



**REGULAR CITY COUNCIL MEETING
VIRTUAL MEETING HELD VIA WEBEX
FEBRUARY 22, 2022
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council. Individuals who wish to address the Council may call 612-861-0651 during the live meeting or email comments ahead of the meeting to kwynn@richfieldmn.gov.

Approve the Minutes of the (1) City Council Work Session of February 8, 2022; (2) Regular City Council Meeting of February 8, 2022; and (3) City Council Retreat of February 10, 2022.

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider approval of a contract with the City of Edina to provide dispatch and public safety software service to the City of Richfield's Police and Fire Departments.
Staff Report No. 26
 - B. Consider the rejection of all bids submitted for the Sheridan Pond Maintenance Project and direct staff to rebid the project in fall 2022.
Staff Report No. 27
 - C. Consider adoption of a resolution authorizing the purchase of one temporary construction easement and one permanent right-of-way easement at 6501 Lyndale Ave South (L.A. Fitness) for the 65th Street Reconstruction Project.
Staff Report No. 28
 - D. Consider the approval of a Construction and Maintenance Agreement with 6200 Penn, LLC, and LB Richfield, LLC (Lunds and Byerlys) that defines ownership and maintenance responsibilities for certain features constructed at 6200 Penn Avenue.
Staff Report No. 29

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

PUBLIC HEARINGS

4. Public hearing and consider a resolution specifying the use of funds from the Urban Hennepin County Community Development Block Grant allocation for 2022 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

Staff Report No. 30

PROPOSED ORDINANCES

5. Consider the approval of the second reading of an ordinance amending Sections 921 and 925 of the Richfield City Code to update and incorporate previous open burning, fires, and incineration restrictions.

Staff Report No. 31

6. Consider approval of a second reading of an ordinance authorizing the sale of three city-owned properties for I-494 Corridor Vision Project 1 and a resolution authorizing summary publication.

Staff Report No. 32

RESOLUTIONS

7. Consider the adoption of a resolution approving the contract with the Labor and Trades Local 49 for the period January 1, 2022 through December 31, 2022 and authorize the City Manager to execute the agreement.

Staff Report No. 33

8. Consider approval of a resolution granting Municipal Consent for MnDOT's I-494 Corridor Vision Project 1 proposed final layout.

Staff Report No. 34

OTHER BUSINESS

9. Consider the approval of funding allocations for non-profit agencies to provide social services to the residents of Richfield and authorization of the City Manager to execute agreements with those agencies.

Staff Report No. 35

CITY MANAGER'S REPORT

10. City Manager's Report

CLAIMS AND PAYROLLS

11. Claims and Payroll

COUNCIL DISCUSSION

12. Hats Off to Hometown Hits

13. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session Virtual via WebEx

February 8, 2022

CALL TO ORDER

The concurrent City Council, Planning Commission, and Community Services Commission work session was called to order by Mayor Regan Gonzalez at 5:45 p.m. virtually via WebEx

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

Council Members Absent: None

Planning Commission Members Present: Kathryn Quam, Chair; Brett Stursa; Gordon Hanson; Brendan Kennealy; Eddie Holmvig-Johnson; and Ben Surma.

Planning Commission Members Absent: James Rudolph

Community Services Commission Members Present: Ben Marx; Jessica Johnson-Kreps; Kevin Wendt; and Tessa Johnson

Community Services Commission Members Absent: David Benson; Stephanie Nwaudo; Meredith Bruzek; and Heather MacDonald

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Ben Manibog, Transportation Engineer; Joe Powers, City Engineer; Nellie Jerome, Assistant City Planner; Chris Swanson, Management Analyst; and Kari Sinning, City Clerk.

Others Present: MnDOT Team Members: Karl Weissenborn, Lisa Austin, and Amber Blanchard

ITEM #1

MEMBERS OF THE I-494 PROJECT TEAM WILL PRESENT AN UPDATE ON THE PROGRESS MADE TO DATE BY THE I-494: AIRPORT TO HIGHWAY 169 PROJECT 1 VISUAL QUALITY ADVISORY COMMITTEE (VQAC) IN THEIR EFFORTS TO DEVELOP THE PROJECT'S VISUAL QUALITY MANUAL (VQM) WHICH WILL GUIDE AESTHETIC QUALITIES OF THE PROJECT AND THE CORRIDOR'S VISUAL ELEMENTS

Mayor Regan Gonzalez read aloud the item on the agenda and introduced City Manager Rodriguez. City Manager Rodriguez reminded council that this is an opportunity to provide feedback and to propose questions. City Manager Rodriguez introduced Public Works Director Asher who stated that this visual quality effort is throughout multiple cities and looks for community input as well. Public Works Director Asher introduced the members of the I-494 Project Team: Karl Weissenborn, SEH Architecture; Lisa Austin, MnDOT; and Amber Blanchard, MnDOT. Lisa Austin then presented an update from the Visual Quality Advisory Committee that described the phases of the project, the community outreach and feedback, the visual ideas for the retaining walls, and the future steps for the project.

Council Member Hayford Oleary asked about the materials that were chosen for the retaining walls. Amber Blanchard stated that the Metro District is going to all concrete retaining walls and explained that the budget affected that decision as well. Council Member Hayford Oleary shared his frustration in the decision of the material being made for the community and also asked about tagging on the walls. Amber Blanchard stated that if the tagging is in the right of way for MnDOT, it would be their responsibility. Council Member Hayford Oleary also asked about landscaping. Lisa Austin stated that landscaping would be done at a later date but is a process of the visual aesthetics of the project. Council Member Hayford Oleary expressed the importance of keeping the community in mind that would have to live next to the concrete walls.

Council Member Trautmann echoed the concerns of Council Member Hayford Oleary in the aesthetics of the retaining walls and appreciated the notion of murals being added.

Planning Commission Chair Quam shared her concerns of deterioration of artwork on the retaining walls and suggested vines or plants that would be perennial.

Public Works Director Asher stated that landscaping and murals would be mostly the City's responsibility to maintain. Lisa Austin suggested mosaic murals that could be low maintenance for the city. Amber Blanchard stated that landscaping that is in MnDOT's right of way would be maintained by MnDOT and that some plantings may be a shared cost.

Council Member Hayford Oleary asked what would be put in place if the concrete noise walls were rejected. Amber Blanchard stated that black coated chain link fence would be put in place.

Lisa Austin listed the current engagement for public input on the designs which included surveys, pop up events, and flyers.

Council Member Whalen shared his concern for the visual aspect of the retaining walls and asked if the formed designs could be alternated so that traffic and housing could both benefit. Karl Weissenborn explained the process of the designs on the concrete and that it is possible to alternate the designs for the traffic and the community even with certain designs that are a series. Public Works Director Asher asked that if this topic could be brought up to the next Advisory Committee meeting for input from other cities.

Council Member Supple asked if there were specific locations that art or landscaping would be. Lisa Austin shared that there is a homework assignment for the Visual Quality Advisory Committee that has the members pinpoint locations that there would be the needs for aesthetics and landscaping.

Community Services Commissioner Surma asked about the timeline of this proposed project. Amber Blanchard stated that this plan is part of phase one of the three year project between 2023 and 2026.

Public Works Director Asher stated that the next meeting would be Monday March 28 for an input session.

Mayor Regan Gonzalez echoed the comments of the other council members and commissioners and stressed the importance that this is a multigenerational project and to be mindful of those residents around the project area.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:39 p.m.

Date Approved: February 22, 2022

Maria Regan Gonzalez
Mayor

Kari Sinning
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting Virtual via WebEx

February 8, 2022

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 7:00 p.m. virtually via WebEx.

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

Council Members Absent: None

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Krista Guzman, Human Resources Manager; Melissa Poehlman, Interim Community Development Director; Jane Skov, IT Manager; Kelly Wynn, Administrative Assistant; Chris Swanson, Management Analyst, and Kari Sinning, City Clerk.

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

Mayor Regan Gonzalez also led a moment of silence for Jahmari Rice who was shot at the South Education Center and shared condolences with all those affected by this tragedy.

OPEN FORUM

Administrative Assistant Wynn reviewed the options to participate:

- Participate live by calling 612-861-0651 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfieldmn.gov

Administrative Assistant Wynn read aloud an email from Rob Skezton who shared his thoughts on the use of City funds during the pandemic.

APPROVAL OF MINUTES

M/Whalen, S/Supple to approve the minutes of the: (1) City Council Work Session of January 25, 2022; (2) Regular City Council Meeting of January 25, 2022.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

ITEM #1	PROCLAMATION CELEBRATING BLACK HISTORY MONTH WITH HUMAN RIGHTS COMMISSION CHAIR, WALTER BURK
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Mayor Regan Gonzalez introduced Human Rights Commission Chair Burk and read aloud the proclamation.

Council Member Supple welcomed Chair Burk and thanked the commission for bringing the proclamation to the City. She also shared appreciation for a couple of retired teachers from Richfield Public Schools that both taught for over thirty years; Mr. Willie Falwell, who taught art at the high school and Ms. Nel Swanson who taught fifth grade.

Council Member Hayford Oleary appreciated the focus on racial equality on the council and the structural policy issues that the city continues to work on and loved to see that the proclamation called out to specific individuals that have had an impact on the community.

Council Member Trautmann appreciated Chair Burk's leadership and the work that the Human Rights Commission continues to do and reminded that all the history in black history is all of our history throughout the year.

Council Member Whalen thanked the commission for bringing the proclamation to council and expressed appreciation that we are focusing on equity. He stated that the history African American contributions to our community are as long as the history of discrimination and racism. He encouraged the celebration of those that have overcome discrimination and racism.

Mayor Regan Gonzalez also thanked Chair Burk and the Human Rights Commission for the proclamation and shared a thought of lifting up African American stories and work in the community. She also expressed her excitement on the work that we have to do regarding racial equity.

Human Rights Commission Chair Burk thanked the Council for the opportunity to present the proclamation.

ITEM #2	APPROVAL OF THE AGENDA
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M/Trautmann, S/Whalen to approve the agenda.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE
Whalen: AYE

Motion carried 5-0

ITEM #3	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- A. First reading of a proposed Ordinance Amendment establishing regulations for Electric Vehicle chargers. (Staff Report No. 17)
- B. Consider a resolution approving a request for a Conditional Use Permit to allow a Class I (full service) restaurant and retail market at 2900 66th Street West, Suite 2900 (Southdale Square). (Staff Report No. 18)

RESOLUTION NO. 11943

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A
RESTAURANT AND RETAIL MARKET AT 2900 66TH STREET
WEST SUITE 2900**

- C. Consider approval of a first reading of an ordinance authorizing the sale of three city-owned properties for I494 Project 1 and schedule a second reading for February 22, 2022. (Staff Report No. 19)
- D. First Reading of an ordinance amending zoning regulations for firearm sales, repair, and other related uses. (Staff Report No. 20)
- E. Consider purchase approval of a Pierce Enforcer PUC Fire Pumper for \$300,000 in budget year 2022 and \$523,673 in budget year 2023, totaling \$823,673, from MacQueen Emergency Group, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration. (Staff Report No. 21)

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

Council Member Whalen lifted up the community development department staff continual work during this transitional period and expressed appreciation for addressing the issues instead of putting them on the back burner.

Council Member Hayford Oleary expressed discontentment for item C and will hold off on comments until the second reading. He also expressed excitement for item B.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE
Supple: AYE
Trautmann: AYE
Hayford Oleary: AYE
Whalen: AYE

Motion carried 5-0

ITEM #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #5	CONSIDER THE APPROVAL OF THE FIRST READING OF AN ORDINANCE AMENDING SECTIONS 921 AND 925 OF THE RICHFIELD CITY CODE TO UPDATE AND INCORPORATE PREVIOUS OPEN BURNING, FIRES, AND INCINERATION RESTRICTIONS. (STAFF REPORT NO. 22)
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Council Member Hayford Oleary presented Staff Report 22.

M/Hayford Oleary, S/Supple to approve the first reading of an ordinance amending Sections 921 and 925 of the Richfield City Code and schedule a second reading for February 22, 2022.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0.

ITEM #6	CONSIDER THE ADOPTION OF A RESOLUTION APPROVING THE CONTRACTS WITH LAW ENFORCEMENT LABOR SERVICES (POLICE OFFICERS) AND TEAMSTERS (POLICE SERGEANTS AND POLICE LIEUTENANTS) FOR THE PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2023 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS. (STAFF REPORT NO. 23)
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Council Member Supple presented Staff Report 23 and thanked the negotiations teams for both management and employees.

M/Supple, S/Trautmann to adopt a resolution approving the provisions of the 2022-2023 labor agreements with LELS and Teamsters bargaining units and authorize the City Manager to execute the agreements.

RESOLUTION NO. 11944

**RESOLUTION APPROVING LABOR AGREEMENTS BETWEEN THE
CITY OF RICHFIELD AND LAW ENFORCEMENT LABOR SERVICES
(LELS #123) AND TEAMSTERS (#320) BARGAINING UNITS FOR
YEARS 2022-2023**

Council Member Trautmann thanked management and Police for working together to come to this agreement and also recognized our law enforcement for their responsiveness to the recent tragedy.

Mayor Regan Gonzalez also thanked staff and everyone on both sides of the bargaining table and expressed excitement to see the pilot program in the works and looks forward to the updates.

Human Rights Commissioner Lee asked when the pilot program would be revisited. Human Resources Manager Guzman explained that revisions would be made as necessary and that there would be regular conversations with the union on the pilot program.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford O'leary: AYE

Whalen: AYE

Motion carried 5-0.

ITEM #7	CONSIDER CONFIRMATION OF THE APPOINTMENT OF SACK THONGVANH TO BE ASSISTANT CITY MANAGER FOR THE CITY OF RICHFIELD. (STAFF REPORT NO. 24)
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Council Member Trautmann presented Staff Report 24 and shared a comment from the City of Falcon Heights.

City Manager Rodriguez stated that Mr. Thongvanh expressed his regrets for not attending the meeting as he is taking a much needed vacation.

Mayor Regan Gonzalez shared her excitement for the appointment of Sack Thongvanh.

M/Trautmann, S/Whalen to confirm the appointment of Sack Thongvanh as Assistant City Manager for the City of Richfield.

Council Member Whalen seconded the excitement expressed for the hiring of Assistant City Manager Thongvanh.

Council Member Supple welcomed and expressed excitement to work with the new assistant city manager.

Council Member Trautmann commended staff on the recruitment process.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford O'leary: AYE

Whalen: AYE

Motion carried 5-0.

ITEM #8	CONSIDER CONFIRMATION OF THE APPOINTMENT OF MELISSA POEHLMAN TO BE COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF RICHFIELD. (STAFF REPORT NO. 25)
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Council Member Whalen presented Staff Report 25.

City Manager Rodriguez shared her excitement for this promotion.

Acting Community Development Director Poehlman thanked the Council and also expressed her excitement to lead the community development team.

M/Whalen, S/Hayford Oleary to confirm the appointment of Melissa Poehlman as Community Development Director for the City of Richfield.

Council Member Supple welcomed Community Development Director Poehlman to the director role and expressed excitement to working with her in the future.

Council Member Hayford Oleary expressed his excitement for Community Development Director Poehlman to continue to do good work for the City.

Mayor Regan Gonzalez expressed her appreciation for the Community Development Department and the department's contributions to the community. She shared her enthusiasm to work with Community Development Director Poehlman.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0.

ITEM #9	CITY MANAGER'S REPORT
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City Manager Rodriguez extended condolences to the family and the community involved in the tragic events from the past week. She thanked Police Chief Henthorne and Fire Chief Dobesh and staff for their hard work and thanked our communications team. She also thanked council and especially Mayor Regan Gonzalez for her communication and outreach to community.

City Manager Rodriguez also gave an update on covid and the current city mitigations and if we could possibly make changes to those mitigations in the future as cases decrease.

City Manager Rodriguez also thanked council for the approval of the Assistant City Manager Sack Thongvanh and Community Development Director Poehlman.

ITEM #10	CLAIMS AND PAYROLL
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M/Whalen, S/Supple that the following claims and payrolls be approved:

U.S. Bank	<u>2/8/2022</u>
A/P Checks: 303562 – 303943	\$1,191,494.57
Payroll: 168050 – 168349, 43460 – 43461	\$ <u>733,163.67</u>
TOTAL	\$1,924,658.24

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

ITEM #11	HATS OFF TO HOMETOWN HITS
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Council Member Supple offered condolences to Jahmari Rice's family and friends and expressed gratitude for the schools and the community support surrounding this tragedy. She mentioned that residents can apply for the citizen HRA/EDA appointment on the website. She also promoted the Ice and Snow Festival this Saturday at Taft Lake.

Council Member Whalen echoed the thanks and appreciation for all those involved in responding to the shooting and the community members supporting the victims' families. He expressed gratitude for our communication's responsiveness and reflected on how to strengthen community safety.

Council Member Hayford Oleary echoed the condolences and distress and gratitude for those involved with the tragedy. He also thanked community members for their input to the I-494 project and mentioned a virtual meeting for the project.

Council Member Trautmann shared in the grief that Jahmari Rice's family and the other victims are going through. He lifted up the students that are experiencing trauma caused by the tragedy. He appreciated the work of Bishop Howell at Shiloh Temple and BJ Skoog and Cesar at Young Life. He also mentioned the funeral for Jahmari Rice. He was grateful for the community and how it's supported one another.

Mayor Regan Gonzalez expressed the many emotions that she had been feeling; deep grief, hopelessness, loss, and concern for the sanctity of our communities. She acknowledged that the important work council does as leaders in the community to create community in Richfield and the seamlessness of how well different departments and levels of government worked together in the response of this crisis.

ITEM #12	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:28 p.m.

Date Approved: February 8, 2022

Maria Regan Gonzalez
Mayor

Kari Sinning
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Retreat

February 10, 2022

CALL TO ORDER

The retreat was called to order by Mayor Regan Gonzalez at 4:00 p.m. held virtually via Zoom.

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

Staff Present: Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Mike Dobesh, Fire Chief; Jay Henthorne, Police Chief; Melissa Poehlman, Community Development Director; Kristin Asher, Public Works Director; and Chris Fierst, Liquor Store Manager

Others Present: Craig Rapp, Rapp Consulting Group

Item #1	CITY COUNCIL AND STAFF RETREAT SCHEDULED WITH CONSULTANT CRAIG RAPP
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Craig Rapp facilitated conversations with Councilmembers and staff regarding Governance Training.

ADJOURNMENT

The work session was adjourned by unanimous consent at 5:54 p.m.

Date Approved: February 22, 2022

Maria Regan Gonzalez
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 26
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Jay Henthorne, Public Safety Director/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police
2/16/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/17/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a contract with the City of Edina to provide dispatch and public safety software service to the City of Richfield's Police and Fire Departments.

EXECUTIVE SUMMARY:

The City of Edina provides contractual dispatching services for the Police and Fire Departments. The contract between Edina and Richfield covers dispatching services, operations and maintenance of the Edina Communication Center (E.C.C).

The contract period is for five years and will commence January 1, 2023. The contract includes a standard cost escalator for each year of the contract. The escalator will be based on increased labor costs for operation of the E.C.C. under Edina's labor agreements and the rate of increase, over the previous year in the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis.

Edina has executed an agreement with Tyler Technologies for public safety software to replace existing software. Edina will host for Richfield an integrated suite of Public Safety software including computer aided dispatch (CAD), police records management (RMS), mobile applications, electronic ticketing, and analytic software.

RECOMMENDED ACTION:

By Motion: Approve a contract between the City of Edina and the City of Richfield to provide dispatching services and public safety software for the Police and Fire Departments.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On August 13, 2013, the City Council voted to move our dispatching operations to the City of Edina. The City of Edina has provided contractual dispatching services for the Police and Fire Departments.
- The previous contract commenced on December 1, 2013 through December 2017, the contract commenced from January 2018 and expired on December 31, 2019, and a contract commenced

from January 1, 2020 through December 31, 2021.

- The most recent contract commenced on January 1, 2022 through December 31, 2022.

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

The City Council previously approved moving dispatching operations to the City of Edina.

C. CRITICAL TIMING ISSUES:

City of Richfield must have dispatching services for Police and Fire Departments.

D. FINANCIAL IMPACT:

2023 - 2027 Cost for 911 Dispatch and Software Services

	911 Dispatch	Software	Annual Total	Monthly Cost
2023	\$321,518	\$48,415	\$369,933	\$30,828
2024	\$332,771	\$83,002	\$415,773	\$34,648
2025	\$344,418	\$85,403	\$429,821	\$35,818
2026	\$356,473	\$87,897	\$444,370	\$37,031
2027	\$368,949	\$90,489	\$459,438	\$38,287

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the contract for the City.

ALTERNATIVE RECOMMENDATION(S):

Richfield Police and Fire need dispatching services. If the contract is not approved, additional vendors would need to be researched and selected to provide dispatch services.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Contract	Contract/Agreement
☐ Comparable cost analysis between Logis Tyler Technologies and Edina Dispatch	Backup Material

2023 - 2027 PROPOSAL TO THE CITY OF RICHFIELD FOR 911 DISPATCH AND PUBLIC SAFETY SOFTWARE SERVICES

*Edina-Richfield
Emergency
Communications
Center*



**Cost Proposal for
Richfield 911 Dispatch and Public Safety Software Services**

911 Dispatch Services Cost Determination

- Factors considered include total number of incidents, staffing costs, and general operating expenses.
- There will be no increase for the cost of dispatch services for 2023.
- The annual cost for dispatch services will increase by 3.5% annually for the remainder of the term.

Public Safety Software Hosting

- Edina has executed an agreement with Tyler Technologies for public safety software to replace our existing software from Central Square. The system implementation is underway and is anticipated to “go live” in the Spring of 2023.
- Edina will host for Richfield an integrated suite of public safety software including computer aided dispatch (CAD), police records management (RMS), mobile applications for PC/iOS/Android, electronic ticketing (eCitation), and analytics software.
- Edina will maintain all file server infrastructure for the system with appropriate redundancy and backup procedures.
- Richfield will continue to be responsible for the maintenance and support of all local client (end user) hardware and software with access to Tyler Technologies software support and ongoing user training.
- The majority of services will be provided on a “site license” basis with no limitations on client device installs.

Software Services Cost Determination

- Edina will pay all up front capital costs to purchase and implement the Tyler Technologies system with the exception of certain limited costs for site specific requirements related to data archiving from existing databases and any costs related to local network and hardware configuration.
- Richfield’s annual cost for software services represents direct cost sharing of Edina’s annual operating expenses in three categories: Tyler Software Maintenance, Tyler Software-as-a-Service (SaaS), and Edina IT Infrastructure Support.
- Tyler Maintenance will increase annually by 4%, Tyler SaaS will not increase for the first five years, IT Infrastructure will increase annually by 3.5%. The total software rate for 2023 will be discounted by 40%.

	Tyler Maintenance	Tyler SaaS	IT Infrastructure	
Base Rate	47,255	21,437	12,000	
				Software Cost
2023	\$28,353	\$12,862	\$7,200	\$48,415
2024	\$49,145	\$21,437	\$12,420	\$83,002
2025	\$51,111	\$21,437	\$12,855	\$85,403
2026	\$53,155	\$21,437	\$13,305	\$87,897
2027	\$55,282	\$21,437	\$13,770	\$90,489

- After 2027 Richfield’s rate increases for software will be determined directly by the then current rates established by Tyler Technologies.

Cost Proposal for
Richfield 911 Dispatch and Public Safety Software Services

2023 - 2027 Cost for 911 Dispatch and Software Services

	911 Dispatch	Software	Annual Total	Monthly Cost
2023	\$321,518	\$48,415	\$369,933	\$30,828
2024	\$332,771	\$83,002	\$415,773	\$34,648
2025	\$344,418	\$85,403	\$429,821	\$35,818
2026	\$356,473	\$87,897	\$444,370	\$37,031
2027	\$368,949	\$90,489	\$459,438	\$38,287

**FOURTH AMENDMENT TO
AGREEMENT BETWEEN EDINA AND RICHFIELD
FOR THE PROVISION OF DISPATCH SERVICES AND OPERATION
AND MAINTENANCE OF THE EMERGENCY COMMUNICATIONS CENTER**

AGREEMENT made this _____ day of _____, 2022 by and between the **City of Edina**, a Minnesota municipal corporation ("Edina") and the **City of Richfield**, a Minnesota municipal corporation ("Richfield"), collectively "the Parties."

WHEREAS, Edina and Richfield are parties to an Agreement dated the 1st day of December, 2013, for the provision of dispatch services and operation and maintenance of the Edina Emergency Communications Center ("Agreement"); and

WHEREAS, the Parties want to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment.** The Agreement shall remain in full force and effect except and amended by this Fourth Amendment. This Fourth Amendment is effective January 1, 2023.
2. **Additional Hosted Software Services.** Beginning on the effective date of this amendment Edina will host and provide additional public safety software services to Richfield as follows:
 - A. Edina has executed an agreement with Tyler Technologies for public safety software services to fully replace the existing Central Square OneSolution software. Implementation of this software is in progress with a target date to fully transition to the new software of approximately June

1, 2023. An amendment to the agreement with Tyler Technologies allows for Edina to provide the software services to Richfield.

- B. Edina will host for Richfield: Police and Fire Computer Aided Dispatch (CAD), Police and Fire Mobile (Windows/iOS/Android), Police Records Management System (RMS), Police eCitations, and Analytics software. In addition, interfaces will be provided to the existing Fire RMS and Fire Station Alerting systems. A detailed list of services to be provided is attached as EXHIBIT A.
- C. Edina will maintain redundant file server hardware in two locations, maintain backups of server data, and will be responsible for all maintenance on file server hardware and software following standard Edina I.T. practices and procedures. Richfield agrees to cooperate with Edina in facilitating normal maintenance and backup procedures including scheduled downtime when necessary.
- D. Richfield will be responsible for the maintenance and related costs for required network connectivity between Edina and Richfield, mobile network connectivity, and all client hardware and software within their facility and mobile units. Richfield will have access to technical support and training for client software from Tyler Technologies.
- E. Richfield will be responsible for the following additional costs related to the implementation of the public safety software: data archiving from existing databases, LOGIS and/or other third-party costs associated with exporting data from existing systems, LOGIS and/or other third-party

costs associated with network reconfiguration, and any Richfield specific GIS data requirements. Richfield will also be responsible for the costs of any additional software, services, and/or implementation costs not specified in EXHIBIT A.

- F. Edina's lead project manager will assure throughout the implementation process that Richfield has complete and up to date information regarding project status, scheduling, milestones, and deadlines. Richfield will identify a project management team and designate a lead project manager. Richfield agrees to make the necessary staff and resources available to meet all project requirements, milestones, and deadlines.
- G. Edina and Richfield recognize the mutual benefits of sharing public safety software and agree to work cooperatively through the duration of this and any future amendments to resolve any conflicts, disagreements, or technical issues related to the software.
- H. Upon termination of this agreement Edina shall retain ownership and control of all Tyler Technologies software and Edina hosted hardware infrastructure. In the event of such a separation Richfield will retain ownership of their data and Edina will facilitate the export of Richfield's data. Richfield will be responsible for any costs associated with the export of data and the independent licensing of any required Tyler Technologies software.

3. **Paragraph 3 of the Agreement is amended to provide as follows:**

Payment for Dispatch Services and Operation and Maintenance of the E.C.C.

Subject to the payment of initial costs pursuant to Paragraph 2 herein and any unbudgeted expenses pursuant to Paragraph 5 herein, beginning January 1, 2023, and continuing through December 31, 2027, Richfield shall pay Edina:

	911 Dispatch	Software	Annual Cost	Monthly Cost
2023	\$321,518	\$48,415	\$369,933	\$30,828
2024	\$332,771	\$83,002	\$415,773	\$34,648
2025	\$344,418	\$85,403	\$429,821	\$35,818
2026	\$356,473	\$87,897	\$444,370	\$37,031
2027	\$368,949	\$90,489	\$459,438	\$38,287

Payment shall be due in advance on or before the first day of each calendar month.

4. **Paragraph 7 of the Agreement is amended to provide as follows:**

Term of Agreement. This Agreement shall be for a term of five (5) years to commence on January 1, 2023. This Agreement may be terminated by either party upon a twelve (12) month advance written termination notice delivered by either party to the other party.

5. **Effective Date.** This Third Amendment is effective January 1, 2023.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF EDINA

BY: _____
James Hovland, Its Mayor

AND _____
Scott Neal, Its City Manager

CITY OF RICHFIELD

BY: _____
Maria Regan Gonzalez, Its Mayor

AND _____
Katie Rodriguez, Its City Manager

EXHIBIT A

**Sales Quotation For:**

City of Edina Police Department
 4801 W 50th St
 Edina MN 55424-1330
 Phone: +1 (952) 826-1610

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
New World Public Safety				
Computer Aided Dispatch				
New World Enterprise Combined LE/Fire/EMS CAD	\$ 72,900	\$ 13,851	\$ 59,049	\$ 12,400
BOLOs	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
CAD Auto Routing	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
CAD AVL	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
Unit Management	\$ 9,600	\$ 1,824	\$ 7,776	\$ 1,633
Web CAD Monitor	\$ 16,000	\$ 3,040	\$ 12,960	\$ 2,722
CAD Paging Interface	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
E-911 Interface	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
NG911 Interface (text to 911)	\$ 12,000	\$ 2,280	\$ 9,720	\$ 2,041
CAD NCIC Interface	\$ 13,600	\$ 2,584	\$ 11,016	\$ 2,313
Pre-Arrival Questionnaire Interface	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
Encoder Interface	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
CAD CFS (xml) Export Interface	\$ 14,400	\$ 2,736	\$ 11,664	\$ 2,449
Alarm Interface (supports CryWolf)	\$ 1,500	\$ 285	\$ 1,215	\$ 255
CAD Data Mart / Includes 3-4 users	\$ 4,800	\$ 912	\$ 3,888	\$ 816
Total	\$ 195,200	\$ 37,088	\$ 158,112	\$ 33,204

EXHIBIT A

Law Enforcement Records Management System				
New World Enterprise Law Enforcement Records	\$ 110,400	\$ 20,976	\$ 89,424	\$ 18,779
Alarms	\$ 4,000	\$ 760	\$ 3,240	\$ 680
Bookings	\$ 4,000	\$ 760	\$ 3,240	\$ 680
Briefing Notes	\$ 3,000	\$ 570	\$ 2,430	\$ 510
Stop Data	\$ 4,000	\$ 760	\$ 3,240	\$ 680
Tyler Content Manager (TCM)	\$ 12,000	\$ 2,280	\$ 9,720	\$ 2,041
Livescan Interface (LERMS)	\$ 7,200	\$ 1,368	\$ 5,832	\$ 1,225
NCIC Interface	\$ 27,200	\$ 5,168	\$ 22,032	\$ 4,627
Law Enforcement Records Management Data Mart / Includes 3-4 users	\$ 4,800	\$ 912	\$ 3,888	\$ 816
Total	\$ 176,600	\$ 33,554	\$ 143,046	\$ 30,038
Mobile				
New World Mobile Server Software	\$ 68,000	\$ 12,920	\$ 55,080	\$ 11,567
MCT Ticket Writer Interface (supports Brazos)	\$ 0	\$ 0	\$ 0	\$ 0
Law Enforcement Mobile Site License	\$ 55,550	\$ 0	\$ 55,550	\$ 11,666
-ShieldForce LE Dispatch				
-LE Dispatch/Messaging/State/NCIC				
-Drivers License Mag Stripe Reader/Barcode Reader Interface				
-Mugshot Image Download				
-LE In-Car Mapping / AVL				
-LE In-Car Routing				
Fire/EMS Mobile Site License	\$ 42,350	\$ 0	\$ 42,350	\$ 8,894
-CrewForce - Fire Dispatch				
-Fire Dispatch/Messaging				
-Fire In-Car Mapping / AVL				
-Fire In-Car Routing				
Field Reporting Site License	\$ 55,550	\$ 10,555	\$ 44,995	\$ 9,449
-LE Field Reporting				
-LE Accident Reporting				
-Field Investigation Field Reporting				
-MCT Ticket Writer				
-Stop Data Reporting				
-Use of Force Reporting				
Total	\$ 221,450	\$ 23,475	\$ 197,975	\$ 41,576
Other Software				
Workstation License	\$ 0	\$ 0	\$ 0	\$ 0

EXHIBIT A

	Total	\$ 0	\$ 0	\$ 0	\$ 0
Brazos					
Interface					
Interface: New World Records Mgmt System		\$ 0	\$ 0	\$ 0	\$ 0
Device Level Interface: New World Mobile		\$ 0	\$ 0	\$ 0	\$ 0
	Total	\$ 0	\$ 0	\$ 0	\$ 0
License					
Brazos Site License		\$ 24,480	\$ 0	\$ 24,480	\$ 5,141
Task: Stop Data		\$ 4,063	\$ 0	\$ 4,063	\$ 853
Interface: County Court (Hennepin Integrated Justice Program)		\$ 5,200	\$ 0	\$ 5,200	\$ 1,092
	Total	\$ 33,743	\$ 0	\$ 33,743	\$ 7,086
Task					
Task: Tow/Impound Report (custom)		\$ 4,063	\$ 0	\$ 4,063	\$ 853
	Total	\$ 4,063	\$ 0	\$ 4,063	\$ 853
	Sub-Total	\$ 631,056		\$ 536,939	\$ 112,757
	<u>Less Discount</u>	<u>\$ 94,117</u>			<u>\$ 112,757</u>
	TOTAL	\$ 536,939		\$ 536,939	\$ 0

Annual / SaaS

Description	Fee	Discount	Annual
New World Public Safety			
Other Software			
Performance Dashboard, Citizen Connect, Explorer, Analytics	\$ 20,200	\$ 0	\$ 20,200
Recurring Costs			
Data Archive	\$ 2,000	\$ 0	\$ 2,000
Hosting			
Mobility Hosting Annual Fee	\$ 3,000	\$ 0	\$ 3,000
SceneDoc			
Scene Collect - Site License	\$ 17,675	\$ 0	\$ 17,675
Brazos			
Hosting Fee			

EXHIBIT A

Brazos Hosting Fee	\$ 2,646	\$ 0	\$ 2,646
TOTAL			\$ 45,521

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
New World Public Safety					
Project Management	1	\$ 68,320	\$ 0	\$ 68,320	\$ 0
Standard System Assurance and Software Installation	1	\$ 9,280	\$ 0	\$ 9,280	\$ 0
Mobility Implementation	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
GIS Implementation	1	\$ 22,620	\$ 0	\$ 22,620	\$ 0
Decision Support Software Implementation	2	\$ 4,350	\$ 0	\$ 8,700	\$ 0
NCIC Installation	1	\$ 21,025	\$ 0	\$ 21,025	\$ 0
Combined or Fire/EMS CAD Configuration (up to 2 PSAPs)	1	\$ 13,050	\$ 0	\$ 13,050	\$ 0
CAD Training (10 users ea.)	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
CAD Go-Live Support	1	\$ 13,050	\$ 0	\$ 13,050	\$ 0
Web CAD Monitor Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
CAD Paging Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
E-911 Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
NG911 Interface Installation	1	\$ 580	\$ 0	\$ 580	\$ 0
Pre-Arrival Questionnaire Interface Installation	3	\$ 1,160	\$ 0	\$ 3,480	\$ 0
Encoder Interface Installation	1	\$ 3,480	\$ 0	\$ 3,480	\$ 0
CAD Export Interface Installation Fee	2	\$ 2,320	\$ 0	\$ 4,640	\$ 0
Alarm Interface Installation Fee	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Law Enforcement Records Configuration (up to 5 agencies)	1	\$ 8,700	\$ 0	\$ 8,700	\$ 0
Law Enforcement Records Training (includes 10 trainers ea.)	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
Law Enforcement Records Go-Live Support	1	\$ 8,700	\$ 0	\$ 8,700	\$ 0
Livescan Interface Installation	2	\$ 4,640	\$ 0	\$ 9,280	\$ 0
Ticket Writer for Brazos Installation	1	\$ 0	\$ 0	\$ 0	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Configuration	1	\$ 14,500	\$ 0	\$ 14,500	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Training (10 trainers ea.)	1	\$ 8,700	\$ 0	\$ 8,700	\$ 0

EXHIBIT A

Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Go-Live	1	\$ 13,050	\$ 0	\$ 13,050	\$ 0
Performance Dashboards Installation and Remote Training	1	\$ 4,500	\$ 0	\$ 4,500	\$ 0
New World SceneCollect Activation Services	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Custom Interface to MRAP/HennRAP	1	\$ 16,640	\$ 0	\$ 16,640	\$ 0
Enterprise Law Enforcement Additional Modules				\$ 4,640	\$ 0
Conversions				\$ 29,000	\$ 0
Brazos					
Brazos Project Management	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up & Config	1	\$ 14,500	\$ 0	\$ 14,500	\$ 0
New World Interface: Set Up & Configuration	1	\$ 0	\$ 0	\$ 0	\$ 0
Set Up Fees - Third Party Hardware	34	\$ 50	\$ 0	\$ 1,700	\$ 0
Training	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Additional eCitation Child Configuration	1	\$ 4,500	\$ 0	\$ 4,500	\$ 0
TOTAL				\$ 327,455	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
New World Public Safety					
Embedded Third Party Software	1	\$ 16,500	\$ 16,500	\$ 3,465	\$ 3,465
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation	1	\$ 6,000	\$ 6,000	\$ 1,260	\$ 1,260
Red Hat Enterprise Linux Server (3-year subscription)	1	\$ 2,500	\$ 2,500	\$ 0	\$ 0
Lantronix UDS-1100	3	\$ 175	\$ 525	\$ 0	\$ 0
Bar Coding Scanner Kit w/Signature Pad	2	\$ 4,600	\$ 9,200	\$ 0	\$ 0
<i>Sub-total</i>			\$ 34,725		\$ 4,725
<i>Less Discount</i>			<i>\$ 0</i>		<i>\$ 4,725</i>
TOTAL			\$ 34,725		\$ 0

EXHIBIT A

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 536,939	\$ 112,757
Total Annual	\$ 0	\$ 45,521
Total Tyler Services	\$ 327,455	\$ 0
Total Third-Party Hardware, Software, Services	\$ 34,725	\$ 4,725
Estimated Travel Expenses	\$ 63,500	\$ 0
Summary Total	\$ 962,619	\$ 163,003

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
New World Public Safety				
Conversion				
Data Archive Single Source: CAD and LERMS (up to 10 modules) -There is no limit on the number of users or storage included	1	\$ 29,000	\$ 0	\$ 29,000
TOTAL				\$ 29,000

Detailed Breakdown of Optional Conversions

Description	Quantity	Unit Price	Discount	Total
New World Public Safety				
Conversion				
Data Archive Addtl Source: LERMS Only (up to 10 modules) - Richfield Data Archiving	2	\$ 13,000	\$ 0	\$ 26,000
TOTAL				\$ 26,000

EXHIBIT A

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

EXHIBIT A

Custom interface will be operational with existing third-party software. Any subsequent changes to third party applications may require additional services.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to 3 agencies per fee.

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1 (or higher). If the client has selected a cloud hosted deployment Tyler has the ability to deploy the Virtual Message Switch (VMS) in the AWS GovCloud environment or on-premises. The location of the VMS is dependent on State requirements. If the State will not allow the VMS to be hosted in the AWS environment then the VMS will be deployed on the Client's existing secure State approved network on virtualized infrastructure provided by the client.

An unlimited Law Enforcement Mobile Site License is included for the agencies above. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

New World ShieldForce client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch. AVL requires third-party GPS hardware.

An unlimited Fire/EMS Mobile Site License is included for the agencies above. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

New World CrewForce client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch. SceneDoc Android users are recommended to use the following hardware (minimum OS version 7): Google Pixel, Kyocera Duraforce Pro, Samsung S7 and above, Note 7 and above, Sonim XP8, HTC Nexus 9 and above, and Samsung Galaxy Tab S3 and above. SceneDoc iOS users are expected to use any iOS device that has OS version 11 or above. The following printers are supported by SceneDoc's Android and iOS mobile applications: Brother PocketJet 763MFI (8 inch), Brother RuggedJet 4230 B (4 inch), Brother RuggedJet 4030 Ai (4 inch), and Zebra ZQ520 (4 inch). The following web browsers are recommended when using SceneDoc's web console: Firefox, Chrome, Internet Explorer (IE) 11 and the latest version of Microsoft Edge. Please note older versions of IE are NOT supported including using compatibility modes in IE.

NG911 Requires West hardware at each workstation responding to texts; not included in proposal.

The site license includes the following agencies as authorized users:

- City of Edina
- City of Richfield

Brazos quote includes the following:

- Parent/Child laptop configuration (Edina/Richfield)
- Brazos site license
- Traffic citations - Minnesota Standard Citation Template (One for Edina and one for Richfield)
- Warning citations - One Template Definable by Edina and Richfield
- Local code citations - Minnesota Standard Citation Template plus Local Code/Ordinance Violations
- Tow Task (Custom & Global) - One Template for Both Edina and Richfield

EXHIBIT A

- Stop Data Task (Global) - One Task for Both Edina and Richfield - No Output
- County Court Interface (Hennepin Integrated Justice Program for 2 agencies)
- RMS citation integration (New World)
- RMS tow integration (New World)
- Device level integration (New World)
- Hardware setup (34 existing thermal printers)
- All services to manage, implement and train-the-trainers

Scene Collect - Site license includes up to 50.5TB of cloud storage (101 users used for calculation x 500GB per user)



STAFF REPORT NO. 27
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Jordan Vennes, Water Resources Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/15/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the rejection of all bids submitted for the Sheridan Pond Maintenance Project and direct staff to rebid the project in fall 2022.

EXECUTIVE SUMMARY:

Rationale for Rejecting Submitted Bids

City staff is recommending the Council reject all bids for the Sheridan Pond Maintenance Project because of the high price of bids received relative to the engineer's estimate. The City received bids ranging from \$425,145.41 to \$557,262.50 while the engineer's estimate was \$333,000.00.

Staff believes that high bids were in part a result of unforeseen delays in the project's schedule. Dredging work is most cost-effectively performed in the deep winter months. Originally the project was to be bid in December 2021, allowing contractors more time to complete the work which is ideally completed under frozen conditions. The schedule in which the project was bid would require contractors to perform the majority of work in spring conditions. Although staff knew the timeline was shortened the decision to move forward with advertising the project was made in an effort to complete the project as planned, prior to summer 2022. At this time, due to the high bids, staff would like to seek bids for the project again in fall of 2022 to maximize the amount of time for dredging work to be performed under frozen conditions which should make for more competitive bids.

Project Background

- Richfield Public Works Stormwater Utility division initiated this project to remove accumulated sediment from the pond in Sheridan Park.
- Sediment cores were taken where sediment will be removed in the basin and it is estimated that approximately 3700 tons of MPCA regulated material will be removed.
- All dredged material shall be hauled and disposed of by the contractor in a landfill facility permitted to accept MPCA regulated dredged materials or shall be hauled and disposed of by the contractor at a site with an industrial land use classification that is selected by the contractor and approved by the City.
- Existing invasive plant species will be aggressively managed and select woodland areas will be converted to oak savanna. This effort includes the removal of 91 trees greater than 8" in diameter (primarily ash) to open tree canopy for ground cover establishment, and planting of a diversity of pollinator plant species, including tree and shrub species.
- Other maintenance and modification activities include installation of a new outlet structure, riprap and

filter at the ends of two inlets and the outlet, and clearing and grubbing.

- Area residents were invited to a public open house in December 2021 to learn about the upcoming project and ask questions. If the bids are rejected, the residents will be notified of the delay.

RECOMMENDED ACTION:

By motion: Reject all bids submitted for the Sheridan Pond Maintenance Project and direct staff to rebid the project in fall 2022.

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 will be the first significant dredging of 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.
- The City has the authority to reject all bids for any reason.

C. CRITICAL TIMING ISSUES:

- Rejection of bids and rebidding in fall of 2022 will allow contractors to begin the work over the winter months, which will allow for project completion prior to spring.
- City staff will notify area residents about the project's delay and reasons for the decision.

D. FINANCIAL IMPACT:

- Five bids were read at the bid opening on February 14, 2022, ranging from \$425,145.41 to \$557,262.50 while the engineer's estimate was \$333,000.00.
- City staff and Barr Engineering believe the number of contractors still seeking winter work was low and the project's spring timeline led to higher than anticipated bids.
- Costs associated with rejecting the bids and rebidding the project at a future date will be minimal.
- Funding for the Sheridan Pond Maintenance Project was included in the 2022 Adopted budget and will remain in the 2022 Revised/2023 Proposed budget and is funded through stormwater user fees.

E. LEGAL CONSIDERATION:

- The bid opening held on February 14, 2022 was in accordance with legal requirements.
- The ad for bid was published on January 20, 2022 in the Sun Current.
- The City Attorney has reviewed this staff report and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
 Bid Tab	Cover Memo

CITY OF RICHFIELD, MINNESOTA

Bid Opening
February 14, 2022
10:00 a.m.

Sheridan Pond Maintenance Project
Bid No. 22-01

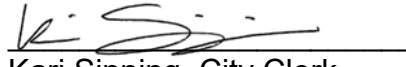
Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Kari Sinning who announced that the purpose of the meeting was to receive; open and read aloud bids for the Sheridan Pond Maintenance Project, as advertised in the official newspaper on January 20, 2022.

Present: Kari Sinning, City Clerk
Joe Powers, City Engineer/Public Works Director Representative
Jordan Vennes, Water Resources Engineer
Scott Kulzer, Public Works Administrative Aide/Analyst
Chris Swanson, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Bond	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Base Bid
All Phase Contracting, Inc; Forest Lake, MN	Provided	Provided	Provided	Provided	\$425,145.41
Meyer Contracting Inc; Maple Grove, MN	Provided	Provided	Provided	Provided	\$426,178.82
Minnesota Dirt Works Inc; Lakeville, MN	Provided	Provided	Provided	Provided	\$442,333.00
Sunram Construction, Inc; Corcoran, MN	Provided	Provided	Provided	Provided	\$465,338.00
New Look Contracting, Inc.; Rogers, MN	Provided	Provided	Provided	Provided	\$557,262.50

The City Clerk announced that the bids would be tabulated and considered at the February 22, 2022 City Council Meeting.


Kari Sinning, City Clerk



STAFF REPORT NO. 28
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/15/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution authorizing the purchase of one temporary construction easement and one permanent right-of-way easement at 6501 Lyndale Ave South (L.A. Fitness) for the 65th Street Reconstruction Project.

EXECUTIVE SUMMARY:

As part of the 65th Street Reconstruction Project, certain temporary construction and permanent right-of-way easements must be acquired for construction. Temporary construction and permanent right-of-way easements are sometimes needed in order to implement major infrastructure projects and facilitate the construction thereof. Property owners receive compensation for both types of easements but for temporary construction easements the area remains under ownership of the property owner and it is restored and turned-back after construction is complete.

The property owner at 6501 Lyndale Ave South (L.A. Fitness) has accepted the offer to purchase the easements and has completed the necessary paperwork to finalize the transaction.

In order for the easements to become effective, City Council must approve the resolution authorizing payment to the property owners in the agreed upon amounts.

RECOMMENDED ACTION:

By motion: Approve the resolution authorizing the purchase of one temporary construction easement and one permanent right-of-way easement at 6501 Lyndale Ave South (L.A. Fitness) for the 65th Street Reconstruction Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City Council approved the preliminary design layout for the 65th Street Reconstruction Project on July 28, 2020.
- Staff and the engineering consultant are working through final design engineering with the intent to let the project in early 2022.
- Temporary construction and permanent right-of-way easements are sometimes needed in order to

implement major infrastructure projects and facilitate their construction.

- These easements are necessitated by the larger footprint of the new roundabout compared to the footprint of the existing roadway design.
- The value of the easements are determined via negotiation between a real estate appraisal firm and the property owners following standard appraisal practices.

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

- The city has authority to acquire easements through an "offer to purchase" and if no agreement can be reached the city can acquire property through eminent domain for public purposes.
- Despite the fact that the City began condemnation proceedings for the required easements, the parties were able to come to an agreement through the "offer to purchase" method.

C. CRITICAL TIMING ISSUES:

Timely payment for and acquisition of the easements will allow construction to begin as planned in 2022.

D. FINANCIAL IMPACT:

- 6501 Lyndale Ave S (PID: 27-028-24-23-011) requires a temporary construction easement payment of \$800.00; a permanent right-of-way easement payment of \$2,125.00; and an additional landscaping settlement payment of \$1,500.00 for a total of \$4,425.00.
- Funding for the purchase of the easements required for the construction of the 65th St Reconstruction Project will be paid by City funds dedicated to project costs.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreements and will be available at the meeting to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❑ 6501 Lyndale Easement	Contract/Agreement
❑ Resolution	Resolution Letter



PO Box 25376
Woodbury, MN 55125
651.955.5594

Date: February 1, 2022

To: Joe Powers, PE, City Engineer
City of Richfield

From: Sara Flagstad
Right of Way Specialist
Henning Professional Services, Inc.

Re: **PAYMENT REQUEST**

City Project: Richfield 65th Street Reconstruction Project
Parcel: 1
PID #(s): 270282423011
Property Address: 6501 Lyndale Ave.

Make check payable to: Lyndale Station, LLC
Mail to:
Lyndale Station, LLC
Attn: Joe Houseman
1625 Energy Park Drive, #100
Saint Paul, MN 55108

Payment Amount: **\$4,425.00**

Notes/Enclosed: Original Easement Documents to be recorded
Memorandum of Understanding
W9
Please mail check directly to property owner at the address
above, and email a copy of the check to Sara Flagstad at
sflagstad@henningprofessionalservices.com

OFFER SUMMARY	
Permanent Sidewalk, Landscaping, Utility, and Drainage Easement 118 sf	\$ 2,125.00
Temporary Easement 166 sf	\$ 800.00
Additional Damages Landscaping	\$ 1,500.00
TOTAL (rounded to):	\$ 4,425.00

MEMORANDUM OF UNDERSTANDING
City of Richfield – 65th Street Reconstruction Project

Parcel: 1
PID: 2702824230111
Fee Owner(s): Lyndale Station LLC

On this 21 day of January, 2022, Lyndale Station LLC, Owner(s) of the above-described parcel of property located in the City of Richfield, County of Hennepin, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Richfield.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and a summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the City of Richfield 65th Street Reconstruction Project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Richfield has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Richfield shall pay the Owner(s) the sum of **Four thousand four hundred twenty-five and no/100 Dollars (\$4,425.00)** for easement(s) and damages. Owner(s) understand that payment by the City of Richfield must await recording, City Council approval, verification of marketable title, and lender consents, if needed.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.
5. Additionally: N/A

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and Easement Document(s) dated 1/21, 2022 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: 1/10/2022

By: Sara N. Flagstad
Sara N. Flagstad, Agent for the City of Richfield

Date: 1/12/2022

Lyndale Station LLC
By: Wellington Properties LLC
Its: Manager

By: [Signature]
Name: Stephen B. Wellington, Jr.
Its: Chief Manager

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 21 day of January, 2022, by Lyndale Station LLC, a Minnesota limited liability company (“**Grantor**”), in favor of the City of Richfield, a Minnesota municipal corporation (“**Grantee**”) (together with Grantor referred to herein as the “**Parties**” or each a “**Party**”).

RECITALS

- A. Grantor is the fee owner of certain real property located in Hennepin County and legally described on **Exhibit A** attached hereto (the “**Property**”);
- B. Grantor wishes to grant to Grantee a certain temporary easement for construction purposes as hereinafter described over, under, across, and through the Property, which is legally described on **Exhibit B**, attached hereto, and further depicted on **Exhibit C** and **Exhibit D**, attached hereto, (the “**Easement Area**”) according to the terms and conditions contained herein (the “**Easement**”).

TERMS OF EASEMENT

1. Recitals. The recitals above are hereby incorporated herein and made part of the Easement.
2. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee an easement for construction purposes over, under, across, and through the Easement Area.
3. Scope of Easement. The Easement includes the right of Grantee, its contractors, agents, and employees to enter upon the Easement Area at all reasonable times for the purposes of constructing improvements in accordance with the 65th Street Improvements Project (the “**Work**”).

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, improvements, or vegetation within the Easement Area that in Grantee’s judgment unreasonably interferes with the Work.

Grantor will not erect, construct, or create any building, improvement, obstruction or structure of any kind within the Easement Area during the term of this easement, either above or below the surface or change the grade thereof without the express written permission of Grantee.

4. Indemnification. Grantee hereby agrees to indemnify and hold harmless Grantor, its partners, agents, and its respective employees, successors, and assigns, from and against any and all claims, liabilities, losses, disputes, causes of actions, judgments, costs and expenses (including reasonable attorneys' fees) in connection with personal injury, death, or property damage arising out of the City's Work in and approximate to the Easement Area.

5. Insurance. Grantee shall maintain at its expense commercial general liability insurance against claims for personal injury, death, or property damage arising out of the Work in and the public's use of the Easement Area.

6. Warranty of Title. Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to the Grantee the Easement herein.

7. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor and its successors and assigns.

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

9. Term. The easement granted herein shall expire on June 30, 2023.

STATE DEED TAX DUE HEREON: NONE

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

GRANTOR:

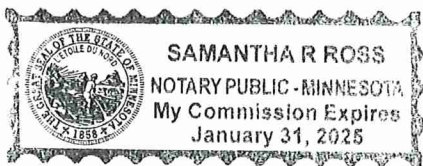
Lyndale Station LLC

By: Wellington Properties LLC
Its: Manager

By: 
Name: Stephen B. Wellington, Jr.
Its: Chief Manager

STATE OF MINNESOTA)
) ss.:
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 12 day of January, 2022, by Stephen B. Wellington, Jr., as Chief Manager of Wellington Properties LLC, a Minnesota limited liability company, Manager of Lyndale Station, LLC, a Minnesota limited liability company, on behalf of Lyndale Station as Grantor.



NOTARY STAMP OR SEAL


Notary Public

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, Lyndale Station, according to the recorded plat thereof, Hennepin County, Minnesota.

Torrens Property, Certificate No. 1356170

PIN: 27-028-24-23-0111

EXHIBIT B

Legal Description of the Temporary Easement Area

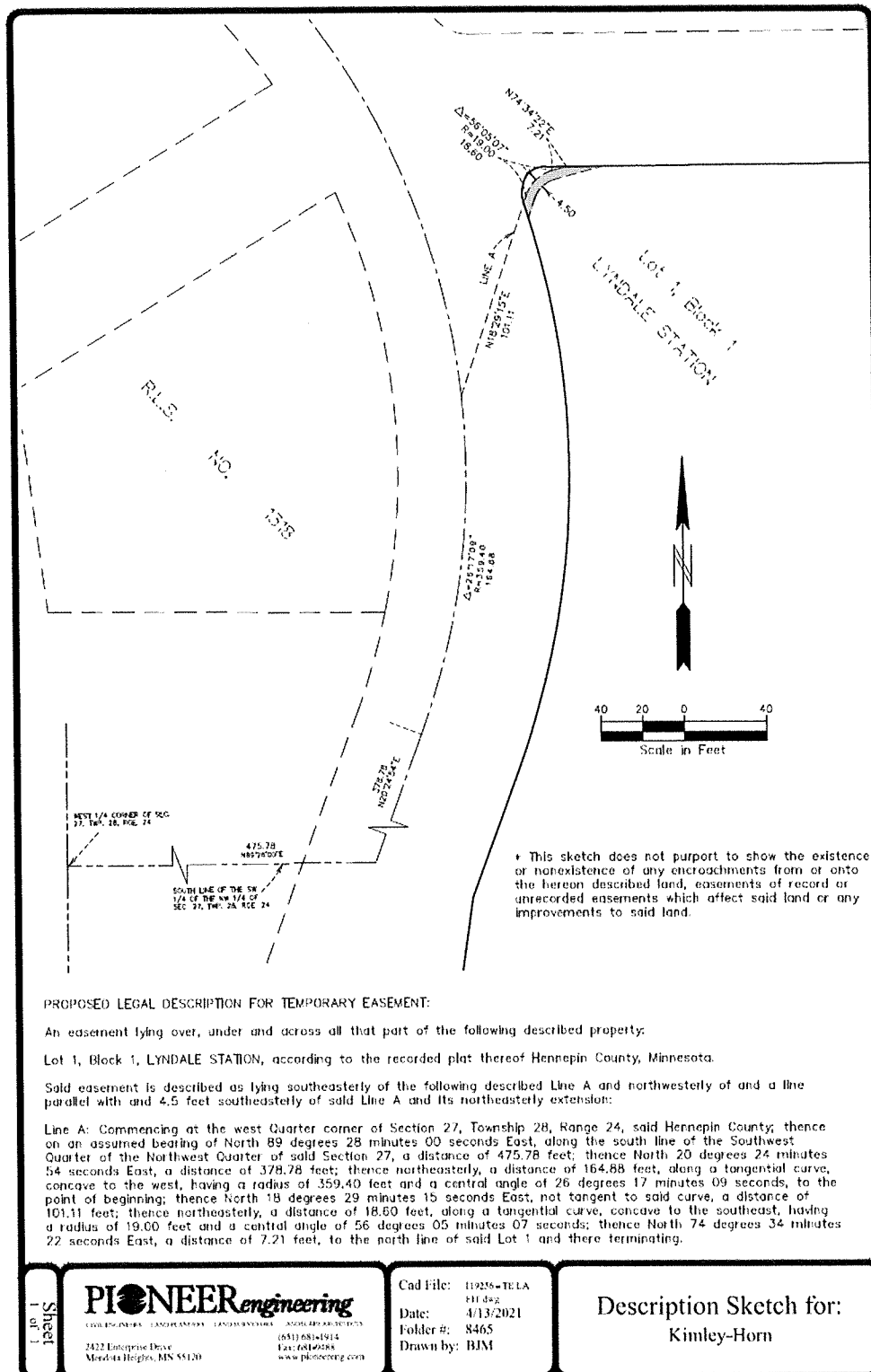
An easement lying over, under and across all that part of the following described property:

Lot 1, Block 1, LYNDAL STATION, according to the recorded plat thereof Hennepin County, Minnesota.

Said easement is described as lying southeasterly of the following described Line A and northwesterly of and a line parallel with and 4.5 feet southeasterly of said Line A and its northeasterly extension:

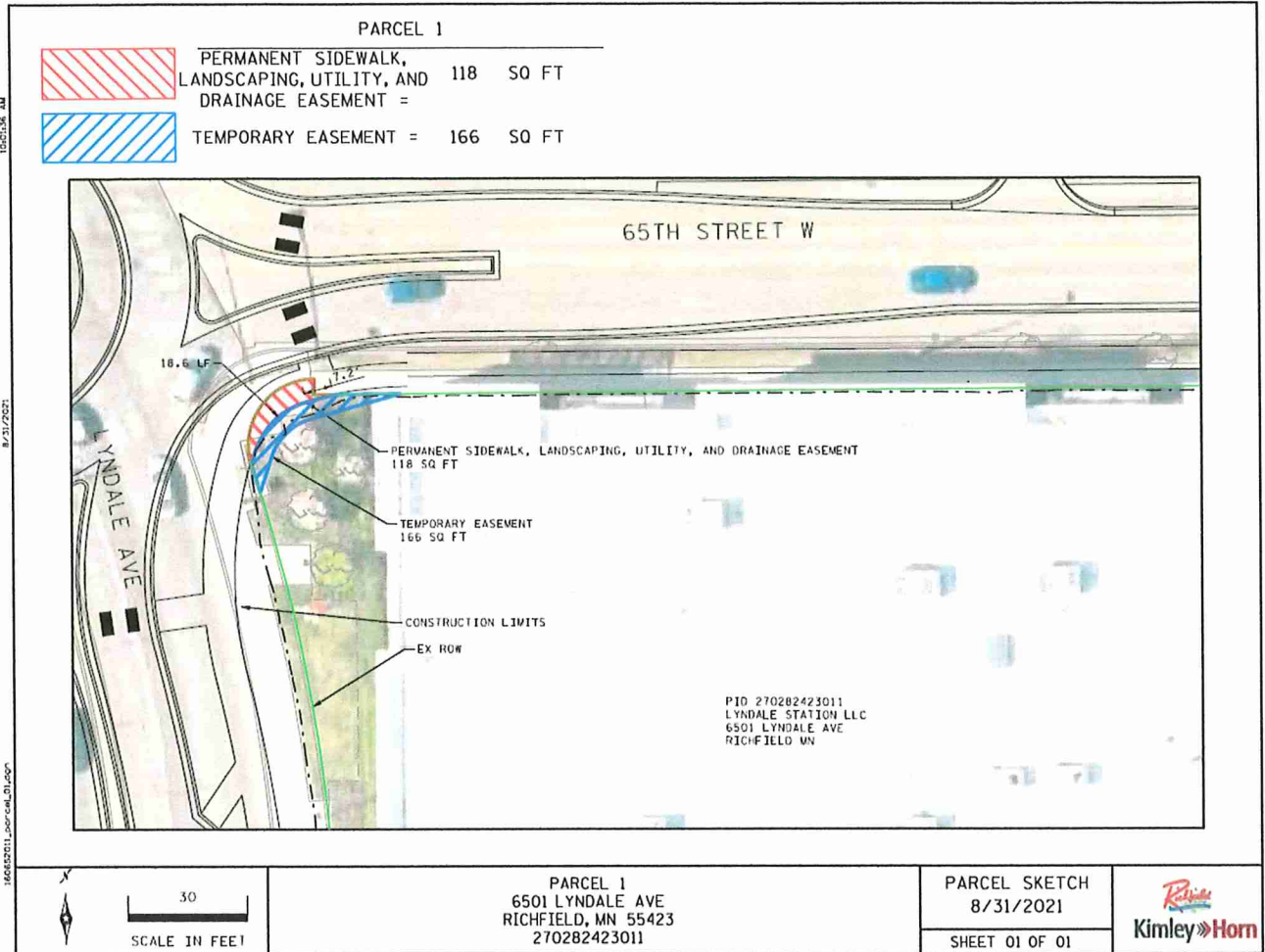
Line A: Commencing at the west Quarter corner of Section 27, Township 28, Range 24, said Hennepin County; thence on an assumed bearing of North 89 degrees 28 minutes 00 seconds East, along the south line of the Southwest Quarter of the Northwest Quarter of said Section 27, a distance of 475.78 feet; thence North 20 degrees 24 minutes 54 seconds East, a distance of 378.78 feet; thence northeasterly, a distance of 164.88 feet, along a tangential curve, concave to the west, having a radius of 359.40 feet and a central angle of 26 degrees 17 minutes 09 seconds, to the point of beginning; thence North 18 degrees 29 minutes 15 seconds East, not tangent to said curve, a distance of 101.11 feet; thence northeasterly, a distance of 18.60 feet, along a tangential curve, concave to the southeast, having a radius of 19.00 feet and a central angle of 56 degrees 05 minutes 07 seconds; thence North 74 degrees 34 minutes 22 seconds East, a distance of 7.21 feet, to the north line of said Lot 1 and there terminating.

EXHIBIT C **Depiction of the Easement Area**



© 2021 Pioneer Engineering, P.A.

EXHIBIT D **Depiction of the Temporary Easement Area in Blue**



CONSENT AND JOINDER BY MORTGAGEE

Bremer Bank, National Association, a national banking association, holder of a Mortgage on the Property which is described as follows:

Lot 1, Block 1, Lyndale Station, according to the recorded plat thereof, Hennepin County, Minnesota ("Property").

hereby consents and joins in this Agreement, so as to subject and subordinate the undersigned's interest to said Easement.

Dated: 1/21, 2022

BREMER BANK, NATIONAL ASSOCIATION

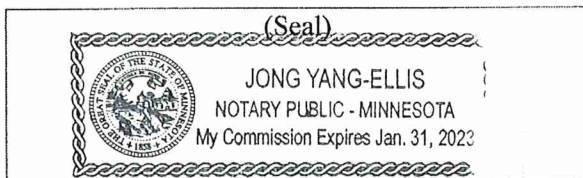
By: Kristine A. Johnson
Name: Kristine A. Johnson
Its: Vice President

STATE OF MINNESOTA

COUNTY OF Hennepin

} ss.

The foregoing instrument was acknowledged before me this 20th day of January, 2022, by Kristine Johnson, the Vice President of Bremer Bank, National Association, a national banking association, on behalf of the banking association.



Jong Yang-Ellis
Notary Public

SIDEWALK, LANDSCAPING, UTILITY, AND DRAINAGE EASEMENT

THIS INSTRUMENT is made this 21 day of January, 2022, by Lyndale Station LLC, a Minnesota limited liability company ("**Grantor**"), in favor of the City of Richfield, a Minnesota municipal corporation ("**Grantee**") (together with Grantor referred to herein as the "**Parties**" or each a "**Party**").

RECITALS

- A. Grantor is the fee owner of property in Hennepin County, Minnesota, legally described on the attached Exhibit A (the "Property").
- B. Grantor desires to grant to the City a non-exclusive sidewalk, landscaping, utility, and drainage easement, according to the terms and conditions contained herein.

TERMS OF EASEMENT

1. Recitals. The recitals above are hereby incorporated herein and made part of the Easement.
2. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor grants and conveys to the City a permanent, non-exclusive sidewalk, landscaping, utility, and drainage easement for public purposes over, under, across, and through that part of the Property legally described on Exhibit B and as depicted on Exhibit C and Exhibit D (the "Easement Area").
3. Scope of Easement. The above-described permanent sidewalk, landscaping, utility, and drainage easement includes the rights of the City, its contractors, agents, and employees to do whatever is necessary for enjoyment of the rights granted herein to use the Easement Area for landscaping purposes, a public sidewalk, drainage, utilities, and related purposes, including the right to enter the Easement Area for purposes of constructing, operating, maintaining, altering, grading, repairing, replacing, or removing a sidewalk, sanitary sewer, storm sewer, watermain, or other public and landscaping improvements, including but not limited to, the right itself, or to allow public or private utility companies, to place, maintain, improve, repair, replace, and remove

utilities and related facilities within the Easement Area, and the rights to cut, trim, or remove trees, shrubs, or other vegetation existing within the Easement Area, and to prohibit obstructions and grading alterations now or in the future as in City's judgment unreasonably interfere with the use or maintenance of the Easement Area.

4. Insurance. Grantee shall maintain at its expense commercial general liability insurance against claims for personal injury, death, or property damage arising out of the public's use of the Easement Area.

5. Warranty of Title. Grantor warrants that Grantor is the fee owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

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

7. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, and its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

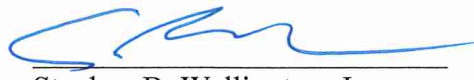
Dated this 21 day of January, 2022

[The rest of this page left intentionally blank; signatures to follow on next page]

GRANTOR:

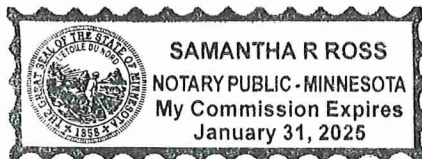
Lyndale Station LLC

By: Wellington Properties LLC
Its: Manager

By: 
Name: Stephen B. Wellington, Jr.
Its: Chief Manager

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

The foregoing instrument was acknowledged before me this 12 day of January, 2021, by Stephen B. Wellington, Jr., as Chief Manager of Wellington Properties LLC, a Minnesota limited liability company, Manager of Lyndale Station LLC, a Minnesota limited liability company, on behalf of Lyndale Station as Grantor.




Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, Lyndale Station, according to the recorded plat thereof, Hennepin County, Minnesota.

Torrens Property, Certificate No. 1356170

PIN: 27-028-24-23-0111

EXHIBIT B

Legal Description of the Easement Area

An easement lying over, under and across all that part of the following described property:

Lot 1, Block 1, LYNDAL STATION, according to the recorded plat thereof Hennepin County, Minnesota.

Said easement is described as lying northwesterly of the following described line:

Commencing at the west Quarter corner of Section 27, Township 28, Range 24, said Hennepin County; thence on an assumed bearing of North 89 degrees 28 minutes 00 seconds East, along the south line of the Southwest Quarter of the Northwest Quarter of said Section 27, a distance of 475.78 feet; thence North 20 degrees 24 minutes 54 seconds East, a distance of 378.78 feet; thence northeasterly, a distance of 164.88 feet, along a tangential curve, concave to the west, having a radius of 359.40 feet and a central angle of 26 degrees 17 minutes 09 seconds, to the point of beginning; thence North 18 degrees 29 minutes 15 seconds East, not tangent to said curve, a distance of 101.11 feet; thence northeasterly, a distance of 18.60 feet, along a tangential curve, concave to the southeast, having a radius of 19.00 feet and a central angle of 56 degrees 05 minutes 07 seconds; thence North 74 degrees 34 minutes 22 seconds East, a distance of 7.21 feet, to the north line of said Lot 1 and there terminating.

EXHIBIT C **Map of the Easement Area**

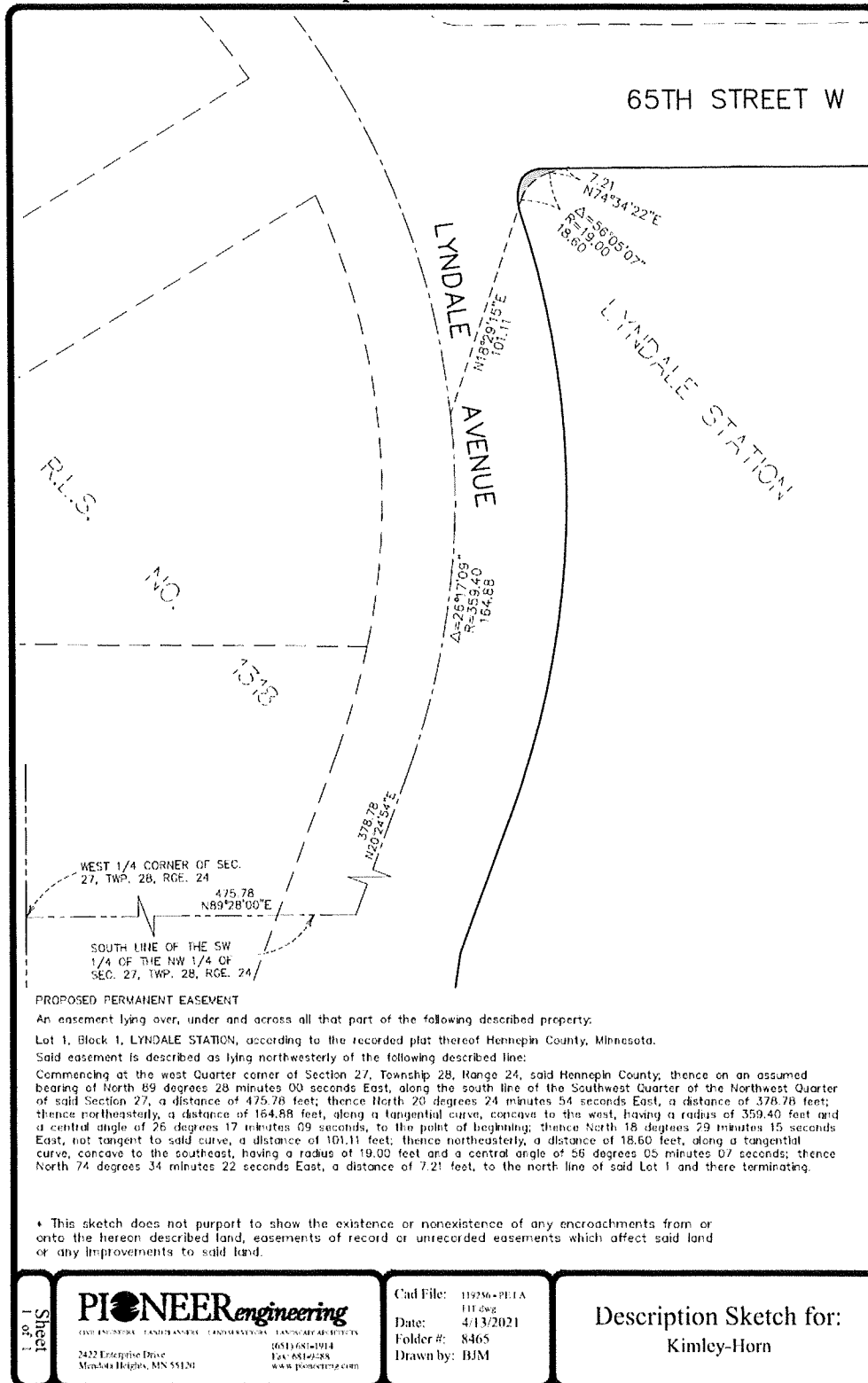
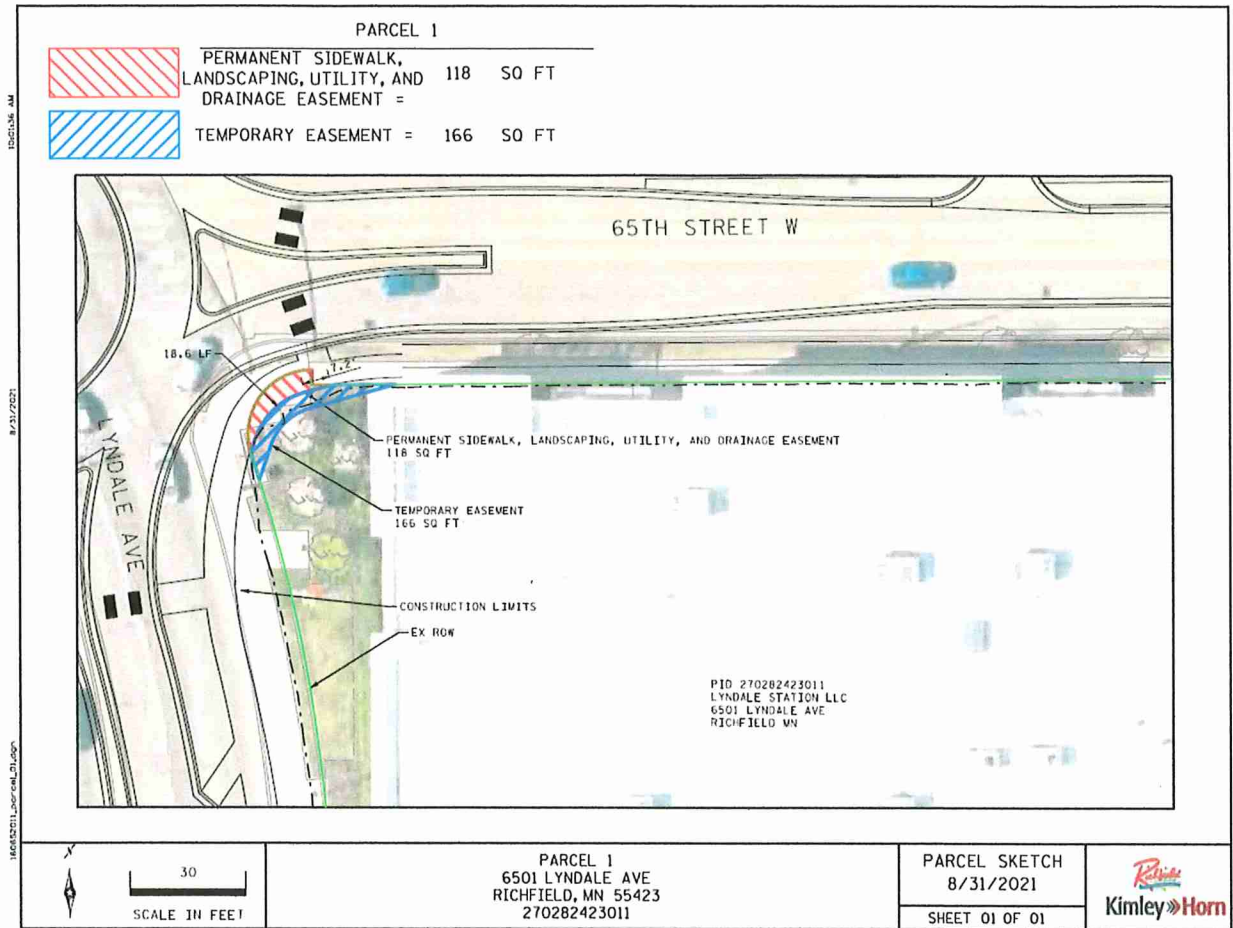


EXHIBIT D **Depiction of the Easement Area in Red**



CONSENT AND JOINDER BY MORTGAGEE

Bremer Bank, National Association, a national banking association, holder of a Mortgage on the Property which is described as follows:

Lot 1, Block 1, Lyndale Station, according to the recorded plat thereof, Hennepin County, Minnesota ("Property").

hereby consents and joins in this Agreement, so as to subject and subordinate the undersigned's interest to said Easement.

Dated: 1/21, 2022

BREMER BANK, NATIONAL ASSOCIATION

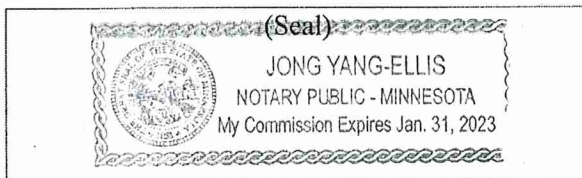
By: Kristine A. Johnson
Name: Kristine A. Johnson
Its: Vice President

STATE OF MINNESOTA

COUNTY OF Hennepin

} ss.

The foregoing instrument was acknowledged before me this 20th day of January, 2022, by Kristine Johnson, the Vice President of Bremer Bank, National Association, a national banking association, on behalf of the banking association.



Jong Yang-Ellis
Notary Public

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO MAKE PAYMENTS FOR THE PURCHASE OF A TEMPORARY CONSTRUCTION AND A PERMANENT RIGHT-OF-WAY EASEMENT AT 6501 LYNDALE AVE SOUTH (PID# 27-028-24-23-011) AS PART OF THE 65TH STREET RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield; and

WHEREAS, the City, a Minnesota municipal corporation acting by and through its City Council, is authorized by law to acquire land and other interests in real estate which are needed for public use or purpose; and

WHEREAS, the City Council finds that public safety and convenience require that the City undertake and complete improvements known as the 65th Street Reconstruction Project to improve the pavement conditions, replace deteriorating sidewalks and upgrade aging underground utilities while improving operational safety for pedestrians, bicyclists and vehicles; and

WHEREAS, it is necessary to acquire temporary construction and permanent right-of-way easements encumbering the property at 6501 Lyndale Ave South (PID# 27-028-24-23-011); and

WHEREAS, the good faith efforts of employees and agents of the City, in addition to the property owners, has resulted in the acceptance of offers to purchase the aforementioned easements without need for further negotiations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to make payments to the property owner and make effective the agreed upon easements to ensure timely construction of the project in 2022.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of February, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk



STAFF REPORT NO. 29
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/15/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a Construction and Maintenance Agreement with 6200 Penn, LLC, and LB Richfield, LLC (Lunds and Byerlys) that defines ownership and maintenance responsibilities for certain features constructed at 6200 Penn Avenue.

EXECUTIVE SUMMARY:

The properties at 6200 Penn Avenue were redeveloped to construct a new residential apartment building which partially shares a parking lot with the neighboring Lunds and Byerlys, located at 6228 Penn Avenue.

The redevelopment project included site improvements on both public and private property. This new redevelopment also includes stormwater infrastructure which services both the new residential apartment building and the existing Lunds and Byerlys. Therefore, the responsibility and maintenance of these structures is shared by both entities and is outlined in the agreement by separating the two properties into "Lot 1" and "Lot 2".

The City has worked with the developer and the property owner of 6228 Penn Avenue to draft a Construction and Maintenance Agreement that defines ownership and maintenance responsibilities for the features of the site and boulevard improvements constructed as part of the project. These improvements and responsibilities are detailed in Exhibit D and include:

- Public Sidewalk and Trail Maintenance & Snow Removal
- Landscaping and Irrigation
- Public Utilities
- Boulevard Trees
- Sidewalk Lighting on Penn Ave
- Stormwater Improvements

RECOMMENDED ACTION:

By Motion: Approve the Construction and Maintenance Agreement with 6200 Penn, LLC, and LB Richfield, LLC (Lunds and Byerlys) that defines ownership and maintenance responsibilities for certain features constructed at 6200 Penn Avenue.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City required the redevelopment to provide stormwater quality treatment before stormwater enters the City system. The onsite treatment structures will help remove pollutants and particles before the water enters the public system. In order for the treatment structure to function as designed, it must be inspected and cleaned regularly.
- Drainage improvements were also constructed on the site and include an underground stormwater detention system and outlet control structures which temporarily store stormwater on the property before delivering it to the public system. In order for the detention system to function as designed, it must be inspected and maintained regularly.
- The agreement provides direction on inspection, repair, replacement, and maintenance of the treatment structure, detention system, and the public improvements, in addition to the remedies for the failure to comply with the provisions of this agreement.

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

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

C. CRITICAL TIMING ISSUES:

The redevelopment project is nearing completion and the execution of the Construction and Maintenance Agreement is appropriate at this time.

D. FINANCIAL IMPACT:

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

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Lund's Construction and Maintenance Agreement	Contract/Agreement
<input type="checkbox"/> Exhibit A	Exhibit
<input type="checkbox"/> Exhibit B Part 1	Exhibit
<input type="checkbox"/> Exhibit B Part 2	Exhibit
<input type="checkbox"/> Exhibit C	Exhibit
<input type="checkbox"/> Exhibit D	Exhibit

CONSTRUCTION AND MAINTENANCE AGREEMENT

This construction and maintenance agreement (“Agreement”), is made and entered into as of the _____ day of _____, 2021 by and between 6200 Penn, LLC, a Minnesota limited liability company, LB Richfield, LLC, a Minnesota limited liability company, both with a principal office address of 4100 50th Street, Suite 2100, Edina, Minnesota 55424, and the City of Richfield, Minnesota, a Minnesota municipal corporation, located at 6700 Portland Avenue S., Richfield, Minnesota, 55423.

RECITALS

A. LB Richfield, LLC (hereinafter “Lot 1 Owner”) owns Lot 1 of certain real property located in the City of Richfield (hereinafter “City”) described in the attached Exhibit A (the “Property”).

B. 6200 Penn LLC (hereinafter “Developer”) owns Lot 2 of the Property.

C. Developer has begun construction of buildings and related site improvements (“Site Improvements”) on the Property and intends to also construct a parking lot on the Property.

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

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

F. For the purpose of providing the basis for design, construction, repair, replacement, and maintenance of the Stormwater Improvements and Public Area improvements, the parties wish to enter into this Agreement, including setting forth the remedies for failure to comply with this Agreement.

AGREEMENT

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

Stormwater Improvements

1. Design. The City has reviewed and approved plans for the Stormwater Improvements; such review and approval occurred prior to the commencement of construction. The City may reject the final construction if it does not meet the City standards or comply with the approved plans. The Developer is responsible for any

costs to bring the construction into compliance with City standards or the approved plans.

2. Construction. The Developer shall construct and pay for the cost of construction of the Stormwater Improvements. Developer shall record the Reciprocal Easement Agreement (hereinafter “REA”) between Developer and Lot 1 Owner (attached as Exhibit E) that outlines certain construction and maintenance requirements and obligations and grants necessary easements to Developer for drainage, ingress and egress, signs, operation and maintenance on the Property.

3. Inspection and Cleaning.

- a. Frequency. The Developer shall be responsible for inspecting and cleaning the Stormwater Improvements, including the storm sewer, storm sewer structures, stormwater treatment systems, and draintile, per the schedule as outlined in the Operations and Maintenance Plan in Exhibit B.

- b. Costs. The Developer and Lot 1 Owner shall cover the cost of all such inspections and cleaning of the Stormwater Improvements, per the responsibilities outlined in the REA.

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

4. Right of Access. The Developer and Lot 1 Owner grant to the City, its agents and employees, the right to enter the Property to conduct periodic inspections and perform necessary maintenance of the Stormwater Improvements if Developer or Lot 1 Owner fail to fulfill their obligations to do so.

PUBLIC AREA IMPROVEMENTS

5. Construction, Installation, Maintenance, Repair, and Replacement. The parties agree to undertake the responsibilities for the construction, installation, maintenance, repair, and replacement of Public Area Improvements as described in the attached Exhibit D.

6. City Review of Work. The City will have reasonable time to review and approve, reject, or require modifications to the plans and specifications for all work done within the Public Areas by Developer.

7. Additional Snow Removal. The City will provide basic snow removal on the public trail to the North of the property and the public sidewalk along Penn Avenue. Developer shall be responsible for providing, and paying expenses for, any additional snow removal or treatment it desires beyond the City’s obligation in Exhibit D. Sidewalk damage, or damage to adjacent areas, due to the use of heavy equipment, excessive salt or other chemical disbursement, or any other damage caused by the Developer or the City will be repaired by the party

responsible for such damage at such party's expense. Work performed under this paragraph is subject to Right of Access, Insurance, and Indemnity provisions.

8. Right of Access.

a. Subject to compliance with any preconditions contained in the City Code, the City grants to the Developer and Lot 1 Owner, their agents and employees the right to enter onto the Public Areas to perform the work required to be performed by the Developer or Lot 1 Owner pursuant to paragraphs 5 and 6.

b. The Developer and Lot 1 Owner agree that they will not unreasonably interfere with the public use of the Public Areas.

c. The Developer and Lot 1 owner will notify the City and any other agency having jurisdiction over, or an interest in, the Public Areas or abutting streets and highways at least 48 hours in advance of any scheduled work. Developer and Lot 1 Owner will comply with any requirements of the City or such other agency governing signage and other regulations governing work in the Public Areas including, without limitation, obtaining any additional permits, licenses, or approvals needed for the doing of such work.

d. Developer and Lot 1 Owner grant to the City, its agents and employees, the right to enter onto the Property to maintain items as identified in Exhibit D.

9. Ownership.

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

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

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

10. Maintenance, Repair and Replacement Obligation. The party having the maintenance, repair or replacement obligation for the Public Area Improvements as outlined in Exhibit D to this Agreement shall have the affirmative obligation of assuring the item to which the obligation attaches is always kept in good, safe, operable and presentable condition. If either party becomes aware of a condition relating to an item for which such party is obligated, it shall notify the other party in writing whereupon the responsible party shall promptly inspect, and as needed, maintain, repair or replace the item within 30 days of the date of such notification by the other party.

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

12. Default. If either party defaults in any of its obligations hereunder, after written notice of such default and failure to cure within 30 days following such notification, unless extended upon mutual agreement of the parties, the non-defaulting party may pursue whatever remedies are available to it at law or in equity. The non-defaulting party may also terminate this Agreement following such notice and the failure to cure, except that the Developer's obligation to construct, repair, maintain and reconstruct the Stormwater Improvements shall survive such termination.

13. City Maintenance Rights.

- a. Public Area Improvements. If Developer defaults relating to activities within the Public Areas, the City may, after notice and a cure period described in the notice, perform the work and recover the entire cost of such work against the Developer through a lien against the Property to be collected as a special assessment. The City will seek quotes from multiple contractors to secure market competitive rates to perform the work. Any assessments will be levied against the lot upon which the work was performed. The Developer and Lot 1 Owner, for themselves, and their successors and assigns, waive any challenge to the amount of the assessment for such work, and waive their rights to a hearing on the assessment or to challenge the assessment following its being levied. In addition to placing an assessment lien against the Property under Minnesota Statutes, Chapter 429, the City may also seek to impose and collect a lien pursuant to Minnesota Statutes, Section 514.67.
- b. Stormwater Improvements. If Developer and Lot 1 Owner fail to maintain the Stormwater Improvements, the City may maintain the Stormwater Improvements if such failure continues for 30 days after the City gives written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably needed to complete the required tasks provided that Developer and Lot 1 Owner are making a good faith effort to complete said tasks. The City's written notice shall state which maintenance tasks are to be performed. If the maintenance tasks are not completed within the required time period after the City gives notice, the City shall have the right to enter the Property and perform the maintenance tasks.

The City shall invoice the Owner of the Lot upon which the work was performed. In the case of any maintenance performed on Stormwater System 2, as described in the REA, the City will invoice 50% of the costs to Developer and 50% of the costs to Lot 1 Owner. The City's invoice will include maintenance costs, all reasonable City staff time, engineering and legal and other reasonable costs and

expenses incurred by the City. If Developer or Lot 1 Owner fail to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of the City's invoice, the City shall have the right to assess the full cost thereof against the applicable lot. Developer and Lot 1 Owner on behalf of themselves and their successors and assigns, acknowledge that the maintenance work performed by the City benefits the Property in an amount that exceeds the assessment and hereby waive any right to hearing or notice and the right to appeal the assessments under Minnesota Statutes Chapter 429.

Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer, the 30-day notice requirement to Developer or Lot 1 Owner for failure to perform maintenance tasks is waived in its entirety, and Developer or Lot 1 Owner shall reimburse the City and be subject to assessment for any expense incurred by the City in the same manner as if written notice described above had been given.

14. Miscellaneous Provisions.

a. Insurance. The Developer will, during the term of this Agreement, maintain a commercial general liability insurance policy from an insurance company acceptable to the City, insuring against claims for injury, death or property damage or death caused by any activities conducted by Developer, its officers, agents, or employees. Developer must submit a certificate of insurance to the City in form and substance that is acceptable to the City Attorney. The policy must include minimum limits of \$1,500,000 per occurrence and \$2,000,000 annual aggregate. To meet these requirements, the Developer may use a combination of excess and umbrella coverage. The City must be named as an additional insured on the policy.

b. Indemnity. The Developer also agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from any claims or causes of action occasioned by or arising out of the Developer's activities or failure to perform activities under this Agreement. The Developer's obligation to defend and indemnify shall not extend to claims which are the result of the negligence or the willful misconduct of the City, its officers, agents or employees.

c. Term. Unless earlier terminated as provided in Paragraph 12, this Agreement shall remain in full force and effect until terminated by the mutual written agreement of the parties.

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

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

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

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

h. Notices.

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

Attn: City Engineer

Developer/
Lot 1 Owner: 6200 Penn, LLC/LB Richfield, LLC
4100 W. 50th Street, Suite 2100
Edina, MN 55424

Attn: Brad Lis

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

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

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

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

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

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

CITY OF RICHFIELD

By: _____

Its Mayor

By: _____

Its City Manager

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

Notary Public

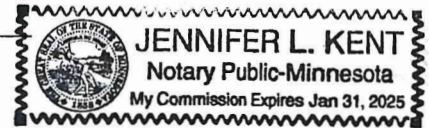
DEVELOPER

By: Von P. Martin

Its Manager

The foregoing instrument was acknowledged before me this 26 day of Jan, 2022,
by Von P. Martin and —, the Manager, of 6200, on behalf of the
corporation. Penn, LLC

Jennifer L. Kent
Notary Public



LOT 1 OWNER

By: Von P. Martin

Its Manager

The foregoing instrument was acknowledged before me this 26 day of Jan, 2022,
by Von P. Martin and —, the Manager, of LB, on behalf of the
corporation. Richfield, LLC

Jennifer L. Kent
Notary Public

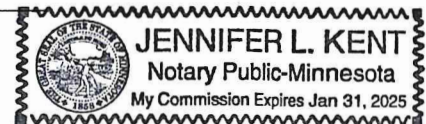


EXHIBIT A

LEGAL DESCRIPTION

Lot 1 and Lot 2, Block 1, LUNDS AT RICHFIELD, Hennepin County, Minnesota.

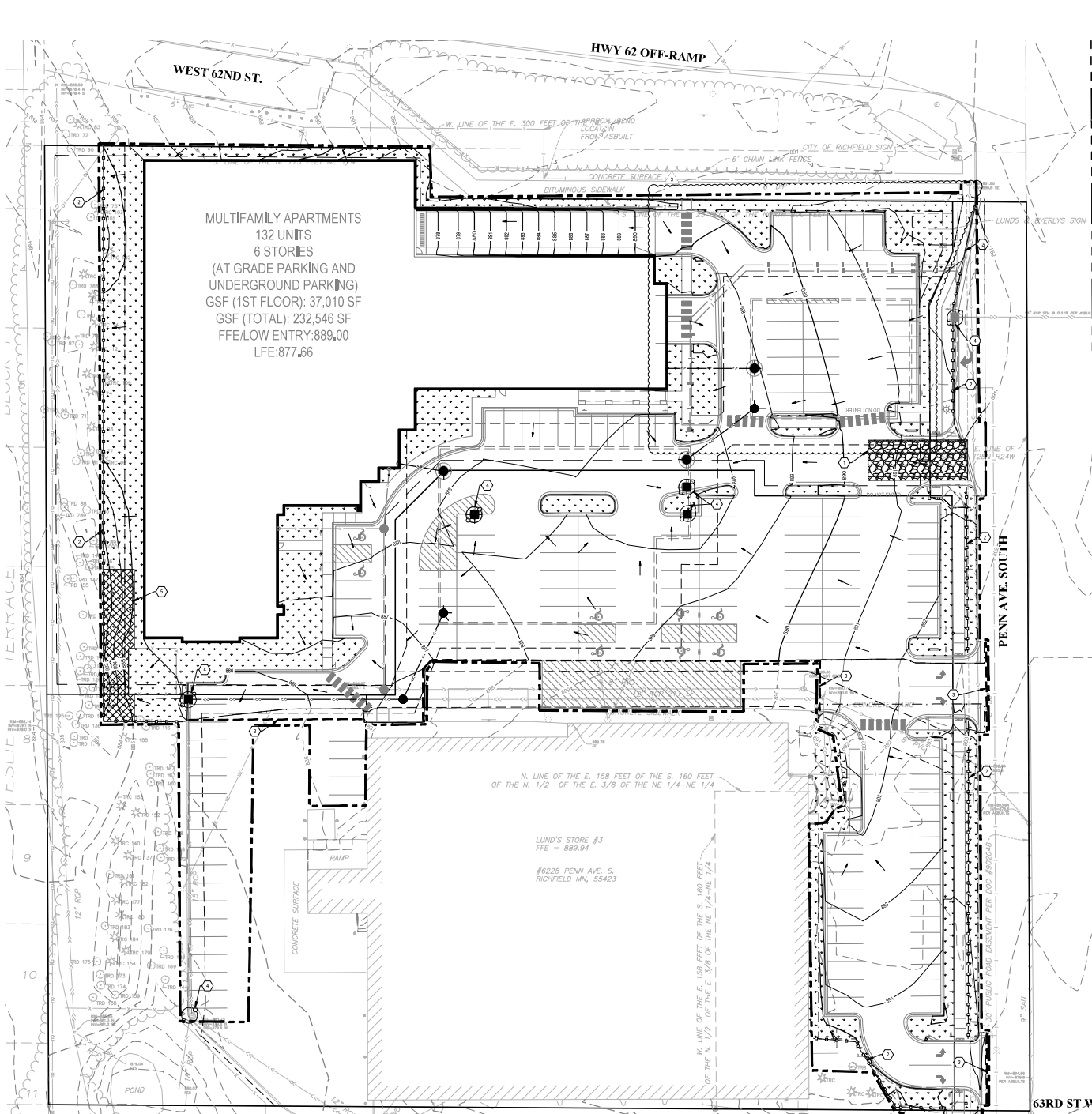
EXHIBIT B

STORMWATER IMPROVEMENTS

Civil Plans prepared by Wenck, dated January 12th, 2021.

Specific plan sheets outlined below:

- Sheet Nos. C-004 Removal Plan and Preconstruction Erosion Control Plan
- Sheet No. C-201 Post Construction Erosion Control Plan
- Sheet No. C-202 SWPPP
- Sheet No. C-301 Grading Plan
- Sheet No. C-501 Storm Sewer Plan
- Sheet Nos. C-801, C-803, C-804, C-805 Details
- Sheet Nos. C-004 (TURN LANE) Removal Plan and Preconstruction Erosion Control Plan
- Sheet No. C-201 (TURN LANE) Post Construction Erosion Control Plan
- Sheet No. C-301 (TURN LANE) Grading Plan
- Sheet Nos. (TURN LANE) C-801, C-802, C-804, C-805 Details
- Lund's Multifamily Stormwater BMP Operations and Maintenance Plan



MULTIFAMILY APARTMENTS
132 UNITS
6 STORIES
(AT GRADE PARKING AND
UNDERGROUND PARKING)
GSF (1ST FLOOR): 37,010 SF
GSF (TOTAL): 232,546 SF
FFE/LOW ENTRY: 889.00
LFE: 877.66

HWY 62 OFF-RAMP

WEST 62ND ST.

N. LINE OF THE E. 158 FEET OF THE S. 160 FEET
OF THE N. 1/2 OF THE E. 3/8 OF THE NE 1/4-NE 1/4

LUND'S STORE #3
FTE = 889.94

#6228 PENN AVE. S.
RICHFIELD, MN, 55423

W. LINE OF THE E. 158 FEET OF THE S. 160 FEET
OF THE N. 1/2 OF THE E. 3/8 OF THE NE 1/4-NE 1/4

PENN AVE. SOUTH

63RD ST W

LEGEND

- PROPERTY BOUNDARY
- LOT
- EASEMENT
- SETBACK
- RIGHT OF WAY LINE
- EASEMENT LINE
- PROPERTY LINE
- 901
- 900
- STORM SEWER
- SAFETY SEWER
- WATERMAIN
- SAFETY MANHOLE
- STORM SEWER MANHOLE
- STORM SEWER RAMP
- STORM SEWER RAMP
- PLUMBING SECTION
- HYDRANT
- WATER WELL
- WATER VALVE
- PROPOSED MINOR CONTOUR
- 901
- 900
- PROPOSED MAJOR CONTOUR
- GRAVEL
- CONSTRUCTION LAYS
- STORM SEWER
- SAFETY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- SAFETY MANHOLE
- HYDRANT
- GATE VALVE
- ROCK CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET
- PERMANENT STABILIZATION (SEE SHEET 14011)
- NET FENCE
- ROLL
- NET PROTECTION
- SURFACE FLOW DETECTION

NOTES

- SEE SHEET 14013 FOR ADDITIONAL PROJECT NOTES.
- CONSTRUCTION SHALL HAVE STABILIZED ENTRANCE AT ALL TIMES TO PREVENT EROSION TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
- CONSTRUCTION SHALL BE SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY WHEN APPROPRIATE.
- ALL TYPES OF BRIDGE SHOWN SHALL BE USED FOR TREE PROTECTION AND NOT CONTACT WITH TREE TRUNKS.
- EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL SLOPES 4:1 AND STEEPER UPON COMPLETION OF GRADE.
- INSTALL NET PROTECTION ON ALL STORM SEWERS WITHIN 20' OF CONSTRUCTION.
- COORDINATE CONSTRUCTION WITH ADJACENT TURN LANE CONSTRUCTION (SEE PLUMBING PLANS BY WENCK ASSOCIATES).

KEYNOTES

- INSTALL ROCK CONSTRUCTION ENTRANCE - SEE DETAIL 14040-001
- INSTALL NET FENCE - SEE DETAIL 14040-001
- INSTALL NET FENCE - SEE DETAIL 14040-001
- INSTALL NET PROTECTION - SEE DETAIL 14040-001
- INSTALL EROSION CONTROL BLANKET - SEE DETAIL 14040-001

Rev	Description	Date
0	FOR CONSTRUCTION	07/20/20
1	UBS & PROP CHG	09/03/20
2	MAP CORRECTION	10/03/20
3	CS-01	01/12/21

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

Daniel M. Lavender

DANIEL M. LAVENDER

LICENSE NO. 57418

DATE: 01/12/2021

PROJECT
Richfield Lunds & Byerlys Apartments

LOCATION
6200 Penn Ave S.
Richfield, MN 55423

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.

GOPHER STATE ONE CALL

CALL BEFORE YOU DIG

PROJECT NUMBER: 540010003

DATE: 01/12/2021

BY: JTP

DESIGNED BY: JTP

APPROVED BY: JTP

DATE: 01/12/2021

PROJECT NUMBER: 540010003

DATE: 01/12/2021

BY: JTP

DESIGNED BY: JTP

APPROVED BY: JTP

DATE: 01/12/2021

PROJECT NUMBER: 540010003

DATE: 01/12/2021

BY: JTP

DESIGNED BY: JTP

APPROVED BY: JTP

DATE: 01/12/2021

PROJECT NUMBER: 540010003

DATE: 01/12/2021

BY: JTP

DESIGNED BY: JTP

APPROVED BY: JTP

DATE: 01/12/2021

PROJECT NUMBER: 540010003

DATE: 01/12/2021

BY: JTP

DESIGNED BY: JTP

APPROVED BY: JTP

DATE: 01/12/2021

PROJECT NUMBER: 540010003

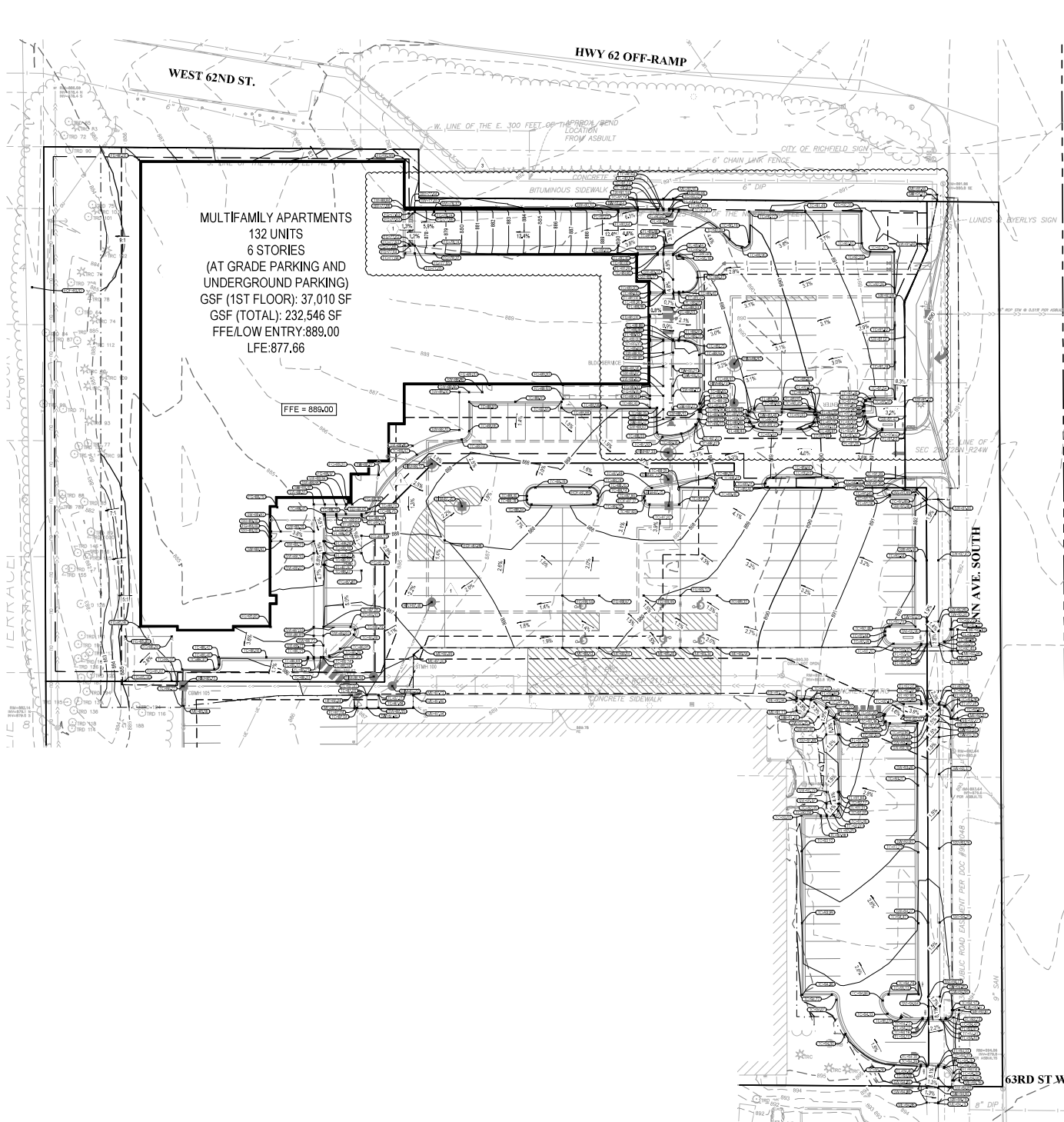
DATE: 01/12/2021

BY: JTP

DESIGNED BY: JTP

APPROVED BY: JTP

DATE: 01/12/2021



MULTIFAMILY APARTMENTS
132 UNITS
6 STORIES
(AT GRADE PARKING AND
UNDERGROUND PARKING)
GSF (1ST FLOOR): 37,010 SF
GSF (TOTAL): 232,546 SF
FFE/LOW ENTRY: 889.00
LFE: 877.66

FFE = 889.00

LEGEND

- | | |
|--|-------------------------------------|
| | PROPERTY BOUNDARY |
| | LOT LINE |
| | EASEMENT LINE |
| | SETBACK LINE |
| | POINT OF ENTRY LINE |
| | EXISTING EASEMENT LINE |
| | EXISTING PROPERTY LINE |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |
| | PROPOSED MAJOR CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | GRADING |
| | FLOW LINE ELEVATION |
| | PROPOSED GRADE ELEVATION |
| | MATCH LOW ELEVATION |
| | ADJACENT ELEVATION |
| | EMERGENCY OVERFLOW ELEVATION |
| | TOP OF CURB ELEVATION |
| | TOP OF WALL ELEVATION |
| | BOTTOM OF WALL ELEVATION (AT GRADE) |
| | LOW POINT SPOT ELEVATION |
| | STRUCTURE SPOT ELEVATION |
| | SURFACE GRADE FLOW DIRECTION |
| | SURFACE SLOPE PLUS FLOW DIRECTION |
| | STORM SEWER |
| | SALEARY SEWER |
| | WATERMAIN |
| | STORM MANHOLE |
| | STORM CATCH BASIN |
| | SALEARY MANHOLE |
| | HYDRANT |
| | GATE VALVE |

NOTES

- SEE SHEET C-301 FOR ADDITIONAL PROJECT NOTES.
- SEE SHEET C-301 FOR CONSTRUCTION DETAILS.
- EXISTING SPOT ELEVATIONS AT MATCHPOINTS ARE BASED ON INTERPOLATED POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CORRECT BOUNDARIES TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTION AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR IS NOT RESPONSIBLE FOR REWORK OF INADEQUATELY SITED IMPROVEMENTS.
- COORDINATE CONSTRUCTION WITH ADJACENT TURN LANE CONSTRUCTION. SEE FIELD TURN LANE PLANS BY KENNY ASSOCIATES.

KEYNOTES

- TRENCH DRAIN CONNECTS TO DRAINAGE SYSTEM TO DRAINAGE COORDINATE WITH ARCHITECTURAL AND MEP PLANS.

REV	DESCRIPTION	DATE
0	FOR CONSTRUCTION	07/15/20
1	AS BUILT & PROP CHG	09/03/20
2	MEP COORDINATE	10/03/20
3	CS-01	01/12/21

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

DANIEL M. LAVENDER

LICENSE NO. 57418

DATE: 01/12/2021

PROJECT
 Richfield Lunds & Beyer's Apartments

LOCATION
 6200 Penn Ave S.
 Richfield, MN 55423

WARNING:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES COMPANIES IN ADVANCE OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

THE CONTRACTOR SHALL CONTACT Gopher State One Call AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
 GOPHER STATE ONE CALL
 TOLL FREE 1-800-444-4444

PROJECT NUMBER
 54000003
 ISSUE DATE
 01/12/2021
 SHEET NO.
 3

DRAWN BY
 JTP
 CHECKED BY
 JRA
 APPROVED BY
 CML

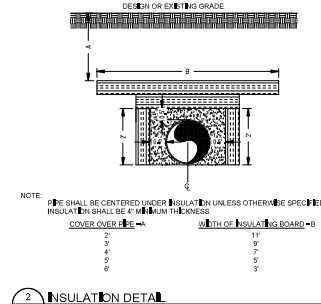
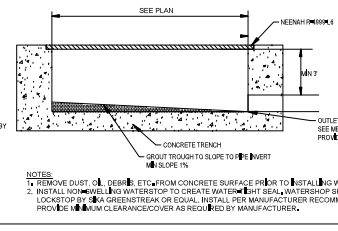
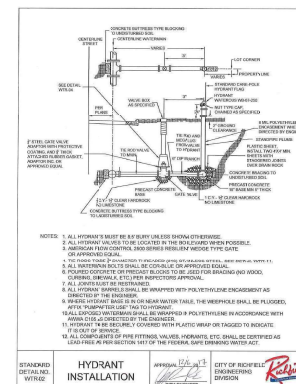
PREPARED FOR
 LUND REAL ESTATE HOLDINGS, LLC.

SHEET NUMBER
 GRADING PLAN

SHEET NUMBER

C-301

PLOT DATE: 1/12/2021 10:55 AM





STORMWATER CHAMBER SPECIFICATIONS

- [illegible]

NOTE:

- [illegible]

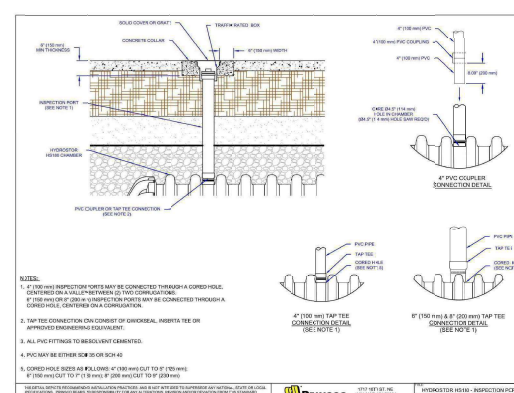
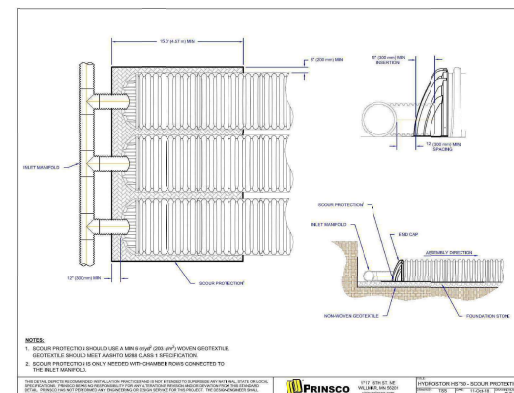
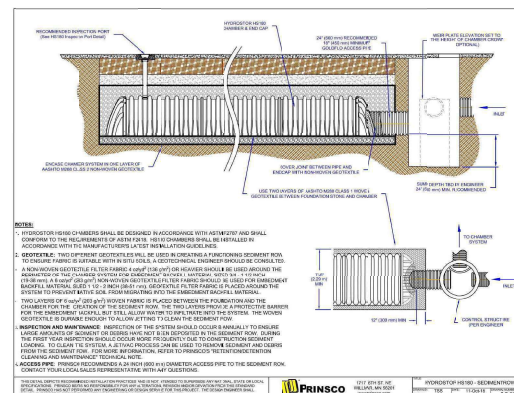
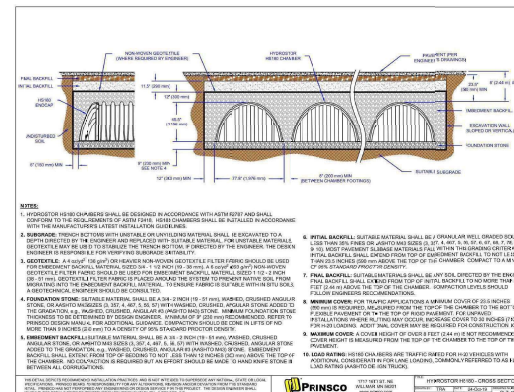
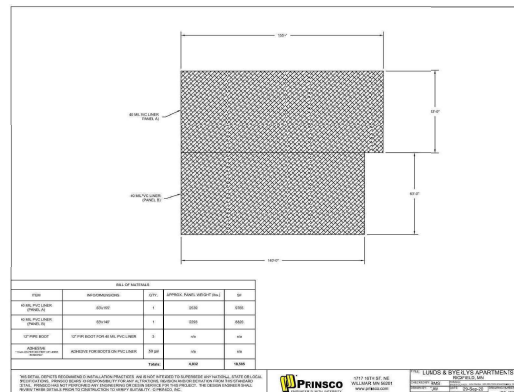
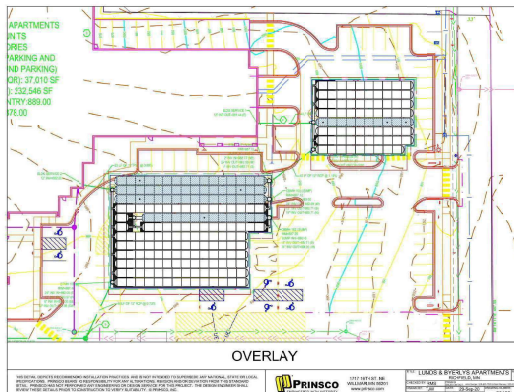
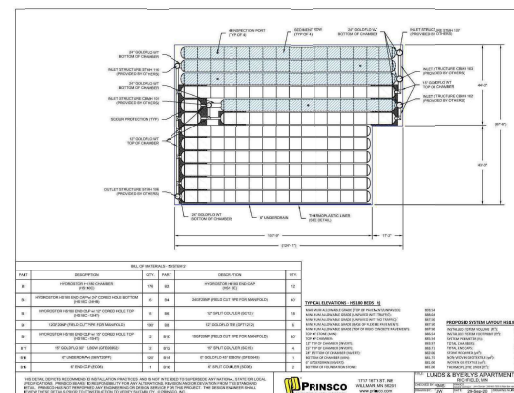
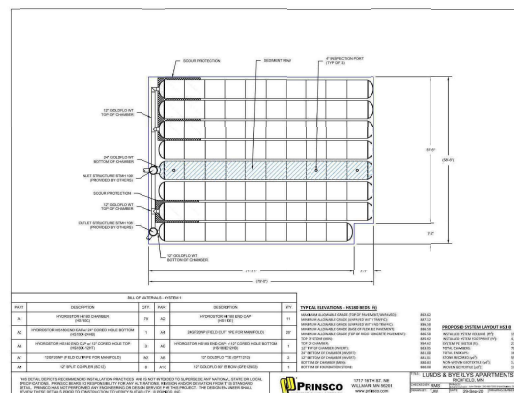
PROJECT INFORMATION

- PROJECT NUMBER: 20-122
- PRINCIPAL SALES CONTACT: John Sanjar: 320-806-7505 & Matt Bergay: 320-212-5867
- ENGINEER: ---
- CONTRACTOR: ---
- DISTRIBUTOR: ---

THE UNDERSIGNED JEREMY APPROVES THE ATTACHED (S) PAGE(S)

CUSTOMER

DATE



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

DANIEL M. LAVENDER
LICENSE NO.: 57418

DATE: 01/12/2021

PROJECT

**Richfield Lunds &
Beverlys Apartments**

6200 Penn Ave S.
Richfield, MN 55423

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR
CALLING FOR LOCATIONS OF ALL EXISTING
UTILITIES. THEY SHALL COOPERATE WITH ALL
UTILITY COMPANIES IN MAINTAINING THEIR
SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER
STATE ONE CALL AT 855-855-2003 AT LEAST 48

HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
Gopher State One Call
TOLL FREE AREA: 855-454-0011

PROJECT NUMBER
5498-0003
ISSUE DATE
01/12/2021

3
JTP
JRA
DML

LUND REAL ESTATE HOLDINGS, LLC.

DETAILS

DETAILS

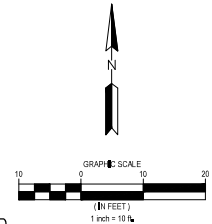
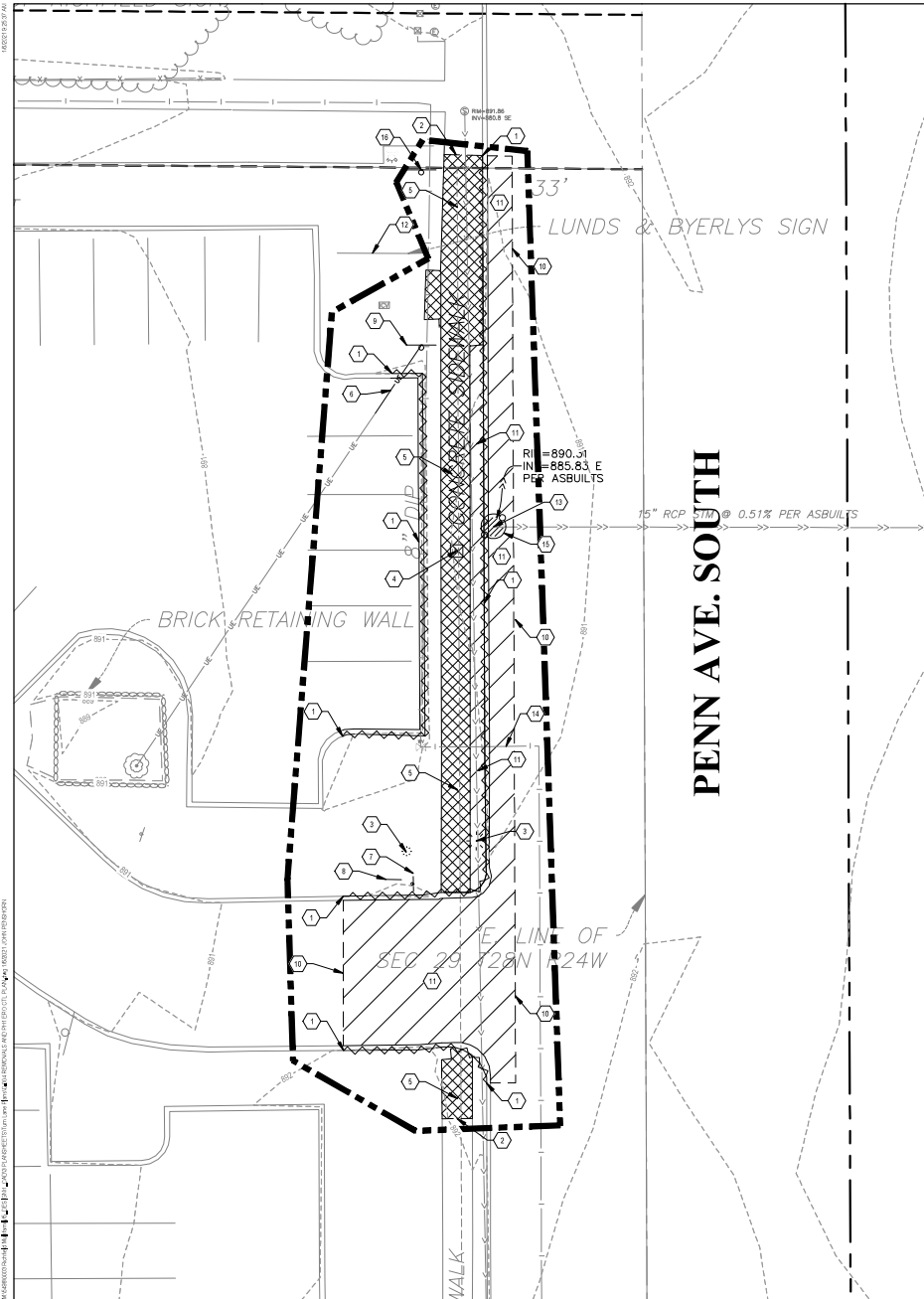
C-804

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OT DATE: 1/12/2021 10:57 AM

1/20/2019 10:27 AM

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LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- REMOVE UNDERGROUND ELECTRIC LINE
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE PAVEMENT
- REMOVE CURB AND GUTTER
- SAWOUT PAVEMENT
- REMOVE STORM SEWER INLET
- REMOVE SIGN
- REMOVE LIGHT POLE
- REMOVE HAND HOLE
- CONSTRUCTION LIMITS
- INLET PROTECTION

NOTES

- SEE SHEET 0-002 FOR ADDITIONAL PROJECT NOTES.
- CONSTRUCTION SHALL HAVE STAFFED ENTRANCE AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
- CONSTRUCTION LIMITS AND SET FENCE SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY, WHEN APPLICABLE.
- MAINTAIN EXISTING OVERLAND FLOW PATTERNS THROUGHOUT CONSTRUCTION. PROVIDE BYPASS AS NECESSARY.
- SAWOUT CONCRETE TO MATCH EXISTING JOINTING PATTERN IF POSSIBLE.
- COORDINATE TURN LANE CONSTRUCTION WITH ADJACENT SITE CONSTRUCTION. SEE RLB APARTMENTS PLANS BY WENCK ASSOCIATES.
- COORDINATE TURN LANE CONSTRUCTION WITH COUNTY DUE TO FUTURE MILL AND OVERLAY PLANNED FOR CSAH 32.

KEYNOTES

- REMOVE CURB AND GUTTER (TYP.)
- SAWOUT CONCRETE PAVEMENT - SEE NOTE 5 THIS SHEET
- SALVAGE LIGHT POLE - SEE SHEET 0-001 FOR REINSTALLATION LOCATION
- RELOCATE HAND HOLE - COORDINATE WITH UTILITY COMPANY
- REMOVE CONCRETE PAVEMENT (TYP.)
- REMOVE AND RELOCATE UNDERGROUND ELECTRIC LINE - COORDINATE WITH UTILITY COMPANY
- REMOVE CENTER ONLY SIGN
- REMOVE LUNDS AND BYERLYS SIGN
- SALVAGE CITY RD 32/300 PARKING BUS STOP - SEE SHEET 0-001 FOR REINSTALLATION LOCATION
- SAWOUT BITUMINOUS PAVEMENT
- REMOVE BITUMINOUS PAVEMENT (TYP.)
- PROTECT LUNDS AND BYERLYS MONUMENT SIGN
- REMOVE STORM INLET - PROTECT STORM HOLE FOR CONNECTION
- PROTECT EXISTING WATER APPURTENANCES
- INSTALL INLET PROTECTION - SEE DETAIL 0-000001
- SALVAGE SNOW REMOVAL BUCKLE UP SIGN - SEE SHEET 0-001 FOR REINSTALLATION LOCATION

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 888-544-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND LINES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE BEGINNING THE CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

UTILITY AREA: 93-45-0002
TOLL FREE 800-965-1168

WENCK
7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE 763-438-0800
FAX 763-438-0708
WWW.WENCK.COM

CLIENT:
DORAN
COMPANIES

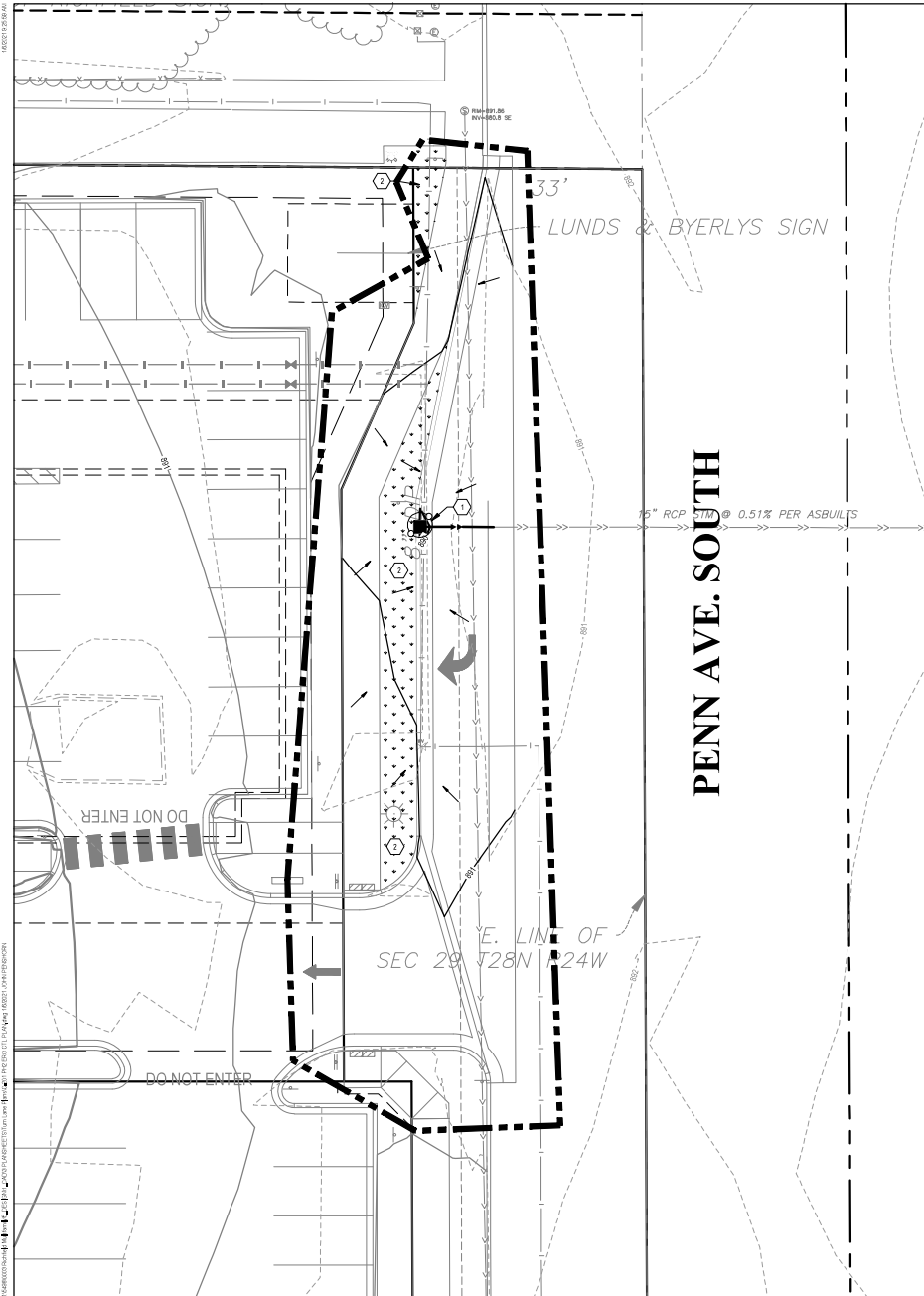
RLB TURN LANE
CSAH 32/PENN AVENUE
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE	ISSUE NO.	DATE	DESCRIPTION
RLB CONSTRUCTION	0		

CERTIFICATION:
I HEREBY CERTIFY THAT THE PLAN, SPECIFICATIONS, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 1/20/2019
DESIGNED BY: JRA
PROJECT NO.: 588614-003
DRAWN BY: JTP
CHECKED BY: JRA
APPROVED BY: DM
ISSUE DATE: 01/09/2021
ISSUE NO.: 0
SHEET TITLE: REMOVALS AND PHASE 1 EROSION CONTROL PLAN
SHEET NO.: C-004

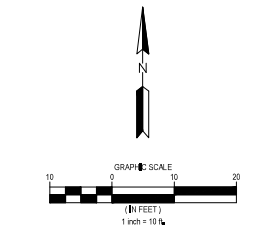
1/20/2019 10:46 AM



1/20/2019 10:46 AM

IRRIGATION NOTES

1. THE IRRIGATION SYSTEM CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
 - a. COORDINATION WITH ALL OTHER TRADES.
 - b. DETAILED DESIGN OF AN IRRIGATION SYSTEM FOR THE ENTIRE UNIMPAVED AREA TO BE IRRIGATED AND LOCATED ON THE DRAWINGS. DESIGN SHALL INCLUDE PIPE SIZES, HEAD SELECTION, LOCATIONS OF HEADS, ZONING, AND CONTROL SYSTEMS. DESIGN SHALL PROVIDE NO OVERSPRAY ONTO WALKS, IRRIGATION PLAN, DESIGN DETAILS AND PRODUCT SHEETS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER FOR REVIEW AND APPROVAL PRIOR TO PURCHASING ANY MATERIALS.
 - c. LABOR AND MATERIALS NECESSARY TO INSTALL A NEW IRRIGATION SYSTEM AS SHOWN IN GENERAL ON THE PLAN. THE IRRIGATION CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE IRRIGATION CONTROL SYSTEM ALONG WITH ANY CONNECTIONS MADE TO THE WATER SERVICE.
 - d. TESTING OF THE COMPLETE IRRIGATION SYSTEM.
 - e. STARTUP AND ADJUSTMENT OF THE SYSTEM.
 - f. PROVIDE OWNER'S EMPLOYEES WITH OPERATIONAL TRAINING ON SITE AND SUBMIT OPERATION AND MAINTENANCE MANUALS FOR ALL COMPONENTS.
 - g. ASHLEIGH DISCHARGES SHOWING THE LOCATION AND FEATURES OF ALL IRRIGATION COMPONENTS.
2. THE ENTIRE INSTALLATION SHALL FULLY COMPLY WITH ALL LOCAL AND STATE LAWS AND ORDINANCES AND WITH THE ESTABLISHED CODES ALLOCABLE THEREIN.
3. THE CONTRACTOR SHALL TAKE OUT ALL REQUIRED PERMITS, ARRANGE FOR ALL NECESSARY INSPECTION, AND PAY ANY FEES AND EXPENSES IN CONJUNCTION WITH THE SAME AS PART OF THE WORK UNDER THIS CONTRACT.
4. ALL WORK AND MATERIALS TO BE IN FULL ACCORDANCE WITH LATEST RULES AND REGULATIONS OF THE DIVISION OF INDUSTRIAL SAFETY, THE UNIFORM PLUMBING CODE, NATIONAL ELECTRIC CODE, AMERICAN NATIONAL STANDARDS AND OTHER APPLICABLE LAWS OR REGULATIONS.
5. NOT ALL THESE DRAWINGS OR SPECIFICATIONS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
6. FURNISH WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR AS REQUIRED TO COMPLY WITH THESE RULES AND REGULATIONS, THOUGH THE WORK IS NOT MENTIONED IN THESE PARTICULAR CONSTRUCTION DOCUMENTS.



LEGEND

- | | |
|-----|------------------------------|
| --- | PROPERTY BOUNDARY |
| --- | LOT LINE |
| --- | EASEMENT LINE |
| --- | SETBACK LINE |
| --- | RIGHT OF WAY LINE |
| --- | EXISTING EASEMENT LINE |
| --- | EXISTING PROPERTY LINE |
| --- | EXISTING MINOR CONTOUR |
| --- | EXISTING MAJOR CONTOUR |
| --- | EXISTING STORM SEWER |
| --- | EXISTING SANITARY SEWER |
| --- | EXISTING WATER MAIN |
| --- | EXISTING SANITARY MANHOLE |
| --- | EXISTING STORM SEWER MANHOLE |
| --- | EXISTING STORM SEWER INLET |
| --- | EXISTING STORM SEWER OUTLET |
| --- | EXISTING FLARED END SECTION |
| --- | EXISTING HYDRANT |
| --- | EXISTING WATER WELL |
| --- | EXISTING WATER VALVE |
| --- | PROPOSED MINOR CONTOUR |
| --- | PROPOSED MAJOR CONTOUR |
| --- | CONSTRUCTION LIMITS |
| --- | STORM SEWER |
| --- | STORM CATCH BASIN |
| --- | IRRIGATED SOD |
| --- | INLET PROTECTION |
| --- | SURFACE FLOW DIRECTION |

NOTES

1. SEE SHEET 0402 FOR ADDITIONAL PROJECT NOTES.
2. CONSTRUCTION SITE SHALL HAVE STABILIZED ENTRANCE AT ALL TIMES. CONTRACTOR IS ULTIMATELY RESPONSIBLE TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
3. CONSTRUCTION LIMITS AND SETBACKS SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY, WHEN APPLICABLE.
4. INSTALL INLET PROTECTION ON ALL STORM INLETS WITHIN 200' OF CONSTRUCTION LIMITS.
5. COORDINATE TURN LANE CONSTRUCTION WITH ADJACENT SITE CONSTRUCTION. SEE RLB APARTMENTS PLANS BY WENCK ASSOCIATES.
6. COORDINATE TURN LANE CONSTRUCTION WITH COUNTY DUE TO FUTURE MILL AND OVERLAY PLANNED FOR CSAH 32.

KEYNOTES

1. INSTALL INLET PROTECTION - SEE DETAIL EQ-0504-01
2. INSTALL IRRIGATED SOD

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 855-454-6002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND LINES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TOLL FREE 800-454-6002
TOLL FREE 800-454-6002



CLIENT:

DORAN
COMPANIES

RLB TURN LANE
CSAH 32/PENN AVENUE
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

PROJECT NO.

ISSUE NO.

DATE

REVISION

DESCRIPTION

DATE

REVISION

DESCRIPTION

DATE

REVISION

DESCRIPTION

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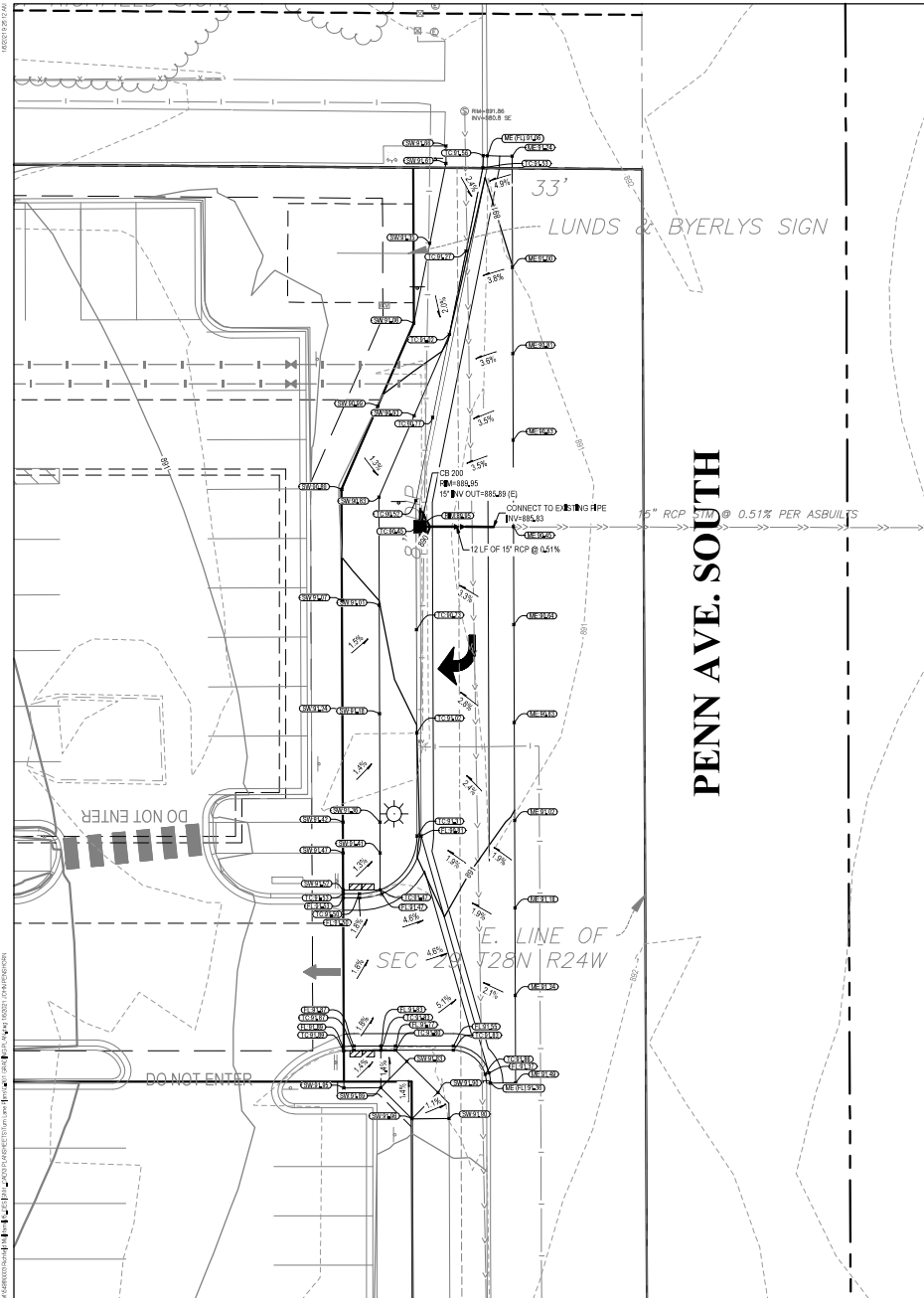
DATE

REVISION

DESCRIPTION

DATE

1/20/2021 10:12 AM



PENN AVE. SOUTH

STORM STRUCTURE SCHEDULE			
STRUCTURE		DETAIL	
STRUCTURE ID	SIZE	STRUCTURE	CASTING
CBMH 200	48" Ø	4020JC-804	4125DC-802

*STRUCTURE SIZES ARE APPROXIMATE, PRECAST MANUFACTURER TO CONFIRM SIZES AND ADJUST AS NECESSARY, PRIOR TO ORDERING.
REFERENCE STANDARD PLATE NO. 4154C-802, 4133A-C-802, 4010HC-265, 4129GC-265, AND 4161FC-801.

WARNING:

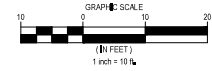
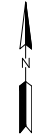
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THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 888-544-6002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND LINES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE BEGINNING THE CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TOLL FREE 800-965-1168



LEGEND

---	PROPERTY BOUNDARY
---	LOT LINE
---	EASEMENT LINE
---	SETBACK LINE
---	RIGHT OF WAY LINE
---	EXISTING EASEMENT LINE
---	EXISTING PROPERTY LINE
---	EXISTING MINOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	PROPOSED MINOR CONTOUR
---	PROPOSED MAJOR CONTOUR
---	FUTURE MINOR CONTOUR
---	FUTURE MAJOR CONTOUR
---	FLOW LINE ELEVATION
---	FINISHED GRADE ELEVATION
---	MATCH EXISTING ELEVATION
---	SEWALK ELEVATION
---	EMERGENCY OVERFLOW ELEVATION
---	TOP OF CURB ELEVATION
---	TOP OF WALL ELEVATION
---	BOTTOM OF WALL ELEVATION (AT GRADE)
---	HIGH POINT SPOT ELEVATION
---	LOW POINT SPOT ELEVATION
---	STRUCTURE SPOT ELEVATION
---	SURFACE GRADE & FLOW DIRECTION
---	SURFACE SLOPE (H/V) & FLOW DIRECTION
---	STORM SEWER
---	SANITARY SEWER
---	WATERMAIN
---	STORM MANHOLE
---	STORM CATCH BASIN
---	SANITARY MANHOLE
---	HYDRANT
---	GATE VALVE

NOTES

- SEE SHEET 0402 FOR ADDITIONAL PROJECT NOTES.
- SEE SHEET 0401 FOR CONSTRUCTION DETAILS.
- EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON INTERPOLATED POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTION ACTIVITY AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR IS NOT RESPONSIBLE FOR REMEDIATION OF AN UNCOMMUNICATED DISCREPANCY.
- STORM STRUCTURES SHOWN IN CURBLINE ARE CENTERED ON FACE OF CURB. CONTRACTOR TO PLACE STRUCTURE TO ALLOW FOR PROPER ALIGNMENT OF CURB AND CURB BOX. VERIFY SURVEY STAKES PRIOR TO PLACING STRUCTURE IN FIELD.
- COORDINATE TURN LANE CONSTRUCTION WITH ADJACENT SITE CONSTRUCTION. SEE RLB APARTMENTS PLANS BY WENCK ASSOCIATES.
- COORDINATE TURN LANE CONSTRUCTION WITH COUNTY DUE TO FUTURE MILL AND OVERLAY PLANNED FOR CSW 32.



7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-434-8800
FAX: 763-434-7338
WWW.WENCK.COM

DORAN
COMPANIES

RLB TURN LANE
CSAH 32/PENN AVENUE
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

DATE	REVISION	DESCRIPTION	PROJECT TITLE
01/09/2021	0	FOR CONSTRUCTION	RLB TURN LANE

CERTIFICATION
I HEREBY CERTIFY THAT THE PLAN, SPECIFICATIONS, AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 01/09/2021
ENGINEER: J. J. JRA

PROJECT NO: 5856-14-003

DRAWN BY: JTP
CHECKED BY: JRA
APPROVED BY: JRA

ISSUE DATE: 01/09/2021

ISSUE NO: 0

SHEET TITLE: GRADING AND DRAINAGE PLAN

SHEET NO: C-301

INLET PROTECTION

SPECIFICATIONS

INLET PROTECTION SHALL BE IN ACCORDANCE WITH MCDOT 891.
INLET PROTECTION WILL BE CLASSIFIED BY TYPE ACCORDING TO USE. TYPE WILL
BE AS INDICATED HEREIN.

- TYPE A: INLET PROTECTION TO BE UTILIZED AROUND FIELD INLETS UNTIL PERMANENT STABILIZATION METHODS HAVE BEEN ESTABLISHED. INLET PROTECTION TYPE A MAY ALSO BE UTILIZED ON PAVEMENT INLETS PRIOR TO INSTALLATION OF CURB AND GUTTER OR PAVEMENT.
- TYPE B: INLET PROTECTION WILL BE UTILIZED ON STREET INLETS WITHOUT CURB HEADS.
- TYPE C: INLET PROTECTION WILL BE UTILIZED ON STREET INLETS WITH CURB HEADS.
- TYPE D: INLET PROTECTION TO BE UTILIZED AT CULVERT INLETS UNTIL PERMANENT STABILIZATION METHODS HAVE BEEN ESTABLISHED

TYPE A

- ROAD DRAIN CURB AND GUTTER - WMCO, SHAKOPEE, MN
- TCP SLAB INLET PROTECTION - WMCO, SHAKOPEE, MN
- INTRASAFE - ROYAL ENVIRONMENTAL SYSTEMS- STACY MN
- ROAD DRAIN INTERLOCKING SILT FENCE - WMCO, SHAKOPEE, MN

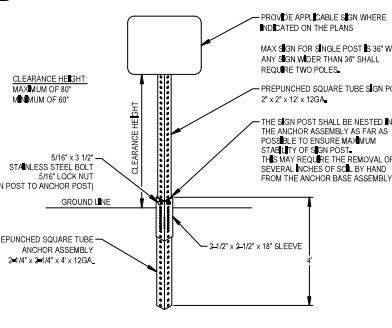
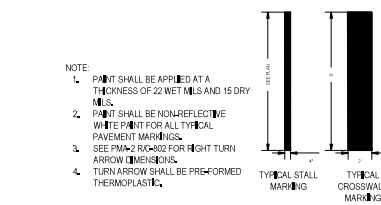
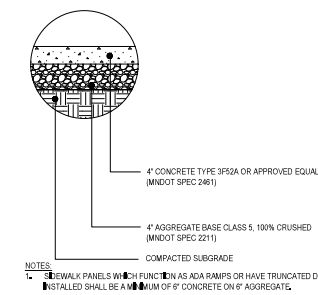
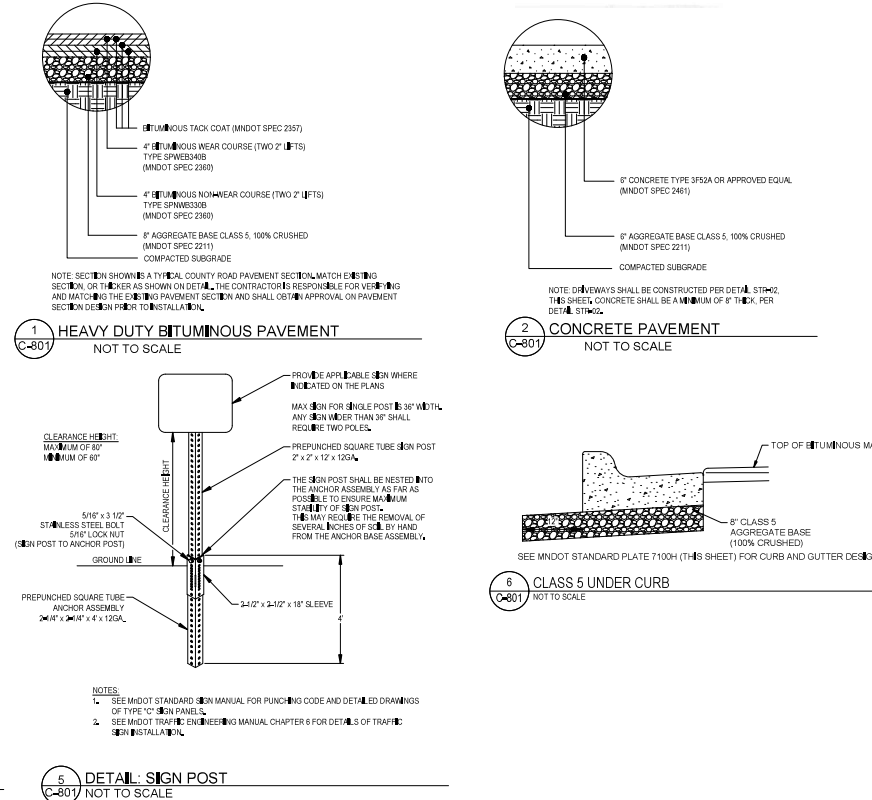
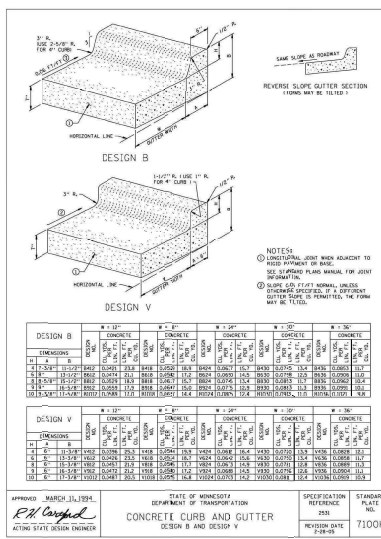
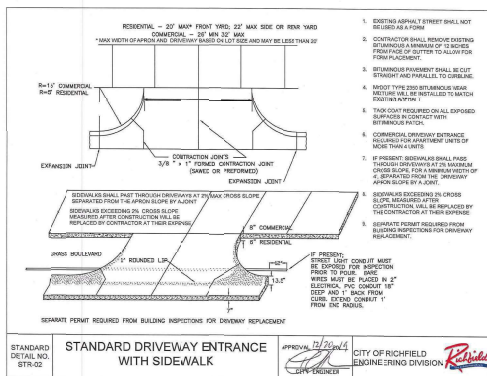
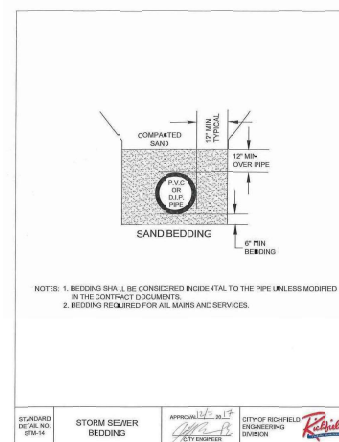
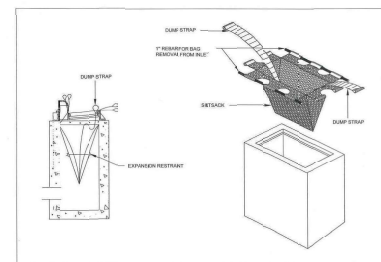
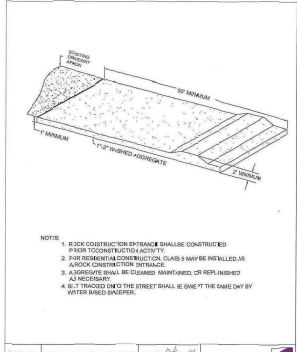
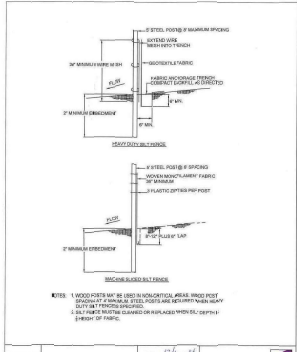
TYPE B

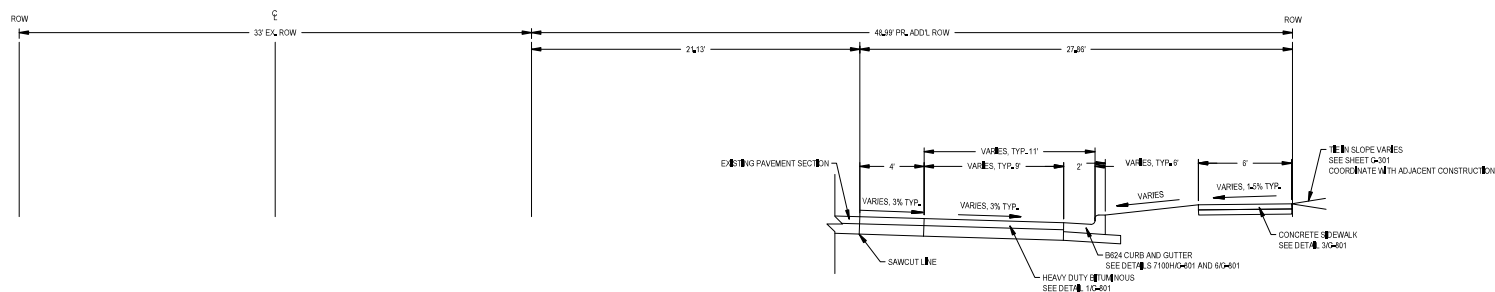
- DANDY SACK - DANDY PRODUCTS - GROVE CITY, OH
 - ROAD DRAW CURB AND GUTTER - WMCO. SHAKOPEE, MN
- TYPE C

- DND

- ROAD DRAIN CURB AND GUTTER - WIMCO - SHAKOPEE, MN
 - STANDARD CURB IP2 - LANGE INDUSTRIES - EDINA, MN
- TYPED

- **ASAP**

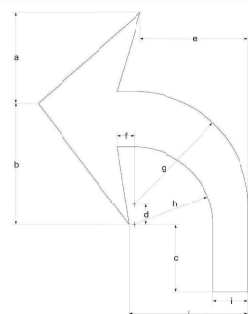




1 PENN AVENUE SOUTH/COUNTY ROAD 32 TURN LANE (RIGHT-IN SITE ACCESS)
C-802 NOT TO SCALE

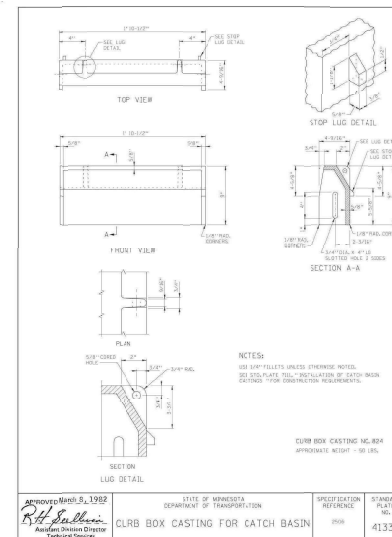
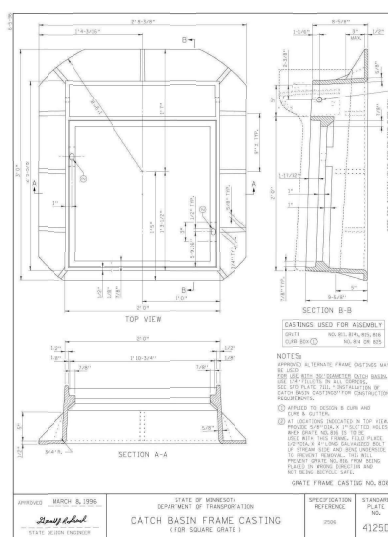
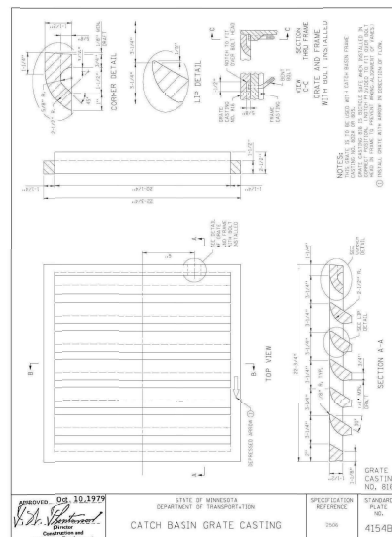
	45 X 60	72 X 96
a	19	31
b	28	42
c	14	23
d	4	7
e	23	37
f	3.5	6
g	24	39
h	17	27
i	7.5	12
j	25.5	41
k		
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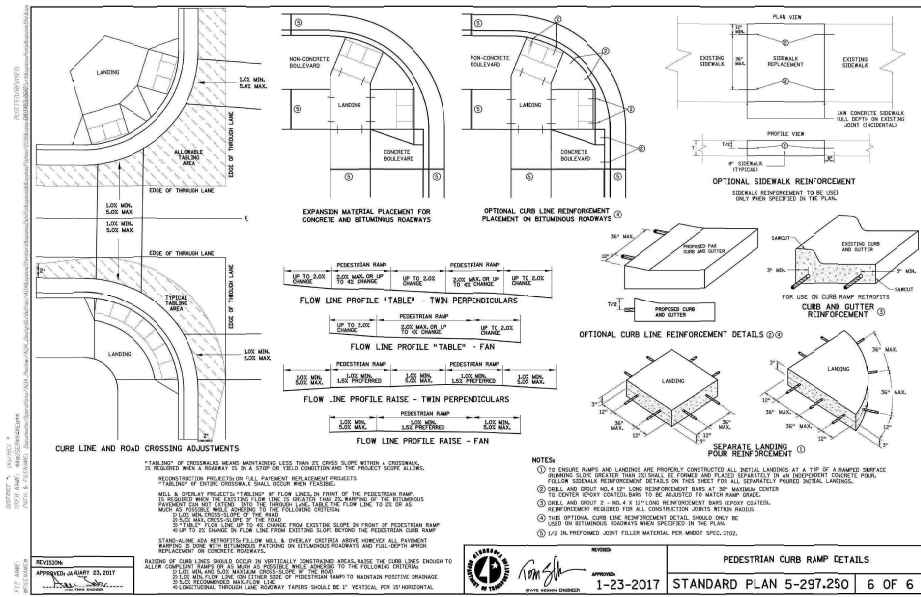
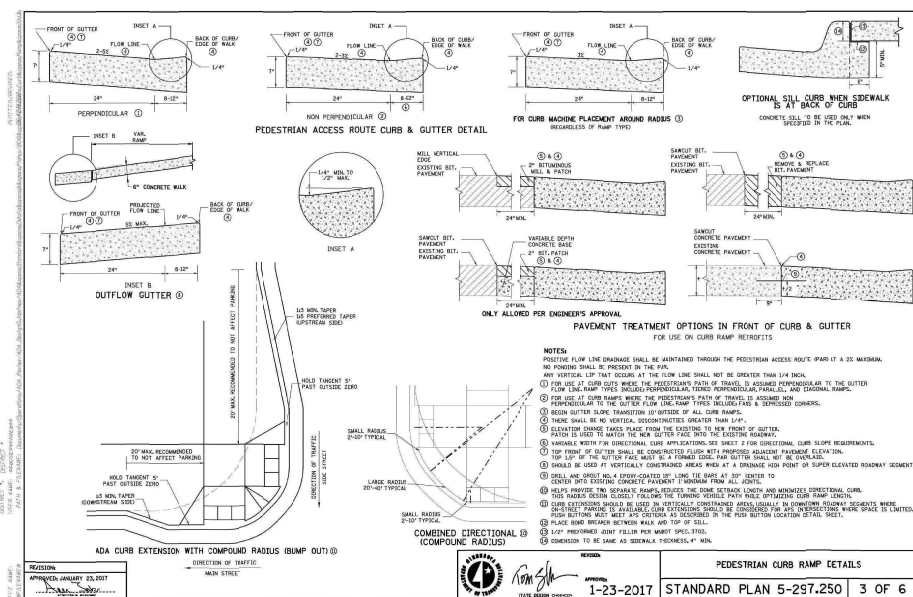
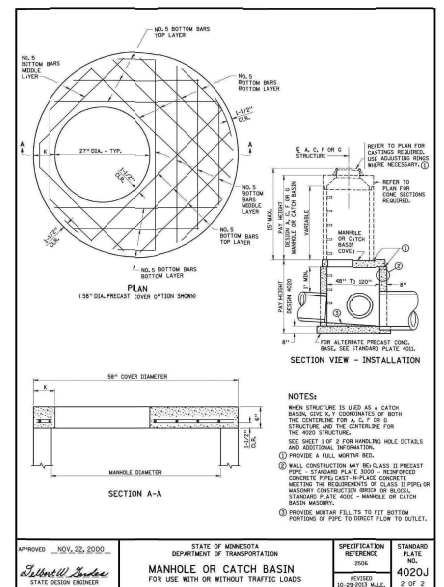
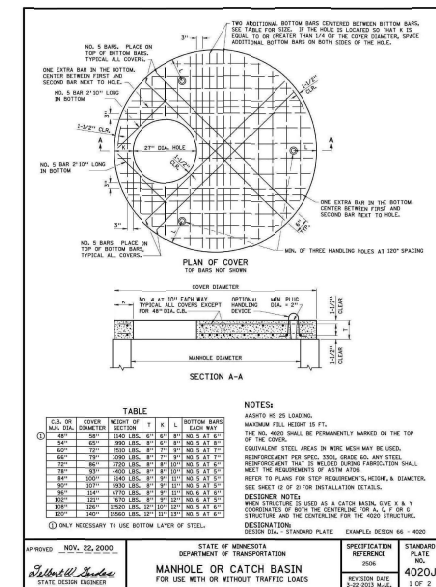
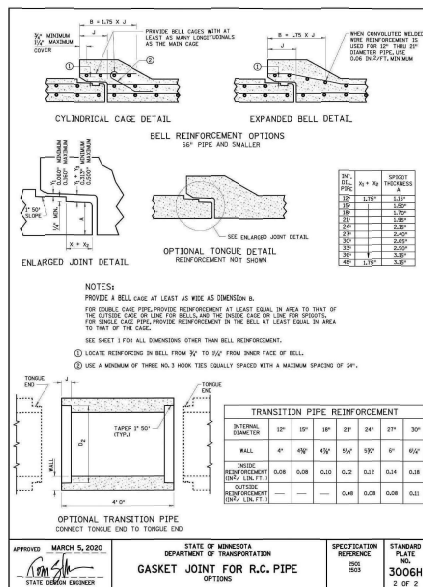
NOTES: 1. All dimensions are in inches.
2. 45 X 60 size shall be used for bike trails and bikelanes only.
3. Arrow to be designated left (L) or right (R).

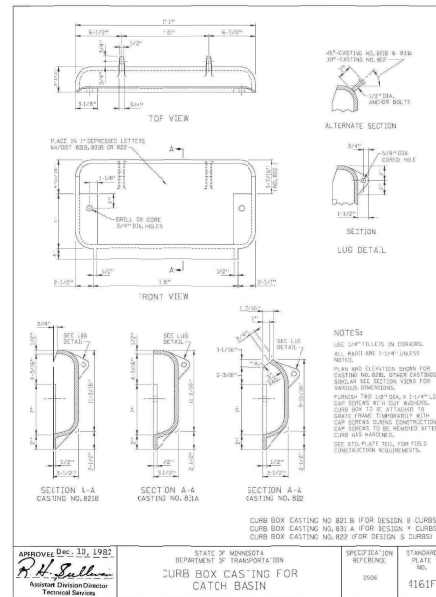
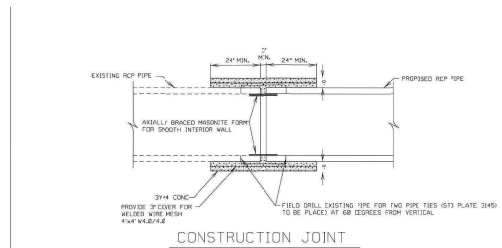
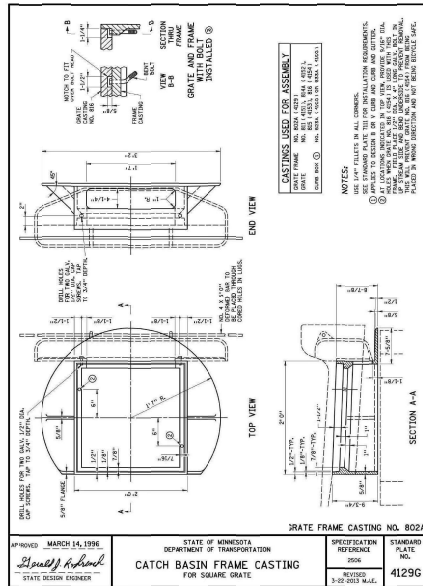
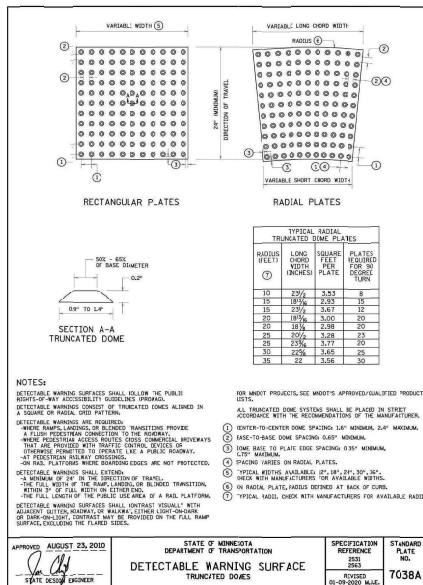
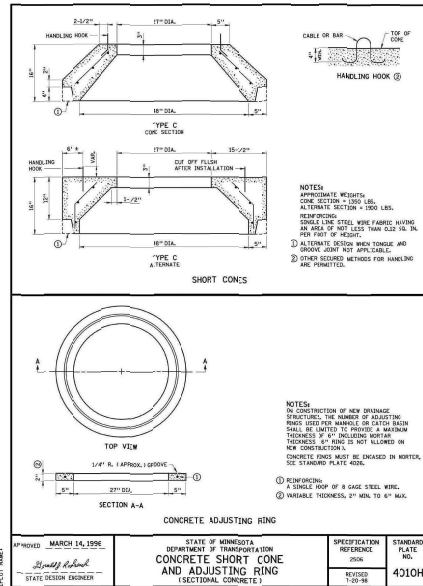


Turn Pavement
Marking Arrow

APPROVED	DATE OF REV.
1/11/99	1/11/99



[illegible]



Lund's Multifamily Stormwater BMP Operations and Maintenance Plan

September 2020

Below is a narrative describing the proposed maintenance activities to be performed on the storm water system at the Richfield Lund's Multifamily Apartment Project. The inspections, outlined below are the minimum inspection requirements and additional inspections should be performed as deemed necessary to ensure the system performance. After each inspection event is the recommended maintenance activities to be performed. This maintenance plan is intended to be a supplement the recommendations of the manufacturer of the underground system. It is recommended that the Owner review and perform maintenance and inspections per the recommendations of the manufacturer of the system in addition to the following:

- Annual Inspection (Inspection should be 48+ hours after most recent rainfall event to allow for draining).
 - Inspect rooftop area.
 - Remove any accumulated trash and debris.
 - Ensure rooftop drains are functioning and are free of any debris.
 - Inspect underground storage chambers.
 - Verify that storage chambers are functional and draining.
 - Perform routine inspection and maintenance per manufacturer's recommendations per the attached guidance document.
 - Inspect outlets
 - Verify that the outlet pipe from the storage chamber is functional and that there is not debris blocking the outlet pipe. Remove debris as needed to restore design functionality.
 - Inspect catch basins and manholes.
 - Verify that the catch basin inlet grates are functional and that there is not debris blocking flow. Remove debris as needed to restore design functionality.
- Inspect stormwater system after major rainfall events (greater than the 10-year event of approximately 4.25-inches in 24-hours). Inspection should be 48+ hours after most recent rainfall event to allow for draining.
 - Inspect underground storage chambers.
 - Verify that storage chambers are functional.
 - Inspect outlets
 - Verify that the outlet pipe from the storage chamber is functional and that there is not debris blocking the outlet pipe. Remove debris as needed to restore design functionality.
 - Inspect catch basins and manholes.
 - Verify that the catch basin inlet grates are functional and that there is not debris blocking flow. Remove debris as needed to restore design functionality.

Water Quality Sampling

As part of the initial operations of the underground stormwater infiltration system, water quality sampling of the rooftop runoff will be provided. The sampling will occur via four tests during months with temperatures above freezing with the first samples being taken in the spring after construction/opening and after the initial snowmelt. Sampling periods will target March/April, May/June, July/Aug, and Oct/Nov months. Sampling will occur after a significant rainfall event 0.5" – 1.0". Samples will be taken from the inspection port of the underground system after runoff has exited the pretreatment row. Upon receiving the lab results of each sample event, the Owner will compile a formal submittal of the data to the City and analyze results in comparison to drinking water standards. After four sampling events with no significant pollutant risk, sampling would cease unless additional data is required.

The pollutant parameters to be tested for are Nitrate, Ammonia, Cadmium, Copper, Lead, and Zinc.

STORMWATER BMP INSPECTION CHECKLIST

Water Body ID #: _____

DATE:	TIME	INSPECTOR:		
LAST RAINFALL Date_____ Amount_____		WEATHER CONDITION: <input type="checkbox"/> Sunny <input type="checkbox"/> Cloudy <input type="checkbox"/> Rainy <input type="checkbox"/> Partly Cloudy <input type="checkbox"/> Winter evaluation <input type="checkbox"/> Other:_____		
EVENT(S) (in.): Date_____ Amount_____				
OVERALL CONDITION	WATER BODY <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	INLETS (# of _____) <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	OUTLETS (# of _____) <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	FLOW CONDITION: <input type="checkbox"/> Dry, no flow <input type="checkbox"/> Wet, water flowing in or out of pond <input type="checkbox"/> Wet but no flow of water
COMMENTS / NOTES				

UNDERGROUND STORMWATER INFILTRATION / RETENTION FACILITY

VAULTS/CHAMBERS

(Inspect after large storms for first two years, Inspect yearly in spring or per manufacturer recommendation)

Adequate drawdown (within 48 hours)	<input type="checkbox"/> Yes <input type="checkbox"/> No
General condition of the vault:	Comments:
Repair needed:	Comments:
Debris/sediment removal required:	Comments:
Observations:	Comments:

DRAINTILE

Draintile Jetting:	Comments:
Draintile Cleanout Inspection:	Comments:

STORMWATER BMP INSPECTION CHECKLIST

Water Body ID #: _____

INLET/OUTLET DESCRIPTIONS

Inlet/Outlet 1 ID#: _____

OVERALL CONDITION OF INLET	<input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor Recommendations: _____
TYPE / SHAPE / SIZE OF INLET	Size (inches) Width/Height or Diameter: _____ Type / Shape: <input type="checkbox"/> Round <input type="checkbox"/> Arch <input type="checkbox"/> Box <input type="checkbox"/> Swale <input type="checkbox"/> Curb Cut <input type="checkbox"/> Other: _____ Material: <input type="checkbox"/> RCP <input type="checkbox"/> PVC <input type="checkbox"/> CMP <input type="checkbox"/> Earthen Swale <input type="checkbox"/> Galvanized <input type="checkbox"/> Concrete <input type="checkbox"/> Other Trash guard? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____ Flared End? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____
SEDIMENT DELTA	<input type="checkbox"/> Yes Approximate measurements (feet): Depth _____ Length _____ Width _____ <input type="checkbox"/> No
EROSION	<input type="checkbox"/> Yes <input type="checkbox"/> No
FLOW PRESENT?	<input type="checkbox"/> Yes <input type="checkbox"/> No FLOW CONDITION / ABILITY (IS THE FLOWAGE PATH OPEN IF WATER WERE PRESENT): <input type="checkbox"/> Open <input type="checkbox"/> Plugged <input type="checkbox"/> Inhibited <input type="checkbox"/> Other: _____
COMMENTS / NOTES:	

Inlet/Outlet 2 ID#: _____

OVERALL CONDITION OF INLET	<input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor Recommendations: _____
TYPE / SHAPE / SIZE OF INLET	Size (inches) Width/Height or Diameter: _____ Type / Shape: <input type="checkbox"/> Round <input type="checkbox"/> Arch <input type="checkbox"/> Box <input type="checkbox"/> Swale <input type="checkbox"/> Curb Cut <input type="checkbox"/> Other: _____ Material: <input type="checkbox"/> RCP <input type="checkbox"/> PVC <input type="checkbox"/> CMP <input type="checkbox"/> Earthen Swale <input type="checkbox"/> Galvanized <input type="checkbox"/> Concrete <input type="checkbox"/> Other Trash guard? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____ Flared End? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____
SEDIMENT DELTA	<input type="checkbox"/> Yes Approximate measurements (feet): Depth _____ Length _____ Width _____ <input type="checkbox"/> No
EROSION	<input type="checkbox"/> Yes <input type="checkbox"/> No
FLOW PRESENT?	<input type="checkbox"/> Yes <input type="checkbox"/> No FLOW CONDITION / ABILITY (IS THE FLOWAGE PATH OPEN IF WATER WERE PRESENT): <input type="checkbox"/> Open <input type="checkbox"/> Plugged <input type="checkbox"/> Inhibited <input type="checkbox"/> Other: _____
COMMENTS / NOTES:	

Inlet/Outlet 3 ID#: _____

OVERALL CONDITION OF INLET	<input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor Recommendations: _____
TYPE / SHAPE / SIZE OF INLET	Size (inches) Width/Height or Diameter: _____ Type / Shape: <input type="checkbox"/> Round <input type="checkbox"/> Arch <input type="checkbox"/> Box <input type="checkbox"/> Swale <input type="checkbox"/> Curb Cut <input type="checkbox"/> Other: _____ Material: <input type="checkbox"/> RCP <input type="checkbox"/> PVC <input type="checkbox"/> CMP <input type="checkbox"/> Earthen Swale <input type="checkbox"/> Galvanized <input type="checkbox"/> Concrete <input type="checkbox"/> Other Trash guard? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____ Flared End? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____
SEDIMENT DELTA	<input type="checkbox"/> Yes Approximate measurements (feet): Depth _____ Length _____ Width _____ <input type="checkbox"/> No
EROSION	<input type="checkbox"/> Yes <input type="checkbox"/> No
FLOW PRESENT?	<input type="checkbox"/> Yes <input type="checkbox"/> No FLOW CONDITION / ABILITY (IS THE FLOWAGE PATH OPEN IF WATER WERE PRESENT): <input type="checkbox"/> Open <input type="checkbox"/> Plugged <input type="checkbox"/> Inhibited <input type="checkbox"/> Other: _____
COMMENTS / NOTES:	

STORMWATER BMP INSPECTION CHECKLIST

Water Body ID #: _____

OUTLET

(Inspect Spring and Fall)

Outlet Type:	Comments:
Debris/sediment removal required:	Comments:
Repair Needed:	Comments:
Observations:	Comments:

INLET & PRETREATMENT STRUCTURES

(Inspect Spring and Fall)

Repair Needed:	Comments:
Debris/sediment removal required:	Comments:
Erosion evident:	Comments:
Water by-passing inlet:	Comments:
Observations:	Comments:

STORMWATER BMP INSPECTION CHECKLIST

Water Body ID #: _____

ILLCIT DISCHARGE POTENTIAL

<input type="checkbox"/> Unlikely (no visual indicators): _____	
<input type="checkbox"/> Potential (presence of one or more indicators): _____	
<input type="checkbox"/> Obvious (oil, unusual color, odor, etc.): _____	
Was someone onsite contacted? If yes, who?: _____	
Comments: _____	
ADDITIONAL COMMENTS OR NOTES	

Introduction

Prinsco's HydroStor chamber systems provide a solution to effectively manage and store stormwater runoff utilizing a pipe manifold system to distribute the stormwater to rows of chambers and end caps. As stormwater flows to the chamber system, it carries sediment and debris that tends to collect within the system. Given that chambers are an open bottom system, it is essential to capture the sediment and debris before it enters the chamber rows with the use of a pre-treatment device.

Pre-Treatment System Devices

The use of a pre-treatment unit is recommended for all HydroStor chamber systems, as debris and sediment buildup in the system will clog the stone void space under the chambers. If the stone becomes clogged with sediment, the storage performance and service life of the system will be compromised. A pre-treatment unit is designed to capture a majority of the sediment and debris before it is able to enter the entire chamber system. Therefore, the maintenance and cleaning of the system will be limited to only the pre-treatment system and not the entire chamber system. It is crucial to ensure that the pre-treatment device(s) are maintained regularly. For chamber systems, there are two options for a pre-treatment device: a Stormwater Quality Unit or sediment row.

Sediment Row

Another option available for HydroStor chamber systems, which can be used in conjunction with a SWQU or by itself, is a Sediment Row. The sediment row consists of a series of chambers installed directly on top of two layers of a woven geotextile. The geotextile serves as a filter and prevents the sediment from clogging the bedding stone. The specified geotextile is also durable enough to withstand cleaning and maintenance procedures using water jet technology. The sediment row will typically be located in the first row of chambers and connected to the control structure(s). This connection is made with a short stub of 18" (450 mm) pipe for HS75 chambers or 24" (600 mm) pipe for HS180 chambers and will be the point of access for cleaning and maintenance procedures. A 24" (600 mm) connection to HS75 chambers is possible, however a pipe adapter will be required to make the connection to the end cap.

Inspection Ports

Inspection ports are not required for the entire chamber system but may be installed to monitor the sediment levels, particularly in the sediment row. Inspection ports are typically 4" - 8" (100 – 200 mm) PVC risers and are to be installed in the valley between the corrugations on the HS180 chambers or in the circular cut out point at the center of HS75 chambers.

Initial System Inspection

An initial inspection of the pre-treatment device should be performed before the chamber system is put into operation. It is best to create an Inspection and Maintenance log sheet at this time. The Inspection and Maintenance Log Sheet can be found at the end of this technical note. Included with the log sheet should be a layout of the system and/or pre-treatment devices with the invert elevations at the inspection ports prior to sediment accumulation. Initial measurements can be taken with a stadia rod or other measurement techniques. These measurements will allow for future sediment height measurements to be taken from outside of the system, eliminating the need for manned entrance.

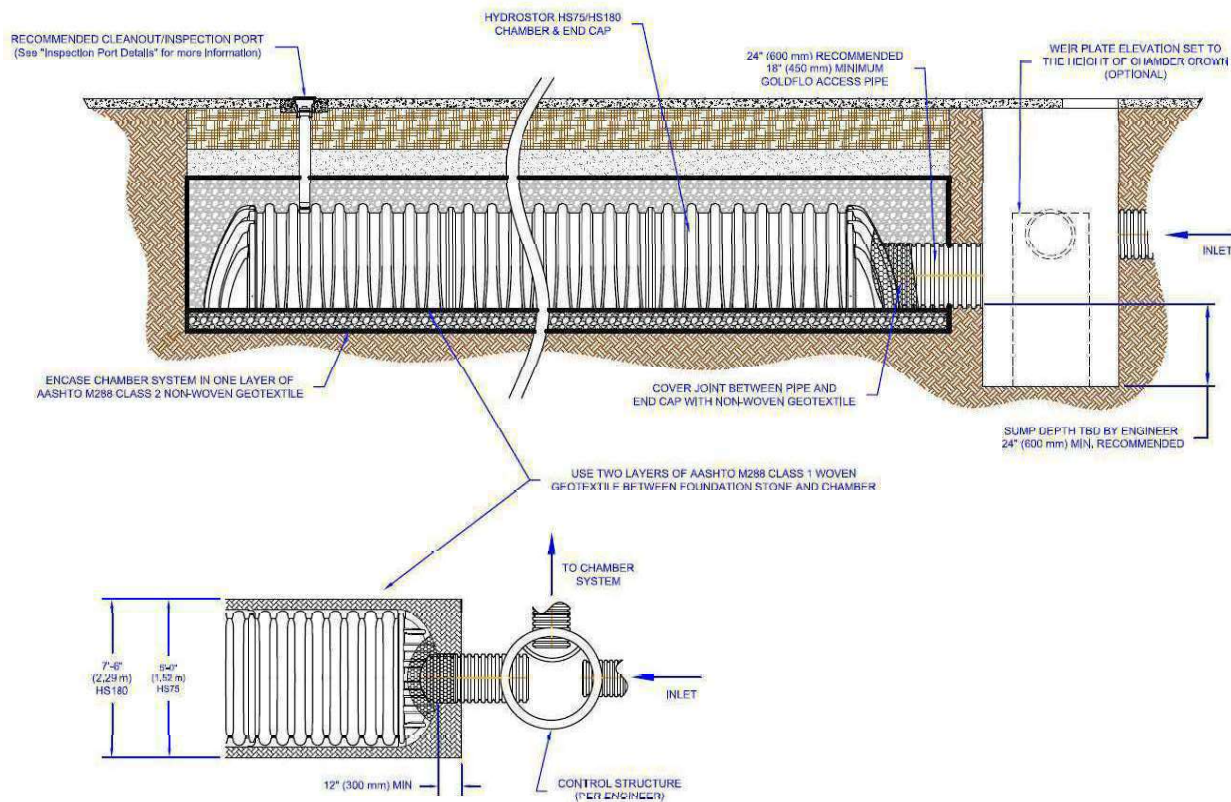


Figure 1 – Chamber Sediment Row

Inspection Frequency

Inspection frequency will vary based on the system design and requirements. A system inspection schedule should be developed for each individual system, with the industry standard being a minimum of once per year. After the inspection schedule is established for the system, it should be tracked on the Inspection and Maintenance Log Sheet.

During the first year of operation, more frequent inspections should be done due to construction activities. Construction sediment and debris loading can be minimized if the Stormwater Pollution Prevention Plan (SWPPP) plan for the construction site is followed. After the first year of operation, the rate at which the pretreatment system collects soil/pollutants will be heavily dependent on the site activities. During winter months, in geographical areas where sand is applied to road surface, systems may see increased sediment loading. Other increased loading areas are present with vehicle or equipment wash-down areas.

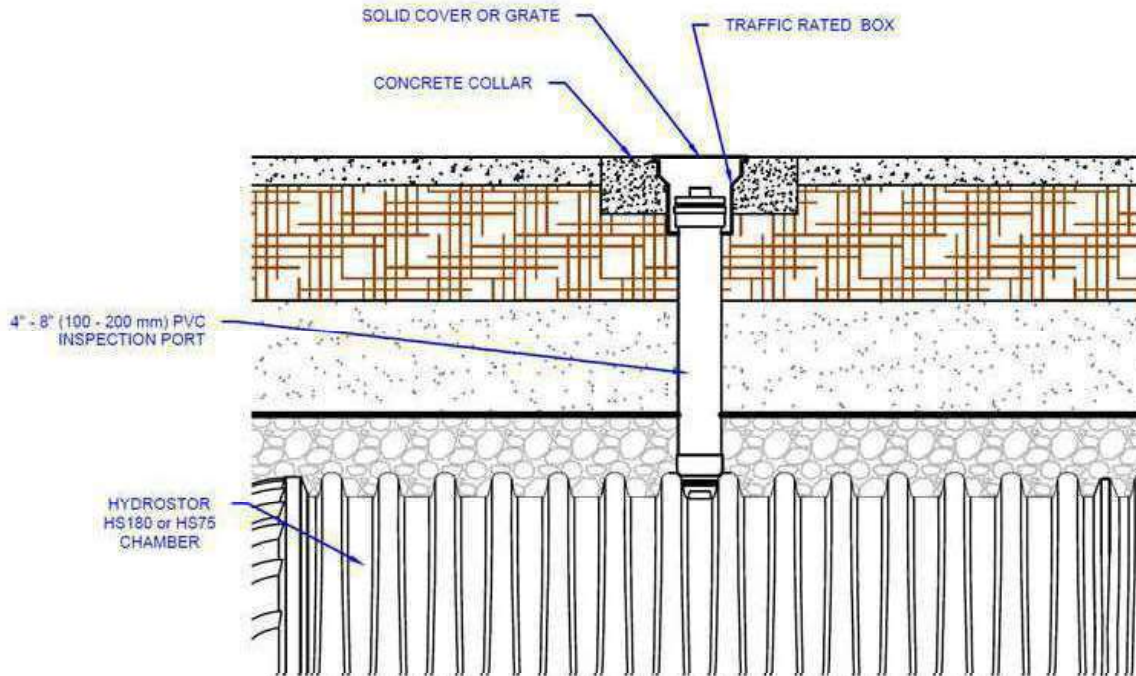


Figure 2 - Inspection Ports for Chamber System

Inspections for a sediment row can either be done through an inspection port or by examining the chamber row through the upstream control structure. During inspections, elevations of sediment height should be taken from each riser, cleanout or inspection port. These elevations should be recorded on the Inspection and Maintenance Log Sheet. During the inspection, personnel should be looking for blockages to inlet or outlet stubs or any other evidence of system malfunction.

Maintenance Frequency

Cleaning frequency will vary for each pre-treatment device based on the system design. It is at the sole discretion of the inspector to determine if or when the device will require cleaning. The following are recommendations of when the device should be cleaned:

- If the system is experiencing an unusual amount of silt and soil build up, the pre-treatment device should be investigated and or cleaned.
- If the chamber sediment row reaches a sediment height between 1"-3" (25-75 mm), the inspector should recommend cleaning.
- If the system reaches a sediment height greater than 3" (75 mm) in the chamber sediment row, the system should be clean at the soonest opportunity.

System Cleaning

The most common method of cleaning is done by using a vacuum truck. For the sediment row, a high-pressure nozzle with rear facing jets is used to direct the sediment and debris to the inlet control structure where it can then be vacuumed out. Care needs to be taken to ensure damage to the geotextile fabric does not occur when removing sediment and debris.



Figure 3 - Sediment Row Cleaning

Before the system is cleaned, the following considerations should be made:

- The system will be much easier to clean when there is little to no flow into the system and the system does not have any standing water. For this reason, system cleaning should be scheduled around dry weather.
- Before cleaning begins, all outlet stubs should be blocked off. This includes the outlet from the diversion structure to the chamber system. If this is not done, sediment loading could back up or plug downstream pipelines adding to cleaning expenses. This is also done to prevent any of the debris or pollutants from washing into downstream waterways.
- When beginning the cleaning process all upstream pipelines and pre-treatment units should be cleaned first.

Safety

Before entering a retention or detention system, ensure all OSHA and local safety regulations are being followed. Only personnel with appropriate confined space permits and personal protective equipment should be allowed to enter the system.

Material Disposal

After maintenance and cleaning, dispose of sediment, as directed, in accordance to local regulations. Water and sediment from cleanout procedures should not be dumped into a sanitary sewer. In some locations, proper disposal of sediments from the sediment row can be compared to the disposal of sediments from manholes or catch basins.



HYDROSTOR™ CLEANING & MAINTENANCE GUIDE

Inspection & Maintenance Log Sheet									
Type of System: HS180 Chambers with SWQU & Sediment Row					Location: Minneapolis, MN				
Notes/Comments: Contact owner when sediment level reaches 8" (200 mm) or outlet stub is restricted. Scheduled cleaning should be done through SB's JET/VAC									
Ports / Cleanouts / Manholes		Point 1	Point 2	Point 3	Point 4	Point 5	Point 6	Point 7	Point 8
Initial Inspection									
Date: 3/10/13	Invert Depth	84" (2100 mm)	84" (2100 mm)	86" (2150 mm)	87" (2175 mm)	88" (2200 mm)	89" (2225 mm)	90" (2250 mm)	91" (2275 mm)
	Sediment Depth	----	----	----	----	----	----	----	----
	Inspector Name:	Inspector 1		Maintenance Performed/Notes:					
Inspection and Maintenance									
Date: 8/10/13	Depth to Sediment	81" (2025 mm)	81" (2025 mm)	81" (2025 mm)	82" (2050 mm)	84" (2100 mm)	84" (2100 mm)	85" (2125 mm)	85" (2125 mm)
	Sediment Depth	3" (75 mm)	3" (75 mm)	5" (125 mm)	5" (125 mm)	4" (100 mm)	5" (125 mm)	5" (125 mm)	6" (150 mm)
	Inspector Name:	Inspector 2		Maintenance Performed/Notes:		excess amounts of sediment, upon further inspection pre-treatment unit was full			
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					



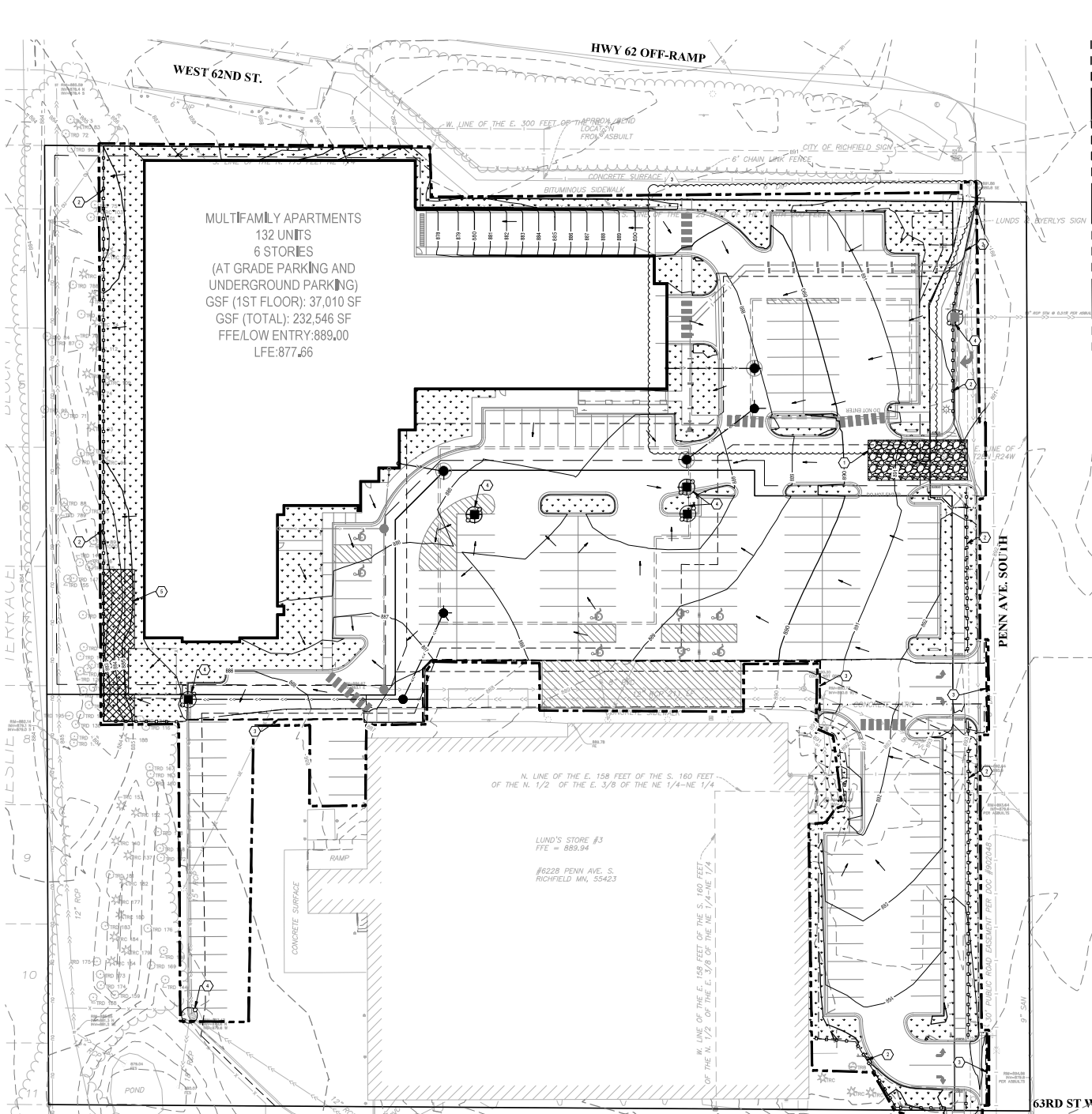
HYDROSTOR™ CLEANING & MAINTENANCE GUIDE

Inspection & Maintenance Log Sheet									
Type of System:					Location:				
Notes/Comments:									
Ports / Cleanouts / Manholes	Point 1	Point 2	Point 3	Point 4	Point 5	Point 6	Point 7	Point 8	
Initial Inspection									
Date:	Invert Depth								
	Sediment Depth	----	----	----	----	----	----	----	----
	Inspector Name:	Inspector 1		Maintenance Performed/Notes:					
Inspection and Maintenance									
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
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Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					



HYDROSTOR™ CLEANING & MAINTENANCE GUIDE

Inspection & Maintenance Log Sheet									
Type of System:					Location:				
Notes/Comments:									
Ports / Cleanouts / Manholes	Point 1	Point 2	Point 3	Point 4	Point 5	Point 6	Point 7	Point 8	
Initial Inspection									
Date:	Invert Depth								
	Sediment Depth	----	----	----	----	----	----	----	----
	Inspector Name:	Inspector 1		Maintenance Performed/Notes:					
Inspection and Maintenance									
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
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	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					
Date:	Depth to Sediment								
	Sediment Depth								
	Inspector Name:			Maintenance Performed/Notes:					



LEGEND

—	PROPERTY BOUNDARY
—	LOT
—	EASEMENT
—	SETBACK
—	POINT OF WAY LINE
—	EASEMENT
—	PROPERTY LINE
—	901
—	EASEMENT MAJOR CONTOUR
—	EASEMENT STORM SEWER
—	EASEMENT SANITARY SEWER
—	EASEMENT WATERMAIN
—	EASEMENT SANITARY MANHOLE
—	EASEMENT STORM SEWER MANHOLE
—	EASEMENT STORM SEWER RAMP
—	EASEMENT STORM SEWER RAMP
—	EASEMENT PLUMBING SECTION
—	EASEMENT HYDRANT
—	EASEMENT WATER WELL
—	EASEMENT WATER VALVE
—	901
—	PROPOSED MAJOR CONTOUR
—	GRAVEL
—	CONSTRUCTION EASEMENT
—	STORM SEWER
—	SANITARY SEWER
—	WATERMAIN
—	STORM MANHOLE
—	STORM CATCH BASIN
—	SANITARY MANHOLE
—	HYDRANT
—	GATE VALVE
—	ROCK CONSTRUCTION ENTRANCE
—	EROSION CONTROL BLANKET
—	PERMANENT STABILIZATION (SEE SHEET 14011)
—	FENCE
—	ROLL
—	INLET PROTECTION
—	SURFACE FLOW SECTION

NOTES

- SEE SHEET 14011 FOR ADDITIONAL PROJECT NOTES.
- CONSTRUCTION SHALL HAVE STABILIZED ENTRANCE AT ALL TIMES. CONSTRUCTION SHALL MAINTAIN PROTECTION TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
- CONSTRUCTION SHALL MAINTAIN FENCE SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY. WHEN APPLICABLE, BARRIERS OR CHAINS OR CHAINS SHOWN OFFSET MAY BE USED FOR TREE PROTECTION. DO NOT COMPACT TOP SOILS.
- EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL SLOPES 4:1 AND STEEPER UPON COMPLETION OF GRADE.
- INSTALL INLET PROTECTION ON ALL STORM SEWERS WITHIN 20' OF CONSTRUCTION.
- COORDINATE CONSTRUCTION WITH ADJACENT TURNLANE CONSTRUCTION. SEE TURNLANE PLANS BY WENCK ASSOCIATES.

KEYNOTES

- INSTALL ROCK CONSTRUCTION ENTRANCE—SEE DETAIL 14040-001
- INSTALL INLET FENCE—SEE DETAIL 14040-001
- INSTALL INLET ROLL—SEE DETAIL 14040-001
- INSTALL INLET PROTECTION—SEE DETAIL 14040-001
- INSTALL EROSION CONTROL BLANKET—SEE DETAIL 14040-001

Rev	Description	Date
0	FOR CONSTRUCTION	07/20/20
1	UBS & PROP CHG	09/03/20
2	MAP CORRECTION	10/03/20
3	CS-01	01/12/21

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

Daniel M. Lavender
Daniel M. Lavender

LICENSE NO. 57418

DATE: 01/12/2021

PROJECT
Richfield Lunds & Byerlys Apartments

LOCATION
**6200 Penn Ave S.
Richfield, MN 55423**

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR LOCATING ALL UTILITIES. THEY SHALL COORDINATE WITH ALL UTILITY COMPANIES IN ADVANCE OF THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CONTRACT Gopher State One Call. STATE ONE CALL AT 800-444-4000 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL MANHOLES, VALVES, OR OTHER BURIED STRUCTURES BEFORE THE CONTRACTOR SHALL BEGIN OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TOLL FREE 800-444-4000
TOLL FREE 800-444-4000

PROJECT NUMBER
5400-0003
DATE
01/12/2021
REV
3
DRAWN BY
JTP
CHECKED BY
JRA
APPROVED BY
OWL

PREPARED FOR
LUND REAL ESTATE HOLDINGS, LLC.

POST CONSTRUCTION EROSION CONTROL PLAN

SHEET NUMBER

C-201

PLOT DATE: 1/12/2021 10:55 AM

LUND'S REAL ESTATE HOLDINGS, LLC
SUBJECT PROPERTY

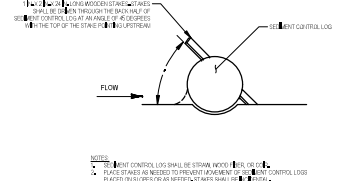
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Highway 89
Mud Lake Road

Scale: 100 50 0 100 Feet

LUND'S REAL ESTATE HOLDINGS, LLC
Soils Map

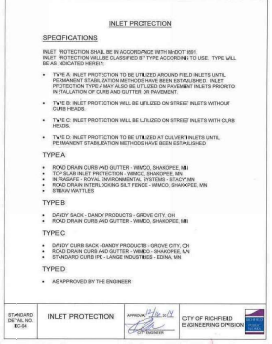
WENCK
Environmental Engineering

MAR 2020
Figure 3

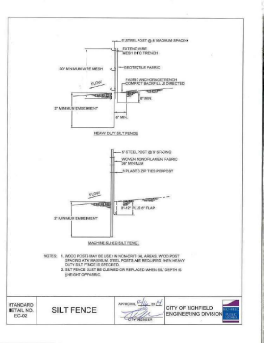


NOTES:
1. SILT CONTROL LOOPS SHALL BE SPACED 100' TO 150' ON CENTER.
2. PLACE STAKES AT NEED TO PREVENT ADJACENT PROPERTY DAMAGE. SILT CONTROL LOOPS SHALL BE PLACED AT THE TOP OF THE STAKE (SEE DETAIL).

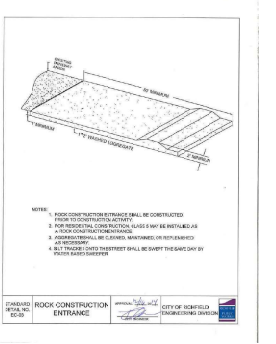
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NOT TO SCALE



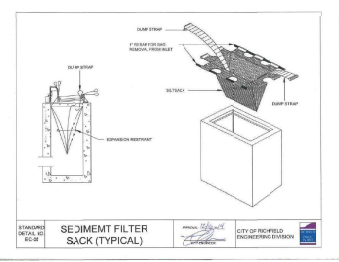
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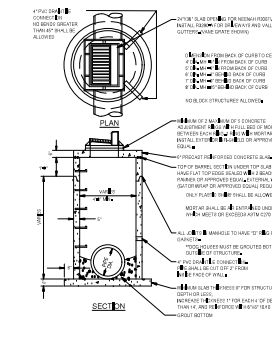
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NOT TO SCALE



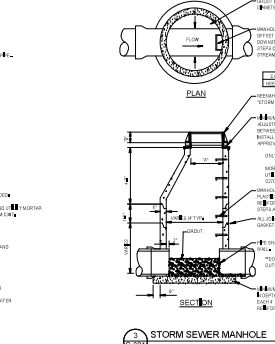
ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE



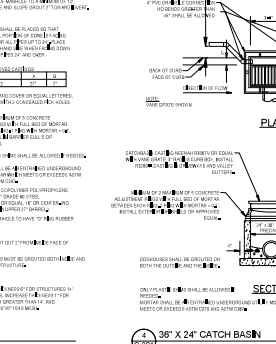
SEDIMENT FILTER SACK (TYPICAL)
NOT TO SCALE



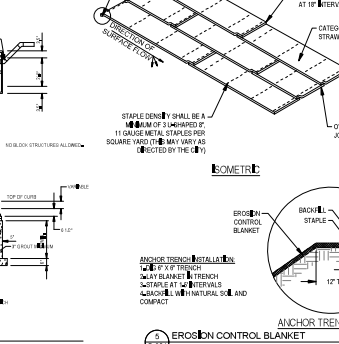
CATCH BASIN/MANHOLE
NOT TO SCALE



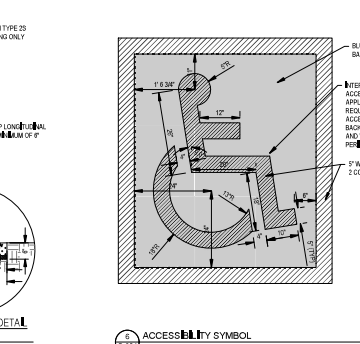
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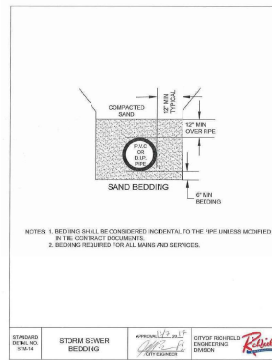
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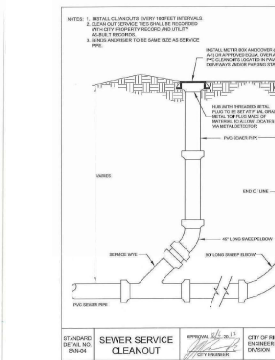
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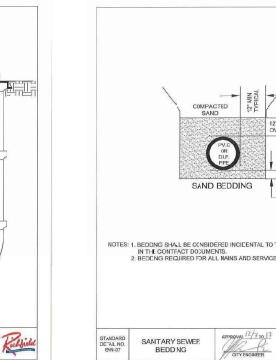
ACCESS SYMBOL
NOT TO SCALE



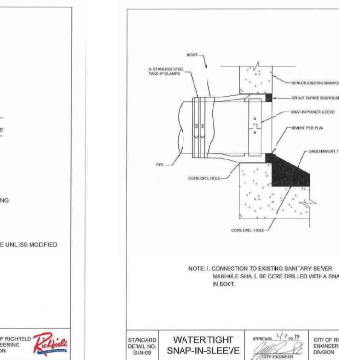
STORM SEWER BEDROCK
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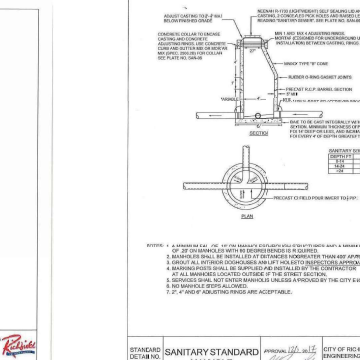
SEWER SERVICE CLEANOUT
NOT TO SCALE



SANITARY SEWER BEDROCK
NOT TO SCALE



WATER-TIGHT SNAP-IN-SLEEVE
NOT TO SCALE



SANITARY STANDARD MANHOLE
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

Daniel M. Lavender
LICENSE NO. 57418

DATE: 01/13/2021

Richfield Lunds & Byerlys Apartments

6200 Penn Ave S.
Richfield, MN 55423

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR ALL UTILITIES AND SHALL COORDINATE WITH ALL UTILITIES COMPANIES TO LOCATE ALL UTILITIES AND AVOID DAMAGE TO UTILITIES.

THE CONTRACTOR SHALL CONTACT Gopher State One Call AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UTILITIES AND AVOID DAMAGE TO UTILITIES.

CALL Gopher State One Call AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UTILITIES AND AVOID DAMAGE TO UTILITIES.

PROJECT NUMBER: 54000003
DATE: 01/13/2021
DRAWN BY: JTP
CHECKED BY: JRA
APPROVED BY: CML

PREPARED FOR:
LUND REAL ESTATE HOLDINGS, LLC.

DETAILS

DETAILS

DETAILS

DETAILS

DETAILS

DETAILS

DETAILS

DETAILS

DETAILS

DETAILS



LUNDS & BYERLYS APARTMENTS

RICHFIELD, MN
HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM

STORMWATER CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE HYDROSTOR CHAMBERS APPROVED BY PRINSCO.
- CHAMBERS SHALL BE MADE FROM 304L STAINLESS STEEL, 1/2" THICK CORROSION RESISTANT.
- CHAMBERS SHALL HAVE AN INTERNAL, UNDETERMINED INTERNAL, BRASS WITH AN INTERNAL SUPPORT RING THAT IS BUILT INTO THE CHAMBER WALLS AND IS NOT REMOVABLE.
- THE STRUCTURAL DESIGN OF THE CHAMBER, THE STRUCTURAL, INTERNAL, AND THE INSTALLATION REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF HYDROSTOR CHAMBERS APPROVED BY PRINSCO.
- CHAMBERS SHALL BE MADE FROM 304L STAINLESS STEEL, 1/2" THICK CORROSION RESISTANT.
- CHAMBERS SHALL HAVE AN INTERNAL, UNDETERMINED INTERNAL, BRASS WITH AN INTERNAL SUPPORT RING THAT IS BUILT INTO THE CHAMBER WALLS AND IS NOT REMOVABLE.
- THE STRUCTURAL DESIGN OF THE CHAMBER, THE STRUCTURAL, INTERNAL, AND THE INSTALLATION REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF HYDROSTOR CHAMBERS APPROVED BY PRINSCO.

NOTES

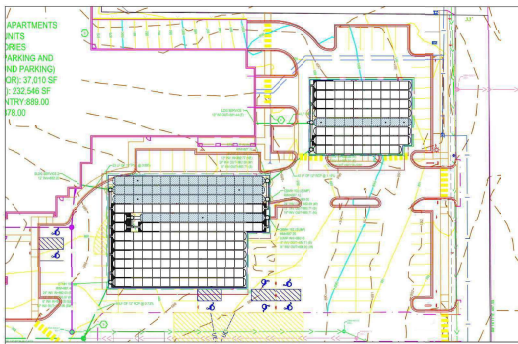
- PRINSCO RECOMMENDS THE INSTALLATION OF HYDROSTOR CHAMBERS IN A RECOMMENDED MANNER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.
- HYDROSTOR CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVIDED HYDROSTOR CHAMBER SPECIFICATIONS.
- HYDROSTOR CHAMBERS SHALL NOT BE INSTALLED ON UNDESIRABLE FOUNDATION SURFACES. FOUNDATION SURFACES SHALL BE FLAT, AND CONNECTED TO THE CHAMBER WALLS BY A MINIMUM OF 1/2" OF CONCRETE OR EQUIVALENT.
- HYDROSTOR CHAMBERS SHALL NOT BE INSTALLED ON UNDESIRABLE FOUNDATION SURFACES. FOUNDATION SURFACES SHALL BE FLAT, AND CONNECTED TO THE CHAMBER WALLS BY A MINIMUM OF 1/2" OF CONCRETE OR EQUIVALENT.
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PROJECT INFORMATION

- PROJECT NUMBER: 201-212-1807
- PROJECT NAME: LUNDS & BYERLYS APARTMENTS
- CLIENT: LUNDS & BYERLYS APARTMENTS
- CONTRACTOR: LUNDS & BYERLYS APARTMENTS
- DRAWING DATE: 01/12/2021

THE UNDERSIGNED HEREBY APPROVES THE ATTACHED DRAWING(S).

DATE: 01/12/2021

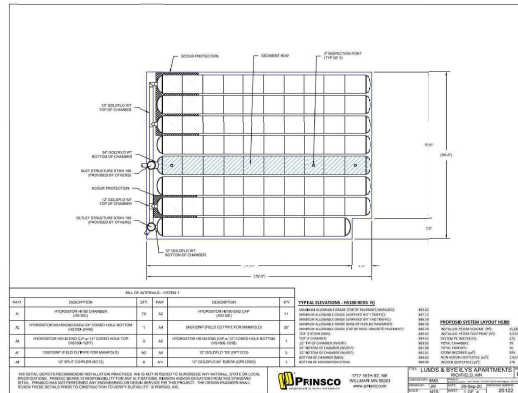


OVERLAY

PRINSCO RECOMMENDS THE INSTALLATION OF HYDROSTOR CHAMBERS IN A RECOMMENDED MANNER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.



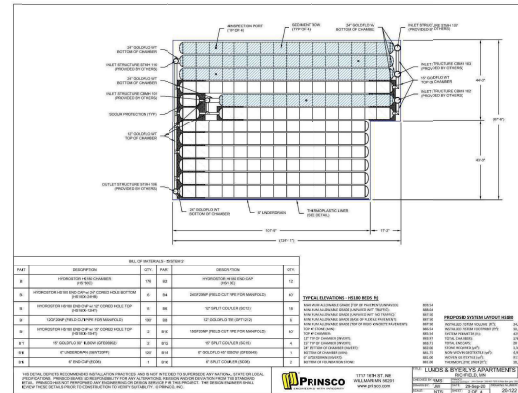
HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM
DATE: 01/12/2021



PRINSCO RECOMMENDS THE INSTALLATION OF HYDROSTOR CHAMBERS IN A RECOMMENDED MANNER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.



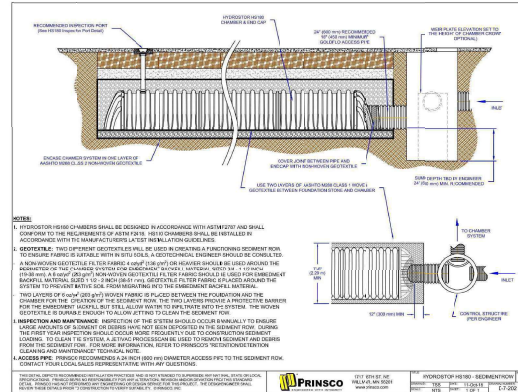
HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM
DATE: 01/12/2021



PRINSCO RECOMMENDS THE INSTALLATION OF HYDROSTOR CHAMBERS IN A RECOMMENDED MANNER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.



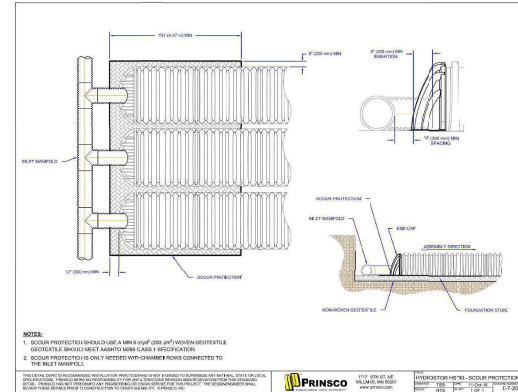
HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM
DATE: 01/12/2021



PRINSCO RECOMMENDS THE INSTALLATION OF HYDROSTOR CHAMBERS IN A RECOMMENDED MANNER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.



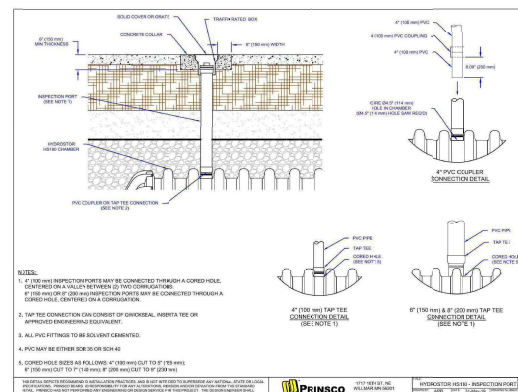
HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM
DATE: 01/12/2021



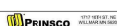
PRINSCO RECOMMENDS THE INSTALLATION OF HYDROSTOR CHAMBERS IN A RECOMMENDED MANNER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.



HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM
DATE: 01/12/2021



PRINSCO RECOMMENDS THE INSTALLATION OF HYDROSTOR CHAMBERS IN A RECOMMENDED MANNER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CHAMBER AND THE INSTALLATION OF THE CHAMBER.



HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM
DATE: 01/12/2021

DORAN COMPANIES
7500 OLIVER STREET, SUITE 100
RICHFIELD, MN 55126
TEL: 612.331.1111
FAX: 612.331.1112
WWW.DORANCOMPANIES.COM

WENCK
7500 OLIVER STREET, SUITE 100
RICHFIELD, MN 55126
TEL: 612.331.1111
FAX: 612.331.1112
WWW.WENCK.COM

REV	DESCRIPTION	DATE
0	ISSUE RECORD	01/12/2021
1	FOR CONSTRUCTION	01/12/2021
2	FOR CONSTRUCTION	01/12/2021
3	FOR CONSTRUCTION	01/12/2021

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

David M. Lavender
DAVID M. LAVENDER
LICENSE NO. 57418
DATE: 01/12/2021

PROJECT
Richfield Lunds & Byerlys Apartments

LOCATION
6200 Penn Ave S.,
Richfield, MN 55423

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 800.444.4444 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.

PROJECT NUMBER: 54001003
DATE: 01/12/2021
DRAWN BY: JTP
CHECKED BY: JRA
APPROVED BY: DML

PROJECT NAME: LUND REAL ESTATE HOLDINGS, LLC.

PROJECT LOCATION: 6200 Penn Ave S., Richfield, MN 55423

PROJECT DESCRIPTION: HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM

PROJECT DRAWING: HYDROSTOR HS180 STORMWATER CHAMBER SYSTEM

PROJECT DATE: 01/12/2021

PROJECT SCALE: 1/8" = 1'-0"

PROJECT SHEET: C-804

PROJECT TOTAL SHEETS: 8

PROJECT CLIENT: LUND REAL ESTATE HOLDINGS, LLC.

PROJECT ARCHITECT: LUND REAL ESTATE HOLDINGS, LLC.

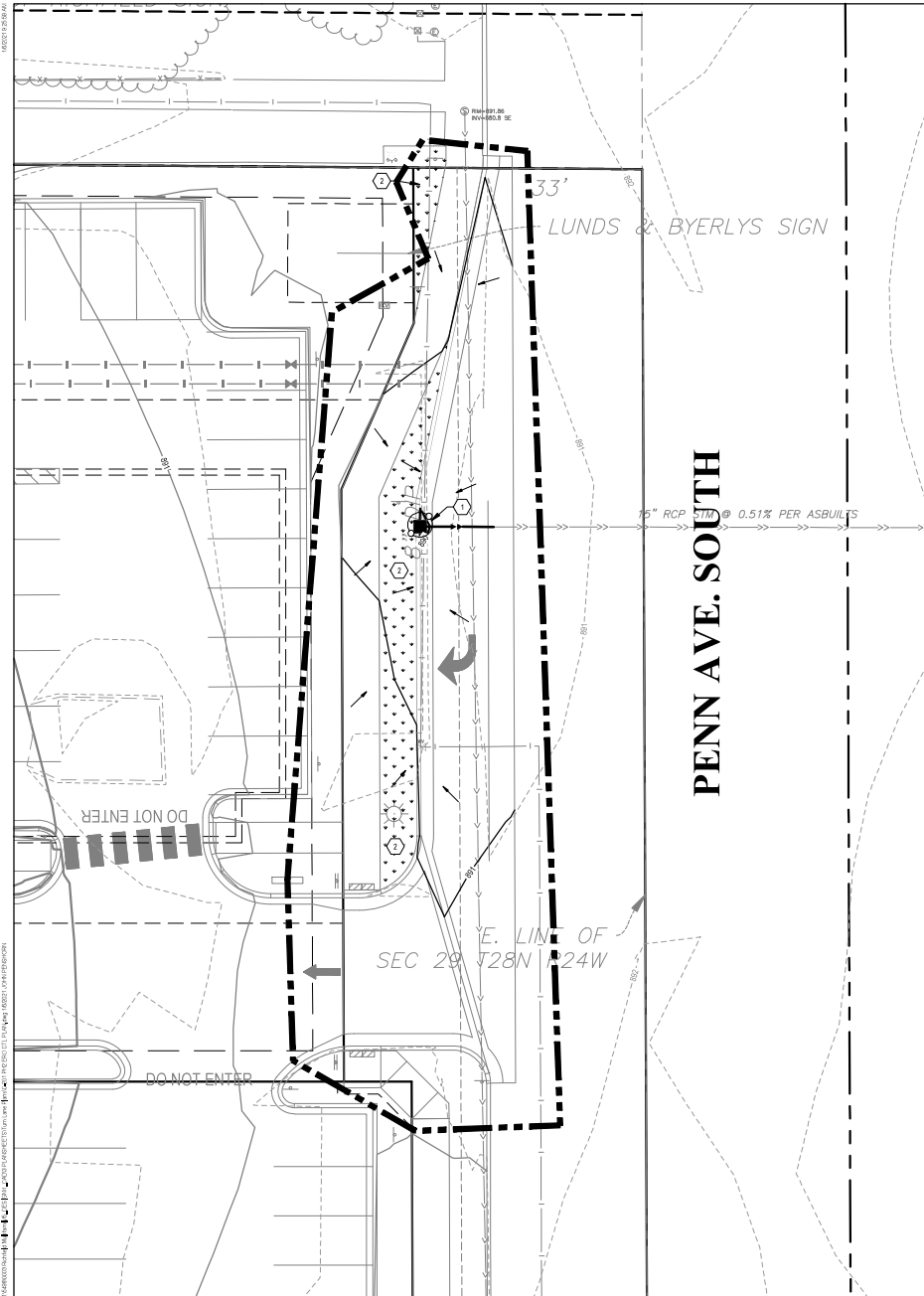
PROJECT ENGINEER: DAVID M. LAVENDER

PROJECT DATE: 01/12/2021 10:57 AM

PROJECT SHEET: C-804

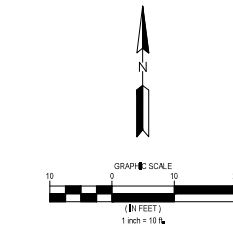


1/20/2019 10:46 AM



IRRIGATION NOTES

1. THE IRRIGATION SYSTEM CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
 - 1.1. DETAILED DESIGN OF AN IRRIGATION SYSTEM FOR THE ENTIRE AREA TO BE IRRIGATED AND LOCATED ON THE DRAWINGS. DESIGN SHALL INCLUDE PIPE SIZING, HEAD SELECTION, LOCATIONS OF HEADS, ZONING, AND CONTROL SYSTEMS. DESIGN SHALL PROVIDE NO OVERSPRAY ONTO WALKS, IRRI-GATION PLAN, DESIGN DETAILS AND PRODUCT SHEETS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER FOR REVIEW AND APPROVAL PRIOR TO PURCHASING ANY MATERIALS.
 - 1.2. LABOR AND MATERIALS NECESSARY TO INSTALL A NEW IRRIGATION SYSTEM AS SHOWN IN GENERAL ON THE PLAN. THE IRRIGATION CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE IRRIGATION CONTROL SYSTEM ALONG WITH ANY CONNECTIONS MADE TO THE WATER SERVICE.
 - 1.3. TESTING OF THE COMPLETE IRRIGATION SYSTEM.
 - 1.4. STARTUP AND ADJUSTMENT OF THE SYSTEM.
 - 1.5. PROVIDE OWNER'S EMPLOYEES WITH OPERATIONAL TRAINING ON-SITE AND SUBMIT OPERATION AND MAINTENANCE MANUALS FOR ALL COMPONENTS.
 - 1.6. AS A MINIMUM, DRAWINGS SHOWING THE LOCATION AND FEATURES OF ALL IRRIGATION COMPONENTS.
2. THE ENTIRE INSTALLATION SHALL FULLY COMPLY WITH ALL LOCAL AND STATE LAWS AND ORDINANCES AND WITH THE ESTABLISHED CODES ALLOCABLE THEREIN.
3. THE CONTRACTOR SHALL TAKE OUT ALL REQUIRED PERMITS, ARRANGE FOR ALL NECESSARY INSPECTION, AND PAY ANY FEES AND EXPENSES IN CONJUNCTION WITH THE SAME AS PART OF THE WORK UNDER THIS CONTRACT.
4. ALL WORK AND MATERIALS TO BE IN FULL ACCORDANCE WITH LATEST RULES AND REGULATIONS OF THE COMMISSION OF INDUSTRIAL SAFETY, THE UNIFORM PLUMBING CODE, NATIONAL ELECTRIC CODE, AMERICANS WITH DISABILITIES, AND OTHER APPLICABLE LAWS OR REGULATIONS.
5. NOTWITHSTANDING THESE ORDINANCES OR SPECIFICATIONS, TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
6. FURNISH WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIALS AND LABOR AS REQUIRED TO COMPLY WITH THESE RULES AND REGULATIONS, THOUGH THE WORK IS NOT MENTIONED IN THESE PARTICULAR CONSTRUCTION DOCUMENTS.



LEGEND

- | | |
|-----|------------------------------|
| --- | PROPERTY BOUNDARY |
| --- | LOT LINE |
| --- | EASEMENT LINE |
| --- | SETBACK LINE |
| --- | RIGHT OF WAY LINE |
| --- | EXISTING EASEMENT LINE |
| --- | EXISTING PROPERTY LINE |
| --- | EXISTING MINOR CONTOUR |
| --- | EXISTING MAJOR CONTOUR |
| --- | EXISTING STORM SEWER |
| --- | EXISTING SANITARY SEWER |
| --- | EXISTING WATER MAIN |
| --- | EXISTING SANITARY MANHOLE |
| --- | EXISTING STORM SEWER MANHOLE |
| --- | EXISTING STORM SEWER INLET |
| --- | EXISTING STORM SEWER INLET |
| --- | EXISTING FLARED END SECTION |
| --- | EXISTING HYDRANT |
| --- | EXISTING WATER WELL |
| --- | EXISTING WATER VALVE |
| --- | PROPOSED MINOR CONTOUR |
| --- | PROPOSED MAJOR CONTOUR |
| --- | GRADE LIMITS |
| --- | CONSTRUCTION LIMITS |
| --- | STORM CATCH BASIN |
| --- | IRRIGATED SOD |
| --- | INLET PROTECTION |
| --- | SURFACE FLOW DIRECTION |

NOTES

1. SEE SHEET 0402 FOR ADDITIONAL PROJECT NOTES.
2. CONSTRUCTION SITE SHALL HAVE STABILIZED ENTRANCE AT ALL TIMES. CONTRACTOR IS ULTIMATELY RESPONSIBLE TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
3. CONSTRUCTION LIMITS AND SET FENCE SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY, WHEN APPLICABLE.
4. INSTALL INLET PROTECTION ON ALL STORM INLETS WITHIN 200' OF CONSTRUCTION LIMITS.
5. COORDINATE TURN LANE CONSTRUCTION WITH ADJACENT SITE CONSTRUCTION. SEE RLB APARTMENTS PLANS BY WENCK ASSOCIATES.
6. COORDINATE TURN LANE CONSTRUCTION WITH COUNTY DUE TO FUTURE MILL AND OVERLAY PLANNED FOR CSAH 32.

KEYNOTES

1. INSTALL INLET PROTECTION ON SEE DETAIL EQ-0504-01
2. INSTALL IRRIGATED SOD

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 855-544-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND LINES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE BEGINNING THE CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

MINNAPOLIS AREA: 651-454-0002
TOLL FREE 800-454-1168



7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-434-8800
FAX: 763-434-7338
WWW.WENCK.COM

CLIENT:

DORAN
COMPANIES

RLB TURN LANE
CSAH 32/PENN AVENUE
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

ISSUE NO.

0

DESCRIPTION

FOR CONSTRUCTION

DATE

01/05/2021

DESIGNED BY

5/16/20

CHECKED BY

5/16/20

DATE

01/05/2021

PROJECT NO.

5806-19-003

DRAWN BY

JTP

CHECK BY

JRA

APPROVED BY

DM

ISSUE DATE

01/05/2021

SHEET NO.

0

SHEET TITLE

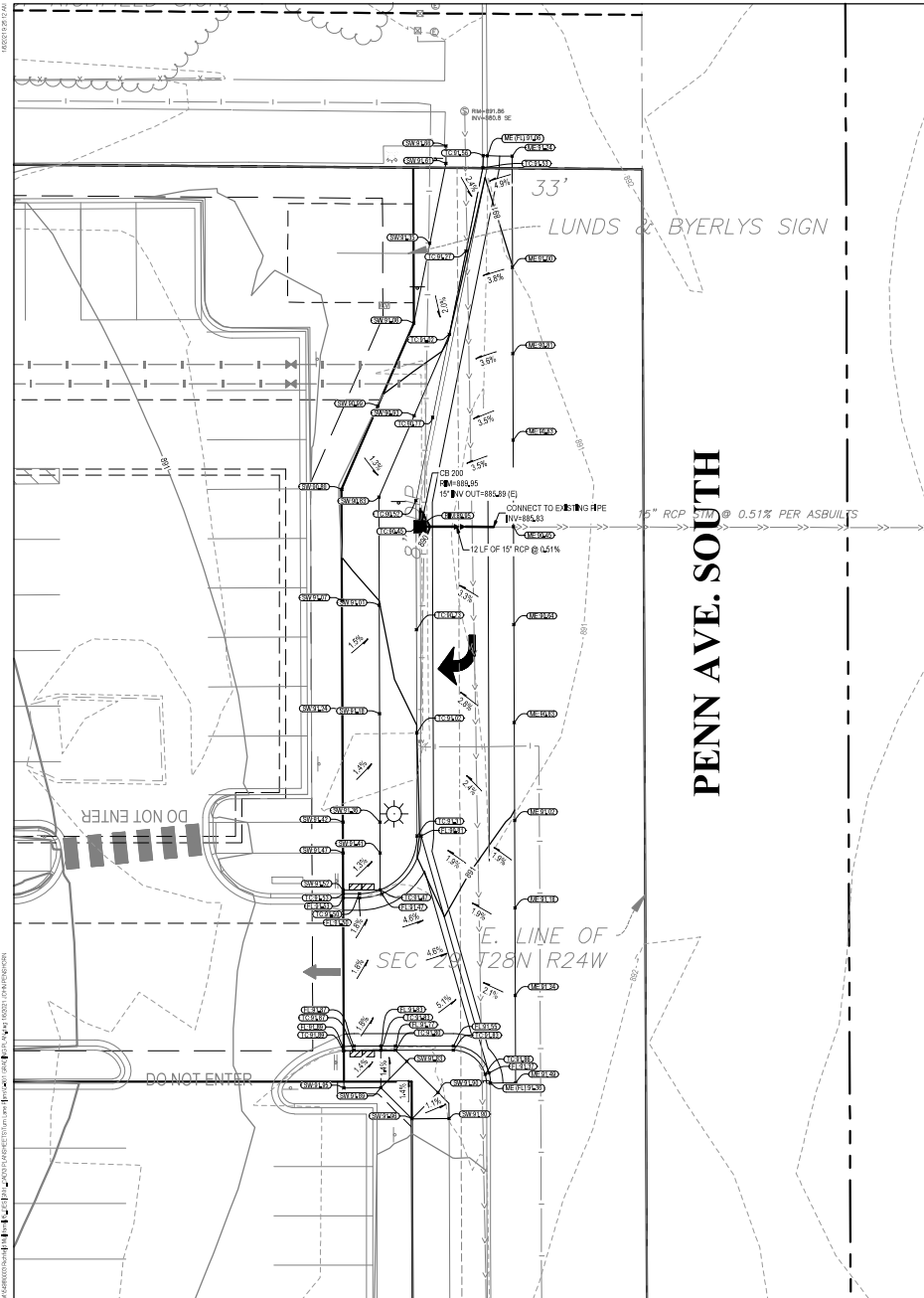
PHASE 2 EROSION

CONTROL PLAN

SHEET NO.

C-201

1/20/2021 10:24 AM



PENN AVE. SOUTH

E. LINE OF SEC 28 N R24 W

STORM STRUCTURE SCHEDULE			
STRUCTURE		DETAIL	
STRUCTURE ID	SIZE	STRUCTURE	CASTING
CBMH 200	48" Ø	4020JC-804	4125DC-802

*STRUCTURE SIZES ARE APPROXIMATE, PRECAST MANUFACTURER TO CONFIRM SIZES AND ADJUST AS NECESSARY, PRIOR TO ORDERING.
REFERENCE STANDARD PLATE NO. 4154G-402, 4133A-C-402, 4010HC-405, 4129G-C-405, AND 4161F-C-405.

WARNING:

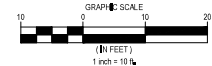
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 888-544-6002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND LINES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE BEGINNING THE CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

MINN. CITY AREA: 888-544-6002
TOLL FREE: 800-965-1168



LEGEND

---	PROPERTY BOUNDARY
---	LOT LINE
---	EASEMENT LINE
---	SETBACK LINE
---	RIGHT OF WAY LINE
---	EXISTING EASEMENT LINE
---	EXISTING PROPERTY LINE
---	EXISTING MINOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	PROPOSED MINOR CONTOUR
---	PROPOSED MAJOR CONTOUR
---	FUTURE MINOR CONTOUR
---	FUTURE MAJOR CONTOUR
---	FLOW LINE ELEVATION
---	FINISHED GRADE ELEVATION
---	MATCH ELEVATION
---	SEWALK ELEVATION
---	EMERGENCY OVERFLOW ELEVATION
---	TOP OF CURB ELEVATION
---	TOP OF WALL ELEVATION
---	BOTTOM OF WALL ELEVATION (AT GRADE)
---	HIGH POINT SPOT ELEVATION
---	LOW POINT SPOT ELEVATION
---	STRUCTURE SPOT ELEVATION
---	SURFACE GRADE & FLOW DIRECTION
---	SURFACE SLOPE (H/V) & FLOW DIRECTION
---	STORM SEWER
---	SANITARY SEWER
---	WATERMAIN
---	STORM MANHOLE
---	STORM CATCH BASIN
---	SANITARY MANHOLE
---	HYDRANT
---	GATE VALVE

NOTES

- SEE SHEET 0402 FOR ADDITIONAL PROJECT NOTES.
- SEE SHEET 0401 FOR CONSTRUCTION DETAILS.
- EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON INTERPOLATED POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTION ACTIVITY AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. ENGINEER IS NOT RESPONSIBLE FOR REWORK OF AN UNCOMMUNICATED DISCREPANCY.
- STORM STRUCTURES SHOWN IN CURBLINE ARE CENTERED ON FACE OF CURB. CONTRACTOR TO PLACE STRUCTURE TO ALLOW FOR PROPER ALIGNMENT OF CURB AND CURB BOX. VERIFY SURVEY STAKES PRIOR TO PLACING STRUCTURE IN FIELD.
- COORDINATE TURN LANE CONSTRUCTION WITH ADJACENT SITE CONSTRUCTION. SEE RLB APARTMENTS PLANS BY WENCK ASSOCIATES.
- COORDINATE TURN LANE CONSTRUCTION WITH COUNTY DUE TO FUTURE MILL AND OVERLAY PLANNED FOR CSW 32.



7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-434-8800
FAX: 763-434-7338
WWW.WENCK.COM

CLIENT:
DORAN
COMPANIES

RLB TURN LANE
CSAH 32/PENN AVENUE
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE	ISSUE NO.	DATE	DESCRIPTION
RLB TURN LANE	0	01/09/2021	FOR CONSTRUCTION

CERTIFICATION:
I HEREBY CERTIFY THAT THE PLAN, SPECIFICATIONS, AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DANIEL J. LANDREAU
ENGINEER NO. 55169

DATE: 01/09/2021

PROJECT NO.: 5806-19-003

DRAWN BY: JTP
CHECKED BY: JRA
APPROVED BY: DML

ISSUE DATE: 01/09/2021

ISSUE NO.: 0

SHEET TITLE:
GRADING AND DRAINAGE PLAN

SHEET NO.:
C-301



Technical drawing of a curb box casting for a catch basin. The drawing includes three views: TOP VIEW, FRONT VIEW, and SECTION A-A. Dimensions are given in inches.

TOP VIEW: Shows a rectangular casting with overall dimensions of 2' 0" x 3' 0". It features a 1/2" LUG DETAIL on the left and a 1/2" LUG DETAIL on the right. The width is 3' 0" and the height is 1' 0".

FRONT VIEW: Shows the casting with a 1/2" LUG DETAIL on the left and a 1/2" LUG DETAIL on the right. The width is 2' 0" and the height is 1' 0".

SECTION A-A: Shows a cross-section of the casting. It includes a 1/2" LUG DETAIL on the left and a 1/2" LUG DETAIL on the right. The width is 2' 0" and the height is 1' 0".

NOTES:

- USE 304 PALLETS UNLESS OTHERWISE NOTED.
- USE POLYURETHANE FOR REGULATION OF EXCESS MOISTURE.
- EXTRACTED FROM 1000 SPECIFICATION.

CURB BOX CASTING NO. 424
APPROXIMATE WEIGHT - 50 LBS.

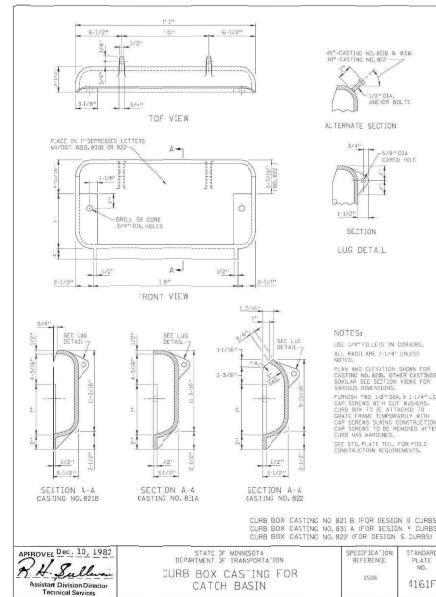
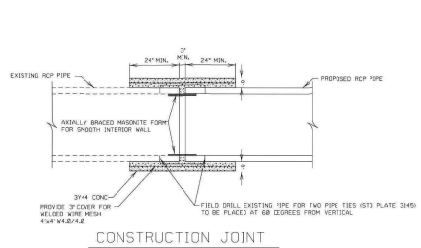
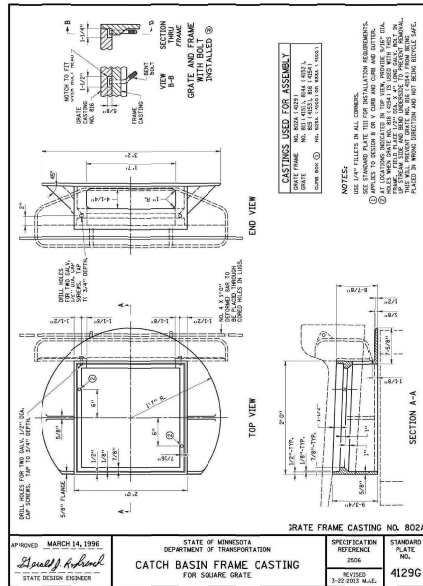
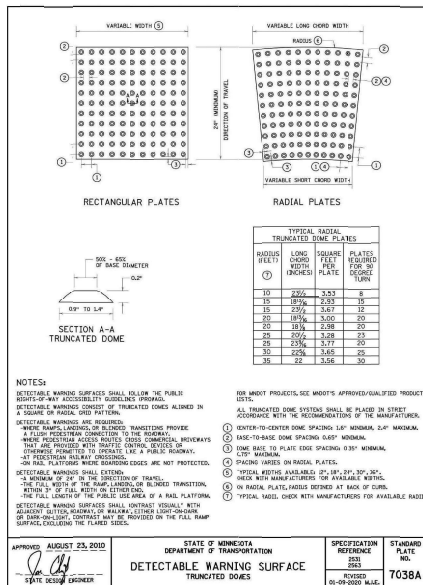
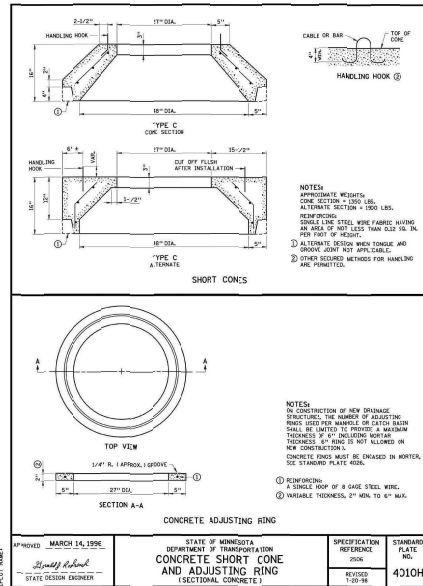
APPROVED: R.H. Sullivan, Assistant Division Director, dated 11/15/82.

DESIGNED BY: 11/15/82, DIVISION OF MINNESOTA DEPARTMENT OF TRANSPORTATION.

STANDARD: 413.32

REFERENCE: 1000

SECTION: CURB BOX CASTING FOR CATCH BASIN



Lund's Multifamily Stormwater BMP Operations and Maintenance Plan

September 2020

Below is a narrative describing the proposed maintenance activities to be performed on the storm water system at the Richfield Lund's Multifamily Apartment Project. The inspections, outlined below are the minimum inspection requirements and additional inspections should be performed as deemed necessary to ensure the system performance. After each inspection event is the recommended maintenance activities to be performed. This maintenance plan is intended to be a supplement the recommendations of the manufacturer of the underground system. It is recommended that the Owner review and perform maintenance and inspections per the recommendations of the manufacturer of the system in addition to the following:

- Annual Inspection (Inspection should be 48+ hours after most recent rainfall event to allow for draining).
 - Inspect rooftop area.
 - Remove any accumulated trash and debris.
 - Ensure rooftop drains are functioning and are free of any debris.
 - Inspect underground storage chambers.
 - Verify that storage chambers are functional and draining.
 - Perform routine inspection and maintenance per manufacturer's recommendations per the attached guidance document.
 - Inspect outlets
 - Verify that the outlet pipe from the storage chamber is functional and that there is not debris blocking the outlet pipe. Remove debris as needed to restore design functionality.
 - Inspect catch basins and manholes.
 - Verify that the catch basin inlet grates are functional and that there is not debris blocking flow. Remove debris as needed to restore design functionality.
- Inspect stormwater system after major rainfall events (greater than the 10-year event of approximately 4.25-inches in 24-hours). Inspection should be 48+ hours after most recent rainfall event to allow for draining.
 - Inspect underground storage chambers.
 - Verify that storage chambers are functional.
 - Inspect outlets
 - Verify that the outlet pipe from the storage chamber is functional and that there is not debris blocking the outlet pipe. Remove debris as needed to restore design functionality.
 - Inspect catch basins and manholes.
 - Verify that the catch basin inlet grates are functional and that there is not debris blocking flow. Remove debris as needed to restore design functionality.

Water Quality Sampling

As part of the initial operations of the underground stormwater infiltration system, water quality sampling of the rooftop runoff will be provided. The sampling will occur via four tests during months with temperatures above freezing with the first samples being taken in the spring after construction/opening and after the initial snowmelt. Sampling periods will target March/April, May/June, July/Aug, and Oct/Nov months. Sampling will occur after a significant rainfall event 0.5" – 1.0". Samples will be taken from the inspection port of the underground system after runoff has exited the pretreatment row. Upon receiving the lab results of each sample event, the Owner will compile a formal submittal of the data to the City and analyze results in comparison to drinking water standards. After four sampling events with no significant pollutant risk, sampling would cease unless additional data is required.

The pollutant parameters to be tested for are Nitrate, Ammonia, Cadmium, Copper, Lead, and Zinc.

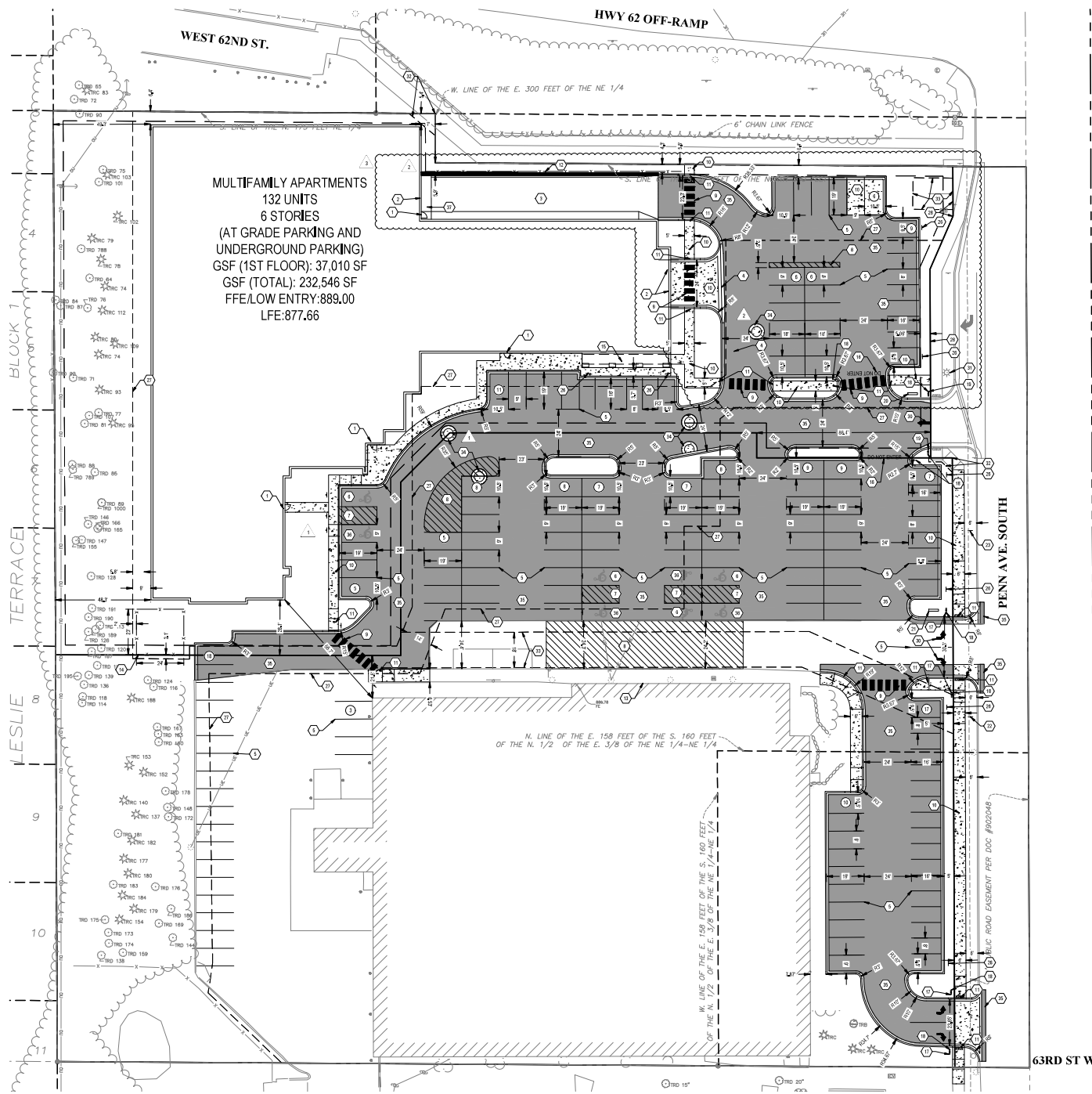
EXHIBIT C

Public Areas

Civil Plans prepared by Wenck, dated January 12th, 2021.

Specific plan sheets outlined below:

- Sheet No. C-101 Site Plan
- Sheet No. C-601 Parking Plan
- Sheet No. C-802, C-803 Details
- Sheet No. L-101 Landscape Plan
- Sheet No. L-801 Landscape Notes and Details
- Sheet No. C-101 (TURN LANE) Site Plan
- Sheet No. C-801 (TURN LANE) Details



SITE ANALYSIS TABLE			
ADDRESS	6200 PENN AVE S, RICHFIELD, MN 55423		
EXISTING ZONING	MU-CAPAC WITH PERM OVERLAY		
PROPOSED ZONING	MU-CAPAC WITH PERM OVERLAY		
PROPOSED USE	MULTIFAMILY RESIDENTIAL		
LOT AREA SUMMARY			
LOT NUMBER	TOTAL AREA (AC)	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)
EXISTING PARCELS (SUMMARY)	530	3.36	1.36
PROPOSED PARCEL 1	201	1.44	0.55
MULTIFAMILY RESIDENTIAL			
PROPOSED PARCEL 2	287	2.34	0.51
LIQUOR/GROCERY			
COMBINED PARCELS (TOTAL)	488	3.88	1.06
PROPOSED USE 3 (PENN AVE ROW)	042	0.37	0.05
BUILDING SUMMARY			
LOT NUMBER	BUILDING FOOTPRINT (SF)	GROSS FLOOR AREA (SF)	# OF STORIES
PROPOSED USE 1	36564	219,384	6
MULTIFAMILY RESIDENTIAL			
PROPOSED USE 2	41,728	40,221	1
LIQUOR/GROCERY			
PARKING SUMMARY			
TOTAL PARKING	REQUIRED	PROPOSED	
MULTIFAMILY RES. BREAKDOWN		43 SURFACE STALLS	216 UNDERGROUND STALLS
MULTIFAMILY RESIDENTIAL	160 (130 UNITS)		216 STALLS (TOTAL)
LIQUOR/GROCERY	16' STALLS (40,331 GFA)		10' STALLS
SURFACE ACCESSIBLE PARKING	REQUIRED	PROPOSED	
MULTIFAMILY RESIDENTIAL	2	2	
LIQUOR/GROCERY	5	6	
GREENSPACE SUMMARY			
CODEREQUIREMENT	LOT 1 PROPOSED	LOT 2 PROPOSED	TOTAL
IMPERVIOUS AREA (INCL. BLDGS)	39% MAX	22%	27.5%
PERVIOUS AREA	20% MIN	27.4%	18.5%
BUILDING AREA	25.50%	41.7%	33.4%
SETBACK SUMMARY			
FRONT	REQUIRED	LOT 1 PROPOSED	
20' MAX, 10' MIN		131'	
REAR	5'	5'	
SIDE	5'	5'	
NOTES			
1. MULTIFAMILY RESIDENTIAL USE IN MU-CAPAC ZONE REQUIRES 125 PARKING STALLS PER UNIT			
2. COMMERCIAL RETAIL USE IN MU-CAPAC ZONE REQUIRES 4 PARKING STALLS PER 1000 SF			

LEGEND

PROPERTY BOUNDARY	
LOT LINE	
EASEMENT LINE	
SETBACK LINE	
RIGHT OF WAY LINE	
EASEMENT PROPERTY LINE	
EASEMENT PROPERTY LINE	
CURB AND GUTTER	
CONCRETE PAVEMENT-SEE SHEET 0401	
PROPOSED PARKING COUNT	
POST	
BOLLARD	

NOTES

- SEE SHEET 0400 FOR ADDITIONAL PROJECT NOTES.
- SEE SHEET 0401 FOR PARKING PLAN.
- RECEIVED ALL NEIGHBORING TOLLING AND BYELYS MOUNTED 1000+ COORDINATE WITH OWNER ON PLACEMENT.
- STANDARD PARKING STALLS ARE 8'x12'. WITH BOLLARD STALLS THAT ARE 12'x12'. COMPACT PARKING STALLS ARE 6'x12'. WITH BOLLARD STALLS THAT ARE 12'x12'. COORDINATE WITH OWNER ON PLACEMENT.
- CONSTRUCTION OF ADJACENT TURN LANE CONSTRUCTION. SEE PLAT TURN LANE PLANS BY WENCK ASSOCIATES.

KEYNOTES

- DOOR LOCATION/STRUCTURAL STALL, SEE ARCHITECTURAL/STRUCTURAL PLANS.
- GARAGE ENTRANCE-SEE ARCHITECTURAL PLANS.
- RAMP TO GARAGE ENTRANCE-SEE ARCHITECTURAL/STRUCTURAL PLANS.
- CONCRETE VALLEY GUTTER-SEE DETAIL 100402.
- PAINT SYMBOLS-SEE DETAIL 100402.
- ACCESSIBLE STALL-SEE DETAIL 100401 AND 100402.
- ACCESSIBLE STALL-SEE DETAIL 100401 AND 100402.
- ACCESSIBLE STALL-SEE DETAIL 100401 AND 100402.
- ACCESSIBLE STALL-SEE DETAIL 100401 AND 100402.
- CONCRETE PAVEMENT-SEE SHEET 0401.
- ADA RAMP-SEE SHEET 0401 FOR DETAIL 100402.
- FENCE-SEE ARCHITECTURAL PLANS FOR DETAIL.
- 10' (TYP) SPACING BETWEEN PARKING SPACES TO REMAIN.
- DOOR RAMP/FENCE-SEE ARCHITECTURAL PLANS FOR DETAIL.
- RECEIVED ACCESS THROUGH BUILDING-SEE ARCHITECTURAL/STRUCTURAL PLANS.
- DO NOT ENTER-SEE DETAIL 100402.
- DO NOT ENTER-SEE DETAIL 100402.
- DO NOT ENTER-SEE DETAIL 100402.
- ENTRANCE ONLY-SEE DETAIL 100402.
- LANDS AND BYELYS ENTER MONUMENT BOLLARD COORDINATE WITH OWNER ON EXACT LOCATION.
- LANDS AND BYELYS ENTER MONUMENT BOLLARD COORDINATE WITH OWNER ON EXACT LOCATION.
- NO PARKING-SEE DETAIL 100401 AND 100402.
- SPEED LIMIT-SEE DETAIL 100401 AND 100402.
- NO PARKING-SEE DETAIL 100401 AND 100402.
- UTD 2ND AND 3RD FLOOR STALLS-SEE DETAIL 100401 AND 100402.
- COMPACT STALL-SEE DETAIL 100401 AND 100402.
- STORMWATER EASEMENT (TYPE 2).
- PROPERTY LINE (TYPE 2).
- BLANK SETBACK-SEE DETAIL 100401.
- PAINTED ARROW-SEE DETAIL 100401.
- SALVAGED BOLLARD COORDINATE WITH OWNER ON EXACT LOCATION.
- PURPOSE ACCESS EASEMENT.
- PAINTED ACCESS EASEMENT.
- CONCRETE COLUMNS-SEE SHEET 0401.
- CONCRETE PAVEMENT-SEE SHEET 0401.
- VARIOUS ACCESSIBLE STALLS-SEE DETAIL 100401 AND 100402.
- TRENCH DRAIN, SHOWN SCHEMATICALLY, SEE SHEET 0401 AND DETAIL 100401.
- PAINTED RIGHT TURN ARROW, UNDOT PARKING 7248-SEE DETAIL 100401.

DORAN COMPANIES
700 OLIVER STREET, SUITE 100
MINNEAPOLIS, MN 55402
PHONE: 612.338.1000
FAX: 612.338.1001

WENCK
700 OLIVER STREET, SUITE 100
MINNEAPOLIS, MN 55402
PHONE: 612.338.1000
FAX: 612.338.1001

ISSUE RECORD

No.	Description	Date
0	FOR CONSTRUCTION	07/20/20
1	FOR SET & PROP CHG	08/03/20
2	FOR CORRECTION	10/03/20
3	FOR SET	01/13/21

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

Daniel M. Lavender
DANIEL M. LAVENDER
LICENSE NO. 57418

DATE: 01/22/2021

Richfield Lunds & Byerlys Apartments

6200 Penn Ave S.
Richfield, MN 55423

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL UTILITIES. IF THEY SHALL COORDINATE WITH ALL UTILITIES COMPANIES AND THAT THEY SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL CONTACT Gopher State One Call AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES. CABLES, CONDUITS, PIPES, MANHOLES, AND OTHER UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOT REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT HIS OWN COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TOLL FREE AREA 854-64002
TOLL FREE 1-800-453-1888

PROJECT NUMBER: 5400-0003
DATE: 01/12/2021
WEEK: 3

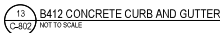
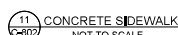
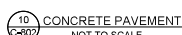
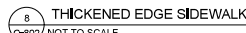
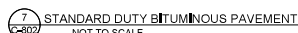
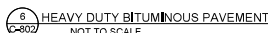
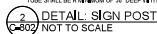
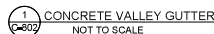
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CHECKED BY: JRA
APPROVED BY: CML

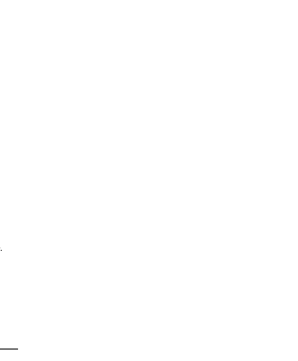
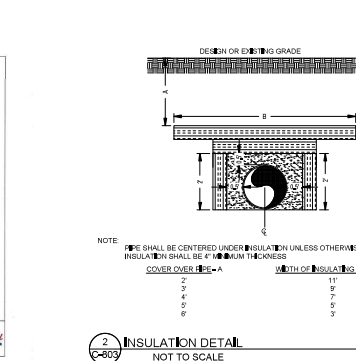
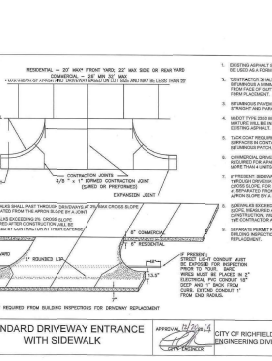
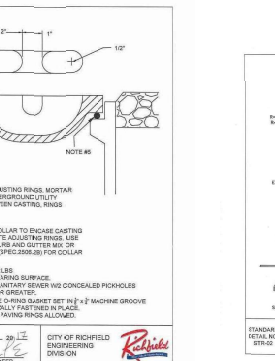
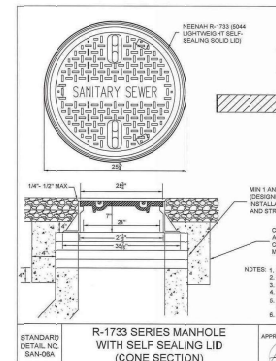
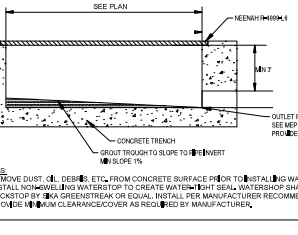
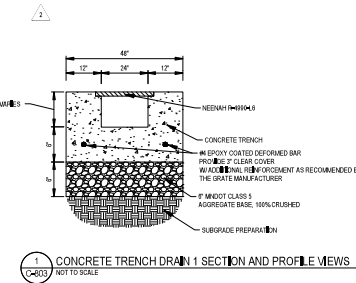
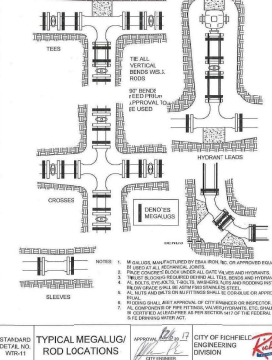
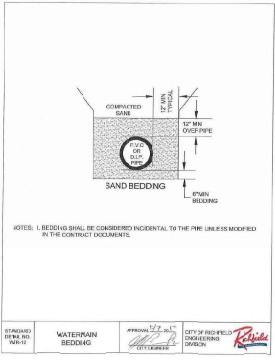
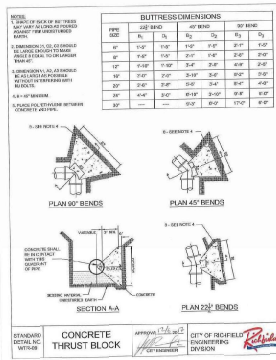
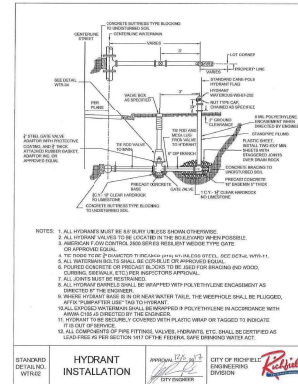
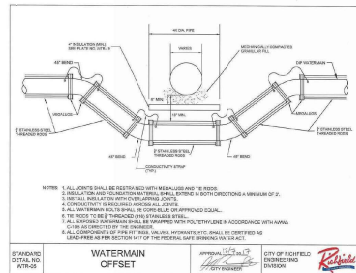
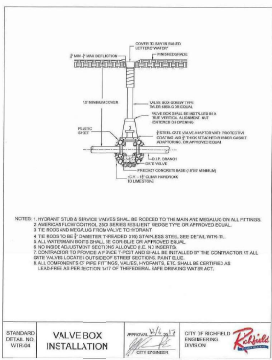
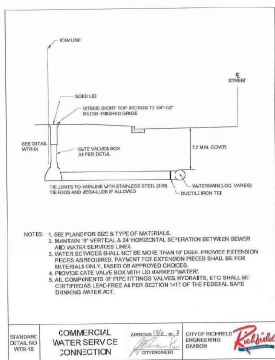
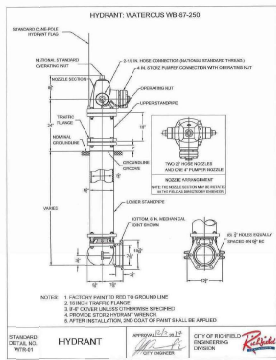
PREPARED FOR:
LUND REAL ESTATE HOLDINGS, LLC.

SITE PLAN

C-101

PLAT DATE: 11/23/2021 10:55 AM





7500 OLIVER STREET, SUITE 100
MINNEAPOLIS, MN 55423
PHONE: 763-424-1100
FAX: 763-424-1101

7500 OLIVER STREET, SUITE 100
MINNEAPOLIS, MN 55423
PHONE: 763-424-1100
FAX: 763-424-1101

ISSUE RECORD

No.	Description	Date
0	FOR CONSTRUCTION	07/13/20
1	FOR ERM & PROP CHG	09/03/20
2	FOR ERM & PROP CHG	10/03/20
3	FOR ERM & PROP CHG	01/13/21

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

DAVID M. LAVENDER

LICENSE NO. 57418

DATE: 01/12/2021

PROJECT: Richfield Lunds & Byerlys Apartments

LOCATION: 6200 Penn Ave S., Richfield, MN 55423

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.

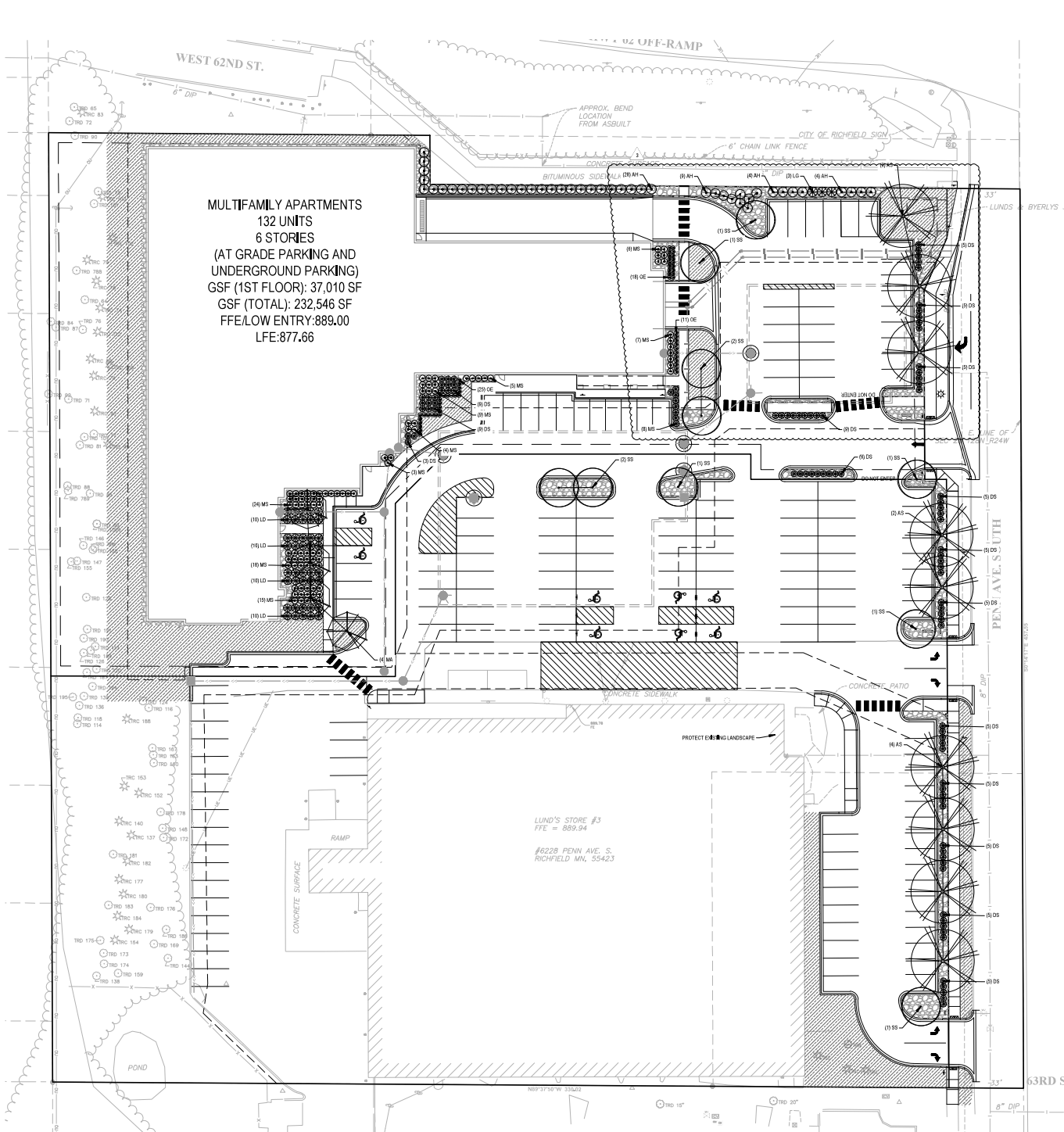
THE CONTRACTOR SHALL CONTRACT Gopher State One Call.

PROJECT NUMBER: 5400-0003
DATE: 01/12/2021
DRAWN BY: JTP
CHECKED BY: JRA
APPROVED BY: DML

PREPARED FOR: LUND REAL ESTATE HOLDINGS, LLC.

SHEET NUMBER: C-803

PRINT DATE: 1/12/2021 10:56 AM



MULTIFAMILY APARTMENTS
132 UNITS
6 STORIES
(AT GRADE PARKING AND
UNDERGROUND PARKING)
GSF (1ST FLOOR): 37,010 SF
GSF (TOTAL): 232,546 SF
FFEL/LOW ENTRY: 889.00
LFE: 877.66

LUND'S STORE #3
FTE = 889.94
#6228 PENN AVE. S.
RICHFIELD, MN, 55423

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EASING EASEMENT LINE
- EASING PROPERTY LINE
- DECIDUOUS TREE
- ORNAMENTAL TREE
- CONSPICUOUS TREE
- SHRUB/PERENNIAL PLANT
- ROCK MULCH 12" x 2" OVER ROCK
- MINI DOT SEED 1/4" x 3/8" LOW MAINTENANCE TURF

THE CITY OF RICHFIELD REQUIRES 1 TREE PER 2000 SQUARE FEET AND 1 SHRUB PER 3000 SQUARE FEET OF DEVELOPABLE AREA ON THE PROJECT SITE.

Lot Area	211,574
Total Impervious Area	109,607
Total Remaining Existing Trees	84
Treeing Trees Required (1 per 2000 sq ft)	326
Street Frontage Trees (250)	31
Total Trees	326
Site Shrubs Required (211,574 Area/3000 FT ²)	214
Street Frontage Shrubs (250)	55
Total Shrubs	269

PLANTING SCHEDULE:

QTY	SYMBOL	COMMON NAME	LATIN NAME	HEIGHT	WIDTH	SPACING	SIZE
9	AS	AUTUMN FEST MAPLE	ACER SACCHARINUM 'SP. RWB'	30'	30'	PER PLAN	2 1/2" B&B
10	SS	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	30'	30'	PER PLAN	2 1/2" B&B
4	BA	SHOWY MOUNTAIN YSH	SORBUS DECORA	25'	20'	PER PLAN	2 1/2" B&B
23		TOTAL TREES					
99	MS	MINIATURE SNOWFLAKE MOCKORANGE	PHILADELPHUS 'MINIATURE SNOWFLAKE'	4'	3'	PER PLAN	#2 POT
97	DS	COOL SPLASH BUSH HONEYUCKLE	DIERVILLA SESSILIFOLIA 'SPICODARAS'	4'	4'	PER PLAN	#2 POT
54	OE	OSO RAY PAPEROSA ROSE	ROSA 'CHERRAMANT'	3'	3'	PER PLAN	#2 POT
43	AH	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS 'ANNABELLE'	5'	5'	PER PLAN	#5 POT
3	LG	LITTLE GIANT ARROWWIDGE	THUJA OCCIDENTALIS 'LITTLE GIANT'	5'	5'	PER PLAN	#5 POT
40	LD	LITTLE DODGE NINEBARK	PAIRYCARPUS OBLONGUS 'DODGE NINEBARK'	4'	4'	PER PLAN	#3 POT
336		TOTAL SHRUBS					

NOTE: ALL SOIL AND LANDSCAPE BEDS TO BE INSTALLED.

DORAN COMPANIES
700 OLD HENRY RD. SUITE 100
MINNEAPOLIS, MN 55415
PHONE: 763-444-1111
FAX: 763-444-1112

WENCK
700 OLD HENRY RD. SUITE 100
MINNEAPOLIS, MN 55415
PHONE: 763-444-1111
FAX: 763-444-1112

ISSUE RECORD

No.	Description	Date
0	FOR CONSTRUCTION	07/20/20
1	US STM & PROP CHG	09/03/20
2	MEP COORDINATE	10/03/20
3	CS-01	01/12/21

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, AND/OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

KENNETH P. PETER
LICENSE NO. #5100

DATE: 01/12/2021

PROJECT
Richfield Lunds & Byerlys Apartments

LOCATION
6200 Penn Ave S.
Richfield, MN 55423

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES COMPANIES TO LOCATE ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL CONTACT Gopher State One Call AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL PROTECT ALL UTILITIES, CABLES, CONDUITS, AND STRUCTURES BEFORE ANY CONSTRUCTION. THE CONTRACTOR SHALL NOT REMOVE OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL

PROJECT NUMBER
5400-1003

DATE
01/12/2021

WEEK
3

DESIGNED BY
JRN

CHECKED BY
SUB

APPROVED BY
KWP

PREPARED FOR
LUND REAL ESTATE HOLDINGS, LLC.

SHEET NUMBER
LANDSCAPE PLAN

SHEET NUMBER
L-101

PLOT DATE: 1/12/2021 10:57 AM

[illegible]

EDGE RESTRAINT BETWEEN PLANT AND BEDS AND TURF SHALL BE BLACK COMBLINE GRADE LANDSCAPE EDGING BY COMBET OR APPROVED EQUIV. 5' GUAGE STEPS.

7. **SEEDING:** SEEDING SHALL BE PERFORMED BY THE CONTRACTOR AFTER THE MILLING OF THE APPROVAL OF THE OWNER, AND COMBLINE DATE. THE DATE THE OWNER PERFORMS A FINAL INSPECTION OF THE SEEDING SHALL BE THE DATE OF SEEDING.

8. **SEEDING:** THE ESTABLISHMENT PERIOD FOR GOODER AREAS IS ONE YEAR.

9. **SOIL SHALL CONFORM TO APPROVED SPECIFICATIONS:** THE SOILS SPECIFICATIONS COMPOSITION SHALL BE AS FOLLOWS:

10. **SEEDING:** SEED SHALL BE AGRICULTURAL SEEDS OF THE FOLLOWING SPECIFICATIONS:

11. **SEEDING:** SEED SHALL BE NON-TOXIC TO AESTHETICALLY PLEASING TURF.

12. **SEEDING:** SEED SHALL HAVE A FERTILITY ANALYSIS DETERMINED BY THE RESULTS OF A SOIL TEST.

13. **SEEDING:** SEED SHALL BE PACKAGED IN A MANNER THAT PREVENTS THE SEED FROM BEING EXPOSED TO THE ELEMENTS.

14. **SEEDING:** SEED SHALL BE SALVAGED, TOPSOIL SHALL BE SCREENED, PLANTED AND CONTINUED LESS THAN 10%.

15. **SEEDING:** TOPSOIL SHALL BE PLACED IN BEDS AND AREAS.

16. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

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90. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

91. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

92. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

93. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

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96. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

97. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

98. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

99. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

100. **SEEDING:** SEED SHALL BE PLACED IN BEDS AND AREAS.

1. LANDSCAPE WORK WILL BE INSPECTED FOR ACCEPTANCE IN PARTS AGREEABLE TO THE OWNER, PROVIDED WORK OFFERED FOR INSPECTION IS COMPLETE, INCLUDING MAINTENANCE, FOR THE PROJECT'S QUESTIONS.

2. AT THE CONCLUSION OF THE ESTABLISHMENT PERIOD, WHICH WILL BE ONE YEAR FOLLOWING FINAL INSTALLATION, A FINAL INSPECTION OF PLANTING WILL BE MADE TO DETERMINE THE CONDITIONS OF AREAS SPECIFIED FOR LANDSCAPING.

3. WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE COMPLIANT WITH PROJECT'S QUESTIONS.

[illegible]

7. WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REFUSE, REJECT WORK AND CONTACT SPECIFIC MAINTENANCE PERSONNEL REQUESTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.

8. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING.

9. MAINTAIN TREES AND BUSHES INCLUDING WATERING FOR ONE YEAR AFTER ACCEPTANCE BY OWNER. IT IS CONTRACTOR'S RESPONSIBILITY FOR COORDINATE WATERING.

10. TO PRUNE, REMOVE CLIPPINGS AND DEAD OR BROKEN BRANCHES, AND TREAT PRUNED AREAS AND OTHER WOUNDS.

11. IF THE CONTRACTOR'S OPINION WHETHER OR NOT TO STAKE TREES, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN AN UPRIGHT POSITION THROUGHOUT THE ONE-YEAR GUARANTEE PERIOD.

[illegible]

THE SYSTEM CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- 1. COORDINATE WITH ALL OTHER TRADES.
- 2. DETERMINE LOCATION OF AN EXISTING SYSTEM FOR THE LOCATION OF THE AREA TO BE RELOCATED OR REMOVED ON THE BASIS OF THE PROJECT REQUIREMENTS, THE EXISTING SYSTEM LOCATION OF HEADS, ZONES, AND CONTROL SYSTEMS, DESIGN SHALL PROCEED AND OVERSEER ON SITE WALKS.
- 3. OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE ENGINEER AND OWNER FOR REVIEW AND APPROVAL PRIOR TO PURCHASING ANY MATERIALS.
- 4. OBTAIN MATERIALS NECESSARY TO INSTALL A NEW SYSTEM AS SHOWN AS GENERAL ON THE DRAWINGS AND BE RESPONSIBLE FOR THE RESPONSE FOR FAILURE AND/OR DAMAGE TO THE EXISTING SYSTEM CONTROL SYSTEM ALONG WITH ANY CONNECTIONS MADE TO THE WATER MAINS.

TESTING OF THE COMPLETE RELOCATED SYSTEM.

- 1. STARTUP AND ADJUSTMENT OF THE SYSTEM.
- 2. CHECK OPERATING LIMITS AND SET POINTS, RECORD DATA AND SUBMIT OPERATING DATA AND TENDENCY MATERIAL FOR ALL COMPONENTS.

2. THE CONTRACTOR SHALL TAKE OUT ALL REQUIRED PERMITS, ARRANGE FOR ALL NECESSARY INSPECTION, AND PAY ANY FEES AND EXPENSES IN CONJUNCTION WITH THE SAME AS PART OF THE WORK UNDER THIS CONTRACT.

1. ALL WORK AND MATERIALS TO BE IN FULL ACCORDANCE WITH LATEST RULES AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL SAFETY, THE UNIVERSAL PLUMBING CODE, NATIONAL ELECTRIC CODE, AMERICAN WIRE CODES, AND OTHER APPLICABLE LAWS OR REGULATIONS.

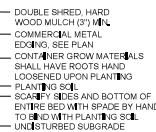
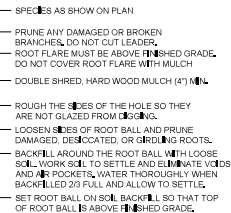
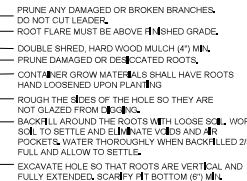
2. NOTHING IN THESE DRAWINGS OR SPECIFICATIONS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

3. FINISH WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR AS REQUIRED TO COMPLY WITH THESE RULES AND REGULATIONS, THOUGH THE WORKS NOT MENTIONED IN THESE PARTICULAR CONSTRUCTION DOCUMENTS.

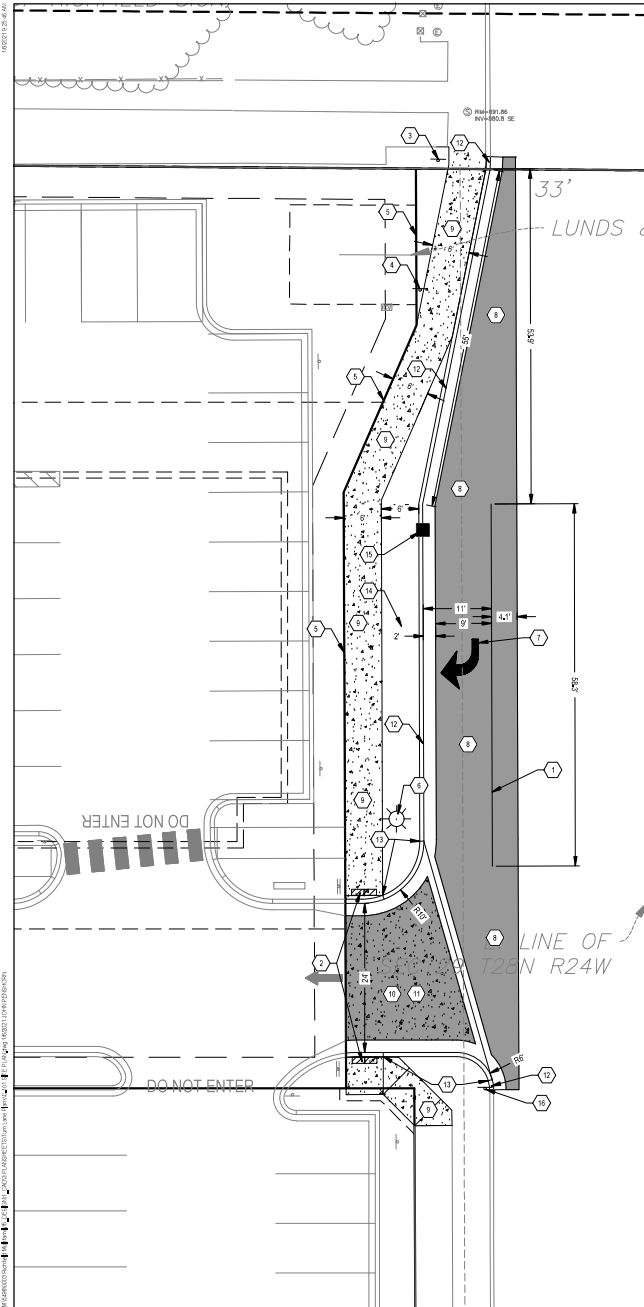
2. BECOME ACQUAINTED WITH ALL SITE CONDITIONS, LOCATE EXISTING UTILITIES AND EQUIPMENT TO REMOVE. SHOULD UTILITIES OR OTHER WORK NOT SHOWN ON THE DRAWINGS BE FOUND DURING EXCAVATIONS, PROMPTLY NOTIFY ENGINEER. FAILURE TO DO SO WILL MAKE CONTRACTOR LIABLE FOR ANY AND ALL DAMAGE ARISING FROM OPERATIONS SUBSEQUENT TO RECOVERY OF SUCH UTILITIES NOT SHOWN ON DRAWINGS.

3. TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING SITE CONDITIONS, REPAIR ANY DAMAGED ITEM TO ITS ORIGINAL CONDITION OR FURNISH AND INSTALL EQUIVALENT REPLACEMENT AT NO ADDITIONAL

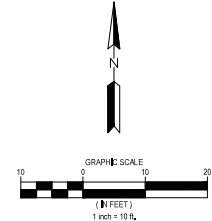
1. SCHEDULE AND COORDINATE WORK WITH OTHER TRADES TO FACILITATE WORK AND AVOID CONFLICTS IN CONSTRUCTION SEQUENCE AND EQUIPMENT INSTALLATION.
2. REVIEW ENTIRE PLAN SET AND COORDINATE WITH OTHER TRADES AS REQUIRED BY SEQUENCE OF CONSTRUCTION TO ENSURE PROTECTION OF MECHANICAL AND ELECTRICAL CONDUIT STUD-OUTS AT ALL REQUIRED LOCATIONS.



PLOT DATE: 1/12/2021 10:57 AM



PENN AVE. SOUTH



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- B624 CURB AND GUTTER
- BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- SIGN POST

NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.
- COORDINATE TURN LANE CONSTRUCTION WITH ADJACENT SITE CONSTRUCTION. SEE RLB APARTMENTS PLANS BY WENCK ASSOCIATES.
- COORDINATE TURN LANE CONSTRUCTION WITH COUNTY DUE TO FUTURE MILL AND OVERLAY PLANNED FOR CSAH 32.

KEYNOTES

- 4" SOLID WHITE PAINT STRIPE (TYP.) - SEE DETAIL 40C-01
- ADA RAMP - SEE SHEET C-001 FOR DETAILED GRADING
- SNOW REMOVAL/BUCKLE UP SIGN - COORDINATE WITH CITY ON EXACT LOCATION
- CTRD 32ND PARKING BUS STOP SIGN - COORDINATE WITH COUNTY ON EXACT LOCATION
- PROPERTY LINE (TYP.)
- SALVAGED LIGHT POLE - COORDINATE WITH OWNER ON EXACT LOCATION
- THERMOPLASTIC RIGHT TURN ARROW, MIN DOT PMA/R 7208 - SEE DETAIL S-40C-01 AND PMA/R 60C-02
- HEAVY DUTY BITUMINOUS PAVEMENT (TYP.) - SEE DETAIL 10C-01
- CONCRETE SIDEWALK (TYP.) - SEE DETAIL 30C-01
- CONCRETE PAVEMENT (TYP.) - SEE DETAIL 20C-01
- CONCRETE DRIVEWAY ENTRANCE - SEE STANDARD DETAIL NO. STR-40C-01
- B624 CURB AND GUTTER - SEE DETAIL 710H-C-02
- CURB HEIGHT TRANSITION - SEE SHEET C-001 FOR DETAILED GRADING
- RIGHT TURN LANE MUST TURN RIGHT SIGN (MUTCD R-2-7R) - SEE DETAIL 50C-01
- CATCH BASIN - SEE SHEET C-002
- SNOW PLOW MARKER (MUTCD X-4-5) - SEE DETAIL 51C-01

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 888-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE BEGINNING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-925-1168



7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-434-8800
FAX: 763-434-7358
WWW.WENCK.COM

CLIENT:

DORAN
COMPANIES

RLB TURN LANE
CSAH 32/PENN AVENUE
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

DATE	DESCRIPTION	ISSUE NO.
01/09/2021	POST CONSTRUCTION	0

CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 01/09/2021
LICENSE NO.: 51618

PROJECT NO.: 5886-15-003

DRAWN BY: JTP
CHECKED BY: JRA
APPROVED BY: DM

ISSUE DATE: 01/09/2021
ISSUE NO.: 0

SHEET TITLE: SITE PLAN

SHEET NO.: C-101

Exhibit D
6822 Penn Avenue South – Lund's Apartments
Public Area Improvements

Public Area Feature	Ownership	Construction and Installation Responsibility	Maintenance, Repair, Replacement Responsibility	Responsible for the Cost of Operation & Maintenance	Inspection & Maintenance Cycle
Public Sidewalk/Trail	City	Developer	City	City	Annually
Public Sidewalk/Trail Snow Removal	City	N/A	See Paragraph 7	See Paragraph 7	As needed
Landscaping	Developer	Developer	Developer	Developer	As needed
Private Irrigation	Developer	Developer	Developer/Lot 1 Owner	Developer	As needed
Public Utilities (Storm, Sewer, Water)	City	Developer	City	City	As needed
Stormwater Improvements (Underground Retention system)	Developer	Developer	Developer	Developer	Per the Operations and Maintenance Plan in Exhibit B
Pedestrian Sidewalk Lighting on Penn Avenue	City	Developer	City	City	As needed



STAFF REPORT NO. 30
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Kate Aitchison, Housing Specialist

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
2/16/2022

OTHER DEPARTMENT REVIEW:

CITYMANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider a resolution specifying the use of funds from the Urban Hennepin County Community Development Block Grant allocation for 2022 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

EXECUTIVE SUMMARY:

Community Development Block Grant (CDBG) funding is annually awarded to Hennepin County (County) on a formula basis from the Department of Housing and Urban Development (HUD). The County, in turn, allocates a portion of these funds to the City of Richfield to address local needs relating to affordable housing, community development, and public services.

Staff is proposing to use the City's 2022 direct allocation of an estimated \$202,000 to fund the Housing and Redevelopment Authority's (HRA) Deferred Loan Rehabilitation Program and New Home Program:

- The HRA's Deferred Loan Program provides a critical source of funds for people with limited incomes to rehabilitate their homes. There are currently 74 people on the waiting list for these funds, so \$182,000 is allocated for this program.
- Through the New Home Program, the HRA works with non-profit developers to create long-term, affordable homeownership opportunities. The proposed 2022 allocation of \$20,000 would be combined with \$80,000 in 2021 funds to purchase and rehabilitate one home through the West Hennepin Affordable Housing land trust, which sells the home to an income-qualified buyer and ensures long-term affordability.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Adopt a resolution authorizing the use of funds for the 2022 Urban Hennepin County Community Development Block Grant Program and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In the past, CDBG funding has been used for a variety of purposes and projects, including First Time Homebuyer loans, streetscape improvements, and the acquisition of blighted property.

Staff is constantly evaluating the best use for these funds, and proposes to use them in familiar program areas for the 2022 funding cycle.

- \$182,000 of the 2022 CDBG funds are proposed to be allocated to the Housing and Redevelopment Authority (HRA) for the Deferred Loan Program (Program):
 - The Program provides no interest, 30-year loans of up to \$30,000 to low-income homeowners to address health, safety, and property maintenance needs.
 - This Program has been in existence since 1984 and is administered for the City by Hennepin County.
 - In the past year, 7 loans were completed and 6 loans were started, 74 households are currently on the waiting list for the Program.
 - Additional funding for loans is available through loan repayments (i.e., when a property is sold).
- \$20,000 is proposed to be allocated to the HRA's New Home Program for acquisition and rehabilitation of a single family home:
 - These funds will go towards the purchase and rehabilitation of an existing home with a non-profit developer for affordable housing. The newly constructed or rehabilitated property would be sold to a household earning 80 percent of the area median income or less (\$83,920 for a family of four).
 - These funds may be combined with existing 2021 CDBG funds for a total amount of \$100,000 towards this effort. The 2021 funding must be expended by December 31, 2022.
- On November 15, 2021, the HRA allocated \$640,000 to the City's Affordable Housing Trust Fund to be used for affordable homeownership opportunities, including down payment assistance through the HRA's First Time Homebuyer Program. Given this

homeownership opportunities, including down payment assistance through the HRA's first time homebuyer Program. Given this significant investment of funds by the HRA, CDBG funds are not needed to fund this program in 2022.

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

All funded activities must meet one of three national objectives: benefiting low and moderate income persons, preventing or eliminating slums and/or blight, or meet an urgent need. In addition, activities must be consistent with priorities identified in the County's Five-Year Consolidated Plan. Those priorities include a variety of housing activities such as housing rehabilitation, preserving and creating homeownership opportunities, public services to maintain or increase self-sufficiency, and neighborhood revitalization activities.

C. CRITICAL TIMING ISSUES:

- The application for 2022 funds is due to Hennepin County by March 8, 2022.
- The 2022 federal fiscal year will begin on July 1, 2022.
- Funds must be spent by June 30, 2023. Six-month extensions may be granted on an as-needed basis.

D. FINANCIAL IMPACT:

- The City's estimated direct allocation for 2022 is \$202,000.
- In the event of a change in the final allocation, the amount allocated to the Deferred Loan Program will be adjusted accordingly.

E. LEGAL CONSIDERATION:

- A local public hearing must be held prior to submission of the 2022 application.
- Notice of the public hearing for the 2022 CDBG funding was published in the Richfield Sun Current on February 10, 2022.

ALTERNATIVE RECOMMENDATION(S):

Council may modify the amount of funds allocated to each project in a way that still meets funding guidelines.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter

RESOLUTION NO. ____

**RESOLUTION APPROVING PROPOSED USE OF 2022 URBAN HENNEPIN
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND
AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN
COUNTY AND ANY REQUIRED THIRD PARTY AGREEMENTS**

WHEREAS, the City of Richfield, Minnesota, through execution of a Joint Cooperation Agreement with Hennepin County, is participating in the Urban Hennepin County Community Development Block Grant (CDBG) Program; and

WHEREAS, the City of Richfield has developed a proposal for the use of 2022 CDBG funds made available to it; and

WHEREAS, the City held a public hearing on February 22, 2022 to obtain the views of citizens on local and Urban Hennepin County housing and community development needs and priorities for the City's proposed use of \$202,000 from the 2022 Urban Hennepin County CDBG Program; and

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

1. Approves the following projects for funding from the 2022 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Hennepin County.

Activity	Budget
1. Deferred Loan Rehabilitation Program	\$182,000
2. Single Family Acquisition and Rehabilitation	\$20,000
TOTAL CDBG ALLOCATION	\$202,000

2. That the Mayor and City Council hereby authorize and direct the execution of the Subrecipient Agreement with Hennepin County and any required Third Party Agreements on behalf of the City to implement the 2022 CDBG Program.
3. That should the final amount of FY 2022 CDBG available to the City be different from the preliminary amount provided to the City, the City Council hereby authorizes the City Manager to adjust the project budget of the Deferred Loan Rehabilitation Program to reflect an increase or decrease in funding.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of February, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk



STAFF REPORT NO. 31
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police
2/16/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the second reading of an ordinance amending Sections 921 and 925 of the Richfield City Code to update and incorporate previous open burning, fires, and incineration restrictions.

EXECUTIVE SUMMARY:

With the advent of organized hauling in Richfield, and the overhaul of Chapter 6 (Solid Waste, Collection and Hauling), there was a need to redirect pieces of the old solid waste ordinance into other sections of the city code. They are as follows:

- 1) Incorporating the burning restrictions language from the old Section 601.27 into Section 921 (open burning, fires and incineration restrictions).
- 2) Referencing the open burning restrictions language in Section 925 (nuisance code).
- 3) Referencing the incinerator restrictions language in Section 921 (open burning, fires, and incineration restrictions).

The first reading of this ordinance amendment was heard by the City Council on February 8, 2022.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an ordinance amending Sections 925 and 921 of the Richfield City Code as follows:

- 1) Incorporating the burning restrictions language from the old Section 601.27 into Section 921 (open burning, fires and incineration restrictions).
- 2) Referencing the open burning restrictions language in Section 925 (nuisance code).
- 3) Referencing the incinerator restrictions language in Section 921 (open burning, fires, and incineration restrictions).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

When organized hauling was implemented and the solid waste city code language was overhauled, there was a need to redirect three items of the old solid waste section into other areas of the code to ensure they were still present and enforceable. The "Executive Summary" section outlines the specific changes.

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

Section 921 of the Richfield City Code pertains to open burning restrictions and Section 925 of the Richfield City Code pertains to nuisances. These two sections of code are appropriate for transitioning portions of the old solid waste code. In addition to city ordinance, state statutes and administrative rules define and regulate incineration.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the ordinance and approves of its contents.

ALTERNATIVE RECOMMENDATION(S):

The City Council may decide to not approve the second reading of the ordinance and direct staff how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Open Burning, Fires and Incineration	Cover Memo

BILL NO. _____
AN ORDINANCE AMENDING SECTIONS 921 AND 925 OF THE
RICHFIELD CODE OF ORDINANCES PERTAINING TO
OPEN BURNING, FIRES, AND INCINERATION RESTRICTIONS

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. The title of Section 921 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

SECTION 921. - OPEN BURNING, FIRES, AND INCINERATION RESTRICTIONS

Section 2. Sub-section 921.03 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struck-through~~ language below:

921.03. - Definitions.

Subdivision 1. The following words and terms, when used in this section, shall have the following meanings unless the context clearly indicates otherwise:

Subd. 2. "Incinerator" shall have the meaning as prescribed by Minnesota Administrative Rules, section 7011.1201.

Subd. 23. "Fire Marshal" means the City of Richfield employee appointed by the City Manager as Fire Marshal.

Subd. 34. "Open burning" means a fire burning in matter, whether concentrated or dispersed, which is not contained within a fully enclosed firebox, structure or vehicle and from which the products of combustion are emitted directly to the open atmosphere without passing through a stack, duct or chimney.

Subd. 45. "Recreational fire" means a fire set for cooking, warming or ceremonial purposes.

Section 3. Sub-section 921.07 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

Subd. 2. Recreational fires. Recreational fires are allowed in accordance with all of the following conditions:

...

(k) Fires shall not involve willfully burning or setting fire to natural ground cover, such as trees, brush, grass, or other vegetation, or any building, fixture, or appurtenance of real property.

Section 4. Section 921 of the Richfield Code of Ordinances is hereby amended to add the following new sub-section 921.11:

921.11. - Incineration.

Burning by the use of an incinerator shall only be allowed if such burning and incinerator complies with the following:

- (a) pursuant to an incinerator license as prescribed in sub-section 601.15 of the Richfield Code of Ordinances.
- (b) pursuant to Minnesota Administrative Rules, section 7011.1220.
- (c) pursuant to all other applicable provisions of the Richfield Code of Ordinances and county, state, and federal law.

Section 5. Sub-section 925.01 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

Subd. 4. Public nuisances affecting peace and safety. The following are declared to be nuisances affecting peace and safety:

...

(s) Open burning or any fires that do not comply with Section 921 of the Richfield Code of Ordinances.

Section 6. Sub-section 925.13 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

Subd. 3. Definition of nuisance conduct.

(a) For purposes of this Section, the term "nuisance conduct" means any activity, conduct, or condition occurring upon private property within the City that unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any member of the public; or will, or tend to, alarm, anger or disturb others or provoke breach of the peace, to which the City is required to respond, including, but not limited to the following:

(1) Any activity, conduct, or condition deemed as a public nuisance under any provision of the City Code;

(2) Any activity, conduct, or condition in violation of any provision of Section 925 of the City Code;

(3) Any activity, conduct, or condition in violation of Sections 511.21, 601, 905, 921, 930, 1320, or 1325 of the City Code;

(4) Any conduct, activity or condition constituting a violation of Minnesota state laws prohibiting or regulating prostitution, gambling, controlled substances, use of firearms; and

(5) Any conduct, activity, or condition constituting disorderly conduct under Chapter 609 of Minnesota Statutes.

Section 7. This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this ____ day of _____, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk



STAFF REPORT NO. 32
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Ben Manibog, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/15/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a second reading of an ordinance authorizing the sale of three city-owned properties for I-494 Corridor Vision Project 1 and a resolution authorizing summary publication.

EXECUTIVE SUMMARY:

The purpose of the land transfer ordinance is to sell three parcels of city-owned land to the Minnesota Department of Transportation (MnDOT) for the construction of I-494 Corridor Vision Project 1. The land (south of Best Buy headquarters) will be used for:

- A trail connecting Knox Ave and Penn Ave
- An interstate ramp connecting I-35W to westbound I-494
- An interstate ramp connecting westbound I-494 to Penn Ave

The proposed ordinance is a separate action from the Council's future municipal consent determination of I-494 Corridor Vision Project 1 which is also scheduled for February 22, 2022.

The land was acquired by the City in 2001 as a part of the Penn Avenue bridge project. The land came from MnDOT as a transfer during the construction project. The three parcels of the land transfer are described as Outlot A, Outlot B, and Outlot C in the attached ordinance language and exhibits.

The money for the land payment in 2001 came from Metropolitan Council through a Right-of-Way Acquisition Loan Fund (RALF). The RALF loan program is an interest-free loan made by the Metropolitan Council.

It was understood in 2001 that the land acquired with the RAFL loan was for MnDOT's future expansion of I-494. It was also understood that when the interstate expands, MnDOT will re-acquire the land for construction. MnDOT would pay the City for the three parcels and the City would then pay Metropolitan Council for the no-interest loan.

RECOMMENDED ACTION:

By motion:

- 1. Approve the second reading of an ordinance authorizing the sale of three city-owned properties for I-494 Project**
- 2. Approve a resolution authorizing summary publication of the ordinance authorizing the sale of**

three city-owned properties for I-494 Project

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

MnDOT's I-494 Corridor Vision 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, and access changes and replacement of the bridges at Nicollet, Portland, and 12th Avenues. A new pedestrian/bicycle bridge near Chicago Avenue will also be constructed over I-494.

The city council approved the first reading of the ordinance on February 8, 2022.

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

Section 13.04 of the city charter states, "No real property of the City shall be disposed of except by ordinance".

C. CRITICAL TIMING ISSUES:

Transferring the city-owned parcels allows MnDOT to continue their construction of I-494 Corridor Vision Project 1 on-time for completion in 2026.

D. FINANCIAL IMPACT:

- If approved, the property will be sold to MnDOT for \$7 million.
- If approved, the \$7 million MnDOT payment will be used to repay the no-interest RALF loan from Metropolitan Council for the original purchase of the property.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the draft ordinance and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proposed Ordinance	Ordinance
<input type="checkbox"/> Exhibit A - Outlots A, B, C	Exhibit
<input type="checkbox"/> Summary publication resolution	Resolution Letter

TRANSITORY ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY
OWNED BY THE CITY

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Background; findings; authority.

1.01. The City of Richfield (the “City”) is governed by home rule charter adopted pursuant to the Constitution of the State of Minnesota and Minnesota Statutes, Chapter 410 (Act).

1.02 The City is the owner of real property located in the City of Richfield depicted on attached Exhibit A and legally described as:

Outlots A, B and C, BEST BUY CAMPUS, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Certificate of Title No. 1134452.

(the “City Property”).

1.03. It has been proposed by the State of Minnesota, acting through its Department of Transportation (“MNDOT”) that the City sell the City Property to MNDOT for the purposes of making improvements to Interstate 494. Pursuant to Section 13.04 of the City’s Charter, no real property of the City shall be disposed of except by ordinance.

1.04. The Council finds and determines that it is in the best interests of the City to sell the City Property to the MNDOT for the purposes of improving Interstate 494.

Section. 2 Adoption; effective date; filing.

2.01 The sale of the City Property to MNDOT is approved. The City Manager, City staff and City attorney are authorized and directed to negotiate the sale of the City Property and take all steps necessary to effect such sale.

2.02. This Ordinance shall take effect after the thirtieth (30th) day, exclusive of day of publication.

Passed by the City Council of the City of Richfield, Minnesota this ____ day of _____, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

Exhibit A
Depiction of the Property

RIGHT OF WAY PARCEL LAYOUT

C.S. 2785(494=393)904

S.P. 2785-424

OWNER: City of Richfield

COUNTY: Hennepin

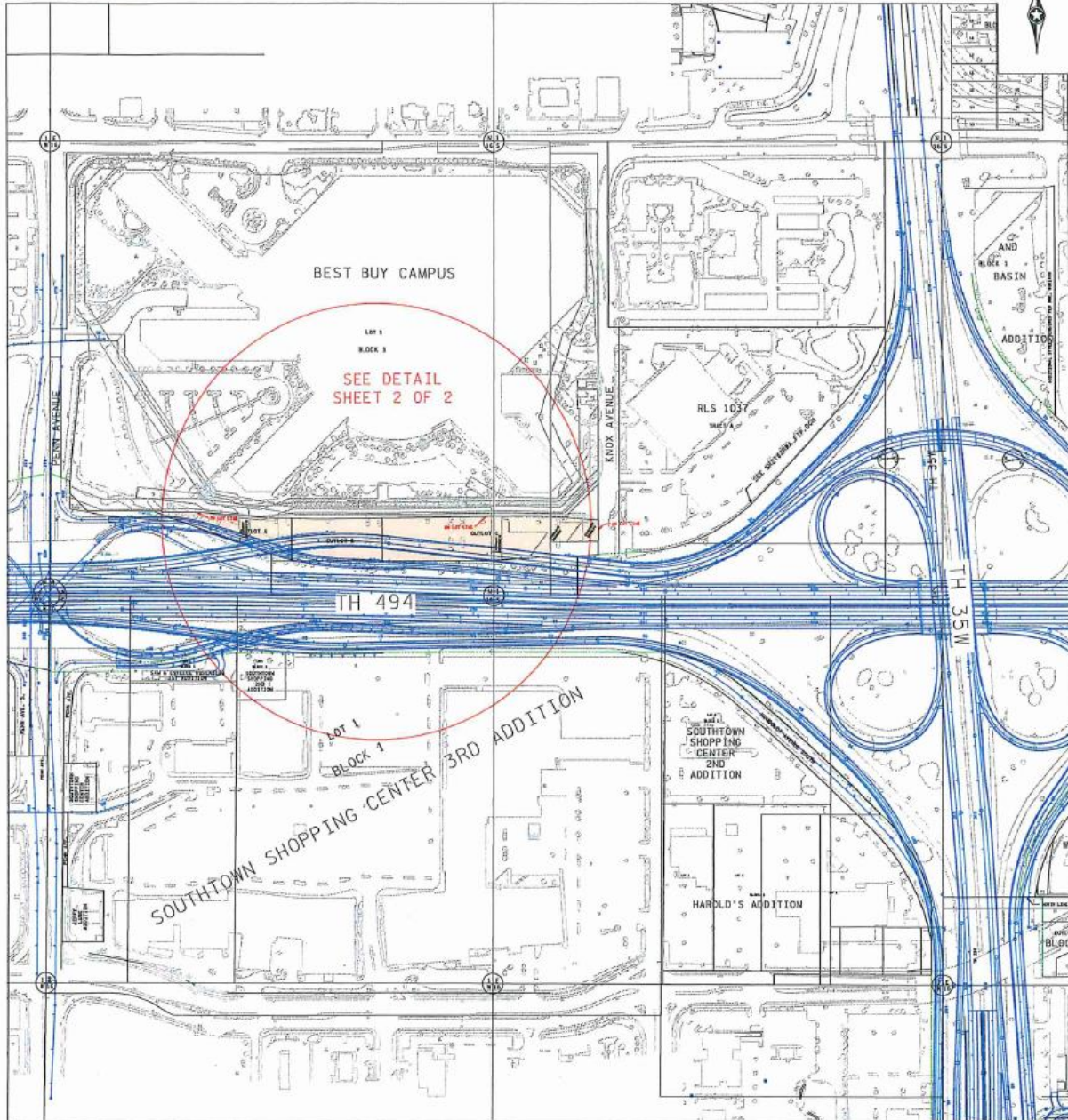
PARCEL NUMBER: 221



SHEET 1 OF 2

SCALE 1" = 400 ft.

- | | | |
|------------------------|--|-------------------------|
| Parent Tract | Existing Highway Easement to be purchased in FEE | Existing Access Control |
| New Right of Way - FEE | Permanent Easement | Inplace R/W Line |
| Temporary Easement | | New Access Control |
| | | New R/W Line |
| | | Temporary Easement |
| | | Proposed Construction |



RIGHT OF WAY PARCEL LAYOUT

C.S. 2785(494=393)904

S.P. 2785-424

OWNER: City of Richfield

COUNTY: Hennepin

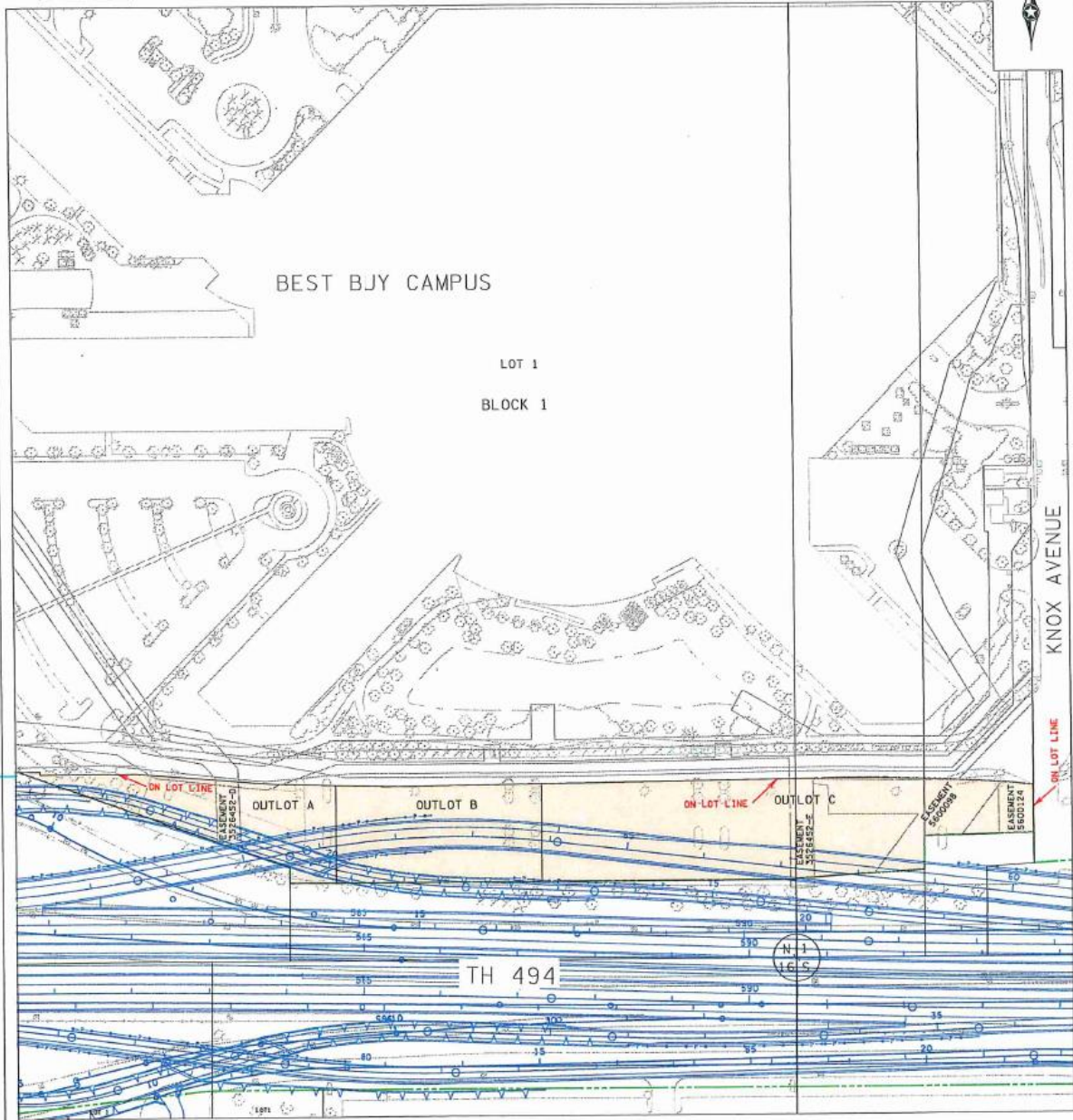
PARCEL NUMBER: 221



SHEET 2 OF 2

SCALE 1" = 175 ft.

- | | | |
|------------------------|--|-------------------------|
| Parent Tract | Existing Highway Easement to be purchased in FEE | Existing Access Control |
| New Right of Way - FEE | Permanent Easement | Inplace R/W Line |
| Temporary Easement | | New Access Control |
| | | New R/W Line |
| | | Temporary Easement |
| | | Proposed Construction |



RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE
AUTHORIZING THE SALE OF PROPERTY OWNED BY THE CITY**

WHEREAS, the City of Richfield has adopted the above referenced ordinance; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified.

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

**SUMMARY PUBLICATION
TRANSITORY ORDINANCE NO. _____**

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY OWNED BY THE CITY

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

The purpose of the land transfer ordinance is to sell three parcels of city-owned land to the Minnesota Department of Transportation for the construction of the I-494 Project 1. The land (south of the current Best Buy headquarters) will be used for a trail connecting Knox Ave and Penn Ave, an interstate ramp connecting I-35W to westbound I-494, and an interstate ramp connecting westbound I-494 to Penn Ave.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Public Works Department at (612) 861-9170.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of February, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk



STAFF REPORT NO. 33
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Krista Guzman, HR Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution approving the contract with the Labor and Trades Local 49 for the period January 1, 2022 through December 31, 2022 and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY:

City staff have completed labor negotiations with the Labor and Trades Local 49 (Union). The provisions of the 2022 labor agreement cover all of the employees in this Union, which consists of 32 positions.

The one-year contract provides a wage adjustment of 3.00% in 2022. It also provides a market rate adjustment of an additional 4% to all pay plans in the contract as of January 1, 2022. This was done after a thorough analysis of comparable and similar sized cities and in order to align with recognition of current employees in the pay plan.

The agreement also includes the same employer-provided health and dental insurance contributions as given to the city's non-represented employee groups and other bargaining units. It also provides nominal increases to the uniform/boot allowance and to a licensure/certification pay rate.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving the provisions of the 2022 labor agreement with the Labor & Trades Local 49 bargaining unit and authorize the City Manager to execute the agreement.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The tentatively approved one year contract settlement includes the following significant changes:

- Wages: A 3% wage adjustment and a market rate adjustment of 4% to all pay grades.
- An increase of \$.50/hour for APWA certificate pay for those employees who have completed 5 years of service in the Public Works Worker job title.
- An increase of \$35 to the uniform and clothing allowance.
- Health and Dental Insurance: The same health and dental insurance employer contributions as all other bargaining and non-bargaining groups.
- Vacation Leave Sell-Back: Increasing the amount of vacation sell-back hours for the year 2022 to

64 hours.

- Bereavement Leave: Adding in language to include use of bereavement leave for miscarriage or still-birth of a child.

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

- The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those provided to both union and non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
- The 3.00% cost of living wage increase is the same increase implemented for non-union City employees and other contracts settled for 2022. The 4.00% market rate wage adjustments and health insurance contribution is comparable to other bargaining groups in similar metro cities. A survey of comparable cities indicates that those cities are providing an average of a 3.00 % cost of living increase, in addition to implementing other incentives, and other pay plan adjustments such as salary step additions. The City has a long history of trying to remain as close to the mid-range as possible in terms of wages and benefits. The adjustments proposed and agreed upon wages will allow the City to continue this practice and remain an employer of choice.
- The wage adjustment for 2022 is the City's and Union's best estimation of what will be the average of such settlements in the metro area.

C. CRITICAL TIMING ISSUES:

In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2022 wages and benefits and in order to not further delay any pay due to employees, it is recommended that the City Council act on February 22, 2022, to adopt a resolution providing for contract changes, effective January 1, 2022.

D. FINANCIAL IMPACT:

- A 3.00% wage increase for contract year 2022.
- A market rate adjustment of 4.00% to all pay grades for the contract year 2022.
- An increase to the licensure/certification pay from \$1.00/hour to \$1.50/hour, but will only now be effective for employees who have completed 5 years of service in the Public Works Worker job title .
- An increase of \$35 to the clothing/uniforms/boots allowance to \$575 per year.

E. LEGAL CONSIDERATION:

If the terms of this agreement are not approved, further negotiation and/or mediation will be necessary.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the terms of this agreement and prepare for further negotiation and/or mediation.
- Defer discussion to another date.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ 2022 Labor and Trades Contract Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE
CITY OF RICHFIELD AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49
BARGAINING UNIT FOR YEAR 2022**

WHEREAS, the City Manager and the International Union of Operating Engineers, Local 49 have reached an understanding concerning conditions of employment for 2022; and

WHEREAS, it would be inappropriate to penalize Local 49 members who have negotiated in good faith; and

WHEREAS, the City Ordinance requires that contracts between the City and the exclusive representative of the employees in an appropriate bargaining unit shall be completed by Council resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Labor Agreement between the City of Richfield and International Union of Operating Engineers, Local 49 Bargaining Unit, for 2022 under the provisions of the Labor Agreement to be implemented effective January 1, 2022 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of February 2022.

Maria Regan Gonzalez Mayor

ATTEST:

Kari Sinning City Clerk



STAFF REPORT NO. 34
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Ben Manibog, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/15/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a resolution granting Municipal Consent for MnDOT's I-494 Corridor Vision Project 1 proposed final layout.

EXECUTIVE SUMMARY:

I-494 Corridor Vision Project 1 Elements

Following the reading of this Executive Summary, Richfield Transportation Engineer Ben Manibog will briefly present the elements of the I-494 Corridor Vision Project 1 proposed final layout under consideration for Municipal Consent.

Municipal Consent Process

The MnDOT proposed final layout for Project 1 of the I-494 Corridor Vision was received by the City of Richfield on September 24, 2021 for municipal consent. The municipal consent process is designed to give municipalities an opportunity to provide formal input into the project design. According to state law, the City has a right to review and approve or disapprove the project's proposed final layout because the proposed Project 1 alters highway access, adds additional capacity, and requires the acquisition of permanent rights-of-way.

- Following receipt of the proposed final layout, the project team held a public information open house on October 13, 2021 at Richfield City Hall.
- On October 20, 2021, the project team held a Work Session focused on the Project 1 elements and Municipal Consent process/timeline.
- Minnesota Statutes 161.164 required that the City Council conduct a public hearing on the proposed final layout as part of the municipal consent process which was held on November 23, 2021.
- Minnesota Statutes also requires the municipality to approve or disapprove the proposed final layout within 90 days of the public hearing; February 22, 2022 is the 89th day following the public hearing.

More information on municipal consent is included in the "I-494: Airport to Highway 169 Project 1 Municipal Consent" brief attached to this staff report.

RECOMMENDED ACTION:

By Motion: Approve the resolution granting Municipal Consent for MnDOT's I-494 Corridor Vision

Project 1 proposed final layout.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Project Overview

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.

Important Richfield Considerations

Following the October 20, 2021 I-494 Corridor Vision Project 1 Work Session, the project team began working toward addressing concerns that were raised at the meeting, which included:

- Community Outreach & Visual Quality Advisory Committee
- Local Traffic Impacts between Portland and 12th Ave
- Noise Walls
- Construction Staging
- Cost Participation
- Remnant Right-of-Way (ROW) Parcels
- 76th St and Girard Ave Safety Concerns

A City Council memo dated February 3, 2022 detailed the status of these considerations and is attached to this staff report for additional context. In summary, staff feels the items related to municipal consent are resolved and recommends approval of the project.

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

- Minnesota Statutes, sections 161.162 through 161.167 govern the municipal consent process for MnDOT projects that involve the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality which alter access, increase or reduce traffic capacity, or require acquisition of permanent rights-of-way.
- The proposed I-494 Corridor Vision Project 1 triggered the statutory municipal consent process because it alters highway access, adds additional capacity, and requires the acquisition of permanent rights-of-way.

C. CRITICAL TIMING ISSUES:

- The statutory deadline for approval or disapproval of the project is February 23, 2022 therefore, the City Council must take action at this City Council meeting.
- If no official City Council action is taken, the proposed project layout is considered approved.

D. FINANCIAL IMPACT:

- The current project cost participation estimates remain relatively unchanged since October 2021 (summary is attached). You'll see maintenance has a placeholder as ownership and maintenance discussions are ongoing. Although long-term ownership and maintenance items remain unresolved at this time, they are technically not a consideration in the municipal consent approval.
- Richfield's current cost participation estimate is \$1,425,291, which will be paid for using MSA construction funds, utility funds, and other city funds.

E. LEGAL CONSIDERATION:

- The municipal consent process is governed by Minnesota Statutes, sections 161.162 through 161.167.
- The City Attorney has reviewed the resolution and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

MnDOT Project Staff Amber Blanchard and April Crockett

ATTACHMENTS:

Description	Type
▣ Resolution	Resolution Letter
▣ Cost Participation Summary	Backup Material
▣ Municipal consent process background	Exhibit
▣ 494 Municipal Consent Update Council Memo	Backup Material
▣ MnDOT Presentation from November 2021 Public Hearing	Presentation

RESOLUTION NO.

RESOLUTION PROVIDING MUNICIPAL CONSENT TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE I-494 CORRIDOR VISION PROJECT 1 PROPOSED FINAL LAYOUT (SP 2785-424)

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) I-494 Corridor Vision Project 1 (the "Project") will construct an E-Z Pass lane on I-494 from TH 100 to I-35W in each direction, a turbine interchange at the I-494/I-35W interchange, access changes at Penn and replacement of 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; and

WHEREAS, construction will also include replacement of existing pavement, drainage, construction of retaining walls, sidewalks, bike lanes, signing, lighting, and traffic management; and

WHEREAS, Minnesota Statutes Section 161.164 provides, "Before proceeding with the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality, the commissioner [of transportation] shall submit to its governing body a final layout and project report covering the purpose, route location, and proposed design of the highway... [which] must include a good-faith cost estimate of all the costs in which the governing body is expected to participate... The governing body shall, within 60 days of receiving a final layout from the commissioner, conduct a public hearing at which the Department of Transportation shall present the final layout for the project... Within 90 days from the date of the public hearing, the governing body shall approve or disapprove the final layout in writing..."; and

WHEREAS, the Project proposes the following benefits to the region: A) reduce traffic congestion and improve reliability of average rush hour trip, B) improve safety for all modes, C) provide a transit advantage to increase the number of people who can be efficiently moved through the area, D) restore pavement to preserve infrastructure and provide a smoother ride, E) preserve existing bridges, F) improve drainage systems to reduce localized flooding and reduce run-off into the Minnesota River, and G) improve connectivity for pedestrians and bicyclists crossing I-494; and

WHEREAS, on September 24, 2021, MnDOT submitted the proposed Final Layout and other supportive materials and data to the City and requested the City's consent to and approval of the proposed Final Layout pursuant to the provisions of Minnesota Statutes Section 161.164; and

WHEREAS, the Project is proposed to be administered by MnDOT via the design-build project delivery method, with the contract anticipated to be let in spring 2023 with Project completion in late 2026; and

WHEREAS, pursuant to the provisions of Minnesota Statutes Section 161.164, the City scheduled a public hearing, conducted a public hearing, provided at least 30-days'

notice of the public hearing and has 90 days from the date of the Public Hearing to approve or disapprove the proposed Final Layout by resolution; and

WHEREAS, at said public hearing, officials of the Minnesota Department of Transportation presented plans for review and responded to questions, and the City Council received comments regarding these plans from the public and City staff and considered all the materials and testimony which had been presented.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield approves the plans and proposed Final Layout submitted by the Minnesota Department of Transportation on September 24, 2021 and presented at the November 23, 2021 Public Hearing and will cooperate with MnDOT for the successful construction of this Project.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of February, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

PARTICIPANT	SUBTOTAL	INFRA	10% Contingency	20% Engineering	TOTAL COST PARTICIPATION
MNDOT	\$47,095,530	\$50,100,864	\$9,719,639	\$21,383,207	\$128,299,240
COUNTY	\$1,935,993		\$193,599	\$425,919	\$2,555,511
CITY OF BLOOMINGTON	\$1,364,154		\$136,415	\$300,114	\$1,800,684
CITY OF RICHFIELD	\$1,079,766		\$107,977	\$237,549	\$1,425,291
METRO TRANSIT	\$314,440		\$31,444	\$69,177	\$415,061
MAC	\$0		\$0	\$0	\$0

Anticipated Maintenance Total
\$0
\$0
\$0
\$0
\$0

I-494: Airport to Highway 169

Project 1 Municipal Consent

Request for Municipal Consent

Attached you'll find MnDOT's request for Municipal Consent (MC) of Project 1 as approved by the Policy Advisory Committee. The submittal of their MC package triggers the MC statute requiring local agencies to either approve or disapprove the project by February 22, 2022.

Statutory Trigger for Municipal Consent

[Minnesota Statutes, sections 161.162 through 161.167](#) governs the MC process for MnDOT projects that involve the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality which alter access, increase or reduce traffic capacity, or require acquisition of permanent rights-of-way.

The proposed I-494: Airport to 169 Project 1 triggers the statutory MC process because it alters highway access, adds additional capacity, and requires the acquisition of permanent rights-of-way.

Minnesota Statutes, section 161.164 describes the City's responsibilities and timeline for action for a project that triggers the MC statute:

1. The Municipality receives the final project layout and other required items from MnDOT;
2. Within 15 days of receiving the final layout, schedule a public hearing;
3. Provide at least 30 days' notice of the public hearing;
4. Within 60 days of receiving the final layout, conduct the public hearing; and
5. Within 90 days of the public hearing, approve or disapprove the layout by resolution (must be complete on or by day 150 from the receipt of final layout).

Role of City Council

The role of the City Council is to thoroughly vet the project with the interests of their Ward, the City, and the Region in mind. While the opportunity for public input and changes to most of the detailed project elements has passed, the City Council is now tasked with approving or disapproving the larger project as a whole on behalf of these stakeholders.

If the City Council approves the final layout or does not disapprove the final layout via resolution within 90 days from the date of the public hearing (item 5 above), the final layout is deemed approved and MnDOT may continue with project development.

If the City Council disapproves the final layout via resolution, MnDOT may make changes requested by the City, decide to not proceed with the project, or appeal the

final layout rejection via an appeal board. This appeal board process is described at length in Minnesota Statutes section [161.164, subdivision 2 & 3](#), & section [161.165](#).

Actions Following Disapproval

Disapproval of the project would almost certainly result in MnDOT referring the final layout to the Appeal Board laid out in Minnesota Statutes, section [161.165](#) which would trigger a hearing within 30 days of referral. The Appeal Board would consist of one member appointed by MnDOT, one member appointed by the City, and one member appointed by mutual agreement of the City and MnDOT. In short, the Appeal Board could recommend:

1. Approval of the final layout and MnDOT would proceed with project development;
2. Approval of the final layout with changes and MnDOT could:
 - I. agree to the changes;
 - II. decide not proceed with the project; or
 - III. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so; or
3. Disapproval of the final layout and MnDOT could:
 - I. decide not to proceed with the project; or
 - II. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so.

If at any time in the Appeal Board process MnDOT agrees to layout changes that affect highway access, traffic capacity, or require additional acquisition of permanent rights-of-way, the final layout would be required to restart the entire Municipal Consent process described in the section titled “Statutory Trigger for Municipal Consent” above.

Considerations

It is important that the City Council recognize the regional, State, and Federal significance of this project when considering authorizing MC. Staff is confident and genuinely believes that after years of work towards the larger “I-494 Vision” and Project 1 specifically, MnDOT has been responsive to Richfield’s concerns and that the final layout is agreeable to the future of our City. The collaborative nature of the intergovernmental I-494 Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC) has resulted in a Project 1 that is beneficial to all involved but perfect for none.



Metropolitan District
1500 West County Road B2
Roseville, MN 55113

September 24, 2021

Kristin Asher, P.E.
City of Richfield – Public Works Director
6700 Portland Ave
Richfield, MN 55423

Dear Ms. Asher,

MnDOT is in the process of developing Project 1 of the I-494 Corridor Vision. Project 1 will construct an E-ZPass lane on I-494 from TH 100 to I-35W in each direction, a turbine interchange at the I-494 over I-35W interchange, and change access at Nicollet, Portland, and 12th Avenues. This work will also include the replacement of the bridges at Nicollet, Portland, and 12th Avenues, as well as construct a new pedestrian/bicycle bridge near Chicago Avenue. Construction will include replacement of existing pavement, drainage, construction of retaining walls, sidewalks, bike lanes, signing, lighting, and traffic management. Project 1 is being developed for a letting on April 19, 2023 as a design-build project.

Project 1 proposes the following benefits to the region:

- Reduce traffic congestion and improve reliability of the average rush-hour trip
- Improve safety for all modes
- Provide a transit advantage to increase the number of people who can be efficiently moved through the area
- Restore pavement to preserve infrastructure and provide a smoother ride
- Preserve existing bridges
- Improve drainage systems to reduce localized flooding and reduce run-off into the Minnesota River
- Improve connectivity for pedestrians and bicyclists crossing I-494

Project 1 is the first of four phases of the I-494 Corridor Vision Implementation Plan which looks to construct managed lanes from Highway 169 to the Minneapolis/St. Paul International Airport. The Implementation Plan was determined using a set of criteria which included constructability, community support, equity, asset management, cost/funding, and operations/safety.

MnDOT is asking the City of Richfield to approve the proposed layout as it requires the acquisition of right of way and is adding additional capacity. Municipal consent of MnDOT projects is described in Minnesota Statutes 161.162 through 161.167 (attached).

The deadlines (per MN Statute 161.164) for the City's responsibilities regarding municipal consent of the attached layout are as follows:

- Within 15 days of receiving the final layout, schedule a public hearing.
- Within 60 days of receiving the final layout, conduct the public hearing.
- Provide at least 30 days' notice of the public hearing.
- Within 90 days of the public hearing, approve or disapprove the layout by resolution.

MnDOT will attend the public hearing to present the final layout and answer questions, as required by statute.

At this point, the total participation required by the city is estimated to be approximately \$1,145,385 as identified in the attached estimate which is still being discussed with the cities and Hennepin County.

Any cost participation and identified maintenance responsibilities will be handled as part of a cooperative construction agreement developed between MnDOT and the City. I would be happy to work with you as we traverse our way through this process. MnDOT will be available to give presentations and/or answer any questions that you may have regarding Project 1 or this process.

Sincerely,

Amber Blanchard, P.E.

MnDOT Metro District Major Projects Manager/I494 Corridor Director

CC: Andrew Lutaya, MnDOT West Area Engineer/Project Manager
April Crockett, MnDOT West Area Manager
file

Equal Opportunity Employer



Date: February 3, 2022

Item No. 02

To: The Honorable Mayor and Members of the City Council

From: Katie Rodriguez, City Manager

CC: Kristin Asher, Public Works Director

Subject: 494 Municipal Consent Update

Municipal Consent

In October 2021, the Council was sent a document providing background on the Municipal Consent process and timeline for I-494 Project 1 ([attached for context](#)). As part of the Municipal Consent process, the City Council is tasked with approving or disapproving the project's final layout. Minnesota Statutes makes it clear that the Municipal Consent process and approval of the project's final layout does not include approval of a cost participation agreement between the City and the State. That said, staff is comfortable with the estimated costs the City is currently identified to put forth for the construction as part of our cost participation.

On February 22, 2022, the City Council will consider providing Municipal Consent on Project 1 of the I-494: 169 to MSP Airport vision. At this time, staff is recommending that the City provide municipal consent. This memo will give you an update on the specific items of concern identified at the work session held on October 20, 2021, all of which staff is considering resolved. Long-term maintenance discussions are just beginning with MnDOT staff and are outlined below.

Community Outreach/Visual Quality Advisory Committee

Public engagement, community representation, and place-making have been and will continue to be an important aspect of this project for Richfield. Since November, the project team has convened a Visual Quality Advisory Committee (VQAC) to further develop the Visual Quality Manual (VQM) which will guide aesthetic qualities of the project and the corridor's visual elements. The process will also identify opportunities for public art installations that could be pursued by the local municipalities. The VQAC includes local agency and community representatives, including two representatives from AEON who have helped relay feedback to/from their residents. The VQAC team continues to hold public meetings and pop up events outreaching to the public about the project as well as to gather feedback on the VQM items in multiple cities along the corridor.

Staff feels this effort is going well and the City Council will be provided an informational update on this effort at the February 8th, 2022 Joint Work Session.

Local Traffic Impacts between Portland Ave and 12th Ave

A MnDOT traffic analysis determined that there will not be significant delay or safety concerns for drivers turning onto 77th St from Chicago Ave. Therefore, a traffic signal at 77th St and Chicago Ave is not necessary. MnDOT considered projected traffic volumes during and after I-494 construction as well as future access changes on 78th St.

Pedestrian demand to cross 77th St at Chicago Ave will remain with the existing Bus Route 540. The route now connects riders to the Orange Line Bus Rapid Transit and will connect to Mall of America via the future 77th St underpass. As a part of the project's construction, MnDOT has agreed to complete road striping changes in order to install a pedestrian refuge and allow for the future installation of a rapid rectangular flashing beacon (RRFB), if the City chooses to install one. Staff feels this item has been resolved.

Noise Walls

MnDOT recognized how important inclusion of noise walls is to the City in certain locations throughout the corridor and has been moving that process along. Before noise walls can move forward, the location must be deemed reasonably feasible for a noise wall which is fundamentally a cost-benefit analysis. MnDOT has identified four locations for possible noise wall installation on the south side of 78th St:

- From York Ave to Penn Ave
- From 7735 2nd Ave to 7731 4th Ave
- From Portland Ave to 12th Ave
- From 12th Ave to Bloomington Ave

Property owners and residents along these segments will receive notices and voting ballots from MnDOT. Ultimately, property owners and residents will decide whether the noise walls are constructed. More information on the noise wall voting process is available on the [project website](#) and on [MnDOT's website](#).

Noise wall construction, if approved, will be a state expense. The city does not have cost participation for noise walls. Staff feels this process is necessary and appropriate.

Construction Staging

Because the project has substantial disruptions to residents, businesses and I-494 corridor users during construction, the City has strongly advocated for the first elements of construction to include the construction of the pedestrian bridge at Chicago Avenue and the replacement of the Portland Avenue interchange. Unfortunately, MnDOT can only guarantee that the pedestrian bridge will be the first element of construction and the staging of the bridge replacements will be left up to the selected contractor since this is a "design-build" project. This design-build process is to ensure flexibility exists for the contractor.

MnDOT is running a closure scenario that has the Portland interchange reconstructed in the early stages to understand construction traffic impacts. Hennepin County, Richfield, and Bloomington have had input and participation in the analysis. These efforts will last into summer 2022.

If the design-build contractor elects to stage construction outside of the existing study scenario which includes the Portland interchange being reconstructed in the early stages, they will be required to perform a similar traffic impact analysis with local agency input. Staff feels this item is resolved.

Cost Participation

The current project cost participation estimates remain relatively unchanged since October 2021, including the absence of an estimate related to the stormwater facilities needed for the project.

As is typical with regional cooperative projects, there are elements that will require local cost participation. The following items will be either shared costs with Bloomington and Hennepin County or paid fully by the city, as requested:

- Roadway lighting along 78th Street, 12th Avenue, and bridge crossings
- Widening of bridges beyond MnDOT's standard (snow storage, bike lanes)
- Any public art elements included in construction
- City specific requests
 - additional utility work
 - various trails north of I-494
 - 12th Ave resurfacing to 77th Street

The stormwater cost participation elements are not yet known because MnDOT has not completed the stormwater preliminary layout and design. There are anticipated costs related to the stormwater adjustments needed to hook up to the system at local intersections. These costs are expected to be minor. Ultimately, the actual cost participation will be determined upon receipt of the winning contractor bid amount. Staff feels this item is resolved.

Remnant right of way (ROW) parcels

Richfield has continually expressed interest in acquiring any remnant parcels created by this project for possible redevelopment; as well as concerns over future uses not being in the best interest of the City. MnDOT has indicated that the right of way (ROW) process will take years because the State must determine if the parcels need to be retained for ROW purposes before they could sell them. The following was provided by MnDOT staff:

For acquisitions occurring after May 2006 and the property is no longer needed for trunk highway purposes - the former owner, or owner of the remainder, always has the right of first refusal if MnDOT acquires the property through Eminent Domain. If MnDOT acquired it through Direct Purchase, and the City/LGA asks to purchase it from MnDOT before the former owner inquires about purchasing it, MnDOT can work with the City/LGA. The next option would be to put it out for public bid. As a reminder, everything is at fair market value.

The same process applies for those remnant areas created by the ramp removals. Much of the existing right of way in this corridor is easement, so for the land the ramps currently sit on the underlying fee would need to be addressed by whoever is wanting to purchase the property after the determination this land is no longer needed for trunk highway purposes.

https://www.dot.state.mn.us/row/pdfs/RWManuals/RW_Manual2015_07-26-2018.pdf (see page 282 Figure 801A State R/W Requests Flow Chart for more information, chart also attached)

Staff feels that this item has been resolved.

76th St and Girard Ave safety concerns

There have been safety concerns identified at the 76th St/Girard Ave signal for many years. Historically, the new 494/35W interchange resulted in a flyover ramp at 76th Street to/from I-35W that would address the issues with the ramp. However, the need for the flyover ramp at 76th Street was eliminated once the interchange was redesigned, but the safety concerns persist. As a result, any future improvements at this intersection would be driven by the City and MnDOT has agreed to participate. Staff expects a study to be initiated in the near future to look at possible solutions at this location and feels this item is resolved.

Long-Term Ownership and Maintenance

Since the October work session, MnDOT has begun discussions related to long-term maintenance items. These discussions are on-going at this time and have not been resolved; however, they are not a consideration in the municipal consent approval but provided here for informational purposes.

Bridge Ownership & Maintenance

MnDOT presented their bridge ownership and maintenance guidance that was released in August 2020. It has been agreed that all bridges will be owned by the state, including the new Chicago Pedestrian Bridge, however, discussions are ongoing at this time related to future cost-sharing of bridge inspections, major maintenance, and future replacement.

Facilities Maintenance

There are long-term maintenance costs related to noisewalls, stormwater elements, signage, etc. that have been identified as items, but are yet to be discussed. These facilities would likely include a fair amount of routine maintenance (i.e., annual inspections, cleaning, repairs, dredging).

Please reach out to Public Works Director Asher with any questions at 612-861-9795 or kasher@richfieldmn.gov.

I-494: Airport to Highway 169

Project 1 Municipal Consent

Request for Municipal Consent

Attached you'll find MnDOT's request for Municipal Consent (MC) of Project 1 as approved by the Policy Advisory Committee. The submittal of their MC package triggers the MC statute requiring local agencies to either approve or disapprove the project by February 22, 2022.

Statutory Trigger for Municipal Consent

[Minnesota Statutes, sections 161.162 through 161.167](#) governs the MC process for MnDOT projects that involve the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality which alter access, increase or reduce traffic capacity, or require acquisition of permanent rights-of-way.

The proposed I-494: Airport to 169 Project 1 triggers the statutory MC process because it alters highway access, adds additional capacity, and requires the acquisition of permanent rights-of-way.

Minnesota Statutes, section 161.164 describes the City's responsibilities and timeline for action for a project that triggers the MC statute:

1. The Municipality receives the final project layout and other required items from MnDOT;
2. Within 15 days of receiving the final layout, schedule a public hearing;
3. Provide at least 30 days' notice of the public hearing;
4. Within 60 days of receiving the final layout, conduct the public hearing; and
5. Within 90 days of the public hearing, approve or disapprove the layout by resolution (must be complete on or by day 150 from the receipt of final layout).

Role of City Council

The role of the City Council is to thoroughly vet the project with the interests of their Ward, the City, and the Region in mind. While the opportunity for public input and changes to most of the detailed project elements has passed, the City Council is now tasked with approving or disapproving the larger project as a whole on behalf of these stakeholders.

If the City Council approves the final layout or does not disapprove the final layout via resolution within 90 days from the date of the public hearing (item 5 above), the final layout is deemed approved and MnDOT may continue with project development.

If the City Council disapproves the final layout via resolution, MnDOT may make changes requested by the City, decide to not proceed with the project, or appeal the

final layout rejection via an appeal board. This appeal board process is described at length in Minnesota Statutes section [161.164, subdivision 2 & 3](#), & section [161.165](#).

Actions Following Disapproval

Disapproval of the project would almost certainly result in MnDOT referring the final layout to the Appeal Board laid out in Minnesota Statutes, section [161.165](#) which would trigger a hearing within 30 days of referral. The Appeal Board would consist of one member appointed by MnDOT, one member appointed by the City, and one member appointed by mutual agreement of the City and MnDOT. In short, the Appeal Board could recommend:

1. Approval of the final layout and MnDOT would proceed with project development;
2. Approval of the final layout with changes and MnDOT could:
 - I. agree to the changes;
 - II. decide not to proceed with the project; or
 - III. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so; or
3. Disapproval of the final layout and MnDOT could:
 - I. decide not to proceed with the project; or
 - II. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so.

If at any time in the Appeal Board process MnDOT agrees to layout changes that affect highway access, traffic capacity, or require additional acquisition of permanent rights-of-way, the final layout would be required to restart the entire Municipal Consent process described in the section titled “Statutory Trigger for Municipal Consent” above.

Considerations

It is important that the City Council recognize the regional, State, and Federal significance of this project when considering authorizing MC. Staff is confident and genuinely believes that after years of work towards the larger “I-494 Vision” and Project 1 specifically, MnDOT has been responsive to Richfield’s concerns and that the final layout is agreeable to the future of our City. The collaborative nature of the intergovernmental I-494 Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC) has resulted in a Project 1 that is beneficial to all involved but perfect for none.

Corridors of Commerce Project Limit
Study Area



MINNESOTA DEPARTMENT OF
TRANSPORTATION

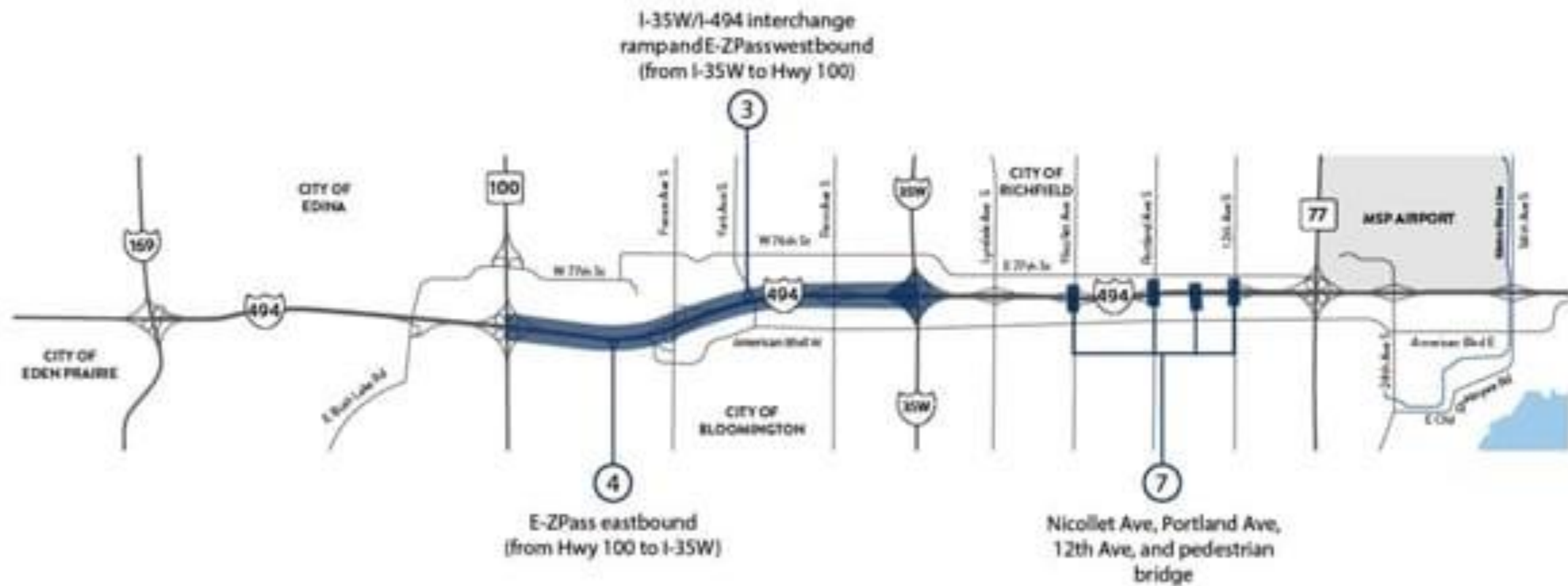
I-494: Airport to Hwy 169

Richfield Municipal Consent Public Hearing

November 23, 2021

As shown here, the first construction project consists of elements 3 and 4 that include Construction of a new ramp

first construction Project



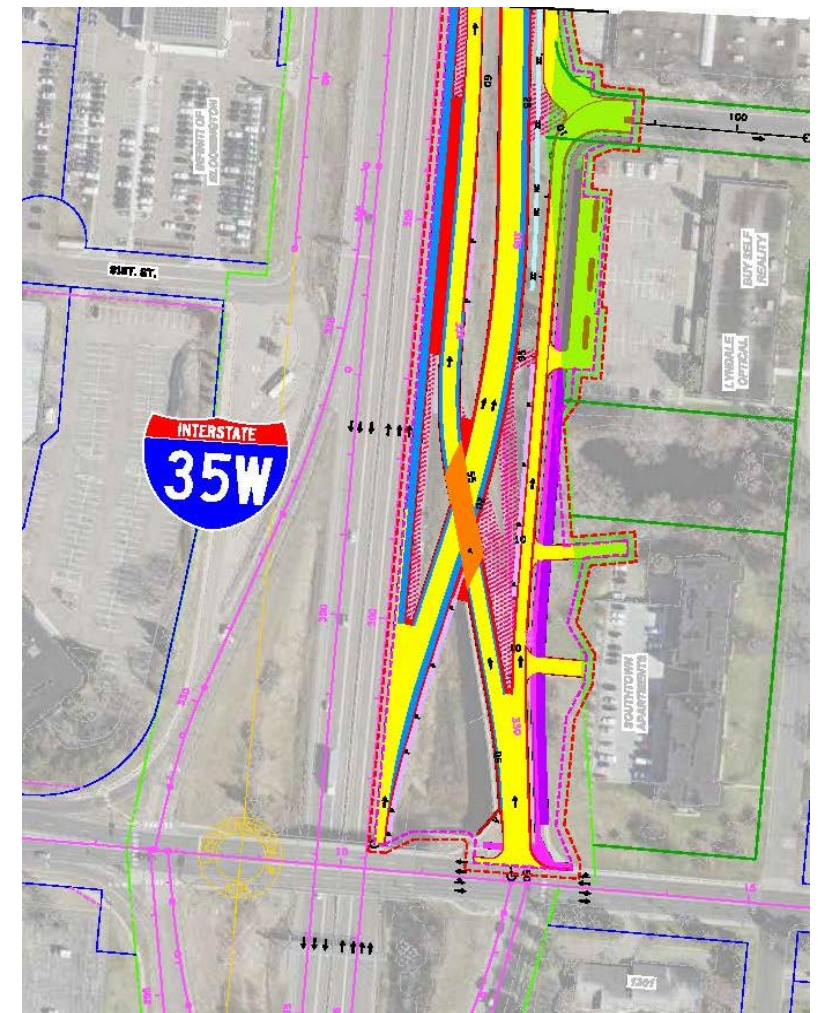
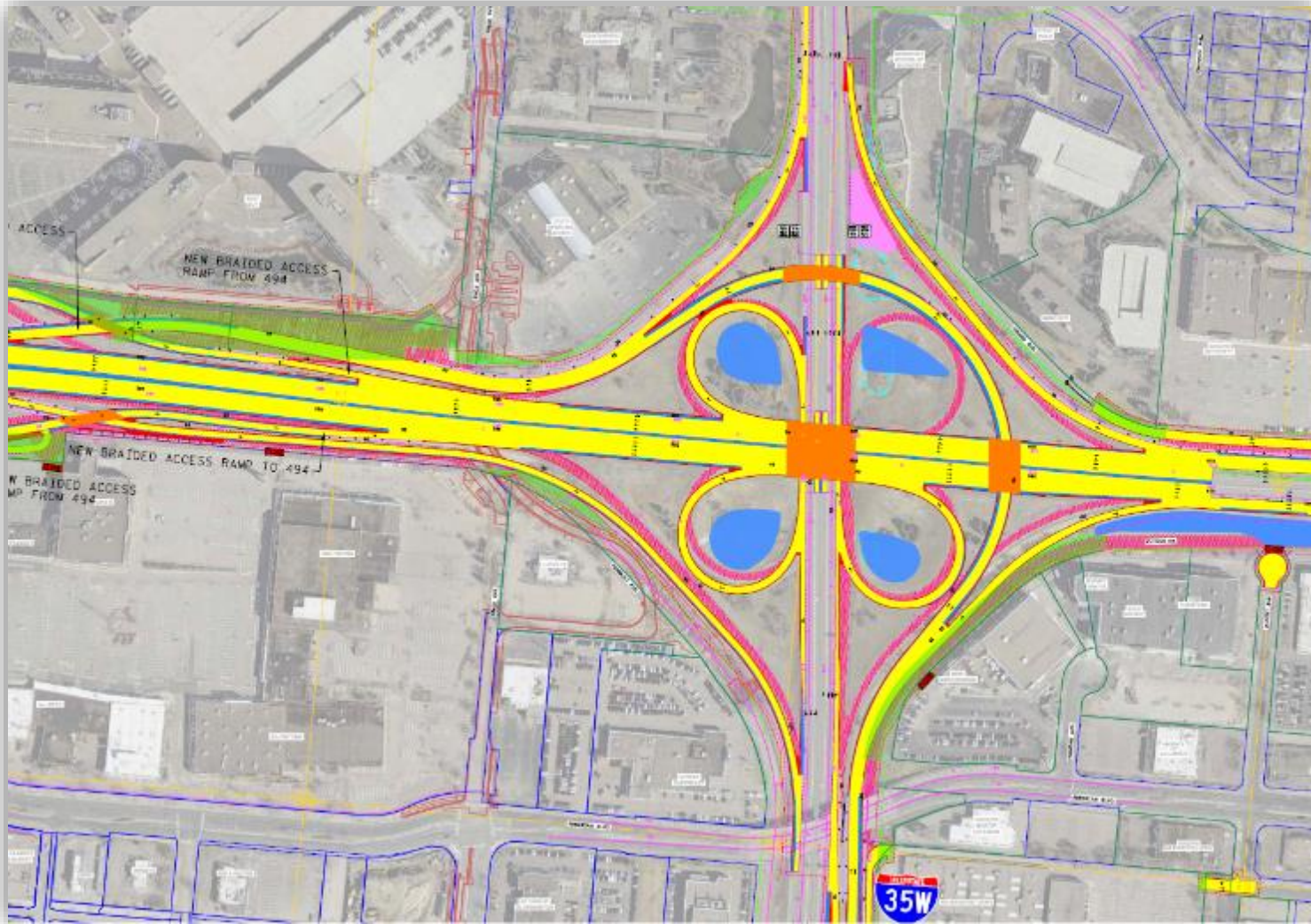
(E-ZData is formerly known as MinPASS)

Municipal Consent

- MN Statutes 161.162 to 161.167
- Opportunity for municipalities to comment and approve of the project layout (MN Statute 161.164)
- Applies when projects alter access, increase or reduce highway traffic capacity, or requires acquisition of permanent rights-of-way (MN Statute 161.163)
- Requested on I494 due to changes in access, capacity, and right of way

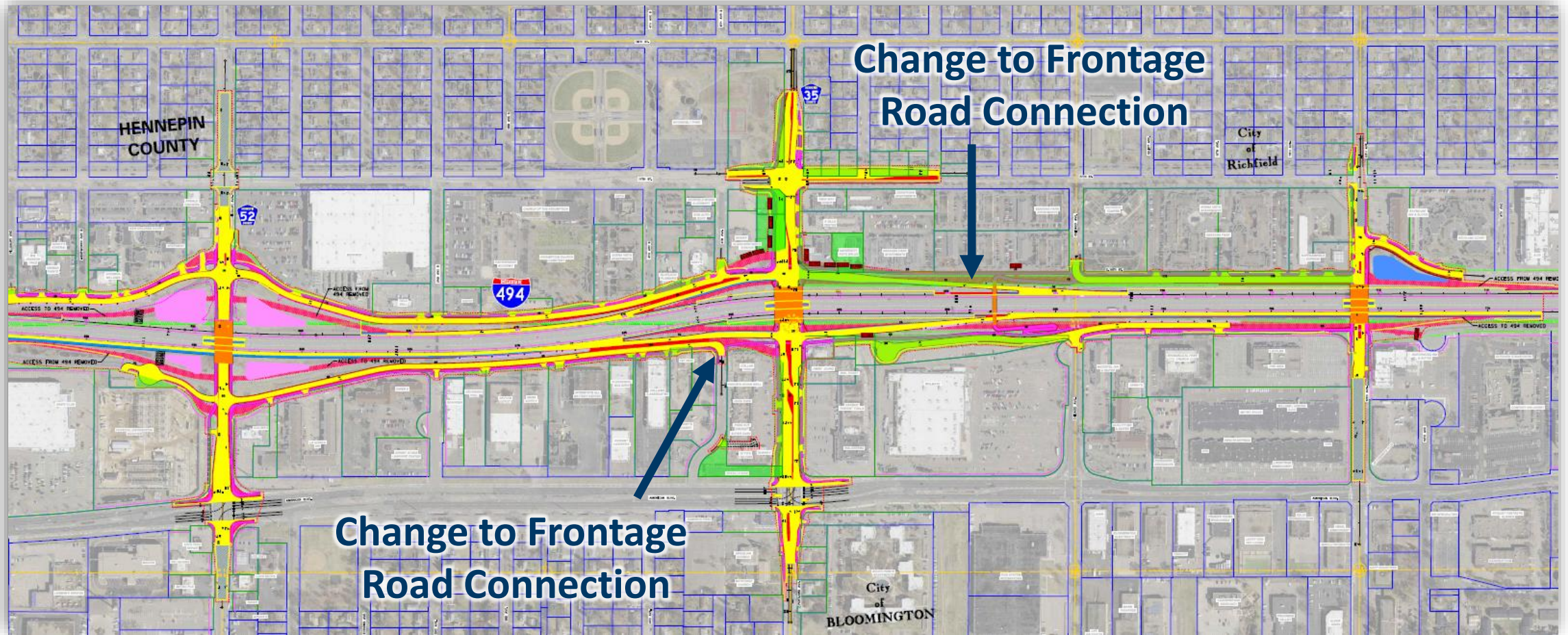
I-35W & I-494 Interchange

Access Changes



Nicollet, Portland & 12th Ave

Access Changes

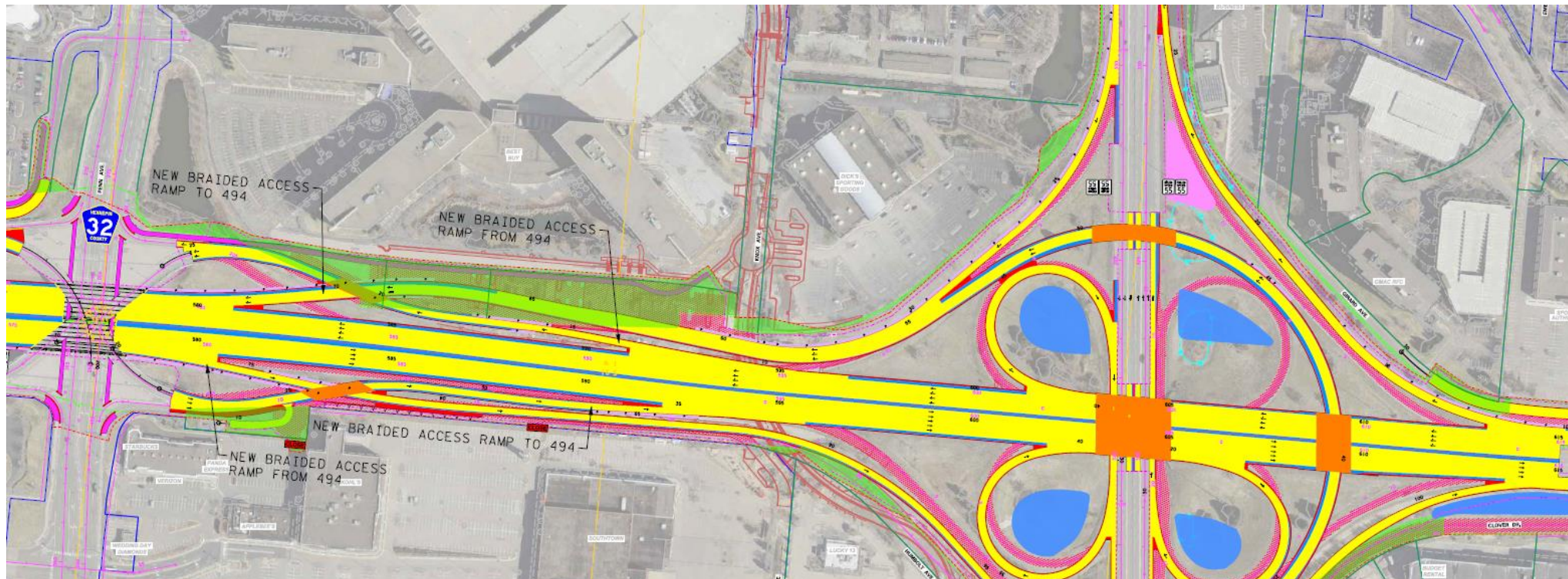


Mainline Capacity Expansion



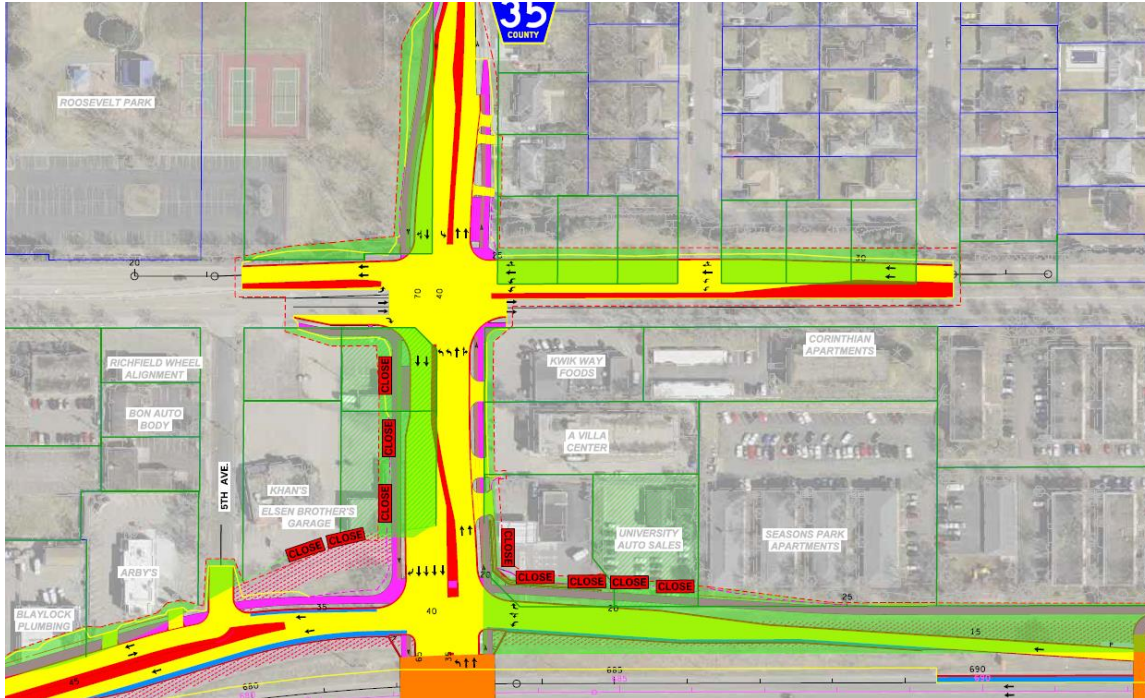
Right-of-Way Needs

I-494 between Penn Ave and I-494/I-35W Interchange

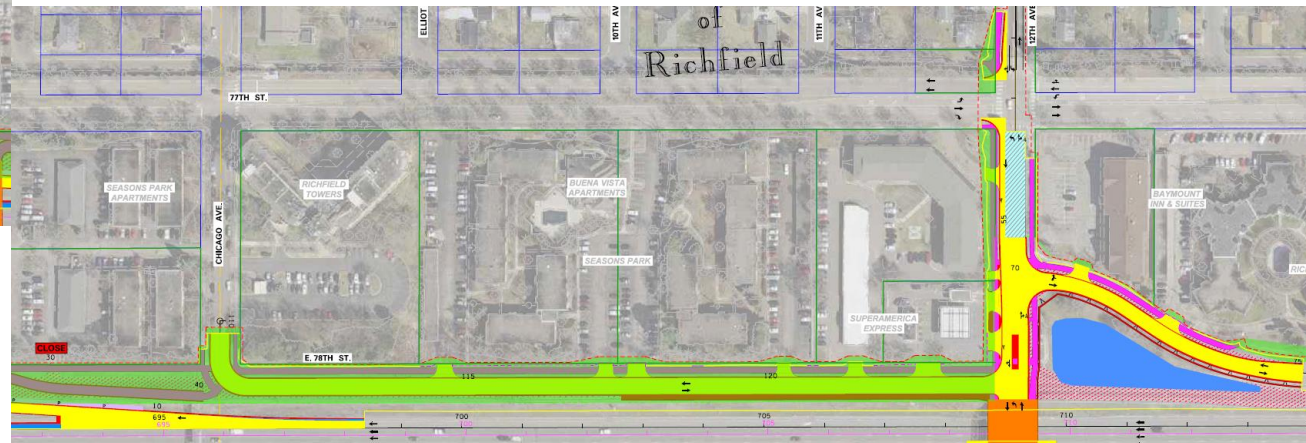


Right-of-Way Needs

I-494 and Portland Ave



I-494 along frontage road between Chicago Ave and 12th Ave



Outreach update

First Construction Project Outreach

- Virtual Open House updates
- Penn Fest Pop-up Workshop – 09/19
- Richfield Public Open House – 10/13
- Bloomington Public Open House – 10/19

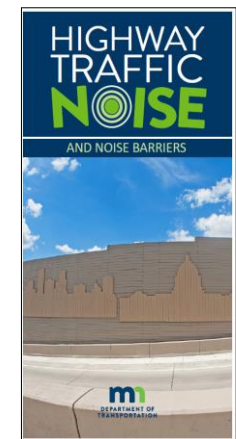
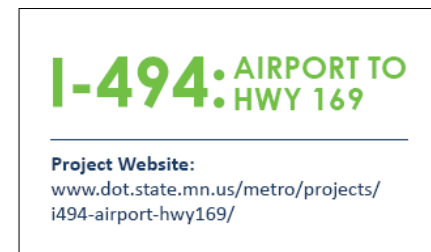


11/23/2021



Open House Materials:

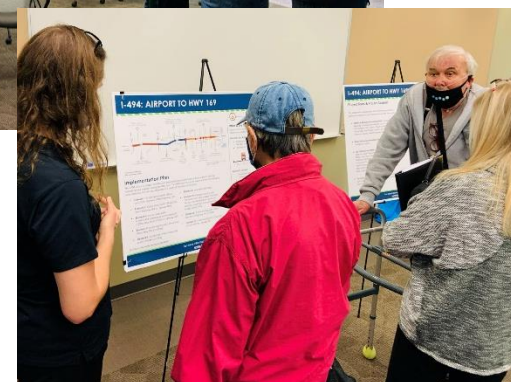
- **Municipal Consent Layouts on tables**
- **Recorded Presentation with background information**
- **Handouts with website links and brochure on noise wall process**



First Construction Outreach

Richfield Public Open House

- Approx. 35 participants
- Attendee comments included:
 - General support for project
 - Concern for businesses impacted by ROW needs
 - Questions on change in travel patterns and access to specific locations

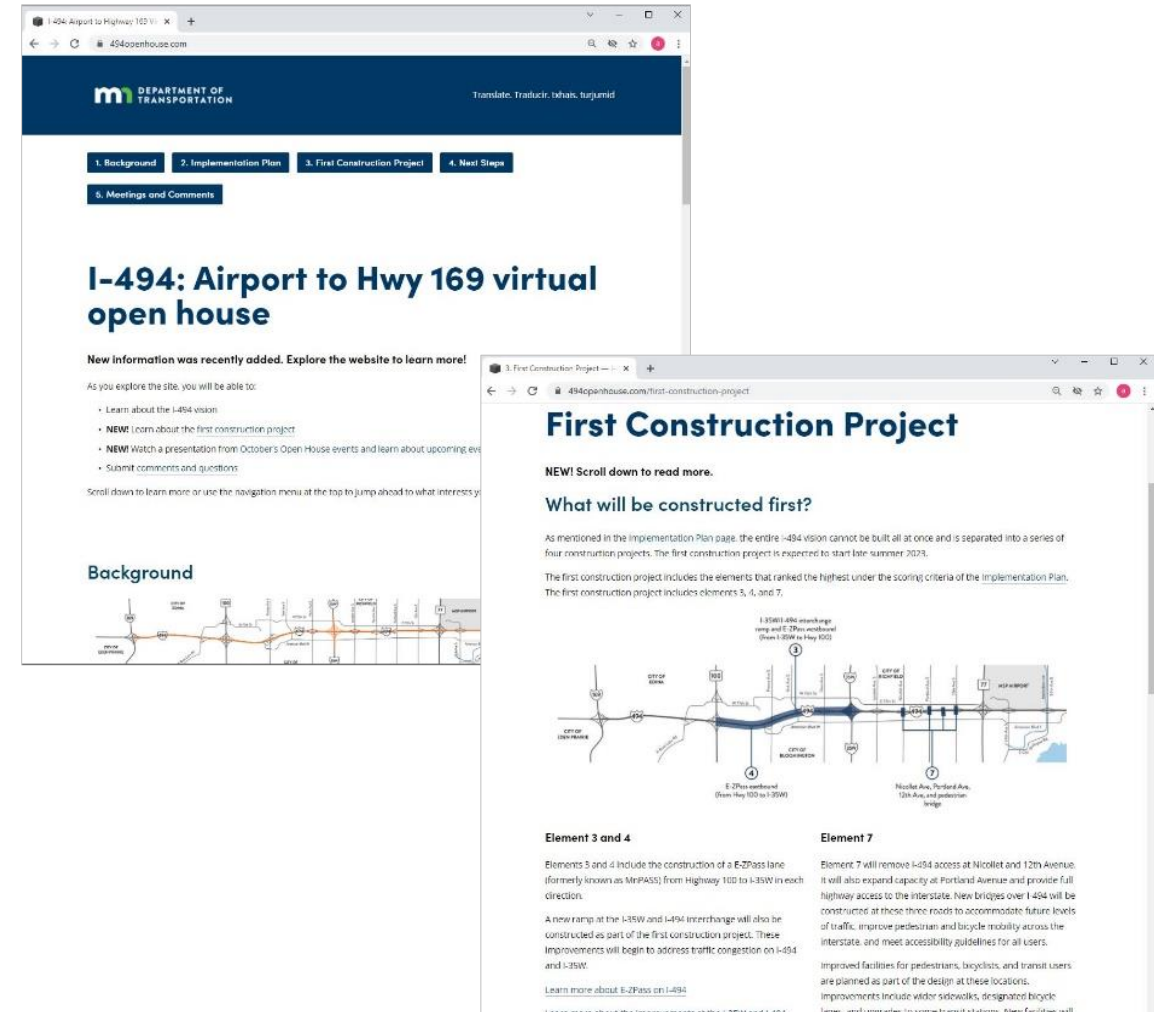


Virtual Open House

Richfield Public Open House

- Updates highlight first construction project

Approx. 1,600 visitors
between September and
October



Cost Participation

- **Current estimate for City of Richfield cost share - \$1.1 Million**

- a) Roadway Reconstruction - \$52,000
- b) Bridge Reconstruction - \$200,000
- c) Sidewalks & Trails - \$275,000
- d) Lighting - \$210,000
- e) Signal Replacement - \$125,000
- f) Contingency & Engineering - \$238,000

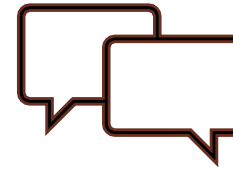
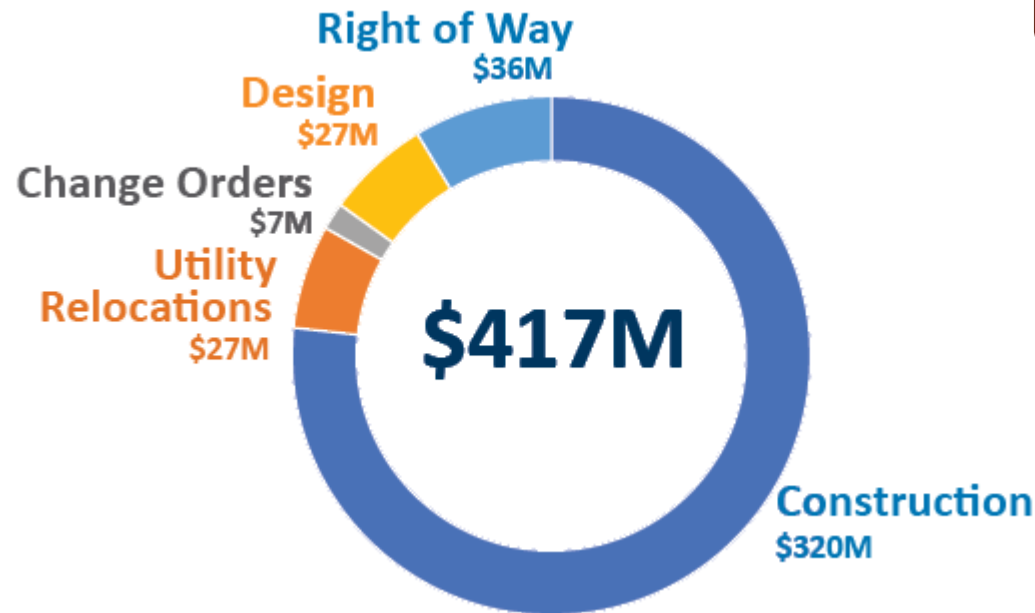
- **Items still exploring**

- a) Drainage
- b) Utility Relocations
- c) VQM – Aesthetics
- d) Long-term maintenance/ownership

Next Steps



FIRST PROJECT COSTS



ONGOING OUTREACH

Environmental review process, noise wall locations and local aesthetic recommendations



CONSTRUCTION

Construction is planned to begin in late summer 2023

FUNDING SOURCES

Corridors of Commerce, Local, State and Federal funds will be used

For more information and provide comments



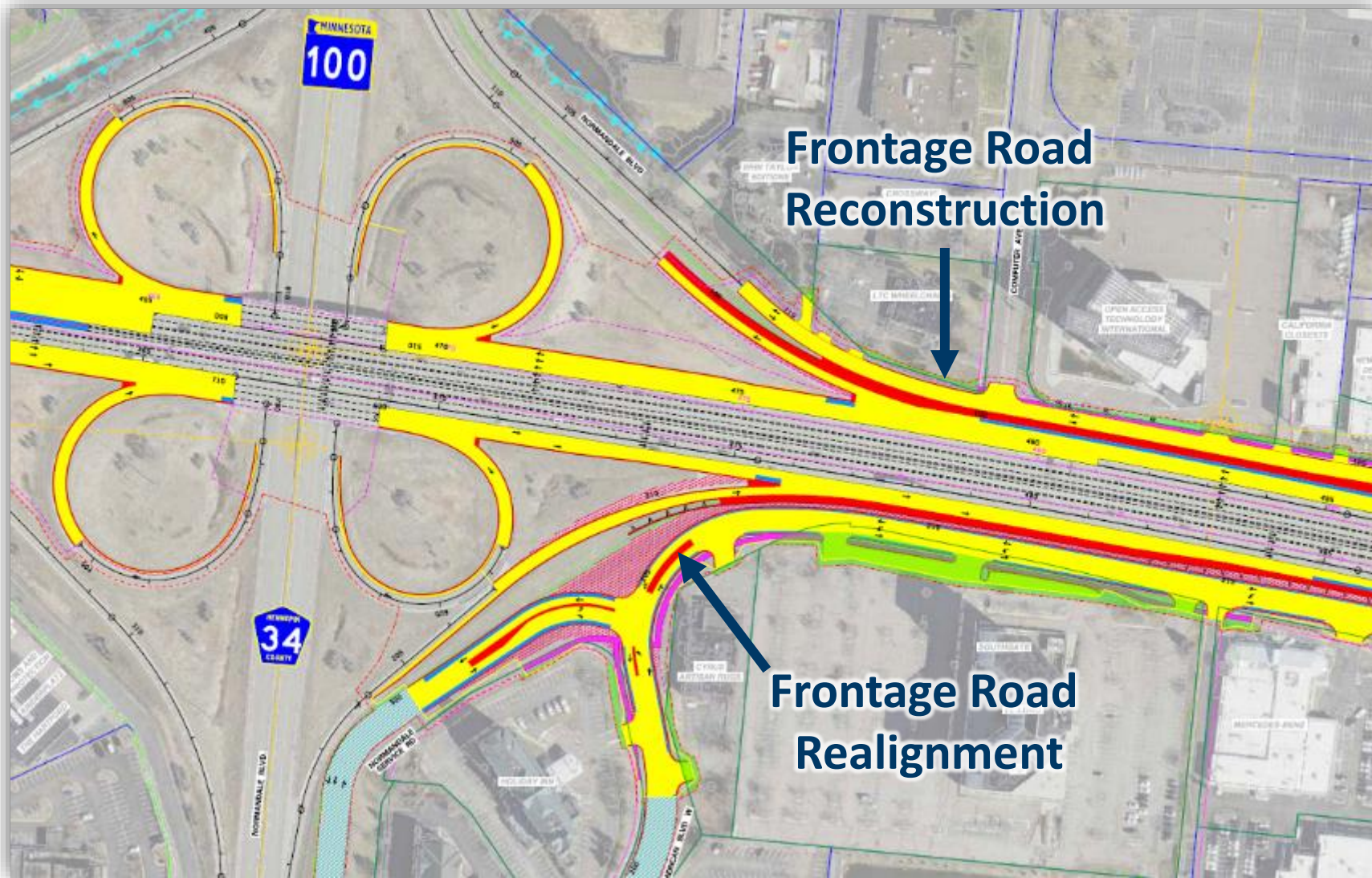
Visit the MnDOT I-494 website:

<http://www.dot.state.mn.us/metro/projects/i494-airport-hwy169/index.html>

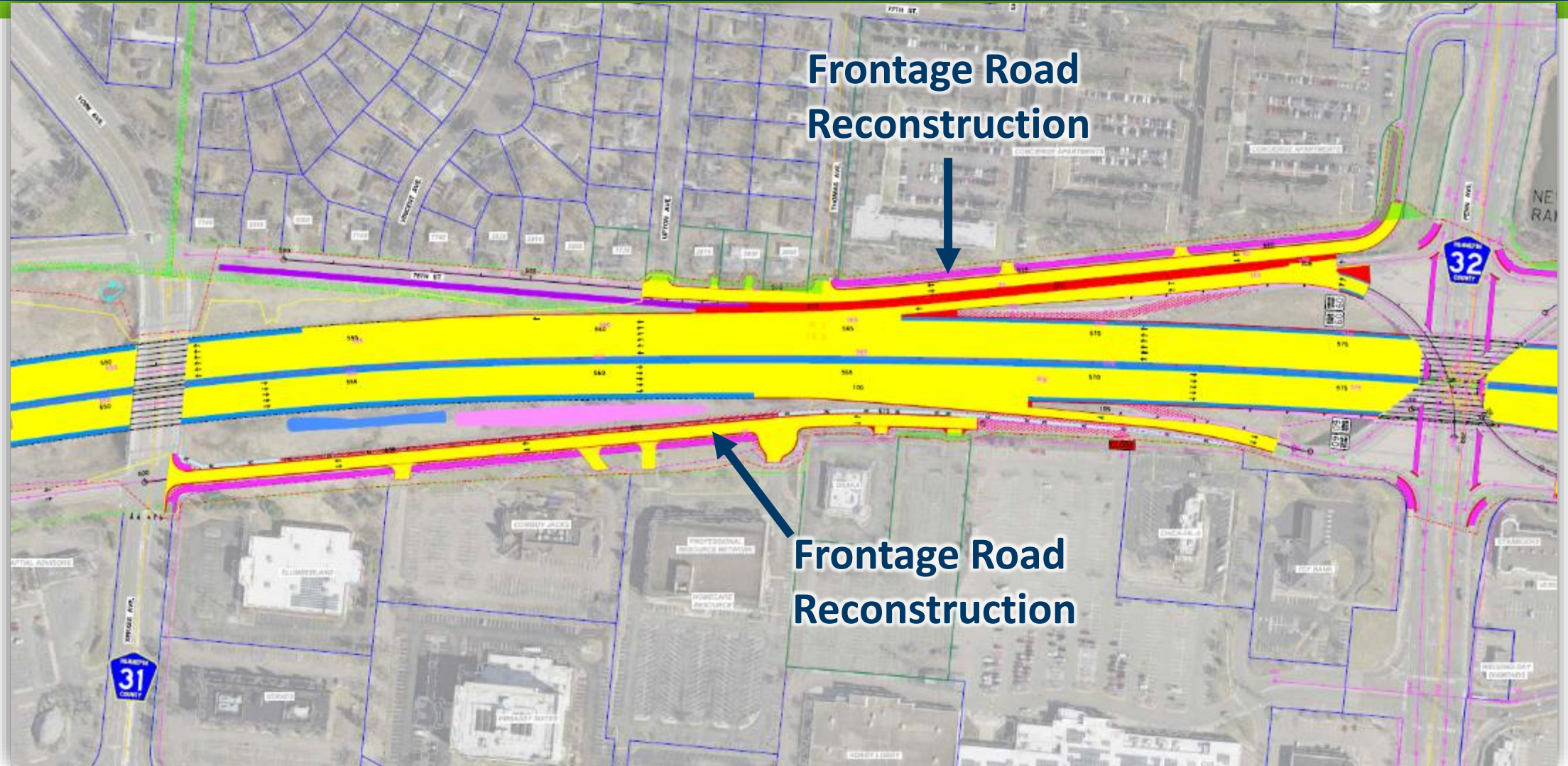
Visit the online open house website:

<https://www.494openhouse.com/>

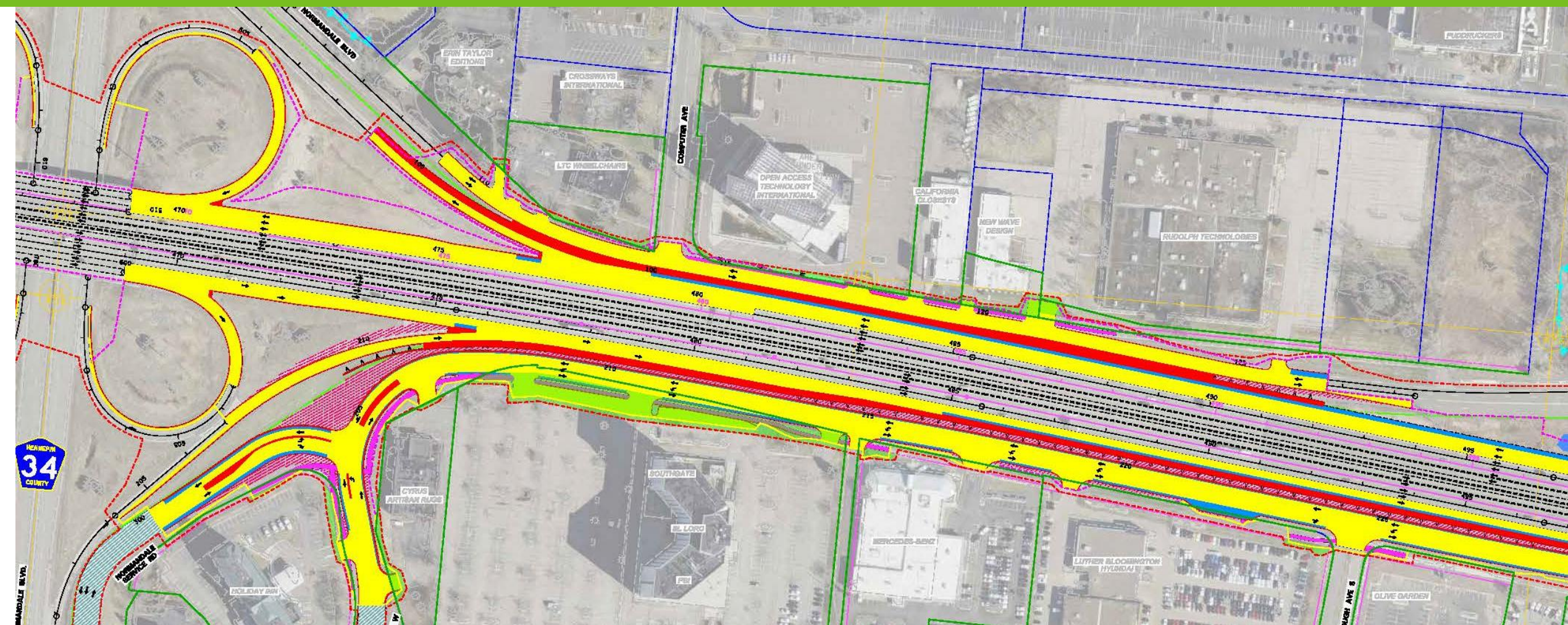
Mainline Capacity Expansion



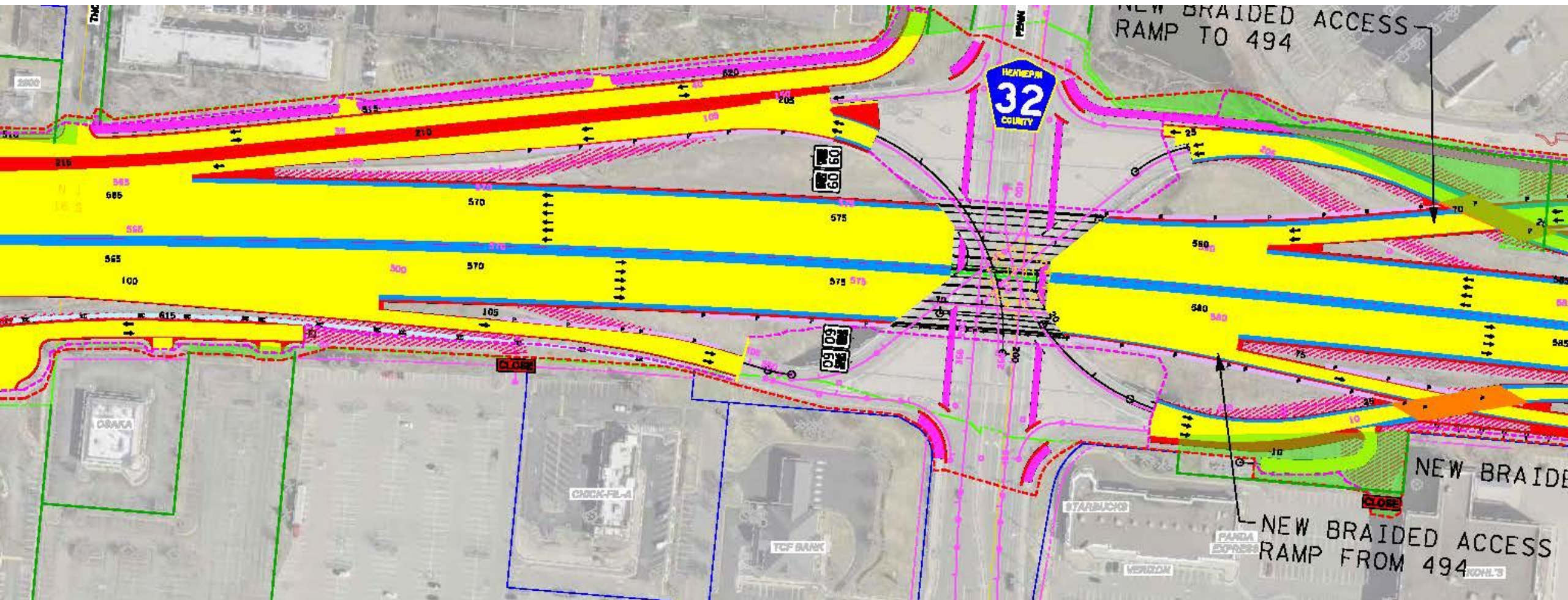
Mainline Capacity Expansion



Right-of-Way Needs



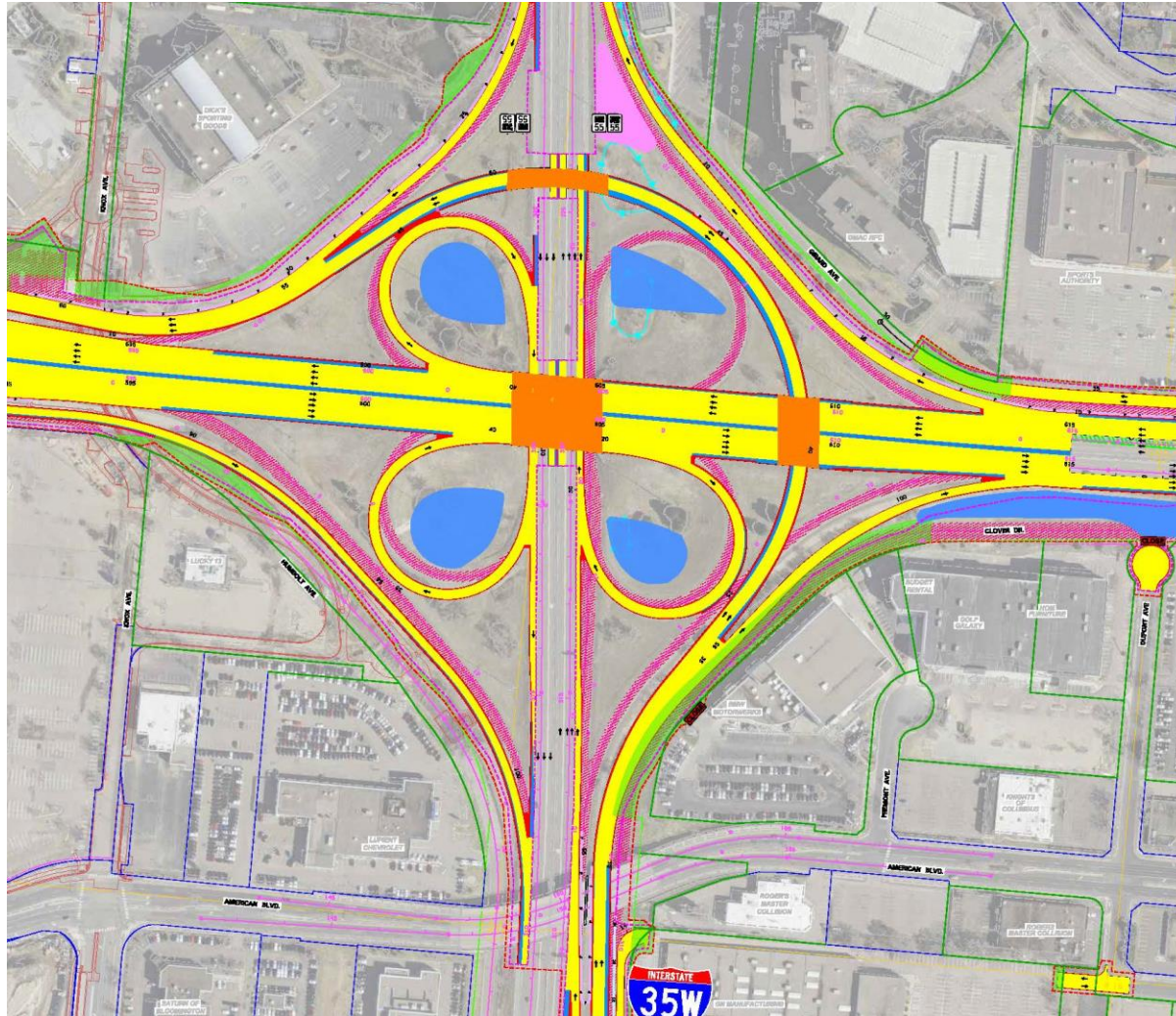
Right-of-Way Needs



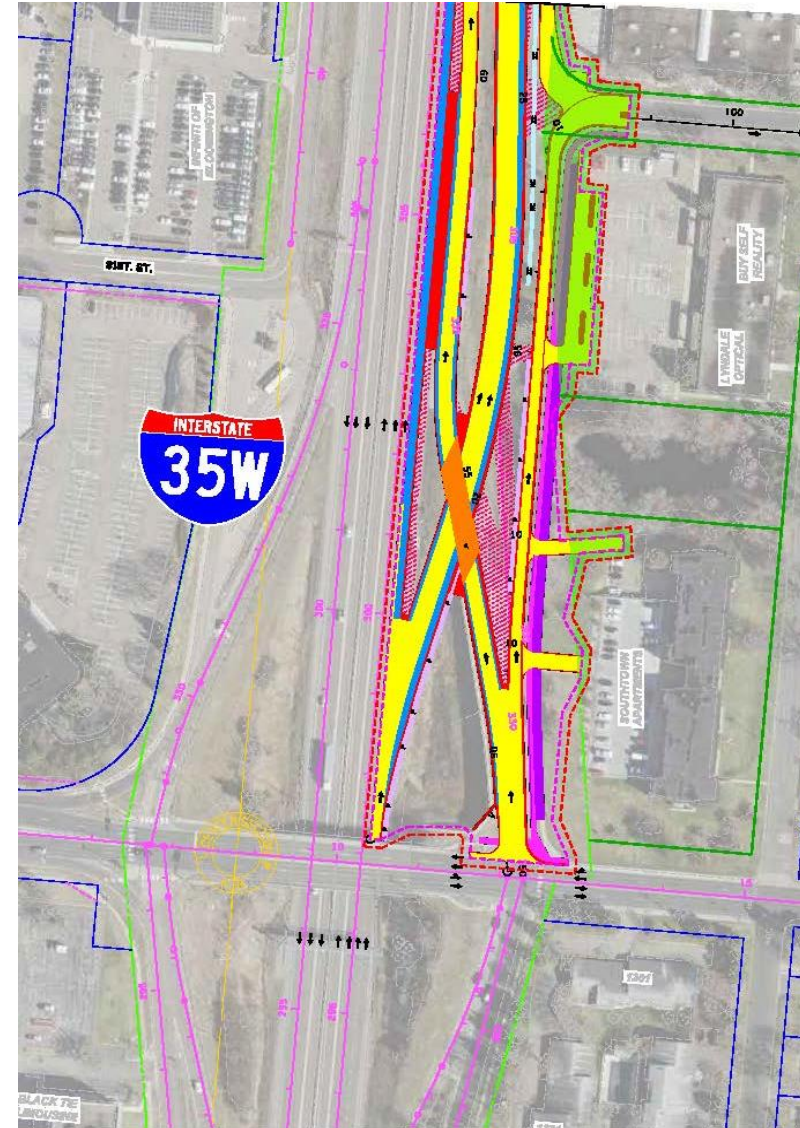
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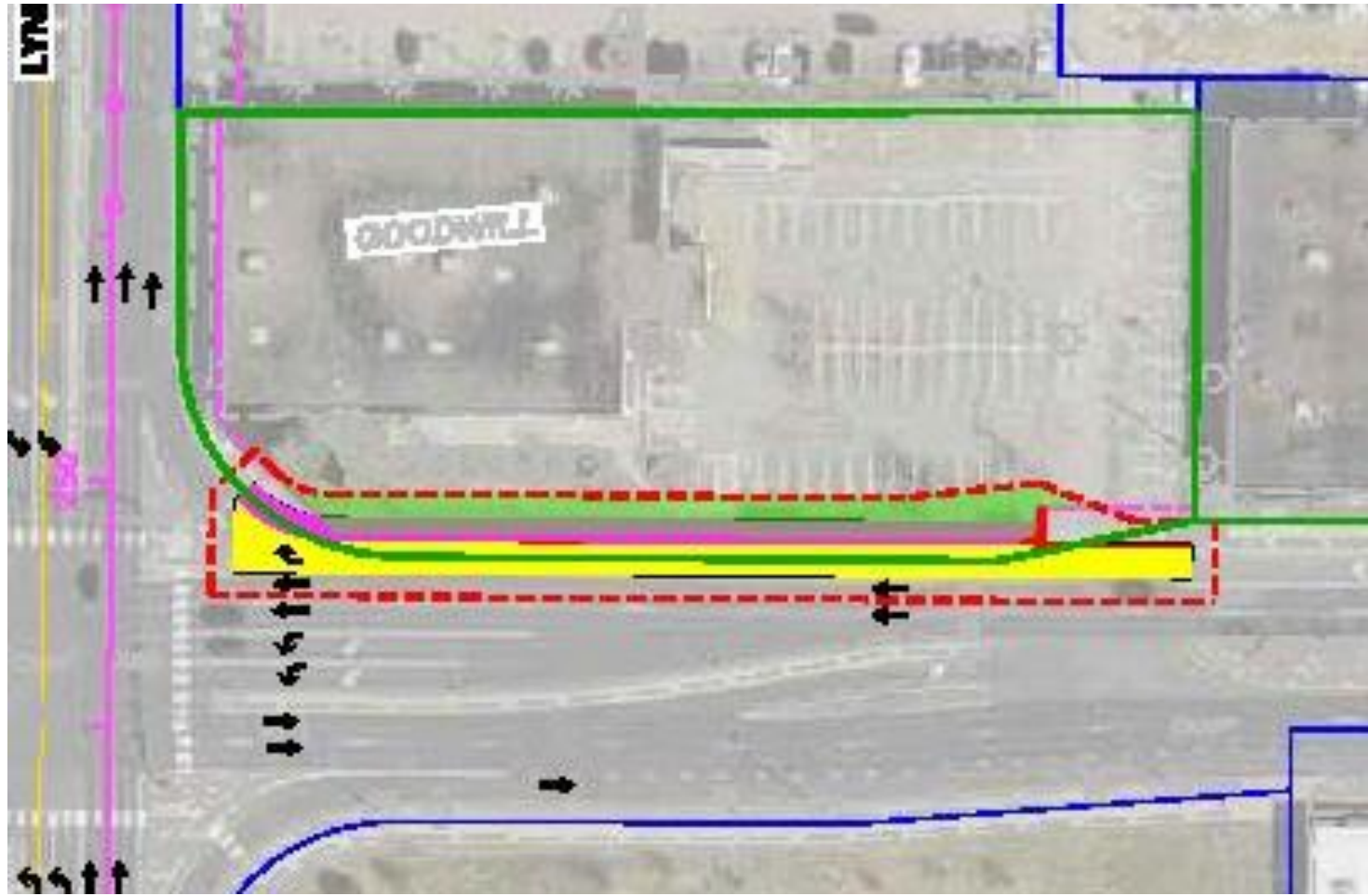
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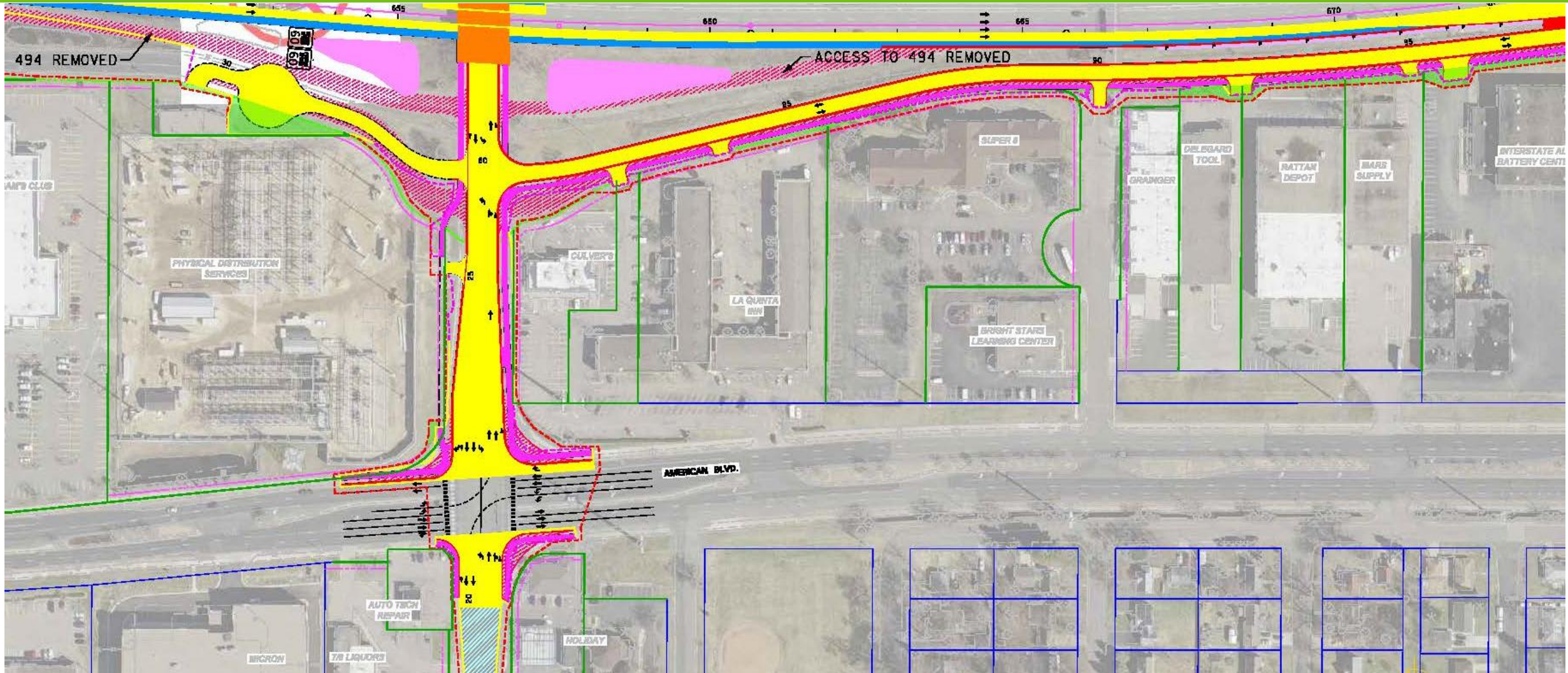
11/23/2021



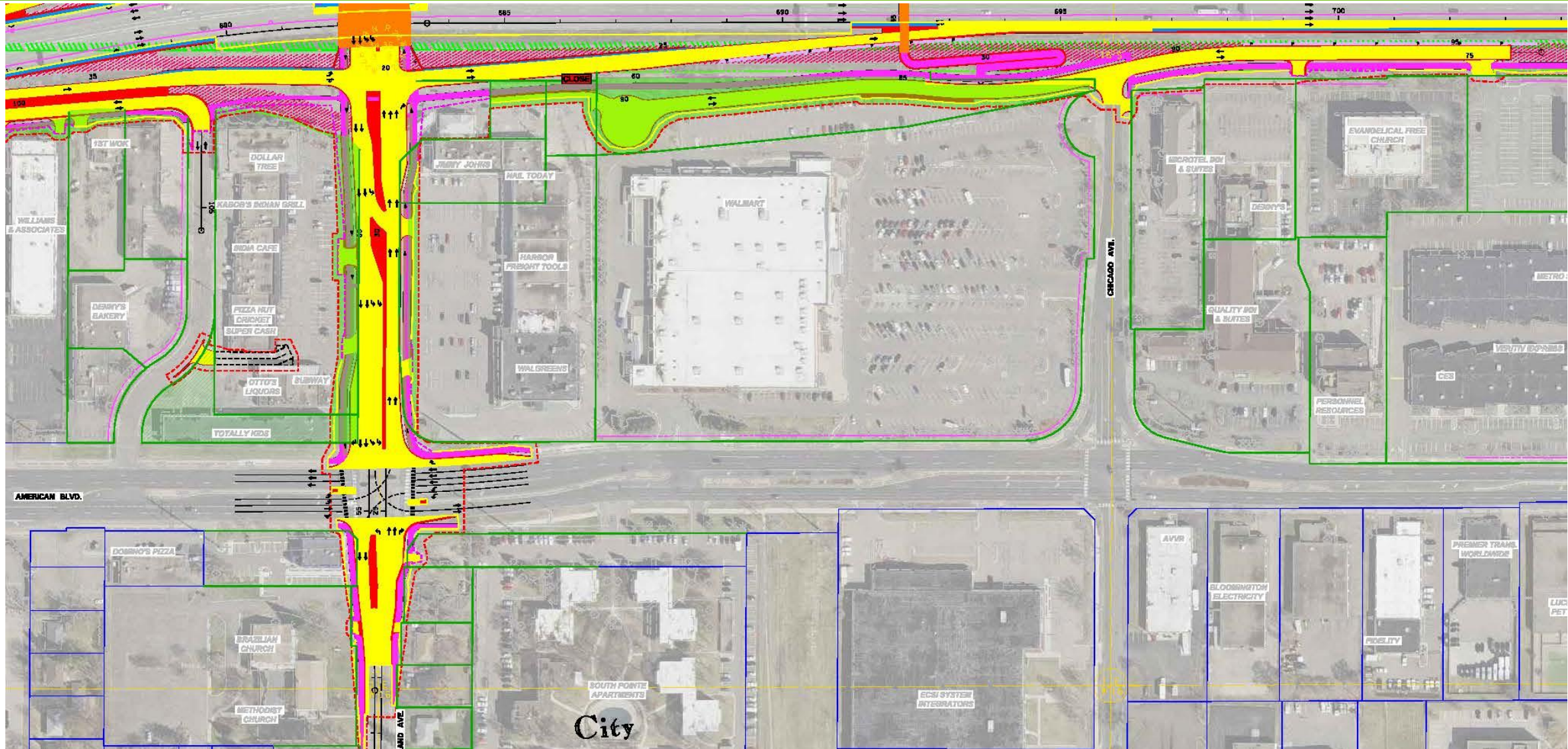
Right-of-Way Needs



Right-of-Way Needs



Right-of-Way Needs





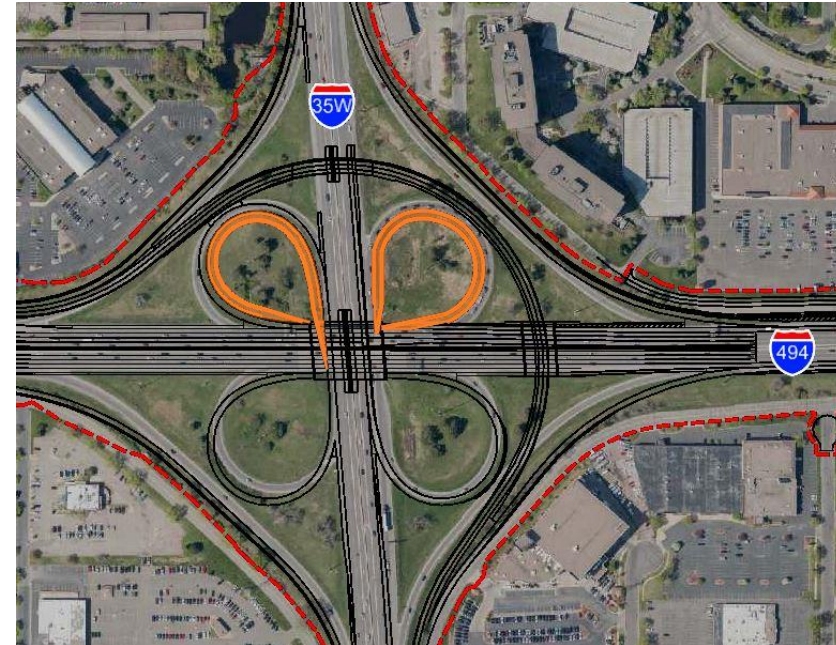
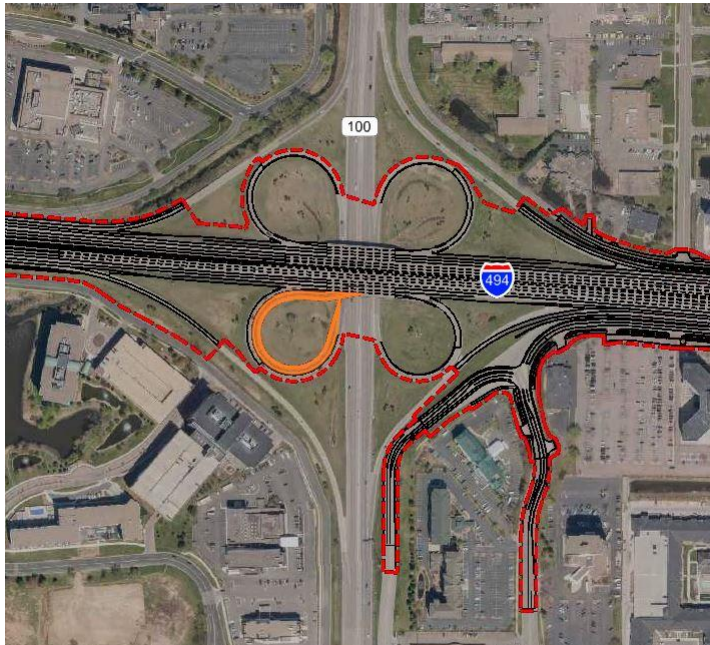
First Construction Project Staging

First Construction Project Staging

- 2023

- a) Begin Design
- b) Minor temporary construction

Legend	
Temporary Construction	
Permanent Construction	



First Construction Project Staging

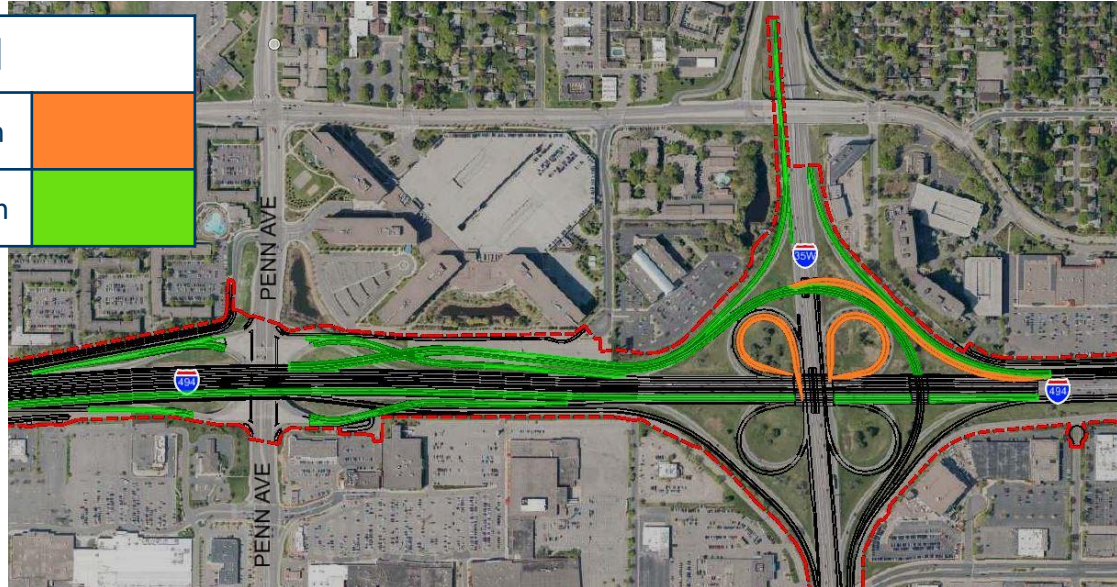
- 2024

- Complete Design

- Construct

- a) 494 EB widening
 - b) Penn Ave ramps and 35W north side ramps
 - c) 35W fly over for turbine interchange
 - d) Pedestrian bridge near Portland Ave



Legend	
Temporary Construction	Orange
Permanent Construction	Green



First Construction Project Staging

- 2025

- Construct

Legend	
Temporary Construction	
Permanent Construction	

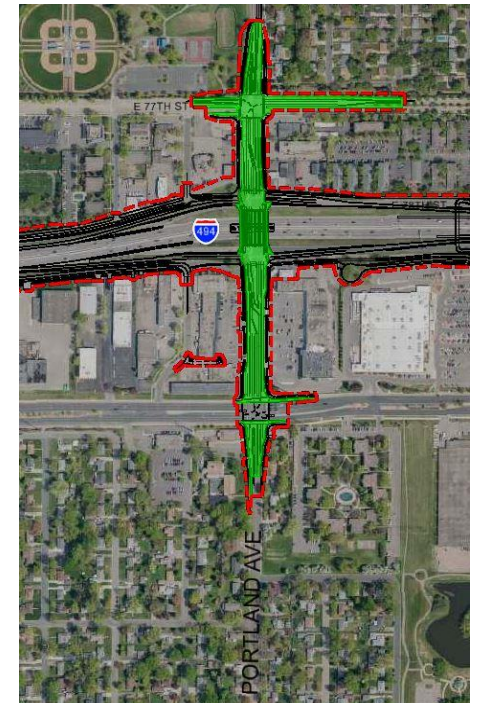
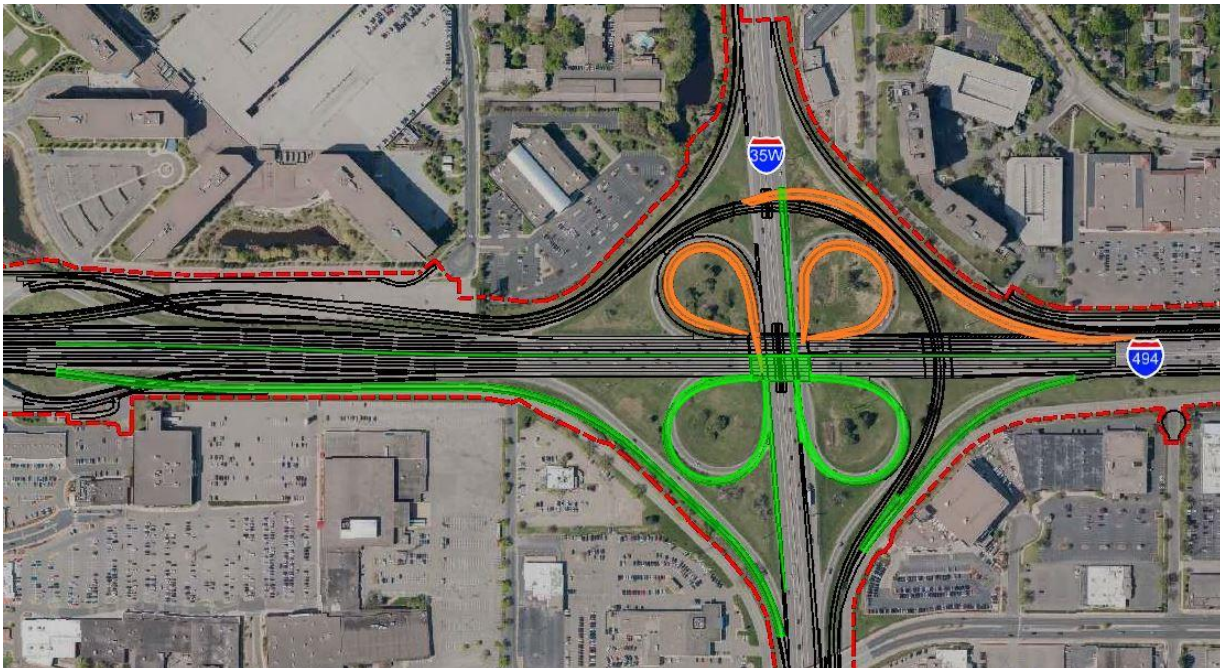
- a) 494 Medians

- b) 494 EB half of 35W bridge and turbine bridge

- c) WB 494 Traffic bypass using turbine at 35W

- d) South half of 35W/494 ramps

- e) Portland Ave and bridge



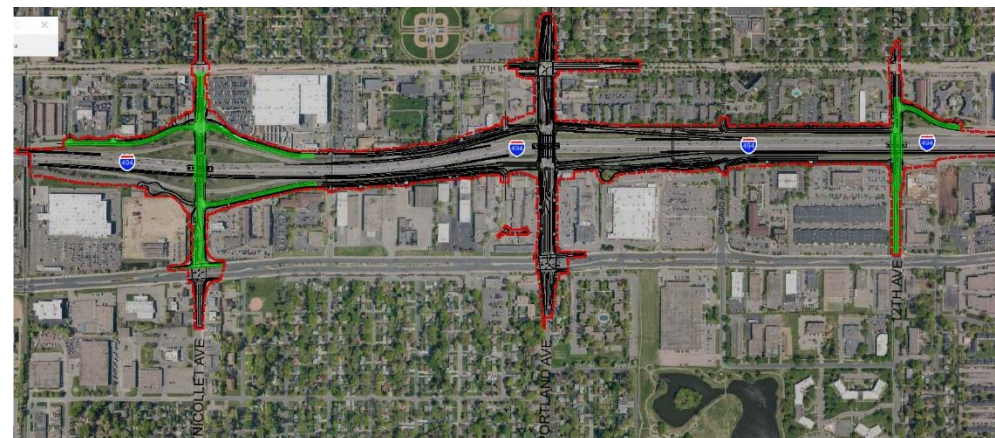
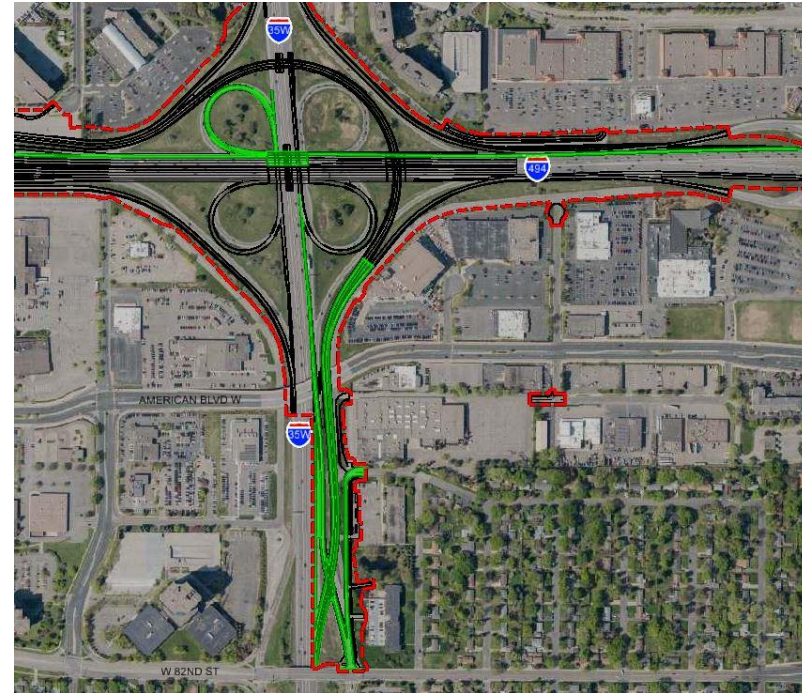
First Construction Project Staging

- 2026

- Construct

Legend	
Temporary Construction	Orange
Permanent Construction	Green

- a) 494 WB widening and completion of remaining roadway
- b) 494 WB half of 35W bridge and turbine bridge
 - WB 494 Traffic bypass using turbine at 35W
- c) 82nd St / 35W braid bridge
- d) Nicollet Ave bridge and 12th Ave bridge





STAFF REPORT NO. 35
CITY COUNCIL MEETING
2/22/2022

REPORT PREPARED BY: Lynnette Chambers, Multifamily Housing Coordinator

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
 2/15/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
 2/16/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of funding allocations for non-profit agencies to provide social services to the residents of Richfield and authorization of the City Manager to execute agreements with those agencies.

EXECUTIVE SUMMARY:

The 2022 City Budget includes funding for organizations that provide social services that are deemed to be of benefit to the City and the community in general. The 2022 Budget includes \$72,600 for this purpose.

In November 2021, staff distributed a Request for Proposals for Social Services to non-profit agencies serving the City of Richfield for services to be provided in 2022.

A total of 8 proposals were received from the following agencies:

- Headway Emotional Health (The Storefront Group)
- Cornerstone Advocacy Services
- The Family Partnership
- Transportation Resources to Aid Independent Living (TRAIL)
- Volunteers Enlisted to Assist People (VEAP)
- Loaves and Fishes
- Senior Community Services
- Modulo De Informacion De Recursos Y Apoyo (MIRA)

The proposals represent a wide variety of social services offered to Richfield residents.

The organizations requested a total amount of \$98,285, exceeding the City's available funding by \$25,685.

Two Richfield residents assisted two staff members and one Council member in the review of proposals and subsequent funding recommendations. The review committee's recommendations took into account the type of service(s) to be provided, the target population(s) to be served, and past performance of the social service agency. The following table details the review committee's recommendations:

Organization	2022 Proposal Request	2022 Recommendation
--------------	-----------------------	---------------------

Headway/Storefront	\$12,000	\$8,000
Cornerstone	\$15,000	\$12,000
TRAIL	\$3,000	\$3,000
VEAP	\$25,000	\$22,000
Loaves and Fishes	\$8,000	\$6,600
The Family Partnership	\$15,000	\$10,000
Senior Community Services	\$10,000	\$7,500
MIRA	\$5,285	\$3,500
TOTAL	\$98,285	\$72,600

A complete overview of all services to be provided by the various organizations is attached.

RECOMMENDED ACTION:

By motion: Approve the funding recommendations for non-profit agencies providing social services to residents of Richfield and authorize the City Manager to execute agreements for services with those agencies.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City of Richfield has historically allocated funds on an annual basis to social service agencies serving the Richfield community. In 2012, the City was required to make changes to its funding practices due to independent audit findings, resulting in the discontinuation of grant funding to social service agencies beginning in 2013.
- The City is not authorized to provide grant funding to social service agencies; however, it has been determined that the City can enter into agreements for services with agencies for specific services that are compatible with City activities.
- The 2022 recommendations are based on the following criteria:
 - Demonstrated need of the proposed service for the targeted population.
 - Compatibility with City functions/activities.
 - Partnership and/or assistance with various City services (e.g., public safety).
 - Efforts to serve low-income persons of all races/cultures/ethnicity.
 - Demonstrated value to the community.
 - Past performance.
 - Cost of services and number of persons served.
 - Certified Non-Profit agency.
- The following chart provides a three-year history of the City of Richfield social service funding to the responding agencies (fields left blank indicate no proposal was made or proposal not funded):

Organization	2019	2020	2021
Headway	\$9,000	\$8,000	\$8,000
Cornerstone	\$12,500	\$10,550	\$10,550
TRAIL	\$4,250	\$4,000	-
VEAP	\$21,230	\$21,230	\$21,160
Loaves and Fishes	\$8,000	\$6,000	\$6,000
The Family Partnership	-	\$10,000	\$10,000
Senior Community Services	\$9,000	\$7,500	\$7,500
MIRA	\$2,000	\$3,200	\$3,270
Richfield Family Stability Group	\$4,500	-	-
Planned Parenthood	-	-	\$4,000
TOTAL	\$70,480	\$70,480	\$70,480

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

To partner with other agencies as warranted and practical to assist in the delivery of services to City residents.

C. CRITICAL TIMING ISSUES:

- Services are to be provided in the calendar year 2022.
- Several of these organizations have experienced increased demand for services and greater costs due to the COVID-19 pandemic. These organizations may qualify for additional allocations of the City's American Rescue Plan Act (ARPA) funds. Planning and decisions regarding the bulk of ARPA funds will be part of the strategic planning and budgeting processes; however, the Council may be asked at a future meeting to direct some funds toward immediate needs.

D. FINANCIAL IMPACT:

- A City Council/Administration 2022 allocation of \$72,600 is budgeted for social services. This is a 3% increase from budget year 2021.
- The amount requested exceeded the City's available funding by \$28,285.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreements to be executed by the City Manager upon approval.

ALTERNATIVE RECOMMENDATION(S):

- Approve the recommendations with revised allocations.
- Do not approve the recommendations.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of the Social Service Agencies have been invited to attend.

ATTACHMENTS:

Description	Type
□ 2022 Description of Services	Backup Material
□ 2022 Social Service RFP	Backup Material

CITY OF RICHFIELD

2022 APPLICANT SERVICES DESCRIPTIONS FOR OTHER AGENCY DIVISION SOCIAL SERVICE FUNDING ASSISTANCE

Agency-Program	Description of Services
<i>Headway/The Storefront Group – Youth Counseling Program</i>	Provide outpatient services, community based counseling, case management, and supportive services to youth and families in Richfield.
<i>Modulo de Informacion, Recursos y Apoyo (MIRA)</i>	<p>Funding is to support MIRA’s ongoing services to assist the City of Richfield to address areas of need identified in the 2019 survey and 2020 focus groups with Latino residents in four primary ways:</p> <ul style="list-style-type: none"> • Greater engagement of Latino Residents, • Increased safety and well-being of Latino Residents, • Build City’s reputation, and • Increased awareness of MIRA as a City resource.
<i>Cornerstone Advocacy Service – Crisis Intervention</i>	<p>Funding is to support Cornerstone’s full continuum of services. Cornerstone provides comprehensive services for Richfield residents who have experienced domestic violence, sexual violence, human trafficking and general crime.</p> <p>Cornerstone is a pioneer in developing primary prevention and early intervention programs for children and youth. Cornerstone offers crisis intervention services 24/7 and their emergency shelter provides safe refuge when a victim is in imminent danger of assault. Cornerstone provides assistance to victims needing to file an Order for Protection or Harassment Order without cost to that victim.</p>
<i>Loaves & Fishes – meals, referrals, and advocacy services</i>	Loaves and Fishes is a long-established, volunteer-driven, nonprofit organization providing healthy meals people in need. Our holistic recipe for success is predicated on the knowledge that food is medicine and a basic human right, serving just any kind of meal to hungry residents is shortsighted and ultimately more costly, and proper nutrition helps open the door to opportunity. Loaves and Fishes offer prepared meal service with social service advocacy at 2 community-access locations – at Hope Presbyterian Church and Woodlake Lutheran Church in Richfield. Our robust food rescue operation, as well as our status as the only Minnesota redistributor of Second Harvest Heartland food, supports our meal services in the city of Richfield.
<i>Senior Community Services</i>	Senior Outreach provides service/case management and supportive counseling to frail older adults and their caregivers to help senior remain as independent as possible and to assist caregivers in providing care while maintaining balance in their lives.
<i>TRAIL (Transportation Resource to Aid Independent Living, Inc.)</i>	Transportation is something most of us take for granted. For adults with developmental disabilities, it can be limited and expensive. TRAIL meets this need by providing subsidized transportation to recreation, leisure and educational program offered by AR&LE (Adaptive Recreation & Learning Exchange) in Richfield. TRAIL contracts services with transportation provider and subsidizes 80% of the actual costs, allowing riders to pay an affordable \$2 roundtrip.
<i>VEAP (Volunteers Enlisted to Aid People)</i>	<p>VEAP’s Social Services program’s primary goal is to stabilize housing and create a path to consistent stability for low-income individuals, seniors, youth, and families living in or connected to the Richfield community. VEAP strives to do this by providing food, financial, and supportive services that increase access to healthy food and stable housing, minimize or prevent crises, and increase participant resourcefulness.</p>

The Family Partnership

The Family Partnership's School-Linked Mental Health program provides one-to-one mental health therapy co-located within Richfield Public Schools. Family Partnership's also acts as a mental health resource for school staff, students, and parents, providing referrals as well as vital information on mental health. Family Partnership is currently working in Richfield STEM Elementary School, Centennial Elementary, and Richfield Pre K programs.

CITY OF RICHFIELD
REQUEST FOR PROPOSALS FOR
SOCIAL SERVICES
2022

The City of Richfield is seeking proposals for social services from non-profit agencies serving the City of Richfield. Funding parameters and priority goals for the purpose of making the best use of funds are as follows:

Funding Parameters

- Any non-profit organization is eligible to apply.
- Projects must serve Richfield residents.
- Services must be compatible with City functions and activities.

Priority Goals

Projects must address at least one of the following areas:

- Services for vulnerable senior residents.
- Services for individuals, families, teens and/or children at risk.
- Housing support services for low-income persons and persons at risk.

Award Criteria

Proposals must meet one or more of the following criteria:

- Demonstrated need of the proposed service for the targeted population.
- Compatibility with City functions/activities.
- Partnership and/or assistance with various City services (i.e., public safety).
- Efforts to serve low-income persons of all races/cultures/ethnicities.
- Demonstrated value to the community.
- Certified Non-Profit agency.

Proposal's must be submitted by 4:30 p.m. December 31, 2021

LATE PROPOSALS WILL NOT BE ACCEPTED

Proposals must be submitted by 4:30 p.m. December 31, 2021

LATE PROPOSALS WILL NOT BE ACCEPTED

PROPOSAL SUBMISSION INSTRUCTIONS

The information requested in the attached Request for Proposals must be addressed in your proposal.

Submit **1 electronic copy** of your agencies proposal by **4:30 p.m. December 31, 2021** (**LATE PROPOSALS WILL NOT BE ACCEPTED**) to:

Lynnette Chambers
City of Richfield
6700 Portland Avenue
Richfield, MN 55423
Ichambers@richfieldmn.gov

Applicants may be asked to respond in writing to additional questions. The Richfield City Council will tentatively award contracts for services in February 2022.

Agencies awarded contracts will be required to sign a service agreement for calendar year 2022 and submit semi-annual reports on service outcomes.

Please contact Lynnette Chambers at 612-861-9773 or Ichambers@richfieldmn.gov with any questions.

Proposals must be submitted by 4:30 p.m. December 31, 2021

LATE PROPOSALS WILL NOT BE ACCEPTED

CITY OF RICHFIELD

2022 REQUEST FOR PROPOSALS FOR SOCIAL SERVICE ASSISTANCE

Proposals for social services must include the following:

PROPOSAL HEADING

1. Agency name, address, contact person, and phone/fax/email
2. Amount of request
3. Brief description of service(s) provided
4. Identify priority area(s) you are addressing:
 - a) Services for vulnerable senior residents
 - b) Services for individuals, families, teens and/or children at risk
 - c) Housing support services for low-income persons and persons at risk
 - d) Other: Please Specify
5. Explain how the services you are proposing to provide will benefit the City of Richfield.
6. Explain any formal or informal partnership you have with the City of Richfield (i.e., assisting Public Safety through the services you provide, etc.)

ADMINISTRATION

1. Provide a mission statement for your agency.
2. Provide verification of your organization's non-profit legal status.
3. Indicate your **total agency budget** for 2022.
4. Indicate your **proposed project budget** for 2022. Itemize proposed expenses and describe as applicable. Indicate both proposed City funds and other funds to support the project.

PROGRAM

1. Describe service to be funded, including:
 - a) Brief statement detailing the service and how it is provided
 - b) Target population(s); estimated number of **unduplicated** individuals you plan to serve residing in the City of Richfield
 - c) Eligibility criteria and process
 - d) How clients are involved in the planning process for service
 - e) Desired client outcomes and methods of evaluating and measuring client progress (use attached "Proposed Outcome/Evaluation Methods" form)
3. Demonstrate the need for the proposed service.
4. Describe outreach efforts to target populations, including immigrant and low-income individuals.

***Please contact Lynnette Chambers at 612-861-9773 or
lchambers@richfieldmn.gov with any questions.***

Proposals must be submitted by 4:30 p.m. December 31, 2021

LATE PROPOSALS WILL NOT BE ACCEPTED

**City of Richfield Social Service Programs - 2022
Proposed Outcomes/Evaluation Methods**

Name of Applicant Organization: _____
Address: _____
Contact Person: _____
Phone: _____ **Email:** _____
Brief description of service(s):

Outcomes: State 3 to 5 measurable outcomes of proposed service(s) – <u>relate outcomes to client progress</u> Outcomes indicate what result, benefit, or change would come from the service provided. Outcomes can be: 1) <i>initial</i> , such as increased knowledge, understanding, or skills; 2) <i>intermediate</i> , such as change in a specific behavior or attitude; or 3) <i>long term</i> , such as a change in the condition or status of people.	Indicators: Describe methods of evaluating proposed outcomes – <u>how you will measure client progress</u>