SPECIAL CITY COUNCIL WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
JANUARY 23, 2018
5:45 PM

Call to order

1. Discussion of solar options.
2. Discussion of organics collection.

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 18, 2017

Council Memorandum No. 8

The Honorable Mayor
and
Members of the City Council

Subject: January 23, 2018 City Council Work Session

Council Members:

The following items will be discussed at the January 23, 2018 work session.

Alternative Energy Options
The preliminary research on the opportunities for energy conservation, sustainability, and efficiency within Richfield has been completed. Staff will present the findings of the research and will look for direction on next steps. This topic is rescheduled from the November 14, 2017 Work Session.

Please contact Kristin Asher, Public Works Director, with questions.

Organics Collection
Staff will be presenting recommendations to establish organics collection in Richfield. A representative from the Richfield League of Women Voters will be joining staff in the study session presentation as with a number of interested citizens.

Please contact Jim Topitzhofer, Recreation Services Director, with questions.

Respectfully submitted,

Steven L. Devich
City Manager

SLD:jjv
Email: Assistant City Manager
Department Directors

REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JANUARY 23, 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 January 9, 2018; (2) Special City Council, Housing and Redevelopment Authority, and Planning Commission work session of January 9, 2018; (3) Regular City Council meeting of January 9, 2018; and (4) Special City Council work session of January 13, 2018.

PRESENTATIONS

1. Presentation of the Officer of the Year 2017 Award to Richfield Police Officer Nicholas Schipp
2. Friends of the Richfield Band Shell drawing for a legacy brick at the new band shell

COUNCIL DISCUSSION

3. Hats Off to Hometown Hits

AGENDA APPROVAL

4. Approval of the Agenda
5. **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 a resolution supporting nominations for the Minnesota Department of Transportation's Corridors of Commerce program solicitation.

   Staff Report No. 18

   B. Consideration of the approval to authorize staff to hire Hoisington Koegler Group, Inc. to complete remaining work for the 2018 Comprehensive Plan update.

   Staff Report No. 19

C. Consideration of the authorization of the City Manager to execute a site lease agreement with New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) for antenna space on Penn Avenue water tower.

Staff Report No. 20

D. Consideration of the approval of a resolution clarifying the repayment schedule for the assessment for removal of diseased trees from private property for work ordered in 2016.

Staff Report No. 21

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

PROPOSED ORDINANCES

7. 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. 22

RESOLUTIONS

8. Consideration of the approval of a resolution pertaining to filing of the Pay Equity Report with the Minnesota Management and Budget Department and the approval of a resolution approving the revised 2018 General Services Compensation Plan to reflect the elimination of a step in the GS1 through GS6E pay grades.

Staff Report No. 23

OTHER BUSINESS

9. Consideration of:
   1. Approval of the final plans and specifications for the 66th Street Streetscaping Project (CP41009); and
   2. Authorizing staff to advertise for bids.

Staff Report No. 24

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

Staff Report No. 25

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

Staff Report No. 26

12. Consideration of appointments to City advisory commissions.

Staff Report No. 27

CITY MANAGER'S REPORT

13. City Manager's Report

CLAIMS AND PAYROLLS

14. 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.

15. Adjournment

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

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Special City Council Work Session

January 9, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 6:00 p.m. in the Bartholomew Room.

Council Members Present:	Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann (arrived at 6:02 p.m.).
Staff Present:	Steven L. Devich, City Manager; Kristin Asher, Public Works Director; Jeff Pearson, City Engineer; Jack Broz, Transportation Engineer; and Jared Voto, Executive Aide/Analyst.

Item #1	**LYNDALE AVENUE RECONSTRUCTION UPDATE**

Public Works Director Asher introduced the topic to the Councilmembers and commented that this isn't as easy as doing what was done on Portland Avenue and wanted to share what has been heard at open houses.

Transportation Engineer Broz presented the plans and policies the guide the project; the project goals as adapted from the City's guiding principles; discussed the public outreach to date of two open houses, two transportation commission meetings, and a meeting at City Bella, and what was heard of pedestrian, bicyclist's, motorist's, and general concerns for Lyndale Avenue. Taking these concerns, Mr. Broz presented design considerations to address the issues raised. Mr. Broz discussed that a "community problem statement" was created and goals to address safety in design through the consideration of speed, reduction of crash severity, and reallocate space. Mr. Broz then discussed safety tools, with benefits and tradeoffs, of a 3-lane section, reducing conflict points, roundabouts, and compact roundabouts, and access management. Lastly, Mr. Broz presented the next steps including two additional open houses, a business open house, and three transportation committee meetings.

Mayor Elliott commented on the aspect of safety versus accessibility to neighborhoods and wanted to ensure efforts to reach out to people early in the process who may be directly impacted by the project.

Councilmember Regan Gonzalez commented on community outreach events at existing events, such as the co-op, churches, and school, in order to get a wider variety of feedback.

Councilmember Howard commented to be deliberate in our approach to designing Lyndale Avenue, and although it cannot be Portland Avenue, that can be used as a model.

Councilmember Trautmann asked about severity of crashes at Lyndale and Lake Shore Drive. City Engineer Pearson responded and stated he would email actual data to the Council.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:29 p.m.

Date Approved: January 23, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Special Joint City Council, Housing and Redevelopment Authority, and Planning Commission Work Session

January 9, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 6:30 p.m. in the Bartholomew Room.

Council Members Present:	Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.
HRA Members Present:	Pat Elliott; Michael Howard; Sue Sandahl; and Erin Vrieze Daniels.
HRA Members Absent:	Mary Supple, Chair.
PC Members Present:	Sean Hayford Oleary, Chair; Allysen Hoberg; and Dan Kitzberger.
PC Members Absent:	Bryan Pynn; Susan Rosenberg; and Gordon Vizecky.
Staff Present:	Steven L. Devich, City Manager; John Stark, Community Development Director; Melissa Poehlman, Planning & Redevelopment Manager/Assistant CD Director; and Jared Voto, Executive Aide/Analyst.

Item #1	**POTENTIAL REDEVELOPMENT OF HRA LOTS AT 1405 AND 1407 - 66TH STREET EAST BY THERAPY OF CHAMPIONS**

Community Development Director Stark introduced the topic and welcomed the business owner and development partner.

Jimmy Loyd, Development Manager for Thor Development, introduced members of Thor Development: Taylor Cooper, Design Associate, and Damaris Hollingsworth, Vice President of Design. Mr. Loyd also introduced Otis Smallwood, co-owner of Therapy of Champions.

Mr. Smallwood provided background on how their business was started, what they do and their plans for the future, and shared his positive experiences with neighbors of his business and why he is interested in expanding in Richfield.

Ms. Hollingsworth presented the development proposal with two design options. She discussed they were looking at a modern/contemporary design using metal, wood, and glass, as opposed to brick.

Councilmembers and commissioners shared their comments on the proposals and overall stated positive comments for the designs shown, some indicating they preferred Option 2. Councilmembers and commissioners commented on liking the step down of the buildings; appreciated the thought for the residential neighborhood behind the proposed development; liked the different building heights and appreciated a local business coming into the community and expanding; appreciated the vision for the space and the entire block; and thought the project aligned with the City's slogan of an "Urban Hometown".

Director Stark closed the work session by briefly outlining the next steps moving forward with the project as a dual path with the City Council and HRA.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:58 p.m.

Date Approved: January 23, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Regular Meeting

January 9, 2018

CALL TO ORDER

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

Councilmembers Present:	Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; 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; Melissa Poehlman, Planning & Redevelopment Manager/Assistant CD Director; Chris Regis, Finance Manager; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

Heidi Smith, 6521 15th Avenue S, spoke regarding questions about a potential home being built by Endres Custom Homes at 6525 15th Avenue S.

Christine Maleck, 7620 2nd Avenue S, spoke in support of approving the Morrie's Auto Group proposal.

Anne Schultz, President of the Richfield Chamber of Commerce, 2 Meridian Crossing, spoke in support of approving the Morrie's Auto Group proposal.

Aaron Lissarrague, Chair of the Richfield Chamber of Commerce, 309 Apple Lane, spoke in support of approving the Morrie's Auto Group proposal.

David Lefler, 6839 Clinton Avenue, spoke in support of approving the Morrie's Auto Group proposal.

Scott Verbout, 6721 Lynwood Boulevard, spoke in support of approving the Morrie's Auto Group proposal.

Joseph Souza, 7008 Oliver Avenue S, spoke in support of approving the Morrie's Auto Group proposal.

Shannon Souza, 7008 Oliver Avenue S, spoke in support of approving the Morrie's Auto Group proposal.

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 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.

Motion carried 5-0.

Item #1	**COUNCIL DISCUSSION** • Hats Off to Hometown Hits

Councilmember Garcia spoke regarding the passing of Vernon Luettinger and his involvement in Richfield and offered condolences to his family. She also spoke about the January 18 Public Works open house regarding the 77th Street Underpass.

Councilmember Trautmann spoke regarding the recent fires in Richfield and thanked the firefighters.

Councilmember Regan Gonzalez spoke regarding the fire at Seasons Park apartments and thanked the community for coming together to support the family. She also spoke about the Kids @ Home program being open for applications.

Councilmember Howard thanked the firefighters and community; the Kids @ Home program; and the 74 ducks City staff rescued in 2017.

Mayor Elliott spoke regarding the recent community discussion about the tax levy as it related to the City's levy and Economic Development Authority's levy being combined on the tax statement.

Item #2	**APPROVAL OF THE AGENDA**

M/Garcia, S/Howard to approve the agenda.

Motion carried 5-0.

Item #3	**CONSENT CALENDAR**

City Manager Devich presented the consent calendar.

A. Consideration of the approval of resolutions designating official depositories for the City of Richfield for 2018, including the approval of collateral. (S.R. No. 1)

RESOLUTION NO. 11460

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

RESOLUTION NO. 11461
RESOLUTION DESIGNATING CERTAIN SAVING AND LOAN
ASSOCIATIONS, BANKS AND CREDIT UNIONS AS DEPOSITORIES
FOR THE DEPOSIT AND INVESTMENT OF CITY FUNDS IN 2018

RESOLUTION NO. 11462
RESOLUTION DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS
DEPOSITORIES FOR THE INVESTMENT OF CITY OF RICHFIELD
FUNDS IN 2018

These resolution appear as Resolution No. 11460, 11461, and 11462.

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. (S.R. No. 2)

RESOLUTION NO. 11463
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

This resolution appears as Resolution No. 11463.

C. Consideration of the approval of a resolution designating an official newspaper for 2018. (S.R. No. 3)

RESOLUTION NO. 11464
RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER FOR 2018

This resolution appears as Resolution No. 11464.

D. Consideration of the approval of a designation of an Acting City Manager for 2018. (S.R. No. 4)
E. Consideration of the approval of a resolution approving the Public Purpose Expenditure Policy for fiscal year 2018. (S.R. No. 5)

RESOLUTION NO. 11465
RESOLUTION APPROVING THE PUBLIC PURPOSE EXPENDITURES
POLICY FOR FISCAL YEAR 2018

This resolution appears as Resolution No. 11465.

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. (S.R. No. 6)

RESOLUTION NO. 11466
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

This resolution appears as Resolution No. 11466.

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. (S.R. 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. (S.R. 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. (S.R. 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. (S.R. No. 10)

RESOLUTION NO. 11467
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

This resolution appears as Resolution No. 11467.

City Manager Devich stated Item K was removed from the agenda.

M/Elliott, S/Regan Gonzalez to approve the consent calendar, as amended.

Motion carried 5-0.

Item #4	**CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR**

None.

Item #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. (S.R. NO. 12)**

Councilmember Regan Gonzalez presented Staff Report No. 12 and opened the public hearing.

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

Motion carried 5-0.

M/Regan Gonzalez, S/Elliott to 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.

Motion carried 5-0.

Item #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. (S.R. NO. 13)**

Councilmember Garcia presented Staff Report No. 13 and opened the public hearing.

Ginny Moring, 6418 Pillsbury Avenue S, spoke in favor of overturning the Planning Commission's denial of the variance.

Javier Ayala, 6420 Pillsbury Avenue S, spoke in favor of overturning the Planning Commission's denial of the variance.

Stephany Wilson, 6414 Pillsbury Avenue S, spoke in favor of overturning the Planning Commission's denial of the variance.

Anthony Schwendeman, 6400 Pillsbury Avenue S, spoke in favor of overturning the Planning Commission's denial of the variance.

Daniel Stephens, 6338 Pillsbury Avenue S, spoke in favor of overturning the Planning Commission's denial of the variance.

Wilson Ortiz, 6414 Pillsbury Avenue S, spoke in favor of overturning the Planning Commission's denial of the variance.

Councilmember Trautmann asked if the only alternatives were destruction of the garage or letting it stand as it is currently, or is there a third alternative such as a fine.

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

Motion carried 5-0.

Community Development Director Stark responded that staff does not know because the owner did not pull building permits so the engineering is not known. He stated it might be possible to remove three feet from the end and reconstruct the end. Ultimately it is incumbent on the owner to show how he could come into conformance with the required setbacks.

Councilmember Garcia stated the applicant disregarded the ordinance and did not follow the process after talking to staff numerous times. The issue isn't that the applicant is a good guy and helps the neighborhood. He has to follow the rules like everyone else.

Mayor Elliott stated he was looking for alternatives to bring the applicant into compliance without destroying the garage.

Planning & Redevelopment Manager/Assistant CD Director Poehlman clarified the vote is to deny or approve a variance and does not state how the applicant has to come into compliance with the ordinance if the variance is denied.

City Manager Devich commented that this is not the first time something like this has happened. He stated the situation troubled him because the applicant was informed multiple times what he could or could not do and he built something without getting building permits. In this situation

the neighbors are in favor of the applicant, but there are many times with neighbors are not happy with the situation.

City Attorney Tietjen discuss the same legal standard applies whether the variance is granted after the fact and that the property owner has to show there are practical difficulties with complying with the requirements of the ordinance.

Councilmember Howard discussed the issues of setting a precedent and shouldn't take that lightly. He also asked about the setback in this area.

Planning & Redevelopment Manager/Assistant CD Director Poehlman stated they did not know the utility clearance requirements. Those are usually reviewed during the permit application process and no building permit was applied for the garage.

Councilmember Howard stated he felt the decision on the variance request was clear based on the facts, and is more interested in the remedies that can be found that doesn't involve tearing down the garage.

Mayor Elliott stated it was incumbent on the owner to bring forward remedies to come into compliance.

Councilmember Trautmann recognized the neighbors who spoke in support of the applicant and questioned if there was another option or if the item could be tabled.

Councilmembers further discussed the issue at hand and that this wouldn't be resolved by the Council. If the variance is denied the applicants needs to come into compliance and work with the City staff.

M/Garcia, S/Elliott to 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.

RESOLUTION NO. 11469
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

Motion carried 4-1. Councilmember Trautmann opposed. This resolution appears as Resolution No. 11469.

Item #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. (S.R. NO. 14)**

Councilmember Howard presented Staff Report No. 14.

M/Howard, S/Regan Gonzalez to approve a second reading of an ordinance adding City Code Section 430 pertaining to shore land management and approve a resolution approving summary publication of new City Code Section 430 pertaining to shore land management.

RESOLUTION NO. 11470
RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE ADDING SECTION 430 OF RICHFIELD CITY CODE PERTAINING TO SHORE LAND MANAGEMENT

Motion carried 5-0. This resolution appears as Resolution No. 11470.

Item #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. (S.R. NO. 15)**

Mayor Elliott presented Staff Report No. 15.

Community Development Director Stark commented the role between City Council and staff.

Councilmembers discussed the proposal, staff's recommendation as it relates to current City policy, ordinance, and plans, and information received from two market analyses of the area. Councilmembers also discussed if a car dealership was a reasonable use of this space and asked staff for areas that are deficient with City Code and that Morrie's proposal has responded to staff's comments and made changes to meet the requirements.

Community Development Director Stark responded to the Council's question and listed some of the items of concern to staff and also noted changes Morrie's has made to their proposal.

Councilmembers further discussed the proposal and the progress Morrie's has made with their proposal and responding to staff's requests. Additionally, Councilmembers discussed the concerns for access to the ECOsmarte site and impact on the neighboring apartments, the history of Richfield as a bedroom community, the change in the vision of the city and the need for commercial tax base, and the commitments Morrie's has made to the city, schools, and residents of Richfield.

M/Elliott, S/Trautmann to 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 approved the requested CUP.

Councilmember Garcia offered a friendly amendment to: 1. Provide an at-grade access at 77th Street sidewalk to a 77th Street facing door; 2. Retaining walls and railings cannot exceed 36 inches in height combined along 77th Street; 3. The lighting must meet code requirements; 4. All storm water requirements must be met; 5. Impervious surface cannot exceed allowable maximums; and 6. Applicant should consider negotiation of an access agreement with ECOsmarte.

M/Howard, S/Elliott to approve the friendly amendment.

Peter Coyle, Morrie's Automotive Group Representative, asked that the requirements not be an impediment to moving forward if the conditions set were not able to be satisfied after working in good faith with staff.

Community Development Director Stark commented the at-grade entrance at 77th is a solution and staff would like to focus on the problem which is to have a community-friendly entrance on 77th Street. Staff is open to working on a solution to the problem.

Motion carried 5-0.

Item #9	**CONSIDERATION OF DESIGNATING REPRESENTATIVES TO SERVE AS THE 2018 LIAISONS TO VARIOUS METROPOLITAN AGENCIES AND CITY COMMISSIONS. (S.R. NO. 16)**

Mayor Elliott presented Staff Report No. 16.

Councilmembers reviewed the list and tabled the item until the January 23, 2018, City Council meeting.

Item #10	**DISCUSSION REGARDING CITY COUNCIL ATTENDANCE AT THE 2018 NATIONAL LEAGUE OF CITIES (NLC) CONFERENCES. (S.R. NO. 17)**

Mayor Elliott presented Staff Report No. 17.

Councilmembers reviewed the conference dates and tabled the item until the January 23, 2018, City Council meeting.

Item #11	**CITY MANAGER'S REPORT**

Mayor Elliott asked if it was possible to put a Jonathan O'Shaughnessy collection at City Hall. City Manager Devich responded he would look into it and get back to the Mayor.

Item #12	**CLAIMS AND PAYROLLS**

M/Garcia, S/Elliott that the following claims and payrolls be approved:

U.S. Bank		**12/26/17**
A/P Checks: 264365 - 264751	$	955,762.77
Payroll: 132819 - 133141 ; 42790		597,785.37
TOTAL	$	1,553,548.147

U.S. Bank		**01/09/18**
A/P Checks: 264752 - 265049	$	1,351,477.48
Payroll: 133142 - 133471 ; 42791		631,515.88
TOTAL	$	1,982,993.36

Motion carried 5-0.

OPEN FORUM

None.

Item #13	ADJOURNMENT

The meeting was adjourned by unanimous consent at 9:50 p.m.

Date Approved: January 23, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Special City Council Work Session

January 13, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 8:30 a.m. in the Babcock Room.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann (arrived at 6:02 p.m.).

Item #1	**INTERVIEWS OF PERSONS INTERESTED IN SERVING ON THE CITY'S ADVISORY COMMISSIONS.**

The City Council conducted interviews of the following applicants for appointment to City Advisory Boards and Commissions:

Robert Mulcahy
Sean Hayford Oleary
Kirsten Johnson
Rose Jost
Jeremy Barthels
Jim Topitzhofer for Art Felgate
Dave Mathias
G. (Gilbert) Craig Willey
Jim McFarlane
Joyce Marrie
David Buzicky
Martin Kirsh
Benjamin Castiglione
Daniel Groepper
Lee Youngman
Lisa Eder
Thomas Eder
Husniyah Dent Bradley
Heather Eastlund
Brett Stursa
Jeff Walz
Richard Morey
Ron Macklem
Dan Edgerton

ADJOURNMENT

The work session was adjourned by unanimous consent at 2:45 p.m.

Date Approved: January 23, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

AGENDA SECTION:	CONSENT CALENDAR
AGENDA ITEM #	5.A.

STAFF REPORT NO. 18
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY:	Taylor Burandt, Administrative Aide/Analyst
DEPARTMENT DIRECTOR REVIEW:	Kristin Asher, Public Works Director 1/16/2018
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Steven L. Devich, City Manager 1/17/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution supporting nominations for the Minnesota Department of Transportation's Corridors of Commerce program solicitation.

EXECUTIVE SUMMARY:

The Corridors of Commerce program was created in 2013 by the Minnesota Legislature and administered by the Minnesota Department of Transportation (MnDOT). The purpose of the program is to allocate highway bonds for the construction, reconstruction, and improvement of trunk highways that are not already in the State Transportation Improvement Program. Specifically, the program aims to:

- Provide additional highway capacity on segments where there are currently bottlenecks.
- Improve movement of freight and reduce barriers to commerce.

MnDOT will select $400 million of projects in this round of Corridors of Commerce.

The projects the City is nominating are:

- I-35W/I-494 Interchange (Phase 1)
- I-494 Bridges and Auxiliary Lanes from I-35W to Highway 77
- I-494 Bridges and Auxiliary Lanes from I-35W to Highway 100
- TH 62 Auxiliary Lanes in each direction from Portland Ave. to Highway 77
- TH 62 Auxiliary Lanes in each direction from Penn Ave. to Highway 169
- Ramp modifications at Crosstown/TH 77 Interchange

RECOMMENDED ACTION:

By motion: Approve a resolution supporting nominations for the Minnesota Department of Transportation's Corridors of Commerce program solicitation.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**
   - See Executive Summary for all relevant information.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - Minnesota Statute 161.088 details the Corridors of Commerce program.

C. **CRITICAL TIMING ISSUES:**

- The nominations need to be submitted between January 18 and February 7.

D. **FINANCIAL IMPACT:**

- There are no financial impacts or commitments in supporting the nomination of projects.

E. **LEGAL CONSIDERATION:**

- The City Attorney will be available for questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

	Description	Type
	Resolution	Resolution Letter
	Map	Backup Material

RESOLUTION NO.

RESOLUTION APPROVING THE SUBMITTAL OF PROJECTS FOR CONSIDERATION BY THE STATE OF MINNESOTA'S 2018 CORRIDORS OF COMMERCE PROGRAM

WHEREAS, in 2013 the Corridors of Commerce program was created and authorized $300 million in bonding for projects not already in the State Transportation Improvement Program. In 2014 an additional $31.5 million was authorized, and now the 2017 the Minnesota Legislature funded the Corridors of Commerce program by authorizing up to a total of $400 million for the construction, reconstruction, and improvement of trunk highways for this round of the program; and

WHEREAS, the following projects affecting the City of Richfield are not currently included in the State Transportation Improvement Program:

- I-35W/I-494 Interchange (Phase I)
- I-494 Bridges and Auxiliary Lanes from I-35W to Highway 77
- I-494 Bridges and Auxiliary Lanes from I-35W to Highway 100
- TH 62 Auxiliary Lanes in each direction from Portland Ave. to Highway 77
- TH 62 Auxiliary Lanes in each direction from Penn Ave. to Highway 169
- Ramp modifications at Crosstown/TH 77 Interchange; and

WHEREAS, the above projects meet the two major goals established by the Corridors of Commerce program of: (1) providing additional highway capacity on segments where there are currently bottlenecks in the transportation system, and (2) improving the movement of freight and reduce barriers of commerce.

NOW, THEREFORE BE IT RESOLVED, that the City of Richfield supports the submittal of the following projects and funding to the maximum extent possible under the 2018 Corridors of Commerce Program:

- I-35W/I-494 Interchange (Phase I)
- I-494 Bridges and Auxiliary Lanes from I-35W to Highway 77
- I-494 Bridges and Auxiliary Lanes from I-35W to Highway 100
- TH 62 Auxiliary Lanes in each direction from Portland Ave. to Highway 77
- TH 62 Auxiliary Lanes in each direction from Penn Ave. to Highway 169
- Ramp modifications at Crosstown/TH 77 Interchange.

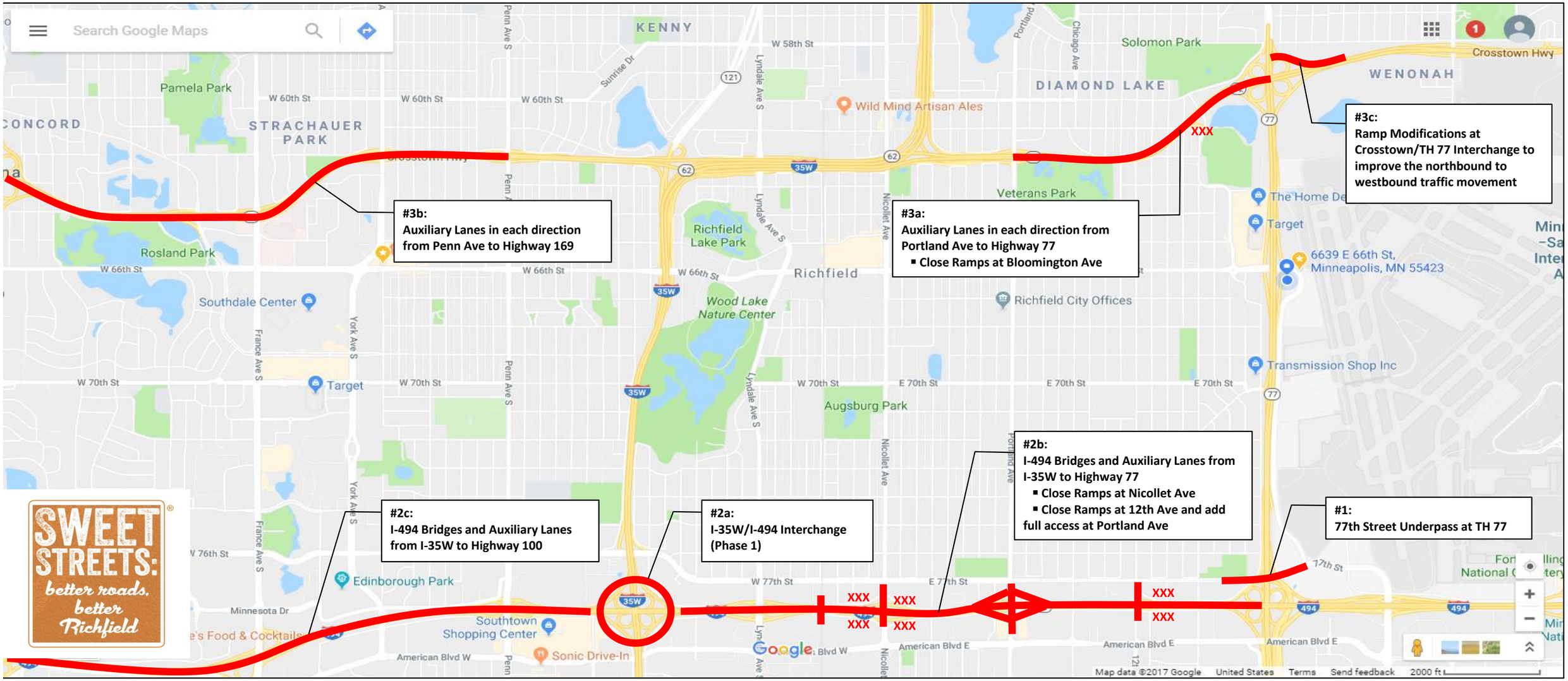
Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of January, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

corridors of commerce potential projects



SWEET STREETS: better roads, better Richfield

AGENDA SECTION:	CONSENT CALENDAR
AGENDA ITEM #	5.B.

STAFF REPORT NO. 19
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY:	Melissa Poehlman, Asst. Community Development Director
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 1/17/2018
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Steven L. Devich, City Manager 1/18/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval to authorize staff to hire Hoisington Koegler Group, Inc. to complete remaining work for the 2018 Comprehensive Plan update.

EXECUTIVE SUMMARY:

On December 13, 2016 the City Council authorized staff to enter into a contract with SRF Consulting Group (SRF) for services related to the Comprehensive Plan. The contract called for SRF to lead, manage, and perform the bulk of the work for the plan update, and to subcontract work related to the 66th Street and Nicollet subarea plan to Hoisington Koegler Group Inc. (HKGi). Staff has been very happy with the work done by both SRF and HKGi staff, particularly the work of Project Manager Lance Bernard.

Mr. Bernard recently changed employment and has moved from SRF to HKGi. In an effort to accommodate staff desires and to protect the best interests of the City, the two groups have agreed to prepare a new contract that will allow Mr. Bernard to remain the Project Manager. HKGi will become our primary consultant and subcontract with SRF for remaining work related to the Parks Master Plan. Staff is requesting approval to void the existing contract with SRF and enter into a new contract with HKGi for the remaining work related to the Comprehensive Plan. This change will not impact the project budget.

RECOMMENDED ACTION:

By motion: Authorize staff to enter into a contract with Hoisington Koegler Group, Inc. for services related to the Comprehensive Plan.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**
- See the Executive Summary.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- An update of the Comprehensive Plan is required at least every 10 years per the Minnesota Land Planning Act.

C. **CRITICAL TIMING ISSUES:**
- Local plans are due to the Metropolitan Council by December 31, 2018. Prior to this submittal, there is a six month adjacent jurisdiction review period.

- In order to meet required deadlines, staff believes it is in the City's best interest to continue with Mr. Bernard as the Project Manger.

D. **FINANCIAL IMPACT:**

- There will be no impact to the project budget.

E. **LEGAL CONSIDERATION:**

- None

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
	HKGi Scope of Work	Exhibit

Attachment A – Scope of Work

Richfield Comprehensive Plan Update

Task 1.0: Project Management & Coordination

HKGi's project manager will conduct a review of the completed tasks to date with the City's project manager to confirm the task deliverables and to confirm schedule for the overall project. HKGi's project manager will also manage daily work activities, coordinate tasks and meetings, review budgets and billings, provide regular staff updates, and communication with the necessary project personnel.

This task also includes time for one (1) meeting with the Comprehensive Plan Advisory Committee and one (1) presentation to the City Council and one (1) presentation to the Planning Commission.

Deliverables:

- Provide monthly invoices.
- Conduct weekly check-ins via phone with the City's Project Manager.
- Prepare and attend one (1) meeting with the Comprehensive Plan Advisory Committee
- Prepare and attend one (1) meeting with the Planning Commission
- Prepare and attend one (1) meeting with the City Council

Task 2.0: Update the 2008 Comprehensive Plan

HKGi will use the information prepared by SRF Consulting Group, Inc. to update the various sections of the Comprehensive Plan. The result of Task 2 will be a first draft Comprehensive Plan suitable for review by staff and elected and appointed officials. Subtasks include:

- **Task 2.1: Introduction**– HKGi will finalize the Introduction chapter. Remaining work includes a one (1) to two (2) page summary highlighting emerging planning trends.
- **Task 2.2: Demographics** – HKGi will finalize the Demographics chapter. Remaining work includes a narrative on age cohorts and final edits to the chapter.
- **Task 2.3**: **Goals & Policies –** HKGi will finalize the Goals and Policies chapter by incorporating City Staff edits to the goals and policies related to water and utilities.
- **Task 2.4: Land Use -** Using the information from prior work (e.g., the 66th Street and Nicollet Avenue Market Analysis and Land Use Concepts), HKGi will prepare the updated Land Use chapter. City Staff will provide guidance and direction on the revised planned land use categories and densities, while reviewing parcel attributes (i.e., existing and planned land use) in GIS.
- **Task 2.5: Housing** - The Housing chapter will be prepared by City Staff. The outcome of that effort will be incorporated into the Comprehensive Plan draft. HKGi will provide support to City Staff in updating the housing chapter. This support includes data collection, data analysis and GIS mapping.
- **Task 2.6: Transportation** – HKGi will develop the transportation element of the Comprehensive Plan. The update will blend together all modes of transportation into one unified system.

- **Task 2.7: Parks and Trails** – The SUBCONSULTANT will be responsible for finalizing the Parks Master Plan. Remaining work includes the development of planning-level cost estimates for the park recommendations. HKGi will utilize the Parks Master Plan to develop the Parks chapter.
- **Task 2.8: Utilities** - The Surface Water and Utilities chapter will be prepared by City Staff. The outcome of that effort will be incorporated into the Comprehensive Plan draft.
- **Task 2.9: Implementation** – In order to create a "road map" to guide implementation, this section of the plan will clearly articulate strategies that create partnerships for implementing, monitoring and assessing plan directives. The Implementation chapter will include general zoning and regulatory recommendations that will bring the new Comprehensive Plan and Richfield's Zoning Ordinance into compliance.

Deliverables:

- Provide one (1) draft of each chapter's (see Tasks 2.1 – 2.9) text for City Staff review.
- Provide one (1) draft of each chapter's text that incorporates City Staff's comments and changes for final review. It is assumed City Staff will have minimal changes at this time.

Task 3: Public Engagement

HKGi will prepare and attend one (1) public open house. HKGi will also develop an interactive online form or survey to gather public input on the Comprehensive Plan draft. Materials (e.g., mailings or news releases) will be developed for City Staff to promote the public engagement activities.

Deliverables:

- Prepare and attend one (1) public open house.
- Prepare and monitor one (1) online form or survey to gather public input on the Comprehensive Plan draft. Document findings and incorporate them into the Comprehensive Plan draft.

Task 4: Final Documentation

HKGi will prepare and assemble the required document (Final Plan) for submission of the Plan to the Metropolitan Council. The Final Plan will be assembled into an easy to use and navigable document. In addition, HKGi will coordinate local reviews and incorporate the appropriate changes, and collaborate with the City to address any comments necessary to receive approval.

Deliverables:

- Provide one (1) Comprehensive Plan draft (see Tasks 2.1 – 2.9) for City Staff review, which will include all maps, figures and tables laid out in InDesign.
- One (1) Comprehensive Plan draft that incorporates City Staff's comments and changes for final review. It is assumed City Staff will have minimal changes at this time.
- Provide one (1) Final Plan for the City's submission to the Metropolitan Council.
- Provide one (1) Final Plan with Metropolitan Council changes for the City's adoption. This will include the digital files (e.g., GIS files, PDFs and InDesign files) used to prepare the document and one (1) printed copy.

AGENDA SECTION: CONSENT CALENDAR

AGENDA ITEM # 5.C.

STAFF REPORT NO. 20
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
1/17/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
1/17/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the authorization of the City Manager to execute a site lease agreement with New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) for antenna space on Penn Avenue water tower.

EXECUTIVE SUMMARY:

As Council members may be aware, the City has previously entered into lease agreements with companies in the mobile telephone industry. The City currently has lease agreements with T-Mobile, Sprint, and Verizon Wireless.

As the communications industry grows and becomes more competitive, the need for more space for antennas and to provide greater service to customers has grown.

After considerable discussion, AT&T, doing business as New Cingular Wireless PCS, LLC and the City have come to tentative approval of a lease agreement including plans for the ground structure required to support the antenna facilities. The ground structure will also include some minor amenities to the outside area for Fire Station 2. The major terms of the lease are as follows:

1. The lease is to begin on May 1, 2018 or the start of construction, whichever is earlier, and will end on December 31, 2022. The term of the lease may be extended for three additional five-year periods.
2. The lease for the water tower antenna space shall be $33,000 for the initial year and be increased annually by four percent over the previous year's annualized rent. However, 2018 will be prorated through December 31, 2018 and shall be paid to the City in full within fifteen (15) business days of the time the lease is executed.
3. The facility that would be needed by New Cingular Wireless PCS, LLC to provide support service to the antenna mountings would be incorporated into a fenced area under the existing water tower and would be secured from public access. It will also include some minor amenities to the outside area for Fire Station 2.

RECOMMENDED ACTION:

By motion: Authorize the City Manager to execute a site lease agreement with New Singular Wireless PCS, LLC (AT&T Mobility Corporation) for antenna space on the Penn Avenue water tower.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- None

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

- The antenna on the water tower will not cause any problems or interference with the communications of the City.
- The lease, in its entirety, provides for many favorable provisions and protections for the City of Richfield, and in most respects either equals or exceeds the standards set forth in the League of Minnesota Cities' model lease.
- New Cingular Wireless PCS, LLC has agreed to the terms of the lease agreement.

C. **CRITICAL TIMING ISSUES:**

- Staff is requesting approval at the January 26, 2018 City Council meeting so that New Singular Wireless PCS, LLC may begin activity in conjunction with establishing this antenna space and the support structures needed to accompany it.

D. **FINANCIAL IMPACT:**

- The $33,000 annual lease payment is a fair amount and is commensurate with what Richfield and other cities are getting for similar antenna facilities in the metro area.

E. **LEGAL CONSIDERATION:**

- The lease document has been reviewed and approved by the City Attorney's Office.

ALTERNATIVE RECOMMENDATION(S):

- The City Council could defer action on this item to a future meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
	Site Lease Agreement New Singular Wireless PCS, LLC	Contract/Agreement
	Exhibit B Drawings Site Lease Agreement	Exhibit

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), is made this ___ day of ____, 2018 between the City of Richfield ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located at 6401 Penn Ave South, City of Richfield, County of Hennepin, State of Minnesota, legally described in Exhibit A attached hereto (the "Property"), consisting of approximately 280 square feet (14' x 20') (the "Equipment Space") to construct an equipment shelter or cabinet, subject to any and all existing easements, as depicted in Exhibit B attached hereto, and that portion (the "Antenna Space") of the water tower ("Structure") to install 6 antennas and associated equipment and cables and utility lines (collectively "Communications Facility"). The permitted design and specifications of the Communications Facility are more particularly described in Exhibit B. This Lease permits use of the Equipment Space, the Structure for attaching and locating directional Antennas, connecting cables and appurtenances between the Equipment Space and the Antenna Space, the exact location of each to be reasonably approved by Landlord, together with appurtenant easements and access rights to connect to the electric power, telephone, and fuel sources for the Property (collectively the "Leased Premises"). Tenant is solely responsible for evaluating the suitability of the Leased Premises for its purposes.

2. **Rent**.

(a) Amount, adjustments. As consideration for this Lease, Tenants shall pay Landlord an annual rent in the amount of thirty three thousand dollars ($33,000.00) for the initial year. Said lease payment shall be increased each year on January 1 by 4% of the previous year's annualized rent. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(b) Time of Payment, Taxes. The annual rent for the coming year shall be paid no later than December 31 along with a statement identifying Tenant's calculation of the rental amount due. The first year, the rental shall be prorated through December 31 and shall be paid to Landlord in full within fifteen (15) business days of the time Lease is executed. If the Tenant does not meet the requirements referenced in Subparagraph 3(a) below, and Tenant has diligently pursued such requirements, Landlord shall refund the Tenant rental payment made at the time of Lease execution and this Lease shall terminate. In addition to the annual rental, Tenant agrees to timely pay its prorata share of any real property taxes or payment in lieu of taxes required as a

direct result of this Lease. All charges payable under this Lease such as utilities and taxes shall be billed by Landlord within fifteen (15) months from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to annual rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Lease.

3. **Governmental Approval Contingency**.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the study specified in Subparagraph 3(b) below conducted at Tenant's expense. Subject to Landlord's rights under its police powers, Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Study. Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) radio frequency interference study carried out by an independent and qualified professional approved by the Landlord showing that Tenant's intended use will not interfere with existing communications facilities.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in is sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt.

4. **Term and Renewals**. The "Initial Term" of this Lease shall commence on the earlier of i.) Tenant construction start or ii) May 1, 2018 ("Effective Date") and end on December 31, 2022. Subject to the terms and conditions of this Lease, Tenant may extend the term of this Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. Tenant shall be deemed to have elected to extend the term for each Renewal Term unless Tenant sends written notice to Landlord of Tenant's intention not to extend at least 90 days prior to each Renewal Term, Initial Term or any second or third Renewal Term, such notice provided in accordance with Paragraph 19 of the Lease.

5. **Tenant's Use**.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other

conflict while this Lease is in effect occurring on or adjacent to Landlord's Property, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety;
4. Government-regulated entities whose Antennas offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance, cellular telephone, or data transmission, not including radio or television broadcasters, whose lease precedes this Agreement.

(b) Purposes. The Tenant shall have the exclusive use of the Leased Premises only for the purpose of installing, maintaining, and operating the Communications Facility for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. Tenant's use of any other portion of Landlord's property (including that portion of the water tower not included in the definition of "Leased Premises" in Section 1 hereof) shall be non-exclusive and Landlord specifically reserves the right to allow such other property other than the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on such property. Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

(c) Construction. Tenant may erect and operate its Communications Facility in accordance with the approved plans attached as Exhibit B. Prior to activation of the Communication Facility, Tenant shall notify Landlord that installation/construction is substantially complete and provide as-builts. Within seven (7) days, Landlord may inspect Tenant's work, at Tenant's expense, to verify completion in accordance with this Lease, Tenant's requirements, and the as-builts.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Communication Facility on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations. Any damage done to the Leased Premises or other Landlord property including the Structure during installation of the Communication Facility or during operations shall be repaired at Tenant's expense within 30 days after notification of damage. The Communication Facility shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Tenant Maintenance. Tenant shall, at its own expense, maintain the Communication Facility and any property on the Leased Premises or attached to the Structure in a safe condition and in good repair and in a manner that does not conflict with use by Landlord. Any modifications to the Leased Premises for Tenant's benefit shall be at the Tenant's expense. Tenant's Communication Facility shall, at all times and at Tenant's expense, be painted and maintained in the color selected by the Public Works Director. In lieu of painting, Landlord may require that any coaxial cable or other connecting cables with exterior exposure on the Structure be provided in manufactured colors matching the immediate background.

(f) Landlord Maintenance. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Leased Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord agrees to comply with all federal, state and local laws, orders, rules and regulations relating to Landlord's ownership and use of the Property and any improvements on the Property. Tenant shall remove the Communications Facility at Tenant's cost, upon reasonable notice, if necessary to permit maintenance, repair, repainting, restoration or other activity in relation to the Structure or Leased Premises, provided Tenant shall not be required to remove the Communications Facility more than once during the Initial Term or any individual Renewal Term. Except in the case of an emergency, Landlord shall give Tenant no less than one hundred twenty (120) days advance written notice of repair, repainting or restoration requiring removal of any part of the Communication Facility. Any additional expense of maintaining the Structure or Leased Premises or other Landlord property caused by the Communication Facility shall be paid promptly by Tenant upon Landlord's notice to Tenant of such additional cost. Tenant will be permitted to install on the Property a temporary facility necessary to keep its Communications Facility operational. Any maintenance will be conducted by Landlord as diligently and expeditiously as possible.

(g) Modifications. Landlord must consent to any modification to the Communication Facility located on the Structure. Landlord's consent shall not be required for the modification of any portion of the Communication Facility located within the shelter or cabinets located within the Equipment Space or replacement of equipment with substantially similar equipment. Tenant shall notify Landlord in writing of any request to modify the Communication Facility on the Structure. Upon such request, Landlord may retain a qualified professional to evaluate the requested modification. The Tenant shall reimburse the Landlord's reasonable cost for evaluation within 90 days of receipt of an invoice. If Landlord consents, the parties will negotiate the amount of additional rental for the addition of any equipment to the Structure based on the increase in structural loading or space required for the additional equipment. The annual rent shall not be increased for equipment changes which result in a reduction of structural loading or space on the Structure. Tenant shall submit to Landlord a detailed proposal for any such modification and any other information reasonably requested by Landlord, including but not limited to a technical study carried out at Tenant's expense (the "Plans"). Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond forty-five (45) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within forty-five (45) days of their receipt; or (ii) failure to provide a written response within forty-five 45 days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Lease as Exhibit B. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Lease without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in

this Lease and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Communications Facility are made.

(h) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all portions of the Communication Facility. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and appurtenances actually placed on the Leased Premises.

(i) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure, as long as any existing tenants which are radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, and shall not interfere with the working use of the Leased Premises by Landlord.

(j) Access. Tenant, at all times during this Lease, and with the approval of Landlord shall have access to the Leased Premises in order to install, operate, and maintain its Communication Facility. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's' approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for whatever reasonable expense, including employees' wages that Landlord incurs in providing such access to Tenant.

(k) Payment of Taxes and Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith. Landlord shall be responsible for timely payment of all taxes and assessments levied upon the Landlord's lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be solely responsible for any property taxes levied against the Leased Premises attributable to Tenant's use pursuant to this Lease. As a condition of Tenant's obligation to pay any property taxes, if Landlord receives notice of taxation of Tenant's interest in the Leased Premises, Landlord shall provide Tenant with such documentation within sixty (60) days after receipt of such notice. Tenant shall have the right to file an appeal, and Landlord shall reasonably cooperate in any such appeal as reasonably requested by Tenant, all at Tenant's sole cost and expense. Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 5(k) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant. Any tax-related notices shall be sent to Tenant in the manner set forth in Section19.

(l) Utilities. Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Leased Premises.

6. **Emergency Facilities**. In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect a temporary tower and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord.

7. **Additional Maintenance Expenses**. Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining the Leased Premises including painting or other maintenance of the Structure that are caused by Tenant's occupancy of the Leased Premises. In the event the Landlord repaints, repairs or maintains the Structure, Tenant shall take adequate measures to cover or remove the Communication Facility or otherwise protect same from damage which may occur during the painting, repair or maintenance process. Tenant shall remove its facilities, at Tenant's cost, to allow maintenance, repair, repainting, restoration of the Structure or other activity on the Leased Premises as required by the Landlord. Except in the case of an emergency, Landlord shall give Tenant no less than one hundred twenty (120) days prior written notice of repair, repainting or restoration requiring protective measures or temporary removal and relocation. Tenant will be permitted to install on the Property a temporary facility necessary to keep its Communications Facility operational. Any maintenance will be conducted by Landlord as diligently and expeditiously as possible.

8. **Additional Buildings**. Tenant acknowledges that Landlord may permit additional buildings to be constructed on the Property described in Exhibit A. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant's building and will allow "attachments" to its building so as to give the appearance that all buildings are a connected facility. Said attachments will be made at no cost to Tenant and will not compromise the structural integrity of Tenant's building.

9. **Defense and Indemnification**.

(a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease, except to the extent arising from the negligence, willful misconduct, or other fault of Landlord, its employees, agents or independent contractors. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Communication Facility, equipment and related facilities on the Leased Premises, except to the extent arising from the negligence, willful misconduct, or other fault of Landlord. To the extent permitted by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or

independent contractors, or Landlord's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. Nothing herein shall be deemed a waiver by Landlord of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

(b) With respect to any indemnification provided hereunder, the indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(c) Hazardous Materials. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials.

Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of in connection with the removal, cleanup, or restoration of the Leased Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Leased Premises by Tenant and their agents, including independent contractors. Nothing herein shall be deemed a waiver by Lessor of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, petroleum, fuel, batteries, PCBs, or any hazardous substance, waste, or materials as defined in any federal, state or local environmental or safety law or regulations including, but not limited to, CERCLA, and the Clean Water Act.

(d) Hazardous Materials Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not dispose of on the Leased Premises, nor store or transport to or over the Leased Premises in violation of any laws relating thereto, any Hazardous Materials. Tenant shall immediate inform Landlord in writing as soon as Tenant becomes aware of the release of any Hazardous Materials on the Leased Premises. Landlord represents and warrants, to the best of its knowledge that, (i) the Property, as of the Effective Date, is free of Hazardous Materials, including asbestos-containing materials and lead paint, and (ii) the Property has never

been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to Hazardous Materials, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. In the event Tenant becomes aware of any Hazardous Materials on the Property, or any environmental, health or safety condition or matter relating to the Property for which Tenant is not responsible, that, in Tenant's sole determination, renders the condition of the Leased Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.

The obligations of this Paragraph 9 shall survive the expiration or other termination of this Lease.

10. **Insurance**.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of $500,000 Bodily Injury each accident, $500,000 Bodily Injury by disease, policy limit, and $500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form commercial general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form, contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned commercial general liability coverage with limits of liability of $5,000,000 each occurrence; $5,000,000 personal and advertising injury; $5,000,000 general aggregate, and $5,000,000 products and completed operations aggregate. These limits may be satisfied by the commercial general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying commercial general liability coverages.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of $5,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability Coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

(d) Tenant Property Insurance. The Tenant is at risk of loss or damage to Tenant's property, to the extent of the indemnity herein.

(e) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+12 or better), eligible to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenant will include the Landlord as an Additional Insured on the required General Liability and Commercial Automobile Liability Policies. Landlord's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Agreement, if any. Tenant shall provide at least thirty (30) days prior written notice to the Landlord of cancellation of any required coverage that is not replaced.

(f) Option to Self Insure. Notwithstanding the forgoing, Tenant may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Tenant elects to self-insure its obligation under this Agreement to include Landlord as an additional insured, the following conditions apply: (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

11. **Damage or Destruction**. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgement, to hinder its effective use of the Communication Facility, Tenant may elect to terminate the Lease, upon thirty (30) days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of pre-paid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including rent. If Landlord or Tenant undertakes to rebuild or restore the Leased Premises and/or the Communications Facility, as applicable, Landlord agrees to permit

Tenant to place temporary transmission and reception facilities on the Property at no additional rent until the reconstruction of the Leased Premises and/or the Communications Facility is completed. Landlord agrees that the rent shall be abated until the Property and/or the Leased Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

12. **Lease Termination**.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Communication Facility;

iii) by Landlord, if its Council decides, for any reason to redevelop the Leased Premises and/or discontinue use of the Structure for all purposes or any purpose inconsistent with this Agreement. If Landlord decides to discontinue use to redevelop the Leased Premises, Landlord shall provide a one-year written notice to Tenant;

(iv) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source; or

(v) after the Initial Term by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to one and one half times the annual rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any termination provision contained in any other section of this Lease, and such termination fee shall be in addition to any applicable rent which was payable for any portion of the Renewal Term; or

(vi) by Landlord if it determines that the Communication Facility unreasonably interferes with another user of the Leased Premises with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process; or

(vii) by Landlord if it determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to

government approvals granted thereunder, after a public hearing before the Landlord's Council.

(b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Tenant's Liability for Early Termination. If Tenant terminates this Lease other than of right as provided in this Lease, Tenant shall pay to Landlord 100% of the rent due for the remaining Term of the Lease.

(d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have ninety (90) days from the termination or expiration date to remove its Communication Facility and related equipment from the Leased Premises, and repair the site and restore the surface of the Structure, normal wear and tear excepted. Upon the commencement of this Lease, Tenant shall provide a letter of credit, performance bond or cash deposit in the amount of $10,000 to guarantee timely restoration of the Site following any lease termination. In the event that Tenant's Communication Facility, and related equipment are not removed to the reasonable satisfaction of the Landlord within ninety (90) days after the expiration or earlier termination of this Lease, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.

13. **Limitation of Liability**. If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any other recovery of damages to Tenant, including but not limited to, value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

14. **Temporary Interruption of Service.** If Landlord reasonably determines that the Communication Facility is causing an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to correct such threat or remove the offending equipment. Tenant shall comply with such an order as soon as possible, and shall notify Landlord promptly of the corrective action taken. Landlord shall not be liable for any interruption in Tenant's service or interference with its Communication Facility if such interruption or interference is necessary to correct the immediate public health and/or safety threat.

15. **Tenant Interference**.

(a) With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With Higher Priority Users. If Tenant's Communication Facility causes impermissible interference with higher priority users as set forth under Subparagraph 5(a) above or with pre-existing tenants operating within their respective licensed radio frequencies and in accordance with all applicable laws and regulations, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Communication Facility and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.

(c) Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies, unless the Landlord or other higher priority user requests the use. In that event, the Tenant and all other tenants occupying the Leased Premises Area shall pay for the necessary interference studies, pro rata.

(d) Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communications Facility, the operations of Tenant or the rights of Tenant under this Lease. Landlord will enforce any contractual rights against interference with the interfering party and demand the interfering party cease the interference within forty-eight (48) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

16. **Assignment and Subleasing**. This Lease shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Tenant will not assign or transfer this Lease or sublet all or any portion of the Leased Premises without the prior written consent of

Landlord provided, however, that Tenant may assign or sublet without Landlord's consent to any party controlling, controlled by or under common control with Tenant or to any party which acquires substantially all assets of Tenant. Tenant shall make no other assignment or transfer of this Agreement without obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

17. **Condemnation**. In the event the whole of the Leased Premises is taken by eminent domain, or a portion sufficient, in Tenant's sole determination, to render the Leased Premises unsuitable for Tenant's permitted use, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution is value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennas Facilities, and leasehold improvements. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

18. **Enforcement and Attorneys' Fees**. In the event that either party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing party, as deemed by the court, including appellate courts, shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

19. **Notices**. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

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

If to Tenant, to: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Site #: MNL03036; Site Name: Richfield WT (MN)
Fixed Asset #: 11663727
575 Morosgo Drive NE
Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Site #: MNL03036; Site Name: Richfield WT (MN)
Fixed Asset #: 11663727
208 S. Akard Street

Dallas, TX 75202-4206

20. **Authority**. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

21. **Binding Effect**. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

22. **Complete Lease; Amendments**. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

23. **Governing Law**. This Lease shall be construed in accordance with the laws of the State of Minnesota.

24. **Severability**. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

25. **Warranties; Quiet Possession**. Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's permitted use and enjoyment of the Leased Premises under this Lease; (iii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest. Tenant is entitled to quiet possession of the Leased Premises throughout the Term and any Renewal Term so long as Tenant is not in default hereunder beyond any applicable cure period.

26. **Memorandum of Lease**. If requested by Tenant, Landlord will promptly execute and deliver to Tenant a recordable Memorandum of this Agreement.

27. **Administrative Fee**. Tenant shall pay a one-time administrative fee of $2500 to Landlord to reimburse its expenses associated with processing Tenant's request to use the Leased Premises. The administrative fee shall be payable prior to Landlord's execution of this Lease.

28. **Waiver of Landlord's Liens**. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof. The Communications Facility shall be deemed personal property for purposes

of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communications Facility from time to time in Tenant's sole discretion and without Landlord's consent.

29. **Sale of Property**.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Lease; and (ii) if the sale does not include the assignment of Landlord's full interest in this Lease, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Lease, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Leased Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the following documents to Tenant:

(i) Deed to the Property, bill of sale, or other applicable instrument of transfer
(ii) New IRS Form W-9
(iii) Completed and Signed Tenant Payment Direction Form
(iv) Full contact information for new Landlord including phone number(s)

Until Tenant receives all such documents, Tenant's failure to make payments under this Lease shall not be an event of default and Tenant reserves the right to hold payments due under this Lease.

30. **Default and Right to Cure**.

(a) The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of rent if such rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within sixty (60) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Lease: (i) Landlord's failure to allow access to the Leased Premises as required by Section 5(j) within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 15(c) within

forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within sixty (60) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD: City of Richfield

By _____
Its Mayor

By_____
Its City Manager

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation, its Manager

By: _____
Name: _____
Title: _____
Date: _____, 2018

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The Foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____ and _____, the Mayor and City Manager respectively of the City of Richfield, on behalf of the corporation.

_____
Notary Public in for the State of Minnesota
County of _____
My Commission expires: _____

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The Foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____ the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, on behalf of the limited liability company.

_____
Notary Public in for the State of Minnesota
County of _____
My Commission expires: _____

Exhibit A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

The property is legally described as follows:

Parcel # 2802824230136

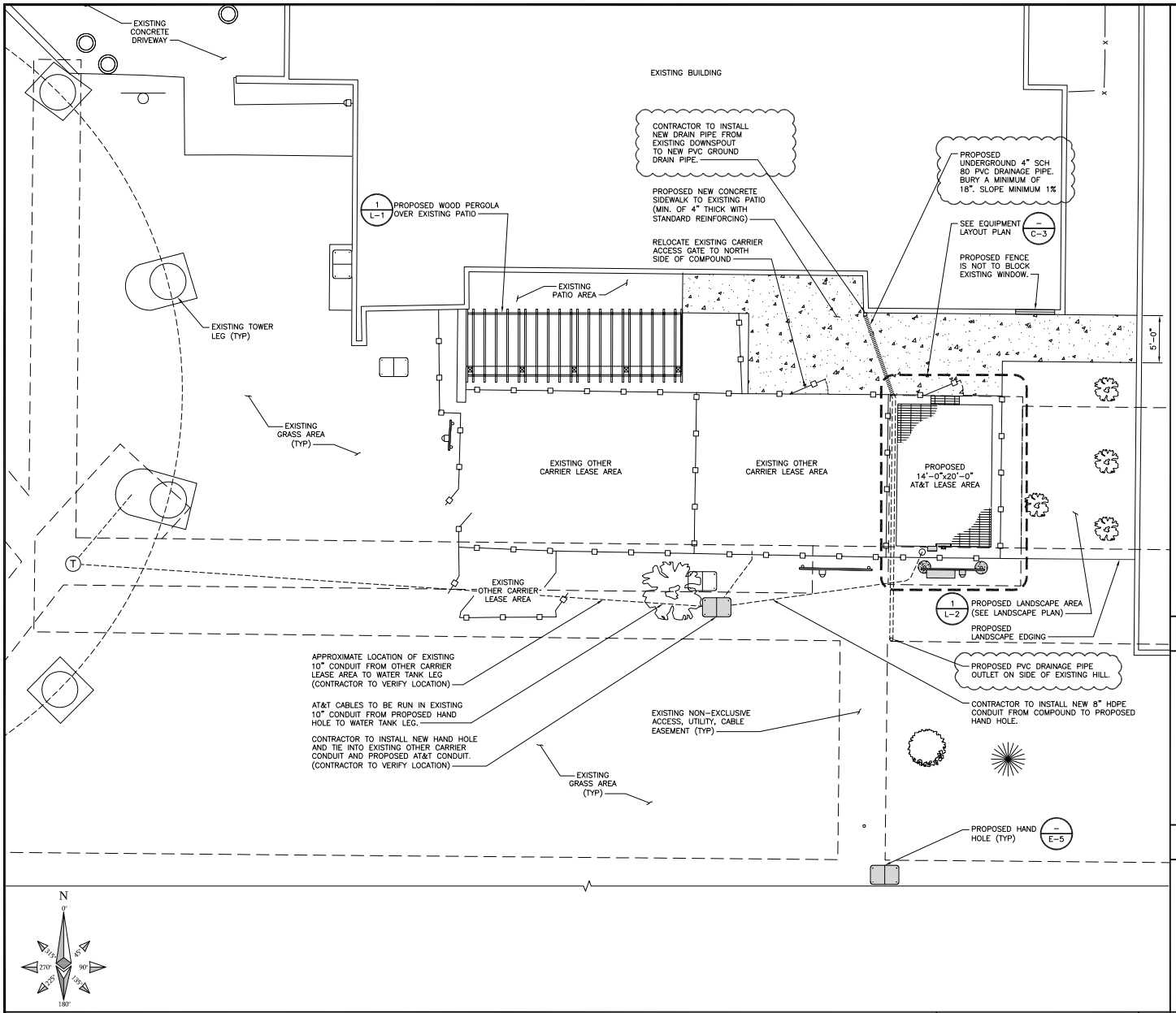
TORRENS:

Lot 1, Block 1, Richfield Fire Station 2

EXHIBIT B

SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO OWNER'S PROPERTY

See Attached



COMPOUND PLAN

6' 4' 2' 0 5' 10'
3/16"=1'-0"

1

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED–TOWER:
INSTALL (3) KMW EPBQ–654L8H8–L2 ANTENNAS
INSTALL (3) KMW EPBQ–654L8H8–B ANTENNAS
INSTALL (18) ALCATEL–LUCENT RRH UNITS
INSTALL (3) RAYCAP DC6–48–60–18–8F SURGE UNIT
INSTALL (6) DC POWER TRUNK
INSTALL (3) FIBER TRUNK

PROPOSED–SITE:
INSTALL (1) 10'–0"x15'–0" STEEL EQUIPMENT PLATFORM
INSTALL (1) H–FRAME WITH HOFFMAN AND POWER METER
INSTALL WOOD FENCE AROUND LEASE AREA

PROPOSED–PLATFORM:
INSTALL (3) DC POWER CABINET
INSTALL (1) BATTERY CABINET
INSTALL (1) FLEXSURE FLX16WS PURCELL CABINET ON PLINTH
INSTALL (1) FLEXSURE FLX12WS PURCELL CABINET STACKED
INSTALL (1) ROSENBERGER FB–15–ABOX FIBER ENCLOSURE
INSTALL (1) RAYCAP DC12–48–60–25E OUTDOOR SURGE UNIT
INSTALL (1) GPS KIT

AT&T TO VERIFY REQUIRED PLATFORM EQUIPMENT.

PROJECT DESCRIPTION

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'–0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. PROPERTY LINES ARE APPROXIMATIONS ONLY.
4. ANTENNAS & MOUNTS OMITTED FOR CLARITY.
5. FOR FIBER TRUNK REF AT&T LTE GUIDE LINES REV. 1.9 PAGE 13 TABLE 2.1.2.
6. FOR DC POWER CABLE TRUNK REF AT&T LTE GUIDE LINES REV 1.9 PAGE 14 TABLE 2.1.3
7. EXISTING UTILITIES MUST BE PROTECTED DURING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.

NOTES

LEGEND

WOOD FENCE
CHAINLINK FENCE
LEASE AREA
PROPOSED ICE BRIDGE
EXISTING ICE BRIDGE

AT&T MOBILITY

901 MARQUETTE AVENUE
MINNEAPOLIS, MN 55402

BLACK & VEATCH

BLACK & VEATCH CORPORATION
7760 FRANCE AVENUE SOUTH
SUITE 1200
BLOOMINGTON, MN 55435

PROJECT NO:	129041.4413
DRAWN BY:	JJS
CHECKED BY:	JAT

REV	DATE	DESCRIPTION
2	09/21/17	PER COMMENTS
1	07/25/17	PER COMMENTS
0	05/25/17	ISSUED FOR CONSTRUCTION

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 09/22/2017 LICENSE# 43119 EXP. 6/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

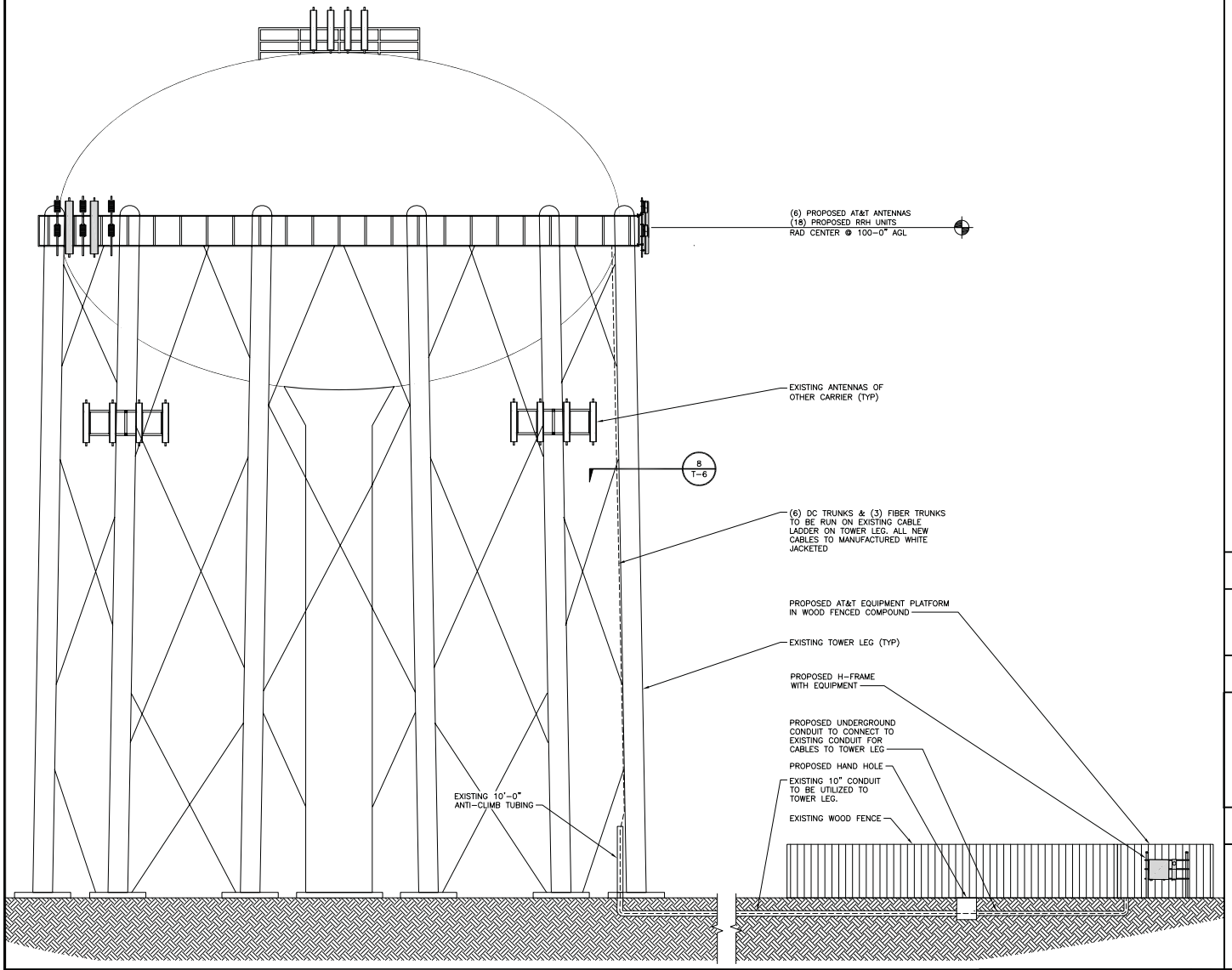
RICHFIELD WT
MNL03036
6401 PENN AVENUE S.
MINNEAPOLIS, MN 55423
NSB

SHEET TITLE

COMPOUND PLAN

SHEET NUMBER

C-2



PROPOSED TOWER SOUTH ELEVATION

8' 4' 0 8' 16'
1/8"=1'-0"

1

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-TOWER:
INSTALL (3) KMW EPBQ-654L8H8-L2 ANTENNAS
INSTALL (3) KMW EPBQ-654L8H8-B ANTENNAS
INSTALL (18) ALCATEL-LUCENT RRH UNITS
INSTALL (3) RAYCAP DC6-48-60-18-8F SURGE UNIT
INSTALL (6) DC POWER TRUNK
INSTALL (3) FIBER TRUNK

PROPOSED-SITE:
INSTALL (1) 10'-0"x15'-0" STEEL EQUIPMENT PLATFORM
INSTALL (1) H-FRAME WITH HOFFMAN AND POWER METER
INSTALL WOOD FENCE AROUND LEASE AREA

PROPOSED-PLATFORM:
INSTALL (3) DC POWER CABINET
INSTALL (1) BATTERY CABINET
INSTALL (1) FLEXSURE FLX16WS PURCELL CABINET ON PLINTH
INSTALL (1) FLEXSURE FLX12WS PURCELL CABINET STACKED
INSTALL (1) ROSENBERGER FB-15-ABOX FIBER ENCLOSURE
INSTALL (1) RAYCAP DC12-48-60-25E OUTDOOR SURGE UNIT
INSTALL (1) GPS KIT

AT&T TO VERIFY REQUIRED PLATFORM EQUIPMENT.

PROJECT DESCRIPTION

1. FENCE NOT ENTIRELY SHOWN FOR CLARITY.
2. WHEN STACKING CABLES 3 OR MORE DEEP, USE STACKABLE SNAP-INS, TALLEY PART NUMBER SSH-158-3 (OR ENGINEER APPROVED EQUAL)

NOTES

A MOUNT ANALYSIS WAS NOT PERFORMED AS A PART OF THE SCOPE OF WORK INCLUDED IN THESE CONSTRUCTION DRAWINGS. BASED ON ENGINEERING JUDGEMENT THE EXISTING MOUNT IS ADEQUATE TO SUPPORT THE EXISTING AND PROPOSED LOADING.

MOUNT ANALYSIS NOTE

THE EXISTING TOWER IS CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED LOADS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE PROPOSED EQUIPMENT SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR AT&T AND HAS BEEN REVIEWED BY BLACK & VEATCH. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.

STRUCTURAL NOTE

AT&T MOBILITY

901 MARQUETTE AVENUE
MINNEAPOLIS, MN 55402

BLACK & VEATCH

BLACK & VEATCH CORPORATION
7760 FRANCE AVENUE SOUTH
SUITE 1200
BLOOMINGTON, MN 55435

PROJECT NO:	129041.4413
DRAWN BY:	JJS
CHECKED BY:	JAT

REV	DATE	DESCRIPTION
2	09/21/17	PER COMMENTS
1	07/25/17	PER COMMENTS
0	05/25/17	ISSUED FOR CONSTRUCTION

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 09/22/2017 LICENSE# 43119 EXP. 6/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

RICHFIELD WT
MNL03036
6401 PENN AVENUE S.
MINNEAPOLIS, MN 55423
NSB

SHEET TITLE

TOWER ELEVATIONS

SHEET NUMBER

T-1

AGENDA SECTION: CONSENT CALENDAR

AGENDA ITEM # 5.D.

STAFF REPORT NO. 21
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
1/17/2018

OTHER DEPARTMENT REVIEW: Chris Regis, Finance Manager

CITY MANAGER REVIEW: Steven L. Devich, City Manager
1/18/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution clarifying the repayment schedule for the assessment for removal of diseased trees from private property for work ordered in 2016.

EXECUTIVE SUMMARY:

Clarification

The resolution adopting the assessment for the removal of diseased trees from private property for work ordered during January 1, 2016 through December 31, 2016 was approved on October 10, 2017. This resolution was unclear regarding the payment period of the assessments. The attached resolution clearly states the payment term of five (5) years. This language is required by Hennepin County to properly assess the properties.

Background

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

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

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

In the period from January 1, 2016, through December 31, 2016, seven (7) property owners chose the third option. The total amount assessed is $10,336.69.

RECOMMENDED ACTION:

By motion: Approve a resolution clarifying the repayment schedule for the assessment for removal of diseased trees from private property for work ordered in 2016.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- See Executive Summary

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

- The proposed assessment was properly filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 13, 2017.
- The public hearing notice was published in the official newspaper on September 21, 2017.

C. **CRITICAL TIMING ISSUES:**

- The unpaid charges for the removal of the diseased trees must be special assessed for certification to the County Auditor along with current taxes as stated in City Code 910.23.

D. **FINANCIAL IMPACT:**

- The property owner may pay the original principal amount without interest within 30 days from the date the Council adopts the assessment. The unpaid balance will be spread over five (5) years with a five percent (5%) interest rate.

E. **LEGAL CONSIDERATION:**

- The City Attorney will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
🗋	Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION CLARIFYING THE REPAYMENT SCHEDULE OF THE ADOPTED ASSESSMENT FOR THE REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED DURING JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered during the period of January 1, 2016 through December 31, 2016 amount to $10,336.69.

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to the removal of diseased trees from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered during the period of January 1, 2016 through December 31, 2016. The costs to the properties are as follows:

Address	PID	Amount
320 Apple Lane	27-028-24-14-0062	$910.56
6616 Morgan Ave	28-028-24-32-0021	$1,605.00
7324 17th Ave	35-028-24-14-0093	$922.85
7325 Humboldt	33-028-24-13-0042	$2,145.50
7339 Blaisdell	34-028-24-24-0114	$1,823.68
7445 Clinton	34-028-24-41-0060	$2,500.00
6520 15th Ave	26-028-24-13-0080	$429.10
	TOTAL	**$10,336.69**

WHEREAS, the City Council of the City of Richfield adopted the assessment role on October 10, 2017, which did not clearly state the years allotted for the assessment repayment.

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

Such assessment shall be payable in no more than **five (5) years** and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of January, 2018.

_____

Pat Elliott, Mayor

ATTEST:

_____

Elizabeth VanHoose, City Clerk

AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	7.

STAFF REPORT NO. 22
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY:	Melissa Poehlman, Asst. Community Development Director
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 1/17/2018
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Steven L. Devich, City Manager 1/18/2018

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.

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. These revisions were presented to the Council on January 9, 2018. Citing significant improvements to the plans, the City Council approved a first reading of an ordinance to rezone the property and directed staff to prepare a resolution to approve the requested conditional use permit and final development plans with certain stated stipulations:

Stipulations:

- Plans must include an at-grade and/or improved direct public entrance from 77th Street to a 77th Street facing door;
- The maximum height of retaining walls and required guard rails along 77th Street may not exceed 36" combined;
- Site lighting must meet Code requirements;
- Storm water requirements must be met;
- Impervious surface requirements must be met; and
- Applicant must explore options for an access agreement with adjacent property at 1600 78th Street East.

The applicant has already begun to work to address these stipulations. As mentioned at the January 9 Council Meeting, there are instances in which compliance with these stipulations could be

exceptionally difficult/impossible or instances in which compliance would cause unintended, more problematic issues (e.g. parking). To address this, staff has included a stipulation that allows the Community Development Director to approve final plans that address the identified concerns of the Council to the highest degree practical.

Staff and representatives of Morrie's have continued to meet and may have updates to share.

RECOMMENDED ACTION:

By motion:

1. **Approve a second reading of an ordinance amending 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. **Approve the attached resolution 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 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 calls for regional commercial uses that will attract users form throughout the Twin Cities and includes "specialty retail." The Plan emphasizes street-level activity, pedestrian amenities/connections, and public art to unite economically viable uses and create a unique and interesting area. The Plan further stresses buildings that front streets, provide entries and interesting shop windows along major pedestrian ways, and avoid blank spaces along sidewalks. The Council finds that the proposed plans are in compliance with this vision.

Zoning:

There are a number of purpose and intent statements for the Mixed Use Zoning Districts. The City Council finds that the proposed plans adequately address the following desires for these districts:

- Adapt to market and transportation changes;
- Provide appropriate transitions between uses;
- Promote greater pedestrian and bicycle access and connections throughout the corridor and along the length of the corridor;
- Provide 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; and
- Ensure high quality architectural design and materials.

Planned Unit Development (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.The Council finds that the superior design of the proposed project warrants the flexibility offered by a PUD designation.

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. Following approval of a first reading of the ordinance to rezone the property on January 9, the applicant authorized an additional extension to January 23, 2018.

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):

- Recommend approval of the attached resolution with modifications.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of Morrie's Automotive Group

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Resolution	Resolution Letter
Proposed Plans	Exhibit
Project Renderings	Exhibit
Project Narrative	Exhibit
Adler Graduate School Letter	Exhibit
Revised Plans - 01-22-2018	Exhibit

ORDINANCE NO. _____

**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.

Passed by the City Council of the City of Richfield, Minnesota this 23rd day of January, 2018.

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AT 1550 78TH STREET EAST

WHEREAS, an application has been filed with the City of Richfield which requests approval of a rezoning, final development plan, and conditional use permit for a planned unit development to allow construction of a three-story automobile dealership at 1550 78th Street East, property legally described in the attached Exhibit A; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing to consider the requested rezoning, conditional use permit, and final development plans on October 23, 2017;

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property on October 5, 2017 and published in the Sun-Current on October 10, 2017 and; and

WHEREAS, on October 23, 2017, the Planning Commission recommended denial of the applications by a vote of 3 to 1 finding that the proposal did not meet requirements; and

WHEREAS, the applicant revised plans to address a number of identified deficiencies and submitted revisions to the City on December 22, 2017; 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 approved a first reading of the requested rezoning upon finding that, with stipulations identified by the City Council at the meeting on January 9, 2017, the conditions specified in Richfield Zoning Code Section 542.09, Subd. 3 for approving a planned unit development would be met by the revised (December 22, 2017) plans;

WHEREAS, the revised (December 22, 2017) request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No._____; and

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit and 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, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above and the Required Findings outlined in the attached Exhibit B.
2. A planned unit development, final development plan and conditional use permit are approved for an automobile dealership as described in City Council Report No. ___, on the Subject Property legally described in Exhibit A.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:

    - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
    - This approval does not constitute approval of any signs; sign permits are required and must be submitted separately.
    - Plans must be revised to include an improved direct public entrance from 77th Street to a 77th Street-facing door subject to approval by the City's Community Development Director.
    - Maximum height of retaining walls and required guard rails may not exceed 36" along the 77th Street sidewalk. Variation of this requirement may be approved by the Community Development Director if the design does not negatively impact pedestrian experience along 77th Street. Retaining walls must meet clear zone requirements of the Public Works Department.
    - Site lighting must meet Code requirements after normal operating hours or 9:00 p.m. (whichever is earlier). Lighting, as proposed, is acceptable during operating hours.
    - Impervious surface limits may not be exceeded unless alternative environmentally-friendly system installed (e.g. green roof or roof-top solar array).
    - While not a legal requirement, applicant should acknowledge their desire to continue exploring options for addressing any future issue related to loss of access for the adjacent property at 1600 78th Street East).
    - All new utility service must be underground.
    - All utilities must be screened from public view.
    - Final 77th Street pedestrian lighting plan must be approved by the Public Works Director. A Maintenance Agreement related to lighting must be recorded prior to the issuance of a Certificate of Occupancy.
    - Final landscaping plans must be approved by the Directors of Public Works, Community Development and Mn-DOT (where applicable). Full site irrigation, including boulevards, is required.
    - The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.

- A Construction and Maintenance Agreement must be recorded prior to the issuance of a final Certificate of Occupancy.
- The applicant is responsible for obtaining all required permits, compliance with all requirements of the City's Administrative Review Committee, and compliance with all other City and State regulations.
- Minnesota Department of Transportation review required. Applicant must obtain all required permits for work in State right-of-way.
- Final stormwater management plan must be approved by Public Works Director. Infiltration not allowed in high-vulnerability wellhead protection area.
- Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
- As-builts or $7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.

4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.

5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd 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 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.

Hennepin County, Minnesota

Exhibit B

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. The proposed plans meet the following objectives of these plans:
    a. The proposal is for a regional commercial uses that will attract users from throughout the Twin Cities area;
    b. The proposal is economically viable;
    c. The proposal improves walkability and provides public art in order to make the area more unique and interesting;
    d. The proposed building fronts 77th Street and will provide an entry and interesting shop windows and seating areas adjacent to a major pedestrian pathway; and
    e. The proposed use will reduce surface parking adjacent to 77th Street.

2. *The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.* This requirement is met.

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 consistent with the following desires for the Mixed Use Districts:

    a. The proposal adapts to existing/anticipated market and transportation changes;
    b. The proposal provides appropriate transitions between uses;
    c. The proposal provides greater pedestrian and bicycle access and connections;
    d. The proposal is well-landscaped and provides attractive public and private spaces with a pedestrian and bicycle-friendly character and environment by minimizing surface parking and enhancing the pedestrian corridor with a building that is pulled up to 77th Street and includes attractive street level architecture; and
    e. The proposal includes high quality architectural design and materials.

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.* No undue adverse impacts are anticipated.

6. *The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.* This requirement is met.

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 meets the objectives identified in Part 1, #3 above and the Council finds that flexibility available through a planned unit development is warranted.

3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines*. The design improves upon the existing building in many ways, including moving the building up to 77th Street.

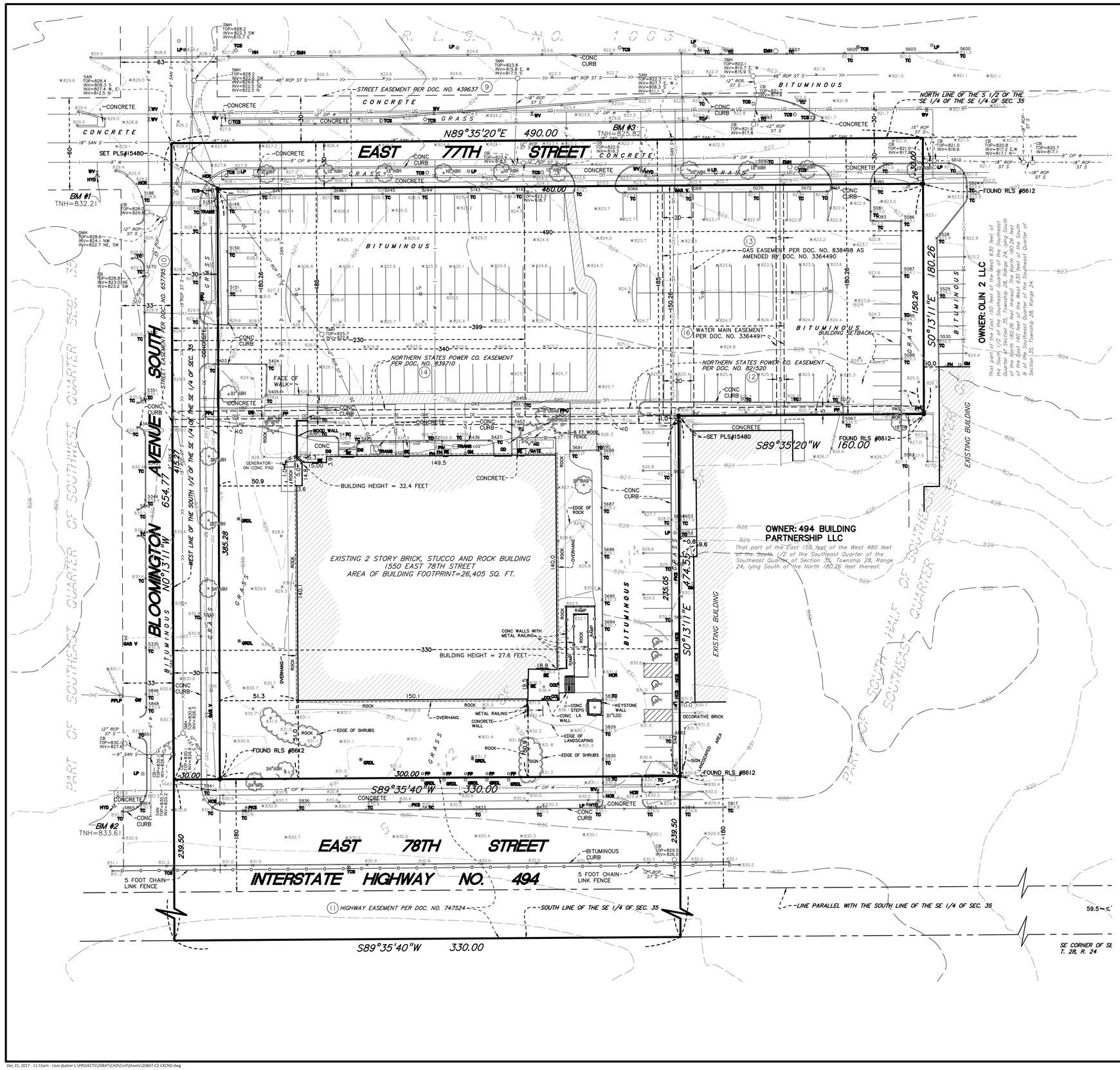
4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposal will be more compliant with a number of performance standards. The Council finds that those not met are justified by the overall development.

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*. The proposal will increase the City's tax base, provide additional jobs, and create opportunities for partnerships with Richfield schools.

8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit*. This requirement is met.



LEGEND

- FOUND MONUMENT
- SET MONUMENT MARKED LS 47481
- ELECTRIC METER
- LIGHT
- AIR CONDITIONER
- GUY ANCHOR
- HANDICAP STALL
- UTILITY POLE
- POST
- SIGN
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- FLARED END SECTION
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- GAS METER
- OVERHEAD WIRE
- CHAIN LINK FENCE
- IRON FENCE
- WIRE FENCE
- WOOD FENCE
- EASEMENT LINE
- SETBACK LINE
- RESTRICTED ACCESS
- CONCRETE CURB
- BUILDING LINE
- BUILDING CANOPY
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- LANDSCAPE SURFACE
- DECIDUOUS TREE
- CONIFEROUS TREE

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS-848094-MPLS, COMMITMENT DATE MAY 01, 2017)

THE NORTH 180.26 FEET OF THE WEST 490 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THAT PART OF THE WEST 330 FEET OF THE SOUTH 1/2 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.

TORRENS PROPERTY-CERTIFICATE OF TITLE NO. 1311180

PROPERTY SUMMARY

1. SUBJECT PROPERTIES ADDRESS IS 1550 78TH ST E, RICHFIELD, MN 55423, ITS PROPERTY IDENTIFICATION NUMBER IS 3502824440010.

TOTAL = 244,923 SQUARE FEET OR 5.623 ACRES (EXCLUDING INTERSTATE HIGHWAY 494 EASEMENT)
GROSS = 165,887 SQUARE FEET OR 3.808 ACRES (EXCLUDING ROADS AND ROAD EASEMENTS)
NET = 139,628 SQUARE FEET OR 3.205 ACRES (DOES NOT INCLUDE EASEMENTS
FOR STREET AND HIGHWAY RIGHT-OF WAYS)

SURVEY NOTES

1. SURVEY COORDINATE BASIS: HENNEPIN COUNTY COORDINATE SYSTEM, NVGD29
2. THE SURVEY IS BASED ON THE ALTA/NSPS LAND TITLE PREPARED BY SUNDE LAND SURVEYING DATED MAY 24, 2017.
3. FIELD WORK WAS COMPLETED BY SUNDE LAND SURVEYING ON MAY 8, 2017.

BENCHMARKS

1. THE VERTICAL DATUM IS BASED ON NGVD29:

BENCHMARK #1
TOP OF TOP NUT OF FIRE HYDRANT SW QUADRANT OF EAST 77TH STREET & BLOOMINGTON AVENUE SOUTH.
ELEVATION = 832.21 FEET

BENCHMARK #2
TOP OF TOP NUT OF FIRE HYDRANT NW QUADRANT OF EAST 78TH STREET & BLOOMINGTON AVENUE SOUTH.
ELEVATION = 833.61 FEET

BENCHMARK #3
TOP OF TOP NUT OF FIRST FIRE HYDRANT SOUTH SIDE OF EAST 77TH STREET, EAST OF BLOOMINGTON AVENUE SOUTH
ELEVATION = 825.82 FEET

Sambatek
www.sambatek.com
12800 Whitewater Drive, Suite 300
Minnetonka, MN 55343
763.476.6010 telephone
763.476.8532 facsimile
Engineering | Surveying | Planning | Environmental

Client
MORRIE'S AUTOMOTIVE GROUP

Project
MORRIE'S JAGUAR LAND ROVER

Location
RICHFIELD, MINNESOTA

Certification
PRELIMINARY

Summary
Designed: JEB Drawn: JEB
Approved: BDB Book / Page:
Phase: PRELIMINARY Initial Issued: 07/28/2017

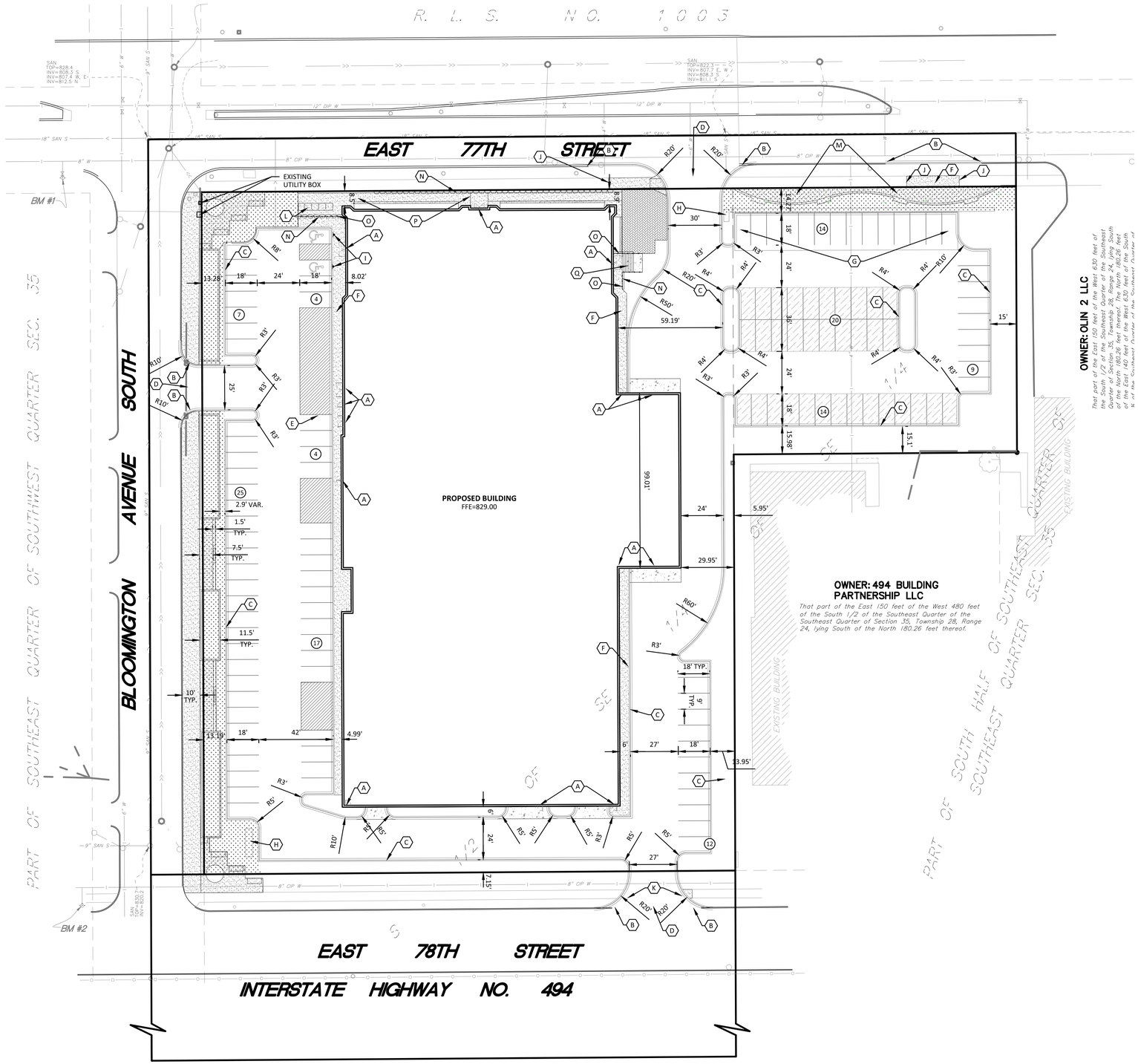
Revision History

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. 20847



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL . . . THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING 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 CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

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 IMPROVEMENTS SHOWN ON THE PLANS.

LEGEND

	PROPOSED	EXISTING		
PROPERTY LIMIT			STANDARD DUTY ASPHALT PAVING	
CURB & GUTTER				
EASEMENT			CONCRETE PAVING	
BUILDING				
RETAINING WALL			CONCRETE SIDEWALK	
WETLAND LIMITS		WL		
TREELINE			PERMEABLE PAVERS	
SAWCUT LINE				
SIGN			USABLE OPEN SPACE	
PIPE BOLLARD				
NUMBER OF PARKING STALLS PER ROW	XX			
KEY NOTE	XX			

DEVELOPMENT SUMMARY

AREA	
GROSS SITE AREA	139,628 SF 3.21 AC
ZONING	
EXISTING ZONING	MU-R
PROPOSED ZONING	PUD
BUILDING REQUIREMENTS	
BUILDING FOOTPRINT	58,485 SF
BUILDING LOT COVERAGE	41.9%
PARKING	
SURFACE PARKING STALLS PROVIDED	126 STALLS
STRUCTURE PARKING STALLS PROVIDED	148 STALLS
TOTAL PARKING PROVIDED	274 STALLS
IMPERVIOUS COVERAGE	
EXISTING IMPERVIOUS AREA	104,215 SF
EXISTING IMPERVIOUS PERCENTAGE	75%
PROPOSED IMPERVIOUS AREA	123,245 SF
PROPOSED IMPERVIOUS PERCENTAGE	88%
IMPERVIOUS COVERAGE CONSIDERATIONS	
PERMEABLE PAVER AREA	5,314 SF (4%)
PLAZA AREA	2,558 SF (2%)
PROPOSED IMPERVIOUS (EXCLUDING PLAZA, AND PERMEABLE PAVERS)	115,373 SF (82%)
USABLE OPEN SPACE	
USABLE OPEN SPACE AREA	8,319 SF
USABLE OPEN SPACE AREA PERCENTAGE	6%

DEVELOPMENT NOTES

1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
4. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
5. ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
7. SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS
8. SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
9. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
10. ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). THE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS ISLE SHALL BE 2.08% (1:48). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS PAVEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT AND COORDINATE WITH GRADING CONTRACTOR.
11. "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.

KEY NOTES

A. BUILDING DOORS, STOOPS, STAIRS SEE ARCHITECTURAL PLANS
B. MEET AND MATCH EXISTING CURB & GUTTER
C. B-612 CONCRETE CURB AND GUTTER
D. CONCRETE APRON
E. FLAT CURB SECTION
F. CONCRETE WALK
G. ELECTRIC VEHICLE CHARGING, SEE ARCHITECTURAL PLANS
H. MONUMENT SIGNAGE, SEE ARCHITECTURE PLANS
I. ADA SIGNAGE IN BOLLARD
J. MEET AND MATCH EXISTING SIDEWALK
K. ADA PEDESTRIAN RAMP
L. BIKE RACK
M. PLAZA, SEE LANDSCAPE PLAN FOR DETAILS
N. RETAINING WALL
O. RAILING
P. ADA ROUTE
Q. STEPS

NORTH

0 30 60
SCALE IN FEET

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Client
MORRIE'S AUTOMOTIVE GROUP

Project
MORRIE'S JAGUAR LAND ROVER

Location
RICHFIELD, MINNESOTA

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

PRELIMINARY

Brady D. Busse
Registration No. 41579 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

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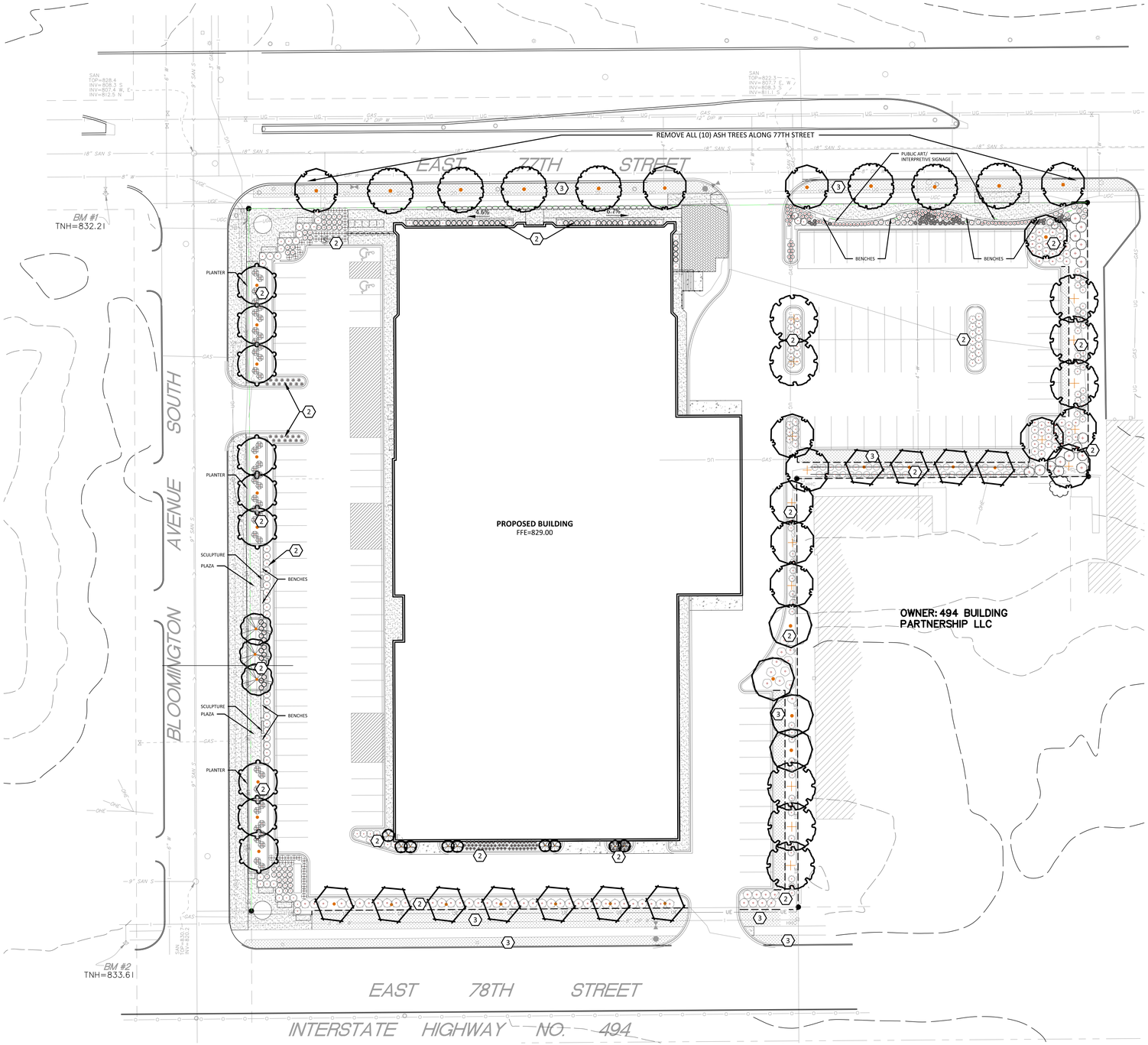
Sheet Title
SITE PLAN

Sheet No. Revision
C3.01

Project No. 20847



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	JM	Acer rubrum `Bailcraig` / Scarlet Jewell Maple	B & B	2.5"Cal	11
	DP	Betula platyphylla `Fargo` TM / Dakota Pinnacle Birch	B & B	2"Cal	9
	GB	Ginkgo biloba `Autumn Gold` TM / Maidenhair Tree	B & B	2.5"Cal	8
	IH	Gleditsia triacanthos `Imperial` / Imperial Honeylocust	B & B	2.5"Cal	9
	HL	Gleditsia triacanthos `Skyline` / Skyline Honey Locust	B & B	2.5"Cal	7
	SO	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	8
	BL	Tilia americana `Boulevard` / Boulevard Linden	B & B	2.5"Cal	5
	PE	Ulmus americana `Princeton` / American Elm	B & B	3.5" Cal	4
ORN. TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	SB	Amelanchier canadensis `Autumn Brilliance` / Autumn Brilliance Serviceberry	B & B	2"Cal	5
	PF	Malus x `Prairifire` / Prairifire Crab Apple	B & B	2"Cal	3
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	CONT	H' X W'	QTY
	BC	Aronia melanocarpa `Autumn Magic` / Autumn Magic Black Chokeberry	5 gal		6
	BX	Buxus x `Chicagoland Green` TM / Glencoe Boxwood	10 gal		53
	BH	Diervilla lonicera / Dwarf Bush Honeysuckle	5 gal		44
	CE	Euonymus alatus `Compactus` / Compact Burning Bush	5 gal		16
	LH	Hydrangea paniculata `Jane` / Little Lime Hydrangea	5 gal		63
	MJ	Juniperus chinensis `Mint Julep` / Mint Julep Juniper	5 gal		55
	GL	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	5 gal		44
	RR	Rosa x `Radtko` / Double Knock Out Rose	1 gal	3`x3`	62
	GS	Spiraea japonica `Goldflame` / Spirea	5 gal		54
	LB	Syringa x `Bloomerang` / Lilac	5 gal		77
	Ty	Taxus x media `Tauntonii` / Tauton Yew	5 gal		44
	TA	Thuja occidentalis `Bail John` / Technito Arborvitae	5`		44
	CV	Viburnum opulus `Compactum` / Compact European Cranberrybush	5 gal		11
GRASSES	CODE	BOTANICAL NAME / COMMON NAME	CONT	H' X W'	QTY
	KFG	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass	1 gal		46
	PDS	Sporobolus heterolepis / Prairie Dropseed	1 gal		73
PERENNIALS	CODE	BOTANICAL NAME / COMMON NAME	CONT	H' X W'	QTY
	BDL	Hemerocallis x `Baja` / Baja Daylily	1 gal		26
	BES	Rudbeckia fulgida `Goldstrum` / Black Eyed Susan	1 gal		26
	AFS	Sedum x `Autumn Fire` / Autumn Fire Sedum	1 gal		61
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	QTY		
	TUR HIG	Turf Sod Highland Sod / Sod	12,069 sf		

LANDSCAPE LEGEND

1. NOT USED
2. DOUBLE SHREDDED HARDWOOD MULCH - NATURAL COLOR, 4" DEPTH
3. SOD

— — — — STEEL EDGER

RICHFIELD, MN LANDSCAPE CODE

PLANT MATERIAL SIZE REQUIREMENTS:

SHRUBS:5 GAL.
ORNAMENTAL TREES: 1.5" CALIPER
OVERSTORY TREES:

9 TREES OR FEWER: 2.5" CALIPER
MORE THAN 9 TREES:

TREE SIZES WILL BE ADJUSTED TO MEET CODE FOR 3 STORY BUILDING AFTER PRELIMINARY APPROVAL

Building Height (in stories)*	Minimum Overstory Tree Size ** (in caliper inches)		
	2.5	3.5	4.5
1	70%	20%	10%
2	60%	20%	20%
3	50%	30%	20%
4	40%	30%	30%
5+	30%	40%	30%

QUANTITY REQUIRED:

i. ONE (1) TREE PER 2,500 SQUARE FEET OF DEVELOPABLE LANDSCAPING AREA; AND
ii. ONE (1) SHRUB PER 1,000 SQUARE FEET OF DEVELOPABLE LANDSCAPING AREA

DEVELOPABLE LANDSCAPING AREA IS DEFINED AS THE TOTAL AREA OF A DEVELOPMENT SITE OR PHASE MINUS THE PORTION OF THAT AREA WITHIN A NATURAL WATER BODY OR A PROTECTED WETLAND.

DEVELOPABLE LAND ON SITE= 139,629 SQ. FT.

PLANT TYPE	REQUIRED	PROVIDED
TREES	56	69
SHRUBS	140	832

NORTH

0 30 60
SCALE IN FEET

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Client
MORRIE'S AUTOMOTIVE GROUP

Project
MORRIE'S JAGUAR LAND ROVER

Location
RICHFIELD, MINNESOTA

Certification
PRELIMINARY

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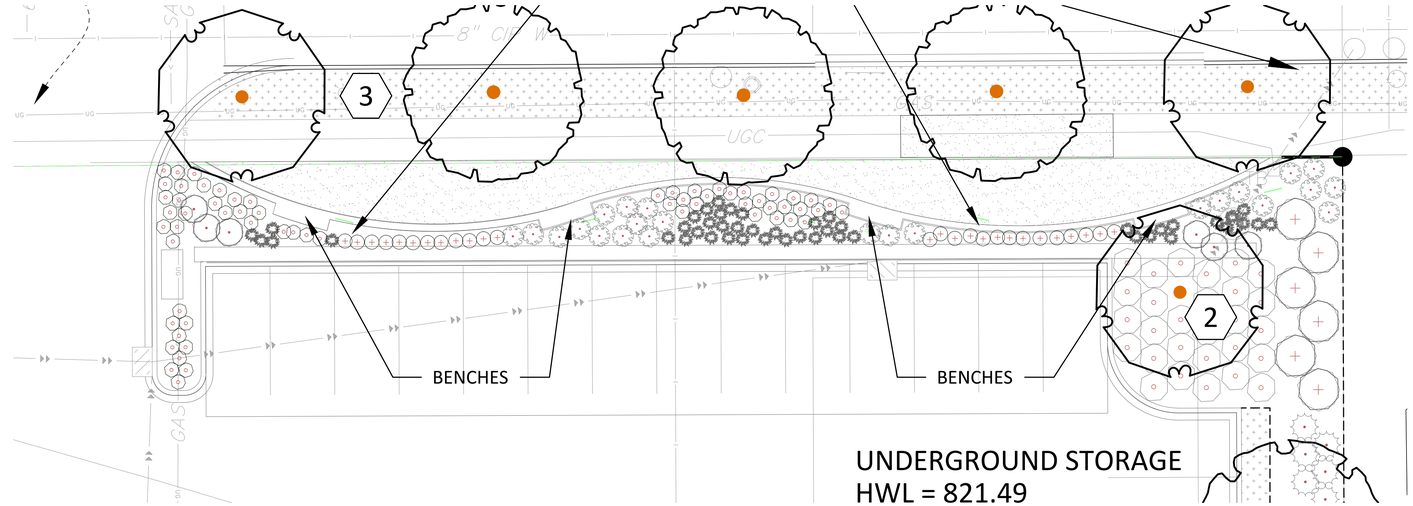
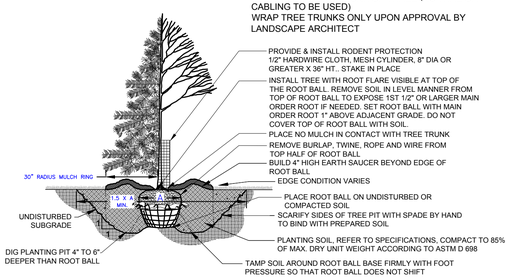
LANDSCAPE PLAN

Sheet No. Revision
L1.01

Project No. 20847

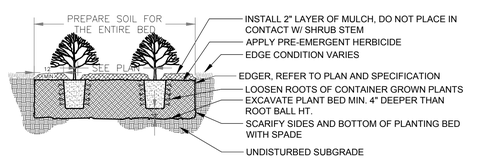


NOTE:
CONTRACTOR SHALL MAINTAIN TREES IN A PLUMB POSITION THROUGHOUT THE WARRANTY PERIOD. IF STAKING IS REQUIRED BY SITE CONDITIONS, CONTRACTOR TO USE 2 OR 3 STAKE METHOD WITH 1" WEBBING AROUND TRUNK OF THREE (NO WIRE OR CABLING TO BE USED)
WRAP TREE TRUNKS ONLY UPON APPROVAL BY LANDSCAPE ARCHITECT



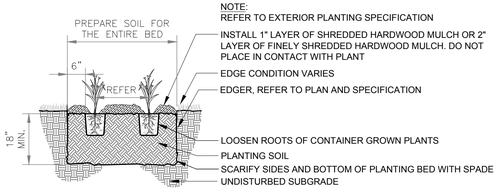
1 / L2.01 TREE PLANTING DETAIL

NTS



2 / L2.01 SHRUB PLANTING DETAIL

NTS



NOTE:
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

3 / L2.01 PERENNIAL PLANTING DETAIL

NTS

NOTES

GENERAL NOTES:

1. 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 BEGINNING OF WORK.
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.
3. 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 PERIOD.
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 $\frac{1}{2}$" INCHES IN ANY DIMENSION.
2. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
3. 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.
4. 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.
5. ALL DISTURBED AREAS TO BE TURF SEEDED, ARE TO RECEIVE 4" TOP 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.
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 NOTES:

1. 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.
3. 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.

Sambatek
www.sambatek.com
12800 Whitewater Drive, Suite 300
Minnetonka, MN 55343
763.476.6010 telephone
763.476.8532 facsimile
Engineering | Surveying | Planning | Environmental

Client
MORRIE'S AUTOMOTIVE GROUP

Project
MORRIE'S JAGUAR LAND ROVER

Location
RICHFIELD, MINNESOTA

Certification

PRELIMINARY

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

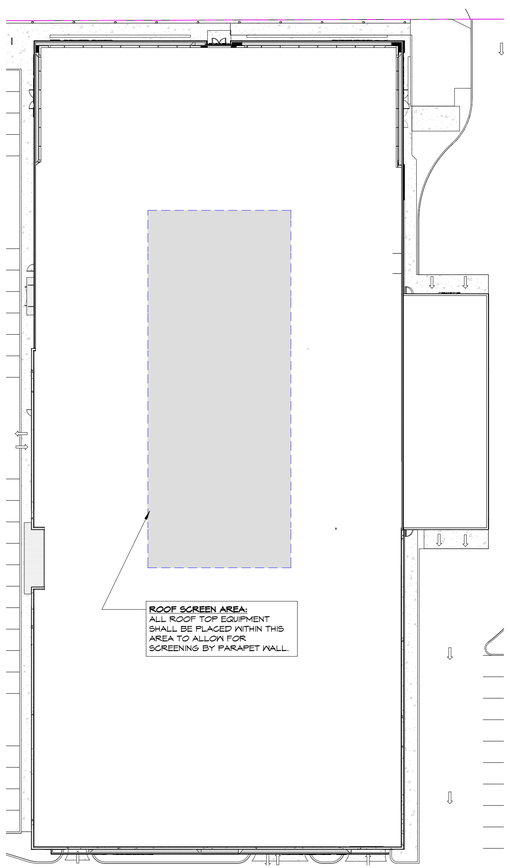
Sheet No. Revision
L2.01

Project No. 20847

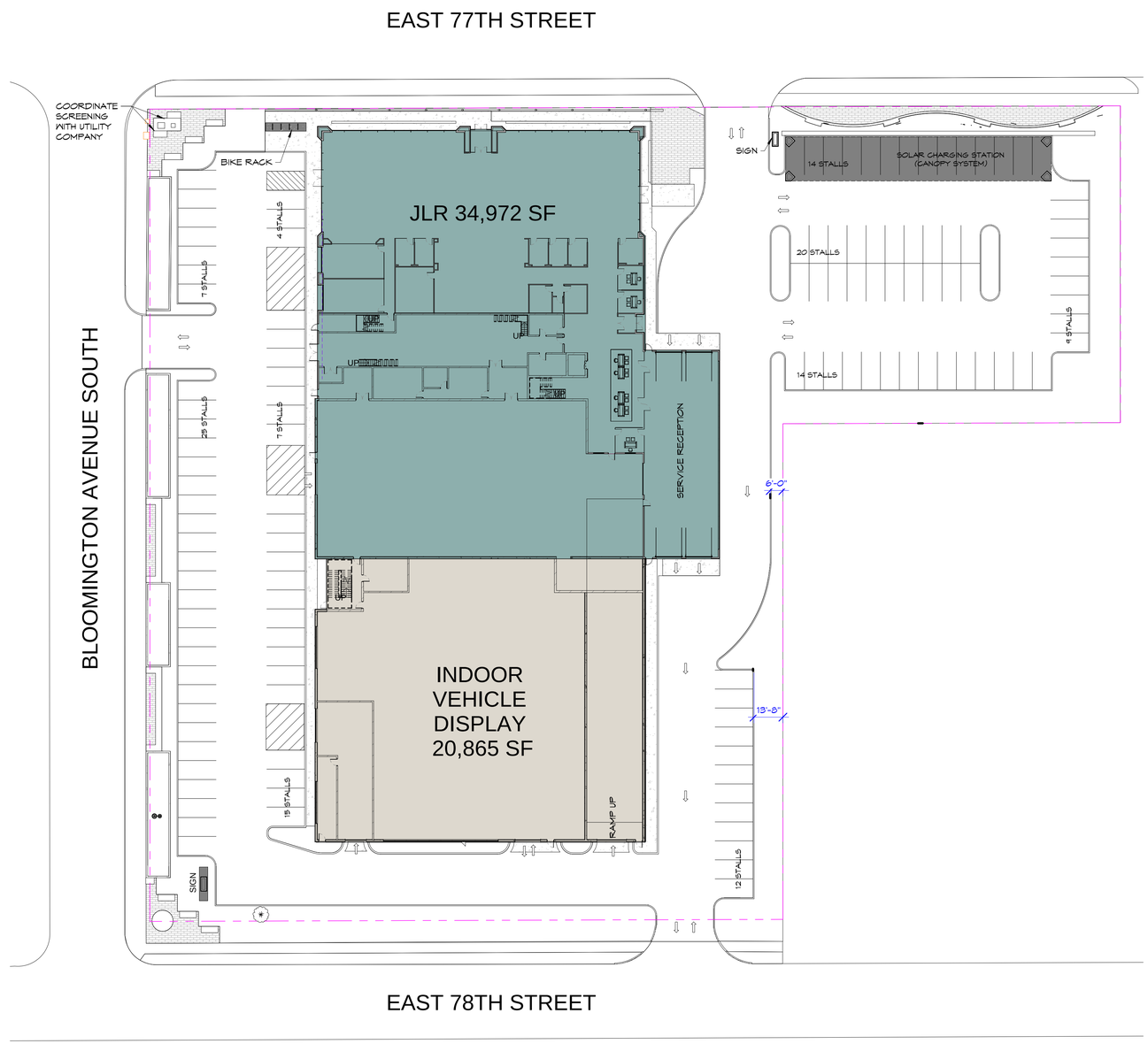
SITE AREA	
OVERALL SITE SF	139,628 SF
BUILDING FOOTPRINT	58,485 SF
BUILDING LOT COVERAGE	41.9%

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



2 A-0.1 ROOF PLAN- SCREEN AREA
1" = 30'-0"



1 A-0.1 SITE PLAN
1" = 30'-0"

Gries Architectural Group Inc.
500 North Commercial Street
Neenah, Wisconsin 54956
Phone: 920-722-2445 Fax: 920-722-6605
www.gries.design

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A NEW AUTOMOTIVE FACILITY FOR:
MORRIES JAGUAR LAND ROVER
RICHFIELD, MINNESOTA

date: 11/15/17
job: 17-023
d. by: BJG, LCF, KJF
rev.: 12/21/17

A-0.1

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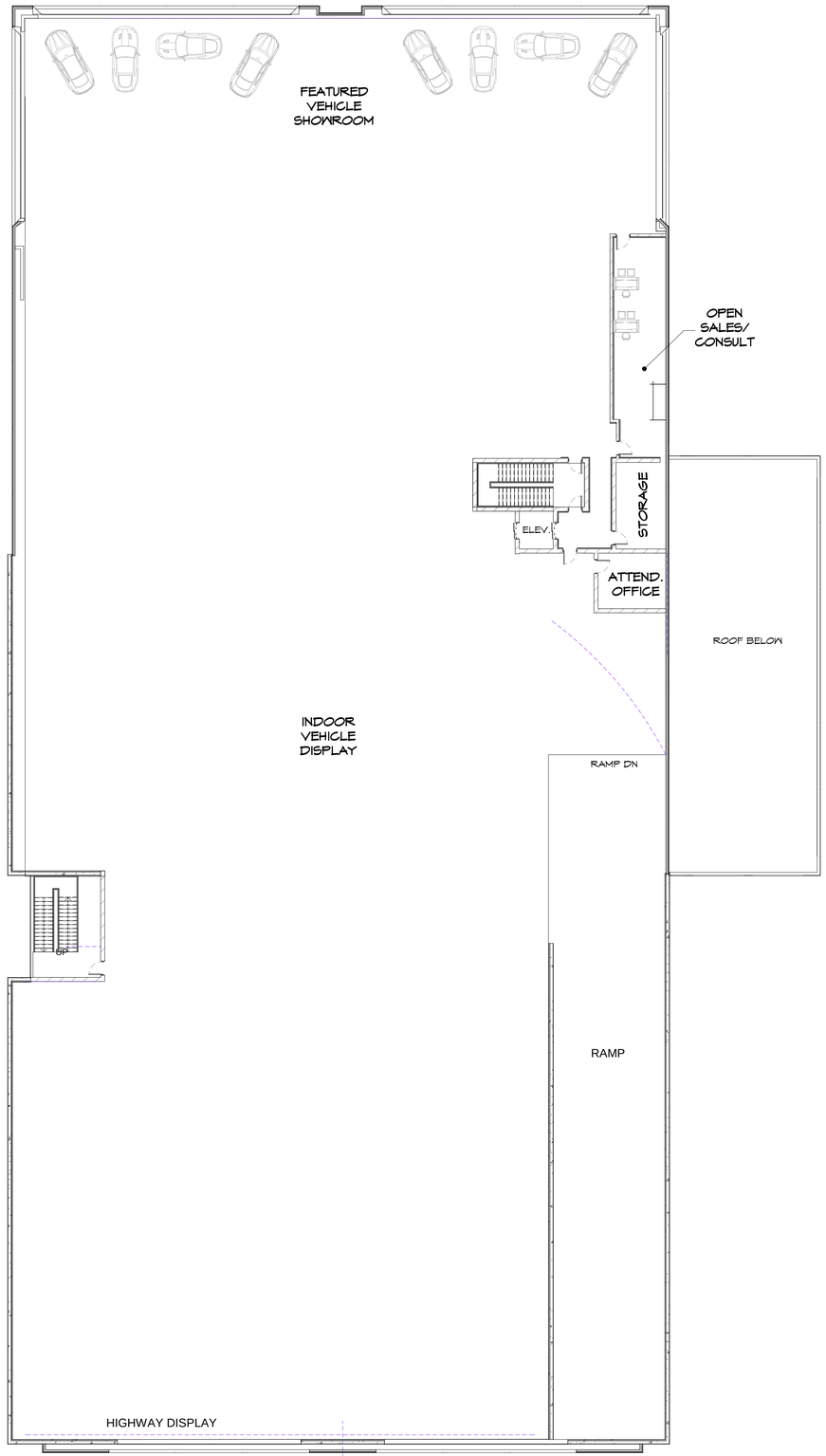
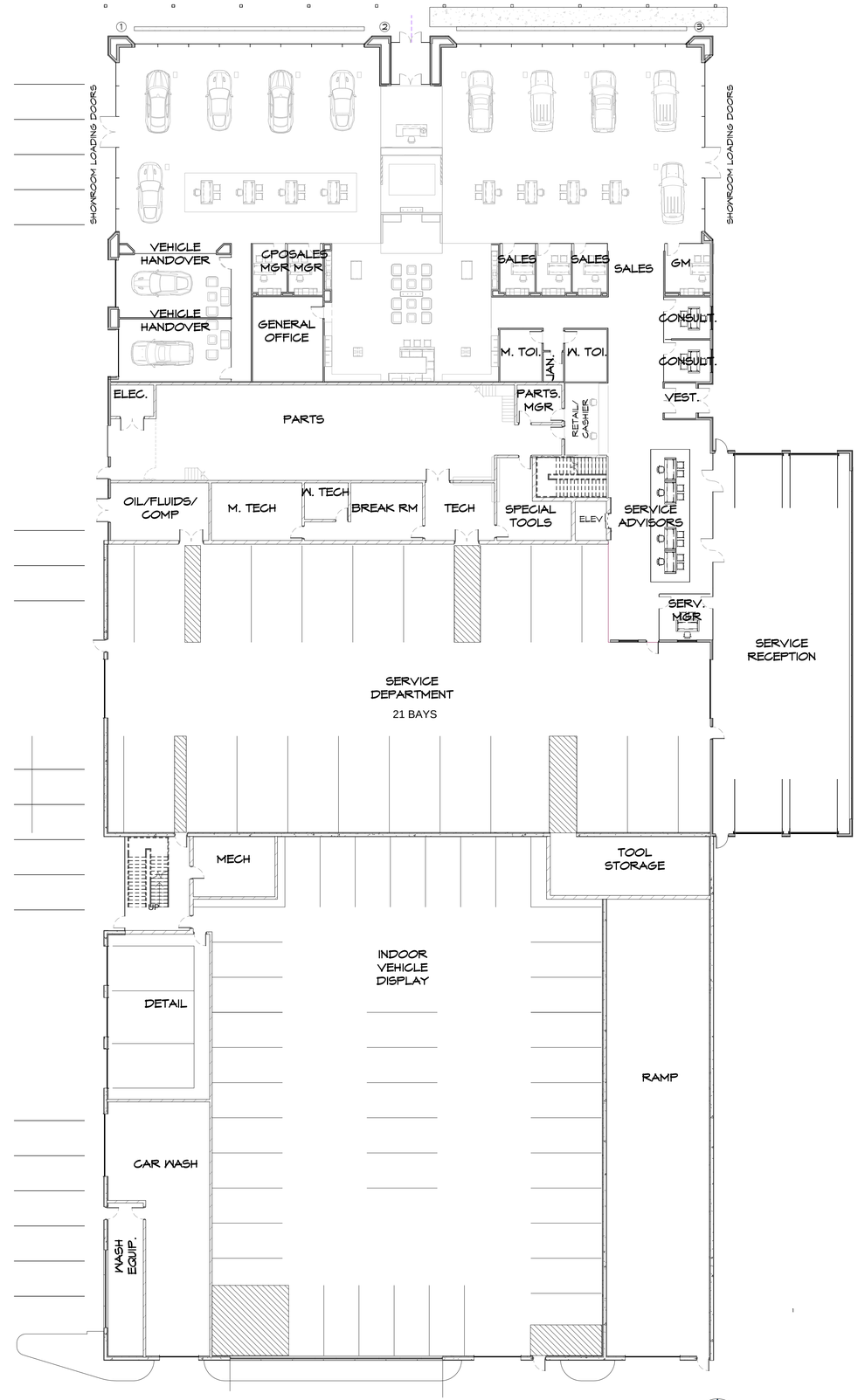


2 A-1.1 SECOND FLOOR 1/16" = 1'-0"

FACADE ARTICULATION
① = 6'-10 11/16"
② = 29'-7 7/16"
③ = 6'-10 11/16"
TOTAL = 24% OF FRONT FACADE



1 A-1.1 FIRST FLOOR PLAN 1/16" = 1'-0"

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A NEW AUTOMOTIVE FACILITY FOR: MORRIES JAGUAR LAND ROVER RICHFIELD, MINNESOTA

date: 11/15/17
job: 17-023
d. by: BJG, LCF, KJF
rev.:

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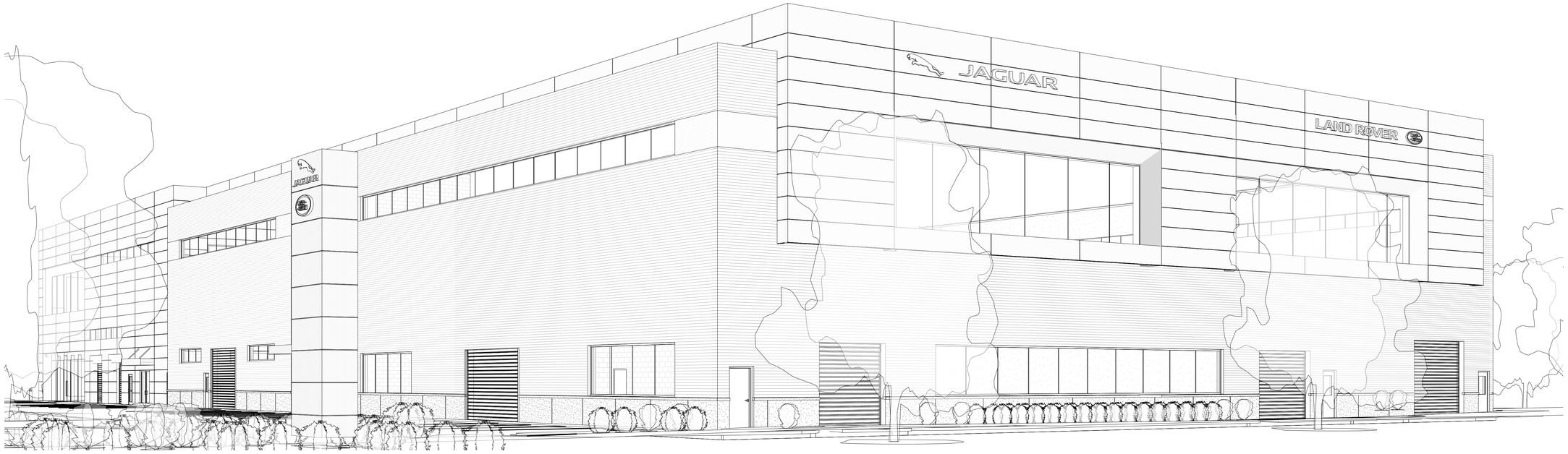
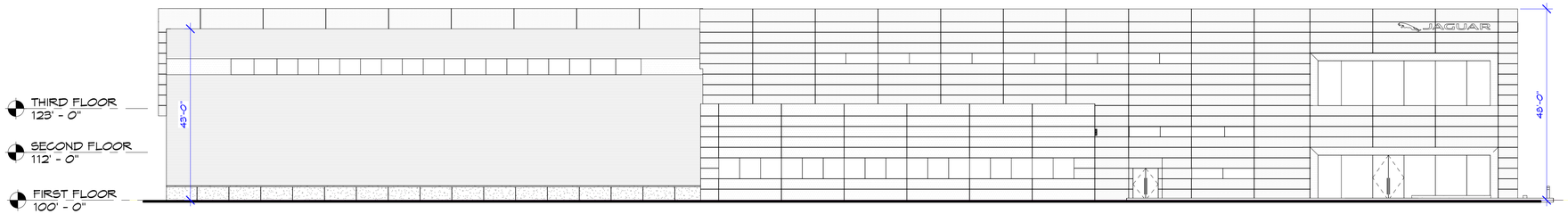
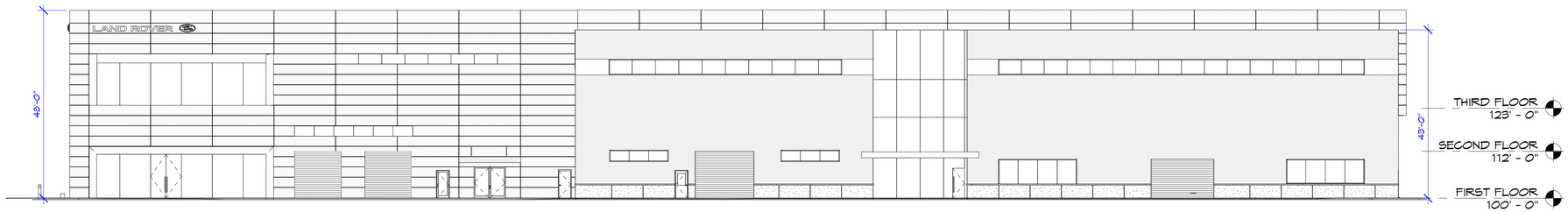


3 A-4.2 SW PERSPECTIVE VIEW



2 A-4.2 EAST ELEVATION
1/16" = 1'-0"



1 A-4.2 WEST ELEVATION
1/16" = 1'-0"

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RICHFIELD, MINNESOTA

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job: 17-023
d. by: BJG, LGF, KJF
rev.: 12/21/17

A-4.2

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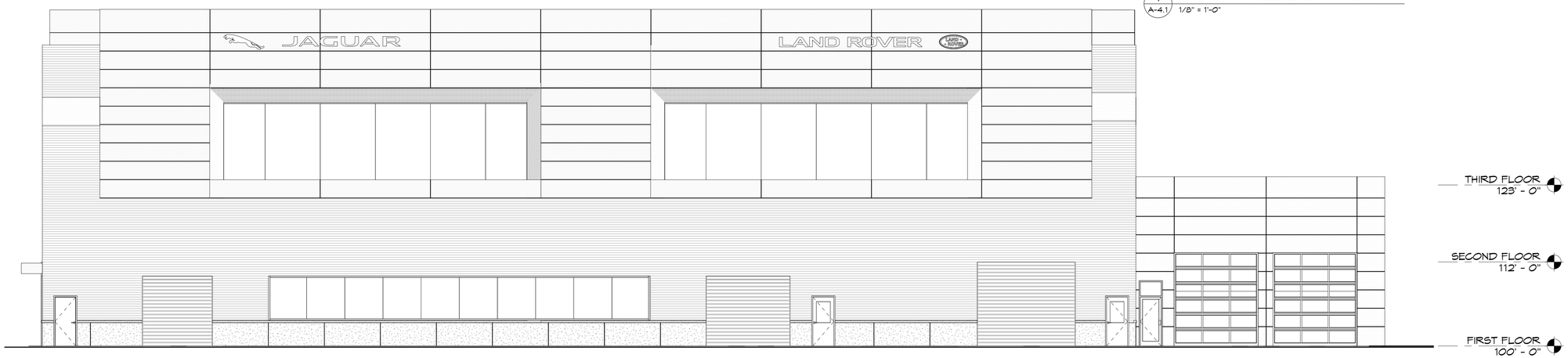
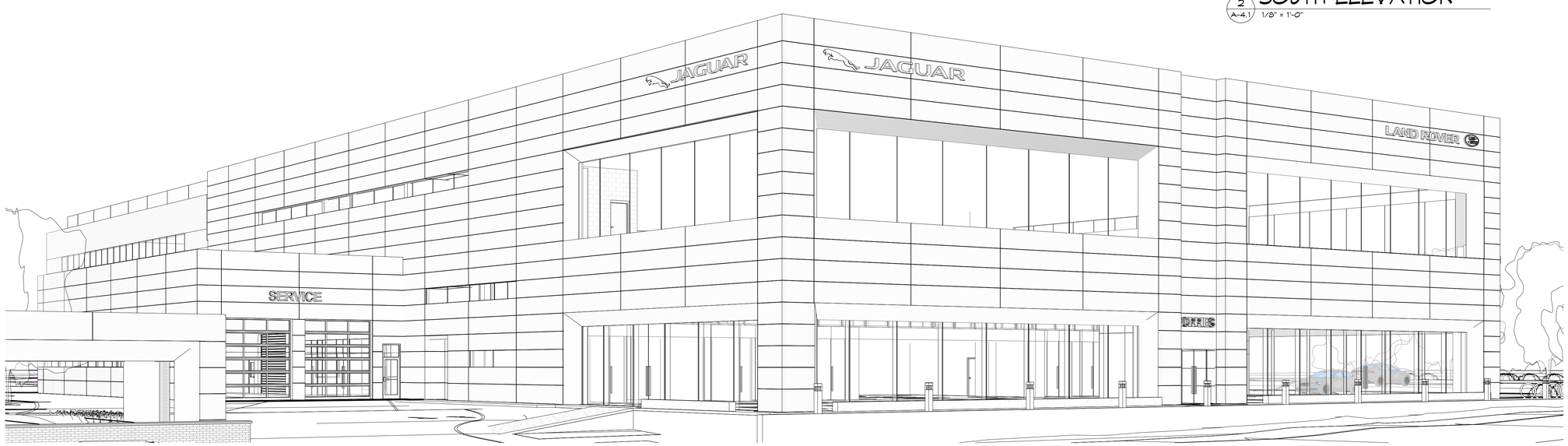
1 A-4.1 NORTH ELEVATION
1/8" = 1'-0"



2 A-4.1 SOUTH ELEVATION
1/8" = 1'-0"



3 A-4.1 NE PERSPECTIVE VIEW

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A NEW AUTOMOTIVE FACILITY FOR:
MORRIES JAGUAR LAND ROVER
RICHFIELD, MINNESOTA

date: 11/15/17
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d. by: BJG, LCF, KJF
rev.: 12/21/17

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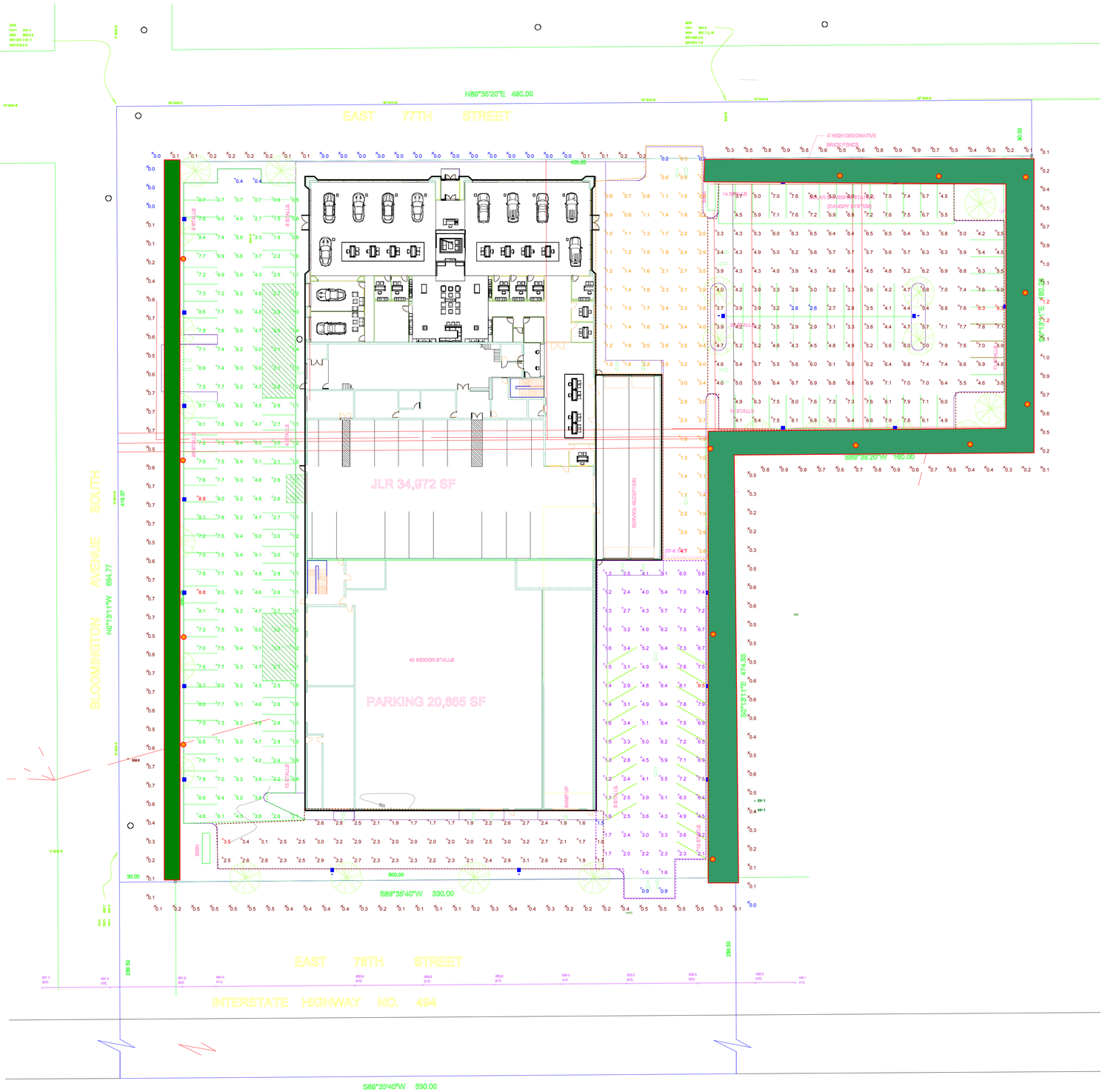


Plan View
Scale - 1" = 30ft

Schedule					
Symbol	Label	Quantity	Manufacturer	Catalog Number	Wattage
	A	14	Lithonia Lighting	DSX1 LED	241
	A-1	1	Lithonia Lighting	DSX1 LED	163
	B	2	Lithonia Lighting	DSX1 LED	241
	C	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	×	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

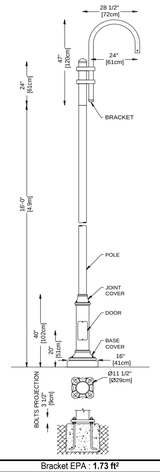
cyclone LIGHTING

APPROVAL – SPECIFICATION

Project : **City of Richfield – PORTLAND AVENUE- Spare Assembly** | Order:**SQ_016523**

Type: **B** Bracket : **M230-S40-C1-CP3731-RAL9005SM** | Page: **3/3** | Qty:**xx**

Type: **B** Pole : **PM42-16-SA-BM11-T40-RAL9005SM** | Qty:**xx**



Bracket EPA : **1.73 ft²**

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 to a 6 5/8"(17cm)Ø base. The wall thickness of the pole is **1/4"(6.3mm) (PM42)**. The 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.

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 ft² @ 90mph.

Generals/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 Cyclone Lighting.

JAGUAR
SOLAR
JAGUAR
LAND ROVER

LAND ROVER
LAND ROVER

LAND ROVER

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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—78th 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 77th 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 77th 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

adler | GRADUATE SCHOOL

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Richfield, Minnesota 55423
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Fax: 612 861 7559
E-mail: info@alfredadler.edu
www.alfredadler.edu

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 78th 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.

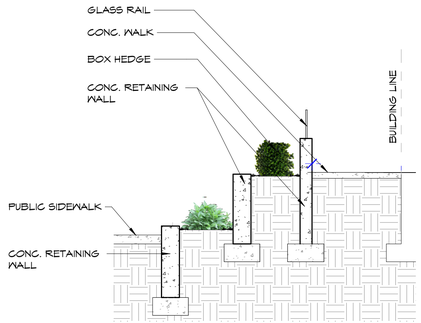
By lowering operating costs in a smaller footprint and improving locational convenience to students, we at AGS believe the Morrie's Project offers us a unique opportunity to improve the long-term viability of the Adler Graduate School and our vision and mission. As such, we at AGS endorse the Morrie's 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

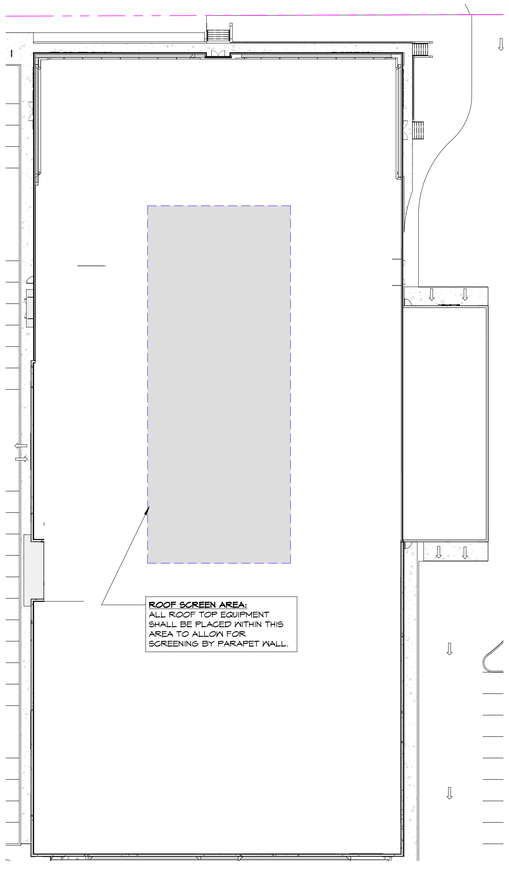


3 A-0.1 SECTION AT RETAINING WALL
1/4" = 1'-0"

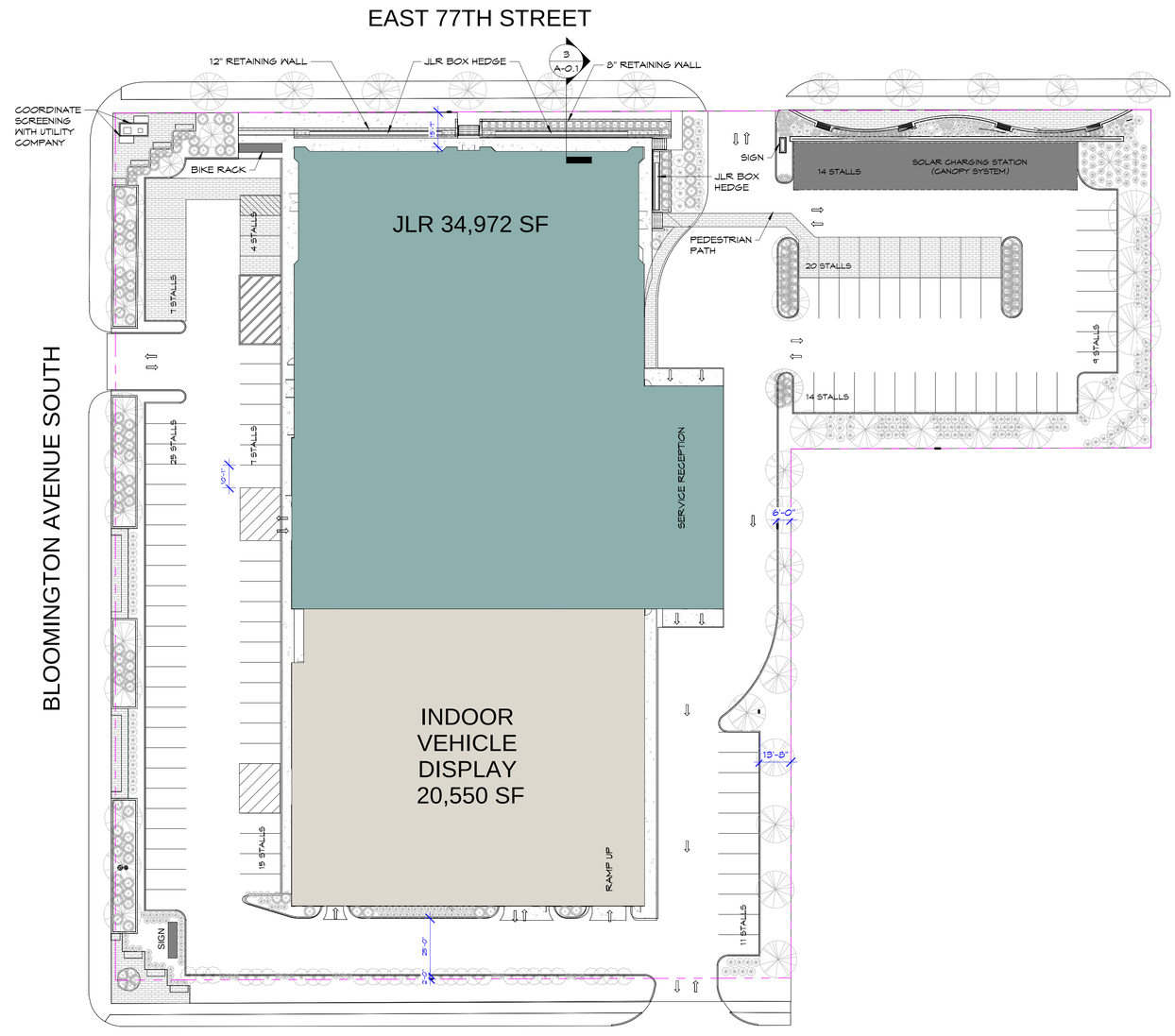
SITE AREA	
OVERALL SITE SF	139,628 SF
BUILDING FOOTPRINT	58,170 SF
BUILDING LOT COVERAGE	41.7%

BUILDING AREA	
JRL FINISHED	34,972 SF
1ST FLOOR PARKING STRUCTURE	20,550 SF
2ND FLOOR JLR OFFICE SPACE	10,004 SF
3RD FLOOR PARKING STRUCTURE	52,536 SF
SOLAR CHARGING STATION CANOPY STRUCT.	2,648 SF
TOTAL AREA	120,710 SF

PARKING	
APPROX. SURFACE STALLS	127
APPROX. PARKING STRUCTURE STALLS	148
TOTAL STALLS	275



2 A-0.1 ROOF PLAN- SCREEN AREA
1" = 30'-0"



1 A-0.1 SITE PLAN
1" = 30'-0"

MORRIES JAGUAR LAND ROVER- RICHFIELD, MN

Gries Architectural Group Inc.

JAGUAR
SERVICE
LAND ROVER

LAND ROVER
LAND ROVER

AGENDA SECTION: RESOLUTIONS

AGENDA ITEM # 8.

STAFF REPORT NO. 23
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY: Jesse Swenson, Assistant HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
1/17/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
1/17/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution pertaining to filing of the Pay Equity Report with the Minnesota Management and Budget Department and the approval of a resolution approving the revised 2018 General Services Compensation Plan to reflect the elimination of a step in the GS1 through GS6E pay grades.

EXECUTIVE SUMMARY:

The City has completed its work on the Pay Equity Report for the period ending December 31, 2017 and requires the Mayor's signature before submission to the State of Minnesota. The data compiled for this report is done in accordance with strict standards determined by the Minnesota Management and Budget Department and is reported in a summary format for submission to the State. Compliance is determined on passing a underpayment ratio, salary range test, and exceptional service pay test. The preliminary results indicate that the City is not in compliance with the salary range test as of 12-31-17. However, the State will make an official determination after the report is analyzed.

Of the three tests that the State requires a passing score, the City only marginally did not pass the salary range test. Because of this, staff is recommending revisions to the General Services pay plan submitted to the City Council for approval. The revised pay plan will eliminate the first pay steps for GS1 through GS6E employees, which are predominantly female positions. This change to the pay plan will ensure that in future pay equity testing the City will be in compliance with the salary range test.

RECOMMENDED ACTION:

By motion: Adopt a resolution pertaining to filing of the Pay Equity Report with the Minnesota Management and Budget Department and adopt a resolution approving the revised 2018 General Services Compensation Plan.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- Minnesota Statutes require that every municipality file a report with the Minnesota Management and Budget Department, formerly the Minnesota Department of Employee Relations (DOER), to indicate equitable pay relationships between female and male employees.The City of Richfield filed its last Pay Equity Report in January 2015. The Minnesota Legislature requires the reporting

of Pay Equity every three years. The City's next reporting deadline will be January 31, 2021.

- Historically, the labor units within the City of Richfield are male dominated units with three to four pay steps per position. In addition, historically the general services pay plan grades have been female dominated units with five to six pay steps per grade.

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

- The City of Richfield must file a Pay Equity report in order to comply with the Pay Equity Act. A Pay Equity report is filed every three years.
- In order to remain in compliance with the State of Minnesota Pay Equity reporting rules it is necessary to make these pay plan adjustments.

C. **CRITICAL TIMING ISSUES:**

- The report has been completed and, according to assessment information provided by the Minnesota Management and Budget Department, indicates that the City's male and female pay relationships are not in compliance with the Pay Equity Act. The City has responded to these results by making a modification to the 2018 General Services pay plan. The GS1 and GS2 grades will move to 4 total steps including the initial hire step, and grades GS3 through GS6E will move to 5 total steps including the initial hire step.

D. **FINANCIAL IMPACT:**

- Any reports not received by the State of Minnesota on or before January 31, 2018 will be found out of compliance and subject to a monetary penalty. The penalty is a 5 percent reduction in state aid payments or $100 per day, whichever is greater.
- There are approximately 11 employees impacted by the pay plan step modifications, and potentially a $9500 budget impact for 2018.

E. **LEGAL CONSIDERATION:**

- The City must file a report with the State of Minnesota on or before January 31, 2018 based on data as of December 31, 2017.

ALTERNATIVE RECOMMENDATION(S):

- Pay Equity Report: No alternative is recommended. The report is based on actual data and must be filed with the State in accordance with the statutory timeline.
- 2018 General Services Pay Plan: No alternative is recommended. Based on the City's 2017 Pay Equity report, it would be beneficial for the City to make these changes in order to remain in compliance with pay equity standards.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

	Description	Type
🗋	Compliance Report	Backup Material
🗋	Resolution	Resolution Letter

Compliance Report

Jurisdiction: Richfield
6700 Portland Avenue South

Richfield MN 55423

Report Year: 2018
Case: 1 - 2017 DATA (Private (Jur Only))

Contact: Jesse Swenson Phone: (612) 861-9704 E-Mail: jswenson@richfieldmn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	42	37	10	89
# Employees	112	70	58	240
Avg. Max Monthly Pay per employee	6,484.86	4,927.66		5,931.32

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 105.71 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	18	17
b. # Below Predicted Pay	24	20
c. TOTAL	42	37
d. % Below Predicted Pay (b divided by c = d)	57.14	54.05

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 180	Value of T = 0.983

a. Avg. diff. in pay from predicted pay for male jobs = ($20)

b. Avg. diff. in pay from predicted pay for female jobs = ($85)

III. SALARY RANGE TEST = 73.84 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 3.45

B. Avg. # of years to max salary for female jobs = 4.68

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 19.05 *

B. % of female classes receiving ESP 5.41

*(If 20% or less, test result will be 0.00)

RESOLUTION NO.

RESOLUTION RELATING TO THE 2018 GENERAL SERVICES SALARY COMPENSATION PLAN

WHEREAS, the municipal code of the City of Richfield provides for the adoption of a pay plan for General Services employees from time-to-time, and

WHEREAS, the City administration has prepared a 2018 pay plan for position classifications for General Services employees. The City Manager is authorized to add or reclassify positions as necessary. Examples of positions in each pay grade are attached.

NOW, THEREFORE, BE IT RESOLVED that the City Council do and hereby does establish for the year 2018 the following pay plan, which is to be effective the first full pay period of January 2018, and subject to all applicable provisions of the City Code:

Effective the first full pay period of January 2018

STEP		2	3	4	5	6
RANGE						
GS1	YR		41,329.60	43,576.00	46,176.00	47,548.80
	MO		3,444.13	3,631.33	3,848.00	3,962.40
	BW		1,589.60	1,676.00	1,776.00	1,828.80
	HR		19.87	20.95	22.20	22.86
GS2	YR		44,865.60	47,132.80	49,545.60	52,041.60
	MO		3,738.80	3,927.73	4,128.80	4,336.80
	BW		1,725.60	1,812.80	1,905.60	2,001.60
	HR		21.57	22.66	23.82	25.02
GS3	YR	47,652.80	50,232.00	52,707.20	55,390.40	58,552.00
	MO	3,971.07	4,186.00	4,392.27	4,615.87	4,879.33
	BW	1,832.80	1,932.00	2,027.20	2,130.40	2,252.00
	HR	22.91	24.15	25.34	26.63	28.15
GS4	YR	52,041.60	54,704.00	57,470.40	60,299.20	63,481.60
	MO	4,336.80	4,558.67	4,789.20	5,024.93	5,290.13
	BW	2,001.60	2,104.00	2,210.40	2,319.20	2,441.60
	HR	25.02	26.30	27.63	28.99	30.52
GS4SNE	YR	55,910.40	58,760.00	61,734.40	64,854.40	68,099.20
	MO	4,659.20	4,896.67	5,144.53	5,404.53	5,674.93
	BW	2,150.40	2,260.00	2,374.40	2,494.40	2,619.20
	HR	26.88	28.25	29.68	31.18	32.74
GS5	YR	57,470.40	60,299.20	63,481.60	66,622.40	69,992.00
	MO	4,789.20	5,024.93	5,290.13	5,551.87	5,832.67
	BW	2,210.40	2,319.20	2,441.60	2,562.40	2,692.00
	HR	27.63	28.99	30.52	32.03	33.65
GS5E	YR	61,734.40	64,812.80	68,099.20	71,510.40	78,561.60
	MO	5,144.53	5,401.07	5,674.93	5,959.20	6,546.80
	BW	2,374.40	2,492.80	2,619.20	2,750.40	3,021.60
	HR	29.68	31.16	32.74	34.38	37.77
GS6	YR	63,481.60	66,622.40	69,992.00	73,569.60	81,099.20
	MO	5,290.13	5,551.87	5,832.67	6,130.80	6,758.27
	BW	2,441.60	2,562.40	2,692.00	2,829.60	3,119.20
	HR	30.52	32.03	33.65	35.37	38.99
GS6E	YR	68,099.20	71,531.20	75,150.40	78,936.00	87,172.80
	MO	5,674.93	5,960.93	6,262.53	6,578.00	7,264.40
	BW	2,619.20	2,751.20	2,890.40	3,036.00	3,352.80
	HR	32.74	34.39	36.13	37.95	41.91

a. Step 1 - Start
b. Step 2 - One year from anniversary date.
   If an employee successfully passes probationary period.
c. Step 3 - One year since last increase.
   If an employee is rated Below Expectations, the employee may not advance to Step 3 until performance is rated Meets Expectations or higher.
d. Step 4 - One year since last increase.
   If an employee is rated Below Expectations, the employee may not advance to Step 4 until performance is rated Meets Expectations or higher.
e. (if applicable) Step 5 - One year since last increase.
   An employee must achieve a Meets Expectations rating or better in all areas of responsibility before advancing to Step 5.

Employees whose competency level and/or performance are rated Below Expectations may not advance to the next step until their performance improves.

Passed by the City Council of the City of Richfield, Minnesota this 23rd day of January 2018.

Pat Elliott Mayor

ATTEST:

Elizabeth VanHoose City Clerk

(Revised 01-2018)

AGENDA SECTION: OTHER BUSINESS

AGENDA ITEM # 9.

STAFF REPORT NO. 24
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY: Elizabeth Finnegan, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
1/16/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
1/17/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of:

1. **Approval of the final plans and specifications for the 66th Street Streetscaping Project (CP41009); and**
2. **Authorizing staff to advertise for bids.**

EXECUTIVE SUMMARY:

Consistent with City Council direction, the Capital Improvement Plan, and the City's Comprehensive Plan, staff is working towards the reconstruction of 66th Street from Xerxes Avenue to 16th Avenue.

The City Council approved the Cooperative Agreement between the City of Richfield and Hennepin County at its June 14, 2016 meeting which included that the City would lead the design and construction of the 66th Street Streetscape Project. This project will complete the corridor's landscaping and street furnishings.

In addition to previous public involvement listed under Historical Context, a Open House in the spring of 2018 will kick-off the construction season. There will also be meetings with individual property owners impacted by the streetscape project. The streetscape elements will be completed by phases, one year after primary road reconstruction. All landscape work is expected to be completed by 2019.

RECOMMENDED ACTION:

By motion:

1. **Approve final plans and specifications for the 66th Street Landscaping Project (CP 41009); and**
2. **Authorize staff to advertise for bids.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 2012, the County was awarded a federal grant for the reconstruction of CSAH 53 (66th Street).
- Hennepin County staff designed the road project with City consultants providing the utility design.
- The City's role on the 66th Street project included leading the public input process.
- Approved Guiding Principles were developed to reflect the community's needs and values through a process with representatives from all of the City's commissions in 2012.

- Approved Visual Quality Guidelines were developed with a public process for the 66th Street corridor in 2014 to aid in the design of future streetscape and landscape projects.
- City Council approved the hiring of Bolton & Menk, Inc. for final design and coordination services of the 66th Street Streetscape Project on August 23, 2016.
- Public Input on the plan was received at the 66th Street Open House held March 15, 2017.
- A neighborhood meeting was held on December 6, 2016 with residents adjacent to review the buffering plans in the area where the homes were removed.
- Individual homeowner meetings were held to review the details of the buffer plans throughout 2017.
- Plans were presented to Council at a work session on March 28, 2017.
- Plans were presented to the Transportation Commission on June 7, 2017.

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

- The reconstruction of 66th Street is identified in the City's Comprehensive Plan (Ch. 6 - Transportation).
- The 66th Street Streetscape Project is consistent with the following documents:
  - Complete Streets Policy
  - Guiding Principles for Road Reconstruction Projects.
  - Visual Quality Guidelines
- Minnesota Statutes, Section 471.345, Subd. 3, states that if the contract is estimated to exceed $100,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality.

C. **CRITICAL TIMING ISSUES:**

- The acceptance of the plans and specifications and authorizing staff to advertise for bids will allow the streetscaping project to stay on schedule to begin in 2018.

D. **FINANCIAL IMPACT:**

- The estimate for the streetscaping work is $2,030,000.
  - $1,375,000 City Funds
  - $655,000 County Funds
- The total streetscaping budget for this project is $2,700,000.
  - $1,800,000 City Funds (Municipal State Aid)
  - $900,000 County Funds (County State Aid)

E. **LEGAL CONSIDERATION:**

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

	Description	Type
🗋	66th Street Landscaping Layout	Exhibit
🗋	Project Specs	Backup Material
🗋	Project Quantities	Backup Material

66th Street Streetscape — December 2016

66th Street Landscape Concept

December 2016 — 66th Street Streetscape

PLAN REVISIONS		
DATE	SHEET NUMBER	APPROVED BY

CITY OF RICHFIELD
PUBLIC WORKS DEPARTMENT

CONSTRUCTION PLAN FOR 66TH STREET STREETSCAPE PROJECT

S.A.P. 157-020-030

S.P. 157-020-030 LOCATED ON 66TH STREET (CSAH 53) BETWEEN XERXES AVE. S AND 16TH AVE. S (GEOGRAPHIC DESCRIPTION)

FROM APROX. 1320' N. OF CENTER OF SEC. 22 T107N R14W TO NE CORNER OF NW 1/4 SEC. 15 T107N R14W (LEGAL DESCRIPTION)

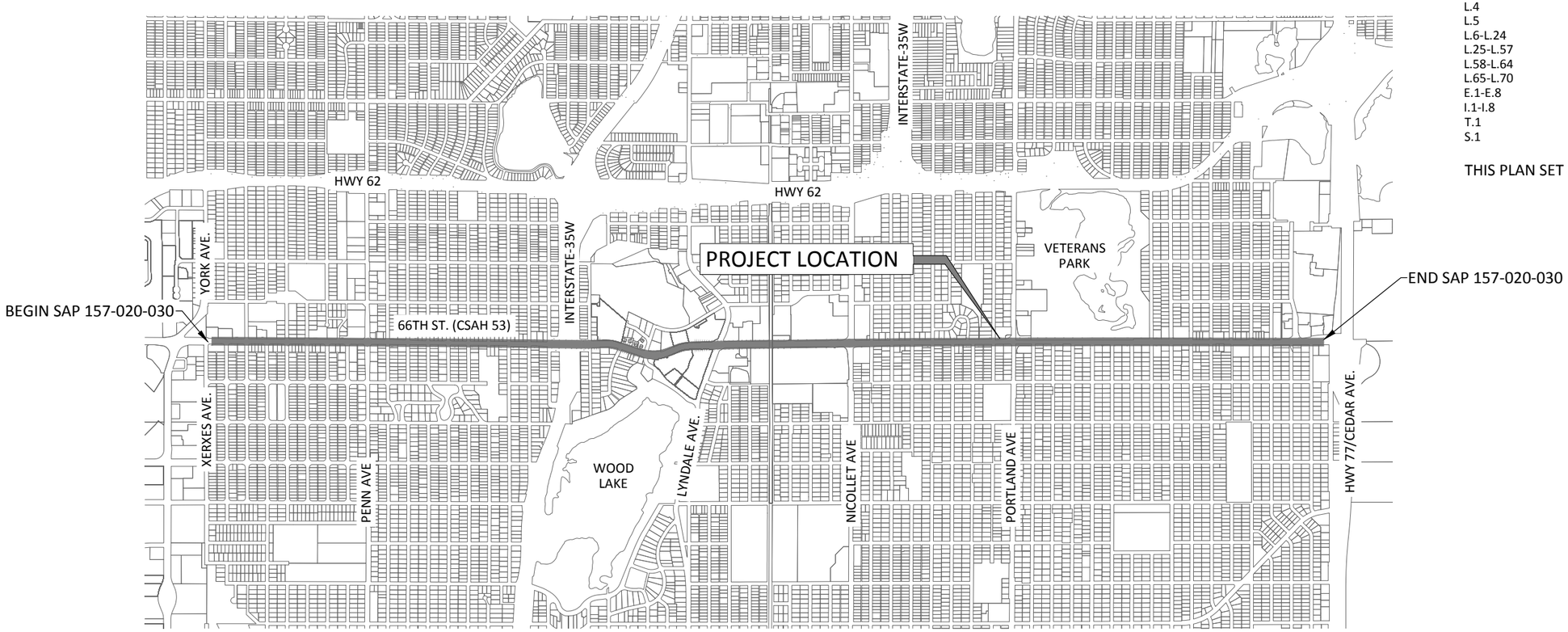
GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN TOGETHER WITH ALL SUPPLEMENTAL SPECIFICATIONS AND MNDOT TECHNICAL MEMORANDA IN FORCE 30 CALENDAR DAYS PRIOR TO THE DATE OF ADVERTISEMENT.

SHEET INDEX

SHEET NO.	GENERAL
L.1	TITLE SHEET
L.2	PHASING PLAN
L.3	ESTIMATED QUANTITIES
L.4	NOTES AND PLANT SCHEDULE
L.5	SHEET INDEX
L.6-L.24	LANDSCAPE PLAN
L.25-L.57	PLANTING DETAILS
L.58-L.64	MITIGATION PROPERTY DETAILS
L.65-L.70	LANDSCAPE DETAILS
E.1-E.8	SWPPP & EROSION CONTROL PLAN
I.1-I.8	IRRIGATION PLAN
T.1	STAGING & TRAFFIC CONTROL
S.1	SIGNAGE PLAN

THIS PLAN SET CONTAINS 88 SHEETS.



RESOURCE LIST

CITY OF RICHFIELD, MINNESOTA

Municipal Center
6700 Portland Avenue
Richfield, MN 55423
612-861-9700

City Manager:
Steve Devich

Mayor: Pat Elliot

City Council Members:
Michael Howard
Simon Trautmann
Edwina Garcia
Maria Regan Gonzalez

City Engineer:
Jeff Pearson, P.E.
1901 E 66th Street
Richfield, MN 55423
612-861-9792

Public Works Director:
Kristin Asher
612-861-9795

Project Landscape Architect:
Joel Odens P.L.A.
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

UTILITIES

CENTERPOINT ENERGY-GAS
Dean Nicholas
612-321-5561

CENTURY LINK-FIBER OPTIC
Rand Olson
612-861-8702

ARVIG-INTERNET/PHONE/CABLE
Pat Lynch
320-492-8763

AT&T-INTERNET/PHONE/CABLE
Steve Chepey
972-523-9415

COMCAST-INTERNET/PHONE/CABLE
Jason Overkamp
651-493-5304

ZAYO-INTERNET/FIBER OPTIC
Steve Senger
612-210-8036

XCEL ENERGY-ELECTRIC
Gregg Wenzel
952-380-2613

MAP OF THE
CITY OF RICHFIELD
HENNEPIN COUNTY, MN

0 1000 2000
SCALE FEET

N

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY
GOPHER STATE ONE CALL, 1-800-252-1166 OR
651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

LOCAL AGENCY SIGNATURES:

JOEL C. ODENS
I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Landscape Architect under the laws of the State of Minnesota.

Date: 1/16/2018 License number 44689

Recommended for Approval: Jeff Pearson, P.E. City of Richfield, City Engineer — Date:

Recommended for Approval: Jack Broz, P.E. City of Richfield, Transportation Engineer — Date:

Approved: Henepin County Engineer — Date:

STATE AID APPROVALS:

District State Aid Engineer:
Reviewed for Compliance with State-Aid Rules/Policy — Date:

State Aid Engineer: Approved for State Aid Funding — Date:

RECORD DRAWING INFORMATION
OBSERVER:
CONTRACTOR:
DATE:

BOLTON & MENK

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: Burnsville@bolton-menk.com
www.bolton-menk.com

CITY BID NO. 18-01
CITY CONTRACT NO. 2830
STATE PROJ. NO. S.P. 157-020-030

SHEET NO. L.1

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ESTIMATED QUANTITIES

ITEM					PHASE 1 (2018)						PHASE 2 (2019)						TOTAL
					CITY OF RICHFIELD S.A.P. 157-020-030		HENNEPIN COUNTY S.A.P. 157-020-030		NON-PART	2018 TOTAL QTY	CITY OF RICHFIELD S.A.P. 157-020-030		HENNEPIN COUNTY S.A.P. 157-020-030		NON-PART	2019 TOTAL QTY	
NO.	Mn/DOT Item	ITEM	NOTES	UNIT	ROADWAY	LSCP	ROADWAY	LSCP	QTY	QTY	ROADWAY	LSCP	ROADWAY	LSCP	QTY	QTY	QTY
1	2021.501	MOBILIZATION		LS	0.67		0.33			0.5	0.67		0.33			0.5	1
2	2101.507	CLEARING & GRUBBING		TREE	4		2			6							6
3	2104.501	REMOVE FENCE		LF	275		135			410							410
4	2105.501	COMMON EXCAVATION	(P) (EV)	CY	174					260						840	1100
5	2401.618	SPECIAL SURFACE FINISH - STAIN (EXISTING WOOD FENCE)		SF	804					1200							1200
6	2504.601	IRRIGATION SYSTEM		LS		0.67		0.33		0.5		0.67		0.33		0.5	1
7	2504.602	CONNECT TO EXISTING WATER SERVICE		EA		0.67		0.33		1		0.67		0.33		2	3
8	2504.602	CONNECT TO EXISTING WATERMAIN		EA		0.67		0.33		1		0.67		0.33		2	3
9	2540.602	WASTE RECEPTACLE		EA											18	18	18
10	2540.602	STONE BLOCK BENCH		EA											16	16	16
11	2557.602	PEDESTRIAN GATE DESIGN SPECIAL (48" WIDE CEDAR)		EA	0.67		0.33			9							9
12	2557.603	6' CEDAR FENCE SPECIAL		LF	0.67		0.33			1150							1150
13	2563.601	TRAFFIC CONTROL		LS	0.67		0.33			0.5						0.5	1
14	2564.536	SIGN PANEL TYPE SPECIAL (STREET SIGN)		EA		0.67		0.33		43		0.67		0.33		27	70
15	2571.501	CONIFEROUS TREE 6' HT. B&B		TREE		30		15		45		4		2		6	51
16	2571.502	DECIDUOUS TREE 2.5" CAL B&B		TREE		183		90		273		232		114		346	619
17	2571.502	DECIDUOUS TREE 1.5" CAL B&B (6'-8' HT.)		TREE		38		18		56		11		6		17	73
18	2571.504	CONIFEROUS SHRUB 2.5' SPREAD CONTAINER		TREE		36		17		53		5		2		7	60
19	2571.505	DECIDUOUS SHRUB NO 5 CONTAINER		SHRB		267		131		398		310		152		462	860
20	2571.507	ORNAMENTAL GRASS NO 1 CONTAINER		PLT		1179		580		1759		4905		2416		7321	9080
21	2571.507	PERENNIAL 1 GAL CONTAINER		PLT		4579		2256		6835		6950		3423		10373	17208
22	2573.530	INLET PROTECTION		EA		23		11		34		36		18		54	88
23	2573.533	SEDIMENT LOG (TYPE STRAW)		LF		3015		1485		4500		7544		3716		11260	15760
24	2575.513	MULCH MATERIAL TYPE 6		CY		298		147		445		442		218		660	1105
25	2575.608	SEED MIXTURE SPECIAL (includes fertilizer and hydraulic fiber)		SY		1005		495		1500		750		370		1120	2620

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BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: Burnsville@bolton-menk.com
www.bolton-menk.com

REV	ISSUED FOR	DATE

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

JOEL C. ODENS
LIC. NO. 44689 DATE 1-16-2018

DESIGNED JCO/JDN
DRAWN JDN
CHECKED JCO

CITY OF RICHFIELD
66TH STREET STREETSCAPE
ESTIMATED QUANTITIES

SHEET L.3

AGENDA SECTION: OTHER BUSINESS
AGENDA ITEM # 10.

STAFF REPORT NO. 25
CITY COUNCIL MEETING
1/23/2018

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 471.661, 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

AGENDA SECTION: OTHER BUSINESS

AGENDA ITEM # 11.

STAFF REPORT NO. 26
CITY COUNCIL MEETING
1/23/2018

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

AGENCY	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.	

AGENCY	2017 LIAISON	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: OTHER BUSINESS
AGENDA ITEM # 12.

STAFF REPORT NO. 27
CITY COUNCIL MEETING
1/23/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich
1/17/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich
1/17/2018

ITEM FOR COUNCIL CONSIDERATION:
Consideration of appointments to City advisory commissions.

EXECUTIVE SUMMARY:
Several terms of City advisory commission members expire on January 31, 2018. In addition, due to resignations there are mid-term vacancies that should be filled. Terms for advisory commissions are for three years and staggered.

The City Council directs the City Manager's office to conduct an annual recruitment seeking applicants to fill the vacancies. This recruitment includes an item in the *Richfield Sun-Current* and information on the City's website and social media platforms. Applicants were interviewed at two special City Council work sessions held on January 13 and January 20, 2018.

To ensure a quorum at future advisory commission meetings, the City Council should make advisory commission appointments at the January 23, 2018 City Council meeting.

RECOMMENDED ACTION:
By motion: Appoint persons to fill the expiring or vacant terms on City advisory commissions.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**
- This information is contained in the Executive Summary.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- City advisory commissions were established by City ordinance or resolution.

C. **CRITICAL TIMING ISSUES:**
- Several terms of City advisory commission members expire on January 31, 2018.
- To ensure a quorum at future advisory commission meetings, the City Council should make appointments at the January 23, 2018 City Council meeting.

D. **FINANCIAL IMPACT:**
- N/A

E. **LEGAL CONSIDERATION:**

- The January 13 and January 20, 2018 special City Council work sessions were posted in accordance with the open meeting law requirements.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
🗋	2018 Vacancy List	Backup Material

ADULT COMMISSION VACANCIES

		Term Expires
ADVISORY BOARD OF HEALTH		
		January 31, 2020
		January 31, 2020
		January 31, 2021
		January 31, 2021
		January 31, 2021
		January 31, 2021
ARTS COMMISSION		
		January 31, 2020
		January 31, 2021
		January 31, 2021
	Larry Nelson	January 31, 2021
CIVIL SERVICE COMMISSION		
		January 31, 2021
COMMUNITY SERVICES COMMISSION		
		January 31, 2019
		January 31, 2021
		January 31, 2021
		January 31, 2021
FRIENDSHIP CITY COMMISSION		
		January 31, 2021
		January 31, 2021
		January 31, 2021
HUMAN RIGHTS COMMISSION		
		January 31, 2019
		January 31, 2021
		January 31, 2021
		January 31, 2021
	Carrie Chillman	January 31, 2021

PLANNING COMMISSION

_____	January 31, 2021
_____	January 31, 2021
_____	January 31, 2021

TRANSPORTATION COMMISSION

_____	January 31, 2021
_____	January 31, 2021
Paul Chillman	January 31, 2021

YOUTH COMMISSION VACANCIES

		Term Expires
ARTS COMMISSION		
	_____	August 31, 2018
	_____	August 31, 2018
FRIENDSHIP CITY COMMISSION		
	_____	August 31, 2018
	_____	August 31, 2018
TRANSPORTATION COMMISSION		
	_____	August 31, 2018