



Richfield City Council Agenda

June 9, 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 the City Council Work Session from May 26, 2026.**
 - b. **Meeting Minutes from the City Council Meeting from May 26, 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**
 - a. **Proclamation celebrating Juneteenth.**
 - b. **Proclamation celebrating Ava Wiederholt.**
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. **Consideration of a Professional Service Agreement with TC2 to assist the City with the 2050 Comprehensive Plan update.**
 - c. **Resolution supporting the City of Richfield's selection to host a Minnesota GreenCorps Member.**
 - d. **Consider a resolution authorizing the Mayor and City Manager to execute two Active Transportation Grant Agreements with the Metropolitan Council.**
8. **Consideration of Items, if Any Removed From Consent Calendar**
9. **Public Hearings**
10. **Proposed Ordinances**
11. **Resolutions**
 - a. **Consideration of a policy for use of the 4d (1) tax classification as a tool to create and preserve affordable housing.**
12. **Other Business**
 - a. **Consider and approve either a 46-day in-person or an 18-day early voting period for 2026 based on new election legislation passed on May 15, 2026, establish an absentee ballot board with Hennepin County, and a city absentee ballot board on election days, and as needed throughout the 46 days of absentee voting.**
13. **City Manager's Report**
14. **Council Discussion**
 - a. **Hats off to Hometown Hits**
 - b. **Council Liaison Reports**
15. **Closed Session**
 - a. **Closed Session City Manager Evaluation.**
16. **Adjournment**

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

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 May 26, 2026

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| ITEM #1 | CALL TO ORDER |
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Mayor Supple called the work session to order on May 26, 2026, at 5:45 p.m., in Bartholomew Conference Room.

Council Present: Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, and Sharon Christensen.

Excused: Rori A. Coleman-Woods.

Staff Present: Katie Rodriguez, City Manager; Chris Link, Assistant Public Works Director; Joe Powers, City Engineer; and Michelle Friedrich, City Clerk.

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| ITEM #2 | ITEM DISCUSSION |
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a. Sidewalk and Tree Planting Discussion

City Engineer Powers introduced the sidewalk and tree policy and Assistant Public Works Director Link led a discussion on the future of the City’s sidewalk policy, including residential street design, tree placement, sidewalk construction, maintenance responsibilities, and long-term planning considerations. Council generally supported planting boulevard trees 7–10 feet from the curb with consistent placement by block to preserve tree health and maintain flexibility for future sidewalk installation. Council and staff favored a context-sensitive approach to residential sidewalks, prioritizing collector streets, school routes, and other high-use pedestrian corridors, while considering sidewalk installation during future street reconstruction projects. Further discussion included balancing pedestrian connectivity, urban tree canopy, parking, roadway space, ADA accessibility, construction and maintenance costs, snow removal responsibilities, stormwater impacts, and long-term funding options. Council expressed interest in exploring a potential petition process for neighborhood-requested sidewalks, including possible assessments, and generally supported sidewalks on both sides of collector streets while maintaining flexibility based on roadway conditions. Council also emphasized the importance of public engagement through the Comprehensive Plan process, requested opportunities to review high-level engagement questions, and supported using multiple outreach methods to gather community feedback.

Staff concluded necessary information to proceed was received and noted Council direction to continue developing policy options, engagement strategies, and recommendations for future Council consideration.

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| ITEM #3 | ADJOURNMENT |
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Mayor Supple adjourned the work session at 6:52 p.m.

Date Approved: June 8, 2026

Mary B. Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

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CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Council Regular Meeting

May 26, 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 May 26, 2026, in the Council Chambers.

Council Present: Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, and Sharon Christensen.

Excused: Rori A. Coleman-Woods.

Staff Present: Katie Rodriguez, City Manager; Sam Ketchum, serving in place of Mary Tietjen, City Attorney; and Michelle Friedrich, City Clerk.

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

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| ITEM #3 | APPROVAL OF THE 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 Christensen.

Motion carried: 4-0

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| ITEM #4 | APPROVAL OF MINUTES |
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MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk to approve the minutes of the (4a) City Council Work Session from May 12, 2026, and (4b) Regular Meeting from May 26, 2026.

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

Motion carried: 4-0

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| ITEM #5 | OPEN FORUM |
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Mayor Supple noted the process for 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. Instructions were given for speakers to state their name and city of residence before speaking.

One resident addressed the Council during the Open Forum opportunity.

Birgit Johnson, Richfield resident, discussed a recent police shooting, emphasizing the importance of reporting suspicious activity, addressing property crime through law enforcement, and maintaining respectful public discourse. Ms. Johnson reflected on the circumstances of the deceased individual, acknowledged broader social challenges and the demands placed on law enforcement, and raised questions about firearm access, accountability, and prevention measures.

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| ITEM #6 | PROCLAMATIONS AND PRESENTATIONS |
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- a. Proclamation Celebrating Pride Month.

Mayor Supple read the proclamation celebrating Pride Month. The proclamation was received by Kim Lutz.

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

- a. Approve Disbursements/Claims

| U.S. BANK | Thru 05-22-2026 |
|--|------------------------|
| A/P Checks/ETF's: (05-02-2026 thru 05-14-2026) | \$2,694,807.28 |
| Payroll (5-22-2026) | <u>\$1,110,829.06</u> |
| TOTAL | \$3,805,636.34 |

- b. Approve a work order in the amount of \$680,570 with Stantec Consulting Services, Inc., for engineering services for the 69th Street Reconstruction Project.
- c. Consider approval of a request for a new Secondhand Goods Dealer License for EcoATM, LLC, located at 826 West 66th Street (inside Speedway).
- d. Consider the approval of the second reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries for 2027 and 2028 and summary publication of said ordinance.

BILL NO. 2026-05

AMENDING SUBSECTION 210.01 OF THE CITY CODE RELATED TO CITY COUNCIL SALARIES FOR 2027 AND 2028

RESOLUTION 12425

APPROVING SUMMARY PUBLICATION OF AN ORDINANCE PERTAINING TO CITY COUNCIL SALARIES (BILL 2026-05)

MOTION: made by Council Member Burk, seconded by Council Member Christensen, to approve consent calendar items 7a-d as presented.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford O'leary, and Council Member Christensen.

Motion carried: 4-0

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

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| ITEM #9 | PUBLIC HEARINGS |
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None.

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| ITEM #10 | PROPOSED ORDINANCES |
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None.

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| ITEM #11 | RESOLUTIONS |
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None.

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| ITEM #12 | OTHER BUSINESS |
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a. Consider an alternate appointment to fill vacancy on the Human Rights Commission. Council Member Burk presented staff report 12a to consider an alternate appointment of Jocelynn Klos to the Human Rights Commission with a term commencing on May 27, 2026, and expiring on January 31, 2029.

MOTION: made by Council Member Burk, seconded by Council Member Christensen, to appoint Jocelynn Klos to the Human Rights Commission with a term commencing on May 27, 2026, and expiring on January 31, 2029.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford O'leary, and Council Member Christensen.

Motion carried: 4-0

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| ITEM #13 | CITY MANAGER'S REPORT |
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City Manager Rodriguez expressed appreciation to Representative Mike Howard, Senator Melissa Wiklund, city council members, the mayor, and Public Works staff for their efforts in securing

\$2 million in funding for the Nicollet Avenue reconstruction project, and for supporting related advocacy and bonding activities.

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

Council Member Christensen noted nothing to report at this time.

Council Member Hayford Oleary thanked the Honoring All Veterans Memorial Board for its Memorial Day event and reported on a recent infrastructure tour hosted for approximately 25 attendees from across the country. Council Member Hayford Oleary shared that participants expressed positive feedback about the city's infrastructure projects and noted a conversation about the rainbow roundabout, which highlighted significance as a welcoming community symbol for some visitors.

Council Member Burk commented on the appearance of the newly completed pool facility, expressing appreciation to residents who supported funding for the project. Council Member Burk encouraged community members to visit and enjoy the facility.

Mayor Supple recognized National Public Works Week and thanked the Public Works Department for its contributions to city operations and public safety. Mayor Supple also expressed appreciation to the Honoring All Veterans Memorial Board and volunteers for organizing the Memorial Day ceremony, which included musical performances by the Richfield Symphonic Band, a color guard presentation, a flyover performance by the T6 Thunder, and remarks from keynote speaker Lieutenant Lee of the Special Guerrilla Unit, recently recognized as veterans by the State of Minnesota.

b. Council Liaison Reports

No reports were discussed.

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| ITEM #15 | ADJOURNMENT |
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MOTION: made by Council Member Christensen, seconded by Council Member Burk to adjourn the meeting at 7:19 p.m.

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

Motion carried: 4-0

Date Approved: June 8, 2026

Mary Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager



Proclamation of the City of Richfield

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring “that all persons held as slaves” within the rebellious states “are, and henceforward shall be free”; and

WHEREAS, the Emancipation Proclamation did not apply to states loyal to the Union, including border states with a considerable enslaved population; and

WHEREAS, many slaveholders worked to keep word of the proclamation from enslaved persons, and some went so far as to forcefully relocate over 150,000 enslaved Black persons into Texas; and

WHEREAS, on June 19th, 1865, over two years after the Emancipation Proclamation was issued and two months after the surrender of the Confederacy, over 250,000 Black Americans embraced freedom by executive decree in what became known as Juneteenth, or Freedom Day; and

WHEREAS, Juneteenth marks our country’s second Independence Day, celebrating freedom and justice, and emphasizing the achievements of Black Americans after gaining their freedom; and

WHEREAS, in the wake of the Civil War, the Constitution of the United States was amended for the 14th time to include the promise that America will not “deny to any person within its jurisdiction the equal protection of the laws,” and

WHEREAS, the City of Richfield is committed to doing the work required to deconstruct systemic racism, honor the promise of the 14th Amendment, and secure an equitable future for all citizens;

Now, THEREFORE, I, Mary Supple, mayor of Richfield, on behalf of the Richfield City Council, do acknowledge the relevance of June 19, 1865 as commemorate June 19th, 2026 as Juneteenth Freedom Day in the City of Richfield, and call on the people of Richfield to observe this day with appropriate programs, activities and ceremonies, and continue to honor the contributions of African Americans throughout the year.

PROCLAIMED this 9th day of June, 2026.

Mary B. Supple, Mayor



Proclamation of the City of Richfield

WHEREAS, The City of Richfield is proud to recognize and celebrate residents who demonstrate community spirit, perseverance, and leadership through their accomplishments and dedication to growth; and

WHEREAS, Ava Wiederholt, a 17-year-old athlete and Richfield resident, has shown extraordinary dedication and determination in earning a gold medal at the state level in artistic gymnastics and qualifying for the USA Special Olympics Games at the University of Minnesota this June; and

WHEREAS, Ava's gymnastics journey started at 8 years old and has been fueled by ambition, tenacity, and constant support from her friends, family, and coaches; and

WHEREAS, Gymnastics has helped Ava sharpen her leadership skills with younger kids and new teammates, as well as emboldening her to try new things with confidence; and

WHEREAS, Outside of gymnastics, Ava enjoys dancing, cheerleading, being on the adaptive bowling team, crocheting, bracelet making, and painting; and

WHEREAS, Ava encourages everyone to get involved with the Special Olympics in some way; There are many different sports from traditional ones and her advice to inspire young athletes is to always try, never give up, and train hard; and

WHEREAS, The City of Richfield celebrates Ava's accomplishments and recognizes the pride and inspiration she brings to our residents through leading by example;

NOW, THEREFORE, I, Mary Supple, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim June 9, 2026, as Ava Wiederholt Day in the City of Richfield and urge Richfield residents to support the Special Olympics games through volunteering on the Special Olympics USA website and attending June 20 through 26 at the University of Minnesota.

PROCLAIMED this 9th day of June, 2026.

Mary B. Supple, Mayor



Report Prepared By:
Sam Crosby, City Planner

Department Director:
Melissa Poehlman, Community Development Director

Item for Consideration:
Consideration of a Professional Service Agreement with TC2 to assist the City with the 2050 Comprehensive Plan update.

EXECUTIVE SUMMARY

In the seven-county metro area, cities, towns and counties are required to update their Comprehensive Plan every 10 years, which is a substantial undertaking that requires significant time and resources beyond staff's capacity. To aid in this task, staff published a Request for Proposals and received four responses (WSB, Confluence, Bolton & Menk, and TC2). Staff held in-person interviews with both Bolton & Menk and TC2. While both firms were excellent candidates, based on their knowledge of the City and creative public engagement strategy, staff is recommending that the City hire TC2. TC2 has assembled a team tailored to serve the City of Richfield's specific needs, including members from the firms HKGi, Humanize MN, and Zan and Associates. Staff is confident that the team assembled by TC2 has the knowledge and skills to best guide us through this process. TC2 will provide these services at a cost not-to-exceed \$149,930.

RECOMMENDED ACTION

By Motion: Approve the Professional Services Agreement with TC2 for the Comprehensive Plan update.

HISTORICAL CONTEXT

- The Request for Proposals was released on February 13, 2026.
- Proposals were due March 27, 2026.
- A subcommittee of staff from across various departments reviewed the proposals and narrowed the pool to Bolton & Menk and TC2.
- Interviews were held on April 21, 2026.
- City staff and the consultants participated in a joint brainstorming session to formulate the approach for public engagement on May 11, 2026. The consensus was that young people, Latinx, and those that are typically under-represented should be the areas of focus regarding outreach. Also, that engagement should be creative, innovative, and fun, with the first phase focused on listening and the second phase focused on discussion.

- Through refining the scope, the commission and board engagement was streamlined (one steering committee, joint work sessions) and city-wide post mailings were added.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity:

Outreach and engagement must reach a broad and diverse spectrum of the community in order to plan for the future equitably. The City must employ intentional strategies to actively and meaningfully engage underrepresented communities, such as partnering with community-based leaders, using multiple languages, and reaching out directly to historically marginalized groups.

Ultimately, the Comprehensive Plan itself will help guide the City's decisions in areas impacting equity, such as strengthening affordable housing, enhancing access to multi-modal transportation, and targeting improvements in historically dis-invested areas.

Strategic Plan:

Updating the Comprehensive Plan supports three of the five strategic outcomes: community development, sustainable infrastructure and equity and inclusion.

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

In the seven-county metro area, cities, towns and counties are required to update their Comprehensive Plan every 10 years. Local Comprehensive Plans must align with the Metropolitan Council's Regional Plan.

CRITICAL TIMING ISSUES

- Local plans are due to the Metropolitan Council by December 31, 2028. Prior to this submittal, there is a six-month adjacent jurisdiction review period.
- While an exact timeline is still being worked out, it is anticipated that the process will kick-off later this year, with the bulk of engagement spanning 2027.

FINANCIAL IMPACT

- Total estimated cost for the preparation of the City's Comprehensive Plan is approximately \$150,000.
- To help manage costs, staff will play a significant role in the preparation and coordination of the Comprehensive Plan.
- The Community Development department budgets \$12,850 annually in order to avoid an exceptionally large budget increase in years when Comprehensive Planning is underway.
- The remaining \$21,500 will be split between the 2027 and 2028 Community

Development budgets.

LEGAL CONSIDERATIONS

State Statute 473.858 requires local governments within the seven-county metro area to review, and, if necessary, update their comprehensive plan to reflect the metropolitan system statement within three years of receipt.

ALTERNATIVE RECOMMENDATION(S)

Decide not to hire the TC2 team.

ATTACHMENTS

1. TC2_Proposal
2. Comp_Plan_Contract_TC2_5-29-26

PROPOSAL FOR RICHFIELD 2050 COMPREHENSIVE PLAN

MARCH 27, 2026



In partnership with HKGi, Humanize MN, and Zan Associates



March 27, 2026
Sam Crosby, AICP
City Planner
City of Richfield
6700 Portland Avenue
Richfield, MN 55423



Subject: City of Richfield 2050 Comprehensive Plan

Dear Sam,

It's that time again when 181 communities across the region begin the important work of updating their Comprehensive Plans to align with Metropolitan Council requirements. While we'd love to collaborate with every community, we know the most meaningful partnerships come from prioritizing where we can make the greatest impact. **Richfield is at the top of our list.**

The TC2 crew truly enjoys working with Richfield, and we would be honored to help carry your vision forward through another successful update process. Our familiarity with Richfield's unique character and aspirations gives us a strong foundation to build upon, ensuring this update is not just a compliance exercise, but a strategic roadmap for the future.

Lance Bernard will serve as the Project Manager with over 20 years of experience in community planning and a frequent collaborator in Richfield, having led the last Comprehensive Plan update. TC2's team is complemented by Community Liaisons from **Humanize MN** and **Zan Associates**, who will play a key role in leveraging established relationships with community-based organizations and community members to help guide the update process. TC2 will also be joined by **Jeff Miller, AICP from HKGi**, who will provide technical support for the housing analysis and subarea updates.

We're excited about the chance to work with you and the community as you begin this ten-year update. More importantly, **we're committed to making sure this update is a community-driven plan and brings a fresh perspective** that reflects today's changing markets and trends that weren't part of the conversation during the last update. If you have any questions, I can be reached at 320-420-7768 or lbernard@transportationcollaborative.com.

Sincerely,

Lance Bernard, Director of Planning

OUR CONNECTION TO RICHFIELD

Our team brings more than 20 years of experience working with Richfield and the surrounding communities, giving us a real understanding of where the community has been and where it hopes to go. Over time, the work we've done and the relationships we've built have made Richfield feel like home. More importantly, we offer fresh perspectives and show up as innovators, collaborators, and listeners who care deeply about helping the community move forward in a way that feels true to its character and goals. Below are examples of our team's experience in and around the community.

- 2026 Public Works Consulting Services Pool
- 66th Street Reconstruction (Hennepin County)
- Day-to-Day Planning Services for Community Development
- Edina Comprehensive Plan Update (2018)
- I-35W at I-94 (MnDOT)
- I-494 Mixed-Use Redevelopment Opportunities Brochure & RFI
- I-494/I-35W Interchange Study (MnDOT)
- I-494/TH 62 Feasibility Study (MnDOT)
- Interim Transportation Planner for Public Works
- Livable Communities Grant Assistance
- Missing Middle Zoning Ordinance Updates
- Morningside Neighborhood Flood Mitigation Study (Edina)
- Nicollet Avenue Reconstruction in Bloomington (Hennepin County)
- Nicollet Avenue Reconstruction in Richfield (Hennepin County)
- Penn Avenue Safety Improvements (Hennepin County)
- Richfield Community Center Parking Study
- Richfield Comprehensive Plan Update (2008 & 2018)
- Richfield Pedestrian Master Plan
- Veterans Park Area Overlay District

TC2 OVERVIEW

At TC2, our culture is rooted in collaboration, creativity, and a shared commitment to meaningful outcomes. We are a team of planners, engineers, “plagineers,” strategists, and communicators who believe that planning should be people-centered, inclusive, and fun. Our vision is to partner with others who share our values, cultivating diverse perspectives, empowering communities, and delivering work that reflects both technical excellence and human connection.

Founded in 2021, TC2 is a TGB firm with a team that brings over 100 years of combined experience across the Midwest. Our core service lines include community planning, transportation planning, traffic engineering, community engagement, and civil design. Whether we’re shaping long-range transportation plans or facilitating neighborhood visioning sessions, our work is grounded in data, driven by collaboration, and designed to serve communities today and into the future.



COMMUNITY PLANNING

At TC2, our Community Planning work is grounded in collaboration, data, and design. We work closely with residents, stakeholders, and agency partners to explore community goals and co-create actionable strategies. From master plans to long-range plans, our approach blends data analysis with inclusive engagement to shape places that reflect the values and aspirations of the people who live there. With experiences as public and day-to-day planners, our approach emphasizes the need for actionable outcomes and building of support for implementation. We believe community education and collaboration are cornerstones of this approach.



PROJECT MANAGER

Lance Bernard will serve as the project manager for this effort. He’s been connected to Richfield’s planning work since the 2008 comprehensive plan update and brings more than 20 years of community planning experience to TC2. Working alongside Stephanie Falkers, AICP, a longtime collaborator, their team supports communities with comprehensive plan updates, zoning code projects, and everyday planning needs. They’re both excited to continue partnering with Richfield and build on the trusted relationship already in place.

HKGi OVERVIEW

HKGi was established in 1982 to provide community-based planning and landscape architecture services to clients throughout the Upper Midwest. For more than forty years we have used a collaborative, community-based planning approach to help clients build great places for people to live, work, and play.



COMMUNITY-CENTERED PLANNING

The input we collect about a community’s strengths, values, needs, and challenges provides the foundation for our work. HKGi’s planners leverage their experience and creativity to produce strategies that respond to community input and position the city for future success.



ACHIEVING THE VISION

HKGi’s professionals are passionate about helping stakeholders establish a community vision that inspires lasting support. This work requires the ability to develop big-picture ideas, balanced with the knowledge of how to create action-oriented plans. HKGi’s focus on community planning means we know how to encourage communities to think big, and we understand how to translate those ideas into plans that make achieving the community’s vision feasible.

HOUSING EXPERIENCE

Jeff Miller, AICP will be leading the housing elements of the plan update. HKGi’s recent housing experience includes:

- St. Louis Park, MN: Zoning and housing audit, rewrite of residential zoning districts
- Northfield, MN: Housing study
- Onalaska, WI: Housing study
- Grand Marais, MN: Housing study and residential zoning districts revisions
- Ironwood, MI: Housing study
- Winona County, MN: Housing study
- Itasca County, MN: Housing study

HUMANIZE MN OVERVIEW

Humanize MN is a Black-owned consulting firm specializing in human-centered, equity-focused engagement, planning, facilitation, and training services for public-sector partners. We collaborate with community-based organizations (CBOs), state and local agencies, and multidisciplinary consulting firms to ensure underserved and historically overburdened communities have meaningful opportunities to influence policies, plans, and project decisions. Our work is grounded in deep relationship-building, culturally informed engagement strategies, lived experience navigating barriers to equitable public services and infrastructure, and a core belief that community priorities and needs should inform public decision-making processes.



HUMANIZE MN SERVICES

Our core capabilities include designing and implementing inclusive engagement plans; facilitating listening sessions, focus groups, and community outreach events; advising on equitable planning practices; supporting comprehensive planning processes and land use policy development; and conducting equity analyses and assessments that translate community insights into actionable recommendations. Humanize MN brings trusted partnerships with CBOs, strong multilingual communication skills, including Somali and English, and proven experience supporting state and local governments in delivering transparent, community-informed, and equity-driven projects and plans.

HUMANIZE MN EXPERIENCE

Our team has direct experience coordinating with Metropolitan Council frameworks and the multimodal planning priorities that shape local Comprehensive Plans across the seven-county metropolitan area. From statewide transportation equity initiatives to community-level engagement with school districts, families, and youth-serving organizations, Humanize MN operates comfortably across sectors and scales of government, always centering the people most affected by public decisions.



ZAN ASSOCIATES OVERVIEW

Since 2001, Zan Associates (Zan) has established a reputation for building communities by elevating people's voices through authentic, creative, and equitable engagement and communications. We work on a diverse range of public infrastructure projects and center our engagement on equitable outcomes. We build consensus around challenging issues, create inclusive messages that resonate, and facilitate meaningful dialogue.



ZAN PROCESS

Zan's process includes developing a shared understanding of project goals and benefits, conducting a customized equity analysis, creating inclusive engagement activities, providing communications tools using plain language and informative visuals, and providing high-level facilitation for all types of meetings. In addition, Zan integrates an equity-based perspective into all projects and builds meaningful project partnerships with stakeholders and community-based organizations.



ZAN EXPERIENCE

Zan has a long history of engaging communities throughout Richfield and the surrounding communities. This includes building community support for a new design on Nicollet Avenue that emphasizes safe and efficient mobility for all users, meeting with Spanish-speaking residents to discuss the future of Penn Avenue, and completing citywide engagement to inform the City's first Pedestrian Master Plan. Zan staff know, live in, and love Richfield.

YOUR CORE TEAM

Our team brings a breadth of experience that enables us to effectively address every element of the plan. We are structured around a highly collaborative approach, assigning clear lead roles for each plan element while ensuring strong cross-support across all disciplines. This integrated model allows us to leverage individual expertise, maintain consistent communication, and deliver a cohesive, well-aligned plan.

Our integrated model is also based on the idea that land use is a central topic of discussion, especially in Richfield as we assess redevelopment opportunities and revisit subareas. Gaining a clear understanding of existing land use patterns and future growth trends helps guide all other elements of the plan. This foundation shapes how we address housing needs, plan for parks and open space, evaluate transportation options, support resource protection, and plan for utilities and infrastructure.

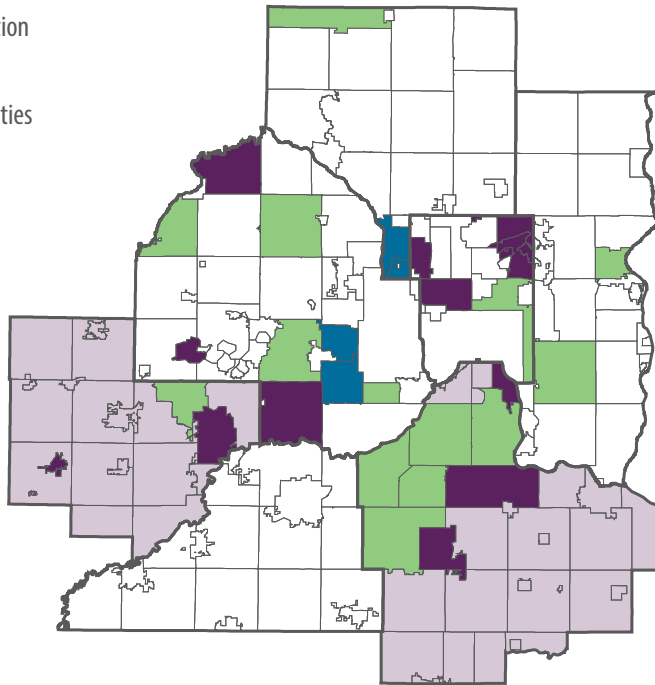
-  TC2
-  HKGi
-  Humanize MN
-  Zan Associates



METROPOLITAN COUNCIL COMPREHENSIVE PLAN UPDATE EXPERIENCE

Our team brings extensive experience with Metropolitan Comprehensive Plans and has worked together frequently across regional planning projects. TC2 works as a collaborative, drawing on our shared experience and complementary areas of expertise between partners. This map highlights our core team's comprehensive planning experience and shows where team members have worked together during the previous comprehensive plan cycle. Abdullahi, the founder of Humanize MN, brings additional experience from his time with the Metropolitan Council Local Planning Assistance division during the 2018 comprehensive plan update cycle, as an Associate Transportation Planner with the City of Minneapolis, and as an Equity Planning Coordinator at MnDOT.

- Cross-Firm Coordination
- Inner-Ring Communities
- Past Plans



- Apple Valley
- Burnsville
- Carver County (2018 & 2028 underway)
- Chaska
- Columbia Heights
- Dakota County
- Eagan
- Edina
- Eden Prairie
- Farmington, Minnesota
- Fridley
- Greenfield
- Inver Grove Heights
- Lakeville (2018 & 2028 underway)
- Maple Grove
- Maplewood
- Minnetonka
- Mound
- New Brighton
- Norwood Young America
- Plymouth
- Richfield
- Rogers (2018 & 2028 underway)
- Rosemount
- Roseville
- South St. Paul
- St. Francis
- St. Louis Park
- Stillwater
- Victoria
- White Bear Lake
- White Bear Township
- Woodbury

REFERENCES

Tina Goodroad, AICP
 Community Development Director
 City of Lakeville
 (952) 985-4421
 tgoodroad@lakevillemn.gov
 20195 Holyoke Ave.
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 City of St. Louis Park
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RESPONSE TO QUESTIONS

Creativity and strong relationships are foundational to our planning approach. The table to the right highlights examples from each firm demonstrating how creative thinking led to effective solutions and how relationship-based strategies aligned the needs of residents, elected officials, and boards and commissions in community-wide planning efforts.

Planning Creativity in Action

Relationship-Based Planning Strategy

TC2

Rondo Restorative Neighborhood Area Plan (2025): This plan demonstrates how creativity can shape stronger solutions when the planning process is truly led by the community. Instead of relying on standard planning methods, TC2 designed a process built around lived experience and invited residents to guide the content, tools, and discussions. We used creative engagement techniques such as story gathering, arts-based activities, and culturally grounded conversations that made participation easy and meaningful. These approaches allowed community members to define what restorative planning meant to them and to shape strategies focused on cultural identity, healing, community wealth, and the legacy of Rondo. The result was a plan that was more authentic and impactful because the community created it from the start.

Penn Avenue Safety Improvements (ongoing): Our work on the Penn Avenue project shows how a relationship-driven approach can meet community needs in a genuine and practical way. As the business liaison, Lance has built trust by showing up consistently and becoming a familiar, reliable face for business owners along the corridor. Instead of relying on surveys or one-time meetings, we created an ongoing dialogue where business owners can share concerns about construction impacts, access, and long-term economic vitality. By listening first, responding quickly, and advocating for the solutions they identify, we have created an authentic process that reflects their day-to-day realities. This approach ensures that planning decisions are grounded in the lived experience of the people who work and live on the corridor and that the project moves forward with true community partnership rather than surface-level engagement.

HKGI

St. Louis Park Comprehensive Plan Update (2018): HKGI established a Place Types Framework in the land use chapter. Rather than relying on a traditional framework of land use classifications, separated into residential, commercial, and industrial uses, we encouraged the City to take a more holistic approach to identifying the types of places that are desired in the community. In the 2040 Plan, these Place Types provided a framework to analyze existing land uses and development patterns, as well as future land use and development directions. When the City undertook a full rewrite of its zoning code, the Place Types Framework was used to analyze current zoning districts and propose new districts, particularly the desired mix of uses, development scale, and level of pedestrian character.

St. Louis Park Comprehensive Plan Update (2018): The initial phase of community engagement included four Neighborhood Planning Workshops, aimed at gaining input from all 35 neighborhoods. Turnout for the 90-minute long Neighborhood Workshops was high, over 130 residents participating. The Workshops were held at four different community centers located around the City, with participants organized by neighborhood to play a Neighborhood Features Game. The game was designed to gather input from residents about their preferences for future developments and to identify common issues and opportunities related to the topics of Development, People, Mobility, and Environmental Assets.

Humanize MN

Electric Vehicle Focus Group for East African Drivers, MNDOT (January–May 2025): Minnesota's clean transportation planning efforts risked missing the perspectives of East African professional drivers, a rapidly growing group in rideshare, medical transport, and trucking. Recognizing that traditional engagement would not reach this community, Abdullahi designed a culturally tailored focus group using a community-based TV and radio platform, drawing on his Somali language skills and trusted relationships. This creative, community-centered approach surfaced concerns about EV technology, charging access, affordability, and range anxiety that would not have emerged through standard outreach. The insights directly informed MndOT's clean transportation strategy and demonstrated how creative planning can design engagement around people's lived realities to produce more inclusive and effective solutions.

Olson Memorial Highway Preliminary Design, MnDOT (ongoing): Our efforts on this project demonstrates how a relationship-based planning strategy creates meaningful results for communities and decision makers. Rather than treating community based organizations (CBOs) as one-time outreach partners, we built ongoing relationships that allowed them to shape engagement activities and bring forward the priorities of residents who would be most affected by design decisions. By supporting CBO led listening sessions, story collection events, and pop-ups and by carefully documenting community input, we ensured MnDOT received insight grounded in trust rather than surface level feedback.

Zan Associates

Participatory Street Design Game: Zan Associates demonstrated planning creativity by developing a hands-on engagement tool that transformed complex street-design tradeoffs into an interactive, accessible activity for community members. Recognizing that decisions about travel lanes, bike facilities, sidewalks, parking, and landscaping can be difficult to communicate, Zan created a scaled cross-section allocation game that allowed participants to physically "build their dream street" within real right-of-way constraints. This creative tool, used during the Nicollet Avenue Reconstruction project in Richfield, helped residents experience the same spatial limitations that planners face, sparking deeper conversations about priorities like pedestrian space, bike safety, greening, and business access. The resulting insights directly informed the design team's preferred layout, ensuring the final corridor design aligned with community values while meeting technical and operational needs.

44th & France Subarea Plan – City of Edina (2018): The City's 2018 Comprehensive Plan update for the 44th and France Commercial District is an example of relationship-based planning that successfully aligned the needs of residents, City Council, and advisory boards. Zan Associates formed and facilitated a Community Advisory Committee of local residents and property owners to navigate tension between redevelopment pressures and neighborhood character concerns. By establishing clear ground rules, outlining fixed versus flexible elements, and structuring each meeting around transparent agendas and decision points, the process built trust and enabled the group to reach consensus. The resulting development concept, a mixed-use building that transitions in height to respect adjacent residential areas, balanced market, regulatory, and community priorities, demonstrating how intentional relationship-centered engagement can produce outcomes supported by all parties.

WORK PROGRAM

Our work program is designed to modernize the Comprehensive Plan by integrating the community's past work, lived experiences, and emerging trends. It also reflects the City's desire for a fresh, creative approach that responds to evolving market conditions, new state and regional policy frameworks, and a deeper understanding of community aspirations for the future.

TASK 1 – PROJECT INITIATION, MANAGEMENT, & COMPLIANCE FRAMEWORK

Task 1 kicks off the update by getting organized and establishing a framework to guide the work ahead.

1.1 Kickoff & Project Management

The project team will launch the update with a kickoff meeting to confirm goals, establish communication protocols, and define expectations for community and staff involvement. The kickoff will also revisit lessons learned from the 2040 Comprehensive Plan and identify early opportunities to streamline coordination across departments (Community Development, Public Works, HRA, Parks and Recreation, etc.). We anticipate conducting staff workshops and holding bi-weekly virtual check-ins between Lance and the Project Manager to review the schedule, monitor the budget, and discuss project deliverables.

1.2 Metropolitan Council Requirements & Compliance Matrix

We will prepare a detailed compliance roadmap aligning Richfield's update with Imagine 2050 requirements, including minimum residential density standards (Urban designation), transit station area density requirements, housing diversity expectations in every residential land use category, affordable housing need allocation, and water supply, wastewater, and surface water documentation, as well as climate mitigation and adaptation requirements and pedestrian-first planning with multimodal integration. This matrix will guide every subsequent task to ensure regulatory alignment from the start.

1.3 Community Engagement Plan (CEP)

We have reserved a substantial portion of the project budget to support a meaningful, three-phase community engagement process led by Community Liaisons (see Task 9). To ensure these resources are used effectively, we will work closely with Richfield staff to decide where and when our team should be present in the community.

As we design this engagement plan, we must remain mindful of how community members may prefer to participate and the level of comfort they feel engaging with government during a time when trust and feelings of safety vary widely. This makes it especially important to rely on our Community Liaisons,

whose established relationships and cultural understanding help create welcoming environments where residents feel heard, respected, and supported.

Deliverables

Project Management Plan, Metropolitan Council Compliance Matrix, Community Engagement Plan, Staff Workshops (3), Bi-Weekly Project Management Meetings, Monthly Invoicing

TASK 2 – EXISTING CONDITIONS, TRENDS, & POLICY AUDIT

This task delivers a comprehensive, multidisciplinary audit of existing goals, policies, and conditions to identify gaps and opportunities, while also gathering direction for potential goal updates.

2.1 Goal Setting

We will refine the 2040 plan's goals and policies, defined in Chapter 4 Goals & Policies, by focusing early on confirming the community's values, lived experiences, and long-term aspirations. These conversations will take place at the outset of the engagement process and will be led by our Community Liaisons discussed in Task 9.

2.2 Policy, Code & Plan Audit

We will review all relevant plans and determine synergies and disconnects with the Comprehensive Plan's goals and policies. Findings will highlight compliance gaps, outdated assumptions, and areas where the community's values have evolved.

2.3 Land Use & Development Trends

We will analyze market shifts, redevelopment patterns, and demographic change to inform sub-area revisions. Trends will be examined community-wide and for their influence on areas such as the I-494 Corridor, Penn Avenue Corridor, the Hub area, "Downtown," aging commercial areas, and mixed-use nodes. This review will help update Chapter 2 Community Direction.

2.4 Demographics & Base Maps

This task will focus on updates to Chapter 3 Demographics, documenting past trends and updating the City's 2050 socioeconomic forecasts. Resources are allocated across our work program to support mapping needs, with the understanding that City staff will provide the data needed for analysis.

Deliverables

Chapter 2 Community Direction (Draft), Chapter 3 Demographics (Draft), Chapter 4 Goals and Policies Chapter (Draft)

TASK 3 – FUTURE LAND USE & SUBAREA FRAMEWORK DEVELOPMENT

This task translates Richfield’s aspirations into a forward-looking physical framework that meets Metropolitan Council requirements while remaining grounded in local context.

3.1 Defining “Mixed-Use” for Richfield

We help define Richfield-specific definitions of mixed-use land use categories to more accurately reflect local goals, priorities, and development context. This work will distinguish between vertical and horizontal mixed-use, define the differences between activity-oriented and neighborhood-scaled mixed-use, and identify the types of development intensities that best support transit. It will also outline performance criteria such as active frontages, expectations for the public realm, and access and mobility needs. Together, this definition will form a strong foundation for future land use decisions and zoning updates.

3.2 Faith-Based Institution Land Use Strategy

Recognizing that faith institutions are evolving in how they use land, we will develop guidance framework to support potential housing integration, community facilities, or site reuse while respecting neighborhood context.

3.3 Transit and Density

We will work with staff to establish appropriate land use guidance within a ½ mile radius of high-frequency transit stations to meet new Metropolitan Council requirements, including planning for an average of at least 30 residential units per acre. This work will focus on concentrating local growth in areas best served by transit to leverage infrastructure investments, support transit ridership, and foster compact, mixed-use, and walkable neighborhoods.

3.4 Subarea Guidance

We will revisit and reimagine Richfield’s key subareas, including the I-494 Corridor, the Penn Avenue Corridor, and the Hub Area, with a fresh and thoughtful approach that reflects evolving market conditions and community priorities from Task 2. This work will include determining what mixed-use should mean within each subarea and how the desired mix of uses aligns with today’s development realities.

As part of this effort, we will evaluate whether housing remains appropriate along major transportation corridors considering public health research and local concerns related to air quality, noise, and long-term livability. Through this process, each subarea will be shaped by a clear vision, a set of guiding

principles, a concept map, and policy direction that help Richfield advance equitable development, support economic resilience, and create healthy, vibrant places for current and future residents.

Deliverables

Chapter 5 Land Use (Draft), Future Land Use Map (Draft), Sub-Area Updates, Mixed-Use Definition & Typology, Transit Corridor Density Strategy, Faith-based Institution Land Use Strategy

TASK 4 – HOUSING GOALS & HRA STRATEGIES

This task focuses on strengthening Richfield’s housing goals, aligning strategies with regional requirements, and identifying new tools or partnerships that can further support the impressive work already being done by the HRA.

4.1 Housing Goals and Policies

Richfield has already carried out many of the housing strategies from the previous Comprehensive Plan, including allowing a wider range of housing types in all residential categories, permitting accessory dwelling units, expanding missing middle housing options, and exploring ways to preserve naturally occurring affordable housing. This task will focus on adding new goals and policies that further support housing affordability, additional missing middle opportunities, and community development partnerships that were not included in the previous plan.

4.2 Affordable Housing & Density Compliance

We will confirm Richfield’s regional affordable housing allocation and ensure the Future Land Use Map guides sufficient land at required minimum densities. Strategies will include coordinated land use guidance, policy support, and zoning recommendations.

4.3 HRA STRATEGIES

This task will focus on deeper, more strategic conversations with HRA staff to understand emerging needs and determine what new tools, programs, or policy approaches could further strengthen the department’s work. The task will also incorporate a thoughtful look at anti-displacement strategies and how the City and HRA can proactively support stability for residents as market conditions continue to evolve. Through these discussions, we will help shape a next generation housing strategy that builds on past successes while preparing the HRA for the challenges and opportunities ahead.

Deliverables

Chapter 6 Housing (Draft), Regional Affordable Housing Allocation Compliance Analysis, HRA Tools & Strategies

TASK 5 – TRANSPORTATION & ACTIVE MOBILITY INTEGRATION

This task integrates emerging mobility policies and consistency with Metropolitan Council requirements.

5.1 Richfield Sweet Streets Policy

We will work closely with Public Works and the Richfield Transportation Commission to explore how emerging mobility policies can continue to strengthen and complement the City's Sweet Streets program. This includes evaluating the potential development of a Neighborhood Traffic Calming program and determining how such a program should be reflected in the Comprehensive Plan. As part of this task, we will also review policy approaches related to how the City defines "expansion" and "reconstruction" projects, along with the potential benefits and community impacts associated with different types of transportation investments. This analysis will help clarify how these definitions shape project priorities and influence long-term outcomes for safety, mobility, and neighborhood vitality.

Overall, this task will guide the City in identifying the most appropriate policy directions to advance and incorporate into the Comprehensive Plan so that future transportation decisions are well grounded, aligned with revisions to the Regional Solicitation program, and reflective of the community's goals.

5.2 Multimodal Baseline & Network Gaps

This task will update Richfield's multimodal network maps to meet the Metropolitan Council's new requirements, which emphasize documenting all travel modes and identifying network gaps. Building on recent bicycle and pedestrian planning work, as well as crash and safety data, we will evaluate overall network connectivity and highlight the most significant barriers to safe walking, biking, and transit use.

5.3 Bike & Pedestrian Plan Integration

Richfield has completed extensive multimodal planning and implementation in recent years, and this progress, along with the changes that have taken place since adoption of the Active Transportation Plan and the Bike and Pedestrian Master Plan, will be fully reflected in the 2050 Comprehensive Plan. The updated plan will present new strategies for strengthening connections across the community, improving safe routes to schools, and enhancing access to transit corridors and mixed-use areas.

5.4 Transit Coordination & Future Mobility

We will use findings from recent transit studies to update the plan and identify transit-supportive development opportunities, ensuring alignment with the transit-density requirements addressed in Task 3.3. This work will include refining policies that respond to emerging mobility trends, planned transit improvements, and regional system connections such as future BRT corridors.

Deliverables

Chapter 7 Transportation (Draft), Updated Mobility Network Maps, Active Transportation Plan and Bicycle & Pedestrian Plan Integration

TASK 6 – PLAN INTEGRATION

We are prepared and ready to collaborate with others in integrating the City's related plans into the Comprehensive Plan update, including the Richfield–Bloomington Water Management Organization Comprehensive Watershed Management Plan, the City's Surface Water Management Plan, the Stormwater Pollution Prevention Plan, the Climate Action Plan, and the Parks and Recreation System Update. It is assumed those who are developing these plans will be responsible for ensuring their compliance with Metropolitan Council requirements.

6.1 Coordination and Collaboration

This task includes the resources necessary to ensure the above plans are seamlessly incorporated and that their goals, policies, and technical requirements are carried forward in a consistent and coordinated manner. Our community engagement process can also be tailored to support updates to other plans.

Deliverables

Chapter 8 Park Systems Plan (Draft), Chapter 9 Public and Private Utilities (Draft), Climate Action Plan Chapter – New (Draft), Plan Integration Coordination and Management

TASK 7 – IMPLEMENTATION ROADMAP & FIRST-WAVE CODE REVIEW

This task will prepare an actionable and realistic plan for implementation.

7.1 Implementation Matrix

Utilizing the analysis and outcomes of previous tasks, we will identify actions that advance the policies and outlines defined within the Comprehensive Plan. A matrix will be created to inform future actions, highlighting responsibilities, timelines (near/mid/long-term), priorities, funding resources, and partnerships for each action.

7.2 First-Wave Zoning Code Recommendations

Draft zoning concepts addressing mixed-use districts/overlays, residential neighborhood standards, TOD/station-area land use changes, pedestrian-first design elements, and sustainability and green infrastructure requirements.

Deliverables

Chapter 10 Implementation Chapter (Draft)

TASK 8 – ADOPTION PROCESS & METROPOLITAN COUNCIL SUBMITTAL

This task will carefully account for all required timelines associated with review periods, public hearings, and final adoption. The schedule outlined on page 11 also reflects the necessary sequencing and completion of other planning efforts that must occur before the Comprehensive Plan can be considered ready for the six-month review.

8.1 Draft Plan

We will prepare a draft plan for staff review that not only updates the document to meet Metropolitan Council requirements, but also modernizes it to reflect the City's past work, the community's revised goals, and findings from previous tasks. We anticipate that the overall look and feel of the plan will remain largely the same, with a refreshed presentation.

8.2 Public Review Draft & Hearings

We will prepare the plan for public review, Planning Commission consideration, and City Council adoption. At this stage in the process, we typically hand off the adoption phase to City staff, who serve as the implementers of the plan and the primary public-facing representatives of the project.

8.3 Metropolitan Council Coordination & Final Submittal

We will conduct a pre-submittal review with the Council, revise accordingly, and support the City through the regional review and approval process.

Deliverables

Administrative Draft Plan, Public Review Draft, Final Adopted 2050 Comprehensive Plan, Metropolitan Council Submittal Package

TASK 9 - COMMUNITY ENGAGEMENT

Community engagement will be a central element of the 2050 Comprehensive Plan update. This task establishes a structured, proactive, and relationship-driven approach that ensures community voices shape all major components of the plan. The engagement strategy will be led by Community Liaisons who bring cultural competency, neighborhood-level knowledge, and strong connections to the community members and community-based organizations most affected by planning decisions.

Community Liaisons as Connectors: Community Liaisons will function as trusted bridges between community members, community-based organizations (CBOs), City Commissions, and the project team. Their deep connections allow them to elevate lived experiences, cultural perspectives, and community priorities that might otherwise go unheard. They will help translate public input into clear themes and actionable insights throughout the update.

We anticipate that our Community Liaisons would engage with four CBOs throughout Phases I and II, as described in the tasks below. These conversations will primarily take the form of group discussions rather than formal presentations, ensuring a more authentic, relationship-driven process.

9.1 Phase I: Goal Setting, Listening, and Discovery

The first phase begins with the Community Liaisons listening and uncovering new themes that represent the range of lived experiences throughout the community. They will lead early meetings, pop-up events, and conversations that bring forward residents' experiences, priorities, and concerns. This early work of listening and identifying themes will guide the development of clear goals, which in turn will shape how each chapter is updated so that it reflects the real experiences of people who live in Richfield.

9.2 Phase II: Modernize the Plan to Reflect Goals

This engagement phase is viewed as an opportunity to modernize the Comprehensive Plan by using the revised goals to guide updates to the system plans and better reflect current community aspirations, lived experiences, and quality-of-life expectations. More importantly, it will provide an opportunity to report back to community-based organizations and the City Council and Commissions on how the revised goals are guiding updates to the plan.

9.3 Phase III: Celebrate & Share Outcomes

We will host a community celebration in an open house format that brings together residents, CBOs, and stakeholders to review the updated plan. Community Liaisons, together with their partner CBOs, will promote the event and explain how the plan has been updated in response to community feedback, helping the community clearly understand the link between their input and the resulting changes. Feedback gathered during this stage will guide final refinements before the plan enters the formal review and adoption process.

9.4 Community-Wide Engagement

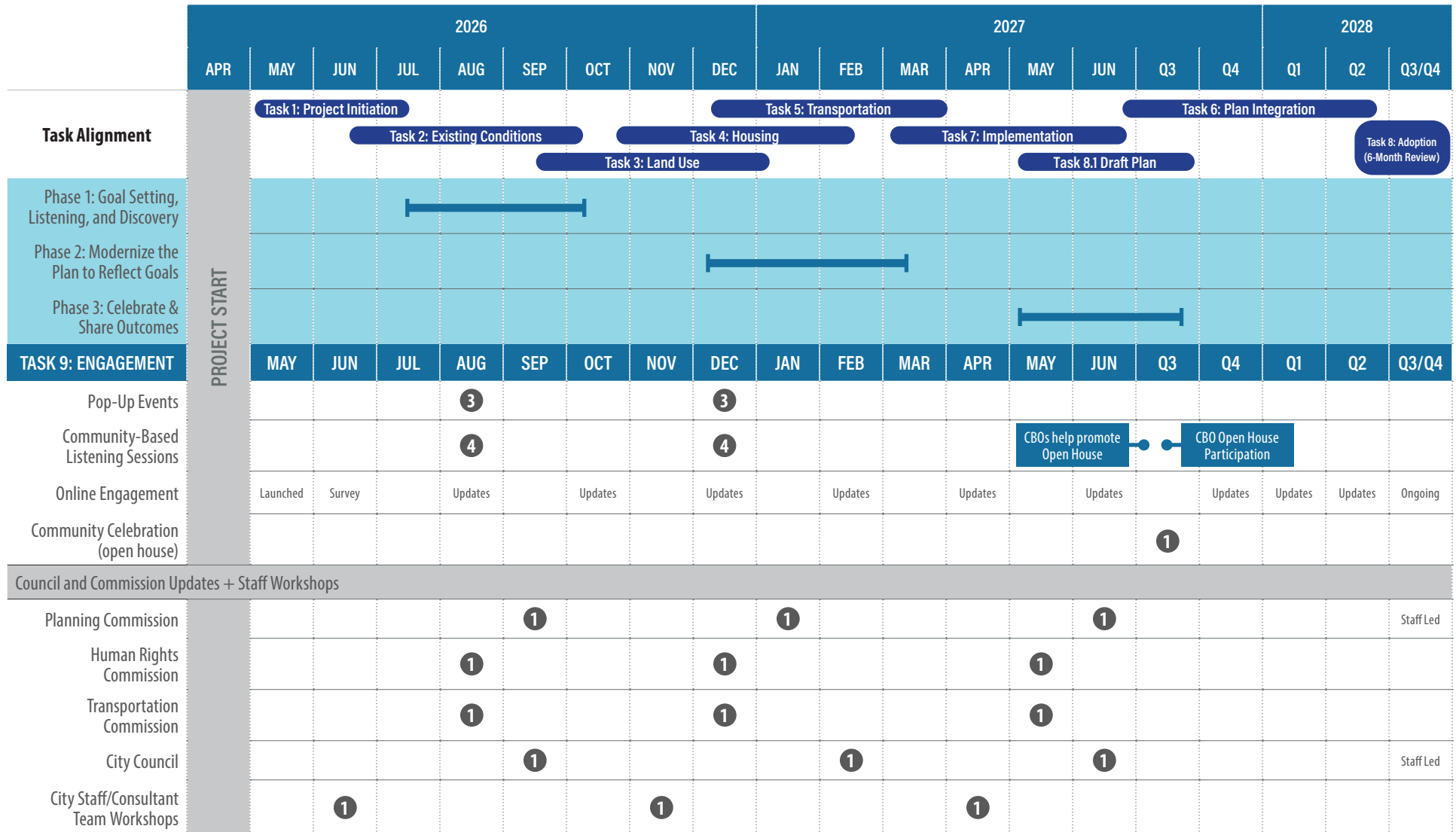
Throughout the process, Community Liaisons will provide regular summaries of engagement findings to City Council and Commissions (e.g., Human Rights Commission and Transportation Commission). This ongoing communication ensures that recommendations and policy discussions are grounded in community validated input and informed directly by the community rather than assumptions. A project website using a StoryMap format will also be created to offer an interactive and enjoyable way for everyone to participate throughout the entire planning process. Regular updates will occur to ensure the project website stays fresh and informative.

Deliverables

Community Based Listening Sessions (8), Commission Updates (6), Planning Commission Updates (3), City Council Updates (3), Pop-Up Events (6), Open House (1), and Project Website

COMMUNITY-DRIVEN SCHEDULE

Our schedule is shaped by the community engagement activities that guide each phase of the update, including community-led meetings, pop-up events, and regular updates to the Council and commissions. The project timeline shows that most plan development and engagement will be completed within the first 16 months. The year 2028 will focus on the required six-month review and the integration of other work and Metropolitan Council feedback. We will work with staff to tailor this schedule to align with expectations.



FEE ESTIMATE

Our fee estimate is based on our current understanding of the project and on the assumption that the existing Comprehensive Plan continues to serve the community well. We understand that the key factors shaping this update are the Metropolitan Council's new requirements (see below) and outcomes from our proposed work program.



Minimum Density Standards: Cities must meet updated minimum residential density requirements based on their community designation. Thus, Richfield is expected to guide development at a minimum net density of twenty-five units per acre, up from the previous twenty units per acre. The current Comprehensive Plan is in alignment with the increased density requirement.

Housing Diversity: Plans must guide land uses that support a mix of housing types. At a minimum, low-density residential areas must now support at least two distinct housing types, such as detached homes, townhomes, or accessory dwelling units, to support greater housing diversity. Richfield's current zoning reflects this requirement, and this update will revise the future land-use categories accordingly.



Housing Policy Implementation: The Council has introduced a new Housing Policy Toolkit to support cities in meeting affordable housing goals. Richfield's affordable housing allocation for the region is 294 units by 2040. We will utilize this toolkit as part of Task 4.

Climate Action Integration: Cities must now incorporate statewide greenhouse gas reduction targets, aiming for a 50 percent reduction by 2030 and net zero emissions by 2050. This includes strategies for mitigation and adaptation across sectors. We will leverage the City's Climate Action Plan to address this requirement as part of Task 6.



Natural Systems and Water Supply Planning: Plans must address surface water, wastewater, and water supply systems with updated tools and examples provided by the Council. We leverage the City's water plans, which are being developed separately, to address this requirement as part of Task 6.

Pedestrian Infrastructure: Plans must support safe, accessible, and connected pedestrian networks that link neighborhoods to key destinations. Plans should incorporate design principles that accommodate walking and biking for all ages and abilities, and align local pedestrian systems with regional trails and transit. We will address this requirement as



part of Task 5.

We will collaborate closely with staff to modernize the plan, while avoiding a full-scale rewrite. Throughout the process, we will look for opportunities to create efficiencies, maximize study resources, and streamline the overall effort. We will also work with staff to determine the role they would like to play in strengthening community engagement activities. We are happy to continue to tailor our scope and fee to meet the City's expectations.

| Task | Description | Estimate | Percent of Fee |
|--------------|--|------------------|----------------|
| 1.0 | Project Initiation and Compliance Framework | \$8,092 | 7% |
| 2.0 | Existing Conditions, Trends, and Policy Audit | \$10,188 | 9% |
| 3.0 | Future Subarea Framework Development | \$8,764 | 8% |
| 4.0 | Housing Goals and HRA Strategies | \$10,336 | 9% |
| 5.0 | Transportation and Active Mobility Integration | \$7,879 | 7% |
| 6.0 | Plan Integration | \$9,460 | 8% |
| 7.0 | Implementation Roadmap and First-Wave Code Review | \$4,268 | 4% |
| 8.0 | Draft Plan, Adoption, and Metropolitan Council Submittal | \$21,014 | 18% |
| 9.0 | Community Engagement | \$33,430 | 29% |
| | Meeting Resources | \$900 | 1% |
| | Travel/Mileage | \$450 | 0% |
| Total | | \$114,781 | 100% |



Our approach will ensure that Richfield's plan meets all minimum requirements, while leveraging new tools and resources to modernize the existing plan.

Appendix - Resumes



LANCE BERNARD
Project Manager



Phone: 320-420-7768
Email: lbernard@transportationcollaborative.com



BACKGROUND

BACHELOR OF ARTS, COMMUNITY DEVELOPMENT/URBAN AFFAIRS
ST. CLOUD STATE UNIVERSITY (2003)

Lance brings over 20 years of experience to TC2 leading a variety of planning projects. Lance's work has touched on all aspects of planning, including comprehensive/land use plans, neighborhood studies, public health initiatives, expanded multimodal planning, corridor studies, parking and micro-mobility assessments, asset management, and grant funding coordination. His approach is built on trust and genuinely listening to community needs, aspirations, and desires.

AFFILIATIONS

Past President, APA MN
Past Legislative Co-Chair, APA MN
Metro District Representative, APA MN

EXPERTISE

COMMUNITY PLANNING

Land Use Planning
Comprehensive Planning
Neighborhood Studies
Redevelopment Plans
Strategic Frameworks

TRANSPORTATION PLANNING

Multimodal Planning
Corridor Studies
Asset Management
Financial Planning/Grant Assistance
Parking Studies
System Analysis

COMMUNITY ENGAGEMENT

Stakeholder Facilitation
Engagement Materials and Activities

RELEVANT PROJECT EXPERIENCE

RICHFIELD 2040 COMPREHENSIVE PLAN, RICHFIELD, MN
Project Manager

STILLWATER 2040 COMPREHENSIVE PLAN, STILLWATER, MN
Project Manager

COLUMBIA HEIGHTS 2040 COMPREHENSIVE PLAN, COLUMBIA HEIGHTS, MN
Project Manager

VICTORIA 2040 COMPREHENSIVE PLAN, VICTORIA, MN
Support Staff

CARVER COUNTY 2050 TRANSPORTATION PLAN, CARVER COUNTY, MN
Project Manager

CARVER COUNTY PARKS AND TRAIL CAPITAL IMPROVEMENT PROGRAM
DEVELOPMENT AND FUNDING STRATEGIST
Project Manager

MISSING MIDDLE HOUSING ZONING UPDATE, RICHFIELD, MN
Project Manager

RONDO RESTORATIVE NEIGHBORHOOD AREA PLAN, SAINT PAUL, MN
Lead Planner

COUNTY COMPREHENSIVE PLANS (E.G., SHERBURNE, BENTON, KANABEC,
OTTER TAIL, AND STEARNS COUNTY)
Project Manager

WILLMAR ZONING ORDINANCE UPDATE, WILLMAR, MN
Support Staff

DILWORTH SUBAREA STUDIES AND ZONING UPDATES
Project Manager

MIXED-USE ZONING DISTRICT UPDATES, STILLWATER, MN
Project Manager

SCANDIA CITY CENTER STUDY, SCANDIA, MN
Transportation Planner

LOT D DEVELOPMENT FRAMEWORK, DULUTH, MN
Project Manager

TRAIL CROSSING GUIDELINES, THREE RIVERS PARK DISTRICT
Lead Planner

Note: Projects include those completed with another firm



STEPHANIE FALKERS, AICP
Land Use

“

One of the best parts of my job is getting to know the people that make up each community we work in. I enjoy understanding what they love about the place they call home, and their ideas for how to make it even better. I also enjoy immersing myself in the community, serving as an extension of staff.

”

TC²

BACKGROUND

BACHELOR OF LANDSCAPE
ARCHITECTURE, NORTH DAKOTA STATE
UNIVERSITY (2010)

BACHELOR OF SCIENCE,
ENVIRONMENTAL DESIGN, NORTH
DAKOTA STATE UNIVERSITY (2010)

AFFILIATIONS

Metro District Representative, APA MN

EXPERTISE

COMMUNITY PLANNING
Land Use Planning
Comprehensive Planning
Zoning Ordinances
Neighborhood Studies
Day-to-Day Planning Services
Small Area Plans
Implementation Plans
Strategic Frameworks

TRANSPORTATION PLANNING

Multimodal Planning
Corridor Studies
Streetscape and Placemaking
Impact Assessment

COMMUNITY ENGAGEMENT

Stakeholder Facilitation
Engagement Materials and Activities

Stephanie recently joined TC2 and brings over 15 years of experience leading a variety of community, transportation, and environmental planning projects. She enjoys working closely with a community to explore goals and identify future actions and investments through collaboration with staff, residents and stakeholders. With thoughtful planning, sound community engagement, and appropriate analysis, the possibilities are endless. Stephanie's planning approach utilizes the exploration of big data to understand potential issues, confirming perspectives with community input, to inform the creation of strategies and solutions. She works with stakeholders and partners across a variety of projects to facilitate dozens of open houses, stakeholder meetings, and other engagement events. Stephanie's engagement approach focuses on providing everyone a seat at the table, creating opportunities to share ideas, and facilitating discussions of trade-offs and strategies to define a collaborative approach.

RELEVANT PROJECT EXPERIENCE

MISSING MIDDLE ZONING UPDATES, RICHFIELD, MN
Planner

CEDAR AVENUE LAND USE STUDY, LAKEVILLE, MN
Land Use Lead

WAYZATA 2040 COMPREHENSIVE PLAN, WAYZATA, MN
Project Manager

NORWOOD YOUNG AMERICA 2040 COMPREHENSIVE PLAN, NORWOOD
YOUNG AMERICA, MN
Project Manager

ROGERS 2040 COMPREHENSIVE PLAN, ROGERS, MN
Project Manager

WASHINGTON COUNTY 2040 COMPREHENSIVE PLAN, WASHINGTON
COUNTY, MN
Project Manager

ARRIVE + THRIVE SMALL AREA PLAN, ST LOUIS PARK, MN
Project Manager

PENN AVENUE PUBLIC REALM IMPROVEMENTS, HENNEPIN COUNTY, MN
Land Use Planner

SUPERIOR ZONING ORDINANCE UPDATES, SUPERIOR, WI
Project Manager

WITH WILLMAR COMPREHENSIVE PLAN, WILLMAR, MN
Project Manager

OUR WORTHINGTON COMPREHENSIVE PLAN, WORTHINGTON, MN
Project Manager

WAYZATA BOULEVARD LAND USE AND CORRIDOR STUDY, WAYZATA, MN
Project Manager

MARSHALL COMPREHENSIVE PLAN UPDATE, MARSHALL, MN
Project Manager

IMAGINE ISANTI COUNTY 2045 COMPREHENSIVE PLAN UPDATE, ISANTI COUNTY, MN
Project Manager

MILLE LACS COUNTY COMPREHENSIVE LAND USE PLAN UPDATE, MILLE LACS COUNTY,
MN
Project Manager

SUPERIOR COMPREHENSIVE PLAN, SUPERIOR, WI
Project Manager

Note: Projects include those completed with another firm

TC²**SAM MATUKE, AICP***Multimodal***BACKGROUND**

BACHELOR OF SCIENCE IN
ARCHITECTURE, U OF MN (2016)

MASTERS DEGREE, CITY AND RE-
GIONAL PLANNING, CORNELL (2019)

EXPERTISE**COMMUNITY PLANNING**

Land Use Planning
Comprehensive Planning
Zoning Updates

TRANSPORTATION PLANNING

Transportation Plans
System Analysis
Multimodal Planning
Safe Routes to School

COMMUNITY ENGAGEMENT

Meeting Facilitation
Public Participation

GRAPHIC DESIGN

Content Creation
Logo & Visual Design
Web Design

Samantha joined the TC2 team in 2022 as a Lead Planner. She is experienced in community and transportation planning, public engagement, graphic design, grant writing, and urban design. With an educational background in Architecture and City Planning, she brings a unique perspective to all her projects. Sam believes her role as a planner is to bring tools and resources to communities, which they can utilize to shape their best future.

RELEVANT PROJECT EXPERIENCE

SUPERIOR COMPREHENSIVE PLAN, SUPERIOR, WI

RIVER FALLS COMPREHENSIVE PLAN + OUTDOOR
RECREATION PLAN, RIVER FALLS, MN

WILLMAR ZONING CODE UPDATE, WILLMAR, MN

RAMSEY COUNTY TRANSPORTATION PLAN

WASHINGTON COUNTY TRANSPORTATION PLAN

MISSING MIDDLE ZONING UPDATES, RICHFIELD, MN

WEST MISSISSIPPI REGIONAL TRAIL FEASIBILITY STUDY,
MPRB

MICROTRANSIT POLICY FRAMEWORK, METROPOLITAN
COUNCIL, MN

Note: Projects include those completed with another firm

TC²**ALLY DE ALCUAZ***GIS Analyst***BACKGROUND**

BACHELOR OF SCIENCE, ENVIRON-
MENTAL SCIENCE, SANTA CLARA
UNIVERSITY (2016)

MASTERS DEGREE, URBAN AND
REGIONAL PLANNING, UNIVERSITY OF
MINNESOTA-HUMPHREY (2019)

EXPERTISE**SYSTEM ANALYTICS**

Performance Measures
Data Analytics
GIS Systems & Mapping
Web-Based Dashboards

TRANSPORTATION PLANNING

System Analysis
Multimodal Accessibility

TECHNICAL SUPPORT

Graphics and Design

Ally joined the TC2 team in 2024 as a GIS Analyst and Planner. She is experienced in translating planning issues through GIS reporting and technical analysis. She applies her interest in GIS and data driven planning to her work and enjoys collaborating with others to find solutions. She also led the development of the StoryMap for Richfield's Missing Middle Housing zoning update. She continues to find innovative ways to clearly communicate complex planning topics through simple and compelling visuals created with mapping programs.

RELEVANT PROJECT EXPERIENCE

DOWNTOWN STILLWATER WAYFINDING PLAN, STILLWATER, MN

REGION 5 AND 7E TRANSPORTATION PLANS, MNDOT

WASHINGTON COUNTY TRANSPORTATION PLAN

SCANDIA CITY CENTER STUDY, SCANDIA, MN

RONDO RESTORATIVE NEIGHBORHOOD AREA PLAN, SAINT PAUL,
MN

801 HIGHWAY 284 SUBAREA/LAND USE STUDY, WACONIA, MN

MIDTOWN GREENWAY TRAIL EXPANSION PLANNING STUDY,
METROPOLITAN COUNCIL

DOWNTOWN HIBBING PARKING STUDY AND DEVELOPMENT
REVIEW, HIBBING, MN

TC²**MAYA SHEIKH***Community Liaison + Plan Element Support***BACKGROUND**

BACHELOR OF SCIENCE,
PSYCHOLOGY, LOYOLA UNIVERSITY
CHICAGO (2018)

MASTER'S DEGREE, URBAN AND
REGIONAL PLANNING, UNIVERSITY
OF MINNESOTA (2023)

MASTER'S DEGREE, PUBLIC HEALTH,
UNIVERSITY OF MINNESOTA (2023)

EXPERTISE

COMMUNITY PLANNING
Land Use Planning
Zoning Updates

COMMUNITY ENGAGEMENT
Strategy Development
Public Participation

MULTIMODAL PLANNING
Pedestrian/Bikeway Systems
Safe Routes to School
Corridor Mobility Studies

GRAPHIC DESIGN
Concept and Visual Design
Web Design

Maya Sheikh joined the TC2 team in the summer of 2023 as a Planner. She brings experience in political communications, strategic development, community planning, public health, and community engagement, supported by strong graphic design abilities. Maya's research skills allow her to analyze complex issues, translate findings into clear insights, and inform thoughtful planning recommendations. Her curiosity, positive attitude, and strong work ethic help her advance projects and empower communities to make meaningful changes and address challenges.

RELEVANT PROJECT EXPERIENCE

POLICYLINK EQUITY CAUCUS SUPPORT, OAKLAND, CA

MISSING MIDDLE ZONING UPDATES, RICHFIELD, MN

THREE RIVERS PARK DISTRICT TRAIL CROSSING STUDY

RED LAKE NATION ENHANCING COMMUNITY CONNECTIONS
THROUGH TRAILS AND PARKS STUDY

PENN AVENUE PUBLIC REALM IMPROVEMENTS, HENNEPIN
COUNTY, MN

WILLMAR ZONING ORDINANCE, WILLMAR, MN

MICROTRANSIT POLICY FRAMEWORK, METROPOLITAN COUNCIL

SAFE STREETS & ROADS FOR ALL COMPREHENSIVE SAFETY
ACTION PLAN, ST. CLOUD APO

TC²**EVE VANAGAS***Plan Element Support***BACKGROUND**

BACHELOR OF ARTS, POLITICAL
SCIENCE, UNIVERSITY OF FLORIDA
(2022)

BACHELOR OF ARTS, ECONOMICS,
UNIVERSITY OF FLORIDA (2022)

MASTER'S DEGREE, URBAN AND
REGIONAL PLANNING, UNIVERSITY
OF MINNESOTA (2024)

EXPERTISE

COMMUNITY ENGAGEMENT
Strategy Development
Engagement Materials & Activities
Meeting Facilitation
Feedback Analysis
Web Development

PLANNING

Strategic Planning
Land Use Planning
Comprehensive Planning
Park & Trail Plans
Technical Support/Graphic Design

Eve Vanagas is a Community Engagement Planner who joined TC2 in the summer of 2024. She brings a creative and relationship-centered approach to public engagement, believing that every meaningful project begins with empowering community members to shape their future. Eve's background in government relations, political communications, and strategic planning informs her ability to design inclusive engagement strategies and facilitate impactful conversations. Her work spans a variety of planning contexts, from corridor redesigns to regional park plans.

RELEVANT PROJECT EXPERIENCE

RONDO NEIGHBORHOOD STREETS IMPROVEMENT STUDY, SAINT
PAUL, MN

MIDTOWN GREENWAY TRAIL EXPANSION PLANNING STUDY,
METROPOLITAN COUNCIL

CARVER COUNTY ON-CALL PARKS & TRAIL PLANNING SERVICES

DILWORTH SUBAREA STUDIES AND ZONING UPDATES

DOG LEASH ORDINANCE COMMUNITY ENGAGEMENT,
MINNETONKA, MN

NORTH MISSISSIPPI REGIONAL PARKS PLAN,
MINNEAPOLIS PARKS AND RECREATION BOARD *

Note: Projects include those completed with another firm



TREY JOINER

Engagement Coordinator

BACKGROUND

BACHELOR OF ARTS, URBAN AND REGIONAL PLANNING, UNIVERSITY OF WEST GEORGIA

EXPERTISE

COMMUNITY ENGAGEMENT

COMMUNICATION STRATEGY

MEETING FACILITATION

COMMUNITY CONNECTIONS

TRANSPORTATION PLANNING

MULTIMODAL SYSTEMS

URBAN PLANNING

PROJECT MANAGEMENT

INTERAGENCY COORDINATION

PEDESTRIAN AND BICYCLE ANALYSIS

SAFETY ANALYSIS

Trey Joiner is a forward-thinking community engagement advocate with over a decade of experience in transportation planning and design. Trey thrives in helping city governments and transportation planning organizations effectively communicate with neighborhoods and local stakeholders, ensuring that community voices guide meaningful outcomes. He places strong value on integrating community input throughout project development, including collaborating with community-based organizations to shape more inclusive, responsive planning efforts.

RELEVANT PROJECT EXPERIENCE

FRANKLIN STATION REDESIGN - RENEW THE BLUE, METRO TRANSIT

CEDAR AVENUE RECONSTRUCTION ENGAGEMENT SERVICES, MINNEAPOLIS, MN

LOWRY AVENUE PHASE 2 ENGAGEMENT, HENNEPIN COUNTY, MN

RONDO RESTORATIVE NEIGHBORHOOD AREA PLAN, SAINT PAUL, MN

GRAND AVENUE SOUTH BRIDGE RECONSTRUCTION, MINNEAPOLIS, MN

DOG LEASH ORDINANCE COMMUNITY ENGAGEMENT, MINNETONKA, MN

35TH AVENUE NORTH FLOOD MITIGATION COMMUNITY ENGAGEMENT, MINNEAPOLIS, MN





JEFF MILLER, AICP
Housing + Subarea Studies



BACKGROUND

MASTER OF PLANNING, UNIVERSITY OF MINNESOTA

B.A., ECONOMICS, ST. OLAF COLLEGE, NORTHFIELD, MN

REGISTRATION

AMERICAN INSTITUTE OF CERTIFIED PLANNERS, CERTIFICATION #025995

AWARDS

2025 APA MN COMPREHENSIVE PLAN AWARD - 2045 WINONA COMPREHENSIVE PLAN

2022 APA MN SUCCESS IN IMPLEMENTATION AWARD - URBAN VILLAGE MASTER PLAN; WOODBURY, MN

2019 APA MN EXCELLENCE IN COMMUNITY ENGAGEMENT AWARD - RED WING 2040 COMMUNITY PLAN

Jeff will provide planning expertise to this project, leveraging his comprehensive planning experience in communities similar to Richfield and his past experience providing services to the City.

Jeff has more than twenty-five years of experience leading and contributing to community planning projects throughout the metropolitan region. His areas of expertise include comprehensive and neighborhood redevelopment planning, housing, land use, and regulatory tools such as development codes and design guidelines.

RELEVANT PROJECT EXPERIENCE

66TH AND PORTLAND LAND USE STUDY, RICHFIELD, MN

CEDAR AND 77TH LAND USE STUDY, RICHFIELD, MN

MR-2 AND MR-3 ZONING CODE UPDATE, RICHFIELD, MN

I-494 CORRIDOR STUDY AND MIXED-USE ZONING ORDINANCE, RICHFIELD, MN

2040 COMPREHENSIVE PLAN, ST. LOUIS PARK, MN

2040 COMPREHENSIVE PLAN, OSSEO, MN

2040 COMMUNITY PLAN, RED WING, MN

2040 COMPREHENSIVE PLAN, ROSEVILLE, MN

2040 COMPREHENSIVE PLAN, CHASKA, MN



ABDULLAHI ABDULLE
Community Liaison + Policy Planner



BACKGROUND

MA, URBAN PLANNING, MINNESOTA STATE UNIVERSITY, MANKATO

BS, CONSTRUCTION MANAGEMENT, MINNESOTA STATE UNIVERSITY, MANKATO

CERTIFICATIONS

CERTIFICATE IN TRANSPORTATION EQUITY FUNDAMENTALS, UNIVERSITY OF FLORIDA, 2022

CERTIFICATE IN LOCAL GOVERNMENT MANAGEMENT, MINNESOTA STATE UNIVERSITY, MANKATO, 2016

Abdullahi Abdulle is a multilingual urban planner and military veteran with over a decade of experience advancing human-centered planning, policy development, and meaningful community engagement. He holds a Master's degree in Urban Planning and is recognized for authentically engaging underserved and overburdened communities in government decision-making across transportation, housing, land use, and public services. In 2020, he became the first person of color elected to the New Brighton City Council, where he contributed to creating the city's first-ever climate action plan, living streets plan, and land use, zoning, and comprehensive plan implementation decisions.

RELEVANT PROJECT EXPERIENCE

FACILITATOR, REGIONAL HIGHWAY IMPACTS STUDY METROPOLITAN COUNCIL

CBO OUTREACH LEAD, OLSON MEMORIAL HIGHWAY PRELIMINARY DESIGN, MNDOT

LEAD FACILITATOR, DIVERSE BICYCLING PERSPECTIVES FOCUS GROUP, MNDOT

CO-FACILITATOR, SENIOR LEADERS INSTITUTE (SLI), MINNESOTA MANAGEMENT AND BUDGET

LEAD, GAPS ANALYSIS FOR HOMELESS YOUTH, MINNESOTA DEPARTMENT OF EDUCATION



DAN EDGERTON, AICP

Multimodal Support + Community Liaison

BACKGROUND

MASTER OF URBAN + REGIONAL
PLANNING / MINNESOTA STATE
UNIVERSITY

BACHELOR OF SCIENCE IN FINANCE,
INSURANCE, + REAL ESTATE / SAINT
CLOUD STATE UNIVERSITY

REGISTRATION

AMERICAN INSTITUTE OF CERTIFIED
PLANNERS

EXPERTISE

Project Management
Technical Analysis
Community Engagement
Transportation Planning
Strategic Visioning
Facilitation

Dan is a Vice President at Zan Associates and brings over 18 years of experience in multimodal transportation planning and design, public and stakeholder engagement, and project delivery. He is an accomplished engagement professional and brings an ideal combination of experience and expertise in mentorship and planning to advise project staff on engagement for this project. He understands the complex relationship between community values, technical constraints, and agency policy direction and is passionate about engaging communities and stakeholders in relevant and meaningful conversations to inform project solutions. Dan is also a longtime resident of Richfield and a former member of the Richfield Transportation and Community Services Commissions.

RELEVANT PROJECT EXPERIENCE

EDINA COMPREHENSIVE & SMALL AREA PLANS, CITY OF EDINA
NICOLETT AVENUE RECONSTRUCTION, HENNEPIN COUNTY
RICHFIELD PEDESTRIAN MASTER PLAN, RICHFIELD, MN
REGIONAL SOLICITATION EVALUATION, METROPOLITAN COUNCIL
PENN AVENUE SAFETY IMPROVEMENTS, RICHFIELD, MN



JAVIER WHITAKER-CASTAÑEDA

Community Liaison

BACKGROUND

BACHELOR OF ARTS IN POLITICAL
SCIENCE + SPANISH / AMHERST
COLLEGE

EXPERTISE

COMMUNITY ENGAGEMENT
Fluent in Spanish
Cross Culture Engagement
Event Planning
Communications
Marketing
Strategy Development
Engagement Materials & Activities
Meeting Facilitation
Feedback Analysis

Javier Whitaker-Castañeda is an Engagement + Communications Specialist with over four years of experience in communications, event planning, and engagement with multiple community-focused organizations across the Twin Cities metro. He has experience creating intentional and accessible outreach campaigns with immigrant communities and language barrier communities. Javier led multicultural engagement in the City of Richfield as part of Hennepin County's Penn Avenue project and is a fluent Spanish speaker. He believes that asking the right questions and a focus on inclusive planning creates more livable cities for everyone. He has a Bachelor of Arts in Political Science and Spanish from Amherst College.

RELEVANT PROJECT EXPERIENCE

PENN AVENUE RECONSTRUCTION, HENNEPIN COUNTY
TRAVEL BEHAVIOR INVENTORY / METROPOLITAN COUNCIL
LEAD FREE SPRWS PROGRAM MANAGEMENT SERVICES, SAINT PAUL REGIONAL WATER SERVICES (SPRWS)
GRAND AVENUE CONSTRUCTION COMMUNICATIONS, CITY OF SAINT PAUL

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is made this ___ day of June, 2026 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave, Richfield, MN 55423 (the “City”), and TC2, a limited liability company organized under the laws of the State of Delaware, with its main office located at 17515 26th Avenue North, Minneapolis, MN 55447-1601, (the “Contractor”).

- I. SERVICES TO BE PROVIDED.** The Contractor will perform for the City the services as specified in its scope of services which is incorporated into this Agreement as Exhibit A (the “Scope”). All professional services provided by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services. If any terms, rights, or obligations in the Proposal conflict with the terms, rights, or obligations of this Agreement, the language of the Agreement will be deemed applicable and controlling over the language in the Proposal.
- II. COST OF SERVICES.** For the tasks outlined in the Proposal, the City shall pay the Contractor the fees at the rates, and at the total amounts, listed in Exhibit B (the “Fee Schedule”). The Professional Fee includes all professional services and all expenses related to the Proposal. The City shall not be responsible for payment for any additional work performed by the Contractor that is not expressly listed on the Proposal or otherwise pre- approved by the City in writing. The Contractor shall submit itemized invoices for the services it provides to the City on a monthly basis. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the City. The sum stipulated for services shall be considered an “Hourly-Not to Exceed” cost to the City, subject only to adjustments for changes in scope of services performed.
- III. TERMINATION OF AGREEMENT.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a breach of the Agreement by the City, upon providing 30 days’ written notice to the City; (3) the City may terminate this Agreement with written notice to Contractor at any time at its option, for any reason or no reason at all.
- IV. INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. All officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. All actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to

any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

- V. INDEMNIFICATION.** The Contractor, and any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors, and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement. In no event shall the City be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.
- VI. INSURANCE.** The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum: worker's compensation Insurance as required by Minnesota state law; professional liability in an amount not less than \$3,000,000.00 per claim and \$3,000,000 in the aggregate; commercial general liability in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage. The Contractor shall provide the City with a current certificate of insurance listing the City as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the City, 10 days' written notice in the case of non- payment.
- VII. CONFLICT OF INTEREST.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
- VIII. THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- IX. NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.
- X. MISCELLANEOUS PROVISIONS.**
- A. Entire Agreement.** This Agreement shall constitute the entire agreement between the City and the Contractor, and supersedes any other written or oral agreements between the City

and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor.

- B. Data Practices Act Compliance.** Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.
- C. Audit.** The Contractor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this agreement for a minimum of six years from the termination of this Agreement.
- D. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- E. No Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- F. No Discrimination.** The Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- G. Agreement Not Exclusive.** The City retains the right to hire other additional contractors in the City's sole discretion.
- H. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- I. Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- J. Compliance with Laws.** The Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, statutes, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable services detailed in Exhibit A.

K. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

THE CITY OF RICHFIELD:

CONTRACTOR:

By: _____
Mary Supple, Mayor

By: _____
Craig Vaughn, CEO

Date: _____

Date: _____

By: _____
Katie Rodriguez, City Manager

Date: _____

RICHFIELD 2050 COMPREHENSIVE PLAN UPDATE

SCOPE OF SERVICES

Task 1: Project Management

Task 1 kicks off the update by getting organized and establishing a framework to guide the work ahead.

1.1 Kickoff & Project Management

The project team will begin the update with a kickoff meeting to confirm goals, establish communication protocols, and define expectations for community and staff involvement. The kickoff will also revisit lessons learned from the 2040 Comprehensive Plan and identify early opportunities to streamline coordination across departments (Community Development, Public Works, HRA, Parks and Recreation). The consultant will coordinate with department staff as needed and hold bi-weekly virtual check-ins with the City's Project Manager to review the schedule, monitor the budget, and discuss project deliverables.

1.2 Metropolitan Council Requirements & Compliance Matrix

The consultant will prepare a compliance roadmap aligning Richfield's update with Imagine 2050 requirements, including minimum residential density standards (Urban designation), transit station area density requirements, housing diversity expectations in every residential land use category, affordable housing need allocation, and water supply, wastewater, and surface water documentation, as well as climate mitigation and adaptation requirements and pedestrian first planning with multimodal integration. This matrix will guide every subsequent task to ensure regulatory alignment from the start.

1.3 Community Engagement Plan (CEP)

The consultant will develop a Community Engagement Plan (CEP) that aligns with Task 9. The CEP will outline a schedule and associated communications for three phases of engagement.

Task Deliverables

1. Project Management
2. Metropolitan Council Compliance Matrix
3. Community Engagement Plan

4. Coordination with City Staff
5. Bi-Weekly Project Management Meetings
6. Monthly Invoicing

Task 2: Community Engagement

This task outlines the community engagement activities that will occur over three phases.

2.1 Phase I: Reflect - What does Richfield mean to you, today, and in the future?

The first phase will focus on the values and lived experiences of the community. It will include both digital engagement and intentional in-person events to engage directly with community members in their own spaces. It will also feature an arts-based activity that invites people to submit an art piece such as a photo, poem, drawing, short video, story, or sculpture that expresses what Richfield means to them. Outcomes will be used to inform the second phase of engagement, update the plan's vision, goals, and strategies, and craft the plan's direction, while documenting key themes.

Phase I Tasks

1. Collaborate with staff to prepare marketing and communications content, including online/electronic newsletters.
2. Develop a project website with a survey and interactive tools for community input.
3. Create a contact list and email list serve for project updates.
4. Prepare for and attend one (1) Steering Committee meeting.
5. Prepare content for and attend one (1) joint City Council and Planning Commission work session.
6. Prepare for and attend up to eight (8) community pop-ups or touchpoints with community-based groups.
7. Prepare a summary of the phase one public engagement results.
8. Provide monthly website updates and social media content for staff to post.

2.2 Phase II: Discuss - reflections and proposed plan changes.

This phase focuses on the future. It includes sharing the outcomes of the arts-based engagement effort in a way that demonstrates how community contributions are shaping the plan update. It includes developing a community-centered activity that presents community artwork alongside clear, accessible summaries of key themes and insights. These materials will illustrate how community voices are interpreted and translated into revised goals and plan directions.

Phase II Engagement will also take place both online and through approachable formats such as small gatherings, pop-up displays, and facilitated discussions in familiar community locations. The community will also be invited (Open House #1) to reflect on what resonates, identify what may be missing or misrepresented, and offer additional perspectives based on lived experience.

This phase of engagement is intended to validate what was heard, demonstrate how input is being used to update the comprehensive plan, and gather feedback on the proposed changes to the plan.

Phase II Tasks

9. Collaborate with staff to prepare marketing and communications content, including online/electronic newsletters.
10. Update project website with interactive tools for community input.
11. Prepare for and attend one (1) Steering Committee meeting.
12. Prepare content for and attend one (1) joint City Council and Planning Commission work session.
13. Prepare for and attend up to eight (8) community pop-ups or touchpoints with community-based groups.
14. Prepare and post mail one (1) community-wide one-pager to promote the open house.
15. Provide monthly website updates and social media content for staff to post.
16. Prepare a summary of the Phase two public engagement results.
17. Prepare for and attend one (1) open house.

2.3 Phase III: Celebrate - confirm and commit to Richfield's future.

This final phase focuses on sharing the draft plan document and celebrating the community's role in shaping it, while creating a clear transition from planning to implementation. Building on earlier phases, this effort will present the full draft plan in a story-driven format that explicitly connects community input, especially artistic submissions and lived experiences, to the plan's final goals, strategies, and priorities. Selected artworks and narratives will be integrated alongside plan highlights to demonstrate how community voices have directly informed outcomes.

Engagement will center on a community-wide event (Open House #2) and complementary pop-up displays that combine elements of a celebration, exhibit, and feedback opportunity. Community members will be invited to:

- See how their contributions shaped the final plan.
- React to and affirm the draft plan changes.
- Identify any final refinements before adoption.

This phase will close the loop in a celebratory way, reinforcing transparency and accountability while fostering a sense of shared ownership and community pride. It ensures community members not only see themselves reflected in the plan but also understand how it will guide future decisions and investments.

This phase will build confidence in the plan, strengthen trust in the process, and inspire continued community engagement as Richfield moves from vision to action.

Phase III Tasks

18. Collaborate with staff to prepare marketing and communications content, including online/electronic newsletters.
19. Update project website with interactive tools for community input.
20. Prepare for and attend one (1) Steering Committee meeting.
21. Prepare content for and attend one (1) joint City Council and Planning Commission work session.
22. Prepare and post mail one (1) community-wide one-pager to promote the open house.
23. Prepare for and attend one (1) open house.

Task 3: Existing Conditions

This task will develop content to update Chapter 2 Community Direction, Chapter 3 Demographics and Chapter 4 Goals and Strategies Chapter.

3.1 Goal Setting

The consultant will refine the 2040 Comprehensive Plan’s goals and strategies, by focusing early on confirming the community’s values, lived experiences, and long-term aspirations. These conversations will take place at the outset of the engagement process.

3.2 Policy, Code & Plan Audit

The consultant will review all relevant plans and determine synergies and disconnects with the 2040 Comprehensive Plan’s goals and strategies. Findings will highlight compliance gaps, outdated assumptions, and areas where the community’s values have evolved.

3.3 Land Use & Development Trends

The consultant will review market shifts, redevelopment patterns, and demographic change to inform subarea revisions. Trends will be examined community-wide and for their influence on areas such as the I-494 Corridor, Cedar Avenue Corridor, “Downtown,” aging commercial areas, and mixed-use nodes. This review will help update Chapter 2 Community Direction.

3.4 Demographics & Base Maps

This task will focus on updates to Chapter 3 Demographics, documenting past trends and updating the City's 2050 socioeconomic forecasts. Resources are allocated across our work program to support mapping needs, with the understanding that City staff will provide the City's available data, consultant may need to supplement from other sources.

Task Deliverables

1. Chapter 2 Community Direction (Draft)
2. Chapter 3 Demographics (Draft)
3. Chapter 4 Goals and Strategies Chapter (Draft)

Task 4: Land Use

This task will develop content to update Chapter 5 Land Use.

4.1 Defining “Mixed-Use” for Richfield

The consultant will help define Richfield specific definitions of mixed-use land use categories to reflect local goals, priorities, and development context more accurately. This work will use an economic development lens to distinguish between vertical and horizontal mixed-use, define the differences between activity oriented and neighborhood scaled mixed-use, and identify the types of development intensities that best support transit. It will also outline performance criteria such as active frontages, expectations for the public realm, and access and mobility needs. Together, this definition will form a strong foundation for future land use decisions and zoning updates.

4.2 Quasi-Public Land Use Strategy

Recognizing that faith-based institutions are evolving in how they use land, the consultant will help develop guidance framework to support potential housing integration, community facilities, or site reuse while respecting neighborhood context.

4.3 Transit and Density

The consultant will work with the city to determine the appropriate land use guidance within a ½ mile radius of highway BRT, ¼ mile radius of arterial BRT and ¼ mile along high-frequency transit stations to meet new Metropolitan Council requirements. This work will focus on concentrating local growth in areas best served by transit to leverage infrastructure investments, support transit ridership, and foster compact, mixed-use, and walkable neighborhoods.

4.4 Subarea Guidance

The consultant will revisit Richfield’s key subareas, including the I-494 Corridor, the Cedar Avenue Corridor, the Penn Avenue Corridor, and the “Downtown”, with a fresh and thoughtful approach that reflects evolving market conditions and community priorities from Tasks 2 and 4. This work will include determining what mixed-use should mean within each subarea and how the desired mix of uses aligns with today’s development realities as well as future economic development goals.

As part of this effort, the consultant will evaluate whether housing remains appropriate along major transportation corridors considering public health research and local concerns related to air quality, noise, and long-term livability. Through this process, each subarea will be shaped by a clear vision, a set of guiding principles, a concept map, and policy direction that help Richfield advance equitable development, support economic resilience, and create healthy, vibrant places for current and future residents.

Task Deliverables

1. Chapter 5 Land Use (Draft)
 - a) Future Land Use Map (Draft)
 - b) Update Sub Area Narratives
 - c) Mixed-Use Definition & Typology
 - d) Transit Corridor Density Strategy
 - e) Quasi-Public Land Use Strategy

Task 5: Housing

This task will develop content to update Chapter 6 Housing.

5.1 Housing Goals

Richfield has already carried out many of the housing strategies from the 2040 Comprehensive Plan, including allowing a wider range of housing types in all residential categories, expanding missing middle housing options, and exploring ways to preserve naturally occurring affordable housing. This task will focus on updating goals and strategies that support housing affordability, preserve and create housing options, additional missing middle opportunities, and community development partnerships that were not included in the previous plan.

5.2 Affordable Housing & Density Compliance

The consultant will confirm Richfield’s regional affordable housing allocation and ensure the Future Land Use Map guides sufficient land at required minimum densities. Strategies will include coordinated land use guidance, policy support, and zoning recommendations.

5.3 Housing Strategies

This task will focus on deeper, more strategic conversations with housing staff to understand emerging needs and determine what new tools, programs, or strategies could further strengthen the department’s work. Through these discussions, the consultant will help the City shape a next generation housing strategy that builds on past successes while preparing the HRA for the challenges and opportunities ahead.

Task Deliverables

1. Chapter 6 Housing (Draft)
 - a) Regional Affordable Housing Allocation Compliance Analysis
 - b) HRA Tools & Strategies

Task 6: Transportation

This task will develop content to update Chapter 7 Transportation.

6.1 Transportation Goals

The consultant will work closely with Public Works and the Steering Committee to explore how emerging mobility strategies can continue to strengthen and complement the City’s existing transportation goals and practices. This includes evaluating the potential development of a Neighborhood Traffic Calming program and determining how such a program should be reflected in the Comprehensive Plan. Engagement for this portion of the plan will include specific focus on existing and future sidewalk networks throughout the city. As part of this task, the consultant will also review approaches related to how the City defines “expansion” and “reconstruction” projects, along with the potential benefits and community impacts associated with different types of transportation investments. This analysis will help clarify how these definitions shape project priorities and influence long-term outcomes for safety, mobility, and neighborhood vitality.

Overall, this task will guide the City in identifying the most appropriate directions to advance and incorporate into the Comprehensive Plan so that future transportation decisions are well grounded, aligned with revisions to the Regional Solicitation program, and reflective of the community’s goals.

6.2 Multimodal Baseline & Network Gaps

This task will update Richfield’s multimodal network maps to meet the Metropolitan Council’s new requirements, which emphasize documenting all travel modes and identifying network gaps. Building on recent bicycle and pedestrian planning and implementation work, as well as crash and safety data, the consultant will evaluate overall network connectivity and highlight the most significant barriers to safe walking, biking, and transit use.

6.3 Bike & Pedestrian Plan Integration

Richfield has completed extensive multimodal planning and implementation in recent years, and this progress, along with the changes that have taken place since adoption of the Active Transportation Plan and the Bike and Pedestrian Master Plans, will be fully reflected in the 2050 Comprehensive Plan. The updated plan will present new strategies for strengthening connections across the community, improving safe routes to schools, and enhancing access to transit corridors and mixed-use areas.

6.4 Transit Coordination & Future Mobility

The consultant will use findings from recent transit studies to update the 2040 Comprehensive Plan and identify transit-supportive development opportunities, ensuring alignment with the transit density requirements addressed in Task 3.3. This work will include refining policies that respond to emerging mobility trends, planned transit improvements, and regional system connections such as future BRT corridors.

Task Deliverables

1. Chapter 7 Transportation (Draft)
 - a. Revised Complete Streets Policies, if needed
 - b. Updated Transportation and Mobility Network Maps at the Local and Regional Level
 - c. Active Transportation Plan and Bicycle & Pedestrian Plan Integration

Task 7: Plan Integration

This task will incorporate plans into the update that are being prepared outside of this scope, including the Richfield–Bloomington Water Management Organization Comprehensive Watershed Management Plan, the City’s Surface Water Management Plan, the Stormwater Pollution Prevention Plan, the Climate Action Plan, and the Parks and Recreation System Update. It is assumed those who are developing these plans will be responsible for ensuring their compliance with Metropolitan Council requirements.

7.1 Coordination and Collaboration

This task translates the above plans into the required Comp Plan chapters, ensuring they are seamlessly integrated and that their goals, strategies and technical requirements are maintained in a consistent and well-coordinated manner. The above plans may also be included as appendices to the Comp Plan as needed to meet more technical requirements.

Task Deliverables

1. Chapter 8 Parks Systems Plan
2. Chapter 9 Public & Private Utilities
3. Chapter 10 Climate and Natural Systems
4. Natural Resources Chapter (new) to meet Metropolitan Council Requirements

Task 8: Implementation

This task will develop content to update Chapter 11 Implementation.

8.1 Implementation Matrix

Utilizing the analysis and outcomes of previous tasks, the consultant will identify actions that advance the policies and outlines defined within the Comprehensive Plan. A matrix will be created to inform future actions, highlighting responsibilities, timelines (near/mid/long-term), priorities, funding resources, and partnerships for each action.

8.2 Zoning Code Recommendations

Zoning code recommendations will be made to address mixed-use districts/overlays, residential neighborhood standards, TOD/station area land use changes, pedestrian-first design elements, and sustainability and green infrastructure requirements.

Task Deliverables

1. Chapter 11 Implementation Chapter (Draft)

Task 9: Adoption

This task will account for all required timelines associated with review periods, public hearings, and final adoption.

9.1 Draft Plan

The consultant will prepare a draft plan for staff review that not only updates the document to meet Metropolitan Council requirements but also modernizes it to reflect the City's past work, the community's revised goals, and findings from previous tasks. We anticipate that

the overall structure and outline of the plan will remain generally the same, with a refreshed presentation.

9.2 Public Review Draft & Hearings

The consultant will prepare the plan for public review, Planning Commission consideration, and City Council adoption. City staff will take lead at this point, but the consultant team will continue to support staff in the public hearing, jurisdictional review, and adoption process, particularly in relation to ensuring that all plan requirements set forth by the Metropolitan Council are satisfied.

9.3 Metropolitan Council Coordination & Final Submittal

The consultant will conduct a pre-submittal review with the Council, revise accordingly, and support the City through the regional review and approval process.

Task Deliverables

1. Final Plan for Staff and Public Review
2. Prepare materials for and attend the public review and adoption process with Planning Commission and City Council - two (2) meetings
3. Metropolitan Council Submittal Package
4. One (1) Final Plan in an ADA accessible PDF format
5. Six (6) printed and bound color copies

Exhibit B



| Task | Team Member | Lance | | | | | | Trey | | Sam | | Ally | | Maya | | Eve | | TC2 Total Hours | TC2 Total Cost | Jeff | | Support | | HKGI Total Hours | HKGI Total Cost | Abduljalil | Humanize MN Total Hours | | Humanize MN Total Cost | | Dan | Javier | Zan Assoc. Total Hours | Zan Assoc. Total Cost | Total Task Cost | | |
|--|-------------|-------|-------|-------|-------|-------|-------|------|--|-----|--|------|--|------|--|-----|-----|-----------------|----------------|------|-----|---------|--|------------------|-----------------|------------|-------------------------|-------------|------------------------|----|-----|--------|------------------------|-----------------------|-----------------|--|--|
| | | \$201 | \$170 | \$152 | \$130 | \$119 | \$117 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.0 PROJECT MANAGEMENT | | 33 | 4 | 0 | 0 | 3 | 0 | 40 | | | | | | | | | 40 | \$7,670 | 8 | 0 | 8 | | | \$1,560 | 4 | 4 | | \$800 | 6 | 0 | 6 | | \$1,440 | | | | |
| 1.1 Kick-Off and Project Management | | 30 | 2 | 0 | 0 | 0 | 0 | 32 | | | | | | | | | 32 | \$6,370 | 8 | 0 | 8 | | | \$1,560 | 4 | 4 | | \$800 | 6 | 0 | 6 | | \$1,440 | | | | |
| 1.2 Met Council Requirements & Compliance Matrix | | 2 | 0 | 0 | 0 | 3 | 0 | 5 | | | | | | | | | 5 | \$759 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 1.3 Community Engagement Plan (CEP) | | 1 | 2 | 0 | 0 | 0 | 0 | 3 | | | | | | | | | 3 | \$541 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 2.0 COMMUNITY ENGAGEMENT | | 36 | 15 | 0 | 0 | 32 | 60 | 143 | | | | | | | | | 143 | \$20,614 | 0 | 0 | 0 | | | \$0 | 68 | 68 | | \$13,600 | 4 | 88 | 92 | | \$11,696 | | | | |
| 2.1 Phase I (up to 8 pop-ups/touchpoints, 1 Steering Committee Meeting, 1 CC/PC Work session) | | 12 | 6 | 0 | 0 | 12 | 12 | 42 | | | | | | | | | 42 | \$6,264 | 0 | 0 | 0 | | | \$0 | 32 | 32 | | \$6,400 | 2 | 42 | 44 | | \$5,604 | | | | |
| 2.2 Phase II (up to 8 pop-ups/touchpoints, 1 Steering Committee Meeting, 1 CC/PC Work session, 1 Open House, 1 Newsletter) | | 12 | 5 | 0 | 0 | 12 | 24 | 53 | | | | | | | | | 53 | \$7,498 | 0 | 0 | 0 | | | \$0 | 32 | 32 | | \$6,400 | 2 | 42 | 44 | | \$5,604 | | | | |
| 2.3 Phase III (1 Steering Committee Meeting, 1 CC/PC Work session, 1 Open House, 1 Newsletter) | | 12 | 4 | 0 | 0 | 8 | 24 | 48 | | | | | | | | | 48 | \$6,852 | 0 | 0 | 0 | | | \$0 | 4 | 4 | | \$800 | 0 | 4 | 4 | | \$488 | | | | |
| 3.0 EXISTING CONDITIONS | | 8 | 0 | 0 | 10 | 34 | 2 | 54 | | | | | | | | | 54 | \$7,188 | 0 | 0 | 0 | | | \$0 | 4 | 4 | | \$800 | 0 | 0 | 0 | | \$- | | | | |
| 3.1 Goal Setting | | 2 | 0 | 0 | 0 | 8 | 0 | 10 | | | | | | | | | 10 | \$1,354 | 0 | 0 | 0 | | | \$0 | 4 | 4 | | \$800 | 0 | 0 | 0 | | \$0 | | | | |
| 3.2 Policy, Code and Plan Audit | | 2 | 0 | 0 | 0 | 6 | 0 | 8 | | | | | | | | | 8 | \$1,116 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 3.3 Land Use and Development Trends | | 2 | 0 | 0 | 6 | 4 | 2 | 14 | | | | | | | | | 14 | \$1,892 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 3.4 Demographics & Base Maps | | 2 | 0 | 0 | 4 | 16 | 0 | 22 | | | | | | | | | 22 | \$2,826 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 4.0 LAND USE | | 10 | 0 | 8 | 4 | 18 | 8 | 48 | | | | | | | | | 48 | \$6,824 | 6 | 20 | 26 | | | \$3,570 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 4.1 Defining "Mixed-Use" for Richfield | | 2 | 0 | 0 | 0 | 6 | 0 | 8 | | | | | | | | | 8 | \$1,116 | 2 | 4 | 6 | | | \$870 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 4.2 Quasi-Public Land Use Strategy | | 2 | 0 | 0 | 0 | 6 | 0 | 8 | | | | | | | | | 8 | \$1,116 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 4.3 Transit and Density | | 2 | 0 | 8 | 4 | 0 | 0 | 14 | | | | | | | | | 14 | \$2,138 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 4.4 Subarea Guidelines | | 4 | 0 | 0 | 0 | 6 | 8 | 18 | | | | | | | | | 18 | \$2,454 | 4 | 16 | 20 | | | \$2,700 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 5.0 HOUSING | | 6 | 0 | 0 | 4 | 0 | 0 | 10 | | | | | | | | | 10 | \$1,726 | 6 | 40 | 46 | | | \$5,970 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 5.1 Housing Goals | | 2 | 0 | 0 | 0 | 0 | 0 | 2 | | | | | | | | | 2 | \$402 | 2 | 12 | 14 | | | \$1,830 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 5.2 Affordable Housing and Density Compliance | | 2 | 0 | 0 | 0 | 4 | 0 | 6 | | | | | | | | | 6 | \$922 | 2 | 16 | 18 | | | \$2,310 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 5.3 Housing Strategies | | 2 | 0 | 0 | 0 | 0 | 0 | 2 | | | | | | | | | 2 | \$402 | 2 | 12 | 14 | | | \$1,830 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 6.0 TRANSPORTATION | | 4 | 0 | 16 | 8 | 6 | 0 | 34 | | | | | | | | | 34 | \$4,990 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 8 | 0 | 8 | | \$1,920 | | | | |
| 6.1 Transportation Goals | | 1 | 0 | 4 | 0 | 0 | 0 | 5 | | | | | | | | | 5 | \$809 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 8 | 0 | 8 | | \$1,920 | | | | |
| 6.2 Multimodal Baseline and Network Gaps | | 1 | 0 | 4 | 6 | 0 | 0 | 11 | | | | | | | | | 11 | \$1,589 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 6.3 Bicycle and Pedestrian Plan Integration | | 1 | 0 | 6 | 0 | 6 | 0 | 13 | | | | | | | | | 13 | \$1,827 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 6.4 Transit Coordination and Future Mobility | | 1 | 0 | 2 | 2 | 0 | 0 | 5 | | | | | | | | | 5 | \$765 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 7.0 PLAN INTEGRATION | | 14 | 0 | 8 | 12 | 24 | 24 | 82 | | | | | | | | | 82 | \$11,254 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 7.1 Plan Integration | | 14 | 0 | 8 | 12 | 24 | 24 | 82 | | | | | | | | | 82 | \$11,254 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 8.0 IMPLEMENTATION | | 4 | 0 | 0 | 0 | 8 | 0 | 12 | | | | | | | | | 12 | \$1,756 | 2 | 4 | 6 | | | \$870 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 8.1 Implementation Matrix | | 2 | 0 | 0 | 0 | 4 | 0 | 6 | | | | | | | | | 6 | \$878 | 1 | 2 | 3 | | | \$435 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 8.2 Zoning Code Recommendations | | 2 | 0 | 0 | 0 | 4 | 0 | 6 | | | | | | | | | 6 | \$878 | 1 | 2 | 3 | | | \$435 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 9.0 ADOPTION | | 26 | 0 | 16 | 16 | 50 | 32 | 140 | | | | | | | | | 140 | \$19,432 | 8 | 12 | 20 | | | \$3,000 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 9.1 Draft Plan | | 14 | 0 | 8 | 16 | 42 | 32 | 112 | | | | | | | | | 112 | \$14,852 | 6 | 8 | 14 | | | \$2,130 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 9.2 Public Review Draft and Hearings (1 Planning Commission Meeting and 1 City Council Meeting) | | 8 | 0 | 4 | 0 | 8 | 0 | 20 | | | | | | | | | 20 | \$3,168 | 2 | 4 | 6 | | | \$870 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| 9.3 Met Council Coordination and Submittal | | 4 | 0 | 4 | 0 | 0 | 0 | 8 | | | | | | | | | 8 | \$1,412 | 0 | 0 | 0 | | | \$0 | 0 | 0 | | \$0 | 0 | 0 | 0 | | \$0 | | | | |
| HOURLY TOTALS | | 141 | 19 | 48 | 54 | 175 | 126 | 563 | | | | | | | | | 563 | \$81,454.00 | 30 | 76 | 106 | | | \$14,970 | 76 | 76 | | \$15,200.00 | 18 | 88 | 106 | | \$15,056.00 | | | | |
| Meeting Resources (snacks) | | | | | | | | | | | | | | | | | | \$ 200 | | | | | | \$ - | | | | | \$ 200 | | | | | \$ 200 | | | |
| Translation Services | | | | | | | | | | | | | | | | | | \$ - | | | | | | \$ - | | | | | \$ 150 | | | | | \$ 300 | | | |
| Newsletter Mailing (2 community-wide mailings) | | | | | | | | | | | | | | | | | | \$ 20,000 | | | | | | \$ - | | | | | \$ - | | | | | \$ - | | | |
| Meeting Materials, Prints, & Supplies | | | | | | | | | | | | | | | | | | \$ 1,500 | | | | | | \$ - | | | | | \$ - | | | | | \$ - | | | |
| Travel/Mileage | | | | | | | | | | | | | | | | | | \$ 200 | | | | | | \$ 100 | | | | | \$ 200 | | | | | \$ 200 | | | |
| Total | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

\$149,930



Report Prepared By:
Zach McCarty, Solid Waste Specialist

Department Director:
Karl Huemiller, Recreation Director

Item for Consideration:
Resolution supporting the City of Richfield's selection to host a Minnesota GreenCorps Member.

EXECUTIVE SUMMARY

City staff were notified that a host site application to the Minnesota Pollution Control Agency's Minnesota GreenCorps program was approved, contingent on support from the City. If the resolution is approved, the City will host a member from September 2026 to August 2027. The GreenCorps member would assist the City in collecting data and implementing new programs to increase waste reduction rates among residents and City departments, as well as improve access to residents who historically have not participated in waste reduction programs. Specific projects include hosting events to educate residents on recycling and repair resources, data collection on the current status of bulky item disposal in the City, and expanding access to waste diversion opportunities at multi-unit residential buildings.

RECOMMENDED ACTION

By Motion: Approve the resolution supporting the City of Richfield's agreement to host a Minnesota GreenCorps member and authorizing the City Manager to execute a host site agreement with the Minnesota Pollution Control Agency.

HISTORICAL CONTEXT

The City has hosted GreenCorps members previously from 2018 to 2019 and 2021 to 2022. This partnership saw the launch of multiple resources that still exist today, including Richfield's organics drop-off program, the free resources for residents participating in an organics program, and multi-unit residential recycling education. Since last hosting a member, staff have continued to implement programs to improve access to waste reduction resources, including swaps, electronics recycling/paper shredding events, and partnering with the County's fix-it hub program. These programs have had high rates of engagement from residents, with many participants expressing a desire to have more resources to help keep items out of landfills. Staff continues to strive to meet this demand but are often hampered by lack of capacity to study and pilot new programs. A GreenCorps member would assist in continuing the development of these resources, helping the City achieve goals in its Climate Action Plan and Hennepin County's Solid Waste Management Plan, particularly around the repair, reuse, and reduction of waste.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Large portions of the GreenCorps member's proposed activities aim to reduce barriers to accessing environmentally responsible disposal methods, with a particular focus on expanding access to these resources at multi-unit residences. Additionally, the member will be tasked with developing resources and programs that can be accessed regardless of a participant's English proficiency.

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

None

CRITICAL TIMING ISSUES

A signed host site agreement from the City Manager is due to the MPCA by June 30, 2026.

FINANCIAL IMPACT

There will be a small financial impact for hosting a GreenCorps member. The City will be responsible for the costs associated with necessary IT equipment, the member's project-related mileage reimbursement, and providing up to \$600 in matching funds for professional development. These costs were budgeted in the 2026 Sustainability budget and will be covered by SCORE funding from the county, intended for waste reduction initiatives.

LEGAL CONSIDERATIONS

None.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

- 1. 2026-06-09 Resolution 12XXX GreenCorps (R1)

RESOLUTION NO. 12XXX

Motion by:
Seconded by:

**A RESOLUTION SUPPORTING THE CITY OF RICHFIELD'S SELECTION
TO HOST A MINNESOTA GREENCORPS MEMBER**

WHEREAS, the City of Richfield highly values sustainability and is actively working to help the community mitigate and adapt to the effects of climate change; and

WHEREAS, the City of Richfield is currently undertaking multiple waste management related initiatives, including broadening residential organics collection, improving opportunities for residents to reduce and donate bulky waste, and sharing education around reuse and waste reduction; and

WHEREAS, the City of Richfield was selected to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2026-2027 program year; and

WHEREAS, the City is committed to implementing the proposed project as described in the host site application, and in accordance with pre-scoped position description; and

WHEREAS, the MPCA requires that the City of Richfield enter into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, that the City of Richfield hereby agrees to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein and to comply with all of the terms, conditions, and matching provisions of the host site agreement and authorizes and directs the City Manager to sign the grant agreement on its behalf.

Adopted by the City Council of the City of Richfield, Minnesota this June 9, 2026.

VOTING AYE

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford Oleary, Sean**

VOTING NAY

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford Oleary, Sean**

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk



City Council Meeting 6/9/2026
Agenda Section: Consent Calendar
Agenda Item: 7.d.

Report Prepared By:
Matt Hardegger, Transportation Engineer

Department Director:
Kristin Asher, Public Works Director

Item for Consideration:
Consider a resolution authorizing the Mayor and City Manager to execute two Active Transportation Grant Agreements with the Metropolitan Council.

EXECUTIVE SUMMARY

Engineering is currently developing final design plans for two sidewalk projects funded through the 2024 Regional Solicitation process. These projects are on 73rd Street and Diagonal Boulevard between Portland Avenue and Cedar Avenue, and on 64th Street between Lyndale Avenue and Portland Avenue.

In order for grant funds to be disbursed by the Metropolitan Council, the city must enter into grant agreements with the agency.

RECOMMENDED ACTION

By Motion: Approve the resolution authorizing the Mayor and City Manager to execute two Active Transportation Grant Agreements with the Metropolitan Council.

HISTORICAL CONTEXT

In 2024, Richfield was awarded grants for two sidewalk projects through the Metropolitan Council's Regional Solicitation program. These grants were funded with Regional Sales and Use Tax revenue created in 2023 by the Minnesota Legislature.

Both projects were brought forward for public engagement during the summer and fall of 2025, with final design plans developed following engagement. The 73rd Street project is expected to have a bid opening in late June, with construction beginning in late August or early September. The 64th Street project is still in negotiations with the railroad about the crossing location and is expected to be bid by the end of 2026, for 2027 construction.

The 73rd Street/Diagonal Boulevard project was originally awarded \$1,046,040 in grant funds. Staff requested a scope change following public engagement to remove the new sidewalk element between Bloomington Avenue and Cedar Avenue, and instead re-pave the existing trail. This request included the return of some grant funding, since the scope of the project was reduced and an element was removed. This change will create a single pedestrian walkway on the north side of the street continuously from Harriet Avenue to Cedar Avenue. The scope change was approved at the May 20, 2026 TAB

meeting, with the revised grant amount of \$901,200.

Additional historical context about design decisions for the project can be found in the [November 25, 2025 agenda packet](#), if desired.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Entering into an agreement with the Metropolitan Council for grant fund disbursement is standard city business. Equitable and Strategic considerations for these projects can be found in the [November 25, 2025 agenda packet](#).

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

Funding for this program is authorized by MN Statute, section 473.4465. Both streets are classified as collector routes, which should have a sidewalk on one side of the road under Richfield's current sidewalk inclusion policy.

CRITICAL TIMING ISSUES

Grant agreements must be executed prior to the disbursement of funding for the project. Fifty percent of the funds for this program are disbursed at the point that 1) the agreement has been executed, 2) the plans have been approved by the Metropolitan Council, and 3) a contract has been executed with the project contractor.

FINANCIAL IMPACT

The current engineer's estimate for 73rd Street/Diagonal Boulevard is \$1,094,697.50 (95% design completion). The current engineer's estimate for 64th Street is \$1,058,832 (90% design completion).

The City of Richfield will receive up to \$901,200 from the Metropolitan Council for the 73rd Street/Diagonal Boulevard project and up to \$853,660 for the 64th Street project. Both projects require a 20% local match. For 73rd Street/Diagonal Boulevard, this will require a local match of up to \$225,300, which will be paid for using Franchise Fees. For 64th Street, the local match is up to \$213,415, which will be paid for using a combination of Franchise Fees and State Aid funds where eligible (portions of the project east of Nicollet Avenue).

LEGAL CONSIDERATIONS

These agreements have been reviewed by the City Attorney and they will be available for questions.

ALTERNATIVE RECOMMENDATION(S)

ATTACHMENTS

1. 2026-06-09_Resolution_12XXX_Met_Council_Sidewalk_Grant (R1)
2. SG-25M-AT-12 Richfield 73rd St. Sidewalk_Grant_Agreement (R1)
3. 2025.11.14_139183_73rd Layout
4. SG-25M-AT-13 Richfield 64th_Grant_Agreement (R1)
5. 2025.11.14_64th_Layout

RESOLUTION NO. 12XXX

**Motion by:
Seconded by:**

**AUTHORIZING EXECUTION OF METROPOLITAN COUNCIL AGREEMENTS
SG-25M-AT-12 & SG-25M-AT-13 SETTING GRANT TERMS AND CONDITIONS
FOR THE DISBURSEMENT OF REGIONAL SALES AND USE TAX REVENUE FUNDING
FOR ACTIVE TRANSPORTATION PROJECTS**

WHEREAS, the City of Richfield has applied to the Metropolitan Council for two grants from the Regional Sales and Use Tax Revenue Account; and

WHEREAS, the projects will construct pedestrian routes on 73rd Street and Diagonal Boulevard from Portland Avenue to Cedar Avenue and on 64th Street from Lyndale Avenue to Portland Avenue; and

WHEREAS, the Transportation Advisory Board has given notice that funding for these projects is available; and

WHEREAS, the maximum amount of the grant for 64th Street has been determined to be \$853,660 with a required local match of 20%; and

WHEREAS, the maximum amount of the grant for 73rd Street/Diagonal Boulevard has been determined to be \$901,200 with a required local match of 20%; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Richfield does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Regional Sales and Use Tax Revenue Account any amount appropriated for the project but not required. The Mayor and City Manager are authorized to execute a grant agreement and any amendments thereto with the Metropolitan Council concerning the above-referenced grants.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of June, 2026.

VOTING AYE

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford O'leary, Sean**

VOTING NAY

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford O'leary, Sean**

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

**Transit Financial Assistance Grant Agreement
Regional Sales and Use Tax**

| | | |
|---|--|--------------|
| Grantee: City of Richfield | | SG-25M-AT-12 |
| Project: 73 rd Street Sidewalk | | |
| Grant Amount: \$901,200.00 | Council Action: Business Item No. 2024-196; TAB Action Transmittal 2026-25 | |
| Required 20% Match: \$225,300.00 | Council Action Date: August 28, 2024; TAB Action Transmittal April 9, 2026 | |
| Additional Local Funds: \$0.00 | | |
| Total Project Cost: \$1,126,500.00 | | |
| Funding Authority: Minnesota Statutes, section 473.4465 | | |
| Funding Source: Regional Transportation Sales and Use Tax Revenue | | |
| Effective Date: Date Agreement is Executed | | |
| Project Activity Period: January 1, 2025 through December 31, 2028 | | |
| Expiration Date: December 31, 2028 | | |
| Grant Administrator: Arin Knutson | | |

AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the Metropolitan Council (“Council”) and the GRANTEE (“Grantee”) each acting by and through their duly authorized representatives.

RECITALS:

1. Minnesota Statutes, section 297A.9915, requires the Council to impose a metropolitan-area regional transportation sales and use tax and under Minnesota Statutes, section 473.4465, the Council must specify the purposes for which the “sales tax revenue” must be used.
2. Minnesota Statutes, section 473.4465, subdivisions 2 and 3 make five percent of the sales tax revenue available for grants to support active transportation within the metropolitan area and authorize the Transportation Advisory Board to establish eligibility requirements and a selection process to provide the grant awards.
3. The Grantee sought funding in connection with an application through the Regional Solicitation submitted in response to the Council’s notice of availability of grant funds and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

4. The Council awarded active transportation grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the “Project” identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will be completed before the “Expiration Date.”

NOW, THEREFORE, the Council and the Grantee agree as follows:

I. PROJECT; APPROVED BUDGET AND MATERIAL REPRESENTATIONS

1.01 Project. The Grantee agrees to perform and complete in a satisfactory and proper manner the Project specified in Exhibit A in accordance with the terms and conditions of this Agreement. The Project describes the activities to be completed by the Grantee and a proposed schedule for the completion of the Project. All Project activities must be consistent with the approved scope of work and the approved budget detailed below. Any proposed change to the Project must adhere to the Transportation Advisory Board (TAB) Scope Change Policy.

There are three types of scope changes: administrative, informal, and formal. Administrative scope changes are considered minor and can be reviewed and approved by Council staff. Informal scope changes that do not substantively impact the regional benefit of the Project may be approved by Council staff and completed with an executed grant contract amendment. Formal scope changes are changes deemed have the potential to significantly alter the estimated regional benefits of the Project and must go through the formal committee process and be approved by the TAB. In all cases a Grantee initiates a scope change request by submitting a signed letter of request outlining the changes being requested and subsequent impacts to the Project outcomes.

1.02 Approved Budget; Budget Variances. The Grantee will complete the Project in accordance with the approved budget specified in Exhibit A. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Budget variances that exceed twenty percent (20%) must be made by written amendment of this Agreement. Notwithstanding the aggregate or net effect of any variances, the Council’s obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified on Page 1 of this Agreement.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

1.03 Use of Contractors. The Grantee may engage contractors to perform Project activities. However, the Grantee retains sole responsibility to the Council for performance of the Project activities and the use of contractors does not relieve the Grantee from any of the Grantee's obligations under this Agreement. If the Grantee contracts with any contractors to perform any part of the Project activities, the contract shall include provisions requiring the contractor to:

- A. Maintain all records and provide all reporting as required by this Agreement; and
- B. Defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, suits, demands, damages, judgments, costs, interest, and expenses relating to the contractor's performance of the contracted work; and
- C. Provide and maintain insurance carrying levels and types of coverage appropriate for the contracted work and naming the Council as an additional insured, and provide to the Grantee—prior to commencement of the contracted work—a certificate of insurance evincing such insurance coverage; and
- D. Be an independent contractor for the purposes of completing the contracted work; and
- E. Acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between the Council and the contractor.

1.04 Project Plans. The Grantee will be required to submit final project plans for Council review and approval. Final project plans must ensure that the Project is substantially the same as what was described in the application, that basic design standards are met from the MnDOT Facility Design Guide or other applicable design standards, and that requirements of the Americans with Disabilities Act are being met. The Grantee's final project plans must be reviewed and signed by an accredited engineer that attests that the plan meets the minimum standards.

1.05 Right-of-Way Acquisition. Prior to the release of any grant funds, the Grantee must provide documentation that shows that all necessary land rights are under the control of the Grantee for the duration of the project and any necessary agreement(s) are in place. The Grantee must follow all applicable state standards concerning right-of-way acquisition.

1.06 Small Disadvantaged Businesses. If a project receives a grant award greater than \$750,000 and the Grantee plans to bid out work to a subcontracting firm, the Grantee must work with the Council's Office of Equity & Equal Opportunity (OEEO) to set subcontracting goals through the Metropolitan Council's Underutilized Business (MCUB) Program. If the Grantee already has an equivalent contracting program in place and provides evidence of such program to the Council the MCUB requirement can be waived.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

1.07 Material Representations. All representations made or contained in the Grantee’s application for grant assistance are material representations of fact upon which the Council relied in awarding this grant assistance and are incorporated by reference into this Agreement.

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. The Grantee is authorized to use the grant funds only for costs directly incurred for the Project activities described in the application for grant funds and specified in Exhibit A and only during the Project Activity Period specified in Paragraph 7.01 and identified on Page 1 of this Agreement. No other use of the grant funds is permitted.

2.02 Eligible Costs. Eligible project costs must be consistent with the TAB Eligible Project costs which include, but are not limited to: construction, crossing aids, lighting, streetscaping, and wayfinding.

2.03 Ineligible Costs. Costs for studies, preliminary engineering, design, right-of-way, and construction engineering are not eligible for reimbursement.

III. GRANT AMOUNT AND DISBURSEMENTS

3.01 Grant Amount. The Council will make available to the Grantee a grant of up to the “Grant Amount” identified on page 1 for the Project. The Council’s obligation under this Agreement shall not exceed the Grant Amount. The Council shall bear no responsibility for cost overruns that may be incurred by the Grantee, or any of its contractors, in the performance of the Project activities.

3.02 Disbursement of Grant Funds. Grant funds will be disbursed by the Council as follows:

- A. The first 50% of the Grant Award will be disbursed by the Council after the following conditions have been met:
 - i. This Agreement is fully executed by all parties.
 - ii. Council staff approval of Grantee’s final project plan sheets.
 - iii. Council receipt of Grantee’s signed construction contract.
- B. Upon full expenditure of the initial 50% of the Grant Award, Grantees must submit a Grantee Invoice using the form provided by the Council’s authorized agent (“Invoice”).
- C. The Invoice must describe the eligible Project Activities undertaken during the invoice period, itemize the expenditures for which the advance payment was utilized, and identify the corresponding activity line. This submission must also include supporting documentation pursuant to Paragraph 4.01.
- D. Subject to verification of the submitted Invoice (and the required documentation) and approval for consistency with this Agreement, the Council will approve the

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

expenditure of the 50% advance payment of the Grant Award. The Council may deny part, or all of the submitted Grantee Invoice believed to be unwarranted or unjustified.

- E. The remaining 50% of the Grant Award will be disbursed on a reimbursement basis after satisfactory review and approval of the expenditure of the initial 50% advance payment and upon receipt of an Invoice or Invoices from the Grantee.
- F. Each Invoice must describe the eligible Project activities undertaken during the invoice period, itemize the expenditures for which reimbursement is requested, and identify the corresponding grant activity line. Each request must also include supporting documentation pursuant to Paragraph 4.01.
- G. Subject to verification of each Invoice (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within thirty-five (35) days after receipt of a properly completed and verified Invoice. The Council may deny part, or all of any reimbursement request believed to be unwarranted or unjustified.
- H. No reimbursement payment will be made, which would cause the disbursement of grant funds to exceed, cumulatively through such payment, the Grant Amount.
- I. Disbursement of any grant funds or approval of any report is not a Council waiver of any Grantee noncompliance with this Agreement.

3.03 Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Exhibit A.

3.04 Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: (1) any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified on Page 1 of this Agreement; (2) any grant funds that are not used for the authorized purposes; (3) and any interest earnings described in Section 3.03 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Exhibit A. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

from the Council. Notwithstanding the expiration and termination provisions of Sections 7.02, 7.03, 7.04, and 7.05 such accounts and records shall be kept and maintained by the Grantee until the latest of (1) a period of six (6) years following the completion of the Project activities described or identified in Exhibit A, or (2) six (6) years following the expenditure of grant funds, or (3) if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved. Accounting methods shall be in accordance with generally accepted accounting principles.

If the Grantee engages any contractor to perform any part of the Project activities, the Grantee must include in its contract provisions requiring the contractor to establish and maintain Project information in accordance with the provisions of this Paragraph 4.01.

4.02 Audit. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

V. SEMI-ANNUAL AND FINAL REPORTING

5.01 Semi-Annual Reporting. During the Grant Activity Period the Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current Project spending and projected spending from January to June, and from July to December. The report shall also include the construction activities taken during the reporting period. The Grantee shall provide sufficient documentation thereof and such other information as the Council's staff reasonably requests.

5.02 Final Report. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report for Council review and approval. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Project receipts and expenditures, summarizing all Project activities, and containing a certification by the Grantee's authorized financial representative (e.g., CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

VI. MONITORING AND CONSULTATION REQUIREMENTS

6.01 Monitoring Activities. To assist the Council in monitoring compliance with this Agreement, the Grantee agrees to attend Grantee meetings as requested by the Council and to permit site visits by Council staff during business hours upon reasonable notice. The Grantee agrees to submit to the Council a copy of any promotional information regarding the Project disseminated by the Grantee during the term of this Agreement.

6.02 Changed Conditions. The Grantee must notify the Council immediately of any changes in conditions, law, ordinance, or regulation, or any other event that may affect the Grantee's ability to complete the Project activities in accordance with the terms of this Agreement.

6.03 Consultation. If the Grantee, for any reason, determines that the Project or any portion of it should not be undertaken, or that there should be a change in the scope of costs of the Project activities or any portion of them, the Grantee shall submit to the Grant Administrator a statement describing the situation and the reasons for the Grantee's determination. The review of these proposed changes will then follow the TAB Scope Change Policy, as described in Section 1.01.

VII. AGREEMENT TERM

7.01 Project Activity Period. The Grantee will complete all Project activities during the period identified as "Project Activity Period" on page 1. Grant funds may not be used by the Grantee to cover costs incurred for any Project activities taking place prior to or after the Project Activity Period.

7.02 Project Commencement. A formal solicitation for bids must be advertised by December 31, 2026. The Grantee may seek an extension by submitting a written letter of request for TAB approval. If the Grantee does not commence the project by the deadline and does not seek an extension, the Council may cancel the award.

7.03 Term. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Sections 7.05 or 7.06, this Agreement expires on the Expiration Date identified on Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has ninety (90) calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for grant-funded Project activities as prescribed in Section 2.01. If the Grantee fails to provide necessary documentation and information during this ninety (90)-day close-out period, the Grantee shall not be eligible to receive any unpaid grant funds, and the Council will not disburse any unpaid grant funds to the Grantee. This ninety (90)-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

7.04 Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

the execution of written amendments signed by the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council at least ninety (90) calendar days prior to the expiration date, a complete, written amendment request. All requirements must be met for a request to be considered complete. The Expiration Date may be extended, but the period of any extension shall not exceed one (1) year beyond the original expiration date identified on Page 1 of this Agreement.

7.05 Termination for Cause. This Agreement may be terminated by the Council for cause as reasonably determined by the Council at any time upon thirty (30) calendar days' written notice to the Grantee or if the Project has not commenced as set out in Paragraph 7.02. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Exhibit A that have been completed prior to the termination.

7.06 Termination by Council for Noncompliance. If the Council finds that the Grantee failed to comply with the terms and conditions of this Agreement, the Council may terminate this Agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Project. Upon the Council finding of noncompliance, the Council may cease payment of invoices during any period of noncompliance and may require the Grantee to repay the Grant Funds in full or in a portion determined by the Council. Nothing herein shall be construed to limit the Council's legal remedies to recover the Grant Funds.

7.07 Effect of Grant Closeout or Termination. The closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Grantee by this Agreement. The closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover Grant Funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any Grant Funds due to the Council as a result of later refunds, corrections, or other transactions. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Active Transportation Grant Program, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

VIII. CONTACT PERSONS, GRANT ADMINISTRATOR

8.01 Contact Persons. The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Agreement are:

Metropolitan Council:

Arin Knutson
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
(612) 349-7643
Arin.Knutson@metc.state.mn.us

Grantee:

Matt Hardegger
City of Richfield
1901 East 66th Street
Richfield, MN 55423
612-861-9792
mhardegger@richfieldmn.gov

Or such other person(s) as may be designated in writing for itself by either party.

8.02 Notices. Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with an overnight express courier, five (5) days after deposit in the mail, or upon receipt of the notice e-mail. Notices will be sent to a Party at its address set forth above or such other address as that Party may specify in writing pursuant to this section.

8.03 Council's Grant Administrator. The Council's Grant Administrator for purposes of administration of this Agreement is the person identified as the "Grant Administrator" on Page 1 of this Agreement, or such other person as may be designated in writing by the Council. The Grant Administrator is not authorized to execute amendments to this Agreement on behalf of the Council.

IX. GENERAL CONDITIONS

9.01 Conflict of Interest. The members, officers, and employees of the Grantee must comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

9.02 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

9.03 Effective Date. This Agreement is effective on the date this Agreement is fully executed by both Parties' authorized representatives.

9.04 Assignment Prohibited. The Grantee shall not assign this Agreement to any third party nor transfer any Project activities responsibilities without receiving the prior express written

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

9.05 Indemnification. The Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the Council, its members, officers, employees, and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees arising out of, resulting from, or relating to, the performance of the Project activities by the Grantee or the Grantee's employees, agents, or contractors. Neither the Council nor the Grantee waives any immunities or limits on liability provided by Minnesota Statutes chapter 466 or other applicable state or federal law.

9.06 Nondiscrimination. The Grantee agrees not to discriminate against any employee, applicant for employment, or participant because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation. When the Project is completed, the Grantee will operate and maintain the Project in compliance with Minnesota Statutes, section 363A.12, regarding non-discrimination in the provision of public services.

9.07 Acknowledgement. The Grantee will appropriately acknowledge the financial assistance made available by the Council under this Agreement in any promotional materials, reports, and publications relating to the Project.

9.08 Compliance with Law; Obtaining Permits, Licenses and Authorizations. The Grantee will conduct the Project activities in compliance with all applicable federal, state, and local laws, ordinances, or regulations. The Grantee is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for conducting the Project activities.

9.09 Workers' Compensation; Tax Withholdings. The Grantee represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or materials suppliers, if any, under this Agreement, comply with the tax withholding on wage requirements of Minnesota Statutes, section 290.92.

9.10 Construction. This Agreement is intended to assist in implementing the Council's Transportation Policy Plan and shall be interpreted consistently with that document.

9.11 Jurisdictions, Venue, and Governing Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in a state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance and interpretation of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, excluding its choice of laws rules.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

9.12 Execution in Counterpart; Electronic Signatures. This Agreement may be executed in counterpart. Electronic signatures of the Parties' duly authorized signatories, by facsimile or email/Portable Document Format (PDF) transmission, shall be valid as an original signature of the authorized signatories and shall be effective to bind the Parties under this Agreement.

**Transit Financial Assistance Grant Agreement
Regional Sales and Use Tax**

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective on the date this Agreement is executed by the Council.

METROPOLITAN COUNCIL

GRANTEE

By: _____
Ryan O'Connor, Regional Administrator

By: _____
Mary B. Supple

Date: _____

Title: _____

Date: _____

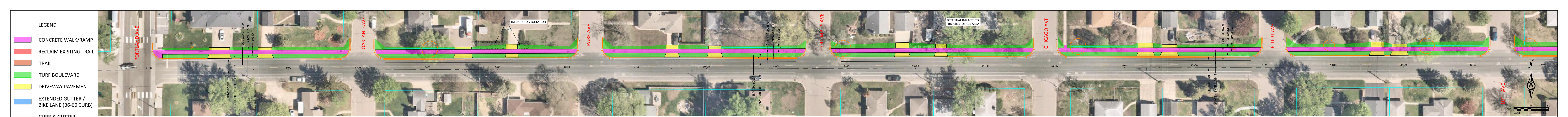
By: _____
Katie Rodriguez

Title: _____

Date: _____

EXHIBIT A

| Project Details | |
|--|--|
| Project Title | 73rd Street Sidewalk |
| Grantee/Subrecipient | City of Richfield |
| Grantee/Subrecipient Address | 6700 Portland Ave. S. Richfield, MN 55423 |
| Grantee/Subrecipient Project Manager | Matt Hardegger |
| Project Manager Email | mhardegger@richfieldmn.gov |
| Project Manager Phone | 612-861-9792 |
| Project Start Date | January 1, 2025 |
| Project End Date | December 31, 2028 |
| Grant Amount | \$ 901,200.00 |
| Required 20% Match | \$ 225,300.00 |
| Additional Local Funds | \$ - |
| Total Project Cost | \$ 1,126,500.00 |
| Type or Project (capital or operating) | Capital |
| Work Scope: <i>Description of the project including any anomalies. Please attach additional information when available (such as site plans, schematics, maps, etc.)</i> | |
| <p>The proposed project will construct a new sidewalk along E 73rd St and Diagonal Blvd from CSAH 35 (Portland Ave) to MSAS 115 (Bloomington Ave S) in the City of Richfield. E 73rd St and Diagonal Blvd form a Minor Collector route. The new sidewalk along E 73rd St will be constructed at the back of curb, and the new sidewalk along Diagonal Blvd will be separated from the roadway by a boulevard. The shared-use path along Diagonal Blvd will be re-paved between 72nd St and MSAS 363 (Cedar Ave S). New ADA-compliant curb ramps will be added throughout the corridor. Minor right of way acquisition and temporary construction easements will be required to construct the proposed sidewalk.</p> | |
| Grant Budget | |
| Item Description or Purpose: <i>Please provide copies of written cost estimates and other budget documentation when possible</i> | Line Total |
| Mobilization | \$ 75,000.00 |
| Removals | \$ 65,000.00 |
| Roadway (grading, borrow, etc.) | \$ 82,500.00 |
| Roadway (aggregates and paving) | \$ 256,229.00 |
| Storm Sewer | \$ 134,000.00 |
| Concrete Items (curb & gutter, sidewalks, median barriers) | \$ 211,885.00 |
| Traffic Control | \$ 15,000.00 |
| Signing | \$ 6,300.00 |
| Lighting | \$ 60,000.00 |
| Turf - Erosion & Landscaping | \$ 100,500.00 |
| Roadway Contingencies | \$ 120,000.00 |
| Grant Award | \$ 901,200.00 |
| Local Match Amount | \$ 225,300.00 |
| Total Project Cost | \$ 1,126,500.00 |



- LEGEND**
- CONCRETE WALK/RAMP
 - RECLAIM EXISTING TRAIL
 - TRAIL
 - TURF BOULEVARD
 - DRIVEWAY PAVEMENT
 - EXTENDED GUTTER / BIKE LANE (B6-60 CURB)
 - CURB & GUTTER

- HIGH QUALITY TREE REMOVAL
- MID/LOW QUALITY TREE REMOVAL
- PRIVATE UTILITY POLE CONFLICT
- PROPOSED RETAINING WALL
- FENCE RELOCATION
- EXISTING R/W

- LEGEND**
- 1. 15FT TYPICAL CURB RADIUS UNLESS OTHERWISE NOTED

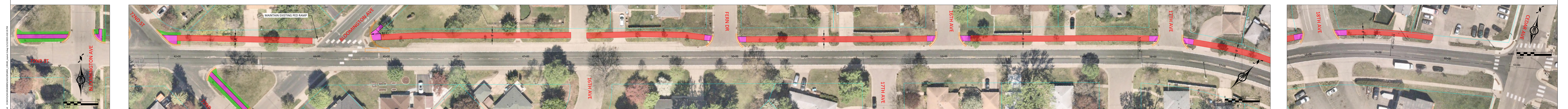


Figure 3: E 73rd St and Diagonal Blvd
October 2025

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

| | | |
|---|---|--------------|
| Grantee: City of Richfield | | SG-25M-AT-13 |
| Project: 64 th Street Sidewalk | | |
| Grant Amount: \$853,660.00 | Council Action: Business Item No. 2024-196 | |
| Required 20% Match: \$213,415.00 | Council Action Date: August 28, 2024 | |
| Additional Local Funds: \$0.00 | | |
| Total Project Cost: \$1,067,075.00 | | |
| Funding Authority: Minnesota Statutes, section 473.4465 | | |
| Funding Source: Regional Transportation Sales and Use Tax Revenue | | |
| Effective Date: Date Agreement is Executed | | |
| Project Activity Period: January 1, 2025 through December 31, 2028 | | |
| Expiration Date: December 31, 2028 | | |
| Grant Administrator: Arin Knutson | | |

AGREEMENT

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1. Minnesota Statutes, section 297A.9915, requires the Council to impose a metropolitan-area regional transportation sales and use tax and under Minnesota Statutes, section 473.4465, the Council must specify the purposes for which the “sales tax revenue” must be used.
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3. The Grantee sought funding in connection with an application through the Regional Solicitation submitted in response to the Council’s notice of availability of grant funds and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

4. The Council awarded active transportation grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the “Project” identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will be completed before the “Expiration Date.”

NOW, THEREFORE, the Council and the Grantee agree as follows:

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Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

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- A. Maintain all records and provide all reporting as required by this Agreement; and
- B. Defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, suits, demands, damages, judgments, costs, interest, and expenses relating to the contractor's performance of the contracted work; and
- C. Provide and maintain insurance carrying levels and types of coverage appropriate for the contracted work and naming the Council as an additional insured, and provide to the Grantee—prior to commencement of the contracted work—a certificate of insurance evincing such insurance coverage; and
- D. Be an independent contractor for the purposes of completing the contracted work; and
- E. Acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between the Council and the contractor.

1.04 Project Plans. The Grantee will be required to submit final project plans for Council review and approval. Final project plans must ensure that the Project is substantially the same as what was described in the application, that basic design standards are met from the MnDOT Facility Design Guide or other applicable design standards, and that requirements of the Americans with Disabilities Act are being met. The Grantee's final project plans must be reviewed and signed by an accredited engineer that attests that the plan meets the minimum standards.

1.05 Right-of-Way Acquisition. Prior to the release of any grant funds, the Grantee must provide documentation that shows that all necessary land rights are under the control of the Grantee for the duration of the project and any necessary agreement(s) are in place. The Grantee must follow all applicable state standards concerning right-of-way acquisition.

1.06 Small Disadvantaged Businesses. If a project receives a grant award greater than \$750,000 and the Grantee plans to bid out work to a subcontracting firm, the Grantee must work with the Council's Office of Equity & Equal Opportunity (OEEO) to set subcontracting goals through the Metropolitan Council's Underutilized Business (MCUB) Program. If the Grantee already has an equivalent contracting program in place and provides evidence of such program to the Council the MCUB requirement can be waived.

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1.07 Material Representations. All representations made or contained in the Grantee’s application for grant assistance are material representations of fact upon which the Council relied in awarding this grant assistance and are incorporated by reference into this Agreement.

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. The Grantee is authorized to use the grant funds only for costs directly incurred for the Project activities described in the application for grant funds and specified in Exhibit A and only during the Project Activity Period specified in Paragraph 7.01 and identified on Page 1 of this Agreement. No other use of the grant funds is permitted.

2.02 Eligible Costs. Eligible project costs must be consistent with the TAB Eligible Project costs which include, but are not limited to: construction, crossing aids, lighting, streetscaping, and wayfinding.

2.03 Ineligible Costs. Costs for studies, preliminary engineering, design, right-of-way, and construction engineering are not eligible for reimbursement.

III. GRANT AMOUNT AND DISBURSEMENTS

3.01 Grant Amount. The Council will make available to the Grantee a grant of up to the “Grant Amount” identified on page 1 for the Project. The Council’s obligation under this Agreement shall not exceed the Grant Amount. The Council shall bear no responsibility for cost overruns that may be incurred by the Grantee, or any of its contractors, in the performance of the Project activities.

3.02 Disbursement of Grant Funds. Grant funds will be disbursed by the Council as follows:

- A. The first 50% of the Grant Award will be disbursed by the Council after the following conditions have been met:
 - i. This Agreement is fully executed by all parties.
 - ii. Council staff approval of Grantee’s final project plan sheets.
 - iii. Council receipt of Grantee’s signed construction contract.
- B. Upon full expenditure of the initial 50% of the Grant Award, Grantees must submit a Grantee Invoice using the form provided by the Council’s authorized agent (“Invoice”).
- C. The Invoice must describe the eligible Project Activities undertaken during the invoice period, itemize the expenditures for which the advance payment was utilized, and identify the corresponding activity line. This submission must also include supporting documentation pursuant to Paragraph 4.01.
- D. Subject to verification of the submitted Invoice (and the required documentation) and approval for consistency with this Agreement, the Council will approve the

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

expenditure of the 50% advance payment of the Grant Award. The Council may deny part, or all of the submitted Grantee Invoice believed to be unwarranted or unjustified.

- E. The remaining 50% of the Grant Award will be disbursed on a reimbursement basis after satisfactory review and approval of the expenditure of the initial 50% advance payment and upon receipt of an Invoice or Invoices from the Grantee.
- F. Each Invoice must describe the eligible Project activities undertaken during the invoice period, itemize the expenditures for which reimbursement is requested, and identify the corresponding grant activity line. Each request must also include supporting documentation pursuant to Paragraph 4.01.
- G. Subject to verification of each Invoice (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within thirty-five (35) days after receipt of a properly completed and verified Invoice. The Council may deny part, or all of any reimbursement request believed to be unwarranted or unjustified.
- H. No reimbursement payment will be made, which would cause the disbursement of grant funds to exceed, cumulatively through such payment, the Grant Amount.
- I. Disbursement of any grant funds or approval of any report is not a Council waiver of any Grantee noncompliance with this Agreement.

3.03 Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Exhibit A.

3.04 Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: (1) any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified on Page 1 of this Agreement; (2) any grant funds that are not used for the authorized purposes; (3) and any interest earnings described in Section 3.03 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Exhibit A. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

from the Council. Notwithstanding the expiration and termination provisions of Sections 7.02, 7.03, 7.04, and 7.05 such accounts and records shall be kept and maintained by the Grantee until the latest of (1) a period of six (6) years following the completion of the Project activities described or identified in Exhibit A, or (2) six (6) years following the expenditure of grant funds, or (3) if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved. Accounting methods shall be in accordance with generally accepted accounting principles.

If the Grantee engages any contractor to perform any part of the Project activities, the Grantee must include in its contract provisions requiring the contractor to establish and maintain Project information in accordance with the provisions of this Paragraph 4.01.

4.02 Audit. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

V. SEMI-ANNUAL AND FINAL REPORTING

5.01 Semi-Annual Reporting. During the Grant Activity Period the Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current Project spending and projected spending from January to June, and from July to December. The report shall also include the construction activities taken during the reporting period. The Grantee shall provide sufficient documentation thereof and such other information as the Council's staff reasonably requests.

5.02 Final Report. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report for Council review and approval. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Project receipts and expenditures, summarizing all Project activities, and containing a certification by the Grantee's authorized financial representative (e.g., CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

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VI. MONITORING AND CONSULTATION REQUIREMENTS

6.01 Monitoring Activities. To assist the Council in monitoring compliance with this Agreement, the Grantee agrees to attend Grantee meetings as requested by the Council and to permit site visits by Council staff during business hours upon reasonable notice. The Grantee agrees to submit to the Council a copy of any promotional information regarding the Project disseminated by the Grantee during the term of this Agreement.

6.02 Changed Conditions. The Grantee must notify the Council immediately of any changes in conditions, law, ordinance, or regulation, or any other event that may affect the Grantee's ability to complete the Project activities in accordance with the terms of this Agreement.

6.03 Consultation. If the Grantee, for any reason, determines that the Project or any portion of it should not be undertaken, or that there should be a change in the scope of costs of the Project activities or any portion of them, the Grantee shall submit to the Grant Administrator a statement describing the situation and the reasons for the Grantee's determination. The review of these proposed changes will then follow the TAB Scope Change Policy, as described in Section 1.01.

VII. AGREEMENT TERM

7.01 Project Activity Period. The Grantee will complete all Project activities during the period identified as "Project Activity Period" on page 1. Grant funds may not be used by the Grantee to cover costs incurred for any Project activities taking place prior to or after the Project Activity Period.

7.02 Project Commencement. A formal solicitation for bids must be advertised by December 31, 2026. The Grantee may seek an extension by submitting a written letter of request for TAB approval. If the Grantee does not commence the project by the deadline and does not seek an extension, the Council may cancel the award.

7.03 Term. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Sections 7.05 or 7.06, this Agreement expires on the Expiration Date identified on Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has ninety (90) calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for grant-funded Project activities as prescribed in Section 2.01. If the Grantee fails to provide necessary documentation and information during this ninety (90)-day close-out period, the Grantee shall not be eligible to receive any unpaid grant funds, and the Council will not disburse any unpaid grant funds to the Grantee. This ninety (90)-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

7.04 Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

the execution of written amendments signed by the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council at least ninety (90) calendar days prior to the expiration date, a complete, written amendment request. All requirements must be met for a request to be considered complete. The Expiration Date may be extended, but the period of any extension shall not exceed one (1) year beyond the original expiration date identified on Page 1 of this Agreement.

7.05 Termination for Cause. This Agreement may be terminated by the Council for cause as reasonably determined by the Council at any time upon thirty (30) calendar days' written notice to the Grantee or if the Project has not commenced as set out in Paragraph 7.02. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Exhibit A that have been completed prior to the termination.

7.06 Termination by Council for Noncompliance. If the Council finds that the Grantee failed to comply with the terms and conditions of this Agreement, the Council may terminate this Agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Project. Upon the Council finding of noncompliance, the Council may cease payment of invoices during any period of noncompliance and may require the Grantee to repay the Grant Funds in full or in a portion determined by the Council. Nothing herein shall be construed to limit the Council's legal remedies to recover the Grant Funds.

7.07 Effect of Grant Closeout or Termination. The closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Grantee by this Agreement. The closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover Grant Funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any Grant Funds due to the Council as a result of later refunds, corrections, or other transactions. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Active Transportation Grant Program, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

VIII. CONTACT PERSONS, GRANT ADMINISTRATOR

8.01 Contact Persons. The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Agreement are:

Metropolitan Council:

Arin Knutson
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
(612) 349-7643
Arin.Knutson@metc.state.mn.us

Grantee:

Matt Hardegger
City of Richfield
1901 East 66th Street
Richfield, MN55423
612-861-9792
mhardegger@richfieldmn.gov

Or such other person(s) as may be designated in writing for itself by either party.

8.02 Notices. Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with an overnight express courier, five (5) days after deposit in the mail, or upon receipt of the notice e-mail. Notices will be sent to a Party at its address set forth above or such other address as that Party may specify in writing pursuant to this section.

8.03 Council's Grant Administrator. The Council's Grant Administrator for purposes of administration of this Agreement is the person identified as the "Grant Administrator" on Page 1 of this Agreement, or such other person as may be designated in writing by the Council. The Grant Administrator is not authorized to execute amendments to this Agreement on behalf of the Council.

IX. GENERAL CONDITIONS

9.01 Conflict of Interest. The members, officers, and employees of the Grantee must comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

9.02 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

9.03 Effective Date. This Agreement is effective on the date this Agreement is fully executed by both Parties' authorized representatives.

9.04 Assignment Prohibited. The Grantee shall not assign this Agreement to any third party nor transfer any Project activities responsibilities without receiving the prior express written

Transit Financial Assistance Grant Agreement Regional Sales and Use Tax

consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

9.05 Indemnification. The Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the Council, its members, officers, employees, and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees arising out of, resulting from, or relating to, the performance of the Project activities by the Grantee or the Grantee's employees, agents, or contractors. Neither the Council nor the Grantee waives any immunities or limits on liability provided by Minnesota Statutes chapter 466 or other applicable state or federal law.

9.06 Nondiscrimination. The Grantee agrees not to discriminate against any employee, applicant for employment, or participant because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation. When the Project is completed, the Grantee will operate and maintain the Project in compliance with Minnesota Statutes, section 363A.12, regarding non-discrimination in the provision of public services.

9.07 Acknowledgement. The Grantee will appropriately acknowledge the financial assistance made available by the Council under this Agreement in any promotional materials, reports, and publications relating to the Project.

9.08 Compliance with Law; Obtaining Permits, Licenses and Authorizations. The Grantee will conduct the Project activities in compliance with all applicable federal, state, and local laws, ordinances, or regulations. The Grantee is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for conducting the Project activities.

9.09 Workers' Compensation; Tax Withholdings. The Grantee represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or materials suppliers, if any, under this Agreement, comply with the tax withholding on wage requirements of Minnesota Statutes, section 290.92.

9.10 Construction. This Agreement is intended to assist in implementing the Council's Transportation Policy Plan and shall be interpreted consistently with that document.

9.11 Jurisdictions, Venue, and Governing Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in a state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance and interpretation of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, excluding its choice of laws rules.

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9.12 Execution in Counterpart; Electronic Signatures. This Agreement may be executed in counterpart. Electronic signatures of the Parties' duly authorized signatories, by facsimile or email/Portable Document Format (PDF) transmission, shall be valid as an original signature of the authorized signatories and shall be effective to bind the Parties under this Agreement.

**Transit Financial Assistance Grant Agreement
Regional Sales and Use Tax**

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective on the date this Agreement is executed by the Council.

METROPOLITAN COUNCIL

GRANTEE

By: _____
Ryan O'Connor, Regional Administrator

By: _____
Mary B. Supple

Date: _____

Title: _____

Date: _____

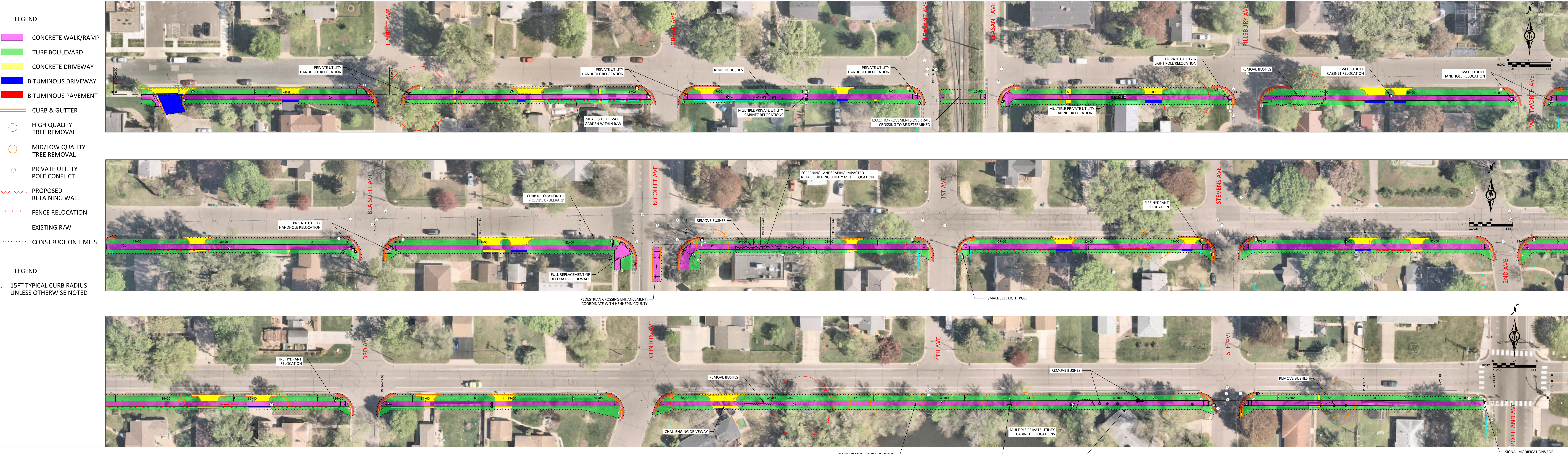
By: _____
Katie Rodriguez

Title: _____

Date: _____

EXHIBIT A

| Project Details | |
|--|--|
| Project Title | 64th Street Sidewalk |
| Grantee/Subrecipient | City of Richfield |
| Grantee/Subrecipient Address | 6700 Portland Ave. S. Richfield, MN 55423 |
| Grantee/Subrecipient Project Manager | Matt Hardegger |
| Project Manager Email | mhardegger@richfieldmn.gov |
| Project Manager Phone | 612-861-9792 |
| Project Start Date | January 1, 2025 |
| Project End Date | December 31, 2028 |
| Grant Amount | \$ 853,660.00 |
| Required 20% Match | \$ 213,415.00 |
| Additional Local Funds | \$ - |
| Total Project Cost | \$ 1,067,075.00 |
| Type or Project (capital or operating) | Capital |
| Work Scope: <i>Description of the project including any anomalies. Please attach additional information when available (such as site plans, schematics, maps, etc.)</i> | |
| <p>The proposed project will construct a new sidewalk along W 64th St from just east of MSAS 363 (Lyndale Ave) to CSAH 35 (Portland Ave) in the City of Richfield. W 64th St is a local roadway from Lyndale Ave to Nicollet Ave and a minor collector from Nicollet Ave to Portland Ave. The new sidewalk will be separated from the roadway by a boulevard, and new ADA-compliant curb ramps will be added throughout the corridor. A new ADA-compliant at-grade railroad crossing will be constructed across the Progressive Rail line located along Pleasant Ave. Minor right of way acquisition and temporary construction easements will be required to construct the proposed sidewalk.</p> | |
| Grant Budget | |
| Item Description or Purpose: <i>Please provide copies of written cost estimates and other budget documentation when possible</i> | Line Total |
| Mobilization | \$ 55,000.00 |
| Removals | \$ 52,000.00 |
| Roadway (grading, borrow, etc.) | \$ 72,000.00 |
| Roadway (aggregates and paving) | \$ 41,275.00 |
| Storm Sewer | \$ 109,000.00 |
| Concrete Items (curb & gutter, sidewalks, median barriers) | \$ 383,400.00 |
| Traffic Control | \$ 10,000.00 |
| Signing | \$ 5,000.00 |
| Lighting | \$ 100,000.00 |
| Turf - Erosion & Landscaping | \$ 92,400.00 |
| RR Crossing | \$ 50,000.00 |
| Roadway Contingencies | \$ 97,000.00 |
| Grant Award | \$ 853,660.00 |
| Local Match Amount | \$ 213,415.00 |
| Total Project Cost | \$ 1,067,075.00 |



- LEGEND**
- CONCRETE WALK/RAMP
 - TURF BOULEVARD
 - CONCRETE DRIVEWAY
 - BITUMINOUS DRIVEWAY
 - BITUMINOUS PAVEMENT
 - CURB & GUTTER
 - HIGH QUALITY TREE REMOVAL
 - MID/LOW QUALITY TREE REMOVAL
 - PRIVATE UTILITY POLE CONFLICT
 - PROPOSED RETAINING WALL
 - FENCE RELOCATION
 - EXISTING R/W
 - CONSTRUCTION LIMITS

- LEGEND**
1. 15FT TYPICAL CURB RADIUS UNLESS OTHERWISE NOTED



Sidewalk Project - W 64th St
City of Richfield, Minnesota

Figure 2: W 64th St
October 2025





City Council Meeting 6/9/2026

Agenda Section: Resolutions

Agenda Item: 11.a.

Report Prepared By:

Julie Urban, Assistant Community Development Director

Department Director:

Melissa Poehlman, Community Development Director

Item for Consideration:

Consideration of a policy for use of the 4d (1) tax classification as a tool to create and preserve affordable housing.

EXECUTIVE SUMMARY

The City of Richfield is committed to maintaining Richfield as an affordable place to live and supporting the creation and preservation of housing affordable to a range of income levels. One of the tools the City can use to create and preserve affordable housing for those with lower incomes is the 4d (1) tax classification (4d (1)). When the City or its Housing and Redevelopment Authority (HRA) or Economic Development Authority (EDA) provides financial assistance to an affordable multi-family property (Property) and places rent and income restrictions on the Property as a condition of the assistance, the Property may qualify for 4d (1). The 4d (1) classification provides a reduction in the tax classification for the Property from 1.25% to 0.25% resulting in substantial cost savings to the Property, which can help facilitate new construction as well as encourage the preservation and rehabilitation of existing affordable rental housing. The cost savings, however, reduces the City's tax capacity and shifts the costs to other City taxpayers, so both costs and benefits must be considered.

Two work sessions were held with the City Council and the Housing and Redevelopment Authority (HRA)/Economic Development Authority (EDA) to discuss the use of 4d (1) and its impacts and provide guidance on a policy the City can use when it has the discretion to approve financing which would qualify a Property for 4d (1). The consensus was that 4d (1) should be a tool of last resort and used only in instances when other funding has been maximized and when the City's highest housing priorities will be met.

Policymakers placed the highest priority on maintaining Richfield as an affordable place to live, preserving and rehabilitating existing affordable rental housing, and diversifying the tax base. Based on these priorities, the policy establishes that the use of 4d (1) will be considered to preserve Naturally Occurring Affordable Housing (NOAH) that meets a variety of additional housing priorities (e.g., units that are physically accessible, units with two or more bedrooms). In the case of new construction, 4d(1) will only be considered when other financing tools have been exhausted, housing priorities are being met, and it makes financial sense for the City.

RECOMMENDED ACTION

By Motion: Adopt a resolution approving a policy governing the use of the 4d (1)

tax classification to help create and preserve affordable housing.

HISTORICAL CONTEXT

The 4d (1) tax classification provides a reduced tax classification rate for affordable housing properties. A specific financial request from Hempel Companies in January 2025 led the Council to request further study on the impacts of 4d (1) and to bring the topic to policymakers in a work session. Work sessions were held with the City Council and the HRA/EDA on February 17 and April 20.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

- There are two desired outcomes in the Strategic Plan that are impacted by the use of 4d (1) including maintaining Richfield as an affordable place to live and creating a diversified tax base.
- Creating and preserving affordable housing can also support the desired outcome of reducing racial inequities and barriers for traditionally excluded groups.

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

- Minnesota Statutes, section 273.128 establishes the 4d (1) tax classification, which provides a reduced property tax class rate of 0.25% for rental housing that provides housing affordable to households earning up to 60% of the area median income (AMI). The 4d (1) classification is automatically granted for properties receiving federal or state financial assistance that requires income and rent limits at 60% AMI for at least 20% of the units. Properties receiving local-level financial assistance may also qualify for 4d (1) if rent and income restrictions are required. Recipients of the tax classification are required to use the reduction for property improvements, rent stabilization, or increases to the property's reserve account.

CRITICAL TIMING ISSUES

- Staff have received several inquiries about 4d (1) in the past several months. Having an approved policy will enable staff to better respond to these requests.
- The policy will be brought to the HRA/EDA for ratification on July 20, 2026.

FINANCIAL IMPACT

The 4d (1) tax classification provides an 80% reduction in taxes to qualified properties, which consequently reduces the City's tax capacity. The City has to increase its rate in order to make up for the reduced capacity, which shifts the tax burden to other taxpayers. The current properties with 4d (1) reduce the City's tax capacity by \$445,456 (Payable 2026). The existing and potential financial impacts of 4d (1) were described in more detail in the two Council work sessions.

LEGAL CONSIDERATIONS

- The 4d (1) tax classification is automatic for properties that receive State and/or Federal funding that requires affordability. Cities where the percentage of the

city's net tax capacity subject to 4d (1) exceeds two percent of the total net tax capacity are required to receive written approval from a city council; however, Richfield does not meet that threshold (0.46% of Richfield's tax capacity qualifies for 4d (1)).

- Owners may also qualify for 4d (1) if a city provides financial assistance in exchange for a commitment to affordability (at least 20% of units at 60% AMI). In cases where a property owner requests financial assistance from the City and/or the HRA/EDA, policymakers have the discretion to deny the funding and/or decide not to tie financial assistance to a commitment of affordability.
- The policy was reviewed by the City Attorney and the HRA/EDA Attorney.

ALTERNATIVE RECOMMENDATION(S)

- Adopt the policy with revisions.
- Decide not to adopt a policy.

ATTACHMENTS

1. 2026-06-09 Resolution 12XXX 4d (1) Tax Class Policy
2. 4d Policy 6.9.26

RESOLUTION NO. 12XXX

Motion by:
Seconded by:

**RESOLUTION APPROVING THE ADOPTION OF A
4d (1) TAX CLASSIFICATION POLICY**

WHEREAS, Minnesota Statutes, section 273.128, establishes the 4d (1) tax classification (“4d (1)”), which provides a reduced property tax class rate of 0.25% for multi-family rental housing that provides housing affordable to households earning up to 60% of the Area Median Income; and

WHEREAS, affordable multi-family rental properties (“Properties”) that receive financial assistance from the federal government, the state of Minnesota, or a local unit of government may qualify for 4d (1) if the housing units are subject to rent and income restrictions under the terms of the financial assistance provided; and

WHEREAS, 4d (1) offers a financial benefit to Properties, making it a tool the City of Richfield (“City”), as a local unit of government, can use to encourage the preservation, rehabilitation and construction of affordable housing by providing financial assistance that requires income and rent restrictions; and

WHEREAS, 4d (1) can provide a benefit to the City by helping to advance several housing goals and priorities, it also comes at a cost to the City’s tax capacity and can shift taxes onto other taxpayers; and

WHEREAS, in order to balance the costs and the benefits and ensure that the tool is used only in instances where the City’s highest housing priorities are being met, the City has developed a policy to govern its use in cases where it is within its discretion; and

WHEREAS, the policy prioritizes preservation of Naturally Occurring Affordable Housing (“NOAH”) that meets multiple City housing priorities and only considers 4d (1) for new construction when other financial resources are maximized and it makes financial sense for the City; and

NOW, THEREFORE, BE IT RESOLVED

1. The 4d (1) Tax Classification Policy is hereby approved and adopted.
2. City staff is authorized to carry out the policy effective immediately.

RESOLUTION NO. 12XXX

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of June, 2026.

VOTING AYE

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford Oleary, Sean**

VOTING NAY

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford Oleary, Sean**

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

City of Richfield
Richfield Housing and Redevelopment Authority
Richfield Economic Development Authority
4d (1) Tax Classification Policy

The City of Richfield, Richfield Housing and Redevelopment Authority, and Richfield Economic Development Authority (“the City”) are committed to maintaining Richfield as an affordable place to live and supporting the creation and preservation of housing affordable to a range of income levels. One of the tools the community can use to create and preserve affordable housing for those with lower incomes is the tax classification available under Minnesota Statutes, section 273.13, subd. 25 4d (1).

The 4d (1) tax classification provides a reduced property tax class rate for qualifying rental housing that meets income and affordability criteria as established in [Minnesota Statutes, section 273.128](#). Because the property tax benefit realized by qualified properties comes at a cost to the City’s tax capacity and that cost may be shifted to other taxpayers, when there is discretion available, City participation in establishing the statutory criteria for 4d (1) will be considered as a last resort financing tool in instances where other private, City, County, and State resources have been exhausted, and it furthers the City’s highest housing priorities.

The percentage of Richfield’s net tax capacity subject to 4d (1) does not currently exceed two percent of the City’s total net tax capacity and, therefore, property owners seeking 4d (1) classification are not required to obtain written approval from the Richfield city council before making applications to the Minnesota Housing Finance Agency. Accordingly, the City’s “approval” of 4d (1) will take the form of participation or cooperation in creating the statutory conditions for qualification of a project rather than the direct written approval required in cities exceeding the two percent net tax capacity threshold.

1. Naturally Occurring Affordable Rental Housing (NOAH)

The 4d (1) tax classification may be considered to preserve and improve NOAH housing under the following conditions:

- A. The property contains at least 40 units;
- B. The property is at risk of significantly increased rents and displacement of low-income households;
- C. Significant rehabilitation is being undertaken (i.e., a minimum of \$20,000/unit);
- D. At least two of these high priority housing needs are/will be provided:
 - units with accessibility improvements;
 - units with two or more bedrooms; or
 - housing for residents receiving Section 8, Bring It Home, or Kids@Home rental assistance; and
- E. At least two of these “next” priority housing needs are/will be provided:
 - rents affordable to households earning no more than 50% of the Area Median Income (“AMI”);
 - housing for families with children in a Richfield school;
 - improved energy-efficiency (*must provide an independent energy audit and a plan for improved energy-efficiency based on items identified in the audit*); or

- housing with supportive services

Proposals that meet all three of the highest priorities but just one of the “next” priorities may also be considered.

2. New Construction of Affordable Housing

4d (1) will generally not be considered for new housing development unless it makes financial sense for the City and under the following conditions:

- A. The project is 80 units or fewer, and fewer than 50 units is preferred;
- B. The use of the land for housing is consistent with the Comprehensive Plan and meets Zoning Ordinance requirements;
- C. The project complies with the City’s Inclusionary Housing Policy (“IHP”) and provides:
 - more Accessible units than those required by the IHP;
 - units with three and four bedrooms; and
 - subsidized units affordable at 30% of the AMI or less;
- D. Other City financing is not being used (e.g., tax increment financing, tax abatement, Affordable Housing Trust Fund), except that a land write-down for City-owned property may be considered along with 4d (1) if the proposed project is the highest and best use for the site, and the land write-down is necessary to secure additional financing;
- E. The project has maximized funding from other public funding sources (e.g., Metropolitan Council, Hennepin County, Minnesota Housing); and
- F. The site is challenging (e.g., small, difficult access), and the proposed project is the highest and best use for the site.

Additional Conditions and Requirements

1. All projects that receive the 4d (1) tax classification must meet the following requirements:
 - Agree to provide 90 days’ advanced notice of any sale or transfer of the property;
 - Agree to not discriminate against households utilizing Housing Choice Vouchers (Section 8) or other forms of rental assistance;
 - In cases of NOAH rehabilitation, submit a rehabilitation plan and provide an annual reporting of the progress on the plan; and
 - Agree to a minimum assessed market value (i.e., cannot contest the apartment’s assessed market value below the agreed upon minimum value);
2. All projects will be evaluated for the need for financial assistance, the impact to City and other levies, and the resulting shift in tax burden to other taxpayers;

3. The Council reserves the right to limit the number of units within a project that are qualified for the 4d (1) tax classification; and
4. The length of time approved for the 4d (1) classification will be based on a variety of factors including demonstrated need, total value of the reduced tax rate, cost per unit, the overall impact on the City's tax capacity, and the number and priority of housing needs met by the rate reduction.

City participation in any plan or program which enables an applicant to qualify for 4d (1) tax classification is discretionary. This policy expresses the priorities and purposes of the City's efforts to encourage the construction and maintenance of affordable housing. Like any policy, it cannot anticipate all circumstances or unique situations and is thus subject to adjustment and modification. The City Council or Board of Commissioners of the Housing and Redevelopment Authority or Economic Development Authority may vary the application of this policy as circumstances warrant with the adoption of findings of the reasons for doing so. The City Council must provide final approval of all 4d (1) applications and any exceptions to this policy.

Adopted as revised:

This ___ day of _____, 2026, by the Richfield City Council.

Mayor

City Manager

This ___ day of _____, 2026, by the Richfield Housing and Redevelopment Authority.

Chair

Secretary

This ___ day of _____, 2026, by the Richfield Economic Development Authority.

President

Secretary



Report Prepared By:

Michelle Friedrich, City Clerk

Department Director:

Sack Thongvanh, Assistant City Manager

Item for Consideration:

Consider and approve either a 46-day in-person or an 18-day early voting period for 2026 based on new election legislation passed on May 15, 2026, establish an absentee ballot board with Hennepin County, and a city absentee ballot board on election days, and as needed throughout the 46 days of absentee voting.

EXECUTIVE SUMMARY

On May 15, 2026, legislation passed as HF 4240/SF 4006 and was signed by Governor Walz on May 18, 2026, allowing local municipalities to administer either a 46-day mail and in-person absentee voting period or an 18-day in-person early voting (direct balloting) period. Minnesota Statutes § 203B.05 was amended to provide local governments the option to designate whether they will administer elections beginning 46 days or 18 days before Election Day. Due to the timing of the amended statute, Hennepin County has requested notice as soon as possible, but no later than the state deadline of June 12, 2026, for 2026 elections. Any future changes to the in-person election administration period must be communicated at least 14 weeks prior to each election cycle in any election year.

Richfield's most recent absentee and early voting history report from the State Voter Registration System (SVRS) for the 2024 election cycle shows 19,664 total votes cast. Of these, approximately 4,283 were mail absentee ballots, 5,010 were direct-balloting votes cast during the 18-day early voting period, and 10,371 were Election Day polling place votes.

It is important to note that absentee ballots must still be available beginning 46 days before each regularly scheduled primary and general election. Municipalities now have an administrative option regarding who administers absentee voting and when local administration begins—either 46 days or 18 days before Election Day. Election staff will continue to receive absentee ballots from residents who do not want to utilize the United States Postal Service beginning 46 days prior to Election Day. Richfield election staff will receive the absentee ballot envelopes and will forward them to Hennepin County. Hennepin County will serve as Richfield's absentee ballot board and will accept or reject absentee ballots during the absentee voting period (June 26–August 10 and October 16–November 2). The city clerk, administrative assistant, and election specialist will also serve as an absentee ballot board as needed during the 46-day absentee ballot period, and on each Election Day.

Option 1: Full 46-Day In-Person Voting Period

- 28 days of Absentee Voting
- 18 days of Early Voting

Option 2: 18-Day In-Person Early Voting Period (previously called direct balloting period)

- 18 days of Early Voting

Staff recommends approval of an 18-day in-person early voting election administration process for the Statewide Primary and General Elections. The City will conduct 18 days of in-person early voting from July 24–August 10, and from October 16–November 2, respectively, for each election. Staff also recommends appointing Hennepin County as the absentee ballot board for Richfield elections for the 46 days of absentee voting, with the City of Richfield also establishing an absentee ballot board for the actual Primary and General Election Days, and as needed during the 46 days of absentee voting.

RECOMMENDED ACTION

By Motion: Approve a resolution establishing an 18-day in-person early voting administration process for the Statewide Primary and General Elections in Richfield, Minnesota, and appoint:

- Hennepin County as the primary absentee ballot board for Richfield elections for the 46 days of absentee voting.
- A city absentee ballot board as needed during the 46 days of absentee voting.
- A city absentee ballot board for the Statewide Primary Election (August 11, 2026) and General Election (November 3, 2026).

HISTORICAL CONTEXT

The City of Richfield has provided election administration during the 46 days of absentee voting prior to Election Day, and also direct balloting, which occurs within the 46 days of absentee voting (18 days before Election Day). Prior to 2024, city internal staffing was utilized for the 46 days of absentee voting. As absentee voting began to increase in recent elections, additional election judge staffing was required to properly administer elections during the 46-day absentee voting period.

| <u>Voting Activity</u> | <u>2022 Primary</u> | <u>2022 General</u> | <u>2024 Primary</u> | <u>2024 General</u> |
|-------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Registered Voters | 21,756 | 21,458 | 21,575 | 22,172 |
| Total Voting | 5,385 | 15,111 | 5,294 | 19,664 |
| Total Election Day Voting | 4,558 | 10,649 | 4,275 | 10,371 |

| | | | | |
|----------------------|-----|-------|-----|-------|
| Mail/AB Voting | 593 | 3,021 | 700 | 4,283 |
| Direct Ballot Voting | 229 | 1,418 | 316 | 5,010 |
| | | | | |

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic Considerations

The legislation is supported by local government organizations as it provides flexibility based on community needs, staffing resources, and operational capacity. The 18-day in-person early voting period (previously called direct balloting) option also aligns with the city's legislative priority request for the last two years of a 46-day direct balloting option.

Impacts

- Facility impacts during elections are present. Increased parking constraints for visitors, voters, and staff, and room availability within the Municipal Center during the election season is limited. An 18-day in-person early voting period reduces parking and facility usage disruptions. This also limits the need for additional security to the 18-day early voting period.
- Historically, residents have experienced 46 days of absentee voting at the Richfield Municipal Center. Approving an 18-day early voting period will still allow residents to vote during the absentee voting period in the first 28 days. However, they will need to either request an absentee ballot from Hennepin County, either in-person at the Hennepin County Government Center, or request online to be delivered by mail.

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

Section 1. Minnesota Statutes 2024, section 203B.05, subdivision 1, is amended to read:

Subdivision 1. Generally. (a) The full-time clerk of any city or town shall administer the provisions of sections 203B.04 to 203B.15 and 203B.30 if:

- (1) the county auditor of that county has designated the clerk to administer them; or
- (2) the clerk has given the county auditor of that county notice of intention to administer them.

The designation or notice must specify whether the clerk will be responsible for the administration of a ballot board as provided in section 203B.121, and the municipality must determine whether the municipality's office will be designated to administer voting under section 203B.081 starting on the 46th day before the election or the 18th day before the election.

CRITICAL TIMING ISSUES

With legislation passing on May 15, 2026, and the state notification deadline set for June 12, 2026, the Council will need to make a decision at the June 9 Council meeting on whether to administer a 46-day mail and in-person absentee voting period or an 18-day in-person early voting (direct balloting) period.

FINANCIAL IMPACT

With the new legislation, if the Council approves the 18-day in-person early voting period, the number of election judges needed during the first 28 days of absentee voting would be reduced. This would result in an estimated savings in temporary staffing costs of approximately \$5,000 per election cycle in 2026. All other aspects and costs of election administration, including election judge wages and training, equipment testing, and equipment maintenance and repair, would remain unchanged. There may be an increased need for additional election judges during the 18-day in-person early voting period, depending on voter turnout. Election staff will prepare for additional election judge staffing during the 18-day early voting period, and utilize if needed.

LEGAL CONSIDERATIONS

None.

ALTERNATIVE RECOMMENDATION(S)

Council could choose to maintain the current election administration process, which includes a 46-day mail and in-person absentee voting period along with an 18-day in-person early voting (direct balloting) period.

ATTACHMENTS

1. 2026-06-09 Resolution 12XXX Establishing 46 or 18 Day Elections and Absentee Boards (R1)

RESOLUTION NO. 12XXX

Motion by:
Seconded by:

A RESOLUTION ESTABLISHING THE CITY OF RICHFIELD’S ABSENTEE AND EARLY VOTING ADMINISTRATION PERIOD AND ADMINISTRATION OF ABSENTEE BALLOT BOARD FOR ALL FUTURE PRIMARY AND GENERAL ELECTIONS HELD ON THE SAME DAY AS A STATEWIDE ELECTION PURSUANT TO MINNESOTA STATUTES § 203B.05

WHEREAS, the Minnesota Legislature passed HF 4240 / SF 4006 on May 15, 2026, and it was signed into law on May 18, 2026, amending Minnesota Statutes § 203B.05 to allow municipalities administering elections to designate either a 46-day or an 18-day period for administering absentee and in-person early voting (direct balloting); and

WHEREAS, municipalities must notify the county auditor and the Minnesota Secretary of State of their selected election administration intent no later than June 12, 2026, for the 2026 election cycle; and

WHEREAS, the designation or notice must specify whether the clerk will be responsible for the administration of a ballot board as provided in section Minnesota Statutes § 203B.121; and

WHEREAS, per Minnesota Statutes § 203B.121, the City of Richfield will receive absentee ballots, and in coordination with Hennepin County, transfer absentee ballot envelopes for processing by the county absentee ballot board during the 46 days of absentee voting; and

WHEREAS, the City of Richfield city clerk, administrative assistant, election specialist, and three election judges, as applicable and when properly trained and sworn in, will receive required absentee ballot board election training to serve as needed on the City’s absentee ballot board during the 46-day absentee ballot period, and on each Statewide Election Day, in accordance with Minnesota Statutes § 203B.121 and related provisions, as necessary to administer absentee ballot processing.

NOW, THEREFORE, BE IT RESOLVED, The City of Richfield City Clerk is authorized to take all necessary actions to implement this resolution in compliance with state law and shall administer elections under the 18-day in-person early voting (direct balloting) process pursuant to Minnesota Statutes § 203B.05, and § 203B.121 as amended.

BE IT FURTHER RESOLVED, that Early Voting administration under Minnesota Statutes § 203B.05 shall commence on the 18th day before all Primary Election on August 11, 2026, and at the General Election held on November 3, 2026.

Adopted by the City Council of the City of Richfield, Minnesota on this 9th day of June, 2026.

VOTING AYE

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford Oleary, Sean**

VOTING NAY

- Supple, Mary**
- Burk, Walter**
- Christensen, Sharon**
- Coleman-Woods, Rori**
- Hayford Oleary, Sean**

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk



City Council Meeting 6/9/2026
Agenda Section: Closed Session
Agenda Item: 15.a.

Report Prepared By:

Mark McKinley, Administrative Assistant

Department Director:

Katie Rodriguez, City Manager

Item for Consideration:

Closed Session City Manager Evaluation.

EXECUTIVE SUMMARY

The City Council will convene in closed session pursuant to Minnesota Statutes § 13D.05, subd. 3(a), to conduct the performance evaluation of the City Manager. The evaluation may include discussion of performance, goals, compensation, and other employment-related matters and will occur as part of the City's planned leadership transition.

RECOMMENDED ACTION

By Motion: Recess the meeting to enter and hold a closed meeting for the purpose of conducting a performance evaluation of City Manager Katie Rodriguez, pursuant to Minnesota Statutes section 13D.05, subd. 3(a).

HISTORICAL CONTEXT

The City Council annually evaluates the performance of the City Manager. The evaluation process provides an opportunity for the Council to review accomplishments, discuss organizational goals and priorities, and consider employment-related matters, including compensation.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Through the performance evaluation process, the City Council reviews the City Manager's effectiveness in implementing Council priorities, advancing strategic initiatives, stewarding public resources, and fostering an organizational culture that supports equitable service delivery and community outcomes.

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

Minnesota Statutes § 13D.05, subd. 3(a) permits a public body to close a meeting to evaluate the performance of an individual who is subject to its authority. At its next open meeting, the City Council must summarize its conclusions regarding the evaluation.

CRITICAL TIMING ISSUES

Timely completion of the City Manager evaluation supports the City Council's annual performance review process.

FINANCIAL IMPACT

The City Council may discuss compensation and related employment terms as part of the City Manager performance evaluation. Any resulting changes to salary, benefits, or other compensation would have a financial impact on the City's budget and would be acted upon by the City Council in accordance with applicable laws and procedures.

LEGAL CONSIDERATIONS

ALTERNATIVE RECOMMENDATION(S)

ATTACHMENTS

None