

# SPECIAL CITY COUNCIL WORKSESSION RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM JANUARY 9, 2018 6:00 PM

Call to order

1. Lyndale Avenue Reconstruction update

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 OF RICHFIELD, MINNESOTA**

Office of City Manager

January 4, 2017

#### Council Memorandum No. 1

The Honorable Mayor Members of the City Council

Subject: Lyndale Avenue Reconstruction Update (Jan. 9, 2018 work session)

#### Council Members:

At the upcoming City Council work session, staff will be going over design considerations that are being discussed related to the Lyndale Avenue Reconstruction Project (66<sup>th</sup> Street to 76<sup>th</sup> Street). The purpose of the work session is to bring the City Council up to speed on the project and answer any questions. Two public open houses have been held to date leading to discussion on the following:

- Access Management
- Roundabouts
- Bicycle Routes
- On-street Parking

Summaries from the open houses are attached. Please contact Kristin Asher, Public Works Director, at 612-861-9795 with questions.

Respectfully submitted,

Steven L. Devich City Manager

SLD:tab

Email: Assistant City Manager **Department Directors** 

Attachment







## City of Richfield

**Lyndale Avenue Reconstruction** 

### **Open House Summary**

October 25, 2017 – 4:00 to 7:00 PM Wood Lake Nature Center

#### **Purpose:**

The purpose of this open house was to share the purpose of the Lyndale Avenue reconstruction project, project goals and objectives, project history, and solicit public input. This open house was geared toward building a common understanding of current conditions, opportunities, and potential impacts in the corridor and project area.

#### **Staff Attendees:**

BOLTON & MENK – Tim Lamkin, Sarah Rippke Lloyd, Haila Maze, Zachary Parsons.

CITY OF RICHFIELD – Jeff Pearson, Jack Broz, Kristin Asher, Liz Finnegan, Logan Vlasaty

RICHFIELD TRANSPORTATION COMMISSION MEMBERS - Wesley Dunser, Phil Chillman, Ken Severson, Gary Ness

#### **Richfield Public Attendees:**

There were approximately fifty (50) interested participants who attended the open house to review the materials and provide comments.

#### **Materials Presented:**

The material was set in a format allowing attendees the opportunity to view and visit with project staff at their leisure. Materials included

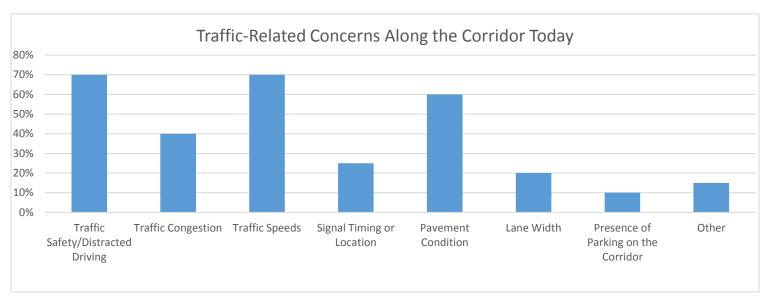
- Several boards with information on project overview, goals and objectives, related plans and policies, and community context
- Two large layouts of the corridor, with the opportunity to discuss and provide comments
- Surveys and comment cards to solicit input from participants

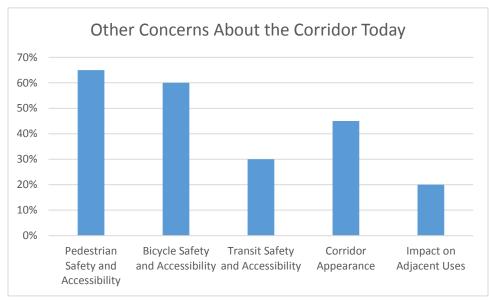
#### **Comments Received:**

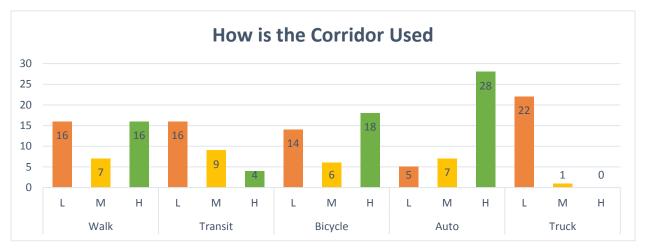
Public input was collected through discussions with staff and through surveys and comment cards. The following summarizes the most frequently mentioned themes in the public comments collected:

- Safe and improved pedestrian facilities, particularly sidewalks and crossings (19 mentions)
- Safe and dedicated bike lanes on corridor, with connections to other facilities (13 mentions, though 4 opposed)
- Address speeding, including via traffic calming (5 mentions)
- Maintain existing trees and green space (4 mentions)
- Improve signal at 73<sup>rd</sup> Street (4 mentions)
- Convert the road from 4 to 3 lanes (3 mentions, though 2 opposed)

 Safer pedestrian and auto access for apartments and businesses at southern end of corridor, particularly Lyndale Commons (3 mentions)













### Lyndale Avenue Reconstruction City of Richfield

### **Open House Summary**

November 29, 2017 – 4:00 to 7:00 PM Wood Lake Nature Center

### BOLTON & MENK Real People, Real Solutions.

#### **Purpose:**

The purpose of this open house was to reflect back feedback received to date, present a draft problem statement and goals, provide information on the corridor's existing issues, and educate on safety tools design elements that will address the corridor's issues. Feedback was collected on whether the process has been responsive to feedback to date, and whether the safety tool and design elements would be preferred on the corridor.

<u>Staff</u>	<b>Atten</b>	dees

BOLTON & MENK
Tim Lamkin, Sarah Rippke Lloyd, Haila Maze, Zachary Parsons
<u>CITY OF RICHFIELD</u>
Jeff Pearson, Jack Broz, Kristin Asher, Liz Finnegan, Logan Vlasaty
RICHFIELD TRANSPORTATION COMMISSION MEMBERS
Ken Severson, Jeffrey Walz, Gary Ness, Jack Wold, Sean Heyford-Oleary, Art Felgate
RICHFIELD CITY COUNCIL MEMBERS

#### **Meeting Notification**

Maria Regan Gonzalez

The following notifications were done regarding the November 26 Open House:

- Approximately 900 mailers were sent to residents within proximity of the project, advertising both open houses.
- An ad in the Sun Current paper was printed in the November 23, 2017 publication.
- An ad on Facebook was promoted from November 22 November 29, targeted towards those in Richfield.
- Multiple Facebook posts were created on both the City Facebook page as well as the Sweet Streets Facebook page.

#### **Richfield Public Attendees:**

There were approximately sixty (60) interested participants who attended the open house to review the materials and provide comments.

#### **Materials Presented:**

The material was set in a format allowing attendees the opportunity to view and visit with project staff at their leisure. Materials included

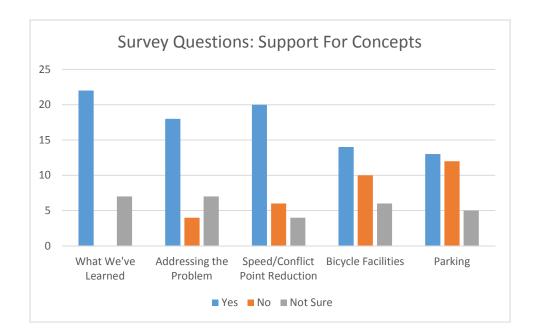
J	Several boards with information on project overview, goals and objectives, related plans and
	policies, community context, problem statement, work done to date, and feedback summary
	Series of boards with information on specific design elements and safety tools
J	Large layout of the corridor, with the opportunity to discuss and provide comments

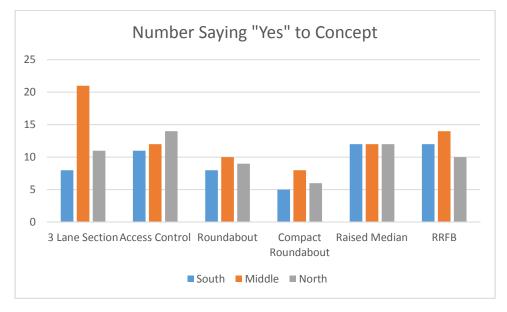
Surveys and comment cards to solicit input from participants

#### **Comments Received:**

Public input was collected through discussions with staff and through surveys and comment cards. The following summarizes public comments collected:

- Address ways to accommodate bicycles safety, and make connections to other facilities; difference of opinion if needed on Lyndale
- Pedestrian and business access improvements south of 74<sup>th</sup>
- Need better pedestrian facilities sidewalks and crosswalks
- Difference of opinion on need for on-street parking







# SPECIAL JOINT CITY COUNCIL, HOUSING AND REDEVELOPMENT AUTHORITY, AND PLANNING COMMISSION WORKSESSION RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM JANUARY 9, 2018 6:30 PM

Call to order

1. Potential redevelopment of HRA lots at 1405 and 1407 - 66th Street East by Therapy of Champions

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 OF RICHFIELD, MINNESOTA**

Office of City Manager

January 4, 2018

Council Memorandum No. 2

HRA Memorandum No. 1

The Honorable Mayor And Members of the City Council

Housing and Redevelopment Authority Commissioners City of Richfield

Subject: Potential Redevelopment of HRA Lots at 1405 and 1407 - 66th Street East

Council Members and Commissioners:

The Housing and Redevelopment Authority (HRA) owns two adjacent properties at 1405 and 1407 – 66th Street East. The properties were purchased by the City in 2010 and the structures demolished in 2016. Therapy of Champions operates from the neighboring property at 1415 – 66th Street East. The owners are interested in acquiring the HRA properties in order to construct a much larger facility with a variety of health-related services. Therapy of Champion and Thor Development representatives will make a brief presentation of their vision for this site at a combined work session of the Council, HRA, and Planning Commission on January 9, 2018 at 6:30 pm.

Respectfully submitted,

Steven L. Devich City Manager

SLD: mnp

Email: Planning Commission
Assistant City Manager

Department Directors

Attachment: Applicant Brief



#### Who is Therapy of Champions & what services do we provide?

Therapy of Champions is an advanced recovery studio designed to help active individuals of all ages recover faster and perform better in their everyday lives. We specialize in a range of therapies, including: Whole Body Cryotherapy, NormaTec Compression, Sports Massage, Acupuncture, Yoga, Mindfulness, Sports Psychology, and the NeuroTarget technique. The therapies we offer are proactive, and focus on reducing inflammation, flushing the lymphatic system, dissipating lactic acid, and reducing toxic stress. We also help to properly align the body to maximize the efficiency of force production with the least amount of effort. By leveraging the best of ancient and modern technologies, we empower our clients to play a proactive role in their well-being. Instead of just pushing through the pain and soreness, Therapy of Champions provides the recovery tools needed to prevent ailments, reduce the risk of injuries, and enjoy an active lifestyle.

#### What We're Building

Therapy of Champions is planning to build the largest performance recovery facility in the United States. This facility will be two stories, 12,000 square feet and be exclusively dedicated toward helping active individuals of all ages recover faster from their fitness, occupational, and recreational activities, while increasing their focus, reducing stress, and ultimately performing better in their everyday lives.

In the new facility we will be adding:

- 30 new recovery services
- 10 multi-use suites for 10 different complementary and alternative healthcare practitioners
- 4 commercial spaces for rent
  - Dentist
  - Salon/MediSpa
  - Kids Theory
  - Commercial Kitchen

During our presentation we will highlight the new development and discuss how we want to contribute to the economic vibrancy and revitalization of the E. 66<sup>th</sup> Street Corridor

Thank you,

Therapy of Champions



# REGULAR CITY COUNCIL MEETING RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS JANUARY 9, 2018 7:00 PM

#### **INTRODUCTORY PROCEEDINGS**

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the: (1) Special City Council work session of December 12, 2017; (2) Regular City Council meeting of December 12, 2017; and (3) Special joint City Council and School Board of Education (ISD No. 280) work session of December 18, 2017.

#### **COUNCIL DISCUSSION**

1. Hats Off to Hometown Hits

#### **AGENDA APPROVAL**

- 2. Approval of the Agenda
- 3. 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. Consideration of the approval of resolutions designating official depositories for the City of Richfield for 2018, including the approval of collateral.

Staff Report No. 1

B. Consideration of the approval of a resolution authorizing the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City.

Staff Report No. 2

C. Consideration of the approval of a resolution designating an official newspaper for 2018.

Staff Report No. 3

D. Consideration of the approval of a designation of an Acting City Manager for 2018.

Staff Report No. 4

E. Consideration of the approval of a resolution approving the Public Purpose Expenditure Policy for fiscal year 2018.

#### Staff Report No. 5

F. Consideration of the approval of a resolution approving the contract with the International Association of Firefighters Local 1215 for the contract period January 1, 2018 through December 31, 2019 and authorize the City Manager to execute the agreement.

#### Staff Report No. 6

G. Consideration of the approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2018 Sno\*ball Dance taking place February 3, 2018.

#### Staff Report No. 7

H. Consideration of the approval of an Intergovermental Cooperative Agreement regarding Public Safety in Bloomington, Minnesota, related to the 2018 National Football League Super Bowl.

#### Staff Report No. 8

I. Consideration of the approval of a Joint Powers Agreement with the I-494 Corridor Commission for the purpose of the participating municipalities to work cooperatively to improve transportation along and around the I-494 Corridor.

#### Staff Report No. 9

J. Consideration of an agreement and resolution authorizing the Minnesota Department of Transportation to act as the City's agent in accepting federal aid in connection with transportation projects.

#### Staff Report No. 10

K. Consideration of the approval of a resolution appointing Janell Stacey to the Richfield Tourism Promotion Board to complete a three-year term ending December 31, 2018 or until a successor is chosen, whichever is later.

#### Staff Report No. 11

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

#### **PUBLIC HEARINGS**

5. Public hearing and consideration of the approval of new On-Sale Wine and 3.2 Percent Malt Liquor licenses, with outside services, for LRFC, LLC d/b/a Local Roots Food & Coffee located at 817 66th Street East.

#### Staff Report No. 12

6. Public hearing and consideration of an appeal to the Board of Adjustments and Appeals regarding the Planning Commission's denial of a variance to reduce setback requirements for a garage at 6400 Pillsbury Avenue.

#### Staff Report No. 13

#### **PROPOSED ORDINANCES**

7. Consideration of the approval of a second reading of an ordinance adding City Code Section 430 pertaining to shore land management and a resolution authorizing summary publication.

#### Staff Report No. 14

8. Consideration of a variety of land use approvals related to a proposal for construction of a new auto dealership at 1550 78th Street East.

#### Staff Report No. 15

#### **OTHER BUSINESS**

9. Consideration of designating representatives to serve as the 2018 liaisons to various metropolitan agencies and City commissions.

#### Staff Report No. 16

10. Discussion regarding City Council attendance at the 2018 National League of Cities (NLC) Conferences.

Staff Report No. 17

#### **CITY MANAGER'S REPORT**

#### 11. City Manager's Report

#### **CLAIMS AND PAYROLLS**

#### 12. Claims and Payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

#### 13. Adjournment

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



## CITY COUNCIL MEETING MINUTES Richfield, Minnesota

# Special City Council Work Session December 12, 2017

#### CALL TO ORDER

The work session was called to order by Mayor Elliott at 5:45 p.m. in the Bartholomew Room.

Council Members

Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez;

Present.

and Simon Trautmann.

Staff Present:

Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Kristin Asher, Public Works Director; Jay Henthorne, Public Safety Director/Police Chief; Jeff Pearson, City Engineer; Jack Broz, Transportation Engineer; and Jared

Voto, Executive Aide/Analyst.

Item #1

DISCUSSION OF PROJECTS SUBMITTAL FOR CORRIDORS OF COMMERCE SOLICITATION

City Engineer Pearson presented a Corridors of Commerce overview, 494 project history, staff recommended projects for the Corridors of Commerce solicitation, and the next steps in the solicitation process.

Councilmembers asked questions about the 494 consolidation projects, specifically the potential closures of 12th Avenue and Lyndale Avenue exists, and discussed this potential as it relates to the 77th Street Underpass project. City Engineer Pearson and Public Works Director Asher answered questions and asked for the Councilmembers thoughts on the recommended projects. Councilmembers had further discussion about the 494 corridor projects and their impact on Richfield. City Engineer Pearson suggested drafting a more broad resolution addressing 494. Councilmembers agreed that was a good compromise.

Public Works Director Asher stated staff would draft a resolution and distribute it to the Council for comment.

Item #2

DISCUSSION OF RICHFIELD POLICE DEPARTMENT'S DIGITAL BODY RECORDERS POLICY

Chief Henthorne presented the Police Department's digital body recorders policy that was created in 2014 and amended to include the required changes due to legislative changes in 2016 and highlighted areas of the policy that have been controversial when topics have been discussed, including mandatory, discretionary, and prohibited recording, data practices of the video, and checks and balances in the policy.

Councilmember Howard commented on the importance of the policy and body-warn cameras in Richfield and asked how the policy differs from other cities. Chief Henthorne responded that the

policy is modeled after St. Paul's policy, which has been thoroughly vetted. Councilmember Howard asked about the plan for community feedback on the policy. Chief Henthorne responded the Department plans to have community meetings and an online survey to collect feedback. Lastly, Councilmember Howard asked about the timing and resources needed for implementation of bodyworn cameras. Chief Henthorne responded the Department is evaluating the costs and developing a proposal.

Mayor Elliott commented that the cameras are an important tool and good for the community and that it's important the community is onboard with the use of cameras.

Councilmember Regan Gonzalez asked if funding was available to purchase the cameras. Chief Henthorne responded that there are grant opportunities and the Department is looking to apply.

City Manager Devich commented on the back-end costs of redacting information.

#### **ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:48 p.m.

Date Approved: January 9, 2018

	Pat Elliott Mayor	
Jared Voto Executive Aide/Analyst	Steven L. Devich City Manager	



#### CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

### **Regular Meeting**

### **December 12, 2017**

#### CALL TO ORDER

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

Councilmembers

Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez;

Present:

and Simon Trautmann.

Staff Present:

Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Kristin Asher, Public Works Director; Jay Henthorne, Public Safety Director/Police Chief; John Stark, Community Development Director; Bill Fillmore, Liquor

Operations Director; Chris Regis, Finance Manager; and Jared Voto,

Executive Aide/Analyst.

#### **OPEN FORUM**

None

#### PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

#### **APPROVAL OF MINUTES**

M/Howard, S/Garcia to approve the minutes of the: (1) Special joint City Council and Planning Commission work session of November 20, 2017; (2) Special City Council meeting of November 20, 2017; (3) Special joint City Council, Housing and Redevelopment Authority, and Planning Commission work session of November 28, 2017; (4) Special City Council work session of November 28, 2017; (5) Regular City Council meeting of November 28, 2017; and (6) Special City Council meeting of December 5, 2017.

Motion carried 5-0.

#### PRESENTATION BY VFW REPRESENTATIVES OF PATRIOT'S PEN AWARD

Len Gudmunson, VFW representative, provided background on the Patriot's Pen Award and Casey Gay read his winning essay.

Item #1 RICHFIELD FOUNDATION AWARDING OF GRANTS

Richfield Foundation board members presented grants to the selected recipients.

Item #2 ANNUAL MEETING WITH THE TRANSPORTATION COMMISSION

Ted Weidenbach, Transportation Commission Chair, presented on the work of the commission in 2017 and items the commission will be looking at in 2018.

Councilmembers thanked the commission for their work.

Item #3

COUNCIL DISCUSSION

Hats Off to Hometown Hits

Schedule commission interview date(s)

Councilmember Garcia spoke regarding the Richfield Optimist Club's Avenues of Flags program

Councilmember Trautmann spoke regarding Wood Lake Nature Center's programs.

Councilmember Howard reflected on the great work happening in 2017 including the advisory commission applicants, creating the Economic Development Authority, increasing funding to Kids @ Home, Seasons Park, 66th Street Reconstruction, Chamberlain approval, and 77th Street Underpass progress.

Councilmember Regan Gonzalez agreed with Councilmember Howard's comments and thanked everyone for dedicating their time to Richfield and investing in the community.

Mayor Elliott thanked Commissioner Goettel for her work, especially on the 77th Street Underpass project.

Councilmembers agreed to January 13 and/or January 20 for interviews, depending on the number of applicants.

Item #4 APPROVAL OF THE AGENDA

M/Garcia, S/Regan Gonzalez to approve the agenda.

Item #5	CONSENT CALENDAR	
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City Manager Devich presented the consent calendar.

- A. Consideration of the approval of a contract with Graymont (WI), LLC for the annual purchase of 1,400 tons of quick lime in the amount of \$737,240 for water treatment in 2018, 2019, and 2020. (S.R. No. 204)
- B. Consideration of the approval of a resolution allowing the acceptance of monetary support solicited for the Public Safety/Police Department in support of Safety Day, Nite to Unite, Heroes and Helpers, and Unity in the Community. (S.R. No. 205)

# RESOLUTION NO. 11440 RESOLUTION AUTHORIZING RICHFIELD PUBLIC SAFETY/POLICE DEPARTMENT TO ACCEPT DONATIONS FROM THE LISTED AGENCIES, BUSINESSES AND PRIVATE INDIVIDUALS FOR DESIGNATED USES

This resolution appears as Resolution No. 11440.

C. Consideration of the approval of a resolution allowing acceptance of monetary support for the Fire Department to purchase equipment. (S.R. No. 206)

# RESOLUTION NO. 11441 RESOLUTION AUTHORIZING THE ACCEPTANCE OF MONETARY SUPPORT FROM THE RESIDENTS AND VENDORS OF VILLAGE SHORES FOR THE RICHFIELD FIRE DEPARTMENT TO PURCHASE SAFETY

This resolution appears as Resolution No. 11441.

D. Consideration of the approval of the renewal of the 2018 licenses for On-Sale 3.2 Percent Malt Liquor, Off-Sale 3.2 Percent Malt Liquor and taxi companies doing business in Richfield. (S.R. No. 207)

<u>Licenses to Operate in Richfield</u> Gold Star Taxi - 10 vehicles Airport Taxi - 6 vehicles Licenses to sell 3.2 Percent Malt Liquor

Portland Food Mart - Off-Sale Pump & Much - Off-Sale Rainbow Foods - Off-Sale

Richfield Minnoco (Gas station 67th& Penn) - Off-Sale

Short Stop Supperette - Off-Sale SuperAmerica #4186 - Off-Sale SuperAmerica #4188 - Off-Sale SuperAmerica #4191 - Off-Sale SuperAmerica #4615 - Off-Sale Target Corporation - Off-Sale Sandy's Tavern - On-Sale Vina Restaurant - On-Sale

- E. Consideration of the approval of a first reading of an ordinance adding City Code Section 430 pertaining to shore land management and schedule a second reading for January 9, 2018. (S.R. No. 208)
- F. Consideration for the approval of a resolution designating polling places for the 2018 State Primary and State General Election. (S.R. No. 209)

### RESOLUTION DESIGNATING POLLING PLACES FOR THE 2018 STATE PRIMARY AND STATE GENERAL ELECTION

This resolution appears as Resolution No. 11442.

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

Motion carried 5-0.

Item #6 CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR

None.

Item #7

CONSIDERATION OF THE APPROVAL OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF VACATED RIGHT-OF-WAY OWNED BY THE CITY OF RICHFIELD TO THE RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY. (S. R. NO. 210)

Councilmember Regan Gonzalez presented Staff Report No. 210.

M/Regan Gonzalez, S/Howard to approve a second reading of an ordinance authorizing the conveyance of property owned by the City of Richfield to the Richfield Housing and Redevelopment Authority.

Motion carried 5-0.

Item #8

CONSIDERATION OF THE APPROVAL OF AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE RELATED TO CONSTRUCTION STANDARDS TO MITIGATE THE IMPACT OF AIRPORT NOISE AND CONSIDERATION OF A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE. (S. R. NO. 211)

Councilmember Regan Gonzalez presented Staff Report No. 211.

Community Development Director Stark commented on the reasons for the modifications in the ordinance.

Mayor Elliott commented he appreciates the adjustment to the ordinance based on research and communication with what is available in the market. He invited a developer to speak regarding the proposed changes.

Steve Schwanke, Inland Development, commented on the requested change of "materials" versus "assemblies" and requested the STC rating be reduced by one for both windows and doors (from 31 to 30 and 28 to 27, respectively). Councilmember Howard asked about the request for a one point reduction. Mr. Schwanke responded the increased costs without knowing the exact technical terms.

Mayor Elliott stated his reasoning for following staff's recommendation.

City Manager Devich discussed staff's reasoning for the 31 versus 30, and stated a variance may be appropriate for a specific project, but standard could be set at 31 and 28 in the area.

M/Regan Gonzalez, S/Garcia to approve an ordinance amending the City's Zoning Ordinance related to construction standards to mitigate the impact of airport noise, and approve a resolution authorizing summary publication of an ordinance amending the City's Zoning Ordinance related to construction standards to mitigate the impact of airport noise.

## RESOLUTION NO. 11443 RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING THE RICHFIELD CITY CODE SECTION 541.19 NOISE ATTENUATION (SUBDIVISION 3)

Motion carried 5-0. This resolution appears as Resolution No. 11443.

#### Item #9

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OPTIONAL 2 A.M. CLOSING, FOR FRENCHMAN'S PUB, INC. D/B/A FRENCHMAN'S, 1400 66TH STREET EAST. (S. R. NO. 212)

Councilmember Howard presented Staff Report Nos. 212 through 220 and opened the public hearings for all 2018 on-sale intoxicating and Sunday liquor licenses.

M/Elliott, S/Trautmann to close the public hearings.

Motion carried 5-0.

M/Howard, S/Elliott to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses, with optional 2 a.m. closing, for Frenchman's Pub, Inc. d/b/a Frenchman's, 1400 66th Street East.

Motion carried 5-0.

#### Item #10

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR PAISAN INCORPORATED, D/B/A KHAN'S MONGOLIAN BARBEQUE, 500 78TH STREET EAST. (S. R. NO. 213)

M/Howard, S/Regan Gonzalez to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses for Paisan Incorporated d/b/a Khan's Mongolian Barbeque, 500 78th Street East.

#### Item #11

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR LYN 65, LLC, D/B/A LYN 65 KITCHEN & BAR, 6439 LYNDALE AVENUE SOUTH. (S. R. NO. 214)

M/Howard, S/Trautmann to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses for Lyn 65, LLC, d/b/a Lyn 65 Kitchen & Bar, 6439 Lyndale Avenue South.

Motion carried 5-0.

#### Item #12

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OPTIONAL 2 A.M. CLOSING, FOR EL TEJABAN MEXICAN RESTAURANT, LLC D/B/A EL TEJABAN MEXICAN GRILL, 6519 NICOLLET AVENUE SOUTH. (S. R. NO. 215)

M/Howard, S/Elliott to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses, with optional 2 a.m. closing, for El Tejaban Mexican Restaurant, LLC d/b/a El Tejaban Mexican Grill, 6519 Nicollet Avenue South.

Motion carried 5-0.

#### Item #13

PUBLIC HEARING REGARDING THE APPROVAL OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR GM RICHFIELD, LLC, D/B/A FOUR POINTS BY SHERATON MINNEAPOLIS AIRPORT, 7745 LYNDALE AVENUE SOUTH. (S. R. NO. 216)

M/Howard, S/Regan Gonzalez to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses for GM Richfield, LLC, d/b/a Four Points by Sheraton Minneapolis Airport, 7745 Lyndale Avenue South.

Motion carried 5-0.

#### Item #14

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES WITH OUTSIDE SERVICE, FOR THOMPSON'S FIRESIDE PIZZA, INC., D/B/A FIRESIDE FOUNDRY, 6736 PENN AVENUE SOUTH. (S. R. NO. 217)

M/Howard, S/Elliott to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses with outside service, for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, 6736 Penn Avenue South.

#### Item #15

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OUTSIDE SERVICE, AND WITH THE OPTIONAL 2 A.M. CLOSING, FOR PIZZA LUCE VII, INC., D/B/A PIZZA LUCE, 800 66TH STREET WEST. (S. R. NO. 218)

M/Howard, S/Regan Gonzalez to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses, with outside service, and the optional 2 a.m. closing, for Pizza Luce VII, Inc., d/b/a Pizza Luce, 800 66th Street West.

Motion carried 5-0.

#### Item #16

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OUTSIDE SERVICE, FOR WILTSHIRE RESTAURANTS, LLC D/B/A HOULIHAN'S RESTAURANT & BAR, 6601 LYNDALE AVENUE SOUTH. (S. R. NO. 219)

M/Howard, S/Elliott to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses, with outside service, for Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, 6601 Lyndale Avenue South.

Motion carried 5-0.

#### Item #17

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OUTSIDE SERVICE, FOR VPC RICHFIELD PIZZA, LLC D/B/A GIORDANO'S OF RICHFIELD, 3000 66TH STREET WEST. (S. R. NO. 220)

M/Howard, S/Garcia to approve the renewal of 2018 On-Sale Intoxicating and Sunday Liquor licenses, with outside service, for VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, 3000 66th Street West.

Motion carried 5-0.

#### Item #18

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR CHIPOTLE MEXICAN GRILL OF COLORADO, LLC, D/B/A CHIPOTLE MEXICAN GRILL, 7644 LYNDALE AVENUE SOUTH. (S. R. NO. 221)

Councilmember Garcia presented Staff Report Nos. 221 through 227 and opened the public hearings for all 2018 on-sale wine and 3.2 percent malt liquor licenses.

M/Garcia, S/Howard to close the public hearings.

M/Garcia, S/Elliott to approve the renewal of 2018 On-Sale Wine and 3.2 Percent Malt Liquor licenses for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, 7644 Lyndale Avenue South.

#### Motion carried 5-0.

#### Item #19

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR HENRY THOU, D/B/A RED PEPPER CHINESE RESTAURANT, 2910 66TH STREET WEST. (S. R. NO. 222)

M/Garcia, S/Regan Gonzalez to approve the renewal of 2018 On-Sale Wine and 3.2 Percent Malt Liquor licenses for Henry Thou, d/b/a Red Pepper Chinese Restaurant, 2910 66th Street West.

#### Motion carried 5-0.

#### Item #20

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR MINNESOTA JUNIOR HOCKEY GROUP, LLC D/B/A MINNESOTA MAGICIANS AT THE RICHFIELD ICE ARENA, 636 EAST 66TH STREET. (S. R. NO. 223)

M/Garcia, S/Elliott to approve the renewal of 2018 On-Sale Wine and 3.2 Percent Malt Liquor licenses for Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians at the Richfield Ice Arena, 636 East 66th Street.

#### Motion carried 5-0.

#### Item #21

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR PATRICK'S FRENCH BAKERY, INC., D/B/A PATRICK'S BAKERY & CAFE, 2928 66TH STREET WEST. (S. R. NO. 224)

M/Garcia, S/Elliott to approve the renewal of 2018 On-Sale Wine and 3.2 Percent Malt Liquor licenses for Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, 2928 66th Street West.

#### Motion carried 5-0.

#### Item #22

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR DAVANNI'S, INC. D/B/A DAVANNI'S PIZZA AND HOT HOAGIES, 6345 PENN AVENUE SOUTH. (S. R. NO. 225)

M/Garcia, S/Regan Gonzalez to approve the renewal of 2018 On-Sale Wine and 3.2 Percent Malt Liquor licenses for Davanni's, Inc., d/b/a Davanni's Pizza and Hot Hoagies, 6345 Penn Avenue South.

#### Motion carried 5-0.

# PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR MY BURGER OPERATIONS, LLC D/B/A MY BURGER, 6555 LYNDALE AVENUE SOUTH. (S. R. NO. 226)

M/Garcia, S/Elliott to approve the renewal of 2018 On-Sale Wine and 3.2 Percent Malt Liquor licenses for My Burger Operations, LLC, d/b/a My Burger, 6555 Lyndale Avenue South.

#### Motion carried 5-0.

#### Item #24

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR JOY'S PATTAYA THAI RESTAURANT, LLC D/B/A JOY'S PATTAYA THAI RESTAURANT, 7545 LYNDALE AVENUE SOUTH. (S. R. NO. 227)

M/Garcia, S/Elliott to approve the renewal of 2018 On-Sale Wine and 3.2 Percent Malt Liquor licenses for Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, 7545 Lyndale Avenue South.

#### Motion carried 5-0.

#### Item #25

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 CLUB ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR FRED BABCOCK V.F.W. POST NO. 5555 D/B/A FOUR NICKELS FOOD AND DRINK, 6715 LAKESHORE DRIVE. (S. R. NO. 228)

Councilmember Trautmann presented Staff Report Nos. 228 through 229 and opened the public hearings for all 2018 club on-sale intoxicating and Sunday liquor licenses.

M/Trautmann, S/Garcia to close the public hearings.

Motion carried 5-0.

M/Trautmann, S/Elliott to approve the renewal of 2018 Club On-Sale and Sunday Liquor licenses for Fred Babcock V.F.W. Post No. 5555 d/b/a Four Nickels Food and Drink, 6715 Lakeshore Drive.

#### Motion carried 5-0.

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF THE 2018 CLUB ON-SALE AND SUNDAY LIQUOR LICENSES FOR MINNEAPOLIS-RICHFIELD AMERICAN LEGION POST NO. 435, 6501 PORTLAND AVENUE SOUTH. (S. R. NO. 229)

M/Trautmann, S/Garcia to approve the renewal of 2018 Club On-Sale and Sunday Liquor licenses for the Minneapolis-Richfield American Legion Post No. 435, 6501 Portland Avenue South.

#### Motion carried 5-0.

#### Item #27

PUBLIC HEARING FOR THE CONSIDERATION OF THE RENEWAL OF 2018 PAWNBROKER AND SECONDHAND GOODS DEALER LICENSES FOR METRO PAWN & GUN, INC. 7529 LYNDALE AVENUE SOUTH. (S. R. NO. 230)

Councilmember Howard presented Staff Report No. 230 and opened the public hearing.

Mark Nichols, applicant, noted he was in attendance is there were any questions.

Councilmembers thanked Mr. Nichols for introducing himself.

M/Howard, S/Elliott to close the public hearing.

Motion carried 5-0.

M/Howard, S/Elliott to approve the renewal of 2018 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc. 7529 Lyndale Avenue South.

#### Motion carried 5-0.

#### Item #28

PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF A TRANSITORY ORDINANCE VACATING A PORTION OF 67TH STREET EAST RIGHT-OF-WAY AND A STORM SEWER EASEMENT WITHIN THE CHAMBERLAIN DEVELOPMENT. (S. R. NO. 231)

Councilmember Regan Gonzalez presented Staff Report No. 231 and opened the public hearing.

M/Elliott, S/Regan Gonzalez to close the public hearing.

Motion carried 5-0.

M/Regan Gonzalez, S/Garcia to approve a second reading a transitory ordinance vacating a portion of 67th Street East right-of-way and a storm sewer easement within The Chamberlain development area.

#### Motion carried 5-0.

#### Item #29

PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF A RESOLUTION GRANTING APPROVAL OF THE PRELIMINARY AND FINAL PLAT OF THE WEXLER'S SECOND ADDITION (FOR THE CHAMBERLAIN PROJECT). (S. R. NO. 232)

Councilmember Regan Gonzalez presented Staff Report No. 232 and opened the public hearing.

M/Regan Gonzalez, S/Howard to close the public hearing.

Motion carried 5-0.

M/Regan Gonzalez, S/Elliott to approve a resolution granting approval of the final plat of Wexler's Second Addition.

## RESOLUTION NO. 11444 RESOLUTION GRANTING APPROVAL OF PRELMINARY AND FINAL PLATS FOR WEXLER'S SECOND ADDITION

Motion carried 5-0. This resolution appears as Resolution Nos. 11444.

Item #30

CONSIDERATION OF THE APPROVAL OF RESOLUTIONS APPROVING THE 2017 REVISED/2018 PROPOSED BUDGET AND TAX LEVY AND RELATED RESOLUTIONS. (S. R. NO. 233)

Mayor Elliott presented Staff Report No. 233.

City Manager Devich provided additional information on the City's tax levy.

Councilmember Howard commented on the drivers of the tax levy, including the largest driver being increased property values and thanked the legislators and governor for funding and increasing local government aid (LGA).

Councilmember Regan Gonzalez thanked staff for their explanation.

M/Elliott, S/Howard to approve the resolutions approving the 2017 Revised/2018 Proposed budget and tax levy and related resolutions.

## RESOLUTION NO. 11445 RESOLUTION ADOPTING A BUDGET AND TAX LEVY FOR THE YEAR 2018

This resolution appears as Resolution Nos. 11445.

RESOLUTION NO. 11446
RESOLUTION AUTHORIZING BUDGET REVISIONS

This resolution appears as Resolution Nos. 11446.

RESOLUTION NO. 11447
RESOLUTION AUTHORIZING REVISION OF 2017 BUDGET OF VARIOUS DEPARTMENTS

This resolution appears as Resolution Nos. 11447.

**RESOLUTION NO. 11448** 

## RESOLUTION AUTHORIZING ADJUSTMENT TO CITY'S MILEAGE REIMBURSEMENT RATE TO CONFORM TO INTERNAL REVENUE SERVICE STATUTORY MILEAGE REIMBURSEMENT RATE

This resolution appears as Resolution Nos. 11448.

## RESOLUTION NO. 11449 RESOLUTION ADOPTING THE 2018 CAPITAL IMPROVEMENT BUDGET

This resolution appears as Resolution Nos. 11449.

## RESOLUTION NO. 11450 RESOLUTION ADOPTING THE 2019-2022 CAPITAL IMPROVEMENT PROGRAM

This resolution appears as Resolution Nos. 11450.

## RESOLUTION NO. 11451 RESOLUTION RELATING TO PURCHASING PRACTICES IN THE CITY OF RICHFIELD AMENDING RESOLUTION NO. 11308

This resolution appears as Resolution Nos. 11451.

RESOLUTION NO. 11452
RESOLUTION ESTABLISHING WASTEWATER SERVICE RATES AND CHARGES, WATER RATES AND CHARGES, SPECIAL WATER SERVICE CHARGES, STORM SEWER RATES AND CHARGES, STREET LIGHT RATES AND CHARGES, AND 6.5% PENALTY ON PAST DUE ACCOUNTS

This resolution appears as Resolution Nos. 11452.

## RESOLUTION NO. 11453 RESOLUTION ESTABLISHING A PUBLIC WORKS ON-CALL COMPENSATION POLICY

This resolution appears as Resolution Nos. 11453.

RESOLUTION NO. 11454
RESOLUTION ESTABLISHING 2018 LICENSE, PERMIT AND
MISCELLANEOUS FEES PURSUANT TO THE PROVISIONS OF
APPENDIX D OF THE ORDINANCE CODE OF THE CITY OF
RICHFIELD RESCINDING RESOLUTION NO. 11311

This resolution appears as Resolution Nos. 11454.

RESOLUTION NO. 11455
RESOLUTION RESTABLISHING A CAR ALLOWANCE
REIMBURSEMENT POLICY

This resolution appears as Resolution Nos. 11455.

## RESOLUTION NO. 11456 RESOLUTION RELATING TO THE 2018 GENERAL SERVICES SALARY COMPENSATION PLAN

This resolution appears as Resolution Nos. 11456.

## RESOLUTION NO. 11457 RESOLUTION RELATING TO THE 2018 MANAGEMENT SALARY COMPENSATION PLAN

This resolution appears as Resolution Nos. 11457.

### RESOLUTION NO. 11458 RESOLUTION RELATING TO THE 2018 SPECIALIZED PAY PLAN

This resolution appears as Resolution Nos. 11458.

Motion carried 5-0.

#### Item #31

CONSIDERATION OF THE APPROVAL AUTHORIZING A CAPITAL IMPROVEMENT TO UPGRADE THE MUNICIPAL LIQUOR STORE AT 6444 PENN AVENUE SOUTH. (S. R. NO. 234)

Councilmember Trautmann presented Staff Report No. 234.

Liquor Operations Director Fillmore presented a list of improvements to the store and showed renderings of the interior and exterior.

M/Trautmann, S/Elliott to authorize a capital improvement and direct staff to proceed with upgrading the municipal liquor store at 6444 Penn Avenue South.

Motion carried 5-0.

#### Item #32

CONSIDERATION OF THE APPROVAL OF A RESOLUTION REGARDING ESTABLISHING A VOLUNTARY ADVANCED RESIGNATION NOTICE PILOT PROGRAM FOR REGULAR FULL-TIME LICENSED OFFICERS AND FIREFIGHTERS IN THE POLICE AND FIRE DEPARTMENTS WITH A MINIMUM OF TEN (10) YEARS OF CONTINUOUS SERVICE WITH THE CITY OF RICHFIELD. (S. R. NO. 235)

Mayor Elliott presented Staff Report No. 235.

City Manager Devich gave additional information on the financial reasons for the pilot program.

M/Elliott, S/Garcia to approve a resolution authorizing a voluntary advanced resignation notice pilot program for regular full-time licensed officers and firefighters in the Police and Fire departments with a minimum of ten (10) years continuous service with the City of Richfield.

# RESOLUTION NO. 11459 RESOLUTION AUTHORIZING A VOLUNTARY ADVANCED RESIGNATION NOTICE PILOT PROGRAM FOR REGULAR FULL-TIME LICENSED OFFICERS AND FIREFIGHTERS IN THE POLICE AND FIRE DEPARTMENTS

Motion carried 5-0. This resolution appears as Resolution Nos. 11459.

Item #33	CITY MANAGER'S REPORT
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City Manager Devich reflected on 2017 successes in Richfield and commented on the rebranding of Richfield liquor stores, upgrading the Penn Avenue store, and thanked the City Council for their work.

Item #34	CLAIMS AND PAYROLLS	
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

U.S. Bank	<u> 12/12/17</u>
A/P Checks: 264010 - 264364	\$ 1,377,100.66
Payroll: 132494 - 132818 ; 42787 - 42789	 614,773.69
TOTAL	\$ 1,991,874.35

Motion carried 5-0.

**OPEN FORUM** 

None.

#### Item #35

CLOSED SESSION PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBD. 3(C)(2) TO DISCUSS PROTECTED NONPUBLIC APPRAISAL DATA (CLASSIFIED PURSUANT TO MINNESOTA STATUTES, SECTION 13.44, SUBD. 3(A)) ON THE MOTEL 6 PROPERTY LOCATED AT 7636 CEDAR AVENUE SOUTH, RICHFIELD, MINNESOTA, AND A CLOSED SESSION PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBD. 3(B) FOR AN ATTORNEY-CLIENT PRIVILEGED DISCUSSION OF THE INITIATION OF REAL PROPERTY/EMINENT DOMAIN ACQUISITION LEGAL PROCESSES PURSUANT TO MINNESOTA STATUTES, CHAPTER 117.

The Council moved into closed executive session at 9:03 p.m.

Item #36	ADJOURNMENT				
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adjourned by unanimous consent at 10:04 p.m.

The City Council returned from closed executive session and the City Council Meeting was

Date Approved: January 9, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



### **CITY COUNCIL MEETING MINUTES**

Richfield, Minnesota

# Special Joint City Council and School Board of Education (ISD No. 280) Work Session

**December 18, 2017** 

#### **CALL TO ORDER**

The work session was called to order by Chair Maleck at 6:03 p.m. in the Richfield Public Schools District Office, Board Room.

Council Members

Pat Elliott, Mayor; Edwina Garcia; Michael Howard; and Maria Regan

Present.

Gonzalez.

Council Members

Absent:

Simon Trautmann.

School Board

Christine Maleck; Crystal Brakke; John Ashmead; Peter Toensing; and Paula

Members Present:

Cole.

School Board Members Absent. Tim Pollis and Matthew Kiflu.

City Staff Present:

Steven L. Devich, City Manager.

School Staff

Steven Unowsky, Superintendent; and Beth Picard, Assistant to the

Present:

Superintendent.

Item #1

#### **DISCUSS ITEMS OF MUTAL INTEREST**

Superintendent Unowsky summarized the District's legislative platform for the 2018 session, which include: increase special education funding to reduce the special education cross subsidy; expand programs and incentives to attract, develop, and retain teachers, particularly teachers of color; reduce standardized tests to allow high schools to replace the MCA with a nationally recognized college entrance exam; and reform and stabilize the Teachers Retirement Fund through funding that avoids cuts to programs for students.

Superintendent Unowsky discussed areas of ongoing partnership between the City and School including: ongoing housing communications; capital/facility improvements and communications; and community education communication and shared work. There was general discussion regarding how the City and Schools can better collaborate on communication for program.

Superintendent Unowsky summarized the District's Reimagine Richfield program effort and thanked the City for their support of the referendums.

AD.	JO	IJRI	MV	FNT

The work session was adjourned by unanimous consent at 6:55 p.m.

Date Approved: January 9, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.A.



# STAFF REPORT NO. 1 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

12/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

12/29/2017

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of resolutions designating official depositories for the City of Richfield for 2018, including the approval of collateral.

#### **EXECUTIVE SUMMARY:**

In compliance with Minnesota statutes, the City of Richfield must designate on an annual basis those financial institutions it does business with.

U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund. The resolutions for the City Council's consideration will designate U.S Bank/4M Fund as a depository of City funds, and designate certain savings and loan associations, banks, credit unions and certain financial institutions as depositories for the investment of City funds.

#### **RECOMMENDED ACTION:**

By motion: Approve resolutions designating official depositories, with the understanding that the City could not invest in any of the depositories beyond the level of insurance coverage or the pledged collateral.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

N/A

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

- In accordance with Minnesota Statutes Section 118A.01 118A.06, the City of Richfield must
  designate financial institutions annually. The institutions must pledge the collateral over and above
  the amount of federal insurance, as public depositories.
- U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund.
  Monies received, checks written by the City, flow through U.S. Bank, however, at the end of each
  business day, any proceeds remaining in City U.S. Bank accounts are swept to the 4M Fund to
  be invested. Therefore, at the end of the business day the City accounts are zero, which means
  the collateral requirements of Minnesota Statutes Section 118A.03 are not required. Accordingly,
  U.S. Bank has met all other statutory requirements and should be considered as a depository for

- the City's Deputy Registrar, payroll and vendor accounts and all savings deposits.
- The City must also designate annually, certain savings and loan associations, banks, and credit unions as official depositories for deposit and investment of certain City funds. With approval of these official depositories, the City will be able to deposit and invest funds in these institutions, not exceeding the federal insurance of \$250,000.
- Finally, a designation must be made for certain financial institutions as depositories for the investment of City funds for 2018. These institutions, such as investment brokerage firms, offer government securities in the manner required by law. These financial institutions include RBC Capital Markets, Wells Fargo Institutional Retirement & Trust, Raymond James & Associates, Inc., Northland Securities, Oppenheimer & Co., and the 4M Fund.

#### C. CRITICAL TIMING ISSUES:

N/A

#### D. **FINANCIAL IMPACT**:

N/A

#### E. LEGAL CONSIDERATION:

 The City is required by Minnesota Statute 118A.01 - 118A.06, to designate as a depository of funds, insured banks or thrift institutions. Any collateral so deposited is accompanied by an assignment pledged to the City in the amount specified in the resolutions.

#### **ALTERNATIVE RECOMMENDATION(S):**

• The City Council could solicit other financial institutions for official depositories, but past relationships with the depositories recommended have proven satisfactory for the City.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

#### ATTACHMENTS:

Description

Resolution Designating US Bank a depository of funds of the City of Richfield for the year 2018

Resolution designating certain savings and loan associations, banks, and credit unions as depositories for the investment of City funds in 2018

Resolution designating certain financial institutions as depositories for the investment of City of Richfield funds in Resolution Letter 2018

#### **RESOLUTION NO.**

## RESOLUTION DESIGNATING U.S. BANK A DEPOSITORY OF FUNDS OF THE CITY OF RICHFIELD FOR THE YEAR 2018

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

That, in accordance with Minnesota Statutes, Section 118A.01- 118A.06, U.S. Bank be, and hereby is designated a depository of the funds of the City of Richfield, subject to modification and revocation at any time by said City, and subject to the following terms and conditions:

The said depository shall not be required to give bonds or other securities for such deposits provided that the total sum thereof shall not at any time exceed in any depository the sums for which its deposits are insured under the Acts of Congress of the United States relating to insurance of bank deposits; but that in case such deposits in any such depository shall at any time exceed such insured sum, said depository shall immediately furnish bonds or other security for such excess according to law, approved by the City Council of said City.

That said depository shall pay on demand all deposits therein; and shall pay all time deposits, at or after the end of the period for which the same shall be deposited, on demand.

**BE IT FURTHER RESOLVED**, that there shall be maintained a general account in which shall be deposited all monies from the water, sewer, storm sewer, liquor, swimming pool/ice arena, deputy register fees, City permits and other deposits not otherwise specifically provided for. The following officers or their facsimile signatures shall sign checks on this account:

### STEVEN L. DEVICH, CITY MANAGER CHRIS REGIS, FINANCE MANAGER

**BE IT FURTHER RESOLVED**, that all funds remaining in the account at the end of each business day will be transferred from U.S. Bank to the 4M Fund where funds deposited are invested and insured.

Passed by the City Council of the City of Richfield, Minnesota this 9th day of January, 2018.

ATTEST:	Pat Elliott, Mayor
Elizabeth VanHoose, City Clerk	

#### **RESOLUTION NO.**

#### RESOLUTION DESIGNATING CERTAIN SAVING AND LOAN ASSOCIATIONS, BANKS AND CREDIT UNIONS AS DEPOSITORIES FOR THE DEPOSIT AND INVESTMENT OF CITY FUNDS IN 2018

BE IT RESOLVED, by the City Council of City of Richfield, Minnesota

**WHEREAS**, pursuant to Minnesota Statutes, Sections 118A.01 – 118A.06, municipal funds may be deposited in any Savings and Loan Association, Bank or Credit Union which has its deposits insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), and

**WHEREAS**, the amount of said deposits may not exceed the FDIC/NCUA insurance covering such deposits which insurance amount is presently \$250,000, and

**WHEREAS**, the deposit of City funds in Savings and Loan Associations and Banks would provide greater flexibility in the City's investment program and maximize interest income thereon, and

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

- It is hereby found and determined that it is in the best interest of the proper management of City funds that various banks be designated as additional depositories for City funds for 2018.
- 2. It is further found and determined that the purpose of such depository designation is to facilitate the proper and advantageous deposit and investment of City funds and that such designation is not exclusive nor does it preclude the deposit of any City funds in other officially designated depositories of the City.
- 3. The Treasurer and Finance Manager are hereby authorized to deposit City funds in various depositories up to the amount of \$250,000, or such other amount as may be subsequently permitted by law, such deposits to be in the form of demand accounts, payable to the City of Richfield on the signatures of the City Treasurer or Finance Manager. Such deposits may be made and withdrawn from time to time by the Treasurer or Finance Manager as his best judgment and the interests of the City dictates.
- 4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies of the City regarding the investment of City funds.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of January, 2018.

ATTEST:	Pat Elliott, Mayor	
Elizabeth VanHoose, City Clerk		

#### **RESOLUTION NO.**

## RESOLUTION DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS DEPOSITORIES FOR THE INVESTMENT OF CITY OF RICHFIELD FUNDS IN 2018

WHEREAS, the City of Richfield has money which is available for investment, and WHEREAS, different financial institutions offer different rates of return on investments, and

**WHEREAS**, the City of Richfield shall purchase U. S. Treasury Bills, U. S. Treasury Notes and other such government securities in the manner required by law from the institution offering the highest rate to the City of Richfield providing greater flexibility in the investment program and maximize interest income thereon.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Richfield, Minnesota, in accordance with Minnesota Statutes, Sections 118A.01 – 118A.06, as follows:

- 1. It is hereby found and determined that it is in the best interest of the proper management of City of Richfield funds that certain financial institutions be designated as additional depositories for City of Richfield funds for 2018.
- 2. The following financial institutions designated as depositories for the City of Richfield funds:

RBC Capital Markets .
Wells Fargo Institutional Retirement & Trust
Northland Securities, Inc.

Raymond James & Assoc. 4M Fund Oppenheimer & Co.

- 3. The Treasurer and Finance Manager are hereby authorized to deposit the City of Richfield funds in any or all of the depositories herein designated. Such deposits may be made and withdrawn from time to time by the Treasurer or Finance Manager's judgment and as the interest of the City of Richfield dictates.
- 4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies regarding the investment of these funds.

Adopted by the City Council of the City of Richfield, Minnesota this 9<sup>th</sup> day of January, 2018.

ATTEST:	Pat Elliott, Mayor
Elizabeth VanHoose, City Clerk	

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.B.



### STAFF REPORT NO. 2 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

12/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

12/29/2017

### **ITEM FOR COUNCIL CONSIDERATION:**

Consideration of the approval of a resolution authorizing the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City.

### **EXECUTIVE SUMMARY:**

In accordance with Minnesota Statutes, the City of Richfield must authorize the use of credit cards by any City employee authorized to make purchases on behalf of the City.

In addition, in today's business environment, most retail businesses, will no longer allow the City to purchase on account and will only accept a City check or a City credit card.

Finally, the use of a City credit card provides efficiency and flexibility for employees to purchase goods and services on behalf of the City.

### **RECOMMENDED ACTION:**

By motion: Approve a resolution authorizing the use of City credit cards by City employees otherwise authorized to make purchases on behalf of the City.

### BASIS OF RECOMMENDATION:

### A. HISTORICAL CONTEXT

- The following are the current credit/purchasing cards in use by City employees:
  - Four VISA credit cards issued through the Richfield Bloomington Credit Union in the name of the City. The cardholders are the following:
    - City Manager
    - Community Development Director
    - Recreation Services Director
    - Wood Lake Nature Center Manager
  - The City participates in Purchasing Card program as offered through US Bank. The
    program is designed to make the purchasing/procurement process for low dollar valued
    items more efficient. The intent is to save time and paperwork by reducing the need for
    purchase orders, petty cash, check requests and employee reimbursements.
  - The City Purchasing card program began in 2010 on a limited basis and has expanded

since that time. The program will allow controls to be put in place to limit monthly and single purchase amounts. Finally, a City Purchasing Card Policy has been established which is consistent with the City's Purchasing Policy and Minnesota Statutes.

- US Bank Purchasing Card Program. The following twenty six purchasing cards will be issued to the following:
  - Building Services Employees (2) two cards.
  - Utility Department Employees (1) one card.
  - Information Technology Employees (4) four cards.
  - Assistant City Manager (1) one card.
  - Finance Manager (1) one card.
  - City Clerk (1) one card.
  - Recreation Service Employees (4) four cards.
  - Public Safety Employees (6) six cards.
  - Fire Employees (2) two cards.
  - Public Works Employees (3) three cards.
  - Community Development Accountant (1) one card.

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

- In accordance with Minnesota Statutes Section 471.382, the City of Richfield must authorize the
  use of credit cards by any City employee otherwise authorized to make a purchase on behalf of
  the City.
- Further, if a City employee makes or directs a purchase by credit card that is not approved by the City Council, the employee could be personally liable for the amount of the purchase.
- A purchase by credit card must otherwise comply with all statutes, rules, and City policies applicable to City purchases.
- Finally, the City's auditors recommend that the City authorize the use of credit cards by City employees on an annual basis.

### C. CRITICAL TIMING ISSUES:

N/A

### D. FINANCIAL IMPACT:

• The holders of City credit cards are responsible for reviewing and approving all purchases entered into with the credit card.

### E. LEGAL CONSIDERATION:

• The City is required by Minnesota Statute 471.382 to authorize the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City.

### **ALTERNATIVE RECOMMENDATION(S):**

• The City Council could decide to not authorize the use of credit cards by City employees. However, most retail businesses in today's environment will no longer allow the City to purchase on account and will only accept a City check or a City credit card. The use of City credit cards by employees provides efficiency and flexibility for employees to purchase goods and services on behalf of the City.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

### ATTACHMENTS:

Description Type

Resolution Resolution Letter

### RESOLUTION NO.

### RESOLUTION AUTHORIZING THE USE OF CREDIT CARDS BY CITY EMPLOYEES OTHERWISE AUTHORIZED TO MAKE PURCHASES ON BEHALF OF THE CITY OF RICHFIELD **FOR THE YEAR 2018**

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

That, in accordance with Minnesota Statutes, Section 471.382, the City Council of the City of Richfield may authorize the use of a credit card by City employees otherwise authorized to make a purchase on behalf of the City.

The authorization is subject to modification and revocation at any time by said City Council, of the City of Richfield, and subject to the following terms and conditions:

If a City employee makes or directs a purchase by credit card that is not approved by the City Council, the employee can be personally liable for the amount of purchase.

The purchases by credit card must comply with all statutes, rules and City of Richfield policies applicable to City purchases.

BE IT FURTHER RESOLVED, that designated City staff is hereby authorized to use the following City credit cards to make purchases on behalf of the City of Richfield:

- Four VISA credit cards issued through the Richfield Bloomington Credit Union in the name of the City. The cardholders are the following:
  - City Manager
  - Community Development Director
  - Recreation Service's Director
  - Wood Lake Nature Center Manager
- Twenty six U.S. Bank Purchasing cards. The cardholders will be the following:
  - Building Services Employees (2) two cards.
  - Utility Department Employees (1) one card.
  - Information Technology Employees (4) four cards.
  - Assistant City Manager (1) one card.
  - Finance Manager (1) one card.

  - City Clerk (1) one card
    Recreation Services Employees (4) four cards.
  - Public Safety Employees (6) six cards.
  - Fire Employees (2) two cards.
  - Public Works Employees (3) three cards.
  - Community Development Accountant (1) one card.

Passed by the City Council of the City of Richfield, Minnesota this 9th day of January, 2018.

ATTEST:	Pat Elliott, Mayor	
Elizabeth VanHoose, City Clerk		

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.C.



### STAFF REPORT NO. 3 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

1/3/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/3/2018

### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution designating an official newspaper for 2018.

### **EXECUTIVE SUMMARY:**

Section 13.01 of the Charter of the City of Richfield requires the City Council annually designate an official newspaper for the City.

The *Richfield Sun-Current* has served as the official paper for the City for many years and has proven to be a reliable and professional publication that is delivered to nearly all residences in the City. The *Richfield Sun-Current* has expressed an interest in continuing to serve as the official newspaper of the City.

### RECOMMENDED ACTION:

By motion: Approve a resolution designating the Richfield Sun-Current as the official newspaper for the City of Richfield for 2018.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

• This information is contained in the Executive Summary.

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

• This information is contained in the Executive Summary.

### C. **CRITICAL TIMING ISSUES:**

• The City Council typically considers the designation of an official newspaper at the first meeting in January of each year.

### D. FINANCIAL IMPACT:

• The 2018 price quote from the Sun-Current for the publication of legal notices is reasonable and less than the cost of publishing in the Star Tribune.

### E. **LEGAL CONSIDERATION:**

 A newspaper must be designated each year by the City for publication of all official and legal City business.

### **ALTERNATIVE RECOMMENDATION(S):**

• The City Council may choose to postpone designation of an official newspaper to a future meeting and request the City Clerk's office to gather quotes from other newspapers.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

### **ATTACHMENTS:**

	Description	Type
D	Resolution	Resolution Letter
D	2018 Sun Current Quote	Backup Material
D	2018 Star Tribune Quote	Backup Material

### **RESOLUTION NO.**

### **RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER FOR 2018**

**WHEREAS**, the Charter of the City of Richfield requires in Section 13.01 thereof that the City Council annually designate an official newspaper for the City.

**NOW, THEREFORE, BE IT RESOLVED** that the *Richfield Sun-Current* is designated the official legal newspaper for the City of Richfield for 2018 for all publications required to be published therein.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of January, 2018.

	Pat Elliott, Mayor	
ATTEST:		
Elizabeth VanHoose, City Clerk		



December 2017

City of Richfield City Council 6700 Portland Avenue Richfield, MN 55423-2599

### Dear City Council Members:

Please accept the following bid from the Richfield Sun-Current for legal newspaper designation for the City of Richfield. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2018:

First insertion:

\$11.90 per column inch

Subsequent insertions: \$7.00 per column inch

Characters per inch:

320

Lines per inch:

9

A notarized affidavit will be provided for each notice published. Additional affidavits are \$2.50 each. A \$20.00 charge will be assessed on legal notices that require typing. All published legal notices are posted on the Sun-Current website at no additional charge.

The Sun-Current is published weekly on Thursdays. The deadline is 2:00 p.m. on Thursday for publication the following Thursday. Please email legal notices to publicnotice@ecm-inc.com.

Thank you for considering the Sun-Current as the official newspaper for the City of Richfield for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

Michael Jetchick Sales Manager

what Jetchul

### **Jared Voto**

From: Weicker, Daniel < Daniel.Weicker@startribune.com>

Sent: Tuesday, January 02, 2018 4:00 PM

**To:** Jared Voto

**Subject:** RE: 2018 Price Quote for Legal Notices

Hi Jared,

Sorry for the delay in our response.

- 1. Starting January 1 of next year what is your rate per line? \$1.31
- 2. How many lines per inch? 11.5 lines
- 3. How many approximate characters per line, including spaces and punctuation? It varies but around 30-35
- 4. What is the column width? 1.63"

Thanks and please let me know if you have any other questions,

### Daniel

DANIEL WEICKER | ACCOUNT EXECUTIVE | STAR TRIBUNE o 612-673-4231 | c 612-499-4197 | Daniel.weicker@startribune.com 650 3<sup>rd</sup> Ave S | Minneapolis, MN | 55488



From: Jared Voto [mailto:JVoto@richfieldmn.gov]
Sent: Thursday, December 21, 2017 11:14 AM
To: Place Ads <placeads@startribune.com>
Subject: 2018 Price Quote for Legal Notices

Good morning,

I have some questions regarding publishing of legal notices for the 2018 calendar year.

- 5. Starting January 1 of next year what is your rate per line?
- 6. How many lines per inch?
- 7. How many approximate characters per line, including spaces and punctuation?
- 8. What is the column width?

I appreciate your assistance with this.

Thanks, Jared

<image001.png>

Jared Voto | Executive Aide/Analyst City of Richfield
Tel: (612) 861-9701
jvoto@RichfieldMN.gov
...A great place to thrive

<image002.png> <image003.png> <image004.png>

<sup>\*\*\*</sup>Please update your contacts with my new email address\*\*\*

AGENDA SECTION:
AGENDA ITEM#

CONSENT CALENDAR

3.D.



## STAFF REPORT NO. 4 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

12/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

12/29/2017

### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a designation of an Acting City Manager for 2018.

### **EXECUTIVE SUMMARY:**

It is necessary to designate a person to serve as the Acting City Manager for those times when the City Manager is absent from the City. In 2017, the City Manager designated the Assistant City Manager or an available Department Director as Acting City Manager.

### **RECOMMENDED ACTION:**

By motion: Direct the City Manager to designate the Assistant City Manager or an available Department Director as Acting City Manager for 2018 in the event the City Manager is absent from the City.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

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

- Past practice has been for the City Council to designate an Acting City Manager for times when the City Manager is absent from the City.
- This designation should be made at the first meeting in January of each year.

### C. **CRITICAL TIMING ISSUES:**

• It is necessary to designate a person to serve as Acting City Manager to ensure continuation of City operations during an absence of the City Manager.

### D. FINANCIAL IMPACT:

None

### E. LEGAL CONSIDERATION:

None

### **ALTERNATIVE RECOMMENDATION(S):**

• The City Council may defer this designation to a future City Council meeting.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.E.



# STAFF REPORT NO. 5 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jesse Swenson, Assistant HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

1/3/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/3/2018

### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution approving the Public Purpose Expenditure Policy for fiscal year 2018.

### **EXECUTIVE SUMMARY:**

The City's Public Purpose Expenditure Policy establishes a clear set of guidelines to assist elected officials, employees and representatives of the City when approving the expenditure of public funds. A periodic review and consideration of this policy ensures that the City's expenditures have been carefully considered and determined by the governing body to be for a public purpose.

Staff is recommending policy changes during this review and approval process. The policy change identifies that designated funds may be allocated to each City department related to purchasing City staff Richfield-logo apparel.

### **RECOMMENDED ACTION:**

By motion: Adopt a resolution approving the City's Public Purpose Expenditure Policy for fiscal year 2018.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

- In July 2003, the Richfield City Council adopted a Public Purpose Expenditure Policy, which defines when, and for what purposes, public funds may be spent.
- In January 2016, the City Council adopted an updated version of this policy.
- The revision proposed for 2018, would allow for the expenditure of funds for City logo apparel in order to provide customers and residents with easier recognition of staff and to help promote the City's brand.

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

• Periodic review and approval of the policy ensures the fullest compliance with all applicable provisions of law in making public expenditures.

### C. CRITICAL TIMING ISSUES:

• The policy should be considered in conjunction with the City's new fiscal year.

### D. FINANCIAL IMPACT:

• The revision to the policy would allow for the expenditure of approximately \$60 per employee for City logo apparel, as the need is determined, by the Department Director.

### E. **LEGAL CONSIDERATION:**

• The Public Purpose Expenditure Policy ensures compliance with all applicable laws governing the expenditure of public funds.

### **ALTERNATIVE RECOMMENDATION(S):**

- Adopt a modified policy.
- Defer consideration of this matter to a future meeting.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

### **ATTACHMENTS:**

DescriptionType□ResolutionResolution Letter□Public Purpose PolicyBackup Material

<b>RESOLUTION</b>	NO.
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### RESOLUTION APPROVING THE PUBLIC PURPOSE EXPENDITURES POLICY FOR FISCAL YEAR 2018

**WHEREAS**, the City Council finds it necessary to review and approve a policy to clearly determine the public purpose for expenditures; and

**WHEREAS**, the City Council has determined that in order to attract, recruit, retain and motivate employees and community volunteers, the City wishes to recognize hard work and service through other than monetary payment; and

**WHEREAS**, the City Council has further determined certain expenditures for typical business costs are necessary for the effective delivery of public service; and

**WHEREAS**, the City Council has reviewed and discussed the Public Purpose Expenditures Policy.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Richfield approves the "Public Purpose Expenditures Policy," for fiscal year 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of January 2018.

	Pat Elliott, Mayor	
ATTEST:		
Elizabeth VanHoose, City Clerk		

### **PUBLIC PURPOSE EXPENDITURE**

### CITY OF RICHFIELD

### **CITY POLICY**

DATE: January 1, 2018

SUBJECT: Public Purpose Expenditures

### Background

Pursuant to provisions of the Richfield City Charter and the statutes and laws of the State of Minnesota, which permit and require the expenditure of public funds for public purposes, the City of Richfield believes it necessary and appropriate to provide assistance and guidance to the officials, employees and representatives of Richfield to aid in the determination of when public funds may be spent for a public purpose.

### Definition

A public purpose expenditure is one which relates to the purpose for which the City of Richfield exists and the duties and responsibilities of Richfield, its elected and appointed officials, employees and other representatives.

### Public Purpose Guidelines

- A. Training and development programs for Richfield employees serve a public purpose when those training and development programs are directly related to the performance of the employees' jobrelated duties and are directly related to the programs/services for which the City is responsible.
- B. Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessarily incurred by Richfield employees in connection with their actual work assignments or official duties and those expenses are directly related to the performance of the governmental functions for which Richfield has responsibility.
- C. Appropriate safety and health programs for Richfield employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and the taxpayers of Richfield, including various costs associated with workers' compensation and disability benefit claims, insurance premiums and lost time from employee absences.
- D. Public expenditures for appropriate Richfield employee and volunteer recognition programs serve a public purpose because formally recognizing employees and volunteers who make significant contributions and demonstrate their commitment during the performance of their duties result in higher morale and productivity among all Richfield employees and volunteers, and therefore help the City to fulfill its responsibilities efficiently and more cost effectively.
- E. Public expenditures for food and refreshments associated with official Richfield City functions serve a public purpose when the provision of food or refreshments is an integral part of the function and is deemed necessary to ensure meaningful participation by the participants.
- F. Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for Richfield to ensure the efficient operation of its programs/services, promote the availability and use of City resources, and promote coordinated, cooperative planning activities among and between the public and the private sectors.

### Specific Programs and Expenditures

Every City of Richfield expenditure must be valid based upon the <u>public purpose</u> for which it is purchased. The following items are deemed to meet the Council definition of public purpose expenditures.

### A. Employee Recognition and Engagement Programs

The Richfield City Council recognizes the hard work and service performed by the employees of the City through a formal Employee Recognition Program. The City Council believes the benefits of attracting, retaining and motivating employees through an Employee Recognition Program support employee job satisfaction, which in turn impacts cooperation and productivity. The result is to provide excellent public and customer service to better serve the interests of the citizens of the community.

The Employee Recognition Program is considered "additional compensation" for work performed by employees but is entirely dependent on receiving funding from year-to-year. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

### The Program may include:

- 1. City employees completing 5, 10, 15, 20, 25, 30, and 35 years of service may receive a service award not to exceed \$150 in value, as determined by the City Manager.
- 2. Annually, the City may have an annual budget allotted to the City staff's Employee Recognition & Engagement Team.
- 3. Annually, the City may sponsor a Volunteer Recognition event to promote teamwork and coordination among the City Council, Department Directors, Commission/Committees, and employees. This event and/or a token gift for invited participants and their guests also serve as de minimus compensation for the service provided by the volunteers.
- 4. Annually, the City may sponsor a Holiday Party for City employees. In lieu of a Holiday Party, the City may sponsor an annual employee event, such as Rootbeer Float Day.
- 5. The City supports other events that are planned and paid for by employees. Examples of such events include holiday gatherings, golf and/or bowling tournaments.
- 6. The City supports recognition clocks and up to \$65 for a cake in recognition of long-time service or retirement for employees, volunteers and elected officials.
- 7. Annually, at the end of each calendar year, each Department may receive designated funds related to participating in and promoting safety practices in their respective Departments. Each Department may use such funds to sponsor an employee event recognizing their employees' safety accomplishments.

The cost of the elements of the Employee Recognition Program will be included in the City of Richfield Annual Budget. This item will be approved annually by the City Council as a part of the overall budget approval process which includes a public hearing on the proposed budget.

### B. Employee Wellness and Safety Programs

The City Council recognizes the importance of employee fitness and health as it relates to the overall work and life satisfaction of the employee and the overall impact on the City's health insurance program. As such, the City Council supports an Employee Wellness Program, which has been designed to educate employees on fitness/health issues.

The Employee Wellness Program is considered "additional compensation" for work performed by employees, but is entirely dependent on receiving funding from year-to-year. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

The cost of an Employee Wellness Program will be included in the City of Richfield Annual Budget. This item will be approved annually by the City Council as a part of the overall budget approval process which includes a public hearing on the proposed budget.

The Employee Safety Program is funded by the Self-Insurance Fund. The City supports programs created by the Human Resources Division and the Safety Committee to promote and maintain a safe work environment. Safety incentive programs such as Richfield Safety Pays, which provide the opportunity for cash prizes for accident/injury-free work days, is an example of such programs. Such safety incentives shall be included in the City of Richfield Annual Budget.

### C. Meeting Food/Meals

The City Council recognizes that situations in which City business needs to be discussed can and do occur during meal hours (i.e. luncheon meetings). In addition, there are public and employee meetings and events in which reasonable refreshments may be necessary to create a more productive environment and to be responsive to participants' time schedules. The following items are deemed to meet the Council definition of public purpose expenditures in regards to food and meals.

- 1. Meals and refreshments are allowed at City meetings and events that have a purpose of discussing City issues. These meetings would normally have a pre-planned agenda.
- 2. Meals and refreshments are allowed at employee meetings and events that have a purpose of discussing City issues or are a part of employee training. These meetings would also normally have a pre-planned agenda. These meetings could include new employee receptions to introduce new employees to existing employees, provide an orientation to the City, and promote teamwork and cooperation. This does not include routine staff meetings.
- 3. Meals and refreshments are allowed when they are part of a breakfast/lunch/dinner meeting for official City business when it is the only practical time to meet. Usually these meals involve meeting with City Council members, Committee/Commission members, business or civic organizations. Payment for fees relating to a special event, such as a Chamber of Commerce event, may also be allowed when approved by the City Manager and when attendance is deemed to meet the public purpose guidelines for community or customer outreach and marketing of the City.
- 4. Meals and refreshments may be provided during official meetings of the City Council, City Council committees, advisory boards/commissions, and taskforces that have purpose of discussing City business. These meetings would normally have a pre-planned agenda.
- 5. Travel expenses for employees as outlined in the Richfield Travel Reimbursement Policy.
- 6. Meals and refreshments are allowed where employees or volunteers are participating in a City-sponsored special event, participating in an outside event as an official representative of the City, or working additional hours and where the Department Director deems appropriate as recognition of efforts above those normally required. Because emergency personnel are often called to perform for extended periods of time and duties where refreshments are important to duty performance, emergency response personnel may be provided refreshments or food when it is deemed appropriate by the City Manager or Department Director to assure the delivery of quality emergency response service.
- 7. No purchase of alcoholic beverages is allowed at any time.

The cost of these meals or fees is included in the departments' travel/conferences line-item in the City of Richfield Annual Budget. These items are approved annually by the City Council as a part of the overall budget approval process which includes a public hearing on the proposed budget.

### D. Membership, Dues, and Donations

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations and City social and community organizations when the purpose is to promote, advertise, improve or develop the City's resources and relationships and not personal interest or gain.

The cost of memberships/dues is included in the departments' dues and subscriptions line-item in the City of Richfield Annual Budget. These items are approved annually by the City Council as a part of the overall budget approval process which includes a public hearing on the proposed budget.

All donations must be approved by the City Council during the annual budget process and/or by City resolution. Donations provided by the City must be for programs that serve our citizens and are deemed to meet the public purpose guidelines.

### E. Education Reimbursement

The Personnel Policy contains guidelines for a Richfield Employee Education Program (REEP). Job related advanced education meets the public purpose guidelines of this policy. The amount available for this program shall be considered annually. The cost of this program is contained in the City of Richfield Annual Budget.

### F. Clothing and Other Sundry Items

Employees may receive T-shirts, and other sundry items of nominal value (\$20.00) when these items are made available to the general public or if these items are determined by the City Manager to be important to the successful involvement of employees in special City-sponsored or City-supported events (i.e. Nite to Unite, etc.). The cost of these items for City-sponsored or City-supported events shall be contained in the City of Richfield Annual Budget.

Employees may be supplied with uniforms, clothing, boots and other gear necessary for the performance of their job. For purposes of City branding and easy identification of employees to customers and members of the public, staff will be provided with one apparel item with the City logo. This clothing item (fleece zip, cardigan or polo shirt with approximate value of \$60) will be issued to new employees and to current employees at the discretion of their respective Department Directors.

### Conclusion

The Richfield City Council has determined that the above expenditures are valid and serve a public purpose.

Approved: /s/ Steven L. Devich

City Manager

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.F.



## STAFF REPORT NO. 6 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jesse Swenson, Asst. HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

12/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

12/29/2017

### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution approving the contract with the International Association of Firefighters Local 1215 for the contract period January 1, 2018 through December 31, 2019 and authorize the City Manager to execute the agreement.

### **EXECUTIVE SUMMARY:**

City staff has completed labor negotiations with the International Association of Firefighters Local 1215 (Union). The provisions of the two-year contract cover all twenty-five employees represented in this unit.

The tentative settlement provides a wage adjustment of 3.00%, effective the first full pay period of January 2018, and a wage adjustment of 3.00%, effective the first full pay period of January 2019.

The other provisions of the tentative agreement include:

- Up to a \$75 per month increase to the Employer health insurance contribution in 2018.
- A \$0.25 per month increase to the Employer contribution for single dental insurance coverage in 2018.
- Agreement to accept the same level of contributions that Management and General Services employees will be receiving in 2019 for health and dental insurance coverage.
- A \$15 per year increase to clothing and equipment allowance in 2019.
- Providing acting captain pay of 115% of the top firefighter wages when accepting the duties and responsibilities as captain for their currently assigned shift. Starting in 2018, such pay will now commence the first hour of such assignment.
- A language change to the Limited Response Time Residency Requirement to match the 2016 Laws of Minnesota, Chapter 146.

### **RECOMMENDED ACTION:**

By motion: Adopt a resolution approving the provisions of the 2018-2019 labor agreement with the International Association of Firefighters Local 1215 bargaining unit and authorize the City Manager to execute the agreement.

### **BASIS OF RECOMMENDATION:**

A. HISTORICAL CONTEXT

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

- Wages: A three percent wage adjustment in 2018 and a three percent wage adjustment in 2019.
- Health Insurance: Up to a \$75 increase to the Employer health insurance contribution, which
  provides up to a maximum contribution of \$826.00 per month for single Employee coverage,
  \$1,195 per month for Employee plus spouse or Employee plus child(ren) coverage and \$1,290
  per month for Employee plus family coverage.
- Dental Insurance: A \$0.25 per month increase to the Employer contribution for Employee single dental insurance coverage at \$59.50 per month.
- Clothing and Equipment: A \$15 increase to the clothing and equipment allowance in 2019.
- Acting Captain Pay: Any employee who is required by the Employer to accept the duties and
  responsibilities of the higher classification as Captain shall receive compensation at 115% of the
  top firefighter wage. This compensation shall only be effective when an employee is working on
  their currently assigned shift and will commence the first hour of such assignment.

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

- The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those
  provided to non-union City employees. The City has a long history of providing the same level of
  insurance benefits to <u>all</u> eligible City employees.
- The 2018 three percent (effective the first full pay period in 2018) wage increase represents the same wage adjustment implemented for non-union City employees. One other City union has settled for 2018. The 2019 three percent (effective the first full pay period in 2019) wage increase is the first negotiated wage adjustment for all employee groups. This salary adjustment settlement is within the range of comparable metro cities.
- The wage settlement and health insurance provision is well within the range for other comparable bargaining groups in similar metro cities.

### C. CRITICAL TIMING ISSUES:

• In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2018 wages and benefits, it is recommended that the City Council act on January 9, 2018 to adopt the attached resolution providing for contract changes, effective January 1, 2018.

### D. **FINANCIAL IMPACT**:

- Three percent (3.00%) wage increase, effective the first full pay period of 2018, for contract year 2018.
- Three percent (3.00%) wage increase, effective the first full pay period of 2019, for contract year
   2019
- A \$0.25 per month increase in Employer monthly contribution towards employee single dental insurance in 2018.
- Up to a \$75 per month increase in Employer monthly contribution towards health insurance coverage in 2018.
- A \$15 per year increase to the clothing and equipment allowance in 2019.
- Acting Captain Pay, at 115% of top firefighter wage, commencing at the beginning of the first hour of such assignment for an estimated cost of \$2,000 per year.

### E. LEGAL CONSIDERATION:

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

### **ALTERNATIVE RECOMMENDATION(S):**

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

### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

### **ATTACHMENTS:**

Description

Resolution

D

Туре

Resolution Letter

### **RESOLUTION NO.**

### RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE CITY OF RICHFIELD AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1215 BARGAINING UNIT FOR THE YEAR 2018 AND 2019

**WHEREAS**, the City Manager and the Richfield Firefighters IAFF Local 1215 have reached an understanding concerning conditions of employment for year 2018 and 2019; and

**WHEREAS**, it would be inappropriate to penalize IAFF Local 1215 members who have negotiated in good faith; and

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

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council does hereby approve the Labor Agreement between the City of Richfield and IAFF Local 1215 Bargaining Unit for 2018 and 2019, under the provisions of the Labor Agreement to be implemented, effective January 1, 2018 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 9<sup>th</sup> day of January, 2018.

	Pat Elliott, Mayor	
ATTEST:		
Elizabeth VanHoose, City Clerk		

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.G.



# STAFF REPORT NO. 7 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

1/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/3/2018

### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2018 Sno\*ball Dance taking place February 3, 2018.

### **EXECUTIVE SUMMARY:**

On December 15, 2017, the City received application materials for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2018 Sno\*ball Dance taking place February 3, 2018. They will serve intoxicating liquor, wine and 3.2 percent malt liquor from 6:00 p.m. to 10:00 p.m. on Saturday, February 3, 2018, only.

They will serve tacos, snacks, and desserts for dinner. The Blessed Trinity Catholic School has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

The Director of Public Safety has reviewed all required information and documents and has found no basis for denial.

The City Council has previously granted this license in conjunction with this event.

### **RECOMMENDED ACTION:**

By motion: Approve the issuance of a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South for their 2018 Sno\*ball Dance taking place February 3, 2018.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

- The applicant has satisfied the following requirements for the issuance of this license:
  - The required licensing fee has been paid.
  - Proof of liquor liability insurance has been provided showing the Catholic Mutual Relief Society of America affording the coverage.

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

• Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

### C. **CRITICAL TIMING ISSUES:**

• There are no critical timing issues.

### D. FINANCIAL IMPACT:

• The required licensing fees have been received.

### E. **LEGAL CONSIDERATION:**

• There are no legal considerations.

### **ALTERNATIVE RECOMMENDATION(S):**

The Council could decide to deny the approval of the Temporary On- Sale Intoxicating Liquor license
for the Blessed Trinity Catholic School. This would mean the applicant would not be able to serve
intoxicated alcohol, wine or 3.2 percent malt liquor; however, Public Safety has not found any basis for
denial.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

Blessed Trinity Catholic staff has been notified of the date of this meeting.

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.H.



# STAFF REPORT NO. 8 CITY COUNCIL MEETING 1/9/2018

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

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

1/2/2018

OTHER DEPARTMENT REVIEW: Mary Tietjen, City Attorney

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/3/2018

### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an Intergovermental Cooperative Agreement regarding Public Safety in Bloomington, Minnesota, related to the 2018 National Football League Super Bowl.

### **EXECUTIVE SUMMARY:**

The City of Bloomington has several events occurring before, during, and after the 2018 National Football League Super Bowl. This Intergovernmental Agreement is for the Richfield Police Department to provide law enforcement officers to the City of Bloomington to assist with the Super Bowl and related events occurring between January 26 and February 5, 2018.

### **RECOMMENDED ACTION:**

By motion: Approve the Intergovernmental Cooperative Agreement regarding public safety related to 2018 National Football League Super Bowl security.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

- The Public Safety/Police Department wishes to contract with the City of Bloomington regarding public safety related to 2018 National Football League Super Bowl security.
- This event is a high security event for the Country, State, and metro area. The City of Bloomington needs assistance with the security of various venues.

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

• Under Intergovernmental Cooperative agreement the City of Bloomington has requested officers from the City of Richfield to participate in the Super Bowl 52 security detail.

### C. CRITICAL TIMING ISSUES:

• There are no critical timing issues.

### D. FINANCIAL IMPACT:

- The sole source of funds to reimburse each Provider preforming under this Agreement shall be funds provided to the Bloomington Police Department by private entities requesting public safety and security at their facilities during the Event.
- The sending city remains responsible for all other insurances for its officers, including workers

compensation and any liability claims.

### E. **LEGAL CONSIDERATION:**

• Mary Tietjen, City Attorney, has reviewed the Intergovernmental Cooperative Agreement.

### **ALTERNATIVE RECOMMENDATION(S):**

1. The Council could decide to deny the approval of the Intergovernmental Cooperative Agreement, therefore the Police Department would not participate in the security detail for the Super Bowl.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

### **ATTACHMENTS:**

Description Type

□ Intergovernmental Cooperative Agreement Contract/Agreement

### INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY IN BLOOMINGTON, MINNESOTA, RELATED TO THE 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY IN BLOOMINGTON, MINNESOTA, RELATED TO THE 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL (hereinafter referred to as the "Agreement"), is made effective, except as otherwise made operationally effective as set forth in Section 5 herein, on this 9<sup>th</sup> day of January, 2018, by and between the CITY OF BLOOMINGTON, a home rule charter city and a Minnesota municipal corporation ("City") acting through its Police Department ("BPD") and the CITY OF RICHFIELD, a Minnesota municipal corporation acting through its Police Department ("Provider"). City, BPD, and each Provider may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

**WHEREAS**, the City is the location of several events occurring before, during, and after the 2018 National Football League Super Bowl from Friday, January 26, 2018, through Monday, February 5, 2018 ("Event"); and

**WHEREAS**, a Unified Command structure (as that term is defined in Section 2.4) is needed to ensure the level of security coordination required for the Event; and

WHEREAS, the BPD will be the lead law enforcement agency for the Event in the City of Bloomington. When BPD is the lead law enforcement agency its duties will include making staff assignments and to administer and manage the Unified Command; and

**WHEREAS**, the City has agreed to serve as the fiscal agent for law enforcement costs for the Event by entering into this Agreement with the "Provider"; and

**WHEREAS**, the City is in need of procuring additional extra duty and contract overtime law enforcement personnel to provide the public safety measures required for such a large and unique Event; and

**WHEREAS**, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the BPD with public safety services during the Event.

**NOW, THEREFORE**, pursuant to the authority contained in Minnesota Statutes Section 471.59 ("Joint Exercise of Powers") or Minnesota Statutes Sections 626.76 and 626.77, or both or all, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

### 1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with Licensed Peace Officers to be assigned to one or more of the Event locations identified on Exhibit A attached hereto to assist the BPD through the use of a unified command center (as defined in Section 2.4) to provide law enforcement and security services ("Services") during the term of the Event.
- 1.2 Provider will exercise its best efforts to assist with Event security. The Parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Event. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider's resources when, it is considered to be in Provider's best interest to do so.
- 1.3 Provider's resources shall be full-time, Licensed Peace Officers and each such Licensed Peace Officer must meet the following criteria as defined in Minnesota Statutes Sections 626.84, Subdivision 1(c) and 471.59, Subdivision 12.

### 2. ADDITIONAL CRITERIA OF LICENSED PEACE OFFICERS; PROVIDER SCOPE OF SERVICE

- 2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the Licensed Peace Officers shall also meet the following criteria:
  - 2.1.1. That each Licensed Peace Officer shall by reason of experience, training, and physical fitness be deemed by the Provider of being capable of performing public safety and law enforcement duties for the Event; and
  - 2.1.2 That each Licensed Peace Officer meets the Police Officer Standards and Training (POST) requirements and other standards required by the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the BPD in the event that any licensed peace officer is no longer satisfies the POST or other standards established by the Provider; and
  - 2.1.3 That unless otherwise provided or requested by the BPD, each Licensed Peace Officer shall be equipped or supplied, or both, by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon, and personal soft ballistic body

armor, and traffic vest.

- 2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept or use, or both, any of Provider's Licensed Peace Officers or other law enforcement resources without cause or explanation.
- 2.3 The Provider agrees as follows:
  - 2.3.1 As requested by BPD, Provider shall list information on each of Provider's Licensed Peace Officers no later than thirty (30) days before the Event that includes, but is not limited to, name, rank, agency, badge number, photo, cell phone number, and emergency contact information. Said information shall be used strictly for law enforcement purposes related to the Event and each Party will hold the data in the same classification as the other does under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"); and
  - 2.3.2. That upon reasonable advance written notification from the BPD, each of Provider's Licensed Peace Officers or other law enforcement resources so designated by the BPD shall participate in orientation training activities related to Event security, that are coordinated or conducted by the BPD or its designee; and
  - 2.3.3. That each Licensed Peace Officer shall be assigned by the BPD, as determined and required by the BPD, to any Event-related assignment based on the Licensed Peace Officer's skill-set and known duty assignment as well as the needs of the operation; including, but not limited to, foot patrol, motorized patrol, static posts at outdoor perimeters, general security inside or outside venues, and traffic control; and
  - 2.3.4. That Licensed Peace Officers participating in the Event may, if so determined by the BPD, be placed in an "On Assignment" status by BPD in which the Licensed Peace Officer should be physically proximate to the Event location, so as to be able to physically report in a timely manner to such duty post assigned by the BPD and prepared to undertake the specific job task or responsibility assigned by the BPD; and
  - 2.3.5. That at the request of the BPD, Provider will designate personnel that participated in or provided Event security to further participate in and/or provide information to and otherwise cooperate with the BPD in any "after action activities" following the conclusion of a training session or actual Event security. "After action activities" may include, but not be limited to post training session meetings and revisions of training protocols and post

Event security meetings, evaluations, mediation or court proceedings.

- 2.4 Provider acknowledges and agrees that at all times during any required training session or during the Event each of Provider's Licensed Peace Officers or other law enforcement resources and employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command and following unified command principles and practices established throughout the law enforcement community (herein referred to as "Unified Command").
- 2.5 The Provider agrees to exercise reasonable efforts to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.
- 2.6 Event staffing levels will be determined by the BPD as the lead law enforcement agency and fiscal agent.
- 2.7 The Provider will comply with the statutes and rules requiring the preservation of evidence including, but not limited to, Minnesota Statutes Sections 590.10 and 626.04. Provider must preserve all handwritten notes, photographs, incident reports, video recordings, statements, audio recordings, personal notes, interview audio, text messages, cell phone videos, removable electronic media, squad car videos, any other video recordings, emails, voice mails, computer files and all Work Product, Supporting Documentation and Business Records as those terms are defined in Section 8.1 of this Agreement.
- 2.8 The BPD will maintain a list of Licensed Peace Officers assigned to the Event. Provider will be responsible for providing accurate lists of its Licensed Peace Officers that will be assignable to the Event as a result of signing this Agreement.

### 3 CITY RESPONSIBILITIES

- 3.1 The City will be solely responsible for all communications with the Minnesota Host Committee, which that is coordinating the official National Football League activities occurring in Minneapolis, St Paul, and Bloomington ("Host Committee") within the same general time period as the Event covered by this Agreement. However, this Agreement only applies to the Event locations listed in Exhibit A.
- 3.2 City agrees that it will provide or facilitate any necessary training to prepare for providing Event security. The substance of the training, if necessary; including the locations, dates, and times, shall be detailed in a separate writing provided from the BPD to the Provider.

- 3.3 The person responsible on behalf of the BPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider's law enforcement resources, shall be BPD Deputy Chief of Police Mike Hartley (hereinafter referred to as the "Coordinator"). Except as otherwise provided in this Agreement, all contacts or inquiries made by the Provider with regard to this Agreement shall be made directly to the Coordinator or the Coordinator's designee.
- 3.4 The City will develop and provide to each Provider an adequate supply of the standard incident report form to be used by the City and Providers that provide Services at the Event under the direction of the Unified Command.
- 3.5 The City will provide to Provider, the "claims procedure" as indicated in Exhibit C hereto that will be used by third party claimants who file claims against the City or against any Provider

### 4. COMPENSATION AND PAYMENT PROCESS

- 4.1 The sole source of funds to reimburse each Provider performing under this Agreement shall be funds provided to BPD by private entities requesting public safety and security at their facilities during the Event.
- 4.2 For and in consideration of the Provider performing under this Agreement, the Provider will be reimbursed for said Services at the rates and in the manner as indicated in attached Exhibit B. All of a Provider's Licensed Peace Officers and other law enforcement resources that (a) perform law enforcement services within the Provider's jurisdiction; and (b) are subject only to the Provider's authority and are therefore not under the Unified Command, are not eligible to have Provider's costs reimbursed pursuant to this Agreement.
- 4.3 The BPD will prepare and include in Exhibit B eligibility guidelines for cost reimbursement and a checklist for the preparation and submission of the reimbursement request.
- 4.4 Provider may submit any questions regarding the cost reimbursement process to Sue LeGrand or her designee at: slegrand@bloomingtonmn.gov.
- 4.5 For any disputed amounts, the Provider shall provide the BPD with written notice of the dispute, including the date, amount, and reasons for dispute within fifteen (15) days after receipt of the Reimbursement Summary Report. The BPD and Provider shall memorialize the resolution of the dispute in writing and follow the dispute resolution procedure in Section 13 of this Agreement.

### 5. TERM OF AGREEMENT

This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Event-related activity and shall expire on March 1, 2018, or the date to which law enforcement resources or Services are extended, whichever is later, unless terminated earlier in accordance with the provisions in Section 6. Except for the provision of orientation training as discussed and to be scheduled pursuant to Section 3.2 of this Agreement, Services furnished by the Provider for the Event shall begin on January 26, 2018, and shall terminate on February 5, 2018, unless terminated sooner or extended in whole or in part as provided herein.

### 6. **TERMINATION**

- 6.1 Termination by the City. The City may terminate this Agreement upon providing to the Provider fifteen (15) days advance written notice for any of the reasons stated below:
  - 6.1.1 Cancellation of Super Bowl LII; or
  - 6.1.2 Failure by the Provider to perform any material term under this Agreement and failure to cure the default within the time requested by the City; or
  - 6.1.2 Without cause prior to the initial orientation training session.
- 6.2 Termination by the Provider. The Provider may terminate this Agreement upon providing to the City not less than thirty (30) days advance written notice for any of the reasons stated below:
  - 6.2.1 Cancellation of Super Bowl LII; or
  - 6.2.2 Without cause prior to the initial orientation training session.
- 6.3 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

### 7. AGREEMENT MANAGEMENT

7.1 The Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

(List names) (List responsibilities)

### 8. WORK PRODUCT, RECORDS, DISSEMINATION OF INFORMATION

8.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work Product" shall mean any report, including incident reports, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to BPD or results from Provider's Services under this Agreement.

"Supporting Documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and Work Product generated under this Agreement.

"Business Records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to BPD or Provider and pertain to work performed under this Agreement.

- 8.2 Subject to applicable law, including but not limited to the Minnesota Official Records Act, Minnesota Statutes Section 15.17, and the MGDPA, all deliverable Work Product, Supporting Documentation and Business Records or copies thereof, that are needed from or result from the Provider's Services under this Agreement shall be delivered to the City either pursuant to this Agreement or upon reasonable request of the City and shall become the property of the City after delivery.
- 8.3 The City and the Provider each agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed (i.e. Work Product, Supporting Documentation and Business Records) under this Agreement without notice to the other. Except as otherwise required by and subject to federal or state law, or both, neither the City nor the Provider shall release, transmit, disclose or disseminate any Work Product, Supporting Documentation, or Business Records, which shall be classified as "security information", "security service" or "security service data", defined under Minnesota Statutes Sections 13.37 and 13.861 or any like data, as defined or required, or both, in all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards.
- 8.4 In the event of termination, all Work Product, Supporting Documentation, and Business Records prepared by the Provider under this Agreement shall be delivered to the City by the Provider by the termination date.

- 8.5 Both the City and the Provider agree to maintain all Business Records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Provider, the Auditor of the State of Minnesota, or other duly authorized representative.
- 8.6 Both the City and the Provider agree to abide strictly by the MGDPA and, in particular, Minnesota Statutes Sections 13.05, subds. 6 and 11; 13.37, Subd. 1(a) and 1(b), 138.17, and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider or the City in performing functions under this Agreement is subject to the requirements of the MGDPA and both the City and the Provider must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

### 9. INSURANCE; LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES

- 9.1 Insurance Coverage for Event. Subject to the limitations below, the City agrees to defend and indemnify the Provider against any claims brought, or actions filed, against the Provider, or any Licensed Police Officer of the Provider for the injury to, death of, or damage to the property of any third person(s) arising out of the performance and provide of assistance to the City pursuant this Agreement.
  - 9.1.1 Provider understands and agrees that the City's municipal liability policy issued through the League of Minnesota Cities Insurance Trust ("LMCIT Policy") will be the primary policy as it relates to defense and indemnification of claims and lawsuits arising out of the Provider's actions, and Provider agrees to cooperate with the City and the League of Minnesota Cities Insurance Trust in all claims and suits arising out of this Agreement.
  - 9.1.2 Provider understands and agrees that the City will not defend or indemnify Provider, its officers or employees, for any claims or lawsuits that do not take place during the term of the Agreement; or any claim or lawsuit that would be considered as a result of a "covered event" as defined by the law enforcement liability policy purchased through the Host Committee and administered by the City of Minneapolis for specific Super Bowl related events authorized by the National Football League.
  - 9.1.3 Provider agrees to be bound by the terms and conditions contained in the

### LMCIT Policy.

- 9.1.4 Provider agrees that it will cooperate with the League of Minnesota Cities Insurance Trust and with the City by reasonably and timely responding to the League of Minnesota Cities Insurance Trust's request(s) for information or to appear at meetings or judicially mandated hearings.
- 9.2 Liability Coverage as Sole Source for Liability and Indemnity. Provider hereto agrees that it will only seek recovery for any liability incurred in carrying out the terms of this Agreement from the LMCIT policy set out in Section 9.1 of this Agreement.
  - 9.2.1 If Provider's liability is not subject to recovery through the LMCIT Policy, then the Provider agrees that it will otherwise be responsible for its own acts or omissions, or both, and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside of the jurisdiction or geographic limits of the City of Bloomington.
  - 9.2.2 In the unlikely event that the aggregate amount of any one or all claims arising from one occurrence exceeds \$2 million, then each Party agrees that it will otherwise be responsible for its own acts or omissions, or both, and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside the of the jurisdiction or geographic limits of the City of Bloomington.
- 9.3 Further Limitation On Provider Liability. It is understood and agreed that the liability of a Provider that is a municipality, county or similar political subdivision shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and by other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, its respective officials and employees, may have under said Chapter 466, Section 471.59 subd. 1a, and any common-law immunity or limitation of liability, all of which are hereby reserved by the Parties that have entered into this Agreement.
- 9.4 Provider Workers' Compensation Insurance Required. Except as expressly provided herein, each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Except as expressly provided herein, each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.

- 9.5 Provider Responsible for Own Equipment. Except as expressly provided herein, each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.
- 9.6 Provider Rendering First Aid. Except for immediate first aid rendered by a Provider at the scene of an accident or occurrence, no other medical assistance, expenses or aid is covered under this Agreement.
- 9.7 Except for the foregoing, the Parties intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

### 10. INDEPENDENT CONTRACTORS

Provider in its relationship with the City under this Agreement is an independent contractor. No Provider, its Licensed Peace Officers or other law enforcement resources shall be considered an employee of the City. The City, its Licensed Peace Officers or other law enforcement resources shall not be considered employees of the Provider.

### 11. **SUBCONTRACTING**

The City and Provider agree that no Services will be subcontracted and agree not to enter into any subcontracts to provide any Services under this Agreement.

### 12. **ASSIGNMENT**

Neither the City nor the Provider will assign or transfer any interest in this Agreement without the consent of the other Party.

### 13. **DISPUTE RESOLUTION**

The City and the Provider each agree to cooperate and negotiate in good faith to resolve any disputes that arise regarding the terms of this Agreement and the performance of the Services. If good faith negotiations fail to resolve a dispute, then the Parties will use mediation services to attempt to resolve the dispute. The City and Provider will equally share the expense of the mediator.

The Parties will select a mediator by each submitting three names in rank order of preference to the other Party. If there is no common name on each Party's list, then a neutral, third party, law enforcement representative that is not a party to this Agreement will select a mediator for the Parties. If mediation fails to resolve a dispute between Parties, then the Parties may exercise their legal or equitable rights.

# 14. AUDIT OF AGREEMENT RECORDS

Pursuant to Minnesota Statutes Section 16C.05, both the City's and the Provider's books, records, documents, and accounting procedures and practices with respect to any matter covered by this Agreement shall be made available to the State of Minnesota Office of the State Auditor upon written notice, at any time during normal business hours, for the purpose of auditing, examining or making excerpts or transcripts of relevant data.

# 15. AMENDMENT OR CHANGES TO AGREEMENT

- 15.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the Parties hereto; after all appropriate and necessary authority has been acquired by each such Party.
- 15.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

# 16. **NOTICES**

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States First Class Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

City: Jeff Potts, Chief of Police, City of Bloomington, 1800 Wes	st Old Shakopee Road,
Bloomington, MN 55431, jpotts@bloomingtonmn.gov; or	
Provider:	<u>_</u> ;

or such other contact information as either party may provide to the other by notice given in accordance with this provision. Nothing in this Section 16 shall prohibit a Party from contemporaneously providing the communication by electronic mail when such occurs at the same time as depositing in United States Mail.

# 17. CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all

parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

### 18. ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

The matters set forth in the "WHEREAS" clauses at the beginning of this Agreement are true and correct and by this reference incorporated into and made a part of this Agreement.

# 19. AGREEMENT NOT EXCLUSIVE

The City retains the right to contract with other public safety and security providers for other matters or for the Event, in the City's sole discretion.

# 20. **NO DISCRIMINATION**

Provider agrees not to discriminate in providing the Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Provider or its Licensed Police Officer(s).

# 21. **PUBLICITY**

The Parties shall develop language to use when discussing this Agreement. Provider agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language.

# 22. WAIVER

Failure of a Party to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

# 23. **SEVERABILITY**

In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect and will be construed and enforced as if such invalid or unenforceable provision had not been included.

# 24. INTERCHANGE OF GOVERNMENT EMPLOYEES

The Parties shall cooperate in achieving the objectives of this Agreement pursuant to Minnesota Statutes Sections 15.51 through 15.57.

# 25. **COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.

# REMAINDER OF THIS PAGE IS BLANK

**IN WITNESS WHEREOF**, the parties hereto are authorized signatories and have executed this Agreement the day and year first above written.

CITY OF RICHFIELD	CITY OF BLOOMINGTON
By: Its: City Manager, Steven L. Devich	By:
Date:	Date:
By: Its: Police Chief, Jay A. Henthorne	By:
Date:	Date:
	Reviewed and Approved By:
By:	By:
Its: City Attorney	Its: City Attorney
Date:	

# **EXHIBIT A**

# **EVENT LOCATIONS**

The City of Richfield will provide Services at locations as needed and directed by the City of Bloomington.

### **EXHIBIT B**

# **EVENT REIMBURSEMENT GUIDELINES**

Reimbursement Period: Friday, January 26, 2018, through Monday, February 5, 2018.

- 1. Bloomington Police Department ("BPD") will serve as fiscal agent for purposes of this Agreement.
- 2. Reimbursement will be for hours worked in direct support of the BPD.
- 3. Reimbursement will occur only for hours <u>worked</u> consistent with official operational plans approved by BPD.
- 4. There will be no reimbursement for non-personnel costs, backfill, pre-Event training, equipment, and other expenses including but not limited to travel costs, fuel, mileage, per diem, etc.
- 5. Reimbursement will occur only for state, county, and local law enforcement personnel participating in Event security details.
- 6. To the extent possible, law enforcement personnel will be notified of their daily and hourly schedule 15 to 30 days prior to the Reimbursement Period. There will be no reimbursement for any changes to the schedule or for any scheduled off days during this period or for off hours where personnel are not actively assigned to an event detail.
- 7. No officer will be assigned to a shift that begins in less than 96 hours without the Provider's prior approval.
- 8. Providers and personnel assigned to the event must adhere to all BPD requirements in order to be eligible for reimbursement.
- 9. If certain Event Services are cancelled within 24 hours of when the law enforcement officer's shift is scheduled to begin, then that Licensed Police Officer will be compensated for 3 hours of time. If certain Event Services are cancelled more than 24 hours of when the law enforcement officer's shift is scheduled to begin, then that Licensed Police Officer will not be compensated.
- 10. For reimbursement purposes, a law enforcement officer's shift begins and ends when he/she checks in/out on site.
- 11. Provider must submit to the City an **Officer Pay Rate Information Form** in the format set out in Exhibit D ("Form"), attached and incorporated hereto, that lists the 2018 regular (100%) pay rates with associated badge numbers for all Licensed Police Officers providing Services pursuant to this Agreement. Provider must submit the **Form** to Sue LeGrand at slegrand@bloomingtonmn.gov on or before January 15, 2018.
- 12. Reimbursement will be paid at time and a half of the Licensed Police Officer's pay rate as stated on the **Form**, plus a 17.65% fringe for PERA and Medicare related costs. These rates are all-inclusive and will not be adjusted.

- 13. On or before February 9, 2018 (covering pay period 1/26/18-1/28/18) and on or before February 23, 2018 (covering pay period 1/29/18-2/5/18), the City will provide a **Reimbursement Summary Report** ("Report") to the Provider reflecting the dates and hours of service performed by Provider's Licensed Police Officers.
  - a. Within five (5) days of receipt of the **Report** from the City, Provider shall review the Report for accuracy and indicate to the City which hours were straight time and which hours were overtime, then return the completed Report to Sue LeGrand at <a href="mailto:slegrand@bloomingtonmn.gov">slegrand@bloomingtonmn.gov</a>.
  - b. Provider will submit an invoice along with a copy of the **Report** to BPD. Thereafter, BPD will review the documentation and work with Provider to address any discrepancies.
  - c. BPD will issue reimbursement to Provider consistent with this Agreement within forty-five (45) days of receipt of the Provider's invoice, **Report** copy, and documentation.
- 14. Any variation from the above guidelines must be approved by the Bloomington Police Department.

# **EXHIBIT C**

# **CLAIMS PROCEDURE FOR CLAIMS**

All claims will be submitted to the City on its standardized "Claim Form" found on its website (<a href="https://www.bloomingtonmn.gov/sites/default/files/claimform.pdf">https://www.bloomingtonmn.gov/sites/default/files/claimform.pdf</a>). Once received and recorded by the City, the City will forward the Claim Form on to the League of Minnesota Cities Insurance Trust ("LMCIT") for investigation and determination of liability. Acceptance or denial of a claim may be appealed through the City's Risk and Litigation Manager. Her contact information is <a href="mailto:alarson@bloomingtonmn.gov">alarson@bloomingtonmn.gov</a> or 952-563-4932.

# **EXHIBIT D**

# OFFICER PAY RATE INFORMATION FORM

Provider (Agency):	
<b>Contact Name:</b>	
Phone #:	
Email:	

Badge #	Officer Name	Regular Hourly Rate

3.I.



# STAFF REPORT NO. 9 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Taylor Burandt, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

1/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/2/2018

# ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Joint Powers Agreement with the I-494 Corridor Commission for the purpose of the participating municipalities to work cooperatively to improve transportation along and around the I-494 Corridor.

# **EXECUTIVE SUMMARY:**

The I-494 Corridor Commission ("Commission") is a group of cities including Bloomington, Eden Prairie, Edina, Minnetonka, and Richfield. The purpose of the Commission is for the municipalities to work cooperatively to more effectively and efficiently move people and goods along and around the I-494 Corridor, including other major transportation corridors within the municipalities' jurisdictions.

Some of the key objectives of the group include:

- · Research of transportation related issues;
- Development of model ordinances;
- · Recommendations to state agencies and to the legislative funding strategies;
- Cooperation with other organizations, such as the Metropolitan Council; and
- Provide commuter-specific information and options.

This agreement amends the previous Joint Powers Agreement, dated July 11, 1988, and later amended on January 1, 2002.

# **RECOMMENDED ACTION:**

By motion: Approve the Joint Powers Agreement with the I-494 Corridor Commission for the purpose of the municipalities to work cooperatively to improve transportation along and around the I-494 Corridor.

# BASIS OF RECOMMENDATION:

# A. HISTORICAL CONTEXT

- The City of Richfield has been participating in the Commission since 1988. Some highlights of participation include:
  - Advancing I-494 improvements west of TH 100.
  - Reconstruction of the I-494/Highway 169 interchange.

• Safety Improvements at I-35W/I-494 interchange.

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

• The I-494 Corridor has been identified as a priority in the City's Comprehensive Plan (Chapter 6 - Transportation).

## C. **CRITICAL TIMING ISSUES:**

• The City of Richfield cannot continue to participate in the I-494 Corridor Commission without City Council approval.

### D. FINANCIAL IMPACT:

- The financial contributions of each municipality is determined per capita. The per capita rate is \$0.34.
- The City of Richfield's contribution was \$12,429.38 in 2017.
- A proposed budget and recommended financial contributions of the municipalities will be
  formulated by the Commission and submitted to the municipalities on or before August 1 each
  year. By September 2 of each calendar year, the Council of each city shall approve, modify, or
  reject the proposed Commission budget and the financial contribution and give notice of its action
  to the Commission.
- The Parties make their financial contributions to the Commission on an annual basis.

## E. **LEGAL CONSIDERATION:**

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

# **ALTERNATIVE RECOMMENDATION(S):**

None

# PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ΔΤΊ			

	Description	Туре
D	Agreement	Contract/Agreement

# I-494 CORRIDOR COMMISSION JOINT POWERS AGREEMENT

# PRELIMINARY STATEMENT

The Cities of Bloomington, Eden Prairie, Edina, Minnetonka, and Richfield (hereafter referred to as Parties) are Parties to this Agreement and are governmental units of the State of Minnesota. Minnesota Statute 471.59 permits two or more governmental units, by agreement of their governing bodies, to jointly and cooperatively exercise any power common to each of them. The Parties to this Agreement have chosen to enter into a cooperative agreement pursuant to M.S.A. 471.59 providing for the joint exercise of powers to improve the ability to more effectively and efficiently move people and goods along and around the I-494 Corridor. This Agreement amends and restates that certain Joint and Cooperative Agreement among the Parties as dated July 11, 1988. A subsequent amendment became effective on January 1, 2002. This Agreement shall be known as the I-494 Corridor Commission Joint Powers Agreement and is effective as of January 31st, 2018.

# .

# ARTICLE 1.

# Name

The Parties hereto agree to establish a joint powers organization to be known as the I-494 Corridor Commission to carry out the general purpose and objectives set forth in this document.

# ARTICLE 2.

# **General Purpose**

The primary purpose of this agreement among the Parties is to work jointly and cooperatively to more effectively and efficiently move people and goods along and around the I-494 Corridor including other major transportation corridors within the Parties' jurisdictions (hereafter referred to as the Corridor).

# ARTICLE 3.

# **Duration**

The duration of the Commission shall be perpetual unless otherwise dissolved according to the provisions of Article 13 hereof.

# **ARTICLE 4.**

# <u>Definition of Terms</u>

For the purpose of this Agreement, the terms defined in this Article shall have the meanings given below.

- 4.1) <u>Commission</u> means the organization created pursuant to this Agreement.
- 4.2) <u>City Council</u> or <u>Council</u> means the governing body of a Party.
- 4.3) <u>Commissioner</u> means a person appointed pursuant to this Agreement to serve as a Commissioner.
- 4.4) <u>Alternate</u> means a person appointed pursuant to this Agreement to serve in place of a Commissioner as provided in Article 9 of this Agreement.
  - 4.5) Party means a governmental entity which has entered into this Agreement.
- 4.6) <u>Affiliate Member</u> means a person or organization approved by the Commission to have special status with the Commission, with only the rights specified in this Agreement.
  - 4.7) <u>Corridor</u> means the area comprising the geographic limits of all Parties.

# ARTICLE 5.

# **Additional Parties**

- 5.1) Any other government unit may become a Party upon unanimous approval of the Parties and amendment of this agreement.
- 5.2) An organization or person may be approved as an Affiliate Member upon a majority vote of the Commissioners.

# ARTICLE 6.

# Powers and Duties of the Commission

- 6.1) The powers and duties of the Commission shall include, but not be limited to, the powers set forth in this article.
- 6.2) It may research and recommend to state agencies and the legislature funding strategies and priorities for transportation and transit improvements along and around the Corridor.
- 6.3) It may research and implement travel demand management strategies, develop model ordinances and recommend joint action on such strategies and ordinances by the Parties.
- 6.4) It may research and make recommendations to the Parties regarding other matters related to the Commission's purpose.

- 6.5) It may cooperate with Affiliate Members and relevant groups to further the objectives of the Commission. It may consult with, and assist, Affiliate Members and relevant groups to facilitate travel demand management strategies and programs throughout the Corridor.
- 6.6) It may cooperate with the Metropolitan Council, Metro Transit, opt-out transit system and other transit related organizations to develop Corridor related transit operation plans.
- 6.7) It may monitor land use development, traffic volumes and travel characteristics in the Corridor.
- 6.8) It may, with consent of the city council of each Party, update transportation or transit studies and expand them as necessary.
- 6.9) It may consult with persons knowledgeable in transportation, including, but not limited to, research organizations, educational institutions, other political subdivisions, municipal organizations, regulatory organizations, technical experts, and any other persons who can provide assistance concerning mobility improvements, implementation of transportation and transit studies within the Corridor and otherwise assist in meeting the objectives of the Commission.
- 6.10) It may accept donations to further the mission of the Commission, apply for and use federal, state, local or private grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.
- 6.11) It may employ staff whose duties shall be to administer and implement policies as established by the Commission.
- 6.12) An independent audit of the books of the Commission shall be made every three years with an accountant review in the intervening years. An annual financial accounting and report shall be made in writing to the Parties. The Commission's financial records shall be available for and open to the examination by the Parties at all reasonable times.
- 6.13) It may enter into such contracts or entities, public or private, to carry out the purposes of the Commission. Contracts let and purchases made under this agreement shall conform to the requirements applicable to contracts and purchases of its Parties.
- 6.14) The Commission shall at all times have in effect financial management policies and procedures which may be amended from time to time by the Commissioners constituting a majority of the Parties to the Agreement.

# ARTICLE 7.

# Commissioners

7.1) The Commission shall consist of up to two Commissioners from each Party. Each Commissioner shall have one vote. The Council of each Party shall appoint its two Commissioners and

Alternate. Commissioners shall serve without compensation from the Commission. The Commission's Secretary shall obtain from each Party confirmation of the Commissioners and Alternate appointed by each Party.

- 7.2) The term of each Commissioner and Alternate shall commence upon appointment and shall continue until a successor is appointed and assumes his or her responsibilities. The Commissioners and Alternates shall serve at the pleasure of the Council appointing them. A Commissioner or Alternate may resign by giving notice of resignation to the Commission's Chair.
- 7.3) A Commissioner who will be absent from a meeting shall be responsible for notifying the Alternate of meetings which the Alternate should attend. In the absence of a Commissioner, the Alternate shall have all the rights and responsibilities of the Commissioner, except that no Alternate may be or act as an Officer of the Commission.
- 7.4) There shall be no voting by proxy. All votes at a Commission meeting must be cast by a Commissioner or an Alternate voting in place of an absent Commissioner.
  - 7.5) A majority of the Commissioners shall constitute a quorum.
- 7.6) A vacancy on the Commission shall be filled by the Council of the Party whose position on the Commission is vacant.
- 7.7) The Commission may choose by majority vote to designate additional Affiliate Members. These members may participate in discussions of the Commission but may not vote. In addition, these members shall be sent notices of all meetings, but a failure to notify these members shall not invalidate any action. Affiliate Members may be excluded from lawfully closed meetings of the Commission. The Commission may further define the role of Affiliate Members and may establish different requirements for each Affiliate Member.
- 7.8) A Commissioner that is an employee of a Party remains an employee of the appointing Party while serving as a Commissioner and is not an employee of the Commission.
  - 7.9) Commissioners are not employees of the Commission.

# ARTICLE 8.

# **Meetings**

- 8.1) The Commission shall meet at least quarterly on a schedule determined by the Commission.
- 8.2) Special meetings of the Commission may be called (a) by the Chair or (b) upon written request of a majority of the Commissioners. A minimum of three (3) days' written notice of special meetings shall be given to the Commissioners.

- 8.3) The affirmative vote of a majority of the Commissioners present at the meetings shall be required for the adoption of any resolution, or for the approval or authorization of any Commission action. However, no resolution shall be adopted and no other action approved or authorized unless a quorum is present at the time of the vote.
- 8.4) All meetings shall be open to the public except where a closed meeting is allowed or required under Minnesota Statutes.

# ARTICLE 9.

# Officers

- Number, Election, Qualifications. The Officers of the Commission shall consist of a 9.1) Chair, a Vice Chair, Secretary, and Treasurer. A Party may not have more than one of its Commissioners serve as an Officer at any time except for the Secretary. Each Officer shall be an elected official. Officers will be elected bi-annually by the Commission. Officers may be elected at a regular or special meeting of the Commission, but in any event, a notice that Officers will be elected at the meeting shall be given to all Commissioners at least five (5) days before the meeting. The term of each Officer shall commence upon the Officer's election and shall continue until his or her successor is elected or, if sooner, until the Officer's death, resignation or removal. The Commission may remove an Officer at any time with or without cause. The Commission may appoint the Executive Director as Secretary. Any Commissioner may serve as Secretary including those who are not elected officials.
- 9.2) <u>Chair</u>, <u>Vice Chair</u>. The Chair shall preside at all meetings of the Commission and shall perform all duties incident to the office of Chair and such other duties as may be delegated by the Commission. The Vice Chair shall act as chair in the absence of the Chair.
- 9.3) Secretary. The Secretary shall maintain the roster of all Commissioners, Alternates, and Affiliate Members. The Secretary shall be responsible for keeping a record of all the proceedings of the Commission and shall serve as the Responsible Authority of the Commission for the purposes of the Minnesota Government Data Practices Act. The Secretary shall send written notice of meetings and material pertaining to agenda items to each Commissioner. Unless also a Commissioner, the Secretary shall not be a voting member of the Commission.
- 9.4) Treasurer. The Treasurer shall oversee the Commission's funds. The Commission shall pay its bills, keep its financial records, and generally conduct its financial affairs in accordance with its adopted Financial Management Policies and Procedures. The Treasurer will review financial books and records on a regular basis to determine that all laws relating to financial matters are observed and that the Financial Management Policies and Procedures are followed. Strict accountability of all funds and report of all receipts and disbursements shall be provided for.

9.5) Other Officers. The Commission may appoint such other Officers as it deems necessary. All such Officers shall be Commissioners.

# ARTICLE 10.

# **Employees**

- 10.1) The Commission may employ an Executive Director. The Executive Director shall supervise staff.
- 10.2) The compensation, benefits and other remuneration of Commission staff shall be established by the Commission.
- 10.3 The Commission shall supervise the Executive Director. The Commissioners constituting a majority of the Parties to the Agreement must vote to hire or fire the Executive Director.

# ARTICLE 11.

# Withdrawal

- 11.1) <u>Withdrawal</u> Any Party may withdraw from the Commission effective January 1 of any year by giving written notice to the Commission Chair and every other Party prior to October 1 of the preceding year. The notice shall be accompanied by a certified copy of a resolution of the Party's Council stating its decision to withdraw from the Commission.
- 11.2 <u>Financial Effect of Withdrawal</u> A Party that withdraws from this Commission shall not be entitled to a refund in whole or in part, for any contribution made to the Commission by the withdrawing Party and shall remain liable for its contribution for any year beginning before the date of its withdrawal.

# ARTICLE 12.

# **Amendments**

This Agreement may be amended only by written amendment entered into by all of the Parties of this Agreement in the same manner as this Agreement is entered into pursuant to Article 5 hereof.

# **ARTICLE 13.**

# Dissolution

- 13.1) <u>Dissolution</u> The Commission may be dissolved by written agreement signed by all of the Parties who are then members of the Commission.
- 13.2) <u>Distribution of Assets</u> Upon dissolution of the Commission, all remaining assets of the Commission, after payment of all obligations, shall be distributed among the Parties that are members of

the Commission as of the date of dissolution, in proportion to their contributions for the year in which the dissolution occurs. The Commission shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs, but for no other purposes.

# ARTICLE 14.

# <u>Insurance</u>

- 14.1) Liability Insurance: The Commission shall maintain liability coverage with the League of Minnesota Cities Insurance Trust with a minimum limit equal to or greater than maximum municipal liability tort limit in Minnesota Statutes, section 466.04, Subd. 1, under standard LMCIT liability coverage forms.
- 14.2) Workers' Compensation Insurance: The Commission, rather than the individual Parties, shall secure Workers' Compensation coverage for any employees hired by the Commission.

# ARTICLE 15.

# Liability

- The Commission is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- The Commission shall defend and indemnify the Parties, and their Officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Commission in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, section 466.04.
- Nothing herein shall be construed to provide insurance coverage or indemnification to an Officer, employee, or volunteer of any Member for any act or omission for which the Officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity," and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, Subd. 1a(a), and provided further that for the purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another Party. The Parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties.

# ARTICLE 16.

# **Financial Matters**

- The Commission funds may be expended by the Commission in accordance with the procedures established under the Minnesota Municipal Contracting Law, Minn. Stat. section 471.345 and Minn. Stat. section 412.311, as if any one Party were acting. The contract value amounts in those laws for each Party may not be aggregated. Legal instruments other than checks shall be executed after Commission approval, by the Executive Director and an Officer.
- The financial contributions of the Parties in support of other Commission functions shall be per capita. Each of the Parties shall pay to the Commission an amount as annually approved by the Parties.
- 16.3) A proposed budget and recommended financial contributions of the Parties shall be formulated by the Commission and submitted to the Parties on or before August 1 of each calendar year. By September 2 of each calendar year, the Council of each Party shall approve, modify, or reject the proposed Commission budget and the Party's financial contribution and give notice of its action to the Commission. The budget shall be deemed approved by a Party in the absence of action by September 1. Final action adopting a budget for the ensuing calendar year shall be taken by the Commission on or before September 15 of each year.
- The Parties shall make their financial contributions to the Commission on an annual basis.
- Any Party may inspect and copy the Commission's financial books and records at any 16.5) and all reasonable times. All financial books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota statutory cities.

IN WITNESS WHEREOF, each undersigned municipality has caused this Agreement to be signed on its behalf on the date indicated below.

	CITY OF BLOOMINGTON
Dated:	Ву:
	Its Mayor
Dated:	By:  Its Manager
	CITY OF EDEN PRAIRIE
Dated:	By:
	Its Mayor
Dated:	By: Its Manager
	CITY OF EDINA
Dated:	By:
	Its Mayor
Dated:	By:  Its Manager
	CITY OF MINNETONKA
D. I	
Dated:	By:  Its Mayor
Dated:	By:
	Its Manager

	CITY OF RICHFIELD
Dated:	By:
	Its Mayor
Dated:	By:
	Its Manager

3.J.



# STAFF REPORT NO. 10 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Taylor Burandt, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

1/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/2/2018

# ITEM FOR COUNCIL CONSIDERATION:

Consideration of an agreement and resolution authorizing the Minnesota Department of Transportation to act as the City's agent in accepting federal aid in connection with transportation projects.

# **EXECUTIVE SUMMARY:**

The agreement is a part of Minnesota Department of Transportation's (MnDOT) agency delegated contracting process which began in 2003. This is a standard agreement which allows MnDOT to accept federal aid on behalf of the City of Richfield; accepting designations for receipt and disbursement. This agreement is intended to cover all future federally funded projects that the City is awarded funds until revisions are needed to the agreement. The new agreement is required due to Federal language changes.

# **RECOMMENDED ACTION:**

# By Motion:

- 1. Approve the agreement allowing the Minnesota Department of Transportation to act as the City's agent in accepting federal funds in connection with transportation related construction projects.
- 2. Adopt the resolution regarding the agreement.

# **BASIS OF RECOMMENDATION:**

# A. HISTORICAL CONTEXT

This agreement supersedes the previous agreement approved by City Council on April 8, 2003.

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

 Minnesota State Statute 161.36 allows MnDOT to act as the agent in accepting federal funds on the City's behalf for the construction, improvement, or enhancement of transportation financed in full or in part by the Federal Highway Administration.

## C. CRITICAL TIMING ISSUES:

The agreement needs to be executed in order to receive federal funds for future transportation related projects.

# D. **FINANCIAL IMPACT**:

None.

# E. **LEGAL CONSIDERATION:**

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

# **ALTERNATIVE RECOMMENDATION(S):**

None.

# PRINCIPAL PARTIES EXPECTED AT MEETING:

# **ATTACHMENTS:**

Description Type

□ Agreement Contract/Agreement

Resolution Resolution Letter



# STATE OF MINNESOTA AGENCY AGREEMENT

for

### FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Richfield ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

### **RECITALS**

- 1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
  - 2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
    - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
    - 2.2. This agreement supersedes agreement number old (99916)
    - 2.3. This project is for construction not research and development.
    - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

# **AGREEMENT TERMS**

# 1. Term of Agreement

1.1. Effective Date. This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99916.

# 2. Local Government's Duties

2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

### 2.2. Staffing.

2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or coprincipal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
  - 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization without permission will not be eligible for federal reimbursement.
  - 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
  - 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
  - 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
  - 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
  - 2.3.6. The Local Government will receive and open bids.
  - 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
  - 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.

# 2.4. Contract Administration.

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government.

  Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

### 2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

- 2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.
- 2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

# 3.2. Project Activities.

- 3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
- 3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
- 3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.
- 3.2.4. MnDOT will provide the required labor postings.
- 3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
- 3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. Time

- 4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). No work completed after the end date will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the end date.

# 5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

- expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. Indirect Cost Rate Proposal/Cost Allocation Plan. If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. Closeout. The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the end date of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
- **6. Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

# 7. Authorized Representatives

7.1. MnDOT's Authorized Representative is:

Name: Mitchell Rasmussen, or his successor.

Title: State Aid Engineer Phone: 651-366-4831

Email: Mitch.rasmussen@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Jeff Pearson or his/her successor.

Title: Richfield City Engineer

Phone: 612-861-9791

Email: jpearson@richfieldmn.gov

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

### 8. Assignment Amendments, Waiver, and Agreement Complete

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT 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 amendments 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 and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

# 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. Claims. The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.
- 11. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 the Local Government or MnDOT.
- 12. Workers Compensation. The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
- 13. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:
  - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
  - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
  - 18.1. Remedies. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - 18.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - 18.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - 18.4. Davis-Bacon Act, as amended. (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - 18.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. Byrd Anti-Lobbying Amendment. (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. Procurement of Recovered Materials. See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

# 18.13. Federal Funding Accountability and Transparency Act (FFATA).

- 18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.
  - a. Reporting of Total Compensation of the Local Government's Executives.
  - b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
    - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm.">http://www.sec.gov/answers/execomp.htm.</a>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <a href="http://fedgov.dnb.com/webform/">http://fedgov.dnb.com/webform/</a>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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ent certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

Title:
Date:
Ву:
Title:
Date:

# **DEPARTMENT OF TRANSPORTATION**

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	Date:
C	COMMISSIONER OF ADMINISTRATION
В	Зу:
	Date:

<b>RESOL</b>	UTION	NO.	

# RESOLUTION AUTHORIZING AGREEMENT NO. 1029995 BETWEEN THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE CITY OF RICHFIELD FOR THE AGENCY DELEGATED CONTRACTING PROCESS REGARDING FEDERAL FUNDS FOR TRANSPORTATION RELATED PROJECTS

**WHEREAS**, The City of Richfield has and anticipates use of federal funds for the construction, improvement, or enhancement of transportation projects; and

**WHEREAS**, The Minnesota Department of Transportation (MnDOT) will act as the City's agent in accepting federal aid for transportation related projects.

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

Pursuant to Minnesota State Statute Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Richfield to accept its agent, federal aid funds which may be made available for eligible transportation related projects

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

The Mayor and the City Manager are hereby authorized and directed for and on behalf of the City of Richfield to execute and enter in an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1029995," a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of the City of Richfield, Minnesota, this 9th day of January, 2018.

	Pat Elliott, Mayor	
ATTEST:		
	<u>_</u>	
Elizabeth VanHoose, City Clerk		

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.K.



# STAFF REPORT NO. 11 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

1/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/2/2018

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution appointing Janell Stacey to the Richfield Tourism Promotion Board to complete a three-year term ending December 31, 2018 or until a successor is chosen, whichever is later.

#### **EXECUTIVE SUMMARY:**

On June 25, 1990 the City Council approved an ordinance to levy a 3% tax on gross receipts of lodging from Richfield Hotels and Motels pursuant to Minnesota Statutes. The establishment of the Richfield Tourism Promotion Board, Inc. (RTPB) and the appointment of directors was also a part of the resolution. Currently, there are five director positions on the RTPB. The term of each appointment is for three years.

The current appointments to the RTPB and the ending dates of their terms are as follows:

- 1. Gordon Vizecky, representing the Richfield Chamber of Commerce, term ending on December 31, 2019.
- 2. Raj Bhakta, General Manager of Baymont Suites, term ending December 31, 2018.
- 3. Adam Selby, General Manager of Four Points by Sheraton, term ending December 31, 2018.
- 4. Vacant, Representative of Candlewood Suites.
- 5. Vacant, Representative of Motel 6.

Janell Stacey, Director of Sales of the Candlewood Suites, has over 16 years of hotel sales experience from selling resorts, to convention, boutique, historic, and now extended stay hotels with Candlewood Suites. She has a background in marketing and advertising and has worked in Minneapolis, St. Paul, and now Richfield.

#### **RECOMMENDED ACTION:**

By motion: Adopt a resolution appointing Janell Stacey to the Richfield Tourism Promotion Board, Inc. to complete a three-year term ending December 31, 2018 or until a successor is chosen, whichever is later.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

• This information is contained in the Executive Summary.

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

- The City Council has the authority to make appointments to the RTPB.
- The RTPB has typically included a representative from each of the hotel properties and a member of the Richfield Chamber of Commerce.

#### C. CRITICAL TIMING ISSUES:

• The Candlewood Suites position on the RTPB is now vacant so the appointment of the Director of Sales should be made as soon as possible.

#### D. FINANCIAL IMPACT:

• There is no cost to the City.

#### E. **LEGAL CONSIDERATION:**

• The appointment conforms to City ordinance and bylaws of the RTPB.

#### **ALTERNATIVE RECOMMENDATION(S):**

- The City Council could decide not to make this appointment to the RTPB.
- The City Council could choose to review this matter at a future date.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

#### **ATTACHMENTS:**

Description Type

Resolution Resolution Letter

#### **RESOLUTION NO.**

## RESOLUTION APPOINTING A REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE RICHFIELD TOURISM PROMOTION BOARD, INC.

**WHEREAS**, the City of Richfield has levied a 3% tax on the gross receipts of lodging from hotels and motels in the City pursuant to Minnesota Statute Section 169.190; and

**WHEREAS**, Minnesota Statute Section 169.190 authorizes the proceeds of the tax to fund a Tourism Promotion Board for the purpose of marketing and promoting the City as a tourist or convention center; and

**WHEREAS**, the articles and bylaws of the Richfield Tourism Promotion Board, Inc. provide the City Council of the City of Richfield appoint five (5) directors to the Board representing the Richfield hotel-motel properties and the Richfield Chamber of Commerce; and

**WHEREAS**, each director shall serve as a director until his or her successor has been appointed and has qualified, or until his or her earlier disqualification, death, resignation, or removal; and

**WHEREAS**, the term of the following hotel representative has been vacant and a new representative has indicated a desire to be appointed to the Richfield Tourism Promotion Board:

• Janell Stacey, Director of Sales of Candlewood Suites

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Richfield, Minnesota, that the Richfield Tourism Promotion Board directors be modified as follows:

Appoint the following hotel representative to the Richfield Tourism Promotion Board to complete a three-year term:

• **Janell Stacey**, Director of Sales of Candlewood Suites, term ending December 31, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of January, 2018.

	Pat Elliott, Mayor	
ATTEST:		
Elizabeth VanHoose, City Clerk		

AGENDA SECTION: AGENDA ITEM# **PUBLIC HEARINGS** 

5.



### STAFF REPORT NO. 12 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

1/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/3/2018

#### ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of the approval of new On-Sale Wine and 3.2 Percent Malt Liquor licenses, with outside services, for LRFC, LLC d/b/a Local Roots Food & Coffee located at 817 66th Street East.

#### **EXECUTIVE SUMMARY:**

On September 26, 2017, the City received the application materials for new On-Sale Wine and 3.2 Percent Malt Liquor licenses, with outside service, for LRFC, LLC d/b/a Local Roots Food & Coffee located at 817 66th Street East.

Local Roots Food & Coffee is a new addition to the City of Richfield that will be occupying the space previously held by Richfield Floral.

All required information and documents have been received. All licensing fees have been paid.

The Public Safety background investigation has been completed. The results of the investigation are summarized in an attachment to this report. The Public Safety Director has reviewed the background investigation report. There is nothing in the report that would cause the Public Safety Director to recommend denial of the requested licenses.

#### **RECOMMENDED ACTION:**

Conduct and close the public hearing and by motion: Approve the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses, with outside service, for LRFC, LLC d/b/a Local Roots Food & Coffee located at 817 66th Street East.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- The applicant has satisfied the following requirements for issuance of licenses:
  - The required license fees have been paid.
  - Real estate taxes are current.
  - Proof of commercial and liquor liability insurance have been received showing The Travelers Indemnity Company as affording coverage.

- As a result of this being a new request for On-Sale Wine and 3.2 Percent Malt Liquor licenses, with outside service, there is no need for an accountant's statement regarding food/alcohol ratio.
- As stated in the Executive Summary, the Public Safety Director has reviewed the background information and sees no basis for denial.
- On-Sale Wine and 3.2 Percent Malt Liquor licenses, with outside services, require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.
- There are no distance requirements to notify neighbors of the issuance of On-Sale Wine and 3.2 Percent Malt Liquor licenses.
- The Notice of Public Hearing was published in the Richfield Sun Current on December 28, 2017.

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

 Richfield City Code Section 1202 requires owners of On-Sale Wine and 3.2 Percent Malt Liquor license establishments to comply with all the provisions of both City Code and State Statutes.

#### C. CRITICAL TIMING ISSUES:

There are no critical timing issues.

#### D. **FINANCIAL IMPACT**:

Licensing fees have been received.

#### E. LEGAL CONSIDERATION:

The requirements of Resolution No. 9511 must be met, which outlines the discipline they can
expect if any on-going problems occur. A copy of this resolution has been given to the owners of
the establishment.

#### **ALTERNATIVE RECOMMENDATION(S):**

- The Council could decide to deny the requested licenses, which would mean the current applicants would not be able to serve On-Sale Wine and 3.2 Percent Malt Liquor; however, Public Safety has found no basis to deny the license.
- Schedule the hearing for another date; however, this will delay the licensing process.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

Courtney Norgaard - President/On Premise Manager

#### **ATTACHMENTS:**

Description Type

Local Roots Food & Coffee- Background Summary Cover Memo

## SUMMARY OF BACKGROUND INVESTIGATION FOR LRFC, LLC D/B/A LOCAL ROOTS FOOD & COFFEE

#### Officers:

Courtney Norgaard – President Marcus Hampton – Vice President

#### **Criminal Histories:**

Criminal history checks were conducted on the applicants. Courtney Norgaard who is the President and is also serving as the On-Premise Manager only shows minor traffic violations. Marcus Hampton shows minor traffic violations and a Gross Misdemeanor DWI conviction in 2003.

The applicants showed no convictions that would prevent them from holding or being party to a liquor license.

#### Premises:

The applicants have provided a copy of the rental agreement showing Arrangements Unlimited holding financial interest as lessor of the property.

#### Record of Service Calls:

Being this is a new business, there are no records of service calls.

#### Violations:

Being this is a new business, there are no violations for sale of alcohol to underage youth.

#### Routine Information:

On sale Wine and 3.2 Percent Malt liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of On Sale Wine and 3.2 Percent Malt Liquor licenses.

The notice of Public Hearing was published in the Richfield Sun Current on December 28, 2017.

AGENDA SECTION: AGENDA ITEM# PUBLIC HEARINGS

6.



# STAFF REPORT NO. 13 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director

1/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/2/2018

#### ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of an appeal to the Board of Adjustments and Appeals regarding the Planning Commission's denial of a variance to reduce setback requirements for a garage at 6400 Pillsbury Avenue.

#### **EXECUTIVE SUMMARY:**

In summer of 2017, City staff became aware of a newly built garage at 6400 Pillsbury Avenue, a single-family residential property on a corner lot. Despite several conversations and site visits with City staff prior to construction, the property owner (Mr. Emery) built the garage without acquiring the necessary building permits from the Inspections Division. Planning staff first discussed garage and driveway regulations with the Mr. Emery in April 2015. Planning staff again discussed regulations with Mr. Emery in January 2016, and informed him that a 3-foot setback was not allowed without a variance. The Building Official met with Mr. Emery in March 2016 to discuss Building Code and Zoning Code requirements, including setbacks. A demolition permit was issued on May 6, 2016 for removal of the old garage. However, Mr. Emery never applied for a building permit for construction of the new garage. Upon discovery of the new garage in summer 2017, the Inspections Division issued a violation notice to Mr. Emery on August 31, 2017. After receiving the notice, Mr. Emery submitted a variance application on October 6, 2017. The violation notice and variance application are included as attachments to this report.

The garage does not meet the setback requirements specified in the Zoning Code. On corner lots, the side setback requirement for detached garages is 12 feet. The intent of the street side setback requirement is to maintain a consistent aesthetic throughout the community. Street side setbacks are larger than interior side setbacks because this side of the property faces the public street and functions more like a secondary front yard. The previous garage on the property was set back just 6 feet from the lot line. There is a provision in the Zoning Code that allows for the expansion of existing structures with nonconforming setbacks. Under this provision, Mr. Emery could have built a new, larger garage of this size, as long as the existing 6-foot setback was maintained. In meetings with City staff, Mr. Emery was made aware of this allowance. There is no provision in the Zoning Code that would allow a reduction of the setback to 3 feet, aside from requesting a variance.

There are six criteria that must be met in order to grant a variance. Staff has recommended denial of the variance based on a failure to meet all of the requirements. Specifically, strict enforcement of the setback requirement would not cause a practical difficulty that would prevent the property owner from using the property in a reasonable manner. A generous two-car garage is 28 ft. wide x 24 ft. deep. Mr. Emery has constructed a 36-foot wide garage without permits and in the setback when he could have legally built a 33-foot wide garage or removed a tree from the property to allow the garage to meet setback requirements. Further, there are no unique circumstances that apply to the property that do not apply generally to other corner properties in the single-family residential district or in the vicinity. And finally, the circumstances that create the necessity for a variance cannot have been created by the property owner. Mr. Emery constructed the garage in the current location despite having known that it was not permitted.

On November 27, 2017, the Planning Commission held a public hearing and voted (4-2) to deny the variance, finding that the request does not meet the necessary requirements. The City Council, serving as the Board of Adjustments and Appeals, may hear and decide appeals of any decision made final by the Planning Commission.

If this variance appeal were to be denied (as recommended), then the property owner would need to modify the structure in a manner that complies with the zoning ordinance.

#### **RECOMMENDED ACTION:**

Conduct and close a public hearing and by motion: Adopt a resolution denying an appeal from the decision of the Planning Commission and affirming the Planning Commission's decision to deny a variance to reduce setback requirements for a garage at 6400 Pillsbury Avenue.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

See Executive Summary.

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

The property at 6400 Pillsbury Avenue is zoned Single Family Residential (R). Building setbacks are regulated by Zoning Code Subsection 514.13, Subdivision 2. The corner side lot line of a property is a lot line that abuts a public street, that is not the front lot line. The corner side setback requirement for accessory buildings is 12 feet.

The previous garage on the property was set back 6 feet from the corner side lot line. Subsection 509.25, Subdivision 5 regulates enlargement of nonconforming structures. This section would have allowed the property owner to construct a larger garage on the existing 6-foot setback, but the setback cannot be reduced below 6 feet without a variance. The applicant is requesting a variance to reduce this requirement to 3 feet.

The findings necessary to approve or deny a variance are as follows (Subsection 547.11):

- 1. There are "practical difficulties" that prevent the property owner from using the property in a reasonable manner. Strict enforcement of the Zoning Code subsection listed above would not cause a practical difficulty. The property owner could have either built the garage 3 feet narrower (33 feet wide instead of 36 feet wide), or removed a tree from the property to allow the garage to meet setback requirements. Economic considerations alone do not qualify as a practical difficulty. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems, etc.
- 2. There are unusual or unique circumstances that apply to the property which were not created by the applicant and do not apply generally to other properties in the same zone or vicinity, and such circumstances were not created by any persons presently having an interest in the property. No

unique circumstances apply to the property that do not apply generally to other corner properties in the single-family residential district or in the vicinity. Mr. Emery has created his present circumstances by failing to comply with known regulations.

- 3. The variance would not alter the character of the neighborhood or the locality. Granting a variance to allow the garage to be set back 3 feet from the corner side lot line will not alter the character of the neighborhood.
- 4. The variance is the minimum necessary to alleviate the practical difficulty. The variance requested is the not the minimum necessary to allow a significantly larger garage than the previous garage. The property owner could have built the garage 3 feet narrower to allow the garage to meet setback requirements. No practical difficulty exists.
- 5. The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan. The variance requested is not in harmony with the intent of the zoning ordinance. The intent of the street side setback requirement is to maintain a consistent aesthetic throughout the community. Street side setbacks are larger than interior side setbacks because this side of the property also functions like a secondary front yard. The Zoning Code does allow for significant reduction of this requirement for existing conditions.

In accordance with these findings, on November 27, 2017 the Planning Commission denied the variance application. The Board of Adjustments and Appeals is established pursuant to City Code Section 547.05 and Minnesota Statutes Section 462.354. The City Council serves as the Board of Adjustments and Appeals to hear and decide appeals of any decision made final by the Planning Commission.

#### C. CRITICAL TIMING ISSUES:

 60-DAY RULE: The 60-day clock 'started' when a complete application was received on November 28, 2017. A decision is required by January 27, 2018 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:

• There is no financial impact to the City.

#### E. **LEGAL CONSIDERATION:**

• Notice of this public hearing was published in the *Richfield Sun Current* newspaper on December 28, 2017 and mailed to properties within 350 feet of the site on December 26, 2017.

T. 100

#### **ALTERNATIVE RECOMMENDATION(S):**

None

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

Ward Emery, applicant

Description

#### **ATTACHMENTS:**

	Description	туре
D	Resolution	Resolution Letter
D	Property Surveys and Aerial Photos	Backup Material
D	Violation Notice 8/31/17	Backup Material
D	Variance Application & Petition	Backup Material
D	Planning Commission Resolution & Minutes 112717	Backup Material
D	MN Statutes 462.354	Ordinance

#### **RESOLUTION NO.**

# RESOLUTION DENYING AN APPEAL FROM THE DECISION OF THE PLANNING COMMISSION AND AFFIRMING THE PLANNING COMMISSION'S DECISION TO DENY A VARIANCE TO REDUCE SETBACK REQUIREMENTS FOR A GARAGE AT 6400 PILLSBURY AVENUE

**WHEREAS**, an application was filed with the City of Richfield requesting approval of a variance on the parcel of land commonly known as 6400 Pillsbury Avenue (the "property") and legally described as:

Lot 1, Block 5, Rearrangement of Nicollet Homes 2nd Addition, Hennepin County, Minnesota

**WHEREAS**, the property is located in the Single-Family Residential (R) zoning district and Richfield Zoning Code Subsection 514.13, Subdivision 2 states that the corner side setback requirement for garages is 12 feet; and

WHEREAS, the garage is set back 2.9 feet from the corner side lot line; and

**WHEREAS**, Minnesota Statutes Section 462.357, Subdivision 6, provides for the granting of variances to the literal provisions of the zoning regulations in instances where their enforcement would cause "practical difficulty" to the owners of the property under consideration; and

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing and denied the variance application at its November 27, 2017 meeting; and

**WHEREAS**, the City Council serves as the Board of Adjustments and Appeals, to hear and decide appeals of any decision made final by the Planning Commission, pursuant to Richfield Zoning Code Section 547.05 and Minnesota Statutes 462.354; and

**WHEREAS**, an application has been filed with the Board of Adjustments and Appeals requesting appeal from the decision of the Planning Commission; and

**WHEREAS**, the City Council held a public hearing for the requested appeal from the Planning Commission decision at its January 9, 2017 meeting; and

**WHEREAS**, notice of the public hearing was published in the Sun-Current and mailed to properties within 350 feet of the subject property; and

### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHFIELD, ACTING AS THE BOARD OF ADJUSTMENTS AND APPEALS, HEREBY RESOLVES AS FOLLOWS:

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above, as well as the following:

With respect to the application for a variance to the corner side setback requirement, the City Council makes the following findings:

a. Strict enforcement of Zoning Code Subsection 514.13, Subd. 2 would not cause a practical difficulty. The property owner could have either built the garage 3 feet narrower or removed a tree from the property to allow the garage to meet

- setback requirements. Economic considerations alone do not qualify as a practical difficulty.
- b. No unique circumstances apply to the property that do not apply generally to other corner properties in the single-family residential district or in the vicinity.
- d. The variance requested is the not the minimum necessary to alleviate the practical difficulty. No practical difficulty has been established as the provisions of the Zoning Code and the property dimensions would have allowed a significantly larger garage that met setback requirements.
- e. The variance requested is not in harmony with the intent of the zoning ordinance and will adversely impact the aesthetics of the community. The intent of the street side setback requirement is to maintain a consistent aesthetic throughout the community. Street side setbacks are larger than interior side setbacks because this side of the property also functions like a secondary front yard. The Zoning Code does allow for significant reduction of this requirement for existing conditions.
- 2. Based on the foregoing findings, the application for an appeal from the Planning Commission decision denying a variance to the corner side setback requirement is denied.
- 3. The applicant is ordered to bring the garage into compliance with the provisions of the Richfield Zoning Code within 180 days and to pay all required permit fees and penalties.

2018.	Adopted by the City Council of the City of Richfield, Minnesota this 9th day of Januar
	Pat Elliott, Mayor

ATTEST:	
Elizabeth VanHoose, City Clerk	

## **EXISTING CONDITION SURVEY FOR:** WARD EMERY

Legend

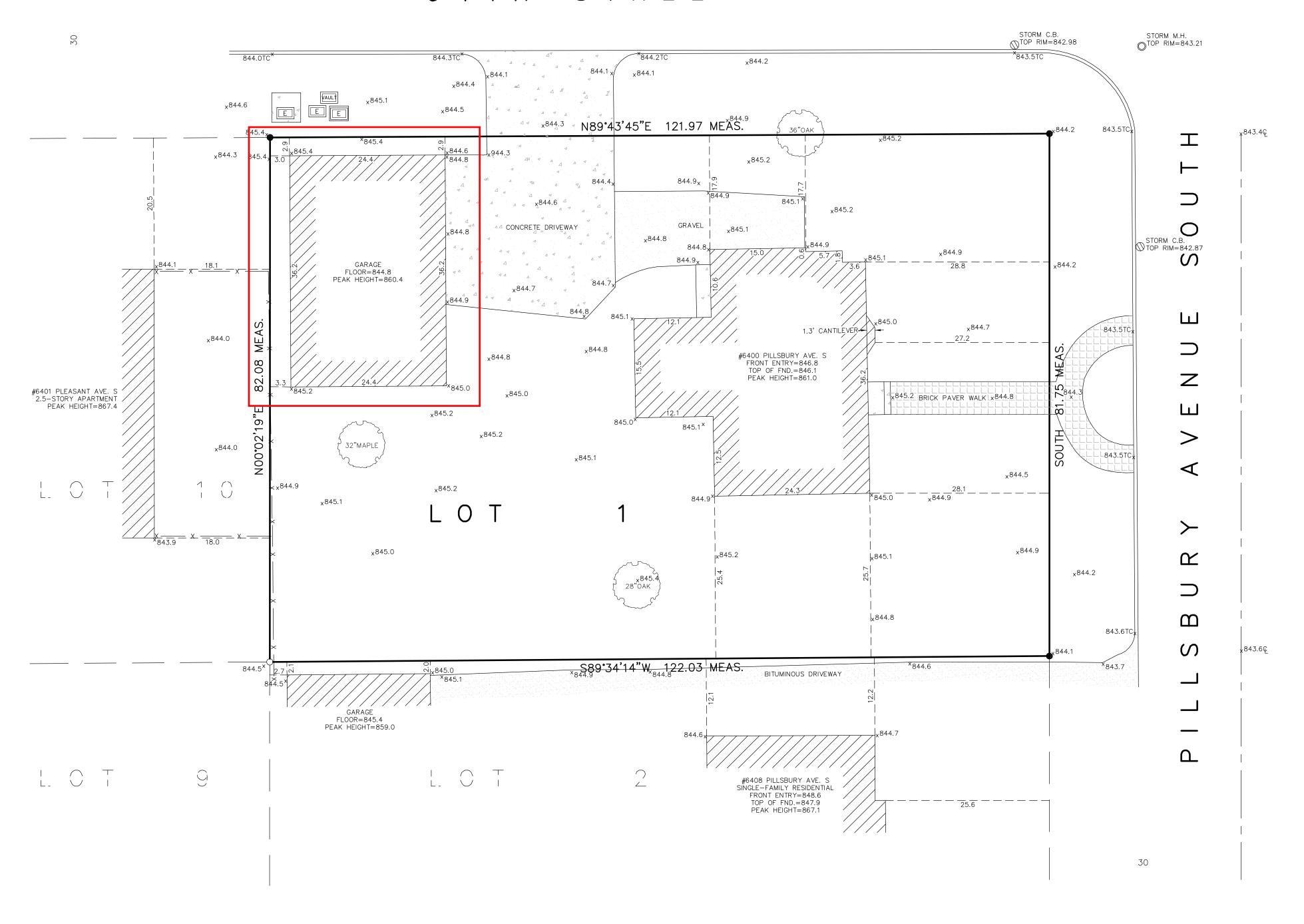
Electric/Communications Box Electric Vault Catch Basin x900.0 Existing Elevation ×900.0TC Top of Curb Elevation Found Iron Monument

Set Iron Monument Inscribed R.L.S 15230

## **NEW GARAGE**

SAN M.H. TOP RIM=843.39

## 64TH STREET WEST



LOT COVERAGE CALCULATION: Lot Area = 9,993 SF COVERAGE: House = 1,119 SF Detached Garage = 881 SF Concrete Driveway = 702 SF Walk and Stoops = 165 SF

Total = 2,867 SF = 28.7%

45% Maximum Impervious Surface

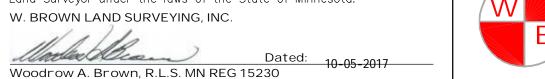
All existing building dimensions are measured to the finished siding and not the building foundation.

— No search was made for any easements.

— The location of all utilities shown are from either observed evidence in the field and/or from plans furnished by the utility companies and are approximate. Utility companies should be notified for exact location before doing any excavation.

JOB NO.	SCALE		REVISIONS	SITE ADDRESS	i
237-17	1" = 10'	DATE	REMARKS	6400 Pillsbury Ave. S	i
	DRAWN			Richfield, MN 55423	i
BOOK/PAGE	CME			PROPERTY DESCRIPTION	i
149/55				Lot 1, Block 3, REARRANGEMENT OF NICOLLET HOMES 2ND ADDITION,	i
149/00	REFERENCE			Hennepin County, Minnesota.	i
SHEET				BENCHMARK	i
				T.N.H. at the NW Quadrant of Pillbury Ave. S and 64th St. W.	i
1 of 1				Elevation = 848.40.	l

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Land Surveyor under the laws of the State of Minnesota. W. BROWN LAND SURVEYING, INC.

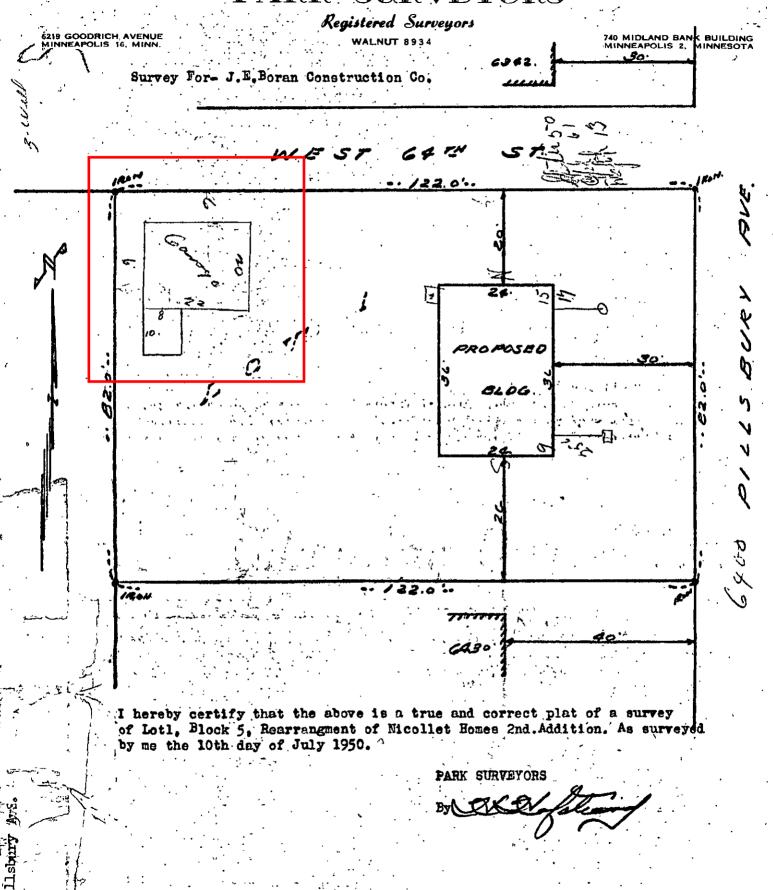




W. BROWN LAND SURVEYING, INC. 8030 Cedar Avenue So., Suite 228. Bl oomington, MN 55425 Bus: (952) 854-4055 Fax: (952) 854-4268 EMAIL: WBLANDSURVEY@AOL.COM

SCALE IN FEET

OLD GARAGE
PARK SURVEYORS



## **Aerial Imagery Comparison**





#### Community Development Inspection Division

#### NOTICE OF VIOLATION

August 31, 2017

MAYOR

PAT ELLIOTT

CITY COUNCIL

EDWINA GARCIA

MICHAEL HOWARD

MARIA REGAN GONZALEZ

SIMON TRAUTMANN

CITY MANAGER

STEVEN DEVICH

Ward Emery 6400 Pillsbury Ave S Richfield, MN 55423

Subject: New Garage

Dear Mr. Emery,

It has come to my attention that you have constructed a new detached garage on your property which is in violation of MN Rules 1300.0140. You did not obtain a building permit as required by MN Rules 1300.0120. You did not schedule any of the required inspections for

the new garage as required by MN Rules 1300.0210. I notified you of all of these

requirements before you built the garage.

I met with you at the site on March 23, 2016 and explained the requirements for building permits and zoning requirements. You were told the side building setback is 12 feet from the street side property line per Richfield Zoning Code 514.13. I called you on August 3, 2017 to ask about the new garage and you indicated that you built the garage with about a 3 foot street side setback.

You were clearly informed of the building permit and 12 foot street side setback requirements before you began construction of the garage. There may be additional violations such as, but not limited to, the size of the garage, rear setback, exceeding lot coverage, and exceeding impervious surface. These potential violations would need to be confirmed by an inspection.

You are hereby notified that the violations must be abated by one of the following actions:

- 1. Remove the detached garage from the property. This will require a moving permit or building demolition permit.
- 2. Submit building plans with a certificate of survey and a building permit application for the new garage in compliance with the Minnesota State Building Code and Richfield Zoning Code. At a minimum, this will require the garage to be relocated on the property or part of the garage to be removed to comply with the setback requirements. You will also need to verify the construction is in compliance with the Minnesota State Building Code which will require removal of some finishes to expose the framing and sheathing for inspection.
- 3. You could apply for a variance from setback requirements (Zoning Code Section 514.13). You will need to submit the Variance Application and a certificate of survey. The survey will need to include dimensions and setbacks of all buildings, driveways, and sidewalks. However, it is unlikely that staff would recommend approval of this variance, as the required findings for issuing a variance are not met. Even if your

6400 Pillsbury 8-31-17 Page 2

setback variance is approved, you will need to submit a building permit application, plans, and inspections as indicated above because building code requirements would still be mandatory.

Please submit a written response to this letter and indicate which of the above actions you will take to bring your property in compliance and submit all applications and plans before September 8, 2017. The violations must be corrected by November 1, 2017. I have enclosed handouts for a detached garage and variance information, and a variance application. Please call if you have any questions at 612-861-9862 or email at RRegnier@richfieldmn.gov.

Sincerely

Richard Regnier Chief Building Official

Copy: John Stark, Community Development Director

Mary Tietjen, City Attorney

### **Variance Application**



612-861-9760

#### Provide the Following Information on the Requested Variance:

1. What is the variance being requested? Describe why the proposal requires a variance.

Requesting a variance for the setback requirement between the street and the structure to be reduced. This allows for a large mature tree on the property to be maintained on the property and provides for a greater separation between my property and the commercial property behind it. In discussions with the building official on the site, and review of the planned construction, this solution was deemed acceptable with no negative impact, especially given the way the original garage was situated on the property.

- 2. Answer the following four questions as they apply to your request.
  - a) Is there a practical difficulty present which denies a reasonable use of the property? (explain)

Without variance approval, the removal of a large healthy tree would be required. In addition, this plan increases the greenscape on the property and reduces hardscape as well as provides greater separation between the adjacent commercial property.

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

The commercial property behind my property, and the way in which it is situated, can not be changed. This solution provides greater security for my property and improves the separation between the two parcels of land for both parties.

c) Will the variance, if granted, result in an adverse impact on surrounding properties or alter the character of the building or neighborhood? (explain)

No. In fact, this will be an improvement. The previous garage was in disrepair and structurally undsound. This will increase the property value as well as the property values of the nearby residents. The new garage will be more secure as well. I have obtained signatures of many of the neighbors and attached for reference.

### **Variance Application**



d) Is the variance consistent with the purpose and intent of the rule from which a variance is being requested? (explain)

Yes. I met with a building official with the city of Richfield to discuss the plans and confirm there would be no concerns or conflicts with the neighborhood or infrastructure of the city. The original garage was also situated outside the limits of the required setback and was not an issue or concern when I purchased the property in 2014.

#### **Variance Petition**



Applicant: Mard Emery

Address: 16400 Pillsbury Ave. So.

I am Requesting a Variance to Allow:
for my garage to be 3ft, off the property line us the
loft the original garage was and 15ft required by the
city. This request is in an effort to separate my
residence from the commercial property behind me.

#### I AM IN FAVOR OF THE PROPOSED VARIANCE:

*Signature (property owners only)	Address (please print clearly)
Malile of	6345 P1115bury Aves.
Zec Zelelbery	6409 PLUSBURRY AUS
Say A State of	6342 Pillsbury Ave S.
Clerk Clark	6414 Pillsbury Ave S.
Hin y Oul	6414 pillsbury Ane S
Yest Coles	6342 Pillsbury Aves.
Male Elms	6337 Pillsbury Ace S.
Land House	6401 Pleasantle.
Haniel Heal	6338 Pillsbury Ave 5
W. INC	6324 PILISBUTY AVES
Stow M. Mill	6318 Pillsbury Au. 5
aron Burdannel	6301 Pillsbury Au. S.
MINT	6305 Pillsbury Ave. 5.
EUDIO	6305 pillsbury AVC. S.
Jaura West	6305 Pillsbury tre S.
*Signatures may not be removed after th	e petition is submitted to the City.

#### **Variance Petition**



Applicant: Mard Emery

Address: 1 MAD PINSPAULL AND SO

Lam Requesting a Variance to Allow:
For my gavage to be 3ft of the property line is the
loft the original gavage was and 15ft required by the
city. This request is in an effort to sepawate my
residence from the commercial property behind me.

#### I AM IN FAVOR OF THE PROPOSED VARIANCE:

\*Signature (property owners only)

Address (please print clearly)

1 19 PIR 6 bony Ave S

Laterium Nurturen 6319 - Pillshung ave S.

Pamela G Justen 6325 Pillshung ave S.

Ramela G Justen 6337 Pillshung Ave S

ASA AMES 6347 Pillshung Ave S

Marion Johnson 6401-Pillshung Ave S

Marion Johnson 6401-Pillshung Ave S

Javier Ayala 6420 Pillshung Ave S

Marion Greno 6312 Pillshung Ave S

6408 Pillshung Ave S

6408 Pillshung Ave S

6407 Pullshung Ave S

6408 Pillshung Ave S

<sup>\*</sup> Signatures may not be removed after the petition is submitted to the City.

#### **RESOLUTION NO. 219**

## RESOLUTION OF THE RICHFIELD PLANNING COMMISSION DENYING A VARIANCE AT 6400 PILLSBURY AVENUE

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of a variance on the parcel of land commonly known as 6400 Pillsbury Avenue (the "property") and legally described as:

- Lot 1, Block 5, Rearrangement of Nicollet Homes 2nd Addition, Hennepin County, Minnesota
- **WHEREAS**, the property is located in the Single-Family Residential (R) district and the garage is set back 2.9 feet from the corner side lot line; and
- **WHEREAS**, Subsection 514.13, Subdivision 2 states that the corner side setback requirement for accessory garages is 12 feet; and
- **WHEREAS**, Minnesota Statutes Section 462.357, Subdivision 6, provides for the granting of variances to the literal provisions of the zoning regulations in instances where their enforcement would cause "practical difficulty" to the owners of the property under consideration; and
- **WHEREAS**, the Planning Commission of the City of Richfield held a public hearing for the requested variance at its November 27, 2017 meeting; and
- **WHEREAS**, notice of the public hearing was published in the Sun-Current and mailed to properties within 350 feet of the subject property; and
- **NOW, THEREFORE, BE IT RESOLVED**, by the Planning Commission of the City of Richfield, Minnesota, as follows:
- 1. The Planning Commission adopts as its Findings of Fact the **WHEREAS** clauses set forth above, as well as the following:
- 2. With respect to the application for a variance from the above-listed requirements, the Planning Commission makes the following findings:
  - a. Strict enforcement of the Zoning Code subsection listed above would not cause a practical difficulty. The property owner could have either built the garage 3 feet narrower or removed a tree from the property to allow the garage to meet setback requirements.
  - b. No unique circumstances apply to the property that do not apply generally to other properties in the single-family residential district or in the vicinity.
  - c. Granting a variance to allow the garage to be set back 3 feet from the corner side lot line will alter the character of the neighborhood by allowing an accessory structure significantly closer to a lot line abutting a public street than permitted by the Zoning Code.
  - d. The variance requested is the not the minimum necessary to allow a significantly larger garage than the previous garage. The property owner could have either

built the garage 3 feet narrower, or removed a tree from the property to allow the garage to meet setback requirements.

- e. The variance requested is not in harmony with the intent of the zoning ordinance and will adversely impact the aesthetics of the community.
- 3. Based on the foregoing findings, the application for a variance to the corner side setback requirement is denied.

Adopted by the Planning Commission of the City of Richfield, Minnesota this 27th day of November 2017.

ATTEST.

Secretary, Richfield Planning Commission



## **Planning Commission Minutes**

November 27, 2017

MEMBERS PRESENT: Vice Chairperson Sean Hayford Oleary, Commissioners Allysen Hoberg, Gordon

Vizecky, Dan Kitzberger, Bryan Pynn, and Susan Rosenberg

STAFF PRESENT: Melissa Poehlman, Assistant Community Development Director

OTHERS PRESENT: Ward Emery, 6400 Pillsbury Avenue

Dustin Cochart, 6342 Pillsbury Avenue

Anthony Schwendeman, 6400 Pillsbury Avenue

Javier Ayala, 6420 Pillsbury Avenue Ginny Morin, 6415 Pillsbury Avenue Brien Hall, 6945 17th Avenue

Vice Chairperson Hayford Oleary called the meeting to order at 7:00 p.m.

#### **APPROVAL OF MINUTES**

M/Vizecky, S/Rosenberg to approve the minutes of the October 23, 2017 work session and regular meeting.

Motion carried: 6-0

#### ITEM #1 APPROVAL OF AGENDA

M/Vizecky, S/Hoberg to approve the agenda.

Motion carried: 6-0

#### **OPEN FORUM**

No members of the public spoke.

#### OTHER BUSINESS

#### **ITEM #2**

#### PC Letter #12 – Election of Planning Commission Chairperson.

M/Hoberg, S/Rosenberg to elect Commissioner Hayford Oleary as Chairperson.

Motion carried: 6-0

M/Hayford Oleary, S/Rosenberg to elect Commissioner Pynn as Vice-Chairperson.

Motion carried: 6-0

#### **ITEM #3**

PC Letter #13 – Consideration of a resolution finding that the following are consistent with the Richfield Comprehensive Plan:

- 1) The modification to the Redevelopment Plan for the Richfield Redevelopment Project Area and the Tax Increment Plan for the Cedar Avenue TIF District;
- 2) The Tax Increment Financing Plan for the 2017-1 (Chamberlain) Tax Increment Financing District; and
- 3) The sale of property to Chamberlain Apartments LLC for construction of a 283 unit multi-family housing project (The Chamberlain).

Assistant Community Development Director Melissa Poehlman presented the staff report.

M/Hoberg, S/Pynn to approve the resolution.

Motion carried: 6-0

#### PUBLIC HEARING(S)

#### ITEM #4

17-VAR-09 – Consideration of a request for a variance to reduce setback requirements for a garage at 6400 Pillsbury Avenue.

Poehlman presented the staff report.

In response to a question from Commissioner Pynn, Poehlman stated that the purposes of the corner side setback requirement included visibility, aesthetics, and consistency.

Ward Emery (6400 Pillsbury Avenue) and four residents from the surrounding area spoke in favor of the variance for the garage.

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

Motion was not carried, and the public hearing remained open for additional discussion.

M/Vizecky, S/Kitzberger to close the public hearing. *Motion carried:* 6-0

Commissioner Pynn stated that approving the variance could set a precedent for other people to break the rules and ask for forgiveness later, but was inclined to support the variance regardless. Commissioner Rosenberg stated that the applicant knew the rules beforehand, and stated concern with setting precedent.

In response to a question from Commissioner Kitzberger, Poehlman stated that if the variance were denied, the applicant would have the opportunity to appeal that decision to the City Council. If the variance were denied, the garage would have to be modified or moved to comply with City Code.

M/Pynn, S/Hoberg to approve the variance application for 6400 Pillsbury Avenue. *Motion failed: 2-4 (Hayford Oleary, Vizecky, Hoberg, and Rosenberg opposed)*M/Rosenberg, S/Vizecky to deny the variance application for 6400 Pillsbury Avenue. *Motion carried: 4-2 (Hoberg and Pynn opposed)* 

#### ITEM #5

PC Letter #14 – Conduct a public hearing and consider revisions to the City's Zoning Ordinance related to construction standards to mitigate the impact of airport noise.

Assistant Community Development Director Melissa Poehlman presented the staff report.

In response to a question from Commissioner Vizecky, Poehlman stated that the ordinance was not intended to apply to accessory structures.

Brien Hall, 6945 17th Avenue, stated concern with lowering the standards for residential construction.

M/Vizecky, S/Vrieze Daniels to close the public hearing. *Motion carried:* 6-0

In response to a question from Commissioner Hoberg, Poehlman stated that these standards related purely to noise, and did not address low-frequency vibration.

M/Vizecky, S/Rosenberg to recommend approval of the ordinance amendment.

Motion carried: 6-0

#### **LIAISON REPORTS**

Community Services Advisory Commission: No report City Council: Commissioner Rosenberg – No report

HRA: Commissioner Hoberg – No report

Richfield School Board: Commissioner Kitzberger gave a recap of the election results.

Transportation Commission: Commissioner Hayford Oleary – D Line bus rapid transit update

Chamber of Commerce: Commissioner Vizecky - Holiday party Dec. 14

#### **CITY PLANNER'S REPORT**

Poehlman noted that a new Assistant Planner had been hired.

#### **ADJOURNMENT**

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

The meeting was adjourned by unanimous consent at 8:22 p.m.

Planning Commission Secretary

#### 462.354 ORGANIZATION FOR PLANNING.

Subdivision 1. **Planning agency.** A municipality may by charter or ordinance create a planning agency. A planning agency created by ordinance may be abolished by two-thirds vote of all the members of the governing body. The planning agency shall be advisory, except as other powers and duties are imposed on it by sections 462.351 to 462.364, by statute, by charter, or by ordinance consistent with the municipal charter. The planning agency may take the following alternative forms:

- (1) It may consist of a planning commission, which may or may not include municipal officials among its members. The planning commission may be provided with staff which may be a division of the administrative structure of the municipal government. The commission shall be advisory directly to the governing body.
- (2) It may consist of a planning department with a planning commission advisory to it and shall function as a department advisory to the governing body and the municipal administration. The planning department may be provided with an executive director and other staff as in the case of other municipal departments.
- Subd. 2. **Board of adjustments and appeals.** The governing body of any municipality adopting or having in effect a zoning ordinance or an official map shall provide by ordinance for a board of appeals and adjustments. The board shall have the powers set forth in section 462.357, subdivision 6 and section 462.359, subdivision 4. Except as otherwise provided by charter, the governing body may provide alternatively that there be a separate board of appeals and adjustments or that the governing body or the planning commission or a committee of the planning commission serve as the board of appeals and adjustments, and it may provide an appropriate name for the board. The board may be given such other duties as the governing body may direct.

In any municipality where the council does not serve as the board, the governing body may, except as otherwise provided by charter, provide that the decisions of the board on matters within its jurisdiction are final subject to judicial review or are final subject to appeal to the council and the right of later judicial review or are advisory to the council. Hearings by the board of appeals and adjustments shall be held within such time and upon such notice to interested parties as is provided in the ordinance establishing the board. The board shall within a reasonable time make its order deciding the matter and shall serve a copy of such order upon the appellant or petitioner by mail. Any party may appear at the hearing in person or by agent or attorney. Subject to such limitations as may be imposed by the governing body, the board may adopt rules for the conduct of proceedings before it. Such rules may include provisions for the giving of oaths to witnesses and the filing of written briefs by the parties. The board shall provide for a record of its proceedings which shall include the minutes of its meetings, its findings, and the action taken on each matter heard by it, including the final order. In any municipality in which the planning agency does not act as the board of adjustments and appeals, the board shall make no decision on an appeal or petition until the planning agency, if there is one, or a representative authorized by it has had reasonable opportunity, not to exceed 60 days, to review and report to the board of adjustments and appeals upon the appeal or petition.

**History:** 1965 c 670 s 4; 1967 c 493 s 1

- Subd. 6. **Appeals and adjustments.** Appeals to the board of appeals and adjustments may be taken by any affected person upon compliance with any reasonable conditions imposed by the zoning ordinance. The board of appeals and adjustments has the following powers with respect to the zoning ordinance:
- (1) To hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the zoning ordinance.
- (2) To hear requests for variances from the requirements of the zoning ordinance including restrictions placed on nonconformities. Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variances shall be granted for earth sheltered construction as defined in section 216C.06, subdivision 14, when in harmony with the ordinance. The board of appeals and adjustments or the governing body as the case may be, may not permit as a variance any use that is not allowed under the zoning ordinance for property in the zone where the affected person's land is located. The board or governing body as the case may be, may permit as a variance the temporary use of a one family dwelling as a two family dwelling. The board or governing body as the case may be may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

**Subdivision 1.** Establishment. The Board of Adjustments and Appeals is established and continued pursuant to Minnesota Statutes, Section 462.354.

- **Subd. 2.** Short name. The Board of Adjustments and Appeals shall be referred to as the "Board" in this Section 547.
  - Subd. 3. Council as Board. The City Council shall serve as the Board of Adjustments and Appeals.
  - **Subd. 4**. <u>Powers.</u> The Board shall have the following powers:
    - a) To hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by the Director in the interpretation or enforcement of this Code;
    - b) To hear and decide variances to the literal provisions of this Code when said variances are processed in conjunction with another planning and zoning application that requires the approval of the City Council; and
    - c) To hear and decide appeals of any decision made final by the Planning Commission.

(Amended, Bill No. 2007-7; amended, Bill No. 2014-5)

- **Subd. 5.** <u>Application.</u> Except as otherwise provided for by this Code, an application/request for an adjustment or appeal shall be made to the Director by written notice within ten (10) days of the decision.
  - **Subd. 6.** Fee. The fee for an appeal is set by Appendix D of the City Code.
- **Subd. 7.** <u>Public hearing.</u> Upon receipt of a written notice requesting an adjustment or appeal, the Board may set a time and place for a public hearing on the request. At least ten (10) days before the date of any such hearing, a notice of the hearing shall be published once in the official newspaper.
- **Subd. 8.** <u>Procedures.</u> The Director shall prepare reports and other necessary information for the Board. The Board shall make a decision regarding any matter before it by adopting findings within the time period required by State law. A copy of the Board's decision shall be served by mail upon the person requesting the adjustment or appeal.
- **Subd. 9.** Compliance. In all cases in which adjustments or appeals are granted under the provisions of this subsection, the Board may require such evidence and guarantees as it deems necessary to ensure compliance with any conditions placed upon such granting.

AGENDA SECTION:

PROPOSED ORDINANCES

AGENDA ITEM#

7



# STAFF REPORT NO. 14 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Taylor Burandt, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

1/4/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/4/2018

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a second reading of an ordinance adding City Code Section 430 pertaining to shore land management and a resolution authorizing summary publication.

#### **EXECUTIVE SUMMARY:**

The purpose of the Shore Land Management Ordinance is to implement regulations concerning the use, development, and alteration of certain shore areas in the City of Richfield in compliance with directives and requirements of Minnesota Statutes, Section 103F.221, Subd. 1. These regulations are adopted in order to protect the natural characteristics of such shore areas to prevent pollution, minimize flood damage, and manage the effects of shore area crowding and development.

A significant portion of the designated public waters within Richfield (Wood Lake, Richfield Lake, and Legion Lake) are surrounded by park land with no development possibilities. In areas where improvements on public or private lands surrounding these public waters have been proposed in the past, staff considered the Department of Natural Resources (DNR) recommendations in all reviews. This ordinance would formalize those DNR recommendations at a City level with references specific to the public waters within Richfield's jurisdiction. There are 17 total properties within the setbacks of the three lakes; however, these properties will only be held to setback requirements should they redevelop.

It is in the best interest to adhere to the DNR recommendations to ensure the wise development of shore lands of public waters and thus preserve and enhance the quality of surface waters, conserve the natural environment values, and provide for the wise utilization of waters and related land resources.

#### **RECOMMENDED ACTION:**

#### By motion:

- 1. Approve a second reading of an ordinance adding City Code Section 430 pertaining to shore land management.
- 2. Approve a resolution approving summary publication of new City Code Section 430 pertaining to shore land management.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- City Council approved the first reading of the ordinance on December 12, 2017.
- See Executive Summary for all relevant information.

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

- Minnesota Statute, Section 103F.221, Subd. 1 and rules adopted pursuant.
- Section 430 will be included under Chapter IV of Richfield City Code.
- The City Charter requires a first and second reading of ordinances.

#### C. CRITICAL TIMING ISSUES:

 Having a local shore land ordinance in place will provide regulation specific to Richfield water bodies and independent of changes at the state level, which will make reviews of proposed development and land changes within the shore land districts easier to perform and enforce.

#### D. FINANCIAL IMPACT:

None

#### E. **LEGAL CONSIDERATION:**

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

#### **ALTERNATIVE RECOMMENDATION(S):**

None

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

#### **ATTACHMENTS:**

	Description	Type
D	Shoreland Management Ordinance	Ordinance
D	OHWL Setback Map	Exhibit
D	Resolution	Resolution Letter

## AN ORDINANCE AMENDING CHAPTER IV OF THE RICHFIELD CODE OF ORDINANCES BY ADDING A NEW SECTION 430 RELATING TO SHORELAND MANAGEMENT

#### THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. A new Section 430 is inserted into the Richfield City Code as follows:

#### SECTION 430. – SHORELAND MANAGEMENT

#### 430.01. – Statutory Authority.

This Section is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Regulations, Parts 6120.2500 – 6120.3900, and Minnesota Statutes, Chapter 462.

#### 430.02. – Purpose.

The uncontrolled use of shorelands of the City of Richfield affects the public health, safety and general welfare by contributing to pollution of public waters and by impairing the local tax base. It is, therefore, in the best interests of the public health, safety and welfare to provide for the wise development of shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise utilization of waters and related land resources.

The purpose of this Section is to implement regulations concerning the use, development, and alteration of certain shore areas in the City of Richfield in compliance with directives and requirements of Minnesota Statutes, Section 103F.221, Subd. 1 and rules adopted pursuant thereto. These regulations are adopted in order to protect the natural characteristics of such shore areas and adjacent water areas to prevent the pollution of surface and ground waters to minimize flood damage, to manage the effects of shore area crowding and development, and to maintain shore area property values.

#### 430.03. – Jurisdiction.

**Subdivision 1.** Applicability. The provisions of this Section shall apply to the shoreland district in the City, as defined in Subdivision 3.

**Subd. 2.** Exemptions. Pursuant to Minnesota Regulations, Parts 6120.2500 - 6120.3900, no lake, pond, or flowage less than 10 acres in size is subject to the regulations in this Section. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempted from this Section.

**Subd. 3.** <u>Protected Waters and Classifications.</u> The provisions of this Section shall apply to the shore areas of the following public waters, as identified by the DNR.

	DNR #	DNR Classification	Ordinary High Water Level
Richfield Lake	27002100	Recreational	826.1 ft
		Development	
Wood Lake	27002600	Recreational 820.7 ft	
		Development	
Legion Lake	27002400	Natural Environment	Elevation not established

**Subd. 4.** Other Regulations. Unless specifically stated to the contrary, the provisions of this Section shall be in addition to, and not in derogation of, other statutes, regulations, or ordinances, affecting shore areas. If both these regulations and other regulations impose similar restrictions upon shore areas, the more restrictive regulation shall apply.

#### **430.04.** – **Definitions.**

**Subdivision 1.** For purposes of this Section, the following words and terms will have the meanings as stated:

- **Subd. 2. Backyard Appurtenant Structure** accessory structures under 100 square feet in size, including but not limited to: children's recreational equipment (e.g., swing set or sandbox); clotheslines; arbors and trellises; outdoor fireplaces or grills; permanent benches; utility wires or poles; other public sewer, water, and gas utility appurtenances; flag poles; walls and fences less than six (6) feet in height; landscaping retaining walls; dog enclosures.
- **Subd. 3. Best Management Practices** the methods and practices described in the Minnesota Pollution Control Agency's "Protecting Water Quality in Urban Areas", commonly known as "Best Management Practices In Minnesota".
- **Subd. 4. Deck** a horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to the principal use of the site.
  - **Subd. 5. DNR** Minnesota Department of Natural Resources.
- **Subd. 6. Exotic species** flora and fauna that are not indigenous to Minnesota, as determined by the DNR, the City, or other public agency.
- **Subd. 7. Noxious weed** those weeds so defined in Minnesota Statues Section 18.77, subd. 8, or any plant which is identified and placed by Hennepin County on its noxious weed list.
- **Subd. 8. Ordinary high water level (OHWL)** the boundary of public waters, which is the elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural

vegetation changes from predominantly aquatic to predominantly terrestrial. The OHWLs for those public waterbodies governed by this Section are listed in subsection 430.03, subd. 3.

- **Subd. 9. Paved area** any impervious ground surface area created by means of concrete, asphalt, brick, mortar, or other materials.
  - **Subd. 10. Public waterbody** the lakes listed in the table in subsection 430.03, subd. 3.
- **Subd. 11. Shoreland district** all land in the City lying within 1,000 feet from the Ordinary High Water Level (OHWL) of the public waterbodies listed in subsection 430.03, subd. 3.
- **Subd. 12. Shore area impact zone** all land between the ordinary high water level and a line parallel to it at a setback of 50 percent of the structure setback, as detailed below.

	Shore Impact Zone
Richfield Lake	37.5'
Wood Lake	37.5'
Legion Lake	75'

- **Subd. 12.** Vegetation flora of any variety, including trees, shrubs, plants, and grass.
- **Subd. 13. Watercraft landing facility -** a dock, ramp, or other structure used to land watercraft.
- **Subd. 14.** Watercraft lift or storage facility an unenclosed structure designed and used solely to raise water craft out of the water or for the storage of watercraft and related equipment.
- **Subd. 15. Water-oriented accessory structure** a small, above ground building or other improvement, *except stairways, stairway landings, lifts, fences, docks, and retaining walls*, which, because of the relationship of its use with a public water body, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks

#### 430.05. – Permit Required.

Unless otherwise exempted in this Section, a permit is required for any construction, grading, filling, excavation, impervious surface construction, or vegetation management within the shore area impact zone.

#### 430.06. – Uses and Development Standards within the Shoreland District.

**Subdivision 1.** <u>Permitted Uses.</u> Permitted uses within the shoreland district shall be determined by the regulations of the underlying zoning district, as established in Appendix B of the City Code.

- **Subd. 2.** Lot area and width. Lot area and width standards for residential development by a public water body shall be governed by the regulations of the underlying zoning district, as established in Appendix B of the City Code.
- **Subd. 3.** <u>Setback requirements.</u> The following setbacks shall apply, except as exempted in subdivision 4.

	Setback of Structures from OHWL
Richfield Lake	75'
Wood Lake	75'
Legion Lake	150'

**Subd. 4.** <u>Structure setback exemptions.</u> The following types of structures are exempt from the required structure setbacks in subd. 3, but are required to follow the standards in Subdivisions 5 and 6 of this subsection:

- a. Stairways, stairway landings, and pedestrian lifts;
- b. Watercraft landing facilities;
- c. Watercraft lift or storage facilities;
- d. Water-oriented accessory structures;
- e. Utility sheds;
- f. Decks
- g. Other backyard appurtenant structures; and
- h. Public park, beach, and marina facilities and other public improvements.

**Subd. 5** <u>Height.</u> The height of structures shall be governed by the underlying zoning district as established in Appendix B of the City Code.

**Subd. 6.** <u>Impervious surface coverage.</u> Impervious surface coverage shall not exceed 10% in the shore area impact zone.

## 430.07. – Backyard Appurtenant and Water-Oriented Structures within the Shoreland District.

**Subdivision 1.** Each residential lot may have one water-oriented accessory structure or facility located no closer to the OHWL than 10 feet.

**Subd. 2.** All other backyard appurtenant and water-oriented structures shall be at least 10 feet from the OHWL.

#### **Subd. 3.** Performance Standards.

- a. All backyard appurtenant and water-oriented structures must be located so as to minimize the impact upon existing vegetation, and whenever reasonable in the most visually inconspicuous portions of lots, as viewed from the surface of the public waterbody, assuming summer, leaf-on conditions.
- b. The structure must not exceed twelve feet in height, exclusive of safety rails, and cannot occupy an area greater than 250 square feet; provided that utility sheds shall not exceed 120 square feet in area. Detached decks must not exceed eight feet above grade at any point.
- c. The roof of a structure may be used as a deck with safety rails, but must not be enclosed or used as a storage area.
- d. The structure must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities.
- e. The following standards shall apply to attached or detached decks:
  - i) allowed only if no reasonable location exists for the deck outside of the shore area impact zone;
  - ii) the deck encroachment toward the OHWL shall not exceed fifteen (15) percent of the existing setback of the principal structure from the OHWL or shall not encroach into the shore area impact zone, whichever is more restrictive:
  - iii) the deck must be constructed primarily of wood, and shall not be enclosed, roofed or screened, and shall not result in the creation of an impervious surface;
- f. Nothing herein is intended to permit private watercraft landing facilities or other private water access where such rights have been acquired by the public.

#### 430.08. – Stairways, Lifts, Landings Within the Shoreland District.

**Subdivision 1.** <u>Location.</u> Stairways, stairway landings, retaining walls, and pedestrian lifts shall be located whenever reasonable in the most visually inconspicuous portions of lots, as viewed from the surface of the public waterbody, assuming summer, leaf- on conditions.

#### **Subd. 2.** Construction and Design.

- a. Stairways and pedestrian lifts must not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties, public open-space recreational properties, and planned developments where more than one lot or more than four dwelling units are served.
- b. Landings for stairways and pedestrian lifts on residential lots must not exceed 32 square feet in area. Landings not exceeding 60 square feet may be used for

- commercial properties, public open-space recreational properties, and planned developments where more than one lot is served.
- c. Canopies or roofs are not allowed on stairways, stairway landings, or pedestrian lifts.
- d. Stairways, stairway landings, and pedestrian lifts may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion.

## 430.09. – Grading, Filling, Excavation, Impervious Surface Construction, and Vegetation Management Within the Shoreland District.

**Subdivision 1.** Permit required. No grading, filling, excavation, impervious surface construction, or vegetation management within the shore impact zone areas shall occur without a shore area permit.

#### **Subd. 2.** Permit exemptions. The following activities do not require a permit:

- a. the removal of dead, diseased, hazardous or storm-damaged vegetation, or for the mowing of turf;
- b. the periodic pruning of woody vegetation up to four inches in diameter (as measured at the base of the cut provided the roots are left intact;
- c. removal of exotic species, noxious weeds or other public nuisances:
- d. removals or alterations for purposes of the construction of when all other requirements are met:
- e. landscaping activities customarily associated with gardening or lawn care, not including grading.

## **Subd. 3.** <u>Performance standards.</u> The following standards shall be required for all grading, filling, excavation, and vegetation management within the shore area impact zone:

- a. The existing vegetative screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, must be substantially maintained; and
- b. Before any permit will be issued to grade or fill, the applicant must provide evidence that all provisions of federal, state, and local law pertaining to wetlands and shore area (including but not limited to the Wetland Conservation Act, Watershed District regulations, U.S. Corps of Engineers regulations, DNR protected waters regulations, and City floodplain,) have been satisfied to the satisfaction of the City Engineer.
- c. All shore area permits for grading, filling, or excavation shall be subject to all of the additional following conditions:

- (i) Alterations must be designed and conducted in a manner that ensures only the smallest amount of bare ground is exposed and is exposed for the shortest time possible.
- (ii) Mulches or similar materials must be used, where necessary, for temporary bare soil coverage, and a permanent vegetation cover must be established as soon as possible.
- (iii) Methods to minimize soil erosion and to trap sediments before they reach any surface water feature must be used.
- (iv) Altered areas must be stabilized to acceptable erosion control standards consistent with Best Management Practices.
- (v) Fill or excavated material must not be placed in a manner that creates an unstable slope.
- (vi) Alterations of topography may be allowed only if accessory to uses allowed by this section and does not adversely affect adjacent or nearby properties.
- (vii) Placement of natural rock rip rap, including associated grading and placement of a filter blanket, is permitted only if the finished slope does not exceed three feet horizontal to one foot vertical, the landward extent of the rip rap is within ten feet of the OHWL (as measured along the ground surface), and the height of the rip rap above the OHWL does not exceed three feet.
- (viii) Such other conditions as are reasonable and necessary under the circumstances as determined by the City Engineer.
- (ix) Excavations or grading where the intended purpose is connection to a public waterbody (such as boat slips, canals, lagoons, and harbors) shall not be allowed without the approval of the DNR.
- d. All shore area permits for impervious surface construction in the shore impact zone shall be subject to the additional following conditions:
  - i) The impervious surface construction must: take advantage of natural vegetation and topography to achieve maximum screening of view from the public waterbody; limit the removal or alteration of vegetation; be designed so as to minimize and control erosion to the public waterbody consistent with Best Management Practices; and, be designed so as to minimize adverse impacts to the shore area.
  - ii) Existing natural drainage ways, wetlands, and vegetated soil surfaces must be used to convey, store, filter, and detain storm water runoff before discharge to public waters.
  - iii) Development and construction must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized and protected

- using methods and facilities designed and installed consistent with Best Management Practices.
- iv) When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle stormwater runoff using natural features and vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

#### 430.10. – Water and Sewer Facilities.

**Subdivision 1.** Connection to public systems. All lots within the shoreland district shall be connected to the public water and sanitary sewer systems and old sewer and water systems shall be abandoned in conformance with state law and city ordinances. Lots not meeting this requirement must be connected as part of any proposed development or redevelopment.

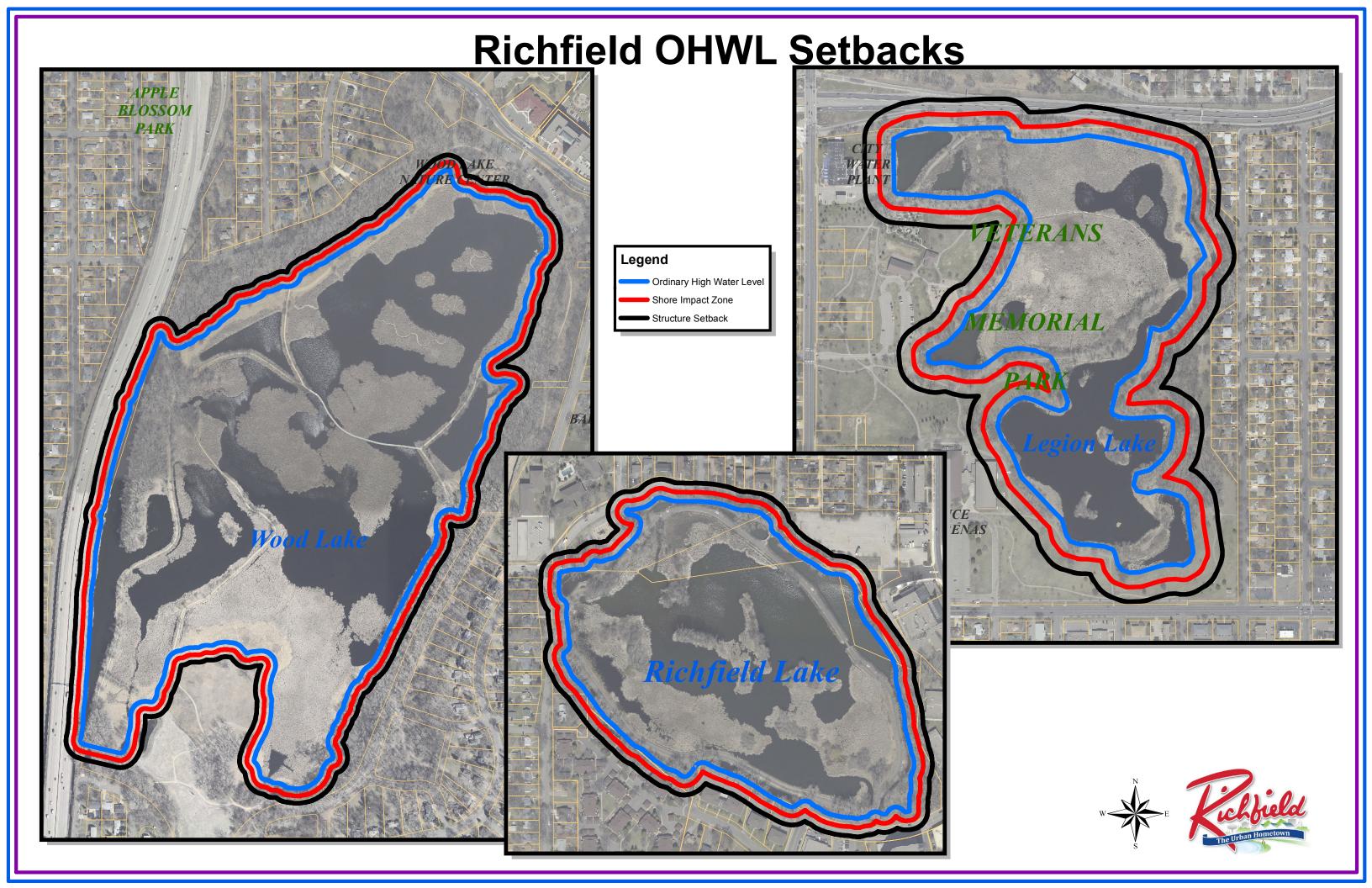
**Subd. 2.** Wells/septic systems prohibited. No new water wells or on-site sewage treatment systems may be constructed within the shoreland district.

#### 430.11. – Administration.

**Subdivision 1.** Permit Fee. The fee for a shore area permit shall be as provided in Appendix D of this Code, except that a double fee may be required by the City in instances where work or an activity has been initiated without the required permit.

- **Subd. 2.** Other necessary permits. The obtaining of a shore area permit for a given activity shall not abrogate the need to obtain any other permits required for the activity under the City Code or other federal, state, or local laws.
- **Subd. 3.** <u>Applications.</u> Applications for a shore area permit shall be filed with the City Engineer and shall contain information necessary and relevant to the review and analysis of the application, as determined by the City. Such information may include a scaled plan showing some or all of the following:
  - a. Existing and proposed contour lines with two-foot intervals and ground elevations;
  - b. The OHWL;
  - c. Existing vegetation and proposed removals:
  - d. Existing and proposed improvements and utilities;
  - e. Location of wells and private septic systems;
  - f. Wetlands;
  - g. Lot lines;
  - h. Adjacent streets and right-of-way;
  - i. Shore area and shore area impact zone;

j. Other information releva	nt to the application, as determined by the City.
Section 2. Effective Date. This Ordinan Richfield City Charter.	ce is effective as provided by Section 3.09 of the
Adopted by the City Council of the City of 2018.	Richfield, Minnesota this day of,
	By:
ATTEST:	Pat Elliott, Mayor
Elizabeth VanHoose, City Clerk	



<b>RESOL</b>	UTION	NO.	

## RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE ADDING SECTION 430 OF RICHFIELD CITY CODE PERTAINING TO SHORE LAND MANAGEMENT

**WHEREAS**, the City has adopted the above referenced ordinance amending the Richfield City Code; and

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

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

#### SUMMARY PUBLICATION BILL NO. 2018-

## AN ORDINANCE ADDING SECTION 430 OF RICHFIELD CITY CODE PERTAINING TO SHORE LAND MANAGEMENT

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

The purpose of the Shore Land Management Ordinance is to implement regulations concerning the use, development, and alteration of certain shore areas in the City of Richfield in compliance with directives and requirements of Minnesota Statutes, Section 103F.221, Subd. 1. These regulations are adopted in order to protect the natural characteristics of such shore areas to prevent pollution, minimize flood damage, and manage the effects of shore area crowding and development.

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

Adopted by the City Council of the City of Richfield, Minnesota, this 9<sup>th</sup> day of January, 2018.

	Pat Elliott, Mayor	
ATTEST:		
Elizabeth VanHoose, City Clerk	_	

AGENDA SECTION:

PROPOSED ORDINANCES

AGENDA ITEM#

8



## STAFF REPORT NO. 15 CITY COUNCIL MEETING 1/9/2018

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

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director

1/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

1/4/2018

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of a variety of land use approvals related to a proposal for construction of a new auto dealership at 1550 78th Street East.

#### **EXECUTIVE SUMMARY:**

Morrie's Automotive Group has submitted an application requesting approval of a rezoning and planned unit development plans that would allow construction of a new Jaguar/Land Rover Dealership at 1550 78th Street East. This property is currently home to the Adler Graduate School and Jim Ramstad Community Services Center. This item was originally scheduled for consideration by the Council on November 28, 2017; however, the Council and the applicant agreed to delay consideration until tonight in order to allow staff and the applicant to continue to work on design issues.

The property at 1550 78th Street East is zoned Mixed Use - Regional (MU-R) and is guided for Regional Commercial within the I-494 Corridor Master Plan Area. The applicant has submitted revised plans since the date of the Planning Commission hearing on October 23rd. Staff has reviewed these plans for agreement with the Zoning Code and the Comprehensive Plan requirements and found that improvements from the previous plans have been made; however, the plans continue to be non-compliant with a number of requirements.

#### **Zoning**

- A stated purpose of the Mixed Use Districts is to discourage auto oriented uses in favor of pedestrian friendly mixed-use development.
- Parking structures do not count toward minimum building height of two stories. Single story portions of
  structures may be allowed provided they are attached to a principal structure that is two or more stories
  in height and that the footprint of the single story portion of the structure is no more than 40 percent of
  the total structure's footprint (537.07). Only 2.2 percent of the second floor area is not dedicated to
  parking; the remainder of the building is considered a single story.
- Minimum building coverage of 50 percent; proposed 41.9 percent (537.07).
- Maximum impervious surface allowed is 85 percent (537.07). Proposal is for 88 percent (proposed pervious pavers prohibited by area storm water regulations).
- Minimum 5 percent usable open space required (defined as an area that is at least 1,000 square feet in area and a minimum of 20 feet in width in all directions). Proposed pathways and benches do not

- meet dimensional requirements to be considered "usable open space." (537.11 Subd. 9).
- Minimum 60 percent "street level active use" required. Defined as "the space of a building that front a
  primary street and contains a use that provides for a significant level of pedestrian activity from
  morning to late evening hours on weekdays and evenings (537.07). Building does not provide/contain a
  use that provides for a significant level of pedestrian activity and no direct access to the building is
  provided from the sidewalk along 77th Street.
- Maximum rear setback is 15 feet; 40 feet proposed (537.07).
- Minimum 15-foot landscape buffer along I-494 required; 7 feet proposed (537.07).
- Buildings abutting a major pedestrian circulation area shall have at least one primary entrance facing
  and accessing the major pedestrian circulation way (537.11, Subd. 4). A retaining wall and railing will
  separate the building and 77th Street facing entrance from the adjacent 77th Street sidewalk. These
  features make it unlikely that any pedestrian would ever use this entrance.
- Principal entrances should be architecturally emphasized and visible from the street. Principal patron
  entrances should be clearly defined and highly visible utilizing such design features as awnings,
  canopies, pillars, special building materials or architectural details (537.11). Improvements have been
  made to entrances facing the parking lots; however, the main entrance from 77th Street is not
  architecturally emphasized and does not provide direct access from the sidewalk.
- Lighting levels exceed allowable limits (544.09).
- Required parking lot setback from property line is 8 ft. (544.13, Subd. 4). Not met along southern boundary (7 ft). This will likely need to be reduced further to meet Public Works sidewalk clear zone requirement (2 ft) along 77th Street sidewalk (retaining wall in clear zone).
- Cross access and circulation across adjoining parcels is required, where appropriate and feasible (537.11, Subd.7h). Proposal will isolate EcoSmarte property and without access agreement may lead to taking of property by State when I-494 is expanded.

The applicant has requested a change in the zoning from Mixed Use - Regional to a Planned Unit Development District (Planned Mixed Use). Planned Unit Development (PUD) designations offer flexibility in the application of zoning requirements (like those listed above) in exchange for "innovative and creative development..." A PUD designation is intended "to encourage efficient use of land and resources, to promote efficiency in public and utility services, and to encourage innovation in the planning and building of all types of development." In order to approve a rezoning to a PUD, the Council must make the following findings:

- 1. Development must conform to the Comprehensive Plan.
- 2. Development must be designed in a manner to form a desirable and unified environment within its own boundaries.
- 3. Development must be in substantial conformance with the purpose and intent of the guiding MU-R district and departures from guiding district regulations are justified by design of the development.
- 4. Development must not create excessive burden on parks, schools, streets or other public facilities.
- 5. Development will not have undue adverse impacts on neighboring properties.
- 6. Terms and conditions proposed are sufficient to protect the public interest.

Staff does not feel that the proposed development meets the required findings for a rezoning to a PUD. Specifically, the proposal does not comply with the purpose and intent of the Mixed Use Districts or the Comprehensive Plan (as detailed below), design fails to justify the requested departures from guiding zoning district requirements, and would have undue adverse impacts on both the adjacent apartment building and EcoSmarte business. Without a rezoning, the applicant would need to request variances from the list of items above.

#### Comprehensive Plan:

Land use approvals also require agreement with the City's Comprehensive Plan. As discussed at work sessions on July 25 and October 10, although the proposal calls for a use with a regional customer base, the building does not meet the 150,000 square feet minimum and the proposed use does not advance the I-494 Plan vision and key components.

Plan excerpts:

- The vision is aimed at helping the community shape future development in the corridor to be more unique and identifiable, urban in character, pedestrian-friendly, economically sustainable and ultimately, more livable (pg 1).
- Urban villages typically include multiple story buildings that are more densely developed than the surrounding neighborhoods achieving a greater mix of land uses and drawing pedestrian activity (pg 1).
- It should not look like a collection of stand alone, single-use buildings that take advantage of its strategic location, but a place filled with variety, vitality and greenery (pg 2).
- Mixed-use development refers to the integration of residential, commercial, retail, employment, civic, recreational, and educational uses. The mix of land uses in a compact area not only supports and enhances each element in the development but also provides residents a rich and diverse environment in which to live, work, shop, play and learn (pg 2).

Automobile dealerships can be part of a thriving, pedestrian-friendly, mixed use development; however, a proliferation of car dealerships does not meet the mixed use guidance for this area. Further, auto dealerships do not tend to invite pedestrian activity or provide services to the immediate neighborhood. The proposed plans do not attempt to make up for this by combining with another use that would provide these benefits, by providing a neighborhood amenity that meets the requirements of the Code or that addresses the immediate residential neighbors, or any similar efforts to meet the intent of the I-494 Plan. As designed, the project isolates the two neighboring properties - potentially leading to the eventual total loss of one business when I-494 is expanded and 78th Street removed (78th street is MnDOT right-of-way). There are over 700 apartments in the area between Portland Avenue and Truck Hwy 77. As stated in the I-494 Plan, this area is envisioned as a vibrant area that includes a diverse array of options for shopping, services, restaurants, hotels, and park space for its residents.

The consideration of this application was originally scheduled for the December 12, 2017 meeting. At the request of staff, representatives of Morrie's Automotive Group agreed to extend the consideration until tonight's meeting in order to further address some of staff's concerns. Given the constraints of the site and the corporate requirements of Jaguar/Land Rover, staff believes that the Morrie's team has done a great deal to improve their proposal since the initial proposal was provided to staff. Within the past month, the site plan was improved in the following ways:

- Public green/open space was relocated from the east side of the building to the Bloomington Avenue boulevard in order to provide better separation from, and transition to, the adjacent apartments;
- The number of overhead doors on the west side of the building was reduced from seven to four, and;
- Additional windows, and other architectural treatments, were added to the west side of the building.

Based on this review of the proposal, staff continues to recommend denial of the rezoning and conditional use permit applications. This recommendation should be viewed in the context of staff's role of enforcing City policy rather than creating new policy or modifying exiting policy. Whereas the City Council is elected for the very purpose of forming such policy based on the public interest of the community. In the opinion of staff, the proposed use does not adequately meet the vision set forth in the Comprehensive Plan (as established in the I-494 Corridor Study) nor some key aspects of the Zoning Ordinance. However, representatives of Morrie's Automotive have worked to significantly improve their site plan in the event that the City Council believes that the vision is no longer applicable, has changed, or has been misinterpreted by staff.

If the Council believes that the proposal does (or should) fit the overall vision for the area and meets requirements for rezoning, the following actions should be taken tonight:

- Approve a first reading of the attached ordinance rezoning 1550 78th Street East from Mixed Use -Regional to Planned Mixed Use (PMR); and
- Articulate specific findings of compliance on which staff could draft a revised resolution approving the requested Conditional Use Permit; and
- Request that the applicant authorize an additional extension of the statutory "clock" to extend the deadline for a final decision until January 23, 2018 in order to provide adequate time for a second reading of the requested rezoning and approval of a resolution approving the requested CUP.

#### **RECOMMENDED ACTION:**

#### By motion: Approve resolution denying:

- A request to amend Appendix I of the Richfield City Code to change the zoning designation 1550 78th Street East from Mixed Use - Regional (MU-R) to Planned Mixed Use (PMU); and
- 2. A request for a Conditional Use Permit and Final Development Plan for a Planned Unit Development that would allow construction of an automobile dealership at 1550 78th Street East.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

In 2005, the City determined that existing zoning regulations were inadequate to address the Comprehensive Plan vision for Regional Commercial properties within the I-494 Corridor. Additionally, improvement plans and access changes for the Interstate that could significantly impact land use patterns had been announced. The City determined that further study of this area was needed, and a one year moratorium was adopted on February 2, 2005.

The I-494 Corridor Plan was the result of an extensive public outreach program that included three open houses, three newsletters, presentations to the Richfield School Board and Chamber of Commerce, and meetings with representatives from Bloomington, Minneapolis, Edina, and the Metropolitan Airports Commission. Meetings were also held with developers and marketing experts to ensure that the concept was a practical one. Even so, the Plan acknowledges that the implementation of the vision would likely take twenty years or more. The I-494 Corridor Plan was officially adopted by the City Council on December 13, 2005 and reaffirmed with the adoption of the 2008 Comprehensive Plan.

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

#### Comprehensive Plan:

The Comprehensive Plan is a vision for a community's future. It provides a framework for land use decisions. The Comprehensive Plan for this area emphasizes a unique and identifiable urban character, diversity of uses, street-level activity, and pedestrian amenities/connections. In our review of this proposal, staff finds that the proposal does not generally conform to the vision articulated by the Comprehensive Plan.

#### Zoning:

The stated purpose and intent of the Mixed Use Zoning District is as follows:

- Guide future development along the I-494 Corridor in order to adapt to market and transportation changes;
- Encourage vertical mixed-uses clustered at primary (regional) and secondary (community) transportation nodes to build identity within the district;
- Provide a mix of residential densities along the corridor;
- Provide appropriate transitions between uses:
- Promote greater pedestrian and bicycle access and connections throughout the corridor and along the length of the corridor;
- Discourage auto oriented uses in favor of pedestrian friendly mixed-use development;
- Encourage reductions in impervious surface, well landscaped and attractive public and private spaces with a pedestrian and bicycle friendly character and environment by minimizing surface parking and enhancing pedestrian corridors (sidewalks and trails) through reinforcing build-to lines, getting new buildings to address the street and emphasize enticing street level architecture;
- Encourage public open spaces within the corridor by allowing and encouraging taller buildings for high-density uses;
- Ensure high quality architectural design and materials;
- Promote increased use of transit: and
- Encourage redevelopment in a manner that is consistent with the Comprehensive Plan and any redevelopment plan(s) that exist for the district.

PUD's 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. Without a PUD designation, developments are required to meet the requirements of the applicable zoning district or apply for variances. Staff has found that the site plans do not meet the requirements of the Zoning Ordinance. There is specific concern that the proposal will isolate and harm the adjacent 40-unit apartment building to the west and the EcoSmarte building to the east.

There are a number of different sets of review criteria that apply to this proposal. A full discussion of all requirements is included as an attachment to this report.

#### C. CRITICAL TIMING ISSUES:

60-DAY RULE: The 60-day clock 'started' when a complete application was received on September 11, 2017. A decision or extension was required by November 10, 2017. In order to accommodate a work session discussing the I-494 Corridor Plan, the City issued a letter of extension on September 18, 2017. The time period was extended to November 28, 2017. At the Council Meeting on November 28, the applicant agreed to the Council's request to extend this deadline once again to January 9, 2018.

If the Council wants to approve the proposal, the applicant must agree to one additional extension until January 23, 2018 in order to accommodate the requirement for a second reading of the ordinance to rezone the property and to approve a revised resolution approving the requested Conditional Use Permit.

#### D. **FINANCIAL IMPACT**:

The applicant estimates that the proposed dealership will generate approximately \$700,000 in annual property taxes. Staff analysis (provided to the Council in a memo dated November 17, 2017) estimates that this would theoretically equate to a tax reduction of \$20.35 per year for the average Richfield homeowner.

#### E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on October 23, 2017.
- The Planning Commission recommended denial of the proposed rezoning and Planned Unit Development proposal.
- The City Attorney will be present and available for questions at the meeting.

#### **ALTERNATIVE RECOMMENDATION(S):**

· Articulate required findings and approve a first reading of an ordinance rezoning the property; and

Type

• Direct staff to return with a resolution to approve the proposed project.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of Morrie's Automotive Group

#### ATTACHMENTS:

Description

	_ cccp	. )   0
D	Resolution	Resolution Letter
D	Required Findings	Exhibit
D	Code Compliance Chart	Exhibit
D	Proposed Plans	Exhibit
D	Project Renderings	Exhibit
D	Project Narrative	Exhibit
D	Adler Graduate School Letter	Exhibit
D	Ordinance	Ordinance

R	ES(	OL	JTI	ON	NO.	

## RESOLUTION DENYING A REQUEST FOR REZONING, CONDITIONAL USE PERMIT, AND FINAL DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT AT 1550 78TH STREET EAST

**WHEREAS**, Morrie's Automotive Group ("Applicant") has submitted applications for a rezoning, conditional use permit, and final development plan for a planned unit development to the City of Richfield for real property legally described in the attached Exhibit A ("the Property):

**WHEREAS**, the rezoning application proposes to amend Appendix I of the Richfield City Code to change the zoning designation of the Property from Mixed Use – Regional (MU-R) to Planned Mixed Use (PMU); and

**WHEREAS**, the proposal further requests approval of a Conditional Use Permit and Final Development Plans for a Planned Unit Development consisting of an automobile dealership and related site modifications; and

**WHEREAS**, the Zoning Code permits a rezoning to a Planned Unit Development District in order to encourage creative and innovative projects;

**WHEREAS**, approval of a rezoning to a Planned Unit Development District requires the City Council to make the following findings:

- a. The proposed development conforms to the goals and objectives of the City's Comprehensive Plan and any applicable redevelopment plans.
- b. The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.
- c. 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.
- d. 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.
- e. The development will not have undue adverse impacts on neighboring properties.
- f. The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.

**WHEREAS**, the underlying Zoning District regulations guide development within a Planned Unit Development; and

**WHEREAS,** in addition to compliance with the Findings required for a rezoning to a PUD District, approval of a Planned Unit Development requires the approval of a Conditional Use Permit; and

**WHEREAS**, approval of a Conditional Use Permit requires the City Council to make the following findings:

- a. The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.
- b. 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.
- c. The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.
- d. The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.
- e. The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.
- f. The use will not have undue adverse impacts on the public health, safety, or welfare.
- g. There is a public need for such use at the proposed location.
- h. The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.

**WHEREAS,** the Comprehensive Plan calls for a mix of uses to include residential, commercial, retail, employment, civic, recreational, and educational uses within the I-494 Corridor; and

**WHEREAS**, the Comprehensive Plan calls for a unique and identifiable, urban, pedestrian-friendly, economically sustainable and ultimately, more livable area and specifically states that the area should not look like a collection of stand-alone, single-use buildings that take advantage of its strategic location; and

**WHEREAS**, Section 537 establishes regulations that are intended to discourage auto oriented uses in favor of pedestrian-friendly mixed use development, provide appropriate transitions between uses, promote greater pedestrian and bicycle access and connections throughout the I-494 corridor and along the length of the corridor, have new buildings address the street and emphasize enticing street level architecture; and encourage public open spaces within the corridor by allowing and encouraging taller buildings for high-density uses within the Mixed Use Districts; and

**WHEREAS**, Section 544 establishes performance standards intended to ensure high standards of development and promote compatibility among various uses of land; and

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing to consider the requested rezoning, final development plan and conditional use permit at its October 23, 2017 meeting; and

**WHEREAS**, notice of the public hearing was published in the Sun-Current on October 5, 2017 and mailed to properties within 350 feet of the subject property on October 10, 2017; and

**WHEREAS**, on October 23, 2017, the Planning Commission recommended denial of the applications by a vote of 3 to 1; and

**WHEREAS**, the City Council conducted a first reading of the requested amendment to Appendix I of the City Code to rezone the Property and considered the application for a conditional use permit and final development plans for a planned unit development on January 9, 2018; and

**WHEREAS,** the City Council has reviewed all of the materials submitted by the Applicant and city staff and has now reached a decision which it believes is in compliance with the law and is in the best interest of the community.

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHFIELD HEREBY RESOLVES AS FOLLOWS:

- 1. Findings of Fact. The City Council hereby makes the following findings of fact:
  - A. The City's zoning ordinance establishes zoning classifications for individual property. The property legally described in Exhibit A ("the Property") is designated as Mixed Use Regional (MU-R).
  - B. Morrie's Automotive Group has submitted an application to the City to rezone the property to a planned unit development district and for a conditional use permit and final development plan approval on the Property.
  - C. Planned unit development zoning districts are intended to encourage "innovative and creative development..." and "efficient use of land and resources, to promote efficiency in public and utility services, and to encourage innovation in the planning and building of all types of development." Flexibility in the application of zoning regulations can be granted when a project offers a superior public benefit. The proposed use is for a standard car dealership with "amenities" that fail to meet minimum Zoning Code standards and are located away from the residential property that would most-benefit from them.
  - D. Planned unit development plans are required to conform to the goals and objectives of the City's Comprehensive Plan. The Comprehensive Plan for the I-494 Corridor calls for a mix of uses

to include residential, commercial, retail, employment, civic, recreational, and educational uses. A stated policy of the I-494 Comprehensive Plan language is to avoid a corridor that "look[s] like a collection of standalone, single-use buildings that take advantage of [the area's] strategic location..." There already exist three auto dealerships spread throughout the 2.3 mile-long I-494 Corridor; the City finds that additional auto dealerships would constitute a concentration of these uses and impede the vision of a mixed use corridor. Thus, the City Council finds that the proposed rezoning does not conform to the goals and objectives of the Comprehensive Plan.

- E. The City's Comprehensive Plan envisions the corridor "as an exciting and complete community..." There are over 700, primarily affordable, apartments in this area. An exciting and complete community will offer a variety of opportunities for work and leisure to these neighborhood residents. The proposed automobile dealership does not provide new (different) or enhanced opportunities for either work or play.
- F. Planned unit developments are required to be in substantial conformance with the purpose and intent of the guiding district, and departures from guiding district regulations must be justified by the design of the development. The proposed development fails to meet 13 identified requirements of the underlying zoning district (MU-R) and general performance standards of Section 544 of the Zoning Code without any off-setting benefits to the immediate neighborhood. Proposed "amenities" fail to meet minimum size requirements to be considered as "usable open space" by the Zoning Code. The proposed development fails to meet performance standards related to: building stories, building coverage, usable open space, street level active use, rear building setback, landscape buffer, allowable impervious surface, principal entrance design, principal entrance access from major pedestrian ways, lighting, parking lot setbacks, and provision of cross access agreements. The proposed plan is not in substantial conformance with the guiding district (MU-R) regulations. Departures from those Code requirements are not justified by the design of development because the departures are not used to provide additional public benefit, but rather to accommodate the desires of the Applicant at the expense of the neighborhood.
- G. Planned unit developments may not create undue adverse impacts on neighboring properties. The proposed project will leave a small apartment complex at 7700 Bloomington Avenue boxed in between two large automobile dealerships making it an undesirable place to live, which is the opposite of the City's intent as described by the comprehensive plan. The proposed development also leaves no opportunity for cross access for the

property at 1600 78th St E. Not only does this property become difficult to access in the immediate future, but plans for the expansion of I-494 call for the elimination of the 78th Street frontage road and would leave this property with no access whatsoever.

- 2. On the basis of the foregoing findings:
  - A) The application to rezone the Property from Mixed Use Regional (MU-R) to Planned Mixed Use (PMU) is denied; and
  - B) The application for a conditional use permit and approval of final development plans are denied.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of January, 2018.

	Pat Elliott, Mayor	
ATTEST:		
Elizabeth VanHoose, City Clerk		

#### **EXHIBIT A**

The North 180.26 feet of the West 490 feet of the South  $\frac{1}{2}$  of the Southeast Quarter of the Southeast Quarter;

That part of the West 330 feet of the South ½ of the Southeast Quarter of the Southeast Quarter lying South of the North 180.26 feet thereof;

All in Section 35, Township 28, Range 24.

Hennepin County, Minnesota

#### Required Findings

**Part 1:** 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. The property is designated as Regional Commercial in the Comprehensive Plan and is within the I-494 Corridor Master Plan area.
  - a. The Comprehensive Plan for the I-494 Corridor calls for a mix of uses to include residential, commercial, retail, employment, civic, recreational, and educational uses. A stated policy of the I-494 Comprehensive Plan language is to avoid a corridor that "looks like a collection of standalone, single-use buildings that take advantage of [the area's] strategic location..." There are three existing auto dealerships spread throughout the 2.3 mile-long I-494 Corridor; the City finds that additional auto dealerships would constitute a concentration of these uses and impede implementation of the vision of a mixed use corridor. The proposal does not conform to the goals and objectives of the City's Comprehensive Plan.
  - b. The Comprehensive Plan for the I-494 Corridor envisions an "exciting and complete community..." There are over 700, primarily affordable, apartments in this area. An exciting and complete community will offer a variety of opportunities for work and leisure to the area residents. The proposed auto dealership does not provide new (different) or enhanced opportunities for either work or play.
- 2. The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries. Within the boundaries of the development, there are a number of instances of non-compliance with Mixed Use District and Performance Standard requirements. These deficiencies include insufficient buffering and landscaping, architectural deficiencies, absence of "usable open space," and more.
- 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 proposed development is inconsistent with the following requirements:
- Parking structures do not count toward minimum building height of two stories. Single story portions of structures may be allowed provided they are attached to a principal structure that is two or more stories in height and that the footprint of the single story portion of the structure is no more than 40 percent of

- the total structure's footprint (537.07). Only 2.2% of the second floor area is not dedicated to parking; the remainder of the building is considered a single story.
- Minimum building coverage of 50 percent; proposed 41.9 percent (537.07).
- Minimum 5 percent usable open space required (defined as an area that is at least 1,000 square feet in area and a minimum of 20 feet in width in all directions). Proposed pathways and benches do not meet dimensional requirements to be considered "usable open space." (537.11 Subd. 9).
- Minimum 60 percent "street level active use" required. Defined as "the space of a building that front a primary street and contains a use that provides for a significant level of pedestrian activity from morning to late evening hours on weekdays and evenings (537.07). Building does not provide/contain a use that provides for a significant level of pedestrian activity and no direct access to the building from the sidewalk is provided along 77th Street.
- Maximum rear setback is 15 feet; 40 feet proposed (537.07).
- Minimum 15-foot landscape buffer along I-494 required; 6.3 feet proposed (537.07).
- Principal entrances should be architecturally emphasized and visible from the street. Principal patron entrances should be clearly defined and highly visible utilizing such design features as awnings, canopies, pillars, special building materials or architectural details (537.11). A pedestrian walking down 77th Street would not immediately recognize where the door is located, nor could he/she access the door directly from the sidewalk because of the retaining wall and fence.
- Lighting levels exceed allowable limits (544.09).
- Commercial developments shall use plant materials, berms, slopes, retaining walls, fences, low masonry walls, and public art to enhance the appearance of buildings and parking areas; to provide visual relief from long blank walls; to improve the environment for pedestrians; and to improve compatibility with adjacent housing. In particular special attention should be paid to providing visual and auditory separation between commercial and residential land uses and in hiding features such as truck docks and rooftop mechanical equipment (544.03, Subd. 6). Bloomington side of building (adjacent to housing) has seven roll-up service bays. There is minimal landscaping between the housing and the auto-centric commercial use. Failure to meet the parking lot setback leaves little room for effective buffering.
- Required parking lot setback from property line is 8ft. (544.13, Subd. 4). Not met along southern boundary (7 ft) and will likely be reduced in order to meet 2-foot Public Works clear zone requirements adjacent to 77th Street sidewalk.
- Impervious surface exceeds allowable limit of 85% (537.07). Proposed pervious pavers prohibited by storm water regulations for this area.
- Cross access and circulation across adjoining parcels is required, where appropriate and feasible (537.11, Subd.7h). Proposal will isolate EcoSmarte property and without access agreement may lead to taking of property by State when I-494 expanded.

While Planned Unit Developments allow from departures from Code requirements, this flexibility is given in exchange for superior design and integration into the neighborhood. The proposed development does not represent superior design and integration into the neighborhood. The proposed design is specifically detrimental to the two adjacent parcels.

- 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 Public Works Department has reviewed the proposal and that adequate services are or will be available.
- 5. The development will not have undue adverse impacts on neighboring properties. The proposal isolates both the 40-unit apartment to the west and the EcoSmarte property to the east. The proposal eliminates the possibility for a cross access agreement allowing EcoSmarte customers and employees to access that property. The expansion of I-494 and elimination of the frontage road could lead to a loss of this business in the future.
- 6. The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest. N/A. Staff recommends denial of the proposal in that it does not meet requirements.

**Part 2:** All uses are conditional uses in the PC-2 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 purpose of planned unit development regulations is to provide an opportunity for innovative and creative development, while assuring that the development will complement existing neighborhood character. The proposed development does not include innovative or creative development solutions and has potential negative impacts on adjacent properties.
- 3. The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines. The design guidelines of the Mixed Use District are not met. See above Part 1. #3
- 4. The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code. This requirement is not met. See above Part 1, #3.

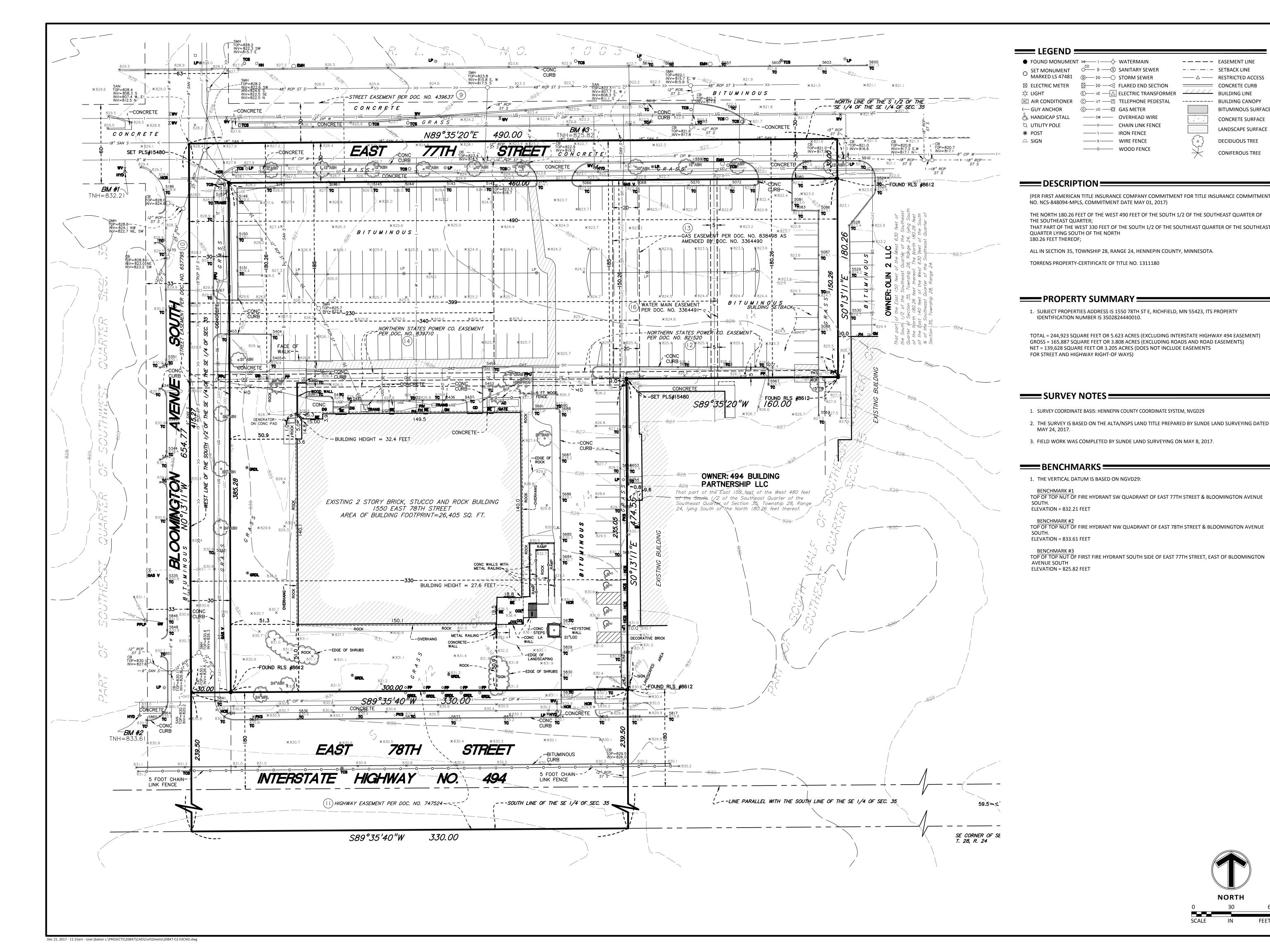
- 5. The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements. The Public Works Department has reviewed the proposal and adequate services are or will be available.
- 6. The use will not have undue adverse impacts on the public health, safety, or welfare. No undue adverse impacts are anticipated.
- 7. There is a public need for such use at the proposed location. An increased tax base is beneficial to the community; however, the proposal fails to meet a number of other requirements of the Comprehensive Plan and Zoning Ordinance and negatively impacts adjacent properties.
- 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 not met.

	Requirement	Previous Plan	Morrie's Response	11/28 Revised Plans	Audi	Current Plans
1	Minimum 15-foot buffer to separate auto sales uses from all other parcels (537.05, Subd. 6);	Not met	Yes. Plans have been revised to meet the 15' buffer requirement.	Met	Met	Not met in one small area adjacent to EcoSmarte.
2	Parking structures do not count toward minimum building height of two stories. Single story portions of structures may be allowed provided they are attached to a principal structure that is two (2) or more stories in height and that the footprint of the single story portion of the structure in no more than 40 percent of the total structure's footprint.; second level entirely parking (537.07);	Not met	Yes. Second floor showroom and office space have been added to meet this requirement.	Not met. The applicant has added approx. 1200 square feet of office space to the second floor. This is 2.2% of the second floor area.	Audi = 22.8% of second floor area dedicated to non-parking uses (most of rest is open to level below). Third floor entirely parking. No parking on ground floor - JLR 20,000sf parking ground floor. JLR is approx. 35,000 sf of non-parking total in building. Audi is approx 57,000 sf	
3	Minimum building coverage of 50 percent; proposed 39 percent (537.07);	Not met	Similar non compliance as Audi project. Audi was approved at 29%. We proposed 41.9%. 8.1% short, so we ask for this variance.	to raise coverage to 41.9%. Remains non-compliant.	Audi was approved at 43.8% (parking ramp is Phase 2 of same approved project).	Not met - no change from 11/28 plans.
4	Maximum impervious surface is 85 percent; proposed 89%, existing 75% (537.07);	Not met	Yes. Permeable pavers have been added to the site plan. This reduces the impervious coverage to 85%.	Not Met. Storm water requirements in this area do not allow infiltration - pervious pavers are prohibited.	Met	Not Met. Proposed impervious is 88% (current condition is 75%, allowable maximum is 85%)
5	Minimum 5 percent usable open space; (537.11, Subd. 9 - "Usable open space shall be a minimum of 1,000 square feet in size and a minimum of 20 feet wide in any direction")	Not met	Yes. A linear pedestrian greenway is proposed to connect 77th Street to 78th Street along the east side of the property meeting the 5% usable open space requirement.	neither of these meet them minimum dimensional requirements to be counted as useable open space per code.	' '	Not met. Areas provided do not meet minimum dimensional requirements to be counted toward useable open space requirement. Proposal improved by moving path and seating areas to west side of property (adjacent to housing).
6	Minimum 60 percent "street level active use" required. Defined as "The space of a buildings that fronts a primary street and contains a use that provides for a significant level of pedestrian activity from morning to late evening hours on weekdays and evenings. Such uses could include retail, service commercial, restaurants, coffee shops, libraries, post offices, common space or lobbies, and conference rooms or party rooms of office or high-density residential developments."	Not met	Similar noncompliance as Audi project. Trailhead connection between 77th and 78th Street has been added to increase the active use.	Not met. Staff would not find that 60% of the building or site frontage provides/contains a use that provides for a significant level of pedestrian activity. Under the flexibility allowed by a PUD the applicant is requesting that benches and interpretative signage/public art along 77th Street be counted as this requirement.	pedestrian oriented retail business was to construct an 11,000 square foot plaza with water feature, benches and	Not met. Use does not provide for significant amount of pedestrian activity, nor is direct access provided from 77th Street (retaining wall and fence will separate entrance from sidewalk).

	Requirement	Previous Plan	Morrie's Response	11/28 Revised Plans	Audi	Current Plans
7	Maximum rear setback is 15 feet; 37.4 feet proposed (537.07)	Not met	Similar noncompliance as Audi project. The proposed setback is similar to the Audi building that was approved.	Not met. Similar to Audi.	Yes, similar, but Audi was approved as PUD for providing an innovative and creative use (mainly the incorporation of the quasi-public space.)	Not met. Noncompliance increased in attempt to increase required green space at southern boundary.
8	Minimum 15-foot landscape buffer along I-494 required; 6.3 feet proposed (537.07);	Not met		Not met. Similar to Audi	Audi approved as PUD for innovation and creativity.	Not met. Increased to approx. 7 feet, but retaining wall along 77th Street is in required Public Works clear zone and entire project will likely be shifted back 2 feet -
9	Parking lot screening does not meet requirements (544.03, Subd. 7);	Not met	at 5 feet.  Yes. The Landscape Plan has been revised to meet this requirement.	Met	Met	further reducing buffer to 5 feet.  Met.
10	Maximum allowable parking exceeded. Only permitted if impervious surface requirements can be met (not met, see above) (544.13);	Not met	Yes. Parking has been reduced to meet 110% of the required parking stalls.	Met	Met	Met.
11	Principal entrances should be architecturally emphasized and visible from the street. Principal patron entrances should be clearly defined and highly visible utilizing such design features as awnings, canopies, pillars, special building materials or architectural details (537.11);	Not met	Yes. Principal entry is emphasized by different material and offset plane.	Principal entrances do not utilize awnings, canopies, pillars, special building materials or architectural details to call attention to entrance. A pedestrian walking along 77th Street would not immediately recognize where the door was located; it is recessed.	Similar to Audi entrance - Audi is PUD.	Not met. Entrances within parking areas now covered; however, primary entrance design is unchanged. While similar to Audi in design, the separation of the entrance from the public sidewalk is significantly different and not in keeping with requirements.
12	Changes in relief required along 15 percent of their street facades such as cornices, bases, window treatments, fluted masonry or other designs for pedestrian interest and scale (537.11, Subd.4).	Not met	Yes. This requirement is met by current design. Code calls for 15% relief on all street sides the current design has 24% relief at Bloomington, 24% at 77th Street, and 22% at 78th Street.	Applicant has made improvements to address pedestrian along Bloomington Avenue. Although there are still 7 overhead doors, a significant bank of windows has been added in the center of the building and additional ground floor level windows added.		Met.
13	Ground floor windows required along street sides of building (537.11);	Not met	Yes. Ground floor windows have been added at all street sides of the building.	Met	Met	Met.
14	Pedestrian connections and circulation does not meet minimum requirements (537.11 and 544.15);	Not met	Yes. Sidewalk connections from 77th Street to 78th Street have been added on the east side of the site and on the west side of the site along Bloomington Avenue.	Met.	Met	Sidewalk removed on east side of site in order to allow improvements adjacent to housing. Overall connectivity is less, but impact improved.

	Requirement	Previous Plan	Morrie's Response	11/28 Revised Plans	Audi	Current Plans
15	Bicycle parking required (544.17);	Not met	Yes. A bike rack has	Met	Met	Met.
			been added to meet this			
			requirement.			
16	Sidewalks required along all rights-of-way (537.11, Subd. 8); and	Not met.	Yes. A sidewalk has	Met.	Audi met	Met.
			been added along			
			Bloomington Avenue.			
17	Lighting levels exceed allowable limits (544.09).	Not met	Yes. Lighting levels have	Exceed allowable limits.	Similar - difficult to compare	Not met - no change from 11/28 plans.
			been revised to that of			
			what was approved at			
			the Audi facility.			
18	Building facades greater than 100 feet in length shall have offset jogs, using elements such as bay windows and recessed entrances or other articulation so as to provide pedestrian scale to the first floor and to avoid long continuous unbroken building facades.	Not met.		Met		Met.
19	Commercial developments shall use plant materials, berms, slopes, retaining	Not met.		Not met. Bloomington side adjacent	Parking structure won't be far	Met.
	wall, fences, low masonry walls and public art to enhance the appearance of			to housing has seven roll-up doors.	from part of building. Ped path	
	buildings and parking areas; to provide visual relief from long blank walls; to			There is minimal	installed between.	
	improve the environment for pedestrians; to improve compatibility with adjacent			landscaping/separation between the		
	housing (544.03 Subd. 6). In particular, special attention should be paid to			adj. housing and proposed auto-		
	providing visual and auditory separation between commercial and residential			centric use. Failure to meet parking		
	land uses and in hiding features such as truck docks and rooftop mechanical			lot setback leaves little room for		
	equipment.			buffering. Green space between		
				parking and sidewalk cannot support		
				larger trees, berm, etc.		
20	All delivery and loading operations and other utility and service functions shall			Not met. There are seven overhead		Not met, but improved. The number of
	be grouped and arranged away from the public right-of-way and fully screening			service doors on the Bloomington		service doors has been reduced, materials
	from ground level observation at any point on the property, adjacent property, or	-		side of the building (facing adjacent		improved, and landscaping on west side
	from adjacent right-of-way. (544.05)			housing). The proposed landscaping		improved.
				will not screen these service		
				functions.		
21	Building entrances shall incorporate arcades, roofs, porches, alcoves, porticoes	Not met		Not met; however, one covered	Not met. PUD	Met.
	and awnings that protect pedestrians from rain and sun. (537.11 Subd. 4)			entrance has been added along		
				Bloomington Avenue.		
22	Parking lot setback from ROW is 8 ft. (544.13, Subd. 5)	Not met		Not met - reduced to meet different	Audi met	Not met in two locations.
				(sidewalk) requirement.		
23	Cross access and circulation across adjoining parcels is required, where	Not met		Not met. Proposal will isolate		Not met - no change from 11/28 plans.
	appropriate and feasible. 537.11 Subd 7h			EcoSmarte property and may lead to		
				eventual taking of property by State		
				when I-494 expanded.		
24	The applicant has requested a change in the zoning from Mixed Use - Regional				Staff does not feel that the	
	to a Planned Unit Development District (PMR). Planned Unit Development				proposed development achieves	,
	(PUD) designations offer flexibility in the application of zoning requirements (like				the goals intended by the PUD	
	those listed in items 1-22) in exchange for "innovative and creative				regulations and recommends	
	development" A PUD designation is intended "to encourage efficient use of				denial of the request to rezone	
	land and resources, to promote efficiency in public and utility services, and to				the property. Without a	
	encourage innovation in the planning and building of all types of development." Required findings listed below:				rezoning, the applicant would	
	required initialitys listed below.				need to request variances from	
l					the list of items above.	
l						

equirement	Previous Plan	Morrie's Response	11/28 Revised Plans	Audi	<b>Current Plans</b>	
Required findings to rezone to PUD:						
) Development conforms to comp plan	Automobile dealerships can be part of a thriving,					
	pedestrian-friendly, mixed use development;					
	however, a proliferation of car dealerships does not	t				
	meet the mixed use guidance for this area.					
	Further, auto dealerships do not tend to invite					
	pedestrian activity or provide services to the					
	immediate neighborhood. The proposed plans					
	attempt to make up for this by providing open					
	space that does not meet the requirements of the					
	code and is situated to provide minimal benefit to					
	the existing residents. There are over 700					
	apartments in the area between Portland Avenue					
	and Truck Hwy 77. As stated in the I-494 Plan, this					
	area is envisioned as a vibrant area that includes a					
	diverse array of options for shopping, services,					
	restaurants, hotels, and park space for its					
	residents.					
) Development designed in manner to form desirable and unified environmer	t Yes.					
vithin own boundaries						
) Development in substantial conformance with purpose and intent of guiding						
listrict and departures from guiding district regulations are justified by design	Nothing exceptional about design of development that					
ne development.	would justify departures from so many regulations.					
) Development will not create excessive burden on parks, schools, streets or	None anticipated.					
ther public facilities.						
) Development will not have undue adverse impacts on neighboring propertie	es. Undue adverse impacts to apartments and EcoSmarte					-
Terms and conditions proposed are sufficient to protect public interest.						





12800 Whitewater Drive, Suite 300 Minnetonka, MN 55343 763.476.6010 telephone 763.476.8532 facsimile

Engineering | Surveying | Planning | Environmenta

Client

**BITUMINOUS SURFACE** 

CONCRETE SURFACE

LANDSCAPE SURFACE

**DECIDUOUS TREE** 

**CONIFEROUS TREE** 

**MORRIE'S AUTOMOTIVE GROUP** 

**Project MORRIE'S JAGUAR** LAND ROVER

Location RICHFIELD, **MINNESOTA** 

Certification



Summary

Designed: JEB Drawn: JEB Approved: BDB Book / Page: Phase: PRELIMINARY Initial Issued: 07/28/2017

**Revision History** 

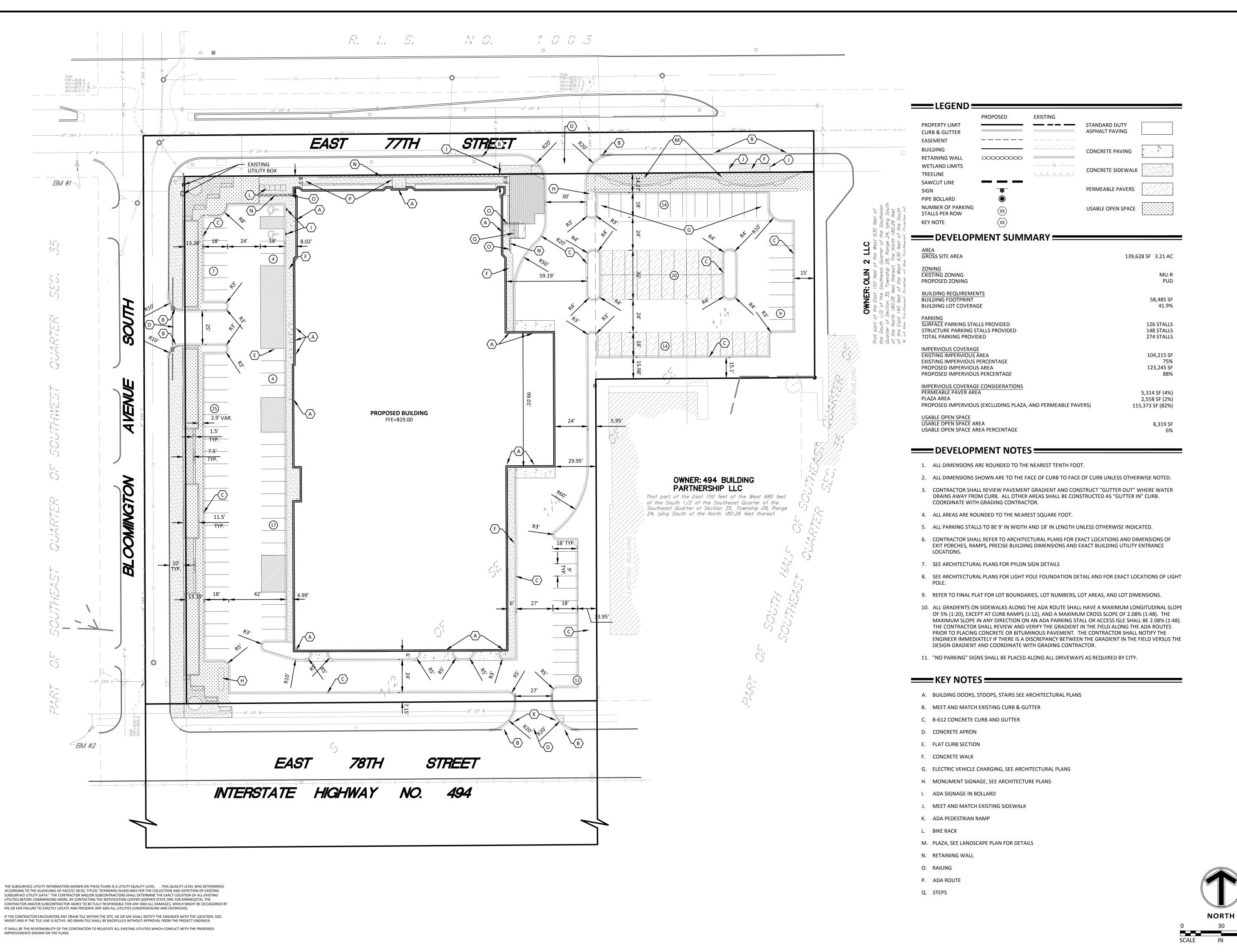
No. Date By Submittal / Revision 09/07/17 JEB OFF-SITE DRAINAGE 11/16/17 JEB CITY RE-SUBMITTAL 12/21/17 JEB CITY RE-SUBMITTAL

**Sheet Title EXISTING CONDITIONS** 

**Sheet No. Revision** C2.01

**Project No.** 

**NORTH** 



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Engineering | Surveying | Planning | Environmenta

Client

**MORRIE'S AUTOMOTIVE GROUP** 

Project

**MORRIE'S JAGUAR** LAND ROVER

Location RICHFIELD, **MINNESOTA** 

## Certification

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.

Registration of 4579 Date: 07/28/2017

If applicable, contact us for a wet signed copy of this

plan which is available upon request at Sambatek's, Minnetonka, MN office.

## Summary

Designed: JEB Drawn: JEB Approved: BDB Book / Page: Phase: PRELIMINARY Initial Issued: 07/28/2017

## **Revision History**

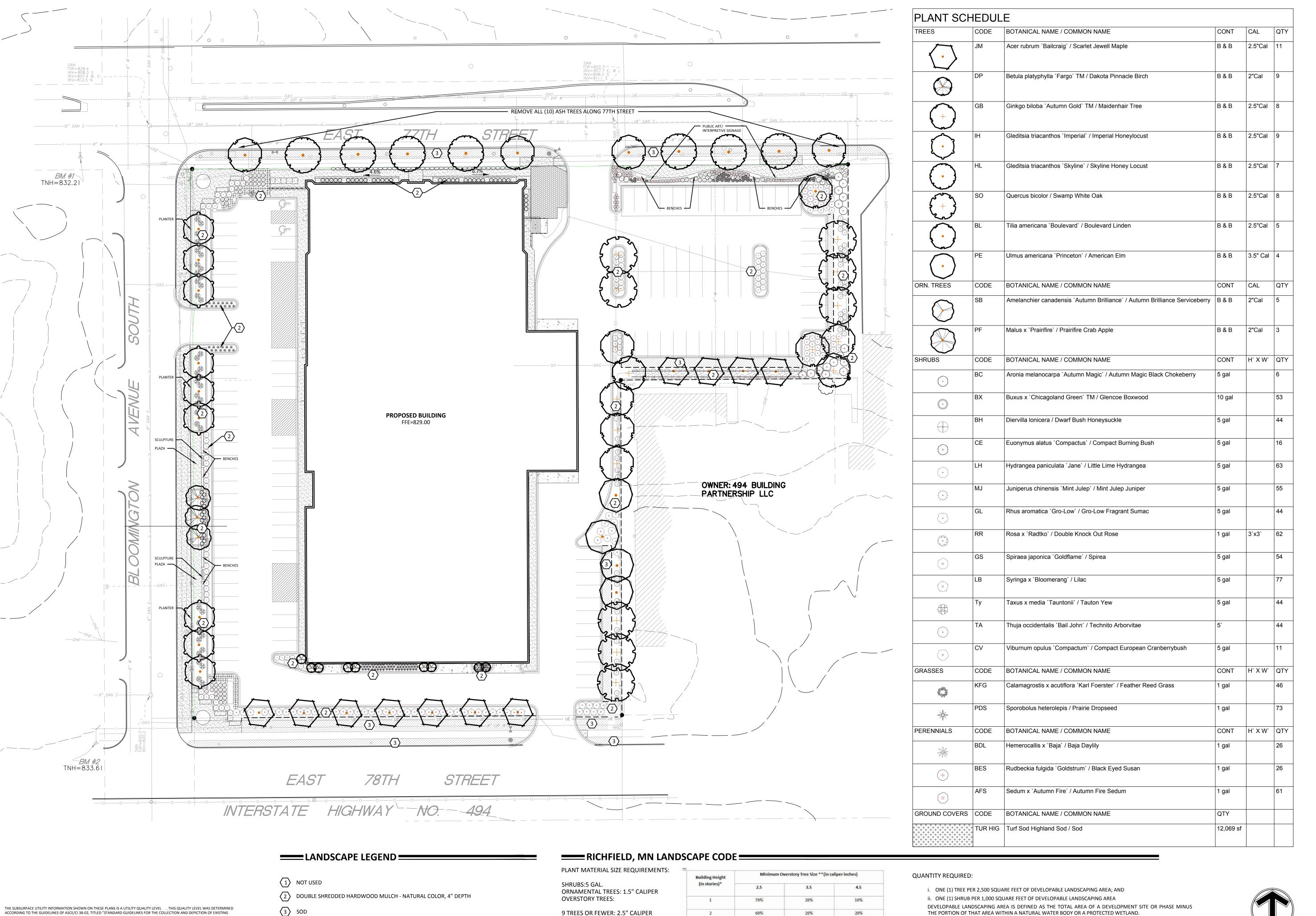
No. Date By Submittal / Revision 09/07/17 JEB OFF-SITE DRAINAGE

11/16/17 JEB CITY RE-SUBMITTAL 12/21/17 JEB CITY RE-SUBMITTAL

**Sheet Title SITE PLAN** 

**Sheet No. Revision** C3.01

**Project No.** 



MORE THAN 9 TREES:

PRELIMINARY APPROVAL

TREE SIZES WILL BE ADJUSTED TO MEET

CODE FOR 3 STORY BUILDING AFTER

60%

20%

30%

12800 Whitewater Drive, Suite 300

763.476.8532 facsimile Engineering | Surveying | Planning | Environmenta

Client

**MORRIE'S AUTOMOTIVE GROUP** 

Project **MORRIE'S JAGUAR** LAND ROVER

Location RICHFIELD, **MINNESOTA** 

Certification



Summary

Designed: JEB Drawn: JEB Approved: BDB Book / Page: Phase: PRELIMINARY Initial Issued: 07/28/2017

## **Revision History**

No. Date By Submittal / Revision 09/07/17 JEB OFF-SITE DRAINAGE 11/16/17 JEB CITY RE-SUBMITTAL

12/21/17 JEB CITY RE-SUBMITTAL

**Sheet Title LANDSCAPE PLAN** 

**Sheet No. Revision** 

**Project No.** 

PLANT TYPE TREES SHRUBS

DEVELOPABLE LAND ON SITE= 139,629 SQ. FT.

PROVIDED

140

SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE

HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

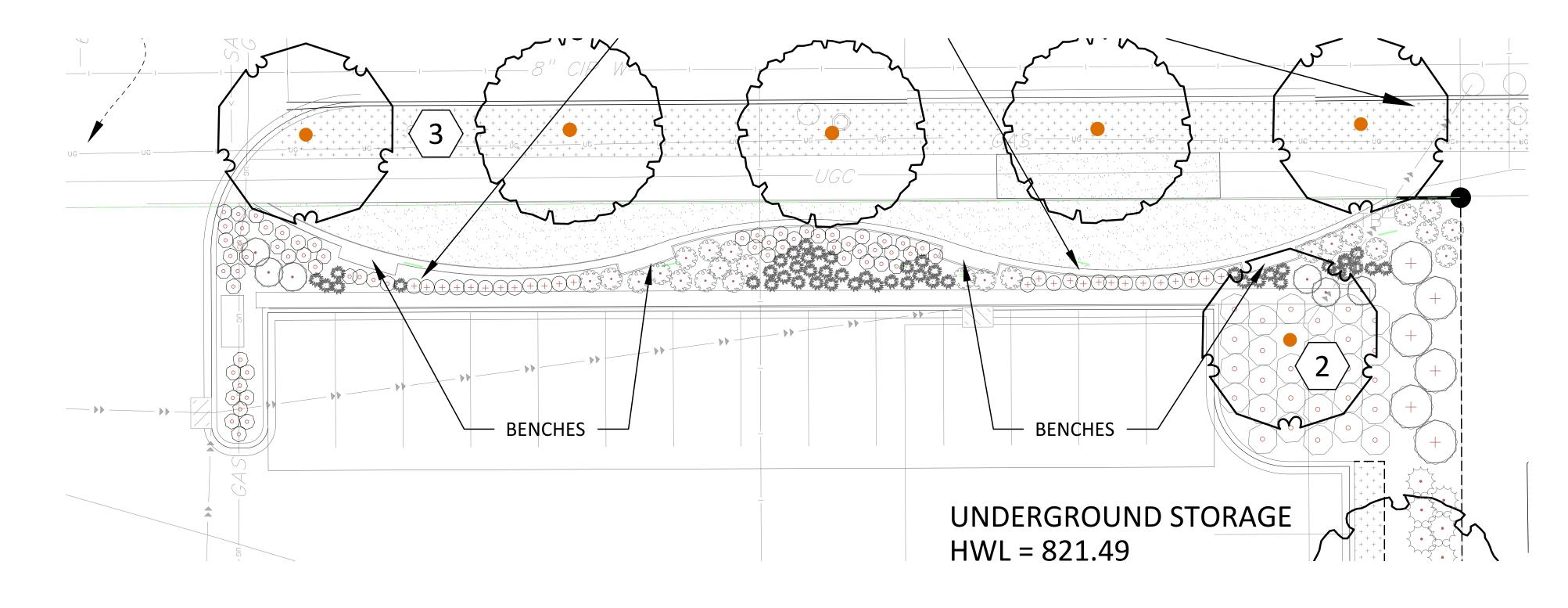
CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY

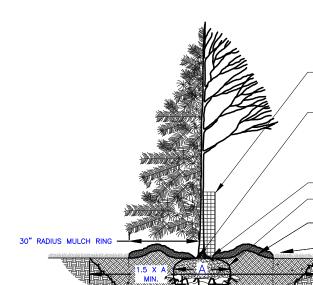
IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE,

INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED

——— STEEL EDGER





CONTRACTOR SHALL MAINTAIN TREES IN A PLUMB POSITION THROUGHOUT THE WARRANTY PERIOD. IF STAKING IS REQUIRED BY SITE CONDITIONS, CONTRACTOR TO USE 2 OR 3 STAKE METHOD WITH 1 WEBBING AROUND TRUNK OF THREE (NO WIRE OR CABLING TO BE USED) WRAP TREE TRUNKS ONLY UPON APPROVAL BY

LANDSCAPE ARCHITECT

PROVIDE & INSTALL RODENT PROTECTION

1/2" HARDWIRE CLOTH, MESH CYLINDER, 8" DIA OR GREATER X 36" HT.. STAKE IN PLACE INSTALL TREE WITH ROOT FLARE VISIBLE AT TOP OF THE ROOT BALL. REMOVE SOIL IN LEVEL MANNER FROM TOP OF ROOT BALL TO EXPOSE 1ST 1/2" OR LARGER MAIN ORDER ROOT IF NEEDED. SET ROOT BALL WITH MAIN ORDER ROOT 1" ABOVE ADJACENT GRADE. DO NOT COVER TOP OF ROOT BALL WITH SOIL. PLACE NO MULCH IN CONTACT WITH TREE TRUNK REMOVE BURLAP, TWINE, ROPE AND WIRE FROM TOP HALF OF ROOT BALL BUILD 4" HIGH EARTH SAUCER BEYOND EDGE OF

- PLACE ROOT BALL ON UNDISTURBED OR COMPACTED SOIL CADIEV SIDES OF THEE

TO BIND WITH PREPARED SOIL

PLANTING SOIL, REFER TO SPECIFICATIONS, COMPACT TO 85% OF MAX. DRY UNIT WEIGHT ACCORDING TO ASTM D 698

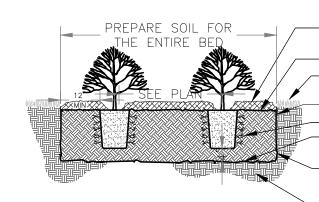
- TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT



DIG PLANTING PIT 4" TO 6"-

DEEPER THAN ROOT BALL

## TREE PLANTING DETAIL



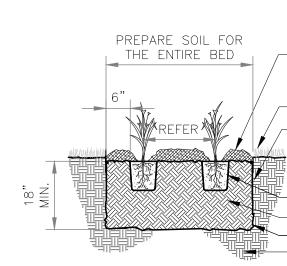
- INSTALL 2" LAYER OF MULCH, DO NOT PLACE IN CONTACT W/ SHRUB STEM - APPLY PRE-EMERGENT HERBICIDE - EDGE CONDITION VARIES

- EDGER, REFER TO PLAN AND SPECIFICATION LOOSEN ROOTS OF CONTAINER GROWN PLANTS - EXCAVATE PLANT BED MIN. 4" DEEPER THAN ROOT BALL HT. - SCARIFY SIDES AND BOTTOM OF PLANTING BED

WITH SPADE - UNDISTURBED SUBGRADE



## SHRUB PLANTING DETAIL



REFER TO EXTERIOR PLANTING SPECIFICATION - INSTALL 1" LAYER OF SHREDDED HARDWOOD MULCH OR 2" LAYER OF FINELY SHREDDED HARDWOOD MULCH. DO NOT PLACE IN CONTACT WITH PLANT

- EDGE CONDITION VARIES - EDGER, REFER TO PLAN AND SPECIFICATION

- LOOSEN ROOTS OF CONTAINER GROWN PLANTS - PLANTING SOIL

- SCARIFY SIDES AND BOTTOM OF PLANTING BED WITH SPADE - UNDISTURBED SUBGRADE



PERENNIAL PLANTING DETAIL

## NOTES =

## **GENERAL NOTES:**

 THE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF THE WORK.

2. THE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE

ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.

4. THE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION. DAMAGE TO SAME SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

5. LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND GOPHER STATE ONE CALL 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.

6. THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE. 7. THE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT

NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO 8. THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST.

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN. 9. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.

10. EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O.C. MAXIMUM SPACING. 11. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

12. CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.

## **PLANTING NOTES:**

1. NO PLANTS SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

2. A GRANULAR PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AT THE MANUFACTURERS RECOMMENDED RATE PRIOR TO PLANT INSTALLATION.

ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.

4. OVERSTORY TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PAVED SURFACES.

5. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE

CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND. 6. PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.

7. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED. 8. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED

UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION. 9. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

10. ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.

11. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.

12. MULCH: SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL, IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 4" FOR SHRUB BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED. 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO

COMPLETE THE WORK SHOWN ON THE PLAN. 14. USE ANTI-DESICCANT (WILTPRUF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY

14. PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT (4% MIN.) OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MNDOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5

AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED IN A 6" LAYER AND ROTO-TILLING IT INTO THE TOP 12" OF SOIL AT A 1:1 RATIO.ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HEELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.

15. ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1 -NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF

REPLACEMENT INCLUDING LABOR AND PLANTS. 16. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.

17. SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK. DECIDUOUS

17.1. POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1 17.2. DECIDUOUS /B&B: 4/1 - 6/1; 9/21 - 11/1 17.3. EVERGREEN POTTED PLANTS: 4/1 - 6/1; 9/21-11/1

17.4. EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1 17.5. TURF/LAWN SEEDING 4/1 - 6/1; 7/20 - 9/20 17.6. NATIVE MIX SEEDING 4/1 - 7/20; 9/20-10/20

18. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE, INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.

19. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.

20. WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

## **TURF NOTES:**

TURF ESTABLISHMENT SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROVISIONS

OF THE MN/DOT 2105 AND 2575 EXCEPT AS MODIFIED BELOW: 1. ALL AREAS TO RECEIVE SOD SHALL ALSO RECEIVE 4" OF TOPSOIL PRIOR TO INSTALLING SOD. TOPSOIL SHALL BE FREE OF TREE ROOTS, STUMPS, BUILDING MATERIAL,

AND TRASH, AND SHALL BE FREE OF STONES LARGER THAN 1 1/9" INCHES IN ANY DIMENSION. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON

SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY. TURF ON ALL OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, MULCHING AND FERTILIZING. SEED MIXTURE NO.25-121 (FORMERLY MnDOT 240) WILL BE PLACED AT THE RATE OF 70 POUNDS PER ACRE.

WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.

ALL DISTURBED AREAS TO BE TURF SEEDED, ARE TO RECEIVE 4" TOP SOIL, SEED, MULCH, AND

6. ALL DISTURBED AREAS TO RECEIVE NATIVE SEED, ARE TO RECEIVE PLANTING SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.

IRRIGATION SYSTEM TO BE DESIGN/BUILD. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL OF SYSTEM LAYOUT PRIOR TO INSTALLATION.

2. ALL SOD TO RECEIVE SPRAY OR ROTOR IRRIGATION HEADS WITH MINIMUM DESIGN OF 1" IRRIGATION PER WEEK. ALL PLANT BEDS TO RECEIVE DRIP LINE IRRIGATION, WITH A MINIMUM DESIGN OF .25"

IRRIGATION PER WEEK. 4. CONTRACTOR TO INSTALL A TOTAL OF 4 QUICK COUPLERS AT THE CORNERS OF THE

PROPERTY. A 2.5" TYPE K SOURCE PIPE IS PROVIDED BY MECHANICAL.

12800 Whitewater Drive, Suite 300 Minnetonka, MN 55343 763.476.6010 telephone 763.476.8532 facsimile

Engineering | Surveying | Planning | Environmenta

Client

**MORRIE'S AUTOMOTIVE GROUP** 

**Project** 

**MORRIE'S JAGUAR LAND ROVER** 

Location RICHFIELD, **MINNESOTA** 

Certification



Summary

Designed: JEB Drawn: JEB Approved: BDB Book / Page: Phase: PRELIMINARY Initial Issued: 07/28/2017

**Revision History** 

No. Date By Submittal / Revision 09/07/17 JEB OFF-SITE DRAINAGE 11/16/17 JEB CITY RE-SUBMITTAL

12/21/17 JEB CITY RE-SUBMITTAL

**Sheet Title LANDSCAPE** 

**DETAILS** 

**Sheet No. Revision** 

Project No.

ROOF SCREEN AREA:
ALL ROOF TOP EQUIPMENT
SHALL BE PLACED WITHIN THIS
AREA TO ALLOW FOR
SCREENING BY PARAPET WALL.

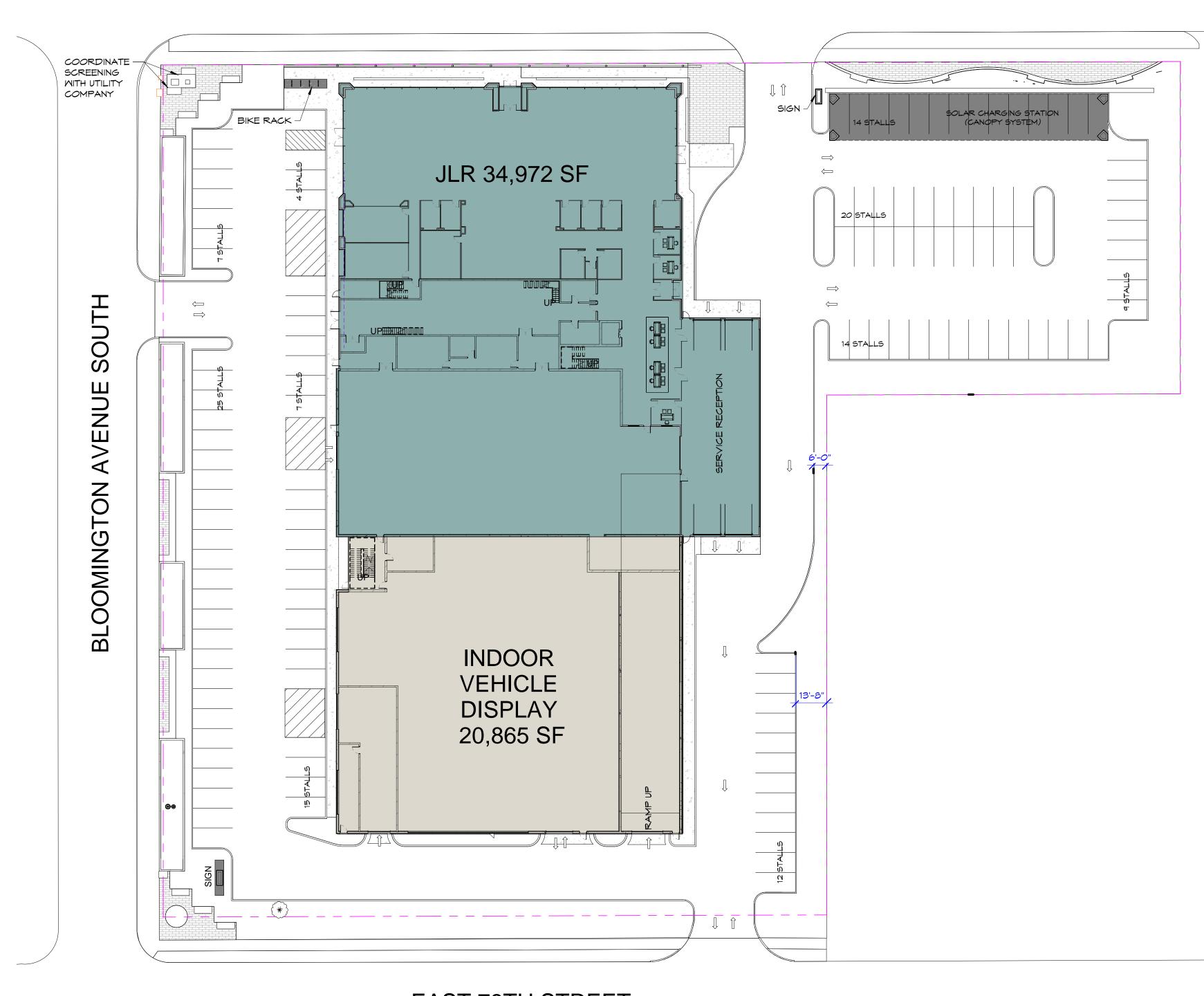
ROOF PLAN- SCREEN AREA

SITE AREA	
OVERALL SITE SF	139,628 SF
BUILDING FOOTPRINT	58,485 SF
BUILDING LOT COVERAGE	41.9%

BUILDING AREA	
JRL FINISHED	34,972 SF
1ST FLOOR PARKING STRUCTURE	20,865 SF
2ND FLOOR PARKING STRUCTURE	52,851 SF
SOLAR CHARGING STATION CANOPY STRUCT.	2,648 SF
TOTAL AREA	111,336 SF

PARKING	
APPROX. SURFACE STALLS	127
APPROX. PARKING STRUCTURE STALLS	148
TOTAL STALLS	275

## EAST 77TH STREET



EAST 78TH STREET

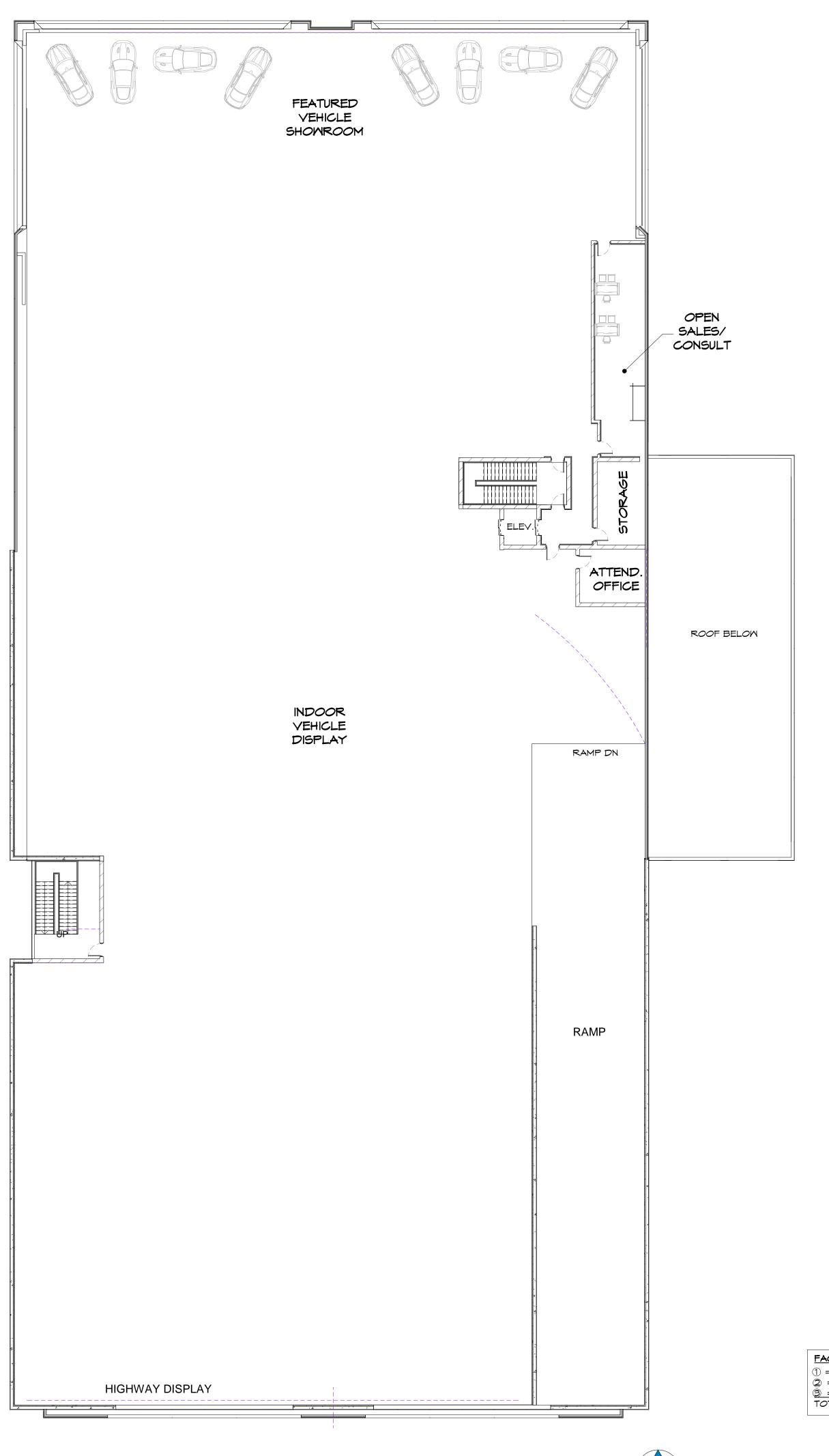


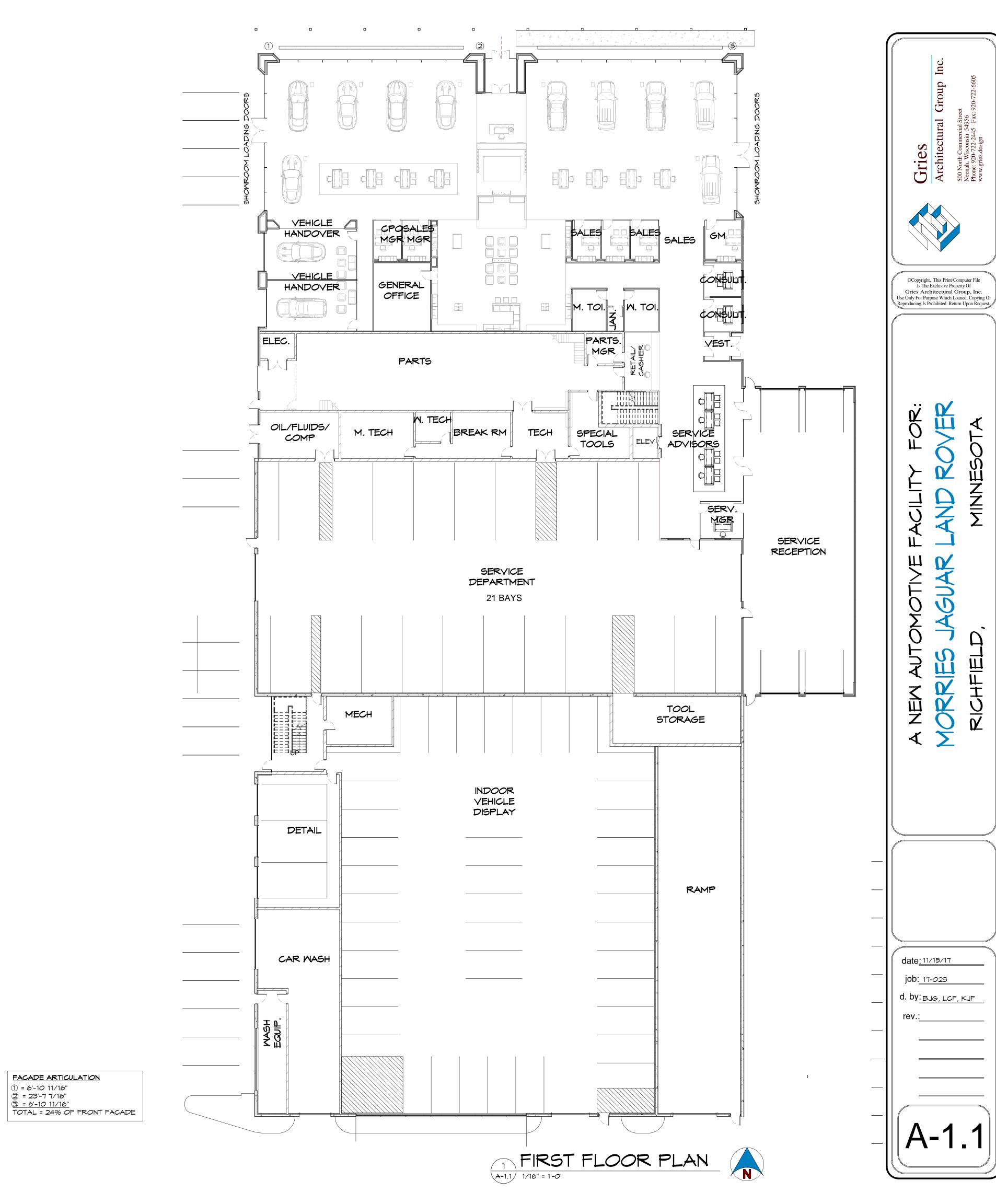


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job:<u>17-023</u> d. by: BJG, LCF, KJF

rev.: 12/21/17

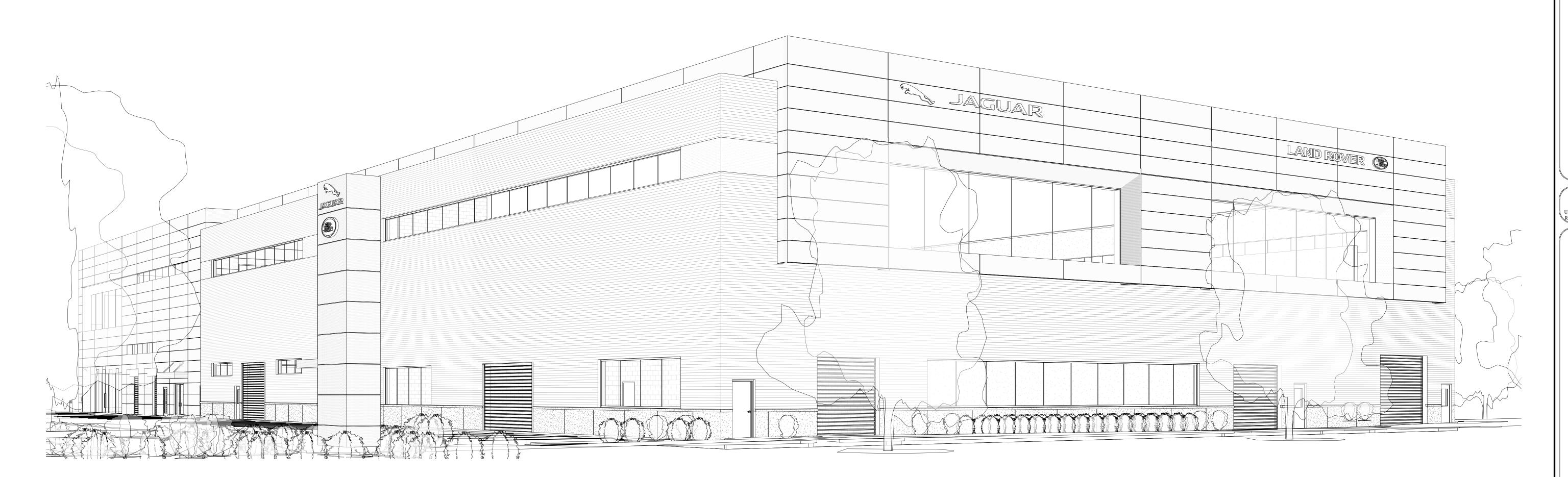




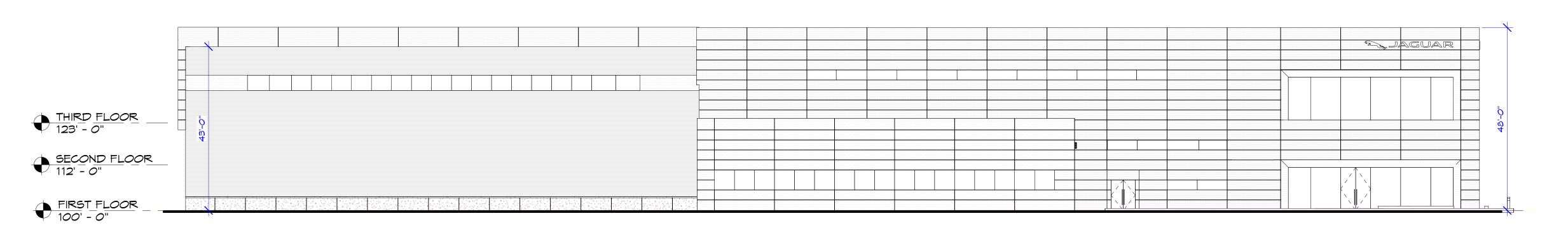
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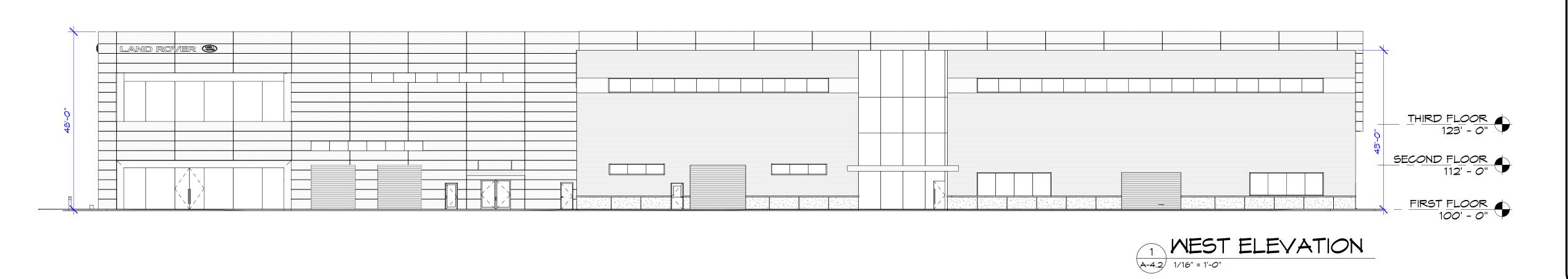


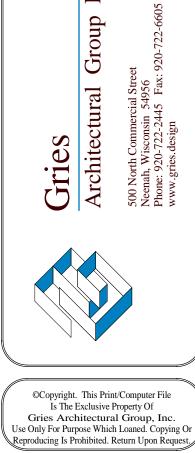


## SW PERSPECTIVE VIEW



# 2 EAST ELEVATION A-4.2 1/16" = 1'-0"





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A NEW AUTOMOTIVE FACILITY

MORRIES JAGUAR LAND R

RICHFIELD, MINNES

date: 11/15/17

job: <u>17-023</u>
d. by: <u>BJG, LCF, KJF</u>
rev.: <u>12/21/17</u>

**4-4.2** 

JAGUAR

Gries

Architectural Group Inc

500 North Commercial Street
Neenah, Wisconsin 54956
Phone: 920-722-2445 Fax: 920-722-6605

LAND ROVER (M)

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FACILITY FOR:
LAND ROVER
MINNESOTA

MONNIEU LAGUAN L RICHFIELD,

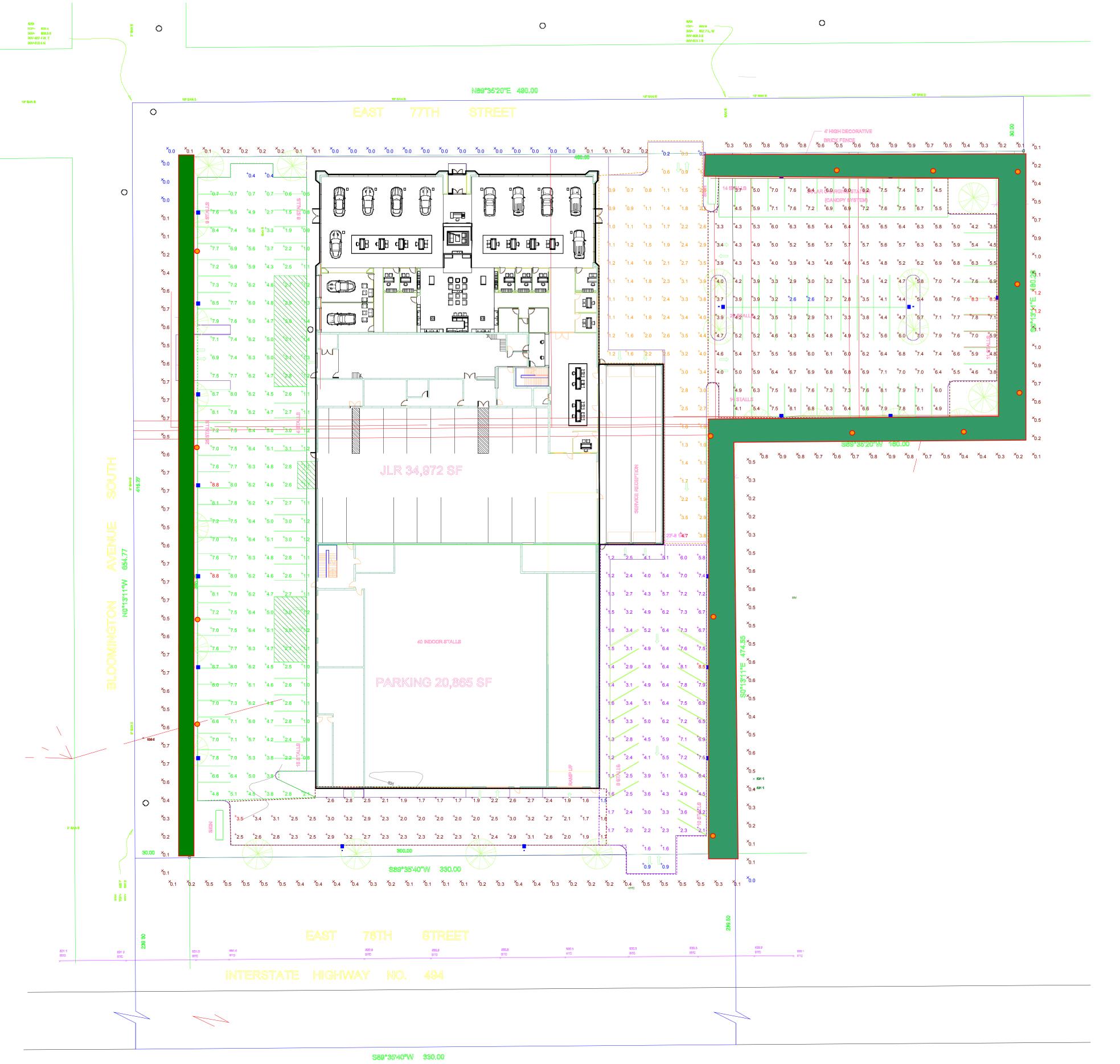
date: 11/15/17

job: 17-023

d. by: BJG, LCF, KJF

rev.: 12/21/17

A-4.





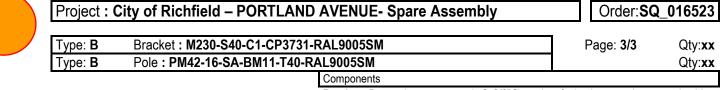


chedule					
Symbol	Label	Quantity	Manufacturer	Catalog Number	Wattage
	A	14	Lithonia Lighting	DSX1 LED	241
_	A-1	1	Lithonia Lighting	DSX1 LED	163
-	В	2	Lithonia Lighting	DSX1 LED	241
-	С	2	Lithonia Lighting	DSX1 LED	125

Statistics									
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min			
EAST	+	2.0 fc	4.7 fc	0.2 fc	23.5:1	10.0:1			
NORTHEAST		5.6 fc	8.3 fc	2.6 fc	3.2:1	2.2:1			
PERIMETER	X	0.4 fc	1.2 fc	0.0 fc	N/A	N/A			
SOUTH	+	2.4 fc	3.5 fc	1.5 fc	2.3:1	1.6:1			
SOUTHEAST	+	4.3 fc	8.5 fc	0.9 fc	9.4:1	4.8:1			
WEST	+	4.7 fc	8.8 fc	0.4 fc	22.0:1	11.8:1			



## APPROVAL – SPECIFICATION



Components

Bracket: Decorative goose neck 2 3/8"Ø made of aluminum and a central tubing 4"(10cm)Ø made of aluminum Single configuration(C1). Slip fits on the pole tenon 12"(30cm) long x 3 1/2"(10cm)Ø.

Pole: Round shape. Made from a 4"(10cm)Ø, 6061-T6 aluminum alloy tubing, welded

pole is welded to both the top and the bottom of an anchor plate.

Access door: Covering a 4"x9" (10cmx22cm) opening with a sealing joint. Giving access to the copper ground lug.

to a 6 5/8"(17cm)Ø base. The wall thickness of the pole is 1/4"(6.3mm) (PM42). The

Decorative cover: Round shape. A two-piece base cover and joint cover, made of

cast aluminum, mechanically secured together.

**Bolt circle:** 11 1/2" (29cm)Ø. Available from 9 1/2" to 12"(24cm to 30cm)Ø.

Anchor bolts: Supplied by Cyclone: 3/4" x 20"(17+3) Fully galvanized anchor bolts c/w nuts & washers for levelling.

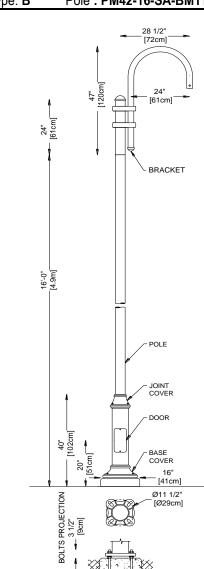
Note: Pole can withstand an EPA of 10.3 ft  $^2$  @ 90mph.

nerals/Options

Hardware: All exposed hardware is stainless steel. EPDM and/or silicone gasketing is applied

Color: RAL9005 (Jet black) / Finish: textured (TX) or smooth (SM). Application of a polyester powder coat of paint. (5 mils /127 microns). The finish meets the ASTM G7, B117 and D1654 requirements relative to salt spray and humidity resistance. Cyclone recommends the textured finish for this product.

Any accessories, added or modified that are not described on this approval drawing will automatically void the warranty unless a written consent is given by

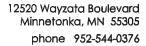


Bracket EPA: 1.73 ft<sup>2</sup>











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July 28, 2017

Mr. John Stark Community Development Director City of Richfield 6700 Portland Avenue Richfield, Minnesota 55423

Re: Morrie's Automotive Group

Proposal for Jaguar Land Rover Dealership

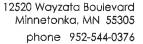
#### Dear John:

Morrie's Automotive Group ("Morrie's") is pleased to submit its application to the City of Richfield ("City") in support of a proposed Jaguar Land Rover dealership at 1550—78<sup>th</sup> Street East, Richfield, Minnesota ("the Site"). The Site currently is improved by the so-called Adler building and occupied by a non-profit institution, the Adler Graduate School. This letter explains why Morrie's is pursuing the new dealership at the Site and confirms the policies of the City that support the application.

#### Background

Morrie's is under contract to purchase the Site and to pursue the application to redevelop it. The Site is an approximately 3.20-acre parcel located generally in the northwest quadrant of the intersection of Minnesota State Highway 77 and Interstate 494. The Site currently is improved by a two-story office building and a surface parking lot. The Site is bounded on the north and south by East 77th Street and Cedar Avenue South, respectively, and on the west, by Bloomington Avenue South.

Surrounding land uses include low-density office, limited service hotel and an older class C multi-family residential building, a pool supply store, and Metro Sales situated generally along the Interstate 494 frontage. North of East 77th Street is primarily a single-family residential neighborhood separated by a sound wall on the north side of 77th Street. North of the Site, across East 77<sup>th</sup> Street, is a large screen wall, constructed along with the reconstruction of the street corridor. The screen wall functions as a noise barrier but also totally blocks any view to the south by any residents living north of the wall, including any view to the Site. Limited access is provided through the wall to East 77th Street. Several properties located one block to





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the west of the Site were recently redeveloped as an Audi dealership. Additionally, there is a city park north of the property along with some single family homes.

# Morrie's Dealership Proposal

Morrie's proposes to redevelop the Site and construct a state-of-the art dealership building to house its Jaguar and Land Rover brands and operations. The Site was chosen by Morrie's because it complies both with manufacturing spacing requirements as well as City land use policies and regulations. Further, it is perfectly positioned to serve the customer base. Jaguar Land Rover has targeted this area specifically based on results of a study by Urban Science, a global network planning company. The dealership building would be a 35,089 sf two-story structure, together with a two-story 66,745 sf enclosed parking ramp and a 3,256 sf solar charging canopy structure. Morrie's new building will reflect four-sided architecture in accordance with City design standards, as reflected in the attached plans and specification. The building would be oriented to 77<sup>th</sup> Street to project an urban street frontage per City requirements; the south facade of the building will be designed to present an attractive freeway presence in the manner of a large retail use.

The Jaguar Land Rover dealership would only be the second in the Twin Cities region, thereby ensuring the customers will travel to the City and the Site from around the greater Twin Cities region whether to purchase or service their vehicle.

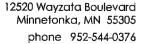
The existing use of the Site is a non-profit academic institution; as authorized by state law, this use pays no state or local property taxes. When constructed, the Morrie's dealership will require a capital investment of approximately 25,000,000, generating estimated annual property taxes of approximately \$700,000 substantially higher per square foot than that of the Audi property. In addition, Morrie's will need to recruit and hire approximately 65 employees to fill a range of positions, from senior managers to skilled technical service personnel. Morrie's would like to work with the City to conduct a job fair to recruit candidates for these new positions.

# Comprehensive Plan

The future land use designation of the Site is Regional Commercial (RC). According to the City's Comp Plan, the RC designation is for uses located "primarily, if not exclusively" along major regional corridors, such as I-494. Such uses are intended to attract users "from throughout the Twin City metropolitan area." The Comp Plan is supplemented by the I-494 Corridor Land Use Plan (the "I-494 Plan").

Development of the Audi dealership to the west of the Site required a Comp Plan amendment to reclassify that property with the Regional Commercial designation. The Audi staff report states the following:

In 2005, the City adopted an I-494 Corridor Master Plan which has since been incorporated into the City's Comprehensive Plan. The intent of the Plan was to





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help ensure the continued investment in and future vitality of the corridor. Regional Commercial designations were limited due to a perceived saturation of the retail market in this area. Regional retail was not identified as an undesirable use, but rather was not seen as a viable option at this location. (emphasis added)

A car dealership is a unique type of regional retail to which the general rules used to construct the Corridor Plan may not be applicable. State Law and specific franchise requirements largely dictate the location of dealerships and dealerships are a definitive example of "destination retail." The destination component of the proposed use makes regional commercial development possible in this location.

.Audi Staff Report 2. By adopting this finding as part of its approval of the Audi land use amendment, the City has made a legislative policy determination that an automobile dealership is consistent with the designation of the Site as Regional Commercial.

#### **Zoning for the Site**

The Site is zoned MU-R Mixed Use-Regional, a district that "supports destination oriented commercial and office uses at a high density/intensity of development." City Code § 537.01. The proposed use is an "Auto Sales or Lease-New Vehicles," which is a permitted use, subject to a conditional use permit. Morrie's proposes to amend the zoning for the Site based on the City's Planned Unit Development standards (the new Audi dealership also was rezoned PD to allow its use to be approved). In addition, Morrie's is seeking Site Plan approval for the redeveloped Site.

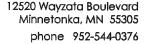
Richfield's Zoning Code describes Mixed Use Districts as "an area that supports multiple land uses that are complementary to one another and support the ability to live, work, shop and play within a development pattern of horizontally mixed or vertically mixed uses." Mixed Use-Regional is intended to support:

Destination oriented commercial and office uses at a high density/intensity of development. Limited higher density residential uses would be encouraged to support major employment concentrations. Vertical mixing of uses would be encouraged to create building mass along primary arterials.

The City Code also describes the purposes and intent of Mixed Use in general as follows:

Purpose and Intent. The purpose and intent of the Mixed Use Districts shall be to:

- a) Guide future development along the I-494 corridor in order to adapt to market and transportation changes;
- b) Encourage vertical mixed-uses clustered at primary (regional) and secondary (community) transportation nodes to build identity within the district;
- c) Provide a mix of residential densities along the corridor;





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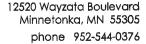
- d) Provide appropriate transitions between uses;
- e) Promote greater pedestrian and bicycle access and connections throughout the corridor and along the length of the corridor;
- f) Discourage auto oriented uses in favor of pedestrian friendly mixed-use development;
- g) Encourage reductions in impervious surface, well landscaped and attractive public and private spaces with a pedestrian and bicycle friendly character and environment by minimizing surface parking and enhancing pedestrian corridors (sidewalks and trails) through reinforcing build-to lines, getting new buildings to address the street and emphasize enticing street level architecture;
- h) Encourage public open spaces within the corridor by allowing and encouraging taller buildings for high-density uses;
- i) Ensure high quality architectural design and materials;
- j) Promote increased use of transit; and
- k) Encourage redevelopment in a manner that is consistent with the Comprehensive Plan and any redevelopment plan(s) that exist for the district.

Auto sales is a conditional use in the Mixed Use Regional zone; the City has made a policy determination that the Morrie's dealership satisfies the "mixed use" policy just as it did when it approved the Audi dealership.

The 2005 I-494 Corridor Study discusses mixed use development as follows:

Mixed-use development refers to the integration of residential, commercial, retail, employment, civic, recreational, and educational uses; the integration is accomplished in such a way as to reduce traffic congestion and contain urban sprawl. The mix of land uses in a compact area not only supports and enhances each element in the development but also provides residents a rich and diverse environment in which to live, work, shop, play and learn.

A similar goal is described in the 2016 update to the Cedar Avenue Master Plan. The I-494 study also describes a "Regional Commercial" designation for the Cedar Avenue intersection with I-494 as follows:





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The Regional Commercial land use designation implies that the primary land uses located within this area will be commercial uses attracting users from the larger metropolitan region. Examples of uses located in this category might be largescale anchor retail tenants, office, mid-sized retailers or a collection of specialty retail tenants fashioned in a lifestyle center. These land use types are located at Lyndale Avenue and where I-494 and Cedar Avenue intersect.

#### **Airport Zoning Restrictions**

The Metropolitan Airports Commission has established mandatory flight safety zones for uses near the international airport; the Site falls within Safety Zone B. The City implements the MAC Safety Zone designation under its Airport Impact Overlay District I. Prohibited uses in Safety Zone B include uses that generate large concentrations of people, such as churches, hospitals, nursing homes, residential uses (including low, medium and high density residential uses), schools, stadiums, theaters, etc. An automotive dealership is not restricted by the airport zoning restrictions.

Thank you for considering the application of Morrie's Automotive Group for a new Jaguar Land Rover dealership in the City. Morrie's is very excited about the opportunity to work with the City to complete this project and to bring new employment and tax base to the City of Richfield. Please do not hesitate to call me with any question.

Sincerely,

Karl Schmidt

**CEO** 

4850-7276-5516, v. 1



1550 East 78th Street

Richfield, Minnesota 55423

Phone: 612 861 7554 Fax: 612 861 7559

E-mail: info@alfredadler.edu

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July 27, 2017

Mayor Pat Elliott City of Richfield 6700 Portland Ave. So. Richfield, MN 55423

#### **Dear Mayor Elliott:**

I write this letter on behalf of the Adler Graduate School (AGS), to request your support for the prospective sale of our building located at 1550 East 78<sup>th</sup> Street in Richfield, Minnesota. Richfield has been a good home for the Adler Graduate School since 2006. The congeniality of the Richfield community and the support of Richfield public servants has been both consistent and abundant. I know I speak for everyone at AGS when I say we are very grateful.

Since moving to Richfield and taking ownership of our building, we initially increased our enrollment and populated the portion of the building we did not need for the school with primarily non-profit, human services-oriented tenants. We have faced some challenges in recent years that affect the revenues necessary to support our educational programs — which are the most essential, mission-driven elements of our organization. Enrollment has been relatively flat and we have been unable to lease approximately 18,000 square feet of vacant rental space.

The Adler Graduate School has worked very hard to attract prospective students and tenants. In response to increasing competition among schools offering similar programs, AGS has continued to build its student recruitment and admissions capabilities. Likewise, our efforts to attract tenants have been continuous and, for the past year, have included a commercial real estate group, SVN Northco, to assist in finding tenants. Nevertheless, we have struggled in finding tenants for our building. Add to these challenges the fact that AGS' physical plant demands more investments in maintenance each year. Our building is nearly 50 years old and is showing its age.

An internal analysis shows that a high proportion of AGS students come from the Twin Cities' western suburbs. For practical reasons, we have been considering a possible re-location to that area. We now have an opportunity to sell AGS' current building and reinvest the proceeds of our sale into a smaller building, more practical for our needs; a building that would offer lower operating costs, greater proximity to a majority of our students, and more of a campus atmosphere – which would benefit new student recruitment.

By lowering operating costs in a smaller footprint and improving locational convenience to students, we at AGS believe the Morrie's Project offers us a unique opportunity to improve the long-term viability of the Adler Graduate School and our vision and mission. As such, we at AGS endorse the Morrie's Project.

I respectfully submit this letter on behalf of the Adler Graduate School and in support of the Morrie's Project. I am available for questions if that might be helpful. My contact information appears below.

Sincerely,

Dan Haugen, PhD AGS President

612-767-7048 haugen@alfredadler.edu

Cc: Lynn Robson, Morrie's

## AN ORDINANCE RELATING TO ZONING; AMENDING APPENDIX I TO THE RICHFIELD CITY CODE BY REZONING 1550 78TH STREET EAST AS PLANNED MIXED USE (PMU)

#### THE CITY OF RICHFIELD DOES ORDAIN:

- Section 1. Section 18, Paragraph (4) of Appendix I of the Richfield Zoning Code is amended to read as follows:
  - (4) M-18 (S of 77th, Bloomington to Cedar). That area lying between the center lines of 77th and 78th Streets, and between the center lines of Cedar Avenue and Bloomington Avenue except:

The North 180.26 feet of the West 490 feet of the South ½ of the Southeast Quarter of the Southeast Quarter; That part of the West 330 feet of the South ½ of the Southeast Quarter of the Southeast Quarter lying South of the North 180.26 feet thereof; All in Section 35, Township 28, Range 24.

- Sec. 2. Section 8, of Appendix I of the Richfield Zoning Code is amended by adding new Paragraphs (6) as follows:
  - (6) The North 180.26 feet of the West 490 feet of the South ½ of the Southeast Quarter of the Southeast Quarter; That part of the West 330 feet of the South ½ of the Southeast Quarter of the Southeast Quarter lying South of the North 180.26 feet thereof; All in Section 35, Township 28, Range 24.
- Sec. 3. This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

	Pat Elliott, Mayor	
ATTEST:		
Elizabeth VanHoose, City Clerk		

AGENDA SECTION: AGENDA ITEM# OTHER BUSINESS

9.



# STAFF REPORT NO. 16 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

12/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

12/29/2017

#### ITEM FOR COUNCIL CONSIDERATION:

Consideration of designating representatives to serve as the 2018 liaisons to various metropolitan agencies and City commissions.

#### **EXECUTIVE SUMMARY:**

Members of the City Council serve as the City's representatives on various metropolitan agencies and City commissions. Each year, the City Council appoints these representatives.

#### **RECOMMENDED ACTION:**

By motion: Designate City Council liaison appointments to various metropolitan agencies and City commissions for 2018.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

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

• The City Council considers the designation of liaisons at the first meeting in January of each year.

#### C. CRITICAL TIMING ISSUES:

• Representation on metropolitan agencies and commissions is important for the city and designations should be made at the first meeting of the year.

#### D. FINANCIAL IMPACT:

None

#### E. **LEGAL CONSIDERATION:**

None

#### **ALTERNATIVE RECOMMENDATION(S):**

• The City Council may defer the designations to a future City Council meeting.

# PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

# **ATTACHMENTS:**

Description Type

2017 Liaison Appointment List Backup Material

<u>AGENCY</u>	2017 LIAISON	2018 LIAISON
METRO CITIES	PAT ELLIOTT, REP. MICHAEL HOWARD; EDWINA GARCIA; MARIA REGAN GONZALEZ, ALTS.	
LEAGUE OF MINNESOTA CITIES	PAT ELLIOTT, REP. MICHAEL HOWARD, ALT.	
NOISE OVERSIGHT COMMITTEE	PAM DMYTRENKO, REP. MARIA REGAN GONZALEZ, ALT.	
TRANSPORTATION COMMISSION	MICHAEL HOWARD, LIA. MARIA REGAN GONZALEZ, ALT.	
I-35W SOLUTIONS ALLIANCE	MICHAEL HOWARD, LIA. PAT ELLIOTT, ALT. JEFF PEARSON, STAFF LIA.	
494 CORRIDOR COMMISSION	PAT ELLIOTT, LIA. MICHAEL HOWARD, ALT. JACK BROZ, STAFF LIA.	
PLANNING COMMISSION	EDWINA GARCIA, LIA. PAT ELLIOTT, ALT.	
COMM. SERVICES COMMISSION	EDWINA GARCIA, LIA. MICHAEL HOWARD, ALT.	
ADVISORY BOARD OF HEALTH	MARIA REGAN GONZALEZ, LIA. EDWINA GARCIA, ALT.	
HUMAN RIGHTS COMMISSION	MICHAEL HOWARD, LIA. MARIA REGAN GONZALEZ, ALT.	
FRIENDSHIP CITY COMMISSION	MICHAEL HOWARD, LIA. PAT ELLIOTT, ALT.	
ARTS COMMISSION	PAT ELLIOTT, LIA. MICHAEL HOWARD, ALT.	
CIVIL SERVICE COMMISSION	MARIA REGAN GONZALEZ, REP.	
RICHFIELD COMMUNITY HUMAN SERVICES PLANNING COUNCIL	EDWINA GARCIA, REP. MARIA REGAN GONZALEZ, ALT.	
FOWL BOARD	MARIA REGAN GONZALEZ, REP. EDWINA GARCIA, ALT.	
SOUTHWEST CABLE COMMISSION	PAT ELLIOTT, REP. STEVE DEVICH, REP. MICHAEL HOWARD, ALT	

MICHAEL HOWARD, ALT.

<b>AGENCY</b>	<b>2017 LIAISON</b>	2018 LIAISON
RICHFIELD HISTORICAL SOCIETY	EDWINA GARCIA, REP. PAT ELLIOTT, ALT.	
RICHFIELD SCHOOL DISTRICT	MARIA REGAN GONZALEZ, REP. MICHAEL HOWARD, ALT.	
BEYOND THE YELLOW RIBBON	MARIA REGAN GONZALEZ, REP.	

AGENDA SECTION: AGENDA ITEM# OTHER BUSINESS

10.



# STAFF REPORT NO. 17 CITY COUNCIL MEETING 1/9/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager

12/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager

12/29/2017

#### ITEM FOR COUNCIL CONSIDERATION:

Discussion regarding City Council attendance at the 2018 National League of Cities (NLC) Conferences.

#### **EXECUTIVE SUMMARY:**

According to State Statute 471.66, the governing body of cities and school districts must adopt a policy that controls out-of-state travel for elected officials. That policy was adopted by the City Council in November 2005 and stipulates that the City Council must approve, in advance by a motion, attendance at out-of-state conferences.

#### RECOMMENDED ACTION:

By motion: Designate Council Member(s) to attend the March 11-14, 2018 NLC Congressional City Conference in Washington, D.C. and the November 7-10, 2018 NLC City Summit in Los Angeles, CA.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- The City Council has determined that attendance at the NLC conferences is beneficial to the City's operations and long-range planning efforts.
- Information regarding the 2018 conferences is available on their website: www.nlc.org.

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

• This information is contained in the Executive Summary.

#### C. **CRITICAL TIMING ISSUES:**

• It is critical that the City Council remains in the informational loop regarding congressional activities as it relates to federal funds and homeland security issues.

#### D. FINANCIAL IMPACT:

• Funds for the City Council to attend the NLC conference(s) are included in the City's 2018 budget.

#### E. LEGAL CONSIDERATION:

None

# **ALTERNATIVE RECOMMENDATION(S):**

• The City Council may address this designation prior to each conference or the Council may decline to send delegates.

## PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

# **ATTACHMENTS:**

Description Type

□ 2014-2017 Conference Attendance Backup Material

# COUNCIL MEMBER ATTENDANCE AT NATIONAL CONFERENCES 2014 - 2017

CONFERENCE	DATE	LOCATION	ATTENDEES		
2017					
NLC Congressional City	March 11-14	Washington, DC	Garcia Regan Gonzalez		
NLC City Summit	Nov. 15-18	Charlotte, NC	Trautmann		
2016					
NLC Congressional City	March 5-9	Washington, DC	Goettel		
NLC City Summit	Nov. 16-19	Pittsburgh, PA	Goettel		
2015					
NLC Congressional City	March 3-7	Washington, DC	Goettel		
NLC City Summit	Nov. 4-7	Nashville, TN	Goettel		
2014					
NLC Congressional City	March 8-12	Washington, DC	Goettel Garcia		
NLC City Summit	Nov. 18-22	Austin, TX	Goettel		