



**REGULAR CITY COUNCIL MEETING
VIRTUAL MEETING HELD VIA WEBEX
APRIL 27, 2021
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 on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Approval of the Minutes of the (1) City Council Work Session of April 13, 2021; and (2) City Council Meeting of April 13, 2021

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 the approval of the Amendment to the Small Wireless Facility Collocation Supplemental Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.
Staff Report No. 60
 - B. Consider the approval of the first amendment to the Nine Mile Creek Regional Trail Cooperative Agreement with Three Rivers Park District for trail extension construction as part of the 77th Street Underpass project.
Staff Report No. 61
 - C. Consider the Approval of the 77th Street Underpass Final Design Layout, Project Plans and Specifications and Authorize Project Bidding.
Staff Report No. 62
3. Consideration of items, if any, removed from Consent Calendar

PROPOSED ORDINANCES

4. Second reading to consider a proposed ordinance amendment to modify rules related to home occupations, and

summary publication of said ordinance.

Staff Report No. 63

5. Consider approval of a second reading of an ordinance rezoning property at the northeast corner of Lyndale Avenue and 65th Street to Planned Mixed Use (PMU) and consider approval of a resolution for a variety of land use approvals for a mixed use Planned Unit Development.

Staff Report No. 64

PUBLIC HEARINGS

6. Conduct a public hearing and consider:
 - the second reading of a transitory ordinance vacating a portion of the Lyndale Avenue right-of-way and utility easements;
 - a resolution authorizing summary publication of said ordinance; and,
 - a resolution approving a preliminary plat for property located at the northeast corner of Lyndale Avenue and 65th Street.

Staff Report No. 65

7. Conduct a public hearing and consider approval of a second reading of an ordinance repealing Section 500 of the City Code and adopting a new Section 500 related to Plats and Subdivision Regulations and a resolution authorizing summary publication of said ordinance.

Staff Report No. 66

RESOLUTIONS

8. Consider the approval of a resolution of support for the Community Project Funding (CPF) grant application in the amount of \$50,000,000 for "Project 1" of the I-494: US 169 to MSP Airport vision.

Staff Report No. 59

9. Consider the adoption of a resolution approving revisions to the Inclusionary Affordable Housing Policy.

Staff Report No. 68

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

April 13, 2021

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:45 p.m. virtually via WebEx.

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

Staff Present: Katie Rodriguez, City Manager; Jay Henthorne, Chief of Police; Martin Costello, City Prosecutor; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant.

Item #1	REVIEW THE PRE-TRAIL DIVERSION, EXPUNGEMENTS, AND BAIL REFORM AS IT RELATES TO THE CITY OF RICHFIELD PROSECUTIONS.
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Attorney Costello presented on a variety of items including:

- Explanation of a municipal prosecutor;
- Difference between a civil city attorney and county attorney;
- Duties of a municipal prosecutor;
- Prosecuting criminal and traffic offenses;
- Prosecuting ordinance violations; and
- Bail, diversion and expungement in a criminal prosecution.

Council Member Hayford Oleary asked if fines are not a main part of punishment.

Attorney Costello explained the fines are defined by legislators and has not kept up with inflation rate. Therefore, a judge has the opportunity to adjust time served and community service.

Council Member Hayford Oleary stated concern with the various options available, seem to favor wealthy people.

Attorney Costello stated that is a valid critique of the justice system which often describes privileged people. He spoke of the constant struggle to encompass all people and life situations.

Council Member Whalen suggested going away from a cash bail system. He would also like to see systems put in place where individuals who have the opportunity to get their record expunged, be able to take advantage from start instead of having to jump through hoops later on in the process.

Attorney Costello commented on various states doing away with cash bail but stated some concerns.

Council Member Trautmann thanked Attorney Costello for the presentation and frank assessment of the short comings of the justice system. He requested future discussions on tackling the challenges within the system.

Attorney Costello supplied his personal background and stated some challenges he has faced in his career. He also stated he would take any comments or concerns and have future discussions to address the comments.

Council Member Supple thanked Attorney Costello for the comprehensive report.

Mayor Regan Gonzalez reiterated the changes to cash bail would need to be made at the state level.

Attorney Costello commented that at the state level there are some adjustments but Minnesota constitutional law states all offenses are bailable.

Mayor Regan Gonzalez thanked Attorney Costello for acknowledging the inequities and wondered how the council and public safety could work together to move change forward.

Attorney Costello stated the city could develop ordinances to begin instituting some change. He also commented that policies and best practices should be developed to encompass all situations and the department (Public Safety Department) will begin to review next steps and let council decide on timeline.

Chief Henthorne stated that they can look at best practices and next steps, discuss with City Manager Rodriguez and then she share with council.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:51 p.m.

Date Approved: April 27, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting Virtual Meeting held via WebEx

April 13, 2021

CALL TO ORDER

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

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

Staff Present: Katie Rodriguez, City Manager; Pam Dmytrenko, Assistant City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Julie Urban, Housing Manager; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

Moment of silence to recognize the police involved killing of Daunte Wright, for his family and community.

OPEN FORUM

Senior Office 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@richfielmn.gov

Senior Office Assistant Wynn read a statement supplied: My name is Kathleen and I live at 6526 Stevens Ave So. I am here representing my neighborhood to ask for your assistance in amending and/or creating an ordinance that addresses noxious and/or toxic air emissions from small businesses, specifically noting laundromats.

Senior Office Assistant Wynn stated there were no callers.

APPROVAL OF MINUTES

M/Supple, S/Whalen to approve the minutes of the (1) Joint City Council/HRA/Planning Commission/Human Rights Commission Work Session of March 15, 2021; (2) City Council Work Session of March 23, 2021; and (3) City Council Meeting of March 23, 2021.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

Item #1	PRESENTATION TO RECOGNIZE IMMIGRANT DAY
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Mayor Regan Gonzalez read the proclamation.

Council Member Supple expressed gratitude to Unidos for bringing this forward as many families are in need of support and protection.

Council Member Hayford Oleary spoke of how it is a national issue that affects Richfield residents and hopes to see real change.

Council Member Trautmann echoed comments and will continue to support policies that make everyone welcome in the community.

Council Member Whalen stated this was an issue recently brought up in a discussion with US Representative Omar. It is an item that is out of Richfield jurisdiction but greatly impacts the Richfield community.

Mayor Regan Gonzalez spoke of a recent rally at Partnership Academy last weekend that attracted people from all over the state.

Item #2	PRESENTATION TO RECOGNIZE EARTH DAY 2021
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Mayor Regan Gonzalez presented the proclamation.

Council Member Whalen highlighted the ongoing work and thanked staff involved with the sustainability efforts.

Item #3	APPROVAL OF THE AGENDA
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M/Whalen, S/Hayford Oleary to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

Item #4	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

A. Consider the approval of a resolution authorizing the acceptance of grant funds in the amount of \$30,000 on behalf of the Richfield-Bloomington Watershed Management Organization from the Board of Water and Soil Resources. Staff Report No. 50

RESOLUTION NO. 11837

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT GRANT FUNDS FROM THE BOARD OF WATER AND SOIL RESOURCES ON BEHALF OF THE RICHFIELD-BLOOMINGTON WATERSHED MANAGEMENT ORGANIZATION (RBWMO)

B. Consider First reading to consider a proposed ordinance amendment to modify rules related to home occupations. Staff Report No. 51

C. Consider the approval of the resolutions to adjust the City's Municipal State Aid Street (MSAS) network. Staff Report No. 52

RESOLUTION NO. 11838

RESOLUTION REVOKING MUNICIPAL STATE AID DESIGNATION FROM CERTAIN CITY STREETS

RESOLUTION NO. 11839

RESOLUTION FOR MUNICIPAL STATE AID DESIGNATION OF CERTAIN CITY STREETS

D. Consider the approval of the Small Wireless Facility Collocation Supplemental Agreements with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way. Staff Report No. 53

E. Consider approval of a first reading of an ordinance repealing Section 500 of the City Code and adopting a new Section 500 related to Plats and Subdivision Regulations and schedule a second reading for April 27, 2021. Staff Report No. 54

F. Consider approval of the first reading of an ordinance rezoning property on the northeast corner of Lyndale Avenue and 65th Street as Planned Mixed Use (PMU) and consider approval of the first reading of a transitory ordinance vacating a portion of the Lyndale Avenue right-of-way and utility easements and schedule second readings for April 27, 2021. Staff Report No. 55

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

Council Member Hayford Oleary asked staff why item F includes vacating an easement.

Director Stark stated he will look into and have an answer at the second reading.

Council Member Supple expressed appreciation for the discussion from community regarding item B and was pleased to see a compromise and amendment.

Council Member Whalen emphasized the proposal in item B is different from the original due to input and feedback from the community and encouraged residents to reach out and offer comments.

Council Member Trautmann thanked Director Stark and the Community Development staff for continuously working with the community.

Council Member Hayford Oleary thanked the community for seeing the current rules didn't work and brought change to the table to better the community.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

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

Item #6	CONSIDER ADOPTION OF A RESOLUTION MODIFYING A HEALTH CARE SAVINGS PLAN FOR POLICE LIEUTENANTS, TEAMSTERS #320 BARGAINING UNIT EMPLOYEES. STAFF REPORT NO. 56
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Council Member Supple read staff report 56.

Assistant City Manager Dmytrenko stated every employee group within the city has a post-employment savings plan and employees pay 100% into the plans. Staff received the request from the police department to increase the plan.

M/ Supple, S/Whalen to adopt a resolution modifying a Health Care Savings Plan for eligible Police Lieutenants, Teamsters #320 bargaining unit employees.

RESOLUTION NO. 11840

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

Council Member Supple encouraged employees to set money aside for future healthcare needs whenever possible.

Mayor Regan Gonzalez echoed comments and stated it is a great option to build a savings account for additional costs.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford O'Leary: AYE

Whalen: AYE

Motion carried 5-0

Item #7	CONSIDER A RESOLUTION SUPPORTING THE CITY'S PARTICIPATION IN THE JUST DEEDS COALITION, WHICH WORKS TO FACILITATE THE REMOVAL OF DISCRIMINATORY COVENANTS FROM PROPERTY DEEDS. STAFF REPORT NO. 57
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Council Member Trautmann presented staff report 57.

Director Stark stated the map recognizes the high number of covenants in the southeast portion of Richfield which is also a highly concentrated area of poverty. The covenants not only had an impact but continue to impact the community.

Housing Manager Urban stated staff would like to take action as they became aware of disparity of BIPOC communities and owning a home. She appreciated the support to remove covenants as the government has been a part of the problem and would like to be part of the solution.

Council Member Trautmann thanked staff for all the work and raising awareness of the situation.

M/Trautmann, S/ Hayford Oleary to adopt a resolution condemning the use of discriminatory covenants, discharging discriminatory covenants on City-owned property, and approving participation in the Just Deeds Coalition.

RESOLUTION NO. 11841

RESOLUTION CONDEMNING THE USE OF DISCRIMINATORY COVENANTS, DISCHARGING DISCRIMINATORY COVENANTS ON CITY-OWNED PROPERTY, AND APPROVING PARTICIPATION IN THE JUST DEEDS COALITION

Council Member Supple stated is had been an honor being the liaison for the Human Rights Commission who recently voted unanimously to support this effort.

Council Member Whalen thanked all the leaders in the coalition in assisting in moving this work forward.

Council Member Hayford Oleary echoed comments and will continue to support such work.

Council Member Trautmann described his personal background of moving into Richfield and how out of place their family was on their block. He spoke of his support for this work and bringing it to the forefront and recognizing the damage it has done to the community. He thanked staff for their continued work on this item.

Mayor Regan Gonzalez commented and what a wonderful educational tool this is and how staff is supporting the community.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

Item #8	CONSIDER APPROVAL OF A RESOLUTION OF SUPPORT FOR A \$1,000,000 GRANT APPLICATION FOR FEDERAL FUNDING THROUGH THE NEWLY CREATED COMMUNITY PROJECT FUNDING (CPF) PROGRAM FOR THE REPLACEMENT OF THE WOOD LAKE NATURE CENTER. STAFF REPORT NO. 58
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Council Member Hayford Oleary read staff report 58.

City Manager Rodriguez thanked staff for their hard work on this item and is hopeful for federal funding on the project.

Council Member Hayford Oleary asked for clarification on the total estimated cost of \$20million.

City Manager Rodriguez stated that is correct and is hopeful to be included in funds for next year.

M/ Hayford Oleary, S/ Whalen to approve the resolution of support for a federal CPF grant application for the new Wood Lake Nature Center project.

RESOLUTION NO. 11842

RESOLUTION SUPPORTING THE COMMUNITY PROJECT FUNDING (CPF) GRANT APPLICATION FOR WOOD LAKE NATURE CENTER

Council Member Whalen asked about a preliminary design timeline and when council will be looking at the design.

City Manager Rodriguez stated there will be a work session on May 11 dedicated to the Wood Lake Nature Center.

Council Member Trautmann commented on how widely used the Wood Lake Nature is and how many programs are offered to residents utilizing the space.

Mayor Regan Gonzalez stated Wood Lake Nature Center is another great example of how the community is leading to created spaces and parks within a community.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

Item #9	CITY MANAGER REPORT
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City Manager Rodriguez supplied a brief update regarding Covid. She then recognized the recent tragic incident involving Daunte Wright and the grieving region.

Item #10	CLAIMS AND PAYROLL
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M/Hayford Oleary, S/Trautmann that the following claims and payrolls be approved:

U.S. Bank	04/13/2021
A/P Checks 295745 - 296203	\$ 1,777,674.10
Payroll: 161011 – 161306 43394	<u>687,387.47</u>
TOTAL	\$ 2,465,061.57

Executive Analyst Martinez Gavina 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 Trautmann recognized the passing of a longtime friend, Bill Green, who was recently hired as the Richfield Equity and Inclusion Coordinator. Bill had dedicated his life to equity work and will leave a lifetime legacy of clear eyed vision.

Council Member Hayford Oleary stated his condolences for the Green family. He then recognized the comments from the open forum and is hopeful to have some discussions regarding the air quality. He also stated his appreciation for the immediate work by staff to protect the community following the incident in Brooklyn Center.

Council Member Supple expressed gratitude for the assistance from elected officials on a project at the middle school. Officials recorded greetings for the children as they were unable to meet in person. She also voiced heartfelt condolences to the family of Daunte Wright and continues to add her voice to the call for justice.

Council Member Whalen echoed comments and added a people made problem can be solved. He encouraged community members to reach out with ideas for safety. He also spoke of the upcoming meetings on Inclusionary Housing draft language.

City Manager Rodriguez explained she will be speaking with the Green family and will be recognizing him at the next meeting.

Mayor Regan Gonzalez stated she is holding the Green family and everyone who knew Bill close to her heart.

Item #11	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:12 p.m.

Date Approved: April 27, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 60
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
4/16/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the Amendment to the Small Wireless Facility Collocation Supplemental Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.

EXECUTIVE SUMMARY:

State legislation was passed in 2017 that established statewide requirements for cities to allow wireless companies to install small cell facility networks in the public right-of-way. The small cell facility networks are commonly known as "small cell wireless" equipment and distributed antenna systems.

Although the legislation limited many actions the City can take to control the placement of the small cell facilities in the public right-of-way, it did allow for the City to enact a permitting process for the facilities. City Council approved amendments to the right-of-way ordinance (City Code Section 802) in 2017 to provide additional controls and management if small cell wireless companies choose Richfield as an installation site. The code amendment included the following requirement for a Small Wireless Facility Agreement:

A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city.

The supplemental agreement is required as stated in the Small Wireless Facility Collocation Agreement between the City and New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, which was signed August 13, 2019. This supplement dictates what space is leased by the City to New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, and the appropriate fees and rent for leasing this space. This supplemental agreement has been provided and signed by the AT&T representative.

The amendment to the collocation supplemental agreement that is under consideration pertains to the collocated small cell application approximately located at 7444 Upton Avenue. This small cell facility will draw power from the City's street light power supply. The original collocation supplemental agreement for this location did not originally intend to draw from City power supply, which is why this amendment is required.

The amendment up for consideration is necessary as it provides the terms and conditions that apply when a small cell application draws from City power.

RECOMMENDED ACTION:

By motion: Approve the amendment to the Small Wireless Facility Collocation Supplemental Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Wireless and cellular service providers are looking for solutions to provide better and more reliable service to customers.
- One method of enhancing service is to install "small cell" antennas to fill in areas with poor existing coverage.
- State legislation was passed in 2017 that allows these antennas to be installed in the right-of-way.
- The City of Richfield adopted an ordinance on September 12, 2017 amending City Code Section 802 enacting an agreement and permitting process for small cell facilities within City right-of-way.

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

- Section 802 of the Richfield City Code depicts the City's current practices of permitting the use within rights-of-way.
- Minnesota Statutes, Section 237.162, defines public right-of-way including management of standards and costs.
- Minnesota Statutes, Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94, amending the Act, are interpreted with consideration of small cell wireless technology.

C. CRITICAL TIMING ISSUES:

The attached amendment to the supplemental agreement must be in place before the small cell facility located at 7444 Upton Ave can be connected to City power.

D. FINANCIAL IMPACT:

The attached amendment defines the annual payment due to the City for use of City power.

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Amendment to Collocation Supplemental Agreement	Contract/Agreement
☐ Collocation Agreement	Backup Material
☐ Collocation Supplemental Agreement	Backup Material

Market: CRAN MNP
Site Name: CRAN_RUMW_SDALE_007
PACE: MRUMW030816
FA: 14826409
USID: 215058

**AMENDMENT TO COLLOCATION
AGREEMENT SUPPLEMENT**

This Amendment to Collocation Agreement Supplement ("Amendment to Supplement"), is made this _____ day of April, 2021 between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility, with its principal offices located 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, Georgia 30319, ("Lessee").

WHEREAS, Lessor and Lessee entered into a Collocation Agreement Supplement ("Supplement") dated August 13, 2019 issued pursuant to that certain Small Wireless Facility Collocation Agreement dated February 11, 2019 ("Agreement");

WHEREAS, Lessor and Lessee mutually desire to amend the Supplement.

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, and good and valuable consideration, the parties agree:

1. The City will invoice AT&T for electrical charges in accordance with paragraph 7 of the Agreement.
2. Except as specifically modified herein, all terms and conditions of the Agreement and Supplement remain in full force and effect.
3. Each party represents and warrants that it has the right, power, legal capacity and authority to enter into its respective obligations under this Third Amendment.

IN WITNESS WHEREOF, the Parties, have executed this instrument on the date above.

Lessor:
City of Richfield

By: _____

Name: _____

Its: Mayor

Date: _____

By: _____

Name: _____

Its: City Clerk

Date: _____

Lessee:

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company**

By: AT&T Mobility Corporation, Its Manager



Name: Kristan Knutsen
Real Estate & Construction Mgr

Title: _____

Date: 4/5/2021



AT&T
MOBILITY

PROJECT: CRAN 1C2C
SITE #: MNL06701F_R02
SITE FA#: 14826409
PACE #: MRUMW030816/MRUMW030757
PTN #: 3511AOKBJL3511AOKD95
USID #: 215058
SCIP/CANDIDATE#: 7A
CONFIGURATION: CRAN_RUMW_SDAL_007
SITE NAME: STEEL LIGHT POLE
SITE TYPE: 7444 SOUTH UPTON AVENUE
SITE ADDRESS: RICHFIELD, MN 55423
JURISDICTION: RICHFIELD, MN
CITY POLE ASSET #:



WIRELESS
540 W. MADISON ST., 9TH FLOOR
CHICAGO, IL 60661

FULLERTON
ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
SCHUMAKER, IL 60173
www.fullertonengineering.com

REV	DATE	DESCRIPTION	BY
A	3/13/19	90% REVIEW	TJ
O	4/10/19	FINAL	EM

I HEREBY CERTIFY THAT THESE DRAWINGS WERE 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. LICENSE # 85327

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. License # 85327

PROJECT CONSULTANTS

AT&T CONSTRUCTION
MANAGER:
PHONE:
EMAIL:
AT&T PROJECT
MANAGER:
PHONE:
EMAIL:
PROJECT MANAGER:
ADDRESS:
CONTACT:
EMAIL:
SITE ACQUISITION:
ADDRESS:
CONTACT:
EMAIL:
ENGINEER/ARCHITECT:
ADDRESS:
CONTACT:
PHONE:
EMAIL:
CONSTRUCTION:
ADDRESS:
CONTACT:
EMAIL:

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF:
• INSTALL (1) NEW 25'-0" STAINLESS STEEL LIGHT POLE TO REPLACE EXISTING
• INSTALL (1) NEW LITE 1C/2C MICRO CELL BUILD
• INSTALL (1) NEW FREQUENCY LITE 700/800 PCS
• INSTALL (1) NEW DAM ANTENNA TO BE MOUNTED TO POLE EXTERIOR
• INSTALL (1) NEW AC/DC UNITS TO BE MOUNTED TO POLE EXTERIOR
• INSTALL (1) NEW RAYCAP DISCONNECT NSCAC-8533-P120-0
• INSTALL NEW FOUNDATION
• REPLACE EXISTING FOUNDATION
• REPLACEMENT POLE IS THE SAME HEIGHT OR LOWER WITH NO INCREASE FROM THE ORIGINAL
• REPLACEMENT POLE IS THE SAME MATERIAL AND APPEARANCE, DIAMETER ETC. AS THE ORIGINAL
• REPLACE AND INSTALL NEW SIGNAGE AS NEEDED


APPLICABLE BUILDING CODES AND STANDARDS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
ELECTRICAL CODE: 2017 NATIONAL ELECTRICAL CODE (CURRENT EDITION)
MODEL CODE: 2011 ASHUTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNAL (11-5)

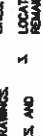
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
- ADA ACCESS REQUIREMENTS ARE NOT REQUIRED.
- THIS FACILITY DOES NOT REQUIRE POTABLE WATER AND WILL NOT PRODUCE ANY SEWAGE

SITE LOCATION MAP





901 S. MARSHALL AVE
MINNEAPOLIS, MN 55402



18111111
540 W. MARSHALL ST. 9TH FLOOR
CHICAGO, IL 60661

FULLERTON
ENGINEERING DESIGN

1100 E. WOODFORD ROAD, SUITE 500
SCHLAUSVILLE, ILLINOIS 60173
TEL 847-408-4400
www.fullerton-engineering.com

REV	DATE	DESCRIPTION	BY
1	3/13/18	902 REVIEW	ED
0	4/10/18	FINAL	ED

MOBILITY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS. I HAVE REVIEWED THESE DRAWINGS FOR MY KNOWLEDGE AND BELIEF THAT THEY COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

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 Illinois.

Signature
Xiaohua Fan
License # 82727

GENERAL NOTES

7A

7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

GENERAL NOTES

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RICHFIELD, MN 55423

GENERAL NOTES

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7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

GENERAL NOTES

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7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

GENERAL NOTES



WIRELESS
340 W. MADISON ST. 8TH FLOOR
CHICAGO, IL 60661

FULLERTON ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
SCHMARSCHVILLE, OHIO 44173
TEL: 440.968.4000
www.fullerton-engineering.com

REV	DATE	DESCRIPTION	BY
A	3/13/19	90% REVIEW	TJ
0	4/10/19	FINAL	EM

I HEREBY CERTIFY THAT THESE DRAWINGS WERE
PREPARED AND DESIGNED BY A LICENSED
SURVEYOR AND ENGINEER TO THE BEST
OF MY KNOWLEDGE AND BELIEF COMPLY WITH
THE REQUIREMENTS OF ALL APPLICABLE CODES.

I hereby certify that this plan,
specification, or report was
prepared and designed by
a duly Licensed Professional
Engineer and that the laws of the
State of Minnesota

Yunus Khan
License # 54,772

Yunus Khan

SITE NAME

CRAN_RUMW_SCALE_007

USID #: 215058

PAGE NUMBER:

MRUMW030816MRUMW030757

CITY POLE ASSET #:

CANDIDATE NUMBER:

7A

SITE ADDRESS

7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

SHEET NAME

PARTIAL SITE PLAN

SHEET NUMBER

C-1

PROJECT# 2019.0101.0295



PHOTO

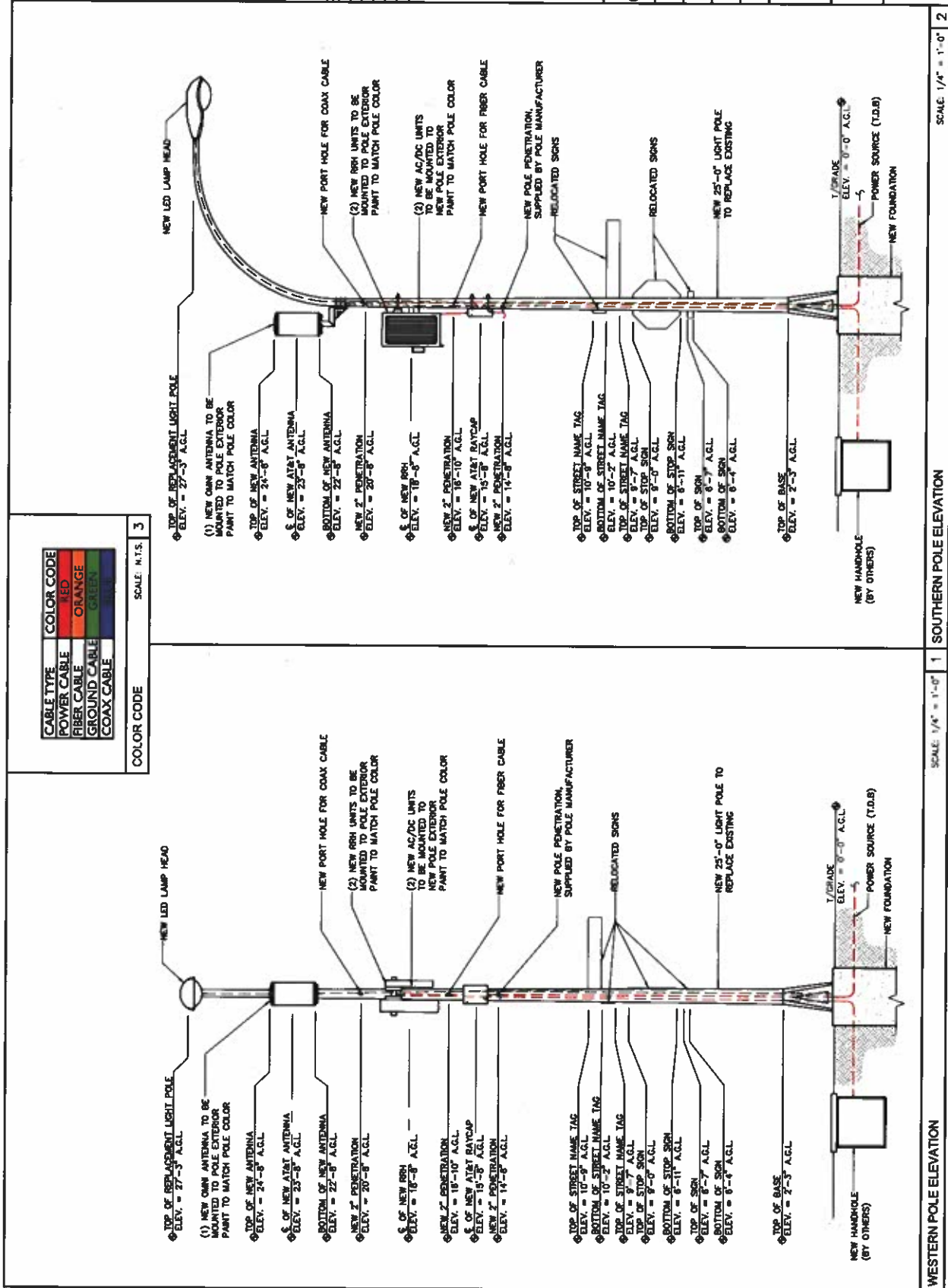
SCALE: N.T.S.

1

PARTIAL SITE PLAN

SCALE: 1/32" = 1'-0"

2



PROJECT# 2019.0101.0295



WIRELESS
540 W. JACKSON ST., 3RD FLOOR
CHICAGO, IL 60601

FULLERTON
ENGINEERING DESIGN

1109 E. WOODFIELD ROAD, SUITE 500
SCHENECTADY, NY 12309
TEL: 518-338-3400
www.fullertonengineering.com

REV	DATE	DESCRIPTION	BY
A	3/13/19	BOX REVIEW	TJ
Q	4/10/19	FINAL	EM

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I hereby certify that this plan, for the purpose of being prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
Yanick Ben
License # 54372

SITE NAME

CRAN_RUMW_SCALE_007

USID ID:

215058

PAGE NUMBER:

MRUMW030816MRUMW030757

CITY POLE ASSET #:

-

CANDIDATE NUMBER:

7A

SITE ADDRESS

7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

SHEET NAME

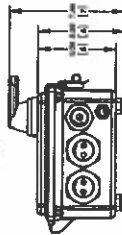
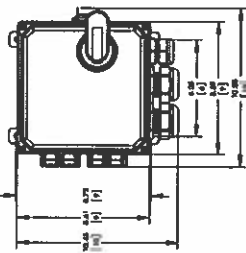
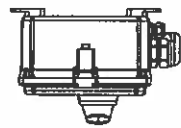
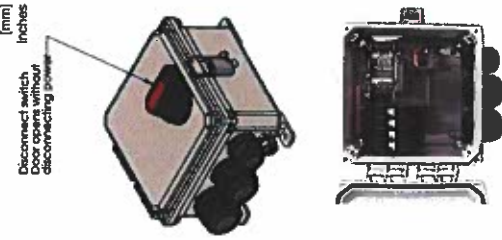
SPECIFICATIONS

SHEET NUMBER

C-4

PROJECT# 2019.0101.0295

Disconnect switch
Door opens without
disconnecting power



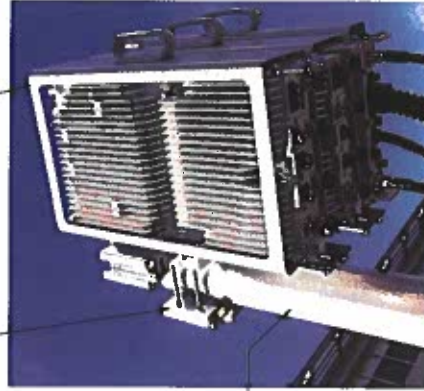
MODEL NO.
RSCAC-6533-P-720-0

AC DISCONNECT BOX

SCALE: N.T.S.

2

ARRSCALE RRM 474R
825/886



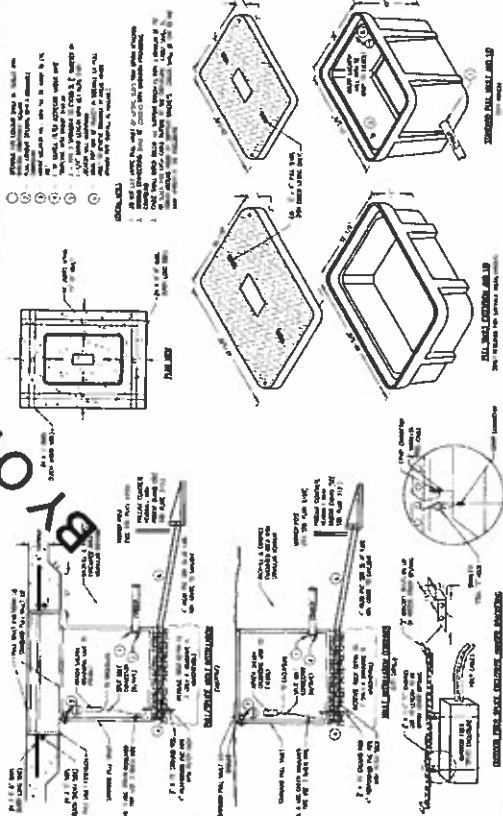
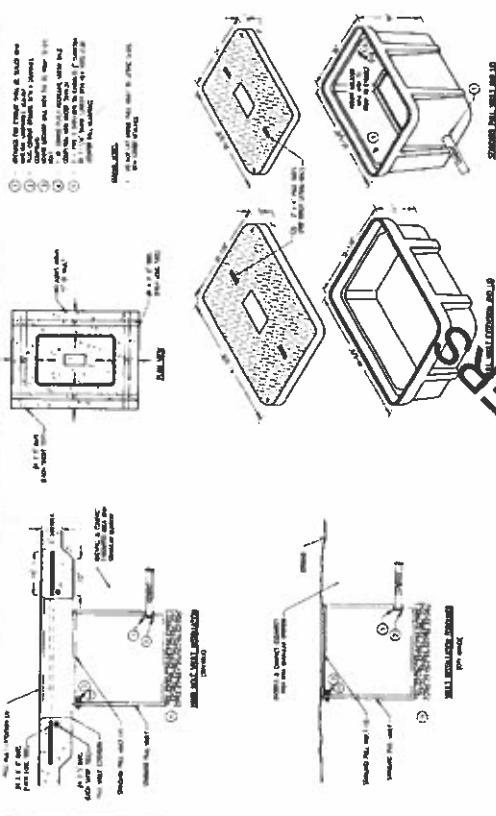
WOOD OR METAL POLE

RRU MOUNTING DETAIL
(WOOD POLE AND METAL POLE)

RRU MOUNTING DETAILS

SCALE: N.T.S.

3



HANDHOLE DETAILS

SCALE: N.T.S.

1



WIRELESS
540 W. MADISON ST. 9TH FLOOR
CHICAGO, IL 60661

FULLERTON
ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
SCHLAUSBURG, ILLINOIS 60173
TEL: 847-908-8400
www.fulleracengineering.com

REV	DATE	DESCRIPTION	BY
A	3/3/19	90% REVIEW	TJ
D	4/10/19	FINAL	EM

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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.

Yunsheng Fan
License # 94777

SITE NAME

CRAN RUMW SDALE 007

USD ID: 215058

PAGE NUMBER: 210030

MRUMW030816/MRUMW030757

CANDIDATE NUMBER:

25 JUN 1955

7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

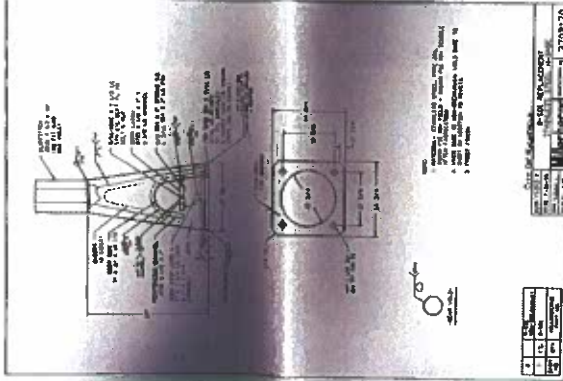
SHEET NAME

LIGHT POLE DETAILS

SHEET NUMBER

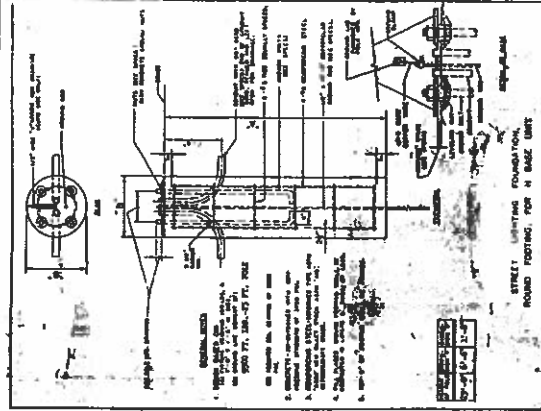
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PROJECT# 2019.0101.0295



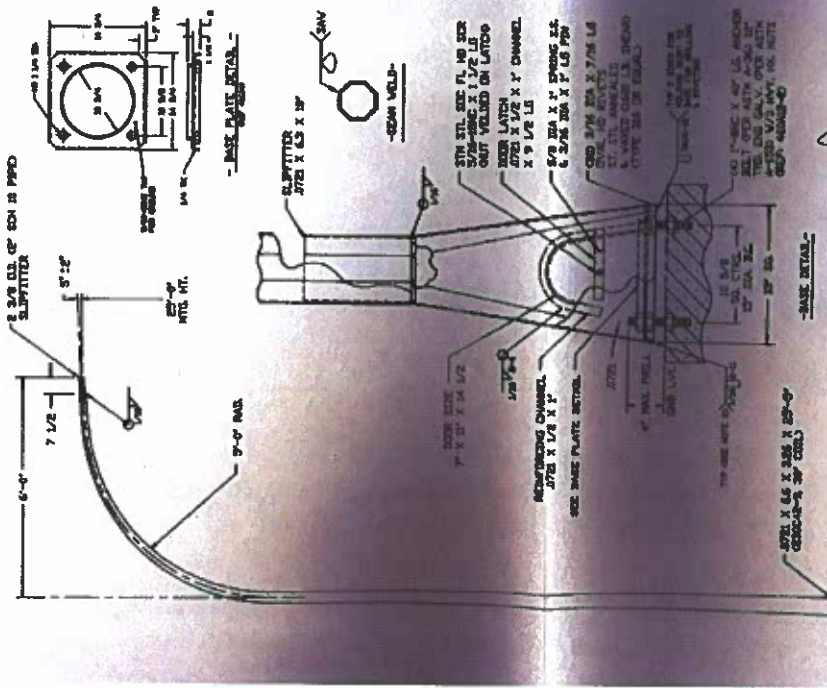
BASE DETAIL

SCALE: N.T.S. 2



FOUNDATION SPEC

SCALE N.T.S. 3



1

1. MATERIAL - STAINLESS STEEL TYPE 304
6000 PSI MIN YIELD - 80000 PSI MIN TENSILE
AFTER FABRICATION
2. WELD JOINT IS NON-BEADWELD WELD BACK TO
SHEET IN ADDITION TO SEWETS.
3. FIRST FISH
4. WORKMANSHIP & MATERIAL TO BE PER MAINT
SPECIFICATIONS & SPECIAL PROVISIONS.

LESS ANCHOR BOLTS.

QUALIFICATIONS & SPECIAL PROVIDERS.

"LESS ANCHOR BOLTS"

CITY OF RICHFIELD

ENG *ad* 10/14

NFG

SLS

DPW PF

8-531-6-250 6-250 6-230

STAINLESS STEEL LIGHTNING STANDARD

2 1 8

8-531-6-250 8-531-6-250 8-531-6-230

ANCHOR BOLTS ANCHOR BOLTS ANCHOR BOLTS

40B43

Millerbernd

ANCHOR BOLTS

LIGHT POLE SPECS

SCALE: N.T.S.	1
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FOUNDATION SPEC

SCALE N.T.S. 3



AT&T MOILITY
901 S. MARQUETTE AVENUE
MINNEAPOLIS, MN 55402

S&C WIRELESS
540 W. WOODWARD ST. 3RD FLOOR
CHICAGO, IL 60661

FULLERTON ENGINEERING DESIGN
1180 E. WOODFIELD ROAD, SUITE 500
SCOTTSDALE, AZ 85267
TEL: 480-368-3400
www.fullertonengineering.com

REV	DATE	DESCRIPTION	BY
A	3/13/19	90% REVIEW	TJ
Q	4/10/19	FINAL	EM

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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 in the State of Minnesota.

Yuxiang Fan
License # 54722

SITE NAME
CRAN_RUMW_SDALE_007

USPO ID:
215058

PACE NUMBER:
MRUMW030816/MRUMW030757

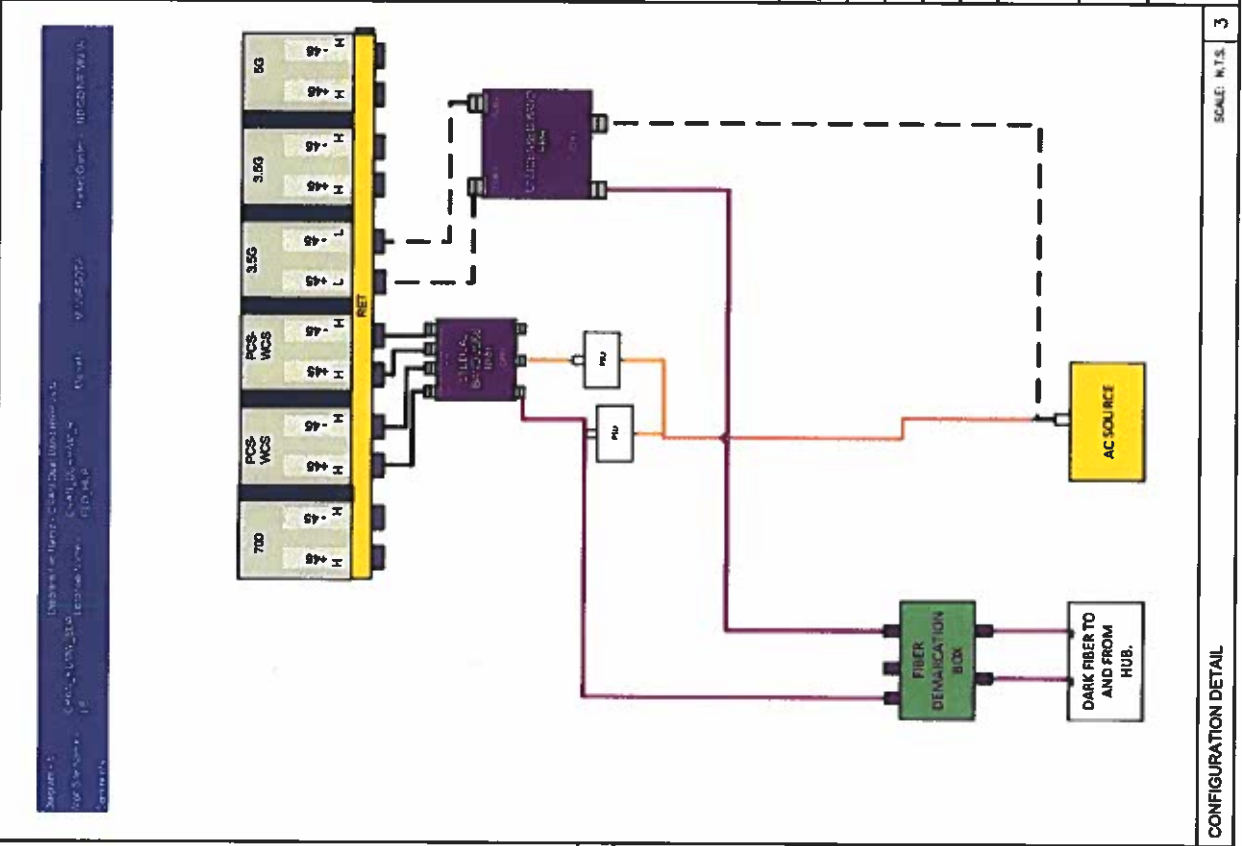
CITY POLE ASSET #:
-

CANDIDATE NUMBER:
7A

SITE ADDRESS
**7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423**

SHEET NAME
SPECIFICATIONS

SHEET NUMBER
C-7



Small Cell Power Supply
PSU 200W-48-00

General Characteristics

- AC Input: 95-265 VAC (V) 48-120 Hz
- Input Current: 8.5A (100 VAC), 4.8A (120VAC)
- Output Current: 40A peak typical (100 VAC), 20A peak typical (120 VAC)
- Output Voltage: 48VDC, 5% tolerance, -40°C min.
- Power Factor: 0.95 minimum
- Over Current Protection: 100% 160°C (160°C)
- Efficiency: 88% typical (100 VAC, 100% load)
- Over Voltage Protection: 100% 160°C (160°C)
- Power On Signal: Relay contact closure
- Withstanding Voltage: Input to Output 10,000 VAC, Input to Surge 2.5 kVAC, Output to Surge 10,000 VAC

Environmental

- Operating Temperature: -40°C to +80°C
- Storage Temperature: -55°C to +125°C
- Relative Humidity: 5% to 95% RH
- Operating Humidity: 5% to 95% RH
- Altitude: 0 to 10,000 ft

Dimensions

- Input Connector: 2-pin D-sub (V) 100 mm (3.94 in)
- Output Connector: 2-pin D-sub (V) 100 mm (3.94 in)
- Overall Dimensions: 100 mm (3.94 in) x 100 mm (3.94 in) x 100 mm (3.94 in)
- Weight: 0.5 kg (1.1 lb)

Small Cell Power Supply
PSU 200W-48-00

General Characteristics

- AC Input: 95-265 VAC (V) 48-120 Hz
- Input Current: 8.5A (100 VAC), 4.8A (120VAC)
- Output Current: 40A peak typical (100 VAC), 20A peak typical (120 VAC)
- Output Voltage: 48VDC, 5% tolerance, -40°C min.
- Power Factor: 0.95 minimum
- Over Current Protection: 100% 160°C (160°C)
- Efficiency: 88% typical (100 VAC, 100% load)
- Over Voltage Protection: 100% 160°C (160°C)
- Power On Signal: Relay contact closure
- Withstanding Voltage: Input to Output 10,000 VAC, Input to Surge 2.5 kVAC, Output to Surge 10,000 VAC

Environmental

- Operating Temperature: -40°C to +80°C
- Storage Temperature: -55°C to +125°C
- Relative Humidity: 5% to 95% RH
- Operating Humidity: 5% to 95% RH
- Altitude: 0 to 10,000 ft

Dimensions

- Input Connector: 2-pin D-sub (V) 100 mm (3.94 in)
- Output Connector: 2-pin D-sub (V) 100 mm (3.94 in)
- Overall Dimensions: 100 mm (3.94 in) x 100 mm (3.94 in) x 100 mm (3.94 in)
- Weight: 0.5 kg (1.1 lb)



901 S. MARQUETTE AVENUE
MINNEAPOLIS, MN 55402



WIRELESS
540 W. MADISON ST. 9TH FLOOR
CHICAGO, IL 60681

FULLERTON
ENGINEERING DESIGN

1188 E. WOODFIELD ROAD, SUITE 500
SCHMIDT AND LUNDY 60175
www.fullertonengineering.com

REV	DATE	DESCRIPTION	BY
A	3/13/18	SIZE REVIEW	LI
0	4/10/18	FINAL	EM

A HONEY CEMENTY THAT THESE DRAWINGS HAVE
BEEN PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL
ENGINEER IN THE STATE OF MINNESOTA AND THAT I AM
THE REQUIREMENTS OF ALL APPLICABLE CODES.

SITE NAME

CRAN_RUMW_SCALE_007

USD ID:

215058

PAGE NUMBER:

MRUMW030816MRUMW030757

CITY POLE ASSET #:

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CANDIDATE NUMBER:

7A

SITE ADDRESS

7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

SHEET NAME

FIBER ROUTE

SHEET NUMBER

C-8

SCALE: N.T.S.

1

FIBER ROUTE



PROJECT/ 2019.0101.0295



WIRELESS
540 W. MADISON ST. 8TH FLOOR
CHICAGO, IL 60661

FULLERTON
ENGINEERING DESIGN
1180 E. WOODRIDGE ROAD, SUITE 500
SCHLAUSBURG, ILLINOIS 60173
TEL 847-584-4400
www.fullertonengineering.com

REV	DATE	DESCRIPTION	BY
0	3/13/19	S&S REVIEW	TJ
0	7/10/19	FINAL	EM

VERIFY CITY HAS THESE DRAWINGS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHANGED TO THE BEST OF MY KNOWLEDGE AND BELIEF TO THE BEST OF THE REQUIREMENTS OF ALL APPLICABLE CODES.

SITE NAME

CRAN_RUNMW_SCALE_007

USD ID: 215058

PACE NUMBER: MRUMW030816MRUMW030757

CITY POLE ASSET #

CANDIDATE NUMBER: 7A

SITE ADDRESS

7444 SOUTH UPTON AVENUE
RICHFIELD, MN 55423

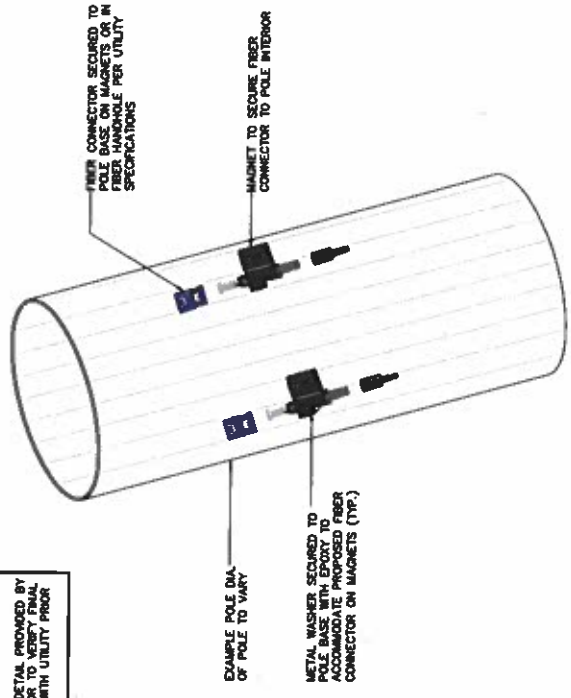
SHEET NAME
EQUIPMENT
DETAILS

SHEET NUMBER

C-9

PROJECT # 2019.0101.0294

NOTE:
FIBER CONNECTOR DETAIL PROVIDED BY
UTILITY CONTRACTOR TO VERIFY FINAL
MAKE AND MODEL WITH UTILITY PRIOR
TO CONSTRUCTION

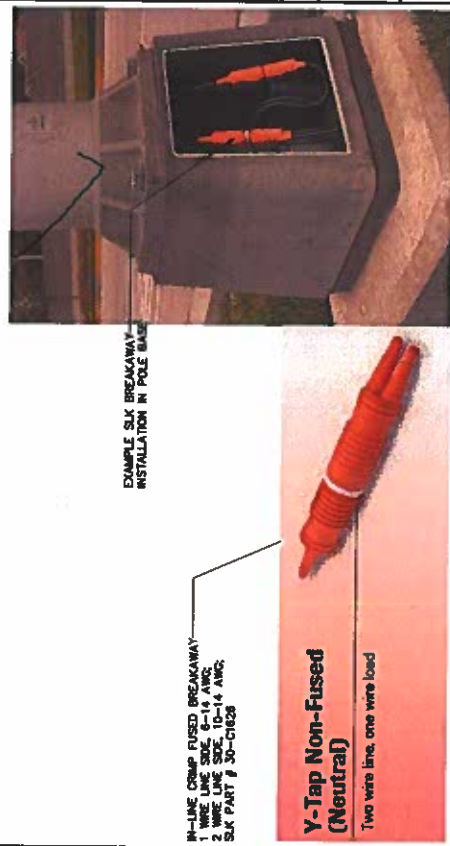


SCALE: N.T.S.

FIBER CONNECTIONS

2

NOTE:
VERIFY ALL ELECTRICAL CONNECTIONS
WITH CITY AND CITY CONTRACTOR



IN-LINE CRIMP FUSED BREAKAWAY
1 WIRE LINE SIZE: 6-14 AWG
2 WIRE LINE SIZE: 10-14 AWG
SLK PART # 30-C1626

Y-Tap Non-Fused
(Neutral)

Two wire line, one wire load

SCALE: N.T.S.

SLK BREAKAWAY DETAIL

3

NOT USED

City of Richfield,
Minnesota
Small Wireless Facility Collocation
Agreement

This Small Wireless Facility Collocation Agreement (the "Agreement") is made this 11th day of February, 2019, between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, ("Lessor") and, New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, with its principal offices located at 575 Morosgo Drive, Atlanta, Georgia 30324, ("Lessee"). Lessor and Lessee are collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Federal Communications Act of 1934, as amended, authorizes Lessor to manage and control access to and use of public rights-of-way within city limits; and

WHEREAS, Lessor has elected to manage its rights-of-way as authorized by Minnesota Statutes, Sections 237.162-.163 and Lessor's municipal code of ordinances (the "Code"); and

WHEREAS, this Agreement shall apply to the collocation of Small Wireless Facilities (as hereinafter defined). For purposes of this Agreement, "collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing Wireless Support Structure (as hereinafter defined) that is owned by the Lessor; and

WHEREAS, a "Small Wireless Facility" means: a wireless facility, as defined by Minnesota Statutes, Section 237.162, subd. 13, that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, provided such equipment shall be in aggregate no more than 28 cubic feet in volume; and

WHEREAS, Lessor owns or controls existing structures in the public right-of-way that may be determined by Lessor to be capable of supporting a Small Wireless Facility ("Wireless Support Structure"), which are located within the geographic area of a license or other authorization held by Lessee to provide wireless services; and

WHEREAS, Lessor hereby sets forth the terms and conditions of collocation on its Wireless Support Structures; and

WHEREAS, Lessee desires to install, maintain and operate Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to the particular sites at which Lessee will collocate its Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessee shall compensate Lessor for the collocation of Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into an agreement supplement ("Supplement") in substantially the form attached hereto as Exhibit A, with respect to each particular Wireless Support Structure on which Lessee will collocate; and

WHEREAS, this Agreement is not exclusive and Lessor reserves the right to grant permission to other entities to collocate Small Wireless Facilities.

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

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Lessor agrees to lease to Lessee certain space described in the applicable Supplement upon Lessor's Wireless Support Structure in the public right-of-way for the installation, operation and maintenance of Small Wireless Facilities; together with the non-exclusive right of access over, under and through the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's Small Wireless Facilities. The space leased by Lessor to Lessee described in the applicable Supplement is hereinafter collectively referred to as the "Premises." The Premises may include, without limitation, certain space on the ground (the "Equipment Space") adjacent to the Wireless Support Structure, and space on the Wireless Support Structure for the installation, operation and maintenance of antennas and other equipment (the "Antenna Space") as described in the Supplement. Notwithstanding anything in the Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the various portions of the Premises and to electrical and telephone utility, cable, and fiber sources adjacent to the Premises. Lessor may grant Lessee, or the local utility, or fiber or cable provider, upon Lessee's approval, the right to install any utilities, cable, and fiber for Lessee to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by Lessor. Lessor's approval shall not be unreasonably withheld.

2. PLANS AND DRAWINGS. Before receiving approval from Lessor to install a Small Wireless Facility on Lessor's Wireless Support Structures in public rights-of-way, Lessee shall submit to the Director of Public Works or the Director's designee, detailed construction plans and drawings for each individual location, together with maps, showing specifically the Wireless Support Structures to be used, the number and character of the attachments to be placed on such Wireless Support Structures, equipment necessary for the use, proposed replacement of existing Wireless Support Structures, any additional Wireless Support Structures which may be required and any new installations for transmission conduit, pull boxes, and related appurtenances (the "Application"). The Director or the Director's designee shall determine whether to give Lessee permission to proceed with the work as proposed by Lessee within ninety (90) days of receipt of Lessee's Application. If the Director or Director's designee does not approve Lessee's Application, it will provide a written explanation to Lessee of the basis for the rejection within the same ninety (90) day period. Each Application may request attachments to up to fifteen (15) different Wireless Support Structures or a greater number if agreed to by Lessor. Lessee shall perform all work at its own expense and make attachments in such manner as to not interfere with the services of Lessor.

3. CONDITION OF PROPERTY; ENGINEERING STUDY. The Lessor may elect to perform necessary make-ready work identified in an Application. If Lessor elects to perform the make-ready work, Lessor will notify Lessee of such election at the time of approving the Application. If Lessor elects to perform the make-ready work, Lessor will provide Lessee with an estimate of the make-ready costs within fourteen (14) days of Lessor approving the Application. Lessee shall have sixty (60) days from the receipt of such make-ready estimate to accept the estimate. If Lessor does not elect to perform the make-ready work, Lessee shall perform such make-ready work. Any expenses necessary to make the Premises ready for Lessee's construction of its improvements under either option shall be the responsibility of Lessee. Lessee must obtain and submit to Lessor a structural engineering study showing the Wireless Support Structure and foundation is able to support the proposed Small Wireless Facility. Lessor makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this Agreement.

4. USE OF PUBLIC RIGHTS-OF-WAY.

A. All communications equipment shall be installed in accordance with applicable Laws (as hereinafter defined) and Lessee shall comply with all laws, ordinances, rules and regulations adopted by Lessor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Lessor, or the official to whom such duties have been delegated by Lessor. Lessee shall have no ownership interest in any Wireless Support Structure owned by Lessor.

B. Lessee and its authorized contractors shall give Lessor reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way.

C. Any damages to Lessor's Wireless Support Structures, equipment thereon or other infrastructure caused by Lessee's installation or operations shall be repaired or replaced at Lessee's sole cost and to Lessor's reasonable satisfaction.

5. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT, RELOCATION.

A. From time to time, if Lessor paints, reconditions, or otherwise improves or repairs the Wireless Support Structure in a substantial way ("Reconditioning Work"), Lessee shall reasonably cooperate with Lessor to carry out such Reconditioning Work.

B. Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days' prior written notice. Upon receiving that notice, it shall be Lessee's sole responsibility to provide adequate measures to cover or otherwise protect Lessee's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all of Lessee's equipment from the Wireless Support Structure and Premises during Reconditioning Work, provided the requirement to remove Lessee's equipment is contained in the written notice required by this Section. If Lessor requires Lessee to remove its equipment, then (i) Lessee may place a temporary structure, if determined feasible by the Lessor (City Engineer) and Lessee, at a location equivalent to Lessee's current use of the Wireless Support Structure until such time the Reconditioning Work is complete; or (ii) if Lessee is unable to place a temporary structure, Lessor shall allow Lessee to abate the Annual Rental for so long as the Reconditioning Work continues.

C. Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's use of the Premises. If Lessor agrees to the modification, Lessor will provide an estimate of the incremental cost and expense related to the modification of Lessor's procedures for the Reconditioning Work and if Lessee elects to proceed, then Lessee shall be responsible for all such incremental cost and expense.

D. If Lessor intends to replace a Wireless Support Structure ("Replacement Work"), Lessor shall provide Lessee with at least ninety (90) days' written notice to remove its equipment. Lessor shall also promptly notify Lessee when the Wireless Support Structure has been replaced and Lessee may re-install its equipment without incurring any additional Supplement fees or costs.

E. If Lessor intends to repair a Wireless Support Structure due to storm or other damage ("Repair Work"), Lessor shall notify Lessee to remove its equipment as soon as possible. In the event of an emergency, Lessor shall contact Lessee at the telephone number listed in Paragraph 18 prior to removing Lessee's Equipment. Once the Wireless Support Structure has been replaced or repaired, Lessor will promptly notify Lessee it can reinstall its equipment without incurring any additional Supplement fees or costs.

F. If Lessee's installation requires a new Wireless Support Structure to be constructed or an existing Wireless Support Structure to be replaced by Lessee (the "Replacement Wireless Support Structure") then any such Replacement Wireless Support Structure shall be deemed to be a fixture on the Property and the Replacement Wireless Support Structure shall be and remain the property of the Lessor, without further consideration to or from Lessor. Unless otherwise provided in the applicable Supplement, Lessor shall be responsible for any and all costs relating to the operation, maintenance, repair and disposal of the Replacement Wireless Support Structure. If the Replacement Wireless Support Structure replaces an existing structure, then also as part of Lessee's installation, Lessee shall remove, dispose, salvage and or discard the existing structure at Lessee's sole discretion. In the event that a Replacement Wireless Support Structure is damaged to the extent requiring replacement, Lessee shall provide a Replacement Wireless Support Structure for installation by Lessor within a reasonable period of time.

G. If Lessor determines to abandon any Wireless Support Structure and Lessor so determines that the Wireless Support Structure does not need to be permanently removed for reasons of public safety or security, then Lessor shall give Lessee ninety (90) days' prior written notice of Lessor's intent to abandon the Wireless Support Structure. Within such time, Lessee may (a) remove or otherwise dispose of its Small Wireless Facilities, at which time the Supplement shall automatically terminate without further liability to Lessee, or (b) elect to acquire title to the Wireless Support Structure at no cost to Lessee in "as is, where is" condition. If Lessee elects to acquire title, then Lessor shall promptly execute and deliver a bill of sale and assignment transferring the Wireless Support Structure to Lessee in "as is, where is" condition subject only to Lessor's representation and warranty that Lessor is the sole owner, and Lessor owns the Wireless Support Structure free and clear of any liens, leases, licenses or other third-party rights or encumbrances. Lessee shall be under no obligation to provide, maintain or repair lighting or any other public service on any Wireless Support Structure which Lessee may elect to acquire title from Lessor.

6. TERM; RENTAL.

This Agreement shall commence as of the date first written above, and, if not lawfully terminated sooner, remain in full force and effect for as long as Lessor uses any Small Wireless Facility in accordance with Minnesota Statutes Section 237.163, subd. 3a(4). Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), at which time rental payments shall commence and be due at a total annual rental of \$175.00 (the "Annual Rental"), representing \$150.00 per year for rent to occupy space on a Wireless Support Structure and \$25.00 per year for maintenance associated with the space occupied on a wireless support structure. Consistent with Minnesota Statutes Sections 237.162-.163, the term of each Supplement shall be equal to the length of time that the Small Wireless Facility is in use (the "Term"), unless the Supplement is terminated pursuant to this Agreement. The annual rental for each Supplement shall be paid in advance annually on each anniversary of the Effective Date to the payee designated by Lessor in the Supplement, or to such other person, firm or place as Lessor may, from time to time, designate in writing. Upon agreement of the Parties, Lessee may

pay rent by electronic funds transfer. Lessor hereby agrees to provide to Lessee the reasonable documentation required for Lessee to pay all rent payments due to Lessor.

7. ELECTRICAL

Lessor may, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. As provided by Minnesota Statutes Sections 237.162-.163, an annual fee for electricity used to operate the Small Wireless Facility, if not purchased directly from a utility, shall be added to the annual rent due under each Supplement at the rate of:

- A. \$73.00 per radio node less than or equal to 100 max watts;
- B. \$182.00 per radio node over 100 max watts; or
- C. The actual costs of electricity, if the actual costs exceed the amount in item (A) or (B).

The amount of any such annual fee shall be set forth in each Supplement.

8. **ENGINEERING COSTS.** The Parties acknowledge and agree that, pursuant to Minnesota Statutes, Sections 237.162-.163, Lessor may charge the actual costs of the initial engineering and preparatory construction work associated with Lessee's collocation in the form of a onetime, nonrecurring, commercially reasonable, nondiscriminatory, and competitively neutral charge. Lessee shall pay such actual and reasonable costs within sixty (60) days of receipt of an invoice that itemizes the costs.

9. **USE.** Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating Small Wireless Facilities and uses incidental thereto. Lessee shall have the right, without any increase in rent, to replace or repair its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates. Subject to Lessee obtaining a right-of way work permit, Lessee may perform routine maintenance and repairs, or replace any part of the Small Wireless Facility on the Premises with a facility or component that is substantially similar or smaller in size, weight and height without further approval of Lessor. Any additions or material modifications not consistent with the foregoing shall require Lessor's approval.

10. **GOVERNMENTAL APPROVALS; PERMITS.** It is understood and agreed that Lessee's ability to use the Premises is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis that will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain the Governmental Approvals. Lessee shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that the

Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that the Premises is no longer technically compatible for its use; or (v) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in accordance with the notice provisions set forth in Paragraph 20 and shall be effective upon the mailing of that notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to the termination date shall be retained by Lessor; however, any rentals paid for periods after the termination date shall be refunded to Lessee within sixty (60) days of receipt of written request from Lessee. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor for the terminated Supplement.

11. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Lessee's negligence, misconduct, or Lessee's failure to perform its obligations under this Agreement, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessor. Lessee's indemnification obligation shall apply to Lessee's contractors, subcontractors, or anyone directly or indirectly employed or hired by Lessee, or anyone for whose acts Lessee may be liable. Lessor will provide Lessee with prompt, written notice of any written claim covered by this indemnification provision; provided that any failure of Lessor to provide any such notice, or to provide it promptly, shall not relieve Lessee from its indemnification obligations in respect of such claim, except to the extent Lessee can establish actual prejudice and direct damages as a result thereof. Lessor will cooperate with Lessee in connection with Lessee's defense of such claim. Lessee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Lessor and without an unconditional release of all claims by each claimant or plaintiff in favor of Lessor. The indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, Lessor shall indemnify, hold harmless and, at Lessee's sole option, defend Lessee, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, Lessees, invitees, agents, attorneys, employees, successors and assigns (together "Lessee Indemnitees") from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Lessee Indemnitees may incur, asserted by reason of the negligent installation, operation, use, repair, or removal of Lessor's Structures or breach of the terms of this Agreement by Lessor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessee.

12. INSURANCE.

A. Waiver of Subrogation. To the extent allowed by law, Lessee hereby waives and release any and all rights of action for negligence against Lessor which may hereafter arise on account of damage to Lessee's property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Lessee. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Lessee concerning its property shall waive the insurer's right of subrogation against Lessor.

B. General Liability. Lessee agrees that at its own cost and expense, it will maintain commercial general liability insurance per ISO CGL form 00 01 or equivalent with limits of \$2,000,000 per occurrence; \$4,000,000 annual aggregate, for bodily injury (including death) and for damage or destruction to property. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractual liability coverage. Lessee shall add the Lessor as an additional insured.

C. Automobile Liability. Lessee shall maintain commercial automobile liability Insurance, including owned, hired, and non-owned automobiles, with a combined single liability limit of \$2,000,000 per occurrence.

D. Workers' Compensation. Lessee agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Lessor shall also carry employers' liability insurance with limits as follows: \$500,000 for bodily injury by disease per employee; \$500,000 aggregate for bodily injury by disease; and \$500,000 for bodily injury by accident.

E. Additional Insurance Conditions.

- (i) Lessee shall deliver to Lessor a certificate of insurance as evidence that the above coverages are in full force and effect.
- (ii) Lessee's required policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to Lessor with respect to any claim arising under this Agreement.
- (iii) Lessee shall provide least thirty (30) days' advanced written notice to Lessor, or ten (10) days' written notice for non-payment of premium if any required policies are cancelled or not renewed and not replaced.
- (iv) Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance

Notwithstanding the foregoing, Lessee may self-insure the required insurance under the same terms and conditions as outlined in this Paragraph 12.

13. LIMITATION OF LIABILITY. Except for indemnification obligations pursuant to Paragraph 11, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, or to any customer or purchaser of such party, or to any other person for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, exemplary or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INTERFERENCE.

A. Lessee shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer showing that Lessee's intended use will not interfere with any current communication facilities which are located on or near a Wireless Support Structure. Lessee shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed and approved by Lessor. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, Lessor shall have the right to require Lessee to reduce power, and/or cease operations until such time Lessee can make repairs to the interfering equipment. In no event will Lessor be entitled to terminate a Supplement or relocate the Equipment as long as Lessee is making a good faith effort to remedy the interference issue.

B. Lessee will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. Lessee is allowed to install signage and other mitigation, such as a power cut-off switch on Wireless Support Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Lessor's authorized field personnel will contact Lessee's designated point of contact not less than twenty-four (24) hours in advance to inform Lessee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Lessee as soon as possible that power has been restored. The parties acknowledge that they understand the vital nature of Lessee's equipment and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.

C. Lessor will endeavor to prevent other attachers which emit RF on Lessor's Wireless Support Structures from (1) causing RF interference to RF signals of Lessee, (2) interfering with Lessee's use of the Wireless Support Structure, or (3) interfering with Lessee's

ability to comply with the terms and conditions of this Agreement. If Lessee reasonably determines that any of the foregoing are occurring, then Lessor will meet and confer with Lessee within five (5) days of Lessor receipt of notice of the interference from Lessee, and shall endeavor to correct any interference promptly and shall coordinate and cooperate with Lessee relating to the same.

D. Lessor will endeavor to promptly notify Lessee if a third party applies for access to a Wireless Support Structure which Lessee has attached facilities. Lessor will not grant after the date of this Agreement a permit, license or any other right to any third party if, prior to such grant, Lessee notifies the Lessor in writing that such third party's use may materially interfere with the Lessee's existing equipment, Lessee's use and operation of its facilities, or Lessee's ability to comply with the terms and conditions of this Agreement

15. REMOVAL. Lessee shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, or an abandonment of it facilities, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, at Lessee's sole cost and expense. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If the time for removal causes Lessee to remain on the Premises after termination of the Supplement, Lessee shall pay rent at the then-existing monthly rate, until such time as the removal of the equipment, fixtures and all personal property are completed. If Lessee fails to remove its facilities within the required time period, Lessor reserves the right to remove the facilities and charge Lessee for the full cost of the removal and storage charges.

16. QUIET ENJOYMENT AND REPRESENTATIONS. Lessor covenants that Lessee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the execution date of each Supplement, and covenants during the Term, that Lessor is has good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement.

17. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned.

18. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows or to any other address that the Party to be notified may have designated:

Lessor: City of Richfield
Attention: Jeff Pearson
6700 Portland Avenue South
Richfield, Minnesota 55423

Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324
Re: Wireless Installation on Public Structures Richfield, MN (City,
State)
Fixed Asset #

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC
Attn: Legal Department, Network Operations
Re: Wireless Installation on Public Structures Richfield, MN (City,
State)
Fixed Asset #
208 S. Akard Street
Dallas, TX 75202-4206

Contact Number for day to day operations:

Licensor: 612-861-9791
Licensee: 1-800-638-2822

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter

continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor, and if the failure to perform that obligation interferes with Lessee's ability to conduct its business in the Premises; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion, but in no event more than fifteen (15) calendar days after receipt of written notice. Lessor and Lessee agree that a default under an individual Supplement does not constitute a default under this Agreement

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises: (i) terminate the Supplement upon fifteen (15) days' prior written notice to Lessor, (ii) place a temporary facility, if feasible, at a location equivalent to Lessee's current use of the Wireless Support Structure until such time as the Wireless Support Structure is fully restored to accommodate Lessee's Small Wireless Facility; or (iii) apply for a new Supplement for an alternate location equivalent to Lessee's current use of the Wireless Support Structure, and Lessor shall waive the application fee so long as such relocation was due to a casualty event not directly caused by Lessee. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired. Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof.

21. APPLICABLE LAWS.

A. "Laws" means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to the subject of this Agreement or Lessee's use that are in force during the term of this Agreement, as lawfully amended including, without limitation, Lessor's city Code. Lessee and Lessor shall comply with all applicable Laws. This Agreement does not limit any rights Lessee may have in accordance with Laws to install its own poles in the right of way or to attach Lessee's equipment to third - party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Laws.

B. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of equipment on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new equipment, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon such new terms within ninety (90) days after such notice, then either party may seek appropriate relief with the state regulatory commission if appropriate, or a court of competent jurisdiction, provided that the Agreement shall remain in effect on the same terms and conditions until determination of such relief.

C. Lessor and Lessee agrees to comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste; and warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities

22. GOVERNMENT DATA. The Parties acknowledge and agree that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.03. Lessee and Lessor agree to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

23. PROMPT BILLING. Any charges payable by Lessee under this Agreement other than permit fees and annual rental shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee.

24. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement and any associated Supplement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. Captions. Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement.

C. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

D. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

E. Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any person or entity not expressly a party to this Agreement.

F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The venue for all proceedings related to this Agreement shall be in the state and federal courts whose jurisdiction includes Hennepin County, Minnesota, without waiver of any right to removal.

G. Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or the waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

H. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that a Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

I. Further Assurances. From and after the execution of this Agreement, the parties shall fully cooperate with each other and perform any further act(s) and execute and delivers any further documents which may be necessary in order to carry out the purposes and intentions of this Agreement.

J. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

L. Interpretation. Pursuant to discussion between the parties, Lessor believes that certain procedural terms and requirements of Minnesota Statutes, Sections 237.162-.163 do not apply to Supplements under this Agreement whereas Lessee believes such procedural terms and requirements do apply to the Supplements. The parties agree that unless and until the applicability of Minnesota Statutes, Sections 237.162-.163 to the Supplements is clarified, the parties shall apply Lessor's interpretation; provided, however, nothing contained in this

Agreement shall limit Lessee's rights to challenge Lessor's interpretation and to advocate for application of Minnesota Statutes, Sections 237.162-.163 to the Supplements.

Signature Page Follows

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Richfield

By: Maria Regan Gonzalez

Name: Maria Regan Gonzalez
Its: Mayor

Date: 02/11/2019

By: Elizabeth vanHorse

Name: Elizabeth vanHorse
Its: City Clerk

Date: 02/11/2019

Lessee:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

BY: AT&T Mobility Corporation, Its Manager

[Signature]
Name:

DIRECTOR - C&E
Title:

01/07/2019
Date

EXHIBIT A
COLLOCATION AGREEMENT SUPPLEMENT

This Collocation Agreement Supplement ("Supplement"), is made this _____ day of _____, 20____ between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, ("Lessor" and _____, with its principal offices located _____ in _____, _____, ("Lessee").

1. **SMALL WIRELESS FACILITY COLLOCATION AGREEMENT.** This Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of _____ and _____, dated _____, 20____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **PREMISES.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at _____, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. **TERM.** The Effective Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **CONSIDERATION.** Rent under this Supplement shall be \$175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement

Lessor [is/is not] providing electricity pursuant to Paragraph 7 of the Agreement, therefore [an/no] annual electrical service fee shall be added to the annual rent due under this Supplement.

5. **SITE SPECIFIC TERMS.**



In this section, include any site-specific terms, including whether Lessee will be installing a replacement Wireless Support Structure.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Richfield

By: _____

Name: _____
Its: Mayor

Date: _____

By: _____

Name: _____
Its: City Clerk

Date: _____

Lessee:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

BY: AT&T Mobility Corporation, Its Manager

Name:

Title:

Date

EXHIBIT 1

Site Plan of Property

EXHIBIT 2

Equipment Space (if any), Antenna Space and Cabling Space e and Cabling Space

EXHIBIT A
COLLOCATION AGREEMENT SUPPLEMENT

This Collocation Agreement Supplement ("Supplement"), is made this 13th day of August, 2019 between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, ("Lessor") and New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, with its principal offices located 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, Georgia 30319 ("Lessee").

1. **SMALL WIRELESS FACILITY COLLOCATION AGREEMENT.** This Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of Richfield and New Cingular Wireless PCS, LLC, dated February 11, 2019, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **PREMISES.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at 7444 South Upton Avenue., Richfield, MN 55423, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. **TERM.** The Effective Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **CONSIDERATION.** Rent under this Supplement shall be \$175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement

If Lessor is providing electricity pursuant to Paragraph 7 of the Agreement, an annual electrical service fee shall be added to the annual rent due under this Supplement.

5. **SITE SPECIFIC TERMS.** Lessee to install one (1) Light Pole to replace existing structure. Replacement pole will be located in the same hole with no additional ground disturbance as the original pole. Replacement pole is the same material, appearance and diameter as the original.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Richfield

By: Maria Regan Gonzalez

Name: Maria Regan Gonzalez
Its: Mayor

Date: August 13, 2019

By: Katie Rodriguez

Name: Katie Rodriguez
Its: City Manager

Date: August 13, 2019

Lessee:
NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company
By: AT&T mobility Corporation, Its Manager

Maria Burmeister

Name: Name: Maria Burmeister
Title: Title: Manager of Real Estate & Construction
Date: Date: 5/28/19

EXHIBIT 1

Site Plan of Property

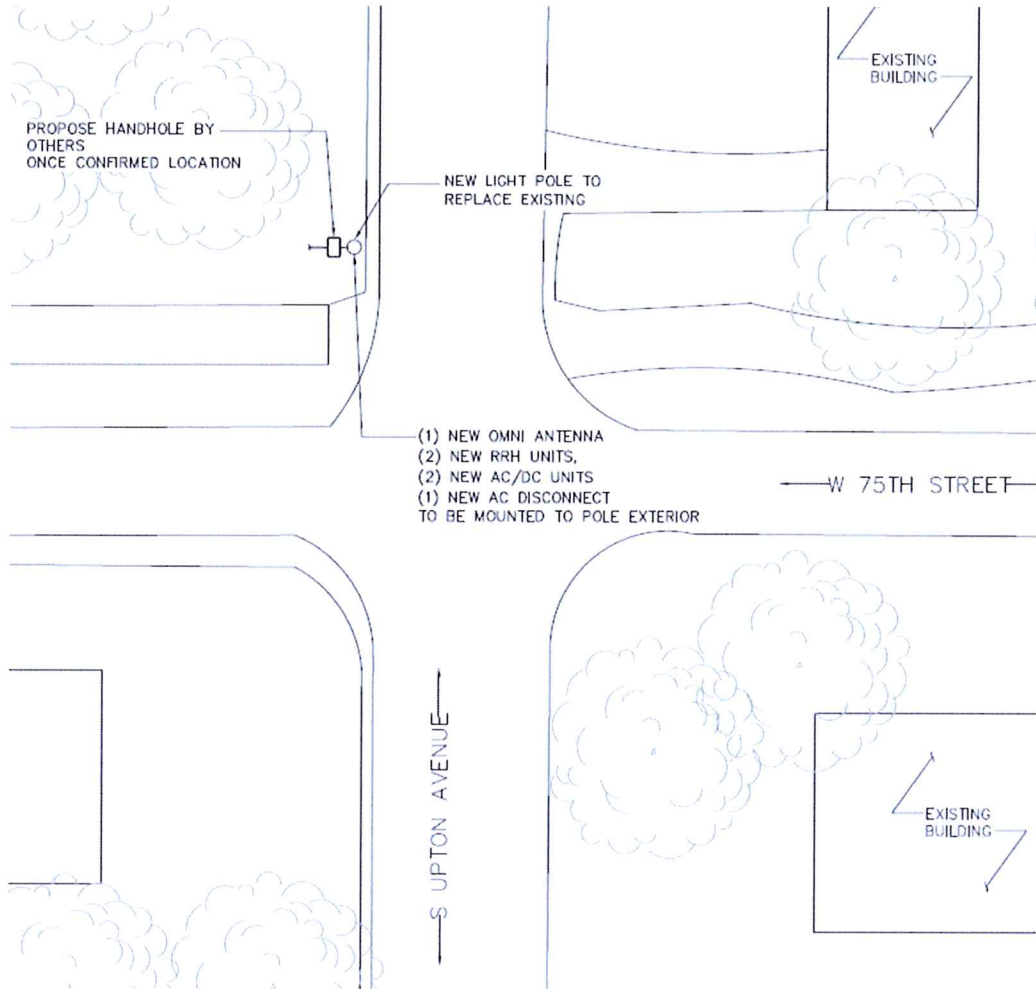


EXHIBIT 2

Equipment Space (if any), Antenna Space and Cabling Space

Construction drawings comprised of 9 pages, last revision date 4/12/19, prepared by Fullerton Engineering.



STAFF REPORT NO. 61
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
4/20/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the first amendment to the Nine Mile Creek Regional Trail Cooperative Agreement with Three Rivers Park District for trail extension construction as part of the 77th Street Underpass project.

EXECUTIVE SUMMARY:

The eastern portion of Nine Mile Creek Regional Trail (NMCRT) currently serves both Richfield and Bloomington. The NMCRT's master plan recognized the potential for the trail to have two segments near the airport with the southern trail running from 12th Ave south of Hwy 494 along American Blvd. through Bloomington, and a northern trail running from 12th Ave north of Hwy 494 running east through the forthcoming 77th Street Underpass.

The 77th St Underpass project design includes a trail component that will be used to extend Nine Mile Creek Regional Trail under TH 77 as discussed in the NMCRT master plan. The City has requested Three Rivers funding support of \$300,000 for development and construction of the trail extension. Funding for this trail extension has been identified in Three Rivers' 2022 Capital Improvement Program. In order to access and use the funds for the purpose described above, both parties must agree to amend the existing NMCRT Cooperative Agreement. This amendment was approved by the TRPD Board of Commissioners at its April 15, 2021 regular meeting.

RECOMMENDED ACTION:

By Motion: Approve the first amendment to the Nine Mile Creek Regional Trail Cooperative Agreement with Three Rivers Park District for trail extension construction as part of the 77th Street Underpass project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

As proposed, the First Amendment to the NMCRT Cooperative Agreement will provide \$300,000 of funding in 2022 from Three Rivers to the City for the trail extension. Under the terms of the First Amendment, the City will be responsible for maintenance and management of the trail extension until such a time that the NMCRT master plan is amended to incorporate the extension into a larger plan for

the trail to extend to Terminal 2 of MSP and to Fort Snelling State Park and trail network. The First Amendment does not commit TRPD to any further extension of the trail. Such a commitment would occur through a TRPD NMCRT Master Plan amendment process and would only be viable through a multi-agency partnership commitment to further development of the trail extension.

This trail extension will serve as a direct access route for non-motorized commuting to MSP—one of the largest employment nodes in the metro area. As such, TRPD sees it as an excellent example of the increasing demand in the regional trail network to play dual roles, as both a recreational network and as a transportation network. Three Rivers believes support of this trail extension is helpful in developing the future partnerships needed to address the changing role of the regional trail network.

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

Construction of this trail extension is consistent with the Richfield comprehensive Plan (Chapter 7 - Transportation).

C. CRITICAL TIMING ISSUES:

Construction of the 77th St. Underpass will begin this summer and having this agreement amendment in place will ensure Richfield's receipt of the funding from TRPD for trail extension construction.

D. FINANCIAL IMPACT:

None.

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ TRPD NMCRT 1st Amendment	Contract/Agreement
▣ Exhibit	Exhibit

**First Amendment to
TRAILWAY COOPERATIVE AGREEMENT
FOR
NINE MILE CREEK REGIONAL TRAIL –
76TH STREET - 12TH AVE. TO CEDAR AVE.
THREE RIVERS PARK DISTRICT AND THE CITY OF RICHFIELD**

**Nine Mile Creek Regional Trail Extension Construction
from 76th Street to Longfellow Avenue via the Highway 77 Underpass Project**

This First Amendment, made and entered into this ____ day of _____, 2021 by and between Three Rivers Park District, a public corporation and political subdivision of the State of Minnesota, (hereinafter referred to as "Park District") and the City of Richfield, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City").

Whereas, the Park District and City entered into a Trailway Cooperative Agreement ("Agreement") for the Nine Mile Creek Regional Trail on March 18th, 2010; and

Whereas, the City is in the process of designing and constructing an extension of Richfield Parkway and 77th Street as a new underpass of Highway 77; and

Whereas, the Park District desires to partner with the City to extend the Nine Mile Creek Regional Trail from 76th Street south along Richfield Parkway and east on 77th Street through the underpass of Highway 77 to Longfellow Road to preserve the potential for future regional trail connections to the Minneapolis-St. Paul Airport and to the trail network at Fort Snelling State Park.

Now therefore, in consideration of mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Park District agree to amend the Agreement as follows:

Except as herein provided, the terms, conditions, and provisions of the Agreement shall apply to and govern the provisions of this First Amendment.

1. Construction.

The City will administer the trail construction contract and inspect the construction of all contract work. The Park District will have the right to enter the jobsite and make inspections deemed necessary and shall cooperate with the City staff, but the Park District will have no responsibility for the supervision of the work.

2. Funding.

The Park District agrees to fund a fixed amount of \$300,000 for the development of the trail segment from 76th Street south along Richfield Parkway and east on 77th Street through the underpass of Highway 77 to Longfellow Road as depicted in Exhibit B. Park District funding will be available at the City's request in January of 2022 or when construction begins, whichever is later.

3. Land Acquisition.

The City will be responsible for securing any temporary and permanent easements necessary for trail construction and use of the trail. The trail extension shall remain the property and responsibility of the City until a Second Amendment conveying rights and responsibilities to the Park District is approved. A Second Amendment

would occur if the Nine Mile Creek Master Plan is updated to include the trail extension as well as a further extension of the trail to Terminal 2 of MSP Airport onward to Fort Snelling State Park.

IN WITNESS WHEREOF, Park District and the City have entered into this First Amendment as of the date and year first above written.

CITY OF RICHFIELD,
a Minnesota municipal corporation

By: _____
Its Mayor

Date _____

By: _____
Its City Manager

Date _____

THREE RIVERS PARK DISTRICT,
a public corporation and political subdivision
of the State of Minnesota

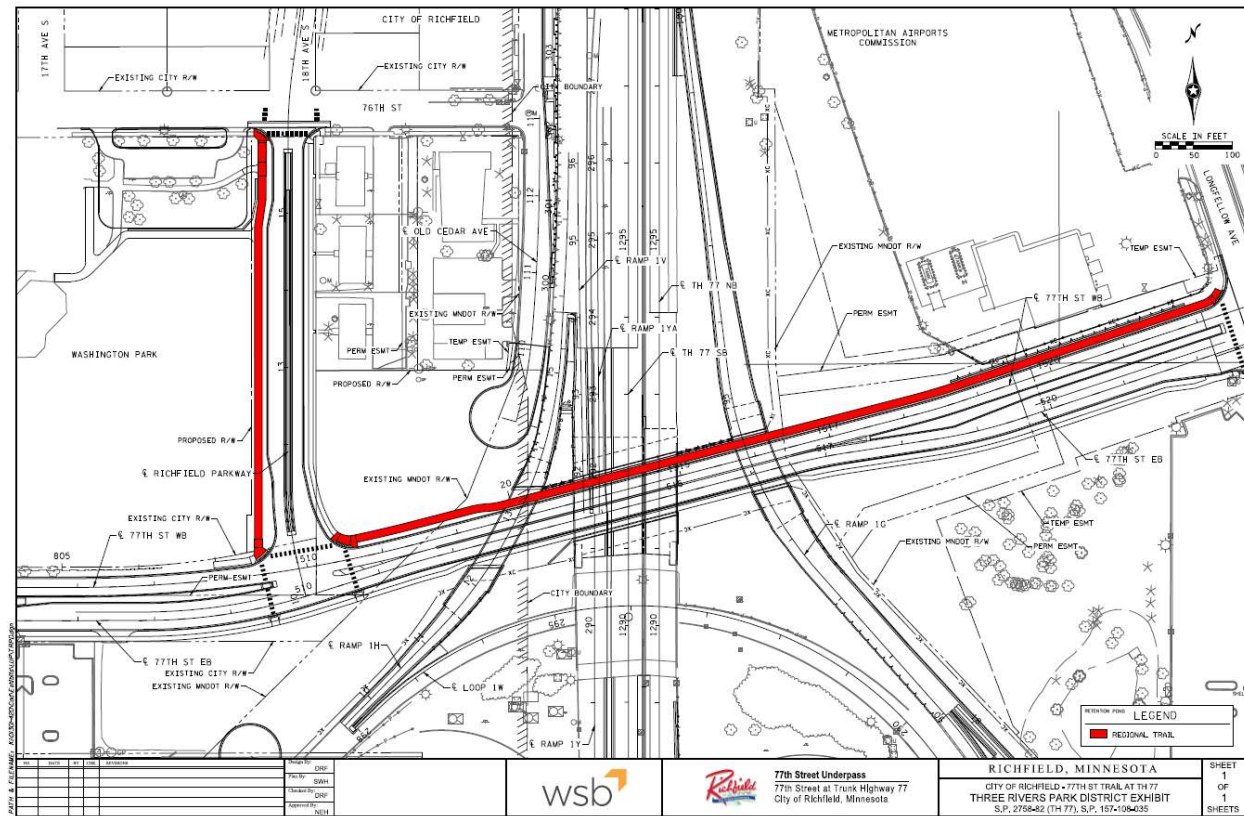
By: John Gunyou
John Gunyou, Board Chair

Date 04/16/2021

By: Boe R Carlson
Boe R. Carlson, Superintendent
and Secretary to the Board

Date 04/16/2021

Exhibit B:



Document Reference : a4944a65-535d-4c96-a3b6-cc9f3fab1261
Document Title : 1st Amendment Nine Mile Creek RT with Richfield
Document Region : Northern Virginia
Sender Name : Linda Ziegler
Sender Email : linda.ziegler@threeriversparks.org
Total Document Pages : 3
Secondary Security : Not Required
Participants

1. John Gunyou (john@gunyou.com)
2. Boe R. Carlson (boe.carlson@threeriversparks.org)

CC

1. Jonathan.Vlaming@threeriversparks.org
2. Julie.Sommers@threeriversparks.org

Document History

Timestamp	Description
04/16/2021 08:53AM CDT	Document sent by Linda Ziegler (linda.ziegler@threeriversparks.org).
04/16/2021 08:53AM CDT	Email sent to John Gunyou (john@gunyou.com).
04/16/2021 08:53AM CDT	Email sent to Linda Ziegler (linda.ziegler@threeriversparks.org).
04/16/2021 10:15AM CDT	Document viewed by John Gunyou (john@gunyou.com). 73.24.142.117 Mozilla/5.0 (Macintosh; Intel Mac OS X 11_2_3) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/89.0.4389.114 Safari/537.36
04/16/2021 10:15AM CDT	John Gunyou (john@gunyou.com) has agreed to terms of service and to do business electronically with Linda Ziegler (linda.ziegler@threeriversparks.org). 73.24.142.117 Mozilla/5.0 (Macintosh; Intel Mac OS X 11_2_3) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/89.0.4389.114 Safari/537.36
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04/16/2021 10:15AM CDT	Email sent to Boe R. Carlson (boe.carlson@threeriversparks.org).
04/16/2021 10:23AM CDT	Document viewed by Boe R. Carlson (boe.carlson@threeriversparks.org). 68.46.8.81 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/89.0.4389.114 Safari/537.36 Edg/89.0.774.75
04/16/2021 10:24AM CDT	Boe R. Carlson (boe.carlson@threeriversparks.org) has agreed to terms of service and to do business electronically with Linda Ziegler (linda.ziegler@threeriversparks.org). 68.46.8.81 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/89.0.4389.114 Safari/537.36 Edg/89.0.774.75
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04/16/2021 10:24AM CDT	Document copy sent to John Gunyou (john@gunyou.com).
04/16/2021 10:24AM CDT	Document copy sent to Boe R. Carlson (boe.carlson@threeriversparks.org).

38

Three Rivers Park District

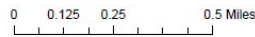
Figure 16
Bloomington Segment of the Nine Mile Creek Regional Trail
Source: Three Rivers Park District



Nine Mile Creek Regional Trail | Bloomington

Map prepared by Three Rivers Park District
Planning Department - AR September 11, 2013

This GIS Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The user acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.





STAFF REPORT NO. 62
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
4/20/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the Approval of the 77th Street Underpass Final Design Layout, Project Plans and Specifications and Authorize Project Bidding.

EXECUTIVE SUMMARY:

Background

Consistent with City Council direction, the Capital Improvement Plan (CIP), and the City's Comprehensive Plan, staff is working towards the construction of the 77th Street Underpass Improvements Project.

The 77th Street underpass will connect 77th Street east and west of Trunk Highway (TH) 77 (Cedar Avenue) to eliminate a gap in the minor reliever network. The project will connect Bloomington and Longfellow Avenues and address regional traffic issues on the I-494 corridor through Richfield and Bloomington.

With a project funding package identified and plans at 100% approval through MnDOT, staff are recommending moving forward to advertise in May 2021 with construction anticipated to begin in July 2021. Construction will be ongoing through October 2023.

Final Layout, Plans and Specifications

At the September 11, 2018 regular meeting, the City Council approved the final layout of the 77th Street Underpass. Since final layout approval in 2018, project staff and the engineering consultant have had to make small changes to the final layout, mostly related to the stormwater solutions for the project. The biggest changes are the elimination of the stormwater holding ponds on the NE and SE quadrant of the underpass, with that infrastructure moving underground. The updated final design layout dated December 2020 is attached for review and approval.

Due to the size of the Project Manual and Construction Specifications (1,842 pages) and the fact that they are nonpublic until bidding has commenced, those documents are not attached to this staff report. However, if requested, staff can make them available for review by City Council prior to the meeting

Bid Authorization

Following authorization to move forward with soliciting competitive bids for project construction, staff will be

working with the engineering consultant to let the project. At this time, staff is expecting to have City Council consider awarding the contract to the lowest responsive and responsible bidder at the June 22, 2021 City Council meeting.

RECOMMENDED ACTION:

By Motion: Approve the 77th Street Underpass Final Design Layout, Project Plans and Specifications and Authorize Project Bidding.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City Council passed Resolution No. 10847 on October 8, 2013 supporting the 77th Street Underpass Project.
- The City Council passed Bill No. 2013-24 on December 10, 2013 adopting the 77th Street Underpass Official Right-of-Way Map (City Ordinance 551).
- An open house was held March 10, 2016 gathering feedback on two layout options.
- A City Council work session was held on April 12, 2016 in which staff presented the layout options, the open house feedback, and received direction on the design moving forward. Council directed staff to explore another alternative layout that provided the future Richfield Parkway connection along the east side of Washington Park, eliminating the need for a bridge or intersection for old Cedar Ave.
- A City Council work session was held on May 10, 2016 in which staff presented the alternative Richfield Parkway connection layout brought up at the April 12 meeting. Council consensus was to direct staff to proceed with this layout.
- A City Council work session was held on June 27, 2017 in which staff updated the Council on project design, schedule, and funding.
- A project open house was held January 18, 2018 gathering feedback on the project layout including both the Richfield Parkway connection and separate improvements to Washington Park. Comments primarily focused on the sledding hill, parking, and other park impacts.
- A City Council work session was held on February 27, 2018 in which staff presented the open house feedback, and received direction on the design moving forward including informal approval of the Preliminary Design Layout.
- At the September 11, 2018 regular meeting, the City Council approved the final layout of the 77th Street Underpass.
- Since final layout approval in 2018, project staff and the engineering consultant have had to make small changes to the final layout, mostly related to the stormwater solutions for the project. The biggest changes are the elimination of the stormwater holding ponds on the NE and SE quadrant of the underpass, with that infrastructure moving underground.

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

- For City contracts or purchases estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
- Construction of the 77th Street Underpass is consistent with the City's Comprehensive Plan (Chapter 7 - Transportation) and has been included in the Capital Improvement Budget and Plan.

C. CRITICAL TIMING ISSUES:

- With project funding identified and agreements between local agencies in draft form, the project team is ready to advertise for bids once MnDOT staff signs the final plans.
- Soliciting bids in May will allow the project to break ground as soon as July 2021.

D. FINANCIAL IMPACT:

- The overall project uses/sources is attached.
- The project construction is estimated to cost \$21,000,000 and will be paid for primarily by the following sources:
 - Federal: \$7,000,000
 - State Bonding: \$11,678,815

- MnDOT: \$4,000,000
- Local funds: \$150,000 for utility replacement and as needed

E. **LEGAL CONSIDERATION:**

None

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

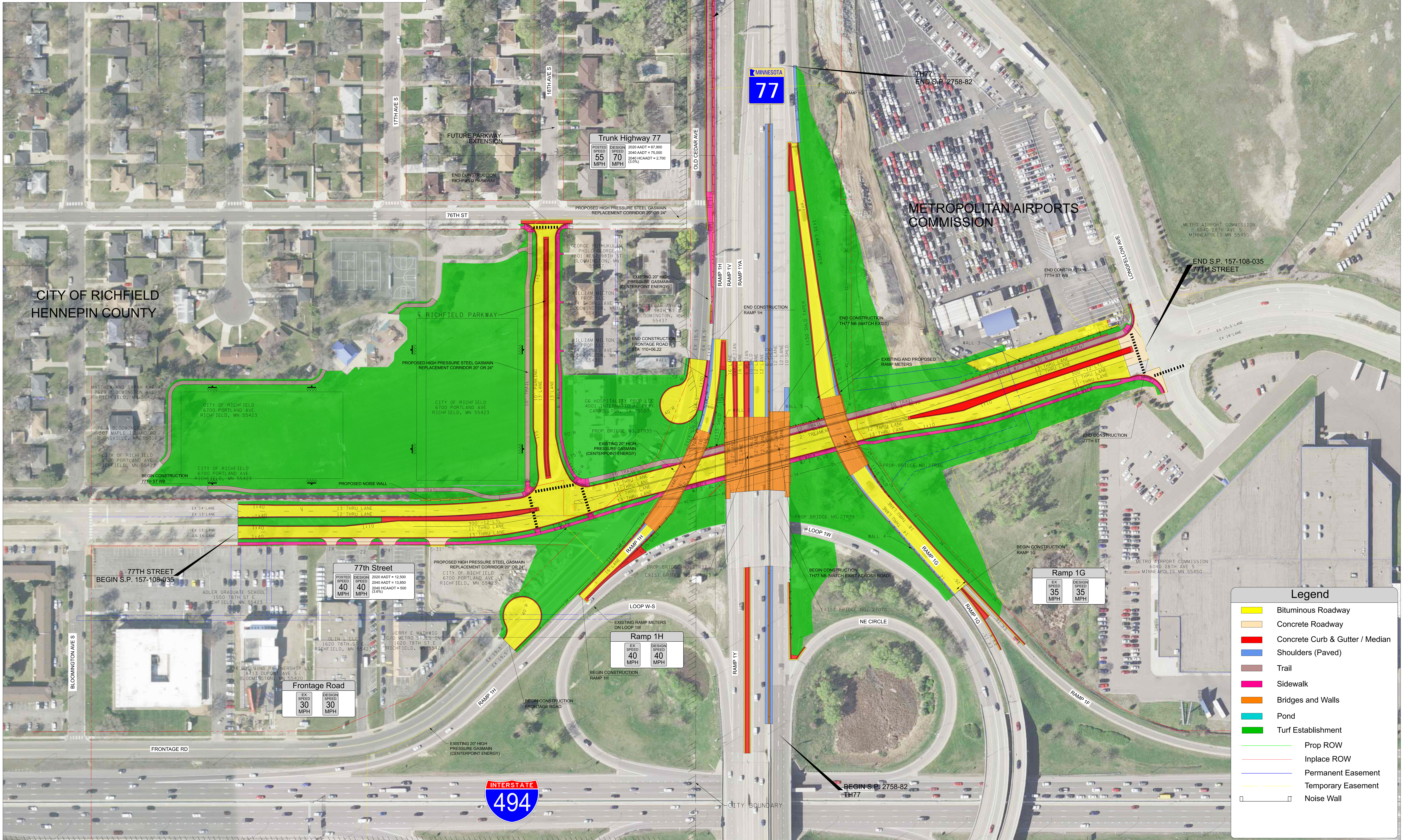
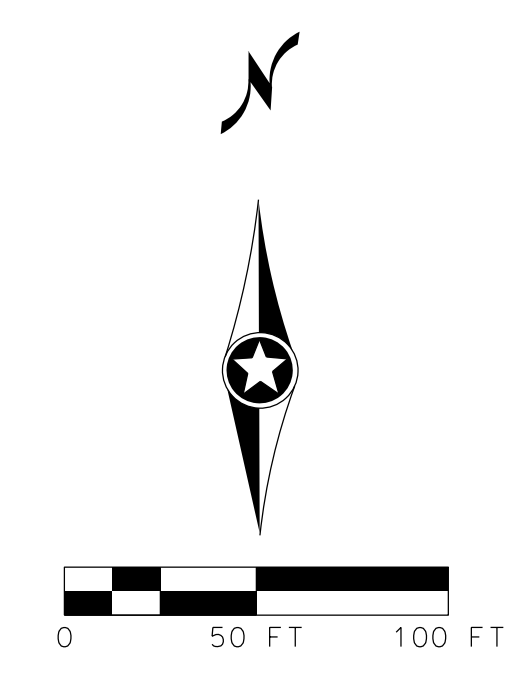
None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Final Layout 12-2020	Exhibit
<input type="checkbox"/>	Project Uses and Sources	Backup Material

77TH Street Improvements

FINAL LAYOUT
DECEMBER 2020



Funding Uses/Sources

Updated 4/20/2021

77th Underpass

Richfield Project No. 41300

Uses:

Design	\$2,300,000
Construction Costs	\$21,000,000
Utility Relocation	\$200,000
Right of Way (ROW)	\$7,000,000
Legal	\$100,000
Construction Administration	\$400,000
City Labor	\$375,000
Additional Contingency	\$1,050,000.0
Total Uses	\$32,425,000

Notes

2021 estimate (includes 5% contingency)

City Staff

5% above what's in the construction est.

Sources:

LRIP-Design	\$2,146,842
Federal	\$7,000,000
2017 State Bonding	\$10,000,000
2020 State Bonding	\$6,000,000
Three Rivers Park	\$300,000
Hennepin County	\$1,500,000
MnDOT	\$4,000,000
MAC	\$300,000
MSA	\$500,000
Total Sources	\$33,246,842

Design

Construction, requires 20% match (MnDOT)

ROW (\$4.32M) & Construction (\$5.68M)

Construction

TRPD Trail - billed as actual cost

ROW

As needed for ineligible items

Low Risk

Medium Risk

High Risk



STAFF REPORT NO. 63
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Nellie Jerome, Assistant Planner / Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
4/20/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Second reading to consider a proposed ordinance amendment to modify rules related to home occupations, and summary publication of said ordinance.

EXECUTIVE SUMMARY:

The identified purposes of the home occupation regulations of the Zoning Code are to allow for home occupations that are appropriate for residential settings; to protect those conducting a home occupation from self-induced harm; and to allow for home occupations that would not negatively impact others in a residential area. At the request of the City Council, staff has reviewed the current zoning regulations, the Comprehensive Plan, and recent complaints related to home occupations. Based on this review, staff is recommending the following revisions.

Proposed revisions:

- Clarify that operators of a home occupation must reside on the premises full-time.
- Currently, home occupations must be operated entirely within an enclosed building. The proposed amendment adds an exception that will allow growing food or ornamental crops as an outside home occupation, so long as materials are maintained in a clean and orderly manner. Produce grown on-site may be sold or distributed off-site, or (based on the public hearing and discussion at the Planning Commission meeting), may be made available for on-site pick-up via a Community Supported Agriculture (CSA) distribution model.
- Clarify commercial vehicle allowances.
- Clarify prohibitions related to retail sales as a home occupation.
- Allow one non-resident employee in addition to resident employees, by right.

The proposed regulations are intended to allow expanded opportunities for home occupations and local food production, while minimizing the more-disruptive aspects of commercial business that are often bothersome to neighbors.

RECOMMENDED ACTION:

By motion:

- 1. Approve the attached ordinance amending rules related to home occupations; and**
- 2. Approve a resolution authorizing summary publication of the attached ordinance amending rules related to home occupations.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The ability to conduct a home occupation can provide affordability and flexibility for business owners and employees, particularly small entrepreneurs.
- Businesses that generate noise, include outdoor storage, generate traffic, or have similar noticeable effects tend to generate complaints from neighbors and have historically been prohibited as home occupations.
- Businesses that are conducted within a fully enclosed building, with limited outside employees or customer traffic, are generally not noticeable to neighbors and have therefore been permitted as home occupations.
- At present, all residents in Richfield can grow food at home and share that food with friends and family. There are no limits as to the size or placement of either food or ornamental gardens on private residential property (with the exception of sight triangle regulations at corners).
- Backyard gardens, like the World War II “victory gardens” which encouraged people in the U.S. to grow their own food, are common throughout the metro area and can be a rewarding pastime and a way to grow extra produce during the warmer months.
- The Community Supported Agriculture (CSA) model generally sells “shares” at the beginning of the growing season and a box of produce is provided to the consumer weekly or bi-weekly throughout the season.
- Commercial businesses and religious institutions often serve as distribution locations for CSA shares.
- The Planning Commission voted unanimously at the meeting on March 22, 2021, to recommend approval of the proposed ordinance amendment, including an additional allowance for on-site CSA pick-up of produce grown on-site.
- The City Council approved a first reading of this ordinance on April 13, 2021.

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

- The purpose of the Zoning Code is to protect public health, safety, comfort, aesthetics, economic viability, and general welfare of the city, by fostering harmonious and workable relationships between land uses.
- The purposes of the home occupation rules are to allow home occupations that are appropriate for residential settings, to protect those conducting a home occupation from self-induced harm, and to protect the property rights of neighbors.
- The Comprehensive Plan includes a goal to explore opportunities for policy change related to local food production and entrepreneurship.
- Staff has reviewed the home occupation regulations of nearby and peer communities in regard to market/production gardens and CSA distribution. Staff reviewed the ordinances of the cities of Bloomington, Eagan, Edina, Hopkins, Minneapolis, and St. Louis Park. The following is a summary of policies in these peer communities:
 - Horticultural activities are generally allowed as accessory uses in most cities, although not as home occupations.
 - None of the cities allowed retail sales from residential properties.
 - None of the suburban cities allow production/market gardening as a home occupation.
 - The City of Minneapolis permits “the growing of food or ornamental crops, to be sold or donated off-site” as a home occupation.
 - Minneapolis allows CSA box pickup as an accessory use in residential areas, unrelated to home occupations.
- Finding that there are benefits of on-site produce pick-up to both growers and nearby consumers, and based on the public hearing and discussion at the Planning Commission meeting, staff recommend allowing on-site pick-up of on-site-grown produce only through a CSA model of distribution. CSA models involve delivery or pick up of a weekly produce

box for which customers pre-pay at the beginning of the growing season. The CSA model does not involve active sales of produce, making it a more appropriate activity for home occupations while still increasing local access to fresh food.

- City staff recommends that the regulation not include a specified limit on the number of pick-ups per day or week because it would be very difficult to enforce. Further, limiting distribution to produce grown on an individual site will naturally limit then number of shares than can sold.

C. CRITICAL TIMING ISSUES:

Delay of the adoption of revised rules will likely impact the spring growing season. Current rules do not allow production/market gardening as a home occupation.

D. FINANCIAL IMPACT:

None.

E. LEGAL CONSIDERATION:

- Notice of the Planning Commission's public hearing was published in the Sun Current newspaper on March 11, 2021.
- The first reading of the ordinance by the City Council was held on April 13.
- Zoning ordinance amendments are effective upon publication in the Sun Current Newspaper, typically 10 days following adoption by the City Council.

ALTERNATIVE RECOMMENDATION(S):

- Recommend approval of an ordinance amendment to modify rules related to home occupations with an added provision allowing produce grown off-site to be distributed through a CSA model at residential properties.
- Recommend denial of an ordinance amendment to modify rules related to home occupations, maintaining the status quo.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Proposed Ordinance	Ordinance
□ Resolution - Summary Publication	Resolution Letter

BILL NO. _____

**AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE
REGULATIONS RELATED TO HOME OCCUPATION RULES**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Section 509.21 of the Richfield Zoning Code, Home Occupations, is amended to read as follows:

Subdivision 1. Home occupation defined. Home occupations are defined in subsection 507.07 of this Code.

Subd. 2. Purposes. The purposes of this subsection are to allow for home occupations that are appropriate for residential settings; protect those conducting a home occupation from self-induced harm; and protect the property rights of neighbors.

Subd. 3. Compliance required. A home occupation may be established and conducted only in accordance with this subsection.

Subd. 4. Subordinate use. A home occupation shall be permitted as an accessory use to a residential dwelling unit. The home occupation use must be clearly subordinate to the residential use of the property, occupying no more than 25 percent of the gross floor area of the dwelling (excluding garages), and must be conducted by a person or persons who reside full-time in the dwelling .

Subd. 5. Activities. A home occupation must be conducted in such a manner that activities connected with it are not noticeable from adjacent streets or residential lots, and except as permitted in Subd. 6 below, do not draw attention to the home occupation. All activities related to a home occupation must be conducted within a fully enclosed building. The growing of food or ornamental crops, to be sold or donated off-site, shall be exempt from this provision provided that plants and related materials are maintained in a clean and orderly manner and that waste is disposed of appropriately. Food or ornamental crops may only be made available for on-site pick-up, provided that they are grown on-site, if they are distributed through a Community Supported Agriculture (CSA) model.

Subd. 6. Advertising. Signs are allowed in accordance with the provisions of Section 549 of the zoning code.

Subd. 7. Outside storage. No outside storage of products or materials or equipment connected with the home occupation is permitted. This

subdivision does not prohibit the outside parking of motor vehicles on the driveway of the premises in accordance with Subd. 8 below.

Subd. 8. Outdoor parking of commercial vehicle. Outdoor parking of no more than one (1) commercial vehicle ~~identified for business purposes~~ is permitted, provided that the vehicle is registered to an occupant of the home, and that such vehicle parking is not otherwise prohibited by Section 1320 of the city code or any other applicable district regulations.

Subd. 9. Parking, structural changes, lighting. Parking, structural alteration, lighting or similar facilities which indicate a use of the dwelling for purposes other than a residential structure are prohibited. Home occupations involving the need for more than three (3) outdoor parking spaces for operators and customers shall be prohibited. Parking facilities required to serve the home occupation shall be provided on the premises, but no such parking facilities shall be provided within any required front or side yard, except upon an established driveway.

Subd. 10. Retail sales. ~~Continuous~~ Regular retail sales or distribution of products on the premises are prohibited. Occasional sales of products or other articles are permitted where the dwelling serves as an office for a person regularly engaged in retail sales outside the dwelling, or where such occasional sales are incidental to and not the primary purpose of the home occupation.

Subd. 11. Specific activities prohibited. The following activities shall not be allowed as home occupations:

- a) The repair, whether for consideration or not, of motor vehicles which are not registered to a resident of the dwelling on the property where the repair is made, or to a son or daughter, sibling, parent, grandparent, or grandchild of a resident of the property;
- b) Adult business establishments regulated under Section 1196 of the city code;
- c) The practice of medical, dental, chiropractic, psychiatric, or other similar treatment or therapy, including acupuncture, where the person(s) providing such treatment or therapy is not licensed by the State of Minnesota to administer such treatment or therapy; or in the case of massage therapy, where the person(s) providing such treatment is not certified by the "National Certification Board for Therapy Massage and Bodywork" or by the "Massage and Bodywork Licensing Examination;"

- d) Businesses, educational programs, or similar gatherings which meet on a regular basis, having more than six (6) nonresident adults in attendance at one (1) time;
- e) Pet grooming or pet care facilities, except those legally existing on or before June 1, 1995;
- f) Gun or ammunition sales/repair, except those legally existing on or before June 1, 1995;
- g) Music instruction, unless conducted within a single-family (detached) dwelling;
- h) Tattoo businesses; and
- i) Sale of honey produced by hives located within the city regulated under section 906 of the city code.

Subd. 12. Performance standards. A home occupation may not adversely impact the residential character of the dwelling or its neighborhood because of the emission of noise, odor, water, smoke, dust, gases, heat, glare, vibration, electrical interference, or parking or traffic resulting from the conduct of the home occupation.

Subd. 13. Nonresident employee. One (1) person in addition to the person or persons who occupy the dwelling may be employed at the residence. ~~if a conditional use permit is issued in accordance with Subsection 547.09 of this Code.~~

Subd. 14. Hours of operation. The hours of operation for any home occupation shall be limited to between 7:00 a.m. and 9:00 p.m.

Subd. 15. Use of equipment. No mechanical or electrical equipment requiring in excess of 240 volts single phase shall be permitted in the conduct of a home occupation, and no electric motor shall exceed three (3) horsepower.

Section 2 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE
REGULATIONS RELATED TO HOME OCCUPATION RULES**

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE
REGULATIONS RELATED TO HOME OCCUPATION RULES**

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

This ordinance amends Zoning Code Section 509.21, Home Occupations. The approved ordinance includes amendments to clarify the intent of the home occupation rules, and to allow growing food or ornamental crops as an outside home occupation, so long as materials are maintained in a clean and orderly manner. The ordinance amendment requires that produce may either be sold or distributed off-site, or may be made available for on-site pick-up via a Community Supported Agriculture (CSA) distribution model so long as it is grown on-site. The amendment also allows one non-resident employee, in addition to resident employees, by right.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	5.



STAFF REPORT NO. 64
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
4/21/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a second reading of an ordinance rezoning property at the northeast corner of Lyndale Avenue and 65th Street to Planned Mixed Use (PMU) and consider approval of a resolution for a variety of land use approvals for a mixed use Planned Unit Development.

EXECUTIVE SUMMARY:

ESG Design and Architecture, on behalf of Enclave Companies (Developer), submitted land use applications for a Planned Unit Development (PUD) consisting of a mixed use building at the northeast corner of Lyndale Avenue and 65th Street. The proposed development, known as Lynk65, would consist of 159 residential units, residential amenities, and approximately 8,000 square feet of commercial space. The development would replace an existing strip mall and a single-family residence. The project area is currently zoned General Commercial (C-2).

The site is located in what has been known as the Lakes at Lyndale area. Since the late 1990s, the City has identified this area for reinvestment and/or redevelopment. The Comprehensive Plan designates this area as Mixed Use; the intent of which is to create a vibrant, thriving city center that will serve as Richfield's downtown. The city center is to include a mix of residential, shopping, recreational and business uses. The proposed development utilizes high-quality vertically mixed use urban design; adding households as well as new small-scale commercial space to the city center. The requested zoning change to Planned Mixed Use will allow for flexibility in administering specific requirements of the Zoning Code on an oddly-shaped site, in exchange for superior design and a project that meets the needs of the community.

The Planning Commission held a public hearing for the rezoning and proposed development on March 22, 2021. Minutes from that meeting are included as an attachment to this report. The Planning Commission voted unanimously to recommend approval of rezoning the property to PMU and to recommend approval of the development plans. Staff finds that the proposed project meets the goals of the Comprehensive Plan and Zoning Code requirements, and therefore recommends approval of the applications. This proposal meets, and actually exceeds, the City's current Inclusionary Housing Policy (by providing the full "in-lieu" payment and including ten additional two-bedroom units affordable to households earning 60% of the area median income).

RECOMMENDED ACTION:

By motion:

- 1. Approve an ordinance amending Appendix I of the Richfield City Code to change the zoning designation of property at the northeast corner of Lyndale Avenue and 65th Street from General Commercial (C-2) to Planned Mixed Use (PMU).**
- 2. Approve a resolution approving the Planned Unit Development, Conditional Use Permit, and Final Development Plan for Lynk65.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On September 24, 2019 representatives of Lynk65 presented conceptual plans for a mixed use development to the City Council, Housing and Redevelopment Authority (HRA), and Planning Commission.
- Revised conceptual plans were presented to the City Council, HRA, and Planning Commission on July 20, 2020.
- In the Fall of 2020 the City Council approved a Modification to the Redevelopment Plan and Tax Increment Plan to facilitate the development and the inclusion of affordable rental units within the project.
- Per City Council policy a neighborhood meeting is required for Zoning Amendment (rezoning) requests. On Wednesday, March 3, representatives from Enclave Companies and ESG Architecture and Design hosted a neighborhood meeting regarding the development proposal. The project team presented the proposed plans and renderings to approximately a dozen individual attendees. Discussion and questions were on a range of topics including: residential density, parking, affordability, fencing and screening, traffic and other impacts on the surrounding neighborhood.
- The Planning Commission held a public hearing for the rezoning and proposed development on March 22, 2021. The Planning Commission voted unanimously to recommend approval of rezoning the property to PMU and to recommend approval of the development plans.

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

- The City's Comprehensive Plan designates a large contiguous area including the subject property as a mixed use downtown. The intent of the mixed use category is to create a vibrant, thriving city center that will serve as Richfield's downtown. The city center is to include a mix of residential, shopping, recreational and business uses. Residential densities are envisioned as being a range between 50 and 150 units per acre in the city center. At 77 units per acre, the proposed development falls in the middle of the range. The proposed Zoning District is Planned Mixed Use, with the underlying Mixed Use Community (MU-C) zoning district serving as a basis for code requirements.
- Planned Unit Developments are intended to encourage the efficient use of land and resources and to encourage innovation in planning and building. In exchange for these efficiencies and superior design, flexibility in the application of dimensional requirements is available. The proposal substantially complies with the Mixed Use-Community Districts requirements. Minor deviations with regard to sidewalks along rights-of-way, impervious area and building coverage, and upper story setbacks, are alternatively addressed through site and building design. There are a number of sets of review criteria that apply to this proposal. Generally, the criteria require that the Council find that the proposal conforms to the goals and policies of the Comprehensive Plan and Zoning Code without having undue adverse impacts on public health, safety, and welfare.
- The proposal includes 238 parking stalls for residents and commercial space users provided as surface and structured podium parking. Parking requirements can be reduced by 10% based on proximity to frequent public transit service, which would apply in this location. Residential parking requirements in the Mixed Use Districts are 1.25 per unit. With 159 proposed units a minimum of 179 stalls are required for the residential component of the project.

Commercial parking requirements range from 3 to 4 spaces per 1,000 square feet of retail/office/service. As no commercial tenants have been identified, that requirement is averaged to 3.5 spaces per 1,000 square feet. Coffee shops (4.5 spaces per 1,000 square feet) and restaurants (10 spaces per 1,000 square feet) carry higher parking requirements. Calculating the

commercial parking requirement for this project is dependent on whether a restaurant or coffee shop space is included. Please see the chart below for examples. Depending on the type of commercial user, between 22 and upwards of 50 spaces would be required for the commercial component of the project. As the proposal includes 53 surface stalls, staff is recommending a condition of the PUD limiting the amount of restaurant space to 4,500 square feet, which would likely result in an associated parking requirement of around 53.

Commercial space allocation	Requirement after 10% transit reduction
8,000 sq. ft. retail/office/service at 3.5 stalls per 1k sf (no restaurant space)	25 spaces
6,800 sq. ft. retail/office/service + 1,200 sq. ft. coffee shop	21 spaces (retail) + 5 spaces (coffee shop) = 26 total
6,800 sq. ft. retail/office/service + 1,200 sq. ft. restaurant	21 spaces (retail) + 11 spaces (restaurant) = 32 total
3,500 sq. ft. retail/office/service + 4,500 sq. ft. restaurant	11 spaces (retail) + 41 spaces (restaurant) = 52 total

- A full discussion of all applicable review criteria is provided as an attachment to this report - see "Required Findings" below.

C. CRITICAL TIMING ISSUES:

A complete application was received and the "60-day clock" started on March 8, 2021. The Council must make a decision on the Zoning requests, or extend the deadline by an additional 60 days, by May 7, 2021.

D. FINANCIAL IMPACT:

The application processing fees have been paid.

E. LEGAL CONSIDERATION:

- A public hearing on the rezoning and development plans was held before the Planning Commission on March 22, 2021. Notice of the public hearing was published in the Sun Current Newspaper and mailed to properties within 500 feet of the site.
- The Planning Commission voted unanimously to recommend approval of rezoning the property to PMU and to recommend approval of the development plans.
- The City Council approved a first reading of the ordinance rezoning the property on April 13, 2021.

ALTERNATIVE RECOMMENDATION(S):

- Approve the requests with modified or additional stipulations.
- Deny the requested land use approvals with findings that requirements are not met.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives from Enclave Companies, ESG Architecture and Design, and Westwood Professional Services.

ATTACHMENTS:

Description	Type
□ Ordinance - Rezone from C-2 to PMU	Ordinance
□ PUD Resolution	Resolution Letter
□ PUD Requirements	Backup Material
□ Proposed Plans	Exhibit

- | | | |
|---|------------------------------------------------------------|-----------------|
| ▣ | Zoning Map | Exhibit |
| ▣ | Planned Land Uses Map | Exhibit |
| ▣ | March Planning Commission Minutes | Backup Material |
| ▣ | March Planning Commission Public Comments regarding Lynk65 | Backup Material |

ORDINANCE NO.

**AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD CITY
CODE BY REZONING LAND AT THE NORTHEAST
CORNER OF LYNDALE AVENUE AND 65TH
STREET AS PLANNED MIXED USE**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 8 of Appendix I of the Richfield Zoning Code (Planned Mixed Use) is amended to add a new Paragraph 10 to read as follows:

(10) M-4 (NE Corner 65th and Lyndale): Lot 1, Block 1, Lyndale Oaks Second Addition.

Sec. 2. Section 3, Paragraph 28 is repealed.
(28) M-4 (E of Lyndale between 64th and 65th). Lots 3 through 5 and Lots 18 through 20, Block 6, Lyndale Oaks Addition except for the Northwesternly 25 feet of Lot 18; and Lot 2, Block 2, J.N. Hauser's Second Addition. (Amended, Bill No. 1992-11, 2011-22)

Sec. 3. This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

**RESOLUTION APPROVING AN
FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
AT THE NORTHEAST CORNER OF LYNDALE AVENUE AND 65TH STREET**

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to allow construction of a five-story mixed-use building on the parcel of land located at the northeast corner of Lyndale Avenue and 65th Street ("subject property"), legally described as:

Lot 1, Block 1, Lyndale Oaks Second Addition, Hennepin County, Minnesota

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its March 22, 2021 meeting, and recommended approval of the amended final development plan and conditional use permit; and

WHEREAS, notice of the public hearing was mailed to properties within 500 feet of the subject property on March 9, 2021 and published in the Sun Current newspaper on March 11, 2021; and

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

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

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

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved for a mixed-use development as described in City Council Report No. ____, on the Subject Property legally described above.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:
 - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee

Reports dated February 26, 2021 and compliance with all other City and State regulations.

- Permitted uses shall include those uses permitted in the Mixed-Use Community District. Additionally, Class I and II restaurants exceeding 4,500 square feet in gross area require review of an amendment to the PUD.
 - If a restaurant tenant is installed, odor control systems are required to mitigate cooking odors in accordance with City Code Subsection 544.27.
 - A boulevard feature permit from Richfield Public Works is required before planting on public right-of-way.
 - Final landscaping plans must be approved by the Community Development Department prior to installation. Developer should consider native plantings that meet screening requirements previously identified.
 - Final trail sight line and clear zones must be approved by the City Engineer prior to the issuance of a building permit.
 - All parking spaces shall remain available year round.
 - All new utility service must be underground.
 - All utilities must be grouped away from public right-of-way and screened from public view in accordance with Ordinance requirements. A screening plan is required prior to the issuance of a building permit.
 - The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
 - This approval does not constitute approval of specific signs. Sign permits are required and must be applied for separately.
 - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
 - Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
 - Final stormwater management plans must be approved by the Public Works Director.
 - As-builts or \$7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.
4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.
5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of April 2021.

Maria Regan-Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Required Findings

Part 1: Development proposals in the Mixed Use Districts shall be reviewed for compliance with the following (537.01, Subd.3):

1. *Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan and any redevelopment plans established for the area.* The City's Comprehensive Plan designates a large contiguous area as a mixed use downtown encompassing the greater 66th Street and Lyndale Avenue area. The intent of the Mixed Use category is to create a vibrant, thriving city center that will serve as Richfield's downtown. The city center is to include a mix of residential, shopping, recreational and business uses. The proposed development utilizes high-quality urban design and adds households as well as small-scale commercial opportunities to the city center.
2. *Consistency with the regulations of the Mixed Use Districts as described by Section 537 of the Code.* The proposed development meets the intent of the Mixed Use District regulations. The proposal deviates from regulations as follows:
 - Sidewalks are required along both sides of all public rights-of-way. As proposed, sidewalks are not provided along the portions of Harriet Avenue and 64 ½ Street abutting the north side of the site. These rights-of-way do not have sidewalks in this area. As a result, sidewalk on the north side of the site would not connect to a sidewalk system and thus would be dead ends at the property line. The proposal does include connections from 64 ½ Street to 65th Street along the east side of the building; providing connectivity from the adjoining neighborhood to the north to both the development and to the city center.
 - Proposed impervious area totals 95.3% of the development site exceeding the 80% maximum. The commercial properties proposed to be replaced by this project are extensively covered with impervious surfaces. The intent of this requirement is to provide areas for open space for recreation and storm water management opportunities. The proposed development plans include a third-floor amenity plaza, and two other above-grade outdoor community areas. The size of these amenities is suitable to serve the residents of this development. Additionally, below grade storm water management facilities are proposed to handle increased drainage associated with the added hard surfaces.
 - Building area covers 70.6 percent of the building site exceeding the 50 percent maximum. A significant portion of the proposed building coverage in excess of the 50 percent threshold contains the structure podium parking with the amenity plaza atop. Less this area, the building would be significantly closer to meeting the maximum. For reference, the ground floor building area equates to 54.3% of the total development site. Similar to the impervious area

requirements, the building coverage maximum is intended to ensure the site has open area and for storm water treatment.

- Mixed use developments are required to have a minimum 20-foot front Setback for upper Stories after the 3rd story. The intent behind this requirement is to create a pleasant pedestrian realm by addressing massing on higher parts of buildings so as to maintain a human scale. The proposed design includes activated building frontages along Lyndale Avenue and 65th Street utilizing commercial storefronts and townhome-style units lining the podium platform. Additionally, architectural treatments on the building, including material patterns and articulation break up the massing along all sides of the building.

3. *Creation of a design for structures and site features which promotes the following:*

- i. *An internal sense of order among the buildings and uses.* The location of the building, drive aisle and parking lot, and walkways provide for orderly and safe accessibility to site that will adequately serve residents and customers arriving by all transportation modes. Pedestrian connections are provided around and through the development. The frontages along Lyndale Avenue and 65th Street are activated by commercial storefronts and townhome-style units lining the podium parking; creating a pleasant pedestrian realm in these corridors;
- ii. *The adequacy of vehicular and pedestrian circulation, including walkways, interior drives and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.* See (i) above
- iii. *Energy conservation through the design of structures and the use of landscape materials and site grading.* The landscaping plan proposes plantings at the perimeter of the building providing shade and wind screening effects.
- iv. *The minimization of adverse environmental effects on persons using the development and adjacent properties.* No adverse impacts are anticipated.

Part 2: The following findings are necessary for approval of a PUD application (542.09 Subd. 3):

1. *The proposed development conforms to the goals and objectives of the City's Comprehensive Plan and any applicable redevelopment plans.* See above Part 1, #1
2. *The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.* See above – Part 1, #3.
3. *The development is in substantial conformance with the purpose and intent of the guiding district, and departures from the guiding district regulations are justified*

by the design of the development. The development is in substantial compliance with the intent of the guiding Mixed-Use District. Departures from requirements are minimal and the proposal meets the intent of requirements.

4. *The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or area proposed to serve the development.* The City's Public Works, Engineering, and Recreation Departments have reviewed the proposal and do not anticipate any issues.
5. *The development will not have undue adverse impacts on neighboring properties.* Undue adverse impacts are not anticipated. The proposed improvements within the site and the conditions of the resolution are designed to minimize any potential negative impacts on neighboring properties. The massing of the building is positioned on the site away from the lower density neighborhood to the north. Screening is provided via fencing and landscape plantings. Most traffic is expected to reach the development via Lyndale Avenue, rather than from the Harriet Avenue or 64 ½ Street. Entering or exiting the development through the neighborhood would be slower and less efficient than directly via Lyndale Avenue.
6. *The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.* The final development plan and conditional use permit resolution establish conditions sufficient to protect the public interest.

Part 3: All uses are conditional uses in the PMU District. The findings necessary to issue a Conditional Use Permit (CUP) are as follows (Subd. 547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* See above – Part 1, #1.
2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* The use is consistent with the intent of the Planned Mixed Use District and the underlying Mixed Use District.
3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* See above – Part 1, #1
4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposed development is in substantial compliance with performance standards. Deviation from Code requirements is requested as follows:
 - Parking lot setback – The applicant has proposed a surface parking area with varying setback to north property line and a 10 ft. setback from the east property line; the Code requires a 15-ft. setback. The intent of this

provision is to provide adequate area to attractively screen the parking lot and buffer adjacent properties from headlights and vehicle noise. A proposed buffer provides screening of the parking lot through a combination of fencing and landscaping. The proposed buffer areas are substantial enough to support the plants selected and provide an attractive barrier between the development and the adjacent property.

- Required Trees – The Code requires that mixed-use site provide One (1) tree per 2,500 square feet of Developable Landscaping Area (the total area of a development site minus water features or protected wetlands). This equates to 36 required trees. The proposed landscaping plan includes 18 trees which maximize planting locations. Additional trees would likely result in overcrowding negatively impacting long-term viability of the landscaping.
5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any adverse impacts.
 6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* Adequate provisions have been made to protect the public health, safety and welfare from undue adverse impacts.
 7. *There is a public need for such use at the proposed location.* See above – Part 1, #1.
 8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* This requirement is met.

6445 Lyndale Avenue South

Enclave - Richfield

6445 Lyndale Ave. S
Richfield, MN 55234



esg

ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

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 architect under the laws of the State of Minnesota

Signature _____

Typed or Printed Name _____

License # _____ Date _____

NOT FOR CONSTRUCTION

Richfield, MN

Project Site (Proposed PUD) Consists of Current Parcels:
6467 Lyndale Avenue South
6439 Lyndale Avenue South
415 64 1/2 Street West

New Project Addresses:
6445 Lyndale Ave South (Residential Apt. Bldg.)
6425 to 6443 Lyndale Ave S. (Commercial Spaces)

DRAWING INDEX

DRAWING INDEX - LUA/PUD	
SHEET	
NUMBER	NAME
GENERAL INFORMATION	
T1-1	TITLE SHEET
T1-2	ZONING & NARRATIVE
CIVIL	
V1.0	LAND SURVEY
CIVIL	
C2.0	PRELIMINARY CIVIL SITE PLAN
C2.1	PRELIMINARY PLAT
C3.0	PRELIMINARY GRADING PLAN
C4.0	PRELIMINARY EROSION CONTROL PLAN
C5.0	PRELIMINARY UTILITY PLAN
C5.1	PRELIMINARY STORM VAULT DETAILS
LANDSCAPE	
L1.0	PRELIMINARY LANDSCAPE PLAN
L1.2	LANDSCAPE DETAILS
ARCHITECTURAL	
A0-1	3D RENDERINGS
A0-2	EXISTING PHOTOS
A0-3	EXISTING SITE PLAN
A0-4	ARCHITECTURAL SITE PLAN
A1-1	FIRST LEVEL PLAN
A1-2	SECOND LEVEL PLAN
A1-3	THIRD LEVEL PLAN
A1-4	FOURTH LEVEL PLAN
A1-5	FIFTH LEVEL PLAN
A1-6	ROOF PLAN
A2-1	EXTERIOR ELEVATIONS
A2-2	EXTERIOR ELEVATIONS
A2-3	EXTERIOR ELEVATIONS
A4-1	SHADOW STUDIES
ELECTRICAL	
E0.1	SITE PLAN - ELECTRICAL
E0.2	SITE PLAN - LIGHTING CALCULATIONS

PROJECT TEAM

OWNER/DEVELOPER: Enclave Companies
1 2nd St. North
Ste. 102
Fargo, ND 58102

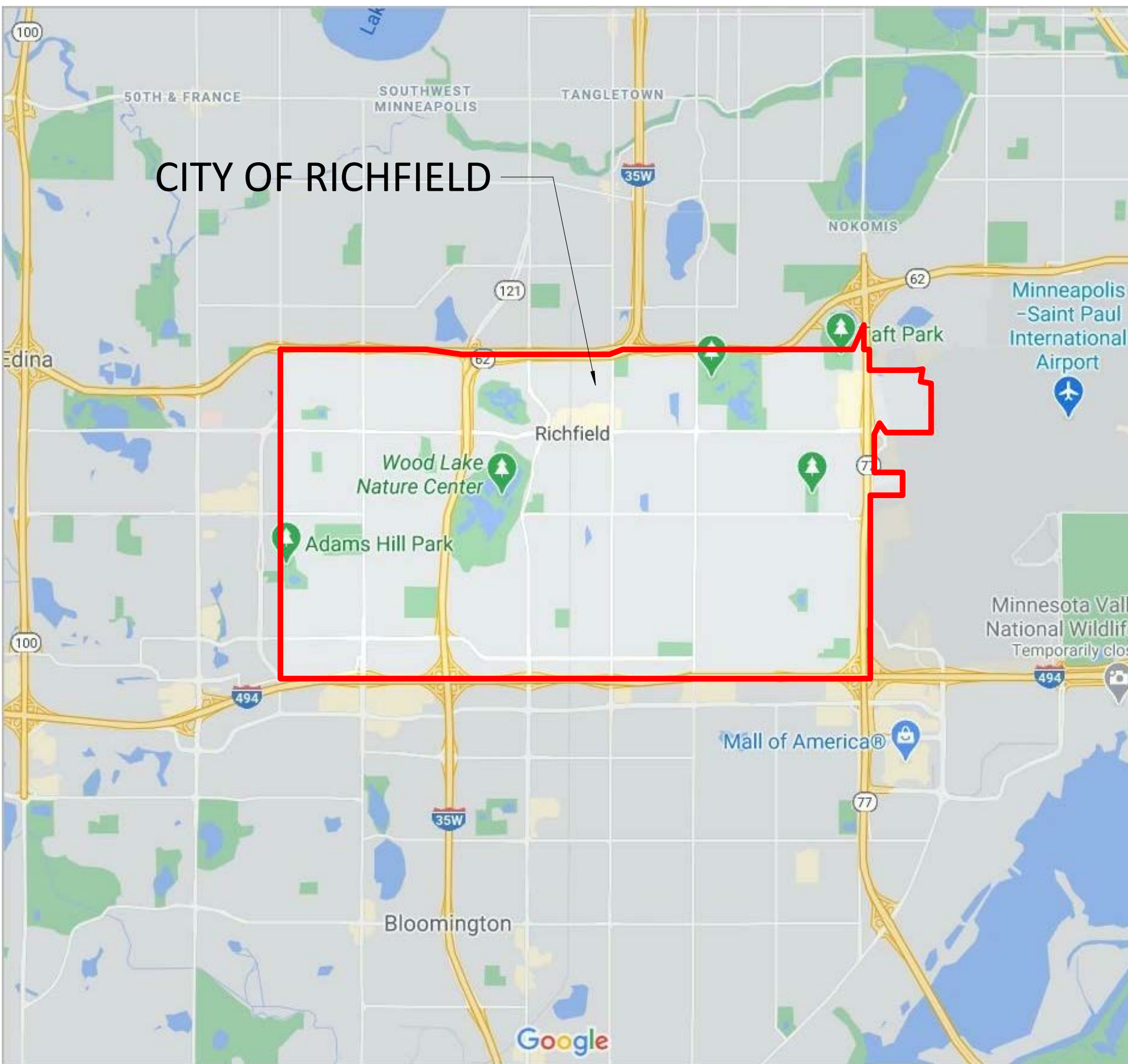
ARCHITECT: ESG Architecture & Design
500 Washington Ave. South, Suite 1080
Minneapolis, MN 55415
Ph: 612-339-5508
Fx: 612-339-5382

CONTRACTOR: Enclave Companies
1 2nd St. North
Ste. 102
Fargo, ND 58102

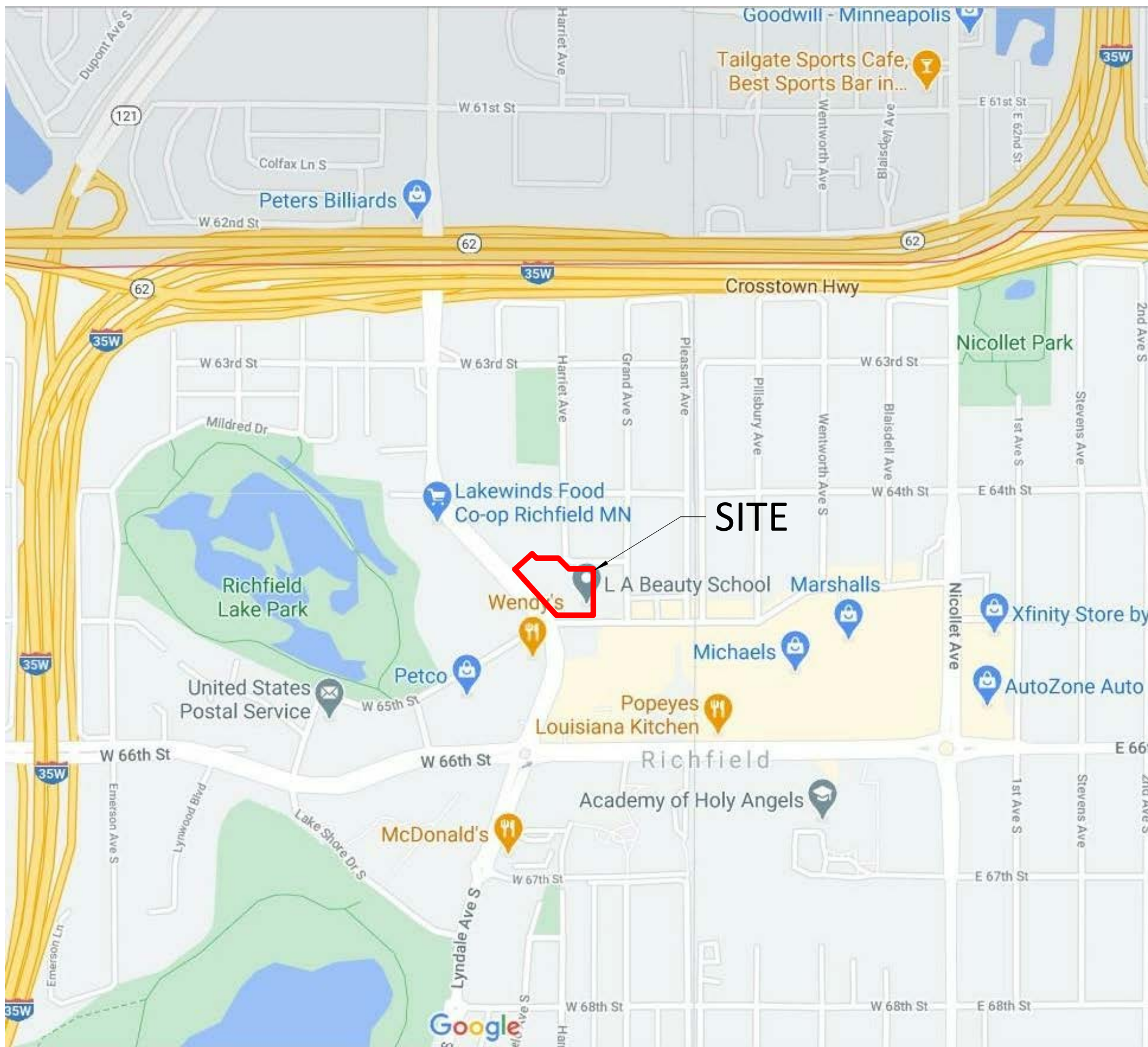
CIVIL AND LANDSCAPE: Westwood
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343

ELECTRICAL: Vareberg Engineering
1331 32nd Ave. South
Fargo, ND 58103

PROJECT LOCATION



Vicinity





PROJECT NARRATIVE

Project Overview

The proposed redevelopment along Lyndale Avenue at West 65th Street will replace an existing strip mall and small residential property and its associated parking lot with a mixed-use development, including commercial space and residential apartment community. The project as proposed includes 159 rental dwelling units and approximately 8000 SF of commercial space. The site is currently zoned C2 (Commercial) and is at the northeastern quadrant of Lyndale Ave South and West 65th Street. Lyndale Avenue an active commercial and mixed-use corridor and the proposed project enhances the mixed use node by offering an urban infill design that incorporates a mix of uses with one building and transforming the property by adding 159 residential dwelling units.

Streetscape and Public Realm

The proposed redevelopment will dramatically improve the current site conditions, including the overall quality of the existing building. The associated site improvements will be a positive asset within the neighborhood and other adjoining neighborhoods that are walk-able cycle-able to and from the site. Adding the combination of retail and residential uses at this location naturally creates a more inviting streetscape, as more people will be walking and biking to and from the site, which creates an energetic, safe and people-friendly hub, improving the site’s existing conditions drastically.

The project will utilize just one curb cuts on Lyndale Avenue to access a drive that takes vehicules to a rear surface parking area and residential drop off location. On 64th ½ street an existing curb cuts will be repurposed to access the surface parking lot. Also accessed from this curb as well as the Lydale curb cut are the level 1 and level 2 parking access garage doors. This dual access strategy disperses traffic while keeping the majority of the residential parking enclosed within the building. The buildings strong frontage at the two public streets will improve sidewalk conditions, thus encouraging area residents to walk to and from the project.

Additionally the building’s residential parking is lined with walk up units at it’s perimeter including at a new through way connection between 65th and 64th ½ that will provide access from the single family neighborhoods to the north and east with the commercial nodes at 65th / 66th and Lyndale. At all areas adjacent to the building, the streetscape is planned to be improved with trees, color pavement, planters, dynamic signage, seating, and art features (exact locations to be determined with staff and commission)

Building Design

The building design will be contemporary, constructed of precast concrete at the first two levels, and wood-frame on the upper three levels. Windows at the retail level and residential level will be expansive, allowing plenty of daylight into the commercial space and dwelling units. Exterior materials will consist primarily of brick, metal panel, fiber cement, precast and glass. White composite metal panels add a seek modern feel with other natural textures at the pedestrian and upper levels. The podium of the building is designed with heft and grounding

The design incorporates vegetation on the ground near the building façade and on the outdoor shared amenities decks at level 3, as well as at several private unit terraces at level 3, adding park-like qualities to the site and building design. The residential lobby connects the front of the building’s main entry at Lyndale near the commercial entry to the rear secondary drop off / pick up residential entry.

In addition to the unit terraces, the exterior facades will feature projecting and recessed balconies on upper levels that allow residents to take advantage of private outdoor space. On level 5, the building includes an indoor and outdoor gathering amenity area for residents to enjoy and adds a distinctive architectural element to the design on the east side of the project.

APPLICATIONS & ZONING SUMMARY

APPLICATIONS:

PLANNED UNIT DEVELOPMENT (PLANNED MIXED USE)
REZONING
PRELIMINARY PLAT (FINAL PLAT AT LATER DATE)
UTILITY EASEMENT VACATION
SITE PLAN APPROVAL

ZONING:

CURRENT ZONING: C-2
PROPOSED RE-ZONING: MU-C (MIXED-USE COMM.)
COMPREHENSIVE PLAN LAND USE DESIGNATION: MIXED-USE

PROPOSED BUILDING SUMMARY

EXISTING SITE AREA 90,310 SF (2.07 ACRES)
NEW SITE AREA (WITH OUT ROUNDABOUT AREA): 90,250 SF

LEVEL 1 BLDG. FOOTPRINT 48,964 SF (54.2%)
TOTAL BUILDING GSF 236,000 SF

PERVIOUS SURFACE AREA 4,264 SF (4.7%)
IMPERVIOUS SURFACE AREA 86,046 SF (95.3%)

FAR 1.85
DWELLING UNITS 159
DWELLING UNITS PER ACRE 77 UNITS PER ACRE
BEDROOMS 209

COMMERCIAL AREA ~8000 SF
COMMERCIAL PARKING STALLS 23
COMMERCIAL STALLS PER 1000 SF 2.9

RESIDENTIAL PARKING STALLS 215.5
RESIDENTIAL PARKING PER UNIT 1.36
RESIDENTIAL PARKING PER BEDROOM 1.03

HEIGHT: 59'-8"
FRONTYARD SETBACK (LYNDALE): 1'-9"
FRONTYARD SETBACK (65TH): 5'-5"
REARYARD SETBACK (64TH ½ STREET): 67'-9"
SIDEYARD SETBACK (NORTHWEST): 11'-3"
SIDEYARD SETBACK (EAST): 11'-11"

SEE BUILDING METRICS AND PARKING SUMMARIES ON TITLE SHEET FOR ADDITIONAL INFORMATION



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p 612.339.5508 | f 612.339.5382
www.esgarch.com

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 architect under the laws of the State of Minnesota

Signature

Typed or Printed Name

License # Date

NOT FOR CONSTRUCTION

LUA / PUD
Revisions
3/8/21

ORIGINAL ISSUE:
01/13/21

REVISIONS:
No. Description Date

220549
PROJECT NUMBER

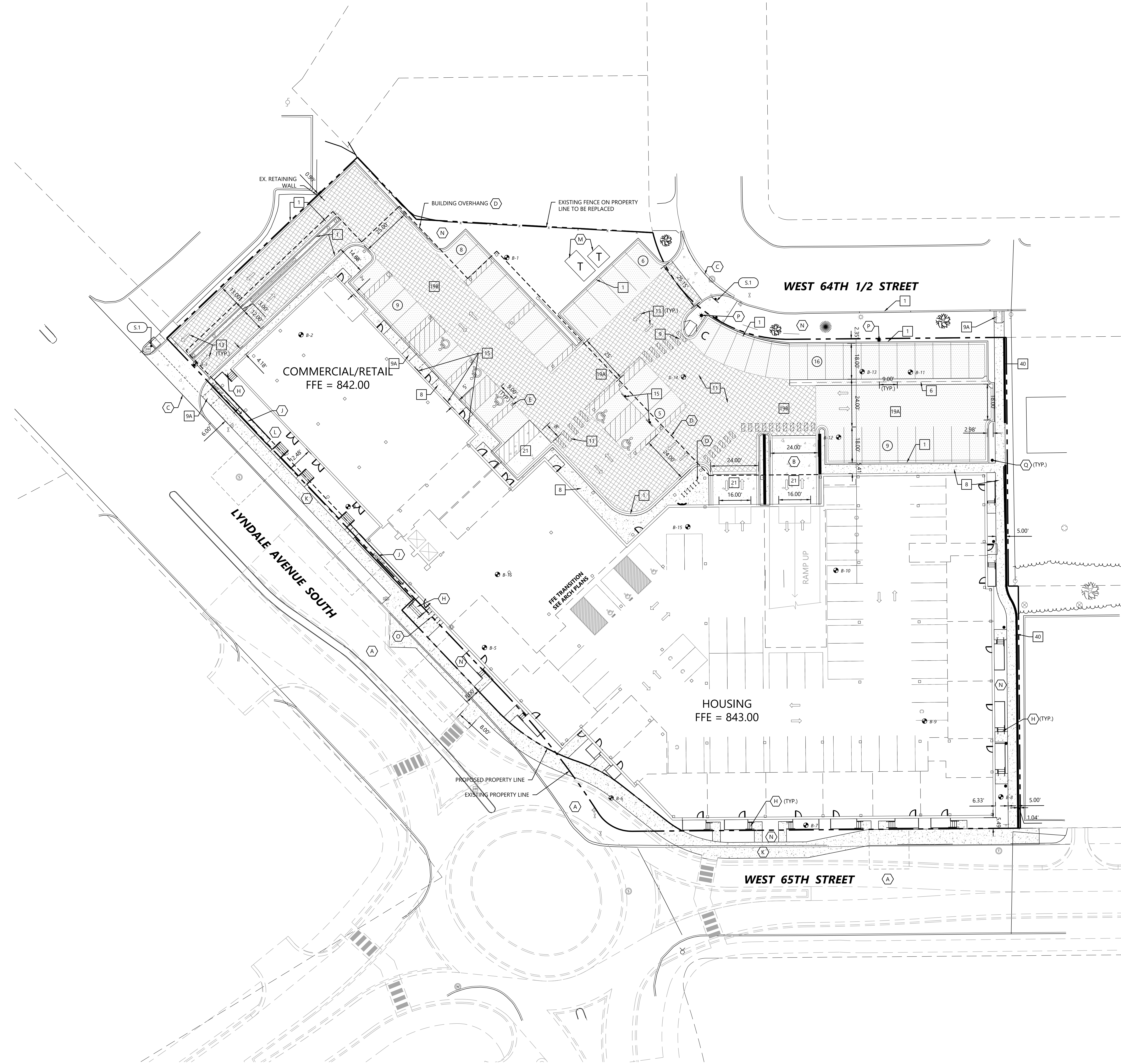
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KEY PLAN

Enclave - Richfield

ZONING & NARRATIVE

T1-2



SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNETONKA, MN, JANUARY 18TH, 2021.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

SITE DEVELOPMENT SUMMARY

EXISTING ZONING:	C-2, GENERAL COMMERCIAL
PROPOSED ZONING:	PUD
PARCEL DESCRIPTION:	LOT 1 - BLOCK 1
PROPERTY AREA:	90,310 SF (2.073 AC)
PERVIOUS SURFACE:	4,264 SF (4.7%)
IMPERVIOUS SURFACE(RATIO):	86,046 SF (95.3%)
BUILDING FOOTPRINT:	48,964 SF
PARKING SPACE/DRIVE AISLE:	9' WIDE X 18' LONG, 24' AISLE
SURFACE PARKING PROVIDED:	53 TOTAL STALLS (INCLUDES 5 ACCESSIBLE STALLS) 17 COMMERCIAL STALLS (INCLUDES 3 ACCESSIBLE STALLS) 36 COMMERCIAL STALLS (INCLUDES 3 ACCESSIBLE STALLS)

REFER TO ARCHITECTURAL SITE PLAN FOR TOTAL SITE PARKING CALCULATIONS

SITE DETAILS (SI-0XX)

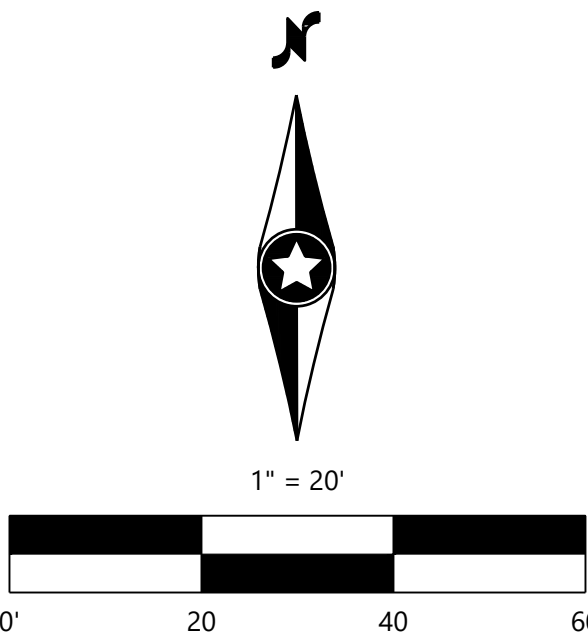
- B612 CURB AND GUTTER
- FLUSH CURB AND GUTTER
- INTEGRAL CURB AND WALK
- CONCRETE CROSS GUTTER
- PRIVATE CONCRETE SIDEWALK
- PRIVATE PEDESTRIAN CURB RAMP
- PUBLIC PEDESTRIAN CURB RAMP
- CROSS WALK STRIPING
- TRAFFIC ARROW
- SIGN INSTALLATION
- HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- BOLLARD
- PAVEMENT SECTION - STANDARD DUTY BITUMINOUS
- PAVEMENT SECTION - HEAVY DUTY BITUMINOUS
- HEAVY DUTY CONCRETE SECTION
- CONCRETE CURB AT SIDEWALK
- SIGN POST WITH BOLLARD
- RETAINING WALL WITH FENCE (SEE DETAIL)
- CONCRETE STAIR AND RAILING DETAIL

SIGN LEGEND

REFERENCE	SIZE	MnDOT DESIGNATION
S.1	30" X 30"	R1-1

SITE KEYNOTES

- FUTURE 65TH ST IMPROVEMENTS (BY OTHERS)
- CONCRETE HEATED RAMP (SEE ARCH. AND PLUMBING PLANS)
- MATCH EX. PAVEMENT W/ SAWCUT
- BUILDING OVERHANG
- CONCRETE COLUMN
- REMOVE DRIVEWAY APRON AND CONSTRUCT CURB AND GUTTER
- CONCRETE CURB TRANSITION
- CONCRETE STAIR & RAIL (SEE ARCHITECTURAL PLAN)
- ADA ACCESSIBLE ELEVATED SIDEWALK
- PUBLIC SIDEWALK
- COMMERCIAL TERRACE/CONCRETE SIDEWALK
- TRANSFORMER PAD
- PLANTED AREA
- BIKE RACKS
- LIGHT POLE
- BOLLARD LIGHT



ENCLAVE - RICHFIELD

65th & Lyndale
Richfield, MN 55234

Westwood

Phone (952) 937-6150 12701 Whitewater Drive, Suite #300
Fax (952) 937-6822 Minneapolis, MN 55443
Toll Free (888) 937-6150 westwoods.com
Westwood Professional Services, Inc.

escg

ARCHITECTURE & DESIGN

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

DANIEL M. PARKS
DATE: 02/15/21 LICENSE NO. 18919

NOT FOR
CONSTRUCTION

PRELIMINARY PLANNED UNIT DEVELOPMENT PLANS AND PRELIMINARY PLAT

ORIGINAL ISSUE:
01/18/21

REVISIONS:		
No.	Description	Date
1	PROGRESS SET	01/18/2
2	LUA / PUD	02/15/2
3	LUA / PUD REVISIONS	03/08/2
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PROJECT NUMBER

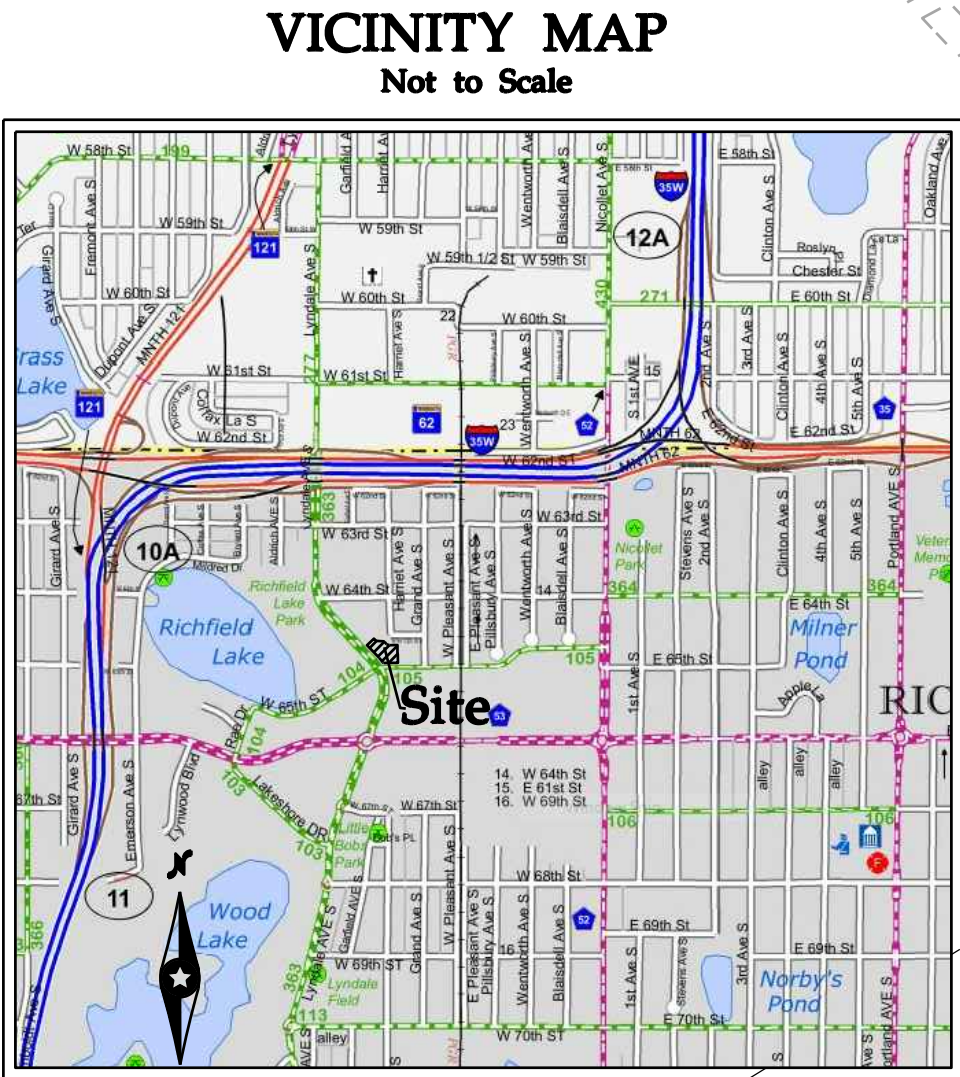
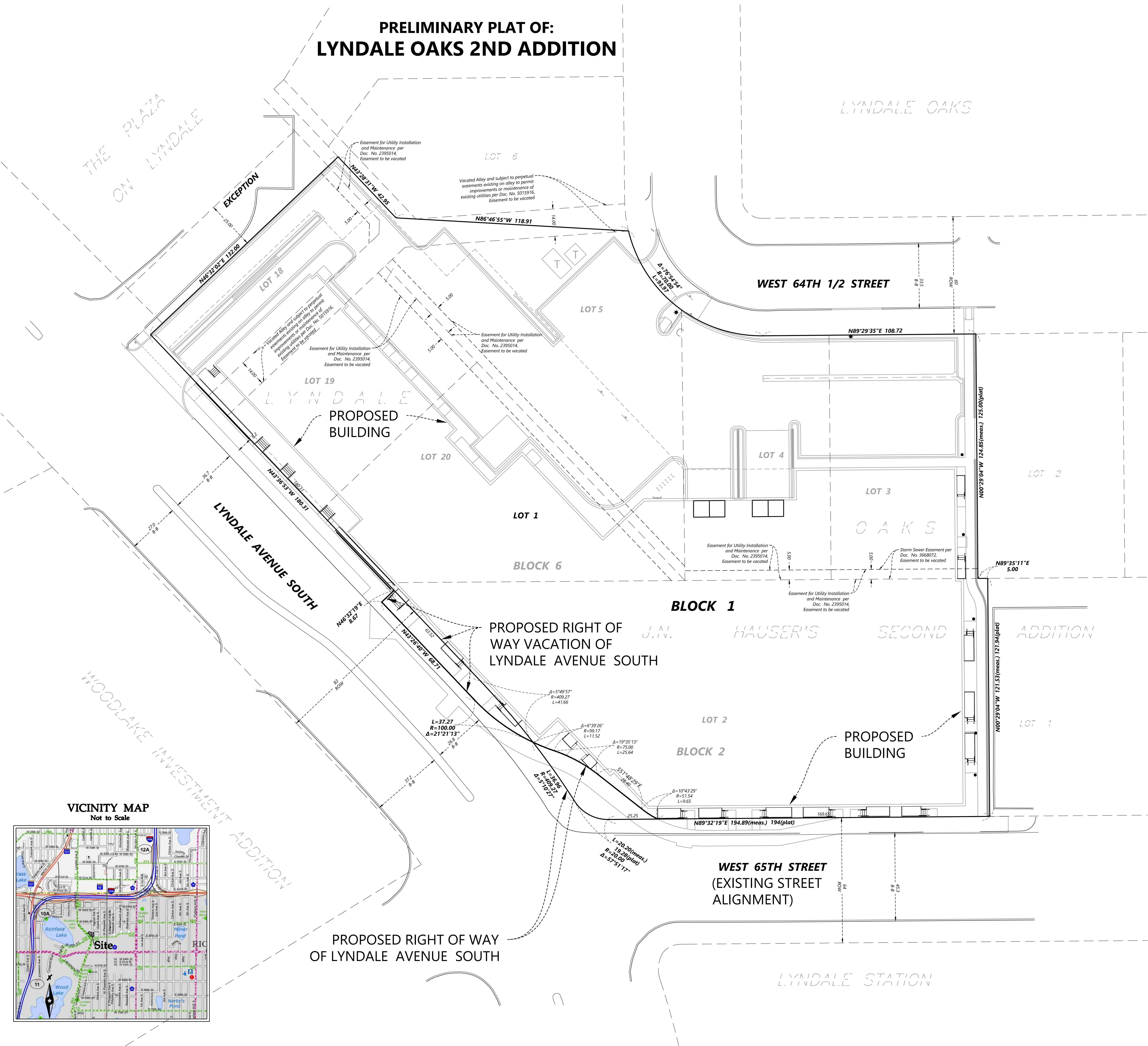
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KEY PLAN

PRELIMINARY CIVIL SITE PLAN

C2.0

PRELIMINARY PLAT OF:
LYNDALE OAKS 2ND ADDITION



PROPERTY DESCRIPTION

PROPERTY DESCRIPTION PER CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER 56766

PARCEL 1:
LOT 2, BLOCK 2, "J. N. HAUSER'S SECOND ADDITION".
HENNEPIN COUNTY, MINNESOTA
TORKENS PROPERTY

PARCEL 2:
LOTS 4, 5, 19, 20 AND ALL OF LOT 18 EXCEPT THE NORTHWESTERLY 25 FEET THEREOF, BLOCK 6, LYNDALE OAKS, ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA; TOGETHER WITH THOSE PARTS OF THE VACATED ALLEYS IN SAID BLOCK 6, LYNDALE OAKS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 19 IN SAID BLOCK 6; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 19 AND ITS EXTENSION TO THE NORTHERLY LINE OF LOT 5 IN SAID BLOCK 6; THENCE EASTERLY ALONG SAID NORTH LINE 114.29 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE WESTERLY PASSING THROUGH THE SOUTHWESTERLY CORNER OF LOT 6 IN SAID BLOCK 6 TO THE CENTERLINE OF THE VACATED ALLEY ADJOINING THE NORTHEASTERLY LINE OF LOT 18 IN SAID BLOCK 6; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 25 FEET OF SAID LOT 18; THENCE SOUTHWESTERLY ALONG SAID EXTENSION TO THE NORTHEASTERLY LINE OF SAID LOT 18; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO THE MOST EASTERLY CORNER OF SAID LOT 18; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18 TO THE SOUTHERLY CORNER OF SAID LOT 18; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.
HENNEPIN COUNTY, MINNESOTA
ABSTRACT PROPERTY

PARCEL 3:
LOT 3, BLOCK 6, LYNDALE OAKS, HENNEPIN COUNTY, MINNESOTA.
ABSTRACT PROPERTY

TOGETHER WITH:

THAT PART OF LYNDALE AVENUE SOUTH AS DEDICATED ON J. N. HAUSER'S SECOND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA, LYING SOUTHEASTERLY AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

GENERAL NOTES

- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER 56766 HAVING AN EFFECTIVE DATE OF OCTOBER 11, 2020 AT 07:00 AM
- 2) SUBJECT PROPERTY APPEARS TO BE CLASSIFIED AS ZONE X WHEN SCALED FROM FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NUMBER 27053C0368F DATED NOVEMBER 4, 2016.
- 3) SUBJECT PROPERTY CONTAINS 91,127 SQ. FT. OR 2.092 ACRES.
- 4) SUBJECT PROPERTY CONTAINS 89 TOTAL PARKING STALLS, INCLUDING 3 HANDICAPPED STALLS.
- 5) THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. (GOPHER STATE ONE CALL TICKET NO. 203291663, NO. 203291690 AND NO. 203291691
- 6) ADJOINING OWNERS SHOWN PER HENNEPIN COUNTY PARCEL WEBSITE.
- 7) WESTWOOD PROFESSIONAL SERVICES, INC. WAS NOT PROVIDED ADJOINER DEEDS.
- 8) THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM, N.A.D. 1983 (1986 ADJUSTMENT) US SURVEY FEET.

ZONING

SUBJECT PROPERTY IS CLASSIFIED AS C-2 GENERAL COMMERCIAL PER THE CITY OF RICHFIELD ZONING MAP FOUND ON THEIR WEBSITE

AREA

SUBJECT PROPERTY CONTAINS:

LOT 1, BLOCK 1 AREA = 89,480 SQ. FT. OR 2.054 ACRES
VACATED RIGHT OF WAY OF LYNDALE AVENUE SOUTH AREA = 817 SQ. FT. OR 0.019 ACRES
RIGHT OF WAY OF LYNDALE AVENUE SOUTH AREA = 830 SQ. FT. OR 0.019 ACRES
TOTAL AREA = 91,127 SQ. FT. OR 2.092 ACRES

OWNER/SUBDIVIDER

ENCLAVE DEVELOPMENT
1, 2ND STREET NORTH, SUITE 102
FARGO, NORTH DAKOTA, 58102

SURVEYOR/ENGINEER

WESTWOOD PROFESSIONAL SERVICES
12701 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
952-937-5150

LEGEND

⊗	SANITARY MANHOLE	⊗	STEEL/WOOD POST
⊗	SEWER CLEANOUT	⊗	SIGN
⊗	SEPTIC COVER	⊗	MAIL BOX
⊗	STORM MANHOLE	⊗	FLAG POLE
⊗	BEEHIVE CATCH BASIN	⊗	HANDICAPPED STALL
⊗	CATCH BASIN	⊗	AIR CONDITIONER
⊗	FLARED END SECTION	⊗	BUSH/SHRUB
⊗	CATCH BASIN MANHOLE	⊗	CONFEROUS TREE
⊗	HYDRANT	⊗	DECIDUOUS TREE
⊗	GATE VALVE	⊗	TREE LINE
⊗	FIRE DEPARTMENT CONNECTION	⊗	CABLE TELEVISION LINE
⊗	CURB STOP BOX	⊗	GAS LINE
⊗	POST INDICATOR VALVE	⊗	POWER OVERHEAD
⊗	ELECTRIC BOX	⊗	PLUG
⊗	ELECTRIC METER	⊗	POWER UNDERGROUND
⊗	ELECTRIC MANHOLE	⊗	SAN
⊗	ELECTRIC TOWER	⊗	STORM SEWER
⊗	STREET LIGHT	⊗	TELEPHONE OVERHEAD
⊗	GLY WIRE	⊗	TELEPHONE UNDERGROUND
⊗	POWER POLE	⊗	WAT
⊗	TRAFFIC SIGNAL	⊗	FIBER OPTIC
⊗	TELEPHONE BOX	⊗	FENCE LINE
⊗	TELEPHONE MANHOLE	⊗	CURB & GUTTER
⊗	HAND HOLE/JUNCTION BOX		
⊗	CABLE TV BOX		
⊗	CABLE TV MANHOLE		

ENCLAVE - RICHFIELD

65th & Lyndale
Richfield, MN 55234

Westwood

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esc

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE: 02/15/21 LICENSE NO. _____

NOT FOR
CONSTRUCTION

PRELIMINARY PLANNED
UNIT DEVELOPMENT
PLANS AND
PRELIMINARY PLAT

ORIGINAL ISSUE:

01/18/21

REVISIONS:

No.	Description	Date
1	PROGRESS SET	01/18/21
2	LUA / PUD	02/15/21
3	LUA / PUD REVISIONS	03/08/21
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PROJECT NUMBER

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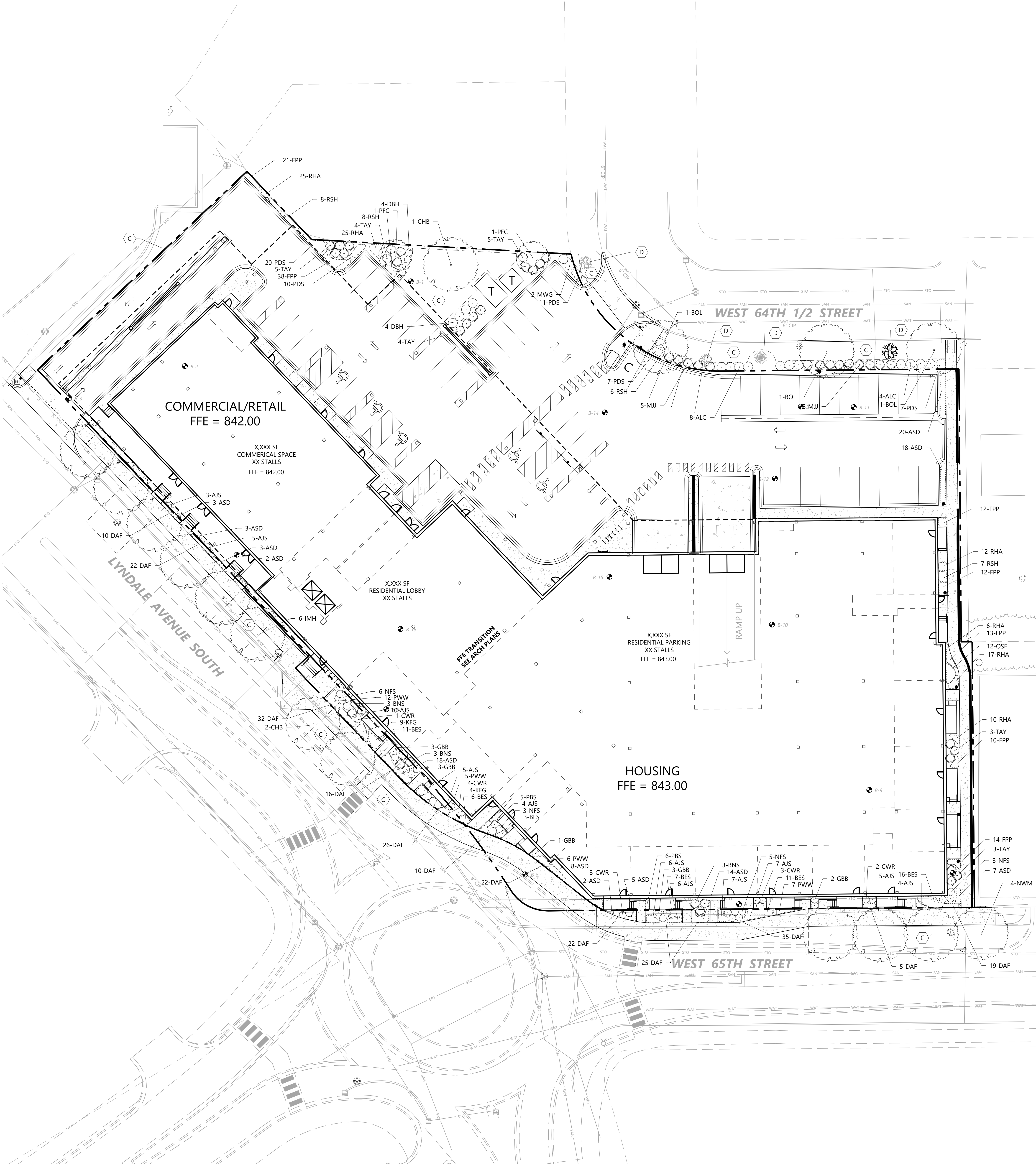
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KEY PLAN

PRELIMINARY PLAT

C2.1



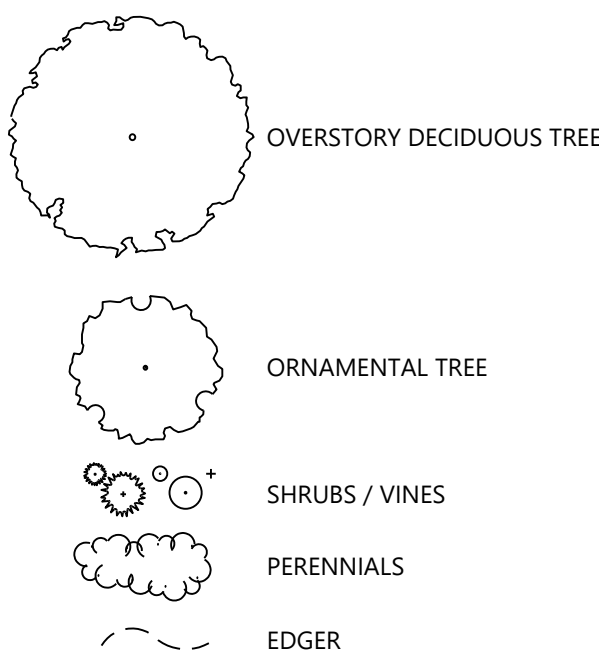
PLANT SCHEDULE

CODE	QTY	COMMON	BOTANICAL NAME	SIZE	ROOT	SPACING	REMARKS
OVERSTORY TREE 16							
NWM	4	NORTHWOOD MAPLE	ACER RUBRUM 'NORTHWOOD'	2.5" CAL.	B&B	AS SHOWN	SINGLE
IMH	6	IMPERIAL HONEYLOCUST	GLIEDTSIA TRIACANTHOS VAR. INERMIS 'IMPCOLE'	3.5" CAL.	B&B	AS SHOWN	SINGLE
CHB	3	HACKBERRY	CELTIS OCCIDENTALIS	4.5" CAL.	B&B	AS SHOWN	SINGLE
BOL	3	BOULEVARD LINDEN	TILIA AMERICANA 'BOULEVARD'	3.5" CAL.	B&B	AS SHOWN	SINGLE
ORNAMENTAL TREE 2							
PFC	2	PRAIRIEFIRE CRAB	MALUS 'PRAIRIEFIRE'	1.5" CAL.	B&B	AS SHOWN	SINGLE
CONIFEROUS SHRUB 46							
BNS	9	BIRD'S NEST SPRUCE	PICEA ABIES 'NIDIFORMIS'	#5	CONT.	3'-0" O.C.	--
MJJ	13	MINT JULEP JUNIPER	JUNIPERUS CHINENSIS 'MONLEP'	#5	CONT.	5'-0" O.C.	--
TAY	24	TAUNTON YEW	TAXUS MEDI 'TAUNTON'	#5	CONT.	5'-0" O.C.	--
DECIDUOUS SHRUB 64							
NFS	17	NEON FLASH SPIREA	SPIRAEA JAPONICA 'NEON FLASH'	#5	CONT.	3'-0" O.C.	--
CWR	13	CAREFREE WONDER ROSE (PINK)	ROSA 'MEIPTAC'	#5	CONT.	3'-0" O.C.	--
GBB	12	GOLDEN BARBERRY	BERBERIS THUNBERGII 'AUREA'	#5	CONT.	3'-0" O.C.	--
ALC	12	ALPINE CURRANT	RIBES ALPINUM	#5	CONT.	4'-0" O.C.	--
DBH	8	DWARF BUSH HONEYSUCKLE	DIERVILLA LONICERA	#5	CONT.	3'-0" O.C.	--
MWG	2	MINUET WEIGELA	WEIGELA FLORIDA 'MINUET'	#5	CONT.	3'-0" O.C.	--
PERENNIALS 584							
ASD	103	APRICOT SPARKLES DAYLILY	HEMEROCALLIS 'APRICOT SPARKLES'	#1	CONT.	12" O.C.	--
BES	54	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTURM'	#1	CONT.	16" O.C.	--
PBS	11	PRAIRIE BLAZING STAR	LIATRIS PYCNOSTACHYA	#1	CONT.	18" O.C.	--
PWW	30	POW WOW WILDBERRY ECHINACEA	ECHINACEA PURPUREA 'POW WOW WILDBERRY'	#1	CONT.	18" O.C.	--
MCS	--	MOONBEAM COREOPSIS	COREOPSIS 'MOONBEAM'	#1	CONT.	18" O.C.	--
AJS	62	AUTUMN JOY SEDUM	SEDUM X 'AUTUMN JOY'	#1	CONT.	18" O.C.	--
FPP	120	FLAME PINK PHLOX	PHLOX PANICULATA PINK 'BARTWELVE'	#1	CONT.	12" O.C.	--
RHA	95	RHEINLAND ASTILBE	ASTILBE 'RHEINLAND'	#1	CONT.	12" O.C.	--
OSF	12	OSTRICH FERN	MATTEUCIA STRUTHIOPTERIS	#1	CONT.	18" O.C.	--
RSH	29	ROYAL STANDARD HOSTA	HOSTA 'ROYAL STANDARD'	#1	CONT.	16" O.C.	--
KFG	13	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1	CONT.	24" O.C.	--
PDS	55	PRAIRIE DROPSEED GRASS	SPOROBOLUS HETEROLEPIS	#1	CONT.	18" O.C.	--
BULBS 244							
DAF	244	DAFFODIL	NARCISSUS SP.	12" O.C.	BULB	1 BULBS PER S.F.	--

DAFFODILS TO BE PLANTED BETWEEN PERENNIALS ALONG THE SIDEWALK EDGE WHERE SHOWN.

ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL = CALIPER HT. = HEIGHT MIN = MINIMUM O.C. = ON CENTER SP. = SPREAD QTY. = QUANTITY CONT. = CONTAINER
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

LANDSCAPE LEGEND



LANDSCAPE KEYNOTES

- A SHREDDED HARDWOOD MULCH (TYP.)
- B EDGER (TYP.)
- C SOD (TYP.)
- D EXISTING TREE TO REMAIN
(TO BE PROTECTED DURING CONSTRUCTION)

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Westwood

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OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS
OF THE STATE OF MINNESOTA

JEFF WESTENDORF
DATE: 02/15/21 LICENSE NO. 44018

NOT FOR
CONSTRUCTION

PRELIMINARY PLANNED
UNIT DEVELOPMENT
PLANS AND
PRELIMINARY PLAT

ORIGINAL ISSUE:
01/18/21

REVISIONS:		
No.	Description	Date
1	PROGRESS SET	01/18/21
2	LUA / PUD	02/15/21
3	LUA / PUD REVISIONS	03/08/21
4	.	.
5	.	.
6	.	.

0028894.00
PROJECT NUMBER

JRW DMP
DRAWN BY CHECKED BY

KEY PLAN

PRELIMINARY
LANDSCAPE PLAN

L1.0

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PRELIMINARY PLANNED
UNIT DEVELOPMENT
PLANS AND
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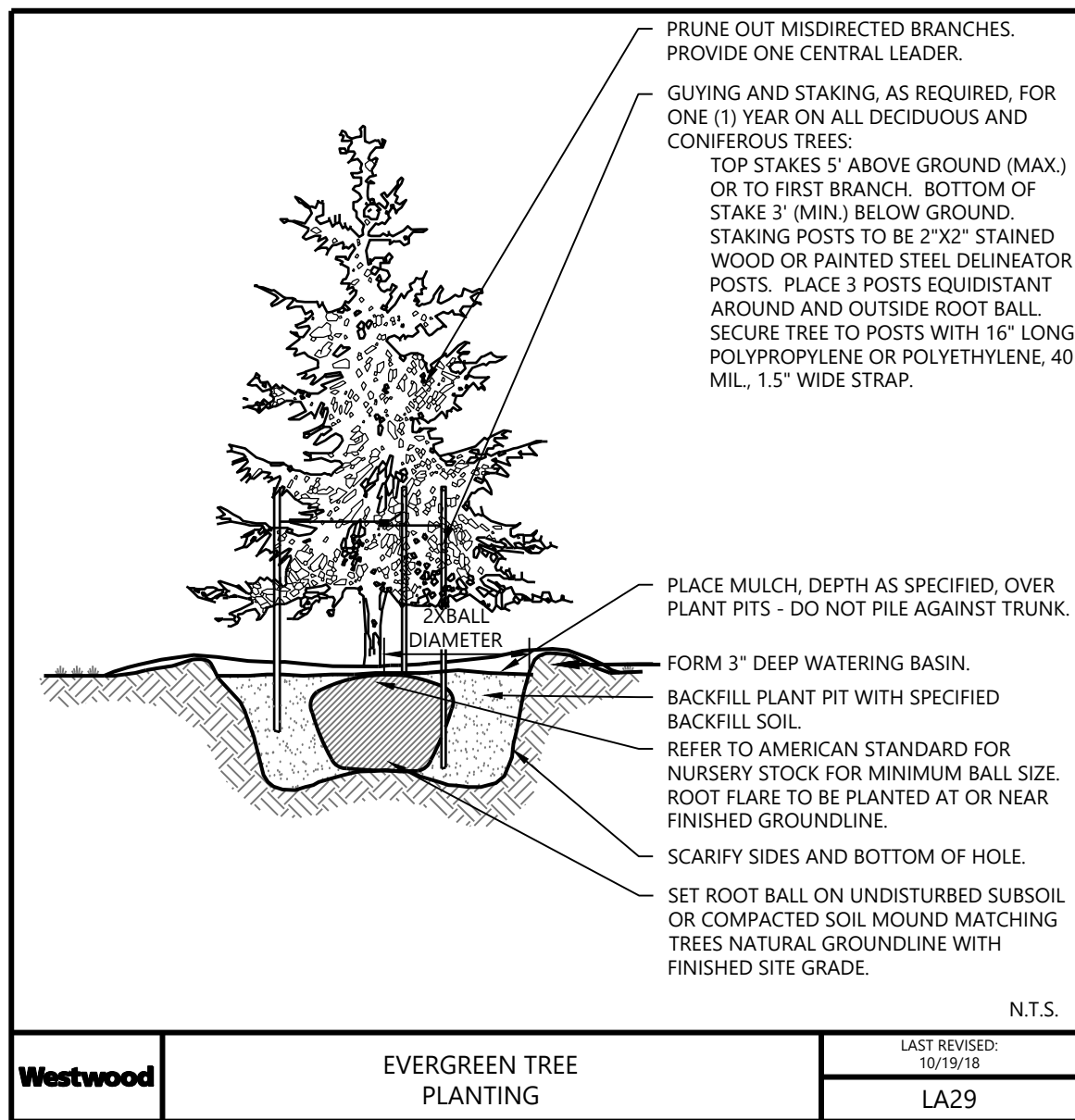
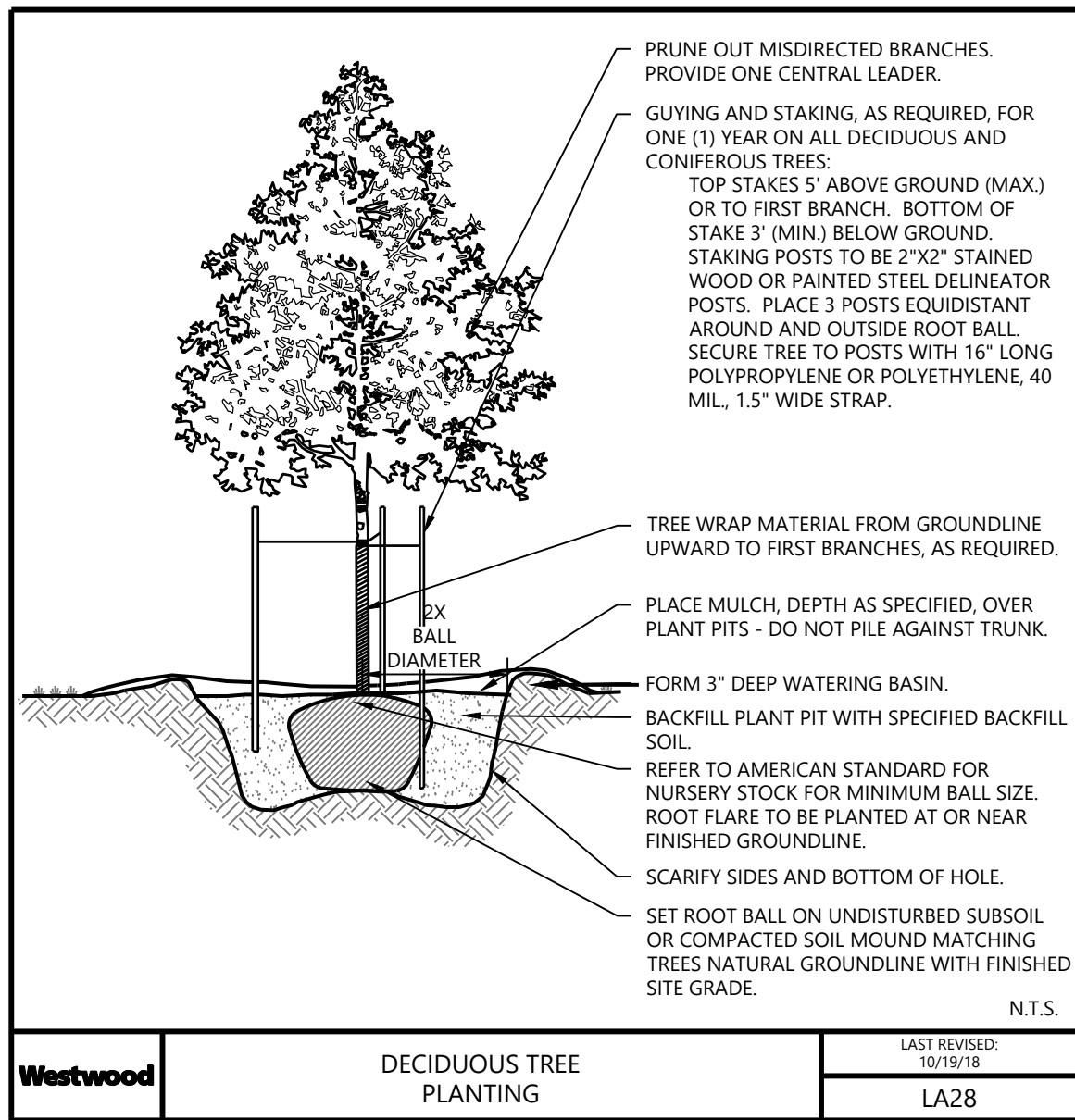
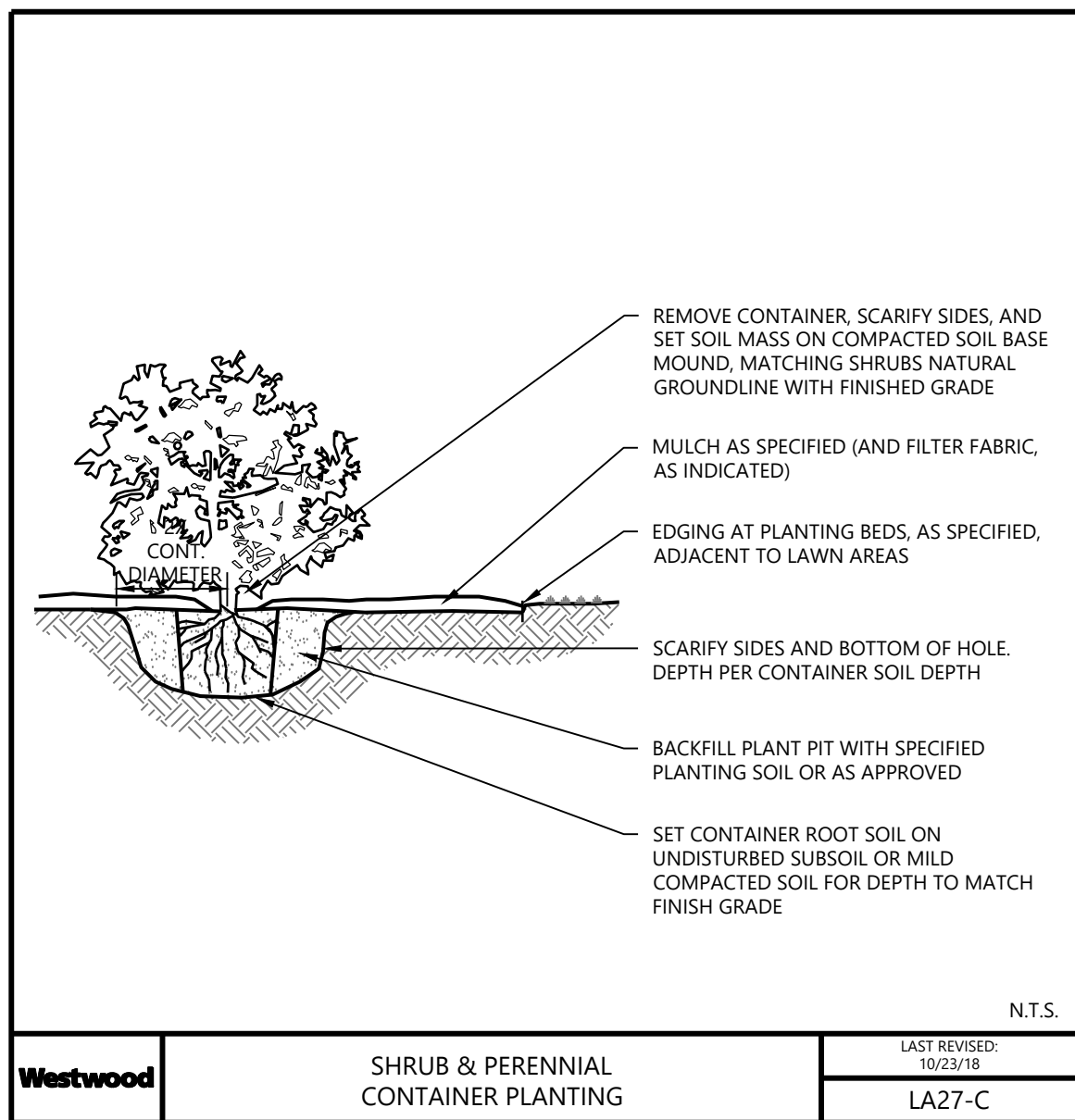
KEY PLAN

LANDSCAPE DETAILS

L1.2

PLANTING NOTES

- CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- OPEN TOP OF BURLAP ON 88 MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (SELECT TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- PROVIDE A MINIMUM OF 4" TOPSOIL IN LAWN AREAS AND 12" TOPSOIL IN LANDSCAPE BEDS. ADD SOIL AMENDMENTS FOR OPTIMUM PLANT GROWTH. ALL PARKING ISLAND GRADES SHALL HAVE A SIGNIFICANT CROWN.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. SINGLE TREE AND SHRUB PLANTINGS SHALL HAVE A 4" DEPTH SHREDDED HARDWOOD MULCH RING AROUND EACH BASE. DECIDUOUS PLANT MATERIAL SHALL HAVE A MINIMUM 3" DIAMETER RING. EVERGREEN PLANT MATERIAL SHALL HAVE A RING TO THE DRIP LINE. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- EXISTING TREES AND SHRUBS, AROUND THE SITE, SHALL BE PRUNED TO REMOVE DEAD OR UNDESIRABLE LIMBS AND TO SHAPE PLANT FOR DESIRABLE APPEARANCE AND COMPLETED BY A QUALIFIED INDIVIDUAL. CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND DISPOSE OF ALL REMOVALS OFF-SITE PER PROJECT IMPROVEMENTS.
- EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4' FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE. FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- ALL DISTURBED AREAS TO BE SODDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MN/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
- PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. SEE PLAN FOR LIMITS OF IRRIGATION. LANDSCAPE WITHIN LANDSCAPE/IRRIGATION DASHED LINE TO BE IRRIGATED FROM BUILDING. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO WATER PLANT MATERIAL DURING INSTALLATION AND DURING ESTABLISHMENT PERIOD. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR. VOLUME OF WATER TO BE PER PLANT REQUIREMENT FOR ESTABLISHMENT AND NORMAL GROWTH. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
- VERIFY ALL LANDSCAPE IMPROVEMENTS WITH REMOVALS AND SITE WORK.
- ALL DISTURBED LANDSCAPED AREAS, NOT INDICATED AS PLANTING BEDS, ARE TO BE SODDED, UNLESS NOTED OTHERWISE. SOD IS TO BE PRIMARILY KENTUCKY BLUEGRASS, FREE OF LAWN GRASS WEEDS. MATCH INTO EXISTING, AS APPLICABLE. ANCHOR SOD ON SLOPED OR POTENTIAL EROSION AREAS, OR AS REQUIRED.
- CONTRACTOR TO VERIFY PLANTS REQUIRED AS REFLECTED ON PLAN, NOTIFY LANDSCAPE ARCHITECT IF PLAN AND SCHEDULE DO NOT MATCH. ALL PLANT MATERIAL TO ADHERE TO THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST VERSION. ADD FERTILIZER, HERBICIDE, AND PESTICIDE AS NECESSARY FOR OPTIMUM GROWTH.





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FROM SOUTHWEST



FROM WEST



FROM SOUTHWEST



BIRD'S EYE FROM SOUTH



VIEW FROM SOUTHWEST



BIRD'S EYE FROM SOUTH



VIEW FROM EAST



VIEW FROM SOUTHEAST



VIEW FROM SOUTHEAST



BIRD'S EYE FROM NORTH



VIEW FROM FUTURE ROUNDABOUT



BIRD'S EYE FROM WEST

LUA / PUD
Revisions
3/8/21

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3D RENDERINGS

A0-1



9 - FROM WEST 64 1/2 STREET LOOKING SOUTH



8 - FROM HARRIET AVE S/WEST 64 1/2 CORNER LOOKING SOUTHWEST



7 - FROM NORTHWEST SIDE LOOKING SOUTHEAST



6 - FROM LYNDALE AVE SOUTH LOOKING NORTHEAST



5 - FROM LYNDALE AVE S/WEST 65TH ST CORNER LOOKING NORTHWEST



4 - FROM LYNDALE AVE S/WEST 65TH ST CORNER LOOKING WEST



3 - FROM WEST 65TH STREET LOOKING WEST



2 - FROM SOUTHEAST CORNER LOOKING NORTHWEST



1 - FROM EAST SIDE LOOKING WEST

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EXISTING PHOTOS

A0-2



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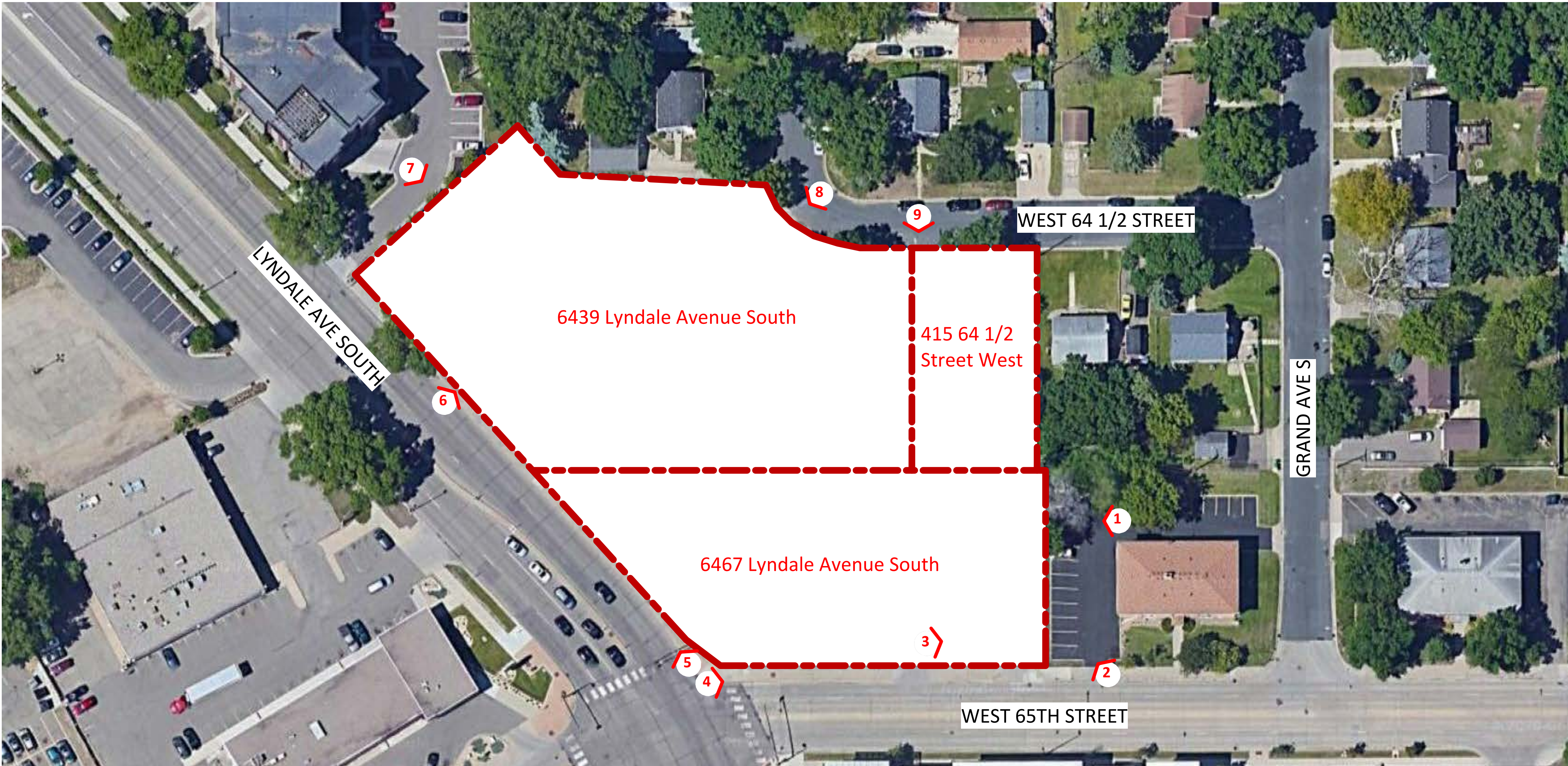
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2 SITE LOCATION MAP
A0-3 12" = 1'-0"



1 EXISTING SITE PLAN
A0-3 12" = 1'-0"

NUMBERS CORRESPOND TO PHOTOS ON A0-2

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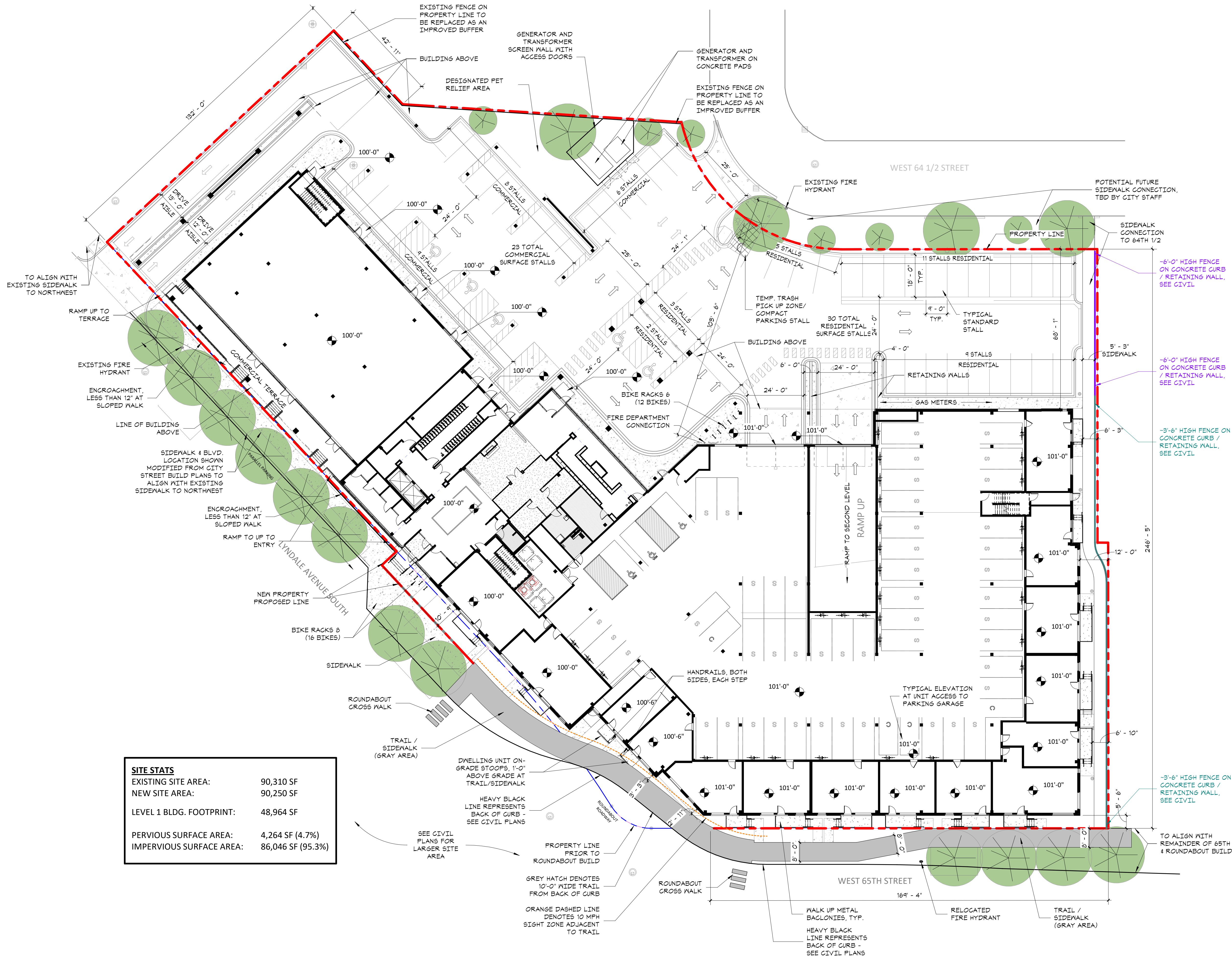
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EXISTING SITE PLAN

A0-3

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ARCHITECTURAL SITE PLAN

A0-4



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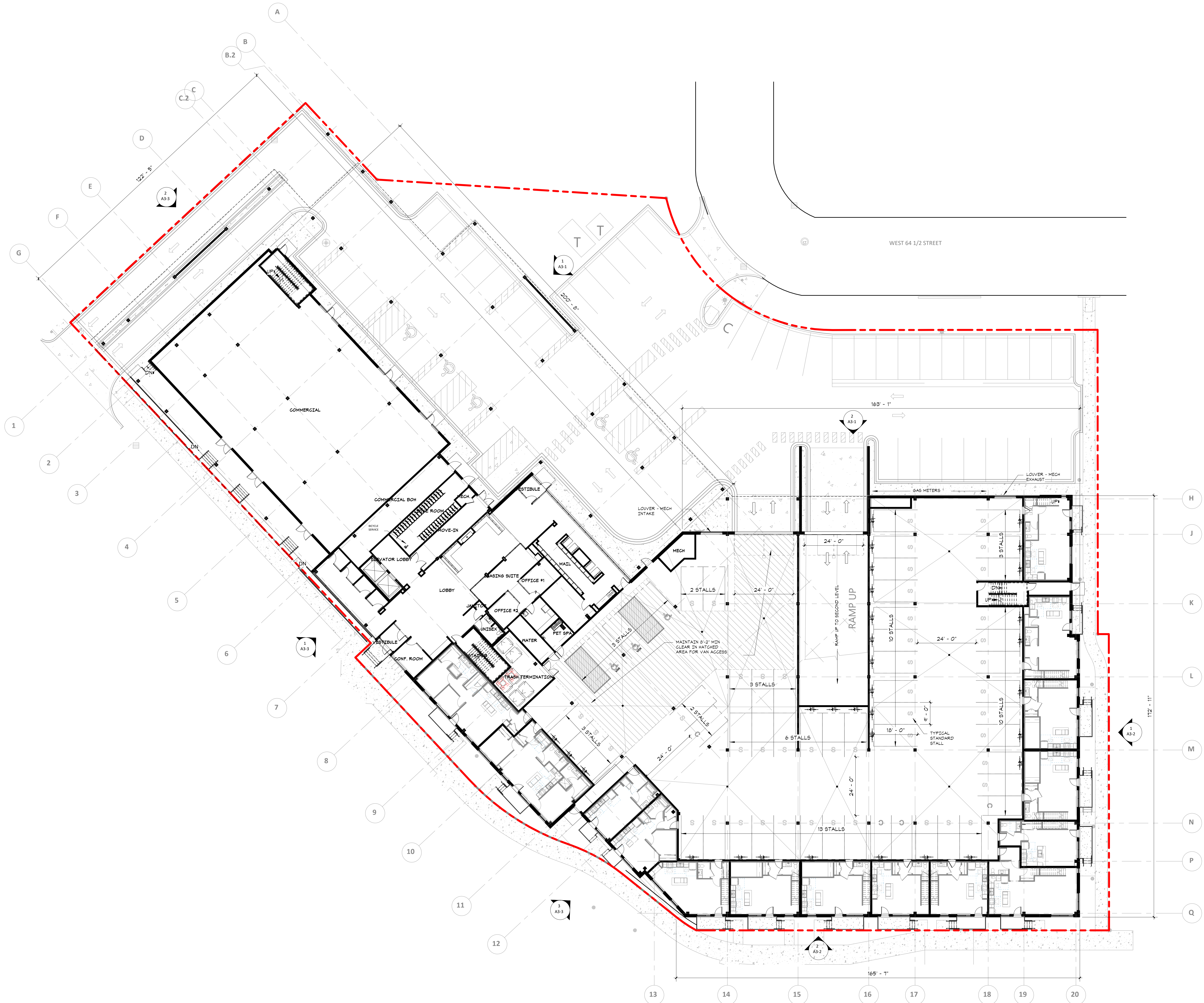
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1 FIRST LEVEL FLOOR PLAN
A1-1 1/16" = 1'-0"

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FIRST LEVEL PLAN

A1-1



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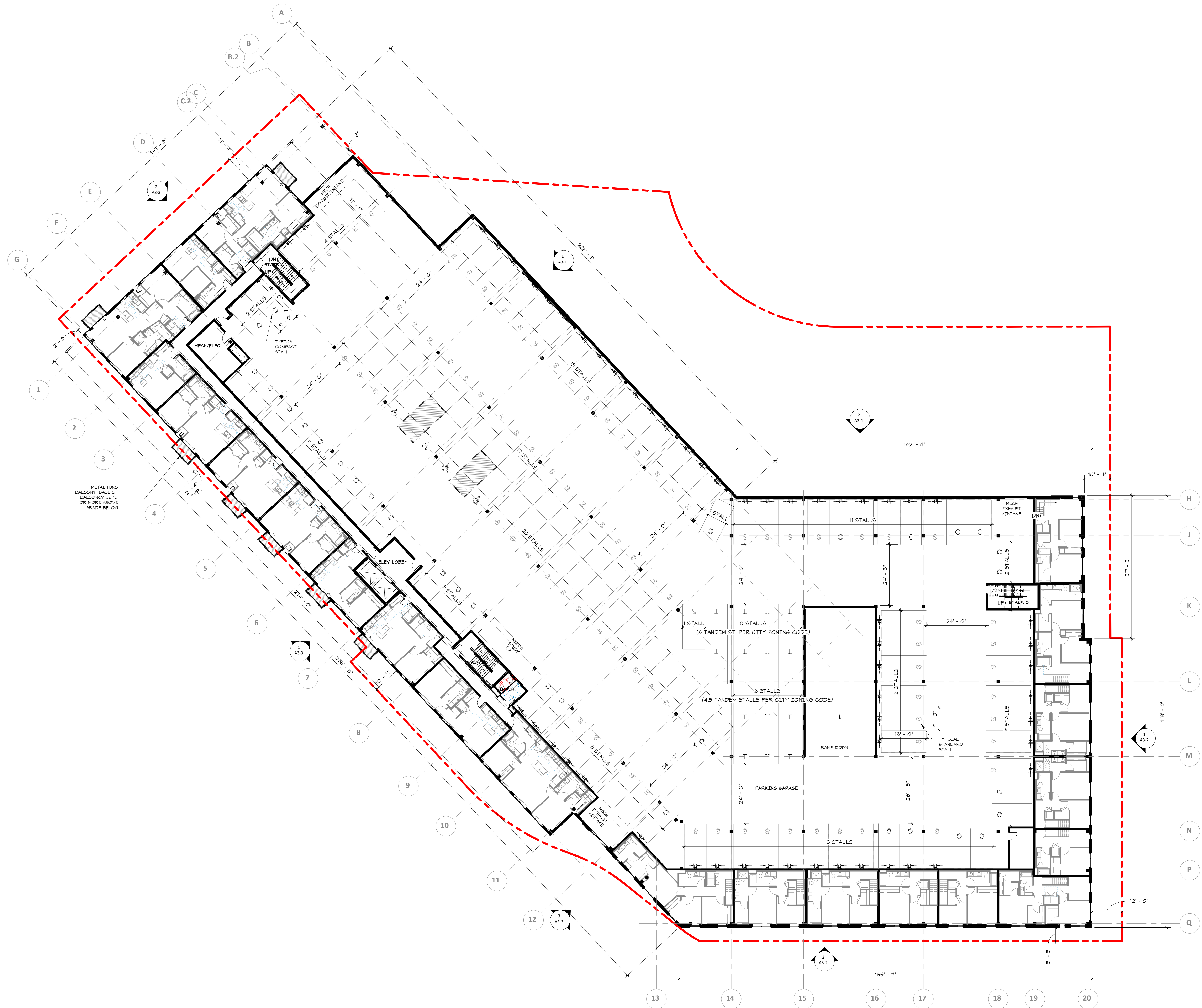
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SECOND LEVEL PLAN

A1-2



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1 THIRD LEVEL OVERALL PLAN
A1-3 3/16" = 1'-0"

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THIRD LEVEL PLAN

A1-3



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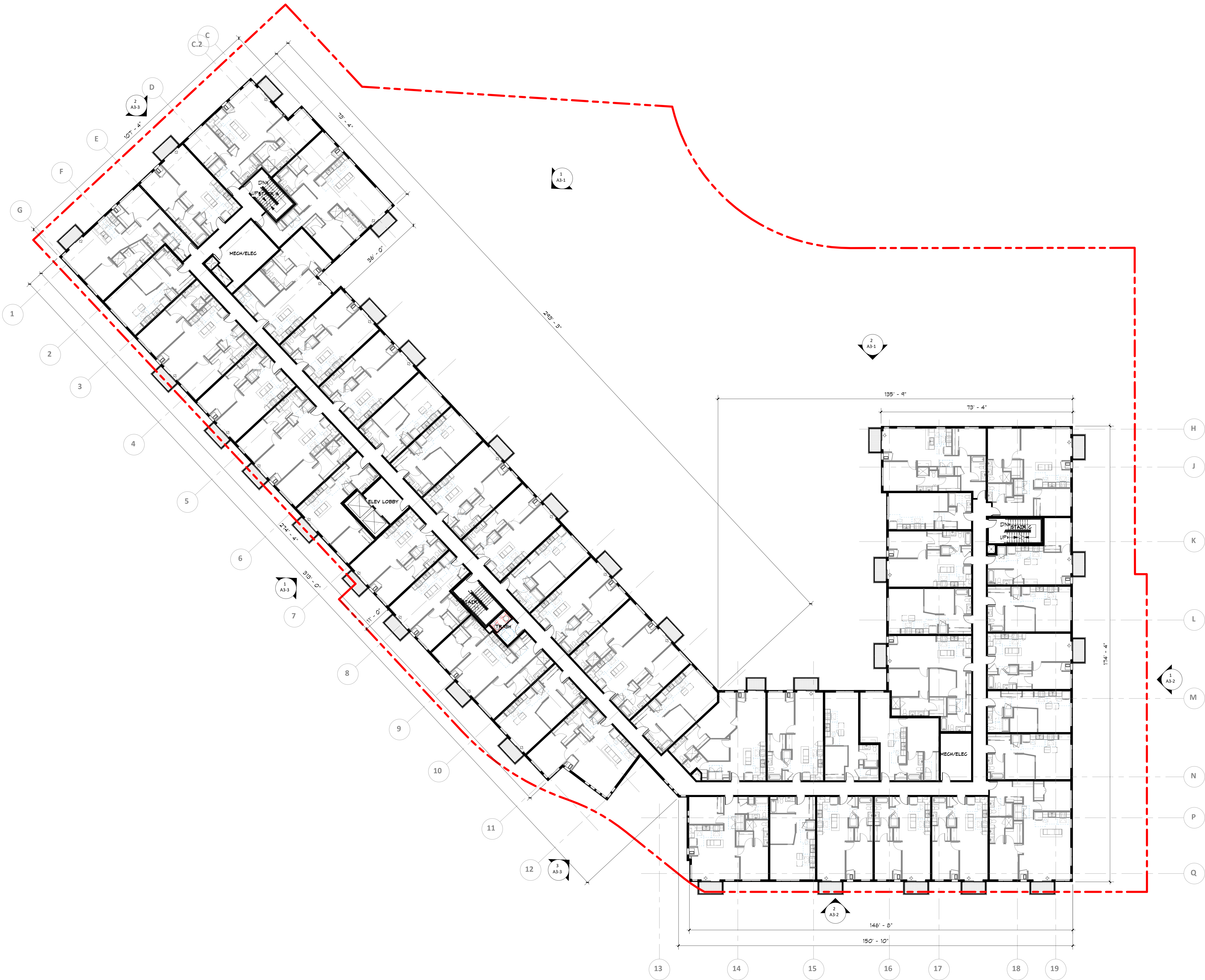
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1 FOURTH LEVEL OVERALL PLAN
A1-4 3/16" = 1'-0"

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FOURTH LEVEL PLAN

A1-4



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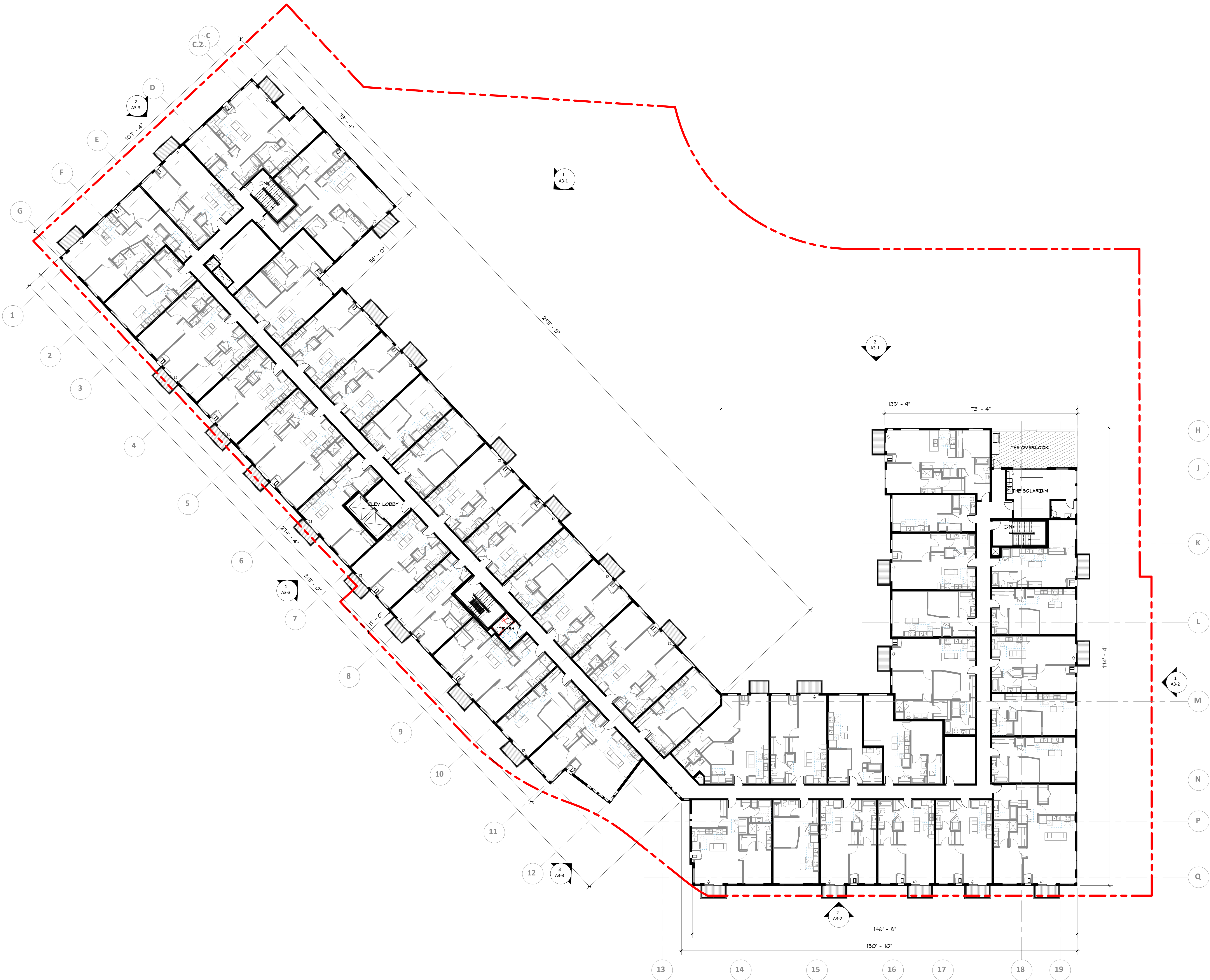
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1 FIFTH LEVEL OVERALL PLAN
A1-5 3/16" = 1'-0"

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FIFTH LEVEL PLAN

A1-5

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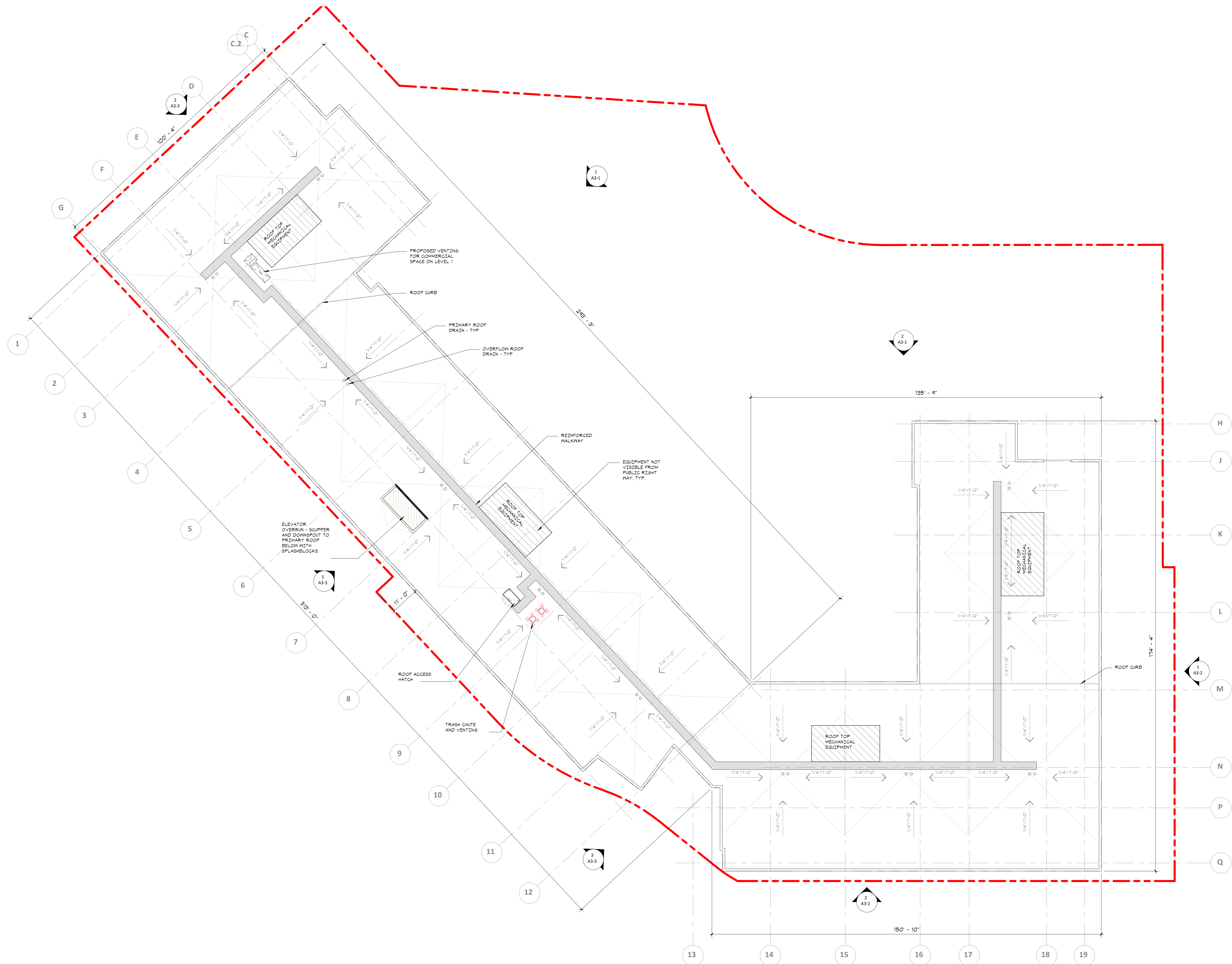
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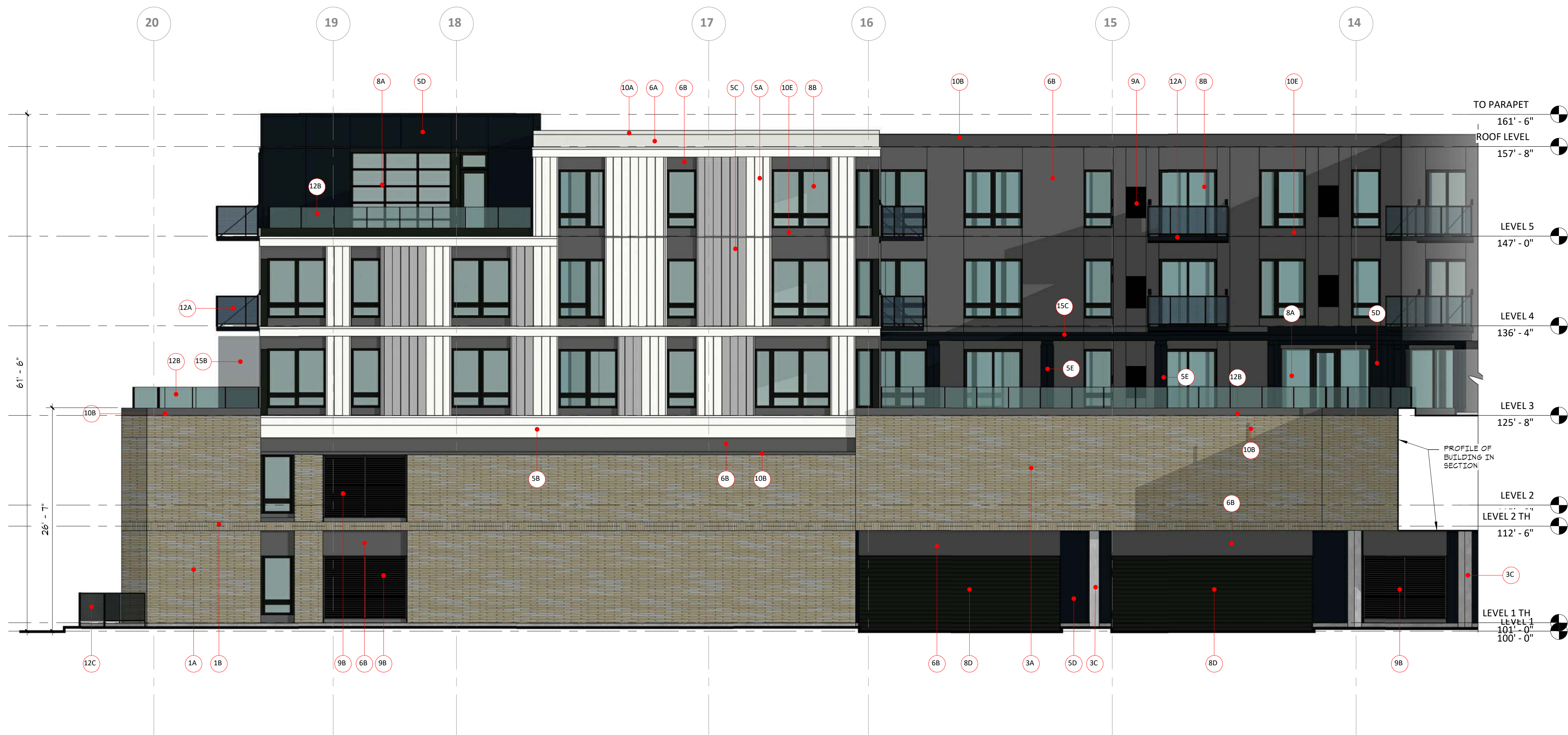
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ROOF PLAN

A1-6





2
LUA/PUD - NORTH ELEVATION
1/8" = 1'-0"



1
LUA/PUD - NORTHEAST ELEVATION
1/8" = 1'-0"

EXTERIOR MATERIAL KEYNOTES LUA/PUD	
1A	MASONRY, COLOR #1
1B	MASONRY, COLOR #1, SOLDIER COURSE
1C	MASONRY, WATERTABLE, COLOR #2
3A	MASONRY INLAY PRECAST CONCRETE PANEL
3C	PRECAST CONCRETE COLUMN
5A	METAL PANEL, VERTICAL, COLOR #1
5B	METAL PANEL, HORIZONTAL, COLOR #1
5C	METAL PANEL, VERTICAL, COLOR #2
5D	METAL PANEL, HORIZONTAL, COLOR #2
5E	METAL CLADDING, COLOR #3
5F	METAL CLADDING, COLOR #4
6A	FIBER CEMENT PANEL, COLOR #1
6B	FIBER CEMENT PANEL, COLOR #2
6C	FIBER CEMENT PANEL, COLOR #3
6D	FIBER CEMENT PANEL, COLOR #4
8A	ALUMINUM STOREFRONT
8B	COMPOSITE WINDOW/DOOR UNIT
8D	OVERHEAD DOOR

EXTERIOR MATERIAL KEYNOTES LUA/PUD	
8E	ALUMINUM DOOR
8F	METAL DOOR
9A	MECHANICAL GRILLE
9B	MECHANICAL LOUVER
10A	METAL FLASHING COLOR #1
10B	METAL FLASHING COLOR #2
10D	METAL FLASHING COLOR #4
10E	METAL SILL TRIM, COLOR #2
12A	METAL BALCONY & RAILING, COLOR #3
12B	METAL RAILING SYSTEM
12C	METAL STOOP WITH RAILING SYSTEM
12D	METAL RAILING, PAINTED
12E	METAL BATTEN
14	BUILDING SIGNAGE
15B	PRIVACY SCREEN WALL, COLOR #3
15C	METAL CANOPY, COLOR #3
15D	STEEL CANOPY, COLOR #2

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KEY PLAN

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EXTERIOR ELEVATIONS

A3-1

EXTERIOR MATERIAL KEYNOTES LUA/PUD

- 1A MASONRY, COLOR #1
1B MASONRY, COLOR #1, SOLDIER COURSE
1C MASONRY, WATERTABLE, COLOR #2
3A MASONRY INLAY PRECAST CONCRETE PANEL
3C PRECAST CONCRETE COLUMN
5A METAL PANEL, VERTICAL, COLOR #1
5B METAL PANEL, HORIZONTAL, COLOR #1
5C METAL PANEL, VERTICAL, COLOR #2
5D METAL PANEL, COLOR #3
5E METAL CLADDING, COLOR #3
5F METAL CLADDING, COLOR #4
6A FIBER CEMENT PANEL, COLOR #1
6B FIBER CEMENT PANEL, COLOR #2
6C FIBER CEMENT PANEL, COLOR #3
6D FIBER CEMENT PANEL, COLOR #4
8A ALUMINUM STOREFRONT
8B COMPOSITE WINDOW/DOOR UNIT
8D OVERHEAD DOOR

EXTERIOR MATERIAL KEYNOTES LUA/PUD

- 8E ALUMINUM DOOR
8F METAL DOOR
9A MECHANICAL GRILLE
9B MECHANICAL LOUVER
10A METAL FLASHING COLOR #1
10B METAL FLASHING COLOR #2
10C METAL FLASHING COLOR #4
10D METAL SILL TRIM, COLOR #2
12A METAL BALCONY & RAILING, COLOR #3
12B METAL RAILING SYSTEM
12C METAL STOOP WITH RAILING SYSTEM
12D METAL RAILING, PAINTED
12E METAL BATTEN
14 BUILDING SIGNAGE
15B PRIVACY SCREEN WALL, COLOR #3
15C METAL CANOPY, COLOR #3
15D STEEL CANOPY, COLOR #2



2
A3-2
LUA/PUD - SOUTH ELEVATION
3/8" = 1'-0"



1
A3-2
LUA/PUD - EAST ELEVATION
3/8" = 1'-0"

EXTERIOR MATERIAL KEYNOTES LUA/PUD

- 1A MASONRY, COLOR #1
1B MASONRY, COLOR #1, SOLDIER COURSE
1C MASONRY, WATERTABLE, COLOR #2
3A MASONRY INLAY PRECAST CONCRETE PANEL
3C PRECAST CONCRETE COLUMN
5A METAL PANEL, VERTICAL, COLOR #1
5B METAL PANEL, HORIZONTAL, COLOR #1
5C METAL PANEL, VERTICAL, COLOR #2
5D METAL PANEL, COLOR #3
5E METAL CLADDING, COLOR #3
5F METAL CLADDING, COLOR #4
6A FIBER CEMENT PANEL, COLOR #1
6B FIBER CEMENT PANEL, COLOR #2
6C FIBER CEMENT PANEL, COLOR #3
6D FIBER CEMENT PANEL, COLOR #4
8A ALUMINUM STOREFRONT
8B COMPOSITE WINDOW/DOOR UNIT
8D OVERHEAD DOOR

EXTERIOR MATERIAL KEYNOTES LUA/PUD

- 8E ALUMINUM DOOR
8F METAL DOOR
9A MECHANICAL GRILLE
9B MECHANICAL LOUVER
10A METAL FLASHING COLOR #1
10B METAL FLASHING COLOR #2
10D METAL FLASHING COLOR #4
10E METAL SILL TRIM, COLOR #2
12A METAL BALCONY & RAILING, COLOR #3
12B METAL RAILING SYSTEM
12C METAL STOOP WITH RAILING SYSTEM
12D METAL RAILING, PAINTED
12E METAL BATTEN
14 BUILDING SIGNAGE
15B PRIVACY SCREEN WALL, COLOR #3
15C METAL CANOPY, COLOR #3
15D STEEL CANOPY, COLOR #2



2 LUA/PUD - NORTHWEST ELEVATION

A3-3 1/8" = 1'-0"



3 LUA/PUD - SOUTHWEST ELEVATION RIGHT

A3-3 1/8" = 1'-0"



1 LUA/PUD - SOUTHWEST ELEVATION LEFT

A3-3 1/8" = 1'-0"

LUA / PUD
Revisions
3/8/21

ORIGINAL ISSUE:

01/12/21

REVISIONS:

No. Description Date

220549

PROJECT NUMBER

RS

DRAWN BY

NR

CHECKED BY

KEY PLAN

Enclave - Richfield

EXTERIOR ELEVATIONS

A3-3

DECEMBER 21ST



9 AM



NOON



3 PM



6 PM

MARCH 21ST / SEPTEMBER 21ST



9 AM



NOON



3 PM



6 PM

JUNE 21ST



9 AM



NOON



3 PM



6 PM



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Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

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 architect under the laws of the State of Minnesota

Signature

Typed or Printed Name

License # Date

NOT FOR CONSTRUCTION

LUA / PUD
Revisions
3/8/21

ORIGINAL ISSUE:
2/15/21

REVISIONS:
No. Description Date

220549
PROJECT NUMBER

RS

DRAWN BY

KEY PLAN

NR

CHECKED BY

Enclave - Richfield

SHADOW STUDIES

A4-1

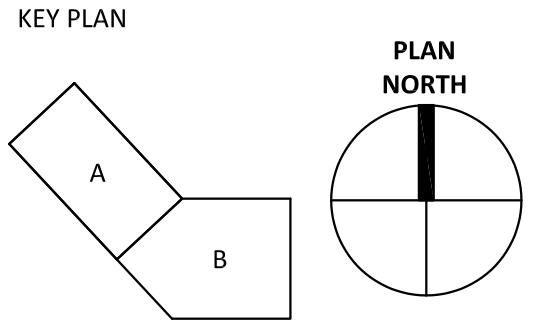
SCHEMATIC
DESIGN SET
03/08/21

ORIGINAL ISSUE:
03/08/21

REVISIONS:
No. Description Date

21019
PROJECT NUMBER

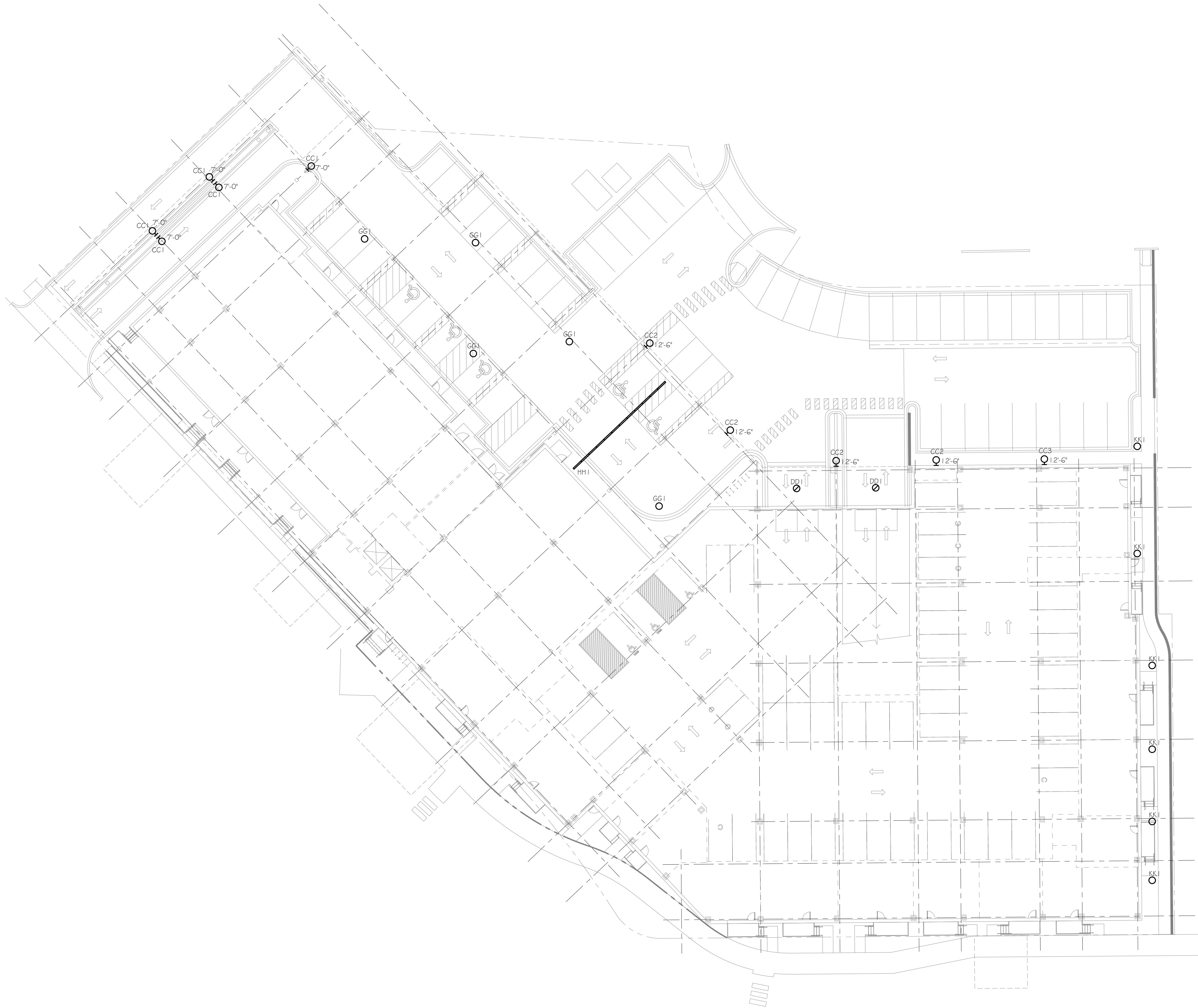
ARV TDV
DRAWN BY CHECKED BY



Enclave - Richfield

SITE PLAN - ELECTRICAL

E0.1



1 SITE PLAN - ELECTRICAL
E0.1 1" = 20'-0"

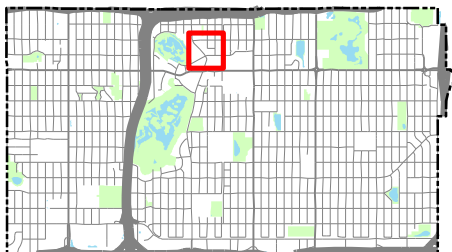
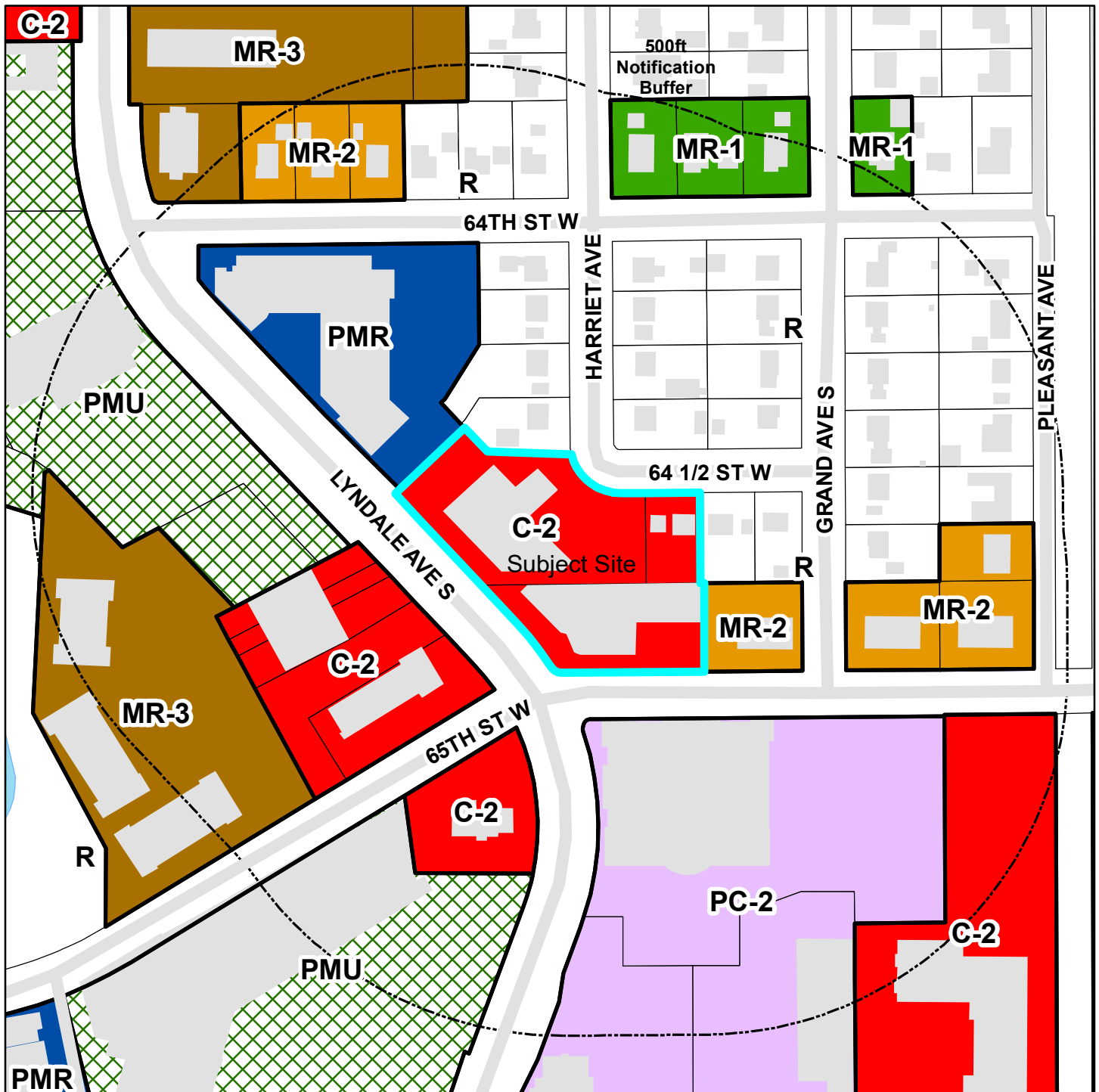
EXTERIOR LIGHTING FIXTURE SCHEDULE													
FIXT. TYPE LETTER	MANUFACTURER	CATALOG NUMBER	MOUNTING	VOLTS	TYPE	LAMP DATA		COLOR TEMP. (K)	TOTAL FIXTURE WATTAGE	TOTAL FIXTURE LUMENS	DRIVER DATA		REMARKS
						MIN. CRI					TYPE	#	
CC1	MCGRAW EDISON	GWC-SA1-A-740-U-SL2	WALL	120	LED	70	4000		34	4874	LED DRIVER	1	WALL MOUNTED FIXTURE WITH TYPE II DISTRIBUTION AND DARK BRONZE FINISH.
CC2	MCGRAW EDISON	GWC-SA2C-740-U-LT4FT	WALL	120	LED	70	4000		113	14850	LED DRIVER	1	WALL MOUNTED FIXTURE WITH TYPE IV DISTRIBUTION AND DARK BRONZE FINISH.
CC3	MCGRAW EDISON	GWC-SA2D-740-U-LT4FT	WALL	120	LED	70	4000		129	16280	LED DRIVER	1	WALL MOUNTED FIXTURE WITH TYPE IV DISTRIBUTION AND DARK BRONZE FINISH.
DD1	PORTFOLIO	LDCB20DD10-EUEJB1G20B040-GLBW1H	RECESSED	120	LED	80	4000		21.2	2000	0-10V DIMMING DRIVER	1	6" DIAMETER RECESSED DOWNLIGHT WITH SELF FLANGED HAZE REFLECTOR.
HH1	NFO-RAY	S122DR-S4R5D040-GYF4FO-1XX-UDD-F-X-S	RECESSED	120	LED	80	4000		4.8W	495/FT	0-10V DIMMING DRIVER	1	RECESSED LED FIXTURE WITH SATIN FLUSH DIFFUSER.
GG1	COOPER - LUMARK	RPC235- POSITION0	SURFACE	120	LED	70	4000		63	7811	LED DRIVER	1	1/2" DIAMETER CEILING MOUNTED FIXTURE WITH WIDE DISTRIBUTION AND FACTORY INSTALLED DIMMING OCCUPANCY SENSOR.
KK1	SELUX	NT-3-LG4700-40-BZ-1-20	GROUND	120	LED	-	4000		14	804	LED DRIVER	1	3' BOLLARD WITH DARK BRONZE FINISH ON CONCRETE BASE.



Lynk65 Mixed Use Development

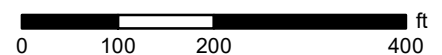
Surrounding Zoning

Case No: 21-RZN-02, 21-PUD-01, 21-FDP-01, & 21-CUP-01



Zoning Districts

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

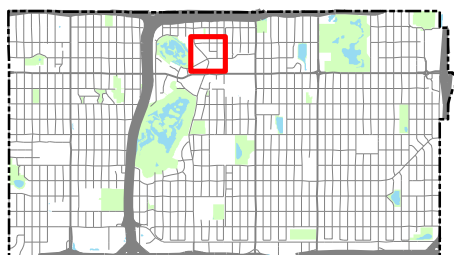
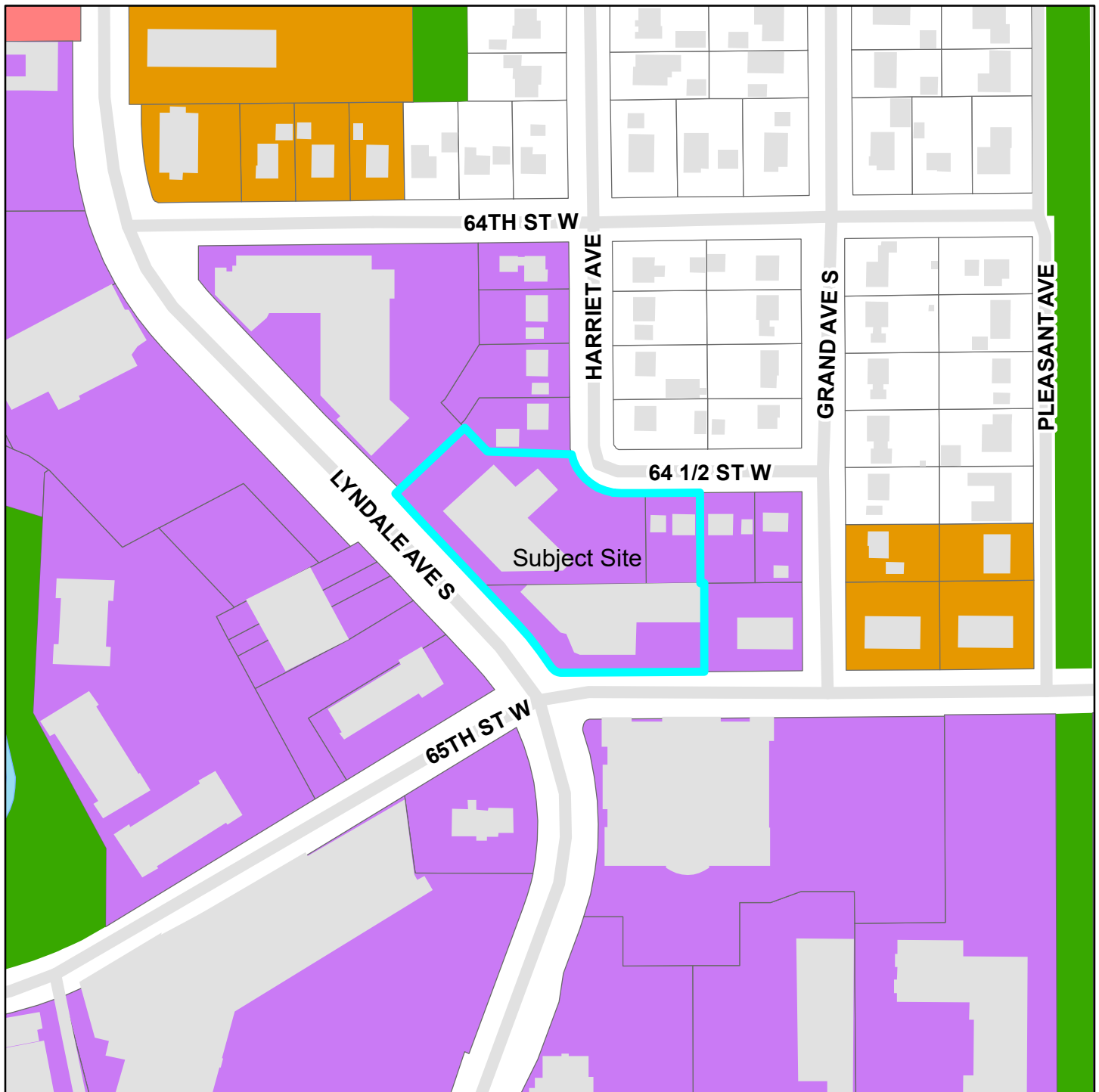




Lynk65 Mixed Use Development

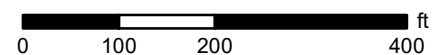
2040 Planned Land Uses

Case No: 21-RZN-02, 21-PUD-01,
21-FDP-01, & 21-CUP-01



2040 Planned Land Use

- | | |
|--------------------------|----------------------------|
| Mixed Use | Medium Density Residential |
| Regional Commercial | Low Density Residential |
| Community Commercial | Park |
| Neighborhood Commercial | Quasi-Public |
| High Density Residential | Right-of-Way (ROW) |





Planning Commission Minutes

March 22, 2021

MEMBERS PRESENT: Chair Kathryn Quam, Commissioners Brendan Kennealy, Bryan Pynn, Susan Rosenberg, Peter Lavin, James Rudolph, and Brett Stursa

MEMBERS ABSENT: none

STAFF PRESENT: Melissa Poehlman, Asst. Director of Community Development
Ryan Krzos, Planner
Nellie Jerome, Assistant Planner

OTHERS PRESENT: For Item #1: Brian Bochman, Enclave Companies; Neil Reardon, ESG Architecture and Design. See attached list for additional public comments.

Chairperson Quam called the meeting to order at 7:00 p.m.

APPROVAL OF MINUTES

M/Stursa, S/Rosenberg to approve the minutes of the February 22, 2021, meeting.

Motion carried: 6-0 (Commissioner Rudolph was absent for the vote)

OPEN FORUM

No members of the public spoke, no comments received.

APPROVAL OF AGENDA

M/Quam, S/Lavin to approve the agenda.

Motion carried: 7-0

PUBLIC HEARINGS

ITEM #1 - Public hearing and consideration of a recommendation on variety of land use approvals to construct a mixed-use development at the northeast corner of Lyndale Avenue and 65th Street. City Planner Ryan Krzos presented the staff report. The applicants, Brian Bochman, of Enclave Companies, and Neil Reardon, of ESG Architecture and Design, gave a brief presentation. City Planner Krzos reviewed the proposal's parking ratio, which met the minimum 1.25 stalls per dwelling unit, and noted that it was eligible for the 10% transit reduction. Public comments were received from callers regarding parking and traffic, best management practices for stormwater and greenspace, and impacts on neighbors. Additional written comments and a voicemail were received regarding similar issues.

M/Rosenberg, S/Rudolph to close the public hearing.

Motion carried: 7-0

Commissioners discussed impervious surface coverage and if the green roof makes up for the large building area. Parking was also discussed further, and it was confirmed that the proposal met the Zoning Code requirements as a Planned Unit Development.

M/Stursa, S/Lavin to recommend approval of rezoning the subject property from General Commercial (C-2) to Planned Mixed Use (PMU) and approval of a Planned Unit Development, Conditional Use Permit, and Final Development Plan for the proposed mixed-use development at the Northeast corner of Lyndale Avenue and 65th Street.

Motion carried: 7-0

M/Quam, S/Rudolph to take a five minute recess before moving to the next item.

Motion carried: 7-0

ITEM #2 - Public hearing to consider a proposed ordinance amendment to modify rules related to home occupations. Assistant Planner Nellie Jerome presented the staff report and a summary of public comments received. Commissioners discussed traffic concerns and keeping agricultural home occupations to a reasonable distribution scale. Public comments received at the meeting focused on retail sales, allowing special circumstances for produce pickup through a CSA (community supported agriculture) model, and similar cities' policies on this issue.

M/Pynn, S/Quam to close the public hearing.

Motion carried: 7-0

Staff clarified that the current home occupation rules wouldn't allow gardening, but staff were this change was proposed in an effort to allow urban agriculture. Staff also noted that the proposed changes to the ordinance included edits that were not related to gardening, and that all retail sales are currently prohibited including the sale of honey from a residential lot.

M/Stursa, S/Pynn to recommend approval of an ordinance amendment to modify rules related to home occupations.

M/Lavin, S/Stursa to amend the motion to include an allowance for CSA distribution at residential sites with the caveat that distribution is only allowed for produce that is grown on-site.

Motion for amendment carried: 7-0

Motion as amended carried: 7-0

LIAISON REPORTS

Community Services Advisory Commission: no report.

City Council: no report.

Housing and Redevelopment Authority (HRA): A new appointment, Lee Ohnesorge, has joined the HRA. He has been involved with disability advocacy group in Richfield.

Richfield School Board: no report

Transportation Commission: multiple projects were discussed, new officers were appointed

Chamber of Commerce: none.

Sustainability Commission: Community trash collection policy is ongoing, and there is work on tree replacement and preservation plan.

CITY PLANNER'S REPORT

There is a work session focused on aligning planning districts with the comprehensive plan, and the Richfield City Council will meet with Bloomington City Council to discuss the CNU project at Portland and I-494.

ADJOURNMENT

The next regular meeting will be Monday, April 27, 2021, at 7pm on the Webex online meeting platform.

M/Stursa, S/Pynn to adjourn the meeting.

Motion carried: 7-0

The meeting was adjourned by unanimous consent at **9:58 p.m.**

Planning Commission Secretary

City of Richfield Planning Commission Meeting, March 22, 2021

Public comments on Item #1: Public hearing and consideration of a recommendation on variety of land use approvals to construct a mixed use development at the northeast corner of Lyndale Avenue and 65th Street

Public comments received at the meeting from the following callers:

Alex Asmas, 6401 Harriet Ave

Ava McKnight, 6935 11th Ave

Debbie Eng, 6334 Grand Ave

TO THE RICHFIELD PLANNING COMMISSION

Monday Meeting, March 22, 2021

As citizens of Richfield, we would like to express our concerns about the projected apartment-and-multi-use ("mixed-use") development being proposed for the northeast corner of Lyndale Ave . and 65th Street-- after closing and razing the single-story strip of small businesses running around that corner, some fronting on Lyndale, and some on 65th St.

As residents of the now highly-developed "hub" area of Richfield, living in a retirement facility apartment, we are concerned about the larger issues of the quality of life for residents of this very small, compact area, being allowed to grow ever more dense. Ever bigger ,taller buildings are filling up the ca. quarter-mile of small business buildings, condos, apartment buildings and senior and independent living apartments. And just plain more and more are being pushed onto the this piece of land. Is it really wise to go on overloading this single area of Richfield, for the sake of tax revenues for the city, without regard for any other considerations that make this area, and Richfield, pleasant to live in?

More development right here means more traffic, less green space, less light and more shadow, more pretty views blocked... for apartment dwellers of all ages and incomes. Many seniors reside in this compact area now who are using their life-assets, lifesavings, to purchase tranquility, peace and beauty, as well as utility and convenience, for their last years. The joy of Richfield is that it is NOT a wealthy, luxurious-class enclave, but a diverse, open, interesting, creative place to live, so near to all the culture and style of a big city, which people of middle and lower income levels can enjoy and be involved with.

"The Hub" itself, displays acres of unused, heat-producing blacktop pavement, ugly and dead-looking, surrounding struggling, scattered businesses and empty buildings, with a look of blight. Why not prioritize making IT a viable area again, with a large family restaurant, a large, middle-range grocery store, and maybe a fairly large office building favoring small business and professional offices for rent? And make "The Hub's" huge paved area attractive (!), with beautification, with corners for benches and trees, shrubs, pots of seasonal flowers...? (Funds from the City of Minn. or County...?) Hire a lawyer to work with the lessees and their contracts in "The Hub"...

AND why not build a 3-4 story multi-use (or just-residential-unit) apartment building a block long, running east to west along the northern boundary line of the "The Hub" property along 65th St. (fronting north), using up some of that empty blacktop? And use a local design firm, not an out-of-state, national corporate developer. Give the business to the people of Minnesota, from top to bottom, to foster jobs for people here and for pride in our State—which is true community-building!

At least spread out any more multi-residential-unit building developments around Richfield. (And no buildings higher than 4 stories, for the scale of this residential city's "profile," please...)

Any more development right here also means more traffic. And by the way, why have yet another traffic circle, not a half-block away from the one at Lyndale and 66th? Seems a waste of space, expensive, and even absurd. There are so many traffic circles on Lyndale Ave., going south, that they almost cause vertigo. What is the rationale for another one a few feet away from the nearest one?

A last point to be made: the developer for ESG (on assignment from North Dakota but working for the national interests of his company), included as "amenities" to be listed as attractants for apartment-dwellers for this area, the "green spaces" of Richfield Lake and Wood Lake Nature Preserve. Let it be said that these two spots have reached capacity already, with regard to the balance of undisturbed natural habitat in relation to the number of people making use of them in all sorts of ways. The more natural habitat gets invaded, trampled on and "use" does do this, the more the wild beauty of nature declines and fades, and the creatures that need it to live, disappear.

Hopefully, some of these considerations will be given some thought at least, in the upcoming meetings and the decisions that result from them. Sensible, sensitive development that is deemed really needed has to be provided in a community, but it should enhance the lives of the most inhabitants as possible across all lines; and it should always protect nature, those "green spaces," that our physical, emotional and spiritual health depend on.

Thanks--!

Rich and Mary Lux

6501 Woodlake Dr., Apt.506

Richfield MN 55423

E-mail: mgplux919@gmail.com

Phone: (612) 315-2998

Dear Commissioners,

I have seen a rendering of what, presumably, is being proposed for the 64th to 65th and Lyndale strip-mall site. While it is more than sad to see more small businesses depart, I understand that this is private property and can be sold at will. I hope that the city can put some restrictions on what type of development is constructed there. What I saw pictured is a 5-story building with commercial use on the first floor, and what appear to be residential units in the four floors above.

My input is that I would like to see Richfield begin to restrict new developments to no higher than two stories. We have quite enough multi-story buildings that are blocking sun from many areas of our community now. This can make for dangerous walking in the winter. Richfield purports to be in favor of and wants to promote walking and biking; but unless there are safe ways to do this, it won't be done. Attempting to walk the shaded, ice-covered sidewalks in the winter is risky. Tall buildings are one of the factors that contribute to that danger.

Multi-story residential buildings also bring about the questions of parking and traffic in the area. There are already several large multi-family residential buildings in this neighborhood, as well as many commercial/retail ventures.

Richfield wants to promote itself as a "hometown"; and yet, at the same time, seems to erase any semblance of what has made us a community with the hometown feel. I would urge you to consider keeping any new developments smaller and more in line with our hometown feel - the thing which attracts many to want to live here. I think that we're more-than-full of high-end and "market rate" apartments and condominiums. Although the city can't prohibit private-property owners from selling their property, perhaps it can at least maintain some degree of common sense about what happens with the future development, so as to retain some of our small businesses and residents.

Heidi Gaibor
6915 Wentworth

Public comments on Item #2: Public hearing to consider a proposed ordinance amendment to modify rules related to home occupations.

Public comments received at the meeting from the following callers:

Alex Asmas, 6401 Harriet Ave

Jason Reese, 6400 Grand Ave

Debbie Eng, 6334 Grand Ave

Ava McKnight, 6935 11th Ave

Hello Planning Commission members,

I am writing on behalf of my family in opposition of the proposed amendments to section 509.21 subdivision 10 & 11-J and wish for both proposed changes to be stricken.

I grew up in Richfield, and post-college came back to raise my family for which I've lived 8 years. "The Urban Hometown" is Richfield's slogan and a name derived from the fertile farmland that once occupied the area. To quote a specific part of Richfield's published description; "Although located in the middle of a large urban area, Richfield retains a small town atmosphere. The pace is easy, the streets are clean, City government is accessible, and community spirit runs high." These are all reasons why I chose to raise my family here.

What I implore each member of the committee to consider is how do the proposed changes align with these values, and if passed what it would tell the current and future residents of Richfield? A City that has so far done a good job leading in urban farming by considering the environmental, health and communal benefits it provides.

I am the next-door neighbor of (the Reese Family) for whom this amendment is very obviously targeted towards. My family greatly enjoys having this wonderful garden and corresponding CSA in the neighborhood. The service this particular CSA provides has quite literally improved my family's health and wellbeing. It has also served as a feature of the community, bringing us closer to many neighbors we otherwise may not have relationships with. These benefits are realized because we do not have to travel to an off-site pickup location and can stay within the immediate neighborhood.

It is understandable to implement forward looking restrictions on certain use of personal property that could be of detriment or cause danger. What does not make sense is; what the city is trying to prevent, by not allowing very occasional pickup/distribution of vegetables? This seems like an unreasonable burden, not just to the distributors but also the people picking up (many of which do not travel by vehicle).

Being the next-door neighbor to this CSA I can confidently say that traffic due to pick-up (one day per week, for a few hours) is virtually unnoticeable. In fact, there is significantly more traffic from other immediate homes, apartments and construction having vehicles come and go every single day, while also parking on the street. Considering this, any potential disturbance due to vegetable pick up is negligible.

I fear that moving forward with these changes sets a poor precedent to any future urban farm and/or other cottage business in Richfield. It shows we are not governing with care and consideration but with blanket policy towards nuanced situations. It is especially important to consider ramifications, given the current economic challenges that face the community, resulting from the recent pandemic. Every decision such as this reverberates much louder than it may have in the past.

My final concerns are: the use of the words "Continuous or regular" are very nebulous and provide no context. This would cause significant grey area in not just distribution of garden products but any products. Clarifying this further would be a significant task with much nuance needing to be added. Secondly, it's disturbing to assume these changes are a result of what sounds like a single traffic complaint, but with no input from other stakeholders prior to the proposal of these new additions. Thank you for reading and considering this statement.

Alex Asmus
6401 Harriet Ave
612-999-8989

I have resided in the same home in Richfield since 1947 and experienced the many changes since the days it was only a Village. It is my understanding, originally Richfield crops were trucked to Minneapolis for sale and distribution. Obviously, the population of the City has grown (no pun intended) over the years and become an inner suburb of maximum density.

Recently, my R-1 property was within 500 feet of a home operating a part time motor vehicle repair facility in violation of Section 1, Subd. 11. a). The result was an increase in noise, equipment, on and off street parking, creating a considerable nuisance in the neighborhood. The part-time business was operated within the garage attached to the residence on the property. Despite complaints to City staff, the condition was not corrected until the tenants relocated.

Sale of horticultural products as a Home Occupation might create problems similar to those I experienced near my property. As I interpret the proposed amendments to the Zoning Code, onsite sale of horticultural products will not be allowed. If my understanding is incorrect, I strongly recommend no such activity be permitted.

Proponents of the sale of such goods admit they want to start a "cottage food business." I submit this is the very basis property is zoned commercial rather than residential. Such business will increase noise, automobile traffic and parking congestion, decrease property line setbacks and lawn area. Will the City allow such crops to be grown in the front yard?

Understandably, all the other suburbs studied by the City staff forbid onsite sale of horticultural products. I cannot believe this industry could produce significant income from home crops. In order to become profitable, I can imagine operators might abuse the ordinance. Crops grown offsite might be trucked in for sale onsite. Regular vegetables could be purchased offsite at ordinary prices and resold onsite as organic. Businesses could be operated from 7:00 a.m. to 9:00 p.m. seven days a week. Such a Home Occupation would be very difficult and expensive for the City to regulate.

I do not object to homeowners growing a reasonable amount of horticultural products for use by their family, neighbors or friends. Likewise, donations to non-profits should be encouraged. Although, I do not know the requirements for participation, I suppose sales for profit could be performed at the farmers' market at Veterans Park on Saturday mornings.

Gary Olso
612-869-0418

Dear Planning Commission and City Leaders,

I am a long time Richfield resident, and first time Public Commenter. Thank you for considering these concerns and suggestions.

More than 100 years ago, the industrial revolution paved the way for explosive population growth and the migration of human populations from rural agrarian settings to urban dwellings. Since then, city planners have had their hands full, creating rules and regulations that make city living safe and healthy for all residents. There has been a lot to think about in this monumental human shift. One of the themes that has helped guide urban planning is the concept of “zoning”; everything in its place, so that homeowners can enjoy safe, peaceful neighborhoods, separate from busy business districts, or the stink of a crowded turkey farm, etc.

This framework is helpful, but when applied with a heavy hand and without nuance, it creates problems just as critical as those it was meant to solve. Urban areas have become “Food Deserts”, and people who live in urban zones are at higher risk for obesity, diabetes, and cardiovascular disease. At the same time, food insecurity is a common problem in urban areas, with the most vulnerable individuals being children and the elderly.

At the same time, urban populations are losing basic understanding of where food comes from, and how our stewardship of the earth matters to each of us as individuals, and as a group. It is now common for children and even adults to lack basic understanding of how carrots, potatoes, peas, zucchinis, eggs, and meat grow and arrive on our plates.

Our sterile neighborhoods have led to predictably sterile lives. We can go all year without meeting a neighbor if nothing in our yards calls us out to work and mingle. Our children have allergies and sensory issues, because they have no dirt to play in. And none of us like to eat vegetables, because the crummy cardboard produce at the store has travelled here from another hemisphere, with predictable results.

As a result of these alarming trends, people in urban areas across our nation have started to push back against the clumsy zoning codes that have separated us from the food we eat. Historically, in what we might think of as “Urban Planning Version 1”, regulations favored very un-agricultural residential areas. There was a “slippery slope” fallacy underlying many of these regulations: “If we allow any chickens at all, pretty soon there will be a poultry farm in someone’s yard” “If we allow a tomato plant in a front yard, pretty soon there will be a field of wheat and a combine in another front yard”

Richfield has, in recent years, done a good job of keeping up with the latest emerging wisdom, as we recognize that a more nuanced approach to governing can provide freedom, peaceful living and healthy choices to all residents. That growing and sharing food is fundamental to the human experience, and that a delicious meal starts with a fertile patch of ground. We are now allowed to keep a small number of chickens, who are delightful backyard companions, and we can plant garden crops on our property, while keeping things tidy and attractive. This forward-looking attitude, similar to other progressive urban attitudes in our country, is what attracted me to Richfield and is why I have recommended it to many of my friends who have subsequently moved here. I have spent the 12+ years that I have lived in Richfield believing it to be an “Urban Oasis” -- somewhere that I can enjoy the amenities of city life, while also having the freedom to enjoy my property to its fullest, growing food and sharing it with my neighbors, family and friends. I have a COMMUNITY of people who enjoy these things with me, and its value for our health, happiness, and well-being cannot be overstated.

Specifically in question today is the “CSA” operation of one of our residents, and how an update or clarification to our city codes may affect them. It is my opinion Jason and Courtney’s yard, and the

service they provide to our community, is one of the jewels of our city. I have not met them personally, but I think their vision and execution of an Urban CSA deserves to be front page news in any major media outlet. Their yard at the height of summer is jaw droppingly beautiful; I take time out of my way every time I visit Lakewinds to bike by and admire it, and I have sent other garden-loving friends their way to see it and be inspired! The service they provide to nearby neighbors of being able to access fresh produce at its peak is something that should be a basic human right, and yet has become so rare in our urban lives that we are here questioning it's right to exist.

The only reasons I have heard to change or limit their ability to provide this service are so fallacious that I cannot believe the discussion has lasted this long.

First, there was the "traffic" complaint from a single disgruntled neighbor. In the case of this neighborhood CSA, the number of customers is somewhere around a dozen. And half of their customers are neighborhood residents who walk over to pick up their food.

My own neighbors have a weekly bible study that attracts at least a dozen cars at one time (in non-covid times) (and for the record I am not complaining!). I hardly think we are going to outlaw this kind of gathering. If I've been quite busy shopping, sometimes the Amazon truck will visit my house several times a day! And yet for some reason, the handful of cars that might visit this resident's house once a week, for a few months in the summer, is a problem. Please, let us take this off the table as a supposed concern.

The only other concern I have heard is the "zoning" issue, with the "slippery slope" story in hot pursuit. "If we allow this tiny CSA, then what's to stop another neighbor from opening a convenience store in their garage?". And the clear answer is: Govern with wisdom and nuance!

You can make a decision to specifically allow VEGETABLES, which grow in our dirt, which create beauty in our yards, which create community with our neighbors, and which nourish our bodies. And you may simultaneously continue to uphold other regulations that limit commercial and larger agricultural enterprises in our beautiful city. You did it with simplicity and aplomb by allowing 3 chickens in Richfield yards. What a triumph -- we can enjoy fresh eggs if we want, while running no risk of suffering a commercial poultry enterprise in our neighbor's yard. You can use the same simple language and common sense to clarify our rules in a way that continues to allow residents to grow and share fresh produce with one another.

Sincerely -- Stephanie King, Richfield Resident

Members of the Richfield Planning Commission:

My name is Debbie Eng and I am writing to you to provide community comment regarding the proposed ordinance amendment to modify rules related to home occupations, specifically Section 509.21, Subdivisions 10 and 11.

I am a Richfield resident who lives 2 houses away from Jason Reese and Courtney Kupsch. It is Jason and Courtney's yard garden that has triggered the proposed changes before you regarding gardening or horticultural activities. I have also been the recipient of a variety of wonderful fresh healthy vegetables from their garden.

I am opposed to the proposed changes that would prohibit the sale or distribution of fresh healthy produce from a Richfield resident's garden --

- The city should be encouraging healthy eating and the sharing of fresh food.

- Bee keeping and the sale of honey is allowed in Richfield. What is really the difference between these sales and product distribution?
- Jason and Courtney's garden is considered an asset in our great neighborhood and is well kept and enjoyed by many families. People stop to admire the garden while out walking.
- Why would the city choose to deny this community asset? I have heard that "someone" has complained about traffic...the many neighbors that I have mentioned this to have been surprised and have stated that this has not been their experience. I also find this ironic given the July 2020 approval for a new 88-unit apartment building, on the corner of 64th street and Lyndale Ave S (2 short blocks and on the same street from Jason and Courtney's garden) amid numerous traffic and parking concerns raised by myself and other neighbors.

Commissioners, I strongly ask that you reconsider the proposed language in Section 509.21, Subdivisions 10 and 11. It is within your authority to revise the language proposed before you. We are a wonderful thriving neighborhood which exemplifies Richfield's vision of an inclusive growing urban hometown. Jason and Courtney's garden contributes to this vision.

Thank you for your attention to my comments.

Deborah A. Eng
6334 Grand Avenue South



STAFF REPORT NO. 65
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
4/21/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Conduct a public hearing and consider:

- the second reading of a transitory ordinance vacating a portion of the Lyndale Avenue right-of-way and utility easements;
- a resolution authorizing summary publication of said ordinance; and,
- a resolution approving a preliminary plat for property located at the northeast corner of Lyndale Avenue and 65th Street.

EXECUTIVE SUMMARY:

In conjunction with requested land use approvals for the redevelopment project known as Lynk65, the applicant is requesting approval of a preliminary plat and vacation of a portion of the Lyndale Avenue right-of-way and utility easements.

The proposed plat would combine the three parcels comprising the development site into one new lot. The vacations are necessary to accommodate the placement of the building in the proposed location. This portion of the Lyndale Avenue right-of-way is not needed in the design of the roundabout at the intersection with 65th Street, and the amount of area roughly equals the area that will be dedicated for the roundabout by the plat.

While a public hearing is required by State Statute, the plat is a technical document dealing with the combination or division of land, and is not a reconsideration of land use approvals for the development. The proposed plat and vacation requests meet requirements and therefore staff recommends approval of the attached ordinance and resolution.

If the Council denied or delayed a decision on the land use items, consideration of the plat and vacations should also be denied or delayed.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion:

1. Approve a second reading of the transitory ordinance vacating Lyndale Avenue right-of-way and utility easements over property located at the northeast corner of Lyndale Avenue and 65th Street; and
2. Approve a resolution authorizing summary publication of said transitory ordinance.

3. Approve the resolution granting approval of a preliminary plat of Lyndale Oaks Second Addition.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

None.

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

- All plats or subdivisions of land in the City must be approved by council resolution pursuant to the provisions of Minnesota State Statutes 462.357.
- The City Council may vacate public easements in accordance with MN Statutes 412.851.
- A first reading of the transitory ordinance to vacate right-of-way and utility easements was approved by the Council on April 13, 2021.
- At the first reading of the transitory ordinance, a question was asked as to why right-of-way would be vacated rather than granting an easement to the developer for encroachments. The Minnesota State Building Code prohibits doors to open into the public right-of-way and limits steps, including handrail extensions, from extending more than 12" into the public right-of-way. It has been the City's policy to require that all steps and railings be outside of the public right-of-way as a way to limit liability and provide space for machinery used to clear sidewalks.

C. CRITICAL TIMING ISSUES:

- Per State Statute, the City has 120 days from the date of submittal of a complete application to issue a decision regarding a plat unless the applicant agrees to an extension.
- A complete plat application was received on March 8, 2021. The Council must render a decision by July 6, 2021.

D. FINANCIAL IMPACT:

The application processing fees have been paid.

E. LEGAL CONSIDERATION:

Notice of this public hearing was published in the Richfield Sun Current on April 15, 2021.

ALTERNATIVE RECOMMENDATION(S):

- Approve a second reading of the transitory ordinance and/or resolution with modifications.
- Reject the proposed transitory ordinance and/or resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives from Enclave Companies, ESG Architecture and Design, and Westwood Professional Services.

ATTACHMENTS:

Description	Type
□ Ordinance - Vacate Lyndale ROW and Easements	Ordinance
□ Summary Publication Resolution	Resolution Letter
□ Resolution - Preliminary Plat	Resolution Letter
□ Preliminary Plat	Exhibit
□ Easement Vacation Exhibit	Exhibit
□ ROW Vacation Exhibit	Exhibit

BILL NO.

TRANSITORY ORDINANCE NO.

**AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
AND UTILITY EASEMENTS
OVER PROPERTY LOCATED AT THE NORTHEAST CORNER OF LYNDALE
AVENUE SOUTH AND 65TH STREET**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1: The plat of J. N. Hauser's Second Addition dedicates land lying west of the westerly line of Lot 2, Block 2 as public right of way for Lyndale Avenue South.

Sec. 2. The owner of Lot 2, Block 2, J. N. Hauser's Second Addition has petitioned for a partial vacation of that street easement described as follows:

That part of Lyndale Avenue South as dedicated on J. N. HAUSER'S SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly and northeasterly of the following described line:

Commencing at the most westerly corner of Lot 2, Block 2, said J.N. HAUSER'S SECOND ADDITION; thence South 43 degrees 36 minutes 53 seconds East, assumed bearing along the westerly line of said Lot 2, a distance of 5.38 feet to the point of beginning of the right of way to be vacated; thence South 46 degrees 32 minutes 19 seconds West, a distance of 8.67 feet; thence South 43 degrees 26 minutes 40 seconds East, a distance of 68.71 feet; thence Southeasterly, along a tangential curve, concave to the Northeast, having a central angle of 21 degrees 21 minutes 13 seconds, a radius of 100.00 feet for an arc distance of 37.27 feet to said westerly line of Lot 2 and said line there terminating.

Sec.. 3. The Council finds that there is no public need for a street easement over that part of the platted street that is the subject of the petition.

Sec. 4. The following described lands are subject to the easements in favor of the City of Richfield as described in Exhibit A for utility purposes ("Utility Easements"):

Sec. 5: The City has notified the service providers for gas, electric, telephone, and cable communications services of the proposed vacations; the following facilities are reported to be located in the Utility Easements: cable

Sec. 6: The existing utility lines within the easement areas shall be removed and placed within new easements dedicated in the plat by the land owner. There is no need to reserve the Utility Easement as part of this proceeding.

Sec. 7: The Council finds that there is not a public need for the Utility Easements.

Sec. 8. The City of Richfield held the first reading on April 13, 2021 and second reading on April 27, 2021. Legal notice was published in the City's official newspaper as required by ordinance.

Sec. 9: The Street Easement and Utility Easement are vacated conditioned upon the following conditions:

1. Filing of the plat of Lyndale Oaks Second Addition; and
2. Dedication of additional right-of-way for Lyndale Avenue South in its new location on the final plat.

Sec. 10: The vacation of the Street Easement is effective 30 days following publication of the ordinance.

Sec. 11: The City Clerk is directed to prepare a certificate of completion of vacation proceedings and to record the vacation in the office of the Hennepin County Registrar of Titles or Hennepin County Recorder, as appropriate, following publication.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

EXHIBIT A

UTILITY EASEMENT DESCRIPTIONS

Easement 1.

The easement for storm sewer purposes, in favor of the City of Richfield, as created in Agreement dated May 24, 1967, filed August 2, 1967, as Document No. 3668072, in Book 2596 of Deeds, Page 588, Hennepin County, Minnesota, lying within:

The southerly 5 feet of Lot 3, Block 6, Lyndale Oaks, Hennepin County, Minnesota.

Easement 2.

The easement for utility installation and maintenance as created in Indenture dated September 10, 1946, filed September 11, 1946, as Document No. 2395014, Hennepin County, Minnesota, lying within:

The 5 feet to the rear of each Lot of Lots 3, 4, 5, 19, 20 and all of Lot 18 except the Northwesterly 25 feet thereof, Block 6, Lyndale Oaks, according to the recorded plat thereof, Hennepin County, Minnesota.

Easement 3.

The portion of the easement for utilities purposes reserved by the City of Richfield in Transitory Ordinance 17.02 passed July 26, 1982, filed July 23, 1985, as Document No. 5015916, Hennepin County Minnesota, described as follows:

Beginning at the most Northwesterly corner of Lot 19 in said Block 6; thence Northeasterly along the Northwesterly line of said Lot 19 and its extension to the Northerly line of Lot 5 in said Block 6; thence Easterly along said North line 114.29 feet, more or less, to the Northeasterly corner of said Lot 5; thence Westerly passing through the Southwesterly corner of Lot 6 in said Block 6 to the centerline of the vacated alley adjoining the Northeasterly line of Lot 18 in said Block 6; thence Northwesterly along said centerline to its intersection with the Northeasterly extension of the Southeasterly line of the Northwesterly 25 feet of said Lot 18; thence Southwesterly along said extension to the Northeasterly line of said Lot 18; thence Southeasterly along said Northeasterly line to the most Easterly corner of said Lot 18; thence Southwesterly along the Southeasterly line of said Lot 18 to the Southerly corner of said Lot 18; thence Southeasterly to the point of beginning.

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE
VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
AND UTILITY EASEMENTS
OVER PROPERTY LOCATED AT THE NORTHEAST CORNER OF
LYNDALE AVENUE AND 65TH STREET**

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

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
AND UTILITY EASEMENTS
OVER PROPERTY LOCATED AT THE NORTHEAST CORNER OF
LYNDALE AVENUE AND 65TH STREET**

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

This ordinance vacates a portion of the Lyndale Avenue right-of-way near the northeast corner of Lyndale Avenue and 65th Street. Additionally, the ordinance vacates the utility easements within the property located at the northeast corner of Lyndale Avenue and 65th Street addressed as 6467 Lyndale Avenue, 6439 Lyndale Avenue, and 415 64 ½ Street West.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

**RESOLUTION GRANTING PRELIMINARY APPROVAL
OF A PLAT FOR
LYNDALE OAKS SECOND ADDITION**

WHEREAS, ESG Design and Architecture on behalf of Enclave Companies has requested preliminary approval of a plat that combines several parcels of land and vacated right-of-way generally located at the northeast corner of Lyndale Avenue and 65th Street, on land that is legally described in the attached Exhibit A; and

WHEREAS, the proposed subdivision is to be known as LYNDALE OAKS SECOND ADDITION; and

WHEREAS, a public hearing was held on the proposed preliminary plat of LYNDALE OAKS SECOND ADDITION on Tuesday, April 27, 2021 at which all interested persons were given the opportunity to be heard; and

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

1. The proposed preliminary plat of LYNDALE OAKS SECOND ADDITION satisfies the requirements of the City's subdivision ordinances.
2. Approval of the preliminary plat of LYNDALE OAKS SECOND ADDITION is granted with the following conditions:
 - a. The applicant must address to the City Attorney's satisfaction all items listed in the plat opinion letter to be prepared by the City Attorney's office.
 - b. The applicant must address any/all comments by the City Engineering Department and Hennepin County.
 - c. Compliance with any other applicable requirements of the Richfield City Code.
 - d. The Applicant must obtain approval of a final plat prior to the issuance of a certificate of occupancy for any units within the platted area.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:
Lot 2, Block 2, "J. N. Hauser's Second Addition".
Hennepin County, Minnesota
Torrens Property

Parcel 2:
Lots 4, 5, 19, 20 and all of Lot 18 except the Northwestern 25 feet thereof, Block 6, Lyndale Oaks, according to the recorded plat thereof, Hennepin County, Minnesota; together with those parts of the vacated alleys in said Block 6, Lyndale Oaks, described as follows:

Beginning at the most Northwestern corner of Lot 19 in said Block 6; thence Northeasterly along the Northwestern line of said Lot 19 and its extension to the Northerly line of Lot 5 in said Block 6; thence Easterly along said North line 114.29 feet, more or less, to the Northeasterly corner of said Lot 5; thence Westerly passing through the Southwesterly corner of Lot 6 in said Block 6 to the centerline of the vacated alley adjoining the Northeasterly line of Lot 18 in said Block 6; thence Northwesternly along said centerline to its intersection with the Northeasterly extension of the Southeasterly line of the Northwestern 25 feet of said Lot 18; thence Southwesterly along said extension to the Northeasterly line of said Lot 18; thence Southeasterly along said Northeasterly line to the most Easterly corner of said Lot 18; thence Southwesterly along the Southeasterly line of said Lot 18 to the Southerly corner of said Lot 18; thence Southeasterly to the point of beginning.
Hennepin County, Minnesota
Abstract Property

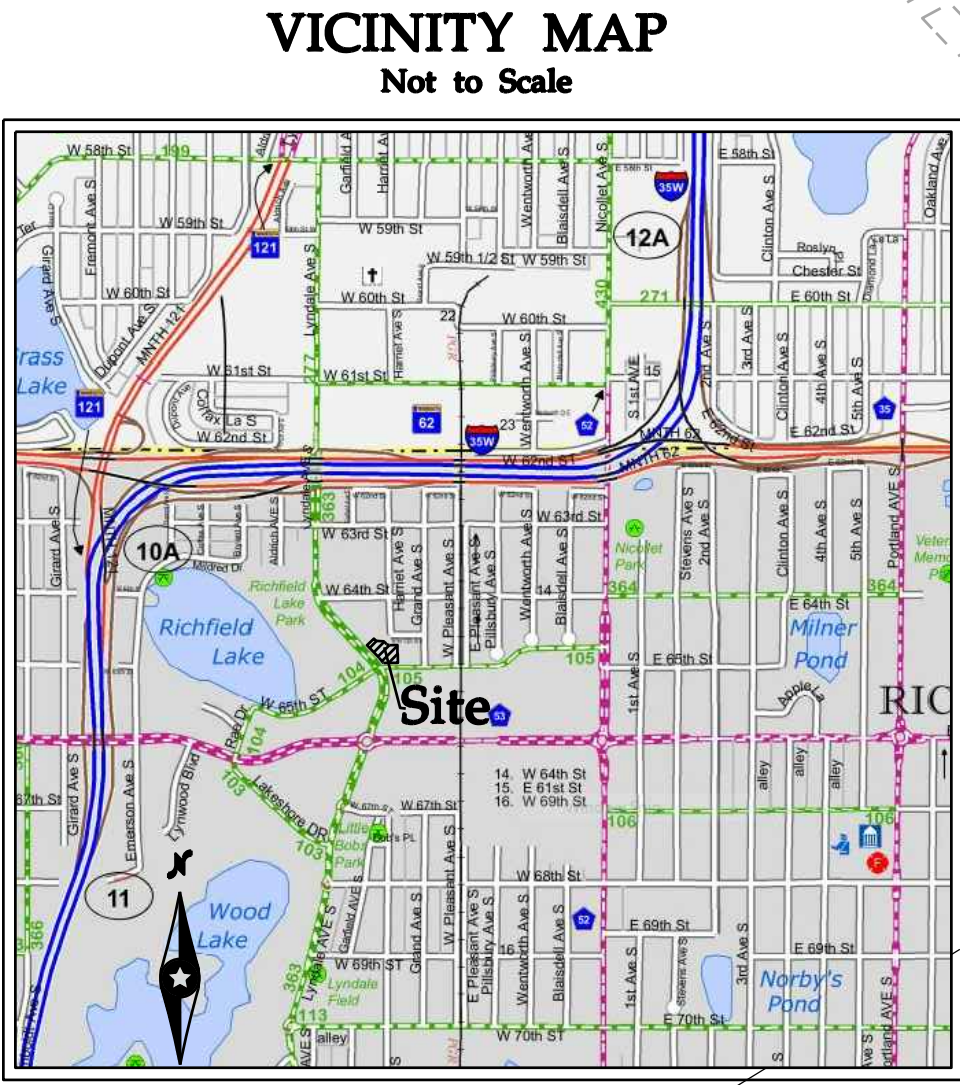
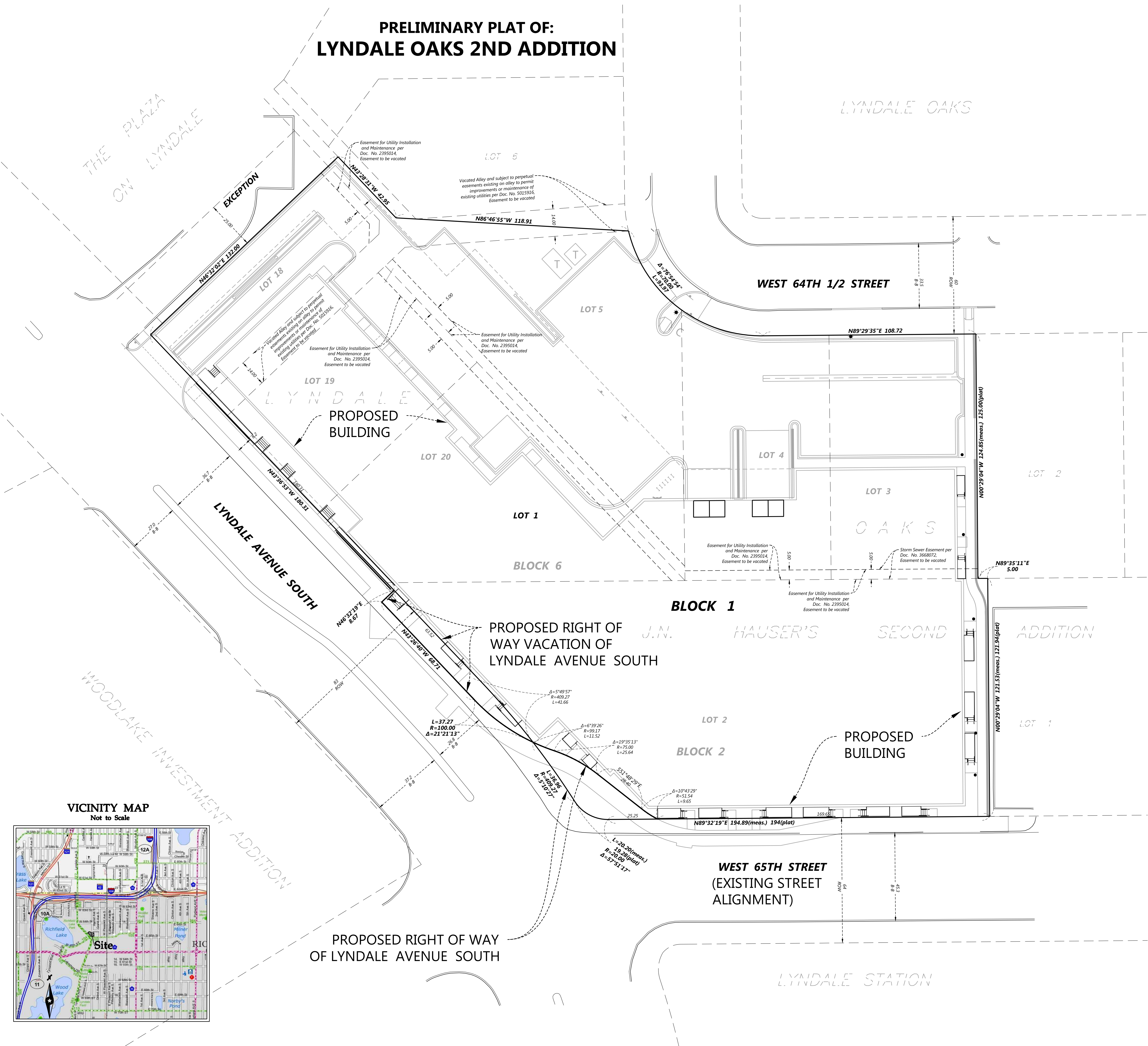
Parcel 3:
Lot 3, Block 6, Lyndale Oaks, Hennepin County, Minnesota.
Abstract Property

TOGETHER WITH:

That part of Lyndale Avenue South as dedicated on J. N. Hauser's Second Addition, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly and northeasterly of the following described line:

Commencing at the most westerly corner of Lot 2, Block 2, said J. N. Hauser's Second Addition; thence South 43 degrees 36 minutes 53 seconds East, assumed bearing along the westerly line of said Lot 2, a distance of 5.38 feet to the point of beginning of the right of way to be vacated; thence South 46 degrees 32 minutes 19 seconds West, a distance of 8.67 feet; thence South 43 degrees 26 minutes 40 seconds East, a distance of 68.71 feet; thence Southeasterly, along a tangential curve, concave to the Northeast, having a central angle of 21 degrees 21 minutes 13 seconds, a radius of 100.00 feet for an arc distance of 37.27 feet to said westerly line of Lot 2 and said line there terminating.

PRELIMINARY PLAT OF:
LYNDALE OAKS 2ND ADDITION



PROPERTY DESCRIPTION

PROPERTY DESCRIPTION PER CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER 56766

PARCEL 1:
LOT 2, BLOCK 2, "J. N. HAUSER'S SECOND ADDITION".
HENNEPIN COUNTY, MINNESOTA
TORKENS PROPERTY

PARCEL 2:
LOTS 4, 5, 19, 20 AND ALL OF LOT 18 EXCEPT THE NORTHWESTERLY 25 FEET THEREOF, BLOCK 6, LYNDALE OAKS, ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA; TOGETHER WITH THOSE PARTS OF THE VACATED ALLEYS IN SAID BLOCK 6, LYNDALE OAKS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 19 IN SAID BLOCK 6; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 19 AND ITS EXTENSION TO THE NORTHERLY LINE OF LOT 5 IN SAID BLOCK 6; THENCE EASTERLY ALONG SAID NORTH LINE 114.29 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE WESTERLY PASSING THROUGH THE SOUTHWESTERLY CORNER OF LOT 6 IN SAID BLOCK 6 TO THE CENTERLINE OF THE VACATED ALLEY ADJOINING THE NORTHEASTERLY LINE OF LOT 18 IN SAID BLOCK 6; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 25 FEET OF SAID LOT 18; THENCE SOUTHWESTERLY ALONG SAID EXTENSION TO THE NORTHEASTERLY LINE OF SAID LOT 18; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO THE MOST EASTERLY CORNER OF SAID LOT 18; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18 TO THE SOUTHERLY CORNER OF SAID LOT 18; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.
HENNEPIN COUNTY, MINNESOTA
ABSTRACT PROPERTY

PARCEL 3:
LOT 3, BLOCK 6, LYNDALE OAKS, HENNEPIN COUNTY, MINNESOTA.
ABSTRACT PROPERTY

TOGETHER WITH:

THAT PART OF LYNDALE AVENUE SOUTH AS DEDICATED ON J. N. HAUSER'S SECOND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA, LYING SOUTHEASTERLY AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 2, BLOCK 2, SAID J.N. HAUSER'S SECOND ADDITION; THENCE SOUTH 43 DEGREES 36 MINUTES 53 SECONDS EAST, ASSUMED BEARING ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 5.38 FEET TO THE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE VACATED; THENCE SOUTH 46 DEGREES 32 MINUTES 19 SECONDS WEST, A DISTANCE OF 8.07 FEET; THENCE SOUTH 43 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 68.71 FEET; THENCE SOUTHEASTERLY, ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 21 DEGREES 21 MINUTES 13 SECONDS, A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 37.27 FEET TO SAID WESTERLY LINE OF LOT 2 AND SAID LINE THERE TERMINATING.

GENERAL NOTES

- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER 56766 HAVING AN EFFECTIVE DATE OF OCTOBER 11, 2020 AT 07:00 AM
- 2) SUBJECT PROPERTY APPEARS TO BE CLASSIFIED AS ZONE X WHEN SCALED FROM FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NUMBER 27053C0368F DATED NOVEMBER 4, 2016.
- 3) SUBJECT PROPERTY CONTAINS 91,127 SQ. FT. OR 2.092 ACRES.
- 4) SUBJECT PROPERTY CONTAINS 89 TOTAL PARKING STALLS, INCLUDING 3 HANDICAPPED STALLS.
- 5) THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. (GOPHER STATE ONE CALL TICKET NO. 203291663, NO. 203291690 AND NO. 203291691)
- 6) ADJOINING OWNERS SHOWN PER HENNEPIN COUNTY PARCEL WEBSITE.
- 7) WESTWOOD PROFESSIONAL SERVICES, INC. WAS NOT PROVIDED ADJOINER DEEDS.
- 8) THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM, N.A.D. 1983 (1986 ADJUSTMENT) US SURVEY FEET.

ZONING

SUBJECT PROPERTY IS CLASSIFIED AS C-2 GENERAL COMMERCIAL PER THE CITY OF RICHFIELD ZONING MAP FOUND ON THEIR WEBSITE

AREA

SUBJECT PROPERTY CONTAINS:

LOT 1, BLOCK 1 AREA = 89,480 SQ. FT. OR 2.054 ACRES
VACATED RIGHT OF WAY OF LYNDALE AVENUE SOUTH AREA = 817 SQ. FT. OR 0.019 ACRES
RIGHT OF WAY OF LYNDALE AVENUE SOUTH AREA = 830 SQ. FT. OR 0.019 ACRES
TOTAL AREA = 91,127 SQ. FT. OR 2.092 ACRES

OWNER/SUBDIVIDER

ENCLAVE DEVELOPMENT
1 2ND STREET NORTH, SUITE 102
FARGO, NORTH DAKOTA, 58102

SURVEYOR/ENGINEER

WESTWOOD PROFESSIONAL SERVICES
12701 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
952-937-5150

LEGEND

⊙	SANITARY MANHOLE	⊙	STEEL/WOOD POST
⊙	SEWER CLEANOUT	⊙	SIGN
⊙	SEPTIC COVER	⊙	MAIL BOX
⊙	STORM MANHOLE	⊙	FLAG POLE
⊙	BEEHIVE CATCH BASIN	⊙	HANDICAPPED STALL
⊙	CATCH BASIN	⊙	AIR CONDITIONER
⊙	FLARED END SECTION	⊙	BUSH/SHRUB
⊙	CATCH BASIN MANHOLE	⊙	CONFEROUS TREE
⊙	HYDRANT	⊙	DECIDUOUS TREE
⊙	GATE VALVE	⊙	TREE LINE
⊙	FIRE DEPARTMENT CONNECTION	⊙	CABLE TELEVISION LINE
⊙	CURB STOP BOX	⊙	GAS LINE
⊙	POST INDICATOR VALVE	⊙	POWER OVERHEAD
⊙	ELECTRIC BOX	⊙	PLUG
⊙	ELECTRIC METER	⊙	POWER UNDERGROUND
⊙	ELECTRIC MANHOLE	⊙	SAN
⊙	ELECTRIC TOWER	⊙	STORM SEWER
⊙	STREET LIGHT	⊙	TELEPHONE OVERHEAD
⊙	GLY WIRE	⊙	TELEPHONE UNDERGROUND
⊙	POWER POLE	⊙	WAT
⊙	TRAFFIC SIGNAL	⊙	FIBER OPTIC
⊙	TELEPHONE BOX	⊙	FENCE LINE
⊙	TELEPHONE MANHOLE	⊙	CURB & GUTTER
⊙	HAND HOLE/JUNCTION BOX		
⊙	CABLE TV BOX		
⊙	CABLE TV MANHOLE		

ENCLAVE - RICHFIELD

65th & Lyndale
Richfield, MN 55234

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5852 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoods.com
Westwood Professional Services, Inc.

esc

ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE: 02/15/21 LICENSE NO. _____

NOT FOR
CONSTRUCTION

PRELIMINARY PLANNED
UNIT DEVELOPMENT
PLANS AND
PRELIMINARY PLAT

ORIGINAL ISSUE:
01/18/21

No.	Description	Date
1	PROGRESS SET	01/18/21
2	LUA / PUD	02/15/21
3	LUA / PUD REVISIONS	03/08/21
4	.	.
5	.	.
6	.	.

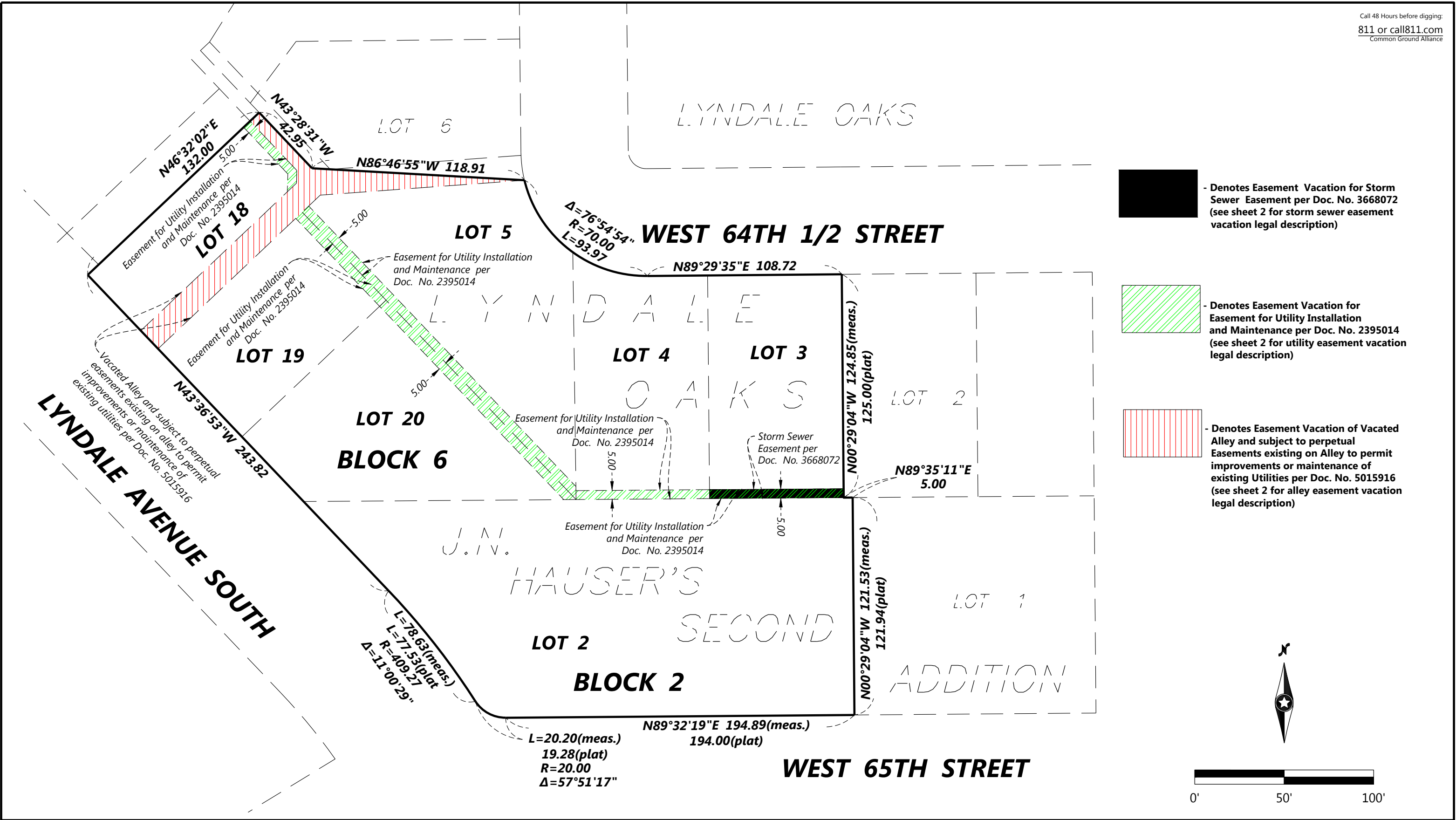
0028894.00
PROJECT NUMBER

BW DMP
DRAWN BY CHECKED BY

KEY PLAN

PRELIMINARY PLAT

C2.1

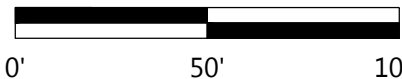


- Denotes Easement Vacation for Storm Sewer Easement per Doc. No. 3668072 (see sheet 2 for storm sewer easement vacation legal description)

- Denotes Easement Vacation for Easement for Utility Installation and Maintenance per Doc. No. 2395014 (see sheet 2 for utility easement vacation legal description)

- Denotes Easement Vacation of Vacated Alley and subject to perpetual Easements existing on Alley to permit improvements or maintenance of existing Utilities per Doc. No. 5015916 (see sheet 2 for alley easement vacation legal description)

N



DESIGNED:	
CHECKED:	NHC
DRAWN:	BTW

PREPARED FOR:

Enclave Development
1 2nd Street North, Suite 102
Fargo, North Dakota, 58102

Enclave Richfield
Richfield, Minnesota

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

Easement Vacation Sketch

SHEET NUMBER:

1 OF 2

DATE: 04/02/2021

PROJECT NUMBER: 0028894.00

PROPOSED STORM SEWER EASEMENT VACATION LEGAL DESCRIPTION

All of the Easement for storm sewer purposes, in favor of the City of Richfield, a Minnesota municipal corporation, as created in Agreement dated May 24, 1967, filed August 2, 1967, as Document No. 3668072, in Book 2596 of Deeds, Page 588, Hennepin County, Minnesota.

PROPOSED UTILITY EASEMENT VACATION LEGAL DESCRIPTION

All of the Easement for Utility installation and maintenance as created in Indenture dated September 10, 1946, filed September 11, 1946, as Document No. 2395014, Hennepin County, Minnesota lying in Lot 3, Lot 4, Lot 5, Lot 19, Lot 20 and Lot 18 except the Northwesterly 25 feet thereof, all in Block 6, LYNDALE OAKS, according to the recorded plat thereof, Hennepin County, Minnesota.

PROPOSED ALLEY EASEMENT VACATION LEGAL DESCRIPTION

All of the Easement for utilities purposes reserved by the City of Richfield in Transitory Ordinance 17.02 passed July 26, 1982, filed July 23, 1985, as Document No. 5015916, Hennepin County, Minnesota, lying over Block 6, LYNDALE OAKS, according to the recorded plat thereof, said Hennepin County, Minnesota; described as follows:

*Beginning at the most Northwesterly corner of Lot 19 in said Block 6; thence Northeasterly along the Northwesterly line of said Lot 19 and its extension to the Northerly line of Lot 5 in said Block 6; thence Easterly along said North line 114.29 feet, more or less, to the Northeasterly corner of said Lot 5; thence Westerly passing through the Southwesterly corner of Lot 6 in said Block 6 to the centerline of the vacated alley adjoining the Northeasterly line of Lot 18 in said Block 6; thence Northwesterly along said centerline to its intersection with the Northeasterly extension of the Southeasterly line of the Northwesterly 25 feet of said Lot 18; thence Southwesterly along said extension to the Northeasterly line of said Lot 18; thence Southeasterly along said Northeasterly line to the most Easterly corner of said Lot 18; thence Southwesterly along the Southeasterly line of said Lot 18 to the Southerly corner of said Lot 18; thence Southeasterly to the point of beginning.
Hennepin County, Minnesota*

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DESIGNED:	
CHECKED:	NHC
DRAWN:	BTW

PREPARED FOR:

Enclave Development
1 2nd Street North, Suite 102
Fargo, North Dakota, 58102

Enclave Richfield
Richfield, Minnesota

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
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Toll Free (888) 937-5150 **westwoodps.com**
Westwood Professional Services, Inc.

Easement Vacation Sketch

PROJECT NUMBER: 0028894.00

SHEET NUMBER:

2 OF 2

DATE: 04/02/2021



STAFF REPORT NO. 66
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Executive Director
4/20/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Conduct a public hearing and consider approval of a second reading of an ordinance repealing Section 500 of the City Code and adopting a new Section 500 related to Plats and Subdivision Regulations and a resolution authorizing summary publication of said ordinance.

EXECUTIVE SUMMARY:

Section 500 of the City Code contains the City's platting and subdivision ordinance which regulates the subdivision of land. The current ordinance has not been revisited in some time, and as a result does not completely align with State Statute or the City's development review process. On February 23, 2021 a draft ordinance was presented at a work session of the City Council and Planning Commission. Staff took direction from discussion of the proposed provisions and incorporated revisions into the ordinance.

Significant modifications based on direction from the work session include:

- Applications creating two new lots would be eligible for review under a minor subdivision review process. Staff revised this allowance down from four presented at the work session based on direction from policymakers.
- The revised ordinance includes a stipulation that when minor subdivision requests involve unusual elements or policy decisions affecting the community, staff may require the subdivision be reviewed under the platting process.
- Staff also added an appeals process for administrative decisions, including minor subdivision reviews, which would be heard by the City Council.
- Lastly, staff restored the subdivision waiver process for instances where a request would not be eligible for minor subdivision review, but where requiring preparation of a plat would create an unnecessary hardship. Waiver requests would be considered by the City Council, as they are currently.

The ordinance provisions are organized in a manner similar to that of most communities across the state. The general sections include:

- General Provisions - establishes definitions of terms, penalties, and applicability of the provisions.
- Procedures - details how minor subdivision requests and plats are received and processed.
- Design standards - contains standards for how elements such as lots, streets, and utilities within subdivisions are laid out.
- Required improvements - describes obligations of the subdivider.
- Other Administrative Provisions - establishes a variance process to relieve or vary any standards of the subdivision ordinance; an appeals process for challenges to administrative decisions; and a waiver

process for instances where the provisions create an undue hardship on the subdivider.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion:

1. Approve a second reading of an ordinance repealing Section 500 of the City Code and adopting a new Section 500 related to Plats and Subdivision Regulations; and
2. Approve a resolution authorizing summary publication of said ordinance.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

See Executive Summary.

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

City subdivision review authority is granted to cities by and subject to the Municipal Planning Act, which contains substantive and procedural requirements. The proposed ordinance was drafted to comply with these provisions which are outlined in State Statute Section 462.358.

C. **CRITICAL TIMING ISSUES:**

None.

D. **FINANCIAL IMPACT:**

None.

E. **LEGAL CONSIDERATION:**

- When drafting and adopting a subdivision ordinance, the City is said to be utilizing its legislative authority. When using its legislative authority, the action must be constitutional, rational, and in some way related to protecting the health, safety, and welfare of the public.
- Notice of this public hearing was published in the *Sun Current*, as required.
- A first reading of the Ordinance was conducted on April 13, 2021.
- The City Attorney contributed to and reviewed the ordinance.

ALTERNATIVE RECOMMENDATION(S):

- Approve a second reading of the ordinance and/or resolution with modifications.
- Reject the proposed ordinance and/or resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Proposed Subdivision Ordinance	Ordinance
□ Resolution - Summary Publication	Resolution Letter

BILL NO. _____

**AN ORDINANCE REPEALING SECTION 500 OF THE RICHFIELD CITY CODE AND
ADOPTING A NEW SECTION 500 RELATED TO PLATS AND SUBDIVISION
REGULATIONS**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Section 500 of the Richfield City Code is repealed in its entirety and replaced with a new Section 500 as follows:

SECTION 500 - PLATS; SUBDIVISION REGULATIONS

500.01. - Title

Section 500 contains the subdivision regulations of the City of Richfield.

500.03. - Purpose.

It is the intent and purpose of this Section to:

- (a) Protect and promote the public health, safety, and general welfare;
- (b) Provide for the orderly, economic, and safe development of land;
- (c) Assist in the implementation of the City's Comprehensive Plan;
- (d) Provide adequate public services and facilities;
- (e) Establish standards, requirements, and procedures for the review and approval or disapproval of subdivisions.

500.05. - Authority.

The City Council shall be the platting authority.

500.07. - Definitions.

Subdivision 1. For the purpose of this Section, the following words and terms shall have the meanings stated:

Subd. 2. "Subdivision." The separation of an area, parcel, or tract of land under single ownership into two (2) or more parcels, tracts, lots, or long-term leasehold interests where the creation of the leasehold interest necessitates the creation of streets, roads, or alleys, for residential, commercial, industrial, or other use or any combination thereof, except those separations:

- (a) where all the resulting parcels, tracts, lots, or interests will be twenty (20) acres or larger in size and 500 feet in width for residential uses and five (5) acres or larger in size for commercial and industrial uses;
- (b) creating cemetery lots;
- (c) resulting from court orders, or the adjustment of a lot line by the relocation of a common boundary.
- (d) resulting from acquisition by governmental agencies for public improvements or uses.

Subd. 3. “Administrative Review Committee.” Those persons from different City departments whose work on a day-to-day basis involves processing or review of development projects for compliance with applicable codes and standards and for the possible effects the request may have on City services or adjacent properties.

Subd. 4. “Alley.” A public right-of-way other than a street to serve primarily as a means of secondary access to the side or rear of adjacent properties whose principal frontage is on a street.

Subd. 5. “City.” The City of Richfield, Minnesota.

Subd. 6. “City Standard Specifications.” Design requirements maintained by the City's Public Work Department related to construction of utilities, including sanitary sewer, storm sewer and water main.

Subd. 7. “Director.” The Director of Community Development for the City of Richfield or the Director's designee.

Subd. 8. “Lot.” A tract of land which is all or part of a block and is identified on a plat.

Subd. 9. “Outlot.” A tract of land identified by a capital letter and is land that is not part of a block.

Subd. 10. “Plat.” The drawing or map of a subdivision prepared for filing of record pursuant to Minnesota Statutes, Chapter 505 and containing all elements and requirements set forth in applicable local regulations adopted pursuant to Minnesota Statutes, Section 462.358 and Chapter 505.

Subd. 11. “Registered land survey.” The drawing or map of a subdivision prepared for filing of record pursuant to Minnesota Statutes, Chapter 508.

Subd. 12. “Right-of-way.” Land acquired by reservation or dedication intended for public use, and intended to be occupied or which is occupied by a street, trail, railroad, utility lines, oil or gas pipeline, water line, sanitary sewer, storm sewer or other similar uses.

Subd. 13. “Street.” A public right-of-way for vehicular traffic, whether designated as a highway, thoroughfare, arterial, parkway, collector, through way, road, avenue, boulevard, lane, place, drive, court or otherwise designated, which has been dedicated or deeded to the public for public use and which affords principal means of access to abutting property. Does not include an Alley.

Subd. 14. “Subdivider.” Any person, firm, corporation, partnership, or association, having sufficient proprietary interest in land to subdivide and has submitted an application to effect the same under this Section.

Subd. 15. “Through lot.” A lot other than a corner lot, as defined in the Zoning Ordinance, abutting on two (2) or more streets.

Subd. 16. “Zoning Ordinance.” Appendix B of the City Code.

500.09. - General Provisions.

Subdivision 1. Scope. All subdivisions shall be subject to the regulations set forth in this Section and subject to the approval or disapproval of the City. When a conveyance, division, or subdivision to which the subdivision regulations of the municipality do not apply is presented to the City, the City clerk shall within ten (10) days certify that the subdivision regulations of the municipality do not apply to the particular division.

Subd. 2. Conveyances prohibited. No conveyance of land that constitutes a subdivision under this Section may be filed or recorded, if the land is described in the conveyance by metes and bounds or by reference to an unapproved registered land survey made after April 21, 1961 or to an unapproved plat made after the effective date of this Section. The foregoing provision does not apply to the conveyance if the land described meets any of the criteria in Minnesota Statutes, Section 462.358, subd. 4b(b).

Subd. 3. Registered land surveys. Registered land surveys shall not be used to avoid the requirements of these subdivision regulations. All registered land surveys which constitute a subdivision as defined in this Section shall be subject to the provisions herein contained. All registered land surveys shall be prepared pursuant to Minnesota Statutes, Chapter 508.

Subd. 4. - Common Interest Community Plats. Except as provided in Minnesota Statutes Section 515B.1-106, plats for common interest communities prepared pursuant to Minnesota Statutes, Chapters 505, 508, or 508A shall be reviewed pursuant to the provisions herein contained. Developments using plats for common interest communities prepared pursuant to Minnesota Statutes, Section 515B.2-1101(c) shall be subject to park dedication requirements and other similar development fees applicable

to subdivisions platted under Minnesota Statutes, Chapter 505 and a copy of such plat shall be delivered to the City no later than the date such plat is recorded.

Subd. 5. Violations and Penalties.

- (a) Building permits. No building permit may be issued for the construction of any building on a parcel conveyed or subdivided in violation of this Section.
- (b) Injunction. In addition to imposing the penalty provisions of Section 115 of the City Code, the City may bring appropriate proceedings to enjoin any conveyance not complying with this Section.

500.11. - General Subdivision Procedures.

Subdivision 1. Pre-Application conference. In order to provide for the orderly and expeditious processing of subdivision applications, subdividers are encouraged to confer with City staff before preparing a subdivision application to become familiar with all applicable ordinances, policies, regulations, and plans pertinent to the proposed subdivision.

Subd. 2. Administrative Review Committee (ARC) Review. Subdivision applications shall not be considered complete until an Administrative Review Committee (ARC) meeting is held between the subdivider and the ARC, or the Director determines that such a meeting is not necessary. Applications must be submitted to the Community Development Department for the ARC meeting at least 28 days before the scheduled Planning Commission meeting to be considered for the agenda.

Subd. 3. Application abutting a highway. Any subdivider proposing to subdivide land adjacent to a state or county highway, must submit or cause the City to submit the proposal to state and county highway departments prior to submitting a subdivision application to the City. The City will not consider an application complete until it receives a comment letter from the applicable highway department.

500.13. - Minor Subdivisions.

Subdivision 1. Purpose. This subsection is established to provide for administrative approval of subdivisions or consolidations that meet specified criteria and for the waiver of standard platting requirements specified elsewhere in this Section. The minor subdivision process is intended largely to facilitate the further division of previously platted lots, the combination of previously platted lots into fewer lots, or for the adjustment of a lot line by relocation of a common boundary.

Subd. 2. Criteria for Approval. A minor subdivision or consolidation must comply with the following:

- (a) A property line adjustment that does not increase or decrease the number of parcels.
- (b) Lot splits resulting in no more than two (2) parcels.
- (c) Lot combinations of previously platted lots.
- (d) The land involved has been previously subdivided by plat or Registered Land Survey and is on file and of record in the Hennepin County register of deeds or registrar of titles.
- (e) The lot or lots have frontage on an existing improved street, if required, and access to municipal services.
- (f) The application will not cause the parcel or any structure on the parcel to be in violation of this Section, the Zoning Ordinance, or the building code, unless prior or concurrent approval of a variance is granted.
- (g) The property has not been subject to a minor subdivision in the last five (5) years.
- (h) Subdivisions not meeting the criteria for a minor subdivision, or where the proposed minor subdivision involves unusual elements or policy decisions that the Director determines require detailed review, shall be subject to the platting requirements and procedures in this Section.

Subd. 3. Application.

- (a) Applications for a minor subdivision or consolidation shall be made to the Community Development Department on forms provided by the City and shall include evidence of ownership interest. The application must be accompanied by the fee specified in Appendix D of the City Code.
- (b) Applications must include three (3) copies of a certificate of survey and one (1) electronic copy drawn to an engineer's scale with the new lots and new legal descriptions including:
 - (a) Existing and proposed property lines
 - (b) Dimensions of the existing and proposed parcels.
 - (c) The area of the existing and proposed parcels.
 - (d) All existing structures, including dimensions to existing and proposed property lines.
 - (e) All visible encroachments.
 - (f) All easements of record.
 - (g) Distance between any existing driveways and existing and proposed property lines.
 - (h) Trees that will be lost due to any proposed construction.

Subd. 4. Review. The Director will review the application to determine compliance with this Section. The Director will approve or deny the application and will notify the subdivider of the decision in writing. If the application is denied, the Director will state the reasons for the denial. Any person aggrieved by the decision of the Director may appeal to the Board of Adjustments and Appeals in the manner described in Section 500.29.

Subd. 5. Filing. The subdivider must file a final minor subdivision or consolidation with the Office of the Hennepin County Recorder or Registrar of Titles. Evidence of proper filing must be submitted to the Director prior to issuance of any building permits. If a minor subdivision or consolidation is not recorded within one (1) year after the date of written approval, the Director may, upon ten (10) days written notice to the subdivider, revoke the approval in writing.

500.15. - Platting; Preliminary Plat

Subdivision 1. Purpose. A preliminary plat ensures that sufficient information is provided by the subdivider to determine conformance with City Code requirements and to evaluate the impact of the proposed plat on surrounding property and public facilities and services.

Subd. 2. Application. Application for preliminary plat approval shall be made with the Community Development Department on forms provided by the City and shall include evidence of ownership interest. The application must be accompanied by the fee specified in Appendix D of the City Code. The Director's recommendation, along with that of any other affected City department, shall accompany each application at the time of its presentation to the Planning Commission for recommendation and City Council for approval.

Subd. 3. Preliminary Plat Content. The preliminary plat shall be drawn at a minimum scale of not less than one inch to 100 feet and shall contain, or have attached, the following information. The plat shall be prepared by a registered surveyor.

(a) Identification and Description

- (1) Proposed name of subdivision
- (2) Legal description of the property according to the records in the Office of the Hennepin County Recorder.
- (3) Name and contact information for the owner, owner's agent, subdivider, surveyor and designer of the plat.
- (4) Graphic scale, North point.
- (5) Date of preparation.

(b) Existing Conditions

- (1) Boundary lines, boundary line dimensions, and total acreage of proposed plat.
- (2) Location, widths and names of existing or previously platted streets or other public ways, parks and other public lands, permanent buildings and structures, easements and section and corporate lines within the preliminary plat and to a distance 100 feet beyond the boundary line.
- (3) Boundary lines of adjoining land, within 100 feet, identifying by name and ownership.
- (4) Location and size of existing sanitary sewer, water, storm sewer, telecommunications, electricity, natural gas facilities within the preliminary plat and to a distance of 100 feet beyond the boundary line. Data such as grades, rim and invert elevations, locations of catch basins and manholes, and fire hydrants shall also be provided.
- (5) Two (2) foot (minimum) contours showing existing and proposed ground elevations.

(c) Design Features

- (1) Layout, numbers and preliminary dimensions of lots and blocks, building setback lines, and lot width at the front setback line.
- (2) Layout of all proposed streets, showing right-of-way widths, pavement widths, center line gradients, and typical cross sections.
- (3) Location of ingress and egress to the platted area, including existing and proposed driveway locations.
- (4) Location and width of existing or proposed alleys, pedestrian ways, and trails.
- (5) Location, dimensions, and purpose of all easements.
- (6) Location, type, size, grades, and rim and invert elevations of existing and proposed sanitary sewer, storm sewer, water mains, culverts, catch basins, manholes, hydrants, and other underground structures.
- (7) Schematic storm sewer, sanitary sewer, and water layouts, illustrating invert and top rim elevations, proposed gradients, direction of flow, emergency overflow locations and elevations, hydrant locations, and drainage areas.

(d) Other Information

- (1) Statement of the proposed use of lots, including residential building types and number of dwelling units and types of business or industrial use.
- (2) Proposed protective covenants, deed restrictions, or homeowners' association rules.

Subd. 4. Publication; Notification; Public Hearing. Upon determination by the Director that a preliminary plat application is complete, the Director shall set a public hearing with the Planning Commission. Notice of the hearing shall be published in the City's official newspaper at least ten (10) days prior to the hearing. Defects in the notice shall not invalidate the proceedings.

Subd. 5. Planning Commission Review. The Planning Commission shall conduct the hearing and report upon findings and make recommendations to the City Council. The Planning Commission may recommend approval or denial for all or parts of the preliminary plat. The Planning Commission may recommend such changes or revisions to the plat or conditions of approval as necessary for the health, safety, general welfare, and convenience of the City.

Subd. 6. City Council Review.

The City Council shall either approve or disapprove the preliminary plat within one-hundred twenty (120) days after the subdivider submits a complete application, as determined by the Director, unless the subdivider agrees to an extension. The City Council may approve or deny all or parts of the preliminary plat. The City Council may require such changes or revisions to the plat or conditions of approval as it deems necessary for the health, safety, general welfare, and convenience of the City.

Approval of the preliminary plat shall not constitute final acceptance of the subdivision. If the preliminary plat is not approved, the reasons for such action shall be recorded in the proceedings of the City Council and transmitted to the subdivider.

Subd. 7. Approval Standards. The Planning Commission, as a basis for their recommendation, and the City Council, as a basis for their approval, must make the following findings prior to approval of a preliminary plat:

- (a) The subdivision is in conformance with this Section and the applicable regulations of the Zoning Ordinance;
- (b) The subdivision does not conflict with any goals or policies of the Comprehensive Plan or other sub- area plan; the Capital Improvements Program; or any other City policy or regulation.
- (c) The subdivision can be economically served with public facilities and services.
- (d) The subdivision design mitigates potential substantial and irreversible negative impacts on the environment, including, but not limited to: topography; steep slopes; trees; vegetation; naturally occurring lakes, ponds, rivers and streams; susceptibility of the site to erosion, sedimentation or flooding; drainage; and storm water storage needs;
- (e) The subdivision will not be detrimental to the public health, safety or welfare.

Subd. 8. Expiration. If the preliminary plat is approved by the City Council, the subdivider must file the final plat within one (1) year after said approval, or approval of the preliminary plat shall be considered void, unless a written request for a time extension is approved by the City Council. Once a final plat is approved, the preliminary plat expires at the time the corresponding final plat expires. For a preliminary plat involving a multiple phase subdivision, the preliminary plat approval for any remaining phases expires two (2) years after the most recent final plat approval for a prior phase is recorded.

Subd. 9. Permits. Grading and/or footing foundation permits may be issued following preliminary plat approval. Approval of a grading or foundation permit does not obligate the City to approve a final plat.

500.17. - Platting; Final Plat

Subdivision 1. Generally. A final plat must contain all the information required for recording purposes. Final plat approval may occur at the same meeting as preliminary plat approval, or at a later date, at the discretion of the City.

Subd. 2. Application. Applications for final plat approval must be on the form provided by the City and must include evidence of ownership interest and the fee specified in Appendix D of the City Code. The Director's recommendation, along with that of any other affected City department, shall accompany each application at the time of its presentation to the City Council .

Subd. 3. Final Plat Contents. The final plat must contain all modifications required during preliminary plat review. The contents of the final plat, including certifications and size of the final plat materials, shall conform to the requirements of Minnesota Statutes and the Hennepin County Plat Manual. The final plat shall contain signature lines for the City Manager and Mayor.

Subd. 4. City Council review. The City Council shall either approve or disapprove the final plat application within sixty (60) days after the subdivider submits a complete application, as determined by the Director, unless the subdivider agrees to an extension.

Subd. 5. Filing Document. Following final plat approval, the subdivider shall submit two (2) mylar copies of the final plat to the Community Development Department for City official signature. Prior to release of the City official-signed plat, the following must occur:

- (a) The plat shall be executed by all required parties;

- (b) The public infrastructure contract shall be executed, if applicable;
- (c) The submittal of all required fees and appropriate financial guarantees to the City, if any, ensuring the subdivider's performance of the terms of these regulations;
- (d) The submittal, in recordable form, of all required easements and deeds as required by the City in a form approved by the City Attorney.

Subd. 6. Recording. A subdivider must file a final plat with the Office of the Hennepin County Recorder or Registrar of Titles within two (2) years of approval, unless a time extension has been granted. Evidence of proper filing must be submitted to the Community Development Department prior to issuance of any final occupancy permits.

500.19. - Construction and Maintenance Agreement

In order to effectuate the provisions of this Section, the owner or subdivider must enter into a construction and maintenance agreement with the City providing for the installation and maintenance of the infrastructure and right-of-way improvements required by this Section. The contents of the agreement will provide for, among other things, security to the City in such amount as the City Engineer deems to be adequate to insure the satisfactory completion of the improvements. The construction and maintenance agreement shall be satisfactory in form and substance to the City Attorney.

500.21. - Design Standards

The provisions in subdivisions one (1) through seven (7) of this subsection are the minimum design standards for subdivisions in the City.

Subdivision 1. Lots.

- (a) Lot dimensions. Lot dimensions must comply with the minimum standards of the Zoning Ordinance, unless prior or concurrent approval of a variance is granted. A subdivision shall not result in the creation of a nonconforming structure unless prior or concurrent approval of a variance is granted nor shall a subdivision result in the creation of a nonconforming use.
- (b) Street Frontage. All lots shall abut and have direct access to an improved street except that lots in Planned Unit Developments may have frontage on a private street or other approved means of access.
- (c) Side lot lines. Side lot lines generally must be at right angles to or radial to street lines.

- (d) Through lots. Through lots shall be avoided, but may be allowed where lots back on a thoroughfare or other arterial street, or where topographic or other conditions render subdividing otherwise unreasonable.
- (e) No Split Zoning. Lots must not be created which result in split zoning classifications.

Subd. 2. Streets.

- (a) Arrangement. The arrangement of streets in new subdivisions or plats shall be so laid out as to provide a continuation of existing streets of adjoining areas, whether in the City or in adjoining municipalities or the projection of east-west or north-south streets of the City if there are no adjoining streets. Offset or irregular streets are prohibited unless the topography of the area concerned makes the construction of regular streets impossible or impractical.
- (b) Width. The width of street right-of-way shall be not less than the minimum street width established herein, unless existing conditions make a street of less width more suitable, as approved by the City Engineer.
 - (1) Major streets. Major streets, which include Penn Avenue, Lyndale Avenue, Nicollet Avenue, Portland Avenue, Cedar Avenue, and 66th Street, shall be 100 feet in width.
 - (2) Xerxes Avenue, Chicago Avenue and 12th Avenue shall be 66 feet in width.
 - (3) Minor Streets. The minimum width for minor streets shall be 60 feet.
- (c) Cross Sections. The street section shall comply with design standards as set forth in the City standard specifications. All street designs are subject to review and approval of the City Engineer.
- (d) Boulevards. Boulevard sodding shall be included as a part of the required street improvements.
- (e) Grades. Street grades must be approved by the City Engineer. No street shall exceed ten percent (10%) maximum grade.
- (f) Intersections. Streets must be laid out to intersect at right angles, whenever possible. Intersection angles must not be less than 60 degrees unless otherwise approved by the City Engineer.
- (g) Vertical curves. Different connecting street gradients shall be connected with vertical curves. Minimum length, in feet, of these curves shall conform to the requirements of the Minnesota Department of Transportation Road Design Manual, latest revision.

Subd. 3. Alleys. Alleys shall not be required for any block except when topographic conditions make them necessary. The minimum width of an alley in a residential block shall be fourteen (14) feet with a pavement width of twelve (12) feet. Alleys may be

required in the rear of all business lots and, if required, shall be at least 20 feet wide. A five (5) foot cutoff shall be made to acute alley intersections.

Subd. 4. Easements. A minimum five (5) foot Utility and Drainage easement is required along property lines and shall be dedicated by appropriate language, unless exempted by the City Engineer. A minimum ten (10) foot drainage and/or utility easement must be provided over public storm sewer, sanitary sewer or watermain.

Subd. 5. Utilities.

- (a) Water and Sewer shall be designed per City Standard Specifications and per Chapter VII of the City Code.
- (b) Storm water facilities shall be designed per City Standard Specifications, per Chapter VII of the City Code, and in accordance with the City's Comprehensive Surface Water Management Plan.
- (c) Private Utilities. Unless waived by the City Engineer, all utility facilities, including, but not limited to, gas, electric power, and communication, shall be located underground and within utility easements, or street or alley right-of-way.

Subd. 6. Sidewalks and Trails. Sidewalks and/or trails may be required and shall be designed per City Standard Specifications. Deviation from City Standard Specifications may be approved when warranted by conditions on an individual basis by the City Engineer.

(a) Width:

- (1) A minimum six (6) foot sidewalk with a minimum six (6) foot boulevard is required, or;
- (2) A minimum ten (10) foot sidewalk directly behind the curb may be approved by the City Engineer when conditions constrain the arrangement described in (1).
- (b) Sidewalks must be concrete with saw cut joints and must provide at least a six (6) foot pathway free of obstructions.
- (c) Cross Slope. Sidewalks and trails must be designed with a maximum cross slope of one and one-half percent (1.5%).
- (d) Clear Zone. A minimum two (2) foot clear zone must be provided on the front (street) side of the sidewalk or trail and a minimum three (3) foot clear zone must be provided on the back side of the sidewalk or trail.

Subd. 7. Street lighting. Street lights shall meet City Standard Specifications, including type, location, spacing and illuminance and shall be subject to approval by the City Engineer.

500.23. - Required Improvements

Subdivision 1. Generally. Any required public improvements including water, sewer, stormwater drainage and storage areas, streets, alleys, sidewalks and trails, lighting, curbing, gutters, landscaping, open space, or similar utilities and improvements that the City Council deems reasonably necessary to support the proposed development, must be provided by the subdivider as a condition of the acceptance and approval of the subdivision. The design of any public infrastructure improvements must be approved by the City Engineer.

Subd. 2. As-built drawings. Where improvements are not installed by the City, and prior to the City's acceptance thereof, reproducible "as built" drawings shall be certified to be true and accurate by the registered engineer responsible for the installation of the improvement.

Subd. 3. Park Dedication. In appropriate plats or subdivisions to be developed for residential uses, the Council may require that a reasonable portion of such land of sufficient size and character be set aside and dedicated to the public for public use as parks and playgrounds. The City has the option to require cash contribution in lieu of accepting dedication of land or the City may require a combination of land dedication and cash payment. Any cash contribution received by the City will be placed in a special fund and used only for the acquisition of land for parks and playgrounds or other lawful purposes.

Subd. 4. Survey Monuments. The subdivider must install official permanent monuments as required by Minnesota Statutes, section 505.021. All monument markers shall be correctly in place upon final grading and installation of utilities.

500.25. - Waiver of Subdivision Approval

Subdivision. 1. In any case in which compliance with this Section will create an unnecessary hardship and failure to comply does not interfere with the purpose of the subdivision regulations, the City Council may waive compliance by adopting a resolution to that effect and the subdivision may then be filed or recorded.

500.27. - Variances

Subdivision. 1. Review. Subdivision variances must be reviewed and acted upon by the Board of Adjustments and Appeals. The City Council shall serve as the Board of Adjustments and Appeals.

Subd. 2. Applicability. Variations from the literal provisions of this Section may be granted by the Board of Adjustments and Appeals in instances where an unusual hardship exists upon the land.

Subd. 3. Applications. Application for a variance from this Section must be made in writing by the owner or subdivider at the time the preliminary plat application is submitted. Applications for approval of a subdivision variance shall be made to the Director on forms provided by the City. All subdivision variance requests must be accompanied by the fee specified in Appendix D of the City Code.

The application must be accompanied by: a written description of the requested subdivision variance; a discussion of how the owner or subdivider believes the application meets the required findings in Subdivision 5; and any supporting information.

Subd. 4. Public Hearing. Upon submission of a complete variance application as determined by the Director, the Director will set a public hearing with the Board of Adjustment and Appeals. The City will publish notice of the hearing in the City's official newspaper at least ten (10) days prior to the hearing.

Subd. 5. Findings. The Board of Adjustments and Appeals must make all of the following findings prior to approval of any subdivision variance:

- (a) An unusual hardship exists that justifies the subdivision variance;
- (b) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are generally not applicable to other property;
- (c) The unusual hardship is not the result of actions of the subdivider;
- (d) The variance requested is the minimum variance necessary to address the unusual hardship;
- (e) The variance will not conflict with the purpose and intent of this Section or the goals and policies of the Comprehensive Plan; and
- (f) The variance will not have a substantially detrimental impact on neighboring property owners or the public welfare.

500.29. - Appeals.

Subdivision. 1. Appeals of decisions of the Director. Appeals of decisions of the Director must be reviewed and acted upon by the Board of Adjustments and Appeals. The City Council shall serve as the Board of Adjustments and Appeals. An appeal from a decision of the Director must be in writing and state the specific grounds upon which

the appeal is made. The appeal must be submitted to the Community Development Department within ten (10) days of the date of the Director's written decision.

Subd. 2. Hearing. Upon submission of a complete appeal application as determined by the Director, the Director will schedule a hearing with the Board of Adjustment and Appeals.

Subd. 3. Procedures. The Director shall prepare reports and other necessary information for the Board of Adjustments and Appeals. The Board shall make a decision on the appeal by adopting written findings. A copy of the Board's decision shall be delivered by mail to the person appealing.

Subd. 4. Final Decisions. A person aggrieved by a final decision of the City Council made under this Section 500 may seek judicial review by filing an action with the Hennepin County District Court within thirty (30) days after the date that the City provides written notice of the final decision to the subdivider.

Section 2. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE REPEALING SECTION 500 OF THE RICHFIELD CITY CODE
AND ADOPTING A NEW SECTION 500
RELATED TO PLATS AND SUBDIVISION REGULATIONS**

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE REPEALING SECTION 500 OF THE RICHFIELD CITY CODE
AND ADOPTING A NEW SECTION 500
RELATED TO PLATS AND SUBDIVISION REGULATIONS**

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

This ordinance repeals Section 500 of the Richfield City Code and adopts a new Section 500 related to plats and subdivision regulations. The ordinance updates the section of the City Code that establishes the procedures and requirements related to division of land. The approved ordinance would modify the subdivision plat review process to include review and recommendation by the City's Planning Commission with final approval by the City Council. Certain subdivision applications that are simple in nature would be eligible for an administrative minor subdivision process. The approved ordinance is also intended to clarify and update provisions related review criteria, subdivision design standards, variances, and submittal requirements.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 59
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a resolution of support for the Community Project Funding (CPF) grant application in the amount of \$50,000,000 for "Project 1" of the I-494: US 169 to MSP Airport vision.

EXECUTIVE SUMMARY:

Community Project Funding Background

At the end of March, City staff were contacted by Minnesota Congressional District 5 Representative Ilhan Omar's office and were notified that the House Appropriations Committee will accept Representatives' requests for Community Project Funding (CPF) in appropriations bills for the upcoming fiscal year. The newly approved CPF process is a reincarnation of Congressional "earmarks" which were disallowed by Federal legislation in 2011.

Community Project Funding allows Congress members to directly fund projects that will positively impact their community with the logic being that members know the specific needs of their district most acutely.

I-494: Airport to Highway 169 CPF Application

With the I494 Vision adopted in early 2021, the MnDOT project team is now finalizing "Project 1", which entails improvements to the I494/35W interchange and access reconfiguration to the freeway ramps between Lyndale Avenue and Trunk Highway 77.

In an effort to help blunt the future cost-share burden, local communities adjacent to the project are collaboratively submitting CPF grant applications in the amount of \$50,000,000 to close the projected funding gap. Resolutions of support like the one up for consideration are a key component Congress will consider when choosing which projects ultimately receive funding.

RECOMMENDED ACTION:

By Motion: Approve the resolution of support for the Community Project Funding (CPF) grant application in the amount of \$50,000,000 for "Project 1" of the I-494: US 169 to MSP Airport vision.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

Community Project Funding Background

At the end of March, City staff were contacted by Minnesota Congressional District 5 Representative Ilhan Omar's office and were notified that the House Appropriations Committee will accept Representatives' requests for Community Project Funding (CPF) in appropriations bills for the upcoming fiscal year. The newly approved CPF process is a reincarnation of Congressional "earmarks" which was disallowed by Federal legislation in 2011.

Community Project Funding allows Congress members to directly fund projects that will positively impact their community with the logic being that members know the specific needs of their district most acutely. For the Federal fiscal year 2022 appropriations cycle, each member of Congress can submit up to 10 CPF requests with the understanding that only some or even none may be included in the final bill.

Representative Ilhan Omar's office encourages submission of and will be selecting projects that are well into the planning process—aka “shovel-ready projects”—and therefore would be most likely approved for funding. Additionally, projects that can clearly demonstrate community support and engagement will be prioritized. Members are required to provide evidence of community support that were compelling factors in their decision to select the requested projects per the rules of the CPF process adopted by Congress.

I-494: Airport to Highway 169 CPF Application

The I-494 Policy Advisory Committee (PAC) recently approved the I-494 Vision Implementation Plan, which establishes a sequence of projects that will achieve the corridor vision. The MnDOT project team is now finalizing "Project 1", refining the corridor-wide stormwater management design, and carrying out public engagement processes for Project 1. Project 1 elements generally include a NB 35W to WB 494 flyover ramp, construction of MnPass lanes on 494 west of 35W, access reconfiguration of the freeway ramps between TH 77 and Lyndale Avenue, and construction of new bridges at Nicollet, Portland, and 12th Avenues, among other improvements.

MnDOT has a construction cost-share policy that applies to any funded project identified for construction. The City's actual cost-share for the I-494 Vision would be established as any portion of the vision is funded for construction. At that time, a detailed design (including final right-of-way impacts) and Richfield's municipal consent are part of the project approval and permitting processes.

In an effort to help blunt the future cost-share burden, local communities adjacent to the project are collaboratively submitting CPF grant applications in the amount of \$50,000,000 to close the anticipated funding gap. If the CPF grant applications are successful and the \$50,000,000 is awarded to the project, it has the potential to reduce or eliminate the local cost-share that cities—and therefore local taxpayers—would be required to ultimately contribute to the project.

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

None

C. CRITICAL TIMING ISSUES:

- MnDOT in conjunction with local agency partners has been working towards roadway improvements along the I-494 Corridor from Trunk US Highway 169 to the MSP Airport.
- The CPF grant applications are currently being considered and prioritized by Representative Ilhan Omar's office.
- Adoption of this resolution of support will further bolster the City's hope to have the I-494 Project 1 considered as one of Rep. Omar's 10 CPF requests.

D. FINANCIAL IMPACT:

- It is believed that the receipt of a CPF grant for the project would serve to lessen Richfield's local cost-share burden that MnDOT will require as part of the I-494 Project 1.
- The exact amount of the grant funds available and the amount of Richfield's local cost-share for the I-494 Project 1 are not yet known.

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ CPF Resolution of Support	Resolution Letter

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR THE COMMUNITY PROJECT FUNDING (CPF) GRANT APPLICATION FOR PROJECT 1 OF THE I494: AIRPORT TO HIGHWAY 169 VISION

WHEREAS, MnDOT and local agency partners have been working towards roadway improvements along the I-494 Corridor from the Airport to US Highway 169; and

WHEREAS, the elements of the first project (Project 1) to implement the I494: Airport to Highway 169 Vision were formally chosen by the I494 Policy Advisory Committee in early 2021; and

WHEREAS, the funding solutions are largely in place to construct Project 1, however, there remains a funding gap before full Project 1 funding is secured; and

WHEREAS, CPF grants are specifically targeted to shovel-ready projects in Congressional members' districts that demonstrate broad community engagement and support and will work to improve the lives of residents and business owners in the district; and

WHEREAS, the identified Project 1 will greatly improve vehicular and pedestrian safety, reduce interstate congestion, improve the regional transit network, fix stormwater drainage issues to resolve localized flooding and reduce run-off into our waterways, and improve connectivity for pedestrians and bicyclists over Highway 494; and

WHEREAS, the countless benefits listed above will be directly experienced by the diverse populations and businesses of Minnesota's 2nd, 3rd, and 5th Congressional Districts as well as indirectly by constituents of every Congressional District in Minnesota as the I-494 corridor is a major jobs hub and critical travel corridor for the state's economy; and

WHEREAS, project stakeholders have worked extensively through community outreach and engagement to ensure that equity considerations are front and center to each aspect of the I494: Airport to Highway 169 Vision; and

WHEREAS, a large part of Project 1 will directly benefit one of Minnesota's "ACP-50" areas (Area of Concentrated Poverty w/ greater than 50% people of color as defined by the Metropolitan Council) by safely connecting them with jobs and other opportunities on either side of 494 through freeway ramp reconfiguration and improved pedestrian amenities.

NOW, THEREFORE, BE IT RESOLVED, that the City of Richfield enthusiastically expresses its support for the CPF grant application for Project 1 of the I494: Airport to Highway 169 Vision.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 68
CITY COUNCIL MEETING
4/27/2021

REPORT PREPARED BY: Julie Urban, Housing & Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
4/20/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution approving revisions to the Inclusionary Affordable Housing Policy.

EXECUTIVE SUMMARY:

In 2018, the City Council adopted an Inclusionary Affordable Housing Policy (Policy) requiring that all new development receiving financial assistance from the City include affordable housing. Specifically, the Policy requires all housing developers receiving public subsidy to either:

- Make at least 20% of all housing units be affordable to either renters earning less than 60% of the Area Median Income (AMI) or owners earning less than 115% of the AMI, or
- Pledge 15% of the net-present-value of the subsidy they receive to the Richfield Housing and Redevelopment Fund, and
- Keep units affordable for the length of the subsidy or for 10 years, whichever is longer, and
- Provide 90-day notice of sale, and
- Agree to not discriminate against renters receiving rental subsidies (including the Section 8 Housing Choice Voucher program).

Policymakers reviewed the Policy in 2019 and again in September 2020 and February 2021. Staff was directed to prepare several revisions to encourage deeper affordability, add requirements for accessible housing, encourage larger units, and extend the length of the affordability term.

The following revisions are proposed to the Policy:

1. A chart offering options for different levels of affordability would be added to the policy. To incentivize the creation of more deeply affordable units, developments could provide fewer units the deeper the affordability provided:

Affordability Level	% of Units
RENTAL	
60% of Area Median Income (AMI)	20%
50% of AMI	15%
30% of AMI	10%

OWNER-OCCUPIED	
115% of AMI	20%
100% of AMI	15%
80% of AMI	10%

A mix of affordability would also be allowed.

2. Affordable units would need to be provided through a mix of bedroom sizes, similar to the mix provided by the development as a whole. To encourage larger units, the total number of units could be less if more two and three bedroom units are provided.

3. Developments would be required to provide fully-accessible or Type A (accessible-ready) units, and meet the following requirements/options:

- Provide either 5% Type A units or 3% fully-accessible units, at a mix of bedroom sizes.
- A combination of Type A and fully-accessible units may also be allowed.
- Provide roll-in showers in all Type A and fully-accessible units.
- Provide grab bars in Type A units or agree to pay to install grab bars at the request of a tenant. (Note: The Accessibility Code requires grab bars in fully-accessible units.)

The affordability requirement would apply to the Policy-required units only (i.e., the Accessibility Code requires 2% of all units be Type A units and those 2% could be market-rate).

4. A developer could opt out of providing accessible units by making an up-front cash payment of \$5,000 per unit to the City's Affordable Housing Trust Fund.

5. The minimum length of the subsidy would increase from 10 years to 15 years.

6. Any redevelopment removing affordable housing would be required to replace the lost housing or pay a fee in lieu. The current Policy only requires non-housing developments to replace any affordable housing being removed or pay a fee in lieu.

7. The revision adds flexibility to the requirements for projects between 5 and 19 units. Projects of that size could be given an exception to the requirements by the Community Development Director, in recognition of the financial and administrative burden the Policy requirements might place on smaller developments.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving revisions to the Inclusionary Affordable Housing Policy.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City's Housing and Redevelopment Authority (HRA) has been informally requiring projects receiving tax increment financing to include affordable housing or contribute to the HRA's Housing and Redevelopment Fund since 2001. The City, HRA, and Economic Development Authority (EDA) formally adopted a written Inclusionary Affordable Housing Policy in October of 2018. A revision related to the HRA's single family housing programs was adopted in April of 2019.
- Work sessions on the proposed revisions were held in September 2020 and February 2021. Detailed information on the costs of the various requirements, as well as the positives and negatives of each was shared at the work sessions.
- The HRA and EDA approved the proposed revisions at their meetings on April 19, 2021.

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

- The Policy furthers the Comprehensive Plan goal to provide a full range of housing choices that meet residents' needs at every stage of their lives, and ensure a healthy balance of housing types that meets the needs of a diverse population with diverse

needs.

- The Comprehensive Plan identifies the need in the community for an additional 66 units of housing affordable at 30% of the AMI. The proposed Policy change encourages the development of these more deeply affordable units.
- The Policy is consistent with the City's Housing Visioning Statement that calls for a full range and balance of housing types and its Inclusionary Affordable Housing Policy Statement, which encourages developments to contain a mix of market-rate and affordable units, with a higher proportion of market-rate units.

C. CRITICAL TIMING ISSUES:

The Policy revisions would not apply to projects currently in process, although staff has been informally encouraging larger bedroom sizes and accessible units in the projects in process.

D. FINANCIAL IMPACT:

Providing affordable housing requires a subsidy, and the deeper the affordability and the larger the size of the unit, the greater the amount of the subsidy. To balance that greater cost, the proposed Policy revisions require a lesser percentage of units the greater the affordability and allows flexibility when a greater share of larger units is provided.

E. LEGAL CONSIDERATION:

The City has the authority to create an Inclusionary Affordable Housing Policy that applies to the use of its financial resources.

ALTERNATIVE RECOMMENDATION(S):

The City may choose to:

- approve the revisions with changes;
- delay consideration to allow for additional public input;
- request an additional work session on the revisions, or
- not approve the revisions.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ Revised Inclusionary Housing Policy REDLINED	Ordinance
□ Revised Inclusionary Housing Policy clean copy	Ordinance

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE ADOPTION OF
AMENDMENTS TO THE INCLUSIONARY AFFORDABLE HOUSING POLICY**

WHEREAS, the City of Richfield (“City”) adopted an Inclusionary Housing Policy in 2018 that furthers the development of affordable housing within in the City; and

WHEREAS, the City wishes to further support development of high quality housing in the community for households of various income levels, ages and sizes in order to help the City meet its goals of preserving and promoting economically diverse housing options in the City; and

WHEREAS, the City wants to ensure that both the public and private sectors continue to create affordable housing opportunities in the City; and

WHEREAS, the City believes that adoption of a policy setting criteria and incentives for developers to build new affordable units will assist the City in achieving its inclusionary housing goals; and

WHEREAS, the City regularly reviews its policies and periodically makes changes to ensure consistency with current City policies and market conditions.

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

1. The Inclusionary Affordable Housing Policy as revised is hereby approved and adopted.
2. City staff is authorized to carry out the policy effective immediately.

Adopted by the City of Richfield, Minnesota this 27th day of April, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth Van Hoose, City Clerk

City of Richfield
Richfield Housing and Redevelopment Authority
Richfield Economic Development Authority
Inclusionary Affordable Housing Policy

The City of Richfield, Richfield Housing and Redevelopment Authority, and Richfield Economic Development Authority are committed to building a community that is welcoming and affordable to a diverse population of individuals and families at all stages of their lives. As such, we hereby establish the following policy for the inclusion of affordable housing in development proposals.

Requirements

1. Housing Development Projects containing the construction of at least 5 new units ~~which that~~ receive Financial Assistance from ~~the~~ HRA, EDA or City:

a. Must contain ~~at least 20%~~ a percentage of units that are affordable ~~at one or more of the following levels over a period of fifteen years or the duration of the subsidy (whichever is longer);~~ units

i.

<u>Affordability Level</u>	<u>% of Units</u>
<u>RENTAL</u>	
<u>60% of Area Median Income (AMI)</u>	<u>20%</u>
<u>50% of AMI</u>	<u>15%</u>
<u>30% of AMI</u>	<u>10%</u>
<u>OWNER-OCCUPIED</u>	
<u>115% of AMI</u>	<u>20%</u>
<u>100% of AMI</u>	<u>15%</u>
<u>80% of AMI</u>	<u>10%</u>

ii. A combination of affordability levels may be considered (e.g., 10% at 60% AMI and 5% at 30% AMI).

iii. A mix of bedroom sizes similar to that of the overall building must be provided. A reduction in the overall number of affordable units may be considered if a greater number of 2 and/or 3 bedroom units are provided.

~~i. At least 20% of rental housing units must be made affordable to tenant households earning no more than 60% of the Area Median Income over a period of ten years or the duration of the subsidy (whichever is longer);~~

~~ii. At least 20% of owner-occupied housing units must be made affordable to, and initially sold to, households earning no more than 115% of the Area Median Income;~~

~~iii. At least 20% of the grand total of housing units in a mixed rental/ownership development must be affordable at the affordability levels established in 1.a)i and 1.a)ii;~~

and

b. Must contain a minimum of 5% rental units that are Type A, per ANSI A117.1 Section 1003 of the 2020 Minnesota Accessibility Code, with a roll-in shower or 3% of rental units that are Accessible, per ANSI A117.1 Section 1002 of the 2020 Minnesota Accessibility Code, with a roll-in shower. Grab bars must also be installed in Type A units, or the developer and any future owner must agree to pay for installation upon request. A combination of Accessible and Type A units may also be considered. Units beyond those required by the Building Code must meet the affordability and mix of bedroom sizes as required in 1a.

Or

~~b-c.~~ Must contribute to the Richfield Housing and Redevelopment Fund

i. 15% of the “net present value” of Tax Increment generated by the project (or 15% of the net present value of other types of assistance) must be pledged to the Richfield Housing and Redevelopment Fund over a period of ~~ten~~fifteen years or the duration of the subsidy (whichever is longer), or

ii. A pro-rata combination of the above (i.e. 10% affordable units and a 7.5% contribution) may be considered, and

iii. The accessibility component of 1b must still be met (the units may be market-rate) or an additional up-front cash payment of \$5,000 per required unit made to the City’s Affordable Housing Trust Fund.

and

~~c-d.~~ Must agree to provide 90 days’ advance notice to the public body providing funding of any sale of the property,

and;

~~d-e.~~ Must agree to not discriminate against households utilizing Housing Choice Vouchers (Section 8) or other forms of rental assistance.

2. ~~Non-Housing~~ Development Projects that receive Financial Assistance from HRA, EDA or City and which result in the loss of affordable housing:

a. Affordable housing units eliminated by the project must be replaced on-site or at another location in Richfield by the developer at similar affordability levels, or;

b. 5-15% (depending on the magnitude of the loss of affordable housing) of the “net present value” of the Financial Assistance provided must be pledged to the Richfield Housing and Redevelopment Fund over a period of ~~ten~~fifteen years or the duration of the subsidy (whichever is longer).

Incentives

3. Housing Development Projects which include affordable units (as outlined in 1a above) are eligible to apply to the City for the following considerations regardless of whether or not they receive Public Financial Assistance:

i. Building Permit Fee Reductions (~~e.g., 10% reduction for rehabilitation and/or 5% reduction for new construction~~);

- ii. 4d Property Tax Reduction (rental projects);
- iii. Consideration of code flexibility (e.g., smaller setbacks, excessive impervious surface, etc.) in planned unit developments;
- iv. A housing unit density bonus of 5-15% (e.g., a project in an area that allows 8-24 units/acre could add an additional 1-4 units/acre and remain in compliance).

Exceptions

4. With regards to “scattered-site single family housing development,” at least 20% of the units newly constructed or rehabilitated and converted to long-term affordability in any three-year period must meet the proscribed affordability requirements.

4.5. With regards to projects between 5 and 19 units, the Community Development Director may grant exceptions to the policy as circumstances warrant.

5-6. The City Council or Board of Commissioners of the Housing and Redevelopment Authority or Economic Development Authority may vary the application of this policy as circumstances warrant or as a developer identifies alternative means of addressing the spirit and intent of this policy, with the adoption of findings of the reasons for doing so.

Adopted as revised:

This ___ day of _____, 2021 by the Richfield City Council.

Mayor

City Manager

This ___ day of _____, 2021 by the Richfield Housing and Redevelopment Authority.

Chair

Secretary

This ___ day of _____, 2021 by the Richfield Economic Development Authority.

President

Secretary

City of Richfield
Richfield Housing and Redevelopment Authority
Richfield Economic Development Authority
Inclusionary Affordable Housing Policy

The City of Richfield, Richfield Housing and Redevelopment Authority, and Richfield Economic Development Authority are committed to building a community that is welcoming and affordable to a diverse population of individuals and families at all stages of their lives. As such, we hereby establish the following policy for the inclusion of affordable housing in development proposals.

Requirements

1. Housing Development Projects containing the construction of at least 5 new units that receive Financial Assistance from the HRA, EDA or City:
 - a. Must contain a percentage of units that are affordable at one or more of the following levels over a period of fifteen years or the duration of the subsidy (whichever is longer):
 - i.

Affordability Level	% of Units
RENTAL	
60% of Area Median Income (AMI)	20%
50% of AMI	15%
30% of AMI	10%
OWNER-OCCUPIED	
115% of AMI	20%
100% of AMI	15%
80% of AMI	10%

- ii. A combination of affordability levels may be considered (e.g., 10% at 60% AMI and 5% at 30% AMI).
 - iii. A mix of bedroom sizes similar to that of the overall building must be provided. A reduction in the overall number of affordable units may be considered if a greater number of 2 and/or 3 bedroom units are provided.

and

- b. Must contain a minimum of 5% rental units that are Type A, per ANSI A117.1 Section 1003 of the 2020 Minnesota Accessibility Code, with a roll-in shower or 3% of rental units that are Accessible, per ANSI A117.1 Section 1002 of the 2020 Minnesota Accessibility Code, with a roll-in shower. Grab bars must also be installed in Type A units, or the developer and any future owner must agree to pay for installation upon request. A combination of Accessible and Type A units may also be considered. Units beyond those required by the Building Code must meet the affordability and mix of bedroom sizes as required in 1a.

Or

- c. Must contribute to the Richfield Housing and Redevelopment Fund
 - i. 15% of the “net present value” of Tax Increment generated by the project (or 15% of the net present value of other types of assistance) must be pledged to the Richfield Housing and Redevelopment Fund over a period of fifteen years or the duration of the subsidy (whichever is longer), or
 - ii. A pro-rata combination of the above (i.e. 10% affordable units and a 7.5% contribution) may be considered, and
 - iii. The accessibility component of 1b must still be met (the units may be market-rate) or an additional up-front cash payment of \$5,000 per required unit made to the City’s Affordable Housing Trust Fund.

and

- d. Must agree to provide 90 days’ advance notice to the public body providing funding of any sale of the property,
and;
 - e. Must agree to not discriminate against households utilizing Housing Choice Vouchers (Section 8) or other forms of rental assistance.
2. Development Projects that receive Financial Assistance from HRA, EDA or City and which result in the loss of affordable housing:
- a. Affordable housing units eliminated by the project must be replaced on-site or at another location in Richfield by the developer at similar affordability levels, or;
 - b. 5-15% (depending on the magnitude of the loss of affordable housing) of the “net present value” of the Financial Assistance provided must be pledged to the Richfield Housing and Redevelopment Fund over a period of fifteen years or the duration of the subsidy (whichever is longer).

Incentives

3. Housing Development Projects which include affordable units (as outlined in 1a above) are eligible to apply to the City for the following considerations regardless of whether or not they receive Public Financial Assistance:
- i. Building Permit Fee Reductions e.g., ;
 - ii. 4d Property Tax Reduction (rental projects);
 - iii. Consideration of code flexibility (e.g., smaller setbacks, excessive impervious surface, etc.) in planned unit developments;
 - iv. A housing unit density bonus of 5-15% (e.g., a project in an area that allows 8-24 units/acre could add an additional 1-4 units/acre and remain in compliance).

Exceptions

4. With regards to “scattered-site single family housing development,” at least 20% of the units newly constructed or rehabilitated and converted to long-term affordability in any three-year period must meet the proscribed affordability requirements.

5. With regards to projects between 5 and 19 units, the Community Development Director may grant exceptions to the policy as circumstances warrant.
6. The City Council or Board of Commissioners of the Housing and Redevelopment Authority or Economic Development Authority may vary the application of this policy as circumstances warrant or as a developer identifies alternative means of addressing the spirit and intent of this policy, with the adoption of findings of the reasons for doing so.

Adopted as revised:

This ____ day of _____, 2021 by the Richfield City Council.

Mayor

City Manager

This ____ day of _____, 2021 by the Richfield Housing and Redevelopment Authority.

Chair

Secretary

This ____ day of _____, 2021 by the Richfield Economic Development Authority.

President

Secretary