



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

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

GUEST PRESENTATION

1. 18th Annual Great Pumpkin Giveaway Coloring Contest Winners.

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2632 589 0281 and password: 1234.

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

Approval of the Minutes of the (1) City Council Work Session of October 24, 2023; (2) City Council Meeting of October 24, 2023; and (3) Special Council Work Session of November 1, 2023.

AGENDA APPROVAL

2. Approval of the Agenda

PRESENTATIONS

3. Proclamation Celebrating Native American Heritage Month
4. Proclamation Celebrating Small Business Saturday
5. Civil Service Commission annual presentation given by President Jeffrey Bruzek.
6. Transportation Commission annual presentation given by Chair Husniyah Bradley.
7. Community Services Commission annual presentation given by Chair Tessa Johanson.
8. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider approval of the first reading of an ordinance rezoning property at 6613-6625 Portland Avenue South to MU-N "Mixed Use Neighborhood" and schedule a second reading for November 28, 2023.

Staff Report No. 144

- B. Consider approval of a first reading of an ordinance amendment to Section 408.01, subdivision 6, clarifying that escrows submitted under the Point of Sale program can be subject to forfeiture if improvements are not made, and to Section 408.01, subdivision 4, correcting a code reference relating to the appeals process.

Staff Report No. 145

- C. Consider a resolution designating buildings formerly located at 7700 and 7730 Portland Avenue South as structurally substandard within the Richfield Redevelopment Project Area.

Staff Report No. 146

- D. Consider approval of the mutual termination rental agreement between the City of Richfield and the MN Whitecaps Professional Women's hockey team.

Staff Report No. 147

- E. Consider the approval of a contract with Graymont (WI), LLC for the purchase of 1,400 tons of quick lime for water treatment in the amount of \$302,120.00.

Staff Report No. 148

- F. Consider adoption of resolutions of support for Richfield's applications for federal capital construction funding for five projects through the Metropolitan Council's Regional Solicitation.

Staff Report No. 149

- G. Consider authorizing the City Manager to sell Richfield Fire Ladder Truck Unit #3789 to the City of Grand Marais Fire Department for \$65,000.

Staff Report No. 150

- H. Consider rescinding acceptance of the Midwest Playscapes proposals for the replacement of play equipment at Donaldson Park and the replacement of play equipment at Fairwood Park, reject all proposals, and authorize the Interim Recreation Services Director to issue new requests for proposals.

Staff Report No. 151

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

PROPOSED ORDINANCES

10. Consider approval of a first reading of an ordinance amending Section 1305 of the Richfield City Code, authorizing the City Engineer to set speed limits on municipal roadways.

Staff Report No. 152

OTHER BUSINESS

11. Consider the appointment of a youth member to the Human Rights Commission.

Staff Report No. 153

CITY MANAGER'S REPORT

12. City Manager's Report

CLAIMS AND PAYROLLS

13. Claims and Payroll

COUNCIL DISCUSSION

14. Hats Off to Hometown Hits

15. 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 612-861-9739.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

October 24, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 5:45 p.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; Dustin Leslie, City Clerk; Chris Swanson, Management Analyst; Chad Donnelly, Assistant Utility Superintendent; Joe Powers, City Engineer; Brad Drayna, Police Lieutenant; Matt Hardegger, Transportation Engineer; Kristin Asher, Public Works Director.

ITEM #1	FINDINGS OF THE WATER SYSTEM INTERCONNECT EVALUATION.
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City Manager Rodriguez introduced the topics to Council and introduced Assistant Utility Superintendent Donnelly to Council.

Assistant Utility Superintendent Donnelly gave the presentation covering background of the project, project purpose, goals, analysis of alternatives, interconnect locations, staff findings, and recommended actions. He noted that the Minneapolis interconnection is the recommendation.

Council Member Hayford Oleary stated he was ok with the staff recommendation and spoke about how Richfield could be affected by a disaster interrupting the city's water supply. He asked staff if the ground water used by Richfield were to run out, would they be able to get water from Minneapolis? Assistant Utility Superintendent Donnelly stated the city would be able to draw water from Minneapolis in that event.

Staff and Council spoke about eventually needing to replace the water treatment plant and having a connection to Minneapolis could provide a new option or a temporary option if a new water treatment plant was ever built.

Mayor Supple agreed that the Minneapolis option made the most sense. Staff stated they wanted to make sure Council did not want to go with the Bloomington option. The council agreed with staff about not wanting the Bloomington connection.

ITEM #2	STAFF WILL PRESENT AN UPDATE ON THE ONGOING LOCAL SPEED LIMIT STUDY AND RECOMMENDATIONS FOR A PROPOSED SIGNING AND SPEED LIMIT IMPLEMENTATION PLAN AND A PUBLIC EDUCATION CAMPAIGN.
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Transportation Engineer Hardegger gave the presentation covering speed limit proposals, methodology, 2022-2023 speed data, and data for 76th and 77th streets.

There was a general conversation between staff and council regarding speeds along the 77th Street corridor as well as addressing inequities in changing the speed limits.

City Engineer Powers spoke about a possible grant opportunity the city applied for that would help look at design changes to the 77th Street corridor. He also spoke about response changes if speed limits were updated.

Mayor Supple spoke about the benefits of adding sidewalks and making them ADA accessible.

Council Member Hayford Oleary and Mayor Supple spoke about their preferences for speed limits on certain streets within the city. Council Member Whalen asked the police department to comment on enforcement. Lieutenant Drayna stated the police department enforces speed limits throughout the city equally and spoke about crash data.

City staff finished the presentation by talking about ordinance language and resolution language that would be presented at a future Council meeting.

Communications Strategist Scott Barshun gave a presentation about the Richfield Drives 25 communication campaign and how it would be advertised.

The Mayor and Council Members gave feedback regarding the campaign, including less use of blurry images and more use of people.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:55 pm.

Date Approved: November 14, 2023

Mary B. Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

October 24, 2023

CALL TO ORDER

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

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

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Melissa Poehlman, Community Development Director; Chad Donnelly, Assistant Utility Superintendent; Jennifer Anderson, Support Services Manager; Chief; Chris Swanson, Management Analyst; and Dustin Leslie, City Clerk

Others Present: Aric Bieganeck and Larry Nelson, Arts Commission co-chairs; Eddie Holmvig-Johnson, Planning Commission Chair

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple reviewed the options to participate:

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

There were no participants.

ITEM #1

APPROVAL OF THE AGENDA

M/Whalen, S/Trautmann to approve the minutes of the: (1) City Council Work Session of October 10, 2023; (2) City Council and Meeting of October 10, 2023.

Motion carried: 5-0

ITEM #2

	ARTS COMMISSION ANNUAL PRESENTATION GIVEN BY CO-CHAIRS ARIC BIEGANEK AND LARRY NELSON
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Co-Chairs Aric Bieganeck and Larry Nelson presented the annual Art Commission report.

Mayor Supple thanked the Arts Commission for all they did for the community.

Council Member Whalen echoed Mayor Supple's thanks to the entire Commission for growing and maintaining the Arts Commission over the last 9 years.

Council Member Christensen thanked the Arts Commission and she appreciated being included in their decisions and ideas as the Council liaison.

Council Member Trautmann echoed the other Council Members thoughts. He lifted up how the Commission has approached the arts in Richfield.

ITEM #3	PLANNING COMMISSION ANNUAL PRESENTATION GIVEN BY CHAIR EDDIE HOLMVIG-JOHNSON
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Planning Commission Chair Eddie Holmvig-Johnson presented the annual Planning Commission report.

Mayor Supple thanked them for all of their work and how everyone on the Commission took it seriously with their earnest discussions about how to do things the right way.

Council Member Trautmann thanked the Commission and acknowledged their job was not always easy or comfortable, but it was very important.

Council Member Whalen also expressed his thanks and indicated he appreciated all of the hard work the Commissioners put in.

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

- A. Consider the first reading of proposed Franchise Ordinance and Agreement with CenterPoint Energy Minnesota Gas ("CenterPoint Energy") allowing and setting terms for CenterPoint Energy's use of the City right-of-way and setting the public hearing and second reading for November 28, 2023. (Staff Report No. 141)

BILL NO. 2023-14

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY MINNESOTA GAS ("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF RICHFIELD, COUNTY OF HENNEPIN, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

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

Motion carried: 5-0

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

ITEM #6	CONSIDER THE APPROVAL OF THE SECOND READING OF AN ORDINANCE AMENDING CHAPTER 9, SECTION 925 OF THE RICHFIELD CITY CODE TO INCLUDE MANAGED NATURAL LANDSCAPES, ORNAMENTAL PLANTS AND RAIN GARDENS AS NEW DEFINITIONS, AS WELL AS AMENDING THE MAINTENANCE STANDARD OF GRASS HEIGHT FROM 6" TO 8" (STAFF REPORT NO. 142)
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Council Member Trautmann presented Staff Report 142.

Council Member Hayford Oleary stated he believed this made a lot of sense for Richfield.

M/Trautmann, S/Whalen to approve an Ordinance Amending Subsection 925.06 of the Richfield Code of Ordinances Relating to Public Nuisances and Lawn Maintenance and Allowing Managed Natural Landscapes Pursuant to State Law

BILL NO. 2023-13

AN ORDINANCE AMENDING SUBSECTION 925.06 OF THE RICHFIELD CODE OF ORDINANCES RELATING TO PUBLIC NUISANCES AND LAWN MAINTENANCE AND ALLOWING MANAGED NATURAL LANDSCAPES PURSUANT TO STATE LAW

Motion carried: 5-0

ITEM #7	CITY MANAGER'S REPORT
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City Manager Rodriguez shared information regarding Kathleen Balaban's suggestions at the last meeting regarding putting pictures of the Commissioners on the Commission's pages and in the recruitment material. She stated that was already in the works and it is on the long list of things to do. She stated they would be doing group photos, but they did need to get the Commissioner's approval to even put a group photo up.

ITEM #8	CLAIMS AND PAYROLL
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M/Trautmann, S/Whalen that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>10/19/2023</u>
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A/P Checks: 324419-324775	\$3,427,597.49
Payroll: 182682 – 182994; 43664 – 43666	<u>\$814,281.38</u>
TOTAL	\$4,241,878.87

Motion carried: 5-0

ITEM #9	HATS OFF TO HOMETOWN HITS
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Council Member Whalen encouraged everyone to vote. Clerk Leslie summarized the expanded voting hours for the final weeks.

Council Member Christensen gave hats off to Girl Scout Troop 18102 and also Penn Nutrition who were collecting through the month of November clothing and household items for the Epilepsy Foundation.

Council Member Hayford O'Leary noted the new bike park was a well-used amenity and praised how nice the opening of the bike park was.

Council Member Trautmann noted the Friends of Wood Lake fundraising dinner is November 3.

Mayor Supple thanked the Lakeshore Drive Condominiums Resident Association for their hospitality. She noted it was a great discussion with questions and feedback given. She gave a shout out to County Attorney Moriarty for hosting the suburban Mayors talk about different public safety initiatives. She noted there were still commissioner openings.

ITEM #10	CLOSED SESSION WITH THE CITY COUNCIL FOR AN ATTORNEY-CLIENT PRIVILEGE DISCUSSION PURSUANT TO MINN. STAT. 13D.05, SUBD. 3(B) TO DISCUSS THE CITY'S OPTIONS TO PARTICIPATE IN MULTI-DISTRICT LAWSUIT AND RELATED CLASS SETTLEMENTS ENTITLED: IN RE: AQUEOUS FILM FORMING FOAMS PRODUCTS LIABILITY LITIGATION; UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA – CHARLESTON DIVISION; MDL NO. 2:18-MN-2873-RMB; CASE NO. 2:23-CV-03147-RMG, CASE NO. 2:23-CV-03230-RMG
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M/Hayford O'Leary, S/Christensen to move to a closed session in the backroom for the purposes of discussing an attorney client privilege to discussion pursuant to Minn. Stat. 13D, Subd. 3(b) to discuss the City's options to participate in multi-district lawsuit and related class settlements entitled: In Re: Aqueous film forming foams products liability litigation; United States District Court, District of South Carolina – Charleston Division; MDL No. 2:18-mn-2873-RMB; Case No. 2:23-CV-03147-RMG, Case No. 2:23-CV-03230-RMG.

Motion carried: 5-0.

Mayor Supple reconvened the regular meeting and noted Council conducted a closed session with respect to discussing an attorney client privilege to discussion pursuant to Minn. Stat. 13D, Subd. 3(b) to discuss the City's options to participate in multi-district lawsuit and related class settlements entitled: In Re: Aqueous film forming foams products liability litigation; United States District Court, District of South Carolina – Charleston Division; MDL No. 2:18-mn-2873-RMB; Case No. 2:23-CV-03147-RMG, Case No. 2:23-CV-03230-RMG.

ITEM #11	ADJOURNMENT
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M/Whalen, S/Trautmann to adjourn the meeting at 8:04 p.m.

Motion carried: 5-0

Date Approved: November 14, 2023

Mary Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

November 1, 2023

CALL TO ORDER

The meeting was called to order by Mayor Supple at 4:00 p.m. held at Richfield Community Center.

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

Staff Present: Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Melissa Poehlman, Community Development Director; Jay Henthorne, Public Safety Director; Kristin Asher, Public Works Director; Karl Huemiller, Interim Recreation Services Director; Mike Dobesh, Fire Chief; Kumud Verma, Finance Director

Item #1

CITY COUNCIL AND STAFF TEAM BUILDING RETREAT

The City Council and staff met for their annual meeting regarding effective governance.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:00 p.m.

Date Approved: November 1, 2023

Mary B. Supple
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



Proclamation of the City of Richfield

WHEREAS, the Indigenous People of the Dakota Nation have lived upon the land of modern-day Richfield since time immemorial; and

WHEREAS, the People of the Dakota Nation were subject to forced movement from their native lands, coerced into inequitable contracts and treaties in order to deceive and steal land and property from them, treaties that were broken by the other parties who continue to violate those treaties today, forced assimilation into the colonizing culture, and the forced removal and indoctrination of their children; and

WHEREAS, the City of Richfield strives to eliminate systemic racism and discrimination towards Indigenous Peoples, to celebrate and honor their experiences and to hold in esteem their roots, history, and contributions to our culture; and to dedicate to this effort a month of intentional reflection; and

WHEREAS, November is recognized as National Native American Heritage month; and

WHEREAS, nearly 400 Richfield residents self-identify as Native American and continue to contribute to the prosperity, well-being and culture of Richfield; and

WHEREAS, the City of Richfield recognizes the month of November 2023 as Native American Heritage Month to promote authentic appreciation, tolerance, reconciliation, understanding, friendship, and continued partnerships among all of its people and the Indigenous Peoples of this land.

NOW, THEREFORE, I, MARY SUPPLE, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim November 2023 as Native American Heritage Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Indigenous Americans throughout the year.

PROCLAIMED this 14th day of November 2023.

Mary B. Supple, Mayor



Proclamation of the City of Richfield

WHEREAS, the City of Richfield celebrates our local small businesses and the contributions they make to the local economy and community; and

WHEREAS, for many local residents the Thanksgiving holiday kicks off a season of gathering, dining, and shopping, and consumers know that supporting small, independently owned businesses has positive social, economic, and environmental impacts; and

WHEREAS, the Small Business Administration as well as other public and private organizations have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, the City of Richfield has partnered with Hennepin County to support Small Business Saturday with the multijurisdictional Love Local campaign which encourages residents to support local businesses that create jobs, boost the economy, and make our community vibrant and livable.

NOW, THEREFORE, I, Mary Supple, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim Saturday, November 25, 2023 as Small Business Saturday in the City of Richfield and urge the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.

PROCLAIMED this 14th day of November 2023.

Mary B. Supple, Mayor



STAFF REPORT NO. 144
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Sam Crosby, Planner II
Melissa Poehlman, Community Development Director
10/31/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
11/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the first reading of an ordinance rezoning property at 6613-6625 Portland Avenue South to MU-N "Mixed Use Neighborhood" and schedule a second reading for November 28, 2023.

EXECUTIVE SUMMARY:

Beacon Interfaith Housing Collaborative (Applicant) has applied for land use approvals to construct a 3-story, 38-unit housing development on the Housing and Redevelopment Authority (HRA) owned parcels in the southeast quadrant of 66th Street East and Portland Avenue South. The targeted clientele is neuro-diverse young adults. Half of the units would be available at 30% of Area Median Income (AMI) and the other half of the units would be available at 50% AMI. See applicant's project narrative, attached.

One of the land use approvals for the project is a rezoning. The properties are currently zoned MR-2, "Multi-Family Residential" and lie within the Veteran's Park Area (VPA) overlay district. The Applicant is requesting that the properties be rezoned to MU-N, "Mixed Use, Neighborhood", as the dimensional standards therein more closely align with the purpose and intent of the VPA Overlay District (i.e.: discourage auto use and promote increased use of transit). Also, the proposed zoning is compatible with the proposed High Density Residential Comprehensive Plan designation.

The Planning Commission held a public hearing for the rezoning and proposed development on October 23rd. The Planning Commission voted unanimously to recommend approval of both the rezoning and the development proposal. The first reading of a rezoning is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading; nor does it obligate the Council to approve the specific development plans. A second reading and final development plans will be considered by the Council on November 28, 2023.

RECOMMENDED ACTION:

By motion: Approve a first reading of an ordinance that amends the Richfield Zoning Code Appendix I to change the zoning designation of 6613-6625 Portland Avenue South, from MR-2, "Multi-Family Residential" to MU-N "Mixed Use Neighborhood".

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The property is made up of remnant parcels from the Portland Avenue roundabout project. The HRA has been seeking a viable development proposal for the site since 2009 (about 14 years).
- The northernmost parcel, 6613, was rezoned to MR-2 in 2010. The rest of the parcels have been guided

Medium Density Residential since at least 2013 and were rezoned in 2021.

- The Portland and 66th Sub Area Study was completed, and the VPA overlay district was adopted in June of 2021.
- On March 8, 2022, at a joint work session of the City Council, HRA, and Planning Commission, the Applicant presented conceptual plans for the development of up to 40 units of supportive, affordable rental housing.
- On the evening of May 4, 2023, the Applicant held a neighborhood meeting at the Richfield Community Center. Approximately 12 neighbors attended.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- The rezoning is being requested to accommodate the density of the project. The MR-2 zoning district allows a maximum of 25 units, regardless of lot size. The Applicant has not requested a rezoning to MR-3 because both the MR-2 and MR-3 zoning districts are antiquated in their bulk and dimensional requirements. In 1982, the sub-districts of MR-2 and MR-3 were created based on what was already existing (projects built in the late 1970's or earlier). They were updated in 1996, to add cluster homes, but generally have not kept pace with the realities of constructing multi-family housing in today's market.
- In 2007, the City created three mixed use districts, one of which is the MU-N "Mixed Use Neighborhood" district. In this district, commercial services are not required, and residential uses are emphasized at key transportation nodes/corners. The projects are intended to be of smaller scale and oriented to the neighborhood. The main differences between the MR-2 district and the MU-N district are building coverage limits (30% vs. 75%), unit sizes (minimums vs. no minimums), open space requirements (12,350 sq. ft. vs. 2,533 sq. ft.), rear and side setbacks (35 ft. vs. 5 ft.), building height (3 stories vs. 8 stories) and the number of studio units allowed (maximum 20% vs. no limit).
- Rezoning to MU-N provides the opportunity for a project that fits within the community fabric - as the building is not too dissimilar in height and bulk to other existing apartments in the immediate area - but does not have the availability of land that previous generations enjoyed.

D. CRITICAL TIMING ISSUES:

- The 60-day clock started when the application was deemed complete on September 8, 2023. Because the overall request involves both a rezoning (which requires more than one reading before the City Council) and a Comprehensive Plan Amendment (which requires both adjacent and affected jurisdiction review, and Met Council approval), City staff already exercised the City's right to a time extension for an additional 60 days. The extended review period will end on – and therefore a decision is required by - Friday, January 5, 2024.
- A second reading of the rezoning is scheduled for November 28, 2023, alongside consideration of other land use applications.

E. FINANCIAL IMPACT:

The required land use application fees have been paid.

F. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on October 23. Notice of this hearing was mailed to properties within 500 feet of the proposed development and published in the Sun Current Newspaper on October 12, 2023.
- The Planning Commission voted unanimously to recommend approval of the rezoning.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Jim Barnes, Senior Housing Project Manager for Beacon, and Paul Mellblom, Principal Architect MSR Designs.

ATTACHMENTS:

Description	Type
□ Rezoning Ordinance	Ordinance
□ Location and Zoning Map	Exhibit
□ Planned Land Use Map	Exhibit

- ▣ Applicant's Narrative
- ▣ Site Plans
- ▣ Colored Elevations

Backup Material
Backup Material
Backup Material

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I OF THE RICHFIELD CITY CODE
BY REZONING 6613-6625 PORTLAND AVENUE SOUTH
FROM MULTI-FAMILY RESIDENTIAL (MR-2) TO
MIXED USE - NEIGHBORHOOD (MU-N)**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 13, Paragraph 43 of Appendix I of the Richfield Zoning Code (Multi-Family Residential – MR-2) is here amended as follows.

M-9 (E side of Portland Ave, S of 66th). Lots 28, 29, 30, ~~31, 32, 33, 34~~
and the West ½ of Lot 26, Auditor's Subdivision No. 340.

Sec. 2. Section 16, Appendix I of the Richfield Zoning Code (Mixed Use - Neighborhood) is here amended to add a new Paragraph 6 to read as follows:

(6) M-9 (E side of Portland Ave, S of 66th). Lots 31, 32, 33 and 34,
Auditor's Subdivision No. 340.

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 28th day of November, 2023.

Mary B. Supple, Mayor

ATTEST:

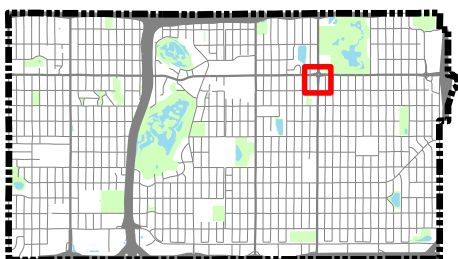
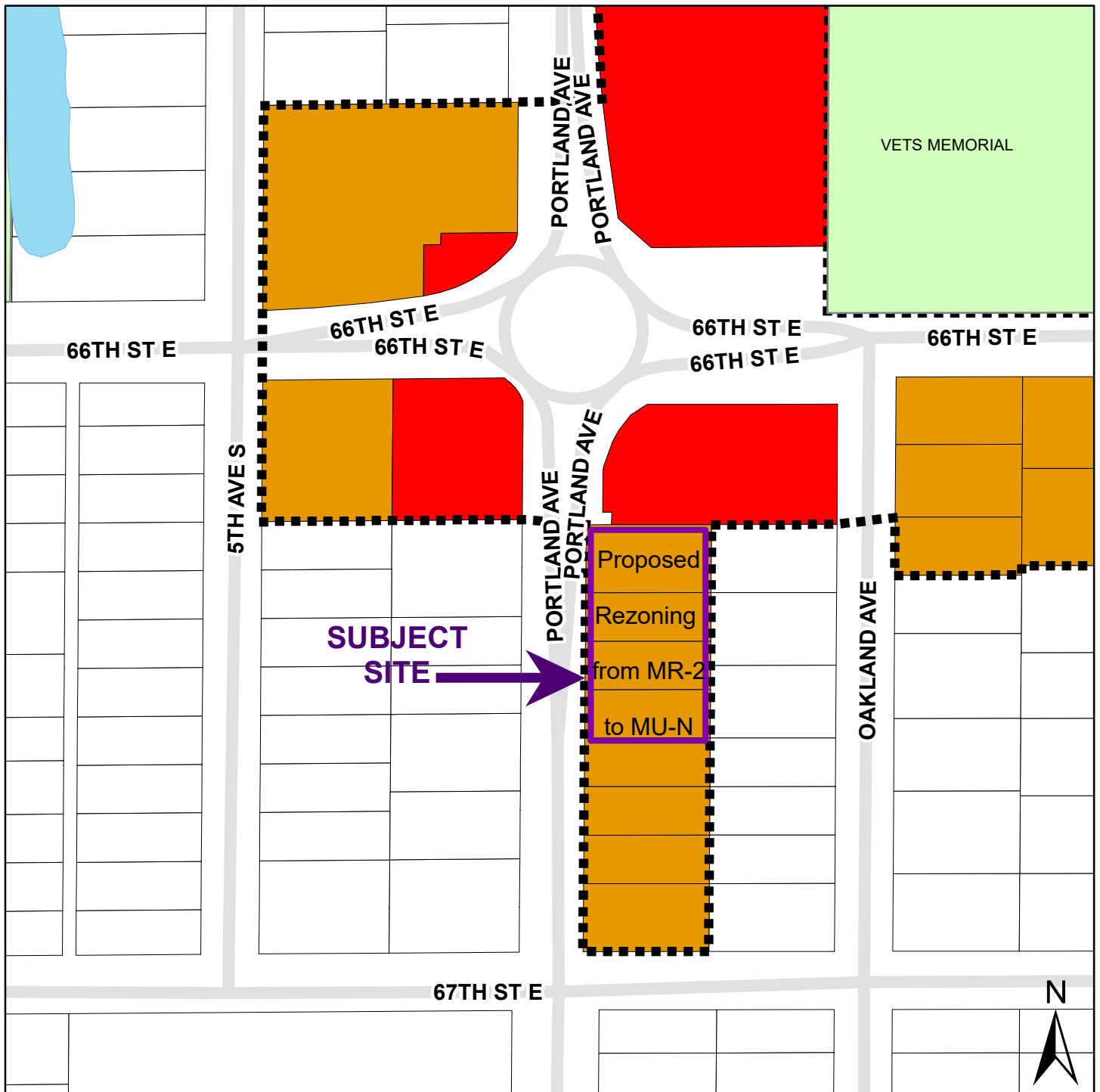
Dustin Leslie, City Clerk



6613-6625 Portland Avenue South

Location and Zoning Map

Beacon Interfaith Housing - Aster Commons



Legend

- R Low Density Residential
- MR-2 Multi-Family
- C-2 General Commercial
- MU-N Mixed Use-Neighborhood
- Parks



Veteran's Park Area Overlay

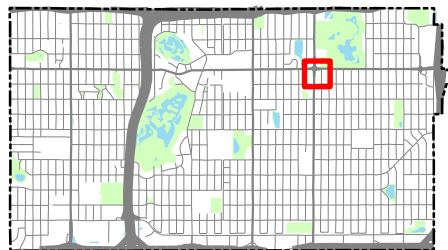
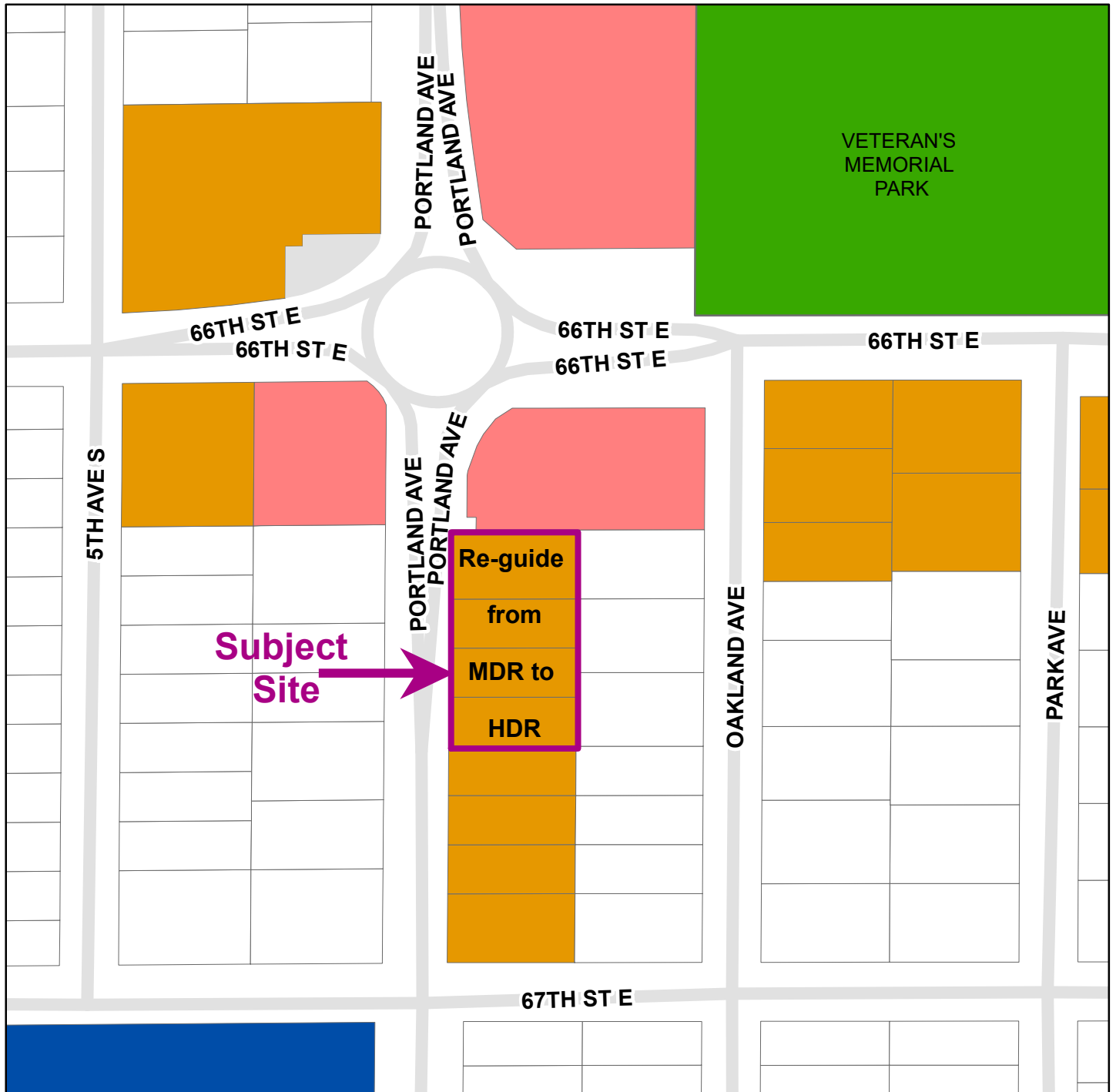
PROPOSED



6613-6625 Portland Avenue South

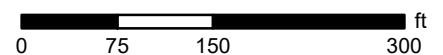
2040 Comprehensive Plan Designations

Beacon Interfaith Housing - Aster Commons



Legend:

- Low Density Residential
- Community Commercial
- Medium Density Residential (8-34 du/ac)
- High Density Residential (35-100 du/ac) ← PROPOSED
- Park
- Quasi-Public



PROJECT SUMMARY

Aster Commons

6613 Portland Avenue South

Richfield, MN 55423

Aster Commons is a new, 3-story building of wood construction and slab on grade with a flat roof housing solar panels, to be installed provided they are funded. When completed the building will provide 38 studio apartments targeting neurodiverse young adults. The backyard will be extensively landscaped (trees and shrubbery) with a 6' high fence abutting the neighbor's properties to provide a safe space for these vulnerable young adults. Parking is provided by 11 onsite parking stalls at the south end of the site. The building will have security cameras located in interior common spaces and around the building perimeter to protect the residents' safety. The building provides a variety of spaces to support residents' wellbeing including property management, case management, therapy and counseling services, community rooms, a 3-season porch, meeting rooms, and quiet rooms. Residents must comply with income limits of 30% of AMI for 50% of the apartments and 30%-50% AMI for the other 50% of the apartments. The building is 28,079sf and is predicted to have 3-4 staff onsite throughout the day.

MSR Design has discussed this proposal with city staff and believe the following items need to be addressed in this application:

- Comp Plan Amendment to Reguide from MDR to HDR
- Rezoning from MR-2 to MU-N
- Variance for a 11-stall parking lot
- Variance for a 10' setback for building location in the front yard

COMPREHENSIVE PLAN AMENDMENT

The project is requesting a Comprehensive Plan amendment as the current guiding only allows for 34 dwelling units per acre and Aster Commons would exceed that limit by 4 units.

The proposed Comprehensive Plan Amendment to re-guide from MDR to HDR is justifiable because this is a node within the city that has been identified to have a higher land use capacity than the surrounding single-family neighborhood. The current MDR designation does not support the ambitions of the Veterans Park Area Overlay (VPA) zoning district by its own definition in Section 541.25 Subd. 1: "...to produce structures of consistent character and of appropriate scale that transition from single family residential to higher density mixed use..." (italics added for emphasis).

This site is located along Portland Avenue, a primary north-south arterial in the city of Richfield that contains many large commercial and institutional buildings along its spine between highway 62 and interstate 494, including churches, schools, and the Richfield Municipal Complex one block south of this site. This is an ideal site for a reguiding to HDR to allow this site to provide higher density housing and to provide affordable housing that helps the City of Richfield meet the community's Met Council affordable housing goals.

The site is in close proximity to commercial offerings as well as located along the BRT and adjacent to the 66th Street bus routes and protected bike path. The area is highly walkable and the nearby Veterans Park is an ideal municipal amenity that should have density nearby as a natural support area for residents.

This proposed use is a useful transition/buffer from the lower density single-family neighborhood behind the property to Portland Avenue, continuing the densification along Portland Avenue. Thus we believe the proposed regarding to HDR is congruent with the intents of the VPA and the reality of this property's best and highest use along Portland Avenue.

REZONING REQUEST

Proposed to rezone from MR-2 to MU-N to enable this proposed project to conform with the MU-N zoning designation with two minor variances needed. The current MR-2 zoning does not support the ambitions of the Veterans Park Area Overlay (VPA) district, as written in the municipal zoning code Section 541.25 Subd. 1: "...to produce structures of consistent character and of appropriate scale that transition from single family residential to higher density mixed use..." (italics added for emphasis). By definition, the MR-2 zone is a lower density zone that does not support the VPA's intentions to create a node of vitality at and adjacent to the Portland Avenue and 66th Street roundabout that seeks to diversify housing options per municipal zoning code Section 541.25 Subd. 1: "...to expand the mix of housing in the area such as row/townhouse, affordable units, courtyard apartments, courtyard cottages, and live-work units."

Additionally, Richfield has committed to supporting the Met Council's goals of providing 121 units of affordable dwelling units at or below 80% of the area median income by 2030. This project will help the city meet its long-term commitment to build affordable housing for Richfield by adding 38 new affordable units at or below 50% of the area median income.

VARIANCE REQUESTS

PARKING REDUCTION VARIANCE

Under the current zoning, only 20 units would be allowed and that would mean the project would need 25 parking stalls at 1.25 stalls per unit.

Proposed parking is 11 total parking stalls = 0.29 parking stalls per dwelling unit.

(a). Is there a practical difficulty present which denies a reasonable use of the property? (Explain):

Yes, the additional parking would result in a much smaller building to allow the zoning required parking count to fit onsite and much of that parking would always sit empty. A parking study was conducted by Beacon Interfaith Collaborative through the winter of 2022/2023 to measure total parking demand at three similar buildings owned by Beacon. This was done at the suggestion of Richfield city staff when the issue of excessive parking requirements for the target resident population was discussed at the Sketch Plan review session in August 2022. The study found that at any time a maximum of 8, 6, and 7 parking stalls were actually used at the three properties, each of which is larger than the proposed Aster Commons and are targeted to more all-purpose young adult housing rather than Aster Commons'

targeted population of neurodiverse young adults. Thus we are convinced the demand at Aster Commons will not exist for residents and staff to need more than the 10 car parking stalls provided onsite.

An additional parking stall is being provided and will be signed for Metro Mobility and ride share vehicles to pick up/discharge residents at the parking lot entry to the building. Four exterior bike parking spots and an interior bike storage room accommodating 38 bicycles are in the proposed design, including indoor space for 2 adaptive bikes with electric plug-ins (See Sheet A193 for layout and dimensions). Residents at Beacon's three other properties are very frequently users of these modes of transit and we anticipate that to be true for this property. Metro Mobility, ride share, buses and bicycles are predicted to be the primary means of transport for this population since this population has a higher rate of physical impairments than the general population and their incomes restrict the funds required to own/maintain an automobile. Thus having the parking stall count required by the code would create a sea of parking lot on this property since underground parking is cost prohibitive. Additionally, many of the residents will be unable to secure a driver's license due to their neurodiverse medical conditions.

(b). Are there any unusual or unique circumstances relating to the property or building which are beyond your control? (Explain):

Yes, the current site conditions of the new BRT station's proximity to new roundabout reduce the lot size and force the curb cut to be at the south end of the property. Both remove available site square footage for parking and limit building placement.

The proposed use of Metro Mobility and the adjacent BRT station aligns with city goals for reducing traffic and congestion. Thus the proposed reduced parking count aligns with overall city goals to reduce automobile traffic. The location along the BRT line, public sidewalks, and bike lanes along Portland Avenue and 66th Street are optimal for this population's predicted needs for transportation.

We believe this parking reduction represents less site burden than other uses that would typically be permitted by zoning that would allow at least 24 parking stalls. Thus granting this variance so this project can go forward as proposed will actually reduce individual automobile traffic since residents will be primarily utilizing public transportation, walking, and bicycle options for the most part.

(c). Is the variance consistent with the purpose and intent of the rule from which a variance is being requested? (Explain):

Yes, the purpose of this zoning code section is to provide sufficient off-street parking for the sites intended use; in this case that is residents, staff, and guests. Based on the parking study conducted by Beacon Interfaith Collaborative (noted above) at the buildings they own and manage in Edina, Minneapolis, and St Paul the parking demand will be less than or equal to the 10 parking stalls proposed. The results of this study were sent to city staff by Beacon in January 2023.

Per current zoning allowed for the site, there could be 24 dwelling units built onsite. Parking could be provided in underground and/or surface parking. If these were 3-bedroom apartments, there could reasonably be 72 to 96 residents onsite (assuming families with 2 children). At the zoning code required mandate this would result in only 30 parking stalls, which would likely mean additional parking on the nearby side streets since parking is not allowed on Portland Avenue. Thus we believe our proposal is a less intensive use of the site than if the building constructed were to be maximized per the current

zoning allowances. And that our proposed parking reduction will decrease neighborhood impact by reducing the level of traffic on the site and entering/exiting the property.

FRONT YARD SETBACK VARIANCE

Required property front setbacks are 15' min to 25' max per zoning code section 537.07 Bulk and Dimensional Standards MU-N table 2.

Proposed front setbacks are from 10' minimum to 25' maximum.

Maintaining 15' minimum front set back is doable except at the BRT station because that station infringes on the efficient use of the site.

The original site consists of the following lots 31, 32, 33 and 34 for a total of 28,478 square feet or 0.654 acres. Front building setback responds to revised site conditions with the recent roundabout installation and BRT station installed by Metro transit. The current site has been reduced to 25,266 SF. The building follows the recommended 15' setback for main front yard setback except at BRT bus shelter where we are requesting a 10' setback from the BRT station since the station sits within the 5' area of the setback. Side yard setbacks are 5' on the north and east yards and a 15' south setback has been created for the parking lot as required for adjacency to residential property. The east rear yard setback has been increased to 27'-4" to accommodate private resident features including rear patio space, walking paths, private seating areas and landscape.**(a). Is there a practical difficulty present which denies a reasonable use of the property? (Explain):**

Current site conditions with the new BRT station have resulted in the property being narrower at its north end due to the BRT bus stop that steps back into the site by 5'. This step back has necessitated the building being 10' from the front property line, which sits at the rear edge of the 5' indent for the bus shelter, sign, and bench. If this step-back in the property line had not been present, the building position would comply with zoning and this variance would not be necessary.

The project is also maintaining a min of 27' for the rear yard area to maintain the min of 10% useable area and to maintain more distance from the neighbors who front on the street to the east. The building placement is aligned to avoid solar shading of neighbors per the zoning code.

(b). Are there any unusual or unique circumstances relating to the property or building which are beyond your control? (Explain):

After talking with existing neighbors who live behind the property, we believe the best building location is to push it to the west and as far from the rear property line as possible. The current site layout accomplishes this by including a 27' setback on the rear (east) side of the site to provide as much separation as possible between the building and neighbors. This allows the project to include taller trees to be planted between the new building and rear property line to help screening between the building and the neighbors. If the site were to meet the requirements of the 15' minimum setback at the north end of the site, it would be a very convoluted building to maintain the 25' maximum setback at the south end of the site since the site is trapezoidal in shape. We believe this design layout better situates the building on the site than strictly complying with the 15' minimum setback rule.

The remainder of the proposed building adheres to the 15' setback except at the entry area due to the removal of original site sf for the BRT shelter, signage and bench.

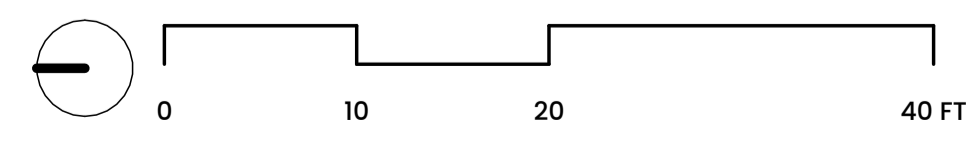
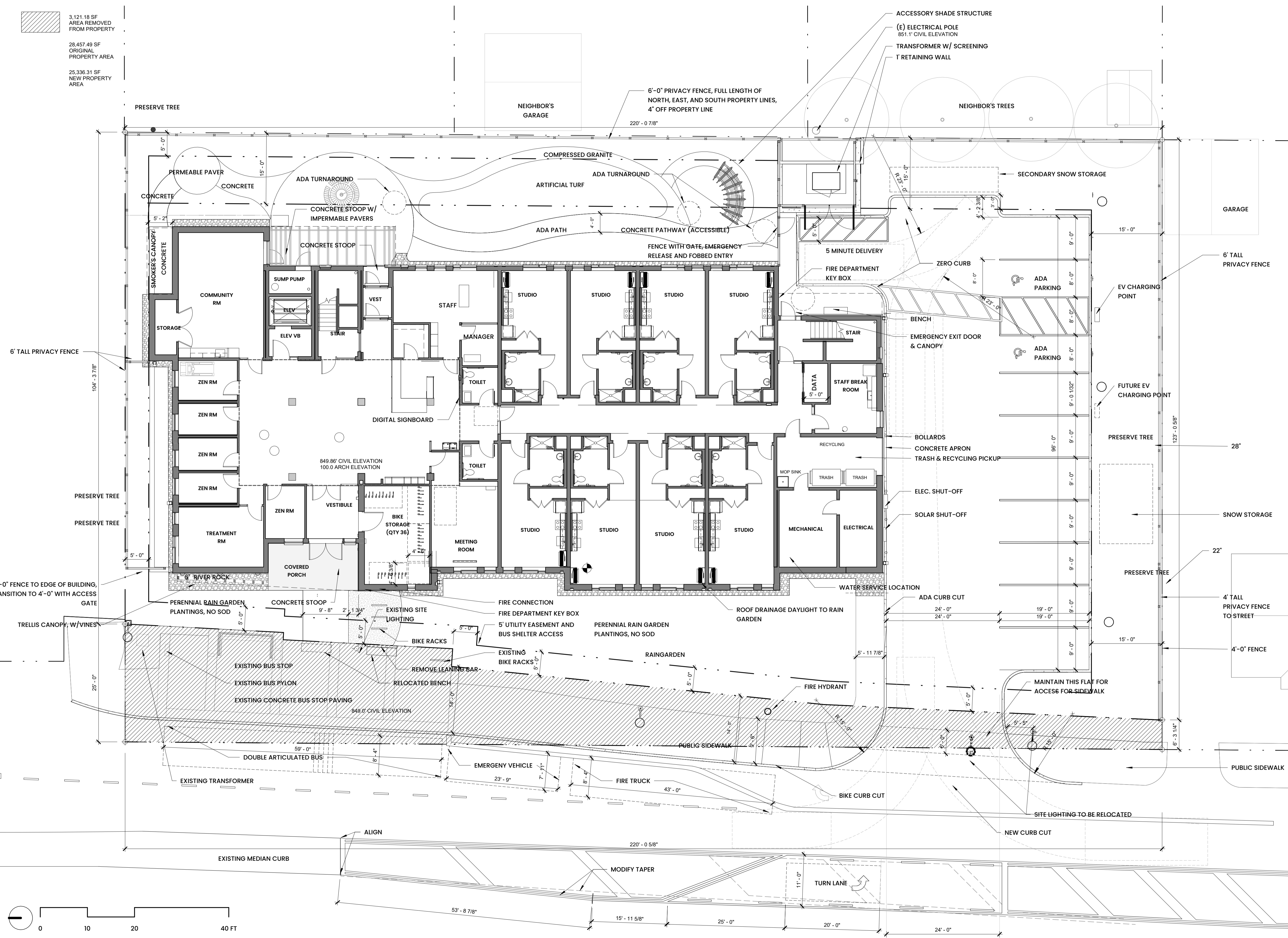
(c). Is the variance consistent with the purpose and intent of the rule from which a variance is being requested? (Explain):

The newly constructed BRT station sits within the prior, typical 15' setback requirement for the property. Had the original property line been maintained then the building placement would comply with the 15' minimum setback dimension. The 15' minimum setback is maintained south of the bump into the property for the BRT shelter, bench, and sign.

SITE PLAN



Drawing 2022 Copyright Meyer, Scherer & Podus, Inc. 10/1/2023 4:08:18 PM C:\Projects\2022\18_022_Consulting\Aster\Aster.dwg



1 PRES SITE PLAN
A001 1" = 10'-0"

Architecture and Interiors

MSRDesign

510 Marquette Avenue South, Suite 200
Minneapolis, MN 55402 | 612.375.0336

Landscape Architecture

Confluence

530 N 3rd St #120, Minneapolis, MN 55401 | 612.333.3702

Civil and Structural Engineering

BKBM

530 N 3rd St #120, Minneapolis, MN 55401 | 763.843.0420

Mechanical, Electrical, & Plumbing

Emanuelson-Podus, Inc.

7705 Bush Lake Rd, Edina, MN 55439 | 952.930.0050

Project No. 2022018

Aster Commons

6613 Portland Avenue S.
Richfield, MN 55423

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.

Architect Seal

Signature _____
Print Name _____
Date _____ License No. _____

Design Development

ISSUE / REVISION

Mark	Date	Description
2023.08.10		CITY REVIEW COMMENTS

Drawing 2022 Copyright Meyer, Scherer & Podus, Inc.

SITE PLAN

A001

NOT FOR CONSTRUCTION

220' - 0 7/8"

104' - 3 7/8"

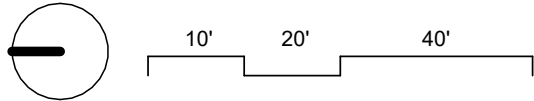
- 28,457.49 SF
ORIGINAL
PROPERTY AREA
- 3,121.18 SF
AREA REMOVED
FROM PROPERTY
- 25,336.31 SF
NEW PROPERTY
AREA

PROPOSED NEW
PROPERTY CORNER

ORIGINAL
PROPERTY CORNER

PROPOSED NEW
PROPERTY CORNER

ORIGINAL
PROPERTY CORNER



21' - 0 1/8"

53' - 8 7/8"

MODIFY TAPER

15' - 11 5/8"

25' - 0"

11' - 0"

TURN LANE

20' - 0"

24' - 0"

EXISTING MEDIAN STRIPING
TO BE WIDENED AT THIS
POINT FOR TURN LANE

1 SITE PLAN PROPERTY BOUNDARIES

AP001 1" = 20'-0"

MSRDesign



1 BUILDING WEST ELEVATION - SHADED

AP211 1/16" = 1'-0"



BRICK - ENDICOTT MANGANESE IRONSPOT, VELOUR FINISH, NORWEGIAN SIZE



SIDING 1: NICHHA LATTURA V-GROOVE, WHITE



SIDING 2: NICHHA VINTAGEWOOD, SPRUCE

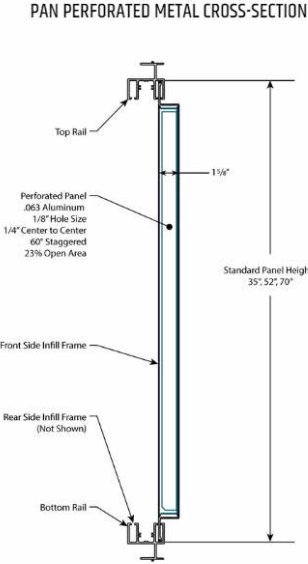


MECHANICAL SCREENING: CITYSCAPES ENVISOR PERFORATED PAN

MATERIAL	SQUARE FOOTAGE	% of FACADE
BRICK	1321	24%
NICHHA WHITE LATTURA V-GROOVE	1879	34%
NICHHA SPRUCE VINTAGEWOOD	771	14%
WINDOWS+ GLASS DOORS	1289	24%
METALS (TRIM, LOUVERS, PANELS, SCREENS)	160	3%

5,419 sf

PERFORATED METAL SCREEN CROSS SECTION





1 BUILDING NORTH ELEVATION - SHADED

AP212 1/8" = 1'-0"



BRICK - ENDICOTT MANGANESE IRONSPOT, VELOUR FINISH, NORWEGIAN SIZE



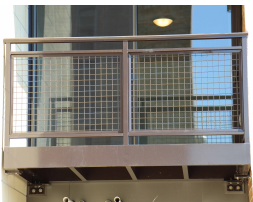
SIDING 1: NICHHA LATTURA V-GROOVE, WHITE



SIDING 2: NICHHA VINTAGEWOOD, SPRUCE



MECHANICAL SCREENING: CITYSCAPES ENVISOR PERFORATED PAN



BALCONY: MIDWEST IRON METAL HANDRAIL BALCONY

MATERIAL

BRICK
NICHHA WHITE LATTURA V-GROOVE
NICHHA SPRUCE VINTAGEWOOD
WINDOWS+ GLASS DOORS
METALS (TRIM, LOUVERS, PANELS, SCREENS)

SQUARE FOOTAGE

688
548
672
579
99

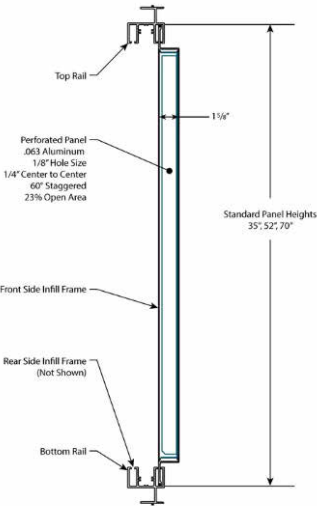
% of FACADE

27%
21%
26%
22%
4%

2,586 sf

PERFORATED METAL SCREEN CROSS SECTION

PAN PERFORATED METAL CROSS-SECTION





NOTE: SEE WEST ELEVATION FOR BUILDING HEIGHT AND MATERIAL DESIGNATIONS

1 BUILDING EAST ELEVATION - SHADED

AP213 1/16" = 1'-0"



BRICK - ENDICOTT MANGANESE IRONSPOT, VELOUR FINISH, NORWEGIAN SIZE



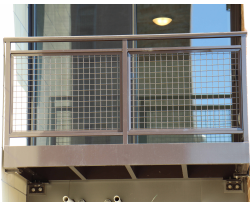
SIDING 1: NICHHA LATTURA V-GROOVE, WHITE



SIDING 2: NICHHA VINTAGEWOOD, SPRUCE



MECHANICAL SCREENING: CITYSCAPES ENVISOR PERFORATED PAN

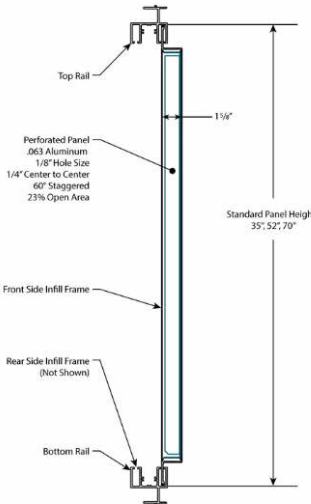


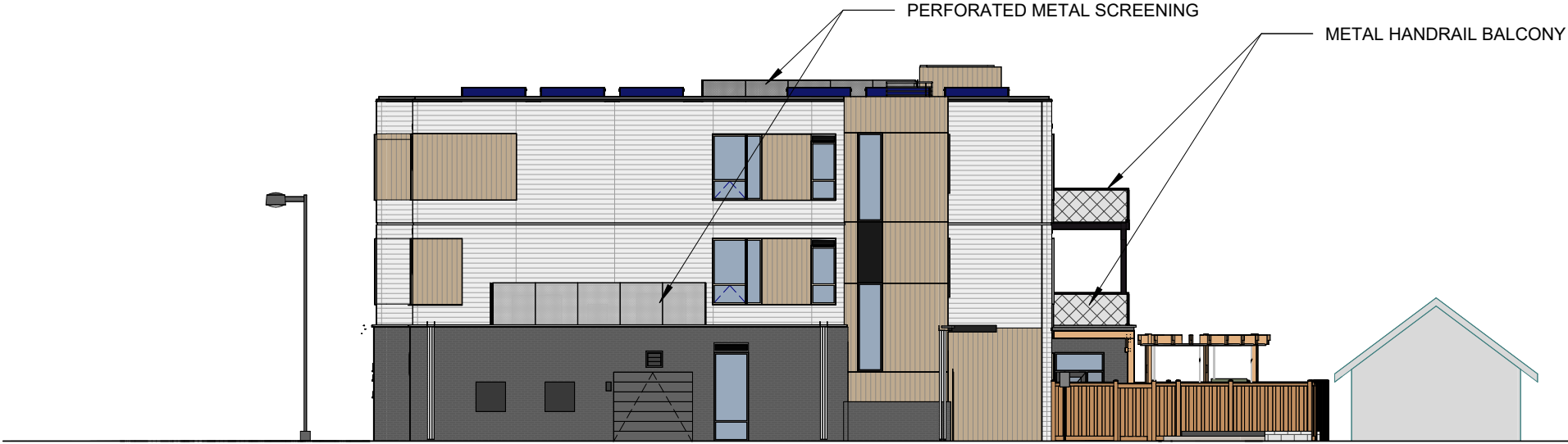
BALCONY: MIDWEST IRON METAL HANDRAIL BALCONY

MATERIAL	SQUARE FOOTAGE	% of FACADE
BRICK	370	7%
NICHHA WHITE LATTURA V-GROOVE	1488	22%
NICHHA SPRUCE VINTAGEWOOD	1921	6%
WINDOWS+ GLASS DOORS	1253	23%
METALS (TRIM, LOUVERS, PANELS, SCREENS)	374	7%
	5,406 sf	

PERFORATED METAL SCREEN CROSS SECTION

PAN PERFORATED METAL CROSS-SECTION





NOTE: SEE WEST ELEVATION FOR BUILDING HEIGHT AND MATERIAL DESIGNATIONS

1 BUILDING SOUTH ELEVATION - SHADED

AP214 1/16" = 1'-0"



BRICK - ENDICOTT MANGANESE IRONSPOT, VELOUR FINISH, NORWEGIAN SIZE



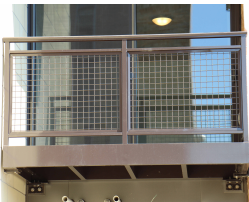
SIDING 1: NICHIIHA LATTURA V-GROOVE, WHITE



SIDING 2: NICHIIHA VINTAGEWOOD, SPRUCE



MECHANICAL SCREENING: CITYSCAPES ENVISOR PERFORATED PAN

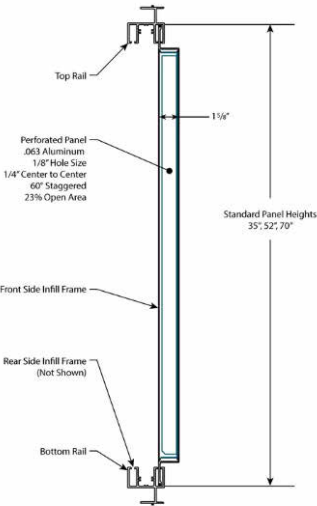


BALCONY: MIDWEST IRON METAL HANDRAIL BALCONY

MATERIAL	SQUARE FOOTAGE	% of FACADE
BRICK	1321	9%
NICHIIHA WHITE LATTURA V-GROOVE	1974	39%
NICHIIHA SPRUCE VINTAGEWOOD	676	24%
WINDOWS+ GLASS DOORS	187	8%
METALS (TRIM, LOUVERS, PANELS, SCREENS)	230	9%
	2,425 sf	

PERFORATED METAL SCREEN CROSS SECTION

PAN PERFORATED METAL CROSS-SECTION





STAFF REPORT NO. 145
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Julie Urban, Asst. Community Development Director
Melissa Poehlman, Community Development Director
11/2/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
11/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a first reading of an ordinance amendment to Section 408.01, subdivision 6, clarifying that escrows submitted under the Point of Sale program can be subject to forfeiture if improvements are not made, and to Section 408.01, subdivision 4, correcting a code reference relating to the appeals process.

EXECUTIVE SUMMARY:

The City's Point of Sale (POS) Program requires all single-family and two-family structures, condominiums, and townhomes to be inspected and receive a Certificate of Housing Maintenance Compliance before any transfer of ownership. Any items identified for repair in the inspection must be completed prior to transfer. In the case of non-life safety items, the City may agree to allow the ownership transfer before all items are completed if a cash escrow is submitted for the incomplete items. The Buyer is then responsible for completing the work and receives the escrowed funds upon completion.

Occasionally, Buyers do not complete the work, and property ownership transfers again without escrow funds being accessed. A review of the escrow account during the audit process identified several of these situations where ownership changed and the escrow was never accessed. The City Attorney advised that the current ordinance language does not specify what the City will do with these abandoned funds and recommends a change to the ordinance and escrow agreement so that the City has the option of identifying these funds as forfeited and capturing the funds for other purposes.

The proposed amendment of Section 408.01, Subdivision 6 would clarify that failure to make the improvements is in violation of the code and the cash escrow amount can be forfeited to the City. The amendment also makes a technical correction to the reference in Section 408.01, Subdivision 4, regarding where to find the appeals process in the City Code.

RECOMMENDED ACTION:

By motion: Approve a first reading of an amendment to Section 408 of the ordinance code of the City of Richfield relating to the Certification of Housing Maintenance Compliance.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The POS Program was created by the City in 1989 and requires that prior to the voluntary sale of any owner-occupied housing in the City, the Seller must receive a Certificate of Housing Maintenance Compliance from the City (Certificate). A Certificate is issued after an inspection and finding that the

property is free from housing code violations. Without the Certificate, the Buyer may not occupy the property, unless the Buyer provides an executed Cash Escrow Agreement and accompanying escrow deposit (Escrow Deposit). The Escrow Deposit is the greater of 25% of the cost to correct the housing code violations or \$1,000 with a maximum of \$5,000.

- A review of the City's escrow fund earlier this year revealed several escrows from many years ago. The escrows have technically been forfeited, but the current ordinance doesn't make it clear that the City can take over the funds.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

- Amending the ordinance furthers the Strategic Priority of Operational Excellence and works toward the Desired Outcome of having the operational capability to deliver essential services and helps us meet the target of making process improvements.
- The potential equity impact of capturing forfeited funds could be that Buyers for whom English isn't their primary language are disproportionately impacted if they don't understand that funds are available to make improvements. While the language of Buyers is unknown, it is a goal of the Housing Inspections team to translate documents as capacity allows, which would help to ensure that all Buyers understand their rights and responsibilities under the POS Program.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

The current ordinance governing the POS Program isn't clear what happens to escrowed funds when required improvements aren't made.

D. CRITICAL TIMING ISSUES:

- Staff would like to amend the Housing Maintenance Code Cash Escrow Agreement and be able to use it moving forward in order to be able to capture any forfeited funds. The ordinance should be amended to provide clear notice that forfeiture is a possible consequence of not complying with the escrow agreement.
- The POS Program is now operating under CitizenServe, the new online permitting software system, which will make it easier to identify escrows that haven't been accessed and send reminders to Buyers who haven't completed the necessary repairs. While this may reduce the amount of forfeited funds, it's unlikely to eliminate all of it, so an ordinance amendment is recommended.

E. FINANCIAL IMPACT:

With the ordinance amendment, forfeited escrow funds could be transferred to the General Fund. Staff does not expect this to be a significant amount of money.

F. LEGAL CONSIDERATION:

1. The proposed amendment was prepared by the City Attorney and would apply to future Cash Escrow Agreements.
2. Once the review of old escrows is completed, staff will work with the City Attorney to clean up forfeited escrows collected under the current ordinance.

ALTERNATIVE RECOMMENDATION(S):

Decide not to amend the ordinance or recommend that the ordinance be approved with changes.

PRINCIPAL PARTIES EXPECTED AT MEETING:

NA

ATTACHMENTS:

Description	Type
□ Proposed Ordinance Amendment	Ordinance
□ Cash Escrow Agreement Revisions	Backup Material

BILL NO.

**AMENDMENT TO SECTION 408
OF THE ORDINANCE CODE OF THE
CITY OF RICHFIELD RELATING TO THE CERTIFICATE OF HOUSING
MAINTENANCE COMPLIANCE**

THE CITY OF RICHFIELD DOES ORDAIN:

Subsection 408 of the ordinance code of the City of Richfield entitled "Certificate of Housing Maintenance Compliance for Single- and Two-Family Homes" is hereby amended to correct a reference relating to appeals and to allow for forfeiture of escrow funds in cases of non-compliance:

408.01

...

Subd. 4. Appeal. A determination that the structure is not in compliance with the housing maintenance code may be appealed in the manner provided in Section ~~405.05, subdivision 2(b)~~ 320.11.

...

Subd. 6. Occupancy. A person may be granted permission to occupy a dwelling prior to issuance of the certificate upon the approval of the director of community development, or his/her designee. The approval may be based upon undue hardship or other extraordinary or exceptional circumstances, provided that no such occupancy constitutes an immediate hazard, as determined by the director or his/her designee. Approval will not be given until the prospective owner or designated agent has filed on forms supplied by the city, a statement of intent to comply with the housing maintenance code and submitted the required escrow. Compliance dates in the statement of intent to comply will be established by the director of community development, or his/her designee. (Amended, Bill No. 2015-12)

The director may also approve occupancy prior to issuance of the certificate if a cash escrow agreement is signed and submitted to the Building Official or designee. The cash escrow agreement must be executed on a form provided by the City and accompanied by the fee established in Appendix D of this code. Failure to make the required corrections by the compliance dates in the statement of intent or within the terms of the cash escrow agreement is a violation of this code and will (i) cause the cash escrow amount to be forfeited to the City and (ii) render void any approval given pursuant to this subdivision. If the City conducts any re-inspections beyond the initial inspection and one (1) follow-up inspection, the applicant for a certificate will be

required to pay the re-inspection fee as established in Appendix D of this code.
(Amended, Bill No. 2005-15)

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

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



CITY OF RICHFIELD
Housing Maintenance Code Cash
Escrow Agreement
(Rev. 12/7/1811/--/23)

Policy: A cash escrow will be required in instances where a Certificate of Compliance is sought, the Seller will not complete repairs by the time of closing, and the Buyer intends to comply at a future time in cooperation with the ~~Building Official~~Community Development Director or designee.

CASH ESCROW REGULATIONS

1. A signed escrow agreement and funds must be provided to the ~~Inspection-Division~~Community Development Department prior to closing.
2. The cash escrow amount will be determined as follows:
 - In order to reasonably determine the estimated cost of repairs, a written **ITEMIZED** bid by a licensed contractor must be submitted to the ~~Inspections-Division~~Community Development Department for approval.
 - A cash escrow equal to 25% of the itemized bid or \$1,000, whichever is greater, shall be required (except as below).
 - If any certifications are required, contractor must bid REPLACEMENT COST of the item needing certification.
 - For non-certification-required work, a \$5,000 escrow may be accepted in place of an itemized bid, with the approval of the Community Development Director or designee.
3. If electrical or mechanical certifications are required, **no one shall occupy premises** until certifications are completed and proper paperwork is submitted to and approved by the ~~City of Richfield Inspection-Division~~Community Development Department.
4. By signing this agreement, Buyers are petitioning the City to allow the purchase and occupancy of the property despite the existence of the violations set forth on the attached list (unless occupancy is prohibited per regulation #3).
5. Correction orders must be made within 60 days of the date of closing, unless an extension is granted by the Community Development Director or designee.
- 5.6. Unauthorized changes to this escrow form are not acceptable and will void this agreement.
- 6.7. Cash escrow agreement is not valid unless signed by the Buyer and ~~Building-Official~~Community Development Director or designee.
- 7.8. This agreement is non-transferable ~~and remain attached to the property identified in this agreement.~~ Buyers who fail to complete the Repairs (as defined in the escrow agreement), fail to complete the Reinspection (as also defined in the escrow agreement), or who transfer ownership prior to the ~~correction of items~~completion of the Repairs identified in the attached list shall forfeit all escrow funds to the City.

Cash Escrow Agreement

Housing Maintenance Code

I/We _____, (Buyer) the Buyer of property located at _____ in Richfield, Minnesota, do hereby tender a cash escrow to the City of Richfield in the amount of \$_____ (the "Cash Escrow") for the attached *Detailed List of Items Requiring Correction* (the "Repairs" list) and an additional \$50.00 non-refundable fee. ~~This~~ The Cash Escrow amount represents 25% of the amount that the parties (Buyer, City of Richfield) agree is required to complete the ~~improvements~~ Repairs.

The City of Richfield shall deposit the Cash Escrow in a non-interest bearing account; and no interest shall be due and payable to the Buyer as a result.

In signing this cash escrow agreement the Buyer does hereby agree to ~~consult with the Housing Inspections Division and~~ correct all violations and discrepancies described ~~in the attached list as the Repairs~~ by the scheduled reinspection date noted below. ~~An inspection of the property must be conducted by the Building Official~~Community Development Director's ~~or designee to verify acceptable completion (the "Reinspection").~~

Your **Reinspection** is scheduled for: _____

The City of Richfield will release the e-is-cCash Eescrow upon acceptable completion of the items listed Repairs. ~~An inspection of the property will be conducted by the Building Official or designee to verify acceptable completion.~~ Upon verification of completion, the escrowed amount will be released to **THE BUYER - NO EXCEPTIONS** - within ten (10) business days.

The Buyer understands that the failure to comply with the terms of this agreement, including the failure to make the Repairs or participate in the Reinspection, can result in any or all of the following:

- Forfeiture of all or a portion of the Cash Escrow to the City:
- Approval to occupy the premises may be revoked and occupants required to vacate;
- Failure to comply is a violation of the City Code and can be punished as a misdemeanor, including fines and incarceration; and
- Compliance may be compelled by order of the Court.

Any administrative costs involved with enforcing this agreement or any costs incurred by the City of Richfield in excess of the Cash Escrow amount will be paid by the Buyer within 30 days following written notice of such costs.

Property Buyer(s)

DOB _____

Date: _____

Daytime Phone Number for Buyer _____

Email for Buyer _____

Receipt of the cash escrow is acknowledged as intent to comply with the housing maintenance code.

Date: _____

Community Development Director or Designee



STAFF REPORT NO. 146
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Melissa Poehlman, Community Development Director
Melissa Poehlman, Community Development Director
11/8/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
11/8/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution designating buildings formerly located at 7700 and 7730 Portland Avenue South as structurally substandard within the Richfield Redevelopment Project Area.

EXECUTIVE SUMMARY:

The Minnesota Department of Transportation (Mn-DOT) recently purchased the properties at 7700 and 7730 Portland Avenue South to allow for the reconstruction of the I-494 and Portland Avenue intersection. Following construction of the roadway improvements, remnant land is anticipated to be available for redevelopment. Redevelopment of this land is expected to be very costly. In addition to anticipated high acquisition costs, the nature of the previous use would seem to indicate that environmental clean-up may also be required. To preserve the City's authority to create a Redevelopment Tax Increment Finance (TIF) District in the future, an inspection documenting the condition of the buildings was requested by the Executive Director of the Housing and Redevelopment Authority (HRA).

Under Minnesota law, the City or the HRA is authorized to deem parcels as occupied by structurally substandard buildings before the demolition or removal of the buildings, in order to create a Redevelopment TIF District. The City has three years to create this District, following demolition of the substandard structures.

Several timing issues complicate the future creation of a Redevelopment TIF District and the City will need to approach the State for special legislation related to the area. To begin, this phase of the I-494 project is expected to last three years (through fall 2026). Remnant land is not expected to be available for redevelopment until after final completion of the project. Current law gives the City only three years after demolition of the substandard structures to create a Redevelopment TIF District. The City will need to seek special approval from the legislature for an extension of the time limit. Second, due to timing issues with the scheduled demolition by Mn-DOT, the finding before the Council tonight was unable to be made prior to demolition of the structures. Given that the City will need to request special legislation related to the three-year time limit, staff and the HRA Attorney determined that it would be worthwhile to adopt a resolution after-the-fact and include a request for an exemption from this requirement as well.

The architecture firm LHB, Inc. has conducted an extensive evaluation of the buildings and issued the attached report which concludes that the site and the buildings it contains meet the requirements necessary to qualify as a Redevelopment TIF District.

The attached resolution would make findings accepting the results of the LHB, Inc. report and designating the buildings to be substandard, as defined in Minnesota State Statutes.

RECOMMENDED ACTION:

By Motion: Adopt a resolution designating the buildings formerly located at 7700 and 7730 Portland Avenue South as structurally substandard within the Richfield Redevelopment Project Area.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Property at the intersection of I-494 and Portland Avenue is guided for Regional Mixed Use by the Richfield Comprehensive Plan. Redevelopment in this area is expected to be exceptionally expensive due to anticipated environmental clean-up.
- The properties formerly addressed at 7700 and 7730 Portland Avenue were acquired by MnDOT for the expansion of the interchange with I-494. Remnant land is expected to be available for redevelopment following completion of the project in fall 2026.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

- Redevelopment of this property will be outside of the dates of the Strategic Plan; however, it will potentially further the goal of increasing the tax base.
- If and when a redevelopment proposal comes forward, the equity impacts of that proposal will be evaluated.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

In order to establish a Redevelopment TIF District, the property within the proposed District boundaries must be found to be blighted and structurally substandard under the requirements established by Minnesota State Statutes.

D. CRITICAL TIMING ISSUES:

The HRA Attorney recommends that we approve the resolution as soon as possible given that MnDOT has removed the buildings.

E. FINANCIAL IMPACT:

None at this time.

F. LEGAL CONSIDERATION:

The HRA Attorney prepared the attached resolution.

ALTERNATIVE RECOMMENDATION(S):

Decide not adopt the resolution certifying the buildings as substandard, thereby eliminating the possibility of creating a Redevelopment TIF District in the future.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ Substandard Letter of Finding	Exhibit

CITY OF RICHFIELD, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION DESIGNATING BUILDINGS AS STRUCTURALLY SUBSTANDARD WITHIN
THE RICHFIELD REDEVELOPMENT PROJECT**

WHEREAS, under Minnesota Statutes, Section 469.174, subdivision 10(d), the City or the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) is authorized to deem parcels as occupied by structurally substandard buildings before the demolition or removal of the buildings, subject to certain terms and conditions as described in this resolution; and

WHEREAS, the Authority obtained blight studies for two parcels and may in the future include one or more of the properties described in EXHIBIT A attached hereto (the “Property”), in a redevelopment tax increment financing district as defined in Minnesota Statutes, Sections 469.174, subdivision 10, within the Richfield Redevelopment Project; and

WHEREAS, the Authority plans to purchase two parcels from the Department of Transportation after the Department of Transportation no longer needs the two parcels; and

WHEREAS, the Authority has determined that the parcels currently owned by the Department of Transportation are blighted based on the long-term use of those parcels as a mechanics garage; and

WHEREAS, the Department of Transportation demolished the buildings on the Department of Transportation parcels on or about October 27, 2023; and

WHEREAS, if the Authority cannot purchase the Department of Transportation parcels within three years of the date the Department of Transportation demolished the buildings on its parcels, the Authority will seek special legislation in order to preserve the ability to create a redevelopment tax increment district in the future; and

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

1. Based on the report described below, the City finds that the buildings on the Property were structurally substandard to a degree requiring substantial renovation or clearance, based upon the analysis of such buildings by LHB, Inc. in a report dated October 26, 2023, and on file in City Hall.

2. The buildings on the Property were demolished or removed on or about October 27, 2023; following preparation of the report by LHB, Inc. dated October 26, 2023.

3. The Authority intends to include the Property in a redevelopment tax increment financing district, and to file the request for certification of such district with the Auditor/Treasurer of Hennepin County, Minnesota, as the county auditor (the “County

Auditor/Treasurer”), within three (3) years after the date of demolition of the buildings on the Property.

4. Upon filing the request for certification of the new tax increment financing district, the Authority will notify the County Auditor/Treasurer that the original tax capacity of the Property must be adjusted to reflect the greater of (a) the current net tax capacity of the parcel, or (b) the estimated market value of the parcel for the year in which the buildings were demolished or removed, but applying class rates for the current year, all in accordance with Minnesota Statutes, Section 469.174, subdivision 10(d).

5. City staff and consultants are authorized to take any actions necessary to carry out the intent of this resolution.

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

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

EXHIBIT A

POTENTIAL PROPERTY ID NUMBERS

34-028-24-44-0006
34-028-24-44-0007

RC125-396 (JAE)
912622v2



October 26, 2023

Melissa Poehlman, AICP
Community Development Director
City of Richfield
6700 Portland Avenue South
Richfield, MN 55423

TIF ANALYSIS FINDINGS FOR 7700 AND 7730 PORTLAND AVENUE SOUTH

LHB was hired to inspect two buildings on two parcels in Richfield, Minnesota, to determine if they meet the definition of "Substandard" as defined by *Minnesota Statutes, Section 469.174, subdivision 10*. The building parcels may potentially be part of a future Redevelopment TIF District, so will need to be compliant with all the statutes pertaining to a Redevelopment District.

The buildings are located at 7700 and 7730 Portland Avenue South (Buildings A and B in Diagram 1).



Diagram 1

CONCLUSION

After evaluating the condition of the buildings on October 25, 2023, and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the buildings qualify as substandard.

The remainder of this letter and attachments describe our process and findings in detail.

MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

The properties were inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

INTERIOR INSPECTION

"The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property..."

EXTERIOR INSPECTION AND OTHER MEANS

"An interior inspection of the property is not required, if the municipality finds that

(1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and

(2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard."

DOCUMENTATION

"Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3, clause (1)."

QUALIFICATION REQUIREMENTS

Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1) requires two tests for occupied parcels:

1. Coverage Test

"...parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots..."

The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states:

"For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures."

The LHB team reviewed the following parcels:

Parcel A ID Number 053-340282440006

- The parcel is approximately 14,545 sf and is 100 percent covered by buildings, parking lots or other improvements.

Parcel B ID Number 053-340282440007

- The parcel is approximately 22,980 sf and is 100 percent covered by buildings, parking lots or other improvements.

Findings

The parcels are covered by buildings, parking lots or other improvements, exceeding the 15 percent parcel requirement.

2. Condition of Buildings Test

Minnesota Statutes, Section 469.174, Subdivision 10(a) states:

"...and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;"

Structurally substandard is defined under Minnesota Statutes, Section 469.174, Subdivision 10(b), which states:

"For purposes of this subdivision, 'structurally substandard' shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b)* defined as "structurally substandard", due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

Findings

Two buildings exceed the criteria required to be determined a substandard building (see the attached Building Code, Condition Deficiency and Context Analysis Reports).

Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in *Subdivision 10(c)* which states:

"A building is not structurally substandard if it follows the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence based on reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence."

"Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence."

LHB counts energy code deficiencies toward the 15 percent code threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)* for the following reasons:

- The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
- Chapter 13 of the *2015 Minnesota Building Code* states, "Buildings shall be designed and constructed in accordance with the International Energy Conservation Code." Furthermore, *Minnesota Rules, Chapter 1305.0021 Subpart 9* states, "References to the International Energy Conservation Code in this code mean the Minnesota Energy Code..."
- Chapter 11 of the *2015 Minnesota Residential Code* incorporates *Minnesota Rules, Chapters, 1322 and 1323 Minnesota Energy Code*.

- The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
- In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.

Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. For an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

Findings

The buildings have code deficiencies exceeding the 15 percent building code deficiency criteria required to be determined substandard (see the attached Building Code, Condition Deficiency and Context Analysis Reports).

TEAM CREDENTIALS

MICHAEL A. FISCHER, AIA, LEED AP - PROJECT PRINCIPAL/TIF ANALYST

Michael has 34 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial, and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 100 cities with strategic planning for TIF Districts. He is an Architectural Principal at LHB and currently leads the Minneapolis office.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning master's degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards, and community task forces, including City Council President in Superior, Wisconsin, Chair of the Duluth/Superior Metropolitan Planning Organization, and Chair of the Edina, Minnesota Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. Michael has also managed and designed several award-winning architectural projects and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

PHIL FISHER – INSPECTOR

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota, he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

ATTACHMENTS

We have attached a Building Code, Condition Deficiency and Context Analysis Report, Replacement Cost Report, Code Deficiency Report, and thumbnail photo sheets for each substandard building.

Please contact me at (612) 752-6920 if you have any questions.

LHB, INC.

A handwritten signature in blue ink, appearing to read "MA Fischer", followed by a horizontal line and a period.

MICHAEL A. FISCHER, AIA, LEED AP

c: LHB Project No.230805

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APPENDIX A

Building Code, Condition Deficiency and Context Analysis Report

Replacement Cost Report

Code Deficiency Report

Photographs

Portland Avenue South Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel A

Automotive Repair Garage

Address:	7700 Portland Avenue South, Richfield, Minnesota 55423
Parcel ID:	053-3402824440006
Inspection Date(s) & Time(s):	October 25, 2023, 11:25 am
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	<p>It is our professional opinion that this building is Substandard because:</p> <ul style="list-style-type: none">- Substantial renovation is required to correct Conditions found.- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$417,424
Estimated Cost to Correct Building Code Deficiencies:	\$160,040
Percentage of Replacement Cost for Building Code Deficiencies:	38.3%

DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.
2. Exterior wall concrete block and mortar should be repaired/replaced to prevent water intrusion per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no code required accessible parking.
 - b. There is no code required accessible route into the building.
 - c. The restroom is not code compliant for accessibility.
2. Light and Ventilation
 - a. Lighting does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. Door hardware does not comply with code.
 - c. There is no code required smoke detector system in the building.
 - d. There is no code required emergency exit signage in the building.
 - e. There is no code required emergency lighting system in the building.
 - f. There is no code required emergency notification system in the building.

- g. There is no code required building sprinkler system.
 - h. There is no code required fire caulking.
 - i. The flooring is damaged creating an impediment to emergency egress which is contrary to code.
4. Layout and Condition of Interior Partitions/Materials
- a. The interior walls and ceilings should be repaired/repainted.
5. Exterior Construction
- a. The roofing material is failing, allowing for water intrusion which is contrary to code.
 - b. Windows are failing, allowing for water intrusion which is contrary to code.
 - c. Exterior walls should be repaired and repainted.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Steel lintels should be protected from rusting per code.
- 2. Concrete block should be repaired/replaced to prevent water intrusion per code.
- 3. Accessible parking should be created per code.
- 4. A code required accessible route into the building should be created.
- 5. The restroom does not comply with the accessibility code.
- 6. The lighting does not comply with code.
- 7. The electrical wiring system does not comply with code.
- 8. The HVAC system does not comply with code.
- 9. The damaged flooring should be repaired to create a code required unimpeded means for emergency egress.
- 10. Thresholds should be modified to comply with code.
- 11. Door hardware does not comply with code.
- 12. Code required fire caulking should be installed.
- 13. There is no code required smoke detector system.
- 14. There is no code required emergency exit signage system.
- 15. There is no code required emergency lighting system.
- 16. There is no code required emergency notification system.
- 17. There is no code required building sprinkler system.
- 18. Failed windows should be replaced to prevent water intrusion per code.
- 19. Failed roofing material should be replaced to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This building was most recently used as an automotive repair garage. There is no code required accessible parking or accessible route into the building. The restroom does not comply with code. The electrical wiring and lighting systems do not comply with code. Interior walls and ceiling should be repaired and repainted. A code required accessible route to all levels of the building should be created. The HVAC system does not comply with code. There are no code required life safety systems including smoke detectors, emergency lighting, notification and exiting, and building sprinklers. The exterior and interior block and mortar are failing, allowing for water intrusion which is contrary to code. Exterior walls should be repainted. The roofing material and windows are failing, allowing for water intrusion which is contrary to code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

M:\23Proj\230805\300 Design\Reports\Building Reports\A - 7700 Portland Ave So Building Report Redevelopment District.docx

Portland Avenue South Redevelopment TIF District

Replacement Cost Report

RSMeans data
from BORDIAN

Square Foot Cost Estimate Report

Date: 10/25/2023

Estimate Name: 7700 Portland Avenue South

Building Type: Garage, Repair with Cast in Place Concrete / Steel Joists

Location: RICHFIELD, MN

Story Count: 1

Story Height (L.F.): 14.00

Floor Area (S.F.): 2200

Labor Type: OPN

Basement Included: No

Data Release: Year 2023 Quarter 4

Cost Per Square Foot: \$189.74

Building Cost: \$417,424.71



Costs are derived from a building model with basic components.
Scope differences and market conditions can cause costs to vary significantly.

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		17.42%	\$28.74	\$63,228.42
A1010	Standard Foundations			\$16.79	\$36,937.32
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	220		\$10.43	\$22,949.96
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	242		\$6.36	\$13,987.36
A1030	Slab on Grade			\$11.55	\$25,412.64
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	2200		\$11.55	\$25,412.64
A2010	Basement Excavation			\$0.40	\$878.46
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	2200		\$0.40	\$878.46
B	Shell		40.38%	\$66.62	\$146,563.99
B1020	Roof Construction			\$8.99	\$19,787.92
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	2200		\$8.99	\$19,787.92
B2010	Exterior Walls			\$32.40	\$71,284.01
B20101014000	Concrete wall, reinforced, 8' high, 8" thick, plain finish, 3000 PSI	2464		\$32.40	\$71,284.01
B2020	Exterior Windows			\$6.88	\$15,131.48
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	10.27		\$6.88	\$15,131.48
B2030	Exterior Doors			\$6.49	\$14,272.88
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	0.66		\$1.02	\$2,234.43
B20302204450	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening	3.21		\$5.47	\$12,038.45
B3010	Roof Coverings			\$11.86	\$26,087.70
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	2200		\$4.04	\$8,888.40
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	2200		\$2.70	\$5,934.65
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	220		\$3.96	\$8,719.93
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	220		\$1.16	\$2,544.72
C	Interiors		9.14%	\$15.08	\$33,185.79
C1010	Partitions			\$5.32	\$11,695.51
C10101022300	Lightweight block 4" thick	462		\$1.87	\$4,116.73
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	616		\$3.44	\$7,578.78
C1020	Interior Doors			\$0.38	\$833.69
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	0.73		\$0.38	\$833.69
C1030	Fittings			\$1.17	\$2,584.28
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	1		\$1.17	\$2,584.28
C3010	Wall Finishes			\$5.87	\$12,905.16
C30102202000	2 coats paint on masonry with block filler	2464		\$4.32	\$9,509.07
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	880		\$0.85	\$1,871.52
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	880		\$0.69	\$1,524.57

C3020	Floor Finishes			\$1.68	\$3,693.71
C30204100940	Concrete topping, hardeners, metallic additive, minimum	1980		\$1.46	\$3,211.70
C30204101580	Vinyl, composition tile, minimum	220		\$0.22	\$482.01
C3030	Ceiling Finishes			\$0.67	\$1,473.44
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	220		\$0.67	\$1,473.44
D	Services		33.06%	\$54.55	\$119,999.81
D2010	Plumbing Fixtures			\$4.10	\$9,027.75
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	0.75		\$1.39	\$3,056.25
D20102102000	Urinal, vitreous china, wall hung	0.37		\$0.30	\$655.16
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	0.75		\$0.72	\$1,593.79
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.37		\$1.22	\$2,686.58
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.37		\$0.47	\$1,035.97
D2020	Domestic Water Distribution			\$0.88	\$1,933.74
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	0.37		\$0.88	\$1,933.74
D2040	Rain Water Drainage			\$8.40	\$18,490.33
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	1.12		\$2.72	\$5,979.98
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$5.69	\$12,510.35
D3050	Terminal & Package Units			\$11.32	\$24,902.37
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	2200		\$11.32	\$24,902.37
D3090	Other HVAC Systems/Equip			\$3.43	\$7,544.05
D30903201040	Garage, single exhaust, 3" outlet, cars & light trucks, 1 bay	1		\$3.43	\$7,544.05
D4010	Sprinklers			\$6.35	\$13,971.69
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	2200		\$6.35	\$13,971.69
D4020	Standpipes			\$1.58	\$3,467.12
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.22		\$1.44	\$3,168.40
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.09		\$0.14	\$298.72
D5010	Electrical Service/Distribution			\$2.72	\$5,990.22
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$1.69	\$3,714.80
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.86	\$1,902.12
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.17	\$373.30
D5020	Lighting and Branch Wiring			\$11.61	\$25,540.28
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	2200		\$2.68	\$5,904.05
D50201350280	Miscellaneous power, 1 watt	2200		\$0.36	\$801.26
D50201400240	Central air conditioning power, 3 watts	2200		\$0.79	\$1,738.33
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	2200		\$7.77	\$17,096.64
D5030	Communications and Security			\$4.07	\$8,962.96
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.22		\$2.42	\$5,333.22
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	0.22		\$1.36	\$2,992.83
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	0.44		\$0.29	\$636.91
D5090	Other Electrical Systems			\$0.08	\$169.30
D50902100280	Generator sets, w/battery, charger, muffler and transfer switch, gas/gasoline operated, 3 phase, 4 wire, 277/480 V, 15 kW	0.22		\$0.08	\$169.30
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00

F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00

SubTotal		100%	\$164.99	\$362,978.01
Contractor Fees (General Conditions,Overhead,Profit)		15.0%	\$24.75	\$54,446.70
Architectural Fees		0.0%	\$0.00	\$0.00
User Fees		0.0%	\$0.00	\$0.00
Total Building Cost			\$189.74	\$417,424.71

Portland Avenue South Redevelopment TIF District

Code Deficiency Cost Report

Parcel A - 7700 Portland Avenue South, Richfield, Minnesota 55423

Parcel ID 053-3402824440006

Building Name or Type

Automotive Repair Garage

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Accessible Parking				
	Create code required accessible parking	\$ 100.00	EA	1	\$ 100.00
	Accessible Routes				
	Create a code required accessible route into the building	\$ 500.00	Lump	1	\$ 500.00
	Restroom				
	Modify restroom to comply with code	\$ 3.58	SF	2,200	\$ 7,876.00
Structural Elements					
	Steel Lintels				
	Protect steel lintels from rusting per code	\$ 750.00	Lump	1	\$ 750.00
	Concrete Masonry Units				
	Repair or replace damaged/missing concrete masonry units to prevent water intrusion per code	\$ 9.95	SF	2,200	\$ 21,890.00
Exiting					
	Flooring				
	Repair/replace damaged flooring to create an unimpeded means for emergency egress per code	\$ 1.68	SF	2,200	\$ 3,696.00
	Thresholds				
	Modify thresholds to comply with code for maximum height	\$ 500.00	Lump	1	\$ 500.00
	Door Hardware				
	Install code compliant door hardware	\$1,250.00	Lump	1	\$ 1,250.00
	Emergency Exit Signs				
	Install code required emergency exit signs	\$1,250.00	SF	3	\$ 3,750.00
	Emergency Notification System				
	Install a code required emergency notification system	\$ 1.36	SF	2,200	\$ 2,992.00
Fire Protection					
	Fire Caulking				
	Install code required fire caulking	\$ 0.15	SF	2,200	\$ 330.00
	Smoke Detectors				
	Install code required smoke detectors	\$ 2.42	SF	2,200	\$ 5,324.00
	Building Sprinkler Systems				
	Install a code required building sprinkler system	\$ 7.93	SF	2,200	\$ 17,446.00

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Exterior Construction					
	Windows				
	Replace failed windows to prevent water intrusion per code	\$ 6.88	SF	2,200	\$ 15,136.00
Roof Construction					
	Roofing Materials				
	Remove failed roofing material and replace to prevent water intrusion per code	\$ 11.86	SF	2,200	\$ 26,092.00
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.32	SF	2,200	\$ 24,904.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 6.55	SF	2,200	\$ 14,410.00
	Install a code compliant electrical lighting system	\$ 7.77	SF	2,200	\$ 17,094.00
Total Code Improvements					\$ 164,040

Portland Avenue South Redevelopment TIF District | Parcel A



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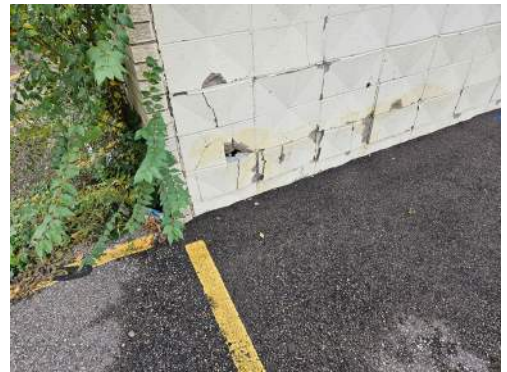
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Portland Avenue South Redevelopment TIF District | Parcel A



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Portland Avenue South Redevelopment TIF District | Parcel A



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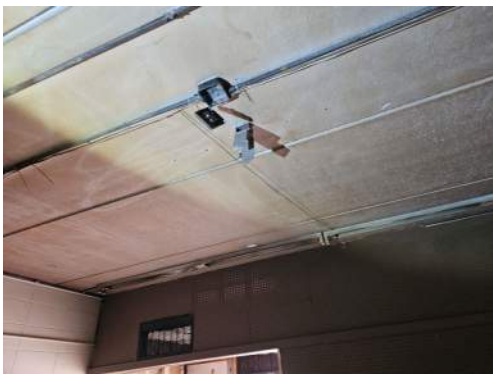
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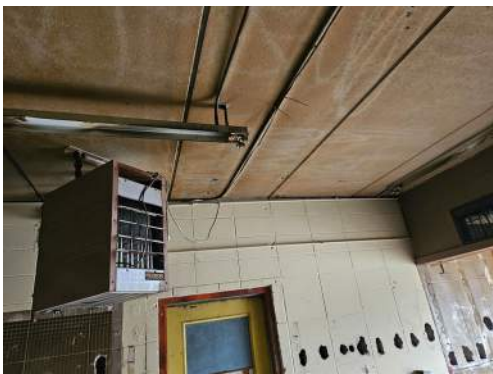
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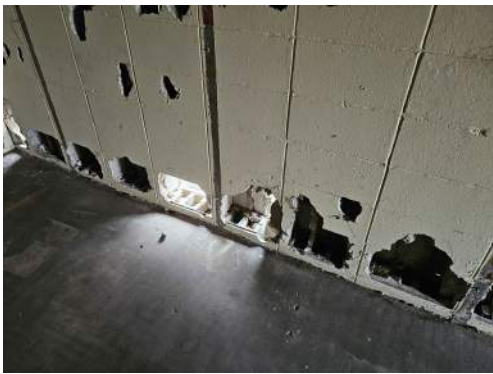
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Portland Avenue South Redevelopment TIF District | Parcel A



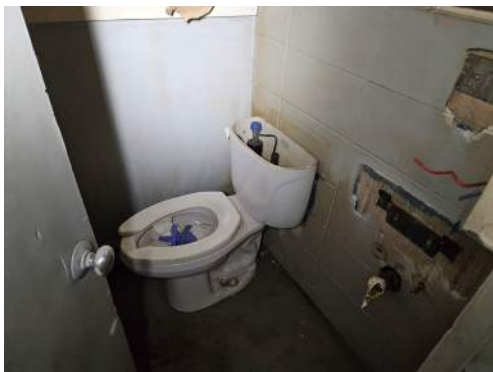
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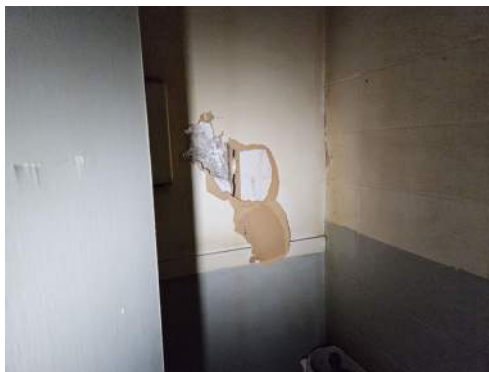
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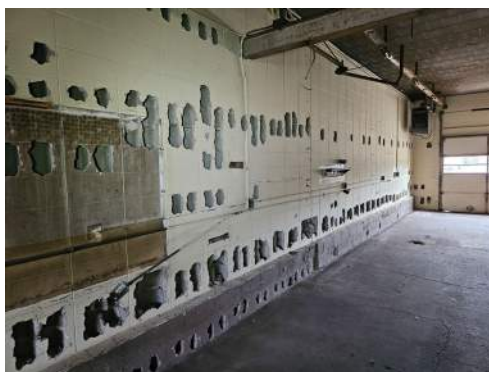
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Portland Avenue South Redevelopment TIF District | Parcel A



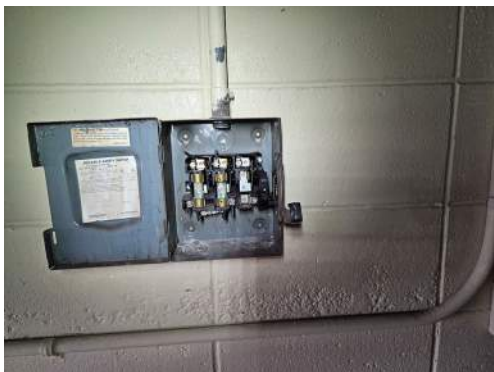
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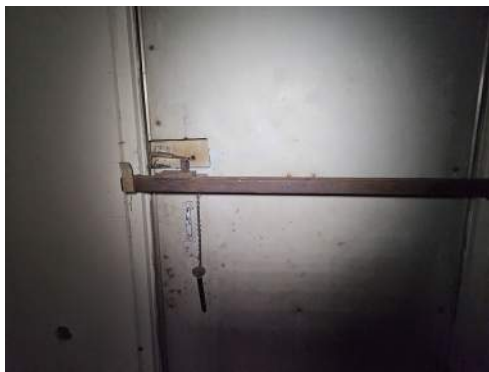
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Portland Avenue South Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel B

Automotive Repair Garage

Address:	7730 Portland Avenue South, Richfield, Minnesota 55423
Parcel ID:	053-3402824440007
Inspection Date(s) & Time(s):	October 25, 2023, 11:50 am
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	<p>It is our professional opinion that this building is Substandard because:</p> <ul style="list-style-type: none">- Substantial renovation is required to correct Conditions found.- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	\$863,626
Estimated Cost to Correct Building Code Deficiencies:	\$355,708
Percentage of Replacement Cost for Building Code Deficiencies:	41.2%

DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.
2. Exterior wall concrete block and mortar should be repaired/replaced to prevent water intrusion per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no code required accessible parking.
 - b. There is no code required accessible route into the building.
 - c. The restroom is not code compliant for accessibility.
2. Light and Ventilation
 - a. Lighting does not comply with code.
 - b. The electrical wiring system does not comply with code.
 - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
 - a. Thresholds do not comply with code for maximum height.
 - b. The flooring is damaged creating an impediment to emergency egress which is contrary to code.
 - c. Door hardware does not comply with code.
 - d. There is no code required accessible route to all levels of the building
 - e. There is no code required smoke detector system in the building.
 - f. There is no code required emergency exit signage in the building.

- g. There is no code required emergency lighting system in the building.
 - h. There is no code required emergency notification system in the building.
 - i. There is no code required building sprinkler system.
 - j. There is no code required fire caulking at through wall and ceiling penetrations.
4. Layout and Condition of Interior Partitions/Materials
- a. The interior walls and ceilings should be repaired/repainted.
5. Exterior Construction
- a. The roofing material is failing, allowing for water intrusion which is contrary to code.
 - b. Windows are failing, allowing for water intrusion which is contrary to code.
 - c. Exterior walls should be repainted.

DESCRIPTION OF CODE DEFICIENCIES

- 1. Code required accessible parking should be created.
- 2. A code required accessible route into the building should be created.
- 3. There is no code compliant accessible route to all levels of the building.
- 4. The restroom does not comply with accessibility code.
- 5. The lighting does not comply with code.
- 6. The electrical wiring system does not comply with code.
- 7. The HVAC system does not comply with code.
- 8. Thresholds do not comply with code for maximum height.
- 9. Door hardware does not comply with code.
- 10. Flooring should be prepared to create an unimpeded means for emergency egress to comply with code.
- 11. There is no code required smoke detector system.
- 12. There is no code required emergency exit signage system.
- 13. There is no code required emergency lighting system.
- 14. There is no code required emergency notification system.
- 15. There is no code required building sprinkler system.
- 16. There is no code required fire caulking.
- 17. Steel lintels should be protected from rusting per code.
- 18. Exterior block and mortar should be repaired/replaced to prevent water intrusion per code.
- 19. Failed windows should be replaced to prevent water intrusion per code.
- 20. Failed roofing material should be replaced to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This building was most recently used as an automotive repair garage. There is no code required accessible parking or accessible route into the building. The restroom does not comply with code. The electrical wiring and lighting systems do not comply with code. Interior walls and ceiling should be repaired and repainted. A code required accessible route to all levels of the building should be created. The HVAC system does not comply with code. There are no code required life safety systems including smoke detectors, emergency lighting, notification and exiting, and building sprinklers. The exterior block and mortar are failing, allowing for water intrusion which is contrary to code. The roofing material and windows are failing, allowing for water intrusion which is contrary to code. Exterior walls should be repainted.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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Portland Avenue South Redevelopment TIF District


Replacement Cost Report

RSMeans data
from **BORDIAN**

Square Foot Cost Estimate Report

Date:

10/25/2023

Estimate Name:	7730 Portland Avenue South	
Building Type:	Garage, Repair with Concrete Block / Steel Joists	
Location:	RICHFIELD, MN	 <p>Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.</p>
Story Count:	1	
Story Height (L.F.):	21	
Floor Area (S.F.):	5600	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2023 Quarter 4	
Cost Per Square Foot:	\$154.22	
Building Cost:	\$863,626.41	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		17.09%	\$22.92	\$128,373.07
A1010	Standard Foundations			\$10.97	\$61,450.27
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	366		\$6.82	\$38,180.39
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	402.6		\$4.16	\$23,269.88
A1030	Slab on Grade			\$11.55	\$64,686.72
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	5600		\$11.55	\$64,686.72
A2010	Basement Excavation			\$0.40	\$2,236.08
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	5600		\$0.40	\$2,236.08
B	Shell		36.54%	\$49.00	\$274,426.50
B1020	Roof Construction			\$8.99	\$50,369.26
B10201162500	Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load	5600		\$8.99	\$50,369.26
B2010	Exterior Walls			\$16.80	\$94,096.62
B20101116280	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted	6148.8		\$16.80	\$94,096.62
B2020	Exterior Windows			\$6.74	\$37,759.91
B20201066650	Windows, aluminum, sliding, standard glass, 5' x 3'	25.62		\$6.74	\$37,759.91
B2030	Exterior Doors			\$6.38	\$35,729.04
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	1.68		\$1.02	\$5,687.63
B20302204450	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening	8.01		\$5.36	\$30,041.41
B3010	Roof Coverings			\$10.08	\$56,471.67
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	5600		\$4.04	\$22,625.01
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	5600		\$2.70	\$15,106.39
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	366		\$2.59	\$14,506.79
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	366		\$0.76	\$4,233.48
C	Interiors		10.65%	\$14.29	\$80,003.58
C1010	Partitions			\$5.32	\$29,770.37
C10101022300	Lightweight block 4" thick	1176		\$1.87	\$10,478.94
C10101046000	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	1568		\$3.44	\$19,291.43
C1020	Interior Doors			\$0.38	\$2,122.13
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	1.87		\$0.38	\$2,122.13
C1030	Fittings			\$0.46	\$2,584.28
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	1		\$0.46	\$2,584.28
C3010	Wall Finishes			\$5.78	\$32,374.06
C30102202000	2 coats paint on masonry with block filler	6148.8		\$4.24	\$23,729.45
C30102300320	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	2240		\$0.85	\$4,763.88
C30102300340	Painting, masonry or concrete, latex, brushwork, addition for block filler	2240		\$0.69	\$3,880.73

C3020	Floor Finishes			\$1.68	\$9,402.17
C30204100940	Concrete topping, hardeners, metallic additive, minimum	5040		\$1.46	\$8,175.23
C30204101580	Vinyl, composition tile, minimum	560		\$0.22	\$1,226.94
C3030	Ceiling Finishes			\$0.67	\$3,750.57
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	560		\$0.67	\$3,750.57
D	Services		35.71%	\$47.89	\$268,176.34
D2010	Plumbing Fixtures			\$4.10	\$22,979.70
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	1.9		\$1.39	\$7,779.54
D20102102000	Urinal, vitreous china, wall hung	0.95		\$0.30	\$1,667.67
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	1.9		\$0.72	\$4,056.92
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.95		\$1.22	\$6,838.57
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.95		\$0.47	\$2,637.00
D2020	Domestic Water Distribution			\$0.88	\$4,922.25
D20202202260	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	0.95		\$0.88	\$4,922.25
D2040	Rain Water Drainage			\$4.95	\$27,732.12
D20402106200	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	2.86		\$2.72	\$15,221.77
D20402106240	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	102		\$2.23	\$12,510.35
D3050	Terminal & Package Units			\$11.32	\$63,387.86
D30501503120	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	5600		\$11.32	\$63,387.86
D3090	Other HVAC Systems/Equip			\$1.96	\$10,948.05
D30903201040	Garage, single exhaust, 3" outlet, cars & light trucks, 1 bay	1		\$1.35	\$7,544.05
D30903201060	Garage, single exhaust, 3" outlet, additional bays up to seven bays	2		\$0.61	\$3,404.00
D4010	Sprinklers			\$6.35	\$35,564.31
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	5600		\$6.35	\$35,564.31
D4020	Standpipes			\$1.58	\$8,825.41
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.56		\$1.44	\$8,065.02
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.22		\$0.14	\$760.39
D5010	Electrical Service/Distribution			\$1.07	\$5,990.22
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1		\$0.66	\$3,714.80
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	30		\$0.34	\$1,902.12
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.03		\$0.07	\$373.30
D5020	Lighting and Branch Wiring			\$11.61	\$65,011.64
D50201100280	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF	5600		\$2.68	\$15,028.50
D50201350280	Miscellaneous power, 1 watt	5600		\$0.36	\$2,039.58
D50201400240	Central air conditioning power, 3 watts	5600		\$0.79	\$4,424.84
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	5600		\$7.77	\$43,518.72
D5030	Communications and Security			\$4.07	\$22,814.78
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.56		\$2.42	\$13,575.46
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	0.56		\$1.36	\$7,618.10
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	1.12		\$0.29	\$1,621.22
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$134.10	\$750,979.49
Contractor Fees (General Conditions,Overhead,Profit)			15.0%	\$20.12	\$112,646.92
Architectural Fees			0.0%	\$0.00	\$0.00
User Fees			0.0%	\$0.00	\$0.00
Total Building Cost				\$154.22	\$863,626.41

Portland Avenue South Redevelopment TIF District

Code Deficiency Cost Report

Parcel B - 7730 Portland Avenue South, Richfield, Minnesota 55423

Parcel ID 053-3402824440007

Building Name or Type

Automotive Repair Garage

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Accessible Parking

Create code required accessible parking	\$ 100.00	EA	1	\$	100.00
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Accessible Routes

Create a code required accessible route into the building	\$ 500.00	Lump	1	\$	500.00
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Create a code required accessible route to all levels of the building	\$2,500.00	Lump	1	\$	2,500.00
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Restroom

Modify restroom to comply with code	\$ 3.58	SF	5,600	\$	20,048.00
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Structural Elements

Steel Lintels

Protect steel lintels from rusting per code	\$1,250.00	Lump	1	\$	1,250.00
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Concrete Masonry Units

Repair or replace damaged/missing concrete masonry units to prevent water intrusion per code	\$ 3.25	SF	5,600	\$	18,200.00
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Exiting

Flooring

Repair/replace damaged flooring to create an unimpeded means for emergency egress per code	\$ 1.68	SF	5,600	\$	9,408.00
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Thresholds

Modify thresholds to comply with code for maximum height	\$1,000.00	Lump	1	\$	1,000.00
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Door Hardware

Install code compliant door hardware	\$1,500.00	Lump	1	\$	1,500.00
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Emergency Exit Signs

Install code required emergency exit signs	\$1,250.00	EA	5	\$	6,250.00
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Emergency Notification System

Install a code required emergency notification system	\$ 1.36	SF	5,600	\$	7,616.00
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Fire Protection

Fire Caulking

Install code required fire caulking	\$ 0.15	SF	5,600	\$	840.00
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Smoke Detectors

Install code required smoke detectors	\$ 2.42	SF	5,600	\$	13,552.00
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Building Sprinkler Systems

Install a code required building sprinkler system	\$ 7.93	SF	5,600	\$	44,408.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Exterior Construction					
	Windows				
	Replace failed windows to prevent water intrusion per code	\$ 6.74	SF	5,600	\$ 37,744.00
Roof Construction					
	Roofing Materials				
	Remove failed roofing material and replace to prevent water intrusion per code	\$ 10.08	SF	5,600	\$ 56,448.00
Mechanical - Electrical					
	Mechanical				
	Install a code compliant HVAC system	\$ 11.32	SF	5,600	\$ 63,392.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 4.90	SF	5,600	\$ 27,440.00
	Install a code compliant electrical lighting system	\$ 7.77	SF	5,600	\$ 43,512.00
Total Code Improvements					\$ 355,708

Portland Avenue South Redevelopment TIF District | Parcel B



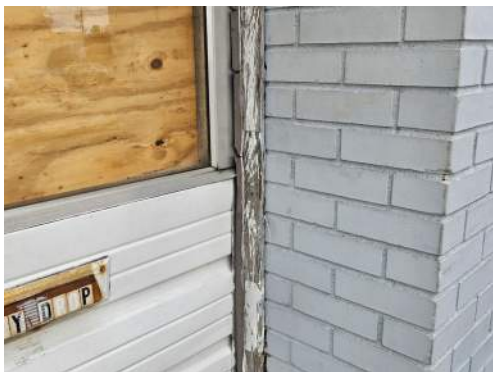
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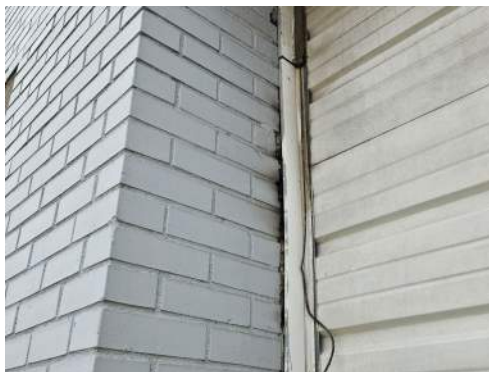
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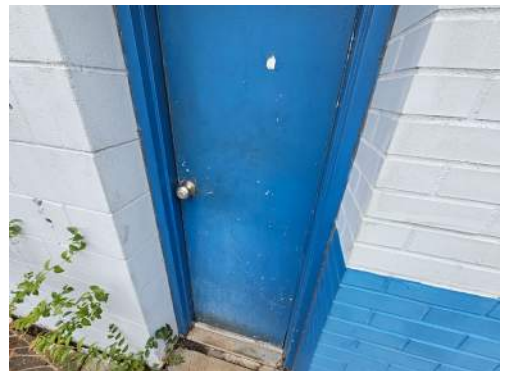
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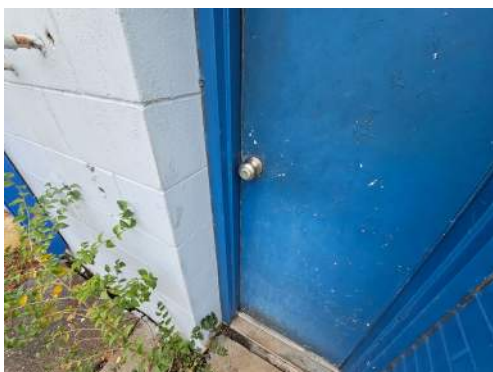
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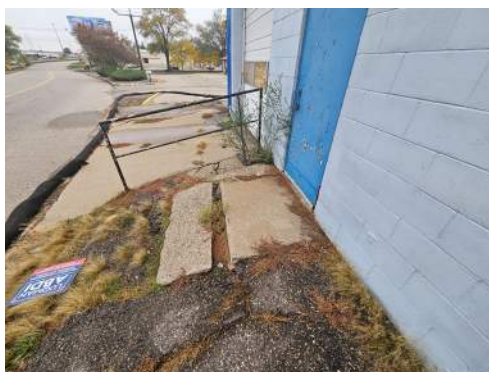
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Portland Avenue South Redevelopment TIF District | Parcel B



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Portland Avenue South Redevelopment TIF District | Parcel B



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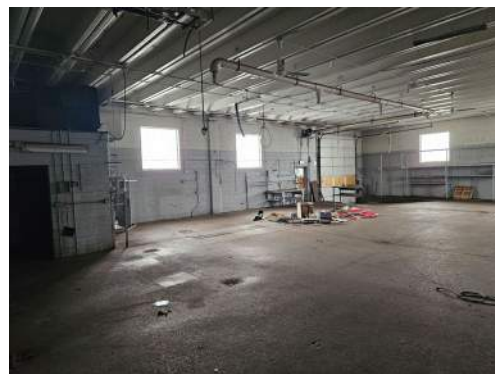
Portland Avenue South Redevelopment TIF District | Parcel B



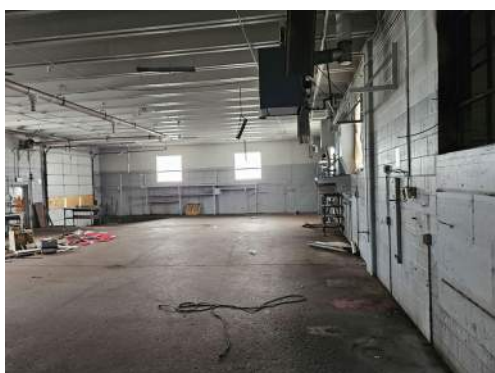
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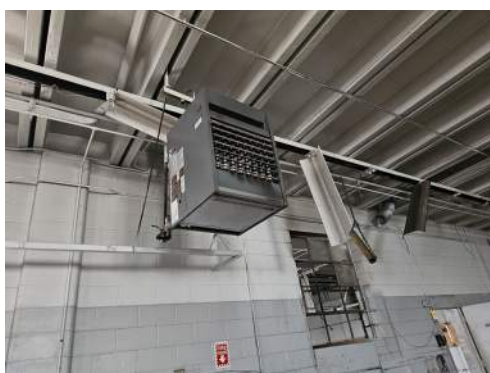
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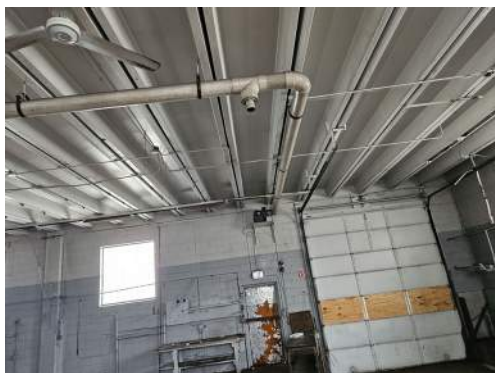
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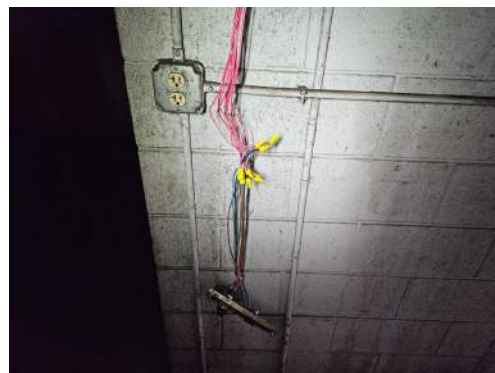
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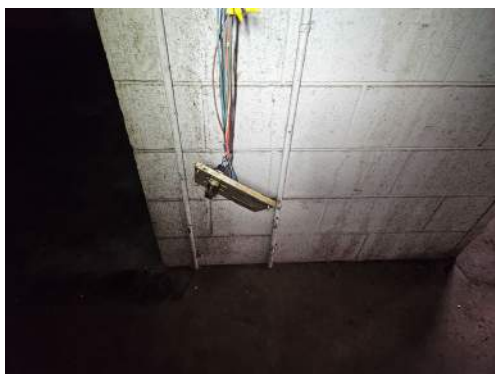
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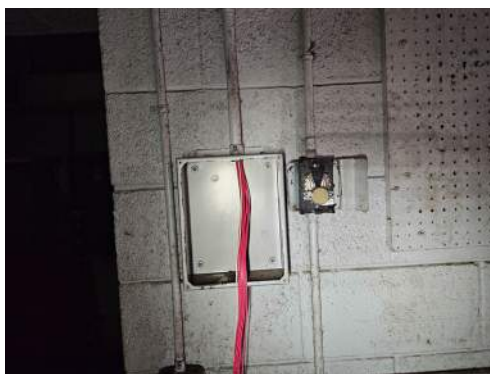
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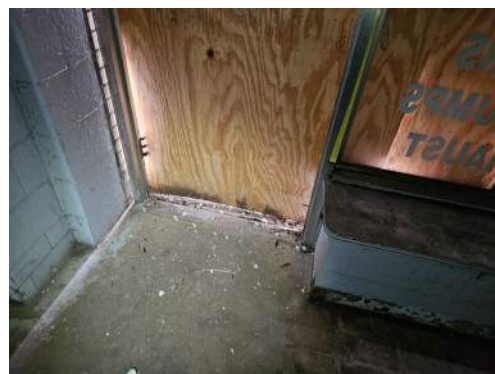
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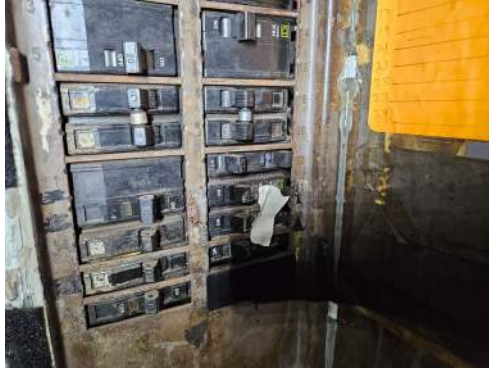


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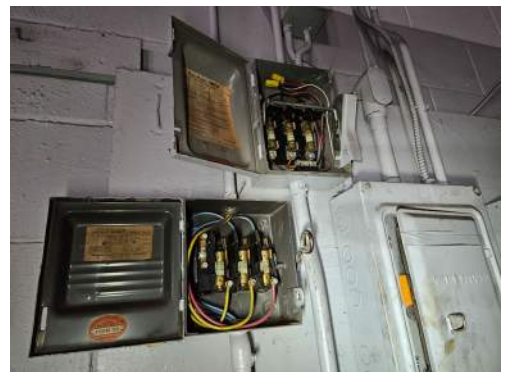
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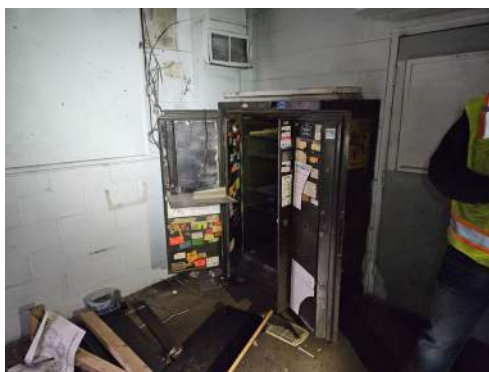
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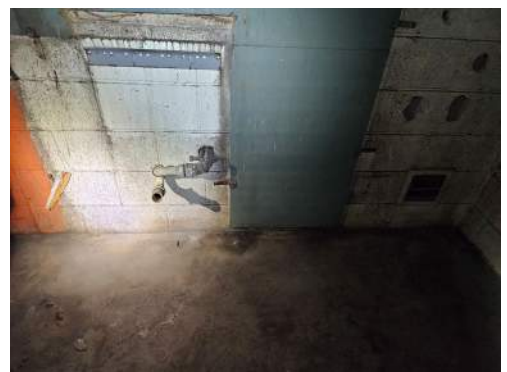
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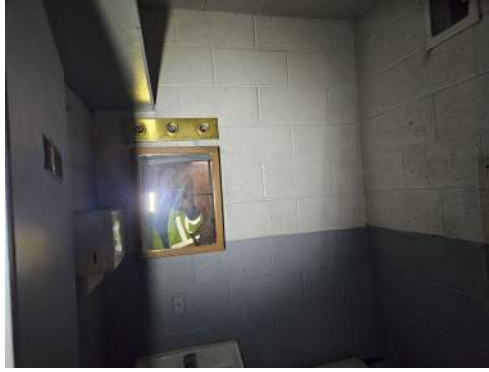


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Portland Avenue South Redevelopment TIF District | Parcel B



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STAFF REPORT NO. 147
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Karl Huemiller, Interim Recreation Services Director
Karl Huemiller
11/6/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
11/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the mutual termination rental agreement between the City of Richfield and the MN Whitecaps Professional Women's hockey team.

EXECUTIVE SUMMARY:

We were able to come to agreement to terminate the current rental agreement between the City of Richfield and the Minnesota Whitecaps. Highlights of the attached mutual termination rental agreement:

- Whitecaps organization will pay two years worth of rent to exit the agreement totaling \$99,984
- Current rental agreement will terminate effective November 15th, 2023
- Whitecaps will no longer have any ice rental, advertising, and alcohol sales rights.

RECOMMENDED ACTION:

By Motion: Approve the mutual termination rental agreement between the City of Richfield and the MN Whitecaps.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

About the Minnesota Whitecaps

The Minnesota Whitecaps were a professional women's ice hockey team based in Minneapolis, Minnesota and competing in the Premier Hockey Federation (formerly the National Women's Hockey League). The Whitecaps were the PHF's first expansion team, joining the league in the 2018-19 season after operating as an independent team since 2004. Minnesota won the league championship, the Isobel Cup, in their first season in the PHF.

About the Premier Hockey Federation

The PHF was a women's professional ice hockey league in the United States and Canada that operated from until June 2023.. Established in 2015 as the National Women's Hockey League, the NWHL rebranded to become the PHF in 2021 and maintains the mission to provide strong role models and fuel the continued growth of the sport. The league was made up of the Boston Pride, Buffalo Beauts, Connecticut Whale, Metropolitan Riveters, Minnesota Whitecaps, and the Toronto Six, who all competed annually for the Isobel Cup.

The Professional Women's Hockey Players Association and Premier Hockey Federation are merging to form a single league. The PWHL is fully funded by Dodgers co-owner Mark Walter and his wife, Kimbra. The Mark Walter Group purchased assets of the Premier Hockey Federation (PHF) in June to effectively dissolve that league in order to launch the Professional Women's Hockey League (PWHL) as the only pro women's hockey

league in North America.

The PHF ceased operations on June 29, 2023. On August 29, 2023, the organization announced the creation of the PWHL.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Richfield supports programs to make hockey and skating inclusive for underrepresented communities like hosting the Whitecaps. It is unfortunate for Richfield that changes at the league level resulted in the team playing in a bigger venue but a positive development for the region. We continue to support inclusive programs like the City's partnership with Mosaic Hockey Collective which has had participation double in the past two years and the Little Spartans Hockey program, partnering with Fortis Academy to provide affordable opportunities for Richfield youth to play hockey.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Contracts require Council approval.

D. CRITICAL TIMING ISSUES:

The Minnesota Whitecaps are no longer operating a business and the city will need to find a new lessee for the locker room space.

E. FINANCIAL IMPACT:

The locker room project was funded by an internal loan in the amount of \$600,000 and is being paid back by rental payments received by the Lease owners starting with the Minnesota Magicians and, more recently, the Minnesota Whitecaps. There's currently four years remaining on the internal loan and this will agreement will cover two of them.

F. LEGAL CONSIDERATION:

The City Attorney has reviewed and prepared the agreement.

ALTERNATIVE RECOMMENDATION(S):

Delay or reject approval of the mutual termination rental agreement, which could impact the city's ability to sell the ice time.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
❑ Whitecaps agreement	Contract/Agreement
❑ Mutual Termination Agreement	Cover Memo

AMENDED RENTAL AGREEMENT

This amended rental agreement is made this ____ day of May, 2022, by and between THE CITY OF RICHFIELD ("Landlord") and NLTT Hockey Ventures, LLC operating as the Minnesota Whitecaps ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant desire to enter into a Rental Agreement for ice facilities; and

Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follow:

ARTICLE I.

Rented Premises

1.1 Landlord does hereby rent demise, and let unto Tenant, and Tenant does hereby hire and take from Landlord, upon the terms and conditions set forth herein (the Rental Agreement), the premises shown cross-hatched on Exhibit A attached hereto and incorporated herein, consisting of 2,000 square feet of locker room space (Rented Premises), located on the level of the Richfield Ice Arena Building located at 636 East 66th Street situated in the City of Richfield, Hennepin County, Minnesota (the "Building").

ARTICLE II.

Term

2.1. The term of the Rental Agreement shall commence on May ____, 2022 (the Commencement Date), and shall consist of three (3) five-year intervals and shall terminate on April 30, 2038. Either party may terminate the Agreement at the end of each five-year interval upon giving a written 90-day notice to the other party. Unless notice to terminate is given, the Agreement will automatically extend for the next five-year interval.

2.2. If, at the termination of this Rental Agreement for reasons other than default or breach by Tenant, Landlord decides to rent the Rented Premises to a third party, Tenant shall have the right, for a period of one year after the termination date, to match or exceed any proposed and/or actual Rental Agreement for the Rented Premises which is acceptable to the Landlord, and if the Tenant elects in writing within 15 days of the date of receipt of the proposed and/or actual Rental Agreement, then the parties hereto shall execute such a rental agreement.

ARTICLE III.

Rent

3.1 Tenant shall pay to Landlord as the "Base Rent" monthly rent in the amount of \$4,166.00 per month. Said Base Rent shall be payable in advance, on or before the first (1st) day of each and every month, commencing on the Commencement Date, and continuing during the Term.

ARTICLE IV.

Nonpayment

4.1 Except as otherwise expressly provided herein, Tenant covenants and agrees

that if at any time it fails to pay any amount required by the Rental Agreement, or to obtain, pay for, maintain, or deliver any of the insurance policies herein provided for, or fails to make any other payment or perform any other act required to be made or performed by the Rental Agreement, then Landlord, without notice to or demand upon Tenant, without waiving or releasing Tenant from any obligation of Tenant contained in the Rental Agreement, and without any obligation to do so, may effect any such insurance coverage and pay premiums therefor and may make any other payment or perform any other act on the part of Tenant to be made and performed as provided in the Rental Agreement, in such manner and to such extent as Landlord may deem reasonably desirable, and in exercising such right to pay necessary and incidental costs and expenses. All sums so paid by Landlord and all necessary and any such act by Landlord, together with interest thereon at the maximum rate permitted by law, whichever is less, from the date of making of such expenditure by Landlord, shall be payable to Landlord as Additional Rent, and except as otherwise provided for in the Rental Agreement, shall be payable on demand or at the option of Landlord may be added to any monthly rental then due or thereafter becoming due under the Rental Agreement. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any right or remedy of Landlord) the same rights and remedies in the event of nonpayment by Tenant as in the case of default by Tenant in payment of rent.

ARTICLE V.

Ice Rental, Concessions, and Alcohol Sales

5.1 As part of this agreement, Landlord will provide Tenant free ice time for games each year between October 1st and May 15th (20 weekend games a year, Saturday nights at 7:00PM and Sunday mid-afternoons between the start time of Noon-2:00PM. Game warm-up ice will need to be ready 40 minutes before game time. Landlord reserves the right to exclusively operate the concessions out of the existing concession facility during all games. The ice time in this section applies only to the Minnesota Whitecaps of the Premier Hockey Federation.

5.2 Landlord will provide free practice ice time for Tenant each year between September 1 and May 15th during non-prime hours and for up to three (3) 75 minute slots during prime time hours as defined in section 5.3. The Tenant will also need a few morning sessions each week during the season. The ice time in this section applies only to Minnesota Whitecaps of the Premier Hockey Federation.

5.3 The Landlord will hold sole concession rights in the lobby concession stand. The Tenant MN Whitecaps will have the rights to bring in food/pizza to set up areas in the seating arena for group seating events/party decks.

5.4 The Tenant will hold sole alcohol rights in Rink One during Whitecap games in accordance with State Statutes.

ARTICLE VI.

Utilities and Maintenance Expense

6.1. Tenant shall pay its pro rata share of all charges for electricity, light, air conditioning and power with the rented premises and the charges thereof shall be deemed additional rent. Because the Rented premises are not metered separately, the prorated share shall be \$1,600 per year, subject to a 2% increase per year beginning January 1, 2023, and

payable in two annual payments on August 1 and February 1.

ARTICLE VII.

Repairs, Cleaning, Maintenance and Alterations

7.1 Tenant shall perform regular cleaning duties to the Rented Premises. Tenant, during the Term and at Tenant's expense, will keep the Rented Premises and appurtenances and every part thereof in good order, condition, cleanliness, and repair, including, without limitation, the maintenance, repair, and replacement, if necessary, of all interior walls, partitions, doors, and windows, including the regular painting thereof. Tenant shall promptly notify Landlord of any necessary maintenance, repairs, or replacements. Landlord will arrange repairs that are covered under construction warranty of the Rented Premises. When used in this provision, the term repairs shall include replacements or renewals when necessary, and all such repairs made by the Tenant shall be equal in quality and class to the original work. If Tenant does not keep and maintain the Rented Premises as herein provided, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord, as Additional Rent, the cost thereof forthwith, plus interest at the rate of 10% per annum from the date of making such expenditure by Landlord, upon being billed for the same. All damage or injury to the Rented Premises and to its fixtures, appurtenances, and equipment caused by Tenant moving property in or out of the Rented Premises or by installation, removal of furniture, fixtures, equipment, or other property by Tenant, its agents, contractors, servants, or employees, or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other causes of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored, or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. If Tenant fails to make such repairs, restorations, or replacements, the same may be made by Landlord and the same shall be at the expense of Tenant and collectible as Additional Rent or otherwise, and shall be paid by Tenant to Landlord within five (5) days after rendition of a bill or statement therefor.

7.2 A list of initial improvements by Tenant includes signage replacement, cleaning, painting, floor update and other equipment installation as needed in the locker room. Except as otherwise provided herein, no additional improvements, alterations, or replacements shall be made to the Rented Premises or any portion thereof without the prior written consent of Landlord. Such written consent will indicate the owner of such improvements, alterations and replacements if removed from the rented premises or building after termination of the rental agreement.

7.3 Notwithstanding any other provision contained herein to the contrary, Landlord shall repair, at its expense, the structural portions of the Building; provided, however, where structural repairs are required to be made by reason of the acts of Tenant, the costs thereof shall be borne by Tenant and payable by Tenant to Landlord upon demand.

7.4 Landlord covenants to Tenant that it will continue to reasonably provide for the removal of snow from the parking lot and sidewalks and for the maintenance and repair work on the building exterior all for the benefit of users of the building, including Tenant.

ARTICLE VIII.

Insurance

8.1 Landlord shall at all times during the Term keep the Building insured against loss or damage by fire and against those perils included from time to time in the standard form of

extended coverage insurance endorsement, including but without limiting the generality of the foregoing, wind storm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, and smoke damage, and such other coverage as may be deemed necessary by Landlord.

8.2 Tenant shall insure the contents of the Rented Premises owned by Tenant, for the benefit of Tenant, against loss or damage by fire, windstorm, or other casualty for such amount as Tenant may desire.

8.3 Mutual Waiver of Subrogation. Landlord and Lessee hereby waive any and all rights of recovery against each other for any loss or damage to the Rented Premises and/or the Building or the contents contained therein on account of fire or other casualty or for injuries sustained on the Rented Premises and/or the Building, provided such loss or damage is insured under a policy carried by Lessor or Lessee at the time of such loss or damage. The aforesaid policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation on behalf of the respective insurance carriers.

8.4. Tenant shall also, as Additional Rent hereunder and at Tenant's sole cost and expense, but for the mutual benefit of Landlord and Tenant, as named insureds, maintain during the Term (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Rented Premises, and on, in, or about the adjoining lands, such insurance to afford protection to the limit of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in respect to injury or death to a single person, and to the limit of not less than one Million and no/100 Dollars (\$1,000,000.00) in respect to any one (1) accident and to the limit of not less than Three Hundred Thousand and no/100 Dollars (\$300,000.00) in respect to any property damage; and (b) steam boiler insurance on all steam boilers, pressure boilers, or other such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as Landlord may from time to time reasonably require.

8.5 All policies of insurance required to be maintained by Tenant shall be written in companies satisfactory to Landlord, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to Landlord. Such policies shall be delivered to Landlord endorsed "premium paid" by the company or agency issuing the same or accompanied by another evidence satisfactory to Landlord that the premiums thereon have been paid, not less than (10) days prior to the expiration of any then current policy.

ARTICLE IX. Quiet Enjoyment

9.1 Landlord represents and warrants that it is the lawful owner of the Rented Premises; that it has the full right and power to make the Rental Agreement; that if and so long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy, and enjoy the Rented Premises during all of the Term.

ARTICLE X. Destruction By Fire

10.1 If the Building or any portion thereof is damaged or destroyed by fire or other casualty, however or by whomever caused, Landlord shall repair, rebuild, and restore the same with due diligence and dispatch (subject to the approval of the holders of any mortgages

on the Building) so that the Building will be restored to at least the same good order and condition as existed prior to damage or destruction. If more than twenty five percent (25%) of the Rented Premises is damaged or destroyed by fire or other casualty, Landlord shall have the option, in its sole discretion, to decline to rebuild. If Landlord so declines, this Rental Agreement shall terminate as of the date of such damage or destruction. If Landlord elects to repair the Building, and if such damage in the reasonable opinion of the Landlord renders the entire Rented Premises unfit for Tenant's normal business purposes, and Tenant by reason thereof discontinues business in the Rented Premises, Base Rent and Additional Rent shall be abated for a period during which no part of the Rented Premises is fit for such business purposes and during which time Tenant discontinues business. If such damage renders only part of the Rented Premises unfit for Tenant's normal business purposes, Base Rent shall be apportioned on a square foot of Rented Premises area basis and the proportion thereof applicable to each part of the Rented Premises upon which Tenant discontinues its business operations shall be abated for the period during which such part is not fit for Tenant's normal business purposes and during which Tenant discontinues such business operations.

10.2 Tenant will repair and replace all improvements and betterments placed upon the Rented Premises by it, and such repair and replacement shall be made at its own expense and not at the expense of Landlord.

ARTICLE XI.

Assignment and Subletting

11.1 Tenant shall not assign or sublease any of its rights under the Rental Agreement of any part of the Rented Premises without prior written consent from Landlord, which consent shall not be unreasonably withheld by Landlord. No such assignment or subleasing shall in any event relieve Tenant from any of its obligations contained in the Rental Agreement, nor shall any assignment or transfer of the Rental Agreement be effective unless the assignee or transferee shall, at the time of such assignment or transfer, assume in writing all the terms, covenants, and conditions of the Rental Agreement to be performed thereafter by Tenant and shall agree in writing to be bound thereby. Tenant agrees to pay on behalf of Landlord any and all costs of Landlord, including reasonable attorneys' fees occasioned by such assignment or transfer.

ARTICLE XII.

Defaults of Tenant

12.1 If during the Term Tenant shall default in fulfilling any of the covenants of the Rental Agreement (other than the covenants for the payment of Base Rent or Additional Rent), Landlord shall give Tenant notice of any default or of the happening of any contingency referred to in this paragraph, and if at the expiration of twenty (20) days after the service of such notice the default or contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of twenty (20) days, if Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence, Landlord, at its option, may terminate the Rental Agreement, and upon such termination, Tenant will quit and surrender the Rented Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

12.2 If Tenant shall default in the payment of the Base Rent or Additional Rent expressly reserved hereunder, or any part of the same, and such default shall continue for ten

(10) days after notice thereof by Landlord, or if the Rental Agreement shall expire as provided in Paragraph 12.1 of this Article, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter the Rented Premises and remove all persons and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law or by force or otherwise and repossess and enjoy said Rented Premises, together with all additions, alterations and improvements, without reentry and repossession working forfeiture or waiver of the rents to be paid and the covenants to be performed by Tenant during the Term hereof. Upon the expiration of the Term of the Rental Agreement by reason of any of the events described in Paragraph 12.1, or in the event of termination of the Rental Agreement by summary dispossession proceedings or under any provision of law now or hereafter in force by reason of or based upon or arising out of a default under or a breach of the Rental Agreement on the part of Tenant (except where such breach or default is determined by a court of competent jurisdiction to be justified because of Landlord's acts or omissions), or upon Landlord recovering possession of the Rented Premises in the manner or in any of the circumstances whatsoever, whether with or without legal proceedings, by reason of or based upon or arising out of a default under or a breach of the Rental Agreement on the part of Tenant, Landlord may, at its option, at any time and from time to time, relet the Rented Premises, or any part thereof, for the account of Tenant or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Rented Premises, including legal expenses and attorneys, fees, and for putting the same into good order or condition or preparing or altering the same for re-rental and all other expenses, commissions, and charges paid, assumed, or incurred by Landlord in reletting the Rented Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the Term of the Rental Agreement as originally granted or for a longer or shorter period. In any such case or whether or not the Rented Premises, or any part thereof, is relet, Tenant shall pay to Landlord the Base Rent and the Additional Rent required to be paid by Tenant up to the time of such termination of the Rental Agreement, as the case may be, and thereafter, Tenant covenants and agrees, if required by Landlord, to pay to Landlord until the end of the Term of the Rental Agreement the equivalent of the amount of all the Base Rent and Additional Rent reserved herein less the net proceeds of reletting, if any. Landlord shall have the election, in place and stead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as penalty, an aggregate sum which at the time of such termination of the Rental Agreement for such recovery of possession of the Rented Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Base Rent and Additional Rent payable by Tenant hereunder that would have accrued for the balance of the Term, over the aggregate rental value of the Rented Premises for the balance of such Term.

12.3 The specified remedies to which Landlord may resort under the terms of the Rental Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of the Rental Agreement. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of the Rental Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Base Rent or Additional Rent, with knowledge of breach of any covenant hereof (other than the payment of Base Rent or Additional Rent) shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Rental Agreement shall be

deemed to have been made unless expressed in writing and signed by Landlord. In addition to other remedies provided in this Rental Agreement, Landlord shall be entitled to the restraint by injunction for the violation or attempted or threatened violation of the covenants, conditions, or provisions of the Rental Agreement.

**ARTICLE XIII.
Attorneys' Fees**

13.1 If it is necessary for Landlord to retain the services of an attorney at law to enforce any of the terms, covenants, or provisions hereof, or to collect any sums due hereunder, Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the reasonable cost of such services.

**ARTICLE XV.
Condition of Rented Premises at Termination**

15.1 At the termination of the Rental Agreement by lapse of time or otherwise, Tenant shall return the Rented Premises in as good a condition as when Tenant took possession, excepting only ordinary wear and tear, damage, or destruction as described in Article 10 herein.

**ARTICLE XVI.
Holding Over**

16.1 In the absence of any written agreement to the contrary, if Tenant should continue to occupy the Rented Premises following the expiration of the Term of the Rental Agreement, Tenant shall so remain as a tenant from month to month and all provisions of the Rental Agreement applicable to such tenancy shall remain in full force and effect. During such tenancy, the same Base Rent and the same terms and conditions as prevailed during the last month of the Term demised shall prevail. In any such event, Tenant shall be liable to Landlord for damages which Landlord may incur as a result of such holding over, including but not limited to damages incurred because of loss of a prospective successor tenant. If Tenant is a holdover tenant and if Tenant continues to ' occupy the Rented Premises following the termination of such holdover (by a proper notice as to such month to month tenancy), then the foregoing provisions of this Article shall apply in the same manner as when Tenant continued in occupancy following the expiration of the Term of the Rental Agreement.

**ARTICLE XVII.
Use of Rented Premises**

17.1 The Rented Premises shall be used only for the operation of the Minnesota Whitecaps. Tenant shall not use or occupy the Rented Premises or knowingly permit the Rented Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the Rented Premises or cause the value or usefulness of the Rented Premises or any part thereof to substantially diminish (reasonable wear and tear excepted) or which would constitute a public or private nuisance or waste. Tenant shall promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

**ARTICLE XVIII.
Permits**

18.1 Tenant shall maintain in force and effect all permits, licenses, and similar

authorizations to use the Rented Premises for the aforesaid purposes required by any governmental authority having jurisdiction over the use thereof. Tenant's failure to maintain such permits, licenses, and similar authorizations shall not relieve Tenant from the performance of its obligations and covenants hereunder (except obligations and covenants as may be prohibited by law), nor from the obligations to pay Base Rent or Additional Rent, as set forth herein. Tenant shall, at Landlord's request, in its capacity as Tenant, and not in its capacity as owner of the land underlying the Building, join with Landlord in executing, acknowledging, and delivering any and all petitions, consents, subordinations, plats, or easement deeds that may be required for the installation of any utilities, public improvements, roads, water lines, sewer lines, storm drainage facilities, subdivision, rezoning, special use, platting, or other similar development of the Rented Premises, which do not affect Tenant's use of the Rented Premises during the Term of the Rental Agreement.

ARTICLE XIX.

Compliance with Law

19.1 Tenant, at its sole expense, shall promptly comply with all laws, ordinances, and requirements of federal, state, county, and municipal authorities relating to Tenant's use and occupation of the Rented Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Rented Premises during the Term of the Rental Agreement. Nothing herein contained, however, shall prohibit Tenant from appealing from or contesting the validity or legality of such laws, ordinances, requirements, orders, or directions and, notwithstanding the foregoing provisions of this Article, Tenant shall not be deemed to be in default hereunder so long as Tenant diligently prosecutes such appeal or contest.

ARTICLE XX.

Lessor's Access to Premises

20.1 Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Rented Premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations, or requirements of any public authority. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under any provision of the Rental Agreement, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work in the Rented Premises, reasonably keep and store upon the Rented Premises all necessary materials, tools, and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of making repairs or the performance of any work in the Rented Premises, or on account of bringing materials, supplies, and equipment onto or through the Rented Premises during the course thereof, and the obligations of Tenant under the Rental Agreement shall not hereby be affected in any manner whatsoever. Landlord shall, however, in connection with the doing of any such work cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances.

ARTICLE XXI.

Indemnity

21.1 Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done by Tenant, or any of its agents, contractors, employees, or licensees in, on or about the Rented

Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising during the Term of the Rental Agreement from any condition of the Rented Premises arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of the Rental Agreement, or arising from any act of negligence of Tenant, or any of its agents, contractors, employees, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation occurring during the Term of the Rental Agreement, in the Rented Premises, and from and against all costs, reasonable attorneys, fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. However, nothing in this Rental Agreement shall require the Tenant to indemnify and save harmless Landlord from any claim caused by or occasioned by actions of the Landlord, its agents, contractors, employees or licensees.

ARTICLE XXII.

Estoppel Certificate

22.1 Tenant shall, at any time and from time to time, upon not less than twenty (20) days' prior notice by Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying that the Rental Agreement is unmodified and in full force and effect (or if there shall have been modifications that the Rental Agreement is in full force and effect as modified and stating the modifications) and the dates to which the Base Rent and Additional Rent have been paid in advance, if any, and stating whether or not (to the best knowledge of Tenant) Landlord is in default in the performance of any covenant, agreement, or condition contained in the Rental Agreement and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement delivered pursuant to this Article shall be in a form approved by and may be relied upon by any prospective assignee of Landlord's interest in the Rental Agreement or any mortgagee of the Rented Premises or any assignee of any mortgage upon the Rented Premises.

ARTICLE XXIII.

Subordination

23.1 The Rental Agreement shall, at Landlord's election, be subject and subordinate to the terms and conditions of all mortgages which may now or hereafter encumber the Rented Premises and to all renewals, modifications, consolidations, replacements, and extensions of such mortgages. In confirmation of such subordination, Tenant shall promptly execute any certificate of subordination or other such documents which Landlord or its mortgagees may request.

ARTICLE XXIV.

Landlord's Use of Rented Premises

24.1 Tenant shall grant Landlord the use of the Rented Premises between June 1st and September 30th to accommodate skate related events for up to 20 days per year. Tenant's Base Rent shall be prorated on a daily basis to account for Landlord's use of the Rented Premises during this period.

ARTICLE XXV.

Entire agreement

25.1 The Rental Agreement contains the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of the Rental Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

ARTICLE XXVI.

Release of Lessor

26.1 If Landlord sells or otherwise transfers all of its interest in the Rented Premises, Landlord shall, without further action by any party, be released and discharged from any further obligation or duty under the Rental Agreement, and no claim or demand upon Landlord shall thereafter be made by Tenant arising out of any such prospective obligation or duty of Landlord hereunder. Upon request by Landlord, Tenant shall execute an attornment agreement with Landlord's transferee in form satisfactory to such transferee.

ARTICLE XXVII.

Severability

27.1 If any term, condition, or provision of the Rental Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such terms, provisions, and conditions to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the Rental Agreement and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

ARTICLE XXVIII.

Short Form Rental Agreement

28.1 At the request of either party hereto, a short form Rental Agreement shall be prepared in form and substance reasonably satisfactory to each of the parties and shall be executed by each of the parties in duplicate, such Rental Agreement to be filed for record in Hennepin County, Minnesota.

ARTICLE XXIX.

Notices

29.1 Any notice or election herein requested or permitted to be given or served by either party hereto upon the other, shall be deemed given or served in accordance with the provisions of the Rental Agreement if delivered to either party hereto and receipt is obtained therefor, or if mailed in a sealed wrapper by United States registered or certified mail, postage prepaid, properly addressed to such other party at the address hereinafter specified. Unless and until changed by notice as herein provided, notices and communications shall be addressed as follows:

If to Landlord: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423

If to Tenant: NLTT Hockey Ventures, LLC/Minnesota Whitecaps, 20888 Ashley Way, Saratoga, CA 95070

Each such mailed notice or communication shall be deemed to have been given to, or served upon the party to which addressed, on the date the same is deposited in the United States registered or certified mail, postage prepaid, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to, or served upon, the party to whom delivered, upon delivery thereof in the manner above provided. Either party may change the address to which mailed notice is to be sent to it by giving to the other party hereto not less than thirty (30) days, advance written notice thereof. All payments of Base Rent or Additional Rent hereunder shall be made to Landlord at the address above designated, or as may be hereafter designated.

ARTICLE XXX.

Headings

30.1 The headings incorporated in the Rental Agreement are for convenience in reference only and are not a part of the Rental Agreement and do not in any way limit or add to the terms and provisions hereof.

ARTICLE XXXI.

Binding Effect

31.1 All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

ARTICLE XXXII.

Advertising Rights

32.1 Tenant will hold sole advertising rights in Rink 1 and Rink 2 that includes dasher boards, player benches, seating sections, nets, Zamboni, scoreboard, etc., and also includes Rink One bathrooms. Tenant will give advertising revenue percentage of 14% of sponsorship revenue. Minnesota Whitecaps will be able to place Home of Minnesota Whitecaps over front doors of arena. Landlord will hold sole advertising rights in the Arena lobby.

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

LESSOR/LANDLORD:

CITY OF RICHFIELD, a Minnesota municipal corporation

By: _____
Its Mayor, Maria Regan Gonzalez

And By: _____
Its City Manager, Katie Rodriguez

LESSEE/TENANT:

NLTT Hockey Ventures, LLC operating as the Minnesota Whitecaps, a Delaware limited liability corporation

By: _____

Its Owners

This instrument was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
612-337-9300

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement is made by and between the City of Richfield ("Landlord") and NLTT Hockey Ventures, LLC, operating as the Minnesota Whitecaps ("Tenant") effective as of the date of the last signature affixed hereon.

WHEREAS, Tenant entered into a Rental Agreement with Landlord on July 26th, 2022 for locker room space located in the Richfield Ice Arena (the "Rented Premises") at 636 East 66th Street in the City of Richfield, Minnesota; and

WHEREAS, the Rental Agreement term consists of three (3) five-year intervals, terminating on August 31st, 2038, with an option for either party to provide a written 90-day notice to the other party to terminate at the end of any five-year interval; and

WHEREAS, the first five-year interval of the term of the Rental Agreement would expire on August 31st, 2027, but Tenant wishes to vacate the Rented Premises and terminate the Rental Agreement early; and

WHEREAS, the Rental Agreement also includes a provision entitling Tenant to free practice ice time for games each year which includes three slots during prime hours as defined by the Rental Agreement; and

WHEREAS, Landlord and Tenant have mutually agreed to terms that would allow an early termination of the Rental Agreement; and

WHEREAS, the parties wish to resolve this matter for mutual benefit and without additional cost or the commencement of any action related to Tenant's request to terminate the Rental Agreement early.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Mutual Agreement to Terminate, the parties agree as follows:

1. In consideration of Tenant giving up its prime-time practice hours, Landlord agrees to an early termination of the Rental Agreement.

2. In consideration of Landlord agreeing to an early termination of the Rental Agreement, Tenant agrees to pay Landlord, no later than November 15, 2023, a lump sum payment of \$99,984.00, which amount represents two years of rental payments.

3. Tenant agrees to remove all its equipment and property from the Rented Premises and fully vacate the Rented Premises no later than November 15, 2023 (the "Vacate Date").

4. The parties agree to comply with their respective obligations under the terms of the Rental Agreement until the Vacate Date.

5. If Tenant fails to vacate the Rented Premises by the Vacate Date or fails to timely make the lump sum payment to Landlord, the parties will remain bound by the Rental Agreement and Tenant shall be liable for all rent and other obligations to Landlord.

6. The Rental Agreement shall terminate on November 15, 2023.

7. The undersigned acknowledge that they have read and understand the terms of this Mutual Termination Agreement and are voluntarily entering into this Agreement to resolve this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Termination Agreement on the respective dates set forth below.

LANDLORD CITY OF RICHFIELD

Dated: _____

By _____
Its Mayor, Mary Supple

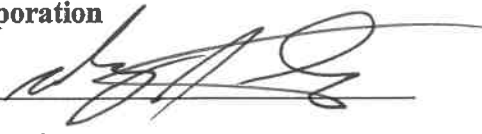
Dated: _____

By _____
Its City Manager, Katie Rodriguez

TENANT

**NLTT HOCKEY VENTURES, LLC (Operating as
Minnesota Whitecaps, a Delaware limited liability
corporation**

Dated: 10/17/2023

By 
Andy J. Scuto
Its Owners



STAFF REPORT NO. 148
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Scott Kulzer, Administrative Aide/Analyst
 Kristin Asher, Public Works Director
 11/6/2023

OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

N/A
 Katie Rodriguez, City Manager
 11/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a contract with Graymont (WI), LLC for the purchase of 1,400 tons of quick lime for water treatment in the amount of \$302,120.00.

EXECUTIVE SUMMARY:

- Quick lime is a chemical used in the water treatment process to lower hardness in water.
- Approximately 1,400 tons of quick lime is required each year to produce softened water.
- On October 5, 2023, bids were solicited for the provision of quick lime for calendar year 2024.
- On October 26, 2023, a bid opening was held and one bid was submitted.
- Graymont (WI), LLC was the bidder and it has been determined they are a qualified supplier that meets all specifications and requirements.
- Graymont (WI), LLC has been the supplier of Richfield's quick lime since calendar year 2009.

RECOMMENDED ACTION:

By motion: Approve the contract with Graymont (WI), LLC for the purchase of 1,400 tons of quick lime for water treatment in the amount of \$302,120.00.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Purchase of quick lime ensures the water treatment plant is able to continue providing high-quality lime-softened water to all Richfield water customers.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

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.

D. CRITICAL TIMING ISSUES:

Quick lime is a necessary chemical required in the water softening process. The current contract expires on December 31, 2023.

E. FINANCIAL IMPACT:

A recent history of prices for this product is:

Years	Base Price	Est. Annual Cost	Vendor
2007	\$95.20/Ton	\$133,280.00	Cutler Magner

2008	\$99.65/Ton	\$139,510.00	Cutler Magner
2009	\$112.00/Ton	\$156,800.00	Graymont
2010	\$120.00/Ton	\$168,000.00	Graymont
2011	\$120.00/Ton	\$168,000.00	Graymont
2012	\$124.45/Ton	\$174,230.00	Graymont
2013	\$143.00/Ton	\$200,200.00	Graymont
2014	\$154.85/Ton	\$216,790.00	Graymont
2015	\$160.95/Ton	\$225,330.00	Graymont
2016	\$166.58/Ton	\$233,212.00	Graymont
2017	\$166.58/ton	\$233,212.00	Graymont
2018	\$171.75/ton	\$240,450.00	Graymont
2019	\$175.50/ton	\$245,700.00	Graymont
2020	\$179.35/ton	\$251,090.00	Graymont
2021	\$183.00/ton	\$256,200.00	Graymont
2022	\$187.00/ton	\$261,800.00	Graymont
2023	\$191.00/ton	\$267,400.00	Graymont
2024	\$215.80/ton	\$302,120.00	Graymont

Funding for the purchase of quick lime is annually included in the Water Department Budget, line item 51000-6413 (Chemicals).

F. LEGAL CONSIDERATION:

- 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.
- The bid opening was held on October 26, 2023 and was in accordance with legal requirements.
- The City Attorney assisted in drafting the contract and will be available for questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Quick Lime Bid Tab	Exhibit
☐ Quick Lime Contract	Contract/Agreement

CITY OF RICHFIELD, MINNESOTA

Bid Opening
October 26, 2023
1:30 p.m.

Quick Lime Project
Bid No. 23-03

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Dustin Leslie who announced that the purpose of the meeting was to receive; open and read aloud bids for the Quick Lime Project, as advertised in the official newspaper on October 5, 2023.

Present: Dustin Leslie, City Clerk
Kelly Wynn, Executive Department
Russ Lupkes, Utility Superintendent

The following bids were submitted and read aloud:

Bidder's Name	Bond	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Base Bid (1,400 Ton)
Graymont, LLC	Yes	Yes	Yes	Yes	\$302,120.00*

*Base bid (per ton): \$215.80

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



Dustin Leslie, City Clerk

CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA
SERVICE CONTRACT

This contract (the “Agreement”) is made and entered into this 14th day of November 2023, between the City of Richfield, Minnesota, a Minnesota municipal corporation (the “City”), and Graymont (WI), LLC (the “Contractor”), (collectively, the “Parties”).

1. Scope of Services. The Contractor agrees to perform the following services: to furnish all materials (except such as are specified to be furnished by the City, if any), all necessary tools and equipment, and to do and perform all the necessary work and labor for the full completion of city projects as follows:

Purchase and delivery of an estimated 1,400 tons of quick lime per year for the year 2024 for the Water Treatment Plant at 6221 Portland Avenue South, as shown in the approved plans and according to the terms of the bid specifications, for the price and compensation set forth herein, all in accordance with the plans, specifications and special provisions therefor on file in the office of the Assistant Utility Superintendent at the Water Plant, City of Richfield, which are hereby made a part of this Agreement.

Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the services and is appropriately licensed by all applicable agencies and governmental entities.

The Contractor agrees that the work shall be done and performed in the best and most workmanlike manner; that all materials and labor shall be in strict conformity in every respect with the plans, specifications and special provisions for the work, shall be subject to inspection and approval of the City Assistant Utility Superintendent located at the Water Plant, and in case any material or labor supplied shall be rejected by the City as defective or unsuitable, then such rejected material shall be removed and replaced with approved material and the rejected labor shall be done anew to the satisfaction and approval of the City and at the cost and expense of the Contractor.

It is agreed also that delays caused by the elements or by strikes or other combined action of workmen employed in the construction or in the transportation of materials, but in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused to the extent which the City may find and determine such conditions to have delayed completion within the time limit. The judgment of the City in fixing such amount shall be final and conclusive upon the parties hereto.

It is distinctly understood and agreed that no claims for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor shall the Contractor do any work or furnish any materials not covered by the plans, specifications, special provisions and this Agreement unless such work is first ordered in writing as provided in the specifications.

Any such work or materials which may be done or furnished by the Contractor without such written order first being given shall be at its own risk, cost and expense, and it hereby agrees that without such written order it will make no claim for compensation for work or materials so done or furnished.

2. Compensation. The City agrees to pay the Contractor as follows: the unit price for the services provided hereunder is \$215.80 per ton in calendar year 2024.

Contractor shall submit payment invoices to the City after such services have been completed.

The City shall pay Contractor within two (2) weeks after the invoice has been approved for payment by the Director of Public Works.

The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

If the City objects to all or any portion of any invoice, the City shall notify the Contractor of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph 7 of this Agreement.

3. Term. The contract is for the period beginning January 1, 2024 through December 31, 2024.

The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Contractor.

If the Contractor refuses or fails to complete the tasks described in Paragraph 1, or to complete the services in a manner satisfactory to the City, the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have ten (10) days to cure, to the satisfaction of the City. If the Contractor fails to cure, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated in Paragraph 8F.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the City.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from

the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements. (Note: Liability insurance requirements may be modified or waived depending on the nature of the contract.)

- A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,500,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
- C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

6. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

7. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement.

8. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- E. 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 such party's performance is prevented by reason of Force Majeure, as determined by the City.
- F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: City of Richfield
6700 Portland Avenue
Richfield, MN 55423
Attn: City Manager

With a copy to: Richfield City Attorney
Kennedy and Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

Notice to Contractor: Graymont (WI), LLC
800 Hill Avenue
Superior, WI 54880
Attn: Manager

- G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.
- H. Waivers. 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.
- I. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.
- J. Government Data. The Contractor agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 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. 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.

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

City of Richfield

Graymont (WI), LLC

By: _____
Mary Supple
Its Mayor

By: _____
Its: _____

And: _____
Katie Rodriguez
Its City Manager

By: _____
Its: _____



STAFF REPORT NO. 149
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:
 OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

Matt Hardegger, Transportation Engineer
 Kristin Asher, Public Works Director
 Katie Rodriguez, City Manager

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of resolutions of support for Richfield's applications for federal capital construction funding for five projects through the Metropolitan Council's Regional Solicitation.

EXECUTIVE SUMMARY:

Public Works is preparing grant applications for federal capital funding for five projects currently identified in forward-looking infrastructure improvement planning documents:

- 76th Street Reconstruction (Xerxes to Sheridan Aves) - Capital Improvement Program
- 73rd Street Multiuse Bridge and Trail Connections - Capital Improvement Program
- 76th Street & Knox Avenue Intersection Improvements - Capital Improvement Program
- 73rd Street Sidewalk Gap (Portland to Bloomington Aves) - Pedestrian Master Plan
- 64th Street Sidewalk (Lyndale to Portland Aves) - Pedestrian Master Plan

RECOMMENDED ACTION:

By Motion: Adopt resolutions of support for Richfield's applications for federal capital construction funding for five projects through the Metropolitan Council's Regional Solicitation.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

Details of the proposed project elements are included in the respective project resolution of support.

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

Strategic Considerations or Impacts

Leveraging external funding sources for these projects allows the city to use other financial resources for ongoing maintenance and construction needs, advancing the goal of *sustainable infrastructure financing*. Completing projects identified in planning documents such as the CIP and Pedestrian Master Plan ensures that *City infrastructure supports service needs*.

Equity Considerations or Impacts

76th Street Reconstruction: Staff is assuming a 4 lane to 3 lane conversion would be the outcome of the public engagement process as part of this project. Conversion of the roadway from a 4 lane section to a 3 lane section would shorten pedestrian crossing distances and allow for a pedestrian facility with better separation from the roadway. A 4 to 3 conversion has been demonstrated to reduce vehicle speeds and crashes in other applications. This would benefit the large number of renters in an area of the city with approximately 40% of residents who are BIPOC. Lowering roadway capacity does come with the risk of increased roadway congestion

resulting in drivers having to spend more time in vehicles, which has negative health effects for both drivers and adjacent residents.

73rd Street Bridge and Trail Connections: The current bridge is not an ADA-accessible facility. Modernizing the facility and making it ADA-accessible would enhance access for people with disabilities as well as bicycles and pedestrians. This bridge would connect two census tracts where around 10% of households do not have a vehicle, enhancing their transportation options across I-35W.

76th & Knox Intersection: A conversion from a signal to a roundabout at this location would increase pedestrian and driver safety by reducing speed through the intersection and reducing right angle crashes. This would benefit transit riders trying to get to the Orange Line station on Knox Avenue as well as renters trying to cross 76th Street. Potential unintended consequences of a roundabout here could be an increase in minor/non-injury vehicle crashes that could disproportionately affect a local population that has a high percentage of residents below 60% of Area Median Income and may not be able to afford vehicle repairs.

73rd Street sidewalk extension: Adding this sidewalk extension would create improved pedestrian safety conditions in the quadrant of the city that has the highest percentage of BIPOC residents.

64th Street sidewalk extension: Adding this sidewalk extension would create improved pedestrian safety conditions in the area of the city that has the highest percentage of residents with a disability and create accessible facilities to get to and from several parks.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Metropolitan Council policies require a resolution of support from the governing body of the jurisdiction applying for funding.

D. CRITICAL TIMING ISSUES:

Applications are due to the Metropolitan Council by December 15th, 2023.

E. FINANCIAL IMPACT:

All federal awards through the Regional Solicitation are on an 80%/20% federal/non-federal matching basis (i.e. an \$800,000 award would require a \$200,000 non-federal match). Funds are paid to the local agency on a reimbursable basis in the program year.

All categories of the Regional Solicitation have a maximum federal award. When the total project cost exceeds the maximum award, the local agency is responsible for finding funding for the remaining project costs. Funding is eligible for capital costs only, engineering and construction administration costs are not eligible.

Anticipated awards and non-federal matching needs:

- 76th Street Reconstruction: \$4M award, \$1M local match
- 73rd Street Bridge: \$5.5M award, \$4.25M local match
- 76th and Knox intersection: \$2M award, \$400,000 local match
- 73rd Street Sidewalk: \$800,000 award, \$200,000 local match
- 64th Street Sidewalk: \$800,000 award, \$200,000 local match

F. LEGAL CONSIDERATION:

None at this time.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ 76th St Recon ROS	Resolution Letter

- ▣ 73rd St Bridge ROS
- ▣ Knox Ave Sidewalk ROS
- ▣ 73rd St Sidewalk ROS
- ▣ 64th St Sidewalk ROS

Resolution Letter
Resolution Letter
Resolution Letter
Resolution Letter

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR W 76TH ST MODERNIZATION REGIONAL SOLICITATION APPLICATION

WHEREAS, the Metropolitan Council's regional solicitation is a competitive federal funding allocation process available to local governments in the Twin Cities region; and

WHEREAS, the regional solicitation's Roadway Reconstruction/Modernization category's purpose is to fund roadway preservation projects that improve infrastructure condition, reduce crashes, and enhance multimodal travel options; and

WHEREAS, W 76th St from Xerxes Ave to Sheridan Ave is a four lane undivided road; and

WHEREAS, converting four lane undivided roads to three lanes reduces rear-end, right angle, and head-on crashes; and

WHEREAS, W 76th St connects low, medium, and high density housing with the Centennial Lakes commercial area, Best Buy headquarters, and public transit; and

WHEREAS, a 20% local government match funding is required if the project is selected; and

WHEREAS, if the above project is selected, construction is tentatively scheduled for 2028; and

WHEREAS, the City of Richfield supports the inclusion of W 76th St between York Ave and Xerxes Ave within the City of Edina in the application, contingent on approval by the City of Edina; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses, and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield supports Public Works' 2023 regional solicitation application for the W 76th St modernization project.

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

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR 73RD ST TRAIL AND BRIDGE REGIONAL SOLICITATION APPLICATION

WHEREAS, the Metropolitan Council's regional solicitation is a competitive federal funding allocation process available to local governments in the Twin Cities region; and

WHEREAS, the regional solicitation's Multiuse Trails and Bicycle Facilities category's purpose is to fund projects that increase the availability and attractiveness of bicycling, walking, or rolling by improving safety, reducing or eliminating user barriers, and improving the Regional Bicycle Transportation Network; and

WHEREAS, the existing pedestrian bridge on 73rd St over I-35W does not have ramps and is not ADA accessible; and

WHEREAS, there is a pedestrian and bicycle gap on 73rd St from I-35W to Lyndale Ave; and

WHEREAS, Richfield Middle School and Richfield High school are both within a half mile of the project corridor; and

WHEREAS, the bridge's lack of accessibility was identified in the 2009 Safe Routes to School Comprehensive Plan in collaboration with Richfield Public Schools; and

WHEREAS, the gap on 73rd St was identified in the 2012 Bicycle Master Plan and the 2018 Pedestrian Master Plan; and

WHEREAS, 10% and 12% of students from the Middle and High Schools respectively are within the walk zone of their school but are separated by I-35W; and

WHEREAS, an average of 13% and 14% of students from the Middle and High Schools respectively walk or bike to school; and

WHEREAS, closing the 73rd St pedestrian and bicycle gap and improving the bridge's accessibility will increase the safety and improve the experience of students traveling to and from schools and community members traveling in their neighborhood; and

WHEREAS, a 20% local government match funding is required if the project is selected; and

WHEREAS, if the above project is selected, construction is tentatively scheduled for 2029; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses, and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield supports Public Works' 2023 regional solicitation application for the 73rd St trail and bridge project.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR W 76TH ST AND KNOX AVE INTERSECTION REGIONAL SOLICITATION APPLICATION

WHEREAS, the Metropolitan Council's regional solicitation is a competitive federal funding allocation process available to local governments in the Twin Cities region; and

WHEREAS, the regional solicitation's Spot Mobility category's purpose is to fund lower-cost, at-grade intersection projects that reduce delay and crashes; and

WHEREAS, W 76th St and Knox Ave is currently a four-leg signalized intersection; and

WHEREAS, the existing signal system is reaching the end of its useful life and has been identified for replacement in 2028; and

WHEREAS, converting signalized intersections to roundabouts reduces fatal and serious crashes; and

WHEREAS, W 76th St connects low, medium, and high density housing with the Centennial Lakes commercial area, Best Buy headquarters, and public transit; and

WHEREAS, the intersection is used by Metro Transit's Orange Line Bus Rapid Transit route; and

WHEREAS, there is currently no trail facility connecting the Nine Mile Creek Regional Trail to the Orange Line underpass underneath I-494; and

WHEREAS, a 20% local government match funding is required if the project is selected; and

WHEREAS, if the above project is selected, construction is tentatively scheduled for 2029; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses, and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield supports Public Works' 2023 regional solicitation application for W 76th St and Knox Ave intersection project.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR 73rd STREET SIDEWALK EXTENSION REGIONAL SOLICITATION APPLICATION

WHEREAS, the Metropolitan Council's regional solicitation is a competitive federal funding allocation process available to local governments in the Twin Cities region; and

WHEREAS, the regional solicitation's Pedestrian Facilities category's purpose is to fund pedestrian facility projects that focus on increasing the availability and attractiveness of walking or rolling by improving safety and removing gaps in the system; and

WHEREAS, there is currently a gap in the city's sidewalk system on 73rd St between Portland Ave and Cedar Ave; and

WHEREAS, the sidewalk gap was identified as a Priority Pedestrian Route in the 2018 Pedestrian Master Plan; and

WHEREAS, the sidewalk gap is within a half mile of Centennial, STEM, and RDLS elementary schools; and

WHEREAS, approximately 13% of Centennial students, 5% of STEM students, and 8% of RDLS students walk or bike to school; and

WHEREAS, closing the 73rd St pedestrian gap and improving pedestrian crossings will increase safety and improve the experience of the entire community, including students traveling to and from school; and

WHEREAS, a 20% local government match funding is required if the project is selected; and

WHEREAS, if the above project is selected, construction is tentatively scheduled for 2028; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses, and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield supports Public Works' 2023 regional solicitation application for the 73rd Street Sidewalk Extension project between Portland Ave and Cedar Ave.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR 64th STREET SIDEWALK EXTENSION REGIONAL SOLICITATION APPLICATION

WHEREAS, the Metropolitan Council's regional solicitation is a competitive federal funding allocation process available to local governments in the Twin Cities region; and

WHEREAS, the regional solicitation's Pedestrian Facilities category's purpose is to fund pedestrian facility projects that focus on increasing the availability and attractiveness of walking or rolling by improving safety and removing gaps in the system; and

WHEREAS, there is currently a gap in the city's sidewalk system on 64th St between Lyndale Ave and Portland Ave; and

WHEREAS, the sidewalk gap was identified as a Priority Pedestrian Route in the 2018 Pedestrian Master Plan; and

WHEREAS, closing the 64th St sidewalk gap would provide a new location for pedestrians to safely cross the railroad between E Pleasant Ave and W Pleasant Ave; and

WHEREAS, closing the 64th St sidewalk gap would create a pedestrian connection between Veterans, Nicollet, Garfield, and Richfield Lake Parks; and

WHEREAS, closing the 64th St sidewalk gap and improving pedestrian crossings will increase safety and improve the experience of the entire community; and

WHEREAS, a 20% local government match funding is required if the project is selected; and

WHEREAS, if the above project is selected, construction is tentatively scheduled for 2028; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses, and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield supports Public Works' 2023 regional solicitation application for the 64th Street Sidewalk Extension project between Lyndale Ave and Portland Ave.

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

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 150
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Scott Kulzer, Administrative Aide/Analyst
 Kristin Asher, Public Works Director
 11/7/2023

OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
 11/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider authorizing the City Manager to sell Richfield Fire Ladder Truck Unit #3789 to the City of Grand Marais Fire Department for \$65,000.

EXECUTIVE SUMMARY:

- Richfield Fire Ladder Truck Unit #3789 was purchased new by the City in 2004 and has reached the end of its useful life for Richfield.
- Unit #3789 has completed its depreciation schedule and has been in service to the City for 19 years (3 years beyond the original replacement interval).
- Unit #3789 replacement is scheduled for delivery in 2024.
- The trade-in market for 20-year old fire trucks is non-existent.
- Richfield Fire Department has come to a mutually beneficial agreement with the City of Grand Marais Fire Department for the sale of Unit #3789.
- Grand Marais Fire Department will purchase Unit #3789 for \$65,000 and rehabilitate/repair it where needed and return it to service in their department.

RECOMMENDED ACTION:

By Motion: Authorize the City Manager to sell Richfield Fire Ladder Truck Unit #3789 to the City of Grand Marais Fire Department for \$65,000.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

See executive summary.

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

- Sale of the Unit #3789 will provide a good financial return which helps ensure Richfield's operational capability to deliver essential services.
- Sale and repurposing of the fire truck to another Minnesota municipality will ensure our fellow Minnesotans receive adequate fire and emergency services.

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

None

D. **CRITICAL TIMING ISSUES:**

Authorization at this meeting will allow the completion of the sale and Grand Marais to take possession of the equipment.

E. FINANCIAL IMPACT:

The proceeds from the sale of the fire truck will go towards the costs associated with purchase of the new fire truck.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❏ Pierce Ladder Truck Bill of Sale	Contract/Agreement

MINNESOTA MOTOR VEHICLE BILL OF SALE

Date of Sale: 11/14/2023 (mm/dd/yyyy)

1. BUYER

Name: City of Grand Marais, MN (hereinafter the "Buyer")

Address: 15 North Broadway, Grand Marais, MN 55604

Phone #: 218-387-1848

Email: cityhall@grandmarais.city

2. SELLER

Name: City of Richfield, MN (hereinafter the "Seller")

Address: 6700 Portland Ave S, Richfield MN 55423

Phone #: 612-861-9170

Email: pwoperations@richfieldmn.gov

3. VEHICLE INFO

Make: Pierce Model: Aerial 75' Ladder Truck Year: 2004

Style/Body Type: Fire Ladder Truck Color: Red Odometer (miles): 80,656 7,390 Hrs.

VIN: 4P1CE01A74A004320

4. PAYMENT (Check One)

☒ PAYMENT. The Buyer agrees to pay the Seller the following in exchange for the Vehicle:

Purchase price: \$ 65,000 (Taxes included? ☒ Yes | ☐ No)

Paid for via the following payment method: (check one)

☐ Cash | ☒ Check | ☐ Credit / Debit Card | ☐ Other: _____.

☐ - GIFT. The Seller gifted the Vehicle to the Buyer. The Vehicle holds a value of \$ _____.

☐ - TRADE. The Seller traded the Vehicle with the Buyer. The Buyer agrees to pay
\$ _____ to the Seller and the trade-in Vehicle is valued at: \$ _____.

The following information describes the details of the traded-in Vehicle:

Make: _____ Model: _____

Year: _____ Style/Body Type: _____ Color: _____

Odometer (miles): _____ VIN: _____



5. ADDITIONAL TERMS (OPTIONAL)

Seller agrees to include all loose equipment with the truck. It is understood that this Bill of Sale implies no warranties from the Seller.

The truck and loose equipment being sold under this Bill of Sale is on an "AS-IS" basis, and any known or unknown defects shall be the sole liability of the Buyer. Buyer acknowledges this liability with its signature below.

6. SIGNATURES

Buyer Signature: _____ Date: _____

Buyer Printed Name: _____

Seller Signature: _____ Date: _____

Seller Printed Name: _____



CERTIFICATE OF ACKNOWLEDGEMENT

(The section below is to be completed by a Notary Public ONLY.)

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 20____, before me

(Name of Notary), personally appeared

(Seller) and _____ (Buyer), who
proved to me through government issued photo identification to be the above-named person(s), in
my presence executed the foregoing instrument and acknowledged that he/she/they executed the
same as his/her/their free act and deed.

Notary Public Signature

My commission expires: _____





STAFF REPORT NO. 151
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Karl Huemiller, Interim Recreation Services Director
Karl Huemiller

Katie Rodriguez, City Manager
11/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider rescinding acceptance of the Midwest Playscapes proposals for the replacement of play equipment at Donaldson Park and the replacement of play equipment at Fairwood Park, reject all proposals, and authorize the Interim Recreation Services Director to issue new requests for proposals.

EXECUTIVE SUMMARY:

Midwest Playscapes had submitted the proposal that was presented to the City council before an addendum to the request for proposals was issued. That proposal does not include a project element required by the revised RFP. Also, Midwest Playscapes claims that it submitted a new proposal in response to the revised RFP on August 11, the last day for submissions. The City has no record of receiving that new proposal and it was never scored or presented to council. Staff recommends that council rescind the award to Midwest Playscapes because it was based on an obsolete proposal. This RFP was issued under the best value contracting law and those rules do not give us discretion to solve the issue by renegotiating the contract. Accordingly, staff recommends rejecting all proposals and re-issuing RFPs to start with a clean slate.

RECOMMENDED ACTION:

By Motion: Rescind acceptance of the Midwest Playscapes proposals for the replacement of play equipment at Donaldson Park and the replacement of play equipment at Fairwood Park, reject all proposals, and authorize the Interim Recreation Services Director to issue new requests for proposals.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City of Richfield Capital Improvement Plan includes replacement of the play equipment that is oldest or most in need of replacement each year, taking into consideration any updates in safety, design, and play experiences since the existing equipment was installed. The life span of play equipment is typically about 25 years.

On June 2, a request for proposal was released to solicit proposals for the replacement of the outdated play equipment at Fairwood and Donaldson Parks. The project is part of the approved 2023 Capital Improvement Budget and allocates \$220,000 total for the two parks.

The Fairwood play equipment will be installed in the same container as the existing equipment, located at the north end of the park. The existing container at Donaldson is located immediately west of the existing building; this area will be cleared to make space for a new Donaldson park building and the new play equipment will be located just south and east of the existing building, closer to the parking lot.

An updated RFP for the project with an addendum containing clarification regarding the extent of work needing to be done was issued on July 24, 2023.

Open houses and surveys were conducted to solicit input from residents living near each of these parks. In the survey, residents were asked to indicate which types of play features, color schemes, themes, and play activities they preferred for their neighborhood park; these preferences informed many of the specifications within the request for proposal. The deadline for play equipment vendors to submit their proposals was Friday, August 11. Three proposals were received: Midwest Playscapes, Northland Recreation, and Flagship Recreation.

On Thursday, August 17, the three proposals were scored based on the criteria outlined in the RFP, including the neighborhood preferences for play features and other factors like inclusiveness, safety, appeal to all ages, and overall design. Members of the Community Services Commission were invited to score the proposals; CSC Member Jenna Hanson participated, along with five Recreation Services staff members.

The highest-scoring proposal was from Midwest Playscapes. Our understanding at the time was that the proposal we scored met all requirements and they were a trusted vendor/installer with whom the City had worked in the past.

The City accepted the quotations from Midwest Playscapes for \$143,830 for the replacement of play equipment at Donaldson Park and \$76,170 for the replacement of play equipment at Fairwood Park and authorized the Recreation Services Director to proceed with the project on August 30, 2023.

While signing and executing the contracts, Midwest Playscapes claimed to have submitted a revised proposal on August 11, 2023, based on the updated July 24, 2023 RFP. The City has no record of receiving that proposal. The proposal that had been scored and accepted by the City was different from the play structure Midwest Playscapes intended to install based on the revised proposal. Most notably it is missing a large net climbing feature at Donaldson Park. With the RFP being issued under the best value contracting law, the City does not have the discretion to renegotiate the contract.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

It is important that the City follow all relevant laws and procedures regarding project bidding to ensure that the process is equitable for all contractors submitting bids. It is also important to ensure the City is providing the best available amenities that fit the preferences and needs of all our residents and visitors.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals, and in state statutes section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

D. CRITICAL TIMING ISSUES:

Prices for play equipment traditionally increase year to year. A delay issuing the updated RFPs could impact the cost of the project.

E. FINANCIAL IMPACT:

Funding for the new play equipment is included in the approved 2023 Capital Improvement Budget in the amount of \$220,000.

F. LEGAL CONSIDERATION:

This RFP was issued under the best value contracting law and those rules do not give us discretion to solve the issue by renegotiating the contract.

ALTERNATIVE RECOMMENDATION(S):

Do not rebuild the Donaldson Park and Fairwood Park play areas.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ Fairwood and Donaldson RFP 2023	Exhibit
▣ Midwest Playscapes Quote - Donaldson Park	Exhibit
▣ Midwest Playscapes Site Plan - Donaldson	Exhibit
▣ Midwest Playscapes Revised Quote - Donaldson Park	Exhibit
▣ Midwest Playscapes Revised Site Plan - Donaldson	Exhibit

REQUEST FOR PROPOSAL
DESIGN, SUPPLY & INSTALLATION OF
PLAYGROUND EQUIPMENT AT FAIRWOOD AND DONALDSON PARKS

RFP Release: Friday, June 2, 2023 (revised 7/24/23)

Deadline for Submittal: Friday, August 11, 4:00 pm

*DATE OF ALL WORK FOR FAIRWOOD PARK MUST BE BETWEEN **SEPTEMBER 1, 2023, AND JUNE 1, 2024.***
*DATE OF ALL WORK FOR DONALDSON PARK MUST BE BETWEEN **SEPTEMBER 1, 2024, AND JUNE 1, 2025.***

ADDENDUM (7/24/23): At Donaldson Park, restoration of original playground container is required, including filling in the old footings and removal of concrete.

I. GENERAL GUIDELINES

A. Requests For Competitive Proposals

The City of Richfield is seeking competitive proposals from interested and qualified companies for the design, supply and installation of playground equipment at Fairwood Park (6700 Logan Avenue), and Donaldson Park (7434 Humboldt Ave), Richfield, MN 55423.

B. Owner and Submission Information

Interested companies should submit **FOUR COPIES** of their competitive proposals to:

RICHFIELD RECREATION

7000 NICOLLET AVE

RICHFIELD, MN 55423

RE: FAIRWOOD & DONALDSON PARK EQUIPMENT PROPOSAL

Competitive proposals shall include all the items set forth in Section II below. Any questions regarding this Request for Proposals should be directed to Recreation Services Director Amy Markle at 612-861-9394 or amarkle@richfieldmn.gov

All proposals must be sealed and submitted to the Richfield Community Center at the above address by **10:00 a.m. on Thursday, July 6, 2023**. Late submissions will not be considered. All proposals must be accompanied by a certified check, cash deposit, or proposal bond equal to at least 5% of the amount of the total bid, made payable to the City of Richfield, Minnesota.

II. PROJECT DESCRIPTION AND SCOPE

A. General Project Scope

The City of Richfield Recreation Services Department is seeking competitive proposals for the design, supply, and installation of playground equipment for one existing play equipment replacement at Fairwood and Donaldson Parks as defined in Section II, B and C. The proposer would also be responsible for removal and disposal of the existing play equipment at both parks.

B. Budget

Design, supply and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), sand base, excavation & grading, finish sod, export unwanted sand & fill, freight, delivery, and applicable sales tax shall not exceed the budget of \$220,000 for both parks combined.

C. Design and Cost Proposals

Proposers must only submit one design for each park. For Fairwood Park, the Proposer shall provide a play equipment design suitable for the existing play container. If Proposer deems modifications are necessary to the proposed container, these modifications should be clearly indicated on proposer's plans and the cost of these

modifications must be within the total project budget. For Donaldson Park, the submitted design shall include the excavation of a new container with concrete border, at least 100'x100' in size. If Proposer deems modifications are necessary to the proposed container, these modifications should be clearly indicated on Proposer's plans and must be included as part of the total project cost.

The Proposer should provide materials and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), excavation & grading, finish sod, export unwanted sand & fill, sand base (can use existing sand in container), as part of one base bid. Resilient surface shall be wood fiber to conform to all CPSC and ASTM guidelines. The City will dispose of excess concrete, sand, or woodchips.

Equipment must meet the following guidelines:

1. Proposer must visit the site and take measurements of existing container to ensure CPSC distance guidelines;
2. Conform to all CPSC and ASTM guidelines for the equipment itself;
3. Conform to all proposed ADA requirements and IPEMA Certified.
4. Support posts must be powder-coated aluminum or steel, no metal slide surfaces or enclosed tunnels will be accepted, plastic components must be graffiti-resistant and have UV protection, other component features will be judged based on the design submitted;
5. Design for each park should include the following items and must include features for all play ages (2-12) in a single structure:

BOTH PARK DESIGNS TO INCLUDE:

- Rubber transfer surfacing and ramps for full access to play features
- Spiral slides
- Wobbly and balance bridges
- Rock climbing experience
- Musical/sound panels and features
- Deck roofs
- Swings with wear pads, including an inclusive (ADA) swing with rubber surface leading to it and a variety of other swings (tire, multi-person, standard)
- 2-3 benches in the container
- Do not include roller slides or any enclosed slides/tubes

DIFFERENT PREFERENCES FOR EACH PARK:

<u>FAIRWOOD PARK</u>	<u>DONALDSON PARK</u>
<ul style="list-style-type: none"> – Color Scheme: Natural (green and brown) – Spinners (multi-person seated and single) – Spring riders (animal theme) 	<ul style="list-style-type: none"> – Color Scheme: Bright (neon) – Net climber (tall) – Multi-person spinner(s) – Spring riders (vehicle or animal theme)

6. The shape and size of the existing areas will dictate the usability of some components. Visit each site and take your own measurements.
7. The vendor is responsible for the receipt of delivery of the equipment including with unloading and storage until installation. Storage on-site is permissible.
8. The successful Proposer must provide a performance bond and payment bond in an amount equal to the full amount of the contract.
9. Each competitive proposal submitted should reflect, by line item, the cost for the design, purchase and installation of play equipment components, including all applicable sales taxes, freight, and other costs associated with each piece of equipment. Costs should be broken down into logical categories to aid the City in evaluation and include:
 - All soft costs; including design, overhead, insurance, as well as all applicable sales taxes.

- All hard costs; including all work and materials related to the installation of play equipment, drain tile, concrete curb and resilient surfacing. Please itemize installation costs.

Each Proposer must submit the following with bid:

- Written assurance that the safety surfacing and play area components meet all applicable U.S. Consumer Product Safety Commission Guidelines, ASTM standards, proposed ADA requirements, IPEMA Certification and other applicable state and federal requirements will be required from each Proposer prior to contract initiation.
- Plan layout of design and catalogue(s) with proposed equipment and safety surfacing identified for review by staff.
- Current warranty, insurance, and product specification information on all products and materials included in your proposal.
- Written estimate of delivery and installation time frame.
- Link to videos that show kids playing on components the vendor would like to highlight.

A. Site Review

Each Proposer must visit the site to become familiar with the play container.

B. References

Each Proposer shall provide a list of five municipal references. Each reference must include the name and address of the jurisdiction where the Proposer has installed equipment similar to the equipment proposed for this request, and the name and daytime telephone number of an individual, who still works for the jurisdiction, that the City can contact. Municipalities should be within the metropolitan area and the installation should not be more than five years old.

C. Specifications

Each proposal submitted shall clearly reflect post diameters and other specifications describing the type of materials provide in the proposal.

III. EVALUATION AND SELECTION

A. Design Considerations

The design proposed will be a key factor in the selection process. The City encourages innovative, interesting and exciting designs that will distinguish Richfield parks. Available color selections will be made following the manufacturer's standard color chart.

B. Evaluation Criteria

The Selection Committee will evaluate and rank each proposal using the following criteria:

1. Overall Design
2. Appeal to All Ages
3. Fitness Value
4. Price
5. Degree of Inclusiveness
6. Delivery (including written verification of unloading/storage responsibility) and installation timeframe.
7. Warranty Provisions
8. Review/Inspection of previous installations and/or references.

C. Contract and Insurance Requirements

The selected vendor will be required to enter into a contract with the City, provide the City with a performance bond and payment bond in an amount equal to the full amount of the contract to assure the timely performance and payment for the work proposed, and assure their availability to have the Project begin and be completed in each park's given date parameter: Fairwood-perform work between September 1, 2023, and June 1, 2024. Donaldson-perform work between September 1, 2024, and June 1, 2025. The City will not be responsible to

store or secure play equipment materials prior to and including installation. Minnesota Statute 471.425 requires that each contract between the government entity and a prime contractor to require the prime contractor to pay subcontractors within 10 days of receipt of payment from the government entity.

Insurance requirements include:

- 1. Worker's Compensation Insurance:** The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance with a company that is lawfully authorized to do business in the State of Minnesota. Such insurance shall protect the Contractor, or Subcontractor or anyone directly or indirectly employed by any of them from claims under worker's compensation, disability benefit and other similar employee benefit acts.
- 2. Commercial/Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract Public Liability Insurance, Property Damage Liability, and Personal Injury Insurance with a company that is lawfully authorized to do business in the State of Minnesota. Such insurance shall protect the Contractor, Subcontractor, or anyone directly or indirectly employed by the Contractor or Subcontractor performing work covered by this contract from claims arising out of public liability, property damage, or personal injury including death, as well as claims for property damage which may arise out of work. The Contractor's policy shall list the City as an additional insured on a primary or non-contributory basis. The recommended minimum limits of insurance per project are:
 - General Aggregate \$500,000
 - Product-Completed Operations Aggregate \$500,000
 - Personal and Advertising Injury \$500,000
 - Per Occurrence (Bodily Injury & Property Damage) \$500,000
- 3. Fire Insurance:** The Contractor is responsible for insuring for fire, and extended coverage including vandalism and malicious coverage on the work included in the contract from the beginning of the work until final acceptance of the completed project. The policies shall cover all work incorporated in the project and all material in place or stored at the site for installation against loss by fire and wind. This provision does not exclude material partially paid for by the Owner. This insurance shall be for the full insurable value of the material and shall be kept in full force until final acceptance of the work by the Owner.
- 4. Automobile Insurance:** The Contractor shall take out and maintain during the life of the contract Automobile Insurance with a company that is lawfully authorized to do business in the State of Minnesota. The recommended minimum limits of insurance are \$1,000,000 combined single limit (B1 & PD).

All insurance referenced in paragraphs 1 through 4 shall be placed with companies acceptable to and approved by the City prior to the commencement of the work. The Contractor shall submit copies of the certificate with the City prior to commencement of the work. Certificates of insurance will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City. The City shall be shown on the General Liability coverage as an "additional insured."

Any proposals received with limits lower than those referenced above may still be considered for this project.

D. Reservations and Other Considerations.

1. The City of Richfield reserves the right to reject any or all proposals for reasons of safety, quality, quantity, design or other issues deemed important to the successful completion of the project. Any proposals exceeding the maximum funding or footprint on the site will be excluded. Proposal amounts will need to be effective for 45 days after the above deadline.
2. The City reserves the right to accept proposals based upon the evaluation criteria.
3. The City will not be responsible for any costs incurred by those submitting or preparing competitive proposals. At the request of the Proposer, proposals will be returned after the selection process has been completed and a vendor selected.
4. The City reserves the right to revise the scope of the project based on budget limitations and other relevant

considerations.

5. Each Proposer must meet the City of Richfield contract requirements. The City reserves the right to reject proposals that do not meet contract requirements. ###



8632 Eagle Creek Circle, Savage, MN 55378
www.MIDWESTPLAYSCAPES.com

direct: 952.895.8888
fax: 952.895.8889
toll free: 800.747.1452

playscapes@earthlink.net



Quotation

Project: Donaldson Park/City of Richfield

Contact: Amy Markle

Ship To: 7000 Nicollet Ave

Richfield, MN 55423

Email: amarkle@richfieldmn.gov

Phone: 612-861-9394

Fax:

Bill To:

Shipping Contact Name:

Date: 7/6/23

Qty	Design/Item #	Description	Total
1	DD063023-02	Playworld Playground *Price includes all play equipment shown in design #DD063023-02	\$ 128,126.00
	EWf	Engineered Wood Fiber	\$ 7,424.00
338 Sq Ft	PIP	Poured in Place Rubber Access Pads *Price includes all materials and insatallation	\$ 10,816.00
400 ft		Concrete Border	\$ 20,000.00
		Performance and Payment Bond	\$ 2,088.00
		Less Coop Discount	\$ (21,781.00)
		Additional Discount	\$ (18,000.00)
			Subtotal \$ 128,673.00
			Freight \$ 3,800.00
			Sales Tax
			Local Sales Tax
			Total \$ 132,473.00

Options

☐ Add \$11,357 for installation of all play equipment and safety surfacing shown in design #DD063023-02, removal and disposal of existing equipment, excavation, fabric, drain tile and finish sod.

NOTE: Freight Quotes are good for 10 days from quote date above, due to rising fuel costs. Quote will need to be re-evaluated after this time frame.

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow TBD weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed: _____

Dominic Dvorak

Accepted _____

Date: _____

Printed Name: _____

Donaldson Park

Design Number: DD063023-02 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number DD063023-02, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [E.g. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification: PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



Donaldson Park

Design Number: DD063023-02 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit	Total	Pre-Post		CO2e Footprint (kgs)	Install		Concrete (Yds3)	Active Play Events
				ASTM Status	Weight (lbs)	Consumer Recycled Content (lbs)	Content		Hours	Hours		
24	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
25	ZZCH3236	1	ZIGZAG SLIDE (60in DECK)	Certified	153.73			679	2	2.00	0.03	1
26	ZZCH4696	1	MIGHTY DESCENT	Certified	748.80			1,285	8	7.00	0.18	1
27	ZZCH4290	1	POST MOUNTED STEERING WHEEL	Certified	7.83			44	1	0.25	0.00	1
28	ZZCH4578	1	ANYWHERE SEAT	Certified	31.10			90	1	0.25	0.00	1
29	ZZCH4704	1	VERTICLIMBER 72in	Certified	126.40			91	2	1.50	0.13	1
30	ZZCH4707	1	CONVERGE	Certified	714.90			1,443	10	9.00	0.38	1
31	ZZCH6757	1	5ft GEO CLIMBER	Certified	120.46			535	2	2.00	0.09	1
32	ZZCH7160	1	6ft TWISTED CLIMBER	Certified	117.65			241	2	2.00	0.60	1
33	ZZCH8289	1	RIBBON CLIMBER (36in DECK)	Certified	35.02			101	2	1.50	0.06	1
34	ZZCH5770	1	LEG LIFT	Certified	6.76			30	1	0.50	0.00	1
35	ZZCH5780	1	6ft HORIZONTAL LOOP LADDER	Certified	55.72			124	4	1.00	0.00	1
36	ZZCH5970	1	OVERHEAD EVENT ACCESS LADDER (36in DECK)	Certified	25.12			71	1	1.50	0.06	0
37	ZZCH6799	1	VORTEX (CH)	Certified	240.00			652	2	2.00	0.18	1
38	ZZCH4649	1	POST MOUNT DRUM	Certified	12.78			167	1	0.50	0.00	1
39	ZZCH9846	2	CABANA ROOF	Certified	152.10			779	0	1.00	0.00	0
40	ZZCH9170	1	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	135.24			296	1	2.00	0.00	0
41	ZZCH9177	1	36in ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	217.24			550	2	1.50	0.00	0
Totals:				6,958.11	1,013	2,215	33,421	93	108.50	11.02	24	
				3,131.15 Kg	456 Kg	997 Kg	33 Metric Tons					



Donaldson Park

Design Number: DD063023-02 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZSG303P	3	6ft BENCH w/ BACK - PERFORATED - IN-GROUND	N/A			1,220				
2	ZZXX0065	2	SPIN CUP	Certified	114.42		602	2	4.00	0.24	2
3	ZZXX0198	1	UNITY SWING FRAME	Certified	270.40		1,221	0	3.00	0.52	0
4	ZZXX0204	1	BASKET SWING	Certified	83.40		1,049	4	0.50	0.00	1
5	ZZXX0260	2	BELT SEAT w/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	17.60		108	2	0.50	0.00	2
6	ZZXX0265	1	INFANT SEAT w/SILVER SHIELD FOR 8ft TOP RAIL	Certified	11.31		90	1	0.25	0.00	1
7	ZZXX0584	1	SPRING RIDER SIDEWINDER CYCLE w/ SIDECAR	Certified	130.04		674	2	2.00		1
8	ZZXX0666	1	CONCERTO VIBES	Certified	134.82		3,188	1	2.00	0.26	1
9	ZZXX0818	1	8ft SINGLE POST SWING ASSEMBLY	N/A	257.68		159	0	2.00	0.24	0
10	ZZXX0819	1	8ft SINGLE POST SWING ADD-A-BAY	N/A	169.58		109	0	2.00	0.12	0
11	ZZXX0892	1	ACCESSIBLE SWING SEAT- 8ft TOP RAIL	Certified	51.90		639	1	0.50	0.00	1
12	ZZXX1054	1	DENALI 4M NET	Certified	440.82		9,142	15	24.00	4.82	1
13	ZZXX1158	1	ACCESSIBLE WHIRL	Certified	968.30		5,686	9	6.50	0.47	1
14	ZZCH0028	2	3.5in OD x 136in STEEL POST w/ RIVETED CAP	Certified	87.02		117	0	2.00	0.25	0
15	ZZCH0038GZ	2	3.5in OD x 148in GROUND ZERO POST	Certified	94.02		127	0	2.00	0.36	0
16	ZZCH0049	4	3.5in OD x 160in STEEL POST w/O CAP	Certified	199.64		254	0	4.00	0.50	0
17	ZZCH0068	2	3.5in OD x 184in STEEL POST POST w/RIVETED CAP	Certified	114.22		155	0	2.00	0.25	0
18	ZZCH0069	4	3.5in OD x 184in STEEL POST w/O CAP	Certified	226.84		292	0	4.00	0.50	0
19	ZZCH0258	4	3.5in OD x 224in STEEL POST w/CAP	Certified	262.04		374	0	4.00	0.52	0
20	ZZCH0891	1	96in DECK STEEL FILLER POST (CH)	Certified	44.50		13	0	0.75	0.13	0
21	ZZCH0616	3	SQUARE COATED DECK ASSEMBLY	Certified	164.58		521	9	3.00	0.00	0
22	ZZCH0617	1	TRIANGULAR COATED DECK ASSEMBLY	Certified	29.90		120	2	1.00	0.00	0
23	ZZCH2007	1	TRANSFER STATION w/TAIL GUARDRAILS (36in DECK)	Certified	148.40		310	2	2.00	0.09	0



Donaldson Park

Design Number: DD063023-02 - Bill Of Material

Ref.	No.	Part No.	Description	Quantity
Posts				
	1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	2
	2	ZZCH0038GZ	3.5in OD x 148in GROUND ZERO POST	2
	3	ZZCH0049	3.5in OD x 160in STEEL POST W/O CAP	4
	4	ZZCH0068	3.5in OD x 184in STEEL POST W/RIVETED CAP	2
	5	ZZCH0069	3.5in OD x 184in STEEL POST W/O CAP	4
	6	ZZCH0258	3.5in OD x 224in STEEL POST W/CAP	4
	7	ZZCH0891	96in DECK STEEL FILLER POST (CH)	1
Decks & Kick Plates				
	8	ZZCH0616	SQUARE COATED DECK ASSEMBLY	3
	9	ZZCH0617	TRIANGULAR COATED DECK ASSEMBLY	1
ADA Items				
	10	ZZCH2007	TRANSFER STATION W/TALL GUARDRAILS (36in DECK)	1
	11	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides				
	12	ZZCH3236	ZIGZAG SLIDE (60in DECK)	1
	13	ZZCH4696	MIGHTY DESCENT	1
Activity Panels				
	14	ZZCH4290	POST MOUNTED STEERING WHEEL	1
	15	ZZCH4578	ANYWHERE SEAT	1
Climbers				
	16	ZZCH4704	VERTICLIMBER 72in	1
	17	ZZCH4707	CONVERGE	1
	18	ZZCH6757	5ft GEO CLIMBER	1
	19	ZZCH7160	6ft TWISTED CLIMBER	1
	20	ZZCH8289	RIBBON CLIMBER (36in DECK)	1
Overhead Events				
	21	ZZCH5770	LEG LIFT	1
	22	ZZCH5780	6ft HORIZONTAL LOOP LADDER	1
	23	ZZCH5970	OVERHEAD EVENT ACCESS LADDER (36in DECK)	1
GroundZero Balance				
	24	ZZCH6799	VORTEX (CH)	1
Audible Activities				
	25	ZZCH4649	POST MOUNT DRUM	1
Roofs & Arches				
	26	ZZCH9846	CABANA ROOF	2
Stairs and Ladders				
	27	ZZCH9170	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
	28	ZZCH9177	36in ACCESS STEPPED PLATFORM (DECK TO DECK)	1

FAIRWOOD PARK



 **MIDWEST
PLAYSCAPES**

8632 Eagle Creek Circle, Savage, MN 55378
www.MIDWESTPLAYSCAPES.com

direct: 952.895.8888
fax: 952.895.8889
toll free: 800.747.1452

playscapes@earthlink.net

Fairwood Park
Richfield, MN

00063023-01

 **PLAYWORLD**
The world needs play.

FAIRWOOD PARK



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PLAYSCAPES**

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Fairwood Park
Richfield, MN

D0063023-01

 **PLAYORLD**
the world needs RVI

FAIRWOOD PARK



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Fairwood Park
Richfield, MN

OD063023-01

PLAYWORLD
The world needs play.

FAIRWOOD PARK



!!!! MIDWEST
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Fairwood Park
Richfield, MN

OD063023-01

PLAY ORL'D
The world needs play

FAIRWOOD PARK



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Fairwood Park
Richfield, MN

DD063023-01

PLAYWORLD
The world needs play.

FAIRWOOD PARK

**MIDWEST
PLAYSCAPES**
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toll free: 800.747.1452
playscapes@earthlink.net



Fairwood Park
Richfield, MN
DD063023-01

Decks

Brown

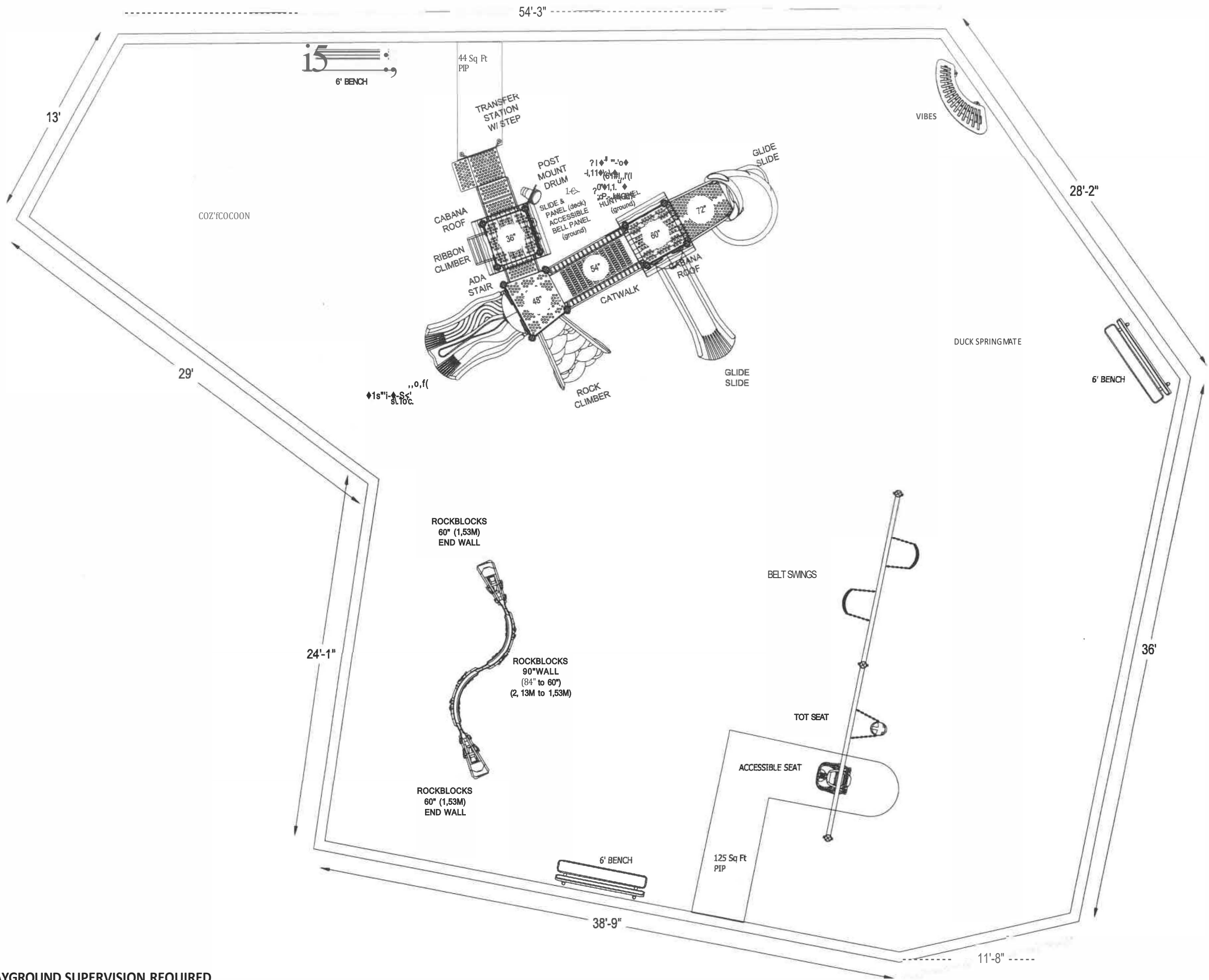
Plastics

Forest Green, Brownstone,
Forest green-Sand

Posts and Components

Beige, Green





*PLAYGROUND SUPERVISION REQUIRED

PL ORLD'

MIDWEST PLAYSCAPES, INC.
8632 Eagle Creek Circle
Savage, MN 55378

EQUIPMENT SIZE:
SeeDWG

USE ZONE:
SeeDWG

AREA: 3,220 SqFt. PERIMETER: 234 Ft.

FALL HEIGHT:
6 Ft.

USER CAPACITY: 55 AGE GROUP: 2-12

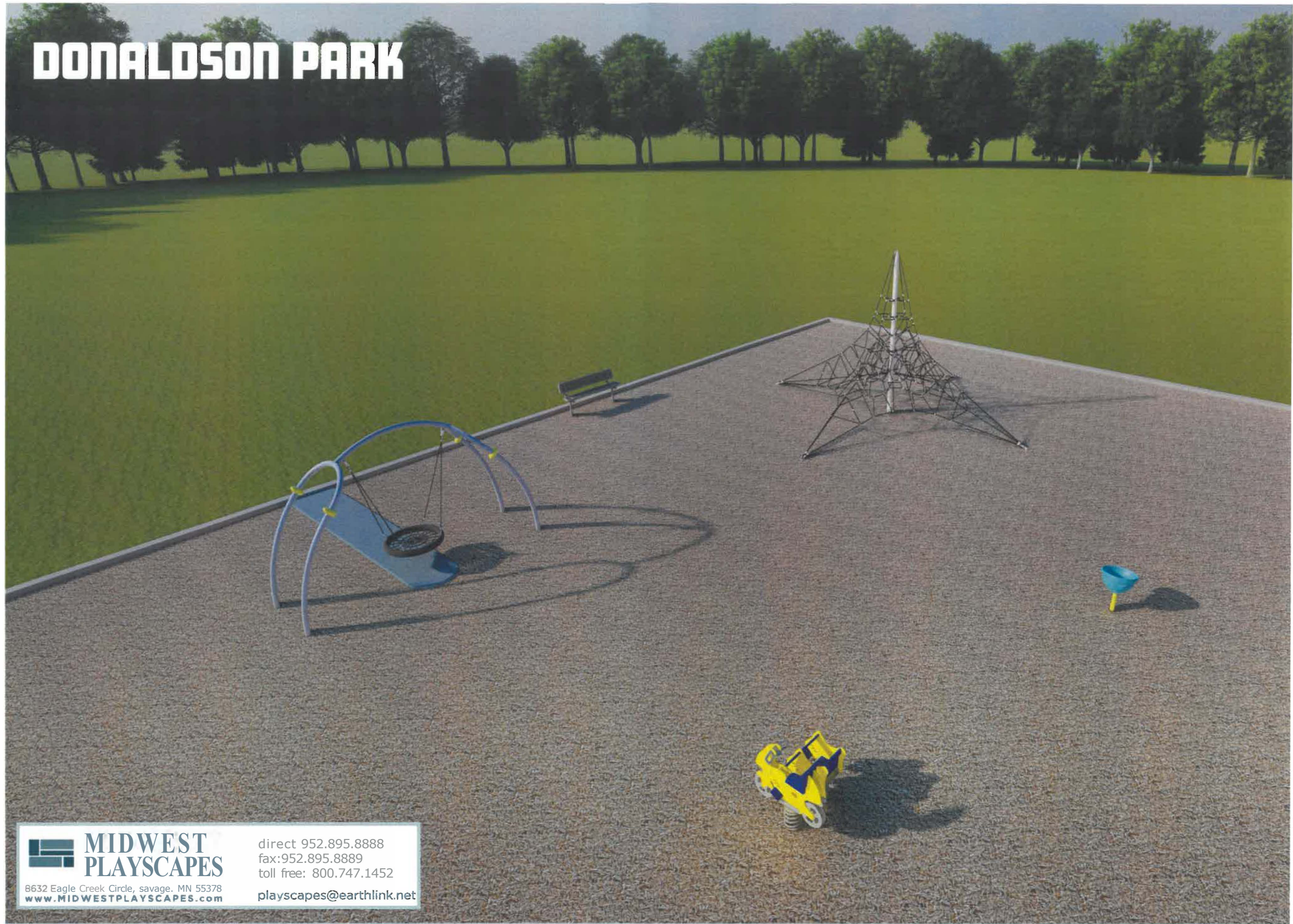
DA SCH=DUL < 17	Total Elevated Play Activities:		7
	Total Ground-Level Play Activities:		3
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
	Required	4	2
Provided		7	3

@

PROJECT NO: DD063023-01	SCALE: NTS
DRAWN BY: Mlokowich	Paper Size B
DATE: 07-05-263	

Fa 00c Pak

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Richfield, MN

00063023-02

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DD063023-02

Decks Plastics Posts and Components



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fax: 952.895.8889
toll free: 800.747.1452

playscapes@earthlink.net

Quotation



Project: Donaldson Park Revision / City of Richfield

Contact: Amy Markle

Ship To: 7000 Nicollet Ave
Richfield, MN 55423

Email: amarkle@richfieldmn.gov

Shipping Contact Name:

Phone: 612-861-9394

Fax:

Bill To:

Date: 8/11/23

Qty	Design/Item #	Description	Total
1	DD080923-01	Playworld Playground *Price includes all play equipment shown in design #DD080923-01	\$ 115,007.00
360 cu yds	EWf	Engineered Wood Fiber	\$ 6,924.00
338 Sq Ft	PIP	Poured in Place Rubber Access Pads *Price includes all materials and installation	\$ 10,816.00
340 ft		Concrete Border	\$ 17,000.00
		Performance and Payment Bond	\$ 2,088.00
		Less Coop Discount	\$ (19,551.00)
		Additional Discount	\$ (15,000.00)
			Subtotal \$ 117,284.00
			Freight \$ 3,800.00
			Sales Tax
			Local Sales Tax
			Total \$ 121,084.00

Options

☒ Add \$22,746 for installation of all play equipment and safety surfacing shown in design #DD080923-01, removal and disposal of existing equipment, excavation, fabric, drain tile and finish sod, removal and disposal of existing curb and footings from existing playground equipment site.

NOTE: Freight Quotes are good for 10 days from quote date above, due to rising fuel costs. Quote will need to be re-evaluated after this time frame.

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 17-20 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed:

Dominic Dvorak
Dominic Dvorak

Accepted:

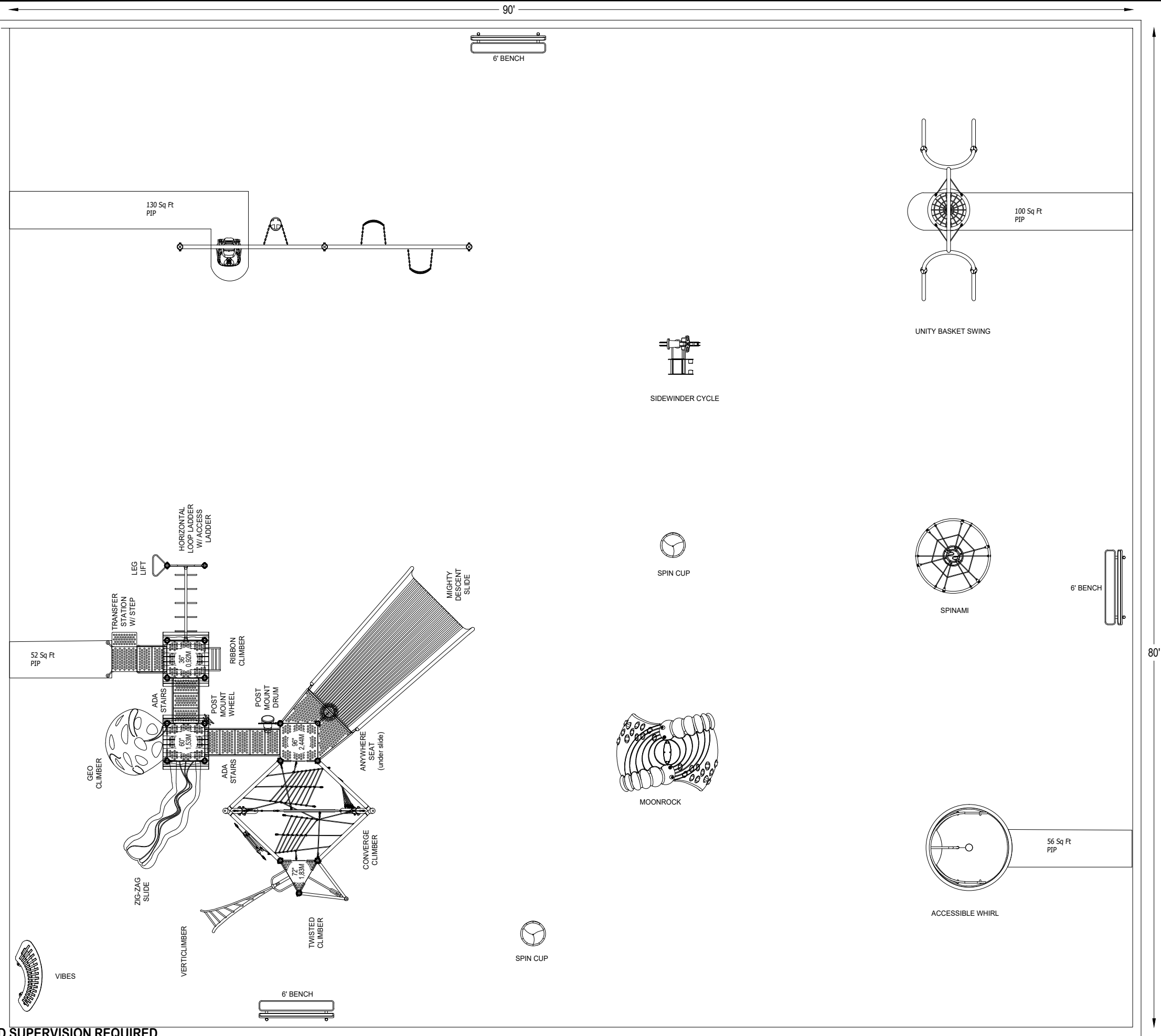
Date:

Printed Name:

Amy Markle
110-2-2023
Amy Markle

121,084
22,746
\$143,830

*PLAYGROUND SUPERVISION REQUIRED



MIDWEST PLAYSCAPES, INC.
8632 Eagle Creek Circle
Savage, MN 55378

EQUIPMENT SIZE:
See DWG

USE ZONE:
See DWG

AREA: 7,200 SqFt. PERIMETER: 340 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY: 93 AGE GROUP: 2-12

ADA SCHEDULE	Total Elevated Play Activities: 8		
	Total Ground-Level Play Activities: 4		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	3	3
Provided	5	3	3

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO: DD080923-01	SCALE: NTS
DRAWN BY: M Lokowich	Paper Size B
DATE: 08-09-23	

Donaldson Park
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Donaldson Park
Richfield, MN
DD080923-01

Decks

Plastics

Posts and Components

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Donaldson Park
Richfield, MN

DD080923-01

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Donaldson Park

Design Number: DD080923-01 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	2
2	ZZCH0049	3.5in OD x 160in STEEL POST W/O CAP	4
3	ZZCH0068	3.5in OD x 184in STEEL POST POST W/RIVETED CAP	2
4	ZZCH0069	3.5in OD x 184in STEEL POST W/O CAP	4
5	ZZCH0258	3.5in OD x 224in STEEL POST W/CAP	4
6	ZZCH0891	96in DECK STEEL FILLER POST (CH)	1
Decks & Kick Plates			
7	ZZCH0616	SQUARE COATED DECK ASSEMBLY	3
8	ZZCH0617	TRIANGULAR COATED DECK ASSEMBLY	1
ADA Items			
9	ZZCH2007	TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	1
10	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
11	ZZCH3236	ZIGZAG SLIDE (60in DECK)	1
12	ZZCH4696	MIGHTY DESCENT	1
Activity Panels			
13	ZZCH4290	POST MOUNTED STEERING WHEEL	1
14	ZZCH4578	ANYWHERE SEAT	1
Climbers			
15	ZZCH4704	VERTICLIMBER 72in	1
16	ZZCH4707	CONVERGE	1
17	ZZCH6757	5ft GEO CLIMBER	1
18	ZZCH7160	6ft TWISTED CLIMBER	1
19	ZZCH8289	RIBBON CLIMBER (36in DECK)	1
Overhead Events			
20	ZZCH5770	LEG LIFT	1
21	ZZCH5780	6ft HORIZONTAL LOOP LADDER	1
22	ZZCH5970	OVERHEAD EVENT ACCESS LADDER (36in DECK)	1
Audible Activities			
23	ZZCH4649	POST MOUNT DRUM	1
Roofs & Arches			
24	ZZCH9846	CABANA ROOF	2
Stairs and Ladders			
25	ZZCH9170	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
26	ZZCH9177	36in ACCESS STEPPED PLATFORM (DECK TO DECK)	1

Donaldson Park

Design Number: DD080923-01 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZSG303P	3	6ft BENCH W/ BACK - PERFORATED - IN-GROUND	N/A				1,220				
2	ZZXX0065	2	SPIN CUP	Certified	114.42			602	2	4.00	0.24	2
3	ZZXX0148	1	MOON ROCK	Certified	242.30			1,073	8	4.00	0.18	1
4	ZZXX0151	1	SPINAMI	Certified	342.66			1,908	7	6.00	0.33	1
5	ZZXX0198	1	UNITY SWING FRAME	Certified	270.40			1,221	0	3.00	0.52	0
6	ZZXX0204	1	BASKET SWING	Certified	83.40			1,049	4	0.50	0.00	1
7	ZZXX0260	2	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	17.60			108	2	0.50	0.00	2
8	ZZXX0265	1	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	Certified	11.31			90	1	0.25	0.00	1
9	ZZXX0584	1	SPRING RIDER SIDEWINDER CYCLE W/ SIDECAR	Certified	130.04			674	2	2.00		1
10	ZZXX0666	1	CONCERTO VIBES	Certified	134.82			3,188	1	2.00	0.26	1
11	ZZXX0818	1	8ft SINGLE POST SWING ASSEMBLY	N/A	257.68			159	0	2.00	0.24	0
12	ZZXX0819	1	8ft SINGLE POST SWING ADD-A-BAY	N/A	169.58			109	0	2.00	0.12	0
13	ZZXX0892	1	ACCESSIBLE SWING SEAT- 8ft TOP RAIL	Certified	51.90			639	1	0.50	0.00	1
14	ZZXX1158	1	ACCESSIBLE WHIRL	Certified	968.30			5,686	9	6.50	0.47	1
15	ZZCH0028	2	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	87.02			117	0	2.00	0.25	0
16	ZZCH0049	4	3.5in OD x 160in STEEL POST W/O CAP	Certified	199.64			254	0	4.00	0.50	0
17	ZZCH0068	2	3.5in OD x 184in STEEL POST POST W/RIVETED CAP	Certified	114.22			155	0	2.00	0.25	0
18	ZZCH0069	4	3.5in OD x 184in STEEL POST W/O CAP	Certified	226.84			292	0	4.00	0.50	0
19	ZZCH0258	4	3.5in OD x 224in STEEL POST W/CAP	Certified	262.04			374	0	4.00	0.52	0
20	ZZCH0891	1	96in DECK STEEL FILLER POST (CH)	Certified	44.50			13	0	0.75	0.13	0
21	ZZCH0616	3	SQUARE COATED DECK ASSEMBLY	Certified	164.58			521	9	3.00	0.00	0
22	ZZCH0617	1	TRIANGULAR COATED DECK ASSEMBLY	Certified	29.90			120	2	1.00	0.00	0
23	ZZCH2007	1	TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	Certified	144.90			310	0	2.00	0.09	0



Donaldson Park

Design Number: DD080923-01 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
24	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
25	ZZCH3236	1	ZIGZAG SLIDE (60in DECK)	Certified	153.73			679	2	2.00	0.03	1
26	ZZCH4696	1	MIGHTY DESCENT	Certified	748.80			1,285	8	7.00	0.18	1
27	ZZCH4290	1	POST MOUNTED STEERING WHEEL	Certified	7.83			44	1	0.25	0.00	1
28	ZZCH4578	1	ANYWHERE SEAT	Certified	31.10			90	1	0.25	0.00	1
29	ZZCH4704	1	VERTICLIMBER 72in	Certified	126.40			91	2	1.50	0.13	1
30	ZZCH4707	1	CONVERGE	Certified	714.90			1,443	10	9.00	0.38	1
31	ZZCH6757	1	5ft GEO CLIMBER	Certified	120.46			535	2	2.00	0.09	1
32	ZZCH7160	1	6ft TWISTED CLIMBER	Certified	117.65			241	2	2.00	0.60	1
33	ZZCH8289	1	RIBBON CLIMBER (36in DECK)	Certified	35.02			101	2	1.50	0.06	1
34	ZZCH5770	1	LEG LIFT	Certified	6.76			30	1	0.50	0.00	1
35	ZZCH5780	1	6ft HORIZONTAL LOOP LADDER	Certified	55.72			124	4	1.00	0.00	1
36	ZZCH5970	1	OVERHEAD EVENT ACCESS LADDER (36in DECK)	Certified	25.12			71	1	1.50	0.06	0
37	ZZCH4649	1	POST MOUNT DRUM	Certified	12.78			167	1	0.50	0.00	1
38	ZZCH9846	2	CABANA ROOF	Certified	152.10			779	0	1.00	0.00	0
39	ZZCH9170	1	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	135.24			296	1	2.00	0.00	0
40	ZZCH9177	1	36in ACCESS STEPPED PLATFORM (DECK TO DECK)	Certified	217.24			550	2	1.50	0.00	0
Totals:					6,764.73	983	2,158	26,481	89	90.50	6.17	24
					3,044.13 Kg	442 Kg	971 Kg	26 Metric Tons	4.69 m3			



Donaldson Park

Design Number: DD080923-01 - Compliance and Technical Data

Reference Document: ASTM F1487

				Unit	Total	Pre-Consumer	Post-Consumer	CO2e				Active
Ref.				ASTM	Weight	Recycled	Content	Footprint	Users	Install	Concrete	Play
No.	Part No.	Qty.	Description	Status	(lbs)	(lbs)	(lbs)	(kgs)		Hours	(Yds3)	Events

ASTM F1487

The lay-out for this custom playscape, design number DD080923-01, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	10.



STAFF REPORT NO. 152
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Matt Hardegger, Transportation Engineer
Kristin Asher, Public Works Director
11/7/2023

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
11/8/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a first reading of an ordinance amending Section 1305 of the Richfield City Code, authorizing the City Engineer to set speed limits on municipal roadways.

EXECUTIVE SUMMARY:

Staff were directed by Council to explore reductions in municipal speed limits under Minnesota Statutes, Chapter 169.14. In order for changes to take effect, the City Council must legislate the responsibility for setting the speed limits. Other local cities, including Edina and St. Louis Park, have legislated this responsibility with an ordinance which states that the City Engineer shall set speed limits for local streets in accordance with Minnesota Statutes.

The first reading provides an opportunity for Council and the public to review the proposed ordinance before final approval at a second reading and vote. Approval of the first reading does not preclude potential changes at the second reading. The proposed ordinance would authorize the City Engineer to implement the proposed city-wide speed limit changes developed over the course of 3 work sessions (October 11, 2022/May 9, 2023/October 24, 2023), and summarized in the staff presentation from the October 24, 2023 work session. The staff presentations and minutes from these meetings are attached to this report. There is not Council consensus on the staff recommended speed limit on 76th and 77th Streets, so staff will present an alternate option specific to 76th and 77th for Council consideration at the second reading on December 12th. To conform with State statute, the alternate option will need to be passed by resolution, while the City Engineer would set the speed limit on all other streets per the ordinance. Staff will also present a resolution to rescind the urban district designation on Lyndale Avenue so that the Lyndale Avenue speed limit can also be established by the City Engineer according to the proposed ordinance.

RECOMMENDED ACTION:

By Motion: Approve the first reading of an ordinance amending Section 1305 of the Richfield City Code and schedule a second reading for December 12th, 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In 2019, the Minnesota legislature passed legislation that allows cities to set their own speed limits without the Minnesota Commissioner of Transportation conducting an investigation. This statutory text is contained in Minnesota Statutes Chapter 169.14, Subdivision 5h.

Since then, several cities around Richfield have exercised this authority by authorizing their City Engineer to set speed limits within the city according to the requirements laid out in 169.14.

Staff were directed by City Council to explore reductions in speed limits on local streets, from which procedures were developed to set local speed limits in accordance with the statutory requirements over the course of 3 work sessions in 2022 and 2023.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic considerations: None

Equity considerations: Providing the City Engineer the authority to set non-statutory speed limits allows for the opportunity to set speed limits below the statutory limits. This has the potential to create improved safety conditions for all street users, especially pedestrians, bicyclists, children, and those with disabilities.

A further discussion on equity considerations with the specific speed limit proposals will be included in the staff report for the 2nd reading of this ordinance.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Minnesota Statutes, Chapter 169.14 gives cities the authority to set their own speed limits if certain criteria are followed.

D. CRITICAL TIMING ISSUES:

Final adoption of an ordinance is preferred by city staff prior to the end of 2023 to begin material procurement, sign production, and signal timing changes for implementation in 2024.

E. FINANCIAL IMPACT:

No financial impact results from the first reading of this ordinance. A total of \$200,000 in Franchise Fee revenue is included in the 2024 Capital Improvement Budget to implement enacted changes.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ Speed Limit Ordinance	Ordinance
▣ Existing Speed Limits	Exhibit
▣ Proposed Speed Limits	Exhibit
▣ Old Work Session Reports Minutes and Presentations	Exhibit

BILL NO. 2023-

**AN ORDINANCE AMENDING CHAPTER XIII OF THE
RICHFIELD CODE OF ORDINANCES PERTAINING TO
PARKING AND TRAFFIC**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Chapter XIII, Section 1305 of the Richfield Code of Ordinances is amended to add Subsection 1305.41 as follows:

1305.41 – Regulation of Speed.

Speed limit on city streets. The city engineer may establish speed limits for city streets under the city's jurisdiction as authorized in Minnesota Statutes, Section 169.14. A comprehensive listing and the procedures relied upon to establish speed limits under this section shall be kept on file by the city engineer and will be made readily available for public inspection.

Section 2. This ordinance will be effective in accordance with Section 3.09 of the City Charter.

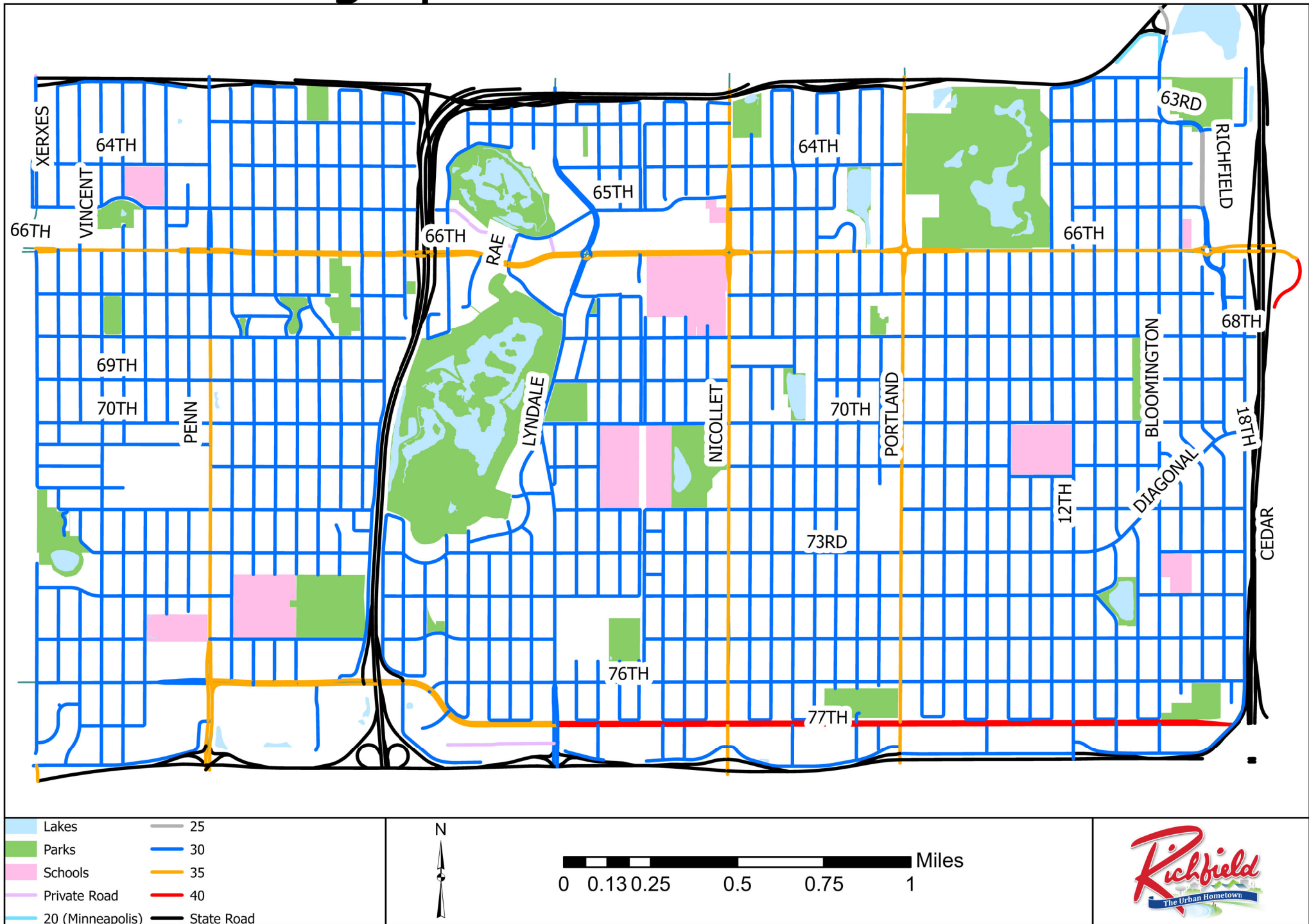
Adopted by the City Council of the City of Richfield, Minnesota this 12th Day of December, 2023.

Mary Supple, Mayor

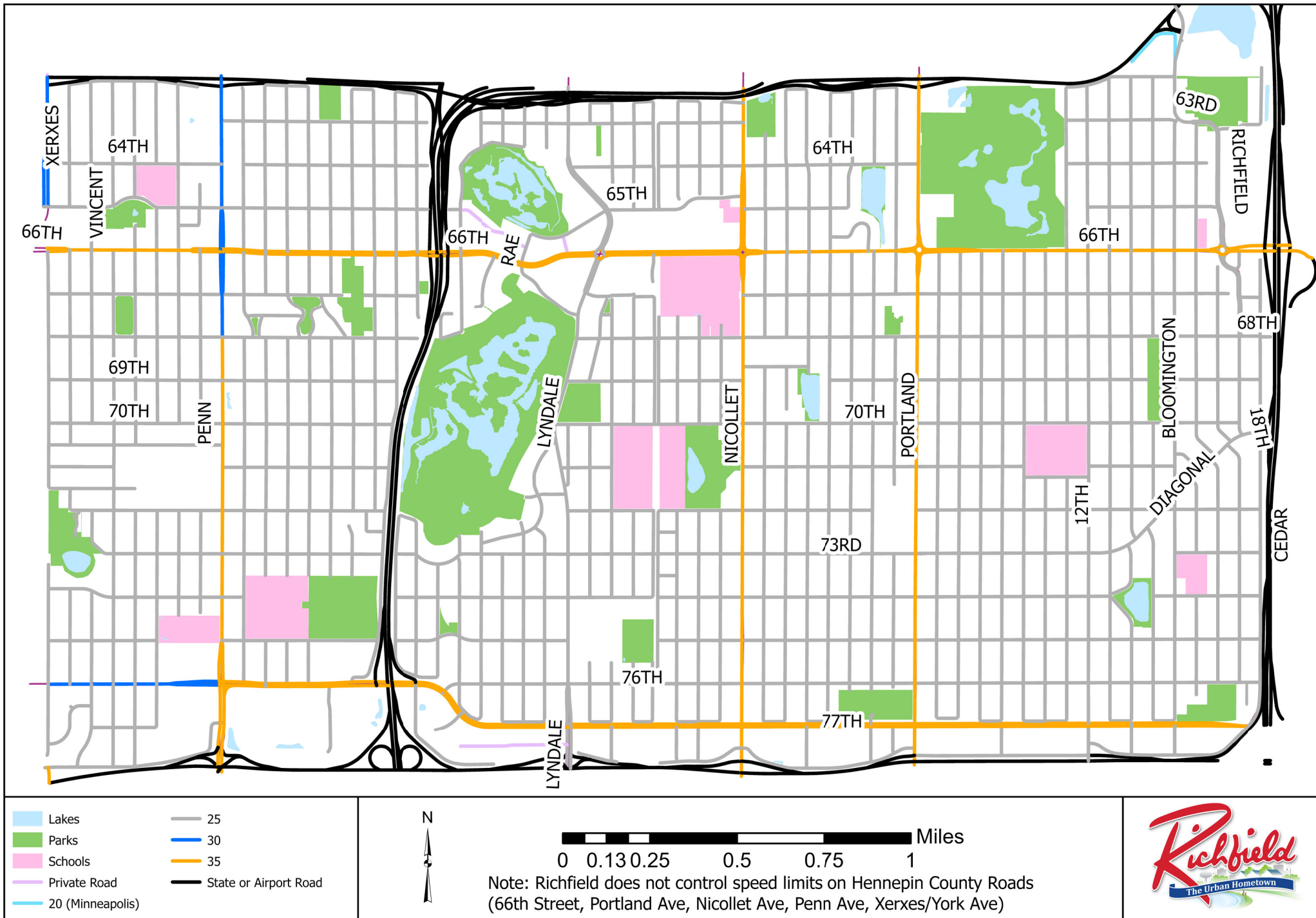
ATTEST:

Dustin Leslie, City Clerk

Existing Speed Limits - October 2023



Proposed Speed Limits - October 2023



Staff Report from prior meeting - For reference only

AGENDA SECTION:

Work Session Items

AGENDA ITEM #

2.



STAFF REPORT NO. 24

WORK SESSION

10/11/2022

REPORT PREPARED BY: Ben Manibog, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/5/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2022

ITEM FOR WORK SESSION:

Overview of local speed limits, staff's ongoing speed limit study, possible options the city can proceed with, and a staff recommendation for discussion.

EXECUTIVE SUMMARY:

Public Works staff seek to use this work session to provide a general update to the City Council and Transportation Commission on the status of local speed limits, possible options the city can proceed with, and staff's proposed recommendation for discussion.

Staff recommend a default speed limit of 25 mph with exceptions for select 30 mph roads and one 35 mph road. Alleys would remain at 10 mph. Making an official speed limit change will require a subsequent council meeting with corresponding resolutions and ordinances.

DIRECTION NEEDED:

Staff is seeking direction from City Council and the Transportation Commission on the following questions:

- **Should Public Works continue to evaluate local speed limits?**
- **What additional information do Council members or Commission members need to make decisions?**

BACKGROUND INFORMATION:

A. HISTORICAL CONTEXT

In 2019, the Minnesota Legislature gave cities increased authority to set local speed limits. This legislation does not include county, state, airport, or private roads.

All Minnesota cities that set local speed limits must:

- Do it in a "consistent and understandable manner"
- Do it "based on the city's safety, engineering, and traffic analysis"
- Provide "appropriate signage"
- Consider "methods to effectively communicate the change to the public"

Since then, some cities in the metro have evaluated their speed limits and made changes. Richfield staff

Staff Report from prior meeting - For reference only

was directed to evaluate our current traffic landscape and make a recommendation on whether our speed limits should change.

From 1998 to 2001, the City of Richfield (as a part of our legislative priorities) supported legislation for a 25 mph urban speed zone.

In 2018, the city's pedestrian plan included a measure to "Pursue legislative policy changes to allow for reduced speed limits on residential streets".

Under current state statute, the default speed limit for any local road is 30 mph and for any alley is 10 mph.

Historically, speed limits have been set based on the 85th percentile speed, the speed where 15% of people travel faster. In the past ten years, there has been building evidence this method is outdated. A study by the National Transportation Safety Board found that there was no evidence equating to lower crash involvement when setting with the 85th percentile. The current recommended changes to the Manual of Uniform Traffic Control Devices (MUTCD) state that the 85th percentile should apply only on freeways, expressways, or rural highways. The MUTCD still awaits an update after public comments were taken in 2020 and 2021.

The National Association of City Transportation Officials (NACTO) released guidance on setting local speed limits in 2020. As a part of their guidance and recommendations, the maximum speed limit for urban areas is 35 mph. This maximum limit is for roads with low activity AND low conflict density.

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

Changing speed limits requires an ordinance clarifying the city code as well as other housekeeping resolutions.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

Speed limit changes are included in the 2023 CIB and 2024 CIP for an overall total cost of \$200,000. The costs include new signs, traffic signal re-timing and modifications, and a public education campaign.

E. LEGAL CONSIDERATION:

Changing speed limits requires an ordinance clarifying the city code as well as other housekeeping resolutions.

ALTERNATIVE(S):

None

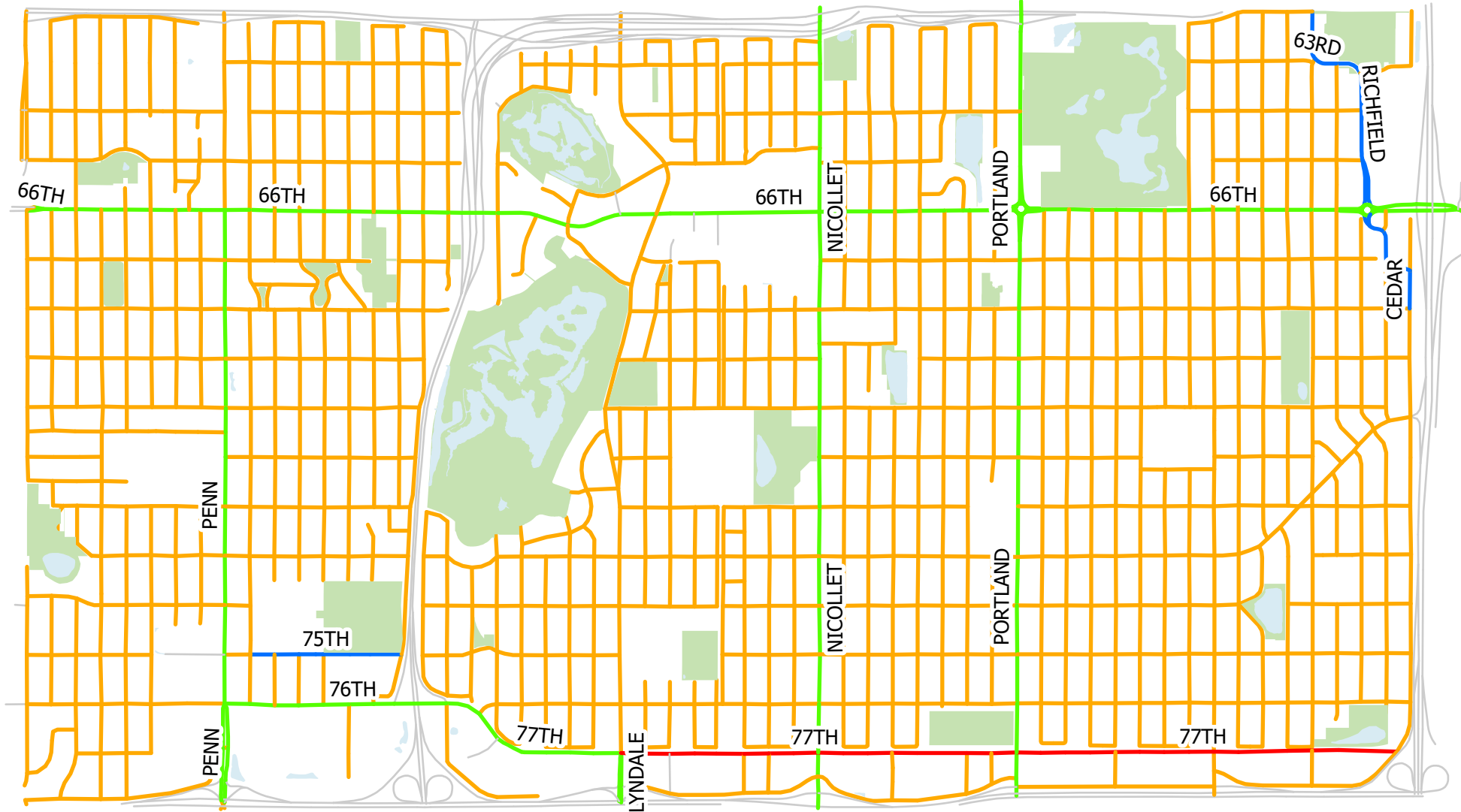
PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ Existing speed limits	Exhibit
▣ Road jurisdiction map	Exhibit
▣ Recommended speed limits 10/11/22	Exhibit
▣ Staff presentation	Presentation

Existing speed limits 2022



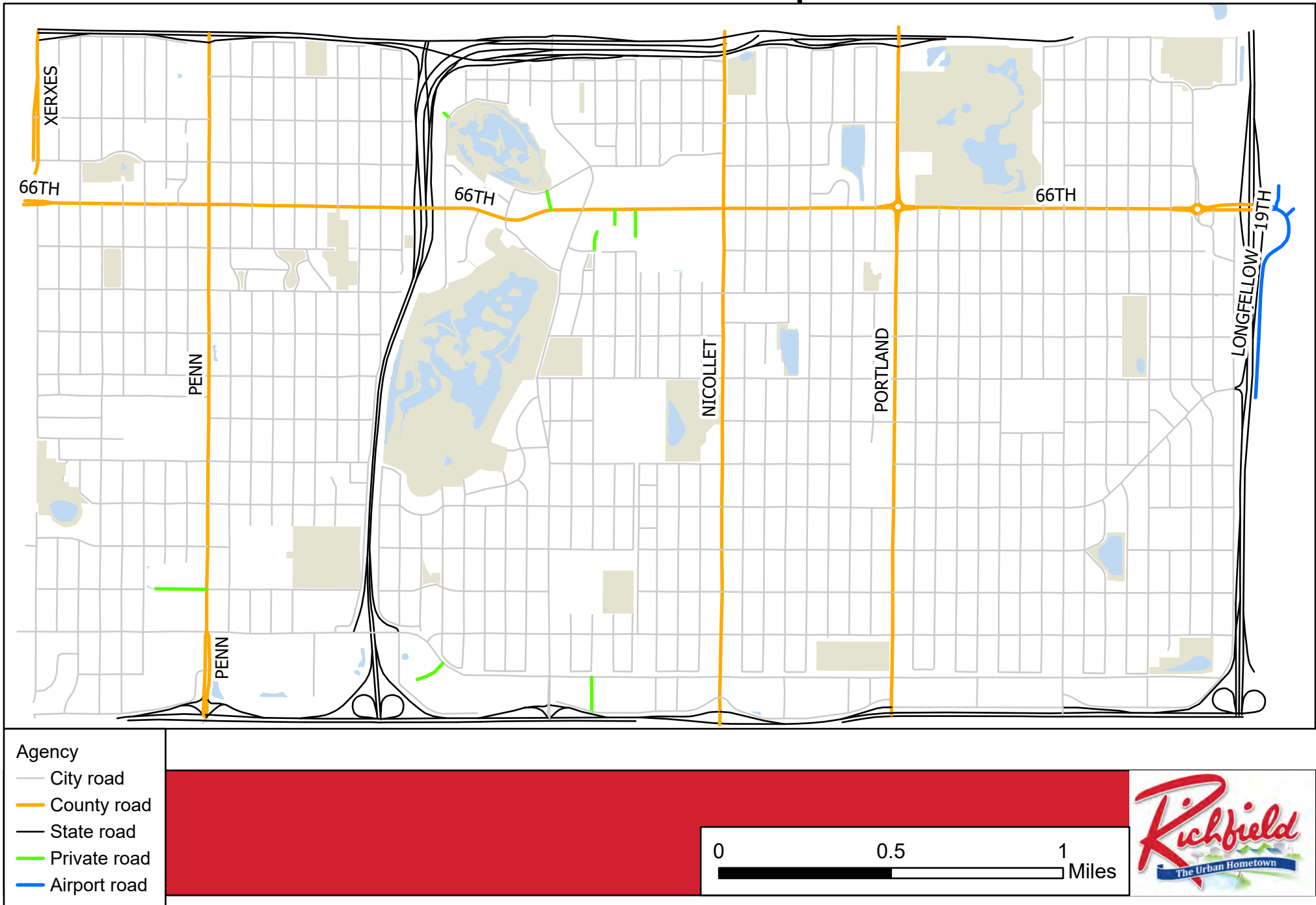
Existing speed limit

- 25 mph
- 30 mph
- 35 mph
- 40 mph
- Highway, private, or other community

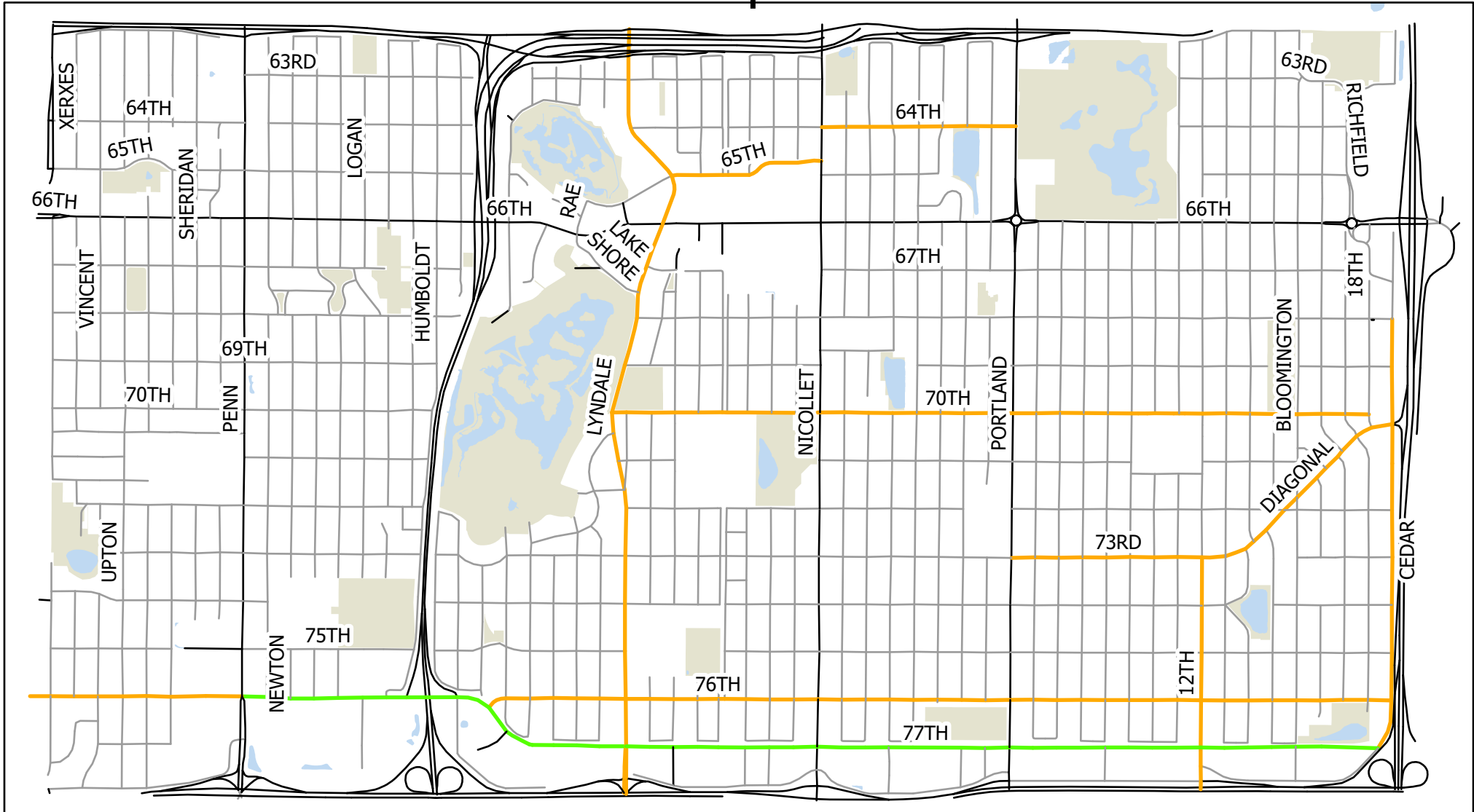
0 0.25 0.5 1 Miles



Road ownership 2022



Recommended speed limits 10/11/22



- 25 mph
- 30 mph
- 35 mph
- County, state, or private road

0 0.5 1 Miles





CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Joint City Council and Transportation Commission Work Session

October 11, 2022

CALL TO ORDER

Mayor Regan Gonzalez called the work session to order at 5:48 p.m. in the Bartholomew Room.

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

Transportation Commission Members Present: Husniyah Bradley, Chair; David Gepner, Jim Mahoney, Kyle Schmidt; Dan Edgerton

Transportation Commission Members Absent: Mollie O'Howard, Jeffrey Walz, Louis Dzierzak

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Chris Link, Deputy Public Works Director; Joe Powers, City Engineer; Ben Manibog, Transportation Engineer; Scott Kulzer, Administrative Aide/Analyst; Jay Henthorne, Public Safety Director/Police Chief; and Chris Swanson, Management Analyst.

Others Present: Jan Matheus, Bike Advocates Liaison; Kevin Wendt, Community Services Commission Liaison

ITEM #1

OVERVIEW OF THE EMERALD ASH BORER (EAB) REMOVAL ASSISTANCE ARPA PROGRAM AND SEEK DIRECTION FROM THE CITY COUNCIL ON CERTAIN PROGRAM DETAILS

City Manager Rodriguez introduced the topic and turned over the presentation to Public Works Director Asher. Director Asher introduced the topic and asked for guidance from the City Council on the Emerald Ash Borer (EAB) Removal Assistance program funded by American Rescue Plan Act (ARPA) funds.

Director Asher turned the presentation over to Deputy Public Works Director Link and Administrative Aide/Analyst Kulzer. Analyst Kulzer provided an overview on the proposed EAB program including who would qualify for the funding and stated that staff is looking final input for council on a few parts of the EAB program.

Analyst Kulzer provided a summary on EAB in Richfield and highlighted the main questions staff had for City Council. These included staff capacity, the number of residents served, various cost share scenarios, and if there be a cap on how much the city provides to resident. Additionally, Analyst

Kulzer asked if Council believes we should open funding retroactively to assist the homeowners who had trees removed this year and if the city should require replacement trees to qualify for EAB funding. Analyst Kulzer then turned over the presentation to Deputy Public Works Director Link for additional comments on the proposed EAB program. Deputy Director Link went over pricing mechanisms for trees and detailed how the cost of removal can escalate quickly depending on the number of trees removed.

Council Member Hayford Oleary asked how many residents would have been eligible to receive funding if this EAB grant was offered in 2022. Deputy Director Link stated he was not sure how many would have met this requirement, as we don't know the income of the household who did have trees removed this year. Council Member Hayford Oleary recognized there are residents who have already paid for having trees removed. He was supportive of their decision, but does not feel that retroactively allowing these folks to apply for this new funding would further the city's goals of addressing EAB in Richfield.

Council Member Trautmann stated he had similar concerns as those mentioned by Council Member Hayford Oleary. He also shared concerns about placing a cap on payments and noted that many families already shoulder the burden disproportionately as their finances are capped by their income. He supported the staff recommendation to allow residents to retroactively apply for the new EAB funding.

Council Member Supple wondered what would happen if there were more applications than funding available. Deputy Director Link stated this program is first come first serve, but would also target specific areas of our communities identified in our equity toolkit. Analyst Kulzer mentioned city wide promotions along with targeted mailing to areas identified in the equity toolkit.

Council Member Whalen said he is worried about not having a cap because he doesn't want all the funds used by a small number of projects. That said, he also recognized that removing multiple trees from one property increases the costs but providing funding to community members in that case is ultimately a good use of these EAB funds. Council Member Whalen had a question on requiring replacement trees. He initially wanted to require replacement trees, but recognizes the additional staff time this would require. He would be interested in looking for ways the city can nudge residents to purchase replacement trees. Deputy Director Link stated we're limited by what we can purchase with an assessment. As it stands, state law on tree assessments only allow the city to cover the cost for a removal of a diseased trees. State law does not allow an assessment to cover the cost for a replacement tree. Council Member Whalen asked if, by structuring the EAB program as we have, we could support residents in at least assisting with the cost for the removal of the tree, and that, by providing that funding, the city is functionally providing the resident some money that could be used to purchase a tree. Deputy Director Link stated this is correct and the assessment process allows residents a full year to pay before the charge is placed on property taxes. He noted that just because a family participates in the program the tree abatement charge may not be assessed. Council Member Whalen thanked staff for the clarification statements and said he would be comfortable with staff proposals included in the report.

Council Member Supple agreed with the recommendations but would like staff to work to identify way to encourage residents to plant a wide variety of replacement trees.

Mayor Regan Gonzalez stated she is comfortable with most of the items proposed. She did still have a larger question on if the funds should retroactively be available to residents who had trees removed this year. She would like to hear more from council on this matter.

Council Member Hayford Oleary said he agrees with the Mayor and does not support allowing residents to retroactively apply for these funds.

Council Member Whalen felt that by allowing residents to retroactively apply for these funds, we would be not helping the most proactive people. He shared concerns about what would happen if not enough people apply and the city has remaining funds.

Council Member Supple supports allowing residents to apply for this funding retroactively as long as they follow the income requirements proposed by staff.

Council Member Hayford Oleary felt this may water down the impact the ARPA funds may have as few residents will be incentivized to remove more diseased Ash trees. Deputy Director Link stated this was the same discussion they had in their office. He said that staff ultimately decided they should allow residents to retroactively apply for funding as this is the most equitable approach.

Council Member Trautmann said he really doesn't have any strong thoughts on the matter.

Mayor Regan Gonzalez said she really could go either way on this question.

Council Member Hayford Oleary said Deputy Director Link's summary of their thought process on this matter makes sense and would support the staff recommendations.

Deputy Director Link thanked council for their input and provided a summary of the council's direction on the EAB funding program.

ITEM #2	OVERVIEW OF LOCAL SPEED LIMITS, STAFF'S ONGOING SPEED LIMIT STUDY, POSSIBLE OPTIONS THE CITY CAN PROCEED WITH, AND A STAFF RECOMMENDATION FOR DISCUSSION
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Mayor Regan Gonzalez introduced the topic for discussion for the work session and turned it over to Public Works Director Asher who passed the work session to Transportation Engineer Manibog. Engineer Manibog introduced the topic of discussion and went over the current speed limit environment in the state which outlined the state statute that dictates speed limits and the current limits in Richfield. Engineer Manibog went over what methods a number of other cities have in place for setting speed limits within their borders and the historical data on motor vehicle crashes in our city.

Council Member Supple asked if we can assume the reductions in crashes seen in recent years are from less driving during the pandemic or other factors like intentional traffic slowing design. Engineer Manibog said we cannot specifically identify what is causing this decrease but that we already saw this trend occurring before the pandemic. He stated we expect to continue to see these traffic statistics trend in the right direction in the future.

Engineer Manibog went over current speed data for the city collected by Public Works and Public Safety; the data shows that most drivers are driving below the speed limit. Engineer Manibog showed a map of where speed studies have been performed in our city. He noted these studies tended to trend to our white neighborhoods. Historically, speed studies have been performed at the request of the community.

Council Member Trautmann talked about how it's troubling to see the high number of serious injuries from traffic accidents we're experiencing in our city. He asked if staff had any thoughts on why we were seeing higher injuries from traffic accidents in Richfield. Engineer Manibog said many of these crashes are happening on county roads where there are higher allowed speeds.

Transportation Commission Chair Bradley said it would be good to know where these serious crashes are happening so we can work to reduce the trend. Engineer Manibog said he can get that data and will bring to the next meeting.

Council Member Whalen stated he suspects the majority of dangerous crashes are individuals not traveling the speed limit. He said he would like to talk at a later date about how we can do more to discourage individuals from speeding in the first place. He said he would like to know what additional actions we can take to get people to follow the posted speed limits. Engineer Manibog thanked council for those comments. He noted that speed limits are just one part of our toolbox we can use to

reduce these serious accidents. He also noted that cities have only been allowed to make these city specific speed changes since 2019.

Transportation Commissioner Gepner asked if this was an exercise in futility and asked for the thoughts of Police Chief Henthorne. Chief Henthorne responded that although we're still seeing speeders in Richfield it's not as many as there were a few years ago. He mentioned the Richfield Police Department receives complaints on speeding in neighborhoods, but the trend is mostly on the larger county roads.

Engineer Manibog went through the staff recommendations. The recommendations include a default 25 speed limit across the city, with higher speed limits on specific roads. Engineer Manibog noted that, with the staff recommendations, we still end up with higher speeds in more traditionally diverse neighborhoods, but we can continue to look at traffic calming items for areas in the future. He also went over how we are able to build flexibility built into these recommendations.

Transportation Commissioner Mahoney said he was interested in where serious crashes were happening. He wondered if the Council and Commission could get more information on these accidents. He was not sure if speed was the main issue with these incidents and was wondering if other calming measures may reduce the number of accidents in the city.

Council Member Hayford O'Leary thanked staff for the presentation and said he feels the speed currently proposed by staff, 25 mph, is too high. He worried about the safety on roads that may be approved for higher speeds; look at what speeds are appropriate for the community and not what speeds residents are currently driving. Council Member Hayford O'Leary showed a "20 is plenty" sign from Minneapolis and discussed how these slower speeds are much less dangerous to pedestrians. He asked staff for their reasoning behind the proposed 25 mph speed limit. Engineer Manibog talked about how our streets are generally wider and how there is a lot less on-street parking compared to other cities. Council Member Hayford O'Leary agreed with these points, but shared that it's important to set a goal and that 77th Street should be set at the same speed as other main through roads.

Council Member Whalen acknowledged the difference between 20 and 25 mph and would push for a lower speed across the city. He stated that there are accessible roads people can use if they want to go faster. He shared a few specific areas he would like to adjust the standard speeds based on his own use of the roads and what he has heard from residents.

Commissioner Gepner wondered about adding more stop signs in residential areas to slow speeds.

Council Member Trautmann went over some specific areas that have a high concentration of pedestrians that are seniors and/or individuals with disabilities and shared that the lower speed limit is good for teenagers who are just learning to drive. Council Member Trautmann asked Chief Henthorne about the proposed speeds and if this change would overwhelm the police force. Chief Henthorne shared that Saint Louis Park did see some increase in enforcement and education when the speeds were dropped and that the Richfield Police Department would need to prepare for this additional work if these changes were adopted.

Transportation Commissioner Edgerton said some of the proposed speeds still seemed fast. He discussed how the time saved driving through the city in one of these faster speed zones is less than a minute, yet the mortality is significantly raised if there is a crash.

Council Member Supple agreed the city shouldn't not set limits based on the speeds community members are currently driving and the limits should be set to what speed we want people to be driving on these roads. She also agreed that even the proposed higher speed limits should be reduced as they would be safer.

Chair Bradley asked if there's data on who was stopped for speeding, what speed where they going, where were they located. She wanted to know if there were any disparities in enforcement in the data. She also asked if there were any traffic calming mechanisms projects pending and if there is

funding currently budgeted for this work. Engineer Manibog said the disparity information is not collected at the state level and that there is some funding already in the CIP.

Mayor Regan Gonzalez spoke about her support for exploring a 20 mph limit. She thanked staff for including the racial equity overlay in the presentations and encouraged all departments to include this information in future presentations. She said she would like to get more info on serious crashes and what other factors may be involved and to see mitigations plans, including traffic calming items, for areas that have a high number of these crashes.

Council Member Hayford Oleary thanked the other council members and commissioners for supporting lowering the default speed to 20 mph, but he would also support the limit for larger roads being 25 mph. He asked if Council Member Whalen would be comfortable with this proposed change. Council Member Whalen said he wasn't comfortable with going to 25 mph as people tend to drive around the speed limit, that could mean individuals driving upwards of 25 mph. He also stated that if we were to look at more enforcement, we should be not creating a more inequitable environment.

Council Member Trautmann noted that 77th Street is not a county road so we can control the speed limit on this road.

Commissioner Mahoney discussed that 25 mph is the average as half are driving slower but half are driving higher and that many drive slower as that is what they feel the roads are designed for.

Engineer Manibog provided a brief summary of next steps. From his notes, those present are generally interested in lowering the default speed to 20 mph for the city and evaluate if the higher proposed speeds are necessary. The attendees would like to see more data on what may be causing the elevated number of crashes which result in serious injury and there were also a number of street specific comments that staff will review.

ADJOURNMENT

Mayor Regan Gonzalez adjourned the work session at 6:56 p.m.

Date Approved: October 25, 2022



Chris Swanson
Management Analyst



Maria Regan Gonzalez
Mayor



Katie Rodriguez
City Manager



2. Speed limit study overview

Joint city council meeting
October 11, 2022

Ben Manibog (he/him)
Transportation engineer

Purpose

- Inform on speed limit law and current policy
- Create understanding for future options
- Gather feedback and staff direction

Staff recommendation

- Default speed limit of 25 mph
- Exception streets for 30 and 35 mph
- Alleys remain at 10 mph



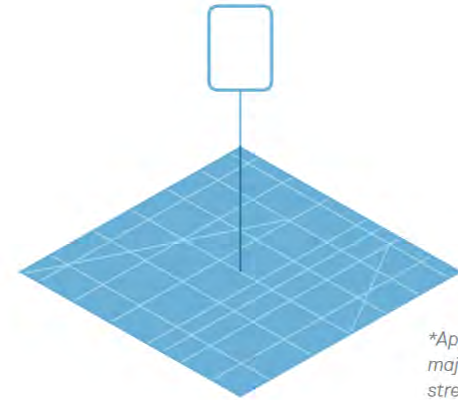
Potential approaches

1. No changes
2. Default speed limits
3. Create “slow zones”
4. Set by corridor

Methods can be combined

Default Speed Limits*

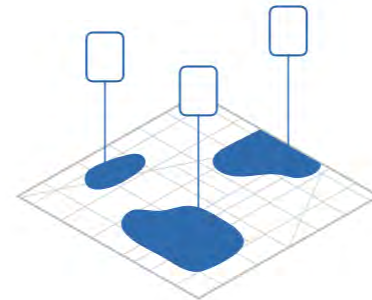
Set default speed limits on many streets at once.



**Applicable on all streets—major, minor, and shared streets / alleys*

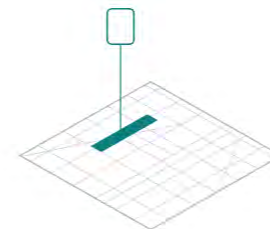
Slow Zones

Designate slow zones in sensitive areas.



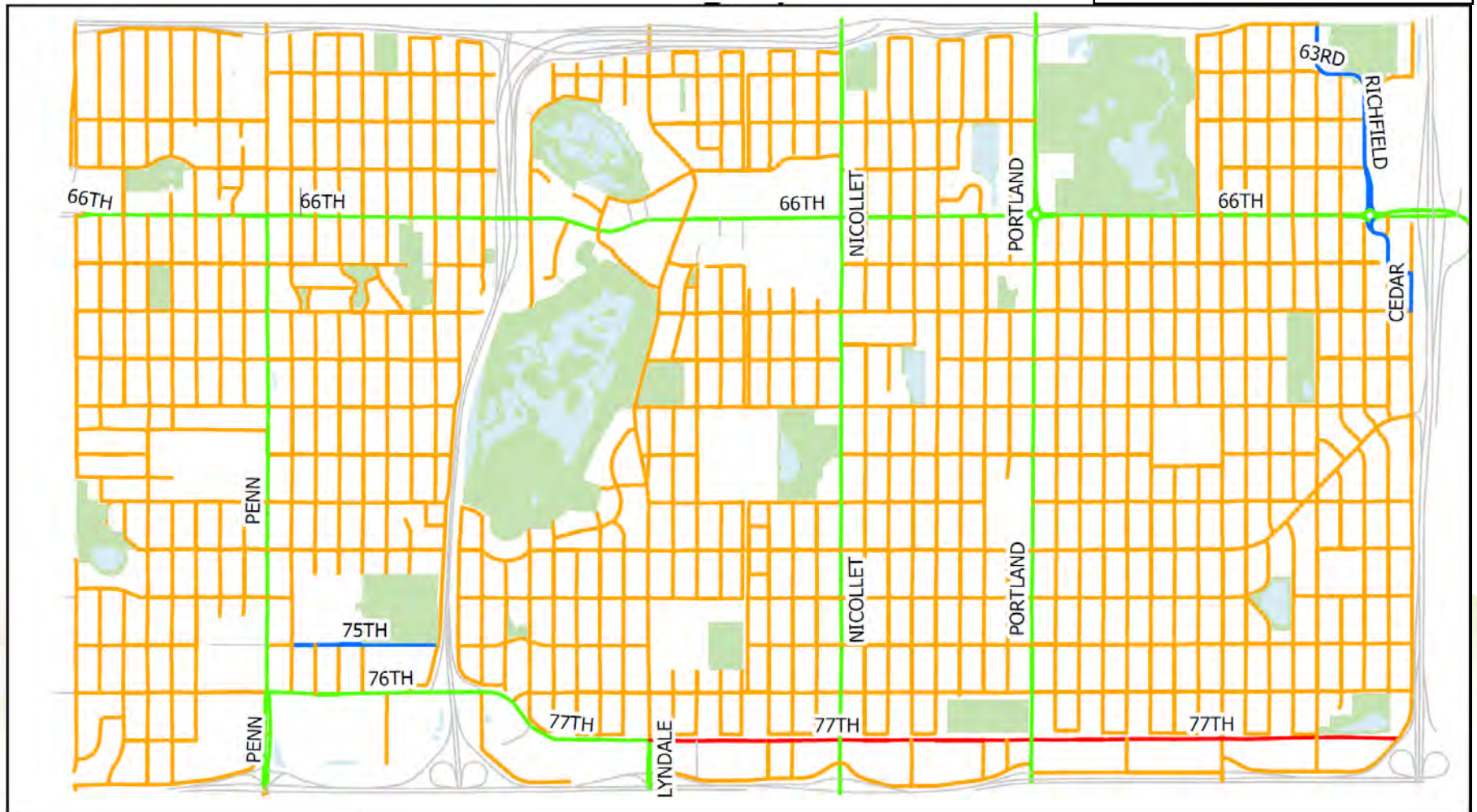
Corridor Speed Limits*

Set corridor speed limits on high priority major streets using a Safe Speed Study (see page 58).



**Applicable on major streets only*

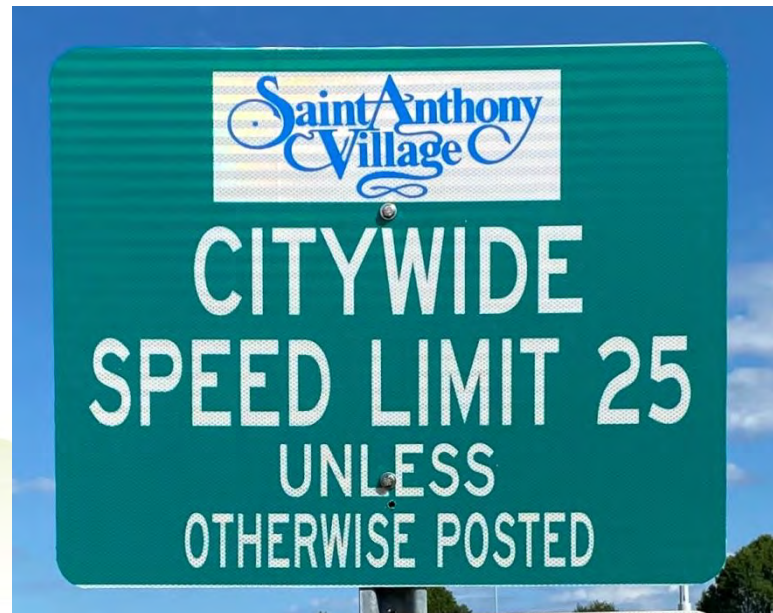
Current speed limits



- Alley speed limit remains 10 mph

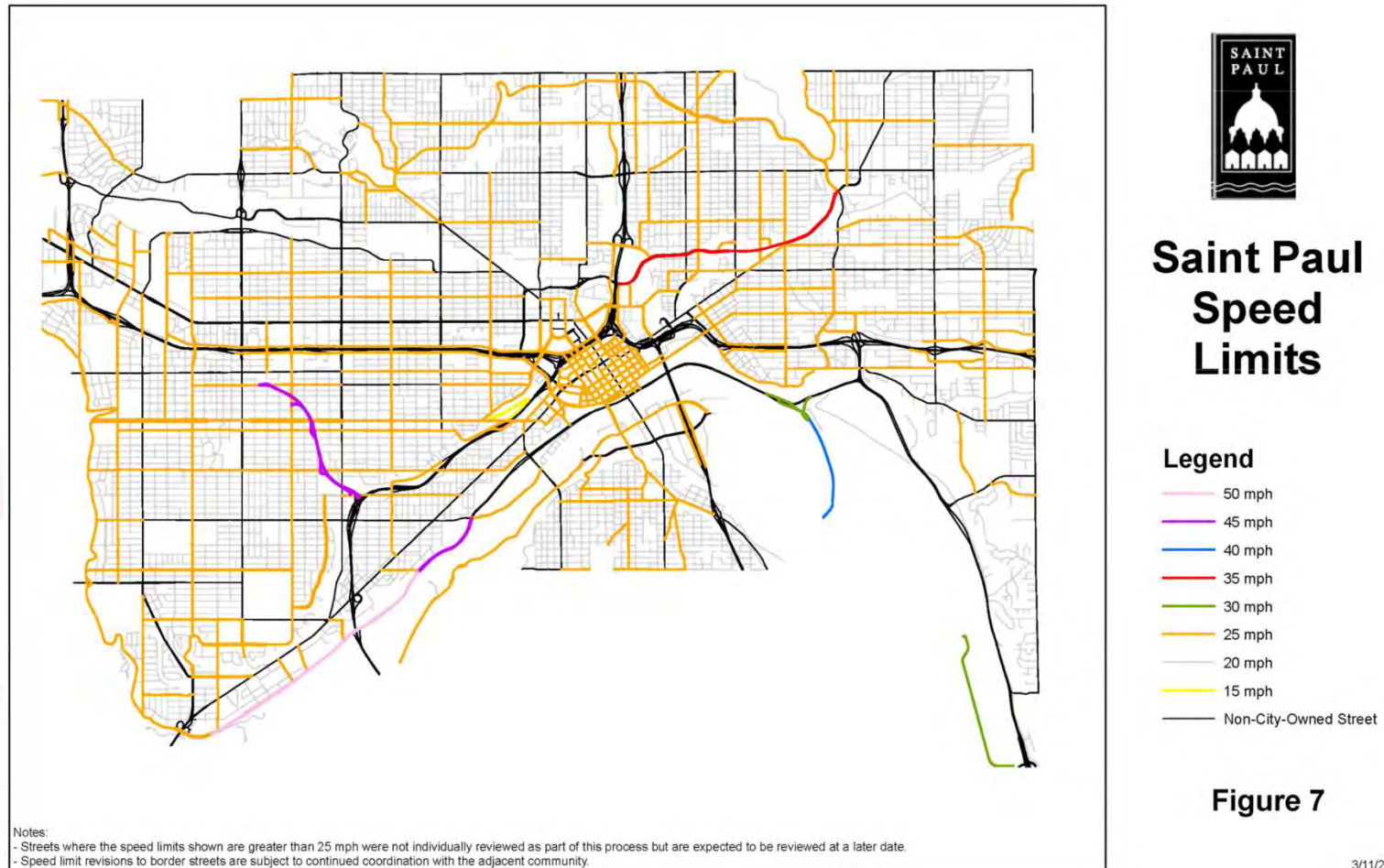
Default speed limit - all

- Where **all** local roads are the same speed



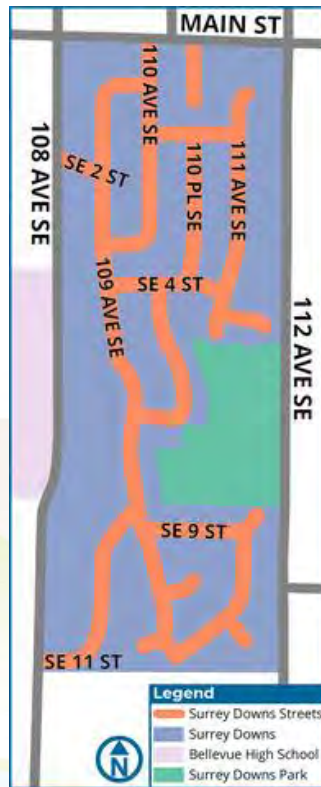
Default speed limit - categories

- Criteria for **each** default speed limit
 - Ex. Major, minor, and exception streets



Slow zones

- Ex. Neighborhood, district, school zone



Bellevue, WA



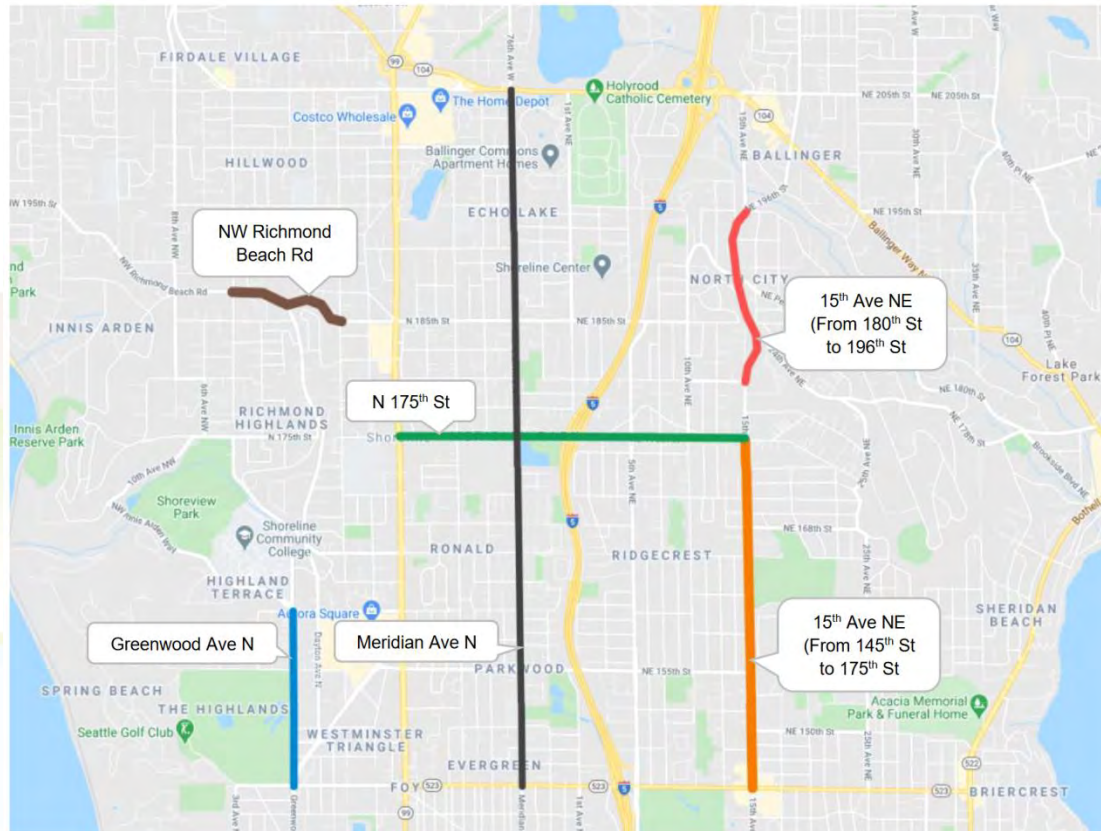
Alexandria, VA

By corridor

Rochester, MN

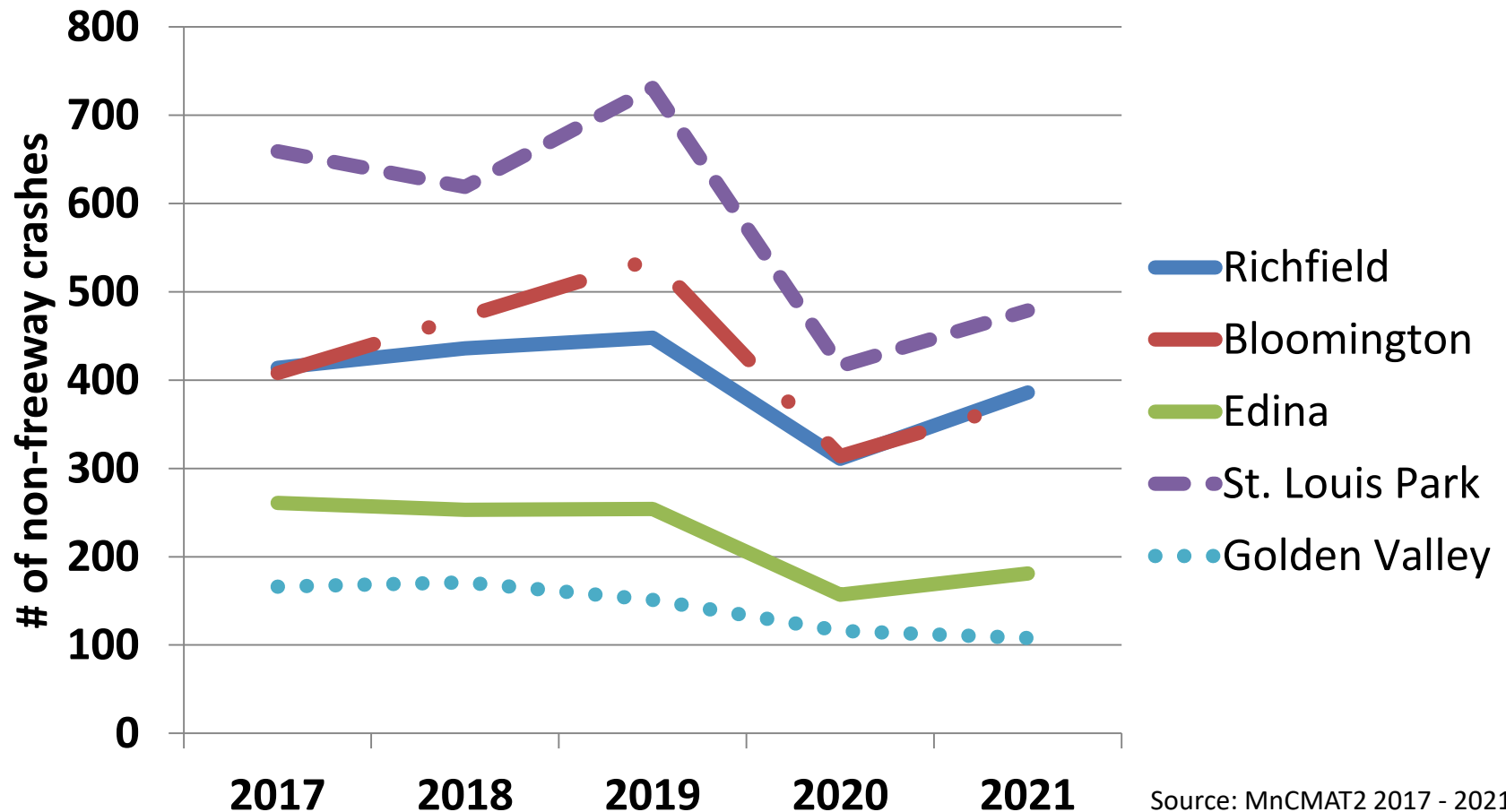
- **Major Arterials** and **Strategic Arterials** unchanged at this time. New build or reconstructions designed for 30 mph.

Shoreline, WA



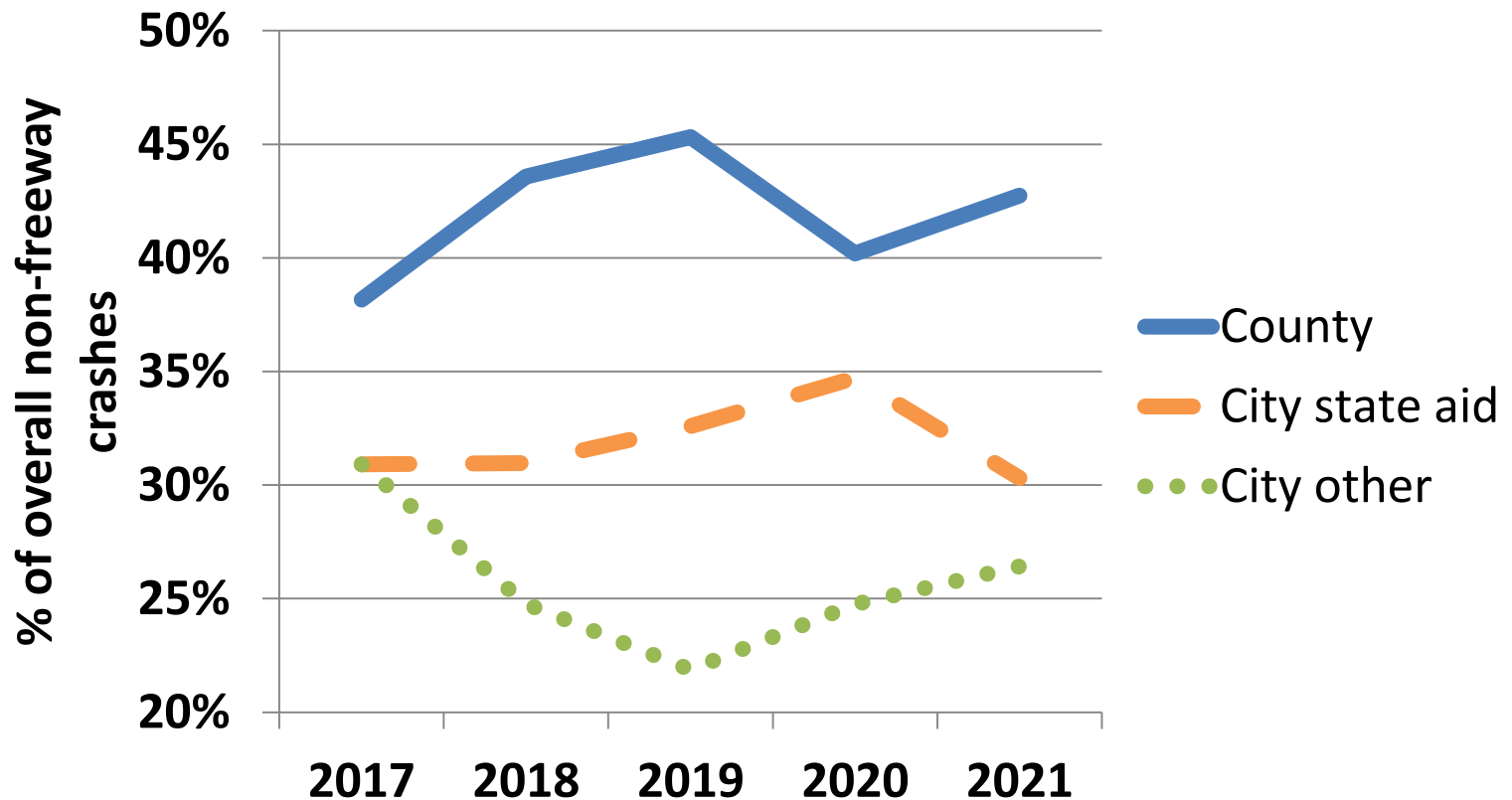
Overall crashes

- Crashes have decreased



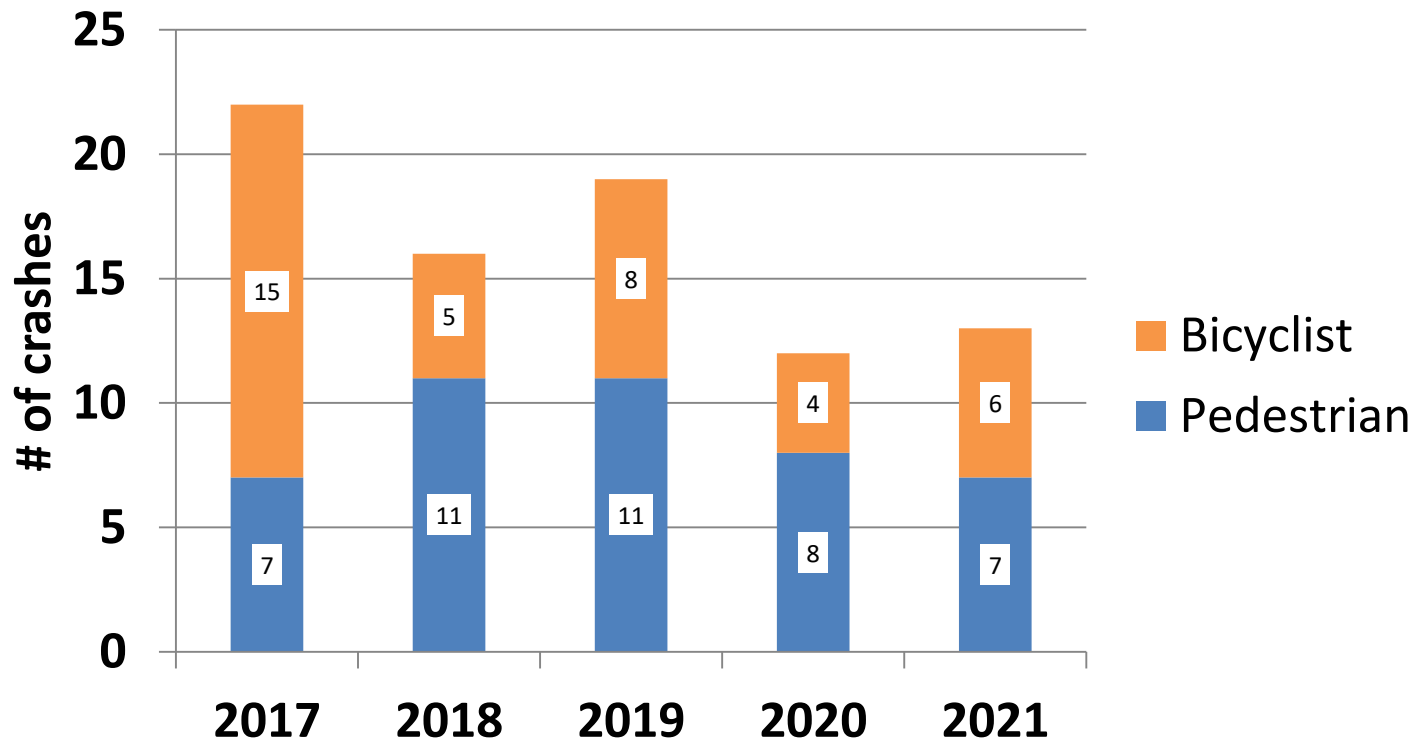
Road system

- In Richfield, crashes occur increasingly on county roads



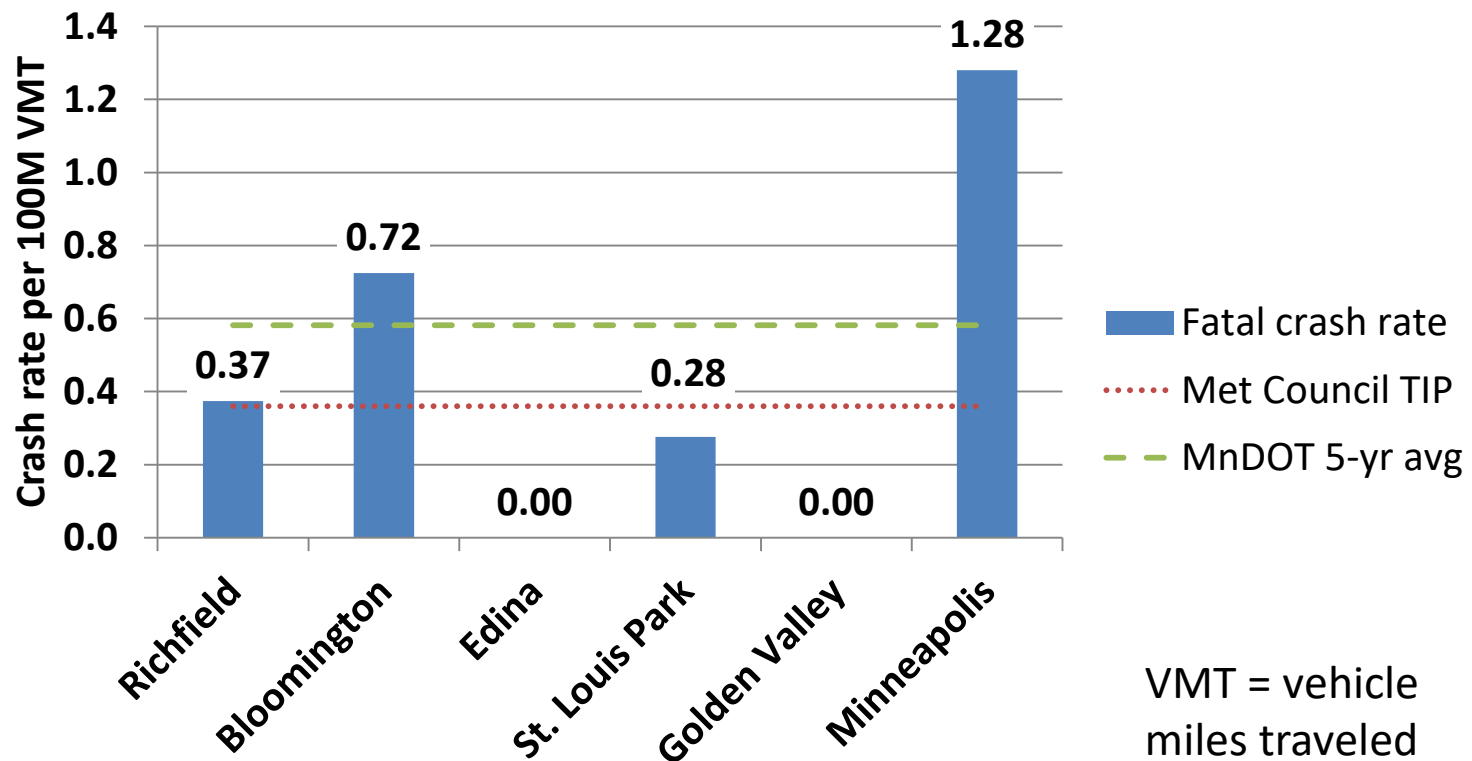
Pedestrian/Bicyclist

- In Richfield, pedestrian and bicyclist crashes have decreased



Fatal crashes

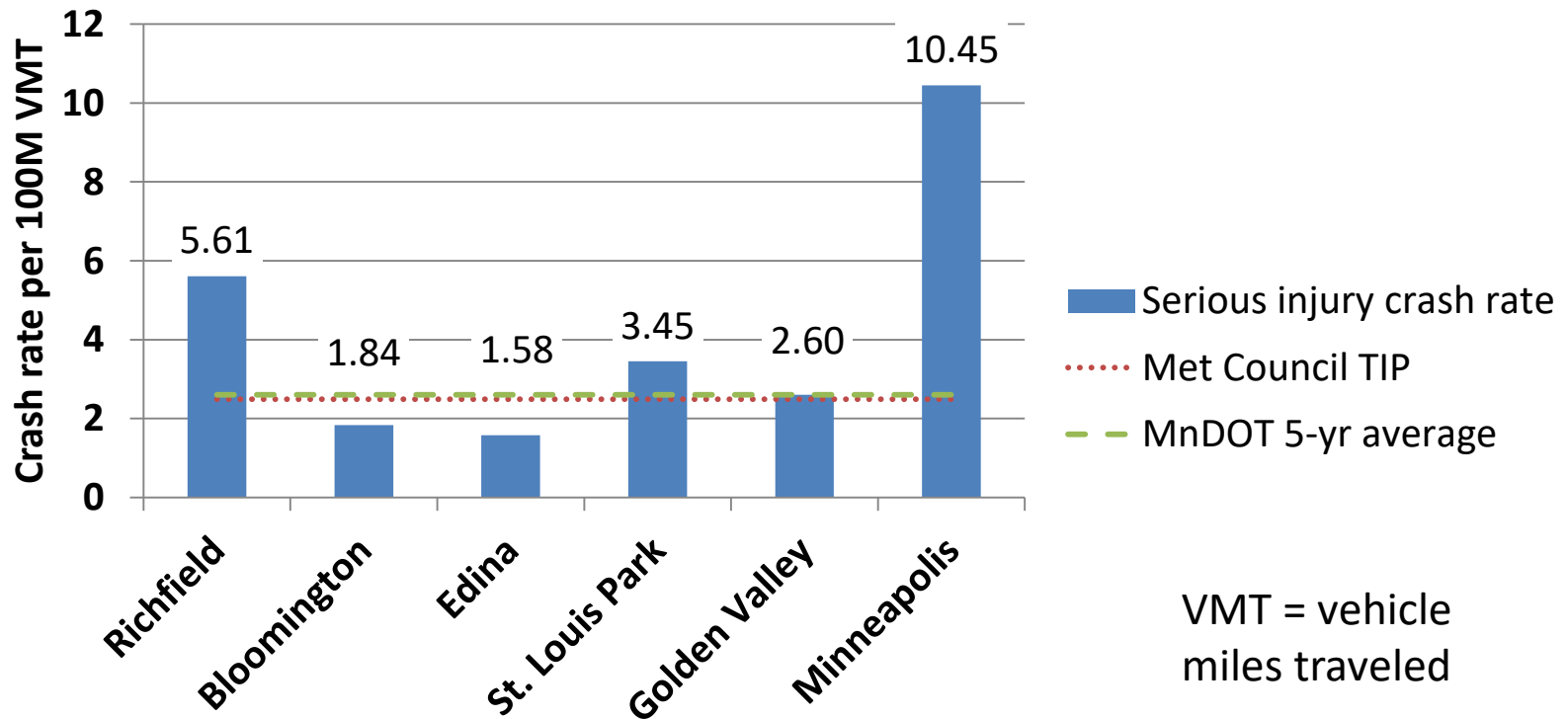
- Richfield meets regional goals for fatal crashes. However, fatal crashes still occur.



Source: MnCMAT2 2017 – 2021, Metropolitan Council, MnDOT

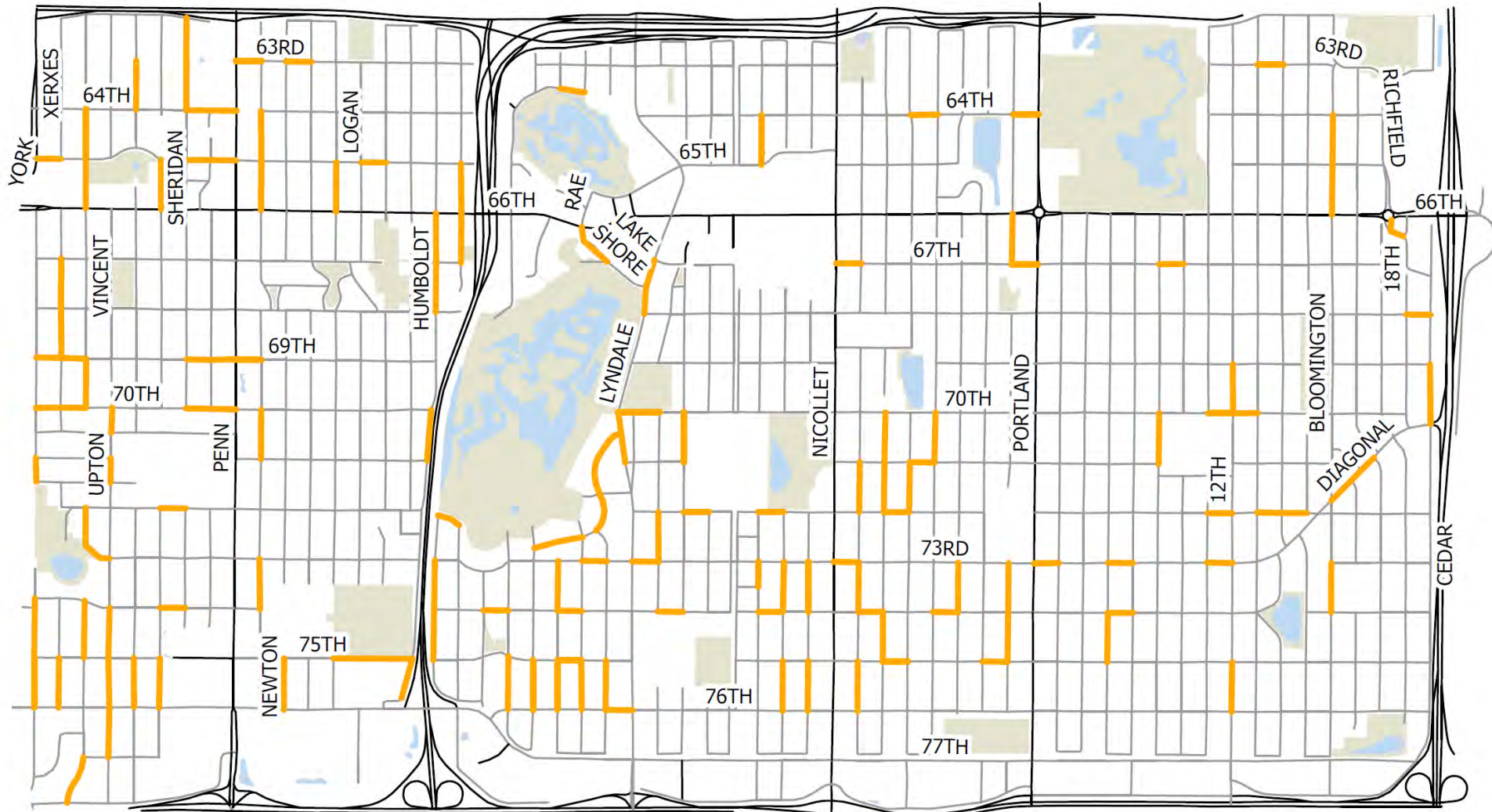
Serious injury crashes by use

- Richfield has more serious injury crashes than our peers



Traffic counts

- Speed counts since 2010
- City road
- Non-city road



Driver speeds

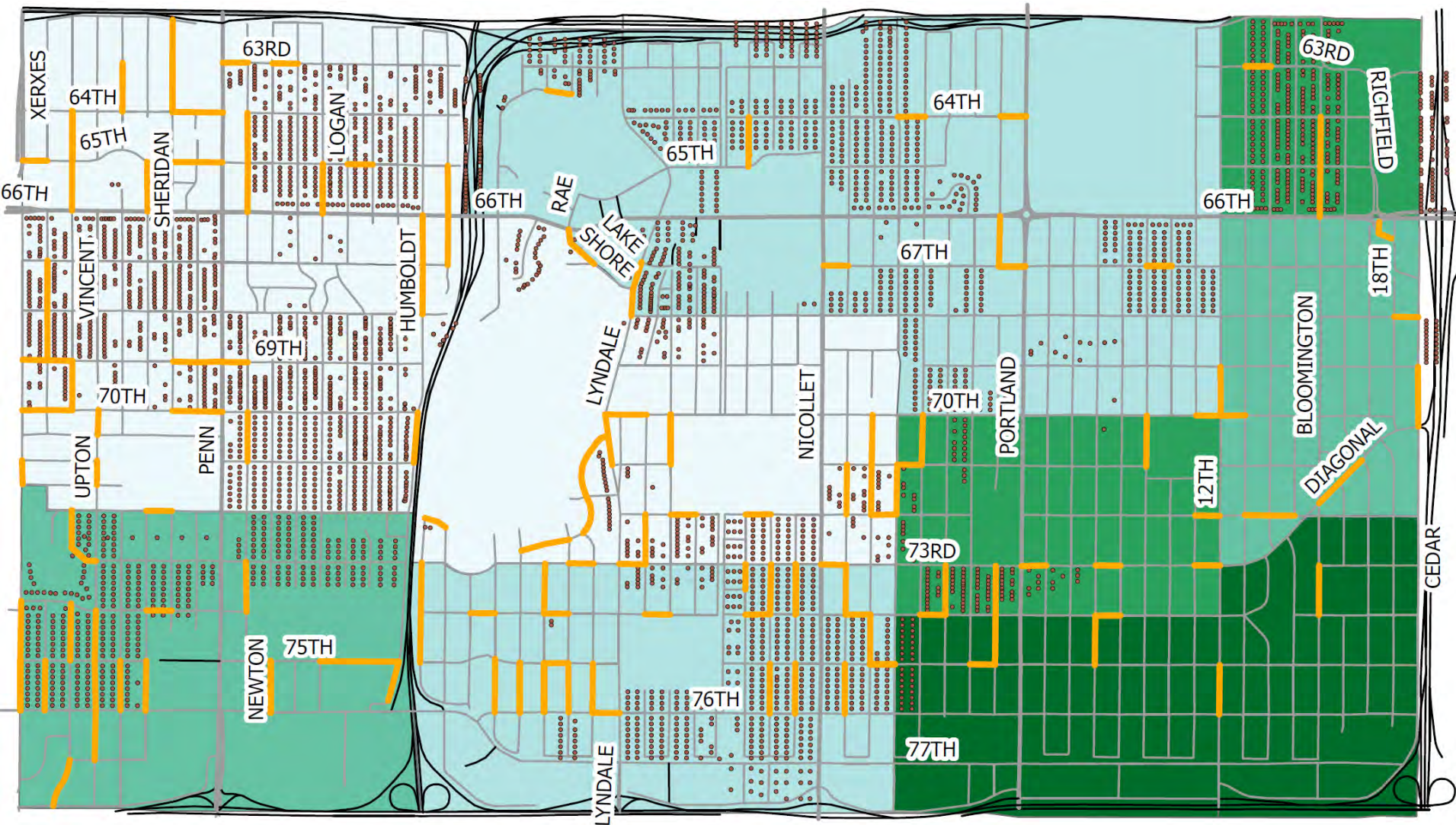
- Most people travel **under 25 mph** on quiet roads AND under 30 mph on others

Local roads	Median speed [mph]
Roads with < 1,000 veh/day	24.2 mph
Roads with > 1,000 veh/day	28.3 mph
Roads with > 2,000 veh/day*	29.2 mph

*Excludes 77th St

Race equity

- Speed counts since 2010
- Homes with racial covenants
- Percentage of Non-White residents
 - 18% - 26%
 - 26% - 35%
 - 35% - 45%
 - 45% - 54%
 - 54% - 64%



Source: City of Richfield, Metropolitan Council, Mapping Prejudice

Race equity (2)

- More data was available in Whiter neighborhoods
- Counts were done by request through public works or public safety



Proposed speed limits - 25

- Default 25 mph for any local road
 - Ex. Elliot Ave at 74th St



Proposed speed limits - 30

At least:

Ex. 76th St at Bryant Ave

- A half-mile segment
- More than 1,000 veh/day
- Median speed of 30 mph



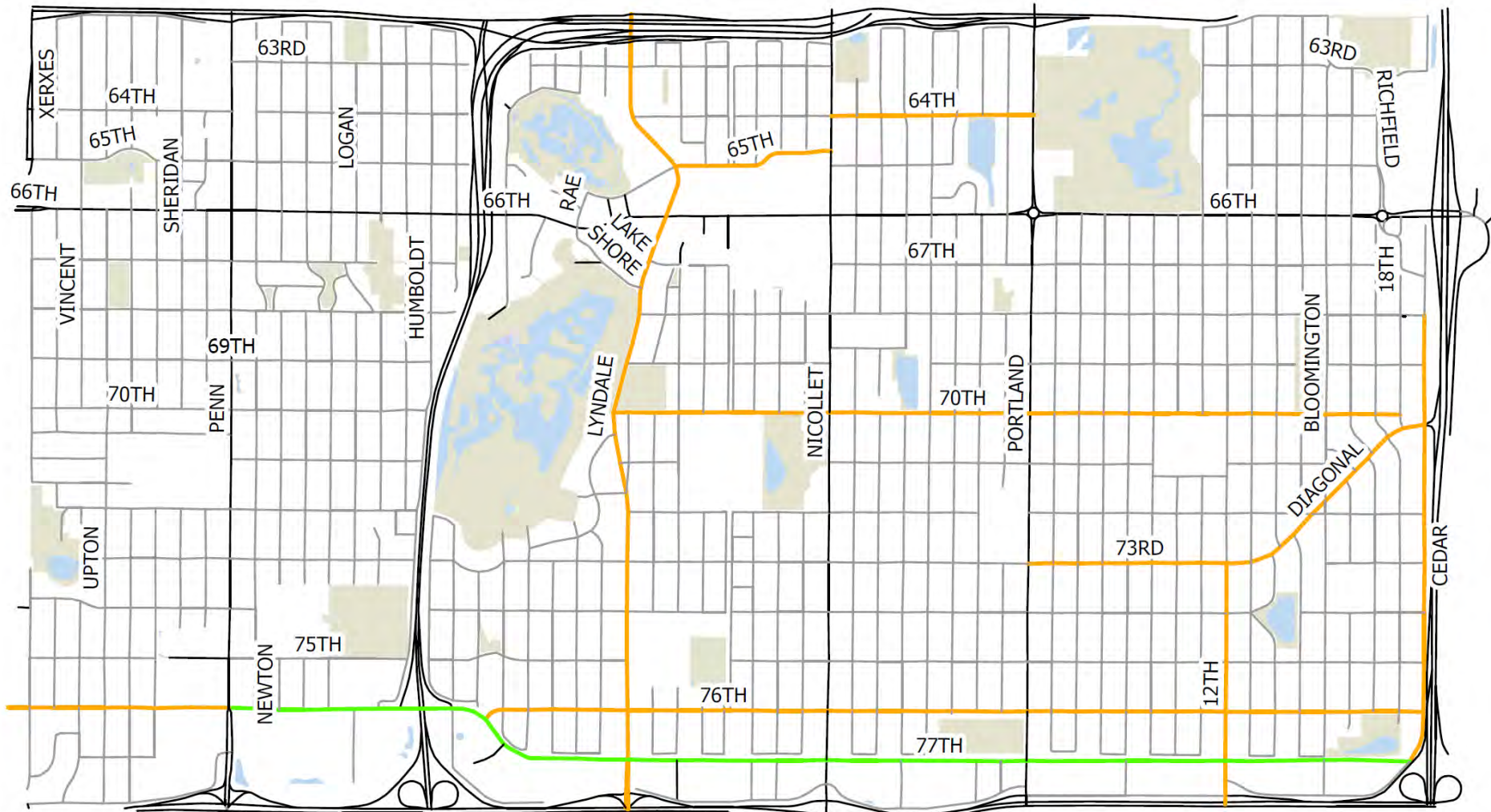
Proposed speed limits - 35

- Criteria for 30 mph AND arterial road
Ex. 77th St at Pillsbury Ave



Proposed speed limits

- 25 mph
- 30 mph
- 35 mph
- County, state, or private road



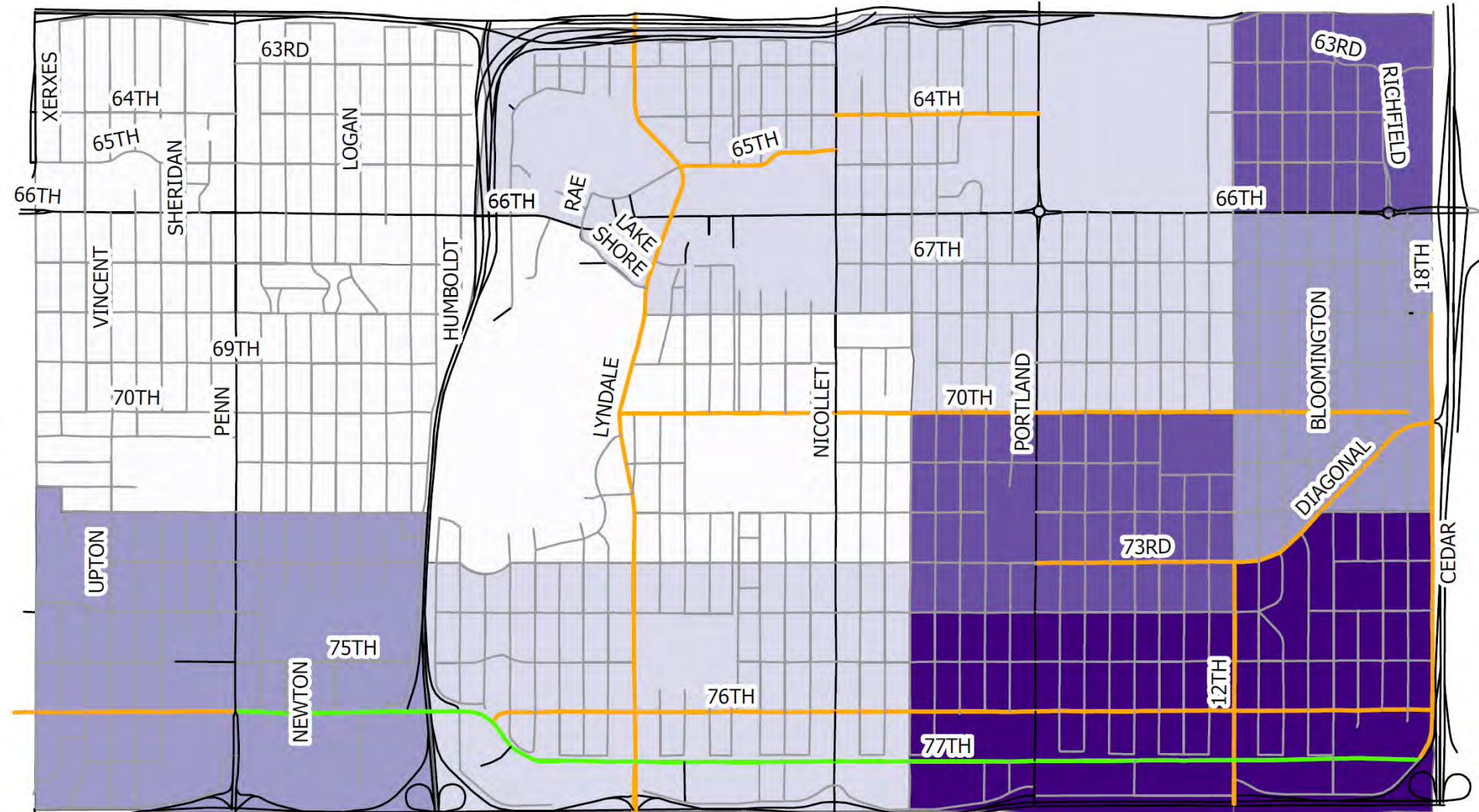
Proposed speed limits (2)

Proposed speed limits

- 25 mph
- 30 mph
- 35 mph
- County, state, or private road

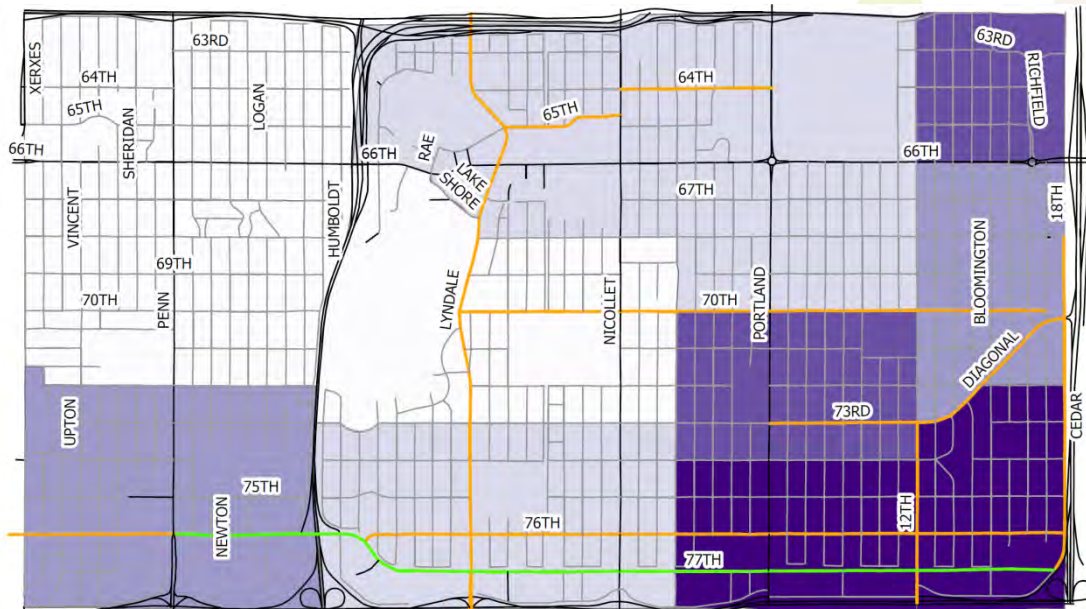
Percentage of Non-White residents

- 18% - 26%
- 26% - 35%
- 35% - 45%
- 45% - 54%
- 54% - 64%



Proposed speed limits (3)

- People drive faster in our more diverse neighborhoods
- New speed limits could be paired with targeted traffic calming or projects



Flexibility for revisions

- Road construction
- Neighborhood- or corridor-level traffic calming
- Demonstrated lower driver speeds



Staff Report from prior meeting - For reference only

AGENDA SECTION:	Work Session Items
AGENDA ITEM #	2.



WORK SESSION STAFF REPORT NO. 17

WORK SESSION

5/9/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
5/2/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/2/2023

ITEM FOR WORK SESSION:

Refresher on local speed limits, staff's ongoing speed limit study, and an updated staff recommendation for discussion.

EXECUTIVE SUMMARY:

Public Works staff seeks to use this work session to provide a refresher and update to the City Council on the status of local speed limits after the initial October 2022 work session, including staff's updated proposed recommendation for discussion.

Staff recommend a default speed limit of 25 mph City-wide with exceptions for one 30 mph road and one 35 mph road. Alleys would remain at 10 mph. Making an official speed limit change will require a subsequent council meeting with corresponding resolutions and ordinances.

DIRECTION NEEDED:

Staff is seeking direction from City Council on the updated recommendation.

BACKGROUND INFORMATION:

A. HISTORICAL CONTEXT

In 2019, the Minnesota Legislature gave cities increased authority to set local speed limits. This legislation does not include County, State, airport, or private roads.

All Minnesota cities that set local speed limits must:

- Do it in a "consistent and understandable manner"
- Do it "based on the city's safety, engineering, and traffic analysis"
- Provide "appropriate signage"
- Consider "methods to effectively communicate the change to the public"

Since then, some cities in the metro have evaluated their speed limits and made changes. Richfield staff was directed to evaluate our current traffic landscape and make a recommendation on whether our speed limits should change.

From 1998 to 2001, the City of Richfield (as a part of our legislative priorities) supported legislation for a

Staff Report from prior meeting - For reference only

25 mph urban speed zone. In 2018, the City's pedestrian plan included a measure to "Pursue legislative policy changes to allow for reduced speed limits on residential streets". Under current State statute, the default speed limit for any local road is 30 mph and for any alley is 10 mph.

Historically, speed limits have been set based on the 85th percentile speed, the speed where 15% of people travel faster. In the past ten years, there has been building evidence this method is outdated. A study by the National Transportation Safety Board found that there was no evidence equating to lower crash involvement when setting speed limits using the 85th percentile. The current recommended changes to the Manual of Uniform Traffic Control Devices (MUTCD) state that the 85th percentile should apply only on freeways, expressways, or rural highways. The MUTCD still awaits an update after public comments were taken in 2020 and 2021.

The National Association of City Transportation Officials (NACTO) released guidance on setting local speed limits in 2020. As a part of their guidance and recommendations, most urban streets are recommended to have a speed limit of 20 mph or 25 mph depending on several factors. The maximum recommended speed limit for urban areas is 35 mph, for roads with low activity AND low conflict density.

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

Changing speed limits requires an ordinance clarifying the Richfield Municipal Code as well as other housekeeping resolutions.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

Speed limit changes are included in the 2023 CIB and 2024 CIP for an overall total cost of \$200,000. The costs include new signs, traffic signal re-timing and modifications, and a public education campaign.

E. LEGAL CONSIDERATION:

Changing speed limits requires an ordinance clarifying the Richfield Municipal Code as well as other housekeeping resolutions.

ALTERNATIVE(S):

None

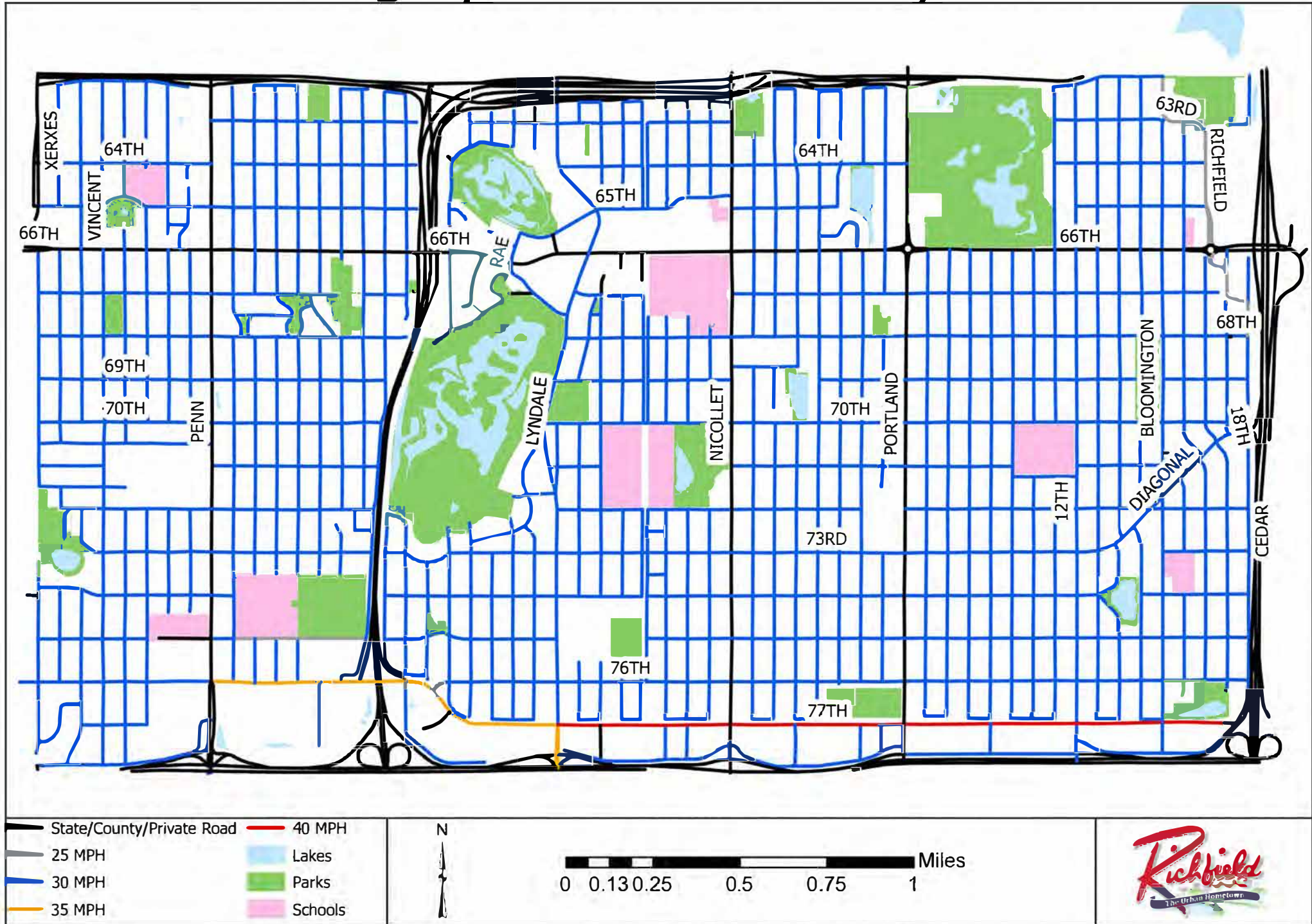
PRINCIPAL PARTIES EXPECTED AT MEETING:

None

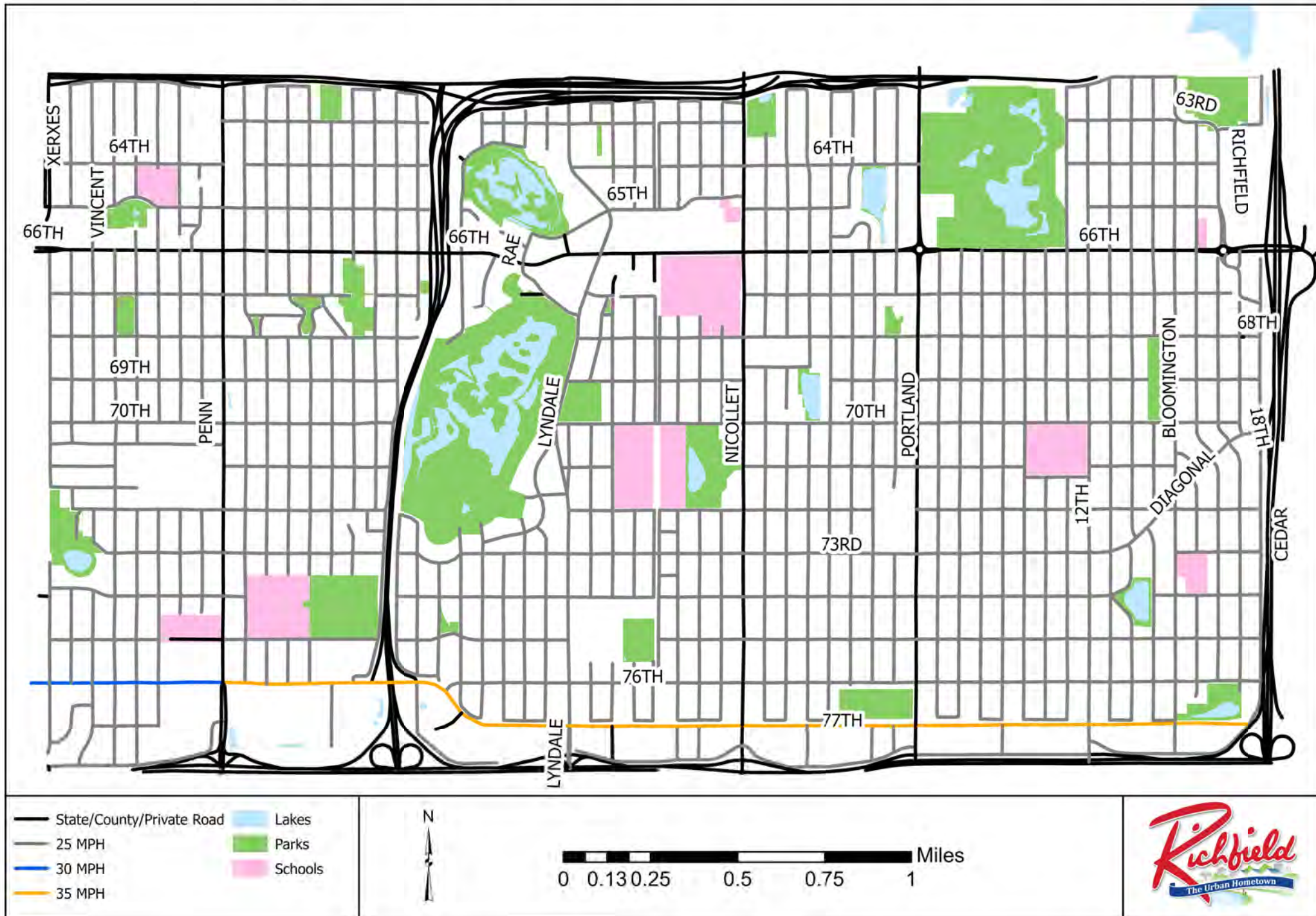
ATTACHMENTS:

Description	Type
Existing Speed Limits Map	Backup Material
Staff Recommendation Speed Limits Map	Backup Material

Existing Speed Limits - May 2023



Proposed Speed Limits - May 2023





CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

May 9, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 5:18 p.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Joe Powers, City Engineer; Matt Hardegger, Transportation Engineer; Jay Henthorne, Police Chief; Chris Link, Deputy Public Works Director; Rachel Lindholm, Sustainability Specialist; and Chris Swanson, Management Analyst

ITEM #1

STAFF IS SEEKING DIRECTION ON A PROPOSED INCREASE TO ELECTRIC AND GAS FRANCHISE FEES AND THE STREETLIGHT USER FEE TO HELP FUND RIGHT-OF-WAY IMPROVEMENTS, SUSTAINABILITY PROJECTS, AND TO COVER ELECTRICITY COSTS FOR THE STREETLIGHTING SYSTEM.

Deputy Director Link provided a summary of the items for discussion. He talked about the city's current fee structure and outlined the rising cost in utilities in recent years. Deputy Director Link reviewed the proposed increase in fees, including what projects would be supported along with the \$50,000 earmarked for sustainability projects.

Council Member Hayford Oleary asked if staff could provide an outline of how the fees are structured. Deputy Director Link provided a summary of the current fee structure, specifically highlighting the difference between the electric and gas franchise fees and the streetlight user fee. Council Member Hayford Oleary noted that other cities are using these fees for dedicated bike ped funding and would be in support of increasing the amount to \$250,000 a year for this work. Director Asher said some of this funding is already included in the franchise fee but would be willing to explore additional options.

Council Member Whalen asked if there was a way to do a sliding scale for the fee. Specifically, he was wondering if there was a way to require higher energy users to pay a larger portion. He talked about how the City of Portland is using a model with a sliding scale and that this has raised a significant amount of funds. Director Asher said staff will do some more research.

Council Member Whalen asked staff why we haven't done a standard 3-5% annual increase each year to reflect that pricing has continued to increase. Deputy Director Link stated that state statute restricts when the fees can be increased.

Mayor Supple asked how multi units are billed. Deputy Director Link detailed the way these units are billed. Mayor Supple asked if the recent increase in utility costs was because of an unfunded mandate from the state. Deputy Director Link said that is not the major driver but there are additional costs from state decisions.

Council Member Hayford Oleary asked what projects have been funded so far from these franchise fees as he would like to see these funds spent on projects that benefit the whole community. Director Asher said that the funds cover rejuvenation work done on the street. Council Member Hayford Oleary said he understood but wanted to be transparent that multi units are paying a bigger portion of the bill.

Staff outlined the next steps with the implementation of these new fees. Staff expects this new rate to go into effect January 1, 2024.

ITEM #2	REFRESHER ON LOCAL SPEED LIMITS, STAFF'S ONGOING SPEED LIMIT STUDY, AND AN UPDATED STAFF RECOMMENDATION FOR DISCUSSION.
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Transportation Engineer Hardegger provided a summary of previous discussions, including the history of speed limits in the city and what can be regulated per state statute. He provided a broad summary of what other cities are doing around lowering speed limits along with a refresher of the work session held in September of 2022.

Staff provided the council with their recommendation that the speed limit in the city should be 25 mph. He went through the methodology for how staff came to this conclusion. Staff noted the entire city is residential and having a standard speed limit in Richfield would not create "high speed zones" in racially diverse areas. Engineer Hardegger provided information on why staff is not recommending 20 mph as the adopted limit. He noted the proposed speed will create an opportunity for more voluntary compliance. He also talked about one of the long-term goals of the city is to support active transportation. He asked how the council would define success for this project.

Council Member Trautmann talked about his goals for this work. Specifically, he wanted to see increased safety. He asked about the benefit of a 25-mph speed limit if folks were already driving this speed. Staff noted this reduction helps push down the median speed of everyone. Council Member Trautmann asked if there would be any impact on the top 5% of speeders. Staff said there is mixed data around this question as the speed reductions are new. Staff did note that other cities found the median speeds stayed the same but the odds that someone was speeding decreased when speeds were reduced. Council Member Christensen noted she hears a lot of speeding around the STEM school. She asked if staff had an education and enforcement plan in place. Staff said they do not have a plan yet but would come up with a robust education campaign. Staff did say they would work with other cities that have done this work to come up with best practices. Chief Henthorne noted that with a reduction in most speeds they can better focus on the small number of habitual speeders.

Council Member Hayford Oleary confirmed with staff that the recommendation was a lowered speed. He asked staff on looking at setting a 20-mph limit, particularly in some areas where we already see reduced speeds, in the future. Engineer Hardegger agreed there were some neighborhoods where folks already drive slower. He said that having a neighborhood-by-neighborhood speed limit would be challenging from a messaging and enforcement aspect. He did discuss some of the work that can be done in the interim to continue to reduce speeds. Council Member Hayford Oleary thanked staff for the response, he did say he would prefer 20-mph, but would be willing to support a 25-mph standard. He also asked staff to look at how stop signs are placed to see if this can impact speeds. He felt strongly that 77th Street should not be over 30-mph. He noted that there are many lower income families living on this strip of road and that they should also receive

the benefit of the reduced speed limits. Staff said they would investigate this in the future. Engineer Hardegger said a speed study would be done sometime later this year in that area and that one of the challenges that has been found with this discussion is there is not good data on speeds across the city.

Council Member Whalen thought the city should also focus time on making pedestrian crossings safer. He specifically spoke of the crossing at Chicago as an area of focus. He did agree that he would like to see 20-mph across the city but recognized that lowering the speed limit does not make people decrease their speed. He also wondered how much it would cost to re-sign the city. Staff said that this cost would be minimal as most of the work is done in house.

Council Member Trautmann spotlighted 77th Street on the map. He noted that 20% of residents live along this corridor, next to the highway. He wanted to advocate for decreasing the speed on 77th to make it safer for kids and the families in this corridor. City Engineer Powers noted the Chicago Ave crossing statement may be improved in the upcoming 494 project. Staff reiterated that this would be an area of particular focus. Director Asher mentioned the play between finding the right speed for a road while not creating additional traffic. Council Member Trautmann said he really felt strongly about decreasing 77th to 30-mph and, for the sake of safety, the council should do what they can to make it happen regardless of the pain. Council Member Hayford O'Leary was supportive. Mayor Supple said she was pleased about the updated proposal. She felt the multi-tier system presented at the last work session would have been confusing to residents and challenging to enforce. She talked broadly about wanting to keep the speeds down across the entire city, specifically looking at roads like 77th.

Council Member Whalen asked about earlier comments regarding designing roads to be driven slower. He asked if there were options to continue to decrease traffic speeds without reconstructing roads. Staff said there are ways to add additional items to the road to help with this.

Mayor Supple said her main goal was safety. Council Member Christensen agreed; she talked about what she had seen on other streets that may help slow down drivers. Staff were willing to look at other options to reduce speeds in the future. Staff noted there is always a balance in terms of what can be done and the cost of the upgrades. Council Member Whalen noted this was also climate action as slower drivers create less emission and the city should incentivize walking, biking, or public transit. He talked about how slower speed limits may encourage other forms of transportation. Council Member Hayford O'Leary asked about how the city could lower speed limits on county roads. Staff said they would investigate. Council Member Whalen asked that we include county roads in future maps.

Mayor Supple asked if roundabouts will still be 15-mph. Staff said the recommended speed limit for a roundabout is still 15-mph.

Council Member Hayford O'Leary congratulated staff for their work on this item.

Staff provided a final summary of the discussion and a timeline for the next steps. Staff planned to start looking at an education strategy sooner rather than later. Implementation will be in the fall of 2023-spring of 2024.

Director Asher asked if there needed to be more public discussion on this or if the council was comfortable moving forward with this program. Council Member Christensen asked if this timeline worked with the speed limit discussions with the county. Director Asher said the city can start that conversation immediately and this work can move forward.

Mayor Supple asked if plans to talk with MnDOT about their current construction schedule and the impact this will have on their work. Staff said they have thought about this item and believe the impact will be minimal, as the MnDOT projects do not redirect any traffic to city roads so there should be little impact. Staff will reach out to make sure MnDOT is aware of the work.

Council Member Whalen asked about the current traffic count maps and the locations of the speed surveys. Staff said the surveys are based on complaints or state aid programs. Engineer Hardegger noted that staff plans to provide more random sampling moving forward.

Mayor Supple and City Manager Rodriguez summarized the conversation and spoke about next steps.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:47 pm

Date Approved: May 23, 2023



Chris Swanson
Management Analyst



Mary B. Supple
Mayor



Katie Rodriguez
City Manager



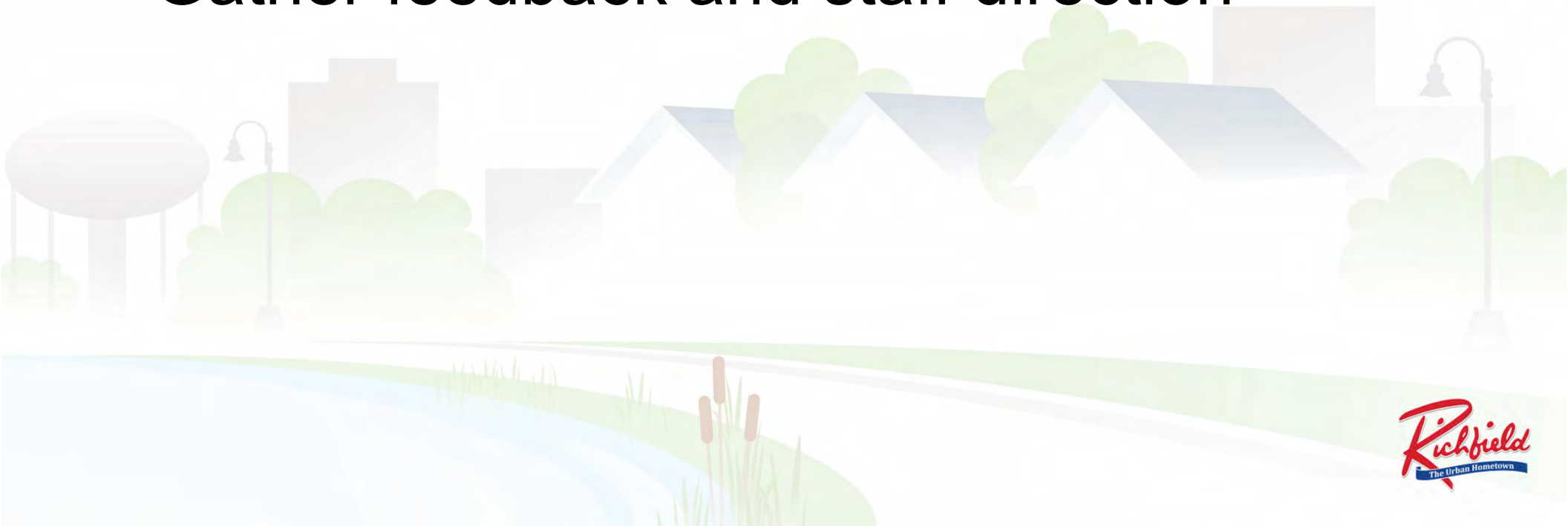
Speed Limit Discussion

City Council Work Session
May 9, 2023

Matt Hardegger (he/him)
Transportation Engineer

Agenda

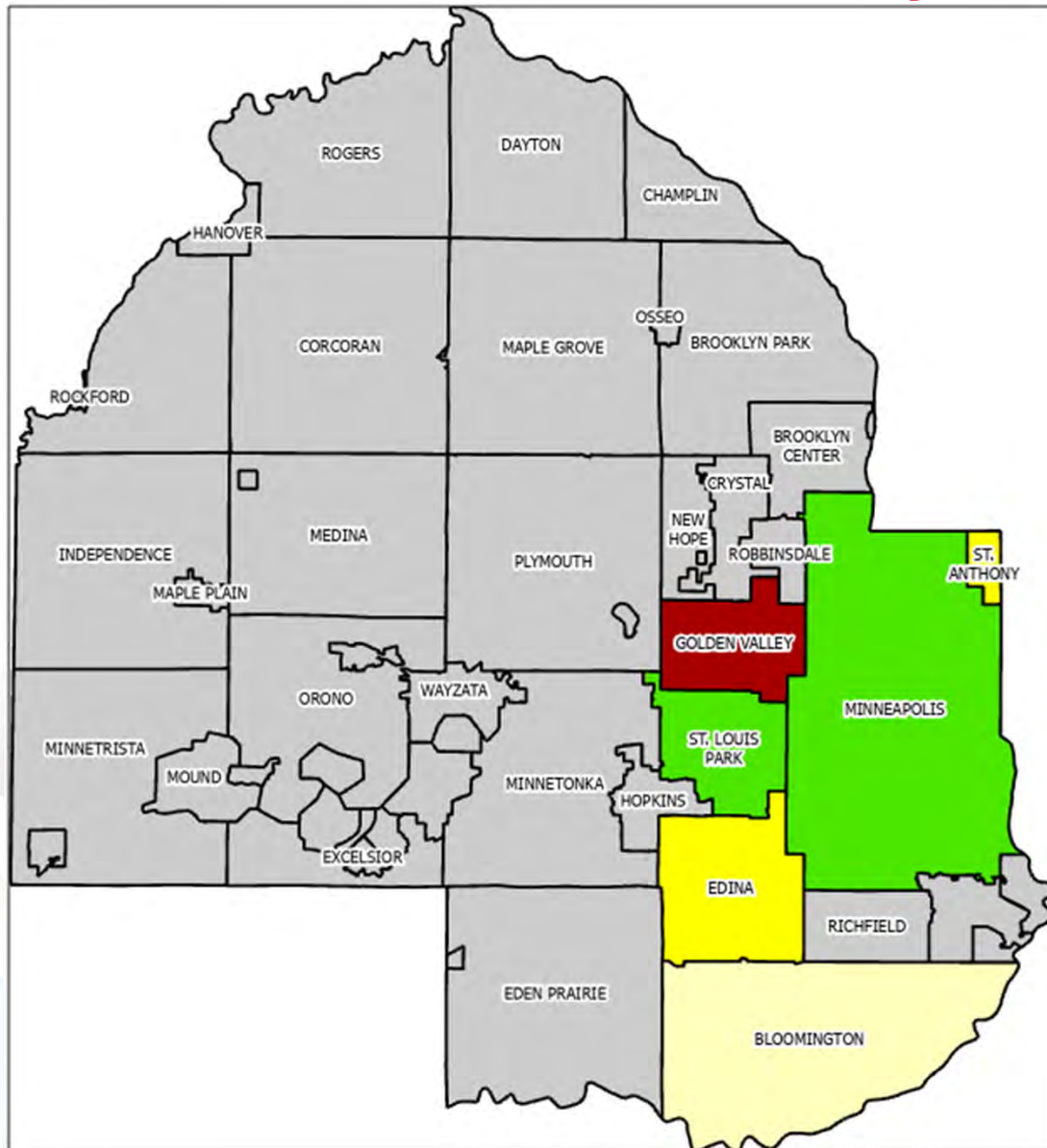
- Local Context
- Staff Recommendation
- Goals & Evaluation Discussion
- Gather feedback and staff direction



Legal Authority

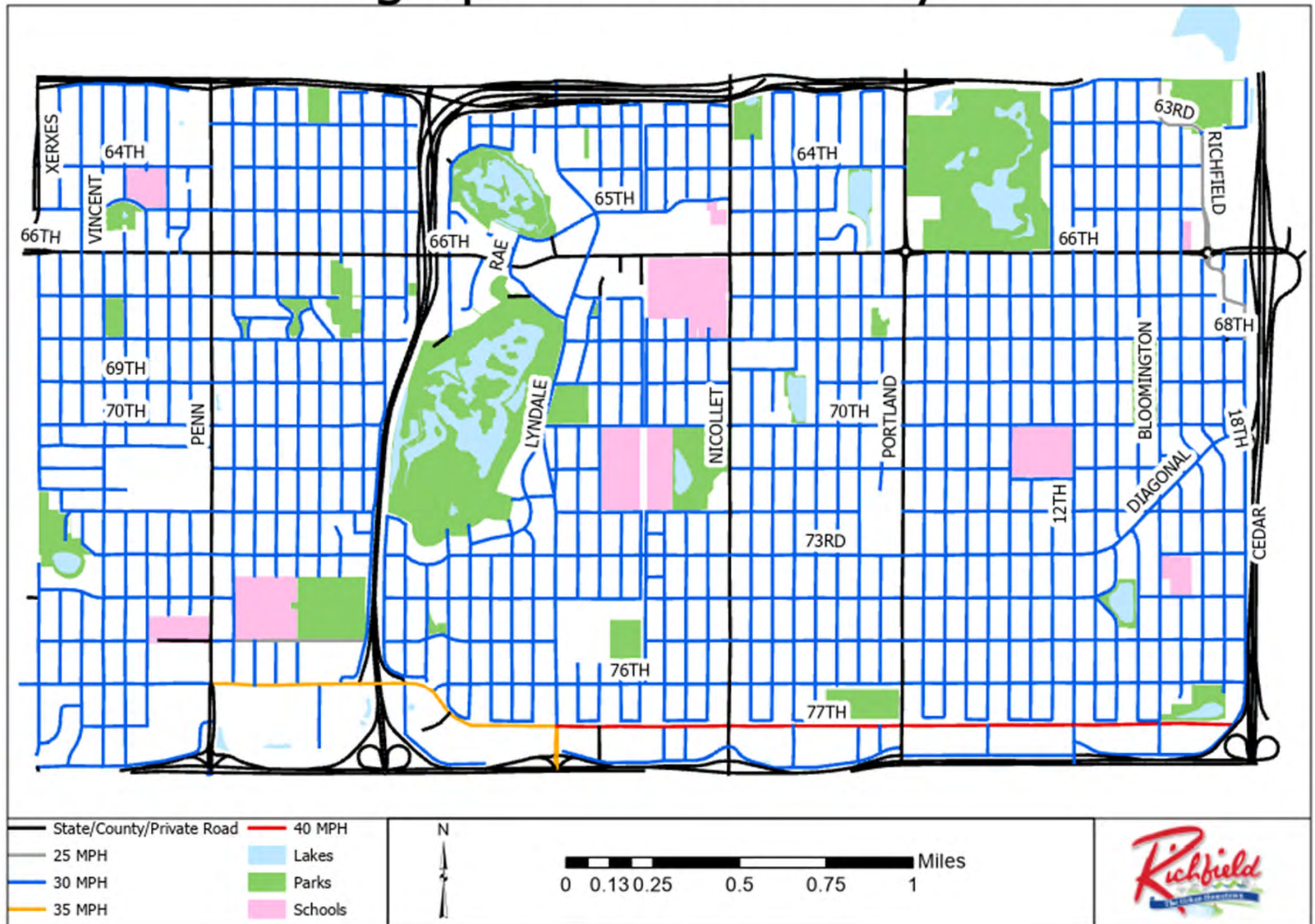
- 2022 MN Statutes, Sec. 169.14, Subd. 5h. **Speed limits on city streets.**
 - Passed in 2019
 - “A city may establish speed limits for city streets under the city's jurisdiction other than the limits provided in subdivision 2 without conducting an engineering and traffic investigation. This subdivision does not apply to town roads, county highways, or trunk highways in the city. A city that establishes speed limits pursuant to this section must implement speed limit changes in a consistent and understandable manner. The city must erect appropriate signs to display the speed limit. A city that uses the authority under this subdivision must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis. At a minimum, the safety, engineering, and traffic analysis must consider national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public.”
- Includes: 76th, 77th, Lyndale, 70th, 73rd/Diagonal, Cedar, Bloomington, 12th
- Does **NOT** include: 66th, Penn, Nicollet, Portland, Highway 62, Highway 77, 35W, 494

Current Speed Limits in Hennepin County

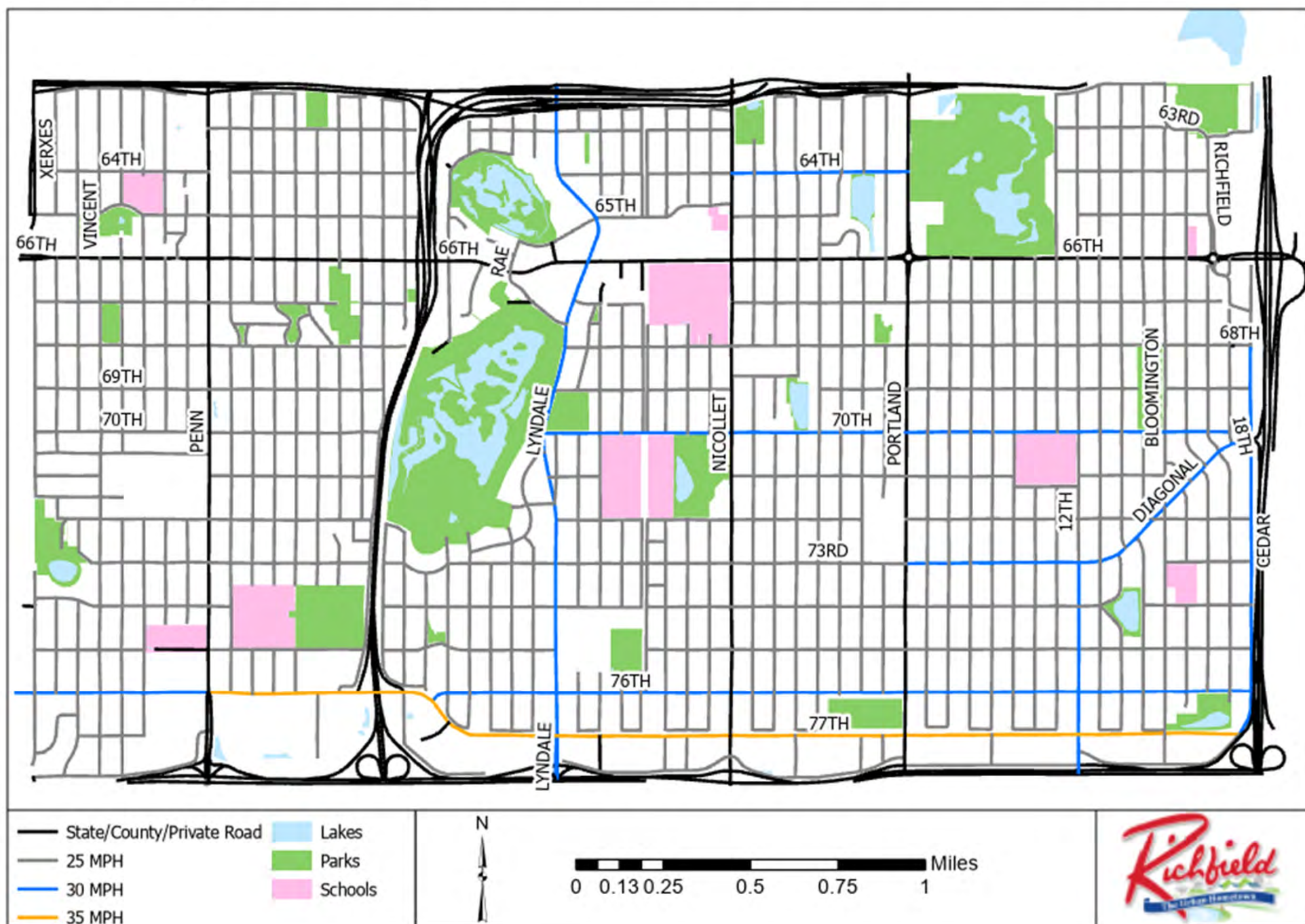


- 20 MPH DEFAULT
- 25 MPH DEFAULT
- 25 MPH DEFAULT (PROPOSED)
- STUDIED & DID NOT IMPLEMENT
- 30 MPH

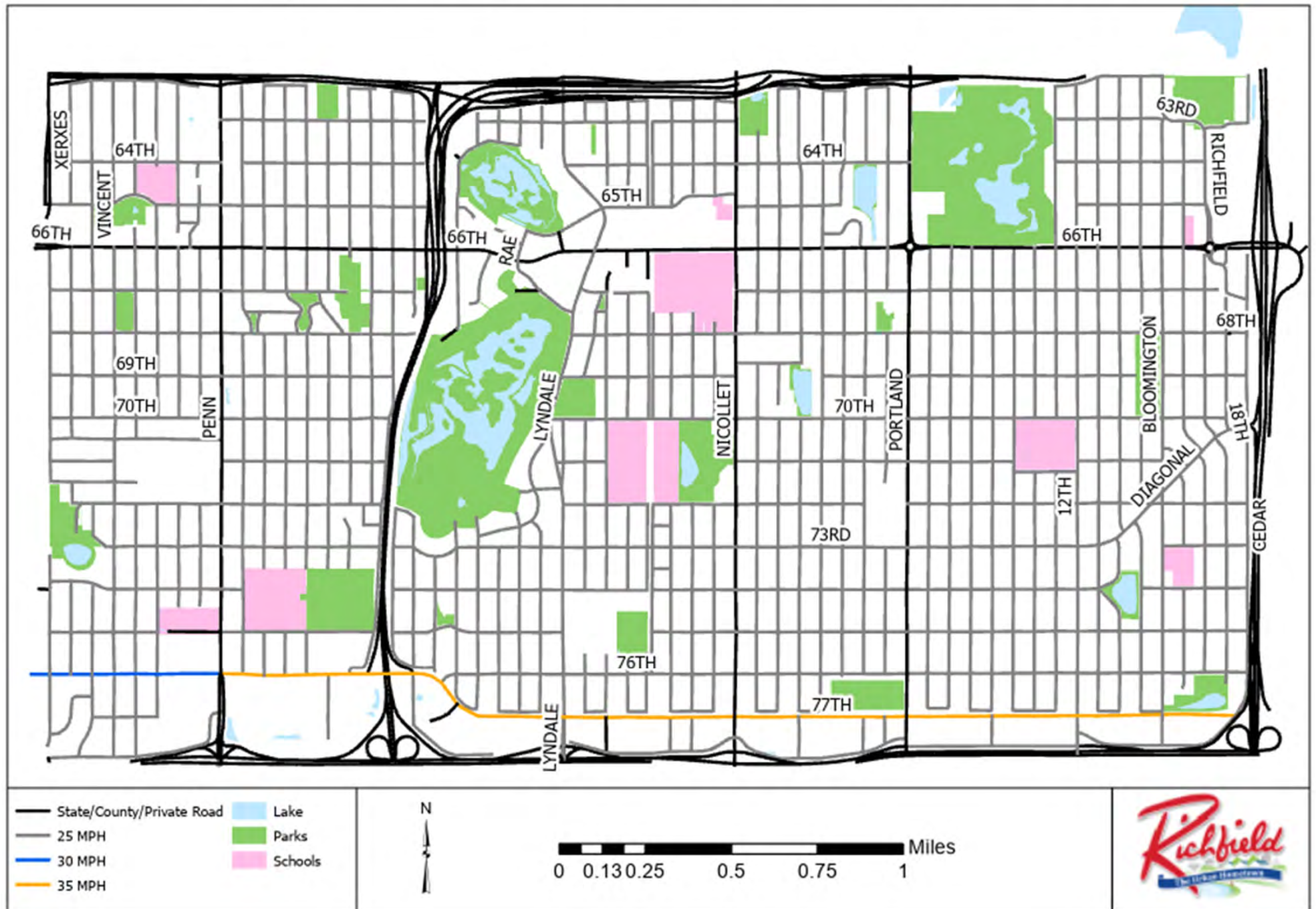
Existing Speed Limits - May 2023



Proposed Speed Limits - October 2022



Proposed Speed Limits - May 2023



Initial Methodology

- Baseline: Median Speeds
 - Data taken since 2010
- Values rounded to nearest 5 mph
- Additional Criteria required to have speed limit >25 mph
 - 30 mph: >1000 ADT, ½ mile long, 30 mph median speed
 - 35 mph: Criteria for 30 + arterial road

Revised Methodology

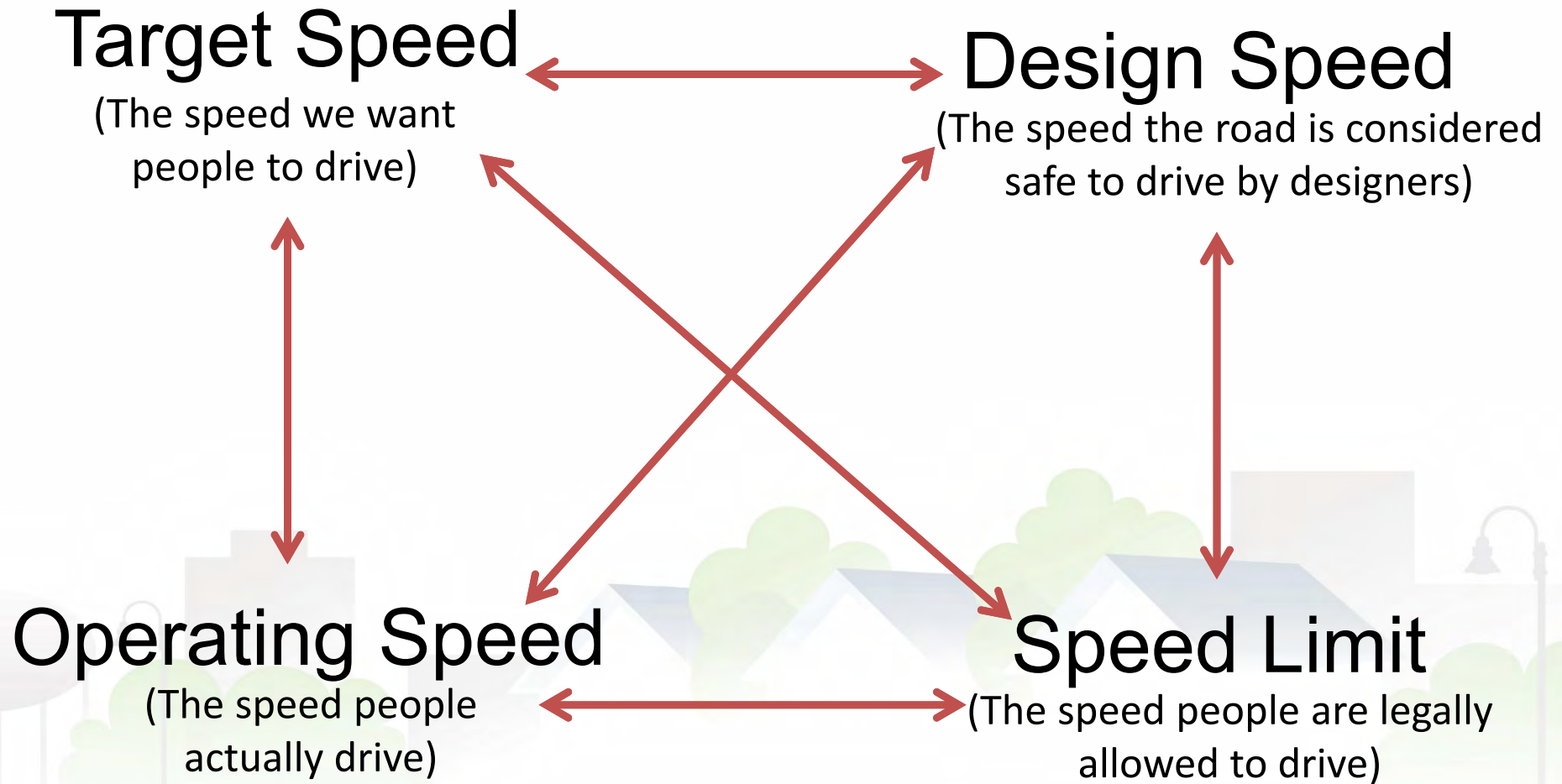
- Baseline: Median Speeds
 - Data taken since 2010
- Values rounded to nearest 5 mph
- Additional Criteria required to have speed limit >25 mph
 - Arterial route* with at least 4 lanes for more than 1/2 mile
 - Higher speeds considered based on pedestrian facility location, driveway accesses, & roadway geometry

*Defined by Metropolitan Council

Why 25 mph citywide?

- Every road in Richfield is residential
- Simple and consistent expectations
- NACTO City Limits recommends 25 MPH or below for a default citywide speed limit
 - 25 mph when there is a lack of differentiation between low/high volume road characteristics
- Does not create “high speed zones” in more racially diverse areas

Why not 20 mph?



Citywide Speed Data

- Most people travel **under 25 mph** on quiet roads AND under 30 mph on others

Local roads	Median speed [mph]
Roads with < 1,000 veh/day	24.2 mph
Roads with > 1,000 veh/day	28.3 mph
Roads with > 2,000 veh/day*	29.2 mph

*Excludes 77th St

Why not 20 mph?

- Adverse roadway widths (Design Speed)
 - Most roads designed to State Aid Standards (30 mph minimum design speed)
 - Typical streets range from 32-36 feet wide with minimal street parking usage
- Citywide median speeds (Operating Speed)
 - Tiered approach similar to October 2022 map
- Requires significant extra investment
 - Short term: Education and Enforcement
 - Long term: Infrastructure with lower target speed
 - Active Transportation Action Plan

Discussion

- Thoughts on staff recommendation?
- How does City Council define success with this policy?
 - What are the goals we are trying to achieve?



Identified Goals

- Reduced Vehicle Speeds
- Lower annual vehicle crash totals
- Fewer fatal/serious injury crashes
 - Goal to eliminate
- Fewer crashes with pedestrians/bicycles
 - Goal to eliminate
- Fewer vehicles traveling >40 MPH

Next Steps

- PW finalizes Recommendation and Supporting Documentation (Summer 2023)
- Council Action (Summer 2023)
- Implementation (Fall 2023-Spring 2024)
 - Learn from Other Cities
 - Develop Education & Enforcement Strategies
 - Develop Signing Strategy & roll out plan
- Monitor! (2024-2026)
 - Annual Crash Analysis
 - Annual Speed Counting Program
- Revise if needed (2026)

Results in Other Communities



Reducing Vehicle Speeds

- Changing the limit is just one tool
- Ultimately people drive the speed they feel comfortable driving
 - Design
 - Enforcement
 - Education

Reducing Vehicle Speeds

- National Examples
 - Mean & Median Speeds Stayed Similar Overall in Boston^[2] and Portland^[3]
 - Lower odds of exceeding higher speeds
 - Portland found a correlation between wider pavement width and higher speed
 - Decreases in Seattle^[1]
- Local Examples
 - Minneapolis, St. Paul, St. Louis Park, Edina have not completed post-assessments
 - U of MN CTS study on St. Louis Park is forthcoming this spring

[1] SDOT Speed Limit Case Studies, July 2020

[2] Hu W, Cicchino JB. Inj Prev 2020;26:99–102.

[3] Anderson, Jason C, Christopher Monsere, and Sirisha Kothuri. 2022. "Effect of Residential Street Speed Limit Reduction on Driving Speeds in Portland, Oregon." Findings, January. <https://doi.org/10.32866/001c.31956>.

Reduce Crashes & Crash Severity

- National/International Examples
 - Lower speeds reduced injury & fatal crashes in Seattle^[1], Toronto (CA)^[2], and Bristol (UK)^[3].
- Local Crash Data Comparison
 - Cities that reduced speed limits
 - Minneapolis, St. Paul, Edina, St. Louis Park, St. Anthony
 - Rest of Hennepin/Ramsey Counties

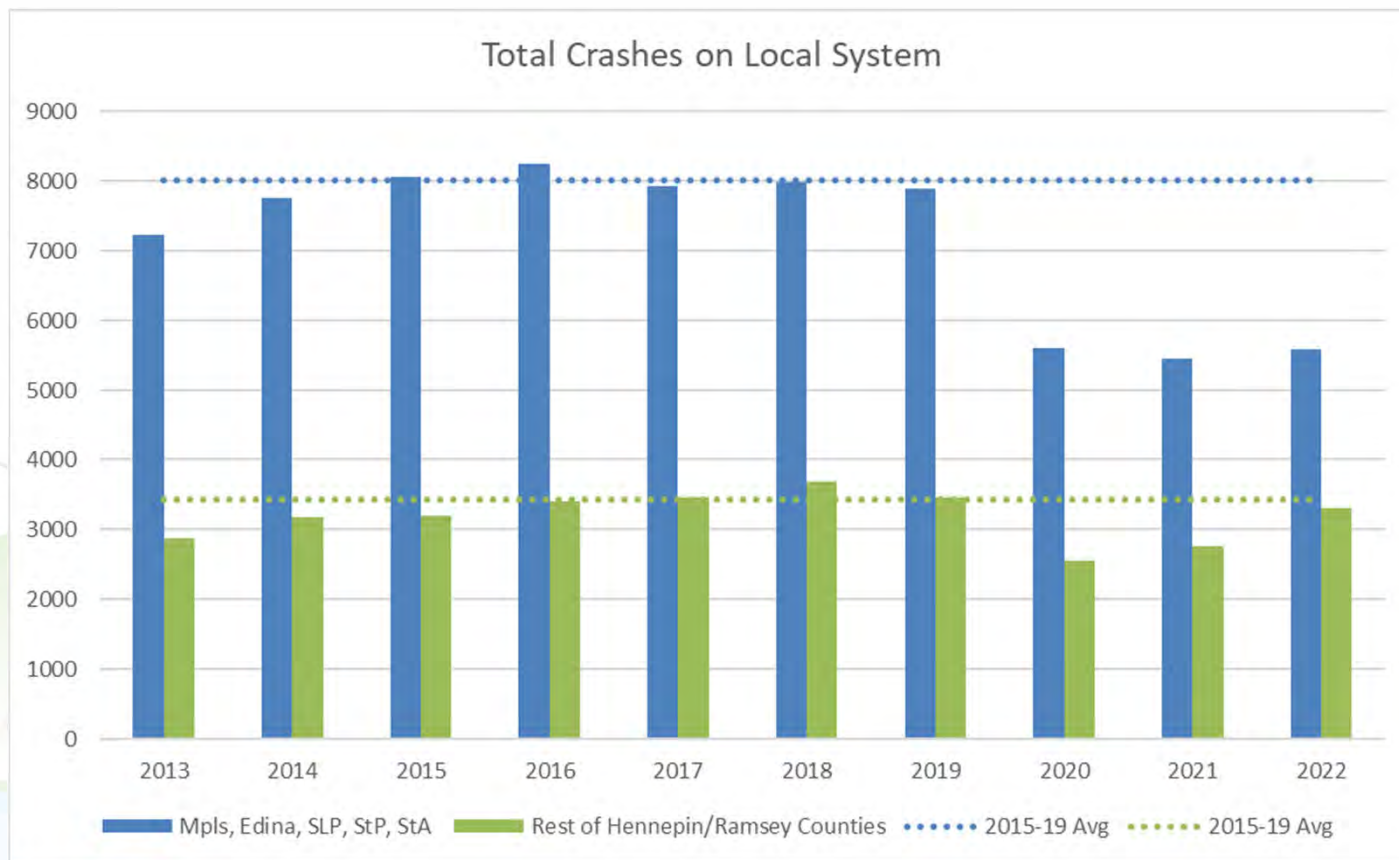
[1] SDOT Speed Limit Case Studies, July 2020

[2] Hu W, Cicchino JB. *Inj Prev* 2020;26:99–102.

[3] Bornioli A, Bray I, Pilkington P, *et al.* Effects of city-wide 20 mph (30km/hour) speed limits on road injuries in Bristol, UK. *Injury Prevention* 2020;26:85-88.

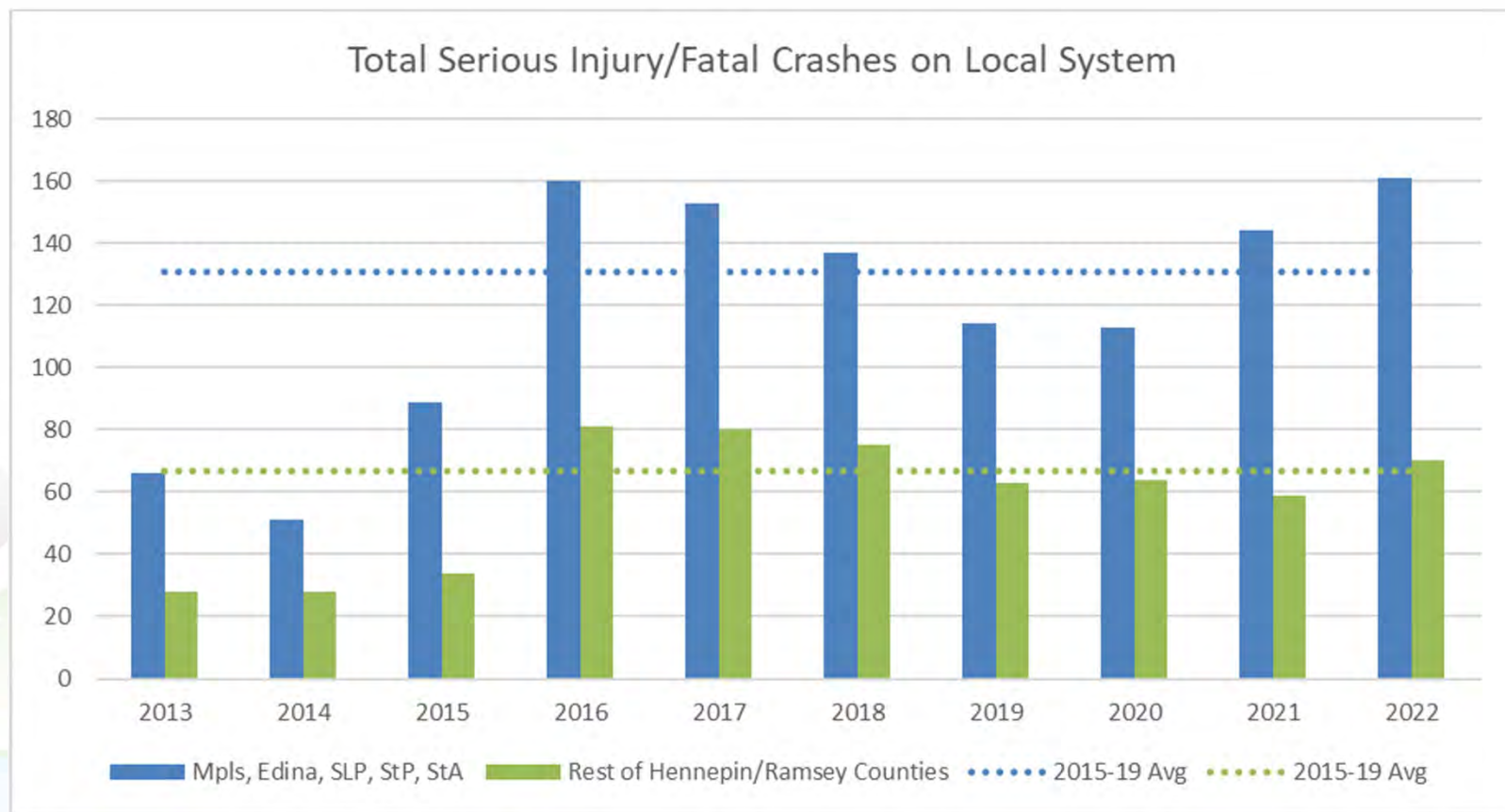
Local Crash Data Comparison

- Total Crashes **down** 32% and 30% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **down** 19% and 4% in 2021 and 2022



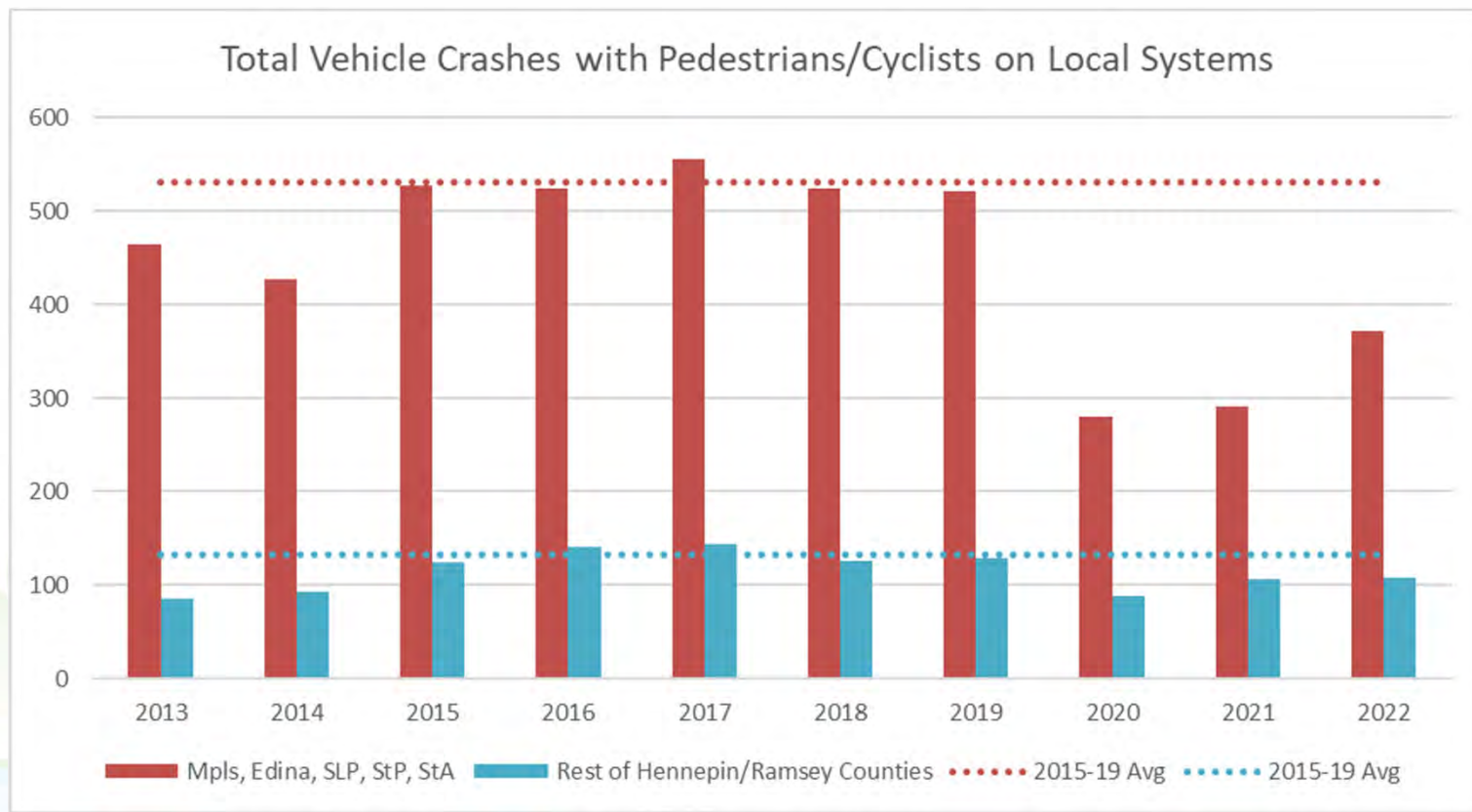
Local Crash Data Comparison

- Fatal & Serious Injury Crashes **up** 10% and 23% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **down** 11% in 2021 and **up** 5% in 2022



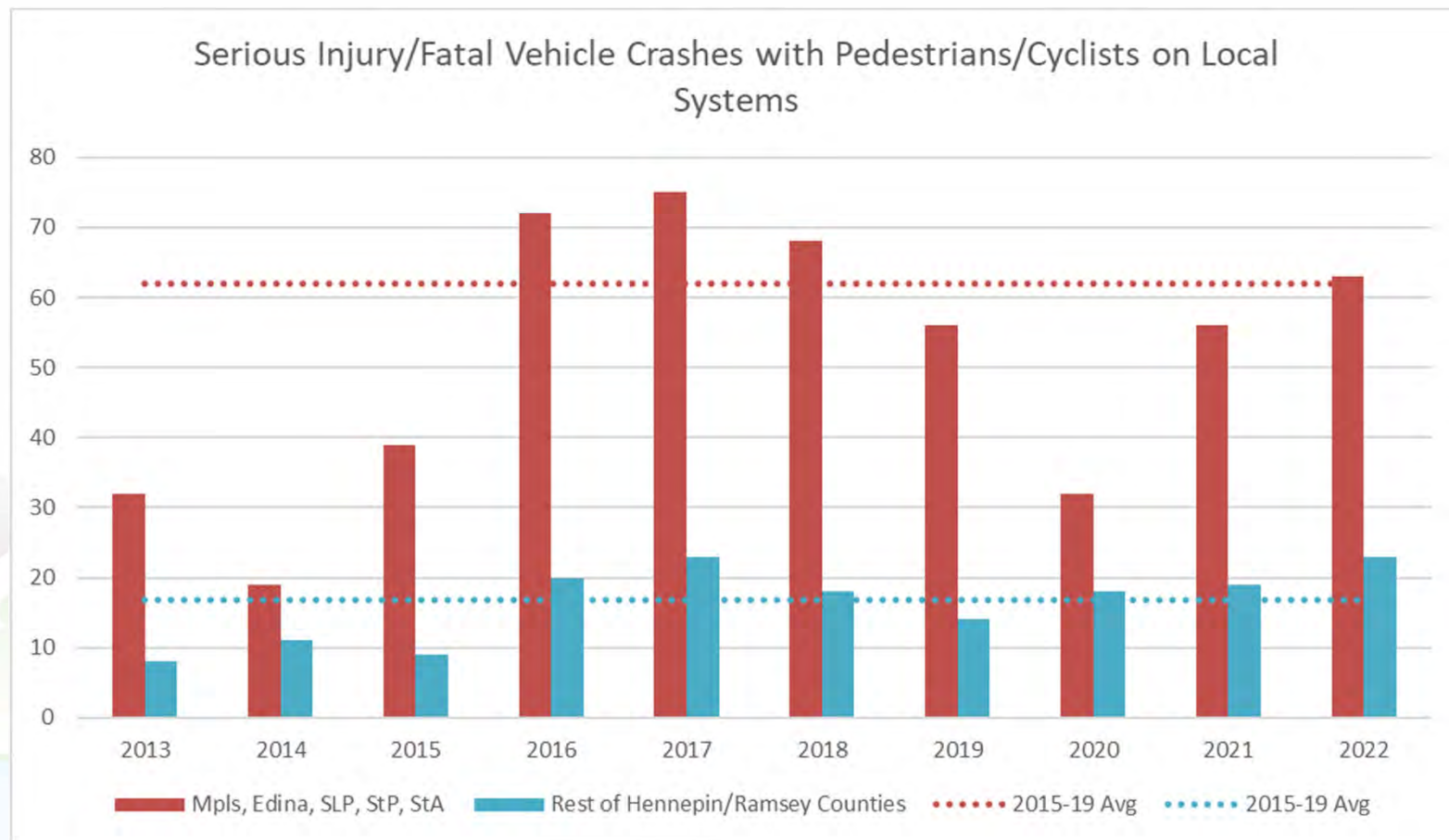
Local Crash Data Comparison

- Total crashes **down** 45% and 30% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **down** 20% and **down** 18% in 2021 and 2022



Local Crash Data Comparison

- Fatal & Serious Injury Crashes **down** 10% and **up** 2% from 2015-2019 average in 2021 and 2022
- Rest of Hennepin & Ramsey Counties **up** 13% in 2021 and **up** 37% in 2022



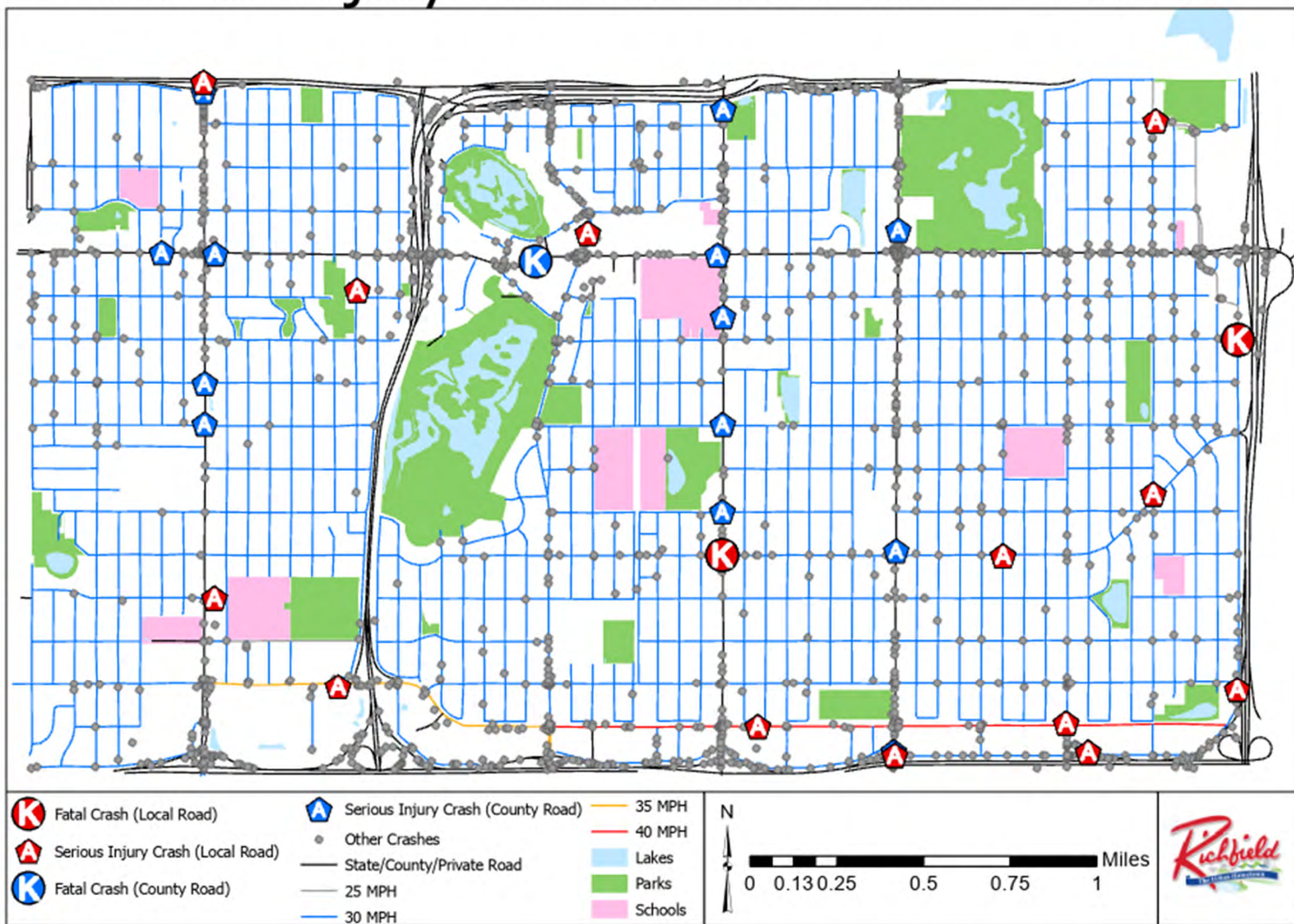
Follow Up from Oct 2022 WS



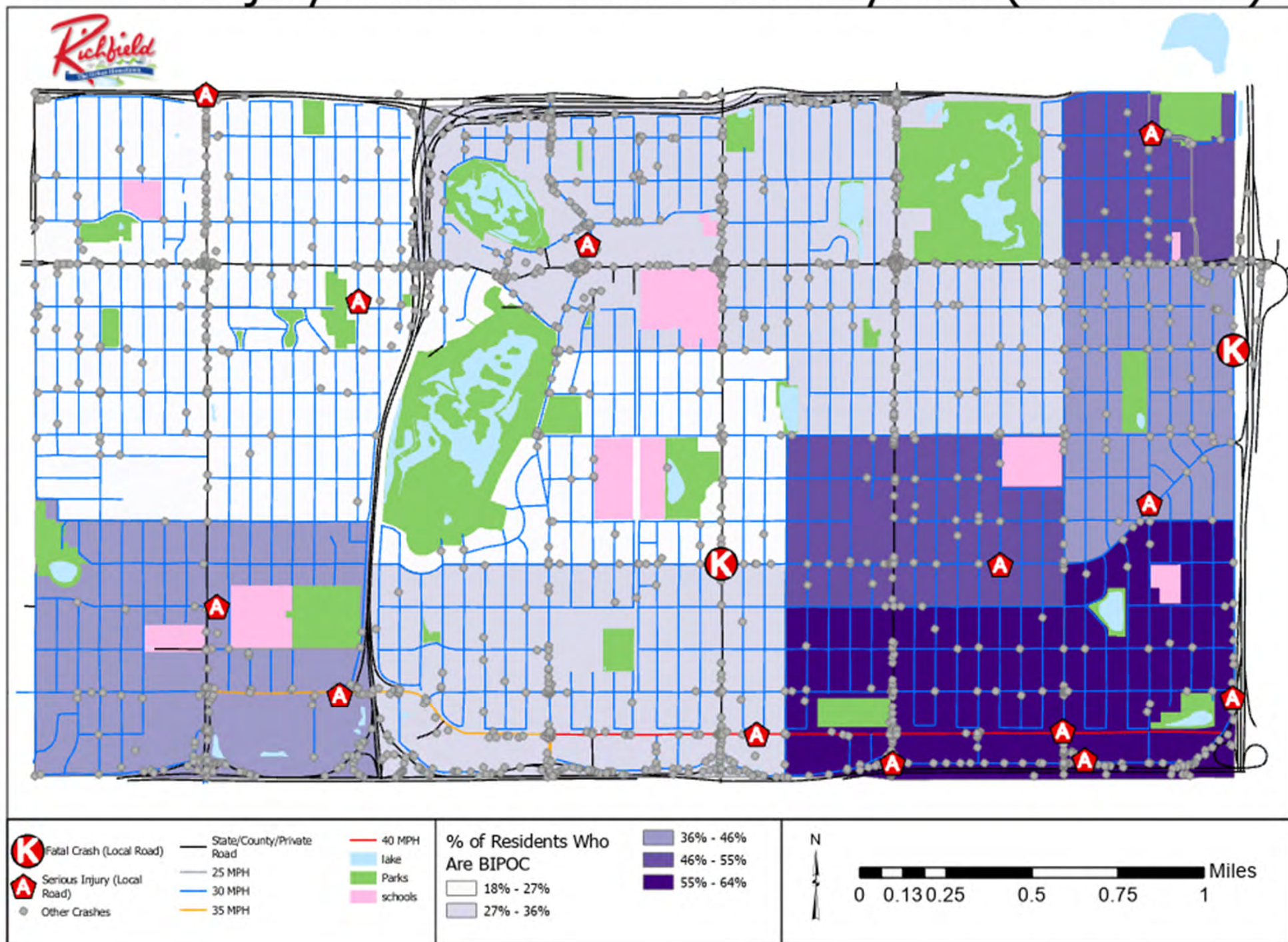
Where do crashes occur in Richfield?

- 729 total crashes in 2022
 - 228 on County Roads
 - 204 on Local Roads
 - 297 on other facilities (MnDOT Highways & ramps)
- 41 Serious Injury or Fatal crashes from 2018-2022
 - 14 on County Roads
 - 15 on Local Roads
 - 2 on Cedar
 - 2 on 78th
 - 3 on 73rd/Diagonal
 - 3 on 76th/77th
 - 5 elsewhere
 - 8 of 15 in area bounded by 494/Cedar/Nicollet/73rd/Diagonal
 - 2 on other facilities (MnDOT Highway & ramps)

Serious Injury & Fatal Crashes: 2018-2022



Serious Injury & Fatal Crashes - Local System (2018-2022)



Appendix (Additional Data)



Speed Limit History in MN

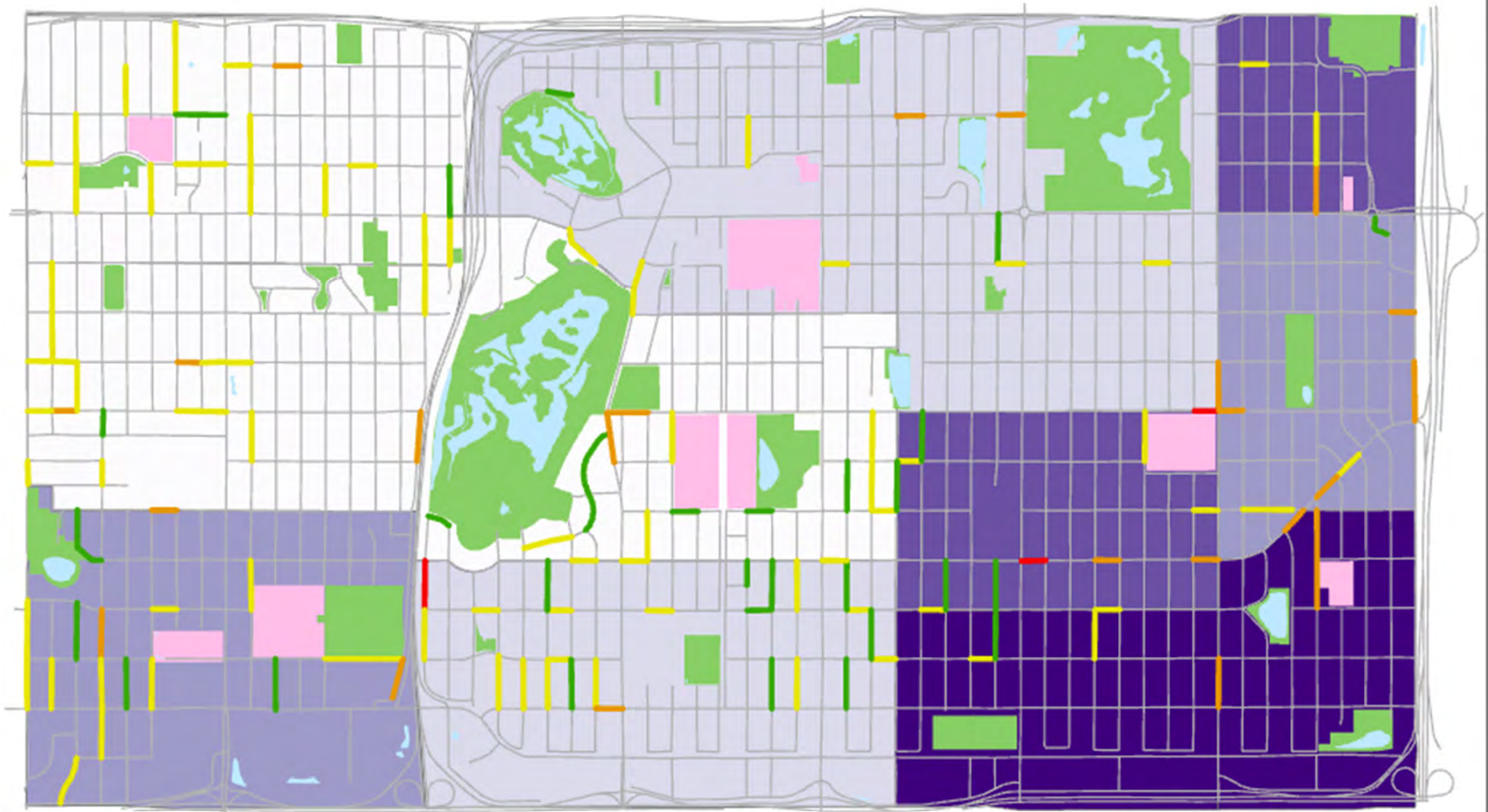
- 1911: First “Reasonable and Proper” Statutory Speed Limit
 - 10 mph in “built up” areas
 - 25 mph on rural highways
- 1937/1939: 30 mph appears
 - 30 mph in any municipality
 - 60 mph daytime/50 mph nighttime on rural highways
- 1974: National 55 mph Speed Limit
- 1975: Can establish School Zones up to 20 mph below normal speed limit, but not lower than 15 mph
- 1976: Minimum 25 mph limit on streets with bike lanes
- 1980: Municipalities can override Commissioner in “Urban Districts”
- 1984: 10 mph in alleys
- 1994: 25 mph by ordinance on residential roadways
 - Must be signed at beginning and end of zone
 - Less than ¼ mile in length
- 1995: Repeal of 55 mph Speed Limit
- 2009: “Urban district” expanded to include full length of street, not just sections
 - Lyndale Ave 30 mph speed limit uses this law
- 2019: Pathway for cities to set local speed limits

Citywide Speed Data

Local roads	Median speed [mph]	Average speed [mph]	85th Percentile speed [mph]
Roads with < 1,000 veh/day	24.2 mph	22.9 mph	28.8 mph
Roads with > 1,000 veh/day	28.3 mph	28.1 mph	33.1 mph
Roads with > 2,000 veh/day*	29.2 mph	28.5 mph	33.3 mph

*Excludes 77th St

Median Speeds Collected Since 2010

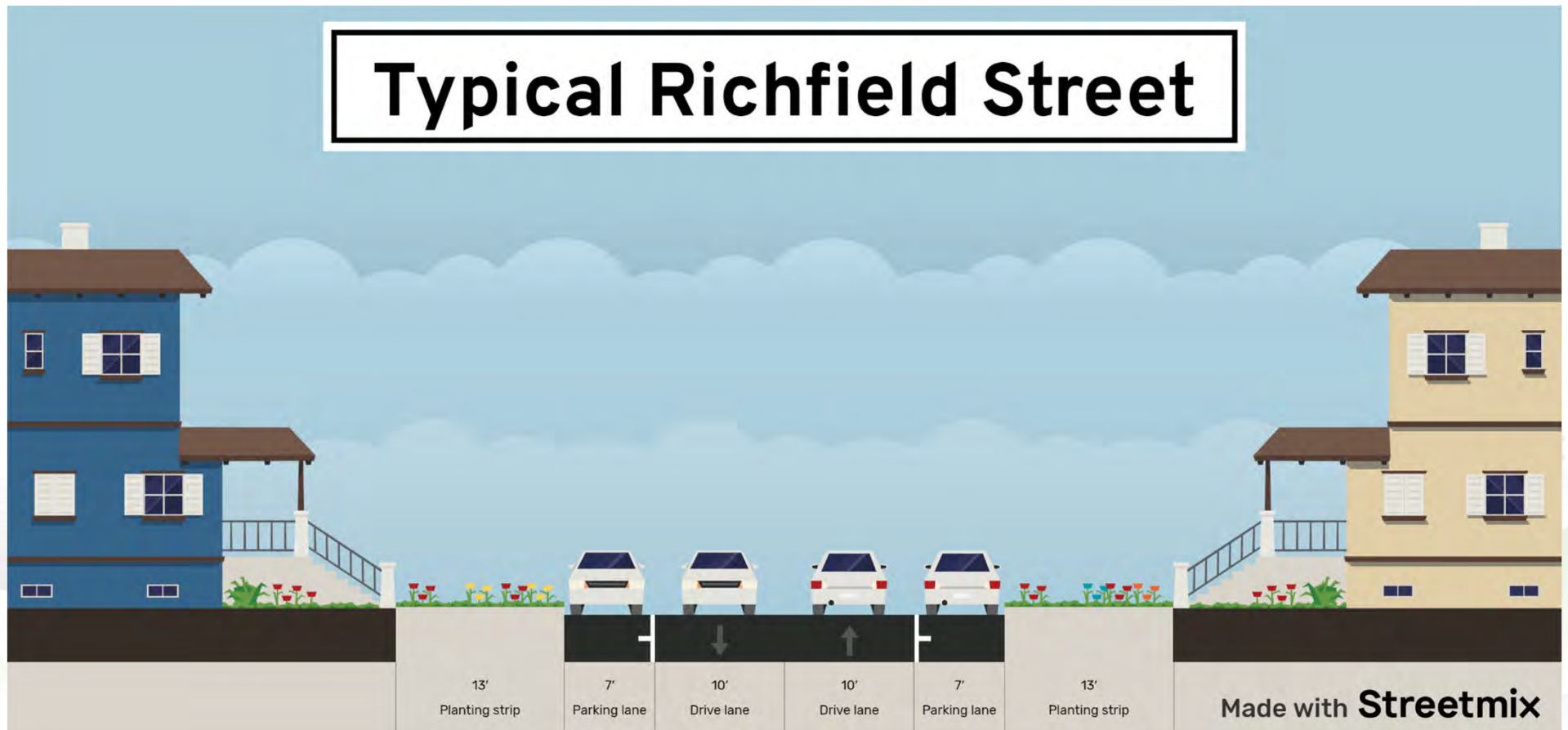


0 0.13 0.25 0.5 0.75 1 Miles



Street Widths

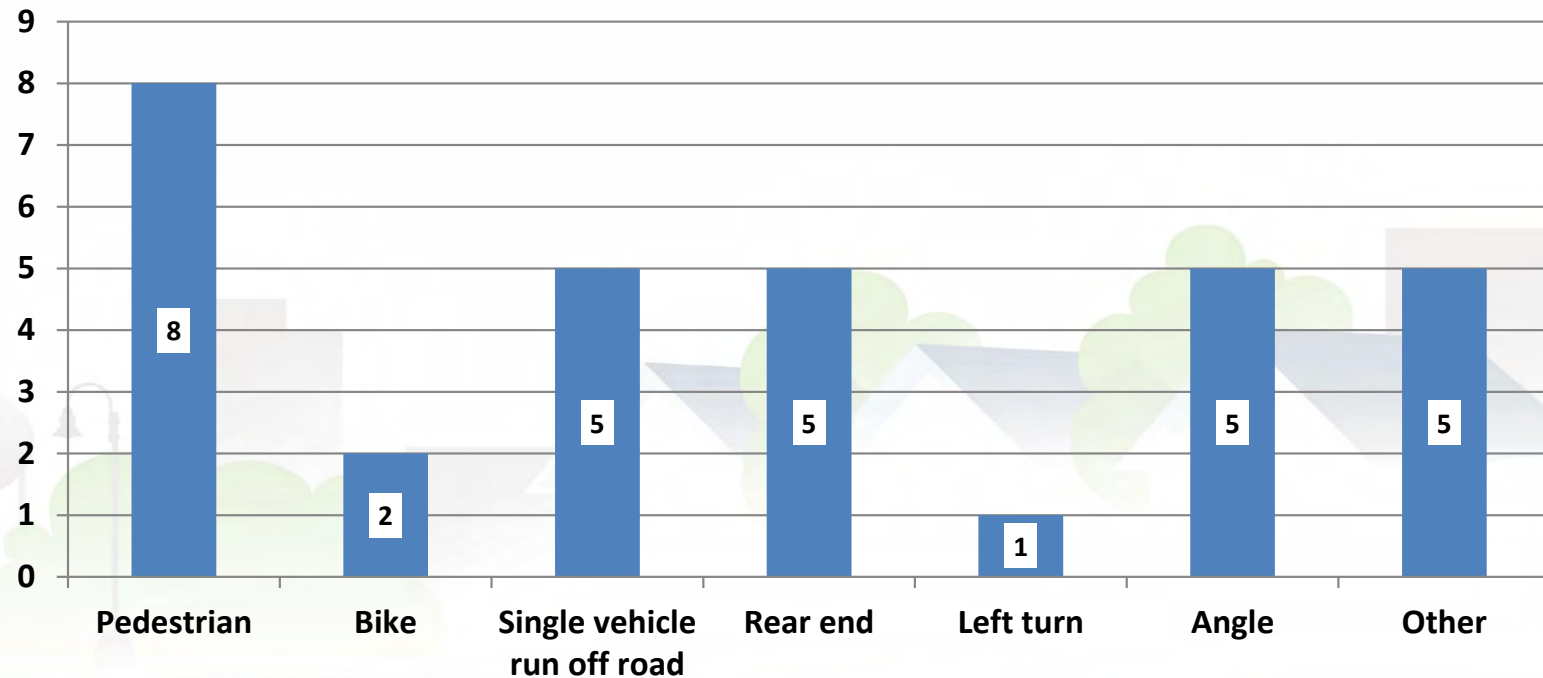
Typical Richfield Street



Basic type

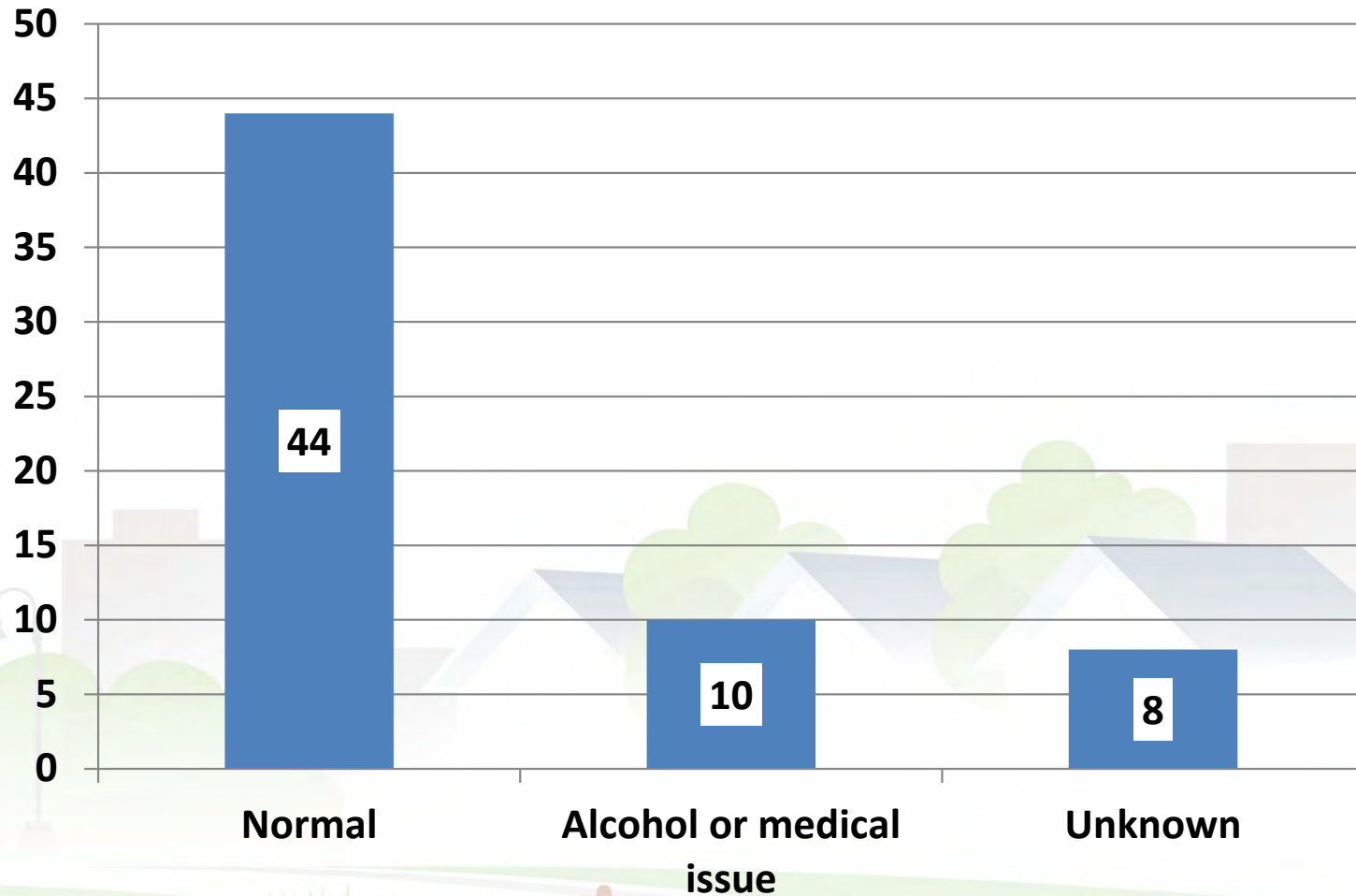
- Many serious crashes involve pedestrians

Reported pedestrian crashes 2017-2021

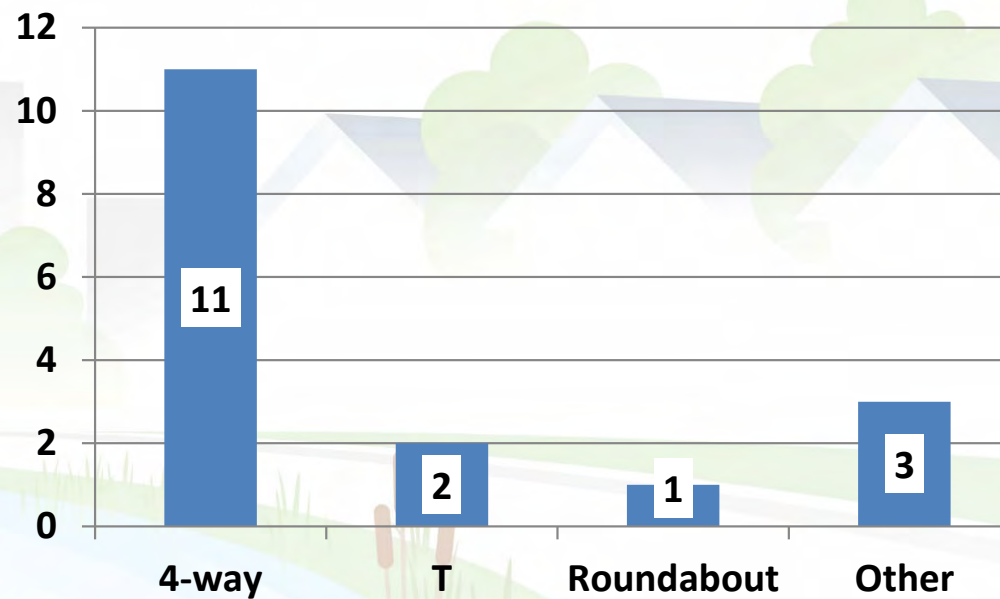
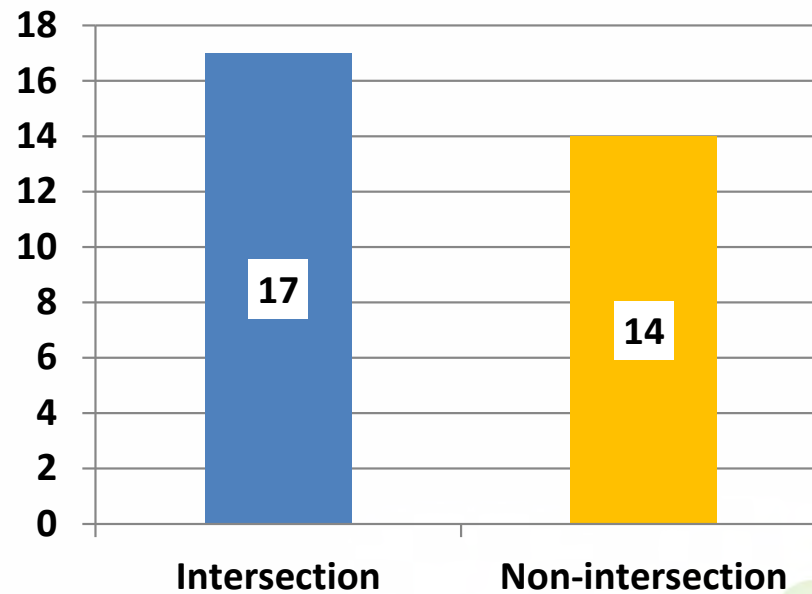


Source: MnCMAT2 2017 – 2021

Severe crashes – physical condition

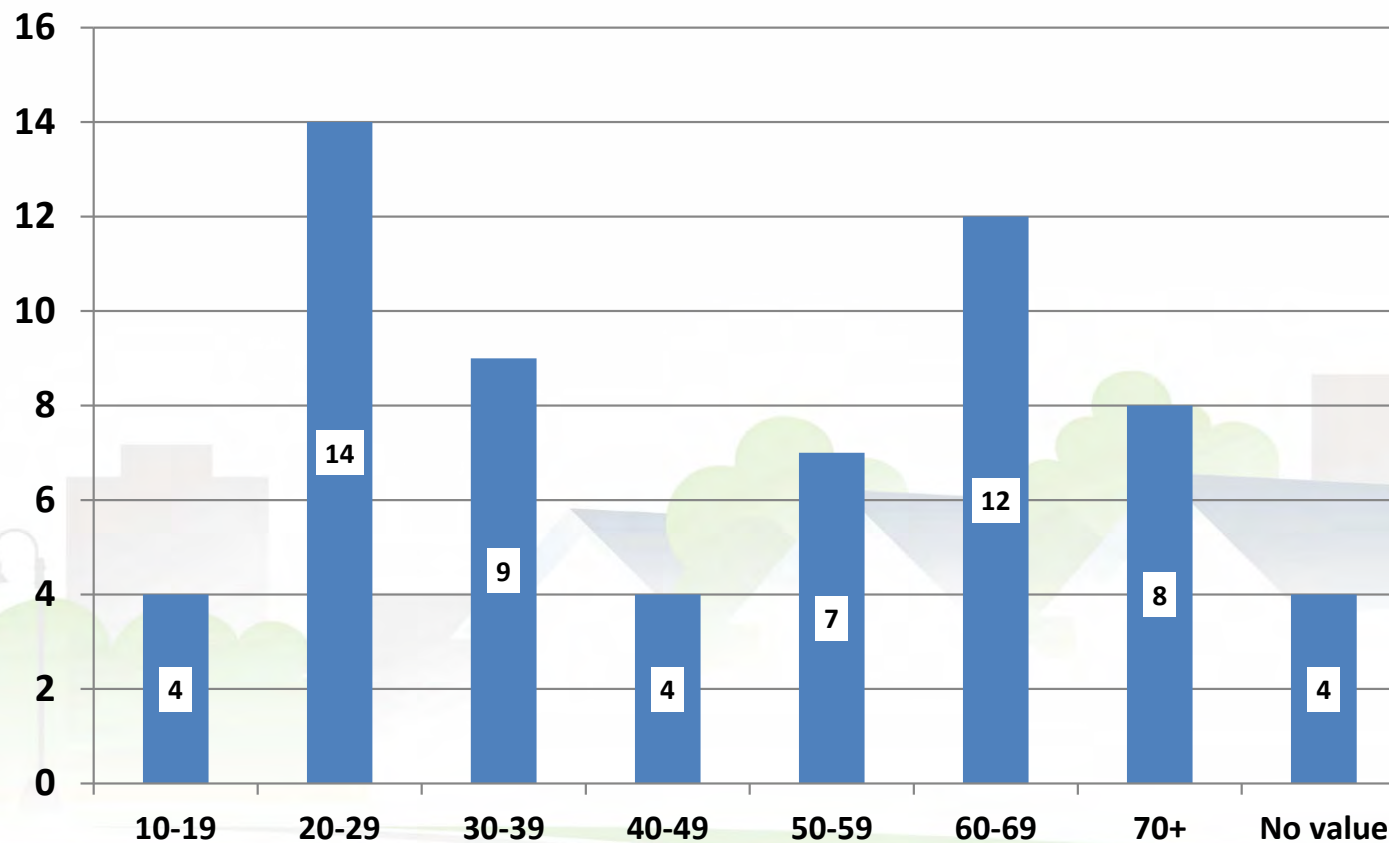


Severe crashes - intersection



Source: MnCMAT2 2017 – 2021

Severe crashes - age



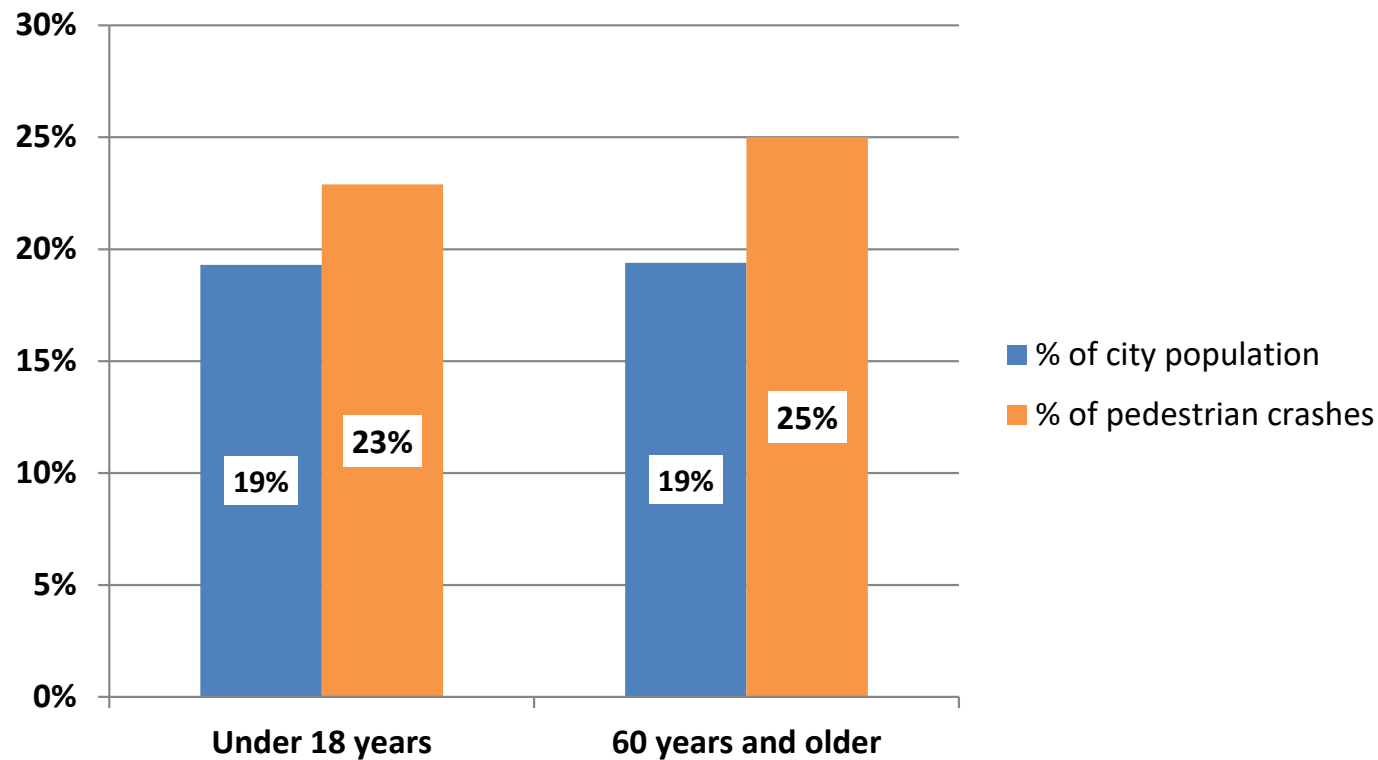
Pedestrian - light

- Over a quarter of pedestrian crashes occur at night with streetlights



Pedestrian - age

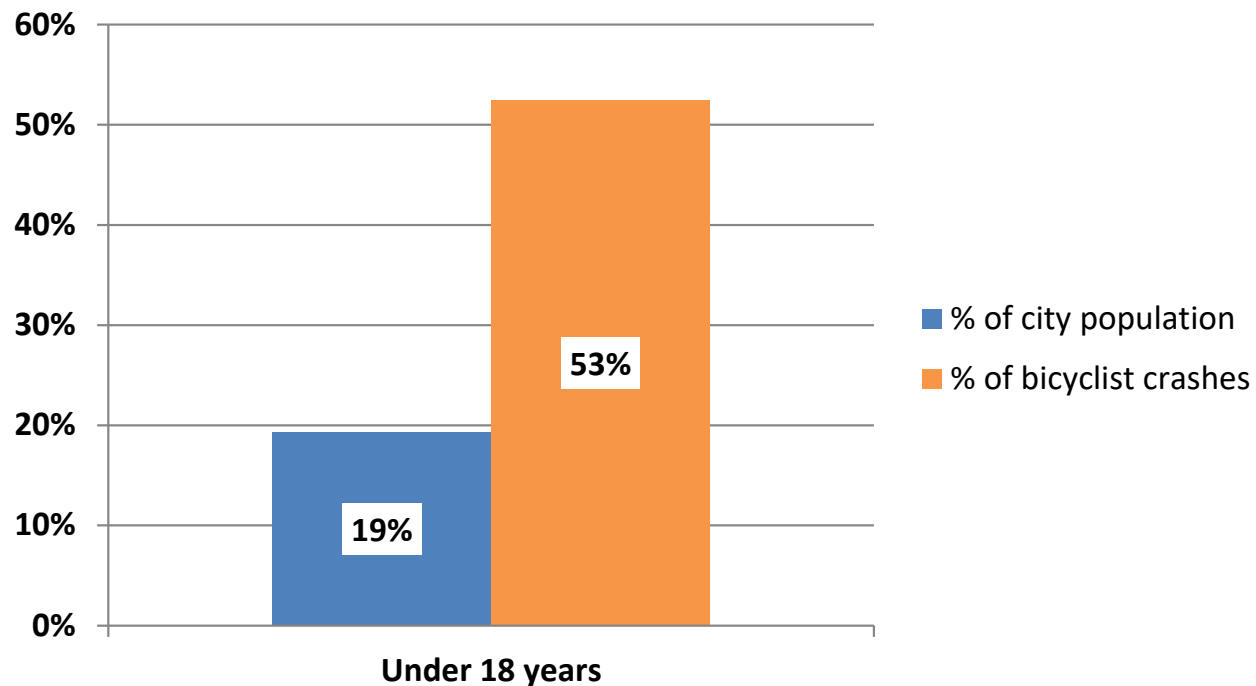
- Younger and older pedestrians are overrepresented in crashes



Source: MnCMAT2 2017 – 2021, ACS
2020 5-year estimate

Bicyclist - age

- A majority of bike crashes involve young people



Source: MnCMAT2 2017 – 2021, ACS
2020 5-year estimate

Staff Report from prior meeting - For reference only

AGENDA SECTION:	Work Session Items
AGENDA ITEM #	1.



WORK SESSION STAFF REPORT NO. 36

WORK SESSION

10/24/2023

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/17/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/18/2023

ITEM FOR WORK SESSION:

Staff will present an update on the ongoing local speed limit study and recommendations for a proposed signing and speed limit implementation plan and a public education campaign.

EXECUTIVE SUMMARY:

Public Works staff will provide a refresher and update to the City Council on the status of local speed limits after the May 2023 work session, including staff's proposed recommendation for discussion. In addition, Scott Barsuhn will present an overview of a preliminary outreach campaign for the city-wide 25 mph speed limits.

In May, staff recommended a default speed limit of 25 mph City-wide with two exceptions; 30 mph on 76th Street West of Penn Ave and 35 mph the remainder of 76th/77th Street. Alleys would remain at 10 mph. Staff were directed to collect additional data along 76th and 77th Streets to determine if a lower speed limit could be posted. Data was collected in July and August of 2023, and based on the data collected, staff's recommendation remains the same as in May 2023. Making an official speed limit change will require a subsequent council meeting with corresponding resolutions and ordinances.

Staff are currently working with Hennepin County to request lowered speed limits on county roadways in Richfield.

DIRECTION NEEDED:

Staff is seeking direction from City Council on the speed limit recommendation, signage recommendation, implementation timeline, and public education campaign.

BACKGROUND INFORMATION:

A. HISTORICAL CONTEXT

In 2019, the Minnesota Legislature gave cities increased authority to set local speed limits. This legislation does not include County, State, airport, or private roads.

All Minnesota cities that set local speed limits must:

- Do it in a "consistent and understandable manner"

Staff Report from prior meeting - For reference only

- Do it "based on the city's safety, engineering, and traffic analysis"
- Provide "appropriate signage"
- Consider "methods to effectively communicate the change to the public"

Since then, some cities in the metro have evaluated their speed limits and made changes. Richfield staff was directed to evaluate our current traffic landscape and make a recommendation on whether our speed limits should change.

From 1998 to 2001, the City of Richfield (as a part of our legislative priorities) supported legislation for a 25 mph urban speed zone. In 2018, the City's pedestrian plan included a measure to "Pursue legislative policy changes to allow for reduced speed limits on residential streets". Under current State statute, the default speed limit for any local road is 30 mph and for any alley is 10 mph.

Historically, speed limits have been set based on the 85th percentile speed, the speed where 15% of people travel faster. In the past ten years, there has been building evidence this method is outdated. A study by the National Transportation Safety Board found that there was no evidence equating to lower crash involvement when setting speed limits using the 85th percentile. The current recommended changes to the Manual of Uniform Traffic Control Devices (MUTCD) state that the 85th percentile should apply only on freeways, expressways, or rural highways. The MUTCD still awaits an update after public comments were taken in 2020 and 2021.

The National Association of City Transportation Officials released guidance on setting local speed limits in 2020. As a part of their guidance and recommendations, most urban streets are recommended to have a speed limit of 20 mph or 25 mph depending on several factors. The maximum recommended speed limit for urban areas is 35 mph, for roads with low activity AND low conflict density.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

N/A

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Ordinance changes will be forthcoming if there is consensus to change speed limits in the City.

D. CRITICAL TIMING ISSUES:

Staff would like to have the final ordinance passed by the end of 2023 in order to begin procuring and producing signage and public education materials for a spring 2024 implementation. The ordinance will require two public readings.

E. FINANCIAL IMPACT:

Speed limit changes are included in the 2023 CIB and 2024 CIP for an overall total cost of \$200,000. The costs include new signs, traffic signal re-timing and modifications, and a public education campaign.

F. LEGAL CONSIDERATION:

N/A

ALTERNATIVE(S):

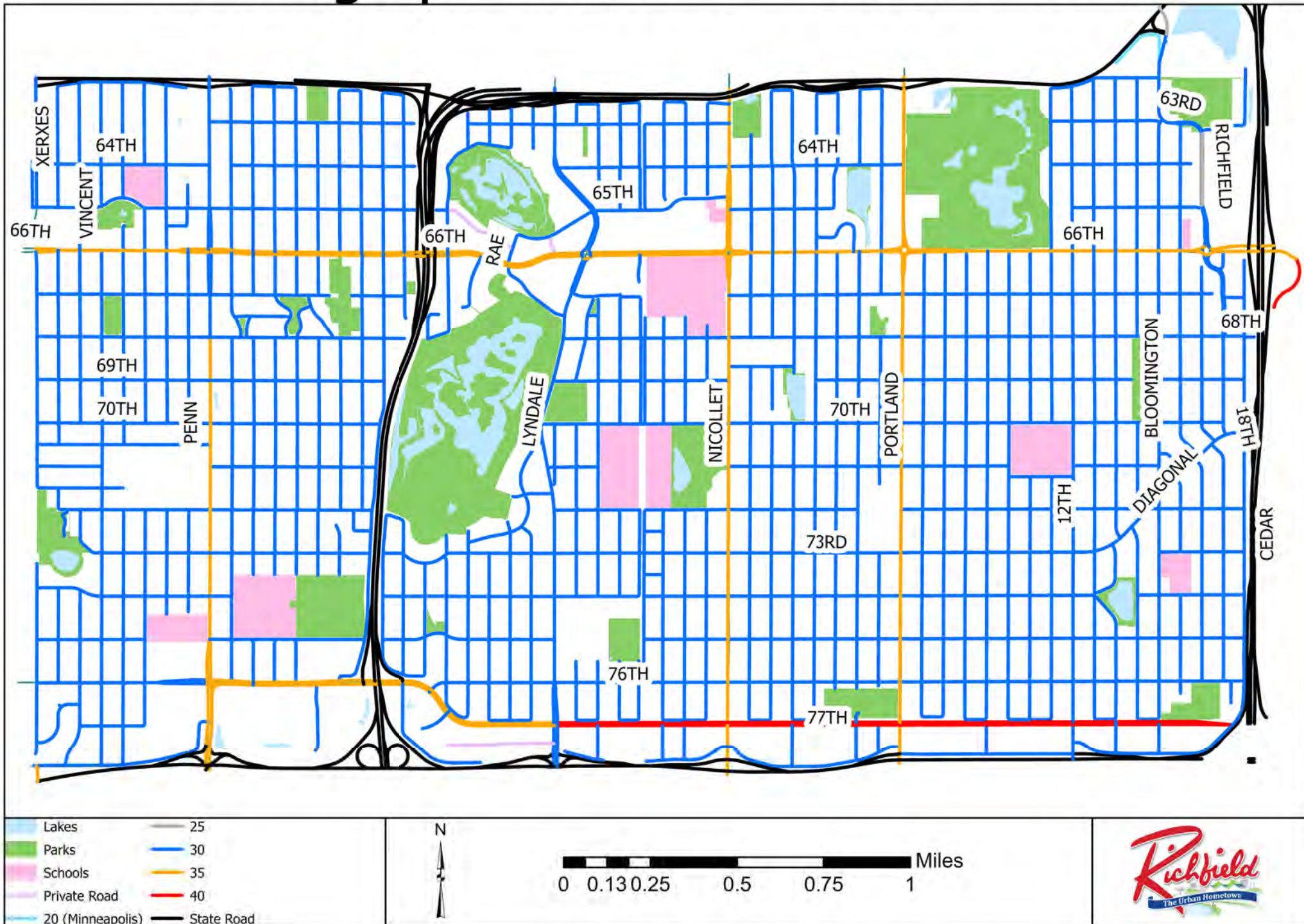
PRINCIPAL PARTIES EXPECTED AT MEETING:

Scott Barsuhn, Barsuhn Consulting

ATTACHMENTS:

Description	Type
Existing Speed Limits Map - October 2023	Exhibit
Staff Recommendation Speed Limits Map - October 2023	Exhibit

Existing Speed Limits - October 2023



Proposed Speed Limits - October 2023





CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

October 24, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 5:45 p.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; Dustin Leslie, City Clerk; Chris Swanson, Management Analyst; Chad Donnelly, Assistant Utility Superintendent; Joe Powers, City Engineer; Brad Drayna, Police Lieutenant; Matt Hardegger, Transportation Engineer; Kristin Asher, Public Works Director.

ITEM #1

FINDINGS OF THE WATER SYSTEM INTERCONNECT EVALUATION.

City Manager Rodriguez introduced the topics to Council and introduced Assistant Utility Superintendent Donnelly to Council.

Assistant Utility Superintendent Donnelly gave the presentation covering background of the project, project purpose, goals, analysis of alternatives, interconnect locations, staff findings, and recommended actions. He noted that the Minneapolis interconnection is the recommendation.

Council Member Hayford Oleary stated he was ok with the staff recommendation and spoke about how Richfield could be affected by a disaster interrupting the city's water supply. He asked staff if the ground water used by Richfield were to run out, would they be able to get water from Minneapolis? Assistant Utility Superintendent Donnelly stated the city would be able to draw water from Minneapolis in that event.

Staff and Council spoke about eventually needing to replace the water treatment plant and having a connection to Minneapolis could provide a new option or a temporary option if a new water treatment plant was ever built.

Mayor Supple agreed that the Minneapolis option made the most sense. Staff stated they wanted to make sure Council did not want to go with the Bloomington option. The council agreed with staff about not wanting the Bloomington connection.

ITEM #2	STAFF WILL PRESENT AN UPDATE ON THE ONGOING LOCAL SPEED LIMIT STUDY AND RECOMMENDATIONS FOR A PROPOSED SIGNING AND SPEED LIMIT IMPLEMENTATION PLAN AND A PUBLIC EDUCATION CAMPAIGN.
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Transportation Engineer Hardegger gave the presentation covering speed limit proposals, methodology, 2022-2023 speed data, and data for 76th and 77th streets.

There was a general conversation between staff and council regarding speeds along the 77th Street corridor as well as addressing inequities in changing the speed limits.

City Engineer Powers spoke about a possible grant opportunity the city applied for that would help look at design changes to the 77th Street corridor. He also spoke about response changes if speed limits were updated.

Mayor Supple spoke about the benefits of adding sidewalks and making them ADA accessible.

Council Member Hayford Oleary and Mayor Supple spoke about their preferences for speed limits on certain streets within the city. Council Member Whalen asked the police department to comment on enforcement. Lieutenant Drayna stated the police department enforces speed limits throughout the city equally and spoke about crash data.

City staff finished the presentation by talking about ordinance language and resolution language that would be presented at a future Council meeting.

Communications Strategist Scott Barshun gave a presentation about the Richfield Drives 25 communication campaign and how it would be advertised.

The Mayor and Council Members gave feedback regarding the campaign, including asking for more crisp images and more use of people.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:55 pm.

Date Approved: November 14, 2023

Mary B. Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



Speed Limit Discussion

City Council Work Session
October 24th, 2023

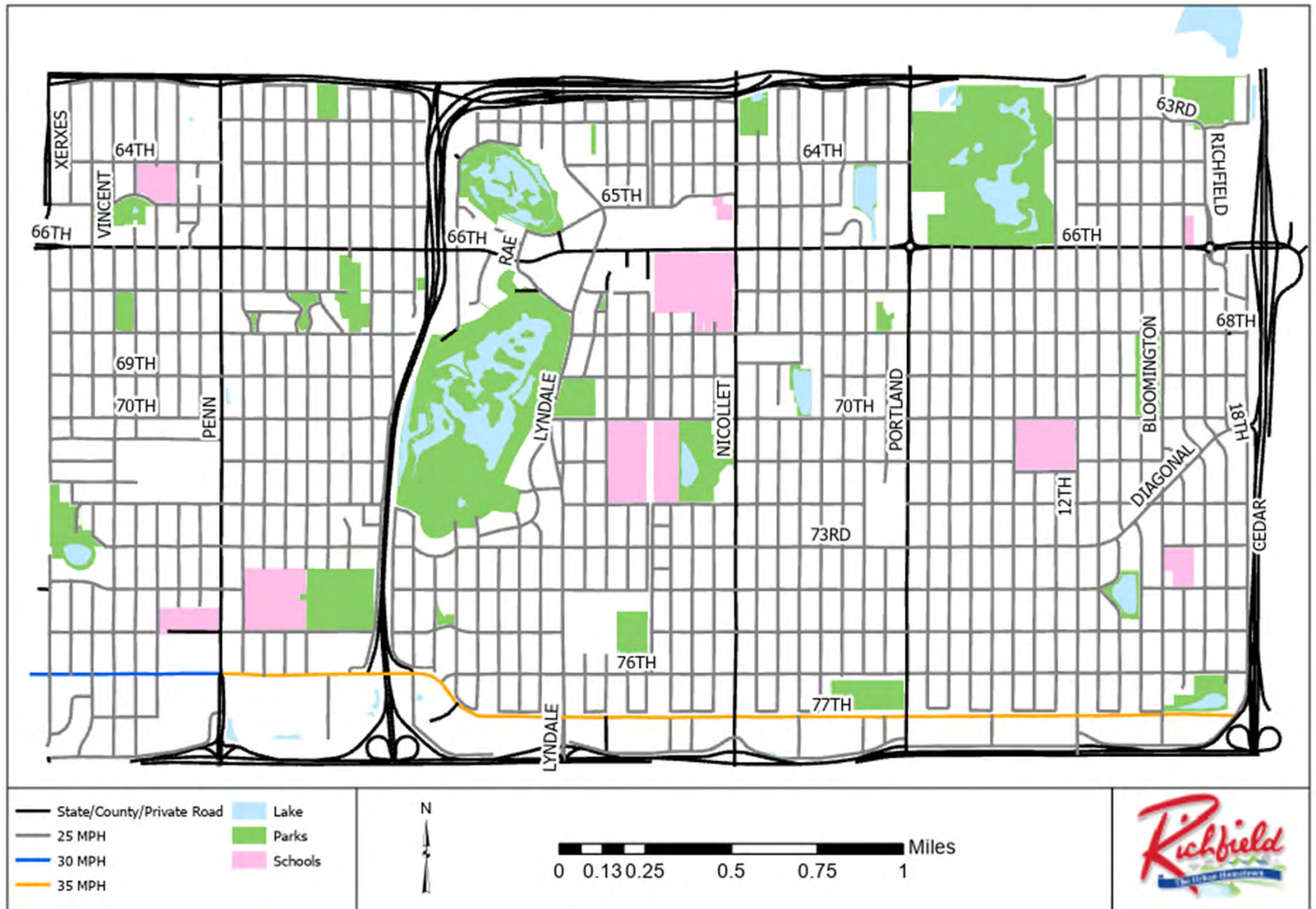
Matt Hardegger (he/him)
Transportation Engineer

Agenda

- Refresher
- 2023 Data Updates
- Staff Recommendation
- Education Campaign Introduction



Proposed Speed Limits - May 2023



Methodology

- Considerations:
 - Existing 50th Percentile Speeds
 - Number of Lanes
 - Pedestrian Facility Type/Location
 - Bicycle Facility Type/Location
- Maximum 25 mph speed on all:
 - Two Lane Roads (divided and undivided)
 - Roads without sidewalks
 - Roads with marked and designated on-street bike lanes
- If at least one of above criteria met:
 - Set speed limit within 5 mph of 50th Percentile Speed with maximum of 25 mph
- If none of above criteria met:
 - Set speed limit within 5 mph of 50th Percentile Speed
 - Minimum ½ mile zones
- In all cases:
 - Evaluate for consistency with land use, adjacent street speed limits, and remainder of corridor speed limits

2022-23 Speed Data (76th/77th)

West  East

Location	76th E of Xerxes	77th W of Lyndale	77th E of Lyndale	77th E of Nicollet	77th W of 12th	77th E of 12th	77th E of Bloomington
Dates:	7/31-8/1/23	7/31-8/1/23	7/24-7/26/23	7/26-7/28/23	7/16-7/19/23	7/23-7/26/23	7/23-7/26/23
Current Speed Limit	30	35	40	40	40	40	40
Median Speed	36	35	32	35	37	37	37
Average Speed	37	36	33	36	38	38	38
85th Percentile Speed	41	40	39	41	43	43	43
% > Speed Limit	94.7%	54.2%	10.4%	22.1%	30.7%	30.2%	32.1%

76th & 77th Streets

- Results of different Speed Limit Setting Methods:
 - Current MUTCD: 40-45
 - +/- 5 mph of 85% speed
 - Proposed MUTCD: 35-40
 - +/- 5 mph of 50% speed
 - USLIMITS2: 35-40
 - FHWA “Expert System”
 - NACTO City Limits: 35
 - Low Conflict Density, Low Activity Corridor

Proposed Speed Limits - October 2023



Draft Ordinance Language

- *The city engineer may establish speed limits for city streets under the city's jurisdiction in accordance with the provisions set forth at Minnesota Statutes Section 169.14. A comprehensive listing and the procedures relied upon to establish speed limits under this section shall be kept on file by the city engineer and will be made readily available for public inspection.*
- Matches language used by Edina and St. Louis Park
- Similar language to Minneapolis and St. Paul

Schedule

- November 14th: Ordinance Reading #1
- November 28th: Ordinance Vote
- Winter 2023/24: Sign Production
- Spring 2024: Education Campaign Roll Out
- June 1st, 2024: Changes Effective
 - Sign phasing & implementation plan to be discussed with PD
 - Requires vote on rescinding resolution creating Lyndale urban district (30 mph speed limit)
 - Signal Timing Changes



STAFF REPORT NO. 153
CITY COUNCIL MEETING
11/14/2023

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:
 OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

Kelly Wynn, Administrative Assistant

Katie Rodriguez, City Manager
 11/7/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the appointment of a youth member to the Human Rights Commission.

EXECUTIVE SUMMARY:

City advisory commission terms for youth members are for one year and expire August 31 of each year. The City Manager's office conducts recruitment seeking applicants to fill the youth vacancies each year. This recruitment includes information on the City's website, Facebook page, and communication with the local high schools.

RECOMMENDED ACTION:

Approve the appointment of Beatriz Hernandez Guerrero to the Human Rights Commission as a youth commissioner.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Appointing a youth commissioner who represents a large proportion of Richfield's population promotes inclusivity in our community and will make for more community-representative conversations and decision making. An unintended consequence may be relying on the youth commissioners to voice concerns for all youth, or all underrepresented youth, and the commission can mitigate this by being mindful about how they include the youth commissioners in commission proceedings.

This also contributes to the Strategic Plan outcome that staff, boards, and commissions reflect the diversity of the community.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

City advisory commissions were established by City ordinance or resolution.

D. CRITICAL TIMING ISSUES:

E. FINANCIAL IMPACT:

None

F. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

Postpone appointment of youth commissioners to a future City Council Meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING: