



**REGULAR CITY COUNCIL MEETING
VIRTUAL MEETING HELD VIA WEBEX
OCTOBER 13, 2020
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council may call 612-861-0651 during the Open Forum portion or must have registered prior to the meeting by calling 612-861-9711 or emailing kwynn@richfieldmn.gov.

Approval of the Minutes of the (1) Joint City Council and HRA Work Session of September 21, 2020; (2) City Council Work Session of September 22, 2020; and (3) City Council Meeting of September 22, 2020.

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Motion to pass a resolution regarding Hennepin County SCORE 2021 Contract Amendment.
Staff Report No. 117
 - B. Consider the approval of Minnesota Department of Transportation (MnDOT) lease agreement No. 27710 Amendment #6 for continued use of excess land along I-494 next to the Best Buy Campus for a Metro Transit Park and Ride parking lot and transit station.
Staff Report No. 118
 - C. Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.
Staff Report No. 119
 - D. Consider the approval of Amendment #1 to the Construction and Maintenance Agreement with Chamberlain Apartments, LLC that modifies indemnification provisions in the agreement for the apartments constructed at 6630, 6700, and 6701 Richfield Parkway.
Staff Report No. 120
 - E. Consider the adoption of a resolution authorizing Amendment #2 to the partnership agreement between the City of Richfield and the Minnesota Department of Transportation (MnDOT) for the purchase/storage of salt

through June 30, 2022.

Staff Report No. 121

- F. Consider a resolution approving a License Agreement with Spohn's Automotive Inc. for the parking lot at Cedar Avenue and Diagonal Boulevard and authorize the City Manager and Mayor to execute any renewals to the License Agreement after October 13, 2020.

Staff Report No. 122

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

PUBLIC HEARINGS

4. Public hearing and consider a resolution adopting the annual Lyndale/HUB/Nicollet (LHN) Maintenance District assessment.

Staff Report No. 125

5. Public hearing and consider resolutions adopting the annual Interstate/Lyndale/Nicollet (ILN) Project Area assessment and proposed work for 2021.

Staff Report No. 124

6. Public hearing and consider a resolution adopting the assessment for removal of diseased trees from private property for work ordered from January 1, 2019, through December 31, 2019.

Staff Report No. 123

7. Public hearing regarding the special assessment roll for weed elimination from private property and removal or elimination of public health or safety hazards from private property.

Staff Report No. 127

8. Public Hearing regarding the special assessment roll for unpaid false alarm user fees against private property.

Staff Report No. 128

9. Public hearing regarding the special assessment roll for unpaid vacant property registration fees against private property.

Staff Report No. 129

10. Public hearing regarding the assessment of delinquent utility bills to be certified to property taxes.

Staff Report No. 130

11. Conduct a public hearing to consider the platting and vacation of right-of-way and utility easements at 6228 Penn Avenue South and 6200 Queen Avenue South (Lunds & Byerlys).

Staff Report No. 126

RESOLUTIONS

12. Consider an amendment to approve final development plans for a mixed use development at 101 66th Street East (66th Street and 1st Avenue). The proposed amendment reduces commercial space and increases the number of apartments in the project.

Staff Report No. 131

OTHER BUSINESS

13. Consider approval of the Climate Action Plan.

Staff Report No. 132

CITY MANAGER'S REPORT

14. City Manager's Report

CLAIMS AND PAYROLLS

15. Claims and Payroll

COUNCIL DISCUSSION

16. Hats Off to Hometown Hits

17. Adjournment

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



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Concurrent City Council and Housing and Redevelopment Authority Work Session

September 21, 2020

CALL TO ORDER

The work session was called to order by HRA Chair Supple at 5:47 p.m. via Webex.

Council Members Present:	Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Ben Whalen; and Edwina Garcia
Council Members Absent:	None
HRA Members Present:	Mary Supple, Chair; Maria Regan Gonzalez; Sue Sandahl; Erin Vrieze Daniels; and Pat Elliott
HRA Members Absent:	None
Staff Present:	Katie Rodriguez, City Manager; John Stark, HRA Executive Director/Community Development Director; Julie Urban, Housing Manager; and LaTonia DuBois, Administrative Assistant.
Others Present:	None

Item #1	REVIEW THE INCLUSIONARY AFFORDABLE HOUSING POLICY
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Executive Director Stark provided a brief history and overview of the Inclusionary Affordable Housing Policy (Policy). Housing Manager Urban presented a Power Point that went over the current housing data, the current Policy, possible revisions, and ways to gain deeper affordability and gain community feedback.

Chair Supple inquired about 30% Area Median Income (AMI) units and possible conflicts with Tax Increment Financing (TIF).

Housing Manager Urban explained challenges with obtaining 30% AMI and the need to find ways to obtain flexibility with legislature.

Council Member Whalen had a follow up question regarding TIF rules at the state level, if it would cause conflicts or if it would be unlikely to get developers to provide 30% units until TIF rules change at the state level.

Housing Manager explained Council Member Whalen's concern would be a likely outcome.

Commissioner Vrieze Daniels inquired about applying the Policy to public land sales and how it would have applied to the Emerson Lane land sales.

Housing Manager Urban explained the Emerson Lane land sales fell under the scattered site single family housing program and that program requires for 20% to be affordable over a period of 3 years; therefore, the Policy would not have applied to that development.

Council Member Whalen inquired about smaller parcels and if exceptions and flexibility could apply to specific lots when being sold at subsidy.

Housing Manager Urban explained the impacts of the Policy being made into an Ordinance.

Executive Director Stark pointed out the two new developments in the city that did not require subsidy, the Novo and Lunds and explained that Lunds owned the land. The Novo was really the only development that happened without subsidy and in the past developments happening without subsidy was a sign of good infrastructure.

Council Member Trautmann spoke to Type A (Adaptable) and fully accessible units creating a greater capacity.

Executive Director Stark mentioned another tool, other than TIF, that could offer more affordability would be to put a second mortgage on the property, generally with a 15-18 year term.

Council Member Whalen spoke of current Policy terms, ability to vary current Policy and an open-ended statement in the Policy. Inquired about how St. Louis Park manages compliance with their affordable housing policy.

Housing Manager Urban explained that St. Louis Park hired a consultant and some practicalities for the City of Richfield to manage compliance.

Housing Manager Urban offered some concepts to gain community feedback and asked Council Members and Commissioners to offer further suggestions.

Chair Supple spoke of posting information in public spaces.

Council Member Trautmann mentioned community feedback he received regarding Accessory Dwelling Units (ADUs) and the interest in exploring detached ADU's as a possibility.

Council Member Whalen spoke of the possibility of VEAP providing assistance with distributing information.

Housing Manager Urban spoke of other housing partners she will reach out to as well.

Executive Director Stark expressed appreciation for any help available.

Council Member Whalen mentioned the possibility of working with the housing team to do phone banking and/or door knocking.

Chair Supple mentioned feedback regarding the Governor's Moratorium and requirements of notice.

Mayor Regan Gonzalez expressed appreciation for the outreach plan and mentioned plain language information could be shared with to community groups to gain feedback, and inquired about staff's response for detached ADU's.

Housing Manager Urban explained steps being made to allow detached ADU's.

Executive Director Stark spoke of a possible pilot program.

Council Member Whalen spoke of the importance to hear voices of renters. Council Member Trautmann supported Council Member Whalen's views.

Housing Manager Urban mentioned attached and detached ADU's would both be considered for a pilot program.

Chair Supple and Council Member Trautmann thanked staff for all their hard work.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:57 p.m.

Date Approved: October 13, 2020

Maria Regan Gonzalez
Mayor

LaTonia DuBois
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

September 22, 2020

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:46 p.m. virtually via WebEx.

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

Council Members Absent: Edwina Garcia

Staff Present: Katie Rodriguez, City Manager; Rachel Lindholm, Sustainability Specialist; Amy Markle, Recreation Services Director; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant.

Item #1

PRESENTATION AND REVIEW OF THE CLIMATE ACTION PLAN (CAP)

City Manager Rodriguez reviewed how staff and Council make goals and objectives to which included a Climate Action Plan (CAP).

Director Markle expressed excitement to bring this presentation to Council and all the hard work Sustainability Specialist Lindholm has put in around this plan. She then gave an introduction to the plan and the importance of climate action planning and sustainability efforts so far.

Sustainability Specialist Lindholm explained how the Richfield CAP is unique including a five year plan, focused short-term actions and annual revision of the plan.

Director Markle spoke of the CAP creation process including a review of 13 other CAPs, focus areas specific to Richfield and staff review. She then reviewed what is in the Richfield CAP:

- 6 focus areas;
- 18 objectives;
- 80 actions;
- Narrative about previously accomplished efforts; and
- Connections to GreenStep Cities

Sustainability Specialist Lindholm reviewed goal one to develop and promote energy efficiency efforts which includes energy and transportation initiatives. She then moved to goal 2 to promote renewable energy installation and purchasing which includes increase purchasing through Xcel, solar installation/incentives education, research on renewables for municipal sites and solar park lighting. Goal three is to encourage sustainable design and building practices which contains sustainability guide for developers/builders, ARC review opportunities, affordable housing permit fee review, review and revise existing standards and green certification.

Sustainability Specialist Lindholm then spoke of goal four to strengthen and expand natural resource management that includes landscaping and storm water. Goal five touches on reduction of

waste generated and promote responsible disposal that contains partnership programs/education, expand collection access and municipal waste reduction. Goal six is to improve access to local and healthy food which contains community gardens and edible landscaping, animal husbandry ordinance review, support mobile food-sharing efforts, healthy food education and food deserts and access in Richfield.

Sustainability Specialist Lindholm discussed plans for the next five years including start and/or implement action every year, coordinating with other city staff, flexible planning and actions already in progress.

Mayor Regan Gonzalez expressed her excitement for discussion on this topic.

Council Member Whalen asked for follow up on the schedule of the implementation part of the plan.

Sustainability Specialist Lindholm explained how the plan is still being formed and is open to change. The update schedule is also open and dates have not been set but the annual Sustainability Commission update to Council is an option.

City Manager Rodriguez hopes this good work will flow into strategic planning and gives staff a good start in that area.

Council Member Supple has heard from residents they want more trees and is looking forward to exploring the information collected around food deserts and edible landscaping.

Council Member Trautmann thanked staff for their efforts and the holistic approach and making so many considerations.

Mayor Regan Gonzalez wondered what the equity impact component looks like and how it will be included throughout the plan. She also spoke of what a wonderful story this has been as it has been community driven and she would like to leverage the drive for knowledge around this topic.

Sustainability Specialist Lindholm expressed her profound excitement about all the ideas Mayor Regan Gonzalez and all Council spoke about. She is also excited to work with staff on including equity in all of the steps throughout the plan.

Mayor Regan Gonzalez spoke of a food assessment in Richfield and the surrounding cities containing affordability and accessibility.

Council Member Whalen echoed equity comments and agrees that it impacts everyone differently and it does matter. He then asked about work for businesses and the possibility for carbon taxes and incentives along with existing regulations around pollution control.

Sustainability Specialist Lindholm explained there aren't any included in this plan as it is difficult to regulate and would be a state pollution control task.

Council Member Supple thanked Sustainability Specialist Lindholm for her efforts of pulling all departments together in the plan and equity work.

Mayor Regan Gonzalez wondered about an annual celebration to keep this work at the forefront to showcase all the work happening. She also spoke of how to support interest groups and have year round clean ups and utilize the partnerships with schools. She also wondered about more information around the tiny homes concept and the possibility of reducing lot sizes to accommodate those along with rezoning and being able to promote healthy living situations and healthy housing. Mayor Regan Gonzalez also had ideas regarding home owners and renters having availability to

quality living housing, being able to partner with larger institutions and creating a check list for residents to support quality living and the CAP.

Sustainability Specialist Lindholm spoke of options to share all the wonderful information and the possibility of putting together a newsletter for distribution.

Council Member Whalen explained how gradual steps will need to be taken to become more and more green city-wide. He then offered the idea to create friendly competitions to create more sustainable households.

Director Markle confirmed they will add more language around equity within the plan.

Mayor Regan Gonzalez thanked staff again for all their efforts and making this a city-wide initiative.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:46pm

Date Approved: September 22, 2020

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting Virtual Meeting held via WebEx

September 22, 2020

CALL TO ORDER

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

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Ben Whalen; Edwina Garcia; and Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Chris Regis, Finance Director; Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

OPEN FORUM

Ruane Onesirosan, 2421 West 65th Street, expressed concern over a project near her home and the possibility of construction workers not donning masks. She believes the project should be shut down. She also had questions about an item from the September 8th agenda regarding prevailing wage.

Senior Office Assistant Wynn reviewed the options to participate:

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

APPROVAL OF MINUTES

M/Trautmann, S/Whalen to approve the minutes of the (1) City Council Work Session of September 08, 2020; and (2) City Council Meeting of September 08, 2020.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Mayor Regan Gonzalez made an announcement regarding the retirement celebration for Council Member Garcia taking place on Thursday, October 8th from 4:00-6:00pm in the City Hall courtyard. She asked attendees to please RSVP to Senior Office Assistant Kelly Wynn at kwynn@richfieldmn.gov or 612-861-9711 by October 2nd.

Council Member Garcia thanked everyone for the kind words and commented how hard it will be leave everyone and she will be sad to go.

City Manager Rodriguez reviewed the invite and to please RSVP so we are able to plan for social distancing.

Item #1	APPROVAL OF THE AGENDA
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M/Supple, S/Trautmann to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

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

- A. Consider approval of the 2020-2021 Emergency Preparedness agreement with the City of Bloomington, using public health emergency preparedness grant funds distributed by a

federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system. (Staff Report No. 110)

- B. Consider a Grant Compliance Agreement with Penn Investments, LLC regarding a Livable Communities Demonstration Account Pre-Development Grant for 6501 Penn Avenue South. (Staff Report No. 111)
- C. Adoption of a resolution authorizing the refunding of the \$2,120,000 G.O. Street Reconstruction Bonds, Series 2012A, dated September 6, 2012 and the \$2,770,000 G.O. Storm Sewer Bonds, Series 2013B, dated March 21, 2013 with the \$3,255,000 G.O. Refunding Bonds, Series 2020B. (Staff Report No. 112)

RESOLUTION NO. 11793

**RESOLUTION PROVIDING FOR THE SALE OF
\$3,255,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B**

- D. Consider the adoption of a resolution to accept the Coronavirus Aid, Relief, and Economic Security (CARES) Act grant of \$2,745,098. (Staff Report No. 113)

RESOLUTION NO. 11794

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE CORONAVIRUS AID,
RELIEF, AND ECONOMIC SECURITY ACT GRANT**

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

Council Member Supple thanked staff for finding the savings and refinancing the bonds.

Council Member Whalen also thanked staff for the incredible amount of work processing the expenditures for the CARES money.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #3	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None

Item #4	PUBLIC HEARING AND CONSIDER THE APPROVAL OF AN ORDINANCE TO THE RICHFIELD CITY CODE APPENDIX D (FEE SCHEDULE) AND A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE. THE PROPOSED ORDINANCE WOULD REVISE FEES RELATED TO THE PREPARATION OF ZONING VERIFICATION LETTERS AND THE PROCESSING OF PLAT APPLICATIONS. (STAFF REPORT NO. 114)
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Council Member Trautmann presented staff report 114 and opened the public hearing.

Director Stark explained there were minor changes to the language.

Senior Office Assistant Wynn confirmed there were no callers for the public hearing and reviewed how residents can call 612-861-0651 to participate live during public hearings.

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

Council Member Trautmann thanked staff for reviewing the policies and comparing them to surrounding communities.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

M/Supple, S/Whalen to (1) approve a second reading of an ordinance amendment to Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees; and (2) adopt a resolution authorizing summary publication of an ordinance amending Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees.

RESOLUTION NO. 11769

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING APPENDIX D TO THE RICHFIELD CITY CODE; ESTABLISHING A FEE SCHEDULE FOR CERTAIN PERMITS AND APPLICATIONS

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE
Whalen: AYE

Motion carried 5-0

Item #5	CONDUCT A PUBLIC HEARING AND CONSIDER A RESOLUTION APPROVING A MODIFICATION TO THE REDEVELOPMENT PLAN AND APPROVING A TAX INCREMENT FINANCING PLAN FOR THE 2020-1 TAX INCREMENT FINANCE DISTRICT (HENLEY II). (STAFF REPORT 115)
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Council Member Garcia presented staff report 115 and opened the public hearing.

Director Stark explained how TIF is one of the most misunderstood items the city is involved in. He then clarified what will happen with the funds and how the city and developers are to be paid.

Rebecca Kurtz with Ehlers spoke of how this will be a 'pay as you go' note and it is hopeful to have it paid off in 12 to 12.5 years versus the usual 26 year loan.

Ruane Onesirosan, 2421 West 65th Street, expressed her confusion regarding the language of this item and asked if the city pays developers to build within Richfield

Director Stark explained the city uses taxes paid by a developer to reimburse them for project costs. He gave examples of how redevelopment is expensive and costs more than building in an open urban setting.

Mayor Regan Gonzalez thanked Director Stark for helping to explain the situation along with other city budgets and finances.

M/Garcia, S/Whalen to close the public hearing.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE
Supple: AYE
Trautmann: AYE
Garcia: AYE
Whalen: AYE

Motion carried 5-0

M/Garcia, S/Supple to approve a resolution approving a modification to the Redevelopment Plan for the Richfield Redevelopment project; and approving a Tax Increment Financing Plan for the 2020-1 Tax Increment Finance District (Henley II).

RESOLUTION NO. 11770

RESOLUTION APPROVING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE RICHFIELD REDEVELOPMENT PROJECT; AND APPROVING A TAX INCREMENT FINANCING PLAN FOR THE 2020-1 TAX INCREMENT FINANCING DISTRICT: HENLEY II

Council Member Whalen asked for clarification on the affordable units and if they would only be deemed affordable housing for 12 years instead of 26 years.

Director Stark confirmed.

Council Member Whalen asked for explanation of roles for City Council and HRA on these matters.

Director Stark spoke of how the HRA approved this item in July contingent on this motion. This item is one of very few that needs to be approved by both bodies.

Rebecca Kurtz with Ehlers confirmed Minnesota TIF law requires the City Council to hold the public hearing.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #6	CONSIDER THE 2020 REVISED/2021 PROPOSED BUDGET RESOLUTIONS ADOPTING THE 2021 PRELIMINARY PROPERTY TAX LEVY, SETTING TRUTH IN TAXATION HEARING DATE, AUTHORIZING BUDGET REVISIONS, AUTHORIZING REVISION OF 2020 BUDGET OF VARIOUS DEPARTMENTS, AND APPROVING CITY FEES FOR 2021 (STAFF REPORT NO. 116)
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Council Member Supple read staff report 116. She also thanked staff for all the time spent on the budget and everyone who supplied input and participated in discussions around the budget.

M/Supple, S/Whalen to adopt the attached resolutions establishing the 2021 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2020 budget of various departments, and approving City fees for 2021.

RESOLUTION NO.11765

**RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2021**

RESOLUTION NO. 11766**RESOLUTION AUTHORIZING BUDGET REVISIONS****RESOLUTION NO. 11767****RESOLUTION AUTHORIZING REVISION OF 2020 BUDGET OF VARIOUS DEPARTMENTS****RESOLUTION NO. 11768****RESOLUTION ESTABLISHING 2021 LICENSE, PERMIT AND MISCELLANEOUS FEES
PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE
CITY OF RICHFIELD RESCINDING RESOLUTION NO. 11694**

Council Member Whalen highlighted how staff and Council have had many meetings around the budget and believes it is a success in a time when surrounding communities are cutting programs and Richfield has been able to continue on with many of the same services. Richfield is also moving forward with hiring an Equity Coordinator, embedded social worker and body cameras with the Police Department.

Mayor Regan Gonzalez echoed thanks to staff in the difficult times and how they have been making extremely difficult decisions, shift staff and resources, delaying projects and handling COVID mitigations. She expressed tremendous appreciation for all the additional communication staff has provided to council. She spoke of how the city is in a more fortunate position compared to some neighboring communities and is glad we are building infrastructure for the future.

Council Member Supple emphasized that because of the careful documentation for COVID mitigations, the city was able to receive the \$2.7 million to make the budget whole.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

M/Trautmann, S/Garcia to adopt the attached resolution authorizing the City Manager to enter into a three-year agreement with Madison National Life/ Ochs Company for long-term disability insurance benefits.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE
 Supple: AYE
 Trautmann: AYE
 Garcia: AYE
 Whalen: AYE

Motion carried 5-0

Item #7	CITY MANAGER REPORT
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City Manager Rodriguez thanked staff and Council for assisting in making the tough decisions around the budget. She then spoke of how staff has moved to recording all board and commission meetings. The meetings will be posted online to make them more available to residents. She also reminded residents to fill out their Census as it is set to close September 30.

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

U.S. Bank	09/22/2020
A/P Checks 290754 - 291132	\$ 1,679,878.31
Payroll: 156872 – 157166 43194 - 43267	<u>704,675.51</u>
TOTAL	\$ 2,384,553.82

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE
 Supple: AYE
 Trautmann: AYE
 Garcia: AYE
 Whalen: AYE

Motion carried 5-0

Item #9	HATS OFF TO HOMETOWN HITS
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Council Member Garcia encouraged everyone to fill out their Census and expressed her appreciation to Analyst Martinez Gavina for all her work around the matter. It is important to be counted for both residents and the city. She then spoke of how critical it is for the community to get out and vote in the upcoming election. Residents can vote by absentee ballot at city hall or by mail.

Council Member Whalen also emphasized how important it is to vote and thanked RDAP and League of Minnesota Voters for hosting events regarding the local elections. He then spoke of the huge success the playground build at Washington Park was and thanked the Parks and Recreation Department for putting it together.

Council Member Trautmann mentioned the Farmer's Market and how they offer curbside pickup. Residents can order ahead via the Richfield website. He then asked about one happening during the winter months.

City Manager Rodriguez stated staff is actively engaging in the possibility to make a Farmer's Market happen this winter.

Council Member Supple spoke of the Free Bikes for Kids program that took place in Taft Park. Over 100 bikes and helmets were given out to kids. She thanked everyone involved that made the program possible.

Mayor Regan Gonzalez echoed comments on how important voting is and also encouraged friends and family to fill out their Census. She then reiterated the retirement celebration for Council Member Garcia taking place October 8th and to RSVP to Kelly Wynn at kwynn@richfieldmn.gov or 612-861-9711.

Item #10	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:09 p.m.

Date Approved: October 13, 2020

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 117
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Rachel Lindholm, Sustainability Specialist

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director
10/7/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/7/2020

ITEM FOR COUNCIL CONSIDERATION:

Motion to pass a resolution regarding Hennepin County SCORE 2021 Contract Amendment.

EXECUTIVE SUMMARY:

Hennepin County has written an amendment to the existing SCORE policy, which would be in place for 2021, before a new policy is drafted. The SCORE policy details how funds for recycling and organics participation and education are distributed to cities in the county as well as some guidelines and restrictions for how the funding can be used.

Staff is requesting passage of the attached resolution which will indicate approval of the amendment proposed by Hennepin County.

RECOMMENDED ACTION:

Pass the resolution to accept the amendment to the SCORE contract.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City of Richfield annually receives Select Committee on Recycling and the Environment (SCORE) funding from Hennepin County to apply towards recycling education, administrative costs, and credits to residents.
- The annual award is determined by both recycling and organics efforts cities report. In the past few years, organics efforts have comprised a higher percentage of the funding amount, therefore decreasing the recycling portion. This has cut Richfield's overall SCORE funds, which has meant that residents receive less of a refund every year.
- Previously, there has been a stipulation on the funding that required cities without organized recycling to pass back 90% of its SCORE funds back to residents.
- Not being allowed to retain the funds has made it financially harder for the City to invest in recycling education, dedicated staff, and related projects.
- The 2021 amendment removes this requirement, allowing the City of Richfield to retain the entirety of its SCORE funding, while staff work with the county to improve recycling education and efforts across the city.

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

The proposed resolution and the original Hennepin County Residential Recycling Funding Policy have been included.

C. CRITICAL TIMING ISSUES:

The County would like to have the approval process completed before the end of the year. Prompt approval will also help staff coordinate any necessary actions on the City's end.

D. FINANCIAL IMPACT:

The City will be allowed to retain a portion of the SCORE funding which has been previously required to be dispersed among residents. This year, a credit of \$1.29 was applied to each water bill, resulting in an annual credit of \$5.16 per household. The City will be able to use this funding to help fund the Sustainability Specialist staff position.

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

Do not pass the resolution and forfeit retaining the SCORE funds.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
☐ SCORE Funding Policy 2017-2020	Backup Material
☐ Resolution - 2021 SCORE Amendment	Resolution Letter

Hennepin County Residential Recycling Funding Policy

January 1, 2017 – December 31, 2020

Board Adopted: November 29, 2016



Public Works
Environment and Energy Department

I. Policy Description

A. Background

The Hennepin County Board of Commissioners has determined that curbside collection of recyclables and organics from Hennepin County residents is an effective strategy to reduce reliance on landfills, prevent pollution, conserve natural resources and energy, improve public health, support the economy, and reduce greenhouse gases. Therefore, the county adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Recycling Funding Policy to help reach a 75% recycling rate by 2030.

The county will distribute all Select Committee on Recycling and the Environment (SCORE) funds received from the state to cities for curbside collection of residential recyclables and organics. If cities form a joint powers organization responsible for managing a comprehensive recycling and waste education system for the residents of those cities, the county will distribute recycling and organics grants to that organization. Cities are expected to fulfill the conditions of the policy.

B. Term of the Policy

Hennepin County is committed to implement this policy and continue distributing all SCORE funds received from the state for the purpose of funding curbside residential recycling and organics programs from January 1, 2017 through December 31, 2020. The county may revise this policy if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. In the event that SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with municipalities at that time and develop a subsequent recommendation to the board on continuation of this policy and future funding of curbside recycling and organics programs.

C. Grant Agreements

Each municipality seeking funding under the terms of the Residential Recycling Funding Policy must enter into a recycling grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2020. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement.

D. Fund Distribution

The county will distribute to Hennepin County municipalities 100% of SCORE funds that the county receives from the state. SCORE funds will be dedicated to two different purposes: 1)

curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

II. Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city's recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

2017	80%
2018	70%
2019	60%
2020	50%

City recycling grant calculation:

$$\frac{\text{Number of households with curbside recycling in city}}{\text{Total number of households with curbside recycling in county}} \times \text{Total SCORE Funds available for recycling} = \text{Recycling grant amount available to the city}$$

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

B. Application for Funding

Each municipality must complete an annual grant application by February 15 to receive funding for that year. The application consists of a web-based report and a planning document provided by the county. The web-based report asks for contract, program, tonnage, and financial

information. The participation rate for the curbside recycling program must also be included in the web-based report. The municipality must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The planning document asks for a description of activities the city will implement to increase recycling and make progress toward county objectives.

C. Use of Funds

The following requirements apply to the use of recycling funds:

1. All grant funds accepted from the county must be used for waste reduction and recycling capital and operating expenses in the year granted. The county will not reimburse any funds in excess of actual expenses.
2. A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its recycling program costs that are funded by county grant funds.
3. Municipalities must establish a separate accounting mechanism, such as a project number, activity number, or fund that will separate recycling revenues and expenditures from other municipal activities, including solid waste and yard waste activities.
4. Recycling and waste reduction activities, revenues, and expenditures are subject to audit.
5. Municipalities that do not contract for curbside recycling services will receive grant funds provided that at least 90% of the grant funds are credited back to residents and the city meets all minimum program requirements. The additional 10% may be used for municipal administrative and promotional expenses.

D. City Requirements

1. Materials Accepted

At a minimum, the following materials must be collected curbside:

- Metal food and beverage cans;
- Glass food and beverage containers;
- Cardboard boxes;
- Newspaper and inserts;
- Mail, office and school papers;

- Cereal, cracker, pasta, cake mix, shoe, gift, and electronics boxes;
- Boxes from toothpaste, medications and other toiletries;
- Magazines and catalogs;
- Aseptic and gable-topped containers; and
- Plastic bottles and containers, #1 – Polyethylene Terephthalate (PET, PETE), #2 High Density Polyethylene (HDPE), #4 – Low Density Polyethylene (LDPE) and #5 – Polypropylene (PP) plastic bottles, except those that previously contained hazardous materials or motor oil.

The county may add materials to this list and require municipalities to begin collection within one year of receiving notification from the county. Municipalities will notify the county if materials not found on this list will be collected.

2. Education and Outreach

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

- a. Use county terminology when describing recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
- b. Use images provided by the county or the Solid Waste Management Coordinating Board (SWMCB) if using images of recyclables;
- c. Provide recycling information on the city's website, including materials accepted and not accepted, a recycling calendar, and links to county resources;
- d. Mail a recycling guide to residents each year using a template developed jointly with the county. The county will design and print the guide. If a municipality does not use the template produced by the county, the municipality may develop its own guide at the municipality's expense, but it must be approved by the county. If the municipality relies on the hauler to provide the recycling guide, this guide requires approval by the county.
- e. Complete two educational activities from a menu of options developed by the county.

Any print material that communicates residential recycling guidelines that were not provided by the county template will require county approval. This does not apply to waste reduction and reuse, articles on recycling that do not include guidelines, or social media posts. The county will respond within five business days to any communication piece submitted.

3. Recycling Performance

On an annual basis, municipal recycling programs must demonstrate that a reasonable effort has been made to maintain and increase the pounds of recyclables per household collected from their residential recycling programs.

If a municipality does not demonstrate measureable progress, a recycling improvement plan must be submitted by the municipality within 90 days of being notified by the county. The recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the municipality to improve its recycling program to yield the results necessary to achieve county objectives.

In cooperation with the county, the municipality may be required to participate in waste and recycling sorts to identify recovery levels of various recyclables in its community. Based on the results of the study, the county and municipality will collaborate to increase the recovery of select recyclable materials being discarded in significant quantities.

E. Grant Payments

The county will make two equal payments to the municipality. One payment will be made after the county receives the application, which consists of the web-based report and the planning document. A second payment will be made after basic program requirements, education and outreach requirements, and recycling performance have been confirmed and approved. If the municipality meets the county requirements, both payments will be made during the same calendar year. Funding will be withheld until the municipality meets the requirements of this policy.

III. Organics Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city's organics recycling SCORE grant each year:

Percent of SCORE funds allocated to curbside organics recycling:

2017	20%
2018	30%
2019	40%
2020	50%

City organics recycling grant calculation:

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \text{Total SCORE funds available for organics} = \text{Organics grant amount available to the city}$$

If the formula above results in cities receiving grants where the dollar amount per participating household is greater than \$25 per year, then a cap will apply. The funding cap per participating household is \$25 per year. The most the county will grant a city is \$25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The city will report the number in the application for funding.

B. Application for Funds

Each municipality must complete an annual application provided by the county by September 1 to receive funding. As a part of the application, a city must submit the number of households signed up for and receiving curbside organics service.

C. Use of Funds

The grant funds may be used for program expenses, including the following:

- Discount to new customers
- Discount to existing customers
- Referral incentives
- City contract costs

- Education and outreach
- Compostable bags
- Kitchen containers
- Carts

Program administration is not an eligible expense. Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

In addition, the following requirements apply:

- All grant funds must be used during the term of the agreement. Funds not spent must be returned to the county.
- Funds must be expended on eligible activities per Minnesota State Statute 115A.557.
- A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its organics program costs that are funded by county grant funds.
- Municipalities must account for organics expenditures separately upon request by the county. Expenditures are subject to audit.

D. Education and Outreach Requirements

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. The following requirements apply:

1. Use county terminology when describing organics recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
2. Use images provided by the county or the SWMCB if using images of organic materials;
3. Provide organics recycling information on the city's website, including material accepted and not accepted, service options, and links to county resources;
4. Work with the county to develop promotional resources to increase participation.

E. Reporting

A report on the city's organics program must be submitted electronically to the county by February 15 following each year. The report must include, but is not limited to, the following:

Basic Program Information

- Hauler(s)
- Collection method
- Where organics were delivered to and processed
- Is service opt-in or opt-out
- Cost of service to residents; contract cost for city
- How the service was billed
- Items included in service, such as curbside collection, cart, compostable bags, etc.

Results

- Tons
- Number of households signed up
- Average pounds per household per year
- Participation (set-out rate on pickup day)
- Program costs
- How funds were used

F. Grant Payment

The county will make one organics grant payment to a municipality each year. The payment will be made after the county receives the application and confirms that the municipality meets the requirements of this policy.

RESOLUTION NO.

**RESOLUTION APPROVING THE 2021 AMENDMENT TO THE SCORE AGREEMENT
BETWEEN HENNEPIN COUNTY AND THE CITY OF RICHFIELD**

WHEREAS, the City of Richfield recognizes the environmental and economic importance of improving responsible waste disposal and has undertaken several related initiatives over the past few years, including establishing an organics drop-off program and implementing a recycling system throughout Richfield's parks;

WHEREAS, the City of Richfield annually receives Select Committee on Recycling and the Environment (SCORE) funding from Hennepin County to apply towards recycling education, administrative costs, and credits to residents;

WHEREAS, the City of Richfield desires to enter into an agreement with Hennepin County to amend the existing SCORE policy and adopt the 2021 amendment;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, that it approves the 2021 amendment to the SCORE policy and directs the Mayor and City Manager to sign and execute the related amendment.

Adopted by the City Council of the City of Richfield, Minnesota this 13th Day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 118
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/5/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of Minnesota Department of Transportation (MnDOT) lease agreement No. 27710 Amendment #6 for continued use of excess land along I-494 next to the Best Buy Campus for a Metro Transit Park and Ride parking lot and transit station.

EXECUTIVE SUMMARY:

The parcel of land along I-494 in front of the Best Buy Campus is currently leased to the City at no cost to be used as a Park and Ride for Metro Transit. The existing two-year lease agreement expired at the end of August. The amendment to the lease agreement permits the continued use of the MnDOT property for the same uses as before for a period of two (2) years. The new agreement will become effective retroactively on August 31, 2020.

RECOMMENDED ACTION:

By motion: Approve Minnesota Department of Transportation lease agreement No. 27710 Amendment #6 for continued use of excess land along I-494 next to the Best Buy Campus for a Metro Transit Park and Ride parking lot and transit station.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On January 13, 2004, City Council approved the original Commercial Lease Agreement No. 27710 for surplus land along I-494 adjacent to the Best Buy Campus.
- The Lease Agreement has been renewed several times since 2004, typically in 2 year increments.
- This land amounting to almost 62,000 square feet combined with land purchased from the Best Buy Company has been used as a parking lot by Best Buy, and a Park and Ride lot and transit station by Metro Transit.
- The excess I-494 right-of-way covered by the agreement will only be used for surface parking and a transit station until the land is needed for highway reconstruction/expansion.

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

The lease agreement as amended continues to support Richfield's transit goals in the City

Comprehensive Plan by working with transit providers to enhance mass transit systems in the City.

C. **CRITICAL TIMING ISSUES:**

The existing lease expired on August 31, 2020.

D. **FINANCIAL IMPACT:**

Approval of the lease will have no impact on City finances.

E. **LEGAL CONSIDERATION:**

The City Attorney has reviewed the lease agreement and will be available for questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▢ MnDOT Lease 6 Cover Letter	Cover Memo
▢ Lease #6	Contract/Agreement
▢ Lease Agreement Graphic	Exhibit

September 2, 2020

City of Richfield
Attn: Jack Broz, Transportation Engineer
Richfield City Hall
6700 Portland Avenue South
Richfield, MN 55423

Parcel:	2732 (5=111) 902 0017	Lease No.:	27710
County:	Hennepin	Property Use:	Parking
Property	Near TH 494 and Penn	Rent:	\$.00
Address:	Ave., Richfield MN	Term:	Two (2) Years

Dear Mr. Broz:

Enclosed is a copy of the Commercial Amendment #6 of Lease No. 27710 by and between the State of Minnesota, Department of Transportation (Mn/DOT) and City of Richfield for the above referenced location.

Please be aware that there may be a construction project on TH 494 that looks to affect the leased area in 2022.

After your review of the enclosed, please have the appropriate person(s), sign this lease, and return a copy in a timely manner via email to me for final processing. In addition to forwarding the Tenant-executed Lease, please forward a copy of the required Certificate of Insurance, as required in Sections 10 and 11 of the Lease.

The lease from the State of Minnesota, Department of Transportation is a legal document; if you have any questions or request modifications to the lease, please contact me at 651-234-7550 or email at katherine.roen@state.mn.us

Upon receipt of the above-mentioned items, a fully executed copy of the lease will be sent to you for your records.

Sincerely,

Katherine Roen
Real Estate Aide

C: Acting R/W Supervisor– Becky Parzyck
Office of Finance – Jane Olson
Lease file

Minnesota Department of Transportation
Metro District
1500 W. County Road B2
Roseville, MN 55113
651-234-7550

PARCEL: 2732 (5=111) 902 0017

LEASE NO. 27710

AMENDMENT OF COMMERCIAL LEASE
No. 6

THIS AGREEMENT, is made by and between the State of Minnesota, Department of Transportation ("Landlord") and City of Richfield ("Tenant"), and shall be an amendment and addition to Lease No. 27710 (also known as Lease No. H-06048).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into Lease No. 27710, as amended ("Lease") involving the rental of a commercial property;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease; and

NOW THEREFOR, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions which shall become a part of the Lease No. 27710, effective as of the date set forth hereinafter.

1. Effective on August 31, 2020, this Lease No. 27710 shall be renewed for a period of two (2) years commencing on September 1, 2020 and continuing through August 31, 2022, with the right of termination in both Landlord and Tenant as set forth in the Lease.
2. Effective on August 31, 2020, the following paragraph is added to Section 3 of the Lease:

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoice.

3. Effective on August 31, 2020, the following paragraph is added as a second paragraph to Section 7 of the Lease:

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

4. Effective on August 31, 2020, Section 14 of the Lease is deleted in its entirety and the following Section 14 is substituted therefor:

14. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

5. The terms of the original Lease and its amendment(s) are expressly reaffirmed and remain in full force and effect. By this reference the original Lease and its amendment(s) are attached and incorporated into this agreement.

TENANT
City of Richfield

Signature_____

Print Name_____

Title_____ Date_____

LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION

By _____
Lynn P. Clarkowski, P.E.
Metro Program Delivery Engineer

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____

1 - INCH = 120 FEET

R.L.S.

-N-

77TH ST. W.

PENN AVE. S.

MORGAN AVE. S.

KNOX AVE. S.

R.L.S.

M
R.L.S.

NO

618

-FUTURE (RALF) Mn/DOT R/W

SOUTH LINE OF OUTLOT C

*SOUTH LINE OF
OUTLOT B

*SOUTH LINE OF OUTLOT A
- 370.53' N70°16'28"W -
EXISTING ACCESS
LINE

78TH STREET

~~CITY OF RICHFIELD~~
~~CITY OF BLOOMINGTON~~

*AS SHOWN ON BEST BUY CAMPUS PLAT

EXHIBIT A

AREA SHOWN IN RED CROSS-HATCHING REPRESENTS MNDOT PERMANENT R/W AREA LEASED TO CITY FOR PARKING PURPOSES.

REFER TO BEST BUY CAMPUS PLAT BY SUNDE LAND SURVEYING, LLC. (sheet 3 of 4) FOR DIMENSIONS



STAFF REPORT NO. 119
CITY COUNCIL MEETING
10/13/2020

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
10/8/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/8/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

EXECUTIVE SUMMARY:

The National Highway Traffic Safety Administration (NHTSA) is providing federal funding to the OTS to implement a program to support one full time officer solely for DWI enforcement. Eight counties, including Hennepin, were chosen to receive grant funding. The grant is administered through the OTS. The grant was guaranteed for four years, but will be written for an additional federal fiscal year at a time. The City of Richfield has received an additional extension and has been awarded \$96,852.49 for 2021.

RECOMMENDED ACTION:

By motion: Adopt a resolution allowing the Richfield Department of Public Safety to accept a grant from the Office of Traffic Safety (OTS) for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The average number of DWI arrests per year in Richfield is 176. The goal is to increase that to 200 DWI arrests per year.
- In 2016, Richfield had 26 alcohol related crashes.
- In 2017, Richfield had 30 alcohol related crashes.
- In 2018, Richfield had 21 alcohol related crashes.
- From October 1, 2017, to September 30, 2018, there were 20 DWI crashes, which is the fiscal year for State of Minnesota agencies.
- Minnesota Motor Vehicle Crash Facts data show that the hours between 5:00 p.m. and 5:00 a.m. as having the highest concentration of alcohol related crashes. The DWI officer's work shift will be from 5:00 p.m. to 5:00 a.m. with a minimum of two Fridays and two Saturdays per month to be a required part of the DWI officer's schedule. Statistics will be checked daily, including but not limited to: speed tickets, seat belt tickets, texting tickets, "Not a Drop" tickets and warnings

associated with these statistics. Proactive criminal interdiction patrol would also be implemented.

- The City of Richfield has been approved to receive \$96,852.49 from the DWI Officer grant for 2021.

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

- Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.
 - The grant money will be used by Public Safety to pay for one full-time police officer salary; including overtime and/or training.
 - Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
 - The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and by a two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:

The total length of the grant was for four years, however, grants will be written for one federal fiscal year at a time and the City of Richfield has received an extension on an original four-year grant to fully fund an officer.

D. FINANCIAL IMPACT:

- Federal guidelines require this money be spent on projects designed to reduce DWI incidents. Both the officer and majority of the equipment funded by the grant can only be used for the enforcement of laws prohibiting driving while impaired. If the DWI officer responds to, or is called to an incident for something other than an alcohol-related driving offense, the time spent on non-DWI related enforcement exceeding 15 successive minutes must be paid for by the agency. The vehicle will be assigned to and driven solely by the DWI officer.
- The Richfield Department of Public Safety has developed a work plan and budget that have been approved by the OTS.
- The grant will cover one full-time sworn officer, and fringe benefits are covered by the grant. The Richfield Department of Public Safety has funds budgeted for items not covered by the grant.

E. LEGAL CONSIDERATION:

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

Council could disapprove the acceptance of the grant but the Richfield Department of Public Safety would then not be able to dedicate an officer to DWI enforcement.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

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



Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2021 NHTSA: 2021 DWI Officer Project No.: 21-03-03 Grant Contract Agreement No.: A-OFFICR21-2021-RICHFPD-016
Grantee: Richfield Police Department 6700 Portland Avenue Richfield, MN 55423-2560	Grant Contract Agreement Term: Effective Date: 10/1/2020 Expiration Date: 9/30/2021
Grantee’s Authorized Representative: Sergeant Matthew Steen 6700 Portland Avenue Richfield, MN 55423-2560 (612)861-9800 msteen@richfieldmn.gov	Grant Contract Agreement Amount: Original Agreement \$96,852.49 Matching Requirement \$ 0.00
State’s Authorized Representative: Duane Siedschlag 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)201-7078 Duane.siedschlag@state.mn.us	Federal Funding: CFDA 20.608 & CFDA 20.616 FAIN: 69A37519300001640MNA & FAIN: 69A3751830000405DMNL State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2021 NHTSA: 2021 DWI Officer Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2021 NHTSA: 2021 DWI Officer Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the



Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

Grant Contract Agreement No. A-OFFICR21-2021-RICHFPD-016
PO No. 3000069507

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Administrator Salary				
Administrator anticipated overtime	\$0.00	\$0.00		
Total	\$0.00	\$0.00		
DWI Officer Salary				
DWI Officer salary for entire year, plus anticipated overtime.	\$96,852.49	\$0.00		
Total	\$96,852.49	\$0.00		
TZD Conference				
DWI Officer TZD conference	\$0.00	\$0.00		
Total	\$0.00	\$0.00		
Total	\$96,852.49	\$0.00		

RESOLUTION NO.

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF \$76,919.89 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER DEDICATED TO DWI ENFORCEMENT.

WHEREAS, Richfield Police Department has been approved by the Office of Traffic Safety (OTS) to receive funds made available to eight Counties in the State of Minnesota through federal funding provided by the National Highway Traffic Safety Administration (NHTSA); and

WHEREAS, Richfield is scheduled to be awarded \$96,852.49 or a lesser amount as awarded by the Minnesota Department of Public Safety to be used as designated by the grant agreement which mandates that the funds be used to support one full time officer dedicated to DWI enforcement for an extension of the original term of four years; and,

WHEREAS, Richfield has agreed that the Minnesota Department of Public Safety will serve as the fiscal agent; and,

WHEREAS, in accordance with the agreement, squad operating costs per mile, maintenance, uniforms, weapons and time spent in excess of 15 minutes on non-DWI related calls will be covered by the Richfield Police Department; and,

WHEREAS, Richfield Police has established an approved budget with the OTS for \$96,852.49 or a lesser amount for the DWI enforcement program; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2020 to September 30, 2021.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 120
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/5/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of Amendment #1 to the Construction and Maintenance Agreement with Chamberlain Apartments, LLC that modifies indemnification provisions in the agreement for the apartments constructed at 6630, 6700, and 6701 Richfield Parkway.

EXECUTIVE SUMMARY:

Amendment #1:

The Developer is working on closing their U.S. Department of Housing and Urban Development (HUD) loan on The Chamberlain Apartments. After a HUD review of the Maintenance Agreement between the City of Richfield and the Chamberlain Apartments, HUD will require an amendment regarding the indemnification provisions in section 7 of the original agreement.

Currently the agreement contains indemnification provisions that HUD needs to see limited to surplus cash of the borrower and to have HUD carved out of any liability should HUD become a successor in interest to the borrower.

Original Maintenance Agreement:

The properties at 6630, 6700, and 6701 Richfield Parkway were redeveloped to construct three multi-unit apartment buildings. The construction includes site improvements on both public and private property.

In January 2020 the City worked with the Developer to draft a Construction and Maintenance Agreement that defines ownership and maintenance responsibilities for the site and boulevard improvements constructed during the redevelopment project. These improvements and responsibilities include:

- Sidewalk and Sidewalk Snow Removal
- Landscaping and Irrigation
- Boulevard Trees
- Street and Sidewalk Lighting
- Storm water Control Devices
- Infiltration Basins

RECOMMENDED ACTION:

By Motion: Approve Amendment #1 to the Construction and Maintenance Agreement with Chamberlain

Apartments, LLC that modifies indemnification provisions in the agreement for the apartments constructed at 6630, 6700, and 6701 Richfield Parkway.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

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

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

C. CRITICAL TIMING ISSUES:

In order for the Developer to move forward with closing their HUD loan both parties to the agreement must agree to the indemnification provision changes as requested by HUD.

D. FINANCIAL IMPACT:

None.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the amendment to the agreement.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Maintenance Agreement Amendment #1	Contract/Agreement
□ Original Maintenance Agreement	Contract/Agreement

FIRST AMENDMENT TO MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT is made as of the ____ day of _____, 2020, by and between Chamberlain Apartments, LLC, a Delaware limited liability company (“**Developer**”) and the City of Richfield, Minnesota, a Minnesota municipal corporation (the “**City**”).

RECITALS

A. Developer and the City are parties to that certain Maintenance Agreement dated January 15, 2020 and recorded February 27, 2020 as Document No. T05688777 in the office of the Registrar of Titles and as Document No. A10760163 in the office of the County Recorder in and for Hennepin County, Minnesota (the “**Maintenance Agreement**”).

B. Developer is the owner of the real property subject to the terms of the Maintenance Agreement, legally described on attached **Exhibit A** (the “**Property**”).

C. Developer and the City desire to modify the Maintenance Agreement, as more fully described below.

PROVISIONS

1. The parties hereby amend the Maintenance Agreement by adding the following language to Section 7 of the Maintenance Agreement:

- n. **HUD Requirements.** Notwithstanding the foregoing, if the United States Department of Housing and Urban Development ("HUD") is ever deemed the "Owner" of all or part of the property described on Exhibit “A”, HUD shall not be subject to the indemnification provisions contained in Section 7(b) of the Maintenance Agreement, dated January 15, 2020, between Chamberlain Apartments, LLC and the City of Richfield, Minnesota. HUD prohibits and does not authorize any expenditure which would violate 31 USC 1341 (the "Anti-Deficiency Act"). Any provision of this

Agreement which violate(s)(d) the Anti-Deficiency Act, in the past, present or future, will not be enforced against HUD. Notwithstanding any other provision of this Agreement, HUD whether in the capacity of subsidy provider, loan insurer, lender, owner, lessee or mortgagee in possession, shall have no obligation of reimbursement, indemnity, or holding harmless, of any nature whatsoever, to any governmental entity, private entity, person or party, either now or in the future. Additionally, any indemnification obligation of "Owner" shall be limited to available liability insurance proceeds, Surplus Cash and/or non-Project Assets, as each such term is defined in the Regulatory Agreement for Multifamily Projects by and between Owner and HUD.

The City acknowledges that the Developer or "Owner" has previously pledged Surplus Cash to a Developer Surplus Cash Note, dated June 18, 2018 in the amount of \$682,850, provided by the Developer in exchange for a loan of \$682,850 from the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota. 75% of Developer's Surplus Cash is pledged to the payment of the Developer Surplus Cash Note, commencing August 1, 2025 and payable each February 1 and August 1 thereafter until paid in full.

2. No Further Amendment. Except as specifically amended herein, the Maintenance Agreement and all of the terms and provisions thereof shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS, the undersigned have caused this First Amendment to Maintenance Agreement to be executed as of the day and year set forth above.

CHAMBERLAIN APARTMENTS, LLC, a
Delaware limited liability company

By Kraus-Anderson, Incorporated, its Managing
Member

By: _____
Name: Peter J. Diessner
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Peter J. Diessner, the President of Kraus-Anderson, Incorporated, the Managing Member of Chamberlain Apartments, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

CITY OF RICHFIELD, MINNESOTA

By _____
Name: _____
Its: Mayor

By _____
Name: _____
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, and _____, the Mayor and City Manager, respectively, of the City of Richfield, Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

This instrument was drafted by:
Fredrikson & Byron, P.A. (MSR/LML)
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

71026034 v1

EXHIBIT A

Legal Description of Property

All of Wexlers Second Addition, according to the recorded plat thereof on file and of record in the Office of the County Recorder as Document No. 10568097, filed on July 3, 2018, and of record in the Office of the Registrar of Titles as Document No. 5541858, filed on July 3, 2018, Hennepin County, Minnesota.



Doc No **A10760163**

Certified, filed and/or recorded on
Feb 27, 2020 2:55 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 26

Pkg ID 1952549C

Document Recording Fee

\$46.00

Document Total

\$46.00



Doc No **T05688777**

Certified, filed and/or recorded on
Feb 27, 2020 2:55 PM

Office of the Registrar of Titles
Hennepin County, Minnesota
Martin McCormick, Registrar of Titles
Mark Chapin, County Auditor and Treasurer

Deputy 26	Pkg ID 1952549C
Document Recording Fee	\$46.00
Multiple Certificates Affected Fee	\$20.00
<i>Document Total</i>	\$66.00

Existing Certs

1466421, 1466422

Chamberlain

MAINTENANCE AGREEMENT

This agreement, made and entered into as of the 15th day of January, 2020 by and between Chamberlain Apartments, LLC, a Delaware limited liability company ("Developer") and the City of Richfield, Minnesota, a Minnesota municipal corporation ("City")

Recitals

1. Developer is the owner of a certain tract and parcel of land lying within the City on land legally described in the attached Exhibit A ("Property").
2. The Developer has undertaken the construction of buildings and related site improvements ("Site Improvements") on the Property.
3. The City has granted approval to Developer to construct certain storm drainage improvements on the Property, which drainage improvements drain into the City's storm sewer system ("Public System").
4. The drainage improvements include four (4) infiltration basins and one (1) underground StormTech system ("Drainage Improvements") constructed by Developer that will treat storm water before it enters the Public System. The Drainage Improvements are designed to remove sand, gravel and other particles from the storm water passing through the Property prior to entry into the Public System. The plans and specifications for the Drainage Improvements, and a site plan showing its location on the Property are contained in the attached Exhibit B ("Drainage Improvement Plans").
5. In order for the Drainage Improvements to function as designed, they must be inspected and maintained routinely.
6. In conjunction with the construction of the Site Improvements, certain improvements and betterments ("Public Area Improvements") have been constructed on portions of the City right-of-way and public easements abutting the Property (collectively, the "Public Areas"). The Public Area Improvements are described and located on the site plan attached as Exhibit C.
7. The parties are desirous of entering into this Agreement for the purpose of providing the basis for the repair, replacement and maintenance of the Drainage Improvements and the Public Area Improvements and setting forth the remedies for failure to comply with the provisions of this Agreement.

Agreement

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

1. Drainage Improvements. Design and Construction. The Developer shall construct and pay for the cost of construction of the Drainage Improvements. Plans and Specifications for the Drainage Improvements were reviewed and approved by the City prior to commencement of construction.
2. Drainage Improvements. Inspection and Cleaning. Beginning in calendar year 2020, the Developer shall be responsible for inspecting and cleaning the Drainage Improvements at intervals of not less than once every 12 months, and more often as requested by either party. The Developer shall provide the City with an annual report documenting the inspection and maintenance of the Drainage Improvements on or before December 31 of each calendar year.
3. Drainage Improvements. Right of Access. The Developer grants to the City, its agents and employees the right to enter onto the Property to conduct periodic inspections, and if the Developer defaults in its responsibilities after notice and failure to cure as described in Section 7.c of this Agreement, the City may perform such cleanings, repairs and replacements, at the cost of the Developer. The City agrees that it will not unreasonably interfere with the Developer's use of the Property. At the request of the Developer, the area affected by this right of access shall be legally described and recorded as a supplemental agreement all at Developer's sole cost and expense.
4. Public Area Improvements. Construction, Installation, Maintenance, Repair and Replacement. The parties agree to undertake the responsibilities for the construction, installation, maintenance, repair and replacement of Public Area Improvements, and the intervals for the doing of such work that are described in Exhibit D. In addition to the foregoing, the City will provide basic snow removal on the public sidewalks and Three Rivers Park Trail in the Public Areas. If the Developer desires additional removal or treatment, it may provide these services at its own expense. Any such additional removal is subject to the requirements of Paragraphs 5 and 7 b. Sidewalk damage, or damage to adjacent areas, due to the use of heavy equipment, excessive salt/chemical, and/or any other damage caused by the Developer will be repaired by Developer at the Developer's cost, and, such work is subject to the provisions of Paragraphs 5 and 7 b, and the cure provisions contained in Paragraph 7 c. Developer shall not apply salt to the Three Rivers Park Trail. All other work shall be performed in accordance with the terms of Exhibit D to this agreement.
5. Public Area Improvements. Right of Access. Subject to compliance with any preconditions contained in the City Code, the City grants to the Developer, its agents and employees the right to enter onto the Public Areas to perform the work required to be performed by the Developer pursuant to Paragraph 4. The Developer agrees that it will not interfere with the public use of the Public Areas. The Developer will notify the City and

Chamberlain

any other agency having jurisdiction over, or an interest in, the Public Areas or abutting streets and highways at least 48 hours in advance of any scheduled work; and will comply with any reasonable requirements of the City or such other agency governing signage and other regulations governing work in the Public Areas including, without limitation obtaining any additional permits, licenses or approvals needed for the doing of such work, provided, however, that if the City or other agency refuses or elects not to issue any permit, license or approval required for the work or any portion thereof, Developer shall be released from the obligation to perform such work. Developer grants to the City, its agents and employees, the right to enter onto the Property to maintain the pedestrian sidewalk lighting as identified in Exhibit D.

6. Public Area Improvements. Ownership. Exhibit D designates the Public Area Improvements which are to be constructed by Developer and conveyed to the City following the City inspection of the work and notification to the Developer that it will accept conveyance. Developer warrants that such conveyance will be free and clear of any mechanic's liens or encumbrances other than Developer's first priority mortgage in favor of its lender. Any warranties available as a result of construction of such Public Area Improvements will be assigned to the City, and, to the extent available, will be utilized to offset Developer's maintenance obligations hereunder.

7. Miscellaneous Provisions.

a. Maintenance, repair and replacement obligation. The party having the maintenance, repair or replacement obligation shall have the affirmative obligation of assuring the item to which the obligation attaches is always kept in good, safe, operable and presentable condition. If the City becomes aware of a condition relating to an item for which the Developer is obligated, it shall notify the Developer in writing whereupon the Developer shall promptly inspect, and as needed, maintain, repair or replace the item within 30 days of the date of such notification by the City.

b. Insurance, Indemnity. The Developer will, during the term of this Agreement, maintain commercial general liability insurance in an amount of not less than \$2 million dollars per occurrence insuring against claims for injury, death or property damage or death caused by any activities conducted by Developer, its officers agents or employees within the Public Areas; including, without limitation, the failure of Developer, as obligated hereunder, to properly maintain, repair, or replace the Public Area Improvements.

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

Chamberlain

c. Default. If either party defaults in any of its obligations hereunder, after written notice of such default and failure to cure within 30 days following such notification, unless extended upon mutual agreement of the parties, the non defaulting party may pursue whatever remedies are available at law or in equity.

In addition to such remedies, if the Developer is the defaulting party, and the default relates to activities within the Public Areas, the City may, after such notice and cure period perform the work and recover the entire cost of such work against the Developer through direct payment or as a lien against the Property to be collected as a special assessment. The Developer agrees and stipulates that any such work will be for the betterment of the Property, and that the value of the Property will be increased by at least the cost of the work. The Developer for itself, its successors and assigns waives any challenge to the assessment for such work, and waives its right to a hearing and to challenge the assessment after it is levied, except Developer reserves the right to challenge the amount of the assessment if Developer believes, in good faith, that the amount of the assessment exceeds the actual cost of the work incurred by the City. If the City provides written verification that the assessment does not exceed the actual cost of the work, Developer will withdraw its challenge. In addition to placing an assessment lien against the Property, the City may also seek to impose and collect a lien pursuant to Minnesota Statutes, Section 514.67.

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

e. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer will secure the joinder or consent of any holders of liens or encumbrances on the Property;

f. Other Approvals. This Agreement shall not relieve Developer from the need to obtain all licenses, permits and approvals that are required by the City and other permitting and licensing authorities to allow for the development of the Property.

g. No Interest in Land. Neither the provisions of this Agreement nor its recording among the land records shall be deemed to create any interest of the Developer in the Public Areas, except as otherwise provided herein. This Agreement only gives the Developer the permission to occupy and utilize the Public Areas consistent with the provisions and limitations of this Agreement.

h. Recording. This agreement will be recorded among the land records, within 60 days of the date hereof, by the Developer who shall pay for the cost of such recording.

Chamberlain

i. Notices.

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

Attn: City Engineer

Developer: Chamberlain Apartments, LLC
501 South 8th Street
Minneapolis, MN 55404
Attn: Peter J. Diessner

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

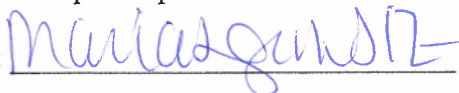
k. Entire Agreement, Amendment. This Agreement, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by the parties.

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

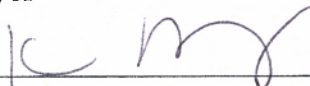
m. Counterpart Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original, and all of which shall constitute one and the same instrument.

CITY:

CITY OF RICHFIELD,
A municipal corporation

By: 

Its Mayor

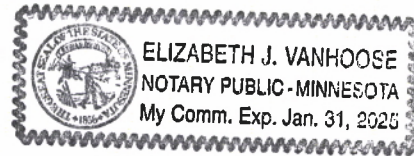
By: 

Its City Manager

Chamberlain

The foregoing instrument was acknowledged before me this 28th day of January 2020, by Maria Lopez Gonzalez and Vatic Rodriguez the Mayor and City Manager respectively, of the City of Richfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

Elizabeth J. VanHoose
Notary Public



DEVELOPER:

CHAMBERLAIN APARTMENTS, LLC

By: Kraus-Anderson, Incorporated

Its: Managing Member

By: Peter J. Diessner
Peter J. Diessner
Its: President

The foregoing instrument was acknowledged before me this 15th day of January 2020, by Peter J. Diessner, the President of Kraus-Anderson, Incorporated, the Managing Member of Chamberlain Apartments, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Jacquelyn M. Holm
Notary Public

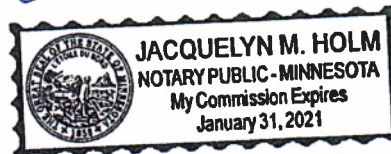


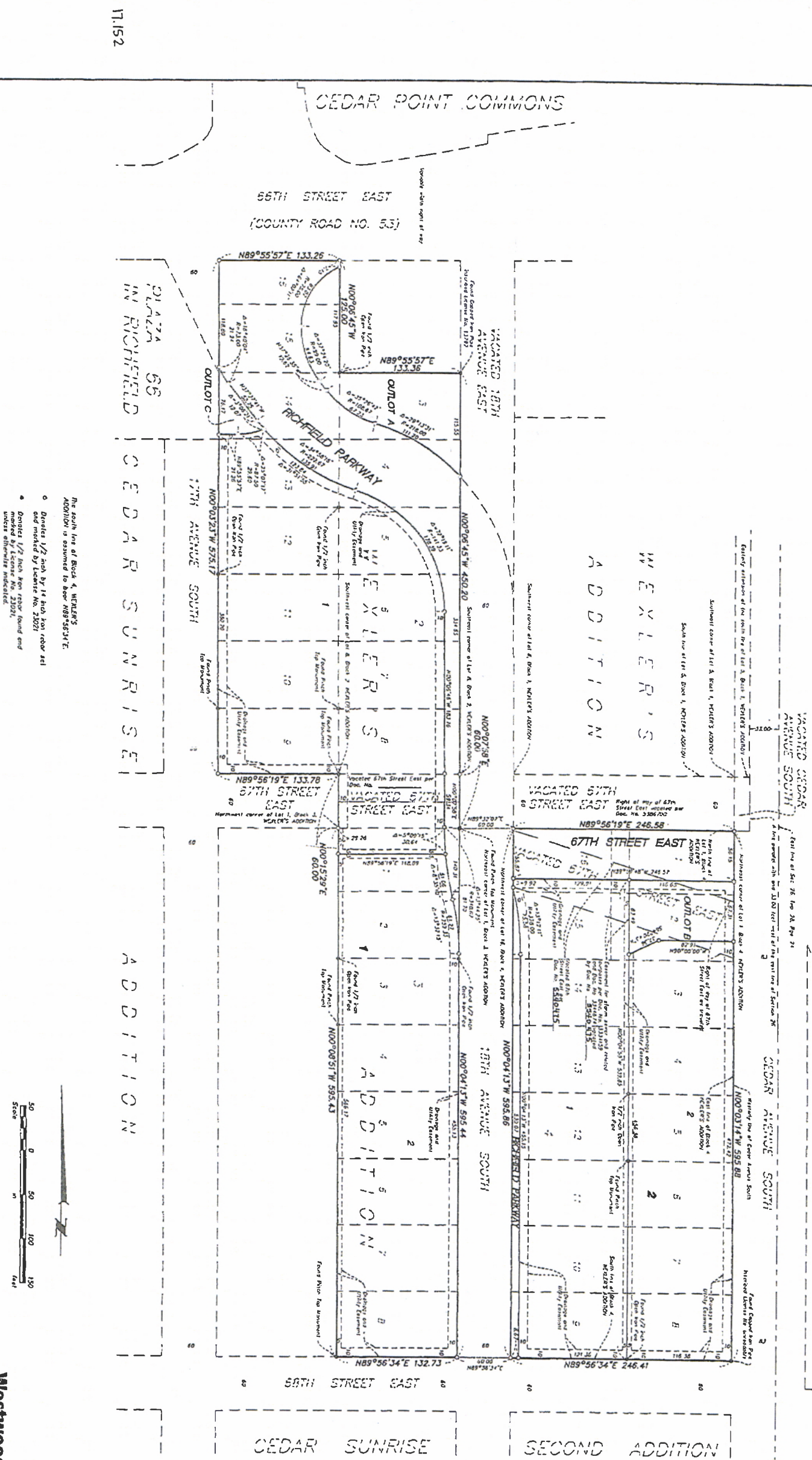
EXHIBIT A
Legal Description

All of Wexlers Second Addition, according to the recorded plat thereof on file and of record in the Office of the County Recorder as Document No. 10568097, filed on July 3, 2018, and of record in the Office of the Registrar of Titles as Document No. 5541858, filed on July 3, 2018, Hennepin County, Minnesota.

10707

WEXLERS SECOND ADDITION

R.T. DOC. NO. 5541858
C.R. DOC. NO. 10568097



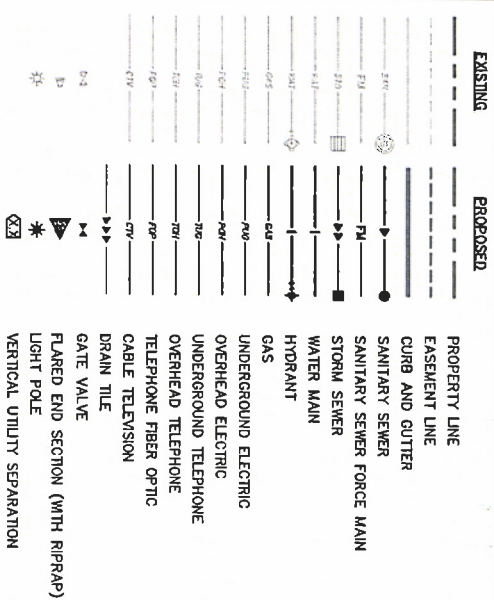
Westwood
Professional Services, Inc.

Chamberlain

EXHIBIT B

[See attached.]

Utility Legend

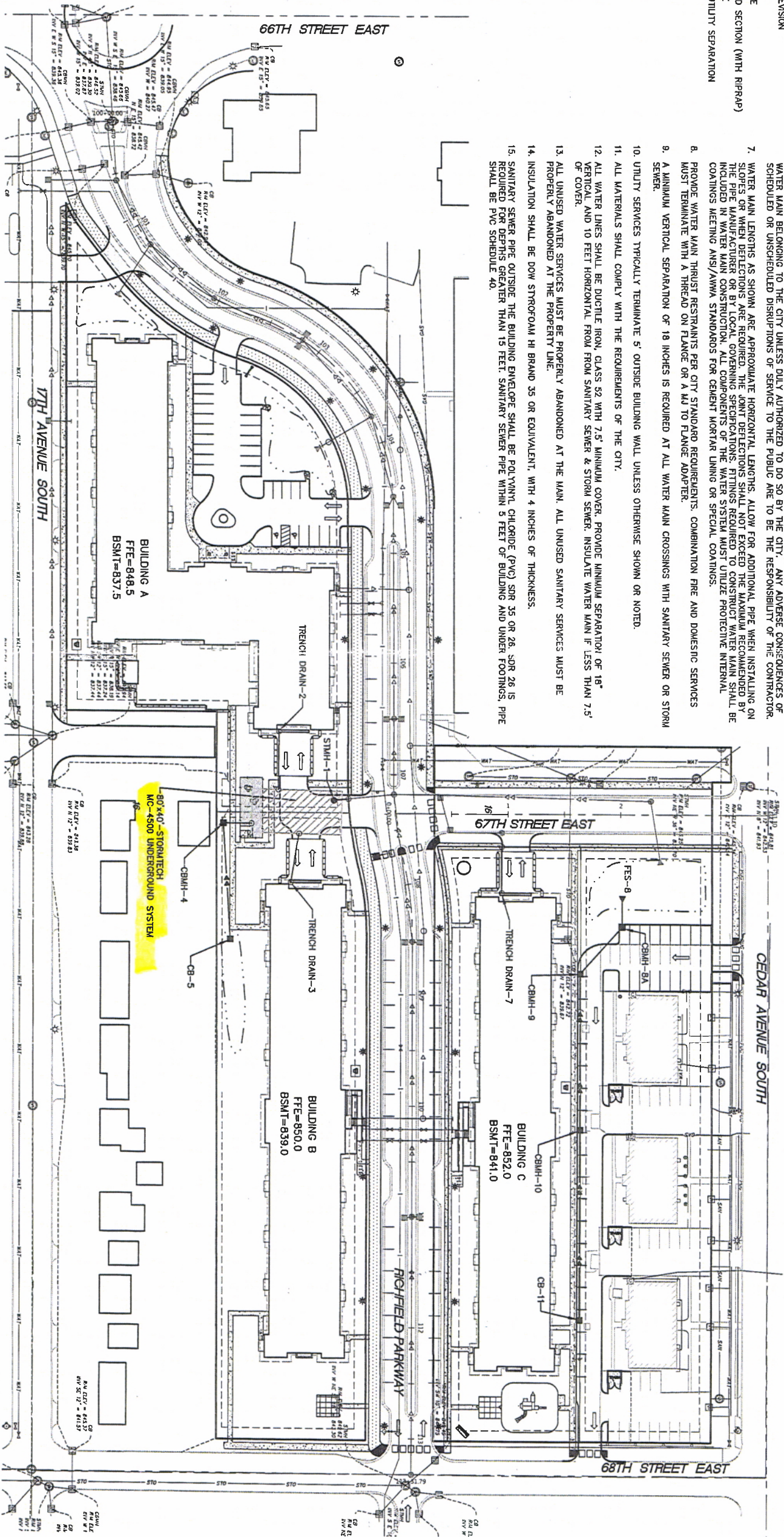


STORM SEWER CASTING SCHEDULE		
NUMBER	STRUCTURE	CASTING TYPE
1	STHM	48" R-1642-B
4	CBMH	48" R-4342
5	CB	27" R-4342
8	FES	18" R-3067-V
8A	CBMH	48" R-3067-V
9	CBMH	48" R-3067-V
10	CBMH	48" R-3067-V
11	CB	24" R-3067-V

General Utility Notes

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SANITARY SEWER, STORM SEWER AND WATER MAIN INSTALLATIONS SHALL BE PER MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, PUMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
- ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION. ALL COMPONENTS OF THE WATER SYSTEM MUST UTILIZE PROTECTIVE INTERNAL COATINGS MEETING ANSI/AWWA STANDARDS FOR CEMENT MORTAR LINING OR SPECIAL COATINGS.
- PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS. COMBINATION FIRE AND DOMESTIC SERVICES MUST TERMINATE WITH A THREAD ON FLANGE OR A MU TO FLANGE ADAPTER.
- A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER OR STORM SEWER.
- UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
- ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
- ALL WATER LINES SHALL BE DUCTILE IRON, CLASS 52 WITH 7.5' MINIMUM COVER. PROVIDE MINIMUM SEPARATION OF 18" VERTICAL AND 10 FEET HORIZONTAL FROM SANITARY SEWER & STORM SEWER. INSULATE WATER MAIN IF LESS THAN 7.5' OF COVER.
- ALL UNUSED WATER SERVICES MUST BE PROPERLY ABANDONED AT THE MAIN. ALL UNUSED SANITARY SERVICES MUST BE PROPERLY ABANDONED AT THE PROPERTY LINE.
- INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
- SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYETHYLENE GLASS REINFORCED (PEGR) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF BUILDING AND UNDER FOOTINGS, PIPE SHALL BE PVC SCHEDULE 40.
- STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 24" AND LARGER UNLESS OTHERWISE NOTED) WITH 4 JOINTS, OR PIPE STORM SEWER PIPE IF ALLOWED BY THE CITY. JOINTS SHALL BE GASKETED. THE CITY ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. SEE PLAN FOR LOCATIONS WHERE RCP IS REQUIRED. PVC STORM SEWER PIPE SHALL BE SCHEDULE 40 PIPE. FLARED END SECTIONS SHALL BE RCP WITH TRASH GUARDS & RIP-RAP.

exhibit B.
"Drainage Improvement Plans"



Westwood

Phone (620) 323-9435 3101 12th Avenue South, Suite 203
Fax (620) 323-9401 St. Cloud, MN 56303
Website (620) 323-9435 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.
Ryan M. Brubaker
Date 10/02/17 License No. 41257

Revisions	
1. TO ADD SANITARY SEWER CONNECTIONS	Checked
2. TO ADD STORM SEWER CONNECTIONS	Checked
3. TO ADD WATER MAIN CONNECTIONS	Checked
4. TO ADD GAS MAIN CONNECTIONS	Checked
5. TO ADD TELEPHONE/FIBER OPTIC CONNECTIONS	Checked
6. TO ADD CABLE TELEVISION CONNECTIONS	Checked
7. TO ADD DRAIN TILE CONNECTIONS	Checked
8. TO ADD GATE VALVE CONNECTIONS	Checked
9. TO ADD FLARED END SECTION CONNECTIONS	Checked
10. TO ADD LIGHT POLE CONNECTIONS	Checked
11. TO ADD VERTICAL UTILITY SEPARATION CONNECTIONS	Checked

Prepared for
Inland Development Partners, LLC.
3340 Republic Avenue
St. Louis Park, MN 55426

The
Chamberlain

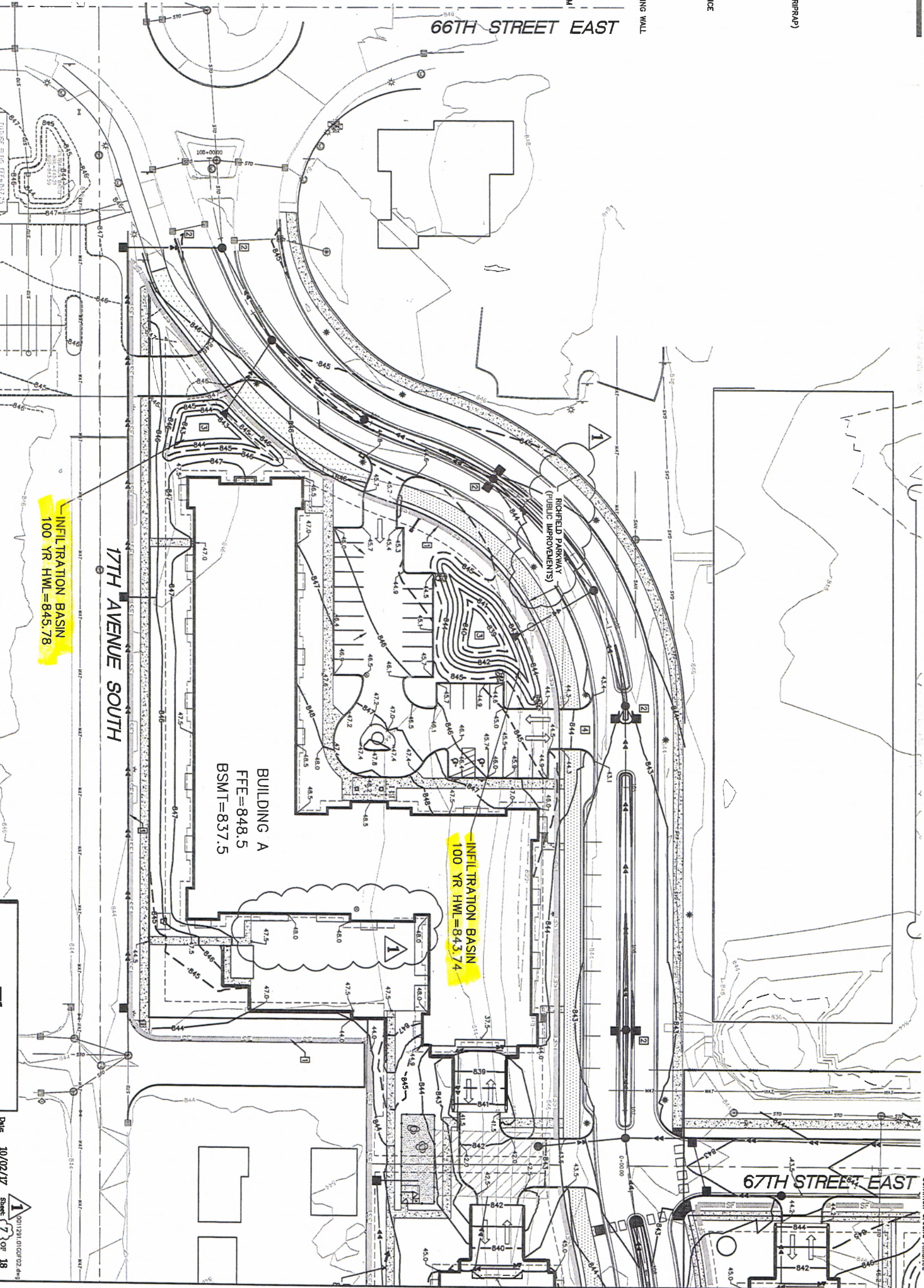
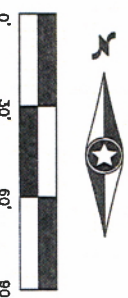
Overall Utility
Plan

Grading Legend

EXISTING	PROPOSED	PROPERTY LINE
880	880	INDEX CONTOUR
982	982	INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		BIOLOGS
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION
		TEMPORARY ROCK CHECK DAM

Grading Construction Notes

1. SILT FENCE
2. INLET PROTECTION
3. OVER EXCAVATE POND TO REMOVE EXISTING CLAY LAYER.
4. REPLACE WITH SAND
5. ROCK ENTRANCE



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

Westwood

Phone (855) 837-8156 7699 Augsburg Drive
Ft. Worth, TX 76116
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Ryan M. Bluhm
Date: 10/02/17 License No. 41257

Surfacing	Drainage
Asphalt and Joint Repair Concrete	Concrete
	Drainage
	Revised Details by/Date

Prepared for:
Inland Development Partners, LLC.
3340 Republic Avenue
St. Louis Park, MN 55426

The
Chamberlain
Building A Grading &
Erosion Control Plan

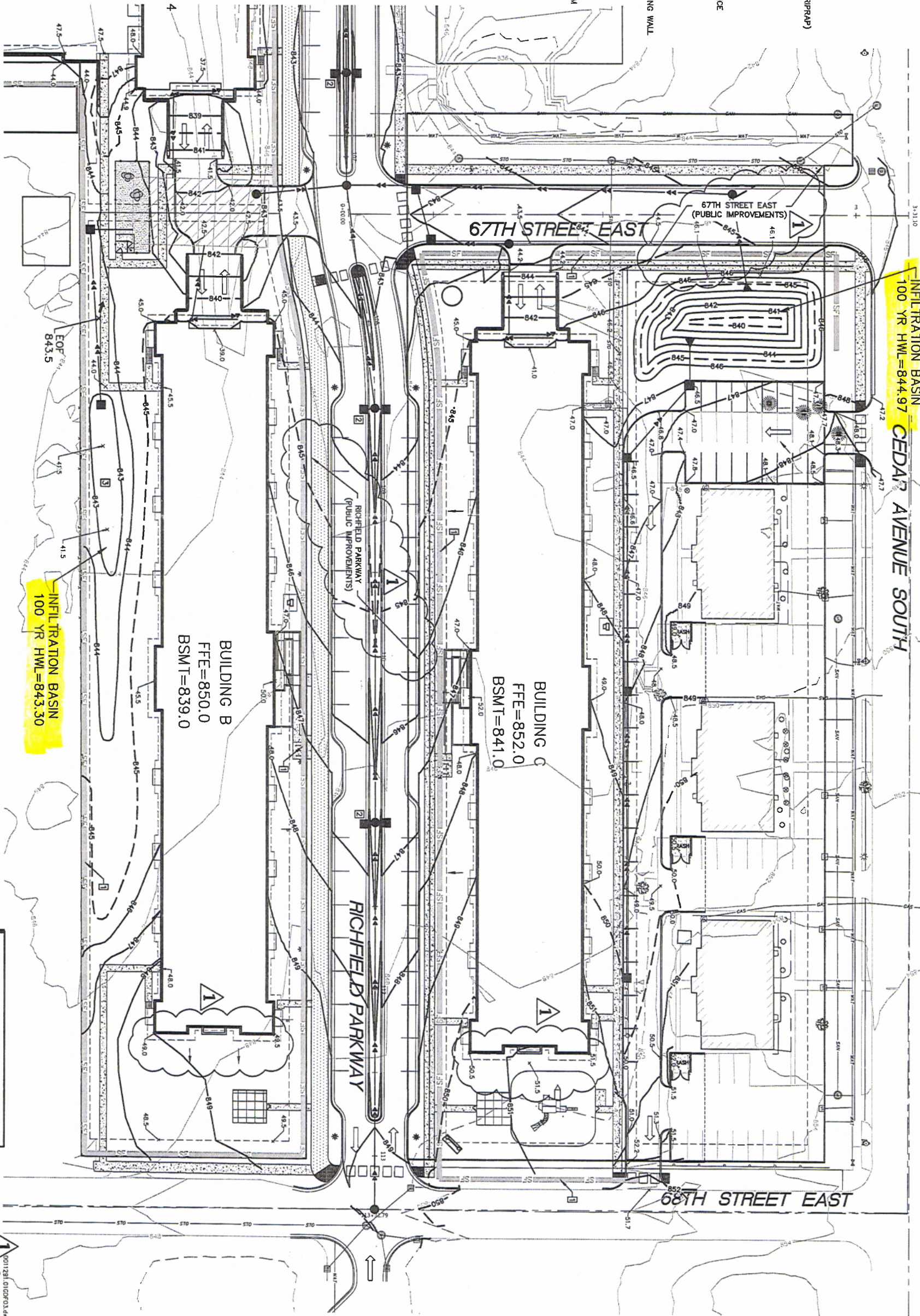
Richfield, Minnesota

Grading Legend

EXISTING	PROPOSED	PROPERTY LINE
---	---	INDEX CONTOUR
---	---	INTERVAL CONTOUR
---	---	CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	SILT FENCE
---	---	BIOLOGS
---	---	STORM SEWER
---	---	FLARED END SECTION (WITH RIPRAP)
---	---	WATER MAIN
---	---	SANITARY SEWER
---	---	RETAINING WALL
---	---	DRAIN TILE
---	---	RIDGE LINE
---	---	GRADING LIMITS
---	---	ROCK CONSTRUCTION ENTRANCE
---	---	EROSION CONTROL BLANKET
---	---	TURF REINFORCEMENT MAT
---	---	SPOT ELEVATION
---	---	FLOW DIRECTION
---	---	TOP AND BOTTOM OF RETAINING WALL
---	---	EMERGENCY OVERFLOW
---	---	SOIL BORING LOCATION
---	---	INLET PROTECTION
---	---	TEMPORARY ROCK CHECK DAM

Grading Construction Notes

- 1 SILT FENCE
- 2 INLET PROTECTION
- 3 OVER EXCAVATE POND TO REMOVE EXISTING CLAY LAYER.
- 4 REPLACE WITH SAND
- 5 ROCK ENTRANCE



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Fax (852) 931-5852 Eden Prairie, MN 55344
Web Site (852) 931-5199 westwoodpa.com
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Ryan M. Brinkman
Date 10/02/17 License No. 41257

Standard	Detail
Δ 100 300 PAVEMENT REPAIR CONDITIONS	Δ 100 300 PAVEMENT REPAIR CONDITIONS
Driveway	Driveway
Revised Driveway by/when	Revised Driveway by/when

Prepared for:
Inland Development Partners, LLC.
3540 Republic Avenue
St. Louis Park, MN 55426

The Chamberlain
Richfield, Minnesota

Building B & C
Grading & Erosion
Control Plan

Utility Legend

EXISTING	PROPOSED	PROPERTY LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	SANITARY SEWER
---	---	SANITARY SEWER FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	GAS
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	OVERHEAD TELEPHONE
---	---	TELEPHONE FIBER OPTIC
---	---	CABLE TELEVISION
---	---	DRAIN TILE
---	---	GATE VALVE
---	---	FLARED END SECTION (WITH RIPRAP)
---	---	LIGHT POLE
---	---	VERTICAL UTILITY SEPARATION



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Fax (202) 353-8501 6500 Woodmont Ave. NW
Website (202) 353-8455 westwoodpro.com
Westwood Professional Services, Inc. License No. 41257

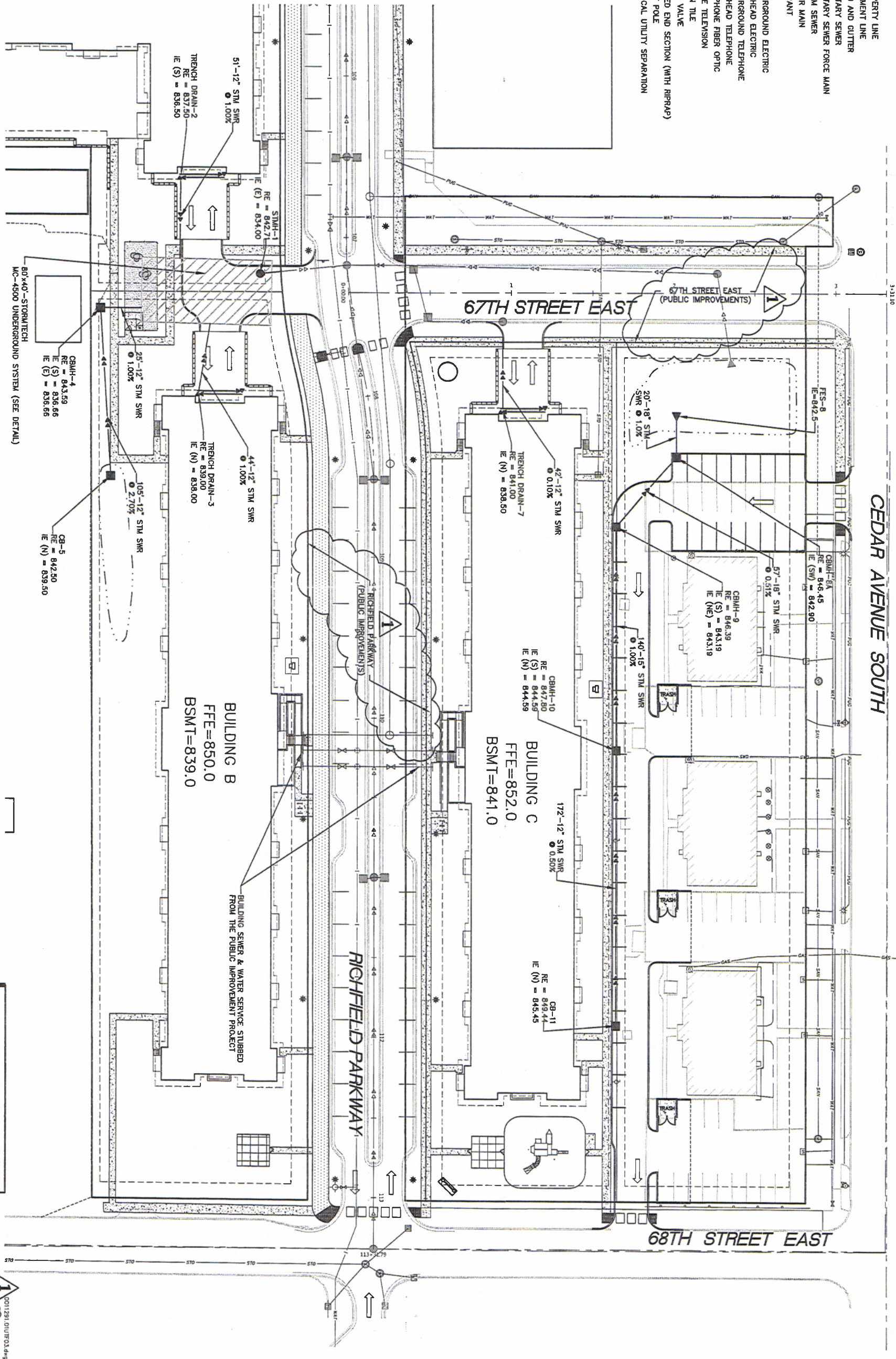
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By: Ryan M. Bicham
Date: 10/02/17 License No. 41257

Recorded
At: 100 3RD AVENUE SOUTH
Project: Cedar Avenue South
Drawn: [Blank]
Revised: [Blank]
By: [Blank]

Prepared for:
Inland Development Partners, LLC.
3540 Republic Avenue
St. Louis Park, MN 55426

The
Chamberlain
Building B & C
Utility Plan

CEDAR AVENUE SOUTH



[illegible][illegible]

<p>The Chamberlain</p> <p>Richfield, Minnesota</p>	<p>Date: 10/02</p>
<p>Details</p>	

Chamberlain

EXHIBIT C

[See attached.]

Rinal Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.	MATURE SIZE:
ASH	9	Autumn Blaze Maple / Acer x freemontii 'Jeffersred'	2.5" BB	AS SHOWN	H 50'-60' W 40'
PRE	27	Princeton Elm / Ulmus americana 'Princeton'	2.5" BB	AS SHOWN	H 60' W 40'
SKH	2	Styline Honeylocust / Gleditsia tricanthos var. 'Inermis' 'Skyline'	2.5" BB	AS SHOWN	H 50' W 30'-35'

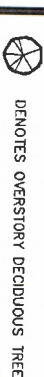
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Plant Legend

Overall Landscape Provided

2. STREETScape/BOULEVARD PLANTINGS PROVIDED:

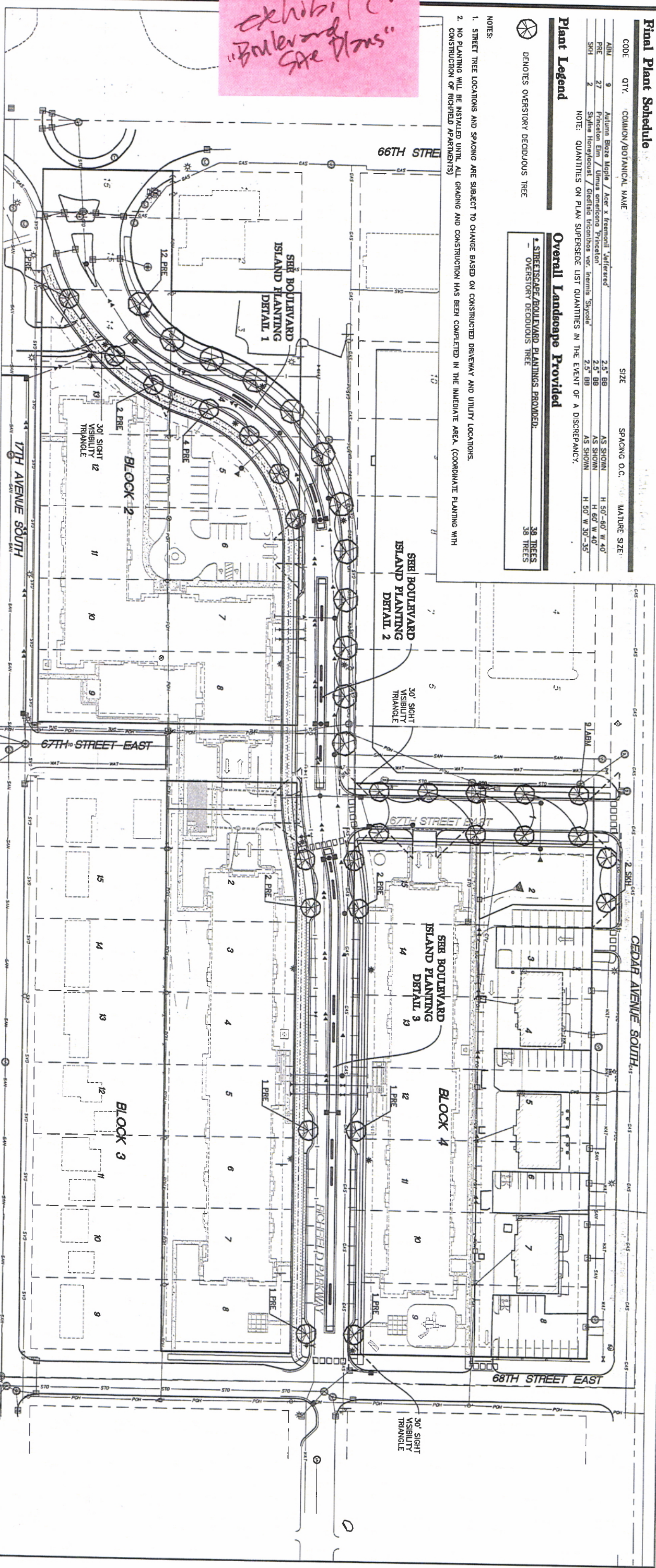
38 TREES
OVERSTORY DECIDUOUS TREE



DENOTES OVERSTORY DECIDUOUS TREE

NOTES:

1. STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.
2. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA. (COORDINATE PLANTING WITH CONSTRUCTION OF RICHFIELD APARTMENTS)



Planting Notes

1. CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL 811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR. FIELD SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT AND/OR CITY PRIOR TO INSTALLATION.
5. CONTRACTOR SHALL PROVIDE ONE YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. AT TIME OF PLANTING ALL PLANTS TO BE SPECIEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, OPEN WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NON-RECEIVABLE GAPS, HOLES, OR DEFECTS.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND CLOSING
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MINN. & AHS STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
10. AT CONTRACTOR DISCRETION, TIME AND TOP OF BURIALP MAY BE LEFT ON FOR INITIAL YEAR AFTER PLANTING. BODENGRADABLE, TIME AND BURIALP ARE USED. CONTRACTOR TO VERIFY TIME AND BURIALP DEGRADATION AFTER ONE YEAR PERIOD AND REMOVE ANY REMAINING MATERIAL AS NECESSARY.
11. WHEN THE BALLE & BURIALP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
12. REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PLANT POTS.
13. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
14. STAKING OF TREES IS OPTIONAL AT CONTRACTOR DISCRETION; REPOSITION AND PLUMB IF NOT PLUMB AFTER ONE YEAR. NON-PLUMB TREES TO BE SUBJECT TO WARRANTY REPLACEMENT OR REPAIR.
15. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
16. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MIN/DOT STANDARD SPECIFICATION 3877 (COMMON TOPSOIL, SUBSOIL, AND TO BE NATIVE TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, LAMN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREES, SHRUBS, AND PERENNIALS).
17. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDED HARDWOOD MULCH. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL. MULCH AND FIBRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION.
18. EDGING TO BE COMMERCIAL GRADE VALLEY-NEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPACED EDGING. EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAGED WITH METAL SPIRES NO GREATER THAN 4" FOOT CENTER TO CENTER. EDGING SHALL BE A GRADE FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. EDGING TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. EDGING TO TREE, SHRUB, OR BURN-GARDEN BEDS TO BE SPACED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
19. ALL DISTURBED AREAS TO BE SPOOLED EXCEPT FLOOD AREAS AND WETLAND BUFFERS (SEE GRADING PLAN / EROSION CONTROL). SOIL TO BE STANDARD TO REMOVE EROSION AND EXPOSED BULGERSASS MIX, FREE OF LAMN WEEDS. ALL TOPSOIL AREAS TO BE STANDARD TO REMOVE EROSION AND EXPOSED BULGERSASS MIX, FREE OF LAMN GREATER SHALL BE STAKED. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
20. PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY CONTRACTOR. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMING. IRRIGATION SYSTEMS SHALL ALL HAVE RAIN SENSORS TO LIMIT UNNECESSARY WATERING. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND MATERIALS. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
21. CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
22. REPAIR, REPLACE, OR PROVIDE SOO/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
23. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

Westwood

Phone 650.932.4590
Fax 650.932.4832
Tel/Fax (408) 932.4590
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional landscape architect under the laws of the State of Minnesota.
Nicholas T. Meyer
Date: 01/09/2018 License No. 53774

Signature

Date/Stamp

Printed Name

Printed Title

Printed Address

Printed City/State/Zip

Printed Phone/Fax

Printed Email

Printed Website

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Printed Remarks

Printed Observations

Printed Suggestions

Printed Recommendations

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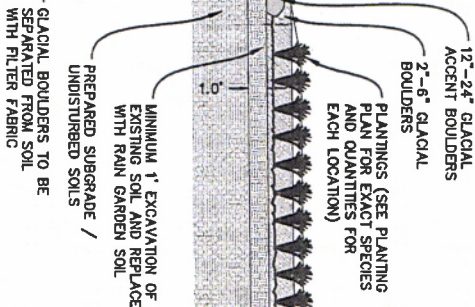
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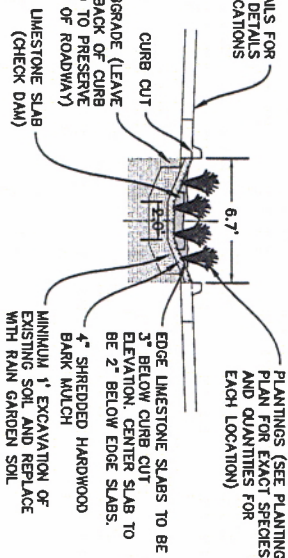
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SCALE: 1" = 1'-0"



SCALE: 1' = 1'-0"

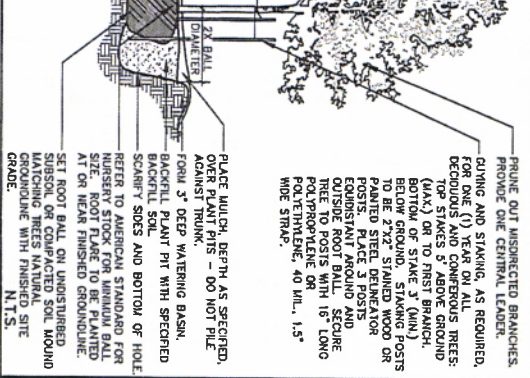


SCALE 1" = 1'-0"

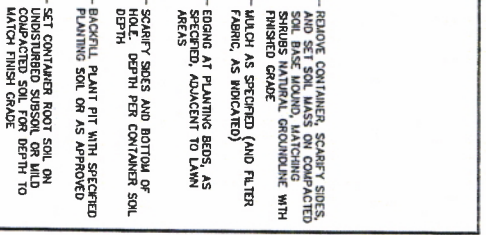


1. SEE LANDSCAPE PLAN AND/OR DETAIL SHEETS FOR OTHER PLANTINGS AND GENERAL PLANTING INSTALLATION.
2. PROVIDE AND INSTALL ALL TEMPORARY EROSION CONTROL MEASURES (IN ACCORDANCE WITH MNDOT GENERAL CONDITIONS 2572) PRIOR TO THE START OF ANY CONSTRUCTION OPERATION THAT MAY CAUSE ANY SEDIMENT TO ENTER RAINGARDEN AND SLOPE STABILIZATION PRIOR TO COMPLETION OF RAINGARDEN.
3. EXCAVATION OF THE RAINGARDEN SHALL BE ACCOMPLISHED USING LOW IMPACT EARTH MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS.
4. EXCAVATE THE RAINGARDEN TO SPECIFIED DEPTH. LEAVE ALL MATERIAL BELOW THAT DEPTH UNDISTURBED.
5. RAINGARDEN SOIL MEDIUM SHALL CONSIST OF A WELL BLENDED HOMOGENEOUS MIXTURE OF 70% CONSTRUCTION SAND AND 30% ORGANIC LEAF COMPOST. (PALESTED COMPANIES NAW CADDEN COMPOST MIX OR SIMILAR)
 - SAND: PROVIDE CLEAN CONSTRUCTION SAND, FREE OF DETRIMENTAL MATERIALS.
 - ORGANIC COMPOST: MNDOT GRADE 2
6. INSTALLATION AND GRADING OF RAINGARDEN SOILS SHALL BE DONE IN A WAY TO MINIMIZE ANY COMPACTION OF SOILS.
7. PLANTED AREAS SHALL BE DRESSED WITH 4" OF DOUBLE SHREDED HARDWOOD BARK MULCH.
8. SEE LANDSCAPE PLAN AND/OR DETAIL SHEET FOR RAINGARDEN SECTION.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1A2B



LAST REVISED:
06/09/13
LA27-C

Phone (952) 937-5150 7699 Annaprue Drive
Fax (952) 937-5822 Eden Prairie, MN 55344
Toll Free (888) 937-0150 westwoodpa.com
Westwood Professional Services, Inc.

Nicholas T. Meyer
Date: 01/09/2018 Time: No. 53774

Designated	NTM
Quashed	NTM
Drawn	NTM
Record Drawn by/Date	

130 Lake Street, Suite 101
Wayzata, MN, 55391

Parkway

Richfield, Minnesota

Call 48 Hours before digging
811 or call811.com
Common Ground Alliance

Date 01/09/2018 Sheet 23 OF 23

0011291.00PLF03.dmg

Boulevard Landscape Details

EXHIBIT D

Exhibit D

6630, 6700, 6701 Richfield Parkway – Chamberlain Apartments
Public Area Improvements

Public Area Feature	Ownership	Construction and Installation Responsibility	Maintenance, Repair, Replacement Responsibility	Responsible for the Cost of Operation & Maintenance	Inspection & Maintenance Cycle
Sidewalk	City	Developer	City	City	Annually
Sidewalk Snow Removal	City	N/A	City	City	City
Three Rivers Park Trail (TRPD) Snow Removal	TRPD	Developer	City	City	City
Landscaping	Developer	Developer	Developer	Developer	As needed
Private Irrigation	Developer	Developer	Developer	Developer	As needed
Public Utilities (Storm, Sewer, Water)	City	Developer	City	City	As needed
StormTech System	Developer	Developer	Developer	Developer	Annually or as required by manufacturer
Infiltration Basins (4)	Developer	Developer	Developer	Developer	Annually
Pedestrian Sidewalk Lighting	City	Developer	City	Developer	As needed
Street Lighting	City	Developer	City	City	As needed
Boulevard Trees	City	Developer	City	City	As needed



STAFF REPORT NO. 121
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/6/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution authorizing Amendment #2 to the partnership agreement between the City of Richfield and the Minnesota Department of Transportation (MnDOT) for the purchase/storage of salt through June 30, 2022.

EXECUTIVE SUMMARY:

Original Agreement Background:

The City of Richfield currently does not own/operate a salt storage facility and the most recent salt purchasing agreement with MnDOT was authorized at the July 24th, 2018 regular City Council meeting. Entering into these types of partnerships has allowed the City to:

- build a Public Works Maintenance Facility without a large salt storage area;
- show consideration for the public interest by looking for more efficient, cost effective, and environmentally conscious ways of providing services; and
- reduce potential for unnecessary pollution problems by avoiding redundant facilities.

The original contract requires a formal amendment to the agreement be adopted by the City Council if a 3% increase in the per-ton cost of salt is expected in any given year of the contract.

Amendment #1 Background:

The City of Richfield adopted amendment #1 to the original agreement in September 2019 that provided for the following increases in per-ton salt prices:

- 26.23% increase in FY 2020;
- 3% increase in FY 2021; and
- 3% increase in FY 2022.

Amendment #2:

Rate Changes: Amendment #2 as proposed modifies the per-ton salt rate schedule adopted in Amendment #1 in the following manner:

- 26.23% increase in FY 2020 (unchanged from Amendment #1);
- (8.69%) decrease in FY 2021;
- 3% increase in FY 2022.

Since the MnDOT contract is based off a 1,500-ton purchase of salt(*), the new per-ton salt rate would result

in a net savings of \$34,137 to the City of Richfield over the term of the contract when compared to the rates adopted in Amendment #1.

() Public Works usually purchases around 1,000-ton of salt on average, but this is highly variable given our Minnesota winters, therefore actual savings are impossible to predict.*

Loading Changes: Amendment #2 also clarifies salt loading and storage expectations for the City of Richfield: *"Salt picked up at Cedar Avenue Truck Station will not be returned or refund requested. City will fill their salt shed with salt picked up from Cedar Avenue Truck Station at beginning of season and only request more salt when necessary to refill city salt shed. City will avoid numerous pickups of small amounts of salt."*

Public Works has the capacity to store around 200 tons of salt on site at the Maintenance Facility. While these new loading and storage requirements are not ideal from the City's perspective, they are manageable and will have no impact to service delivery.

RECOMMENDED ACTION:

By motion: Adopt the resolution authorizing Amendment #2 to the partnership agreement between the City of Richfield and MnDOT for the purchase/storage of salt through June 30, 2022.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City of Richfield does not have an adequate salt storage facility for yearly ice control operations and can only keep 200 tons on site, therefore, we rely on salt storage services from MnDOT's Cedar Ave Truck Station.
- MnDOT's proximity to the Maintenance Facility is ideal for City of Richfield ice control operations.
- Sharing salt storage facilities as much as possible reduces the potential for unnecessary chloride pollution problems resulting from duplicate facilities.

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

- The City participates in a joint purchasing agreement with the State of Minnesota and MnDOT.
- The State of Minnesota solicits bids for all the participants in the joint purchase agreement.
- The original contract #1030429 requires a formal amendment be approved by the City Council if yearly salt costs are expected to rise more than the estimated 3%.

C. CRITICAL TIMING ISSUES:

The City of Richfield does not have adequate salt storage at the Public Works Maintenance Facility for an entire season worth of salt and requires this amendment to the original agreement to acquire salt for ice control operations.

D. FINANCIAL IMPACT:

- Salt costs include the price of salt plus material handling fees and MnDOT administrative charges.
- The cost of salt for 2021 including the material handling fee and administrative costs is expected to decrease by (8.69%) from \$143,879.62 in 2020 to \$131,379.68 in 2021, with a 3% expected increase for 2022 thereafter; and
- The above dollar amounts are assuming the total of 1500-ton is applied/purchased during a snow season.
- Salt application/purchases do fluctuate each season, sometimes dramatically depending on the number of snow and ice events.
- Funding for salt is included in the annual Street Division operating budget.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed this agreement.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Amendment #2 Resolution	Resolution Letter
<input type="checkbox"/> Amendment #1 to Contract 1030429	Contract/Agreement
<input type="checkbox"/> MnDOT Salt Amendment #2	Contract/Agreement
<input type="checkbox"/> Original Agreement #1030429	Exhibit

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO AMENDMENT #2 TO MNDOT PARTNERSHIP AGREEMENT NO. 1030429 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE/STORAGE OF SALT UNTIL JUNE 30, 2022

WHEREAS, the Public Works Maintenance Facility has limited space for salt storage; and

WHEREAS, the Minnesota Department of Transportation, Cedar Avenue Truck Station is conveniently located next to the City of Richfield Maintenance Facility and has adequate storage space for both agencies; and

WHEREAS, the City Council of the City of Richfield authorized MnDOT Partnership Agreement No. 1030429 at the July 24, 2018 regular City Council meeting; and

WHEREAS, the original contract provides that if the actual cost of the salt, including material handling fee and administrative costs, exceeds the estimated 3% annual increase, an amendment must be done; and

WHEREAS, the City Council of the City of Richfield authorized Amendment #1 to MnDOT Partnership Agreement No. 1030429 at the September 10, 2019 regular City Council meeting; and

WHEREAS, the original contract provides that any amendment to the agreement must be in writing and will not be effective until it has been executed and approved by the same parties, or their successors in office, who executed the original agreement; and

WHEREAS, the cost of salt for 2021 including the material handling fee and administrative costs is expected to decrease by (8.69%) from \$143,879.62 in 2020 to \$131,379.68 in 2021, with a 3% expected increase for 2022 thereafter; and

WHEREAS, the proposed amendment requires the City to store as much salt as possible on site in an effort to minimize salt pick-up or drop-off at the Cedar Avenue Truck Station.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to enter into Amendment #2 to Partnership Agreement No. 1030429 between the City of Richfield and the Minnesota Department of Transportation for purchase/storage of salt until June 30, 2022.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

AMENDMENT # 01 TO MnDOT Partnership Agreement #: 1030429

Contract Start Date:	09/14/2018	Original Contract Amount:	\$476,845.36
Orig. Contract Exp. Date:	06/30/2022	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2022	Current Amendment Amount:	\$81,851.09
		Current Contract Total:	\$558,696.45

Project Identification: Supply Road Salt for Winter Season of 2019-2022

State Project (SP): NA Trunk Highway #: NA

Federal Project # : NA

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of Richfield (City of Richfield).

Recitals

1. The State has a contract with the City of Richfield identified as MnDOT Contract No. 1030429 ("Original Contract") to provide road salt to the City of Richfield for the winter seasons of 2019 through 2022.
2. The State and the City of Richfield are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck-out~~ and the added contract terms will be underlined.

REVISION 1. Sub-article 1.3. "**Exhibits**" is amended as follows:

- 1.3 Exhibits. Exhibit A A-1 is attached and incorporated into this agreement.

REVISION 2. Sub-article 3.2. "**Terms of Payment**", is deleted and replaced in its entirety.

- 3.2 The estimated total cost of road salt, including Material Handling fee and administrative costs, for FY 2019-2022 is shown in the table below and itemized in attached Exhibit-A-1.

Estimated Cost FY 2019	Increase %	Increase \$	\$113,978.94
FY 2020 plus	26.233%	\$29,900.08	\$143,879.62
FY 2021 plus	3.0%	\$4,316.37	\$148,196.01
FY 2022 plus	3.0%	\$4,445.86	\$152,641.89
Total Estimated Cost of Contract			\$558,696.45

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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CITY OF RICHFIELD

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

AMENDMENT # 02 TO MnDOT Partnership Agreement #: 1030429

Contract Start Date:	09/14/2018	Original Contract Amount:	\$476,845.36
Orig. Contract Exp. Date:	06/30/2022	Prev. Amendment(s) Total:	\$81,851.09
Amended Exp. Date :	06/30/2022	Current Amendment Amount:	(\$34,137.14)
		Current Contract Total:	\$524,559.31

Project Identification: City of Richfield - Supply Road Salt for Winter Season of 2019-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of Richfield (City of Richfield).

Recitals

1. The State has a contract with the City of Richfield identified as MnDOT Contract No. 1030429 ("Original Contract") to provide road salt to the City of Richfield for the winter seasons of 2019 through 2022.
2. The State and the City of Richfield are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Sub-article 1.3. "**Exhibits**" is amended as follows:

- 1.3 Exhibits. Exhibit ~~A-1~~ A-2 is attached and incorporated into this agreement.

REVISION 2. Sub-article 3.2. "**Terms of Payment**", is deleted and replaced in its entirety as follows:

- 3.2 The estimated total cost of road salt, including Material Handling fee and administrative costs, for FY 2019-2022 is shown in the table below and itemized in attached Exhibit A-2.

Estimated Cost FY 2019	Increase %	Increase \$	\$113,978.94
FY 2020 plus	26.233%	\$29,900.08	\$143,879.62
FY 2021 plus	-8.69%	\$4,316.37	\$131,379.68
FY 2022 plus	3.0%	\$4,445.86	\$135,321.07
Total Estimated Cost of Contract			\$524,559.31

REVISION 3. Articles 2.2.5 and 2.2.6 are added to the contract as follows:

- 2.2.5 Salt picked up at Cedar Avenue Truck Station will not be returned or refund requested.
- 2.2.6 City will fill their salt shed with salt picked up from Cedar Avenue Truck Station at beginning of season and only request more salt when necessary to refill city salt shed. City will avoid numerous pickups of small amounts of salt.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

CITY OF RICHFIELD

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Article 2 Partnership Proposal Reference

										****Maintenance/ Billing Overhead		Materials/ Supplies
				***Material Handling Fee						Percent	Cost	Total Cost
FY19	Materials and Supplies (Inventory)	Unit	Rate	Total	Percent	Cost						
	Salt	1500	\$67.68	\$101,520.00	12.18%	\$ 12,365.14				M/BO not charged to inventory.	\$	113,885.14
				\$0.00		\$ -					\$	-
	Total Materials and Supplies			\$0.00							\$	113,885.14

										****Maintenance/ Billing Overhead		Materials/ Supplies
				***Material Handling Fee						Percent	Cost	Total Cost
FY20	Materials and Supplies (Inventory)	Unit	Rate	Total	Percent	Cost						
	Salt	1500	\$80.68	\$121,020.00	18.79%	\$ 22,739.66				M/BO not charged to inventory.	\$	143,759.66
				\$0.00		\$ -					\$	-
	Total Materials and Supplies			\$0.00							\$	143,759.66

										****Maintenance/ Billing Overhead		Materials/ Supplies
				***Material Handling Fee						Percent	Cost	Total Cost
FY21	Materials and Supplies (Inventory)	Unit	Rate	Total	Percent	Cost						
	Salt	1500	\$71.41	\$107,115.00	22.54%	\$ 24,143.72				M/BO not charged to inventory.	\$	131,258.72
				\$0.00		\$ -					\$	-
	Total Materials and Supplies			\$0.00							\$	131,258.72

Costs of Salaries												
										****Maintenance/ Billing Overhead		Salaries Total Cost
FY19	Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries			
	1 Office & Administrative Specialist		20.62	\$10.33	25.01%	\$ 7.74	\$ 38.69	2.00	\$77.38	21.22%	\$16.42	\$93.80
	1 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00			
	1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00			
	1 Total Cost of Salaries								\$77.38		\$16.42	\$93.80

										****Maintenance/ Billing Overhead		Salaries Total Cost
FY20	Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries			
	1 Office & Administrative Specialist		21.08	\$10.33	25.64%	\$ 8.05	\$ 39.46	2.50	\$98.66	21.59%	\$21.30	\$119.96
	1 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00			
	1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00			
	Total Cost of Salaries								\$98.66		\$21.30	\$119.96

										****Maintenance/ Billing Overhead		Salaries Total Cost
				***Material Handling Fee						Percent	Cost	Total Cost
FY21	Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries			
	1 Office & Administrative Specialist		21.61	\$10.33	22.93%	\$ 7.32	\$ 39.26	2.50	\$98.16	23.23%	\$22.80	\$120.96
	1 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00			
	1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00			
	Total Cost of Salaries								\$98.16		\$22.80	\$120.96

Total Contract				\$131,379.68
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Boxes in		are input boxes.		Four year agreement with est. 3% annual increase see Table below.	
Boxes in		are notes.		Total Estimated agreement	\$524,559.31

Total Cost of Contract FY 2019	Increase %	Increase \$	Cost per FY
FY 2020 plus	<u>26.234%</u>	<u>\$29,900.68</u>	<u>\$113,978.94</u>
FY 2021 plus	<u>3.0%</u>	<u>\$4,316.39</u>	<u>\$143,879.62</u>
FY 2022 plus	<u>3.0%</u>	<u>\$4,445.88</u>	<u>\$148,196.01</u>
Total Cost of Contract			<u>\$152,641.89</u>
			<u>\$558,696.45</u>

			Cost per FY
Total Cost of Contract FY 2019	Increase %	Increase \$	\$113,978.94
FY 2020 plus	<u>26.234%</u>	<u>\$29,900.68</u>	<u>\$143,879.62</u>
FY 2021 plus	<u>-8.7%</u>	<u>-\$12,499.94</u>	<u>\$131,379.68</u>
FY 2022 plus	<u>3.0%</u>	<u>\$3,941.39</u>	<u>\$135,321.07</u>
Total Cost of Contract			<u>\$524,559.31</u>

Rates/Addititives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management

*1 Hourly **Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe
** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and
*****Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory
******Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive,

**PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF RICHFIELD
FOR
SUPPLY ROAD SALT FOR WINTER SEASON OF FY 2019-2022**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and the City of Richfield ("City of Richfield") located at: 6700 Portland Avenue South, Richfield, MN 55423

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide road salt; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. Term of Agreement; Exhibits

- 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and City of Richfield officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 10.
- 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.

2. Scope of Work and Responsibilities of Each Party.

The State will provide to the City of Richfield up to 1,500 tons of road salt (sodium chloride) per Fiscal Year (July 1-June 30) from FY 2019-2022. The City of Richfield will be charged the per-ton price plus shipping costs, a MnDOT Material Handling, and an administrative cost. The Material Handling Rates change each fiscal year. The Material Handling Rate for Fiscal Year 2019 is 12.18%. The administrative cost is .25 hours (plus normal and customary additives/rates) added each time the picked up salt is logged in MnDOT's inventory system. In Exhibit A this cost is estimated to be \$93.80 for FY 2019 and is subject to change each fiscal year.

2.1. State responsibilities. State will:

- 2.1.1 Provide up to 1,500 tons of road salt. Load salt.
- 2.1.2 Maintain and log records of salt picked up by City of Richfield in MnDOT's inventory system.
 - a) Records will be validated by both the City of Richfield and the State at pickup.
 - b) Logging the inventory items will include an administrative cost for inputting the inventory charges of approximately .25 hours per pickup.
- 2.1.3 Invoice the City of Richfield for salt on the first working day of the month following pickup.

2.2 ***The City of Richfield responsibilities.*** City of Richfield will:

- 2.2.1 Pick up salt at Cedar Avenue truck stations.
- 2.2.2 Arrange for hauling of road salt from the Cedar Avenue truck station.
- 2.2.3 Maintain records of salt picked up.
- 2.2.4 Promptly pay the State the invoiced amount.

3. **Terms of Payment**

- 3.1 State will invoice the City of Richfield on a monthly basis for the actual cost of salt picked up, Material Handling fee, and administrative cost for the term of this contract.
- 3.2 The estimated total cost of road salt, including Material Handling fee and administrative costs, for FY 2019-2022 is shown in the table below and itemized in attached Exhibit A.

Estimated Cost FY 2019	Increase %	Increase \$	\$113,978.94
FY 2020 plus	3.0%	\$3,419.37	\$117,398.31
FY 2021 plus	3.0%	\$3,521.95	\$120,920.25
FY 2022 plus	3.0%	\$3,627.61	\$124,547.86
Total Estimated Cost of Contract			\$476,845.36

- 3.3 If the actual cost of the salt, including Material Handling fee and administrative costs, exceeds the estimated 3% annual increase, as itemized in Exhibit A, an amendment will be done.
- 3.4 The City of Richfield will make payment to the order of the Commissioner of Transportation.
IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1030429
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

4. **Authorized Representatives**

- 4.1 ***Each party's Authorized Representative*** is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

4.2 ***State's Authorized Representative*** is

Name: Jay Emerson or successor
Title: South Region TOS 4
MnDOT - Metro District--Maintenance
Street Address: 1500 County Road B2, MS 050
City State Zip: Roseville, MN 55113
Telephone: 651-234-7907
Email: Jay.emerson@state.mn.us

4.3 ***City of Richfield 's Authorized Representative*** is:

Name: Chris Link, or successor
Title: Operations Superintendent
Local Gov't: City of Richfield
Billing Address: 6700 Portland Avenue South
City State Zip: Richfield, MN 55423

Street Address: 6700 Portland Avenue South
City State Zip Richfield, MN 55423
Telephone: 612-861-9174
Email: clink@cityofrichfield.org

5. **Liability**

4.4 Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of the State is governed by Minn. Stat. §3.736 and other applicable law. The liability of the City of Richfield is governed by Minn. Stat. Chapter 466 and other applicable law.

5. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the City of Richfield relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

6. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

7. **Government Data Practices:**

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

8. **Assignment and Amendments**

8.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

9. **Waiver; Contract Complete**

9.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.


9.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

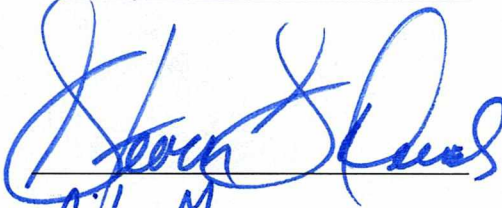
10. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party. The City of Richfield will pay the State for any costs incurred under the Agreement prior to the date of termination.

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


CITY OF RICHFIELD

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

By: 
Title: Mayor
Date: 8/24/18

By: 
Title: City Manager
Date: 8/24/18

COMMISSIONER OF TRANSPORTATION

By: 
Title: Assistant Commissioner or Assistant Division Director
Date: 9.11.18

COMMISSIONER OF ADMINISTRATION

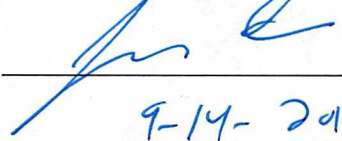
By: 
Date: 9-14-2018

Exhibit A
Estimated Cost for 2019/2022 Snow Seasons

MnDOT Contract: 1030429

Article 3 Partnership Agreement Reference

							3. Maintenance/ Billing Overhead		Materials/ Supplies			
Materials and Supplies (Inventory)	Unit/Ton	1. Rate	Total	2. Material Handling Rate			Percent	Cost	Percent	Cost	Total Cost	
Salt	1500	\$67.68	\$101,520.00	12.18%	\$		12,365.14				\$113,885.14	
			\$0.00		\$		-				\$0.00	
			\$0.00		\$		-				\$0.00	
			\$0.00		\$		-				\$0.00	
Total Materials and Supplies						\$0.00	MBO not charged to inventory.				\$113,885.14	
Costs of Salaries												
Employee - Job Class	5.Hourly Rate	6. Basic Fringe Rate	7. Labor Additive			Total Rate \$	Hours	Total Cost of Salaries	Percent	Cost	Salaries Total Cost	
1 4. Office & Adminstrative Specialist	\$20.62	\$10.33	25.01%	\$	7.74	\$	38.69	2.00	\$77.38	21.22%	\$16.42	\$93.80
1 Overtime			Fringe and Labor Additive are not charged against overtime hours				\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays							\$0.00		\$0.00		\$0.00	\$0.00
1									\$77.38		\$16.42	\$93.80
Total Cost of Salaries									\$77.38		\$16.42	\$93.80
Total Contract												\$113,978.94

Boxes in are input boxes.
Boxes in are notes.

Four year agreement with est. 3% annual increase see Table below.

Estimated Cost FY 2019	Increase %	Increase \$	\$113,978.94
FY 2020 plus	3.0%	\$3,419.37	\$117,398.31
FY 2021 plus	3.0%	\$3,521.95	\$120,920.25
FY 2022 plus	3.0%	\$3,627.61	\$124,547.86
Total Estimated Cost of Contract			\$476,845.36

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

1. **Rate** is the Unit Rate. For instance the rate can be per gallon, ton, hour, week, mile. This rate is an estimate. Actual cost will change as the cost to MnDOT changes.
2. **Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.
3. **Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items, but is applied to Office & Administrative Specialist (Employee - Job Class) Hours when inventory items are charged.
4. **Office & Administrative Specialist (Employee - Job Class) Hours.** Inventory items are charged using the MnDOT RCA timesheet system. The system requires that .25 hours of administrative time must be charged when inventory items are entered or the charge will be rejected. This is an estimate based on entering inventory items 8 times during a year with .25 hours used per time equaling 2 hours over a year.
5. **Hourly Rate** = the hourly rate of the employee.
6. **Basic Fringe** = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. A basic fringe rate of \$10.33 for FY
7. **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) ss
)
CITY OF RICHFIELD)

I, Elizabeth VanHoose, being the duly qualified city clerk of the City of Richfield, Hennepin County, Minnesota, do hereby certify that the foregoing is a true and exact copy of Resolution No. 11524

And that the same is on file and on record in my office.

Given under my hand and seal

This 25th day of July, 2018



Elizabeth VanHoose
City Clerk
City of Richfield
Hennepin County, Minnesota

RESOLUTION NO. 11524


RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO MNDOT PARTNERSHIP AGREEMENT NO. 1030429 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE/STORAGE OF SALT UNTIL JUNE 30, 2022

WHEREAS, the Public Works Maintenance Facility has limited space for salt storage; and

WHEREAS, the Minnesota Department of Transportation, Cedar Avenue Truck Station is conveniently located next to the City of Richfield Maintenance Facility and has adequate storage space for both agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to enter into Partnership Agreement No. 1030429 between the City of Richfield and the Minnesota Department of Transportation for purchase/storage of salt until June 30, 2022.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of July, 2018.



Pat Elliott, Mayor

ATTEST:



Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 122
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Myrt Link, Community Development Accountant

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
10/6/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution approving a License Agreement with Spohn's Automotive Inc. for the parking lot at Cedar Avenue and Diagonal Boulevard and authorize the City Manager and Mayor to execute any renewals to the License Agreement after October 13, 2020.

EXECUTIVE SUMMARY:

In 2001, the City of Richfield (City) worked with the Minnesota Department of Transportation (MnDOT) to secure a commercial lease for the construction of a parking lot on excess MnDOT right-of-way. In return, the City leased the parking lot to the Transmission Shop, Inc. located at 6958 Cedar Avenue.

In September of 2020, the Transmission Shop, Inc. sold their business to Spohn's Automotive, Inc. Spohn's intends on continuing to use the property in the same manner as the previous business. Per our attorney, the License Agreement (Agreement) was not transferable; the Council must approve a new Agreement with Spohn's Automotive, Inc.

RECOMMENDED ACTION:

By motion: Approve a resolution approving the License Agreement between the City of Richfield and Spohn's Automotive, Inc. for the parking lot at Cedar Avenue and Diagonal Boulevard and authorize the City Manager and Mayor to execute any renewals to the License Agreement after October 13, 2020.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In August 2001 the City approved a Commercial Lease between the City and MnDOT for the construction of a parking lot on excess right-of-way land at approximately Cedar Avenue and Diagonal Boulevard.
- At the same time the City also approved a License Agreement with the Transmission Shop, Inc. for the use of the parking lot. The parking lot was constructed by the Transmission Shop, Inc. and they have paid the property taxes since 2001.
- On June 6, 2018 the City Council gave approval to the City Manager and Mayor to execute any renewals to the Amendment of Commercial Lease with MnDOT and Amendment to License Agreement.
- In September 2020 the Transmission Shop, Inc. sold their business to Spohn's Automotive, Inc.

which requires a new License Agreement to be executed.

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

- Amendments to the Lease with MnDOT are set for another two years. They are set to expire on June 30, 2022.
- This License Agreement could terminate if MnDOT needs the land for highway purposes.

C. CRITICAL TIMING ISSUES:

The sale between the Transmission Shop Inc. and Spohn's Automotive, Inc. has already taken place. There needs to be a signed License Agreement between Spohn's Automotive, Inc. and the City.

D. FINANCIAL IMPACT:

- There is no financial impact to the City.
- Since this is essentially a "pass through" license agreement of a property we do not own, staff does not believe that the City could charge rent for use of this site.

E. LEGAL CONSIDERATION:

Kennedy and Graven prepared the attached resolution and License Agreement.

ALTERNATIVE RECOMMENDATION(S):

Do not approve the License Agreement with Spohn's Automotive, Inc.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
☐	Resolution	Resolution Letter
☐	License Agreement	Contract/Agreement

CITY OF RICHFIELD, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A LICENSE AGREEMENT WITH SPOHN'S AUTOMOTIVE, INC.

WHEREAS, the City of Richfield, Minnesota (the "City") holds an interest in certain property located in the City (the "Property") pursuant to a lease agreement between the City, as tenant, and the State of Minnesota, department of Transportation, as landlord; and

WHEREAS, Spohn's Automotive, Inc., a Minnesota corporation (the "Grantee"), has proposed to license a tract of land within the Property located at 6945 Cedar Avenue (the "Licensed Premises") for the purpose of the temporary parking of passenger motor vehicles for continuous periods of not more than one week; and

WHEREAS, there has been presented before the City Council of the City a form of License Agreement (the "License Agreement") between the City and the Grantee, pursuant to which the City will agree to license the Licensed Premises to the Grantee under the terms set forth therein; and

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

1. The License Agreement is hereby in all respects authorized, approved, and confirmed, and the Mayor and the City Manager are hereby authorized and directed to execute the License Agreement for and on behalf of the City in substantially the form now on file with the City Council but with such modifications as shall be deemed necessary, desirable, or appropriate, the execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

2. The Mayor and the City Manager are hereby authorized to execute and deliver to the Grantee any and all documents deemed necessary to carry out the intentions of this resolution and the License Agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of this ____ day of _____, 2020, by and between THE CITY OF RICHFIELD, MINNESOTA, a Minnesota municipal corporation, (hereinafter referred to as "Grantor"), and the SPOHN'S AUTOMOTIVE, INC., a Minnesota corporation (hereinafter referred to as "Grantee").

WITNESSETH:

BACKGROUND.

Grantor currently holds an interest in the property that is the subject of this license agreement by virtue of a lease agreement between it, as tenant and the State of Minnesota, Department of Transportation, as Landlord. A copy of the lease agreement is attached hereto as Exhibit A (hereafter referred to as the "Lease"). Grantee acknowledges that until such time as Grantor acquires title to the property, all of Grantor's rights to and in the property that is subject to this Agreement derive from the Lease, and are subject to the provisions and terms of the Lease.

ARTICLE I - GRANT, TERM.

1.1 LICENSED PREMISES. In consideration of the fees, covenants and agreements herein reserved and contained on the part of Grantee to be performed, Grantor does hereby license to Grantee the tract of land located at 6945 Cedar Avenue, Richfield, Minnesota and located on land legally described in the attached Exhibit A (hereinafter referred to as the "Licensed Premises").

1.2 TERM AND EXTENSIONS. The term of this License shall commence on the Commencement Date, and, unless extended as hereinafter provided, will terminate on June 30, 2022 or such earlier date as may be determined in accordance with the provisions of this Agreement. At the expiration of the term the Grantee agrees to vacate the Licensed Premises and deliver the same to the Grantor. Grantee acknowledges that as long as the Lease or its extension is in place, Grantor's ability to extend this Agreement is dependent upon whether the Grantor's Lease is extended. Grantor agrees that so long as Grantee requests an extension, and is not in default of its obligations hereunder, and further assuming that the use of the Licensed Premises remains appropriate, that it will utilize its best efforts to obtain an extension of the Lease, and if successful, will extend this Agreement as well. Upon the acquisition of the property, Grantor shall be entitled to terminate this License at any time following the giving of 180 days written notice of such termination. Grantor may also terminate the License based on a good faith determination by the Grantor that the property owned by Grantee located at 6958 Cedar Avenue is needed for redevelopment or other public purposes.

ARTICLE II - USE OF LICENSED PREMISES

2.1 GRANTEE'S USE. During the term of this License, the Licensed Premises may be used only for the purpose of the temporary parking of passenger motor vehicles for continuous periods of not more than one week. At Grantor's written direction, the Grantee shall immediately remove from the lot any vehicle, equipment or item that does not in Grantor's reasonable judgment comply with that purpose.

2.2 IMPROVEMENTS TO LICENSED PREMISES. With ten days' notice and consent from the Grantor, the Grantee may cut, trim, or remove from the Licensed Premises such trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the Grantee's use of or the function of Licensed Premises.

ARTICLE III - LICENSE FEE

3.1 LICENSE FEE. No license fee is required.

ARTICLE IV - TAXES

4.1 TAXES. The Grantee shall be responsible for all real estate taxes and installments on special assessments which are due and payable in any year following the Commencement Date and continuing until the termination of this Agreement or any extensions thereof.

ARTICLE V - UTILITIES

5.1 CHARGES. Grantee shall pay for all utility services furnished the Grantee for use on the Licensed Premises.

ARTICLE VI - MAINTENANCE AND REPAIRS

6.1 ACCEPTANCE OF LICENSED PREMISES. The Grantee accepts the Licensed Premises AS IS, and WHERE IS with all faults and defects. Grantee shall be responsible, at its cost and expense to maintain and repair the Licensed Premises to the required standards of the City of Richfield, during the term of this Agreement. Grantee acknowledges that the Grantor shall have no obligation of any nature to maintain, preserve or repair the Licensed Premises.

ARTICLE VII - ALTERATIONS

7.1 NOTICE TO GRANTOR. Prior to the initiation of any alterations costing more than \$5,000, Grantee shall give Grantor written notice thereof and specify the work to be performed in reasonable detail and include the names of the contractors and materialmen to be utilized. After receipt of said notice, Grantor shall have a reasonable period of time during which it shall make a determination, in its sole discretion, whether or not to permit the work. Grantee shall provide Grantor upon request with any further information reasonably necessary

for such determination by Grantor and Grantee shall not commence work or accept materials prior to receiving written notice of Grantor's determination.

ARTICLE VIII - DESTRUCTION AND RESTORATION

8.1 DAMAGED. If a significant portion of the Licensed Premises shall be damaged by any casualty whether insured or uninsured, the Grantor shall have no obligation to repair or rebuild the Licensed Premises. Grantee shall have the option to rebuild or repair or to terminate this License by exercise of notice to Grantor.

ARTICLE IX - PUBLIC LIABILITY, INDEMNITY

9.1 GRANTEE'S LIABILITY INSURANCE. Grantee shall, during the entire term hereof, keep in full force and effect a policy of liability and property damage insurance with respect to the Licensed Premises, and the business operated by Grantee, in which the limits of liability shall be \$1,000,000.

9.2 INDEMNIFICATION. Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify and defend the other party against all claims, expenses and liabilities incurred, including reasonable attorneys' fees, in connection with loss of life, personal injury, or property damage arising out of any occurrence in, upon or at the Licensed Premises, or the occupancy or use thereof by said party, or occasioned wholly or in part by any act or omission of said party, its agents, employees, contractors. This provision shall not be deemed as a waiver of any statutory liability limits available to Grantor.

ARTICLE X - ASSIGNMENT AND SUBLICENSING

10.1 NO ASSIGNMENT BY GRANTEE. Grantee may not assign this License to a third party, including, without limitation, a purchaser of Grantee's business at 6958 Cedar Avenue, without prior written consent of the Grantor.

ARTICLE XI - GRANTEE'S DEFAULT

11.1 EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Grantee under this License:

- (a) Grantee shall fail to pay when due any payments or other charges provided herein, or any portion thereof and the same shall remain unpaid for a period of ten (10) days after the same has become due; or
- (b) Grantee shall do or permit to be done anything which creates a lien of record upon the Licensed Premises; and does not cause said lien to be released within ten (10) days after written notice from Grantor; or

(c) Grantee has failed to comply with any other provision of this License and has not cured any failure within thirty (30) days (or five (5) days in the case of non-compliance with Section 2.1), or such longer period of time as may be reasonably required to cure such default, after Grantor, by written notice, has informed Grantee of such noncompliance.

11.2 GRANTOR'S REMEDIES. Upon the occurrence of any of the above events of default, Grantor may without providing a notice of termination, or without affording Grantee an opportunity to cure (except as to matters for which the right to cure is specifically given in this Agreement), immediately notify Grantee of such default and may, with such notice, retake possession of the Licensed Premises.

11.3 COSTS, EXPENSES AND ATTORNEYS' FEES. If one party is required to seek legal counsel for collection or to commence or defend litigation in order to enforce or enjoy the covenants and agreements in this License, the party prevailing in such collection, litigation shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorneys' fees.

ARTICLE XII -- GRANTOR DEFAULT

12.1 DEFAULT NOTICE TO GRANTOR. Should Grantor default in the performance of any of the covenants on the part of the Grantor to be kept or performed and such default shall continue for ten (10) days after written notice to Grantor from Grantee specifying such default, Grantee shall have the same remedy as is available to the Grantor in section 10.2 above.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 COVENANT OF QUIET ENJOYMENT. Grantee, subject to the terms and provisions of this License, on payment of the license fee and observing, keeping and performing all of the terms and provisions of this License on its part to be observed, kept and performed, shall lawfully, peaceably and quietly and exclusively have, hold occupy and enjoy the Licensed Premises during the term hereof without hindrance or objection by any persons lawfully claiming under Grantor.

13.2 ACCESS TO LICENSED PREMISES. Grantee shall allow Grantor and its officers, agents, assigns, contractors and employees access to the Licensed Premises during regular business hours, on 48 hours' prior notice for purposes of inspecting, surveying, testing and any other pre-demolition activities which are deemed necessary to the Grantor for purposes of reuse of the Licensed Premises. The Grantor will use reasonable efforts not to interrupt or disturb Grantee's business in the course of conducting said activities, and shall indemnify Grantee for any damage to inventory, stock, moveable trade fixtures and like items occasioned by such activities.

13.3 SURRENDER OF LICENSED PREMISES. At the expiration or termination of this License, Grantee shall surrender the Licensed Premises in an "as is" condition, but may remove therefrom all advertising signs and devices and all other property placed on the Licensed Premises by Grantee. All such items not removed shall forfeit to and be deemed the exclusive property of Grantor.

13.4 LIENS. Grantee agrees not to suffer or allow any liens to be placed against the Licensed Premises as a result of Grantee's activities during the term of this Agreement; including, without limitation any liens for labor or materials provided for any repair, maintenance, modification, alteration or construction of the Licensed Premises.

13.5 NO DAMAGES, NO RELOCATION BENEFITS. Grantee understands and acknowledges that Grantor is willing to enter into this Agreement and carry out its obligations hereunder only because Grantee has agreed that it will make no claim for damages upon termination of this Agreement. Specifically, and without limitation of the foregoing, Grantee understands that upon the expiration or other termination of this Agreement, Grantor has no obligation to provide it with other parking, to compensate it for the value of lost parking, to compensate it for the impact of the lost parking on the value of the business, or on the income or profitability of the business, to acquire the business or any part thereof, to pay or offer relocation benefits or relocation assistance.

13.6 NO PROPERTY INTEREST. This instrument is not a lease, creates no landlord-Tenant relationship, and nothing in this Agreement will be deemed to create any property interest other than as expressed in this Agreement.

13.7 GOVERNING LAW. The laws of the State of Minnesota will govern the validity and interpretation of this Agreement.

13.8 NOTICES. Any notice which is required under this License shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U. S. Mail whichever shall first occur.

13.9. APPROVAL OF EXTENSIONS. The Mayor and the City Manager of the City of Richfield may approve future extension of this Agreement without further action from the City Council.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

GRANTOR:
THE CITY OF RICHFIELD

By: _____
Maria Regan Gonzalez
Its: Mayor

By: _____
Katie Rodriquez
Its: City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this day of _____, 2020, by Maria Regan Gonzalez, the Mayor of the City of Richfield, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the Grantor.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this day of _____, 2020, by Katie Rodriquez, the City Manager of the City of Richfield, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the Grantor.

Notary Public

GRANTEE:

SPOHN'S AUTOMOTIVE, INC.

By: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me this day of _____, 2020,
by _____, the _____ of Spohn's
Automotive, Inc., a Minnesota corporation, on behalf of the Grantee.

Notary Public



STAFF REPORT NO. 125
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer
10/5/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider a resolution adopting the annual Lyndale/HUB/Nicollet (LHN) Maintenance District assessment.

EXECUTIVE SUMMARY:

The Lyndale/HUB/Nicollet (LHN) maintenance assessment was established to recover special maintenance expenses in the LHN area in 1981. The current services include:

- Maintenance and operation of irrigation
- Weed control
- Mowing
- Trash and litter removal
- Maintenance of street lighting system
- Fence maintenance

The LHN Redevelopment Area is approximately bounded by 64th Street, 1st Avenue, 67th Street, and Emerson Avenue (map attached).

In late 2019 City Council directed staff to discontinue maintenance district assessments for the LHN Redevelopment Area. This is because with the recent redevelopment and corresponding maintenance agreements there has been a shift in responsibility towards the property owner related to items like irrigation and boulevard maintenance. In addition, there are road elements that were once considered a "special feature" going in city-wide, no longer making them "special", like planted medians. Therefore, this will be the final assessment to these properties and the owners have been notified.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion adopt a resolution adopting the assessment on the Lyndale/HUB/Nicollet (LHN) district for costs incurred to maintain the area for 2019.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City staff has determined actual costs of current services to be assessed for the 2019 maintenance of this area to be \$27,269.66.
- Fluctuations in expenditures for maintenance of LHN are caused by a number of factors:
 - Changes in water use and irrigation costs;
 - Concrete repair variations; and
 - Demand of aging infrastructure updates.

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

- Section 825 of the City Code indicates “current services” mean one or more of the following:
 - (a) snow, ice, or rubbish removal from sidewalks;
 - (b) weed elimination from streets or private property;
 - (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
 - (d) installation or repair of water service lines;
 - (e) street sprinkling, sweeping, or other dust treatment of streets;
 - (f) the trimming and care of trees and the removal of unsound trees from any street;
 - (g) the treatment and removal of insect-infested or diseased trees on private property;
 - (h) the repair of sidewalks and alleys;
 - (i) the operation of a street lighting system;
 - (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
 - (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was done for 2019.
- Commercial property owners will be assessed on a per-square-foot basis.
- The proposed assessment was properly filed with the City Clerk.
- Notice of assessment and the public hearing was mailed to all property owners on the assessment roll on September 15, 2020.
- Notice of the public hearing was published in the official newspaper on September 24, 2020.

C. CRITICAL TIMING ISSUES:

- Each year the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under Section 825 of the City Code. This list is available at the offices of the City Clerk, Assessing, and Public Works.
- The list is submitted to the County Auditor and due to Hennepin County by the end of November annually.

D. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the LHN maintenance services from 2003-2019 are:

<u>Year</u>	<u>Estimated</u>	<u>Actual</u>
2003	\$50,000	\$37,785.67
2004	\$50,000	\$44,031.39
2005	\$50,000	\$45,385.31
2006	\$50,000	\$45,648.56
2007	\$50,000	\$51,605.29
2008	\$50,000	\$49,999.99
2009	\$50,000	\$49,747.02
2010	\$50,000	\$32,459.40
2011	\$50,000	\$39,090.87
2012	\$50,000	\$32,244.51
2013	\$50,000	\$25,522.16
2014	\$50,000	\$29,415.52
2015	\$50,000	\$27,321.07

2016	\$50,000	\$26,025.24
2017	\$50,000	\$24,107.92
2018	\$50,000	\$84,041.38
2019	\$50,000	\$27,269.66

E. LEGAL CONSIDERATION:

The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
▣ 2020 LHN Assessment Roll	Exhibit
▣ 2019 LHN Assessment Resolution	Resolution Letter
▣ LHN Assessment Map	Exhibit

2020 Lyndale/Hub/Nicollet (LHN) Assessment for 2019 Work		
Property ID	Street	Amount
27-028-24-23-0084	Lyndale Ave S	\$80.22
27-028-24-23-0085	Lyndale Ave S	\$60.18
27-028-24-23-0086	Lyndale Ave S	\$119.87
27-028-24-23-0087	Lyndale Ave S	\$215.80
27-028-24-23-0088	Lyndale Ave S	\$228.94
27-028-24-23-0090	Lyndale Ave S	\$270.49
27-028-24-13-0001	Nicollet Ave S	\$396.32
27-028-24-13-0052	Nicollet Ave S	\$134.24
27-028-24-13-0053	Nicollet Ave S	\$291.59
27-028-24-13-0115	66th St E	\$33.45
27-028-24-23-0010	Lyndale Ave S	\$304.91
27-028-24-23-0074	Lyndale Ave S	\$494.04
27-028-24-23-0115	ADDRESS PENDING	\$189.11
27-028-24-24-0057	Nicollet Ave S	\$146.42
27-028-24-24-0063	66th St W	\$254.66
27-028-24-32-0132	Lyndale Ave	\$91.89
27-028-24-32-0133	Grand Ave	\$254.87
27-028-24-32-0134	ADDRESS PENDING	\$186.06
27-028-24-32-0137	Lyndale Ave S	\$1,478.68
27-028-24-42-0078	Nicollet Ave S	\$723.54
28-028-24-14-0010	66 th St W	\$514.25
28-028-24-14-0011	65th St W	\$259.60
28-028-24-14-0370	ADDRESS PENDING	\$269.94
27-028-24-32-0126	Lyndale Ave S	\$145.77
28-028-24-41-0039	66th St W	\$282.74
27-028-24-13-0116	Nicollet Ave S	\$1,398.05
27-028-24-23-0082	66th St W	\$1,225.97
27-028-24-23-0111	Lyndale Ave S	\$1,388.91
27-028-24-23-0112	Lyndale Ave S	\$655.08
27-028-24-23-0113	Lyndale Ave S	\$523.97
27-028-24-23-0114	Lyndale Ave S	\$843.99
27-028-24-23-0116	ADDRESS PENDING	\$1,904.61
27-028-24-24-0040	Nicollet Ave S	\$101.28
27-028-24-24-0060	Nicollet Ave S	\$772.59
27-028-24-24-0061	65th St W	\$5,665.17
27-028-24-24-0064	66th St W	\$1,464.69
27-028-24-24-0065	Nicollet Ave S	\$267.00
27-028-24-32-0127	Lyndale Ave S	\$498.52
27-028-24-32-0138	66th St W	\$181.59
27-028-24-32-0139	Lake Shore Dr	\$739.61
27-028-24-32-0452	Lyndale Ave S	\$1,737.46
28-028-24-14-0372	ADDRESS PENDING	\$473.59
Total:		\$27,269.66

RESOLUTION NO.

**RESOLUTION ADOPTING ASSESSMENT FOR THE
LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE FOR
THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2019**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and passed upon all objections to the proposed assessment for current services related to maintenance of the Lyndale/Hub/Nicollet (LHN) Redevelopment Area, which is approximately bounded by 64th Street, First Avenue, 67th Street, and Emerson Avenue in the City of Richfield.

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

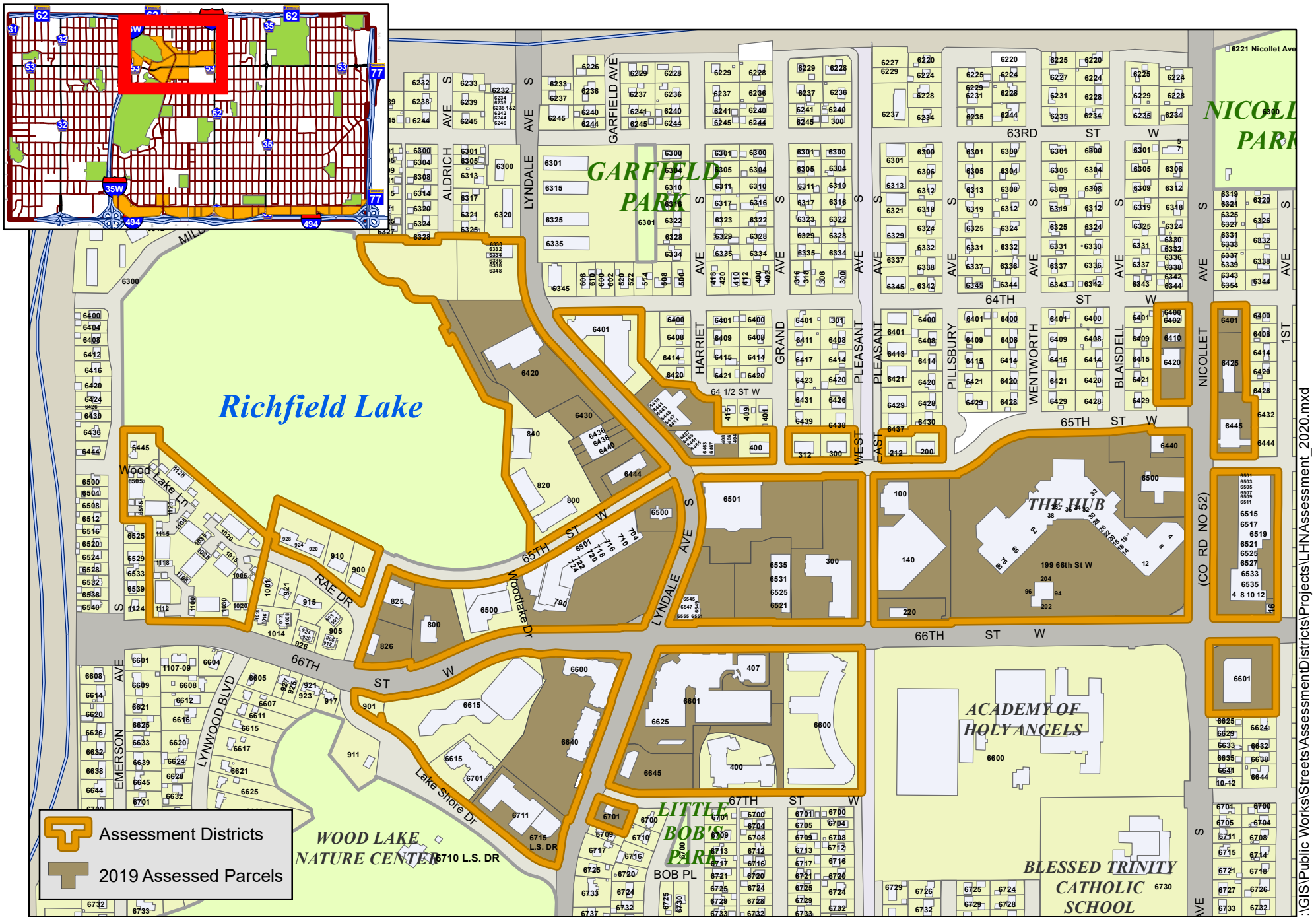
1. Such proposed assessment roll, in the total amount of \$27,269.66 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of assessment levied against it.
2. Such assessment shall be payable before or during 2021 and shall bear interest at the rate of five percent (5%) from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Finance Division, except that no interest shall be charged if the entire assessment is paid before November 12, 2020. A property owner may, at any time prior to November 15 pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the proper tax lists of the County and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Passed by the City Council of the City of Richfield, Minnesota, this 13th day of October, 2020.

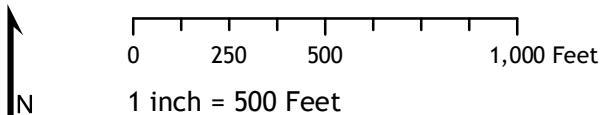
Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



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Lyndale-Hub-Nicollet (LHN)

Assessment District

Richfield, Minnesota





STAFF REPORT NO. 124
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer
10/5/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider resolutions adopting the annual Interstate/Lyndale/Nicollet (ILN) Project Area assessment and proposed work for 2021.

EXECUTIVE SUMMARY:

The ILN Project Area assessment was established to recover special maintenance expenses in the 77th Street area in 1988. The current services include:

- Maintenance and operation of irrigation systems
- Weed control
- Mowing
- Fertilization
- Trash and litter removal
- Re-plantings

These current services are provided on both sides of the 77th Street wall. The maintenance functions are funded through a maintenance assessment on 77th Street commercial properties.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion:

- 1. Adopt a resolution adopting the assessment on the ILN Project Area for costs incurred to maintain the area for 2019.**
- 2. Adopt a resolution ordering the undertaking of the current service project within the ILN Project Area for 2021.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City staff has determined the actual assessment costs of current services for 2019 for this area to be \$54,621.75.
- The estimate for 2021 maintenance is \$80,000.
- Fluctuations in expenditures for maintenance of the 77th Street Project Area are caused by a number of factors:
 - Changes in water use and irrigation costs;

- Concrete repair variations;
- Demand for aging infrastructure updates; and
- Need for re-plantings.

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

- Section 825 of the City Code indicates “current services” mean one or more of the following:
 - (a) snow, ice, or rubbish removal from sidewalks;
 - (b) weed elimination from streets or private property;
 - (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
 - (d) installation or repair of water service lines;
 - (e) street sprinkling, sweeping, or other dust treatment of streets;
 - (f) the trimming and care of trees and the removal of unsound trees from any street;
 - (g) the treatment and removal of insect-infested or diseased trees on private property;
 - (h) the repair of sidewalks and alleys;
 - (i) the operation of a street lighting system;
 - (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
 - (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was completed for 2019.
- Resolution No. 7405, adopted in 1988, established a policy for assessing the costs.
- Commercial property owners will be assessed on a per-square-foot basis; however, all single family and multi-family residential properties, plus the two churches in the area, would be exempt from the special assessment levy.
- The proposed assessment was properly filed with the City Clerk.
- Notice of the public hearing was mailed to all owners described on the assessment roll on September 15, 2020.
- The public hearing notice was published in the official newspaper on September 24, 2020.

C. CRITICAL TIMING ISSUES:

- Each year the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under Section 825 of the City Code. This list is available at the offices of the City Clerk, Assessing, and Public Works.
- The assessment roll is submitted to the County Auditor and is due to Hennepin County by the end of November annually.

D. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the ILN Project Area maintenance services from 2003-2019 are:

<u>Year</u>	<u>Estimate</u>	<u>Actual</u>
2003	\$80,000	\$59,831.07
2004	\$80,000	\$63,842.79
2005	\$80,000	\$64,841.54
2006	\$80,000	\$69,606.52
2007	\$80,000	\$77,441.46
2008	\$80,000	\$77,000.01
2009	\$80,000	\$62,894.55
2010	\$80,000	\$64,124.81
2011	\$80,000	\$72,427.48
2012	\$80,000	\$78,286.46
2013	\$80,000	\$59,779.82
2014	\$80,000	\$71,499.01
2015	\$80,000	\$59,557.56
2016	\$80,000	\$71,489.33

2017 \$80,000 \$77,790.83

2018 \$80,000 \$71,528.09

2019 \$80,000 \$54,621.75

E. LEGAL CONSIDERATION:

The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2020 ILN Assessment Roll	Exhibit
<input type="checkbox"/> 2019 Resolution	Resolution Letter
<input type="checkbox"/> 2021 Resolution	Resolution Letter
<input type="checkbox"/> ILN Assessment Map	Exhibit

2020 Interstate/Lyndale/Nicollet (ILN) Assessment for 2019 Services		
Property ID	Street	Amount
33-028-24-43-0019	76th St W	\$1,482.03
33-028-24-43-0049	Meridian Crossings	\$2,537.33
33-028-24-43-0050	Meridian Crossings	\$2,781.83
33-028-24-43-0051	77th St W	\$146.35
33-028-24-44-0112	Lyndale Ave S	\$1,191.67
33-028-24-44-0114	Lyndale Ave S	\$13.93
33-028-24-44-0128	Aldrich Ave S	\$9.60
33-028-24-44-0129	Lyndale Ave S	\$0.88
34-028-24-33-0081	Lyndale Ave S	\$933.01
34-028-24-33-0082	Lyndale Ave S	\$85.14
34-028-24-33-0150	Lyndale Ave S	\$323.84
34-028-24-33-0151	Lyndale Ave S	\$323.84
34-028-24-33-0152	Lyndale Ave S	\$323.84
34-028-24-33-0153	Lyndale Ave S	\$323.84
34-028-24-33-0154	Lyndale Ave S	\$323.84
34-028-24-33-0155	Lyndale Ave S	\$323.84
34-028-24-34-0001	78th St W	\$184.04
34-028-24-34-0053	78th St W	\$1,199.49
34-028-24-34-0054	Wentworth Ave	\$258.91
34-028-24-34-0056	78th St W	\$297.61
34-028-24-34-0057	Pillsbury Ave	\$432.25
34-028-24-34-0058	Pillsbury Ave	\$68.93
34-028-24-34-0059	Pillsbury Ave	\$60.32
34-028-24-44-0006	Portland Ave	\$187.26
34-028-24-44-0007	Portland Ave	\$295.82
34-028-24-44-0023	78th St E	\$374.66
34-028-24-44-0024	5th Ave S	\$131.40
34-028-24-44-0025	5th Ave S	\$130.97
34-028-24-44-0027	5th Ave S	\$172.97
34-028-24-44-0028	77th St E	\$132.06
34-028-24-44-0029	4th Ave S	\$267.18
34-028-24-44-0030	4th Ave S	\$204.87
34-028-24-34-0061	Pillsbury Ave	\$129.47
34-028-24-34-0065	Nicollet Ave S	\$239.51
34-028-24-34-0066	Nicollet Ave S	\$226.27
34-028-24-44-0032	77th St E	\$471.33
34-028-24-44-0036	77th St E	\$4,397.97
35-028-24-33-0006	Portland Ave	\$287.98
35-028-24-33-0008	Portland Ave	\$353.91
35-028-24-44-0004	Cedar Ave S	\$700.71
35-028-24-44-0006	78th St E	\$422.17
35-028-24-34-0002	78th St E	\$319.44
35-028-24-43-0008	78th St E	\$600.36
33-028-24-44-0110	Lyndale Ave S	\$1,191.67
33-028-24-44-0113	Lyndale Ave S	\$158.11
33-028-24-44-0115	Lyndale Ave S	\$125.57
33-028-24-44-0231	78th St W	\$4,814.34
33-028-24-44-0232	78th St W	\$4,216.20
33-028-24-44-0233	Lyndale Ave S	\$302.41
33-028-24-44-0234	78th St W	\$217.97
33-028-24-44-0235	78th St W	\$153.45
33-028-24-44-0236	ADDRESS UNASSIGNED	\$300.50
34-028-24-33-0087	77th St W	\$627.19
34-028-24-33-0088	77th St W	\$1,343.03
34-028-24-33-0156	77th St W	\$3,843.61

34-028-24-34-0055	Wentworth Ave	\$258.49
34-028-24-34-0060	Pillsbury Ave	\$129.45
34-028-24-34-0073	Pillsbury Ave	\$525.11
34-028-24-43-0005	2nd Ave S	\$517.35
34-028-24-43-0077	2nd Ave S	\$298.74
34-028-24-43-0078	Nicollet Ave S	\$5,245.89
34-028-24-44-0031	5th Ave S	\$393.62
34-028-24-44-0037	78th St E	\$414.80
35-028-24-33-0009	78th St E	\$322.31
35-028-24-43-0077	ADDRESS UNASSIGNED	\$2,102.55
35-028-24-44-0010	77th St E	\$1,792.68
35-028-24-44-0033	78th St E	\$1,201.35
35-028-24-44-0034	78th St E	\$452.69
Total:		\$54,621.75

RESOLUTION NO.

**RESOLUTION ADOPTING ASSESSMENT ON
INTERSTATE-LYNDAL-NICOLLET (ILN) PROJECT AREA MAINTENANCE FOR
THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2019**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to maintenance of the ILN Project Area, which is approximately bounded by I-35W, 77th Street, I-494 and Cedar Avenue.

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

1. Such proposed assessment roll in the total amount of \$54,621.75 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of assessment levied against it.
2. Such assessment shall be payable before or during 2021 and shall bear interest at the rate of five percent (5%) from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Finance Division, except that no interest shall be charged if the entire assessment is paid by November 12, 2020. A property owner may, at any time prior to November 15, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessment shall be collected and paid over in the same manner in other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION ORDERING THE UNDERTAKING OF CURRENT SERVICE PROJECT WITHIN THE INTERSTATE-LYNDALE-NICOLLET (ILN) PROJECT AREA FOR THE PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2021

WHEREAS, pursuant to ordinance, the City Council of the City of Richfield did establish a special assessment district and did propose that certain current services be undertaken by the City in the ILN Project Area, approximately bounded by I-35W, 77th Street, I-494 and Cedar Avenue and that the cost of such services be specially assessed against benefited property; and

WHEREAS, the City Council of the City of Richfield did also by such resolution set the date of the public hearing on the undertaking of such current service project and the levying of special assessment to bear the cost thereof; and

WHEREAS, following due notice, such public hearing was held on October 13, 2020, at which time all interested parties desiring to be heard were given an opportunity to be heard.

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

1. That the following examples of current services of the City shall be undertaken by the City within the ILN Project Area, which area constitutes the special assessment district with the exception of residential properties, plus the two churches in the area, with the cost of such services to be specially assessed against the benefited property within the district:
 - a. Snow, ice or rubbish removal;
 - b. Weed elimination;
 - c. Elimination or removal of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Section 463.15 to 463.26;
 - d. Installation and repair of water service lines;
 - e. Street sprinkling or other dust treatment of streets;
 - f. The treatment and removal of insect-infested or diseased trees on private property;
 - g. Trimming and care of trees and the removal of unsound trees;
 - h. Repair of sidewalks, crosswalks and other pedestrian walkways;
 - i. Operation of the street lighting system;
 - j. Maintenance of landscaped areas and other public amenities on or adjacent to street right-of-way; and
 - k. Snow removal and other maintenance of streets.

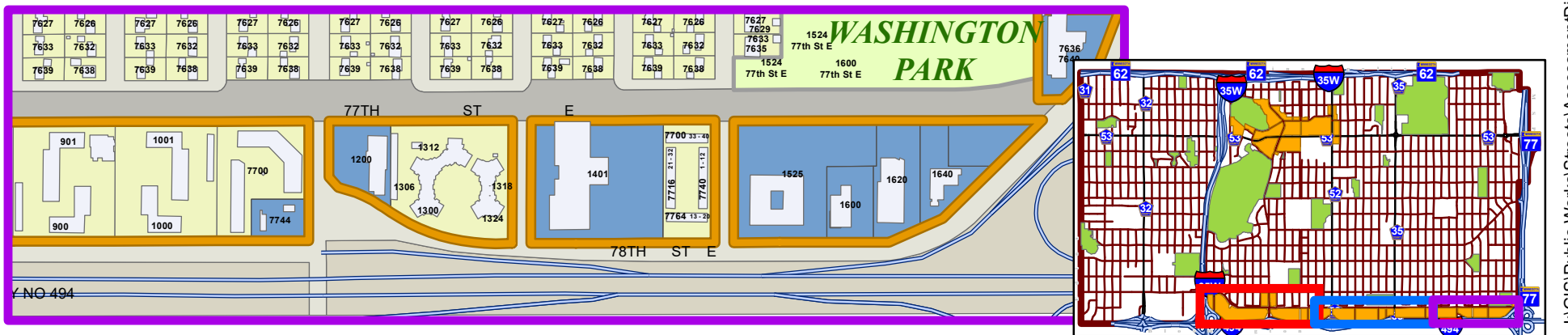
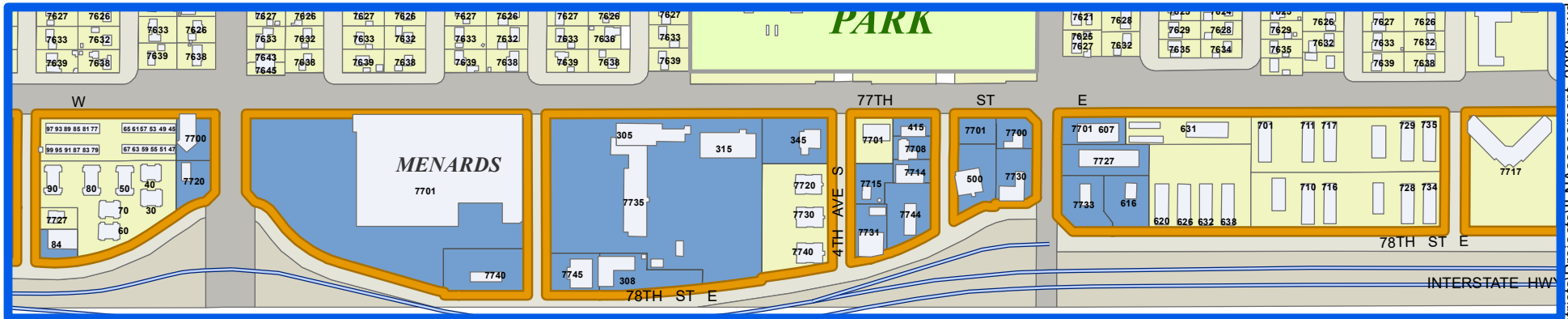
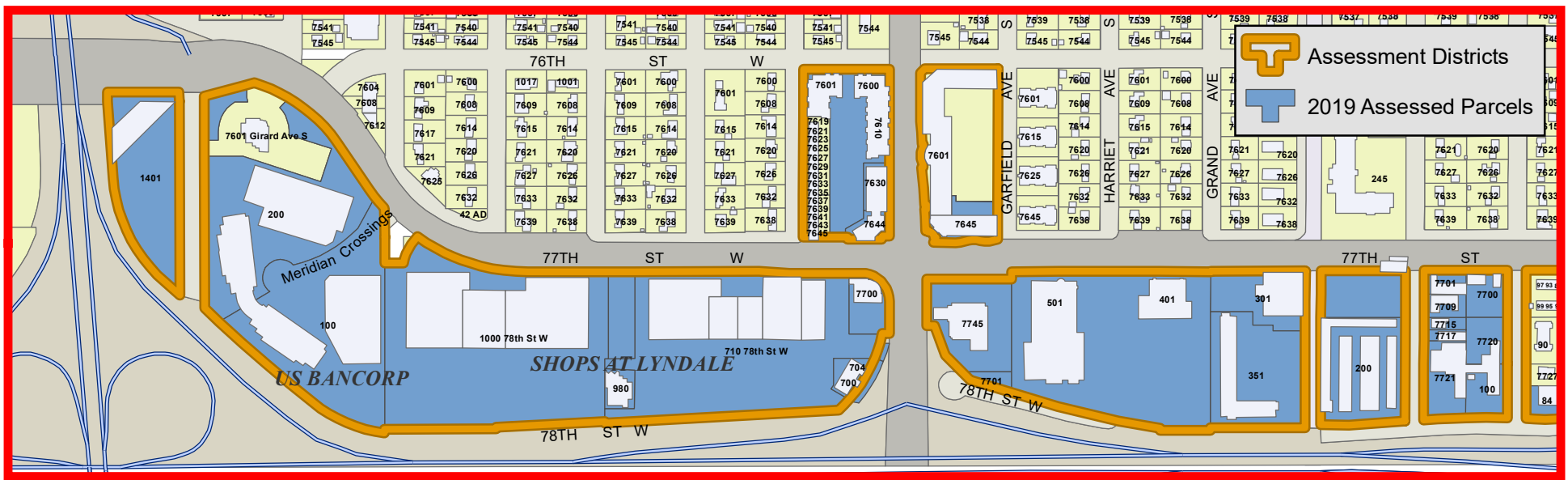
2. The work to be performed may be by day labor, by City force, by contract, or by any combination thereof.
3. The designated period of the project shall be from January 1, 2021, through December 31, 2021. Costs of the project shall be in the manner provided in the Richfield Ordinance Code.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

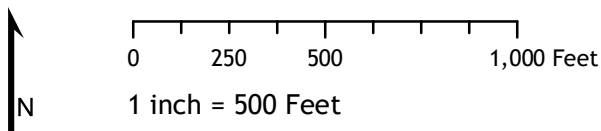
Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



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Interstate-Lyndale-Nicollet (ILN)
Assessment District
Richfield, Minnesota





STAFF REPORT NO. 123
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer
10/5/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider a resolution adopting the assessment for removal of diseased trees from private property for work ordered from January 1, 2019, through December 31, 2019.

EXECUTIVE SUMMARY:

The health of trees within municipal limits is threatened by shade tree diseases and it is the City's responsibility to control and prevent the spread of these diseases.

If the City deems it necessary to remove a diseased tree on private property, the property owners have three options available:

1. Remove the tree themselves;
2. Hire and pay for their own contractor; or
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

In the period from January 1, 2019, through December 31, 2019, eleven (11) property owners chose the third option. The total amount to be assessed is \$21,429.75.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the resolution adopting the assessment for removal of diseased trees from private property for work ordered from January 1, 2019, through December 31, 2019.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In the early 1970's, the City of Richfield began a shade tree disease program to assist homeowners in the removal of diseased trees on private property. The following process is how the City ensures property owners are aware of their diseased tree(s).

Notification to Property Owners

At time of marking for removal, paperwork is left at the property which includes:

- Removal deadline;

- Reason the tree was marked for removal;
- Assessment information;
- Information regarding private contractors;
- A card postmarked to the City informing the City of owner's removal plans; and
- City staff contacts for more information.

If the tree becomes hazardous or is past the removal deadline the City sends an additional deadline letter to the property owner. The letter is sent to the last known owner as obtained from Hennepin County Property Records and verified by our utility billing records.

Occupied Properties

On confirmed occupied properties, property owners with diseased private trees have three options available for tree removal:

1. Remove the tree themselves;
2. Hire and pay their own contractor; or
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

Vacant Properties

In cases where the property is vacant and no owner can be found, removals must be ordered when trees have passed the removal deadline or become hazardous. A contractor then performs the removal and the cost is assessed to the property. In 2019, no vacant properties had trees removed in this manner.

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

- The work has been completed with prior approval from the affected residents; except in cases of vacant properties.
- Minnesota State Statute requires the County be notified of all special assessments.
- The proposed assessment was properly filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 15, 2020.
- The public hearing notice was published in the official newspaper on September 24, 2020.

C. CRITICAL TIMING ISSUES:

- The unpaid charges for the removal of the diseased trees must be special assessed for certification to the County Auditor along with current taxes as stated in City Code 910.23.
- The assessment role is submitted to the County Auditor and must be reported to Hennepin County by the end of November annually.

D. FINANCIAL IMPACT:

- The costs to be assessed for the removal of diseased trees on private property for work ordered during the period January 1, 2019, through December 31, 2019, have been determined to be \$21,429.75.
- The property owner may pay the original principal amount without interest within 30 days from the date the Council adopts the assessment. The unpaid balance will be spread over five (5) years with a five percent (5%) interest rate.
- The original source of funding to have the work done is through the City's Permanent Improvement Revolving Fund.

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description		Type
▣	Tree Assessment Roll	Exhibit
▣	Assessment Resolution	Resolution Letter

2020 Tree Assessment for 2019 Work		
Property ID	Street	Assessment Amount
26-028-24-33-0094	Park Ave	\$2,499.95
26-028-24-33-0102	Park Ave	\$2,499.96
27-028-24-33-0035	Grand Ave	\$1,290.30
29-028-24-11-0018	Thomas Ave	\$1,720.40
29-028-24-43-0002	Thomas Ave	\$2,258.03
32-028-24-14-0058	Sheridan Ave	\$1,881.69
33-028-24-22-0126	Penn Ave	\$1,935.45
35-028-24-22-0058	Oakland Ave	\$1,967.71
35-028-24-32-0009	Portland Ave	\$1,612.88
35-028-24-41-0040	16 th Ave	\$591.39
35-028-24-43-0031	13 th Ave	\$3,171.99
		Total: \$21,429.75

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR THE REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED DURING JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred for such work ordered during the period of January 1, 2019 through December 31, 2019 amount to \$21,429.75.

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to the removal of diseased trees from private properties in the City of Richfield and the expenses incurred for such work ordered during the period of January 1, 2019 through December 31, 2019. The costs to the properties are as follows:

2020 Tree Assessment for 2019 Work		
Property ID	Street	Assessment Amount
26-028-24-33-0094	Park Ave	\$2,499.95
26-028-24-33-0102	Park Ave	\$2,499.96
27-028-24-33-0035	Grand Ave	\$1,290.30
29-028-24-11-0018	Thomas Ave	\$1,720.40
29-028-24-43-0002	Thomas Ave	\$2,258.03
32-028-24-14-0058	Sheridan Ave	\$1,881.69
33-028-24-22-0126	Penn Ave	\$1,935.45
35-028-24-22-0058	Oakland Ave	\$1,967.71
35-028-24-32-0009	Portland Ave	\$1,612.88
35-028-24-41-0040	16 th Ave	\$591.39
35-028-24-43-0031	13 th Ave	\$3,171.99
Total:		\$21,429.75

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

1. Such proposed assessment roll, in the amount of \$21,429.75, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Assessing Division, except that no interest shall be charged if the entire assessment is paid by November 12, 2020. A property owner may, at any time prior to November 15, pay to the City's Assessing Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 127
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding the special assessment roll for weed elimination from private property and removal or elimination of public health or safety hazards from private property.

EXECUTIVE SUMMARY:

Minnesota State Statutes provide that the City may levy a special one year assessment for the elimination of public health or safety hazards or the elimination of weeds from private properties.

The special assessments are based on costs incurred by the City in connection with the abatement of weeds or public health or safety hazards on certain properties in the City which are not properly maintained.

The owners of the subject properties are notified by the City to take corrective action with regard to the issue with the property. If the specific property issues were not abated within the proper time limit the City would take the corrective action necessary and bill the property owner.

In all cases, property owners have been notified that any unpaid charges or fees may be assessed against the property.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the attached resolution adopting the assessment for weed elimination from private property and removal or elimination of public health or safety hazards from private property.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A.

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

The nuisance properties were not maintained by the owners and the City incurred costs to abate the nuisance.

Minnesota State Statutes provide that the City may levy a special one-year assessment for these costs.

Notice of the certification was published in the Sun Current on September 24, 2020.

C. **CRITICAL TIMING ISSUES:**

N/A.

D. **FINANCIAL IMPACT:**

The proposed special assessment for the elimination of public health or safety hazards from private property is \$4,960.65 with an additional 5% interest penalty.

The proposed special assessment for weed elimination from private property is \$1,375.00 with an additional 5% interest penalty.

Costs incurred for city staff time in the cleanup of the properties or to remove the weeds are included in the special assessment amount.

A \$25.00 administrative fee is charged to all properties.

The affected property owner may prepay the original principal amount without interest within 30 days from the date the Council adopts the assessment. If the original principal amount is not paid, the assessment will be charged 5% interest.

E. **LEGAL CONSIDERATION:**

No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.

ALTERNATIVE RECOMMENDATION(S):

Do not approve the attached resolution and have the costs absorbed by the City.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A.

ATTACHMENTS:

Description	Type
▣ 2020 Nuisance Special Assessment Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR WEED ELIMINATION FROM PRIVATE PROPERTY AND REMOVAL OR ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM PRIVATE PROPERTY.

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and passed upon all objections to the proposed assessment for current services related to weed elimination from private property and removal or elimination of public health or safety hazards from private property in the City of Richfield:

Property Address	Property ID Number	Weed Elimination	Public Health or Safety Hazards
2401 65th St W	29-028-24-14-0044	250.00	-
6220 James Ave S	28-028-24-21-0043	125.00	-
6239 Logan Ave S	28-028-24-21-0055	-	331.06
6305 Dupont Ave S	28-028-24-11-0086	-	250.00
6430 Portland Ave	27-028-24-14-0005	125.00	-
7004 Penn Ave S	32-028-24-11-0007	125.00	-
7100 Oliver Ave S	33-028-24-22-0113	-	4,129.59
7144 12th Ave S	35-028-24-21-0012	125.00	-
7144 Lake Shore Dr.	33-028-24-21-0072	250.00	-
7320 4th Ave S	34-028-24-14-0065	250.00	-
7532 Garfield Ave S	34-028-24-32-0051	125.00	-
7545 3rd Ave S	35-028-24-32-0062	-	250.00
Total		\$1,375.00	\$4,960.65

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

1. Such proposed assessment roll, in the amount of \$6,335.65, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may at any time prior to certification of the assessment to the County Auditor and within 30 days of the date the City Council adopts the assessment, pay the whole assessment on such property to the City's Assessing Division without interest. Payments received after the expiration of the 30 day prepayment period, but received prior to November 15, 2020 will be charged interest through the date of payment. Payments will not be accepted between November 15, 2020 and January 1, 2021.

4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 128
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Public Hearing regarding the special assessment roll for unpaid false alarm user fees against private property.

EXECUTIVE SUMMARY:

Richfield City Code and City Charter allow the City to specially assess delinquent false alarm user fees against the respective properties. State Statutes provide that the City may levy a special one year assessment for these costs.

Unpaid alarm user fees must be paid to the City within 30 days from the date of written notice by the City to the alarm user. Fees not paid within the time specified will be subject to a 10% penalty charge.

The special assessment for unpaid false alarm user fees assessed to private properties provides a means for the City to recover costs incurred with the response by public safety to an alarm call on certain properties in the City that turns out to be false.

In all cases, property owners have been notified that any unpaid charges or fees may be assessed against the property.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the attached resolution adopting the assessment for unpaid false alarm user fees against private property.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A.

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

Richfield City Code section 915.07 Subd. 3 and chapter 8.02 of the City Charter allows the City to specially assess delinquent false alarm user fees against the respective properties.

An alarm user charged with an alarm user fee may make a written appeal of the false alarm charge to the Director of public safety within 15 days' notice of the charge.

Minnesota State Statutes provide that the City may levy a special one-year assessment for these costs.

Notice of the certification was published in the Sun Current on September 24, 2020.

C. **CRITICAL TIMING ISSUES:**

N/A.

D. **FINANCIAL IMPACT:**

A 10% penalty charge is applied to all properties which have not paid within the time specified.

The proposed special assessment for unpaid false alarm user fees from private property is \$1,100.00 with an additional 5% interest charge on the assessment.

The affected property owner may prepay the original principal amount without interest within 30 days from the date the Council adopts the assessment. If the original principal amount is not paid, the assessment will be charged 5% interest.

E. **LEGAL CONSIDERATION:**

No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.

ALTERNATIVE RECOMMENDATION(S):

Do not approve the attached resolutions and have the costs absorbed by the City.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A.

ATTACHMENTS:

Description	Type
□ 2020 False Alarm Assessment Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR UNPAID FALSE ALARM FEES FROM PRIVATE PROPERTY.

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and passed upon all objections to the proposed assessment for unpaid false alarm fees from private property in the City of Richfield:

Property Address	Property ID Number	Unpaid False Alarm Fee
200 78th Street W	34-028-24-34-0053	550.00
32 66th Street W	27-028-24-24-0061	110.00
34 66th Street W	27-028-24-40-0061	110.00
34 66th Street W	27-028-24-40-0061	110.00
6501 Portland Ave S	26-028-24-23-0001	110.00
6532 2nd Ave S	27-028-24-13-0093	110.00
Total		<u>\$1,100.00</u>

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

1. Such proposed assessment roll, in the amount of \$1,100.00, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may at any time prior to certification of the assessment to the County Auditor and within 30 days of the date the City Council adopts the assessment, pay the whole assessment on such property to the City's Assessing Division without interest. Payments received after the expiration of the 30 day prepayment period, but received prior to November 15, 2020 will be charged interest through the date of payment. Payments will not be accepted between November 15, 2020 and January 1, 2021.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 129
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director
10/5/2020

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding the special assessment roll for unpaid vacant property registration fees against private property.

EXECUTIVE SUMMARY:

Minnesota State Statutes and the Richfield City Code provide that the City may levy a special one year assessment for the unpaid registration of vacant property.

The special assessments are based on the fee required by a property owner to register vacant property.

The owners of the subject properties are notified by the City of the unpaid registration fee. If the fee remains unpaid the property owners are notified that any unpaid charges or fees may be assessed against the property.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the attached resolution adopting the assessment for unpaid vacant property registration fees against private property.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A.

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

Richfield City Code section 925.02 Subd. 5 allows the City to specially assess delinquent vacant property registration fees.

Minnesota State Statutes provide that the City may levy a special one-year assessment for these costs.

Notice of the certification was published in the Sun Current on September 24, 2020.

C. CRITICAL TIMING ISSUES:

N/A.

D. FINANCIAL IMPACT:

The proposed special assessment for the unpaid vacant property registration fee is \$1,225.00 with an additional 5% interest penalty.

A \$25.00 administrative fee is charged to all properties.

The affected property owner may prepay the original principal amount without interest within 30 days from the date the Council adopts the assessment. If the original principal amount is not paid, the assessment will be charged 5% interest.

E. LEGAL CONSIDERATION:

No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.

ALTERNATIVE RECOMMENDATION(S):

Do not approve the attached resolution and have the costs absorbed by the City.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A.

ATTACHMENTS:

Description	Type
□ 2020 Vacant Property Special Assessment Resolution	Resolution Letter

RESOLUTION NO.
RESOLUTION ADOPTING ASSESSMENT FOR
UNPAID VACANT PROPERTY REGISTRATION FEES AGAINST PRIVATE
PROPERTY.

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and passed upon all objections to the proposed assessment for current services related to weed elimination from private property and removal or elimination of public health or safety hazards from private property in the City of Richfield:

Property Address	Property ID Number	Unpaid Vacant Property Registration
6604 Irving Ave S	28-028-24-31-0018	125.00
6319 Humboldt Ave S	28-028-24-12-0055	275.00
6929 10th Ave S	26-028-24-34-0043	275.00
6935 14th Ave S	26-028-24-43-0011	275.00
7144 Lakeshore Dr	33-028-24-21-0072	275.00
	Total	<u>\$1,225.00</u>

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

1. Such proposed assessment roll, in the amount of \$1,225.00, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may at any time prior to certification of the assessment to the County Auditor and within 30 days of the date the City Council adopts the assessment, pay the whole assessment on such property to the City's Assessing Division without interest. Payments received after the expiration of the 30 day prepayment period, but received prior to November 15, 2020 will be charged interest through the date of payment. Payments will not be accepted between November 15, 2020 and January 1, 2021.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 130
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director
10/5/2020

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding the assessment of delinquent utility bills to be certified to property taxes.

EXECUTIVE SUMMARY:

Minnesota State Statutes 444.075 and 429.101 and Chapter VII of the Richfield Code of Ordinances provide that unpaid water, sanitary sewer, storm water, and street light charges may be certified to the county auditor to be included in a property owner's annual property tax bill.

The City Code also authorizes a certification fee to be charged against each delinquent account. By certifying the delinquent charges to the property taxes, the City is assured of collection of the charges. The pending delinquent 2020 utility charges total \$484,060.36 for 832 accounts. This amount does not include the \$50.00 certification fee that will be added to each account.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the attached authorizing certification of unpaid water, sanitary sewer, storm water, and street light charges to the county auditor to be collected with other taxes on said properties.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Below is a history of certified amounts since 2016:

2016 – Certification totaled \$282,839.33 for 541 properties.
2017 – Certification totaled \$352,654.03 for 565 properties.
2018 – Certification totaled \$352,609.14 for 573 properties.
2019 – Certification totaled \$374,640.56 for 538 properties.
2020 – Certification totaled \$484,060.36 for 832 properties.

Staff expects that, as in years past, many of the now delinquent accounts will be paid before final certification to the County.

Throughout the year, the Utilities division bills and collects charges for water, sanitary sewer, storm water, and street light charges from within the City. Accounts are billed quarterly.

The delinquent accounts must be certified to the County Auditor in order for the City to collect the charges through the property tax payment process.

A \$50 certification fee is added to each certified account.

The certified amount is spread over a period of one year at the rate of 5% per annum.

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

Minnesota State Statutes 444.075 and 429.101 and Chapter VII of the Richfield Code of Ordinances provide that unpaid water, sanitary sewer, storm water, street light charges may be certified to the county auditor to be included in a property owner's annual property tax bill.

A First Notice of Certification to Property Taxes was mailed on August 12, 2020 to Richfield property owners with delinquent accounts.

A final second notice was mailed on September 18, 2020.

Notice of certification was published in the Sun Current on September 24, 2020.

C. CRITICAL TIMING ISSUES:

To prepay the delinquent amount and avoid certification, the entire past due amount must be paid by November 15, 2020.

D. FINANCIAL IMPACT:

The pending delinquent 2020 charges are \$484,060.36, compared to \$472,771.98 at the same time last year.

The \$50.00 certification fee per account would add an additional \$40,400.00 to the certified balance.

In 2019 the City ultimately certified \$374,640.56, due to some property owners paying their delinquent bill prior to the November 7, 2019 deadline.

E. LEGAL CONSIDERATION:

There are no legal issues apparent at this time. The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A.

ATTACHMENTS:

Description	Type
2020 Utility Certification Resolution	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CERTIFICATION OF UNPAID WATER, SANITARY SEWER, STORM WATER, AND STREET LIGHT CHARGES TO THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTIES

WHEREAS, Ordinance Code 705 establishes rules, rates, and charges for sanitary sewer service in the City of Richfield and provides that all delinquent accounts for sewer and water services may be certified against the properties served, including an added certification charge; and

WHEREAS, Ordinance Code 715 establishes rules, rates, and charges for water service in the City of Richfield and provides that all delinquent accounts for water services may be certified against the properties served; and

WHEREAS, Ordinance Code 720 establishes rules, rates, and charges for storm water service in the City of Richfield; and

WHEREAS, Minnesota Statutes section 444.075 provides that unpaid charges for water, sanitary sewer, and storm water services may be certified to the county auditor with taxes against the property served for collection as other taxes are collected;

WHEREAS, Minnesota Statutes section 429.101 provides that unpaid charges for the operation of street lights may be assessed against the property and collected in the same manner as other taxes; and

WHEREAS, the certification list has been prepared specifying the amount that shall be certified against each particular property.

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

1. The total unpaid amount for water, sanitary sewer, storm water, and street light charges is \$484,060.36.
2. A \$50 certification charge shall be levied against each delinquent account, such charges totaling \$40,400.00.
3. The above-described certification list will be spread over a period of one year at the rate of 5% per annum.
4. The total unpaid amount will be certified to the County Auditor for collection with other taxes on said properties.
5. A copy of the resolution shall be sent to the Hennepin County Auditor.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 126
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
10/7/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/7/2020

ITEM FOR COUNCIL CONSIDERATION:

Conduct a public hearing to consider the platting and vacation of right-of-way and utility easements at 6228 Penn Avenue South and 6200 Queen Avenue South (Lunds & Byerlys).

EXECUTIVE SUMMARY:

On October 28, 2019, the Council approved plans for a multi-family development in the existing parking lot of the Lunds and Byerlys grocery store at 6200 and 6228 Penn Avenue South. As a condition of this approval, the applicant must plat the property in order to re-subdivide the land in accordance with the approved plans. The applicant must also officially request the vacation of abandoned right-of-way in the middle of the site and utility easements. New utility easements have been dedicated in the plat and the easements are no longer necessary.

Platting is a technical process that establishes property lines, right-of-way, and utility easements; it is not a reconsideration of land use approvals already granted for the development. The City Attorney's office, Hennepin County, MnDOT, and public utility companies have reviewed the proposed plat and vacations. All comments have been addressed or included as stipulations in the resolution.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion:

- 1. Approve the attached transitory ordinance vacating road and utility easements over property located at 6200 and 6228 Penn Avenue South; and**
- 2. Approve the attached resolution granting approval of a final plat of Lunds of Richfield.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See Executive Summary.

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

- All plats or subdivisions of land in the City must be approved by council resolution pursuant to the provisions of Minnesota State Statutes 462.357.
- A first reading of the transitory ordinance to vacate right-of-way was approved by the Council on

June 23, 2020.

- The City Council may vacate public easements in accordance with MN Statutes 412.851.

C. CRITICAL TIMING ISSUES:

- Per State Statute, the City has 120 days from the date of submittal of a complete application to issue a decision regarding a plat unless the applicant agrees to an extension.
- A complete plat application was received on April 29, 2020. The Council must render a decision by August 27, 2020.

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

Notice of this public hearing was published in the *Richfield Sun Current* on October 1, 2020 and mailed to properties within 350 feet of the project location.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Transitory Ordinance - easement vacations	Ordinance
<input type="checkbox"/> Resolution - Plat	Resolution Letter
<input type="checkbox"/> Plat	Exhibit

BILL NO.

TRANSITORY ORDINANCE NO.

**AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY
AND UTILITY EASEMENTS
OVER 6200 QUEEN AVENUE AND 6228 PENN AVENUE**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1: The following described lands are subject to the easements as described below for public street right-of-way purposes ("Street Easement"):

The West 30 feet of the South 150 feet of the North 350 feet of the east 330 feet of the Northeast Quarter of the Northeast Quarter of Section 29, Township 28, Range 24, as described in Quit Claim Deed Document Number T661295.

Sec. 2: The City of Richfield transferred ownership of the described lands, via Quit Claim Deed Document Number T661295 dated December 28, 1967, to Lunds R E Holdings LLC and the property was developed as a grocery store and parking lot.

Sec. 3. The Street Easement is not required for access to the abutting properties.

Sec. 4. The following described lands are subject to the easements in favor of the City of Richfield as described below for drainage and utility purposes ("Utility Easement"):

That part of the drainage and utility easement reserved in favor of the City of Richfield as Bill No. 1995-15 Transitory Ordinance No. 17.63, dated September 11, 1995 the same as on file and record as Document Number T2767742, Hennepin County, Minnesota, lying within:

The East 30 feet of the North 1/2 of the East 3/8 of the East 1/2 of the North 1/2 of the Northeast 1/4, EXCEPT THE North 175 feet thereof and EXCEPT the East 330 feet thereof, all in Section 29, Township 28, Range 24.

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

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

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

Sec. 8. The City of Richfield held the first reading on June 23, 2020 and second reading on October 13, 2020. Legal notice was published in the City's official newspaper as required by ordinance.

Sec. 9: The Utility Easement is vacated conditioned upon: filing of the plat of Lunds of Richfield.

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

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

Passed by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION GRANTING APPROVAL OF A FINAL PLAT FOR LUNDS OF RICHFIELD

WHEREAS, Lund Real Estate Holdings, LLC (“Applicant”) has requested approval of a final plat that combines two parcels of land currently addressed as 6200 Queen Avenue South and 6228 Penn Avenue South and legally described as:

Parcel 1: The East 158 feet of the South 160 feet of the North $\frac{1}{2}$ of the East $\frac{3}{8}$ of the Northeast Quarter of the Northeast Quarter of Section 29, Township 28, Range 24.

Parcel 2: The East 330 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast Quarter, Except the North 175 feet thereof,

Except the South 25 feet of the North 200 feet of the East 300 feet of said Northeast Quarter and except the East 158 feet of the South 160 feet of the North $\frac{1}{2}$ of the East $\frac{3}{8}$ of the Northeast Quarter of the Northeast Quarter; all in Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number 845282
Being Torrens Land

And, the North $\frac{1}{2}$ of the East $\frac{3}{8}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Northeast Quarter; Except the North 175 feet thereof, and Except the East 330 feet thereof, Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number 848433
Being Torrens Land

WHEREAS, the proposed subdivision is to be known as LUNDS OF RICHFIELD;
and

WHEREAS, a public hearing was held on the proposed plat of LUNDS OF RICHFIELD on Tuesday, October 13, 2020 at which all interested persons were given the opportunity to be heard; and

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

1. The proposed plat of LUNDS OF RICHFIELD satisfies the requirements of the City’s subdivision ordinances.
2. Final approval of the plat of LUNDS OF RICHFIELD is granted with the following conditions:
 - a. The Applicant must address to the City Attorney’s satisfaction all items listed in the plat opinion letter prepared by the City Attorney’s office.
 - b. The Applicant must address to the City Public Works Director’s satisfaction all items identified by the City Engineer.
 - c. The Applicant is authorized to make minor adjustments to the plat to accommodate a required turn lane on Penn Avenue.
 - d. The Applicant must submit two mylar copies of the plat for signature by the City.

- e. The Applicant must file the final plat with the Hennepin County Recorder or Registrar of Titles within 30 days of the approval of this resolution.

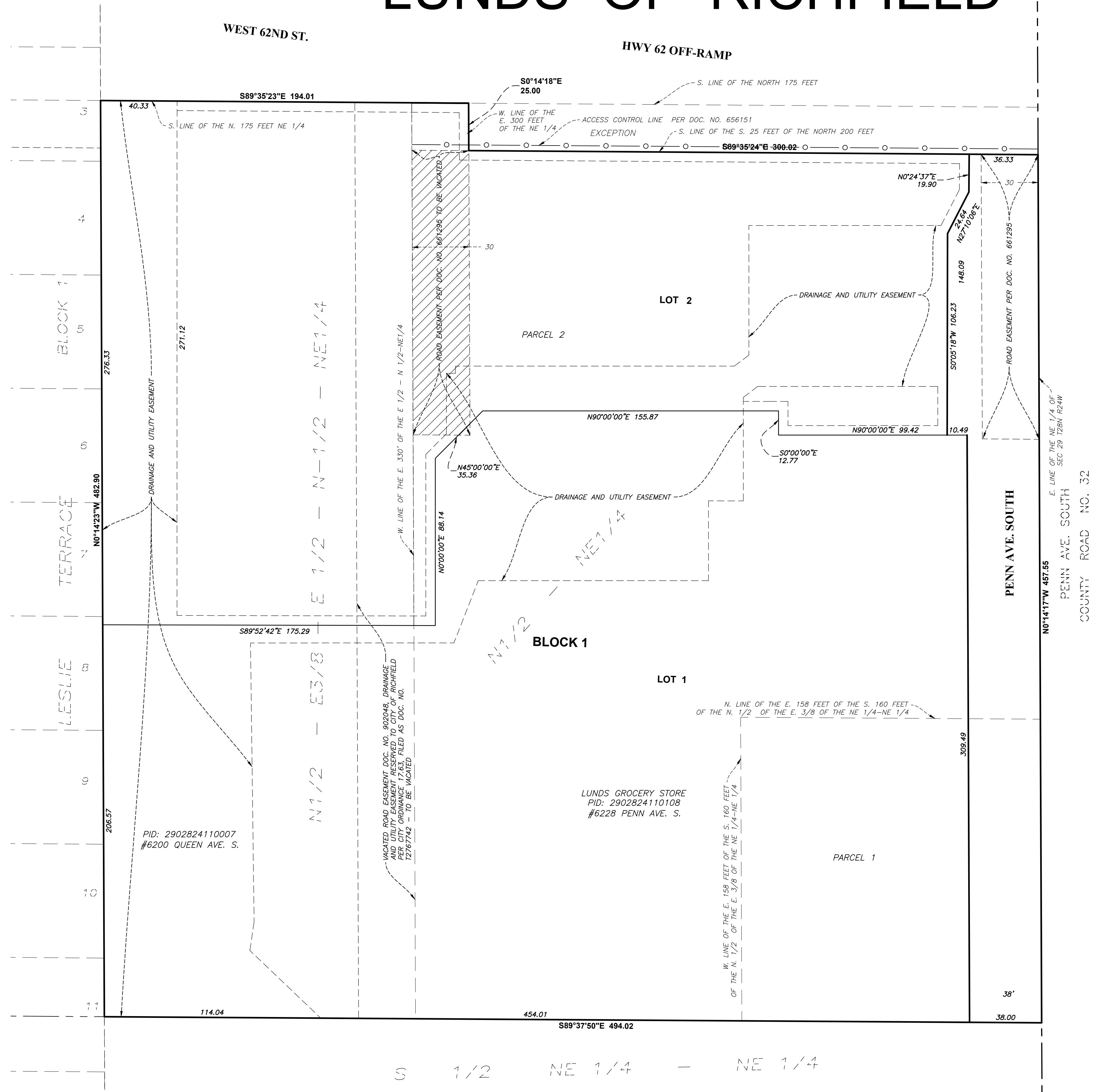
Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

PRELIMINARY PLAT OF LUNDS OF RICHFIELD



LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED

Tract A:

Par 1: The East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter of Section 29, Township 28, Range 24.

Par 2: The East 330 feet of the North 1/2 of the North 1/2 of the Northeast Quarter,
Except the North 175 feet thereof.

Except the South 25 feet of the North 200 feet of the East 300 feet of said Northeast Quarter and except the East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter; all in Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 845282
Being Torrens Land

Tract B:

The North 1/2 of the East 3/8 of the East 1/2 of the North 1/2 of Northeast Quarter;
Except the North 175 feet thereof, and Except the East 330 feet thereof, Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 848433
Being Torrens Land

PRESENT ADDRESSES

6228 PENN AVE S
RICHFIELD, MN 55423

AND

6200 QUEEN AVE S.
RICHFIELD, MN 55423

TAXPAYER / PROPERTY OWNER / ADDRESS

LUND REAL ESTATE HOLDINGS, LLC, A MINNESOTA LTD. LIABILITY CO, WHOSE ADDRESS IS:
4100 50TH STREET WEST #2100, EDINA, MINNESOTA, 55424

AREAS

TOTAL AREA TO BE PLATTED INCLUDING RIGHT-OF-WAY = 230,961 S.F. OR 5.302 ACRES
 LOT AREAS TO BE PLATTED:
 LOT 1, BLOCK 1 = 124877 S.F. OR 2.867 ACRES
 LOT 2, BLOCK 1 = 87,544 S.F. OR 2.010 ACRES
 PENN AVENUE SOUTH TO BE DEDICATED = 18,531 S.F. OR 0.425 ACRES

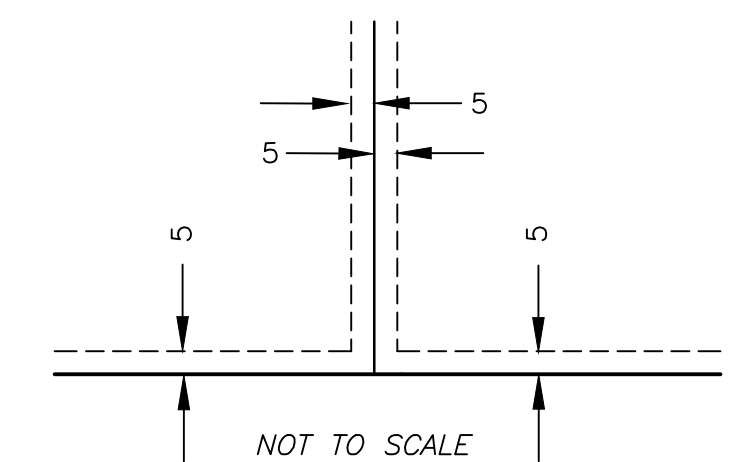
LAND SURVEYOR

WENCK ASSOCIATES,
1800 PIONEER CREEK CENTER,
MAPLE PLAIN, MN
GARY BJORKLUND, MN.
LICENSE NUMBER 46563

DATE OF PRELIMINARY PLAT SUBMITTAL

OCTOBER 14, 2019
APRIL 6, 2020 REVISION
APRIL 28, 2020 REVISION
AUGUST 11, 2020 REVISION
OCTOBER 7, 2020 REVISION

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



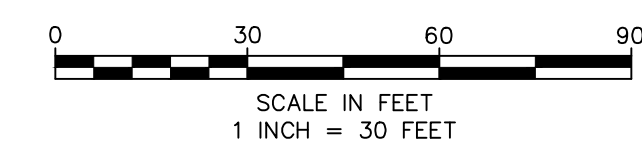
BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES
AND BEING 5 FEET IN WIDTH AND ADJOINING PUBLIC
WAYS AND REAR LOT LINES, UNLESS OTHERWISE
INDICATED ON THIS PLAT.

BEARING ORIENTATION NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 29, T. 28, R. 24
IS ASSUMED TO BEAR N0°14'17"W.

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 46563



LUNDS OF RICHFIELD

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Lund Real Estate Holdings LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Hennepin, State of Minnesota to wit:

The East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter of Section 29, Township 28, Range 24.

And, the East 330 feet of the North 1/2 of the North 1/2 of the Northeast Quarter,
Except the North 175 feet thereof,
Except the South 25 feet of the North 200 feet of the East 300 feet of said Northeast Quarter and except the East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter; all in Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 845282
Being Torrens Land

And, the North 1/2 of the East 3/8 of the East 1/2 of the North 1/2 of Northeast Quarter;
Except the North 175 feet thereof, and Except the East 330 feet thereof, Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 848433
Being Torrens Land

Have caused the same to be surveyed and platted as LUNDS OF RICHFIELD and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Lund Real Estate Holdings LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this

_____ day of _____, 20____

Signed: Lund Real Estate Holdings LLC

By:_____, it's _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Chief Manager of Lund Real Estate Holdings LLC, a Minnesota limited liability company, on behalf of the company.

(Signature) (Name Printed)

Notary Public, _____County, Minnesota

My Commission Expires_____

SURVEYOR

I Gary Bjorklund do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Gary Bjorklund, Land Surveyor
Minnesota License No. 46563

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____, 2019, by Gary Bjorklund.

(Signature) (Name Printed)

Notary Public, _____County, Minnesota

My Commission Expires_____

RICHFIELD, MINNESOTA

This plat of LUNDS OF RICHFIELD was approved and accepted by the City Council of Richfield, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, Richfield, Minnesota

By: Mayor

By: Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____and prior years have been paid for land described on this plat, dated this _____day of _____, 20____.

Mark V. Chapin, County Auditor By_____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MINN. STAT. Sec. 383B.565 (1969) this plat has been approved this_____day of_____, 20____.

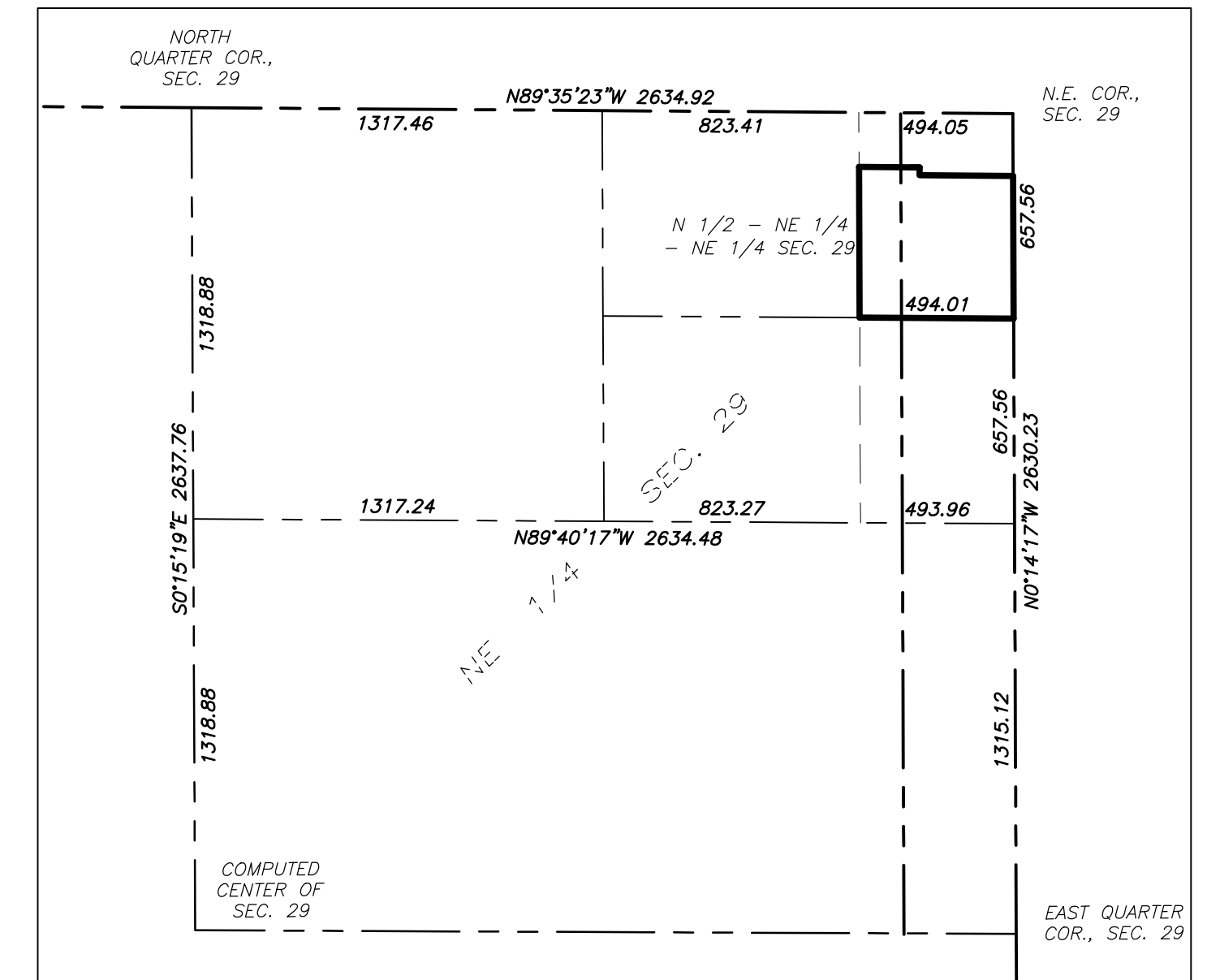
Chris F. Mavis, County Surveyor By_____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of PROSPECT PARK SENIOR HOUSING was recorded in this office this _____ day of _____, 20____, at ____ o'clock ____M.

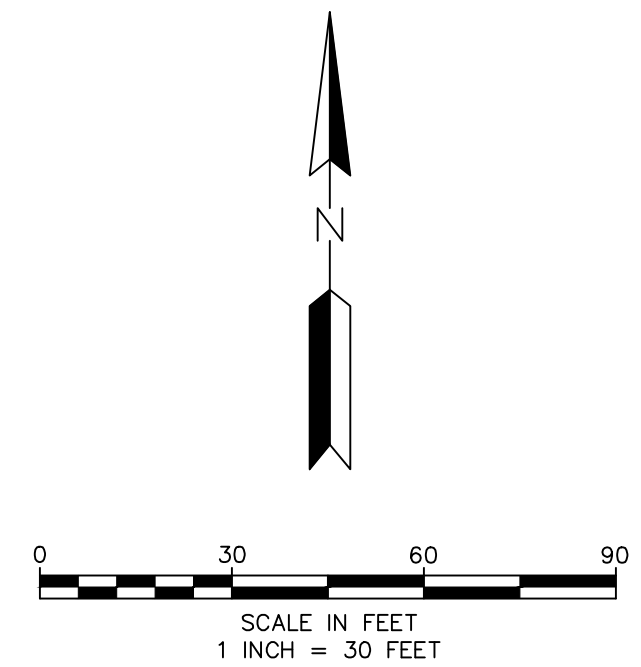
Martin McCormick, Registrar of Titles By_____ Deputy

R.T. DOC. NO. _____

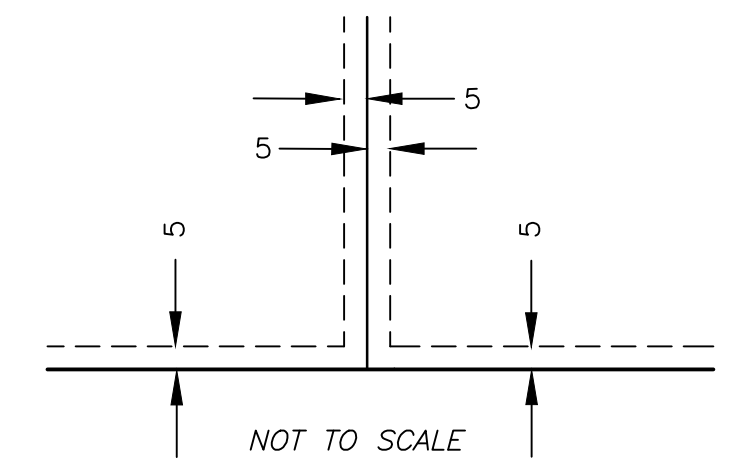


DETAIL OF BOUNDARY THE NORTHEAST QUARTER OF SECTION 29, TWP. 28, RGE 24

NOT TO SCALE



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES
AND BEING 5 FEET IN WIDTH AND ADJOINING PUBLIC
WAYS AND REAR LOT LINES, UNLESS OTHERWISE
INDICATED ON THIS PLAT.

BEARING ORIENTATION NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 29, T. 28, R. 24
IS ASSUMED TO BEAR N00°14'17"W.

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 46563
- ⦿ DENOTES FOUND CAST IRON PUBLIC LAND SURVEY MONUMENT





STAFF REPORT NO. 131
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
10/5/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider an amendment to approve final development plans for a mixed use development at 101 66th Street East (66th Street and 1st Avenue). The proposed amendment reduces commercial space and increases the number of apartments in the project.

EXECUTIVE SUMMARY:

In June 2018, the City Council approved development plans for a mixed use building with 6,000 square feet of commercial space and 31 apartments at 66th Street and 1st Avenue, now known as The Emi. After a series of delays, PLH & Associates (Developer) approached the City Council and Housing and Redevelopment Authority (HRA) earlier this year to discuss the possibility of amending those plans to reduce ground floor commercial space and provide affordable housing units instead. The Council and HRA were generally supportive and the Developer is now proposing a development that includes 1,770 square feet of commercial and 42 apartments.

The proposed development continues to provide a building that is responsive to the street, albeit this is primarily via walk-up apartments instead of commercial uses. Exterior elevations have changed to accommodate the apartments; however, these changes are modest and continue to provide an attractive frontage on all sides of the building.

The change from commercial space to residential significantly lowers parking requirements. Without a transit reduction and assuming a fairly intense commercial use such as a coffee shop, the development requires 61 spaces. With the permitted transit reduction, the required parking falls to 55 spaces. The maximum allowable parking per Code is 67 spaces.

The Developer had not originally proposed a reduction in parking and plans continued to include 72 spaces. Staff recommended to the Planning Commission that the rear row of 12 spaces (closest to the adjacent home at 6616 Stevens) be removed in favor of additional landscaping and serve as a proof-of-parking area; however, after hearing public testimony related to parking and traffic concerns, the Planning Commission opted to recommend approval with a reduction to 67 stalls (the maximum permitted by Code). The Developer has submitted the attached proposal to remove the five stalls closest to the home at 6616 Stevens Avenue.

The proposed development remains in keeping with the framework, goals, and policies of the Comprehensive Plan. Some of those policies and goals include:

- Commit to equitable opportunities for all.
- Emphasize sustainability.
- Maintain an appropriate mix of housing types in each neighborhood based on available amenities, transportation resources, and adjacent land uses.
- Promote development that broadens the tax base.
- Encourage development of areas where vehicle use is minimized.

Staff finds that the proposed amendment continues to meet the policies and intent of the Comprehensive Plan and Code requirements for mixed use development and recommends approval.

RECOMMENDED ACTION:

By motion: Approve the attached resolution approving an amendment to the conditional use permit and final development plans for 101 66th Street East.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Southview Baptist Church vacated the property and began marketing it for sale in 2013.
- The Developer purchased the property in 2016.
- The Planning Commission and City Council were first made aware of a possible development on this site in August 2016; joint Council/Planning Commission work sessions were held on August 23, 2016 and November 20, 2017.
- The Developer held open house meetings to discuss the proposal with the neighborhood on April 19 and May 14, 2018.
- In June 2018, the City Council approved final development plans for the project. Due to delays in securing financing and identifying a general contractor, construction was delayed, and in June 2019 the Council granted a one-year extension to get the project underway. While they had hoped to be under construction this spring, the current pandemic led to a second six-month extension in May 2020.
- On June 15, 2020, the Developer presented updated concepts to the Housing and Redevelopment Authority (HRA) and City Council. The Developer proposed to reduce ground floor retail space in order to provide additional, affordable apartment units.
- July 14, 2020, the City Council approved a resolution supporting an application to the Metropolitan Council for Livable Communities Demonstration Act (LCDA) grant funds for the project.
- July 20, 2020, the HRA approved a preliminary development agreement with the Developer agreeing to explore the option of tax increment financing to support the development.
- September 17, 2020, City staff and the Developer presented the project to the LCDA Review Committee. The Committee was supportive of the development and its location, but noted that parking was excessive. Grant awards will be announced in November.

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

Planned Unit Development

Planned Unit Developments (PUDs) are intended to encourage the efficient use of land and resources and to encourage innovation in planning and building. In exchange for these efficiencies and superior design, flexibility in the application of dimensional requirements is available. There are a number of sets of review criteria that apply to this proposal. A full discussion of all requirements is included as an attachment to this report. Generally, the criteria require that the Council find that the proposal conforms to the goals and policies of the Comprehensive Plan and Zoning Code without having undue adverse impacts on public health, safety, and welfare.

The proposed development meets the intent of the Mixed Use District regulations and the proposed plans are consistent with all but two Zoning Code requirements. These items are not proposed to change and were part of the the originally approved PUD.

1. On the west half of the site, the proposed buffer between the parking lot and the adjacent residential property line is 4 feet 10 inches feet narrower than required (10.17 feet vs. 15 feet). The intent of this provision is to provide adequate area to attractively screen the parking lot and buffer adjacent properties from headlights and vehicle noise. The proposed buffer provides 100% screening of the parking lot through a combination of fencing and landscaping. The buffer area is large enough to support the plants selected and will provide an attractive barrier between the development and the adjacent property to south (6613 1st Avenue).
2. As a corner lot and a through lot (extending through a block), the building could be interpreted to have three “front” sides facing 66th Street, 1st Avenue, and Stevens Avenue. The building exceeds the maximum front/side setback of 15 feet along both 1st Avenue (19.4 feet) and Stevens Avenue (52.6 feet); however, the proposed design nicely balances the need for a customer entrance and patio space adjacent to the commercial uses on the west side of the building, while providing a larger setback to the residential areas to the south and east along Stevens Avenue.

Parking Calculations:

- Required residential - 42×1.25 stalls/unit = 53 spaces
- Required commercial (estimated 4.5/1,000sf) - $1,770/1,000 \times 4.5 = 8$ spaces
- Total required parking 61 - 10% (transit) = 55 spaces
- Allowable maximum - $61 \times 110\% = 67$ spaces

Virtual Open House

City requirements do not require the Developer to hold a neighborhood open house for an amendment to a Planned Unit Development; however, the Developer opted to publicize and solicit for feedback via a virtual neighborhood open house. Comments generally reflected displeasure with the building as a whole and concerns regarding spillover parking and traffic. All written comments submitted to the Developer's website and to City staff directly are included as an attachment to this report.

C. CRITICAL TIMING ISSUES:

60-DAY RULE: A complete application was received and the 60-day clock started on September 21, 2020. A decision is required by November 16, 2020 or the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

D. FINANCIAL IMPACT:

- The Housing and Redevelopment Authority will separately consider a request for Tax Increment Financing to aid the project.

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on September 28, 2020. Several members of the public spoke and draft minutes are attached to this report.
- The Planning Commission recommended approval of the proposal with the stipulation discussed in the Executive Summary (6-1, Rudolph dissenting).

ALTERNATIVE RECOMMENDATION(S):

- Approve the amended development plans with additional and/or modified conditions.
- Deny the amended development plans with findings that it does not meet requirements (existing approvals for a development with 6,000 square feet of commercial space and 31 dwelling units would remain in place.)

PRINCIPAL PARTIES EXPECTED AT MEETING:

Paul Lynch, PLH & Associates

ATTACHMENTS:

Description	Type
▣ Resolution	Resolution Letter
▣ Expanded Requirements Discussion	Exhibit
▣ Proposed Plans - Revised	Exhibit
▣ 2018 Approved Plans	Backup Material
▣ Developer Virtual Open House Comments	Exhibit
▣ Draft Planning Commission Minutes	Exhibit

RESOLUTION NO.

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

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

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

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its September 28, 2020 meeting, and recommended approval of the amended final development plan and conditional use permit; and

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property on September 15, 2020 and published in the Sun Current newspaper on September 17, 2020; and

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

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

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

WHEREAS, this Resolution supersedes and replaces Resolution No. 11513 approved by the City Council on June 26, 2018; and

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

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

3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:
- The Developer shall continue to work with Community Development staff to finalize the following items:
 - Continue to discuss transformer screening and/or artistic wrap treatment. Continue to discuss landscape and hardscape in this area. The fenced area shall not be larger than necessary to screen the transformer and materials shall be complimentary to building materials.
 - If space allows without reducing parking, residential trash storage shall be accommodated in the underground level or designed within the building.
 - No more than 67 parking stalls are permitted.
 - The walkway on the south side of the building shall be connected to the Stevens Avenue sidewalk, whether at grade or with stairs through the retaining wall.
 - Plans must include signage and a curb extension to physically prohibit right turns from the development onto southbound Stevens Avenue.
 - Raised berm and landscaping shall fully screen parking lot views from the south. Screening opacity requirements shall be as follows: 100% opacity to 3-4 feet height and 50% opacity to 6 feet height. Developer shall work with the property owner at 6616 Stevens Avenue to devise a mutually acceptable screening solution along the shared property line, in accordance with the above opacity requirement.
 - With the consent and cooperation of the property owner at 6615 Stevens Avenue, the developer shall install plantings on the property or boulevard area to mitigate headlight impacts. A boulevard feature permit from Richfield Public Works is required before planting on public right-of-way.
 - Final landscaping plans must be approved by the Community Development Department prior to installation. Developer should consider native plantings that meet screening requirements previously identified.
 - The existing wood fence abutting the property at 6613 1st Avenue shall be replaced with new fence pickets/panels. Existing fence posts may be reused.
 - Permitted uses shall include those uses permitted in the Mixed-Use Neighborhood District, except convenience stores. Additionally, the following uses from the Mixed-Use Community District are permitted: offices/clinics, health/athletic clubs, spas, yoga studios and class III restaurants without drive-thru/drive-in service.
 - If a restaurant tenant is installed, odor control systems are required to mitigate cooking odors in accordance with City Code Subsection 544.27.
 - Commercial doors facing 66th Street and 1st Avenue shall not be locked during business hours.
 - Direct access to/from 66th sidewalk from individual ground floor units on north side of building shall be provided.
 - Signage on the south and east building facades shall not be lit between the hours of 10:00 p.m. and 6:00 a.m., except any signage related to underground parking or resident entry. Large-scale wall or projecting signage shall not be used on the south or east elevation.

- Bicycle parking is required for commercial uses, with a minimum capacity of six (6) bicycles. An artistic or unique design/color is recommended. Enclosed or underground bicycle parking is required for the residential uses.
 - All parking spaces shall remain available year round.
 - All new utility service must be underground.
 - All utilities must be grouped away from public right-of-way and screened from public view in accordance with Ordinance requirements. A screening plan is required prior to the issuance of a building permit.
 - The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
 - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Reports dated April 5, 2018 and September 14, 2020 and compliance with all other City and State regulations. Separate sign permits are required.
 - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
 - Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
 - Final stormwater management plan must be approved by the Public Works Director. Infiltration not allowed in high-vulnerability wellhead protection area.
 - As-builts or \$7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.
 - The Public Works Department will monitor traffic counts and patterns following completion of the development.
4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.
5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October 2020.

Maria Regan-Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Required Findings

Part 1: Development proposals in the Mixed Use Districts shall be reviewed for compliance with the following (537.01, Subd.2):

1. *Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan and any redevelopment plans established for the area.* As part of the 2040 Comprehensive Plan update, a small area plan for the 66th Street and Nicollet Avenue area (including this site) was prepared. The study confirmed the strength of the Richfield housing market; indicating that there was an opportunity to build additional higher income multi-family units in this area. A small amount of additional office space was also indicated as a possibility for the area, specifically as a complement to the introduction of new residential buildings in a mixed-use development pattern.

Policies in the Comprehensive Plan that support this proposal include the following:

- Commit to equitable opportunities for all.
 - Emphasize sustainability.
 - Maintain an appropriate mix of housing types in each neighborhood based on available amenities, transportation resources, and adjacent land uses.
 - Promote development that broadens the tax base.
 - Encourage development of areas where vehicle use is minimized.
2. *Consistency with the regulations of the Mixed Use Districts as described by Section 537 of the Code.* The proposed development meets the intent of the Mixed Use District regulations. The proposal only deviates from regulations as follows:
 - As a corner lot and a through lot (extending through a block), the building could be interpreted to have three "front" sides facing 66th Street, 1st Avenue, and Stevens Avenue. The building exceeds the maximum front/side setback of 15' along both 1st Avenue (19.4') and Stevens Avenue (52.6'); however, the proposed design balances the need for customer entrance and patio space adjacent to the commercial uses on the west side of the building, while providing a larger setback to the residential areas to the south and east along Stevens Avenue.
 3. *Creation of a design for structures and site features which promotes the following:*
 - i. *An internal sense of order among the buildings and uses.* The location of the building, drive aisle and parking lot, amenities and walkways provide a safe and accessible site that will adequately serve residents and customers arriving by all transportation modes. Pedestrian connections to 66th Street are strong and active uses & building frontages are included on all sides, with the exception of the ground floor facing Stevens Avenue.

- ii. *The adequacy of vehicular and pedestrian circulation, including walkways, interior drives and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.* See above
- iii. *Energy conservation through the design of structures and the use of landscape materials and site grading.* The approved plans include a proof-of-parking area that will be landscaped unless found necessary to alleviate an unusual parking demand.
- iv. *The minimization of adverse environmental effects on persons using the development and adjacent properties.* The proposal includes buffering and landscaping along property boundaries and exceeds the minimum amount of pervious surfaces required.

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

- 1. *The proposed development conforms to the goals and objectives of the City's Comprehensive Plan and any applicable redevelopment plans.* See above Part 1, #1
- 2. *The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.* See above – Part 1, #3.
- 3. *The development is in substantial conformance with the purpose and intent of the guiding district, and departures from the guiding district regulations are justified by the design of the development.* The development is in substantial compliance with the intent of the guiding Mixed-Use District. Departures from requirements are minimal and the proposal meets the intent of requirements.
- 4. *The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or area proposed to serve the development.* The City's Public Works, Engineering, and Recreation Departments have reviewed the proposal and do not anticipate any issues.
- 5. *The development will not have undue adverse impacts on neighboring properties.* Undue adverse impacts are not anticipated. The site and the conditions of the resolution are designed to minimize any potential negative impacts on neighboring properties. Most traffic is expected to reach the development via 66th Street, rather than from the south via 1st or Stevens Avenue. Entering or exiting the development through the neighborhood would be slower than directly via 66th Street. Furthermore, 1st and Stevens Avenues do not continue south of 68th Street (the street grid is interrupted) making neighborhood traffic increases unlikely. The plan includes signage and curb modifications to prohibit right turns from the development onto southbound Stevens Avenue.

6. *The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.* The final development plan and conditional use permit resolution establish conditions sufficient to protect the public interest.

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

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* See above – Part 1, #1.
2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* The use is consistent with the intent of the Planned Mixed Use District and the underlying Mixed Use District.
3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* See above – Part 1, #1
4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposed development is in substantial compliance with performance standards. Deviation from Code requirements is requested as follows:

Parking lot setback – The applicant has proposed a 10.17 ft. setback from the south property line; the Code requires a 15-ft. setback. The intent of this provision is to provide adequate area to attractively screen the parking lot and buffer adjacent properties from headlights and vehicle noise. The proposed buffer provides 100% screening of the parking lot through a combination of fencing and landscaping. The buffer area is large enough to support the plants selected and will provide an attractive barrier between the development and the adjacent property to south (6613 1st Avenue).

5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any adverse impacts.
6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* Adequate provisions have been made to protect the public health, safety and welfare from undue adverse impacts.
7. *There is a public need for such use at the proposed location.* See above – Part 1, #1.
8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* This requirement is met.

PLH MIXED USE BUILDING

RICHFIELD, MINNESOTA

ISG PROJECT # 17-20746



PROJECT GENERAL NOTES	
1.	ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL AND SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT / ENGINEER.
2.	CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK. CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND CORRELATING QUANTITIES AND DIMENSIONS.
3.	WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
4.	FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT / ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
5.	DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN, WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT / ENGINEER BEFORE PROCEEDING WITH THE WORK.
6.	ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT / ENGINEER BEFORE PROCEEDING WITH THE WORK.
7.	LARGE-SCALE, MORE SPECIFIC DETAILS TAKE PRECEDENCE OVER SMALLER-SCALE, LESS SPECIFIC DETAILS AND INFORMATION. MORE STRINGENT REQUIREMENTS FOR CODE, PRODUCTS AND INSTALLATION TAKE PRECEDENCE OVER LESS STRINGENT REQUIREMENTS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
8.	PROVIDE CONTINUOUS SEALANT AROUND ALL MATERIALS AT EXTERIOR WALL PENETRATIONS. REFER TO SPECIFICATIONS FOR APPROPRIATE SEALANT.
9.	ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
10.	SEAL ALL OPENINGS IN WALLS, FLOORS, CEILINGS, AND ROOFS, AROUND DUCTS, PIPES, VENTS, TRAPS, CONDUIT AND ALL OTHER PENETRATIONS WITH FIRESTOPPING AS SPECIFIED AND REQUIRED BY CODES.
11.	PROVIDE TEMPORARY WALLS, ENCLOSURES, DUST SHIELDS AND WALK-OFF MATS AS REQUIRED TO SEPARATE DEMOLITION AND CONSTRUCTION FROM EXISTING BUILDING.
12.	PROVIDE BRACING AND SHORING AS REQUIRED TO PROTECT EXISTING STRUCTURE TO REMAIN. PROVIDE SECURE AND WEATHERPROOF ENCLOSURE OF TEMPORARY OPENINGS IN EXTERIOR WALLS. PROTECT ALL BUILDING COMPONENTS FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
13.	RESTORE ALL EXISTING AREAS AFFECTED BY DEMOLITION AND RELATED NEW CONSTRUCTION TO THEIR ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO WALLS, FLOORS, AND CEILINGS AND THEIR ASSOCIATED FINISHES.
14.	PROVIDE SOLID WALL BACKING WITH METAL OR FIRE-RETARDANT WOOD BLOCKING BEHIND DOOR HARDWARE SUCH AS WALL STOPS, BUMPERS, HOLD OPENS, ETC.



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

DATE _____ LIC. NO. _____

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.

DATE _____ LIC. NO. _____

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
06/05/19	ADDENDUM #1	DRL
06/14/19	ADDENDUM #2	MDS

PROJECT NO.	17-20746
FILE NAME	20746 ARCH R18.RVT
DRAWN BY	DRL
DESIGNED BY	JPW
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	05/22/2019
CLIENT PROJECT NO.	

TITLE

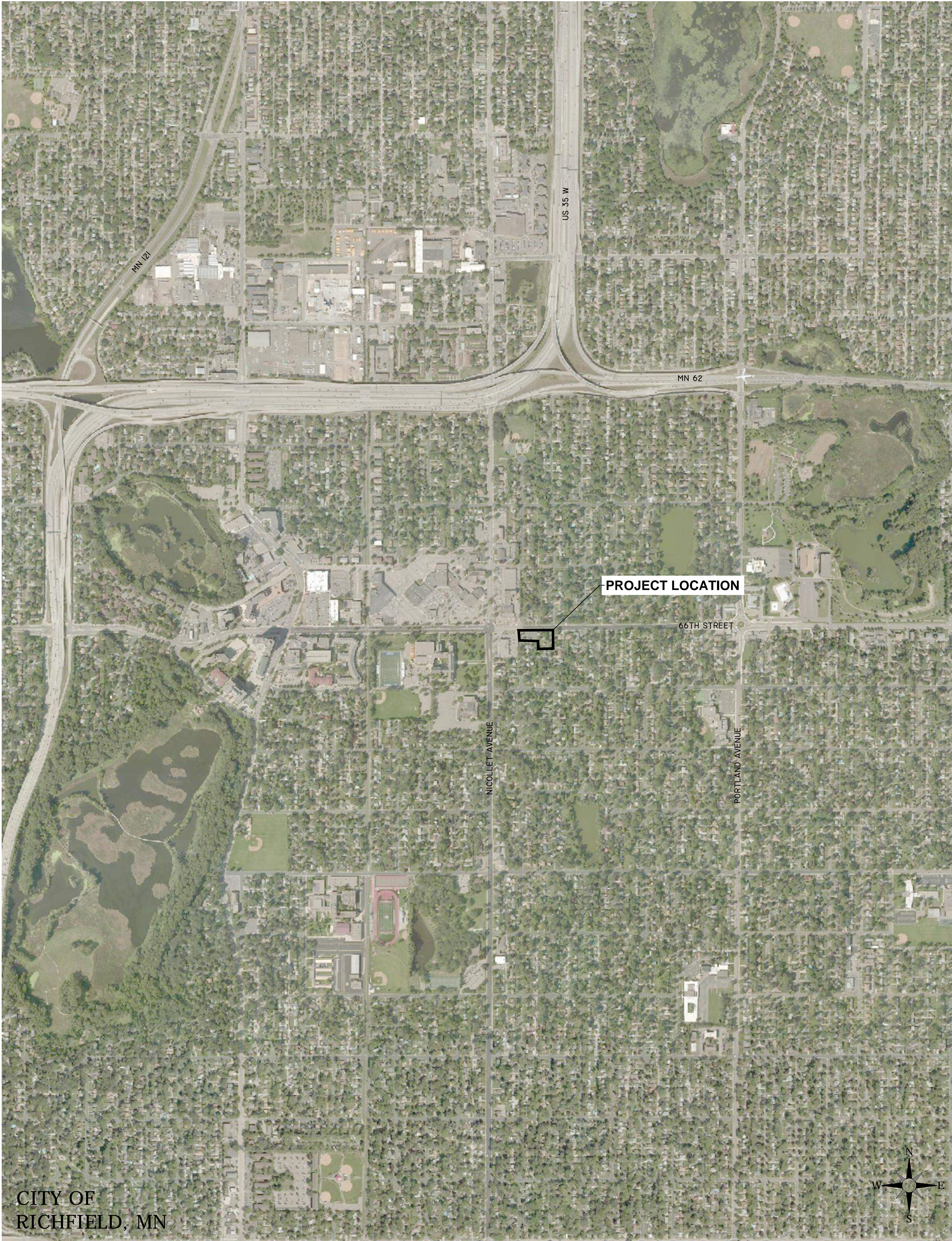
TITLE SHEET, SHEET INDEX, PROJECT GENERAL NOTES

SHEET
G1-10

PROJECT INDEX:

OWNER:	PROJECT ADDRESS:	MANAGING OFFICE:
PLH & ASSOCIATES, LLC. PAUL LYNCH PO BOX 390157 MINNEAPOLIS, MINNESOTA 55439 608.206.7596	PLH MIXED USE BLDG 101 66th STREET EAST RICHFIELD, MINNESOTA	 MINNEAPOLIS / ST. PAUL OFFICE 7900 INTERNATIONAL DRIVE INTERNATIONAL PLAZA SUITE 550 MINNEAPOLIS, MN 55425 PHONE: 952.426.0699 PROJECT MANAGER: JOE WAGNER EMAIL: joe.wagner@is-grp.com

REFERENCE SCALE
0 1/4" = 1'-0"
1" = 12'-0"
2" = 24'-0"



LOCATION MAP

SCALE IN FEET

0 500' 1000'

PROJECT ADDRESS / LOCATION:
6600 STEVENS AVENUE SOUTH
RICHFIELD, MN 55423

S27, T28, R24

RICHFIELD, HENNEPIN, MINNESOTA

SITE SUMMARY			
PROPOSED ZONING:	PMU, PLANNED MIXED USE		
SITE AREA:	0.98 AC.		
IMPERVIOUS AREA PROPOSED:	0.72 AC. / 73%		
GREENSPACE PROPOSED:	0.26 AC. / 27%		
BUILDING COVERAGE PROPOSED:	0.30 AC. / 31%		
RETAIL SF:	6,122 SF		
RESIDENTIAL SF:	33,250 SF		
UNDERGROUND SF:	13,333 SF		
BUILDING SF:	52,705 SF		
RESIDENTIAL UNITS:	31 UNITS		
PARKING REQUIREMENTS (PER CITY CODE)			
TYPE	UNIT / AREA	STALLS REQUIRED	STALLS PROVIDED
19' x 9'	1.5 / UNIT	47	33
19' X 9'	3.5 / 1000 SF	22	38
HANDICAP STALL		2	2
TOTAL:		69	71
SETBACKS			
	PARKING	BUILDING	
FRONT YARD	3'	0'	
SIDE YARD	3'	0'	
REAR YARD	3'	0'	
RESIDENTIAL	3'	15'	

PROJECT GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
- CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
- THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- THE CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS, MINIMUM 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (811 OR 1-800-252-1166).

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF RICHFIELD REQUIREMENTS AND MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2016 EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 2015, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 1996 ADJUSTMENT (NAD83(1996)) ON THE HENNEPIN COUNTY COORDINATE SYSTEM, IN U.S. SURVEY FEET.

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN JUNE 2017 BY ISG.

FLOOD ZONE

THE FLOOD ZONE CLASSIFICATION/LIMITS DEPICTED HEREON, IF ANY, ARE SUBJECT TO MAP SCALE UNCERTAINTY. THE SURVEYED PROPERTY SHOWN ON THIS SURVEY MAP IS NOT IN A HAZARDOUS FLOOD AREA, ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 27053C0369F, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE NOVEMBER 4, 2016. FLOOD AREAS ARE SHOWN ON THIS SURVEY.

LEGEND

EXISTING	
---	CITY LIMITS
---	SECTION LINE
---	QUARTER SECTION LINE
---	RIGHT OF WAY LINE
---	PROPERTY / LOT LINE
---	EASEMENT LINE
---	ACCESS CONTROL
---	WATER EDGE
---	WETLAND BOUNDARY
---	WETLAND / MARSH
---	FENCE LINE
---	CULVERT
---	STORM SEWER
---	SANITARY SEWER
---	SANITARY SEWER FORCEMAIN
---	WATER
---	GAS
---	OVERHEAD ELECTRIC
---	UNDERGROUND ELECTRIC
---	UNDERGROUND TELEPHONE
---	UNDERGROUND TV
---	OVERHEAD UTILITY
---	UNDERGROUND UTILITY
---	UNDERGROUND FIBER OPTIC
---	CONTOUR (MAJOR)
---	CONTOUR (MINOR)
---	DECIDUOUS TREE
---	CONIFEROUS TREE
---	TREE LINE
---	MANHOLE/STRUCTURE
---	CATCH BASIN
---	HYDRANT
---	VALVE
---	CURB STOP
---	POWER POLE
---	UTILITY PEDESTAL / CABINET
PROPOSED	
---	LOT LINE
---	RIGHT OF WAY
---	EASEMENT
---	CULVERT
---	STORM SEWER (PIPE WIDTH)
---	SANITARY SEWER
---	WATER
---	GAS
---	UNDERGROUND ELECTRIC
---	UNDERGROUND TV
---	CONTOUR
---	SANITARY CLEAN OUT
---	STORM MANHOLE
---	CATCH BASIN
---	HYDRANT
---	VALVE
---	CURB STOP
---	LIGHT POLES

CIVIL SHEET INDEX

C0-10	SITE DATA
C0-20	SITE DETAILS
C0-21	SITE DETAILS
C0-22	SITE DETAILS
C0-23	SITE DETAILS
C0-24	SITE DETAILS
C0-25	STORMWATER CHAMBER DETAILS
C1-10	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) EXISTING CONDITIONS
C1-20	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PROPOSED CONDITIONS
C1-30	STORMWATER POLLUTION PREVENTION PLAN NOTES
C1-31	STORMWATER POLLUTION PREVENTION PLAN NOTES
C1-32	STORMWATER POLLUTION PREVENTION PLAN NOTES
C1-33	STORMWATER POLLUTION PREVENTION PLAN DETAILS
C2-10	EXISTING SITE & REMOVALS PLAN
C3-10	SITE PLAN
C3-20	SITE UTILITY PLAN
C4-10	SITE GRADING PLAN
C5-10	SITE RESTORATION PLAN
C5-20	PLANTING PLAN
C5-21	PLANT SCHEDULE, NOTES, & DETAILS
C6-10	PHOTOMETRICS PLAN

ISG

B.M. ELEVATION=841.76
TOP NUT OF HYDRANT LOCATED ON THE NORTH
WEST CORNER OF THE STEVENS AVENUE AND
66TH STREET INTERSECTION.

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

RYAN J. ANDERSON

Ryan Anderson
DATE: 05/14/19 LIC. NO.: 55938

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PROJECT

PLH MIXED USE
BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	17-20746
FILE NAME	20746 C0 - DETAILS
DRAWN BY	ART
DESIGNED BY	ART
REVIEWED BY	ATB
ORIGINAL ISSUE DATE	3/23/18

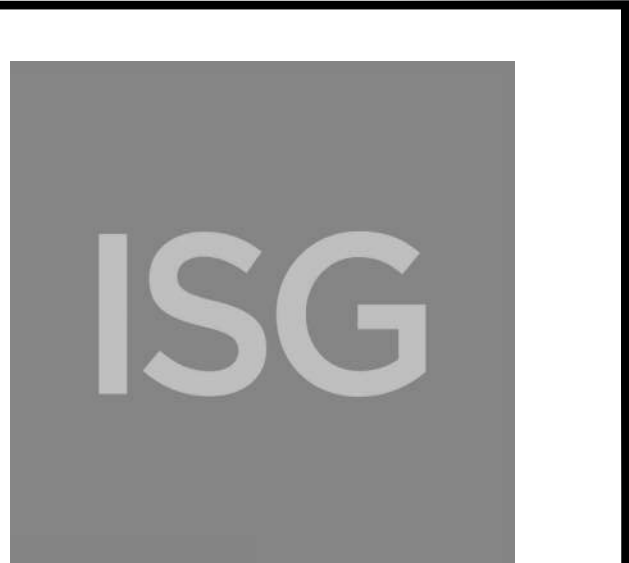
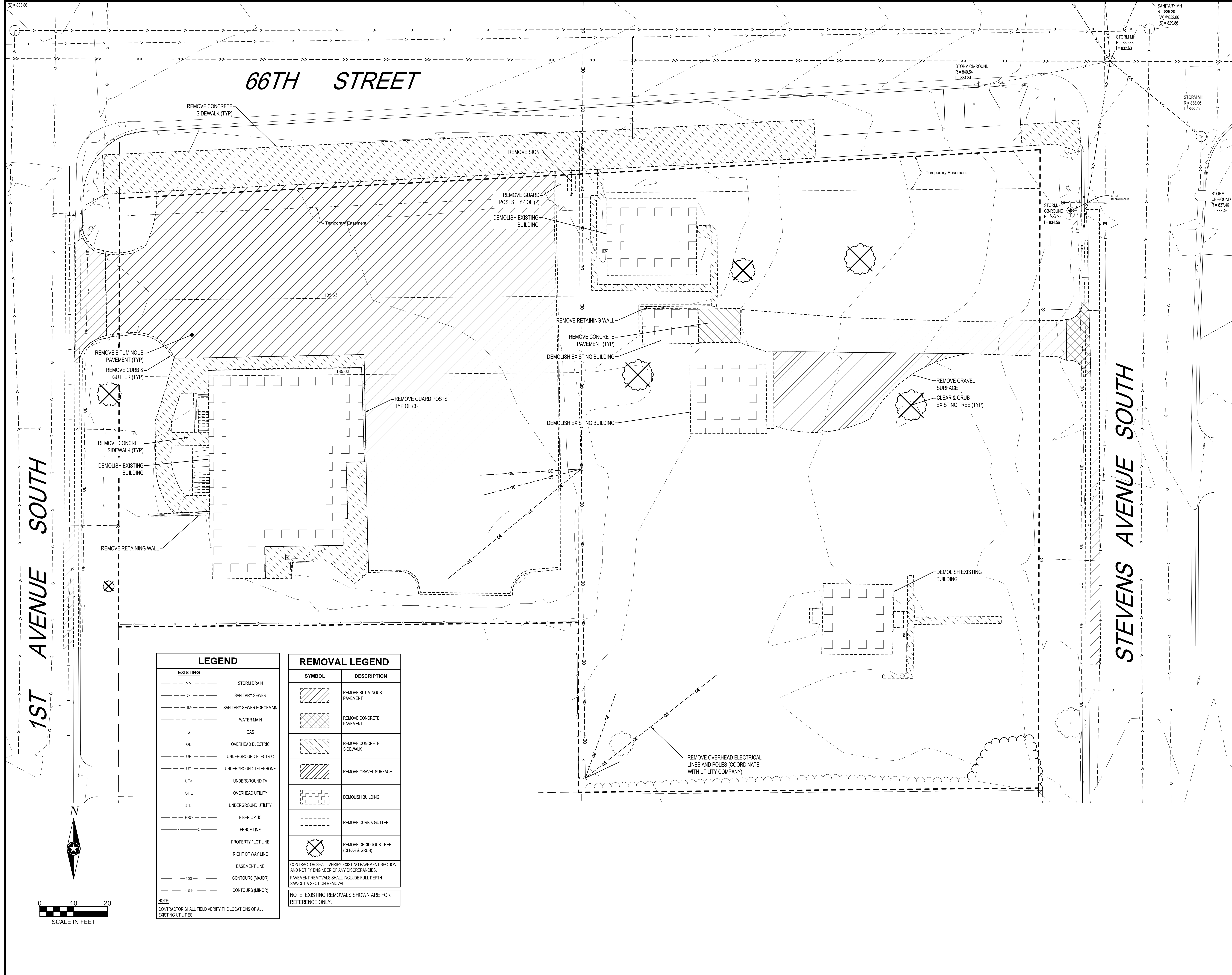
CLIENT PROJECT NO.

TITLE

SITE DATA

SHEET

CO-10



B.M. ELEVATION=841.76
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Ryan Anderson
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PROJECT

PLH MIXED USE
BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 17-20746
FILE NAME 20746 C2 - EXISTING
DRAWN BY MNA
DESIGNED BY MNA
REVIEWED BY ATB
ORIGINAL ISSUE DATE 3/23/18
CLIENT PROJECT NO.

TITLE

EXISTING SITE &
REMOVALS PLAN

SHEET

C2-10



B.M. ELEVATION = 841.76
TOP OF HYDRANT LOCATED ON THE NORTH
WEST CORNER OF THE STEVENS AVENUE AND
66TH STREET INTERSECTION

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RYAN J. ANDERSON
DATE: 05/16/19 LIC. NO.: 559306

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PROJECT

PLH MIXED USE
BUILDING

RICHFIELD MINNESOTA

DATE	DESCRIPTION	BY
05/16/19	ADDENDUM 1	ART

PROJECT NO.	17-207-05
FILE NAME	2018-03 - SITE
DRAWN BY	MPA
DESIGNED BY	MPA
REVIEWED BY	AJR
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	

TITLE

SITE PLAN

SHEET

C3-10

66TH STREET

PROPOSED MIXED-USE BUILDING
1ST FLOOR FFE=845.42'
PARKING GARAGE FFE=834.42'

STEVENS AVENUE SOUTH

1ST AVENUE SOUTH

SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	COUNTY CONCRETE SIDEWALK SECTION
	CONCRETE SIDEWALK



SCALE IN FEET



PROPOSING TO REMOVE THESE
STALL TO GET TO THE MAXIMUM
67 STALLS.



HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR
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Ryan Anderson

DATE _____ LIC. NO. _____

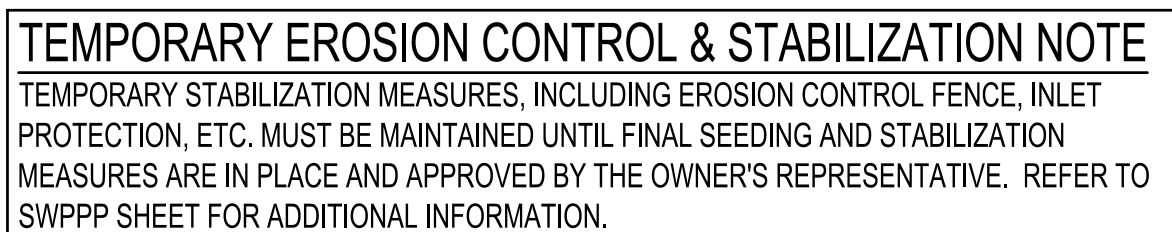
PROJECT


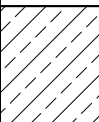

RICHFIELD MINNESOTA

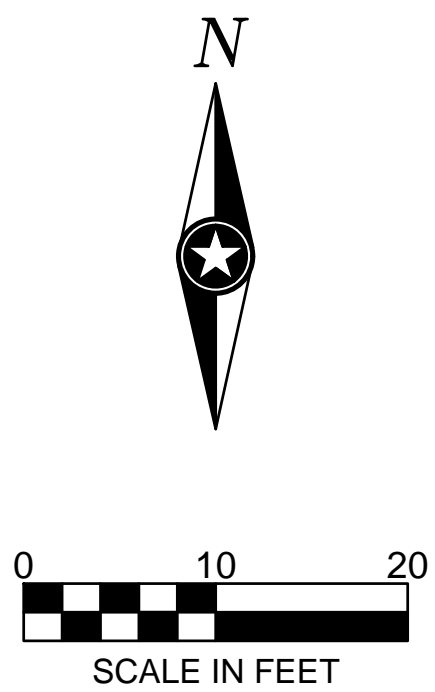
PROJECT NO.	17-20746
FILE NAME	20746 C5 - LANDSCAPE
DRAWN BY	---
DESIGNED BY	--
REVIEWED BY	--
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	-

SITE RESTORATION PLAN

C5-10



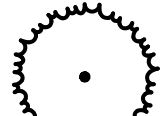
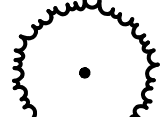
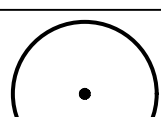
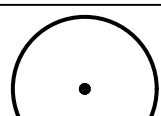


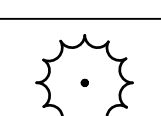
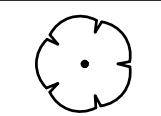

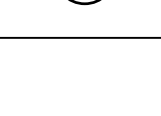
REFERENCE NOTES SCHEDULE		
SYMBOL	DESCRIPTION	QTY
	EDGER	155 lf
SYMBOL	DESCRIPTION	QTY
	SOD	10,845 sf
	WOOD MULCH	1,776 sf



GENERAL PLANTING NOTES

- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
- SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
- REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
- LAWN AREAS SHALL HAVE 6" MINIMUM DEPTH OF TOPSOIL. TOPSOIL SHALL BE COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
- REFER TO PLANTING DETAILS PLAN FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES. REFER TO SPECIFICATIONS FOR MIX TYPE.
- FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
- ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
- IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
- OWNER RESERVES THE RIGHT TO REVISE QUANTITIES TO SUIT BUDGET LIMITATIONS. CONTRACTOR'S UNIT BID PRICES SHALL PREVAIL FOR ANY CHANGES IN QUANTITIES.
- ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE AND OWNER.
- ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.N.S.I.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO A.N.S.I.
- ALL PLANT MATERIAL SHALL BE GUARANTEED TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED FREE OF CHARGE WITH THE SAME GRADE AND SPECIES. ALL TREES SHALL HAVE A STRONG CENTRAL LEADER.
- CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO OPERATIONS. ANY AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- PLANTING BED EDGING - USE 3/4" x 6" PROFESSIONAL GRADE METAL EDGING IN ALL AREAS WHERE PLANTING BED MEETS LAWN AREAS OR WHERE INDICATED. USE 12" METAL SPIKES AS INSTRUCTED BY MANUFACTURER.
- PROVIDE SHREDDED HARDWOOD MULCH, NATURAL COLOR, SURROUNDING ALL PROPOSED TREES TO A 3-INCH MINIMUM DEPTH AS SHOWN IN TREE PLANTING DETAIL. DO NOT USE AN UNDERLAYMENT SUCH AS PLASTIC SHEET OR LANDSCAPE FABRIC. IF LOCATED WITHIN A PLANT BED, SUBSTITUTE THIS MULCH WITH THE MULCH CALLED FOR WITHIN THAT PLANT BED. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING.
- ALL AREAS NOT WITHIN PLANT BEDS OR PAVEMENT SHALL BE SODDED. TURF AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED. SOD SECTIONS SHALL BE NO SMALLER THAN 24" X 36" STAKED IN PLACE WITH BIODEGRADABLE SOD STAKES WHEN SLOPE IS STEEPER THAN 5:1 OR WHEN CONDITIONS REQUIRE.
- IRRIGATION REQUIRED - IRRIGATION SYSTEM SHALL BE CONSTRUCTED AS A 'DESIGN BUILD' PROJECT AND SERVICE ALL GREEN SPACE INCLUDING LAWN AND PLANTING BEDS. CONTRACTOR TO SUBMIT DRAWING FOR APPROVAL BY ENGINEER AND LANDSCAPE ARCHITECT.
- FOR PLANT, SHRUB, AND TREE LOCATIONS, CONTRACTOR IS PERMITTED TO USE DISCRETION AS NECESSARY TO AVOID DRIVEWAYS, UTILITIES, OR OTHER CONFLICTS. THE TOTAL NUMBER OF PLANTS, INCLUDING SHRUBS AND TREES SHALL MEET CITY CODE.
- INDICATED QUANTITIES ARE ESTIMATES AND SHOULD BE CONFIRMED BY THE CONTRACTOR/BIDDER.
- IRRIGATION WATER METER TO BE INSTALLED BY PLUMBING CONTRACTOR.

PLANT SCHEDULE

CON.TREES	QTY	COMMON NAME	SIZE	ROOT	NOTE
	9	Black Hills Spruce <i>Picea glauca densata</i>	6' Ht	B & B	
	11	Eastern Red Cedar <i>Juniperus virginiana</i>	6' Ht	B & B	
OVERSTORY	QTY	COMMON NAME	SIZE	ROOT	NOTE
	3	Autumn Gold Ginkgo <i>Ginkgo biloba 'Autumn Gold'</i>	2-1/2" Cal	B & B	male plant only
	1	Bur Oak <i>Quercus macrocarpa</i>	2-1/2" Cal	B & B	
	1	Hackberry <i>Celtis occidentalis</i>	2-1/2" Cal	B & B	
	3	River Birch (Multi-Trunk) <i>Betula nigra</i>	6' Ht	B & B	Multi-trunk
CON.SHRUBS	QTY	COMMON NAME	SIZE	ROOT	NOTE
	34	Sea Green Juniper <i>Juniperus chinensis 'Sea Green'</i>	24" Ht.	Cont	
DEC.SHRUBS	QTY	COMMON NAME	SIZE	ROOT	NOTE
	4	Cranberry Cotoneaster <i>Cotoneaster apiculatus</i>	16" Ht	Cont	
	15	Dwarf Winged Euonymus <i>Euonymus alatus 'Compactus'</i>	4' Ht.	Cont	
	43	Goldmound Spirea <i>Spiraea x bumalda 'Goldmound'</i>	24" Ht.	Cont	

B.M. ELEVATION=841.76

TOP NUT OF HYDRANT LOCATED ON THE NORTH WEST CORNER OF THE STEVENS AVENUE AND 66TH STREET INTERSECTION.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR

REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

RYAN J. ANDERSON

Ryan Anderson

DATE: 05/14/19 LIC. NO. 55938

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DATE: LIC. NO.

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/16/18	CITY RESUBMITTAL	ART

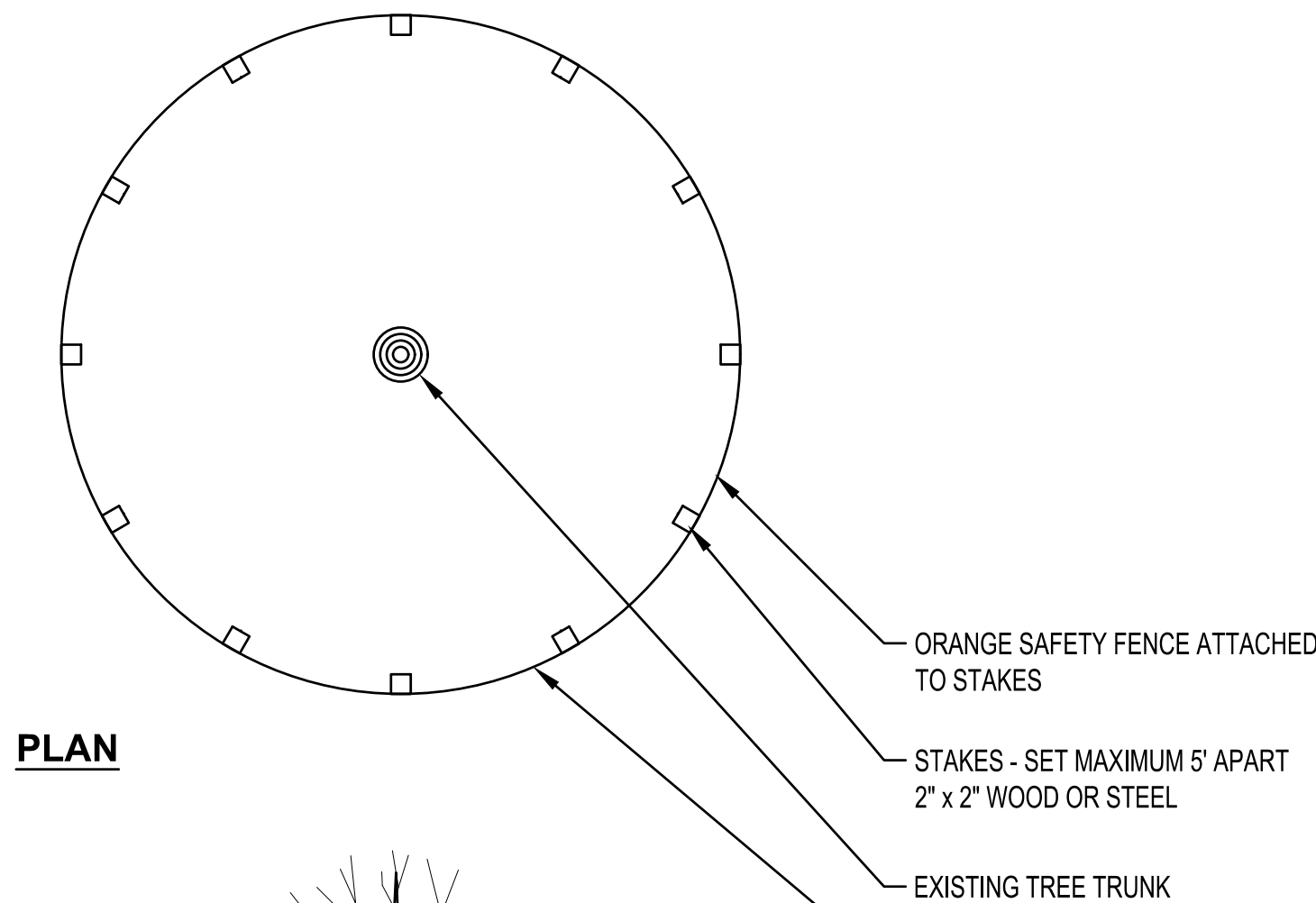
PROJECT NO.	17-20746
FILE NAME	20746 CS - LANDSCAPE
DRAWN BY	—
DESIGNED BY	—
REVIEWED BY	—
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	—

TITLE

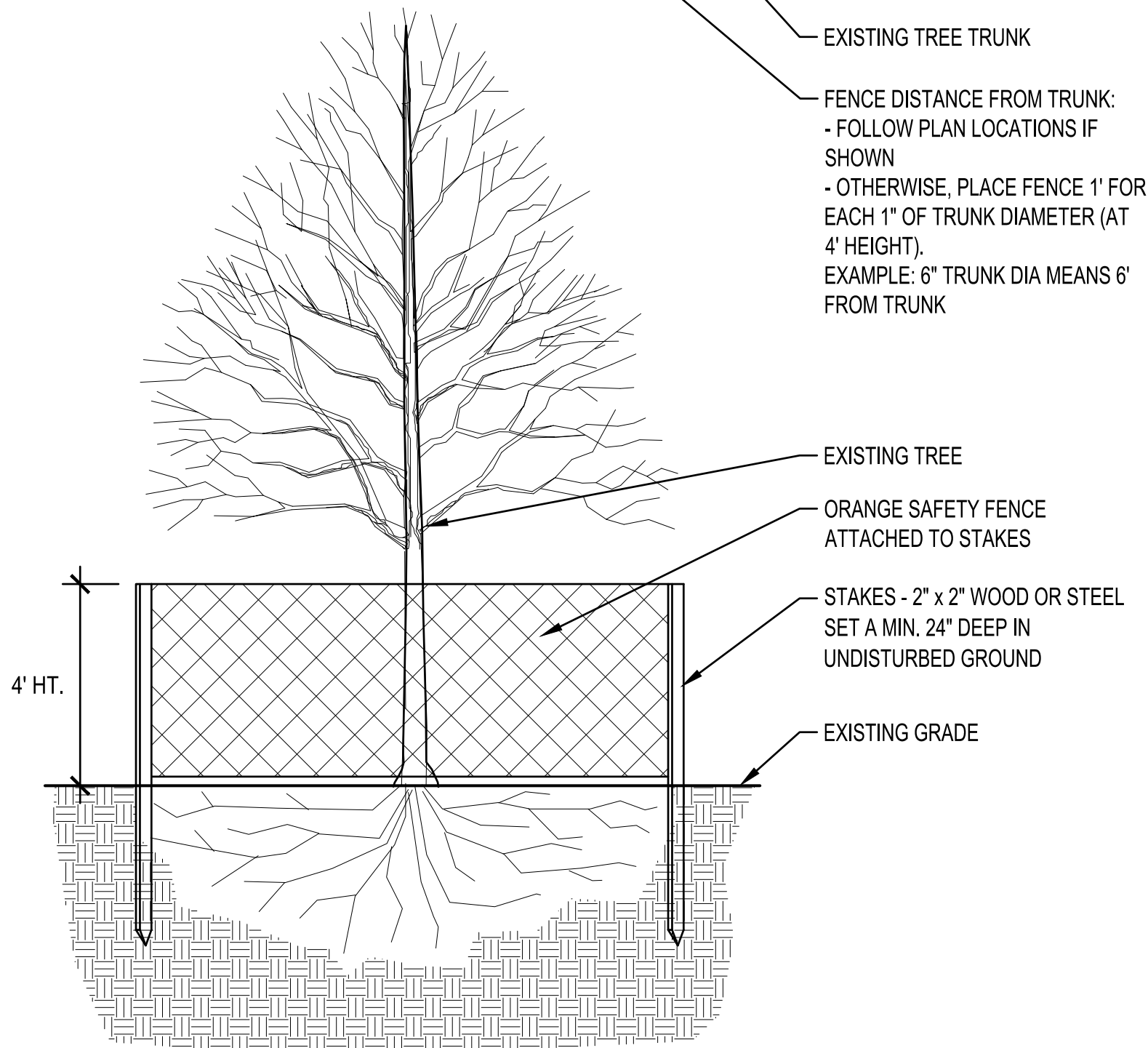
PLANT SCHEDULE, NOTES, & DETAILS

SHEET

C5-21



PLAN

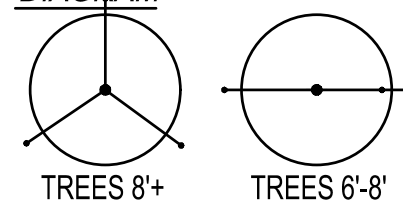


SECTION

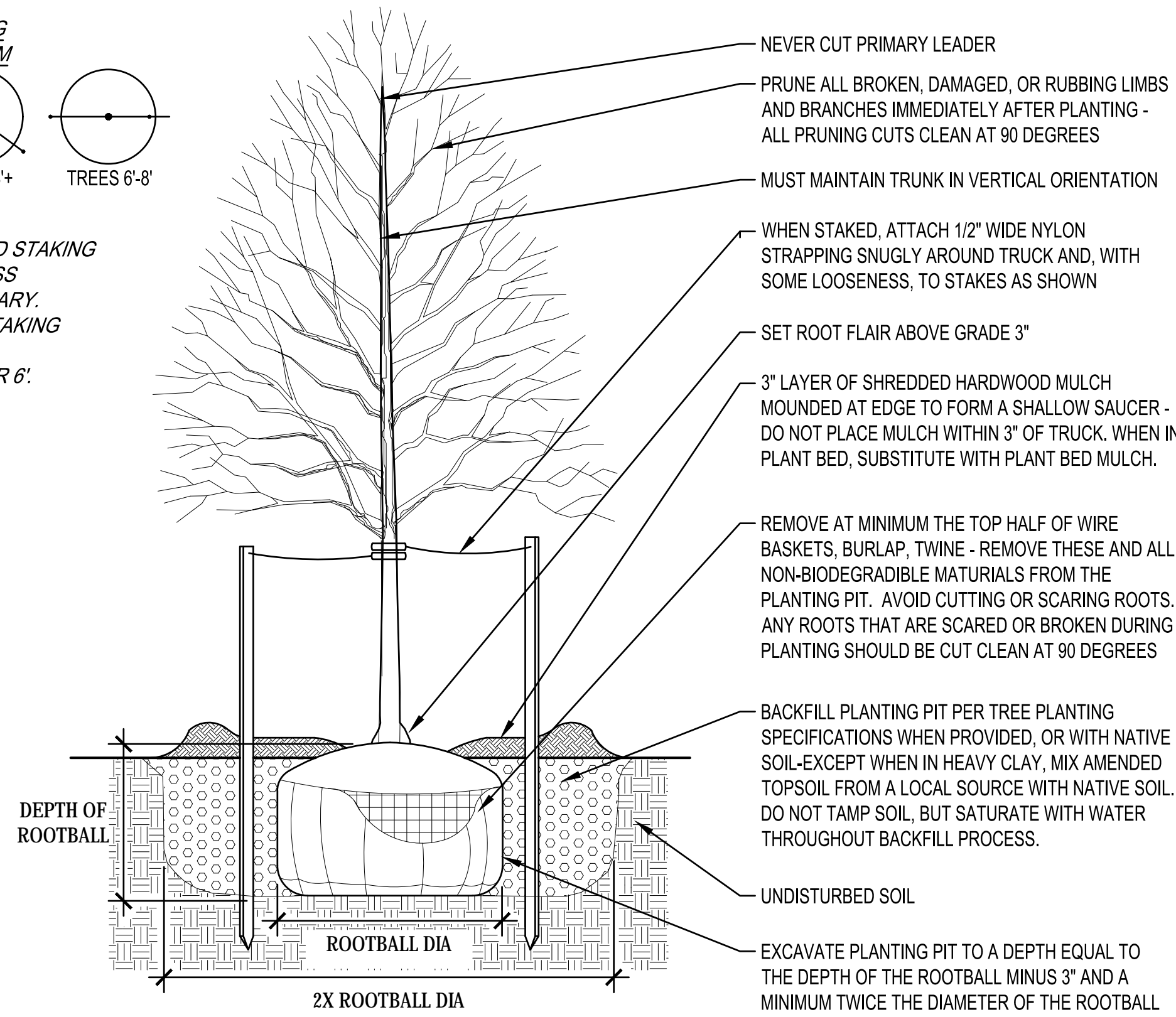
TREE PROTECTION DETAIL

NO SCALE

STAKING DIAGRAM

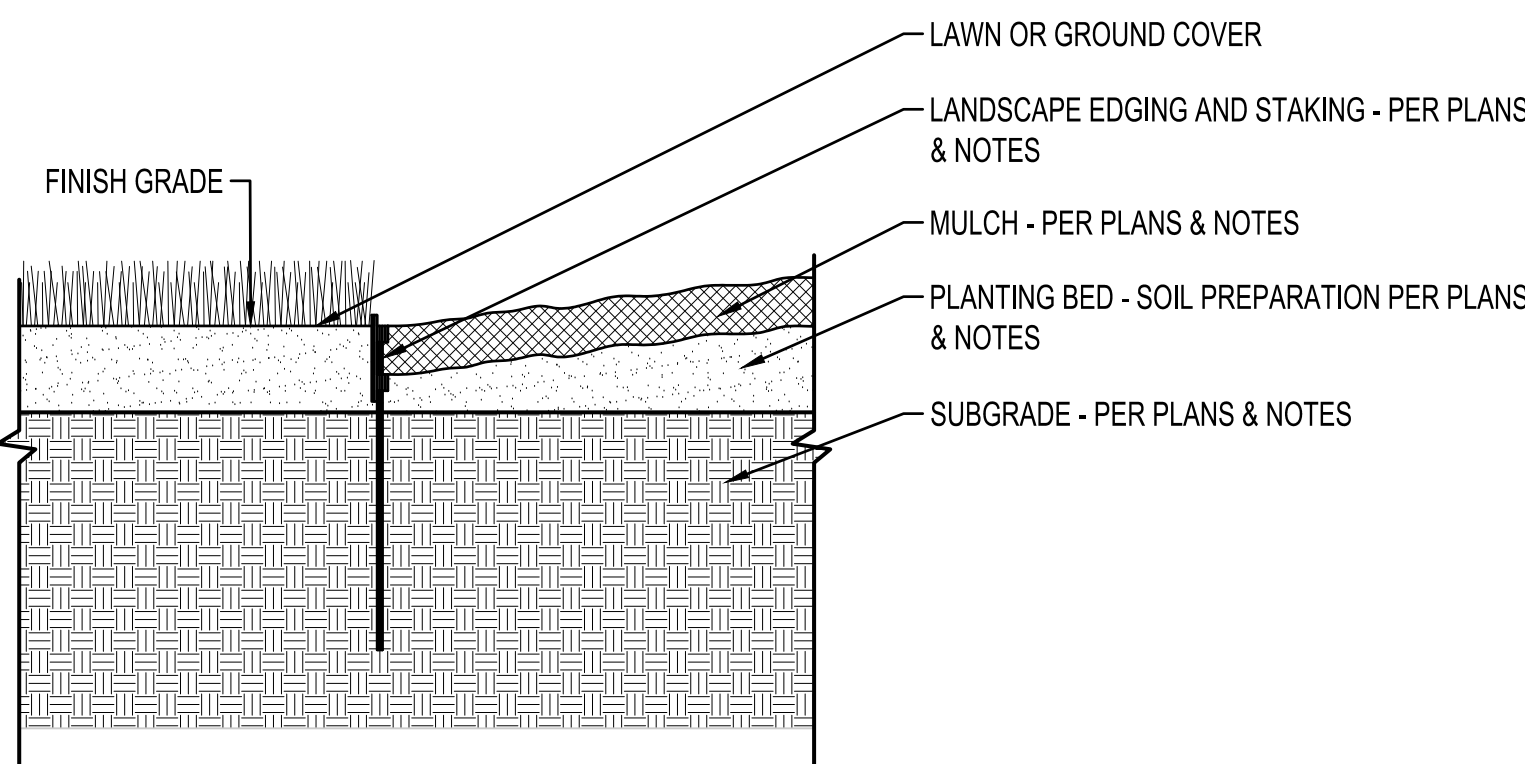


NOTE:
* AVOID STAKING UNLESS NECESSARY.
* NO STAKING TREES UNDER 6'.



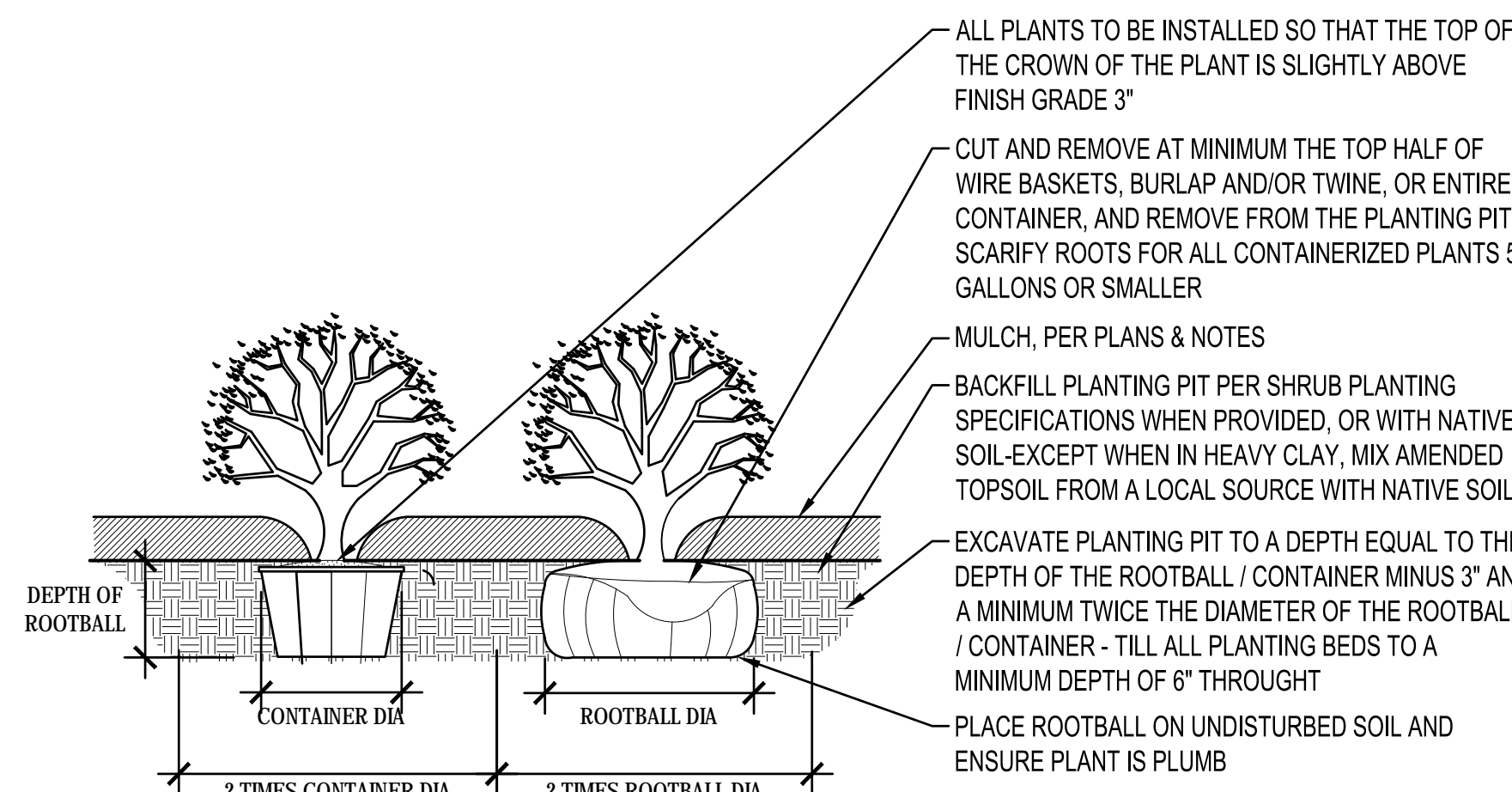
TREE PLANTING DETAIL

NO SCALE



LANDSCAPE EDGING DETAIL

NO SCALE



SHRUB PLANTING DETAIL

NO SCALE

TREE PLANTING NOTES

- PRIOR TO DELIVERY TO THE SITE, THE CONTRACTOR SHALL LOCATE THE BUTTRESS ROOTS OR TRUNK FLARE OF EACH TREE. IF FLARE IS LOCATED MORE THAN 2" DOWN FROM THE TOP OF THE ROOTBALL, THE TREE IS REJECTED AND SHALL NOT BE DELIVERED TO THE SITE.
- ONCE THE PROPERLY GROWN TREE IS DELIVERED TO THE SITE, MEASURE DISTANCE BETWEEN TOP OF THE BUTTRESS ROOTS AND THE BOTTOM OF THE ROOTBALL. SUBTRACT 2" TO DETERMINE DEPTH OF PLANTING PIT.
- DIG PIT TO DEPTH DETERMINED ABOVE. PIT SHALL BE DISHED WITH SIDEWALLS AS SHOWN BELOW. SCARIFY WALLS AND BOTTOM OF PIT.
- SET TREE IN PIT SO THAT THE FLARE IS ONE-TWO INCHES ABOVE SURROUNDING GRADE. IN ALL AREAS WITH HEAVY CLAY OR POORLY DRAINED SOILS (MOTTLING), CONTACT LANDSCAPE ARCHITECT. TREE MAY BE RELOCATED OR THE ROOTBALL FURTHER ELEVATED.
- REMOVE ANY SOIL FROM TOP OF ROOTBALL TO EXPOSE TOP OF FLARE. THE LANDSCAPE ARCHITECT WILL NOT ACCEPT ANY TREE UNLESS THE FLARE IS VISIBLE.
- BACKFILL PLANTING PIT TO WITHIN 12" OF GRADE AND THOROUGHLY WATER.
- REMOVE BURLAP, WIRE, AND ALL ROPE FROM THE TOP 12" OF THE ROOTBALL.
- BACKFILL TO THE TOP OF THE ROOTBALL.
- DO NOT CREATE WATERING RING.
- CONTACT OWNER'S REPRESENTATIVE TO INSPECT PLANTING PRIOR TO PLACING ANY MULCH OVER THE ROOT BALL.

IRRIGATION REQUIREMENTS

IRRIGATION SYSTEM SHALL BE CONSTRUCTED AS A 'DESIGN BUILD' PROJECT AND SERVICE ALL LANDSCAPED AREA, EXCEPT WHERE NOTED OTHERWISE, INCLUDING LAWN AND PLANTING BEDS. CONTRACTOR TO SUBMIT DRAWINGS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE.

CONTAINER GROWN TREES

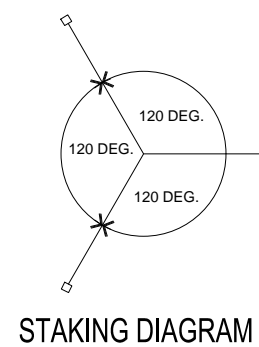
- LOCATE BUTTRESS ROOTS (SEE NOTES ABOVE).
- REMOVE EXCESS SOIL FROM TOP OF ROOT BALL TO EXPOSE TRUNK FLARE. MEASURE DEPTH OF ROOTBALL TO DETERMINE DEPTH OF PLANTING PIT.
- TO ELIMINATE ENCIRCLING ROOTS, MAKE SEVERAL VERTICAL SLITS AROUND PERIMETER OF ROOT MASS FROM TOP TO BOTTOM OF THE ROOTBALL. DEPTH OF SLITS INTO THE ROOTBALL SHALL BE AT LEAST 2".

STAKING

GUY ASSEMBLY: 16" POLYPROPYLENE OR POLYETHYLENE (40 MIL) 1-1/2" WIDE STRIP. (TYP.) DOUBLE STRAND 14 GA WIRE & 3 STEEL STAKES OR SIGN POSTS @ 120 DEG. O.C. (SEE STAKING DIAGRAM).

CONTRACTOR SHALL STAKE TREES ONLY IF THE TREE(S) BEGIN TO LEAN WITHIN THE GUARANTEE PERIOD.

COORDINATE STAKING TO INSURE UNIFORM ORIENTATION OF GUY LINES AND STAKES.



TREES WILL BE REJECTED FOR THE FOLLOWING REASONS:

- POOR FORM
- DAMAGED TRUNK
- BURIED ROOT FLARES
- ENCIRCLING TRANSPORT ROOTS
- UNCONSOLIDATED ROOTBALL SOIL (DUE TO EXCESSIVE HANDLING)

66TH STREET

PROPOSED MIXED-USE BUILDING
FFE=845.42'

STEVENS AVENUE SOUTH

1ST AVENUE SOUTH

Luminaire Schedule				
TYPE	SYMBOL	QTY	DESCRIPTION	MODEL
Z1		2	LITHONIA D-SERIES SIZE 1-530-T2M	DSXW1 LED 10C 530 40K T2M MVOLT
Z12		5	LITHONIA D-SERIES SIZE 1-350-T2M	DSXW1 LED 10C 350 40K T2M MVOLT
Z14		1	LITHONIA D-SERIES SIZE 1 - T4M	DSXW1 LED 10C 350 40K T4M MVOLT
Z2F		3	LITHONIA D-SERIES SIZE 2 - TFTM	DSXW2 LED 20C 1000 40K TFTM MVOLT
				LUMENS
				2101
				1448
				1458
				7593

B.M. ELEVATION=841.76
TOP NUT OF HYDRANT LOCATED ON THE NORTH
WEST CORNER OF THE STEVENS AVENUE AND
66TH STREET INTERSECTION.

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RYAN J. ANDERSON

Ryan Anderson

DATE: 05/14/19 LIC. NO. 55938

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DATE: LIC. NO.

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PROJECT

PLH MIXED USE
BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	17-20746
FILE NAME	20746 C6 - PHOTO
DRAWN BY	ART
DESIGNED BY	ART
REVIEWED BY	ATB
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	

TITLE

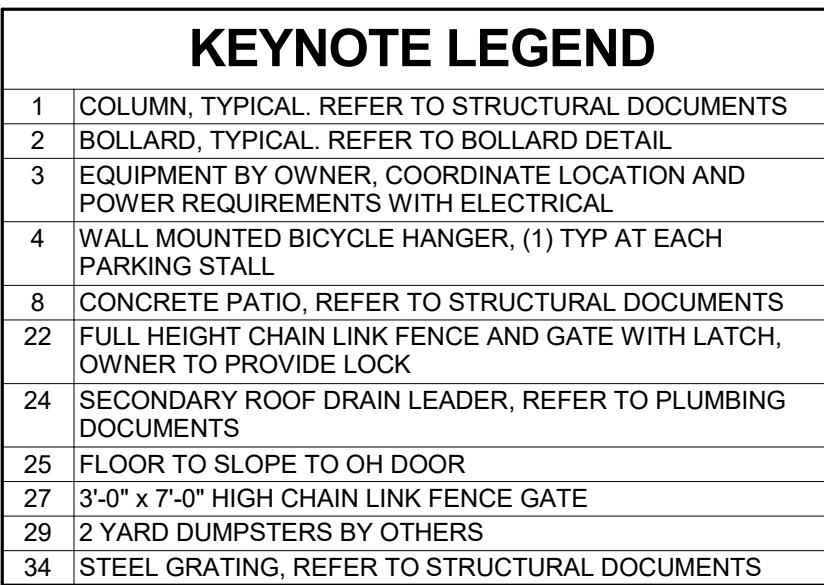
PHOTOMETRICS
PLAN

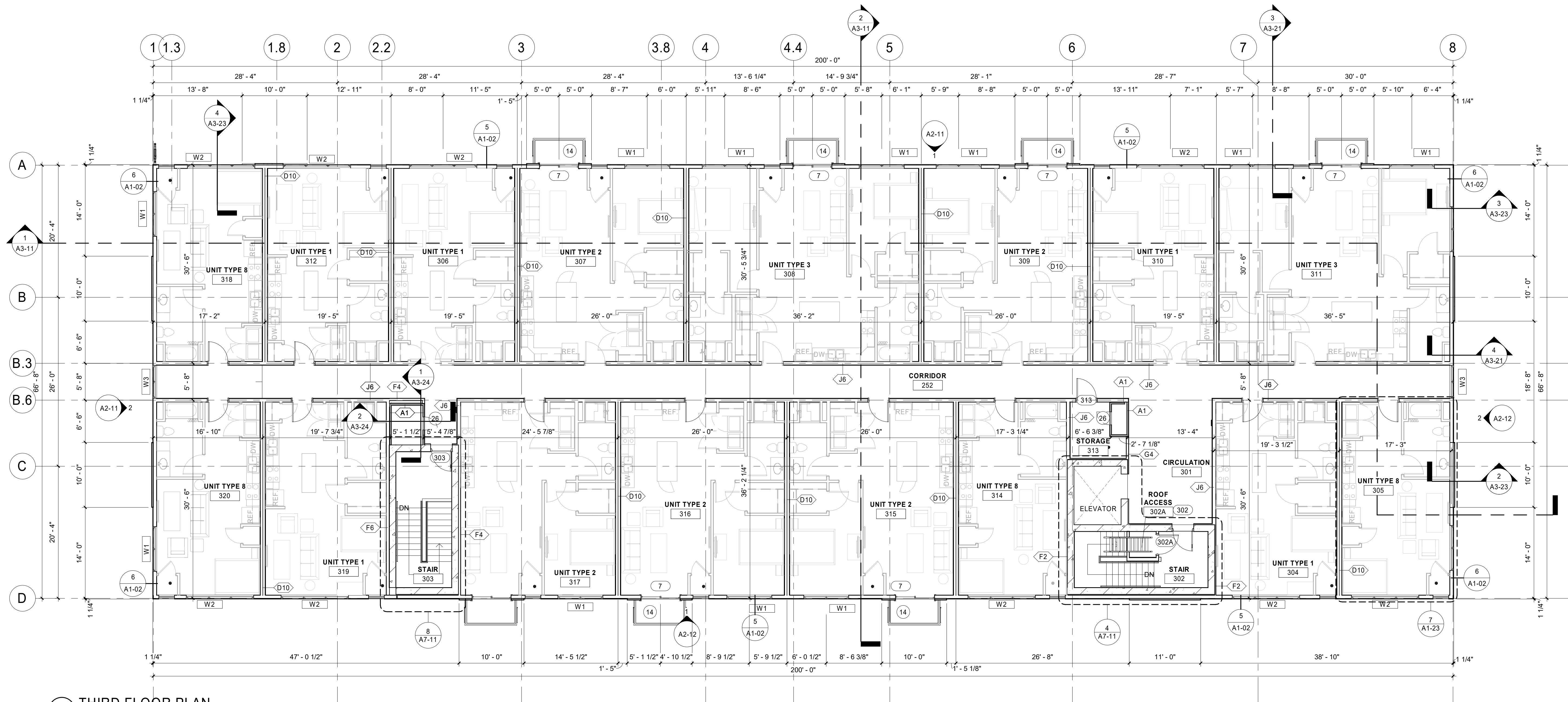
SHEET

C6-10

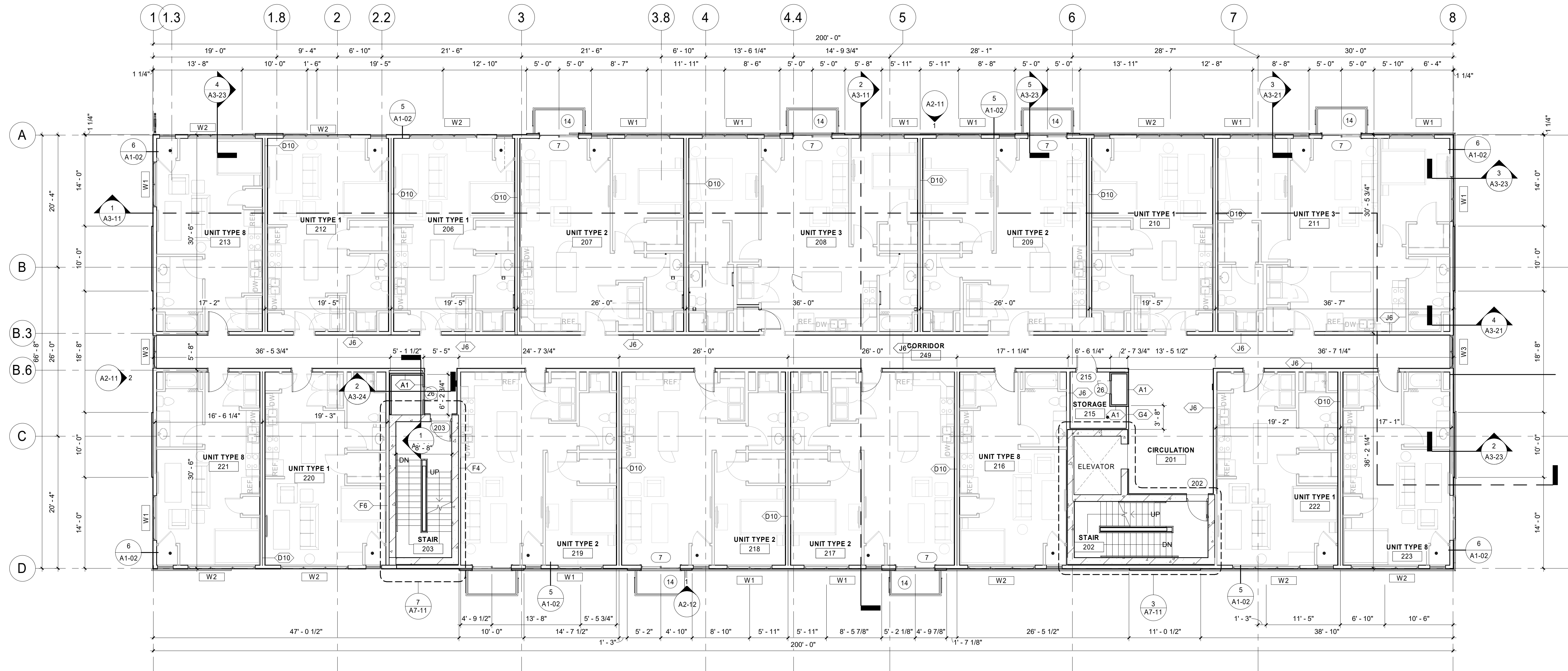


SCALE IN FEET





2 THIRD FLOOR PLAN
1/8" = 1'-0"



1 SECOND FLOOR PLAN
1/8" = 1'-0"

SHEET NOTES

1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE J6, UNLESS OTHERWISE NOTED.
2. SEE ENLARGED UNIT PLANS FOR UNIT WALL DIMENSIONS AND TYPES, DOOR NUMBERS AND ELEVATION REFERENCES.
3. TYPICAL DOOR LAYOUT IS FOR THE HINGE SIDE OF THE DOOR PANEL TO BE 6" FROM FACE OF ADJACENT WALL, UNLESS NOTED OTHERWISE.
4. DIMENSIONS ARE TO GRIDS AND CENTERLINE OF INTERIOR WALLS.
5. UNIT TYPES MAY BE MIRRORRED. COORDINATE ENLARGED UNIT TYPE PLANS WITH FLOOR PLANS.
6. REFER TO CODE PLANS FOR RATED EXTERIOR WALLS, REFER TO ASSEMBLY TYPES ON SHEET A1-01 FOR CONSTRUCTION.
7. GYP BD AT PARTY WALLS AND CEILINGS TO CONTINUE PAST INTERIOR WALLS AND THROUGH CHASES TO MAINTAIN SYSTEM INTEGRITY. PRE-ROCK ALL PARTY WALLS AND CEILINGS. SEE A1-01 FOR ASSEMBLY TYPES.
8. VERIFY ALL FRAMING DIMENSIONS W/ TUB ROUGH OPENING REQUIREMENTS PRIOR TO PANELIZING WALL SYSTEM.

KEYNOTE LEGEND

- | | |
|----|---|
| 14 | BALCONY, REFER TO SECTION 5/A3-21 |
| 23 | ROOF DRAIN LEADER, REFER TO PLUMBING DOCUMENTS |
| 24 | SECONDARY ROOF DRAIN LEADER, REFER TO PLUMBING DOCUMENTS |
| 26 | 24" x 24" ACCESS PANEL, COORDINATE LOCATION WITH MECHANICAL DOCUMENTS |



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

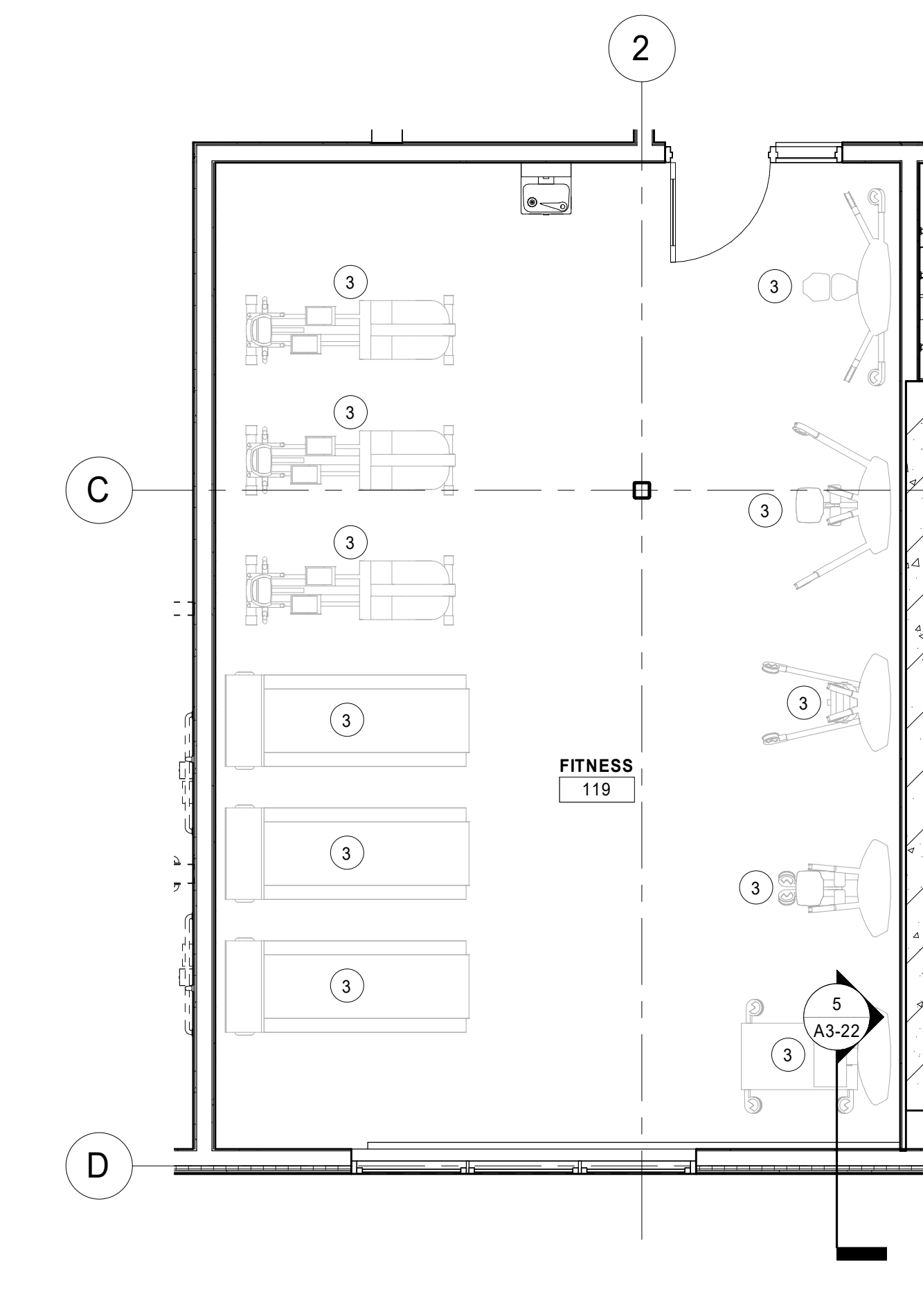
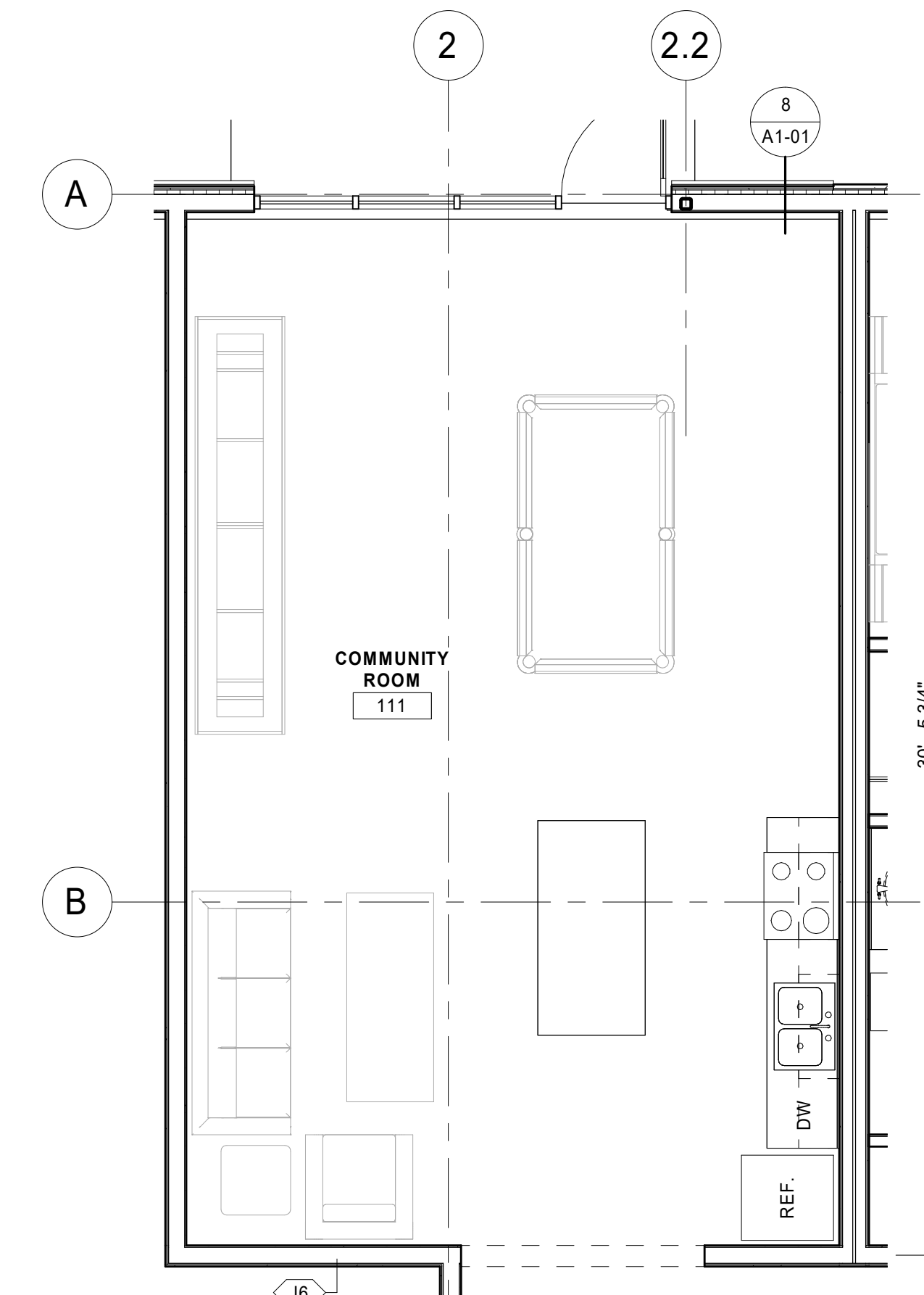
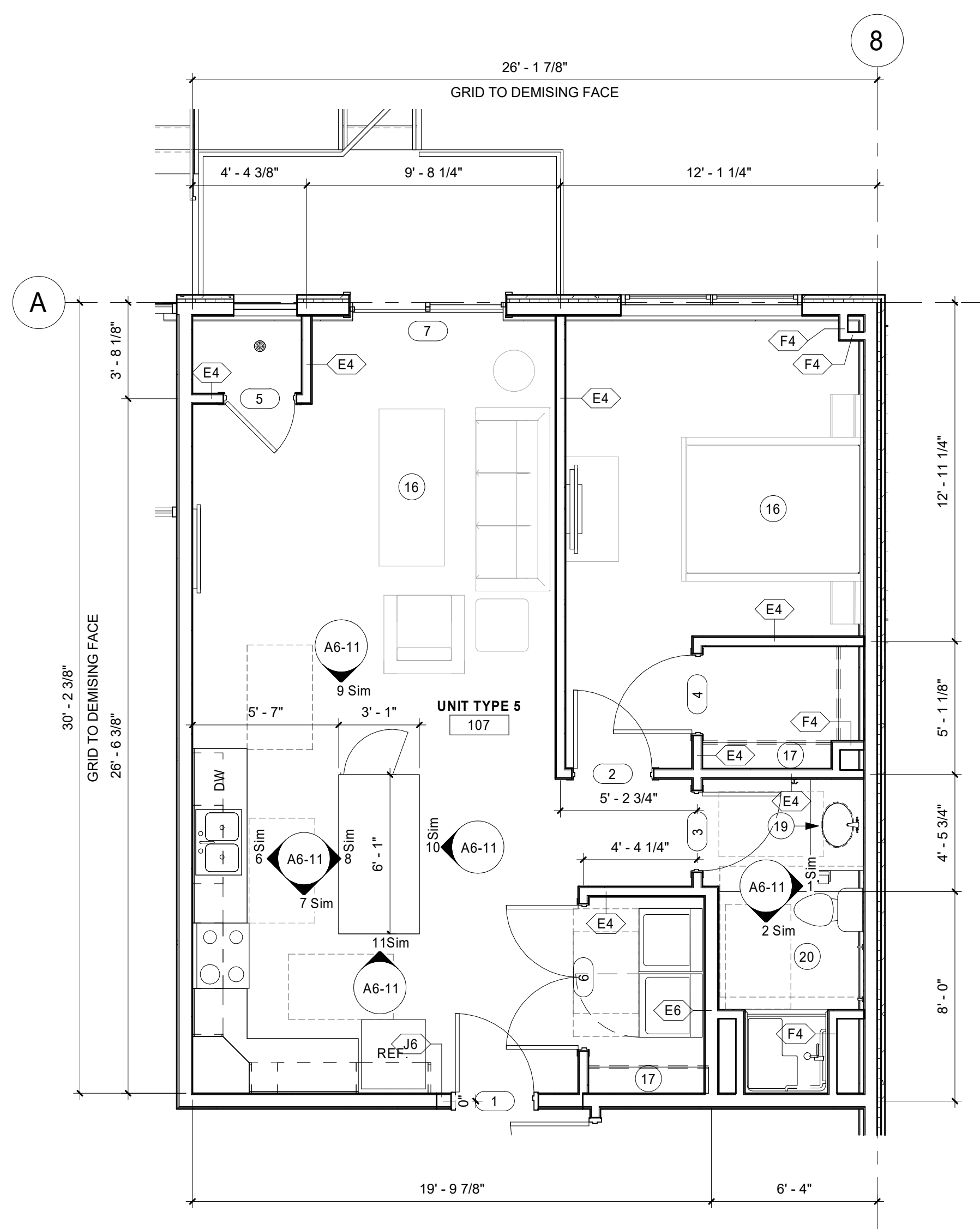
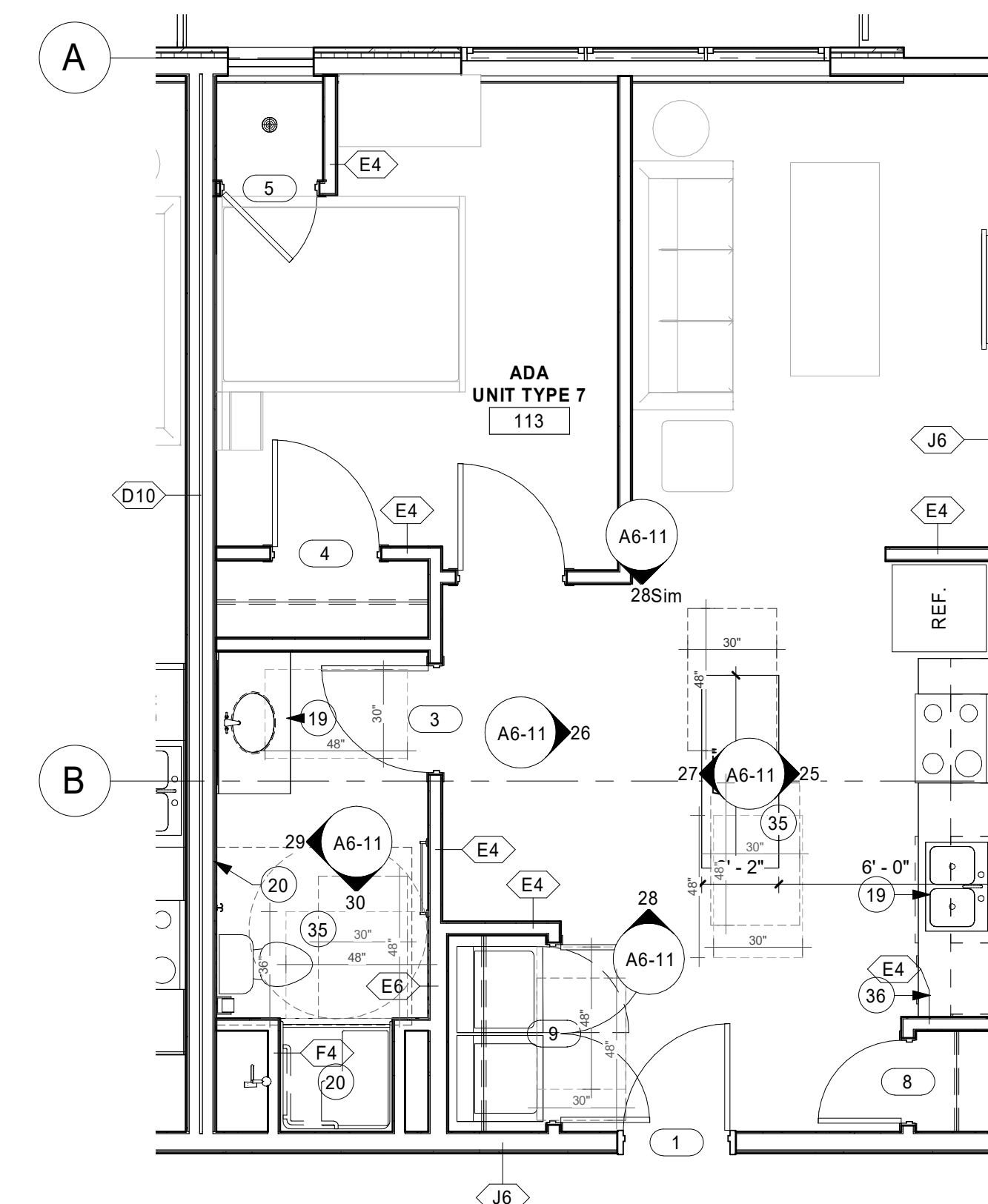
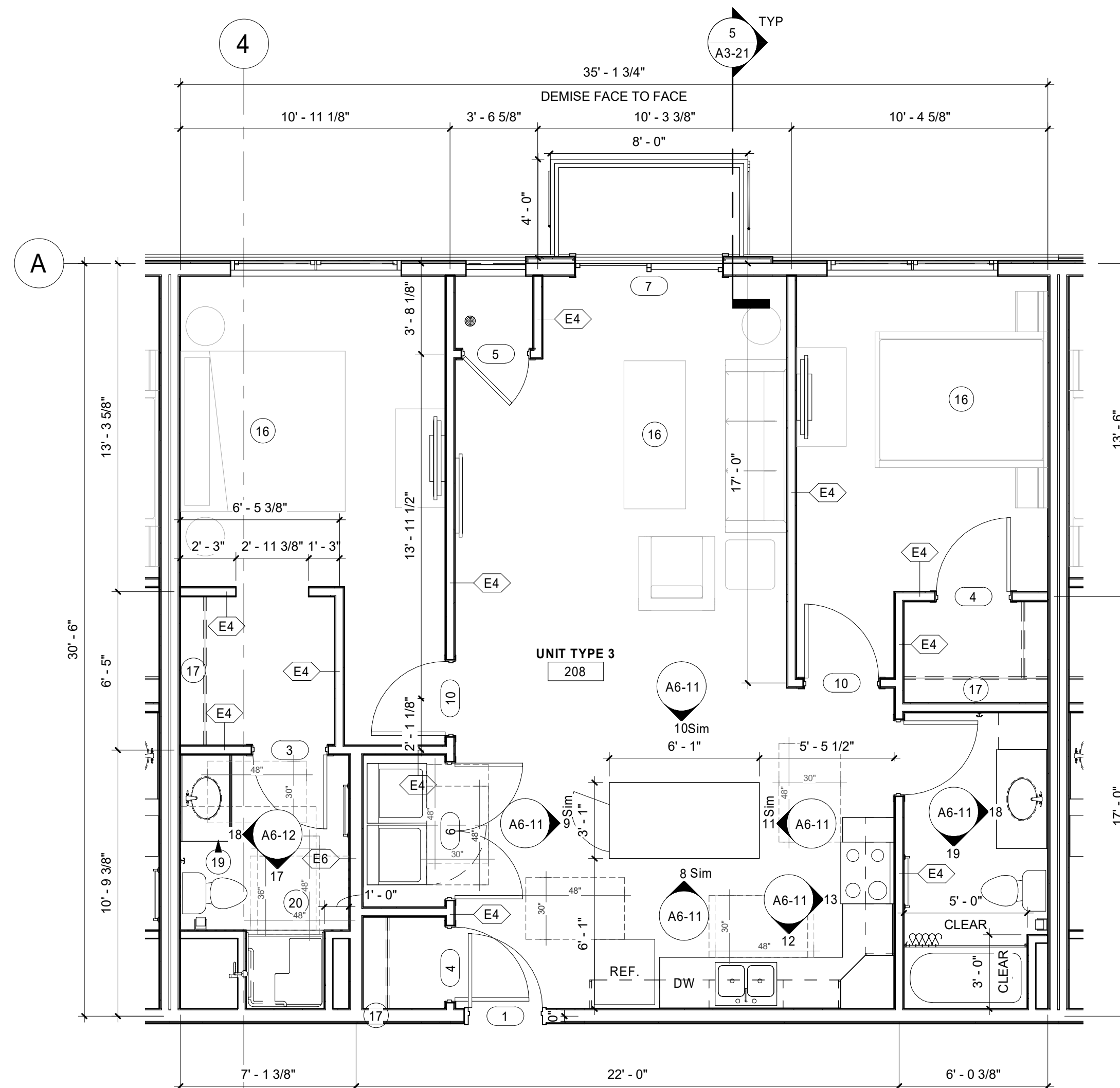
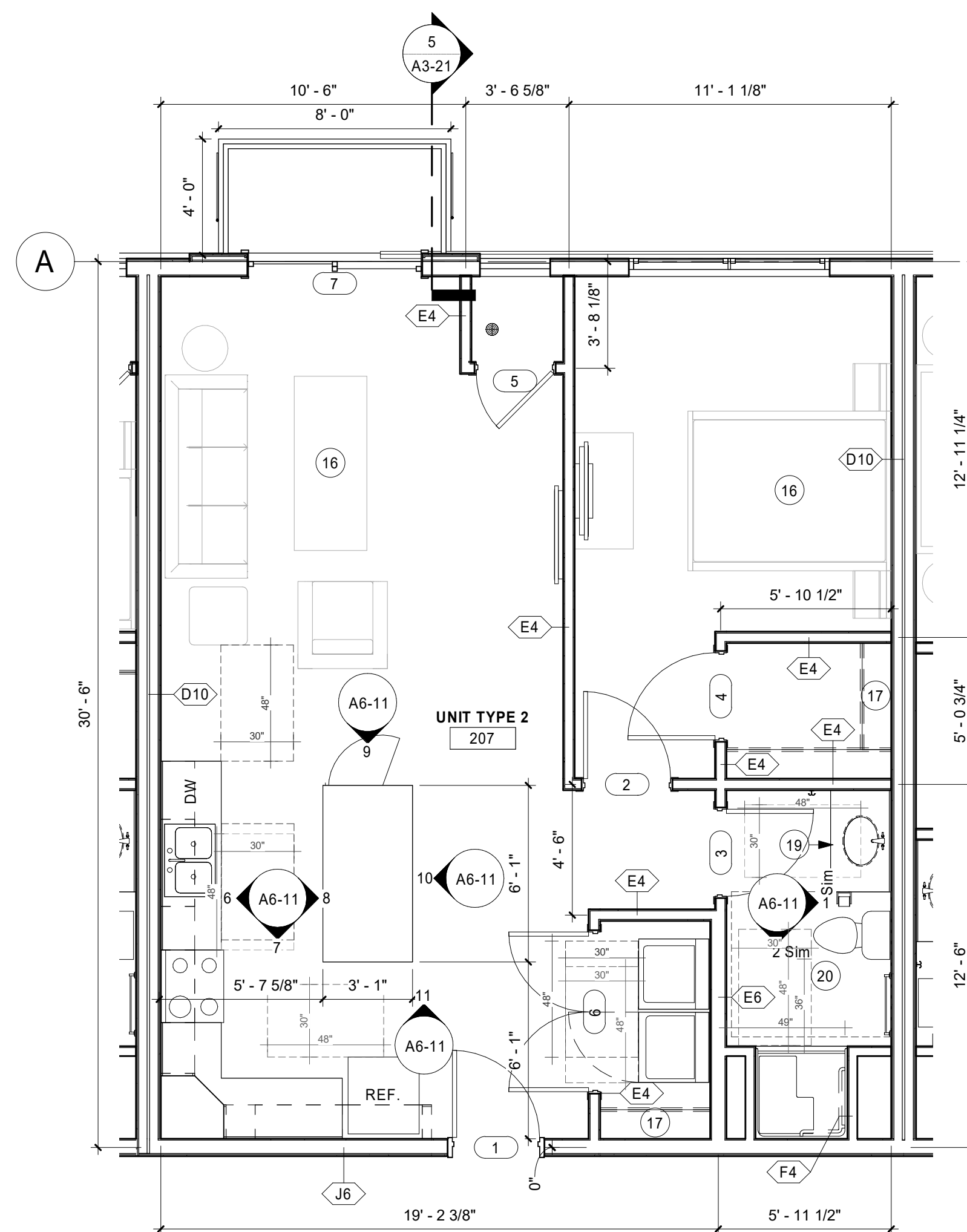
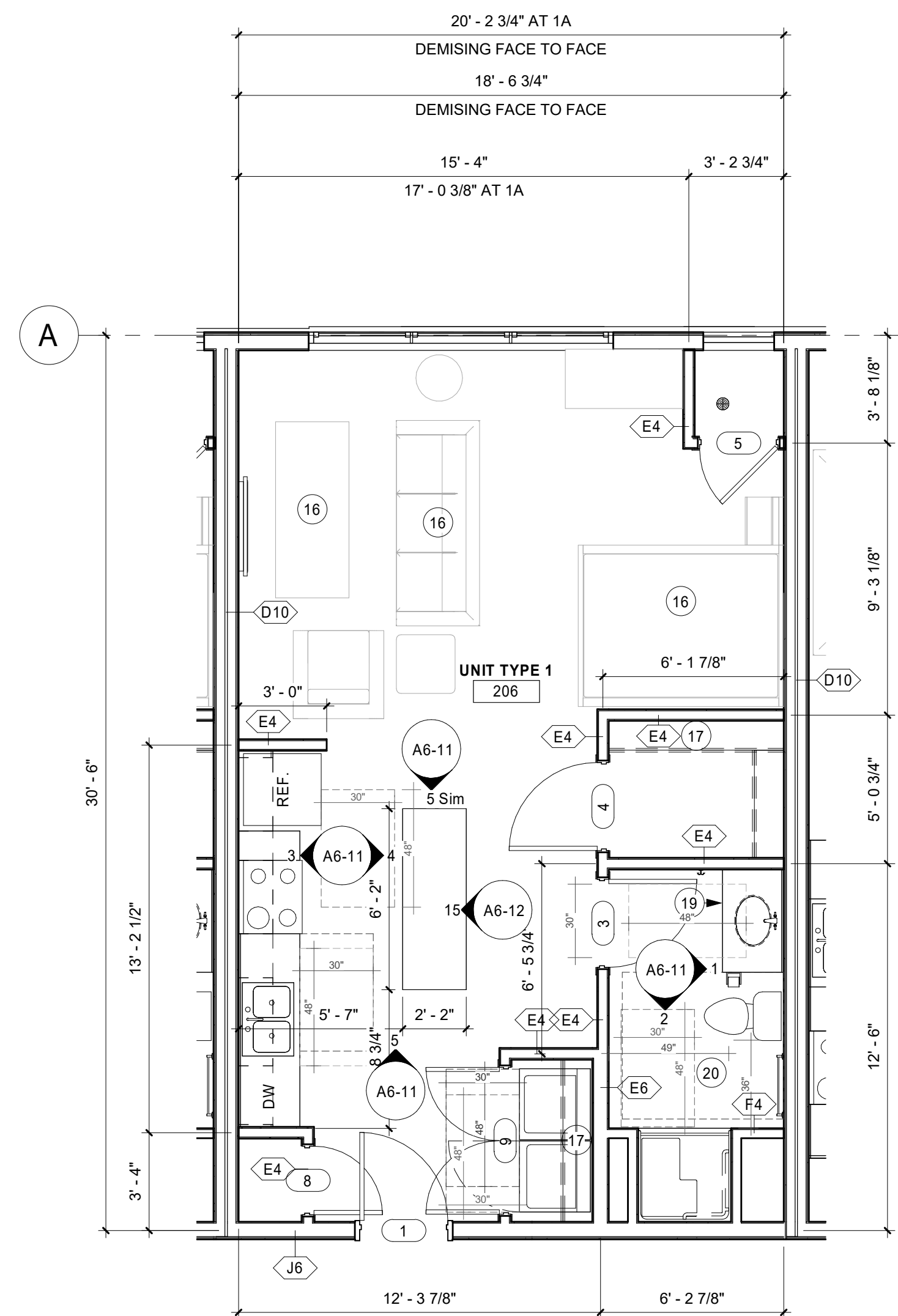
PROJECT NO. 17-20746
FILE NAME 20746 ARCH R18.RVT
DRAWN BY DRJ
DESIGNED BY JPW
REVIEWED BY JPW
ORIGINAL ISSUE DATE 05/22/19
CLIENT PROJECT NO.

TITLE

SECOND AND THIRD FLOOR PLAN

SHEET

A1-22



RESTROOM ACCESSORY SCHEDULE		
MARK	DESCRIPTION	COMMENTS
GB1	GRAB BAR - HORIZONTAL 36" LONG	CONTRACTOR PROVIDED, CONTRACTOR INSTALLED
GB2	GRAB BAR - HORIZONTAL 42" LONG	CONTRACTOR PROVIDED, CONTRACTOR INSTALLED
MIR	24"x36" FRAMELESS GLASS MIRROR	CONTRACTOR PROVIDED, CONTRACTOR INSTALLED
PTD	PAPER TOWEL DISPENSER - SHEET	CONTRACTOR PROVIDED, CONTRACTOR INSTALLED
SD	SOAP DISPENSER	CONTRACTOR PROVIDED, CONTRACTOR INSTALLED
SN	STAINLESS NAPKIN DISPOSAL	CONTRACTOR PROVIDED, CONTRACTOR INSTALLED
TPD	TOILET PAPER DISPENSER	CONTRACTOR PROVIDED, CONTRACTOR INSTALLED

KEYNOTE LEGEND	
3	EQUIPMENT BY OWNER. COORDINATE LOCATION AND POWER REQUIREMENTS WITH ELECTRICAL
6	MECHANICAL UNIT. REFER TO MECHANICAL DOCUMENTS
16	FURNITURE BY OWNER
17	WIRE CLOSET SHELVING UNIT. COORDINATE WITH OWNER
19	SINK BASE IS REMOVABLE. COUNTER IS AT 3" 4"
20	PROVIDE BLOCKING FOR FUTURE INSTALLATION OF GRAB BARS IN THIS BATHROOM
36	ALL FIXTURES THIS ROOM TO COMPLY WITH ADA MOUNTING HEIGHTS AND LOCATIONS - SEE SHEET G1-
36	BASE CABINET IS REMOVABLE


- ## SHEET NAMES
1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE JA UNLESS OTHERWISE NOTED.
 2. SEE ENLARGED UNIT PLANS FOR UNIT WALL DIMENSIONS AND TYPES. DOOR NUMBERS AND ELEVATION REFERENCES.
 3. TYPICAL DOOR LAYOUT IS FOR THE HINGE SIDE OF THE DOOR PANEL TO BE 6" FROM FACE OF ADJACENT WALL, UNLESS NOTED OTHERWISE.
 4. DIMENSIONS ARE TO GRIDS AND COORDINATE OF INTERIOR WALLS.
 5. UNIT TYPES MAY BE MIRRORED. COORDINATE ENLARGED UNIT TYPE PLANS WITH FLOOR PLANS.
 6. REFER TO CODE PLANS FOR RATED EXTERIOR WALLS, AND TO ASSEMBLY TYPES ON SHEET A1-01 FOR CONSTRUCTION.
 7. GYP BD AT PARTY WALLS AND CEILINGS TO CONTINUE PAST INTERIOR WALLS AND THROUGH CHASES TO THE CEILING SYSTEM. SEE PRE-ROOF ALL PARTY WALLS AND CEILINGS. SEE A1-01 FOR ASSEMBLY TYPES.
 8. VERIFY ALL FRAMING DIMENSIONS W/ PANEL ROUGH ORDERING REQUIREMENTS PRIOR TO TUBING WALL SYSTEM.



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

STATE OF MINNESOTA
JASON E. HOEHN
Jason E. HoeHN
DATE 05/22/2019 LIC. NO. 40422

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JEREMY WIESEN

 DATE 05/22/2019 LIC. NO. 49451

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

[illegible]

PROJECT NO.	17-20746
FILE NAME	20746 ARCH R18.RVT
DRAWN BY	DRL
DESIGNED BY	JPW
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	05/22/19
CLIENT PROJECT NO.	

TITLE	
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TYPICAL UNIT PLANS

SHEET

A1-23

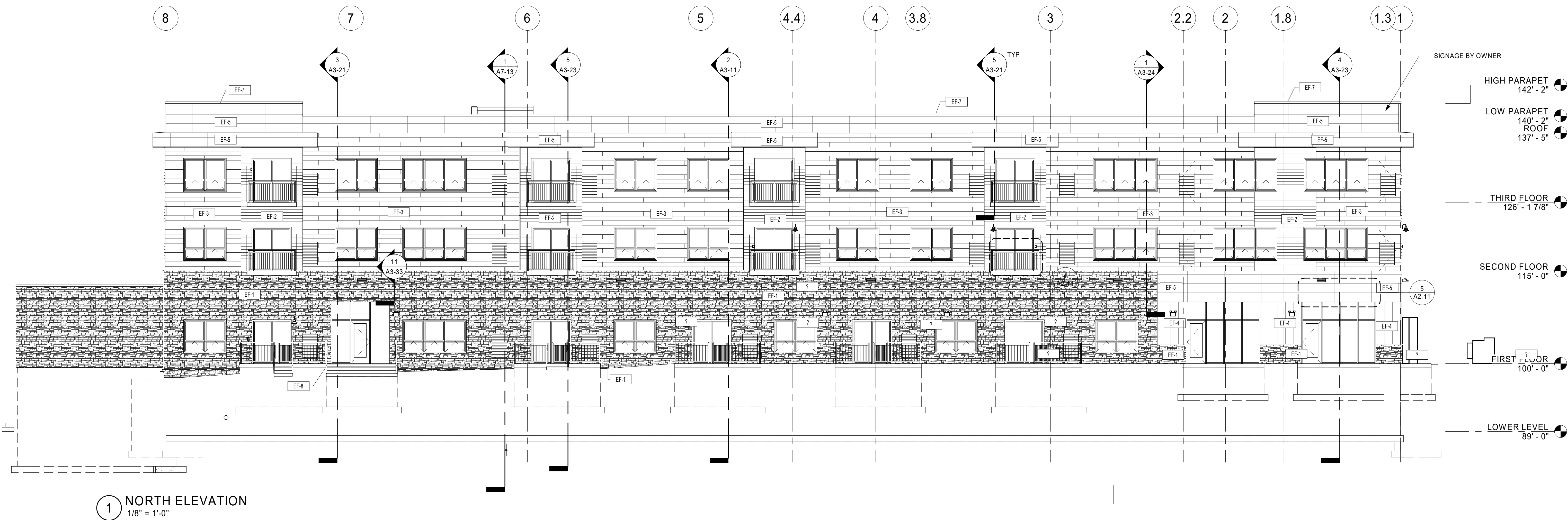


SIGNAGE				
MARK	WIDTH	HEIGHT	TEXT HEIGHT	COUNT
S3	8' - 6"	2' - 0"	1' - 0"	1
S5	12' - 0"	3' - 0"	1' - 6"	2

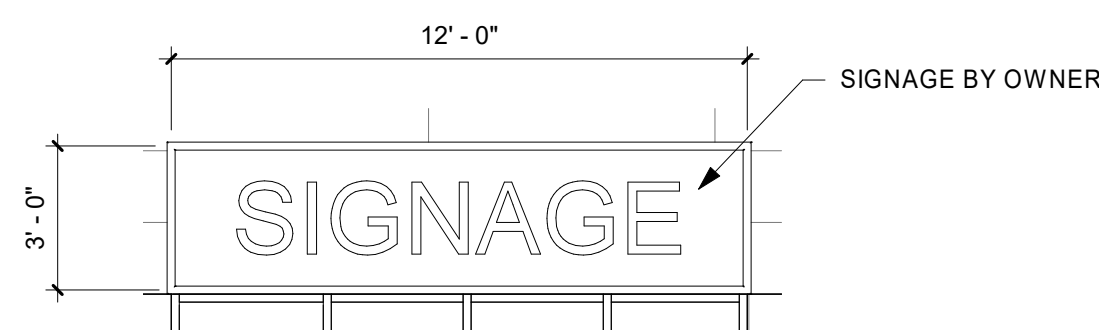
NOTE:
OWNER TO APPROVE OF ALL FINISHES AND
COLORS PRIOR TO PLACING FINAL ORDER

EXTERIOR WALL MATERIAL SCHEDULE AND TAKEOFF				
MARK	MATERIAL DESCRIPTION	MANUFACTURER	MODEL / COLOR	COMMENTS
EF-1	STONE PANEL		LEDGESTONE / OWNER TO SELECT COLOR	PROVIDE MATCHING SILL, FLASHING TO MATCH STONE
EF-2	6" LAP SIDING		OWNER TO SELECT COLOR	INSTALL HORIZONTALLY
EF-3	18" x 120" FIBER CEMENT SIDING		CEDAR	INSTALL HORIZONTALLY
EF-3A	METAL PANEL		CN1653, COLOR MANSARD BROWN	INSTALL HORIZONTALLY
EF-4	BOARD AND BATTEN SIDING		WHITE	INSTALL VERTICALLY
EF-5	18" x 72" FIBER CEMENT PANELS		GREY	INSTALL HORIZONTALLY
EF-7	CAP FLASHING		TO MATCH ADJACENT FINISH	
EF-8	PAINT		TO MATCH ADJACENT FINISH	

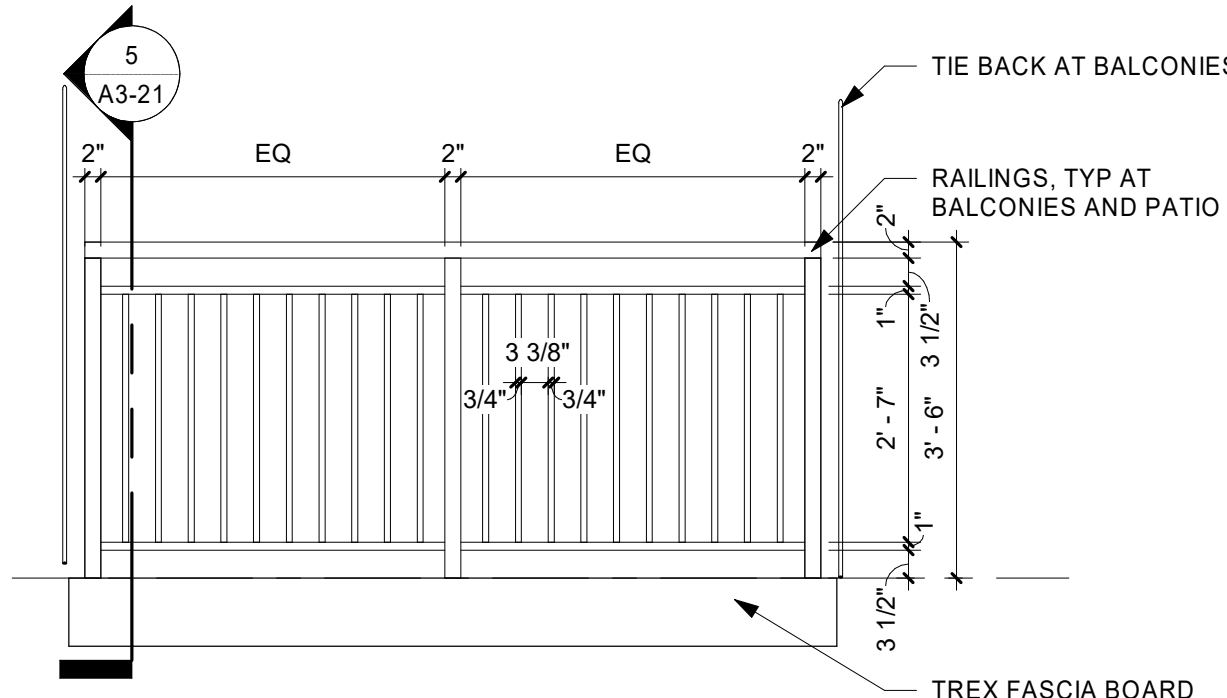
ALTERNATE:
PROVIDE COST TO REPLACE UP TO 50% OF
THE EF-3 WITH EF-3A



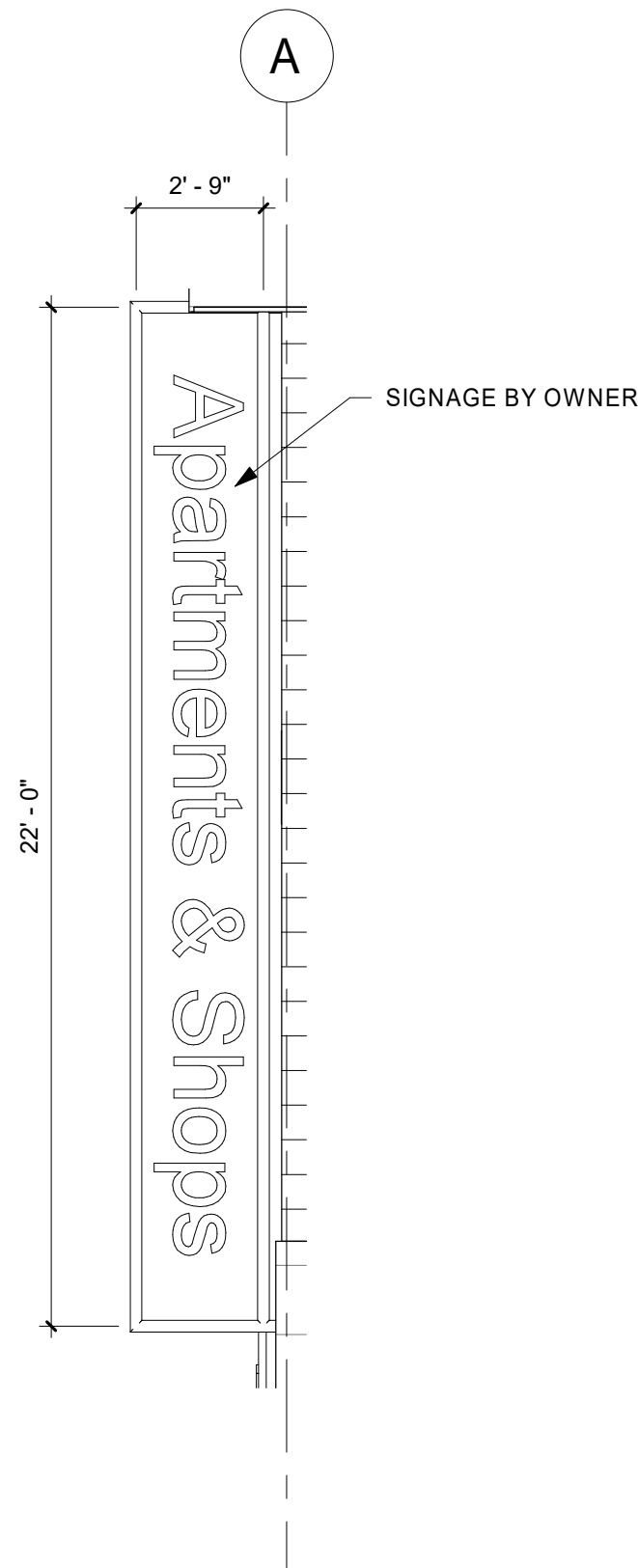
1 NORTH ELEVATION
1/8" = 1'-0"



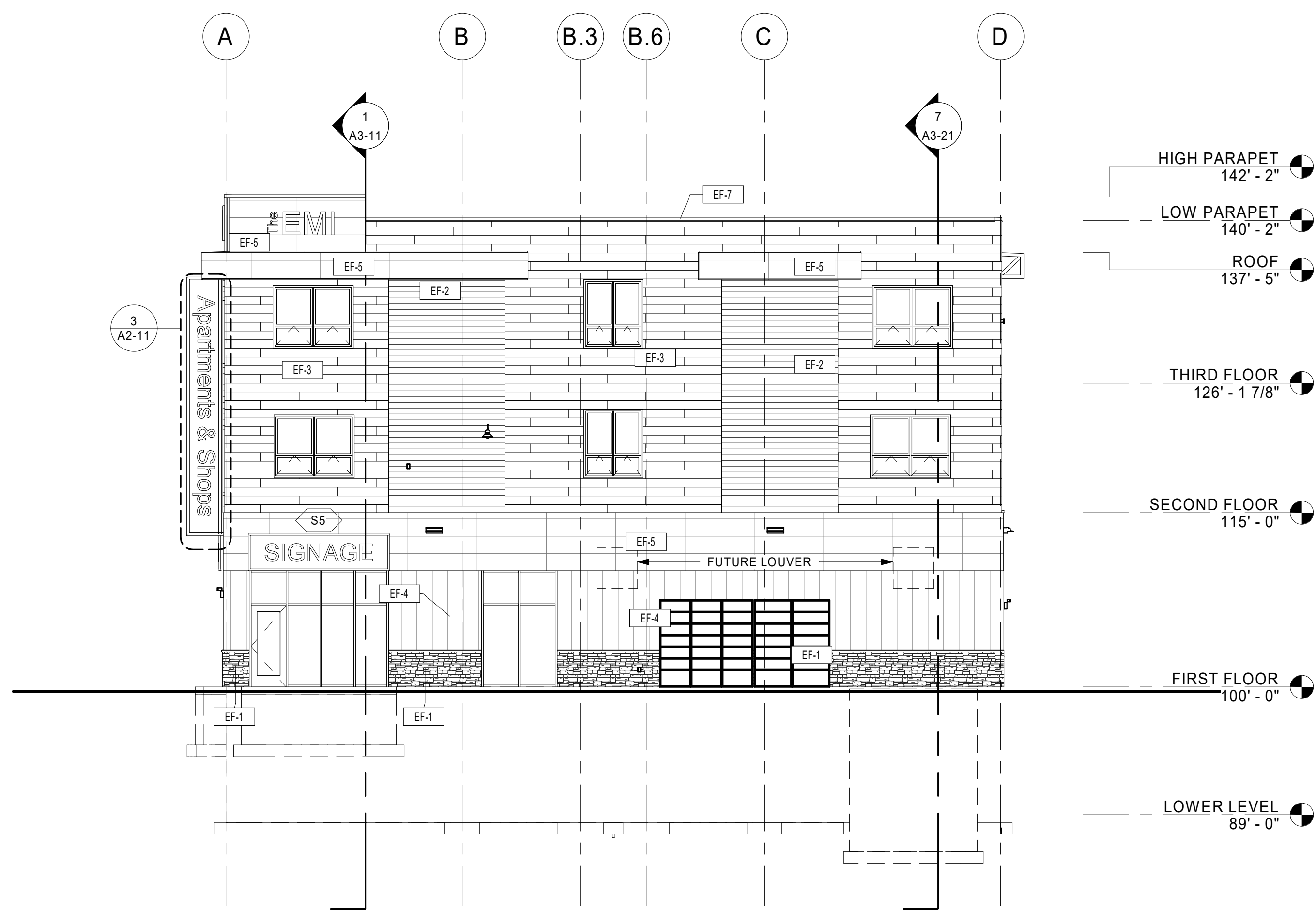
5 ENLARGED SIGN DETAIL
1/4" = 1'-0"



4 TYPICAL RAILING ELEVATION
1/2" = 1'-0"



3 ENLARGED SIGN DETAIL
1/4" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	17-20746
FILE NAME	20746 ARCH R18.RVT
DRAWN BY	DRL
DESIGNED BY	JPW
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	05/22/19
CLIENT PROJECT NO.	

TITLE

EXTERIOR ELEVATIONS

SHEET

A2-11

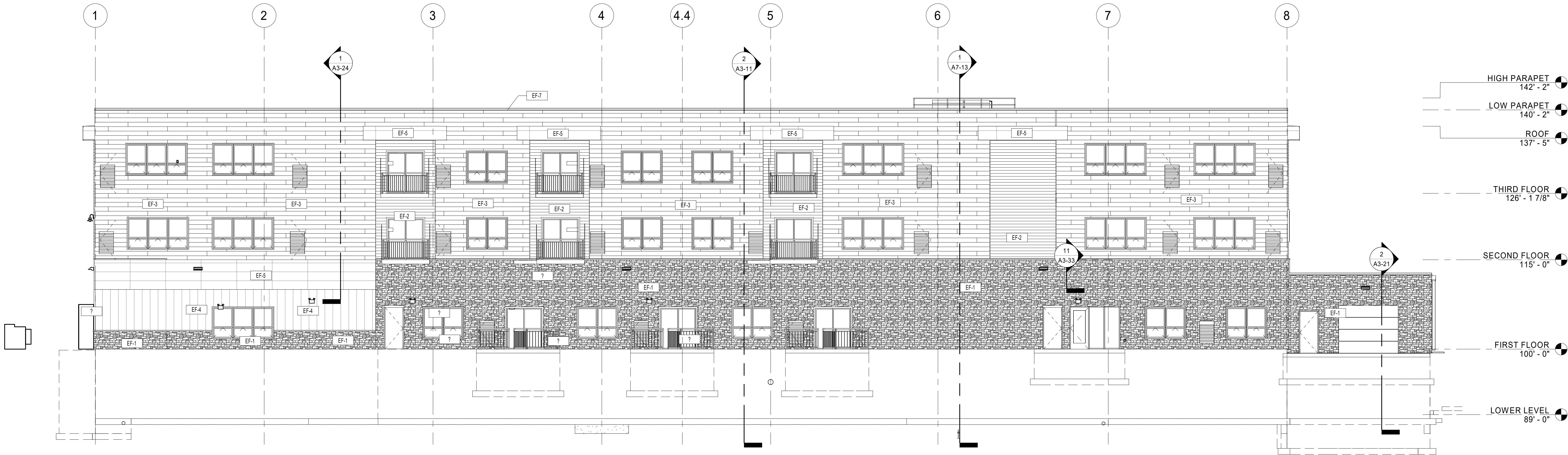


SIGNAGE				
MARK	WIDTH	HEIGHT	TEXT HEIGHT	COUNT
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S5	12' - 0"	3' - 0"	1' - 6"	2

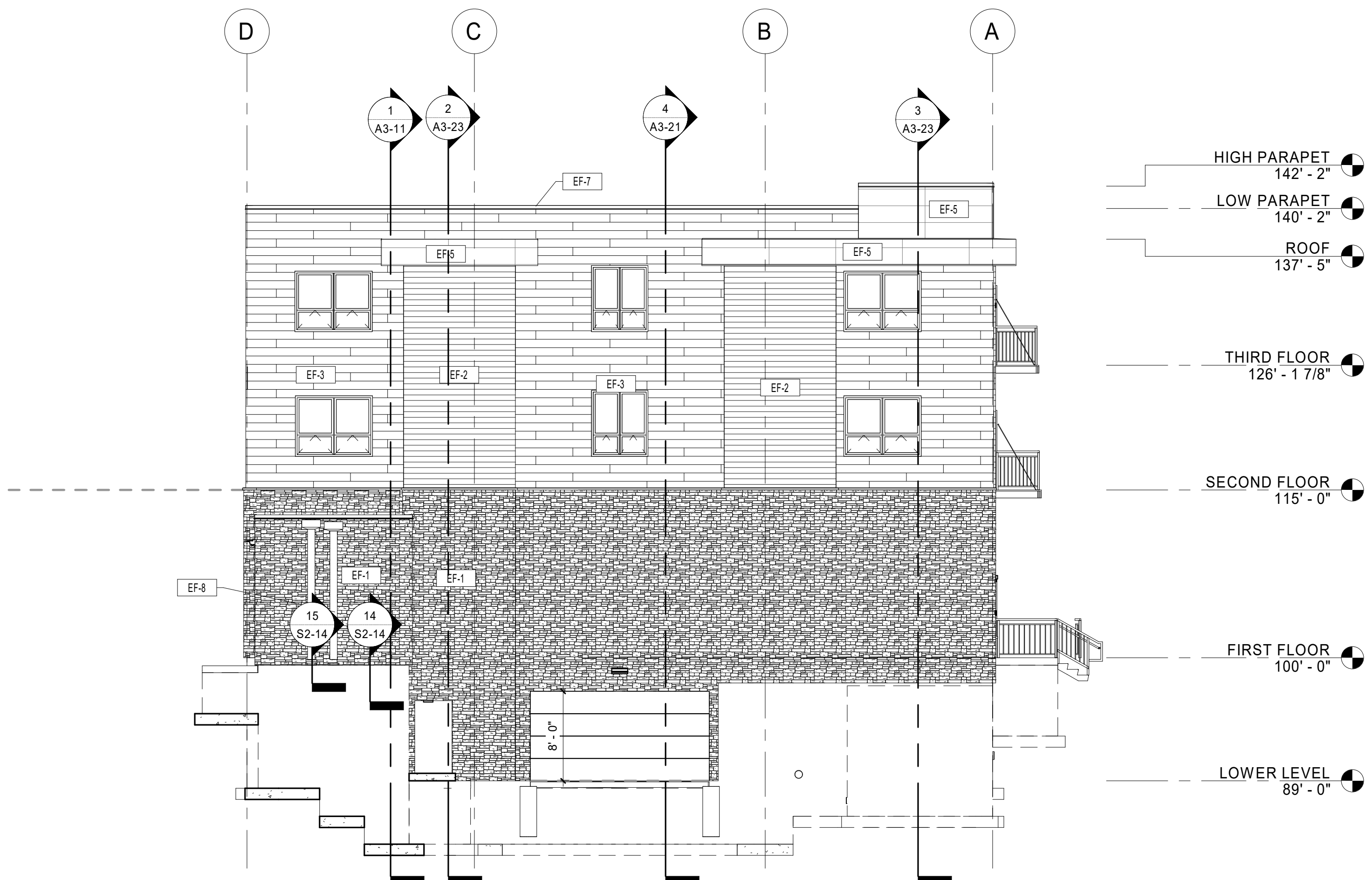
NOTE:
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EXTERIOR WALL MATERIAL SCHEDULE AND TAKEOFF				
MARK	MATERIAL DESCRIPTION	MANUFACTURER	MODEL / COLOR	COMMENTS
EF-1	STONE PANEL		LEDGESTONE / OWNER TO SELECT COLOR	PROVIDE MATCHING SILL, FLASHING TO MATCH STONE
EF-2	6" LAP SIDING		OWNER TO SELECT COLOR	INSTALL HORIZONTALLY
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EF-3A	METAL PANEL		CN1653, COLOR MANSARD BROWN	INSTALL HORIZONTALLY
EF-4	BOARD AND BATTEN SIDING		WHITE	INSTALL VERTICALLY
EF-5	18" x 72" FIBER CEMENT PANELS		GREY	INSTALL HORIZONTALLY
EF-7	CAP FLASHING		TO MATCH ADJACENT FINISH	
EF-8	PAINT		TO MATCH ADJACENT FINISH	

ALTERNATE:
PROVIDE COST TO REPLACE UP TO 50% OF
THE EF-3 WITH EF-3A



1 SOUTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	17-20746
FILE NAME	20746 ARCH R18.RVT
DRAWN BY	DRL
DESIGNED BY	JPW
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	05/22/19
CLIENT PROJECT NO.	

TITLE

EXTERIOR ELEVATIONS

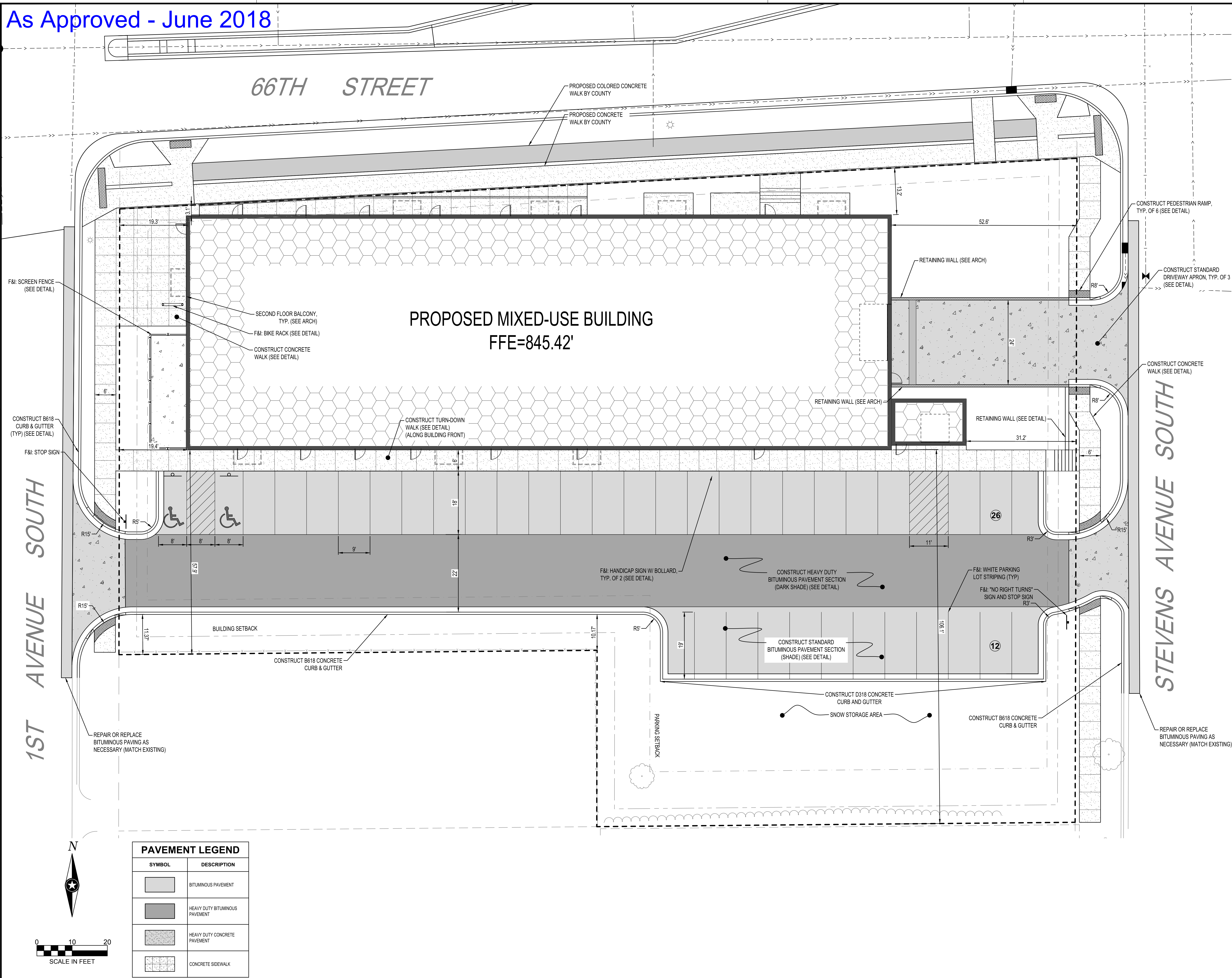
SHEET

A2-12



EXTERIOR CONCEPTUAL RENDERING

As Approved - June 2018



PRELIMINARY
NOT FOR CONSTRUCTION

B.M. ELEVATION=841.76
TOP NUT OF HYDRANT LOCATED ON THE NORTH
WEST CORNER OF THE STEVENS AVENUE AND
66TH STREET INTERSECTION.

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ANDREW T. BRANDEL

DATE: _____ LIC. NO. 47078

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PROJECT

**PLH MIXED USE
BUILDING**

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/16/18	CITY RESUBMITTAL	ART

PROJECT NO.	17-20746
FILE NAME	20746 C3 - SITE
DRAWN BY	MNA
DESIGNED BY	MNA
REVIEWED BY	ATB
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	

TITLE

SITE PLAN

SHEET

C3-10

As Approved - June 2018

ISG

**PRELIMINARY
NOT FOR CONSTRUCTION**

B.M. ELEVATION=841.76
TOP NUT OF HYDRANT LOCATED ON THE N
WEST CORNER OF THE STEVENS AVENUE A
66TH STREET INTERSECTION.

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ANDREW T. BRANDEL

DATE _____ LIC. NO. 47078

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

[illegible]

PROJECT NO.	17-20746
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FILE NAME	20746 C5 - LANDSCAPE
-----------	----------------------

DRAWN BY
DESIGNED BY

DESIGNED BY	
REVIEWED BY	

ORIGINAL ISSUE DATE	3/23/18
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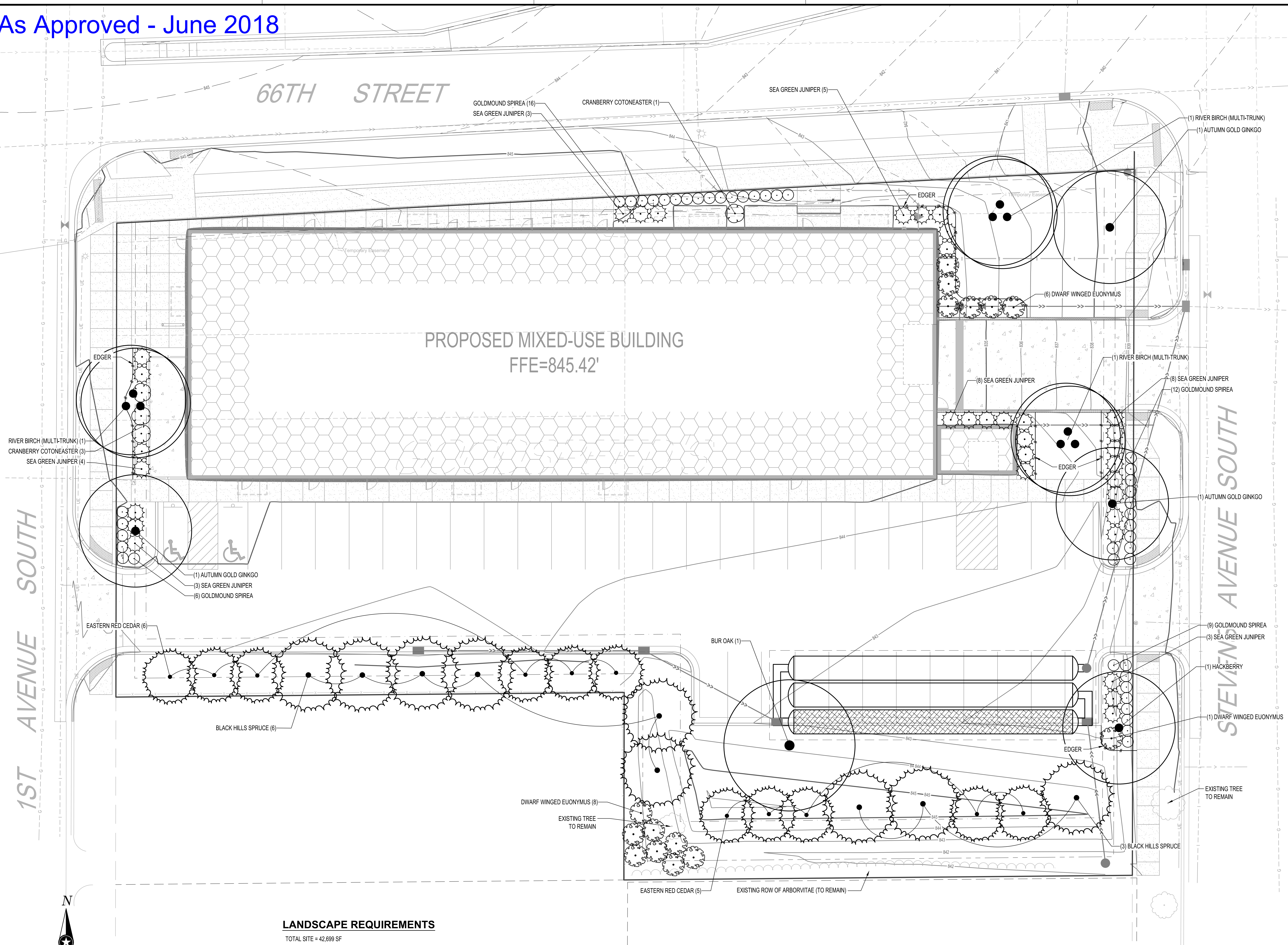
CLIENT PROJECT NO. -

TITLE

PLANTING PLAN

SHEET

C5-20



LANDSCAPE REQUIREMENTS

TOTAL SITE = 42,699 SF

30 TREES SHOWN
2 EXISTING TREES (TO BE SAVED)
28 PROPOSED TREES
96 SHRUBS SHOWN

17 TREES REQUIRED
CODE: 1 TREE PER 2500 SF OF DEVELOPABLE LANDSCAPE AREA
(42,699 / 2500 = 17.1 OR 17 TREES)

43 SHRUBS REQUIRED
CODE: 1 SHRUB PER 1000 SF OF DEVELOPABLE LANDSCAPE AREA
(42,699 / 1000 = 42.7 OR 43 SHRUBS)

UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES
ON-SITE PRIOR TO CONSTRUCTION.

PLAN SHEET NOTES

1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE ____ UNLESS OTHERWISE NOTED.

KEYNOTE LEGEND



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

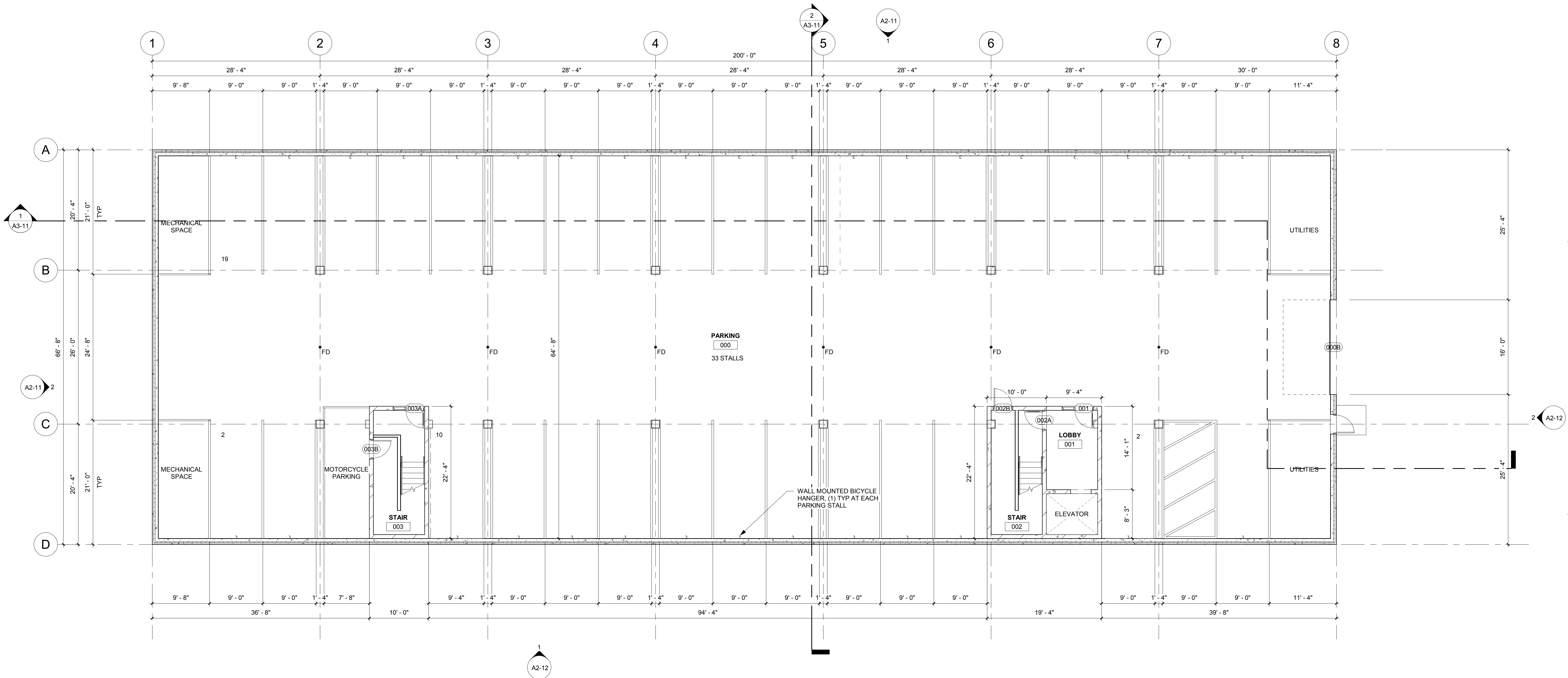
PROJECT NO. 17-20746

FILE NAME
DRAWN BY
DESIGNED BY
REVIEWED BY
ORIGINAL ISSUE DATE
CLIENT PROJECT NO.

TITLE

LOWER LEVEL PLAN

SHEET
A1-20



1 LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"



As Approved - June 2018

UNIT LEGEND
STUDIO - 1 BED TYPES - 10 UNITS 1ST FLOOR - 2 2ND FLOOR - 4 3RD FLOOR - 4
1 BEDROOM TYPE - 10 UNITS 1ST FLOOR - 2 2ND FLOOR - 4 3RD FLOOR - 4
2 BEDROOM TYPES - 11 UNITS 1ST FLOOR - 1 2ND FLOOR - 5 3RD FLOOR - 5
TOTAL UNIT MIX 10 - STUDIO - 32% 10 - 1 BEDROOM - 32% 11 - 2 BEDROOM - 35% 31 TOTAL UNITS
TOTAL FLOOR SQUARE FOOTAGES LOWER LEVEL: 13,333 PARKING = 13,333 SF TOTAL FIRST FLOOR: 7,016 RESIDENTIAL + 6,124 RETAIL = 13,138 SF TOTAL SECOND FLOOR: 13,117 RESIDENTIAL = 13,117 SF TOTAL THIRD FLOOR: 13,117 RESIDENTIAL = 13,117 SF TOTAL 52,705 TOTAL SQUARE FOOTAGE

PLAN SHEET NOTES
1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE ____, UNLESS OTHERWISE NOTED.
KEYNOTE LEGEND



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RICHFIELD MINNESOTA

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05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

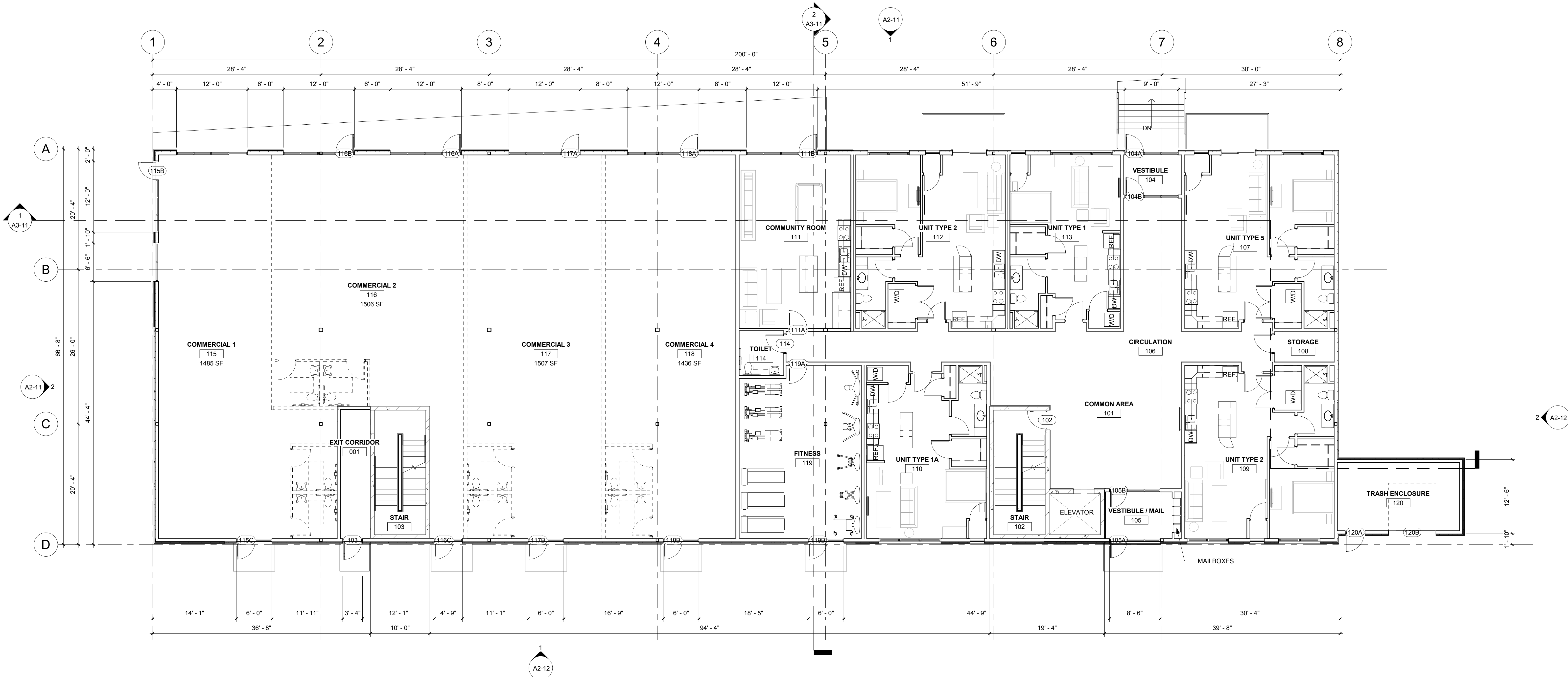
FILE NAME
DRAWN BY
DESIGNED BY
REVIEWED BY
ORIGINAL ISSUE DATE
CLIENT PROJECT NO.

TITLE

FIRST FLOOR PLAN

SHEET

A1-21



1 FIRST FLOOR PLAN
1/8" = 1'-0"

REFERENCE SCALE
0 1/4" 1/2" 1"

As Approved - June 2018

PLAN SHEET NOTES

1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE ____
UNLESS OTHERWISE NOTED.

KEYNOTE LEGEND



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PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

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05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

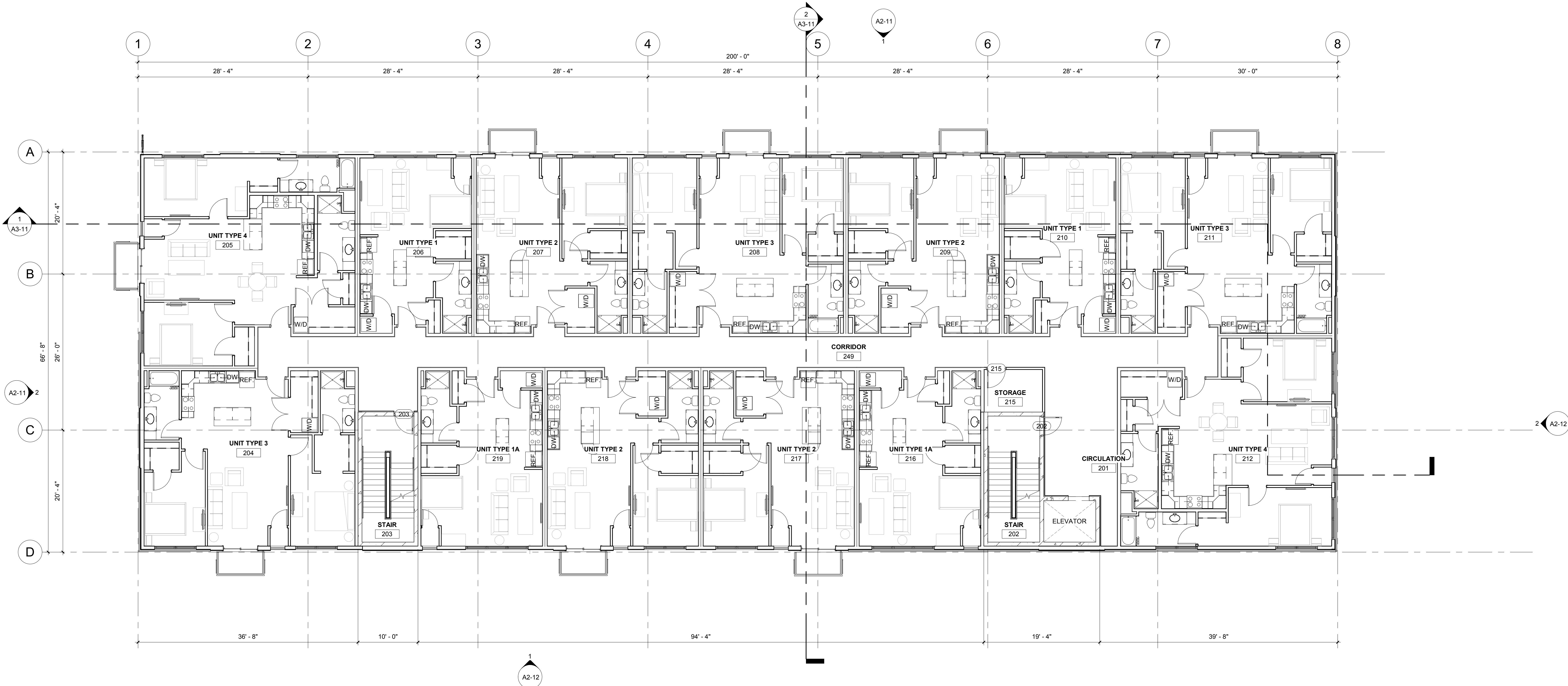
FILE NAME _____
DRAWN BY _____
DESIGNED BY _____
REVIEWED BY _____
ORIGINAL ISSUE DATE _____
CLIENT PROJECT NO. _____

TITLE

SECOND FLOOR PLAN

SHEET

A1-22



1 SECOND FLOOR PLAN
1/8" = 1'-0"



As Approved - June 2018

PLAN SHEET NOTES

1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE ____ UNLESS OTHERWISE NOTED.

KEYNOTE LEGEND



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RICHFIELD MINNESOTA

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DATE	DESCRIPTION	BY
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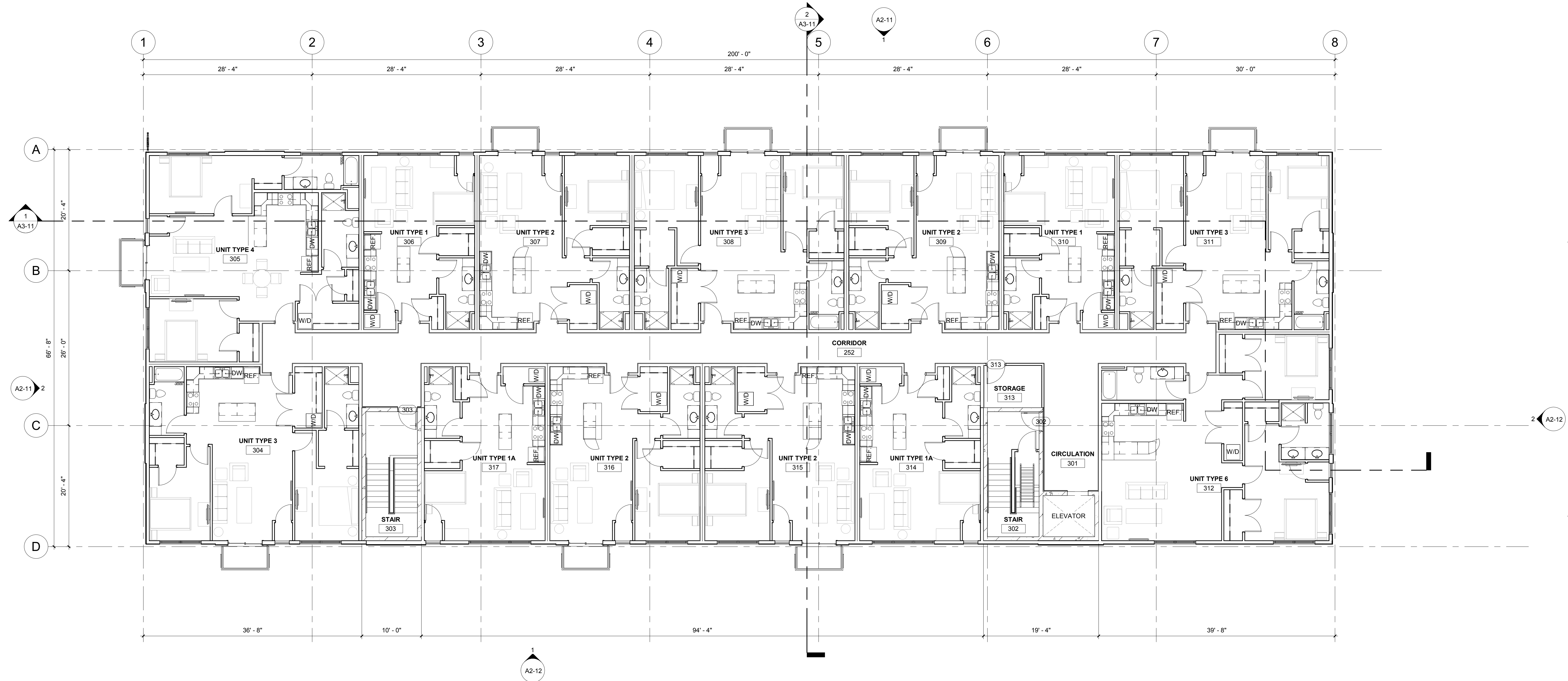
PROJECT NO.	17-20746
FILE NAME	
DRAWN BY	
DESIGNED BY	
REVIEWED BY	
ORIGINAL ISSUE DATE	09/12/17
CLIENT PROJECT NO.	

TITLE

THIRD FLOOR PLAN

SHEET

A1-23

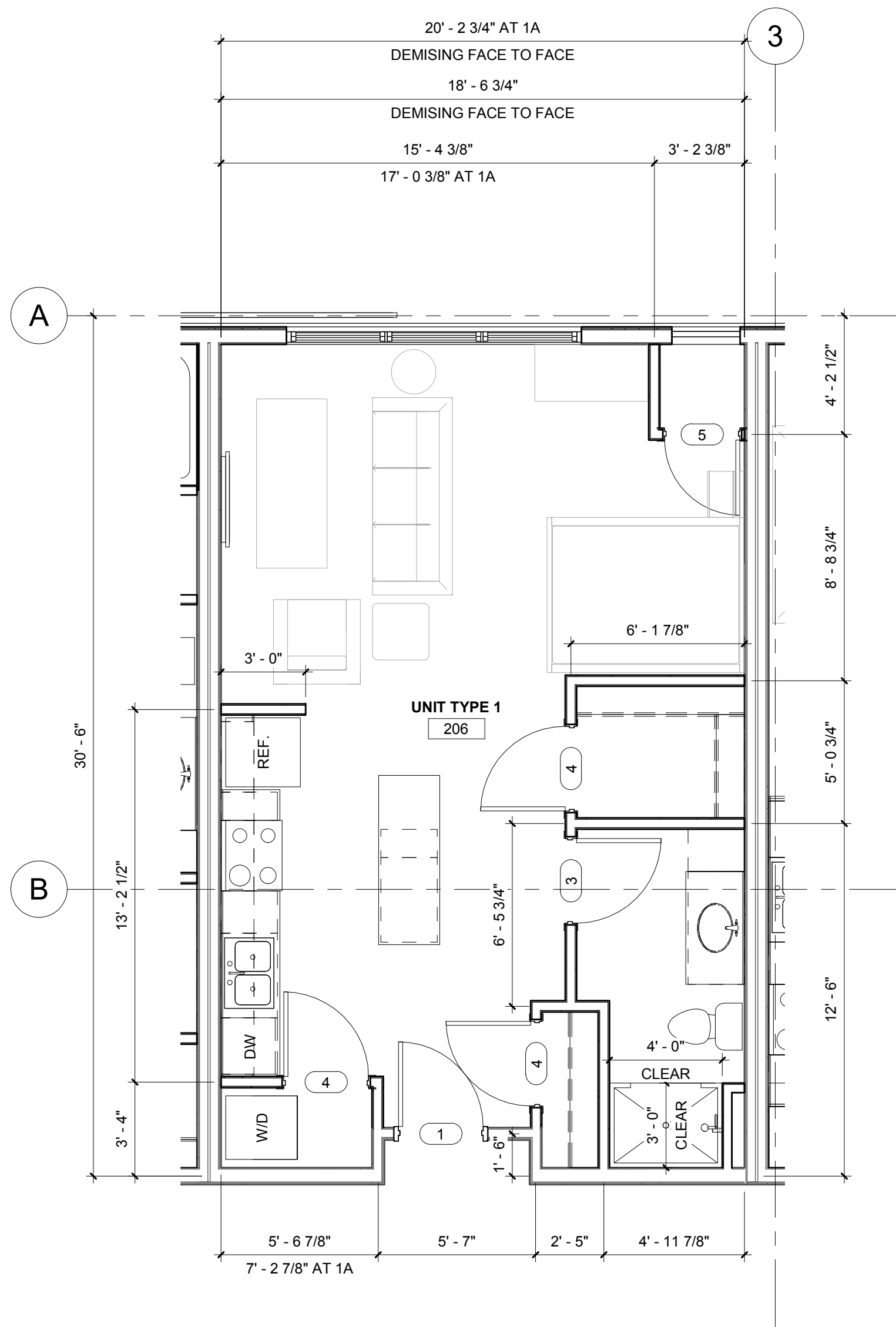


1 THIRD FLOOR PLAN
1/8" = 1'-0"

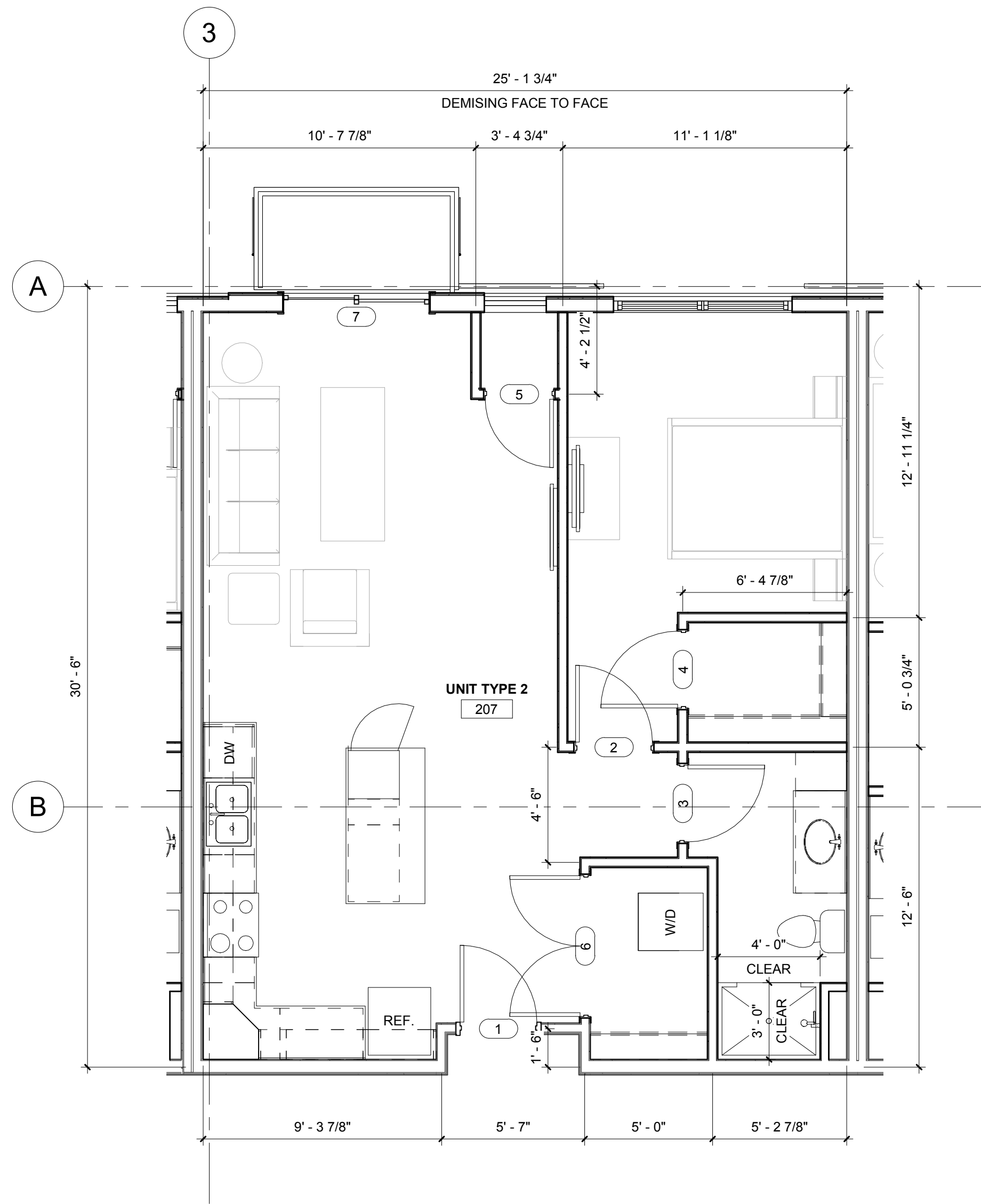


PRELIMINARY NOT FOR CONSTRUCTION

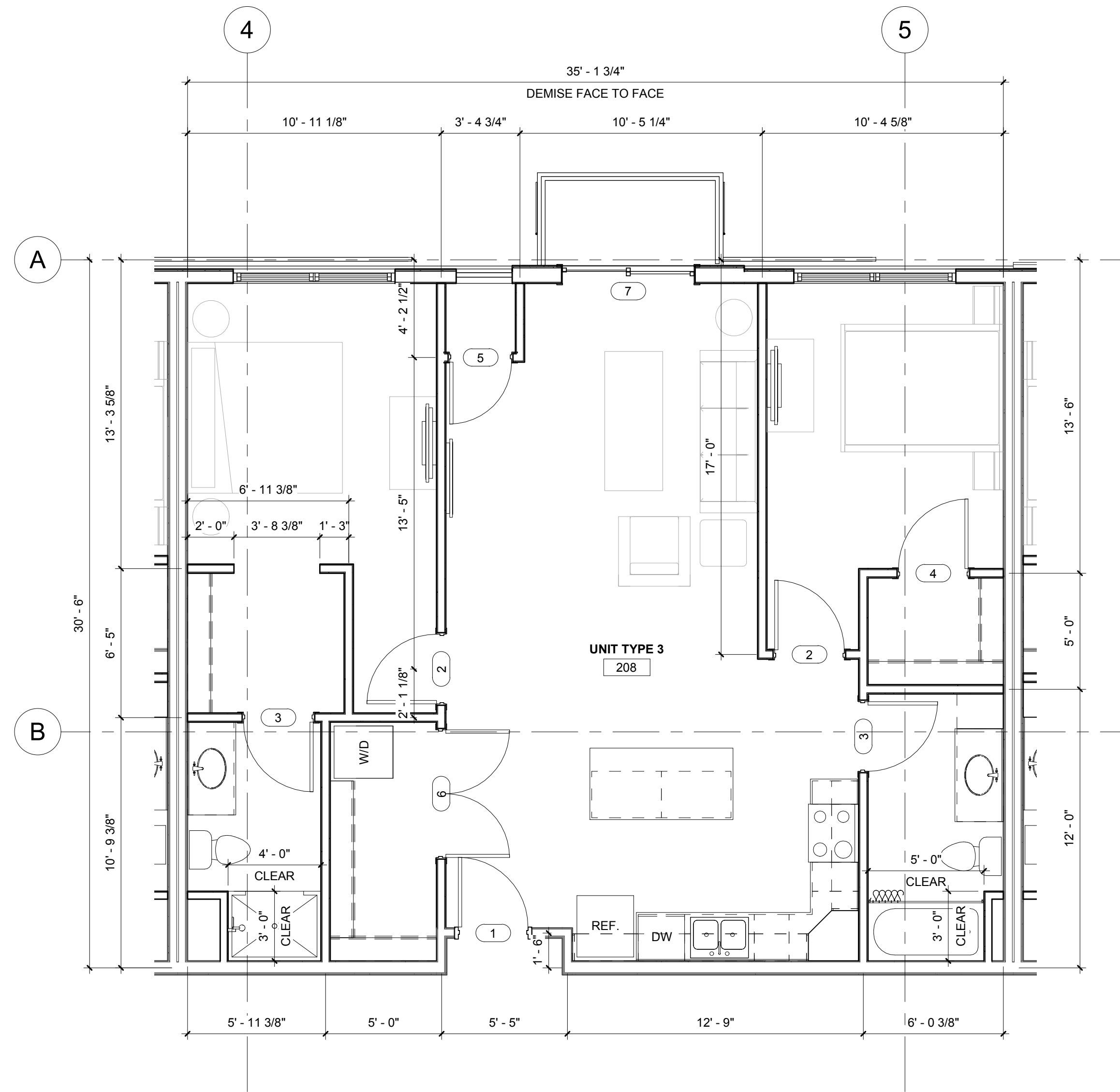
As Approved - June 2018



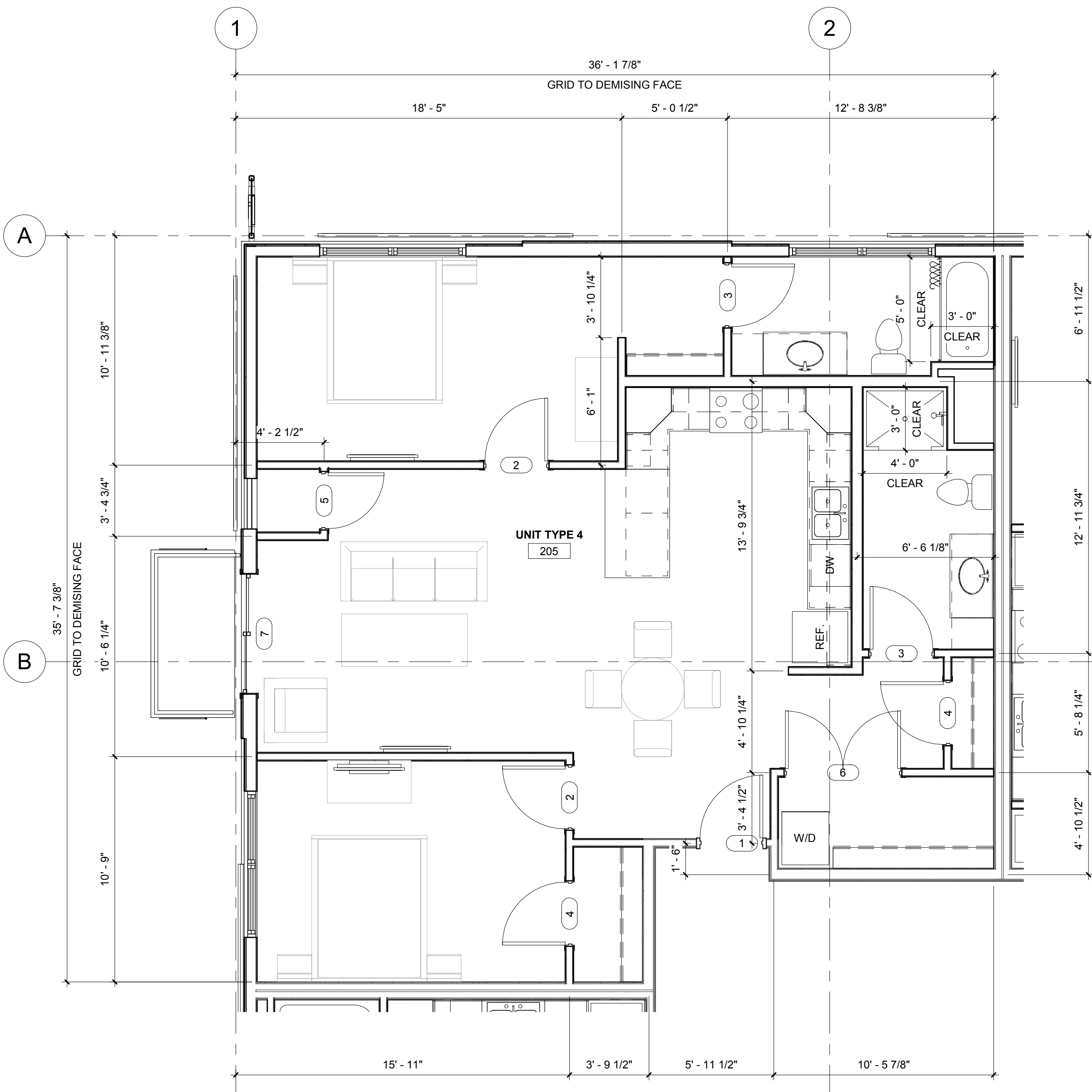
1 UNIT TYPE 1 & 1A - STUDIO (1 - 580 SF - 5 INSTANCES)
1/4" = 1'-0"



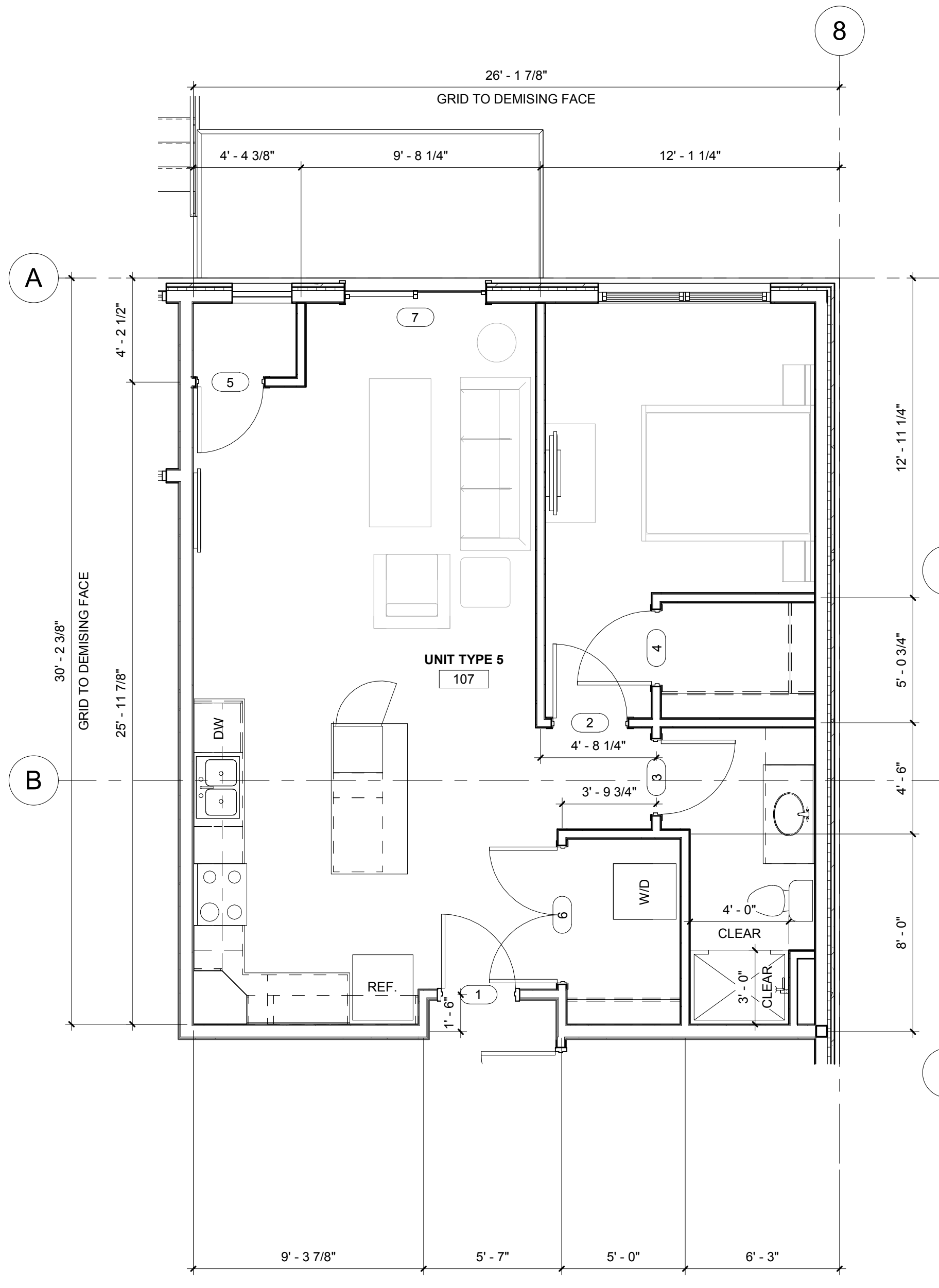
2 UNIT TYPE 2 - 1 BEDROOM (783 SF - 10 INSTANCES)
1/4" = 1'-0"



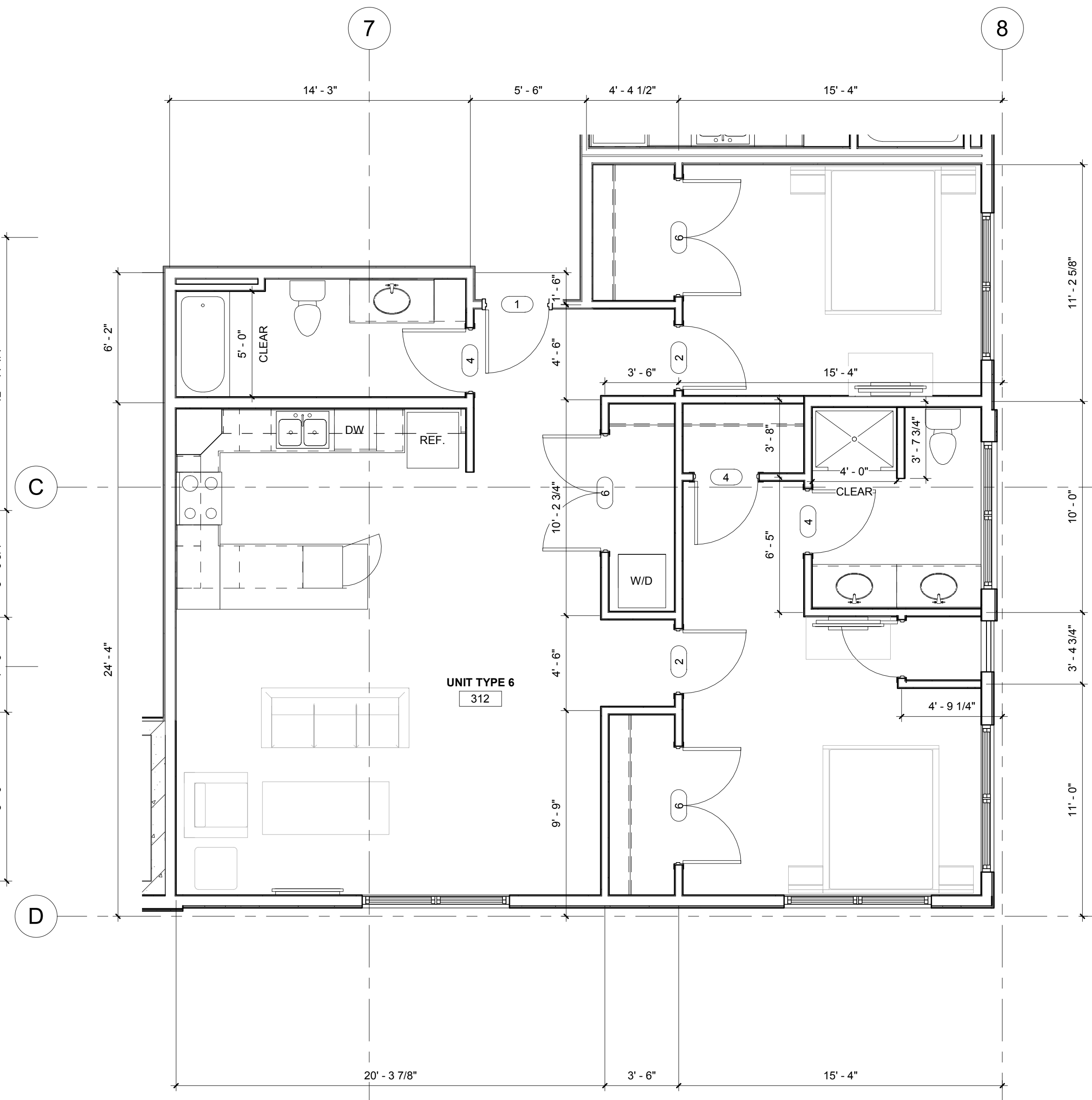
3 UNIT TYPE 3 - 2 BEDROOM (1086 SF - 6 INSTANCES)
1/4" = 1'-0"



4 UNIT TYPE 4 - 2 BEDROOM (1194 SF - 3 INSTANCES)
1/4" = 1'-0"



6 UNIT TYPE 5 - 1 BEDROOM (798 SF - 1 INSTANCE)
1/4" = 1'-0"



5 UNIT TYPE 6 - 2 BEDROOM (1290 SF - 1 INSTANCE)
1/4" = 1'-0"



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

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DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

FILE NAME

DRAWN BY

DESIGNED BY

REVIEWED BY

ORIGINAL ISSUE DATE 10/17/17

CLIENT PROJECT NO.

TITLE

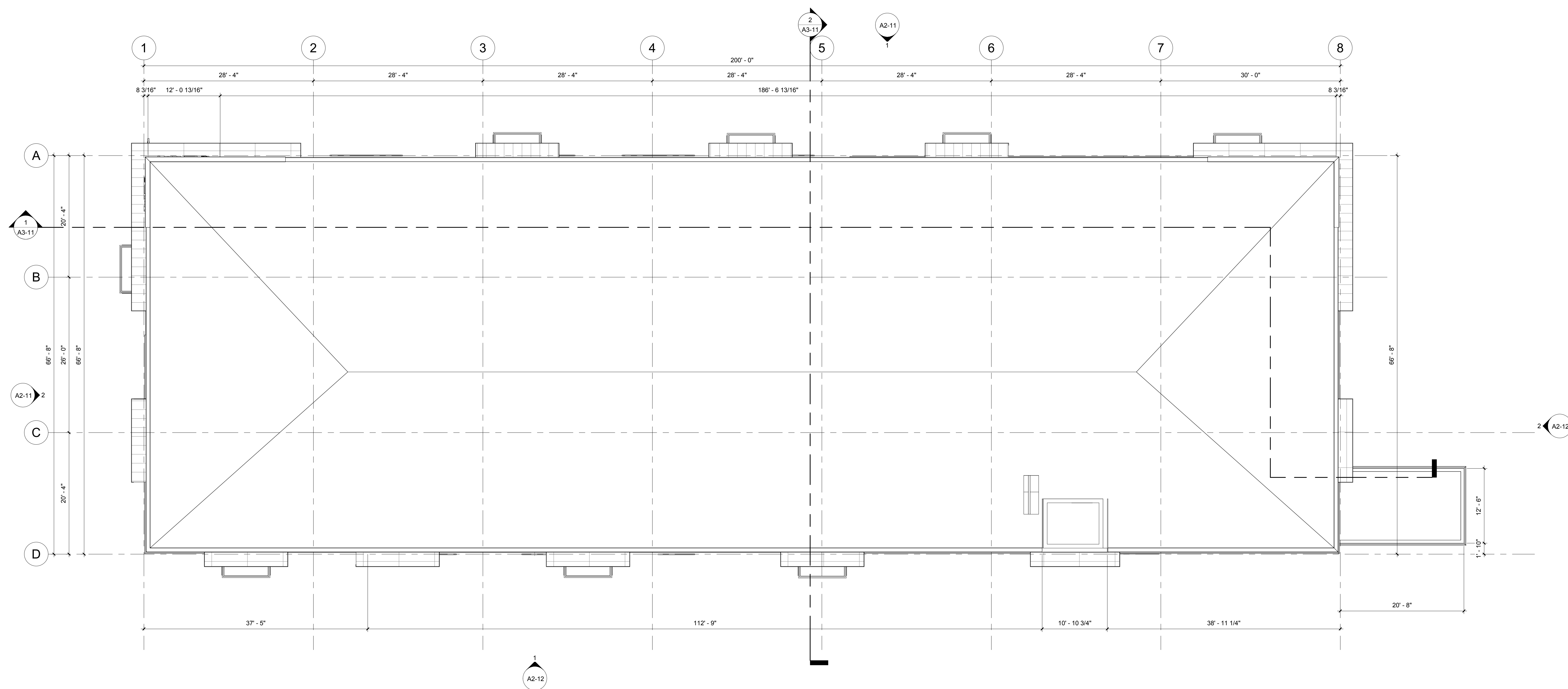
TYPICAL UNIT PLANS

SHEET

A1-24

PRELIMINARY NOT FOR CONSTRUCTION

As Approved - June 2018



1 ROOF PLAN
1/8" = 1'-0"



5/17/2018 11:24:18 AM



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RICHFIELD MINNESOTA

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DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746
FILE NAME
DRAWN BY
DESIGNED BY
REVIEWED BY
ORIGINAL ISSUE DATE
CLIENT PROJECT NO.

TITLE

ROOF PLAN

SHEET

A1-71

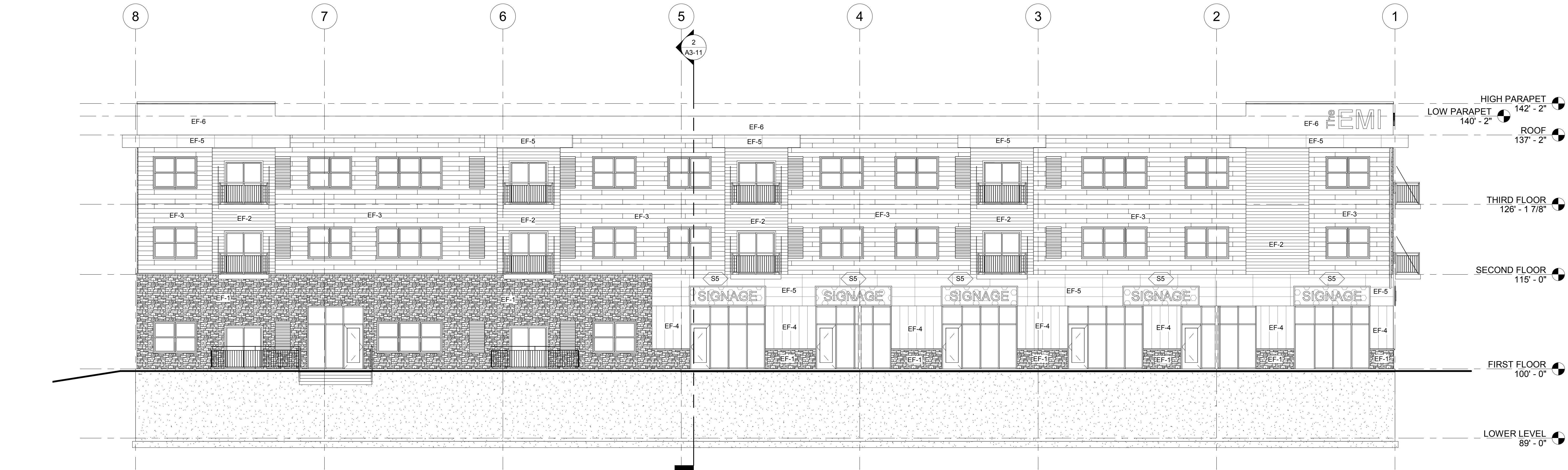
PRELIMINARY NOT FOR CONSTRUCTION

As Approved - June 2018

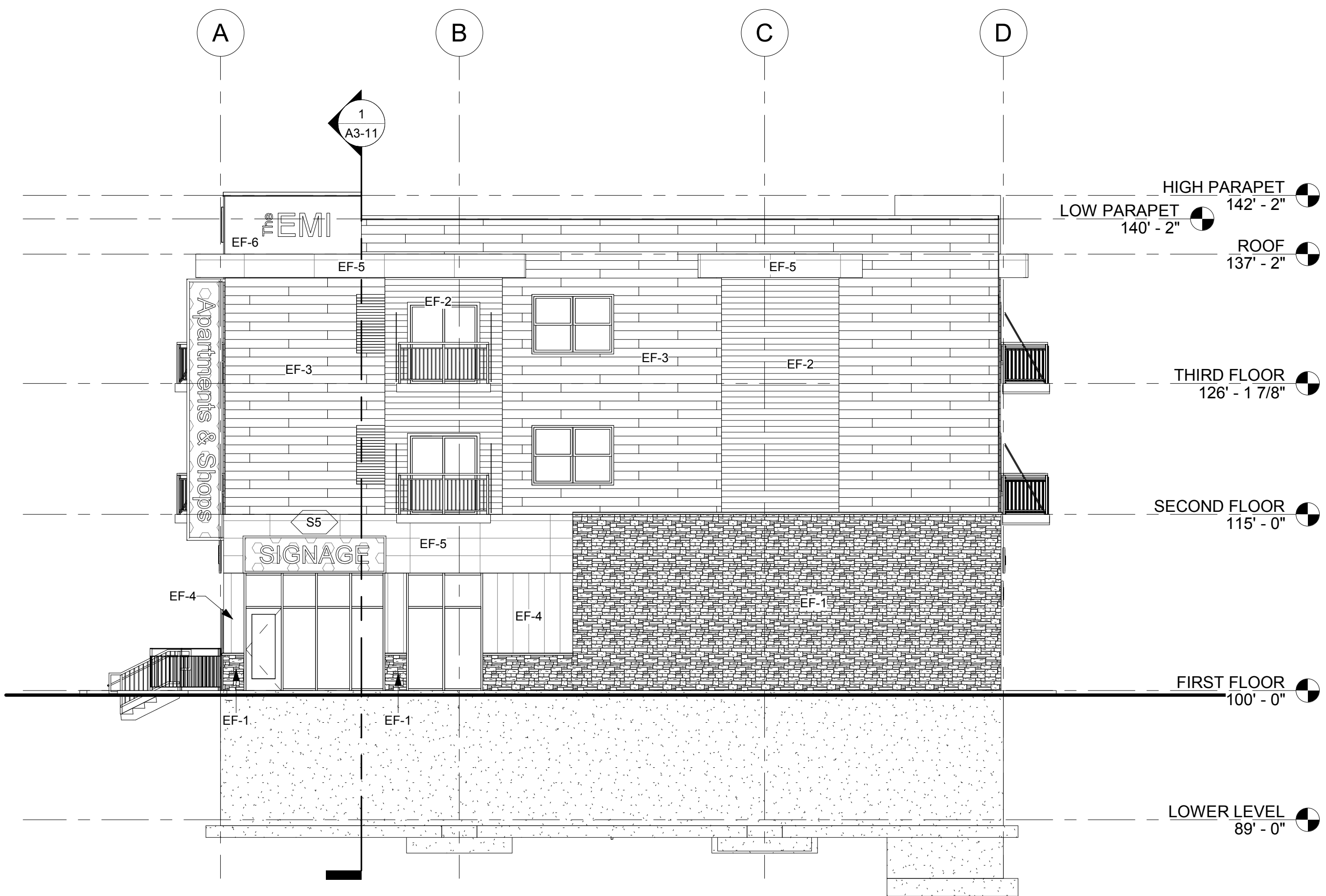
SIGNAGE				
MARK	WIDTH	HEIGHT	TEXT AREA	COUNT
S1	4' - 0"	2' - 0"	0' - 9"	1
S2	6' - 0"	2' - 0"	0' - 9"	4
S3	8' - 6"	2' - 0"	1' - 0"	1
S5	12' - 0"	3' - 0"	1' - 6"	6

EXTERIOR WALL MATERIAL SCHEDULE AND TAKEOFF				
MARK	MATERIAL DESCRIPTION	MANUFACTURER	MODEL / COLOR	APPROX AREA
EF-1	STONE VENEER			4442 SF
EF-2	LAP SIDING	LP SMARTSIDE	LITE COLOR	2155 SF
EF-3	18" x 120" FIBER CEMENT SIDING	NICHIA VINTAGE WOOD	LITE CEDAR COLOR	7547 SF
EF-4	BOARD AND BATTEN SIDING	LP SMARTSIDE	WHITE COLOR	926 SF
EF-5	16" x 72" FIBER CEMENT PANELS	NICHIA	GREY COLOR	1676 SF
EF-6	PAINT		BLACK	849 SF

NOTE:
ALL QUANTITIES IN "AREA" ARE APPROXIMATE
AND FOR REFERENCE ONLY. THESE
NUMBERS ARE NOT GUARANTEED AND NOT
INTENDED TO BE REPLACEMENTS FOR SHOP
DRAWINGS OR PHYSICAL DRAWING
EVALUATIONS AND TAKEOFFS.



1 NORTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

FILE NAME

DRAWN BY

DESIGNED BY

REVIEWED BY

ORIGINAL ISSUE DATE

CLIENT PROJECT NO.

TITLE

EXTERIOR ELEVATIONS

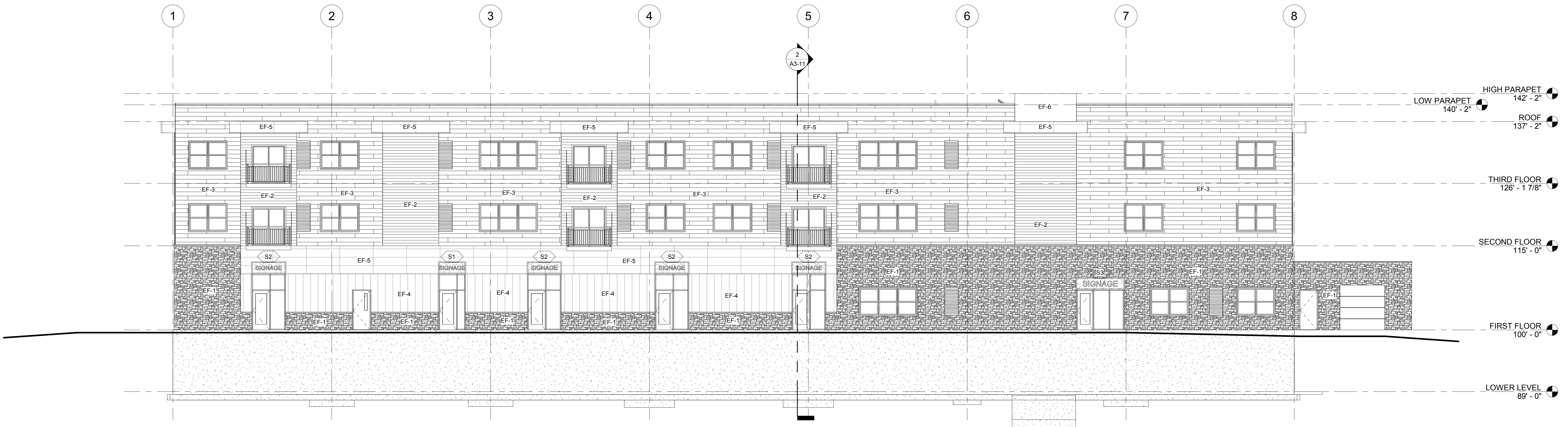
SHEET

A2-11

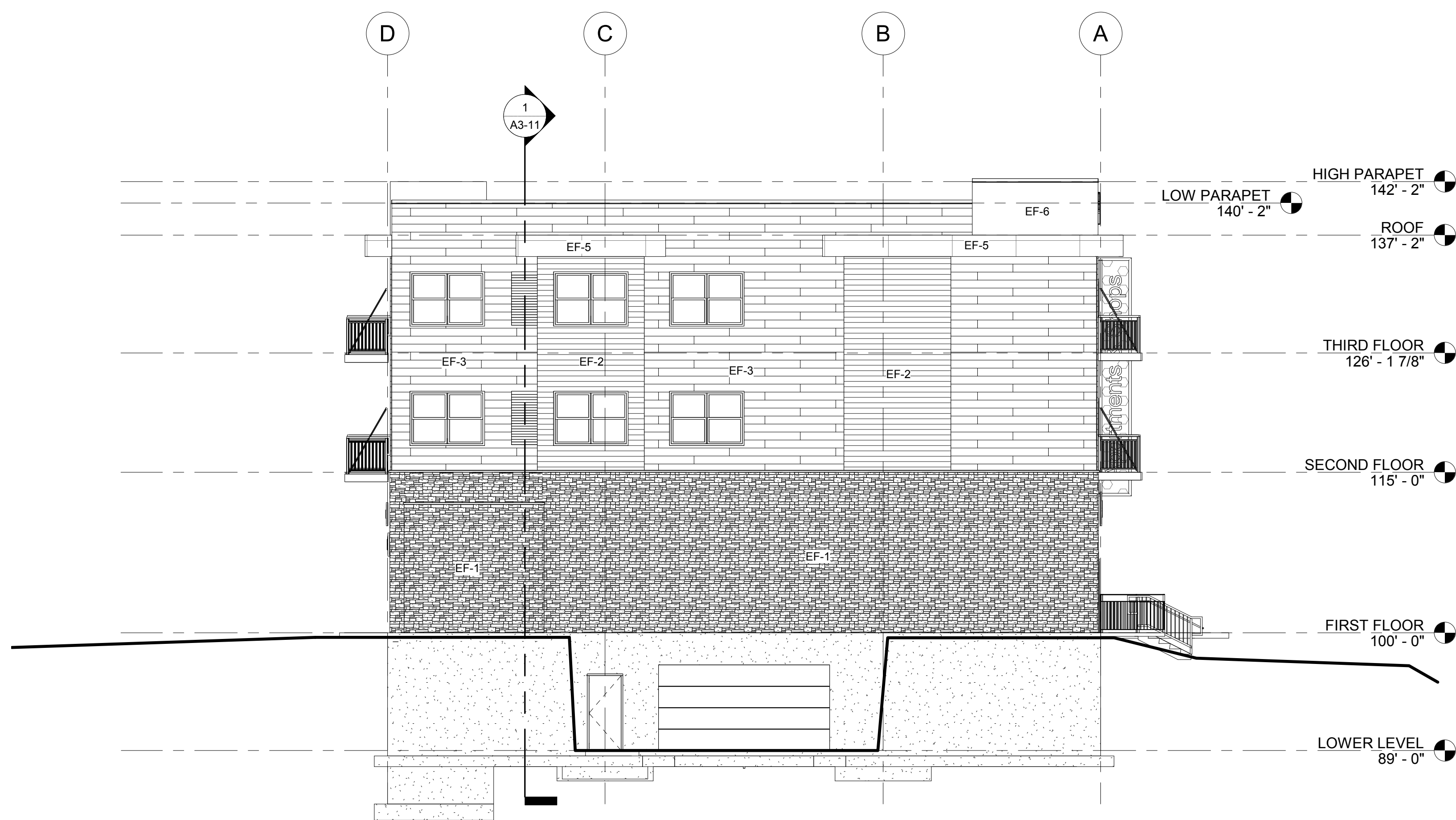
PRELIMINARY NOT FOR CONSTRUCTION

As Approved - June 2018

As Approved - June 2018



1 SOUTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

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RICHFIELD MINNESOTA

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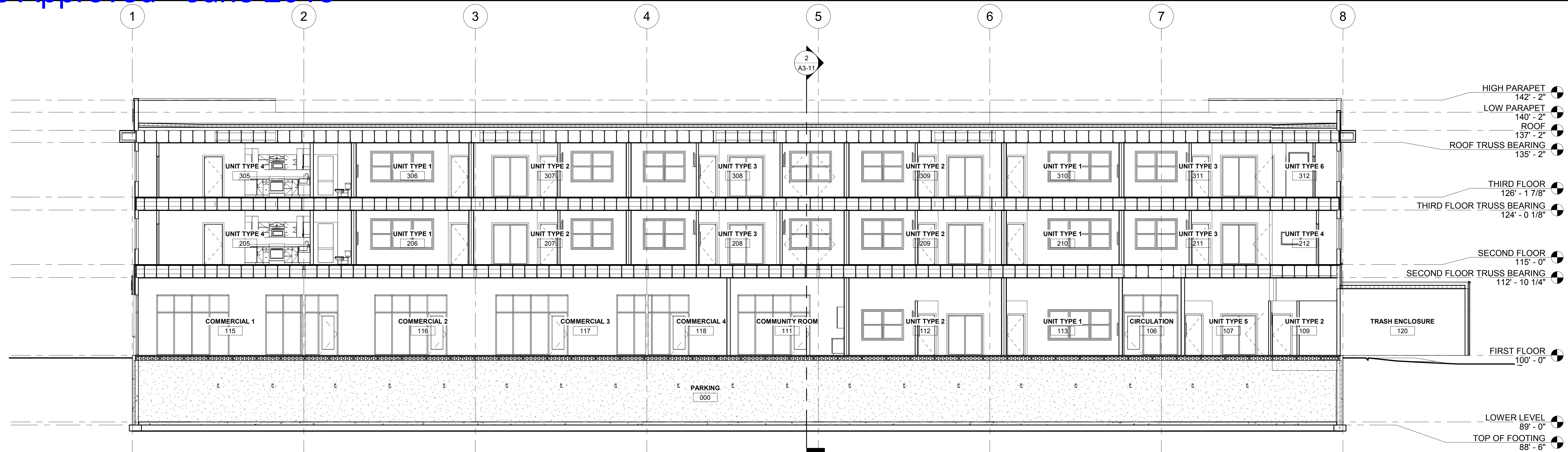
PROJECT NO.	17-20746
FILE NAME	
DRAWN BY	
DESIGNED BY	
REVIEWED BY	
ORIGINAL ISSUE DATE	
CLIENT PROJECT NO.	

TITLE

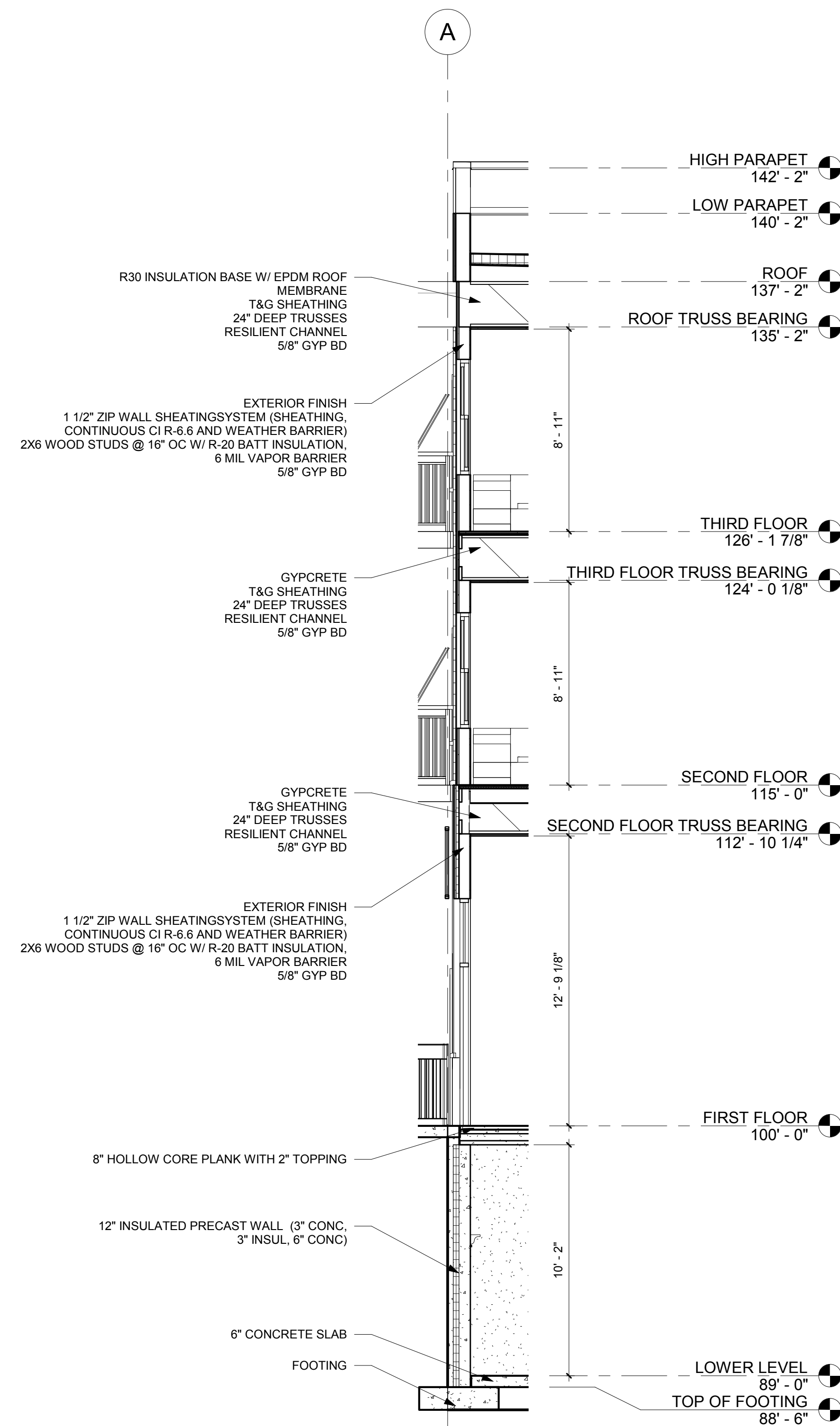
EXTERIOR ELEVATIONS

SHEET

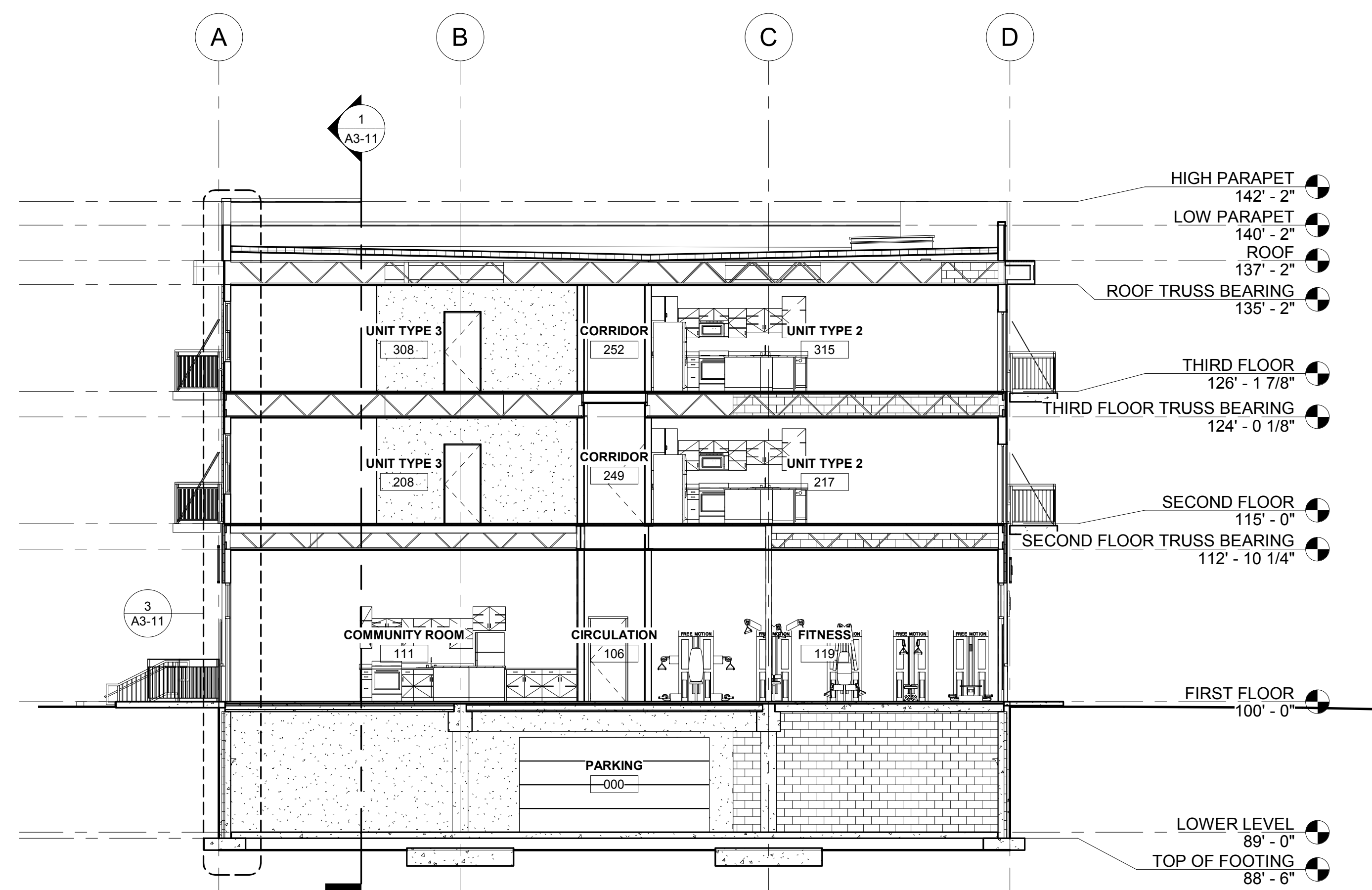
A2-12



1 BUILDING SECTION
1/8" = 1'-0"



2 TYPICAL WALL SECTION
1/4" = 1'-0"



3 BUILDING SECTION
1/8" = 1'-0"



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

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DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

FILE NAME
DRAWN BY
DESIGNED BY
REVIEWED BY
ORIGINAL ISSUE DATE
CLIENT PROJECT NO.

TITLE

BUILDING SECTIONS

SHEET

A3-11

The Emi – Virtual Open House Comments (as of 9/24/20)

1. I am still very much against this monstrosity going into our neighborhood, but guess it has become useless to beat a dead horse. Perhaps if the building had some architectural value, it would be more palatable. It reminds me of a big box warehouse. And too close to the street on the north side. I am also very concerned about who will be willing to rent these tiny studio apartments and the extra traffic it will bring going north on Stevens. Sorry for the negativity, but you already have been told by almost every neighbor in the area that we feel this was pushed down our throats. It just doesn't fit.
2. Still sounds like too much traffic, parking on ours streets, etc. I was so hoping two homes would be built there.
3. While the news of the reduced retail space is welcome, I'm concerned about the increased number of units (31 to 42) with the same number of parking stalls (33) planned. How can you say the parking ratios are better with more units and the same number of stalls?? In addition, I see that the exit/entrance to the parking lot on Stevens is restricted to avoid southbound traffic onto Stevens, but no such restriction on 1st. We get enough traffic now with drivers cutting through to avoid backups at the 66th/Nicollet roundabout and open access on 1st will lead to even MORE traffic coming down 1st Ave.
4. There is not enough parking for the complex. I don't want the over flow parking on the streets. Further reducing the flow of traffic. And when comes to street cleaning and snow removal the city will not tag parking parking offenders. Further creating traffic flow issues on 1st ave. and Stevens. When the snow is not cleaned up from cars not being moved.
5. Hello - Thank-you for sending out postcards informing neighbors about updates made to the EMI. 1. My fellow neighbors and I (all sharing the block with the EMI) are environmentally conscious. I personally have a pollinator-friendly yard and have committed to organic lawn care. As a token of good faith, will you commit to caring for your green space (turf) organically? Will you consider landscaping with plants that are native (i.e. more drought tolerant) and pollinator-friendly? Not only will this help get neighbors on board with your project, but it will be a great marketing tool for your building. Your green space will be safe for adults, children, pets, and our local water supply. If using native plants, as well, you will need to use less water once established - saving you money! If you need names of some great local companies that provide organic lawn care services and help with restorative landscaping, please let me know. 2. I also would like assurance

that you will commit to using a non-salt alternative for winter sidewalk de-icing such as "SafePaw". Again - another great way to market your building as environmentally conscious. And it won't negatively affect your green space come spring - saving you money for the cost of turf replacement. 3. Do you have updated drawings with removal of 5,000sf of commercial space on the first floor of the EMI? I look forward to hearing from you, XXX

6. EMI was suppose to 'work with' the neighbors for this new design and to my knowledge, not one resident was contacted for input until now and we are only 7 days away from the Planning Commission meeting. I don't believe that there are enough parking spots for the added apts. EMI is assuming that the reduced retail space would be sufficient. Retail parking is short term and residential parking is long term. This floor plan does not provide enough long term parking. In addition, apts on ground level facing 66th St are subject to high levels of road dust and air pollution. In addition, this new exterior design is not shown in its entirety, only an elongated view that is incomplete. This new design is quite 'unattractive' and is not a visible asset to the neighborhood.
7. I'm a local resident who, truthfully, is open to more density but is not super keen on how modern and mismatched the style of this development is to our local community. NOTHING looks like this and it's not a classic look that will age well. However, I know that's the current vibe. I do however have some concerns with the changes to the plan. When this was approved to be changed from residential only to mixed use, it was done so with the promise that there would be local businesses to benefit the existing residents nearby. This is being greatly reduced. So now we will have a bit of an eye sore, and very few benefits to those of us within a walking distance. Richfield needs more small local businesses, especially with front facing property on main roads for visibility. I'd be happy to share our street parking with visitors to a coffee shop or yoga studio. It's short sighted to make these changes - COVID will not be here in 3 years, this building will be. Keep the commercial spaces available for local businesses that need them. That's a bigger need than a few more windowless studio apartments.



Planning Commission Minutes

September 28, 2020

MEMBERS PRESENT: Chair Kathryn Quam, Commissioners Bryan Pynn, Sean Hayford Oleary, Peter Lavin, and James Rudolph, Susan Rosenberg, Brett Stursa

MEMBERS ABSENT: none

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

OTHERS PRESENT: Christine and Renato Kirsnik for Public Hearing Item #1; Paul Lynch, PLH & Associates, and Charlie Bird, for Public Hearing Item #2

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

APPROVAL OF MINUTES

M/Rudolph, S/Lavin to approve the minutes of the July 27, 2020, meeting.

Motion carried: 7-0

OPEN FORUM

No members of the public spoke, no comments received.

APPROVAL OF AGENDA

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

Motion carried: 7-0

PUBLIC HEARINGS

ITEM #1

Public hearing to consider a request for variance for a driveway wider than the allowed maximum at 2015 Forest Drive. Assistant Planner Nellie Jerome read the staff report for this variance application. Commissioners discussed hardships of bringing the driveway into compliance, and the requirements for granting a variance.

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

Motion carried: 7-0

M/Rudolph, S/Lavin to approve the variance for a driveway wider than the allowed maximum at 2015 Forest Drive, finding that the required conditions for variance approval are met.

Commissioner Lavin discussed practical difficulties of removing the excess pavement.

Motion failed: 4-3 (nay votes from Quam, Rosenberg, Stursa, and Hayford-Oleary)

M/Stursa, S/Rosenberg to approve the resolution denying a variance for a driveway wider than the allowed maximum at 2015 Forest Drive.

Commissioners discussed the

Motion carried: 4-3 (nay votes from Rudolph, Lavin, and Pynn)

ITEM #2

Consideration of an amendment to approve final development plans for a mixed use development at 101 66th Street East (66th Street and 1st Avenue). The proposed amendment reduces commercial space and increases the number of apartments in the project. Assistant Community Development Director Melissa Poehlman presented the staff report for the project known as the Emi. The developer is requesting to reduce ground floor commercial space and provide affordable housing units instead.

Commissioners discussed parking ratio minimums and maximums, and staff explained that the current proposal is above the parking maximums for both residential and commercial spaces. Staff clarified that they were recommending that the developer remove a row of twelve spaces and keep it as pervious landscaping, with the option to add parking if needed in the future. The developer was present to answer questions. The developer proposed bringing the parking ratio under the maximum by removing 5 parking stalls instead of 12.

Written comments that were received before the meeting were given to Commissioners. During the meeting, callers brought up concerns with unpleasant construction disturbance with projects like this, the size of the building, neighborhood traffic and parking, trash around the project site, and a want for more inclusion of community members in the planning process. An adjacent neighbor noted that he preferred that the additional 12 parking stalls on the south side be kept as landscaping.

Assistant Community Development Director Melissa Poehlman addressed the written comments and concerns from callers, noting that the façade is of high-quality materials and that the proposal being considered tonight will reduce traffic and parking with the reduction of commercial space. She added that the choice of environmental friendly landscape maintenance will be up to the developer. Commissioners requested that this project be completed soon.

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

Motion carried: 7-0

Commissioners discussed design changes in approved projects and what threshold of changes would require a return to the Planning Commission for re-approval. Assistant Community Development Director Poehlman explained that she can bring the concern up at the City Council meeting.

M/ Pynn, S/ Hayford Oleary to approve recommended action with the condition that the number of parking stalls is limited to 67 total.

Motion carried: 6-1 (nay vote from Rudolph)

LIAISON REPORTS

Community Services Advisory Commission: playgrounds are going in at Washington, Taft, and Madison, and the dog park is nearly ready.

City Council: no report

Housing and Redevelopment Authority (HRA): no report

Richfield School Board: no report

Transportation Commission: Nothing to report.

Chamber of Commerce: (vacant)

July 27, 2020

CITY PLANNER'S REPORT

Nothing to report

ADJOURNMENT

The next regular meeting will be Monday, October 26, 2020, at 7pm on Webex online meeting platform.

M/Pynn, S/Hayford Oleary to adjourn the meeting.

Motion carried: 7-0

The meeting was adjourned by unanimous consent at **9:25 p.m.**

Planning Commission Secretary



STAFF REPORT NO. 132
CITY COUNCIL MEETING
10/13/2020

REPORT PREPARED BY: Rachel Lindholm, Sustainability Specialist

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director
10/4/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/6/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the Climate Action Plan.

EXECUTIVE SUMMARY:

Over the past several years, Richfield has undertaken numerous sustainability-related initiatives, complementing existing city services that already follow environmental best practices. Recently, after resident inquiries and with increased sustainability efforts, the City Council asked staff to create a climate action plan for Richfield. This report will help guide many of the environmental initiatives the city will undertake over the next 5 years.

After getting feedback on the CAP at the previous work session and subsequently revising it, staff are now requesting formal approval of the Climate Action Plan. This action will help increase and advance the sustainability work and education happening throughout the City.

RECOMMENDED ACTION:

By motion: Approve the Climate Action Plan.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Sustainability/environmental efforts have a long history in Richfield, including establishing Wood Lake Nature Center in 1971, which has provided environmental education for almost 50 years.
- In 2012, Richfield joined GreenStep Cities to track sustainability progress and work to achieve more environmental initiatives. Currently, the City is looking to reach Step 4 designation.
- The City hosted a GreenCorps member from October 2018 - August 2019; the member's projects focused on waste reduction and disposal. In 2019, the Sustainability Specialist staff position was created to continue and expand sustainability efforts.
- In 2019, the Sustainability Commission was established after the Organics Taskforce was disbanded and residents wanted an ongoing commission dedicated to sustainability.
- The CAP creation process started in March 2020. A draft was brought to the Sustainability Commission for feedback at the August 27th meeting. An edited version was brought to the City Council at the September 22nd work session where staff received more feedback for further revisions.

- Some actions in the CAP are already underway, like participating in Partners in Energy.

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

The 2040 Comprehensive Plan identifies several City goals that are connected to goals in the Climate Action Plan as well (detailed in Appendix 2 of the CAP).

C. CRITICAL TIMING ISSUES:

Formal approval will accelerate media promotion of the plan. Since work on actions included in the plan has already started and will continue, there are no climate actions that are waiting for immediate approval of the plan first.

Adopting the CAP will help align goals with staff work and prioritize efforts, steering sustainability goals with a measured time frame (5 years). Effects of climate change are already experienced locally and globally so continuing and increasing sustainability efforts is essential.

D. FINANCIAL IMPACT:

Some projects and actions will require additional funding, but the majority will be accomplished with existing staff time and budget. Any projects that require additional funding will go through the proper presentation and approval process in the future.

E. LEGAL CONSIDERATION:

This is not a legally binding document. Individual actions and projects could include specific legal considerations and will be brought up at that time.

ALTERNATIVE RECOMMENDATION(S):

Do not vote to approve the Climate Action Plan or request further changes to the content before approval.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
Climate Action Plan	Backup Material



City of Richfield

CLIMATE ACTION PLAN



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Lifelong learning at Wood Lake Nature Center is an essential part of sustainability and environmental education and action!

Introduction

In Richfield's 2040 Comprehensive Plan, one of the overarching goals was "emphasizing sustainability as a measure to ensure the future economic, environmental and social health of the community". Sustainability efforts are also inherently connected to the rest of the City's goals. This includes increasing equity, committing to a balanced multi-modal transportation system, providing the best core services, engaging residents with community outreach, and more.

Our climate is changing rapidly, with more precipitation (both rain and snow) and warmer temperatures, especially during the winter and overnight (Minnesota Environment and Energy Report Card, 2019). In 2016, transportation surpassed electricity as the largest source of CO₂ emissions in MN (Minnesota Environment and Energy Report Card, 2019). All of these statistics and more highlight a need for society to change its business-as-usual behaviors and look towards more environmentally friendly ways of life.

The predominant lenses through which the climate actions in this plan have been proposed and evaluated are mitigation, education, and equity. It is well-known that climate change has and will continue to affect everyone, disproportionately affecting marginalized populations. This includes our elderly, people of color, disabled, non-English speaking, low-income, and immunocompromised friends, family, and neighbors.

It's important to learn how climate change affects people differently based on socio-economic factors. As such a diverse community, Richfield knows the importance of ensuring equity in all services and projects. The Climate Action Plan is no exception, with staff and elected officials ensuring that equity is highlighted in every goal. There are some general aspects in the plan that work to increase equity, like widespread translation of existing and new resources and documents, and working to provide in-person translation as well. Specific actions look at equity on a deeper scale, working to increase tree canopy, healthy food access, complete transportation systems, and decrease financial barriers. Expanding access to services helps create a more connected community.

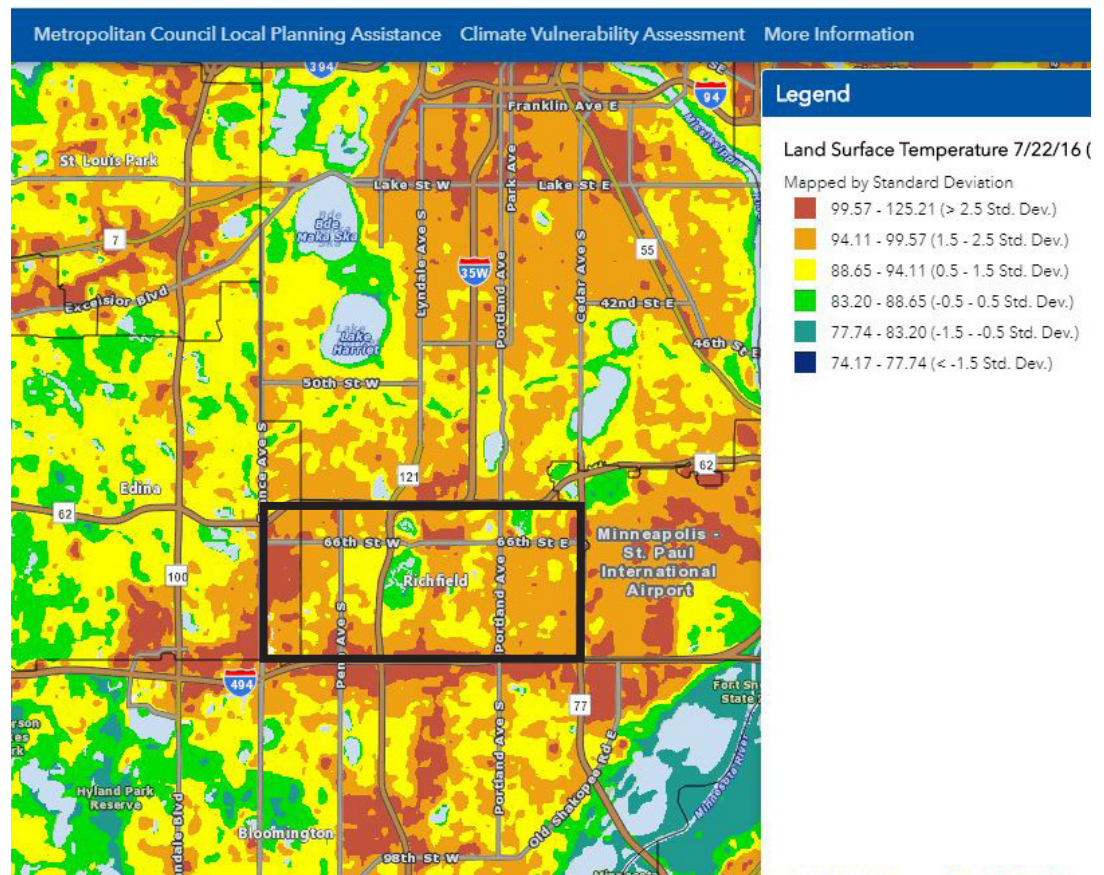


Figure 1: Land Surface temperature. Richfield is indicated by the black outline. (Source: Metropolitan Council Local Planning Assistance)

Climate change will continue to bring many environmental, social, and resource-based stresses to cities like Richfield. These problems could include heat and disease killing the urban tree canopy. Fewer mature trees and more development increases the urban heat island effect, which has already shown that the average temperature in the cities and first-ring suburbs is several degrees warmer than surrounding rural areas (Smoliak et al, 2015). Figure 1 shows the prevalence of warmer temperatures in Richfield, especially compared to surrounding areas.

These warming temperatures lead to a decline in air and water quality as well as a significant increase in health emergencies related to conditions like asthma, COPD, and cardiac arrest. Stresses on bodies of water increase flooding and decrease water quality. Stresses on public health like food supply chain disruptions threaten the well-being of urban populations. Stresses on low income residents and/or those who live in high-risk areas or aging infrastructure affect already marginalized populations, and increase the severity of health-related consequences.

Richfield has shown its commitment to more sustainable actions, especially over the past few years. The City joined GreenStep Cities, a continuous improvement program with hundreds of action steps housed under 29 best practice categories, and is currently working to achieve Level 4 status within the program. More information on Richfield's GreenStep Cities progress can be found by visiting: <https://greenstep.pca.state.mn.us/city-detail/12392>.

Efforts like these adds to the many common municipal practices that have long been the best environmental option. However, Richfield needs a plan going forward that prioritizes a larger scale climate action effort. It is necessary to prepare our community to handle both existing and new conditions that may hinder future daily living, so we can best adapt to these unknown situations.

This climate action work plan details actions to help achieve both short- and long-term goals for the City of Richfield's sustainability efforts. These actions have been influenced by policies outlined in the most recent Comprehensive Plan as well as staff and resident suggestions. There are many actions to undertake and Richfield will only realize the success of its full potential when everyone works together. Together we can prepare Richfield for the future and see the benefits of our efforts now.

This plan will be re-evaluated every year by city staff and the Sustainability Commission to ensure that the goals and actions included are meeting the city's needs. This annual review will also look at the progress being made and next steps including additional resources that might be needed to further achieve these actions.



In 2019, Richfield bought two Plug-in Hybrid Electric Vehicles (PHEVs) to be used in the Engineering and Recreation Departments. Engineering staff only filled up the gas tank 3 times in the first year of driving!

Overarching Climate Action Goals

The City of Richfield has identified the following goals as overarching objectives that encompass numerous possible actions. Some of these efforts will strengthen resources found in Richfield, like greenspace and local food systems, while others focus on resources generated outside of Richfield, including electricity and renewable energy. In addition to responsible consumption and awareness, these climate actions will help reduce the environmental effects and greenhouse gas emissions resulting from current behaviors.

- 1. Develop and Promote Energy Efficiency Efforts** – Understand Richfield’s energy usage and how to reduce it, saving money and helping the environment.
 - a. Energy Initiatives
 - b. Transportation Initiatives
- 2. Promote Renewable Energy Installation and Purchasing** – Reduce reliance on fossil fuel derived energy and educate residents and businesses on installation incentives.
- 3. Encourage Sustainable Design and Building Practices** – Ensure design and construction plans integrate environmental best practices and amenities, making the building’s life-cycle more environmentally efficient.
- 4. Strengthen and Expand Natural Resource Management** – Inventory various natural resources and include the public in restoration and maintenance of trees, parks, and bodies of water.
 - a. Landscaping and Urban Canopy
 - b. Water Quality and Conservation
- 5. Reduce Waste Generated & Promote Responsible Disposal** – Understand how to responsibly dispose of many different goods and materials while promoting a circular, low waste economy.
- 6. Improve Access to Local and Healthy Food** – Increase convenient purchasing opportunities and create more gardening and food production opportunities.

Goal 1: Develop and Promote Energy Efficiency Efforts

Energy Initiatives

Emissions from energy generation and usage account for the second highest sector of emissions globally, only behind transportation. When compared to other inner ring suburbs, Richfield falls below the average of tons of CO₂ emitted from energy consumption (Figure 2). This also correlates with lower energy consumption compared to other inner ring suburbs.

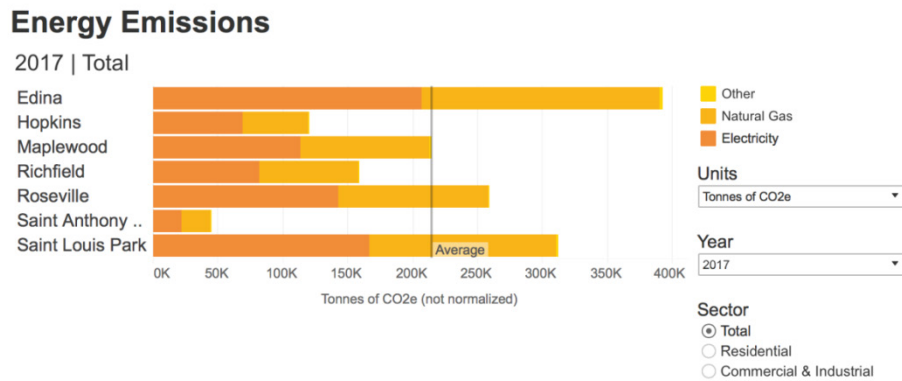


Figure 2: The 2017 Energy Emissions of the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

However, because of Richfield’s specific land use, the lower than average energy usage is drastically driven by residential energy consumption, not by commercial consumption. This is reflected in the residential energy costs shown in Figure 3, which shows that Richfield residents pay a fairly average amount per household has paid per day for energy, despite using less energy than average.

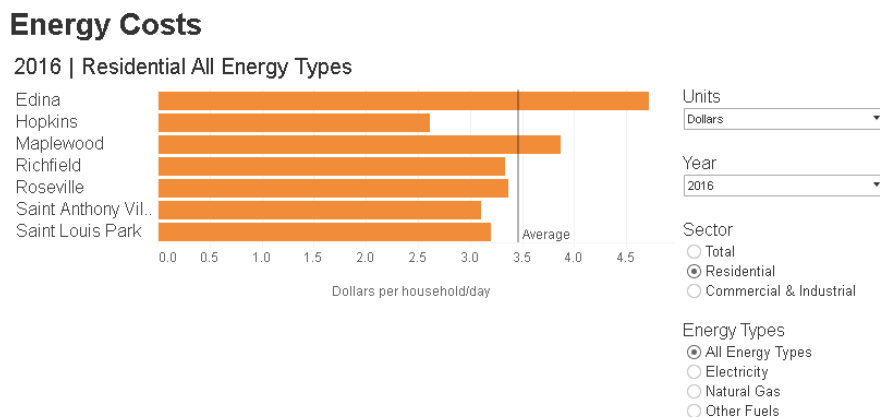


Figure 3: 2016 Energy Costs (dollars per household per day) of the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

These costs add up and based on the condition of one’s home, it can add up quickly. “‘Energy Burden’ is the percentage of household income spent on home energy bills. The nation’s average energy burden is roughly 3.5%, but some Minnesotans spend 20-30% of their income on energy” (CERTs, 2020). This is determined in part by the age or maintenance of HVAC systems and other appliances, the amount of heat loss or retention, and general resource usage. These factors tend to disproportionately affect low-income and marginalized groups without funds for large equipment upgrades or the agency as renters to make these changes.

It is clear that energy efficiency and reduction efforts would benefit both sectors, saving money and conserving resources. Richfield has already undertaken several energy efficiency efforts, especially when it comes to the energy usage of municipal buildings. Both the Public Works building and the Water Plant are outfitted entirely with LED lighting fixtures. The Water Plant has also taken part in an Xcel Energy rebate program to upgrade equipment like high service water pumps and other motor upgrades. Other citywide energy actions include converting all stoplights in the city to LED fixtures as well as participating in Xcel and Center for Energy and Environment's Home Energy Squad program since 2013.

Objective 1: Share opportunities to decrease energy costs and lower energy usage with residents and business owners

- 1.1** Community stakeholders will write and execute an Energy Action Plan through participating in Partners in Energy. Among other goals, include a focus on residential energy use and efficiency efforts with marginalized populations in the city.
- 1.2** Develop a City webpage that provides information to help residents incorporate energy efficiency practices and technology into their lives. Communicate these strategies through social media, newsletters, and e-notifications.
- 1.3** Encourage commercial and large residential building owners to reduce energy use and increase energy efficiency by retrofitting existing buildings and introducing behavior changes.
- 1.4** Discuss including energy efficiency tips and improvements as part of point of sale inspections or new homeowner materials. Promote utility rebates for energy efficient product upgrades.

Objective 2: Increase the energy efficiency of all municipal buildings and operations

- 2.1** Track municipal energy, natural gas, and water consumption on B3, an energy benchmarking program.
- 2.2** Conduct municipal building audits to find efficiency opportunities (behavior change and technology implementation). Create building-specific improvement plans, optimizing city operations to best conserve energy and save money.
- 2.3** Replace existing Xcel metered high-pressure sodium (HPS) streetlights with LED streetlights.
- 2.4** Develop a program to replace existing Xcel flat rate HPS streetlights with LED streetlights.
- 2.5** Create and maintain a written inventory of LED and HPS light fixtures in municipal facility and park parking lots. Use this information as a guideline for replacing HPS fixtures with LEDs.

Transportation Initiatives

In Minnesota, transportation generates the most greenhouse gas emissions. Although freight transportation contributes to this, individual travel makes up a far greater percentage of Richfield's transportation emissions (Met Council Greenhouse Gas Inventory, 2018). While there has been progress in promoting and planning for alternative modes of transportation (public transit, biking, walking, rolling, riding scooters or skateboards, etc), the car continues to be the primary mode of transport for many. Additionally, most of those trips have a single occupant, especially commutes.

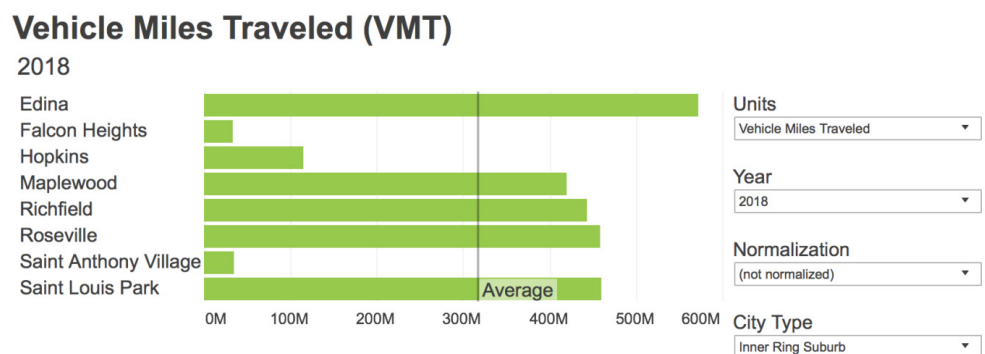


Figure 4: 2018 Vehicle Miles Traveled for the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

Richfield is above average for inner ring suburbs when it comes to vehicle miles traveled (VMT). As shown in Figure 4, the city's statistics do fall in line with many other suburbs. However, when the data is changed to show VMT per household per day, Richfield rises to the top, driving nearly 80 miles every day. According to the 2017 National Household Travel Survey, 35.2% of all vehicle trips were 2 miles and less and 5% of all trips were under ½ of a mile! This is an area where carpooling and increased transit use would be greatly beneficial.

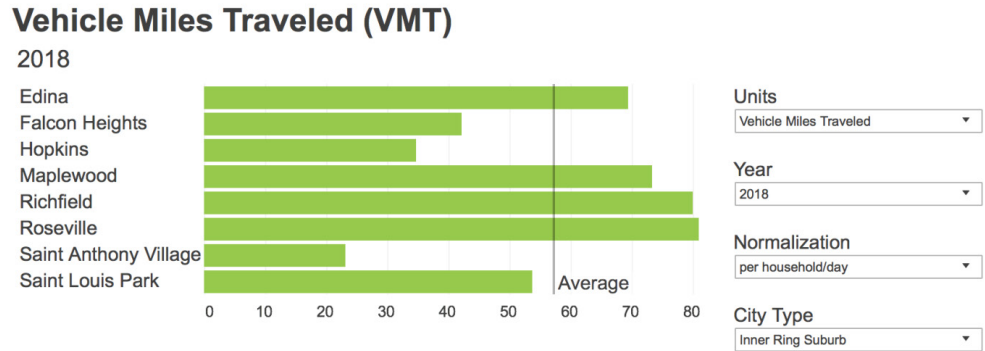


Figure 5: 2018 Vehicle Miles Traveled per household per day for the Inner Ring Suburbs.
(Source: Regional Indicators Initiative)

Richfield's Complete Streets Plan has overseen many transportation infrastructure improvement projects aiming to increase the safety of all people traveling in Richfield. Several pedestrian bridges and underpasses have been constructed to enhance the city's transportation infrastructure. Re-striping and roundabouts have also helped increase overall safety. One exemplary project was the reconstruction of 76th Street. Reduced from four lanes of concrete to two lanes of asphalt, the right of way was used to add bike lanes, sidewalks, multi-purpose trail, and green boulevards with trees on both sides of the roadway. These projects and more all help reduce transportation emissions and other effects on the environment while also promoting positive public health habits.

Objective 3: Reduce city-wide transportation-related emissions and Vehicle Miles Traveled (VMT)

- 3.1** Share education with residents regarding electric and plug-in hybrid electric vehicle (EV/PHEV) incentives, financing, charging infrastructure (public and private), benefits, etc.
- 3.2** Continue evaluating the full municipal fleet for vehicle replacement opportunities
- 3.3** Install charging stations at municipal facilities after integrating more EVs/PHEVs into the fleet.
- 3.4** Encourage fewer individual in-city staff trips and more carpools. Prioritize using EVs/PHEVs for these shorter trips.
- 3.5** Review and amend city policies to encourage employees to adopt a telework/in-office split schedule.
- 3.6** Continue to encourage inclusion of roundabouts into planning and educate the public on the benefits of reducing idling and lowered emissions.

Objective 4: Encourage alternate forms of transportation, promoting a healthier mobility network

- 4.1** Work with partners like Move Minnesota and Commuter Services to promote and incentivize alternative transportation for staff and residents.
- 4.2** Share information about the MPCA's electric bus initiative with local schools.
- 4.3** Develop more opportunities to educate the public on equity in transportation planning.



Goal 2: Promote Renewable Energy Installation and Purchasing

As detailed in the previous goal, energy efficiency and related emissions are a large component of the greenhouse gas emissions reduction challenge. Increasing the amount and production capacity of renewable energy infrastructure helps lower reliance on fossil fuels and reduce emissions from energy production.

Richfield is serviced by Xcel Energy, which has set several goals to increase the percentage of carbon-free energy provided to customers. In 2019, Xcel Energy reached 54% carbon-free energy production in the Upper Midwest. In 2019, wind power alone supplied 15% of the energy Xcel provided (Figure 6).

Implementing different models, like buildings producing their own electricity through solar or geothermal infrastructure, helps build a stronger energy system. Renewable energy generation at individual sites continues to become more financially accessible, strengthening energy production at varying scales.

Many households in Richfield have installed solar panels on their homes or garages. Local businesses like Jaguar Land Rover Richfield generate electricity from rooftop solar arrays as well. Additionally, the City has solar panels on five buildings (the Pool, Ice Arena, Public Works, and two liquor stores). A less expensive way to participate in the generation and consumption of renewable energy is to purchase it through Xcel's Renewable Energy programs, like Windsource and community solar gardens. Over 1,000 households in Richfield currently participate in energy programs like these!

2019 Upper Midwest (Michigan, Minnesota, North Dakota, South Dakota, Wisconsin)

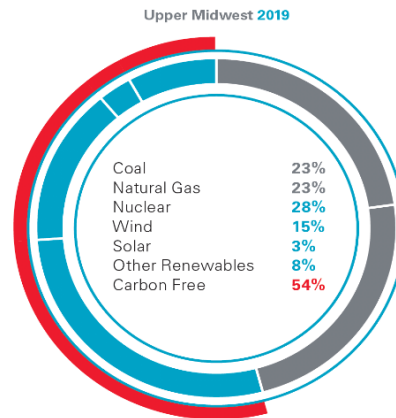


Figure 6: 2019 Breakdown of Energy Production in Xcel's Upper Midwest Service Area. (Source: Xcel Energy Power Generation).

Objective 1: Increase city-wide renewable energy purchase and generation

- 1.1** Promote options for purchasing renewable energy to residents and businesses. Identify affordable opportunities to increase equity throughout Richfield, working with low income communities and with people of color.
- 1.2** Conduct solar feasibility study; identify buildings in the city with the most potential and do targeted outreach. Share grant programs to increase affordability, especially for non-residential sites.
- 1.3** Develop and distribute an educational brochure outlining current financing incentives and the benefits of installing solar.

Objective 2: Increase municipal renewable energy purchasing and infrastructure installation

- 2.1** Continue to research renewable energy infrastructure options for municipal facilities.
 - Identify any other municipal buildings with good solar payback potential.
 - Investigate feasibility of solar thermal hot water systems.
 - Investigate adding renewable infrastructure in all new construction.
- 2.2** Investigate viability of making all park trail lighting solar powered.
- 2.3** After reduction efforts, offset energy use with renewable energy purchasing through Xcel Energy's renewable portfolio options.

Goal 3: Encourage Sustainable Design and Building Practices

Construction and demolition (C&D) waste includes materials from the renovation, demolition, or construction of buildings and transportation infrastructure. In 2019, Minnesota generated an estimated 10.2 million tons of C&D waste, with around 1.4 million tons of that recorded as landfilled (MPCA). This waste stream presents a great opportunity to divert materials for reuse and extend their lifecycle.

With limited space for new construction in Richfield, sustainable design, which looks at the lifespan of a building and plans for emerging technologies is essential. It also takes into account existing natural resources like natural lighting and passive heating to lower a building's energy footprint after construction. All of these practices result in financial and environmental savings over time.



Richfield's partnership with Habitat for Humanity constructs affordable housing units in the city. All of their houses are built to meet Energy Star 3.1 standards.

Richfield residents are implementing sustainable design features into their own home improvement or construction projects. Many residents have installed solar panels, natural landscaping, passive solar design, additional dwelling units, and more. Richfield's Community Development department has several environmentally-oriented grant programs, including the Richfield Rediscovered Lot Sale Program, which includes five sustainable construction categories that builders should include in their design plans.

Objective 1: Develop and streamline municipal permit process

- 1.1** Evaluate projects for sustainable opportunities during Administrative Review Committee (ARC) meetings. For projects with city financial support or regulatory approval, develop an amenity point evaluation system.
- 1.2** Create a guide of financial and planning resources for constructing efficient and sustainable buildings. Share this with builders/developers at ARC meetings.
- 1.3** Encourage builders/developers to seek Energy Star, MN GreenStar, Xcel's Energy Efficient Buildings programs, SB 2030 Energy Standard, or other certifications.
- 1.4** Review the effectiveness of the City's affordable housing permit fee reduction program. Investigate how to improve the program and revise as needed.

Objective 2: Adopt and promote green design strategies

- 2.1** Encourage deconstruction instead of demolition of properties by sharing information about Hennepin County's deconstruction grant program.
- 2.2** Review design and construction standards to help ensure projects reduce stormwater runoff rates, volumes, and nutrient loads, and enhance water quality.
- 2.3** Set lawn design standards to require restoration of soil permeability after construction and include native plants and compost.
- 2.4** Review and reduce parking maximums to better promote alternative modes of transportation. Require bike parking for all multi-unit housing and commercial developments.
- 2.5** Request that a developer submit plans during the design review process on how their development could achieve "solar-ready" and "EV-ready" status.
- 2.6** Require that new municipal buildings be built using the SB 2030 energy standard and/or a green building framework that includes an equity lens.

Goal 4: Strengthen and Expand Natural Resource Management

Landscaping and Urban Canopy Initiatives

Natural resource and greenspace management is very important to maintaining a healthy ecosystem. This is especially true in urban areas where there are many other factors, like a denser population, that could directly or indirectly harm the environment. For example, having a healthy, mature tree canopy fosters good air quality, mitigates the urban heat island effect, reduces energy use through shading, and helps improve water quality.

Richfield's Public Works Department employs several environmentally beneficial maintenance practices. Select areas in almost all of the city's parks feature native grasses and wildflowers and are not regularly mowed. This contributes to improving soil health, erosion control, and reducing emissions from mowing. Chemical use in parks has gradually been reduced over the past 10 years, with staff focused on establishing better turf which requires fewer chemicals. Richfield's parks and streetscape projects have boasted recent efforts to plant and care for increased vegetation, including more trees, bee-friendly medians, designated pollinator garden areas, and newly planted flower beds around several park signs.

Objective 1: Establish land management standards and practices that lower inputs and maximize resilience

- 1.1** Identify areas in parks and commercial spaces that could be restored to natural habitat or non-turf vegetation. Develop a conversion plan.
- 1.2** Increase amount of native species planted to provide pollinators and other wildlife a habitat.
- 1.3** Use compost in landscaping to boost soil health, resilience, and increase water retention.
- 1.4** Increase invasive species removal in public and private areas.
- 1.5** Require more greenspace in streetscape design and construction projects.
- 1.6** Create and implement natural resource management plans for large greenspaces throughout the parks system.

Objective 2: Strengthen Richfield's urban forest

- 2.1** Update the citywide boulevard tree inventory, identifying vulnerable urban tree canopy.
- 2.2** Continue to protect mature legacy trees through regular maintenance, disease prevention, and tree-friendly urban planning and construction. Review tree/landscaping policies for single-family and multi-unit developments; amend as needed to maximize replacement opportunities.
- 2.3** Increase tree canopy percentage; concentrate efforts in low-income and high urban heat areas.
- 2.4** Continue to increase tree species diversity and communicate efforts to the public, especially as pertaining to residential tree selection and climate adaptive forestry.
- 2.5** Maintain Tree City USA status and annual tree planting events including Earth Day celebrations.

Objective 3: Provide education and outreach on protecting natural resources

- 3.1** Educate residents and businesses on planting trees adaptable to climate change.
- 3.2** Revise city code to remove barriers to using native vegetation in landscaping.
- 3.3** Encourage and educate residents and businesses to convert landscapes to diverse, indigenous, and drought tolerant flora, including pollinator gardens. Explain why rain gardens aren't advised in Richfield.
- 3.4** Increase community education on invasive species identification and removal.

Water Quality and Conservation Initiatives

Less than 1% of the planet's water is accessible to be used for household use, agriculture, and other human-related uses (USGS). In fact, most of the fresh surface water people use comes from rivers, but they only make up about 1/10,000th of 1% of Earth's total water supply (USGS)! It's clear that understanding and improving water quality and conservation is essential in using the limited supply that we have.

Richfield's Public Works Department manages water quality and conservation measures. This includes seasonal street sweeping to limit pollutant loading in the City's surface waters. Additionally, the Taft/Legion Lakes treatment system provides regional pollutant load removal and stormwater capacity. All new developments in the City must follow stormwater standards to ensure that extra volume and pollutant loading are both addressed in the planning stage and will not adversely affect the water resources in the area's watershed.

City code restricts when residents are allowed to irrigate their lawns and gardens (not allowed May 1 to September 30 from 11 am to 4 pm) to prevent excess water from being used at times when it is more likely to evaporate than infiltrate into the ground. Public Works has also tracked annual winter salt use to reduce excess chlorides from reaching surface waters. Aside from damage to infrastructure (curbs, streets, pipes, and vehicles), excessive road salt application can be very harmful to aquatic life and have long term impacts to bodies of water.



Public Works Workers Kurt Siebert and Nick Kleve finish some natural landscaping and pollinator garden installation in Monroe Park.

Objective 4: Promote water conservation

- 4.1** Create ranked list education campaign of easy behavior changes that would reduce water use.
- 4.2** Develop in person, print, and online water conservation education for residents and businesses. Make education as accessible as possible with translations.
- 4.3** Provide information to residents on natural landscaping techniques, including low water plants.
- 4.4** Encourage high efficiency systems (with soil moisture sensors or programmable watering areas) in new installations or system replacements.

Objective 5: Improve stormwater management, preserving and enhancing wetlands, streams, lakes, and floodplain areas

- 5.1** Ensure the City's shoreline management ordinance is consistent with state requirements.
- 5.2** Educate residents who want to help restore and revegetate shoreline.
- 5.3** Explore conducting an inventory of pond status and creating improvement plans.
- 5.4** Develop a salt reduction education program for residents, businesses, and other organizations.
- 5.5** Promote citywide Adopt-A-Drain efforts with the goal of having all catch basins adopted.
- 5.6** Audit and re-design stormwater drainage systems to improve litter capture in all parks. Budget for professionally cleaning ponds and removing litter.



Natural landscaping can help prevent shoreline erosion. (Source: MPCA)

Goal 5: Reduce Waste Generated

We use numerous different products in our daily lives, almost all of which come in some sort of non-reusable packaging. Once it's in the trash or recycling, it's usually not thought of again. However, we incinerate or landfill our trash and it quickly adds up. Richfield households produce more waste per day than the inner ring suburb average (Figure 6); in 2018, Richfield generated an estimated 41,692 tons of waste total (Regional Indicators Initiative).

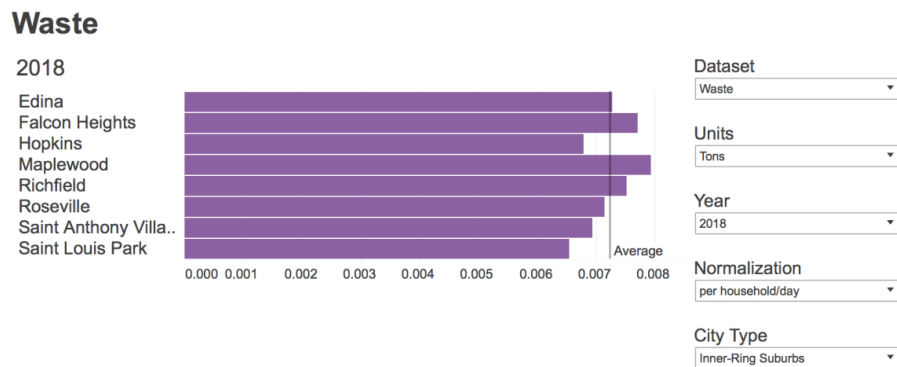


Figure 6: Tons of waste generated per household per day in the Inner Ring Suburbs in 2018. (Source: Regional Indicators Initiative)

Besides the large amount of resources used to create these products and production-related emissions, there are significant emissions associated with disposing of waste. This includes household pick-up and the subsequent transportation as well as the greenhouse gases released from landfilling or incineration. Since Richfield generates more waste than average, it follows that the city has a higher than average emission tonnage as well (Figure 7).

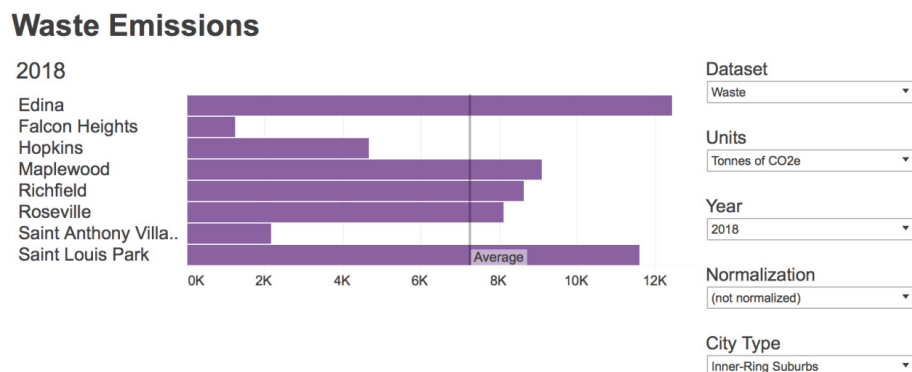


Figure 7: Waste emissions (tons of CO2) associated with waste generated in the Inner Ring Suburbs in 2018. (Source: Regional Indicators Initiative)

There are many ways to reduce the amount of waste one produces. A lot of this has to do with more conscious consumption, but proper disposal is also a factor. Figure 8 shows how different waste management methods in Hennepin County have fluctuated over the years, almost all of them far from their related 2030 goal.

Richfield has implemented several initiatives to reduce the amount of waste thrown away in the City. Over 800 households have signed up for the residential organics drop-off program, which has diverted several dozen tons of compostable material from incinerators and landfills.

71% of waste diverted from landfills in 2019



The proportion of garbage sent to waste-to-energy facilities and landfills shifted drastically in 2019 after the Great River Energy Elk River Resource Recovery Project closed at the beginning of the year.

Figure 8: Historic breakdown of waste disposal methods compared to county goals. (Source: 2019 Hennepin County Recycling Progress Report)

The city's waste reduction efforts currently focus on municipal building systems and staff education, low waste community events like the Farmers Market, and household behaviors. Several city buildings have started organics collection, with more to be rolled out, including areas at the Ice Arena and Pool. Additional citywide recycling education and events are always being planned and implemented!

Objective 1: Create and share education on how to reduce waste

- 1.1** Share education and incentives to motivate residents and businesses to reduce waste, recycle, and compost. Promote Hennepin County Master Recycler and Composter program and Zero Waste Challenge.
- 1.2** Communicate with residents about events and businesses that promote waste reduction and reuse, such as Fix-it Clinics.
- 1.3** Develop educational materials that illustrate the impacts of waste generation and reduction behaviors and share smarter purchasing tips.
- 1.4** Host a citywide drop-off event to collect materials that cannot be recycled curbside (electronics, household hazardous waste, etc).
- 1.5** Continue to build a robust education and resource page on the city's website.

Objective 2: Emphasize and expand recycling and organics collection efforts

- 2.1** Enforce the state recycling statute and undertake an educational campaign to strengthen recycling in multi-unit housing and businesses.
- 2.2** Organize curbside solid waste, recycling, and organics collection by 2022 to increase accessibility and equity and achieve environmental benefits.
- 2.3** Require that all events held at city facilities (including park shelters) are low or zero waste, following published city guidelines.

Objective 3: Reduce waste generated by municipal staff and operations

- 3.1** Update the Sustainable Purchasing Policy and annually educate relevant staff on best practices
- 3.2** Develop a list of environmentally preferred local vendors and environmentally preferable state cooperative purchasing contracts for city purchases.
- 3.3** Create city operations goals for sustainable material use in projects, solid waste reduction, recycling, and organics recycling. Work with the municipal Green Team to create a friendly department or building competition.
- 3.4** Develop and implement low waste guidelines for all internal staff events to follow.
- 3.5** Improve all waste disposal systems in municipal buildings and with the municipal Green Team, coordinate related education for all staff.

Goal 6: Improve Access to Local and Healthy Food

When it comes to food transportation, the physical distance between farm and table can be pretty long. Additionally, local produce and other food products are usually more expensive than what can be purchased at the bigger retail stores, making local, healthy food not as cost-efficient or accessible for many people. With climate challenges affecting food production around the world, it will be essential to produce more of our own food closer to home. This also promotes responsible land management behaviors which will benefit the environment.

When people are more involved with growing their own food and are more aware of how much labor and resources go into food production, they are less likely to waste it or throw it away (Nova, 2020). This reduces greenhouse gas emissions and also helps build other environmentally conscious habits by developing relationships and connection to the land. For example, if you know how much your plants rely on clean water for growth, you might start thinking about the health of your local water sources and how to reduce contaminants in them. This systems thinking approach is very important when it comes to climate action!

Historically, there have been a variety of organizations working to increase access to local and healthy food in Richfield. The Richfield Farmers Market has operated from May-October for 30 years, with the Winter Market spotlighting more local food vendors. There are several affordable grocery stores in town, and organizations and initiatives like VEAP and Fare For All further increase food access for residents across the city. Residents are allowed to keep bees and chickens per City Code, and there have been a number of community gardens in the City over the years as well.



Objective 1: Increase the amount of healthy food grown by Richfield residents, shortening supply chain length and strengthening the community's resilience

- 1.1** Support the creation and maintenance of pocket community gardens in parks and other areas identified across the city.
 - Educate participants on soil testing for contaminants to ensure health and safety.
 - Establish gardens at schools and connect into curricula.
 - Collaborate on equipment-lending libraries and seed/seedling programs.
- 1.2** Encourage edible landscapes and gardening on various types of properties (homes, businesses, schools, etc). Review and amend code as needed.
- 1.3** Revise ordinances related to the keeping of bees, chickens, and other animals to better support animal health and husbandry best practices.
- 1.4** Encourage the creation of community gardens to fulfill the green space requirement for new developments.



Objective 2: Ensure all residents have nearby access to purchasing and consuming healthy food

- 2.1** Continue to support innovative practices such as mobile food markets and pantries to bring food closer to under-resourced consumers. Develop a multi-lingual comprehensive list of local resources for staff to share with residents.
- 2.2** Explore partnership opportunities to provide education and skill development for families around healthy food selection and preparation.
- 2.3** Promote Community Supported Agriculture programs through existing programs and partnerships
- 2.4** Measure proximity of grocery stores to residential areas, specifically pedestrian access within a half-mile radius of grocery stores. Use this information in program development to focus on increasing equity.



Appendix 1: Implementation Tables

Goal 1: Develop and Promote Energy Efficiency Efforts

Energy Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Short-term (2 years)	2020	2.1
1.2	Municipal	Ongoing	2021	2.1
1.3	Commercial	Short-term	2021	2.4
1.4	Municipal, Residential	Short-term	2022	-
2.1	Municipal	Short-term; ongoing	2020	1.1, 1.6, 20.1
2.2	Municipal	Short-term	2022	1.2, 1.3
2.3	Municipal	Short-term	2022	4.2, 4.3, 4.5
2.4	Municipal	Short-term	2022	4.2, 4.3, 4.5
2.5	Municipal	Short-term	2022	4.2, 4.3, 4.5

Transportation Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
3.1	Municipal, Residential	Ongoing	2022	-
3.2	Municipal	Ongoing	2021	13.2, 13.3, 13.6
3.3	Municipal	Long-term; ongoing	2023	23.5
3.4	Municipal	Short-term launch; ongoing	2022	13.1
3.5	Municipal	Short-term launch; ongoing	2021	12.5
3.6	Municipal, Residential	Ongoing	2020	11.6
4.1	Municipal, Residential	Ongoing	2021	12.1, 12.2, 12.3, 12.4, 12.6
4.2	Municipal, Education	Short-term	2020	-
4.3	Municipal	Short-term; ongoing	2021	-

Goal 2: Promote Renewable Energy Installation and Purchasing

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Short-term launch; ongoing	2021	26.2a
1.2	Municipal	Short-term	2023	26.2b
1.3	Municipal	Short-term	2023	26.2
2.1	Municipal	Long-term	2023	1.7
2.2	Municipal	Ongoing	2022	4.5
2.3	Municipal	Long-term	2025	15.2

Goal 3: Encourage Sustainable Design and Building Practices

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Commercial	Short-term	2021	3.3
1.2	Municipal, Commercial	Short-term launch; ongoing	2022	2.2
1.3	Municipal, Commercial	Ongoing	2021	-
1.4	Municipal	Ongoing	2022	2.6
2.1	Municipal, Commercial	Short-term; ongoing	2020	22.8
2.2	Municipal, Commercial	Ongoing	2021	17.5
2.3	Municipal, Commercial	Ongoing	2022	16.2
2.4	Municipal, Commercial	Short-term	2021	12.1, 14.1
2.5	Municipal, Commercial	Short-term; ongoing	2021	2.2
2.6	Municipal	Short-term	2021	3.1

Goal 4: Strengthen and Expand Natural Resource Management

Landscaping and Urban Canopy Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal	Ongoing	2022	18.5a
1.2	Municipal	Ongoing	2022	18.5a
1.3	Municipal, Residential, Commercial	Short-term; ongoing	2022	15.5, 16.2, 18.5b
1.4	Municipal, Residential	Ongoing	2022	18.8
1.5	Municipal	Ongoing	2021	-
1.6	Municipal	Long-term; ongoing	2024	10.1
2.1	Municipal	Ongoing	2021	-
2.2	Municipal, Commercial	Ongoing	2021	16.2, 16.5
2.3	Municipal	Long-term; ongoing	2022	16.3
2.4	Municipal, Residential	Ongoing	2021	16.6
2.5	Municipal, Residential	Ongoing	2021	16.1
3.1	Municipal, Residential, Commercial	Ongoing	2021	-
3.2	Municipal, Residential, Commercial	Short-term; ongoing	2021	16.5, 17.5
3.3	Municipal, Residential	Ongoing	2022	-
3.4	Municipal, Residential	Ongoing	2022	18.8

Water Quality and Conservation Initiatives:

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
4.1	Municipal, Residential	Short-term	2021	2.5
4.2	Municipal, Residential	Short-term; ongoing	2021	2.5, 20.6
4.3	Municipal, Residential	Ongoing	2021	-
4.4	Municipal	Ongoing	2021	2.5
5.1	Municipal	Short-term	2022	19.4
5.2	Municipal, Residential	Ongoing	2022	19.5
5.3	Municipal	Long-term	2024	19.5
5.4	Municipal, Residential, Commercial, Others	Ongoing	2021	17.6
5.5	Municipal, Residential, Commercial, Others	Ongoing	2021	17.3
5.6	Municipal	Ongoing	2023	-

Goal 5: Reduce Waste Generated

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Ongoing	2021	22.2
1.2	Municipal, Residential	Ongoing	2021	22.2, 22.4
1.3	Municipal, Residential	Short-term	2021	22.2
1.4	Municipal	Short-term	2023	-
1.5	Municipal	Ongoing	2020	22.2
2.1	Municipal, Commercial, Multi-Unit Housing	Long-term	2022	22.6
2.2	Municipal, Residential	Short-term	2020	22.3, 22.5, 22.7
2.3	Municipal	Ongoing	2021	15.7
3.1	Municipal	Short-term launch; ongoing	2021	15.1, 15.4, 15.8
3.2	Municipal	Short-term	2021	15.3
3.3	Municipal	Long-term	2022	15.5, 22.1
3.4	Municipal	Short-term	2021	15.7
3.5	Municipal	Short-term launch; ongoing	2021	22.1

Goal 6: Improve Access to Local and Healthy Food

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Schools	Long-term; ongoing	2022	27.2, 27.3c
1.2	Municipal, Residential, Commercial	Ongoing	2021	-
1.3	Municipal, Residential	Short-term	2021	27.2
1.4	Municipal, Multi-Unit Housing	Ongoing	2023	27.2
2.1	Municipal	Ongoing	2021	27.3
2.2	Municipal, Residential, Community Education	Ongoing	2021	-
2.3	Municipal, Residential	Ongoing	2021	27.3b
2.4	Municipal	Short-term	2021	27.4

Appendix 2: Related 2040 Comprehensive Plan Policies

Adopted in 2018, Richfield's 2040 Comprehensive Plan helps the city set goals and policies that improve land use, transportation, pedestrian and bicycle facilities, parks, utilities, and public facilities. Many of these policies tie into the objectives that this climate action work plan highlights as well. The two documents are inherently connected as they both work to improve the municipal services Richfield currently offers while ensuring the overall sustainability of the future of the City.

General Policies

- "Encourage the use of alternative energy sources and sustainable building practices."
- "Encourage protection of the environment in the day-to-day conduct of City business."
- "Explore opportunities for policy change related to pollinator habitat protection, local food production and entrepreneurship, the promotion of healthy food retail, and waste reduction."

Goal 1 (Develop and Promote Energy Efficiency Efforts) Policies

- "Reduce pollutants through public transit, car-pooling, traffic control, use of berms and trees, and stronger enforcement of pollution policies"
- "Incorporate landscaping and aesthetics in all transportation improvements."
- "Make fuel efficiency and alternative fuels a high priority when purchasing vehicles for use by the city."

Goal 2 (Promote Renewable Energy Installation and Purchasing) Policy

- "Install solar panels or similar energy sources on public buildings and encourage owners of businesses and private property owners to do the same"

Goal 3 (Encourage Sustainable Design and Building Practices) Policy

- "Encourage sustainable building practices"

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