



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
FEBRUARY 14, 2023
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2450 712 7948 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) City Council Regular Meeting of January 24, 2023; and (2) Joint City Council and Transportation Commission Work Session of February 1, 2023.

PRESENTATIONS

1. Proclamation Celebrating Black History Month
2. Proclamation declaring February 11, 2023 as Solveig Tvedten Day in the city of Richfield

AGENDA APPROVAL

3. Approval of the Agenda
4. **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 three-part request: site plan review, two sign variances, and a one-stall parking variance for MSP Commercial's headquarters at 6436 Penn Avenue South.
Staff Report No. 23
 - B. Consider adoption of a resolution modifying the Health Care Savings Plan for Police Sergeants, Teamsters #320, bargaining unit employees.
Staff Report No. 29
 - C. Consider adoption of a resolution granting an extension of land use approvals for a planned unit development at 101 - 66th Street East.
Staff Report No. 24
 - D. Consider the approval of the bid tabulation and award a contract to Davey Resource Group for the

Sheridan Pond Maintenance Project Phase 2 in the amount of \$94,128.99 and authorize the City Manager to approve contract changes up to \$25,000 without further City Council consideration.

Staff Report No. 27

- E. Consider approval of the bid tabulation and award a contract to Huot Construction and Services, Inc., for the Water Treatment Plant Roof Replacement Project in the amount of \$1,389,615.00 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

Staff Report No. 28

- F. Consider the adoption of a resolution authorizing the Mayor and City Manager to execute Master Utility Agreement No. 1051052 between the City of Richfield, the State of Minnesota Department of Transportation (MnDOT), and MnDOT's selected design-build contractor, which will govern the replacement, repair, and/or relocation of City-owned utilities as part of 494 Project 1.

Staff Report No. 25

- G. Consider authorizing the Mayor and City Manager to execute a cost-share/reimbursement agreement with Partnership Academy for installation of a water utility service line in advance of the City's 65th Street Reconstruction Project due to expansion of the Partnership Academy campus.

Staff Report No. 26

- 5. Consideration of items, if any, removed from Consent Calendar

CITY MANAGER'S REPORT

- 6. City Manager's Report

CLAIMS AND PAYROLLS

- 7. Claims and Payroll

COUNCIL DISCUSSION

- 8. Hats Off to Hometown Hits

- 9. 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

Regular Council Meeting

January 24, 2023

CALL TO ORDER

The meeting was called to order by Mayor Supple at 7:00 p.m. in the Council Chambers.

Council Members Present: Mary Supple, Mayor; Sharon Christensen; Simon Trautmann; Sean Hayford Oleary; and Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Melissa Poehlman, Community Development Director; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Health Administrator; and Chris Swanson, Management Analyst

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple 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

Karen Kaylor, 7632 Sheridan Avenue South, stated she was in favor of the amended zoning ordinance in theory. She noted the four townhomes on 74th and Washburn built in the 1970's and the five Sheridan Villas built in 2017 are all owner occupied. The small apartment buildings along Penn Avenue seem to be locally owned. She indicated she had been raised in a four-plex which was what her Mom could afford after her Father passed. She spoke of some additional personal experiences. She then urged the Council to table the amended Ordinance as written and send it back for a rewrite to allow duplexes, but also with language to protect the community from housing speculators and absentee landlords as well as to ban the conversion of single-family homes and new duplexes to free standing hotel rooms.

Heidi Geibor, 6915 Wentworth, stated she was not opposed and suggested more of them for Richfield as an affordable way for families to be able to have the adequate housing they needed. She indicated 10 years ago when the city had already talked about affordable housing for years but had not produced it. She indicated Richfield needs more affordable housing. She asked why the city preferred to use their limited space to fill the community with unsightly, high-density buildings filled with unaffordable units. She noted these complexes have greatly changed the complexion of their urban hometown.

Dave Snyder, 513 West 70th Street, stated he has lived in Richfield for five years and is proud to call it home. He indicated he was in attendance to speak in support of the zoning code change being considered by the Council. He stated he has spoken with neighbors and friends of his who have bent over backwards to serve the community and who ultimately had to find housing that was affordable outside of Richfield, even though they really wanted to stay. He spoke of how increasing the supply of affordable housing including duplexes and apartments will help provide that stability for the neighbors. He stated he was concerned about outside investors and noted there is ample evidence that these investors are more interested in profits rather than providing stable and responsibly maintained housing options for residents.

Mark Hoffman, 6511 Logan, stated he has sent the Council and staff research that's been done on multi-family and low-density housing. He noted the research speaks of benefits on the part of those larger complexes, but there is no specific research on the impact that duplex rentals have in single-family neighborhoods. He stated duplexes are not multi-family and they are not very dense in terms of the population that was there.

Janet Coleman, 6632 Elliott, stated she was raised in Richfield and before she could afford to buy, she rented an apartment and a duplex. She stated she was not against duplexes, but tonight she was going to focus on protecting and promoting homeownership.

Larry Ernster, 6727 Elliott, stated he was going to focus on homeownership. He noted the city has stated that rezoning was being done to promote a path to homeownership. He indicated he had five recommendations that not only support homeownership, but simultaneously increase the paths to and the opportunity for homeownership. He said he is not against duplexes and renters but against the unregulated building that will ensue if the rezoning passes. He asked Council to take another look at their plan.

Mary Best, 6727 Elliott, noted people are before the City Council tonight because neighbor to neighbor they are discussing and discovering the rezoning issue going on within the city is in a scope of which most residents had never heard about. She indicated Richfield is often compared to Minneapolis and their 2040 Plan was modeled after theirs. She stated Minneapolis ended single-family zoning in September 2019. She stated they did not want, nor should they be modeled after Minneapolis.

Lester Bower, Richfield resident, stated he wanted to talk about his experiences of having purchased a duplex in Richfield approximately 12 years ago. He noted he came from a smaller community and has always lived in smaller communities and their experiences have been very positive with their duplex. He noted some of the issues he saw regarding duplex or single-family dwellings depended a great deal on the kinds of regulations that the City puts on. He indicated he did not see much change between single-family dwelling and duplexes, and it was mostly dependent upon the regulation and upon the responsibility of the owner.

Amber Marty, 7004 Chicago Avenue, stated she was a Richfield homeowner expressing her support to amend the Ordinance. She noted this amendment will help to achieve the City Council's 2040 Comprehensive Plan's goals of expanding housing choices, promoting the modernization of housing stock, maintaining affordability, and supporting attractive neighborhoods. She indicated she had three reasons for supporting this amendment including the opportunity to address the regional housing shortage, the opportunity it allows to build wealth, and the opportunity this amendment provides to address racial equality. She noted she did not want to see high-rises or outside investments come in and take away opportunities for homeowners. She did not think that was what being proposed. She thanked them for their time and service to the community.

Kathleen Balaban, 65th and Stevens, asked the City to defer the rezoning until a further infrastructure study. She stated the reason for that because she did agree they needed affordable housing throughout the Metro area, and she was not opposed to multiple family units. She noted she

had lived in apartments, duplexes, single-family homes that are rented, and single-family homes that are owned.

Ms. Balaban believed Richfield needed to look deeper into the City's infrastructure before going forward. She thanked them for their time and asked them to please, please look at the infrastructure because they are not ready for this at this time but might be in a while after this is studied more.

Steve McPhearson, 1605 Oliver, stated some of the concerns were higher potential for more cars on the streets, double the garbage cans, and double the lawn furniture. He noted high-density meant twice as many items around the yard. He indicated he had spoken with two realtors to assess whether duplexes to raise or lower property values of existing homes in the area. He stated they both quickly stated that it tends to lower property values. He stated he would like the City Council to delay this vote a few months. He stated he would like to be a part of a survey that went to 150 randomly picked homes in Richfield (50 in each ward), and he asked that the City Council Member of that ward be there as well.

Reed Osal, 6829 Harriett Avenue, stated he has rented for the last six years and for the last four he has rented a single-family home. He indicated he lived there with his wife, dog, and four-month-old daughter. He indicated they were a family that was invested in Richfield and they would love to own a home in Richfield eventually. He indicated a lot of people in the room might be able to dump equity in their current home into a half a million-dollar home purchase, but as a first-time homebuyer, he did not have \$120,000 sitting around in cash to put in on a down payment.

Joe Hoover, 7627 Harriet Avenue, stated he lived in his current home for 20 years and before that he lived in a house that his grandparents bought in 1947. He stated he saw the catastrophic effects of climate change. He indicated they saw a stellar increase in wealth moving from the middle class to the super rich. He saw the growing march towards an anti-democratic and authoritarian government. He indicated he can see the disastrous effects, which are the result of globalization policies under an unchecked free market system that has allowed globalization of commerce, but not globalization of worker rights and environmental protections. He indicated this was the same utopian free-market race thinking approach with dealing with the housing shortage and affordable housing that will ultimately be the downfall of the zoning change under review today. He stated unfortunately housing is a commodity and not a right in the United States. He indicated the zoning change will do almost nothing to eliminate the lack of affordable housing and housing shortage. He stated he was opposed to the rezoning as proposed.

Heather McDonald, stated she currently resides in South Minneapolis, but has been a resident of Richfield previously for over 10 years. She indicated her children still attended school in Richfield and they also participated in many of the community programs. She indicated for years she served on the Community Service Commission and was able to learn a lot about the city and the people in it. She noted she co-owned a single-family home for about ten years and then she rented for approximately a year until her landlord decided to sell the townhome she was renting. She indicated she then had to leave Richfield because she could not find a rental that fit her budget, her situation, and her family needs. She indicated she wanted a nice home, and she wanted her children to have space, a yard, and a safe neighborhood which they deserved. Everyone deserves that and these things should not be exclusive to single-family homeowners. She stated as a past and hopefully future Richfield resident, she was in favor of the zoning Code change to allow for better and more inclusive home options in Richfield.

Ruane Onesirosan, 2421 West 65th Street, stated their neighborhood was overtaken and the very elderly people came here 3 to 4 years ago to say, "Don't do this to us!"

Mayor Supple asked the City Manager Rodriguez to read the comments that had been sent in.

City Manager Rodriguez read a comment from Janet Bakalar, 7220 Wentworth Avenue South:

"Dear Mayor and Council, I would like the Council to vote no on the rezoning issue. I feel more research needs to be done on the long-term effects of such a decision. One example, there should be a limit on how many double units per block. Also, landlord rental issues vs. single homeowners. Also, the amount of greenspace lost to larger housing lots. Increase use of water, sewer, electricity, parking issues, school resources, increased road congestion, traffic, etc. Richfield already added large apartment buildings in several areas. Our property taxes still keep going up, even with all of this new tax base. I don't want higher density in Richfield. I want to continue to have the quiet neighborhoods and small town feel we have now. I feel the Council had its mind made up before all of the hearings. We don't need to do what the other cities are doing. We are independent. Please vote no on this issue. If it passes, I will be very disappointed. There would need to be some regulation on how many units and how close. Thank you for your consideration of this matter."

City Manager Rodriguez stated the comment received was from Paul and Carrie Chillman, 6314 Upton Avenue South: "We would like to voice our support of the Ordinance to allow duplexes throughout Richfield. We happily moved to Richfield ten years ago but could never have done so with today's house prices. Anything that provides more options for lower costs housing and allows more people to move here is a benefit for the community."

City Manager Rodriguez read a comment from Meagan Fatheree, 6434 Washburn Avenue South: "In regard to Agenda Item No. 4, proposed Ordinance to Align the Zoning Code with Comprehensive Plan, I am in full support of updating the City's Zoning Code to better reflect our current housing needs. The proposed change will not end our affordable housing crisis but will open the possibility for more housing options, which she saw as a benefit. As a current homeowner and former renter, I know that owning a single-family home does not meet everyone's needs at all stages of life so allowing an option for duplexes makes sense. Thank you for considering this proposal and for taking any steps possible to increase access to affordable, accessible housing in Richfield. I would like to give extra thanks to Council Members who have engaged the community around this proposal. I have noticed multiple offers in various community groups, on social media where Council Members have provided information on the proposal, to dispel the myths, explain the reasoning and offered further engagement offline. I think these discussions are very important at a community level and appreciate your efforts."

City Manager Rodriguez read a comment from Ricardo Perez: "My name is Ricardo Perez. I'm a resident homeowner in Richfield. I am a supportive of the Council efforts and our Mayor's effort to allow duplexes in single-family home lots. Having access to affordable rental housing or being able to buy property is an important element of success. We should welcome the idea and any new initiatives to help residents find quality, affordable housing in Richfield. This policy can be a tool to get us there. Let us prioritize accessibility and affordability as the guiding principles that led us decide where we invest and what we build."

City Manager Rodriguez read a comment from Brendan Kennealy: "My address is 7114 Columbus Avenue. I volunteer on the Richfield Planning Commission and I am writing in support of the proposed Zoning Amendment aligning the Zoning Code and the Comprehensive Plan eliminating the 2-family residential MR-1 Zoning District and amending the Single-family Residential R District. I commend the City Council and City staff for taking action aimed at reducing the housing shortage, expand housing choices, and make Richfield more attainable for a variety of owners and renters. Two family dwellings, such as duplexes, have been part of Richfield's appeal since the City's founding. As Council Member Hayford O'Leary has stated, "It is a good thing if someone wants to create a new home and welcome another family to Richfield and we shouldn't stand in the way of good things. Individuals and families who live in Richfield's 2 family homes enjoy shaded yards and safe streets and chasing dogs and strollers around our lovely neighborhood park. They work here. They shop here. They send their kids to school here. They live next door and across the street. They hear the same planes flying low overhead, and they drink the same world-famous Richfield tap water as you and me."

City Manager Rodriguez read a comment from Addison and Laura Lewis, 6820 James Avenue: "As single-family homeowners in the R District, we strongly support the proposed Zoning Amendment

to allow two-family homes in the R District as well as easing the minimum lot size and width requirement. Our region desperately needs more housing, specifically more variety in housing options for people with different needs. These changes will help facilitate that. Your staff has done a great job outlining the many benefits. Thank you for your leadership on this.”

City Manager Rodriguez read a comment from Tony Bibus, 6908 First Ave S: “As I’ve written to my Ward Council Member Sean Hayford O’leary, I’m strongly in favor of the proposed changes in our low-density Residential R Zoning District that the City Council will be addressing on Tuesday, January 24th. They will encourage the availability of more accessible, safe, and affordable housing in the neighborhood, which is my top priority as a Richfield resident. For example, on my block where I have lived since January 1979 there are several duplexes and houses for rent and I value living where a wide diversity of people and families can live. An integrated family life is to my benefit and increases the worth of my home. “

City Manager Rodriguez read a comment from Hector Delgadillo, Richfield resident: “I have lived in Richfield for more than 20 years and previously I lived in a big City so based on my experience, I can tell you something for sure – rezoning will only bring problems to our City. It will bring more crime to the City; it will decrease the value of our homes; it will negatively affect the environment. More people equal more trash. More pollution due to more cars circulating in the streets. More cars mean more traffic and longer commute time. More danger to school kids just by the fact that we will have more cars circulating. Insecurity – more robberies and houses more people/businesses. More issues when the City is cleaning the streets due to snowstorms. Not all of the people are careful enough to move their cars somewhere else when the city is cleaning the streets. I really hope you can reconsider. The City of Richfield is a very nice community and I hope it will stay that way for years to come.”

City Manager Rodriguez read a comment from Kent Karnick who addressed two items on the agenda: “Hello, this is in regard to this Motion (and then references the second reading of the Zoning Code). I would like the City Council to vote against this motion. One key to a successful community is single-family housing among many other items. Also, we do not need a local sales tax. We already have a sales tax of Federal and State. The city needs to do better with the money we already have. We gave away money for the bandshell at Veteran’s park; gave up property taxes with all of the homes lost due to Best Buy; and the land we gave to the airport. How long will be continuing to spend more money than we have? I like Woodlake Nature Center. This needs to move forward for being self-funded. The community center needs to find alternative sources of funding. In the end, we need less taxation.”

City Manager Rodriguez read a comment from Christie Burke, Richfield Ward 2: “I am writing as a member of the community in support of the proposed changes to our City of Richfield’s Zoning Code which will allow for low density two-family residential dwellings across much of the City and reduce the single-family only designation to a limited area within City limits. The 2040 Comprehensive Plan specifically provides for low density housing such as duplexes and townhomes and Richfield zoning doesn’t. Two family homes like duplexes are approved on a case-by-case basis, which is inefficient; undermines consistent application of the law and could introduce bias at a few stages of the permit process. I’m not a lawyer, but it seems clear to me that the city zoning is not in compliance with State Statute as things stand. The proposed changes to local zoning would address that issue. It is also worthwhile and important to consider the future of the city. As written, the proposed Zoning Amendment ensure that new low-density development will visually blend in with existing architecture. That residents will have access to outdoor space, that parking is available for each home, and that walkable environments are part of the planning. We need all of that and I would like to see the City Council pass these changes. Thanks for your consideration.”

City Manager Rodriguez read a comment from Jessica Alkire, 7512 Dupont Avenue South: “I’m not able to be here in person today but wanted to share a comment in support of the rezoning Ordinance Amendment to be read at today’s meeting. My husband and I are fortunate and privileged enough to own our home and we love living in Richfield. However, my status as a single-family homeowner does not make me any more important or deserving of housing and respect from my neighbors.

Renters should be just as valued in our community as homeowners are. Renters contribute to our community in many ways and should not be looked down upon. I think the addition of more duplexes in Richfield will benefit the community and provide more access to housing for those that need it and create potential past ownership as well. I hope that changes to this Ordinance and allowing for more duplexes will afford renters more opportunities to live in Richfield and bring valued perspectives and diversity to our community.”

City Manager Rodriguez read a comment from Jim Reilly, 7220 Columbus Avenue South: “I would like to voice my support for the Ordinance Amendment aligning the Zoning Code with the Comprehensive Plan eliminating the two-family residential MR1 Zoning District and amending the single-family R District.”

Mayor Supple then when to the phonenumber and requested the caller to state their name and address.

Jenna Surry stated she was calling in for her Mom and Dad and lived at 6814 17th Avenue South. She indicated they signed the petition sent out earlier and her biggest concern was that the comprehensive package is specifically taken from the east side of Richfield.

She stated looking at it and seeing the amount of blocks that are going to continue to be taken away from single-family homeowners is concerning seeing that she has lived in Richfield her whole life and seen nothing but the east side of Richfield being taken away from the people that she’s grown up with specifically off of 17th Avenue and then seeing the apartments come in and crime going up – hearing gun shots in the area, hearing about invasions of people’s homes. She still supported the idea that they could have people who have multi dwelling units, but they need to be homeowner occupied as well.

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| APPROVAL OF MINUTES |
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M/Whalen, S/Hayford Oleary to approve the minutes of the: (1) Legislative Breakfast of January 12, 2023; (2) City Council Work Session of January 10, 2023; (2) City Council Regular Meeting of January 10, 2023.

Motion carried: 5-0

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| ITEM #1 | APPROVAL OF THE AGENDA |
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M/Whalen, S/Hayford Oleary to approve the agenda.

Motion carried: 5-0

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| ITEM #2 | CONSENT CALENDAR |
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City Manager Rodriguez presented the consent calendar.

- A. Consider approval of Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at St. Richard’s Catholic Church, 7540 Penn Avenue South, for their 2023 Sno*ball Dance taking place February 4 2023 (Staff Report No. 17).

- B. Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department, and the City of Richfield Police Department for two full-time embedded Senior Social Workers (Staff Report No. 18).
- C. Consider the approval of the bid tabulation and award a contract to Valley Paving, Inc., for the Lyndale Avenue and 77th Street Intersections Project in the amount of \$973,021.20 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration (Staff Report No. 19).

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

Mayor Supple asked if there were any comments.

Council Member Whalen thanked staff for Item B for continuing to expand the embedded social workers in the Public Safety Department. He thanked the Police Chief and Public Safety Director and the County and everyone else who has been involved in this. He knows the single embedded social worker they have had for a while now has been really appreciated and he was excited to see this continue to expand.

Council Member Trautmann recognized as an Alum of St. Richard's and Blessed Trinity Catholic School, that their name came up on the community page today that he was grateful the school was still thriving. As they have a special liquor license to support the school, he wanted to recognize them and wished them every success.

Motion carried: 5-0

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| ITEM #3 | CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR |
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None.

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| ITEM #4 | CONSIDER A SECOND READING AND SUMMARY PUBLICATION OF AN ORDINANCE AMENDMENT ALIGNING THE ZONING CODE WITH A COMPREHENSIVE PLAN; ELIMINATING THE TWO-FAMILY RESIDENTIAL (MR-1) ZONING DISTRICT, AND AMENDING THE SINGLE-FAMILY RESIDENTIAL (R) DISTRICT (STAFF REPORT NO. 20) |
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Council Member Hayford Oleary presented Staff Report 20.

M/Hayford Oleary, S/Whalen to approve a Second Reading and Summary Publication of an Ordinance Amendment Aligning the Zoning Code with a Comprehensive Plan; Eliminating the Two-Family Residential (MR-1) Zoning District, and Amending the Single-Family Residential (R) District (Staff Report No. 20)

Council Member Hayford Oleary noted he had heard a few times that duplexes would not be regulated, which he believed is mostly to the fact that you would not need a public hearing to approve one but that was a little bit confusing because there are a lot of regulations and rules. He asked staff for a summary of what the process is if this passes and how would the City ensure the rules are followed.

Director Poehlman responded that duplexes would be regulated just like single family homes were regulated so there are regulations regarding setbacks, heights, width of driveway, garage frontage in terms of home footage, the amount of impervious surface. She indicated in most of these cases, it

would be the exact same as it would be for a single-family home. She stated they are just looking to put a wall in the middle of a house or allow someone to build a separate entrance to a second story, but generally the bulk of homes would be required to be the same as single-family homes. She spoke of the process when a new duplex was to be built.

Council Member Hayford Oleary asked if someone came and proposed a duplex that was taller than allowed or closer to the lot lines, there would still be a public process to review that proposed variance and change. Director Poehlman responded that was correct.

City Council Member Hayford Oleary stated they have also had comments regarding infrastructure. He asked if there was a concern from Public Works or the City if people were to build several buildings on one block, would that require new sewer or water lines.

Director Poehlman responded that one of the main purposes of preparing a Comprehensive Plan was to look at these systems such as infrastructure, wastewater, water, storm, transportation, etc. to ensure they are set up to accommodate the growth the community was anticipating. She noted this was done at both a local level and at a metro level. In terms of a few duplexes on a block, she indicated there were not concerns about whether they have the capacity to handle that in terms of infrastructure.

City Council Member Hayford Oleary noted he had a few concerns about investors, institutional investors, etc. He asked what the city was considering today to address that. He asked if this affected the rental ordinance in any way and if it precluded the city from changing it in the future.

Director Poehlman responded it did not. She stated the city did have a Rental Licensing Ordinance where they require anyone who was renting out their home to a non-family member come in and be licensed. She stated generally rental properties were inspected on a two-year cycle unless there have been correction items and then that was brought down to one and they are put on a provisional license. She indicated the City followed the International Property Maintenance Code to ensure the rental properties are safe and maintained in the community. She noted this was important to the city and to the renters as well as the homeowners nearby. She stated this proposal does not change anything related to the rental licensing and they can certainly talk about that Ordinance, but it would be something separate.

Council Member Whalen stated right now he knew there was going to be an upcoming State Legislature hearing to consider a bill to prohibit investment funds or hedge funds from buying properties as an investment. He knows the city has not discussed this yet and personally he thinks that is worth exploring, but if that is not addressed at the State level, it does seem to be a trend that seems to be rising and he believed it would be worth exploring as a city.

Director Poehlman responded staff was always tracking the bills at the State Legislature and they were watching this. She did not know the details of it yet, but it was something policy makers can direct staff to investigate and they would work with the City Attorney to craft any language.

Council Member Trautmann stated he recognized whenever people come to the Council that it is a big deal. He stated there were several people who just said explicitly, "We think this is about more immigrants in Richfield and I don't like it." He indicated he had not heard any of that tonight and he wanted to be clear that he wanted to name that as that has been something that's been said to everyone. He commented he was a third generation Richfield resident who is raising a fourth generation here, as well as a Puerto Rican family. Again, he thanked everyone for a thoughtful conversation tonight, but he did want to address those things that have been both online and that he had received personally. He indicated that was just part of his story.

Council Member Trautmann stated he also heard something that was really important that he believed was from a thread from people who were and were not supportive of the Ordinance which was that there are institutional investors that are taking housing stock that needs to be available for single families. He believed one of the opportunities they had and one of the fruits of people coming together

was this was an issue they were giving them the power and authority to address. One of the ways they can do this is to look at Air BnB rentals in the City and whether that's the right use as those were several investors. He asked staff to consider this.

Council Member Trautman also acknowledged multi-family housing that are large developments and duplexes and adding one family to a block. He asked staff how many duplexes were anticipated or what they are talking about here in terms of opportunities and whether this will turn the needle one way or another.

Director Poehlman stated she believed it was the last caller who called in who seemed to think that there was an entity coming in and taking homes out of Richfield and replacing them with duplexes. She assured everyone that was not the case. She indicated what was happening here is that they would be opening up an opportunity for someone to do that if that is what they decided to do with property that they owned. She said in the last ten years Richfield has had 5 new homes built each year and that was an average that was raised up because of the years they were coming out of the foreclosure crisis when the numbers were higher. She noted what they were really looking at was even if all of the homes that were built new in Richfield in 2022 were duplexes, that was only 3 new units across the entire low-density area.

Director Poehlman did not believe anyone on the Council or in the audience believed this was going to solve the affordable housing crisis. What they were doing is removing a barrier and if someone had a piece of property and a duplex is the right thing for their family, the City should not restrict that to certain streets or small areas if they really want to make any impact at all, it had to be across the community because there are so few new homes built as a whole.

Council Member Trautmann invited people to continue to have a conversation with him and the other Council Members and the Planning Commission about the issue of making sure they have rental properties that are well maintained as well as looking at their systems and looking at licensure process, the issues of whether or not they want Air BnB's in the community. He indicated there was a difference between people rotating through every night or every other night and families that are making their home in a residential area.

Council Member Hayford Oleary clarified his position. He stated he was very supportive of this change, and he will be voting yes on this. He noted the main conversation tonight has been on duplexes, but there were other important things in the Ordinance. He noted duplexes were legal until 1954. In addition, lot size rules were different in 1954. He stated one of the details not read when the summary was read in the staff report was that because of the very small change of the minimum lot size, it will reduce the non-conforming residential lots from approximately 17 percent to approximately 3 percent.

Council Member Hayford Oleary stated the language on the books fight now says the lot he lives on, which is a 50-foot lot with an alley and is a common size in Richfield would be illegal to build new. He stated he thinks it works great and he even has space for a patio on the side of his home and a two-car garage, but today that would not be allowed. He thinks it is positive that they recognize things like that are good for the community and should be allowed to happen new.

Council Member Hayford Oleary stated they had a conversation at some of their work sessions about limiting duplexes to certain areas and dealing with them on a case-by-case basis. He believed this is a better approach and this was the approach Council asked staff to take and he thinks staff has done an excellent job. He gave an example of a family coming to the City wanting to build a duplex and have a family member live in the other side of the duplex, but the process in months of delays and unsureness with their lender, having to go before a public hearing where neighbors speak negatively of them to him it is better policy to say here are the rules that everyone can follow, make sense, and that protect the neighborhood.

Council Member Hayford Oleary stated earlier he had spoken with one of the homeowners near Portland and 66th who owned a duplex with an older family member, and it worked great for them. He

noted eventually the older family member might move out and she might rent it to someone else, but it provided a lot of flexibility, and it allowed her to live in a supportive environment with her family and to provide income stability for her.

Council Member Whalen appreciated this had become a much larger discussion. He stated there were a lot of decisions the Council made with no one in the room. He stated to the credit of the citizens, this has started a community-wide conversation. It has raised both opposition and support. He stated he was taking notes and counting, and he believed the feedback today was about 50/50. Ultimately, the tension in this debate is the same tension that they heard in the Comprehensive Plan process five years ago when this started getting discussed.

Council Member Whalen stated for him, the underlying value that this relates to is the idea of home. That everyone he talked to since moving to Richfield and this was the reason why he moved to Richfield is because of the sense of identity and ownership. He stated people want to talk of the sense of belonging, of being in community of relating with their neighbors and finding people who also share that deep love for the community.

Council Member Whalen indicated the idea, work, and conversations that he had in the community that first inspired him to run for office were around this idea that more people should be able to call Richfield home regardless of their income and that renters are valued, contributing members of the community that should be treated as such. He stated he ran two campaigns unapologetically about those values and heard the echoed when he door knocked every single door in Ward 3. He stated he would keep leading from those values about how do they make Richfield a place more people can call home and even in disagreement about the policies of what that looks like he hoped they can all on an interpersonal level, continue to welcome the new families who do come into Richfield. He thanked everyone for being part of this and he hoped their takeaway was not simply that they got ignored or not listened to.

Council Member Trautmann stated there were a lot of views expressed and he cannot speak to all of them, but one thing that was important was the power of being a single-family homeowner, which was not something for everyone, but was a powerful tool and an opportunity for folks in America and in Richfield. He stated for all of the people he has had meaningful conversations with he was grateful, and he hoped this was not the end of it with whatever vote happens and they are disappointed with the outcome.

Mayor Supple thanked everyone for the robust discussion. She indicated she would much rather have everyone arguing and fighting about something than apathy and it was clear that everybody cares about the community.

Mayor Supple stated she heard from both people who supported and are against the amendment was an interest in exploring whether they should have regulations regarding owner occupancy. She was told this is something that is possible, and she thinks they need to do further studies.

Mayor Supple stated there was also a lot of questions about the policies for code enforcement and rental regulations, etc. and as one owner of a duplex pointed out to her said, "It's not just duplexes we need to enforce the codes for but single-family homes as well," and this is something that needs to make sure is communicated and put on the website so people are aware of what the rules are and how the code enforcement works and if there is a concern how it can be reported.

Mayor Supple stated she did support this change in that it provides flexibility. If someone wants to have a duplex and they want to have their family living on the other side, or they want to use the rental income for the other half of the duplex to help pay their mortgage and make it more affordable, those were all things that were opportunities.

Council Member Whalen stated since there have been so many concerns about when there are homes that are not being maintained regardless of how many families live there, he asked what the process was and where people can report that. He stated the city did heavily rely on residents letting the city know when there are issues.

Chief Henthorne responded there was a robust reporting system and if there was a complaint of a property that falls within the public safety jurisdiction under the Property Maintenance Code, that complaint is taken by staff and the Community Services Officers, and the Code Compliance Officer is sent out to do a follow-up on the property. He stated they would look at what the violation was and a letter would be sent. They follow up with the property owner after the letter is sent. Another warning is given if necessary, along with time to remedy the situation and if the violation is not corrected they go through an abatement process with a notification for the resident to fix it. If it is not fixed, they may utilize the City Attorney.

BILL NO. 2023-2

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

RESOLUTION NO. 12061

RESOLUTION APPROVING SUMMARY PUBLICATION OF 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

SUMMARY PUBLICATION 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

Motion carried: 5-0

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| ITEM #5 | HOLD A VIOLATION HEARING AND CONSIDERATION OF A RESOLUTION REGARDING CIVIL ENFORCEMENT FOR ESTABLISHMENTS THAT RECENTLY UNDERWENT ALCOHOL COMPLIANCE CHECKS CONDUCTED BY RICHFIELD PUBLIC SAFETY STAFF, AND FAILED BY SELLING ALCOHOL TO A PERSON UNDER THE AGE OF 21 (STAFF REPORT NO. 21) |
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Council Member Trautmann presented Staff Report 21.

Council Member Trautmann stated if they were not contesting the finding and were willing to take the civil penalty, they can acknowledge that, but if they want to have a hearing, they can request that now.

A representative of Millions Crabs stated on the day they did hand alcohol to the minors but he clarified all of his staff has been well trained on the service of alcohol but on that day, one of the manager's friends was helping out. He indicated this would not happen again.

Council Member Trautmann asked if Thompson's Fireside Pizza, Inc. wished to make comment.

Scott Schoenig asked if he could display the case of what he felt happened during that transaction. Council Member Trautmann stated he could, but noted they didn't want to pressure anyone today and this was the first appearance, but if he believed the facts were not correct and if he wanted to be heard on the facts this is not the space where he can be heard on the facts. He asked if he wanted to be heard on the facts.

Scott Schoenig stated he would like to be heard on the facts. City Attorney Tietjen stated if he wished to contest this and request a hearing, he needed to let Health Administrator Anderson know, and staff will work with him on the necessary process.

Scott Schoenig asked if this changed the penalty due to the facts. City Attorney Tietjen responded if the hearing examiner decided that there was a violation, he would receive the same penalty, but if it was set aside there would be no penalty.

Scott Schoenig responded he would like to withdraw and have admittance.

Council Member Trautmann asked if there would be a hearing would the examiner set the penalty. City Attorney Tietjen stated that was correct.

Council Member Trautmann asked if Henry Thou, d/b/a Red Pepper Chinese Restaurant was present and wanted to make comment.

Henry Thou, owner of Red Pepper Chinese Restaurant, stated Red Pepper has been there for 30 years and they have always complied with the ID check, but unfortunately that day he had his niece help them who did check the ID but did the math wrong. He stated it was their fault.

Council Member Trautmann asked if there was a representative from Davanni's Inc. who wished to make comment.

Doug Martin, Davanni's Inc., stated he accepted the civil penalty.

Council Member Trautmann asked if there was a representative from Los Sanchez Taqueria who wished to make comment.

Karen, with Los Sanchez, stated she accepted the civil penalty.

M/Trautmann, S/Hayford Oleary to approve the attached Resolutions regarding Civil Enforcement for establishments that failed alcohol compliance checks by selling alcohol to an underage person. (Staff Report No 21).

RESOLUTION NO. 12062

RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR THOMPSON'S FIRESIDE PIZZA, INC. d/b/a FIRESIDE FOUNDRY, 6736 PENN AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE

RESOLUTION NO. 12063

RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR DAVANNI'S INC. d/b/a DAVANNI'S PIZZA AND HOT HOAGIES, 6345 PENN AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE

RESOLUTION NO. 12064

RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR LOS SANCHEZ TAQUERIA II, LLC d/b/a LOS SANCHEZ TAQUERIA, 2 66TH STREET WEST AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE

RESOLUTION NO. 12065

RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR MC RICHFIELD, LLC d/b/a MILLIONS CRAB, 9 66TH STREET EAST AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE

RESOLUTION NO. 12066

RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR HENRY THOU d/b/a RED PEPPER CHINESE RESTAURANT, 2910 66TH STREET WEST AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE

Motion carried: 5-0

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| ITEM #6 | CONSIDER ADOPTION OF A RESOLUTION REQUESTING THE LEGISLATURE ALLOW THE CITY OF RICHFIELD TO BRING THE OPTION OF A LOCAL SALES TO VOTORS AT A FUTURE REFERENDUM TO FUND REGIONALLY SIGNIFICANT PROJECTS IN RICHFIELD. (STAFF REPORT NO. 22) |
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Council Member Whalen presented Staff Report 22.

Director Markle stated this did not mean they would have a local sales tax, but it gave the authorization to bring it to a future Council.

Council Member Whalen stated this was not finalized yet and he would like to hear from the residents. He noted Council will have future discussions on this of what will and will not be included on any ballot. He asked the residents to reach out to the Council on this.

M/Whalen, S/ to Hayford Oleary adopt a resolution Requesting the Legislature Allow the City of Richfield to Bring the Option of a Local Sales to Voters at the Future Referendum to Fund Regionally Significant Projects in Richfield. (Staff Report No. 22).

Council Member Whalen emphasized that particularly for the Nature Center and the pool liner, which are 50 and 60 years old, there is a very real chance without identifying a revenue source that they would be faced with a situation where they would be no longer usable and they can either not have those amenities for the community or look at putting the entire 20 million dollars for those two projects as bonding on property taxes which is what they are trying to avoid. He noted most other communities around Richfield have local sales taxes that let the region help fund the amenities that they know people outside of the City use as a way to keep improving these regional facilities.

Council Member Trautmann stated he was very sensitive to what a sales tax could mean with regards to impacting the local businesses. He indicated one of the things that Council Member Whalen pointed out was many surrounding communities have a local sales tax. He indicated they don't always look at other cities as competitors, but the surrounding communities have access to revenue to build their infrastructure which does make their cities more livable and desirable. He stated he was in full support.

Council Member Hayford Oleary stated he did recognize the concerns about the sales tax being an imperfect tax. He stated the fact that they did not have a way to pay for the repairs to these facilities but are also are paying other people's taxes currently when they go to other communities. He stated it was fair to ask residents of the neighboring communities when they shop in Richfield to pay a sales tax. He hoped the state leaders recognized this and allowed Richfield the same privilege they have afforded other cities.

Mayor Supple stated she was also in support looked forward to the discussion with the community. She hoped the legislature would approve this so it could be brought forward to the community.

RESOLUTION NO. 12067

RESOLUTION REQUESTING THE LEGISLATURE ALLOW THE CITY OF RICHFIELD TO BRING THE OPTION OF A LOCAL SALES TO VOTORS AT A FUTURE REFERENDUM TO FUND REGIONALLY SIGNIFICANT PROJECTS IN RICHFIELD

Motion carried: 5-0

ITEM #7**CITY MANAGER'S REPORT**

City Manager Rodriguez thanked the residents who showed up and provided their thoughtful comments. She stated there were several speakers at the last meeting on the proposed zoning changes and Council and staff worked to answer those questions.

City Manager Rodriguez stated as best practices emerge in the public safety field they will try and incorporate it for future analysis practices and training. She noted they were also upgrading their dispatch software and will have better data in the future although it will take time to build up the database, but it would be shared with the public.

ITEM #8**CLAIMS AND PAYROLL**

M/Trautmann, S/Whalen that the following claims and payrolls be approved:

| <u>U.S. BANK</u> | <u>01/24/2023</u> |
|---|--------------------------|
| A/P Checks: 312187 - 312446 | \$2,373,191.05 |
| Payroll: 175987 – 176293; 43634 - 43635 | <u>\$848,518.84</u> |
| TOTAL | \$3,221,709.89 |

Motion carried: 5-0

ITEM #9**HATS OFF TO HOMETOWN HITS**

Council Member Whalen stated he attended the Voyager Curling event that the Recreation Department put on. He indicated it was a fun day and many attended. He highlighted the recent discussion about the local sales tax. He also spoke of the Community Services Commission and their assistance with the bike park for Taft. He thanked the staff for finding alternate funding sources for smaller-scale projects.

Council Member Hayford Oleary thanked the State Legislators and other local leaders who met with Council twice in the last couple of weeks during the Legislative Breakfast and press conference speech by Senator Klobuchar and Representative Omar. He stated it was great seeing them in Richfield and hearing what was important to the city.

Council Member Trautmann echoed Council Member Hayford Oleary's comments. He acknowledged Senators Tina Smith and Amy Klobuchar and Congress person Omar who all contended for Richfield.

Mayor Supple thanked the Senators and Congress woman for the work they did. She thanked the residents who spoke tonight and who have contacted the Council. She spoke of the ice arena being open Mondays through Thursdays from noon to 1:30 p.m. so people can walk the upper concourse. She also commented on the wonderful art display at the Community Center.

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| ITEM #10 | ADJOURNMENT |
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The meeting was adjourned by unanimous consent at 9:30 p.m.

Date Approved: February 14, 2023

Mary Supple
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Joint City Council and Transportation Commission Work Session

February 1, 2022

CALL TO ORDER

Transportation Commission Chair Bradley called the work session to order at 6:00 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Mayor; Sharon Christensen; and Sean Hayford Oleary

Council Members Absent: Simon Trautmann; and Ben Whalen

Transportation Commission Members Present: Husniyah Bradley, Chair; Jeff Walz, Jim Mahoney, Kyle Schmidt, Louis Dzierzak, Carl Woetzel, Rory Cook and Michael Kohout

Transportation Commission Members Absent: David Gepner

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Joe Powers, City Engineer; Matt Hardegger, Transportation Engineer; Lance Bernard, Transportation Consultant; Scott Kulzer, Administrative Aide/Analyst; Jake Whipple, Civil Engineer; and Olivia Wycklendt, Civil Engineer

Others Present: Jan Matheus, Bike Advocates Liaison; Mike Devane, Community Services Commission Liaison

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| ITEM #1 | OVERVIEW OF A POLICY APPROACH FOR THE SUPPORT AND PRIORITIZATION OF REGIONAL INVESTMENTS TO THE TRANSPORTATION SYSTEM AND TO PROVIDE A BRIEFING OF UPCOMING CONSIDERATIONS OF SUPPORT FOR SEVERAL PROPOSED CORRIDORS OF COMMERCE PROJECT SUBMITTALS, AND DISCUSSION |
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Transportation Commission Chair Bradley introduced the topic and turned over the presentation to Public Works Director Asher. Director Asher introduced the topic and asked for guidance and feedback from the City Council and the Transportation Commission on the policy framework for regional projects involving highway expansion.

Director Asher turned the presentation over to City Engineer Powers and Transportation Consultant Bernard.

City Engineer Joe Powers introduced the Transportation Framework Discussion, which is to discuss a draft framework approach for evaluating, supporting, and prioritizing regional highway investments to the transportation system. City Engineer Powers expressed that this framework would be used to assess each regional highway investment on a case-by-case basis and decide which projects the City would or would not support. City Engineer Powers turned over the presentation to Consultant Bernard.

Consultant Bernard provided regional context in regards to external agencies and community members, including but not limited to stakeholders, state agencies, MnDOT, Met council, adjacent municipalities, and other transportation agencies. He stated many of these agencies have their own transportation policy plans, which outline regional priorities and needs in regards to transportation. Liaison Bernard mentioned that the City itself specifically has its own local guidance, such as the 2040 comprehensive plan. He stated this coupled with the City's guiding principles are some of the ways that Richfield makes decisions when it comes to improving the City or surrounding areas infrastructure. Consultant Bernard turned the presentation back over to City Engineer Powers.

City Engineer Powers emphasized to the Council and the Commission that Public Works staff would like to have the flexibility in the future, with the collaboration of the Commission and City Council, to assess these projects on a case-by-case basis to avoid missing out on certain benefits that would be unavailable to the City should we have a non-supportive policy when it comes to regional highway expansion projects.

City Engineer Powers asked the City Council and the Transportation Commission for feedback on the policy on the framework, and emphasized that comments or changes made to this framework would ideally ensure that future regional highway expansion projects can be assessed on a case-by-case basis. He also mentioned that several council members had reached out to City Staff prior to the meeting with comments on the framework, and asked Council Member Hayford O'Leary to start the discussion as he had provided comments prior to the meeting.

Council Member Hayford O'Leary stated that he feels that the future benefits of additional capacity on surrounding regional highways are minimal for Richfield. He expressed his concerns how expanding highways may lead to the City losing land, and cause more cars to be on the highway, contributing to greenhouse gas emissions. He stated that it appeared the framework provided by staff was written in a way that could be used to support or not support any project in its current state. Councilmember Hayford O'Leary requested clearer definitions on two criteria within the framework: right-of-way impacts and greenhouse gas emissions.

City Manager Katie Rodriguez handed out an e-mail with comments on the framework from Council Member Whalen to the Commission, City Staff and City Council, as he was unable to attend the work session. He stated the framework's criteria seems right and is a helpful tool for assessing regional investment projects. Council Member Whalen mentioned concerns about projects that add additional lanes, how emissions from cars would be assessed, and a lack of creativity when it comes to determining how to efficiently move more people through a corridor.

Council Member Hayford O'Leary asked City Council and Commission what their starting thoughts are on regional highway expansion.

Commissioner Walz stated that surrounding highway expansion has reached a point where the City no longer reaps a benefit.

Commissioner Dzierzak expressed concerns that the framework approach for the assessment of regional highway projects doesn't have a scope for how a project will or will not address future needs, such as an increase of bicycle users or electric vehicles.

Mayor Supple said she was happy to see that the framework considers safety and mobility improvements for Richfield residents. She also emphasized that one of the criteria in the approach, "Have a voice to shape projects without limiting ourselves with a policy that narrowly defines the type

of project we support", is important because Richfield and other municipalities have supported each other's requests and needs by working and communicating together.

Commissioner Mahoney said he likes the idea of most of the framework, but that it is missing clarification when it comes to greenhouse gases. He stated he is concerned specifically about the air quality impacts for residents who live along these regional corridors. He added that these projects may impact property values in Richfield, and that any regional investment projects should benefit the community of Richfield as a whole.

Commissioner Woetzel added to Mahoney's comment, saying that this framework should also be asking how the project is making Richfield a more beautiful place to live.

Commissioner Schmidt agreed with Councilmember Hayford Oleary, saying that the framework is a bit subjective. He suggested that we approach these projects by assessing how much this impacts a Richfield resident first, prior to how it impacts the population of the region as a whole.

Chair Bradley expressed her agreement with many of the comments shared during the discussion. She added she appreciates that promoting multimodal transportation options and reducing inequities is a part of the framework, as it helps ensure that it benefits all Richfield residents.

City Engineer Powers asked the City Council and the Transportation Commission if there were any parts of the framework approach that they did not like or did not think should be a consideration factor.

Commissioner Kahout wondered how regional investment projects would impact the parks that border regional highways in Richfield.

Commissioner Mahoney asked the City Council if there was specific input they wanted from the Transportation Commission on this framework.

Council Member Hayford Oleary queried if having local congestion being a consideration as a part of the framework necessary. He expressed his agreement with Commissioner Mahoney on having Air Quality as a separate criteria to Greenhouse Gases.

Commissioner Dzierzak voiced his concerns that by not having an overlying objective in addition to the case-by-case framework, there is a risk that other influences could determine whether or not a City supports a regional investment project.

Commissioner Mahoney requested adding "future" to the consideration factor "Fill a Gap or Need" to help address Commissioner Dzierzak's concerns.

City Engineer Powers noted that these considerations within the framework are used through the lens of existing City policies.

Mayor Supple and Council Member Oleary discussed the importance of including mobility improvements. Director Asher clarified that the criteria of "Mobility Improvements" means that the proposed project would provide congestion relief to the local system.

City Engineer Powers continued the presentation, discussing the funding opportunity "Corridors of Commerce", which are project applications proposed to MnDOT. Three applications, one of which impacts Highway 62 and the other two impact I-494 were submitted to the program. He stated that all projects submitted throughout the state get vetted by MnDOT overtime. To have these applications earn a better score and rank them as a better candidate for funding, MnDOT requires letters of support and council resolutions from impacted communities. City Engineer Powers stated that agreeing on a framework policy for assessing these types of projects is an urgent matter as letters of support are due March 1st of 2023 for these applications.

City Engineer Powers stated that the next steps in this discussion would be to refine the framework for the council work session in two weeks time. He stated that if City Council determines

they will support the resolutions of these projects, they will be passed the night before the resolutions and letters of support are due for MnDOT.

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| ADJOURNMENT |
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Chair Bradley adjourned the work session at 7:06 p.m.

Date Approved: February 14, 2023

Mary Supple
Mayor

Scott Kulzer
Administrative Aid/Analyst

Katie Rodriguez
City Manager



Proclamation of the City of Richfield

WHEREAS, Black History Month is for celebrating the achievements of African-Americans who shaped the history of our city, state and nation and to pay tribute to their struggles for freedom and equality; and

WHEREAS, the origin of Black History Month goes back to 1925. In that year, the Harvard-trained historian Carter G. Woodson created Negro History Week to increase awareness of African-Americans' contributions to the United States. The week included the birthdays of Abraham Lincoln (February 12) and Frederick Douglass (February 14); and

WHEREAS, Rosa Parks Day is celebrated on February 4 in honor of Rosa Parks, who in 1955 challenged an Alabama bus driver's demand for her to give up her bus seat to a white man and move to the back of the bus. Her refusal, and subsequent arrest, sparked the Montgomery Bus Boycott. This became the first mass protest against racial segregation in the United States; and

WHEREAS, in 1976, the United States' bicentennial year, President Gerald Ford expanded Negro History Week to a month by proclaiming February as Black History Month, urging Americans to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history;" and

WHEREAS, African-American families have lived in the city of Richfield since the early 1800s and have contributed to the community. For example, African-American achievements in the Richfield Schools system have been recognized since the late 19th century. At that time, William E. Patrick was an African-American teacher at East School in Richfield, and, in 1967, John L. Peterson was captain of the Richfield High track team and is in the Richfield High School Athletic Hall of Fame; and

WHEREAS, in 1967, Richfield churches set an example for us all by banding together and declaring in full-page newspaper ads: "We wish to make it known that Richfield churches welcome citizens of all races, colors, and creeds"; and

WHEREAS, African-Americans have been involved in Richfield city government since at least the 1960s, when Robert Worthington was hired as the Richfield planning director in 1969; and

WHEREAS, Black or African-American residents represented 11.8 percent of the Richfield city population in 2022; and

WHEREAS, the City of Richfield, its City Council and staff identifies celebrating diversity and being equitable as core values, recognizing that our diverse culture is one of our greatest strengths and assets, striving to promote an environment of equity and inclusion; and

WHEREAS, the Richfield Human Rights Commission supported this proclamation at its February 2, 2023, meeting and recommended the Richfield City Council do the same; and

Now, THEREFORE, I, Mary Supple, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of February 2023 as Black History Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Black Americans throughout the year.

PROCLAIMED this 14th day of February, 2023.

Mary Supple, Mayor



Proclamation of the City of Richfield

WHEREAS, A young immigrant couple from Norway welcomed Solveig Ann Ness into their family on Feb 11, 1923, she joined seven brothers and one sister in a tiny little farmhouse in rural Edmore, North Dakota; and

WHEREAS, Solveig learned the importance of hard work, education, faith, and family while helping her mother in the house; attending school in a one room schoolhouse, and graduating from North Dakota State University; and

WHEREAS, Solveig met the love of her life, Ken Tvedten in his father's grocery store while shopping for supplies for her students' Home Economics class; married him in 1945 and together they had five children; and

WHEREAS, in 1955, with five kids, the couple needed a larger home, they moved from Grand Forks, ND into a thriving new housing development in Richfield north of the HUB at 63rd and Grand; and

WHEREAS, Solveig turned her education and love of nutrition into a successful career as a consulting dietician, becoming a registered dietician at age 47, working in medical and nursing homes settings; and

WHEREAS, Solveig retired at age 78, giving her more time to improve her golf, bridge, and ping pong games, entertain her many friends and family, and enjoy winters in Arizona; and

WHEREAS, Solveig has continued to live a wonderful and active life well into her 90's, including weekly bridge games, making lefse each winter holiday and sending birthday and Christmas gifts to her eight grandchildren and 21 great-grandchildren; and

WHEREAS, Solveig is celebrating 100 years of life and the Richfield community celebrates Solveig for an exemplary life well lived.

NOW, THEREFORE, I, MARY SUPPLE, Mayor of the City of Richfield, do hereby proclaim February 11, 2023, as:

SOLVEIG TVEDTEN DAY IN THE CITY OF RICHFIELD

PROCLAIMED this 11th day of February, 2023.

Mary Supple, Mayor



STAFF REPORT NO. 23
CITY COUNCIL MEETING
2/14/2023

REPORT PREPARED BY: Sam Crosby, Planner II

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
2/6/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Sack Thongvanh, Acting City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider a three-part request: site plan review, two sign variances, and a one-stall parking variance for MSP Commercial's headquarters at 6436 Penn Avenue South.

EXECUTIVE SUMMARY:

MSP Commercial (Applicant) is a construction company that is proposing to relocate their offices from Eagan to 6436 Penn Avenue South. The property is zoned Mixed Use – Community (MU-C) within the Penn Avenue Corridor (PAC) overlay. The proposed office use is permitted in this zoning district; site plan approval is required because the use of the property is changing.

The existing freestanding sign does not comply with current code in relation to height, size or setbacks. The Applicant is proposing to relocate the sign, which provides the opportunity to reduce both the height and the size of the sign while increasing the setbacks. It also eliminates a pinch point that hinders maintenance of the public sidewalk along Penn Avenue. The sign's new location requires a four square foot size variance (from the 100 square foot maximum) and a two foot setback variance (from the 14 foot minimum).

The total parking requirement for the site, with transit and bike parking reductions, is 24 spaces. As designed, the site could provide 24 stalls, but staff is recommending that the stall abutting the neighboring building to the north be removed to accommodate a better location for bicycle parking, which will maintain the front sidewalk free for pedestrians. Consequently, staff supports a one-stall parking variance from the 24-stall parking requirement.

Finally, the request includes a shared access easement with the City, as the property owner of the liquor store immediately to the south of the subject site (6444 Penn Avenue South). Each property has a curb cut to Penn Avenue, and the access openings abut each other. For safety and efficiency, City staff recommended, and the Applicant agreed, to combine the two adjacent curb cuts into one. The draft reciprocal access easement and maintenance agreement is also part of this request.

RECOMMENDED ACTION:

By motion: Approve the proposed site plan, sign variances and parking variance for 6435 Penn Avenue South, as well as the reciprocal access easement and maintenance agreement.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- This property was granted a conditional use permit and parking variance for a fast food restaurant in 2017 (Resolution #11376). The property has most recently been operating as Dynamic Products Midwest, a wholesale business that requires less parking per square foot than office space. In April of 2022, the City granted site plan approval, but denied a variance for parking, for a day care, take-out restaurant and event space (Resolution #11971). Because the parking variance was denied, the use could only move forward with a shared parking agreement, but that applicant was unable to find off-street parking nearby that could be secured long-term with a covenant and the purchase agreement expired. The current Applicant has the property under contract contingent upon zoning approval.
- At the Planning Commission's public hearing, one person spoke in favor of the project and suggested that the angled parking be oriented the other direction. Since then, the Applicant drew up such a sketch plan for consideration. The change presents challenges with appropriate signage to direct traffic and creates new vehicular crossing conflict. Staff and the Applicant agreed the current design is the preferred layout.

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

- Zoning Code Section 547.13 establishes requirements for Site Plan Review. The Applicant is improving the property in many ways, including: increasing vehicular parking, adding bicycle parking, bringing the freestanding sign closer to compliance with code, adding a landscape buffer between the vehicular parking and the public sidewalk, and screening the rooftop mechanical equipment by enhancing the front façade with a parapet. The attached findings of fact provide further support for staff's recommendation for approval.
- Zoning Code Section 544.13, "Vehicle parking and loading requirements", Subdivision 6, establishes requirements for parking minimums based on the use of the property. A total of 28 parking stalls are required for the proposed use (8,208 sq. ft. of office at 3.3 stalls per 1,000 sq. ft., and 1,093 sq. ft. of storage at 1 stall per 800 sq. ft.) With the 10% (3 stall) reduction for proximity to transit (any parcel which is located within 1/4 mile of a frequently operating transit line) and the 5% (1 stall) reduction in exchange for excess bike parking (4 bicycle spaces is equivalent to 1 parking space), the minimum number of required off-street parking spaces is reduced to 24. Only 17 spaces currently exist. Because the use is converting from a wholesale business to an office, the loading bays are no longer needed and the applicant is proposing to stripe six new stalls behind the building, for a total of 25 parking stalls. However, the northeastern most stall is not viable because of an existing driveway easement, and staff is recommending that the northwestern most stall be eliminated to accommodate a better location for bicycle parking (the currently proposed location narrows the sidewalk width, reducing pedestrian circulation). The removal of those two stalls reduces the proposed number of stalls to 23, resulting in a one-stall variance. Staff supports the variance; the Applicant has agreed to a condition of approval that requires they adjust their operational practices to ensure that demand does not exceed supply.
- It is worth noting that none of the stalls, existing or proposed, meet the size requirements of the code. Zoning Code Section 544.13, Subd.3 states that exceptions to the parking lot design standards must be approved by the City Engineer. The City Engineer has reviewed the proposed site design and, given the existing conditions of the lot in conjunction with the proposed improvements, approves the smaller parking stall sizes.
- Zoning Code Section 549 regulates freestanding signs. The existing freestanding sign will be relocated and modified as follows:

| <u>Requirement</u> | <u>Variance</u> | | | |
|-----------------------------|-----------------|-----------------|-----------------|------------------|
| | <u>Code</u> | <u>Existing</u> | <u>Proposed</u> | <u>Requested</u> |
| Setback from curb: | 14' | 7' | 12' | 2' |
| Setback from property line: | 5' | 0' | 5' | 0' |
| Height: | 20' | 22' | 20' | 0' |
| Size: | 100 sf | 138 sf | 104 sf | 4 sf. |

- The relocation of the sign and associated variances is supported by staff not only because it brings the sign closer to compliance with current code, but also because the sign is currently located very close to a utility pole in public right-of-way, the proximity to which causes a pinch-

point for Public Works' maintenance activities, particularly sidewalk plowing.

- Zoning Code Section 547.11 establishes the requirements for Variances. Staff finds that the requested variances are reasonable and the attached findings of fact provide support staff's recommendation for approval.
- The reciprocal access easement and maintenance agreement was drafted by the City's Attorney. It splits the cost of maintenance by percentage of area – meaning the City will cover roughly 75% of the cost (commensurate with the amount of easement that lies on the City's property) and the Applicant will cover the remaining 25%. The agreement is written such that the City will have exclusive control over repair work decisions, and the City will perform the maintenance, and then bill MSP for their share upon completion. If they fail to pay their share in a timely manner the City may assess the property.
- The plan was routed to the County's Transportation Planning department for review and comment. The County is supportive of the changes noting that the extension of the curb within the Penn Avenue right-of-way requires a County permit.

C. CRITICAL TIMING ISSUES:

60-DAY RULE: The 60-day clock started when a complete application was received on December 21, 2022. Therefore, the 60-day clock ends on February 19, 2023.

D. FINANCIAL IMPACT:

Required application fees have been paid.

E. LEGAL CONSIDERATION:

- Notice of the public hearing was published in the Sun Current newspaper on January 12, 2023, and was mailed to properties within 350 feet of the subject site.
- The Planning Commission held a public hearing on January 23, 2022 and unanimously recommended approval of the request as presented.

ALTERNATIVE RECOMMENDATION(S):

- Recommend approval of the request with additional and/or modified stipulations.
- Recommend denial of the request with a finding that the proposal does not meet City requirements.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives from MSP Commercial and Loucks, their Engineering consultant.

ATTACHMENTS:

| Description | Type |
|---|--------------------|
| ▢ Resolution of Approval - Site Plan & Variances | Resolution Letter |
| ▢ Resolution of Approval - Shared Access Easement | Resolution Letter |
| ▢ Reciprocal Access Easement Agreement | Contract/Agreement |
| ▢ Zoning/Location Map | Exhibit |
| ▢ Required Findings | Backup Material |
| ▢ Request Narrative | Backup Material |
| ▢ Site Plans and Graphics | Backup Material |

RESOLUTION NO. _____

**RESOLUTION APPROVING A SITE PLAN;
A ONE STALL PARKING VARIANCE;
A 4 SQUARE FOOT SIZE VARIANCE AND A 2 FOOT SETBACK VARIANCE
FOR A FREESTANDING SIGN, ALL
AT 6436 PENN AVENUE SOUTH**

WHEREAS, an application has been filed with the City of Richfield which requests approval of proposed site plan, off-street parking variance, sign size variance, and sign setback variance, all for a change of use from wholesale business to office at 6436 Penn Avenue South, property legally described as:

THAT PART OF THE NORTH 115.9 FEET OF THE SOUTH 270.9 FEET OF THE EAST 167 FEET OF LOT 1, RICHFIELD GARDENS, WHICH LIES SOUTH OF THE NORTH 354.5 FEET OF SAID LOT 1, HENNEPIN COUNTY, MINNESOTA

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its January 23, 2023 meeting and recommended approval of the requested site plan and variances; and,

WHEREAS, Zoning Code Section 544.13, Subdivision 6, establishes a minimum number of required off-street parking spaces, which totals 28 spaces for this property; and

WHEREAS, Zoning Code Section 544.13, Subdivision 8, allows a reduction of 5% of the number of required off-street parking spaces for excess bike parking (4 bicycle spaces is equivalent to 1 parking space) and 10% for proximity to transit (any parcel which is located within 1/4 mile of a frequently operating transit line), bringing the total required off-street parking spaces down to 24; and,

WHEREAS, the applicant is proposing a reconfiguration of the exterior site layout, bringing the total amount of off-street parking spaces provided up to 23; and,

WHEREAS, Zoning Code Section 549.21, Subd.5 requires that no part of any freestanding sign be located less than 14 feet behind the curb of an adjacent street; and

WHEREAS, the existing freestanding sign is currently located 7 feet from the street curb, but once relocated will be 12 feet from the curb; and

WHEREAS, Zoning Code Section 549.23, Subd.2.a establishes the maximum height for a freestanding sign in the MU-C district as 20 feet and the maximum size as 100 square feet; and

WHEREAS, the existing freestanding sign is currently 22 feet tall and 138 square feet in size and will be reduced to 20 feet tall and 104 square feet in size when relocated; and

WHEREAS, the current freestanding sign location hinders public sidewalk maintenance due to its proximity to a utility pole, causing a pinch point for machinery; and

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property and published in the Sun Current newspaper on January 12, 2023; and,

WHEREAS, the City has fully considered the request for site plan approval and variances;

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. The City Council further adopts as its Findings of Fact the findings listed in the Required Findings Statement.
3. The requested site plan and variances are hereby approved subject to the following conditions:
 - a. Should off-site parking (associated with this business) become an issue in the future, the property owner will work with the City to adjust practices or modify procedures (eg: meeting times, employee schedules, hours of operation, etc.) as necessary to ensure that the parking demand created by the business does not exceed the amount of parking provided on site.
 - b. Separate sign permits are required for any new or relocated sign.
 - c. All required parking spaces shall remain available year-round and shall not be used for snow storage.
 - d. The property owner is responsible for the ongoing maintenance of all landscaping in accordance with approved plans.
 - e. The applicant is responsible for obtaining all required permits, and compliance with all other City, County and State regulations.
 - f. No lighting changes are proposed or approved.
 - g. The size variance for the sign is to facilitate the reuse of the existing frame. If the frame of the sign is rebuilt, its size should be reduced to comply with code.

Prior to the issuance of a building permit, the applicant shall:

- h. Provide a SAC determination from the Met Council.
- i. Provide proof of having recorded a copy of this resolution of approval.
- j. Execute the reciprocal access easement agreement.
- k. Provide a detailed landscaping plan for staff review and approval, showing number, size, species, and location of plants.
- l. Provide bike rack details and specifications for staff review and approval.
- m. Provide grading details for how the ADA requirements will be met.

Prior to the issuance of a Certificate of Occupancy, the applicant shall:

- n. Provide a surety equal to 125% of the value of any improvements not yet complete.
- o. Regrade the lot and/or sidewalk in the area of the ADA parking to meet ADA requirements.
- p. All parking areas must be patched/resurfaced and restriped.
- q. Bike racks shall be installed according to manufacturer's specifications.

Prior to the release of the surety, the applicant shall:

- r. Extend the Penn Avenue curb as shown on the plan.
- s. Install directional signage.
- t. Relocate and lower the freestanding sign, and paint or refinish the poles.
- u. Install all landscaping and raised planters.
- v. Provide proof of having recorded the reciprocal access easement agreement.

- 4. This approval shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the applicant, the Council extends the expiration date for an additional period, as required by the Zoning Ordinance, Section 547.13, Subd. 9.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of February, 2023.

ATTEST:

Mary B. Supple, Mayor

Chris Swanson, Acting City Clerk

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A SHARED ACCESS
AGREEMENT BETWEEN THE CITY OF RICHFIELD
AND MSP COMMERCIAL AT
6436 AND 6444 PENN AVENUE SOUTH**

WHEREAS, a land use application has been filed with the City of Richfield which requests the consolidation of two adjacent access openings into one, as depicted in the attached graphic; and

WHEREAS, during the Penn Avenue Corridor study, the City discussed district-wide strategies, including parking and access; and

WHEREAS, consolidating access points has the potential to simplify turning movements, improve sidewalk connections, reduce maintenance costs, and increase parking, all of which would benefit both the subject site and the public; and

WHEREAS, the shared access agreement shall govern the responsibilities of both the City and MSP as related to liability and maintenance;

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

1. That the Shared Access Agreement between the City of Richfield and MSP Commercial is authorized and approved.
2. That the Mayor and Manager are authorized to execute the Agreement and deliver any and all documents necessary to carry out the intentions of this resolution and the agreement.
3. That the Mayor and Manager are authorized the execute minor amendments and modifications to the agreement as may be required from time to time.

Adopted by the City Council of the City of Richfield, Minnesota, this 14th Day of February, 2023.

ATTEST:

Mary B. Supple, Mayor

Chris Swanson, Acting City Clerk

RECIPROCAL ACCESS EASEMENT

This Reciprocal Access Easement Agreement (this “Agreement”) is entered into this ____ day of _____, 2023, by the City of Richfield (the “City”), a Minnesota municipal corporation, and MSP Richfield, LLC, a Minnesota limited liability company (“MSP”) (each a “Party” and collectively, the “Parties”).

Recitals

- A. The City is the fee owner of certain real property located at 6444 Penn Avenue South, Richfield, in Hennepin County, Minnesota (PID No. 29-028-24-14-0021) legally described on the attached Exhibit A (the “City Parcel”);
- B. MSP is the fee owner of certain real property located at 6436 Penn Avenue South, Richfield, in Hennepin County, Minnesota (PID No. 29-028-24-14-0022) legally described on the attached Exhibit B (the “MSP Parcel”);
- C. The Parties desire to share an access drive along the lot line between the City Parcel and the MSP Parcel (the “Shared Driveway”); and
- D. The Parties grant and convey to each other reciprocal easements for access along the shared access drive according to the terms and conditions contained herein.

Terms of Easements

1. Grant of Easement to MSP. For good and valuable consideration, the City grants and conveys the following easement to MSP:

A perpetual, non-exclusive easement for common driveway purposes over, under, across and through that part of the City Parcel described on the attached Exhibit C (the “Easement Area”), and depicted in the sketch attached as Exhibit D.

2. Grant of Easement to the City. For good and valuable consideration, MSP grants and conveys the following easement to the City:

A perpetual, non-exclusive easement for common driveway purposes over, under, across and through that part of the MSP Parcel described on the attached Exhibit C (the "Easement Area"), and depicted in the sketch attached as Exhibit D.

3. Scope of Easements. The perpetual easements being exchanged include the right of the Parties, their contractors, agents, employees, and invitees to enter the Easement Area at all reasonable times for the purposes of ingress and egress, and for the construction, operation, maintenance, repair, replacement, and removal of a driveway.

4. Compliance with Laws. In conducting their activities hereunder, the Parties will, at their sole expense and effort, comply with all laws, ordinances, permits, rules, and regulations, enacted by any federal, state, or local governmental agency having jurisdiction or control over any activity occurring upon the Easement Area resulting from or applicable to usage based upon this Agreement. The Parties further agree to obtain all required permits for activities hereunder and to comply with all such permits.

5. Obstructions. The Parties agree to keep the Shared Driveway free and clear of all obstructions, including vehicles and other items or debris which would cause the Shared Driveway to become unusable for either Party.

6. Routine Maintenance/Costs. The Parties' maintenance costs will be determined by the Parties' respective percentage of ownership of the underlying Easement Area. The City owns approximately 75% of the underlying Easement Area, with MSP owning approximately 25% of the underlying Easement Area. The City will be responsible for 75% (the "City's cost-share percentage") of the total cost of maintenance for the Shared Driveway. MSP will be responsible for 25% ("MSP's cost-share percentage") of the total cost of maintenance. Routine maintenance includes, by way of example but without limitation, tasks such as snow removal, filling potholes, and removing debris and vegetation. It does not include re-paving, which would constitute a repair under Paragraph 7 of this Agreement. The City will perform all routine maintenance of the Easement Area, will provide MSP with reasonable documentation and invoices pertaining to any incurred maintenance costs and will request reimbursement from MSP for MSP's cost-share percentage within 30 days of completed maintenance work. If MSP does not reimburse the City MSP's cost-share percentage within 30 days of the City's request for reimbursement, the City will assess the MSP Parcel in the amount of the requested reimbursement. MSP waives all notice, hearing, and appeal rights under Minnesota Statutes Chapter 429 and applicable City codes, relating to such assessment.

7. Repair Work/Costs. If the City reasonably determines that the Shared Driveway is in need of repair, reconstruction, or improvement, all outside of routine maintenance addressed above, the City will, within a reasonable time, give prior notice to MSP and contract for and oversee the work (the "Repair Work") subject to the agreement of MSP which shall not be unreasonably withheld. The City will share all plans for Repair Work with MSP upon request. The Parties shall share the costs associated with the Repair Work according to the Parties' respective percentage of underlying ownership of the Easement Area as outlined in Paragraph 6 of this Agreement. The City will provide MSP with reasonable documentation and invoices pertaining to any incurred Repair Work costs and MSP will reimburse the City based on MSP's share of the actual work completed, within 30 days of the City's request for reimbursement. If MSP does not reimburse the City within 30 days of the City's

request for reimbursement, the City will assess the MSP Parcel in the amount of the requested reimbursement. MSP waives all notice, hearing, and appeal rights under Minnesota Statutes Chapter 429 and applicable City codes, relating to such assessment.

If after at least thirty (30) days' written notice from MSP, the City is not making reasonable progress in performing its obligations under this Agreement, MSP may perform the same and the City shall reimburse MSP for its City's cost-share percentage as provided above. Any portion not so reimbursed may be off-set by MSP against MSP's future costs to be reimbursed to the City under this Agreement.

8. Liability. Each Party shall be responsible for its own acts, the acts of its respective officials, employees and agents, and the results thereof to the extent authorized by law. Neither Party shall be responsible for the acts of any others or the result thereof. By entering into this Agreement, the City is not waiving any immunities to which it may be entitled under applicable statutes or common law.

9. Indemnification. Each party will indemnify, and hold the other, its principals, officers, directors, agents and employees harmless from and against any third-party claims and the resulting injury, loss, cost, damage and/or expense of whatever kind (with the exception of special, consequential and incidental damages) arising from the actions of its' employees, contractors or agents on its' property, or from a party's breach of this Agreement, including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of a party or its principals, officers, directors, employees, agents or invitees. The provisions of this Section 9 will survive termination of this Agreement, but not beyond any applicable statute of limitations period. Notwithstanding anything to the contrary contained herein, in no event shall either party be liable for any indirect, incidental, consequential, special, reliance or punitive damages, even if advised of the possibility thereof.

10. Damage to Easement Area. The Parties must take all reasonable precautions to prevent any damage to the Easement Area, and each Party will fully reimburse the other for any damages resulting from its use of said Easement Area.

11. Assignment. The City or MSP may assign their rights under this Agreement only upon written consent of the other Party.

12. Existing Utilities. The Parties acknowledge that there may be existing utilities located within the Easement Area. When either Party makes any improvements or modifications within the Easement Area, that Party takes responsibility for determining the location of any existing utilities to prevent damage to or interference with any rights held by other easement holders.

13. Liens. The party performing or directing any repair or maintenance work under this Agreement is responsible for the satisfaction or payment of any liens to any provider of such work. Said party will also indemnify, hold harmless and defend the other against any such liens, including the reasonable fees of attorneys. Such liens must be discharged within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that the party performing the work may contest, in good faith and by appropriate proceedings of such liens. MSP shall not permit liens to become attached to the City Parcel, as public property.

14. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

15. Entire Agreement; Modification. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the Parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

16. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Parties, their successors, and assigns, for the benefit of the City Parcel and the MSP Parcel.

17. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

18. Authority. The parties represent and warrant that they have full power and authority to execute, deliver and perform under this Agreement.

STATE DEED TAX DUE HEREON: NONE

[Signature pages to follow.]

Dated this ____ day of _____, 20____.

CITY OF RICHFIELD

By: _____
Mary B. Supple, Mayor

By: _____
Katie Rodriguez, City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Mary Supple 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

NOTARY STAMP OR SEAL

Dated this ____ day of _____, 20____.

MSP RICHFIELD, LLC

By: _____
Alex Young, Chief Manager

[illegible]

The foregoing was acknowledged before me this _____ day of _____, 2023,
by Alex Young, the Chief Manager of MSP Richfield, LLC, a Minnesota limited liability
company, on behalf of the company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the City Parcel

That part of the North 125 feet of the South 155 feet of the East 167 feet of Lot 1, Richfield Gardens, except Road.

Hennepin County, Minnesota
Abstract Property.

EXHIBIT B

Legal Description of the MSP Parcel

That part of the North 115.9 feet of the South 270.9 feet of the East 167 feet of Lot 1, Richfield Gardens, which lies South of the North 354.5 feet of said Lot 1.

Hennepin County, Minnesota
Abstract Property.

EXHIBIT C

Legal Description of the Easement Area

The North 6.50 feet of the South 161.50 feet of the East 62.00 feet of Lot 1, RICHFIELD GARDENS, Hennepin County, Minnesota.

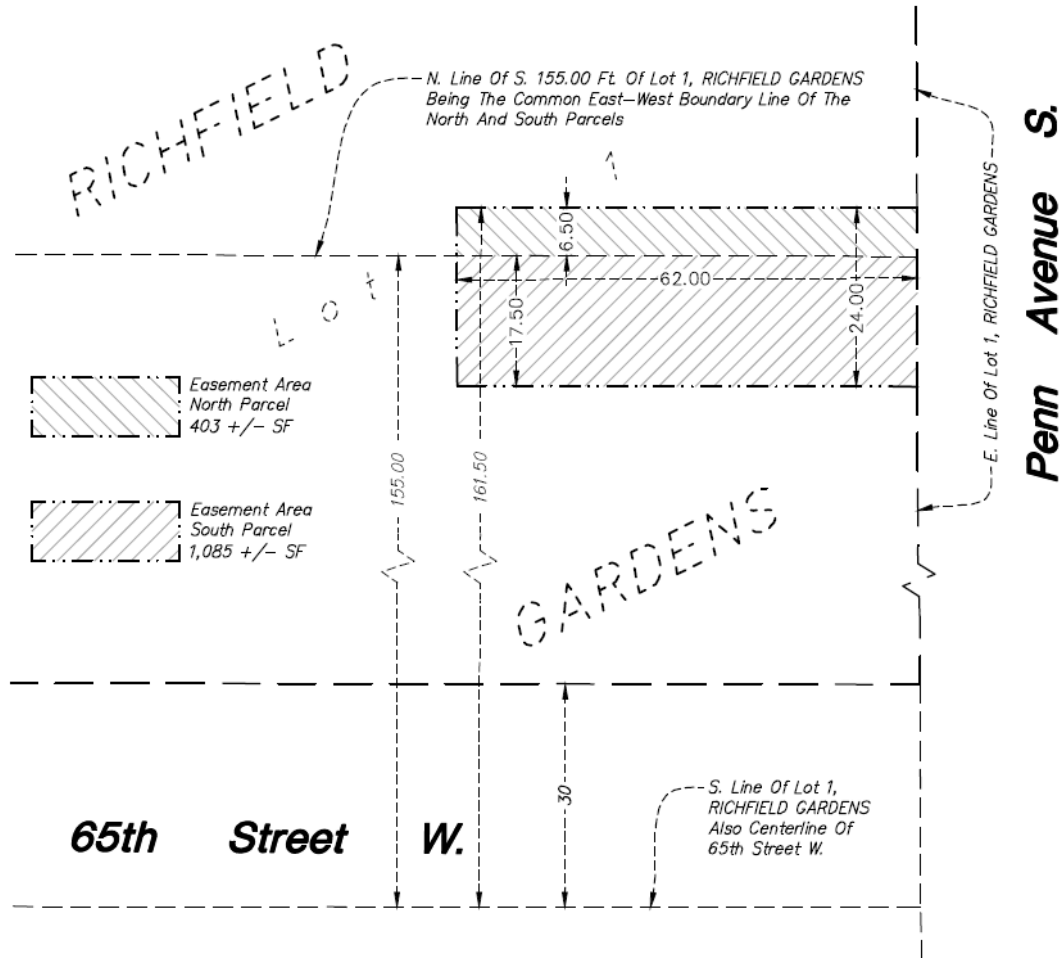
AND

The North 17.50 feet of the South 155.00 feet of the East 62.00 feet of Lot 1, RICHFIELD GARDENS, Hennepin County, Minnesota.

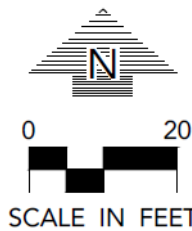
EXHIBIT D

Depiction of the Easement Area

EXHIBIT



Shared Access Easement Description January 5, 2023



North Parcel

The North 6.50 feet of the South 161.50 feet of the East 62.00 feet of Lot 1, RICHFIELD GARDENS, Hennepin County, Minnesota.

South Parcel

The North 17.50 feet of the South 155.00 feet of the East 62.00 feet of Lot 1, RICHFIELD GARDENS, Hennepin County, Minnesota.

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.

Jared J. Averbeck
Jared J. Averbeck - PLS

License No. 53642

01/06/23
Date

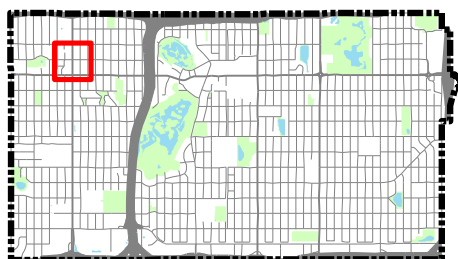
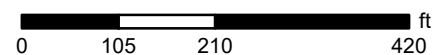
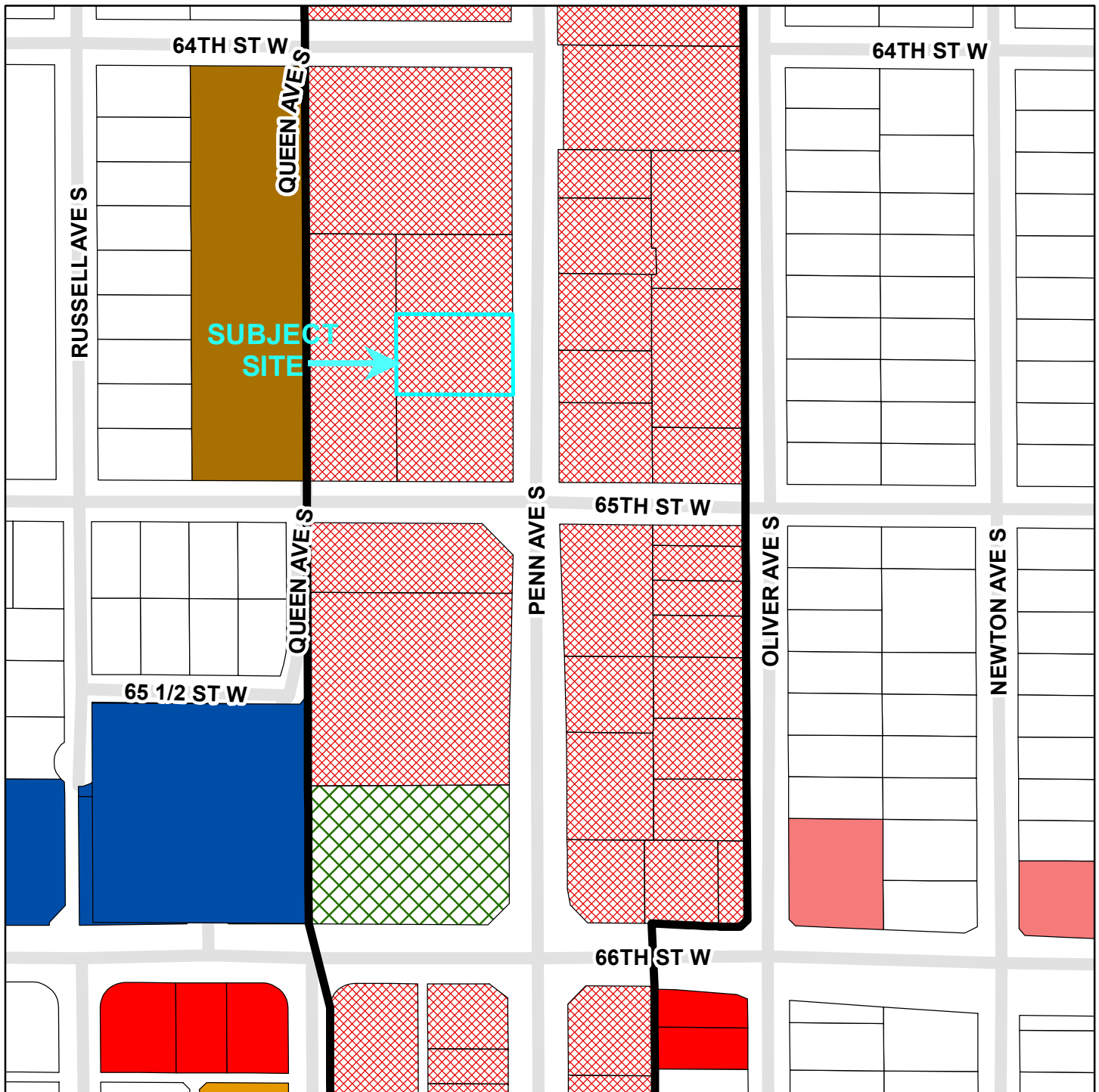
LOUCKS
Loucks Project No. 22660



6436 Penn Avenue South

Location and Zoning Map

MSP Commercial



Legend

- | | |
|--------------------------------|--------------------------|
| Penn Ave Corridor Overlay | C-1 Community Commercial |
| R Single-Family | C-2 General Commercial |
| PMR Planned Multi-Family | PMU Planned Mixed Use |
| MR-2 Multi-Family | MU-C Mixed Use-Community |
| MR-3 High-Density Multi-Family | |



Required Findings
MSP Commercial / 6436 Penn Avenue

Part 1 - Site Plan Approval (Subsection 547.13) In evaluating a site plan, the Planning Commission and Council shall consider its compliance with the following:

- a) *Consistency with the various elements and objectives of the City's long range plans including, but not limited to, the Comprehensive Plan.*
While the Penn Avenue Corridor is intended for redevelopment, redevelopment is not eminent. The subject use will help span the gap between current day and future redevelopment, while the proposed changes improve the property as much as possible given the conditions. Therefore, the proposed use is consistent with long-range plans and the comprehensive plan.
- b) *Consistency with the purposes of the Zoning Code.*
The proposed office use is allowed in the MU-C zoning district and is otherwise consistent with purpose and intent of the Zoning Code. Mixed use is desired but not required for sites less than 2 acres in size.
- c) *Preservation of the site in its natural state, insofar as practicable, by minimizing tree and soil removal, and designing any grade changes so as to be in keeping with the general appearance of neighboring developed or developing areas.*
The site is not being developed or redeveloped, it is simply being remodeled. Nevertheless, the proposed improvements include a small strip of greenspace between the parking lot and the public sidewalk that is not there currently, so the amount of landscaping on site will increase, including landscaping under the freestanding sign and potted planters near the front entrance. The general grading of the site is not proposing to change except for the relocation of the ADA parking stall which will require some grade adjustment to meet the existing sidewalk entrance.
- d) *Creation of a harmonious relationship of buildings and open spaces with the terrain and with existing and future buildings having a visual relationship to the proposed development.*
The proposed use is harmonious: the relocation of the freestanding sign will help improve maintenance of the public sidewalk, the consolidation of the Penn Avenue access openings will improve sidewalk connections and reduce maintenance costs, and the landscaping along the east property line softens the streetscape while enhancing the pedestrian experience.
- e) *Creation of a functional and harmonious design for structures and site features including:*
 - i. *Creation of an internal sense of order for the various functions and buildings on the site and provision of a desirable environment for occupants, visitors, and the general community;*
The proposal will improve the generally desirability of the environment for occupants, visitor and the general community: The ADA stall will be relocated closer to the main entrance, required exterior and non-required interior bicycle parking will be added, and one-way directional signs will improve on-site circulation in support of the existing angled parking.
 - ii. *Appropriateness of the amount and arrangement of open space and landscaping to the design and function of the development;*
The design and function of open space at this property is minimal but is an existing condition that is improving.
 - iii. *Appropriateness of the materials, textures, colors and details of construction as an expression of the design concept of the project and the compatibility of the same with the adjacent and neighboring structures and functions;*

Details of construction are compatible to the area, the building façade will be updated and the rooftop mechanical equipment screened by a new parapet feature.

- iv. *Adequacy of vehicular, cycling and pedestrian circulation, including walkways, interior drives and parking, in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian, cycling and vehicular traffic and arrangement and amount of parking so as to be safe, convenient and, insofar as practicable, compatible with the design of proposed buildings, structures and neighboring properties.*

The proposal significantly improves bike parking, vehicle parking, vehicle circulation and pedestrian circulation.

- f) *Creation of an energy-conserving design through design location, orientation and elevation of structures, the use and location of glass in structures, and the use of landscape materials and site grading.*

The applicant is proposing to replace all the storefront windows and doors, which will naturally be more energy efficient than the existing ones. The existing overhead doors will also be replaced with new glass overhead doors (or windows) to bring in natural light and outdoor elements as weather allows.

- g) *Protection of adjacent and neighboring properties through reasonable provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and those aspects of design, not adequately covered by other regulations, which may have substantial effects on neighboring land uses.*

There are no exterior changes and no negative aspects of the design are expected to affect neighboring properties.

Part 2 – Parking Variance: (Subsection 547.11) In evaluating a variance, the Planning Commission and Council shall consider the following:

- a) *There are “practical difficulties” that prevent the property owner from using the property in a reasonable manner.*

In the continuum of parking demand, an office use is the mid to low end of the spectrum. Restaurants and retail create more demand while service businesses create a relatively equal amount. The size of the building relative to the amount of non-building area available for parking is a condition which creates a difficulty if the owner desires to activate the space with anything more dynamic than a wholesale business or storage/warehouse type use. The applicant proposes to use the property in a reasonable manner not permitted by the zoning code and the considerations are not economic along in nature.

- b) *There are unusual or unique circumstances that apply to the property which were not created by the applicant and do not apply generally to other properties in the same zone or vicinity.*

The existing conditions may be similar to other properties in the immediately surrounding area, however, they were not created by the applicant, in fact they are being reduced by the applicant to the extent possible.

- c) *The variances would not alter the character of the neighborhood or the locality.*

The applicant has committed to insuring that the demand created by the business does not exceed the parking available. Condition #2.b of the resolution of approval is a key element in staff's recommendation for approval.

- d) *The variances are the minimum necessary to alleviate the practical difficulty.*

The applicant has made considerable effort to maximize the amount of parking on site to

ensure that the variances requested are the minimum variance necessary to alleviate the difficulty.

- e) *The variances are in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.*

In relation to the zoning ordinance, the purpose and intent of the Penn Avenue Corridor District is to “provide for a balanced mix of commercial, office and residential uses that together create a cohesive and pedestrian-friendly area”. The proposed changes to the curb cut and parking layout are moves in that direction, as well as replacing asphalt with landscaping along the public sidewalk softens the streetscape and enhances the pedestrian experience. In relation to the Comp Plan, while the Penn Avenue Corridor is intended for redevelopment, redevelopment is not eminent. The subject use will help span the gap between current day and future redevelopment, while the proposed changes do as much as possible given the conditions.

Part 3 – Sign Variances: (Subsection 547.11) In evaluating the variances, the Planning Commission and Council shall consider the following:

- a) *There are “practical difficulties” that prevent the property owner from using the property in a reasonable manner.*

The existing site conditions are the practical difficulties that hinder full code compliance. The proposed relocation of the existing monument sign is bringing the sign closer to conformance with current code in three ways: size, height and setbacks. These improvements are the most conformance with current code possible given the existing conditions. The applicant proposes to use the property in a reasonable manner not permitted by the zoning code and the considerations are not economic along in nature.

- b) *There are unusual or unique circumstances that apply to the property which were not created by the applicant and do not apply generally to other properties in the same zone or vicinity.*

The existing conditions may be similar to other properties in the immediately surrounding area, however, they were not created by the applicant, in fact they are being reduced by the applicant to the extent possible.

- c) *The variances would not alter the character of the neighborhood or the locality.*

Because the variances bring the sign closer to conformance with current code, they represent an improvement to the character of the neighborhood or locality.

- d) *The variances are the minimum necessary to alleviate the practical difficulty.*

The applicant has made considerable effort to ensure that the variance requested is the minimum variance necessary to alleviate the difficulty.

- e) *The variances are in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.*

Because the proposal brings the signage as close to meeting code as possible given the existing conditions, the variances are in harmony with the zoning ordinance. The Comprehensive Plan does not speak directly to signage, but in the overall context of the request, the variances are consistent with the Comp [Plan](#).



651.287.8888

www.mspcommercial.com

1215 Town Centre Drive
Suite 130
Eagan, MN 55123

December 22, 2022

Samantha Crosby, Planner II
City of Richfield Planning Commission
6700 Portland Avenue
Richfield, MN 55423

RE: 6436 Penn Avenue: Change of Use and Variance Request

Dear Samantha,

As a follow up to MSP Commercial's initial submittal in November and in response to the ARC Report dated 11/21/22, please accept this updated request from MSP Commercial for Change of Use and Variance Request for 6436 Penn Avenue.

About MSP Commercial

MSP is a commercial real estate developer and property management company, focusing primarily on healthcare real estate. We have been focused on this specialized industry in the Twin Cities Metro area since 2003. Currently we have 14 full-time employees that will be relocating from our corporate office in Eagan to this new location.

Existing Building and Tenant

- The building is currently zoned Mixed-Use Community
- The current tenant employs 23 people, of which 17 work at this location.
- Current site parking accommodates 17 parking stalls.
- Existing tenant utilizes overhead doors for service/warehousing access.
- Current hours of business operation is 8am-5pm.

Proposed MSP Commercial Use

- MSP plans to utilize the building for our corporate office, relocating from Eagan.
- MSP has 14 employees
- Space is designed to allow for future growth of approximately 22-25 employees over the next 10 yrs.
- MSP employees are often off site at other properties and do work remotely during business hours.
- MSP has minimal scheduled visitors and deliveries.
- The building would be a mix of offices and support space, storage and some fun recreation area for staff gatherings. The current building is approximately 9301 SF. The proposed plan is to build out about 8210 SF of office space and conference rooms and 1091 SF of Storage.
- Existing overhead doors will be replaced with new glass overhead doors or windows to bring natural light and outdoor elements into the space as weather allows. The overhead door for storage will remain.
- Operating hours: 8am-5pm.

Parking/Site Improvements

Exhibits: Existing site Survey,
Proposed Site Parking & Improvements
Turning Exhibit

After consideration and discussions with yourself, the City Engineer, County and taking initial comments and suggestions proposed from the ARC report, MSP hired an outside engineer to help assist and look at the best parking and site improvement options that would both help meet the parking requirements as well as traffic flow and access to the site along with adjacent sites. One of the suggested proposed options from the city was to implement a shared access agreement between MSP and the City, which the proposed parking/site plan identifies.

Existing site deficiencies

- 17 parking stalls (Non-conforming) 25 required.
- No bike parking
- Parking surface in need of resurfacing
- No green space/plants
- Current parking imposes on ROW
- Existing site sign imposes on ROW and sidewalk and proximity to utility pole makes it difficult for snow and sidewalk clearance in ROW.
- Two access points off Penn Ave between this site and adjacent liquor store.

Proposed Site Improvements

- Site plan accounts for 26 parking stalls. (25 required)
- ADA compliant Parking Stall
- One way traffic, with exit only at North Access to Penn for better traffic flow through the site.
- Site plan incorporates parking for 8 bicycles. (4 near front of building, 4 inside for employees)
- Site plan incorporates a greenspace buffer between sidewalk and parking area.
- Site plan will incorporate raised planter beds near the entrances.
- Entire lot will milled and resurfaced
- Relocation of sign to provide greater setback from Penn Ave curb line and ROW
- Shared access agreement with City Liquor store will allow for more conforming entrance off of Penn Avenue and space for the monument sign to be relocated.
- Rework entrance curb and apron as needed. Patch sidewalk as needed.

Signage Variance

Exhibits *Variance Application*
Existing sign dimensioned Photo
Site Plan showing existing and proposed location

Exterior Building Enhancements

Exhibits *Exterior Elevations and Renderings.*

- Removal of existing fabric Awning
- Raising of the south parapet 18" to give building some variation in heights and help better screen existing RTU's. Existing RTU's to remain.
- Remove and replace existing storefronts, windows, doors and replace with new. Provide and install one main entrance vestibule.
- Add Metal cladding over existing brick on Southeast corner of building.
- Replace parapet metal cap flashing to align with new building finish colors.
- Existing brick on northeast of building to remain and incorporated with new color scheme.
- May consider painting or staining existing exposed brick.
- All existing CMU will be repainted.
- Existing overhead doors will be replaced with new glass overhead doors or windows to bring natural light and outdoor elements into the space as weather allows. Overhead door for storage area does not need to be accessible by employees for any reason, but will be used for trash, staff bicycles, and miscellaneous storage.
- No modifications at the northern most wall adjacent to property to the north so existing separation between buildings to remain as-is.

Interior Building Enhancements

Exhibits *Existing Building Interior Layout*
MSP Proposed Interior Fit plan designed by Pope Architects

- Demo and remove all existing gyp walls, ceilings, finishes for new construction.
- Utilize existing RTU's
- Construct new layout as proposed per fit plan incorporating new finishes, lighting, conference rooms and open office floor plan.
- Space designed for 22 employees.
- Leave existing CMU bearing walls in place and incorporate into the space as much as possible.
- Incorporate blend of open ceiling space and architectural ceiling features.
- Utilize existing windows, overhead doors, storefronts to capture natural light to office spaces.

Garbage Collection

Trash will be housed inside at storage area and delivery/pick up coordinated with waste management services. See Proposed interior Plan layout for location.

Project Schedule/Timeline

- Complete final construction drawings for permit application upon Planning Commission and City Council approval
- Submit permit drawings: 3/1/23
- Construction: 3/20-7/15/23
- MSP move in: 7/15/23

Please let me know if there are any further questions or information you need as part of the application process.

Thank you for your consideration. MSP Commercial is excited to have the opportunity to bring our company and employees to Richfield.

Sincerely,



Rodney Hintz
Sr. Project Manager
MSP Commercial



SITE NAME: RICHFIELD
SWEDIN PROPERTIES

PROJECT ADDRESS
**6436 Penn Ave S
Richfield MN 55423**

ALTA/NSPS Land Title Survey

BASED UPON TITLE COMMITMENT NO. 71247
OF CHICAGO TITLE INSURANCE COMPANY
BEARING AN EFFECTIVE DATE OF OCTOBER 19, 2022 @ 7:00 A.M.

To Charis Properties, LLC, a Minnesota limited liability company; Swedin Properties Inc.; Chicago Title Insurance Company and Commercial Partners Title.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof.

The fieldwork was completed on November 14, 2022.

Doug Huhn
Registration No. 43808 - In the State of Minnesota
Registration No. 7131 - In the State of North Dakota

| | | |
|---------------------------------------|-----------------|---|
| DATE OF FIELD WORK: November 14, 2022 | JOB NO.: 202291 | HORIZONTAL DATUM: NAD83 2011ADJ Hennepin County |
| DATE OF MAP: November 21, 2022 | DRAFTED BY: CRM | |
| REVISION: DATE 20 | CHECKED BY: DSH | VERTICAL DATUM: NAVD 88 |
| REVISION: DATE 20 | | |

Commitment Legal Description

The Land is described as follows:

That part of the North 115.9 feet of the South 270.9 feet of the East 167 feet of Lot 1, Richfield Gardens, which lies South of the North 354.5 feet of said Lot 1.

Hennepin County, Minnesota
Abstract Property

THE ABOVE DESCRIPTION DESCRIBES THE SAME PROPERTY AS IN TITLE COMMITMENT FILE NO. CP71247 OF CHICAGO TITLE INSURANCE COMPANY DATED OCTOBER 19, 2022.

Containing 0.44 Acres, more or less.
Containing 19,194 Sq. Ft., more or less

Notes Corresponding to Schedule B

9 Terms and conditions of and easements contained in Deed of Appurtenant Easement dated February 15, 1954, filed February 25, 1954, as Document No. 2861432 in Book 1990 of Deeds, Page 353. (PLOTTED, SHOWN HEREON)

12 Terms and conditions of Resolution No. 20-0373R2 adopted October 20, 2020, filed October 26, 2020, as Document No. A10853594. (NOT PLOTTED, NO PLOTTABLE SURVEY RELATED ITEMS)



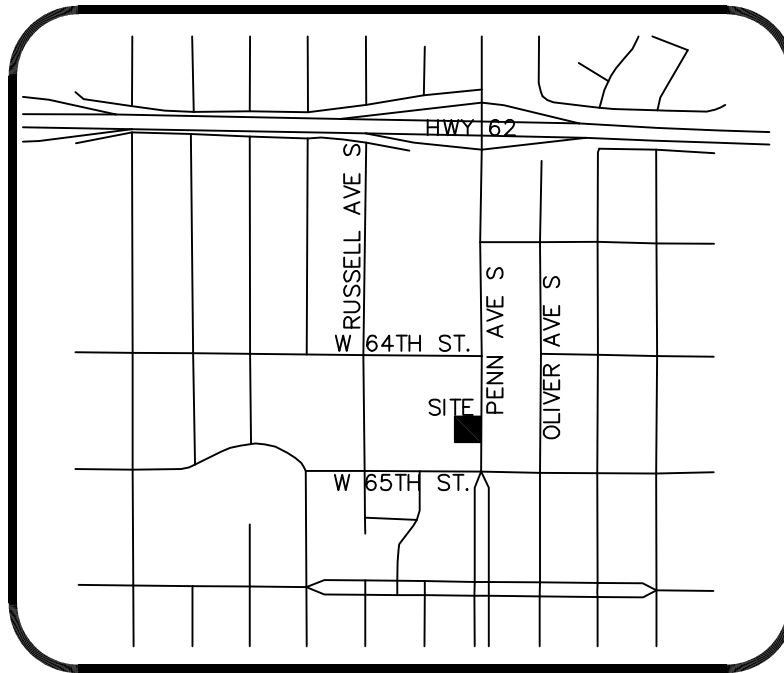
Utility Notes

NO UNDERGROUND UTILITIES HAVE BEEN LOCATED AS PART OF THIS SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. PLEASE CONTACT GOPHER STATE ONE CALL TO HAVE THE UNDERGROUND UTILITIES PHYSICALLY LOCATED ON THE GROUND.

FLOOD NOTE: By graphic plotting only, this property was found to be located within Flood Zone(s) X of the Flood Insurance Rate Map, Community Panel No. 2705300368F, which bears an effective date of 11/04/2016, and is not in a Special Flood Hazard Area. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or an application for a variance from the Federal Emergency Management Agency.

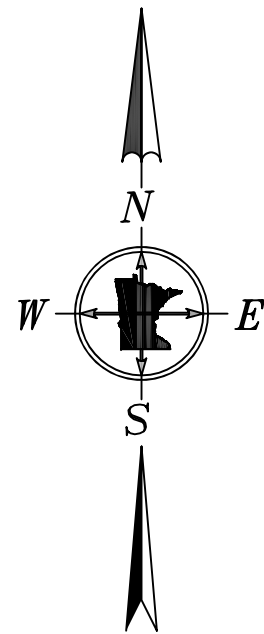
Surveyor's Notes

- At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observed evidence of substantial areas of refuse.
- At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- Property has direct physical access to Penn Ave S being a publicly dedicated and maintained Right-of-Way.
- Based on observed evidence only the site does not contain any cemeteries or burial grounds.
- Orientation of this bearing system is based on the Hennepin County Coordinate System NAD83 2011adj.
- Subsurface buildings, improvements and/or Environmental issues may exist on site that we were not made aware of and therefore were not examined or considered during the process of this survey.
- Adjoining ownership information shown hereon was obtained from the Hennepin County Parcel Information website. Ownership information is subject to revision upon receipt of a title search by a title insurance company.
- All statements within the certification, and other references located elsewhere here on, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitude's, and encroachments, are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.
- This survey meets or exceeds the survey standards/standards of care as set forth in section 3 of the 2021 ALTA/NSPS survey requirements.
- Building areas shown hereon are to the footprint of the building only.
- There is a possible airgap between the two buildings that was closed off with brick on the east and west side and covered with a rubber membrane on the roof. This assumption is based on the extension of the subject property building and the adjoining property building and their 2nd story wall limits. This possible airgap could also only be in the area of the 2 story portion of the building.



Vicinity Map

(Not to Scale)



GRAPHIC SCALE

0 10 20 40
(IN FEET)

Significant Observations

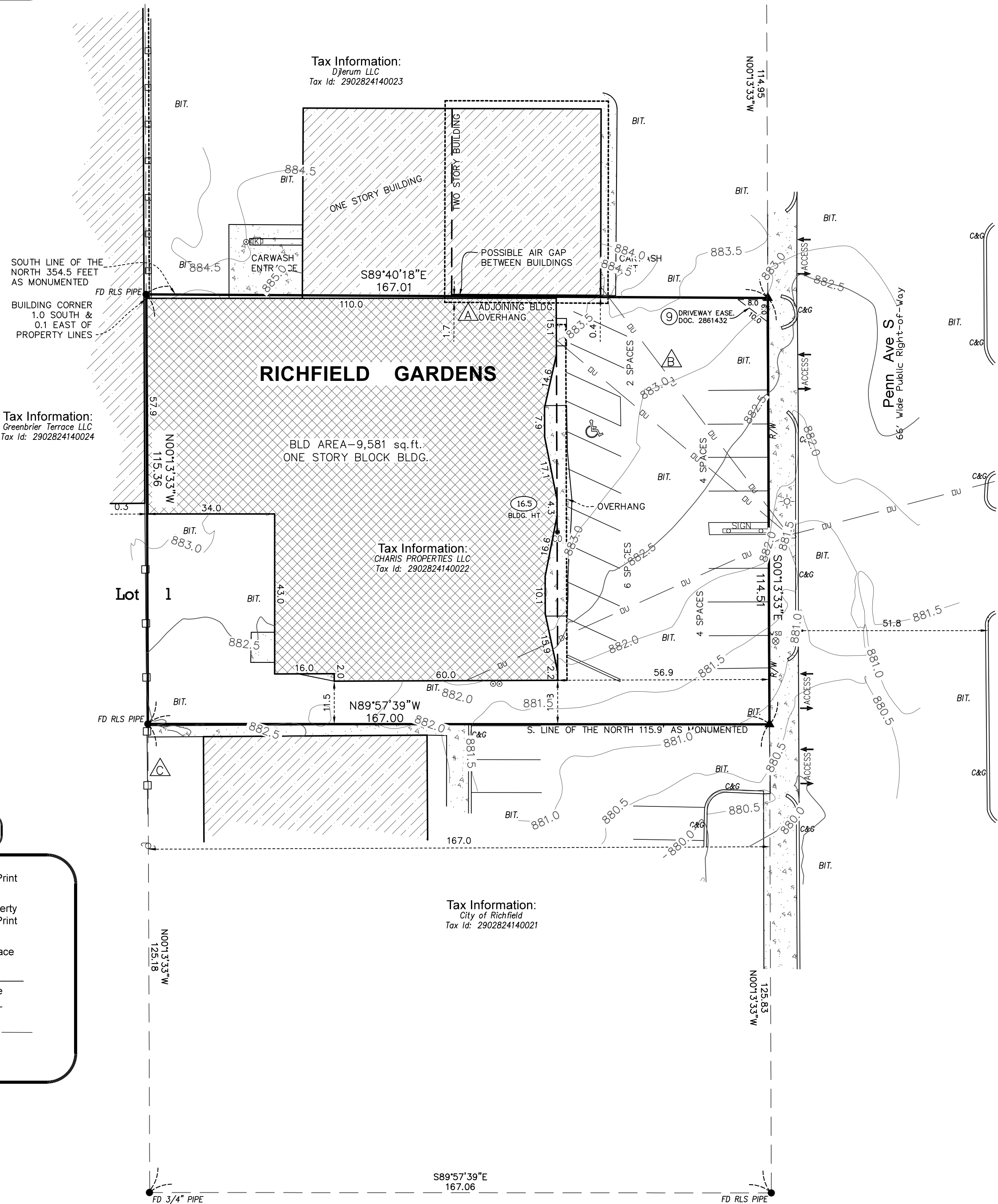
- THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS DEED LINES. THIS IS NOT A STATEMENT OF OWNERSHIP OR POSSESSION.
- ADJOINING PROPERTY TO THE NORTH 2ND STORY OVERHANG FALLS UP TO 1.7 FEET ON TO SUBJECT PROPERTY.
 - OVERHEAD UTILITY LINE RUNNING NORTHWESTERLY ACROSS SUBJECT PROPERTY TO ADJOINING PROPERTY FROM THE POWER POLE IN THE RIGHT OF WAY WITHOUT THE BENEFIT OF AN EASEMENT.
 - SINGLE WIRE APPEARS TO BE COMMUNICATION LINE FOR SUBJECT PROPERTY CROSS FROM POWER POLE ON PROPERTY TO THE SOUTH WITHOUT THE BENEFIT OF AN EASEMENT.

Zoning Information

ZONING INFORMATION NOT PROVIDED BY THE CLIENT AT TIME OF SURVEY.

Standard Legend

- | | | | |
|------|----------------------------|------------------------|--|
| BIT. | Bituminous Surface | [Hatched Box] | Building Foot Print |
| C&G | Curb & Gutter | [Diagonal Hatched Box] | Adjoining Property Building Foot Print |
| ☀ | Light Pole | [Solid Box] | Concrete Surface |
| WSD | Water Shut-Off / Curb Stop | [Box with 'A'] | |
| ■ | Communications Pedestal | [Box with 'A'] | |
| ● | Bollard Post | [Box with 'A'] | |
| Ⓚ | Key Pad | [Box with 'A'] | |
| Ⓚ | Utility Pole | [Box with 'A'] | |
| ● | Found Iron Pipe | [Box with 'A'] | |
| ▲ | Found P.K. Nail | [Box with 'A'] | |
| | | [Box with 'A'] | Wood Panel Fence |
| | | [Box with 'A'] | Guard Rails |
| | | [Box with 'A'] | Overhead Line |



PARKING SPACE TABLE

| TYPE | SPACES PROVIDED |
|--------------------------|-----------------|
| STANDARD | 16 |
| HANDICAP | 1 |
| TOTAL SPACES - 17 SPACES | |

MSP COMMERCIAL

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are the property of the Consultant and shall be used only for the instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used, in whole or in part, on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any and all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

PROFESSIONAL SIGNATURE

QUALITY CONTROL

C2-1

EXISTING PARKING
TOTAL STALLS = 17
(INCLUDES 1 ADA PARKING STALL)

REQUIRED PARKING
TOTAL STALLS = 25
(INCLUDES 10% TRANSIT REDUCTION)

PROPOSED PARKING
TOTAL STALLS = 26
(INCLUDES 1 ADA PARKING STALL)
(INCLUDES CREDIT FOR 4 ADDITIONAL
BICYCLE PARKING SPACES)

SOUTH LINE OF THE
NORTH 354.5 FEET
AS MONUMENTED

BUILDING CORNER
1.0 SOUTH &
0.1 EAST OF
PROPERTY LINES

Tax Information:
Greenbrier Terrace LLC
Tax Id: 2902824140024

RICHFIELD GARDENS

BIKE PARKING - 4 STALLS
TWO (2) HITCH BIKE POSTS

BLD AREA-9,581 sq.ft.
ONE STORY BLOCK BLDG

BIKE PARKING - 4 STALLS
HANGING ON WALL

RAISED PLANTER
BOX-TYP.

EXISTING SIDEWALK

Tax Information:
 CHARIS PROPERTIES LLC
 Tax Id: 2902824140022

FRONT DOOR -

EXIT ONLY
SIGNAGE AND
STRIPING

PERENNIAL
LANDSCAPE
BUFFER
($< 3.5'$ HIGH)

CONCRETE CURB
STOP - TYP.

CONCRETE

— 12' SIGN SETBACK

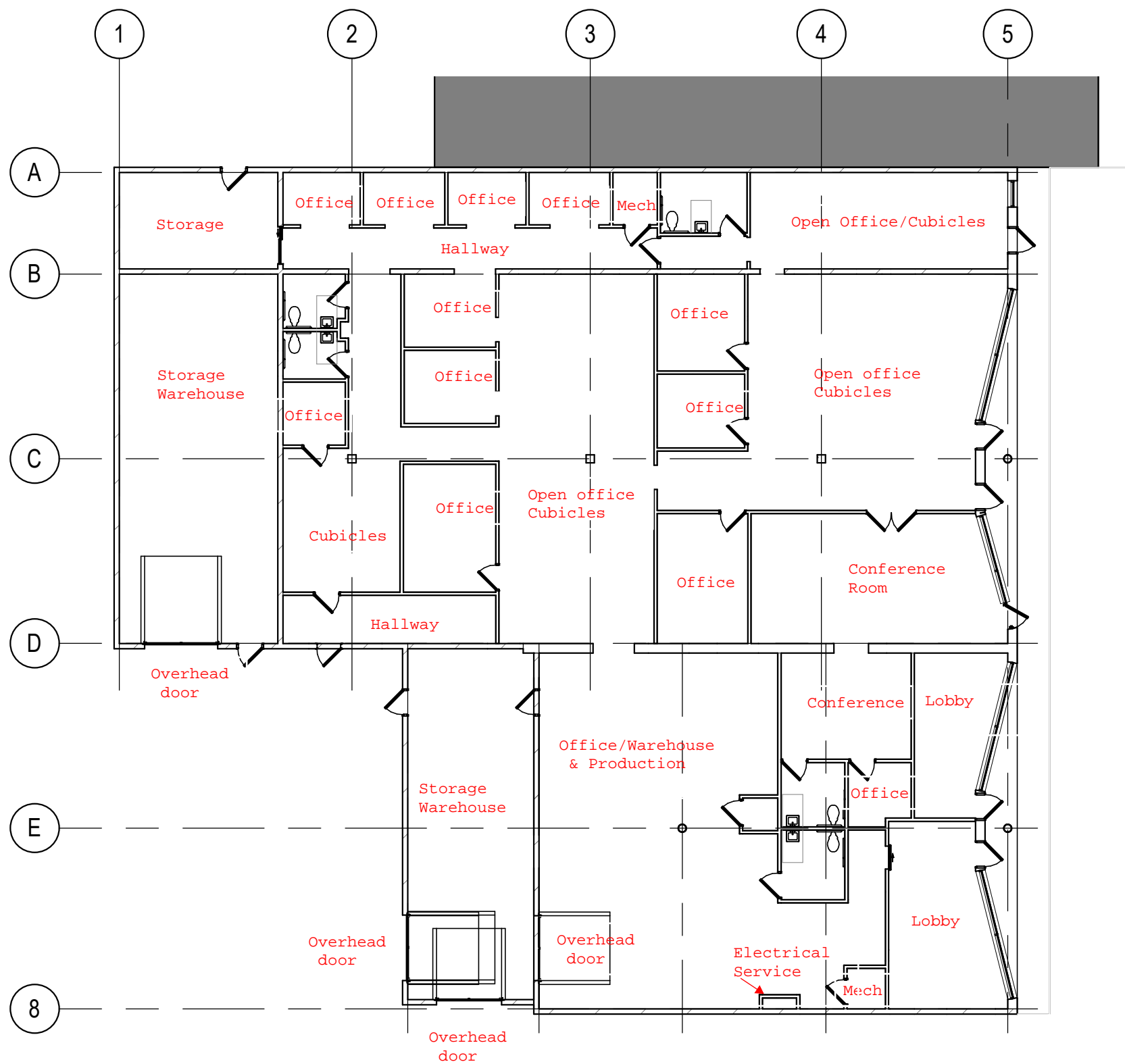
— R.O.W CURB CUT

— CONCRETE

—RELOCATED SIGN

Print

Plotted: 12 / 20 / 2022 10:5 AM W:\2022\22660\CADD DATA\CIVIL\22660-MASTER



1
M6

FIRST LEVEL EXISTING PLAN

1/16" = 1'-0"





LEGEND

- OFFICE
- STORAGE

| | |
|--------------------|------|
| BUILDING FOOTPRINT | 9581 |
| INTERIOR SF | 9301 |
| INTERIOR OFFICE SF | 8210 |
| STORAGE SF | 1091 |

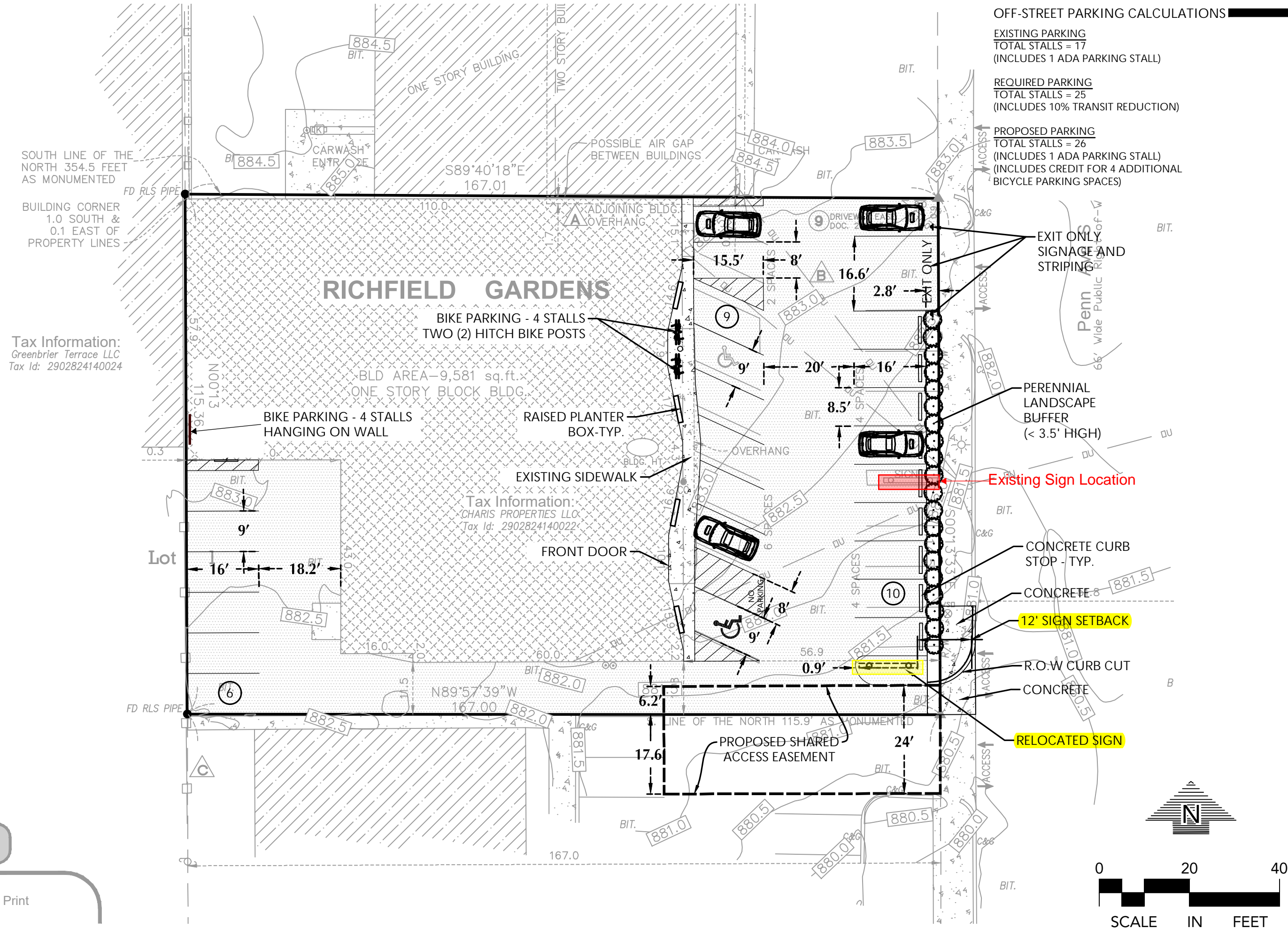
- CURRENT MSP EMPLOYEE'S 14
- SPACE DESIGNED TO ACCOMMODATE 22 EMPLOYEES.

FLOOR PLAN



Plotted: 12/20/2022 10:55 AM W:\2022\22660\CADD DATA\GIVILC22660-MASTER

Print



OFF-STREET PARKING CALCULATIONS

EXISTING PARKING
TOTAL STALLS = 17
(INCLUDES 1 ADA PARKING STALL)

REQUIRED PARKING
TOTAL STALLS = 25
(INCLUDES 10% TRANSIT REDUCTION)

PROPOSED PARKING
TOTAL STALLS = 26
(INCLUDES 1 ADA PARKING STALL)
(INCLUDES CREDIT FOR 4 ADDITIONAL BICYCLE PARKING SPACES)

MSP
COMMERCIAL
OFFICE

RICHFIELD, MN

MSP COMMERCIAL

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval of the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

PROFESSIONAL SIGNATURE

QUALITY CONTROL

SITE PLAN
C2-1

6346 Penn Avenue
Sign Relocation
Variance Request.

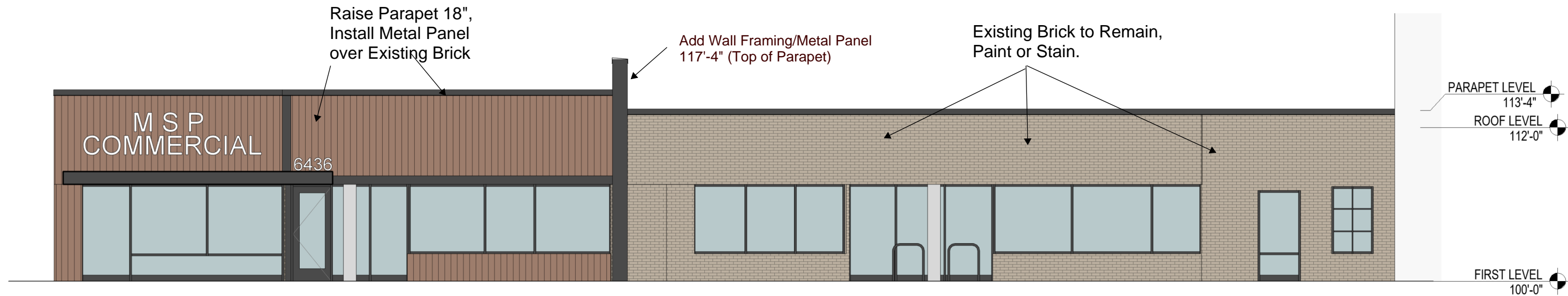


Existing Sign

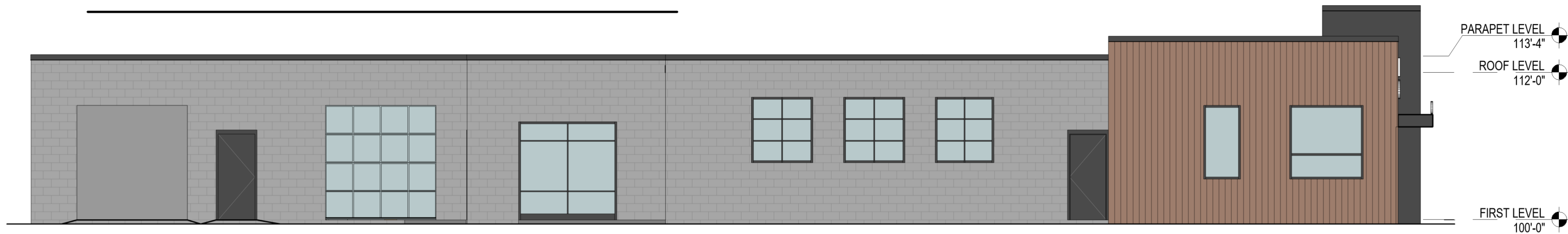
- Existing upper sign Cabinet 104SF
- Existing lower sign Cabinet 34SF
- Current Height 22'
- Current Setback from Curb 9'
- Reuse upper sign cabinet with new signage.
- Repaint steel post and cabinet.

Proposed Sign Location

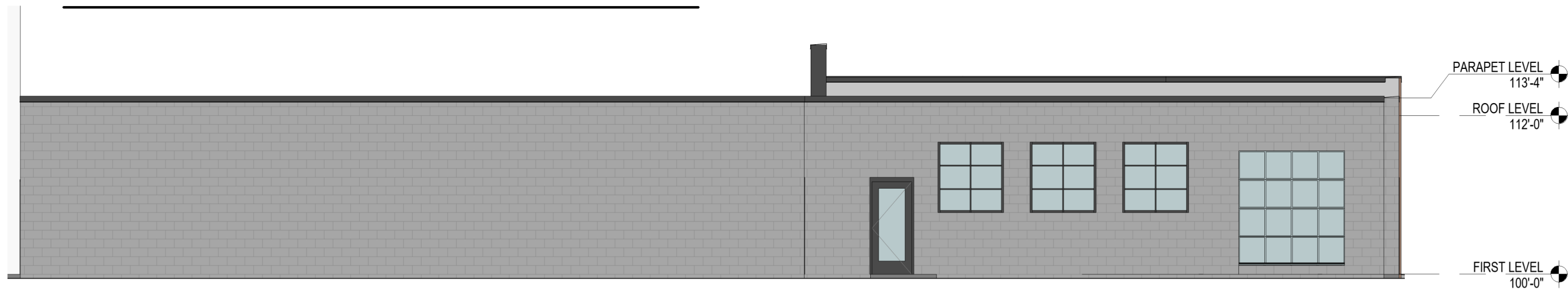
- See Included Site plan located to the south.
- Set back to 12' from curb
- Provides better clearance between power pole and existing sign for sidewalk clearance.



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



NW PERSPECTIVE



SE PERSPECTIVE

Existing East Elevation 6436 Penn Avenue

- Remove existing fabric Awning
- Raise parapet and wall framing feature at south end and center of the building to provide some variation to parapet heights and provide additional screening for RTU's.
- Mill/Repave parking lot surfaces.





CITY COUNCIL MEETING

2/14/2023

REPORT PREPARED BY: Jamie Haefner, HR Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Sack Thongvanh, Acting City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution modifying the Health Care Savings Plan for Police Sergeants, Teamsters #320, bargaining unit employees.

EXECUTIVE SUMMARY:

In 2001, the Minnesota legislature granted authority to the Minnesota State Retirement System (MSRS) to offer a post-employment Health Care Savings Plan (HCSP) to eligible employees of the State of Minnesota and other governmental subdivisions. A post-employment HCSP is an employer-sponsored program that allows employees to save money to pay towards medical expenses and/or health insurance premiums after termination of employment. Employees are able to choose among different investment options provided by the State Board of Investment. Assets contributed into the program are tax-free, accumulate tax free, and if used for medical expenses, remain tax-free.

The Police Sergeants (Teamsters #320) bargaining unit employee group has agreed upon a modification to its plan that modifies the severance amount. Under state statute, modifications to HCSP's cannot be made more often than once every two years. The last modification to the Management HCSP was in 2016.

Staff recommends amending the Post Employment Health Care Savings Plan for Police Sergeants, Teamsters #320 bargaining unit employees.

RECOMMENDED ACTION:

By motion: Adopt a resolution modifying a Health Care Savings Plan for eligible Police Sergeants, Teamsters #320 bargaining unit employees.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Legal authority to establish a HCSP is provided through Minn. Stat. 352.98 and Internal Revenue Service rulings. The establishment of each plan, including contribution formulae, must be negotiated when dealing with a collective bargaining unit or personnel policy where non-union employees are involved. Once established, the plan must be filed with MSRS to initiate or modify the plan.
- Participation for each individual employee within a bargaining unit or employee group is

mandatory once the plan is established for that respective group. Moreover, the amounts contributed for or by each employee in a particular group must be the same for every employee of the group; however, contributed amounts between employee groups will vary.

- A Health Care Savings Plan was established by the City Council for the Police Sergeants, Teamsters #320 on October 30, 2016. Under state statute, plan modifications may be made no more frequently than once every two years.

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

- Minnesota Statutes have been amended to provide the opportunity for a very valuable benefit to City employees. The City of Richfield has offered this benefit to employee groups that are interested in such a mandatory plan.
- Approval of the resolution by the City Council will provide the City authority to proceed with this modified program for the Police Sergeants, Teamsters #320 bargaining unit employees. Plan modifications can be made every two years.

C. CRITICAL TIMING ISSUES:

- There is no time critical issue pertaining to the timing of this modification; however, the majority of Police Sergeants, Teamsters #320 bargaining unit employees have expressed a desire to implement the modified program, so it should be pursued at the City's earliest opportunity.
- After City approval, this plan must be submitted to MSRS for filing and final implementation. MSRS has already provided preliminary approval for the change in the plan language.

D. FINANCIAL IMPACT:

- There is no cost to the City in this version of the plan since the City makes no contribution. In fact, there is a cost savings to the City in that wages and severance pay that the employee contributes to the Health Care Savings plan are not subject to Social Security or Medicare contributions.
- The plan provides a great tax savings to the participating employees and provides a tax mechanism to fund post-employment medical costs.

E. LEGAL CONSIDERATION:

- There is legal authority for this plan in Minnesota Statutes and IRS Code.
- The plan modification has been sent to the State for review and has received informal approval.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve this plan modification. In that case, the current plan would remain in effect; however, this decision contradicts the wishes of the majority of this employee group.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

| Description | Type |
|-------------------------|-------------------|
| □ Resolution | Resolution Letter |
| □ Police Sergeants HCSP | Backup Material |

RESOLUTION NO.

**RESOLUTION ESTABLISHING AN UPDATED AMENDED POST EMPLOYMENT
HEALTH CARE SAVINGS PLAN FOR POLICE SERGEANTS EMPLOYEES
(TEAMSTERS #320)**

WHEREAS, Laws of Minnesota 2001, chapter 352.98, authorizes the Minnesota State Retirement System (MSRS) to offer a Post Employment Health Care Savings Plan (Plan) program to state employees, as well as, other governmental subdivisions, and

WHEREAS, the Internal Revenue Service Code provides for such Plans, and

WHEREAS, the City of Richfield currently offers such a Plan to eligible City employees as a tax free method for employees to set aside money to cover the ever increasing costs of health insurance and medical costs after termination of public employment, and

WHEREAS, such plans must be established by employee group, either through a collective bargaining agreement for union employees or a personnel policy for employees not covered by a collective bargaining agreement, and

WHEREAS, modification to the provisions of an established Plan for the Police Sergeants, Teamsters #320, employee group have been agreed to by the Police Sergeants, Teamsters #320 employee group and the City of Richfield, and

WHEREAS, the proposed plan is a net savings to the City of Richfield and a benefit to the individual employees covered by the plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richfield hereby authorizes the City Manager to amend the Health Care Savings Plan for the Police Sergeants, Teamsters #320 group of employees in the City of Richfield.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of February 2023.

Mary Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk

Police Supervisors Post Employment Health Care Savings Plan

Memorandum of Agreement Between

The City of Richfield & Teamsters 320 - Sergeants

Approved by: Richfield City Council on February 14, 2023

Effective Date: February 14, 2023

Plan Purpose

The **City of Richfield** and the **Police Sergeants (Teamsters 320)** bargaining unit are interested in establishing a means for eligible employees to participate in a mandatory program to help defray some of the costs of post employment health related expenses, including health insurance premiums using pre-tax dollars. Participation in the Post Employment Health Care Savings Plan, administered by the Minnesota State Retirement System (MSRS), is intended to provide an opportunity to accomplish that goal.

Post Employment Health Care Savings Plan

A Post Employment Health Care Savings Plan (HCSP) is an Employer-sponsored program that allows eligible employees to:

- 1) defer payment of a portion of unused vacation and personal leave as a severance payment at the time of termination to pay for eligible health insurance premiums and/or health expenses after separation from City service, and
- 2) defer a portion of an Employees' bi-weekly salary for deposit into their HCSP for the payment of qualified healthcare related expenses after separation from City service.

Employees will be able to choose among several different investment options provided by the Minnesota State Board of Investment. Under the Plan, amounts contributed into the HCSP are tax-free and not subject to FICA contributions. Assets in the HCSP will accumulate tax-free and since payouts are used for qualifying medical expenses, they will also remain tax-free.

Eligibility to Participate

Participation in the **Police Sergeants HCSP** is mandatory for all employees that meet the following requirements:

1. The Employee must be a member of the Richfield Police Sergeant Bargaining Unit at the time of termination of employment, and
2. The Employee must have been continuously employed by the City of Richfield for at least 1 year.

Contribution Formula

Mandatory participation in the **Police Sergeants HCSP** shall be in accordance with, and limited to the following formulas for contributions:

I. Bi-weekly Contribution

1. An eligible Employee must contribute **\$100 per pay period** to the Employee's account in the **Police Sergeants HCSP**. Such contributions shall not exceed \$100 per pay period.

II. Severance Contribution

1. ~~Severance shall be paid in cash to the employee for all accumulated but unused **Personal Leave, Vacation Leave, Holiday Leave, and Compensatory Time**. Severance based on all accumulated but unused **Personal Leave, Vacation Leave, Holiday Leave and Compensatory Time** hours shall be paid based on years of employment to the Employee's account in the **Police Sergeants HCSP**.~~
 - a. Employees with less than 15 years of employment shall be paid as cash.
 - b. Employees with 15 years or more of employment shall be paid as credit to the Employee's account in the **Police Sergeants HCSP**.
2. All severance payments based upon Personal, Vacation, Holiday, and Compensatory Leaves are calculated as described above, by multiplying the number of hours by the applicable rate of pay upon termination.

All severance payments based upon Personal, Vacation, Holiday Leaves and Compensatory Time are calculated by multiplying the number of hours by the applicable rate of pay upon termination.

Contributions authorized under this Plan shall continue until such time as this memorandum is amended or repealed by the City of Richfield and Teamsters 320 - Sergeants.

Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid to the employee's estate.

HCSP Administration

The HCSP is authorized under the Internal Revenue Code and is administered by the Minnesota State Retirement System.

FOR THE CITY OF RICHFIELD:

City Manager

Assistant City Manager/HR Manager

For TEAMSTERS 320 – POLICE SERGEANTS:

Union Representative



STAFF REPORT NO. 24
CITY COUNCIL MEETING
2/14/2023

REPORT PREPARED BY: Sam Crosby, Planner II; Nellie Jerome, Planner I

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
2/6/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Sack Thongvanh, Acting City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution granting an extension of land use approvals for a planned unit development at 101 - 66th Street East.

EXECUTIVE SUMMARY:

In January 2022, North Bay Companies (Applicant) received Council approval for a mixed-use building that included 80 residential units and approximately 2,685 square feet of commercial space within a five-story building to be constructed at 101 - 66th Street East. Due to the current economic climate, the Applicant is requesting an extension for these land use approvals, which typically expire after one year. The Applicant has made progress on the project through multiple building permit submittals and reviews, as well work to prepare for demolition (for which a permit has been issued). If an extension is not granted, the Applicant would be required to begin the land use approval process anew.

Staff continues to support the proposed development as an investment that capitalizes on the major investment made along 66th Street and the production of needed housing in our community.

RECOMMENDED ACTION:

By motion: Recommend approval of an extension of land use approvals for a planned unit development at 101 - 66th Street East.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In June 2018, the City Council approved a Comprehensive Plan amendment to guide the property for Mixed Use and approved final development plans for a three-story, 31-unit project with 6,000 square feet of ground floor retail space to be developed by PLH & Associates.
- After several project delays, the City Council approved revised development plans for a Mixed-Use building with approximately 1,800 square feet of ground floor commercial space and 42 apartments in October of 2020.
- In May of 2021 the site was sold to North Bay Companies, and PLH's approvals expired later that October.
- In June 2021, North Bay Companies presented a new development proposal at a joint work session of the City Council, Planning Commission, and Housing and Redevelopment Authority.

The concept plans consisted of a 75-unit, six-story residential building and single-story commercial building of approximately 3,200 square feet.

- In January 2022, the City Council approved revised final development plans for a Mixed-Use building that included 80 residential units and approximately 2,685 square feet of commercial space within a five-story building.

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

- The term of City approvals is one year. If a project for which approvals have been granted is not substantially underway within one year, the Applicant must request an extension from the City Council.
- The City Council may grant an extension of up to one year.
- If the extension is not granted, the Applicant would have to begin the land use approval process anew.
- Land use policies for the property and area have not changed since the approval of the development, and it continues to meet adopted goals and policies.

C. CRITICAL TIMING ISSUES:

- The land use approvals for this project expired on January 11, 2023.
- If an extension is granted, substantial work would need to begin on the project by January 11, 2024.

D. FINANCIAL IMPACT:

The required processing fee has been paid.

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

Deny the request, citing substantial changes in policy or context that would warrant a full re-review of the proposal.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Garret Duncan, North Bay Development

ATTACHMENTS:

| Description | Type |
|---|-------------------|
| □ Resolution | Resolution Letter |
| □ Applicant Request for Extension | Backup Material |
| □ 2022 Resolution #11931 (project approval) | Backup Material |
| □ Project Graphics | Backup Material |
| □ Zoning Map | Backup Material |

RESOLUTION NO.

**RESOLUTION GRANTING A TIME EXTENSION FOR
A FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
AT 101 - 66TH STREET EAST**

WHEREAS, by Resolution No. 11931, adopted on January 11, 2022, the city Council approved a final development plan and conditional use permit for a planned unit development to allow construction of a a five-story mixed-use building (80 units and approximately 2,685 square feet of commercial) on the parcel of land located at 101 - 66th Street East ("subject property"), legally described as follows:

Lots 7 and 8 except the south 50 feet of the west half of Lot 8, Goodspeed's First Plat, Hennepin County, Minnesota

WHEREAS, Subsection 547.09, Subdivision 9 of the Richfield City Code requires that substantial construction be completed within one year of approval, unless the applicant requests and is granted an extension; and

WHEREAS, City staff has received a request from North Bay Companies (the "Applicant") for a one year extension of the land use approvals; and

WHEREAS, No significant changes have transpired in the immediate area that would provide cause for the Council to re-analyze the original request; and

WHEREAS, City staff has considered the effects of the proposed time extension in regards to the Comprehensive Plan as well as the health, safety and welfare of the community and its and foresees no adverse impacts; and

WHEREAS, due the market slow down, as described in the applicant's request, the City Council wishes to grant the additional time requested;

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

1. The City Council extends the approvals granted by Resolution No. 11931 for a period of 365 days from January 11, 2023.
2. The deadline for "substantial construction" is hereby extended to no later than January 11, 2024.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of February 2023.

Mary B. Supple, Mayor

ATTEST:

Chris Swanson, Acting City Clerk



Request for Approval Extension

To Whom it May Concern,

The city approvals for the project at the address 101 East 66th St. which was approved on January 11th, 2022, has expired and we, 101 E 66th St LLC, are writing to request a reinstatement and time extension of the approvals. Specifically, the resolution number 11931. Due to the current economic climate and rising interest rates, moving forward with the approved project has been difficult. We submitted a building permit application in July 2022, have answered city staffs questions, and anticipate issuance of the permit in the near future. We are confident, that with an extension, we will able to start the construction of the project this year. Please accept this letter as our request for an extension to the approval expiration date.

Thank you,

101 E 66th St LLC

A handwritten signature in black ink, appearing to read 'Daniel D. Ohyll', written over a horizontal line.

Signature

1-25-2023

Date

RESOLUTION NO. 11931

**RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
AT 101 66TH STREET EAST**

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to allow a five-story mixed-use building on the parcel of land located at 101 66th Street East ("subject property"), legally described as follows:

Lots 7 and 8 except the south 50 feet of the west half of Lot 8, Goodspeed's First Plat, Hennepin County, Minnesota

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its December 13, 2021 meeting, and a motion recommending approval of the final development plan and conditional use permit failed on a 3-3 vote; Therefore, the Planning Commission did not provide a recommendation on the application; and

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property on November 30, 2021 and published in the Sun Current newspaper on December 2, 2021; and

WHEREAS, the final development plan and conditional use permit meet those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No. 10; and

WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No. 10; and

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved for a mixed-use development as described in City Council Report No. 10, on the Subject Property legally described above.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:

- The developer shall cooperative with the owner of 112 E 66th Street to mitigate any reduction in the solar power generation capacity by shading of the building.
- A continuous fence six feet in height shall be constructed along the property line bordering 6616 Stevens Ave S, with the consent and cooperation of the owners of 6616 Stevens. Existing shrubs shall be replaced with similar on the subject property.
- Permitted uses shall include those uses permitted in the Mixed-Use Neighborhood District, except convenience stores. Additionally, the following uses from the Mixed-Use Community District are permitted: offices/clinics, health/athletic clubs, spas, yoga studios and class III restaurants without drive-thru/drive-in service.
- With the consent and cooperation of the property owner at 6615 Stevens Avenue, the developer shall install plantings on the property or boulevard area to mitigate headlight impacts. A boulevard feature permit from Richfield Public Works is required before planting on public right-of-way.
- The existing wood fence abutting the property at 6613 1st Avenue shall be replaced with new fence pickets/panels. Existing fence posts may be reused.
- Final landscaping plans must be approved by the Community Development Department prior to installation.
- If a restaurant tenant is installed, odor control systems are required to mitigate cooking odors in accordance with City Code Subsection 544.27.
- Commercial doors facing 66th Street and 1st Avenue shall not be locked during business hours.
- Signage on the south and east building facades shall not be lit between the hours of 10:00 p.m. and 6:00 a.m., except any signage related to underground parking or resident entry. Large-scale wall or projecting signage shall not be used on the south or east elevation.
- Final details for bicycle parking stalls for internal and external shall be submitted prior to issuance of a building permit.
- All parking spaces shall remain available year round.
- Sidewalks must be installed to the south property line along both 1st and Stevens Avenues; and must comply with City Standards and Specifications.
- All new utility service must be underground.
- All utilities must be grouped away from public right-of-way and screened from public view in accordance with Ordinance requirements in manner consistent with the submitted landscaping plan.
- The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
- The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated November 18, 2021 and compliance with all other City and State regulations.
- Separate sign permits are required.
- A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.

- Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
 - Final stormwater management plan must be approved by the Public Works Director. Infiltration not allowed in high-vulnerability wellhead protection area.
 - As-builts or \$7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.
 - The Public Works Department will monitor traffic counts and patterns following completion of the development.
4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.
5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of January 2022.


Maria Regan Gonzalez, Mayor

ATTEST:



Kari Sinning, City Clerk



101 E 66TH ST. RICHFIELD , MINNESOTA

PROJECT NARRATIVE

The proposed apartment building is located on 66th St E between 1st Ave S and Stevens Ave in Richfield, MN. The site is currently zoned PMU – Planned Mixed Use with a planned land use of Mixed Use according to the Richfield 2040 Comprehensive Plan. The development team is using the Mixed Use- Neighborhood (MU-N) guidelines as a basis for design for the proposed project. The lot is currently vacant, and the existing 2 story building would be demolished to allow for new construction. The proposed 5 story mixed-use residential project includes 80 new units (studios, 1BR, & 2BR distributed over floors 1-5), below grade parking and a surface lot at the rear. A commercial space of ~ 2,800 is located at the west side of the building on Level 1. The building provides ample amenity space for the residents at Level 1 and Level 5. The resident common space includes community rooms, bike storage with maintenance equipment, fitness, and a furnished roof deck. 81 enclosed parking spaces are located below ground and 37 spaces would be located at the surface parking lots on the south side of the property. A ramp to the below grade parking is located on Stevens Ave, and the entry to the surface parking would occur on 1st Ave S. Large setbacks from the street and the residences to the south, allow green space to be provided on the north, south and east side of the building. Inclusionary Zoning Policy Section 3.iv allows a project to apply for a housing unit density bonus of 5-15%. The proposed 80 units would fit within this density bonus, a 9.63% increase. In addition, the project includes 20 units at

60% AMI or 25% of the units in addition to the 4 fully accessible units required by the code. This is 5 more affordable units being provided than would be included in a development of 75 units. If approved the project would break ground May of 2022 with an anticipated completion in May of 2023.

PROJECT RECAP

| | |
|-------------------------|---------------------|
| Current Primary Zoning: | PMU |
| Total Area | 45,511 (1.045acres) |

| | |
|--|------------|
| Total Building Footprint- 14,484 SF | 31% |
| Commercial Area - 2,804 | 6.16% |
| Impervious Site Area -21,794SF | 48.1% |
| Pervious Site Area - 8,863SF | 19.8% |

Building Area- 29,199SF- New Construction
*includes 14,715SF of parking
Parcels: 2702824420134

| | |
|-------------------|----|
| Unit Recap | |
| Studios | 36 |
| 1BR | 31 |
| 1BR+DEN | 1 |
| 2 BR | 11 |
| 3 BR | 1 |
| Total Units | 80 |

| | |
|------------------------|-------------------|
| Building Height | |
| Proposed | 5 Stories, 61'-0" |

| | |
|-----------------------|------------|
| Building Recap | |
| P1 | 27,741 GSF |
| L1 | 14,146 GSF |
| L2 | 13,295 GSF |
| L3 | 13,295 GSF |
| L4 | 13,295 GSF |
| L5 | 11,452 GSF |
| TOTAL | 92,989 GSF |

| | |
|----------------|------------|
| Parking | |
| 80 units | 100 Stalls |

| | |
|-----------------------------------|-----------|
| Commercial uses, required parking | |
| Office | 10 Stalls |
| Retail | 14 Stalls |
| Restaurant | 26 Stalls |

Total parking stalls provided 118

| | |
|----------------------------|-----------|
| With 10% Transit Reduction | |
| 80 Units | 90 Stalls |

| | |
|-----------------------------------|-----------|
| Commercial uses, required parking | |
| Office | 9 Stalls |
| Retail | 13 Stalls |
| Restaurant | 24 Stalls |

**Total required (with highest potential use) = 114
Provided = 118**

| | |
|-------------------------|---------------------------|
| Bike Parking | |
| Required | 80 |
| Provided | 107 |
| 27/4 (1per 4 reduction) | 6 parking stall reduction |



PLANNING & ZONING
APPLICATION
RESUBMISSION
12.30.2021

**101 E 66th St.
Apartments**
101 E 66th St.
Richfield, Minnesota
21-024.00

COMMUNITY BENEFITS

Enhancing Local Business

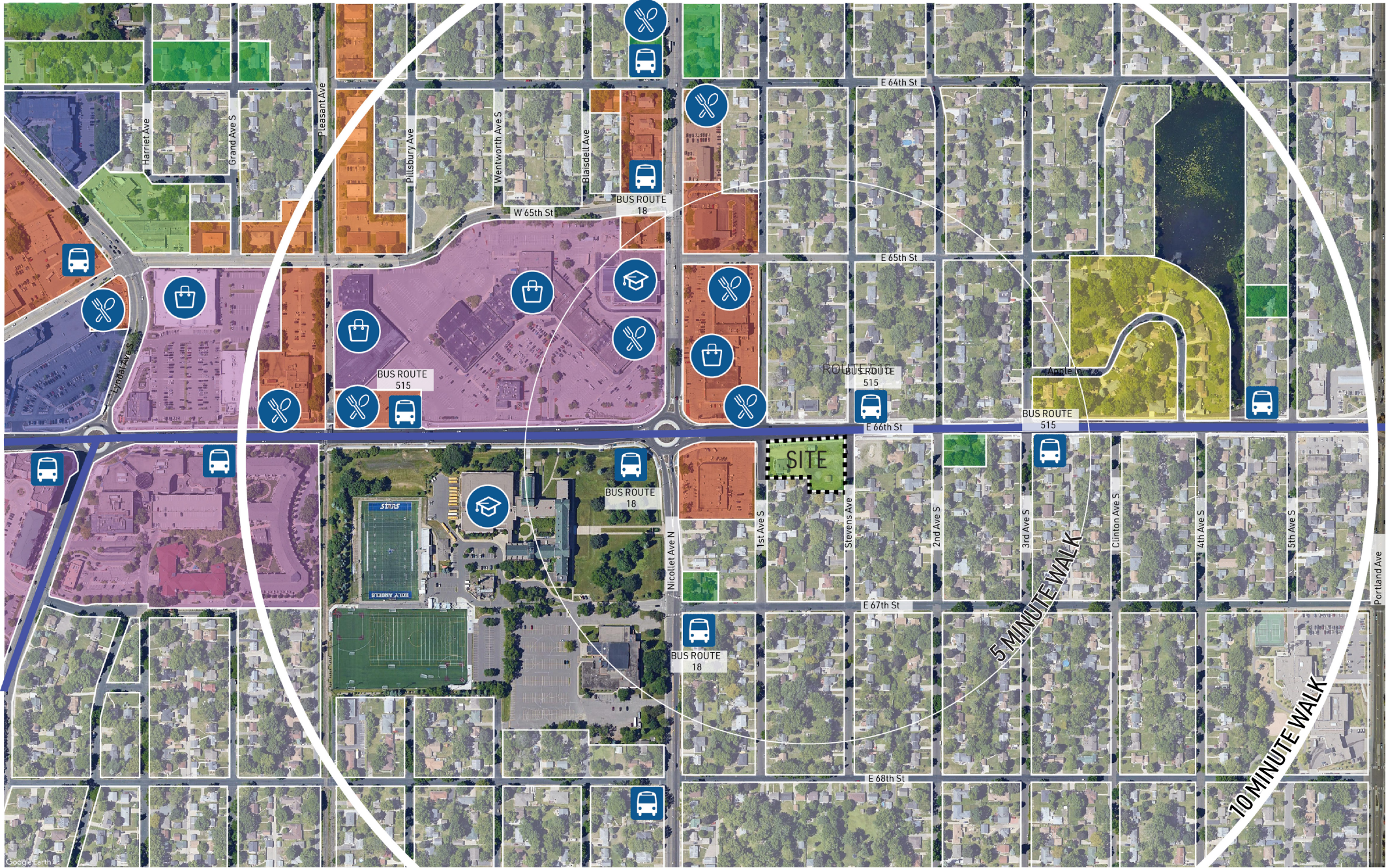
- North Bay is committed to providing a compelling and appropriately scaled retail space that will enhance and complement the adjacent commercial district.
- Parking for the commercial space is provided directly behind the building adjacent to the commercial district to minimize impact on the residential neighborhood.

Affordability/ Accessibility

- 25% of units reserved for 60% AMI.
- Affordable units to be distributed proportionally throughout the building.
- ADA ("type A") units scattered through out building.

- 4 Fully accessible units to be provided.
- Designed to be solar ready
- Stormwater retention system
- EV Charging Stations provided
- High efficiency water heaters
- Organics Recycling
- Programmable Thermostats
- Low-flow dual flush toilets
- Occupancy Sensors in common areas
- LED Lights
- Energy Star Appliances
- Participation in the Energy Design Assistance program

Sustainable Design



| | |
|------|----------------------------|
| PC-2 | PLANNED GENERAL COMMERCIAL |
| C-2 | GENERAL COMMERCIAL |
| C-1 | COMMUNITY COMMERCIAL |
| MR2 | MULTIFAMILY |
| MR1 | TWO-FAMILY |
| R1 | LOW DENSITY SINGLE FAMILY |
| PMR | PLANNED MULTIFAMILY |
| PMU | PLANNED MIX USE |
| R1 | SINGLE FAMILY |



DJR
ARCHITECTURE



PLANNING & ZONING
APPLICATION
RESUBMISSION

12.30.2021

**101 E 66th St.
Apartments**

101 E 66th St.
Richfield, Minnesota

21-024.00

Site Plan

A9.0



RENDERING FROM NE



DJR
ARCHITECTURE



PLANNING & ZONING
APPLICATION
RESUBMISSION

12.30.2021

101 E 66th St.
Apartments

101 E 66th St.
Richfield, Minnesota

21-024.00

Rendering

A17.0



RENDERING FROM SE



DJR
ARCHITECTURE



PLANNING & ZONING
APPLICATION
RESUBMISSION

12.30.2021

101 E 66th St.
Apartments

101 E 66th St.
Richfield, Minnesota

21-024.00

Rendering

A18.0



RENDERING AT STREET LEVEL



DJR
ARCHITECTURE



PLANNING & ZONING
APPLICATION
RESUBMISSION

12.30.2021

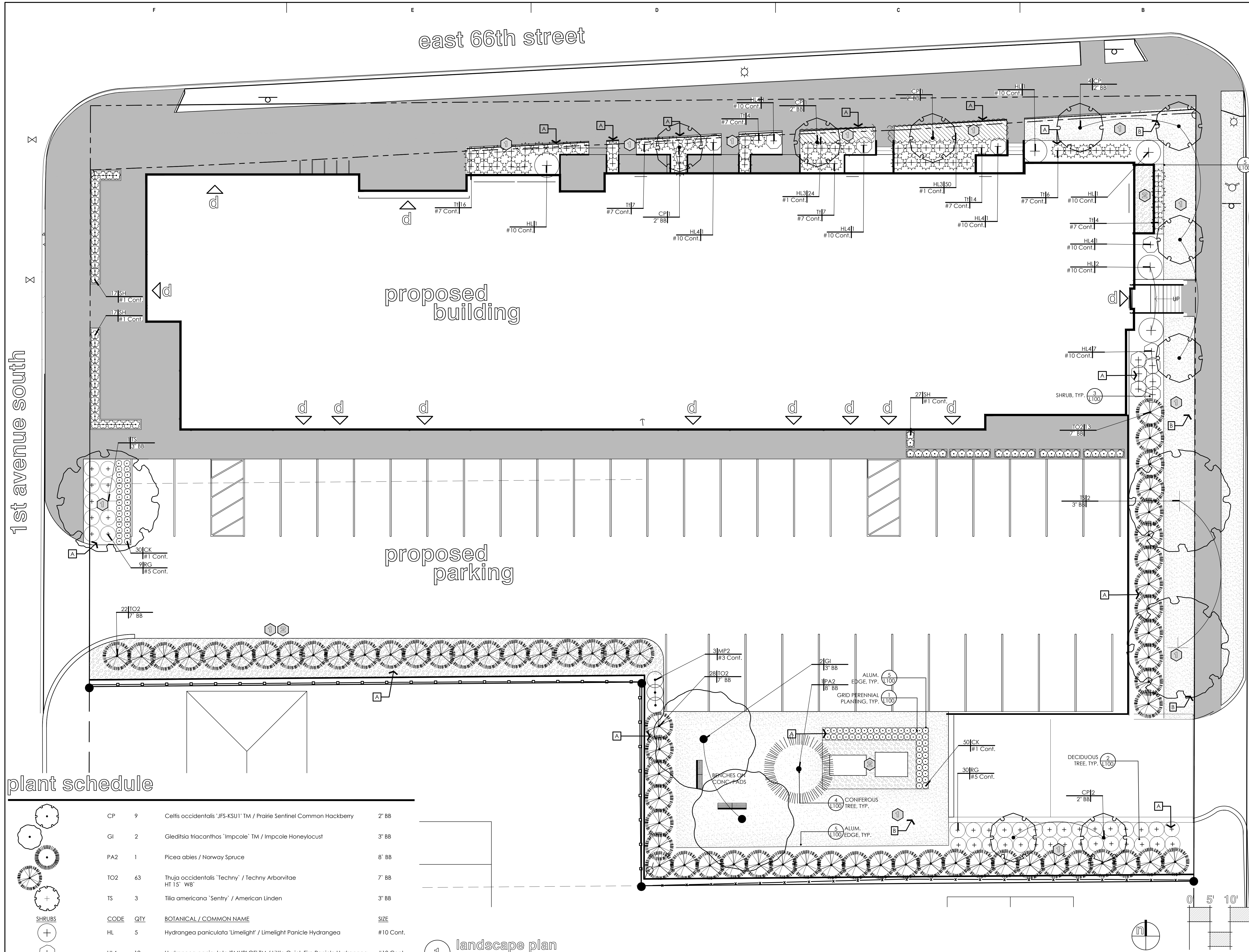
101 E 66th St.
Apartments

101 E 66th St.
Richfield, Minnesota

21-024.00

Rendering

A19.2



plant schedule

| | | | |
|---------------------------|----------|--|-----------|
| CP | 9 | Celtis occidentalis 'JFS-KSU1' TM / Prairie Sentinel Common Hackberry | 2' BB |
| GI | 2 | Gleditsia triacanthos 'Impcole' TM / Impcole Honeylocust | 3' BB |
| PA2 | 1 | Picea abies / Norway Spruce | 8' BB |
| TO2 | 63 | Thuja occidentalis 'Techny' / Techny Arborvitae HT 15' W8' | 7' BB |
| TS | 3 | Tilia americana 'Sentry' / American Linden | 3' BB |
| SHRUBS | | | |
| HL | 5 | Hydrangea paniculata 'Limelight' / Limelight Panicle Hydrangea | #10 Cont. |
| HL4 | 12 | Hydrangea paniculata 'SMHPLQF' TM / Little Quick Fire Panicle Hydrangea | #10 Cont. |
| RG | 39 | Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac | #5 Cont. |
| TI | 57 | Taxus x media 'Tauntoni' / Tauntoni Yew | #7 Cont. |
| ANNUALS/PERENNIALS | | | |
| CK | 80 | Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass HT 36" W 18" | #1 Cont. |
| MP2 | 3 | Miscanthus sinensis 'Purpureus' / Flame Grass | #3 Cont. |
| SH | 61 | Sporobolus heterolepis / Prairie Dropseed | #1 Cont. |
| SHRUB AREAS | | | |
| HL3 | 74 | Hosta lancifolia / Narrow Leaved Hosta | #1 Cont. |
| GROUND COVERS | | | |
| PP | 3,952 sf | Poa pratensis / Kentucky Bluegrass | sod |

1 landscape plan

soils notes

- ALL PLANTING BEDS SHALL RECEIVE 6" PULVERIZED LOAM TOPSOIL BORROW MN DOT SPEC. 3877-2B ENHANCE WITH AGED AND SCREEN COMPOST
- ALL SODDED (LAWN) AREA SHALL RECEIVE 4" MIN. COMMON TOPSOIL BORROW MN DOT SPEC. 3877-1A

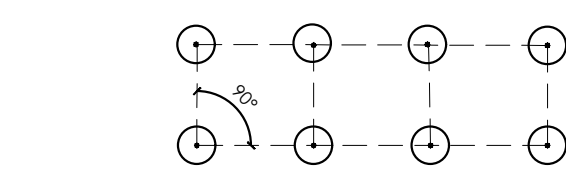
key notes

- IRRIGATION: PROVIDE IRRIGATION FOR SOD AND PLANTING AREAS WITHIN THE PROJECT BOUNDARIES FOR 100 % COVERAGE. REFER TO DESIGN BUILD IRRIGATION SPECIFICATION. PROVIDE SHOP DRAWING FOR IRRIGATION SYSTEM INCLUDING HEAD LAYOUT, SPACING, TYPE, BACKFLOW PREVENTER LOCATIONS, POINT OF CONNECTION, SLEEVES, CONTROLLER, VALVE BOX LOCATIONS, ZONE INDICATIONS AND PIPE SIZING. PROVIDE ON-SITE OPERATION TUTORIAL FOR OWNER AND INCLUDE ALL MANUALS AND INFORMATION ON THE SYSTEM
- PROVIDE INSTALL 1 1/2" TRAP ROCK MULCH TO A 4" DEPTH ON NON WOVEN LANDSCAPE FABRIC

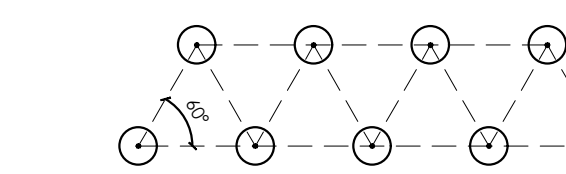
planting notes

- CONFIRM ALL QUANTITIES, SHAPES AND LOCATIONS OF BEDS, AND ADJUST AS REQUIRED TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT.
- LOCATE ALL UTILITIES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH NEW CONSTRUCTION.
- ALL PLANTING BEDS SHALL RECEIVE 6" MIN. OF PLANTING SOIL. REFER TO SOIL NOTES FOR PLANTING SOIL MIX REQUIREMENTS.
- ALL SOD AREAS SHALL RECEIVE 4" OF TOP SOIL. REFER TO SOIL NOTES FOR TOP SOIL MIX REQUIREMENTS.
- ALL PLANTING AREAS SHALL RECEIVE HARDWOOD SHREDED MULCH APPLIED TO 3" DEPTH WITH PELLET WEED PREVENTER UNDER ALL MULCH BEDS UNLESS INDICATED AS OTHER MULCH ON PLANS.
- THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL SOD/TURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
- THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES.
- THE CONTRACTOR SHALL KEEP PAVEMENTS, FIXTURES AND BUILDINGS CLEAN AND UNSTAINED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE PROJECT SITE SHALL BE KEPT CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. MULCH, PLANTING SOIL AND OTHER MISCELLANEOUS PLANTING COMPONENTS SHALL BE CONSIDERED INCIDENTAL TO THE RELATED PLAN. VERIFY ALL QUANTITIES.
- CONTRACTOR IS RESPONSIBLE FOR WATERING AND ALL PLANT CARE UNTIL FINAL ACCEPTANCE BY THE OWNER.
- PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF PLANTINGS IS COMPLETE. INSPECTION HAS BEEN MADE AND PLANTING IS ACCEPTED EXCLUSIVE OF THE GUARANTEE.
- MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AND PROPER GRADE, AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
- WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK AND SOD EVERY OTHER DAY UNTIL ACCEPTANCE BY THE OWNER. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

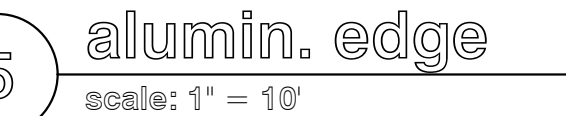
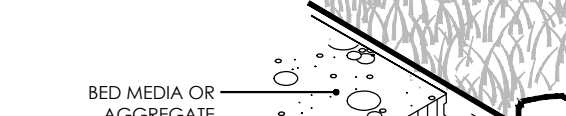
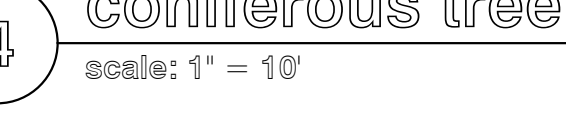
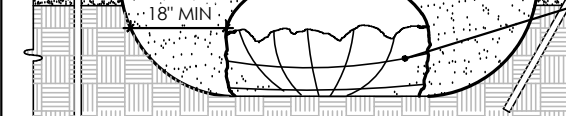
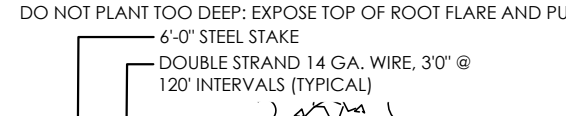
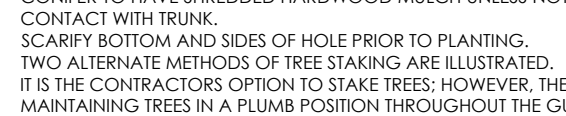
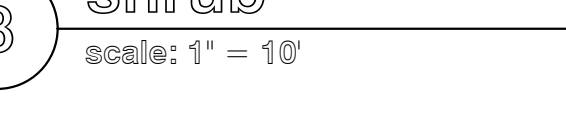
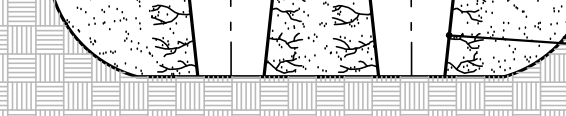
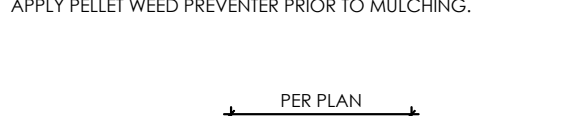
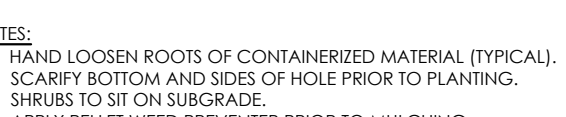
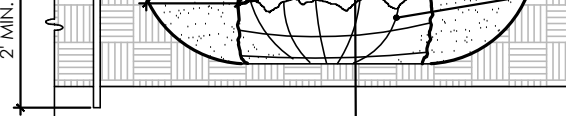
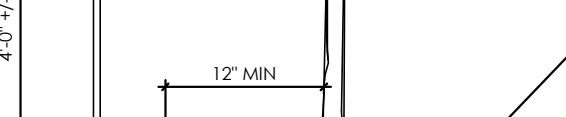
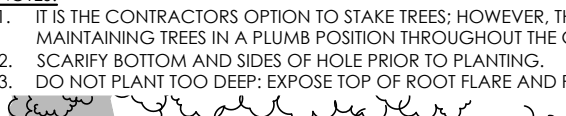
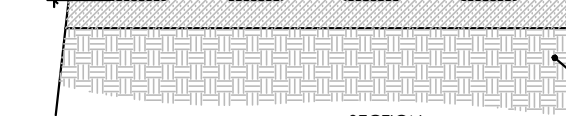
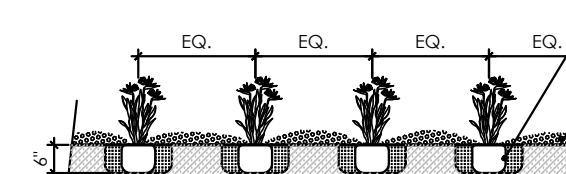
TYPICAL GRID SPACING



TYPICAL OFFSET SPACING



NOTE SPACING PER PLAN

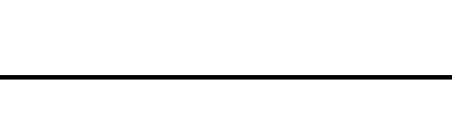
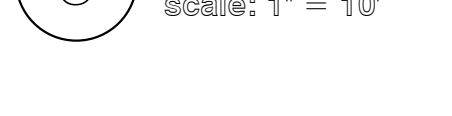
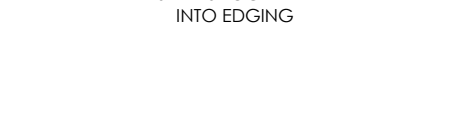
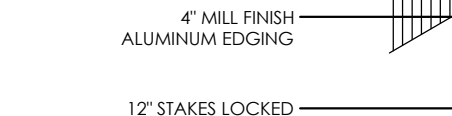
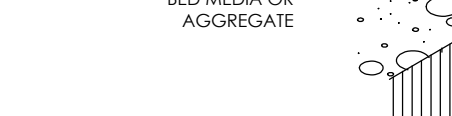
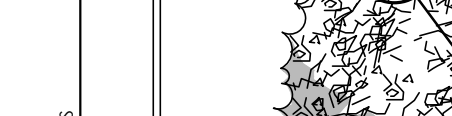
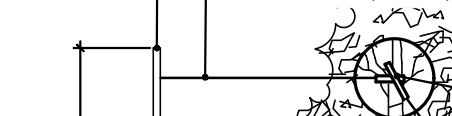
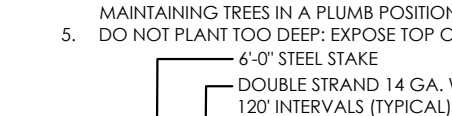
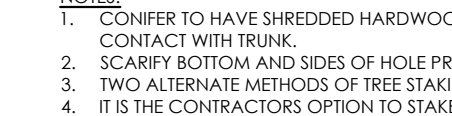
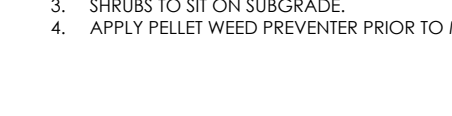
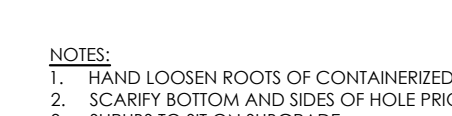
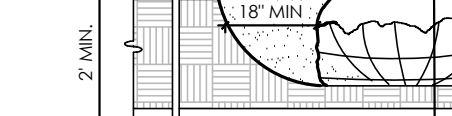
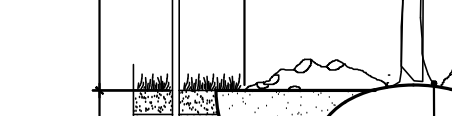
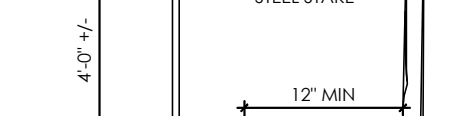
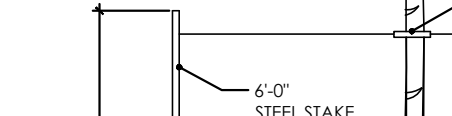


1 perennial

scale: nts

NOTES:

- IT IS THE CONTRACTOR'S OPTION TO STAKE TREES. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
- SCAFFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
- DO NOT PLANT TOO DEEP. EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.

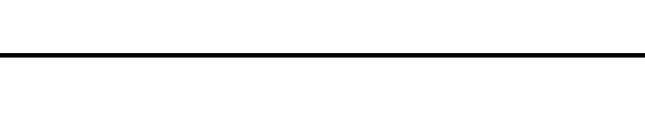
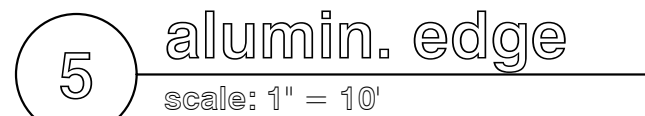
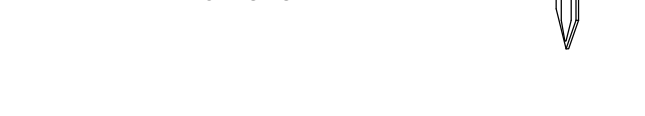
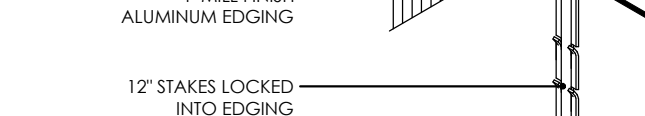
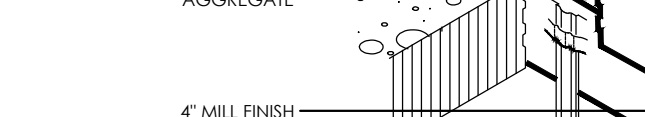
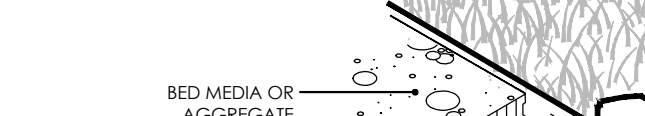
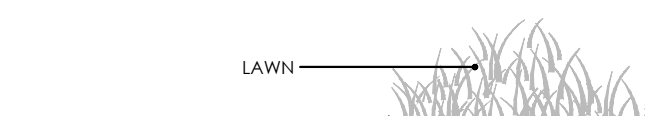
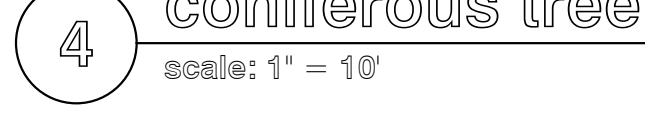
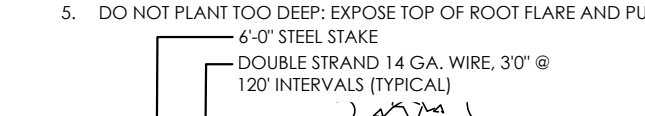
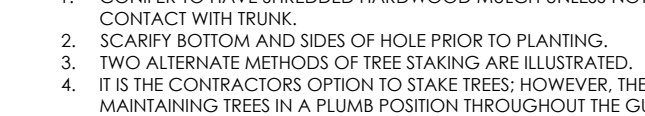
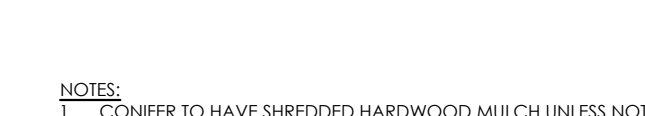
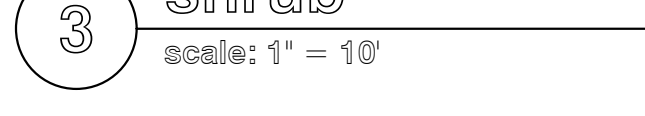


2 deciduous tree

scale: nts

NOTES:

- HAND LOOSEN ROOTS OF CONTAINERED MATERIAL (TYPICAL).
- SCAFFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
- SHRUBS TO SIT ON SUBGRADE.
- APPLY PELLET WEED PREVENTER PRIOR TO MULCHING.

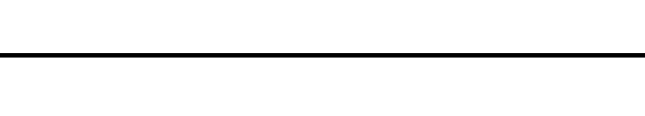
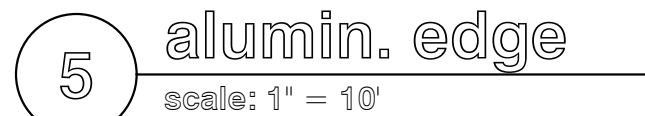
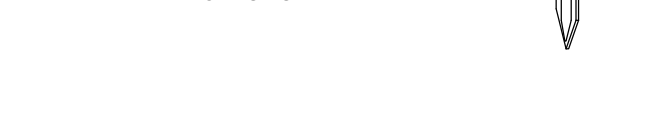
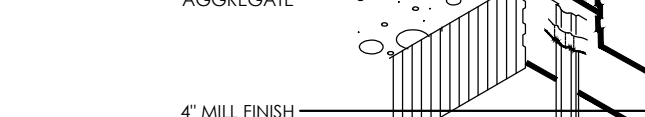
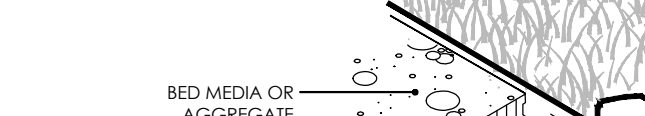
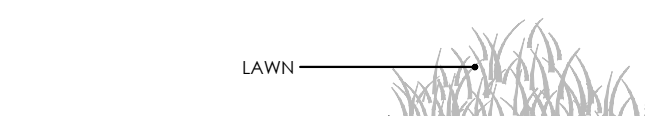
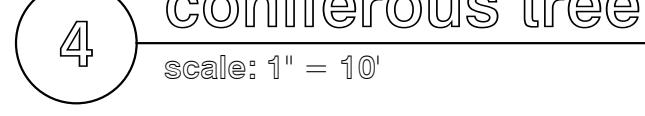
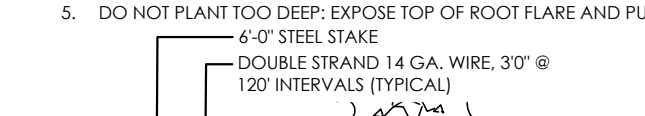


3 shrub

scale: 1" = 10'

NOTES:

- CONTAINER TO HAVE SHREDED HARDWOOD MULCH UNLESS NOTED OTHERWISE. NO MULCH TO BE IN CONTACT WITH TRUNK.
- SCAFFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
- TWO ALTERNATE METHODS OF TREE STAKING ARE ILLUSTRATED.
- IT IS THE CONTRACTOR'S OPTION TO STAKE TREES. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
- DO NOT PLANT TOO DEEP. EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.

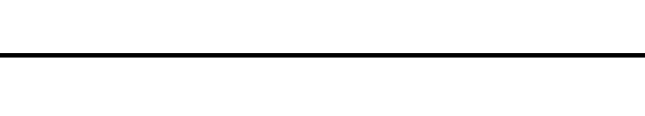
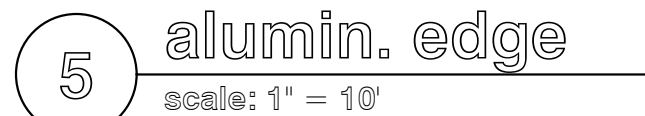
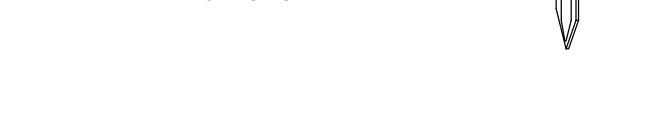
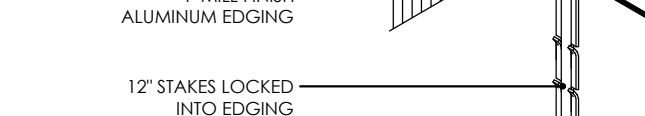
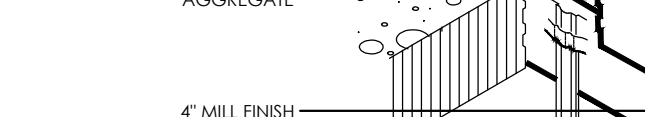
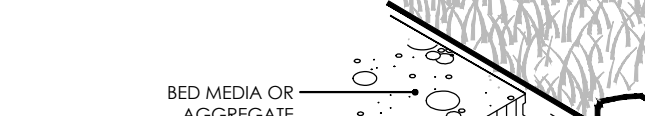


4 coniferous tree

scale: 1" = 10'

NOTES:

- CONTAINER TO HAVE SHREDED HARDWOOD MULCH UNLESS NOTED OTHERWISE. NO MULCH TO BE IN CONTACT WITH TRUNK.
- SCAFFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
- TWO ALTERNATE METHODS OF TREE STAKING ARE ILLUSTRATED.
- IT IS THE CONTRACTOR'S OPTION TO STAKE TREES. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
- DO NOT PLANT TOO DEEP. EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.



5 alumin. edge

scale: 1" = 10'

NOTES:

- 4" MILL FRESH ALUMINUM EDGING
- 12" STAKES LOCKED INTO EDGING





STAFF REPORT NO. 27
CITY COUNCIL MEETING
2/14/2023

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/6/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Sack Thongvanh, Acting City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the bid tabulation and award a contract to Davey Resource Group for the Sheridan Pond Maintenance Project Phase 2 in the amount of \$94,128.99 and authorize the City Manager to approve contract changes up to \$25,000 without further City Council consideration.

EXECUTIVE SUMMARY:

Richfield Public Works Stormwater Utility division initiated this project to improve the functional nature of the pond as well as to enhance the adjacent terrestrial area.

Phase 1 included dredging and re-shaping of the basin and storm sewer installation and Phase 2 will include the vegetative improvements including seed, plugs, and trees. Phase 1 commenced in November 2022 and Phase 2 will begin in Spring 2023.

Existing invasive plant species will be aggressively managed as part of the overall project. This effort included the removal of ~90 trees greater than 8" in diameter (primarily ash) to open tree canopy for ground cover establishment.

Planting of a diversity of pollinator plant species, including tree and shrub species, is at the core of Phase 2 of the project.

RECOMMENDED ACTION:

By motion: Approve the bid tabulation and award a contract to Davey Resource Group for the Sheridan Pond Maintenance Project Phase 2 in the amount of \$94,128.99 and authorize the City Manager to approve contract changes up to \$25,000 without further City Council consideration.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Sheridan Pond is part of the City's stormwater treatment system.
- Runoff carrying sediment is deposited in treatment ponds. Over time the sediment builds up and needs to be removed as part of regular maintenance.
- This two-phase project will be the first significant dredging and ground cover renewal effort at Sheridan Pond in at least thirty years.

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

- Performing stormwater pond maintenance fulfills requirements set forth in the City's Municipal Separate Storm Sewer System (MS4) permit and Stormwater Pollution Prevention Plan (SWPPP).
- Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder.
- While this particular contract is well below the \$175,000 purchasing threshold, staff is seeking City Council approval because bids were solicited through the formal competitive bidding process.

C. CRITICAL TIMING ISSUES:

Award of the contract at the February 14, 2023 City Council meeting will provide the contractor with sufficient time to prepare for mobilization and the start of work as soon as the Spring thaw allows.

D. FINANCIAL IMPACT:

- Four bids were opened and read aloud at the bid opening on January 17, 2023, ranging from \$94,128.99 to \$117,373.80.
- Funding for the Sheridan Pond Maintenance Project was included in the 2022 Revised/2023 Proposed budget and is funded through stormwater user fees.
- The engineer's estimate for Phase 2 was \$101,325.00.

E. LEGAL CONSIDERATION:

- The bid opening held on January 17, 2023 was in accordance with legal requirements.
- The ad for bid was published on December 22, 2022 in the Sun Current.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

| Description | | Type |
|-------------|---------|---------|
| ▢ | Bid Tab | Exhibit |

CITY OF RICHFIELD, MINNESOTA

Bid Opening
January 17, 2023
10:00 a.m.

Sheridan Park Vegetation Improvements Project
Bid No. 22-07

Pursuant to requirements of Resolution No. 1015, there was a meeting of Administrative Staff, and it was stated that the purpose of the meeting was to receive; open and read aloud bids for the Sheridan Park Vegetation Improvements Project, as advertised in the official newspaper on December 22, 2022.

Present: Chris Swanson, Acting City Clerk/Management Analyst
Kelly Wynn, Administrative Assistant
Mattias Oddsson, Water Resources Engineer
Scott Kulzer, Administrative Aide/Analyst
Jill Lundquist, Barr Engineering
Brendan Dougherty, Barr Engineering
Josh Phillips, Barr Engineering

The following bids were submitted and read aloud:

| Bidder's Name | ADA Certificate | Bond | Non-Collusion | Intent to Comply | Responsible Contractor Certificate | Total Base Bid |
|-----------------------------|-----------------|----------|---------------|------------------|------------------------------------|----------------|
| Davey Resource Group | Provided | Provided | Provided | Provided | Provided | \$94,128.99 |
| MNL, Inc. | Provided | Provided | Provided | Provided | Provided | \$94,252.50 |
| RES, LLC. | Provided | Provided | Provided | Provided | Provided | \$116,896.95 |
| Landbridge Ecological, Inc. | Provided | Provided | Provided | Provided | Provided | \$117,373.80 |

The City Clerk announced that the bids would be tabulated and considered at the February 14, 2023, City Council Meeting.



Chris Swanson, Acting City Clerk



STAFF REPORT NO. 28
CITY COUNCIL MEETING
2/14/2023

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/7/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Sack Thongvanh, Acting City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the bid tabulation and award a contract to Huot Construction and Services, Inc., for the Water Treatment Plant Roof Replacement Project in the amount of \$1,389,615.00 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

EXECUTIVE SUMMARY:

- The City's Water Treatment Plant has been programmed for a roof replacement project in 2023.
- The due diligence and engineering design for the project was completed in 2022.
- The roof is more than 20 years old and is exhibiting signs of wear and failure as it has reached the end of its expected lifespan.
- Over the past few seasons, efforts have been undertaken by City staff to "spot repair" those sections that have failed in an attempt to avoid a full roof replacement. The spot repair approach is no longer feasible or economically appropriate as the roofing material is too greatly impaired.
- The heating and cooling rooftop units are also being replaced with this project as each has reached the end of their respective lifespans.
- Combining the roof replacement and heating and cooling projects provides for a more seamless and high-value approach to the overall building improvement project.

RECOMMENDED ACTION:

By motion: Approve the bid tabulation and award a contract to Huot Construction and Services, Inc., for the Water Treatment Plant Roof Replacement Project in the amount of \$1,389,615.00 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Richfield Water Treatment Plant was constructed in the early 1960s.
- The plant saw a previous roof replacement effort in 2002.
- Recently, significant impairment of the roofing material has been observed. The impairment is severe enough that it warrants a full roof replacement.
- Leaks in the roof have also occurred these past few seasons which has interrupted the treatment

process.

- The expected lifespan of this new roof is approximately 25 years.

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

- Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder.
- This project is subject to the City's prevailing wage ordinance.

C. CRITICAL TIMING ISSUES:

Award of the contract at the February 14, 2023 City Council meeting will provide the contractor with sufficient time to prepare for mobilization and the start of work as soon as practicable.

D. FINANCIAL IMPACT:

- Two bids were opened and read aloud at the bid opening on January 26, 2023. Including Alternate #1, the bids ranged from \$1,389,615.00 to \$1,570,983.00.
- Funding for the Water Treatment Plant Roof Replacement Project was included in the 2022 Revised/2023 Proposed budget and is funded through utility user fees.
- The engineer's estimate for this project was \$1,100,000.00. The cost of the project is more than what was estimated last year due to general inflationary pressures and price volatility of the specific roof material. The roof materials required for a successful project are highly volatile to market conditions. Some programmed 2023 capital improvement projects will be moved to reallocate funding to complete this roof replacement project.

E. LEGAL CONSIDERATION:

- The bid opening held on January 26, 2023 was in accordance with legal requirements.
- The ad for bid was published on January 5, 2023 in the Sun Current.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

| Description | Type |
|-------------|---------|
| ▣ Bid Tab | Exhibit |

CITY OF RICHFIELD, MINNESOTA

Bid Opening
January 26, 2023
2:00 p.m.

Water Treatment Plant Roof Replacement
Bid No. 22-08

Pursuant to requirements of Resolution No. 1015, there was a meeting of Administrative Staff, and it was stated that the purpose of the meeting was to receive; open and read aloud bids for the Water Treatment Plant Roof Replacement Project, as advertised in the official newspaper on January 5, 2023.

Present: Chris Swanson, Acting City Clerk/Management Analyst
Sack Thongvanh, Assistant City Manager
Chad Donnelly, Assistant Utilities Superintendent
Mark Deady, Barr Engineering
Jill Lundquist, Barr Engineering

The following bids were submitted and read aloud:

| Bidder's Name | ADA Certificate | Bond | Non-Collusion | Intent to Comply | Responsible Contractor Certificate | Total Base Bid | Total Bid w/ Alternate #1 |
|--------------------------------------|-----------------|----------|---------------|------------------|------------------------------------|----------------|---------------------------|
| Huot Construction and Services, Inc. | Provided | Provided | Provided | Provided | Provided | \$1,371,015.00 | \$1,389,615.00 |
| LS Black Constructors | Provided | Provided | Provided | Provided | Provided | \$1,507,883.00 | \$1,570,983.00 |

The Acting City Clerk announced that the bids would be tabulated and considered at the February 14, 2023, City Council Meeting.



Chris Swanson, Acting City Clerk



STAFF REPORT NO. 25
CITY COUNCIL MEETING
2/14/2023

REPORT PREPARED BY: Joe Powers, City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Sack Thongvanh, Acting City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing the Mayor and City Manager to execute Master Utility Agreement No. 1051052 between the City of Richfield, the State of Minnesota Department of Transportation (MnDOT), and MnDOT's selected design-build contractor, which will govern the replacement, repair, and/or relocation of City-owned utilities as part of 494 Project 1.

EXECUTIVE SUMMARY:

Master Utility Agreement

The Master Utility Agreement establishes a framework that will govern work performed on City-owned utilities as part of 494 Project 1. Since the project is a design-build project, the extent of utility work is not yet finalized, and will be determined throughout the project design; the Master Utility Agreement allows MnDOT to execute the design-build contract with the selected contractor and allows the City to participate in all utility design decisions throughout the project.

The Master Utility Agreement lays out a work order process for designing and performing utility work throughout the project and gives the City Engineer authority to approve work impacting City-owned utilities. The work order process establishes responsibilities for each party on a case-by-case basis for each instance of work (each individual work order). It is anticipated that work on this project will be primarily designed and performed by the design-build contractor, with approval from the City, and that City-owned utilities will remain under the ownership and maintenance obligations of the City after project completion.

Work on City-owned utilities being impacted by the project will be paid for by MnDOT, with the exception of impacted City-owned utilities within County right-of-way, per responsibilities outlined in Minnesota Administrative Rule 8810.3300; the anticipated cost to Richfield for this work is \$35,740, subject to final design and bid prices. The City may also request additional "betterment" work to City-owned utilities, and would be responsible for paying the costs associated with such work; staff do not anticipate requesting any betterment work at this time.

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 Manger to execute Master Utility Agreement No. 1051052 between the City of Richfield, the State of Minnesota Department of Transportation (MnDOT), and MnDOT's design-build contractor, which will govern the replacement, repair, and/or relocation of City-owned utilities as part of 494 Project 1.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

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

- Approval of this master utility agreement is in the best interests of the City 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 City Attorney and MnDOT's legal department are finalizing the agreement. Authorization to approve the future final agreement is being sought at this meeting so the agreement can be signed as soon as it is complete. All substantive matters in the agreement have been settled at this time.
- The public bid opening for design-build bidders was January 18, 2023.
- MnDOT will be awarding the design-build contract to C.S. McCrossan, who was the lowest responsible bidder.
- The Master Utility Agreement must be executed by the City prior to awarding the contract.
- 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 City cost is \$35,740 for adjustment/replacement of City-owned utilities (water and sanitary) located within Hennepin County right-of-way. This cost will be paid out of the appropriate water/sewer enterprise funds.

- 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 |
|----------------------------------|--------------------|
| ❑ Draft Master Utility Agreement | Contract/Agreement |
| ❑ Resolution | Resolution Letter |

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$35,740.00)

S.P. 2785-424 (T.H. 494)
Location: EB I-494 from East Bush Lake
Road to MN77; WB I-494 from MN 77 to I-
35W and NB I-35W to WB I-494 in the
Cities of Bloomington, Richfield and Edina
Utility Owner: City of Richfield
MnDOT Agreement Number 1051052

S.P. 2785-424 (T.H. 494)
DESIGN-BUILD PROJECT
MASTER UTILITY AGREEMENT WITH
THE CITY OF RICHFIELD

THIS MASTER UTILITY AGREEMENT (MUA) is made and entered into this ____ day of _____, 2022 among the State of Minnesota, acting through its Commissioner of Transportation, (MnDOT); the City of Richfield, acting through its City Council, and including all of its agents, contractors, and subcontractors (Utility Owner); and _____, a [joint venture] [_____] Corporation] [partnership], including all of its agents, contractors, and subcontractors (Contractor).

RECITALS

MnDOT has entered into a design-build contract (DB Contract) with the Contractor to design and construct State Project Number 2785-424 on Trunk Highway Number 494 (Project). The Project is located EB I-494 from East Bush Lake Road to MN77; WB I-494 from MN 77 to I-35W and NB I-35W to WB I-494 in the Cities of Bloomington, Richfield and Edina. The Project improves mobility, reconstructs I-35W/I-494 interchange and replacement of 5 bridges.

The Utility Owner owns and operates buried watermain, and buried sanitary sewers, their fixtures, and related equipment (Facilities) inside the limits of the Project. The Project is projected to cause changes to the Facilities. These changes may include relocation, In-Place/Out-of-Service Work, protection in place, removal, replacement, reinstallation, and/or modification of the Facilities. The Utility Owner has requested the State to include the requisite utility work in the DB Contract. The needed Utility changes are a result of the Project activities. . Doing so will likely eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the State may relocate the Utility Owner's Facilities as part of the Project on the trunk highway system. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to design and construct the relocation work as part of the Project.

MnDOT requires the Contractor to include the costs of performing this utility work in its proposal price for the DB Contract.

The Contractor will conduct all or a portion of the utility work pursuant to this MUA. The parties agree to ensure that the work is performed according to all applicable requirements. In order to minimize delays, uncertainties, risks, and additional Project costs, the parties must cooperate with each other to ensure that all necessary relocations of Facilities are performed and closely coordinated with the Contractor's work under the Project.

Because the Facilities are located on public Right of Way, the Utility Owner is not eligible for reimbursement of its relocation costs.

The Utility Owner will be responsible for all other costs, including Betterments. The Utility Owner will either perform this work or reimburse the Contractor for performing it.

State law requires a written agreement among the parties to set forth the terms and conditions for the design, construction, and payment of the relocation work.

I. Master Agreement

This MUA establishes a general framework for processing the Project Utility Work, whether the Contractor or the Utility Owner performs the work. The Utility Work to be performed will be set forth in detail in Work Orders issued under this MUA. Section VI describes the process for issuing Work Orders.

- A. *Definitions:* The definitions of the terms in Exhibit A apply when they are used in the MUA, unless the context clearly indicates otherwise.
- B. *Legal Authority:* The Utility Owner and the Contractor possess the legal authority to enter into this MUA and have taken all actions required by their procedures, by-laws, and/or applicable law to exercise that authority, lawfully authorize their undersigned signatories to execute this MUA, and to bind the Utility Owner and the Contractor to its terms. The Utility Owner will attach a Resolution, generally in the form in Exhibit F, to this MUA. Minnesota Statutes, sections 161.45 and 161.46 authorize MnDOT to enter into this MUA. The persons executing this MUA on behalf of the Utility Owner, MnDOT, and the Contractor have full authorization to do so.
- C. *Delegation to the Contractor:* MnDOT will perform the design and construction of the Project by means of a DB Contract with the Contractor that MnDOT has procured in compliance with Minnesota Statutes, sections 161.3410-161.3428. MnDOT's entry into this DB Contract may have an impact on the Project Utility Work, including, without limitation, matters relating to scheduling and coordination. MnDOT may delegate to the Contractor the duty to perform certain MnDOT obligations in lieu of MnDOT performing them. MnDOT will retain its obligations to pay the Utility Owner or the

Contractor, and to collect payment from the Utility Owner or Contractor, as applicable, for performing the required Utility Work.

- D. *Term:* This MUA is effective on the date MnDOT obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2. In no event will the term of this MUA exceed a duration of five years. No Work Order will survive the expiration of this MUA. This MUA will continue until the earlier of five years or when:
1. All of the Project Utility Work has been completed;
 2. MnDOT makes the final payment owed to the Utility Owner, if any; and
 3. The Utility Owner repays MnDOT for the Contractor's performance of any Utility Work for which the Utility Owner was responsible for the cost.
- E. *Cancellation:* MnDOT may terminate this MUA at any time, with or without cause, on 30 Calendar Days written notice to the Contractor and the Utility Owner. The termination of this MUA does not relieve the Utility Owner of any obligations under the Notice and Order.
1. *Cancellation Without Cause:* MnDOT may cancel this MUA at any time if it determines that doing so is in MnDOT's or the public's best interest. Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other material that the Utility Owner and the Contractor prepared under this MUA will become MnDOT's property at MnDOT's discretion. The Contractor and Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services.
 2. *Cancellation or Suspension for Insufficient Funding:* MnDOT may cancel or suspend this MUA if the Minnesota Legislature, or another funding source, does not provide sufficient funds to pay for the Utility Work. In the event of this termination or suspension, the Contractor and Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services to the extent funds are available.
 3. *Cancellation for Cause or Default:* If the Utility Owner or the Contractor fail to fulfill their obligations under this MUA in a timely and proper manner, or if either party otherwise breaches this MUA, MnDOT has the right to terminate this MUA for cause upon giving the Utility Owner and the Contractor written notice and a 30-Calendar-Day opportunity for the defaulting party to cure the default or show cause why the termination is inappropriate. Such termination will be at MnDOT's sole discretion and will not limit any other available remedy. Upon termination, all finished and unfinished documents, data,

studies, surveys, drawings, maps, models, photographs, reports, and other material that the Utility Owner and the Contractor prepared under this MUA will become MnDOT's property at MnDOT's discretion. The Contractor and Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services.

- a. Notwithstanding the above, the Utility Owner and the Contractor will not be relieved of liability to MnDOT for any damages MnDOT sustains due to any breach of this MUA. MnDOT may withhold any payment to the Utility Owner or the Contractor to mitigate its damages until the exact amount of damages due to MnDOT from the Utility Owner or the Contractor is determined.
 - b. If it is determined for any reason after cancellation that the Contractor or Utility Owner was not in default, or that the Utility Owner's or the Contractor's action or inaction was excusable, the cancellation will be treated as a cancellation without cause, and the rights and obligations of MnDOT and the Utility Owner or Contractor (as applicable) will be the same as if MnDOT had canceled the MUA without cause, as described in Article I.E.1.
- F. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), as it applies to any data received, collected, stored, or disseminated by a party to this MUA or the work performed under it. The Act provides for civil liability for failure to comply with its requirements.
- G. *Conflict:* In the event of a conflict between this MUA, its incorporated material, or its exhibits and attachments, the parties will resolve that conflict or inconsistency in favor of the most restrictive provision, as determined by MnDOT in its sole and reasonable discretion.

II. Technical Criteria/Standards/Requirements

- A. *Federal and State Requirements:* The Contractor and Utility Owner must comply with all applicable federal and State laws, rules, and regulations, including all environmental laws and regulations on the Project. The Contractor and the Utility Owner must require compliance with these laws and regulations in all subcontracts entered into under this MUA.
- B. *Standard Conditions:* The standards, procedures, and terms in this MUA, any subsequent Work Orders, and all MnDOT Utility Permits will govern the performance of the Utility Work and any related payment (if applicable). The following provisions are incorporated herein as terms and conditions of this MUA:

1. Title 23, Code of Federal Regulations, Part 645, and the edition of the FHWA Program Guide: Utility Adjustments and Accommodation on Federal Aid Highway Projects (Federal Regulation), in effect at the execution of this MUA, and any subsequent amendments and replacements;
 2. MnDOT's Policy for Accommodation of Utilities on Highway Right of Way;
 3. All exhibits and policies referenced herein.
- C. *General Criteria and Standards:* All Utility Work must be consistent with this MUA and the Utility Owner's current, reasonable, written specifications; standards of practice; construction methods; and any applicable permit requirements.
1. If the Contractor is performing the design, the Utility Owner must provide the necessary written specifications, standards of practice, and construction methods to MnDOT and the Contractor no later than the beginning of the design. If the Utility Owner does not provide these documents, the Contractor will be under no obligation to follow them.
 2. If the Utility Owner is performing the design, it must provide all current written specifications, standards of practice, and construction methods to MnDOT and the Contractor no later than the date the Work Order for the Utility Work is signed.
- D. *Plans:* The plans for the design of the Utility Work must show at least the existing topography, existing utilities, planned utility improvements, Right of Way, lanes of travel, the x and y coordinates of the Facilities' location, and the z coordinate of the Facilities' location, if applicable.
1. The most recent plans and specifications will govern the scope of the Utility Work. When the final plans are completed they will supplement or replace any previous plans or specifications, as applicable.

III. Quality Management

- A. If the DB Contract requires that the Contractor perform certain Utility Work, the Contractor will be responsible for the quality management of the Utility Work at its own cost. Quality management will include quality planning, control, assurance, and improvement. The Utility Owner reserves the right to conduct Inspections of the Contractor's work and any oversight activities it deems necessary. The Utility Owner will operate all valves and supervise all shut offs and disconnections for the construction of the Utility Work with a minimum of 5 calendar days notice. The Utility Owner must notify MnDOT in writing of all cases of a performing party's

noncompliance no more than 14 Calendar Days after the Utility Owner knew of the noncompliance.

- B. If the Utility Work is added to the Contractor's work according to a Work Order, the Utility Owner will be responsible for the quality control of that Utility Work, unless the Work Order describes otherwise. Any quality control the Contractor elects to provide for the Utility Owner will be in addition to, not in lieu of, the Utility Owner's quality control.

IV. Coordination

The Utility Owner, MnDOT, and the Contractor will coordinate their efforts and cooperate with each other to ensure that the party performing any work does so promptly and without disturbance to other Project work, minimizes delay and uncertainty, and eliminates excess cost. Coordination will include the following tasks.

- A. *Initial Coordination Meeting:* When the party preparing the plans achieves a level of design where utility conflicts can be determined, the Contractor and the Utility Owner will conduct an initial coordination meeting before beginning the Work Order process. At this meeting, the Contractor and the Utility Owner will address pertinent information for the Utility Design Sheets (UDSs) and discuss potential conflicts. Once the Contractor has the UDS information, a preliminary level of design, and estimated costs, it will schedule a meeting with MnDOT and the Utility Owner to:
 - 1. Review the Final Design and construction schedules for the work at each UDS location;
 - 2. Review proposed conflict resolutions;
 - 3. Coordinate the performance of the Project work with the Utility Work at each UDS location; and
 - 4. Negotiate the Work Orders.
- B. *Coordination of Relocations:* The Contractor will avoid relocating the Utility Owner's Facilities to the extent practicable. If the Contractor and the Utility Owner cannot agree whether a relocation can be avoided, MnDOT will determine the appropriate course of action at its discretion. When practicable, the Facilities will be left in-place and protected. When physical relocation of the Facilities is not reasonably avoidable, the Utility Owner will relocate (or allow the Contractor to relocate) those Facilities. The Utility Owner must use its best efforts to cooperate with MnDOT and the Contractor to identify any joint users of the Facilities and to assist in the Utility Work.

C. *Change in Contractor's Design:* If the Contractor changes the design of a relocation to which the Utility Owner has agreed, and one of the parties has commenced the design or physical construction of that relocation, the Contractor and the Utility Owner must coordinate to change the design and/or relocation of those Facilities.

D. *Ongoing Coordination*

1. MnDOT, the Utility Owner, and the Contractor will meet as each party reasonably requests to review and coordinate time schedules and track Utility Work progress.
2. The Utility Owner will not Interfere with the Project work

V. The Utility Design Sheet

The Contractor will prepare a UDS, in substantially the same form as Exhibit B, to describe the Project Utility Work at each specific location.

VI. Work Orders

A party to this MUA will commence Utility Work only after all the parties to this MUA have executed a Work Order and MnDOT has issued any necessary Utility Permits.

A. *Form:* The Work Orders will be in substantially the same form as Exhibits C(1) and C(2).

B. *Contents/Amendment:* The Work Order, and any agreements or documents executed or prepared pursuant to it:

1. Will include:
 - a. The design plans;
 - b. Any available, applicable design details;
 - c. Any Right of Way/easement documents at the UDS location;
 - d. The scope of the Utility Work;
 - e. The party responsible for performing the Utility Work;
 - f. The lump sum or estimated amount of the Utility Work, as applicable;
 - g. The Utility Work schedule;
 - h. The Utility Owner's special scheduling considerations (e.g., winter gas loads and summer electric loads);
 - i. The Utility Owner's Inspection fees; and
 - j. Any other conditions applicable to the Work Order that this MUA does not already address.

2. May also amend the terms and conditions of this MUA, specific to the Utility Work being performed under the Work Order, upon inclusion of appropriate language describing the change.
- C. *Negotiation:* MnDOT, the Utility Owner, and the Contractor must promptly meet and confer to resolve any comments or disagreements regarding the Work Order through good faith negotiation. The Contractor will prepare the Work Order after the parties resolve the comments or disagreements.
 - D. *Submission/Response/Execution:* The Contractor will provide notice of the Utility Work and its schedule in a Work Order to the Utility Owner. The Utility Owner will respond (by executing or commenting on problems) to all Work Orders no more than 14 Calendar Days after receiving them. The Contractor shall submit four originals of each Work Order (including any exhibits) to MnDOT for Approval upon execution by the Utility and Contractor. MnDOT will respond with comments no later than 10 Working Days after receipt. Failure to execute a Work Order will not excuse any party's failure to perform any legal obligation.
 - E. *Work Order Effective Date:* A Work Order and the obligations therein will be effective on the date MnDOT obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2.
 - F. *Notice of Completion:* Upon completion of the Utility Work, the party who performed it will provide a notice of completion to the other party.

VII. Performance of the Utility Work

All Utility Work must follow the terms of the Notice and Order and the Work Order. The Contractor and the Utility Owner may split the responsibilities for the design and construction elements of the Utility Work at any particular UDS location, or perform one or both of the elements itself, according to this section.

- A. *Responsible Party:* The Work Orders (Exhibits C(1) and C(2)) indicate which party will be responsible for designing and constructing the Utility Work at a particular UDS location. That party must complete all Utility Work pursuant to the Notice and Order.
- B. *Time of Essence:* Time is of the essence in the performance of any Utility Work.
- C. *Design*
 1. *Contractor Design:* The Contractor may design the Utility Work along with the Project Work if the Utility Owner so authorizes in a Work Order. The Contractor must complete the design according to the schedule in the Work Order. The design will be subject to the Utility Owner's Approval by execution

of a Design Approval Letter (Exhibit D(1)). The Utility Owner will not unreasonably withhold this Approval.

2. *Utility Owner Design:* The Utility Owner may design the Utility Work according to a Work Order. The Utility Owner must complete the design according to the schedule in the Work Order. The design will be subject to the Contractor's Approval by execution of a Design Approval Letter (Exhibit (D(2))). The Contractor will not unreasonably withhold this Approval.

D. *Construction*

1. *Contractor Construction:* The Contractor may construct the Utility Work along with the Project Work if the Utility Owner so authorizes in a Work Order. The Contractor must complete the construction according to the schedule in the Work Order. The construction will be subject to the Utility Owner's Inspection and Approval by execution of a Construction Inspection Acceptance Letter (Exhibit E(1)). The Contractor must provide as-built plans of the Facilities to MnDOT and the Utility Owner no more than 90 Calendar Days after receiving the Construction Approval Letter (Exhibit E(3)). Notwithstanding anything in this MUA or Minnesota Rules, part 8810.330 to the contrary, the Utility Owner will not be liable for damages that result from the Contractor's failure to perform the Utility Work.
2. *Utility Owner Construction:* The Utility Owner may construct the Utility Work according to a Work Order. The Utility Owner must complete the construction according to the schedule in the Work Order. Construction will be subject to the Contractor's Inspection and Approval by execution of a Construction Inspection Approval Letter (Exhibit E(2)). The Utility Owner must provide as-built plans of the Facilities to MnDOT no more than 90 Calendar Days after receiving the Construction Approval Letter (Exhibit E(2)).
3. *Traffic Control:* The Contractor will, at its own cost, provide traffic control for any Utility Work, regardless of which party performs that Utility Work.
4. *Utility Owner to Perform Inspection:* The Utility Owner may Inspect any Utility Work that the Contractor constructs. The Utility Owner will coordinate Inspections with the Contractor.
 - a. The Utility Owner may Inspect the Contractor's construction Utility Work at any time. The Utility Owner will perform a final inspection no more than 30 Calendar Days (or another time period to which the parties agree) after the Contractor completes this work. The 30- Calendar-Day period (or other agreed period) will begin at the time the Contractor notifies the Utility Owner, in writing, that it has completed

the Utility Work. If the Utility Work appears to meet the Technical Criteria/Standards/Requirements in Article II, the Utility Owner will provide the Contractor with a signed Construction Inspection Acceptance Letter (Exhibit E(1)) no more than 14 Calendar Days after its completion. The Utility Owner will have the right to reject Utility Work that does not meet the Technical Criteria/Standards/Requirements. If the Utility Owner rejects any of the Utility Work, it must notify the Contractor, in writing, of its grounds for rejection and provide suggestions for correcting any problems. The Utility Owner will review the revised Utility Work no more than 7 Calendar Days after receiving notice of its completion, unless the Work Order requires a different time period.

- b. At the time MnDOT conducts its final Inspection of the Project (or earlier if the parties so agree), MnDOT and the Contractor will give the Utility Owner a written notice providing the opportunity to perform a final Inspection of the Utility Work. If the Utility Owner determines that the completed Utility Work is consistent with the Technical Criteria/Standards/Requirements in Article II, it will provide the Contractor with a signed Construction Inspection Approval Letter (Exhibit E(3)). As part of the Inspection, the Contractor must provide the Utility Owner with a certification by a Minnesota-licensed Professional Engineer indicating that the Utility Work was constructed according to the Approved design and the Work Order requirements.
- c. The Utility Owner's Inspection, Acceptance, and Approval of the Utility Work will not be construed as the Utility Owner's waiver of any Claim it may have under applicable law.

- E. *Permits:* The party responsible for constructing the Utility Work at a particular UDS location will be responsible for obtaining all necessary permits. These permits include the MnDOT Utility Permits and those from local authorities with jurisdiction over the Right of Way used for Utility Work outside the Project limits. All parties must cooperate in that process as needed. When the Contractor is responsible for the Utility Work, the Utility Owner and the Contractor agree to coordinate to prepare and submit the MnDOT Application for Utility Accommodation on Trunk Highway Right of Way, Form 2525 (Utility Permit), as necessary. To the extent practicable, all Utility Permits will be issued subsequent to the Final Design of the Utility Work for the respective Work Order.
- F. *Incidental Utility Work:* Regardless of which party is responsible for performing the Utility Work, the Contractor will be solely responsible for performing any Incidental Utility Work. Incidental Utility Work includes all In-Place/Out-of-Service Work and Protection In-Place of Facilities.

- G. *Prequalified Subcontractors/Subconsultants*: If the Contractor is responsible for designing and/or constructing the Utility Work, it must use a subcontractor or subconsultant that the Utility Owner has pre-qualified to perform that work or become prequalified itself. The Utility Owner will prepare and provide the Pre-Qualified Consultants and Contractors List to MnDOT and the Contractor no more than seven Calendar Days after this MUA's execution. The Utility Owner will provide updates to the list as needed to MnDOT and the Contractor. If the Utility Owner does not provide a list, the Contractor may use other subcontractors or subconsultants. If the subcontractors or subconsultants on the list are not reasonably available, the Contractor may use other subcontractors or subconsultants upon receiving the Utility Owner's Approval.

VIII. Responsibility for Cost

- A. *General*: Applicable Laws of the State of Minnesota, including Minnesota Statutes, section 161.45 and 161.46, and Minnesota Rules, part 8810.3300, subpart 3 will determine cost responsibility between MnDOT and the Utility Owner.
- B. *Change in Contractor's Design*: Regardless of the initial cost responsibility, if the Contractor changes the design of a relocation to which the Utility Owner has agreed, and one of the parties has commenced that relocation, the Contractor will be responsible for paying the resulting cost.
- C. *Dispute Resolution*: If there is a Dispute concerning cost responsibility, the parties will attempt to resolve that Dispute according to the provisions of Article XVIII below. If a good faith Dispute continues after that attempt, and if MnDOT consents in writing, the parties will proceed with the Utility Work at MnDOT's cost, subject to MnDOT reserving all applicable legal and equitable rights to later pursue reimbursement, plus interest and costs, expenses, and damages, from the Utility Owner or the Contractor.
- D. *Depreciation*: Depreciation credit will only be allowed to MnDOT or the Contractor to the extent authorized by 23 CFR 645.117 (h)(2) for the depreciation or deterioration of replaced or altered Facilities.
- E. *Salvage*
1. If the Contractor recovers materials when performing the Utility Work that no party will reuse, those materials will become the Contractor's property.
- F. *Betterments*: The Utility Owner is responsible for the cost of any Betterments to its Facilities.

IX. Payment

- A. **PAYMENT FOR RELOCATION WORK:** The State will determine the cost of the Utility Work on a contract-unit-price basis. The Utility Owner authorizes the State to pay the Contractor directly for the relocation work.
1. The Utility Owner agrees to pay the State the total cost it incurs to relocate the Facilities. The total cost will include:
 - a. The design engineering, construction and construction engineering cost, which consists of all of the Contractor's bid item costs to satisfactorily relocate the Facilities according to plans, specifications, and special provisions;
 2. Upon execution of a Work order, the State will issue the Utility Owner an invoice for the amount specified in the cost schedule. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner will promptly reimburse the State for any relocation costs in which the federal government does not participate.

X. Betterment

- A. As MnDOT determines at its discretion, Betterment work may be eligible to be performed if:
1. It is compatible with the Project Work;
 2. It would not Interfere with the Project Schedule; or
 3. Separating the Betterment work from any related Utility Work that the Contractor is responsible for performing is feasible.
- B. The Utility Owner will be responsible for the cost of any Betterments. If the Utility Owner wishes to include eligible Betterment work at a location where the Contractor is responsible for performing the Utility Work, the Utility Owner will negotiate the cost for that Betterment work directly with the Contractor. The Utility Owner must provide a copy of that lump sum amount or actual cost estimate to MnDOT.
1. If the Utility Owner authorizes the Contractor to do the Betterment work, MnDOT, the Utility Owner, and the Contractor must execute a Work Order describing the terms and conditions of that work. Upon the execution of the Work Order, the Utility Owner will pay the negotiated price of the Betterment work to MnDOT. MnDOT will then add the Betterment work to the DB Contract with the Contractor.

2. If the parties cannot agree to a lump sum cost for the Betterment work, the Contractor will perform the work on a time and materials basis pursuant to the DB Contract. The Utility Owner will pay MnDOT the total of costs actually incurred on that basis.
 - a. If the Contractor performs the work on an estimated time and materials basis, and the actual costs for the work exceed the estimated amount, the Utility Owner will promptly pay those excess costs to MnDOT.
 - b. If the Contractor performs the work on an estimated time and materials basis, and the actual costs for the work are less than the estimated amount, MnDOT will promptly refund the remaining amount to the Utility Owner. MnDOT will make that refund no more than 30 Calendar Days after receiving an invoice and supporting documentation for that work.
3. If the Utility Owner does not accept the Contractor's offered price for the Betterment work, the Utility Owner may reject that price. The Utility Owner may then select a different contractor to perform the Betterment work, provided that the performance complies with the Contractor's Project schedule. The Utility Owner will, according to Minnesota Rules part 8810.3300, be responsible for claims and damages arising from the Utility Owner's failure to meet the deadline established in an applicable Notice and Order.

XI. Scheduling

- A. The performing party will complete any design, construction, and Inspection of Utility Work according to the schedule contained in the Work Order. The parties agree to negotiate the use of acceleration methods (e.g., imposing overtime work or importing contractors from outside the local area) in good faith if necessary to meet the Contractor's scheduling requirements. This clause will not be construed as giving a party unilateral authority to order acceleration, except that this clause will not remove MnDOT's authority (if any) under the Design-Build Contract to direct acceleration by the Contractor.
- B. Where the Utility Owner designs the Utility Work, the Contractor will review that design and respond no more than 14 Calendar Days after receiving it, unless the Work Order requires a different time period. If the design is consistent with the performance standards described herein, the Contractor must Approve it and notify MnDOT and the Utility Owner of its Approval within this time period. If the design does not meet performance standards, the Contractor must submit its comments to the Utility Owner and notify MnDOT within this time period.

- C. The Utility Owner will have the right to reject any design work that does not meet the Technical Criteria/ Standards/Requirements described in Section II. If it rejects any design work, the Utility Owner must immediately notify MnDOT and the Contractor, in writing, of its grounds for rejection and suggestions for correcting the problem. The Utility Owner will review the revised design work no more than 7 Calendar Days after receiving it, unless the Work Order requires a different time period.
- D. If the Utility Owner is constructing the Utility Work, it may not begin until it receives the executed Work Order. The Utility Owner must notify the Contractor when it will begin construction according to the time period in the Work Order.
- E. Where the Contractor performs the design for the Utility Work, the Utility Owner will review the Contractor's design no more than 14 Calendar Days after receiving it, unless the Work Order requires a different time period. If the design is consistent with the performance standards described herein, the Utility Owner must Approve it and notify MnDOT and the Contractor of the Approval within this time period. If the design does not meet performance standards, the Utility Owner must submit its comments to the Contractor and notify MnDOT within this time period. The Contractor may not begin construction of the Utility Work until it receives an executed Work Order.

XII. Deadlines and Delays

- A. No party will be liable for any delay or failure to meet any obligation in this MUA if that delay or failure is caused by "Force Majeure." Any delay or failure due to a Force Majeure will not constitute default.
- B. If the Utility Owner fails to meet a deadline, and that failure is not due to Force Majeure, the Utility Owner must pay MnDOT the actual documented costs and damages MnDOT incurs. The Utility Owner must also pay the Contractor the actual documented costs and damages the Contractor incurs because of the Utility Owner's delay. If the following conditions are satisfied, the Contractor will bear 100 percent of the risk of utility delays, up to an aggregate amount of 4 Calendar Days for the Project (regardless of how many of the Utility Owner's Facilities the Project affects):
 - 1. The Utility Owner has provided satisfactory evidence to MnDOT that it has fulfilled its obligation to coordinate with the Contractor to prevent such delays;
 - 2. The Utility Owner has attempted to negotiate a reasonable solution to the utility delay pursuant to Article XI.A, if applicable; and
 - 3. The Utility Owner has obtained, or is in a position to timely obtain, all applicable Approvals, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, options, and/or required rulings that are its responsibility to obtain.

- C. If any party fails to meet deadlines set in a Work Order, then any affected time deadlines for any other party's design, construction, and/or Inspection of the Utility Work will be revised accordingly.

XIII. Approvals and Acceptances

Any Acceptance, Approval, or other similar action (Approval) pursuant to the MUA:

- A. Must be in writing to be effective (unless deemed granted pursuant to Article XIII.C.).
- B. Will not be unreasonably withheld, conditioned, or delayed. If Approval is withheld, the approving party must, in writing, specifically state the reason for withholding or delaying Approval, and must identify, with as much detail as possible, what changes are required to the request for Approval.
- C. Approval between the Contractor and the Utility Owner will be deemed granted if the requesting party does not receive a response 14 Calendar Days after submitting the request, except where the DB Contract documents provide otherwise. The requesting party must send out requests for Approval according to Article XIV.

XIV. Authorized Agents and Notices

- A. *Authorized Agents:* The individuals below are authorized agents of MnDOT, the Utility Owner, and the Contractor. If a party wishes to designate a new or substitute Representative, it may do so in writing at any time.

For MnDOT:

Number 1

Name: Greg Asche
Title: Resident Engineer
Address: 2229 Pilot Knob Road
Mendota Heights, MN 55120
Email: greg.asche@state.mn.us
Phone: 651-366-5904
Fax: 651-406-4724

Number 2

Name: Tim Clyne
Title: Project Engineer

Address: 2229 Pilot Knob Road
Mendota Heights, MN 55120
Email: timothy.clyne@state.mn.us
Mobile: 651-775-1176

For the Utility Owner:

Number 1

Name: Joe Powers
Title: City Engineer
Address: 1901 E 66th St
Richfield, MN 55423
Email: jpowers@richfieldmn.gov
Phone: 612-861-9791

Number 2

Name: Chad Donnelly
Title: Assistant Utilities Superintendent
Address: 6221 Portland Ave S
Richfield, MN 55423
Email: cdonnelly@richfieldmn.gov
Phone: 612-861-9798

For the Contractor:

Number 1

Name: _____
Title: _____
Address: _____

Email: _____
Phone: _____
Fax: _____

Number 2

Name: _____
Title: _____

Address: _____

Email: _____
Phone: _____
Fax: _____

- B. *Authority:* The individuals listed above will have the authority to sign/Approve Work Orders, inspect and reject services, Approve invoices for payment, and act otherwise for MnDOT, the Utility Owner, and the Contractor.
- C. *Notices:* Any notices that MnDOT, the Utility Owner, and the Contractor provide under this MUA may be e-mailed, hand delivered, or given by certified or registered mail to the individuals at the addresses set forth above.

XV. Utility Ownership, Operation, and Maintenance

- A. The Utility Owner will be solely responsible for operating and maintaining its Facilities.
- B. Once the Utility Work is complete, the Utility Owner will be the owner of the Utility Work and must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Utility Permit when it performs any service or maintenance work. The Utility Owner may only open and disturb the trunk highway Right of Way without a Utility Permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the following Working Day.

XVI. Continuity of Service

- A. All Facilities must remain fully operational during all phases of construction, except as the Utility Owner specifically allows or Approves in writing.
- B. To the greatest extent practicable, the Contractor must take measures to ensure that all of the Facilities remain operational at all times. The Work Order must describe any necessary interruptions of service, including shut downs and temporary diversions that the Utility Owner has Approved. If the Contractor is responsible for performing the Utility Work, the Contractor, at its own cost, must do the following to maintain continuity:
 - 1. Coordinate the schedule, design, construction, and Inspection of the Utility Work with the Utility Owner;

2. Keep the Utility Owner fully informed about changes that may affect the Facilities;
3. Include the Utility Owner when making decisions that affect the Facilities so that the Utility Owner can make arrangements to provide uninterrupted or minimally interrupted service to its customers; and
4. Comply with any additional, reasonable service continuity conditions described in the applicable Work Orders.

XVII. Damage to Facilities and Other Property

The Contractor and the Utility Owner must exercise due caution and care to avoid causing damage to the Facilities or the Project. The Contractor will be responsible for any damages it causes to the Utility Owner's property, Facilities, structures, or persons. The Utility Owner will be responsible for any damages it causes to the Contractor's property, facilities, structures, or persons. The damaging party must immediately notify the other party if any damage occurs and will be responsible for the repair or cost of that damage to the other party's reasonable satisfaction.

XVIII. Partnering

The DB Contract includes a section establishing a "partnering" process. That section is attached hereto as Exhibit G. Except where the terms of this MUA expressly exempt it, every disagreement between the Utility Owner and the Contractor, and/or between the Utility Owner and MnDOT (Dispute) arising under this MUA, is a Dispute subject to the terms of this section. When a Dispute arises, the Utility Owner and the other party(ies) to the Dispute must first attempt to informally resolve it.

- A. If the Dispute is between the Utility Owner and the Contractor, and the parties are unable to reach a mutually satisfactory resolution, either party may escalate the Dispute to the MnDOT project manager. If the MnDOT project manager is unable to resolve the Dispute to the parties' mutual satisfaction, the Utility Owner and the Contractor will attempt to resolve the matter through the partnering process.
- B. If the Dispute is between the Utility Owner and MnDOT, the Utility Owner and the MnDOT project manager must first attempt to informally resolve the Dispute. If the Utility Owner and the MnDOT project manager are unable to reach a mutually satisfactory resolution, the parties will attempt to resolve the matter through the partnering process.

XIX. Indemnification

- A. *Indemnification:* In its performance under this MUA or any subsequent Work Orders, the Utility Owner, its agent, and employees must indemnify, save, and hold MnDOT, its agents, and employees harmless from any claims or causes of action, including MnDOT's attorney's fees to the extent caused by the Utility Owner's:

1. Intentional, willful, or negligent acts or omissions;
2. Actions that give rise to strict liability; or
3. Breach of contract or warranty.

The indemnification obligations of this section do not apply if the claim or cause of action is the result of MnDOT's sole negligence. This clause will not be construed to bar any legal remedies the Utility Owner may have for MnDOT's failure to fulfill its obligation under this MUA.

- B. *Workers Compensation:* The Utility Owner certifies that its workers compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The Utility Owner's employees and agents are not considered State employees. MnDOT is not responsible for any Claims asserted by the Utility Owner's employees, agents, subcontractors, or any third parties under the Minnesota Workers Compensation Act.

XX. Audits and Retention of Records

Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Contractor's and the Utility Owner's books, papers, records, accounting records, documents, procedures, practices, and other material relevant to the Utility Work, including detailed records to support all bills it submits, are subject to audit by MnDOT and by the Legislative Auditor or State Auditor for six years after the date of Acceptance of the completed Utility Work. Each party, the Federal Highway Administration (FHWA), and any other agency that provides funding to MnDOT (including each agency's respective auditors) will have access and be entitled to audit all of these items during normal business hours upon reasonable notice to the party maintaining the records. MnDOT, the Contractor, and the Utility Owner must insert these requirements into any contracts they enter into for the utility work. MnDOT, the Contractor, and the Utility Owner must mutually agree upon any financial adjustments any audit finds necessary. If MnDOT, the Contractor, and the Utility Owner are unable to agree upon an adjustment, the parties must follow the process in Article XVIII of this MUA to resolve that adjustment.

XXI. Nondiscrimination

- A. The Utility Owner will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the

Code of Federal Regulations, title 49, part 21. The Utility Owner must incorporate these regulations by reference in all contracts.

- B. Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this MUA.

XXII. Governing Terms

- A. *Third-Party Beneficiary:* There are no third-party beneficiaries to this MUA.
- B. *Waiver:* A party's failure to enforce a provision of this MUA does not waive the provision, or the party's right to subsequently enforce it.
- C. *Merger:* This MUA contains all negotiations and agreements between MnDOT, the Utility Owner, and the Contractor. No prior oral or written communications, understandings, or agreements may be used to bind either party.
- D. *Amendments:* Any amendment to this Agreement or any subsequent Work Orders must be in writing. An amendment will not be effective until the same parties who signed and Approved this MUA, or their successors in office, sign and approve the amendment.
- E. *No Liens:* The Contractor will keep the relocated Facilities free from any statutory or common law lien arising out of any utility work it performs, materials it furnishes, or obligations it incurs. The Utility Owner will keep the relocated Facilities, the Project, and the Right of Way free from any statutory or common law lien arising out of any Utility Work it performs, materials it furnishes, or obligations it incurs.
- F. *Governing Law, Jurisdiction, and Venue:* Minnesota Law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this MUA. Venue for legal proceedings arising out of this MUA, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- G. *Incorporation of Exhibits:* Exhibits A through G, which are attached to this MUA, are incorporated into this MUA.
- H. *Survival of Terms:* All clauses that impose obligations that are continuing in nature and that must survive in order to give effect to their meaning will survive the expiration or termination of this MUA. These clauses requiring survival include, but are not limited to: (I.F) Data Practices; (XV) Utility Ownership, Operation, and Maintenance; (XIX) Indemnification/Insurance; (XX) Audits and Retention of Records; and (XXIII.F) Governing Law, Jurisdiction, and Venue

The remainder of this page was left blank intentionally.

DRAFT

IN TESTIMONY WHEREOF, the parties have duly executed this Agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

CITY OF RICHFIELD

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

DRAFT

Utility Owner: City of Richfield

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

Department of Transportation

Recommended for Approval:

Approved:

By: _____
Metro Utility Coordinator

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Department of Administration

By: _____

Date: _____

CONTRACTOR

By: _____

Its: _____

Date: _____

S.P. 2785-424 (T.H. 494)
Design-Build Project
Master Utility Agreement Number 1051052
With the City of Richfield
Exhibits

Table of Contents

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| Exhibit D(1) | Utility Owner's Design Approval Letter |
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| Exhibit E(2) | Contractor's Construction Inspection Approval Letter |
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| Exhibit G | Partnering, Claims for Adjustment and Disputes |

EXHIBIT A

MUA Definitions

The following definitions apply to terms used in the MUA.

| | |
|-----------------------------|---|
| Accept: | To formally and conditionally determine, in writing, that a particular matter appears to conform to the requirements of the MUA. |
| Acceptance: | The written document that states that a party has accepted a specific matter. |
| Approval: | The written documentation that states that a party has approved a specific matter. |
| Approve: | To formally and conditionally determine, in writing, that a particular matter or item is good or satisfactory for the Project. This determination may be based on requirements beyond those in the MUA and may reflect specific preferences. |
| Applicable Laws: | All applicable federal and State laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any Governmental Person having jurisdiction over the Project or the Site, the practices involved in the Project or the Site, or any work or Utility Work a Utility Owner performs. |
| Betterment: | Any upgrade of a Utility Facility (e.g., increase in capacity) that is not attributable to the Project construction, and that the Utility Owner elects to perform for its sole benefit. Such an upgrade does not include a technological improvement if its cost is equal to or less than the cost of a "like for like" replacement or relocation. Using new materials in order to comply with current standards when performing Utility Work is not considered a betterment. |
| Calendar Day(s): | Every day shown on the calendar, beginning and ending at midnight. |
| Claim: | A separate demand by a Contractor or Utility Owner for either a time extension that MnDOT disputes, or a payment for damages arising from work that the Contractor or the Utility Owner performed under the Contract or MUA that MnDOT disputes. Upon its resolution, including a resolution by delivery of a Change Order or Contract amendment that all parties have signed, the claim will cease to be a Claim. |
| Contractor: | The Design-Build Contractor MnDOT engaged under the DB Contract to perform work, render services, and/or provide materials, equipment, or other property with respect to the design and construction of the Project. |
| DB Contract: | The Design-Build Contract between MnDOT and the Contractor for the Design-Build Project. |
| Dispute: | A disagreement between the Utility Owner and the Contractor, and/or the Utility Owner and MnDOT that arises under the MUA. |
| Facilities/Facility: | A privately, publicly, or cooperatively owned line, system, and or other utility item that produces, transmits, or distributes communications, |

power, cable television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately owned irrigation system. Any necessary appurtenances to each facility are considered part of it. This term excludes storm water facilities used for drainage of the roadway.

| | |
|--------------------------------------|--|
| Final Design: | The final design for all or a portion of the Utility Work. |
| Force Majeure: | An event that is beyond MnDOT's, the Contractor's, or the Utility Owner's control, that due diligence and use of reasonable efforts could not have avoided or prevented, that materially and adversely affects a party's ability to meet its obligations under the Contract. It does not include events due to a party's acts or omissions. This term does not include normal weather, differing site conditions, MnDOT-directed changes, or any other matter for which the Contract Documents specify how liability or risk will be allocated between the parties, regardless of whether that matter is beyond a party's control. |
| Governmental Person: | Any federal, State, local, or foreign government; political subdivision; governmental, quasi-governmental, judicial, public, or statutory instrumentality; administrative agency; authority; body; or entity. The term includes other State agencies and subdivisions in addition to MnDOT. |
| In-Place/Out-of-Service Work: | The work necessary for a Utility Owner to decommission a Facility and its appurtenances that will not be removed. The Facility must be taken out of use using proper Utility Owner and/or industry procedures (e.g., flushing, capping, filling with grout or sand) or other procedures that MnDOT approves. |
| Inspect: | View or carefully observe the Utility Work. |
| Inspection: | The act of viewing or looking carefully at the Utility Work to verify whether it complies with the Technical Criteria and quality requirements in the MUA. |
| Interfere: | To perform any action or inaction that interrupts, delays, or damages the Project work. |
| Incidental Utility Work: | All work associated with the protection of existing Utility Facilities and In-Place/Out-of-Service Work that the Contractor deems necessary to accommodate the Project. |
| Master Utility Agreement: | An agreement among MnDOT, the Contractor, and a Utility Owner that provides a general framework for addressing Utility conflicts associated with the Project. |
| MnDOT: | Minnesota Department of Transportation |
| MUA: | <i>See Master Utility Agreement</i> |
| Notice & Order: | A document that is sent by the Utility Agreements and Permits Unit to all utility owners that are required to relocate, adjust, or remove their facilities as a result of proposed construction in accordance with Minnesota Statutes, sections 161.45 and 161.46. |
| Private Utility Owner: | Any owner or operator of a Utility that is not a governmental agency. |
| Project: | The Project Work under State Project Number 2785-424 in the Trunk Highway Number 494 right of way, as defined in Book1 of the Design-Build Contract. |

| | |
|--|--|
| Project Work: | All duties and services that the Contractor must provide pursuant to the Design-Build Contract, to achieve MnDOT's Final Acceptance. In certain cases, the term is also used to mean the products of the work performed under the Project. |
| Protection of Existing Utilities: | Any activity undertaken to avoid damaging a Facility that does not involve removing or relocating that Facility, (i.e., temporarily lifting power lines without cutting them is Protection of Existing Utilities, whereas temporarily moving power lines to another location after cutting them is a temporary Utility Relocation. |
| Public Utility Owner: | A municipality, county, or other political subdivision in the State of Minnesota that owns and operates a Utility Facility. |
| Representative: | An authorized individual who is responsible for administrative supervision of the Utility Work for the Project. |
| Right of Way: | The real property (including all estates and interests in real property) that is necessary to construct, operate, and maintain the highway. This term specifically excludes utility easements and Construction Easements. |
| Service Line: | A Utility Facility that connects an individual service location (e.g., a single family residence or an industrial warehouse) to another Utility Facility that connects one or more lines to a larger system. This term also includes any Utility Facility on public or private property that services structures located on that property. |
| State: | (1) The State of Minnesota acting through its elected officials and their authorized representatives; or (2) The State of Minnesota in the geographic sense. |
| Technical Criteria: | The criteria that the MUA establishes the minimum acceptable standards of quality, materials, and performance of the Utility Work. These criteria will be the basis for reviews, Final Acceptance, and Final Approval. |
| UDS: | <i>See Utility Design Sheet</i> |
| Utility Design Sheet: | A form the Contractor prepares to document the existing Utility Facility conditions and the final relocation recommendation to mitigate any potential conflict. After MnDOT, the Utility Owner, and the Contractor sign the form, the Contractor will attach it to the respective Work Order. |
| Utility Owner: | The public or private owner or operator of a Utility Facility. |
| Utility Permit: | The State's Utility Accommodation on Trunk Highway Right of Way, Form 2525, that any Governmental Person or Utility Owner must obtain for a Utility Relocation. |
| Utility Relocation: | The removal, relocation, and/or protection of an existing Utility Facility that is necessary for the Project. Relocation includes temporary service work. |
| Utility Work: | All work associated with utility relocations required by a MUA and/or a Work Order issued under it. The Utility Owner, the Contractor, or a subcontractor may perform this work. |
| Work Order: | An ordering agreement that authorizes a specific utility relocation and provides information and terms for that relocation. MnDOT, the Utility Owner, and the Contractor must enter into and execute a Work Order pursuant to a MUA. |
| Working Day(s): | Any Calendar Day, excluding Saturdays, Sundays, and holidays. |

EXHIBIT B

MnDOT Design-Build Project Utility Design-Sheet

UTILITY DESIGN SHEET
Utility Owner: City of Richfield

| | |
|-----------------|------------|
| Utility Owner # | Conflict # |
|-----------------|------------|

☒ Public ☐ Private

SECTION TO BE COMPLETED PRIOR TO NEGOTIATION MEETING

Existing Condition

1. General Location: _____

2. Utility Type: ☐ Electric ☐ Gas ☐ Communications ☐ Water ☐ Sanitary
☐ Cable TV ☐ Other: _____

3. Location By: ☐ Utility Plat Maps ☐ Field Located & Surveyed: ☐ Yes ☐ No Pothole: ☐ Yes ☐ No

If Pothole, # _____ From: ☐ MnDOT Work or ☐ DBC Work SUE contractor used: _____

Station: _____ to Station: _____ Dist. From CL: _____ Rt. / Lt. _____

4. Utility Size & Materials: _____

5. Encased: ☐ No ☐ Yes, If So, Size & Material: _____

This Section Completed By DBC Rep.: _____ Date: _____

SECTION TO BE COMPLETED AT NEGOTIATION MEETING

Proposed Resolution

1. DBC Recommends Utility be: ☐ Left Alone ☐ Modified ☐ Removed ☐ Relocated
☐ Upgraded ☐ Abandoned

Conflict With: _____

2. This Utility May Be Modified/Relocated To: _____

Station: _____ **to Station:** _____ **Dist. from CL:** _____ **Rt./Lt.** _____

3. Utility In: ☐ MnDOT R/W ☐ Other Public R/W ☐ Easement (attach copy) ☐ Not in R/W

4. Who Will Do the Design? ☐ Utility Owner (UO) ☐ Design-Build Contractor (DBC)

5. Who Will Do Construction/Relocation? ☐ Utility Owner (UO) ☐ Design-Build Contractor (DBC)

6. UO To Perform Inspection? ☐ No ☐ Yes, If So, Conditions: _____

7. Number of Days Required For Prior Notification by DBC For Construction Relocation by UO: _____ Days

8. Number of Days Required to Complete Design: _____ Days; Construction: _____ Days

9. Any Construction Details Unique to This Location? ☐ No ☐ Yes, Describe: _____

10. Utility Can Only Be Disconnected For: _____ Days/Hours

11. Other Proposed Action: _____

12. Detailed Plan Sheet Attached

This Section Completed By: MnDOT _____ UO _____ DBC _____ Date: _____

EXHIBIT C(1)

Design Work Order for a Master Utility Agreement (MUA)

| | |
|---|------------------|
| Utility Owner: City of Richfield | |
| MUA 1051052 | UDS Number _____ |
| Work Order Number _____ | Date: _____ |
| Work Order Revision Number _____ | Date: _____ |
| <u>Location/Description of Work</u> | |
| The UDS (Attachment A) describes the location of the Utility Design Work for this Work Order. | |
| General description of the Utility Design Work for this Work Order: | |
| _____ | |
| _____ | |
| _____ | |
| <u>Allocation of Responsibility for Utility Design Work</u> | |
| Responsible Party: by Contractor: _____ | |
| by Utility Owner: _____ | |
| by Other (explain): _____ | |
| <u>Cost Responsibility for the Design for UDS Number</u> | |
| MnDOT pays \$_____ to Utility Owner/Contractor | |
| Utility Owner pays \$_____ to MnDOT/Contractor | |
| <input type="checkbox"/> Lump Sum \$_____ OR | |
| <input type="checkbox"/> Actual Cost not to exceed \$_____ | |

Schedule for the Design for UDS Number

Start Date: _____

Completion Date (CD): _____

Review: No more than _____ days after the CD

For MnDOT Internal Accounting Purposes Only

MUA Encumbrance: \$ _____

MnDOT Costs incurred under: MUA \$ _____ and/or

DB Contract \$ _____

Total Costs to Date: MUA \$ _____ and/or

DB Contract \$ _____

Remaining MUA Balance: \$ _____

This Work Order is entered into and among MnDOT, the Utility Owner, and the Contractor to implement part of Master Utility Agreement Number 1051052 (MUA). All MUA provisions and attachments are incorporated into this Work Order by this reference. All Utility Work must conform to the MUA and this Work Order. In the event of an inconsistency, this Work Order will prevail. This Work Order, including the information on the face page(s) attached to it, authorizes the Utility Work described herein.

I. The Utility Design Work

- A. The Responsible Party will:
 - 1. Perform the design work described on the face page of this Work Order; and
 - 2. Complete the design work according to the schedule on the face page of this Work Order.
- B. The Responsible Party's design:
 - 1. Must be substantially consistent with the Preliminary Plan in Attachment B and the standards and specifications in Attachment C;
 - 2. Be compatible with the Project plans; and
 - 3. Is subject to the review and Approval of the Utility Owner and the Contractor according to the timeframes herein.

II. Cost

- A. *Estimate:* The Responsible Party prepared a cost estimate for the Utility Design Work on a lump sum or actual cost basis.
- B. *Billing and Payment:* If the Contractor performs the Utility Design Work, and the Utility Owner approves it, MnDOT will reimburse the Contractor according to the procedure in the DB Contract. If the Utility Owner performs the Utility Design Work, MnDOT will make reimbursement according to the terms of the MUA.
- C. *MnDOT's Cost Responsibility*
 - 1. [USER NOTE: Choose one of the following three options:] The State may pay the costs of the Utility Design Work that pertains to Facilities that are located where the Utility Owner has a real property interest. /or/ The State may pay the costs of the Utility Design Work that takes place because the Project is on interstate Right of Way. /or/ The State may pay the costs of the Utility Design Work that qualifies as a First Move.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Design Work (excluding Betterments) was included in the DB Contract price. /or/ MnDOT will pay a lump sum amount of \$ to the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor for the Utility Design Work. /or/ MnDOT will pay the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor the actual costs it incurs, in an amount not to exceed \$.
 - 3. MnDOT's total obligation under this Work Order must not exceed \$.
- D. *Utility Owner's Cost Responsibility*
 - 1. The Utility Owner will reimburse [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor for the costs of the Utility Design Work.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Design Work (excluding Betterments) was included in the DB Contract price. /or/ The Utility Owner will pay [USER NOTE: Choose

one of the following two options:] MnDOT */or/* the Contractor a lump sum amount of \$ _____ for the Utility Design Work. */or/* The Utility Owner will pay **[USER NOTE: Choose one of the following two options:]** MnDOT */or/* the Contractor the actual costs it incurs, in an amount not to exceed \$ _____.

III. Betterments

- A. [USER NOTE: Choose one of the following two options:] The Utility Design Work does not include any Betterment. *./or/* The Utility Design Work includes Betterment due to _____ with an estimated cost of \$ _____. *./or/* MnDOT and the Utility Owner have not determined if the Utility Design Work will include Betterment or have not determined the amount of the Betterment. MnDOT and the Utility Owner will revise this Work Order as necessary.
- B. The Utility Owner will be responsible for 100 percent of the cost of any Betterment. The Utility Owner will credit MnDOT for the actual costs of any Betterment and any salvage value or retirement value from the Facilities.

IV. Contractor-Noted Requirements

Blank lined paper with a large red watermark reading 'DRAFT' diagonally across the top right.

IN WITNESS WHEREOF, MnDOT, the Utility Owner, and the Contractor have executed this Work Order as of the date set forth on the face page of this Work Order.

Utility Owner:

By: _____ Date: _____

Print Name: _____

Title: _____

Contractor:

By: _____ Date: _____

Print Name: _____

Title: _____

MnDOT:

Recommended for Approval:

Approved:

By: _____
Design-Build Project Manager

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Department of Administration

By: _____

Date: _____

State Encumbrance Verification

Not applicable

EXHIBIT C(2)

Construction Work Order for a Master Utility Agreement (MUA)

| | |
|---|------------------|
| Utility Owner: City of Richfield | |
| MUA 1051052 | UDS Number _____ |
| Work Order Number _____ | Date: _____ |
| Work Order Revision Number _____ | Date: _____ |
| <u>Location/Description of Work</u> | |
| The UDS (Attachment A) describes the location of the Utility Construction Work for this Work Order. | |
| General description of the Utility Design Work for this Work Order: | |
| _____ | |
| _____ | |
| _____ | |
| <u>Allocation of Responsibility for Utility Construction Work</u> | |
| <u>Responsible Party:</u> by Contractor: _____ | |
| by Utility Owner: _____ | |
| by Other (explain): _____ | |
| <u>Cost Responsibility for the Construction for UDS Number</u> | |
| MnDOT pays \$_____ to Utility Owner/Contractor | |
| Utility Owner pays \$_____ to MnDOT/Contractor | |
| <input type="checkbox"/> Lump Sum \$_____ OR | |
| <input type="checkbox"/> Actual Cost not to exceed \$_____ | |

| <u>Schedule for the Construction for UDS Number _____</u> | |
|---|----------------------|
| Start Date: _____ | |
| Completion Date (CD): _____ | |
| Review: No more than _____ days after the CD | |
| <u>MnDOT Contacts</u> | |
| Primary Contact: _____ | |
| Telephone: _____ | Email: _____ |
| Backup Contact: _____ | |
| Telephone: _____ | Email: _____ |
| <u>For MnDOT Internal Accounting Purposes Only</u> | |
| MUA Encumbrance: \$ _____ | |
| MnDOT Costs incurred under: | MUA \$ _____ and/or |
| | DB Contract \$ _____ |
| Total Costs to Date: | MUA \$ _____ and/or |
| | DB Contract \$ _____ |
| Remaining MUA Balance: \$ _____ | |

This Work Order is entered into and among MnDOT, the Utility Owner, and the Contractor to implement part of Master Utility Agreement Number 1051052 (MUA). All MUA provisions and attachments are incorporated into this Work Order by this reference. All Utility Work must conform to the MUA and this Work Order. In the event of an inconsistency, this Work Order will prevail. This Work Order, including the information on the face page(s) attached to it, authorizes the Utility Work described herein.

I. The Utility Construction Work

- A. The Responsible Party's construction must substantially conform to the final Approved design plan.
- B. The Responsible Party will:
 - 1. Notify MnDOT at least 48 hours before beginning work to allow MnDOT to perform its construction oversight responsibilities pursuant to the MUA;
 - 2. Perform the construction work described on the face page of this Work Order; and
 - 3. Complete the construction work according to the schedule on the face page of this Work Order.
 - 4. Obtain a "Construction Inspection Approval Letter" from the other party no more than 7 Calendar Days after completing the construction work.

II. Cost

- A. *Estimate:* The Responsible Party prepared a cost estimate for the Utility Design Work on a lump sum or actual cost basis.
- B. *Billing and Payment:* If the Contractor performs the Utility Design Work, and the Utility Owner approves it, MnDOT will reimburse the Contractor according to the procedure in the DB Contract. If the Utility Owner performs the Utility Design Work, MnDOT will make reimbursement according to the terms of the MUA.
- C. *MnDOT's Cost Responsibility*
 - 1. [USER NOTE: Choose one of the following three options:] The State may pay the costs of the Utility Construction Work that pertains to Facilities that are located where the Utility Owner has a real property interest. /or/ The State may pay the costs of the Utility Construction Work that takes place because the Project is on interstate Right of Way. /or/ The State may pay the costs of the Utility Construction Work that qualifies as a First Move.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Construction Work (excluding Betterments) was included in the DB Contract price. /or/ MnDOT will pay a lump sum amount of \$ to the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor for the Utility Construction Work. /or/ MnDOT will pay the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor the actual costs it incurs, in an amount not to exceed \$.
 - 3. MnDOT's total obligation under this Work Order must not exceed \$.
- D. *Utility Owner's Cost Responsibility*
 - 1. The Utility Owner will reimburse [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor for the costs of the Utility Construction Work.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Construction Work (excluding Betterments) was included in the DB Contract price. /or/ The Utility Owner will pay [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor

a lump sum amount of \$ _____ for the Utility Construction Work. /or/ The Utility Owner will pay [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor the actual costs it incurs, in an amount not to exceed \$ _____.

III. Betterments

- A. [USER NOTE: Choose one of the following two options:] The Utility Construction Work does not include any Betterment. /or/ The Utility Construction Work includes Betterment due to _____ with an estimated cost of \$ _____. /or/ MnDOT and the Utility Owner have not determined if the Utility Construction Work will include Betterment or have not determined the amount of the Betterment. MnDOT and the Utility Owner will revise this Work Order as necessary.
- B. The Utility Owner will be responsible for 100 percent of the cost of any Betterment. The Utility Owner will credit MnDOT for the actual costs of any Betterment and any salvage value or retirement value from the Facilities.

IV. Contractor-Noted Requirements

IN WITNESS WHEREOF, MnDOT, the Utility Owner, and the Contractor have executed this Work Order as of the date set forth on the face page of this Work Order.

Utility Owner:

By: _____ Date: _____

Print Name: _____

Title: _____

Contractor:

By: _____ Date: _____

Print Name: _____

Title: _____

MnDOT:

Recommended for Approval:

Approved:

By: _____

Design-Build Project Manager

By: _____

Director, Office of Land Management

Date: _____

Date: _____

Department of Administration

By: _____

Date: _____

State Encumbrance Verification

Not applicable

EXHIBIT D(1)

Utility Owner's Design Approval Letter

THIS DESIGN APPROVAL LETTER (Letter) is for the City of Richfield's (Utility Owner's) execution. By executing this Letter, the Utility Owner indicates its Approval of the Utility Design Work that the Contractor performed. The table below specifically describes the Utility Design Work to be Approved.

The Contractor performed this Utility Design Work as part of MUA 1051052, which was entered into among MnDOT, the Utility Owner, and the Contractor.

| | |
|---|-------------------------|
| Utility Owner: City of Richfield | |
| MUA 1051052 | UDS Number _____ |
| Work Order Number _____ | Date: _____ |
| Work Order Revision Number _____ | Date: _____ |

UTILITY OWNER'S APPROVAL SIGNATURE

By signing below, the Utility Owner's authorized Representative indicates that the Contractor performed the Utility Design Work according to all applicable MUA standards and Work Order requirements. The Utility Owner hereby Approves the Contractor's completed Utility Design Work.

Utility Owner: _____

Signature: _____

Date: _____

If the Utility Owner will be performing the Construction Utility Work, then the Contractor will issue a notice to proceed to the Utility Owner for that Construction Utility Work once the Utility Owner signs this letter.

If the Utility Owner will not sign this letter, it must state its basis for not approving the Utility Design Work: _____

cc: MnDOT
Contractor

DRAFT

EXHIBIT D(2)

Contractor's Design Approval Letter

THIS DESIGN APPROVAL LETTER (Letter) is for the Contractor's execution. By executing this Letter, the Contractor indicates its Approval of the Utility Design Work that the City of Richfield (Utility Owner) performed. The table below specifically describes the Utility Design Work to be Approved.

The Utility Owner performed this Utility Design Work as part of MUA 1051052, which was entered into among MnDOT, the Utility Owner, and the Contractor.

| | |
|---|-------------------------|
| Utility Owner: City of Richfield | |
| MUA 1051052 | UDS Number _____ |
| Work Order Number _____ | Date: _____ |
| Work Order Revision Number _____ | Date: _____ |

CONTRACTOR'S APPROVAL SIGNATURE

By signing below, the Contractor's authorized Representative indicates that the Utility Owner performed the Utility Design Work according to all applicable MUA standards and Work Order requirements. The Contractor hereby Approves the Utility Owner's completed Utility Design Work.

Contractor: _____

Signature: _____

Date: _____

If the Utility Owner will be performing the Construction Utility Work, then the Contractor will issue a notice to proceed to the Utility Owner for that Construction Utility Work once he signs this letter.

If the Contractor will not sign this letter, it must state its basis for not approving the Utility Design

Work: _____

cc: MnDOT
Utility Owner

DRAFT

EXHIBIT E(1)

Utility Owner's Construction Inspection Acceptance Letter

THIS CONSTRUCTION INSPECTION ACCEPTANCE LETTER (Letter) is for the City of Richfield's (Utility Owner's) execution. By executing this Letter, the Utility Owner indicates its Acceptance of the Utility Construction Work that the Contractor performed. The table below specifically describes the Utility Construction Work to be Accepted.

The Contractor performed this Utility Construction Work as part of MUA 1051052, which was entered into among MnDOT, the Utility Owner, and the Contractor.

| | |
|---|-------------------------|
| Utility Owner: City of Richfield | |
| MUA 1051052 | UDS Number _____ |
| Work Order Number _____ | Date: _____ |
| Work Order Revision Number _____ | Date: _____ |

UTILITY OWNER'S APPROVAL SIGNATURE

By signing below, the Utility Owner's authorized Representative indicates that the Contractor performed the Utility Construction Work according to all applicable MUA standards and Work Order requirements. The Utility Owner hereby Accepts the Contractor's completed Utility Construction Work.

Utility Owner: _____

Signature: _____

Date: _____

If the Utility Owner will not sign this letter, it must state its basis for not approving the Utility

Construction Work: _____

cc: MnDOT
Contractor

DRAFT

EXHIBIT E(2)

Contractor's Construction Inspection Approval Letter

THIS CONSTRUCTION INSPECTION APPROVAL LETTER (Letter) is for the Contractor's execution. By executing this Letter, the Contractor indicates its Approval of the Utility Construction Work that the Utility Owner performed. The table below specifically describes the Utility Construction Work to be Approved.

The Utility Owner performed this Utility Construction Work as part of MUA 1051052, which was entered into among MnDOT, the Utility Owner, and the Contractor.

| | |
|---|-------------------------|
| Utility Owner: City of Richfield | |
| MUA 1051052 | UDS Number _____ |
| Work Order Number _____ | Date: _____ |
| Work Order Revision Number _____ | Date: _____ |

CONTRACTOR'S APPROVAL SIGNATURE

By signing below, the Contractor's authorized Representative indicates that the Utility Owner performed the Utility Construction Work according to all applicable MUA standards and Work Order requirements. The Contractor hereby Approves the Utility Owner's completed Utility Construction Work.

Contractor: _____

Signature: _____

Date: _____

If the Contractor will not sign this letter, it must state its basis for not approving the Utility

Construction Work: _____

cc: MnDOT
Utility Owner

DRAFT

EXHIBIT E(3)

Utility Owner's Construction Inspection Approval Letter

THIS CONSTRUCTION INSPECTION APPROVAL LETTER (Letter) is for the City of Richfield's (Utility Owner's) execution. By executing this Letter, the Utility Owner indicates its Approval of the Utility Construction Work that the Contractor performed. The table below specifically describes the Utility Construction Work to be Approved.

The Contractor performed this Utility Construction Work as part of MUA 1051052, which was entered into among MnDOT, the Utility Owner, and the Contractor.

| | |
|---|-------------------------|
| Utility Owner: City of Richfield | |
| MUA 1051052 | UDS Number _____ |
| Work Order Number _____ | Date: _____ |
| Work Order Revision Number _____ | Date: _____ |

UTILITY OWNER'S APPROVAL SIGNATURE

By signing below, the Utility Owner's authorized Representative indicates that the Contractor performed the Utility Construction Work according to all applicable MUA standards and Work Order requirements. The Utility Owner hereby Approves the Contractor's completed Utility Construction Work.

Utility Owner: _____

Signature: _____

Date: _____

If the Utility Owner will not sign this letter, it must state its basis for not approving the Utility

Construction Work: _____

cc: MnDOT
Contractor

DRAFT

EXHIBIT F

City of Richfield Resolution

IT IS RESOLVED that the City of Richfield is authorized to enter into the Master Utility Agreement (MUA), MnDOT Agreement Number 1051052, applicable to the State Project Number 2785-424 on Trunk Highway Number 494, with the State of Minnesota, Department of Transportation for the following purposes:

To cooperate with the Contractor to coordinate all utility relocation issues for State Project Number 2785-424 on Trunk Highway Number 494.

IT IS FURTHER RESOLVED that the following individuals are certified to execute the MUA and any amendments to it:

(Title)

(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution that the Council of the City of Richfield adopted at an authorized meeting held on the

_____ day of _____, Year, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this

_____ day of _____, Year

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

City of Richfield Resolution

IT IS RESOLVED that the City of Richfield enter into MnDOT Agreement Number 1051052 with the State of Minnesota, Department of Transportation for the following purposes:

To provide payment by the _____ to the State of Minnesota, Department of Transportation for the Betterment the City has requested. This Betterment work consists of

_____, along and adjacent to Trunk Highway Number 494 from _____
_____ to _____.

IT IS FURTHER RESOLVED that the City agrees

[to provide the total negotiated lump sum cost of the Betterment work to MnDOT no more than 30 calendar days after certifying this Resolution, and that]

[to provide the total estimated cost of the Betterment work to MnDOT no more than 30 calendar days after certifying this resolution. The City also agrees to pay MnDOT any actual costs that exceed the estimate, and that the following individuals are certified to execute the Agreement and any amendments to it.

Title

Title

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution that the Council of the City of Richfield adopted at an authorized meeting held on the

_____ day of _____, Year, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, Year

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

EXHIBIT G

Design-Build Contract Section 19

19 PARTNERING, CLAIMS FOR ADJUSTMENT AND DISPUTES

19.1 Partnering *{Use if applicable}*

The Contractor, MnDOT, and stakeholders shall enter into a procedure for Partnering as identified within this Section 19. The use of a third party facilitator is not required.

Within seven Days after NTP1, the Contractor shall arrange a Partnering meeting between the Contractor, MnDOT, and key stakeholders. This meeting will establish:

- Communication procedures
- A dispute resolution process, including the development of a dispute resolution ladder
- A partnering checklist to be reviewed at project meetings (if applicable). The checklist should contain items such as quality, communication, issue resolution, team and work relationships, and schedule

The partnering process will continue as part of the regularly scheduled project meetings or at events that require additional partnering sessions. These meetings should include primarily Project-level personnel with frequent visits from both MnDOT and Contractor middle management. The meetings should review the partnering checklist and identify actions that need to be escalated up the dispute resolution ladder. All costs associated with partnering shall be incidental.

If the Contractor and MnDOT determine that a third party facilitator would enhance the Partnering process, the Contractor shall make all arrangements to hire a Partnering facilitator and provide a suitable meeting location for the workshops. The length of time devoted to the workshop, along with the content for the workshop, will be determined by a cooperative effort between the Contractor and MnDOT. MnDOT and the Contractor will mutually select the Partnering facilitator. All costs associated with the Partnering workshops using a Partnering facilitator will be shared equally between MnDOT and the Contractor. No additional allowance will be provided to the Contractor for the cost associated with paying these bills and submitting the bills to MnDOT for later partial reimbursement.

19.1.1. Partnering Participants

This Contract will require a full-time partnering effort involving Executive Management, Project Management, Project Task Force and others. Participation is required by the agencies involved. Partnering between MnDOT and Contractor has proven to improve the probability of meeting each party's Project goals. The parties shall attempt to resolve disputes through partnering between appropriate representatives of MnDOT and Contractor (including, where appropriate, any Subcontractor) at the following levels:

- (a) Project Task Force Teams
 1. MnDOT chief inspectors and project engineers/supervisors
 2. Contractor's and subcontractors' project supervisors and technical area supervisors
 3. Utilities and other third parties
 4. Permitting and government agencies
- (b) Project Management Team
 1. MnDOT's Project Manager, deputy project managers
 2. Project manager, deputy project managers and design manager
 3. Utilities and other third parties
 4. Permitting and government agencies
- (c) Executive Management Team
 1. MnDOT's Project Manager, Assistant District Engineer, and other MnDOT staff as needed.

2. Contractor and major subcontractor management
3. FHWA Division Administration

Team members at each level will be established at the Initial Partnering Meeting. The levels listed above are meant to be broad descriptions of the required levels needed for effective issue resolution. Additional levels or specific task force teams can be added, as appropriate.

To resolve issues in a timely and effective manner, representatives of the parties shall meet regularly and explore resolution for each issue at the lowest level possible (i.e., Project Task Force Team first, Project Management Team next, and Executive Management Team last). If both parties determine, in good faith, that effective resolution is not possible at the current level, then the issue will be elevated to the next level in the partnering process. If both parties make such a determination during partnering at the Executive Management Team level, then the dispute will be elevated in accordance with Section 19.2.

19.1.2 Partnering Workshops

19.1.2.1. Initial Partnership Meeting

The initial partnering meeting will occur within 30 Calendar Days of NTP1. This meeting will be facilitated by the Partnering Facilitator. At this session, all representatives from each party at each level shall attend. The participants will develop the teams at each level, develop the list of goals for the Project, establish a dispute resolution ladder and process, and develop project goals evaluation tools.

19.1.2.2. Project Goals Evaluation

The Project Goals determined at the initial partnering meeting will be evaluated on a monthly basis. This evaluation will be sent to participants at all levels in the Partnering Process. The evaluation will ask each participant to rate how effective the teams are in meeting each of the project goals. The rating system will be determined by the parties in conjunction with the Partnering Facilitator. Space will be provided on the evaluation form to allow participants to include additional written comments and details about the effectiveness of meeting the project goals. The evaluations will be submitted, compiled and the results distributed by the Partnering Facilitator. The participants will determine whether the evaluations will be anonymous at the initial partnering meeting.

19.1.2.3. Project Task Force Team Meetings

Informal partnering sessions without the facilitator will be required frequently during the duration of the Project at the Project Task Force level. These sessions will involve members of the Project Task Force teams and/or members of the Project Management teams. These sessions can be in the form of weekly Project update meetings or field reviews by team members. The goal of these meetings should not only provide an update on the Project, but include discussions on Quality, Communication, Issue Resolution, Team and Work Relationships, and Schedule. Each meeting should review outstanding issues discussed at previous partnering sessions.

19.1.2.4. Executive Management Team Meetings

Formal partnering sessions at the Executive Management level without the facilitator will be held monthly during the duration of the Project. These sessions will involve members of the Executive Management teams. The Agenda for these will be agreed upon by both parties prior to each meeting. The Agenda for each meeting shall include discussion of issues that have been agreed to be raised from the Project Management Team level. The goal of these meetings should not only provide an update on the Project, but include discussions on Safety, Quality, Communication, Issue Resolution, Team and Work Relationships, and Schedule. Each meeting will review outstanding issues discussed at previous partnering sessions. Each meeting will also include a review and discussion of the monthly project goals evaluations.

19.1.2.5. Quarterly Partnership Meetings

Formal facilitated partnering workshops will be conducted at quarterly intervals throughout the Project and at the times of critical events (as agreed upon by each party). The workshops will include all Project Task Force, Project Management and Executive Management Teams. The partnering workshops will include the Partnering Facilitator to guide the partnering process.

Each partnering session will review the major topics related to the Project. Topics should include: Quality, Communication, Issue Resolution, Team and Work Relationships, Schedule and any other topics that the teams feel are important to the success of the Project. Each meeting will also include a review and discussion of the monthly project goals evaluations. The Partnering Facilitator will prepare minutes of the meetings and circulate for comments, revisions, and/or approval of all parties.

Both MnDOT and the Contractor will submit agenda items to the facilitator in advance of each quarterly partnering workshop. The agenda shall generally include the following:

- (a) Opening remarks by MnDOT, FHWA and Contractor Executive Management.
- (b) A description by Contractor of Work accomplished since the last meeting, current status of the current Monthly Progress Update, schedule for future Work, potential issues and status of past issues.
- (c) Discussion by MnDOT of the Work schedule as MnDOT views it, potential issues, and status of past issues.
- (d) Review of monthly project goals evaluations.
- (e) Discussion regarding the major topics on the Agenda or raised at the meeting.
- (f) Setting date for next meeting.

All issues discussed during the Partnering Workshop shall be documented in the minutes. Any issue not resolved at the Workshop shall have an agreed-upon issue resolution timeline. For each of these issues identified for resolution, the participants from each affected party required to resolve the issue and the schedule to resolve the issue will be determined and recorded to ensure the issue is resolved in an effective and timely manner. These participants will report on the issue resolution at the next quarterly partnering workshop.

19.2 Disputes

This Section 19 shall not preclude the Contractor from notifying MnDOT in writing, of issues or potential issues as those issues come up.

19.3 Costs

See Section 19.1.

19.4 Claims for Compensation Adjustment and Disputes

If issue resolution efforts through Partnering are not successful, disputes shall be resolved through DBS-1517 and Standard Specification 1517.

RESOLUTION NO.

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)
MASTER UTILITY AGREEMENT NO. 1051052, APPLICABLE TO STATE PROJECT
NUMBER 2785-424 ON TRUNK HIGHWAY NUMBER 494**

BE IT RESOLVED, that the City of Richfield is authorized to enter into the Master Utility Agreement (MUA), MnDOT Agreement Number 1051052, applicable to State Project Number 2785-424 on Trunk Highway Number 494, with the State of Minnesota, Department of Transportation for the following purposes:

To cooperate with the Contractor to coordinate all utility relocation issues for State Project Number 2785-424 on Trunk Highway Number 494.

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 14th day of February, 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 14th day of February, 2023 as shown by the minutes of said meeting in my possession.

Kelly Wynn, Deputy City Clerk

Notary Public
My Commission expires _____



STAFF REPORT NO. 26
CITY COUNCIL MEETING
2/14/2023

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/7/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Sack Thongvanh, Acting City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider authorizing the Mayor and City Manager to execute a cost-share/reimbursement agreement with Partnership Academy for installation of a water utility service line in advance of the City's 65th Street Reconstruction Project due to expansion of the Partnership Academy campus.

EXECUTIVE SUMMARY:

Cost-Share/Reimbursement Agreement Update

City Council authorized the execution of this cost-share/reimbursement agreement at the August 10, 2022 City Council meeting. Staff is bringing the agreement back for re-approval because the final reimbursement amount has changed now that the work has been completed and final quantities have been determined.

Partnership Academy Cost-Share/Reimbursement

- The City's 65th Street Reconstruction Project includes installation of a new 6" water service from 65th St to Partnership Academy (6500 Nicollet Ave). This work would occur primarily within Partnership Academy property and the City acquired a Waiver of Trespass to perform the work as part of the 65th Street Reconstruction Project.
- Partnership Academy is constructing a new building addition that required relocation of the existing water main and water service on their property.
- Partnership Academy has installed and performed their utility work in tandem with the City during the summer of 2022 while the first phase of the 65th St Reconstruction project was underway.
- The City has agreed to reimburse Partnership Academy the cost for any work in the 65th Street Reconstruction Project plans that is constructed by Partnership Academy. The reimbursement is based on both the 65th Street Reconstruction Project bid item costs, in addition to the unanticipated costs that arose during construction. This negotiated amount is what the City would have paid for the utility work had Partnership Academy not undertaken construction of an addition.
- The finalized cost-share/reimbursement amount is \$36,665.70 and the cost breakdown is included with this staff report.
- The previously approved reimbursement amount was \$31,311.20.

RECOMMENDED ACTION:

By Motion: Authorize the Mayor and City Manager to execute a cost-share/reimbursement agreement with Partnership Academy for the installation of a water utility service line that was completed in

tandem with the City's 65th Street Reconstruction Project, due to expansion of the Partnership Academy campus.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

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

- The 65th Street Reconstruction Project is identified in the City's Capital Improvement Program and Five-Year Street Reconstruction Plan.
- Approval of this cost-share/reimbursement agreement is consistent with City Council Strategic Priority/Outcome 3a (City infrastructure supports the needs of the community).

C. CRITICAL TIMING ISSUES:

- Partnership Academy's addition construction began in summer 2022 and the utility work was completed in late 2022.
- Timely reimbursement will allow Partnership Academy to pay their contractors and complete their project.
- The City's finance department has requested any payments for work that occurred in 2022 be paid prior to February 28th, 2023.

D. FINANCIAL IMPACT:

- The cost-share/reimbursement will be paid using the project funds already dedicated to the installation of the water service line on the Partnership Academy campus.
- The final cost-share/reimbursement amount is \$36,665.70 and the cost breakdown is included with this staff report.
- The previously approved reimbursement amount was \$31,311.20.
- The net increase of \$5,354.50 is due largely to a gate valve connection and related concrete replacement that the City required as part of the installation.

E. LEGAL CONSIDERATION:

The City Attorney drafted the final cost-share/reimbursement agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

| Description | Type |
|-------------------------------|--------------------|
| ▢ Reimbursement Agreement | Contract/Agreement |
| ▢ Exhibit A - Plans and Specs | Exhibit |
| ▢ Exhibit B - Cost Breakdown | Exhibit |

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this “**Agreement**”) is effective this ____ day of _____, 2023, by and between the City of Richfield, a Minnesota municipal corporation (the “**City**”) and Partnership Academy, Inc., a Minnesota nonprofit corporation (“**Partnership Academy**”).

RECITALS

A. The City undertook a street improvement project that included improvements to West 65th Street (the “**City Project**”);

B. The City Project included the installation by Partnership Academy of a new 6-inch (6”) water service from West 65th Street to Partnership Academy, located at 6500 Nicollet Ave, Richfield, MN 55423 (the “**Work**”);

C. Partnership Academy has completed the Work. The City has agreed to reimburse Partnership Academy for the actual costs Partnership Academy incurred related to the Work.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Project Design and Contract Administration. Any final plans and specifications, and any material changes to such plans and specifications, will be submitted to the City Engineer for approval and attached to this Agreement as Exhibit A. Partnership Academy will pay any contractors and all other expenses related to the construction of the Work and keep and maintain complete records of such costs incurred. If defects related to the Work are discovered during any applicable correction period or warranty period that is provided for in the agreement between Partnership Academy and any contractor, Partnership Academy will use reasonable efforts to ensure that such defects are corrected pursuant to the terms of such an agreement.

2. Reimbursement. The City agrees that it will reimburse Partnership Academy **\$36,665.70** for the actual costs Partnership Academy incurred for the Work, as listed in the attached Exhibit B. This amount shall constitute the full and final payment by the City for the Work. The City must make full payment to Partnership Academy for the Work costs within 60 days after receiving an invoice for the Work.

3. Review of Plans and Specifications. The City will retain the right to review any plans and specifications, including for any material changes to such plans and specifications or for any defects, that are subject to this Agreement.

4. Term and Termination. This Agreement will commence as of the date first written above and, unless terminated earlier as provided herein, will remain in full force and effect until modified or amended by written agreement of the parties.

5. Remedies for Breach. In the event of a breach of this Agreement, a party may, upon 30 days written notice to the other party, take whatever action at law, in equity, or administratively that may appear necessary, appropriate, or desirable to specifically enforce performance and observance of any obligation, agreement, or covenant under this Agreement, or to collect damages for any amounts of money suffered because of a breach of this Agreement.

6. Indemnification. The City agrees to hold harmless, indemnify, and defend Partnership Academy, its officers, employees, and agents against all claims, expenses, and liabilities incurred, including reasonable attorneys' fees, arising out of, or in any way related to, the acts or omissions of the City, its officials, employees, contractors, or agents in furtherance of its responsibilities under this Agreement. Partnership Academy agrees to hold harmless, indemnify, and defend the City, its officials, employees, contractors, and agents against all claims, expenses, and liabilities incurred, including reasonable attorneys' fees, arising out of, or in any way related to, the acts or omissions of the Partnership Academy, its officers, employees, contractors, or agents in furtherance of its responsibilities under this Agreement. This provision will not be deemed a waiver of any statutory immunities or liability limits available to the City under law.

7. Compliance with Laws. In performing their duties and obligations hereunder, the parties will comply with all applicable state, federal, and local laws, ordinances, and regulations.

8. Data Practices Compliance. Data provided, produced, or obtained under this Agreement will be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Partnership Academy will immediately report to the City any requests from third parties for information relating to this Agreement. Partnership Academy agrees to promptly respond to inquiries from the City concerning data requests.

9. Audit. Partnership Academy must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to Partnership Academy's books, records, documents, and accounting procedures and practices that are pertinent to all Work under this Agreement for a minimum of six years from the termination of this Agreement.

10. Notices. Any notice or correspondence to be given under this Agreement will be deemed to be given if delivered personally or sent by U.S. certified mail, return receipt requested to the following addresses with a copy sent via email to the following email addresses:

a. As to the City: City of Richfield
6700 Portland Ave
Richfield, MN 55423
Attn: City Engineer
Email: jpowers@richfieldmn.gov

b. As to Partnership Academy: Partnership Academy
6500 Nicollet Ave,
Minneapolis, MN 55423
Attn: _____
Email: _____

11. Binding Effect and Governing Law. This Agreement is binding on the parties and their respective successors and assigns and will be governed by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement will be heard in the state or federal courts of Minnesota. The parties waive any objections to jurisdiction.

12. Severability. The invalidity or unenforceability of any provision in this Agreement will not in any way affect the validity or enforceability of any other provision, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions had never been part of the Agreement.

13. Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

14. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

15. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties concerning the Work. Unless otherwise provided in this Agreement, any other agreements or understandings, whether oral or written, with respect to such matters are superseded and revoked. This Agreement may not be modified or amended except by a writing signed by each party.

IN WITNESS WHEREOF, the parties have entered into this Agreement, effective the date first above written.

THE CITY OF RICHFIELD:

By: _____

Its: Mayor

Date: _____

By: _____

Its: City Manager

Date: _____

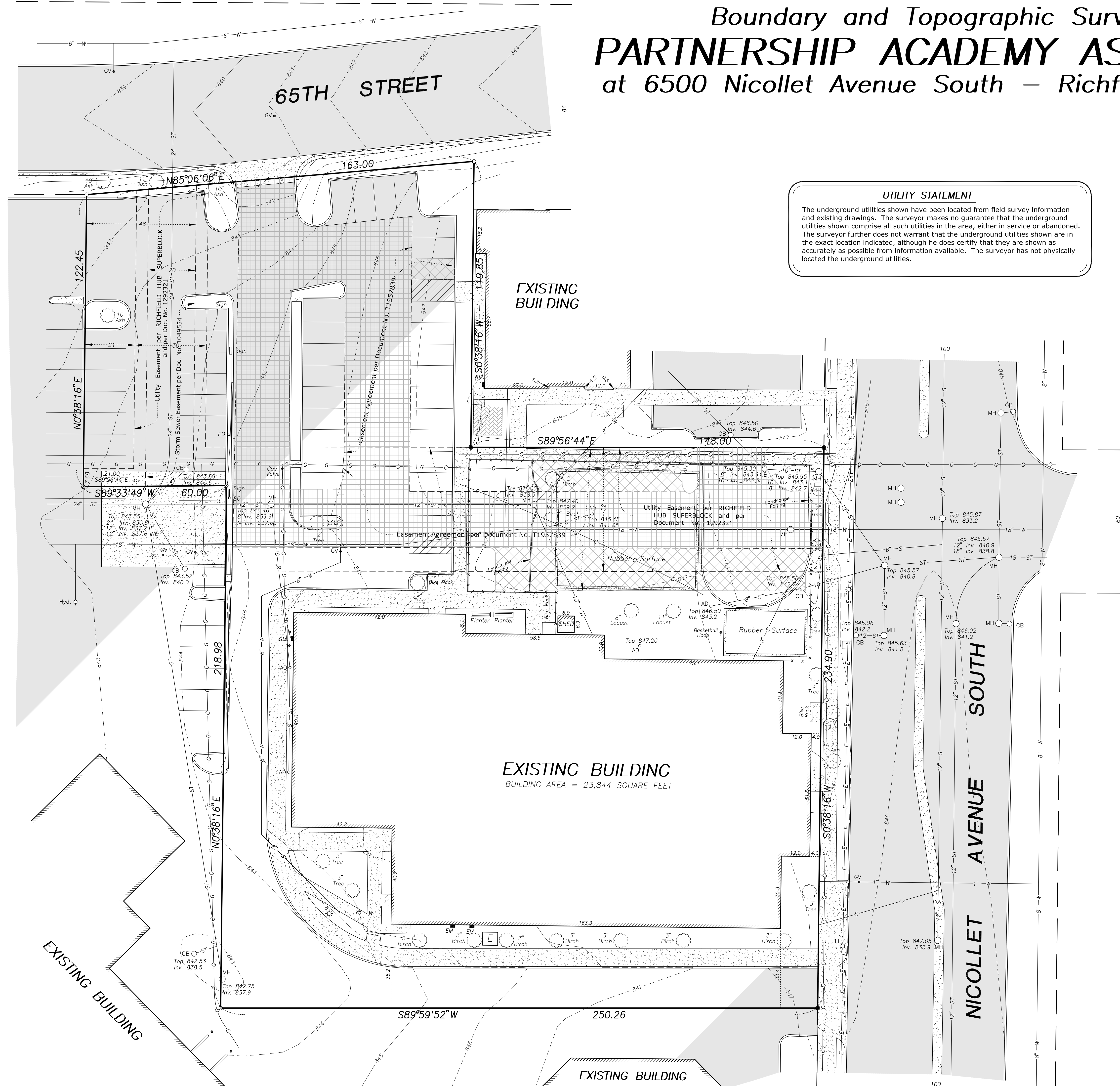
PARTNERSHIP ACADEMY:

By: _____

Its: _____

Date: _____

Boundary and Topographic Survey for:
PARTNERSHIP ACADEMY ASSOCIATION
at 6500 Nicollet Avenue South – Richfield, Minnesota

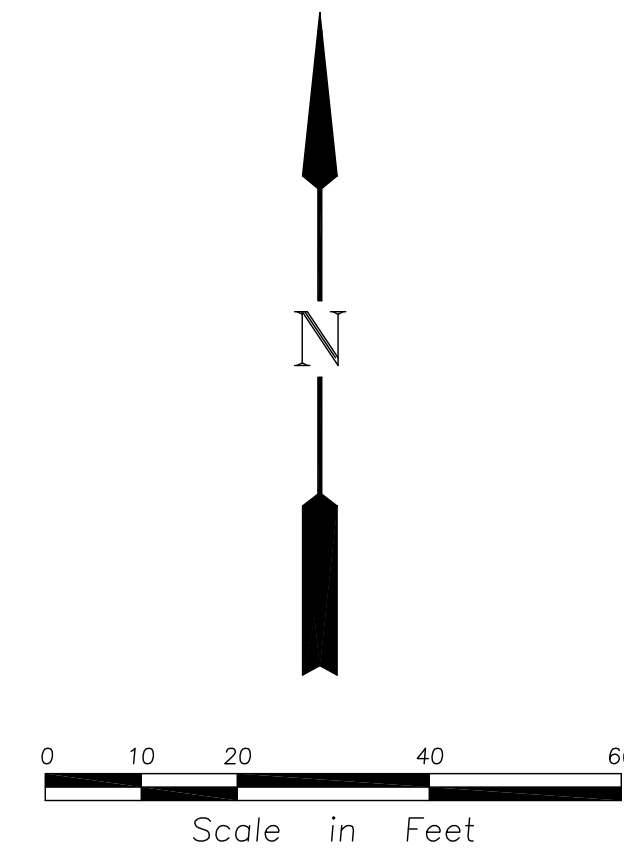


UTILITY STATEMENT

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are shown as accurately as possible from information available. The surveyor has not physically located the underground utilities.

LEGEND

- Iron Monument Found
- Iron Monument Set
- ⊙ PK Nail Set
- S— Sanitary Sewer
- ST— Storm Sewer
- W— Watermain
- Hyd. ⚡ Hydrant
- GV ● Gate Valve
- MH ○ Manhole
- CB ○ Catch Basin
- AD ○ Catch Basin
- Inv. Invert Elevation
- Guard Post
- GL ✖ Ground Light
- ⊞ Electrical Transformer
- EO ○ Electrical Outlet
- CD Communications Pedestal
- HH □ Handhole
- Concrete Surface
- Bituminous Surface
- Brick Paver Surface
- G— Buried Gas
- C— Buried Communications
- E— Buried Electric
- GM ■ Gas Meter
- EM ■ Electric Meter
- Access Easement per Document No. T1957839
- Parking Easement per Document No. T1957839
- X— Iron Fence



NOTES

- * Bearings shown are based on the plat of RICHFIELD HUB SUPERBLOCK.
- * Utilities shown are from information furnished by the City of Richfield and respective utility companies in response to Gopher State One Call Ticket No. 213191380 and are verified where possible.
- * Contact Gopher State One Call for utility locations before any construction shall begin. Phone 651-454-0002.
- * Area = 78,102 square feet (1.79 acres).
- * Zoning: PC-2 (Planned General Business) per letter from the City of Richfield Community Development dated June 18, 2018.
- * This property is located in Flood Zone X (area outside 0.2% annual chance floodplain) per Flood Insurance Rate Map Number 27053C0369F dated November 4, 2016.
- * Matters of record taken from Stewart Title Guaranty Company Commitment Number 64252.

PROPERTY DESCRIPTION

Lot 1, Block 1, RICHFIELD HUB SUPERBLOCK, according to the recorded plat thereof, Hennepin County, Minnesota.

Abstract and Torrens Property

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

Dated this 24th day of November, 2021

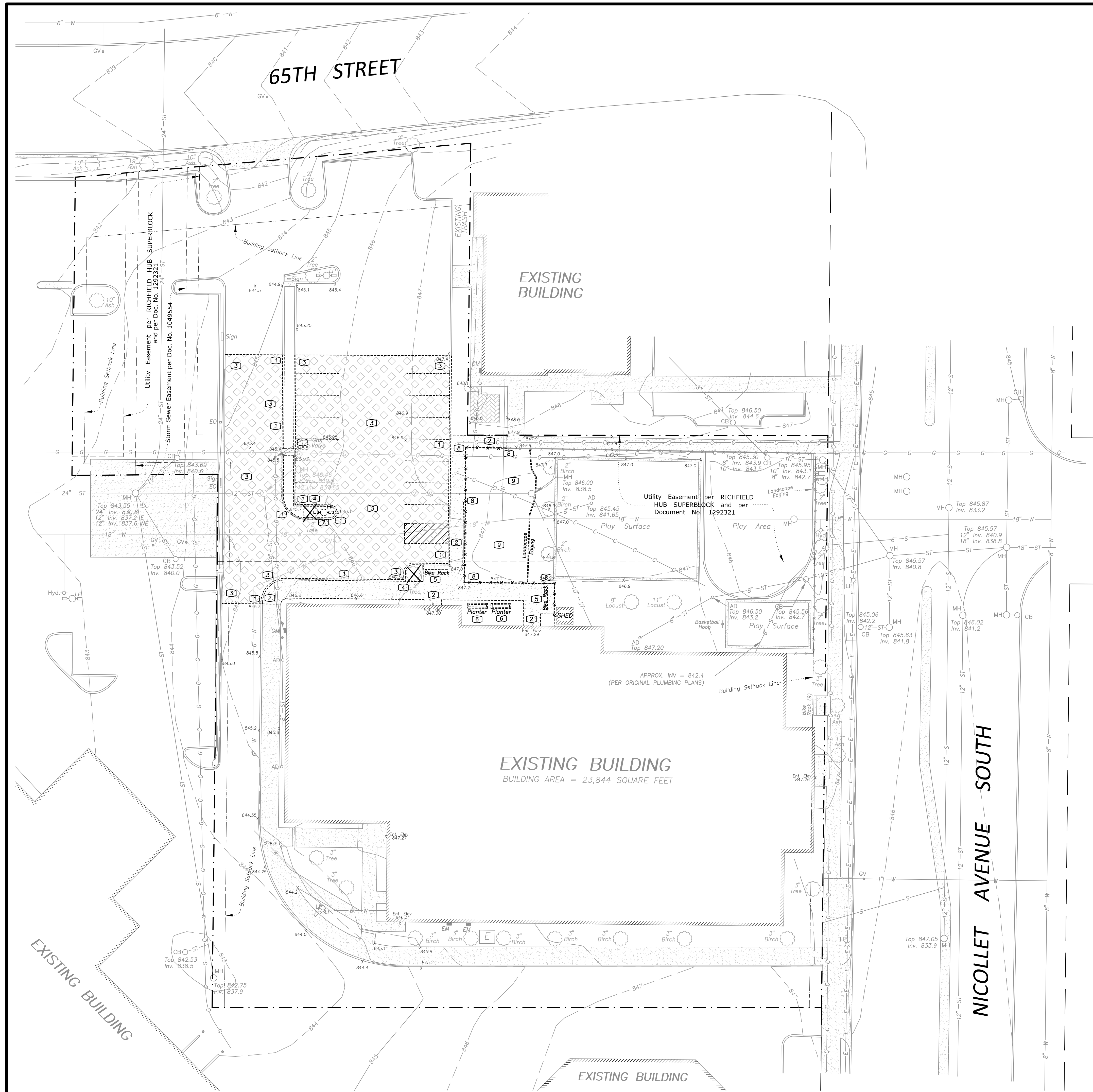
REHDER & ASSOCIATES, INC.

Gary C. Huber
Gary C. Huber, Land Surveyor
Minnesota License No. 22036

Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

JOB: 214-3038.012



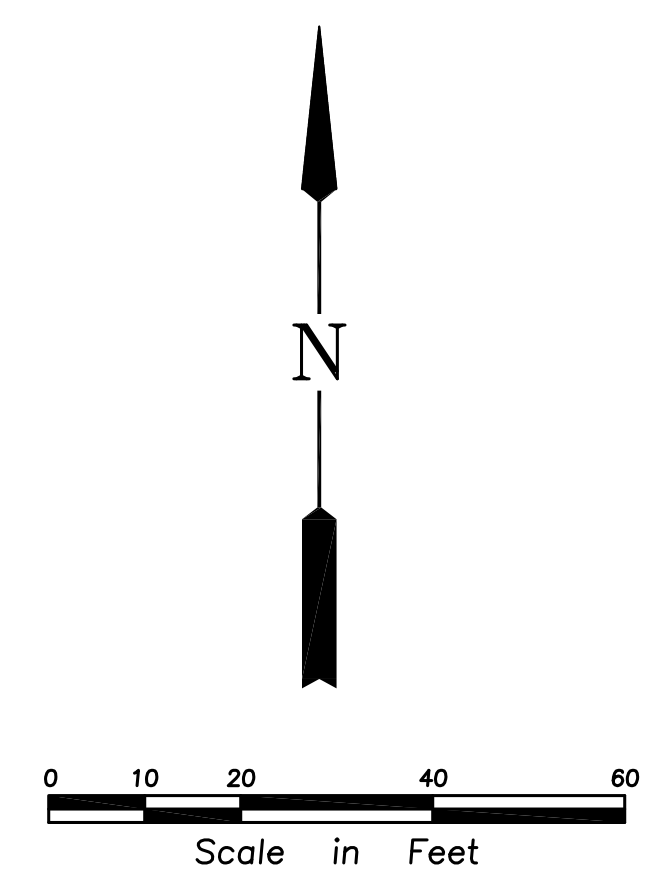
NOTE: SEE ARCHITECTURAL FOR DEMOLITION OF EXISTING BUILDING

NOTE: CONTRACTOR TO COORDINATE REMOVAL/ABANDONMENT AND RELOCATION OF EXISTING POWER POLES, OVERHEAD ELECTRIC LINES, BURIED ELECTRIC LINES, BURIED COMMUNICATION LINES AND BURIED GAS LINES WITH THE APPROPRAITE UTILITY COMPANY.

NOTE: SEE UTILITY PLAN FOR REMOVAL OF EXISTING UTILITIES

- DEMOLITION NOTES
- 1 - Remove concrete curb & gutter
 - 2 - Remove concrete pavement
 - 3 - Remove bituminous pavement
 - 4 - Remove tree
 - 5 - Remove & salvage bike rack
 - 6 - Remove planter
 - 7 - Remove light pole (By Others)
 - 8 - Remove fence
 - 9 - Remove play equipment and salvage for installation

- LEGEND
- BITUMINOUS TO BE REMOVED
 - CONCRETE TO BE REMOVED
 - EXISTING TREE TO BE REMOVED
 - W - EXISTING WATERMAIN
 - S - EXISTING SANITARY SEWER
 - ST - EXISTING STORM SEWER
 - G - EXISTING BURIED GAS LINE
 - E - EXISTING BURIED ELECTRIC LINE
 - C - EXISTING BURIED COMMUNICATION LINE



REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Richfield, MN 55126
Telephone 651-452-5051
www.rehder.com

PROJECT NO.: 211-3038-013 DRAWING FILE: 3038013.DWG

1 hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: Nicholas P. Adam Date: 5-10-22
Name: Nicholas P. Adam Reg. No.: 43856

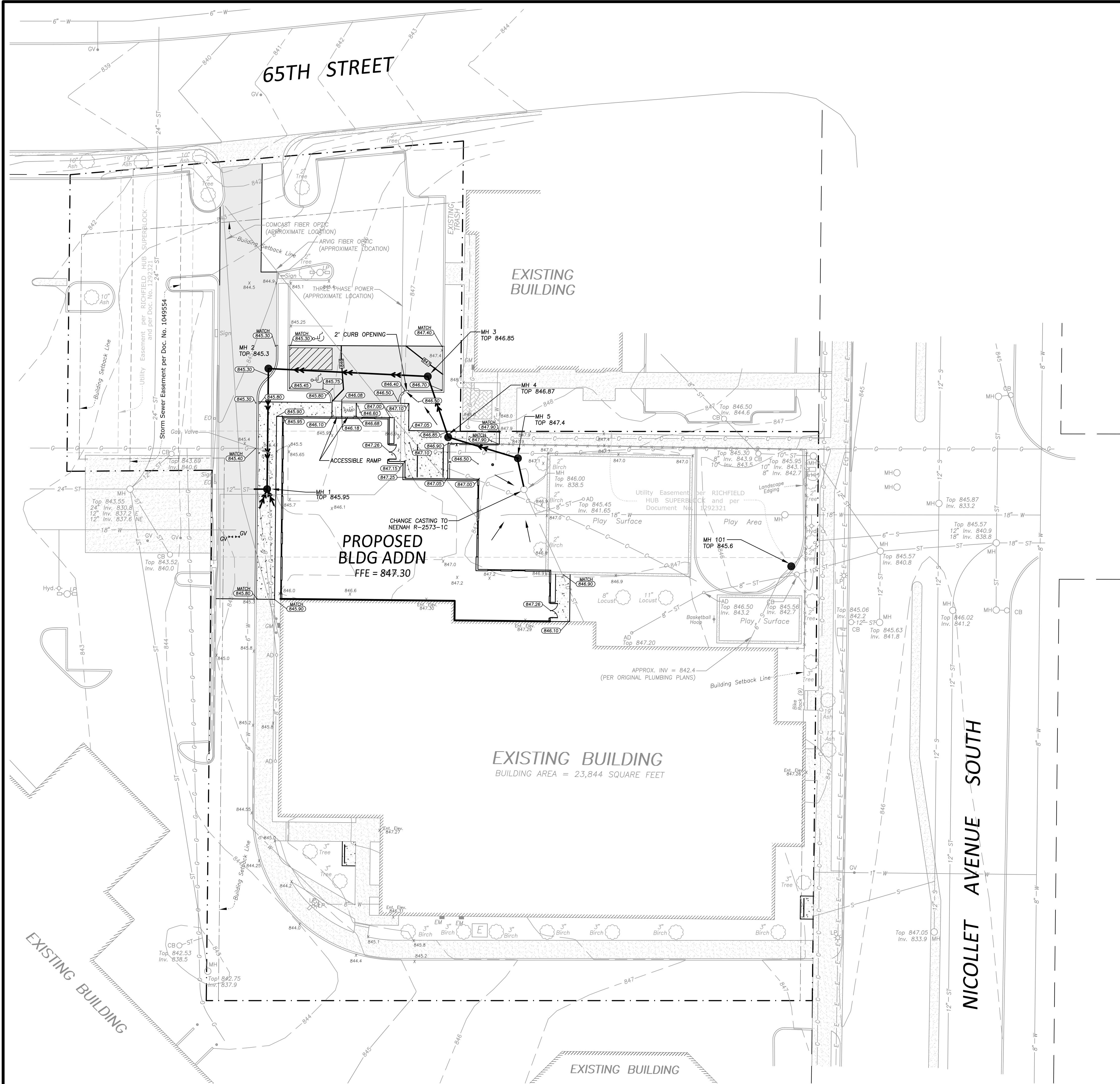
Issued

CITY SUBMITTAL FOR PERMIT

12-27-21
5-10-22

SITE DEMOLITION PLAN
PARTNERSHIP ACADEMY ADDITION
CITY OF RICHFIELD

SHEET NUMBER
C1



- ### GRADING NOTES
- 1 - All elevations shown are to final surfaces.
 - 2 - Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.
 - 3 - Contractor to provide an ADA accessible route to the existing building at all times.
- ### EROSION CONTROL NOTES
- 1 - Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
 - 2 - All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
 - 3 - Sweep paved public streets as necessary where construction sediment has been deposited.
 - 4 - Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - 5 - Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
 - 6 - The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
 - 7 - All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
 - 8 - Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

LEGEND

- PROPOSED MANHOLE
- PROPOSED GATE VALVE
- PROPOSED STORM SEWER
- ▨ PROPOSED CONCRETE
- ▩ PROPOSED STD. DUTY BITUMINOUS
- ▩ PROPOSED HEAVY DUTY BITUMINOUS
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- SILT FENCE
- INLET PROTECTION DEVICE
- BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- - - BUILDING/PARKING SETBACK LINE
- DRAINAGE ARROW
- W EXISTING WATERMAIN
- S EXISTING SANITARY SEWER
- ST EXISTING STORM SEWER
- G EXISTING BURIED GAS LINE
- E EXISTING BURIED ELECTRIC LINE
- C EXISTING BURIED COMMUNICATION LINE
- 980 EXISTING CONTOUR
- x 995.50 EXISTING ELEVATION

N

0 10 20 40 60
Scale in Feet

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Minneapolis, MN 55412
Telephone 612-452-5051
www.rehder.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Nicholas P. Adam Date 6-28-22 Reg. No. 43886

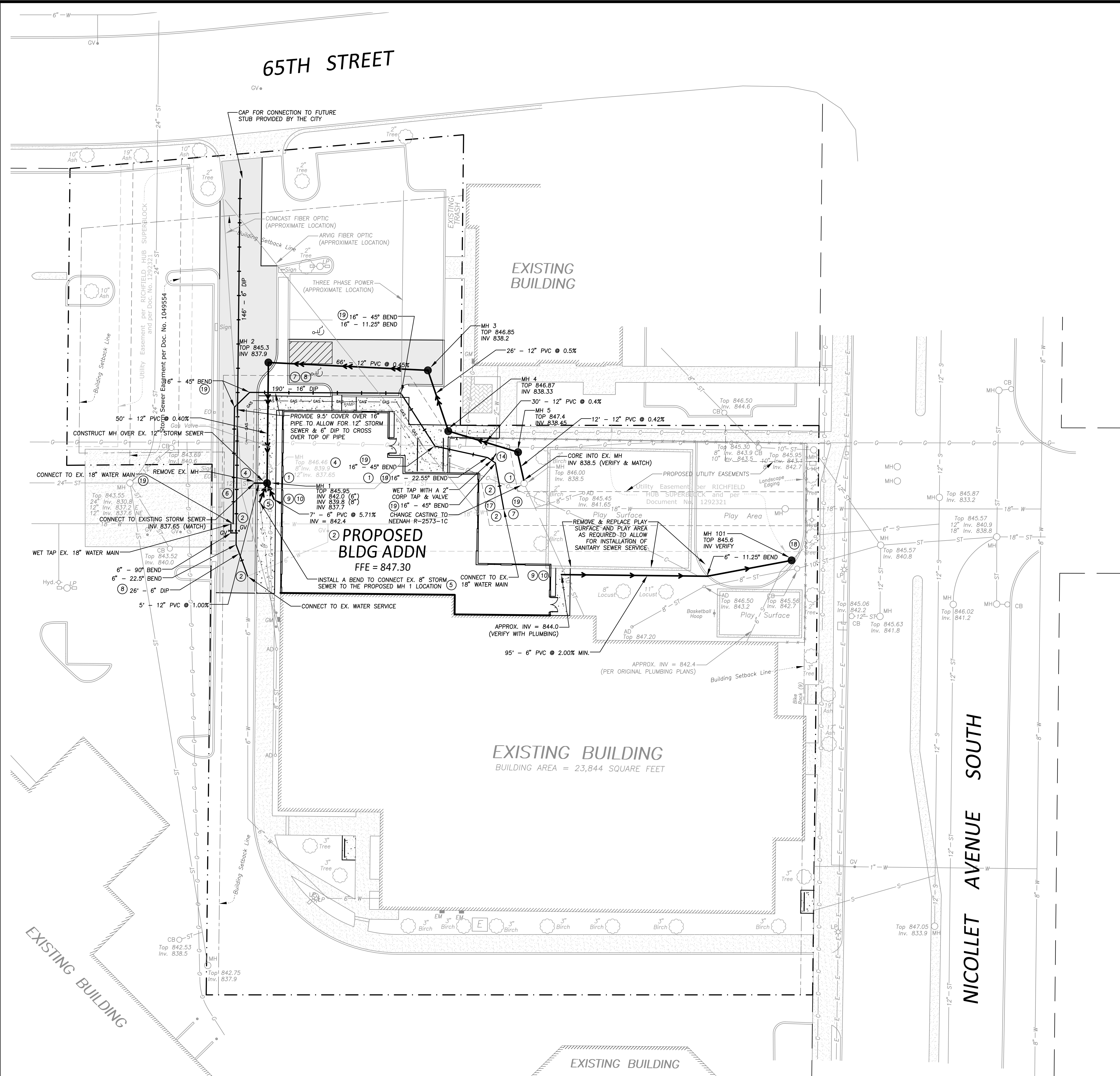
Name Nicholas P. Adam Reg. No. 43886

| Issued | |
|---------------------------|----------------------|
| CITY SUBMITTAL FOR PERMIT | ADDRESS AND COMMENTS |
| 12-27-21 | |
| 5-10-22 | |
| 6-28-22 | |

GRADING, DRAINAGE & EROSION CONTROL PLAN
PARTNERSHIP ACADEMY ADDITION
CITY OF RICHFIELD

SHEET NUMBER

C3



UTILITY NOTES

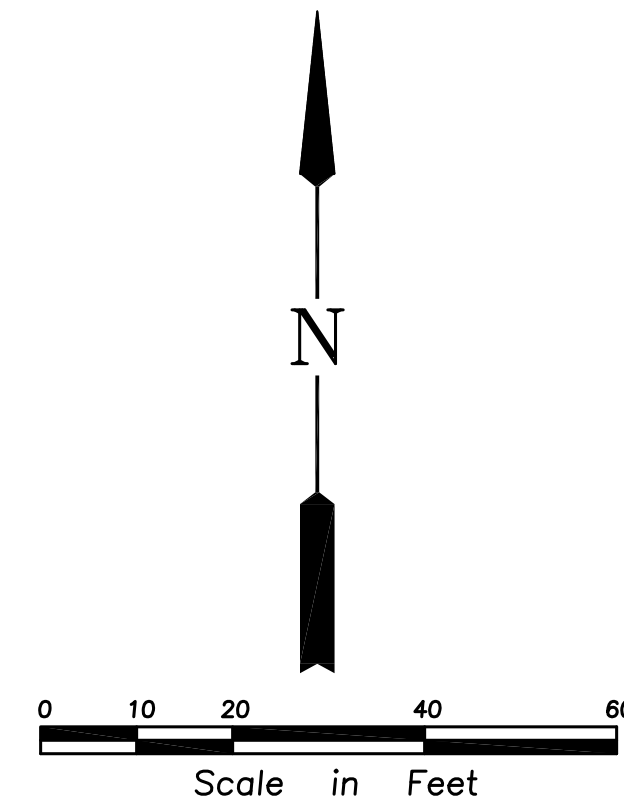
- 1 - Remove storm sewer pipe
- 2 - Remove water main
- 3 - Remove gas main
- 4 - Remove storm sewer structure
- 5 - Reroute existing 8" storm sewer to proposed manhole
- 6 - Maintain a minimum of 18" vertical separation between watermain and sewer.
- 7 - The shutdown of the 18" watermain within the property will need to be coordinated with Richfield Utility Staff.
- 8 - All watermain to have a minimum of 7.5' of cover.
- 9 - All sewer services to extend to a point 5' from proposed building.
- 10 - Verify all service locations and inverts with mechanical engineer before construction.
- 11 - PVC Pipe connections into all concrete structures shall be made with water tight materials, utilizing an A-Lok or WaterStop gasket or boot, cast-in-place rubber boot, or approved equal. Where the alignment precludes the use of the above approved watertight methods, Con Seal 231 waterstop sealant, or approved equal will only be allowed as approved by the Engineer.
- 12 - PVC storm sewer shall be Schedule 40
- 13 - Water-tight resilient joints must be used at all connections, including structures.
- 14 - Connect to existing 2" copper water service servicing the medical building to the north.
- 15 - Test and disinfect water main per City requirements prior to placing it online.
- 16 - Wet taps shall utilize a heavy duty tapping sleeve.
- 17 - Contractor to provide a plan for a temporary 2" water service connection for the existing building to the north.
- 18 - Construct manhole over existing sanitary sewer. Verify ex. invert and contact engineer with elevation before proceeding.
- 19 - Concrete thrust blocking is required at all bends, tees & plugs per details WTR-09 & 1/C7.

CATCH BASIN/MANHOLE SCHEDULE

| STRUCTURE NO. | BARREL SIZE | NEENAH CASTING NO. |
|---------------|-------------|--------------------|
| MH 1 | 48" | R-1642B |
| MH 2 | 48" | R-1642B |
| MH 3 | 48" | R-1642B |
| MH 4 | 48" | R-1642B |
| MH 5 | 48" | R-1642B |
| MH 101 | 48" | R-1642B |

LEGEND

- PROPOSED MANHOLE
- ⋈ PROPOSED GATE VALVE
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- ▭ PROPOSED CONCRETE
- ▭ PROPOSED STD. DUTY BITUMINOUS
- - - BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- - - BUILDING/PARKING SETBACK LINE
- W — EXISTING WATERMAIN
- S — EXISTING SANITARY SEWER
- ST — EXISTING STORM SEWER
- G — EXISTING BURIED GAS LINE
- E — EXISTING BURIED ELECTRIC LINE
- C — EXISTING BURIED CABLE LINE



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Civil Engineers & Land Surveyors

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Richfield, MN 55126
Telephone 651-452-5051
www.rehder.com

PROJECT NO: 211-3036.013 DRAWING FILE: 3036013.DWG

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Nicholas P. Adam

Date 6-28-22

Name Nicholas P. Adam

Reg. No. 43856

Issued

CITY SUBMITTAL

FOR PERMIT

ADDRESS AND DOLI COMMENTS

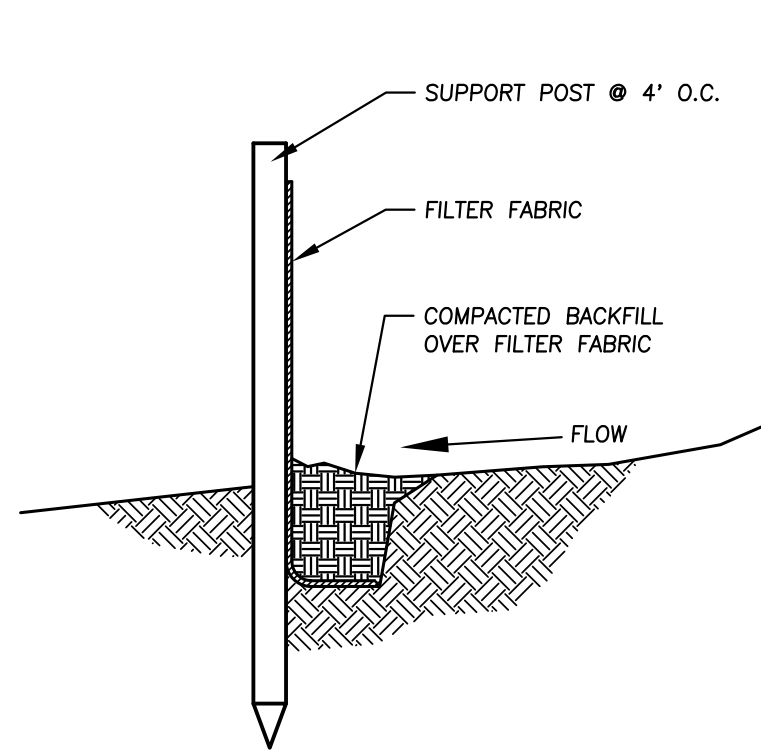
UTILITY PLAN

PARTNERSHIP ACADEMY ADDITION

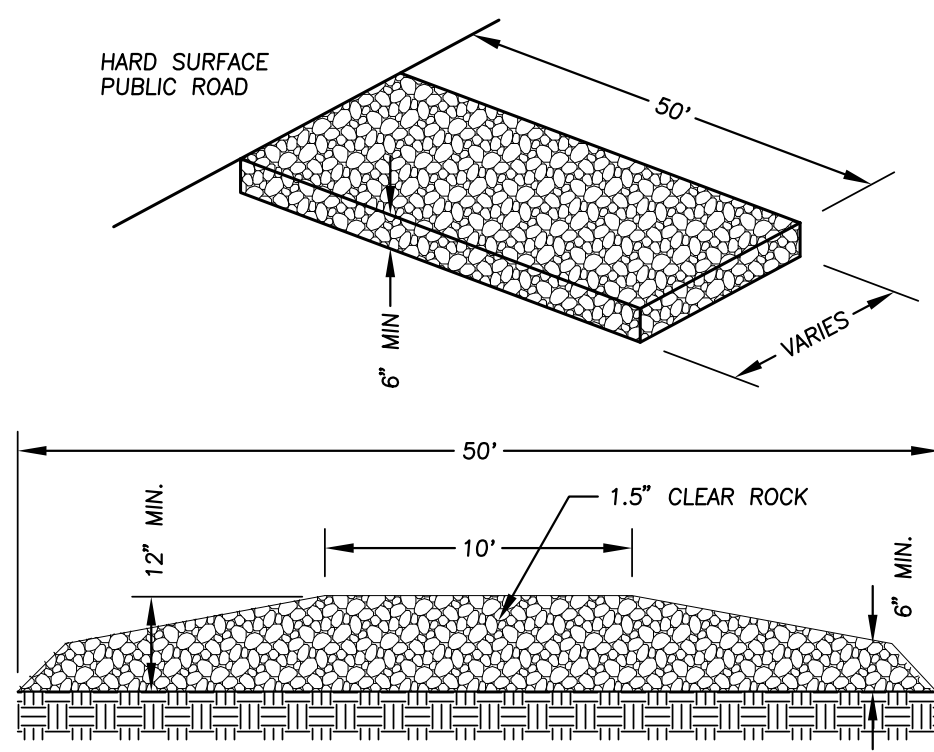
CITY OF RICHFIELD

SHEET NUMBER

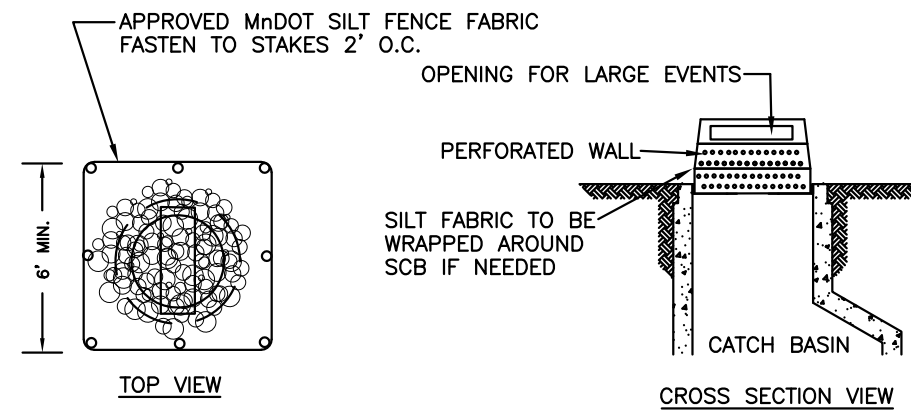
C4



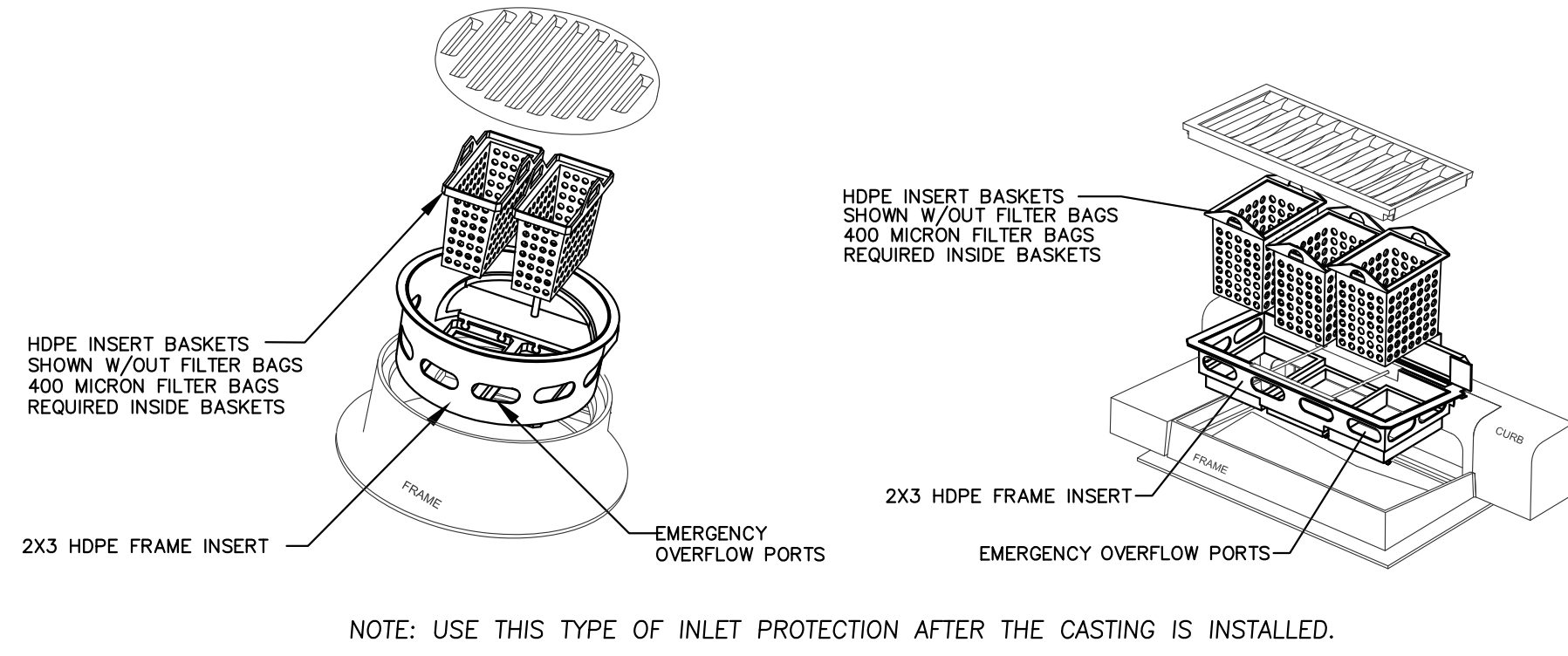
1
C5
SILT FENCE
NO SCALE



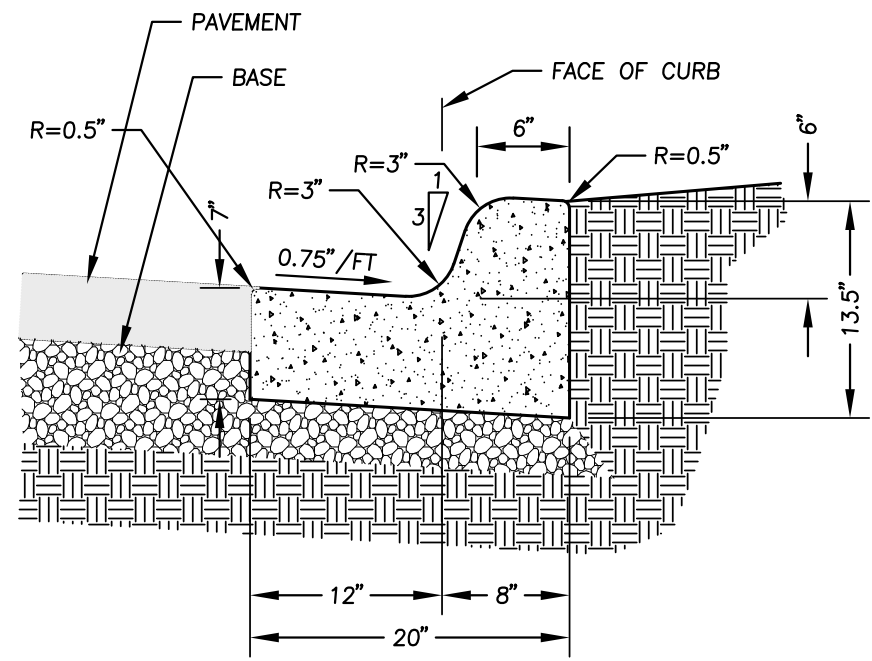
2
C5
ROCK CONSTRUCTION ENTRANCE
NO SCALE



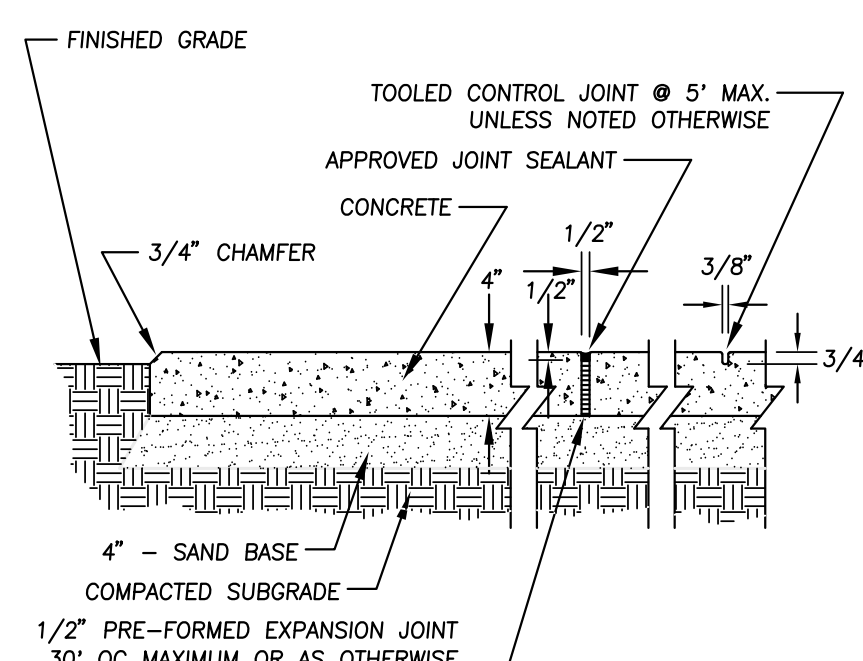
3
C5
INLET PROTECTION
(INFRA SAFE OR EQUAL)
NO SCALE



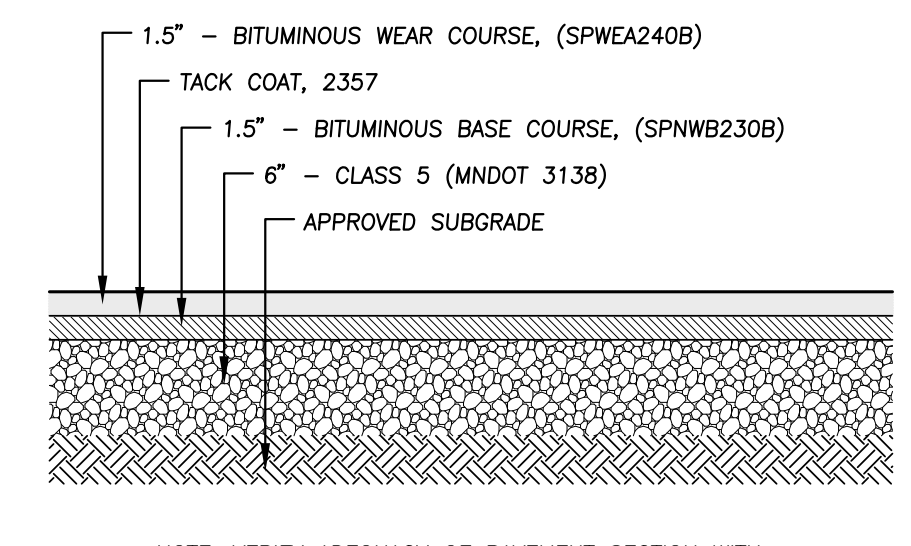
4
C5
INLET PROTECTION
(INFRA SAFE OR EQUAL)
NO SCALE



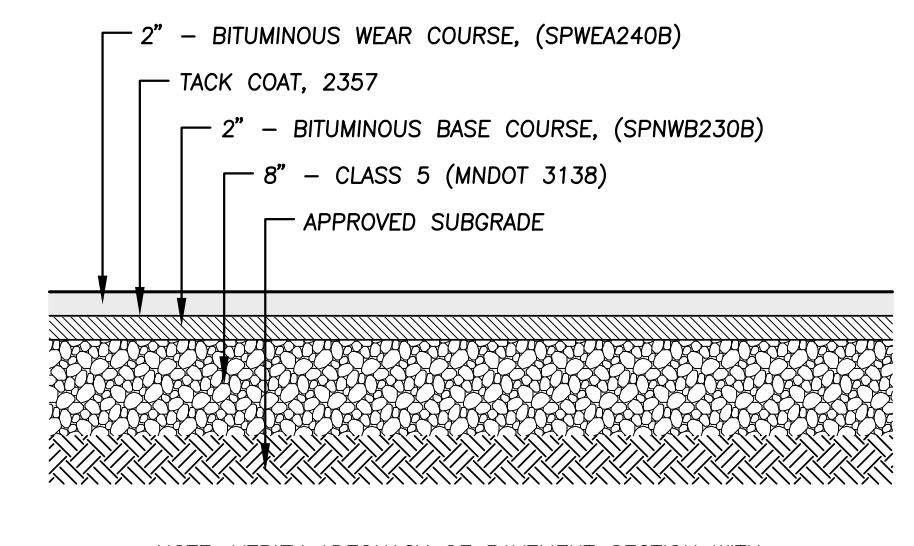
5
C5
B612 CONCRETE CURB & GUTTER
NO SCALE



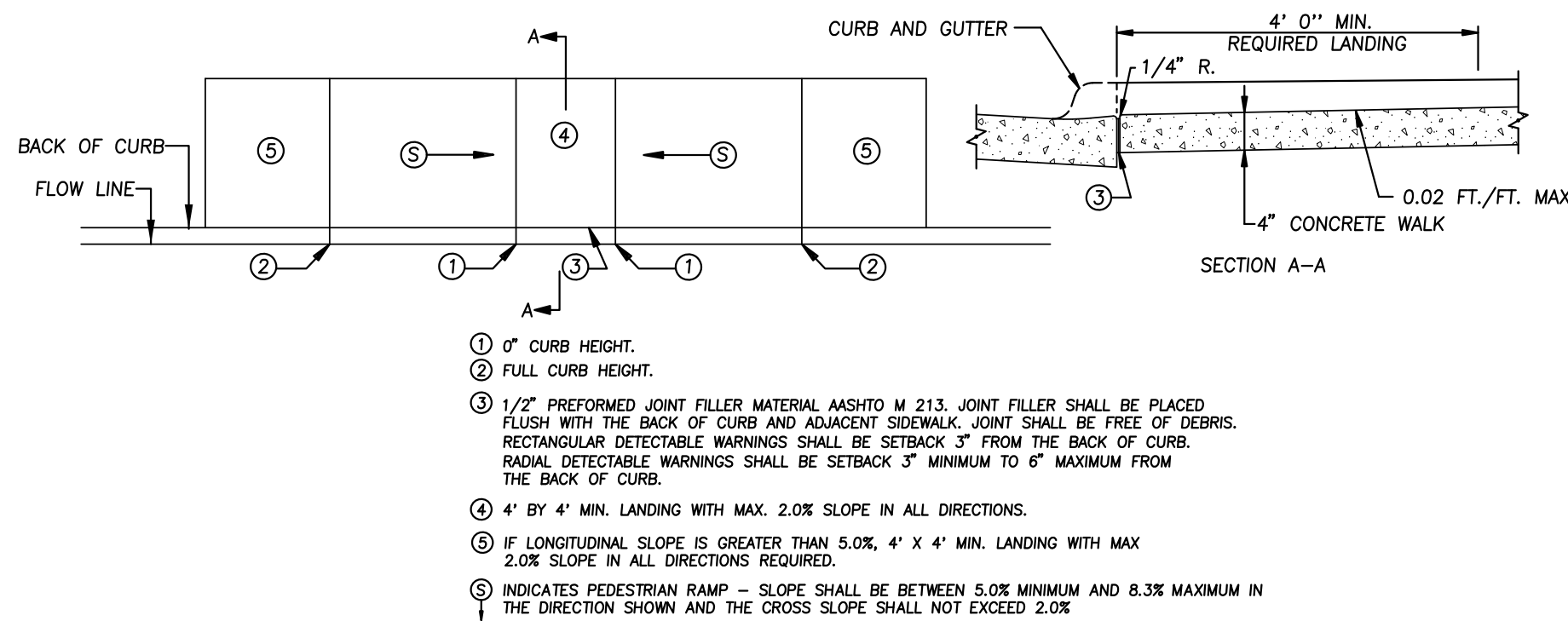
6
C5
CONCRETE SIDEWALK
NO SCALE



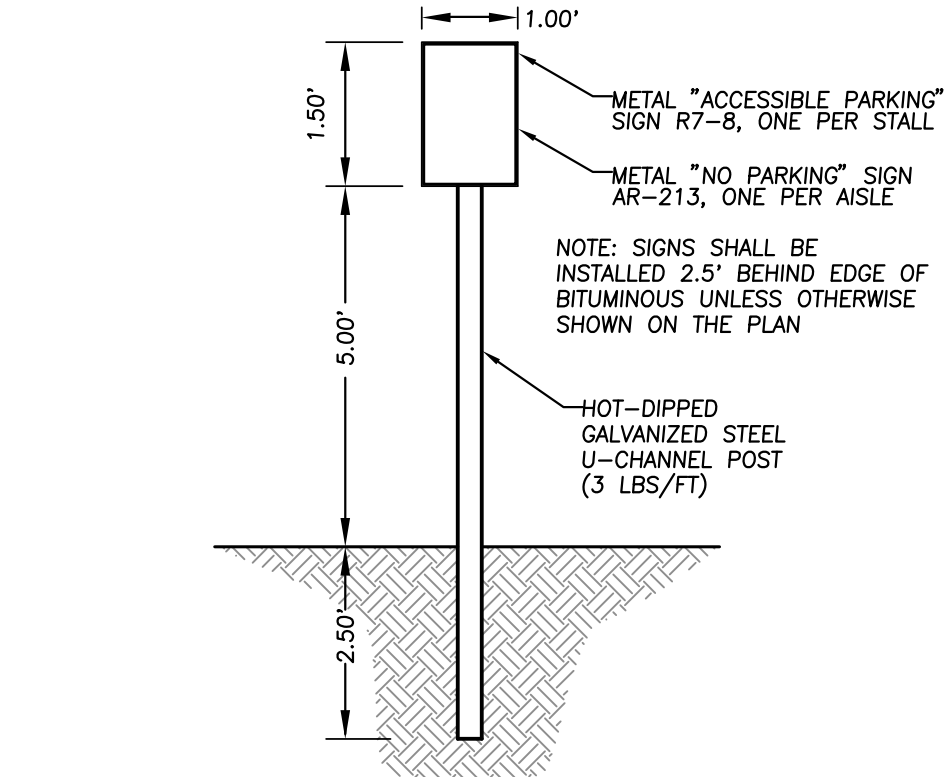
7
C5
STANDARD PAVEMENT SECTION
NO SCALE



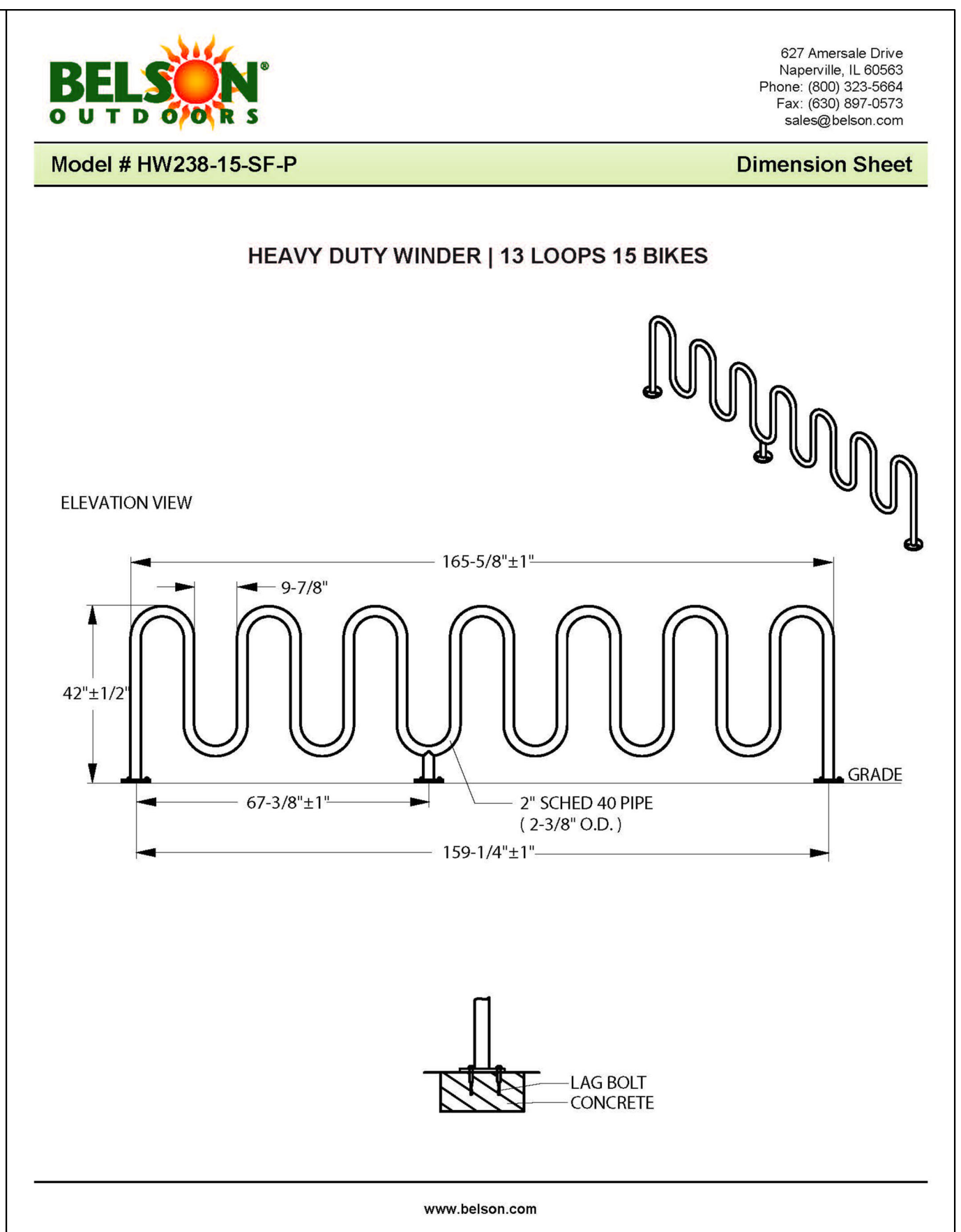
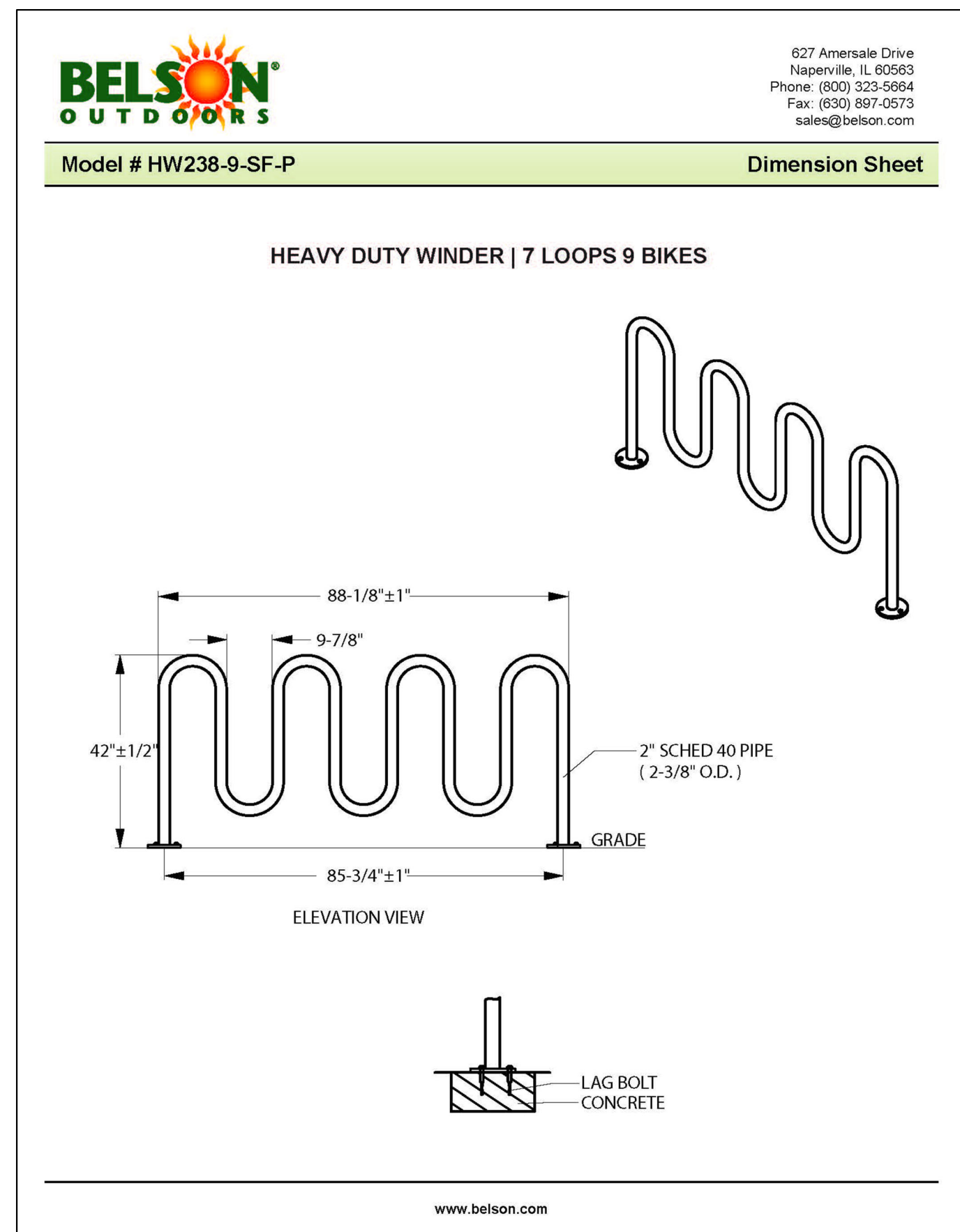
8
C5
HEAVY DUTY PAVEMENT SECTION
NO SCALE



9
C5
PEDESTRIAN RAMP
NO SCALE



10
C5
ACCESSIBLE PARKING SIGN AND POST
NO SCALE



GENERAL

- A. Before construction begins, the Contractor will contact all utility companies, both public and private and have them locate all utilities within the construction limits.
- B. The Contractor shall be responsible for arranging all required inspections with the governing authority that has jurisdiction over the work that is to be performed.
- C. The Contractor shall stay within the construction limits unless approved otherwise by the Owner and or Engineer. Construction limits are defined by the property boundary unless shown different on the plan.
- D. The Contractor shall be responsible for protecting all existing structures, utilities, trees, etc. from damage during construction.
- E. The Contractor shall be responsible for correcting any damage (at Contractor's expense).
- F. Any discrepancies found on the site that affect the proposed work shall be reported to the Owner and/or Engineer before the completion of any additional work.
- G. No soils report provided. Subgrade soils assumed adequate for the proposed construction.
- H. Existing Topography and Boundary Survey provided by Rehder & Associates, Inc.

I. GENERAL

- A. Remove trees, shrubs, grass, and other vegetation or obstructions, as required, to permit installation of improvements shown on the Plans.
- II. EXECUTION
- A. Trees and stumps shall be hauled from the site. Burial on-site or burning of trees and stumps will not be allowed.
- B. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
- C. Topsoil shall be stripped from disturbed areas and stockpiled in piles not exceeding 8'-feet in depth.
- D. Remove all back dirt and unsuitable material from under drives and roadways within 3'-feet of final pavement subgrade.
- E. Remove all waste materials and unsuitable or excess topsoil from Owner's property.

I. GENERAL

- A. All grading, erosion control and turf establishment shall be according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- B. All erosion control measures shown on the plans must be installed prior to commencement of grading operations and maintained until all areas altered on the site have been restored.
- C. All areas disturbed by construction shall be restored with seed and disked mulch, sod, wood fiber blanket, or be hard surfaced within two weeks of substantial completion of construction.
- D. Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations. Remove all excess and unsatisfactory material from the site.
- E. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- F. Compaction shall not be less than the following percentages of maximum dry density according to ASTM D 698:
 - i. Under structures, building slabs, steps, and pavements, compact the top 12 inches below subgrade and each layer of backfill or fill material at 100 percent maximum dry density.
 - ii. Under walkways, compact the top 6 inches below subgrade and each layer of backfill or fill material at 100 percent maximum dry density.
 - iii. Under lawn or unpaved areas, compact the top 6 inches below subgrade and each layer of backfill or fill material at 95 percent maximum dry density.
- G. Grades as shown on the plan are to finished grade.
- H. Backfill trenches involving utilities under building slabs to be designed by Others (per their requirements).

- A. Satisfactory soils include ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2-inches in any dimension, debris waste, frozen materials, vegetation and other deleterious matter.
- B. Unsatisfactory soils include ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. All backfill and fill materials must be satisfactory soil materials.
- D. Topsoil shall be per ASTM D 5268, free of stones 1" or larger.
- E. Subbase and base material must be a naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand meeting MNDOT Specifications for Class 5 gravel.
- F. Spring/Summer temporary turf establishment: seed shall be MNDOT Mixture 110 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- G. Winter temporary turf establishment: seed shall be MNDOT Mixture 100 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- H. Provide fresh, clean, strongly rooted sod not less than 2 years old with a uniform thickness of not less than 2 inches and free of weeds.

- A. Fill under buildings shall be compacted to meet Soil Engineer's recommendations.
- B. Place 4-inches of topsoil over all areas to be re-established with turf.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Place inlet protection devices in catch basins and maintain until all areas disturbed have been restored.
- E. Wherever construction vehicle access routes intersect paved public roads, provisions must be made to minimize the transport of sediment (mud) by runoff or vehicles tracking onto the paved road surface. Where sediment is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day. Sediment shall be removed by shoveling or sweeping and be transported to a sediment controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.

E. GENERAL

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
 - B. Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.
- II. PRODUCTS
- A. Use coarse and fine aggregate materials and gradations that have performed satisfactorily in previous installations.
 - B. Provide a base and wear course as indicated on the plan unless otherwise specified.
 - C. Provide a tack coat as indicated on the plan unless otherwise specified.
- III. EXECUTION
- A. Verify that the subgrade is dry and in suitable condition to support paving and imposed loads.
 - B. The Contractor shall furnish a tandem truck loaded with a minimum of 14-tons to check the completed subgrade and/or aggregate base for soft spots prior to placement.
 - C. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.
 - D. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement.
 - E. Provide an average density of 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent
 - F. Tolerances: Base course thickness shall be plus or minus 0.5-inches and surface course shall be plus or minus 0.25-inches.

I. GENERAL

- A. Provide Portland cement concrete pavement for roads, curbs, walks and exterior slabs according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- II. PRODUCTS
- A. Portland cement concrete for curb and gutter and sidewalk shall be 4000 psi, 28-day compressive strength, 5.0% air entrainment, and 3-inch slump.
 - B. Curing compound shall be solvent-borne, liquid membrane-forming ASTM C309, Type I or approved equal.
- III. EXECUTION
- A. The Contractor shall furnish a tandem truck loaded with a minimum of 14-tons to check the completed subgrade and/or aggregate base for soft spots prior to pavement placement.
 - B. Comply with requirements and with ACI 304R for measuring, mixing, transporting, and placing concrete.
 - C. Comply with the Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.
 - D. Preformed expansion joints using 0.5-inch thickness shall be placed at each end of curb radius, at intersections, and approximately every 200-feet.
 - E. Contraction joints shall be placed at minimum 10-foot intervals in the curb and gutter and at 5-foot for walks.
 - F. Provide a medium to fine broom finish perpendicular to traffic flow.
 - G. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures using moisture curing, moisture-retaining-cover curing, curing compound or a combination of these.

I. GENERAL


- A. Storm sewer shall comply with all local regulations pertaining to storm sewer systems including materials, installation, and testing.
- If no regulations exist, comply with "Standard Utilities Specifications" by the City Engineers Association of Minnesota, latest edition.
- II. PRODUCTS**
- A. Storm sewer pipe indicated on the plan as PVC shall be polyvinyl chloride pipe, ASTM F794, Schedule 40, for solvent-cemented or gasket joints.
- B. Storm sewer catch basins and manholes shall be precast structures with at least two and at the most five adjusting rings.
- C. Storm sewer castings indicated on the plan shall be from the Neenah Foundry or approved equal.
- III. EXECUTION**
- A. The plans indicate the general location and arrangement of underground storm sewer systems. Location and arrangement of piping take into account many design considerations. Install piping as indicated on the plans, to the extent practical.
- B. Contractor should verify locations of utility connections at the building the architectural and mechanical plans.
- C. PVC sewer pipe shall be bedded in accordance with ASTM F 2306, "Standard Specification for 12 to 60 in. Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications".
- D. Storm sewer services shall be extended to within 5-feet of the building. Plug ends and mark by installing a 2" x 2" wood board from the plugged end to 4-feet out of the ground.

I. GENERAL

- A. Sanitary sewer shall comply with all local regulations pertaining to sanitary sewer systems including materials, installation, and testing. If no regulations exist, comply with "Standard Utilities Specifications" by the City Engineers Association of Minnesota, latest edition.
- II. PRODUCTS
- A. Sanitary sewer pipe indicated on the plan as PVC shall be polyvinyl chloride pipe, ASTM D 3034, SDR 35, for solvent-cemented or gasket joints.
- B. Sanitary sewer manholes shall be precast structures with at least two and at the most five adjusting rings.
- C. Sanitary sewer castings indicated on the plan shall be from the Neenah Foundry or approved equal.
- III. EXECUTION
- A. The plans indicate the general location and arrangement of underground sanitary sewer systems. Location and arrangement of piping take into account many design considerations. Install piping as indicated on the plans, to the extent practical.
- B. Contractor should verify locations of utility connections at the building the architectural and mechanical plans.
- C. PVC sewer pipe shall be bedded in accordance with ASTM D 2321, "Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe".
- D. Sanitary sewer services shall be extended to within 5-feet of the building. Plug ends and mark by installing a 2" x 2" wood board from the plugged end to 4 feet out of the ground.

I. GENERAL

- Water main shall comply with all local regulations pertaining to water main systems including materials, installation, and testing. If no local regulations exist, comply with "Standard Utilities Specifications" by the City Engineers Association of Minnesota, latest edition.
- II. PRODUCTS**
- A. Water main, indicated on the plan as DIP, shall be ductile iron pipe, Class 52, with push on joints and shall provide electrical conductivity across each joint.
- B. All fittings shall be mechanical joint fittings.
- C. Hydrants and valves shall meet all local and municipality requirements.
- D. PE encasement for DIP shall be AWWA C105, PE film, 0.008-inch minimum thickness, tube or sheet.
- III. EXECUTION**
- A. The plans indicate the general location and arrangement of underground water main systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, to the extent practical.
- B. Bury all water main with a depth of cover of at least 7.5-feet or with the top at least 12-inches below frost penetration, whichever is greater.
- C. Water main shall be encased in PE film
- D. All bends, stubs, and hydrants shall be rodded to the water main using 0.75-inch tie rods.
- E. Tap water main with size and in location as indicated according to the requirements of the local water utility. The Contractor shall pay utility fee.
- F. Test all installed piping as required by the local water utility.

| | | | |
|--|---|--|----------|
| SHEET NUMBER <div>C6</div> | SPECIFICATIONS PARTNERSHIP ACADEMY ADDITION CITY OF RICHFIELD | Issued | |
| | | CITY SUBMITTAL | 12-27-21 |
| | | FOR PERMIT | 5-10-22 |
| | | | |
| | | | |
| | | | |
| | | | |
| I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. | | Name <u>Nicholas P. Adam</u> Reg. No. <u>43856</u> Date <u>5-10-22</u> | |
| <div><div><div><div>REHDER & ASSOCIATES, INC.</div><div>Civil Engineers & Land Surveyors</div></div></div><div>3440 Federal Drive, Suite 110 Eagan, MN 55122 Telephone: 651-452-4951 www.rehder.com</div></div> | | PROJECT NO.: 211-3038.013 DRAWING FILE: 3038013.DWG | |

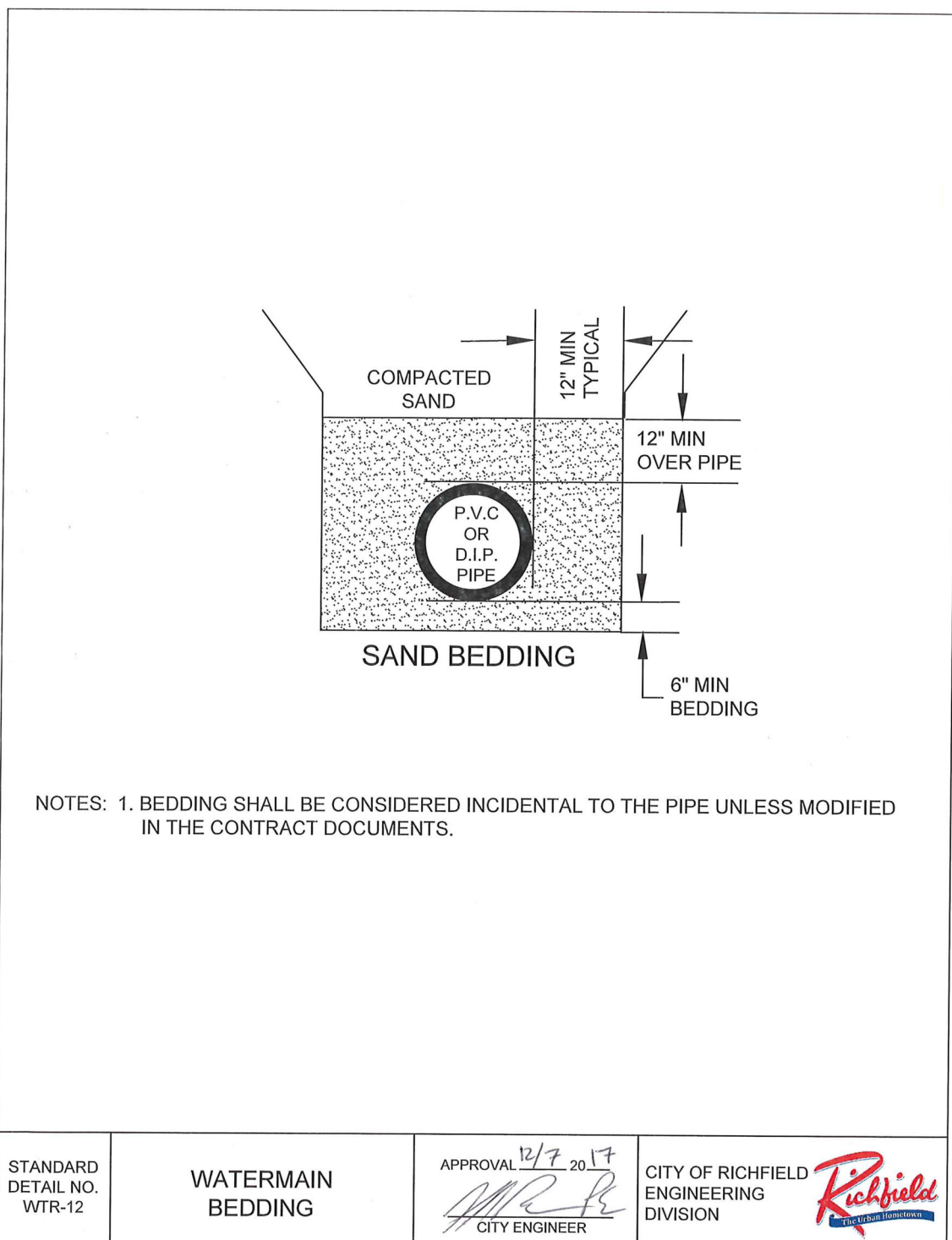
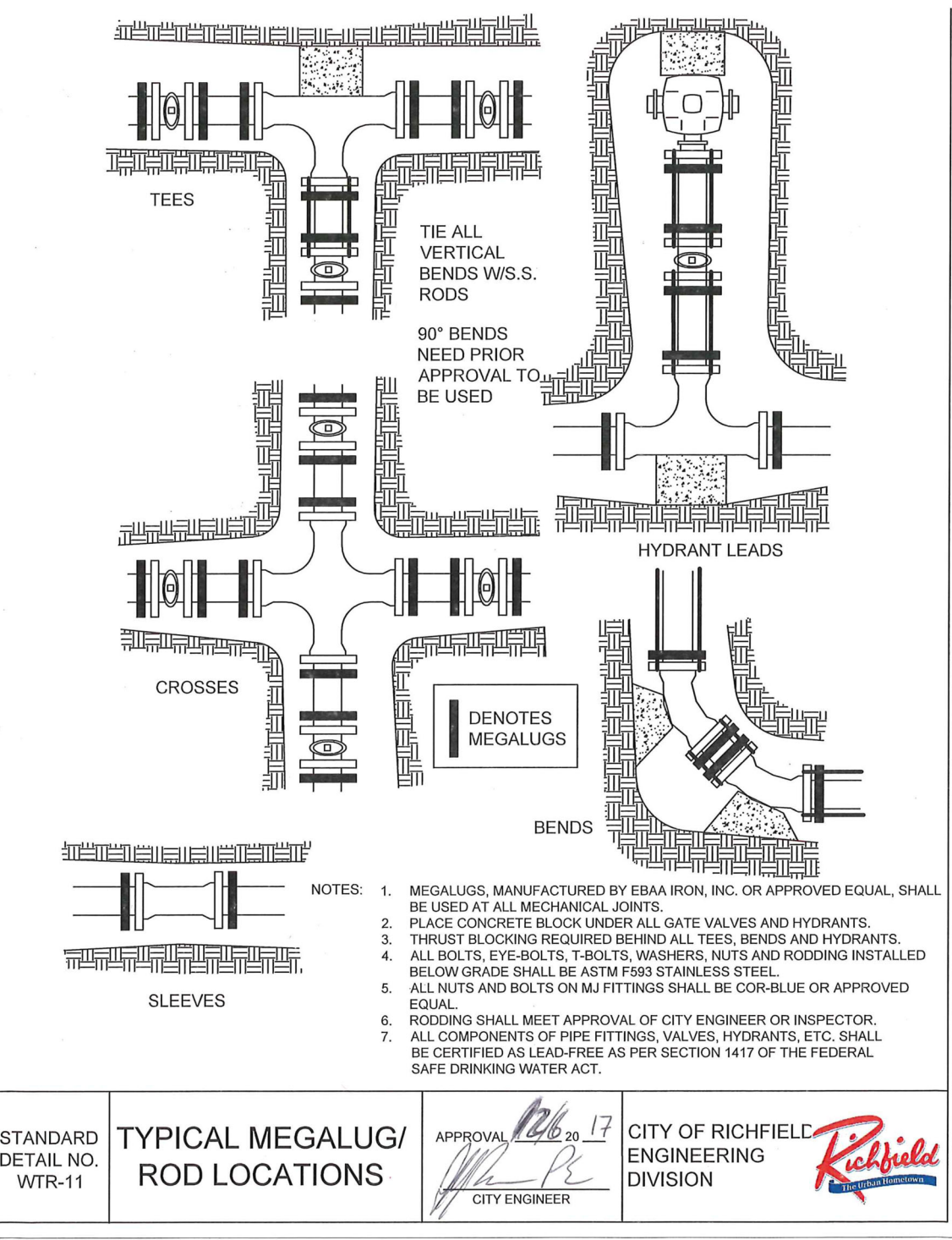
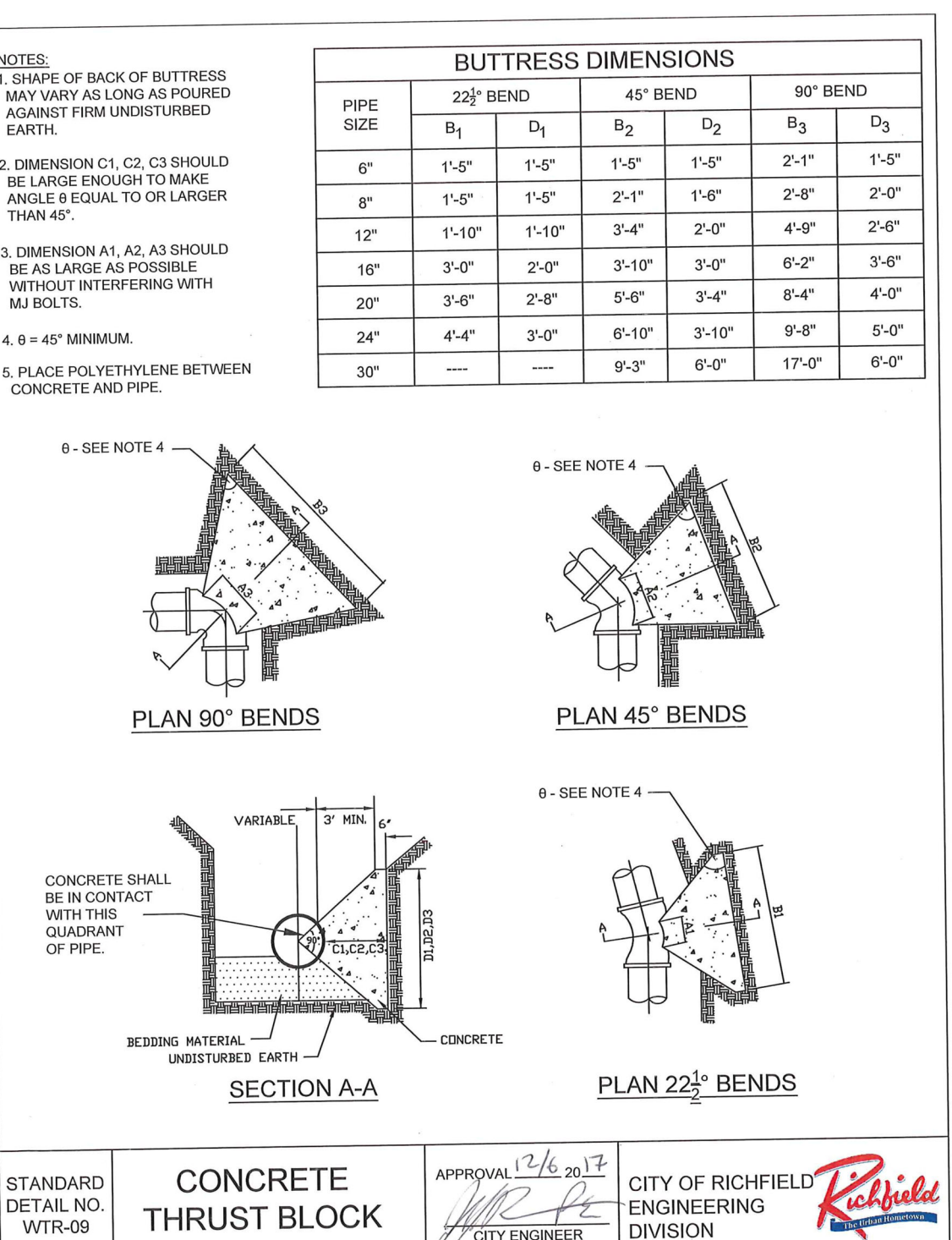
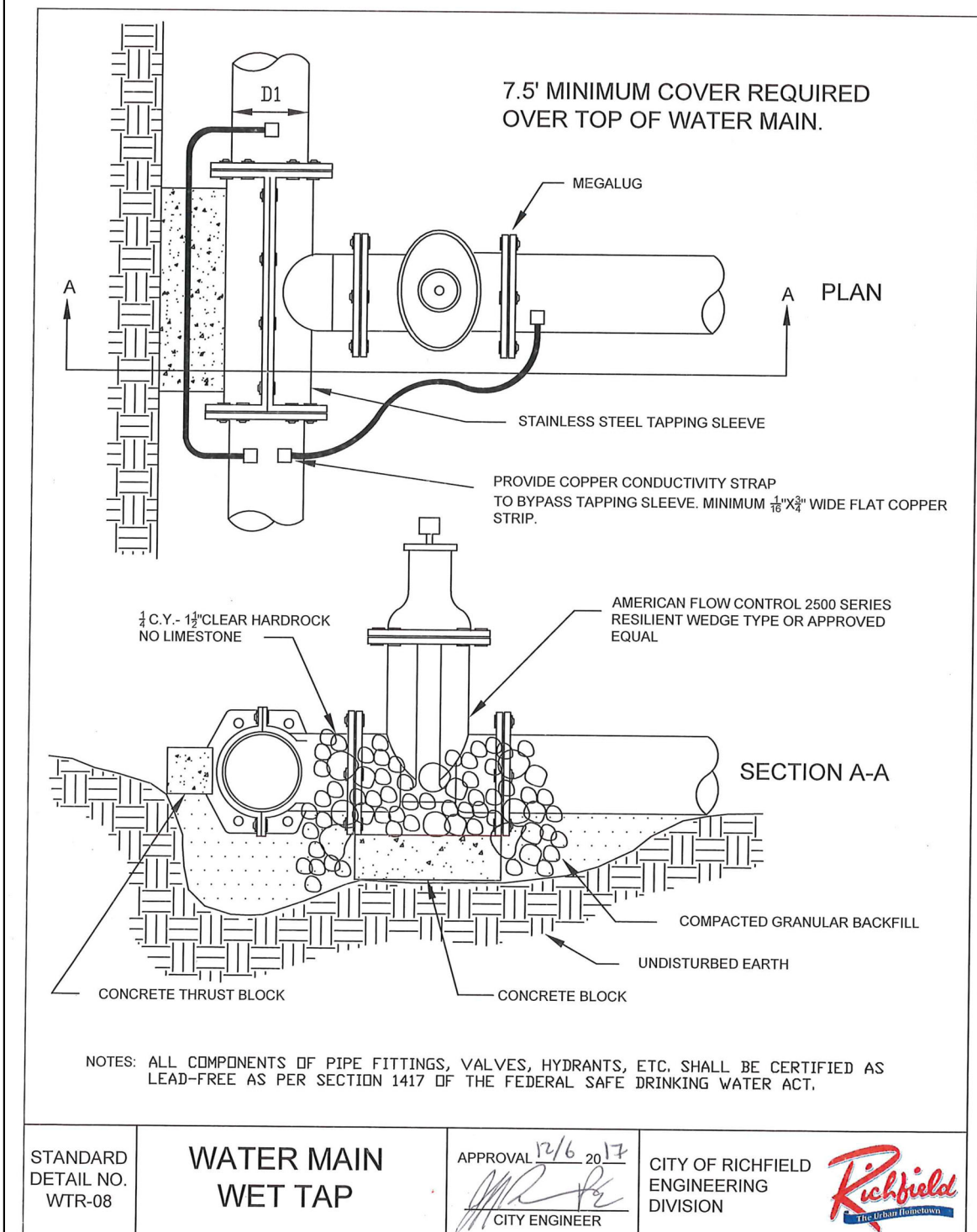
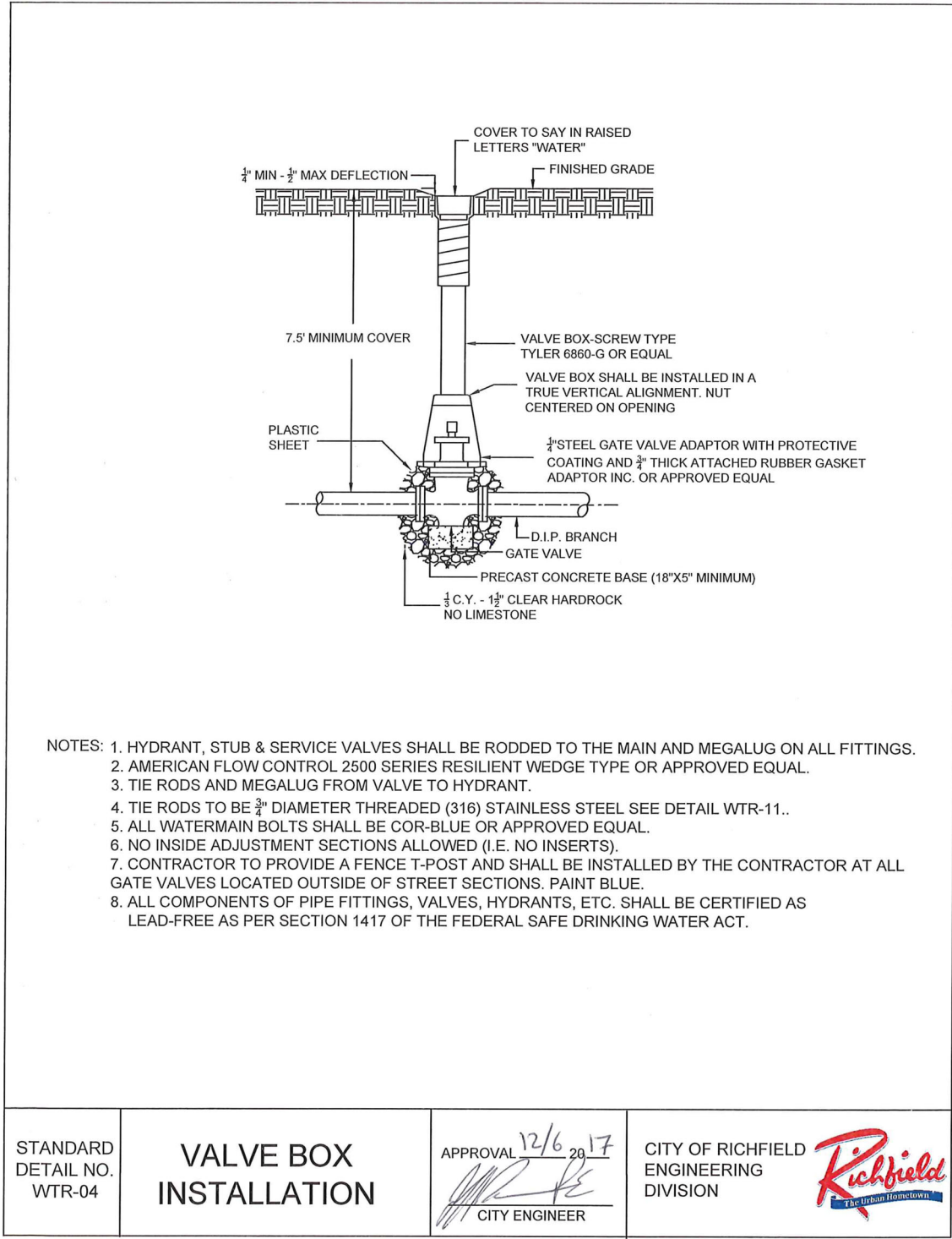
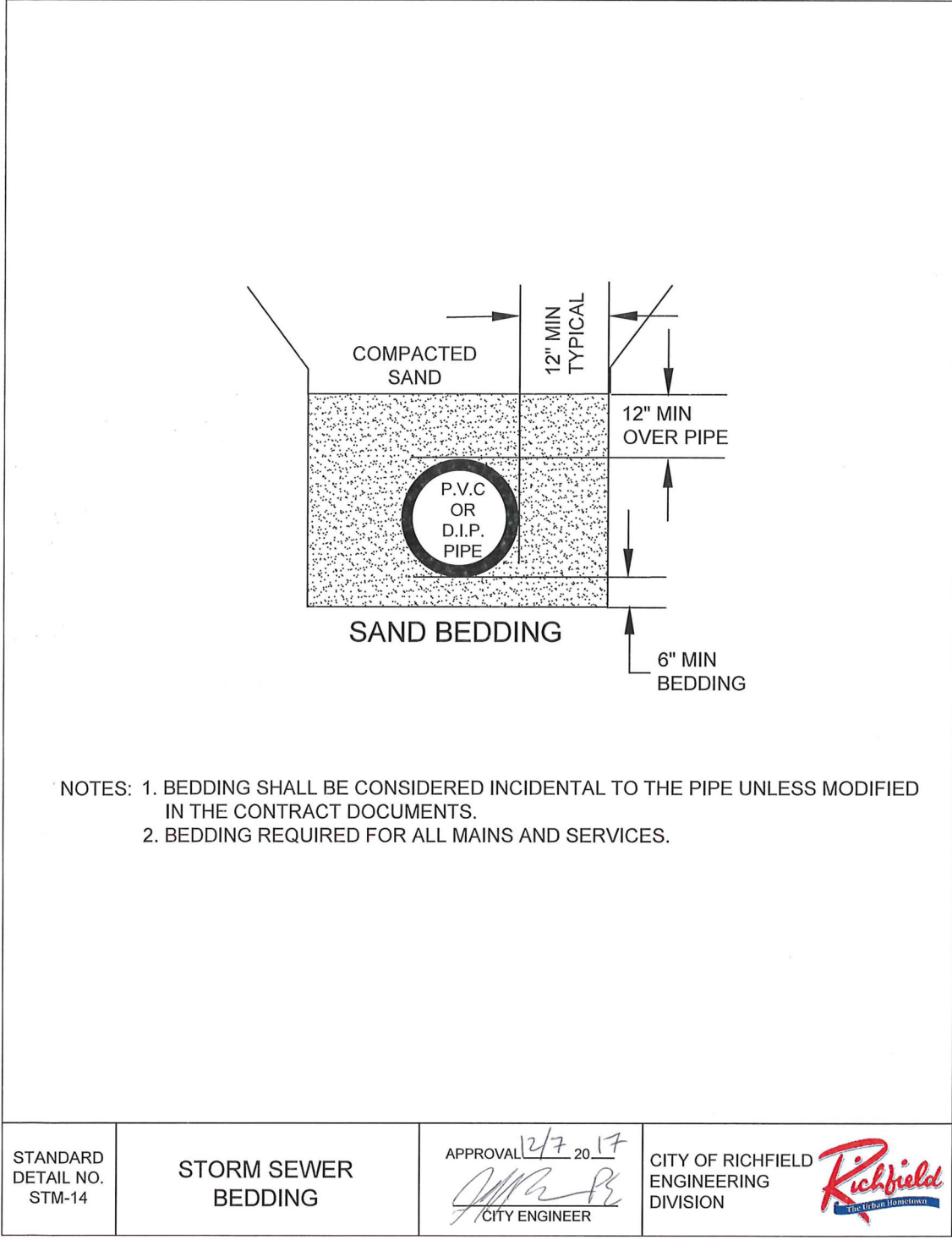
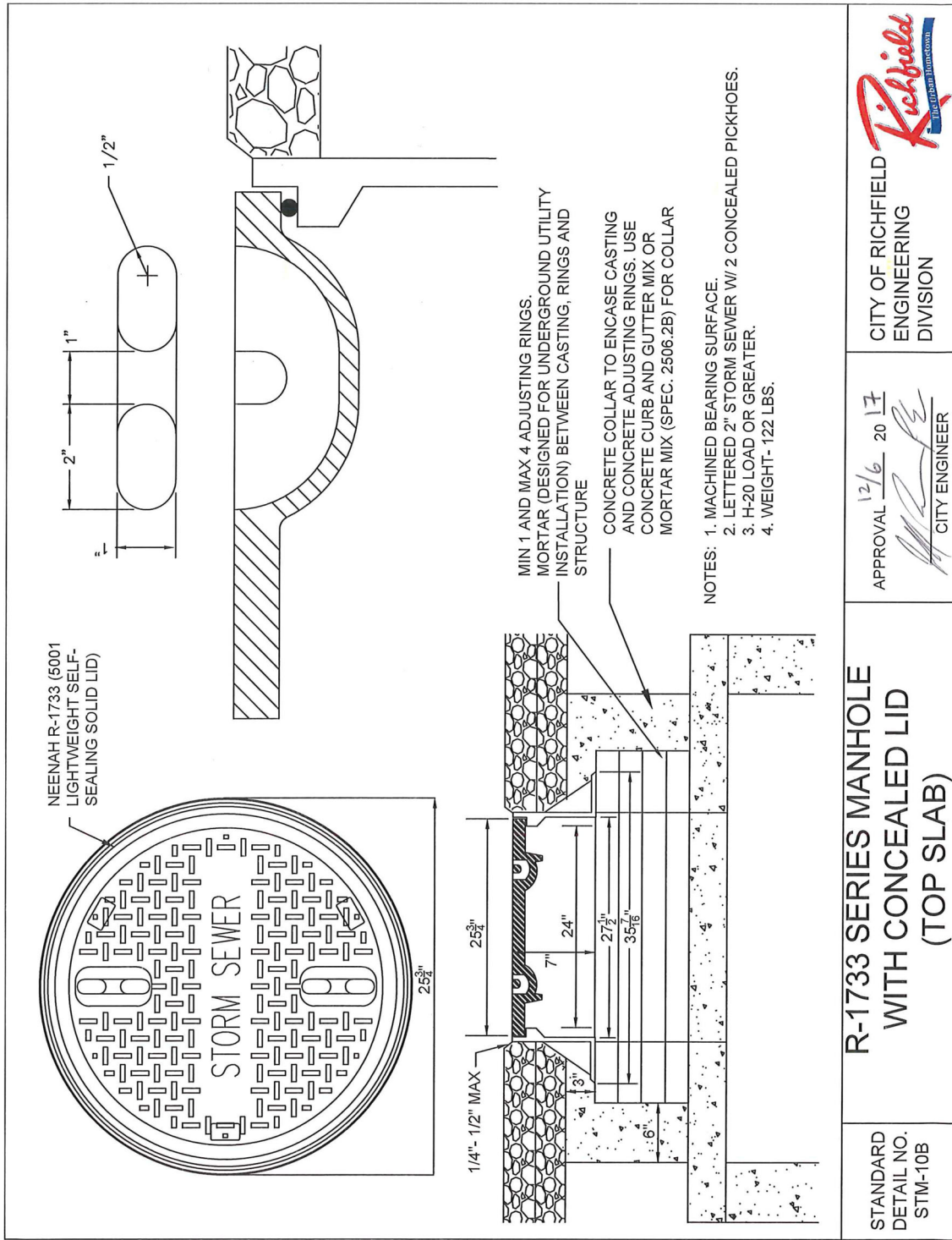
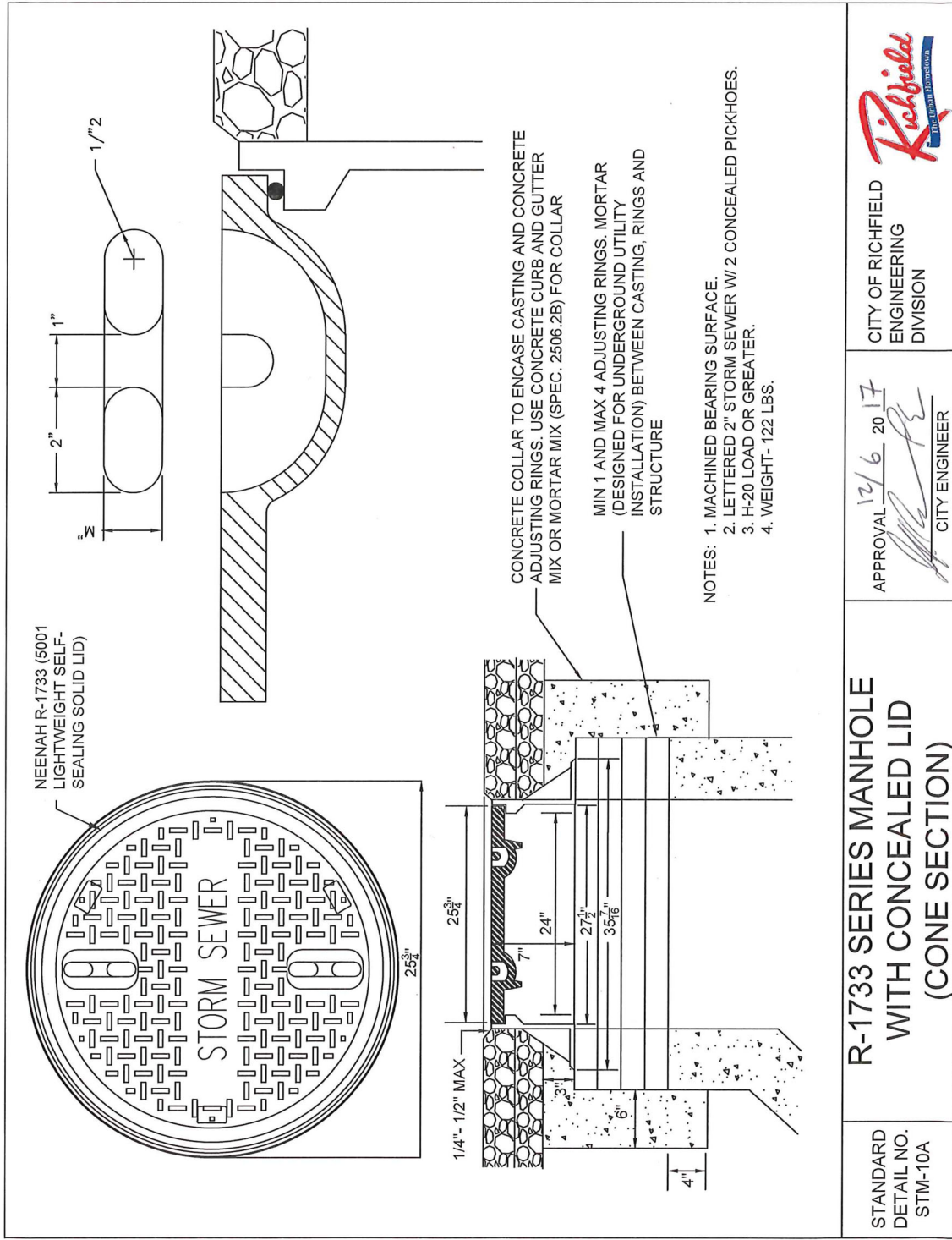
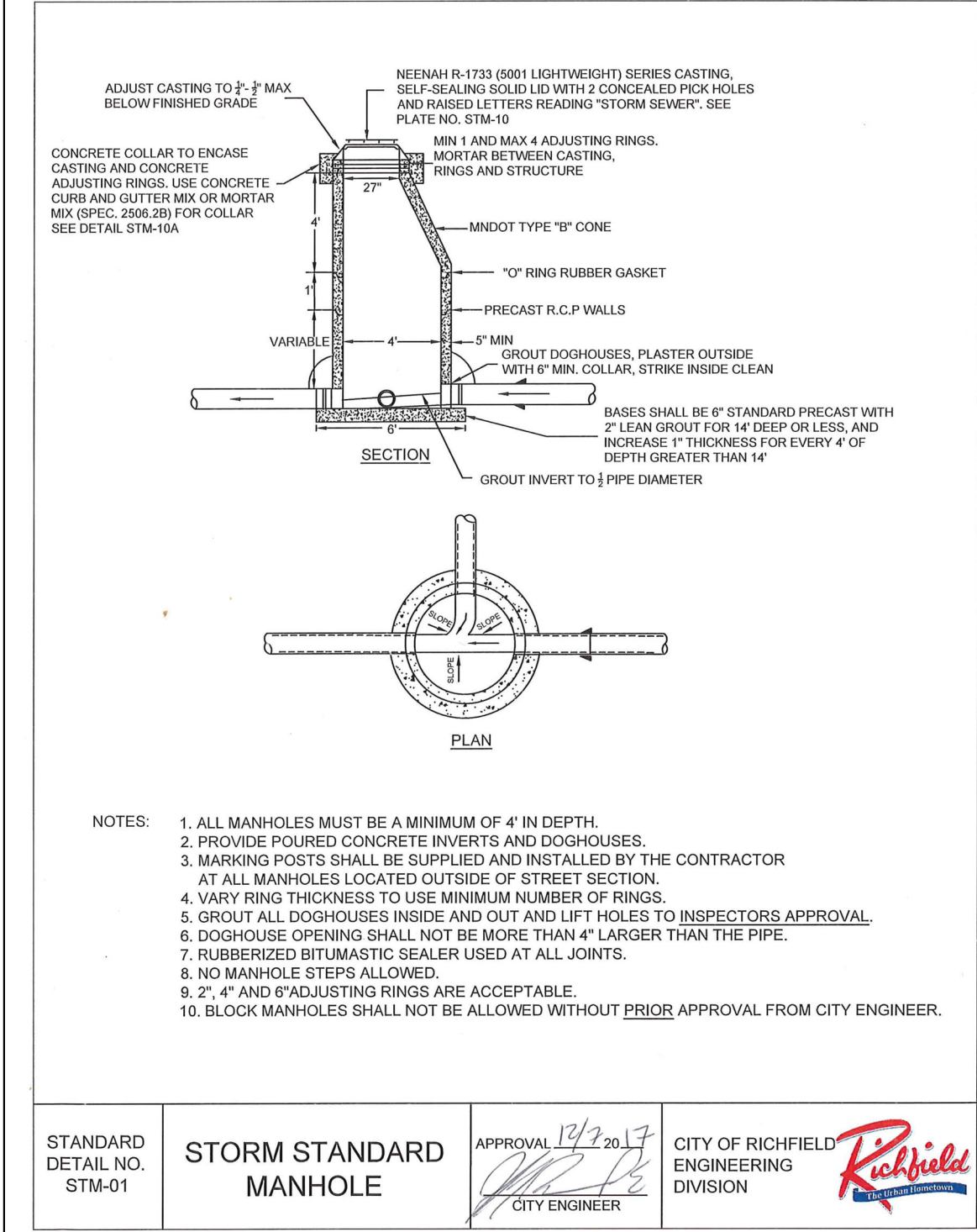


EXHIBIT B

Costs

Adjusted City Reimbursement 2022

| ITEM DESCRIPTION | UNIT | TOTAL ESTIMATED QUANTITY | UNIT COST | TOTAL COST | Cost Change 2020 to 2022 |
|--|--------------|--------------------------------|--------------|---------------------|-----------------------------|
| DUCTILE IRON FITTINGS | POUND | 425 | \$ 5.50 | \$ 2,337.50 | \$ 258.50 |
| SAWING BIT PAVEMENT (FULL DEPTH) | LIN FT | 405 | \$ 2.70 | \$ 1,093.50 | \$ 29.70 |
| REMOVE BITUMINOUS PAVEMENT | SQ YD | 400 | \$ 7.10 | \$ 2,840.00 | \$ 731.30 |
| 6" WATERMAIN DUCTILE IRON CL 52 | LIN FT | 200 | \$70.00 | \$ 14,000.00 | \$ 770.00 |
| SELECT GRANULAR EMBANKMENT (CV) | CU YD | 98 | \$20.50 | \$ 2,009.00 | \$ (20.50) |
| AGGREGATE BASE (CV) CLASS 6 | CU YD | 56 | \$50.00 | \$ 2,800.00 | \$ (100.00) |
| TYPE SP 12.5 WEARING COURSE MIX (3,C) | TON | 84 | \$95.00 | \$ 7,980.00 | \$ 79.80 |
| Test & Flush | Not Included | | | \$ - | \$ - |
| Connection to Gate valve Concrete & Curb | Included | | | \$ 3,605.70 | \$ 3,605.70 |
| GRAND | | | | \$ 36,665.70 | \$ 5,354.50 |