



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JANUARY 10, 2023
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Oath of office of Richfield City Council Member, Sharon Christensen

Oath of office of Richfield Mayor, Mary Supple

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2455 276 4170 and password: 1234.

Please refer to the Council Agenda & Minutes web page for additional ways to submit comments.

Approval of the Minutes of the (1) Special City Council Meeting of November 16 2022; (2) City Council Work Session of December 8, 2022; (3) Special City Council Meeting of December 13, 2022; and (4) City Council Regular Meeting of December 13, 2022.

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider a resolution designating an official newspaper for 2023.
Staff Report No. 01
 - B. Consider the approval of a first reading of an ordinance amendment aligning the Zoning Code with the Comprehensive Plan; eliminating the Two-Family Residential (MR-1) Zoning District, and amending the Single-Family Residential (R) District.
Staff Report No. 02
 - C. Consider approval to designate an Acting City Manager for 2023.
Staff Report No. 03
 - D. Consider the designation of a Mayor Pro Tempore for 2023.
Staff Report No. 04

- E. Consider adoption of a resolution authorizing the City of Richfield to enter into Minnesota Department of Transportation (MnDOT) Agency Agreement No. 1052132 for Federal Participation in Construction to allow MnDOT to act as the City's agent in accepting federal aid in connection with transportation projects.

Staff Report No. 05

- F. Consider the adoption of a resolution authorizing the Mayor and City Manager to execute Cooperative Construction Agreement No. 1050958 between the City of Richfield and the State of Minnesota Department of Transportation (MnDOT) for construction of the I-494: Airport to Highway 169 Project 1.

Staff Report No. 06

- G. Consider approval of a Construction, Maintenance & Easement Agreement between the City and Richfield Property Holdings, LLC; 15th NB Property1 LLC; and 6345 Partners, LLC that grants an easement for public pedestrian access and trail features and defines ownership and maintenance responsibilities for certain features constructed at 600 64th Street West.

Staff Report No. 07

- H. Consider resolutions designating official depositories for the City of Richfield for 2023, including the approval of collateral.

Staff Report No. 08

- I. Consider a resolution authorizing the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City, and authorizing City Manager and Finance Manager to designate employees to whom a card can be issued.

Staff Report No. 09

- J. Consider a resolution adopting the Purchasing and Spending Authority Policy for the employees and officials of the City.

Staff Report No. 16

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

PUBLIC HEARINGS

4. Public hearing and consider the approval of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for NTLL Hockey Ventures, LLC., dba Minnesota Whitecaps, located at the Richfield Ice Arena, 636 66th Street E.

Staff Report No. 10

5. Public hearing to consider vacating an existing utility easement to be replaced with new utility and stormwater easements at 6500 Nicollet Avenue South, Partnership Academy.

Staff Report No. 11

6. Public hearing and consider to approve the renewal of 2023 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

Staff Report No. 12

PROPOSED ORDINANCES

7. Second reading of a proposed ordinance amendment modifying the Zoning Code in relation to landscaping requirements.

Staff Report No. 13

OTHER BUSINESS

8. Consider the City Council's approval of the Mayor's appointments of Housing and Redevelopment Authority (HRA) Commissioners consisting of Mary Supple and Sean Hayford Oleary.

Staff Report No. 14

9. Consider representatives to serve as the 2023 liaisons to various local, regional and state organizations, and City boards and commissions.

Staff Report No. 15

CITY MANAGER'S REPORT

10. City Manager's Report

CLAIMS AND PAYROLLS

11. Claims and Payroll

COUNCIL DISCUSSION

12. Hats Off to Hometown Hits

13. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the Acting City Clerk at 612-861-9712.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

November 16, 2022

CALL TO ORDER

The special meeting was called to order by Mayor Regan Gonzalez at 4:00 p.m. in the Bartholomew Room.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Sean Hayford O'leary; and Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Jay Henthorne, Public Safety Director/Police Chief, and Kari Sinning, City Clerk

Others Present: Bob Scales, CEO of Police Strategies LLC

ITEM #1

PRESENTATION FROM BOB SCALES, CEO OF POLICE STRATEGIES LLC, ON A DISPARITY ANALYSIS STUDY.

City Manager Rodriguez introduced the topic. She outlined how the city is using more data citywide to analyze police performance. She noted that Richfield is the only city, besides Duluth, to undertake such a study. This study looks at disparities in enforcement but is also a tool for us to learn more about how our police interact with our community. She also noted the report has positive findings, but also shows areas to better understand issues the community is sharing. She stated council has made equity part of the mission visions and value.

Chief Henthorne provided a high-level summary of the work Richfield Police Department (RPD) is doing on racial equity. He outlined the review process for use of force incidents and talked about the current tracking system in place and what he hopes the department will get from this tool. He talked about the general standards of the department and outlined the process to get to this point.

Bob Scales, CEO of Police Strategies, gave a summary of his background and goals of the analysis. He provided a summary of work the company has done. He has helped law enforcement agencies collect and analyze data. He discussed how he has been working on public safety and government data for many years including being involved in overseeing police reforms in Seattle due to a consent decree through the Department of Justice.

Mr. Scales discussed how some individuals try and evaluate racial bias using a population method. He discussed a case where a group of researchers look at mortality, for black and white patients, in hospital operations. The study found a 50 percent increase in mortality between white and black patients. This was based on population. When they looked deeper into the data, they found several different correlations. What they found was that the strongest correlation was the hospital's location. It was found that hospitals located in poorer communities have significantly higher mortality rates than those in wealthier areas. He talked about

how researchers need to look at a lot of different factors when trying to determine causation. He also discussed how this population method can lead to skewed data. He said there is a need for a more academic way to look at these figures. He talked about some of the new research that's being done at the Center for Evidence Based Policing and how some of this work is being used by the California Chiefs Association on their Racial and Identity Profiling Act data. He spoke of ways the data can be used and some of the shortcomings. He talked about how ultimately the city should use this information to make data-driven decisions and develop evidence based best practices to solve problems facing the community.

Council Member Hayford O'Leary asked about officers' incentive to lie when reporting the race of an individual they have pulled over. Mr. Scales said that was one of the challenges, there are opportunities to play the system. He said another challenge is that this evaluation assumes the officers can see the race of the driver before they are stopped but, in many situations, that is not the case. He said a study of officers in Pleasanton, CA, said that 91% of the time they were unable to determine the race of the individual before the stop. He said this is a key data piece that should be known to understand the racial disparities, but really no agency is collecting this information.

Mr. Scales talked about another challenge with using population-based evaluation. He said this method gives everyone in the community the same likelihood of being pulled over. He talked about how this assumes that senior citizens and young children have the same likelihood of being pulled over as anyone else. He discussed how this is just not true and that it is better to evaluate based on arrests compared to calls for service and the suspect's description.

Council Member Whalen asked about what this assumption means in terms of who commits crimes in Richfield. He asked if, looking at the data displayed, it is correct to accept that 45% of crimes in Richfield are committed by black people. He is worried about the bias and racism that is behind this benchmark. He talked about how there may be bias behind why police are called.

Mr. Scales said he wanted council to understand there's no perfect benchmark. He talked about how other studies have tried to determine reliable benchmarks with little success. He again acknowledged this method is not perfect, he did push that this a better way than population to examine racial disparities and try to get at the underlying causes of those disparities. With this method, he argued there is a bit more opportunity if police are over enforcing against specific groups in the community.

Council Member Whalen said he didn't necessarily agree with this analysis and asked about how the executive summary of the report states there were no identifiable disparities in the study, but the individual tables show there are differences when it comes to enforcement. Mr. Scales said the findings of the report does not suggest that there is systemic bias by the RPD. Mr. Scales acknowledged that the study does not show if there are individual officers engaged in racial profiling. He also said the study does not show that, without a shadow of doubt, there is no racial profiling going. What the report did identify were areas the department and the community should focus their attention. He talked about some of the underlying causes of criminality and how communities could make an impact with their work.

Council Member Supple asked if, based on the data presented, there are things the community can do to decrease disparities. Mr. Scales said the report is to provide the RPD and council better information to make impactful decisions and identify areas of focus. Mr. Scales talked about a specific program he worked on in Seattle around driving with a suspended license. He said there were huge racial disparities in enforcement. He noted that once they had real data, they were able to implement a successful program and dramatically reduce racial disparities in the community.

Council Member Hayford O'Leary asked about what information is required when a crime report comes in. He provided an example of a time when a resident would call in and ask what information would appear on the police report. Chief Henthorne went over how dispatch processes a call for service. Mr. Scales talked

about the new FBI system that will be replacing the Uniform Crime Reports and how it will help track more data to better help evaluate demographic information on crime victims and reported crime suspects.

Council Member Hayford Oleary asked if there were reported states for traffic stops the city could compare data with. Mr. Scales said that for a lot of these lower level stops the race and preferred gender are not known and that causes several challenges to provide a good benchmark to enable a meaningful analysis of the disparities. Council Member Hayford Oleary talked about the challenges he sees with this study's process if there is no information on these more frequent stops. Mr. Scales said he agreed with these limitations but that there would need to a massive study to get this baseline data.

Chief Henthorne noted the challenging issue and spoke of how some traffic stops, like DWIs, will have this information documented, but other interactions like speeding, both with warnings and tickets issued, do not have this information included. He said that one of the recommendations from this report RPD is planning to implement with the new software is to begin tracking this data for all interactions.

Council Member Whalen wanted to express his appreciation for the consultant and staff acknowledging there are disparities in enforcement. He understands this work session was to discuss a specific set of data, not to direct the council on resolving those disparities. He said some community members felt like that was what this meeting was going to be about. He recognized the first conversation around these disparities in a couple of years and believes the community is interested in the fuller picture. He appreciated the tone and the comments from City Manager Rodriguez and Chief Henthorne along with their commitment to work on these issues. He did feel like the executive summary of the report does not reflect these findings. He acknowledged the data is a specific subset of a broader problem and that regardless of beliefs about solutions, the city is still committed to reducing those racial disparities, knowing that they are much larger than just whether individual officers are racially profiling.

Council Member Trautmann thanked the law enforcement community. He asked if the information in the report findings were different than other communities. Mr. Scales said the findings were similar to what he has seen in other jurisdictions. Council Member Trautmann said he was specifically talking about not finding systemic bias in our community. He wanted to know if that was what he normally found or if that was just Richfield. He asked Mr. Scales if any of his reports have found instances of bias. Mr. Scales said that he has never found concrete examples of bias in any of his studies. He again discussed the many other factors that drive these findings. He stated it is not to say there aren't disparities across the system, but these findings are not what he would expect to see if there was systemic bias and profiling happening in Richfield. Council Member Trautmann discussed how injustice exists within many systems and looking at any part of society, be it housing, health care, income, etc., one will find injustice.

Council Member Hayford Oleary said it was hard to trust the study when it always comes to the same conclusion, regardless of which city was studied. Mr. Scales said the numbers do show disparities, but they are larger society driven issues, not from the police enforcement side. Council Member Hayford Oleary talked more about his discomfort with this method. He said he is particularly challenged by some of these assumptions made when there is no data on race and traffic stops. Mr. Scales said he agreed with these shortcomings, but he is only able to use the data available to him. He talked about how collecting better data is one of the main recommendations in a lot of his reports. Council Member Hayford Oleary agreed there was a need for better data.

Council Member Hayford Oleary talked about the findings on page 18 of disparity analysis and asked about how Mr. Scales was able to reach his conclusion on low discretion stops. Mr. Scales said that when there are measured racial disparities with both the population and benchmark evaluation process there's strong evidence there's a systemic problem of bias in the department. Mr. Scales stated that if there were systemic bias happening, the disparities would be seen across all levels of stops, not just one portion. He talked about ways that to narrow down the evaluation by the type of incident involved.

Mayor Regan Gonzalez said she wanted to have a deeper conversation with the council. She said that equity is the area she works in and understands the challenges faced with the data currently available. She noted the adage “garbage in, garbage out”. She asked what the vision is for the community and talked about how this work is a piece of that conversation. She noted public changes that could be made to address contributing factors to inequities in community but there's also things that can be done internally to make sure the city is doing everything it can to make sure that it is not perpetuating inequities. She talked about her experience working on equity issues in the healthcare system. She talked about the impact good data has in addressing issues. She recognized the answer is not black and white when it comes to dealing with inequities.

Council Member Trautmann said he thought arguing over the methodology is maybe not the best use of time. He recognized there are many ways to benchmark or evaluate programs. He wanted to know if there were items identified in this study that should be looked at to focus actions. He didn't want to wait another two years to collect data before the work begins.

Mayor Regan Gonzalez called a break at 5:28 p.m.

Mayor Regan Gonzalez called the meeting back in session at 5:39 p.m.

Mr. Scales presented two videos and a podcast about racial bias, policing, data analysis and population-based evaluation. He then talked about how these conversations related to his work and how some prior community meetings in Duluth went when the report was presented to the community.

Mayor Regan Gonzalez asked if the council would like to have a discussion around goals. Council Member Supple believed there should be time for council to discuss. Council Member Whalen seconded that motion and wanted to hear about action steps. He also wanted to hear from Chief Henthorne on the disparities, what is being seen in the daily work and what can be done to help. He said all involved want safer, more crime free communities.

Mr. Scales presented the Richfield data. He talked about what to expect using risk adjusted benchmarks, including detailing what the data would look like if there were systemic racism in the department. He talked about how there were areas where they saw increased numbers but did not see that increase at every level if there was bias. He talked about the disparities he did find in the report. He said black individuals are 3.6 times more likely to be reported as a crime suspect in Richfield based on their population. He also noted that Native Americans are 50% more likely than their population to be reported in criminal behavior. He then went over the methodology in how he determined these rates. Mr. Scales also noted Native Americans are 20% more likely to be arrested based on their percentage of reported crimes, but blacks are 10% less likely to be arrested based on their share of reported crimes. He talked about some of the limitations of this evaluation.

Mr. Scales talked about disparities between genders in use of force; males are much more likely than female arrestees to resist, threaten, or flee from the police. He said there was also an increase in number of juveniles in terms of use of force. He again acknowledged this is a trend that was already known. Young men tend to be more likely to have increased interactions with police. He also noted the increase may be because the schools no longer have resource officers. Now, if the police respond to an incident at a school, the incident is already elevated. Mayor Regan Gonzalez asked what year this study covered. Mr. Scales said the data set goes back to 2018. Chief Henthorne said they stopped the school resource officer program two years ago. He said the RPD is seeing an increase in serious felonies involving juveniles, particularly around guns and auto-theft. Council Member Whalen asked if this is what officers were experiencing in their daily work. Chief Henthorne said when officers encounter those juveniles, more use of force is needed, particularly with the higher-level crimes like weapons possession and vehicle theft.

Council Member Whalen acknowledged the nature of policing in that 95% of their interactions are with 5% of the population but wanted to know if Chief Henthorne had any ideas about why 45% of the RPD interactions were with black community members, who make up only 12% of our population. Chief Henthorne said most of the RPD interactions are in response to reported crimes. He said the data shows that black individuals are more likely to be reported suspects in Richfield. Council Member Whalen wanted to understand how to reduce the trends being seeing in this data. He recognized there are many factors such as poverty, mental health and not having housing that feed into these issues. Chief Henthorne said some of the work the RPD is already doing around mental health is helping with some of these disparities. He also spoke of the shocking data point that was found from this study in that non-Richfield residents make up around 75% of arrests. He feels like this trend has to do with the current climate over the past two years with COVID and the economy. He talked about how RPD is seeing more petty crimes like theft and simple robbery. Council Member Whalen was surprised that 3/4 of our arrests are non-Richfield residents. He said he would be curious to unpack why this is the case and Chief Henthorne agreed. Mr. Scales said that many communities that have large retail centers like Target or Walmart, typically see these trends.

Mr. Scales presented on the use of force data. He discussed how there is higher than expected rates of use of force with juveniles but discussed how this is most likely connected to the crimes discussed earlier in the presentation. Chief Henthorne talked about the use of force trends seen by RPD and how command staff deals with a use of force incident. Council Member Supple wanted to know if it would be useful to track when officers could have used force but did not. Chief Henthorne said that is something they would like to track in the future. Mr. Scales said this data would be very helpful for this conversation.

Mayor Regan Gonzalez wanted to take the next part of the meeting to focus more on the conversation with council, police, and community. She thanked Mr. Scales for the report and opened the meeting for discussion.

Council Member Trautmann asked what all this means if the data is lacking. He wanted to give Mr. Scales some time to explain what we can do with this information. Mr. Scales thanked the council for the opportunity to respond. He stated the city can start addressing issues identified and continue to pull better data as time goes on as these are the first steps in a larger discussion.

Council Member Hayford Oleary said he was concerned about various items included in the report. He does not feel comfortable changing the report. He would like to have more studies done to make sure the city has all the best available data to make informed decisions.

Chief Henthorne thanked the mayor and council for this discussion. He said the RPD has already started working on many of the recommendations outlined in the report. He discussed some of the technology changes that are coming online soon and how this will help up better track this data. He said it's been a big project to move the historic data into a file for use later. He also talked about how staff is completely starting over regarding data tracking with a new system. He wanted to be sure that the information they gather moving forward is reliable. He said this has been a lot of work for a small staff and that they are continuing to push forward with this work. City Manager Rodriguez also talked about the significant budget invested in these changes has been. The RPD has been looking everywhere for funds to help make these upgrades and the city needs to be sure these items are budgeted for to move forward with this work.

Council Member Hayford Oleary asked Chief Henthorne about consent searches and if they have additional info on these stops. Chief Henthorne said we do not do these types of searches in Minnesota as all stops need reasonable suspicion. Council Member Whalen asked if this new software will be better able to track the traffic stops. Chief Henthorne said this information would now be required in the new reports. Council Member Trautmann thanked everyone for the discussion and believed in the work we are doing.

Council Member Whalen said there were a few additional items he would like to look at in the future. The first item was the percentage of arrests compared to conviction. He felt like this number would be able to tell if enforcement is justified. He also wanted to know more about the work the social workers are doing. He would love to see actual numbers for their impacts. How many people helped and what type of people. He talked about some of the legislative priorities for the city and how Chief Henthorne have been working on some of these items at the state level. Chief Henthorne provided some comments on the impact the department's social worker is having in the community. Mr. Scales talked about the prosecution data and how it is a challenging way to determine if a stop was correct. He went over many of the factors that may impact a prosecutor's choice to proceed with a case.

Mayor Regan Gonzalez talked about her hope for this work and the collective goal for the community and council in the future. She understands this is a first step in a broader conversation. She acknowledged these issues permeate most of society and has persisted for hundreds of years. She understands there is a lot of work to come.

Council Member Whalen said he was a little surprised to see that there was no council direction sought today but now understands this means the conversation and work will continue. He asked about next steps. Chief Henthorne talked about how this work is historic and that RPD has never look inward like this before. He said they will continue to work on these challenges and will continue to look at ways to improve. Council Member Whalen wanted to continue the conversation and didn't want to wait 2 years for new data. He stated he wanted actions to start now and to have check in with council and the community throughout this process.

Chief Henthorne said he appreciated the comments. He said he needs to caution the council about what they may see and one of the challenges is that if the police are called, they need to respond. Based on the data this may keep pushing these disparities. He said these are the first steps in many meetings.

Mayor Regan Gonzalez thanked all involved in this discussion.

ADJOURNMENT

The work session was adjourned by unanimous consent at 7:03 p.m.

Date Approved: January 10, 2023

Mary Supple
Mayor

City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Special Meeting

December 8, 2022

CALL TO ORDER

The special meeting was called to order by Mayor Regan Gonzalez at 4:01 p.m. in the Bartholomew Room.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Sean Hayford O'leary; and Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Kristen Asher, Public Works Director; Amy Markle, Recreation Services Director; Sack Thongvanh, Assistant City Manager; Paul Smithson, Program Manager; Kumud Verma, Finance Manager; Chris Link, Deputy Public Works Director, and Chris Swanson, Management Analyst

Others Present: Scott Barsuhn, Consultant; Glenn Waguespack, HGA; Ashleigh Grizzell, HGA

ITEM #1

PRESENTATION AND DISCUSSION OF A LOCAL SALES TAX.

City Manager Rodriguez introduced the items for the work session, went over the history of the Local Sales Tax (LST) and outlined the next steps in the approval process. She then provided an overview of the last work session discussion of LST with the main addition to the list of projects being a community center.

Director Markle reviewed what was discussed during the October 18 work session on LST. She introduced the team who has been working on the project. Director Markle provided an overview on LST and the parameters. She then presented the first project, the Wood Lake Nature Center (WLNC). She went over the current programs and uses of the WLNC and the regional significance of the project. She outlined the WLNC project scope, timelines and budget.

Director Markle outlined the second project staff proposed, the Veterans Park complex. She went over the current amenities offered and the needs of the facilities. She spoke of the major needs including the outdated pool liner and ADA upgrades to the arena. She discussed the vision the city has for the Veterans Park complex and the regional significance of the park. She stated 35% of the pool pass holders are from Minneapolis or other cities.

Director Markle presented the third project for council review, Donaldson Park. She talked about the current use of the park, particularly how the value provides to Minnesota Independence College and Community (MICC). She went over the regional significance of the project and what projects within the park would be funded by LST.

Director Markle then presented the Taft Park project. She discussed some of the projects going on at the site and how the community currently uses the park. Many groups from across the metro are using this park, specifically there is a lot of interest in having additional soccer fields at the property. She discussed looking at the option of a dome at the site and discussed the pros and cons that come with this option. Director Markle talked about how several other cities have told her it's hard to break even with a dome and there are a lot of challenges with these types of buildings.

The next project presented to council was a general park system improvement. Director Markle discussed how there is a lot of opportunity to better connect our trails and bike routes. The system is lacking many of these connections. Director Markle provided an overview of the current bike routes in the city.

Council Member Hayford Oleary asked what 5 million dollars would do in terms of upgrading existing trails in the parks. Director Markle said this amount of funding could do a lot for the trails and believed it could upgrade three trails within the parks.

Director Markle went over the final project for council to review; this was the community center. She went over the current use of the community center and the significant regional significance of the center. She discussed the lunch for seniors and the tax prep assistance. She acknowledged that there would be a significant increased annual operating cost with a new facility. The costs for an improvement to the community center goes from around 9 million dollars for a retrofit, to 48 million dollars, for a fully reconstructed building. Director Markle discussed some of the restrictions at the site. She said the HGA, the architectural firm hired to assist with the project, looked at the site and was able to show some examples of what could be done with the location.

Director Markle talked about what she has heard from the community regarding wants and needs for a future community center. She has heard seniors would like safe spaces to walk in the winter and areas for small children from parents.

Council Member Whalen asked about the difference between event and meeting space. Director Markle talked about the differences in that event spaces are larger gathering areas used for weddings, family reunions, etc. while meetings rooms are typically smaller rooms to be used to host meetings.

Director Markle talked about some of the limitations at the site. This includes some challenges with parking, conservation areas and the fact that the building is in a very residential neighborhood. Director Markle talked through the options available for the community center site. She went over what each option offers and the cost for each level of project.

Council Member Hayford Oleary asked how big of a cost difference it would be if there was not underground parking. Glenn Waguespack, HGA, talked about the costs saving from not having structured parking. Mr. Waguespack mentioned that the going rate is around \$35,000 per stall. He also mentioned that Option 6 sees around a \$5.5-6 million dollars in parking costs. He said there is a range of savings depending on where the parking is located.

Council Member Trautmann discussed the ongoing cost savings from not having underground parking. He noted the additional costs from maintenance and heating will continue to grow.

Director Markle talked about the parking challenges and the land and water grant were the biggest limitation of the site. She then presented a slide on what could be seen for price escalation in the next few years. She also talked about the possible additional building construction standards required with constructing a new building, specially, the building may need to meet a higher green building code standard if the project is put on hold.

Council Member Supple asked about if there would be a cost associated with the existing grade of the site. Mr. Waguespack said that it could possibly help or hurt, and they would need to do some additional projections to know the impacts.

Council Member Trautmann asked if there were any other city sites that would maybe be better options for a structure like this. He asked if this building would take the place of an existing field. Director Markle said there was discussion about changing the location of the community center but that it would forfeit a lot of green space. She said staff was also worried about the impact it would have on the athletics programs if it were to replace a field. She recognized there would be significant challenges at any of the sites for a building of this size.

Director Markle went over the next steps for this process. Staff recommended to ask the legislature for LST approval in 2024 so there is time to get more focused with this work. Staff was also looking to have the council provide feedback on LST project priorities. Staff presented two options: Option A and B. Staff would recommend that WLNC and Veterans Park be included in LST recommendations and wanted to discuss further the direction of the community center.

Council Member Whalen talked about what the Community Services Commission recommended regarding LST projects during the last meeting. He said there was support for Option B from the commission. He said he recognized the park work is important, but not feel these general maintenance projects would be a driver for community support like projects with the WLNC and the community center would be. He talked about how he does not feel there is a need for an event space at the community center if there is space available at the WLNC. He would also like to explore other parking options for cost and space

Council Member Supple had been evaluating when the city's project list should be brought to the legislature for approval. He recognized the list can always be paired down; she felt as though it should go to the legislature in 2023. Going earlier would give the city room to maneuver. She favored Option B.

City Manager Rodriguez said there has already been conversations with the lobbyist and Representative Howard about what the best approach to successfully lobbying the legislature for the LST approval. She detailed how there is a 30-40% increase to cover the cost of the bond issuance. She talked about how the city can offset some of these increased bond admin costs by being strategic with when the city issues and pays off debt. She also talked about how this list does not encompass all the needs for park and infrastructure. She said there is still a lot of need around the community as most of these facilities have not been upgraded since the 1960's. As of right now, the city does not have other tools to address these funding challenges.

Council Member Whalen asked how the GO bonds were used in the past and if we know how many times in the next ten years the city plans to go out for bonds. City Manager Rodriguez stated the city has tried to go out for bonding for large term projects when prior issuances are set to be paid off. Council Member Whalen asked if there was any capacity to pursue more bonding for non-public works projects.

Council Member Supple wanted to follow up on Council Member Whalen's question, she said MET council had some projects coming up on their work plan. She wanted to know if we were going to use bonding to cover the city's share of this work. Public Works Director Astor said she wasn't aware of any MET projects coming up.

Council Member Trautmann said he is supportive of pushing forward for community center early and aggressively. He feels like Richfield has a diverse community with a lot of needs. He said there is a lot of overlap in terms of need but feels there are benefits for the senior community with the new building. He said that on a more granular note, he has had restaurant owners approach him about using some of the old park spaces for restaurants. He believed this would be a positive impact and good

space making. He felt like the dome would be the first project to go to look at reducing the total cost. He asked if there was time to think about creating a steering committee for these community projects. He was in support for Option B. City Manager Rodriguez provided a bit more information on what the difference between the two staff recommendations. She noted that a building inventory project is scheduled for next year in the strategic plan. Council Member Trautmann thanked staff for the additional comments and believed this is the time to have this conversation and make some of these generational decisions.

Council Member Hayford Oleary asked if we would still do the building inventory even if we move forward with these projects. City Manager Rodriguez confirmed.

Council Member Hayford Oleary said he was still torn on this decision. He thinks residents have several ways to access gyms and the community center currently. He still felt like Option B is the correct next step and spoke about how we still need to identify ways to get reliable funds for the trails and other smaller projects in the parks.

Council Member Whalen appreciated the comments, in his mind getting approval doesn't commit to putting everything on the ballot but thought it would be good put it on the 2024 ballot. He felt as though there would certainly be other needs that could be described as a regional project, but the city may struggle to get past the local feel of these projects. City Manager Rodriguez said staff would have to do more research between now and when this is brought to residents for a vote.

Mayor Regan Gonzalez asked Council Member Whalen if he was in support of Option B and Council Member Whalen confirmed. Mayor Regan Gonzalez said she had been thinking about this conversation for a long time. She understands there is a lot of prior conversation about bonding and how the city is trying to move away from maxing out the bonding each year. She also felt as though there should be a discussion on how the community, particularly our commercial sector, is changing. She recognized that what happens with the HUB is a big question and only so much can be done with the site. She said looking at all the infrastructure needs, particularly energy efficiency work that could be done, would be of more value and would be more in support of Option A. Regardless, she felt like the city should do the building inventory assessment before making a big decision.

Council Member Whalen questioned how legislature would receive the proposal. He said that given the city is still in conversation about the community center, he didn't want to miss any opportunity to do another project if the city decides to not pursue this project. He wanted to know if there were any reasons staff would not propose all five projects. City Manager Rodriguez said most communities were approved for the 20-year timeframe and \$90 million in LSTs was the most that was approved by the legislature last year. She said anything above this amount would be a large ask from the legislature.

Director Markle said she had also been thinking about the future for the community center. If not now, she doesn't know when the city could find money for this project. City Manager Rodriguez said Director Markle told her there were more resources to find funding for some of these other projects then to get funding for a new community center. She said Director Markle felt staff can piece together funding for these smaller park projects over the next years, where the community center would be a challenge.

Council Member Trautmann said this is the type of project that will suck up the air in the room, but also provide an amazing opening for the community and is willing to lean into this work.

City Manager Rodriguez said she has heard consensus on going to the legislature in 2023 and that staff should proceed with Option B. She said there will be more detail on the projects when the resolution is brought to council for final approval. Director Markle said staff recommended Option 5 for the community center project. She talked about how the two gyms would offer the opportunity to hold tournaments. She spoke of the challenges of an indoor play places and thought the gym and walking track is the greatest need in the community.

Council Member Whalen supported staff recommendations. He said the gyms can be used for any number of things such as resource fairs and felt as some of the other amenities included in the proposals were not needed.

Mayor Regan Gonzalez asked if the standard programming in the community center would continue at the new site. Director Markle confirmed.

Council Member Trautmann said he was open to Options 5 and 6 for the community center. He still wanted staff to look at the parking requirements. He recognized that the 10-13% increase of cost from unground parking is challenging and asked of the possibility of leasing office space at this site.

Council Member Trautmann left at 5:25.

Council Member Supple would support Option 3 or 5 as well as reducing the amount of parking.

Council Member Hayford O'Leary said he was unsure how many gyms would be needed and asked about how specific the LST ask would need to be to the legislature and if there is flexibility once approved. Director Markle said there would be some flexibility with the ask and what the actual projects looks like once approved.

Council Member Whalen wanted to comment on the bigger conversation had on the financing. He thought it has been great the city has historically invested in roads and infrastructure, but also thinks the city needs to provide more financial support to Parks and Recreation. He felt as though at some point there may need to be a normal bonding schedule to include parks.

Mayor Regan Gonzalez said that in addition to a needs assessment it would be good to look at the financing levers available and how the city can best use them. She felt this is the time to start seeing what the big picture for sustainable funding is as it goes through all departments and facets of city work. She expressed excitement for these projects and cannot wait to be part of the team as a community member.

City Manager Rodriguez summarized the next steps for this process.

Mayor Regan Gonzalez thanked staff for all their work.

ADJOURNMENT

The work session was adjourned by unanimous consent at 5:33 p.m.

Date Approved: January 10, 2022

Mary Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special Council Meeting

December 13, 2022

CALL TO ORDER

Mayor Regan Gonzalez called the meeting to order at 6:00 p.m. in the Council Chambers.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Ben Whalen; and Simon Trautmann; and Sean Hayford O'leary

Staff Present: Katie Rodriguez, City Manager; Jay Henthorne, Public Safety Director/Police Chief; Sack Thongvanh, Assistant City Manager, Kumud Verma, Finance Manager; Chris Swanson, Management Analyst; and Kelly Wynn, Administrative Assistant

Others Present: Council Member-Elect, Sharon Christensen

ITEM #1	CONDUCT A TRUTH IN TAXATION PUBLIC HEARING REGARDING THE 2023 PROPERTY TAX LEVY AND 2022 REVISED/2023 PROPOSED BUDGET AND PROPOSED 2023 UTILITY RATES. STAFF REPORT NO. 188
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Mayor Regan Gonzalez presented the item.

Finance Manager Verma reviewed the timetable and key events of the Levy along with:

- Key issues for 2022/2023;
- History of state aid;
- Forecast of City Reserves
- 2023 Proposed Preliminary Levy
- Gross Tax Levy History
- 2023 Proposed Levy Impact on the average home
- 2023 Proposed General Fund Budget
- General Fund History
- General Fund Revenues
- 2023 Proposed Budget General Fund Revenues
- General Fund Expenditures
- 2023 Proposed Budget General Fund Expenditures
- Staffing Update

Mayor Regan Gonzalez thanked staff for the work of putting the difficult budget together due to the need for increased staff and inflation. She then opened the public hearing

Mark Hoffman, 6511 Logan Ave S, expressed concerns of a potential 21% increase in property taxes. He spoke of some research he did of the houses in his area and his concerns

of subsidizing more expensive houses. He asked what he would be getting for the 21% increase.

M/Regan Gonzalez S/Trautmann to close the public hearing

Motion carried: 5-0

M/Regan Gonzalez S/Supple to schedule final action on the 2023 property tax levy and 2022 Revised/2023 Proposed Budget and proposed 2023 utility rates.

Motion carried: 5-0

Item #2	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 6:23 p.m.

Date Approved: January 10, 2023

Mary Supple
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

December 13, 2022

CALL TO ORDER

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

Council Members Present: Maria Regan Gonzalez, Mayor; Simon Trautmann; Mary Supple; Ben Whalen; and Sean Hayford Oleary

Staff Present: Katie Rodriguez, City Manager; Kristen Asher, Public Works Director; Joe Powers, City Engineer; Amy Markle, Recreation Services Director; Jay Henthorne, Public Safety Director; Mike Dobesh, Fire Chief; Sack Thongvanh, Assistant City Manager; Kelly Wynn, Administrative Assistant; and Chris Swanson, Management Analyst

Others Present: Council Member-Elect, Sharon Christensen

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

OPEN FORUM

Mayor Regan Gonzalez reviewed the options to participate:

- Participate live by calling 1-415-655-0001 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfieldmn.gov

Mara Glubka, Richfield resident, honored Maria and thanked her for her service to the community of Richfield.

APPROVAL OF MINUTES

M/Trautmann, S/Whalen to approve the Minutes of the: (1) Special City Council Meeting of November 16, 2022; (2) Special City Council Work Session of November 19, 2022; and (3) City Council Work Session of November 22, 2022; and (4) Regular City Council Meeting of November 22, 2022.

Motion carried: 5-0

ITEM #1**PRESENTATION OF THE EDWINA GARCIA COMMUNITY BUILDER AWARD
AND PROCLAMATION TO EMILIA GONZALEZ AVALOS**

Mayor Regan Gonzalez presented proclamation and award to Emilia Gonzalez Avalos. She expressed gratitude for Emilia and the work she has done for Richfield.

Emilia Gonzalez Avalos thanked the city for the support and the leadership of a Latina Mayor, specifically during the challenging times of Covid.

Council Member Supple added thanks for her advocacy in the community.

Council Member Whalen spoke of the transformational powerhouse of Unidos to create space and give a voice to so many people. He thanked her for everything she does.

Council Member Hayford Oleary congratulated Emilia on the award and shared the impression she has made on him and positivity she has brought.

Council Member Trautmann echoed comments and expressed excitement to see her work recognized and acknowledged.

ITEM #2**RECOGNITION OF MAYOR MARIA REGAN GONZALEZ**

Judy Moe and members of Richfield Disability Advocacy Partnership (RDAP) expressed deep gratitude for her support and mentorship.

Ruth Evangelista and members of La Red spoke of the impact the mayor has had on the community and thanked her for her leadership.

Representative Mike Howard thanked Mayor Regan Gonzalez for always bringing her whole self. He spoke of how many leaders she has made and lifted up in the community.

Crystal Brakke and members of the Richfield Public Schools spoke of the constant focus Mayor Regan Gonzalez has had on the community's young people.

City Manager Rodriguez expressed gratitude for Mayor Regan Gonzalez and the impact she has made on residents and everyone she meets.

Mayor Regan Gonzalez spoke of how the community has so greatly impacted her life and how much she has learned along with some of the accomplishments she was able to achieve. She then thanked her family and community for all the support she has been given.

ITEM #3**APPROVAL OF THE AGENDA**

M/ Hayford Oleary, S/Whalen to approve the agenda.

Motion carried: 5-0

ITEM #4**CONSENT CALENDAR**

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City Manager Rodriguez presented the consent calendar.

- A. Consider to approve the renewal of the 2023 licenses for On-Sale 3.2 Percent Malt Liquor, Off-Sale 3.2 Percent Malt Liquor and Secondhand Goods Dealers doing business in Richfield (Staff Report No. 171)
- B. Consider to approve the renewal of the 2023 licenses for On-Sale Intoxicating/Club, Wine and 3.2 Malt Liquor licenses. (Staff Report No. 172)
- C. Consider the adoption of a resolution authorizing Richfield Public Safety/Police Department to accept donations from the listed agencies, businesses and private individuals for designated uses. (Staff Report No. 173)
- D. Consider the adoption of a resolution designating polling places for 2023. (Staff Report No. 174)
- E. First Reading of a proposed ordinance amendment modifying the Zoning Code in relation to landscaping requirements. (Staff Report No. 175)
- F. Consider the adoption of a resolution accepting grants and donations received by the Richfield Recreation Services Department in 2021 and 2022 and authorizing the Recreation Services Department to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors. (Staff Report No. 176)
- G. Consider the approval of setting a public hearing to be held on January 10, 2023, to consider the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for NTLL Hockey Ventures, LLC., dba Minnesota Whitecaps, located at the Richfield Ice Arena, 636 66th Street E. (Staff Report No. 177)
- H. Consider approval of a contract renewal with Adesa Minneapolis for 2022-2023 for auctioning forfeited vehicles from Public Safety/Police. (Staff Report No. 178)
- I. Consider a resolution accepting donations to the Affordable Housing Trust Fund. (Staff Report No. 179)
- J. Consider the approval of resolutions of support for Public Works' Active Transportation grant applications to MnDOT for the installation of a sidewalk on 73rd St and construction of intersection improvements at the 66th St/Richfield Parkway roundabout. (Staff Report No. 180)
- K. Consider the adoption of a resolution to accept a grant of \$2,395.90 from the Office of Justice Programs for bullet proof vests. (Staff Report No. 181)

M/Supple, S/ Trautmann to approve the consent calendar.

Council Member Supple thanked the many generous groups for grants and donations. She was also thankful of the changes made to the landscaping ordinance.

Council Member Whalen echoed landscaping changes and is happy to see a variety of trees. Council Member Trautmann spoke of the great restaurant options within Richfield.

Motion carried: 5-0

ITEM #5	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #6	PUBLIC HEARING TO CONSIDER A RESOLUTION ADOPTING A SPENDING PLAN FOR UNOBLIGATED TAX INCREMENT (STAFF REPORT NO. 182)
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Council Member Trautmann presented Staff Report 182.

Director Poehlman reminded Council of the work session that took place to discuss the funds addressed in staff report.

Council Member Trautmann opened the public hearing.

M/Trautmann, S/Supple to close the public hearing.

M/Trautmann, S/Hayford Oleary to approve the attached resolution and Spending Plan for unobligated tax increment.

Council Member Supple thanked staff for the research done on this item.

Council Member Whalen expressed excitement for this development plan and how this aligns with the strategic plan.

Council Member Trautmann acknowledged the great work staff has done and the resources that have been utilized.

Mayor Regan Gonzalez expressed gratitude and is excited to see what comes from the funding.

Motion carried: 5-0

ITEM #7	PUBLIC HEARING AND CONSIDER TO APPROVE THE RENEWAL OF 2023 PAWNBROKER AND SECONDHAND GOODS DEALER LICENSES FOR METRO PAWN & GUN, INC., 7529 LYNDALE AVENUE SOUTH (STAFF REPORT NO. 183)
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Council Member Hayford Oleary presented staff report 183.

M/ Hayford Oleary, S/Supple to continue the public hearing to January 10, 2023 and extend the license for Metro Pawn and Gun to January 10, 2023.

Motion carried: 4-0 (Council Member Trautmann temporarily stepped away.)

ITEM #8	CONSIDER A RESOLUTION ACCEPTING THE TRANSFER FROM THE LYNDALE GATEWAY/INTERCHANGE WEST, URBAN VILLAGE, AND CITY BELLA TAX INCREMENTS FINANCING DISTRICTS TO THE AFFORDABLE HOUSING TRUST FUND AND CONSIDERATION OF PRIORITIES FOR THE USE
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	OF TRUST FUND RESOURCES FOR AFFORDABLE HOUSING DEVELOPMENTS (STAFF REPORT NO. 184)
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Council Member Supple presented staff report 184.

Director Poehlman reminded Council of which locations are receiving funds and how much.

M/ Supple, S/Whalen to (1) Adopt a resolution accepting the transfer of \$750,000 from the Lyndale Gateway / Interchange West, Urban Village and City Bella Tax Increment Financing Districts to the Affordable Housing Trust Fund; and (2) Adopt priorities for the use of Trust Fund resources when assisting affordable housing developments.

Council Member Whalen expressed appreciation for such priorities being recognized by the HRA and Richfield.

Mayor Regan Gonzalez spoke of the excitement to see funds going to areas that really are in need.

Motion carried: 5-0

ITEM #9	CONSIDER RESOLUTIONS APPROVING THE 2022 REVISED/2023 PROPOSED BUDGET AND TAX LEVY AND RELATED RESOLUTIONS. (STAFF REPORT NO. 185)
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Council Member Whalen presented staff report 185.

City Manager Rodriguez spoke of the challenging 2023 budget due to inflation and the tight labor market.

M/ Whalen, S/Supple to adopt the resolutions approving the 2022 Revised/2023 Proposed budget and tax levy and related resolutions.

Council Member Supple thanked staff for their work on the budget and the wage study that will be taking place.

Council Member Hayford Oleary echoed gratitude for running the city well and doing everything possible to keep the levy as low as possible.

Council Member Trautmann thanked staff and spoke of the improvements of infrastructure going on throughout the city.

Council Member Whalen added that balance is key and staff is doing what is possible with the resources the city has and keeping the residents in mind.

Motion carried: 5-0

ITEM #10	CONSIDER THE APPOINTMENTS TO THE CITY ADVISORY BOARD AND COMMISSIONS (STAFF REPORT NO. 186)
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Council Member Supple presented staff report 186 and thanked all the residents who applied and interviewed with Council.

M/ Supple, S/Hayford Oleary to appoint members to fill the expiring or vacant terms on City advisory board and commissions referenced in the attached list.

Council Member Whalen echoed thanks to residents and spoke of the amount of wisdom they bring to the table.

Motion carried: 5-0

ITEM #11	CONSIDER THE ADOPTION OF THE CITY'S LEGISLATIVE PRIORITIES FOR 2023. (STAFF REPORT NO. 187)
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Council Member Whalen presented staff report 187.

City Manager spoke of the process and thanked Management Analyst Chris Swanson for his work.

M/ Whalen, S/Trautmann to adopt the proposed legislative priorities for 2023. By adopting the legislative platform formally, the City Council shows these priorities are in the best interest of the community and provides increased visibility for the issues.

City Manager Rodriguez expressed appreciation for the partnership between Council and staff during the process.

Motion carried: 5-0

ITEM #12	CONSIDER APPROVAL OF A NEW AGREEMENT WITH THE RICHFIELD TOURISM AND PROMOTION BOARD. (STAFF REPORT NO. 189)
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Council Member Hayford Oleary presented staff report 189.

City Manager Rodriguez thanked Council Member Trautmann for pushing to update the agreement along with other staff for taking time in getting it done.

M/ Hayford Oleary, S/Supple to approve the updated agreement with the Richfield Tourism and Promotion Board.

Council Member Whalen expressed excitement to have more community representation on the board.

Motion carried: 5-0

ITEM #13	CITY MANAGER'S REPORT
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City Manager Rodriguez supplied answers to resident questions from previous Council meetings.

ITEM #14	CLAIMS AND PAYROLL
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M/ Supple, S/Trautmann that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>12/13/2022</u>
A/P Checks: 310935 - 311270	\$1,802,676.07
Payroll: 174752 – 175380, 43526 - 43628	<u>\$1,490,028.57</u>
TOTAL	\$3,292,704.64

Motion carried: 5-0

ITEM #15	HATS OFF TO HOMETOWN HITS
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Council Member Whalen attended the opening of the D-Line and encouraged residents to utilize the new transit line. He then thanked Mayor Regan Gonzalez for the leaders she has helped develop.

Council Member Supple thanked public works staff for the tour of the 77 underpass. She then expressed admiration for Mayor Regan Gonzalez and everything she has done for the community.

Council Member Hayford Oleary spoke of the re-opening of Hope Church after their renovation. He then spoke of past interaction they had and how inspiring she has been.

Council Member Trautmann expressed deep gratitude for Mayor Regan Gonzalez.

Mayor Regan Gonzalez thanked Council for their admiration. She then spoke of the wonderful job public works is doing plowing the city. She also mentioned the 3rd annual holiday lights parade on December 15. She thanked the staff and city for really focusing on what matters most.

ITEM #16	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:45 p.m.

Date Approved: January 10, 2023

Mary Supple
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 01
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution designating an official newspaper for 2023.

EXECUTIVE SUMMARY:

Section 13.01 of the Charter of the City of Richfield requires the City Council annually designate an official newspaper for the City.

The *Richfield Sun-Current* has served as the official paper for the City since 1969 and has proven to be a reliable and professional publication that is delivered to nearly all residences in the City. The *Richfield Sun-Current* has expressed an interest in continuing to serve as the official newspaper of the City.

RECOMMENDED ACTION:

By motion: Adopt a resolution designating the *Richfield Sun-Current* as the official newspaper for the City of Richfield for 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

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

This information is contained in the Executive Summary.

C. CRITICAL TIMING ISSUES:

The City Council typically considers the designation of an official newspaper at the first meeting in January of each year.

D. FINANCIAL IMPACT:

The 2023 price quote from the Sun-Current for the publication of legal notices is reasonable and similar to the cost of publishing in the Star Tribune.

E. LEGAL CONSIDERATION:

A newspaper must be designated each year by the City for publication of all official and legal City business.

ALTERNATIVE RECOMMENDATION(S):

The City Council may choose to postpone designation of an official newspaper to a future meeting and request the City Clerk's office to gather quotes from other newspapers.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	Star Tribune	Backup Material
<input type="checkbox"/>	Sun Current	Backup Material

RESOLUTION NO.

**RESOLUTION DESIGNATING AN
OFFICIAL NEWSPAPER FOR 2023**

WHEREAS, the Charter of the City of Richfield requires in Section 13.01 thereof that the City Council annually designate an official newspaper for the City.

NOW, THEREFORE, BE IT RESOLVED, that the *Richfield Sun-Current* is designated the official legal newspaper for the City of Richfield for 2023 for all publications required to be published therein.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk



2023 Designated Legal Newspaper Rates

- \$1.31 per line per day
 - Legal notices will also run on startribune.com at no extra charge.
- Approximately \$14.85 per column inch
 - Notices are charged per line not per column inch so you are not paying for space you are not using.

Deadlines (applies to placement, changes & cancellations):

- Two days prior to first publication date at 4pm CST
- | Publication Date | Deadline |
|-------------------------|-----------------|
| Monday | Friday 4pm |
| Tuesday | Friday 4pm |
| Wednesday | Monday 4pm |
| Thursday | Tuesday 4pm |
| Friday | Wednesday 4pm |
| Saturday | Thursday 4pm |
| Sunday | Friday 4pm |
- Deadlines will be advanced for holidays.

Affidavits:

- Emailed 24-48 business hours after last publication date

Circulation

- Sunday ~280,000
- Monday ~134,000
- Tuesday ~134,000
- Wednesday ~134,000
- Thursday ~134,000
- Friday ~134,000
- Saturday ~134,000

Contact

- Email: placeads@startribune.com
- Call: 612-673-7000



EAST CENTRAL MINNESOTA

December 5, 2022

City of Richfield
City Council
6700 Portland Avenue
Richfield, MN 55423-2599

Dear City Council Members,

Please accept the following bid from the **Richfield Sun Current** for legal newspaper designation for the City of Richfield. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2023:

First insertion:	\$12.20 per column inch
Subsequent insertions:	\$7.20 per column inch
Characters per inch:	320
Lines per inch:	9

A notarized affidavit will be provided for each notice published. A \$20 charge will be assessed on legal notices that require typing. All published legal notices are posted on the **Sun Current** website at no additional charge.

The **Sun Current** is published weekly on Thursdays. The deadline is 2:00 p.m. on Thursday for publication the following Thursday. Early deadlines apply for a holiday week. Please email legal notices to publicnotice@apgecm.com.

Thank you for considering the **Sun Current** as the official newspaper for the City of Richfield for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

Tonya Orbeck
Legal Notice Manager
Adams Publishing Group
763-691-6001



STAFF REPORT NO. 02
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Nellie Jerome, Planner I

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
 12/20/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
 1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a first reading of an ordinance amendment aligning the Zoning Code with the Comprehensive Plan; eliminating the Two-Family Residential (MR-1) Zoning District, and amending the Single-Family Residential (R) District.

EXECUTIVE SUMMARY:

State Statute requires that the City evaluate and revise our Zoning Code to ensure that it does not conflict with our Comprehensive Plan. In the 2040 Comprehensive Plan, the Low-Density Residential (LDR) category allows for the mixture of single-family detached and attached units, such as duplexes and lower density townhomes, up to a density of seven dwelling units per acre. Current zoning regulations prohibit the creation of new single-family lots at the upper end of this density limit, and two-family dwellings are only conditionally allowed on arterial and collector streets.

To align these two documents, the proposed ordinance would eliminate the MR-1, Two-Family Residential Zoning District and would instead allow two-family homes by-right in the R District. The R District name would be changed from Single-Family Residential to Low Density Residential. No changes are proposed to zoning regulations in the R-1 District, but the name would be changed from Low Density Single-Family Residential to Single-Family Residential. In addition to the above changes, residential design standards have been revised to promote livability and aesthetics, regardless of housing type. A full discussion of the specific changes is provided in the Policy Section below.

The proposed ordinance amendment would resolve outright contradictions between the documents and would further the 2040 Comprehensive Plan's goals of "expanding housing choices, promoting modernization of the housing stock, maintaining affordability, and supporting attractive neighborhoods" (p.59). Additionally, removing barriers to the creation of "missing middle" housing offers an opportunity to reduce the regional housing-shortage and for household wealth-building, particularly for those who have been historically kept out of the market.

The proposed changes have been discussed at three work sessions with the City Council, Housing and Redevelopment Authority (HRA), and Planning Commission. Additionally, a visual preference survey was made available to the community.

RECOMMENDED ACTION:

By motion: Approve a first reading of an ordinance amendment aligning the Zoning Code with the

Comprehensive Plan, eliminating the Two-Family Residential (MR-1) Zoning District, and amending the Single-Family Residential (R) District.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Early in its history, Richfield allowed single and two-family dwellings nearly everywhere. In 1954, the City began restricting the construction of two-family dwellings. While staff cannot speak to the motives of this change, it is worth noting that it followed shortly after the 1948 and 1953 court decisions making racially restrictive covenants illegal and unenforceable. As staff has uncovered through our work with the Just Deeds project, racially restrictive covenants prohibited many families from partaking in the development/ownership of a home in Richfield (see attached presentation).
- At three work sessions (in March and October of 2021, and in June of 2022), staff heard support for updating the City's Zoning Code to not only align lot dimension requirements with the Comprehensive Plan, but to also allow two-family dwellings by-right within the R District.
- A visual preference survey was distributed to the community via social media channels in January 2022. Over the course of the month, 130 responses were received showing a preference for a minimized driveway area in front yards and for a smaller garage door area on the front façade of a home. These changes are included in the proposed ordinance amendment.
- The origin of the term grandfathered also gives cause to remove it from the Zoning Code as part of this proposed amendment. Although the 15th Amendment gave African American Men the right to vote in 1870, some states instituted poll taxes, literacy tests, and other requirements to make voting difficult. Some states adopted a requirement known as the "grandfather clause," which only allowed men to vote if they were the descendants of a voter. In short, if you were white you were much more likely to be grandfathered in to being able to vote. This was not struck down until 1915, when the Supreme Court ruled that it was illegal.

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

- Following the adoption of a Comprehensive Plan, MN State Statute 473.864 requires that the City evaluate and revise our Code of Ordinances to ensure that the two regulatory documents do not conflict.
- The following is a complete list of proposed changes to the Zoning Code:
 - Establish two-family dwellings in the R District as a permitted use by-right.
 - Repeal the entirety of the MR-1, Two-Family Residential Zoning District. All properties with this designation will return to the R Zoning District.
 - Change the names of the R and R-1 Districts from Single-Family Residential and Low Density Single-Family Residential to Low Density Residential and Single-Family Residential, respectively.
 - Reduce the minimum width in the R District from 50 feet to 47 feet. Reduce the minimum lot size in the R District from 6,700 square feet to 6,000 square feet. This change reduces the percentage of nonconforming residential lots from about 17% to about 3%.
 - Allow smaller lot areas in cases of new, two-unit townhomes in the R District.
 - Include a setback reduction for two-family townhouses allowing them to be attached at the property line with a zero-foot setback.
 - Require that a side entrance on a two-family dwelling be set back an additional five feet, for a total setback of ten feet from the lot line.
 - Require at least one entrance on the street-facing side of a home that is not a garage entrance unless special circumstances apply.
 - Establish a regulation that garages may not be overly prominent on a street-facing side of a house, and that garage doors may not be forward of the first floor façade of the house.
 - Update minimum floor area requirements for single family and two-family dwellings to be 960 and 800 square feet, respectively.
 - Remove requirement to reserve area on the lot for a future construction of space for a second vehicle in a garage. Maintain requirement for two off-street parking spaces per dwelling unit, with at least one space being enclosed.
 - Remove the phrase "grandfather clause" from the nonconforming lot exception title in

subdivision 3 of 514.09. See Historical Context section for additional information.

- Minor housekeeping items and clarifications are also included in the ordinance amendment.

C. CRITICAL TIMING ISSUES:

- State Statute 473.864 requires that a City's Code of Ordinances be updated to ensure that it does not conflict with the Comprehensive Plan.

D. FINANCIAL IMPACT:

None.

E. LEGAL CONSIDERATION:

- Notice of the Planning Commission public hearing was published in the Sun Current newspaper on October 13, 2022.
- The Planning Commission unanimously recommended approval of the attached ordinance at their meeting on December 12, 2022.
- A Second Reading of this amendment has been scheduled for January 24, 2023.

ALTERNATIVE RECOMMENDATION(S):

- Approve the ordinance amendment aligning the Zoning Code with the Comprehensive Plan, eliminating the Two-Family Residential (MR-1) Zoning District, and amending the Single-Family Residential (R) District with modifications.
- Deny the ordinance amendment aligning the Zoning Code with the Comprehensive Plan, eliminating the Two-Family Residential (MR-1) Zoning District, and amending the Single-Family Residential (R) District with a finding that the proposal conflicts with the Comprehensive Plan.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description	Type
☐ Ordinance	Ordinance
☐ Zoning Map	Backup Material
☐ March 2021 Work Session Presentation	Backup Material
☐ October 2021 Work Session Presentation	Backup Material
☐ June 2022 Work Session Presentation	Backup Material

BILL NO. _____

**AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE
REGULATIONS RELATED TO TWO FAMILY USES;
CONSOLIDATING THE R AND MR-1 DISTRICTS INTO A
LOW DENSITY RESIDENTIAL ZONING DISTRICT; AND
MODIFYING LOW DENSITY RESIDENTIAL DESIGN STANDARDS
AND LOT DIMENSIONS**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1

Subsection 507.07 of the Richfield Zoning Code relating to definitions is amended to update the "townhouse" definition and to remove the "twin home" definition, to read as follows:

507.07. - Definitions.

...

Subd. 37. "Dwelling." Any building or portion thereof used exclusively for residential occupancy, including single-family, two-family, and multifamily dwellings, but not including nursing homes, rest homes, or hotels.

Subd. 38. "Dwelling, attached." A dwelling that is joined to another dwelling at one (1) or more sides by a party wall or walls.

Subd. 39. "Dwelling, detached." A single dwelling which is not attached to another.

Subd. 40. "Dwelling, multifamily." A residential building or portion thereof used for occupancy by three (3) or more families living independently of each other. **This could be an apartment, a 3-unit townhouse, or a substantially similar dwelling.**

Subd. 41. "Dwelling, single-family." A residential building used for occupancy by one (1) family.

~~Subd. 42. "Dwelling, townhouse." A building used for occupancy by three (3) or more families living independently of each other. Each dwelling unit is attached horizontally in a linear arrangement with private front and rear entrances at ground level and has a totally exposed front and rear wall to be used for entry, light, and ventilation. Dwelling units may be individually owned and an association fee may be paid for maintenance of yard and common areas.~~

~~Subd. 43. "Dwelling, twin home." A residential building containing two (2) dwelling units which are completely separate in every way except~~

~~that they share a common wall (with no openings) which separate the units and act as the dividing lot line, where each unit is situated on its own parcel of land.~~

Subd. 44. "Dwelling, two-family." A residential building used for occupancy by two (2) families living independently of each other, ~~where both units are situated on the same parcel of land.~~ This may be a duplex, a two-unit townhouse, or a substantially similar dwelling.

Subd. 45. "Dwelling unit." Residential accommodation including kitchen facilities, permanently installed, which are used for living quarters by one (1) family.

...

Section 2

Subsection 509.07 relating to Lot provisions is amended to add a new Subdivision 5, to read as follows:

509.07. - Lot provisions.

Subdivision 1. One building and use. Except in the case of planned unit developments, group housing developments, and developments in the Mixed-Use Districts, only one (1) principal building and use may be located on a lot. This subdivision is not intended to prohibit similar types of uses from occupying a multi-tenant building if all other requirements of this Code are met.

Subd. 2. Frontage requirements. Except in a planned unit development, all lots shall have frontage on a public street.

Subd. 3. Through lots. On a through lot, the lot lines abutting both street frontages shall be considered front lot lines.

Subd. 4. Front yards. A front yard may not contain any building or other structure except fencing, ornamental outdoor furniture, parking areas, signage, and landscaping, as permitted or required under this Code or the city code except as specifically noted for through lots.

Subd. 5. Primary Residential Entrance. Homes are required to have a minimum of one (1) primary, non-garage, entrance facing an adjacent street frontage. Where there is no adjacent street to which a dwelling entrance may be oriented, or it is not practical to orient a dwelling to an adjacent street due to lot layout, topographic, or other characteristics of the site, the dwelling may orient to a walkway, courtyard, open space, common area, lobby,

or breezeway (i.e., for multiple family buildings), subject to approval by the Director.

Section 3

Subsection 512.01 of the Richfield Zoning Code relating to the zoning districts is amended to remove the MR-1 and PMR-1 designations, and to correct typographical errors, to read as follows:

512.01. - Zoning Districts.

Subdivision 1. Establishment of districts. In order to carry out the purposes and provisions of this Code, the city is hereby divided into the following Zoning Districts: (Amended, Bill No. 2008-12, 2009-5, 2009-7, 2017-6, Bill No. 2021-12)

Residential Districts	
Single Family Low Density Residential	R
Low Density Single-Family Residential	R-1
Two Family Residential	MR-1
Multi-Family Residential	MR-2
High Density Multi-Family Residential	MR-3
Commercial Districts	
Service Office	S-O
Neighborhood Business	C-1
General Commercial	C-2
Mixed-Use Districts	
Mixed-Use Regional	MU-R
Mixed-Use Community	MU-C
Mixed-Use Neighborhood	MU-N
Industrial Districts	
Industrial	I
Planned Unit Development Districts	
Planned Residential	PR
Planned Two Family Residential	PMR-1
Planned Multi-Family Residential	PMR
Planned Neighborhood Commercial	PC-1
Planned General Commercial	PC-2
<u>Planned Mixed Use</u>	<u>PMU</u>
Overlay Districts	
Airport <u>Impact</u> Runway Overlay District	AR

Penn Avenue Corridor Overlay District	PAC
Cedar Avenue Corridor Overlay District	CAC
Veterans Park Area Overlay District	VPA

Section 4 Subsection 512.05 of the Richfield Zoning Code is amended to remove the MR-1 column, to read as follows:

512.05. - Permitted, Conditional, Accessory and Prohibited Uses in Residential Districts.

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Residential Districts. Refer to Sections 514 through 527 for complete regulations.

P: Permitted
A: Accessory
C: Conditional
N: Null or Prohibited

Land Use	R	R-1	MR-1	MR-2	MR-3
Residential					
Single-family detached dwellings	P	P	P	N	N
Two-family dwellings	C P	N	P	P	P
Twin homes	N	N	C	N	N
Multifamily dwellings (minimum 3 units)	N	N	N	P/C	P/C
Cluster home developments	C	N	C	C	N
Other					
Bed and breakfast inns	C	C	N	N	N
Cemeteries	C	N	N	N	N
Day care facilities	P/C	P	P/C	P/C	P/C
Emergency shelters	C	N	C	C	C
Fences, walls and hedges	A	A	A	A	A
Foster family homes	A/C	A/C	A/C	A/C	A/C
Garages/carports for a residential structure	A	A	A	A	A
Gazebos/greenhouses	A	A	A	N	N
Governmental buildings	P	N	C	C	C
Home occupations	A	A	A	A	A
Libraries (public)	P	N	C	C	C
Parking	A	A	A	A	A
Private driveways	A	A	A	A	A
Public utilities, major	C	C	C	C	C

Land Use	R	R-1	MR-1	MR-2	MR-3
Public utilities, minor	A	A	A	A	A
Recreational facilities, noncommercial, principal use	C	C	C	N	N
Religious institutions	C	N	C	C	C
Residential care facilities	P	P	P/C	P/C	P/C
Roomer	A	A	N	N	N
Satellite dish antennas	A	A	A	A	A
Schools, public or private	C	N	C	C	C
Storage buildings	A	A	A	A	A
Swimming pools, private	A	A	A	A	A
Telecommunication towers	C	C	C	C	C
Utility buildings accessory to telecommun. towers and antennas	A	N	A	A	A

Section 5

Section 514 of the Richfield Zoning Code related to the R, Single-Family Residential District is retitled and revised to read as follows:

SECTION 514 - ~~SINGLE-FAMILY~~ **LOW DENSITY** RESIDENTIAL DISTRICT (R)

514.01 Purposes. The purposes of the R District regulations are to protect and preserve the ~~single-family~~ **low density** residential character of the R District; reserve appropriate locations for ~~single-family~~ **low density** dwellings; provide opportunities for cluster housing development; minimize traffic congestion and the overloading of utilities; and provide residential locations that are safe, attractive, and quiet.

514.03. - Permitted uses.

Subdivision 1. The uses listed in this subsection are permitted uses in the R District.

Subd. 2. Single-family (detached) dwellings **and two-family dwellings**.

Subd. 3. State-licensed day care facility serving 14 or fewer children. Care facilities located within the R District shall be subject to the same zoning regulations as single-family dwellings in the R District except that one nonresident employee shall be permitted in accordance with State requirements. (Amended, Bill No. 2016-3)

Subd. 4. State-licensed residential care facility serving six (6) or fewer persons, or a housing with services establishment registered under

M.S. 144D serving six (6) or fewer persons. Care facilities located within the R District shall be subject to the same zoning regulations as single-family dwellings in the R District.

Subd. 5. Governmental buildings and public libraries.

514.05 Accessory building and use regulations.

...

Subd. 3. Private garages (includes attached and detached) or carports:

- a) That do not exceed 1,000 square feet in floor area. In the case of detached garages, floor area shall include space devoted to vehicle parking, storage and non-garage uses such as an accessory dwelling unit, office, or similar habitable space. The first 400 square feet of space devoted to an accessory dwelling unit is exempt from this requirement, provided the site complies with part (b). Floor area shall not include crawl spaces or attic storage;
- b) That do not exceed an aggregate of 1,200 square feet (or 13% of lot area in the case of lots of 15,000 square feet or more) in floor area when combined with all other accessory buildings and attached garages on the lot;
- c) That are constructed in accordance with Subdivision 2 of this subsection; and
- d) In no event shall the height of a garage door or carport opening, measured from the floor to the trim covering the door header, exceed nine (9) feet.
- e) **Attached garages where one or more garage doors face a street:**
 - i. **the total width of all garage doors on that building elevation shall not exceed 50 percent of the width of that elevation. A garage door is considered to be facing a street where the opening is parallel to, or within 45 degrees of, the street right-of-way line.**
 - ii. **Attached garages shall not extend closer towards the front lot line than the facade of the habitable first story portion of the primary structure.**

...

Subd. 6. Private driveways, parking areas, turnaround areas, and sidewalks for residential uses, provided the following conditions are met:

- a) All such driveways, parking areas, turnaround areas, and sidewalks shall be set back no less than one foot from any lot line abutting another parcel, except that upon written request

from the landowner, the Director may reduce or rescind this setback requirement for shared access agreements or with a finding of necessity and public convenience;

- b) All such driveways, parking areas, turnaround areas, and sidewalks shall be constructed with concrete, asphalt, concrete pavers, brick set in compacted sand, or other material approved by the Director;
- c) ~~No parking area shall be permitted in the front yard area except as allowed by paragraph d);~~
- d) Within the front yard area, vehicles shall only be parked on the driveway area;
- e) Driveways, where located within the boulevard or the front yard area, are subject to the following requirements:
 - i. Width shall not exceed 35 percent of the front yard area, up to 20 feet maximum, whichever is less (curb cut radii excluded);
 - ii. Driveway width shall not exceed the width of the curb cut within 20 feet of the curblines. Beyond that point, width may increase to the number established by item (i). The expanded portion of the driveway shall be screened with plantings;
 - iii. Curb cut radii (five (5) feet minimum) shall not encroach upon the boulevard of abutting properties;
 - iv. On corner lots, driveways shall be set back at least 30 feet from an intersection, as measured from the point where the extended curblines of the streets intersect;
 - v. Only one (1) curb cut shall be permitted from a public street to a lot. Lots with alley access shall not be permitted to install a curb cut;
 - vi. Upon written request from the landowner, items (i), (ii), (iii), (iv) and (v) above may be varied by the Director with a finding of necessity and public convenience;
- f) Any expansion, installation, or replacement of a driveway, parking or turnaround area on a lot shall be subject to a city permit;
- g) Any expansion, installation or replacement of a curb cut from a public street to a lot shall be subject to a city permit and any curb cut abandoned with the installation of a new cut shall be extinguished and replaced with curb and gutter according to specifications determined by the Director of Public Works;
- h) A turnaround area may be located within a front yard subject to the requirements of this paragraph. The turnaround area is limited to the front yard of arterial streets only. The turnaround area cannot exceed 150 square feet. The turnaround area must be contiguous to the driveway. The turnaround area shall be set back no less than three (3) feet from any public sidewalk.

...

Subd. 8. Internal, attached, and detached accessory dwelling units shall be allowed, provided that:

- a) The principal residential structure is a permitted or conditional single-family **or two-family** dwelling;
- b) No more than one accessory dwelling unit shall be allowed on a lot;
- c) The lot must meet current minimum width and depth requirements;
- d) The creation of an accessory dwelling unit shall not create a separate tax parcel;
- e) An owner of the property must occupy at least one dwelling unit on the lot as their primary place of residence. Proof of homesteading shall be required and variances from this provision shall not be considered;
- f) A rental license for the non-owner-occupied unit shall be required in accordance with Section 407 of the City Code;
- g) Accessory dwelling units must have a minimum area of 300 square feet and cannot exceed 800 square feet or the gross floor area of the principal dwelling, whichever is less;
- h) Principal dwelling units must continue to meet minimum floor area requirements or not increase the degree of nonconformity in this matter;
- i) The primary exterior materials of an attached accessory dwelling unit must match those of the principal structure. Exterior materials for new construction related to any type of accessory dwelling unit must match the structure to which it is attached;
- j) The creation of an attached or internal accessory dwelling unit shall not result in the creation of additional entrances facing the public street on the primary structure;
- k) Exterior stairways leading to an upper story accessory dwelling unit shall be allowed so long as the staircase and railing are not constructed with raw or unfinished lumber;
- l) Detached accessory dwelling units are permitted only as a part of an approved accessory garage structure;
- m) Conversion of garage space to an accessory dwelling unit is prohibited unless the garage space is replaced. Space within a garage that exceeds what is necessary for two vehicles may be converted without replacement; and
- n) A minimum of three off-street parking spaces is required in order to add an accessory dwelling unit of any kind....

514.07. - Conditional uses. [This subdivision is amended to repeal Subdivision 2, and to renumber all subsequent subdivisions.]

~~Subd. 2. Two-family dwellings, provided the following conditions are met:~~

- ~~a) The lot shall abut an arterial or collector street;~~
- ~~b) The lot area and width shall comply with Section 514.11, Subd. 2 of this Code;~~
- ~~c) Two (2) off-street parking spaces, one (1) of which must be enclosed in a garage, shall be provided for each dwelling unit;~~
- ~~d) Private driveways, parking areas, turnaround areas and sidewalks shall comply with Section 514.05 Subd. 8 of this Code;~~
- ~~e) For new construction each dwelling unit shall contain at least 960 square feet of interior floor space, and for conversion of a single-family dwelling to a two-family dwelling each unit shall contain at least 500 square feet of interior floor space. For the purpose of this subsection, interior floor space shall include the total horizontal area of the dwelling unit as measured from the interior walls of the unit; and~~
- ~~f) The structure shall meet all setback requirements for two-family dwellings as indicated under Section 514.13, except that a single-family dwelling which does not meet the required two-family interior side setback may be converted into a two-family dwelling if the dwelling is not expanded or if the expansion meets all applicable two-family dwelling requirements.~~

...

514.09. - Prohibited uses. Any land use not listed as permitted, accessory or conditional in this Section or subsection 512.05 is prohibited in the R District unless the use is found to be substantially similar to a use listed, as determined by the city in accordance with Section 509.23 of this Code.

514.11. Lot Area, dimensions and coverage.

Subdivision 1. The standards set out in this subsection apply in the R District.

Subd. 2. Minimum lot area, dimensions and coverage.

Land use	Lot area (sq. ft.)	Lot width (feet)	Lot depth (feet)	Max. lot coverage	Maximum impervious surface
Single-Family and Two-Family¹	6,700 6,000	50 47	100	35%	45%

Two-Family	9,000	60	100	35%	45%
Cluster home Development in R-SFH Guided Area	2,900 Per Unit	60	100	35%	75%
Cluster home Development in Non-R-SFH Guided Area	4,000 Per Unit	60	100	35%	75%
Non-residential	40,000	150	100	50%	85%

¹ Every lot or plot upon which there is erected a dwelling as part of a two-unit townhouse shall have a minimum of one-half (1/2) of the minimum lot area established above and a minimum width of twenty-five (25) feet.

Subd. 3. **Nonconforming Residential Lot Dimensions.** Special grandfather clause for certain R lots. A lot that was a lot of record on or before June 1, 1995, located in the R District which does not meet the minimum requirements set forth in this Code as to area and dimensions, may be used for single-family (detached) development provided that the width of such lot is not less than 40 feet and such lot contains at least 5,000 square feet in area.

Section 514.13. Building setback and height.

Subdivision 1. Standards. The standards set out in this subsection apply in the R District.

Subd. 2. Building setback and maximum height (measurements in feet).

Use	Front	Rear	Interior Side	Street/Corner Side	Maximum Height (as defined in 507.07, Subd. 53)
Single- <u>or two</u> -family building (but see Subd. 3 and 5)	30	25	5 <u>(but see Subd. 3 and 10)</u>	12	25 <u>28</u>

Two-family building (but see Subd. 3 and 5)	30	25	10	12	25
Cluster home development in R-SFH guided area (but see Subd. 3 and 5) ¹	10	25	5	12	25 (but see Subd. 98)
Cluster home development in non-R-SFH guided area (but see Subd. 3 and 5) ¹	30	25	5	12	25 (but see Subd. 8)
Accessory - garage (but see Subd. 3-6)	30	3 (5 if utility easement or greater than 14 ft. tall)	5	12	14 ² (but see Subd. 7)
Accessory - nongarage (but see Subd. 4 and 5)	30	3 (5 if utility easement)	5	12	12 ³
Nonresidential building (but see Subd. 5 and 7)	40	30	30	30	42
Accessory building to nonresidential use (but see Subd. 5)	40	10	10	30	15

¹ Setbacks for cluster home developments shall apply to the perimeter of the development. Setbacks between attached and detached units within a **townhome or a** cluster home development must comply with applicable building and fire codes. (Added, Bill No. 1996-22)

² For garages, height is measured on the side of the building with the vehicle door.

³ For nongarage accessory structures, height is measured from the ground level to the highest point of the roof.

Subd. 3. Setback reductions for principal buildings. The following setback reductions apply in the R District:

- a) On a corner lot, the street side setback requirement shall be the lesser of 12 feet or the established street side setback of the existing principal building on the same lot for single-family, two-family and cluster home development structures. In any case the provisions of paragraphs d) and e) of this subdivision shall be applicable; (Amended, Bill No. 1996-22)
- b) The front setback requirement for a new single-family dwelling, two-family dwelling, or cluster home development on a lot may be reduced to not less than the average existing front setback of the dwelling(s) which front on the same street and abut such lot, to a minimum setback of 20 feet; (Amended, Bill No. 1996-22)
- c) With respect to ~~single-family~~ homes existing on or before June 1, 1995, the interior side setback requirement may be reduced to not less than three (3) feet for the purpose of constructing an attached garage or a two-car garage to replace a single-car garage, provided the following conditions are met:
 - i. A letter of consent signed by the owner of the property that abuts the interior lot line shall be submitted to the city;
 - ii. The garage shall be located a distance of not less than eight (8) feet from any building on an abutting lot;
 - iii. The width of the garage shall not exceed 20 feet, and the length shall not exceed 26 feet;
 - iv. Accessory garages built under this Subdivision are limited to 14 feet in height;
 - v. The garage wall most parallel and adjacent to the interior lot line shall have no more than a one-foot roof overhang (eave projection); and
 - vi. A drainage plan shall be approved by the Engineering Department prior to issuance of building permits.
- d) Windows or window units may project a maximum of 24 inches into a required front yard, street side yard, or rear yard of a dwelling, provided that the floor area is not increased by more than ten (10) square feet, however, in no case shall they be closer than six (6) feet from any lot line;
- e) Those items classified as "not encroachments" in Section 509.11
- f) The setback requirements for cluster home developments may be reduced to 25 feet in the front and 12 feet in the rear if the following criteria are met:
 - i. The project can demonstrate that a superior design is achieved through the reduced setback. Evidence of a superior design may include but is not limited to the

- preservation of a natural feature, creation of an amenity, creation of public open space, or incorporation of special features to meet the needs of the target population;
 - ii. The reduced setback does not adversely affect the overcrowding, or other similar impacts; and
 - iii. The impact of the reduced setback is minimized through the presence of features such as landscaping or other means of buffering, a limited number of building openings in the portion of the structure that infringes upon the setback, building orientation, minimized garage door dominance, or other similar features.
- g) In required front yards, covered porches attached to the principal building that extend no more than ten (10) feet, provided that the porch is no closer than 20 feet from the front lot line and that the design of the porch is approved by the Community Development Director. The Community Development Director must make the following findings to approve a porch encroachment up to ten (10) feet:
- i. The exterior materials of the proposed porch are consistent or complementary in color, texture and quality with those visible at the front of the dwelling;
 - ii. The roof of the proposed porch is properly proportioned to and integrated with the roof of the dwelling and has no less than a 3:12 slope;
 - iii. The base of the porch is not open and its appearance is consistent with the base of the dwelling;
 - iv. At least 65 percent of the exposed porch facade is open or occupied by windows, screens, and/or doors of transparent material; the facade constitutes the area from the floor level of the porch to the porch ceiling; and
 - v. Plans are prepared by a registered architect or reviewed by the a design advisor selected by the Community Development Department;
- The Director may attach conditions to the approval of the porch encroachment as needed to make the required findings; and
- h) In required residential street/corner side yards, covered porches attached to the front of a principal building that extend no more than ten (10) feet, provided that the porch is no closer than 20 feet from the street side lot line and that the design of the porch is approved by the Community Development Director. The Director must make the findings required by Section 514.13, Subd. 3(g). The Director may attach conditions to the approval of the porch encroachment as needed to make the required findings. (Added Bill No. 1998-12; amended Bill No. 2015-4)

- i) In the case of townhouses, the shared interior side setback may be reduced to (0) zero.

...

j)

Subd. 10. Two-family Dwelling Side Entrances. For two-family dwellings on interior lots: A main entrance to either unit from a side yard is not allowed within 10 feet of the side property line (Figure 11.1).

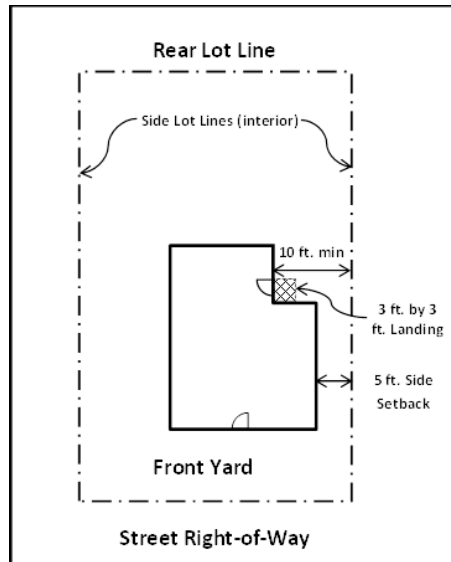


Figure 11.1

514.15. Additional regulations.

Subdivision 1. Standards. Developments shall be constructed and maintained in accordance with the standards set out in this subsection.

Subd. 2. Dimensions and floor area. Single-family and two-family dwellings ~~constructed after June 1, 1995~~ shall be a minimum of 22 feet in length and width for at least 50 percent of each distance as measured from outside wall surfaces, ~~and~~ **Single Family dwellings** shall contain a minimum of 960 square feet of gross floor area. **Two-Family dwellings shall contain a minimum of 800 square feet of floor area per dwelling unit.** Dwellings in cluster home developments shall be a minimum of 16 feet in width for attached units.

Subd. 3. ~~Garage planning. Building plans submitted after July 5, 2008 for new single-family dwellings 1,200 square feet or less shall include garage space for not less than one (1) vehicle, and shall designate area on the lot for future construction of garage space for a second vehicle that will not~~

~~require any variances. Building plan submitted after July 5, 2008 for new single-family dwellings over 1,200 square feet shall include garage space not less than two (2) vehicles. For the purposes of this subdivision only, each vehicle shall require a garage space of not less than ten (10) feet in width by 20 feet in depth.~~

Subd. 4. Parking requirement. ~~For two-family, twin home dwellings, and cluster home developments,~~ There shall be provided on the site at least two (2) parking spaces per dwelling unit, of which at least one (1) space per dwelling shall be enclosed in a garage. (Added, Bill No. 2014-4)

...

Section 6 Section 522 of the Richfield Zoning Code, the Two-Family Residential District (MR-1), is repealed.

Section 7 Section 529.11 Subdivision 1 of the Richfield Zoning Code related to dimensional requirements of the S-O District is amended to read as follows:

Subdivision 1. [Generally.] The following dimensional requirements apply to the S-O district. All dimensions are in feet unless otherwise noted.

Minimum lot width	Interior lot: 60	Corner lot: 75
Minimum lot area	8,000 square feet	
Maximum impervious surface coverage	75 percent	

Setbacks - building	Principal building	Accessory building
Front (see also Subd. 2)	30	30
Rear		
Adjacent to R, R-1 or MR-1 District	15	8
Adjacent to non-R, R-1 or MR-1 District	5	5
Interior side		
Adjacent to R, R-1 District	15	15
Adjacent to non-R, R-1 District	5	5
Street/corner side (see also Subd. 3)	12	12

Setbacks - parking measured from property line)	
Front (but see Subd. 5)	8
Street/corner side (but see Subd 5)	8
Interior lot line	
Adjacent to R, R-1 or MR-1 District	10
Adjacent to non- R, R-1 or MR-1 District	5

Height limitations	Principal building	Accessory building
Maximum building height	30	15
Story limitations	2 stories	1 story

Section 8

Section 532.11, Subdivision 1, of the Richfield Zoning Code related to dimensional requirements of the C-1 District is amended to read as follows:

Subdivision 1. The following dimensional requirements apply to the C-1 district. All dimensions are in feet unless otherwise indicated:

Minimum lot width	Interior lot: 60	Corner lot: 75
Minimum lot area	8,000 square feet	
Maximum impervious surface coverage	80 percent	

Setbacks - building	Principal building	Accessory building
Front (see also Subd. 2)	30	30
Adjacent to arterial roads	See Subdivision 2	
Rear (see also Subd. 4)		
Adjacent to R, R-1 or MR-1 District	10	8
Adjacent to non-R, R-1 or MR-1 District	5	5
Street/corner side (but see Subd. 3 and 4)	20	20
Interior side (see also Subd. 4)		
Adjacent to R, R-1 or MR-1 District	10	8
Adjacent to non- R, R-1 or MR-1 District	5	5
Maximum building height	30	15
Story limitations	2 stories	1 story

Setbacks - parking (measured from the property line)	
Front (but see Subd. 5)	8
Side/corner side (but see Subd 5)	8
Interior side	
Adjacent to R, R-1 or MR-1 District	10
Adjacent to non-R, R-1 or MR-1 District	5

Section 9

Section 534.11 Subdivision 1 of the Richfield Zoning Code related to dimensional requirements of the C-2 District is amended to read as follows:

Subdivision 1. The following dimensional requirements apply to the C-2 District. All dimensions are in feet unless otherwise indicated:

Minimum lot width	Interior lot: 75	Corner lot: 90
Minimum lot area	9,000 square feet	
Maximum impervious surface coverage	85 percent	

Setbacks: building	Principal building	Accessory building
Front (see also Subd. 2)	35	35
Adjacent to arterial roads	See Subdivision 2	
Rear (see also Subd. 4)		
Adjacent to R, R-1 or MR-1 District	15	8
Adjacent to non- R, R-1 or MR-1 District	5	5
Street/corner side (but see Subd. 3)	25	25
Interior side (see also Subd. 4)		
Adjacent to R, R-1 or MR-1 District	15	8
Adjacent to non- R, R-1 or MR-1 District	0	0
Maximum building height (but see Subd. 5)	40	15
Story limitations	3 stories	1 story

Setbacks: parking	
Setbacks: parking	
Front (but see Subd. 6)	8
Street/corner side (but see Subd. 6)	8
Interior lot line	
Adjacent to R, R-1 or MR-4 District	15
Adjacent to non- R, R-1 or MR-4 District	5

Section 10 Section 541.17 Subdivision 2 of the Richfield Zoning Code related to district boundaries of the Airport Impact Overlay district is amended to read as follows:

Subd. 2. District boundaries. The provisions of subsections 541.75 and 541.77 shall apply to all lots or parcels of record within the City of Richfield having an underlying zoning designation of ~~Single-family~~ **Low Density** Residential (R), ~~Low Density~~ Single-family Residential (R-1), ~~Two-Family Residential (MR-1)~~, Multifamily Residential (MR-2), and High Density Multifamily Residential (MR-3) and located within or touched by the 2007 60-64 DNL contours as shown at Appendix A of the Consent Decree, which contour map is incorporated into this ordinance by reference.

Section 11 Section 542.03 Subdivision 1 of the Richfield Zoning Code related to the scope of PUD Districts is amended to read as follows:

Subdivision 1. [Table of PUD Districts.] Planned district regulations are applied in conjunction with a guiding district, as described in the following table. The planned district provisions may modify any portion of the regulations of the guiding district or other regulations of the code. The provisions may apply additional requirements or allow exceptions to general regulations:

PUD District	Abbreviation	Guiding Districts
Planned Residential	PR	R and R-1
Planned Two-Family Residential	PMR-1	MR-1
Planned Multifamily Residential	PMR	MR-2 and MR-3
Planned Service Office	PS-O	PS-O
Planned Neighborhood Commercial	PC-1	C-1
Planned General Commercial	PC-2	C-2
Planned Mixed Use	PMU	MU-N, MU-C, and MU-R
Planned Industrial	PI	I

Subd. 2. Minimum area. A PUD district shall contain not less than one (1) acre (43,560 square feet) in lot area. With respect to planned unit developments only, lot area may include (at the discretion of the Director), areas of the right-of-way that are improved and integral to the design of the project. (Amended, Bill No. 2014-4)

~~Subd. 3. PMR-1 density limitation. In the PMR-1 District, the density of two-family dwellings shall not exceed ten (10) dwelling units per acre.~~

...

Section 12 Section 549.23, Subdivision 1, of the Richfield Zoning Code related to the Residential District signage is amended to read as follows:

Subdivision 1. Residential districts.

a) Within residential zoning districts, freestanding signs are permitted as follows:

District	Maximum sign area of single sign	Maximum height	Total area of all freestanding signs
R, R-1, MR-1	6 square feet	6 feet	12 square feet
MR-2, MR-3	24 square feet	8 feet	36 square feet
Permitted Nonresidential Uses	50 square feet	20 feet	100 square feet

b) Within residential zoning districts, wall signs are permitted as follows:

District	Maximum sign area of single sign
R, R-1, MR-1	Not permitted except as required by Section 549.21,
MR-2, MR-3	10 percent of total wall area of the wall to which sign
Permitted Nonresidential	10 percent of the total wall area of the wall to which

- c) Within residential zoning districts, the following types of signs are prohibited:
- i. Dynamic displays, except for nonresidential uses; and
 - ii. Marquee signs; and
 - iii. Any sign not expressly permitted by this subdivision is prohibited in residential districts.
- b. Scoreboards for public parks and public or private schools are permitted as follows:
- i. One (1) scoreboard not exceeding 18 feet in height or 100 square feet is surface area is allowed per playing field, not including fields used only for practice; and

- ii. Commercial or noncommercial speech shall be permitted on the scoreboard as follows:
 - 1. Commercial and noncommercial messages shall not comprise more than 25 percent of the area of the scoreboard; and
 - 2. Commercial and noncommercial messages shall not be illuminated.

Section 13 The Zoning District titles in Appendix I - Boundaries of Zoning Districts, are amended to read as follows:

...

Section 6. – **Low Density Residential** ~~Residence~~ District (R).

...

Section 11. - **Single Family Residential** ~~Residence~~-District (R-1).

...

Section 19. - Airport **Impact** ~~Runway~~ Overlay District (AR).

...

Section 14 Appendix I – Boundaries of Zoning Districts, Section 12, Paragraphs (1) through (81) of the Richfield City Code is repealed, rezoning all affected property as Low Density Residential District - R.

Section 15 Subdivision 6 of City Code subsection 1305.27, relating to Additional prohibitions for Traffic, Motor Vehicles, And Other Vehicles (Chapter XIII), is amended to read as follows:

Subd. 6. Vehicle parking and storage limitations and requirements. The number of motor vehicles that may be parked on a driveway or approved parking area of a residential property in the R, **and** R-1 ~~and MR-4~~ zoning districts shall be limited as follows: (Added, Bill No. 2007-19)

- a) Number of vehicles. The total number of vehicles shall be limited to four (4) per unit. No more than one (1) vehicle of this total shall be a recreational vehicle as defined by Section 1325 of the City Code;
- b) Counting of vehicles. Vehicles temporarily parked at a residence for visitation or business service reasons shall not be counted for the purposes of these numerical limitations. All other vehicles not housed in a garage, including inoperable vehicles as defined by Section 1320.13 of the City Code, shall be counted as vehicles for the purposes of determining the number of vehicles parked on a driveway or parking area of a residential lot. Nothing in this Section shall be interpreted as permitting the storage of vehicles if such storage is not otherwise permitted by code; and

- c) City-declared snow emergency. Vehicle limitations shall be temporarily suspended for the duration of City-declared snow emergencies.

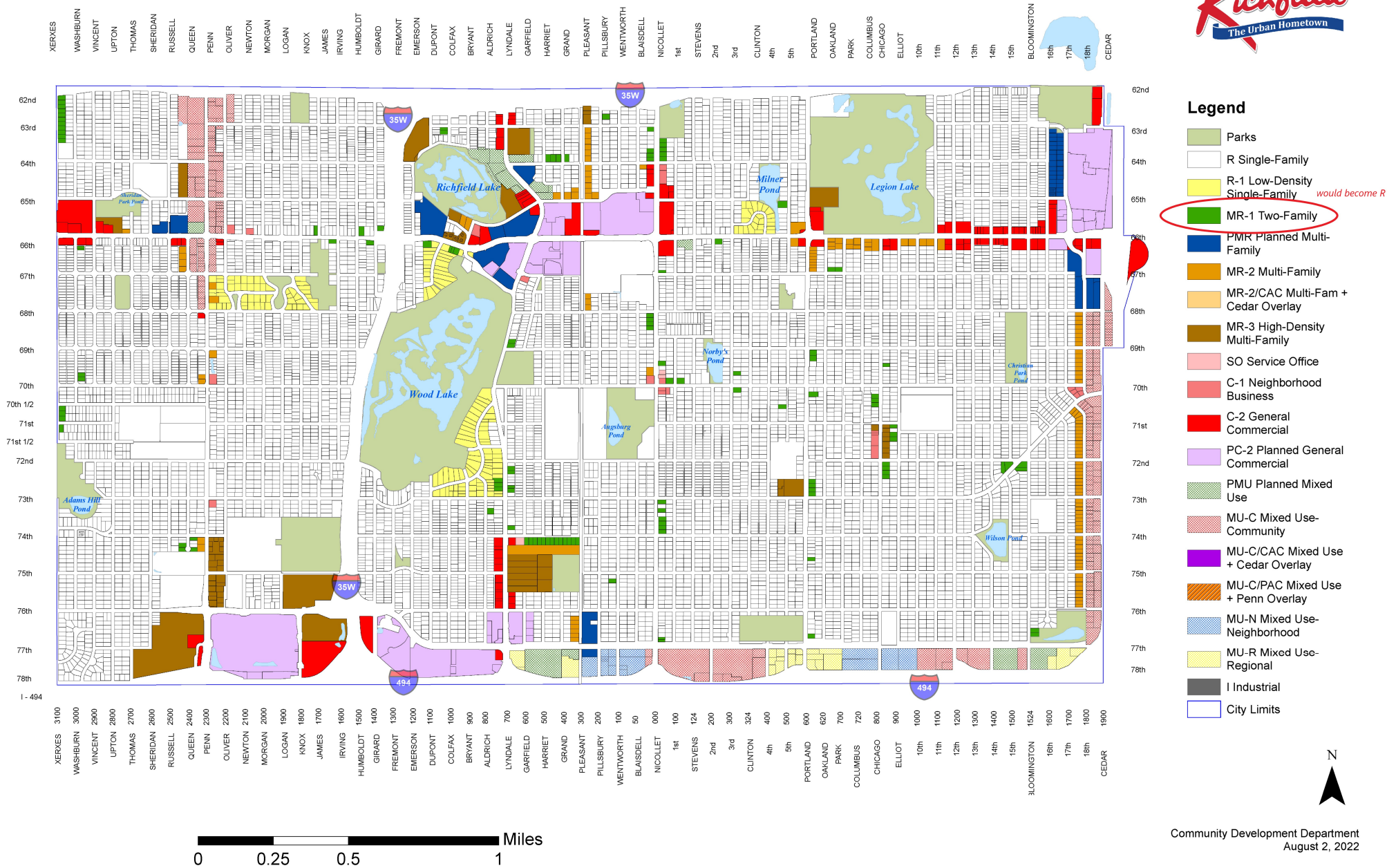
Section 16 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this ____ day of ____, 2023.

Mary B. Supple, Mayor

ATTEST:

City of Richfield Zoning Map





Residential Zoning District Update

CC/PC Work Session – March 23, 2021

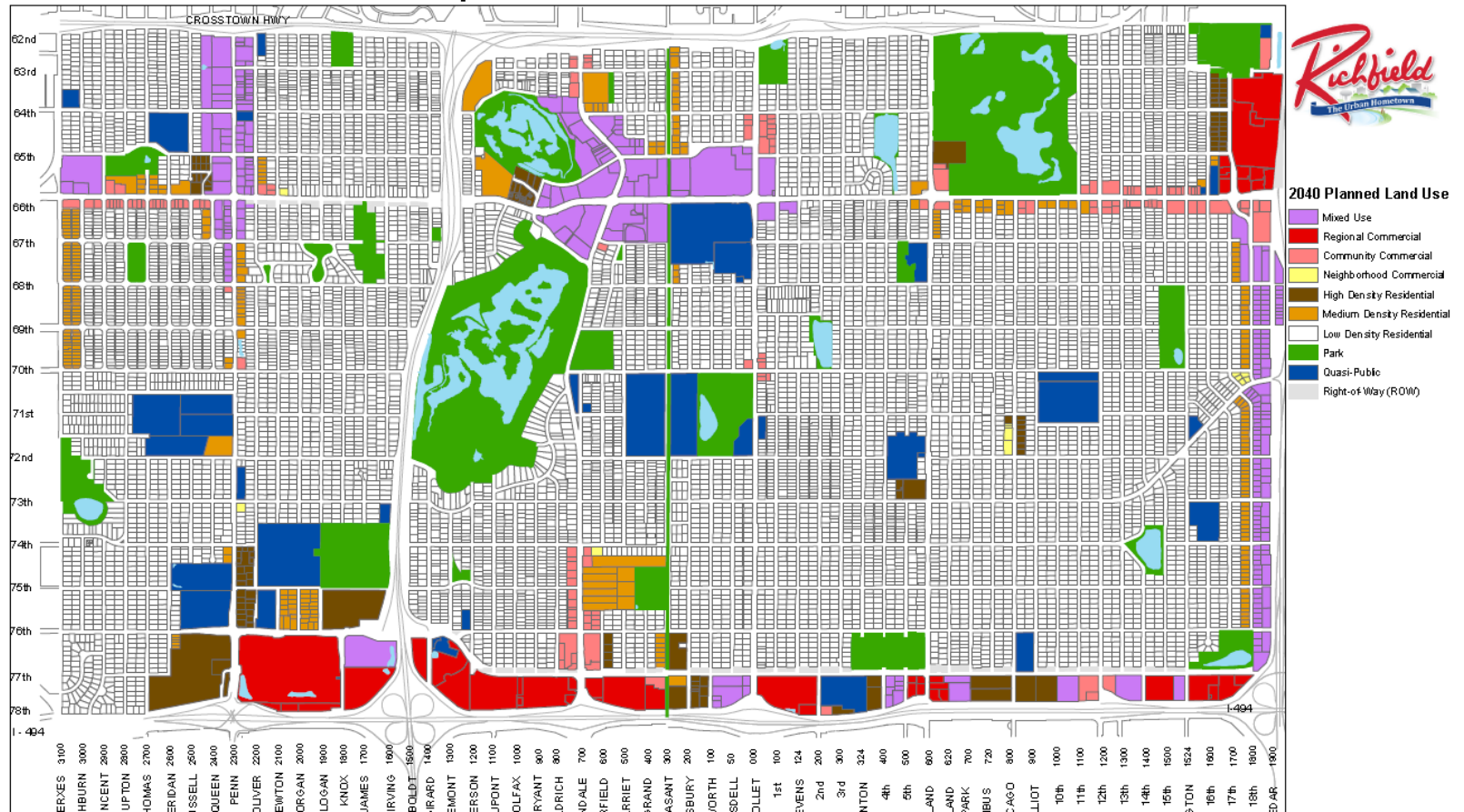


Background

- It's time to Implement the Comprehensive Plan!
- (we're compelled to align the Zoning Code with the Plan, but) We want to honor the work and engagement that was put into the plan.
- Start with the R district as the predominate Zoning Category.

Background

2040 Comprehensive Plan - Planned Land Use





R District – Single Family Home

- Current minimum lot size for single-family home: 6,700 square feet
- A high proportion of lots are nonconforming (17% or approx. 1 in 6)
- Comprehensive Plan would allow lots that are 5,886 square feet.

R District – Two Family Home

- Current minimum lot size for two-family home: 9,000 square feet.
- Conditional Use Permit required in all instances.
- Only allowed on arterials and collector streets.



So What

- We could narrowly focus on adjusting the dimensional standards
- But, we feel compelled to examine this in the context of wider issues and trends





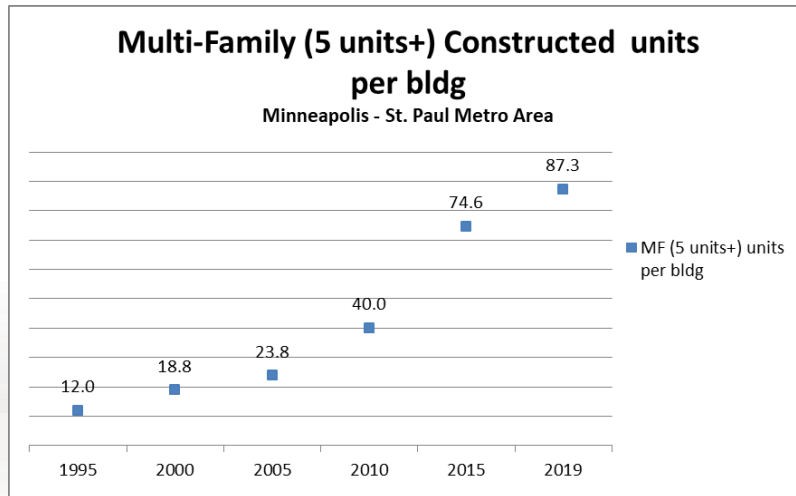
Macro trends

- People want to be in Richfield!
 - New families (proximity to key services & employment centers, high connectivity, high quality of life)
 - Existing residents/families; stay close to family, housing life cycle
- Trends in housing type delivery
- Rise of “Missing Middle” housing



MF Trends

- New MF Developments: ▲ units per building; ▼ bedrooms per unit



BEDROOMS - Renter Occupied Units (2019 ACS)

No bedroom	252	4.20%
1 bedroom	3,112	51.89%
2 bedroom	1,823	30.40%
3 bedrooms	507	8.45%
4 bedrooms	243	4.05%
5 or more bedrooms	60	1.00%

Missing Middle Housing

- Context sensitive (house-scale development)
- Wealth building

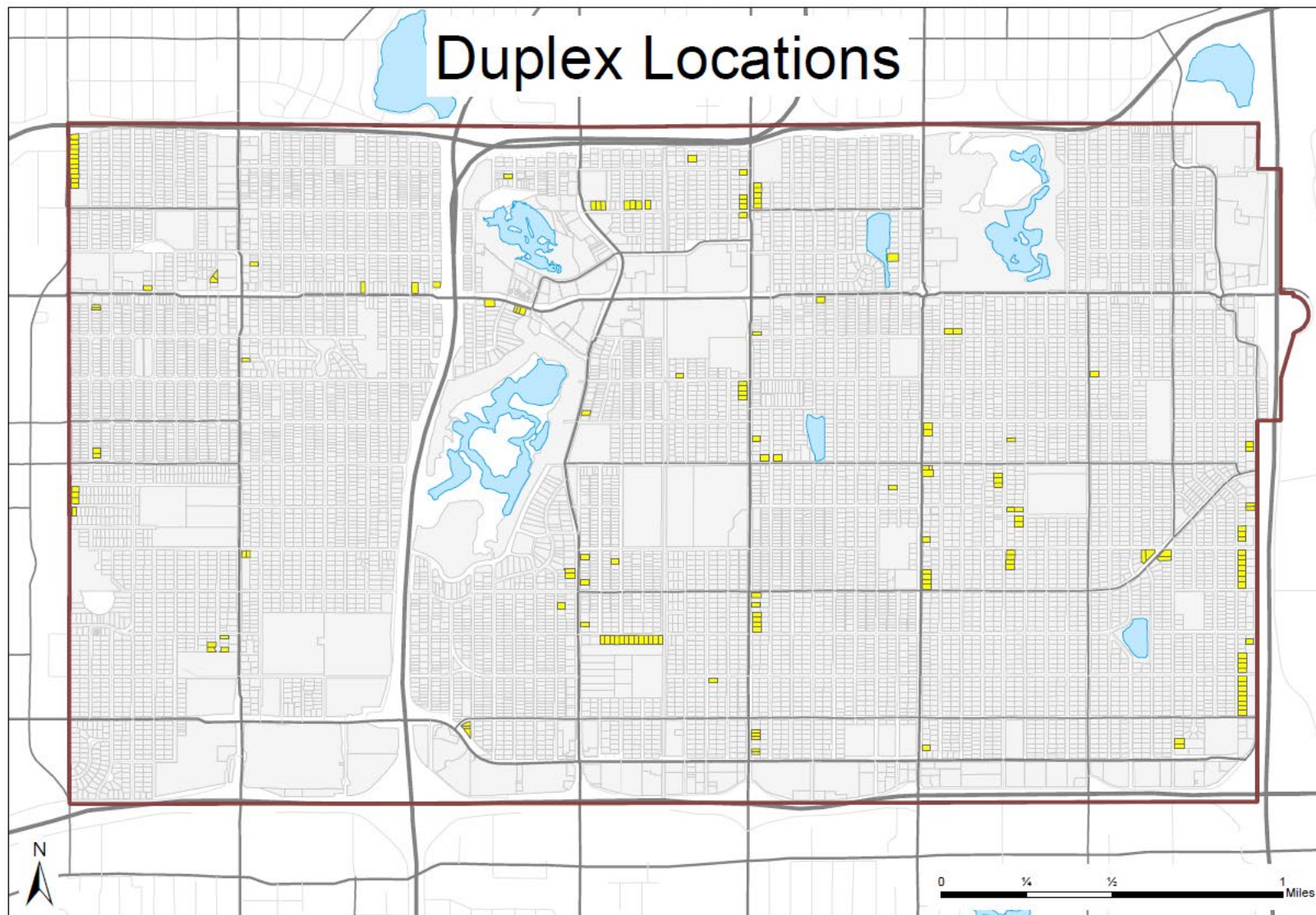


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Duplex Locations

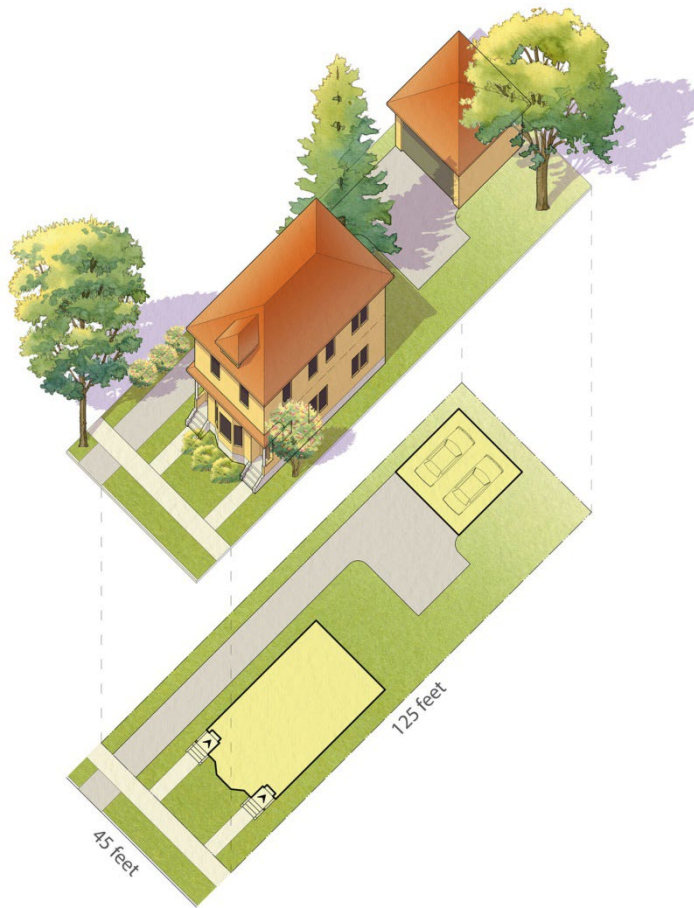


Legend

- Duplexes
- Functional Classification
 - PA- Interstate
 - PA- Freeway
 - PA- Other
 - Minor Arterial
 - Major Collector
 - Minor Collector
 - Local



MMH: Duplex





What direction we want

- Continue to explore allowing duplexes
 - Where
 - By-right
- Direction on Lot sizes





Next Steps

- Take direction from tonight's discussion and work on the details for the R District
- Additional areas to align Zoning with the Comp Plan
 - Change in zoning designations
 - Examine the provisions of additional Districts



**Thoughts, Comments,
Questions?**



Question

- At some point in your life have you lived in a...
 - Single Family Home?
 - Townhouse?
 - Duplex or triplex?
 - Apartment building or condo?



Missing Middle Housing



Session Overview

- Start with brief background on Zoning and Development in the Community
- Overview of proposed R district Changes
- Framework for changes to duplex regulations

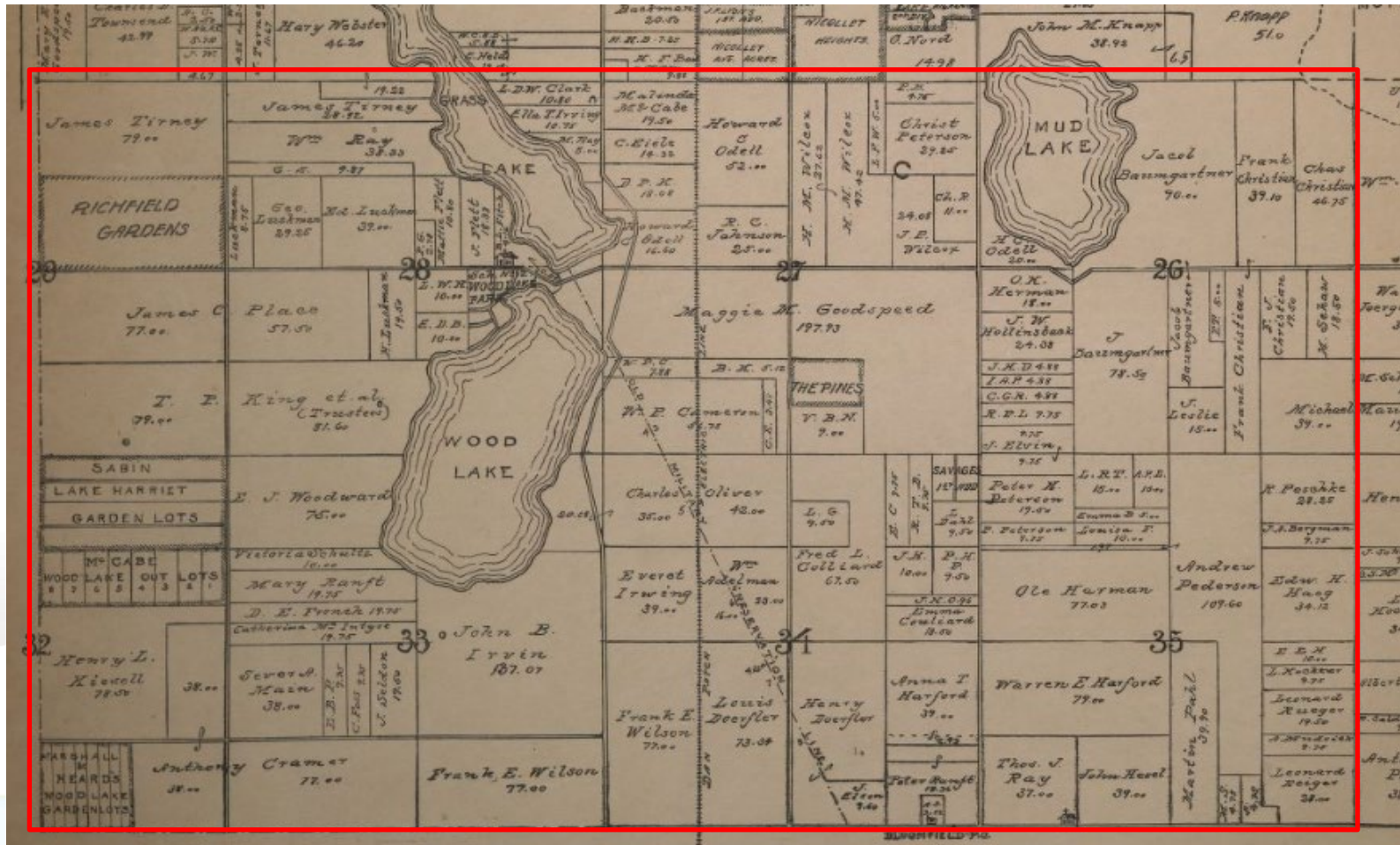
Process Overview

- Align Zoning with guidance of the Comp Plan
- Started with LDR areas, the largest geographic area
- honor work that went into the Plan, and obligated to allow property owners to develop up to the maximum limits

Background

- Timeline tells a powerful story about the role of zoning in the development of the community.
 - Speaks to who was welcome in the community.
- Important to examine for our commitment to rooting equity in our work

Pre-war Richfield

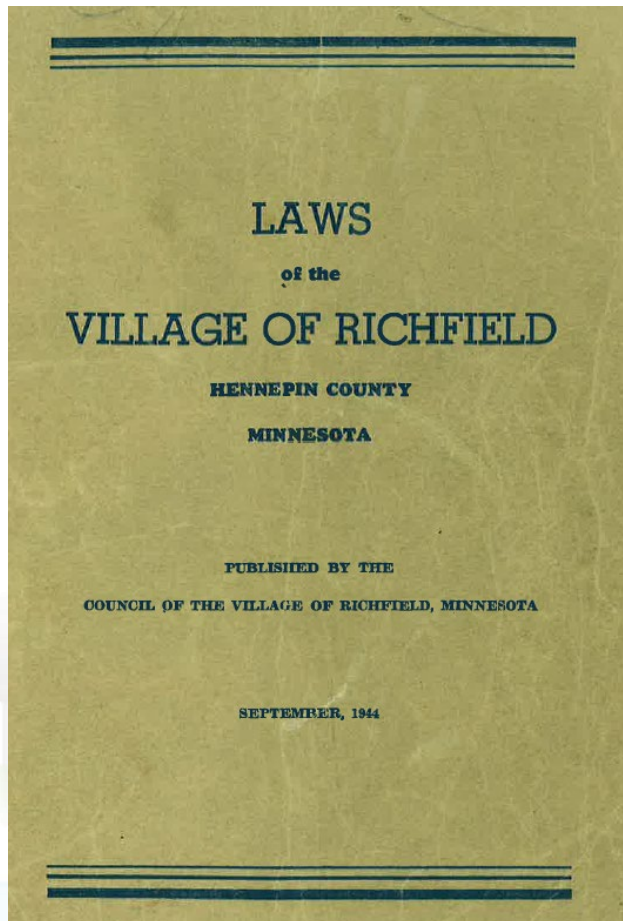


Atlas of Hennepin County, Minnesota (1913)

Richfield in 1940



Then in 1941....



VILLAGE OF RICHFIELD 17

62nd
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the
78th

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the

Section 4

Use Regulations for Residential District.

In the Residential District, unless otherwise provided in this ordinance, no building or land shall be used and no building shall hereafter be erected or altered except for one or more of the following uses, to-wit:

A. One-family or two-family dwellings and their accessory buildings, including a private garage of not more than two-car capacity.

B. Home occupations, which shall include any use customarily conducted entirely within a dwelling and carried on by the inhabitants

or detrimental to the District in which it is located.

Section 7 Area Regulations for Residential Districts:

1. Not more than one single family dwelling may be erected on any platted lot in said District, provided, however, that if the area of any lot exceeds 10,000 sq. feet, a two-family dwelling may be erected thereon.

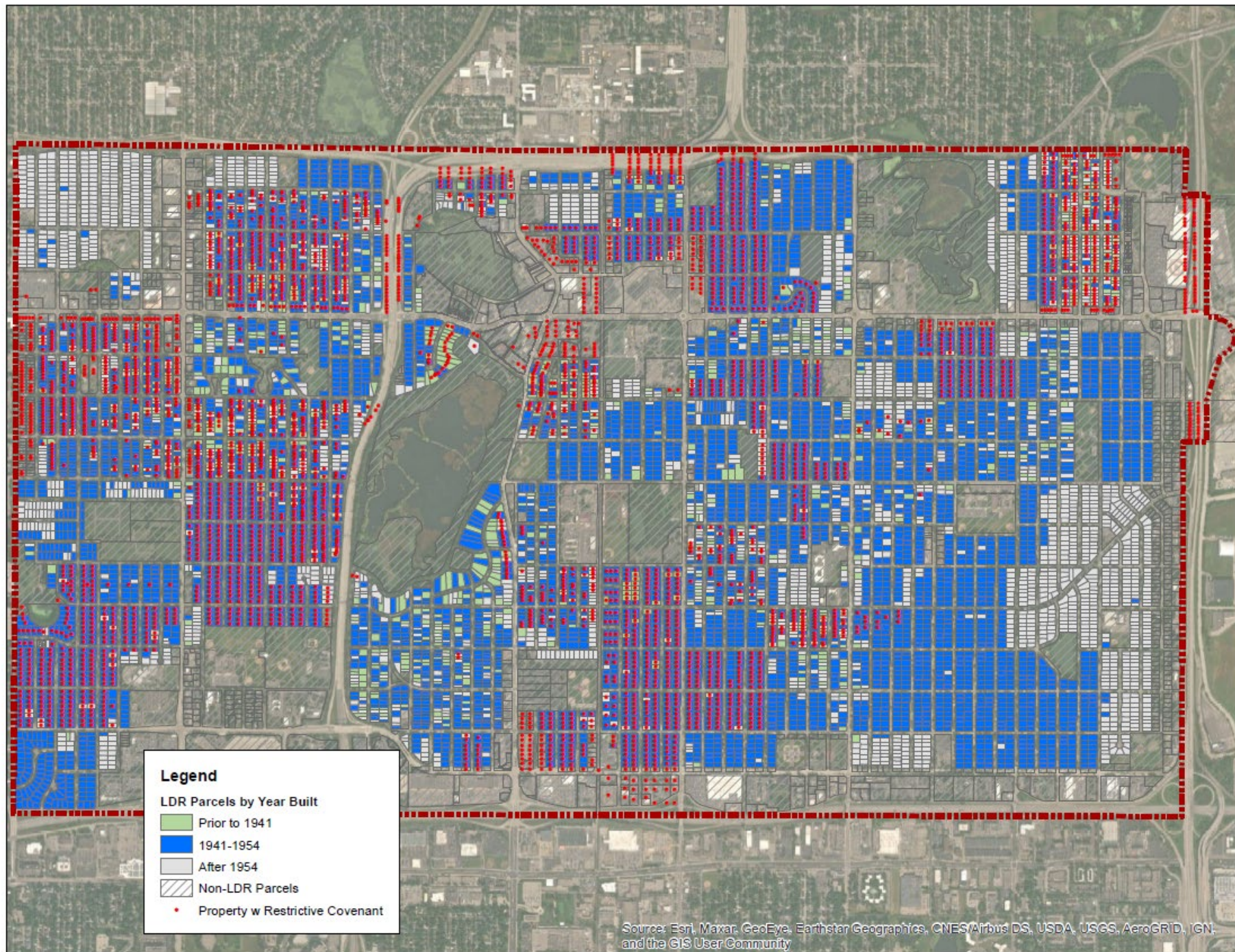
B. Each building in said Residential District shall have a front yard of not less than 30 feet.

C. Each building in said Residential District shall have two side yards, one on each side of the building. Said side yards, in the case of one and one-half story or smaller buildings, shall have a width of not less than 5 feet and in case of larger buildings, the side yards shall be not less than 15 feet in width.

D. Each dwelling located on a corner lot in said Residential District shall have a side yard on the side abutting upon a street of not less than the minimum front yard depth requirement on the adjoining interior lot, but this shall not reduce the buildable width of any corner lot to less than 30 feet.

Richfield in 1957

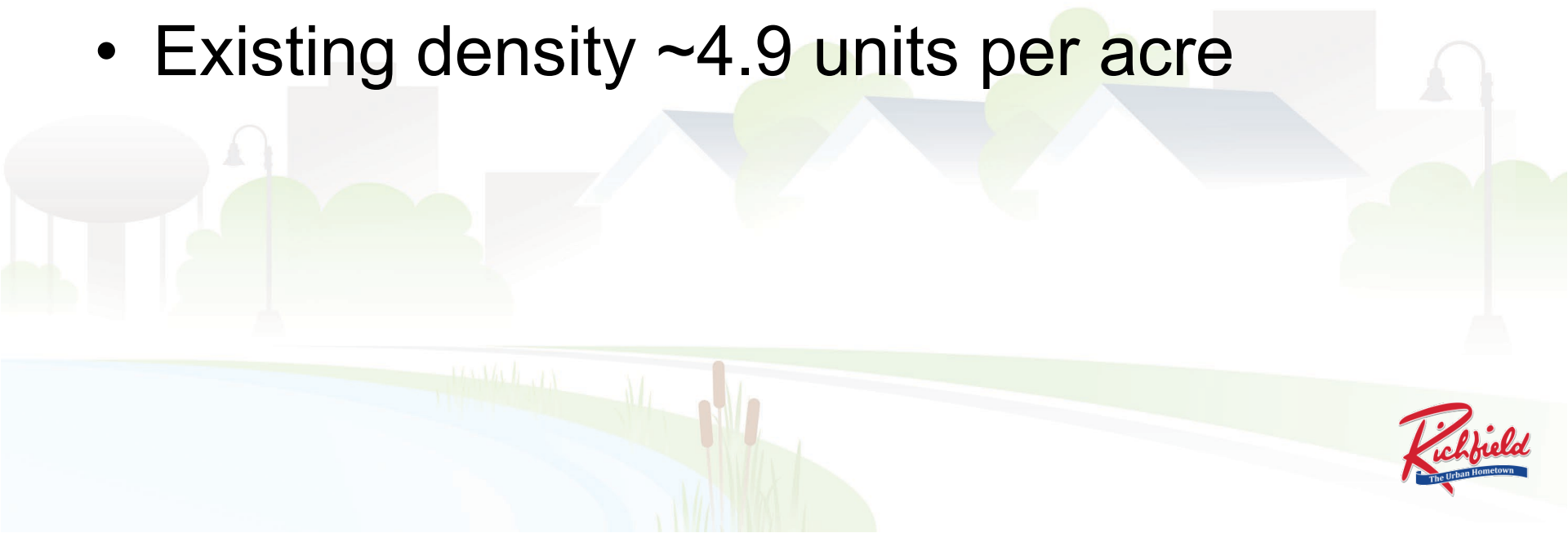






LDR

- Allows for the mixture of single-family detached and attached units, such as duplexes and lower density townhomes.
- 1-7.4 units per acre
- Existing density ~4.9 units per acre





LDR

- The R District is the primary Zoning Category for areas guided LDR.
- R District evaluation in part an academic exercise to get up to 7.4 units per acre.





LDR – R District

- Proposed Changes for R district:
 - 6,000 sq. ft. Lot Area Minimum [6,700 sq. ft. existing]
 - 45 ft. Lot Width Minimum [50 ft. existing]

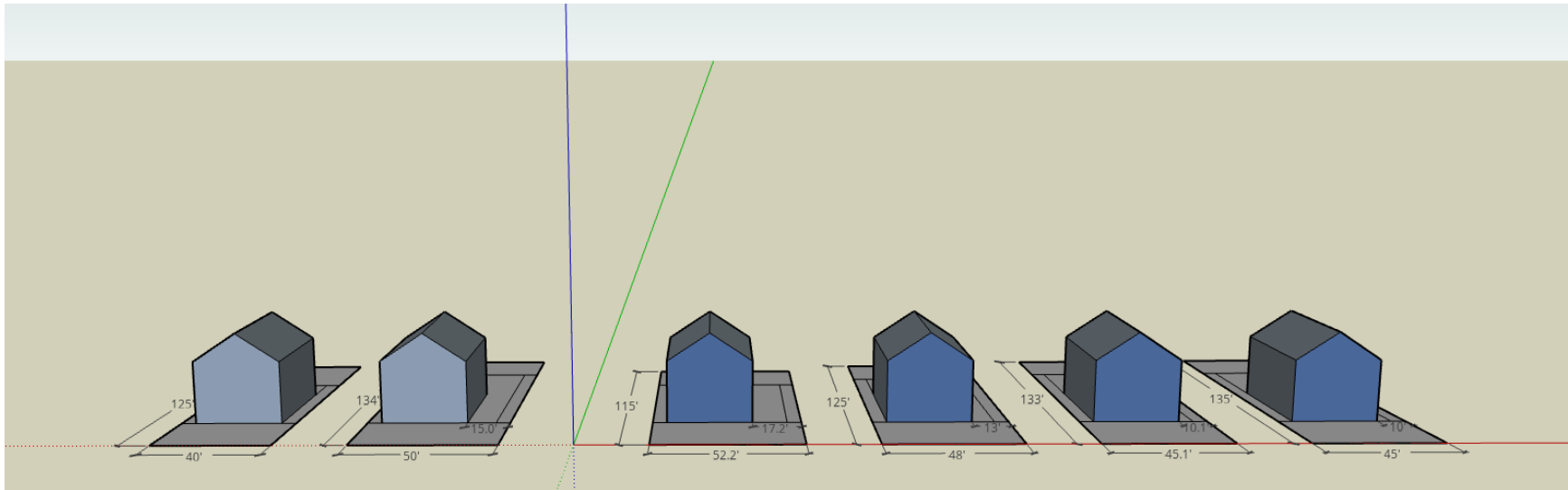




LDR – R District

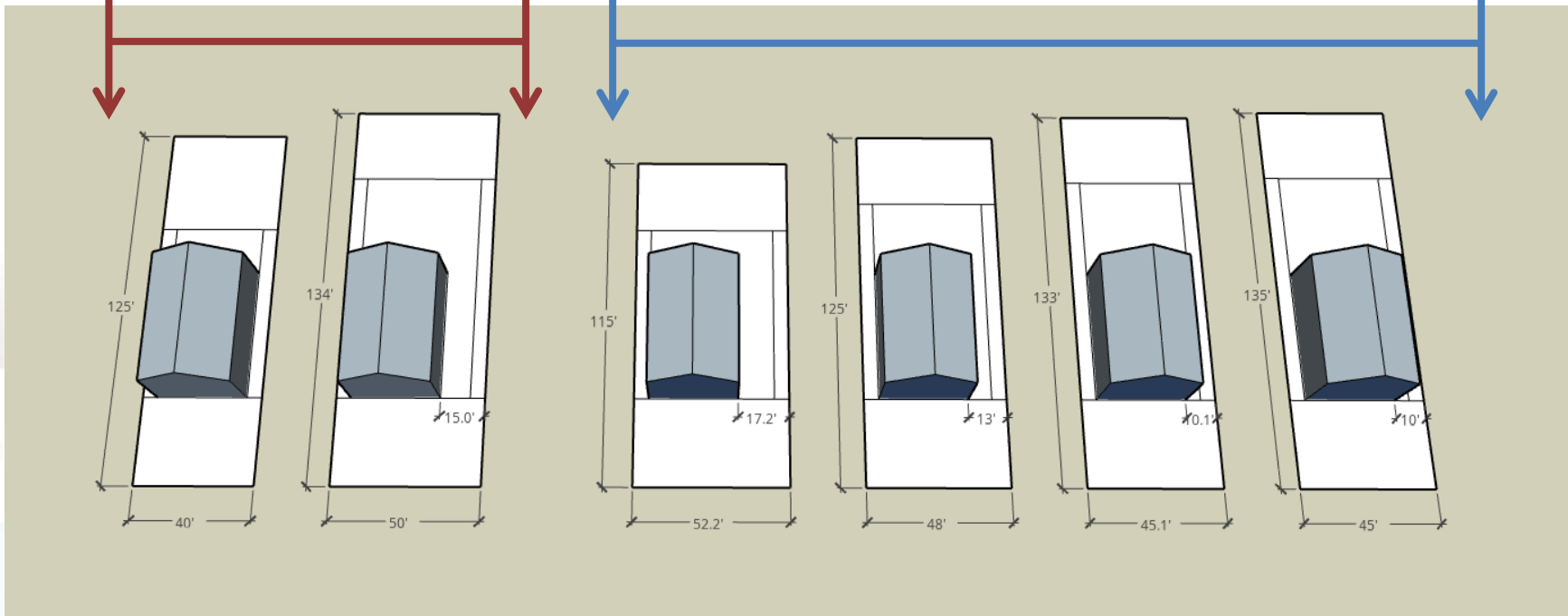
- Proposed Changes for R district Continued:
 - Eliminate Lot Depth Minimum [100 ft.]
 - Expand eligibility for duplexes
 - More later...





Existing Minimum

Proposed Minimum





LDR – Other Zoning Districts

- Maintain R-1 as is.
- Dissolve MR-1 district, rezone those properties to R.
- Update Nomenclature
 - LDR & LDR-Large lot





Duplexes

- In March we heard openness to expanding permissions for duplexes.
 - at a minimum, allow by-right on busier roads, street corners, and near more intense zoning
 - Allow as a conditional use everywhere else
- Goal of introducing these types into established neighborhoods with predictable results



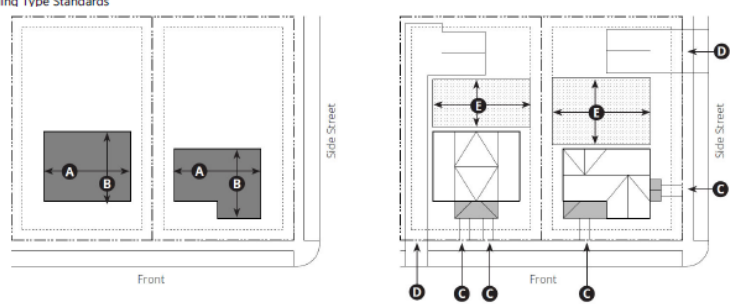
Building Form

- Looking at form based coding principles to make sure new development/redevelopment fits the neighborhood.
 - Form based concepts are already in the zoning code i.e. build to lines in the MU Districts

FBC at the LDR scale

- Iowa City, IA Example:
 - Duplex side-by-side
 - Height
 - Building dimensions
 - Main Body and Wings
 - Building frontage
 - Frontage design requirements
 - i.e. porch, inset porch, stoop, etc.
 - Parking location

Building Type Standards



Key

- ROW / Design Site Line
- Setback Line
- Building Type

3. Building Size and Massing

a. Height	T3NE	T3NG
Max. Number of Stories	2.5	2.5

b. Main Body¹

Width	48' max.	A
Depth ²	40' max.	B

c. Standards

(1) Facades facing a street or civic space must be designed in compliance with 14-2H-7 (Architectural Element Standards).

(2) Maximum one Carriage House is allowed per 14-2H-6C (Carriage House).

(3) Rooftop Room allowed on uppermost roof per 14-2H-7F (Rooftop Room).

¹ In compliance with the standards of the zone.

² When a porch is designed to extend the full width of the front facade (excluding garages), the maximum main body depth may be increased by five feet.

4. Allowed Frontage Types

Porch Projecting	14-2H-8C
Porch Engaged	14-2H-8D
Dooryard	14-2H-8E
Stoop	14-2H-8F

Key

- ROW / Design Site Line
- Setback Line
- Frontage Type
- Private Open Space

5. Pedestrian Access

a. Main entrance location at Front Street, Side Street, or Passage. C

b. Each unit shall have an individual entry facing the street on, or within 10' of the front facade.

6. Vehicle Access and Parking

a. Driveway and parking location shall comply with standards in Item 7 (Parking) of the zone. D

b. Alley access is required if alley exists.

7. Open Space

a. Private Open Space

Area Per Unit	225 sf min.	E
Dimension	15' min.	

b. Standards

(1) Open space not required if building is located within 1,500 linear feet of a civic space.

(2) Driveways shall not be included in private open space calculation.

(3) Required private open space shall be located behind the main body of the building.

(4) Required private open space may only be paved with decorative paving.

Public Review Draft – June 2021

Article H: Zones and Standards

67



Visual Preference Survey

- Help calibrate these form based principals to Richfield.
- It will show a building (duplex) in the region
- Prompt will be if the displayed image is appropriate for the Community, open ended comments
- Divided into sections focusing on:
 - Building bulk, Entries/Porches/Stoop, Parking (Garages and Driveways), and Exterior Design.



Visual Preference Survey

Exterior Design

In this section consider the overall exterior design of the buildings shown. Is the exterior design appropriate for Richfield's neighborhoods? When making your choice be sure to consider the materials, roof pitch, building articulation (changes in the depth of the surface of a building face), and the amount of window area.



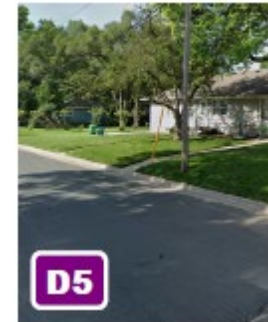
D1



Explain any of your above choices here:



D2



D5



Explain any of your a



D7



Explain any of your a





Public Engagement

- As a Zoning Amendment, a PH at the PC is required; followed by two readings by the Council
- Visual Preference Survey to public?



Discussion Questions

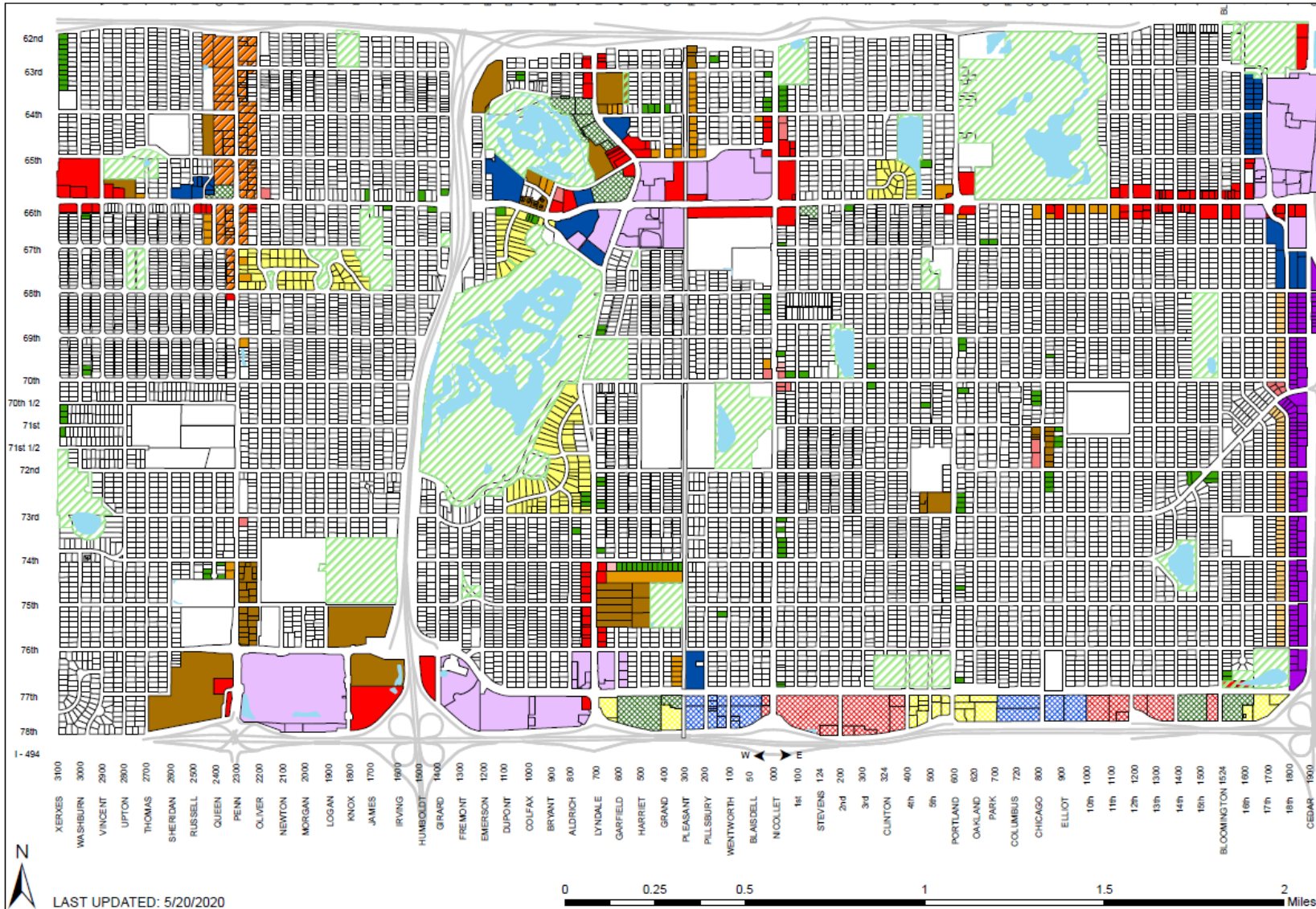
- Concurrence on direction on SF lot changes.
- Interest in Form-based Principles as the direction we're heading with non-SF types?
- Direction on Visual Preference Survey as means to get public input.

Richfield Zoning Map



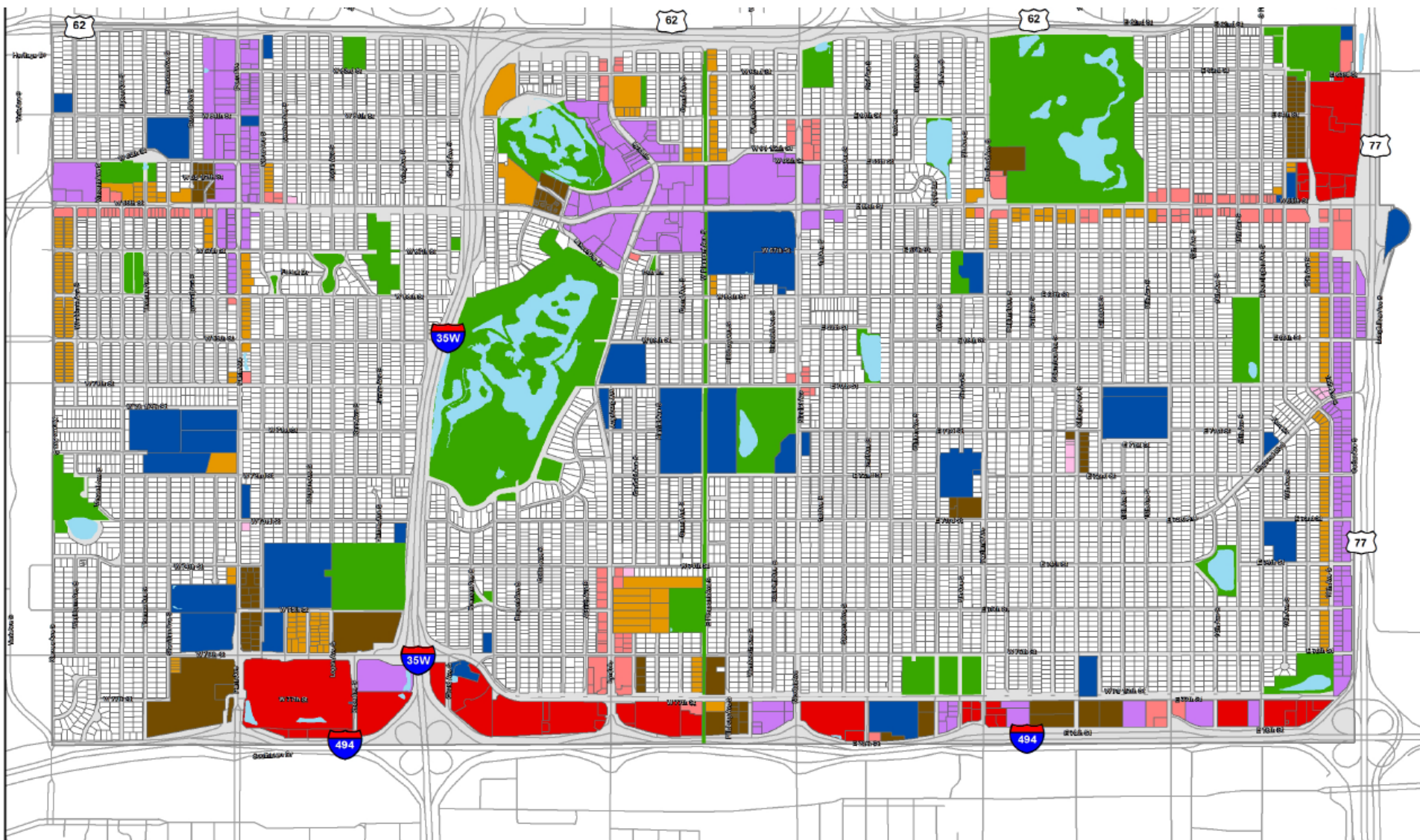
Zoning Designation

- Park (Zoning District is R)
- R Single-Family
- R-1 Low-Density Single-Family
- MR-1 Two-Family
- PMR Planned Multi-Family
- MR-2 Multi-Family
- MR-2/CAC Multi-Fam + Cedar Overlay
- MR-3 High-Density Multi-Family
- SO Service Office
- C-1 Community Commercial
- C-2 General Commercial
- PC-2 Planned General Commercial
- PMU Planned Mixed Use
- MU-C Mixed Use-Community
- MU-C/CAC Mixed Use + Cedar Overlay
- MU-C/PAC Mixed Use + Penn Overlay
- MU-N Mixed Use-Neighborhood
- MU-R Mixed Use-Regional
- I Industrial



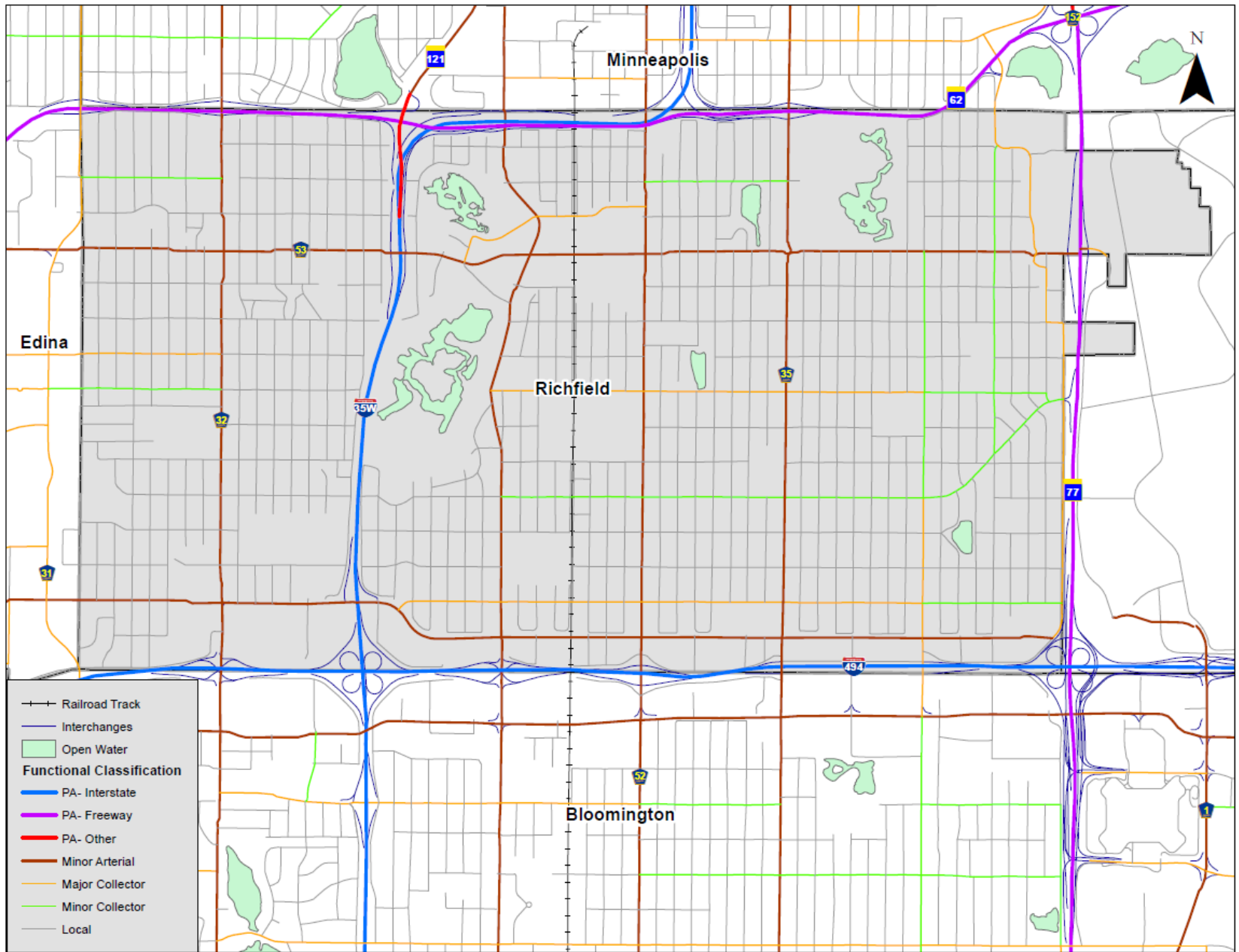
LAST UPDATED: 5/20/2020





2040 Planned Land Use







Missing Middle Housing

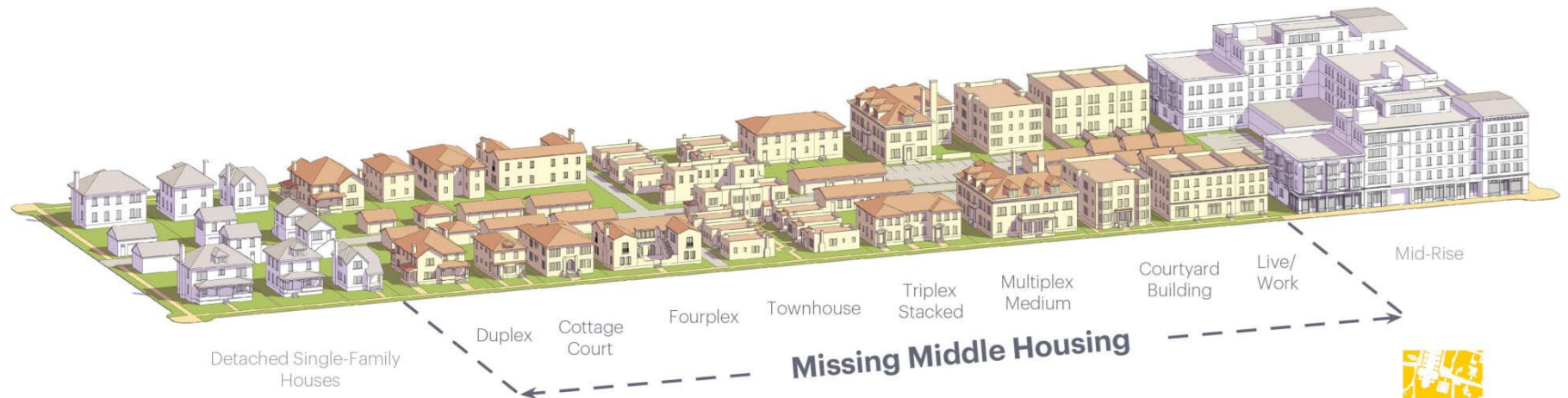


Process Overview

- Align Zoning with guidance of the Comp Plan
- Started with LDR areas, the largest geographic area
- Honor work that went into the Plan
- Obligation to allow development up to prescribed limits

Missing Middle Housing Recap

- House-scale development
- Precedent in City's Development Pattern
- Wealth building



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Process Overview

- Started with academic exercise of aligning SF regulations to density prescription (up to 7.4 units/ac).
- Heard openness to expanding eligibility for duplexes and consolidating R & MR-1
- Visual Preference Survey as means to get public input and shape policy
 - Approach: If we're to allow dplx in more locations; look at design principles that would apply to all LDR types

Visual Preference Survey

- Open for one month (Jan '22)
 - Publicized on Social Media multiple times
- 130 Responses
 - Did not collect demographic information
- Respondents prompted to provide responses on Building Size, Entries, Parking, and Overall Design.



Overall Direction

- More concern with size of the building than what goes on inside.
- **Staff Recommendation:** Allow duplexes on all lots allowing SF.
- Update the code to ensure least desirable features/characteristics are prevented.

Building Size

- Range: 95.4% - 32.8%
- Trend: Bungalow/craftsman.

Top 3



Bottom 3





Policy Direction: Size

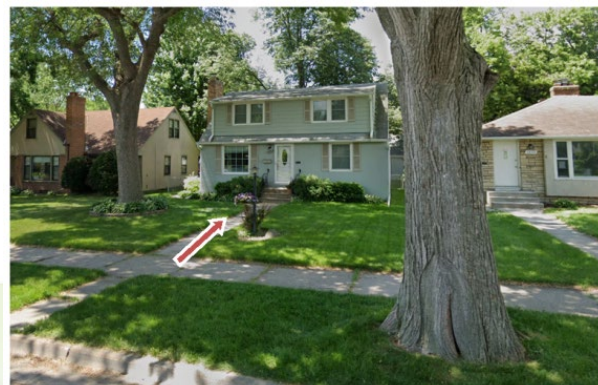
- Already have building height
 - prevailing height or height averaging to ensure consistency?
- Maximum building width?



Entry/Doorway/Porch

- Range: 96.9% - 61.5%
- Trend: All ok, sole front door rates highest

Top 3



Bottom 3





Policy Direction: Entry

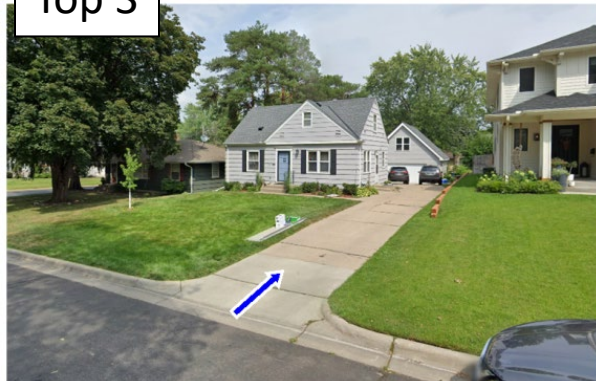
- Require entrance on two side if on corner lot?
- Restrict to one main entrance on front?
- If entrance is on side; do we require setback (say 10ft)?



Parking

- Range: 97.7% - 21.7%
- Trend: Rear garage; no large door bays

Top 3



Bottom 3





Policy Directions: Parking

- Existing driveway width requirements
- Minimize prominence of garages
 - Limit the amount of front facing garage (attached) door: 50%
 - Prohibit protruding garage: require attached garage be no further than habitable portion

Overall Design

- Range: 95.3% - 26.6%
- Bungalow/Craftsman vs Garage

Top 3



Bottom 3





Policy Directions: Design

- Not a clear directional response
- If concerning, could look to codify Richfield Rediscovered Requirements
 - Materials
 - Windows/Opening
 - Articulation
 - Roof design
 - Adds to review complexity



Recommendation

- Reduce lot sizes to match Comp Plan
- Allow duplexes by right
- Limit garage prominence
- Add'l setback for side entry to duplex, corner lots one entry or one per side
- Reduce garage requirement to one stall

Feedback?

Next Steps

- Public hearing at Planning Commission
- Consideration by Council





STAFF REPORT NO. 03
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW: Katie Rodriguez, City Manager
1/4/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider approval to designate an Acting City Manager for 2023.

EXECUTIVE SUMMARY:

It is necessary to designate a person to serve as the Acting City Manager for those times when the City Manager is absent from the City. In 2022, the City Manager designated the Assistant City Manager or an available Department Director as Acting City Manager.

RECOMMENDED ACTION:

By motion: Direct the City Manager to designate the Assistant City Manager or an available Department Director as Acting City Manager for 2023 in the event the City Manager is absent from the City.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

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

- Past practice has been for the City Council to designate an Acting City Manager for times when the City Manager is absent from the City.
- This designation should be made at the first meeting in January of each year.

C. CRITICAL TIMING ISSUES:

It is necessary to designate a person to serve as Acting City Manager to ensure continuation of City operations during the City Manager's absence.

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

The City Council may defer this designation to a future City Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A



STAFF REPORT NO. 04
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

ITEM FOR COUNCIL CONSIDERATION:

Consider the designation of a Mayor Pro Tempore for 2023.

EXECUTIVE SUMMARY:

The City Charter states it is necessary to designate a City Council Member to serve as the Mayor Pro Tempore for those times when the Mayor is absent from the City.

Council Member Mary Supple served as Mayor Pro Tempore in 2022.

RECOMMENDED ACTION:

By motion: Approve the City Council designation of Council Member Simon Trautmann as Mayor Pro Tempore for 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

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

- The City Council typically considers the designation of a Mayor Pro Tempore at the first meeting in January of each year.
- Section 2.06. The Mayor. Subdivision 1, of the City Charter states: "The Mayor shall be the presiding officer of the Council, except that the Council shall choose from its members a president pro temp who shall hold office at the pleasure of the Council and shall serve as president in the Mayor's absence and as Mayor in case of the Mayor's disability or absence from the City."

C. CRITICAL TIMING ISSUES:

It is necessary to designate a Mayor Pro Tempore to ensure continuation of City operations during an absence of the Mayor.

D. FINANCIAL IMPACT:

This designation is at no additional cost to the City.

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

The City Council may defer this designation to a future City Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A



STAFF REPORT NO. 05
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
12/29/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution authorizing the City of Richfield to enter into Minnesota Department of Transportation (MnDOT) Agency Agreement No. 1052132 for Federal Participation in Construction to allow MnDOT to act as the City's agent in accepting federal aid in connection with transportation projects.

EXECUTIVE SUMMARY:

This agreement will allow MnDOT to act as the City's agent in accepting federal funds on the City's behalf for the construction, improvement, or enhancement of transportation infrastructure financed either in whole or in part by the Federal Highway Administration (FHWA) funds. This agreement is intended to cover all future federally funded projects for which the City is awarded funds.

This agreement supersedes a nearly identical agreement (MnDOT Contract No. 1029995) approved by the City Council on January 9, 2018. This revised agreement is necessitated by various changes to federal law and will remain in effect until it is superseded at a later date or is terminated pursuant to section 14.

RECOMMENDED ACTION:

By Motion: Adopt the resolution authorizing the City of Richfield to enter into MnDOT Agency Agreement No. 1052132 for Federal Participation in Construction to allow MnDOT to act as the City's agent in accepting federal aid in connection with transportation projects.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This agreement supersedes a nearly identical agreement (MnDOT Contract No. 1029995) approved by the City Council on January 9, 2018.

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

Minnesota Statutes, section 161.36 allows the City to appoint MnDOT to act as its agent in accepting federal funds for the construction, improvement, or enhancement of transportation projects financed either in whole or in part by FHWA funds.

C. CRITICAL TIMING ISSUES:

This revised agreement needs to be executed in order for Richfield to receive any future federal funds for transportation projects.

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	MnDOT Fed Aid Agmnt #1052132	Contract/Agreement

RESOLUTION NO.

**RESOLUTION AUTHORIZING AGREEMENT NO. 1052132 BETWEEN THE
MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE CITY OF
RICHFIELD FOR THE AGENCY DELEGATED CONTRACTING PROCESS
REGARDING FEDERAL FUNDS FOR TRANSPORTATION RELATED PROJECTS**

WHEREAS, The City of Richfield has and anticipates use of federal funds for the construction, improvement, or enhancement of transportation projects; and

WHEREAS, The Minnesota Department of Transportation (MnDOT) will act as the City's agent in accepting federal aid for transportation related projects.

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

Pursuant to Minnesota Statutes, Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Richfield to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

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

The Mayor and the City Manager are hereby authorized and directed for and on behalf of the City of Richfield to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052132," a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of the City of Richfield, Minnesota, this 10th day of January, 2023.

Mary Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Richfield ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029995.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

- 2.3.6. The Local Government will receive and open bids.

- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

- 2.4. **Contract Administration.**

- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
 - 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2. The Local Government's Authorized Representative is:

Name: Joe Powers or their successor.

Title: Richfield City Engineer

Phone: 612-861-9791

Email: jpowers@richfieldmn.gov

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
 - 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
 - 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
 - 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Richfield

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



STAFF REPORT NO. 06
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
1/3/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing the Mayor and City Manager to execute Cooperative Construction Agreement No. 1050958 between the City of Richfield and the State of Minnesota Department of Transportation (MnDOT) for construction of the I-494: Airport to Highway 169 Project 1.

EXECUTIVE SUMMARY:

Cooperative Construction Agreement

The Cooperative Construction Agreement up for consideration is a routine agreement between the City and MnDOT that sets out the terms, conditions and obligations of each party as it relates to the I-494: Airport to Highway 169 Project 1. Cooperative construction agreements are common when infrastructure projects involve multiple agencies or jurisdictions. In addition to the routine terms included in this cooperative agreement, the following items are added as part of this specific project:

- The State will perform grading, concrete pavement, bituminous pavement, storm sewer, signal system, bridge, lighting, and signing construction and other associated construction along the project extents; and
- City cost participation is required for the grading, bituminous pavement, sidewalk, signal system, lighting, and bridge construction and the City is willing to participate in the costs of said construction, including any associated design and construction engineering delivery costs;
- Separate agreements will address maintenance and utility responsibilities among the involved state and local agencies; and
- Staff are negotiating a section of the agreement to include City acceptance of final construction and expect the final agreement to differ slightly from the attached draft agreement.

Project 1 Background

Project 1 will construct an E-Z Pass lane on I-494 from TH 100 to I-35W in each direction, Phase 1 of the turbine interchange at the I-494/I-35W interchange, access changes at Penn and replacement of the bridges and access changes at Nicollet, Portland, and 12th Avenues. A new pedestrian/bicycle bridge near Chicago Avenue will also be constructed over I-494. Construction will include replacement of existing pavement, drainage, construction of retaining walls, sidewalks, bike lanes, signing, lighting, and traffic management.

RECOMMENDED ACTION:

By Motion: Adopt the resolution authorizing the Mayor and City Manager to execute Cooperative

Construction Agreement No. 1050958 between the City of Richfield and MnDOT for construction of the I-494: Airport to Highway 169 Project 1.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary

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

- Approval of this cooperative construction agreement is required by MnDOT and necessary for the project to continue moving forward.
- The Council approved Municipal Consent of the I-494: Airport to Highway 169 Project 1 at the February 22, 2022 council meeting.

C. CRITICAL TIMING ISSUES:

- The public bid opening for design-build bidders is scheduled for January 18, 2023. MnDOT has requested that the Cooperative Construction Agreement be executed prior to the bid opening.
- Construction is anticipated to begin in 2024, however, significant construction on Richfield's local roads is not anticipated until 2025.

D. FINANCIAL IMPACT:

The estimated cost participation required of the City is \$1,935,750.27 and is broken down as follows:

- \$223,412.30 - Construction West of 494/35W Interchange
 - \$660,011.66 - Construction East of 494/35W Interchange
 - \$198,549.31 - Nicollet Ave Bridge
 - \$185,868.86 - Portland Ave Bridge
 - \$257,158.08 - 12th Ave Bridge
 - \$350,750.05 - Design and Construction Engineering Delivery
 - \$60,000.00 - County Furnished Materials (City's Share)
 - **\$1,935,750.27 - TOTAL CITY COST**
- The above costs are estimated based on MnDOT's preliminary design, and will be finalized when the design-build contract is awarded (February 2023).
 - These costs will be paid using Municipal State Aid funding. MnDOT State Aid has confirmed that all anticipated City costs are Municipal State Aid eligible.
 - Any utility costs related to the project will be covered under a future Master Utility Agreement once a contractor is identified.
 - Additional costs may be incurred during construction if the City requests additional work not included in the current design.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement and will be available at the meeting to address any questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▢ AGR Richfield	Contract/Agreement
▢ Resolution	Resolution Letter

DRAFT

MnDOT Contract No.: 1050958

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF RICHFIELD
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>2785-424</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>494=393</u>	<u>\$1,935,750.27</u>
State Aid Project Number (S.A.P.):	<u>157-030-007</u>	
Federal Project Number:	<u>CRRSAA-NHPP-NHFP I494(009)</u>	
Bridge No.:	<u>27422, 27423, 27424</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Richfield acting through its City Council ("City").

Recitals

1. The State will perform grading, concrete pavement, bituminous pavement, storm sewer, signal system, bridge, lighting, and signing construction and other associated construction upon, along, and adjacent to Trunk Highway No. 494 from East Bush Lake Road to Trunk Highway No. 77 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 2785-424 (T.H. 494=393) ("Project"); and
2. City cost participation is required for the grading, bituminous pavement, sidewalk, signal system, lighting, and bridge construction and the City is willing to participate in the costs of said construction, including any associated design and construction engineering delivery costs; and
3. Separate agreements between the State and Hennepin County (No. 1050955), the City of Bloomington (No. 1050954), Metropolitan Council Transit (No. 1050957), Metropolitan Airports Commission (No. 1050959), and Three Rivers Park District (No. 1050959) will address Project cost and maintenance responsibilities not covered in this Agreement; and
4. Agreement No. 1051546 (Hennepin County Agreement No. PW 42-40-22) between the State, the City, Hennepin County, and the City of Bloomington will address maintenance responsibilities not covered in this Agreement; and
5. The City and Hennepin County have entered into a separate agreement, Hennepin County Agreement No. PW 35-19-22, to assign maintenance responsibilities not covered in this Agreement.
6. The design, construction, inspection, and maintenance of the City-owned utilities, excluding lighting systems, to be constructed under the Project will be covered under Master Utility Agreement No. 1051052 between the State, the design-build contractor and the City; and
7. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State design-build contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for technical and price proposals and award a design-build contract to the "Low Bid/Best Value Proposer" for State Project No. 2785-424 (T.H. 494=393) according to the State Request for Qualifications (RFQ) and Request for Proposal (RFP) documents, which are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 2.2. **Direction, Supervision, and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all design-build activities performed under the design-build construction contract, and oversee all construction engineering and inspection functions in connection with the design-build construction. All design-build construction will be performed according to the State's Request for Proposals, the Contractor's technical proposal, and approved plans.
 - B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State may request the Contractor to make changes in the design and/or design-build contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the design-build contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the design-build contract that will affect the City participation construction covered under this Agreement.
 - B. The City may request additional work or changes to the work in the plans as part of the design-build contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be

accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the design-build contract to be completed in a satisfactory manner. Acceptance by the State of the completed design-build contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the design-build contract construction.
- 2.5. Limited Use Permit.** The City will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit to cover the City's liability responsibilities of the bikeway and multi-use trail to be constructed upon the State Right-of-Way.
- 2.6. Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the design-build contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Basis of City Cost

- 3.1. City Participation Construction.** The City will participate in the following as indicated. The lump sum amounts shown are based on the engineer's estimate and do not include all design and construction engineering delivery costs associated with the City's cost participation. The City's rate of cost participation is determined by dividing the City's participating construction amount of each Design-Build item by the total cost of the Design-Build item and is shown on the Schedule "I". The City's bid-based lump sum amount will be determined using the rates as established from the engineer's estimate and the Design-Build bid item prices.
 - A. \$223,412.30** is the City's estimated bid-based lump sum cost for the construction west of the T.H. 494 at T.H. 35W interchange as tabulated on Sheet No. 2 of Preliminary Schedule "I".
 - B. \$660,011.66** is the City's estimated bid-based lump sum cost for the construction east of the T.H. 494 at T.H. 35W interchange as tabulated on Sheet No. 2 of the Preliminary Schedule "I".
 - C. \$198,549.31** is the City's estimated bid-based lump sum cost for the Bridge "I" (Bridge No. 27422) (Nicollet Avenue) as tabulated on Sheet No. 3 of the Preliminary Schedule "I".
 - D. \$185,868.86** is the City's estimated bid-based lump sum cost for the Bridge "J" (Bridge No. 27423) (Portland Avenue) as tabulated on Sheet No. 3 of the Preliminary Schedule "I".
 - E. \$257,158.58** is the City's estimated bid-based lump sum cost for the Bridge "K" (Bridge No. 27424) (12th Avenue) as tabulated on Sheet No. 3 of the Preliminary Schedule "I".
- 3.2. Design and Construction Engineering Delivery Costs.** The City will pay a design and construction engineering delivery charge equal to 23 percent of the total City participation construction covered under this Agreement.
- 3.3. County Furnished Materials.** Hennepin County will furnish signal cabinets and vehicle detection equipment ("County Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for County Furnished Materials is **\$60,000.00**. The City's cost share for County Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

- 3.4. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, design-build contract addenda, change orders, and associated design and construction engineering delivery costs before the completion of the design-build contract construction. If the design and construction engineering delivery costs are not included in any change order estimates, the amount will be added to the City's estimate of costs. The computation by the State of the amount due from the City will be final, binding, and conclusive.

4. City Cost and Payment by the City

- 4.1. *City Cost. \$1,935,750.27*** is the City's estimated share of the costs of the design-build construction, State Furnished Materials, and associated design and construction engineering delivery costs. Upon award of the design-build contract, the State will prepare a Revised Schedule "I" with the bid item lump sum amounts based on design-build contract bid item unit prices. The Revised Schedule "I" will replace and supersede the Preliminary Schedule "I".

- 4.2. *Conditions of Payment.*** The City will pay the State the estimated lump sum amount, as revised based on the design-build contract bid-item prices, and as shown on the Revised Schedule "I", after the following conditions have been met:

- A.** Execution of this Agreement and transmittal to the City.
- B.** The City's receipt of a written request from the State for the advancement of funds.

- 4.3. *Final Payment and Additional City Requested Work.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities of any additional City requested participation construction items and the associated design and construction engineering delivery cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding, and conclusive.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 5.1.** The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone:	(651) 366-4634
E-Mail:	malaki.ruranika@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Joe Powers, City Engineer (or successor)
Address: 1901 East 66th Street, Richfield, MN 55423
Telephone: (612) 861-9791
E-Mail: jpowers@richfieldmn.gov

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims

- 7.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

11. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will

not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

13.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of design-build contract construction under the Project. Termination must be by written or fax notice to the City.

13.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

14. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF RICHFIELD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF RICHFIELD

RESOLUTION

IT IS RESOLVED that the City of Richfield enter into MnDOT Agreement No. 1050958 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the grading, bituminous pavement, sidewalk, signal system, lighting, and bridge construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 494 from East Bush Lake Road to Trunk Highway No. 77 within the corporate City limits under State Project No. 2785-424.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Richfield at an authorized meeting held on the _____ day of _____, 20__, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 20__

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

RESOLUTION NO.

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)
COOPERATIVE CONSTRUCTION AGREEMENT NO. 1050958
FOR CONSTRUCTION OF THE I-494: AIRPORT TO HIGHWAY 169 PROJECT 1
STATE PROJECT NO. 2785-424
STATE AID PROJECT NO. 157-030-007**

BE IT RESOLVED, that the City of Richfield enter into MnDOT Agreement No. 1050958 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by City to the State of the City's share of the costs of the grading, bituminous pavement, sidewalk, signal system, lighting, and bridge construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 494 from East Bush Lake Road to Trunk Highway No. 77 within the corporate City limits under State Project No. 2785-424.

BE IT FURTHER RESOLVED, that the Mayor and the City Manager are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City Council of City of Richfield at a duly authorized meeting thereof held on the 10th day of January, 2023 as shown by the minutes of said meeting in my possession.

Kelly Wynn, Acting Deputy Clerk

Notary Public
My Commission expires _____



STAFF REPORT NO. 07
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
1/3/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a Construction, Maintenance & Easement Agreement between the City and Richfield Property Holdings, LLC; 15th NB Property1 LLC; and 6345 Partners, LLC that grants an easement for public pedestrian access and trail features and defines ownership and maintenance responsibilities for certain features constructed at 600 64th Street West.

EXECUTIVE SUMMARY:

Four residential properties in the area of 600 64th Street West were redeveloped to construct a new 5-story, 82 unit residential apartment building named the "Riley Apartments". Construction was completed over the summer of 2022 and the building is open for tenant occupancy.

The redevelopment project included site improvements on both public and private property, including:

- Construction of the Riley Apartments building, related site improvements, and a parking lot;
- Grant of an easement to the City and construction of a public paved pedestrian trail connection across the property running North/South between 64th Street West and Garfield Park;
- Stormwater improvements; and
- Public area improvements in the public right-of-way.

The City has worked with the developer and the property owner of the Riley Apartments to draft a Construction, Maintenance & Easement Agreement that defines ownership and maintenance responsibilities for the features of the site and public area improvements constructed as part of the project. These improvements and responsibilities are detailed in Exhibit D and include:

- Public Sidewalk/Trail;
- Public Sidewalk/Trail Snow Removal;
- Landscaping;
- Private Irrigation;
- Public Utilities (storm, sewer, water);
- Stormwater Improvements (underground retention system and private storm sewer); and
- Stormwater Improvements (public storm sewer).

RECOMMENDED ACTION:

By Motion: Consider approval of a Construction, Maintenance & Easement Agreement between the

City and Richfield Property Holdings, LLC; 15th NB Property1 LLC; and 6345 Partners, LLC that grants and easement for public pedestrian access and trail features and defines ownership and maintenance responsibilities for certain features constructed at 600 64th Street West.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City required the redevelopment to provide stormwater quality treatment before stormwater enters the City system. The onsite treatment system will help remove pollutants and particles before the water enters the public system and reduce offsite stormwater flow rates. In order for the treatment system to function as designed, it must be inspected and cleaned regularly.
- The City required that a public access trail be constructed between 64th St and Garfield Park. The City will own the trail through grant of an easement included in this agreement. The Developer will be responsible for clearing snow on the trail.
- The agreement provides direction on inspection, repair, replacement, and maintenance of the stormwater system and the public improvements, in addition to the remedies for the failure to comply with the provisions of this agreement.

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

The City requires a Construction and Maintenance Agreement for redevelopment projects containing boulevard improvements and/or stormwater treatment structures.

C. CRITICAL TIMING ISSUES:

The redevelopment project is complete and execution of the Construction, Maintenance & Easement Agreement is appropriate at this time.

D. FINANCIAL IMPACT:

- The agreement requires the property owners to cover all costs related to inspection and maintenance of the underground retention and private stormwater system.
- The agreement requires the property owner to reimburse the City for any costs incurred in performing activities identified as the responsibility of the property owner.
- Financial responsibilities of other items varies per the agreement and is outlined in Exhibit D.

E. LEGAL CONSIDERATION:

The City Attorney was consulted during the negotiations of terms and has reviewed the agreement.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Riley Apartments Construction, Maintenance & Easement Agreement	Contract/Agreement
□ Exhibit A - Legal Description	Exhibit
□ Exhibit B - Stormwater Improvements	Exhibit
□ Exhibit C - Public Areas	Exhibit
□ Exhibit D - Public Area Improvements	Exhibit
□ Exhibit E - Trail Easement	Exhibit

**CONSTRUCTION, MAINTENANCE
AND EASEMENT AGREEMENT**

This CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT (this “Agreement”), made and entered into as of the _____ day of _____, 20__ by and between Richfield Property Holdings, LLC, a Minnesota limited liability company, 15th NB Property1 LLC, a Minnesota limited liability company, 6345 Partners, LLC, a Minnesota limited liability company (collectively, the “Developer”) and the City of Richfield, Minnesota, a Minnesota municipal corporation (“City”).

RECITALS

A. The Developer has received land use and subdivision approvals from the City for a multiple family housing development situated on real property owned by the Developer and located in the City, legally described in the attached Exhibit A (“Property”).

B. As a condition of approval of the subdivision plat, the City required the Developer to construct and grant an easement for public use of a paved pedestrian trail connection across the Property between the public right-of-way of 64th Street West on the south side of the Property and Garfield Park on the north side of the Property (the “Trail”). The Trail has been constructed in accordance with plans approved by the City.

C. The Developer has also completed construction of buildings and related site improvements on the Property and constructed a parking lot on the Property.

D. The City required that certain storm water improvements, described in attached Exhibit B (“Stormwater Improvements”), be constructed and maintained to ensure proper discharge of storm water into the City’s storm sewer system (“City System”).

E. The City required the construction of certain improvements and betterments (“Public Area Improvements” – described in attached Exhibit C) on portions of the public right-of- way abutting the Property (the “Public Areas”).

F. For the purpose of providing the basis for design, construction, repair, replacement, and maintenance of the Trail, Stormwater Improvements and Public Area

Improvements, the parties wish to enter into this Agreement, including setting forth the remedies for failure to comply with this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. TRAIL EASEMENT.

a. Grant of Easement. The Developer hereby grants and conveys to the City a perpetual, non-exclusive easement for public pedestrian access and trail purposes in, over and upon the area depicted and legally described on Exhibit E (the "Easement Area").

b. Acceptance of Trail; Ownership. The City acknowledges that the Trail has been constructed within the Easement Area in accordance with plans approved by the City. The City hereby accepts ownership of the Trail.

c. Maintenance, Repair, and Replacement. The City shall be responsible for maintenance, repair and replacement of the Trail. The easement granted herein also includes the right to cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation which, in the City's judgment, unreasonably interfere with the easement. Maintenance responsibilities of the City are further described in the attached Exhibit D and Section 4 below.

d. Snow Removal. The Developer shall be responsible for providing basic snow removal from the Trail within a reasonable time of the cessation of snow fall. At its option and expense, Developer may provide for additional snow removal or treatment it desires beyond the basic obligation. Pavement damage, or damage to adjacent areas, due to the use of heavy equipment, excessive salt or other chemical disbursement, or any other damage caused by the Developer will be repaired by the Developer at the Developer's expense.

e. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which related to, the Easement Area or the Property prior to the date of this Agreement.

2. STORMWATER IMPROVEMENTS.

a. Design and Construction. The City has reviewed and approved plans for the Stormwater Improvements; such review and approval occurred prior to the commencement of construction. The City may reject the final construction of the Stormwater Improvements if it does not meet City standards or comply with the approved plans. The Developer shall construct the Stormwater Improvements at its sole cost and is further responsible for any costs to bring the construction into compliance with City standards or the approved plans.

b. Ownership and Maintenance. The Developer shall own and be responsible for the maintenance of the private Stormwater Improvements that are located on the Property and connections to the public storm sewer main lines in the right-of-way. The City shall own and be responsible for maintenance of the public Stormwater Improvements located in the public right-of-way. Ownership and maintenance responsibilities of the Developer and City are further described in the attached Exhibit D and Section 4 below.

c. Inspection and Cleaning.

i. Frequency. The Developer shall be responsible for inspecting and cleaning the Stormwater Improvements located on the Property, including the storm sewer, storm sewer structures, stormwater treatment systems, and drain tile, and the connections to the public storm sewer main lines in the right-of-way per the Operations and Maintenance Plan in Exhibit B, unless a more frequent inspection or cleaning is requested by the City.

ii. Costs. The Developer shall cover the cost of all such inspections and cleanings.

iii. Annual Report. The Developer shall provide the City with an annual report documenting the inspection and maintenance of the Stormwater Improvements on or before December 31 of each year.

d. Right of Access and City Maintenance Rights. The Developer grants to the City, its agents and employees, the right to enter the Property to conduct periodic inspections and perform the City's maintenance rights pursuant to this Section 2. If the Developer fails to adhere to its obligations under this Section 2, the City has the right to clean, repair, and replace all or portions of the Stormwater Improvements and assess costs to the Developer or the Property.

3. PUBLIC AREA IMPROVEMENTS.

a. Design and Construction. The City has reviewed and approved plans for the Public Area Improvements; such review and approval occurred prior to the commencement of construction. The Developer has completed construction of the Public Area Improvements and the City has approved the final construction of the Public Area Improvements.

b. Maintenance, Repair, and Replacement. The City shall be responsible for maintenance, repair and replacement of the public sidewalk in the Public Areas. The Developer shall be responsible for the maintenance, repair and replacement of the landscaping and private irrigation facilities installed by the Developer in the Public Areas. Maintenance responsibilities of the Developer and City are further described in the attached Exhibit D and Section 4 below.

c. Snow Removal. The Developer shall be responsible for providing basic snow removal on the public sidewalk along the south side of the property. At its option and expense, Developer may provide for additional snow removal or treatment it desires beyond the basic obligation. Sidewalk damage, or damage to adjacent areas, due to the use of heavy equipment, excessive salt or other chemical disbursement, or any other damage caused by Developer will be

repaired by Developer at the Developer's expense.

d. Right of Access.

i. Subject to compliance with any preconditions contained in the City Code, the City grants to the Developer, its agents and employees the right to enter onto the Public Areas to perform the work required to be performed by the Developer pursuant to this Section 3.

ii. The Developer agrees that it will not interfere with the public use of the Public Areas.

iii. The Developer will notify the City and any other agency having jurisdiction over, or an interest in, the Public Areas or abutting streets and highways at least 48 hours in advance of any scheduled work other than snow removal. Developer will comply with any requirements of the City or such other agency governing signage and other regulations governing work in the Public Areas including, without limitation obtaining any additional permits, licenses, or approvals needed for the doing of such work.

e. Ownership.

i. Exhibit C designates Public Area Improvements which are to be constructed by Developer and conveyed to the City following the City inspection of the work and notification to the Developer that it will accept conveyance.

ii. Developer warrants that such conveyance is free and clear of any mechanic's liens or encumbrances other than Developer's first priority mortgage in favor of its lender.

iii. Any warranties available as a result of construction of such Public Area Improvements will be assigned to the City, and, to the extent available, will be utilized to offset Developer's maintenance obligations hereunder.

4. MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS. The party having the maintenance, repair or replacement obligation, as outlined in this Agreement and the attached exhibits, shall have the affirmative obligation of assuring the item to which the obligation attaches is always kept in good, safe, operable and presentable condition. If the City becomes aware of a condition relating to an item for which the Developer is obligated, it shall notify the Developer in writing whereupon the Developer shall promptly inspect, and as needed, maintain, repair or replace the item within 30 days of the date of such notification by the City. In the event the performance of by either party of maintenance, repair or replacement of the Trail, Stormwater Improvements or the Public Area Improvements disturbs the lands or improvements owned by the other party, with the exception of the City's removal of trees, shrubs, or other vegetation unreasonably interfering with the Easement Area pursuant to Section 1 above, the party performing such work shall restore such lands and improvements to the condition existing

prior to such maintenance, repair or replacement, unless otherwise agreed to in writing by the parties.

5. No Salt Storage. Developer shall not store, on or within the Easement Area, the Stormwater Improvements or the Public Areas, salt or other similar chemicals used to treat snow and ice.

6. Default. If either party defaults in any of its obligations hereunder, after notice of such default and failure to cure within 30 days following such notification unless, with respect to any such default the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion or unless extended upon mutual agreement of the parties, the non-defaulting party may pursue whatever remedies are available to it at law or in equity.

In addition to such remedies, if the Developer is the defaulting party, and the default relates to activities within the Easement Area or the Public Areas, the City may, after such notice and cure period, perform the work and recover the entire cost of such work against the Developer through a lien against the Property to be collected as a special assessment. The Developer agrees and stipulates that any such work will be for the betterment of the Property, and that the value of the Property will be increased by at least the cost of the work. The Developer for itself, its successors and assigns, waives any challenge to the amount of the assessment for such work, and waives its right to a hearing on the assessment or to challenge the assessment following its being levied. In addition to placing an assessment lien against the Property under Minnesota Statutes, Chapter 429, the City may also seek to impose and collect a lien pursuant to Minnesota Statutes, Section 514.67.

7. Miscellaneous Provisions.

a. Insurance. The Developer will, during the term of this Agreement, maintain coverages from insurance companies acceptable to the City, at levels acceptable to the City insuring against claims for injury, death or property damage or death caused by any activities conducted by Developer, its officers, agents, or employees within the Easement Area and the Public Areas or the failure of Developer to perform its obligations hereunder. Developer must submit a certificate of insurance to the City in form and substance that is acceptable to the City Attorney.

b. Indemnity. Each party agrees to indemnify, hold harmless and defend the other party, its officers, agents and employees from any claims or causes of action occasioned by or arising out of such party's activities or failure to perform activities under this Agreement. A party's obligation to defend and indemnify shall not extend to claims which are the result of the negligence or the willful misconduct of the other party, its officers, agents or employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

c. Warranty of Title. The Developer warrants that it is the fee owner of the Property and has the right, title and capacity to convey to the City the easements granted herein.

d. Term. This Agreement shall remain in full force and effect until terminated by the mutual written agreement of the parties.

e. Binding Effect. All duties and obligations of the parties under this Agreement shall also be duties and obligations of such party's successors and assigns. The terms and conditions of this Agreement shall run with the land, be binding on subsequent owners, and shall be recorded with the property records of Hennepin County, Minnesota.

f. Recording. The City shall record this Agreement among the land records, within 60 days of the date hereof, and shall pay for the cost of such recording.

g. Other Approvals. This Agreement shall not relieve Developer from the need to obtain all licenses, permits and approvals which are required by the City and other permitting and licensing authorities to allow for the development of the Property. Nor shall this Agreement be deemed a waiver of the City's legislative or quasi-judicial judgment in considering the granting of any such licenses, permits or approvals. Additionally, no structure or improvement which is the subject of this Agreement may be constructed until any necessary land use approvals and/or variances have first been obtained.

h. No Interest in Land. This Agreement does not create any property or ownership interest of the Developer in the Public Areas. This Agreement only gives Developer the permission to occupy and utilize the Public Areas consistent with provisions and limitations of this Agreement.

i. Notices.

City: City of Richfield
6700 Portland Avenue S.
Richfield, MN 55423
Attn: City Engineer

Developer: North Bay Companies, LLC
2118 4th Ave S.
Minneapolis, MN 55404
Attn: Daniel Oberpriller

j. Severability. If any provision of this Agreement is invalid or unenforceable, such provision, if feasible, shall be deemed to be modified to be within the limits of enforceability or validity; if, however, the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

k. Entire Agreement. This Agreement, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such

subject matter.

l. Amendment. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by the parties.

m. Exhibits. All exhibits referred to in and attached to this Agreement are incorporated and made a part of this Agreement.

n. Counterpart Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original, and all of which shall constitute one and the same instrument.

Signature Pages Follow

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

CITY OF RICHFIELD

By: _____

Its Mayor

By: _____

Katie Rodriguez
Its City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ and Katie Rodriguez, the Mayor and City Manager respectively, of the City of Richfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

My commission expires:

Notary Public

This Instrument was drafted by:
The City of Richfield, Minnesota
6700 Portland Avenue
Richfield, MN 55423
(612) 861-9700

Richfield Property Holdings, LLC
a Minnesota limited liability company

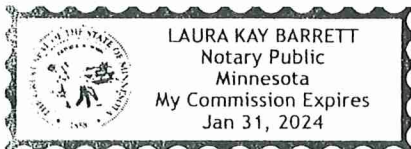
By: *Daniel Olyll*
Name: Daniel Oberpriller
Its: Manager

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 27 day of December, 2022, by Daniel Oberpriller, the Manager of Richfield Property Holdings, LLC, a Minnesota limited liability company, on behalf of the company.

My commission expires:
1-31-24

Laura Barrett
Notary Public



15th NB Property1 LLC

a Minnesota limited liability company

By: *Daniel Olyll*
Name: Daniel Oberpriller
Its: Chief Manager

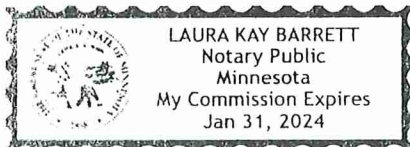
STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 27 day of December, 2022, by Daniel Oberpriller, the Chief Manager of 15th NB Property1 LLC, a Minnesota limited liability company, on behalf of the company.

My commission expires:

1-31-24

Jane Bant
Notary Public



6345 Partners, LLC

(a Minnesota limited liability company)

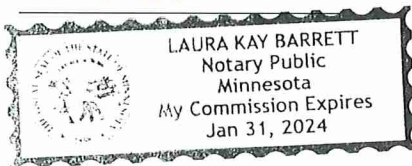
By: *Daniel Oberpriller*
Name: Daniel Oberpriller
Its: Manager

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

The foregoing instrument was acknowledged, subscribed, and sworn to before me this 21 day of December, 2022, by Daniel Oberpriller, the Manager of 6345 Partners, LLC, a Minnesota limited liability company, on behalf of the company.

My commission expires:

1-31-24



Laura Barrett
Notary Public

This Instrument was drafted by:
Faegre Drinker Biddle & Reath LLP (CEL)
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
(612) 766-7000

**CONSENT AND SUBORDINATION TO
DECLARATION OF EASEMENTS**

The undersigned is the holder of the following two mortgages (the "Mortgages")
encumbering the real property described in each respective Mortgage (the "Land"):


that certain Construction Mortgage, Assignment of Rents, Security Agreement and
Fixture Filing dated as of December 24, 2020 and recorded May 3, 2021, as Document
No. 10948742 in the records of the County Recorder of Hennepin County, Minnesota,

and

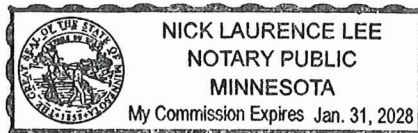
that certain Construction Mortgage, Assignment of Rents, Security Agreement and
Fixture Filing dated as of December 24, 2020 and recorded May 3, 2021, as Document
No. 10948743 in the records of the County Recorder of Hennepin County, Minnesota.

The undersigned hereby consents to the attached Agreement and agrees to be bound by it and
accordingly agrees that the Mortgages, together with the indebtedness secured thereby and all other
documents and instruments securing such indebtedness are and shall be subordinate to the
Agreement, provided, however, that the lien of Mortgages shall not be disturbed or affected by such
subordination.

FIREFLY CREDIT UNION, a federal credit
union

By: 
Name: Michael Geissler
Title: Senior Lender

State of Minnesota)
)
County of Hennepin)





The foregoing instrument was acknowledged, subscribed, and sworn to before me this
28th day of December, 2022, by Michael Geissler, the
Senior Lender of Firefly Credit Union, a federal credit union.

EXHIBIT A

Legal Description

Lots 1 and 2, Block 1, Richlyn Riley, according to the recorded plat thereof,
Hennepin County, Minnesota.

EXHIBIT B

STORMWATER IMPROVEMENTS

Civil Plans prepared by Civil Site Group, dated March 11th, 2021.

Specific plan sheets outlined below:

- Sheet No. C3.0 – Grading Plan
- Sheet No. C4.0 – Utility Plan
- Sheet Nos. C5.0, C5.1, C5.2, C5.3 – Civil Details
- Sheet No. SW1.0 – SWPPP – Existing Conditions
- Sheet No. SW1.1 – SWPPP – Proposed Conditions
- Sheet No. SW1.2 – SWPPP – Details
- Sheet No. SW1.3 – SWPPP – Narrative
- Sheet Nos. SW1.4, SW1.5 – SWPPP – Attachments

Operations and Maintenance Plan prepared by Civil Site Group, dated February 9th, 2021.



ITY OF RICHFIELD GRADING NOTES:

EMERGENCY OVERFLOW

F#1135.52

Know yours, below.
Call before you dig.

811

1" = 25.0'

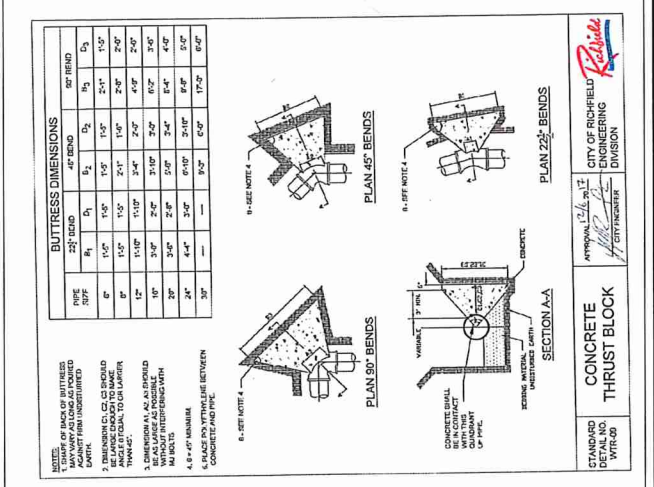
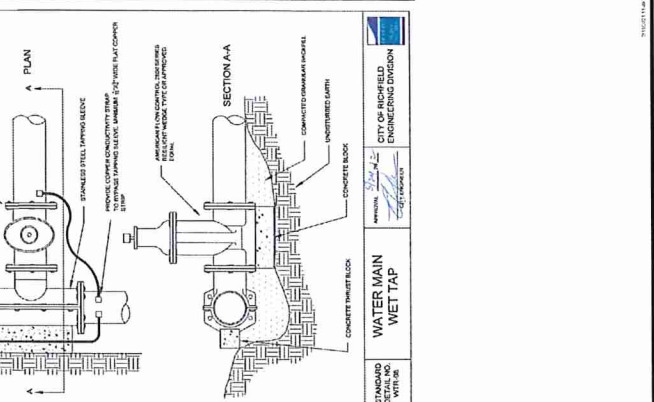
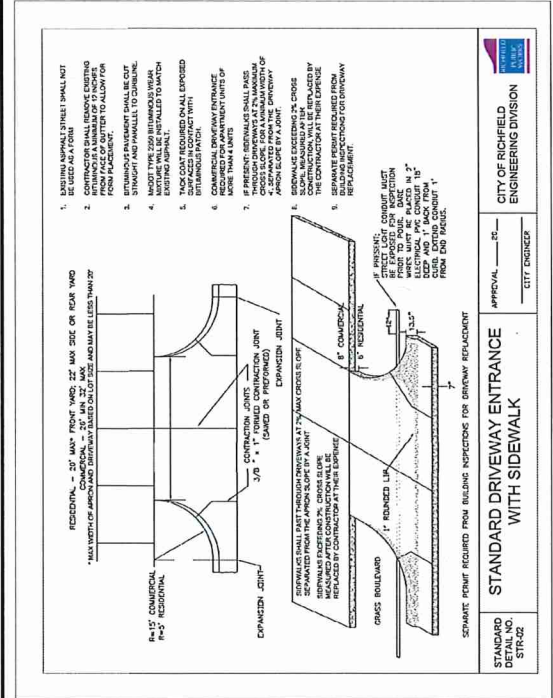
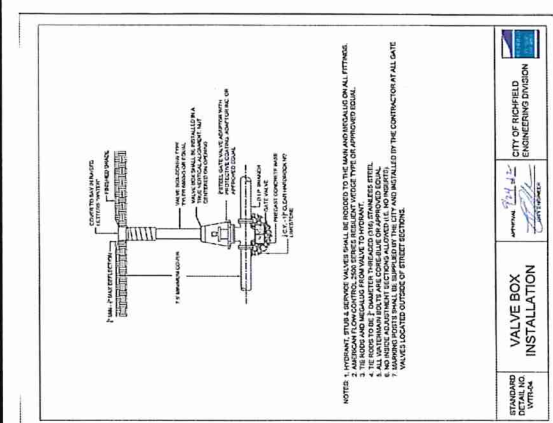
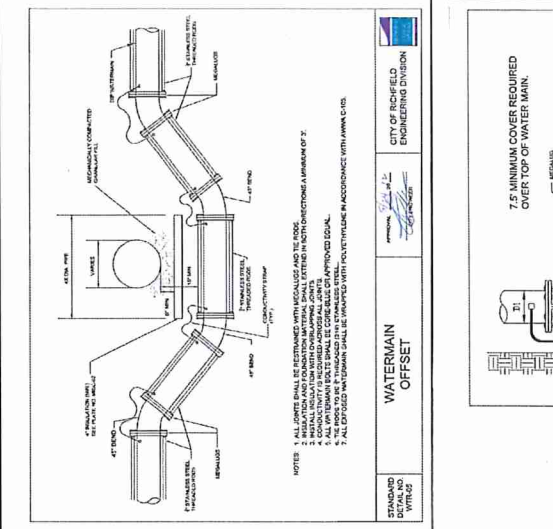
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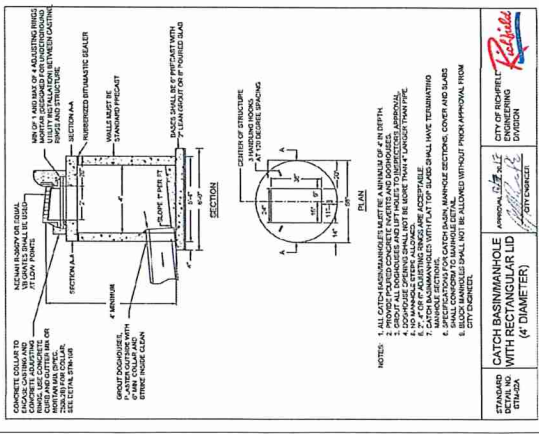
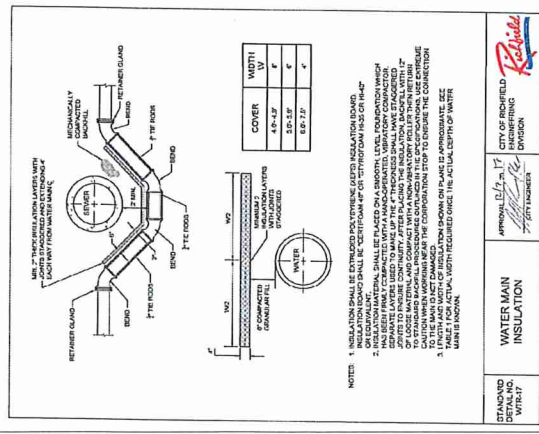
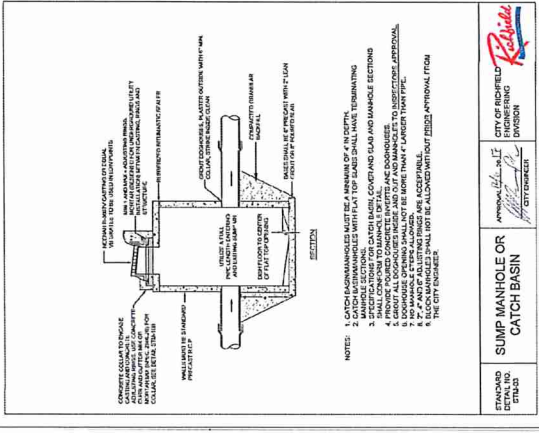
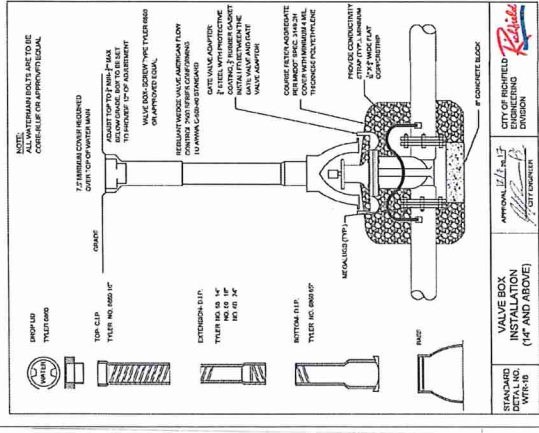
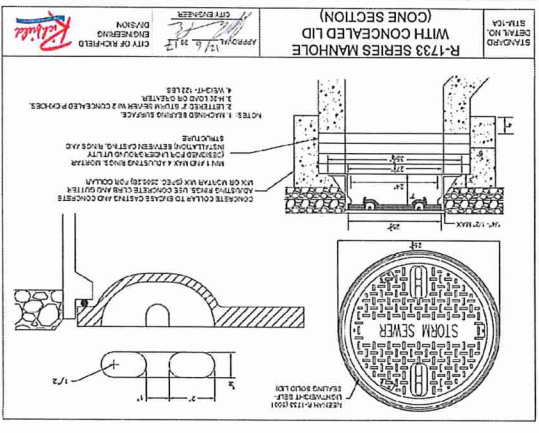
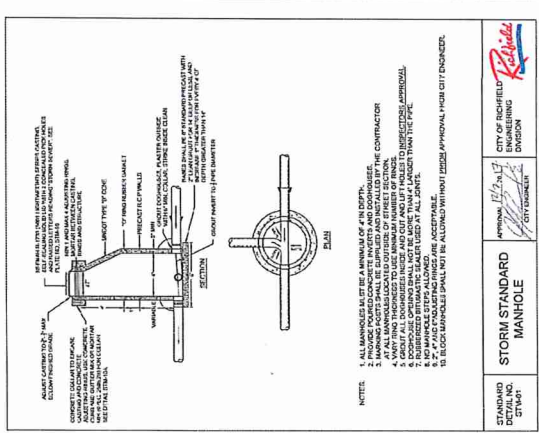
- [illegible]



1. SEE SITE PLAN FOR HORIZONTAL, VERTICAL, AND ELEVATION.
2. CONDUCT UTILITY FIELD SURVEY, INCLUDING LOCATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
3. DETERMINE UTILITY DEPTHS TO ADEQUATE DEPTHS. CONTACT "GEMINI STATE" AT (612) 60-4440 OR (650) 501-1961 FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL REPORT OR REPAIR ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION TO THE OWNERS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
5. UTILITIES SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND REUSED OR PLACED AT THE DISCRETION OF THE OWNER.
6. DITCHING SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND REUSED OR PLACED AT THE DISCRETION OF THE OWNER.
7. ALL WATER PIPE SHALL BE CLASS 5 DUCTILE IRON PIPE (CIP) (AWWA C100, AWWA C200, AWWA C215) UNLESS OTHERWISE NOTED.
8. ALL SANITARY SEWER SHALL BE 30" DI POLYETHYLENE GLASS REINFORCED (PFR) OR SCH 40 ASTM D711 306.5 ASTM F141 1800 UNLESS OTHERWISE NOTED.
9. ALL STORM SEWER PIPE SHALL BE 36" DI ASTM F141 & 7200 WITH ASTM D3312 SPEC TYPE III UNLESS OTHERWISE NOTED.
10. PRE-LECTURES SHALL BE DONE ASH/ FTH & 7200 WITH ASTM D3312 SPEC TYPE III UNLESS OTHERWISE NOTED.
11. UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
12. CATCH BASINS AND MANHOLE IN RATED AREAS SHALL BE SUMPED 24" FEET. ALL CATCH BASINS IN OUTLIER SHALL BE SUMPED 15 FEET PER DETAILS. BVI ELEVATIONS SHOWN ON THE PLAN DO NOT REFLECT SUMPED ELEVATIONS.
13. ALL PRE-IMPERVANTS SHALL BE LOCATED 3 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
14. INMANT TYPE, MAKE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. IMPROVEMENT EXTENSIONS ARE INDICATED.
15. A MINIMUM OF 3' OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. DITCH DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 1' IF VERTICAL CONNECTION TO SANITARY OR STORM SEWER LINES OTHER. DEPTH MAINTENANCE IS INDICATED.
16. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 18 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES UNLESS OTHERWISE NOTED.
17. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
18. CONNECTIONS TO EXISTING STRUCTURES SHALL BE COORDINATED.
19. COORDINATE LOCATIONS AND ZONES OF SERVICE CONNECTION WITH THE MECHANICAL DRAWINGS.
20. CONDUCTOR INSTALLATION AND CORRELATION OF THE NOTIFICATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
21. ALL STREET WALKS AND PATIOING SHALL BE PERFORMED PRIOR TO THE REQUIREMENTS OF THE CITY. ALL IMPROVEMENTS SHALL BE SUMPED 24" FEET. ALL CATCH BASINS IN OUTLIER SHALL BE SUMPED 15 FEET PER DETAILS. BVI ELEVATIONS SHOWN ON THE PLAN DO NOT REFLECT SUMPED ELEVATIONS.
22. ALL STRUCTURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
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STANDARD DETAIL NO. SAN-01

SANITARY STANDARD MANHOLE

APPROVAL [Signature] **CITY OF RICHFIELD**
ENGINEERING DIVISION

NOTES:

1. MANHOLE SHALL BE 48" IN DIAMETER THROUGHOUT AND A MINIMUM WALL THICKNESS OF 12" SHALL BE MAINTAINED THROUGHOUT.
2. ALL INTERIOR JOINTS AND LIFT LUGS TO BE CASTED IN PLACE.
3. ALL INTERIOR JOINTS AND LIFT LUGS TO BE CASTED IN PLACE.
4. ALL MANHOLES LOCATED OUTSIDE OF THE STREET SECTION.
5. ALL MANHOLES LOCATED OUTSIDE OF THE STREET SECTION.
6. ALL MANHOLES LOCATED OUTSIDE OF THE STREET SECTION.
7. 2, 3, 4 AND 5 ACCEPTABLE BRIDGE ARE ACCEPTABLE.

STANDARD DETAIL NO. STV-01

STORM SEWER BEDDING

APPROVAL [Signature] **CITY OF RICHFIELD**
ENGINEERING DIVISION

NOTES:

1. BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE PIPE UNLESS MODIFIED IN THE CONTRACT DOCUMENTS.
2. BEDDING REQUIRED FOR ALL MAINS AND SERVICES.

STANDARD DETAIL NO. STV-02

CATCH BASIN CASTING INSTALLATION

APPROVAL [Signature] **CITY OF RICHFIELD**
ENGINEERING DIVISION

NOTES:

1. 12" DIA. 12" DEEP CONCRETE CATCH BASIN SHALL BE CASTED IN PLACE.
2. 12" DIA. 12" DEEP CONCRETE CATCH BASIN SHALL BE CASTED IN PLACE.
3. 12" DIA. 12" DEEP CONCRETE CATCH BASIN SHALL BE CASTED IN PLACE.
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8. 12" DIA. 12" DEEP CONCRETE CATCH BASIN SHALL BE CASTED IN PLACE.
9. 12" DIA. 12" DEEP CONCRETE CATCH BASIN SHALL BE CASTED IN PLACE.
10. 12" DIA. 12" DEEP CONCRETE CATCH BASIN SHALL BE CASTED IN PLACE.

STANDARD DETAIL NO. SAN-02

R-1733 SERIES MANHOLE WITH SELF SEALING LID (CONE SECTION)

APPROVAL [Signature] **CITY OF RICHFIELD**
ENGINEERING DIVISION

NOTES:

1. MANHOLE SHALL BE 48" IN DIAMETER THROUGHOUT AND A MINIMUM WALL THICKNESS OF 12" SHALL BE MAINTAINED THROUGHOUT.
2. ALL INTERIOR JOINTS AND LIFT LUGS TO BE CASTED IN PLACE.
3. ALL INTERIOR JOINTS AND LIFT LUGS TO BE CASTED IN PLACE.
4. ALL MANHOLES LOCATED OUTSIDE OF THE STREET SECTION.
5. ALL MANHOLES LOCATED OUTSIDE OF THE STREET SECTION.
6. ALL MANHOLES LOCATED OUTSIDE OF THE STREET SECTION.
7. 2, 3, 4 AND 5 ACCEPTABLE BRIDGE ARE ACCEPTABLE.

STANDARD DETAIL NO. SAN-03

SEWER SERVICE CLEANOUT

APPROVAL [Signature] **CITY OF RICHFIELD**
ENGINEERING DIVISION

NOTES:

1. INITIAL CLEANOUTS SHALL BE 12" IN DIAMETER.
2. CLEANOUTS SHALL BE 12" IN DIAMETER.
3. CLEANOUTS SHALL BE 12" IN DIAMETER.
4. CLEANOUTS SHALL BE 12" IN DIAMETER.
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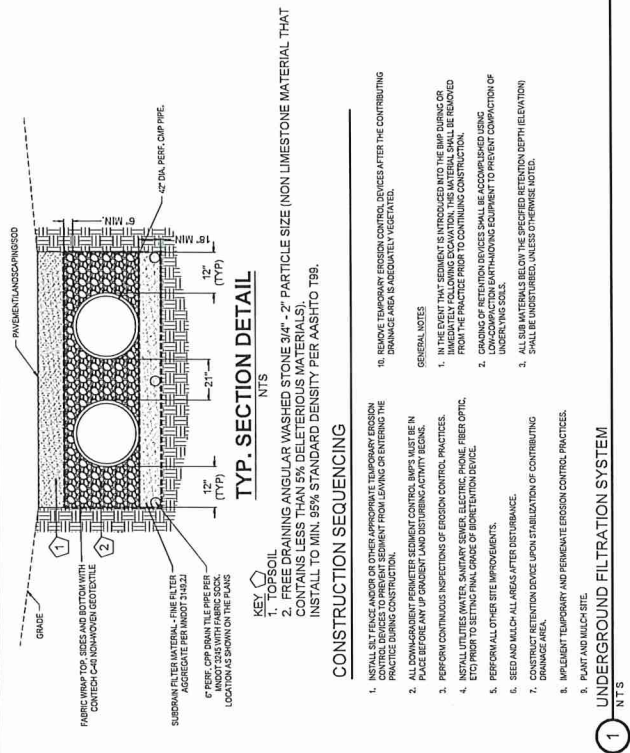
STANDARD DETAIL NO. SAN-04

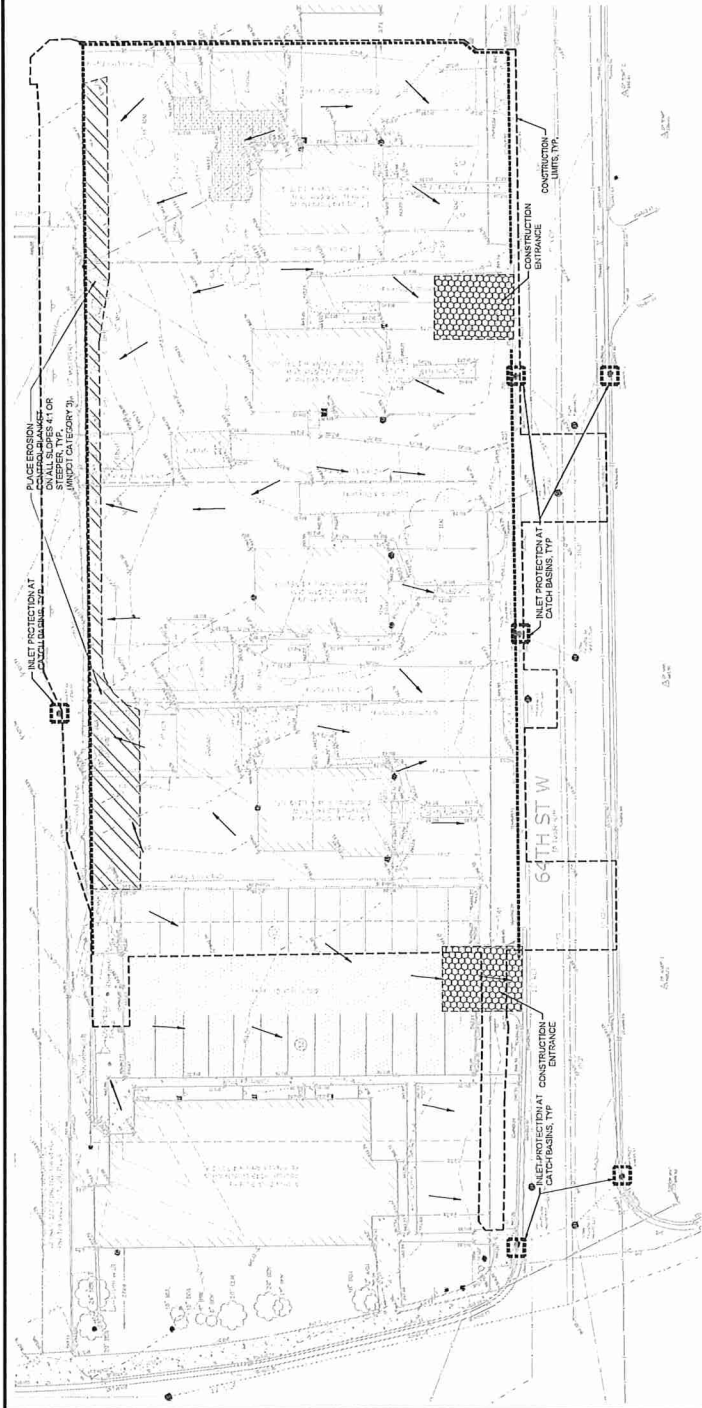
TYPICAL SANITARY SEWER CONNECTION

APPROVAL [Signature] **CITY OF RICHFIELD**
ENGINEERING DIVISION

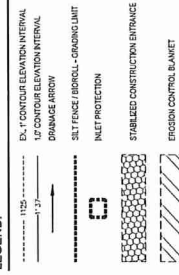
NOTES:

1. IF MANHOLE IS 24" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
2. IF MANHOLE IS 30" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
3. IF MANHOLE IS 36" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
4. IF MANHOLE IS 42" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
5. IF MANHOLE IS 48" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
6. IF MANHOLE IS 54" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
7. IF MANHOLE IS 60" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
8. IF MANHOLE IS 66" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
9. IF MANHOLE IS 72" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.
10. IF MANHOLE IS 78" OR SMALLER, ALL 12" DIA. AND ALL 12" DIA. SHALL BE 12" IN DIAMETER.





LEGEND:



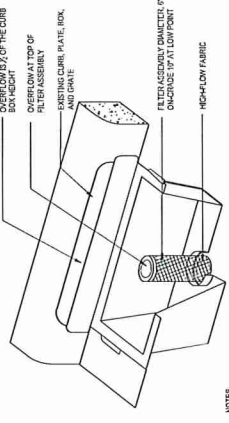
ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND REQUIREMENTS, ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

SWPPP NOTES:
1. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN EROSION CONTROL PLAN AND SWPPP. THE CITY OF RICHFIELD HAS OBTAINED ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
2. SEE SHEETS SW1.0-SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
3. SEE CHANGING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
4. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

CITY OF RICHFIELD EROSION CONTROL NOTES:
1. PROVIDE ADDITIONAL EROSION CONTROL MEASURES AROUND THE BOTTOM OF ALL STOOPS AS 24 INCH OR HIGHER.

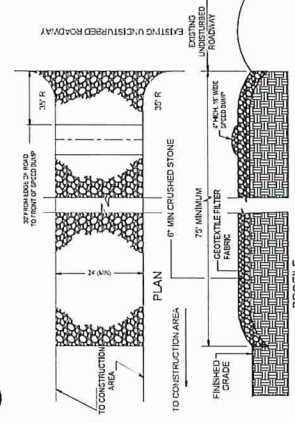


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NOTES:
1. REPLACE INLET GRATE UPON COMPLETE INSTALLATION OF INLET PROTECTION FABRIC.
2. INSTALL OVERFLOW BY THE CURB BOX HEIGHT AND OVERFLOW AT TOP OF FILTER ASSEMBLY.
3. REFER TO APPLE VALLEY STANDARD PLATE BRIDGE.

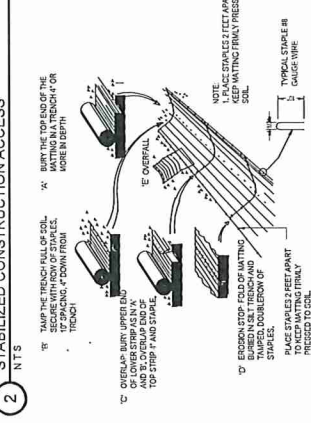
1 CURB INLET FILTER
NTS



4 SEDIMENT BIO-ROLL / COMPOST FILTER LOG
NTS

NOTES:
1. PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND UNDISTURBED ROADWAY.
2. SET UNDISTURBED ROADWAY WITH WIRE AND STONE TO THE LENGTH OF THE ENTRANCE.
3. SET UNDISTURBED ROADWAY WITH WIRE AND STONE TO THE LENGTH OF THE ENTRANCE.
4. ALL STONE SHALL BE 1/2\"/>

2 STABILIZED CONSTRUCTION ACCESS
NTS



3 EROSION BLANKET
NTS

NOTES:
1. PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND UNDISTURBED ROADWAY.
2. SET UNDISTURBED ROADWAY WITH WIRE AND STONE TO THE LENGTH OF THE ENTRANCE.
3. SET UNDISTURBED ROADWAY WITH WIRE AND STONE TO THE LENGTH OF THE ENTRANCE.
4. ALL STONE SHALL BE 1/2\"/>

5 SEDIMENT FENCE
NTS

NOTES:
1. PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND UNDISTURBED ROADWAY.
2. SET UNDISTURBED ROADWAY WITH WIRE AND STONE TO THE LENGTH OF THE ENTRANCE.
3. SET UNDISTURBED ROADWAY WITH WIRE AND STONE TO THE LENGTH OF THE ENTRANCE.
4. ALL STONE SHALL BE 1/2\"/>

5 SEDIMENT FENCE
NTS

NOTES:
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5 SEDIMENT FENCE
NTS

NOTES:
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3. SET UNDISTURBED ROADWAY WITH WIRE AND STONE TO THE LENGTH OF THE ENTRANCE.
4. ALL STONE SHALL BE 1/2\"/>

5 SEDIMENT FENCE
NTS

STORMWATER DISCHARGE DESIGN REQUIREMENTS

THE INTERIOR DECKING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:

1. INSTALL STABILIZED SOIL CONSTRUCTION STRIPS
2. INITIAL STABILIZATION AND GRADING
3. EROSION CONTROL MEASURES DURING THE INITIAL REG.
4. CLEARING CRUISE FOR TEMPORARY SEWAGE TREATMENT PLANT AND INSTALL
5. CONSTRUCT TEMPORARY SEWAGE TREATMENT PLANT (POD SECTION 14)

11. INITIAL SANITARY SEWERS WITH MAIN STORM SEWERS AND SERVICES
12. INITIAL 24" DRAINAGE PAVEMENT PROTECTION AROUND CURB
13. INITIAL CURB AND GUTTER
14. INITIAL STREET SECTION
15. FINAL GRADE TO FLOWERS INSTALL SETTS AND HILLOPS
16. REMOVE ACCUMULATED SEDIMENT FROM EACH 10' x 10'
17. FINAL GRADE (CONSTRUCTION) MUST BE TO NOT COMPACT SOLE IN PAVEMENT AREAS.
18. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY TREES SET TO BE REPLANTED AND/OR SOILS ARE RECOVERING.

THE SWPPP ORIGINATING OFFICE INCLUDING, ALL CHANGES TO, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SOURCE CONTRIBUTION OF THE PROJECT THAT HAS THE MAJOR CONTROL OF THE EROSION PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN OTHER OF THE FIELD OFFICES OF THE PROJECT AS WELL AS USING REMOTE STORAGE DEVICES.

ALL CONSPIRACY MUST KEEP THE SWPPP ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NO¹ AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AT THE SUBMITTAL OF THE NO¹.

NOTE:

1. THE FINAL SWPPP.
2. ANY OTHER REVISIONS OR RELATED MATERIALS REQUIRED FOR THE PROJECT.

SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. THE OWNER AND CONTRACTOR ARE PERMITTED AS AUTHORIZED BY THE APPLICABLE PERMITS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTOR'S SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSONNEL KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION CONTROL MEASURES.

THE REQUIREMENTS OF THE PERMIT, ONE OF THESE INDIVIDUALS MUST BE AVAILABLE FOR AN ORAL INTERVIEW. WHY? THESE PERSONS MUST BE AVAILABLE FOR AN INTERVIEW TO DETERMINE THE QUALITY OF THE DOCUMENTATION. THE PERSONS WHOSE NAMES ARE LISTED IN THE TRAINING RECORDS MUST BE AVAILABLE FOR AN INTERVIEW WITH THE ENGINEERING. THE STAFF OF CONSTRUCTION IS AS GOOD AS THE PERSONNEL FOR THE PROJECT HAVE BEEN IDENTIFIED. DOCUMENTATION SHALL INCLUDE:

- 4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
- 4.2. DATED AND SIGNED COPY OF INSTRUCTION AND SAFETY PROCEDURES.
- 4.3. DATED AND SIGNED COPY OF TRAINING RECORDS INCLUDING THE NUMBER OF HOURS OF TRAINING.
- 4.4. FOLLOWING THE COMPLETION AND THE TERMINATION OF COURSEWORK FOR THE RESPECTIVE CONTRACTOR.

SWPPP AMENDMENTS (SECTION 4):

1. One of the parameters referenced in 401.12(a) or 401.12(b) or another quantity in 401.12(a), must comply with SWPPP changes. Changes involving the use of a less stringent limit must include a justification describing how the replacement limit is effective for the site characterization.
2. Amendments must amend the SWPPP to include additional or modified steps as necessary to correct problems identified on address violations whenever there is a change in design, construction, or operation.

BMP SELECTION AND INSTALLATION (SECTION 7):

1. PERMITTEES MUST SELECT INITIAL AND MAINTAIN THE BMPs IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURING SPECIFICATIONS AND QUALITY STANDARDS. BMPs MUST BE DESIGNED AND CONSTRUCTED TO PREVENT THE RELEASE OF POLLUTANTS TO THE RECEIVING WATER BODY. BMPs MUST BE MAINTAINED TO PREVENT THE RELEASE OF POLLUTANTS TO THE RECEIVING WATER BODY. BMPs MUST BE MAINTAINED TO PREVENT THE RELEASE OF POLLUTANTS TO THE RECEIVING WATER BODY.

[illegible]

THESE REPAIRS WERE COMPLETED WITHIN 24 HOURS OF THE REPORTING OF THE DEFECTS. THE CONTRACTOR STATED THAT THE REPAIRS WERE COMPLETED WITHIN 24 HOURS OF THE REPORTING OF THE DEFECTS. THE CONTRACTOR STATED THAT THE REPAIRS WERE COMPLETED WITHIN 24 HOURS OF THE REPORTING OF THE DEFECTS.

TRAINING ENTITY: UNIVERSITY OF MINNESOTA
INSTRUCTOR: JOHN CHAPMAN
DATES OF TRAINING COURSE: 5/15/2011 - 5/16/2011
TOTAL TRAINING HOURS: 12
RE-CERTIFICATION: 2:27:20 @ HOURS, EXP. 5/16/2023

	EXISTING CONDITION		PROPOSED CONDITION	
BUILDING COVERAGE	11,857 SF	20.3%	20,389 SF	35.3%
ALL PAVEMENTS	17,849 SF	30.6%	25,118 SF	43.1%
ALL NON-PAVEMENTS	28,593 SF	49.0%	12,592 SF	21.6%
TOTAL SITE AREA	58,299 SF	100.0%	58,299 SF	100.0%

PROSION CONTROL QUANTITIES	16,001 SF	27.4%	0.36732
117 FENCE/810-ROLL	40,381 SF	1.13 AC	
PROSION CONTROL BLANKET	5750 LF		
PROSION CONTROL BLANKET	2,500 SF		
PROSION CONTROL BLANKET	4,000 SF		

NOTE: QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL DETERMINE FOR THEMSELVES THE EXACT QUANTITIES FOR BIDDING AND CONSTRUCTION.

SWPPP CONTACT PERSON _____

CONTRACTOR: _____

SWPPP INSPECTOR TRAINING:
ALL SWPPP INSPECTIONS MUST BE PERFORMED BY A

PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORM WATER MANAGEMENT SYSTEM

ATTACHMENT 1: CONSTRUCTION SWPPP TEMPLATE - SITE SPECIFIC SWPPP DOCUMENT
ATTACHMENT 2: CONSTRUCTION STORMWATER INSPECTION CHECKLIST
ATTACHMENT 3: MAINTENANCE PLAN FOR PERMANENT STORMWATER TREATMENT SYSTEMS
ATTACHMENT 4: STORMWATER MANAGEMENT REPORT - ON-FILE AT THE OFFICE OF PROJECT ENGINEER, AVAILABLE UPON REQUEST.
ATTACHMENT 5: STORMWATER MANAGEMENT EVALUATION REPORT - ON-FILE AT THE OFFICE OF PROJECT ENGINEER, AVAILABLE UPON REQUEST.
ATTACHMENT 6: GEOTECHNICAL EVALUATION REPORT - ON-FILE AT THE OFFICE OF PROJECT ENGINEER, AVAILABLE UPON REQUEST.

PROJECT NARRATIVE:
PROJECT A REDEVELOPMENT OF SEVERAL EXISTING SINGLE-FAMILY RESIDENTIAL HOMES INTO A MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING, SITE GRADING, UTILITY AND LANDSCAPE IMPROVEMENTS WILL OCCUR.

NATIVE BUFFER NARRATIVE:
RECOVERING A NATURAL BUFFER AROUND WATER BODIES IS NOT REQUIRED AS PART OF THIS PROJECT BECAUSE WATER BODIES ARE NOT

HAZARDOUS WASTE HAVE NOT BEEN IDENTIFIED AS CONTAMINATED. SINCE NO CONTAMINATION DETECTED, INFILTRATION IS FEASIBLE AS LONG AS SEAL TYPE IS CONGRUOUS TO IMPERMEABLE.

SPECIAL TMDL BMP REQUIREMENTS SITE SPECIFIC (IF REQUIRED):

DURING CONSTRUCTION:

HAZARDOUS WASTE: NO HAZARDOUS WASTE IS KNOWN TO BE PRESENT ON SITE. NO HAZARDOUS WASTE IS KNOWN TO BE PRESENT ON SITE.

PERMANENT STABILIZATION NOTES SITE SPECIFIC:

- PERMANENT SEED MIX:
- FOR ALL AREAS THAT ARE NOT TO BE GROUND OR LANDSCAPED SHALL RECEIVE A NATIVE PERMANENT SEED MIX.
- AREAS IN BUFFERS AND ADJACENT TO OR IN AREAS W/OUT SEED MIX: 35-51 (STORMWATER SOUTH AND WEST) AT 35 LB/5 PER ACRE.
- AREAS W/OUT SEED MIX: 35-271 (RYE PRAIRIE GENERAL) AT 40 LB/5 PER ACRE.

DJR ARCHITECTURE
4031 W. 34th Street, Suite 200
St. Louis Park, MN 55118
612.434.7400
www.djrarchitect.com



NORTHBAY
COMPANIES

55423

LEY
ST. RICHFIELD
Y COMPANY
INNAPOLIS, M

HE
00 64TH STREET
NORTH
2316 4TH AVE

PROJECT	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
---------	---

Matthew H. Poyark
DATE 03/11/01 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE OF RECEIPT

[illegible]

PROGRAM BY NO	APPROVED BY MP 59
PROJECT NUMBER	19414
REVISION SUMMARY	
DATE	DESCRIPTION

SWPPP - NARRATIVE

Copyright © 1994 by The MIT Press

ATTACHMENT B: SWPPP INSPECTION FORM

NOTE: THIS INSPECTION REPORT DOES NOT ADDRESS ALL ASPECTS OF THE NATIONAL POLLUTANT DISCHARGE PREVENTION ACT (NPDES) CONSTRUCTION STORMWATER PERMIT ISSUED ON AUGUST 1, 2015. THE COMPLETION OF THIS CHECKLIST DOES NOT GUARANTEE THAT ALL PERMIT REQUIREMENTS ARE IN COMPLIANCE. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO KNOW AND UNDERSTAND THE PERMIT REQUIREMENTS.

FACILITY INFORMATION
FACILITY ADDRESS: STATE: PERMIT NUMBER: CITY: ZIP CODE:

INSPECTION INFORMATION
DATE (MM/DD/YYYY): TIME: AM/PM
IS THE INSPECTOR CERTIFIED IN SEDIMENT CONTROL AND IS IT DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP)?

IF YES, FOLLOW-UP AND OTHER APPLICABLE PERMIT REQUIREMENTS
NOTE: IF N/A IS SELECTED AT ANY TIME, SPECIFY WHY IN THE COMMENT AREA FOR THAT SECTION.

EROSION CONTROL REQUIREMENT (PART 1A)

1. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

2. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

3. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

4. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

5. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

6. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

7. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

8. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

9. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

10. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

11. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

12. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

13. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

14. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

15. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

16. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

17. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

18. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

19. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

20. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

21. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

22. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

23. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

24. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

25. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

26. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

27. ARE ALL MATERIALS THAT CAN BE ERODED BY WATER OR WIND PROTECTED BY EROSION CONTROL MEASURES? Y N N/A

Stormwater Best Management Practice Operations and Maintenance Plan

Project Name: Rowan Apartments (Henley 2)

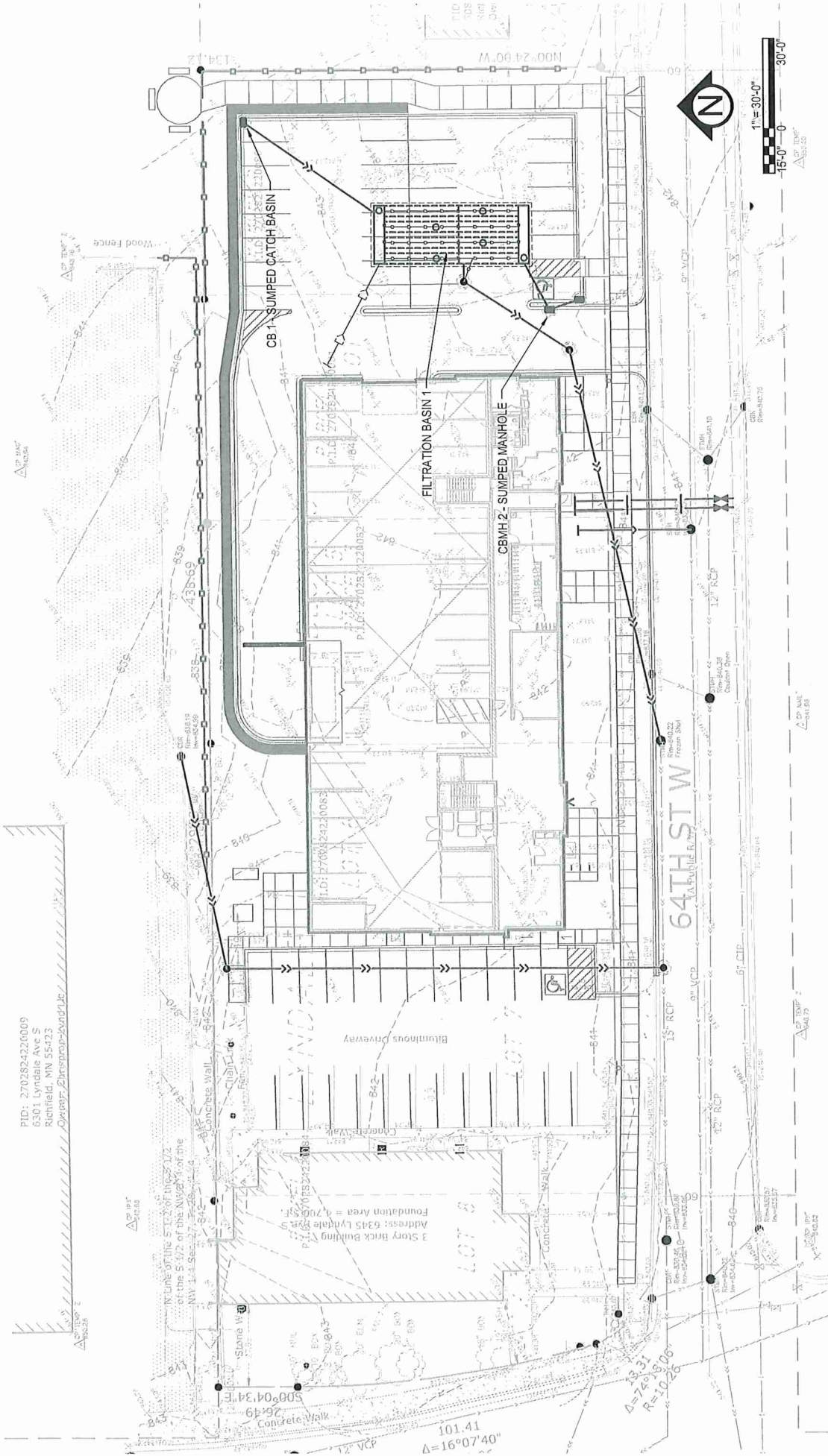
Property Address: 600 64th Street West
Richfield, MN 55423

Date: 02/09/21

INDEX

1. BMP Location Map
2. BMP Inspection Activities
3. BMP Maintenance Activities
4. Typical Manufacturer's Operation and Maintenance Plan
5. BMP Inspection and Maintenance Report
6. Site Operation and Maintenance Form

PID: 2702824226009
6301 Lyndale Ave S
Richfield, MN 55423
Owner: Zionsgroup-lvnd1,lc



CivilSite
GROUP

5831 W. 38TH ST., #200
55126-2500 / 763.213.284
www.CivilSiteGroup.com

ROWAN APARTMENTS - RICHFIELD MN 55423

Project Number: 19414
Revision Number: 02/09/21
Issue Date:

BMP LOCATION MAP



Operation and maintenance of filtration

The most frequently cited maintenance concern for filters is surface and underdrain clogging caused by organic matter, fine silts, hydrocarbons, and algal matter. Common operational problems include:

- standing water;
- clogged filter surface; and
- clogged, inlet, outlet or under-drains

Contents

- 1 Design phase maintenance considerations
- 2 Construction phase maintenance
- 3 Post-construction operation and maintenance
- 4 Related pages

Design phase maintenance considerations

Implicit in the design guidance in the previous sections is the fact that many design elements of filtering systems can minimize the maintenance burden and maintain pollutant removal efficiency. Key examples include limiting drainage area, providing easy site access (*REQUIRED*), and providing adequate pre-treatment (*REQUIRED*).

Construction phase maintenance

Proper construction methods and sequencing play a significant role in reducing problems with operation and maintenance (O&M). In particular, with filter construction the most important action for preventing operation and maintenance difficulties is to ensure that the contributing drainage area has been fully stabilized prior to bringing the practice on line (this is a *REQUIRED* practice).

Inspections during construction are needed to ensure the filter practice is built in accordance with the approved design and standards and specifications. Detailed inspection checklists should be used that include sign-offs by qualified individuals at critical stages of construction, to verify the contractor's interpretation of the plan is acceptable with the designer. Example construction phase inspection checklists exist for bioretention, media filter systems, and vegetative filter systems.

Post-construction operation and maintenance

Proper maintenance is critical to the successful operation of a filtration practice. Without regular maintenance, filtration system media can become clogged, losing its ability to conduct water at the designed rate. This can lead to stagnant water, mosquito breeding habitat, and reduction or elimination of pollutant removal capacity.

Warning: A maintenance plan clarifying maintenance responsibility is *REQUIRED*.

Effective long-term operation of filtration practices necessitates a dedicated and routine maintenance schedule with clear guidelines and schedules. Some important post-construction considerations are provided below.

- A site specific operation and maintenance (O&M) plan that includes the following considerations should be prepared by the designer prior to putting the stormwater filtration practice into operation:
 - operating instructions for drawdown valves, gates and removable weirs (surface filters only);
 - vegetation maintenance schedule;
 - inspection checklists; and
 - routine maintenance checklists
- A legally binding and enforceable maintenance agreement should be executed between the facility owner and the local review authority to ensure the following:
 - sediment should be cleaned out of the sedimentation chamber when it accumulates to a depth equal to $\frac{1}{2}$ the total depth to the outlet, or when greater than 1.5 feet, whichever is less. The sediment chamber outlet devices should be cleaned/repared when drawdown times exceed 36 hours. Trash and debris should be removed as necessary; and
 - silt/sediment should be removed from the filter bed when the accumulation exceeds one inch. When the filtering capacity of the filter diminishes substantially (i.e., when water ponds on the surface of the filter bed for more than 48 hours), the top few inches of discolored material should be removed and replaced with fresh material. The removed sediments should be disposed in an acceptable manner (i.e., landfill).
- Media filters that have a grass cover should be mowed as needed during the growing season to maintain maximum grass heights less than 12 inches.

Example operation and maintenance checklists exist for bioretention, media filter systems, and vegetative filter systems. The following table provides a more detailed checklist of maintenance activities and associated schedule along with *RECOMMENDED* maintenance standards.

Recommended maintenance activities for media filters (Sources: WMI, 1997; Pitt, 1997).

Link to this table

Activity	Schedule
<ul style="list-style-type: none"> ■ If filter bed is clogged or partially clogged, manual manipulation of the surface layer of sand may be required. Remove the top few inches of media, roto-till or otherwise cultivate the surface, and replace media with like material meeting the design specifications. ■ Replace any filter fabric that has become clogged. 	As needed

Activity	Schedule
<ul style="list-style-type: none"> ▪ Ensure that contributing area, facility, inlets and outlets are clear of debris. ▪ Ensure that the contributing area is stabilized and mowed, with clippings removed. ▪ Remove trash and debris. ▪ Check to ensure that the filter surface is not clogging (also check after storms greater than about 1"). ▪ Ensure that activities in the drainage area minimize oil/grease and sediment entry to the system. ▪ If permanent water level is present in pre-treatment chamber (e.g., perimeter sand filter), ensure that the chamber does not leak, and normal pool level is retained. 	Monthly
<ul style="list-style-type: none"> ▪ Check to see that the filter bed is clean of sediment and the sediment chamber is not more than 6 inches of sediment. Remove sediment as necessary. ▪ Make sure that there is no evidence of deterioration, spalling or cracking of concrete. ▪ Inspect grates (perimeter sand filter). ▪ Inspect inlets, outlets and overflow spillway to ensure good condition and no evidence of erosion. ▪ Repair or replace any damaged structural parts. ▪ Stabilize any eroded areas. ▪ Ensure that flow is not bypassing the facility. ▪ Ensure that no noticeable odors are detected outside the facility. 	Annually
<ul style="list-style-type: none"> ▪ Remove and replace the top 2-5 inches of media every 3 to 5 years for low sediment applications, more often for areas of high sediment yield or high oil and grease 	3 to 5 years

Caution: The filter media should consist of an 18-inch layer of clean washed medium sand (meeting ASTM C-33 concrete sand) on top of the underdrain system.

Related pages

- Overview for filtration
- Types of filtration
- Design criteria for filtration
- Construction specifications for filtration
- Assessing the performance of swales
- Assessing the performance of sand filters
- **Operation and maintenance of filtration**
- Calculating credits for sand filter
- Calculating credits for swale
- Cost-benefit considerations for filtration
- References for filtration

Retrieved from "https://stormwater.pca.state.mn.us/index.php?title=Operation_and_maintenance_of_filtration&oldid=23745"

3. INSPECTION ACTIVITIES

Inspection Activity	Recommended Inspection Frequency	Outcomes/Actions
1. Visual inspection for trash and debris	Monthly and following large storm events	Notify maintenance staff/contractor of need for debris removal (See Maintenance Activity 1)
2. Sediment accumulation in device	Every 3-6 months depending on drainage area conditions	Notify maintenance staff/contractor of need to remove sediment when depth exceeds manufacturer's specifications (See Maintenance Activity 2)
3. Oil accumulation in device	Every 3-6 months or following a known oil or gasoline spill	Notify maintenance staff/contractor of need to remove oil when a layer of oil/gasoline develops on water surface in device (See Maintenance Activity 3)
4. Visual inspection of internal components of device	As part of all inspection visits	Notify maintenance staff/contractor of any broken or missing components of device (See Maintenance Activity 4)

** For additional information, see the MPCA Stormwater Manual, 2005

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

4. MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance By
1. Trash and debris removal from device	As needed per inspection	Remove trash and debris from structure as outlined by manufacturer's recommendation	By owner unless designated
2. Sediment removal	Every 6 months or when sediment accumulation has exceeded manufacturer's specifications	Remove accumulated sediment from device per the manufacturer's recommendations	By owner unless designated
3. Oil removal	Remove oil from water surface using method outlined by manufacturer's recommendation	Remove oil from water surface using method outlined by manufacturer's recommendation	By owner unless designated
4. Clean/fix device components	As part of all inspection visits	Dependent on type of damage; Repair structure per manufacturer's recommendations	By owner unless designated

** For additional information, see the MPCA Stormwater Manual, 2005

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Local Maintenance Contractors

Charlie Wilson
Minnesota Utilities & Excavating
(651) 464-5532

Jesse Wilcox
Carl Bolander and Sons
(651) 224-6299

5. TYPICAL MANUFACTURER'S INSPECTION AND MAINTENANCE FORM



Maintenance

Underground storm water detention and retention systems should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size or configuration of the system.

Inspection

Inspection is the key to effective maintenance and is easily performed. CONTECH recommends ongoing quarterly inspections of the accumulated sediment. Sediment deposition and transport may vary from year to year and quarterly inspections will help insure that systems are cleaned out at the appropriate time. Inspections should be performed more often in the winter months in climates where sanding operations may lead to rapid accumulations, or in equipment washdown areas. It is very useful to keep a record of each inspection. A sample inspection log is included for your use.

Systems should be cleaned when inspection reveals that accumulated sediment or trash is clogging the discharge orifice. CONTECH suggests that all systems be designed with an access/inspection manhole situated at or near the inlet and the outlet orifice. Should it be necessary to get inside the system to perform maintenance activities, all appropriate precautions regarding confined space entry and OSHA regulations should be followed.

Cleaning

Maintaining an underground detention or retention system is easiest when there is no flow entering the system. For this reason, it is a good idea to schedule the cleanout during dry weather.

Accumulated sediment and trash can typically be evacuated through the manhole over the outlet orifice. If maintenance is not performed as recommended, sediment and trash may accumulate in front of the outlet orifice. Manhole covers should be securely seated following cleaning activities.

6. INSPECTION AND MAINTENANCE REPORT

BMP ID #		
-----------------	--	--

Inspection and Maintenance Report

Date: _____ Personnel: Inspector: _____ Owner: _____

Location: _____ System Size: _____

System Type: Vault ☐ Cast-In-Place ☐ Linear Catch Basin ☐ Manhole ☐ Other ☐

Sediment Thickness in Forebay: _____ Date: _____

Sediment Depth on Vault Floor: _____

Structural Damage: _____

Estimated Flow from Drainage Pipes (if available): _____

☐ ☐ Depth of Standing Water: _____

Maintenance Activities (check off if done and give description)

☐ Trash and Debris Removal: _____

☐ Minor Structural Repairs: _____

☐ Drainage Area Report _____

Excessive Oil Loading: Yes ☐ No ☐ Source: _____

Sediment Accumulation on Pavement: Yes ☐ No ☐ Source: _____

Erosion of Landscaped Areas: Yes ☐ No ☐ Source: _____

Items Needing Further Work: _____

Owners should contact the local public works department and inquire about how the department disposes of their street waste residuals.

Other Comments:

Please complete this inspection record for the referenced property. Retain the original for your files and forward a copy of the completed form to:

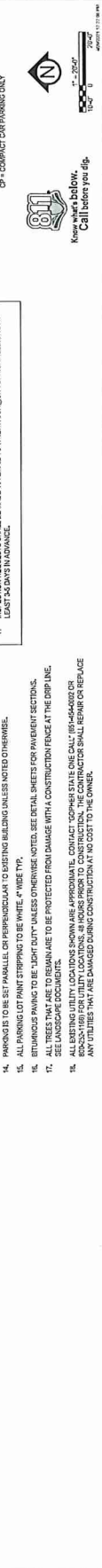
EXHIBIT C

PUBLIC AREAS

Civil Plans prepared by Civil Site Group, dated March 11th, 2021.

Specific plan sheets outlined below:

- Sheet No. C2.0 – Site Plan
- Sheet Nos. C5.0, C5.1, C5.2, C5.3 – Civil Details
- Sheet No. L1.0 – Landscape Plan
- Sheet No. L1.1 – Landscape Plan Notes & Details







1. INITIAL TRENCH ANCHORS OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO AND DURING THE EROSION CONTROL PRACTICES DURING CONSTRUCTION.
2. ALL DOWNSTREAM FRESHWATER SEDIMENT CONTROL INITS MUST BE IN PLACE BEFORE ANY GROUNDWATER REMEDIATION ACTIVITY BEGINS.
3. PERFORM CONTIGUOUS INSPECTION OF EROSION CONTROL PRACTICES.
4. INITIAL UTILITIES WARE, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC. PRIOR TO SETTING PIER OR CATCHMENT DEVICE.
5. PERFORM ALL SITE IMPROVEMENTS.
6. SEEDS AND MULCH IN ALL AREAS AFTER DESTABILIZATION.
7. CONTINUAL RETENTION DEVICES USED UNTIL STABILIZATION OF CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

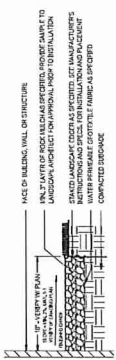
NTS

UNDERGROUND FILTRATION SYSTEM

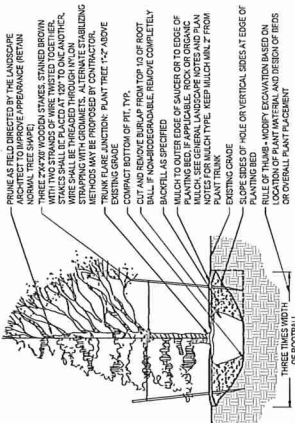
1. INSTALLATION OF IRRIGATION SYSTEMS IN PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PUBLIC WORKS DEPARTMENT. QUESTIONS REGARDING ROW PERMITS CAN BE DIRECTED TO 612-661-9170 OR PWPERMITS@RICHTFIELD.NJ.GOV.

IRRIGATION NOTES:

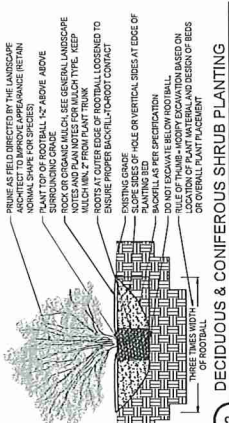
- ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
- CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ADJACENT GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ADJACENT GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COSTS ASSOCIATED WITH CONNECTING DAMAGED SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COSTS ASSOCIATED WITH CONNECTING DAMAGED SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
- IRRIGATION WATER LINE CONNECTION SIZE IS 1/2" AT BUILDING. VERIFY WITH MECHANICAL PLANS/COVERAGE.
- ALL MAIN LINES SHALL BE 1" BELOW FINISHED GRADE.
- ALL LATERAL LINES SHALL BE 12" BELOW FINISHED GRADE.
- ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
- CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 24" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 24" BELOW PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL, TIELED TO THE PAVEMENT SURFACE.
- PRIMER AND SOLVENT CEMENT FORMULATIONS FOR INTENDED TYPE OF CONNECTION.
- BACKFILL ALL TRENCHES WITH SOIL, FREE OF SHARP OBJECTS AND DEBRIS.
- ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
- GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
- IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNERS REPRESENTATIVE.
- CONTROL WIRE SHALL BE 18 AWG, 24 VOLT, 100' MAXIMUM LENGTH PER RUN. SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FARTHEST VALVE FROM CONTROLLER LABEL OR COLOR CODE ALL WIRING.
- ALL WIRING SHALL BE INSTALLED IN CONDUIT, UNLESS OTHERWISE NOTED. WALLETS AND BOWTHAWES BY INDIVIDUALLY ADJUSTING RISERS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
- ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
- USE SCREENS ON ALL HEADS.
- 1.5 SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
- ALL PIPE 7" AND OVER SHALL HAVE THRUST BLOCCING AT EACH TURN.
- ALL AUTOMATIC REMOTE CONTROL VALVES SHALL HAVE 2" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERLATH WITH VALVE AND VALVE BOX. GRAVEL SHALL EXTEND 7' BEYOND PERIMETER OF VALVE BOX.
- THERE SHALL BE 2" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.



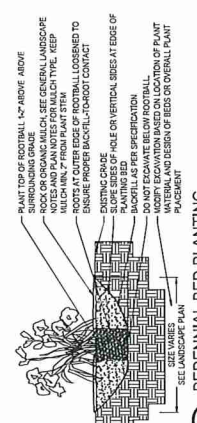
1 AGGREGATE MAINTENANCE STRIP
 NTS



2 DECIDUOUS & CONIFEROUS TREE PLANTING
 NTS



3 DECIDUOUS & CONIFEROUS SHRUB PLANTING
 NTS



4 PERENNIAL BED PLANTING
 NTS



Know what's below.
 Call before you dig.

Exhibit D
600 64th St West – Riley Apartments
Public Area Improvements

Public Area Feature	Ownership	Construction and Installation Responsibility	Maintenance, Repair, Replacement Responsibility	Responsible for the Cost of Operation & Maintenance	Inspection & Maintenance Cycle
Public Sidewalk/Trail	City	Developer	City	City	Annually
Public Sidewalk/Trail Snow Removal	City	N/A	See Secs.1 and 3	See Secs. 1 and 3	As needed
Landscaping	Developer	Developer	Developer	Developer	As needed
Private Irrigation	Developer	Developer	Developer	Developer	As needed
Public Utilities (Storm, Sewer, Water)	City	Developer	City	City	As needed
Stormwater Improvements (Underground Retention system and Private Storm Sewer)	Developer	Developer	Developer	Developer	Per the Operations and Maintenance Plan in Exhibit B
Stormwater Improvements (Public Storm Sewer)	City	Developer	City	City	As needed

EXHIBIT E

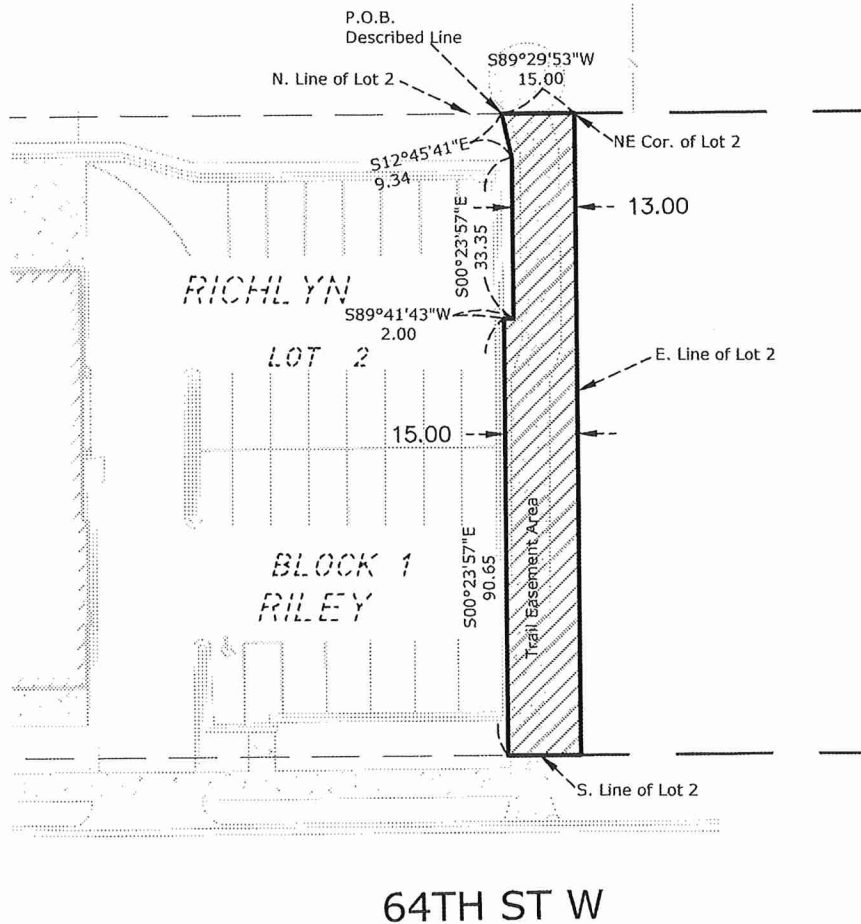
Trail Easement Exhibit

Trail Easement Exhibit
Lot 2, Block 1, RICHLYN RILEY
Bloomington, Hennepin County, Minnesota

DESCRIPTION

An easement for trail purposes over and across that part of Lot 2, Block 1, RICHLYN RILEY, according to the recorded plat thereof, Hennepin County, Minnesota, which lies easterly of the following described line:

Commencing at the northeast corner of said Lot 2; thence on an assumed bearing of South 89 degrees 29 minutes 53 seconds West along the north line of said Lot 2, a distance of 15.00 feet to the point of beginning of the line to be described; thence South 12 degrees 45 minutes 41 seconds East, a distance of 9.34 feet; thence South 00 degrees 23 minutes 57 seconds East, a distance of 33.35 feet; thence South 89 degrees 41 minutes 43 seconds West, a distance of 2.00 feet; thence South 00 degrees 23 minutes 57 seconds East, a distance of 90.65 feet to the south line of said Lot 2 and said line there terminating.



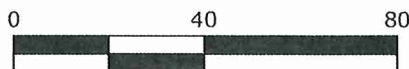
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 12th day of December, 2022

Rory L. Synstelien

Minnesota License No. 44565



SCALE IN FEET

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Drawn By: Craig J.
Project No. 19414.01 SHEET 1 OF 1



STAFF REPORT NO. 08
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Kumud Verma, Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider resolutions designating official depositories for the City of Richfield for 2023, including the approval of collateral.

EXECUTIVE SUMMARY:

In compliance with Minnesota statutes, the City of Richfield must designate on an annual basis those financial institutions it does business with.

U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund.

The following resolutions for the City Council's consideration will designate U.S. Bank/4M Fund as a depository of City funds, and designate certain savings and loan associations, banks, credit unions and certain financial institutions as depositories for the investment of City funds.

RECOMMENDED ACTION:

By Motion: Adopt the attached resolutions designating official depositories, with the understanding that the City could not invest in any of the depositories beyond the level of insurance coverage or the pledged collateral.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A

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

In accordance with Minnesota Statutes Section 118A.01 - 118A.06, the City of Richfield must designate financial institutions annually. The institutions must pledge the collateral over and above the amount of federal insurance, as public depositories.

U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund. Monies received, checks written by the City, flow through U.S. Bank, however, at the end of each business day, any proceeds remaining in City U.S. Bank accounts are swept to the 4M Fund to be invested. Therefore, at the end of the business day the City accounts are zero, which means the collateral

requirements of Minnesota Statutes Section 118A.03 are not required. Accordingly, U.S. Bank has met all other statutory requirements and should be considered as a depository for the City's Deputy Registrar, payroll and vendor accounts and all savings deposits.

The City must also annually designate certain savings and loan associations, banks, and credit unions as official depositories for deposit and investment of certain City funds. With approval of these official depositories, the City will be able to deposit and invest funds in these institutions, not exceeding the federal insurance of \$250,000. Currently US Bank is the only bank designated as the official depository of the City. We are securing an advance approval from the Council to be able to deposit and invest City's funds with other institutions in case an opportunity becomes available.

An annual designation must also be made for certain financial institutions as depositories for the investment of City funds for 2023. These institutions, such as investment brokerage firms, offer government securities in the manner required by law. These financial institutions include RBC Capital Markets, Raymond James & Associates, Inc., Northland Securities, Oppenheimer & Co., Principal Custody Solutions, Moreton Capital Markets, Pershing Wealth Solutions BNY Mellon, and the 4M Fund.

C. CRITICAL TIMING ISSUES:

N/A

D. FINANCIAL IMPACT:

N/A

E. LEGAL CONSIDERATION:

The City is required by Minnesota Statute 118A.01 - 118A.06, to designate as a depository of funds, insured banks or thrift institutions. Any collateral so deposited is accompanied by an assignment pledged to the City in the amount specified in the attached resolutions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
▣	Resolution designating US Bank as 2023 depository for Richfield	Resolution Letter
▣	Resolution designating Bank and Credit Unions as 2023 depository for the City	Resolution Letter
▣	Resolution designating Financial Institutions as 2023 depository for the City	Resolution Letter

RESOLUTION NO.

**RESOLUTION DESIGNATING U.S. BANK
A DEPOSITORY OF FUNDS FOR THE CITY OF
RICHFIELD FOR THE YEAR 2023**

BE IT RESOLVED, by the City Council of the City of Richfield (the City) as follows:

That, in accordance with Minnesota Statutes, Section 118A.01- 118A.06, U.S. Bank be, and hereby is designated a depository of the funds of the City, subject to modification and revocation at any time by said city, and subject to the following terms and conditions:

The said depository shall not be required to give bonds or other securities for such deposits provided that the total sum thereof shall not at any time exceed in any depository the sums for which its deposits are insured under the Acts of Congress of the United States relating to insurance of bank deposits; but that in case such deposits in any such depository shall at any time exceed such insured sum, said depository shall immediately furnish bonds or other security for such excess according to law, approved by the City Council of said city.

That said depository shall pay on demand all deposits therein; and shall pay all time deposits, at or after the end of the period for which the same shall be deposited, on demand.

BE IT FURTHER RESOLVED, that there shall be maintained a general account in which shall be deposited all monies from the water, sewer, storm sewer, liquor, swimming pool/ice arena, deputy register fees, city permits and other deposits not otherwise specifically provided for. The following officers or their facsimile signatures shall sign checks on this account;

KATIE RODRIGUEZ, CITY MANAGER
KUMUD VERMA, CITY TREASURER

BE IT FURTHER RESOLVED, that all funds remaining in the account at the end of each business day will be transferred from U.S. Bank to the 4M Fund where funds deposited are invested and insured.

Passed by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk

RESOLUTION NO.

RESOLUTION DESIGNATING CERTAIN SAVING AND LOAN ASSOCIATIONS, BANKS, AND CREDIT UNIONS AS DEPOSITORIES FOR THE DEPOSIT AND INVESTMENT OF CITY FUNDS IN 2023

BE IT RESOLVED, by the City Council of City of Richfield (City), Minnesota

WHEREAS, pursuant to Minnesota Statutes, Sections 118A.01 – 118A.06, municipal funds may be deposited in any Savings and Loan Association, Bank or Credit Union which has its deposits insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA); and

WHEREAS, the amount of said deposits may not exceed the FDIC/NCUA insurance covering such deposits which insurance amount is presently \$250,000; and

WHEREAS, the deposit of City funds in Savings and Loan Associations and Banks would provide greater flexibility in the City's investment program and maximize interest income thereon; and

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

1. It is hereby found and determined that it is in the best interest of the property management of City funds that various banks be designated as additional depositories for City funds for 2023.
2. It is further found and determined that the purpose of such depository designation is to facilitate the proper and advantageous deposit and investment of City funds and that such designation is not exclusive, nor does it preclude the deposit of any City funds in other officially designated depositories of the City.
3. The Finance Manager is hereby authorized to deposit City funds in various depositories up to the amount of \$250,000, or such other amount as may be subsequently permitted by law, such deposits to be in the form of demand accounts, payable to the City on the signature of the Finance Manager. Such deposits may be made and withdrawn from time to time by the Finance Manager as their best judgment and the interests of the City dictates.
4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies of the City regarding the investment of City funds.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary Supple, Mayor

ATTEST

Chris Swanson, Acting City Clerk

RESOLUTION NO.

**RESOLUTION DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS
DEPOSITORIES FOR THE INVESTMENT OF CITY OF RICHFIELD FUNDS IN
2023**

WHEREAS, the City of Richfield (City) has money available for investment; and

WHEREAS, different financial institutions offer different rates of return on investments;
and

WHEREAS, the City shall purchase U.S. Treasury Bills, U.S. Treasury Notes and other such government securities in the manner required by law from the institution offering the highest rate to the City, providing greater flexibility in the investment program and maximize interest income thereon; and

NOW, THEREFORE, BE IT RESOLVED, the City of Richfield, Minnesota, inaccordance with Minnesota Statutes, Sections 118A.01 – 118A.06, as follows:

1. It is hereby found and determined that it is in the best interest of the proper management of City funds that certain financial institutions be designated as additional depositories for City fund in 2023.

2. The following financial institutions designated as depositories for City funds:

RBC Capital Markets
Principal Custody Solutions
Northland Securities, Inc.
Moreton Capital Markets

Raymond James & Assoc.
4M Fund
Oppenheimer & Co.
Pershing Wealth Solutions BNY Mellon

3. The Finance Manager is hereby authorized to deposit City funds in any or all of the depositories herein designated. Such deposits may be made and withdrawn from time to time by the Finance Manager's discretion and as the interest of the City dictates.

4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies regarding the investment of these funds.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary Supple, Mayor

ATTEST

Chris Swanson, Acting City Clerk



STAFF REPORT NO. 09
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Kumud Verma, Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution authorizing the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City, and authorizing City Manager and Finance Manager to designate employees to whom a card can be issued.

EXECUTIVE SUMMARY:

In accordance with Minnesota Statutes, the City of Richfield must authorize the use of credit cards by City employees authorized to make purchases on behalf of the City.

In today's business environment, most retail businesses, will no longer allow the City to purchase on an account and will only accept a City check or a City credit card. The use of a City credit card provides efficiency and flexibility for employees to purchase goods and services on behalf of the City.

Historically the Council has approved a total number of purchasing cards, ranging from a total of 30-35, and designated the number of cards per department. Staff expects that number to be more or less the same going forward and proposes allowing the City Manager and the Finance Manager to determine which employees are provided credit cards in the future. This will provide needed operational flexibility without compromising internal controls.

RECOMMENDED ACTION:

By Motion: Adopt the attached resolution authorizing the use of City credit cards by City employees otherwise authorized to make purchases on behalf of the City, and authorizing City Manager and Finance Manager to designate employees to whom a card can be issued.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City participates in Purchasing Card program as offered through US Bank. The program is designed to make the purchasing/procurement process for low dollar valued items more efficient. The intent is to save time and paperwork by reducing the need for purchase orders, petty cash, check requests and employee reimbursements.

The City Purchasing card program began in 2010 on a limited basis and has expanded since that time. The program has controls in place to limit monthly and single purchase amounts. Finally, a City Purchasing Card Policy has been established which is consistent with the City's Purchasing Policy and Minnesota Statutes.

Historically the Council has approved total number of purchasing cards, ranging from a total of 30-35, and designated the number of cards per department. Staff expects that number to be more or less the same going forward.

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

In accordance with Minnesota Statutes Section 471.382, the City of Richfield must authorize the use of credit cards by any City employee otherwise authorized to make a purchase on behalf of the City.

Further, if a City employee makes or directs a purchase by credit card that is not approved by the City Council, the employee could be personally liable for the amount of the purchase.

A purchase by credit card must otherwise comply with all statutes, rules, and City policies applicable to City purchases.

The City's auditors recommend that the City authorize the use of credit cards by City employees on an annual basis.

C. CRITICAL TIMING ISSUES:

N/A

D. FINANCIAL IMPACT:

The holders of City credit cards are responsible for reviewing and approving all purchases completed with the credit card.

E. LEGAL CONSIDERATION:

The City is required by Minnesota Statute 471.382 to authorize the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide to not authorize the use of credit cards by City employees. This could be an issue as most retail businesses in today's environment will no longer allow the City to purchase on an account and will only accept a City check or a City credit card. The use of City credit cards by employees provides efficiency and flexibility for employees to purchase goods and services on behalf of the City.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution authorizing the use of credit cards by city employees	Resolution Letter

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE USE OF CREDIT CARDS BY CITY
EMPLOYEES AUTHORIZED TO MAKE PURCHASES ON BEHALF OF THE
CITY OF RICHFIELD**

BE IT RESOLVED, by the City Council of the City of Richfield (City) as follows:

In accordance with Minnesota Statutes, Section 471.382, the City Council of the City of Richfield authorizes the use of a credit card by city employees otherwise authorized to make purchases on behalf of the City.

The authorization is subject to modification and revocation at any time by the City Council and is subject to the following terms and conditions:

If a city employee makes or directs a purchase by credit card that is not approved by the City Council or violates applicable laws and policies, the employee can be personally liable for the amount of purchase.

All purchases by credit card must comply with all statutes, rules, and City policies applicable to city purchases.

BE IT FURTHER RESOLVED, the Finance Manager and the City Manager are hereby authorized to designate which employees, in accordance with established city purchasing policies and Minnesota Statutes, may use a city issued credit card to make purchases on behalf of the City.

Passed by the City Council of the City of Richfield, Minnesota this 10th day of January 2023.

Mary Supple, Mayor

ATTEST

Chris Swanson, Acting City Clerk



STAFF REPORT NO. 16
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Kumud Verma, Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/5/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution adopting the Purchasing and Spending Authority Policy for the employees and officials of the City.

EXECUTIVE SUMMARY:

The Uniform Municipal Contracting Law (Minnesota Statute 471.345) sets out procedures that City must follow for contracts to sell, purchase or rent supplies, materials, or equipment, or to construct, alter, repair or maintain real or personal property. All contracts greater than \$175,000 requires approval of the Council. Accordingly City has established a purchasing and spending policy within the parameters of the State statute. There are additional guidelines from League of Minnesota Cities and Office of the Minnesota State Auditor on what is acceptable for public purpose expenditure. It is recommended to revise the spending authority to provide greater flexibility to the staff within the guidelines of the statute. A recap of the current and proposed spending authority is reported in the table below.

Current Approval Matrix

	Divison Manager	Department Director	Finance Manager	City Manager	Council
\$175,000 or above	Yes	Yes	Yes	Yes	Yes
\$1,000 - \$174,499.99	Yes	Yes	Yes	Yes	
\$0 - \$999.99	Yes				

Proposed Approval Matrix

	Divison Manager	Department Director	Finance Manager	City Manager	Council
\$175,000 or above	Yes	Yes	Yes	Yes	Yes
\$25,000 - \$ 174,999.99	Yes	Yes	Yes	Yes	
\$5,000 - \$24,999.99	Yes	Yes	Yes		
\$1,000 - \$4,999.99	Yes	Yes			
\$0 - \$999.99	Yes				

RECOMMENDED ACTION:

By Motion: Adopt the attached resolution amending the Purchasing and Spending Authority Policy to establish guidelines with respect to purchasing and the authority to purchase on behalf of the City within the parameters of the Law.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

City's current policy requires City Manager to approve all spending greater than \$1,000 and the Council to approve all payments greater than \$175,000. After a review of the policy, it is determined to revise the threshold amount upwards requiring the City Manager to approve only those payments that are greater than \$25,000. The Department Directors' approval limit is being revised up from \$1,000 to \$5,000. This will provide greater flexibility to the department directors to manage their budgets and streamline the payables function. No change is being proposed to the Council's approval threshold and all purchasing & spending greater than \$175,000 will continue to be approved by the Council.

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

Attached for your review is the proposed policy.

C. CRITICAL TIMING ISSUES:

N/A

D. FINANCIAL IMPACT:

Division Manager and Department Directors are responsible for reviewing and approving all purchases and expenses within the approval limit.

E. LEGAL CONSIDERATION:

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution approving Purchasing Policy	Resolution Letter
□ Purchasing and Spending Policy 2023	Exhibit

RESOLUTION NO.

**RESOLUTION APPROVING PURCHASING AND SPENDING AUTHORITY
POLICY**

WHEREAS, the City of Richfield establishes policies to ensure consistency and accountability; and

WHEREAS, the purpose of the Purchasing and Spending Authority Policy (“the Policy”) is to establish uniform and consistent guidelines with respect to purchasing and the authority to purchase on behalf of the City; and

WHEREAS, this Policy lays out procedures employees must follow for contracts to sell, purchase or rent supplies, materials, or equipment, or to construct, alter, repair or maintain real or personal property; and

WHEREAS, the purchasing procedures to follow depend on the estimated amount of the contract and estimates; and

WHEREAS, all purchases must comply with all state statutes, rules, and City policies applicable to city purchases; and

WHEREAS, this Policy is within the parameters of the Uniform Municipal Contracting Law.

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

1. To adopt the Purchasing and Spending Authority Policy for the employees and officials of the City of Richfield to be effective January 10, 2023.

Approved by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk

PURCHASING AND SPENDING AUTHORITY POLICY

CITY OF RICHFIELD

CITY POLICY

DATE: January 10, 2023

SUBJECT: Purchasing and Spending Authority Policy

The purpose of this policy is to establish uniform and consistent guidelines with respect to purchasing and the authority to purchase on behalf of the City within the parameters of the Uniform Municipal Contracting Law, [Minnesota State Statute Section 471.345](#). Additional resources from the League of Minnesota Cities, related to purchasing and spending authority, is contained in:

- [Information Memo - Competitive Bidding Requirements in Cities](#)
-
- [Handbook for Minnesota Cities - Chapter 22 Expenditures, Purchasing and Contracts](#)

Uniform Municipal Contracting Law ([Minn. Stat. Sec. 471.345](#))

The Uniform Municipal Contracting Law sets out procedures that cities must follow for contracts to sell, purchase or rent supplies, materials, or equipment, or to construct, alter, repair or maintain real or personal property. The procedures to follow depend on the estimated amount of the contract and estimates should be reasonable. (e.g. if a city asks for quotations because it estimates the value of a contract will be below the bid threshold but all of the quotations are substantially over the threshold, the city should solicit formal bids.)

- A. **Contracts defined.** A “contract” means an agreement entered into by a city for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property. ([Minn. Stat. Sec. 471.345.2](#)) All City contracts should be in writing regardless of their nature or the dollar amount involved.
- B. **Contracts or purchases over \$175,000.** If the amount of the contract is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield. ([Minn. Stat. Sec. 471.345.3](#)) The requirement that the successful bidder be “responsible” protects cities from having to choose unqualified or unscrupulous low bidders. It allows a city council to consider factors such as the bidder’s financial responsibility, integrity, skill and ability, and the likelihood that the bidder will do satisfactory work. A city can even include evaluation criteria for “responsible” bidders in the bid specifications.
- C. **Contracts over \$175,000; best value alternative.** As an alternative to the procurement method described in paragraph A, cities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described above and in state statutes section [16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c). ([Minn. Stat. Sec. 471.345.3a](#))
- D. **Contracts or purchases from \$25,000 to \$175,000.** If the amount of the contract or purchase is estimated to exceed \$25,000 but not to exceed \$175,000, the contract or purchase may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations must be kept on file for a period of one year after receipt thereof. ([Minn. Stat. Sec. 471.345.4](#))
- E. **Contracts from \$25,000 to \$175,000; best value alternative.** As an alternative to the procurement method described in paragraph C, cities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described above, and in state statutes section [16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c). ([Minn. Stat. Sec. 471.345.4a](#))

- F. **Contracts or purchases \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract or purchase may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract or purchase is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, cities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described above and in state statutes section [16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c). ([Minn. Stat. Sec. 471.345.5](#))

Best Value Procurement Alternative

Under certain circumstances, as listed above, cities may use best value contracting for construction projects. Best value procurement is a process based on competitive proposals, as an alternative to sealed bids, which awards the contract to “the vendor or contractor offering the best value under a request for proposals as described in [section 16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c).” ([Minn. Stat. Sec. 412.311.2](#))

For the purposes of construction, alteration, repair or maintenance work, “best value” describes the result determined by a procurement method that considers price and other criteria. A list of potential other criteria can be found in [Minn. Stat. Sec. 16C.28.1b](#). The solicitation document must state the relative weight of price and other selection criteria and the award must be made to the vendor or contractor offering the best value applying the weighted selection criteria. If an interview of the vendor’s or contractor’s personnel is one of the selection criteria, the relative weight of the interview shall be stated in the solicitation document and applied accordingly.

Personnel administering best value procurement procedures must be trained in Request for Proposals (RFP) process for best value contracting for construction projects.

Exceptions to Competitive Bidding

The following are some of the most common exceptions to the competitive-bidding requirements:

- A. **Non-contracts.** An agreement that does not meet the definition of a contract under the competitive bidding law is exempt from the competitive bidding requirements. For example, an agreement in which a company supplied a special scoreboard system in exchange for the right to sell or lease advertising space on it was found to be exempt from the competitive bidding requirements because it was not a contract for “materials, supplies or equipment.” Likewise, contracts for refuse hauling and janitorial services were also found to be exempt from the competitive bidding requirements because they were not considered to be contracts within the definition of the competitive bidding law. ([LMC Competitive Bidding Requirements](#))
- B. **Cooperative purchasing.** (a) Cities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section [16C.11](#). For a contract estimated to exceed \$25,000, a city must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source. (b) If a city does not utilize the state's cooperative purchasing venture, a city may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations. ([Minn. Stat. Sec. 471.345.15](#))
- C. **Electronic reverse-auction purchases.** Cities may use an electronic reverse-auction procedure to contract for the purchase of supplies, materials, and equipment regardless of their cost. This procedure allows vendors to compete to provide the requested supplies, materials or equipment at the lowest selling price in an open and interactive electronic environment. Cities may not use this process to contract for services or a service contract. ([Minn. Stat. Sec. 471.345.16](#))

- D. **Electronic sales of surplus supplies, materials, and equipment.** Cities may contract to sell supplies, materials, and equipment, which are surplus, obsolete, or unused, regardless of their cost, using an electronic selling process in which purchasers compete to offer the highest purchase price in an open and interactive environment. ([Minn. Stat. Sec. 471.345.17](#))
- E. **Guaranteed energy savings contracts.** Contracts for energy conservation measures that will reduce energy consumption or operating costs are not subject to competitive bidding. There are additional procedural requirements that must be considered and satisfied. ([Minn. Stat. Sec. 471.345.13](#))
- F. **Intergovernmental contracts.** Contracts between governmental entities for the sale, lease or purchase of real or personal property between federal, state or political subdivisions. ([LMC Competitive Bidding Requirements](#))
- G. **Real estate contracts.** The purchase or sale of real property is generally not required to be competitively bid. ([LMC Competitive Bidding Requirements](#))
- H. **Professional services contracts.** Professional services, such as those provided by doctors, engineers, lawyers, architects, accountants, and other services requiring technical, scientific or professional training.
- I. **Some group-insurance contracts.** Group insurance for 25 or more employees. This type of insurance must be solicited through requests for proposals. The request for proposals must be in writing and must include the coverage to be provided, the criteria for evaluation of carrier proposals, and the aggregate-claims records for the appropriate period. The request for proposals must be published in a newspaper or trade journal for at least 21 days before the final day for submitting proposals. ([LMC Competitive Bidding Requirements](#))
- J. **Emergency contracts.** The Emergency Management Act gives cities the ability to declare an emergency for a limited period of time. During an emergency (“an unforeseen combination of circumstances that calls for immediate action to prevent a disaster from developing or occurring”) or disaster (“a situation that creates an actual or imminent serious threat to the health and safety of persons”), cities are not required to use mandated contracting procedures. If the facts of the situation do not indicate that a true emergency existed, such a contract would likely be considered void. ([LMC Competitive Bidding Requirements](#))
- K. **Some intergovernmental construction contracts.** A cooperative agreement to construct a project with the state or with another political subdivision of the state when the other unit does the construction. This applies only where there is an agreement prior to the initial advertising for bids on the project. ([LMC Competitive Bidding Requirements](#))
- L. **Water tank service contracts.** Under certain circumstances, a city may enter into a multi-year contract for the engineering, repair, and maintenance of a water storage tank and its accessory facilities without advertising for bids. ([Minn. Stat. Sec. 471.345.5b](#))
- M. **Public safety equipment.** A city may acquire by purchase or lease used public safety equipment without competitive bids or proposals if the equipment is clearly and legitimately limited to a single source of supply, and the contract price may be best established by direct negotiation. “Public safety equipment” is defined as vehicles and specialized equipment used by a fire department in firefighting, ambulance, and emergency medical treatment services, rescue, and hazardous materials response. ([Minn. Stat. 471.3455](#))
- N. **HRA exceptions.** Under certain circumstances, a housing and redevelopment authority does not need to comply with competitive bidding requirements. ([Minn. Stat. 469.015.4](#))
- O. **Public improvements made by a subdivider.** The construction and installation of public improvements made by a subdivider or a subdivider’s contractor do not need to comply with competitive bidding requirements. ([Minn. Stat. 462.358.2a](#))

Richfield City Charter Requirements

- A. [Section 6.05. Purchases and Contracts.](#) City contracts must be made in compliance with state law and this charter. Where the amount of a contract is more than the dollar amount contained in Minnesota Statutes, Section 471.345, Subd. 3 the contract must be approved by the City Council upon the recommendation of the City Manager. When contracts are competitively bid, the Council may reject any and all bids. The City Manager may approve contracts in an amount equal to or less than the dollar amount contained in Minnesota Statutes, Section 471.345. Subject to the provisions

of the Charter, and other applicable law, the Council may by ordinance or by resolution adopt further regulations for making of bids and letting of contracts. (Amended, Bill 1987-21, Bill 1996-5; Bill No. 2013-8)

- B. With respect to public improvements and special assessments, the following City Charter requirements apply:
1. [Section 8.03. Public Works; How Performed.](#) Public works, including all local improvements, may be constructed, extended, repaired and maintained either directly by day labor or by contract. The City shall require contractors to give bonds for the protection of the City and all persons furnishing labor and materials pursuant to the laws of the state.
 2. [Section 8.04. Approval by Ordinance.](#) Any capital improvement on property owned or leased by the City, excluding street and utility rights of way, which has an estimated cost exceeding \$2,000,000.00 or expenditures for design or engineering costs exceeding \$250,000.00 must be approved by ordinance after a public hearing. (Added, Bill No. 1998-5; Bill No. 2013-10)
 3. [Section 8.05. Notice of Public Hearings.](#) Notice of public hearings required by Section 8.04 shall be published at least twice in the official newspaper within fourteen (14) days prior to the date of the hearing. Additional notice of such public hearings may be given in such manner as the Council may determine. This notice must contain the estimated costs of the capital improvement. (Added, Bill No. 1998-5)

Spending Authority

- A. Contracts or purchases greater than \$175,000 must be submitted to the City Council for approval.
- B. Contracts or purchases from \$25,000 to \$175,000 must be approved by division manager, department director, finance manager and the City Manager or designee.
- C. Contracts or purchases from \$5,000 to \$25,000 must be approved by the division manager, department director and finance manager or designee.
- D. Contracts or purchases from \$1,000 to \$5,000 must be approved by the division manager, and the department director or the department director's designee.
- E. Contracts or purchases less than \$1,000 must be approved by the division manager.

Liquor Operations Spending Authority

- A. Liquor operation invoices that are for product purchased for resale must be approved by either the lead liquor clerk, assistant store manager or the store manager. Invoices for product purchased for resale are not required to follow normal spending authority procedures. There are two reasons for this exception to normal spending authority procedures:
 1. Product purchases for resale are required to be paid to the beer and liquor wholesalers within 30 days of delivery.
 2. The large volume of product invoices to process requires the simplified spending authority procedures.
- B. All other contracts or purchases that are not products purchased for resale must follow normal spending authority procedures as outlined above.

Notice of Solicitation of Bids

The notice that bids are being solicited must be published once in the city's official newspaper at least ten days before the last day for the submission of bids. Additional public notice and hearing requirements for public improvements ordered and specially assessed are provided in [Minn. Stat. Chapter 429](#).

Alternative Dissemination of Bids and Requests for Proposals

A city may use its web site or a recognized industry trade journal as an alternative method to disseminate solicitations of bids, requests for information, and requests for proposals.

- A. If a political subdivision designates an alternative method to newspaper notice:
 - 1. The political subdivision must continue to publish solicitations and requests in the newspaper for six months in addition to the alternative method.
 - 2. The publication in the newspaper must indicate where to find the designated alternative method.
 - 3. Alternative methods of publication must be in substantially the same format and for the same time period as is required for newspaper publication. ([Minn. Stat. Sec. 331A.03](#))
- B. If, in the normal course of its business, a qualified newspaper maintains a web site, then as a condition of accepting and publishing public notices, the newspaper must agree to post all the notices on its web site during the notice's full publication period. ([Minn. Stat. Sec. 331A.02.5](#))

Performance and Payment Bonds

For some contracts, cities must require contractors to provide a performance bond and a payment bond. This requirement applies to contracts over \$75,000 for the performance of public work. The required performance bond benefits the city by ensuring that the work is completed according to the terms of the contract, while the required payment bond benefits subcontractors and people who provide labor and materials, by seeing that their claims for labor and materials are paid.

Withholding Certificates

Before a city makes the final payment to a contractor under a contract requiring the employment of employees for wages, it must make sure the contractor and any subcontractors have complied with withholding tax laws. Contractors and subcontractors show compliance by submitting a withholding affidavit to the Minnesota Department of Revenue. This can be done electronically or by mailing a completed Form IC134, "Withholding Affidavit for Contractors." If a contractor or subcontractor has withheld taxes as required, the Department of Revenue will return an electronic confirmation or sign and return the Form IC134, certifying compliance.

Approved: /s/ Katie Rodriguez
City Manager



STAFF REPORT NO. 10
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director Of Public Safety/Chief of Police
12/5/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider the approval of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for NTLL Hockey Ventures, LLC., dba Minnesota Whitecaps, located at the Richfield Ice Arena, 636 66th Street E.

EXECUTIVE SUMMARY:

On October 19, 2022, the City received the application materials for new On-Sale Wine and 3.2 Percent Malt Liquor licenses for NTLL Hockey Ventures, LLC., dba Minnesota Whitecaps, located at the Richfield Ice Arena, 636 66th Street E.

All required information and documents have been received. All licensing fees have been paid.

The Public Safety background investigation has been completed. The Public Safety Director has reviewed the background investigation report and found nothing that would cause the Public Safety Director to recommend denial of the requested licenses.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for NTLL Hockey Ventures, LLC., dba Minnesota Whitecaps, located at the Richfield Ice Arena, 636 66th Street E.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The applicant has satisfied the following requirements for issuance of licenses:
 - The required license fees have been paid.
 - Real estate taxes are current.
 - Proof of commercial and liquor liability insurance have been received showing Society Insurance as affording coverage.
- As a result of this being a new request for On-Sale Wine and 3.2 Percent Malt Liquor licenses, there is no need for an accountant's statement regarding food/alcohol ratio.
- As stated in the Executive Summary, the Public Safety Director has reviewed the background

information and sees no basis for denial.

- On-Sale Wine and 3.2 Percent Malt Liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owner of the establishment.
- There are no distance requirements to notify neighbors of the issuance of On-Sale Wine and 3.2 Percent Malt Liquor licenses.

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

Richfield City Code Section 1202 requires owners of On-Sale Wine and 3.2 Percent Malt Liquor licensed establishments to comply with all the provisions of both City Code and State Statutes.

C. CRITICAL TIMING ISSUES:

There are no critical timing issues.

D. FINANCIAL IMPACT:

Licensing fees have been received.

E. LEGAL CONSIDERATION:

- The requirements of Resolution No. 9511 must be met which outlines the discipline they can expect if any on-going problems occur. A copy of this resolution has been given to the owner of the establishment.
- The Notice of Public Hearing was published in the Richfield Sun Current on December 29, 2022.

ALTERNATIVE RECOMMENDATION(S):

- The Council could deny the requested licenses, which would mean the current applicants would not be able to serve On-Sale Wine and 3.2 Percent Malt Liquor; however, Public Safety has found no basis to deny the license.
- Schedule the hearing for another date; however, this will delay the licensing process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Andy Scurto, Owner - Bobby Long, Manager

ATTACHMENTS:

Description	Type
□ MN Whitecaps background investigation	Cover Memo

Minnesota Whitecaps Background Investigation



Completed by Investigator Barber

Introduction

NLLT Hockey Ventures LLC, D/B/A Minnesota Whitecaps located at 636 E 66th St is applying for a new wine and 3.2 percent malt liquor license. The owner/licensee is listed Andrew James Scurto. The establishment is an arena with a bar area, with indoor seating for approximately 1,800. Zero outdoor seats and liquor will be consumed solely indoors.

This background check is required pursuant to Richfield City Ordinance 1202.

Applicants, Spouses and Interested Parties:

NLLT Hockey Ventures LLC, D/B/A Minnesota Whitecaps is a business owned solely by Andrew James Scurto. Scurto is married to Yuliya Scurto. Director of Hockey Operations is listed as Robert Thomas Long. Robert is married to Amanda Cheri Long. The general manager is listed as Chi-Yin Tse who checked the box as being divorced. Manager of Sponsorship and Ticket sales is Kari Michelle Pearson; Pearson is married to Cindy Marie Pearson.

Residences and work history are reported for the previous 10 years.

Owner: Andrew James Scurto (D.O.B 08/27/1968)

(Spoke to Scurto via phone advised me that he divides his time between CA and OK for residency)

Aliases/Other Reported Names: None

Birthplace: San Jose, CA

Spouse: Yuliya Scurto

Residence History:

20888 Ashley Way Saratoga, CA 95070 (Present)

6413 S Mingo RD Tulsa, OK 74133 (Present)

Employment History:

Guidewire, INC San Mateo CA 94403

Spouse: Yuliya P. Scurto (D.O.B 05/24/1971)

Aliases/Other Reported Names: None

Birthplace: Russia

Residency History:

20888 Ashley Way Saratoga, CA 95070 (Present)

Employment History:

Per application N/A

Director of Hockey Operations: Robert Thomas Long (D.O.B 05/20/1969)

Aliases/Other Reported Names: None

Birthplace: Haywood, CA

Spouse: Amanda Cheri Long

Residence History:

112 Pebble Creek CT Minnetonka, MN (Present)

820 Castle Pines Minnetonka, MN
8766 McCathy Ranch DR San Jose, CA
1500 Welder Lane San Jose, CA
1707 Bevin Brook DR San Jose, CA
4487 Fairlands Dr Pleasanton, CA

Employment History:

IHONC Ice Hockey Official-Contractor Northern California
San Jose Sharks (Jr Sharks) Coach; San Jose, CA 95112
Jackstone Insurance Agency Bradford, CA 94513
Sam's Club Mankato, MN 56001

Spouse: Amanda Cheri Long (D.O.B 02/05/1986)

Aliases/Other Reported Names: Maiden name of Blane

Birthplace:

Residency History:

112 Pebble Creek CT Minnetonka, MN (Present)
820 Castle Pines Minnetonka, MN
8766 McCathy Ranch DR San Jose, CA
1500 Welder Lane San Jose, CA
1707 Bevin Brook DR San Jose, CA
4487 Fairlands Dr Pleasanton, CA

Employment History:

Per application N/A

General Manager: Chi-Yin Tse (D.O.B 10/30/1981)

Aliases/Other names reported: None

Birthplace: Newark, NJ

Spouse: None (divorced)

Residency History:

55 Livingston Avenue Apt. #446 St. Paul, MN 55107 (Present)
Solano Avenue Apt. #7 Albany, CA 94706
83 Adamson Street Apt. #1 Allston, MA 02134

Employment History:

Oakland Ice Center Hockey Director; Oakland, CA 94612
Legal Sea Foods, Server and Bartender Boston, MA 02116

Spouse: Tse listed his marital status as divorced. Tse did not list his former spouse in the application.

Manager of Sponsorship and Ticket Sales: Kari Michelle Pearson (D.O.B 03/21/1983)

Aliases/Other Names Reported: Maiden name of Menzia

Birthplace: Minneapolis, MN

Spouse: Cindy Marie Pearson (D.O.B 09/14/1983)

Residency History:

2162 175th Lane NW Andover, MN 55304 (Present)
11029 Summit Dr. Blair, NE 68008

15314 Fowler Avenue; Omaha, NE 68116
726 20th Avenue N; South St. Paul, MN 55075
657 10th Avenue NW; New Brighton, MN 55112
2064 Stillwater Avenue E; St. Paul, MN 55119

Employment History:

University of Nebraska; Omaha, NE 68182
Stratasys; Eden Prairie, MN 55344
Identitystores; Arden Hills, MN 55126
Peoplenet; Minnetonka, MN 55343

Spouse: Cindy Marie Pearson (D.O.B 09/14/1983)

Aliases/Other Reported Names: None

Birthplace: Lincoln, NE

Residency History:

2162 175th Lane NW; Andover, MN 55304 (Present)
11029 Summit Dr; Blaire, NE 68008
15314 Fowler Avenue; Omaha, NE 68116

Employment History:

Per application N/A

Criminal Background Check

I conducted the following criminal checks on all of the above parties with interest in this business:

- Criminal History
- NCIC/CJIS Database for wants and warrants
- Minnesota Driver's License records
- Minnesota Court Records- Criminal, Civil, and Judgments
- Minnesota Predatory Offender Registration
- Local agency records checks

Andrew & Yuliya Scurto

Using multiple law enforcement databases and public records checks out of the state of California and Oklahoma. I did not find any criminal or civil litigation for either party

Robert & Amanda Long

Using law enforcement databases and public records checks out of the state of California and Minnesota. I was unable to locate any criminal history or civil litigations for either party

Chi-Yin Tse

Using law enforcement databases and public records checks out of Massachusetts, California and Minnesota. I did not locate any criminal history, or civil litigation.

Kari & Cindy Pearson

Using law enforcement databases and public records checks out of the state of Nebraska and Minnesota. I was unable to locate any criminal history or civil litigations for either party

Calls For Police Service

In reviewing call for service at the Ice Arena, there have been various calls from damage to property, theft from auto, suspicious vehicle calls. The Richfield Fire Department has responded to calls for service for medical related issues.

Civil Background Check/Civil Judgments Check

No civil judgements were located.

City Ordinance 1202.09 – License Application Requirements

Subdivision Two – Contents of Application:

- (a) The applicant is the owner of the business, Andrew Scurto.
- (b) Liquor sales are to be conducted at 636 E 66th St. No floor plan has been provided.
- (c) The property is listed as being owned by The City of Richfield. A copy of the rental lease agreement was not provided with the application.
- (d) No other persons or businesses were named as having financial interest other than Scurto.
- (e) Hennepin County Tax Records do not show any delinquent taxes
- (f) This section does not apply
- (g) This section does not apply.
- (h) No changes have been made to the property.
- (i) The council has not requested any additional information that this investigator has been made aware of.

Subdivision Three – Additional Information: natural persons:

- (a) Applicant is listed in the criminal background check section
- (b) Not applicable.
- (c) Business name is to be: Minnesota Whitecaps.
- (d) Manager's information is consistent and accurate.
- (e) Provided for owner and spouse.
- (f) Criminal conviction information is listed in the criminal background section of this report.

- (g) Locations of employment were included however length of time was not included.
- (h) Provided in report.

Subdivision Four:

Not Applicable

Subdivision Five:

Not Applicable

City Ordinance 1202.11 – License Fees

City staff indicates all applicable fees as required by section 1202.11 have been paid.

City Ordinance 1202.13 – Proof of Financial Responsibility

Subdivision Two:

Applicants provided a certificate of insurance from Old Republic Residential Market Services which indicates dates of 09/30/2022-09/30/2023 and that it is continuous coverage until cancelled. Policy number WCMN000849601

Summary

The applicant, Scurto is the sole owner of the business and is leasing the location. Long will be acting as Director of Hockey Operations, Tse will be the General Manager, Pearson will be managing sponsorships for the Whitecaps as well as ticket sales

The applicant Scurto also owns and operates other similar businesses in Oklahoma.

Call history at this location has been insignificant during current applicant's ownership/co-ownership.

Proof of liability insurance that meets/exceeds the minimum required by ordinance. All fees required for licensing by the City of Richfield have been paid in full.



STAFF REPORT NO. 11
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Sam Crosby, Planner II

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
1/3/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing to consider vacating an existing utility easement to be replaced with new utility and stormwater easements at 6500 Nicollet Avenue South, Partnership Academy.

EXECUTIVE SUMMARY:

Earlier this year the City granted Partnership Academy approval of an Amended Planned Unit Development (APUD) for a building expansion. The expansion was located over existing utilities and therefore included the rerouting of a water main and stormwater utility. Partnership Academy is now requesting to vacate the existing utility easement and re-dedicate a new utility and stormwater easement in the area of the new utilities. Also, because the swing-set/playground area will still encroach into the new easement area, the encroachment agreement will need to be revised as well.

No new physical changes are being proposed; the entire request is administrative in nature. The changes will not have any impact on the project currently under construction. Staff finds that the proposal is "housekeeping" in nature, conforms with the Comprehensive Plan, and meets the requirements of the Zoning Code.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion:

- 1. Adopt a resolution vacating the existing utility easement at 6500 Nicollet Avenue South.**
- 2. Adopt a resolution approving the amended encroachment agreement.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Partnership Academy has been based in Richfield since 2002. In 2018, they were approved to construct a new two-story facility at the subject site, which was completed in 2019. In February of 2022, the City granted Partnership Academy approval of the building expansion currently under construction. It is expected to be complete by March 2023.
- The City has forwarded the vacation and rededication proposal to all utility service providers, and all have responded with no objections.

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

- The City may vacate an easement by resolution when it appears in the public interest to do so, in

accordance with MN Statutes 412.851.

- The City historically vacates utility easements as a matter of policy whenever the easement does not contain any current or planned utility infrastructure, and that is the case here.
- City staff sees no reason to maintain the existing easement because the applicant is proposing to rededicate new utility and stormwater easements over the new water main and stormwater utility locations.

C. CRITICAL TIMING ISSUES:

60-DAY RULE: The clock started when a complete application was received on November 21, 2022. The 60-day period ends on January 20, 2023. The dedication of the new utility easement should be finalized prior to certificate of occupancy for the building expansion.

D. FINANCIAL IMPACT:

The required application fees have been paid.

E. LEGAL CONSIDERATION:

Notice of this public hearing was published in the Sun Current Newspaper on December 29, 2022 and mailed to properties within 350 feet of the site.

ALTERNATIVE RECOMMENDATION(S):

- Recommend approval of the vacation with modifications.
- Recommend denial of the vacation and rededication with findings that the proposal does not meet City requirements.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of Partnership Academy and/or their Engineering Firm, Rehder.

ATTACHMENTS:

Description	Type
□ Resolution Vacating Easement	Resolution Letter
□ Resolution Amending Encroachment Agreement	Resolution Letter
□ Easement Dedication Document	Backup Material
□ Amendment to Encroachment Agreement	Backup Material
□ Location / Zoning Map	Backup Material
□ Applicant's Request Letter	Backup Material

RESOLUTION NO.

RESOLUTION AUTHORIZING THE VACATION OF A UTILITY EASEMENT AT 6500 NICOLLET AVENUE SOUTH

WHEREAS, the following described land is subject to a utility easement in favor of the City of Richfield:

Lot 1, Block 1, Richfield Hub Superblock, according to the plat thereof, Hennepin County Minnesota.

WHEREAS, the property is subject to a 52 foot wide utility easement per the recorded plat, as shown on Exhibit A “Easement Vacation Sketch”; and

WHEREAS, a building expansion approved for construction last year is located over a portion of this 52-foot wide utility easement; and

WHEREAS, the building expansion included rerouting a water main and stormwater utilities; and

WHEREAS, the Property owner is proposing to re-dedicate new utility and stormwater easements over the new water main and stormwater utility locations, so there is no need to reserve the existing easement; and

WHEREAS, the City has forwarded the vacation and rededication proposal to all utility service providers, and all have responded with no objections; and

WHEREAS, the City Council finds that the 52-foot wide easement reserved over Lot 1, Block 1, Richfield Hub Superblock is no longer needed upon the dedication of the new stormwater and utility easement;

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

1. The 52-foot easement for utility purposes, which was reserved over Lot 1, Block 1 of the above-described property in the recorded plat of Richfield Hub Superblock, is hereby vacated, effective upon the County recording of the dedication of the new easement. If said dedication is not recorded within one year of the date of this resolution, this resolution shall be null and of no effect.
2. The City Clerk is directed to prepare a certificate of completion of vacation proceedings. The applicant shall record the certificate in the office of the Hennepin County Recorder, along with the new easement.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary B. Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk

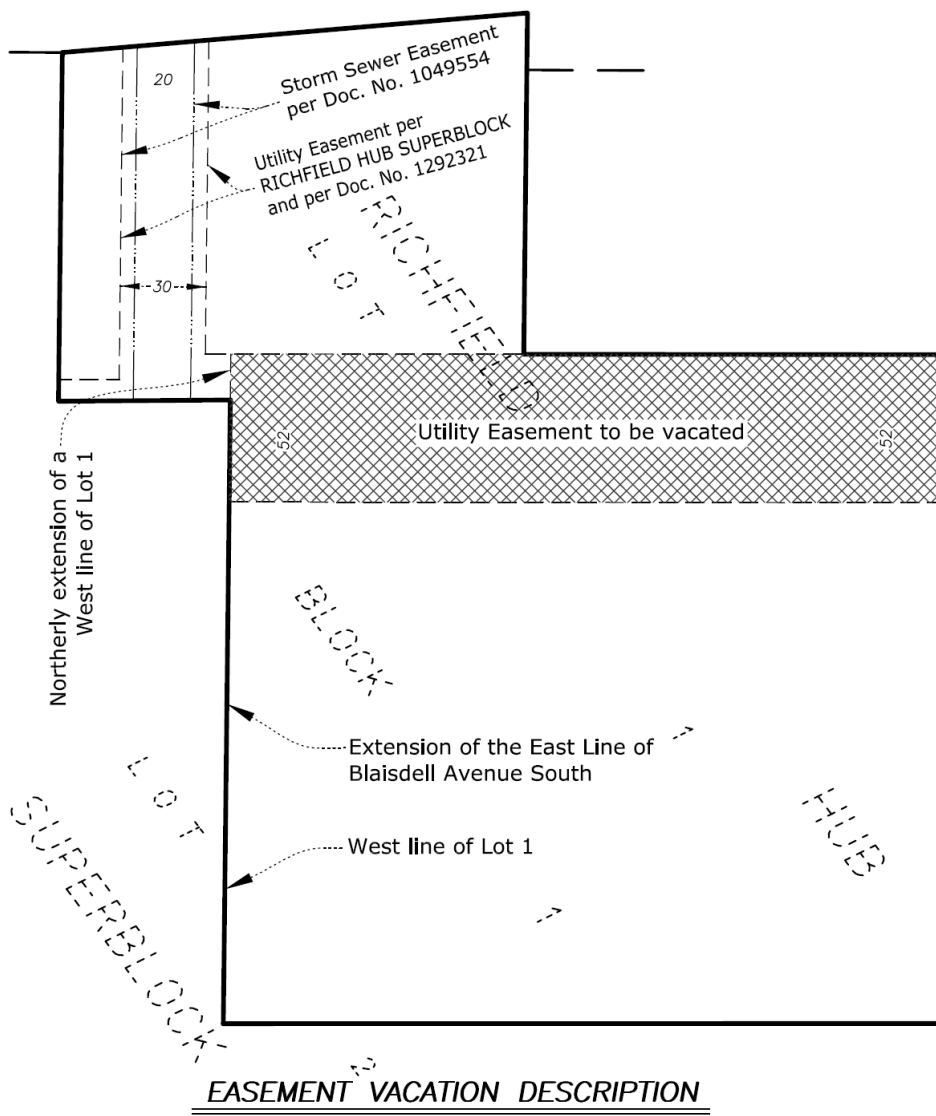
EXHIBIT A

Easement Vacation Sketch for:
PARTNERSHIP ACADEMY ASSOCIATION

WEST 65TH STREET



Scale: 1 inch = 60 feet



EASEMENT VACATION DESCRIPTION

That part of the 52 foot wide utility easement dedicated to the public in Lot 1, Block 1, RICHFIELD HUB SUPERBLOCK, according to the recorded plat thereof, Hennepin County, Minnesota, lying east of the extension of the East line of Blaisdell Avenue South which is also a West line of said Lot 1 and the northerly extension of said West line.

Rehder and Associates, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

RESOLUTION NO. ____

**RESOLUTION AMENDING AN ENCROACHMENT AGREEMENT
BETWEEN THE CITY OF RICHFIELD AND PARTNERSHIP ACADEMY
LOCATED AT 6500 NICOLLET AVENUE SOUTH**

WHEREAS, Resolution #11757, passed by the City Council on August 11th, 2020 authorized an encroachment agreement with Partnership Academy in regards to a swingset/playground and paved sport courts located within a utility easement; and

WHEREAS, the encroachment agreement governs the use of the easement and the responsibilities of both the City and Partnership Academy as related to the use of the private improvements within the easement; and

WHEREAS, Resolution #11970, passed by the city Council on April 12, 2022, authorized a building expansion that included rerouting the existing water main and stormwater utilities, thereby necessitating the rerouting of the easements that cover these utilities; and

WHEREAS, the swingset/playground and paved sport courts still encroach upon the new easement areas;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, hereby approves the amended Encroachment Agreement between the City of Richfield and Partnership Academy located at 6500 Nicollet Avenue; and

BE IT FURTHER RESOLVED that the Mayor and the City Manager are authorized to execute the Agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January 2023.

Mary B. Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk

STORMWATER, DRAINAGE AND UTILITY EASEMENT

THIS INSTRUMENT is made this _____ day of _____, 2023, by Partnership Academy Association, a Minnesota nonprofit corporation (“**Grantor**”), in favor of the City of Richfield, a Minnesota municipal corporation (“**Grantee**”).

RECITALS

- A. Grantor is the fee owner of certain property with an address of 6500 Nicollet Avenue South, Richfield, in Hennepin County, Minnesota, (PID 27-028-24-24-0060) legally described on the attached Exhibit A (the “**Property**”).
- B. Grantor desires to grant to Grantee a permanent stormwater, drainage, and utility easement, according to the terms and conditions contained herein.

TERMS OF EASEMENT

1. Recitals. The recitals above are hereby incorporated herein and made part of the Instrument.
2. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor grants and conveys to Grantee a permanent, non-exclusive stormwater, drainage, and utility easement over, under, across, and through that part of the Property legally described on Exhibit B and as depicted on Exhibit C (the “**Easement Area**”).
3. Scope of Easement. The above-described permanent stormwater, drainage and utility easement includes the rights of Grantee, its agents, and employees to enter the Easement Area at all reasonable times for purposes of constructing, operating, inspecting, maintaining, altering, grading, repairing, replacing, or removing subsurface sanitary sewer, storm sewer, watermain, or other subsurface utilities and drainage ways or other subsurface public improvements within the Easement Area (collectively, the “**Subsurface Facilities**”).

The easement granted herein also includes the right to cut, trim, or remove from within the Easement Area trees, shrubs, or other vegetation, and to prohibit obstructions and grading alterations now or in the future as in Grantee's judgment unreasonably interfere with the use or maintenance of the Easement Area, or the function of the facilities located thereon.

4. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2023.

[The rest of this page left intentionally blank; signatures to follow on next page]

GRANTOR:
PARTNERSHIP ACADEMY ASSOCIATION

Lisa Hendricks, President

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Lisa Hendricks, President of Partnership Academy Association, a Minnesota nonprofit corporation, on behalf of the corporation as Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, Richfield Hub Superblock, according to the recorded plat thereof, Hennepin County, Minnesota.

The Torrens portion being more particularly described as follows:

Lot 1, Block 1, Richfield Hub Superblock, except that part thereof lying East and South of the following described line: Beginning at a point on the South line of said Lot 1 distant 125.26 feet East of the Southwest corner thereof; thence North parallel to the East line of said Lot 1 a distance of 60.6 feet; thence East parallel to the South line of said Lot 1 a distance of 125.00 feet to the East line of said Lot 1 and said line there terminating.

Abstract and Torrens

EXHIBIT B
Legal Description of the Easement Area

A 14-foot easement for stormwater, drainage, and utility purposes over, under and across Lot 1, Block 1, RICHFIELD HUB SUPERBLOCK, according to the recorded plat thereof, Hennepin County, Minnesota, the centerline of said easement is described as follows:

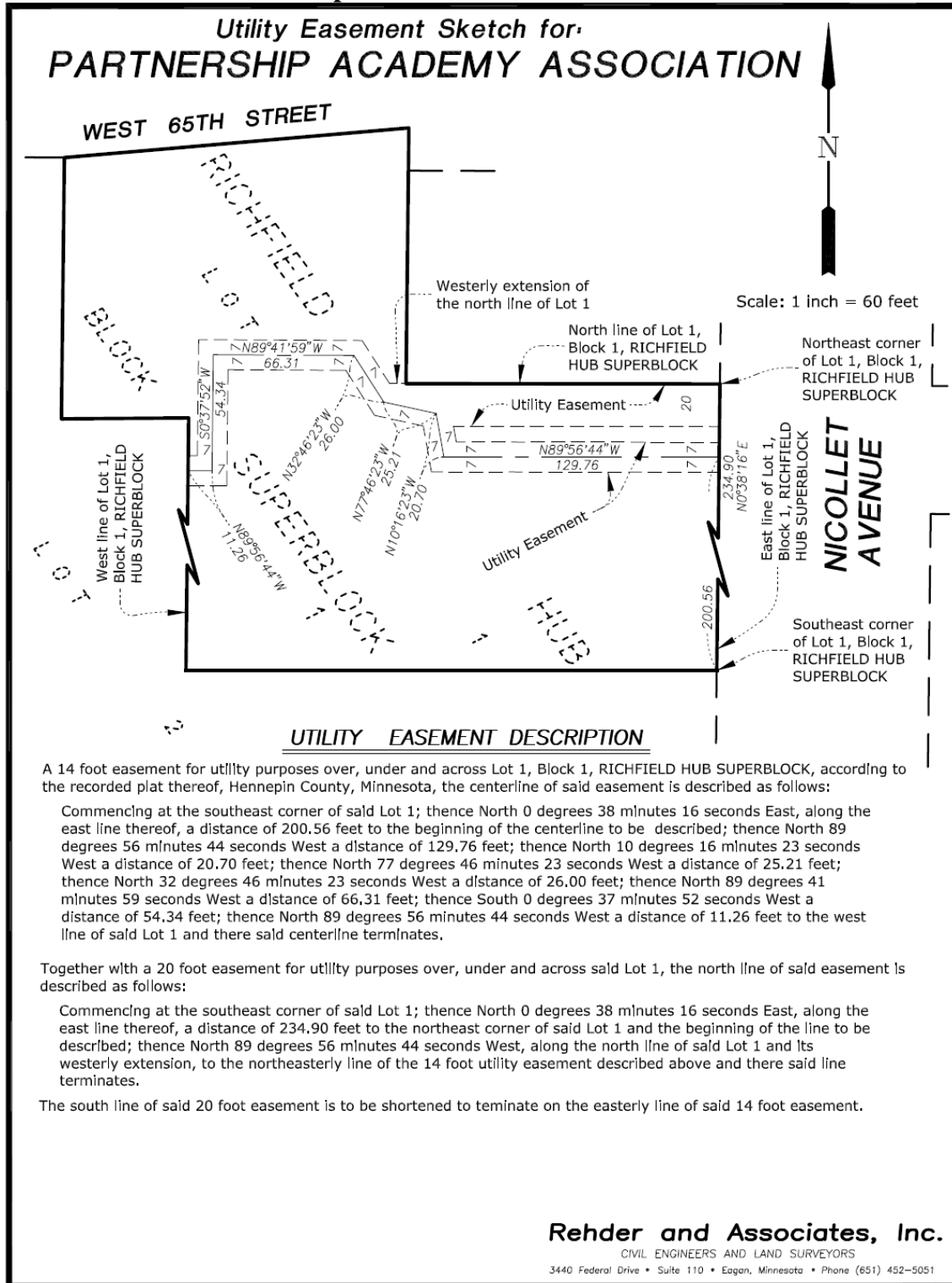
Commencing at the southeast corner of said Lot 1; thence North 0 degrees 38 minutes 16 seconds East, along the east line thereof, a distance of 200.56 feet to the beginning of the centerline to be described; thence North 89 degrees 56 minutes 44 seconds West a distance of 129.76 feet; thence North 10 degrees 16 minutes 23 seconds West a distance of 20.70 feet; thence North 77 degrees 46 minutes 23 seconds West a distance of 25.21 feet; thence North 32 degrees 46 minutes 23 seconds West a distance of 26.00 feet; thence North 89 degrees 41 minutes 59 seconds West a distance of 66.31 feet; thence South 0 degrees 37 minutes 52 seconds West a distance of 54.34 feet; thence North 89 degrees 56 minutes 44 seconds West a distance of 11.26 feet to the west line of said Lot 1 and there said centerline terminates.

Together with a 20-foot easement for stormwater, drainage and utility purposes over, under and across said Lot 1, the north line of said easement is described as follows:

Commencing at the southeast corner of said Lot 1; thence North 0 degrees 38 minutes 16 seconds East, along the east line thereof, a distance of 234.90 feet to the northeast corner of said Lot 1 and the beginning of the line to be described; thence North 89 degrees 56 minutes 44 seconds West, along the north line of said Lot 1 and its westerly extension, to the northeasterly line of the 14 foot utility easement described above and there said line terminates.

The south line of said 20-foot easement is to be shortened to terminate on the easterly line of said 14-foot easement.

EXHIBIT C
Depiction of the Easement Area



**FIRST AMENDMENT TO
ENCROACHMENT AGREEMENT**

THIS FIRST AMENDMENT TO ENCROACHMENT AGREEMENT (this “**Amendment**”) is entered into as of this ____ day of _____, 202_, by and between the City of Richfield, a Minnesota municipal corporation (the “**City**”), and Partnership Academy Association, a Minnesota nonprofit corporation (the “**Association**”).

RECITALS

A. The City and the Association entered into an Encroachment Agreement dated _____, 2020, (the “**2020 Agreement**”) relating to the encroachment upon easements on certain property in Hennepin County, Minnesota, legally described as:

Lot 1, Block 1, Richfield Hub Superblock, according to the recorded plat thereof, Hennepin County, Minnesota.

The Torrens portion being more particularly described as follows:

Lot 1, Block 1, Richfield Hub Superblock, except that part thereof lying East and South of the following described line: Beginning at a point on the South line of said Lot 1 distant 125.26 feet East of the Southwest corner thereof; thence North parallel to the East line of said Lot 1 a distance of 60.6 feet; thence East parallel to the South line of said Lot 1 a distance of 125.00 feet to the East line of said Lot 1 and said line there terminating.

Abstract and Torrens

(the “**Property**”).

B. The Association is remodeling and rebuilding the structure located on the Property, and, to that end, the City is vacating the 52-foot drainage and utility easement dedicated by the

Plat of Richfield Hub Superblock which was the subject easement of the 2020 Agreement.

C. The Association has granted an easement to the City for stormwater, drainage, and utility purposes over a portion of the Property, revising the original easement area.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. **Revised Easement.** The easement dedicated by the Plat of Richfield Hub Superblock as referenced in the 2020 Agreement is vacated, and the revised Easement now the subject of this Amendment is the Stormwater, Drainage and Utility Easement recorded on _____, 202_ in the Hennepin County Recorder's office as Document No. _____, and recorded on _____, 202_ in the Hennepin County Registrar of Titles office as Document No. _____.

2. **Revised Exhibit A.** Exhibit A attached to this Amendment is hereby substituted in lieu of Exhibit A to the 2020 Agreement.

3. **Amendment Limited.** All provisions of the 2020 Agreement remain in full force and effect, except as expressly amended or supplemented by this Amendment.

4. **Definitions.** Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the 2020 Agreement.

[Signature and Acknowledgement Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF RICHFIELD

By: _____
_____, Mayor

By: _____
Katie Rodriguez, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ and Katie Rodriguez, the Mayor and City Manager of the City of Richfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

PARTNERSHIP ACADEMY ASSOCIATION

By: _____
Lisa Hendricks, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Lisa Hendricks, the President of Partnership Academy Association, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered
700 5th Street Towers
150 South 5th Street
Minneapolis, MN 55402

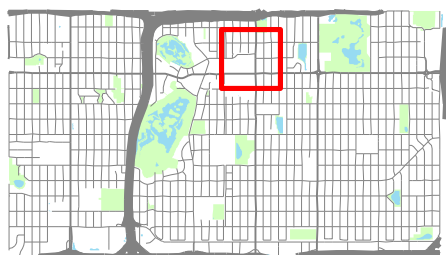
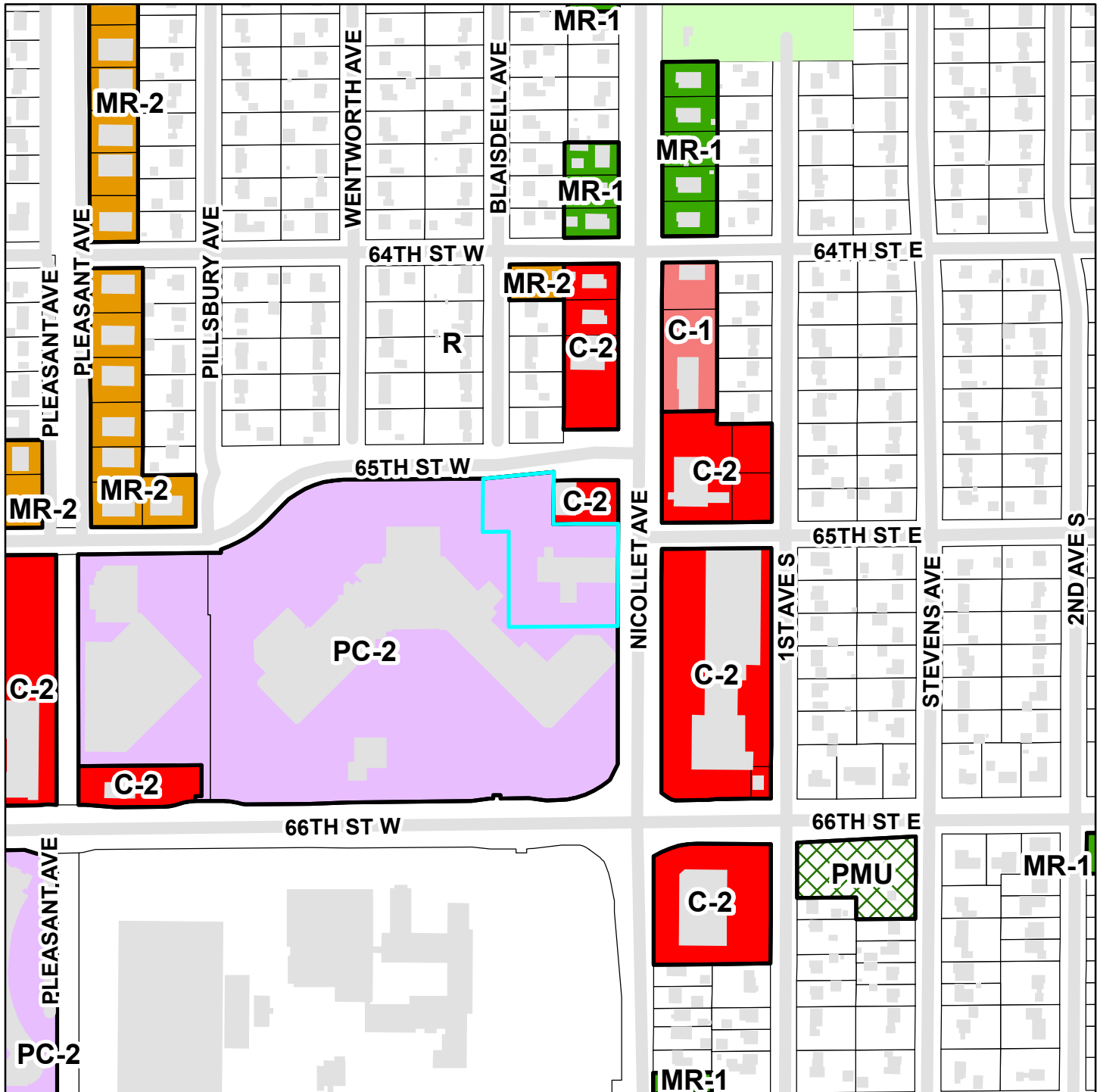
EXHIBIT A





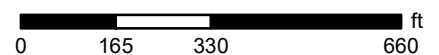
6500 Nicollet Ave

Location/Zoning Map



Zoning Districts

Parks	MR-2 Multi-Family	C-2 General Commercial	MU-C/CAC Mixed Use + Cedar Overlay
R Single-Family	MR-2/CAC Multi-Fam + Cedar Overlay	PC-2 Planned General Commercial	MU-C/PAC Mixed Use + Penn Overlay
R-1 Low-Density Single-Family	MR-3 High-Density Multi-Family	PMU Planned Mixed Use	MU-N Mixed Use-Neighborhood
MR-1 Two-Family	SO Service Office	MU-C Mixed Use-Community	MU-R Mixed Use-Regional
PMR Planned Multi-Family	C-1 Community Commercial		I Industrial



From: Sean Elder [mailto:sean@thetensquaregroup.com]
Sent: Monday, November 7, 2022 3:32 PM
To: Samantha Crosby
Cc: Gregory Gentz; Nicholas Adam
Subject: Re: FW: Partnership Easements

Sam,

In December of 2021, Partnership Academy submitted an application to amend its Conditional Use Permit and Planned Unit Development to support a 5,962 square foot building expansion north of the existing gymnasium. The expansion provides 4 additional classrooms, administrative office spaces, student support spaces, and restrooms to meet the growing educational and programmatic needs of Partnership Academy. The proposed expansion includes a reroute of the existing water main and stormwater utilities, to be relocated north of the new addition.

On April 12th, 2022, the City Council approved the CUP, PUD, and Development Plan. Given the new locations of the site utilities, per the 2022 approved development plan, Partnership Academy Association and the City of Richfield seek to vacate the existing easement from 2018 and grant a new 2022 easement that recognizes the new utility locations.

On a related note, on May 12th, 2022 the City of Richfield and Partnership Academy Association entered into a Parking Agreement. The school is aware of the 2 year target date for securing long-term parking, as well as the non-compliance penalties as outlined in the parking agreement with the city. Our focus continues to be discussions with the Clinic and Brixmore, however, timing remains a constraint as it is contingent on their planning and approvals. We don't have specific updates at this time but will definitely keep you posted.

Please let us know if you need any additional information.

Sean

Sean Elder, Director of Real Estate Development
TenSquare, LLC
1400 Van Buren St. NE #200
Minneapolis, MN 55413
Cell: 612.251.3139
sean@thetensquaregroup.com



STAFF REPORT NO. 12
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director Of Public Safety/Chief of Police
1/5/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider to approve the renewal of 2023 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

EXECUTIVE SUMMARY:

On November 3, 2022, the City received the application materials for the renewal of Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South. All required information and documents have been provided. All licensing fees have been received.

The Public Safety Director has reviewed the background information and attached documents and approves of its contents and sees no basis for denial.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the renewal of 2023 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

On November 3, 2022, the City received the application and other required documents for Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc.

The applicant has satisfied the following requirements for issuance of a license:

- The required license fees have been paid.
- Real estate taxes are paid and current.
- The \$5,000 bond has been submitted.
- Environmental Health staff has received no complaints regarding Metro Pawn & Gun in the previous year.

The Public Safety background investigation has been completed. The results of the investigation are summarized in an attachment to this report. The Public Safety Director has reviewed the information in the background investigation report. There is no information in the investigation that shows any cause for

recommending denial of the requested licenses.

On December 13, 2022, the City Council approved continuing the public hearing to January 10, 2023 to allow for proper notice in the Sun Current.

The current Pawnbroker and Secondhand Goods Dealer licenses will expire on January 10, 2023.

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

Richfield City Code Sections 1186 and 1187 require owners of Pawnbroker and Secondhand Goods Dealer establishments to comply with all of the provisions of both City Code and State Statutes.

C. CRITICAL TIMING ISSUES:

There are no critical timing issues.

D. FINANCIAL IMPACT:

The required licensing fees have been received.

E. LEGAL CONSIDERATION:

There are no additional legal issues.

ALTERNATIVE RECOMMENDATION(S):

- The Council could decide to deny the requested licenses, which would mean the current applicants would not be able to obtain Pawnbroker and Secondhand Goods Dealer licenses.
- Schedule the hearing for another date; however, this may delay the licensing process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Metro Pawn & Gun, Inc. representative

ATTACHMENTS:

Description	Type
▢ Metro Pawn & Gun background summary	Cover Memo



SUMMARY OF BACKGROUND INVESTIGATION REPORT FOR METRO PAWN & GUN, INC.



Officers:

Mark Nichols - Owner

Elizabeth Nichols - Owner

Criminal History:

The following criminal histories reflect the previous and current year.

Mark Nichols has no known criminal record. Elizabeth Nichols has no known criminal record. John Kunst, who serves as the General Manager, has no known criminal record.

Premises:

Lynrich Properties, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were 28 Public Safety/Police contacts with Metro Pawn & Gun, Inc. from October 2021 through September 2022. This compares with 12 contacts for the previous year. A breakdown of these contacts is attached to this report.

Routine Information:

The owner of the business continues to act in a cooperative manner with the Public Safety Department on the recovery of stolen articles.

The Notice of Public Hearing was published in the Richfield Sun Current on December 29, 2022.

Metro Pawn & Gun, Inc.

Directors and Officers

Mark Nichols	Owner
Elizabeth Nichols	Owner

PUBLIC SAFETY CONTACTS

October 2021 through September 2022

Metro Pawn & Gun, Inc.

	<u>2021</u>	<u>2022</u>
<u>TOTAL CONTACTS</u>	12	28
<u>CRIMINAL CONTACTS</u>	5	3
Incidents (see bottom of page for specifics)	(3)	(2)
Alarm	(2)	(0)
Traffic	(0)	(1)
<u>MISC. NON-CRIMINAL</u>	7	25
Assists	(7)	(0)
Inspections/Licensing	(0)	(0)
Medical/Fire	(0)	(0)
Miscellaneous	(0)	(25)

The criminal contacts from October 2021 through September 2022 were: 1 disturbance, 1 traffic violation, and 1 customer trouble.



STAFF REPORT NO. 13
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Sam Crosby, Planner II

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
12/20/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Second reading of a proposed ordinance amendment modifying the Zoning Code in relation to landscaping requirements.

EXECUTIVE SUMMARY:

Recent redevelopment projects and a comparison to other cities show that the City's current planting requirement of two trees per multi-family unit is unreasonable and largely impossible for any development to meet. In addition to proposing a revision to required quantities, staff is recommending an alternative option to planting trees on site (when required plantings are not feasible). This option would allow developers to plant trees in public parks, or to pay into a fund that would allow the City to plant trees in boulevards or public parks at a future date. Through the review of these proposed amendments, two other modifications were identified. Consequently, staff is proposing the following four updates to the "Landscaping and screening requirements" section of the Zoning Code. The revisions include:

- Increasing flexibility by establishing the ability to pay cash-in-lieu of planting;
- Increasing the diversity of trees by reducing the amount of any one species that may be planted;
- Right-sizing the tree planting requirements for multi-family residential projects; and
- Referencing to the Department of Natural Resources (DNR) list of invasive species for prohibited trees.

In October, the proposed regulations were discussed with the Sustainability Commission and in November, they were recommended for approval by the Planning Commission.

RECOMMENDED ACTION:

By motion:

1. **Approve the attached ordinance amendment modifying the Zoning Code in relation to landscaping requirements;**
2. **Approve a resolution authorizing summary publication of said ordinance; and**
3. **Approve a resolution authorizing establishment of a new special revenue fund for public tree planting**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Public Tree Planting Fund

Due to underground utilities and other site constraints, the Rya apartment buildings at 6300-6400 Richfield Parkway was unable to plant all of the trees shown on the approved landscape plan. The City already has a provision that allows planting standards to be met through boulevard plantings, and the developer has planted five trees in the Richfield Parkway right-of-way. Staff would have liked to be able to offer other alternatives, such as the option to plant the missing trees in public parks, or to pay into a fund that would allow the City to plant the missing trees in boulevards or public parks at a future date.

- The option for a cash-in-lieu of planting is not a new concept. Both the City of Bloomington and the City of Roseville have a cash-in-lieu provision for trees. Staff recommends establishing such a fund and allowing both the Recreation Services Department and the Public Works Department to be able to pull from the account, for either park trees or boulevard trees, respectively. The pay-in amount was determined by analyzing the average cost of a tree, at the size required by the Zoning Code, plus labor to install. The proposed language is written so that the option may only be utilized when all on site planting has been maximized.

- Increasing Diversity

For a new development, the Zoning Code currently requires that not more than 50% of the trees may be composed of one species. Staff finds that this does not provide sufficient resiliency. Therefore, staff recommends that the percentage be reduced to 25%. Ensuring a variety of species will help reduce the vulnerability of tree canopies to pests, disease and climatic stressors. Landscape architects are usually very good at designing a plan with a wide variety of tree types; nevertheless, on the rare occasion that they don't, if the provision is not in the Zoning Code, it is difficult to enforce.

- Correcting Tree Quantities for Multi-Family Projects

For multi-family projects, the Zoning Code currently requires one deciduous over-story tree and one ornamental tree per unit (coniferous trees may be substituted on a one-for-one basis for an over-story tree). This two trees per unit requirement is quite excessive and has consistently been flexed through the Planned Unit Development (PUD) process. Consequently, staff is proposing to change Richfield's requirement to 0.5 trees per unit for all projects over 6 units in size (standard rounding would apply), and one tree per unit for projects with three to six units (multi-family is defined as three or more units). The following table provides some recent examples:

<u>Project Name:</u>	<u># of Units:</u>	<u># of Trees Required:</u>	<u># of Trees Provided:</u>	<u>*Proposed:</u>
Chamberlin	190	380	43	95
Landsby	132	264	23	66
Richfield Flats	55	110	13	26
Riley	82	164	29	41
Novo	192	384	54	96
Enclave	159	318	8	79.5

* Number of trees the proposed revision would require

- The Cities of Roseville and St. Louis Park both require only one canopy or evergreen tree per dwelling unit. The City of Bloomington requires approximately 17 trees per acre. The American Planning Association points to Olympia, WA as an exemplary urban forest City. Olympia requires 30 trees per acre. Richfield's Medium and High-Density Residential land use categories range between 8 and 100 dwelling units per acre, which under the proposed amendment would translate to anywhere between 4 and 50 trees per acre, with the mid-range being 15 to 30 trees per acre.
- What's required by the Zoning Code cannot be so excessive that it is not reasonable; such an extreme requirement is not defensible. By changing the Zoning Code to a more realistic number, staff will have a stronger position against further decreases; particularly with an alternative pay-in option available. This may seem like a reduction in the City's requirements, but as you can see from the table above, with the need for negotiation

eliminated, it will almost always results in a greater number of trees being planted.

- Sustainability Commission / Prohibited Trees

The Sustainability Commission reviewed and discussed the proposed ordinance at their October 27th meeting. The Commission recommended adding the word “planting” to the name of the tree fund, since the funds may only be used for initial establishment of trees, not long-term maintenance. The Commission recommended that the City prohibit the planting of known invasive species, as determined by the DNR, the list of which can be found at: www.dnr.state.mn.us/invasives/terrestrialplants/index.html, and is attached for reference. The Commission discussed the idea of limiting the number of conifers, but decided against it due to the occasional need for screening between uses. Finally, the Commission encouraged City staff to work with an arborist to tweak landscape plans to increase on-site plantings as much as possible. Staff agrees with all of these suggestions. Consequently, the two that affect the proposed ordinance language have been incorporated into the document.

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

- The City already has a provision that allows planting standards to be met through boulevard plantings. The proposed ordinance expands upon that provision to also allow the standards to be met in public parks and through a pay-in option.
- The Comprehensive Plan states that there is a desire for passive areas of parks to be restored to a more natural character, and for existing natural areas to be better preserved. The proposed Zoning Code amendment is in alignment with the City’s Comprehensive plan and policies, examples include:
 - Encourage innovative solutions to land use and transportation problems.
 - Maintain and enhance the “urban hometown” character of Richfield.
 - Reduce pollutants through public transit, car-pooling, traffic control, use of berms and trees, and stronger enforcement of pollution policies.
 - Establishing a pay-in option complies with State Statutes so long as there are other options available to the applicant.

C. CRITICAL TIMING ISSUES:

- The developer of the Rya apartment building has placed funds in escrow with the hopes that the proposal will be approved and the money can be transferred to the newly established budget upon adoption of the amended Zoning Code.

D. FINANCIAL IMPACT:

- The City budget does not currently have a line item where both the streets department and the recreation department can pull from. Creating a separate line item in the budget will ensure that the funds do not get inadvertently pulled for resources other than tree planting. The line item will be in the capital budget.
- The flexibility provided to developers by an increase of options will likely help streamline projects, which has the potential to reduce overall costs. Increasing the options available to developers also helps to ensure that all trees will get planted somewhere, rather than foregoing canopy due to unforeseen circumstances or events. Trees are an important resource and an increased tree canopy generally increases property values and general quality of life.

E. LEGAL CONSIDERATION:

- Notice of the public hearing was published in the Sun Current newspaper on October 13, 2022. At the October 24 Planning Commission meeting, the item was continued by the Planning Commission to allow the Sustainability Commission time to review the request. At the November 28 Planning Commission meeting, no one from the public spoke to the item and the Commission voted unanimously (6-0) to recommend approval as presented. A first reading of the proposed ordinance was approved by the City Council on December 13, 2022. Because the City is the applicant, the 60-day rule does not apply.

ALTERNATIVE RECOMMENDATION(S):

- Establishment of the fund and approval of the text amendment with additional and/or modified

stipulations.

- Deny the establishment of the fund and the text amendment, thus maintaining the Zoning Code as currently written.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
▣ Ordinance	Ordinance
▣ Summary Publication Resolution	Resolution Letter
▣ Fund Establishment Resolution	Resolution Letter
▣ MN DNR Invasive Trees and Shrubs	Backup Material

BILL NO. _____

**AN ORDINANCE AMENDMENT MODIFYING SECTION 544 OF THE ZONING CODE IN
RELATION TO LANDSCAPING REQUIREMENTS**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Subsection 544.03, Subdivision 4 of the Richfield Zoning Code is amended to revise only item c) as it relates to percentages of tree species, all subsequent items to remain unchanged, to read as follows:

Subd. 4. General landscaping requirements. The City intends that each new landscaping and screening plan be designed to a high level of quality because of the needs imposed by the relatively high development densities and land values in Richfield. Designers shall strive to meet the standards outlined in Subdivisions 4 through 7, below. However, the Director shall review and decide the adequacy of each landscaping and screening design based on whether or not it meets the intent of this ordinance. The Director shall advise the Planning Commission as part of Site Plan Review.

- a) Area to be landscaped: All open areas of a lot which are not used or improved for required parking areas, drives or storage shall be landscaped with a combination of overstory trees, understory trees, shrubs, flowers and ground cover materials.
- b) Materials: The plan for landscaping shall include ground cover, shrubs, trees, public art, walls, fences, decorative walks or other features or materials acceptable to the Director.
- c) Tree types and species: For sites requiring ten (10) trees or more as determined by Subd.5 for residential sites and Subd.6 for commercial sites, not more than ~~50~~ 25 percent of the required trees shall be composed of one species. No required tree or shrub shall be any of the following:
 - i. A species of the genus *Ulmus* (elm), except those elms bred to be immune to Dutch elm disease;
 - ii. ~~Box-elder~~ Those trees and shrubs listed by the DNR as invasive; or
 - iii. Female ginko.
- d) through k): no change

Section 2 Subsection 544.03, Subdivision 5 of the Richfield Zoning Code is amended to modify tree requirements for multi-family dwellings, to read as follows:

Subd. 5. Residential sites. Residential sites shall be landscaped to improve the livability, beauty and value of housing; to screen and mitigate views of large parking areas; to reduce the effect of traffic noise; to provide shade; and to help protect water quality.

- a) Quantities. These requirements are in addition to any plantings in the public street right-of-way whether installed by the land developer or the City.

	Single- and Two-Family Dwellings	Multiple-Family Dwellings	
Overstory deciduous trees	1 per dwelling unit	3 to 6 units: 1 tree per dwelling unit	4 more than 6 units: 0.5 trees per dwelling unit.
Coniferous trees	May be substituted on a one-for-one basis for the overstory deciduous trees.		
Ornamental deciduous trees	1 per dwelling unit	None required.	May be substituted on a 1.5-for-one basis for a max of 25% of the overstories planted on site.
Understory shrubs	Foundation plantings are required in all areas visible from the public street.	Foundation plantings are required in all visible areas.	

- b) Commercial edges. The density and initial size of plantings shall be increased along nonresidential edges and may be combined with berms, walls and fences to achieve the objective of protecting the values, quietude and privacy of the housing. Landscaping on the adjacent nonresidential property may not be substituted for plantings on the residential property.

Section 3 Subsection 544.03, Subdivision 8 of the Richfield Zoning Code is amended to expand alternatives to on-site tree planting, to read as follows:

Subd. 8. Streetscape plans and boulevard alternative plantings.

a) Streetscape plans. In areas where a district or street-specific planting plan has been adopted by the City Council for the public street right-of-way, development must provide landscaping as set forth in that streetscape plan. Streetscape plantings located within the property lines of the site may be credited toward the required number of trees and shrubs but plantings in the public right-of-way shall not. Landscaping placed or removed in the public right-of-way must receive City approvals for right-of-way plantings and must conform to City right-of-way planting policies.

~~b) Boulevard plantings. In instances of constrained sites (509.25 Subd.6), landscape standards may be met through boulevard plantings under a permit from the Richfield Public Works Department.~~

b) Alternative plantings. If the development property does not contain sufficient area or it is otherwise not practical to plant the required trees on the development property as determined by the Community Development Director (or designee), then the trees may be planted on public property (e.g.: parks, boulevards, right-of-way). Plantings

must be approved by either the Recreation Services Director (or designee) or the Public Works Director (or designee). Alternatively, an equivalent amount may be paid into the City's Public Tree Planting Fund for planting of trees on public property on behalf of the development. The rate shall be per caliper inch and shall be set by Appendix D of the City Code."

Section 4 Appendix D of the Richfield Municipal Code is amended to add the public tree fund amount, to read as follows:

Appendix D – License, Permit and Miscellaneous Fees
ZONING, LAND USE AND RELATED CHARGES

Type of Permit or License	Section Requiring	Description	Fee
<u>(18) Public Tree Planting Fund</u>	<u>544.03 Subd.8</u>	<u>For the planting of trees in public parks or public boulevards.</u>	<u>\$160.00 per caliper inch.</u>

Section 5 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023.

Mary B. Supple, Mayor

ATTEST:

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE MODIFYING THE MUNICIPAL CODE
IN RELATION TO LANDSCAPING REQUIREMENTS**

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING
THE LANDSCAPING REQUIREMENTS**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance - which amends Zoning Code Subsection 544.03, at Subd.4. "General landscaping requirements", Subd.5. "Residential Sites", Subd.8. "Streetscape plans and boulevard plantings", and Appendix D "License, Permit and Miscellaneous Fees" - does the following: establishes a fund for payment in lieu of planting; reduces the amount of any one species that may be planted; references the DNR list of invasive species for prohibited trees; and right-sizes the tree planting requirements for multi-family residential projects.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January 2023.

Mary B. Supple, Mayor

ATTEST:

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING ESTABLISHMENT OF A NEW SPECIAL REVENUE
FUND FOR PUBLIC TREE PLANTINGS**

WHEREAS, the City of Richfield desires to increase flexibility for land use applicants and developers by establishing the option to pay funds in lieu of tree planting; and

WHEREAS, the option would only be available when all other on-site tree planting options have been exhausted; and

WHEREAS, the Zoning Code already allows for planting standards to be met through boulevard plantings, and the proposed fund would allow for the City to plant the trees on behalf of the applicant/developer at a later date, thereby allowing projects that would not otherwise be completed over the winter to be closed-out in a more timely fashion; and

WHEREAS, it is the intent that the funds will be available to both the Recreation Services Department (for planting trees in City parks) and the Public Works Department (for planting trees in City right-of-ways); and

WHEREAS, the establishment of the fund is a sustainable initiative that complies with the goals and objectives of the 2040 Comprehensive Plan; and

WHEREAS, for transparency and accurate tracking of revenue and expenditures, staff recommends the establishment of a new fund; and

WHEREAS, these funds will have the following name: Public Tree Planting Fund (line item #47150); and

WHEREAS, Section 7.12 of the City Code requires Council approval by resolution of the establishment of new funds in the City of Richfield budget;

NOW, THEREFORE, BE IT RESOLVED the City Council hereby approves the establishment of the Public Tree Planting Fund, for transparent and accurate tracking of financial activity.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of January, 2023

Mary B. Supple, Mayor

ATTEST:

Minnesota Department of Natural Resources Invasive Terrestrial Plants

Trees and shrubs

- [Amur cork tree](#)
- [Amur maple](#)
- [Autumn olive](#)
- [Black locust](#)
- [Buckthorn](#)
- [Japanese barberry](#)
- [Multiflora rose](#)
- [Non-native bush honeysuckles](#)
- [Non-native knotweeds](#)
- [Norway maple](#)
- [Russian olive](#)
- [Siberian elm](#)
- [Siberian peashrub](#)
- [Tree of heaven*](#)
- [Winged burning bush](#)

Click on the links for individual species to learn more about identification, distribution, impacts, management, regulatory status, and native plant alternatives for those particular species. This is an educational list of plants that can be invasive in natural areas. Some plants are regulated by the Minnesota Department of Agriculture as Noxious Weeds and that is noted in their descriptions. An * next to the plant name indicates it is an early detection species.



STAFF REPORT NO. 14
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
1/4/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the City Council's approval of the Mayor's appointments of Housing and Redevelopment Authority (HRA) Commissioners consisting of Mary Supple and Sean Hayford Oleary.

EXECUTIVE SUMMARY:

On December 13, 2011, the City Council established by resolution that the public's interest is best served by having a composition of two appointed Council Members and three Mayor-appointed citizens serve on the Housing and Redevelopment Authority (HRA).

As of January 2, 2023, there are two openings on the HRA, both Council, due to the following:

- Maria Regan Gonzalez - Appointed to the HRA as a Council Member and term expired on January 2, 2023, coinciding with her term on the City Council.
- Mary Supple - Appointed to the HRA as a Council Member and term expired on January 2, 2023, coinciding with her term on the City Council.

Council Members were given time in December to submit interest for the positions.

The Mayor has the authority to appoint members to the HRA, subject to the City Council's approval.

RECOMMENDED ACTION:

By motion: Approve the Mayor's appointment of two members of the City Council as HRA Commissioners commencing January 10, 2023, and expiring at the end of their respective current term on the Richfield City Council.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

City Council Resolution No. 10586 was approved December 13, 2011, regarding appointments to the Housing and Redevelopment Authority board of commissioners; establishing composition of the board and term limits on non-elected members.

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

Under State law, the Mayor appoints HRA Commissioners, subject to approval of the City Council.

C. **CRITICAL TIMING ISSUES:**

- To ensure a quorum at future meetings, the City Council should appoint an HRA Commissioner at tonight's meeting.
- If the City Council does not confirm the Mayor's appointments, a quorum will not be present at future HRA meetings.

D. **FINANCIAL IMPACT:**

This designation is at no additional cost to the City.

E. **LEGAL CONSIDERATION:**

None

ALTERNATIVE RECOMMENDATION(S):

The Council may decide not to approve the Mayor's appointment or defer the appointment to a future City Council meeting; however, this is not recommended as the HRA will not have a quorum and be unable to conduct business until appointments are approved.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None



STAFF REPORT NO. 15
CITY COUNCIL MEETING
1/10/2023

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
1/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider representatives to serve as the 2023 liaisons to various local, regional and state organizations, and City boards and commissions.

EXECUTIVE SUMMARY:

Members of the City Council serve as the City's representatives on various local, regional and state organizations, and City boards and commissions. Each year, the City Council appoints these representatives.

RECOMMENDED ACTION:

By motion: Designate City Council liaison appointments to various local, regional and state organizations, and City boards and commissions.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

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

The City Council considers the designation of liaisons at a meeting in January of each year.

C. CRITICAL TIMING ISSUES:

Representation on local, regional and state organizations, and City boards and commissions is a City Goal and designations should be made at a January meeting each year.

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

The City Council may defer the designations to a future City Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
2023 CC liaisons	Backup Material

<u>AGENCY</u>	<u>2022 LIAISON/ REPRESENTATIVE</u>	<u>2023 LIAISON/ REPRESENTATIVE</u>
METRO CITIES	ALL COUNCILMEMBERS	SEAN HAYFORD OLEARY, REP. SIMON TRAUTMANN, ALT.
LEAGUE OF MINNESOTA CITIES	ALL COUNCILMEMBERS	MARY SUPPLE, REP. BEN WHALEN, ALT.
NOISE OVERSIGHT COMMITTEE (3rd Wednesday, odd # months 1:30pm)	NELLIE JEROME, REP. BEN WHALEN, ALT.	NELLIE JEROME, REP. BEN WHALEN, ALT.
I-35W SOLUTIONS ALLIANCE (2 nd Thursday 7:30am)	SEAN HAYFORD OLEARY, REP. MARIA REGAN GONZALEZ, ALT. JOE POWERS, STAFF LIA.	SEAN HAYFORD OLEARY, REP. MARY SUPPLE, ALT. JOE POWERS, STAFF LIA.
494 CORRIDOR COMMISSION (2nd Wednesday 7:30am)	MARY SUPPLE, REP. SIMON TRAUTMANN, ALT. BEN MANIBOG, STAFF LIA.	MARY SUPPLE, REP. SIMON TRAUTMANN, ALT. TBD, STAFF LIA.
RICHFIELD SCHOOL DISTRICT (1 st and 3 rd Monday 7:00pm)	MARIA REGAN GONZALEZ, LIA. MARY SUPPLE, ALT.	MARY SUPPLE, LIA. SHARON CHRISTENSEN, ALT.
FOWL BOARD (3rd Thursday 4:30pm)	SIMON TRAUTMANN, LIA. BEN WHALEN, ALT.	SIMON TRAUTMANN, LIA. BEN WHALEN, ALT.
SOUTHWEST CABLE COMMISSION (2-4 times per year)	MARIA REGAN GONZALEZ, REP. KATIE RODRIGUEZ, REP. SEAN HAYFORD OLEARY, ALT.	MARY SUPPLE, REP. KATIE RODRIGUEZ, REP. SEAN HAYFORD OLEARY, ALT.
RICHFIELD COMMUNITY HUMAN SERVICES PLANNING COUNCIL (Meets once a year)	BEN WHALEN, REP. MARY SUPPLE, ALT.	BEN WHALEN, REP. SHARON CHRISTENSEN, ALT.
ADVISORY BOARD OF HEALTH (4 th Monday Jan-Feb and 3 rd Monday Mar- Oct 6:00pm)	MARIA REGAN GONZALEZ, LIA. MARY SUPPLE, ALT.	SIMON TRAUTMANN, LIA. BEN WHALEN, ALT.
ARTS COMMISSION (1 st Thursday 7:00pm)	MARY SUPPLE, LIA. SIMON TRAUTMANN, ALT.	SHARON CHRISTENSEN, LIA. MARY SUPPLE, ALT.
CIVIL SERVICE COMMISSION (As needed)	SIMON TRAUTMANN, LIA. KELLY WYNN, STAFF LIA.	SHARON CHRISTENSEN, LIA. KELLY WYNN, STAFF LIA.
COMM. SERVICES COMMISSION (3 rd Tuesday 7:00pm)	BEN WHALEN, LIA. MARY SUPPLE, ALT.	BEN WHALEN, LIA. SEAN HAYFORD OLEARY, ALT.
HUMAN RIGHTS COMMISSION (1st Tuesday 6:30pm)	SIMON TRAUTMANN, LIA. SEAN HAYFORD OLEARY, ALT.	SIMON TRAUTMANN, LIA. SHARON CHRISTENSEN, ALT.
PLANNING COMMISSION (4 th Monday 7:00pm)	MARIA REGAN GONZALEZ, LIA. SIMON TRAUTMANN, ALT.	MARY SUPPLE, LIA. SEAN HAYFORD OLEARY, ALT.
TRANSPORTATION COMMISSION (1 st Wednesday 7:00pm)	SEAN HAYFORD OLEARY, LIA. SIMON TRAUTMANN, ALT.	SEAN HAYFORD OLEARY, LIA. SIMON TRAUTMANN, ALT.

RICHFIELD HISTORICAL SOCIETY
(3rd Monday 7:00pm)

MARY SUPPLE, REP.
BEN WHALEN, ALT.

SHARON CHRISTENSEN, REP.
MARY SUPPLE, ALT.

SUSTAINABILITY COMMISSION
(4th Thursday 7:00pm)

BEN WHALEN, LIA.
SIMON TRAUTMANN, ALT.

BEN WHALEN, LIA.
SEAN HAYFORD OLEARY, ALT.

RICHFIELD CHAMBER OF
COMMERCE

SIMON TRAUTMANN, LIA.
MARY SUPPLE, ALT.