, but he believed this was a great project and it was a wonderful use of that site and he was glad to support it.

Mayor Supple thanked everyone who was in attendance and all the neighbors who got involved in the discussion. She noted one of the things they have struggled with was finding ways to have affordable housing that was at 30 percent or less of the AMI, and this was a wonderful opportunity to provide that.

Motion carried: 4-0

ITEM #8	CONSIDER A SECOND READING AND SUMMARY PUBLICATION OF AN ORDINANCE AMENDMENT TO SECTION 408.01, SUBDIVISION 6, CLARIFYING THAT ESCROWS SUBMITTED UNDER THE POINT OF SALE PROGRAM CAN BE SUBJECT TO FORFEITURE IF IMPROVEMENTS ARE NOT MADE, AND TO SECTION 408.01, SUBDIVISION 4, CORRECTING A CODE REFERENCE RELATING TO THE APPEALS PROCESS. (STAFF REPORT NO. 161)
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Hayford Oleary presented Staff Report 161.

Director Poehlman stated they had identified several escrows, those escrows were relatively small and they were reaching out attempting to get those escrows returned. She noted the new software would help them do a better job of tracking and automate it for them and it was important to have this in the Ordinance so they could take those funds.

M/Hayford Oleary, S/Christensen to approve a second reading of an amendment to Section 408 of the ordinance code of the City of Richfield relating to the Certification of Housing Maintenance Compliance and approve the Resolution approving summary publication of an amendment to Section 408 of the Ordinance Code of the City of Richfield relating to the Certificate of Housing Maintenance Compliance.

BILL NO. 2023-16

**AMENDMENT TO SECTION 408
OF THE ORDINANCE CODE OF THE
CITY OF RICHFIELD RELATING TO THE CERTIFICATE OF HOUSING
MAINTENANCE COMPLIANCE**

AND

RESOLUTION NO. 12152

**APPROVING SUMMARY PUBLICATION
OF AN AMENDMENT TO SECTION 408 OF THE ORDINANCE CODE
OF THE CITY OF RICHFIELD RELATING TO THE CERTIFICATE OF
HOUSING MAINTENANCE COMPLIANCE**

Motion carried: 4-0

ITEM #9	CONSIDER THE APPOINTMENTS TO THE CITY ADVISORY BOARD AND COMMISSIONS. (STAFF REPORT NO. 162)
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Christensen presented Staff Report 162.

M/Christensen, S/Hayford Oleary to approve the appointments to the City advisory board and commissions.

Council Member Hayford Oleary thanked everyone who applied and showed up to talk to them, and to serve the community.

Mayor Supple stated it was inspiring to do the interviews and then hear the reports from the Commissions with all of the work they were involved in.

Motion carried: 4-0

ITEM #10	CONSIDER A RESOLUTION AFFIRMING THAT ASTER COMMONS RECEIVED APPROVALS FROM THE CITY AND IS AUTHORIZED TO APPLY FOR AN ENVIRONMENTAL RESPONSE FUND GRANT FROM HENNEPIN COUNTY FOR ENVIRONMENTAL ASSESSMENT. (STAFF REPORT NO. 163)
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Council Member Christensen presented Staff Report 163.

M/Christensen, S/Hayford Oleary to adopt a resolution affirming that Aster Commons received approvals from the City and is authorized to apply for an environmental response fund grant from Hennepin County for environmental assessment.

RESOLUTION NO. 12153

**RESOLUTION AFFIRMING APPROVAL OF ASTER COMMONS AND AUTHORIZING
BEACON INTERFAITH HOUSING COLLABORATIVE TO APPLY FOR A GRANT FROM
HENNEPIN COUNTY'S ENVIRONMENTAL RESPONSE FUND**

Mayor Supple asked what was the next steps for the project. Director Poehlman responded there were still two actions to be decided with one for the HRA who will have to agree to sell Beacon the land, and the final plat would still need to be approved by the Council once the building permits had been applied for.

Motion carried: 4-0

ITEM #11	CITY MANAGER’S REPORT
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City Manager Rodriguez shared information regarding Mr. Sather’s concerns about short-term rentals. She indicated staff was doing research on this, including what other cities had in place. With respect to Kathleen Balaban’s concerns about the termination of the Whitecaps Agreement, those concerns were addressed at the previous Council meeting. She noted with respect to Ms. Balaban’s disagreeing that City employees could make decisions on speed limits, that issue was also addressed at the previous Council meeting. She stated there were two people that spoke in favor of Aster Commons last week also.

ITEM #12	CLAIMS AND PAYROLL
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M/Trautmann, S/Christensen that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>11/24/2023</u>
A/P Checks: 325194-325314	\$523,609.88
Payroll: 183607-183927, 43677-43731	<u>\$783,152.74</u>
TOTAL	\$1,306,762.62

Motion carried: 4-0

ITEM #13	HATS OFF TO HOMETOWN HITS
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Council Member Trautmann gave hats off to Our Family who did geocaching at Woodlake Nature Center this week .

Council Member Hayford Oleary stated he was going to be on an upcoming discussion panel talking about what Richfield had done making housing more affordable.

Council Member Christensen gave hats off to the upcoming next three Saturdays for the indoor winter market at Veterans Park.

Mayor Supple stated there was a gathering of authors at the Community Center last weekend. She indicated applications were now open through December 15 for the HRA and EDA.

ITEM #14	ADJOURNMENT
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M/Trautmann, S/Hayford Oleary to adjourn the meeting at 8:11 p.m.

Motion carried: 4-0

Date Approved: December 12, 2023

Mary B. Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



Proclamation of the City of Richfield

WHEREAS, BJ Skoog has received the third annual Edwina Garcia Community Builder Award for his commitment to the Richfield community; and

WHEREAS, BJ Skoog grew up in Richfield, graduated from RHS in 2008, earned a BA in Organizational Communication from Bethel University in 2012, and, with his wife Lexi, is proud to call Richfield home; and

WHEREAS, BJ has served both professionally and personally, in the areas of community engagement, education, and youth development for over a decade, primarily in Richfield; and

WHEREAS, BJ is the Founder & Executive Director of Richfield Leadership Network (RLN), a nonprofit dedicated to strengthening community connectedness within Richfield; and

WHEREAS, BJ's vision for RLN began in 2019 with efforts focused on highlighting local Richfield leaders. In 2022, RLN expanded its area of impact by partnering with the Twin Cities Social Cohesion Initiative. The three areas of focus for the RLN are now: Community Connectivity, Community Leadership, and Community Space; and

WHEREAS, BJ strives to be a "Relational Router", and centers his work around 4 C's: connectivity, collaboration, creativity, and community. He believes in the interconnectedness of these four words/ideas; and

WHEREAS, BJ serves on the Community Services Commission (CSC) and is the CSC's liaison to the Arts Commission. He sits on the board for Richfield Penn Fest, as well as M Health Fairview's Community Advisory Committee; focused on community health and health equity; and

WHEREAS, when not focused on his day job, BJ can be found raising funds for projects like murals in the city or new basketball rims through his annual "Hoop Local" tournament, which raised thousands of dollars for Richfield Parks; and

WHEREAS, BJ has been previously recognized with the following awards: *Caring Community Member* (2014), *Award for Community Agent* (2019), and *Community Service of the Year* (2022).

Now, THEREFORE, I Mary Supple, Mayor of the City of Richfield and the Richfield Council Members do hereby award you this Proclamation for your service demonstrating your commitment to the core values of the City of Richfield.

PROCLAIMED this 12th day of December 2023.

Mary B. Supple, Mayor



STAFF REPORT NO. 165
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
 Jay Henthorne, Director of Public Safety/Chief of Police
 11/29/2023

OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

N/A
 Katie Rodriguez, City Manager
 12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider to approve the renewal of the 2024 licenses for On-Sale Intoxicating, Club, Wine and 3.2 Percent Malt Liquor licenses.

On-Sale Intoxicating/Club/Sunday License Holders

El Tejaban
 Fireside Foundry
 Frenchman's Pub
 Giordano's
 Los Sanchez Taqueria
 Lyndale Smokehouse
 Pizza Luce
 Protagonist Kitchen and Bar
 V.F.W. (Club)

On-Sale Wine, On-Sale 3.2 Percent License Holders

Davanni's
 Joy's Pattaya
 Katakai
 My Burger
 Patrick's Bakery
 Red Pepper
 Sandy's Tavern
 Toma Mojo Grill

EXECUTIVE SUMMARY:

Staff completed a staff report for each business at the time they originally applied for and received Council approval to serve On-Sale Intoxicating, Club, Sunday Sales, On-Sale Wine and On-Sale 3.2 Percent Malt Liquor at their businesses in the City of Richfield. This is simply a request to renew their annual license for 2024. There is not a public hearing requirement for renewals for these types of licenses. The businesses named in this report are presented for Council's approval.

The Public Safety Director has reviewed the background information and attached documents for said

businesses and approves of its contents and sees no basis for denial.

RECOMMENDED ACTION:

By motion: Approve the 2024 renewal of named business licenses for On-Sale Intoxicating, Club, Sunday Sales, On-Sale Wine and On-Sale 3.2 Percent Malt Liquor establishments doing business in Richfield.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The listed businesses current licenses will expire on December 31, 2023.
- All named businesses have paid the licensing fee(s).
- All named businesses have liquor liability insurance.
- All named businesses real estate taxes are paid and current.
- All named businesses gave an accountant's statement.

Chipotle will not be renewing their On-Sale Wine and On-Sale 3.2 Percent Malt Liquor.

The Public Safety background investigation has been completed for all businesses. The results of the investigations are summarized in an attachment to this report. The Public Safety Director has reviewed the information in the background investigation reports. There is no information in the investigation that shows any cause for recommending denial of the requested licenses.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The business licensing renewal process is standard business for the City.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- All businesses must annually request renewal of their On-Sale Intoxicating, Club, Sunday Sales, On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses to the City Council.
- Businesses must meet the requirements for renewal of their licenses.

D. CRITICAL TIMING ISSUES:

There are no additional critical timing issues.

E. FINANCIAL IMPACT:

All license fees must be paid and application forms submitted in order to be considered for license renewal.

F. LEGAL CONSIDERATION:

There are no additional legal issues.

ALTERNATIVE RECOMMENDATION(S):

Deny the request for the renewal of 2024 licenses for On-Sale Intoxicating, Club, Sunday Sales, On-Sale Wine and On-Sale 3.2 Percent Malt Liquor establishments doing business in Richfield. This would result in the applicants not being able to conduct business related to the license within the City in 2024; however, there have been no issues with any of these listed establishments and the Public Safety Department has found no reason to deny any of the requested licenses.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Businesses have been notified of the date of presentation to the City Council but are not required to attend.

ATTACHMENTS:

Description	Type
□ Background summaries for 2024 liquor renewals	Backup Material



**SUMMARY OF BACKGROUND INVESTIGATION
FOR DAVANNI'S, INC.
d/b/a DAVANNI'S PIZZA AND HOT HOAGIES**



Officers:

Robert Stupka- Owner/President
Gladstone Stenson- Owner/CEO
Kristina Silva- Owner
Katherine Stenson Elmer- Owner
Douglas Martin – General Manager

Criminal History:

The following criminal histories reflect the previous and current year.
Robert Stupka has no known criminal record. Gladstone Stenson has no known criminal record. Kristina Silva has no known criminal record. Katherine Stenson Elmer has no known criminal record. Douglas Martin, who serves as the General Manager, has no known criminal record.

Premises:

Rich D, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 5 Public Safety/Police contacts with Davanni's from October 2022 through September 2023. This compares with 8 for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Davanni's Pizza and Hot Hoagies was December 17, 2022.

Routine Information:

On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owner of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Wine and 3.2 Percent Malt Liquor licenses.

DAVANNI'S, INC.
d/b/a DAVANNI'S PIZZA AND HOT HOAGIES

Directors and Officers

Robert Stupka	Owner/President
Gladstone Stenson	Owner/CEO
Kristina Silva	Owner
Katherine Stenson	Owner
Douglas Martin	General Manager

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	8	5
<u>CRIMINAL CONTACTS</u>	4	2
Incidents (see bottom of page for specifics)	(3)	(0)
Alarm	(0)	(0)
Traffic	(1)	(2)
<u>MISC. NON-CRIMINAL</u>	4	3
Assists	(0)	(1)
Inspections/Licensing	(1)	(1)
Medical/Fire	(0)	(0)
Miscellaneous	(0)	(1)

The criminal contacts from October 2022 through September 2023 were: 1 hit and run, and 1 traffic stop.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR EL TEJABAN MEXICAN RESTAURANT, LLC
d/b/a EL TEJABAN MEXICAN GRILL**



Officers:

Rosa Isela Zambrano- Owner
Miguel Angel Hernandez- Owner

Criminal History:

The following criminal histories reflect the previous and current year.
Miguel Hernandez has no known criminal record. Rosa Zambrano, who also serves as the General Manager, has no known criminal record.

Premises:

Brixmor Spe 1, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 8 Public Safety/Police contacts with El Tejaban Mexican Grill from October 2022 through September 2023. This compares with 14 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

There have been no violations for the sale of alcohol to underage youth at El Tejaban Mexican Grill.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Intoxicating and Sunday Liquor licenses.

**EL TEJABAN MEXICAN RESTAURANT, LLC
d/b/a EL TEJABAN MEXICAN GRILL**

Directors and Officers

Miguel Hernandez Owner
Rosa Zambrano Owner

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	14	8
<u>CRIMINAL CONTACTS</u>	6	4
Incidents (see bottom of page for specifics)	(4)	(2)
Alarm	(1)	(0)
Traffic	(1)	(2)
<u>MISC. NON-CRIMINAL</u>	8	4
Assists	(0)	(3)
Inspections/Licensing	(0)	(0)
Medical/Fire	(1)	(0)
Miscellaneous	(7)	(1)

The criminal contacts from October 2022 through September 2023 were: 1 traffic violation, 1 traffic stop, and 2 thefts.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR THOMPSON'S FIRESIDE PIZZA, INC.
d/b/a FIRESIDE FOUNDRY**



Officers:

Richard Thompson- Owner

Criminal History:

The following criminal histories reflect the previous and current year. Richard Thompson, who also serves as the General Manager, has no known criminal record.

Premises:

Richard Thompson is the owner of the property. All payments are current.

Record of Service Calls:

There were 9 Public Safety/Police contacts with Fireside Foundry from October 2022 through September 2023. This compares with 5 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Thompson's Fireside Foundry was December 17, 2022.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Intoxicating and Sunday Liquor licenses.

**THOMPSON'S FIRESIDE PIZZA, INC.
d/b/a FIRESIDE FOUNDRY**

Directors and Officers

Richard Thompson Owner

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	5	9
<u>CRIMINAL CONTACTS</u>	4	4
Incidents (see bottom of page for specifics)	(3)	(3)
Alarm	(1)	(0)
Traffic	(0)	(1)
<u>MISC. NON-CRIMINAL</u>	1	5
Assists	(0)	(1)
Inspections/Licensing	(0)	(0)
Medical/Fire	(0)	(2)
Miscellaneous	(1)	(2)

The criminal contacts from October 2022 through September 2023 were: 1 harassment, 1 hit and run, 1 theft, and 1 disturbance.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR FRENCHMAN'S PUB, INC.
d/b/a FRENCHMAN'S**



Officers:

Mary Christine Blake - Owner
Peter Reid - Owner
Patricia Reid – General Manager

Criminal History:

The following criminal histories reflect the previous and current year.
Mary Christine Blake has no known criminal record. Peter Reid has no known criminal record. Patricia Reid, who serves as the General Manager, has no known criminal record.

Premises:

Mary Christine Blake Trust is the owner of the property. All payments are current.

Record of Service Calls:

There were 34 Public Safety/Police contacts with Frenchman's from October 2022 through September 2023. This compares with 25 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Frenchman's was June 8, 2004.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal on On-Sale Intoxicating and Sunday Liquor sales.

**FRENCHMAN'S PUB, INC.
d/b/a FRENCHMAN'S**

Directors and Officers

Mary Christine Blake	Owner	Owner
Peter Reid	Owner	
Patricia Reid		General Manager

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	25	34
<u>CRIMINAL CONTACTS</u>	16	20
Incidents (see bottom of page for specifics)	(11)	(15)
Alarm	(3)	(4)
Traffic	(2)	(1)
<u>MISC. NON-CRIMINAL</u>	9	14
Assists	(0)	(1)
Inspections/Licensing	(0)	(1)
Medical/Fire	(4)	(7)
Miscellaneous	(5)	(5)

The criminal contacts from October 2022 through September 2023 were: 1 auto theft, 4 commercial alarms, 9 disturbances, 1 hit and run, 1 unwanted guest, 1 fraud, 2 assaults, and 1 traffic stop.



**SUMMARY OF BACKGROUND INVESTIGATION
FOR VPC RICHFIELD PIZZA, LLC
d/b/a GIORDANO'S OF RICHFIELD**



Officers:

Yorgo Koutsogiorgas – CEO & President
Steve Baldasti – Secretary
Ehrick Holland – General Manager

Criminal Histories:

The following criminal histories reflect the previous and current year. Yorgo Koutsogiorgas has no known criminal record. Steve Baldasti has no known criminal record. Ehrick Holland, who serves as the General Manager, has no known criminal record.

Premises:

DRFC Southdale Square, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 3 Public Safety/Police contacts with Giordano's of Richfield from October 2022 through September 2023. This compares with 8 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Giordano's was November 3, 2021.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Intoxicating and Sunday Liquor licenses.

VPC RICHFIELD PIZZA, LLC
d/b/a GIORDANO'S OF RICHFIELD

Directors and Officers

Yorgo Koutsogiorgas	President
Steve Baldasti	Secretary
Ehrick Holland	General Manager

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
TOTAL CONTACTS	8	3
CRIMINAL CONTACTS	3	0
Incidents (see bottom of page for specifics)	(3)	(0)
Alarm	(0)	(0)
Traffic	(0)	(0)
<u>MISC. NON-CRIMINAL</u>	5	3
Assists	(0)	(0)
Inspections/Licensing	(1)	(0)
Medical/Fire	(0)	(0)
Miscellaneous	(4)	(3)



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR JOY'S PATTAYA THAI RESTAURANT, LLC
d/b/a JOY'S PATTAYA THAI RESTAURANT**



Officers:

Dale Mueller- Owner
Joy Mueller- Owner

Criminal History:

The following criminal histories reflect the previous and current year.
Dale Mueller has no known criminal record. Joy Mueller, who also serves as the General Manager, has no known criminal record.

Premises:

JSB Corporation is the owner of the property. All payments are current.

Record of Service Calls:

There were 2 Public Safety/Police contact with Joy's Pattaya Thai Restaurant from October 2022 through September 2023. This compares with 1 contact for the previous year. A breakdown of these contacts is attached to this report.

Violations:

There have been no violations for the sale of alcohol to underage youth at Joy's Pattaya Thai Restaurant.

Routine Information:

On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Wine and 3.2 Percent Malt Liquor licenses.

**JOY'S PATTAYA THAI RESTAURANT, LLC
d/b/a JOY'S PATTAYA THAI RESTAURANT**

Directors and Officers

Dale Mueller	Owner
Joy Mueller	Owner

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	1	2
<u>CRIMINAL CONTACTS</u>	0	1
Incidents (see bottom of page for specifics)	(0)	(1)
Alarm	(0)	(0)
<u>MISC. NON-CRIMINAL</u>	1	1
Assists	(0)	(0)
Traffic	(0)	(0)
Inspections/Licensing	(0)	(1)
Medical/Fire	(0)	(0)
Miscellaneous	(1)	(0)

The criminal contacts from October 2022 through September 2023 were: 1 theft.



SUMMARY OF BACKGROUND INVESTIGATION REPORT FOR KATAKI



Officers:

Wenjing Liu – Owner/Manager

Criminal History:

The following criminal histories reflect the previous and current year.

Wenjing Liu has no known criminal record.

Premises:

Thuy Nguyen is the owner of the property. All payments are current.

Record of Service Calls:

There was 1 Public Safety/Police contact with Kataki from October 2022 through September 2023. This is the first year of operation.

Violations:

There have been no violations for the sale of alcohol to underage youth at Kataki.

Routine Information:

On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Wine and 3.2 Percent Malt Liquor licenses.

KATAKI

Directors and Officers

Wenjing Liu

Owner/Manager

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

<u>TOTAL CONTACTS</u>	<u>2023</u> 1
<u>CRIMINAL CONTACTS</u>	0
Incidents (see bottom of page for specifics)	(0)
Alarm	(0)
Traffic	(0)
<u>MISC. NON-CRIMINAL</u>	1
Assists	(0)
Inspections/Licensing	(0)
Medical/Fire	(0)
Miscellaneous	(1)



**SUMMARY OF BACKGROUND INVESTIGATION
FOR LOS SANCHEZ TAQUERIA II, LLC
D/B/A LOS SANCHEZ TAQUERIA**



Officers:

Flor Elena Aguilar Palma - Owner
Santiago Sanchez Ortiz- Owner

Criminal Histories:

The following criminal histories reflect the previous and current year. Flor Aguilar Palma has no known criminal record. Santiago Sanchez Ortiz, who also serves as the General Manager, has no known criminal record.

Premises:

Brixmor SPE 1, LLC, is the owner of the property. All payments are current.

Record of Service Calls:

There were 13 Public Safety/Police contacts with Los Sanchez Taqueria from October 2022 through September 2023. This compares with 16 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Los Sanchez Taqueria was December 17, 2022.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Intoxicating and Sunday Liquor licenses.

**LOS SANCHEZ TAQUERIA II, LLC
D/B/A LOS SANCHEZ TAQUERIA**

Directors and Officers

Flor Elena Aguilar Palma
Santiago Sanchez Ortiz

Owner
Owner

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	16	13
<u>CRIMINAL CONTACTS</u>	8	8
Incidents (see bottom of page for specifics)	(7)	(7)
Alarm	(1)	(1)
Traffic	(0)	(0)
<u>MISC. NON-CRIMINAL</u>	8	5
Assists	(0)	(1)
Inspections/Licensing	(1)	(2)
Medical/Fire	(1)	(2)
Miscellaneous	(6)	(0)

The criminal contacts from October 2022 through September 2023 were: 1 credit card fraud, 4 disturbances, 1 person with gun, 1 assault, and 1 commercial alarm.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR LYNDALE SMOKEHOUSE, LLC
d/b/a LYNDALE SMOKEHOUSE**



Officers:

Harshal Patel- President
Minesh Patel- Vice President
Brittany Lallak – General Manager

Criminal History:

The following criminal histories reflect the previous and current year.
Harshal Patel has no known criminal record. Minesh Patel has no known criminal record. Brittany Lallak, who serves as the General Manager, has no known criminal record.

Premises:

The property is owned by MOA Hospitality Group, LLC. All payments are current.

Record of Service Calls:

There were 71 Public Safety/Police contacts with Lyndale Smokehouse from October 2022 through September 2023. This compares with 129 contacts for the previous year. These public safety contacts also include the Four Points by Sheraton hotel, in which the restaurant is attached. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Lyndale Smokehouse was November 9, 2021.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Intoxicating and Sunday Liquor licenses.

**LYNDALE SMOKEHOUSE, LLC
d/b/a LYNDALE SMOKEHOUSE**

Directors and Officers

Harshal Patel	President
Minesh Patel	Vice President
Brittany Lallak	General Manager

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	129	71
<u>CRIMINAL CONTACTS</u>	32	30
Incidents (see bottom of page for specifics)	(30)	(30)
Alarm	(0)	(0)
Traffic	(2)	(0)
<u>MISC. NON-CRIMINAL</u>	97	41
Assists	(0)	(8)
Inspections/Licensing	(0)	(0)
Medical/Fire	(4)	(3)
Miscellaneous	(93)	(30)

The criminal contacts from October 2022 through September 2023 were: 8 disturbances, 1 theft from auto, 6 unwanted guests, 2 domestic, 1 warrant arrest, 2 damage to property, 4 trespassing, 1 assault, 4 thefts, and 1 threat of violence.



**SUMMARY OF BACKGROUND INVESTIGATION
FOR MY BURGER OPERATIONS, LLC
d/b/a MY BURGER**



Officers:

John Abdo - President
Paul Abdo - Vice President

Criminal Histories:

The following criminal histories reflect the previous and current year. John Abdo, who also serves as the General Manager, has no known criminal record. Paul Abdo has no known criminal record.

Premises:

Lyndale Station, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 3 Public Safety/Police contacts with My Burger from October 2022 through September 2023. This compares with 10 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at My Burger was November 3, 2021.

Routine Information:

On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Wine and 3.2 Percent Malt Liquor licenses.

**MY BURGER OPERATIONS, LLC
d/b/a MY BURGER**

Directors and Officers

John Lawrence Abdo
Paul Melvin Abdo

President
Vice President

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	10	3
<u>CRIMINAL CONTACTS</u>	2	2
Incidents (see bottom of page for specifics)	(1)	(1)
Alarm	(0)	(0)
Traffic	(1)	(1)
<u>MISC. NON-CRIMINAL</u>	8	1
Assists	(0)	(0)
Inspections/Licensing	(1)	(0)
Medical/Fire	(4)	(0)
Miscellaneous	(3)	(1)

The criminal contacts from October 2022 through September 2023 were: 1 disturbance and 1 traffic stop.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR PATRICK'S FRENCH BAKERY, INC.
d/b/a PATRICK'S BAKERY & CAFE**



Officers:

Patrick Bernet - Owner

Criminal History:

The following criminal histories reflect the previous and current year. Patrick Bernet, who also serves as the General Manager, has no known criminal record.

Premises:

DRFC Southdale Square, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 3 Public Safety/Police contacts with Patrick's Bakery & Cafe from October 2022 through September 2023. This compares with 9 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Patrick's Bakery & Cafe was November 3, 2021.

Routine Information:

On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Wine and 3.2 Percent Malt Liquor licenses.

**PATRICK'S FRENCH BAKERY, INC.
d/b/a PATRICK'S BAKERY & CAFE**

Directors and Officers

Patrick Bernet

Owner

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	9	3
<u>CRIMINAL CONTACTS</u>	4	1
Incidents (see bottom of page for specifics)	(2)	(1)
Alarm	(0)	(0)
Traffic	(2)	(0)
<u>MISC. NON-CRIMINAL</u>	5	2
Assists	(0)	(0)
Inspections/Licensing	(1)	(0)
Medical/Fire	(1)	(0)
Miscellaneous	(3)	(2)

The criminal contacts from October 2022 through September 2023 were: 1 theft from auto.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR PIZZA LUCE VII, INC.
d/b/a PIZZA LUCE**



Officers:

Joseph Baier- Owner, President
Scott Nelson- Owner, Vice President
Laura Hansen- Vice President, COO
Julie Haywood- Treasurer/Secretary
Scott Schierman – General Manager

Criminal History:

The following criminal histories reflect the previous and current year. Joseph Baier has no known criminal record. Scott Nelson has no known criminal record. Laura Hansen has no known criminal record. Julie Haywood has no known criminal record. Scott Schierman, who serves as the General Manager, has no known criminal record.

Premises:

JBB Properties, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 35 Public Safety/Police contacts with Pizza Luce VII, Inc. from October 2022 through September 2023. This compares with 39 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

There are no violations for the sale of alcohol to underage youth at Pizza Luce VII, Inc.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Intoxicating and Sunday Liquor licenses, with outside seating and the optional 2 a.m. closing.

**PIZZA LUCE VII, INC.
d/b/a PIZZA LUCE**

Directors and Officers

Joseph Baier	Owner, President
Scott Nelson	Owner, Vice President
Laura Hansen	Vice President, COO
Julie Haywood	Treasurer/Secretary
Scott Schierman	General Manager

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	39	35
<u>CRIMINAL CONTACTS</u>	21	18
Incidents (see bottom of page for specifics)	(9)	(15)
Alarm	(0)	(1)
Traffic	(12)	(2)
<u>MISC. NON-CRIMINAL</u>	18	17
Assists	(0)	(0)
Inspections/Licensing	(0)	(0)
Medical/Fire	(4)	(4)
Miscellaneous	(14)	(13)

The criminal contacts from October 2022 through September 2023 were: 1 commercial alarm, 2 DUI, 2 hit and run, 1 terroristic threat, 1 traffic violation, 1 unwanted guest, 5 traffic stops, 1 threat of violence, and 4 disturbances.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR DAGOBAH, LLC
d/b/a PROTAGONIST KITCHEN & BAR**



Officers:

Jahn Abraham Brink - Owner, President
Christopher Pejmon - Owner

Criminal History:

The following criminal histories reflect the previous and current year.
Jahn Abraham Brink has no known criminal record. Christopher Pejmon has no known criminal record.

Premises:

Woodlake Centre Mob LLC, Ryan Companies US Inc. is the owner of the property. All payments are current.

Record of Service Calls:

There were 0 Public Safety/Police contacts with Protagonist Kitchen & Bar from October 2022 through September 2023. This compares with 18 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

There are no violations for the sale of alcohol to underage youth at Protagonist Kitchen & Bar.

Routine Information:

On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Intoxicating and Sunday Liquor licenses, with outside seating and the optional 2 a.m. closing.

DAGOBDAH, LLC
d/b/a PROTAGONIST KITCHEN & BAR

Directors and Officers

Jahn Abraham Brink	Owner, President
Christopher Pejmon	Owner

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	18	0
<u>CRIMINAL CONTACTS</u>	6	0
Incidents (see bottom of page for specifics)	(5)	(0)
Alarm	(0)	(0)
Traffic	(1)	(0)
<u>MISC. NON-CRIMINAL</u>	12	0
Assists	(0)	(0)
Inspections/Licensing	(0)	(0)
Medical/Fire	(2)	(0)
Miscellaneous	(10)	(0)

There were no criminal contacts from October 2022 through September 2023.



**SUMMARY OF BACKGROUND INVESTIGATION
FOR HENRY THOU
d/b/a RED PEPPER CHINESE RESTAURANT**



Officers:

Henry Thou- Owner

Criminal History:

The following criminal histories reflect the previous and current year. Henry Thou, who also serves as the General Manager, has no known criminal record.

Premises:

DRFC Southdale Square, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There was 1 Public Safety/Police contact with Red Pepper Chinese Restaurant from October 2022 through September 2023. This compares with 3 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Red Pepper Chinese Restaurant was December 17, 2022.

Routine Information:

On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owner of the establishment.

There are no distance requirements to notify neighbors of the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses.

**HENRY THOU
d/b/a RED PEPPER CHINESE RESTAURANT**

Directors and Officers

Henry Thou Owner

PUBLIC SAFETY CONTACTS

October 2021 through September 2022

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	3	1
<u>CRIMINAL CONTACTS</u>	2	0
Incidents (see bottom of page for specifics)	(2)	(0)
Alarm	(0)	(0)
Traffic	(0)	(0)
<u>MISC. NON-CRIMINAL</u>	1	1
Assists	(0)	(0)
Inspections/Licensing	(0)	(1)
Medical/Fire	(0)	(0)
Miscellaneous	(1)	(0)

There were no criminal contacts from October 2022 through September 2023.



**SUMMARY OF BACKGROUND INVESTIGATION
FOR MOS EISLEY CANTINA, LLC
d/b/a SANDY'S TAVERN**



Officers:

Jahn Brink-- Owner
Christopher Pejmon - Owner

Criminal Histories:

The following criminal histories reflect the previous and current year. Jahn Brink has no known criminal record. Christopher Pejmon has no known criminal record.

Premises:

The applicant has provided a copy of the rental agreement showing Arbor Sandy's Properties, LLC, holding financial interest as lessor of the property.

Record of Service Calls:

There were 5 Public Safety/Police contacts with Sandy's Tavern from October 2022 through September 2023. This compares with 7 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

There have been no violations for the sale of alcohol to underage youth at Sandy's Tavern.

Routine Information:

On Sale Wine and 3.2 Percent Malt liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On Sale Wine and 3.2 Percent Malt Liquor licenses.



**SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR TOMA RICHFIELD LLC
dba TOMA MOJO GRILL**



Officers:

Paul Backer- Owner, Manager
Michael Knox – Partner, Operations Director

Criminal History:

The following criminal histories reflect the previous and current year.
Paul Backer has no known criminal record. Michael Knox has no known criminal record.

Premises:

MSP Venture Group, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 0 Public Safety/Police contacts with Toma Mojo Grill from October 2022 through September 2023. This is the first year of operation. A breakdown of these contacts is attached to this report.

Violations:

There have been no violations for the sale of alcohol to underage youth at Toma Mojo Grill.

Routine Information:

On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On-Sale Wine and 3.2 Percent Malt Liquor licenses.

**TOMA RICHFIELD LLC
dba TOMA MOJO GRILL**

Directors and Officers

Paul Backer Owner, Manager
Michael Knox Partner, Operations Director

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

<u>TOTAL CONTACTS</u>	<u>2023</u> 0
<u>CRIMINAL CONTACTS</u>	0
Incidents (see bottom of page for specifics)	(0)
Alarm	(0)
Traffic	(0)
<u>MISC. NON-CRIMINAL</u>	0
Assists	(0)
Inspections/Licensing	(0)
Medical/Fire	(0)
Miscellaneous	(0)

There were no criminal contacts from October 2022 through September 2023.



SUMMARY OF BACKGROUND INVESTIGATION REPORT FOR FRED BABCOCK V.F.W. POST NO. 5555



Officers:

William McGee- Commander
Richard Storlie – Quarter Master
Jeffrey Husaby – General Manager

Criminal History:

The following criminal histories reflect the previous and current year. William McGee has no known criminal record. Richard Storlie has no known criminal record. Jeffrey Husaby, who serves as the General Manager, has no known criminal record.

Premises:

Gramercy Park Cooperative at Lake Shore Drive is the owner of the property. All payments are current.

Record of Service Calls:

There were 25 Public Safety/Police contacts with Fred Babcock VFW 5555 from October 2022 through September 2023. This compares with 19 contacts for the previous year. A breakdown of these contacts is attached to this report.

Violations:

The most recent violation for the sale of alcohol to underage youth at Fred Babcock VFW 5555 was November 3, 2021.

Routine Information:

Club On-Sale Intoxicating and Sunday Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of Club On-Sale and Sunday Liquor licenses.

FRED BABCOCK VFW POST 5555

Directors and Officers

William McGee	Commander
Richard Storlie	Quartermaster
Jeffrey Husaby	General Manager

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	19	25
<u>CRIMINAL CONTACTS</u>	7	19
Incidents (see bottom of page for specifics)	(5)	(18)
Alarm	(1)	()
Traffic	(1)	(1)
<u>MISC. NON-CRIMINAL</u>	12	6
Assists	(0)	(0)
Inspections/Licensing	(1)	(0)
Medical/Fire	(5)	(1)
Miscellaneous	(6)	(5)

The criminal contacts from October 2022 through September 2023 were: 1 theft from auto, 1 traffic violation, 2 trespassing, 10 commercial alarms, 2 unwanted guest, 2 disturbances, and 1 theft.



STAFF REPORT NO. 166
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
11/29/2023
OTHER DEPARTMENT REVIEW: N/A
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider to approve the renewal of the 2024 licenses for Off-Sale 3.2 Percent Malt Liquor and Secondhand Goods Dealers doing business in Richfield.

Secondhand Goods Dealers

GameStop

Wedding Day Diamonds

Licenses to sell 3.2 Percent Malt Liquor - OFF SALE

Assal/Winner Gas/Pump N Munch

La Vaquita 2

La Vaquita Short Stop

Portland Food Mart

Target Corporation

EXECUTIVE SUMMARY:

Staff completed a staff report for each business at the time they originally applied for and received Council approval to sell Off-Sale 3.2 Percent Malt Liquor or buy Secondhand Goods at their business in the City of Richfield. This is simply a request to renew their annual license for 2024. There is not a public hearing requirement for renewals for these types of licenses. The businesses named in this report are presented for Council's approval.

RECOMMENDED ACTION:

By motion:

- 1. Approve the 2024 renewal of named business licenses for Off-Sale 3.2 Percent Malt Liquor establishments doing business in Richfield.**
- 2. Approve the 2024 renewal of named business licenses for Secondhand Goods Dealer.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The listed businesses current licenses will expire on December 31, 2023.
- The businesses named below with the corresponding licenses are presented for Council's approval on this date.
- Licenses to sell Off-Sale 3.2 Percent Malt Liquor
 - Assal/Winner Gas/Pump N Munch
 - La Vaquita 2
 - La Vaquita Short Stop
 - Portland Food Mart

- Target Corporation
- Licenses to hold a Secondhand Goods Dealer
 - Gamestop
 - Wedding Day Diamonds
- Richfield Minnoco and Speedway will not be renewing their alcohol licenses for 2024.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The business licensing renewal process is standard business for the City.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- All businesses must annually request renewal of their Secondhand Goods Dealer and Off-Sale 3.2 Percent Malt Liquor licenses to the City Council.
- Businesses must meet the requirements for renewal of their licenses.

D. CRITICAL TIMING ISSUES:

There are no additional critical timing issues.

E. FINANCIAL IMPACT:

All license fees must be paid and application forms submitted in order to be considered for license renewal.

F. LEGAL CONSIDERATION:

There are no additional legal issues.

ALTERNATIVE RECOMMENDATION(S):

Deny the request for the renewal of 2024 licenses for Off-Sale 3.2 Percent Malt Liquor and Secondhand Goods Dealer doing business in Richfield. This would result in the applicants not being able to conduct business within the City in 2024; however, there have been no issues with any of these listed establishments and the Public Safety Department has found no reason to deny any of the requested licenses.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Businesses have been notified of the date of presentation to the City Council but are not required to attend.



STAFF REPORT NO. 167
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: John Evans, Executive Analyst
 DEPARTMENT DIRECTOR REVIEW: Karl Huemiller, Interim Recreation Services Director
 12/6/2023
 OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW: Katie Rodriguez, City Manager
 12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution accepting grants and donations received by the Richfield Recreation Services and Community Development Department in 2023 and authorizing staff to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.

EXECUTIVE SUMMARY:

The Richfield Recreation Services and Community Development Departments received funds through grants and donations in 2023 from various individuals and organizations to fund different programs and projects and require acceptance of these grants by the City Council. The Departments received the following grants and donations in 2023:

DATE	DONOR	PURPOSE	AMOUNT
Nov 22-Jan 23	MN Department of Natural Resources	No Child Left Inside: X-Country Skis	\$5,000
Oct 22-Mar 23	Richfield Liquor Store Round-Up	Fire Bike Stretchers	\$5,193
Apr 23	Compeer Financial	Farmers Market: marketing	\$1,000
May 23	Richfield Tourism Promotion Board	Entertainment in the Parks	\$2,500
Apr 22-Jun 23	Richfield Liquor Store Round-Up	Recreation Scholarship Fund	\$894
Jun 23	Hennepin County	Lifeguard wages, classes, equipment	\$142,454
Jul-Sep 23	Richfield Liquor Store Round-Up	Park Tree Replacement	\$892
May-Oct 23	Richfield Tourism Promotion Board	Farmers Market: live music	\$4,000
Oct 23	MN Department of Agriculture	Farmers Market: Farm to Pantry	\$52,374
Oct 23	Richfield Bloomington Watershed	Water Testing	\$8,000
Jan-Nov 23	Hunger Solutions MN	Farmers Market: SNAP match	\$9,306
Oct-Nov 23 (in progress)	Richfield Liquor Store Round-Up	Recreation Scholarship Fund	\$416.01
Oct-Dec 23	SHIP/City of Bloomington	Farmers Market: Outreach	\$6,299

RECOMMENDED ACTION:

By motion: Adopt a resolution accepting grants and donations received by the Richfield Recreation Services and Community Development Departments in 2023 and authorizing staff to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.

BASIS OF RECOMMENDATION:**A. HISTORICAL CONTEXT**

Provided in the Executive Summary.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**Impact:**

These various sources of funding allow for us to pursue the development of programs that address hunger and financial inequity, particularly the Farmers Market programs and the recreation scholarship fund. Other projects funded from these sources enable us to provide programs and facilities that are open and accessible to all people, which is a priority for all Recreation Services initiatives. The \$10 donated to Community Development went to the Affordable Housing Trust Fund in order to get an "Evict Racism" sign relating to racial covenants.

People:

The Recreation Services Department has an ongoing commitment to provide programs and facilities that are accessible and inviting to all people, regardless of ethnicity, gender identification, or economic status. Any funding received to continue these programs and facilities enables us to continue that commitment.

Consequences:

The Recreation Services Department has been proactive about creating a welcoming environment for all people and we have seen diverse participation. Staff realizes that these programs and facilities are made possible by all of Richfield residents and strives to take steps to make sure that our participants reflect that diversity and individuality.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property on terms prescribed by donor be made by resolution and adopted by two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and adopted by two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

D. CRITICAL TIMING ISSUES:

None

E. FINANCIAL IMPACT:

All of the donations listed were given without obligation to provide any additional matching funds, or are leveraging funds already allocated in the current budget.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

Should Council not accept the grants, the Recreation Services Department would be required to locate alternate funding sources to cover the grant amounts.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Grant Acceptance Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANTS RECEIVED BY THE CITY OF RICHFIELD-RECREATION SERVICES AND COMMUNITY DEVELOPMENT DEPARTMENTS AND TO AUTHORIZE THE CITY TO ADMINISTER THE FUNDS IN ACCORDANCE WITH GRANT AGREEMENTS AND TERMS PRESCRIBED BY DONORS

WHEREAS, Minnesota Statute 465.03 reads in part as follows:

Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every acceptance shall be by resolution of the council adopted by two-thirds majority of its members, expressing such terms in full, and

WHEREAS, the City of Richfield Recreation Services and Community Developments have received grants and donations as described below:

DATE	DONOR	PURPOSE	AMOUNT
Nov 22-Jan 23	MN Department of Natural Resources	No Child Left Inside: X-Country Skis	\$5,000
Oct 22-Mar 23	Richfield Liquor Store Round-Up	Fire Bike Stretchers	\$5,193
Apr 23	Compeer Financial	Farmers Market: marketing	\$1,000
May 23	Richfield Tourism Promotion Board	Entertainment in the Parks	\$2,500
Apr 22-Jun 23	Richfield Liquor Store Round-Up	Recreation Scholarship Fund	\$894
Jun 23	Hennepin County	Lifeguard wages, classes, equipment	\$142,454
Jul-Sep 23	Richfield Liquor Store Round-Up	Park Tree Replacement	\$892
May-Oct 23	Richfield Tourism Promotion Board	Farmers Market: live music	\$4,000
Oct 23	MN Department of Agriculture	Farmers Market: Farm to Pantry	\$52,374
Oct 23	Richfield Bloomington Watershed	Water Testing	\$8,000
Jan-Nov 23	Hunger Solutions MN	Farmers Market: SNAP match	\$9,306
Oct-Nov 23 (in progress)	Richfield Liquor Store Round-Up	Recreation Scholarship Fund	\$416.01
Oct-Dec 23	SHIP/City of Bloomington	Farmers Market: Outreach	\$6,299
Oct 23	Anonymous Donor	Affordable Housing Trust Fund	\$10

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

That the City Council of the City of Richfield hereby accepts the grants and donations as listed above, received in 2023, and authorizes the City to administer the funds in accordance with grant agreements and terms prescribed by donors.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 168
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Kumud Verma, Finance Director
DEPARTMENT DIRECTOR REVIEW: Kumud Verma, Finance Director
12/4/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a resolution establishing a new Special Revenue Fund to track receipt and spending of one-time public safety aid included in 2023 MN State omnibus tax bill.

EXECUTIVE SUMMARY:

The 2023 Minnesota Legislature provided one-time Public Safety Aid funding for cities payable in 2023. Richfield is expected to receive \$1,604,296. Unlike local government aid, this aid cannot be used for general purposes, but instead must be used to “provide public safety”. The payment will be received in December 2023. To ensure data transparency, compliance and separate tracking of this aid, staff recommends establishing a new fund.

RECOMMENDED ACTION:

Staff recommends that all funds to this Public Safety Aid be separated into a new Fund called 2023 Public Safety Aid Fund (20047).

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

As stated in the executive summary, establishing a new fund with help ensure data transparency.

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

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

D. **CRITICAL TIMING ISSUES:**

Richfield is expected to receive \$1,604,296 in year 2023 and staff needs to record the transaction on 2023 ledger.

E. **FINANCIAL IMPACT:**

F. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING ESTABLISHMENT OF NEW SPECIAL REVENUE FUNDS TO TRACK STATE PUBLIC SAFETY AID FUNDS.

WHEREAS, the City of Richfield is eligible to receive \$1,604,296 from the one-time public safety aid included in 2023 MN State omnibus tax bill; and

WHEREAS, these funds are earmarked to provide public safety, including various programs and activities.

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

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

WHEREAS, staff recommends the establishment of the funds in 2023.

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

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 169
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Kumud Verma, Finance Director
DEPARTMENT DIRECTOR REVIEW: Kumud Verma, Finance Director
12/4/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a resolution establishing a Street Light User Fee Fund to track operations of the street lighting system.

EXECUTIVE SUMMARY:

The City includes a fee for street light service on the quarterly utility bills. The City Council annually reviews and establishes the rates for the street light user fee. The fees collected fund payment of the electricity charges, along with maintenance and replacement of street lights. The City also intends to replace its streetlights with energy efficient LEDs as funding permits. This switch should save electricity and maintenance costs, and make public lighting infrastructure more versatile, flexible and efficient.

To ensure transparency, compliance and accountability, staff recommends establishing a new fund.

RECOMMENDED ACTION:

Staff recommends that all street lighting system activities be separated into a new Fund called Street Light User Fee Special Revenue Fund (20050).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Community centered -

LED streetlights can help our communities effectively save energy and money.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Minnesota Statutes, Section 429.101, requires the establishment of a separate fund to hold the proceeds collected for the operation of a street lighting system.

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

D. CRITICAL TIMING ISSUES:

Richfield plans to establish the new fund and direct all street lighting system activities to the new fund effective January 1, 2024.

E. FINANCIAL IMPACT:

F. LEGAL CONSIDERATION:

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING ESTABLISHMENT OF NEW SPECIAL REVENUE FUNDS TO TRACK OPERATION OF STREET LIGHTING SYSTEM.

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

WHEREAS, the city includes a fee for street light service on the quarterly city utility bill which funds payment of the electricity charges, along with maintenance and replacement of street lights; and

WHEREAS, the City intends to replace its streetlights with energy efficient LEDs and plans to utilize any surplus street light user fee to pay for the purchase; and

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

WHEREAS, Minnesota Statutes, Section 429.101, requires the establishment of a separate fund to hold the proceeds collected for the operation of a street lighting system; and

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

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

WHEREAS, staff recommends the establishment of the fund in 2023.

NOW, THEREFORE, BE IT RESOLVED the City Council approves the establishment of a new fund for the operation of City's Street Lighting System, for transparent and accurate tracking of financial activity.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 170
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
11/29/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the Covid-19 Response Services Agreement first amendment with the City of Bloomington.

EXECUTIVE SUMMARY:

Pandemic response and vaccination implementation is a combined state and local responsibility that requires close collaboration between public health, health care, external agencies, and community partners. The purpose of the Covid-19 Response Services Agreement is the rapid administration of Covid-19 vaccine and will allow for an expansion of services like booster clinics, testing, education, and a variety of recovery services.

RECOMMENDED ACTION:

By Motion: Approve the Covid-19 Response Services Agreement first amendment. The original agreement was in effect from January 1, 2022 - December 31, 2023, but would now be extended to June 30, 2025 with City Council approval.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Covid-19 has placed unprecedented stress and pressure on public health and health care providers around the world. It has tested the resilience of public health staff, public health emergency plans, community testing and vaccination efforts and public health education efforts. Richfield has benefitted from Federal vaccine implementation funding that has covered the cost of this agreement, allowing Bloomington Public Health to continue providing the excellent Covid-19 response services and activities in the areas of pandemic monitoring, recovery, vaccine implementation and distribution, promoting vaccine confidence and uptake, providing incentives and reporting to State and Federal agencies. Some examples of the Covid recovery work include:

- After extensive work to build connections in the community and direct an RFP process we have executed agreements with two providers providing service in Richfield.
- Homeland Health will be doing vaccination outreach and vaccinations in Richfield. Marnita's table will be building on the racial trauma work in Richfield and continuing to do pop up mental health events. Marnita's table is starting this work and we expect the agreement with Homeland Health to be executed this month.
- In 2024 we plan on hiring three temporary staff with COVID-19 funding to focus on outreach and vaccination to continue to support recovery work in the community.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The time extension of this agreement will continue to support recovery efforts in Richfield, which are prioritized for BIPOC populations and those who are under or uninsured.

There are no strategic considerations.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Community Health Boards are mandated by Minnesota State Statute 145A to perform core public health services, which are funded by a combination of local, state, and federal dollars. Mandated core services include:

- 1) Assure an adequate public health infrastructure,
- 2) Promote healthy communities and healthy behaviors
- 3) Prevent the spread of infectious disease
- 4) Protect against environmental health hazards
- 5) Prepare for and respond to disasters and assist communities in recovery
- 6) Assure the quality and accessibility of health services.

D. CRITICAL TIMING ISSUES:

None

E. FINANCIAL IMPACT:

The City of Richfield has received Federal vaccine implementation funding through the Minnesota Department of Health to respond to the Covid-19 pandemic. These funds are used for the Covid-19 Response Services Agreement with the City of Bloomington.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

The City Council could deny the approval of the Covid-19 Services Agreement amendment and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Covid Response Agreement amendment	Cover Memo

FIRST AMENDMENT TO COVID-19 RESPONSE SERVICES AGREEMENT BETWEEN
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

THIS FIRST AMENDMENT is made on _____ by and between CITY OF BLOOMINGTON, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (“City”), and CITY OF RICHFIELD, MINNESOTA, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (“Richfield”). Bloomington and Richfield are herein referred to collectively as the Parties (“Parties”).

WHEREAS, Bloomington and Richfield are parties to an Agreement dated January 1, 2022 (Agreement ID 2021-839) pursuant to which Contractor is responsible for providing COVID-19 response services to residents of Richfield (“Agreement”); and

WHEREAS, the term of the Agreement ends December 31, 2023. Bloomington and Richfield desire to amend the Agreement to extend the term until June 30, 2025; and

NOW, THEREFORE, in consideration of the terms and conditions expressed in this First Amendment, Bloomington and Richfield agree as follows:

1. Paragraph 2 of the Agreement shall be amended to read: “**Time for Completion.** This Agreement shall remain in force and effect commencing from January 1, 2022 (“Effective Date”) and continuing until the earlier of June 30, 2025, or completion of the Services, unless terminated by either party or amended pursuant to the Agreement.”
2. All other terms and conditions of the Agreement not modified by this First Amendment shall remain in full force and effect.

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

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____

BY: _____

Its: Mayor

DATED: _____

BY: _____

Its: City Manager

Reviewed and approved by the City Attorney.

City Attorney

CITY OF RICHFIELD, MINNESOTA

Agreement ID: 2023-800

DATED: _____

BY: _____

Its: _____



STAFF REPORT NO. 171
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
12/5/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a fourth amendment to the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2024.

EXECUTIVE SUMMARY:

The City of Richfield has had a public health contract with the City of Bloomington to provide public health services on Richfield's behalf for 46 years. The amendment to the public health contract requires City Council approval and reflects a roughly 5 percent increase over the 2023 amendment amount.

RECOMMENDED ACTION:

By motion: Approve the fourth amendment to the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2024.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 1977, the State of Minnesota enacted the Community Health Services Act which transferred the responsibility for the administration of public health programs to local jurisdictions. The State also provided funds for the program and encouraged local jurisdictions to increase the efficiency of their programs by grouping together whenever it made sense to do so. Richfield entered into a contractual agreement with Bloomington at that time and the program has been administered under a contract with them since. The Act was revised in 2003 and is now referred to as the Local Public Health Act.
- The contract amount for providing public health services in 2024 reflects a roughly 5% increase over the 2023 contract amount. The contract amount for 2024 is \$329,000; with the 2023 contract amount having been \$313,000.
- In 2004, changes were made to the Public Health Act at the State level to make reporting, accountability, and record keeping more efficient. Those changes also "regrouped" a large number of funding sources into one, which gives more personalization of the funds for the best specific user of the dollars within the community to be used in conjunction with subsidy guidelines. It is now referred to as the Local Public Health grant.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Public Health services in Richfield are provided to all residents, which include activities designed to protect and promote the health of the general population within a community by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

D. CRITICAL TIMING ISSUES:

This amendment will be effective for 2024.

E. FINANCIAL IMPACT:

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

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

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

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Health amendment	Cover Memo

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

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

WHEREAS, Bloomington and Richfield are parties to an Agreement dated January 1, 2020 (Agreement ID: 2019-650) as amended by a First Amendment dated December 29, 2020 (Agreement ID 2020-518), and by a Second Amendment dated January 21, 2022 (Agreement ID 2021-766), and as amended by a Third Amendment dated December 4, 2022 (Agreement ID 2022-832) pursuant to which Bloomington is responsible for providing Public Health Services to residents of Richfield (“Agreement”); and

WHEREAS, the term of the Agreement ends December 31, 2023. Parties desire to amend the Agreement to extend the term until December 31, 2024; and

WHEREAS, Parties desire to amend the Agreement to include additional services for the 2024 contract year as set forth in Exhibit I, and updated pricing for the 2024 contract year as set forth in Exhibit J; and

WHEREAS, Parties desire to amend the Agreement to increase the total amount of work authorized, including reimbursable expenses, by \$329,000 for a total contract not-to-exceed amount of \$1,425,000; and

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Fourth Amendment, Bloomington and Richfield agree as follows:

1. Paragraph 1 of the Agreement shall be amended to read: “**Services to be Provided:** Bloomington agrees to provide the residents of Richfield with Public Health Services as set forth in Bloomington’s Scope of Services attached hereto as Exhibits A, C, E, G, and I or any supplemental letter agreements entered into between Parties (“Services”). The Services referenced in the attached Exhibits A, C, E, G, and I or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.”
2. Paragraph 2 of the Agreement shall be amended to read: “**Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of December 31, 2024, unless terminated by either party or amended pursuant to the Agreement.”
3. Paragraph 3 of the Agreement shall be amended to read: “**Consideration:** The consideration which Richfield shall pay to Bloomington shall not exceed \$1,425,000.00,

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

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

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

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
Its: Mayor

DATED: _____ BY: _____
Its: City Manager

Reviewed and approved by the City Attorney.

City Attorney

CITY OF RICHFIELD, MINNESOTA

DATED: _____ BY: _____
Its: Mayor

DATED: _____ BY: _____
Its City Manager

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

SCOPE OF SERVICES

1. Bloomington agrees to provide residents of Richfield with Public Health Services, which include activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources (Public Health Services), and by extending Public Health Services into the community.
2. Bloomington agrees to provide Public Health Services to the residents of Richfield in a manner consistent with the level of care and skill ordinarily exercised, and utilizing the same quality and kind of personnel, equipment and facilities, as Public Health Services are provided and rendered to residents of Bloomington.
3. Bloomington shall provide the Public Health Services pursuant hereto on a confidential basis, using capable, trained professionals.
4. Bloomington shall require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.
5. All Public Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all applicable state and federal laws.
6. It shall be Bloomington's sole responsibility to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services under this Agreement.
7. Bloomington will communicate with Richfield relative to Public Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as Richfield shall request. All reports relating to the provision of Public Health Services that are given by Bloomington to the Bloomington City Council or to the Bloomington City Manager during the term of this Agreement shall also be given to Richfield.

8. Bloomington also agrees to send to Richfield an annual report describing the Public Health Services performed pursuant to this Agreement. Said report shall be in such detail and form as Richfield may reasonably request. Also, at Richfield's request, made not more than two (2) times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Richfield City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Public Health Services rendered under this Agreement.

9. Bloomington will also provide services to Richfield for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants, children and adolescents. Richfield agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2024 to Bloomington. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Richfield residents.

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

TERMS OF PAYMENT

1. The parties agree to allocate the costs of the Services in accordance with each city's share of the total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.
2. Richfield shall pay Bloomington the total not-to-exceed amount of \$1,425,000 for Services during the term of this Agreement. This amount is based on the 2024 contracted amount adjusted for the 2021 service levels as noted below.
3. Bloomington will invoice Richfield for the Services according to the following terms:

Invoice Date	Amount
April 15, 2024	\$82,250
July 15, 2024	\$82,250
October 15, 2024	\$82,250
January 15, 2024	\$82,250

4. Richfield shall make payment to Bloomington within thirty (30) days of receipt after Bloomington's invoice.



STAFF REPORT NO. 172
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Chris Swanson, Management Analyst
DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director &
OTHER DEPARTMENT REVIEW: Kristin Asher, Public Works Director
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a resolution of opposition of proposed legislation HR 3557 (“American Broadband Act of 2023”) that would limit cities’ rights-of-way compensation and management authority, zoning powers, cable franchising authority, and property rights and would provide broadband providers an unprecedented access to state and local public property without any requirement to serve “unserved” and “underserved” community members.

EXECUTIVE SUMMARY:

At the October Southwest Cable Commission (“the Commission”) meeting, Brian Grogan, Esq., Moss & Barnett, the contracted attorney for the Commission, presented on the American Broadband Deployment Act of 2023 (“H.R. 3557”). Recognizing the impact this federal preemption could have for cities and counties, Mr. Grogan asked members of the Commission to provide a letter opposing the passage of H.R. 3557.

BACKGROUND

If passed, H.R. 3557 would place restrictions on a variety of state and local land use and zoning authorities around the deployment of telecommunications infrastructure, including both wireless deployment and wireline deployment, as well as impose limitations on the ability for cities to negotiate and renew cable franchise agreements.

H.R. 3557 would pre-empt local governments’ rights-of-way compensation and management authority, zoning powers, cable franchising authority, and property rights and would allow broadband providers unprecedented access to state and local public property. On top of the federal preemption of state and local zoning rules, this law would impose no obligations for these providers to serve “unserved” and “underserved” Americans with this utilities work.

H.R. 3557 would mandate siting decisions by cities be “deemed granted” if not denied by a local government within sixty (60) days, twenty-five percent (25%) of the time the federal government gives itself to make identical decisions. On top of the shorted review time on siting decisions, H.R. 3557 makes virtually all local government decisions denying the installation of a proposed wireless facility a “prohibition” preempted by federal law. The new law would require local governments to draft and release a written explanation for the decision to deny an application on the same day it votes on the decision.

The bill substitutes the FCC for the local federal district court as the reviewing body for challenges to local government decisions regarding wireless facility applications. This would require local governments and their attorneys to travel to Washington to defend local decisions in front of the FCC instead of arguing the case in

front of a local court.

H.R. 3557 would also eliminate cable franchise renewals, restricting the ability of state or local franchising authorities to enforce franchise obligations such as public, educational, and government channel capacity and facilities, customer service requirements, additional communication funding, and system build-out requirements.

Finally, H.R. 3557 grant cable operators the right to use local rights-of-way to provide non-cable services while prohibiting localities from imposing any fees on non-cable services for use of those rights-of-way. This greatly limits the control the city would have on the already limited space in our rights-of-way and puts additional strain on staff without the opportunity to capture the cost to offset that work.

ASK FOR COUNCIL

In summary, the bill, if passed, would significantly limit a city's ability to be responsible stewards of public property, ensure strong fiscal stewardship, protect the rights broadband services users, and make decisions at the local level. The National League of Cities, United States Conference of Mayors, National Association of Counties, and the National Association of Telecommunications Officers and Advisors have also signed a joint letter in opposition to this bill.

Staff recommends approving the attached resolution of opposition to H.R. 3557. If the resolution is approved, staff will also send the attached letter to Senators Klobuchar and Smith, and Representative Omar's office showing the city's opposition to this legislation.

RECOMMENDED ACTION:

By motion: Approve a resolution of opposition for proposed legislation (H.R. 3557) which would limit cities' rights-of-way compensation and management authority, zoning powers, cable franchising authority, and property rights and would provide broadband providers an unprecedented access to state and local public property without any requirement to serve "unserved" and "underserved" community members.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

H.R. 3557 was introduced to the U.S. House of Representatives under the pretext of making the deployment of telecommunications infrastructure more streamlined and cost effective. The bill was introduced with little notice and without full text on May 22, 2023. The text of the bill was approved by the U.S House Committee on Energy and Commerce and ordered to be reported following markup only two days later.

Prior to H.R. 3557's introduction, only a single hearing was held on its language, on April 19, 2023, before the House Communications Subcommittee. Due to the nature of the notice of the hearing, the testimony consisted exclusively of that from witnesses supportive of federal preemption and not a single state or local government representative was invited to testify or provide comment.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic Considerations:

This item could impact both "Operational Excellence" and "Sustainable Infrastructure" as the bill, if passed, would significantly limit a city's ability to be responsible stewards of public property and would limits the city's ability ensure strong fiscal stewardship in the future.

Equity Impacts:

The bill would limit a city's ability to protect the rights broadband services users. Inherently, this would impact traditionally "unserved" and "underserved" groups, who are disproportionately BIPOC individuals, and who have historically not had access to these important utilities.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

D. CRITICAL TIMING ISSUES:

This legislation is currently active in this year's U.S. House of Representatives session and local agency opposition is critical. There does not appear to be any pressure for support in the U.S. Senate currently.

E. FINANCIAL IMPACT:

F. LEGAL CONSIDERATION:

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

	Description	Type
▢	RESOLUTION OPPOSING H.R. 3557, THE AMERICAN BROADBAND ACT OF 2023	Resolution Letter
▢	Letter opposing H.R. 3557	Exhibit

RESOLUTION NO.

RESOLUTION OPPOSING H.R. 3557, THE AMERICAN BROADBAND ACT OF 2023

WHEREAS, H.R. 3557, “American Broadband Act of 2023,” was introduced with little notice and without full text on May 22, 2023, and was approved by the House Committee on Energy and Commerce, and ordered to be reported following markup only two days later on May 24, 2023; and

WHEREAS, prior to H.R. 3557’s introduction, only a single hearing was held on the eventual contents, on April 19, 2023, before the House Communications Subcommittee, the testimony before which consisted exclusively of that from witnesses supportive of federal preemption and to which not a single state or local government representative was invited to testify; and

WHEREAS, H.R. 3557 would pre-empt local governments’ rights-of-way compensation and management authority, zoning powers, cable franchising authority, and property rights; and

WHEREAS, the proposed bill would bestow on broadband providers an unprecedented federal grant of access to state and local public property, but impose no obligations on those providers to serve “unserved” and “underserved” Americans; and

WHEREAS, H.R. 3557 would mandate that siting decisions be “deemed granted” if not denied by a local government within sixty (60) days, which is as little as twenty-five percent (25%) of the time the federal government gives itself to make identical decisions concerning access to federal property; and

WHEREAS, H.R. 3557 would make virtually any local government decision not to allow the installation of a proposed wireless facility at a provider’s request a “prohibition” preempted by federal law, and would require local governments to draft and publicly release a written explanation for the decision to deny an application on the same day it votes on the decision—a virtually impossible task because such written decisions typically require the examination and analysis of evidence presented to local council; and

WHEREAS, the bill would substitute the FCC for the local federal district court as the reviewing body for challenges to local government decisions regarding wireless facility applications, thus breaking the promise made by Congress in 1996 that local governments would not be required to travel to Washington to defend local decisions; and

WHEREAS, H.R. 3557 would also eliminate cable franchise renewals, thereby restricting the ability of state or local franchising authorities to enforce franchise obligations such as public, educational, and government channel capacity and facilities, customer service requirements, and system build-out requirements; and

WHEREAS, H.R. 3557 would affirmatively grant cable operators the right to use local rights-of-way to provide non-cable services while prohibiting localities from imposing any fees on non-cable services for use of those rights-of-way.

NOW, THEREFORE, BE IT RESOLVED, that the City of Richfield, Minnesota opposes HR 3557 and urges the House and Senate not to pass this legislation.

Mary B. Supple, Mayor

ATTEST

Dustin Leslie, City Clerk

DRAFT

[CITY LETTERHEAD]

November ____, 2023

Amy Klobuchar, U.S. Senator
425 Dirksen Senate Office Building
Washington, DC 20510
Phone: 202-224-3244
Fax: 202-228-2186

1200 Washington Avenue South
Room 250
Minneapolis, MN 55415
Main Line: 612-727-5220
Main Fax: 202-224-1792

Tina Smith, U.S. Senator
720 Hart Senate Office Building
Washington, DC 20510

60 Plato Blvd. East Suite 220
Saint Paul, MN 55107
Phone (651) 221-1016

Ilhan Omar, U.S. Representative
1730 Longworth House Office Building
Washington, DC 20515

310 E 38th St
Suite 222
Minneapolis, MN 55409
Phone: (612) 333-1272

Dear Senators Klobuchar and Smith, and Congresswoman Omar:

On behalf of the city of _____, Minnesota, I write to express our deep concerns and strong opposition to H.R. 3557, the American Broadband Deployment Act of 2023. H.R. 3557 deprives citizens and their local governments of the ability to preserve property rights and maintain public safety. Moreover, the proposals included in the legislation have been adopted by a number of states, which were recently identified in the Federal Communications Commission's Broadband Maps as having the most *unserved* households in America, thus failing to deliver the benefits proponents of H.R. 3557 claim the legislation would provide.

That such flawed legislation has moved as far as it has may be attributed to the fact that H.R. 3557 was hurried through committee without the benefit of any local government testimony nor insights and consequences of the proposed fundamental changes to our nation's telecommunications policy and rights-of-way authorities. H.R. 3557, unlike many other broadband legislative priorities and investments passed by Congress during the last several years, was voted out of committee on partisan lines.

The proponents of this legislation have suggested that local governments are an impediment to successful broadband deployment, especially with the unprecedented levels of federal investment that are being made right now. This simply isn't true. Local governments are partners with the telecommunications industry, working together to safely, securely, and successfully deploy telecommunications infrastructure in our cities and counties in a timely and efficient manner.

We not only partner with our rights-of-way to ensure that disruptions to infrastructure such as roads are minimized, but we are working collaboratively to ensure that together, we deliver on the promise of internet for everyone as we work with the Minnesota Office of Broadband Development on our broadband plan. In fact, the National Telecommunications and Information Administration has made local coordination a significant component of the Broadband, Equity, Access, and Deployment (BEAD) Program because of this very essential relationship between local governments and internet service providers.

Perhaps most alarming about H.R. 3557 is the promotion of the myth that making these proposed changes to our rights-of-way authority will unlock lower prices and improve the quality of broadband offerings available in the United States. There's no proof that any of these conditions happened in states where local governments were preempted. States such as Texas have not demonstrated any benefits from a statewide law compared to other states and there is no evidence that a national pre-emption of local authority would have a positive effect, either.

As the level of government closest to the people, we oppose heavy-handed federal overreach into local land use, permitting, and franchise negotiation decisions. Congress has historically recognized these rights in Sections 224, 253, and 332 of the Telecommunications Act. These authorities are critical to conduct responsible stewardship of public property, protect public safety, and preserve the rights of residents as consumers of broadband services and neighbors to the infrastructure that makes connectivity possible.

We welcome the opportunity to discuss and work collaboratively with Congress and our telecommunications partners to find successful solutions to improve broadband deployment in our city and throughout the country. We thank you for considering our viewpoints and look forward to continuing our work together on this important issue of ensuring quality and affordable internet access for all Americans.

Sincerely,

cc: Brian Grogan, Esq, Moss & Barnett



STAFF REPORT NO. 173
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Jay Henthorne, Director of Public Safety/Chief of Police
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
12/5/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a contract with Flock Safety and the Richfield Department of Public Safety for implementation of cameras throughout the City.

EXECUTIVE SUMMARY:

The Richfield Police Department would like to purchase ten Flock Cameras and use Flock Safety technology to capture objective evidence without compromising on individual privacy. The Richfield Police Department could utilize retroactive search to solve crimes after they've occurred. Additionally, the Richfield Police Department could utilize real time alerting of hotlist vehicles to apprehend those that have committed crimes.

Cameras will be positioned throughout the community in arterial locations of travel in the City. Numerous departments in the metro are using the system with success. Our neighboring Departments Edina and Bloomington have them deployed both by private entities and by their respective Cities.

A Study Session was conducted on November 28, 2023 with the City Council and Kyle Whyte of Flock Safety, to present what the system can do for the Community to help reduce in progress crimes and theft of vehicles.

RECOMMENDED ACTION:

Approve contract with Flock Safety to contract with the Richfield Department of Public Safety.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

Crime often disproportionately affects disadvantaged communities. The use of Flock Safety will assist the Department with tools to solve crimes while maintaining the objective evidence and not compromising individual privacy.

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

D. **CRITICAL TIMING ISSUES:**

The purchase of ten cameras are budgeted in the 2023 Public Safety budget.

E. **FINANCIAL IMPACT:**

The installation of ten cameras installed throughout the City of Richfield will cost \$36,000.00 the first year of

service. Cost could vary after the first year as we are looking at private partnerships.

F. **LEGAL CONSIDERATION:**

The City Attorney has reviewed the contract.

ALTERNATIVE RECOMMENDATION(S):

The City Council could not approve the purchase of the system and the cameras would not be implemented.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representative from Flock Safety

ATTACHMENTS:

Description	Type
□ Agreement	Contract/Agreement

Flock Safety + MN - Richfield PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Whyte
kyle.whyte@flocksafety.com
6512539350

flock safety



EXHIBIT A
ORDER FORM

Customer: MN - Richfield PD
Legal Entity Name: MN - Richfield PD
Accounts Payable Email: jhenthorne@richfieldmn.gov
Address: 6700 Portland Ave S Minneapolis, Minnesota
55423

Initial Term: 12 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	9	\$5,850.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
		Subtotal Year 1:	\$36,000.00
		Annual Recurring Subtotal:	\$30,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$36,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$36,000.00
Annual Recurring after Year 1	
Contract Total	\$36,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - Richfield PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 13 day of October 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, including any acts or omissions of Authorized End User which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data as may be necessary for Flock to provide the Flock Services to Customer and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services which Flock represents derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees:

(i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership, or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon learning of a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain all insurance policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) TO INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; (ii) any damage or injury to property, person, or data directly caused by Flock's installation of Flock Hardware or performance of Flock Services, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees; or (iii) Flock's creation or use of Anonymized Data.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, or as otherwise authorized by Flock, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall

not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Provision of Certificate. Flock shall provide Customer with a current certificate of insurance listing Customer as an additional insured with respect to the commercial general liability, umbrella or excess liability and cyber liability policies. Such certificate must contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to Customer, 10 days' written notice in the case of nonpayment.



STAFF REPORT NO. 174
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Jay Henthorne, Director Of Public Safety/Chief of Police
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
12/5/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a contract renewal with Adesa Minneapolis for 2023-2024 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 2023-2024.

RECOMMENDED ACTION:

By motion: Approve the renewal of the 2023-2024 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 2023-2024. No changes were made to the services they provide.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

This is a standard renewal contract.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- 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.

D. 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.

E. 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.

F. 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
☐ Agreement	Contract/Agreement

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 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 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. *LOCAL AUCTION RATE: Estimate Provided.*
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

10/9/2023



ADESA MINNEAPOLIS General Manager

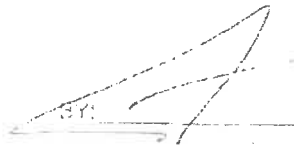
~~11/7/2022~~

DATED: ~~11/15/2021~~

BY: David Claxton

ADESA Minneapolis General Manager Name

DATED: ~~11/15/2021~~



ADESA Minneapolis Signature

~~11/15/2022~~

10/9/2023





STAFF REPORT NO. 175
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Jay Henthorne, Director of Public Safety/Chief of Police
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
12/5/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing Richfield Public Safety/Police Department to accept donations from the listed agencies, businesses and private individuals for designated uses.

EXECUTIVE SUMMARY:

Throughout the year, donations are received from various agencies, businesses and private individuals to be used for special events or programs sponsored by the Police Department. The donations are for community engagement events and are solicited by the Department. This resolution authorizes the acceptance of \$45,396.75 in donations.

RECOMMENDED ACTION:

By motion: Adopt a resolution authorizing Richfield Public Safety/Police Department to accept donations from the listed agencies, businesses and private individuals for designated uses.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Department of Public Safety/Police holds several annual events that require outside funding to occur. Staff members solicit donations from business and/or individuals to support these programs.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Many of the community events that are funded by donations are organized and planned with a focus on underserved and historically excluded populations.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of the City Council adopted by a two-thirds majority of its members.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and adopted by two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

D. CRITICAL TIMING ISSUES:

Donations have been received and applied to the designated areas as indicated by the donors.

E. FINANCIAL IMPACT:

- Financial donations have been deposited in the funds supporting the designated programs.
- All of the donations listed below were given without obligation to provide any additional matching funds:

Community Engagement:

DONOR	AMOUNT
Distribution Personnel Inc	\$250.00
Audi	\$500.00
Optimist Club	\$500.00
Village Shores (Pancake breakfast)	\$739.75
Best Buy	\$750.00
Dicks Sporting Goods	\$1,000.00
Target (Heroes and Helpers)	\$2,500.00
Frito Lay (Toys – Three Wise Man event)	\$3,500.00
Frito Lay (Chips for Trunk or Treat)	\$1,000.00
Hennepin County Sheriff's Office (Bikes, Ice Cream, Helmets)	\$2,300.00
Metro Transit Transportation	\$350.00
Target (Bike, refreshments)	\$1,500.00
Frito Lay (Bikes, Chips-Bike with Cop)	\$1,150.00
Hennepin County Sheriff's Office (Bikes, Ice Cream, Helmets)	\$2,300.00
MN Brain Injury Alliance (Helmets)	\$400.00
Free Wheel Bikes - Richfield (Assembly)	\$500.00
Broadway Pizza (Heros and Helpers-food)	\$350.00

Unity in the Community:

DONOR	AMOUNT
Unity in the Community Booth Rental (Multiple Organizations)	\$1,200.00
Richfield Tourism Board	\$3,000.00
Richfield Bloomington Honda	\$1,500.00
Medica	\$750.00
Community Action Group of Hennepin County	\$1,000.00
Hope Presbyterian Church	\$1,500.00
Raising Canes (Kids Meal Coupons)	\$6,000.00
United Way (200 back packs, filled with supplies)	\$4,500.00
Salvation Army (200 back packs)	\$4,500.00
Richfield Leadership Network	\$432.00
Home Depot (Art project donation, water)	\$1,000.00
Dairy Queen (Lyndale)	\$165.00

Support:

DONOR	AMOUNT
Eddie Hudson	\$260.00

F. LEGAL CONSIDERATION:

Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property be received by resolution and adopted by two-thirds majority of the City Council.

ALTERNATIVE RECOMMENDATION(S):

Council could disapprove the acceptance of the donations for the events and the monetary donations would have to be returned to the issuing agency/business/individual.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING RICHFIELD PUBLIC SAFETY/POLICE DEPARTMENT TO ACCEPT DONATIONS FROM THE LISTED AGENCIES, BUSINESSES AND PRIVATE INDIVIDUALS FOR DESIGNATED USES

WHEREAS, the Department of Public Safety/Police Division, through its Director, received checks from the following for Community Engagement

Community Engagement:

DONOR	AMOUNT
Distribution Personnel Inc	\$250.00
Audi	\$500.00
Optimist Club	\$500.00
Village Shores (Pancake breakfast)	\$739.75
Best Buy	\$750.00
Dicks Sporting Goods	\$1,000.00
Target (Heroes and Helpers)	\$2,500.00
Frito Lay (Toys – Three Wise Man event)	\$3,500.00
Frito Lay (Chips for Trunk or Treat)	\$1,000.00
Hennepin County Sheriff's Office (Bikes, Ice Cream, Helmets)	\$2,300.00
Metro Transit Transportation	\$350.00
Target (Bike, refreshments)	\$1,500.00
Frito Lay (Bikes, Chips-Bike with Cop)	\$1,150.00
Hennepin County Sheriff's Office (Bikes, Ice Cream, Helmets)	\$2,300.00
MN Brain Injury Alliance (Helmets)	\$400.00
Free Wheel Bikes - Richfield (Assembly)	\$500.00
Broadway Pizza (Heros and Helpers-food)	\$350.00

Unity in the Community:

DONOR	AMOUNT
Unity in the Community Booth Rental (Multiple Organizations)	\$1,200.00
Richfield Tourism Board	\$3,000.00
Richfield Bloomington Honda	\$1,500.00
Medica	\$750.00
Community Action Group of Hennepin County	\$1,000.00
Hope Presbyterian Church	\$1,500.00
Raising Canes (Kids Meal Coupons)	\$6,000.00
United Way (200 back packs, filled with supplies)	\$4,500.00

Salvation Army (200 back packs)	\$4,500.00
Richfield Leadership Network	\$432.00
Home Depot (Art project donation, water)	\$1,000.00
Dairy Queen (Lyndale)	\$165.00

Support:

DONOR	AMOUNT
Eddie Hudson	\$260.00

WHEREAS, Minnesota Statute requires every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council; and,

WHEREAS, the donated funds will be used towards the designated events sponsored by Richfield Police.

NOW, THEREFORE, BE IT RESOLVED that the Director of Public Safety/Chief of Police will accept the donations to be placed in the accounts as specified.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of December, 2022.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 176
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
11/29/2023
OTHER DEPARTMENT REVIEW: N/A
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider to approve the renewal of 2024 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

EXECUTIVE SUMMARY:

On October 4, 2023, the City received the application materials for the renewal of Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South. All required information and documents have been provided. All licensing fees have been received.

The Public Safety Director has reviewed the background information and attached documents and approves of its contents and sees no basis for denial.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the renewal of 2024 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

On October 4, 2023, the City received the application and other required documents for Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc.

The applicant has satisfied the following requirements for issuance of a license:

- The required license fees have been paid.
- Real estate taxes are paid and current.
- The \$5,000 bond has been submitted.
- Environmental Health staff has received no complaints regarding Metro Pawn & Gun in the previous year.

The Public Safety background investigation has been completed. The results of the investigation are summarized in an attachment to this report. The Public Safety Director has reviewed the information in the background investigation report. There is no information in the investigation that shows any cause for recommending denial of the requested licenses.

The Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2023.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The business licensing renewal process is standard business for the City.

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

Richfield City Code Sections 1186 and 1187 require owners of Pawnbroker and Secondhand Goods Dealer establishments to comply with all of the provisions of both City Code and State Statutes.

D. **CRITICAL TIMING ISSUES:**

There are no additional critical timing issues.

E. **FINANCIAL IMPACT:**

The required licensing fees have been received.

F. **LEGAL CONSIDERATION:**

There are no additional legal issues.

ALTERNATIVE RECOMMENDATION(S):

- The Council could decide to deny the requested licenses, which would mean the current applicants would not be able to obtain Pawnbroker and Secondhand Goods Dealer licenses for 2024.
- Schedule the hearing for another date; however, this may delay the licensing process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Metro Pawn & Gun, Inc. representative.

ATTACHMENTS:

Description	Type
▢ Metro Pawn & Gun background summary 2024	Cover Memo



SUMMARY OF BACKGROUND INVESTIGATION REPORT FOR METRO PAWN & GUN, INC.



Officers:

Mark Nichols - Owner
Elizabeth Nichols - Owner

Criminal History:

The following criminal histories reflect the previous and current year. Mark Nichols has no known criminal record. Elizabeth Nichols has no known criminal record. John Kunst, who serves as the General Manager, has no known criminal record.

Premises:

Lynrich Properties, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 11 Public Safety/Police contacts with Metro Pawn & Gun, Inc. from October 2022 through September 2023. This compares with 28 contacts for the previous year. A breakdown of these contacts is attached to this report.

Routine Information:

The owner of the business continues to act in a cooperative manner with the Public Safety Department on the recovery of stolen articles.

The Notice of Public Hearing was published in the Richfield Sun Current on December 1, 2023.

METRO PAWN & GUN, INC.

Directors and Officers

Mark Nichols	Owner
Elizabeth Nichols	Owner

PUBLIC SAFETY CONTACTS

October 2022 through September 2023

	<u>2022</u>	<u>2023</u>
<u>TOTAL CONTACTS</u>	28	11
<u>CRIMINAL CONTACTS</u>	3	4
Incidents (see bottom of page for specifics)	(2)	(2)
Alarm	(0)	(1)
Traffic	(1)	(1)
<u>MISC. NON-CRIMINAL</u>	25	7
Assists	(0)	(0)
Inspections/Licensing	(0)	(0)
Medical/Fire	(0)	(0)
Miscellaneous	(25)	(7)

The criminal contacts from October 2022 through September 2023 were: 1 traffic stop, 1 theft, 1 commercial alarm, and 1 harassing communication.



STAFF REPORT NO. 183
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Katie Rodriguez, City Manager
DEPARTMENT DIRECTOR REVIEW: Katie Rodriguez, City Manager
12/7/2023
OTHER DEPARTMENT REVIEW: N/A
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider confirmation of the appointment of Karl Huemiller as Recreation Services Director for the City of Richfield.

EXECUTIVE SUMMARY:

Staff conducted an external recruitment to fill the position of Recreation Services Director following Amy Markle's departure in October 2023.

The process was very competitive with 26 applicants, which was narrowed to five candidates for first interviews, then four candidates for second interviews and two finalists for a third and final interview.

Interim Director Huemiller impressed at every step of the recruitment process, demonstrating strong vision and a thoughtful, detailed approach to addressing Recreation Services' challenges and opportunities. He also demonstrated a strong commitment to Richfield's values. He has also excelled in his role as Interim Director for the past 3 months, leading the department, which is short-staffed by 3 positions, and preparing for major projects in 2024.

Mr. Huemiller has 20 years experience in the recreation profession, serving as the Recreation Program Manager for Richfield for the past year. Before that, he served in increasingly more responsible roles at Three Rivers Park District since 2015.

RECOMMENDED ACTION:

By motion: Confirm the appointment of Karl Huemiller as the Recreation Services Director for the City of Richfield.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The process consisted of the following:

- The posting was shared widely and the City received 26 applications. Six candidates were selected for first interviews (five participated) which consisted of a panel that included the City Manager, Public Safety Director, Deputy Public Works Director and Human Resource Manager.
- Four candidates were selected for second interviews which consisted of a panel that included the City Manager, Assistant City Manager, Community Development Director, Human Resources Manager and Equity Coordinator.
- Two candidates were asked back for a final interview. Candidates were asked to prepare a presentation on community engagement for planned capital improvements at Veteran's Park. Candidates presented to

a panel including the City Manager, Human Resources Manager and the Recreation Services leadership team, including the Facility Manager, Nature Center Manager, Sustainability Specialist, and Management Analyst.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Mr. Huemiller consistently demonstrated commitment to the City's equity and Strategic Plan priorities throughout the interview process and in his work for the City.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

According to Richfield City Charter Section 6.02 Powers and Duties of the City Manager, subsection 3, and under Richfield City Code Section 310.01 Subd. 3, Charter authority, appointment or removal of department heads shall be made final only upon a majority vote of the Council.

D. CRITICAL TIMING ISSUES:

- The Recreation Services Department has been without a permanent Director since Amy Markle's resignation in October 2023.
- Interim Director Huemiller has had to fulfill both the Director responsibilities and also his responsibilities as Recreation Program Manager since then.

E. FINANCIAL IMPACT:

The 2023 and 2024 budgets includes the funding necessary to provide for the salary and benefit contributions as negotiated.

F. LEGAL CONSIDERATION:

According to Richfield's City Code, the City Council must approve the selection of Mr. Huemiller before he is appointed Recreation Services Director.

ALTERNATIVE RECOMMENDATION(S):

The Council can reject the candidate and direct the City Manager to undertake a new selection process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None



STAFF REPORT NO. 177
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Karl Huemiller, Interim Recreation Services Director
Karl Huemiller, Interim Recreation Services Director
12/6/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of an agreement between the City of Richfield and HGA for professional services in the design of Wood Lake Nature Center.

EXECUTIVE SUMMARY:

An invitation-only RFP was distributed to six qualified firms for architectural and engineering services for the design and construction administration of the new nature center building at Wood Lake. A thorough review of the proposals was made and three firms were interviewed by a panel of city staff consisting of technical experts from Public Works, Community Development, and Recreation Services. Staff then contacted references for each of the firms. Through this process, HGA was selected for the project due to their technical expertise, experience with similar scale projects, and being the most cost-effective finalist.

RECOMMENDED ACTION:

By Motion: Authorize the Mayor and City Manager to finalize and execute a contract in the amount of \$1,685,296 between the City of Richfield and HGA to perform professional services in the design and construction administration of a new building for Wood Lake Nature Center and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

Wood Lake Nature Center Background

Wood Lake Nature Center (WLNC) is a public facility that opened in 1971 and has always been free of charge. The center serves anyone who enters and helps connect them to the natural world through both passive and programmed learning opportunities. Currently, 60-70% of all site visitors are from the region and 30-40% visit from Richfield. We also are a short 10-minute drive to the Minneapolis International Airport and frequently host visitors from around the country and the world. Wood Lake Nature Center serves as the gateway for guests to explore the 150-acre park that surrounds it. There are over 3 miles of gentle hiking and cross-country ski trails for all to experience the many benefits of nature in three native Minnesota biomes: the forest, wetland, and prairie.

People of all ages and abilities are served at WLNC and a large focus has always been on student education. WLNC has had an invaluable 50-year partnership with the local Richfield Public School District; each student from preschool through 5th grade participates in 2-3 free environmental education field trips a year. Approximately 70% of the district's students are of color and have a 60-80% free and reduced lunch rate. Currently, 7% of Richfield residents live at or below the federal poverty line. We also annually host dozens of other

school groups from across the region, including schools such as Lucy Laney in North Minneapolis where the students have accessed the center via the Metro Transit Bus System. We regularly host SciTech Academy, a Somali school. In previous years, we have been fortunate to secure grant funding for Little Earth schools to come to multiple environmental education programs throughout the academic year. Being an accessible and affordable site has always helped the center to attract a large diversity of schools from across the 7-county metropolitan area. We anticipate more space with a new building will allow for several groups at a time to schedule programs; with our current building, we are very limited by space. The additional space will also serve as valuable space for community groups and residents to utilize for meetings and special events. Also, educational exhibits and learning spaces are not fully accessible and are dated. A new building would afford the needed opportunity to design a fully accessible building that includes an inclusive multimodal approach to exhibits.

Project Pre-Design

A project team was formed in February of 2021 that included City of Richfield staff (Amy Markle, Dave Conrads, Paul Smithson, and Rachel Lindholm), and a group from the local architectural firm, HGA. The project team took a field trip to the new Westwood Hills Nature Center and learned about their process as well as worked for months on the pre-design of a new building. The pre-design process identified community needs for the new building, a general preliminary design, and a cost model.

Following the pre-design process, the city was able to use the materials developed to raise funds for the project. In 2023 the City secured \$15 million in funding, \$12 million in state bonding money, and \$3 million in federal funding. In the 2023 legislative session, the City also received authorization for a local sales tax referendum that could provide the final \$10 million needed for the project.

Architect Interview Process

On October 13, 2023, the Wood Lake Nature Center Building Project Team put out an invitation-only RFP for architectural and engineering services for the design and construction administration of the new nature center building at Wood Lake. Six firms who have done similar work in the region were invited to submit proposals outlining their experience with similar projects, members of their project team, and approach to the project including community engagement and design schedules. Of the six firms invited, five submitted proposals, and three were invited to interviews based on the content of their proposals. Staff took into account the firms' understanding of the project, technical competence, experience with similar buildings, and the cost of their services.

An interview panel was formed, consisting of members of the Wood Lake Nature Center Building Project Team as well as technical experts including the city engineer and a community development planner. In the interviews, the three firms introduced their teams, presented their project schedules, design development process, and technical expertise, and answered questions from staff. Following the interviews staff contacted references for each of the design firms.

Architect Selection

Out of this process, HGA was selected as the best firm for the Wood Lake Nature Center Building Project. HGA has the expertise to design and administer the construction of a building on a site with the complexities of Wood Lake Nature Center. They have experience working on municipal nature centers and community buildings having recently provided similar services for the construction of Westwood Hills Nature Center in St. Louis Park, MN, and the Plymouth Community Center in Plymouth, MN. HGA is a large firm with in-house staff for all aspects of design and construction administration, creating a strong and cohesive project team. They were the only firm to have an equity coordinator as part of the project team. The City also has experience working with HGA from the predesign process and HGA was the most cost-effective option among the firms interviewed with a cost of 9.4% of the building construction cost.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: The public engagement process during the design phase of the project will have a focus on connecting with disadvantaged communities that are currently underrepresented in the users of Wood Lake Nature Center. Design also includes the goals of including feedback from a variety of community stakeholders, including the disability community, the Latine community, low-income residents, residents who live close to Wood Lake, visitors to Richfield, students who visit, and many more groups. Overall, the new building will provide increased accessibility to more groups and current ADA guidelines will be met which currently are not.

Community engagement and a focus on designing a space welcoming to all were key factors in the selection of an architectural firm. HGA was the only firm to have an equity coordinator as a core member of the design and engineering team present at their interview.

Strategic Plan: This project best aligns with the strategic plan priority of Sustainable Infrastructure addressing all sub-initiatives of asset management, comprehensive funding, and sustainability efforts.

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

The architect has extensive experience with and will help the City comply with SB2030 and B3 standards, which are requirements as a part of receiving state bonding funds.

D. **CRITICAL TIMING ISSUES:**

The project has been budgeted with a start date of the design process being January 2024 and construction starting in the spring of 2025. To maintain this timeline the City must select an architectural firm before the end of the year. Any delay in the selection of the architectural firm would delay the design and development process, potentially delaying the start of construction which could lead to increased project costs.

E. **FINANCIAL IMPACT:**

The total fee for the architectural services is 9.4% of the building construction cost. \$1,685,296 has been budgeted as part of the \$18 million building construction cost.

Total Project Cost \$25 million

Construction Costs- \$18 million

Includes escalation, design contingency, construction contingency, general conditions, construction management fees, bonds/insurance, and permitting.

Project Soft Costs (28%)- \$7 Million

Includes professional services fees, fixtures/furniture/equipment (FFE), exhibits, testing/inspections, survey, AV/Technology, owner contingency, etc.

Funding

Since the full amount of 2024 expenditures are still being determined, staff plan to reflect any changes in the 2024 Revised CIB, increasing the revised 2024 capital budget and decreasing the 2025—2028 capital plan which currently reflects the entire costs for the project. Note, that there is sufficient funding in 2024 for anticipated costs.

Secured Funding:

State Bonding - \$12 million

Federal Grants - \$3 million

Unsecured Funding - \$10 million (Bonds paid by Sales Tax Option or Property Taxes depending on outcome of referendum)

F. **LEGAL CONSIDERATION:**

Staff followed the RFP process and interviewed several firms before deciding the staff recommendation.

ALTERNATIVE RECOMMENDATION(S):

Staff do not have an alternative recommendation. Council could direct staff to work with another architect.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ Working Contract Draft Richfield Nature Center (12-8-23CLEAN)	Contract/Agreement

DRAFT AIA® Document B133® - 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

« City of Richfield »« »
« 6700 Portland Avenue »
« Richfield, MN 55423 »
« »

and the Architect:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

« City of Richfield »
« Wood Lake Nature Center Project »
« Development of multi-purpose building with indoor and outdoor spaces to improve services and function of existing nature center »

The Construction Manager (if known):
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« Wood Lake Nature Center is a 150-acre natural area dedicated to environmental education, wildlife observation, and outdoor recreation. The center's staff offices are in a 4,000 square-foot main building, which features many educational exhibits. The park also features several wildlife viewing areas, a 100-seat amphitheater, a picnic ground, and three miles of trail and boardwalks »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« Construction budget of \$18 million
Total project budget of \$24.5 million »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« Design completed so that bid documents can be issued December 2024 »

.2 Construction commencement date:

« Spring 2025 »

.3 Substantial Completion date or dates:

« Spring 2026 »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

« »

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

« »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

« Paul Smithson, Wood Lake Nature Center Manager
Phone: (612) 861-9366
E-mail: psmithson@richfieldmn.gov

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« »
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« »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

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.4 Civil Engineer:

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.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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.2 Mechanical Engineer:

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.3 Electrical Engineer:

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.4 Land Surveyor:

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.5 Geotechnical Engineer:

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.6 Other consultants and contractors:
(List any other consultants and contractors retained by the Architect.)

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§ 1.1.12.2 Consultants retained under Supplemental Services:

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§ 1.1.13 Other Initial Information on which the Agreement is based:

<< >>

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall endeavor to agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form, as necessary. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care provided by reputable, skilled architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall furnish proof of insurance confirming that it has procured the required insurance coverages prior to execution of this Agreement. Such proof shall also confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to cancel. The Architect shall likewise demand from its structural, mechanical, electrical, and civil subconsultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. All other subconsultants are required to carry insurance related to the subconsultant's profession which shall include Commercial General Liability insurance with policy limits of not less than One Million (\$1,000,000) for each occurrence and One Million (\$1,000,000) in the aggregate; Automobile Liability insurance with policy limits of not less than One Million (\$1,000,000) per accident; Worker's Compensation and Employer's Liability insurance as required by the State of Minnesota; and Professional Liability insurance with policy limits of not less than One Million (\$1,000,000) per claim and One Million (\$1,000,000) in the aggregate. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subconsultant to commence work on a subcontract until such subconsultant has obtained insurance that meets the requirements of this Contract. All this insurance coverage shall be maintained throughout the life of this Contract.

§ 2.6.1 Commercial General Liability with policy limits of not less than «Two Million Dollars » (\$ «2,000,000 ») for each occurrence and «Four Million Dollars » (\$ «\$4,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars » (\$ «\$1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than statutory requirement.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «Two Million Dollars » (\$ «\$2,000,000 ») per claim and «Four Million Dollars » (\$ «\$4,000,000 ») in the aggregate. Professional Liability insurance policy shall be written on a claims made basis. Any retroactive date or prior acts exclusion shall pre-date the Effective Date of this Agreement and the date that any services were provided in connection with this Project. Architect shall maintain such insurance for a period of at least five (5) years after the earlier of the completion of the Architect's services under this Agreement or termination of this Agreement. If Architect's Professional Liability insurance is cancelled, replaced with a policy with different terms or non-renewed by either the Architect or its insurer, Architect must purchase extend reporting period coverage to fulfill this requirement.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. The Architect's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota.

§ 2.6.10 If the Architect fails to provide the specified insurance, then the Architect will defend, indemnify and hold harmless the Owner and the Owner's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. This indemnity applies only to the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of the Architect, its subcontractors, agents, employees or delegates. The Architect agrees that this indemnity shall be construed and applied in favor of indemnification. The Architect also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil, geotechnical, electrical engineering, and surveyor services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall follow laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, subject to written disclaimer or qualification from the Owner as to accuracy, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms; and (3) review of the scopes of Work prepared by the Construction Manager to provide comments on potential omissions or overlap.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified and executed. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make

exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such

submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 To the extent not addressed in the foregoing, the following shall be included as Basic Services by the Architect. To the extent these address the same item described in the foregoing provisions, the duties will be read in combination. If they cannot be read consistently, the more specific provision will prevail. If an ambiguity or inconsistency remains, the following provisions shall prevail.

- .1** Develop and finalize design of the concept depicted in the site evaluation studies and prepare construction drawings and specifications.
- .2** Sub-contract with and coordinate other applicable professional services providers to provide comprehensive design and construction documents for all necessary disciplines.
- .3** Interact with Owner, Owner's representatives and Construction Manager during the course of the design process and obtain feedback on design from same.
- .4** Provide necessary documents to Owner for public meetings to illustrate the building site plans and other aspects of the Project.
- .5** Interact with Construction Manager for constructability input and value engineering advice.
- .6** Prepare and periodically update a milestone schedule for the design and construction document work – for all disciplines.
- .7** Assist Construction Manager with assembly of bid packages, and if requested by Owner and Construction Manager, assist with review of bids, selection of alternates, and value engineering.
- .8** Provide necessary documents in the quantities reasonably required (both electronic and paper format) for design reviews, Construction Manager reviews, bid packages, permitting, construction, and final record set.
- .9** Review applicable shop drawings and submittals during the construction phase.
- .10** Visit job site during construction phase for inspections.
- .11** Provide written status reports to Owner's Representative as reasonably necessary to update Owner's Board or as requested by Owner.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	Basic Service
§ 4.1.1.10 Landscape design	Basic Service
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	Basic Service
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	N/P
§ 4.1.1.21 Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing, except as follows: attendance at no more than public meetings shall be included in the Architect's Basic Services;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give

prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service, except where the need for Change Order or Change Directive arises from an error or omission in Architect's Instruments of Service, these services shall be included in the Architect's Basic Services;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 « » (« ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ») inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « thirty-six » (« 36 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If

the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall have the extent of and limitation on authority as provided in writing by Owner's Council, and shall render decisions and approve the Architect's submittals, or otherwise seek the necessary approvals from Owner's Council in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. Owner does not warrant the accuracy of any information provided by public utilities, unless operated by Owner. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect in collaboration with the Construction Manager will review the estimate prepared as the Architect progresses with its Basic Services. The Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. Work shall be incorporated in the Architect's fee to the extent that the estimate exceeds the Owner's budget due to Architect's failure to incorporate the specific cost-savings measures directed in writing by the Owner and Construction Manager. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as part of the Architect fee, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 9.7

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 If the Architect's design, device, material or process is covered by letters, patent or copyright, trademark or trade name, the Architect shall provide proof to Owner that such use is authorized by suitable legal agreement with the patent or trademark holder or owner. If no such agreement is made, the Architect shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify, defend and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, intentional, or otherwise wrongful acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. The Architect agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statutes, Chapter 466 or otherwise.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties will endeavor to mediate before any dispositive motions or trial.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction located in Hennepin County, Minnesota

Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except for amounts that are the subject of a good faith dispute under the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.425 ("Prompt Payment Act"), if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination after seven (7) days written notice by Architect or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums which are not the subject of a good faith dispute prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner's non-exclusive license to use the Instruments of Service shall be at no additional cost

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 All data applicable to this Agreement, including data regarded as trade secret by Architect, shall be governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

<< >>

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus << >> percent (<< >> %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

<< >>

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<< >>	percent (<< >>	%)
Design Development Phase	<< >>	percent (<< >>	%)
Construction Documents Phase	<< >>	percent (<< >>	%)
Construction Phase	<< >>	percent (<< >>	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<< >>

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the Architect shall be reimbursed for actual expenses incurred without any mark-up.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « forty-five » (« 45 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« 4.00 » % « per annum »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the Prompt Payment Act.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Record Keeping—Availability and Retention

Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Architect agrees that the books, records, documents and accounting procedures and practices of Architect, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Architect shall maintain such records for a minimum of six (6) years after final payment.

§ 12.2 Data Practices

Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Architect in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minnesota Statutes, Chapter 13, and Architect must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Architect. Architect does not have a duty to provide access to public data to the public if the public data is available from the Owner, except as required by the terms of this contract.

§ 12.3 Non-Discrimination

Pursuant to Minnesota Statutes, Section 181.59, the Architect will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Architect agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as modified.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

« »

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

TELBRAD

AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	8.



STAFF REPORT NO. 178
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Matt Hardegger, Transportation Engineer
Kristin Asher, Public Works Director
12/5/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the second reading of an ordinance amending Section 1305 of the Richfield City Code, authorizing the City Engineer to set speed limits on municipal roadways.

EXECUTIVE SUMMARY:

This ordinance amendment is one of three actions on the December 12, 2023 Council agenda related to the reduction of speed limits in Richfield.

Staff were directed by Council to explore reductions in municipal speed limits under Minnesota Statutes, Chapter 169.14. In order for changes to take effect, the Council must legislate the responsibility for setting the speed limits. Other local cities, including Edina and St. Louis Park, have legislated this responsibility with an ordinance which states that the City Engineer shall set speed limits for local streets in accordance with Minnesota Statutes. This proposed ordinance would authorize the Richfield City Engineer set speed limits for local streets within the City.

Adoption of the ordinance would allow the City Engineer to implement the proposed city-wide speed limit changes developed over the course of 3 work sessions (October 11, 2022/May 9, 2023/October 24, 2023), and summarized in the staff presentation from the October 24, 2023 work session. The staff presentations and minutes from these meetings are attached to this report.

The procedures developed by staff would result in 25 mile per hour speed limits on most city-owned roadways. This procedure utilizes optional considerations in the state Manual on Uniform Traffic Control Devices to set a maximum speed limit of 25 miles per hour on roads that either have a marked and designated on-street bicycle lane, have no sidewalks, or have two vehicle thru lanes (either divided or undivided). On all other city streets, the speed limit would be set by rounding the median speed to the nearest 5 miles per hour value. This procedure also creates a process for residents to request a lower speed limit in their neighborhood or along defined collector and arterial corridors within the city.

Currently, there is not Council consensus on the staff recommended speed limit on 76th and 77th Streets. Staff is providing an alternate option specific to 76th and 77th for Council consideration. To conform with Minnesota Statutes, the alternate option will need to be passed by resolution, while the City Engineer would set the speed limit on all other streets per the ordinance.

Staff has also provided a resolution to rescind the urban district designation on Lyndale Avenue so that the Lyndale Avenue speed limit can be established by the City Engineer according to the proposed ordinance.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an ordinance amending Section 1305 of the Richfield City Code, authorizing the City Engineer to set speed limits on municipal roadways.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In 2019, Minnesota Statutes 169.14, Subdivision 5h was enacted, giving cities within the state the ability to set speed limits on locally controlled roadways based on the results of an engineering, traffic, and safety analysis. In 2021, the Council directed staff to explore a speed limit reduction in the city.

Most roads have a default speed limit of 30 mph per Minnesota Statutes 169.14, Subdivision 1. Lyndale Avenue has a speed limit of 30 mph, set by Council Resolution No. 11750 on July 14, 2020. 76th and 77th Street have speed limits which range from 30 to 40 mph based on the results of a speed investigation conducted by MnDOT in the early 2000s.

Staff reviewed national guidance, existing traffic patterns in the city, and historical crash data to develop procedures to set speed limits in accordance with Minnesota Statutes. Staff provided Council updates and received feedback on these processes over the course of three work sessions in October 2022, May 2023, and October 2023.

The final staff recommendation is to set the speed limit for most city streets to 25 mph, with West 76th Street signed at 30 mph west of Penn Avenue and 35 mph from Penn Avenue to 77th Street, and 77th Street signed at 35 mph from east of 76th Street to MN Highway 77. The speed limit in alleys would remain 10 mph and the speed limits on MnDOT and County highways will remain unchanged as they are not controlled by the city.

Implementation of the proposed speed limit change, if approved by Council at this meeting, is expected to commence with a public education campaign and sign replacement in Spring 2024 followed by an anticipated changeover date in Summer 2024.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic considerations: none

Equity considerations:

1. Lowering speeds on municipal roadways creates safer conditions for all users of the roadway, especially the most vulnerable users who are walking, biking, and rolling. Lower speeds have been demonstrated to decrease the likelihood of serious injuries and fatalities in vehicle crashes.
2. Lower speed limits do increase the potential for residents who do not change their learned driving behavior to be at risk of being cited by police for speeding.
3. A modest increase in vehicular travel time is anticipated for drivers who follow the lowered speed limits.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Speed limits in Minnesota are governed by Minnesota Statutes, Section 169.14. Subdivision 5h allows cities to:

"...establish speed limits for city streets under the city's jurisdiction other than the limits provided in subdivision 2 without conducting an engineering and traffic investigation. This subdivision does not apply to town roads, county highways, or trunk highways in the city. A city that establishes speed limits pursuant to this section must implement speed limit changes in a consistent and understandable manner. The city must erect appropriate signs to display the speed limit. A city that uses the authority under this subdivision must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis. At a minimum, the safety, engineering, and traffic analysis must consider national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public."

D. CRITICAL TIMING ISSUES:

Council action must be taken via adoption of this ordinance in order for staff to begin producing speed limit

signage to install in the summer of 2024 and to effectively communicate the changes to the public pursuant to Minnesota Statutes, Section 169.14, Subdivision 5h.

E. FINANCIAL IMPACT:

- Funding for the speed limit signage and education campaign is included in the 2024 Capital Improvement Budget.
- Minor costs in the form of Public Works materials and staff time will be needed to produce and physically install the signs.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

- Council could approve this ordinance and adopt a separate resolution designating 76th and 77th Streets as "urban districts", as defined by Minnesota Statutes, Section 169.011, and direct staff to sign the corridor accordingly at 30 miles per hour.
- Council could reject the ordinance, leaving the speed limits on municipal streets at the current speed limits.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
□	Speed Limit Ordinance	Ordinance
□	Existing Speed Limits Map	Exhibit
□	Proposed Speed Limits Map	Exhibit
□	Speed Limit Work Session Materials	Exhibit

BILL NO. 2023-

**AN ORDINANCE AMENDING CHAPTER XIII OF THE
RICHFIELD CODE OF ORDINANCES PERTAINING TO
PARKING AND TRAFFIC**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Chapter XIII, Section 1305 of the Richfield Code of Ordinances is amended to add Subsection 1305.41 as follows:

1305.41 – Regulation of Speed.

Speed limit on city streets. The city engineer may establish speed limits for city streets under the city's jurisdiction as authorized in Minnesota Statutes, Section 169.14. A comprehensive listing and the procedures relied upon to establish speed limits under this section shall be kept on file by the city engineer and will be made readily available for public inspection.

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

Read by the City Council of the City of Richfield, Minnesota this 14th day of November, 2023.

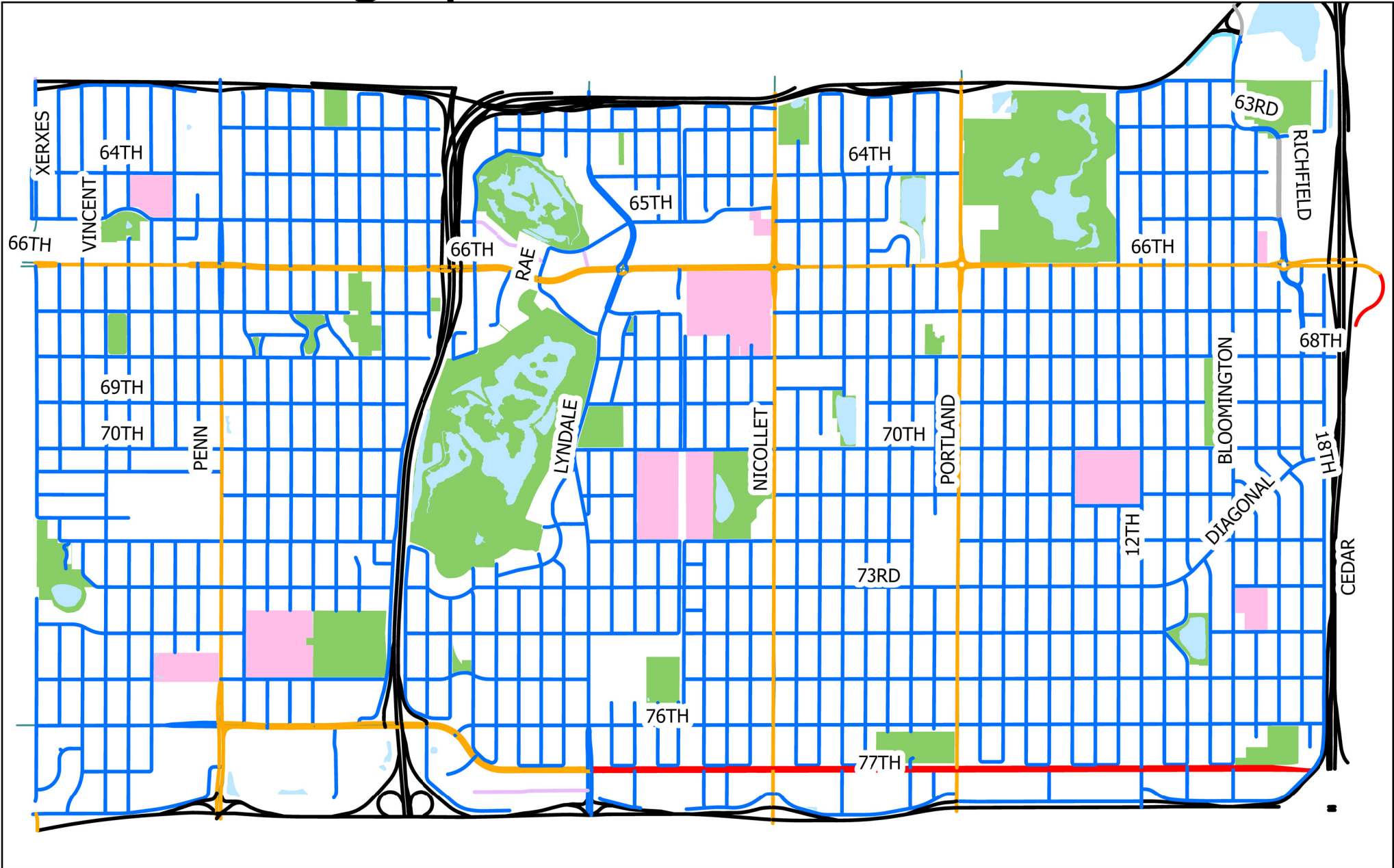
Passed by the City Council of the City of Richfield, Minnesota this 12th Day of December, 2023.

Mary Supple, Mayor

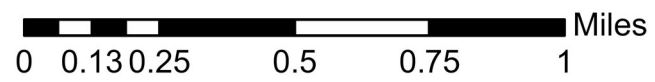
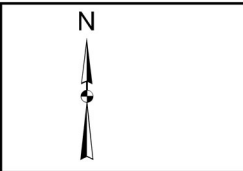
ATTEST:

Dustin Leslie, City Clerk

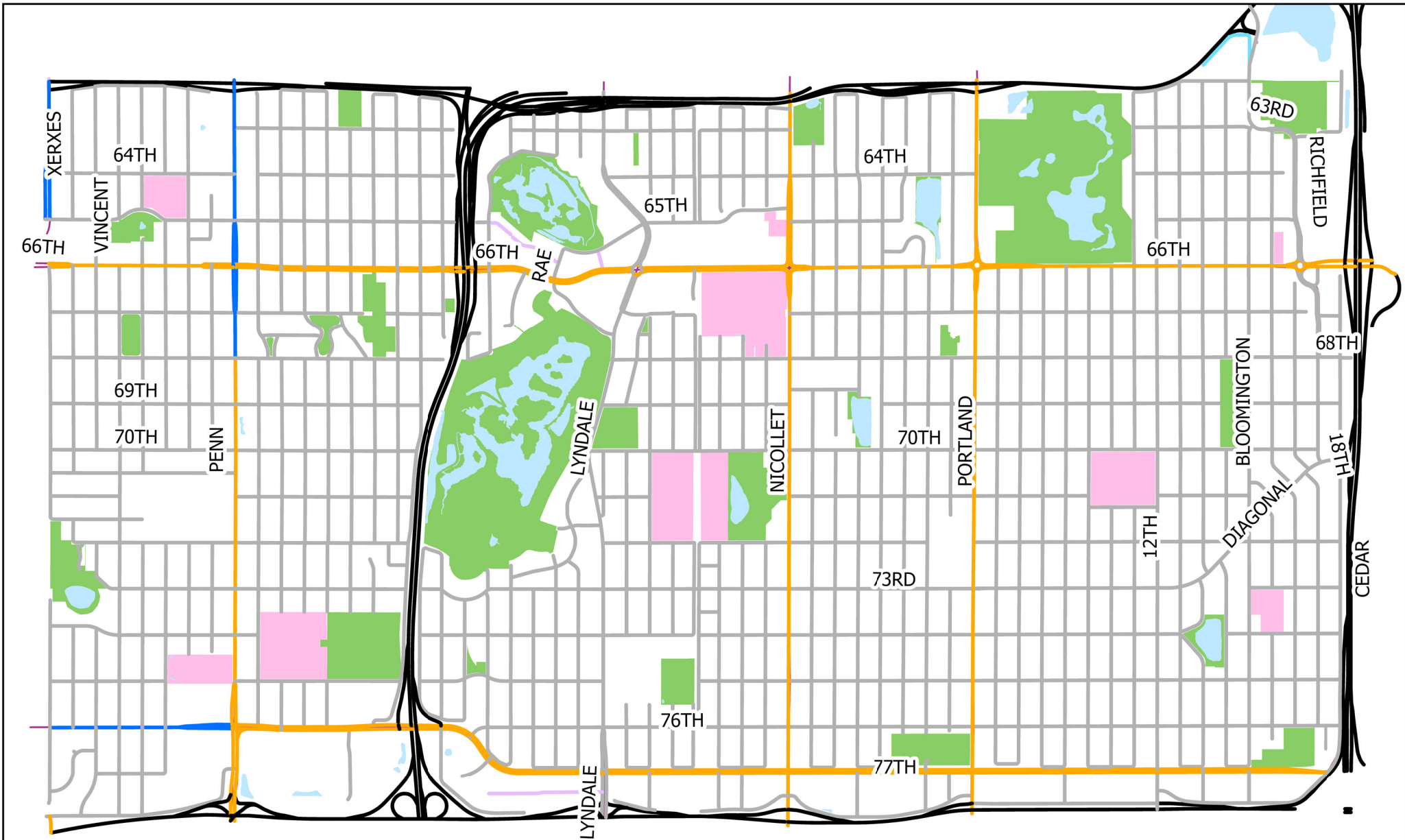
Existing Speed Limits - October 2023



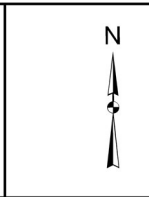
	Lakes		25
	Parks		30
	Schools		35
	Private Road		40
	20 (Minneapolis)		State Road



Proposed Speed Limits - October 2023



Lakes	25
Parks	30
Schools	35
Private Road	State or Airport Road
20 (Minneapolis)	



Miles

Note: Richfield does not control speed limits on Hennepin County Roads
 (66th Street, Portland Ave, Nicollet Ave, Penn Ave, Xerxes/York Ave)



Staff Report from prior meeting - For reference only

AGENDA SECTION: Work Session Items
AGENDA ITEM # 2.



STAFF REPORT NO. 24

WORK SESSION

10/11/2022

REPORT PREPARED BY: Ben Manibog, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/5/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2022

ITEM FOR WORK SESSION:

Overview of local speed limits, staff's ongoing speed limit study, possible options the city can proceed with, and a staff recommendation for discussion.

EXECUTIVE SUMMARY:

Public Works staff seek to use this work session to provide a general update to the City Council and Transportation Commission on the status of local speed limits, possible options the city can proceed with, and staff's proposed recommendation for discussion.

Staff recommend a default speed limit of 25 mph with exceptions for select 30 mph roads and one 35 mph road. Alleys would remain at 10 mph. Making an official speed limit change will require a subsequent council meeting with corresponding resolutions and ordinances.

DIRECTION NEEDED:

Staff is seeking direction from City Council and the Transportation Commission on the following questions:

- **Should Public Works continue to evaluate local speed limits?**
- **What additional information do Council members or Commission members need to make decisions?**

BACKGROUND INFORMATION:

A. HISTORICAL CONTEXT

In 2019, the Minnesota Legislature gave cities increased authority to set local speed limits. This legislation does not include county, state, airport, or private roads.

All Minnesota cities that set local speed limits must:

- Do it in a "consistent and understandable manner"
- Do it "based on the city's safety, engineering, and traffic analysis"
- Provide "appropriate signage"
- Consider "methods to effectively communicate the change to the public"

Since then, some cities in the metro have evaluated their speed limits and made changes. Richfield staff

Staff Report from prior meeting - For reference only

was directed to evaluate our current traffic landscape and make a recommendation on whether our speed limits should change.

From 1998 to 2001, the City of Richfield (as a part of our legislative priorities) supported legislation for a 25 mph urban speed zone.

In 2018, the city's pedestrian plan included a measure to "Pursue legislative policy changes to allow for reduced speed limits on residential streets".

Under current state statute, the default speed limit for any local road is 30 mph and for any alley is 10 mph.

Historically, speed limits have been set based on the 85th percentile speed, the speed where 15% of people travel faster. In the past ten years, there has been building evidence this method is outdated. A study by the National Transportation Safety Board found that there was no evidence equating to lower crash involvement when setting with the 85th percentile. The current recommended changes to the Manual of Uniform Traffic Control Devices (MUTCD) state that the 85th percentile should apply only on freeways, expressways, or rural highways. The MUTCD still awaits an update after public comments were taken in 2020 and 2021.

The National Association of City Transportation Officials (NACTO) released guidance on setting local speed limits in 2020. As a part of their guidance and recommendations, the maximum speed limit for urban areas is 35 mph. This maximum limit is for roads with low activity AND low conflict density.

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

Changing speed limits requires an ordinance clarifying the city code as well as other housekeeping resolutions.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

Speed limit changes are included in the 2023 CIB and 2024 CIP for an overall total cost of \$200,000.

The costs include new signs, traffic signal re-timing and modifications, and a public education campaign.

E. LEGAL CONSIDERATION:

Changing speed limits requires an ordinance clarifying the city code as well as other housekeeping resolutions.

ALTERNATIVE(S):

None

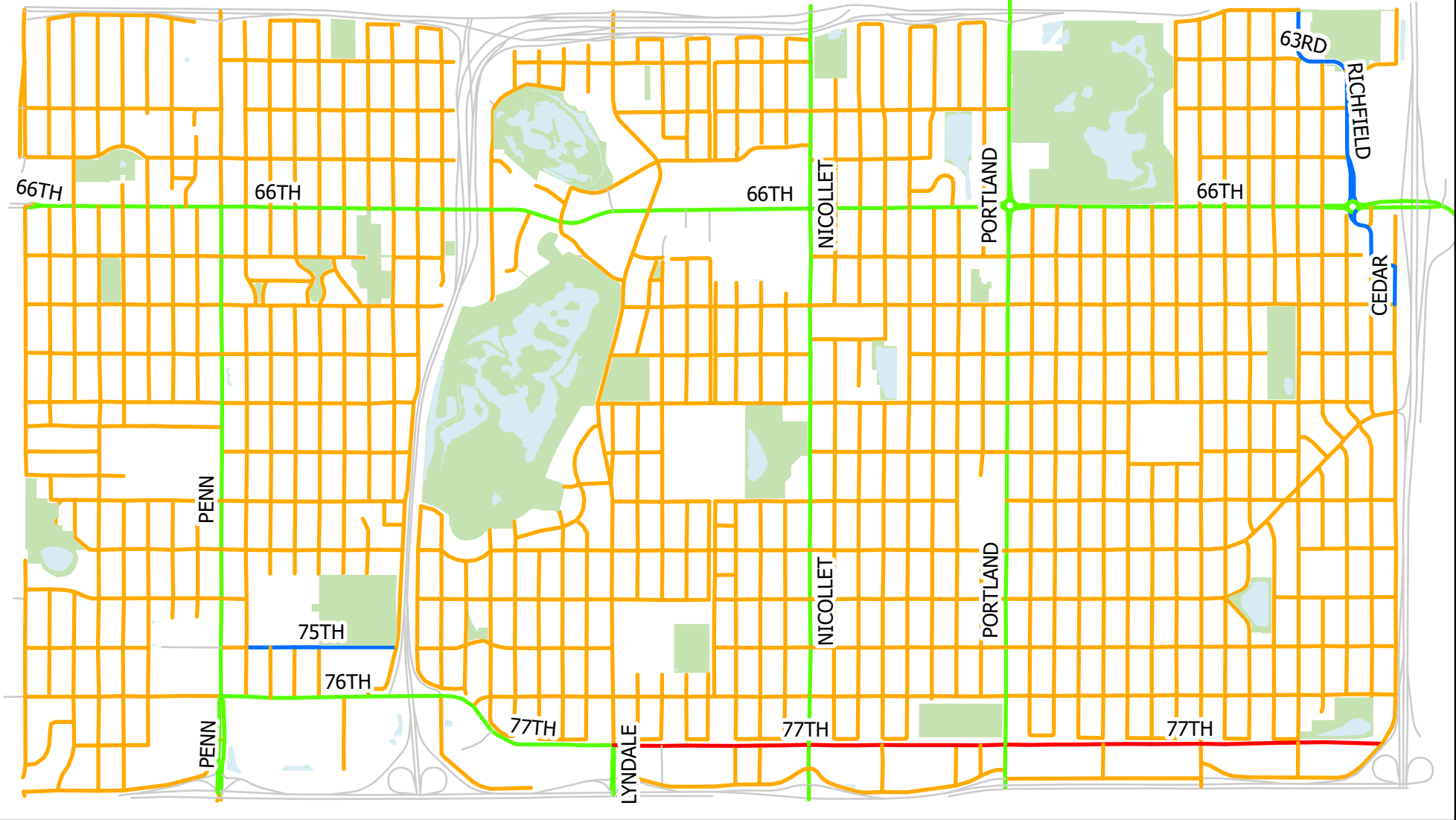
PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

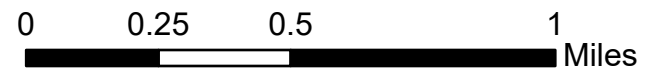
Description	Type
▢ Existing speed limits	Exhibit
▢ Road jurisdiction map	Exhibit
▢ Recommended speed limits 10/11/22	Exhibit
▢ Staff presentation	Presentation

Existing speed limits 2022

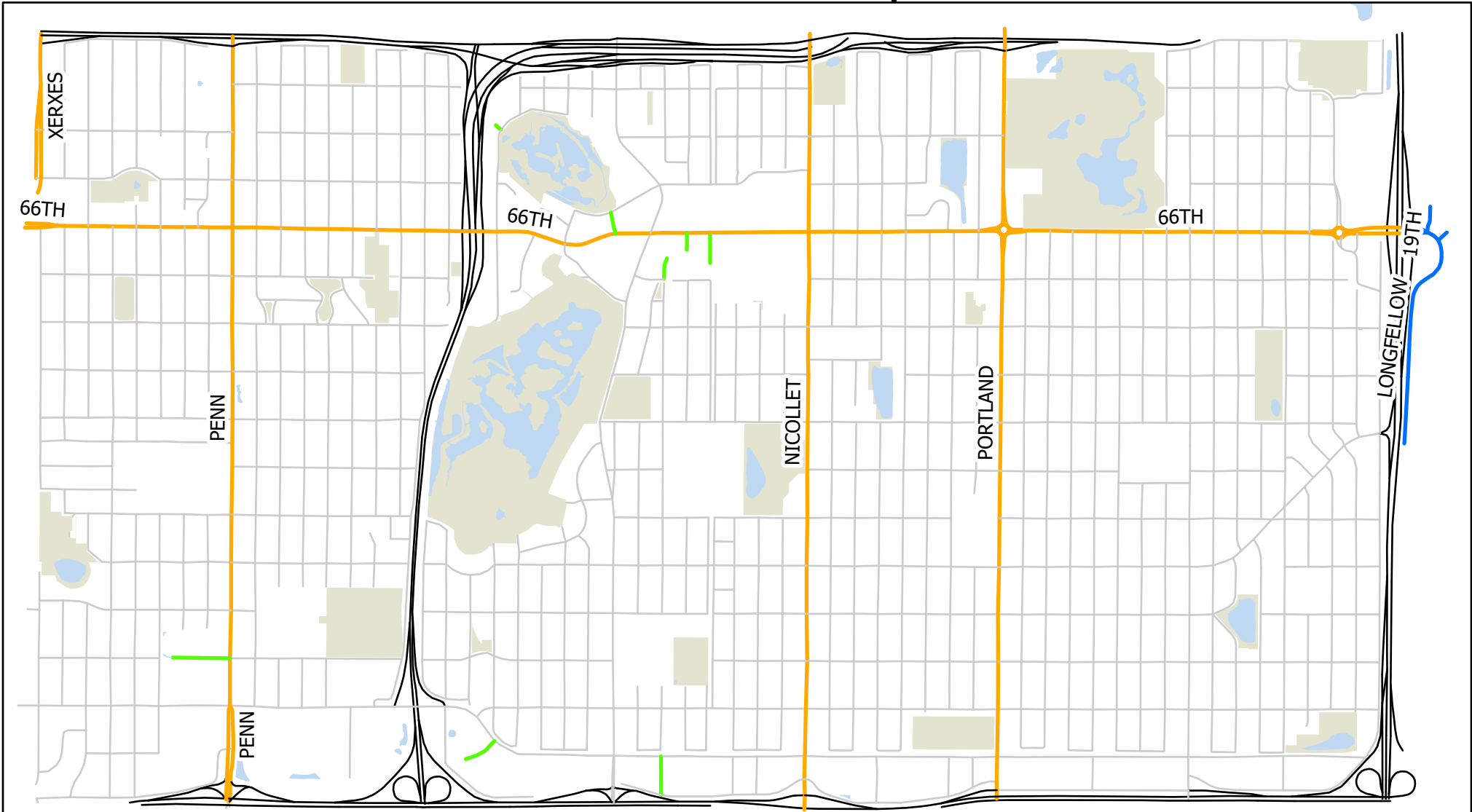


Existing speed limit

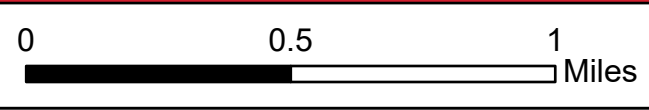
- 25 mph
- 30 mph
- 35 mph
- 40 mph
- Highway, private, or other community



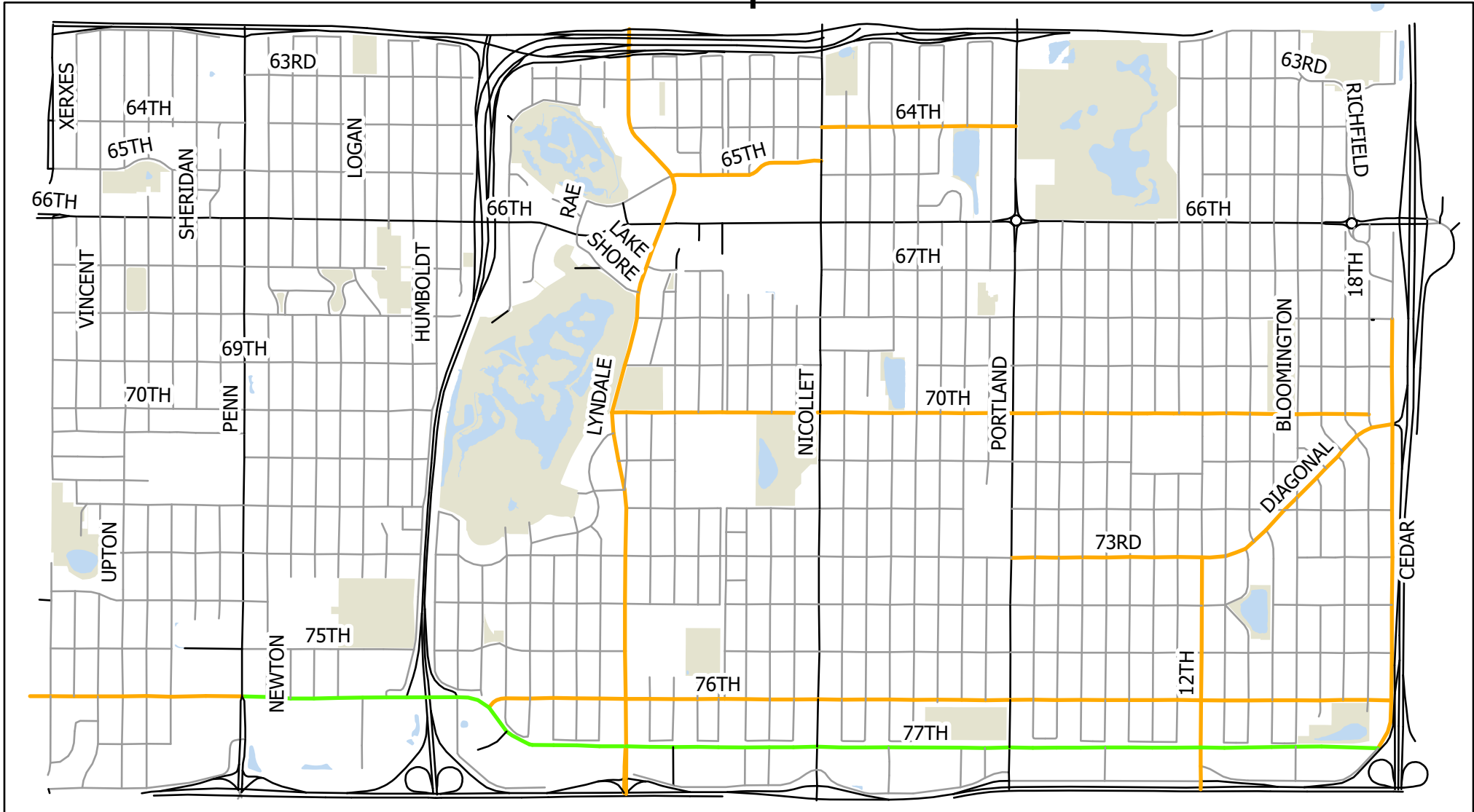
Road ownership 2022



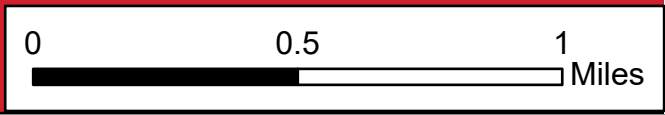
- Agency
- City road
 - County road
 - State road
 - Private road
 - Airport road



Recommended speed limits 10/11/22



- 25 mph
- 30 mph
- 35 mph
- County, state, or private road





CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Joint City Council and Transportation Commission Work Session

October 11, 2022

CALL TO ORDER

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

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

Transportation Commission Members Present: Husniyah Bradley, Chair; David Gepner, Jim Mahoney, Kyle Schmidt; Dan Edgerton

Transportation Commission Members Absent: Mollie O'Howard, Jeffrey Walz, Louis Dzierzak

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Chris Link, Deputy Public Works Director; Joe Powers, City Engineer; Ben Manibog, Transportation Engineer; Scott Kulzer, Administrative Aide/Analyst; Jay Henthorne, Public Safety Director/Police Chief; and Chris Swanson, Management Analyst.

Others Present: Jan Matheus, Bike Advocates Liaison; Kevin Wendt, Community Services Commission Liaison

ITEM #1	OVERVIEW OF THE EMERALD ASH BORER (EAB) REMOVAL ASSISTANCE ARPA PROGRAM AND SEEK DIRECTION FROM THE CITY COUNCIL ON CERTAIN PROGRAM DETAILS
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City Manager Rodriguez introduced the topic and turned over the presentation to Public Works Director Asher. Director Asher introduced the topic and asked for guidance from the City Council on the Emerald Ash Borer (EAB) Removal Assistance program funded by American Rescue Plan Act (ARPA) funds.

Director Asher turned the presentation over to Deputy Public Works Director Link and Administrative Aide/Analyst Kulzer. Analyst Kulzer provided an overview on the proposed EAB program including who would qualify for the funding and stated that staff is looking final input for council on a few parts of the EAB program.

Analyst Kulzer provided a summary on EAB in Richfield and highlighted the main questions staff had for City Council. These included staff capacity, the number of residents served, various cost share scenarios, and if there be a cap on how much the city provides to resident. Additionally, Analyst

Kulzer asked if Council believes we should open funding retroactively to assist the homeowners who had trees removed this year and if the city should require replacement trees to qualify for EAB funding. Analyst Kulzer then turned over the presentation to Deputy Public Works Director Link for additional comments on the proposed EAB program. Deputy Director Link went over pricing mechanisms for trees and detailed how the cost of removal can escalate quickly depending on the number of trees removed.

Council Member Hayford Oleary asked how many residents would have been eligible to receive funding if this EAB grant was offered in 2022. Deputy Director Link stated he was not sure how many would have met this requirement, as we don't know the income of the household who did have trees removed this year. Council Member Hayford Oleary recognized there are residents who have already paid for having trees removed. He was supportive of their decision, but does not feel that retroactively allowing these folks to apply for this new funding would further the city's goals of addressing EAB in Richfield.

Council Member Trautmann stated he had similar concerns as those mentioned by Council Member Hayford Oleary. He also shared concerns about placing a cap on payments and noted that many families already shoulder the burden disproportionately as their finances are capped by their income. He supported the staff recommendation to allow residents to retroactively apply for the new EAB funding.

Council Member Supple wondered what would happen if there were more applications than funding available. Deputy Director Link stated this program is first come first serve, but would also target specific areas of our communities identified in our equity toolkit. Analyst Kulzer mentioned city wide promotions along with targeted mailing to areas identified in the equity toolkit.

Council Member Whalen said he is worried about not having a cap because he doesn't want all the funds used by a small number of projects. That said, he also recognized that removing multiple trees from one property increases the costs but providing funding to community members in that case is ultimately a good use of these EAB funds. Council Member Whalen had a question on requiring replacement trees. He initially wanted to require replacement trees, but recognizes the additional staff time this would require. He would be interested in looking for ways the city can nudge residents to purchase replacement trees. Deputy Director Link stated we're limited by what we can purchase with an assessment. As it stands, state law on tree assessments only allow the city to cover the cost for a removal of a diseased trees. State law does not allow an assessment to cover the cost for a replacement tree. Council Member Whalen asked if, by structuring the EAB program as we have, we could support residents in at least assisting with the cost for the removal of the tree, and that, by providing that funding, the city is functionally providing the resident some money that could be used to purchase a tree. Deputy Director Link stated this is correct and the assessment process allows residents a full year to pay before the charge is placed on property taxes. He noted that just because a family participates in the program the tree abatement charge may not be assessed. Council Member Whalen thanked staff for the clarification statements and said he would be comfortable with staff proposals included in the report.

Council Member Supple agreed with the recommendations but would like staff to work to identify way to encourage residents to plant a wide variety of replacement trees.

Mayor Regan Gonzalez stated she is comfortable with most of the items proposed. She did still have a larger question on if the funds should retroactively be available to residents who had trees removed this year. She would like to hear more from council on this matter.

Council Member Hayford Oleary said he agrees with the Mayor and does not support allowing residents to retroactively apply for these funds.

Council Member Whalen felt that by allowing residents to retroactively apply for these funds, we would be not helping the most proactive people. He shared concerns about what would happen if not enough people apply and the city has remaining funds.

Council Member Supple supports allowing residents to apply for this funding retroactively as long as they follow the income requirements proposed by staff.

Council Member Hayford Oleary felt this may water down the impact the ARPA funds may have as few residents will be incentivized to remove more diseased Ash trees. Deputy Director Link stated this was the same discussion they had in their office. He said that staff ultimately decided they should allow residents to retroactively apply for funding as this is the most equitable approach.

Council Member Trautmann said he really doesn't have any strong thoughts on the matter.

Mayor Regan Gonzalez said she really could go either way on this question.

Council Member Hayford Oleary said Deputy Director Link's summary of their thought process on this matter makes sense and would support the staff recommendations.

Deputy Director Link thanked council for their input and provided a summary of the council's direction on the EAB funding program.

ITEM #2	OVERVIEW OF LOCAL SPEED LIMITS, STAFF'S ONGOING SPEED LIMIT STUDY, POSSIBLE OPTIONS THE CITY CAN PROCEED WITH, AND A STAFF RECOMMENDATION FOR DISCUSSION
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Mayor Regan Gonzalez introduced the topic for discussion for the work session and turned it over to Public Works Director Asher who passed the work session to Transportation Engineer Manibog. Engineer Manibog introduced the topic of discussion and went over the current speed limit environment in the state which outlined the state statute that dictates speed limits and the current limits in Richfield. Engineer Manibog went over what methods a number of other cities have in place for setting speed limits within their borders and the historical data on motor vehicle crashes in our city.

Council Member Supple asked if we can assume the reductions in crashes seen in recent years are from less driving during the pandemic or other factors like intentional traffic slowing design. Engineer Manibog said we cannot specifically identify what is causing this decrease but that we already saw this trend occurring before the pandemic. He stated we expect to continue to see these traffic statistics trend in the right direction in the future.

Engineer Manibog went over current speed data for the city collected by Public Works and Public Safety; the data shows that most drivers are driving below the speed limit. Engineer Manibog showed a map of where speed studies have been performed in our city. He noted these studies tended to trend to our white neighborhoods. Historically, speed studies have been performed at the request of the community.

Council Member Trautmann talked about how it's troubling to see the high number of serious injuries from traffic accidents we're experiencing in our city. He asked if staff had any thoughts on why we were seeing higher injuries from traffic accidents in Richfield. Engineer Manibog said many of these crashes are happening on county roads where there are higher allowed speeds.

Transportation Commission Chair Bradley said it would be good to know where these serious crashes are happening so we can work to reduce the trend. Engineer Manibog said he can get that data and will bring to the next meeting.

Council Member Whalen stated he suspects the majority of dangerous crashes are individuals not traveling the speed limit. He said he would like to talk at a later date about how we can do more to discourage individuals from speeding in the first place. He said he would like to know what additional actions we can take to get people to follow the posted speed limits. Engineer Manibog thanked council for those comments. He noted that speed limits are just one part of our toolbox we can use to

reduce these serious accidents. He also noted that cities have only been allowed to make these city specific speed changes since 2019.

Transportation Commissioner Gepner asked if this was an exercise in futility and asked for the thoughts of Police Chief Henthorne. Chief Henthorne responded that although we're still seeing speeders in Richfield it's not as many as there were a few years ago. He mentioned the Richfield Police Department receives complaints on speeding in neighborhoods, but the trend is mostly on the larger county roads.

Engineer Manibog went through the staff recommendations. The recommendations include a default 25 speed limit across the city, with higher speed limits on specific roads. Engineer Manibog noted that, with the staff recommendations, we still end up with higher speeds in more traditionally diverse neighborhoods, but we can continue to look at traffic calming items for areas in the future. He also went over how we are able to build flexibility built into these recommendations.

Transportation Commissioner Mahoney said he was interested in where serious crashes were happening. He wondered if the Council and Commission could get more information on these accidents. He was not sure if speed was the main issue with these incidents and was wondering if other calming measures may reduce the number of accidents in the city.

Council Member Hayford Oleary thanked staff for the presentation and said he feels the speed currently proposed by staff, 25 mph, is too high. He worried about the safety on roads that may be approved for higher speeds; look at what speeds are appropriate for the community and not what speeds residents are currently driving. Council Member Hayford Oleary showed a "20 is plenty" sign from Minneapolis and discussed how these slower speeds are much less dangerous to pedestrians. He asked staff for their reasoning behind the proposed 25 mph speed limit. Engineer Manibog talked about how our streets are generally wider and how there is a lot less on-street parking compared to other cities. Council Member Hayford Oleary agreed with these points, but shared that it's important to set a goal and that 77th Street should be set at the same speed as other main through roads.

Council Member Whalen acknowledged the difference between 20 and 25 mph and would push for a lower speed across the city. He stated that there are accessible roads people can use if they want to go faster. He shared a few specific areas he would like to adjust the standard speeds based on his own use of the roads and what he has heard from residents.

Commissioner Gepner wondered about adding more stop signs in residential areas to slow speeds.

Council Member Trautmann went over some specific areas that have a high concentration of pedestrians that are seniors and/or individuals with disabilities and shared that the lower speed limit is good for teenagers who are just learning to drive. Council Member Trautmann asked Chief Henthorne about the proposed speeds and if this change would overwhelm the police force. Chief Henthorne shared that Saint Louis Park did see some increase in enforcement and education when the speeds were dropped and that the Richfield Police Department would need to prepare for this additional work if these changes were adopted.

Transportation Commissioner Edgerton said some of the proposed speeds still seemed fast. He discussed how the time saved driving through the city in one of these faster speed zones is less than a minute, yet the mortality is significantly raised if there is a crash.

Council Member Supple agreed the city shouldn't not set limits based on the speeds community members are currently driving and the limits should be set to what speed we want people to be driving on these roads. She also agreed that even the proposed higher speed limits should be reduced as they would be safer.

Chair Bradley asked if there's data on who was stopped for speeding, what speed where they going, where were they located. She wanted to know if there were any disparities in enforcement in the data. She also asked if there were any traffic calming mechanisms projects pending and if there is

funding currently budgeted for this work. Engineer Manibog said the disparity information is not collected at the state level and that there is some funding already in the CIP.

Mayor Regan Gonzalez spoke about her support for exploring a 20 mph limit. She thanked staff for including the racial equity overlay in the presentations and encouraged all departments to include this information in future presentations. She said she would like to get more info on serious crashes and what other factors may be involved and to see mitigations plans, including traffic calming items, for areas that have a high number of these crashes.

Council Member Hayford Oleary thanked the other council members and commissioners for supporting lowering the default speed to 20 mph, but he would also support the limit for larger roads being 25 mph. He asked if Council Member Whalen would be comfortable with this proposed change. Council Member Whalen said he wasn't comfortable with going to 25 mph as people tend to drive around the speed limit, that could mean individuals driving upwards of 25 mph. He also stated that if we were to look at more enforcement, we should be not creating a more inequitable environment.

Council Member Trautmann noted that 77th Street is not a county road so we can control the speed limit on this road.

Commissioner Mahoney discussed that 25 mph is the average as half are driving slower but half are driving higher and that many drive slower as that is what they feel the roads are designed for.

Engineer Manibog provided a brief summary of next steps. From his notes, those present are generally interested in lowering the default speed to 20 mph for the city and evaluate if the higher proposed speeds are necessary. The attendees would like to see more data on what may be causing the elevated number of crashes which result in serious injury and there were also a number of street specific comments that staff will review.

ADJOURNMENT

Mayor Regan Gonzalez adjourned the work session at 6:56 p.m.

Date Approved: October 25, 2022



Chris Swanson
Management Analyst



Maria Regan Gonzalez
Mayor



Katie Rodriguez
City Manager



2. Speed limit study overview

Joint city council meeting
October 11, 2022

Ben Manibog (he/him)
Transportation engineer

Purpose

- Inform on speed limit law and current policy
- Create understanding for future options
- Gather feedback and staff direction

Staff recommendation

- Default speed limit of 25 mph
- Exception streets for 30 and 35 mph
- Alleys remain at 10 mph

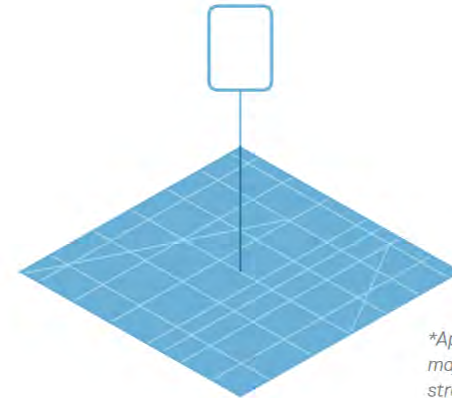
Potential approaches

1. No changes
2. Default speed limits
3. Create “slow zones”
4. Set by corridor

*Methods **can** be combined*

Default Speed Limits*

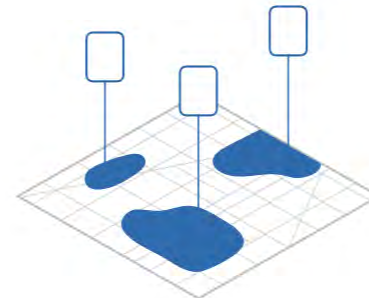
Set default speed limits on many streets at once.



**Applicable on all streets—major, minor, and shared streets / alleys*

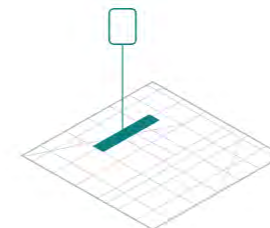
Slow Zones

Designate slow zones in sensitive areas.



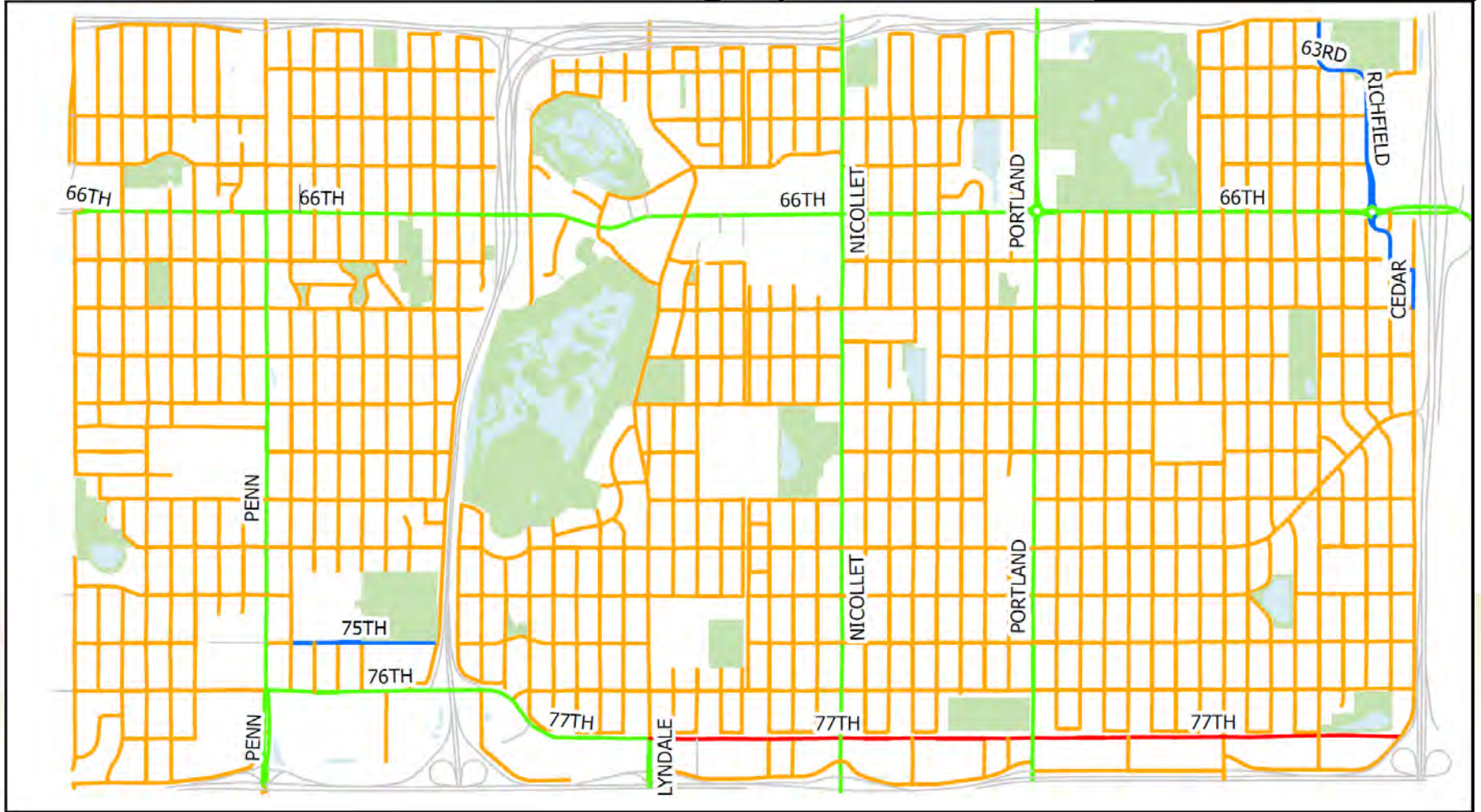
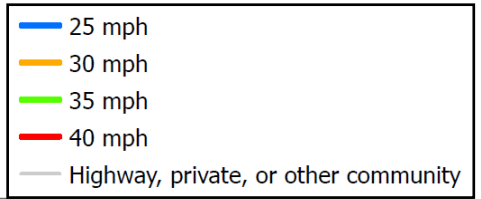
Corridor Speed Limits*

Set corridor speed limits on high priority major streets using a Safe Speed Study (see page 58).



**Applicable on major streets only*

Current speed limits



- Alley speed limit remains 10 mph

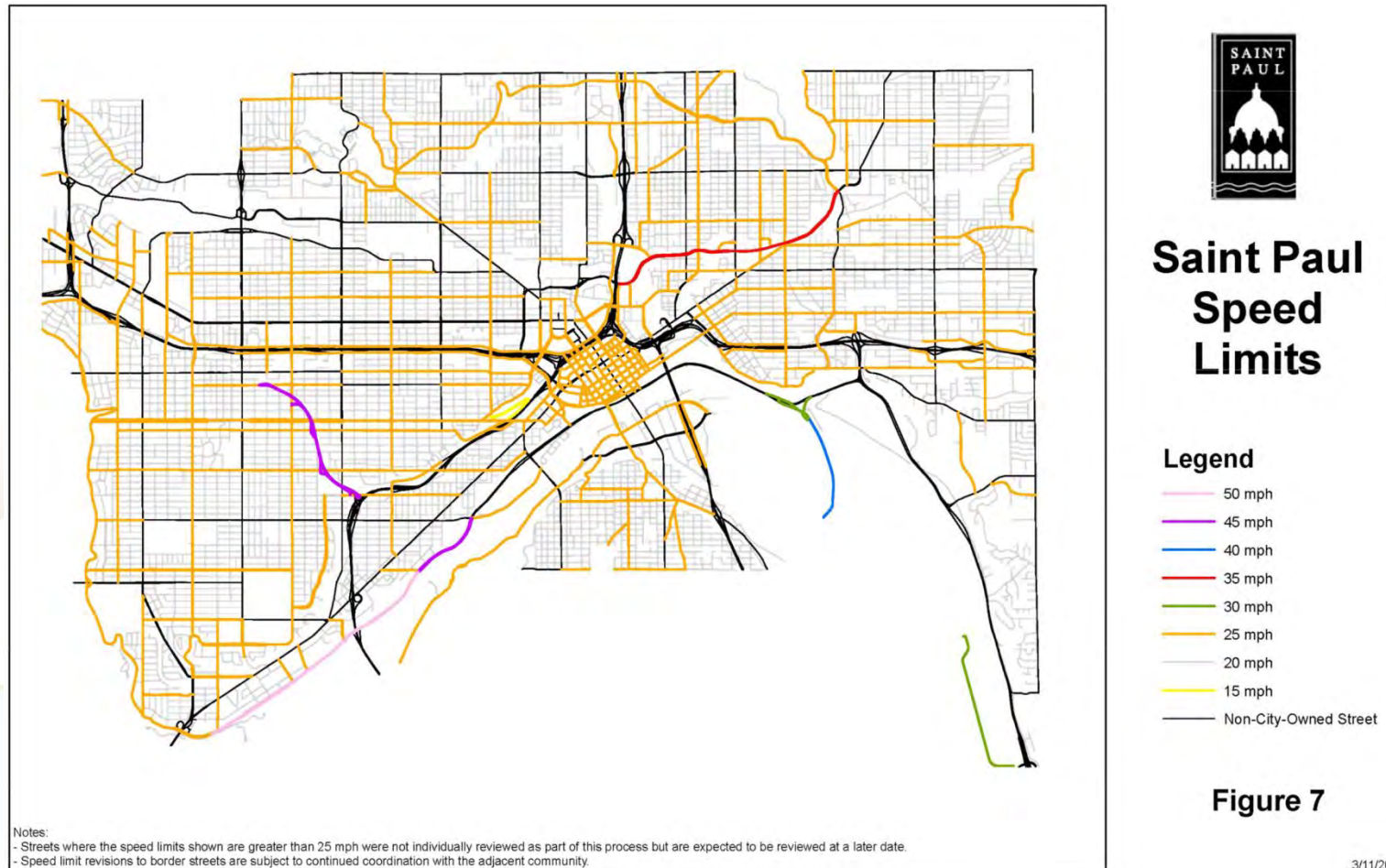
Default speed limit - all

- Where **all** local roads are the same speed



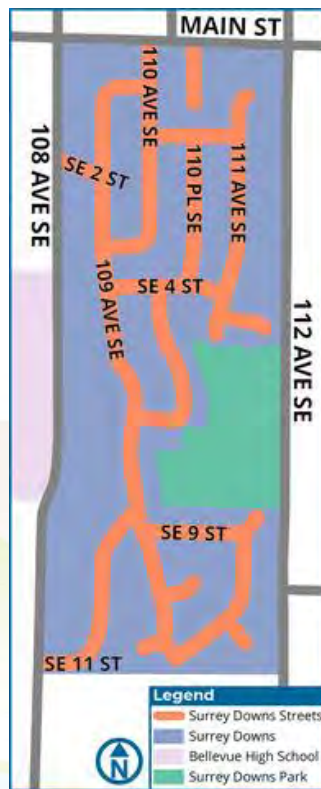
Default speed limit - categories

- Criteria for **each** default speed limit
 - Ex. Major, minor, and exception streets



Slow zones

- Ex. Neighborhood, district, school zone



Bellevue, WA



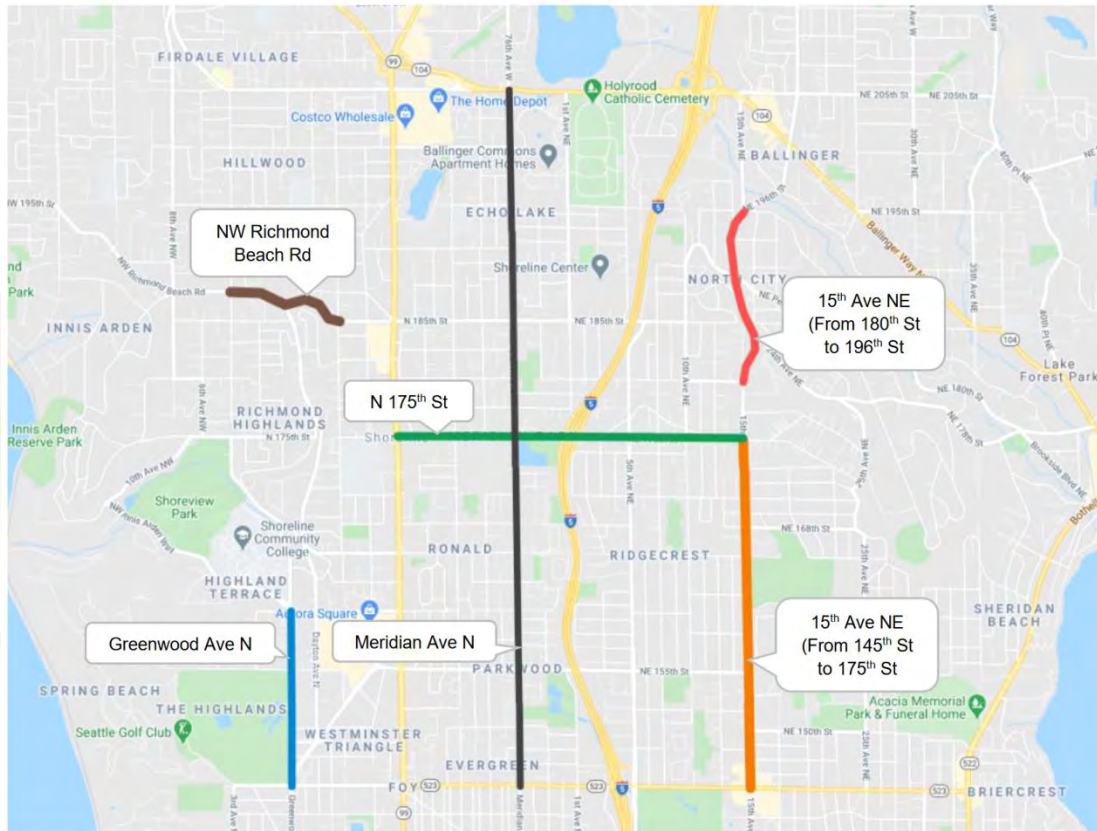
Alexandria, VA

By corridor

Rochester, MN

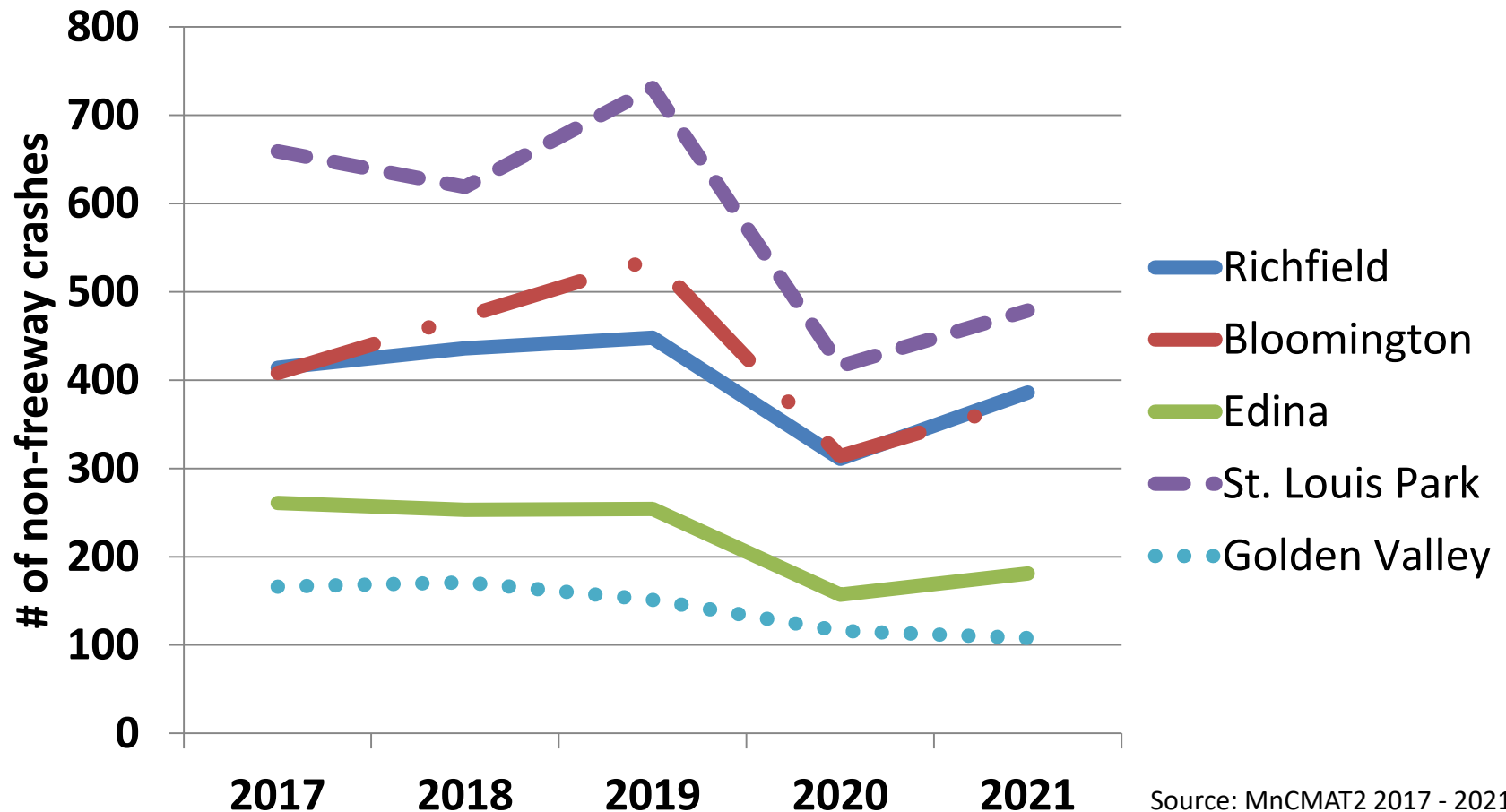
- **Major Arterials** and **Strategic Arterials** unchanged at this time. New build or reconstructions designed for 30 mph.

Shoreline, WA



Overall crashes

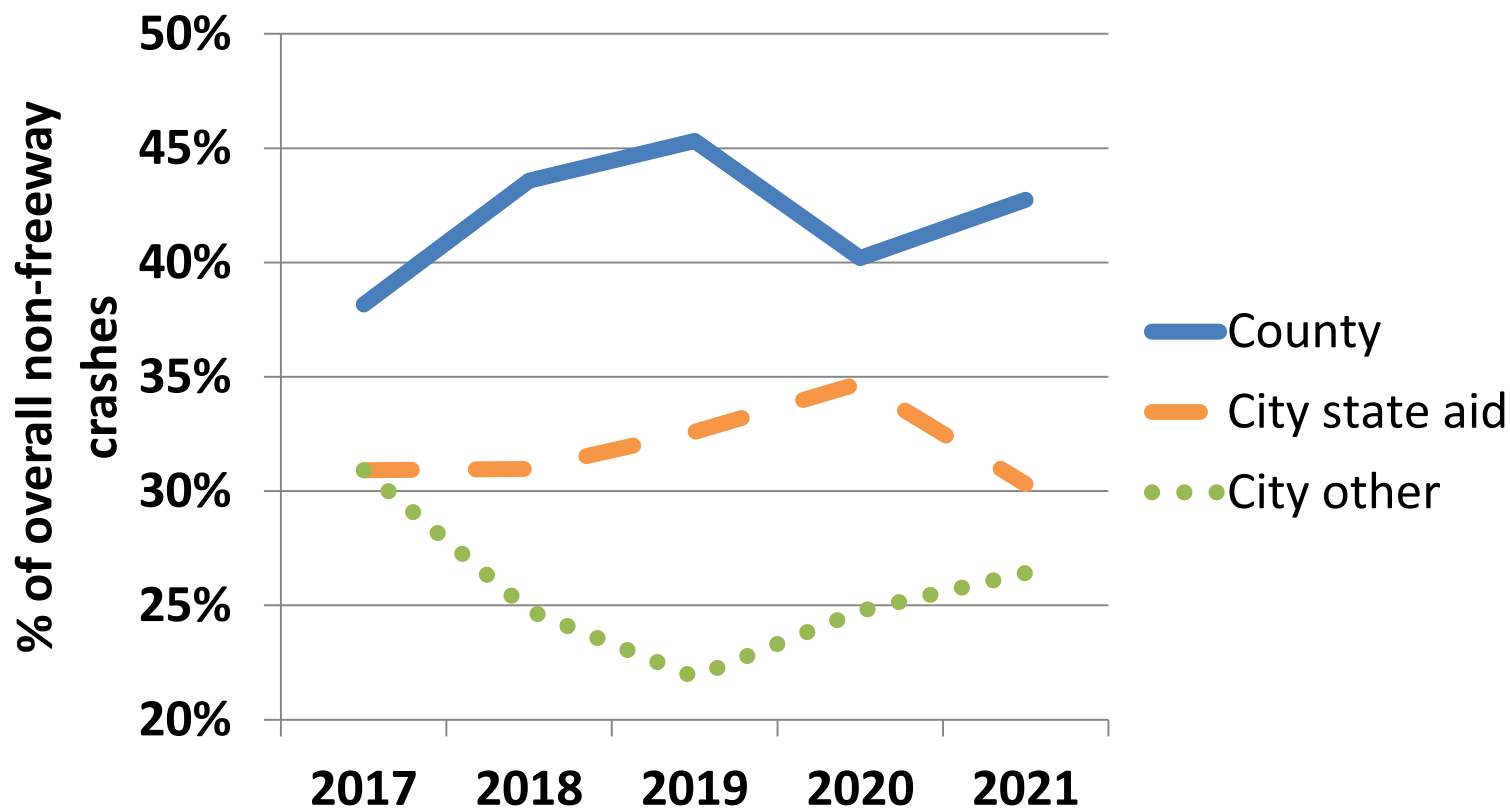
- Crashes have decreased



Source: MnCMAT2 2017 - 2021

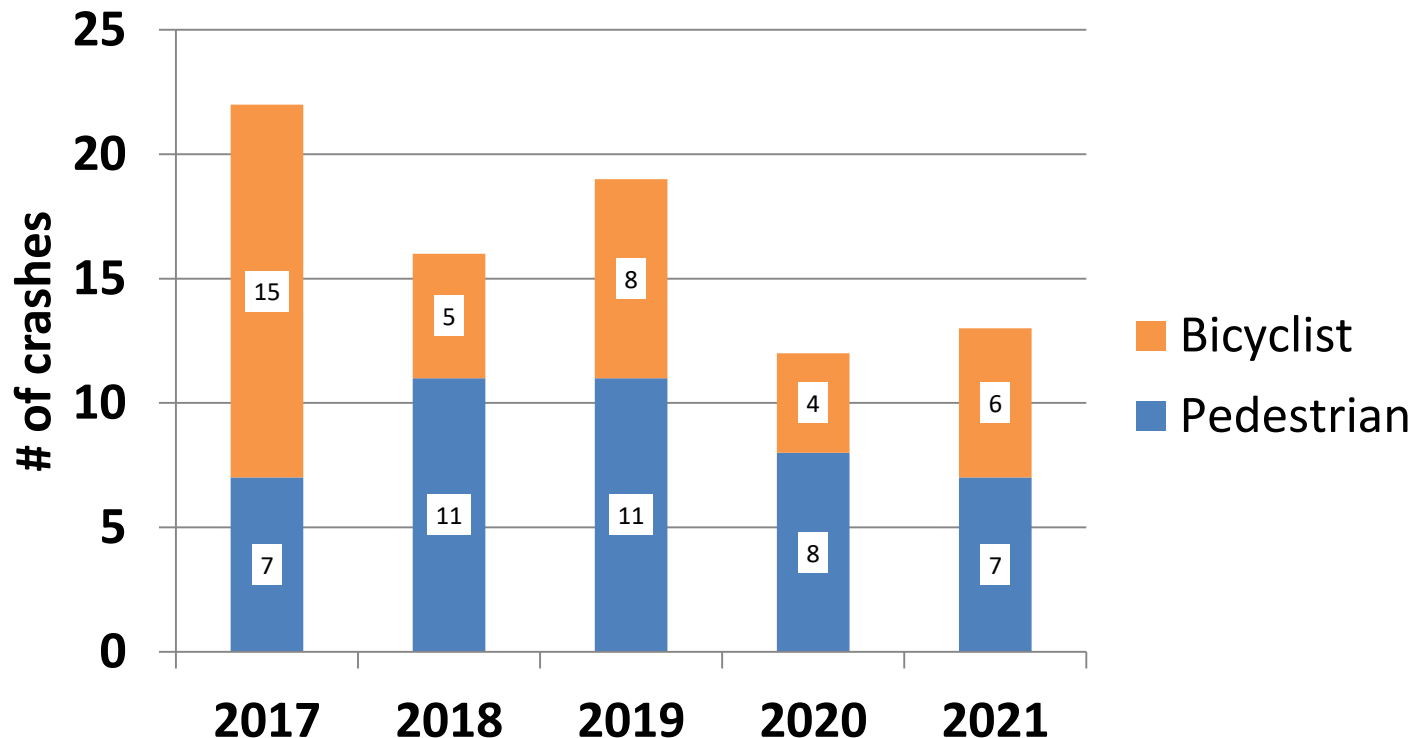
Road system

- In Richfield, crashes occur increasingly on county roads



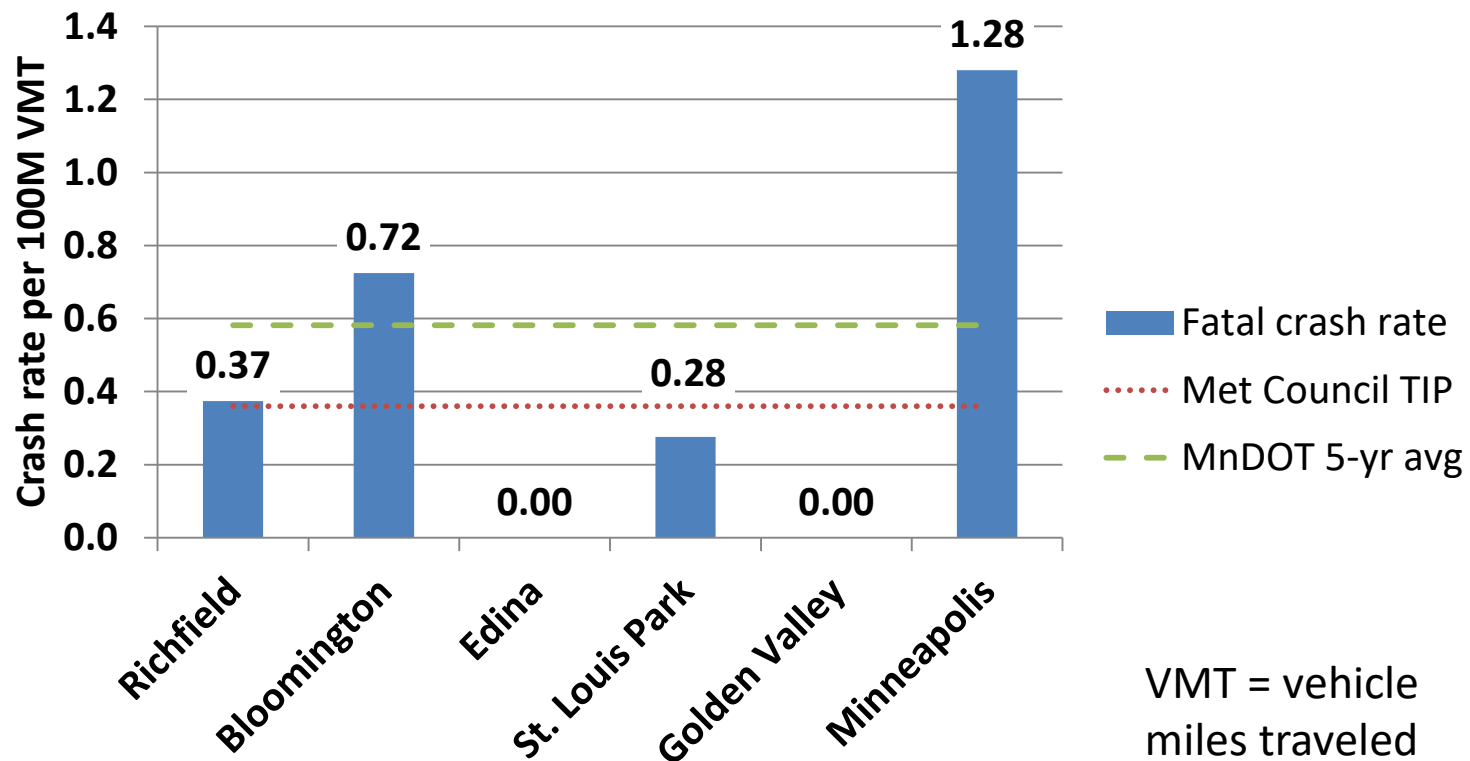
Pedestrian/Bicyclist

- In Richfield, pedestrian and bicyclist crashes have decreased



Fatal crashes

- Richfield meets regional goals for fatal crashes. However, fatal crashes still occur.

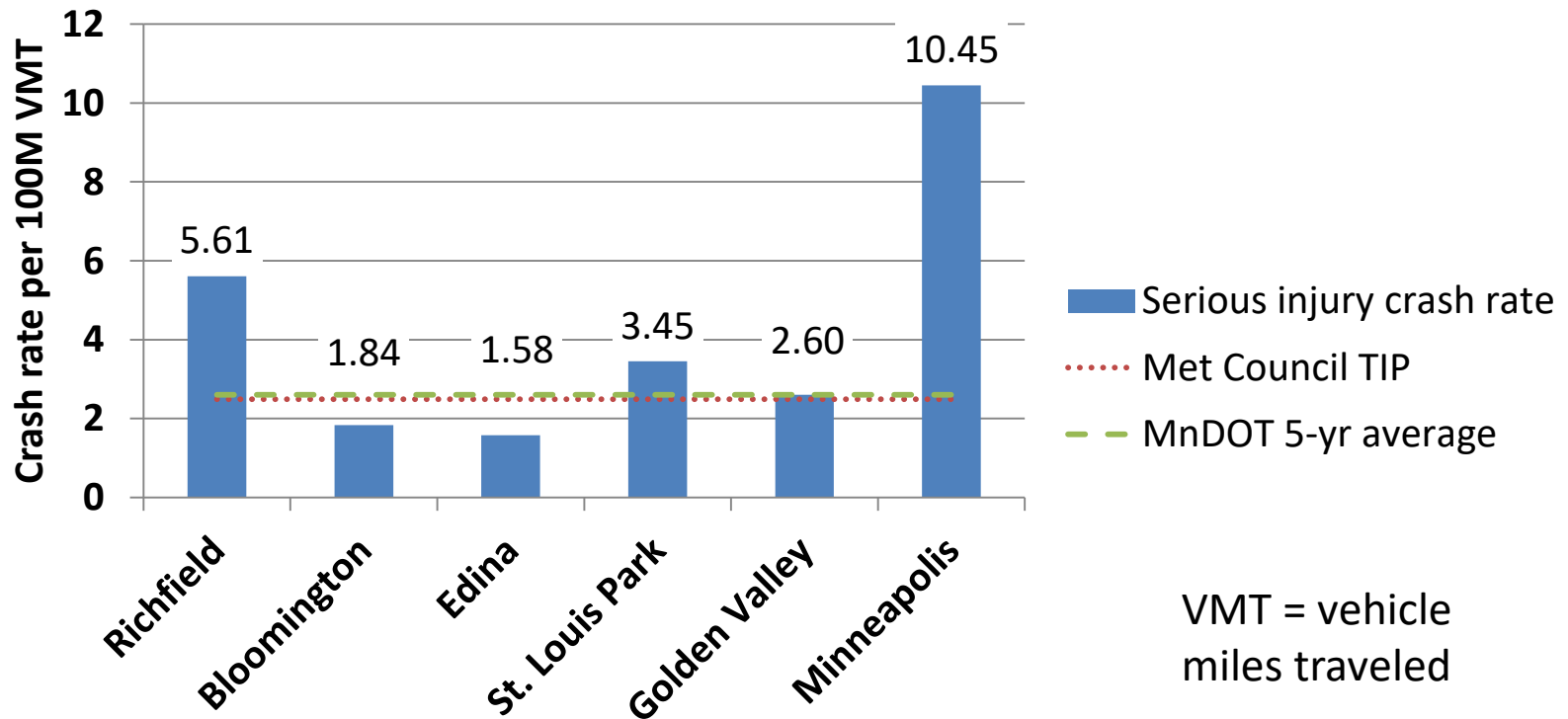


Source: MnCMAT2 2017 – 2021, Metropolitan Council, MnDOT



Serious injury crashes by use

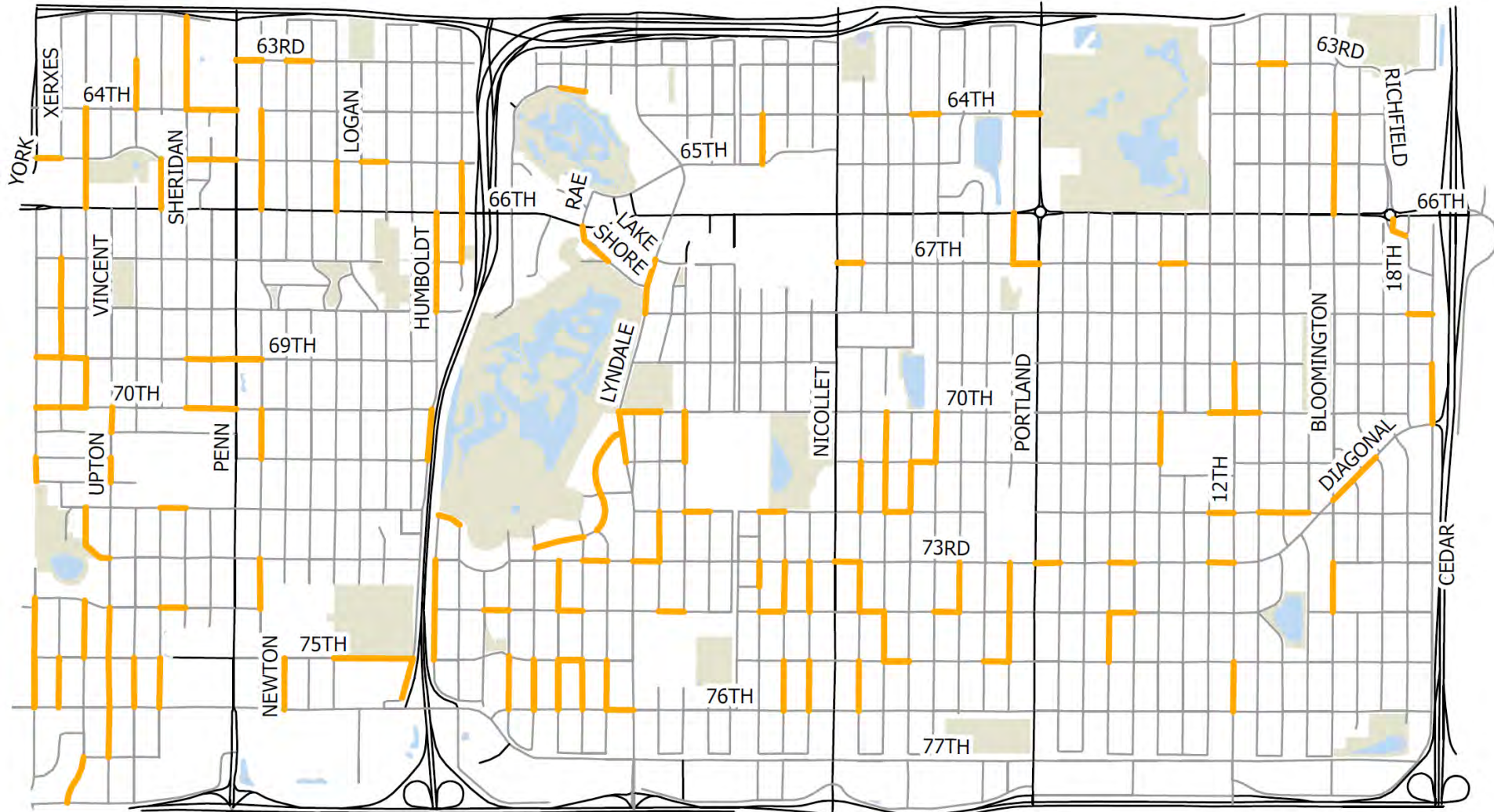
- Richfield has more serious injury crashes than our peers



Source: MnCMAT2 2017 – 2021, Metropolitan Council, MnDOT

Traffic counts

- Speed counts since 2010
- City road
- Non-city road



Driver speeds

- Most people travel **under 25 mph** on quiet roads AND under 30 mph on others

Local roads	Median speed [mph]
Roads with < 1,000 veh/day	24.2 mph
Roads with > 1,000 veh/day	28.3 mph
Roads with > 2,000 veh/day*	29.2 mph

*Excludes 77th St

Race equity

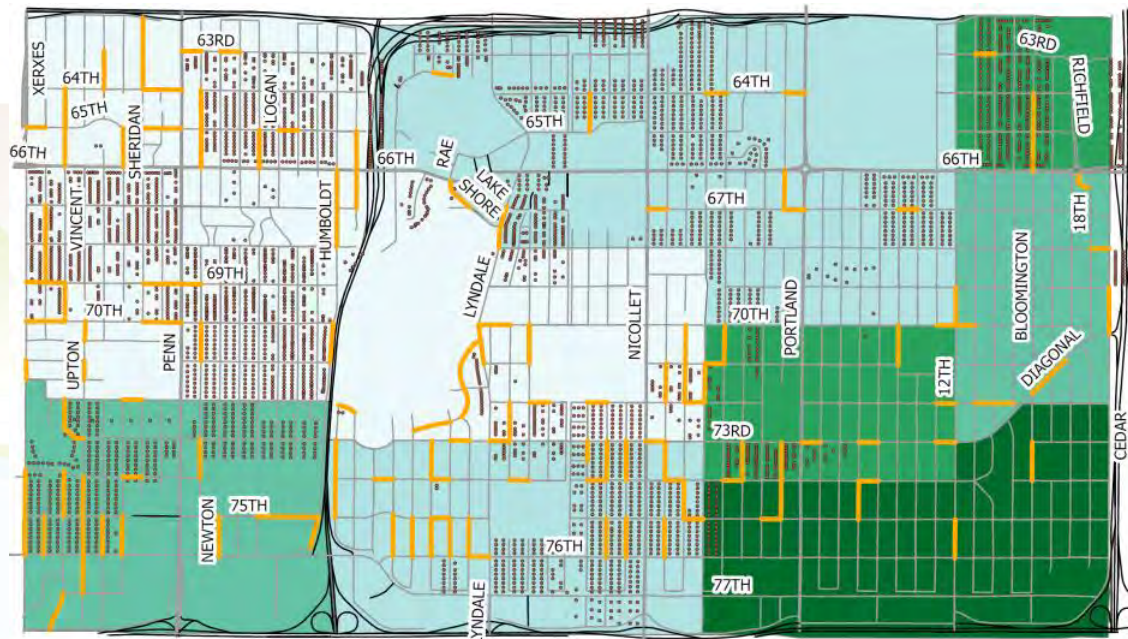
- Speed counts since 2010
- Homes with racial covenants
- Percentage of Non-White residents
- 18% - 26%
- 26% - 35%
- 35% - 45%
- 45% - 54%
- 54% - 64%



Source: City of Richfield, Metropolitan Council, Mapping Prejudice

Race equity (2)

- More data was available in Whiter neighborhoods
- Counts were done by request through public works or public safety



Proposed speed limits - 25

- Default 25 mph for any local road
 - Ex. Elliot Ave at 74th St



Proposed speed limits - 30

At least:

Ex. 76th St at Bryant Ave

- A half-mile segment
- More than 1,000 veh/day
- Median speed of 30 mph

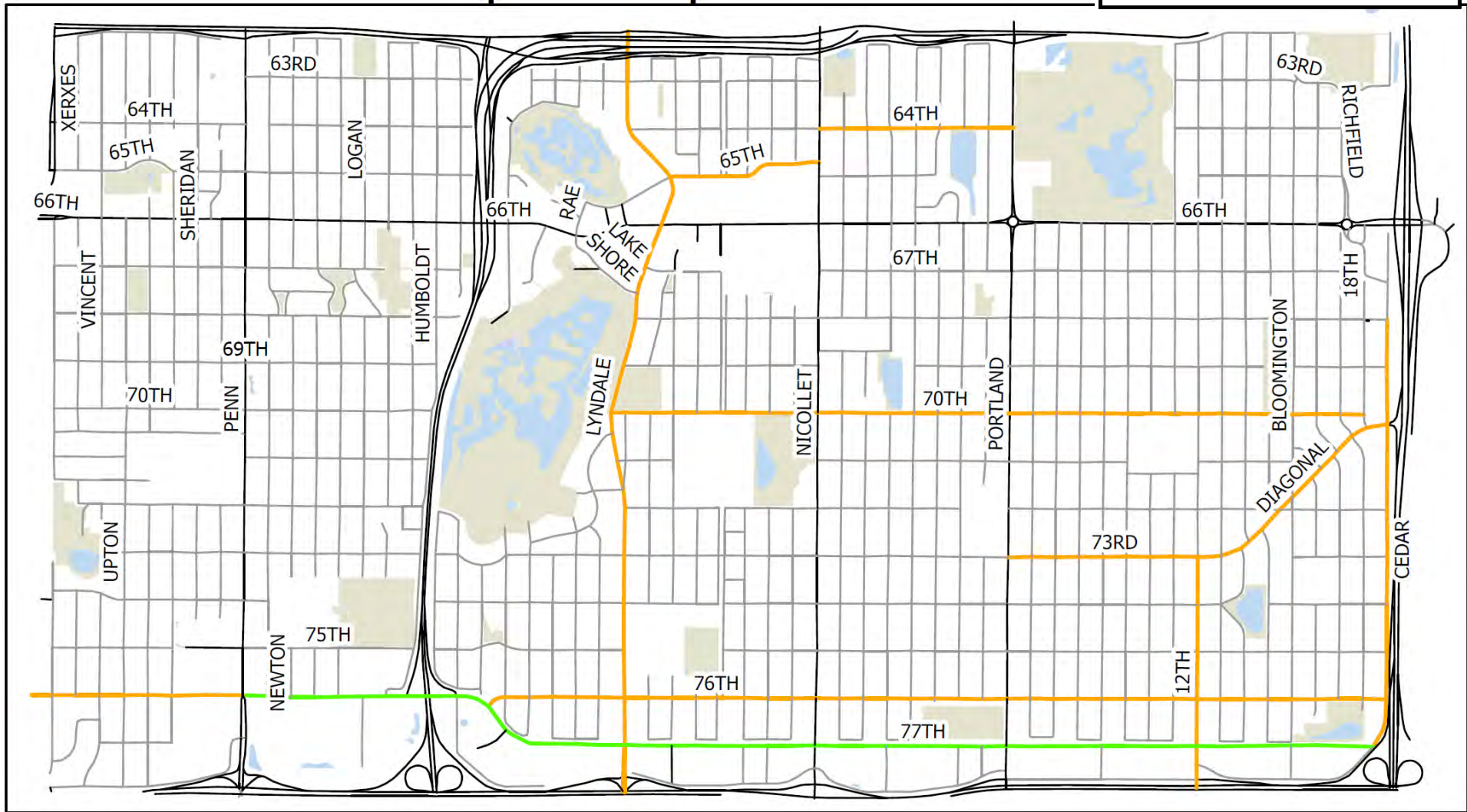
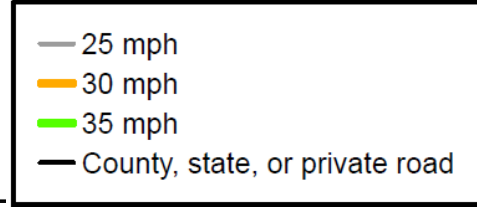


Proposed speed limits - 35

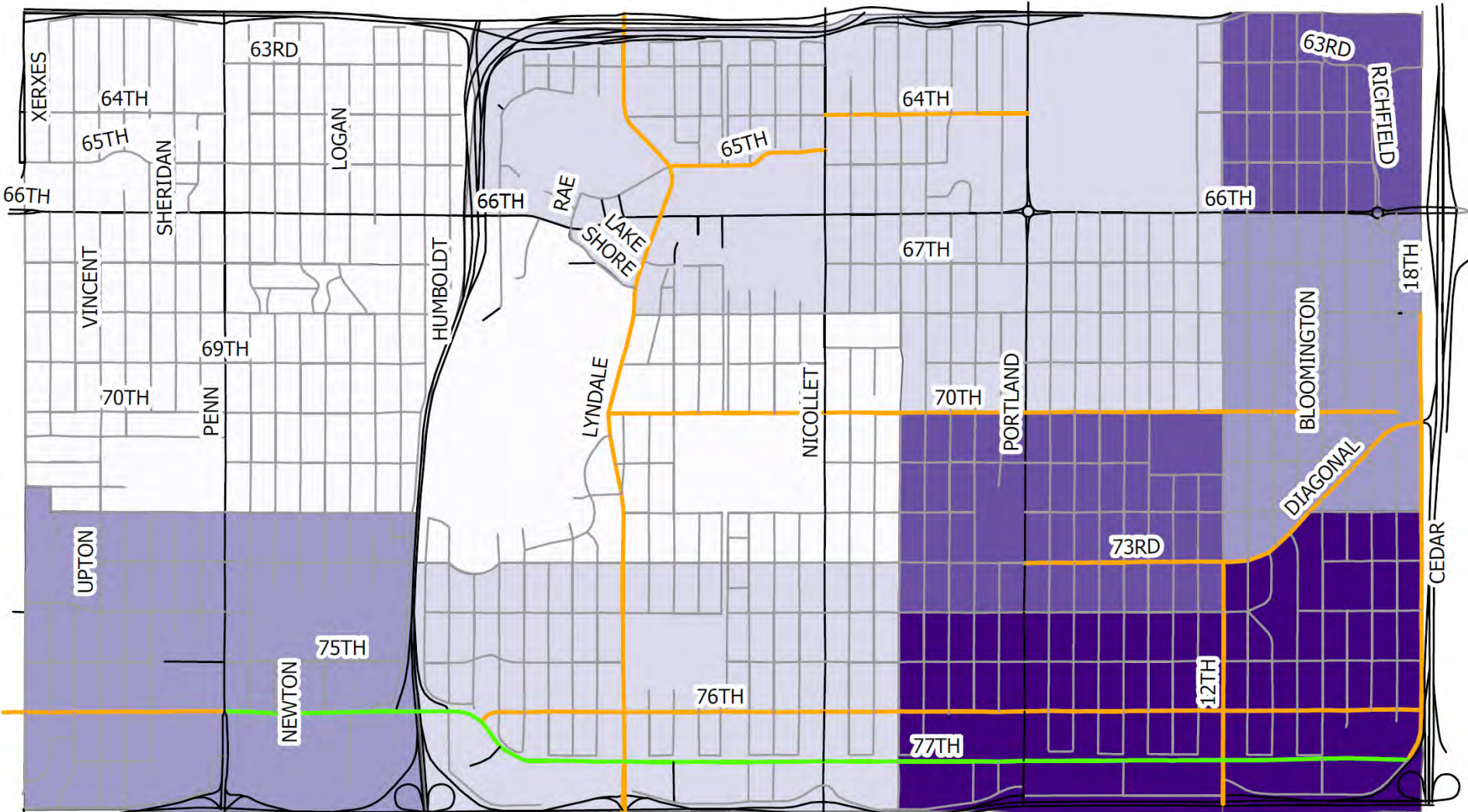
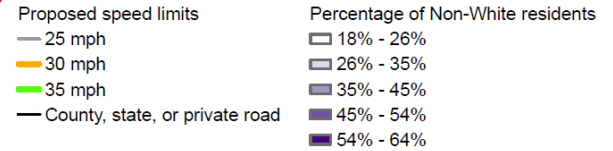
- Criteria for 30 mph AND arterial road
Ex. 77th St at Pillsbury Ave



Proposed speed limits

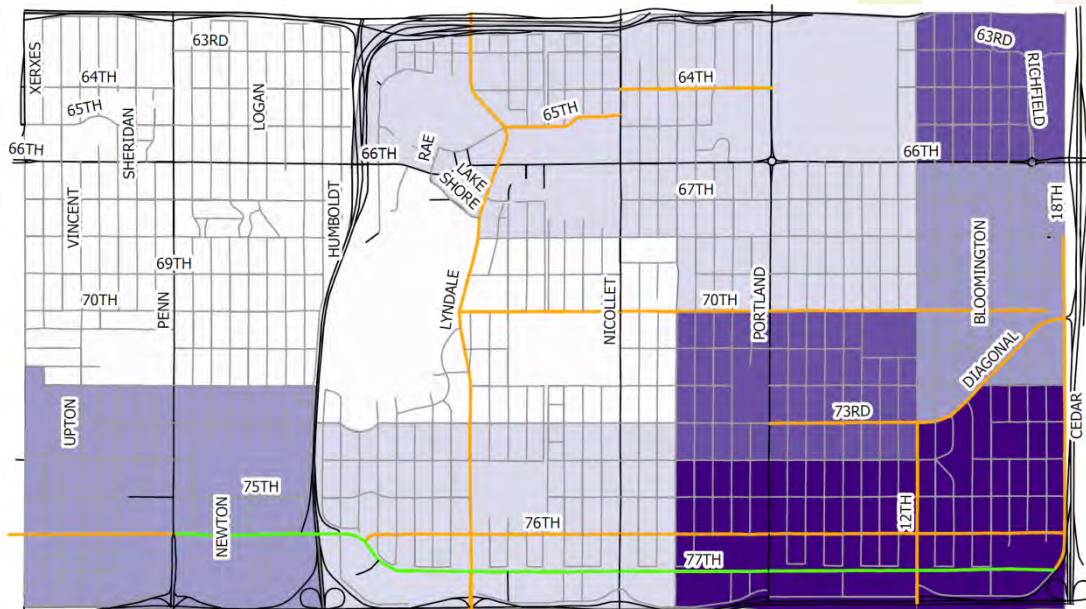


Proposed speed limits (2)



Proposed speed limits (3)

- People drive faster in our more diverse neighborhoods
- New speed limits could be paired with targeted traffic calming or projects



Flexibility for revisions

- Road construction
- Neighborhood- or corridor-level traffic calming
- Demonstrated lower driver speeds

Staff Report from prior meeting - For reference only

AGENDA SECTION: Work Session Items
AGENDA ITEM # 2.



WORK SESSION STAFF REPORT NO. 17

WORK SESSION

5/9/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/2/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/2/2023

ITEM FOR WORK SESSION:

Refresher on local speed limits, staff's ongoing speed limit study, and an updated staff recommendation for discussion.

EXECUTIVE SUMMARY:

Public Works staff seeks to use this work session to provide a refresher and update to the City Council on the status of local speed limits after the initial October 2022 work session, including staff's updated proposed recommendation for discussion.

Staff recommend a default speed limit of 25 mph City-wide with exceptions for one 30 mph road and one 35 mph road. Alleys would remain at 10 mph. Making an official speed limit change will require a subsequent council meeting with corresponding resolutions and ordinances.

DIRECTION NEEDED:

Staff is seeking direction from City Council on the updated recommendation.

BACKGROUND INFORMATION:

A. HISTORICAL CONTEXT

In 2019, the Minnesota Legislature gave cities increased authority to set local speed limits. This legislation does not include County, State, airport, or private roads.

All Minnesota cities that set local speed limits must:

- Do it in a "consistent and understandable manner"
- Do it "based on the city's safety, engineering, and traffic analysis"
- Provide "appropriate signage"
- Consider "methods to effectively communicate the change to the public"

Since then, some cities in the metro have evaluated their speed limits and made changes. Richfield staff was directed to evaluate our current traffic landscape and make a recommendation on whether our speed limits should change.

From 1998 to 2001, the City of Richfield (as a part of our legislative priorities) supported legislation for a

Staff Report from prior meeting - For reference only

25 mph urban speed zone. In 2018, the City's pedestrian plan included a measure to "Pursue legislative policy changes to allow for reduced speed limits on residential streets". Under current State statute, the default speed limit for any local road is 30 mph and for any alley is 10 mph.

Historically, speed limits have been set based on the 85th percentile speed, the speed where 15% of people travel faster. In the past ten years, there has been building evidence this method is outdated. A study by the National Transportation Safety Board found that there was no evidence equating to lower crash involvement when setting speed limits using the 85th percentile. The current recommended changes to the Manual of Uniform Traffic Control Devices (MUTCD) state that the 85th percentile should apply only on freeways, expressways, or rural highways. The MUTCD still awaits an update after public comments were taken in 2020 and 2021.

The National Association of City Transportation Officials (NACTO) released guidance on setting local speed limits in 2020. As a part of their guidance and recommendations, most urban streets are recommended to have a speed limit of 20 mph or 25 mph depending on several factors. The maximum recommended speed limit for urban areas is 35 mph, for roads with low activity AND low conflict density.

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

Changing speed limits requires an ordinance clarifying the Richfield Municipal Code as well as other housekeeping resolutions.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

Speed limit changes are included in the 2023 CIB and 2024 CIP for an overall total cost of \$200,000. The costs include new signs, traffic signal re-timing and modifications, and a public education campaign.

E. LEGAL CONSIDERATION:

Changing speed limits requires an ordinance clarifying the Richfield Municipal Code as well as other housekeeping resolutions.

ALTERNATIVE(S):

None

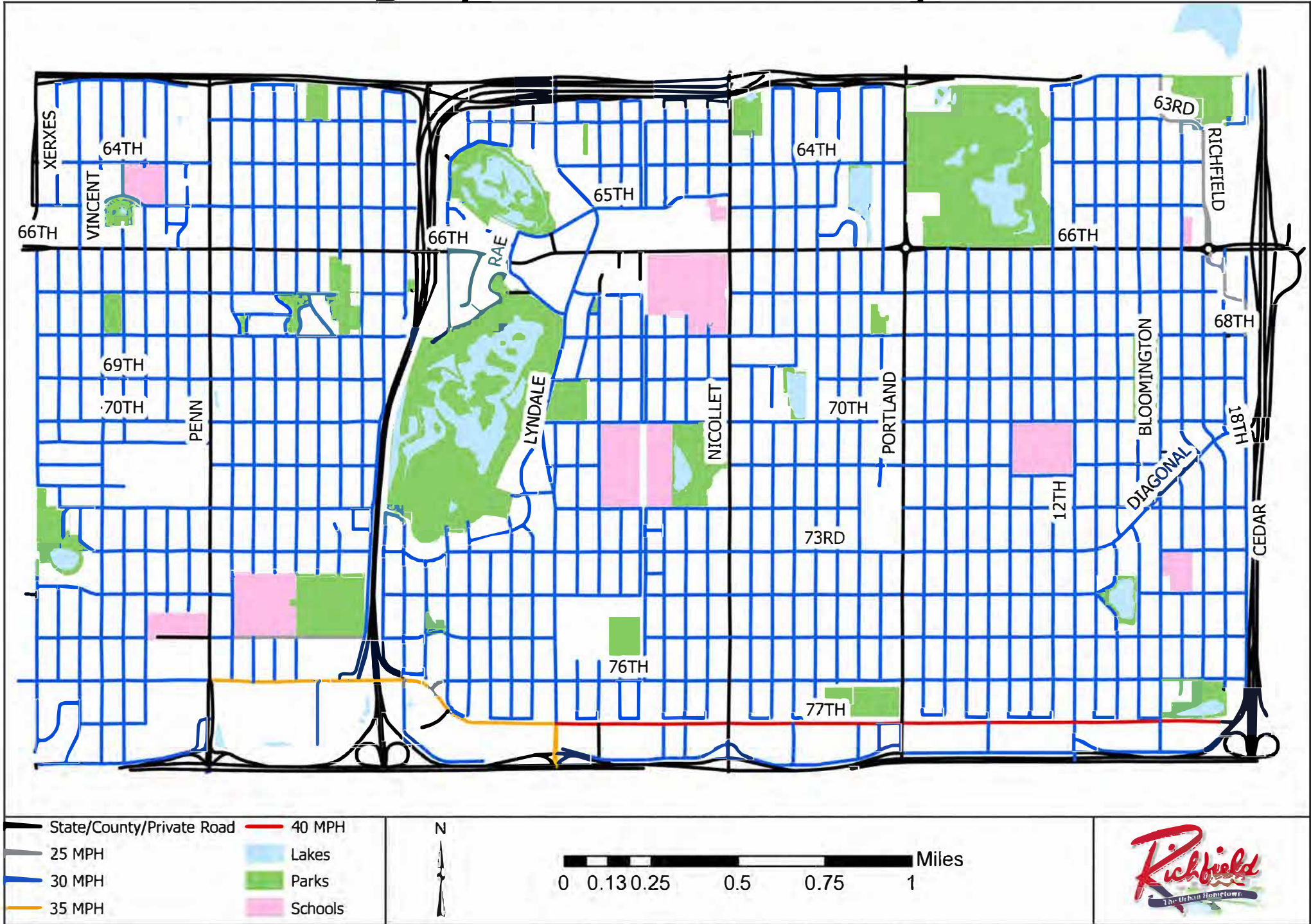
PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
□	Existing Speed Limits Map	Backup Material
□	Staff Recommendation Speed Limits Map	Backup Material

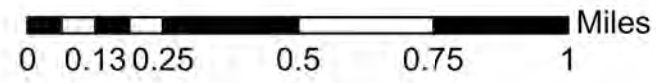
Existing Speed Limits - May 2023



Proposed Speed Limits - May 2023



— State/County/Private Road	— Lakes
— 25 MPH	— Parks
— 30 MPH	— Schools
— 35 MPH	





CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

May 9, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 5:18 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Sharon Christensen, Simon Trautmann, Sean Hayford Oleary, Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Joe Powers, City Engineer; Matt Hardegger, Transportation Engineer; Jay Henthorne, Police Chief; Chris Link, Deputy Public Works Director; Rachel Lindholm, Sustainability Specialist; and Chris Swanson, Management Analyst

ITEM #1	STAFF IS SEEKING DIRECTION ON A PROPOSED INCREASE TO ELECTRIC AND GAS FRANCHISE FEES AND THE STREETLIGHT USER FEE TO HELP FUND RIGHT-OF-WAY IMPROVEMENTS, SUSTAINABILITY PROJECTS, AND TO COVER ELECTRICITY COSTS FOR THE STREETLIGHTING SYSTEM.
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Deputy Director Link provided a summary of the items for discussion. He talked about the city's current fee structure and outlined the rising cost in utilities in recent years. Deputy Director Link reviewed the proposed increase in fees, including what projects would be supported along with the \$50,000 earmarked for sustainability projects.

Council Member Hayford Oleary asked if staff could provide an outline of how the fees are structured. Deputy Director Link provided a summary of the current fee structure, specifically highlighting the difference between the electric and gas franchise fees and the streetlight user fee. Council Member Hayford Oleary noted that other cities are using these fees for dedicated bike ped funding and would be in support of increasing the amount to \$250,000 a year for this work. Director Asher said some of this funding is already included in the franchise fee but would be willing to explore additional options.

Council Member Whalen asked if there was a way to do a sliding scale for the fee. Specifically, he was wondering if there was a way to require higher energy users to pay a larger portion. He talked about how the City of Portland is using a model with a sliding scale and that this has raised a significant amount of funds. Director Asher said staff will do some more research.

Council Member Whalen asked staff why we haven't done a standard 3-5% annual increase each year to reflect that pricing has continued to increase. Deputy Director Link stated that state statute restricts when the fees can be increased.

Mayor Supple asked how multi units are billed. Deputy Director Link detailed the way these units are billed. Mayor Supple asked if the recent increase in utility costs was because of an unfunded mandate from the state. Deputy Director Link said that is not the major driver but there are additional costs from state decisions.

Council Member Hayford O'Leary asked what projects have been funded so far from these franchise fees as he would like to see these funds spent on projects that benefit the whole community. Director Asher said that the funds cover rejuvenation work done on the street. Council Member Hayford O'Leary said he understood but wanted to be transparent that multi units are paying a bigger portion of the bill.

Staff outlined the next steps with the implementation of these new fees. Staff expects this new rate to go into effect January 1, 2024.

ITEM #2	REFRESHER ON LOCAL SPEED LIMITS, STAFF'S ONGOING SPEED LIMIT STUDY, AND AN UPDATED STAFF RECOMMENDATION FOR DISCUSSION.
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Transportation Engineer Hardegger provided a summary of previous discussions, including the history of speed limits in the city and what can be regulated per state statute. He provided a broad summary of what other cities are doing around lowering speed limits along with a refresher of the work session held in September of 2022.

Staff provided the council with their recommendation that the speed limit in the city should be 25 mph. He went through the methodology for how staff came to this conclusion. Staff noted the entire city is residential and having a standard speed limit in Richfield would not create "high speed zones" in racially diverse areas. Engineer Hardegger provided information on why staff is not recommending 20 mph as the adopted limit. He noted the proposed speed will create an opportunity for more voluntary compliance. He also talked about one of the long-term goals of the city is to support active transportation. He asked how the council would define success for this project.

Council Member Trautmann talked about his goals for this work. Specifically, he wanted to see increased safety. He asked about the benefit of a 25-mph speed limit if folks were already driving this speed. Staff noted this reduction helps push down the median speed of everyone. Council Member Trautmann asked if there would be any impact on the top 5% of speeders. Staff said there is mixed data around this question as the speed reductions are new. Staff did note that other cities found the median speeds stayed the same but the odds that someone was speeding decreased when speeds were reduced. Council Member Christensen noted she hears a lot of speeding around the STEM school. She asked if staff had an education and enforcement plan in place. Staff said they do not have a plan yet but would come up with a robust education campaign. Staff did say they would work with other cities that have done this work to come up with best practices. Chief Henthorne noted that with a reduction in most speeds they can better focus on the small number of habitual speeders.

Council Member Hayford O'Leary confirmed with staff that the recommendation was a lowered speed. He asked staff on looking at setting a 20-mph limit, particularly in some areas where we already see reduced speeds, in the future. Engineer Hardegger agreed there were some neighborhoods where folks already drive slower. He said that having a neighborhood-by-neighborhood speed limit would be challenging from a messaging and enforcement aspect. He did discuss some of the work that can be done in the interim to continue to reduce speeds. Council Member Hayford O'Leary thanked staff for the response, he did say he would prefer 20-mph, but would be willing to support a 25-mph standard. He also asked staff to look at how stop signs are placed to see if this can impact speeds. He felt strongly that 77th Street should not be over 30-mph. He noted that there are many lower income families living on this strip of road and that they should also receive

the benefit of the reduced speed limits. Staff said they would investigate this in the future. Engineer Hardegger said a speed study would be done sometime later this year in that area and that one of the challenges that has been found with this discussion is there is not good data on speeds across the city.

Council Member Whalen thought the city should also focus time on making pedestrian crossings safer. He specifically spoke of the crossing at Chicago as an area of focus. He did agree that he would like to see 20-mph across the city but recognized that lowering the speed limit does not make people decrease their speed. He also wondered how much it would cost to re-sign the city. Staff said that this cost would be minimal as most of the work is done in house.

Council Member Trautmann spotlighted 77th Street on the map. He noted that 20% of residents live along this corridor, next to the highway. He wanted to advocate for decreasing the speed on 77th to make it safer for kids and the families in this corridor. City Engineer Powers noted the Chicago Ave crossing statement may be improved in the upcoming 494 project. Staff reiterated that this would be an area of particular focus. Director Asher mentioned the play between finding the right speed for a road while not creating additional traffic. Council Member Trautmann said he really felt strongly about decreasing 77th to 30-mph and, for the sake of safety, the council should do what they can to make it happen regardless of the pain. Council Member Hayford O'Leary was supportive. Mayor Supple said she was pleased about the updated proposal. She felt the multi-tier system presented at the last work session would have been confusing to residents and challenging to enforce. She talked broadly about wanting to keep the speeds down across the entire city, specifically looking at roads like 77th.

Council Member Whalen asked about earlier comments regarding designing roads to be driven slower. He asked if there were options to continue to decrease traffic speeds without reconstructing roads. Staff said there are ways to add additional items to the road to help with this.

Mayor Supple said her main goal was safety. Council Member Christensen agreed; she talked about what she had seen on other streets that may help slow down drivers. Staff were willing to look at other options to reduce speeds in the future. Staff noted there is always a balance in terms of what can be done and the cost of the upgrades. Council Member Whalen noted this was also climate action as slower drivers create less emission and the city should incentivize walking, biking, or public transit. He talked about how slower speed limits may encourage other forms of transportation. Council Member Hayford O'Leary asked about how the city could lower speed limits on county roads. Staff said they would investigate. Council Member Whalen asked that we include county roads in future maps.

Mayor Supple asked if roundabouts will still be 15-mph. Staff said the recommended speed limit for a roundabout is still 15-mph.

Council Member Hayford O'Leary congratulated staff for their work on this item.

Staff provided a final summary of the discussion and a timeline for the next steps. Staff planned to start looking at an education strategy sooner rather than later. Implementation will be in the fall of 2023-spring of 2024.

Director Asher asked if there needed to be more public discussion on this or if the council was comfortable moving forward with this program. Council Member Christensen asked if this timeline worked with the speed limit discussions with the county. Director Asher said the city can start that conversation immediately and this work can move forward.

Mayor Supple asked if plans to talk with MnDOT about their current construction schedule and the impact this will have on their work. Staff said they have thought about this item and believe the impact will be minimal, as the MnDOT projects do not redirect any traffic to city roads so there should be little impact. Staff will reach out to make sure MnDOT is aware of the work.

Council Member Whalen asked about the current traffic count maps and the locations of the speed surveys. Staff said the surveys are based on complaints or state aid programs. Engineer Hardegger noted that staff plans to provide more random sampling moving forward.

Mayor Supple and City Manager Rodriguez summarized the conversation and spoke about next steps.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:47 pm

Date Approved: May 23, 2023



Chris Swanson
Management Analyst



Mary B. Supple
Mayor



Katie Rodriguez
City Manager



Speed Limit Discussion

City Council Work Session
May 9, 2023

Matt Hardegger (he/him)
Transportation Engineer

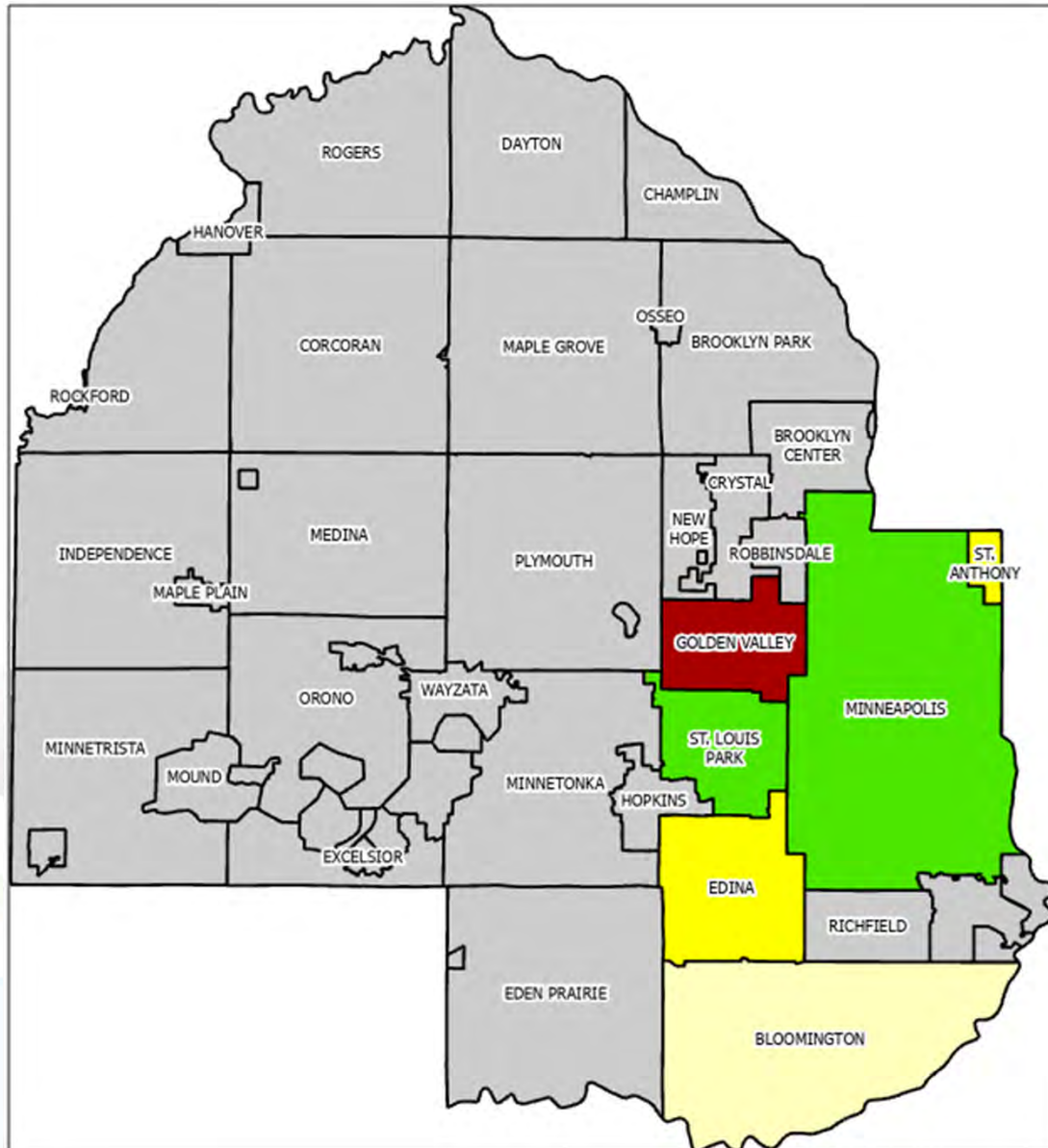
Agenda






- Local Context
- Staff Recommendation
- Goals & Evaluation Discussion
- Gather feedback and staff direction

Legal Authority

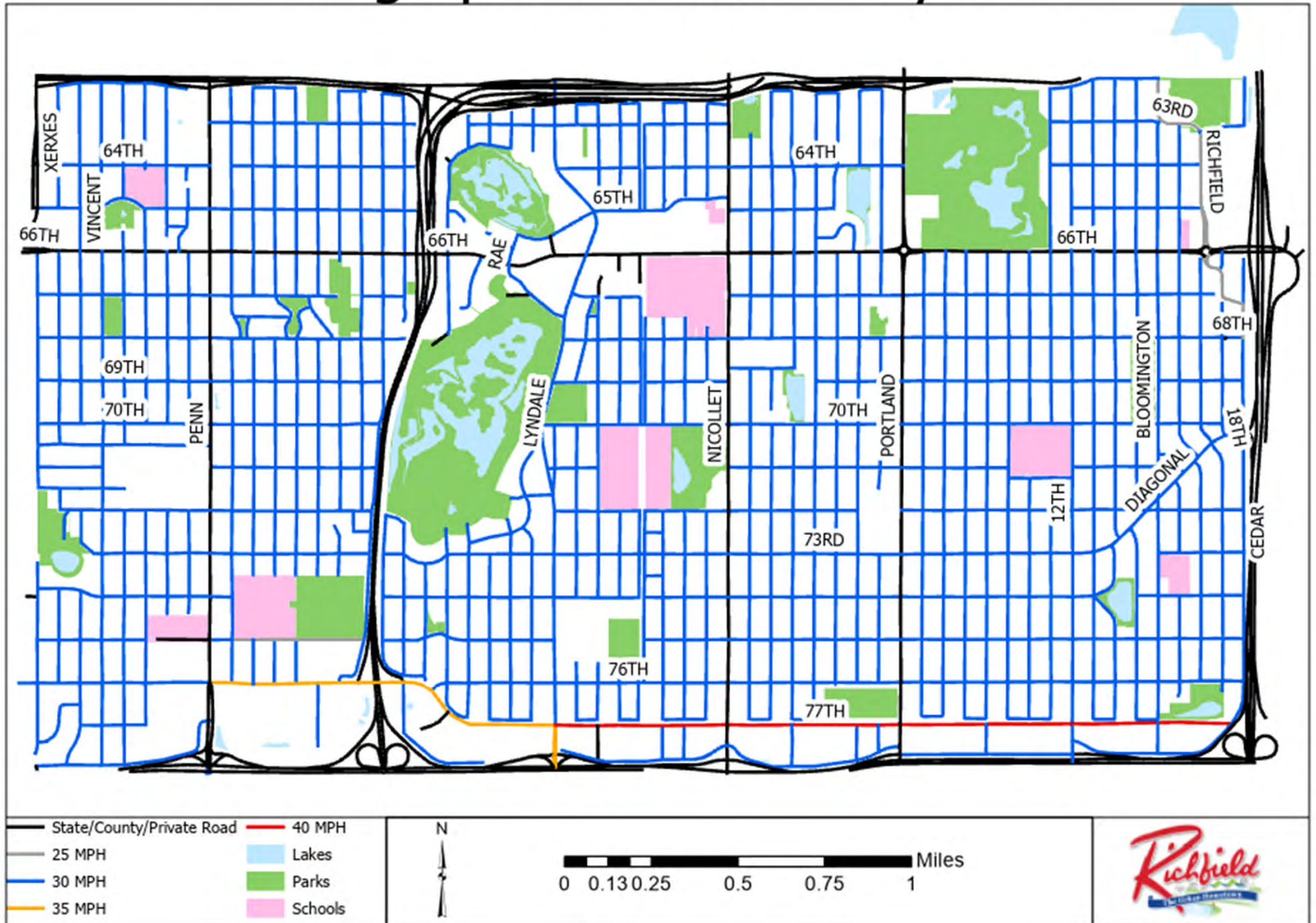
- 2022 MN Statutes, Sec. 169.14, Subd. 5h. **Speed limits on city streets.**
 - Passed in 2019
 - “A city may establish speed limits for city streets under the city's jurisdiction other than the limits provided in subdivision 2 without conducting an engineering and traffic investigation. This subdivision does not apply to town roads, county highways, or trunk highways in the city. A city that establishes speed limits pursuant to this section must implement speed limit changes in a consistent and understandable manner. The city must erect appropriate signs to display the speed limit. A city that uses the authority under this subdivision must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis. At a minimum, the safety, engineering, and traffic analysis must consider national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public.”
- Includes: 76th, 77th, Lyndale, 70th, 73rd/Diagonal, Cedar, Bloomington, 12th
- Does **NOT** include: 66th, Penn, Nicollet, Portland, Highway 62, Highway 77, 35W, 494

Current Speed Limits in Hennepin County



-  20 MPH DEFAULT
-  25 MPH DEFAULT
-  25 MPH DEFAULT (PROPOSED)
-  STUDIED & DID NOT IMPLEMENT
-  30 MPH

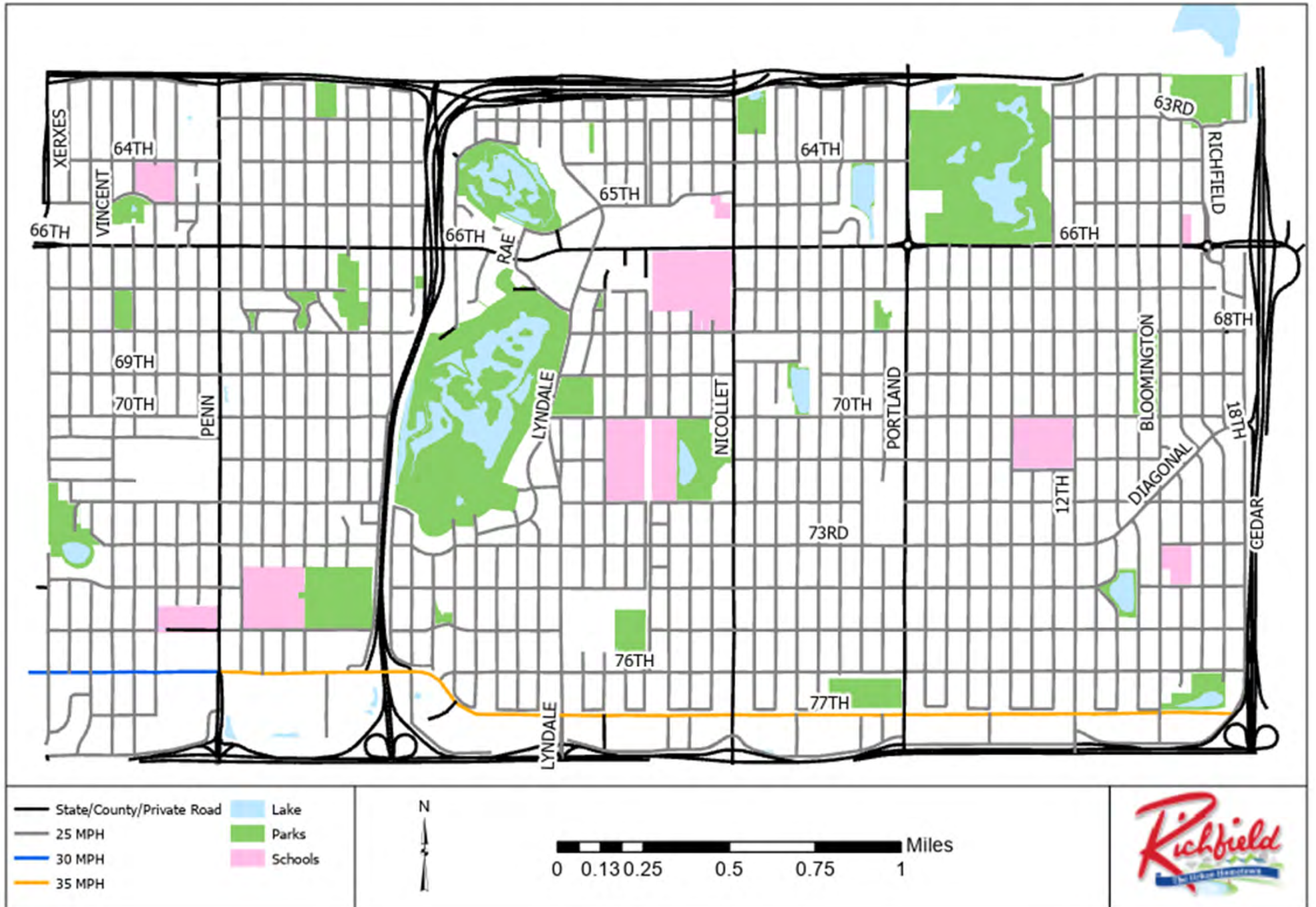
Existing Speed Limits - May 2023



Proposed Speed Limits - October 2022



Proposed Speed Limits - May 2023



Initial Methodology

- Baseline: Median Speeds
 - Data taken since 2010
- Values rounded to nearest 5 mph
- Additional Criteria required to have speed limit >25 mph
 - 30 mph: >1000 ADT, ½ mile long, 30 mph median speed
 - 35 mph: Criteria for 30 + arterial road

Revised Methodology

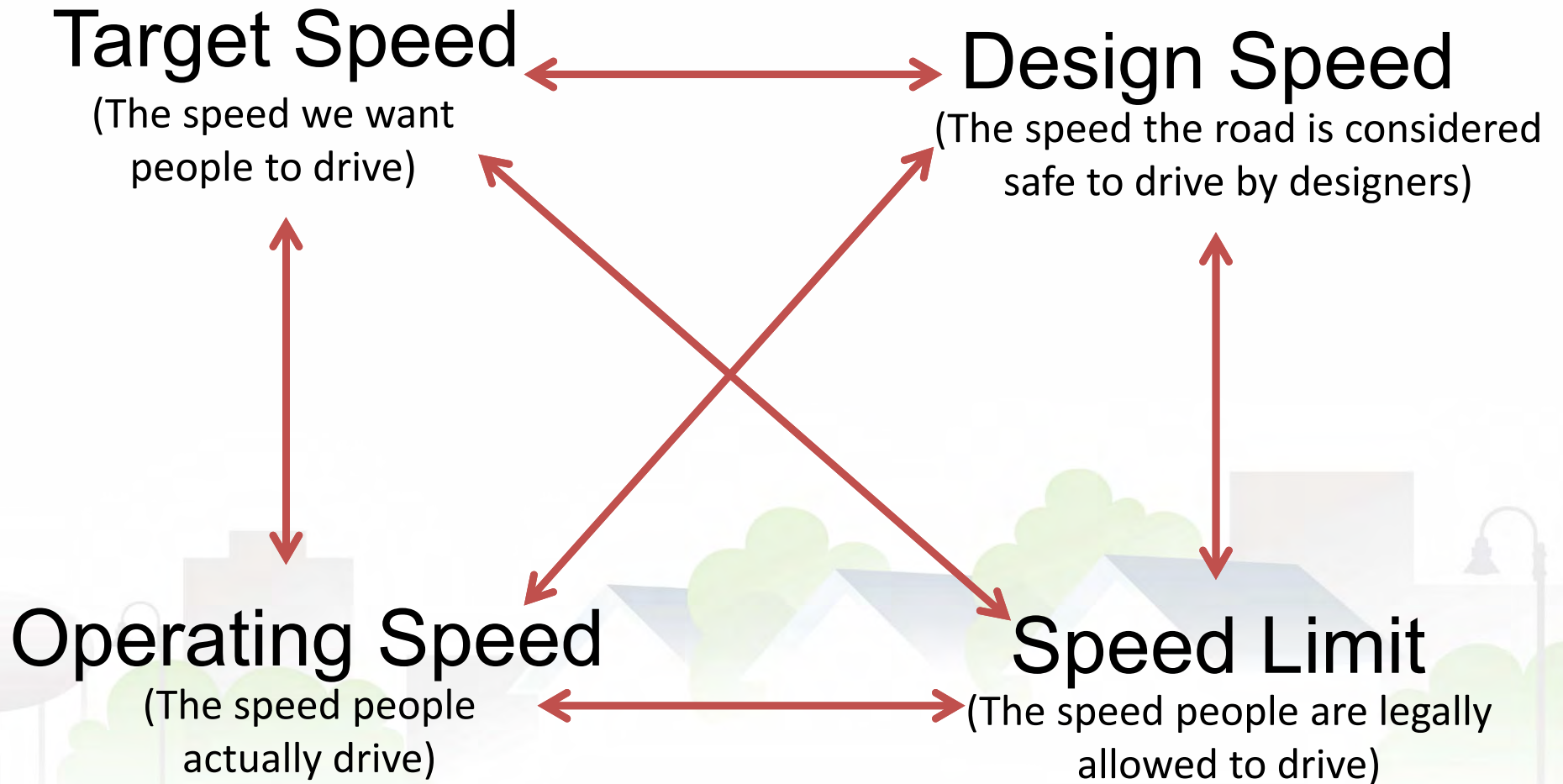
- Baseline: Median Speeds
 - Data taken since 2010
- Values rounded to nearest 5 mph
- Additional Criteria required to have speed limit >25 mph
 - Arterial route* with at least 4 lanes for more than 1/2 mile
 - Higher speeds considered based on pedestrian facility location, driveway accesses, & roadway geometry

*Defined by Metropolitan Council

Why 25 mph citywide?

- Every road in Richfield is residential
- Simple and consistent expectations
- NACTO City Limits recommends 25 MPH or below for a default citywide speed limit
 - 25 mph when there is a lack of differentiation between low/high volume road characteristics
- Does not create “high speed zones” in more racially diverse areas

Why not 20 mph?



Citywide Speed Data

- Most people travel **under 25 mph** on quiet roads AND under 30 mph on others

Local roads	Median speed [mph]
Roads with < 1,000 veh/day	24.2 mph
Roads with > 1,000 veh/day	28.3 mph
Roads with > 2,000 veh/day*	29.2 mph

*Excludes 77th St

Why not 20 mph?

- Adverse roadway widths (Design Speed)
 - Most roads designed to State Aid Standards (30 mph minimum design speed)
 - Typical streets range from 32-36 feet wide with minimal street parking usage
- Citywide median speeds (Operating Speed)
 - Tiered approach similar to October 2022 map
- Requires significant extra investment
 - Short term: Education and Enforcement
 - Long term: Infrastructure with lower target speed
 - Active Transportation Action Plan

Discussion

- Thoughts on staff recommendation?
- How does City Council define success with this policy?
 - What are the goals we are trying to achieve?

Identified Goals

- Reduced Vehicle Speeds
- Lower annual vehicle crash totals
- Fewer fatal/serious injury crashes
 - Goal to eliminate
- Fewer crashes with pedestrians/bicycles
 - Goal to eliminate
- Fewer vehicles traveling >40 MPH

Next Steps

- PW finalizes Recommendation and Supporting Documentation (Summer 2023)
- Council Action (Summer 2023)
- Implementation (Fall 2023-Spring 2024)
 - Learn from Other Cities
 - Develop Education & Enforcement Strategies
 - Develop Signing Strategy & roll out plan
- Monitor! (2024-2026)
 - Annual Crash Analysis
 - Annual Speed Counting Program
- Revise if needed (2026)

Results in Other Communities



Reducing Vehicle Speeds

- Changing the limit is just one tool
- Ultimately people drive the speed they feel comfortable driving
 - Design
 - Enforcement
 - Education

Reducing Vehicle Speeds

- National Examples
 - Mean & Median Speeds Stayed Similar Overall in Boston^[2] and Portland^[3]
 - Lower odds of exceeding higher speeds
 - Portland found a correlation between wider pavement width and higher speed
 - Decreases in Seattle^[1]
- Local Examples
 - Minneapolis, St. Paul, St. Louis Park, Edina have not completed post-assessments
 - U of MN CTS study on St. Louis Park is forthcoming this spring

[1] SDOT Speed Limit Case Studies, July 2020

[2] Hu W, Cicchino JB. Inj Prev 2020;26:99–102.

[3] Anderson, Jason C, Christopher Monsere, and Sirisha Kothuri. 2022. "Effect of Residential Street Speed Limit Reduction on Driving Speeds in Portland, Oregon." Findings, January. <https://doi.org/10.32866/001c.31956>.

Reduce Crashes & Crash Severity

- National/International Examples
 - Lower speeds reduced injury & fatal crashes in Seattle^[1], Toronto (CA)^[2], and Bristol (UK)^[3].
- Local Crash Data Comparison
 - Cities that reduced speed limits
 - Minneapolis, St. Paul, Edina, St. Louis Park, St. Anthony
 - Rest of Hennepin/Ramsey Counties

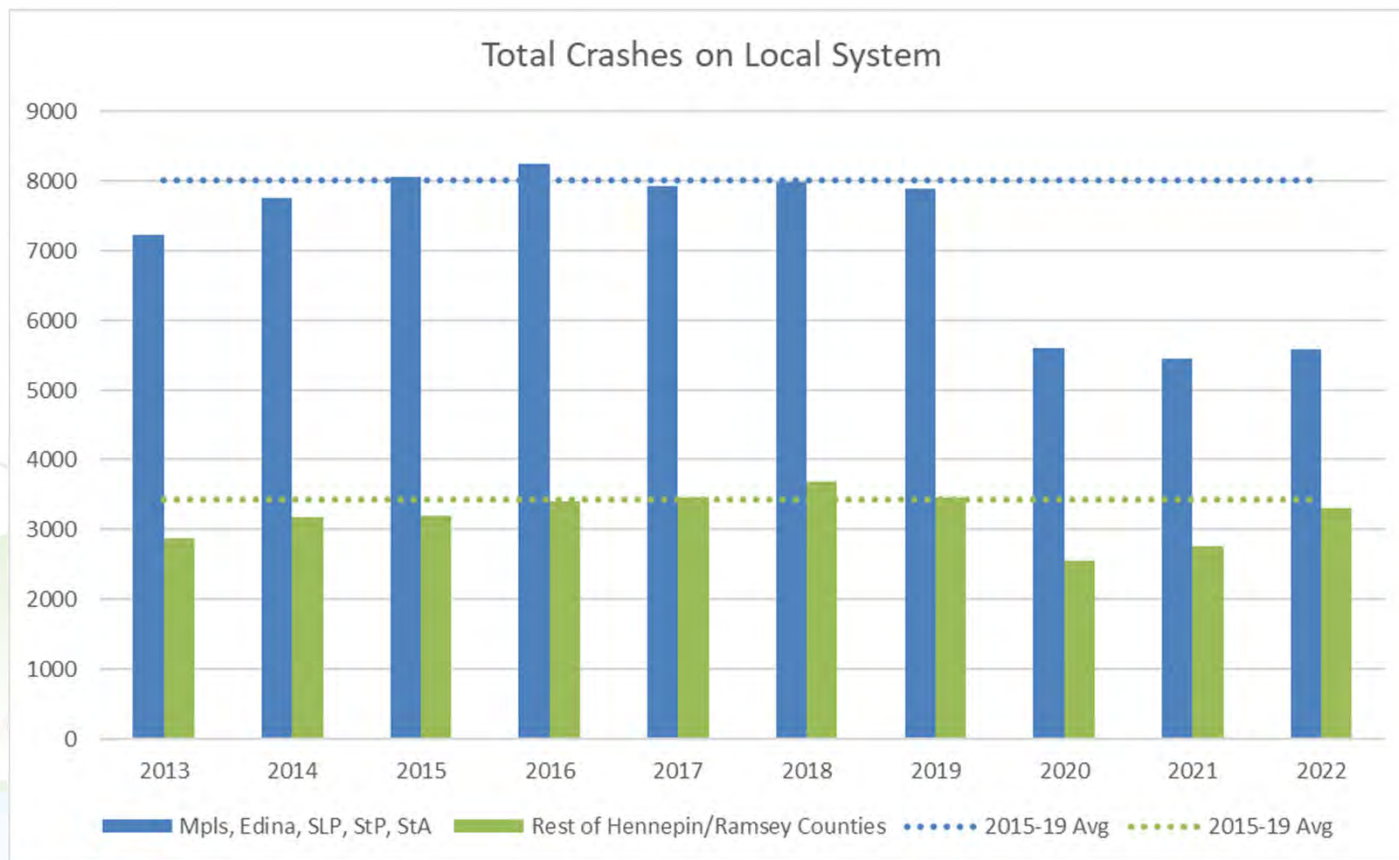
[1] SDOT Speed Limit Case Studies, July 2020

[2] Hu W, Cicchino JB. *Inj Prev* 2020;26:99–102.

[3] Bornioli A, Bray I, Pilkington P, *et al.* Effects of city-wide 20 mph (30km/hour) speed limits on road injuries in Bristol, UK. *Injury Prevention* 2020;26:85-88.

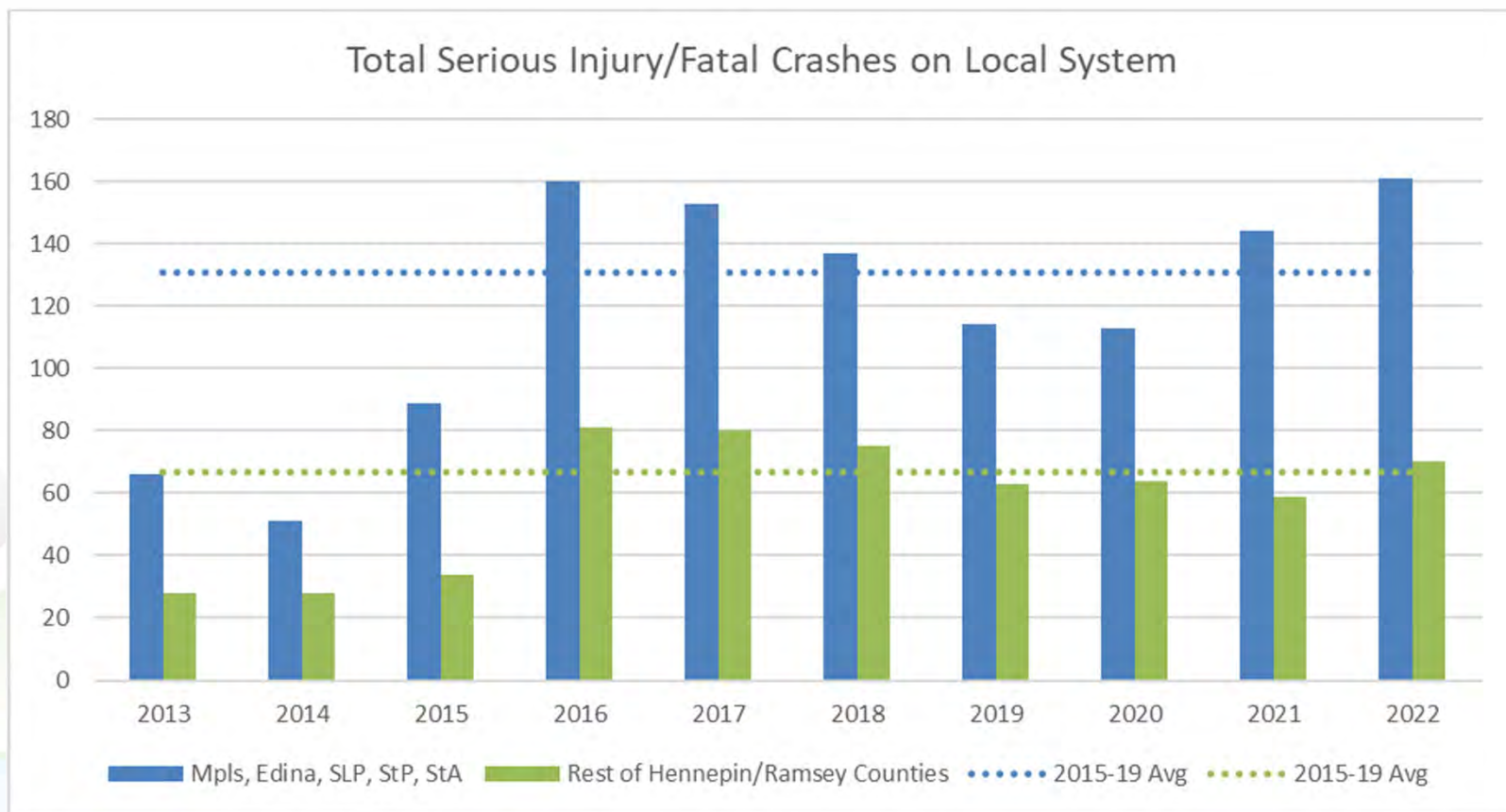
Local Crash Data Comparison

- Total Crashes **down** 32% and 30% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **down** 19% and 4% in 2021 and 2022



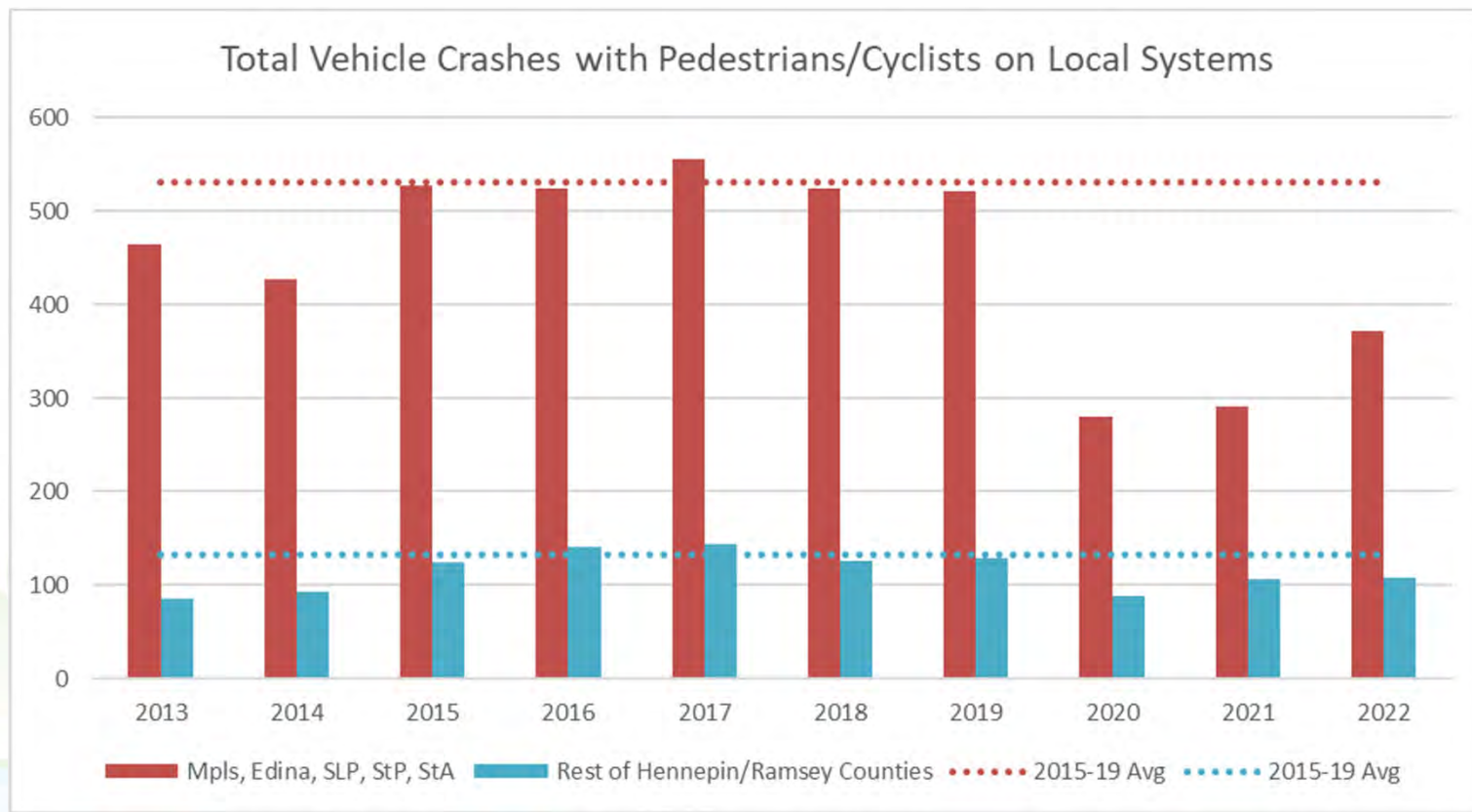
Local Crash Data Comparison

- Fatal & Serious Injury Crashes **up** 10% and 23% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **down** 11% in 2021 and **up** 5% in 2022



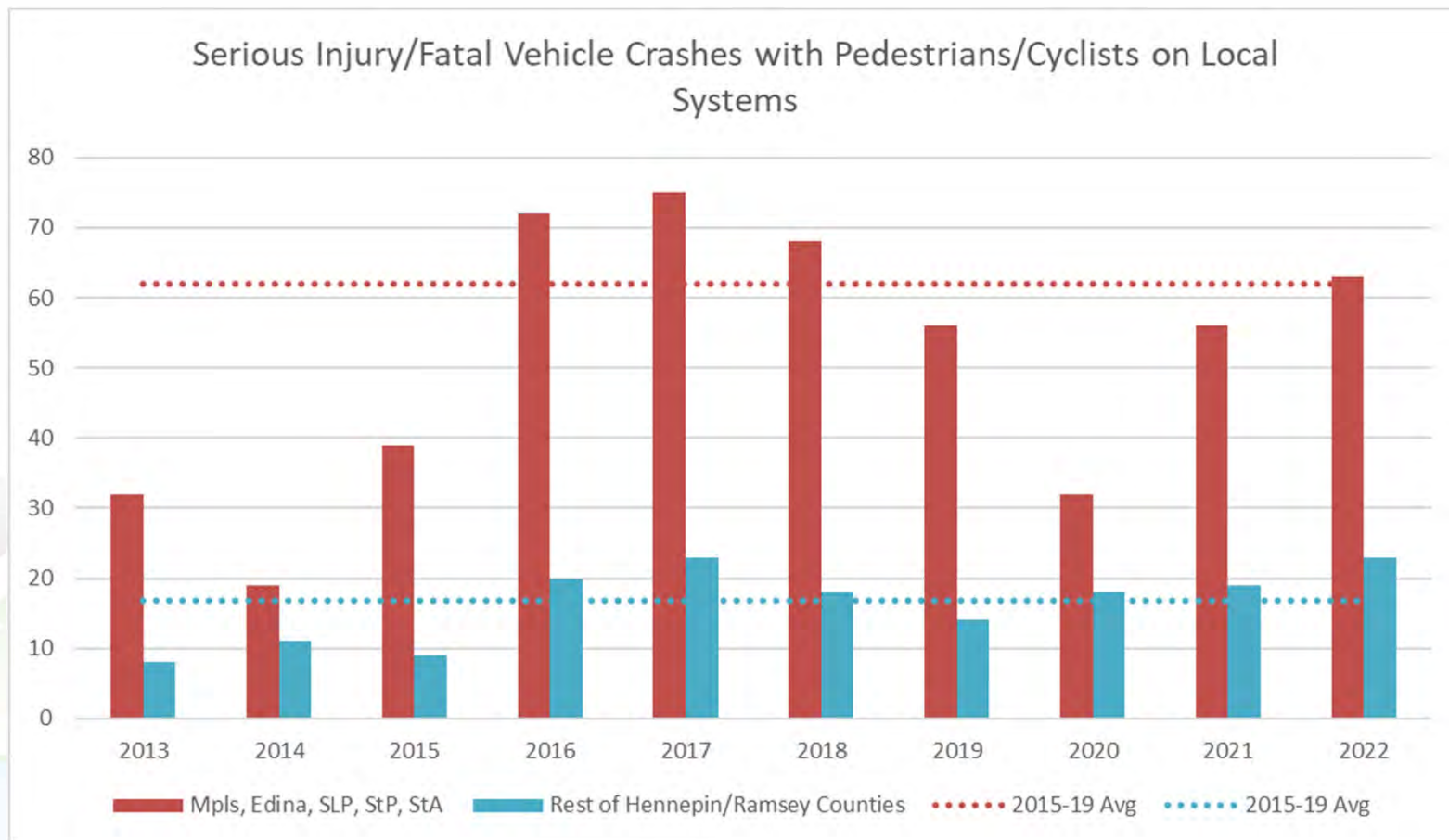
Local Crash Data Comparison

- Total crashes **down** 45% and 30% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **down** 20% and **down** 18% in 2021 and 2022



Local Crash Data Comparison

- Fatal & Serious Injury Crashes **down** 10% and **up** 2% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **up** 13% in 2021 and **up** 37% in 2022



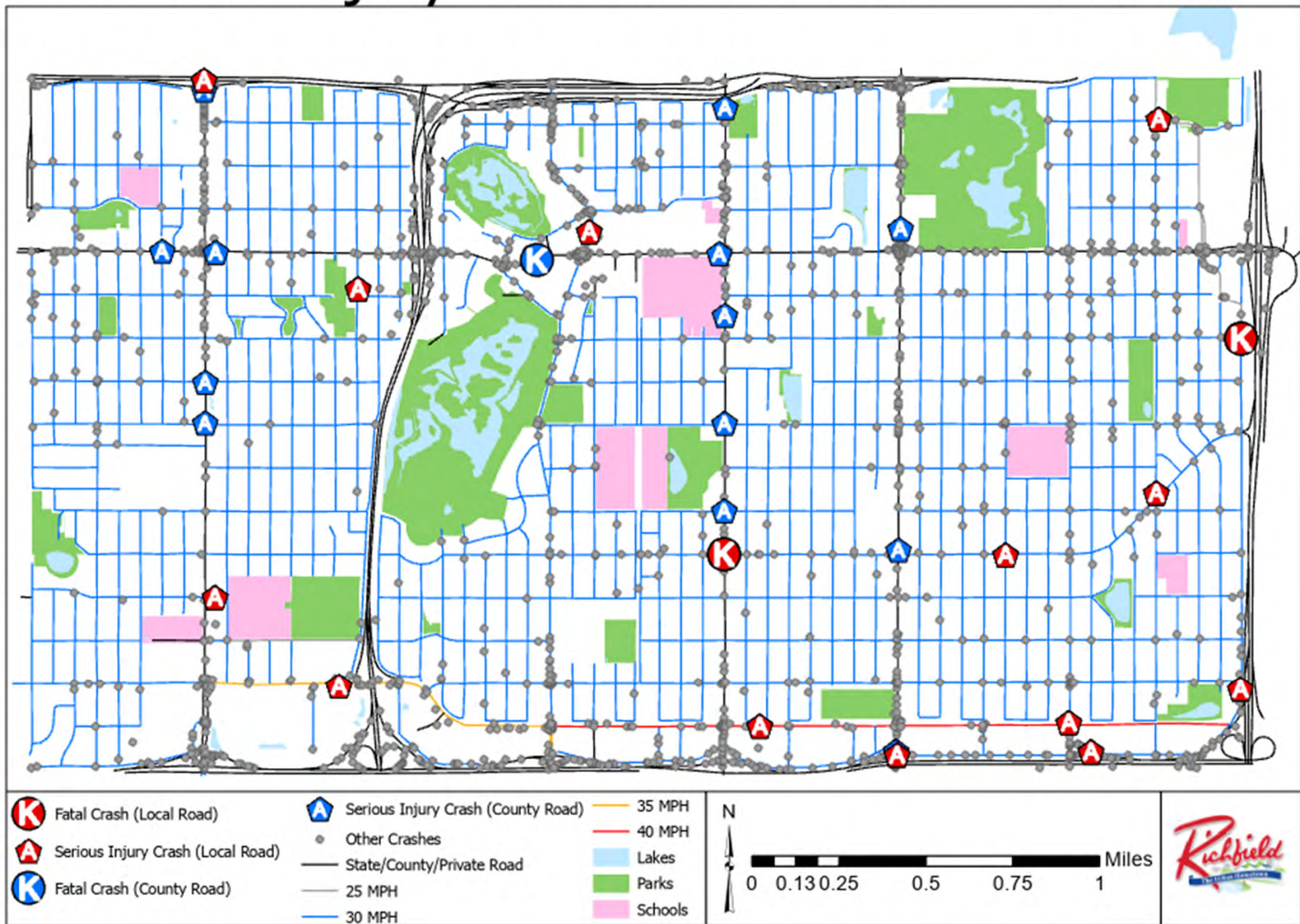
Follow Up from Oct 2022 WS



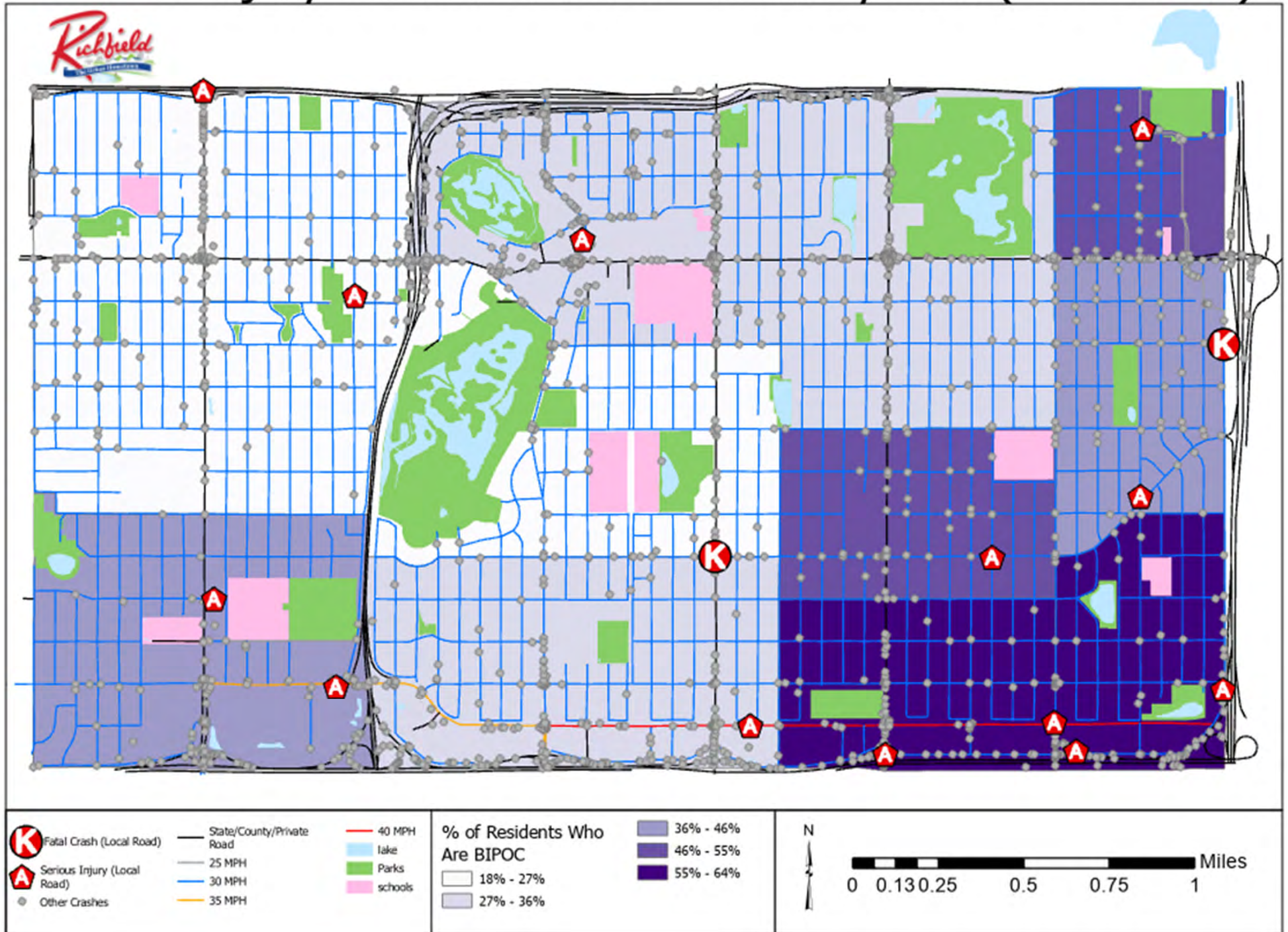
Where do crashes occur in Richfield?

- 729 total crashes in 2022
 - 228 on County Roads
 - 204 on Local Roads
 - 297 on other facilities (MnDOT Highways & ramps)
- 41 Serious Injury or Fatal crashes from 2018-2022
 - 14 on County Roads
 - 15 on Local Roads
 - 2 on Cedar
 - 2 on 78th
 - 3 on 73rd/Diagonal
 - 3 on 76th/77th
 - 5 elsewhere
 - 8 of 15 in area bounded by 494/Cedar/Nicollet/73rd/Diagonal
 - 2 on other facilities (MnDOT Highway & ramps)

Serious Injury & Fatal Crashes: 2018-2022



Serious Injury & Fatal Crashes - Local System (2018-2022)



Appendix (Additional Data)



Speed Limit History in MN

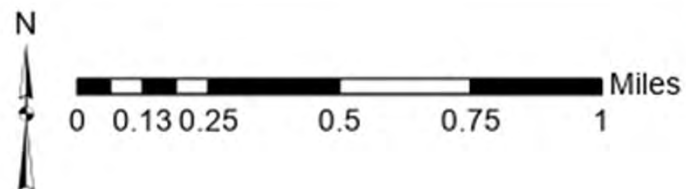
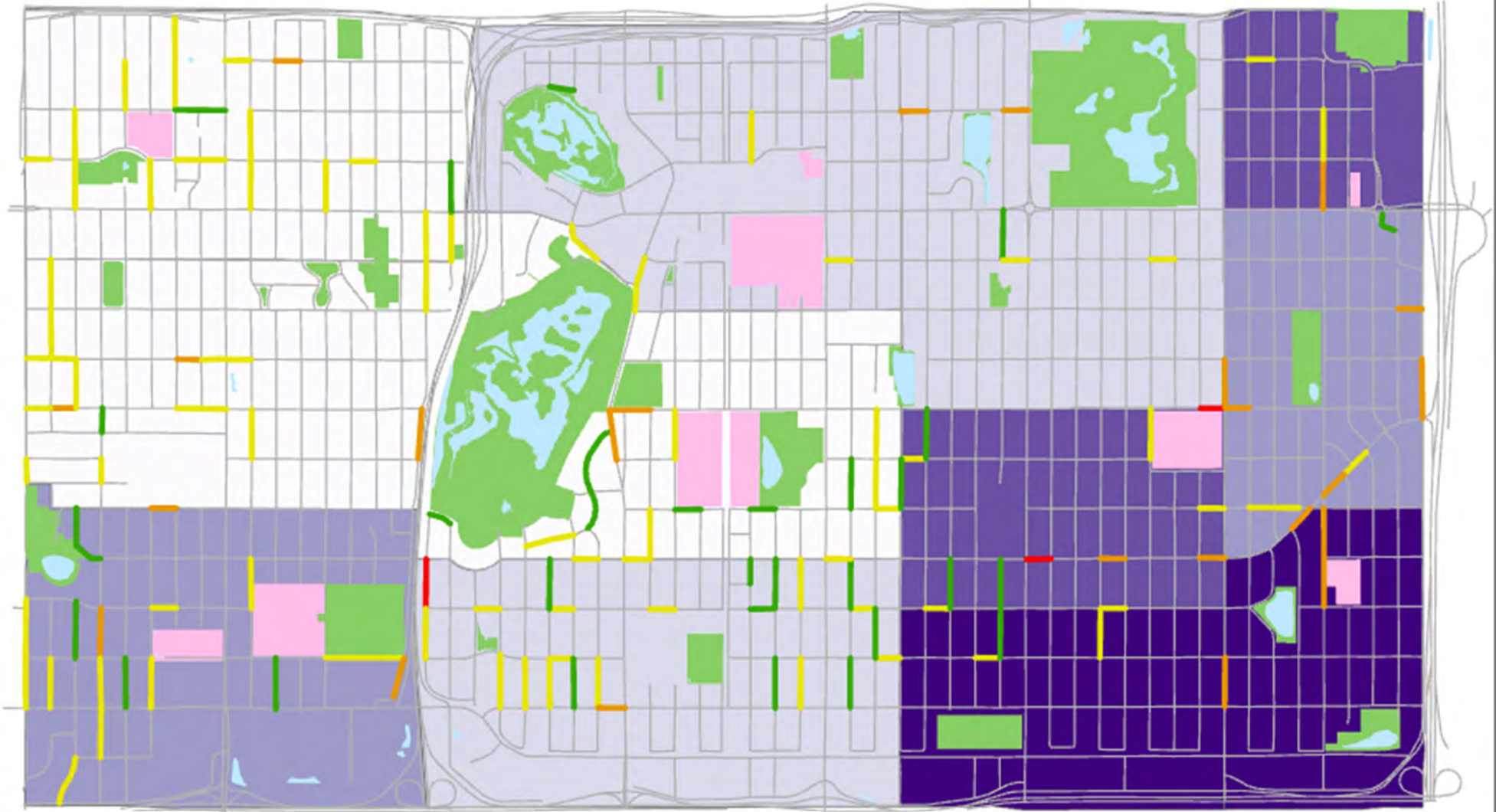
- 1911: First “Reasonable and Proper” Statutory Speed Limit
 - 10 mph in “built up” areas
 - 25 mph on rural highways
- 1937/1939: 30 mph appears
 - 30 mph in any municipality
 - 60 mph daytime/50 mph nighttime on rural highways
- 1974: National 55 mph Speed Limit
- 1975: Can establish School Zones up to 20 mph below normal speed limit, but not lower than 15 mph
- 1976: Minimum 25 mph limit on streets with bike lanes
- 1980: Municipalities can override Commissioner in “Urban Districts”
- 1984: 10 mph in alleys
- 1994: 25 mph by ordinance on residential roadways
 - Must be signed at beginning and end of zone
 - Less than ¼ mile in length
- 1995: Repeal of 55 mph Speed Limit
- 2009: “Urban district” expanded to include full length of street, not just sections
 - Lyndale Ave 30 mph speed limit uses this law
- 2019: Pathway for cities to set local speed limits

Citywide Speed Data

Local roads	Median speed [mph]	Average speed [mph]	85th Percentile speed [mph]
Roads with < 1,000 veh/day	24.2 mph	22.9 mph	28.8 mph
Roads with > 1,000 veh/day	28.3 mph	28.1 mph	33.1 mph
Roads with > 2,000 veh/day*	29.2 mph	28.5 mph	33.3 mph

*Excludes 77th St

Median Speeds Collected Since 2010



Street Widths

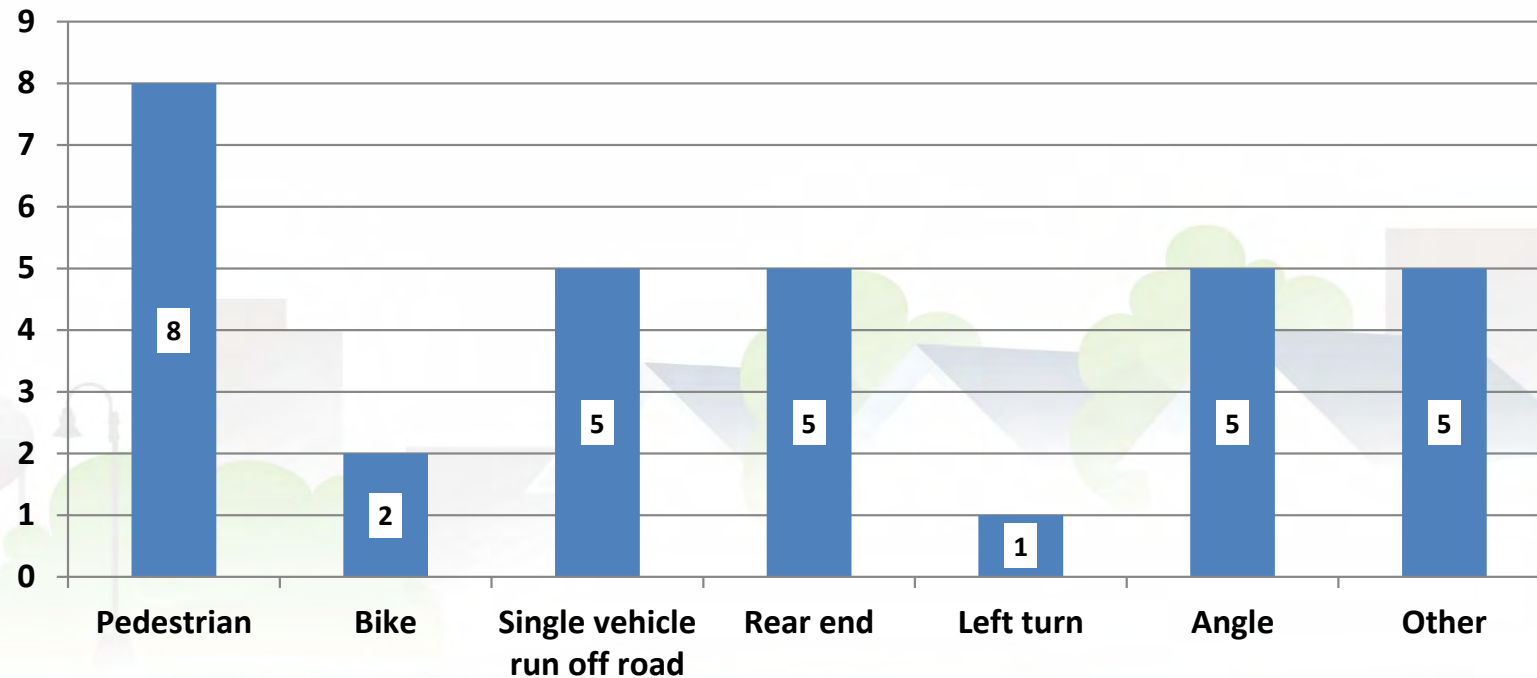
Typical Richfield Street



Basic type

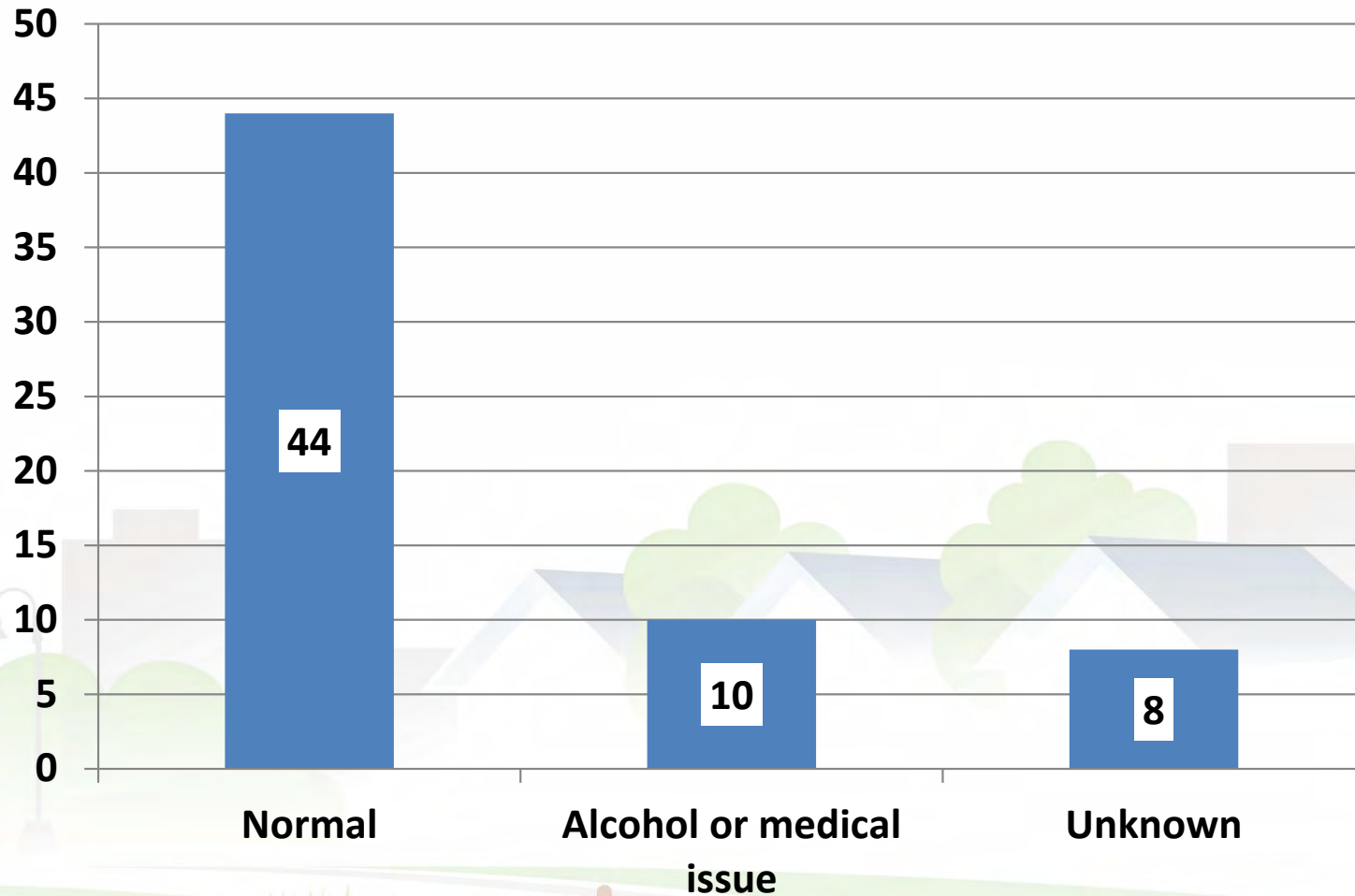
- Many serious crashes involve pedestrians

Reported pedestrian crashes 2017-2021

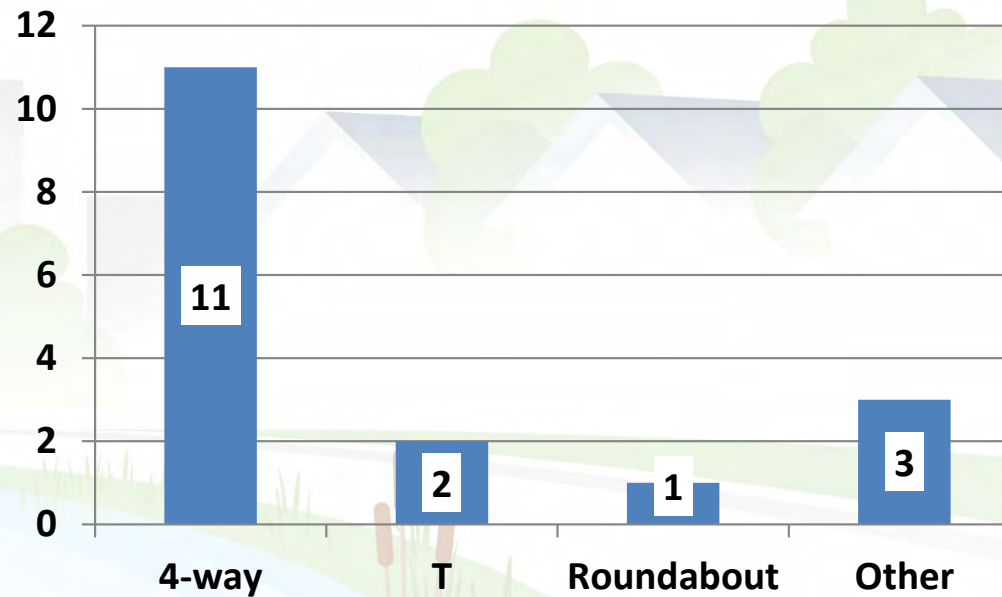
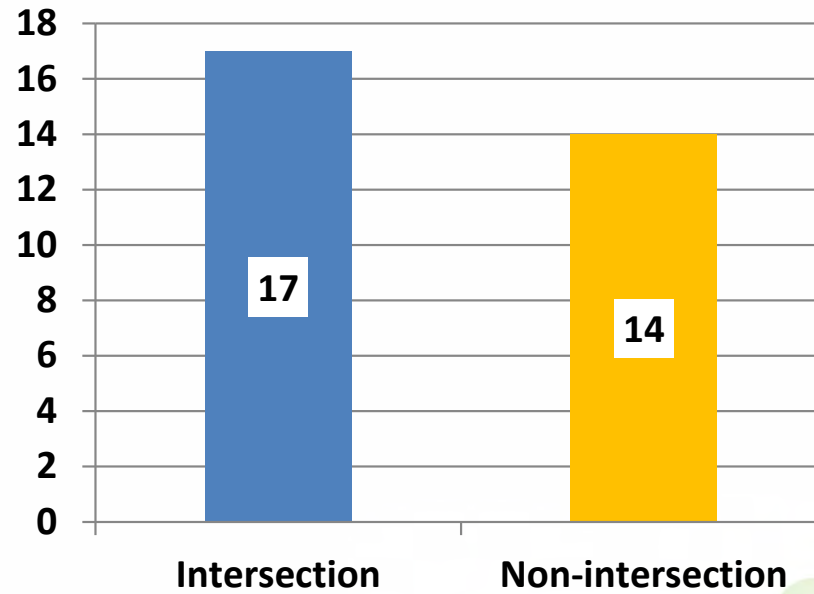


Source: MnCMAT2 2017 – 2021

Severe crashes – physical condition

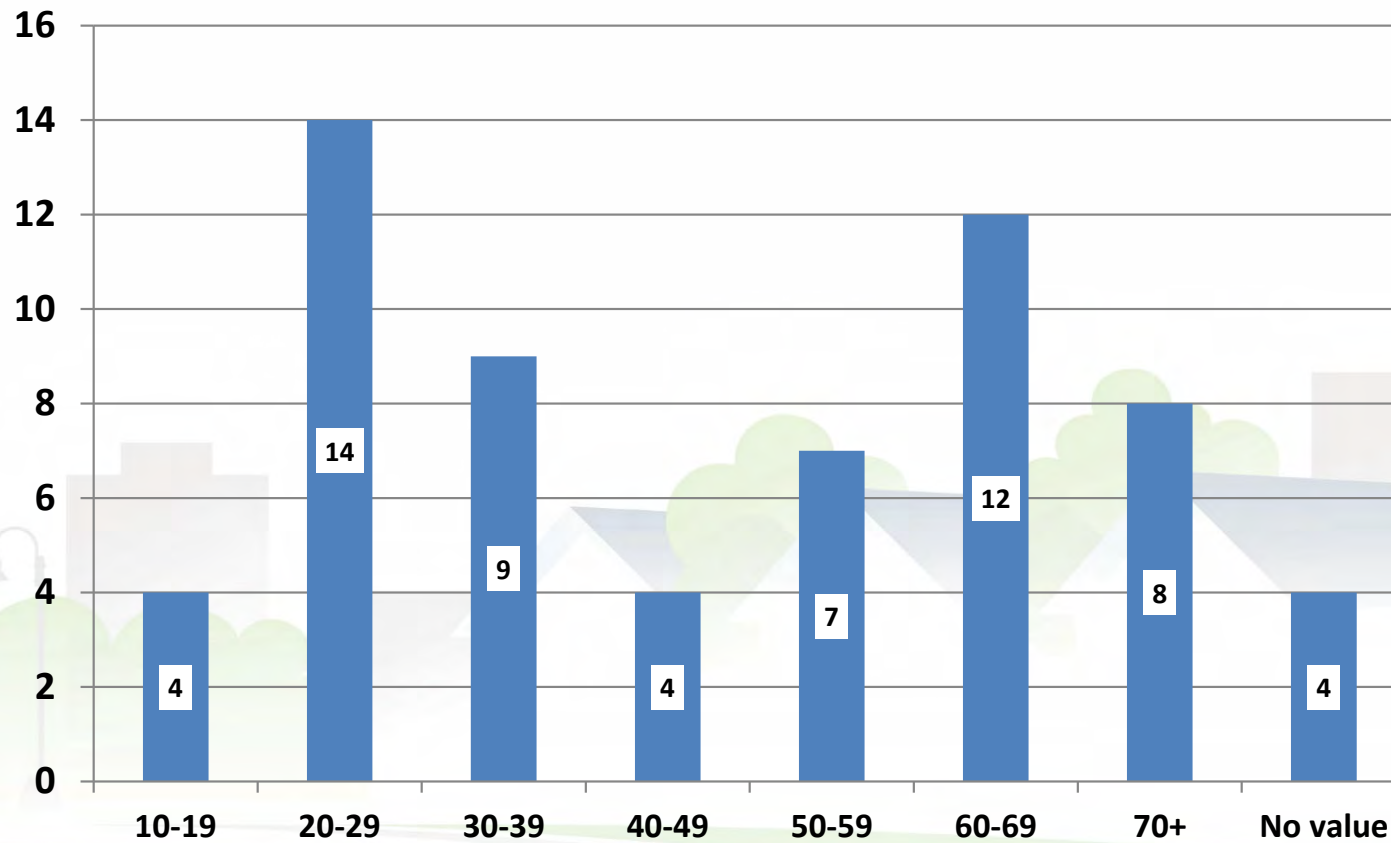


Severe crashes - intersection



Source: MnCMAT2 2017 – 2021

Severe crashes - age



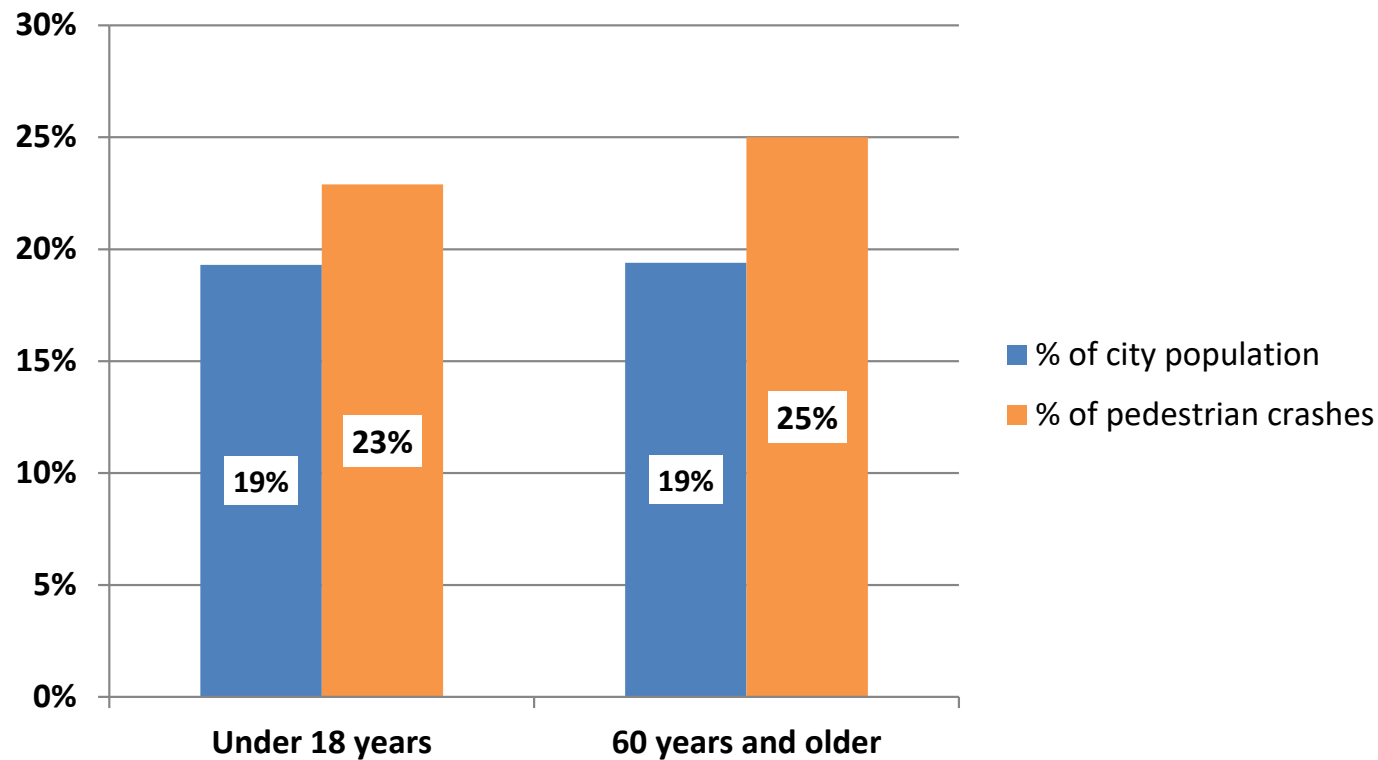
Pedestrian - light

- Over a quarter of pedestrian crashes occur at night with streetlights



Pedestrian - age

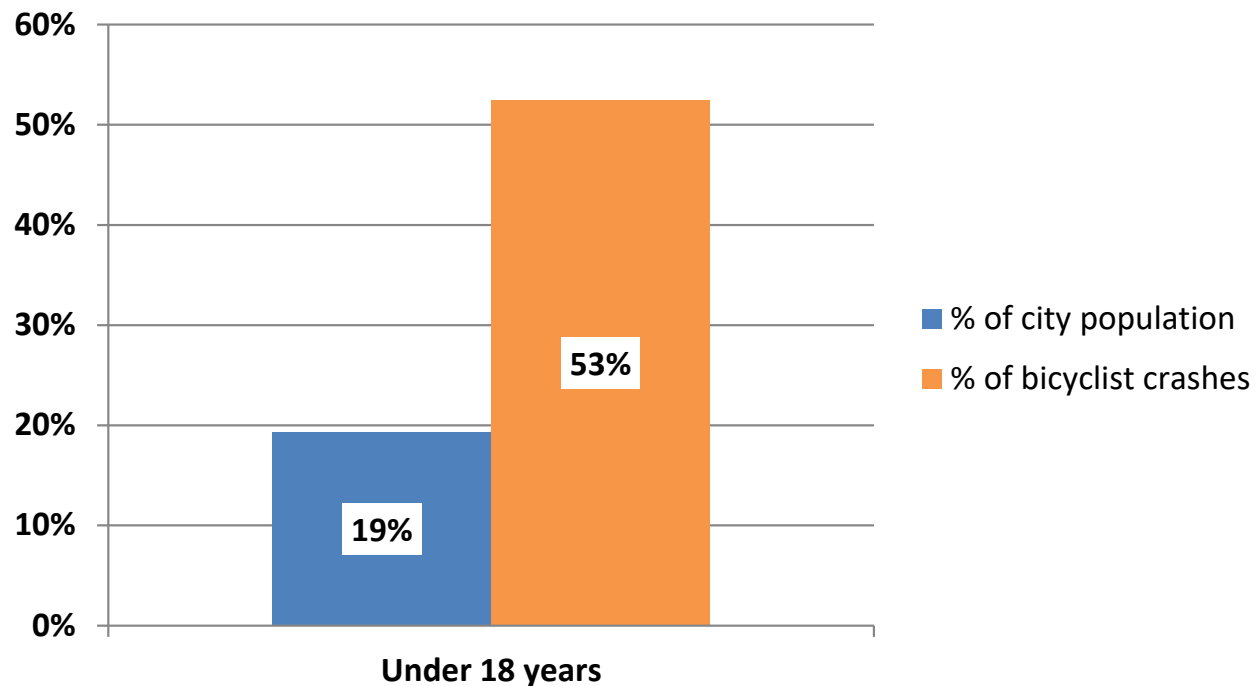
- Younger and older pedestrians are overrepresented in crashes



Source: MnCMAT2 2017 – 2021, ACS
2020 5-year estimate

Bicyclist - age

- A majority of bike crashes involve young people



Source: MnCMAT2 2017 – 2021, ACS
2020 5-year estimate

Staff Report from prior meeting - For reference only

AGENDA SECTION: Work Session Items
AGENDA ITEM # 1.



WORK SESSION STAFF REPORT NO. 36

WORK SESSION

10/24/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/17/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/18/2023

ITEM FOR WORK SESSION:

Staff will present an update on the ongoing local speed limit study and recommendations for a proposed signing and speed limit implementation plan and a public education campaign.

EXECUTIVE SUMMARY:

Public Works staff will provide a refresher and update to the City Council on the status of local speed limits after the May 2023 work session, including staff's proposed recommendation for discussion. In addition, Scott Barsuhn will present an overview of a preliminary outreach campaign for the city-wide 25 mph speed limits.

In May, staff recommended a default speed limit of 25 mph City-wide with two exceptions; 30 mph on 76th Street West of Penn Ave and 35 mph the remainder of 76th/77th Street. Alleys would remain at 10 mph. Staff were directed to collect additional data along 76th and 77th Streets to determine if a lower speed limit could be posted. Data was collected in July and August of 2023, and based on the data collected, staff's recommendation remains the same as in May 2023. Making an official speed limit change will require a subsequent council meeting with corresponding resolutions and ordinances.

Staff are currently working with Hennepin County to request lowered speed limits on county roadways in Richfield.

DIRECTION NEEDED:

Staff is seeking direction from City Council on the speed limit recommendation, signage recommendation, implementation timeline, and public education campaign.

BACKGROUND INFORMATION:

A. HISTORICAL CONTEXT

In 2019, the Minnesota Legislature gave cities increased authority to set local speed limits. This legislation does not include County, State, airport, or private roads.

All Minnesota cities that set local speed limits must:

- Do it in a "consistent and understandable manner"

Staff Report from prior meeting - For reference only

- Do it "based on the city's safety, engineering, and traffic analysis"
- Provide "appropriate signage"
- Consider "methods to effectively communicate the change to the public"

Since then, some cities in the metro have evaluated their speed limits and made changes. Richfield staff was directed to evaluate our current traffic landscape and make a recommendation on whether our speed limits should change.

From 1998 to 2001, the City of Richfield (as a part of our legislative priorities) supported legislation for a 25 mph urban speed zone. In 2018, the City's pedestrian plan included a measure to "Pursue legislative policy changes to allow for reduced speed limits on residential streets". Under current State statute, the default speed limit for any local road is 30 mph and for any alley is 10 mph.

Historically, speed limits have been set based on the 85th percentile speed, the speed where 15% of people travel faster. In the past ten years, there has been building evidence this method is outdated. A study by the National Transportation Safety Board found that there was no evidence equating to lower crash involvement when setting speed limits using the 85th percentile. The current recommended changes to the Manual of Uniform Traffic Control Devices (MUTCD) state that the 85th percentile should apply only on freeways, expressways, or rural highways. The MUTCD still awaits an update after public comments were taken in 2020 and 2021.

The National Association of City Transportation Officials released guidance on setting local speed limits in 2020. As a part of their guidance and recommendations, most urban streets are recommended to have a speed limit of 20 mph or 25 mph depending on several factors. The maximum recommended speed limit for urban areas is 35 mph, for roads with low activity AND low conflict density.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

N/A

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Ordinance changes will be forthcoming if there is consensus to change speed limits in the City.

D. CRITICAL TIMING ISSUES:

Staff would like to have the final ordinance passed by the end of 2023 in order to begin procuring and producing signage and public education materials for a spring 2024 implementation. The ordinance will require two public readings.

E. FINANCIAL IMPACT:

Speed limit changes are included in the 2023 CIB and 2024 CIP for an overall total cost of \$200,000. The costs include new signs, traffic signal re-timing and modifications, and a public education campaign.

F. LEGAL CONSIDERATION:

N/A

ALTERNATIVE(S):

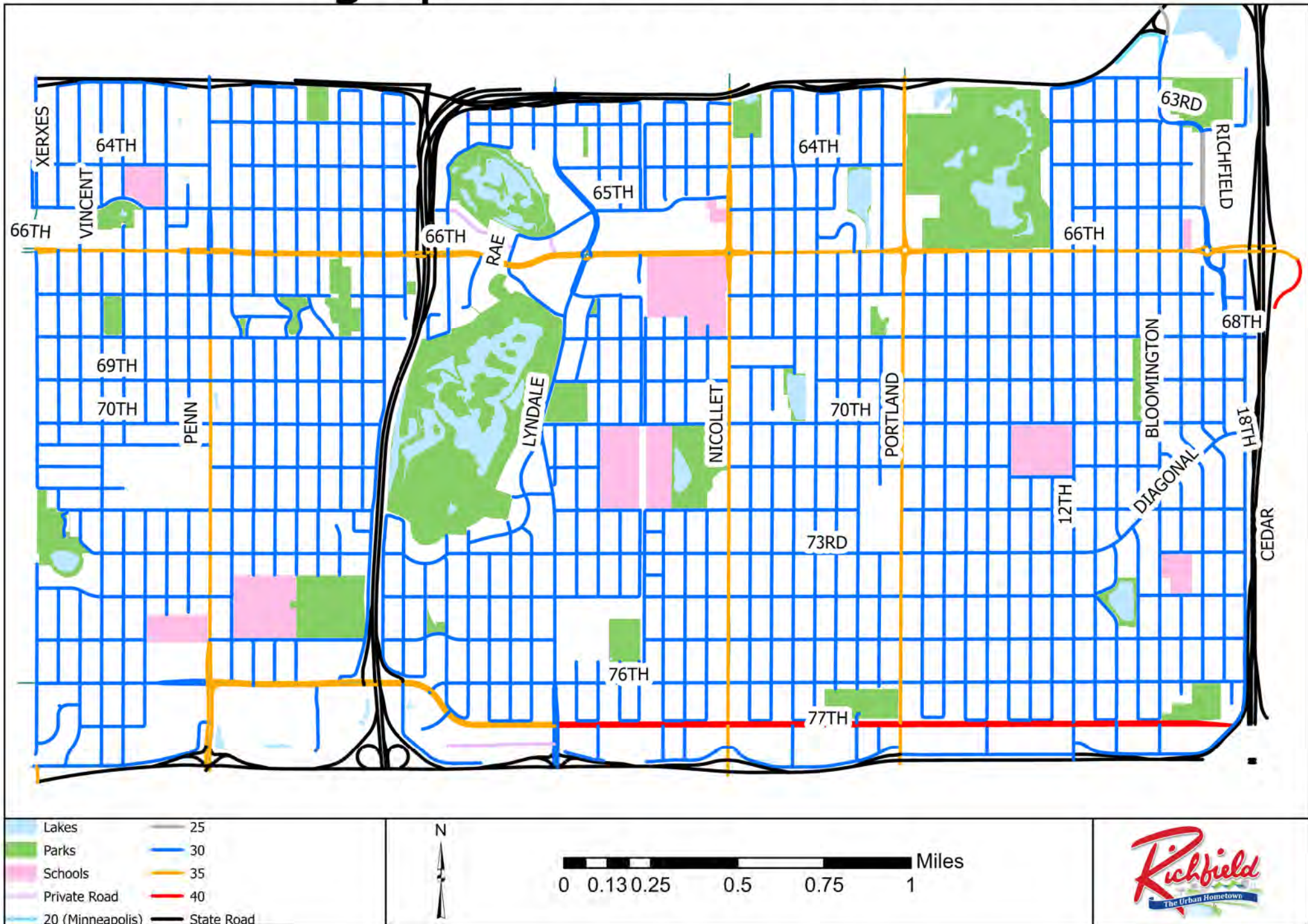
PRINCIPAL PARTIES EXPECTED AT MEETING:

Scott Barsuhn, Barsuhn Consulting

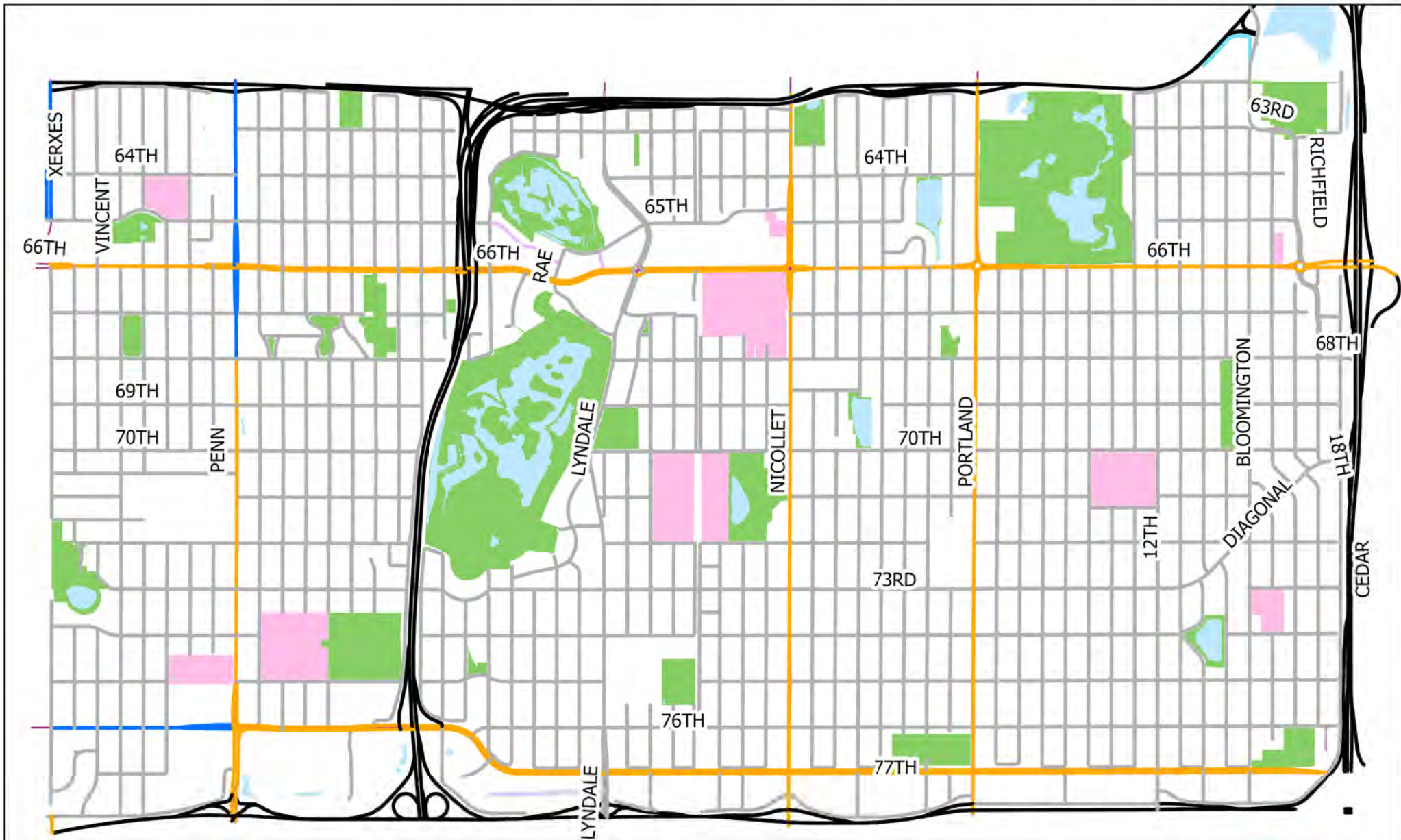
ATTACHMENTS:

	Description	Type
□	Existing Speed Limits Map - October 2023	Exhibit
□	Staff Recommendation Speed Limits Map - October 2023	Exhibit

Existing Speed Limits - October 2023



Proposed Speed Limits - October 2023



Lakes	25
Parks	30
Schools	35
Private Road	State or Airport Road
20 (Minneapolis)	

Note: Richfield does not control speed limits on Hennepin County Roads (66th Street, Portland Ave, Nicollet Ave, Penn Ave, Xerxes/York Ave)





CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

October 24, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 5:45 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Mayor; Sean Hayford O'leary; Ben Whalen; Simon Trautmann; and Sharon Christensen

Staff Present: Katie Rodriguez, City Manager; Dustin Leslie, City Clerk; Chris Swanson, Management Analyst; Chad Donnelly, Assistant Utility Superintendent; Joe Powers, City Engineer; Brad Drayna, Police Lieutenant; Matt Hardegger, Transportation Engineer; Kristin Asher, Public Works Director.

ITEM #1	FINDINGS OF THE WATER SYSTEM INTERCONNECT EVALUATION.
----------------	--

City Manager Rodriguez introduced the topics to Council and introduced Assistant Utility Superintendent Donnelly to Council.

Assistant Utility Superintendent Donnelly gave the presentation covering background of the project, project purpose, goals, analysis of alternatives, interconnect locations, staff findings, and recommended actions. He noted that the Minneapolis interconnection is the recommendation.

Council Member Hayford O'leary stated he was ok with the staff recommendation and spoke about how Richfield could be affected by a disaster interrupting the city's water supply. He asked staff if the ground water used by Richfield were to run out, would they be able to get water from Minneapolis? Assistant Utility Superintendent Donnelly stated the city would be able to draw water from Minneapolis in that event.

Staff and Council spoke about eventually needing to replace the water treatment plant and having a connection to Minneapolis could provide a new option or a temporary option if a new water treatment plant was ever built.

Mayor Supple agreed that the Minneapolis option made the most sense. Staff stated they wanted to make sure Council did not want to go with the Bloomington option. The council agreed with staff about not wanting the Bloomington connection.

ITEM #2	STAFF WILL PRESENT AN UPDATE ON THE ONGOING LOCAL SPEED LIMIT STUDY AND RECOMMENDATIONS FOR A PROPOSED SIGNING AND SPEED LIMIT IMPLEMENTATION PLAN AND A PUBLIC EDUCATION CAMPAIGN.
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Transportation Engineer Hardegger gave the presentation covering speed limit proposals, methodology, 2022-2023 speed data, and data for 76th and 77th streets.

There was a general conversation between staff and council regarding speeds along the 77th Street corridor as well as addressing inequities in changing the speed limits.

City Engineer Powers spoke about a possible grant opportunity the city applied for that would help look at design changes to the 77th Street corridor. He also spoke about response changes if speed limits were updated.

Mayor Supple spoke about the benefits of adding sidewalks and making them ADA accessible.

Council Member Hayford Oleary and Mayor Supple spoke about their preferences for speed limits on certain streets within the city. Council Member Whalen asked the police department to comment on enforcement. Lieutenant Drayna stated the police department enforces speed limits throughout the city equally and spoke about crash data.

City staff finished the presentation by talking about ordinance language and resolution language that would be presented at a future Council meeting.

Communications Strategist Scott Barshun gave a presentation about the Richfield Drives 25 communication campaign and how it would be advertised.

The Mayor and Council Members gave feedback regarding the campaign, including asking for more crisp images and more use of people.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:55 pm.

Date Approved: November 14, 2023

Mary B. Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



Speed Limit Discussion

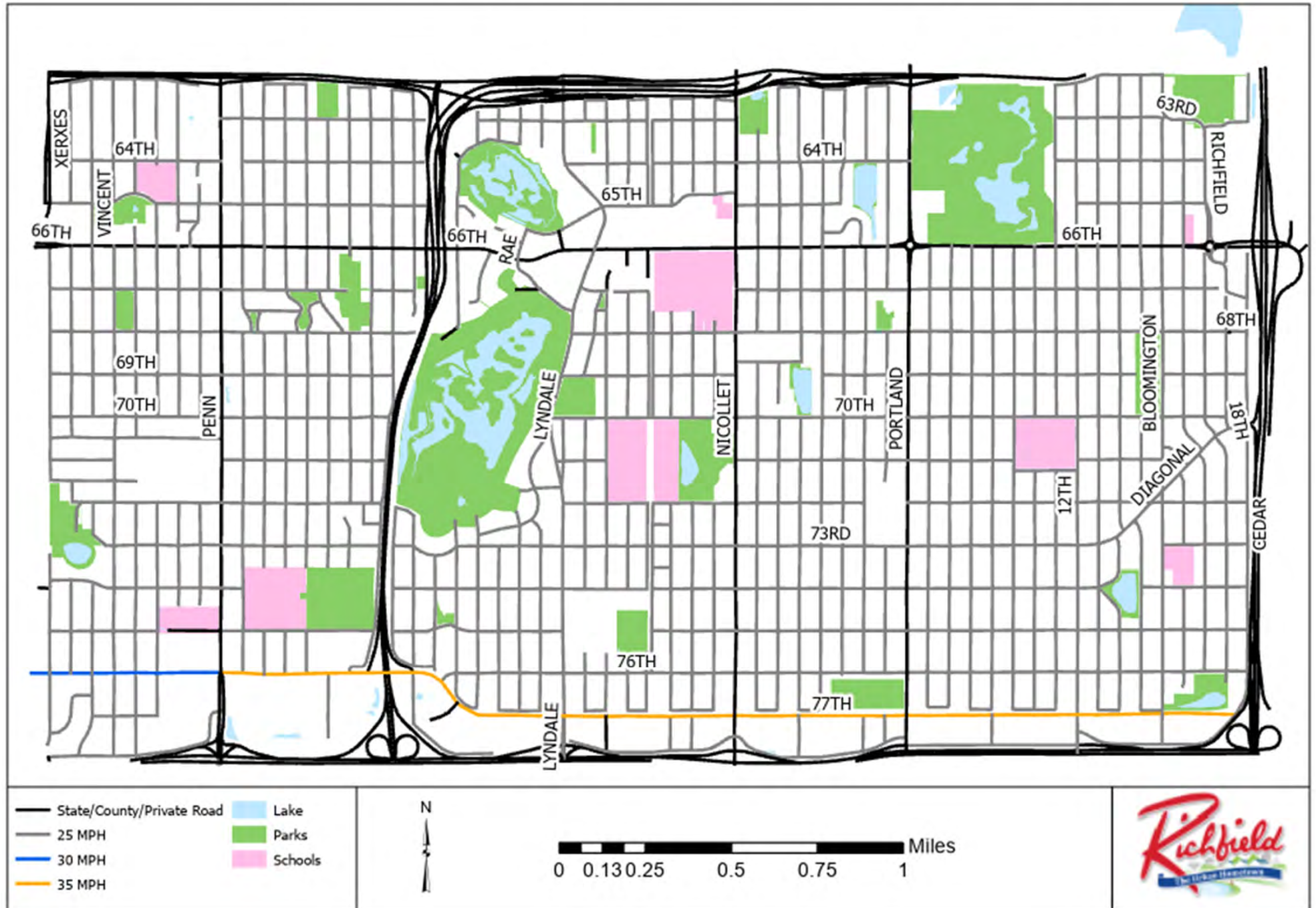
City Council Work Session
October 24th, 2023

Matt Hardegger (he/him)
Transportation Engineer

Agenda

- Refresher
- 2023 Data Updates
- Staff Recommendation
- Education Campaign Introduction

Proposed Speed Limits - May 2023



Methodology

- Considerations:
 - Existing 50th Percentile Speeds
 - Number of Lanes
 - Pedestrian Facility Type/Location
 - Bicycle Facility Type/Location
- Maximum 25 mph speed on all:
 - Two Lane Roads (divided and undivided)
 - Roads without sidewalks
 - Roads with marked and designated on-street bike lanes
- If at least one of above criteria met:
 - Set speed limit within 5 mph of 50th Percentile Speed with maximum of 25 mph
- If none of above criteria met:
 - Set speed limit within 5 mph of 50th Percentile Speed
 - Minimum ½ mile zones
- In all cases:
 - Evaluate for consistency with land use, adjacent street speed limits, and remainder of corridor speed limits

2022-23 Speed Data (76th/77th)

West  East

Location	76th E of Xerxes	77th W of Lyndale	77th E of Lyndale	77th E of Nicollet	77th W of 12th	77th E of 12th	77th E of Bloomington
Dates:	7/31-8/1/23	7/31-8/1/23	7/24-7/26/23	7/26-7/28/23	7/16-7/19/23	7/23-7/26/23	7/23-7/26/23
Current Speed Limit	30	35	40	40	40	40	40
Median Speed	36	35	32	35	37	37	37
Average Speed	37	36	33	36	38	38	38
85th Percentile Speed	41	40	39	41	43	43	43
% > Speed Limit	94.7%	54.2%	10.4%	22.1%	30.7%	30.2%	32.1%

76th & 77th Streets

- Results of different Speed Limit Setting Methods:
 - Current MUTCD: 40-45
 - +/- 5 mph of 85% speed
 - Proposed MUTCD: 35-40
 - +/- 5 mph of 50% speed
 - USLIMITS2: 35-40
 - FHWA “Expert System”
 - NACTO City Limits: 35
 - Low Conflict Density, Low Activity Corridor

Proposed Speed Limits - October 2023



Draft Ordinance Language

- *The city engineer may establish speed limits for city streets under the city's jurisdiction in accordance with the provisions set forth at Minnesota Statutes Section 169.14. A comprehensive listing and the procedures relied upon to establish speed limits under this section shall be kept on file by the city engineer and will be made readily available for public inspection.*
- Matches language used by Edina and St. Louis Park
- Similar language to Minneapolis and St. Paul

Schedule

- November 14th: Ordinance Reading #1
- November 28th: Ordinance Vote
- Winter 2023/24: Sign Production
- Spring 2024: Education Campaign Roll Out
- June 1st, 2024: Changes Effective
 - Sign phasing & implementation plan to be discussed with PD
 - Requires vote on rescinding resolution creating Lyndale urban district (30 mph speed limit)
 - Signal Timing Changes



STAFF REPORT NO. 179
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Sam Crosby, Planner
DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
12/5/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a second reading and summary publication of an ordinance amendment to allow micro units as an accessory use to approved religious institutions.

EXECUTIVE SUMMARY:

During their 2023 session, the Legislature passed a bill authorizing religious institutions to construct micro unit dwellings on their property. Development of these micro unit dwellings are being referred to as "Sacred Communities" and they are intended to provide an additional means for faith communities to serve chronically homeless and extremely low-income individuals, living in community with volunteers.

In summary, the new law sets the following minimum standards for these developments:

- Micro units are defined as no more than 400 gross square feet in size with exterior materials compatible with standard residential construction.
- The units are required to have a toilet, electricity, and smoke and carbon monoxide detectors.
- Between one-third and 40% of the units must be occupied by designated volunteers.
- They must provide the City with a plan that outlines:
 - o water and sewer management,
 - o parking, lighting, and access by emergency vehicles, and
 - o security and severe weather protocols.

The City cannot prohibit "Sacred Communities." The law permits cities to designate these settlements as either conditional uses or permitted uses, but defaults to conditional if not otherwise stated. If allowed to default to a conditional use, the City would have no ability to impose any conditions, creating pointless and futile public hearings. Therefore, staff is proposing an ordinance that would allow Sacred Communities as an accessory use to religious institutions. This would avoid a frustrating and pointless public hearing process. Also, by designating the settlements as an accessory use to the religious institution, the settlement would not continue if the religious institution ceased.

The Zoning Code allows religious institutions as a conditional use in the R - Low Density Residential, the MR-2 - Multi-Family Residential, and the MR-3 - High Density Multi-Family Residential districts. Religious Institutions are also listed as a permitted use in the C-2 - General Commercial zoning district. The proposed ordinance creates a definition for the term Sacred Community (as defined by the new law) and adds language to each of these districts, to specify that sacred communities are allowed as accessory uses to approved religious institutions.

The Planning Commission held a public hearing on November 27, no one from the public spoke at the public

hearing. The Planning Commission felt that the requirement for the units to be on or contiguous to the grounds of the primary worship location was an important part of the legislation. The Planning Commission had a number of questions regarding impacts:

- There are currently 16 religious institutions in the City where Sacred Communities would be possible; see the attached map.
- There is no set limit to the number of micro units a particular religious institution may construct.
- Rental licenses cannot be required, and
- Staff has not received any inquiries from interested institutions.

The Commission unanimously recommended approval of the ordinance amendment as proposed.

RECOMMENDED ACTION:

By motion:

- 1. Approve the second reading of an ordinance amendment to allow micro units as an accessory use to approved religious institutions, and**
- 2. Approve a resolution authorizing summary publication of said ordinance.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The law became Chapter 53, Article 11, Section 57 (also MN State Statutes Sec. 327.30) which is attached for reference. The effective date is January 1, 2024.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

What are the racial equity impacts of this decision?

- The removal of a time consuming and costly approval process will help those who need the housing the most, which tend to be a higher proportion of communities of color, as well as benefiting the religious institutions that are hosting the communities.

Who will benefit from or be burdened by this decision?

- Those who are chronically homeless or extremely low-income are expected to be the beneficiaries, as well as the religious institutions that are constructing the communities. Since the law negates the purpose of a public hearing, staff does not anticipate that anyone will be burdened by not having one.

What are potential unintended consequences, and are there strategies to mitigate those consequences?

- Because the law negates the purpose of a public hearing, staff does not foresee any unintended consequence of allowing the communities as an accessory use.
- Strategic Outcome Consideration:
By eliminating a pointless public process that involves both time and money, the proposed ordinance reduces barriers for traditionally excluded groups, and helps to maintain Richfield as an affordable place to live.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- The new law states:
“Unless the municipality has designated Sacred Communities meeting the requirements of this section as permitted uses, a Sacred Community meeting the requirements of this section shall be approved and regulated as a conditional use without the application of additional standards not included in this section. When approved, additional permitting is not required for individual micro units.”
- Under guidance from the City Attorney, the last sentence means that the City cannot require ANY additional permitting, including land use and/or building permits, regardless of whether the City passes this proposed ordinance amendment or not. The Statute outlines the minimum construction requirements for the micro units and the City cannot go beyond that. If a micro unit connects to utilities such as water, sewer, gas or electric, then those City permits and inspections apply. The law does require that all units be inspected and certified for compliance with the provisions of the law by a licensed MN professional engineer or qualified third-party inspector. Each settlement must also annually certify to the City that it continues to comply with the eligibility requirements of the law.
- If a City has setback regulations for mobile homes, those are the only regulations a City can impose. Otherwise, the default setback chosen by the legislature is 10 feet. The City of Richfield does not regulate mobile homes, so the 10 foot setback would apply.
- The City’s Zoning Code does not define the term religious institution. The new law defines it as “a church, synagogue, mosque, or other religious organization organized under State Statute Chapter 315.” It is preferable that there is no city definition that could potentially

conflict with State Statute. The City would apply the statutory definition if questions arose.

D. CRITICAL TIMING ISSUES:

The law sets the effective date as January 1, 2024.

E. FINANCIAL IMPACT:

None.

F. LEGAL CONSIDERATION:

- Notice of the Planning Commission's public hearing was published in the Sun Current newspaper on November 16, 2023.
- The Planning Commission unanimously recommended approval of the proposed ordinance amendment.
- First reading was approved on November 28, 2023

ALTERNATIVE RECOMMENDATION(S):

- Approve the ordinance amendment with changes; or,
- Deny the ordinance amendment, thus allowing Sacred Communities to default to the conditional use permit process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Sacred Communities Ordinance	Ordinance
☐ Summary Publication Resolution	Resolution Letter
☐ MN Statutes 327.30	Backup Material
☐ Religious Institutions Location Map	Backup Material

BILL NO. _____

**AN ORDINANCE AMENDMENT MODIFYING VARIOUS SECTIONS OF THE ZONING CODE
IN RELATION TO “SACRED COMMUNITIES”**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Subsection 507.07, Subd. 111, of the Richfield Zoning Code is amended to add a definition, all subsequent items to remain unchanged, to read as follows:

Subd. 111. “Sacred Communities” are micro unit dwellings on religious institutional property, as defined by MN State Statutes Sec. 327.30.

Section 2 Subsection 514.05, of the Richfield Zoning Code is amended to add a Subdivision 12, for the purpose of listing sacred communities as an accessory use in the R zoning district, to read as follows:

Subd. 12. Sacred Communities as an accessory use to an approved Religious Institution (conditional use permit amendment not required).

Section 3 Subsection 525.05, of the Richfield Zoning Code is amended to add Subd. 9, for the purpose of listing sacred communities as an accessory use in the MR-2 zoning district, to read as follows:

Subd. 12. Sacred Communities as an accessory use to an approved Religious Institution (conditional use permit amendment not required).

Section 4 Subsection 527.05, of the Richfield Zoning Code is amended to add Subd. 10, for the purpose of listing sacred communities as an accessory use in the MR-3 zoning district, to read as follows:

Subd. 10. Sacred Communities as an accessory use to an approved Religious Institution (conditional use permit amendment not required).

Section 5 Subsection 534.03, Subd. 8, of the Richfield Zoning Code is amended to add language, for the purpose of identifying sacred settlements as an accessory use in the C-2 zoning district, to read as follows:

Subd. 8. Religious institutions and related convents or parsonages, including sacred communities as an accessory use.

Section 6 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 12th day of December, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE MODIFYING VARIOUS SECTIONS OF THE ZONING CODE
IN RELATION TO “SACRED COMMUNITIES”**

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 TO ALLOW
“SACRED COMMUNITIES” AS AN ACCESSORY USE
TO RELIGIOUS INSTITUTIONS**

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

This ordinance amendment creates a definition for the term sacred community (as defined by State Statutes Section 327.30) and amends the R (Low Density Residential), MR-2 (Multi-Family Residential), MR-3 (High Density Multi-Family Residential), and C-2 (General Commercial), zoning districts to specify that sacred communities are allowed as accessory uses in these districts.

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 12th day of December, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

2023 Minnesota Statutes

327.30 SACRED COMMUNITIES AND MICRO-UNIT DWELLINGS.

Subdivision 1. Definitions.

(a) For the purposes of this section, the following terms have the meanings given.

(b) "Chronically homeless" means an individual who:

(1) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;

(2) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; and

(3) has an adult head of household, or a minor head-of-household if no adult is present in the household, with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two or more of those conditions.

(c) "Designated volunteers" means persons who have not experienced homelessness and have been approved by the religious institution to live in a sacred community as their sole form of housing.

(d) "Extremely low income" means an income that is equal to or less than 30 percent of the area median income, adjusted for family size, as estimated by the Department of Housing and Urban Development.

(e) "Micro unit" means a mobile residential dwelling providing permanent housing within a sacred community that meets the requirements of subdivision 4.

(f) "Religious institution" means a church, synagogue, mosque, or other religious organization organized under chapter 315.

(g) "Sacred community" means a residential settlement established on or contiguous to the grounds of a religious institution's primary worship location primarily for the purpose of providing permanent housing for chronically homeless persons, extremely low-income persons, and designated volunteers that meets the requirements of subdivision 3.

Subd. 2. Dwelling in micro units in sacred communities authorized.

Religious institutions are authorized to provide permanent housing to people who are chronically homeless, extremely low-income, or designated volunteers, in sacred communities composed of micro units subject to the provisions of this section. Each religious institution that has sited a sacred community must annually certify to the local unit of government that it has complied with the eligibility requirements for residents of a sacred community in this section.

Subd. 3. **Sacred community requirements.**

(a) A sacred community must provide residents of micro units access to water and electric utilities either by connecting the micro units to the utilities that are serving the principal building on the lot or by other comparable means, or by providing the residents access to permanent common kitchen facilities and common facilities for toilet, bathing, and laundry with the number and type of fixtures required for an R-2 boarding house under Minnesota Rules, part [1305.2902](#). Any units that are plumbed shall not be included in determining the minimum number of fixtures required for the common facilities.

(b) A sacred community under this section must:

(1) be appropriately insured;

(2) have between one-third and 40 percent of the micro units occupied by designated volunteers; and

(3) provide the municipality with a written plan approved by the religious institution's governing board that outlines:

(i) disposal of water and sewage from micro units if not plumbed;

(ii) septic tank drainage if plumbed units are not hooked up to the primary worship location's system;

(iii) adequate parking, lighting, and access to units by emergency vehicles;

(iv) protocols for security and addressing conduct within the settlement; and

(v) safety protocols for severe weather.

(c) Unless the municipality has designated sacred communities meeting the requirements of this section as permitted uses, a sacred community meeting the requirements of this section shall be approved and regulated as a conditional use without the application of additional standards not included in this section. When approved, additional permitting is not required for individual micro units.

(d) Sacred communities are subject to the laws governing landlords and tenants under chapter 504B.

§

Subd. 4. **Micro unit requirements.**

(a) In order to be eligible to be placed within a sacred community, a micro unit must be built to the requirements of the American National Standards Institute (ANSI) Code 119.5, which includes standards for heating, electrical systems, and fire and life safety. A micro unit must also meet the following technical requirements:

(1) be no more than 400 gross square feet;

(2) be built on a permanent chassis and anchored to pin foundations with engineered fasteners;

(3) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(4) have a minimum insulation rating of R-20 in walls, R-30 in floors, and R-38 in ceilings, as well as residential grade insulated doors and windows;

(5) have a dry, compostable, or plumbed toilet or other system meeting the requirements of the Minnesota Pollution Control Agency, Chapters 7035, 7040, 7049, and 7080, or other applicable rules;

(6) have either an electrical system that meets NFPA 70 NEC, section 551 or 552 as applicable or a low voltage electrical system that meets ANSI/RVIA Low Voltage Standard, current edition;

(7) have minimum wall framing with two inch by four inch wood or metal studs with framing of 16 inches to 24 inches on center, or the equivalent in structural insulated panels, with a floor load of 40 pounds per square foot and a roof live load of 42 pounds per square foot; and

(8) have smoke and carbon monoxide detectors installed.

(b) All micro units, including their anchoring, must be inspected and certified for compliance with these requirements by a licensed Minnesota professional engineer or qualified third-party inspector for ANSI compliance accredited pursuant to either the American Society for Testing and Materials Appendix E541 or ISO/IEC 17020.

(c) Micro units that connect to utilities such as water, sewer, gas, or electric, must obtain any permits or inspections required by the municipality or utility company for that connection.

(d) Micro units must comply with municipal setback requirements established by ordinance for manufactured homes. If a municipality does not have such an ordinance, micro units must be set back on all sides by at least ten feet.

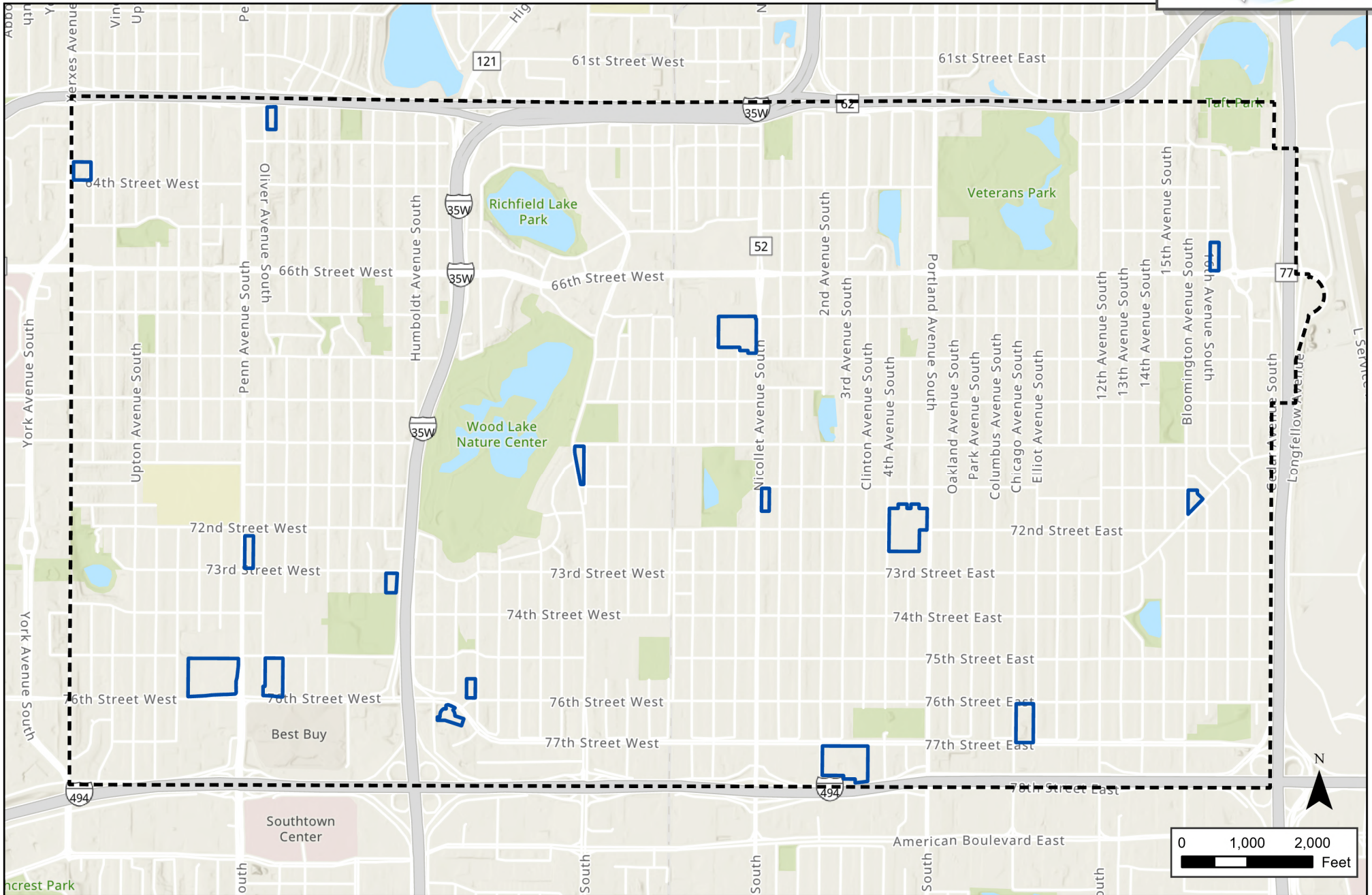
History:

[2023 c 53 art 11 s 57](#)

Official Publication of the State of Minnesota
Revisor of Statutes

Approved Religious Institutions

November 2023





STAFF REPORT NO. 180
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Matt Hardegger, Transportation Engineer
Kristin Asher, Public Works Director
12/5/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution rescinding the designation of Lyndale Avenue from 62nd Street to 77th Street as an "urban district" pursuant to Minnesota Statutes, Section 169.14, effective June 15, 2024.

EXECUTIVE SUMMARY:

- This is one of three actions on the December 12, 2023 Council agenda related to the reduction of speed limits in Richfield.
- In July 2020, the Council adopted Resolution No. 11750, which designated Lyndale Avenue from 62nd Street to 77th Street in the City of Richfield as an "urban district" pursuant to Minnesota Statutes, section 169.14, and concurrently set the legal speed limit on the corridor to 30 miles per hour.
- In order to set the speed limit on Lyndale Avenue to 25 miles per hour as recommended by the city's engineering, traffic, and safety analysis pursuant to Minnesota Statutes, Section 169.14, Subdivision 5h, the City Council must rescind the urban district designation and 30 mile per hour speed limit.

RECOMMENDED ACTION:

By Motion: Adopt the resolution rescinding the designation of Lyndale Avenue from 62nd Street to 77th Street as an "urban district" pursuant to Minnesota Statutes, Section 169.14, effective June 15, 2024.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In July 2020, the Council adopted Resolution No. 11750, which designated Lyndale Avenue from 62nd Street to 77th Street in the City of Richfield as an "urban district" pursuant to Minnesota Statutes, Section 169.14, and concurrently set the legal speed limit on the corridor to 30 miles per hour.

Throughout 2022 and 2023, Council has been working with staff on a process to reduce municipal speed limits via Minnesota Statutes, Section 169.14, Subdivision 5h. This allows the city to set appropriate speed limits for the city based on engineering, traffic, and safety analysis without needing an investigation by the Commissioner of Transportation. Via a separate ordinance amendment, the City Council is considering the delegation of that responsibility to the City Engineer.

For the City Engineer to set the speed limit on Lyndale Avenue to 25 miles per hour, the Council must rescind the "urban district" designation and 30 mile per hour speed limit that accompanies such designation.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic considerations: None.

Equity considerations:

- Slower vehicle traffic creates safer conditions for vulnerable road users, especially those walking, biking, and rolling.
- Reducing the speed limit on Lyndale Ave from 30 mph to 25 mph would cause a travel time delay of approximately 45 seconds for a vehicle traveling the 2 miles from I-494 to Highway 62 in non-congested conditions.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- Lyndale Avenue was designated an "urban district" on July 14, 2020 with Council's adoption of Resolution No. 11750.
- Urban districts are defined in Minnesota Statutes, Section 169.011 as "*...any city street or town road that is built up with structures devoted to business, industry, or dwelling houses situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.*"
- Speed limits are governed by Minnesota Statutes, Section 169.14, with specific references to urban districts in Subdivisions 2 and 5b, and the power for municipalities to determine their own speed limits in Subdivision 5h.

D. CRITICAL TIMING ISSUES:

The Lyndale Avenue urban district designation and 30 mile per hour speed limit must be rescinded prior to implementation of a lower speed limit pursuant to Minnesota Statutes, Section 169.14, Subdivision 5h.

E. FINANCIAL IMPACT:

- Funding for the speed limit signage is included in the 2024 Capital Improvement Budget.
- Minor costs in the form of Public Works materials and staff time will be needed to produce and physically install the signs.

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the relevant statutes as they apply to this urban district designation and will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION RESCINDING RESOLUTION NO. 11750 WHICH DESIGNATED
LYNDALE AVENUE FROM 62ND STREET TO 77TH STREET AS AN URBAN
DISTRICT EFFECTIVE JUNE 15, 2024**

WHEREAS, the Richfield City Council officially designated the Lyndale Avenue corridor from 62nd Street to 77th Street an “urban district” through Resolution No. 11750 in July 2020 in accordance with Minnesota Statutes, Section 169.14, Subdivisions 2 and 5b and Section 169.011, Subdivision 90; and

WHEREAS, Minnesota Statutes, Section 169.14, Subdivision 2, mandates a 30 mile per hour speed limit in all urban districts; and

WHEREAS, the Richfield City Council has since adopted an amendment to Chapter XIII, Section 1305 of the Richfield Code of Ordinances, giving the authority to set municipal speed limits to the City Engineer pursuant to the requirements of Minnesota Statutes, 169.14, Subdivision 5h; and

WHEREAS, the Richfield City Council has indicated its desire to reduce the speed limit on Lyndale Avenue to 25 miles per hour which requires the rescission of Resolution No. 11750 and the Lyndale Avenue urban district designation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that it hereby rescinds Richfield City Council Resolution No. 11750 effective June 15, 2024.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 181
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY: Joe Powers, City Engineer
DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
12/5/2023
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW: Katie Rodriguez, City Manager
12/6/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider alternative to the staff recommendation to set the speed limit on 76th and 77th Streets to 35 miles per hour and adopt a resolution designating 76th Street from Xerxes Avenue to 77th Street and 77th Street from 76th Street to Highway 77 an “urban district” pursuant to Minnesota Statutes, Section 169.14, and set the speed limit at 30 miles per hour effective June 15, 2024.

EXECUTIVE SUMMARY:

- This proposed resolution is one of three actions on the December 12, 2023 Council agenda related to the reduction of speed limits in Richfield.
- Minnesota Statutes, Section 169.14, Subd. 5h (the Subdivision being used to delegate the authority to set speed limits to the City Engineer) states that "A city that uses the authority under this subdivision must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis."
- Staff have performed a safety, engineering, and traffic analysis that led to a 35 mile per hour speed limit recommendation for 76th and 77th Streets, east of Penn Avenue and not including the section of 76th Street east of 77th Street.
- City Council has indicated they may desire to set the speed limit along this corridor at 30 miles per hour.
- In consultation with the City Attorney, staff have determined that the City Council may elect to designate the corridor as an "urban district" pursuant to Minnesota Statutes, Sections 169.011 & 169.14, and direct the Public Works department to set the speed limit at 30 miles per hour and erect signage accordingly.
- If a street meets the requirements of an "urban district" and is designated as such by the governing body of the municipality, a 30 mile per hour speed limit may be set pursuant to Minnesota Statutes, Section 169.14.

RECOMMENDED ACTION:

If Council chooses the alternative to the staff recommendation the action is to approve by motion: To adopt a resolution designating 76th Street from Xerxes Avenue to 77th Street and 77th Street from 76th Street to Highway 77 an “urban district” pursuant to Minnesota Statutes, Section 169.14, and set the speed limit at 30 miles per hour effective June 15, 2024.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

76th Street and 77th Street are 4-lane roadways that span the entire southern portion of Richfield. These roadways routinely see speeds in excess of the existing speed limits of 30 miles

per hour (west of Penn Avenue), 35 miles per hour (from Penn Avenue to Lyndale Avenue) and 40 miles per hour (from Lyndale Avenue to Highway 77), largely due to the nature of traffic and design of the roadway.

This area is also one of the densest residential neighborhoods in Richfield, with a significant portion of the city's population living to the south of the 76th/77th corridor. With the existing vehicle speeds on 76th and 77th Streets, pedestrian crossings on the corridor are completed with a greater risk factor than other roadways within the city.

The engineering analysis performed by staff recommends setting the speed limit on these roads to 35 miles per hour, based on a distribution of existing speeds as required by the Minnesota Manual of Uniform Traffic Control Devices. Staff used the median speed of traffic on the roadway to determine the proposed speed limit, as this has been determined to be a more appropriate metric to set speed limits on urban roadways, as opposed to the more traditionally used 85th percentile, which would indicate a speed limit of 40 or 45 miles per hour along this roadway.

The only previous use in Richfield of the "urban district" designation was Lyndale Avenue after the completion of a construction project which reduced the number of travel lanes from four to two and had a design speed of 30 miles per hour. Had Lyndale Avenue not been designated an "urban district", the speed limit would have been set at 35 miles per hour.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic considerations: none

Equity considerations:

- Setting a 35 mile per hour speed limit (10 miles per hour higher than the rest of the city) on 76th and 77th Streets east of Penn Avenue does create inequitable conditions for pedestrians who live along the corridor, who are largely renters and BIPOC residents of Richfield.
- Simultaneously, setting a 30 mile per hour speed limit on 76th and 77th Streets east of Penn Avenue does not reflect existing driving behaviors or geometric changes in the roadway and may create a situation for increased risk, especially for those who live along the corridor and use it frequently, including risk of traffic citations.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Minnesota Statutes, Section 169.011, defines an urban district:

169.011 DEFINITIONS

...

Subd. 90. Urban district. "Urban district" means the territory contiguous to and including any city street or town road that is built up with structures devoted to business, industry, or dwelling houses situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.

Minnesota Statutes, Section 169.14, allows for a 30 mile per hour speed limit in an urban district:

169.14 SPEED LIMITS, ZONES; RADAR

...

Subd. 2. Speed limits. (a) Where no special hazard exists the following speeds shall be lawful, but any speeds in excess of such limits shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful; except that the speed limit within any municipality shall be a maximum limit and any speed in excess thereof shall be unlawful:

(1) 30 miles per hour in an urban district;

...

Subd. 5b. Segment in urban district. When any segment of at least a quarter-mile in distance of any city street, municipal state-aid street, or town road on which a speed limit in excess of 30 miles per hour has been established pursuant to an engineering and traffic investigation by the commissioner meets the definition of "urban district" as defined in section 169.011, subdivision 90, the governing body of the city or town may by resolution declare the segment to be an urban district and may establish on the segment the speed limit for urban districts prescribed in subdivision 2. The speed limit so established shall be effective upon the erection of appropriate signs designating the speed and indicating the beginning and end of the segment on which the speed limit is established, and any speed in excess of such posted limits shall be unlawful. A copy of the

resolution shall be transmitted to the commissioner at least ten days prior to the erection of the signs.

D. CRITICAL TIMING ISSUES:

Action on this resolution must be taken prior to implementation of the changes to municipal speed limits outlined in the proposed ordinance to allow for staff to produce signage and effectively communicate changes, as required by Minnesota statutes, Section 169.14, Subd. 5h.

E. FINANCIAL IMPACT:

- Funding for the speed limit signage is included in the 2024 Capital Improvement Budget.
- Minor costs in the form of Public Works materials and staff time will be needed to produce and physically install the signs.

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the relevant statutes as they apply to this urban district designation and will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

Council could choose not to approve the resolution and allow the City Engineer to set the speed limit on 76th and 77th Streets east of Penn Avenue to 35 miles per hour based on the city's engineering, traffic, and safety analysis required by Minnesota Statutes, Section 169.14, Subd. 5h.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▢ Urban District Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING THE DESIGNATION OF 76TH STREET FROM XERXES AVENUE TO 77TH STREET AND 77TH STREET FROM 76TH STREET TO HIGHWAY 77 AS AN URBAN DISTRICT AND ORDERING INSTALLATION OF 30MPH SPEED LIMIT SIGNS ALONG THE CORRIDOR IN THE CITY OF RICHFIELD EFFECTIVE JUNE 15, 2024.

WHEREAS, 76th Street and 77th Street are 4-lane roadways that span the entire southern portion of Richfield; and

WHEREAS, these roadways routinely see speeds in excess of the existing speed limits of 30 miles per hour (west of Penn Avenue), 35 miles per hour (from Penn Avenue to Lyndale Avenue) and 40 miles per hour (from Lyndale Avenue to Highway 77), largely due to the nature of traffic and design of the roadway; and

WHEREAS, this corridor is one of the densest residential neighborhoods in Richfield, with a significant portion of the city's population living to the south of the 76th Street and 77th Street corridor; and

WHEREAS, the 76th Street and 77th Street corridor meets the requirements of Minnesota Statutes, section 169.14, for designation as an urban district and a speed limit of 30mph.

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

1. 76th Street from Xerxes Avenue to 77th Street and 77th Street from 76th Street to Highway 77 is designated as an urban district; and
2. The speed limit shall be set at 30mph as allowed for in urban districts and signs shall be installed along the corridor indicating the 30mph limit.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 182
CITY COUNCIL MEETING
12/12/2023

REPORT PREPARED BY:	Kumud Verma, Finance Director
DEPARTMENT DIRECTOR REVIEW:	
OTHER DEPARTMENT REVIEW:	
CITYMANAGER REVIEW:	Katie Rodriguez, City Manager 12/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider resolutions approving the 2023 Revised/2024 Proposed budgets, tax levy and related resolutions.

EXECUTIVE SUMMARY:

On September 12, 2023, the City Council approved and certified a preliminary tax levy of \$28,363,158 which included a levy for general fund operations of \$22,442,251, a debt service levy of \$4,113,543, an equipment and technology levy of \$1,208,000, and an Economic Development Agency levy of \$599,364. Accordingly, the 2024 preliminary gross levy represents a 5.89% increase from the 2023 gross levy.

The final tax levy of \$28,363,158 must now be considered and approved by the City Council. Taxpayers have received individual parcel specific tax notices as part of the truth-in-taxation hearing process.

The City of Richfield held its 2023 truth-in-taxation hearing on November 28, 2023 at 6:30 p.m. At this meeting, staff presented and the Council discussed the proposed City budget.

While finalizing the 2024 budget document, the staff carefully reviewed every budget at fund level and department level. It was discovered that the following capital budget item needed to be revised so that it matches with requests submitted by respective project manager's. The change has been made in the budget document presented to the Council for adoption. Please note that this change has no impact on the general fund budget and the tax levy. The total of 2024 capital improvement budget has increased from \$7,591,350 to \$7,666,350.

Changes made to the 2024 Capital Improvement Budget

Project Detail	Original Number	Revised Number	Net Change
Public Facilities – City Hall HVAC Compressor Replacement	\$0	\$75,000	\$75,000

Included for your consideration are salary increases for non-represented employee pay plans. The proposed increases are 3.00% increase for the Management and General Services, and the Specialized pay plans. The increases are effective the first full pay period of January 2024.

RECOMMENDED ACTION:

By Motion: Adopt the resolutions approving the 2023 Revised/2024 Proposed budgets, tax levy and related resolutions.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Adopting revised and final budgets is standard business at this point in the process.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

A revised 2023 budget and final 2024 budget and tax levy must be adopted on or before December 28, 2023. Cities have eleven working days after December 12 or no later than December 28 to prepare all the documentation necessary to certify a final levy to the County Auditor and State Department of Revenue. A proposed 2024 tax levy has been submitted to the City Council for consideration. Several related resolutions included within the total budget document need to be considered. These related resolutions are itemized in the attachment section of this staff report.

D. CRITICAL TIMING ISSUES:

Revised 2023 budgets and final 2024 budgets and tax levy must be adopted on or before December 28, 2023 so that the levy can be certified to the County on time.

E. FINANCIAL IMPACT:

The proposed gross tax levy for 2024 is \$28,363,158, which includes levies for general fund operations, debt service, the Richfield EDA, equipment and technology and a tax abatement levy. The gross tax levy for 2024 reflects a 5.89% increase from the previous year's gross levy.

The City's tax capacity rate is anticipated to increase from 50.84% in 2023 to 52.30% in 2024.

A 3.00% wage increase for Management, General Services, and Specialized pay plan employees effective January 2024.

F. LEGAL CONSIDERATION:

A truth-in-taxation public hearing for the 2023 proposed budget and tax levy was held on November 28, 2023 at 6:30 p.m.

ALTERNATIVE RECOMMENDATION(S):

The City Council could adopt a final 2024 budget and tax levy in any amount, which does not exceed the levy of \$28,363,158.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▢ 2023 Budget Revision	Resolution Letter
▢ Resolution Authorizing Budget Revisions	Resolution Letter
▢ Budget & Tax Levy Resolution 2024	Resolution Letter
▢ 2024 On Call Rates	Resolution Letter
▢ Utilities Rates Resolution	Resolution Letter
▢ 2024 CIP Budget	Resolution Letter
▢ 2025-2028 CIP Resolution	Resolution Letter
▢ General Service Pay Plan 2024	Resolution Letter
▢ Specialized Service Pay Plan 2024	Resolution Letter
▢ Management Pay Plan 2024	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING REVISION OF 2023 BUDGET OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 12039 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2023; and

WHEREAS, The City Charter, Chapter 7, Section 7.09, gives the Council authority to transfer unencumbered appropriation balances from one department to another within the same fund at the request of the City Manager; and

WHEREAS, The City Manager has requested a revision of the 2023 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2024 budget document.

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

1. That the 2023 appropriations for each department of the General Fund be amended to establish the following totals:

<u>General Fund</u>	
Legislative/Executive	1,114,258
Administrative Services	991,424
Finance	1,006,135
Public Safety	11,095,903
Fire Services	5,397,355
Community Development	1,753,100
Public Works	5,006,740
Recreation Services	2,246,971
Transfers Out	260,000
TOTAL GENERAL FUND	<u>\$ 28,871,886</u>
DECREASE	\$ 71,885

2. Estimated 2023 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager's official copy of the proposed 2024 budget, are hereby revised as follows:

DECREASE \$71,885

3. That the City Manager bring into effect the provisions of this resolution.

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

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION AUTHORIZING BUDGET REVISIONS

WHEREAS, the City Charter and Minnesota Statutes provide for a process for adopting an annual budget and tax levy; and

WHEREAS, the City Charter provides certain authority for the City Manager and/or City Council to revise the annual budget; and

WHEREAS, it would be beneficial to restate such authority with the adoption of the budget.

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

1. The City Manager may increase the budget by City Council action provided that unbudgeted receipts will be available to equal or exceed the increased expenditures.
2. The City Manager may authorize transfers between divisions within a department providing the transfers do not increase or decrease the department or total budget.
3. The City Manager may transfer budgeted amounts between departments only with the approval of the City Council.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

**RESOLUTION ADOPTING A BUDGET AND TAX LEVY
FOR THE YEAR 2024**

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 30, 2023, and then recertified before December 28, 2023.

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

1. The budget for the City of Richfield for the year 2024 is hereby approved and adopted with appropriations for each of the departments to be as follows:

General Fund

Legislative/Executive	\$ 1,265,380
Administrative Services	1,263,950
Finance	912,618
Public Safety	11,817,265
Fire Services	5,552,889
Community Development	1,849,550
Public Works	5,182,120
Recreation Services	2,326,037
Transfer Out	330,000
Special Projects	<u>399,401</u>
TOTAL GENERAL FUND	<u><u>\$30,899,210</u></u>

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2024 which are more fully detailed in the City Manager's official copy of the 2024 budget, are hereby found and determined to be as follows:

TOTAL GENERAL FUND \$30,899,210

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2023, payable in 2024 for the following purposes and in the following amounts:

<u>PURPOSE</u>	<u>AMOUNT</u>
General Fund ¹	\$22,442,251 ²
Equipment	1,208,000
Economic Development Authority	599,364
Debt Service	4,113,543

¹ Provision has been made in the General Fund for the payment of the City's contributory share to Public Employees' Retirement Association.

² General Fund Levy includes all fiscal disparities distribution amounts.

4. The debt service tax levy is included as established in the bond documents for each of the bonds.
5. The budget for the Housing and Redevelopment Authority of Richfield for the year 2024 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2023, payable in 2024 for the following purposes:

PURPOSE

AMOUNT

Housing and Redevelopment Authority

\$699,617

6. A certified copy of this resolution shall be transmitted to the County Auditor.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION ESTABLISHING PUBLIC WORKS ON-CALL COMPENSATION RATES FOR 2024

WHEREAS, the City Council has determined to provide Public Works Superintendent/Managers/Supervisors compensation for being on-call for possible Public Works emergencies; and

WHEREAS, the good judgment of a Public Works Superintendent/Managers/Supervisors is needed to provide quality response to Public Works emergencies such as water main breaks, street light knock downs, and sewer main backups; and

WHEREAS, the City Council found it necessary to establish a policy to provide such employees with on-call compensation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richfield hereby adopts the following On-call Compensation Rates:

Public Works Superintendents/Managers/Supervisors who remain on-call by carrying the emergency cell phone (or similar device) for a period of one week will be compensated at a rate of \$120 a month in 2024.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION ESTABLISHING WASTEWATER SERVICE RATES AND CHARGES, WATER RATES AND CHARGES, SPECIAL WATER SERVICE CHARGES, STORM SEWER RATES AND CHARGES, STREET LIGHT RATES AND CHARGES, AND 6.5% PENALTY ON PAST DUE ACCOUNTS

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

SANITARY SEWER SERVICE RATES AND CHARGES FOR 2024

1. Pursuant to the provisions of Section 705.0 of the Ordinance Code of the City of Richfield, the rates and charges for use and service of the sanitary sewer system are hereby established to be those set forth in the following paragraphs of this resolution:
2. Where the rate is not based upon the metered use of water, the following quarterly flat charges are established effective January 1, 2024 for each billing district as defined in paragraph 3 of this resolution.

A)	Residential per unit	<u>2024</u> \$125.93
B)	Commercial -	
	For the equivalent of 10 or less persons	\$125.93
	More than 10, less than 15	\$229.37
	More than 15, less than 20	\$321.29
	More than 20, less than 26	\$428.75
C)	Institutional -	
	For each public or private school, the quarterly flat charge shall be charged whether the school is in session or not (rates being charged upon average yearly use); shall be based upon the number of students enrolled at the beginning of the quarterly billing period or the preceding period if school is not then in session; and shall be as follows:	
	For each 100 grade school students or fraction in excess thereof	\$131.86
	For each 100 junior high school students or high School students or fraction thereof	\$193.73
D)	In addition to the above flat rates there shall be a customer Charge on each invoice as determined in paragraph 4 of this resolution and a certification charge as determined in Section 705.0 of the City Ordinance Code.	

3. Where the rate for sanitary sewer service is based upon the metered use of water on the premises, such rates shall be as follows:

- | | <u>2024</u> |
|--|-------------|
| A) For all residential premises the rate shall be based on the actual use, or less of water for the preceding winter quarter, per thousand gallons with a minimum of 7,000 gallons, effective January 1, 2024, for each customer billing district and shall be as follows: | \$6.27 |
| For the purpose of this paragraph A), the winter quarter shall be the winter quarter as specified in Subdivision 3 of said Section 705.0. | |
| B) For all commercial, institutional, industrial, and other premises, the rate per thousand gallons of water effective January 1, 2024, shall be as follows: | \$6.27 |
| C) A customer charge shall be made for each invoice rendered effective January 1, 2024, as follows: | \$10.00 |
| If the invoice is for water service, as well as sanitary sewer service, the customer charge, when collected, shall be allocated proportionally between the City's water fund, sewer fund, and its storm sewer fund based on the user fees billed for by each fund. | |
| D) Where the metered use of water on the premises for the preceding winter quarter was not normal, the rate may be adjusted as provided in Subdivision 3 of said Section 705.0 | |

4. The foregoing rates and charges are in addition to, and not in lieu of, other rates and charges established by ordinance or resolution.

5. The Metropolitan Airports Commission (MAC) will be charged a sanitary sewer rate based on the Met Council Environmental Services (MCES) rate plus 15% for Inflow/Infiltration and \$1,000.00 per quarter for administration costs.

WATER RATES AND CHARGES FOR 2024

Pursuant to the provisions of Section 715.0 of the Ordinance Code of the City of Richfield, the rates and charges for City water and water service are hereby established to be those set forth in the following paragraphs of this resolution:

The charges due and payable to the City by each water customer of the City, during any quarter shall be based upon the Conservation Rate Structure.

Water-Tier 1: The first-tier rate is (\$4.84 per thousand) charged for consumption of the first 15,000 gallons.

Water-Tier 2: The second-tier rate is (\$5.81 per thousand) charged for consumption of 15,001 gallons but less or equal to 25,000 gallons.

Water-Tier 3: The third-tier rate is (\$6.99 per thousand) charged for consumption in excess of 25,001 gallons.

Irrigation Accounts: All consumption will be charged at the third-tier rate (\$6.99 per thousand).

The Conservation Rate Structure applies to multi-unit and residential premises. Commercial, institutional or industrial will only be subject to the first-tier water rates for domestic use, but irrigation accounts will be subject to the third-tier water rates.

Water charges shall be payable quarterly, and all bills issued after January 1, 2024 shall be at this rate.

SPECIAL WATER SERVICE CHARGES FOR 2024

Pursuant to the provisions of Section 715.0 of the Ordinance Code of the City of Richfield, the rates and charges for special customer services are hereby established to be those set forth in the following paragraphs of this resolution:

1. The charge for establishing a new customer account shall be \$15.00 per account.
2. The charge for installation of meters shall be \$75.00 per installation.
3. The charge to flush and maintain fire hydrants located on privately owned property within the City shall be \$75.00 per hydrant per year plus any required parts.
4. The charge to thaw and service water pipes on customer property shall be actual cost to the City plus thirty percent.
5. The charge for any other services not covered by the above shall be based on actual hourly cost to the City plus thirty percent.
6. The MN lab fee is \$9.72.

STORM SEWER RATES AND CHARGES FOR 2024

Pursuant to the provisions of Section 720.0 of the Ordinance Code of the City of Richfield, the rates and charges for City storm sewer service are hereby established to be those set forth in the following paragraphs of this resolution:

1. The rates and charges for the use and availability of the system are determined through the use of a "Residential Equivalent Factor" (REF). One REF is defined as the ratio of the average volume of surface runoff coming from one acre of land and subjected to a particular use, to the average volume of runoff coming from one acre of land subjected to typical single-family residential use within the City during a standard one year rainfall event. The REF's for the following land uses within the City and the billing classifications for such land uses are as follows:

<u>LAND USES</u>	<u>REF</u>	<u>CLASSIFICATION</u>
Cemeteries	.25	1
Parks and railroads	.75	2
Two-family residential	1.00	3
Single-family residential	1.00	4
Public and private schools and institutional uses	1.25	5
Multiple-family residential uses and churches	3.00	6
Commercial, industrial, and Warehouse uses	5.00	7

2. The basic system quarterly rate for storm sewer service is \$120.20 per acre of land. \$24.04 is the quarterly rate for a single-family residence, which is considered to have an acreage of one-fifth acre. The charge made against each parcel of land is then determined by multiplying the REF for the parcel's land use classification times the parcel's acreage times the basic system rate.

STREET LIGHT RATES AND CHARGES FOR 2024

Pursuant to the provisions of Minnesota State Statutes, Section 429.101 and Section 825 of the Ordinance Code of the City of Richfield, the rates and charges for City street light service are hereby established to be those set forth in the following paragraphs of this resolution:

1. The street light fee for residential single-family property is \$7.21 per quarter.
2. Rates for other land uses will be determined by land use types based on the following table:

STREET LIGHT LAND USES:

- COM All commercial properties, to include multifamily residents (apartments) and industrial parcels.
- RES All residentially coded parcels.
- PUB Public buildings, i.e. City Hall, City Garage, and Fire Stations
- CHURCH All Churches also to include cemeteries and activity buildings associated with a Church
- SCH All schools, to include private and public schools.
- PRK All parks owned by the City of Richfield, also to include Nature Centers and all “properties” located within city park parcels
- DPLX Addresses that split a residential lot, to include townhomes, 3-plexes, and 4-plexes

LAND USE CODE	MULTIPLIER	To Bill FACTOR
COM (acres>0.2)	5*	(5 x ACREAGE)
if acres≤0.2	----	1
RES	----	1
PUB (acres>0.2)	5	(5 x ACREAGE)
if acres ≤0.2	----	1
CHURCH (acres>0.2)	1.25**	(1.25 x ACREAGE)
if acres ≤0.8	----	1
if acres ≤0.2	----	1
SCH (acres>0.2)	1.25	(1.25 x ACREAGE)
if acres ≤0.8	----	1
if acres ≤0.2	----	1
PRK	1.25	(1.25 x ACREAGE)
DPLX	----	0.5

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

6.5% PENALTY ON PAST DUE ACCOUNTS

1. Customers will have twenty-eight (28) days to pay their water, sanitary sewer, storm sewer, and street light quarterly bills from the date of the mailing by the City. Any unpaid amount will be added to the next quarterly bill along with a 6.5% penalty on the delinquent amount.

2. The penalty charge when billed on past due accounts shall be allocated proportionally between the City's water fund, sewer fund, and storm sewer fund based on the user fees billed for each fund.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO. XXXX

RESOLUTION ADOPTING THE 2024 CAPITAL IMPROVEMENT BUDGET

WHEREAS, a proposed Capital Improvement Budget for 2024 has been prepared and submitted for review by the City Council in accordance with charter requirements; and

WHEREAS, the City Council has received the recommendations and benefit of review of these proposed documents by the Planning Commission and has itself reviewed these proposals.

NOW, THEREFORE, BE IT RESOLVED that the 2024 Capital Improvement Budget in the sum total of \$7,666,350 is hereby approved as amended and adopted with full recognition of the fact that the cost estimates are approximate and are subject to final cost estimates and that all awards of contracts for these projects are subject to necessary hearings and must be approved by the City Council in accordance with established laws and practices governing such action, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to initiate the procedures which will lead to more formal and detailed consideration of these projects in accordance with the aforementioned laws and practices.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO. xxxx

RESOLUTION ADOPTING THE 2025-2028 CAPITAL IMPROVEMENT PROGRAM

WHEREAS, a proposed Capital Improvement Program 2025-2028 has been prepared for review by the Planning Commission in accordance with charter requirements; and

WHEREAS, the City Council has received the recommendations and benefit of review of these proposed documents by the Planning Commission and has itself reviewed these proposals.

NOW, THEREFORE, BE IT RESOLVED that the 2025-2028 Capital Improvement Program is hereby approved and adopted subject to annual review and revision;

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to initiate the procedures which will lead to more formal and detailed consideration of these projects in accordance with the aforementioned laws and practices.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

**RESOLUTION NO.
RESOLUTION RELATING TO THE 2024 GENERAL SERVICES
SALARY COMPENSATION PLAN**

WHEREAS, the compensation personnel policy of the City of Richfield provides for the adoption of a pay plan for General Services employees from time-to-time, and

WHEREAS, the City administration has prepared a 2024 pay plan for position classifications for General Services employees. The City Manager is authorized to add or reclassify positions as necessary. Examples of positions in each pay grade are attached.

NOW, THEREFORE, BE IT RESOLVED that the City Council do and hereby does establish for the year 2024 the following pay plan, which is to be effective the first full pay period of January 2024, and subject to all applicable provisions of the personnel policy and City Code:

Effective the first full pay period of January 2024						
STEP		2	3	4	5	6
RANGE						
GS1	YR		\$49,337.60	\$52,062.40	\$55,161.60	\$56,804.80
	MO		\$4,111.47	\$4,338.53	\$4,596.80	\$4,733.73
	BW		\$1,897.60	\$2,002.40	\$2,121.60	\$2,184.80
	HR		\$23.72	\$25.03	\$26.52	\$27.31
GS2	YR		\$53,601.60	\$56,280.85	\$59,155.20	\$62,129.60
	MO		\$4,466.80	\$4,690.07	\$4,929.60	\$5,177.47
	BW		\$2,061.60	\$390.84	\$410.80	\$431.46
	HR		\$25.77	\$27.06	\$28.44	\$29.87
GS3	YR	\$56,908.80	\$59,987.20	\$62,940.80	\$66,144.00	\$69,908.80
	MO	\$4,742.40	\$4,998.93	\$5,245.07	\$5,512.00	\$5,825.73
	BW	\$2,188.80	\$2,307.20	\$2,420.80	\$2,544.00	\$2,688.80
	HR	\$27.36	\$28.84	\$30.26	\$31.80	\$33.61
GS4	YR	\$62,129.60	\$65,312.00	\$68,619.20	\$72,009.60	\$75,795.20
	MO	\$5,177.47	\$5,442.67	\$5,718.27	\$6,000.80	\$6,316.27
	BW	\$2,389.60	\$2,512.00	\$2,639.20	\$2,769.60	\$2,915.20
	HR	\$29.87	\$31.40	\$32.99	\$34.62	\$36.44
GS5	YR	\$68,619.20	\$72,009.60	\$75,795.20	\$79,539.20	\$83,574.40
	MO	\$5,718.27	\$6,000.80	\$6,316.27	\$6,628.27	\$6,964.53
	BW	\$2,639.20	\$2,769.60	\$2,915.20	\$3,059.20	\$3,214.40
	HR	\$32.99	\$34.62	\$36.44	\$38.24	\$40.18

GS5E	YR	\$73,694.40	\$77,355.20	\$81,307.20	\$85,384.00	\$93,808.00
	MO	\$6,141.20	\$6,446.27	\$6,775.60	\$7,115.33	\$7,817.33
	BW	\$2,834.40	\$2,975.20	\$3,127.20	\$3,284.00	\$3,608.00
	HR	\$35.43	\$37.19	\$39.09	\$41.05	\$45.10
GS6	YR	\$75,795.20	\$79,539.20	\$83,574.40	\$87,838.40	\$96,844.80
	MO	\$6,316.27	\$6,628.27	\$6,964.53	\$7,319.87	\$8,070.40
	BW	\$2,915.20	\$3,059.20	\$3,214.40	\$3,378.40	\$3,724.80
	HR	\$36.44	\$38.24	\$40.18	\$42.23	\$46.56
GS6E	YR	\$81,307.20	\$85,404.80	\$89,731.20	\$94,244.80	\$104,104.00
	MO	\$6,775.60	\$7,117.07	\$7,477.60	\$7,853.73	\$8,675.33
	BW	\$3,127.20	\$3,284.80	\$3,451.20	\$3,624.80	\$4,004.00
	HR	\$39.09	\$41.06	\$43.14	\$45.31	\$50.05

- a. Step 2 - Start
- b. Step 3 - One year from anniversary date.
If an employee successfully passes probationary period.
- c. Step 4 - One year since last increase.
If an employee is rated Below Expectations, the employee may not advance to Step 4 until performance is rated Meets Expectations or higher.
- d. Step 5 - One year since last increase.
An employee must achieve a Meets Expectations rating or better in all areas of responsibility before advancing to Step 5.
- e. Step 6 - One year since last increase.
An employee must achieve a Meets Expectations rating or better in all areas of responsibility before advancing to Step 6.

Employees whose competency level and/or performance are rated Below Expectations may not advance to the next step until their performance improves.

Passed by the City Council of the City of Richfield, Minnesota this 12th day of December 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

GENERAL SERVICES POSITION CLASSIFICATION STRUCTURE

GRADE	POSITION TITLES	CLASS
1	Office Assistant	Non-Exempt
2	Community Development Technician	Non-Exempt
	Community Service Officer	Non-Exempt
	Custodian	Non-Exempt
	Liquor Operations Shift Leader	Non-Exempt
	Licensing Clerk- Motor Vehicles/ Business	Non-Exempt
	Senior Office Assistant	Non-Exempt
3	Accounting Clerk	Non-Exempt
	Environmental Health Specialist	Non-Exempt
	Housing Inspections Clerk	Non-Exempt
	Lead Licensing Clerk	Non-Exempt
	Permit Technician	Non-Exempt
	Utility Billing Clerk	Non-Exempt
	Multi Family Housing Assistant	Non-Exempt
	Health/Licensing Specialist	Non-Exempt
4	Administrative Assistant	Non-Exempt
	Engineering Assistant	Non-Exempt
	Forester	Non-Exempt
	Planner I	Non-Exempt
	Project Sustainability Specialist	Non-Exempt
	Records Technician	Non-Exempt
	Water Resources/GIS Specialist	Non-Exempt
5	Code Compliance Officer	Non-Exempt
	Housing Specialist	Non-Exempt
	Information Technologies Technician/AV Help Desk	Non-Exempt
	Information Technologies Technician/Help Desk	Non-Exempt
	Recreation Specialist	Non-Exempt
	Communications Specialist, Part-Time	Non-Exempt
	Police Media and Data Specialist	Non-Exempt
	Engineering Technician	Non-Exempt
	Human Resources Specialist	Non-Exempt
	Community Development Accountant Part-Time	Non-Exempt
5E	Administrative Analyst	Exempt
	Management Analyst	Exempt
	Crime Prevention Specialist	Exempt
	Executive Analyst	Exempt
	Naturalist	Exempt
	Payroll Accountant	Exempt
	Records Supervisor	Exempt
	Recreation Supervisor	Exempt
	Planner II	Exempt
	Motor Vehicle Licensing Supervisor	Exempt
	Equity Coordinator	Exempt
	Sustainability Specialist	Exempt

6	Civil Engineer	Non-Exempt
	Water Resources Engineer	Non-Exempt
	Information Technologies Technician	Non-Exempt
	Mechanical/Plumbing Inspector	Non-Exempt
	Trade/Building Inspector or Trade/Electrical Inspector	Non-Exempt
6E	Accountant	Exempt
	Multifamily Housing Program Administrator	Exempt
	City Clerk	Exempt
	Senior Building/Trade Inspector	Exempt
	GIS Coordinator	Exempt

RESOLUTION NO.

RESOLUTION RELATING TO THE 2024 SPECIALIZED PAY PLAN

WHEREAS, the compensation personnel policy of the City of Richfield provides that the pay grades, the number of steps or range of each pay grade, the compensation rates in each pay grade and the method of normal progression through the pay grade be established by Council resolution; and

WHEREAS, the City administration has prepared a 2024 pay plan for the positions for which there are no essentially similar position classification in other regular pay plans. The City Manager is authorized to add or reclassify positions as necessary. Examples of positions in each pay grade are attached.

NOW, THEREFORE, BE IT RESOLVED that the City Council do and hereby does establish for the year 2024 the following pay plan which is to be effective the first full pay period of January 2024 and subject to the provisions of the personnel policy and City Code:

**EFFECTIVE THE FIRST FULL PAY PERIOD OF
JAN 2024 SPECIALIZED PAY PLAN INTERMITTENT AND
SEASONAL**

Pay Grade		Step 1	Step 2	Step 3	Step 4
SP1-E/NE	HR	LEFT INTENTIONALLY BLANK			
SP2-E/NE	HR	LEFT INTENTIONALLY BLANK			
SP3-E/NE	HR		\$11.98	\$12.65	\$13.23
SP4-E/NE	HR	\$12.37	\$13.03	\$13.63	\$14.31
SP5-E/NE	HR	\$13.30	\$14.05	\$14.68	\$15.46
SP6-E/NE	HR	\$14.43	\$15.17	\$15.89	\$16.72
SP7-E/NE	HR	\$15.56	\$16.36	\$17.15	\$18.00
SP8-E/NE	HR	\$16.82	\$17.67	\$18.53	\$19.45
SP9-E/NE	HR	\$18.16	\$19.10	\$20.01	\$21.02
SP10-E/NE	HR	\$19.66	\$20.61	\$21.68	\$22.79
SP11-E/NE	HR	\$21.14	\$22.27	\$23.36	\$24.51
SP12-E/NE	HR	\$22.93	\$24.00	\$25.18	\$26.53
SP13-E/NE	HR	\$24.54	\$25.85	\$27.17	\$28.60

Normal Progression Through the Specialized Pay Plan

Individual employees will be eligible to received increases to the next higher-grade step based on individual performance and the following progression:

Step 1 - Start

Step 2 – Minimum 500 hours worked per year from anniversary start date or two years from anniversary date

Step 3 – Minimum 500 hours worked per year from anniversary date or two years from last increase

Step 4 – Minimum 500 hours worked per year from anniversary date or two years from last increase

Passed by the City Council of the City of Richfield, Minnesota this 12th day of December 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

1

2

3 NE48 Concession I or Facility Cashier or Cashier/Concessions/Skate Guard
NE48 Concession I Pool, Vets, Taft or Pool Attendant/Cashier&Concessions
NE48 Warming House Attendant

4 NE Arena Event Attendant
NE Dance Coordinator
NE Skate Coordinator

5 NE Adaptive Leader/Specialist
NE Inclusion Facilitator
NE Intern
NE48 Pool Lead Cashier/Concession
NE48 Lifeguard
NE48 Playground Leader

6

7 NE Ice Resurfacers Operator
NE Liquor Sales Associate
NE Naturalist I
NE48 Head Lifeguard

8 NE Adaptive Program Coordinator
NE Farmers Market Coordinator
NE Maintenance Laborer/Worker
NE Office Assistant-WLNC
NE48 Playground Coordinator
NE Summer Food Program Coordinator
NE48 Tennis Coordinator

9 NE Audio Technician
NE Code Enforcement Technician
NE48 Pool Supervisor
NE Video Production Assistant

10

11 NE City Services Receptionist

12

Instructors

NE	Building Inspector
NE	Figure Skating
NE	Hockey (Arena)
NE	Sports Official
NE	Substitute Naturalist
NE	Dance
NE48	Cross Country Ski
NE48	Hockey (outside)
NE48	Tennis
NE	WSI

OTHER

Instructor's Range: \$5.75 - \$50
Election Judge \$10.00
Election Co-Chair \$12.00
Election Chairperson \$13.00

NE=Non-Exempt, may work up to 40 hours per week without overtime pay.

NE48=Non-Exempt, may work up to 48 hours per week without overtime pay.

All Pool positions may work up to 48 hours/week without overtime, even Concessions.

All Playground and Outdoor Rink positions may work up to 48 hours/week without overtime.

All Community Center, Wood Lake Nature Center, Ice Arena and Maintenance positions are non-exempt.

RESOLUTION NO.

RESOLUTION RELATING TO THE 2024 MANAGEMENT SALARY COMPENSATION PLAN

WHEREAS, the compensation personnel policy of the City of Richfield provides for the adoption of a pay plan for Management employees from time-to-time; and

WHEREAS, the City administration has prepared a 2024 pay plan for position classifications for Management employees.

WHEREAS, the City Council recognizes that adjustments to the pay plan may be necessary at times to address inequities or other issues due to external and internal factors,

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to make adjustments to the pay plan to: add or reclassify positions as necessary; make equity adjustments to individual positions when warranted; and, resolve other issues that may arise to aid in the fair and equitable implementation of the pay plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council do and hereby does establish for the year 2024 the following pay plan, which is to be effective the first full pay period of January 2024, and subject to all applicable provisions of the personnel policy and City Code:

MANAGEMENT COMPENSATION PLAN

PAY GRADE		MINIMUM	MID-RANGE	MAXIMUM
M-L	YR	\$76,232.00	\$87,027.20	\$97,760.00
	MO	\$6,352.67	\$7,252.27	\$8,146.67
	BW	\$2,932.00	\$3,347.20	\$3,760.00
	HR	\$36.65	\$41.84	\$47.00
M-1	YR	\$87,963.20	\$100,609.60	\$113,110.40
	MO	\$7,330.27	\$8,384.13	\$9,425.87
	BW	\$3,383.20	\$3,869.60	\$4,350.40
	HR	\$42.29	\$48.37	\$54.38

M-2	YR	\$99,174.40	\$113,360.00	\$127,524.80
	MO	\$8,264.53	\$9,446.67	\$10,627.07
	BW	\$3,814.40	\$4,360.00	\$4,904.80
	HR	\$47.68	\$54.50	\$61.31
M-3	YR	\$108,097.60	\$123,552.00	\$138,944.00
	MO	\$9,008.13	\$10,296.00	\$11,578.67
	BW	\$4,157.60	\$4,752.00	\$5,344.00
	HR	\$51.97	\$59.40	\$66.80
M-4L	YR	\$114,046.40	\$130,353.60	\$146,556.80
	MO	\$9,503.87	\$10,862.80	\$12,213.07
	BW	\$4,386.40	\$5,013.60	\$5,636.80
	HR	\$54.83	\$62.67	\$70.46
M-4	YR	\$121,472.00	\$136,115.20	\$153,129.60
	MO	\$10,122.67	\$11,342.93	\$12,760.80
	BW	\$4,672.00	\$5,235.20	\$5,889.60
	HR	\$58.40	\$65.44	\$73.62
M-5A	YR	\$128,710.40	\$146,286.40	\$164,403.20
	MO	\$10,725.87	\$12,190.53	\$13,700.27
	BW	\$4,950.40	\$5,626.40	\$6,323.20
	HR	\$61.88	\$70.33	\$79.04
M-5B	YR	\$133,161.60	\$152,131.20	\$171,204.80
	MO	\$11,096.80	\$12,677.60	\$14,267.07
	BW	\$5,121.60	\$5,851.20	\$6,584.80
	HR	\$64.02	\$73.14	\$82.31

Normal Progression Through Management Compensation Plan

The Range Adjustment shall be applied to Management employees who have achieved at least a *Meets Expectations* performance evaluation during the preceding year. Employees who have received a *Below Expectations* performance evaluation are eligible for ½ of the following year’s range adjustment. The Range Adjustment is effective January 1, 2023. Individual Merit adjustments will normally be made effective on an employee’s anniversary date and will vary in size, depending on the individual’s performance rating and current position in the salary range in line with the following criteria.

PERFORMANCE RATING	POSITION IN SALARY RANGE		
	UNDER 95% MIDPOINT	95-105% OF MIDPOINT	OVER 105% OF MIDPOINT
Outstanding	3.5 to 5%	2.5 to 4%	1 to 2%
Above Average	1.5 to 3.5%	.5 to 2.5%	.5 to 1%
Satisfactory	.5 to 1.5%	No Merit Increase	No Merit Increase
Needs Improvement	No Merit Increase. Requires mandatory 6-month evaluation.		
Not Satisfactory	No future increases until performance improves to at least Satisfactory. Performance and employee status subject to mandatory review every 3 months.		

Passed by the City Council of the City of Richfield, Minnesota this 12th day of December 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

MANAGEMENT POSITION CLASSIFICATION STRUCTURE

GRADE	POSITION TITLES	CLASS
M-L	Liquor Store Manager	Exempt
M-1	Assistant Finance Manager	Exempt
	Assistant IT Manager/ Business Analyst	Exempt
	Facility/Program Manager	Exempt
	Operations Supervisor (Pks/Gar and Str/For)	Exempt
	Project Engineer	Exempt
	Recreation Program Manager	Exempt
	Support Services Supervisor	Exempt
	Utilities Supervisor	Exempt
	Economic Development Manager	Exempt
M-2	Assistant Utilities Superintendent	Exempt
	Chief Building Official	Exempt
	Liquor Operations Manager	Exempt
	Transportation Engineer	Exempt
	Communications & Engagement Manager	Exempt
	Utilities Supervisor/Engineer	Exempt
M-3	Assistant Fire Chief	Exempt
	Human Resources Manager	Exempt
	Information Technologies Manager	Exempt
	Operations Superintendent	Exempt
	Housing & Redevelopment Manager/Asst. CD Director	Exempt
	Utilities Superintendent	Exempt
	Government Buildings Superintendent	Exempt
	City Engineer	Exempt
M-4	Deputy Public Safety Director	Exempt
	Deputy Public Works Director	Exempt
	Finance Manager	Exempt
M-5A	Assistant City Manager	Exempt
	Finance Director	Exempt
	Fire Services Director/Fire Chief	Exempt
	Recreation Services Director	Exempt
M-5B	Community Development Director	Exempt
	Public Safety Director/Police Chief	Exempt
	Public Works Director	Exempt