



Richfield City Council Agenda

August 25, 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. **Minutes of the July 28, 2026 City Council Work Session.**
 - b. **Minutes of the July 28, 2026 City Council Regular Meeting.**
 - c. **Minutes of the August 12, 2026 City Council Work Session.**
- 5. Open Forum**

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

Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.

 - a. **Approve Disbursements/Claims**
 - b. **Consider approval of the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement (JPA) with Richfield Department of Public Safety/Police for access to the Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.**
 - c. **Consider approval of an agreement for Prosecution Services with the City of Richfield and H/J Law.**
 - d. **Approve a work order in the amount of \$189,050 with HDR Engineering, Inc. for a water treatment plant feasibility study.**
- 8. Consideration of Items, if Any Removed From Consent Calendar**
- 9. Public Hearings**
- 10. Proposed Ordinances**
 - a. **Consider the first reading of an ordinance approving changes to subsection 400.21 and the addition of subsection 400.22 to the city code pertaining to fire prevention.**
- 11. Resolutions**
- 12. Other Business**
- 13. City Manager's Report**
- 14. Council Discussion**
 - a. **Hats off to Hometown Hits**
 - b. **Council Liaison Reports**
- 15. 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 July 28, 2026

ITEM #1	CALL TO ORDER
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Mayor Supple called the work session to order on July 28, 2026, at 5:30 p.m., in Bartholomew Conference Room.

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

Staff Present: Katie Rodriguez, City Manager; Joe Powers, City Engineer; Matt Hardegger, Transportation Engineer; Kristin Asher, Public Works Director; Kevin O'Connell, Fire Lieutenant; Courtney DesCamps, Senior Analyst; and Michelle Friedrich, City Clerk.

Guests Present: Matt Huggins, Hennepin County Project Manager.

ITEM #2	ITEM DISCUSSION
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a. Hennepin County Penn Avenue Reconstruction Project Design and Budget Update.

Public Works Director Asher outlined the agenda for the reconstruction project and introduced Matt Hardegger, Transportation Engineer, to present the work session item.

Transportation Engineer Hardegger presented an update on the Penn Avenue project, including the proposed bikeway design, major and minor intersection treatments, business-district parking, and current project costs. The project team reviewed public and Transportation Commission feedback gathered through the current engagement phase, noting approximately 420 public interactions and 15 business-owner discussions.

Council expressed consensus in support of a one-way cycle track along the corridor and compact single-lane roundabouts at 64th, 69th, and 75th Streets, with continued coordination with the Fire Department regarding emergency access at 64th Street. Council supported raised pedestrian crossings and agreed that pedestrian-activated flashing beacons at 64th and 75th Streets should be included, while the 69th Street beacon should be designed to accommodate future installation and reconsidered after the planned 69th Street reconstruction. For minor intersections, Council supported closed medians at 67th, 71st, and 73rd Streets; a pedestrian refuge median at 65th Street; and staff's recommendations without medians at 63rd, 68th, and 70½ Streets. Council supported maximizing on-street parking in the 67th, 66th, and 65th Street blocks, while not adding parking in the 64th and 63rd Street blocks due to cost and impacts to existing off-street parking.

Staff were directed to continue discussions with affected businesses regarding access and parking. Staff and Council reviewed the current total project estimate is approximately \$35 million, with an estimated City share of \$11.4 million, or approximately \$11.7 million including City staff costs.

Potential additional improvements, including pedestrian medians, raised crossings, landscaping, lighting, and a bikeway connection to 76th Street, were discussed, with some items requiring further consideration. City Manager Rodriguez provided an overview of upcoming capital needs and debt considerations and noted that the updated financial management plan would be presented to Council for review in August. City Engineer Powers explained that the additional financial information could still shape project design decisions since final concurrence is scheduled for early October. Council also noted the broader capital-budget pressures facing the City and the potential impact of pending changes to the County's cost-participation policy. Transportation Engineer Hardegger noted the project team will continue public engagement, refine the design, and prepare for Open House 4 on August 19.

ITEM #3	ADJOURNMENT
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Mayor Supple adjourned the work session at 6:57 p.m.

Date Approved: August 25, 2026

Mary B. Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Council Regular Meeting

July 28, 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 July 28, 2026, in the Council Chambers.

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

Staff Present: Katie Rodriguez, City Manager; Joe Powers, City Engineer; Richanta Pollard, City Intern; Mary Tietjen, City Attorney; and Michelle Friedrich, City Clerk.

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

ITEM #3	APPROVAL OF THE AGENDA
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MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to approve the agenda as presented.

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

Motion carried: 5-0

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 July 14, 2026, and (4b) City Council Regular Meeting from July 14, 2026.

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

Motion carried: 5-0

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.

Three residents participated in Open Forum.

Kathleen Balaban, Richfield resident, raised concerns about the care and maintenance of existing City trees, citing observed damage and loss of trees previously planted in City parks. Ms. Balaban encouraged the City to establish clearer tree-care procedures and responsibilities and to provide residents with guidance for planting and maintaining trees.

Deb Nordmarken, Richfield resident, expressed concerns about past City decisions, including redevelopment, rezoning, property tax reassessments, and spending. Ms. Nordmarken urged the Council to limit spending, consider the impact of taxes on residents and seniors, and review City management costs and future financial obligations.

Birgit Johnson, Richfield resident, spoke in support of preserving Richfield's parks and green spaces, emphasizing their value for nature and wildlife. Ms. Johnson encouraged the City to prioritize existing developed areas for future structures and to protect green space from further development.

ITEM #6	PROCLAMATIONS AND PRESENTATIONS
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a. Summer Intern Presentation.

Richanta Pollard, City Intern, provided an overview of her participation in the ACE internship program, which introduces young adults to careers in local government. She discussed her work with the City, including event planning, research, communications, community outreach, election activities, and public health initiatives. She also shared skills gained during the internship and her plans to graduate with a degree in public health and pursue graduate education and a career in public service.

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

a. Approve Disbursements/Claims

U.S. BANK	07-17-2026
A/P Checks/ETF's: (07-04-2026 through 07-17-2026)	\$1,602,597.02
Payroll (07-17-2026)	<u>\$1,263,675.43</u>
TOTAL	\$2,866,272.45

- b. Approve the bid tabulation and authorize the Mayor and City Manager to execute a contract with Standard Sidewalk Inc. for the 2026 Concrete Project in the amount of \$395,806.75 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.
- c. Consider approval of a license agreement with E- Clan, Inc. d/b/a B&J Trees, to sell trees under the picnic pavilion at Veterans Park.

- d. Consider approval of the 2027 Food, Pools and Lodging agreement with the City of Bloomington.
- e. Consider the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of beer and malt beverages in their parking lot on Sunday, September 20, 2026, in conjunction with Richfield's Open Streets at Penn Fest event.
- f. Approval of the bid tabulation and authorize the Mayor and City Manager to execute a contract with JL Theis, Inc. for the 73rd Street/Diagonal Boulevard 2026 Sidewalk Project in the amount of \$1,080,651.33 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.
- g. Consider approval of agreements with J. Becher and Associates, in the amount of \$139,850, for electrical work and US Mechanical, in the amount of \$294,210 for mechanical work on the Richfield Ice Arena lobby.
- h. Consider approval of a bid tabulation and award a contract to North Metro Companies, LLC for the USDA UCF Boulevard Tree Planting in the amount of \$269,068 and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.
- i. Consider adoption of a resolution authorizing the Mayor and City Manager to execute Master Utility Agreement No. 1062054 between the City of Richfield, the State of Minnesota Department of Transportation (MnDOT), and MnDOT's selected design-build contractor, which will govern the replacement, repair, and/or relocation of City-owned utilities as part of 494 Project 2.

RESOLUTION 12442

AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT) MASTER UTILITY AGREEMENT NO. 1062054, APPLICABLE TO STATE PROJECT NUMBER 2785-462 ON TRUNK HIGHWAY NUMBER 494

- j. Consider Adoption of the Hennepin County Elections Emergency/Continuity Plan.
- k. Consider approval of a quote from Fluid Interiors in the amount of \$429,659.54 for the purchase and installation of interior and exterior furniture in the new building at Wood Lake Nature Center, and authorization of the City Manager to negotiate the terms of the quote and execute the agreement to proceed.

MOTION: made by Council Member Hayford Oleary, seconded by Council Christensen, to approve Consent Calendar items 7a-k as presented.

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

Motion carried: 5-0

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

ITEM #9	PUBLIC HEARINGS
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- a. Public hearing and consider the adoption of a resolution approving the Five-Year Street Reconstruction Plan (2027-2031) and authorize the issuance of street reconstruction bonds to finance the 2026-2027 Nicollet Avenue Reconstruction Project.

Council Member Hayford Oleary announced a public hearing for item 9a will be held after the presentation by City Engineer Joe Powers.

City Engineer Powers presented an overview of the five-year street reconstruction plan and proposed bonding for the Nicollet Avenue reconstruction project. City Engineer Powers noted the project is led by Hennepin County, and includes roadways, bicycle and pedestrian lanes, and utility improvements from 66th to 77th Street. City Engineer Powers noted staff proposed up to \$5 million in street reconstruction bonds, along with additional utility funding, to support the City's share of project costs.

Council Member Hayford Oleary presented the staff report, opened the public hearing, and explained the public comment process of a public hearing.

Three residents commented during the Public Hearing.

Heidi Gaibor, Richfield resident, asked for clarification regarding the planned reconstruction of 69th Street, including its location and the scope of the proposed improvements.

Kathleen Balaban, Richfield resident, expressed support for the Nicollet Avenue reconstruction project but questioned why the project ends at 66th Street rather than continuing to the freeway. Ms. Balaban emphasized Nicollet Avenue's importance as a major corridor into the City and encouraged the Council to explore funding options to extend the reconstruction and improve the appearance and connectivity of the corridor.

Alex, Richfield resident, asked whether a map is available showing the locations and extent of the planned sidewalk improvements near 73rd Street and Penn Avenue, including which neighborhoods may be affected by construction.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Coleman-Woods to close the public hearing.

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

Motion carried: 5-0

RESOLUTION 12443

ADOPTING A STREET RECONSTRUCTION PLAN AND PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE OF STREET RECONSTRUCTION BONDS THEREUNDER

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk, to adopt the resolution approving the 5-year street reconstruction plan and authorizing the issuance of street reconstruction bonds to finance the 2026 2027 Nicollet Avenue reconstruction project.

Staff and Council discussed questions raised during the public hearing. Staff clarified that the planned 69th Street reconstruction will extend from Penn Avenue to Xerxes Avenue and include utility improvements and public engagement. Staff also explained that Hennepin County determines the scope and timing of Nicollet Avenue improvements north of 66th Street and that the County generally covers the majority of costs for County-led projects, with the City responsible for its share, including proposed \$5 million in bonding. Staff also provided an overview of the planned 73rd Street sidewalk and trail improvements. Council discussed issuing the Nicollet Avenue bonds in 2027 as part of long-term debt planning.

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

Motion carried: 5-0

ITEM #10	PROPOSED ORDINANCES
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None.

ITEM #11	RESOLUTIONS
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None.

ITEM #12	OTHER BUSINESS
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None.

ITEM #13	CITY MANAGER'S REPORT
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City Manager Rodriguez noted there were no reports.

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

Council Member Coleman-Woods recognized and congratulated the Richfield Legion Baseball team on its victory and advancement in the state tournament.

Council Member Hayford Oleary thanked the Fourth of July Committee for their excellent work.

Council Member Christensen reminded residents about two community events on August 1: an all-day event at the VFW featuring music and family entertainment, and the Richfield History Center's annual ice cream social from 1–4 p.m.

Council Member Hayford Oleary thanked City staff and community volunteers for their work supporting the Urban Wildland Race event. Council Member Hayford Oleary noted the event is an opportunity to showcase Richfield and highlighted the importance of ongoing improvements to paths in Veterans Park.

Council Member Burk noted nothing to report.

Mayor Supple thanked City staff and community members for their response to recent incidents, including mutual aid provided by the Fire Department and a gas leak evacuation. Mayor Supple also recognized the Community Development Department for its small business resiliency efforts and announced the upcoming Disability Pride celebration.

b. Council Liaison Reports

No reports were discussed.

ITEM #15	ADJOURNMENT
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MOTION: made by Council Member Coleman-Woods, seconded by Council Member Christensen to adjourn the meeting at 7:51 p.m.

Voting Aye: Supple, Burk, Hayford Oleary, Christensen, and Coleman-Woods.

Motion carries: 5:0

Date Approved: August 25, 2026

Mary Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager



Richfield City Council Work Session Minutes
August 12, 2026
Richfield Municipal Center
Bartholomew Conference Room
6700 Portland Avenue South

1. **Call to Order**

The meeting was called to order by Mayor Supple at 04:49 PM in the Bartholomew Conference Room.

Council Present: Mary Supple, Walter Burk, Sharon Christensen, Sean Hayford Oleary, and Rori Coleman-Woods.

Staff Present: Katie Rodriguez, City Manager; Steve McDaniel, Budget, Debt, and Cash Manager; Kristin Asher, Public Works Director; Joe Powers, City Engineer; Karl Huemiller, Recreation Services Director; Lisa Paradise, Assistant Finance Director; Jay Henthorne, Public Safety Director; Chris Fierst, Liquor Operations Manager; Sack Thongvahn, Assistant City Manager; Mary Bogie, Finance Director; Melissa Poehlman, Community Development Director; Andrew Spear, IT Manager; Courtney DesCamps, Senior Analyst; and Kate Croteau, Human Resources Director.

Guest Presenters: Rebecca Kurtz, Ehlers, Inc.

2. **Item Discussion**

- a. **Preview the preliminary 2027 Budget and provide long-term financial planning update as summarized in the Financial Management Plan (FMP). Preview proposed utility rates, proposed City fees and the proposed 2027 Capital Improvement Budget (CIB) and 2028-2031 Capital Improvement Plan (CIP).**

City Manager Rodriguez provided an overview of the work session. Budget, Cash, and Debt Manager Steve McDaniel then reviewed the Financial Management Plan (FMP) and introduced Rebecca Kurtz of Ehlers, Inc., who presented the City's long-term financial projections. The proposed 2027 levy is \$33,193,791, a 4.54% increase over 2026.

Council discussed the projected property tax impact, including changes in residential and commercial property values. The City Council asked questions regarding the projected increases and calculation methodology.

The FMP presentation concluded at 5:58 p.m. Council recessed and reconvened at 6:08 p.m.

Mr. McDaniel provided an update on the preliminary 2027 budget, with additional department-level details to be presented at the next work session. Staff also reviewed proposed 2027 City fee changes, including adjustments to development and inspection fees, business licenses, Public Works fees, and Recreation Services fees.

Staff presented the 2027 utility update and the proposed 2027 Capital Improvement Budget (CIB) and 2028-2031 Capital Improvement Plan (CIP). The 2027 CIB totals approximately \$26.4 million and includes investments in parks and recreation, transportation, utilities, facilities, fleet, and technology.

Council provided feedback on the proposed levy increase and expressed support for proceeding with staff's recommendation. Staff also discussed the remaining budget process, including the Truth in Taxation hearing and certification of the final levy in December.

3. **Adjournment**

The work session adjourned at 7:41 p.m.

Date Approved:

Mary Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager



Report Prepared By:

Jay Henthorne, Police Chief

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Consider approval of the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement (JPA) with Richfield Department of Public Safety/Police for access to the Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

EXECUTIVE SUMMARY

Minnesota State Statute § 299C.46 states that the Bureau of Criminal Apprehension (BCA) must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in the Joint Powers Agreement.

In addition, the BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties, and the agency wants to access these data in support of its criminal justice duties.

RECOMMENDED ACTION

By Motion: Approve the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement with Richfield Department of Public Safety/Police for access to the Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

HISTORICAL CONTEXT

This agreement will go into effect August 25, 2026, and will expire on August 25, 2031.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

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

- The Department has previously been a part of a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension.
- The BCA will provide Richfield Police with access to the Minnesota Criminal Justice Data Communications Network (CJDN). Access to the BCA's data is a necessary function in the daily operations of the Richfield Public Safety

Department/Police Department.

CRITICAL TIMING ISSUES

This agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.46, Subdv. 2, and expires five (5) years from the date it is effective.

FINANCIAL IMPACT

None

LEGAL CONSIDERATIONS

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S)

The BCA's data is a necessary part of the operations of the Richfield Department of Public Safety/Police.

ATTACHMENTS

1. 2026-08-25 DRAFT Resolution 2026-XXXXX MN Joint Powers Agreement
2. Richfield PD Court Amendment 2026
3. Richfield PD Master JPA 2026 (002)

RESOLUTION NO. XXXXX

Motion by:

Seconded by:

**A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH
THE CITY OF RICHFIELD ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Richfield on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Richfield, on behalf of its Police Department, are hereby approved.
2. That the Police Chief Jay Hehthorne, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Mary Supple, the Mayor for the City of Richfield, and Michelle Friedrich, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the City Council of the City of Richfield, Minnesota, this 25th day of August, 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

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Richfield on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 292351, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Richfield on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Two Thousand Five Hundred Twenty and 00/100 Dollars (\$2,520.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Katie Meiers, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Ave E St. Paul, MN 55106
Telephone: 651-793-2425
Email Address: Kathryn.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Jay Henthorne, Chief
Address: 6700 Portland Ave S Richfield, MN 55423
Telephone: 612-861-9800
Email Address: JHenthorne@richfieldmn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

 - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
 - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools

under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____



Report Prepared By:

Jay Henthorne, Police Chief

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Consider approval of an agreement for Prosecution Services with the City of Richfield and H/J Law.

EXECUTIVE SUMMARY

The City of Richfield Department of Public Safety is required to have an attorney licensed to practice law in Minnesota, to advise and represent the City in municipal prosecutions relating to criminal and civil statutes and ordinances.

RECOMMENDED ACTION

By Motion: Approve the contract agreement for Prosecution Services with H/J Law for the City of Richfield Department of Public Safety.

HISTORICAL CONTEXT

- H/J Law has represented the City of Richfield Department of Public Safety for municipal prosecution since July 1, 2022.
- Previous to that, Martin Costello served as prosecuting attorney for 33 years.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

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

The City of Richfield Department of Public Safety is required by law to have a municipal prosecutor to handle state statute and local ordinance violations, along with expungements, and diversions.

CRITICAL TIMING ISSUES

The City of Richfield Department of Public Safety is required to have a prosecuting attorney. The current contract with H/J Law expired on June 30, 2026.

FINANCIAL IMPACT

There are no financial changes from the previous contract. For all prosecution services, the City of Richfield shall pay a monthly retainer fee of \$15,500.00, with an annual limit of \$186,000.00, plus out-of-pocket expenses.

LEGAL CONSIDERATIONS

The contract agreement for a municipal prosecutor is to process those violations that are within the scope of city ordinance and non-felony level under state statute. The prosecutor also guides and educates city staff on appropriate action and helps the city manage risk in those situations which are legal in nature.

ALTERNATIVE RECOMMENDATION(S)

The City Council could decide to not approve the agreement, however the Department of Public Safety would then need to find another law firm to handle the department's municipal prosecutions.

ATTACHMENTS

1. 2026 Richfield Prosecution Contract

AGREEMENT FOR PROSECUTION SERVICES
BETWEEN
CITY OF RICHFIELD
AND
HJ LAW, LLC

This Agreement for Prosecution Services (Agreement) is effective as of July 1, 2026, by and between the City of Richfield, 6700 Portland Avenue South, Richfield, Minnesota 55423 (City), and HJ Law, LLC, 900 American Boulevard East, Suite 145, Bloomington, MN. 55420 (Prosecutor).

WHEREAS, the City requires attorneys licensed to practice law in Minnesota to advise and represent the City in municipal prosecutions; and

WHEREAS, the attorneys working with the Prosecutor are licensed to practice law in Minnesota and are experienced in and familiar with all phases of municipal prosecution and desire to provide the prosecution services required by the City; and

WHEREAS, the parties hereto want to enter into a written agreement to set forth the terms, conditions, compensation, duties, responsibilities and other matters relating to the Prosecutor providing said services to the City.

NOW, THEREFORE, it is agreed by and between the City and the Prosecutor that the City does hereby retain and designate the Prosecutor as the Richfield City Prosecutor, effective July 1, 2026, and the Prosecutor does hereby accept the position of Richfield City Prosecutor and agrees to perform the requirements of that position, all on the terms and conditions hereinafter set forth.

A. Services.

1. The Prosecutor hereby agrees to perform and furnish these legal services to the City:
 - a. Appearing at all required court hearings, including arraignments, pretrial and omnibus hearings, court trials, jury trials, sentencing hearings, probation violation hearings, and other appearances for non-felony cases;
 - b. Assembling all required case files and providing timely discovery to criminal defense attorneys and/or defendants;
 - c. Charging non-felony cases;
 - d. Prosecuting forfeitures related to non-felony cases;
 - e. Prosecuting all City ordinance violations;

- f. Working collaboratively with the City's domestic abuse victim advocates;
- g. Advising the City Council and staff on ordinance drafting, code enforcement, and related matters;
- h. Providing police training on a mutually-agreed upon basis with the Department of Public Safety, but at least annually;
- i. Consulting with and advising the Department of Public Safety command staff, investigators, patrol officers, and administrative staff on all matters relating to non-felony prosecutions. This includes being available by telephone to consult with officers after business hours and on the weekends, as needed;
- j. Attending all necessary meetings with City and Department of Public Safety staff;
- k. Making reports, as requested, to the City Council regarding non-felony prosecutions;
- l. Speaking at City-related functions on criminal law-related topics;
- m. Maintaining an office presence at the Police Department, to include at least 3 half-days per week at the Department of Public Safety; and
- n. Completing any other duties and responsibilities necessary to effectively prosecute the City's criminal, traffic, and ordinance violations.

B. Fees and Costs.

- 1. For all prosecution services, the City shall pay the Prosecutor a monthly retainer fee of \$15,500.00, with an annual limit of \$186,000.00, plus out-of-pocket expenses.
- 2. Monthly bills will be for the above monthly retainer fee, plus identify and itemize any and all out-of-pocket expenses, e.g., certified documents or witness subpoena fees.
- 3. Additional costs of \$250 per hour when representing the City in appeals arising from non-felony prosecutions;

C. Conflicts of Interest.

- 1. The Prosecutor will not represent any clients in legal actions involving Richfield or with interests adverse to those of Richfield, including any units of government having jurisdiction within or contiguous to Richfield. The Prosecutor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.

2. In the event that a conflict of interest arises in any cases, the Prosecutor, with the consent of the City, agrees to refer those matters to outside counsel for prosecution at the City's expense.

D. Insurance.

1. The Prosecutor will maintain malpractice insurance coverage for all attorneys providing prosecution services to the City.

E. Term of Contract - Termination.

1. The term of this Agreement shall be one year unless amended in writing by the mutual agreement of the parties hereto or terminated in accordance with the conditions hereinafter contained. The last day of the one-year term is June 30, 2027.
2. This Agreement may be terminated by the City at any time or by the Prosecutor upon sixty (60) days' written notice to the City. In either event, on the termination of this Agreement, all finished and unfinished documents and work papers prepared by the Prosecutor pursuant to this Agreement shall become the property of the City and the Prosecutor will be paid for services satisfactorily performed up to the date of termination.

F. Miscellaneous.

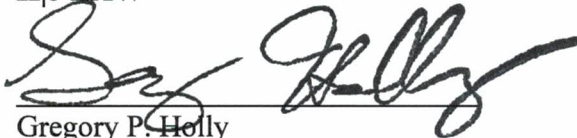
1. All services provided by the Prosecutor pursuant to this Agreement are provided by the Prosecutor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
2. Except as provided in Section C(2) of this Agreement relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.
3. Data provided to the Prosecutor under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
4. Nothing in this Agreement shall preclude the City from retaining legal counsel other than the Prosecutor in any legal matters including, but not limited to, litigation and other specialized areas of law.
5. The Prosecutor agrees not to discriminate in providing 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.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all

parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

7. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
8. This Agreement, including any addenda or amendments subsequently signed by both parties, shall constitute the entire agreement between the City and the Prosecutor, and supersedes any other written or oral agreements between the City and the Prosecutor. This Agreement can only be modified in writing signed by both the City and the Prosecutor.

Executed this _____ day of July, 2026.

H|J LAW



Gregory P. Holly
Attorney at Law



Katrina E. Joseph
Attorney at Law

CITY OF RICHFIELD

Mary Supple
Mayor

Katie Rodriguez
City Manager

[Handwritten signature]



Report Prepared By:

Jordan Vennes, Utilities Engineer

Department Director:

Kristin Asher, Public Works Director

Item for Consideration:

Approve a work order in the amount of \$189,050 with HDR Engineering, Inc. for a water treatment plant feasibility study.

EXECUTIVE SUMMARY

Staff have negotiated with HDR Engineering, Inc. to perform a Water Treatment Plant Feasibility Study for a not-to-exceed contract amount of \$189,050.

RECOMMENDED ACTION

By motion: Approve a work order in the amount of \$189,050 with HDR Engineering, Inc. for a water treatment plant feasibility study.

HISTORICAL CONTEXT

The Richfield Water Treatment Plant was constructed in 1963. In 2022, a comprehensive condition assessment was performed to determine at a high level what replacement and rehabilitation needs exist at the facility. As continual needs for reinvestment and asset renewal at the facility arise, city council and staff have agreed in discussions that a detailed analysis of potential alternatives for drinking water supply is prudent.

The proposed feasibility study will evaluate three alternatives: (1) complete water plant replacement, (2) rehabilitation and/or upgrade of existing facility, and (3) transition to wholesale purchase of finished drinking water. Alternatives will include full 20-year life cycle costs as well as qualitative, non-cost factors associated with each alternative. This effort will include review of existing facility condition data, targeted condition assessment to supplement this existing data, establishment of a basis of planning (using population projections, water use patterns, water quality data), and evaluation of potential future rate impacts and funding strategies.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

This project aligns with the following of Richfield's strategic priorities:

- Operational Excellence: Operational ability to deliver essential services
- Sustainable Infrastructure: City infrastructure supports service needs

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

In accordance with purchasing policy, work orders exceeding \$175,000 are subject to

council approval. Note that following approval from council, the work order will be executed by the City Engineer and the Public Works Director due to this being an effort from within the engineering consultant pool. The City Council approved the engineering consultant pool earlier this year following a competitive Request for Proposal process.

CRITICAL TIMING ISSUES

Approval at the August 25th City Council Meeting will allow HDR Engineering, Inc. to adhere to the schedule outlined in their proposal for completion in early 2027.

FINANCIAL IMPACT

This feasibility study was budgeted for 2026 and 2027 in the Water Utility's professional services budget. The proposal's not-to-exceed cost amount is near, but lower than, the budgeted amount.

LEGAL CONSIDERATIONS

N/A

ALTERNATIVE RECOMMENDATION(S)

N/A

ATTACHMENTS

1. HDR Proposal



July 31, 2026

Mr. Russ Lupkes
City of Richfield
1901 E. 66th Street
Richfield, MN 55423

Submitted via Email

SUBJECT: Proposal for Engineering Consulting Services
Water Treatment Feasibility Study

Dear Butch,

Please find attached HDR Engineering, Inc's proposal to work with the City on a Water Treatment Feasibility Study. This proposal was updated to reflect the revisions we discussed in our call earlier this week. We appreciate the opportunity to support the City with this important evaluation. Should you need further information or wish to discuss the scope or fee in more detail, please contact me at 763-276-6423 or kathryn.jones@hdrinc.com.

Sincerely,

HDR Engineering, Inc.

A handwritten signature in blue ink that reads 'Kathryn Jones'.

Kathryn Jones, PE
Project Manager

A handwritten signature in blue ink that reads 'Keith Quernemoen'.

Keith Quernemoen, PE
Senior Vice President

Scope of Services – Water Treatment Feasibility Study

HDR proposes the following tasks for the Water Treatment Feasibility Study:

1. Project Management
2. Data Collection and Review
3. Condition Assessment
4. Establish Basis of Planning
5. Develop and Evaluate Water Treatment Alternatives (3)
6. Rate Impact Analysis
7. Funding Assessment
8. Feasibility Study
9. Council Presentation

Task 100: Project Management

Task Objective: *Coordinate project activities, conduct kickoff meeting, facilitate progress updates with Owner, coordinate tasks and resources, track scope, schedule and budget, manage quality activities, and invoicing.*

Tasks

- Project set-up and initiation activities.
- Conduct a Project Kickoff Meeting and Initial Site Visit with key staff from HDR and the Owner.
- Manage quality review activities for project calculations and deliverables.
- Track project financial status. Prepare monthly invoices and progress reports.
- Track and monitor project schedule.
- Coordinate internal tasks and resources
- Identify, track, and communicate scope and schedule changes to Owner.

Assumptions

- Anticipated project duration of eight months.
- Project Kickoff Meeting and Initial Site Visit to be held with the Owner (assume in-person, 3-hour, 3-4 HDR staff).
- Monthly invoices and progress reports will be electronic PDF submittals.
- Project Kickoff Meeting agenda and minutes will be electronic PDF submittals.

Deliverables

- Project Kickoff Meeting agenda and minutes.
- Monthly invoices and progress reports.

Task 200: Data Collection and Review

Task Objective: *Collect and review previous studies, planning documents and existing data sets to support feasibility study.*

Tasks

- Develop detailed data request. Collect and log data and information received.
- Collect and review available information, including existing planning documents, previous condition assessment reports and findings, as-built drawings, population and water use information (supply and billing), and other relevant data/data sets.
- Identify any critical data gaps; request additional information from the Owner or establish planning assumptions with the Owner's input (Task 400).

Assumptions

- Data and information will be available to HDR in electronic format.

Deliverables

- Initial data request.
- Supplemental data request, as needed.
- Data and information log.

Task 300: Condition Assessment

Task Objective: *Assess the physical condition of water treatment plant assets and components as needed to evaluate existing water treatment plant rehabilitation alternative (Alternative 2 as described in Task 500).*

Tasks

- Conduct a Condition Assessment Site Visit at the Water Treatment Plant and other key facilities (e.g. High Service Pump Station, Wells 1, 2, and 7, etc.).
- Conduct brief interviews with operations staff to gather observations of maintenance and operational issues.
- Conduct targeted, rapid condition assessment of Water Treatment Plant building, equipment, and process piping to identify rehabilitation and replacement needs.

Level of effort for this task will reflect information needed to confirm or supplement the 2022 Condition Assessment and Improvements Plan.

- Compile information gathered from the assessment and interview findings.
- Prepare and submit a Draft Water Treatment Plant Needs Assessment Summary Technical Memo (TM) summarizing the assessment and interview findings with photos and identification of major capital investments to support the rehabilitation alternative to Owner for review.
- Conduct a Draft Water Treatment Plant Needs Assessment Summary TM Review Meeting with Owner.
- Incorporate revisions and submit Final Water Treatment Plant Needs Assessment Summary TM to Owner.

Assumptions

- The Barr Engineering Report will be utilized to supplement the Condition Assessment Site Visit. Therefore, additional structural and electrical assessments are not anticipated.
- Previous Condition Assessment report(s) will be referenced in the Water Treatment Plant Needs Assessment Summary TM to reduce the amount of background and summary process information included in this task deliverable and streamline efforts.
- “Asset” inventory for WTP and HSPS will rely on detail in 2022 Condition Assessment report as well as 2023 Pump Station Evaluation Report (Kimley-Horn) and supplemented with OpWorks dataset (if available) and site visit
- Water Treatment Plant Needs Assessment Summary TM Review Meeting agenda and minutes will be electronic PDF submittals.
- Water Treatment Plant Needs Assessment Summary TM will be electronic PDF submittals.
- Condition Assessment Site Visit to be held with the Owner (assume in-person, 4-hours, 3-4 HDR staff).
- Operation staff interviews will be held after the Condition Assessment Site Visit (assume in-person, 1-hour, 3-4 HDR staff).
- Draft Water Treatment Plant Needs Assessment Summary TM Review Meeting to be held with Owner (assume virtual, 1-hr, 3-4 HDR staff).

Deliverables

- Water Treatment Plant Needs Assessment Summary TM Review Meeting agenda and minutes.
- Draft and Final Water Treatment Plant Needs Assessment Summary TM.

Task 400: Establish Basis of Planning

Task Objective: *Develop planning-level projections and document agreed-upon planning criteria, system demands, capacity requirements, and water quality objectives to support evaluation of the water treatment alternatives. The Basis of Planning will establish the assumptions used throughout the Feasibility Study and provide a common foundation for subsequent analyses.*

Tasks

- Review readily available water use and water demand projection information provided by the Owner.
- Establish average day, maximum day, and peak hour demand planning assumptions based on review of existing information.
- Review raw water and finished water quality data.
- Develop recommended planning criteria and design basis assumptions for evaluation of the water treatment alternatives, including water treatment capacity, high-service pumping capacity, and water quality objectives.
- Conduct a Basis of Planning Workshop with the Owner to review projections, planning criteria, and key assumptions and obtain concurrence on the basis of planning for the Feasibility Study.
- Document projections and planning assumptions in a Draft Basis of Planning TM and submit to Owner for review.
- Conduct a Draft Basis of Planning TM Review Meeting with Owner.
- Incorporate revisions and submit Final Basis of Planning TM to Owner.

Assumptions

- Data will be available to HDR in electronic format.
- Water pumping and treatment capacity planning assumptions will be developed using available water demand projection data provided by the Owner.
- Detailed water demand evaluation including detailed statistical analysis, climate normalization, irrigation demand studies, or drought demand modeling are not included.
- Raw water and finished water quality review will be limited to available data necessary to establish planning-level treatment capacity and water quality assumptions for evaluation of alternatives. Detailed compliance assessments or water quality modeling are not included.
- The Basis of Planning TM is intended to document planning criteria, and assumptions for the Feasibility Study and is not intended to satisfy all requirements for future Comprehensive Plan, Water Supply Plan, or regulatory submittals.

- Basis of Planning Workshop to be held with Owner (assume in-person, 2-hr, 3-4 HDR staff).
- Basis of Planning TM Review Meeting agenda and minutes will be electronic PDF submittals.
- Draft Basis of Planning Review Meeting to be held with Owner (assume virtual, 1-hr, 3-4 HDR staff).
- Owner will provide one consolidated set of review comments on the Draft Basis of Planning TM.
- Risk and Resiliency Assessment findings are not anticipated to be finalized in time to be incorporated into this Feasibility Study.

Deliverables

- Basis of Planning Workshop agenda.
- Basis of Planning Review Meeting agenda and minutes.
- Draft and Final Basis of Planning TM.

Task 500: Develop and Evaluate Water Treatment Alternatives

Task Objective: *Develop and evaluate three alternatives for water treatment to include 1) full replacement of the existing water treatment plant, 2) rehabilitating and/or upgrading the existing water treatment plant, and 3) transition to purchase water from the City of Minneapolis. The evaluation is to include full 20-year life cycle cost evaluation as well as qualitative discussion of non-cost factors.*

Tasks

- Review existing evaluations, reports, and data to summarize current understanding of current and future source water availability and source water quality..
- Attend and participate in a Council Work Session to present results of source water investigation.
- Attend meeting with the City of Minneapolis to discuss Alternative 3.
- Develop water treatment alternatives and evaluation criteria. Criteria are to include cost and non-cost factors.
- Conduct an Alternatives and Evaluation Criteria Workshop with the Owner to discuss and confirm alternatives and evaluation criteria.
- Develop technical and operational concepts for the three water treatment alternatives, including provision for back-up supply with each.
 - Alternative 1: Full Replacement of the Existing Water Treatment Plant

- Identify water quality differences and develop solutions between City of Minneapolis and City of Richfield water.
- Alternative 2: Rehabilitation and/or Upgrading the Existing Water Treatment Plant
 - Identify water quality differences and develop solutions between City of Minneapolis and City of Richfield water.
- Alternative 3: Transition to Wholesale Water Purchase from the City of Minneapolis.
 - Assess the modifications required to utilize the existing wells as a redundant water source, including treatment upgrades for fluoridation and chlorination and the addition of high service pumps.
- Develop planning level capital cost estimates for the three alternatives.
- Develop operations and maintenance, and 20-year life-cycle cost estimates for the three alternatives
- Identify operations staffing levels associated with each alternative.
- Coordinate with Owner throughout the alternatives evaluation to discuss questions and various aspects of the study.
- Prepare and submit a Draft Alternative Evaluation TM to include a qualitative assessment of non-cost factors associated with the three alternatives which could include evaluation of water supply reliability, long-term water quality, operational considerations, disposition of existing facilities, construction and implementation considerations. The task may include engagement with Minnesota Department of Natural Resources, Minnesota Department of Health, Metropolitan Council, and City of Minneapolis representatives to discuss water supply concepts and planning considerations.
- Conduct a Draft Alternative Evaluation TM Review meeting with Owner to discuss the results of the evaluation.
- Incorporate revisions and submit Final Alternative Evaluation TM to Owner.

Assumptions

- Three (3) alternatives are to be evaluated.
- Treatment technology is assumed to remain lime softening and filtration for Alternatives 1 and 2 for comparison purposes.
- City of Minneapolis Meeting agenda and minutes will be electronic PDF submittals.
- Alternatives and Evaluation Criteria Workshop agenda will be electronic PDF submittal.
- Draft Alternatives Evaluation TM Review Meeting agenda and minutes will be electronic PDF submittals.
- Alternatives Evaluation TM will be electronic PDF submittals.

- Council Work Session to be held with Owner (assume in-person, 2-hr, 1-2 HDR staff).
- Meeting with the City of Minneapolis (assume in-person, 1-hr, 1-2 HDR staff).
- Alternatives and Evaluation Criteria Meeting to be held with Owner (assume virtual, 1-hr, 3-4 HDR staff).
- Draft Alternative Evaluation TM Review Meeting to be held with Owner (assume virtual, 2-hr, 3-4 HDR staff).

Deliverables

- Alternatives and Evaluation Criteria Workshop agenda.
- City of Minneapolis Meeting agenda and minutes.
- Draft Alternatives Evaluation TM Review Meeting agenda and minutes.
- Draft and Final Alternatives Evaluation TM.

Task 600: Rate Impact Analysis

Task Objective: *Using the cost information developed in Task 500, estimate the potential impact on customer rates to compare the alternatives based solely on debt financing.*

Tasks

- Add each alternative's capital costs into the existing CIP and rate model as separate scenarios, applying assumed financing methods (e.g., cash funding vs. debt, term, interest rate).
- Adjust operating and maintenance costs for material differences between alternatives as needed.
- Utilize the existing rate model to determine the annual revenue requirement and required rate adjustments for the selected time period for each alternative.
- Coordinate with the City of Minneapolis, as needed, to complete Wholesale Water Purchase alternative.
- Summarize projected average water rates and compare them to the baseline CIP scenario.
- Develop bill comparisons (monthly and annual) for a "typical" residential customer using assumed average water usage to illustrate the impacts of the rate transition plans for each alternative.
- Prepare a comparison of rate adjustment impacts for the three alternatives, highlighting relative affordability, timing of impacts, and key cost drivers.
- Present a summary of the analysis in a brief set of PowerPoint slides to be discussed with the Owner.

- Include a summary of the analysis in the Feasibility Study document.

Assumptions

- The existing rate model developed as part of a previous project with the Owner will be used for the analysis.
- Cash funding will not be considered; all analyses will be based on debt financing.

Deliverables

- Summary PowerPoint Slides.

Task 700: Funding Assessment

Task Objective: *Evaluate potential funding sources and their impact on the schedule of alternatives.*

Tasks

- Identify and evaluate potential funding sources available to the Owner for implementation of capital projects related to the water treatment system alternatives.
- Evaluation will assess the following:
 - Funding program eligibility requirements.
 - Pros and cons of each funding source.
 - Project timing and schedule
 - Available funding resources
- Conduct a Funding Review Meeting to discuss the feasibility, pros, cons, and costs of the various funding strategies for the project with the Owner.
- Include the summary of the funding evaluation in the Feasibility Study (Task 800).

Assumptions

- Funding Review Meeting agenda and minutes will be electronic PDF submittals.
- Funding Review Meeting to be held with Owner (assume virtual, 1-hr, 3-4 HDR staff).

Deliverables

- Review meeting agenda and minutes.

Task 800: Feasibility Study

Objective: *Prepare a feasibility study summarizing the results of the alternatives analysis.*

Tasks

- Prepare a Draft Feasibility Study summarizing the analyses and findings from previous tasks.
- Submit Draft Feasibility Study to Owner for review and comment.
- Conduct a Draft Feasibility Study Review Meeting to discuss questions and receive comments from Owner.
- Incorporate revisions and submit Final Feasibility Study to Owner.

Assumptions

- Owner will provide one set of compiled comments on the Draft Feasibility Study.
- Draft Feasibility Study Review Meeting agenda and minutes will be electronic PDF submittals.
- Feasibility Study will be electronic PDF submittal, approximately 60 pages in length including figures and appendices.
- Draft Feasibility Study Review Meeting to be held with Owner (assume in-person, 2-hr, 3-4 HDR staff).

Deliverables

- Draft Feasibility Study document.
- Draft Feasibility Study Review Meeting agenda and minutes.
- Log of comments and responses.
- Final Feasibility Study document.

Task 900: Council Presentation

Task Objective: *Participate in an information session with the Richfield City Council to present the Water Treatment Feasibility Study.*

Tasks

- Prepare a draft PowerPoint presentation of the alternatives and results of the evaluation.
- Review the draft slides in a review meeting with the Owner.
- Prepare a final PowerPoint presentation of the alternatives and results of the evaluation.

- Attend and participate in a Council Work Session to present and discuss the alternatives and results of the evaluation.

Assumptions

- Owner will assist in scheduling the Council Work Session and in gaining feedback and input from the Council.
- PowerPoint presentation will be electronic submittal.
- Review meeting agenda and minutes will be electronic PDF submittals.
- Review meeting to be held with Owner (assume virtual, 1-hr, 3-4 HDR staff).
- Council Work Session to be held with Owner (assume in-person, 2-hr, 1-2 HDR staff).

Deliverables

- PowerPoint slides of the alternatives analyses.
- Review meeting agenda and minutes.

Schedule

Assuming Notice to Proceed is issued in early August 2026, HDR proposes the following project schedule.

Task	2026					2027		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task 100: Project Management								
Task 200: Data Collection and Review								
Task 300: Condition Assessment								
Task 400: Establish Basis of Planning								
Task 500: Develop and Evaluate Water Treatment Alternatives								
Task 600: Rate Impact Analysis								
Task 700: Funding Assessment								
Task 800: Feasibility Study								
Task 900: Council Presentation								

Fee

Task	Employee/Staff Name	Project Principal Kabby Jones	Project Manager Katie Kinsey	Technical Advisor/QC Teresa Konda	Process Engineer Matt Magee	Jr Process Engineer Joyce Wiley	Senior Engineer Michelle Carter	Senior Planning Engineer Steve Muir	Jr Engineer Jack Krecek	Cost Estimator Matt Feuerhelm	Senior Economist Shawn Koorn	Analyst Sara Anderson	Water Supply Meghan Litsey	Building Engineering Services Staff (General)	Mechanical Engineer Mason Gish	Comms/ Graphics	Project Coordinator Teresa Petersen	Accounting April Babcock	Contingency for Escalation (2027)	Total Hours	Labor Fee	
100	Project Management																					
	Subtotal Hours	8	50	5	2	9	5	1	1	1	1	1			4		7	14	2	111	\$ 25,106.56	
200	Data Collection and Review																					
	Subtotal Hours		5	3	19	19	2	3	7					4	4					66	\$ 11,048.58	
300	Condition Assessment																					
	Subtotal Hours		19	8	55	56	20							18	22		8			206	\$ 36,451.36	
400	Establish Basis of Planning																					
	Subtotal Hours		7	1	2	2		29	52								4			97	\$ 17,152.58	
500	Develop and Evaluate Water Treatment Alternatives																					
	Subtotal Hours	12	41	16	65	70	17			11			20			6	6			264	\$ 51,453.06	
600	Rate Impact Analysis																					
	Subtotal Hours		4								9	27					1			41	\$ 8,349.31	
700	Funding Assessment																					
	Subtotal Hours	1	4					8	10											23	\$ 4,660.58	
800	Feasibility Study																					
	Subtotal Hours	5	20	6	16	44	2	2	2		4	4		8			8		3	124	\$ 22,923.49	
900	Council Presentation																					
	Subtotal Hours	4	15	1	4	12		1	2							6	4		3	52	\$ 10,070.85	
Total Hours		30	165	40	163	212	46	44	74	12	14	32	20	30	30	12	38	14	8	984		
																					Total Labor	\$ 187,216.35
																					Expenses	
																					Mileage (@\$0.725/mi)	\$ 217.50
																					Other Travel	\$ 1,460.00
																					Printing	\$ 156.00
																					Total Expenses	\$ 1,833.50
																					Total Fee	\$ 189,050

The work will be performed on a time and materials not-to-exceed basis. The fee is based on our current understanding of the project and the assumptions listed. HDR is pleased to revisit our fee and align it with an adjusted scope that meets the City’s needs.

- HDR will invoice monthly for work completed.
- Labor Fee shall mean salaries and wages (basic and overtime) paid to all personnel engaged directly on the Project. The Labor fee was derived from HDR’s labor rates times a multiplier to cover overhead costs. Other technical disciplines or individuals not listed in the above rate table will be billed at a similar multiplier of their direct salary. If the contract extends beyond the current year the Labor Fee will be adjusted as of the first of the year to reflect equitable changes to the compensation payable to personnel on remaining work.
- Expenses shall mean the actual expenses incurred directly or indirectly in connection with the Project for subconsultants, transportation, printing, shipping, and other incurred expense.
- Should the scope of work be modified, it may be necessary to review scope changes and our fee estimate.

Terms and Conditions

HDR will perform the described services in accordance with the Agreement between the City and Consultant dated March 3, 2026.



Report Prepared By:
Rodger Coppa, Fire Chief

Department Director:
Rodger Coppa, Fire Chief

Item for Consideration:
Consider the first reading of an ordinance approving changes to subsection 400.21 and the addition of subsection 400.22 to the city code pertaining to fire prevention.

EXECUTIVE SUMMARY

The Fire Department is requesting changes in the city code that correct references to the adopted state code and adds language that allows the fire department to take on delegated plan review and inspections from the State Fire Marshal.

RECOMMENDED ACTION

By motion: Approve the first reading of the ordinance to adopt changes to subsection 400.21 and the addition of subsection 400.22 to the city code pertaining to fire prevention.

HISTORICAL CONTEXT

Upon review of the fire prevention section of the city code, it was determined that the references to the Minnesota State Fire Code need to be updated. The current version of the Minnesota State Fire Code was adopted in 2020 and appendix lettering changed from the previously adopted version. As a result, the city adopted appendices no longer align with the intended state code content. This is commonly overlooked when codes are adopted by reference and there are format changes between code cycles. The previous appendix "K" is now "O" and the previous appendix "L" is now "P". This update does not adopt any new appendices, only correctly references to those that were previously approved.

With this code update, the fire department is also asking for the addition of language that the Minnesota State Fire Marshal has asked cities to adopt. This language clarifies the expected structure and performance of fire department plan review and permit inspections so that the city can receive delegated authority to perform those functions. Adding this language is crucial, as the city of Richfield wants to retain this delegation for the benefit of our community and the contractors that do fire sprinkler and fire alarm work in the city.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

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

CRITICAL TIMING ISSUES

The requested changes are past due and will allow the fire department to effectively enforce the fire code and receive the delegated authority of the State Fire Marshal.

FINANCIAL IMPACT

There is no financial impact.

LEGAL CONSIDERATIONS

The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S)**ATTACHMENTS**

1. 2026-08-25 DRAFT Resolution XXXXX Summary Pub 2026-XX
2. 2026-08-25 DRAFT Bill No 20XX-XX Amending Chapter IV

RESOLUTION NO. XXXXX

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE
AMENDING CHAPTER IV OF THE RICHFIELD CODE OF ORDINANCES PERTAINING
TO FIRE PREVENTION**

WHEREAS, the City has adopted the above-referenced Ordinance; and

WHEREAS, the verbatim text of the Ordinance is cumbersome, and the expense of publication of the complete text is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the Ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. 2026-XX**

**AN ORDINANCE AMENDING CHAPTER IV OF THE RICHFIELD CODE OF
ORDINANCES PERTAINING TO FIRE PREVENTION**

On August 25 2026, the Richfield City Council amended an Ordinance, designated as Bill No 2026-XX, the title of which is stated above. This summary of the Ordinance is published pursuant to Section 3.12 of the Richfield City Charter. The purpose of the Ordinance is to amend chapter IV of the Richfield code of ordinances pertaining to fire prevention.

Copies of the Ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling 612-861-9739.

Adopted by the City Council of the City of Richfield, Minnesota on this 25th day of August, 2026.

May B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

BILL NO. 2026-XX

Motion by:
Seconded by:

**AN ORDINANCE AMENDING CHAPTER IV OF THE
RICHFIELD CODE OF ORDINANCES PERTAINING TO FIRE PREVENTION**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Chapter IV, Subsection 400.21 of the Richfield Code of Ordinances is amended as follows:

400.21. Fire prevention code: adoption of fire prevention code.

The Minnesota State Fire Code, as adopted by the State commissioner of public safety, is hereby adopted by reference as though fully set out in this Subsection, with the following amendments:

- (a) (Repealed, Bill No. 2007-15)
- (b) (Repealed, Bill No. 2016-19)
- (c) (Repealed, Bill No. 2007-15)
- (d) Appendices, B, C, D, K Q and L P of the International Minnesota State Fire Code are adopted by reference as though fully set out in this Subsection. (Amended, Bill No. 2016-19)

Subsections 400.21 to 400.37 are the fire prevention code of the City. (Amended, Bill No. 1997-7; Bill No. 1999-9; Bill No. 2003-18)

This ordinance will be effective in accordance with Section 3.09 of the Richfield City Charter. (Amended, Bill No. 2016-19)

Sec. 2. Chapter IV, Section 400 of the Richfield Code of Ordinances is amended by adding a new Subsection 400.22 as follows:

400.22. - Fire Protection Permit Program.

Subdivision. 1. Pursuant to Minnesota Rule 7512.2800, a permit is required to perform fire protection-related work within the City.

Subd. 2. A person trained in fire protection system plan review shall provide a competent plan review and inspection for all permits granted under this section.

Subd. 3. A report indicating all permits issued for fire protection systems, to include the name, address, type of fire protection system installed, contractor license number, and occupancy type of the structure for which the permit was issued, shall be submitted annually to the commissioner of public safety.

BILL NO. 2026-XX

Subd. 4. Sprinkler Plan Review and Inspection Program.

- (i) No person shall engage in any sprinkler installation, modification, changing and/or removal of sprinkler protection systems within the City without obtaining a permit from the building official.
- (ii) Fire sprinkler systems shall be maintained in accordance with the Minnesota State Fire Code.

Sec. 3. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter. Adopted by the City Council of the City of Richfield on this 25th day of August, 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