

AGENDA

CITIZEN PARTICIPATION

The City Council is meeting as a legislative body to conduct the business of the City according to the RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL. Unless so ordered by the Mayor, citizen participation is limited to the following times and always within the prescribed rules of conduct for public input at meetings.

- A. PUBLIC HEARINGS: Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings, all affected residents will be given an opportunity to speak pursuant to the RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL.

- B. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA

Any member of the public may speak at this time on any item NOT on the agenda. In consideration for the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under Other Business at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion without permission of the presiding officer.

Your participation, as prescribed by the Council's RULES, is welcomed and your cooperation is greatly appreciated.

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1. CITY COUNCIL MEETING CALLED TO ORDER
 2. ROLL CALL: Blackledge, Greenberg, Parisian, Caceres Aranda, Mayor Sutton
 3. MICROPHONE CHECK: Blackledge, Greenberg, Parisian, Caceres Aranda, Mayor Sutton
 4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA
 5. APPROVAL OF THE SEPTEMBER 1, 2026 MEETING AGENDA
 6. CONSENT AGENDA: Pursuant to Council rules, one motion, non- debatable, will approve the recommendation noted. Any member of the Council may ask for an item to be taken from the Consent Agenda for discussion and separate action. Such items removed from the Consent Agenda shall be considered immediately following approval of the balance of the Consent Agenda:
 - A. Approve City Council Meeting Minutes from August 3, 2026

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- B. Receive Sustainability Committee Meeting Minutes from June 17, 2026
 - C. Approve City Council Work Session Meeting Minutes from July 14, 2026
 - D. Deputy Registrar's Monthly Financial Statements
 - E. Quarterly Financial Information for General, Water, Sanitary Sewer, Storm Sewer and Solid Waste
 - F. Robbinsdale Wine & Spirits' Monthly Financial Statements
 - G. Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Delinquent Utilities
 - H. Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Unpaid Administrative Penalties
 - I. Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Forced Tree Removals
 - J. Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Emergency Water, Sewer, and Sump Pump Repairs
 - K. Approve City Council Work Session Meeting Minutes - August 12, 2026
 - L. Authorize Mayor and City Manager to execute Contract for Criminal Prosecution Legal Services
 - M. Authorize Staff to execute Amendment 2 to MOA between FTA, MN Historic Preservation Office, and Metro Blue Line Extension LRT Project
 - N. Authorize the closure of City Hall, on Wednesday, October 7th, from 1pm to 3pm, for a Staff Event
7. PRESENTATIONS
- A. Recognition of Growth Through Opportunity (GTO) Cadet - Andrew
8. PUBLIC HEARINGS
- A. None
9. OLD BUSINESS
- A. None
10. NEW BUSINESS
- A. Updates to Public Purpose Expenditure Policy
 - B. Authorize Mayor and City Manager to execute Amendment #2 to the JPA between Hennepin County, Three Rivers Park District and the City of Robbinsdale

- C. Authorize the Mayor and City Manager to execute a Purchase Agreement, to acquire real property from North Memorial Health Care

11. OTHER BUSINESS

- A. Voucher Requests Pending Approval for Disbursement

12. ADMINISTRATIVE REPORTS

13. COUNCIL GENERAL COMMUNICATIONS

14. ADJOURNMENT

MINUTES

CITY COUNCIL MEETING CALLED TO ORDER

Mayor Sutton called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Greenberg, Parisian, Caceres Aranda, Sutton

Absent: Blackledge

Staff: Tim Sandvik, City Manager; Matt Bazyk, Recreation Services Manager; Chase Peterson-Etem, City Clerk

MICROPHONE CHECK

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA

Greg Saylers, 3980 Lake Curve, noted that Gordy Lindenfelser, former owner of Hackenmuller's had passed away and wondered if the City could do anything to honor him.

Joe Wells, 4300 Robbins Landing, noted the food drive event that recently took place and thanked people who showed up and helped.

APPROVAL OF THE AUGUST 3, 2026, MEETING AGENDA

City Clerk Peterson-Etem noted the addition of Other Business Item 11B, Voucher Disbursement Request.

Member Parisian MOVED, seconded by Caceres Aranda, to approve the August 3, 2026, City Council agenda, as amended. The vote was unanimous, and the motion carried.

CONSENT AGENDA

Member Parisian MOVED, seconded by Greenberg, to approve the consent agenda as submitted. The vote was unanimous, and the motion carried.

- A. Approve City Council Meeting minutes from July 21, 2026.
- B. Approve City Council Work Session Meeting Minutes from June 9, 2026
- C. Approval of Credit Card Charges and Payment
- D. Deputy Registrar's Monthly Financial Statements
- E. Robbinsdale Wine & Spirits' Monthly Financial Statements
- F. Sacred Heart Church Fun Fest
- G. Approval of Licenses

PRESENTATIONS

A. None

PUBLIC HEARINGS

A. None

OLD BUSINESS

A. Authorize City Manager to Execute Cooperative Agreement for Joint Community Police Partnership (JCPP)

City Manager Sandvik introduced what JCPP is and why it is an important tool for the City.

Member Caceres Aranda voiced support for the initiative.

Member Greenberg expressed support for the program and the work they've accomplished.

Member Parisian voiced support for continuation of the program. She asked if there is a written copy of the agreement for Council review.

Mayor Sutton expressed support for the program.

Member Caceres Aranda MOVED, seconded by Greenberg, to Authorize the City Manager to Execute Cooperative Agreement for Joint Community Police Partnership (JCPP). The vote was unanimous, and the motion carried.

NEW BUSINESS

A. Authorize Staff to Execute Agreement with Midwest Playscapes

Sandvik provided an overview of the item and detailed the background of the Parks Master Plan and discussed the phase implementation.

Member Greenberg asked about the location and size of the playground. Sandvik noted that the playground will be roughly within the footprint of prior diagrams that have been released.

Member Greenberg asked if the agreement amount includes site readiness. Sandvik noted Staff will attempt to complete as much of the removal as possible.

Member Greenberg asked why the grant funding request was denied. Sandvik noted that this type of request is very competitive.

Member Caceres Aranda asked about participation in terms of online voting. Sandvik stated he didn't have the number in front of him, but he will report that at a later date.

Mayor Sutton asked how this cost will affect residents. Sandvik stated that this cost will come out of the parks fund. Sandvik also highlighted transfers from the liquor funds over to the parks fund.

Member Parisian voiced appreciation to Staff for working to adjust for costs incurred due to delays.

Mayor Sutton expressed support for the park replacement.

Member Greenberg MOVED, seconded by Parisian, to Authorize staff to execute an agreement with Midwest Playscapes to acquire and install playground equipment at Sanborn Park, at a cost not to exceed \$360,000. The vote was unanimous, and the motion carried.

A. Approval of Block Party Requests for National Night Out (8-4-26) and State Aid Street Closures

Peterson-Etem provided an overview of the item and detailed the application process.

Mayor Sutton highlighted Ward 2 participation.

Member Greenberg MOVED, seconded by Parisian, to approve the requested Block Parties listed in Attachment 1, subject to the conditions, if any, listed. The vote was unanimous, and the motion carried.

OTHER BUSINESS

A. Schedule Canvassing Board Meeting for Primary Election Results

Peterson-Etem provided an overview of the item and asked the Council to schedule a canvassing board meeting.

Mayor Sutton asked about virtual attendance. Peterson-Etem stated he will check on that.

Member Greenberg noted Friday, August 14th at noon.

Council Consensus was reached.

Member Greenberg MOVED, seconded by Caceres Aranda, to schedule the Primary Election Canvas Board Meeting for August 14, 2026 at 12:00 p.m. The vote was unanimous, and the motion carried.

B. Voucher Requests Pending Approval for Disbursement

Member Parisian MOVED, seconded by Caceres Aranda, to approve voucher disbursement requests for the period ending August 3, 2026. The vote was unanimous, and the motion carried.

ADMINISTRATIVE REPORTS

Peterson-Etem listed polling locations and noted early voting opportunities.

Sandvik discussed encouraged budget timeline input, encouraged residents to utilise Bridge 911, and noted upcoming events and public hearings.

COUNCIL GENERAL COMMUNICATIONS

Member Greenberg asked if the Council could discuss Flock cameras at the upcoming work session and policies related to them. He also highlighted the upcoming Walk for Voting being held by the League of Women Voters.

Member Parisian wished everyone a Happy National Night Out and gave a shout-out to the Staff communication team for their work on the Birdtown Brief.

Member Caceres Aranda reiterated the importance of having a conversation around Flock cameras and highlighted the upcoming Music in the Park event on September 24.

Mayor Sutton noted he attended Gordon Lindenfelser's visitation and highlighted his importance within the community and stated he would like to find some way to honor him.

ADJOURNMENT

Member Greenberg MOVED, seconded by Parisian to adjourn the meeting at 7:43 p.m. The vote was unanimous, and the motion carried.

Chase Peterson-Etem, City Clerk

Bradley Sutton, Mayor

MINUTES

ROLL CALL

Present: Hart, Heid, Larson, Myers, Myrfield, Pendaz-Foster, Sande

Absent: Hansen, Hanelitz, Lincoln, Lyng

Staff: Kayla Kirtz, Sustainability Coordinator; Gwen Casey, Minnesota GreenCorps Member

A. Roundtable Introductions (15 minutes)

Each member of the Committee shared a brief introduction about themselves with the group and explained why they were interested in joining the Sustainability Committee.

CONSIDERATION OF MINUTES

A. May 20th, 2026 Meeting Minutes

Sande motioned to approve the meeting minutes from May 20th, 2026 and Heid seconded. The motion passed.

NEW BUSINESS

A. Whiz Bang Days Volunteering (10 minutes)

Casey described the plan for volunteering to sort waste during Whiz Bang Days. Casey passed around the volunteer sign-up sheet, explained the shift schedule, and shared a map of the planned sorting stations.

B. Draft Sustainability Committee Policies and Procedures (10 minutes)

Kirtz shared the draft Sustainability Committee Policies and Procedures document and asked if there were any comments or questions. The Committee provided some feedback about the draft and also asked questions about specific line items, such as why is the youth committee member non-voting, why is the committee capped at 11 members, and why does it require a 4/5ths vote from the City Council in order to appoint members? Kirtz confirmed that she would seek answers to these questions and provide answers at a future meeting.

OLD BUSINESS

A. City Council Top Priorities (45 minutes)

Kirtz noted that this was a follow-up item from the previous meeting. The group mostly discussed the idea of enhancing the Welcome Experience Packet and how the Sustainability Committee could put together materials related to organics recycling that staff could include in the packet. The group brainstormed including a QR code to the City sustainability page, linking to the site to request trash and recycling bin labels from Hennepin County, instructions on how to request an organics recycling cart, and including a potential coupon from Ace Hardware to purchase countertop compost bags. Member Hart said that she would discuss the coupon idea and potential partnership with Ace Hardware. The Committee also mentioned the Robbinsdale Middle School property and how the Committee should stay informed on the future of that property. Kirtz noted that she will ensure sustainability-related materials make it into the Welcome Experience Packet whenever that project is addressed in the future.

B. Franchise Fees (45 minutes)

Member Heid walked through his presentation slides on franchise fees. The Committee agreed that they want to continue moving ahead with this idea as a future recommendation to the City Council.

INFORMATION ONLY

- Kirtz notified the group of upcoming volunteer opportunities, including the rain garden planting at the water tower, upcoming community clean ups, and tabling at Music in the Park.
- Kirtz reminded the group to RSVP for the Volunteer Appreciation Dinner.
- Kirtz asked if the group would be interested in a joint meeting with the Crystal Sustainability Commission on Thursday, July 16th. They said yes.
- Kirtz confirmed that the Committee would still like to hold their Adopt-a-Park trash pick up at South Halifax Park on July 15th.

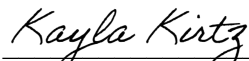
A. Topics for Next Meeting?

Kirtz asked the Committee for discussion topics for the next meeting. The requested items were:

- Chamber of Commerce Meet & Greet
- Franchise fee language
- Follow up on the draft Sustainability Committee Policies and Procedures questions

ADJOURNMENT

Kirtz adjourned the meeting at 8:15 p.m.



Kayla Kirtz, Sustainability Coordinator

08-25-2026

Date

MINUTES

CITY COUNCIL WORK SESSION CALLED TO ORDER

Mayor Pro Tem Blackledge called the meeting to order at 7:21 PM.

ROLL CALL

Present: Member Parisian, Member Caceres Aranda, Mayor Sutton, Mayor Pro Tem Blackledge, Member Greenberg

Absent: None

Staff: Tim Sandvik, City Manager; Rachel Leen, Communications Coordinator

DISCUSSION

A. Consider Resolution for Proposed North Memorial - Sanford Health Merger

Sandvik noted that representatives were present to answer questions, including North Memorial CEO Trevor Sawallish. Earlier in the year, Sanford and North Memorial signed a tentative merger agreement, and Council has since heard from representatives of both organizations and community members. Sandvik noted that Council can make a formal statement via a resolution, and a draft is attached in the packet.

Member Caceres Aranda referenced an email from the previous week regarding a 90-day extension to the merger timeline. Sawallish explained that the Attorney General requested additional time to consider community input and gather further feedback following the recent community forum. Member Caceres Aranda noted that his biggest takeaway from the forum was that unions are concerned about the merger. He asked whether negotiations had begun. Sawallish said negotiations are ongoing and that the definitive agreement includes protections for existing contracts.

Member Caceres Aranda asked about the Board of Directors following the merger and whether Sanford representatives would join. Sawallish said the North Memorial management team will remain in place, with him continuing to oversee North Memorial. The current Board of Trustees will also remain, with two members moving to the Sanford Board.

Member Caceres Aranda asked whether health insurance coverage at North Memorial would remain following the merger. Sawallish said insurance payers will make their own decisions and there are no provisions in the merger indicating that coverage will change. He noted that payer negotiations could result in a different network, although that would not be North Memorial's preference.

Member Caceres Aranda asked how North Memorial plans to avoid future financial difficulties. Sawallish said funding challenges will continue, and he will advocate at the Legislature for North Memorial. He noted that North Memorial is similar to HCMC in its emergency and Medicaid services and he will advocate for comparable funding. The Sanford merger will provide many benefits but will not resolve the \$50 million loss North Memorial experienced last year. Sawallish said North Memorial prefers to address its financial challenges internally rather than rely on taxpayer funding, but the size of last year's loss means legislative support will be necessary.

Member Parisian expressed support for the resolution and asked how affordability could be maintained for residents. Sawallish said healthcare in Minnesota remains challenging, but the two-year timeline provides an opportunity to work with Sanford on future options. He identified mental health services and expanded

primary care access as priorities, noting that North Memorial's former mental health program was discontinued during its financial struggles. He also discussed expanding traditional and virtual primary care and identified OBGYN services as a major priority.

Member Greenberg said the merger provides Robbinsdale with a path forward but asked whether there could be additional assurances for Robbinsdale, particularly regarding development in Maple Grove. Sawallish noted that Sanford has committed \$600 million in upfront investment, with approximately \$500 million focused on Maple Grove. He said the expansion will address unmet healthcare needs while generating additional revenue to help sustain the North Memorial system. Approximately \$100 million will be invested specifically in Robbinsdale to address deferred investments resulting from North Memorial's financial struggles, which he described as a significant show of faith.

Sawallish said another major commitment is the two-year period to work together on a long-term plan. He said Sanford was selected because it believes in North Memorial's work in Robbinsdale and wants to help sustain its mission. He clarified that Maple Grove has approximately 130 beds, while the Robbinsdale campus has approximately 300 beds. Sawallish thanked Council for its questions and acknowledged that representatives are hesitant to make commitments while so much remains unknown, but hoped the discussion was helpful.

A resident asked what Sanford gains from the merger and why it is willing to invest \$600 million in North Memorial. Sawallish said North Memorial is a strong provider of care and that combining the organizations will help Sanford expand its healthcare assets and services, lower costs and address gaps in its existing service area. He noted that Sanford has limited resources in northern Minnesota, creating gaps in care that North Memorial can help fill.

The resident asked whether North Memorial is pursuing other measures to make the Robbinsdale campus less costly and more profitable. Sawallish said the partnership will provide access to better purchasing opportunities and additional staff resources in areas such as human resources and information technology. He said North Memorial previously could not afford some growth opportunities because of the required investment.

A resident followed up on a comment from the community forum regarding gender-affirming care. She noted that North Memorial has a robust program serving many community members but expressed concern because some Sanford-owned facilities have discontinued similar services. Sawallish explained that Sanford discontinued its program when it was no longer covered and continuing it would have put other services at risk. He expressed confidence that Sanford does not intend to eliminate North Memorial services unless required by a change in law.

Sandvik noted that the resolution will come before Council at next week's meeting.

STAFF UPDATES

A. Annual Communications Update

Leen presented the annual communications report, highlighting successes and challenges from the past year. Successes included growth and engagement across social media accounts, a strong partnership with CCX Media, website improvements such as expanded online forms, and creative public outreach efforts. Challenges included digital accessibility requirements, particularly for PDFs, inconsistent engagement across social media platforms, and capacity limitations as communications efforts continue to grow.

Council expressed support for and appreciation of the City's communications efforts. Members specifically supported bringing back a welcome packet for new residents and developing a day-in-the-life video series

featuring City staff. Staff and Council also discussed potential uses of AI to assist with PDF accessibility remediation and options for moving forward.

B. Joint Community Police Partnership (JCPP) updates

Sandvik noted that strengthening partnerships between the community and Police Department remains a top priority. He highlighted the Joint Community Police Partnership (JCPP) and the work of Phillip Gray, who has been providing updates and tracking metrics related to the program. He also noted that the Robbinsdale Police Department continues to conduct community outreach, with JCPP serving as a liaison and providing additional opportunities for residents to connect with the department.

Council members expressed support for Gray's work and the programs he has developed, as well as seeing quantitative data from outreach efforts. Member Greenberg said he would like to see more consistent communication and opportunities for Council to receive updates from JCPP. Sandvik suggested that Council members connect with Gray directly at upcoming community events as an additional way to stay informed and engaged.

C. Organization Assessment - Preview

Sandvik provided an update on the organizational assessment, which was identified as a top City goal and priority in 2025. The assessment is nearly complete, and staff is working with a facilitator to develop final recommendations. Sandvik noted that the assessment did not reveal any major surprises but provided useful reminders about organizational structure, including the need to reduce silos, build redundancy within positions, and ensure adequate backup during staff absences or emergencies. The assessment also identified some structural gaps within the Finance Department. Staff has been working to create more consistency among administrative roles across departments and has established an internal group focused on ideas to strengthen staff retention and workplace culture. The consultant is expected to return in the coming weeks to present additional findings.

Mayor Sutton asked whether the assessment is expected to result in recommendations related to organizational structure. He noted that the City has identified some gaps related to departmental silos and anticipated some adjustments, but not a full reorganization. Sandvik explained that the assessment was brought forward ahead of the budget process, but there are currently no new positions proposed for 2027. He noted that future adjustments to roles and responsibilities could result in changes to positions and, over time, corresponding salary adjustments.

Sandvik emphasized that staff approached the assessment with an openness to identifying areas for improvement. All staff had opportunities to participate and provide feedback, with the goal of using the findings to guide future organizational improvements.

D. Traffic Study Results

Sandvik noted that the discussion on traffic speeds was prompted by a special request made during the Town Hall. These included concerns about traffic and speeding in the 4500 blocks of Halifax and Grimes with vehicles bypassing the France/Lake Drive intersection. Engineering reviewed the issue and based on the available data, they did not identify any immediate concerns or recommend long-term changes. Staff can continue short-term measures such as deploying speed trailers.

Mayor Pro Tem Blackledge noted that he shared the findings with residents, who understood the results, but said they would appreciate monitoring conditions as the school year begins. Member Greenberg added that having Public Safety engaged as the school year begins would be helpful due to increased traffic and improperly parked vehicles.

COUNCIL UPDATES

Mayor Sutton noted that he will be absent next week. He shared that the Mayor of New Hope takes the month of July off because it tends to be a slower month, giving staff additional time to prepare and work on items for the upcoming months. Sandvik noted that, operationally, it is a possibility if the City knows far enough in advance. For example, if there are payments requiring Council approval, staff could plan accordingly in order to not delay those items.

A. Budget Priorities

Sandvik noted that from May through August, staff meet with department heads to develop operational budget requests. Staff have been instructed that this is a belt-tightening year, with personnel and operational necessities as the top priorities. Major revenues, including Local Government Aid (LGA), come in late August, which is why staff are working on the budget now. The goal is to have a budget draft presented to Council in August. Sandvik noted that staff spent significant time reducing the budget by 0.5% from September through December last year. He asked Council to be as confident as possible when adopting the preliminary, not-to-exceed budget in September, noting that it took significant staff resources last year to reduce the budget slightly further later in the year. He emphasized that he wants Council to be comfortable with the budget they adopt and able to defend it.

Mayor Sutton reiterated that his philosophy going into the process is to distinguish between needs and wants. He wants staff to clearly identify what is needed for the coming year and what is desired, particularly what must be done to prevent the City from falling behind or experiencing significant deterioration in areas such as infrastructure and public safety in the future. Member Greenberg noted that he wants to find ways to lower the levy, while recognizing that certain factors are relatively fixed costs. He suggested that if Council could agree early on a target percentage, staff could address that target sooner and avoid additional work later in the process. He believes there are opportunities to improve efficiency through more cost-effective purchases, such as less expensive Police Department squad cars or extending replacement timelines.

Member Parisian said she is aligned with the priorities outlined in the memo. While maintaining high service levels is important, she emphasized that consistency is key and she does not want residents to notice a decline in services due to belt-tightening. She wants to find the right balance if the goal is to tighten the budget and cautioned against making reductions that could create greater costs or problems in future years. Member Greenberg agreed.

Member Caceres Aranda noted that he would support limited use of reserves and said it would be helpful to have enough information to explain and defend any decision to dip into reserves. Mayor Pro Tem Blackledge agreed with the memo and supported maintaining service levels and consistency. He highlighted the importance of infrastructure planning and echoed the distinction between needs and nice-to-have items.

Sandvik reiterated that staff are approaching this year with a belt-tightening perspective. He acknowledged that other jurisdictions, including the County and School District, are facing difficult financial circumstances, but said it would be to the City's detriment to base its budget decisions on the financial situations of other jurisdictions. He noted that the City applied for state and federal funding but received little, putting staff back at the drawing board to determine how to fund major projects that still need to be completed. He cautioned that belt-tightening now can put off issues and create additional financial strain for future Councils and staff.

Mayor Sutton said it would be helpful to educate residents about how the City develops its budget and utility rates, noting that residents do not always understand how the work gets done. Member Greenberg said residents can become discouraged during budget season and feel that their feedback does not matter. He supported more communication about opportunities for residents to participate in the budget process and emphasized that residents need to get involved earlier in the year.

Mayor Pro Tem Blackledge suggested that recording the Work Session could help residents understand the process. Member Greenberg suggested focusing on communication that encourages residents to participate earlier and clearly explains the budget timeline. Sandvik noted that residents generally do not begin thinking about the budget until they receive their Truth in Taxation (TNT) notices in the mail. Mayor Sutton agreed that the City can continue reminding residents about Council meetings and explaining what is on the agenda at those meetings. Council discussed holding a town hall or public forum specifically focused on the budget. Leen added that the City could include budget information in the Birdtown Brief and on social media.

ADJOURNMENT

Mayor Pro Tem Blackledge adjourned the meeting at 9:33 PM.

Rachel Leen, Communications Coordinator

Raymond Blackledge, Mayor Pro Tem

TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Deputy Registrar's Monthly Financial Statements

Background:

Attached are the Deputy Registrar's financial reports for the month of July 2026 prepared by the Finance department. The reports include monthly and year-to-date amounts for 2026 with comparable amounts to 2025.

Analysis:

Year-to-date revenues amount to \$ 380,806, showing a decrease of \$56,137 (12.8%) compared to the previous year. Expenditure has decreased by \$9,442 (2.8%). The net gain before transfers for the year is \$48,515, which is \$46,695 (49%) less than last year at this time.

Passport revenue year to date has decreased by \$19,633 (18.6%) and motor vehicle fees have decreased by \$40,939 (12.5%).

Recommendation:

Approve a motion to acknowledge the Deputy Registrar's financial reports for the month of July 2026.

Attachments:

1. DEPS P&L - July 2026

City of Robbinsdale
Deputy Registrar
Profit and Loss Statement From Operations
For Period Ending July 31, 2026

			Year to Date		% Inc (Dec) from Previous Year
	Jul-2026	Jul-2025	2026	2025	
Notary Fees			-	10	(100.0%)
Motor Vehicle Fees	36,735	43,111	260,668	313,911	(17.0%)
Motor Vehicle Fees - Kiosk	6,957	2,174	25,888	13,584	
Boat/Snow/ATV/ORV Fees	377	605	2,968	3,010	(1.4%)
Fish & Game Fees	6	5	45	23	95.7%
Passport Fees	7,940	10,641	85,697	105,330	(18.6%)
State Grants - Other			(125)	(1)	0.0%
Other Revenue	47	174	5,665	1,076	426.5%
Revenues	<u>52,062</u>	<u>56,710</u>	<u>380,806</u>	<u>436,943</u>	(12.8%)
Operating Expenses:					
Personal Services	36,314	38,540	263,898	276,973	(4.7%)
Supplies & Repairs	52	467	1,877	2,142	(12.4%)
Internal Serv Charges	8,256	7,913	57,792	55,391	4.3%
Other Charges & Services	651	1,184	8,724	6,616	31.9%
Other (Income) Expense		(9)	-	611	0.0%
Total	<u>45,273</u>	<u>48,095</u>	<u>332,291</u>	<u>341,733</u>	(2.8%)
Operating Income / (Loss)	<u>6,789</u>	<u>8,615</u>	<u>48,515</u>	<u>95,210</u>	
	13%	15%	13%	22%	

TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Quarterly Financial Information for General, Water, Sanitary Sewer,
Storm Sewer and Solid Waste

Background:

Attached is quarterly financial information for the General, Water, Sanitary Sewer, Storm Sewer and Solid Waste Funds for the quarter ending June 2026 prepared by the finance department. The report includes a budget and quarterly amount for 2026.

Analysis:

This is summarized information and reflects transactions that have occurred to date throughout the quarter. Many of the General Fund revenues are received in lump payments at various times during the years and many expenses are seasonal.

Recommendation:

Approve a motion to acknowledge the financial reports for the quarter ending June 2026.

Attachments:

1. Quarterly Financials 2026-2nd

City of Robbinsdale
General Fund
For Period Ending June 30, 2026

	2nd Quarter 2026	Year to Date Actual	Annual Budget	Under (Over) Budget	Percent Received / Expended
<u>Revenues/Other Cash Inflow</u>					
Taxes	\$ 4,700,000	\$ 4,700,000	\$ 10,133,227	\$ 5,433,227	46.4%
Business Licenses	2,653	84,379	101,717	17,338	83.0%
Non-Business Licenses & Permits	93,579	190,644	469,233	278,589	40.6%
Intergovernmental	89,257	94,393	2,978,721	2,884,328	3.2%
General Government Fees	45,330	145,381	332,030	186,649	43.8%
Public Safety Fees	13,835	17,767	20,321	2,554	87.4%
Recreation Fees	45,179	106,484	126,004	19,520	84.5%
Fines & Forfeitures	55,377	112,955	157,505	44,550	71.7%
Franchise Fees	169,047	169,047	465,000	295,953	36.4%
Interest and dividends			168,956	168,956	
Miscellaneous Revenue	148,589	164,308	22,905	(141,403)	717.3%
Contributions From Other Funds			300,000	300,000	
Fund Balance Reserves					
Total Revenues/Other Cash Inflows	\$ 5,362,846	\$ 5,785,358	\$ 15,275,619	\$ 9,490,261	37.9%
<u>Expenses/Other Cash Outflow</u>					
City Council	\$ 52,907	\$ 110,678	\$ 218,492	\$ 107,814	50.7%
Legal Services	21,482	43,029	143,268	100,239	30.0%
Administrative Services	164,062	272,923	440,405	167,482	62.0%
Assessing	1,709	3,443	10,421	6,978	33.0%
Financial Services	114,565	187,858	425,759	237,901	44.1%
Community Development	175,902	315,041	730,429	415,388	43.1%
Police Services	1,937,251	3,522,577	7,746,493	4,223,916	45.5%
Fire Services	287,022	495,197	1,200,838	705,641	41.2%
Recreation & Parks	219,156	376,546	817,443	440,897	46.1%
Engineering Services	270,465	412,726	1,046,091	633,365	39.5%
Public Works	610,868	1,146,150	3,062,205	1,916,055	37.4%
Transfer to Other Funds					
Total Expenses/Other Cash Outflow	\$ 3,855,389	\$ 6,886,168	\$ 15,841,844	\$ 8,955,676	43.5%

City of Robbinsdale
Water Utility Fund
For Period Ending June 30, 2026

	2nd Quarter 2026	Year to Date Actual	Annual Budget	Under (Over) Budget	Percent Received / Expended
Water Utility Operations					
Revenues/Other Cash Inflow					
Water Charges	\$ 1,561,760	\$ 2,423,964	\$ 4,984,670	\$ 2,560,706	48.6%
Intergovernmental - Grant	156,954	158,314	1,353,200	1,194,886	11.7%
Interest Income	1,716	4,804	155,900	151,096	3.1%
Bond Proceeds			2,916,000	2,916,000	
Other Revenue	-	2,880	3,000	120	96.0%
Total Revenues/Other Cash Inflows	\$ 1,720,430	\$ 2,589,962	\$ 9,412,770	\$ 6,822,808	27.5%
Expenses/Other Cash Outflow					
Personal Service	\$ 171,198	\$ 325,798	\$ 552,739	\$ 226,941	58.9%
Supplies	111,950	181,116	445,844	264,728	40.6%
Other Services & Charges	289,270	580,843	1,164,912	584,069	49.9%
Depreciation	230,000	460,000	920,000	460,000	50.0%
Capital Improvements	46,940	189,236	4,661,600	4,472,364	4.1%
Bond Principal		400,000	2,487,000	2,087,000	16.1%
Bond Interest		271,890	574,720	302,830	47.3%
Fiscal Agent Fees	43	191		(191)	
Debt Issuance Cost	192	192		(192)	
Operating Transfers Out			65,000	65,000	
Total Expenses/Other Cash Outflow	\$ 849,593	\$ 2,409,266	\$ 10,871,815	\$ 8,462,549	22.2%
Year-to-date Revenue less Expenses					
		<u>\$ 180,696</u>			

City of Robbinsdale
Sanitary Sewer Fund
For Period Ending June 30, 2026

	2nd Quarter 2026	Year to Date Actual	Annual Budget	Under (Over) Budget	Percent Received / Expended
Sanitary Sewer Operations					
Revenues/Other Cash Inflow					
Sanitary Sewer Charges	\$ 1,034,444	\$ 1,675,155	\$ 3,381,891	\$ 1,706,736	49.5%
Interest Income			80,000	80,000	
Bond Proceeds			300,000	300,000	
Other Revenue		2,780	4,000	1,220	
Total Revenues/Other Cash Inflows	\$ 1,034,444	\$ 1,677,935	\$ 3,765,891	\$ 2,087,956	44.6%
Expenses/Other Cash Outflow					
Personal Service	\$ 49,981	\$ 66,540	\$ 147,247	\$ 80,707	45.2%
Supplies	4,097	8,456	37,720	29,264	22.4%
Other Charges & Services	446,865	934,075	1,661,849	727,774	56.2%
Depreciation	69,856	139,713	279,427	139,714	50.0%
Capital Improvements			578,000	578,000	
Bond Principal Pymts		275,000	285,000	10,000	96.5%
Bond Interest		28,525	52,725	24,200	54.1%
Fiscal Agent Fees	47	217	700	483	31.0%
Debt Issuance Cost		59			
Operating Transfers Out			16,000	16,000	
Total Expenses/Other Cash Outflow	\$ 570,846	\$ 1,452,585	\$ 3,058,668	\$ 1,606,142	47.5%
Year-to-date Revenue less Expenses					
		<u>\$ 225,350</u>			

City of Robbinsdale
Storm Sewer Fund
For Period Ending June 30, 2026

	<u>2nd Quarter 2026</u>	<u>Year to Date Actual</u>	<u>Annual Budget</u>	<u>Under (Over) Budget</u>	<u>Percent Received / Expended</u>
Storm Sewer Operations					
<u>Revenues/Other Cash Inflow</u>					
Storm Sewer Charges	\$ 700,702	\$ 1,094,527	\$ 2,092,231	\$ 997,704	52.3%
Interest Income	5,330	14,922	88,000	73,078	17.0%
Bond Proceeds			325,000	325,000	
Other Revenue					
Total Revenues/Other Cash Inflows	<u>\$ 706,032</u>	<u>\$ 1,109,449</u>	<u>\$ 2,505,231</u>	<u>\$ 1,395,782</u>	<u>44.3%</u>
<u>Expenses/Other Cash Outflow</u>					
Personal Service	\$ 55,497	\$ 82,049	\$ 213,672	\$ 131,623	38.4%
Supplies	30,043	30,088	100,385	70,297	30.0%
Other Charges & Services	304,791	426,977	537,076	110,099	79.5%
Depreciation	100,000	200,000	400,000	200,000	50.0%
Capital Improvements	2,700	297,489	911,500	614,011	32.6%
Bond Principal Pymts		455,000	445,000	(10,000)	102.2%
Bond Interest		45,556	203,676	158,120	22.4%
Fiscal Agent Fees	77	323		(323)	
Debt Issuance Cost		117		(117)	
Operating Transfers out			25,000	25,000	
Total Expenses/Other Cash Outflow	<u>\$ 493,108</u>	<u>\$ 1,537,599</u>	<u>\$ 2,836,309</u>	<u>\$ 1,298,710</u>	<u>54.2%</u>
		<u>Increase (Decrease)</u>			
Year-to-date Revenue less Expenses		<u>\$ (428,150)</u>			

City of Robbinsdale
Solid Waste Fund
For Period Ending June 30, 2026

	<u>2nd Quarter</u> <u>2026</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Under (Over)</u> <u>Budget</u>	<u>Percent</u> <u>Received /</u> <u>Expended</u>
Solid Waste Operations					
<u>Revenues/Other Cash Inflow</u>					
Solid Waste Charges	\$ 719,024	\$ 1,104,152	\$ 2,490,323	\$ 1,386,171	44.3%
County Grant Revenue	26,849	26,849	62,000	35,151	43.3%
Interest Income			90,000	90,000	
Other Revenue	900	1,450	2,300	850	63.0%
Total Revenues/Other Cash Inflows	<u>\$ 746,773</u>	<u>\$ 1,132,451</u>	<u>\$ 2,644,623</u>	<u>\$ 1,512,172</u>	<u>42.8%</u>
<u>Expenses/Other Cash Outflow</u>					
Personal Service	\$	\$	\$	\$	
Supplies					
Other Charges & Services	636,435	1,098,489	2,349,527	1,251,038	46.8%
Transfer to Other Funds			200,000	200,000	
Total Expenses/Other Cash Outflow	<u>\$ 636,435</u>	<u>\$ 1,098,489</u>	<u>\$ 2,549,527</u>	<u>\$ 1,451,038</u>	<u>43.1%</u>
		<u>Increase (Decrease)</u>			
Year-to-date Revenue less Expenses		<u>\$ 33,962</u>			

TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Robbinsdale Wine & Spirits' Monthly Financial Statements

Background:

Attached are the Robbinsdale Wine & Spirits' financial reports for the month of July 2026 prepared by the Finance department. The report includes monthly and year-to-date amounts for 2026 with comparable amounts to 2025.

Analysis:

Year-to-date sales amounted to \$2,337,892, reflecting a \$ 34,725 increase (1.5%) from the previous year. Gross profit from sales stands at \$ 728,142 compared to \$ 693,729 in 2025 (5% increase). Our year-to-date gross profit is currently at 31%, meeting our target. The net income before transfers including the non-operating revenue/expenses for this year totals \$ 44,651 showing an increase of \$ 19,499 from the net income of \$ 25,152 in 2025.

The rent expense associated with the Hy-Vee location, amounting to \$12,075 per month, is accounted for within the depreciation and interest expense because of GASB 87.

Recommendation:

Approve a motion to acknowledge the Robbinsdale Wine & Spirits' financial reports for the month of July 2026.

Attachments:

1. Liquor July 2026 P&L
2. Pie Chart 2026

City of Robbinsdale
Robbinsdale Wine & Spirits
Profit and Loss Statement From Operations
For Period Ending July 31, 2026

	Year to Date				Amount	% Inc (Dec)
	Jul-2026	Jul-2025	2026	2025	Difference	from Previous Year
Sales	383,393	390,524	2,360,922	2,326,197	34,725	1.5%
Less Customer Discounts	3,149	3,494	23,030	20,710	2,320	11.2%
Net Sales	380,244	387,030	2,337,892	2,305,487	32,405	1.4%
Cost of Sales	269,718	276,255	1,609,750	1,611,758	(2,008)	(0.1%)
Gross Profit	110,526	110,775	728,142	693,729	34,413	5.0%
Percent to Net Sales	29%	29%	31%	30%		
Operating Expenses:						
Personal Services	53,890	49,294	380,760	373,953	6,807	1.8%
Supplies & Repairs	2,135	1,317	13,941	8,876	5,065	57.1%
Other Charges & Services	24,407	26,161	172,147	170,995	1,152	0.7%
Depreciation	11,588	11,250	81,114	78,750	2,364	3.0%
Other (Income) Expense	39	(98)	389	863	(474)	(54.9%)
Total	92,059	87,924	648,351	633,437	14,914	2.4%
Operating Income / (Loss)	18,467	22,851	79,791	60,292	19,499	32.3%
Percent to Net Sales	5%	6%	3%	3%		

Nonoperating Revenues (Expenses)

GASB 87 Adjustment					
Lease Interest Expense	(5,020)	(5,020)	(35,140)	(35,140)	0
	(5,020)	(5,020)	(35,140)	(35,140)	0
Income/(Loss) Before Transfers	13,447	17,831	44,651	25,152	19,499

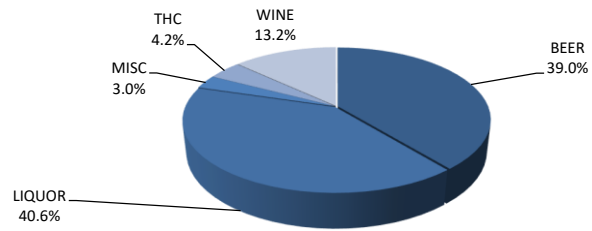
	Current Month Analysis					Totals
	Liquor	Wine	Beer	Misc	THC	
Sales	154,404	50,102	148,281	11,508	15,949	380,244
Inventory of July 1	307,461	150,607	111,349	10,098	12,708	592,223
Purchases	81,435	25,495	87,498	8,539	7,634	210,601
Less Inventory of July 31	283,428	143,448	85,705	10,649	9,876	533,106
Cost of Sales	105,468	32,654	113,142	7,988	10,466	269,718
Gross Profit	48,936	17,448	35,139	3,520	5,483	110,526
Gross Profit % to Net Sales	32%	35%	24%	31%	34%	
Product % to Total Sales	41%	13%	39%	3%	4%	

City of Robbinsdale
Robbinsdale Wine & Spirits
Profit and Loss Statement From Operations
For Period Ending July 31, 2026

Sales / Cost of Sales Analysis

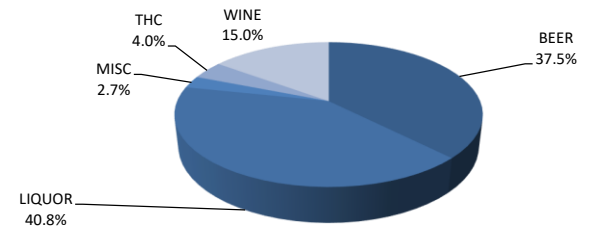
			Year to Date		% Inc (Dec) from Previous Year
	Jul-2026	Jul-2025	2026	2025	
Liquor Sales	154,404	157,601	953,404	969,495	(1.7%)
Liquor Cost of Sales	105,468	109,811	635,313	654,014	(2.9%)
Gross Profit	<u>48,936</u>	<u>47,790</u>	<u>318,091</u>	<u>315,481</u>	<u>0.8%</u>
Percent to Net Sales	32%	30%	33%	33%	
Wine Sales	50,102	47,520	350,021	337,568	3.7%
Wine Cost of Sales	32,654	30,829	215,658	209,267	3.1%
Gross Profit	<u>17,448</u>	<u>16,691</u>	<u>134,363</u>	<u>128,301</u>	<u>4.7%</u>
Percent to Net Sales	35%	35%	38%	38%	
Beer Sales	148,281	155,948	877,086	869,588	0.9%
Beer Cost of Sales	113,142	118,475	655,974	663,711	(1.2%)
Gross Profit	<u>35,139</u>	<u>37,473</u>	<u>221,112</u>	<u>205,877</u>	<u>7.4%</u>
Percent to Net Sales	24%	24%	25%	24%	
Misc Sales	11,508	11,308	63,184	60,072	5.2%
Misc Cost of Sales	7,988	7,839	42,757	41,280	3.6%
Gross Profit	<u>3,520</u>	<u>3,469</u>	<u>20,427</u>	<u>18,792</u>	<u>8.7%</u>
Percent to Net Sales	31%	31%	32%	31%	
THC Sales	15,949	14,653	94,197	68,764	37.0%
THC Cost of Sales	10,466	9,301	60,048	43,486	38.1%
Gross Profit	<u>5,483</u>	<u>5,352</u>	<u>34,149</u>	<u>25,278</u>	<u>35.1%</u>
Percent to Net Sales	34%	37%	36%	37%	
Total Sales	380,244	387,030	2,337,892	2,305,487	1.4%
Total Cost of Sales	269,718	276,255	1,609,750	1,611,758	(0.1%)
Gross Profit	<u>110,526</u>	<u>110,775</u>	<u>728,142</u>	<u>693,729</u>	<u>5.0%</u>
Percent to Net Sales	29%	29%	31%	30%	

**July 2026
Liquor Store - Net Sales**



July 2026		Net Sales per Dept	% Net Sales of Total
BEER	6401.4763	148,281	39.0%
LIQUOR	6401.4761	154,404	40.6%
MISC	6401.4764	11,508	3.0%
THC	6401.4766	15,949	4.2%
WINE	6401.4762	50,102	13.2%
		380,244	

**Yearly 2026
Liquor Store - Net Sales**



Total 2026		Net Sales per Dept	% Net Sales of Total
BEER	6401.4763	877,086	37.5%
LIQUOR	6401.4761	953,405	40.8%
MISC	6401.4764	63,184	2.7%
THC	6401.4766	94,196	4.0%
WINE	6401.4762	350,020	15.0%
		2,337,891	



TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Delinquent Utilities

Background:

Annually, utility accounts that are more than 30 days past due, as of the public hearing, are classified as delinquent.

Analysis:

Those utility accounts classified as delinquent are assessed annually against the subject property. The final step in the assessment process is to hold a public hearing to certify the assessment. Assessment period is one year at 8% interest on the unpaid balance plus a one-time \$2.50 surcharge from Hennepin County. At the time of the hearing, a \$75.00 administrative fee will be added to all properties on the assessment roll.

Recommendation:

By motion,

- Set a Public Hearing to certify the assessment roll for delinquent utilities for Tuesday, October 6, 2026, at 7 p.m. at Robbinsdale City Hall.
- Authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

Attachments:

None



TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Unpaid Administrative Penalties

Background:

Throughout the year, City staff has issued administrative citations to properties that were found to be in violation of Administrative Penalties, Chapter 1, Section 117 of the Robbinsdale City Code. Certain amounts have been billed to the owners or occupants pursuant to Section 117. If an amount is not paid within thirty (30) days after the billing statement is sent, the Code provides that it will constitute a lien on the real property where the violation occurred. The lien may be assessed against the property and collected in the same manner as taxes.

Analysis:

The owners or occupants of the properties on the proposed assessment roll have not paid the administrative penalties and will therefore be assessed in accordance with Minnesota Statutes. The final step in the assessment procedure is to hold a public hearing to certify the assessment. It is recommended that the terms for this assessment be 8% interest on the unpaid balance over one year, as well as a one-time \$2.50 surcharge from Hennepin County. At the time of the hearing, a \$75.00 administrative fee will be added to all delinquent amounts on the assessment roll.

Recommendation:

By motion,

- Set a Public Hearing to certify the assessment roll for unpaid administrative penalties for Tuesday, October 6, 2026, at 7 p.m. at Robbinsdale City Hall.
- Authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

Attachments:

None

TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Forced Tree Removals

Background:

The City has established a program where a property owner can arrange for the removal of diseased trees on their property. These trees were either a forced removal or were petitioned for removal by property owners.

Analysis:

The trees have been removed and the costs finalized. It is recommended that the terms for this assessment be 8% interest on the unpaid balance over three (3) years, as well as a \$2.75 surcharge from Hennepin County. At the time of the hearing, a \$75.00 administrative fee will be added to all properties on the assessment roll.

Recommendation:

By motion,

- Set a Public Hearing to certify the assessment roll for forced tree removal for Monday October 6, 2026, at 7 p.m. at Robbinsdale City Hall.
- Authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

Attachments:

None



TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Scheduling Public Hearing on October 6, 2026, to Certify the Assessment Roll for Emergency Water, Sewer, and Sump Pump Repairs

Background:

The City has established a program where a property owner with a failed sanitary sewer system or water service may request financial assistance to have it repaired. Additionally, the program has been expanded to include City required sump pump fixes under the Sump Pump Inspection Program.

Analysis:

Under these programs, the property owner files a petition with the City and then hires a contractor to make the repairs. The contractor bills the City for the repairs and the City then assesses the costs back to the property owners over a five (5) to ten (10) year period. It is recommended that the terms for this assessment be 8% interest on the unpaid balance over ten (10) years, as well as a one-time \$2.75 surcharge from Hennepin County. At the time of the hearing, a \$75.00 administrative fee will be added to all properties on the assessment roll.

Recommendation:

By motion,

- Set a Public Hearing to certify the assessment roll for emergency water and sewer repairs, and required sump pump repairs for Tuesday, October 6, 2026, at 7 p.m. at Robbinsdale City Hall.
- Authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

Attachments:

None

MINUTES

CITY COUNCIL WORK SESSION CALLED TO ORDER

Mayor Pro Tem Blackledge called the meeting to order at 7:28 PM.

ROLL CALL

Present: Mayor Sutton, Mayor Pro Tem Blackledge, Member Caceres Aranda, Member Greenberg, Member Parisian

Absent: None

Staff: Tim Sandvik, City Manager; Patrick Foley, Police Chief; John Elder, Police Captain; Christopher Banks, Public Safety Support Technician; Diaa Tahoun, Finance Director; Rachel Leen, Communications Coordinator

DISCUSSION

A. Discussion with Eckberg Lammers, Prosecution Service

Sandvik introduced Joe Van Thomme and Annalise McCahery of Eckberg Lammers, the City's prosecutors, who were present to discuss recent Robbinsdale case trends and data. Van Thomme explained that the firm's scope covers petty misdemeanors, misdemeanors and gross misdemeanors, but not juvenile offenses, felonies or low-level drug crimes, which are prosecuted by the County Attorney. Cases are typically initiated by citation, arrest or criminal complaint. Prosecutors first check for conflicts before reviewing reports and primarily digital evidence. He said their primary responsibilities are protecting defendants' constitutional rights and ensuring victims' voices are heard.

Van Thomme noted that the team includes six full-time prosecutors, two backup prosecutors and eight legal assistants, five of whom serve as victim-witness coordinators to help victims participate effectively in court and access needed resources. Van Thomme said the firm's work extends beyond prosecution to community engagement and leadership, including gun violence prevention and domestic violence advocacy.

Van Thomme presented five years of Robbinsdale case data. Petty misdemeanors increased significantly from 2024 to 2025, primarily due to increased parking enforcement, while gross misdemeanors and domestic assaults remained relatively consistent. Traffic and drug offenses have also increased since the pandemic. He said the overall increase in cases does not indicate a drastic increase in criminal behavior, as much of the growth is related to traffic offenses and petty misdemeanors. Van Thomme noted that Hennepin County's treatment and trauma-related courts have an 86% graduation rate but limited capacity, accepting only a few cases from individual cities. He said the programs can be highly effective for those accepted, although they require significant participation and probationary time.

Van Thomme said the firm will continue investing in staff and technology to move cases more efficiently and help victims through the system more quickly. He emphasized balancing accountability with appropriate resources and rehabilitation, particularly for individuals experiencing mental illness or poverty. The firm also maintains relationships with police departments to build trust and encourage open communication.

Member Caceres Aranda thanked the prosecutors for their work in prosecution and community leadership. He emphasized the importance of alternatives to incarceration and appreciated the firm's focus on rehabilitation. Van Thomme said the firm shares the Police Department's goal of avoiding incarceration when unnecessary and instead looks for ways to connect individuals with appropriate resources. Mayor Sutton noted that the Robbinsdale Police Department, particularly Chief Foley and Captain Elder, approaches police work with care,

which he has seen firsthand. Council thanked the prosecutors for their presentation and expressed appreciation for Eckberg Lammers.

Sandvik noted that a formal contract will come before Council in the coming weeks.

B. Discussion on Flock

Sandvik noted that the Chief, Captain and Chris Banks from the Police Department were present to answer questions about Flock, as the City has received many questions in recent weeks.

Mayor Pro Tem Blackledge noted that Flock is an issue affecting communities beyond Robbinsdale. Member Greenberg noted that he has heard concerns from residents about what the system captures and whether it is necessary. He noted that some municipalities have removed Flock cameras and said he wanted to better understand Robbinsdale's use of Flock, its policies, when data can be accessed for a crime, and whether other agencies can access Robbinsdale's data through the Flock system.

Mayor Pro Tem Blackledge asked who can access the system. Member Caceres Aranda asked how data is shared when a license plate is captured and whether other agencies must request it from the City or can access it directly. Captain Elder explained that Flock is a license plate reader that captures an image of each passing vehicle and flags vehicles associated with certain crimes. Officers receive an alert and photo and verify the information in the field. Banks said the images are stored in Flock's secure database and can only be accessed by Robbinsdale officers unless the City shares the data with other agencies. Robbinsdale recently revoked its data-sharing permissions with other cities, so access is currently limited to 30 Robbinsdale officers and two police staff members.

Banks noted that three administrators manage the system. It uses two-factor authentication, and administrators must add users. Mayor Sutton asked how Flock's security compares with online banking. Banks said it is similarly secure and uses SSL technology. Chief Foley noted that Robbinsdale has two Flock cameras, which are the City's only license plate readers. Member Parisian asked about recent changes to data sharing. Chief Foley said that Mille Lacs County had accessed the system for federal purposes, but its search produced no hits in Robbinsdale.

Member Greenberg asked whether the City can choose which municipalities it shares data with. Chief Foley said sharing can be enabled or disabled by municipality. He noted that immigration searches are one of several categories that can be turned on or off and are now disabled in Robbinsdale. The City also previously participated in a statewide information-sharing pool but no longer shares its data through that system.

Member Greenberg asked whether the cameras operate continuously. Chief Foley said the cameras capture license plates and photographs but do not provide a live feed. Banks clarified that the cameras do not record continuous video and instead capture individual images. Member Caceres Aranda asked about the software's cost, and Chief Foley replied that operating the two cameras, including data retention, costs approximately \$6,000 annually.

Mayor Pro Tem Blackledge asked how long Flock retains the data. Banks answered that data is stored for two years and searches are conducted in 30-day increments. Member Greenberg asked whether the City can track who accesses its data. Captain Elder said users must enter a department case number when conducting a search. Chief Foley described a three-step audit process in which Banks reviews searches, an administrative sergeant randomly checks cases for a valid reason, and the information is submitted to the Chief and Captain. RPD also conducts a biannual audit through an outside vendor.

Member Parisian asked about safeguards against civil immigration enforcement under the separation ordinance. Banks said other municipalities may search Flock's database, but none can currently access

Robbinsdale's data. He also noted that federal agencies cannot access Robbinsdale's data.

Mayor Sutton asked whether not sharing data with other agencies, including Crystal, limits Flock camera's effectiveness. Captain Elder said it can, because crime crosses municipal boundaries and data sharing can make the system more effective. Chief Foley said RPD may eventually consider sharing data with municipalities individually, provided the agencies sign an agreement prohibiting immigration-related use.

A resident asked what types of incidents trigger Flock alerts, who conducts the outside audit, and what categories can be toggled on or off. Staff identified the Minnesota Security Consortium as the external auditor. Banks said immigration and minor cases are two categories that can be universally enabled or disabled. Other alert categories include missing adults and children, felony warrants, gross misdemeanors and certain violent crimes. Member Greenberg clarified that alerts are based on license plates and vehicle registrations, not individuals.

A resident asked whether data from vehicles that were not initially flagged can be searched later. Captain Elder said it can be searched for up to two years because the images are retained. Banks shared that Flock reports that data is deleted after two years and has created a transparency page with information and FAQs about its cameras.

A resident referenced a case in which a Flock employee reportedly reviewed indoor video and noted that contracts vary regarding data ownership. Banks said Flock offers different types of cameras, but Robbinsdale does not have video cameras, and staff would need to review the City's contract language regarding data ownership. Another resident asked how an outside agency would obtain Flock data if it had a warrant. Chief Foley said the agency would need to submit a data request, which has not occurred in Robbinsdale.

Captain Elder shared two examples of Flock assisting with public safety. In one case, an alert helped police locate a vehicle involved in the kidnapping of a seven-year-old in Zimmerman, leading to the child's rescue. During Whiz Bang Days, an alert helped RPD locate a stolen vehicle and a person with dementia who had taken it from a neighboring city, allowing officers to return the person to safety and the vehicle to its owner.

Mayor Pro Tem Blackledge summarized that the next step should be hearing about the Police Department's plans and what it learns through additional research and discussions with neighboring cities. Member Parisian thanked staff for addressing the questions and asked RPD to keep Council informed about operational and policy next steps. She noted that building community trust is a Council priority and said much of the information discussed should be shared publicly through communications. Chief Foley noted that Flock has community engagement teams that can attend Council meetings. Council supported inviting them, although Member Greenberg said there is significant distrust of Flock and that hearing directly from the company would be helpful but would not resolve all concerns. Member Caceres Aranda noted that protecting residents from federal immigration enforcement is also a Council goal and expressed appreciation for RPD's efforts to strengthen those protections.

C. 2027 Budget Discussion

Sandvik started the presentation by recalling that Council had asked for more information about the budget process and opportunities for public engagement, so a graphic and webpage outlining the City's year-round budget process is now available on the City website. The City established its goals and priorities earlier in the year, reviewed departmental requests, and began more detailed discussions of budget rates in June. Council priorities discussed in July included maintaining high service levels and focusing on needs and infrastructure.

Sandvik explained that in June and July, staff met with each department head to develop the 2027 budget. There are no major changes across departments and no new staff positions are proposed. Notable items include COLA and insurance costs in Finance; the Building Official transition and proposed Fire Marshal transition to

Rum River in Community Development; increased business inspection efforts; additional GIS training in Engineering; a Fire Relief Association funding request and new records system in the Fire Department; continued discussion of a potential full-time Fire Department position, although none is recommended for 2027; a proposed transition of a Police Captain to an Assistant Chief position; and continuation of the Recreation Department's 2026 staffing model.

Sandvik highlighted grants and special revenue secured by City staff over the past 18 months, totaling more than \$9 million annually. He said the City has become more proactive in pursuing grant opportunities, but securing these funds requires significant staff time across departments.

Sandvik shared the recommendation of a 6% increase to the General Fund levy for 2027. For a median-value home, this would be approximately \$200 annually, or \$17 per month. The estimated Robbinsdale tax rate would be 67.05%. Local Government Aid (LGA) funding is expected to remain roughly flat.

Mayor Pro Tem Blackledge appreciated the information on special revenue and asked Council to discuss the proposed Police Department leadership position and 6% levy increase. Mayor Sutton asked whether an Assistant Police Chief is typically seen in similarly sized cities. Sandvik said having a second-in-command provides additional capacity and ensures a command structure when the Chief is unavailable. He noted that the City has seen similar benefits from the Assistant City Manager position.

Member Caceres Aranda asked whether the Assistant Police Chief position would involve a salary increase. Sandvik confirmed that it would and said the position would be advertised externally. Mayor Sutton said he would like to see leadership positions filled internally when possible, noting that officers and Sergeants may prefer remaining in the field. Member Greenberg said the position would provide an opportunity to retain talent and create additional advancement opportunities in the department. Council expressed support for the elevated position.

Mayor Pro Tem Blackledge asked for Council's thoughts on the 6% increase. Mayor Sutton said he was comfortable with the lower increase compared with previous years but wanted to ensure the City continues addressing necessary maintenance and long-term needs. Sandvik asked Council to be fairly committed to the preliminary budget in September, as this would allow staff to focus on longer-term planning and establish a sustainable number going forward while using the additional time to work on larger needs.

Member Caceres Aranda expressed that property taxes are difficult for residents and shared support for 6%, noting that it is an improvement from last year's 7.5% increase. Member Parisian supported the 6% increase and thanked staff for their work. Member Greenberg supported the proposal. He asked that Council also discuss utility rates, noting that residents will face increased utility costs in addition to property taxes.

Mayor Pro Tem Blackledge asked how utility rates relate to the 6% levy increase. Sandvik said the City is working with a consultant to determine future utility rates and is analyzing needed underground utility work. He said that discussion will begin as early as October. Tahoun noted that Council previously discussed issuing bonds every other year because annual bonding increases the levy. The City plans to issue a bond next year but hopes the approach will provide some financial breathing room. He noted that utility billing rates are not expected to decrease until the Water Treatment Plant is paid off in 2040. He also noted that investment income has increased significantly since he began his role.

Council expressed overall support for the proposed budget and felt good about moving forward.

STAFF UPDATES

Sandvik noted that the Sustainability Committee recommended pursuing grant funding for a native planting project. Although the City did not receive the grant, staff have reallocated funds to support a smaller pilot project around City Hall. The project will begin this fall.

Blue Line Light Rail Extension: Sandvik noted that the funding gap has been widely reported, and the Metropolitan Council and Hennepin County are working to identify funding to close the gap. The 90% plans have been completed and reviewed by City engineers. Future discussions with the project office may focus on the City's role in the project.

COUNCIL UPDATES

Member Greenberg praised National Night Out, noting how great the neighborhood events were and how nice it was to see everyone. He noted that the welcoming atmosphere reflected the character of Robbinsdale. Member Caceres Aranda echoed that National Night Out was amazing.

Member Parisian shared that she had a great experience voting early at City Hall, while her husband voted on Election Day. She thanked staff for their work to make the process run smoothly.

Resident Greg Salyers noted that Robbinsdale is special because of its City Council and that when Council members attend community events, their energy is contagious.

Mayor Pro Tem Blackledge thanked Mayor Sutton and Sandvik for attending Monday's event and noted that a follow-up will be held Wednesday at 6:00 p.m.

A. Discuss Recognition of Gordy Lindenfelser

Mayor Sutton raised the idea of formally recognizing Gordy, noting his integral role in the City, and brought the idea to Council for discussion.

Member Greenberg suggested adding a plaque downtown in Gordy's honor, similar to existing plaques on historic buildings, like the one already on Hackenmueller's. He noted that it would be a tasteful way to honor Gordy's memory and complement existing downtown plaques. Sandvik said this would likely be within the City's ability. Member Greenberg also suggested holding a dedication ceremony and including a photo of Gordy on the plaque. Council expressed support for the idea.

ADJOURNMENT

Mayor Pro Tem Blackledge adjourned the meeting at 10:06 PM.

Rachel Leen, Communications Coordinator

Raymond Blackledge, Mayor Pro Tem

TO: Mayor and City Council

PREPARED BY: Tim Sandvik, City Manager, Patrick Foley, Police Chief

APPROVED BY: Tim Sandvik, City Manager

DATE: September 1, 2026

RE: Authorize Mayor and City Manager to execute Contract for Criminal Prosecution Legal Services

Background:

Representatives from Eckberg and Lammers presented to the City Council at the August 12, 2026 City Council meeting. City staff shared we were in the process of renewing the Professional Services Agreement with the firm, but wanted them to connect with the City Council to share recent experiences and forecast expectations going forward.

Analysis:

Our partnership has been built on open communication, mutual trust, and collaboration in addressing complex case and legal issues. Their attorneys are responsive, knowledgeable, and actively engaged with the Police Department, other City staff, and the community.

In addition to their prosecutorial services, Eckberg Lammers has expanded its municipal practice by developing a highly regarded training academy that provides valuable legal and law enforcement training. Their team possesses extensive knowledge of municipal law enforcement and the communities they serve.

Renewing this agreement will ensure continuity of high-quality prosecutorial services and preserve the strong partnership we have developed over the past several years. Based on the proven performance and commitment, Staff recommend executing a renewal of a Professional Services Agreement in the coming weeks.

Recommendation:

Authorize Mayor and City Manager to execute Contract for Criminal Prosecution Legal Services

Attachments:

1. Proposed Robbinsdale Prosecution Contract 2027-2029 (002)

CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Robbinsdale, a Minnesota municipal corporation (the "City") and the law firm of Eckberg Lammers, P.C., with its principal office located at 1809 Northwestern Avenue, Stillwater, Minnesota, 55082 (the "Law Firm"), for the purpose of utilizing the Law Firm to provide prosecution legal services to the City.

RECITALS

A. The City wishes to retain the Law Firm to provide criminal prosecution legal services on behalf of the City.

B. The Law Firm agrees to provide criminal prosecution legal services to the City paid by the City to the Law Firm.

C. The rates identified in the proposal submitted by the Law Firm are as follows:

	2027 +3.5%	2028 +3.5%	2029 +3.5%
Yearly Total	\$117,331.74	\$121,438.35	\$125,688.69

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, incorporating the Recitals in full the parties agree to the following:

TERMS

ARTICLE I: SERVICES

1.1. Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- A. Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.
- B. Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Administrator or other authorized staff; availability to answer staff questions by telephone,
- C. Legal consultation and general support for the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.

- D. Provide a high level of customer service by responding in a prompt manner.
- E. Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- F. Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- G. Prepare criminal complaints where facts warrant.
- H. Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- I. Prepare appropriate pre-trial notices as required,
- J. Seek such additional investigation as required.
- K. Negotiate and enter plea bargains where deemed advisable.
- L. Represent the City at all pre-trial hearings including motions.
- M. Perform all legal research and prepare briefs when required.
- N. Try all jury and court trials.
- O. Review ordinances as requested.
- P. Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Q. Contact, support, and inform identifiable crime victims in accordance with the Minnesota Statute Chapter 611A.
- R. Ensure proper notification and preparation of witnesses, police officers, and staff for trial.
- S. Handle all criminal appeals and contested DWI forfeitures matters.

1.2 Communication with the City: As part of the Law Firm's comprehensive prosecution legal services, no charges are imposed for phone calls, emails, texts, or any other

form of communication with the City relating to prosecution matters.

ARTICLE II: REIMBURSABLE COSTS AND EXPENSES.

2.1. General Rule: The City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of legal services contained in the Agreement.

2.2. Specific Rates: Expenses to be billed:

Mileage	No Charge
Postage, Courier/Delivery	Actual Cost
Process Server	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Court Reporter Transcription Fees	Actual Cost
Other Contested Case Costs	Actual Cost
Westlaw Research Fees	No Charge
Printing Expenses	No Charge

ARTICLE III: CONFLICT OF INTEREST AND ATTORNEY/CLIENT PRIVILEGE.

3.1 Conflict of Interest: If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.

3.2 Attorney/Client Privilege: The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

ARTICLE IV. PROSECUTION SERVICES BILLING FORMAT, CYCLE, PAYMENT EXPECTATIONS, AND TERM OF CONTRACT.

4.1 Billing Format: The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.

4.2 Payment Expectations: The City will pay the bill of the Law Firm routinely According to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's monthly statement.

4.3 City Approval and Term of Contract:

- A.** The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from January 1, 2027 through December 31, 2029.
- B.** During the term of the Agreement including renewal terms, either party may terminate the Agreement at any time. The Parties agree, when reasonably possible, to provide 60 calendar days written notice to the other party in recognition of the importance of providing for an organized transition.
- C.** For legal services beyond the term of this contract, the City reserves the right to extend this Agreement and to compensate the Criminal Prosecution Attorney as determined and negotiated by the City.

ARTICLE V. MISCELLANEOUS.

5.1 Audit. Pursuant to Minn. Stat. 16C.05, Subd. 5, the Law Firm agrees that the books, records, documents, and accounting procedures and practices of the Law Firm or other party, that are relevant to the Agreement or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The Law Firm agrees to maintain these records for a period of six years from the date of termination of this Agreement.

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

THE CITY OF _____

By: _____ Dated: _____
Mayor

By: _____ Dated: _____

City Administrator

ECKBERG LAMMERS, P.C.

By: _____ Dated: _____

TO: Mayor and City Council

PREPARED BY: Tim Sandvik, City Manager

APPROVED BY: Tim Sandvik, City Manager

DATE: September 1, 2026

RE: Authorize Staff to execute Amendment 2 to MOA between FTA, MN
Historic Preservation Office, and Metro Blue Line Extension LRT Project

Background:

Staff continues to dedicate time and resources in a variety of capacities, related to the Blue Line Light Rail Extension Project - specific to this item, staff is requesting authorization to execute a second amendment related to Historic Preservation.

Analysis:

As the BLRT Extension project continues to achieve detailed design work, a part of the application process requires review of historic properties that may be protected, and potentially incur adverse effects.

This work is a continuation of the last years, and staff recommends approval.

Recommendation:

Authorize staff to execute AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT BETWEEN THE FEDERAL TRANSIT ADMINISTRATION AND THE MINNESOTA HISTORIC PRESERVATION OFFICE REGARDING THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT HENNEPIN COUNTY, MINNESOTA

Attachments:

1. BLE_MOA Amendment 2_FINAL_for execution

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

WHEREAS, the Memorandum of Agreement (AGREEMENT/MOA) for the Metro Blue Line Extension Light Rail Transit Project (PROJECT) was executed on August 25, 2016, and amended on September 22, 2022;

WHEREAS, the Federal Transit Administration (FTA) and the Metropolitan Council (COUNCIL) determined that design changes made to the PROJECT following publication of the Final Environmental Impact Statement (FEIS)/Section 4(f) Evaluation and Record of Decision (ROD) in 2016 have the potential to result in new adverse impacts;

WHEREAS, the PROJECT would now extend generally northwest for approximately 13.4 miles from Target Field Station in Downtown Minneapolis with thirteen (13) light rail transit (LRT) stations connecting the Cities of Brooklyn Park, Crystal, Robbinsdale, and Minneapolis and no longer traverses the City of Golden Valley;

WHEREAS, FTA may fund the PROJECT and has determined it is an undertaking subject to the requirements of Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations, 36 CFR § 800;

WHEREAS, the United States Army Corps of Engineers (USACE) may issue permits to construct the PROJECT pursuant to 33 U.S.C. §§ 11 and 404 of the Clean Water Act (Section 404), 33 U.S.C. § 1251-1376, as amended, and has determined this is an undertaking subject to the requirements of Section 106 and 36 CFR § 800;

WHEREAS, pursuant to 36 CFR § 800.2(a)(2) USACE has recognized FTA as the lead Federal agency for the PROJECT to fulfill their collective responsibilities under Section 106 and, therefore, does not need to be a Signatory to this AGREEMENT;

WHEREAS, the Federal Highway Administration (FHWA) is a Cooperating Agency on the PROJECT due to impacts to three interstate ramp facilities which will require an Interstate Access Modification Request;

WHEREAS, pursuant to 36 CFR § 800.2(a)(2) FHWA has recognized FTA as the lead Federal agency for the PROJECT to fulfill their collective responsibilities under Section 106 and agreed on May 22, 2026 to be a Concurring Party to this AGREEMENT;

WHEREAS, the COUNCIL is the local sponsor for the PROJECT and is responsible for obtaining the necessary approvals and permits to undertake the PROJECT;

WHEREAS, pursuant to 36 CFR § 800.1(a)(3) FTA has designated COUNCIL's Preservation Lead to assist the FTA with implementing the AGREEMENT for the revised PROJECT, including revising the area of potential effect (APE), identifying historic properties, assessing effects, coordinating with Consulting Parties, amending the AGREEMENT to resolve changes in PROJECT effects, and carrying out the terms of the amended AGREEMENT;

WHEREAS, FTA, COUNCIL, and COUNCIL's Preservation Lead, have consulted with the Minnesota State Historic Preservation Office (MnSHPO, previously known as the Minnesota Historic Preservation Office or MnHPO), interested and affected Indian Tribes, and other parties with a demonstrated interest in the effects of the revised PROJECT on historic properties in accordance with Section 10 and 36 CFR § 800;

WHEREAS, FTA, COUNCIL, and COUNCIL's Preservation Lead, in consultation with MnSHPO, have revised the APE for the PROJECT as shown in **Attachment A** to this AGREEMENT;

WHEREAS, FTA has determined that the following ten (10) historic properties included in the original MOA are not within the revised APE for the PROJECT and will no longer be affected by the PROJECT: Homewood Residential Historic District, Bridge No. L9327, Labor Lyceum, Sumner Branch Library, Northwestern Knitting Company Factory, Wayman A.M.E. Church, Floyd B. Olson Memorial Statue, Jones-Osterhus Barn, Robbinsdale Waterworks, and Sacred Heart Catholic Church;

WHEREAS, pursuant to Stipulation I of the AGREEMENT as originally executed, FTA and the COUNCIL, in consultation with MnSHPO, have undertaken surveys of the revised PROJECT APE to identify historic properties that are listed in or eligible for listing in the National Register of Historic Places (NRHP), the results of which are shown in **Attachment B** to this AGREEMENT and MnSHPO has concurred with these determinations; and

WHEREAS, FTA has found, based on the revised PROJECT's approximately 30 percent design plans (30% Plans), and MnSHPO has concurred, that the construction of the PROJECT will have no adverse effect on the following seventeen (17) historic properties: Osseo Branch, St. Paul Minneapolis & Manitoba Railway Historic District; Minneapolis & Pacific Railway Historic District (Soo Line); Graser Park; Guarantee State Bank of Robbinsdale; West Broadway Avenue Residential Historic District; Hennepin County Library, Robbinsdale Branch; Pilgrim Heights Community Church; All Pets Animal Clinic; North Community YMCA; Durnam Hall; Reno Land and Improvement Company Addition Historic District; Sundseth Undertaking/Sundseth-Anderson Funeral Home; Franklin Co-Operative Creamery Association North Side Complex; Control-Data Institute and Control Data - Northside Manufacturing Plant; Minneapolis Warehouse Historic District; St. Paul, Minneapolis & Manitoba/Great Northern Railway Historic District; Saint Anthony Falls Historic District; and Cameron Transfer & Storage;

WHEREAS, FTA has found, based on the revised PROJECT's 30% Plans, and MnSHPO has concurred, that the construction of the PROJECT will have no adverse effect on the following four (4) historic properties, provided FTA imposes the measures identified in the Stipulations of this AGREEMENT on the project: Grand Rounds Historic District (Theodore Wirth Parkway segment and Victory Memorial Drive Segment); Minneapolis Public Library, North Branch; West Broadway Avenue Streetcar Historic District; and Commercial Building/Upper Midwest American Indian Center;

WHEREAS, FTA has found, based on the revised PROJECT's 30% Plans, and MnSHPO has concurred, that the construction of the PROJECT will have an adverse effect on the following two (2) historic properties: Forest Heights Addition Historic District and Northwestern National Bank - North American Office; and

WHEREAS, FTA, upon reopening of the 54 U.S.C. § 306108 consultation for the PROJECT, and in accordance with 36 CFR § 800.2(c)(2)(ii), notified the Lower Sioux Indian Community, Upper Sioux Indian Community, Bois Forte Band (Nett Lake) of Minnesota Chippewa, Fond du Lac Band of Minnesota Chippewa, Grand Portage Band of Minnesota Chippewa, Leech

Lake Band of Ojibwe, Mille Lacs Band of Ojibwe, Red Lake Tribal Council, White Earth Band of Minnesota Chippewa, Prairie Island Indian Community, Shakopee Mdewakanton Sioux Community, Bad River Band of Lake Superior Chippewa, Lac Vieux Desert Band of Lake Superior Chippewa, Red Cliff Band of Lake Superior Chippewa, Lac Courte Oreilles Band of Lake Superior Chippewa, Lac du Flambeau Band of Lake Superior Chippewa, St. Croix Chippewa Indians of Wisconsin, Sokaogon (Mole Lake) Chippewa, Turtle Mountain Band of Chippewa, Sisseton-Wahpeton Oyate, Santee Sioux Nation, Flandreau Santee, Fort Peck Tribes, Spirit Lake Tribe, Three Affiliated Tribes, Keweenaw Bay Indian Community, Northern Cheyenne Tribe and the Standing Rock Sioux, all federally recognized tribes, and invited their participation in the consultation and none requested to participate;

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FTA notified the Advisory Council on Historic Preservation (ACHP) on May 19, 2026 of its updated adverse effect determination with specified documentation and the ACHP did not respond within fifteen (15) days per 36 CFR § 800.6(a)(1)(iii), subsequently not participating in the consultation pursuant to 36 CFR § 800.6(a)(1)(iv);

WHEREAS, the PROJECT has fewer moderate and severe noise and vibration impacts than were documented in the 2016 FEIS/ROD, and there are no anticipated adverse noise or vibration impacts on historic properties from the PROJECT, therefore noise mitigation such as Quiet Zones and vibration monitoring are not necessary and those stipulations are removed through this amendment to the MOA;

WHEREAS, FTA, COUNCIL, and the COUNCIL's Preservation Lead have consulted with Hennepin County; the Minnesota Department of Transportation (MnDOT); the Cities of Brooklyn Park, Crystal, Robbinsdale, and Minneapolis; the Minneapolis Heritage Preservation Commission and the Minneapolis Park and Recreation Board (MPRB); Brooklyn Historical Society; Heritage Park Neighborhood Association; Jordan Area Community Council; Robbinsdale Historical Society; West Broadway Business & Area Coalition; and members of the public Barbara Johnson, Matt Bruns, and Jen Nergard regarding the effects of the revised PROJECT on historic properties in their respective jurisdictions, and has invited them to sign this AGREEMENT as Concurring Parties;

WHEREAS, the Signatories, Invited Signatories, and Concurring Parties, are all considered Consulting Parties pursuant to 36 CFR § 800.2(c) and their roles described herein are consistent with those described in 36 CFR § 800.6(c)(1), (2), and (3), respectively;

WHEREAS, the COUNCIL shall administer the implementation of the PROJECT and, with the assistance of COUNCIL's Preservation Lead, shall complete the stipulations of this AGREEMENT, and FTA shall be responsible for ensuring that the COUNCIL's implementation of the PROJECT meets the terms of this AGREEMENT;

NOW, THEREFORE, in accordance with Stipulation XIX.B of the AGREEMENT as originally executed, FTA and the MnSHPO agree to amend the AGREEMENT by replacing the Stipulations with the following:

STIPULATIONS

FTA, with the assistance of COUNCIL, carries out the terms of this AGREEMENT and shall require, as a condition of any approval of FTA funding or USACE permit for the PROJECT, adherence to the stipulations of this AGREEMENT.

I. IDENTIFICATION OF ADDITIONAL HISTORIC PROPERTIES

A. The identification of additional historic properties shall be completed in three (3) ways:

- i. Through a survey of properties constructed fifty (50) years prior to the start of PROJECT construction (defined as demolition activities and earthwork, and construction of PROJECT infrastructure and related improvements). Inventories of the PROJECT's archaeological and architecture/history APEs (as depicted in **Attachment A**) have been completed to identify properties constructed in 1976 or earlier, and to evaluate their eligibility for inclusion in the NRHP. The date range selected included properties fifty (50) years in age or older from the estimated start of construction date, which is the typical age range for a property to be considered for historic status without the application of additional criteria. If construction of the PROJECT does not start in 2026, as anticipated, additional survey shall be required of properties constructed in 1977 or later that will be fifty (50) years of age at the revised time of PROJECT construction to determine their eligibility for inclusion in the NRHP. Therefore, prior to the completion of the 90% design plans (90% Plans); the COUNCIL shall complete the survey of such properties within the PROJECT's architecture/history APE.
- ii. Through a survey of parcels identified during previous studies for the PROJECT as having potential to contain unknown archaeological resources but have not been surveyed due to lack of right of entry. Nine parcels within the PROJECT APE were previously identified as having archaeological potential; a Phase I archaeological survey was completed for one parcel, but the remaining parcels could not be surveyed due to lack of right of entry. Once right of entry is obtained and prior to construction in these areas, a Phase I archaeological survey will be completed in accordance with Stipulation I.C. If additional historic properties are identified, effects from the PROJECT on those properties will be assessed as described in Stipulation I.D. If FTA makes an Adverse Effect finding, FTA shall consult with MnSHPO and the Consulting Parties in accordance with Stipulation VII of this AGREEMENT prior to construction commencing within these parcels.
- iii. Through a survey of contemplated potential changes in PROJECT scope. If there are changes to the PROJECT's archaeological and/or architecture/history APEs as a result of advancing design, or a change in PROJECT scope, additional inventory and evaluation shall be performed to identify historic properties and evaluate their eligibility for the NRHP as per the requirements of 36 CFR § 800.4(a), including appropriate level of public participation.

B. Throughout the PROJECT design process, and as needed during PROJECT construction, FTA, with the assistance of COUNCIL's Preservation Lead, shall determine if revisions to the APE are necessary.

- i. If FTA determines the APE requires revision, it shall submit the draft and final APE, along with any supporting documentation, to MnSHPO and other Consulting Parties for review and comment. FTA's determination on the revised APE shall be final.
- ii. Revisions to the APE do not require a formal amendment to this MOA. If revised and documented by FTA pursuant to Subparagraph A.i of this Stipulation, then the revised APE shall replace those found in Attachment A, distributed to all Consulting Parties, filed with the ACHP, and used throughout the remainder of the PROJECT unless further revisions to the APE are necessary due to PROJECT modifications.
- iii. If any new, previously unsurveyed, areas are added to the APE, the procedures in Subparagraph C of this Stipulation shall be followed to identify historic properties that may be affected by the PROJECT.

C. Survey and Evaluation

The following process shall be used to identify and evaluate additional historic properties:

- i. The COUNCIL, with the assistance of the COUNCIL's Preservation Lead, as described in Stipulation VIII.B., shall contract with qualified professionals who meet the *Secretary of the Interior's (SOI's) Professional Qualifications Standards* (48 FR §§ 44738-44739) for their respective fields to identify additional historic properties and evaluate their eligibility for the NRHP.
- ii. All survey work shall be conducted in accordance with applicable federal and state laws regarding historic property identification and evaluation, and the standards described in Stipulation VIII of this AGREEMENT.
- iii. FTA, with the assistance of COUNCIL's Preservation Lead, shall oversee the completion of all inventory and evaluation activities to identify additional historic properties and evaluate their eligibility for the NRHP as per the requirements of 36 CFR § 800.4(a), including determining an appropriate level of public participation. If additional potentially eligible properties are identified, the COUNCIL's Preservation Lead shall evaluate the property's eligibility under 36 CFR § 800.4(c)(1) and (2) and make a recommendation to FTA.
 - a. If FTA determines no additional properties are eligible for the NRHP, FTA shall issue a finding of No Historic Properties Affected and consult with MnSHPO and others as per 36 CFR § 800.4(d)(1). If MnSHPO concurs, FTA shall have no further obligations in regards to the property.
 - b. If FTA identifies additional properties eligible for the NRHP, FTA shall issue a determination of eligibility and submit the determination to MnSHPO for concurrence. MnSHPO shall have thirty (30) calendar days to review and concur with all determinations of eligibility. If MnSHPO does not concur, it shall provide

comments to FTA on the grounds for its disagreement. FTA shall consult with MnSHPO to resolve the disagreement in accordance with Stipulation XI of this AGREEMENT.

D. Assessment of Effects

FTA shall make a finding of effect for all additional historic properties determined eligible for the NRHP. FTA, with the assistance of COUNCIL's Preservation Lead, shall complete an assessment of effects for these properties as per 36 CFR § 800.4(d)(2) and 36 CFR § 800.5 to determine if the PROJECT will have an adverse effect on the historic property.

- i.** COUNCIL's Preservation Lead shall assess effects of the PROJECT on each historic property and forward a recommendation to FTA. FTA shall make a finding of effect for each historic property and submit the finding to MnSHPO and the other Consulting Parties for review.
 - a.** If FTA makes a No Adverse Effect finding, MnSHPO and the other Consulting Parties shall have thirty (30) calendar days to provide comments on FTA's findings of effect. If MnSHPO concurs, no further consultation is required, pending implementation of any conditions on which the finding is based, if any.
 - b.** If FTA makes an Adverse Effect finding, FTA shall consult with MnSHPO and the other Consulting Parties in accordance with Stipulation VII of this AGREEMENT.

II. PRE-CONSTRUCTION AND CONSTRUCTION DESIGN REVIEW PROCESS

- A.** The Project plans (drawings, specifications, special provisions, appendices, etc.) including plans for temporary construction-related work, shall effectively meet the Project purpose and need, while avoiding, minimizing, and/or mitigating adverse effects to historic properties. Throughout the Project design development process, the COUNCIL's Preservation Lead shall advise the COUNCIL in their efforts to meet this goal.
 - i.** Special consideration will be taken to confirm there are no substantive changes (defined as demolition activities and earthwork, and construction of PROJECT infrastructure and related improvements that would necessitate a revision of the PROJECT's APE and/or result in an additional adverse effect) to the PROJECT design in proximity to the following historic properties: the Grand Rounds Historic District, West Broadway Avenue Streetcar Historic District, Commercial Building/Upper Midwest American Indian Center, and the Minneapolis Public Library, North Branch, and the Forest Heights Addition Historic District.
 - a.** The Grand Rounds Historic District is an NRHP-eligible district that is located within the PROJECT APE. The PROJECT is wholly located within a non-contributing segment of the district that was identified in 2019 by the Minnesota Department of Transportation (MnDOT) Cultural Resources Unit (CRU) for the Section 106 documentation for the W Broadway Ave Bridge Replacement Project (SP 027-681-038). This non-contributing segment is roughly bounded by Xerxes Avenue to the

east, the park boundaries to the west, 30th Avenue to the south, and 33rd Avenue to the north—limits determined by the alterations made to the historic parkway design and alignment during construction of the W Broadway Ave grade separation. If substantial design changes are identified that could affect the Grand Rounds Historic District, they will be analyzed per Subparagraph C below. If FTA makes an Adverse Effect finding, FTA shall follow the measures outlined in Stipulation VII of this AGREEMENT.

- b.** The West Broadway Avenue Streetcar Historic District, Commercial Building/Upper Midwest American Indian Center, and the Forest Heights Addition Historic District are NRHP-eligible historic districts/properties and the Minneapolis Public Library, North Branch is an NRHP-listed historic property that is located within the PROJECT APE. The PROJECT is partially located within the boundaries of these historic districts/properties. If substantial design changes are identified that could affect these historic districts/properties, they will be analyzed per Subparagraph D below. If FTA makes an Adverse Effect finding, FTA shall follow the measures outlined in Stipulation VII of this AGREEMENT.

- B.** During PROJECT design development, FTA, the COUNCIL, and the COUNCIL's Preservation Lead shall continue to consult with MnSHPO and Consulting Parties regarding the design of PROJECT elements in proximity to historic properties within the APE. COUNCIL's Preservation Lead shall review and compare the PROJECT's 60% Plans, 90% Plans, and 100% Plans, as well as any modifications to the approved 100% Plans prior to initiating PROJECT construction with the PROJECT's approved 30% Plans. The purpose of this review shall be to determine if there are any substantive changes (as defined in II.A.i.) to the PROJECT design and that any other design related requirements of this AGREEMENT have been satisfied.

- i.** At each stage of the review, COUNCIL's Preservation Lead shall recommend to FTA whether revisions are necessary to the PROJECT APE and whether any PROJECT design changes may result in a change to FTA's finding of effect.

- a.** If FTA agrees that revisions to the APE are necessary, they shall be completed pursuant to Stipulation I.B.
 - b.** If FTA agrees the previously made finding of effect remains valid, design related requirements have been met, and all commitments reached during consultation have been incorporated into PROJECT design, the FTA shall notify the Consulting Parties of its findings.
 - c.** If FTA agrees that the previously made finding of effect is no longer valid, if design-related requirements have not been met, or if commitments reached during consultation are not incorporated into PROJECT design, then FTA shall make a new finding of effect with the assistance of COUNCIL's Preservation Lead pursuant to Stipulation VI.

- C. If COUNCIL'S Preservation Lead determines that there are no substantive changes and that all design-related requirements of the AGREEMENT have been met, they shall inform FTA. If FTA agrees, it shall issue a notice to MnSHPO and Consulting Parties that the reviews were completed, no substantive changes were identified and that all design requirements of this AGREEMENT have been met, and, therefore, no further Section 106 review is needed and that the findings made based on the PROJECT's 30% Plans remain valid.
- D. If COUNCIL'S Preservation Lead identifies substantive changes, as defined in Subparagraph II.A.i. of this Stipulation, or that the design requirements of this AGREEMENT have not been met, COUNCIL'S Preservation Lead shall make a recommendation on the effects of the design changes on any historic properties, or effects resulting from the inability of the PROJECT to meet the design requirements stipulated in this AGREEMENT to FTA. If FTA agrees that there is a change of effect to a historic property, or that the design requirements stipulated in this AGREEMENT have not been met, FTA shall consult with MnSHPO and the Consulting Parties on the changes to the PROJECT, or the inability of the PROJECT to meet the design requirements of this AGREEMENT, and, if necessary, will issue new findings of effect.
- i. If FTA makes a No Adverse Effect finding, MnSHPO and the Consulting Parties shall have thirty (30) calendar days to provide comments on FTA's findings of effect. The COUNCIL and FTA shall carefully consider any comments provided by MnSHPO and Consulting Parties to this AGREEMENT and incorporate suggested modifications, as appropriate. If there are any comments from MnSHPO or the Consulting Parties that are not feasible to incorporate into PROJECT plans, the COUNCIL shall provide an explanation to FTA. If FTA agrees, it shall issue a notice to MnSHPO and the Consulting Parties.
- ii. If FTA makes an Adverse Effect finding, FTA shall follow the measures outlined in Stipulation VII of this AGREEMENT.
- E. FTA, with assistance from COUNCIL'S Preservation Lead, shall submit the final 60% Plans and 90% Plans to MnSHPO and to the Consulting Parties to this AGREEMENT for review. MnSHPO and Consulting Parties shall have thirty (30) calendar days to review and provide comment on the 60% Plan and the 90% Plan sets.
- F. FTA, with the assistance from COUNCIL's Preservation Lead, shall ensure that any commitments reached during the consultation process outlined in Stipulations I.A through I.D of this AGREEMENT are incorporated into the 100% design plans (100% Plans). FTA will consult with MnSHPO and Consulting Parties, as needed, if any commitments previously identified cannot be incorporated into the 100% Plans.
- G. PROJECT Modifications. If, after the completion of 100% Plans, the COUNCIL makes modifications to the PROJECT design during construction, COUNCIL's Preservation Lead shall review the modifications to determine if there are any substantive changes, as defined in Subparagraph II.A.i. of this Stipulation, in the PROJECT's design that would result in new and/or additional adverse effects on historic properties, or a revision in the PROJECT's APE, and make a recommendation to FTA. If FTA determines there are substantive changes that would result in a

new, and/or additional adverse effect, and/or require a revision to the PROJECT's APE, FTA shall consult with MnSHPO and the Consulting Parties in accordance with Stipulations I and VII of this AGREEMENT, as appropriate.

III. CONSTRUCTION PROTECTION MEASURES

Prior to initiating PROJECT construction, the COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall identify protection measures to be implemented during PROJECT construction to avoid and minimize adverse effects to historic properties. The COUNCIL shall include these protection measures in the construction plan sets for the contractor to inform contractors of their responsibilities relative to historic properties. These protection measures will be documented in a memo and include the following:

- A.** Construction Protection Measures (CPMs). The memo shall detail the measures to be implemented during PROJECT construction to protect the following historic properties from physical damage or indirect adverse effects during the construction of the PROJECT: West Broadway Avenue Streetcar Historic District, Commercial Building/Upper Midwest American Indian Center, and Minneapolis Public Library, North Branch.
 - i.** The CPMs shall include:
 - a.** Inspection and documentation of existing conditions of each historic property (e.g., limits of the site, dimensions of the structure, photographs of the property, aerial photographs as required, assessment of geological conditions, identification of ancillary structures in the vicinity of the property), and
 - b.** Establishment of protection measures and procedures for each historic property to be implemented during PROJECT construction.
- B.** Unexpected discoveries. The CPM memo shall include a plan for the unexpected discovery of archaeological resources and unanticipated effects to historic properties. The plan for unexpected discoveries shall be developed in accordance with Stipulation VI of this AGREEMENT.
- C.** The draft CPM memo, including all measures identified in Subparagraphs A and B of this Stipulation, shall be submitted to FTA for review and approval. Once FTA's comments are incorporated, the draft CPM memo shall be submitted to MnSHPO, the Consulting Parties, and owners of the historic properties identified under this Stipulation. MnSHPO the Consulting Parties, and owners of the historic properties shall have thirty (30) calendar days to provide comments on the CPM memo. The COUNCIL shall consider all comments received and use them to prepare the final CPM memo. If there are any comments from MnSHPO or the Consulting Parties that are not feasible to incorporate into the CPM memo, the COUNCIL shall provide an explanation to FTA. If FTA agrees with the COUNCIL's assessment that suggestions cannot be incorporated, FTA shall notify MnSHPO and the Consulting Parties. If agreement cannot be reached on whether their suggestions are viable to incorporate, FTA shall consult with the COUNCIL, MnSHPO, and the Consulting Parties as per the terms of Stipulation XI of this AGREEMENT. The COUNCIL shall submit the final CPM memo to FTA for approval. Upon

FTA approval, the final CPM memo shall be submitted to MnSHPO for review. MnSHPO shall have thirty (30) calendar days to review and concur with the final CPM memo. This review shall be completed prior to initiating PROJECT construction.

- D. Before PROJECT construction activities begin in the vicinity of the historic properties subject to this Stipulation, the COUNCIL and COUNCIL's Preservation Lead shall meet with the construction contractor(s) to review the CPMs in the construction plan set and confirm that construction plans are consistent with the PROJECT design as reviewed by FTA and MnSHPO.
- E. The COUNCIL and COUNCIL's Preservation Lead shall closely follow PROJECT construction to ensure that all measures identified in the CPMs are implemented and shall provide a record of monitoring activities in the quarterly reports prepared pursuant to Stipulation IX of this AGREEMENT.

IV. INTERPRETATION OF HISTORIC PROPERTIES

- A. Interpretive Plan. Prior to PROJECT construction, the COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall develop a plan for the interpretation of the Forest Heights Addition Historic District and the Northwestern National Bank - North American Office in conformance with the *Standards and Practices for Interpretive Planning from the National Association for Interpretation (NAI)* and *Creating Outdoor Trail Signage* technical leaflets.¹ The team preparing the interpretive plan shall include a qualified historian who meets the *SOI's Professional Qualifications Standards* (48 FR §§ 44738-44739) for history, and an interpretive planner certified by the National Association for Interpretation (NAI) as a Certified Interpretive Planner or with comparable experience.
 - i. A draft interpretive plan shall be prepared that includes themes and locations for the interpretation, schematic plans, and draft text and graphics for the interpretation. This interpretation may require additional documentation of the historic properties within the district that will be lost and is intended to be wider-reaching in distribution and availability to the public, including but not limited to hosting interpretive materials on a publicly available website. COUNCIL's Preservation Lead shall review the draft interpretive plan for sufficiency and forward it with a recommendation to FTA for review. If FTA determines the draft plan is sufficient, it shall submit the plan to MnSHPO and the Consulting Parties. MnSHPO and the Consulting Parties shall have thirty (30) calendar days to review and provide comments on the draft plan.

¹ Thomson, Ronald Bruce, and Marilyn Harper

2000. *Telling the Stories: Planning Effective Interpretive Programs for Properties Listed in the National Register of Historic Places*. [Washington, D.C.]: U.S. Dept. of the Interior, National Park Service, National Register, History and Education. ² Miller, Ellen, and Aaron Novodorsky

2008 *Creating Outdoor Trail Signage, Part 1: Planning and Design Minnesota History Interpreter*, 2008 (May/June), 3-6.

2008 *Tech Talk: Creating Outdoor Trail Signage, Part 2: Fabrication and Installation Minnesota History Interpreter*, 2008 (Summer), 3-6.

- a. During the development of the draft interpretive plan, the COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall consult with MnSHPO and the Consulting Parties to gain input on the type, amount, and exact locations of the interpretation.
- ii. A final interpretive plan shall be prepared that includes the final content and design of interpretation. As feasible, the final plan shall incorporate any recommendations made by MnSHPO and the Consulting Parties on the draft plan. COUNCIL's Preservation Lead shall review the final interpretive plan for sufficiency and forward it with a recommendation to FTA for review. If FTA determines the final plan is sufficient, FTA shall submit the plan to MnSHPO for concurrence. MnSHPO shall have thirty (30) calendar days to review and concur with the final plan. If MnSHPO does not concur, it shall provide comments to FTA on the grounds for its disagreement with the plan. Upon receiving such comments, FTA shall consult with MnSHPO to resolve the disagreement in accordance with Stipulation XI of this AGREEMENT.
- iii. The final interpretive plan shall be incorporated into the PROJECT's 100% Plans. The interpretive elements, as agreed upon in the interpretive plan, shall be installed prior to PROJECT revenue service.

V. UNANTICIPATED DISCOVERIES

Prior to initiating PROJECT construction, the COUNCIL shall prepare a plan for the unexpected discovery of historic properties or potential human remains or grave goods.

- A. If previously unidentified historic properties, including sites that contain human remains or grave goods, are discovered unexpectedly during construction of the PROJECT, all ground-disturbing activities shall cease in the area of the property, as well as within one hundred (100) feet of it, to avoid and/or minimize harm to the property. The contractor shall immediately notify the COUNCIL of the discovery and implement interim measures to protect the discovery from damage, looting, and vandalism. Measures shall include, but not be limited to, protective fencing and covering of the discovery with appropriate materials. The COUNCIL shall inform COUNCIL's Preservation Lead and Consulting Parties with jurisdiction over, or a demonstrated interest in, the property. Any artifacts found as part of an unexpected discovery during construction that are part of sites determined not eligible for the NRHP in accordance with Stipulation I of this AGREEMENT, and for which the property owner has released ownership of the artifacts, will be offered to the appropriate repository. If the artifacts are of American Indian heritage, the Minnesota Indian Affairs Council (MIAC) should be contacted regarding the final storage of the materials. If the artifacts are Euro-American in heritage, artifacts should be curated at the Minnesota Historical Society or an accredited local repository.
- i. Non-Human Remains
 - a. The COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall contract with a qualified archaeologist, historian and/or architectural historian, as appropriate, who meets the *SOI's Professional Qualifications Standards* (48 FR §§ 44738-44739) for their

respective field to record, document, and provide a recommendation on the NRHP eligibility of the discovery to FTA within seventy-two (72) hours of receipt of notification. If the identified materials are confirmed or could potentially be associated with American Indian heritage, FTA shall inform MnSHPO, the Office of the State Archaeologist (OSA), MIAC, and any Indian tribes that may attach religious and cultural significance to the property, and Consulting Parties with jurisdiction over, or a demonstrated interest in the property, of the discovery. If the identified materials are confirmed to be of Euro-American association MIAC and Indian tribes do not need to be contacted.

ii. Human Remains

- a.** Since there are no federal lands within the construction limits for the PROJECT, if any human remains are encountered, the PROJECT shall follow the treatment of human remains as per Minnesota Statute (Minn.Stat.) 307.08. The COUNCIL shall immediately notify local law enforcement, MIAC and the OSA. The COUNCIL shall also immediately notify FTA, MnSHPO, COUNCIL's Preservation Lead, Consulting Parties and appropriate Tribes within twenty-four (24) hours via email, fax, or telephone. The OSA and MIAC will coordinate regarding jurisdiction of the remains pertaining to their heritage in accordance with Minn.Stat. 307.08. OSA shall have the final authority in determining if the remains are human. The COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall also contract with a qualified archaeologist to provide a recommendation on the NRHP eligibility of the discovery, including the human remains, to FTA within seventy-two (72) hours of receipt of notification.
 - b.** If the remains are determined to be of American Indian heritage, MIAC shall have jurisdiction in accordance with Minn.Stat. 307.08 are fulfilled. If the remains are determined to be of non-American Indian heritage, OSA will have jurisdiction in accordance with Minn.Stat. 307.08. The COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall work with OSA, MnSHPO, the Tribes, MIAC, and other parties as applicable to develop and implement a reburial plan, if that is the preferred approach by the parties. Avoidance and preservation in place is the preferred option for the treatment of human remains. If FTA also determines that the burial site is eligible for the NRHP, FTA and MnSHPO shall work with OSA and MIAC as applicable on determining appropriate treatment and mitigation.
- B.** If a potential historic property is identified during PROJECT construction, FTA shall issue a determination of eligibility for the property within ten (10) calendar days following notification from the COUNCIL and submittal of recommendations from the COUNCIL's consultant provided in accordance with Subparagraph A of this Stipulation. MnSHPO shall have ten (10) calendar days to provide concurrence or comments on the eligibility determination. Alternately, FTA may assume the newly discovered property is eligible for the NRHP for the purposes of 54 U.S.C. § 306108 pursuant to 36 CFR § 800.13(c).

- i. If FTA determines that the property does not meet NRHP criteria and is not a historic property, and the MnSHPO concurs, FTA shall have no further obligations in regard to the property, and construction activities can resume upon receipt of MnSHPO written concurrence.
- ii. For all properties determined eligible for the NRHP, FTA shall make a finding of effect.
 - a. If the finding is no adverse effect and MnSHPO concurs, construction activities can resume, pending implementation of any conditions on which the finding is based, if any.
 - b. If FTA finds that the historic property will be adversely affected and MnSHPO concurs, FTA, with the assistance of COUNCIL's Preservation Lead, shall issue new findings of effect for the new adverse effect. MnSHPO and the Consulting Parties shall have ten (10) calendar days to provide comments on FTA's findings. FTA shall consult with MnSHPO and other Consulting Parties to this AGREEMENT to develop a mitigation plan appropriate to the historic property and the nature and scale of the effect. If the mitigation is data recovery, construction activities may not resume until after the completion of the fieldwork for the data recovery.

VI. UNANTICIPATED EFFECTS TO HISTORIC PROPERTIES

If previously known historic properties are affected in an unanticipated, adverse manner during Project construction (e.g., damage), all activities shall cease within one hundred (100) feet of the discovery to avoid and/or minimize further harm to the property. The contractor shall immediately notify the COUNCIL of the effect and implement interim measures in accordance with the unexpected discoveries plan per Stipulation V and the construction protection measures per Stipulation III.B of this AGREEMENT. Measures may include, but are not limited to, protective fencing, covering of the property with appropriate materials, and/or posting of security personnel. The COUNCIL shall notify FTA within twenty-four (24) hours of receiving notification from the Construction Contractor. FTA shall then notify MnSHPO, other Consulting Parties, and the property owner.

- A. The COUNCIL shall ensure a historic property inspection is prepared as soon as practicable to document damage to the historic property. Inspections shall include, but are not limited to, documentation of damage to building/structure foundations, exterior and interior elements, topography, landscaping, and any other historically significant or character defining features of the property. Inspection documentation shall include photographs and narrative to document the observed conditions.
- B. If reasonably convenient and appropriate, the contractor, the COUNCIL, COUNCIL's Preservation Lead, and any Consulting Parties with jurisdiction over, or a demonstrated interest in the property, will confer at the site in a timely manner to assess the property, determine the likely PROJECT impacts to the property, and to determine the most appropriate Course of Action to repair any damage, if feasible.

- i. The Course of Action shall specify the type of repair, the review process for the scope of work, and the responsibilities for ensuring repairs are made appropriately. The Course of Action shall also outline where and when it may be safe to resume construction activities within and/or in the vicinity of the historic property. Whenever possible, measures to repair historic properties shall be developed so that they meet the *SOI's Standards for the Treatment of Historic Properties* (36 CFR Part 68), and are carried out under the direct supervision of personnel that meet the requirements described in paragraph VIII.
 - ii. Within seventy-two (72) hours of the meeting, COUNCIL shall prepare draft meeting notes documenting the results of the onsite meeting and a draft of the proposed Course of Action and provide them, and the historic property inspection prepared under paragraph VI.A. of this Stipulation, to FTA for review and approval. Upon approval, FTA shall submit the documents to MnSHPO and Consulting Parties for review and comment. MnSHPO and Consulting Parties have seventy-two (72) hours to review the draft meeting notes and proposed Course of Action and provide comments to the FTA and the COUNCIL. The COUNCIL shall finalize the meeting notes and Course of Action within twenty-four (24) hours after receiving comments and provide the final documents to FTA, MnSHPO, and other Consulting Parties.
 - iii. Construction in the vicinity of the historic property may resume as outlined in the Course of Action while negotiations take place between the Project Construction Contractor and the property owner. The Construction Contractor shall not resume work until notified by the COUNCIL.
- C. The FTA, with the assistance of the COUNCIL's Preservation Lead, shall assess effects pursuant to Stipulation I.D and FTA shall resolve any adverse effects pursuant to Stipulation VII. The assessment of effects shall take into consideration whether the Project Construction Contractor and the property owner accept the Course of Action.
- D. The COUNCIL shall include provisions in its construction contracts to ensure that Subparagraphs A through C of this Stipulation, are carried out by the construction contractor(s).

VII. RESOLUTION OF ADDITIONAL ADVERSE EFFECTS

- A. In any instance where the final design of PROJECT components within or in the vicinity of historic properties identified in **Attachment B** of this AGREEMENT or newly identified historic properties as identified under Stipulation I do not meet the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68), or if, in consultation with MnSHPO, FTA determines that it is not practical to avoid an adverse effect(s) on a historic property, FTA and the COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall issue a findings of effect for the new adverse effect as per CFR § 800.5, and shall consult with MnSHPO and the Consulting Parties to this AGREEMENT to develop a mitigation plan appropriate to the historic property and the nature and scale of the effect. The mitigation plan shall include a section describing public notification/participation to be completed under the plan as per 36 CFR § 800.6(a)(4) that is appropriate to the nature and scale of the adverse effect. In addition, this AGREEMENT shall be amended to document the agreed-upon mitigation.

- B. The COUNCIL shall notify Consulting Parties to this AGREEMENT when a mitigation plan will be prepared pursuant to this Stipulation. The mitigation plan shall be developed within sixty (60) calendar days of such notification. If more time is required to develop the mitigation plan, the COUNCIL shall notify MnSHPO and the Consulting Parties to this AGREEMENT regarding the reason for the delay and the anticipated timeframe for mitigation plan distribution. FTA shall provide a copy of the draft mitigation plan to MnSHPO and the Consulting Parties. MnSHPO and the Consulting Parties shall have thirty (30) calendar days to provide comments on the draft mitigation plan.
- C. FTA and the COUNCIL shall take into account any timely comments of the MnSHPO and Consulting Parties in the development of final mitigation plans. A mitigation plan shall be final upon acceptance by FTA and MnSHPO. Consulting Parties shall receive copies of all final mitigation plans and may also be invited to concur in mitigation plans.

VIII. STANDARDS

- A. All work carried out pursuant to this AGREEMENT shall meet the *SOI's Standards for Archaeology and Historic Preservation* (48 FR 44716). In instances where it is not feasible to reach a PROJECT design that meets these standards, mitigation measures shall be developed and implemented pursuant to Stipulation VII of this AGREEMENT.
- B. FTA shall ensure that all activities carried out pursuant to this AGREEMENT shall be done by, or under the direct supervision of, historic preservation professionals who meet the *SOI's Professional Qualifications Standards* (48 FR §§ 44738-44739) in the appropriate field. The COUNCIL shall employ or contract with SOI-Qualified Professional(s) to advise the COUNCIL in implementing this AGREEMENT and to assist FTA as required (the "COUNCIL's Preservation Lead"). The COUNCIL shall notify all parties to this AGREEMENT once an individual is selected to serve as its Preservation Lead. The notification shall include the Preservation Lead's contact information. If the COUNCIL contracts with an individual, the notification shall also include the name and contact information for the COUNCIL staff member responsible for the contract. The reporting process outlined in Stipulation IX shall also document the name and contact information for the Preservation Lead.

IX. MONITORING AND REPORTING

- A. Every three (3) months following the execution of this AGREEMENT until it expires or is terminated, the COUNCIL, with the assistance of COUNCIL's Preservation Lead, shall provide all Consulting Parties to this AGREEMENT a summary report detailing work undertaken pursuant to its terms. Each report shall include an itemized listing of all actions required to be taken to implement the terms of the AGREEMENT, identify what actions the COUNCIL has taken during the reporting period to implement those actions, identify any problems or unexpected issues encountered during that time, any scheduling changes proposed, any disputes and objections submitted or resolved in FTA's efforts to carry out the terms of this AGREEMENT, and any changes recommended in implementation of the AGREEMENT. Each

report shall also include a timetable of activities proposed for implementation within the following reporting period. These summary reports may be paused if the Project schedule is delayed due to redesign. If reporting is paused, Consulting Parties to this agreement will be notified, and any changes to the Project schedule will be summarized in the subsequent summary report once Project activities recommence.

- B.** Consulting Parties to this AGREEMENT shall review the quarterly reports and provide any comments to FTA and the COUNCIL within thirty (30) calendar days of receipt of the report.
- C.** The COUNCIL shall notify the public via the PROJECT website about the publication of the quarterly reports and that the reports are available for inspection and review upon request.
- D.** The COUNCIL shall share any comments received from Concurring Parties and the public with the Signatories and Invited Signatories to this AGREEMENT.
- E.** At its own discretion, or at the request of any Signatory to this AGREEMENT, FTA shall convene a meeting to facilitate review and comment on the reports, and to resolve any questions about its content and/or to resolve objections or concerns.

X. COORDINATION WITH OTHER FEDERAL REVIEWS

- A.** In the event any other federal agency provides funding, permits, licenses, or other assistance to the COUNCIL for the PROJECT as it was planned at the time of the execution of this AGREEMENT, such funding or approving agency may comply with Section 106 by agreeing in writing to the terms of this AGREEMENT and so notifying and concurring with FTA. FTA shall provide copies of all requests of this type to MnSHPO.

XI. DISPUTE RESOLUTION

- A.** Should any party to this AGREEMENT object at any time to any actions proposed or the manner in which the terms of the AGREEMENT are implemented, FTA shall consult with the objecting party (or parties) to resolve the objection and will request ACHP involvement. If ACHP is not able to resolve the objection(s), FTA shall follow 36 CFR § 800.7. All other actions subject to the terms of this AGREEMENT that are not subjects of the dispute remain unchanged pending resolution.
- B.** If FTA determines that such objection cannot be resolved, FTA will forward all documentation relevant to the dispute, including FTA's proposed resolution, to the ACHP in accordance with 36 CFR § 800.7(a). The ACHP will provide FTA with its advice on the resolution of the objection within forty-five (45) calendar days of receiving adequate documentation per 36 CFR § 800.7(c)(2). Prior to reaching a final decision on the dispute, FTA will prepare a written response that takes into account any timely advice or comment regarding the dispute from the ACHP, Consulting Parties and provide the parties with a copy of the written response per 36 CFR § 800.7(c)(4). FTA will then proceed according to its final decision.

XII. DURATION, AMENDMENTS, AND TERMINATION

- A.** This AGREEMENT will remain in effect from the date of execution for a period not to exceed ten (10) years. If FTA anticipates that the terms of the AGREEMENT will not be completed within this timeframe, it shall notify the Consulting Parties in writing at least thirty (30) calendar days prior to the AGREEMENT'S expiration date. The AGREEMENT may be extended by the written concurrence of the Signatories and Invited Signatories. If the AGREEMENT expires and FTA elects to continue with the undertaking, FTA will reinitiate review of the undertaking in accordance with 36 CFR § 800.
- B.** If any Signatory or Invited Signatory to the AGREEMENT determines that the terms of the AGREEMENT cannot be fulfilled, or that an amendment to the terms of the AGREEMENT must be made, the Signatories or Invited Signatories will consult to seek an amendment to its terms using the same consultation process as that exercised in creating the original AGREEMENT. FTA shall file any amendments with the ACHP upon execution as per 36 CFR § 800.6(c)(7).
- C.** Any Signatory or Invited Signatory to this AGREEMENT may terminate the AGREEMENT by providing thirty (30) calendar days written notice to the other Signatories and Invited Signatories, provided the Signatories or Invited Signatories consult during the period prior to termination in an attempt to agree on amendments or other actions that would avoid termination. If the AGREEMENT is terminated and FTA elects to continue with the undertaking, FTA will reinitiate review of the undertaking in accordance with 36 CFR § 800.

XIII. IMPLEMENTATION

- A.** This AGREEMENT may be implemented in counterparts, with a separate page for each Consulting Party. This AGREEMENT shall become effective on the date of the final signature by the Signatories and Invited Signatories. The refusal of any party invited to concur in the AGREEMENT does not invalidate the AGREEMENT. FTA shall ensure each party is provided with a complete copy and that the final AGREEMENT, updates to appendices, and any amendments filed with the ACHP.
- B.** Execution of this AGREEMENT by FTA and MnSHPO and implementation of its terms is evidence that FTA has taken into account the effects of its undertaking on historic properties and has afforded the ACHP opportunity to comment pursuant to Section 106 of the National Historic Preservation Act.

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

SIGNATORY

FEDERAL TRANSIT ADMINISTRATION

By: _____
Kelley Brookins, Region V Administrator

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

SIGNATORY

MINNESOTA HISTORIC PRESERVATION OFFICE

By: _____ Date: _____
Amy Spong, Division Director & Deputy State Historic Preservation Officer

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

INVITED SIGNATORY

METROPOLITAN COUNCIL

By: _____
Ryan O'Connor, Regional Administrator

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

FEDERAL HIGHWAY ADMINISTRATION

By: _____

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____
Nancy Daubenberger, Commissioner

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
BETWEEN
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AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF ROBBINSDALE

By: _____
Brad Sutton, Mayor

Date: _____

And

By: _____
Tim Sandvik, City Manager

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

HENNEPIN COUNTY

By: _____
Dan Soler, Director – Transit and Mobility

Date: _____

SIGNATURE PAGE

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THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF BROOKLYN PARK

By: _____
Jay Stroebe, City Manager

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF CRYSTAL

By: _____
Adam Bell, City Manager

Date: _____

SIGNATURE PAGE

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THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF MINNEAPOLIS

By: _____ Date: _____
Erik Hansen, Director, Community Planning & Economic Development

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

MINNEAPOLIS HERITAGE PRESERVATION COMMISSION

By: _____
Andrea Burke, Supervisor – Historic Preservation

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

MINNEAPOLIS PARK AND RECREATION BOARD

By: _____
Tom Olsen, President

Date: _____

And

By: _____
Jennifer Ringold, Secretary to the Board of Commissioners

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

WEST BROADWAY BUSINESS AND AREA COALITION

By: _____
Kristel Porter, Executive Director

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

JORDAN AREA COMMUNITY COUNCIL

By: _____
Audua Pugh, Board Chair

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

BROOKLYN HISTORICAL SOCIETY

By: _____
Dianne Sannes, Principal Officer

Date: _____

SIGNATURE PAGE

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HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

HERITAGE PARK NEIGHBORHOOD ASSOCIATION

By: _____
Anndrea Young, Executive Director

Date: _____

SIGNATURE PAGE

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THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

ROBBINSDALE HISTORICAL SOCIETY

By: _____
Kristi Gibson, Board of Directors

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

RESIDENT

By: _____
Barbara Johnson

Date: _____

SIGNATURE PAGE

**AMENDMENT NUMBER TWO TO MEMORANDUM OF AGREEMENT
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HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

RESIDENT

By: _____
Matt Bruns

Date: _____

SIGNATURE PAGE

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THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

RESIDENT

By: _____
Jen Nergard

Date: _____

TO: Mayor and City Council

PREPARED BY: Tim Sandvik, City Manager

APPROVED BY: Tim Sandvik, City Manager

DATE: September 1, 2026

RE: Authorize the closure of City Hall, on Wednesday, October 7th, from 1pm to 3pm, for a Staff Event

Background:

Staff retention has long been an identified priority for the City. Beyond cost savings in hiring and training, the organization sees increases in productivity, institutional knowledge, and overall morale.

Analysis:

A staff committee was established earlier in the year to identify actionable items related to staff recognition and organizational culture. To build on the annual springtime staff recognition lunch, the committee has recommended a second, all-staff event, in the fall. As the committee is working to finalize details, a theme of team building through friendly competitions has emerged, a priority of cross-departmental participation was identified as these interactions remain limited without providing intentional space.

Recommendation:

The City Manager supports, and requests Council authorization to close City Hall on October 7th, 2026, from 1pm - 3pm.

Attachments:

None



TO: Mayor and City Council
PREPARED BY: Tim Sandvik, City Manager
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Recognition of Growth Through Opportunity (GTO) Cadet - Andrew

Background:

The City of Robbinsdale has been working with Empower Inclusion in recent history, and want to take a moment to thank our fourth cadet, Andrew, to have worked with us.

Analysis:

Andrew has worked with a variety of City Departments this summer, including the Police Department, Fire Department, Engineering, Parks and Recreation, Public Works, Human Resources, and Communication. Staff offer our thanks to Empower Inclusion, Andrew's job coach Paul Rapp, and of course - much thanks to Andrew!

Captain Elder will provide a brief presentation, and Mayor Sutton will offer a Certificate of Achievement to highlight the gratitude of the City of Robbinsdale.

Recommendation:

NA

Attachments:

None

TO: Mayor and City Council
PREPARED BY: Tim Sandvik, City Manager
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Updates to Public Purpose Expenditure Policy

Background:

Earlier in the summer, staff shared we have been working on updates to the City's Public Purchase Purpose Expenditure Policy. Most changes are updates or clarifications, to ensure that while an expenditure (as an example) towards a "lunch and learn" might fall within the spirit of existing language, creating explicit updates ensures conformity to the policy.

Analysis:

The recommended updates largely come from wanting to continue efforts in staff recognition, growth, and retention. A red-lined version is attached, but highlights include:

- Explicitly calling out "lunch and learns". A series of these trainings have been occurring for the last couple years - benefits include professional growth, cross-department networking (if not intentional, these opportunities are difficult to achieve), and staff retention
- Formally adding a second all-staff event
- Recognition of work anniversaries through nominal, City branded items
- Formal recognition of a Volunteer Appreciation Event (this year, hosted on Wednesday of Whiz Bang Days at City Hall)
- Updates to language clarifying when there is existing policy in the Employee Handbook

Recommendation:

Staff recommends Council Adoption by motion

Attachments:

1. Public Purpose Expend Policy 9.1.26 DRAFT

CITY OF ROBBINSDALE
EMPLOYEE, COMMISSION, COMMITTEE AND VOLUNTEER
PUBLIC PURPOSE EXPENDITURE POLICY

Every City of Robbinsdale expenditure must be for a public purpose and must be based upon the explicit or implied authority for the expenditure found in the City Charter or as found in other law.

Robbinsdale City Charter Section 1.02 states that “the City shall have all powers which it may now or hereafter be possible for a municipal corporation in this state to exercise in harmony with the constitution of this State and of the United States.”

EMPLOYEE RECOGNITION EVENTS/PROGRAMS

The City of Robbinsdale recognizes the hard work and service performed by the employees of the City of Robbinsdale. The City Council believes that adopting an Employee Recognition Program has the benefits of attracting, retaining, and motivating employees, and improving employee job satisfaction. This promotes cooperation and productivity. It also promotes excellent public and customer service to better serve the interests of the citizens of the community. Accordingly, the Council approves expenditures for the following employee recognition events:

1. The City may sponsor ~~a quarterly ongoing trainings for~~ employees, to include “lunch and learns” to promote growth, safety, and wellness. An informational program will be offered to share tips and ideas supporting the City’s ongoing effort to encourage professional growth, reduce accidents, and promote wellness. Employees will have the opportunity to attend ~~this lunch these trainings~~ during their normal mid-day break. Nominal safety and wellness awards may be given. Lunch and learn expenditures shall be approved by the City Manager.
2. The City may sponsor ~~an~~ two annual all-employee lunches at which employees reaching 5,10,15, 20, 25, or 30 years of service or other service milestones may will be recognized. Employees reaching those milestones will be presented with a service pin or other nominal award. The Program may also include any individual or department accomplishments through the year.
3. The City may sponsor an annual all-employee social event, including dinner. The City recognizes that giving employees the opportunity to gather casually and informally helps build working relationships and camaraderie. All employees, including City Council Members, will be invited to attend. Guests will be encouraged to attend but those costs need to be borne by the employee.
4. The City may present a recognition plaque to employees leaving service in good standing after completion of 10 years of service, certificate of appreciation when leaving after completion of 5 years of service, and an etched plaque or similar memento when an employee leaves in good spirits after 20 years of service. The City may also recognize annual anniversaries, with a nominal item.

COMMISSION, COMMITTEE, COMMUNITY/SOCIAL EVENTS AND VOLUNTEER
RECOGNITION PROGRAM

The City recognizes the importance, value, and hours contributed by its commission volunteers and committee members as well as other volunteer efforts. These efforts provide an invaluable benefit and service to the community as a whole. In order to provide incentive to individuals to continue or begin service in the community, the City Council approves expenditures for the following events recognizing those efforts:

1. The City may sponsor and pay for an annual ~~State of the City Volunteer Appreciation event~~Event. An update of City accomplishments during the past year and accomplishments of the various commissions and committees ~~will~~may be provided along with insights on current goals and projects. This event will include a recognition/appreciation dinner for all commissioners, committee members, and volunteers ~~and their guests~~. Employees, who regularly work with these groups, will be invited to attend this event at City expense as well.
2. The City may sponsor and pay for an annual recognition/appreciation luncheon event for community volunteers that assist with such things as senior programs, utility billing mail stuffing, and other general or administrative tasks. The City Council, City Manager, and employees, who regularly work with these groups, will be invited to attend at City expense. In addition the City will pay for coffee and refreshments (cookies, sweet rolls, etc.) for volunteers during the performance of their volunteer activities.
3. The City may sponsor and pay for an annual Police Reserve social event, including dinner, to recognize Police Reserve contributions. The event will include presentation of awards such as service pins for hours of service performed and plaques at 5, 10, 15, and 20-year milestones. Police Reserves, the City Council, the City Manager, as well as the Police Chief or designee and a designated officer, will be invited to attend this event, with a guest, all paid for by the City.
4. The City may pay for the registration and meal of an elected official and a guest to attend a local community/social event when invited as a direct result of being an elected official. The following conditions must be met:
 - All seated council members and the mayor must be invited to attend the event(s) (i.e., chamber of commerce holiday party).
 - The money to attend the event must be readily available in the current budget year.
 - City paid registration for community/social event attendance, by any elected official, ~~is limited to 3 events per year~~shall be limited by existing budget

In addition, when an elected or appointed city official is an honoree at a community/social event, as a result of their City responsibilities, the City may pay for the individual and a guest to attend the event.

5. For purposes of conducting a City election the city recruits residents to administer the Election Day activities. Specific law requires that the judges have certain training. Also, judges typically work 12-16 hours on Election Day. The City may pay for coffee, snacks,

and refreshments for the mandatory training and extended Election Day activities for the judges and City employees helping the judges.

6. The City may sponsor the ~~annual Chamber of Commerce Spring Egg Hunt and the Hometown Evening Walk events throughout the year, with partnering agencies, as funding allows.~~ The City, with the assistance of the charitable gaming organizations, may reimburse the Chamber of Commerce for actual costs associated with these community events when appropriate.

MEETING FOOD/MEALS/REFRESHMENTS

The City Council recognizes that situations arise in which City business needs to be discussed during meal hours (~~i.e. luncheon or evening meetings~~example: Annual Goals and Priorities Session). Providing refreshments or meals for public and employee meetings and events in these situations may add to the success of the meeting or event and create a more productive work force. Accordingly, the City Council approves the following expenditures for food, meals, and refreshments during official meetings and events:

1. Meals and refreshments when said meetings or events are for the purpose of discussing City issues and are conducted during a meal time. These meetings will have a pre-planned topic, purpose, or agenda.
2. Meals and refreshments when employee meetings and events conducted during meal times, are for the purpose of discussing City issues or are a part of employee training. These meetings will have a pre-planned topic, purpose, or agenda. This does not include normal or routine staff meetings.
3. Food, meals, and refreshments provided during official meetings of the City Council, Council committees, advisory boards/commissions, and task forces which are scheduled at meal times for a public purpose.

TRAVEL AND MEETING EXPENSES

These expenses will be reimbursed as outlined in the City's Personnel Policy. Commissioners, committee members, or volunteers may be reimbursed as if they were personnel also.

ALCOHOLIC BEVERAGES

City funds will not be used for the purchase of alcoholic beverages for commissioners, committee members, and other volunteers.

CLOTHING AND OTHER SUNDRY ITEMS

The City Council recognizes the hard work and service performed by employees and therefore approves a weekly "casual day" for employees that are not required to wear a uniform as part of their employment. This will result in greater job satisfaction and a more productive and relaxed work environment. The following expenditures are approved to support this effort:

1. The City may pay for one ~~city logo shirt annually for those employees that do not have a uniform or uniform pay supplement~~ clothing with the City logo as defined in the

Employee Handbook. ~~The City Manager shall make the determination regarding the type of shirt.~~

2. The City may pay for other sundry items with a value of \$~~10~~20.00 or less each for employees if these items are determined by the City Manager to be helpful or important to the successful involvement of employees in special City-sponsored or City-supported events.

In addition the City will pay for coffee in the employee lunchrooms for day and evening meetings and for employees' casual breaks throughout the workday.

MEMBERSHIP AND DUES

The City will pay for memberships and dues in professional organizations and City social and community organizations when the purpose of the membership is to promote, advertise, improve or develop the City's resources or advantages or enhance city-community relationships. The City will not pay for memberships for employees where the sole purpose is personal interest or gain.

The Robbinsdale Chamber of Commerce invites community involvement and is a partner with the City in community revitalization efforts. Accordingly, the City Council approves membership dues for the local Chamber of Commerce and finds that the local Chamber of Commerce is an association of a civic, education or governmental nature, which has as its purpose the betterment and improvement of municipal operations, as defined by state law.

CONCLUSION

Expenditures relating to employee recognition events and awards, food and meals during official meetings, clothing and other sundry items of minimal value and membership dues, will be considered "compensation or additional compensation" to the employee. All are entirely dependent on receiving funding from year-to-year. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

The costs of the programs, events, and other items identified in this policy are included in the City of Robbinsdale budget. Each expenditure is considered annually for approval as a part of the overall budget process, which may include a public hearing on the proposed budget.

The Robbinsdale City Council finds that the above expenditures are valid expenditures, are authorized under both Minnesota Statutes and City Charter, and serve a public purpose. The specific authority to approve this policy is found in the Robbinsdale City Charter Section 1.02.

Adopted 10-15-02
Amended 04-20-04
Amended 08-17-04
Amended 03-15-05
Amended 05-17-05
Amended 09-20-05
Amended 12-16-14
Amended 9-1-26



TO: Mayor and City Council

PREPARED BY: Tim Sandvik, City Manager

APPROVED BY: Tim Sandvik, City Manager

DATE: September 1, 2026

RE: Authorize Mayor and City Manager to execute Amendment #2 to the JPA between Hennepin County, Three Rivers Park District and the City of Robbinsdale

Background:

As this is a continued effort between Hennepin County, Three Rivers Parks District, and the City of Robbinsdale, staff would refer to most recent action items (attached), requesting continued partnership as described.

Analysis:

Staff, including Robbinsdale Police Department, continue to find incredible value in the Joint Powers Agreement JPA formed with Hennepin County and Three Rivers Parks District. Further, this kind of efforts works toward the identified Top Goal/Priority of the City - "Create programs that strengthen relationships between public safety and the community."

Recommendation:

By motion, Authorize Mayor and City Manager to execute Amendment #2 to the JPA between Hennepin County, Three Rivers Park District and the City of Robbinsdale

Attachments:

1. DRAFT Robbinsdale and Three Rivers PD ESW JPA A2412461 amendment #2
2. Memorandum 11.4.2025
3. Embedded PD SW JPA

**AMENDMENT #2 TO JOINT POWERS AGREEMENT
BETWEEN HENNEPIN COUNTY
AND CITY OF ROBBINSDALE AND THREE RIVERS PARK DISTRICT**

This Joint Powers Agreement (“Agreement”) is made and entered into by and between the County of Hennepin, State of Minnesota (“COUNTY”) on behalf of its Human Services and Public Health Department (“HSPHD”), 300 South Sixth Street, Minneapolis, Minnesota 55487, and City of Robbinsdale (“ROBBINSDALE”) 4100 Lakeview Avenue North, Robbinsdale, Minnesota 55422, on behalf of its police department, and Three Rivers Park District (“THREE RIVERS”) 3000 Xenium Lane North, Plymouth, Minnesota 55441 on behalf of its Department of Public Safety. (ROBBINSDALE and THREE RIVERS alternatively may be referred to individually as “PUBLIC SAFETY DEPARTMENT” and collectively as the “PUBLIC SAFETY DEPARTMENTS”). The parties to this Agreement may also be referred to individually as “Party” and collectively as “Parties”.

IT IS HEREBY AGREED that Agreement No. A2412461 between the above-named parties, including prior amendments if any, is hereby amended in accordance with the provisions set forth below.

Clause 3, TERM OF THE AGREEMENT, shall be amended to read:

3. TERM OF THE AGREEMENT

The term of this Agreement shall be from January 1, 2025, through December 31, 2027, unless terminated earlier in accordance with the cancellation/termination provisions of this Agreement.

Clause 4, PAYMENT, paragraph A., shall be amended to read, and paragraph E., shall be added as follows:

4. PAYMENT

A. In accordance with the provisions herein, PUBLIC SAFETY DEPARTMENTS shall pay COUNTY as follows for 1.0 full-time Social Worker (“SW”), as that term is defined in Exhibit A, employed by COUNTY. ROBBINSDALE will fund two-thirds of the annual portion of the SW and THREE RIVERS will fund one-third of the annual portion of the SW.

1. ROBBINSDALE shall pay Fifty-Eight Thousand Nine Hundred Fifty-Four dollars (\$58,954) for 2025.
2. THREE RIVERS shall pay Twenty-Nine Thousand Four Hundred Seventy-Seven dollars (\$29,477) for 2025.
3. ROBBINSDALE shall pay Fifty-Eight Thousand Nine Hundred Fifty-Four dollars (\$58,954) for 2026.

4. THREE RIVERS shall pay Twenty-Nine Thousand Four Hundred Seventy-Seven dollars (\$29,477) for 2026.
5. For the period January 1, 2027, through December 31, 2027, total payments by ROBBINSDALE to COUNTY shall not exceed Fifty-Eight Thousand Nine Hundred Fifty-Four dollars (\$58,954).
6. For the period January 1, 2027, through December 31, 2027, total payments by THREE RIVERS shall not exceed Twenty-Nine Thousand Four Hundred Seventy-Seven dollars (\$29,477).

E. Each PUBLIC SAFETY DEPARTMENT must inform COUNTY if it is using grant funding to meet its payment obligations hereunder and cooperate with COUNTY to determine whether any terms or conditions of CITY's grant apply to COUNTY.

This amendment shall be effective December 31, 2026.

Except as herein amended, the terms, conditions and provisions of said Agreement No. A2412461, including prior amendments if any, remain in full force and effect.

(The remainder of this page intentionally left blank.)

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

CITY OF ROBBINSDALE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

THREE RIVERS PARK DISTRICT

Boe R. Carlson

By: Boe R. Carlson (Aug 25, 2026 2 1:25:47 CDT)

Title: Superintendent

Date: 08/25/2026



TO: Mayor and City Council
PREPARED BY: Tim Sandvik, City Manager
APPROVED BY: Tim Sandvik, City Manager
DATE: November 4, 2025
RE: Joint Powers Agreement (JPA) between Hennepin County and City of Robbinsdale and Three Rivers Park District

Background:

The City of Robbinsdale continues to work with Hennepin County and neighboring communities to provide a variety of services. Human Services and Public Health Departments are equipped to provide certain services, much like Public Safety Departments; however, partnerships like the attached JPA allow for these joint efforts to continue to promote a greater functionality for the needs of our residents and visitors.

Analysis:

The attached JPA and Amendment #2 provides for the City of Robbinsdale and Three Rivers Parks District to 'share' a Social Worker (SW) at a cost of two-thirds to the City and one-third to the District. While this staff person is technically an employee of Hennepin County, their services are focused on the named jurisdictions. Specific to the City, it is agreed that we will provide a work space, appropriate tools and technology, and establish protocols for general operations.

The Social Worker (SW) themselves will include an expertise in mental health, including experience specific to public safety departments and dispatch. Further, the SW may respond to mental health, substance related, and social service related 911 calls.

Ultimately, the continued model is aimed to ensure timely engagement with people who need support, promote fewer arrests and repeat calls, and increase public satisfaction with the response to mental health emergencies.

Recommendation:

Authorize the Mayor and City Manager to execute the attached Joint Powers Agreement Amendment #2 between Hennepin County and City of Robbinsdale and Three Rivers Park District.

Attachments:

1. Embedded PD SW JPA
2. Amendment #2

**JOINT POWERS AGREEMENT
BETWEEN HENNEPIN COUNTY
AND CITY OF ROBBINSDALE AND THREE RIVERS PARK DISTRICT**

This Joint Powers Agreement (“Agreement”) is made and entered into by and between the County of Hennepin, State of Minnesota (“COUNTY”) on behalf of its Human Services and Public Health Department (“HSPHD”), 300 South Sixth Street, Minneapolis, Minnesota 55487, and City of Robbinsdale (“ROBBINSDALE”) 4100 Lakeview Avenue North, Robbinsdale, Minnesota 55422, on behalf of its police department, and Three Rivers Park District (“THREE RIVERS”) 3000 Xenium Lane North, Plymouth, Minnesota 55441 on behalf of its Department of Public Safety. (ROBBINSDALE and THREE RIVERS alternatively may be referred to individually as “PUBLIC SAFETY DEPARTMENT” and collectively as the “PUBLIC SAFETY DEPARTMENTS”). The parties to this Agreement may also be referred to individually as “Party” and collectively as “Parties”.

WHEREAS, COUNTY is a political subdivision of the State of Minnesota and its Human Services and Public Health Department is empowered to provide general and emergency public services that support and protect the physical, mental and behavioral health of individuals in Hennepin County; and

WHEREAS, PUBLIC SAFETY DEPARTMENTS are governmental units of the State of Minnesota empowered to provide general and emergency public services in a manner that supports and protects the physical, mental and behavioral health of individuals in Hennepin County; and

WHEREAS, the Parties desire to jointly and cooperatively coordinate their expertise and delivery of services to further the interests of providing mental health and related social services in a manner that most effectively and efficiently supports and protects the physical, mental and behavioral health of individuals in Hennepin County, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits realized by each Party, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to enable COUNTY to provide social work services to PUBLIC SAFETY DEPARTMENTS, for PUBLIC SAFETY DEPARTMENTS to secure such services from COUNTY and to establish the terms on which such services shall be provided.

2. PROJECT/PROGRAM

- A. The Parties shall cooperate and collaborate to perform services associated with the Embedded Social Worker Model (the “Model”), as further described and outlined in Exhibit A: Description of Services.
- B. The Parties shall perform at all times in accordance with the provisions herein, including but not limited to the data provisions.

3. TERM OF THE AGREEMENT

The term of this Agreement shall be from January 1, 2025, through December 31, 2025, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. PAYMENT

- A. In accordance with the provisions herein, PUBLIC SAFETY DEPARTMENTS shall pay COUNTY as follows for 1.0 full-time Social Worker (“SW”), as that term is defined in Exhibit A, employed by COUNTY. ROBBINSDALE will fund two-thirds of the annual portion of the SW and THREE RIVERS will fund one-third of the annual portion of the SW.
 - 1. ROBBINSDALE shall pay Fifty-Eight Thousand Nine Hundred Fifty-Four dollars (\$58,954) for 2025.
 - 2. Three Rivers shall pay Twenty-Nine Thousand Four Hundred Seventy-Seven dollars (\$29,477) for 2025.
- B. In the event that the SW position is vacant or absent for a period of one-month HSPHD may provide PUBLIC SAFETY DEPARTMENTS with a temporary SW to work onsite at PUBLIC SAFETY DEPARTMENT when available. If a temporary onsite SW is not available, HSPHD may assign based on availability a coverage team to review existing services, determine need and complete outreach (via phone or in-person) based on resident needs for each referral from PUBLIC SAFETY DEPARTMENTS. PUBLIC SAFETY DEPARTMENTS may also opt to not have coverage until the onsite social worker is replaced.
 - 1. There will be no additional cost to PUBLIC SAFETY DEPARTMENTS if HSPHD assigns a temporary onsite SW worker. The billing will remain as set forth in this Agreement.
 - 2. If HSPHD provides a coverage team to review existing services, determine need and complete outreach (via phone or in-person) PUBLIC SAFETY DEPARTMENTS will be billed at 50% of the amount listed above during the period of reduced coverage.
 - 3. If PUBLIC SAFETY DEPARTMENT decides not to have HSPHD assign a temporary SW, HSPHD will not bill for the period when the position is vacant.
 - 4. HSPHD shall submit a quarterly invoice to PUBLIC SAFETY DEPARTMENT for the previous quarter’s cost of SW services. In the event the SW position is not staffed for a portion of the billing cycle, the payment shall be prorated.
- C. PUBLIC SAFETY DEPARTMENT will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, PUBLIC SAFETY DEPARTMENT will notify HSPHD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from HSPHD, PUBLIC SAFETY DEPARTMENT will make payment within thirty-five (35) days.

- D. Further, the Parties expressly agree that neither this Agreement nor either Party's performance hereunder obligates or commits either Party to enter a subsequent contract or engagement with the other.

5. LIABILITY AND NOTICE

- A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law and, further, each Party shall defend, indemnify, and hold harmless the other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against COUNTY, ROBBINSDALE, and/or THREE RIVERS as a result of this Agreement.
- B. To the fullest extent permitted by law, action by the Parties to this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.
- C. Duty to Notify: Each Party shall promptly notify the other Party of any actual or suspected claim, action, cause of action, administrative action, criminal arrest, criminal charge, or litigation brought against the party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of this Agreement.

6. INSURANCE

Each party warrants that it has purchased insurance or utilizes a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

7. INDEPENDENT PARTIES

Notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and PUBLIC SAFETY DEPARTMENTS, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the Parties hereto or as constituting either Party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each Party is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Each

Party will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of a Party or other persons engaged in the performance of any work or services required by that Party shall have no contractual relationship with the other Party and will not be considered employees of the other Party. No Party shall be responsible for any claims related to or on behalf of the other Party's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against a Party, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the other Party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

8. NONDISCRIMINATION

In accordance with COUNTY's policies against discrimination, PUBLIC SAFETY DEPARTMENTS shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

9. NO THIRD PARTY BENEFICIARY

Except as herein specifically provided, no other person, customer, employee, or invitee of any Party or any other third party shall be deemed to be a third party beneficiary of any of the provisions herein.

10. DATA

COUNTY and PUBLIC SAFETY DEPARTMENTS, their officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all other applicable state and federal law, rules, regulations and orders relating to data privacy, confidentiality, disclosure of information, medical records or other health and enrollment information, and as any of the same may be amended, as well as the data and data sharing provisions set forth in Exhibit A. The terms of this paragraph shall survive the termination of this Agreement.

11. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, the Parties, the State Auditor, Legislative Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., of the Parties which are pertinent to the accounting practices and procedures of the Parties and involve transactions relating to this Agreement. The Parties shall maintain

these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

12. MERGER, MODIFICATION, AND SEVERABILITY

- A. The entire understanding between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification; Liability and Notice; Merger, Modification and Severability; Default and Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND TERMINATION

- A. If either Party fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless the Party's default is excused in writing by the non-defaulting Party, the non-defaulting Party may upon written notice immediately terminate this Agreement as to the defaulting Party or in its entirety.
- B. This Agreement may be terminated with or without cause by either Party upon thirty (60) days written notice. Either Party may immediately terminate this Agreement if the terminating party determines that the health and welfare of a member of the public is at risk. Upon termination, property or surplus money, if any, acquired as a result of the operation of this Agreement shall be distributed to the Parties in proportion to contributions of the Parties.
- C. Either Party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- D. The above remedies shall be in addition to any other right or remedy available to either Party under this Agreement, law, statute, rule, and/or equity.

14. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator at the address given in the opening paragraph of this Agreement with copies to HSPHD as detailed below. Notice to PUBLIC SAFETY DEPARTMENTS shall be sent to the address stated in the opening paragraph of this Agreement with a copy as detailed below.

HSPHD:

Leah Kaiser
 Director of Behavioral Health
 Hennepin County
 300 South 6th Street
 Minneapolis, Minnesota 55487
leah.kaiser@hennepin.us

ROBBINSDALE:

Patrick Foley
 Chief of Police
 City of Robbinsdale
 4101 Hubbard Avenue North
 Robbinsdale, Minnesota 55422

THREE RIVERS:

Joshua Foust
 Director of Public Safety
 Three Rivers Park District
 3000 Xenium Lane North
 Plymouth, Minnesota 55441

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, termination of this Agreement do survive such term, termination. Such provisions include but are not limited to: INDEPENDENT PARTIES; LIABILITY AND NOTICE; INSURANCE; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

16. MARKETING AND PROMOTIONAL LITERATURE

PUBLIC SAFETY DEPARTMENTS agree that the terms, “Hennepin County” and “Hennepin County Human Services and Public Health Department”, the name of any elected official, or

any derivatives thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of COUNTY.

17. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the state of Minnesota.

(The remainder of this page intentionally left blank.)

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

CITY OF ROBBINSDALE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

THREE RIVERS PARK DISTRICT

By Boe Carlson
By [Boe Carlson \(Oct 4, 2024 15:35 CDT\)](#)

Title: Superintendent

Date: Oct 4, 2024

EXHIBIT A: Description of Services

PUBLIC SAFETY DEPARTMENTS and HSPHD staff will work collaboratively to prevent reoccurrences of crisis calls.

Roles and Responsibilities of Parties

PUBLIC SAFETY DEPARTMENTS will:

- A. Provide office space for the Social Worker (SW);
- B. Provide a hotspot for connection if SW are otherwise unable to access to COUNTY network;
- C. Work with HSPHD management to establish operational protocols including but not limited to referral criteria and process, hours of operation, data tracking and analysis; and
- D. Provide safety vests available for SW who ride along in squad cars with officers in accordance with police department policies.

HSPHD will:

- A. Provide the SW with equipment that is necessary for completing their work. This includes, but is not limited to, laptop computer, cell phone, printer, computer monitor, docking station and office supplies;
- B. Supervise the SW staff providing services under this Agreement;
- C. Be responsible for transportation/mileage expenses for the SW. The SW will be responsible following the HSPHD transportation/mileage reimbursement policies;
- D. Provide short-term assistance to individuals in order to connect the individuals with internal and/or community resources to help meet their needs. Services will be provided timely and in an ethical and culturally sensitive manner. Services could include coordination with existing service providers, risk assessments, referrals and evaluation of need for emergency services and assistance in making those connections;
- E. Share individually identifiable information with law enforcement only when there is an ongoing emergency situation and the client information is necessary to protect the health or safety of the individual or other people and pursuant to applicable law. Information disclosed shall be limited to that necessary to address the emergency situation. During contact with individuals, the SW will make a reasonable attempt to obtain a Release of Information (ROI)

EXHIBIT A: Description of Services

signed by each individual served, in order to permit relevant information to be subsequently shared with PUBLIC SAFETY DEPARTMENT. Without a ROI, individually identifiable information will be shared with PUBLIC SAFETY DEPARTMENT only as previously described; and

- F. Collect information needed to determine eligibility for community and/or county resources/services as needed. The SW will facilitate referrals to appropriate resources;

The Embedded Social Worker Model consists of:

- A. Embedded mental health expertise in police departments and dispatch;
- B. SW and medical professional respond to mental health, substance and social service-related calls to 911; and
- C. SW and law-enforcement officer respond to mental health, substance and social service-related calls to 911.

Goals of the model include:

- A. Ensure timely engagement with people who need support;
- B. Fewer arrests and repeat calls;
- C. Increased public satisfaction with the response to mental health emergencies; and
- D. Free up police resources for other types of calls.



TO: Mayor and City Council

PREPARED BY: Tim Sandvik, City Manager

APPROVED BY: Tim Sandvik, City Manager

DATE: September 1, 2026

RE: Authorize the Mayor and City Manager to execute a Purchase Agreement, to acquire real property from North Memorial Health Care

Background:

The City of Robbinsdale has long identified the need for a second water tower, to ensure resiliency through the water distribution system. While the "project" has been recognized through strategic planning and budgeting, the first step requires the acquisition of real property before building may begin.

Analysis:

As a variety of sites have been considered, staff made recommendation to Council to pursue real property at 3400 Oakdale Ave, currently owned by North Memorial Health. The site makes sense geographically (both within the current distribution system, as well as topographically). Further, the current site has no structure, which promotes potential cost savings compared to other sites.

More recently, over the last two years, City staff have engaged with North Memorial staff to best understand an amicable acquisition, as this was the priority of both parties. Throughout the process, Council have been provided updates in closed session, during which they authorized staff to negotiate acquisition (including a not to exceed cost). It should be noted, the thorough process included formal appraisals, site inspections, and robust conversations to ensure both parties felt a fair deal was reached.

At the time of posting the packet, final details have not been reached; however, staff expects full terms to be available for Council review prior to the meeting, and the execution of any agreement will make any materials available through guidance by Minnesota Data Practices. This schedule also allows the project to remain eligible for a low interest loan through the MN Public Facilities Authority (PFA).

Finally, staff will bring back additional updates, including requests for formal action, for Council consideration for the project. These will include updates on funding sources, and technical considerations related to the actual construction from design through expected operations.

Recommendation:

Authorize the Mayor and City Manager to execute a Purchase Agreement, to acquire real property from North Memorial Health Care

Attachments:

None



TO: Mayor and City Council
PREPARED BY: Chase Peterson-Etem, Assistant City Manager
APPROVED BY: Tim Sandvik, City Manager
DATE: September 1, 2026
RE: Voucher Requests Pending Approval for Disbursement

Background:

The check register dated 9/1/26 reflects the voucher requests pending approval for disbursement.

The check register dated 8/19/26 through 9/1/26 is a list of vouchers requiring payment for city funds, Deputy Registrar, liquor, and miscellaneous purchases. The payments are required prior to the next Council meeting.

Analysis:

None

Recommendation:

By motion, approve disbursement requests for the period ending 9/1/2026.

Attachments:

None