



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
MARCH 24, 2020  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Open forum

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.***

Approval of the Minutes of City Council Meeting March 10, 2020

**AGENDA APPROVAL**

1. Approval of the Agenda
2. **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. Approve a resolution amending the allocation of the 2019 General Fund Budget.  
Staff Report No. 45
  - B. Consider the approval of a resolution authorizing the submission of the 73rd Street Safe Routes to School Project funding application for Federal Surface Transportation Program (STP) funds.  
Staff Report No. 46
  - C. Consider the ratification of a \$36,000 contract change with WSB and Associates, Inc., for final design services and environmental documentation for the 77th Street Underpass Project and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.  
Staff Report No. 47
  - D. Consider the approval of a Small Wireless Facility Collocation Agreement with Cellco Partnership d/b/a Verizon Wireless, that sets forth the terms and conditions of collocation on wireless support structures within City right-of-way.  
Staff Report No. 48
  - E. Consider the approval of a bid tabulation and award of contract to Bituminous Roadways Inc. for the 2020 Mill and Overlay project in the amount of \$2,239,139.50 and authorize of the City Manager to approve contract changes under \$175,000 without further City Council consideration.  
Staff Report No. 49

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

**CITY MANAGER'S REPORT**

4. City Manager's Report

**CLAIMS AND PAYROLLS**

5. Claims and Payroll

**COUNCIL DISCUSSION**

6. Hats Off to Hometown Hits

7. Adjournment

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



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting

March 10, 2020

### CALL TO ORDER

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

*Council Members Present:* Maria Regan Gonzalez, Mayor; Edwina Garcia; Mary Supple; Ben Whalen; and Simon Trautmann

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Neil Ruhland, Communications Manager; Chris Regis, Finance Director; Melissa Poehlman, Assistant Community Development Director; and Kelly Wynn, Senior Office Assistant

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

### OPEN FORUM

No speakers

### APPROVAL OF MINUTES

M/Supple, S/Trautmann to approve the minutes of the: (1) City Council Closed Work Session of March 10, 2020; and (2) City Council Meeting of March 10, 2020

Motion carried 5-0

Item #1

**PRESENTATION OF PROCLAMATION DECLARING MARCH 10, 2020 TIBET DAY**

Mayor Regan Gonzalez read the proclamation and presented it to those present from the Tibetan community.

Tenzin Dhangson accepted the proclamation and spoke of their appreciation for the City of Richfield in recognizing residents who are of Tibetan descent.

<b>Item #2</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Supple, S/Trautmann to approve the agenda

Motion carried 5-0.

<b>Item #3</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

- A. Consider a resolution approving an agreement related to a previously approved planned unit development at 1401 77<sup>th</sup> Street East (Audi Richfield). (Staff Report No. 38)

**RESOLUTION NO. 11725**

**RESOLUTION APPROVING A CONSTRUCTION AGREEMENT  
FOR A PLANNED PARKING STRUCTURE FOR AUDI RICHFIELD  
AT 1401 77TH STREET EAST**

- B. Consider the approval of the Minnesota Department of Natural Resources Outdoor Recation Gran Resolution to submit a grant for the Universally Inclusive Playground at Augsburg Park and authorize staff to execute the grant agreement if awarded. (Staff Report No. 39)

**RESOLUTION NO. 11726**

**RESOLUTION APPROVING THE SUBMITTAL OF A MINNESOTA DEPARTMENT OF  
NATURAL RESOURCES OUTDOOR RECREATION GRANT AND AUTHORIZE THE  
RECREATION SERVICES DIRECTOR TO EXECUTE THE GRANT**

Council Member Whalen clarified the change in Item A is referring to the parking structure and giving them an extension to provide the Audi dealership more time.

Mayor Regan Gonzalez commented on how there are two dealerships having parking developments.

M/Garcia, S/Trautmann to approve the consent calendar

Motion carried 5-0.

<b>Item #4</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
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None

<b>Item #5</b>	<b>PUBLIC HEARING AND SECOND READING OF TRANSITORY ORDINANCE PROVIDING FUNDING FOR CERTAIN CAPITAL IMPORVEMENTS FROM THE SPECIAL REVENUE FUND (STAFF REPORT NO. 41)</b>
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Supple presented staff report 41 and opened the public hearing.

M/Supple, S/Whalen to close public hearing.

Motion carried 5-0.

M/Supple, S/Garcia to approve second reading of the transitory ordinance providing for the expenditure of funds from the Special Revenue Fund for certain capital improvements.

Council Member Whalen highlighted how the liquor store profits help support the city parks.

Motion carried 5-0

<b>Item #6</b>	<b>CONSIDER THE SECOND READING OF AN ORDINANCE AMENDING SUBSECTIONS 705.17, 715.05 AND 720.07 OF THE RICHFIELD CITY CODE RELATING TO SANITARY SEWER, WATER AND STORM WATER UTILITY BILLING AND ESTABLISHMENT OF A NEW SECTION 727 RELATING TO THE STREET LIGHT SYSTEM (STAFF REPORT NO. 42)</b>
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Council Member Trautmann read staff report 42 and explained this is to free up staff time and provide clear expectations to property owners.

M/Trautmann, S/Garcia to approve the second reading of an ordinance amending Subsections 705.17, 715.05, and 720.07 of the Richfield City Code relating to sanitary sewer, water and storm water utility billing and establishment of a new section 727 relating to the street light system.

Motion carried 5-0

<b>Item #7</b>	<b>CONSIDER A RESOLUTION PROVIDING FOR THE SALE OF \$5,375,000 GENERAL OBLIGATION BONDS SERIES 2020A (STAFF REPORT NO. 43)</b>
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Council Member Whalen presented staff report 43.

Director Regis stated he believed this is a good move for the City.

Council Member Whalen commented on how he appreciated the staff always looking out for opportunities to save the residents money.

M/Whalen, S/Supple to approve the attached resolution providing for the sale of \$5,375,000 General Obligation Bonds, Series 2020A.

### RESOLUTION NO. 11727

#### RESOLUTION PROVIDING FOR THE SALE OF \$5,375,000 GENERAL OBLIGATION BONDS, SERIES 2020A

Mayor Regan Gonzalez commented on the extremely detailed historical context of the staff report and its helpfulness.

Council Member Supple highlighted how important it is that the City is re-lining the water mains to keep them in good condition.

Motion carried 5-0

<b>Item #6</b>	<b>CITY MANAGER'S REPORT</b>
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City Manager Rodriguez had nothing to report.

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

<b>U.S. Bank</b>		<b>03/10/2020</b>
A/P Checks 285293 - 285624	\$	899,759.76
Payroll: 152792 – 153128 43135 – 431636		<u>689,314.85</u>
TOTAL	\$	1,589,074.61

Motion carried 5-0.

<b>Item #8</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Garcia reminded residents to help pick up trash and clearing out storm drains as the snow continues to melt. She also spoke of keeping an eye on your neighbors and to help those in need. Council Member Garcia thanked City Manager Rodriguez for all of her hard work and would like her to know how much she is appreciated.

Council Member Trautmann called out the Richfield men's varsity basketball team in moving forward in the Minnesota State High School League tournament. He also reminded residents of the

upcoming fundraising dinner for the Wood Lake Nature Center, April 24, and to donate for the silent auction.

Council Member Whalen acknowledged City Clerk VanHoose and all the election judges for their hard work and dedication when it came to the presidential primary. He also thanked the Jewish Community Action, along with a few other groups, who hosted a forum on housing and protection needs for construction workers. He then thanked the Richfield Ready Committee for hosting their annual breakfast to support local youth and talks on mental health. Council Member Whalen reminded residents of the next housing work session on March 16, 2020. He also encouraged residents to attend the upcoming events on March 23 and March 26 with the Congress for New Urbanism regarding the Portland and 494 gateway.

Council Member Supple thanked City Clerk VanHoose and all the election judges for the hours they put in for the presidential primary. She also reminded residents to pick up after their pets when out for walks to keep City parks and streets looking beautiful. She then spoke of the over 80 poems submitted for the sidewalk contest hosted by the Arts Commission. The commission is still narrowing down the selections by both adult and youth submissions. Council Member Supple commented on the Human Rights Commission opening up the application process for the Gene and Mary Jacobson Outstanding Citizen award. Nominations are due by April 30, 2020. She also reminded residents to be mindful of speeds on residential streets as more people are outdoors.

Mayor Regan Gonzalez spoke of the Census invitations residents will be receiving and how crucial it is for members to fill out the forms correctly. On April 1, 2020, residents are able to come to the Community Center from 6-8pm and receive assistance in filling out their Census forms. She then reminded people to view the new Recreation Services Guide. The guide registration is now open and is full of classes and programming for youth and adults. Mayor Regan Gonzalez echoed thanks to City Clerk VanHoose, staff and election judges. Running an election is a huge undertaking and she requested the community come together and volunteer to become election judges. She then spoke of the City of Richfield Annual Review that will be coming out in the near future. She also reminded residents of the Community Survey is available online.

City Manager Rodriguez spoke of the opt-in option to fill out the surveys online. However, if residents received a survey in the mail to please fill out and return that survey.

<b>Item #9</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:40 p.m.

Date Approved: March 24, 2020

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Senior Office Assistant

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Katie Rodriguez  
City Manager



**STAFF REPORT NO. 45**  
**CITY COUNCIL MEETING**  
**3/24/2020**

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director  
3/16/2020

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez  
3/19/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Approve a resolution amending the allocation of the 2019 General Fund Budget.**

**EXECUTIVE SUMMARY:**

The City Charter provides that the City Council must appropriate monies for operations of the City on a departmental level basis.

During the course of the year, the City Council amends the operating budget and it is referred to as the Revised Budget.

At year end, if a department within the City's General Fund exceeds its approved appropriation, a transfer of appropriations from another General Fund department is required to bring that department's budget into balance.

Three General Fund departments currently exceed their approved 2019 appropriations. Those three departments and the amount they exceed their 2019 appropriations are as follows:

- The Finance Department's budget for 2019 exceeds the adopted appropriation by approximately \$11,000 or 1.68%.
- The Community Development Department budget for 2019 exceeds the adopted appropriation by approximately \$11,000 or .66%.
- The Public Works Department budget for 2019 exceeds the adopted appropriation by approximately \$36,000 or .85%.

To balance the appropriation of the Finance, Community Development, and Public Works departments, a combined transfer of appropriations from the Legislative-Executive department in the amount of \$64,000 is recommended. The level of this transfer will provide a small surplus in each department.



Finally, it should be noted, that the General Fund will end 2019 with an estimated surplus of \$451,068.

### **RECOMMENDED ACTION:**

**By Motion: Approve the resolution amending the 2019 General Fund Budget by authorization of a transfer of appropriations from the Legislative-Executive Department to the Finance, Community Development, and Public Works Departments.**

### **BASIS OF RECOMMENDATION:**

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

The causes for exceeding appropriations are as follows:

##### Finance Department

Finance division exceeded their appropriation due to the sell back of leave time by division employees and the recognition of increased leave balances at year end.

The Assessing division exceeded their appropriation due to an increase in the Assessing services contract with Hennepin County.

##### Community Development Department

The Planning & Zoning division exceeded their appropriation due to additional Comprehensive Plan costs and the required matching funds to participate in the Congress for New Urbanism Legacy project.

The Inspections division exceeded their appropriation due to increased personnel costs as a result of increased leave balances at year end. The leave balances increased due to the increased level of work required due to the busy construction season which resulted in employees taking less time off. In addition, the division incurred costs for space remodeling to accommodate increased staff to meet the demand of the construction season. The division did generate \$2,157,000 of general fund revenues in 2019.

##### Public Works Department

The Streets division exceeded their appropriation due to increased personnel costs as a result of increased leave balances at year end.

The Parks division exceeded their appropriation due to increased maintenance costs during 2019 which included emergency tree removal at Taft Park and a new dumpster pad at Veterans Park.

It should be noted that the City is required to accrue and recognize the cost of unused leave balances at the end of every year. If the unused leave balance has increased from the previous year, an expenditure is required to be recognized. This required accrual has factored into some of the divisions exceeding their appropriations. Finally, it is very difficult to budget for this type of accrual.

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

The City Charter provides that the City Council must appropriate monies for operations of the City on a department level basis.

During the course of the year, the City Council amends the operation budget and it is referred to as the Revised Budget.

**C. CRITICAL TIMING ISSUES:**

N/A.

**D. FINANCIAL IMPACT:**

The amount exceeding budget for the Finance, Community Development and Public Works departments is approximately \$58,000.

City staff is recommending that the 2019 Revised Budget be allocated \$64,000 between the following departments and divisions in order to balance all City departments and provide a small surplus in each department:

**INCREASED BUDGETED EXPENDITURES**

Finance Department	
Finance Division	\$ 6,000
Assessing Division	\$ 6,000
Community Development Department	
Planning & Zoning Division	\$ 1,000
Inspections Division	\$12,000
Public Works Department	
Streets Division	\$ 6,000
Parks Division	<u>\$33,000</u>
Total	\$64,000

**DECREASE BUDGETED EXPENDITURES**

Legislative Executive Department	
Legal Division	<u>\$64,000</u>
Total	<u>\$64,000</u>
Net Change to General Fund Budget	\$ 0

**E. LEGAL CONSIDERATION:**

City Charter provides that the City Council must appropriate funds at the department level of spending.

**ALTERNATIVE RECOMMENDATION(S):**

The transfer does not affect the annual General Fund Budget; instead it provides that no department end the fiscal year overspent.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ 2019 General Fund Budget Amendment Resoultuion	Resolution Letter

## RESOLUTION NO

### RESOLUTION AUTHORIZING REVISION OF 2019 BUDGETS OF VARIOUS DEPARTMENTS

**WHEREAS**, Resolution No. 11580 appropriated funds for personal services, other services and charges, supplies and capital outlays for each department of the City for the year 2019; and

**WHEREAS**, Resolution No. 11687 authorized revision of the 2019 budget various departments; and

**WHEREAS**, the City Manager has requested a revision of the 2019 budget appropriations in accordance with charter provisions.

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

#### SUMMARY

#### INCREASE BUDGETED EXPENDITURES

Finance Department	
Finance Division	\$ 6,000
Assessing Division	\$ 6,000
Community Development Department	
Planning & Zoning Division	\$ 1,000
Inspections Division	\$12,000
Public Works Department	
Streets Division	\$ 6,000
Parks Division	<u>\$33,000</u>
Total	<u>\$64,000</u>

#### DECREASE BUDGETED EXPENDITURES

Legislative Executive Department	
Legal Division	<u>\$64,000</u>
Total	<u>\$64,000</u>
Net Change to General Fund Budget	<u>\$ 0</u>

Passed by the City Council of the City of Richfield, MN. this 24nd day of March, 2020.

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

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 46**  
**CITY COUNCIL MEETING**  
**3/24/2020**

REPORT PREPARED BY: Jack Broz, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer  
3/18/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
3/19/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of a resolution authorizing the submission of the 73rd Street Safe Routes to School Project funding application for Federal Surface Transportation Program (STP) funds.**

**EXECUTIVE SUMMARY:**

The Metropolitan Council is currently accepting applications as part of the Regional Solicitation process for federal funding of transportation projects. Staff has identified a Safe Routes to School (SRTS) project along 73rd Street between Lyndale Avenue to the I-35W pedestrian bridge crossing that meets the qualifications for the federal funds under the SRTS category.

The project scope intends to include pedestrian and accessibility improvements that are identified as a gap in the SRTS system, including consideration of narrowing 73rd Street to provide a sidewalk along the roadway from Lyndale to the I-35W pedestrian crossing and accessible upgrades to the pedestrian bridge itself.

With Council approval, staff is preparing to submit an application for the requested amount of approximately \$1,500,000 to be contributed to the project. If successful, funding would be available for construction in 2024/2025. Applications are due April 16, 2020.

If selected for funding, Public Works will return to City Council to authorize acceptance of the grant funds and design approval. Final details of the project would be determined through a public input process.

**RECOMMENDED ACTION:**

**By Motion: Approve the resolution authorizing the submission of the 73rd Street Safe Routes to School Project funding application for Federal Surface Transportation Program (STP) funds.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The Metropolitan Council and the Transportation Advisory Board have released the 2020 Solicitation Package for federal funds. The regional solicitation process selects projects to be funded within the following categories:

- Roadway Traffic Management Technologies

- Roadway Spot Mobility
- Roadway Expansion
- Roadway Reconstruction/Modernization
- Roadway Bridges
- Transit Expansion
- Transit Modernization
- Travel Demand Management
- Multiuse Trails & Bicycle Facilities
- Pedestrian Facilities
- Safe Routes to Schools
- Highway Safety Improvement Program

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

- Pedestrian and bike improvements are proposed along 73rd Street in the City's Safe Routes to School Comprehensive Plan.
- The proposed project meets multiple goals in the City's Comprehensive Plan (Chapter 7 - Transportation).

**C. CRITICAL TIMING ISSUES:**

The deadline for Regional Solicitation applications is April 16, 2020 and Council authorization is needed to submit the application.

**D. FINANCIAL IMPACT:**

The construction cost of the 73rd Street Safe Routes to School Project is estimated to be approximately \$1,500,000. If selected for STP funds, up to 80% of the project cost would be funded with Federal dollars and the remaining amount could be funded using Municipal State Aid Funds.

**E. LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

None

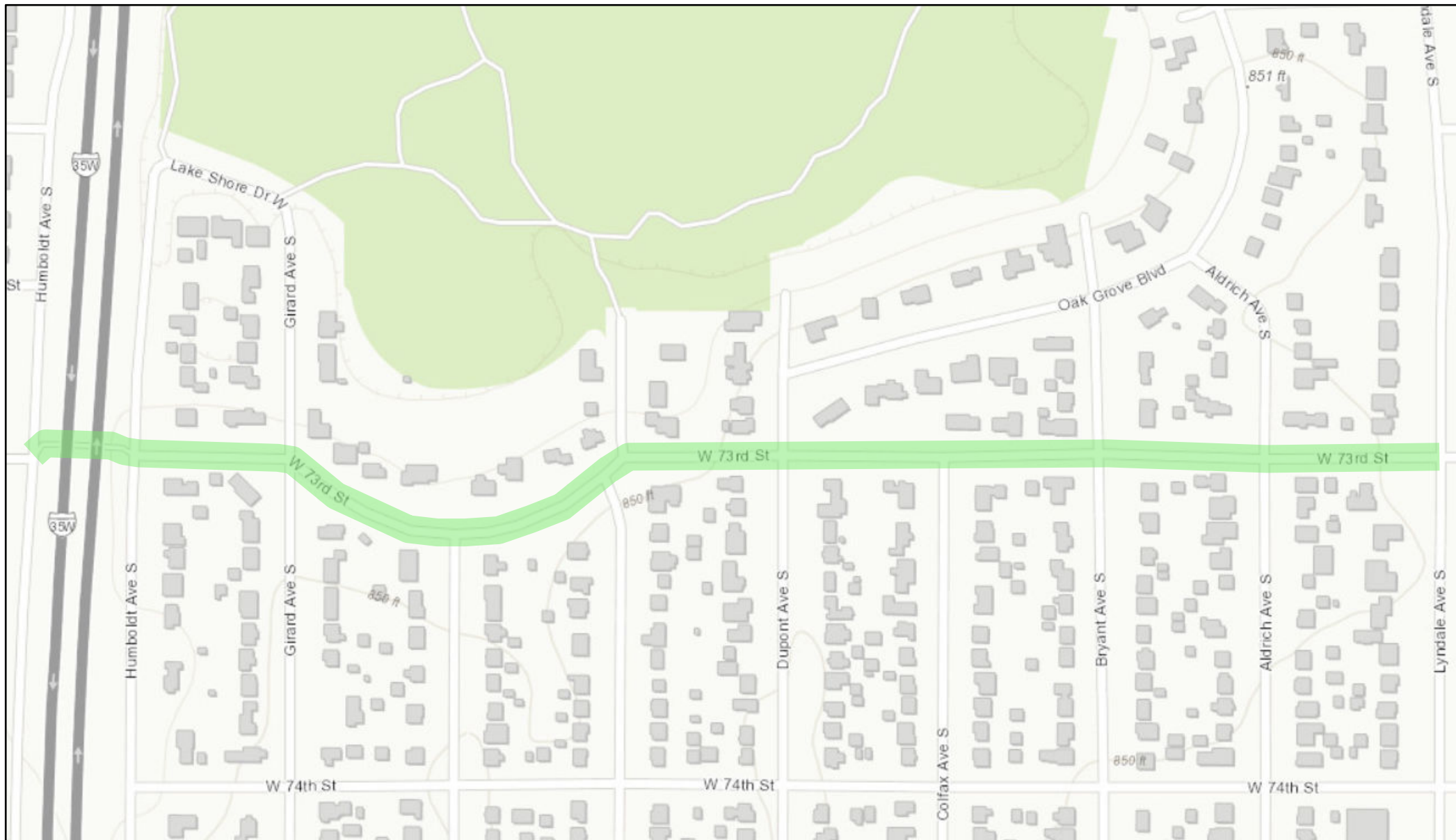
**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
▣ Project Map	Exhibit
▣ Resolution	Resolution Letter

# 73rd Street Safe Routes to School Improvements Project Extents



3/17/2020



Safe Route to School

1:4,514

0 0.03 0.05 0.1 mi

0 0.04 0.09 0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

## **RESOLUTION NO.**

### **RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO APPLY FOR THE REGIONAL SOLICITATION FOR TRANSPORTATION PROJECTS**

**WHEREAS**, the City of Richfield acts as the applicant for the 73<sup>rd</sup> Street Safe Routes to School Project from Lyndale Avenue to Humboldt Avenue contained in the Safe Routes to School Infrastructure program application to be submitted by April 16, 2020;

**WHEREAS**, the City of Richfield has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds and adequate construction of the proposed project;

**WHEREAS**, the City of Richfield has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice;

**WHEREAS**, the City of Richfield has estimated the total project cost to be approximately \$1,500,000;

**WHEREAS**, the City of Richfield confirms if the project cost exceeds the amount listed in the Application, the City of Richfield will provide or secure all additional funds necessary to complete the project.;

**WHEREAS**, the City of Richfield confirms that it will fund twenty percent of the total project cost, as required if selected for funding;

**WHEREAS**, the City of Richfield certifies that it will comply with all applicable laws, regulations, and rules of the Application; and

**WHEREAS**, that the sources and uses and other financing commitment represented are accurate.

**NOW, THEREFORE BE IT RESOLVED** that the City Engineer is hereby authorized to apply to the Metropolitan Council for funding of this project on behalf of the City of Richfield.

Adopted by the City Council of the City of Richfield, Minnesota this 24<sup>th</sup> Day of March, 2020.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk





**STAFF REPORT NO. 47**  
**CITY COUNCIL MEETING**  
**3/24/2020**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer  
3/17/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
3/19/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the ratification of a \$36,000 contract change with WSB and Associates, Inc., for final design services and environmental documentation for the 77th Street Underpass Project and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**

**EXECUTIVE SUMMARY:**

**Background**

On August 4, 2015 the City awarded the 77th Underpass preliminary and final design services and environmental documentation contract to WSB and Associates, Inc., in an amount not to exceed \$2,146,841.92. The work was to be fully funded by the 2014 Local Road Improvement Program (LRIP) grant funds the City received for preliminary and final design. At the time of the original contract approval, the City manager could have been given explicit authority to approve minor contract changes not to exceed \$100,000. This routine authority was not written into the staff report. Therefore, City Council must ratify the \$36,000 contract change necessary to finalize the 77th Underpass design.

**Reason for Change**

Minor contract changes of this nature are common with projects of this magnitude. In completing final design, it was determined that the designed stormwater holding ponds on the east end of the project were no longer a cost-effective solution, due to unexpectedly high costs to obtain right-of-way from the Metropolitan Airport Commission. Due to this, the engineering consultant had to design a new stormwater solution on City property, which resulted in the added project design costs.

**RECOMMENDED ACTION:**

**By Motion: Ratify the \$36,000 contract change with WSB and Associates, Inc., for the preliminary and final design services and environmental documentation for the 77th Street Underpass and Trunk Highway 77 Crossing project and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

See executive summary

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

Increasing capacity of the I-494 corridor and construction of the 77th Street underpass at Cedar Avenue (TH 77) are identified in the City's Comprehensive Plan (Chapter 7 - Transportation).

C. **CRITICAL TIMING ISSUES:**

Design must be completed so the project is ready for letting in late 2020 and construction in 2021.

D. **FINANCIAL IMPACT:**

- The design engineering consultant has expended the sum of the initial contract and needs authorization to proceed to complete the final design.
- The additional \$36,000 in design fees will be paid for out of the project budget using a combination of funding sources including Municipal State Aid and State Bonding funds.

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None



**STAFF REPORT NO. 48**  
**CITY COUNCIL MEETING**  
**3/24/2020**

REPORT PREPARED BY: Joe Powers, Assistant City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer  
3/17/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
3/19/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of a Small Wireless Facility Collocation Agreement with Cellco Partnership d/b/a Verizon Wireless, that sets forth the terms and conditions of collocation on wireless support structures within City right-of-way.**

**EXECUTIVE SUMMARY:**

In the past twelve months, both AT&T and Verizon Wireless have submitted several applications for installation of small-cell wireless facilities in Richfield. A co-location agreement with AT&T was approved by the City Council on [February 11, 2019](#), which allows AT&T to apply for permits and place small-cell wireless infrastructure on City-owned light poles. The City Attorney and attorneys for Verizon Wireless have been negotiating a co-location agreement for several months and have recently finalized the agreement.

In the past two months, Verizon Wireless has submitted seventeen applications for “stand-alone” small-cell wireless facilities to be constructed in City right-of-way. A “stand-alone” facility consists of a new pole structure and associated antennas owned solely by Verizon. The City is required by state statute to allow construction of these facilities, within reason and subject to City review. Staff expect that Verizon Wireless will be submitting another thirty or more permits within the coming months. This co-location agreement would allow Verizon Wireless to apply for, and the City to approve, permits to attach small-cell wireless equipment to City-owned light poles, as opposed to constructing new, stand-alone pole structures. Staff supports approval of this agreement, as co-location of future facilities will be less intrusive to both Public Works operations and Richfield residents.

**RECOMMENDED ACTION:**

**By motion: Approve the Small Wireless Facility Collocation Agreement with Cellco Partnership d/b/a Verizon Wireless, that sets forth the terms and conditions of collocation on wireless support structures within City right-of-way.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Wireless and cellular service providers are looking for solutions to provide better and more reliable service to customers.
- One method of enhancing service is to install "small cell" antennas to fill in areas with poor existing

coverage.

- State legislation was passed in 2017 that allows these antennas to be installed in the right-of-way.
- The City of Richfield adopted an ordinance on September 12, 2017 amending City Code Section 802 enacting an agreement and permitting process for small cell facilities within City right-of-way.

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

- Section 802 of the Richfield City Code depicts the City's current practices of permitting the use within rights-of-way.
- Minnesota Statutes, Section 237.162, defines public right-of-way including management of standards and costs.
- Minnesota Statutes, Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94, amending the Act, are interpreted with consideration of small cell wireless technology.

**C. CRITICAL TIMING ISSUES:**

An approved agreement must be in place before the City can permit small cell facilities collocated on existing right-of-way support features.

**D. FINANCIAL IMPACT:**

The City is allowed to charge fees on the permit review as well as charge rent for facilities located in the right-of-way and on City-owned support features.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Tammy Hartman - Verizon Wireless Network Outreach Manager

**ATTACHMENTS:**

Description	Type
☐ Verizon Collocation Agreement	Backup Material

City of Richfield,  
Minnesota  
Small Wireless Facility Collocation  
Agreement

This Small Wireless Facility Collocation Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423 ("Lessor") and Celco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, ("Lessee"). Lessor and Lessee are collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Federal Communications Act of 1934, as amended, authorizes Lessor to manage and control access to and use of public rights-of-way within city limits; and

WHEREAS, Lessor has elected to manage its rights-of-way as authorized by Minnesota Statutes, Sections 237.162-.163 and Lessor's municipal code of ordinances (the "Code"); and

WHEREAS, this Agreement shall apply to the collocation of Small Wireless Facilities (as hereinafter defined). For purposes of this Agreement, "collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing Wireless Support Structure (as hereinafter defined) that is owned by the Lessor; and

WHEREAS, a "Small Wireless Facility" means: a wireless facility, as defined by Minnesota Statutes, Section 237.162, subd. 13, that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, provided such equipment shall be in aggregate no more than 28 cubic feet in volume; and

WHEREAS, Lessor owns or controls existing structures in the public right-of-way that may be determined by Lessor to be capable of supporting a Small Wireless Facility ("Wireless Support Structure"), which are located within the geographic area of a license or other authorization held by Lessee to provide wireless services; and



WHEREAS, Lessor hereby sets forth the terms and conditions of collocation on its Wireless Support Structures; and

WHEREAS, Lessee desires to install, maintain and operate Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to the particular sites at which Lessee will collocate its Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessee shall compensate Lessor for the collocation of Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into an agreement supplement ("Supplement") in substantially the form attached hereto as Exhibit A, with respect to each particular Wireless Support Structure on which Lessee will collocate; and

WHEREAS, this Agreement is not exclusive and Lessor reserves the right to grant permission to other entities to collocate Small Wireless Facilities.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Lessor agrees to lease to Lessee certain space described in the applicable Supplement upon Lessor's Wireless Support Structure in the public right-of-way for the installation, operation and maintenance of Small Wireless Facilities; together with the non-exclusive right of access over, under and through the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's Small Wireless Facilities. The space leased by Lessor to Lessee described in the applicable Supplement is hereinafter collectively referred to as the "Premises." The Premises may include, without limitation, certain space on the ground (the "Equipment Space") adjacent to the Wireless Support Structure, and space on the Wireless Support Structure for the installation, operation and maintenance of antennas and other equipment (the "Antenna Space") as described in the Supplement. Notwithstanding anything in the Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the various portions of the Premises and to electrical and telephone utility, cable, and fiber sources adjacent to the Premises. Lessor may grant Lessee, or the local utility, or fiber or cable provider, upon Lessee's approval, the right to install any utilities, cable, and fiber for Lessee to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by Lessor. Lessor's approval shall not be unreasonably withheld.

## 2. PLANS AND DRAWINGS.

(a) Before receiving approval from Lessor to install a Small Wireless Facility on Lessor's Wireless Support Structures in public rights -of-way, Lessee shall submit to the Director of Public Works or the Director's designee, detailed construction plans and drawings for each individual location, together with maps, showing specifically the Wireless Support Structures to be used, the number and character of the attachments to be placed on such Wireless Support Structures, equipment necessary for the use, proposed replacement of existing Wireless Support Structures and any new installations for transmission conduit, pull boxes, and related appurtenances (the "Application"). The Director or the Director's designee shall determine whether to give Lessee permission to proceed with the work as proposed by Lessee within ninety (90) days of receipt of Lessee's Application. If the Director or Director's designee does not approve Lessee's Application, it will provide a written explanation to Lessee of the basis for the rejection within the same ninety (90) day period. Each Application may request attachments to up to fifteen (15) different Wireless Support Structures or a greater number if agreed to by Lessor. Lessee shall perform all work at its own expense and make attachments in such manner as to not interfere with the services of Lessor.

(b) If Lessee has not received approval or rejection of an Application and related Supplement (provided on the form set forth in Exhibit A) within 90 days, the Application and related Supplement are deemed approved pursuant to Minnesota Statutes Section 237.163, provided Lessee has given Lessor at least five days' notice before the expiration of the 90-day deadline. If Lessee fails to give such notice prior to expiration of the 90-day deadline, Lessee may instead send notice to Lessor after the 90-day deadline has expired, and Lessor shall have 5 days from the date the notice is sent to take action on the Application and related Supplement. Nothing in this Agreement shall be construed to waive or otherwise supersede the rights of either Party under applicable federal, state, or local laws.

3. CONDITION OF PROPERTY; ENGINEERING STUDY. The Lessor may elect to perform necessary make-ready work identified in an Application. If Lessor elects to perform the make-ready work, Lessor will notify Lessee of such election at the time of approving the Application. If Lessor elects to perform the make-ready work, Lessor will provide Lessee with an estimate of the make-ready costs within fourteen (14) days of Lessor approving the Application. Lessee shall have sixty (60) days from the receipt of such make-ready estimate to accept the estimate. If Lessor does not elect to perform the make-ready work, Lessee shall perform such make-ready work. Any expenses necessary to make the Premises ready for Lessee's construction of its improvements under either option shall be the responsibility of Lessee. Lessee must obtain and submit to Lessor a structural engineering study showing the Wireless Support Structure and foundation is able to support the proposed Small Wireless Facility. Lessor makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this Agreement.

## 4. USE OF PUBLIC RIGHTS-OF-WAY.



A. All communications equipment shall be installed in accordance with applicable Laws (as hereinafter defined) and Lessee shall comply with all applicable laws, ordinances, rules and regulations adopted by Lessor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Lessor, or the official to whom such duties have been delegated by Lessor. Lessee shall have no ownership interest in any Wireless Support Structure owned by Lessor.

B. Lessee and its authorized contractors shall give Lessor reasonable notice of the dates, location, and nature of all construction and major maintenance work to be performed on its communications equipment that requires excavation or obstruction within the public rights-of-way.

C. Any damages to Lessor's Wireless Support Structures, equipment thereon or other infrastructure caused by Lessee's installation or operations shall be repaired or replaced at Lessee's sole cost and to Lessor's reasonable satisfaction.

5. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT, RELOCATION.

A. From time to time, if Lessor paints, reconditions, or otherwise improves or repairs the Wireless Support Structure in a substantial way ("Reconditioning Work"), Lessee shall reasonably cooperate with Lessor to carry out such Reconditioning Work.

B. Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days' prior written notice. Upon receiving that notice, it shall be Lessee's sole responsibility to provide adequate measures to cover or otherwise protect Lessee's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. No more than once annually, Lessor reserves the right to require Lessee to remove all of Lessee's equipment from the Wireless Support Structure and Premises during Reconditioning Work, provided the requirement to remove Lessee's equipment is contained in the written notice required by this Section. If Lessor requires Lessee to remove its equipment, then (i) Lessee may place a temporary structure, if determined feasible by the Lessor (City Engineer) and Lessee, at a location equivalent to Lessee's current use of the Wireless Support Structure until such time the Reconditioning Work is complete; or (ii) if Lessee is unable to place a temporary structure, Lessor shall allow Lessee to abate the Annual Rental for so long as the Reconditioning Work continues.

C. Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's use of the Premises. If Lessor agrees to the modification, Lessor will provide an estimate of the incremental cost and expense related to the modification of Lessor's procedures for the Reconditioning Work and if Lessee elects to proceed, then Lessee shall be responsible for all such incremental cost and expense.



D. If Lessor intends to replace a Wireless Support Structure ("Replacement Work"), Lessor shall provide Lessee with at least ninety (90) days' written notice to remove its equipment. Lessor shall also promptly notify Lessee when the Wireless Support Structure has been replaced and Lessee may re-install its equipment without incurring any additional Supplement fees or costs.

E. If Lessor intends to repair a Wireless Support Structure due to storm or other damage ("Repair Work"), Lessor shall notify Lessee to remove its equipment as soon as possible. In the event of an emergency, Lessor shall contact Lessee by telephone to Licensee's Network Monitoring Center at (800) 624-6620 prior to removing Lessee's Equipment. Once the Wireless Support Structure has been replaced or repaired, Lessor will promptly notify Lessee it can reinstall its equipment without incurring any additional Supplement fees or costs.

F. If Lessee's installation requires a new Wireless Support Structure to be constructed or an existing Wireless Support Structure to be replaced by Lessee (the "Replacement Wireless Support Structure") then any such Replacement Wireless Support Structure shall be deemed to be a fixture on the Property and the Replacement Wireless Support Structure shall be and remain the property of the Lessor, without further consideration to or from Lessor. Unless otherwise provided in the applicable Supplement, Lessor shall be responsible for any and all costs relating to the operation, maintenance, repair and disposal of the Replacement Wireless Support Structure. If the Replacement Wireless Support Structure replaces an existing structure, then also as part of Lessee's installation, Lessee shall remove, dispose, salvage and or discard the existing structure at Lessee's sole discretion. In the event that a Replacement Wireless Support Structure is damaged to the extent requiring replacement, Lessee shall provide a Replacement Wireless Support Structure for installation by Lessor within a reasonable period of time.

G. If Lessor determines to abandon any Wireless Support Structure and Lessor so determines that the Wireless Support Structure does not need to be permanently removed for reasons of public safety or security, then Lessor shall give Lessee ninety (90) days' prior written notice of Lessor's intent to abandon the Wireless Support Structure. Within such time, Lessee may (a) remove or otherwise dispose of its Small Wireless Facilities, at which time the Supplement shall automatically terminate without further liability to Lessee, or (b) elect to acquire title to the Wireless Support Structure at no cost to Lessee in "as is, where is" condition. If Lessee elects to acquire title, then Lessor shall promptly execute and deliver a bill of sale and assignment transferring the Wireless Support Structure to Lessee in "as is, where is" condition subject only to Lessor's representation and warranty that Lessor is the sole owner, and Lessor owns the Wireless Support Structure free and clear of any liens, leases, licenses or other third-party rights or encumbrances. Lessee shall be under no obligation to provide, maintain or repair lighting or any other public service on any Wireless Support Structure which Lessee may elect to acquire title from Lessor.

## 6. TERM; RENTAL.



This Agreement shall commence as of the date first written above, and, if not lawfully terminated sooner, remain in full force and effect for as long as Lessor uses any Small Wireless Facility in accordance with Minnesota Statutes Section 237.163, subd. 3a(4). Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, that the term of each Supplement shall commence on the first day of the month in which Lessee commences installation of its equipment on the Premises (the "Commencement Date"), at which time rental payments shall commence and be due at a total annual rental of \$175.00 (the "Annual Rental"), representing \$150.00 per year for rent to occupy space on a Wireless Support Structure and \$25.00 per year for maintenance associated with the space occupied on a wireless support structure. Consistent with Minnesota Statutes Sections 237.162-.163, the term of each Supplement shall be equal to the length of time that the Small Wireless Facility is in use (the "Term"), unless the Supplement is terminated pursuant to this Agreement. The annual rental for each Supplement shall be paid in advance annually on each anniversary of the Commencement Date to the payee designated by Lessor in the Supplement, or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 18 below. Lessor and Lessee shall acknowledge in writing the Commencement Date of each Supplement. Lessor and Lessee acknowledge that the initial rental payment for each Supplement may not actually be sent by Lessee until ninety (90) days after Lessee's written acknowledgement confirming the Commencement Date of each Supplement. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer. Lessor hereby agrees to provide to Lessee the reasonable documentation required for Lessee to pay all rent payments due to Lessor. Upon execution of this Agreement, Lessor shall provide to Lessee the reasonable documentation required for Lessee to pay all rent payments due to Lessor, including a completed, most current version of Internal Revenue Service Form W-9. If changes to Lessor's W-9 are required, Lessor shall promptly submit a new W-9 to Lessee. Annual Rental shall accrue in accordance with this Agreement, but Lessee's initial rental payment due under this Agreement shall not be considered late until the later of (a) ninety (90) days after the requested documentation has been received by Lessee, and (b) the date the payment is due. If Lessor makes changes to its W-9, Lessor shall allow ninety (90) days for the first payment thereafter to be processed by Lessee and delivered to Lessor

## 7. ELECTRICAL

Lessor may, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. As provided by Minnesota Statutes Sections 237.162-.163, an annual fee for electricity used to operate the Small Wireless Facility, if not purchased directly from a utility, shall be added to the annual rent due under each Supplement at the rate of:

- A. \$73.00 per radio node less than or equal to 100 max watts;
- B. \$182.00 per radio node over 100 max watts; or
- C. The actual costs of electricity, if the actual costs exceed the amount in item (A) or (B);



D. As agreed by Lessor and Lessee.

The amount of any such annual fee shall be set forth in each Supplement.

8. APPLICATION FEES AND ENGINEERING COSTS. The Parties acknowledge and agree that, pursuant to Minnesota Statutes, Sections 237.162-.163 and the FCC Order, Lessor may charge a non-recurring application fee not to exceed \$500 for an application to collocate on up to five facilities and \$100 for each additional facility beyond five (the "Application Fee"). The Application Fee shall cover any fees reasonably related to the placement, construction, maintenance, repair, movement, modification, upgrade, replacement, or removal of Lessee's small wireless facilities, including any application or permit fees. In addition, the Lessor may charge the actual costs of the initial engineering and preparatory construction work associated with Lessee's collocation in the form of a onetime, nonrecurring, commercially reasonable, nondiscriminatory, and competitively neutral charge. Lessee shall pay the Application Fee at the time of application for the Supplement, and the actual and reasonable initial engineering and preparatory construction work costs within sixty (60) days of receipt of an invoice that itemizes the costs.

9. USE. Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating Small Wireless Facilities and uses incidental thereto. As long as a proposed modification meets the definition of a Small Wireless Facility, Lessee shall have the right, without any increase in rent, to replace, repair, add to or otherwise modify its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates. Subject to Lessee obtaining a right-of way work permit, Lessee may perform routine maintenance and repairs, or replace any part of the Small Wireless Facility on the Premises with a facility or component that is substantially similar or smaller in size, weight and height without further approval of Lessor. Any additions shall require Lessor's written approval, which shall not be unreasonably withheld, conditioned or delayed.

10. GOVERNMENTAL APPROVALS; PERMITS. It is understood and agreed that Lessee's ability to use the Premises is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis that will permit Lessee use of the Premises as set forth above. The parties acknowledge that each Supplement shall be in lieu of a small wireless facility permit. Lessor shall cooperate with Lessee in its effort to obtain the Governmental Approvals. Lessee shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that the Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that the Premises is no longer technically compatible for its use; or (v) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in accordance with the notice provisions set forth in Paragraph 20 and shall be effective upon the mailing of that notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to the termination date shall be retained by Lessor;



however, any rentals paid for periods after the termination date shall be refunded to Lessee within sixty (60) days of receipt of written request from Lessee. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor for the terminated Supplement.

## 11. INDEMNIFICATION.

A. To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Lessee's negligence, misconduct, or Lessee's failure to perform its obligations under this Agreement, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessor or other indemnified party. Lessee's indemnification obligation shall apply to Lessee's contractors, subcontractors, or anyone directly or indirectly employed or hired by Lessee, or anyone for whose acts Lessee may be liable. Lessor will provide Lessee with prompt, written notice of any written claim covered by this indemnification provision; provided that any failure of Lessor to provide any such notice, or to provide it promptly, shall not relieve Lessee from its indemnification obligations in respect of such claim, except to the extent Lessee can establish actual prejudice and direct damages as a result thereof. Lessor will cooperate with Lessee in connection with Lessee's defense of such claim. Lessee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Lessor and without an unconditional release of all claims by each claimant or plaintiff in favor of Lessor. The indemnity obligation shall survive the completion or termination of this Agreement.

B. To the fullest extent permitted by law, Lessor shall indemnify, hold harmless and, at Lessee's sole option, defend Lessee, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, Lessees, invitees, agents, attorneys, employees, successors and assigns (together "Lessee Indemnitees") from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Lessee Indemnitees may incur, asserted by reason of the negligent installation, operation, use, repair, or removal of Lessor's Structures or breach of the terms of this Agreement by Lessor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessee.

C. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

## 12. INSURANCE.

A. Waiver of Subrogation. To the extent allowed by law, each party hereby waives and release any and all rights of action for negligence against the other party which may hereafter arise on account of damage to Lessee's property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by either party. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Lessee concerning its property shall waive the insurer's right of subrogation against Lessor.

B. General Liability. Lessee agrees that at its own cost and expense, it will maintain commercial general liability insurance per ISO CGL form or equivalent with limits of \$2,000,000 per occurrence for bodily injury or property damage and \$4,000,000 general aggregate including premises, operations, products-completed operations, personal injury, advertising injury, and contractual liability coverage. Lessee shall include the Lessor as an additional insured as their interest may appear under this Agreement.

C. Automobile Liability. Lessee shall maintain commercial automobile liability Insurance, covering all owned, hired, and non-owned automobiles, with a combined single liability limit of \$2,000,000 each accident for bodily injury and property damage.

D. Workers' Compensation. Lessee agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota and employers' liability insurance with limits as follows: \$500,000 for bodily injury by disease per employee; \$500,000 aggregate for bodily injury by disease; and \$500,000 for bodily injury by accident.

E. Additional Insurance Conditions.

- (i) Lessee shall deliver to Lessor a certificate of insurance as evidence that the above coverages are in full force and effect.
- (ii) Lessee's required policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to Lessor with respect to any claim arising under this Agreement.
- (iii) Upon receipt of notice from its insurer(s), Lessee shall provide least thirty (30) days' advanced written notice to Lessor if any required policies are cancelled.
- (iv) Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance

Notwithstanding the foregoing, Lessee may self-insure the required insurance under the same terms and conditions as outlined in this Paragraph 12.



13. **LIMITATION OF LIABILITY.** Except for indemnification obligations pursuant to Paragraph 11, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, or to any customer or purchaser of such party, or to any other person for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, exemplary or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Lessee shall not be liable for or responsible for addressing environmental conditions that do not result from the facilities or activities of Lessee.

14. **INTERFERENCE.**

A. At Lessor's written request, Lessee shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer showing that Lessee's intended use will not interfere with any current communication facilities which are located on or near a Wireless Support Structure. Lessee shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed and approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing FCC standards to any equipment of Lessor or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed Lessee's equipment causes interference in excess of FCC standards, and after Lessor has notified Lessee of such interference by a written communication or call to Lessee's Network Monitoring Center at (800) 624-6620, Lessee will take all commercially reasonable steps necessary to reduce the interference to within FCC standards, including but not limited to, at Lessee's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues to exceed FCC standards for a period in excess of 48 hours following such notification, Lessor shall have the right to require Lessee to reduce power, and/or cease operations until such time Lessee can make repairs to the interfering equipment. In no event will Lessor be entitled to terminate a Supplement or relocate the Equipment as long as Lessee is making a good faith effort to remedy the interference issue.

B. Lessee will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. Lessee is allowed to install signage and other mitigation, such as a power cut-off switch on Wireless Support Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Lessor's authorized field personnel will contact Lessee's designated point of contact not less than twenty-four (24) hours in advance to inform Lessee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Lessee as soon as possible that power has been restored. The parties acknowledge that they understand the vital nature of Lessee's equipment and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.



C. Lessor will endeavor to prevent other attachers which emit RF on Lessor's Wireless Support Structures from (1) causing RF interference to RF signals of Lessee, (2) interfering with Lessee's use of the Wireless Support Structure, or (3) interfering with Lessee's ability to comply with the terms and conditions of this Agreement. If Lessee reasonably determines that any of the foregoing are occurring, then Lessor will meet and confer with Lessee within five (5) days of Lessor receipt of notice of the interference from Lessee, and shall endeavor to correct any interference promptly and shall coordinate and cooperate with Lessee relating to the same.

D. Lessor will endeavor to promptly notify Lessee if a third party applies for access to a Wireless Support Structure which Lessee has attached facilities. Lessor will not grant after the date of this Agreement a permit, license or any other right to any third party if, prior to such grant, Lessee notifies the Lessor in writing that such third party's use may materially interfere with the Lessee's existing equipment, Lessee's use and operation of its facilities, or Lessee's ability to comply with the terms and conditions of this Agreement

15. REMOVAL. Lessee shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, or an abandonment of its facilities, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, at Lessee's sole cost and expense. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If the time for removal causes Lessee to remain on the Premises after termination of the Supplement, Lessee shall pay rent at the then-existing monthly rate, until such time as the removal of the equipment, fixtures and all personal property are completed. If Lessee fails to remove its facilities within the required time period, Lessor reserves the right to remove the facilities and charge Lessee for the full cost of the removal and storage charges.

16. QUIET ENJOYMENT AND REPRESENTATIONS. Lessor covenants that Lessee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the execution date of each Supplement, and covenants during the Term, that Lessor is has good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement.

17. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the

written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned.

18. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows or to any other address that the Party to be notified may have designated:

Lessor: City of Richfield  
Attention: \_\_\_\_\_  
6700 Portland Avenue South  
Richfield, Minnesota 55423

Lessee: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Contact Number for day to day operations:

Licensor: \_\_\_\_\_  
Licensee: 1-800-638-2822

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach for breaches involving failure to pay. For breaches not involving failure to pay, if the breach is not cured (a) within sixty (60) days after receipt of written notice of the breach from the non-breaching Party or (b) if the breach cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within such time and diligently pursue the cure to completion, this Agreement may be terminated.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises: (i) terminate the



Supplement upon fifteen (15) days' prior written notice to Lessor, (ii) place a temporary facility, if feasible, at a location equivalent to Lessee's current use of the Wireless Support Structure until such time as the Wireless Support Structure is fully restored to accommodate Lessee's Small Wireless Facility; or (iii) apply for a new Supplement for an alternate location equivalent to Lessee's current use of the Wireless Support Structure, and Lessor shall waive the application fee so long as such relocation was due to a casualty event not directly caused by Lessee. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired. Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof.

## 21. APPLICABLE LAWS.

A. "Laws" means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to the subject of this Agreement or Lessee's use that are in force during the term of this Agreement, as lawfully amended including, without limitation, Lessor's city Code. Lessee and Lessor shall comply with all applicable Laws. Laws shall include any preemptory rules, regulations and orders of the Federal Communications Commission (the "FCC") upon final adjudication, if any, of the same. This Agreement does not limit any rights Lessee may have in accordance with Laws to install its own poles in the right of way or to attach Lessee's equipment to third - party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Laws.

B. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of equipment on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement be amended to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new equipment, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon such new terms within ninety (90) days after such notice, then either party may seek appropriate relief with the FCC, the state regulatory commission if appropriate, or a court of competent jurisdiction, provided that the Agreement shall remain in effect on the same terms and conditions until determination of such relief.

C. Lessor and Lessee agrees to comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste; and warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities

22. **GOVERNMENT DATA.** The Parties acknowledge and agree that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.03. Lessee and Lessor agree to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

23. **PROMPT BILLING.** Any charges payable by Lessee under this Agreement other than permit fees and annual rental shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee.

24. **GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement and any associated Supplement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. **Captions.** Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement.

C. **Ambiguities.** If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

D. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

E. **Third Party Rights.** This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any person or entity not expressly a party to this Agreement.

F. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The venue for all proceedings related to this Agreement shall be in the state and federal courts whose jurisdiction includes Hennepin County, Minnesota, without waiver of any right to removal.

G. **Waiver.** The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or the waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

H. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that a Party's



performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

I. Further Assurances. From and after the execution of this Agreement, the parties shall fully cooperate with each other and perform any further act(s) and execute and delivers any further documents which may be necessary in order to carry out the purposes and intentions of this Agreement.

J. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

*Signature Page Follows*

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

**Lessor:**  
**City of Richfield**

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

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

Its: Mayor

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

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

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

Its: City Manager

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

**Lessee:**

**BY:**

\_\_\_\_\_

ROMMEL ANGELES

Name:

DIRECTOR - NETWORK ENGINEERING

Title:

03/17/2020

Date

**EXHIBIT A**  
**COLLOCATION AGREEMENT SUPPLEMENT**

This Collocation Agreement Supplement ("Supplement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, ("Lessor" and Verizon Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, ("Lessee").

1. SMALL WIRELESS FACILITY COLLOCATION AGREEMENT. This

Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, (the

"Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. PREMISES. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at \_\_\_\_\_, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. TERM. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. CONSIDERATION. Rent under this Supplement shall be \$175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement

Lessor [is/is not] providing electricity pursuant to Paragraph 7 of the Agreement, therefore [an/no] annual electrical service fee shall be added to the annual rent due under this Supplement.

5. SITE SPECIFIC TERMS.



*In this section, include any site-specific terms, including whether Lessee will be installing a replacement Wireless Support Structure.*

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

**Lessor:**  
**City of Richfield**

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

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

Its: Mayor

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

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

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

Its: City Manager

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

**Lessee:**

**BY:**

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**EXHIBIT 1**  
**Site Plan of Property**

## **EXHIBIT 2**

### **Equipment Space (if any), Antenna Space and Cabling Space e and Cabling Space**





**STAFF REPORT NO. 49**  
**CITY COUNCIL MEETING**  
**3/24/2020**

REPORT PREPARED BY: Joe Powers, Assistant City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer  
3/18/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
3/19/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of a bid tabulation and award of contract to Bituminous Roadways Inc. for the 2020 Mill and Overlay project in the amount of \$2,239,139.50 and authorize of the City Manager to approve contract changes under \$175,000 without further City Council consideration.**

**EXECUTIVE SUMMARY:**

This is the final year of the six year Accelerated Mill and Overlay Program. Approximately 15 miles of residential roads will receive mill and overlay in 2020. The residential roads have not received any major resurfacing since they were originally constructed in the 1970s. To prepare for this year's mill and overlay, repairs to curbs, sidewalks, catch basins, and manholes were completed in 2019. CenterPoint Energy also installed new gas lines and services in 2019 and will complete this work in Spring 2020, prior to the mill and overlay project.

For roads that are adequate candidates, mill and overlay is a cost effective maintenance solution that provides most of the benefits of new construction at a fraction of the cost. The surface is milled to remove the top 2"-3" of asphalt and a new asphalt top layer is applied improving the surface integrity of the road and eliminating patching needs. Typically the base layer of these roads is found to be in good condition. In conjunction with regular maintenance, the life of a roadway can be extended beyond the original intended life of 20-30 years.

Bids for the mill and overlay project were opened on March 10, 2020. Bituminous Roadways Inc. was the lowest responsive and responsible bidder in the amount of \$2,239,139.50

**RECOMMENDED ACTION:**

**By motion: Approve the bid tabulation and award of contract to Bituminous Roadways Inc. for the 2020 Mill and Overlay project in the amount of \$2,239,139.50 and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The residential roads were originally constructed between 1972 and 1977. A pavement management program began in 1980. That policy direction was set to protect the City's capital investment and maintain an acceptable roadway system. The City's ongoing preventive

maintenance program is essential in delaying the costs associated with total reconstruction.

- In September 2014, residential mill and overlay was approved in the Five-Year Reconstruction Plan for the purpose of utilizing Street Reconstruction Bonds to finance the work in place of special assessments. The bonds are paid down by an increase in the electric and gas franchise fees, effective April 2014.
- Approximately 85 miles of roadway will be milled and overlaid as part of the six year program.

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

- The City has adopted a pavement management program to maintain the quality of the road and prolong the life of the capital investment.
- In 2013, the City Council approved an Accelerated Mill and Overlay Program to complete the remaining 85 miles of roads that have not received any major resurfacing since they were constructed. This program also includes the repair of storm and sanitary manhole collars and catch basins, as needed.
- An increase in electric and gas franchise fees was approved in 2013, and enacted in April 2014, to fund the Accelerated Mill and Overlay Program.

**C. CRITICAL TIMING ISSUES:**

- The mill and overlay work is scheduled to begin May 4, 2020, and be completed by June 26, 2020.
- Regular preventive maintenance techniques are effective in delaying costly street reconstruction projects.

**D. FINANCIAL IMPACT:**

- Nine (9) bids were received for the 2020 Mill and Overlay project.
- The lowest responsive and responsible bid was \$2,239,139.50 submitted by Bituminous Roadways, Inc.
- This cost of this work is within the project budget and funded by existing franchise fees.
- A recent history of bid prices for mill and overlay:

<u>Year</u>	<u>Bid Price Asphalt (ton)</u>	<u>Contractor</u>
2008	\$40.00	Harddrives
2010	\$47.00	Valley Paving
2015	\$52.00	Harddrives
2016	\$40.80	Park Construction
2017	\$37.00	Bituminous Roadways
2018	\$36.85	Bituminous Roadways
2019	\$45.00	Bituminous Roadways
2020	\$48.75	Bituminous Roadways

- Additional work may be added or subtracted from the mill and overlay contract depending on actual cost of construction.

**E. LEGAL CONSIDERATION:**

- When the amount of purchase is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
- The advertisement for bid for the project was published in the Richfield Sun-Current on February 13, 2020, and on the Questcdn.com website on February 6, 2020.
- Bid opening was held on March 10, 2020. A copy of the bid tabulation is attached.

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
▢ 2020 Mil and Overlay Bid Tab	Backup Material
▢ 2020 Mil and Overlay Map	Backup Material

**CITY OF RICHFIELD, MINNESOTA**

Bid Opening  
March 10, 2020  
9:00 a.m.

2020 Mill & Overlay Project  
Bid No. 20-02

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Kari Sinning, Deputy City Clerk, who announced that the purpose of the meeting was to receive; open and read aloud bids for the 2020 Mill & Overlay Project, as advertised in the official newspaper on February 13, 2020.

Present: Kari Sinning, Deputy City Clerk  
Joe Powers, Asst. Civil Engineer  
Kelly Wynn, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Bond	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Base Bid
McNamara Contracting	Provided	Provided	Provided	Provided	\$2,690,587.00
Northwest Asphalt Inc.	Provided	Provided	Provided	Provided	\$2,498,037.50
Valley Paving Inc.	Provided	Provided	Provided	Provided	\$2,312,012.00
Park Construction Company	Provided	Provided	Provided	Provided	\$2,256,702.50
Astech Corp	Provided	Provided	Provided	Provided	\$2,819,953.50
S. M. Hentges & Sons Inc	Provided	Provided	Provided	Provided	\$2,915,207.00
Bituminous Roadways Inc.	Provided	Provided	Provided	Provided	\$2,239,139.50
GMH Asphalt Corp	Provided	Provided	Provided	Provided	\$2,443,496.50
Minnesota Paving & Materials	Provided	Provided	Provided	Provided	\$2,672,234.00

The City Clerk announced that the bids would be tabulated and considered at the March 24, 2020 City Council Meeting.

  
Elizabeth VanHoose, City Clerk



