



Richfield City Council Agenda

March 24, 2026 -- 7:00 PM

Richfield Municipal Center
Council Chambers
6700 Portland Avenue South

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of the Agenda**
4. **Approval of Minutes**
 - a. **Meeting Minutes from (1) City Council Work Session from March 10, 2026, and (2) City Council Regular Meeting from March 10, 2026.**
5. **Open Forum**

Participants can share their comments in person, by voicemail, or email, and may also request to participate virtually. For more information on submitting comments, refer to the Council Agenda and Minutes page on richfieldmn.gov/citycouncil
6. **Proclamations and Presentations**
7. **Consent Calendar**

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 Disbursements/Claims**
 - b. **Consider approval of an agreement with the Richfield Leadership Network nonprofit to provide social services to the City of Richfield and authorize the Mayor and City Manager to execute the final agreement.**
 - c. **Consider the approval of a resolution authorizing Recreation Services staff to submit a Minnesota Department of Natural Resources Local Trail Connections Program Grant to connect the Nine Mile Creek Trail to the Southdale Library through Adams Hill Park, and authorizing staff to execute a grant agreement, if awarded, and proceed with the trail connection project.**
 - d. **Consider approval of a Stormwater Maintenance Agreement between the City of Richfield and Best Buy Co. Inc. and authorize the Mayor and City Manager to execute the agreement.**
 - e. **Consider approval of a contract renewal with Adesa Minneapolis for 2026 for auctioning forfeited vehicles from Public Safety/Police.**
8. **Consideration of Items, if Any Removed From Consent Calendar**
9. **Public Hearings**
10. **Proposed Ordinances**
11. **Resolutions**
12. **Other Business**
 - a. **Consider a correction to an alternate appointment to fill a vacancy on the Advisory Board of Health and approval of Erik Porter as Advisory Board of Health Commissioner.**
 - b. **Consider alternate appointment to fill a vacancy on the Planning Commission.**
13. **City Manager's Report**
14. **Council Discussion**
 - a. **Hats off to Hometown Hits**
 - b. **Council Liaison Reports**
15. **Adjournment**

City Clerk at 612-861-9739.

Includes Materials - Materials relating to these agenda items can be found in the Council Chambers Agenda Packet book located by the entrance. The complete Council Agenda Packet is available electronically on the City of Richfield website.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

March 10, 2026

ITEM #1	CALL TO ORDER
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Mayor Supple called the work session to order on March 10, 2026, at 5:17 p.m., in the Bartholomew Room.

Council Present: Mary Supple, Mayor; Walter Burk, Sean Hayford O'Leary, Rori A. Coleman-Woods.

Absent: Council Member Sharon Christensen was excused.

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Matt Hardegger, Transportation Engineer; and Michelle Friedrich, City Clerk.

Guests: Jessa Trboyuch, Hennepin County; Matt Huggins, Hennepin County; Tyler McLeete, Stantec; Lance Bernard, TCZ;

ITEM #2	ITEM DISCUSSION
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a. Penn Avenue Reconstruction Update and Discussion

Matt Huggins, Hennepin County Project Manager, provided a midpoint update on the Penn Avenue reconstruction project from south of 75th Street to just south of Highway 62, noting extensive community engagement to date on priorities such as pedestrian and bikeway safety, multimodal mobility, transit access, stormwater management, and green space.

Council and staff discussed design options for the 66th Street intersection, reviewing a potential multi-lane roundabout versus retaining the existing signal with geometric and safety improvements. While some supported roundabout safety benefits, concerns about cost, right-of-way impacts, and business disruptions led to a consensus to enhance the existing signal with added pedestrian and bicycle safety features. Further analysis and community engagement will continue, including corridor-wide impacts, parking trade-offs, and balancing multimodal improvements with business access.

b. Proposed Traffic Calming Policy Discussion

Transportation Engineer Hardegger presented the proposed traffic calming policy, noting that efforts focus on school areas and reconstruction projects, with local streets easier to modify than county or state roads. Past projects demonstrate that design treatments can reduce speeds, though effectiveness may diminish over time, and decisions must balance safety, technical feasibility, and the city's street network.

Council and staff discussed eligibility criteria, costs of different traffic calming tools, and the potential for citizen-driven petitions, but fiscal constraints and ongoing infrastructure priorities make a new program premature, so it will be placed on the “back burner” for future consideration. Staff noted opportunities remain to adapt plans from comparable cities and incorporate improvements during upcoming reconstruction projects, such as 69th Street, while evaluating long-term policy and funding approaches.

ITEM #3	ADJOURNMENT
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Mayor Supple adjourned the work session at 6:48 p.m.

Date Approved: March 24, 2026

Mary B. Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

DRAFT



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Council Regular Meeting

March 10, 2026

ITEM #1	CALL TO ORDER
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The meeting was called to order by Mayor Supple at 7:00 p.m. on March 10, 2026, in the Council Chambers.

Council Present: Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, Rori A. Coleman-Woods

Absent: Council Member Sharon Christensen was excused.

Staff Present: Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Matt Hardegger, Transportation Engineer; Melissa Poehlman, Community Development Director; Mary Tietjen, City Attorney; and Michelle Friedrich, City Clerk.

Guests: Kyle O'Donnell Burrows, Metro Transit Arterial BRT Planning Manager; Ryan Wilson, MnDOT West Area Manager.

ITEM #2	PLEDGE OF ALLEGIANCE
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Mayor Supple led the Pledge of Allegiance.

ITEM #3	APPROVAL OF AGENDA
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MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk to approve the agenda as presented.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #4	APPROVAL OF MINUTES
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MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to approve the minutes of the (1) City Council Work Session from February 17, 2026, and (2) City Council Work Session from February 24, 2026, and (3) Regular Meeting from February 24, 2026.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #5	OPEN FORUM
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Mayor Supple noted the individuals wishing to speak during Open Forum and reviewed the three-minute time limit for public comments and explained the use of time warning cards to alert the speaker when their time is almost expired. Attendees were reminded to listen respectfully to all speakers. Instructions were given for speakers to state their name and city of residence before speaking.

Six residents addressed the Council during the Open Forum opportunity.

Marjorie Curtis, Richfield resident, thanked the council for the opportunity to speak and shared concerns from residents at a local assisted living facility regarding recent immigration enforcement activity. Ms. Curtis noted worries about potential impacts if caregiving staff were unable to report to work and asked the Council to consider community impacts, including effects on vulnerable residents and psychological stress, and economic considerations.

Theresa Guthrie, Richfield resident, expressed appreciation for the acknowledgment of mental health impacts related to recent immigration enforcement activity and stated that these impacts affect the broader community as well. Ms. Guthrie shared personal reflections on the situation and expressed gratitude for positive community connections.

Nicole Cleland, Richfield resident, commented on ongoing community impacts from recent immigration enforcement activity and noted volunteer efforts to support affected residents. Ms. Cleland also raised concerns about potential federal access to personal or surveillance data, including license plate reader technology, and asked how the council addresses these issues.

Ginny Morin, Richfield resident, asked clarifying questions about a proposed item related to allocating city funds to nonprofit services and expressed concern about the process for approving additional funding. Ms. Morin requested that the item be tabled until there is greater opportunity for residents to provide input on how city funds are allocated.

Alicia Waters, Richfield resident, provided comments on Richfield’s Climate Action Plan, commending its goals and objectives while suggesting improvements related to outdoor lighting. Ms. Waters recommended reducing the number of lights at night, dimming and changing the color of necessary lights to amber, using shields to direct lighting, and incorporating motion sensors. Ms. Waters noted that these measures could save energy and costs, improve human health and wildlife outcomes, reduce light pollution, and support multiple climate action goals.

Ava McKnight, Richfield resident, commented on the recent Council work session, commending efforts on invasive species planning and pavement use, and raised concerns about lighting in Vets Park, noting it can be blinding and unsafe for those with visual impairments. Ms. McKnight also asked whether local birders have been consulted for input on park planning.

ITEM #6	PROCLAMATIONS AND PRESENTATIONS
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- a. Proclamation Celebrating Women’s History Month.

Mayor Supple read and presented the proclamation to Human Rights Commissioners Angella Mixon and Commissioner Kim Lutes.

The Human Rights Commissioners reflected on the contributions of women leaders in Richfield, noting their role in paving the way for future generations in government and public service, and emphasized the strength, vision, and care of women in the city, and their role in supporting vulnerable neighbors and sustaining community resilience.

ITEM #7	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

a. Approve Disbursements/Claims

U.S. BANK	2-27-2026
A/P Checks/ETF's: (2-14-2026 - through 2-27-2026)	\$2,354,796.53
Payroll (2/27/2026) <i>Includes health insurance premiums for March 2026</i>	\$1,418,993.20
TOTAL	\$3,773,789.73

- b. Consider approval of a resolution authorizing staff to accept a Hennepin County Lifeguard Services Grant in the amount of \$50,000 to assist with funding the hiring and retention of lifeguard staff at the Richfield Outdoor Pool, and authorizing staff to enter into the grant agreement and execute the funds as prescribed.

**RESOLUTION NO. 2026-12410
AUTHORIZING STAFF TO ACCEPT A HENNEPIN COUNTY LIFEGUARD SERVICES GRANT**

- c. Consider the approval of a resolution authorizing City of Richfield Recreation Services Director Karl Huemiller to submit a Minnesota Department of Natural Resources Outdoor Recreation Grant in the amount of \$500,000 for the Veterans Park Improvement Project on behalf of the City of Richfield and is authorized to execute such agreements as necessary to implement the project.

**RESOLUTION NO. 2026-12411
AUTHORIZING CITY OF RICHFIELD RECREATION SERVICES DIRECTOR KARL HUEMILLER TO SUBMIT A MINNESOTA DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION GRANT APPLICATION**

- d. Consider approval of a resolution authorizing staff to enter into a Source Water Protection Grant Agreement with the Minnesota Department of Health for a grant in the amount of \$11,208.26 to be used in support of Richfield's Cross Connection and Backflow Prevention Program.

**RESOLUTION NO. 2026-12412
AUTHORIZING STAFF TO ENTER INTO A SOURCE WATER PROTECTION GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF HEALTH FOR A GRANT IN THE AMOUNT OF \$11,208.26 TO BE USED IN SUPPORT OF RICHFIELD'S CROSS CONNECTION AND BACKFLOW PREVENTION PROGRAM**

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Coleman-Woods to approve consent calendar items 7a-d as presented.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #8	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #9	PUBLIC HEARINGS
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None.

ITEM #10	PROPOSED ORDINANCES
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None.

ITEM #11	RESOLUTIONS
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- a. Labor Agreement with The International Association of Firefighters, Local 1215 (firefighters, lieutenants, and captains) for 2026-2027.

Council Member Coleman-Woods presented the staff report to consider approval of a two-year labor agreement with the International Association of Firefighters, Local 1215, covering firefighters, lieutenants, and captains for 2026–2027. The agreement includes cost-of-living and market adjustments, increases to clothing and equipment allowances, an additional pay step for captains, and updated benefits consistent with other employee groups. Council Member Coleman-Woods noted the proposed action is to approve the agreement and authorize the City Manager to execute it.

Assistant City Manager Thongvanh noted staff were available for questions and expressed appreciation to those involved in the negotiation process, including the city manager, staff, fire chief, union representatives, and Richfield firefighters for their contributions and service to the community.

Council thanked the union representatives and city staff for negotiating in good faith to complete the labor agreement.

**RESOLUTION NO. 2026-12413
 APPROVING LABOR AGREEMENT BETWEEN THE CITY OF RICHFIELD AND THE
 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1215 BARGAINING
 UNIT FOR YEARS 2026-2027**

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to adopt a resolution approving the provisions of the 2026-2027 labor agreement with the International Association of Firefighters, Local 1215, and authorize the city manager to execute the agreements. Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman-Woods.

Motion carried: 4-0

- b. Consider a resolution of support for Metro Transit's recommendation to route the K Line Bus Rapid Transit line on Nicollet Avenue through Richfield.

Council Member Burk presented the staff report supporting Metro Transit's recommendation to route the K Line Bus Rapid Transit line on Nicollet through Richfield.

Kyle O'Donnell Burrows, Metro Transit Arterial BRT Planning Manager, presented Metro Transit's Arterial Bus Rapid Transit (BRT) Plan to identify the next three planned arterial lines. The planned lines would be the J, K, and L lines and would be constructed between 2030 and 2035. Mr. O'Donnell Burrows reviewed evaluation criteria for candidate corridors, with Nicollet Avenue through Minneapolis, Richfield, and Bloomington corridor scoring the highest, and was proposed to be the K Line, after the J Line on West 7th Street in Saint Paul. Mr. O'Donnell Burrows added additional study is planned before selecting the L Line. Mr. O'Donnell Burrows noted the timeline includes recommendations to the Metropolitan Council in early 2026, submission of the J Line for regional solicitation in spring 2026, and initiation of K Line planning in 2027.

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary, to approve the resolution of support for the Metro K Line Project.

Council expressed support for the K Line project and suggested extending the south terminus to the American Boulevard Orange Line station to improve access. Council and staff discussed Nicollet Avenue and 66th Street improvements, noting reconstruction south of 66th Street will begin this summer, while the segment to Highway 62 remains unconfirmed pending inclusion in the County's CIP. Staff confirmed current reconstruction has been coordinated to accommodate future BRT platforms and elements.

**RESOLUTION NO. 2026-12414
SUPPORT FOR THE METRO K LINE PROJECT**

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman.

Motion carried: 4-0

- c. Consider approval of a resolution authorizing the Mayor and City Manager to execute a Memorandum of Understanding with MnDOT related to future improvements at the 76th Street and I-35W Interchange.

Council Member Coleman-Woods presented the staff report for item 11c, authorizing the Mayor and City Manager to execute a Memorandum of Understanding (MOU) with MnDOT for future improvements at the 76th Street and I-35W interchange. Council Member Coleman-Woods reviewed the proposed MOU establishes a process for the City and MnDOT to collaboratively plan and construct the improvements.

**RESOLUTION NO. 2026-12415
AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION RELATED TO PEDESTRIAN AND BICYCLIST SAFETY IMPROVEMENTS AT THE 76TH STREET AND I-35W INTERCHANGE**

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to adopt a resolution authorizing the Mayor and City Manager to execute a Memorandum of Understanding with MnDOT related to future improvements at 76th Street and I-35W interchange.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman-Woods.

Motion carried: 4-0

- d. Consider a resolution approving the project layout and providing Municipal Consent for Phase 2 of the I-494 Corridor Vision Project and repeal Resolution No. 12397.

Council Member Hayford Oleary presented the staff report for item 11d, which outlines the MnDOT request to Council to reconsider municipal consent for a Highway 494 project previously denied on January 13, 2026, due to a condition requiring pedestrian and bicycle safety improvements at the 76th Street and I-35W interchange. Staff have since negotiated a memorandum of understanding with MnDOT to plan and implement these improvements over the coming years. Council Member Hayford Oleary reviewed Project 2 of the 494 Corridor Vision includes E-ZPass lane construction on I-494, pavement reconstruction on I-35W, bridge and interchange upgrades, and related improvements in both Richfield and Bloomington.

**RESOLUTION NO. 2026-12416
 PROVIDING MUNICIPAL CONSENT TO THE MINNESOTA DEPARTMENT OF
 TRANSPORTATION FOR THE I-494 CORRIDOR VISION PROJECT 2 PROPOSED
 FINAL LAYOUT (SP 2785-462) REPEALING RESOLUTION NO 12397**

MOTION: made by Council Member Burk, seconded by Council Member Coleman-Woods to approve the project layout and provide municipal consent for I-494 Corridor Vision Project 2 Proposed Final Layout (SP 2785-462) and repeal Resolution No. 12397.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman.

Motion carried: 4-0

ITEM #12	OTHER BUSINESS
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- a. Consider approval of allocation of awards and agreements for services with the recommended non-profit organizations and authorize the Mayor and City Manager to execute agreements for services between the City of Richfield and the non-profit organizations.

Council Member Burk presented staff report 12a, for approval of allocation of awards and agreements for services with seven non-profit organizations and authorizing the mayor and city manager to execute agreements for services between the city of Richfield and non-profit organizations to be provided in 2026. Council Member Burk noted the 2026 city budget includes funding for organizations that provide social services that are deemed to be of public benefit to the city and the community in general and reviewed the 2026 budget includes \$97,584 for this purpose. Community Development Director Poehlman added this budgeted item received preliminary approval in August and ratified in December of 2025. She noted that a committee evaluates the non-profit organization proposals each year.

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary to approve allocation of awards and agreements for services with the recommended non-profit organizations and authorize the Mayor and City Manager to execute agreements for services between the City of Richfield and the non-profit organizations.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman.

Motion carried: 4-0

- b. Consideration of the alternate appointment to fill vacancy on Advisory Board of Health.

Council Member Hayford Oleary presented staff report 12b, considering appointment of a previously designated alternate to fill a vacancy on the Advisory Board of Health following a commissioner’s resignation.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Coleman-Woods to approve the appointment of Jacob Peterson as Advisory Board of Health Commissioner, commencing on March 10, 2026, and expiring January 31, 2027.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman.

Motion carried: 4-0

ITEM #13	CITY MANAGER’S REPORT
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City Manager Rodriguez reported at the last meeting there were seven speakers, with three people presenting requests or questions not previously addressed. City Manager Rodriguez noted there have been multiple requests for assistance for residents that have been impacted by heightened immigration enforcement whose cars are abandoned and then towed. She noted the towing company that the city uses will charge the towing fee and one day of storage if people can prove that their car was towed because of immigration enforcement. City Manager Rodriguez noted car storage is an expensive portion of the total fee.

City Manager Rodriguez reported on her proposal with Richfield Leadership Network, of a \$5-10,000 contract to assist residents whose vehicles were impounded due to immigration enforcement. She noted Council directed staff to prepare an agreement with Attorney Tietjen and the Richfield Leadership Network. City Manager Rodriguez reviewed the nonprofit board has not yet met to consider the proposal, and the item will be brought back to a future Council meeting. She added the funding may require a modest budget increase of 5–10%, which staff expect can be absorbed without exceeding the executive department’s budget.

City Manager Rodriguez reported an issue brought forth by a resident regarding the temporary emergency pre- eviction notice and requested that it be a permanent pre- eviction notice. City Manager Rodriguez noted that to consider changing it permanently, staff would need to complete more engagement and noted Council discussion for direction.

City Manager Rodriguez noted there was a resident that opined that it is not the city’s responsibility to provide financial support to businesses.

City Manager Rodriguez reported that staff to continue to explore the development of a local program to support struggling businesses and are also advocating at the state level for relief. She noted several businesses have been severely impacted, with up to 10 closures, and mentioned the effects of reduced commercial activity and impacts of shifting property tax burdens onto residents. City Manager Rodriguez added a strong commercial sector is important to the city’s overall health, and staff continue to work on solutions.

City Manager Rodriguez reported on the concern raised by a resident regarding lighting in Richfield, including the blue color and brightness of new LED lights and their impact on people and wildlife. She noted staff, in consultation with Council, are reviewing specific locations, including a specific public works building, and will install shields to direct light downward at the building. She concluded ongoing evaluation and adjustments will continue.

Council clarified the towing item will not be voted on until March 24, allowing residents time to provide input to Council or comment during open forum. Council shared updates on Veterans Park,

including lighting improvements in the parking lot, improvements to trails and the pavilion, and mini-golf concession stand upgrades. Further updates will be provided as the work progresses.

ITEM #14	COUNCIL DISCUSSION
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a. Hats off to Hometown Hits.

Council Member Burk thanked and recognized the Human Rights Commission who accepted the proclamation at the meeting. Council Member Burk complimented the commission for the work they do.

Council Member Coleman-Woods expressed gratitude for being the only Black member and one of the women on the City Council, thanked the City for its proclamations supporting civic participation, and noted excitement about the Richfield basketball team’s progress toward the state tournament.

Council Member Hayford Oleary thanked the residents of Village Shores for their engagement on city issues, including downtown branding and local lakes, and acknowledged staff and the project team for hosting the Wood Lake Nature Center beam-raising ceremony.

Mayor Supple recognized city staff for launching the new website, noting it is a significant improvement. Mayor Supple also highlighted Richfield’s advocacy on state transportation cost participation policies and engagement on municipal impacts of Operation Metro Surge. Mayor Supple acknowledged the Girl Scouts for their ongoing community involvement, including upcoming City Hall tours in April, and participation in Girl Scout Day at the Capitol.

b. Council Liaison Reports

None.

ITEM #15	ADJOURNMENT
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MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary to adjourn the meeting at 8:14 p.m.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, and Council Member Coleman-Woods.

Motion carried: 4-0

Date Approved: March 24, 2026

Mary Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager



Report Prepared By:
Katie Rodriguez, City Manager

Department Director:
Katie Rodriguez, City Manager

Item for Consideration:
Consider approval of an agreement with the Richfield Leadership Network nonprofit to provide social services to the City of Richfield and authorize the Mayor and City Manager to execute the final agreement.

EXECUTIVE SUMMARY

The Transportation Commission submitted the following recommendation to the City Council at their February 24, 2026 Council Meeting.

Directly in response to Operation Metro Surge, the Transportation Commission recommended to City Council to cease the impoundment of abandoned vehicles, excluding instances where the vehicle poses a threat to public safety, and that the City does not issue associated City fines for the impoundment of the vehicle. If fees must be assigned, the Commission recommends the opportunity for fees to be retroactively waived should proof of detainment resulting in the abandonment of the vehicle be provided.

During the City Manager's Report discussion at the meeting, staff shared that relaxing the city's enforcement of abandoned vehicles is likely to have unintended consequences as one of the most common code complaints is illegally parked vehicles. However, cars may be left in a legal parking space, including on the street, for 48 hours. In addition, Public Safety staff have confirmed with the city's towing contractor that if vehicle owners can submit proof that the car was abandoned as the result of immigration enforcement, they will only be charged for the towing fee and 1 day's storage (it is typically the storage fees that result in significant bills). Chief's Towing is a small local business and the targeted fee reduction will provide relief to impacted vehicle owners.

Staff also proposed a social services contract with the Richfield Leadership Network (RLN) for an initial amount of \$5,000, to be increased to a maximum of \$10,000 if needed, to reimburse Richfield residents for towing and impound fees related to immigration enforcement. The City Council directed staff to bring back a draft agreement at a future meeting. The draft of the attached agreement has been approved by the RLN Board of Directors.

RECOMMENDED ACTION

By Motion: Approve an agreement with the Richfield Leadership Network nonprofit to provide social services to the City of Richfield and authorize the

Mayor and City Manager to execute the final agreement.

HISTORICAL CONTEXT

The City of Richfield has historically allocated funds on an annual basis to social service agencies serving the Richfield community.

The City is not authorized to provide grant funding to social service agencies. However, the City can enter into agreements for services with agencies for specific services that are compatible with City activities.

The transportation disruptions caused by Operation Metro Surge were not anticipated when the annual request for proposals for social services was released in November 2025. The agreements with local nonprofits for the full amount of the 2026 budget were approved at the last council meeting.

The City has funded additional social service contracts, outside the annual competitive process, to respond to emergencies in the past. The City contracted with nonprofits for additional social services with pandemic relief funds. In January 2026, the City's Housing and Redevelopment Authority approved an emergency \$50,000 social service agreement for rental assistance with Volunteers Enlisted to Assist People (VEAP), funded by Local Affordable Housing Aid, to stabilize housing for residents impacted by the surge in immigration enforcement.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Operation Metro Surge has sown fear among City residents, particularly in the Hispanic community, causing some residents to avoid going to work, school or visiting local businesses. As a result, residents are facing financial hardship which is expected to result in increased evictions, business closings and other cascading impacts. The proposed contract with RLN will help stabilize transportation for impacted residents, minimizing further financial hardship.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

The City partners with nonprofits as warranted and practical to assist in the delivery of services to City residents.

CRITICAL TIMING ISSUES

Although Operation Metro Surge has ended, immigration enforcement is still at increased levels in the City. It is estimated that there are currently 650 DHS agents in Minnesota, which is more than 4 times historic staffing levels.

FINANCIAL IMPACT

The proposal is to fund the agreement with RLN with a 2026 Revised Budget amendment increasing the social service funding by \$5,000 to \$10,000. The annual competitive process began in November 2025. The proposals have already been scored, and the committee is recommending contracts for the full 2026 budget.

LEGAL CONSIDERATIONS

The City Attorney prepared the proposed contract with the Richfield Leadership Network.

ALTERNATIVE RECOMMENDATION(S)

The Council could amend the proposed agreement or choose not to approve.

ATTACHMENTS

1. Agreement with RLN March 2026

AGREEMENT FOR SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of March 2026, by and between the City of Richfield, a Minnesota municipal corporation (the “City”) and Richfield Leadership Network (“RLN”), a nonprofit corporation.

RECITALS

WHEREAS, in December 2025, federal immigration enforcement action dramatically increased in the Twin Cities metro area as part of its Operation Metro Surge. These actions led to the deployment of approximately 3,000 federal officers to the Twin Cities, a number which exceeds the combined total of the ten largest Twin Cities metro police forces and dwarfs that of the City. The federal immigration enforcement actions led to the arrest of over 4,000 individuals, including the arrest of City of Richfield residents;

WHEREAS, the federal immigration enforcement action has broadly sown fear within the Twin Cities, including among City residents. Retail establishments have temporarily closed causing City residents working for those establishments not to receive expected income. City residents have felt compelled to remain in their homes and miss work to avoid being caught up in or targeted by the federal immigration enforcement action;

WHEREAS, the impact on vehicle towing in Minnesota has been significant due to immigration enforcement actions, requiring arrestees and detainees in the City to incur large towing and storage fees, further destabilizing families financially and creating community-wide public safety concerns;

WHEREAS, the City has the authority to take actions for the good order of the city, the prevention of crime, the protection of public and private property, and the promotion of health, safety, order, convenience, and the general welfare;

WHEREAS, the City may, pursuant to its charter, exercise all powers not inconsistent with law; and

WHEREAS, the City desires to contract with RLN, an organization dedicated to community services, to carry out the designated Contracted Services (financial assistance with vehicle towing and impound fees) and finds that they will promote the health, safety and welfare of the general public by allowing City residents:

- To get to their jobs, which helps minimize financial hardship including the risk of future evictions and workforce shortages due to business closures or reduced hours.
- To access daycare facilities.
- To access friends and family to help with childcare and other needs.
- To take their children to school or recreation programs to minimize the mental health impact of online learning.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and RLN agree as follows:

1. Effective Date, Term, and Period of Performance. This Agreement will be effective upon execution by both parties (“Effective Date”). The term of this Agreement, during which RLN will perform the Contracted Services, will automatically terminate on December 31, 2026, unless earlier terminated by either party in accordance with the terms of this Agreement.
2. Description of Services. RLN will carry out the following Contracted Services:
 - a. Reimburse residents or their designees for vehicle impoundment costs related to immigration enforcement, including arrests, resulting in abandoned vehicles.
3. Payment for Services. The City agrees to provide RLN with a total lump sum payment of an initial amount of \$5,000.00 for the provision of the Contracted Services. The City Manager may increase the amount to a total of \$10,000.00 based on mid-year reports demonstrating further need.
4. To assure coordination of the services between the City and RLN, RLN agrees to do the following:
 - a. Provide services under this Agreement to all persons without regard to race, color, sex, sexual orientation, marital status, status with regard to public assistance or disability, or other persons protected by applicable federal or state laws against discrimination.
 - b. Submit to the City a mid-year report, no later than July 15, 2026, and an end-year report, no later than January 15, 2027, detailing the Contracted Services, including all reimbursement amounts.
 - c. Allow a staff person from the City’s Executive Department to be the designated liaison to RLN and its Board of Directors.
5. Termination. The City may terminate this Agreement before the end of the term, with or without cause, by giving ten (10) days’ written notice to RLN. RLN may terminate this Agreement with written notice to the City if it determines, in its discretion, that administration of the Contracted Services is too burdensome. In that event, RLN will return all unused funds to the City, along with a final report detailing Contracted Services completed through termination of the Agreement.
6. Data Practices. The parties will abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal

By: _____
Name: Katie Rodriguez
City Manager



Report Prepared By:

John Evans, Analyst

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider the approval of a resolution authorizing Recreation Services staff to submit a Minnesota Department of Natural Resources Local Trail Connections Program Grant to connect the Nine Mile Creek Trail to the Southdale Library through Adams Hill Park, and authorizing staff to execute a grant agreement, if awarded, and proceed with the trail connection project.

EXECUTIVE SUMMARY

Recreation Services Staff has been working with Three Rivers Park District planners on a trail connection from the new Southdale Library complex on York Avenue to the Nine Mile Creek Regional Trail. The trail connection would pass through a portion of Adams Hill Park in Richfield and would include a reconstruction of the current trail through the park which has a grade of more than 8%, creating dangerous interactions between bikers and pedestrians.

Three Rivers Park District is funding the trail reconstruction for Adams Hill Park, but costs are higher than what was initially allocated in the Three Rivers Park District CIP. Staff are working with Three Rivers Park District to apply for a Minnesota Department of Natural Resources Local Trail Connections Program Grant to cover the difference.

The grant application requires the approval of a Council resolution authorizing staff to submit the application and to execute a grant agreement, if awarded, and proceed with the project.

RECOMMENDED ACTION

By Motion: Approve the resolution authorizing Recreation Services staff to submit a Minnesota Department of Natural Resources Local Trail Connections Program Grant to connect the Nine Mile Creek Trail to the Southdale Library through Adams Hill Park, and authorizing staff to execute a grant agreement, if awarded, and proceed with the trail connection project.

HISTORICAL CONTEXT

Richfield's Adams Hill Park is located on the western edge of Richfield, bordering on Edina and the property on which the Southdale Library complex is located. The Nine Mile Creek Regional Trail (described west to east) would pass through the library property going east, turn south and pass through a portion of the western edge of Adams Hill Park, then continue to the east along 75th Street.

Adams Hill Park has about 0.6 miles of pedestrian path already and this trail connection would incorporate parts of this path, requiring some modification and realignment. The grant would provide funding for this work.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Making these local trail connections along the Nine Mile Creek Regional Trail provides infrastructure that encourages biking and other forms of pedestrian travel, consistent with the Recreation Services Department's mission to serve all of its residents equitably, provide accessible facilities, and demonstrate stewardship of the natural environment.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

- The reimbursement resolution is standard procedure and necessary to apply for the Local Trail Connections Program Grant.

CRITICAL TIMING ISSUES

In order to submit the application by the deadline defined by the Department of Natural Resources, approval of the resolution is required at this meeting.

FINANCIAL IMPACT

Three Rivers Park District is covering the cost of the trail connection, including the reconstruction of the Adams Hill Park portion of the trail. This grant would cover any funding difference between what Three Rivers Park District has allocated in their CIP and the actual project cost.

LEGAL CONSIDERATIONS

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

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. 2026-03-24 Southdale Trail Connection Resolution

RESOLUTION NO.

RESOLUTION AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE LOCAL TRAIL CONNECTIONS PROGRAM TO CONNECT THE NINE MILE CREEK TRAIL TO THE SOUTHDALE LIBRARY THROUGH ADAMS HILL PARK, AND AUTHORIZING STAFF TO EXECUTE A GRANT AGREEMENT, IF AWARDED, AND PROCEED WITH THE TRAIL CONNECTION PROJECT.

WHEREAS, the City of Richfield supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct a local trail connection serving the residents of the cities of Richfield and Edina and connecting the new Southdale Library Complex with the Nine Mile Creek Regional Trail. The trail connection is located on parkland owned by the cities of Richfield and Edina; and

WHEREAS, the City of Richfield recognizes that its project partner, Three Rivers Park District, has secured \$33,334 in non-state cash matching funds for this project; and

WHEREAS, if the City of Richfield is awarded a grant by the Minnesota Department of Natural resources, the City of Richfield agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Richfield will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement.

NOW, THEREFORE, BE IT RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connection Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award; and

BE IT FURTHER RESOLVED, that the City Council of the City of Richfield names the fiscal agent for the City of Richfield for this project as:

Mary Bogie, Finance Director
City of Richfield, MN
6700 Portland Ave
Richfield, MN 55423
mbogie@richfieldmn.gov, 612-861-9723

BE IT FURTHER RESOLVED, the City of Richfield hereby assures the Southdale Library Trail Connection will be maintained for a period of no less than 20 years.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of March, 2026.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

2026-3-24 Trail Connection DNR Grant



Report Prepared By:
Joe Powers, City Engineer

Department Director:
Kristin Asher, Public Works Director

Item for Consideration:
Consider approval of a Stormwater Maintenance Agreement between the City of Richfield and Best Buy Co. Inc. and authorize the Mayor and City Manager to execute the agreement.

EXECUTIVE SUMMARY

As part of the original construction of the Best Buy corporate campus, two stormwater ponds and various storm sewer infrastructure were constructed to collect and treat stormwater on the campus. A maintenance agreement between the City and Best Buy was drafted, but for unknown reasons was never executed. City staff have worked with Best Buy to draft a new maintenance agreement meeting the original agreement intent, which requires that Best Buy maintain the existing stormwater infrastructure on the campus.

RECOMMENDED ACTION

Approve a Stormwater Maintenance Agreement between the City of Richfield and Best Buy Company, Inc., and authorize the Mayor and City Manager to execute the agreement.

HISTORICAL CONTEXT

- A maintenance agreement was drafted during the development of the original Best Buy corporate campus, but was never executed.
- The existing storm water ponds did not receive adequate maintenance for many years, which led to City staff investigating and discovering that no executed agreement existed.
- City staff have worked with Best Buy over the past two years to prioritize a pond maintenance project (currently underway by Best Buy) and draft a new maintenance agreement outlining responsibilities for ongoing maintenance and reporting.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Executing this maintenance agreement and ensuring ongoing maintenance of the stormwater facilities on the Best Buy campus helps meet the strategic priority of Sustainable Infrastructure, by ensuring that existing infrastructure is operational and helping the City meet environmental standards.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

Ongoing maintenance of the stormwater infrastructure on the Best Buy campus helps the City meet stormwater quality goals under the City's Municipal Separate Storm Sewer System (MS4) permit.

CRITICAL TIMING ISSUES

Approval of this agreement will ensure that the City is able to enforce maintenance requirements if needed and perform work on the Best Buy campus if maintenance responsibilities are not met.

FINANCIAL IMPACT

None.

LEGAL CONSIDERATIONS

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

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

- 1. Stormwater Maintenance Agreement - March 24, 2026

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of March, 2026, by and between the City of Richfield, a Minnesota municipal corporation (the “City”) and Best Buy Co., Inc., a Minnesota corporation (the “Owner”).

WITNESSETH:

WHEREAS, Owner is the fee owner of certain real property located in Hennepin County, Minnesota and legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, pursuant to an Easement Agreement dated February 21, 2002, and recorded in the Office of the Hennepin County Registrar of Titles on April 5, 2002, as Document No. 3526452 (the “Easement”), Owner conveyed an exclusive, perpetual easement to inspect, protect, operate, maintain, alter, abandon, relocate, repair, replace, substitute and remove certain underground lines, pipes and related storm sewer facilities and appurtenances thereto (the “Stormwater Improvements”) for the benefit of the Property and the subwatershed; and

WHEREAS, pursuant to the Easement, the Owner’s grant of an easement included the right to ingress and egress to and from the Property for the purpose of inspecting, protecting, operating, maintaining, altering, abandoning, relocating, repairing, replacing, substituting and removing the Stormwater Improvements; and

WHEREAS, said Stormwater Improvements include stormwater ponds, inlets and outfalls, an outlet control structure, and stormwater improvements, as depicted on Exhibit B attached hereto; and

WHEREAS, the parties intend to enter into this Agreement for future maintenance of said Stormwater Improvements.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Owner shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Owner shall adhere to the schedule for the periodic inspection and maintenance of the Stormwater Improvements attached hereto as Exhibit C. The Owner shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance shall be the obligation of the Owner.

2. City’s Rights. The City may inspect the Stormwater Improvements at any time and shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to perform such inspections. The City agrees to use reasonable efforts to give prior notice to Owner for any such entry and inspections. Additionally, the City may maintain the

Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Owner has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and all other requirements contained herein and such failure continues for 30 days after the City gives the Owner written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Owner is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Owner does not complete the maintenance tasks within the required time period after such notice is given by the City, the City may do so itself and, accordingly, the City shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to the Stormwater Improvements to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Owner, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Owner fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of Owner's receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer, the City shall give reasonable notice to Owner of the emergency and the needed repairs, and if Owner does not promptly initiate the required repairs, then the 30-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, by the Owner or the Owner's agents, contractors or employees, without regard to any inspection or review made or not made by the City, its agents or employees. The City hereby agrees to indemnify and hold harmless the Owner and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement by the City or the City's agents, contractors or employees.

4. Costs of Enforcement. The Owner agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees, after providing written notice to Owner and a reasonable opportunity to cure.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes,

sections 444.16 to 444.21 or any other law to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall be sent by nationally recognized overnight courier or be sent by U.S. first class mail, postage prepaid, and addressed to the other party as indicated below:

a) as to Owner: Best Buy Co., Inc.
7601 Penn Avenue South
Richfield, MN 55423
Attention: Legal Real Estate (B6)

b) as to City: City of Richfield
6700 Portland Avenue
Richfield, MN 55423
Attention: City Engineer

With a copy to: Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
Attention: Richfield City Attorney

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns; City Policy. The terms and conditions of this Agreement shall run with the Property. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. Notwithstanding the City's longstanding policy and practice of requiring that stormwater facilities, including the Stormwater Improvements, be privately inspected and maintained by the respective property owners served by them, nothing contained in this Agreement shall be interpreted to prohibit or in any way limit the City from amending that policy and practice, via ordinance or otherwise, and taking over such inspection and maintenance responsibilities, if deemed necessary and lawful by the City in its sole discretion and irrespective of the Owner's compliance with the provisions contained herein; provided that if the City makes this election it shall give notice of the same to Owner.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

[signature pages to follow]

EXHIBIT A

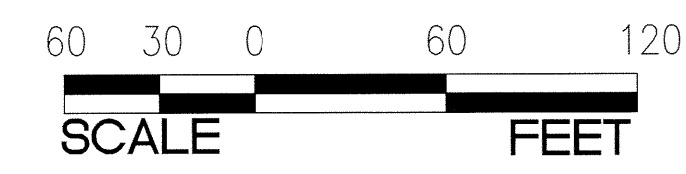
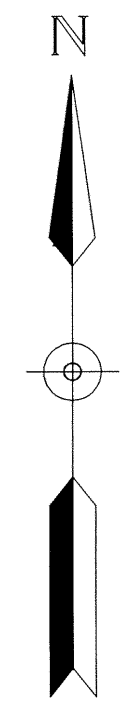
Legal Description of the Property

Lot 1, Block 1, Best Buy Campus, according to the recorded plat thereof, Hennepin County, Minnesota.

(Abstract and Torrens Property)

EXHIBIT B

Depiction of Location of Stormwater Improvements



LEGEND

	Exist. San. sewer manhole
	Prop. san. sewer manhole
	Exist. watermain
	Prop. watermain
	Exist. gatevalve
	Prop. gatevalve
	Exist. hydrant & valve
	Prop. hydrant & valve
	Exist. post indicator valve
	Prop. post indicator valve
	Exist. storm sewer
	Prop. storm sewer
	Exist. curb-inlet catch basin
	Prop. curb-inlet catch basin
	Exist. storm sewer m.h. / c.b.
	Prop. storm sewer m.h. / c.b.

GENERAL NOTES

- All storm sewer trenches located beneath bituminous areas, sidewalks, or other structures shall be backfilled in lifts not exceeding 12" and shall be compacted to 95% of standard proctor density.
- Mechanical contractor shall extend Storm sewer piping to 5 ft. outside of the exterior walls for the 4 buildings, parking ramp, and hub.

Pond High Water Level

Structures and Outfalls to Maintain

Conveyances to Maintain

ISSUE RECORD

01/26/01	City Submittal
02/26/01	Contract Set
03/09/01	Ramp Permit Set
04/05/01	Watershed Dist.
06/20/01	Review Set
06/26/01	City Submittal
10/01/01	Gen. Rev.1
11/16/01	Gen. Rev.2

DESIGN NUMBER
M30053
PROJECT NUMBER

DATE

PROJECT MANAGER
G. SPEVACEK
DRAWN BY
R. STEINHOFF
CHECKED BY
M. LEDERLE

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PREPARED FOR
OPUS
Opus Northwest

10350 Bren Road West
Minnetonka, Mn. 55343
(952)656-4700 (952)656-4529

PROJECT
BEST BUY CAMPUS

LOCATION
RICHFIELD, MN.

SHEET TITLE
STORM SEWER PLAN: GRAVITY

SHEET NUMBER
C5

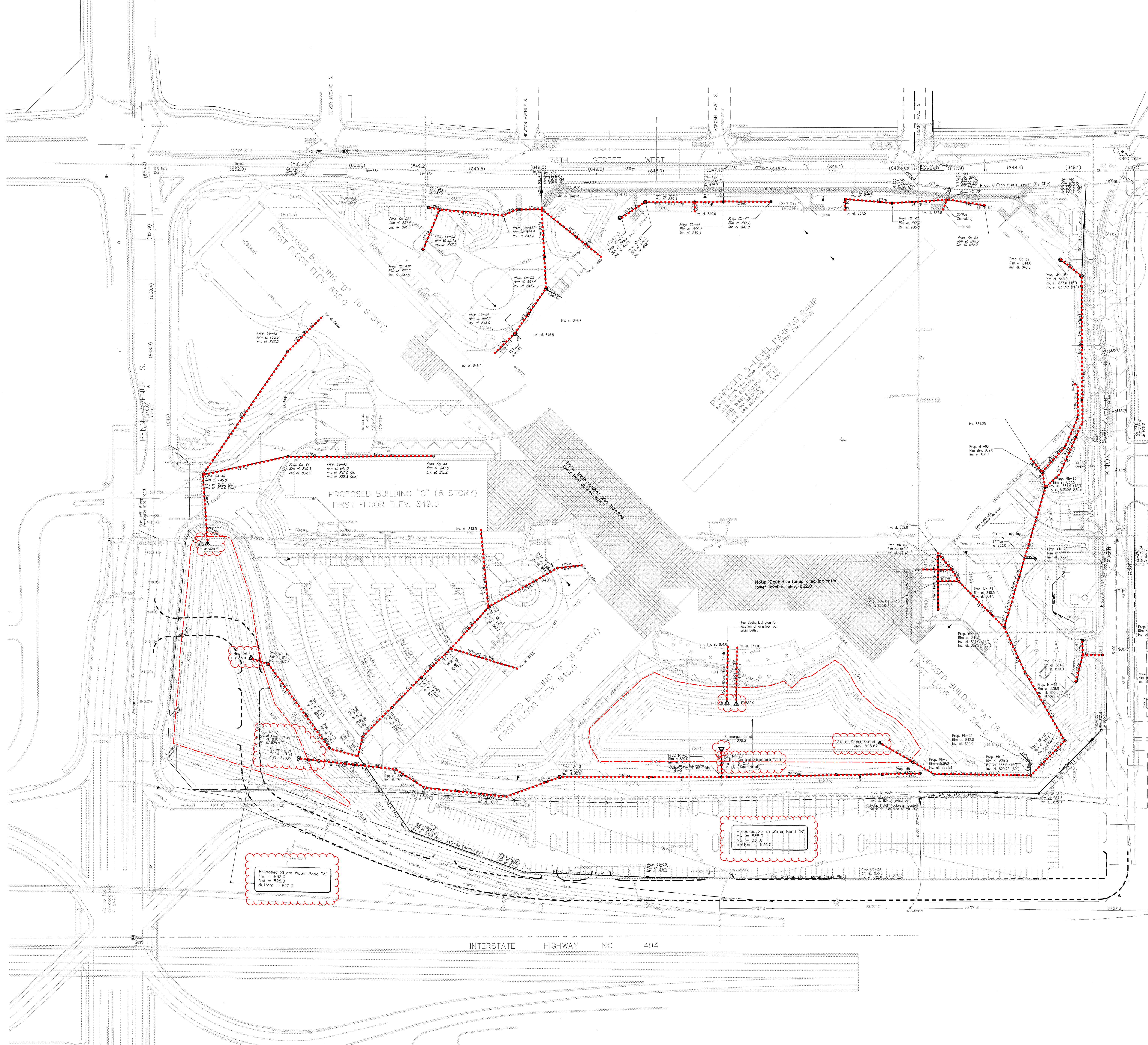


EXHIBIT C

Inspection and Maintenance Schedule

The purpose of the stormwater retention ponds is to act as rate control and water quality treatment via settling of suspended solids. The ponds receive runoff from parking areas and rooftop drainage, and outlet to the storm sewer mains beneath I-494. Storm Pond A, located on the West central portion of the site, was designed for a normal water level (NWL) of 828.0 ft., a bottom depth of 820.0 ft. at the deepest point, and to outlet via a partially submerged outlet with its invert elevation at 826.0 ft. Storm Pond B, located at the South central portion of the site, was designed for a NWL of 831.0 ft, a bottom elevation of 824.0 at its deepest point, and to outlet via an outlet control structure.

These ponds and adjacent structures must be inspected regularly to ensure correct function is maintained. This includes the outlet control structure on Pond B and the five outfalls discharging runoff from the Best Buy Campus into the ponds, two to Pond A and three to Pond B . Refer to Exhibit B for outfall and control structure locations.

Stormwater conveyances, including pipes, catch basins, manholes, and other structures such as trench drains require periodic maintenance and repair. The Owner shall be responsible for maintaining all such conveyances located on and servicing the Property, as depicted in Exhibit B.

The following maintenance schedule describes, in brief, the inspection requirements for the stormwater improvements. Annual reports should be submitted to the City describing inspection results and any maintenance actions taken.

Structure	Action	Frequency
Storm Pond A	Inspect for sediment accumulation and overall function, including the following information: <ul style="list-style-type: none"> • Soil erosion/embankment condition • Vegetated buffer condition • Sediment accumulation at outfalls • Sediment accumulation throughout the pond • Illicit discharges: any contaminants, spills, etc. that may or have entered the stormwater system. 	At least once annually
Storm Pond A	Dredge to remove accumulated sediment.	As needed based on inspection results
Storm Pond B	Inspect for sediment accumulation and overall function, including the following information: <ul style="list-style-type: none"> • Soil erosion/embankment condition • Vegetated buffer condition • Sediment accumulation at outfalls 	At least once annually

	<ul style="list-style-type: none"> • Sediment accumulation throughout the pond <p>Illicit discharges: any contaminants, spills, etc. that may or have entered the stormwater system.</p>	
Storm Pond B	Dredge to remove accumulated sediment.	As needed based on inspection results
Outlet Control Structure	Inspect for structural integrity, sediment accumulation, and signs of illicit discharge.	At least once annually
Outfalls	Inspect for structural integrity and signs of illicit discharge.	At least once annually
Conveyances, Catch Basins, and Manholes	Maintain in a state of good repair.	As needed based on structure and storm sewer condition.



Report Prepared By:

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Consider approval of a contract renewal with Adesa Minneapolis for 2026 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 2026.

RECOMMENDED ACTION

By Motion: Approve the renewal of the 2026 auction service contract between the City of Richfield and Adesa Minneapolis, for the auctioning of forfeited vehicles from Public Safety/Police.

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 2026. No changes were made to the services they provide.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

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

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.

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.

LEGAL CONSIDERATIONS

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.

ATTACHMENTS

1. 2026-03-24 Adesa Contract 2026

**AGREEMENT BETWEEN THE CITY OF RICHFIELD
AND ADESA MINNEAPOLIS**

THIS AGREEMENT is made and entered into this 1st day of January, 2026 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as "ADESA").

WITNESSETH

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

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

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

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

I. TERM OF AGREEMENT

The term of this Agreement shall begin January 1st, 2026 and shall continue until December 31, 2026, subject to termination as provided in Article IV.

II. DUTIES OF ADESA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. DUTIES OF THE CITY

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

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

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

property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of City.

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

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

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

IV. TERMINATION

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

take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

V. MISCELLANEOUS

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

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

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

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

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

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

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

CITY OF RICHFIELD

DATED: _____

BY: _____
Director of Public Safety

DATED: _____

BY: _____
City Manager

ADESA MINNEAPOLIS General Manager

DATED: 2/23/2024

BY: John Anderson

ADESA Minneapolis General Manager Name

DATED: 2/23/2024

BY:  _____

ADESA Minneapolis Signature



City Council Meeting 3/24/2026
Agenda Section: Other Business
Agenda Item: 12.a.

Report Prepared By:

Mark McKinley, Administrative Assistant

Department Director:

Katie Rodriguez, City Manager

Item for Consideration:

Consider a correction to an alternate appointment to fill a vacancy on the Advisory Board of Health and approval of Erik Porter as Advisory Board of Health Commissioner.

EXECUTIVE SUMMARY

An administrative error by staff led to the appointment of the incorrect alternate commissioner to the Advisory Board of Health at the March 10, 2026 meeting. Staff is recommending City Council remove the incorrectly appointed commissioner from the Advisory Board of Health and approve the appointment of Erik Porter as Advisory Board of Health Commissioner. Erik was the designated alternate for the Advisory Board of Health. The incorrectly appointed commissioner, Jacob Pederson, will be appointed to his designated seat with the Planning Commission in a separate report and motion. The two commissions have been notified and staff confirmed that the error does not affect meeting quorum, and neither commissioner has participated in or voted at any meetings pending these corrections.

RECOMMENDED ACTION

By Motion:

- 1. Remove alternate Jacob Pederson as Advisory Board of Health Commissioner.**
- 2. Approve the appointment of Erik Porter as Advisory Board of Health Commissioner commencing on March 24, 2026 and expiring January 31, 2027.**

HISTORICAL CONTEXT

City Council interviews candidates yearly in November and designates commission appointees and alternates in case a vacancy arises. City advisory boards and commissions are established by City ordinance or resolution.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Ensuring Council's designated alternates are appointed correctly allows the city to work towards fulfilling the Council's vision for the city.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

Richfield Municipal Code Section 305.01 Subd. 6 states City Council may remove commissioners at any time for any reason. This was an administrative error by staff and the incorrectly appointed alternate will be appointed to their correct vacancy.

CRITICAL TIMING ISSUES

It is important to correct this issue before meeting quorum is impacted.

FINANCIAL IMPACT

None.

LEGAL CONSIDERATIONS

None.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

None



City Council Meeting 3/24/2026
Agenda Section: Other Business
Agenda Item: 12.b.

Report Prepared By:

Mark McKinley, Administrative Assistant

Department Director:

Katie Rodriguez, City Manager

Item for Consideration:

Consider alternate appointment to fill a vacancy on the Planning Commission.

EXECUTIVE SUMMARY

City Council interviews candidates yearly in November and designates commission appointees and alternates in case a vacancy arises. City Council designated Jacob Pederson as an alternate appointment. A Planning commissioner has vacated their seat and Jacob Pederson has agreed to join the Planning Commission with the term expiring January 31, 2027. Maintaining a full roster allows for more flexibility in instances where a quorum is needed to conduct official business.

RECOMMENDED ACTION

By Motion: Approve the appointment of Jacob Pederson as Planning Commissioner commencing on March 24, 2026 and expiring January 31, 2027.

HISTORICAL CONTEXT

Jacob Pederson was interviewed by City Council in November 2025 and designated as alternate Planning Commissioner in case a vacancy arises.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Maintaining a full commission roster allows for a diverse range of perspectives to be shared during each commission meeting.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

None.

CRITICAL TIMING ISSUES

It is important to appoint a replacement to ensure quorum at meetings.

FINANCIAL IMPACT

None.

LEGAL CONSIDERATIONS

None.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

None