



**SPECIAL CITY COUNCIL WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
JUNE 12, 2018
6:00 PM**

Call to order

1. Solar projects update
2. Mixed-use development proposal for 101 66th Street East (66th Street & 1st Avenue)

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

June 7, 2018

Council Memorandum No. 39

The Honorable Mayor
and
Members of the City Council

Subject: Solar Projects Update - June 12, 2018, City Council Work Session

Council Members:

At the upcoming City Council work session, staff will discuss the following regarding city solar projects:

- Brief process overview
- The agreement process
- The locations:
 - Public Works Building
 - Veteran's Park Pavilion
 - Three liquor stores (not Shoppes at Lyndale)
 - Fire Station 2
 - Ice Arena
 - Pool

This work session is an update from the November 14, 2018, work session.

Please contact Kristin Asher, Director of Public Works, at 612-861-9795 with questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:tab

Email: Assistant City Manager
Department Directors

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

June 7, 2018

Council Memorandum No. 40

The Honorable Mayor
and
Members of the City Council

Subject: Mixed-use Development Proposal – 101 66th Street E (66th Street & 1st Avenue)

Council Members:

On June 12, 2018 at 6:20 p.m., Paul Lynch of PLH & Associates will present an update on the proposal for a mixed-use development at 66th Street and 1st Avenue (former Southview Baptist property).

The developer shared plans with the surrounding neighborhood at open house meetings on April 19 and May 14. At its May 22 meeting, the City Council voted to amend the Comprehensive Plan designation for this site to 'Mixed Use'. After hearing public testimony at its meetings on April 22 and May 29, the Planning Commission voted to recommend approval of rezoning the property and recommended approval of the proposed development, with additional stipulations related to additional landscaping and parking lot screening along the south and east edges of the property. The City Council will consider a first reading of rezoning the property at the June 12 Council meeting. At the June 26 meeting, the Council will consider a second reading of rezoning and the final development plans.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:mrh
Attachment
Email: Assistant City Manager
Department Directors

June 6, 2018

Matt Brillhart
Associate Planner
Community Development Department
City of Richfield
6700 Portland Avenue South
Richfield, MN 55423

**RE: Summary of Resident Comments for Proposed PLH Mixed-Use Development
6605 1st Avenue, Richfield, Minnesota**

Matt,

On behalf of PLH & Associates, LLC, we have prepared the following letter to provide a summary of the comments received from the surrounding property owners/residents to date, along with formal responses to each of these comments. Note that any repeat comments were only reiterated and responded to once as part of this summary.

Open House (April 19, 2018)

1. The neighborhood would like a smaller development that fits with the residential character of the neighborhood, such as 2 story townhouses with walk up entries - this would mitigate the negative impacts to the single family neighborhood of traffic noise and safety issues, parking issues, privacy concerns, general noise, concerns about mechanicals, etc. More green space and mature trees. A building and parking areas that do not require variances to the current city zoning code.

Response: The project being proposed is a 3-story mixed-use building with underground parking. This project is following the guidance of the city's comprehensive plan as well as historical development patterns along 66th Street. The small market study has identified that this area is in need of multi-family residential and could support small scale commercial. Other options for this site have been explored, as requested, but it has been determined that due to the price of the land and current construction costs that a building of this scale would be needed in order to be economically feasible.

2. Neighbors would prefer a residential-only option vs mixed-use.

Response: A residential-only option has been explored but it was determined that commercial space would be needed in order to make this project economically feasible.

3. Special consideration must be given to the needs of neighbors immediately adjacent to the property, in order to preserve their well-being and the value of their properties.

Response: These special considerations have been recognized and we have made modifications to the site to address these items. Some of the changes include additional landscaping, adding earth berms, and restricting the access onto Stevens. Special considerations will continue to be addressed as they are brought to attention in order to minimize the impact to the neighboring properties.

4. No restaurants or high traffic volume businesses.

Response: The City has put a restriction on the amount of commercial space that can be used for restaurant area. It is not anticipated that a restaurant style business will become a tenant but if something like a small scale coffee shop were to become a tenant it could be a benefit to both the neighboring residents and the building residents.

5. More mechanical specs available in design specs. First floor mechanical room to ensure enough space for equipment and get back additional parking spots.

Response: The mechanical areas shown in the current design are a place holder until the actual mechanical system is designed. The area shown is conservative to ensure adequate space for the mechanical system, but is likely not all needed. The actual design of the system will not take place until this project is further along in the City's review and approvals process as typical with most commercial projects. Any unused mechanical space will be utilized for additional parking if possible.

6. No protruding balconies – Juliet style balconies.

Response: The apartment units are designed and sized to best attract potential tenants which a Juliet style balcony would impede upon. A protruding balcony has been identified as a high priority for tenants and therefore it is important to this project that they remain.

7. Appropriate and appealing barrier to neighborhood.

Response: Many site modifications have been made to provide an appropriate and appealing barrier to the neighborhood. The combination of the dense landscaping and earth berm in addition to the existing fence and Arborvitaes should meet and hopefully exceed these expectations.

8. Provisions for snow removal.

Response: The site has been modified to create a space for snow storage within the property. The changes consisted of removing the above ground basin, adding drive-over curb, modifying landscaping and adding additional storm sewer infrastructure for drainage.

9. Wrap lower parking lot to exit into parking from underground.

Response: The initial conceptual design of this site had the underground parking connecting into the above ground lot instead of onto Stevens. Once the survey of the site was completed and the detailed design was underway it was determined that this connection was not feasible due to the change in elevation. Placing the underground access into the above ground lot would have also caused the loss of at least two parking stalls which was not desirable.

10. Break away barriers on Stevens exit.

Response: It is more desirable for residents and customers to have a parking lot that provides through access. In order to attract commercial and residential tenants it has been determined that keeping both access open is of high importance to this project.

11. Underground parking exit set back from 66th.

Response: The original access location was acceptable by city requirements. In order to lessen this concern the access was made narrower and was shifted farther back from 66th Street.

12. Revised plans showing items that we have been told are being included but never seen in documentation, including traffic control signage, “porkchop” cut out, security plans, and tenant guidelines.

Response: The plans showing all current proposed conditions are now included. The traffic control signage has been added. The Stevens Ave exit has been modified to no longer allow right turn exits. Comments have been

received from residents who want this restricted further, and comments have been received from residents who do not want right turn exits removed from this access. At this point the access is proposed as a right-in, left-in, left-out access. Further modifying the curb would only remove left-in access which has not been identified as an area of concern.

Planning Commission (April 23, 2018)

1. Overflow parking in front of their yard.

Response: It is not intended for parking to take place on Stevens Ave. Parked cars can be removed from Stevens Ave, if that is the direction the City wants to take with residents that do not follow the City's ordinances as it relates to this issue.

2. Garbage concerns – trash in neighborhood.

Response: The site will be managed to maintain cleanliness and ensure the site is presentable. Policies will be enforced on tenants regarding trash and keeping the site presentable. City Code requires trash containers to be fully enclosed as currently shown with this project.

3. Light into house.

Response: Landscaping and earth berms have been added to prevent this. A site study has been completed as well for exiting out onto Stevens for residence across the street.

4. Balconies – noise/parties/looking into houses.

Response: There will be policies in place to keep residents from creating disturbances while using their patios.

5. Ice & snow on 66th Street.

Response: The sidewalks on the PLH property will be maintained appropriately. It is in the best interest of the property owner to do so as to avoid any liability and potential insurance claims. The walks along 66th street will be maintained by Hennepin County.

6. Concerns with children / renter will not be invested in the neighborhood.

Response: The intent will be for the residents to be respectful of the neighborhood and policies will be in place to facilitate this.

7. Handicap stalls – only two.

Response: There are three handicap stalls being provided. Two stalls are proposed aboveground and one below ground. The amount of handicap stalls being provided meets state requirements.

8. Building height/shade one lane of 66th.

Response: The height currently proposed is consistent with other buildings along 66th Street.

9. Sidewalk/building without buffer.

Response: The 66th street project is intended to create better pedestrian connectivity. Locating the building close to 66th street is intended to further the pedestrian connectivity which is the direction that was provided early on by the city. The zoning for this property requires buildings to be within 15 ft of the property line which the proposed building is.

10. Stop sign – approach site lines.

Response: The building and site elements do not encroach within the required site triangles. The access to the underground parking has been shifted farther away from 66th Street to help alleviate this concern.

11. Trash issues with going down in ramp (taking parking stalls).

Response: Different trash options are continuing to be investigated. At this time the trash enclosure is proposed as shown. If a more appropriate option is determined then the project will be modified as applicable.

12. Drainage off of lot onto City.

Response: A large underground stormwater system is being provided that exceeds city requirements for stormwater retention and treatment. Additional stormwater infrastructure has been added to capture stormwater prior to it exiting the property.

13. Bike to work / danger with driveway.

Response: Sidewalk connections have been added to improve pedestrian/biker safety as no sidewalks are currently in place along Stevens or 1st Ave.

14. Heating/cooling – where does it go?

Response: The apartments will have individual units within each apartment. The commercial space utilities will be located on the west end of the building within the screened in area.

15. Balcony – BBQ grilles / cigarette smokers.

Response: Policies will be put in place that details what will be allowed on balconies that will also meet city ordinances.

16. Green space.

Response: The project will consist of 73% impervious area which is somewhat less than a typical multi-use project. This amount of impervious is allowable per City code. It should be noted that the existing site consists of 0.48 acres of impervious area, and this project will only add 0.26 acres to that amount. Furthermore, additional landscaping has been added to help offset the amount of impervious area on site.

Second Open House (May 14, 2018)

1. Downsize building – land cost/construction costs.

Response: Refer to Item 1 response on page 1.

2. Apartment 3rd level.

Response: Refer to Item 1 response on page 1.

3. Doors slamming all hours of night.

Response: Policies will be put in place to prevent this.

4. Commercial shops – delivery (service type).

Response: This will have to be worked through as potential users come into the project. Putting blanket restrictions in place now could negatively impact potential users. Policies will be implemented to limit impact to neighborhood residents as well as building residents.

5. Remove commercial / can it be all residential?

Response: Refer to Item 1 response on page 1.

6. Cut through from 1st to Stevens.

Response: Cut through from 1st to Stevens would have a negative impact on the residents and commercial customers as well. If this becomes an issue, measures such as speed bumps can be added to prevent this.

7. Residential “look”.

Response: The building will be constructed of high quality and attractive materials while remaining economically feasible. Some of the input provided, such as a “New York Brownstone”, would not be economically feasible.

8. Worried about traffic crossing 66th & driving north on Stevens. Worried about traffic crossing 66th & dangerous intersection on 66th.

Response: This project should not impact the amount of cars crossing 66th and driving on Stevens headed north. The majority of commuters should be traveling on 66th Street and Nicollet Avenue.

Planning Commission (May 29, 2018)

1. Can Stevens “dead end” between project site and residential neighborhood?

Response: This change would need to be proposed by the residents in cooperation with the city.

2. Headlights into neighbor’s yard across Stevens.

Response: Additional landscaping will be added. Discussions with the property owner’s about planting landscaping in residents yard will be had.

3. Can a rock gabion wall be installed on south property line?

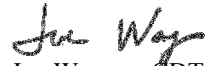
Response: This option has been investigated. These style of walls would add a significant additional cost and it has been discussed that not all neighborhood residents prefer this style of screening.

4. Thinks this response letter was not accommodating/snarky.

Response: The intent of this memo is to keep track of neighborhood concerns and questions as they are received and provide a response to each item. It was brought to attention that the residents felt that they were not receiving any straight answers and that they were not sure what exactly was being proposed. The responses in this memo were initially written to be direct and remove any uncertainty as to what was being proposed. This was received poorly and subsequently the responses have been rewritten to provide better explanation as to the reasoning behind each response.

Feel welcome to contact us at 952.426.0699 with any questions regarding the received comments or the proposed development.

Sincerely,



Joe Wagner, CDT
Project Manager, Construction Administrator



Ryan Anderson
Graduate Engineer



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JUNE 12, 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 joint City Council and HRA work session of May 21, 2018; (2) Special City Council work session of May 22, 2018; (3) Special City Council work session of May 22, 2018; and (4) Regular City Council meeting of May 22, 2018.

PRESENTATIONS

1. Gene & Mary Jacobsen Citizen of the Year for 2018 Award
2. Human Rights Commission 2017 Year in Review

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 Community Celebration Event license (with a request for the fee to be waived) and a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee for events scheduled at Veterans Memorial Park, July 3 - 4, 2018.

Staff Report No. 93
 - B. Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for activities scheduled to take place July 4, 2018, for the Minneapolis-Richfield American Legion Post #435, located at 6501 Portland Avenue South.

Staff Report No. 94

- C. Consideration of the approval of a bid tabulation and award of contract to Corrective Asphalt Materials, LLC for the 2018 Maltene Pavement Rejuvenation Project in the amount \$486,200, and authorize the City Manager to approve contract changes under \$100,000 without further City Council consideration.

Staff Report No. 95

- D. Consideration of the adoption of a resolution authorizing the 69th Street West Pedestrian Improvements Project application submission for Federal Surface Transportation Program (STP) funds under the Metropolitan Council's Regional Solicitation process.

Staff Report No. 96

- E. Consideration of the approval of an Amendment of Commercial Lease with the Minnesota Department of Transportation and Amendment of License Agreement with Transmission Shop, Inc. for the parking lot at Cedar Avenue and Diagonal Boulevard and authorize the City Manager and Mayor to execute any renewals of the Amendment of Commercial Lease and Amendment to License Agreement after June 30, 2020, without further Council consideration.

Staff Report No. 97

- F. Consideration of the adoption of a resolution supporting a Livable Communities Demonstration Act grant application to the Metropolitan Council for the Cedar Point II housing project.

Staff Report No. 98

- G. Consideration of the approval of a first reading of an ordinance rezoning 6328 Aldrich Avenue from Single-family Residential to Planned Mixed Use, related to a proposal for the former Lyndale Garden Center property.

Staff Report No. 99

- H. Consideration of the approval of the lease agreement between the City of Richfield and ETS Elite South Central, LLC for use of the space formerly occupied by Hat Trick Hockey to conduct physical training programs.

Staff Report No. 100

- I. Consideration of the adoption of a resolution appointing Whitney Bain and Kristen Lindquist to the Board of Directors of the Richfield Tourism Promotion Board, Inc.

Staff Report No. 101

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

PUBLIC HEARINGS

- 7. Public hearing and consideration of the adoption of a resolution providing host approval for the issuance of tax-exempt revenue bonds by the City of Bethel for the benefit of Partnership Academy.

Staff Report No. 102

PROPOSED ORDINANCES

- 8. Consideration of the first reading of an ordinance rezoning property at 101 66th Street East (66th Street and 1st Avenue) from Single-family residential to Planned Mixed Use.

Staff Report No. 103

- 9. Consideration of the second reading of an ordinance amending the tobacco ordinance to include increasing the minimum legal age to purchase tobacco products and tobacco related devices from eighteen (18) to twenty-one (21) years of age and updating several sections to include new and updated definitions and adopt a resolution for summary publication of the Ordinance.

Staff Report No. 104

OTHER BUSINESS

- 10. Consideration of approval of the preliminary design layout of Lyndale Avenue Reconstruction Plan from 66th Street to 76th Street as recommended by the Transportation Commission.

Staff Report No. 105

CITY MANAGER'S REPORT

11. City Manager's Report
 - Discuss cancellation of 2nd City Council meeting in August (August 28)

CLAIMS AND PAYROLLS

12. Claims and Payrolls

Open forum (15 minutes maximum)

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

13. Adjournment

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



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special Joint City Council and Housing and Redevelopment Authority Work Session

May 21, 2018

CALL TO ORDER

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

Council Members Present: Michael Howard; Maria Regan Gonzalez; and Simon Trautmann

Council Members Absent: Pat Elliot; Mayor; Edwina Garcia

HRA Members Present: Mary Supple, Chair; Michael Howard, Sue Sandahl.

HRA Members Absent: Erin Vrieze Daniels and Pat Elliot.

Staff Present: John Stark, Community Development Director; Julie Urban, Housing Manager; Steve Devich, City Manager

Item #1	NOAH UPDATE
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Community Development Director Stark and Housing Manager Urban presented on tools and strategies for preserving and strengthening the City's naturally occurring affordable rental housing.

In response to Director Stark's request that they prioritize the tools and strategies, Council Member Howard suggested staff work on items that can be moved forward sooner. He recommended prioritizing the identification of buildings at risk and tenant protection measures, including a 90-day tenant protection ordinance and an inclusionary housing policy ordinance.

HRA Chair Supple added that we should move on a fair housing ordinance or policy so we don't lose out on financial opportunities.

Council Member Trautmann suggested we also study the 4-D tax break and use it as leverage to improve the quality of our apartments. He also encouraged renters to apply for City Commissions.

Council Member Regan Gonzalez added that we should partner with schools as we work to identify at-risk buildings and that we should do further study on just cause mass non-renewal.

Chair Supple invited members of the public to speak:

Lee, renter, stated that there is a need in the community for accessible units with zero-threshold showers.

Donna Paulson, Richfield Towers, expressed concern that there have been multiple police calls to the building and felons living there.

Dave Snyder, 70th and Harriet, encouraged the Council to adopt tools and strategies to prevent displacement of tenants.

Santos, Season's Park, stated that he has lived at this complex for many years and that there have been multiple owners. Aeon now owns it, and he hopes that they will make improvements.

Alan Lundberg, renter, stated that providing 90 days' notice to vacate is better.

Jay Tindell, Richfield Towers, stated that there are drugs, alcohol, crime and gangs in the apartment building.

Ben Whalen, renter, expressed support for valuing renters, and he pointed out that concessions were made to landlords and that tools were taken off the table because of landlords.

ADJOURNMENT

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

Date Approved: June 12, 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

May 22, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 6:15 p.m. in the Fred Babcock Room.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

Item #1	DISCUSSION REGARDING APPOINTMENT TO THE COMMUNITY SERVICES COMMISSION
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Council Member reviewed the application materials and discussed the applicants to fill the vacancy on the Community Services Commission.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:27 p.m.

Date Approved: June 12, 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

May 22, 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.

Staff Present: Steven L. Devich, City Manager; Chris Regis, Finance Manager; and Jared Voto, Executive Aide/Analyst.

Item #1	KEY FINANCIAL STRATEGIES
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Finance Manager Regis gave an overview of the Financial Management Plan and Capital Financing Plan documents. He went into detail on Local Government Aid (LGA) as it relates to the operating levy.

City Manager Devich discussed the operating revenues and expenditures and stated the assumption for 2019 is status quo; not adding any new services. He also discussed the potential increase in 2019 and 2020 due to increase debt/special levy.

Mayor and Council members asked questions and discussed topics such as the increase in commercial tax base as projects are completed and the risks of delaying some of the projects being bonded.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:56 p.m.

Date Approved: June 12, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

May 22, 2018

CALL TO ORDER

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

Council Members 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; John Stark, Community Development Director; Jay Henthorne, Chief of Police; Jim Topitzhofer, Recreation Services Director; Chris Regis, Finance Manager; Melissa Poehlman, Planning & Redevelopment Manager/Assistant Community Development Director; Jennifer Anderson, Support Services Manager; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Howard, S/Trautmann to approve the minutes of the Regular City Council meeting of May 8, 2018

Motion carried 5-0.

Item #1

THREE RIVERS PARK DISTRICT UPDATE BY CHAIR AND DISTRICT 4 REPRESENTATIVE JOHN GUNYOU

John Gunyou, Chair and District 4 Representative of the Three Rivers Park District, presented about the District's mission, role in the region, environmental stewardship, highlights of the District, Mississippi Gateway Regional Park, park partnerships including accessible kayaking and fishing improvements at Taft Park, Nine Mile Creek Trail, trail partnerships including Nokomis-Minnesota

River trail connection along 70th Street, and improvements to community engagement in center cities like Richfield. John Gibbs, District 5 Representative of the Three Rivers Park District was also in attendance.

Council Members thanked Chair Gunyou and Representative Gibbs for all the work that Three Rivers Park District does in the city.

Item #2	PRESENTATION OF 2017 FOOD SAFETY AWARDS
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Council Member Regan Gonzalez introduced the Chair and Vice Chair of the Advisory Board of Health.

Kristine Klos, Chair of the Advisory Board of Health, and Taylor Croissant, Vice Chair, presented the 2017 Food Safety Award. Cadao Express, 6637 Penn Avenue S, was awarded the 2017 Food Safety Award for full service restaurants and Taco Bell, 7740 2nd Avenue S, was awarded the 2017 Food Safety Award for fast food/pizza carry out/limited service restaurants.

Council Member Regan Gonzalez thanked the Advisory Board of Health members and leadership for the work they do in the community.

Item #3	RECEIPT OF THE CITY OF RICHFIELD COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED DECEMBER 31, 2017. (S.R. NO. 84)
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Mayor Elliot presented Staff Report No. 84.

Caroline Stutsman, CPA, BerganKDV, presented information on the audit for fiscal year ended December 31, 2017, and highlights from the Richfield Comprehensive Annual Financial Report (CAFR) for the same fiscal year.

Council Members thanked Ms. Stutsman for the presentation and thanked staff for their work to keep the City in good financial condition.

m/Trautmann, s/Garcia to approve accept the Comprehensive Annual Financial Report of the City for the year ended December 31, 2017.

Motion carried 5-0.

Item #4	COUNCIL DISCUSSION <ul style="list-style-type: none">Hats Off to Hometown Hits
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Council Member Garcia spoke regarding an event at Assumption Church on Memorial Day celebrating 75 military veterans in their cemetery; on June 2-16 the Bloomington Police Department will be holding a book sale (called "Book'em") with the proceeds funding children's programs; on Thursday, June 7 at 7 p.m. in Augsburg Park is the beginning of music in the park, there will also be yoga in the park from 6 to 6:45 p.m.; on Tuesday, June 12 at noon the Minnesota Zoo Mobile in Augsburg Park.

Council Member Trautmann spoke regarding the Memorial Day service at Veterans Park on May 28 at 2 p.m. and invited everyone to attend; also, the Richfield outdoor pool opens June 8 and passes are available to purchase.

Mayor Elliott spoke regarding the Memorial Day service at Veterans Park and the event honoring Lt. Charles Turner, a Richfield native and first reported Minnesota casualty in the Gulf War Operation Desert Storm; also, he attended the grand opening at Village Shores (66th and Lyndale) on May 21, the developer and owner of the facility put \$22 million into the facility.

Council Member Howard spoke regarding the work session held on May 21 regarding the City's strategies for naturally-occurring affordable housing in the community.

Council Member Regan Gonzalez spoke regarding the Advisory Board of Health's meeting on May 21 had a presentation from Bloomington Public Health on the impact and connection between health and housing; Unity in the Community on May 24 from 5 to 7:30 p.m. in Veterans Park; the Nine Mile Creek Regional Trail grand opening on Sunday, June 3 from 10 a.m. to 2 p.m.; and entertainment in the park in Augsburg Park on Thursday nights at 7 p.m. and live children's shows on Tuesdays at noon.

Item #5	APPROVAL OF THE AGENDA
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M/Elliott, S/Howard to approve the agenda.

Motion carried 5-0.

Item #6	CONSENT CALENDAR
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City Manager Devich presented the consent calendar.

- A. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their Holy Angels Rock the Lawn event taking place Friday, June 22, 2018. (S.R. No. 85)
- B. Consideration of the approval of a resolution authorizing the City to affirm the monetary limits on statutory municipality tort liability. (S.R. No. 86)

RESOLUTION NO. 11501
RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS
ESTABLISHED BY MINNESOTA STATUTES 466.04

This resolution appears as Resolution No. 11501.

- C. Consideration of the adoption of a resolution authorizing the City Manager to enter into agreements related to the Minnesota Department of Transportation's Landscape Partnership Program (S.R. No. 87)

RESOLUTION NO. 11502
RESOLUTION AUTHORIZING APPLICATION AND PRIMARY
CONTACT PERSONS FOR MNDOT LANDSCAPE PARTNERSHIP
APPLICATION

This resolution appears as Resolution No. 11502.

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

Motion carried 5-0.

Item #7	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #8	CONSIDERATION OF THE APPROVAL OF A RESOLUTION AMENDING THE COMPREHENSIVE PLAN DESIGNATION OF A PROPERTY ON 66TH STREET, BETWEEN 1ST AND STEVENS AVENUES (101 66TH STREET EAST). (S.R. NO. 88)
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Mayor Elliott presented Staff Report No. 88.

Assistant Community Development Director Poehlman stated that approval of the comprehensive plan amendment does not obligate the Council to approve the development proposal for this area that will likely be considered next month. They are separate actions that need to be approved in this order.

Mayor Elliott invited a neighborhood spokesperson to address the Council.

Julie Lapensky, address not given, speaking for the neighborhood, spoke regarding the neighborhood's position that an amendment to the comprehensive plan to designate this area as mixed use should be denied and provided the neighborhood's reasoning for requesting the denial.

Mayor Elliott read the recommended action and historical context from the staff report. He discussed the work of citizens in updating the comprehensive plan and that the comprehensive plan amendment does not obligate the City to approve the current development proposal. He also discussed the work of the comprehensive plan advisory committee in finding this area should be mixed use and stated he planned to move to approve the comprehensive plan amendment as it ratified the work of the committee.

Council Member Regan Gonzalez thanked the neighborhood for their comments and agreed with Mayor Elliott's comments. She stated she was not in support of the current development proposal, based on the building scale and fit in the community; however, that is not the issue before them tonight. She stated she believe the area was included in the small area study.

Assistant Community Development Director Poehlman confirmed the site was included in the small area plan of the 66th and Nicollet area.

Council Member Regan Gonzalez explained that she believes mixed-use is the best designation for the area. She also stated the importance of the Council, community, and developer to work together to make sure the specific proposal is a better fit to the community and residents.

Council Member Garcia stated she watched the Planning Commission, attended the two open houses, and visited with the neighbors. She stated when she was asked if she wanted to live in the

neighborhood she said “no”. She echoed the statements made by Mayor Elliott and Council Member Regan Gonzalez. She agreed the neighbors have legitimate concerns and the challenges this development brings. She discussed the proposed project and was not sure it was the right density based on the size of the lot and the proposed commercial and residential. She also discussed the proposal of a restaurant in the commercial space and didn’t believe there was adequate parking. She mentioned the lack of green space on the project site as well. Lastly, she asked questions of the developer that needed to be answered related to the proposed development before it comes to the Council for consideration.

Council Member Howard thanked the neighborhood for their comments and discussed the item for consideration is amending the comprehensive plan. He discussed that the comprehensive plan is for the long-term vision and direction of the city and needs to be forward-looking. He stated he believed this site makes sense for mixed-use, based on the community feedback and reconstruction of 66th Street and opportunities across the entire corridor to develop. He commented there are very few areas in the city for opportunities for development and welcome new Richfield residents into the community. He stated this site as mixed-use is the most realistic and makes the most sense long-term and forward-looking. He stated the specific development is a separate discussion but thanked the neighborhood for their comments and believed the developer is sincere in working with the neighbors to incorporate feedback.

Council Member Trautmann thanked the residents for all their comments. He stated change is hard, and that he grew up on a street that had a lot of traffic and still had community in their neighborhood. He stated he agreed that mixed-use was the right use for the site.

Council Member Regan Gonzalez stated that we are a small community and there are limited areas for redevelopment and areas to expand our tax base. She also outlined changes made by the Community Development staff to be more proactive in community outreach.

Council Member Trautmann thanked Council Member Regan Gonzalez for mentioning the changes and commented on the communication efforts.

M/Elliott, S/Howard to approve a resolution amending the Comprehensive Plan designation of 101 66th Street East from Quasi-Public and Low Density Residential to Mixed Use.

RESOLUTION NO. 11503
RESOLUTION AMENDING THE CITY’S COMPREHENSIVE PLAN
CHANGING THE DESIGNATION OF 101 66TH STREET EAST TO
“MIXED USE”

Motion carried 5-0. This resolution appears as Resolution No. 11503.

Item #9	PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF NEW ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR LOS SANCHEZ TAQUERIA #2, LLC D/B/A LOS SANCHEZ TAQUERIA LOCATED AT 2 WEST 66TH STREET. (S.R. NO. 89)
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Council Member Garcia presented Staff Report No. 89 and opened the public hearing.

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

Motion carried 5-0.

M/Garcia, S/Elliott to approve the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor license for Los Sanchez Taqueria #2, LLC d/b/a Los Sanchez Taqueria located at 2 West 66th Street.

Motion carried 5-0.

Item #10	CONSIDERATION OF THE APPROVAL OF THE FIRST READING OF AN ORDINANCE AMENDING THE TOBACCO ORDINANCE TO INCLUDE INCREASING THE MINIMUM LEGAL AGE TO PURCHASE TOBACCO PRODUCTS AND TOBACCO RELATED DEVICES FROM EIGHTEEN (18) TO TWENTY-ONE (21) YEARS OF AGE AND UPDATING SEVERAL SECTIONS TO INCLUDE NEW AND UPDATED DEFINITIONS. (S.R. NO. 90)
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Council Member Regan Gonzalez presented Staff Report No. 90.

Support Services Manager Anderson provided additional background on the ordinance amendment.

Council Member Trautmann discussed he would support the Tobacco 21 in general, but would like to remove the vaping and vaping community from the age limit in the ordinance. He stated he's looked at a lot of studies and there is a difference between vaping and smoking. He stated his brother vapes and quit smoking because of it; the vaping community is a cessationist community. He would support the ban but asked that vaping be distinguished from cigarettes and other tobacco products.

Mayor Elliott seconded Council Member Trautmann's amendment and stated he received a lot of information on vaping, from both sides, but it was mostly anecdotal on the opposition of vaping and it was medical studies in favor of vaping.

Council Member Howard spoke against the proposed amendment and thought it was confusing the issue. He stated Tobacco 21 is about access to tobacco products. He stated the studies show that if people have access to tobacco products very early they are more likely to carry that addiction forward. He stated studies show that moving the age from 18 to 21 reduce the access for 12, 13, 14 year olds. He stated he thinks vaping should be included.

Council Member Regan Gonzalez spoke against the proposed amendment. She stated it is about access to nicotine products, which includes vaping products. She stated it is not a discussion about using vaping as a cessation product or stigmatizing smokers or the vaping community. She stated this is about access for our youth to nicotine.

M/Trautmann, S/Elliott to amend the proposed ordinance to remove the vaping and vaping community from the age limit in the ordinance.

Motion denied 2-3 (Council Members Garcia, Howard, and Regan Gonzalez voting against).

Mayor Elliott discussed his concerns for voting for this and putting arbitrary age limits on the use of legal products. He stated he was going to vote for the ordinance, but does not like the way we are doing it.

Council Member Garcia discussed the Minnesota legislature failing to pass a bill to not use cell phones while driving, people wanting gun control legislation, and stated anything that saves lives or that promotes good health is acceptable.

Council Member Trautmann stated he thinks this measure will bring health and save lives, but is not persuaded on the vaping component. He will support the ordinance and thanked everyone who came out.

Council Member Regan Gonzalez stated that tobacco remains to be the number one cause of preventable death and disease, and in Minnesota the number of 9th and 11th graders using e-cigarettes and vaping is over twice the rate of regular cigarettes. She stated this is about keeping nicotine out of the hands of our children. Lastly, she thanked the community members of the audience here in support of the ordinance amendment.

M/Regan Gonzalez, S/Howard to approve the first reading of an ordinance amending the tobacco ordinance to include increasing the minimum legal age to purchase tobacco products and tobacco-related devices from 18 to 21 and schedule the second reading of the ordinance for June 12, 2018.

Motion carried 5-0.

Item #11	CONSIDERATION OF THE APPROVAL OF AN ORDINANCE AMENDING SIGN REGULATIONS AND A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE. (S.R. NO. 91)
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Council Member Howard presented Staff Report No. 91.

M/Howard, S/Regan Gonzalez to approve an ordinance amending sign regulations and approve a resolution authorizing summary publication of said ordinance.

RESOLUTION NO. 11504
RESOLUTION APPROVING SUMMARY PUBLICATION OF AN
ORDINANCE TO UPDATE SIGN REGULATIONS

Motion carried 5-0. This resolution appears as Resolution No. 11504.

Item #12	CONSIDERATION OF THE APPOINTMENT OF AN ADULT MEMBER TO THE COMMUNITY SERVICES COMMISSION WITH A TERM EXPIRING JANUARY 31, 2021. (S.R. NO. 92)
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Council Member Garcia presented Staff Report No. 92.

M/Garcia, S/Elliott to appoint Ronald Macklem to the Community Services Commission with a term expiring January 31, 2021.

Motion carried 5-0.

Item #13	SUMMARY REVIEW OF THE CITY MANAGER'S ANNUAL PERFORMANCE EVALUATION FOR 2017, HELD ON MAY 8, 2018, AS REQUIRED BY MINN. STATUTES 13D.05 SUBD. 3(A).
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Mayor Elliott provided a summary of the City Manager's annual performance evaluation for 2017.

Item #14	CITY MANAGER'S REPORT
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City Manager Devich thanked the City Council and their support of the City staff. He also discussed the work of the Three Rivers Park District and their work with the City and the good relationship they have with staff.

Item #15	CLAIMS AND PAYROLLS
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

U.S. Bank	05/22/18
A/P Checks: 268017 - 268403	\$ 1,358,998.58
Payroll: 136417 - 136728; 42797	654,802.38
TOTAL	\$ 2,013,800.96

Motion carried 5-0.

OPEN FORUM

None.

Item #16	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:52 p.m.

Date Approved: June 12, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



STAFF REPORT NO. 93
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
5/30/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Community Celebration Event license (with a request for the fee to be waived) and a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee for events scheduled at Veterans Memorial Park, July 3 - 4, 2018.

EXECUTIVE SUMMARY:

On May 23, 2018, the City received applications for a Community Celebration Event license (with a request for the fee to be waived) and a Temporary On-Sale Intoxicating Liquor license from the Fourth of July Committee. The events are scheduled to take place at Veterans Memorial Park, July 3 - 4, 2018. The fee for the Temporary On-Sale Intoxicating Liquor license has been received, along with all required documentation, including liquor liability insurance.

The Director of Public Safety has reviewed and approved the license application and sees no reason for it to be denied.

The street dance is held on July 3, 2018, from 3:00 p.m. to 12:00 a.m. Alcohol will be served from 3:00 p.m. to 11:30 p.m. On July 4, 2018, alcohol will be served from 3:00 p.m. to 10:00 p.m. On both days, alcohol will be served in an enclosed fenced-in area with monitored entrance points. Only wine and strong beer will be served. Public Safety police officers have been hired by the Fourth of July Committee to patrol the area for these events.

Food vendors will be available both days and the appropriate food handling and sanitation procedures will be followed.

RECOMMENDED ACTION:

By Motion: Approve the request for a Community Celebration Event license with fees waived and a Temporary On-Sale Intoxicating Liquor license for the Fourth of July Committee for events scheduled at Veterans Memorial Park, July 3 - 4, 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Each year the Fourth of July Committee applies for a Community Celebration Event license and

requests the licensing fee of \$5,000 be waived for the activities taking place throughout the City.

The applicant has satisfied the following requirements for issuance of these licenses:

- Applications and required licensing fees for the Temporary On-Sale Intoxicating Liquor and Multi-Food Vendor licenses have been received.
- Proof of liquor liability insurance has been submitted showing West Bend Mutual Insurance Company affording the coverage.
- A detailed plan of the days' events is currently on file.
- The applicant, as well as each professional concession, has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

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

C. CRITICAL TIMING ISSUES:

- The Temporary On-Sale Intoxicating Liquor license, allowing for the sale of wine and strong beer only, is valid for the street dance on July 3, 2018, from 3:00 p.m. to 11:30 p.m. and in the beer garden on July 4, 2018, from 3:00 p.m. to 10:00 p.m.

D. FINANCIAL IMPACT:

- The Temporary On-Sale Intoxicating Liquor and Multi-Food Vendor license fees have been received.

E. LEGAL CONSIDERATION:

- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- The Council could deny the Community Celebration Event and Temporary On-Sale Intoxicating Liquor licenses. This would result in the applicant not being able to conduct activities, especially those concerning food preparation and alcohol sales.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Heather Lenke, President of the Fourth of July Committee, has been notified of the date for Council consideration of this request.



STAFF REPORT NO. 94
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
5/30/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for activities scheduled to take place July 4, 2018, for the Minneapolis-Richfield American Legion Post #435, located at 6501 Portland Avenue South.

EXECUTIVE SUMMARY:

On May 25, 2018, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Minneapolis-Richfield American Legion Post #435.

This annual request is in conjunction with the Richfield Fourth of July Community Celebration. The American Legion plans to have an open house with a live band in their parking lot, food and refreshments, including alcohol. This year the American Legion is requesting the license for one day only. Their request is to serve alcohol from 10:00 a.m. to 11:00 p.m.

The Director of Public Safety has reviewed and approved the license application and sees no reason it should be denied.

The applicant has agreed to adhere to the traffic and parking conditions set by the Public Safety Department. A summary explaining the conditions is included with this staff report.

All required information has been provided. All licensing fees have been received.

RECOMMENDED ACTION:

By Motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for the Minneapolis-Richfield American Legion Post #435, located at 6501 Portland Avenue South for the activities scheduled to take place July 4, 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The applicant has satisfied the following requirements for the issuance of this license:

- The required licensing fee has been paid.
- Proof of liquor liability insurance has been submitted showing Integrity Mutual Insurance

Company affording coverage.

- The applicant has contacted sanitarians from City of Bloomington to ensure proper food handling practices are followed.
- Employees of the Legion will be providing security and will patrol the area for this event.

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

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

C. CRITICAL TIMING ISSUES:

- The sale of intoxicating liquor in the parking lot must cease no later than 11:00 p.m on July 4, 2018.

D. FINANCIAL IMPACT:

- The required licensing fees have been received.

E. LEGAL CONSIDERATION:

- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- The Council could deny the requested license, which would mean the applicant would not be able to serve alcohol outside to the public during the Fourth of July activities.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Richard Hervieux- Legion Manager

ATTACHMENTS:

Description	Type
□ Summary of traffic/parking conditions	Backup Material

SUMMARY OF TRAFFIC AND PARKING CONDITIONS FOR MINNEAPOLIS RICHFIELD AMERICAN LEGION POST 435

4TH OF JULY EVENT

Richfield Public Safety staff has spoken with management from the American Legion to address some specific Public Safety issues and concerns. As a condition of the approval of their license it was decided Portland Avenue will be closed from 8:00 p.m. to 12:00 a.m. In addition, 66th Street will also shut down between the hours of 11:00 a.m. to 11:30 p.m. No through traffic will be allowed on 66th Street and Portland Avenue and all traffic will be routed away from the event. American Legion patrons will be allowed to enter the Legion parking lot until approximately 8:00 p.m. when Portland Avenue closes. Patrons will not be allowed to leave the Legion parking lot after 8:00 p.m. All patrons parked in the lot at 8:00 p.m. will be required to remain in the lot until 11:15 p.m. when all pedestrian traffic is clear on Portland Avenue. ONLY cabs and limos that are contracted with the Legion to provide sober cab services will be allowed to access the site from Portland Avenue after 8:00 p.m. These vehicles will have placards provided to them by the American Legion to identify their right to enter. At 11:15 p.m. when patrons are allowed to exit the American Legion lot, they will be able to go northbound only on Portland Avenue. Also, vehicles that are parked at the ice arena will be instructed they need to remain in place until 11:15 p.m. All residents living on 66th Street and Portland Avenue will be allowed entrance onto these streets.



STAFF REPORT NO. 95
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Logan Vlasaty, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
6/4/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a bid tabulation and award of contract to Corrective Asphalt Materials, LLC for the 2018 Maltene Pavement Rejuvenation Project in the amount \$486,200, and authorize the City Manager to approve contract changes under \$100,000 without further City Council consideration.

EXECUTIVE SUMMARY:

As discussed at the February 27, 2018, City Council work session the City will be initiating a thorough street maintenance program following the residential mill and overlay program to preserve the new road surface and further extend pavement life. The maintenance program will include:

- Maltene Rejuvenation or reclamite application (1-3 years following mill and overlay)
- Crack Sealing (1-3 years following)
- Sealcoat or other application (7-10 years following)

This year's reclamite application will be performed on the streets that were resurfaced in 2015 & 2016, as well as a couple parking lots done in recent years. Bids for the project were opened on May 22, 2018. Corrective Asphalt Materials, LLC was the only bidder, with a bid of \$486,200.00. The engineer's estimate for the project was \$503,750.

The Preservation Process

After paving, asphalt settles and dries out causing surface voids to form which allow water into the pavement and ultimately lead to cracking and other forms of pavement failure. Maltene based pavement rejuvenation, using the product known as reclamite, soaks into these voids to seal them up. This process gives the asphalt more durability and flexibility, and results in longer pavement life.

RECOMMENDED ACTION:

By motion: Approve the bid tabulation and award of contract to Corrective Asphalt Materials, LLC in the amount of \$486,200 for the Maltene Pavement Rejuvenation project, and authorize the City Manager to approve contract changes under \$100,000 without further City Council consideration.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The residential roads were originally constructed between 1972 and 1977. A pavement management program began in 1980. That policy direction was set to protect the City's capital investment and maintain an acceptable roadway system. The City's ongoing preventive maintenance program is essential in delaying the costs associated with total reconstruction.
- In September 2014, the Accelerated Mill and Overlay program was approved in the Five-Year Reconstruction Plan for the purpose of utilizing street reconstruction bonds to finance the work in place of special assessments. The bonds are paid down by an increase in the electric and gas franchise fees, effective April 2014.
- Approximately 85 miles of roadway will be milled and overlaid as part of the six year program.

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

- The City has adopted a pavement management program to maintain the quality of the road and prolong the life of the capital investment (Comprehensive Plan – Road Pavement Conditions).
- In 2013, the City Council approved an Accelerated Mill and Overlay Program to complete the remaining 85 miles of roads that have not received any major resurfacing since they were constructed. This program also includes the repair of storm and sanitary manholes and catch basins.
- An increase in electric and gas franchise fees was approved in 2013, and enacted in April 2014, to fund the Accelerated Mill and Overlay Program and provide long-term pavement preservation.

C. CRITICAL TIMING ISSUES:

- The maltene based pavement rejuvenation must be completed by the fall.
- Regular preventive maintenance techniques are effective in delaying costly street reconstruction projects.

D. FINANCIAL IMPACT:

- One (1) bid was received for the 2018 Maltene Pavement Rejuvenation project.
- The lowest responsive and responsible bid was \$486,200 submitted by Corrective Asphalt Materials, LLC.
- The engineer's estimate for the project was \$503,750.
- This work is funded by the existing franchise fees.

E. LEGAL CONSIDERATION:

- When the amount of purchase is estimated to exceed \$100,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
- The advertisement for bid for the project was published in the Richfield Sun-Current on May 10, 2018, and on the Questcdn.com website on May 10, 2018.
- Bid opening was held on May 22, 2018. A copy of the bid tabulation is attached.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Bid Tabulation	Backup Material
□ Engineer's Estimate	Backup Material

CITY OF RICHFIELD, MINNESOTA

Bid Opening
May 22, 2018
9:00 a.m.

2018 Maltene Pavement Rejuvenation Project
Bid No. 18-05

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Elizabeth VanHoose, City Clerk, who announced that the purpose of the meeting was to receive; open and read aloud bids for the 2018 Maltene Pavement Rejuvenation Project, as advertised in the official newspaper on May 10, 2018.

Present: Elizabeth VanHoose, City Clerk
Logan Vlasaty, Civil Engineer
Jared Voto, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Bond	Non-Collusion	Intent to Comply	Responsible Contractor	Total Base Bid
Corrective Asphalt Materials, LLC	Yes	Yes	Yes	Yes	\$486,200

The City Clerk announced that the bids would be tabulated and considered at the June 12, 2018 City Council Meeting.

Elizabeth VanHoose City Clerk

Engineer's Estimate						
LINE ITEM	ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST (\$)	TOTAL COST (\$)
1	2021.501	MOBILIZATION #1	LS	1	\$ 6,500.00	\$ 6,500.00
2	SPECIAL	MALTENE BASED ASPHALT REJUVENATING AGENT	SY	585,000	\$ 0.85	\$ 497,250.00
					Total	\$ 503,750.00



STAFF REPORT NO. 96
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Jack Broz, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
6/4/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution authorizing the 69th Street West Pedestrian Improvements Project application submission for Federal Surface Transportation Program (STP) funds under the Metropolitan Council's Regional Solicitation process.

EXECUTIVE SUMMARY:

The Metropolitan Council is currently accepting applications as part of the Regional Solicitation process for federal funding of transportation projects through the Federal Highway Administration's Surface Transportation Program (STP). The 69th Street West Pedestrian Improvements Project meets all of the qualifications of the program under the category of "Pedestrian Infrastructure." The infrastructure will include the construction of a sidewalk, reconstruction of curbs, drainage, driveways, alleys and minor grading to construct the sidewalk along this corridor.

With Council approval, staff is preparing to submit an application for the requested amount of \$500,000 to be contributed to the project. If successful, funding could be applied to construction as early as 2022. The total cost of the pedestrian improvements is approximately \$500,000; however, if these grant funds are awarded for pedestrian improvements staff will evaluate the potential need for any additional reconstruction activities based on the current condition of the roadway and underground utilities along 69th Street.

RECOMMENDED ACTION:

By Motion: Adopt a resolution approving the submission of the 69th Street West Pedestrian Improvements Project application submission for Federal Surface Transportation Program (STP) funds under the Metropolitan Council's Regional Solicitation process.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Metropolitan Council and the Transportation Advisory Board have released the 2018 Solicitation Package for federal funds. The regional solicitation process selects projects to be funded within the following categories:

- Roadway Expansion
- Roadway Reconstruction/Modernization & Spot Mobility
- Traffic Management Technologies (Roadway System Management)

- Bridge Rehabilitation/Replacement
- Multi-use Trails & Bicycle Facilities
- Pedestrian Facilities
- Safe Routes to Schools
- Transit Expansion
- Travel Demand Management (2020 and 2021 funds)
- Transit Modernization

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

The 69th Street West Pedestrian Improvements Project is consistent with the following approved plans:

- Comprehensive Plan (Chapter 6 - Transportation)
- Bicycle Master Plan
- Street Reconstruction Guiding Principles Document
- Complete Streets Policy

C. CRITICAL TIMING ISSUES:

- The deadline for applications is July 13, 2018.

D. FINANCIAL IMPACT:

- The construction cost of 69th Street West Pedestrian Improvements from Xerxes Avenue to Penn Avenue is estimated to be \$500,000. If selected for STP funds, up to \$500,000 would be funded with federal dollars and any remaining amount would be funded with other City sources.
- Additional reconstruction activities may be considered by Council in the future if awarded the grant dollars in which those activities would be funded with other City funds.

E. LEGAL CONSIDERATION:

- None

ALTERNATIVE RECOMMENDATION(S):

- Council may choose not to adopt the resolution; therefore, not submit an application for the federal funds.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION AUTHORIZING SUBMISSION OF THE 69th STREET WEST
PEDESTRIAN PROJECT FUNDING APPLICATION FOR FEDERAL SURFACE
TRANSPORTATION PROGRAM FUNDS**

WHEREAS, the City of Richfield understands that 69th Street West from Xerxes Avenue to Penn Avenue is designated as a Collector Roadway; and

WHEREAS, the City of Richfield has a policy to provide a sidewalk on one side of Collector Roadways; and

WHEREAS, 69th Street West from Xerxes Avenue to Penn Avenue does not have a sidewalk; and

WHEREAS, the City of Richfield has an approved Complete Streets Policy; and

WHEREAS, the City of Richfield has completed a Guiding Principles process for major transportation projects; and

WHEREAS, the City of Richfield has determined that the 69th Street Pedestrian Improvements Project will create improved safety and mobility along the corridor; and

WHEREAS, the Metropolitan Council is currently accepting applications as part of the Regional Solicitation process for federal funding of transportation projects through the Federal Highway Administration's Surface Transportation Program (STP); and

WHEREAS, the STP purpose aligns with the needed improvements on 69th Street West from Xerxes Avenue to Penn Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richfield approves the submission of the 69th Street Pedestrian Improvements Project 2018 Application for Federal Surface Transportation Program funds. The application includes the construction of a sidewalk from Xerxes Avenue to Penn Avenue, along with reconstruction of curbs, drainage, driveways, alleys approaches and minor grading to construct the sidewalk along this corridor.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of June, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 97
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Myrt Link, Community Development Accountant

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an Amendment of Commercial Lease with the Minnesota Department of Transportation and Amendment of License Agreement with Transmission Shop, Inc. for the parking lot at Cedar Avenue and Diagonal Boulevard and authorize the City Manager and Mayor to execute any renewals of the Amendment of Commercial Lease and Amendment to License Agreement after June 30, 2020, without further Council consideration.

EXECUTIVE SUMMARY:

In 2001, the City of Richfield (City) worked with the Minnesota Department of Transportation (MnDOT) to secure a commercial lease for the construction of a parking lot on excess MnDOT right-of-way. In return, the City leases the parking lot to the Transmission Shop, Inc. (Transmission Shop) located at 6958 Cedar Avenue to remedy a neighborhood parking problem that occurred from the relocation of the business. The Transmission Shop constructed the parking lot and has paid the taxes for the property since 2001. The parking lot has been successful in remedying any parking problems that had existed in the neighborhood. The agreement between all the parties has been successfully renewed every two-years at MnDOT's request since 2001.

The City's original License Agreement with the Transmission Shop required a renewal of that Agreement until at least 2006 so that the Transmission Shop's investment in constructing the parking lot could fully depreciate. At this point, the City could choose not to renew the License Agreement, but City staff is not recommending that course of action because MnDOT plans on retaining ownership of the underlying land in the eventuality that Trunk Highway 77 might some day be widened. As such, any use of the site will be interim in nature and the current use is likely the most reasonable interim use.

RECOMMENDED ACTION:

By motion: Approve the Amendment of Commercial Lease with the Minnesota Department of Transportation and Amendment of License Agreement with Transmission Shop, Inc. for the parking lot at Cedar Avenue and Diagonal Boulevard and authorize the City Manager and Mayor to execute any renewals of the Amendment of Commercial Lease and Amendment to License Agreement after June 30, 2020, without further Council consideration.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In August 2001 the City approved a Commercial Lease between the City and MnDOT for the construction of a parking lot on excess right-of-way land (45,750 sq. ft.) at approximately Cedar Avenue and Diagonal Boulevard.
- At the same time, the City also approved a License Agreement between the City and the Transmission Shop for the use of the parking lot. The City pursued this arrangement with MnDOT as a way to remedy neighborhood parking problems resulting from the relocation of a transmission shop from 6409 Cedar Avenue to 6958 Cedar Avenue. The property located at 6409 Cedar Avenue was acquired for the 66th Street/Trunk Highway 77 Interchange bridge and ramp project.
- The original Lease and License Agreements were set to expire on June 30, 2006. The Lease and License Agreements were continued via an amendment by the City Council in 2006, 2008, 2010, 2012, 2014 and 2016.
- The parking lot has been successful over the years, remedying any parking problems in the area and the Transmission Shop is interested in extending the License Agreement.
- MnDOT has provided an amendment to the Lease to extend it for another two years, after which time, additional extensions can be considered. The License Agreement is also being extended for the same term.
- Barring any redevelopment in the area or use of the excess land by MnDOT, it is understood by all parties to the Lease and License Agreements that the excess land can be used until at least 2020.

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

- The original Commercial Lease and License Agreements allow for term extensions.
- Amendments to the Lease and License Agreements are set for another two years. Term extensions can be made once the proposed term expires.

C. CRITICAL TIMING ISSUES:

- MnDOT could terminate the Lease if the subject land is needed for highway purposes. Currently it continues to be considered excess right-of-way.
- The current Lease with MnDOT and License Agreement with The Transmission Shop are set to expire on June 30, 2018.

D. FINANCIAL IMPACT:

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

E. LEGAL CONSIDERATION:

- Kennedy and Graven prepared the original License and the Amendment to the License Agreement for the City.

ALTERNATIVE RECOMMENDATION(S):

- Continue to lease the property from MnDOT, but discontinue the License Agreement permitting The Transmission Shop use of the property.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Amendment of Commercial Lease - No 7	Contract/Agreement
□ Transmission Shop License Agreement	Contract/Agreement

Minnesota Department of Transportation
Metro District
1500 W. County Road B2
Roseville, MN 55113
651-234-7598

C.S. 2758 (77=279) 901
PARCEL: 0009

LEASE NO. 27692

AMENDMENT OF COMMERCIAL LEASE
No. 7

THIS AGREEMENT, is made by and between the State of Minnesota, Department of Transportation ("Landlord") and City of Richfield ("Tenant"), and shall be an amendment and addition to Lease No. 27692.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into Lease No. 27692 ("Lease") involving the rental of a commercial property;

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

NOW THEREFOR, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions which shall become a part of the Lease No. 27692, effective as of the date set forth hereinafter.

1. Effective on June 30, 2018, this Lease No. 27692 shall be renewed for a period of two (2) year(s) commencing on July 1, 2018 and continuing through June 30, 2020, with the right of termination in both Landlord and Tenant as set forth in the Lease.
2. Effective June 30, 2018, Sections 9 of the Lease are deleted in their entirety and the following Sections 9 of the Lease is substituted thereof:

9. INSURANCE. Prior to execution of this Lease by Landlord, the Tenant shall provide Landlord with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below, and provide that such insurance will not be canceled, except on 30 days' prior written notice to Landlord.

9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal Liability with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.

The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.

9.1.2 This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers and employees.

9.2 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Tenant from MN Workers' Compensation requirements.

If during the course of the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

3. Effective June 30, 2018, Section 20 of the Lease is hereby deleted and the following Section 20 is substituted therefore:

Section 20 HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS.

Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations.

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

TENANT
City of Richfield

Signature _____

Print Name _____

Title _____ Date _____

Signature _____

Print Name _____

Title _____ Date _____

LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION

By _____
Tom O'Keefe, P.E.
Metro Program Delivery Engineer

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT is made and entered into as of June 30, 2018, by and between **THE CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation ("**Grantor**") and the **TRANSMISSION SHOP, INC.**, a Minnesota corporation ("**Grantee**"), and amends that certain License Agreement between Grantor and Grantee dated August 16, 2001.

Recitals

- A. Grantor and Grantee entered into a License Agreement involving the use of certain land at 6945 Cedar Avenue, Richfield, Minnesota, depicted on the attached Exhibit A.
- B. The parties desire to extend the term of the License Agreement by this Amendment.

Terms

- 1. Effective on June 30, 2018, the License Agreement shall be renewed for a period of two years, commencing on July 1, 2018 and continuing through June 30, 2020, with the right of termination as set forth in the License Agreement.
- 2. The terms of the original License Agreement are expressly reaffirmed and remain in full force and effect, except as modified by this Agreement.

GRANTOR
THE CITY OF RICHFIELD

By _____
Pat Elliott, Mayor

By _____
Steven L. Devich, City Manager



STAFF REPORT NO. 98
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Julie Urban, Housing Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution supporting a Livable Communities Demonstration Act grant application to the Metropolitan Council for the Cedar Point II housing project.

EXECUTIVE SUMMARY:

The Metropolitan Council has issued a Request for Proposals for its Livable Communities Demonstration Account Fund (LCDA). The LCDA offers grants to support development projects that:

- Connect housing, jobs, civic sites, retail centers and local/regional transportation systems.
- Demonstrate a variety of housing densities, types & costs, creative placemaking, environmentally sensitive development, and compact land use.
- Catalyze additional development that efficiently uses land and infrastructure, and supports vibrant, diverse communities.

The Housing and Redevelopment Authority is working with NHH Companies, LLC (Developer) to redevelop the Cedar Point II housing area with 218 market-rate apartments and 64 townhomes affordable at 100%-115% of the area median income. The Developer is proposing to submit a request for LCDA funds to support components of the project that facilitate livability and connections to the neighborhood. Project concept applications are due on June 28, 2018, and a resolution of support is required with the application.

RECOMMENDED ACTION:

By motion: Adopt a resolution supporting the submittal of a grant application to the Metropolitan Council for Livable Communities Demonstration Act funds for the Cedar Point II housing project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Cedar Corridor Redevelopment Area was established in 2004 to provide a transition between the airport/commercial development areas to the east and the single-family residential areas to the west.
- The Developer is proposing to redevelop a portion of the Cedar Corridor between 65th and 63rd Streets with the construction of high-density, multi-family housing along Richfield Parkway and for-sale townhomes on 16th Avenue.

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

- The Metropolitan Council requires the City to be the applicant and to submit a resolution in support of the grant application.
- It is the City's policy to seek grant funding when available and as appropriate.

C. CRITICAL TIMING ISSUES:

- The grant application is due on June 28, 2018, and a resolution of support needs to be submitted as part of the application.
- Approval of the concept application would be awarded in August. A decision on a final award would be made in November.
- Funds must be expended within two years of the grant award.

D. FINANCIAL IMPACT:

- The Developer is in the process of determining the exact amount of the request.

E. LEGAL CONSIDERATION:

- The Pre-development Agreement approved by the Housing and Redevelopment Authority (HRA) on March 19, 2018, requires the Developer to submit grant applications, as appropriate.
- The City will be required to enter into a grant agreement with the Metropolitan Council, if funding is awarded.
- The City Attorney will review the grant agreement prior to execution.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description		Type
□	Resolution	Resolution Letter

RESOLUTION NO.

CITY OF RICHFIELD, MINNESOTA RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT (“LCDA”) FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS

WHEREAS, the City is a participant in the Metropolitan Livable Communities Act (“LCA”) Local Housing Incentives Account Program for 2018 as determined by the Metropolitan Council, and is therefore eligible to apply for LCA Livable Communities Demonstration Account funds; and

WHEREAS, the City has identified a proposed project(s) within the City that meets LCDA purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to adequately manage an LCDA grant; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS, the City acknowledges LCDA grants are intended to fund projects or project components that can serve as models, examples or prototypes for LCDA development or redevelopment elsewhere in the Region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council’s Livable Communities LCDA initiative during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of LCDA grant funding.

NOW, THEREFORE, BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City’s development goals and priorities for the proposed LCDA Project(s) to occur at this particular site and at this particular time.
2. Finds that the LCDA Project component(s) for which Livable Communities LCDA funding is sought: (a) will not occur solely through private or other public investment within the reasonably foreseeable future; and (b) will occur within the term of the grant award (two years for Pre-Development grants and three years for

Development grants) only if Livable Communities LCDA funding is made available for this project(s) at this time.

3. Authorizes its staff to submit on behalf of the City one or more applications for Metropolitan Council Livable Communities LCDA grant funds for the LCDA Project components identified in the application, and to execute such agreements as may be necessary to implement the LCDA Project on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of June, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 99
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Melissa Poehlman, Assistant CD Director / Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a first reading of an ordinance rezoning 6328 Aldrich Avenue from Single-family Residential to Planned Mixed Use, related to a proposal for the former Lyndale Garden Center property.

EXECUTIVE SUMMARY:

The Lyndale Garden Center closed its doors in 2006 and was purchased by The Cornerstone Group (Applicant) in 2011. The Applicant has continued to work on the project, completing shoreline improvements last year and now moving forward with partner North Bay Companies to redevelop the northern portion of the site with a variety of housing types. In addition to the former Lyndale Garden Center land, the Applicant has purchased one single family home to the north (6328 Aldrich Ave) and proposes to include that property in the development. The Applicant is requesting a change to the City's Comprehensive Plan and Zoning designations in order to make that possible.

This first reading is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading; nor does it obligate the Council to approve the Comprehensive Plan amendment or specific land use plans. The second reading, Comprehensive Plan amendment, and final development plans will be considered by the Council on June 26, 2018.

RECOMMENDED ACTION:

By motion: Approve a first reading of an ordinance that amends Richfield Zoning Code Appendix I to designate 6328 Aldrich Avenue as Planned Mixed Use.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Lyndale Garden Center closed in 2006 and this site suffered frequent vandalism and occasional criminal activity for many years.
- The Applicant purchased the property in 2011 and has been working steadily toward redevelopment since that time.
- The Applicant has held a number of open houses related to the proposed condominium project

and an open house related to both the condominium and apartment portions of the development on May 12, 2018.

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

Comprehensive Plan and Zoning District Designations

The Comprehensive Plan is an expression of the Community's vision for the future. This site is located within the Lakes at Lyndale area of the City. For many years, this has been considered Richfield's downtown and redevelopment has been a priority. The rezoning of this property cannot take place without approval of a Comprehensive Plan amendment. This first reading is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading.

C. CRITICAL TIMING ISSUES:

- 60-DAY RULE: The 60-day clock 'started' when a complete application was received on May 14, 2018. A decision is required by July 13, 2018, or the Council must notify the Applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.
- A second reading of the proposed ordinance is scheduled for June 26, 2018, alongside consideration of other required land use approvals.

D. FINANCIAL IMPACT:

- Required application fees have been paid.

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on May 29, 2018. Notice of the public hearing was published in the Sun Current newspaper and mailed to properties within 500 feet of the site. No members of the public spoke at the public hearing.
- The Planning Commission recommended approval of the proposed rezoning (7-0).

ALTERNATIVE RECOMMENDATION(S):

- City Council may reject the proposed ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of The Cornerstone Group

ATTACHMENTS:

Description	Type
❑ Ordinance - Rezone 6328 Aldrich Ave	Ordinance
❑ Plans - Master PUD & Condominiums (Lakeside)	Exhibit
❑ Plans - Apartment/Townhome	Exhibit
❑ Applicant Narrative	Exhibit
❑ Zoning/Comp Plan Map	Exhibit

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD CITY
CODE BY REZONING 6328 ALDRICH AVENUE
FROM SINGLE FAMILY RESIDENTIAL (R)
TO PLANNED MIXED USE (PMU)**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 8, Paragraph 3 of Appendix 1 of the Richfield Zoning Code is amended to read as follows:

(3) M-3 (Lyndale Gardens Area). Lots ~~1, 2~~, 3, 4, Block 1 and Outlots B ~~and C~~, Lyndale Gardens Addition.

Sec. 2. Section 8, Appendix 1 of the Richfield Zoning Code is amended to add a new Paragraph 8 to read as follows:

(8) M-3 (Lyndale Gardens Area). Lots 1-3, Block 1, Lyndale Gardens 2nd Addition.

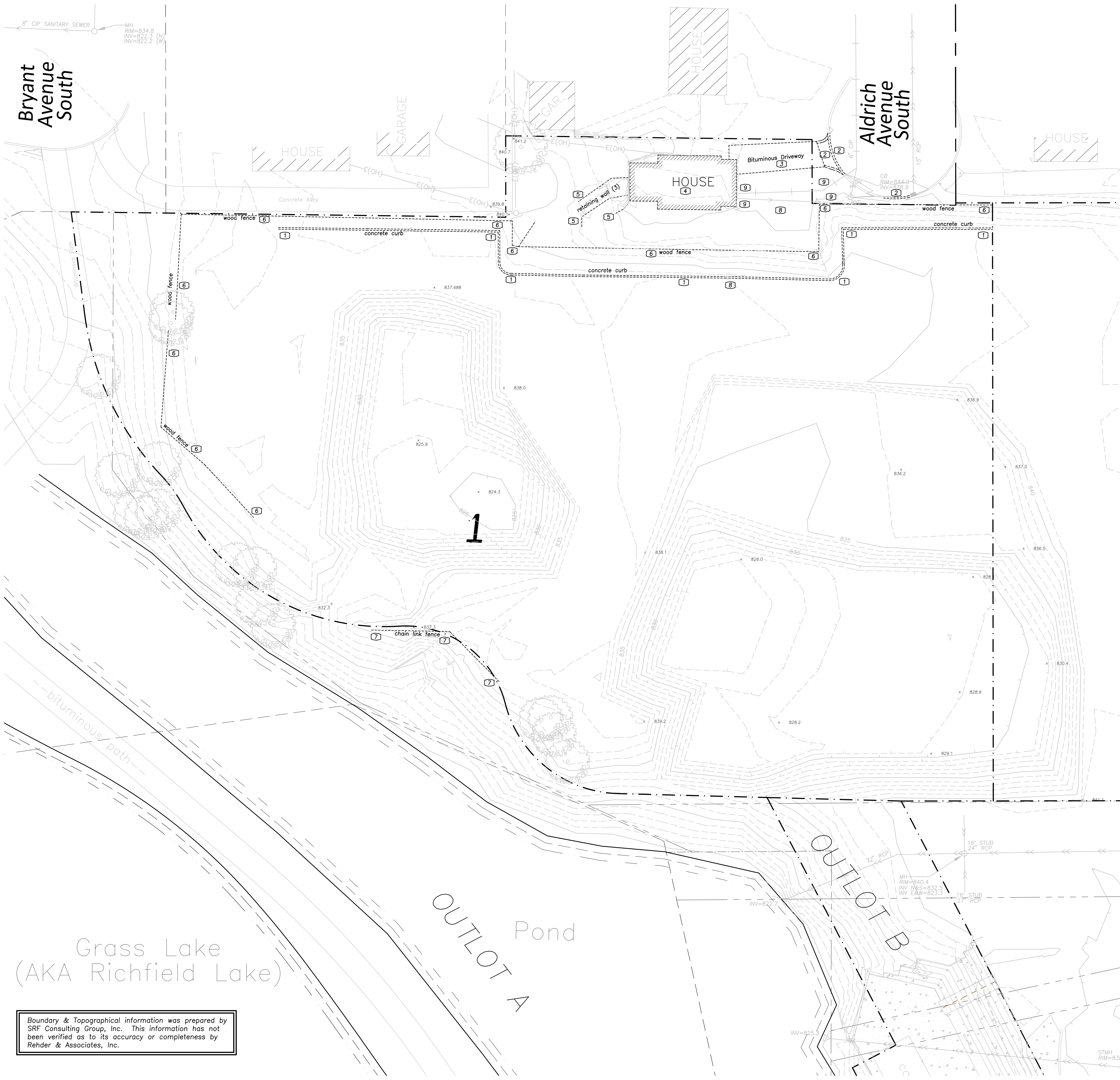
Sec. 3. This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 26th day of June, 2018.

Pat Elliott, Mayor

ATTEST:

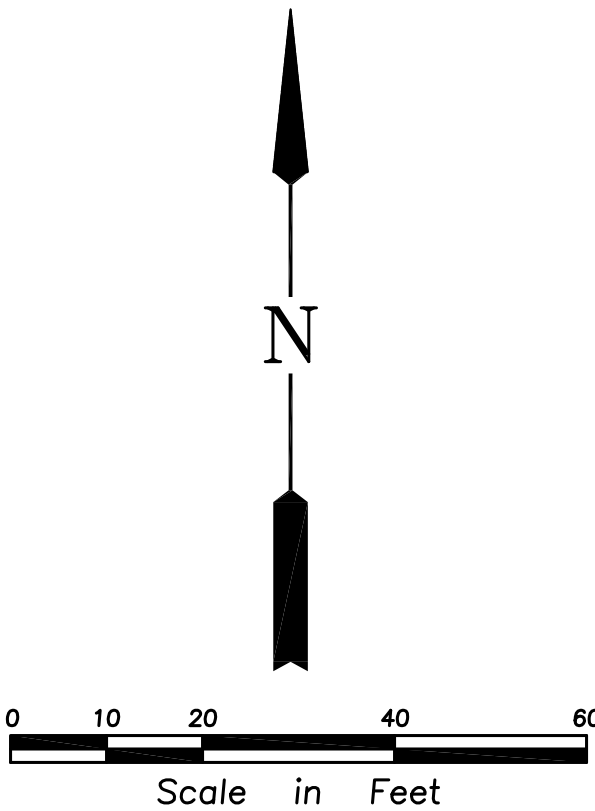
Elizabeth VanHoose, City Clerk



Rehder & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
3440 Federal Drive, Suite 110 • Eagan, Minnesota 55122
651-452-5051 • Fax: 651-452-9797 • email: info@rehder.com
PROJECT NO.: 181-3034.010
DRAWING FILE: 3034010.DWG

- DEMOLITION NOTES**
- ① - Remove concrete curb.
 - ② - Remove concrete driveway apron.
 - ③ - Remove bituminous driveway.
 - ④ - Remove house.
 - ⑤ - Remove retaining wall.
 - ⑥ - Remove wood fence.
 - ⑦ - Remove chain link fence.
 - ⑧ - Remove tree.
 - ⑨ - Remove/abandon sanitary sewr & water service to house per city requirements.

NOTE: SEE ARCHITECTURAL FOR DEMOLITION OF EXISTING HOUSE



Boundary & Topographical information was prepared by
SRF Consulting Group, Inc. This information has not
been verified as to its accuracy or completeness by
Rehder & Associates, Inc.

CERMAK RHOADES ARCHITECTS

275 East Fourth Street, Suite 800, St. Paul, MN 55103
P 651.225.8623 F 651.225.8720 www.cermakrhoades.com

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

Signed _____

PRINTED NAME: BENTON G. FORD

DATE: _____

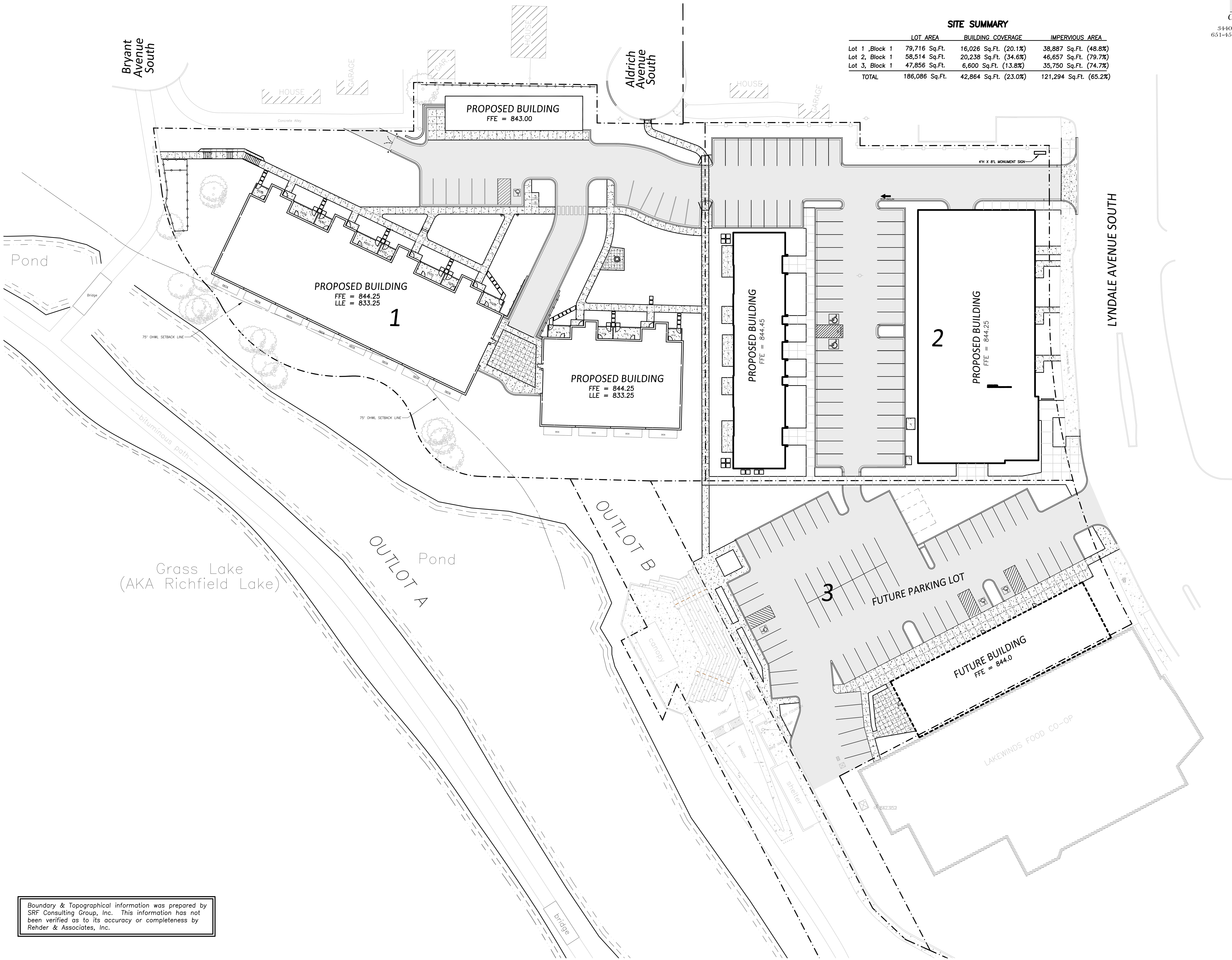
LICENSE NO.: _____

NOT FOR
CONSTRUCTION

SITE DEMOLITION PLAN
LAKESIDE AT LYNDALE GARDENS
THE CORNERSTONE GROUP

REVISIONS	
City Site Plan Review Resubmittal	5-14-18
DATE ISSUED	5-14-18
JOB NO.	1709
FILE NAME	3034010

CO

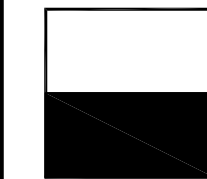


Boundary & Topographical information was prepared by
SRF Consulting Group, Inc. This information has not
been verified as to its accuracy or completeness by
Rehder & Associates, Inc.

SITE SUMMARY

	LOT AREA	BUILDING COVERAGE	IMPERVIOUS AREA
Lot 1 ,Block 1	79,716 Sq.Ft.	16,026 Sq.Ft. (20.1%)	38,887 Sq.Ft. (48.8%)
Lot 2, Block 1	58,514 Sq.Ft.	20,238 Sq.Ft. (34.6%)	46,657 Sq.Ft. (79.7%)
Lot 3, Block 1	47,856 Sq.Ft.	6,600 Sq.Ft. (13.8%)	35,750 Sq.Ft. (74.7%)
TOTAL	186,086 Sq.Ft.	42,864 Sq.Ft. (23.0%)	121,294 Sq.Ft. (65.2%)

Rehder & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
3440 Federal Drive, Suite 110 • Eagan, Minnesota 55122
651-452-5051 • Fax: 651-452-9797 • email: info@rehder.com
PROJECT NO.: 181-3034.010
DRAWING FILE: 3034010.DWG



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

Signed

PRINTED NAME:

DATE:

LICENSE NO.:

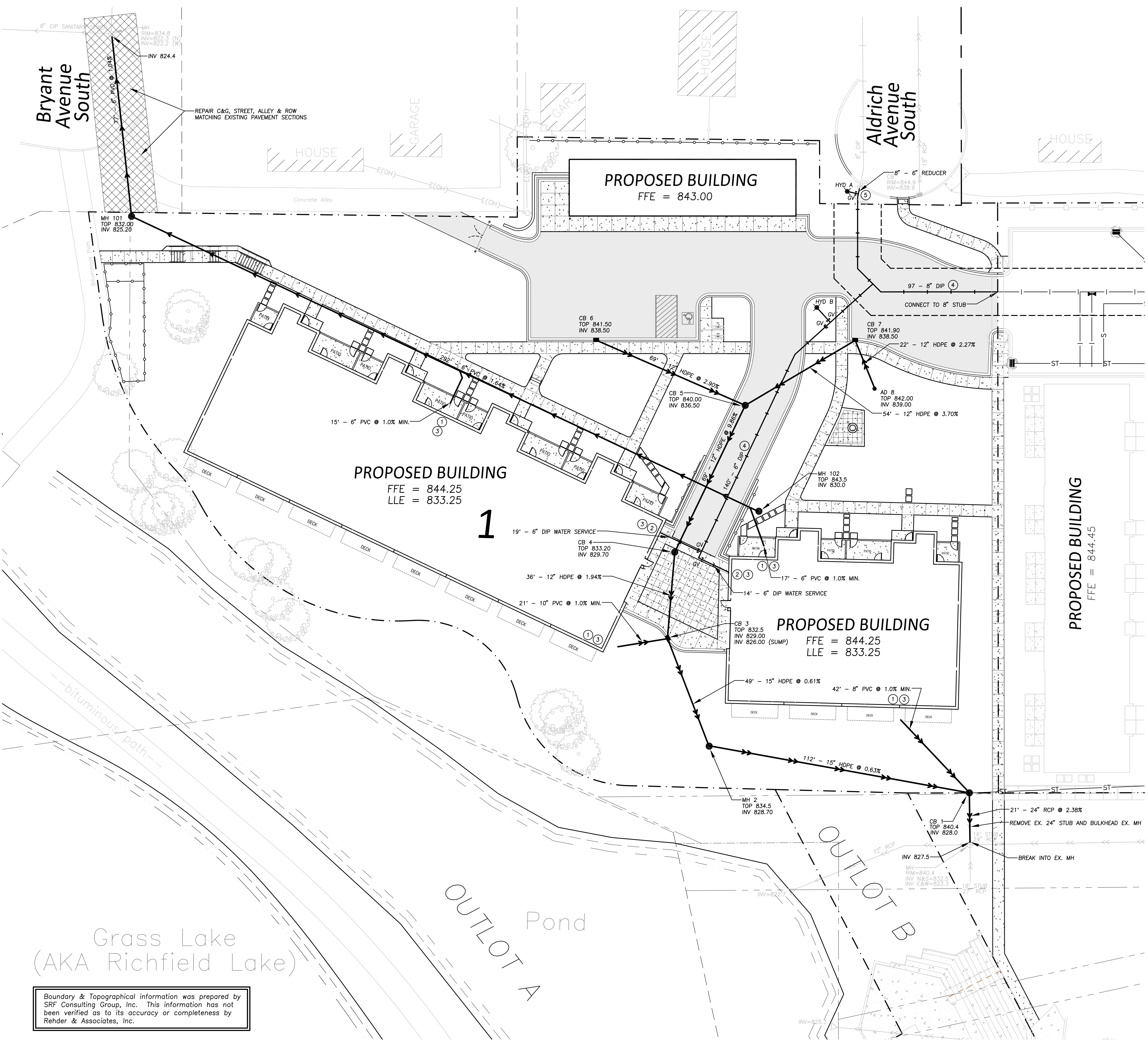
NOT FOR
CONSTRUCTION

MASTER SITE PLAN
LYNDALE GARDENS 2ND ADDITION
THE CORNERSTONE GROUP

REVISIONS
City Site Plan Review Resubmittal 5-14-18

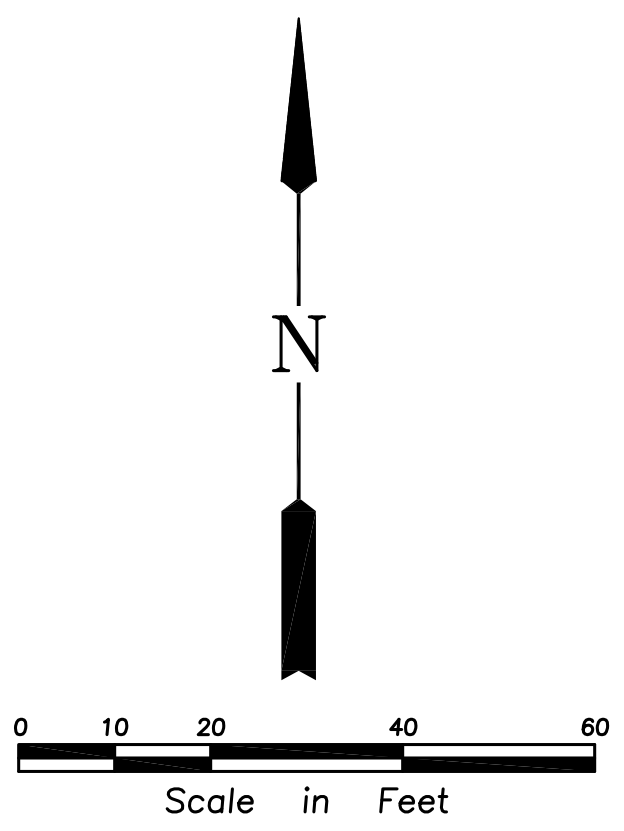
DATE ISSUED 5-14-18
JOB NO. 1709
FILE NAME 3034010

PUD-1



- UTILITY NOTES
- ① - All sewer services to extend to a point 5' from proposed building.
 - ② - Bring water main into proposed building and cap at the floor.
 - ③ - Verify all service locations and inverts with mechanical engineer before construction.
 - ④ - All watermain to have a minimum of 7.5' of cover.
 - ⑤ - Remove and relocate existing hydrant. Connect to existing 6" CIP water main.

- LEGEND
- PROPOSED MANHOLE/CATCH BASIN
 - PROPOSED CATCH BASIN
 - ◆ PROPOSED HYDRANT
 - ⋈ PROPOSED GATE VALVE
 - PROPOSED AREA DRAIN
 - PROPOSED STORM SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED WATERMAIN
 - ▨ PROPOSED CONCRETE
 - ▩ PROPOSED STD. DUTY BITUMINOUS
 - PROPOSED CONTOUR
 - (ELEV.) PROPOSED ELEVATION
 - SILT FENCE
 - INLET PROTECTION DEVICE
 - BOUNDARY/ROW/BLOCK LINE
 - - - EASEMENT
 - - - BUILDING/PARKING SETBACK LINE
 - SOIL BORING
 - DRAINAGE ARROW
 - EXISTING WATERMAIN
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - E(OH) EXISTING OVERHEAD ELECTRIC
 - COM(UG) EXISTING BURIED TELEPHONE LINE
 - 980 EXISTING CONTOUR
 - × 995.50 EXISTING ELEVATION



Boundary & Topographical information was prepared by SRF Consulting Group, Inc. This information has not been verified as to its accuracy or completeness by Rehder & Associates, Inc.

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CERMAK RHOADES ARCHITECTS

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

Signed

PRINTED NAME: BENTON G. FORD

DATE:

LICENSE NO.:

NOT FOR CONSTRUCTION

UTILITY PLAN

LAKESIDE AT LYNDALE GARDENS

THE CORNERSTONE GROUP

REVISIONS

City Site Plan Review Resubmittal 5-14-18

DATE ISSUED 5-14-18

JOB NO. 1709

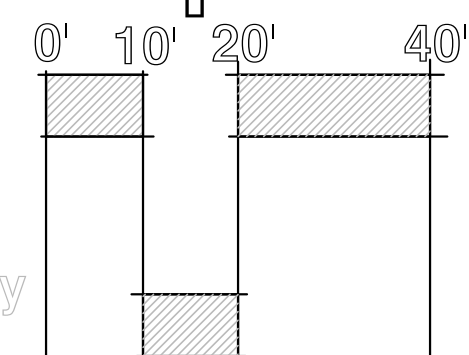
FILE NAME 3034010

C2

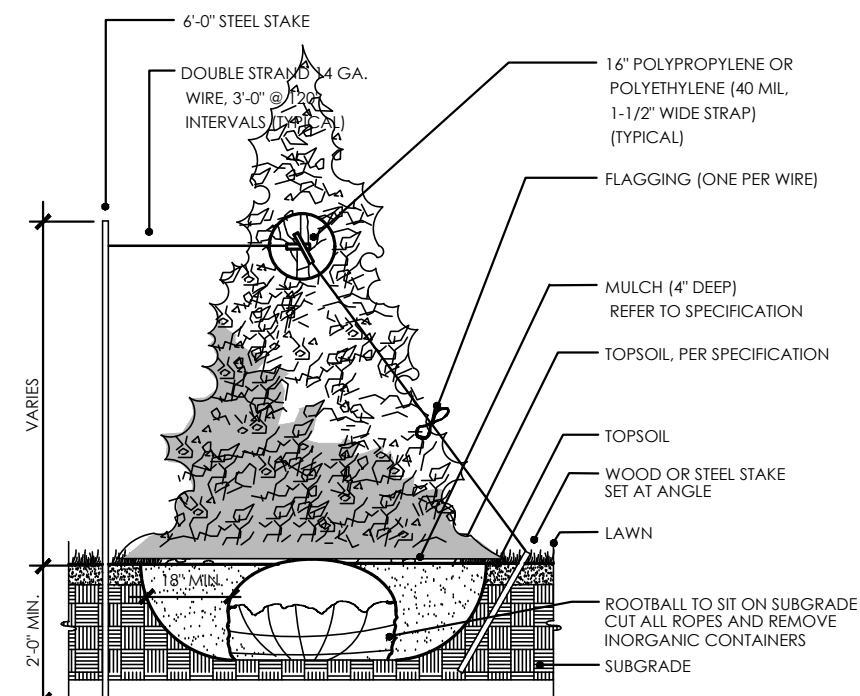


IMPERVIOUS SURFACE	
TOTAL IMPERVIOUS AREA=	38,888 sq. ft.
BUILDING AREA =	16,026 sq. ft.
SITE IMPERVIOUS AREA=	22,862 sq. ft.
LOT AREA =	79,716 sq. ft.
IMPERVIOUS COVER PERCENTAGE =	48.8%

site plan

1.0

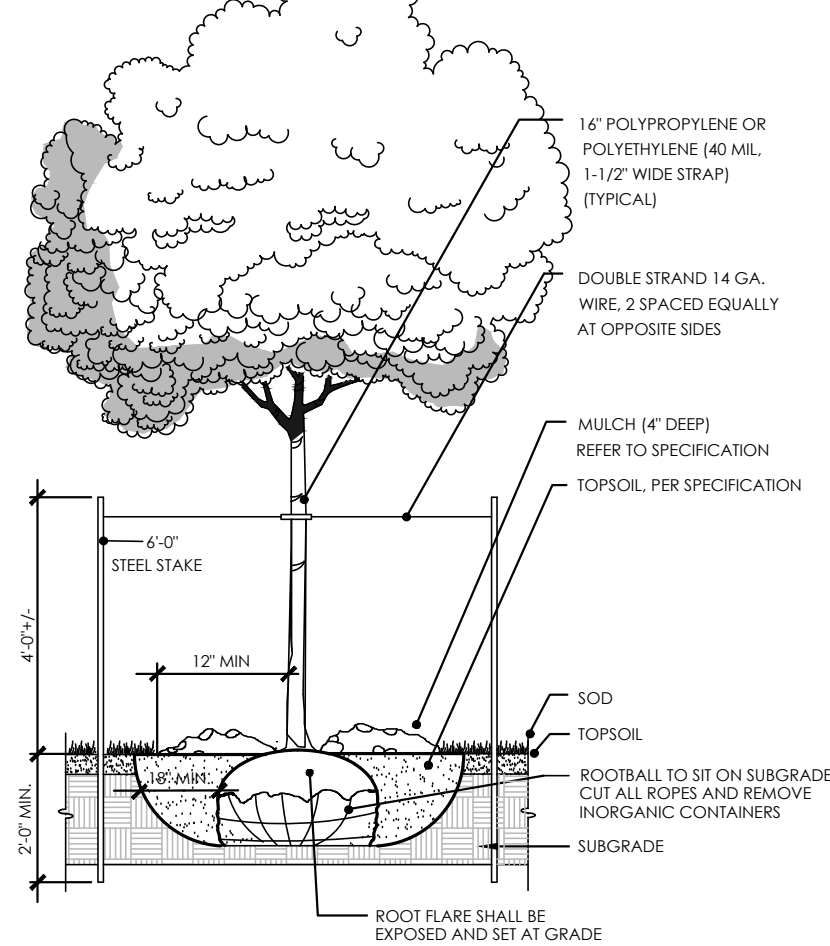
- NOTES:
1. CONIFER TO HAVE SHREDED HARDWOOD MULCH UNLESS NOTED OTHERWISE. NO MULCH TO BE IN CONTACT WITH TRUNK. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING. TWO ALTERNATE METHODS OF TREE STAKING ARE ILLUSTRATED.
 2. IF IT IS THE CONTRACTOR'S OPTION TO STAKE TREES, HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD. DO NOT PLANT TOO DEEP. EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.



1 conifer. tree

scale: nts

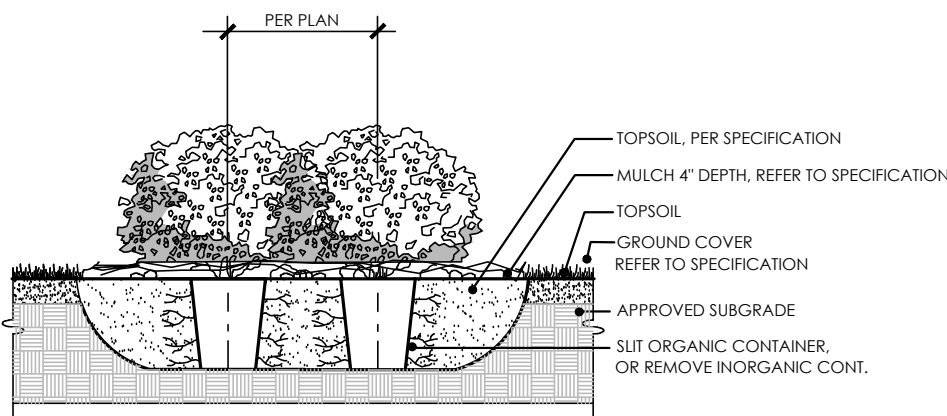
- NOTES:
1. IT IS THE CONTRACTOR'S OPTION TO STAKE TREES, HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
 2. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
 3. DO NOT PLANT TOO DEEP. EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.



2 decid. tree

scale: nts

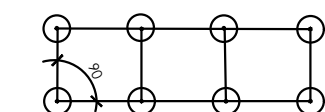
- NOTES:
1. HAND LOOSEN ROOTS OF CONTAINERIZED MATERIAL (TYPICAL).
 2. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
 3. SHRUBS TO SIT ON SUBGRADE.
 4. APPLY PELLET WEED PREVENTER PRIOR TO MULCHING.



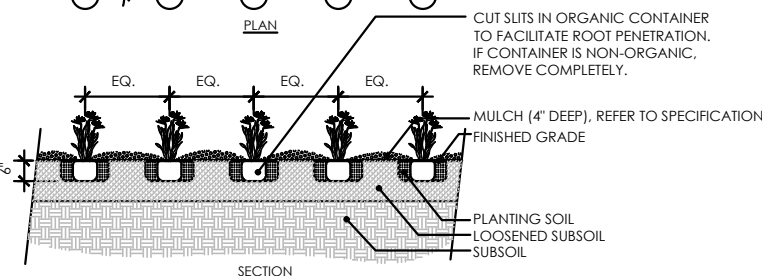
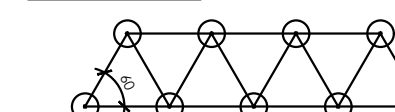
3 shrub planting

scale: nts

TYPICAL GRID SPACING




















NOTE: SPACING PER PLAN



4 plant spacing

scale: nts

planting schedule

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	QTY	
	AA	Acer x freemanii 'Jeffred' / Autumn Blaze Maple H 50' W40'	3" BB	11	
	AX2	Amelanchier x grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry	7" Clump	7	
	BPO	Betula populifolia 'Whitespire' / Whitespire Birch	14" Clump	7	
	JV	Juniperus virginiana / Eastern Red Cedar	7" BB	22	
	MH	Malus x 'Harvest Gold' / Crab Apple	2.5" BB	11	
	QB	Quercus bicolor / Swamp White Oak	3 1/2" BB	2	
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	QTY	
	AM	Aronia melanocarpa elata / Glossy Black Chokeberry	#5 Cont.	74	
	CS	Cornus sericea 'Cardinal' / 'Cardinal' Red-twig Dogwood	#10 Cont.	6	
	HA	Hydrangea arborescens 'Annabelle' / Annabelle Smooth Hydrangea Ht 4' W 4'	#7 Cont.	19	
	MD	Microbiota decussata / Siberian Carpet Cypress	#5 Cont.	58	
	RG	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac Ht 3' W 5'	#5 Cont.	134	
	TT	Taxus x media 'Tauntoni' / Tauntun Yew	24" BB	34	
ANNUALS/PERENNIALS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	QTY	
	HM	Hosta x 'August Moon' / Plantain Lily	#1 Cont.	360	
	PN	Panicum virgatum 'North Wind' / Northwind Switch Grass	#3 Cont.	46	
	SH2	Sporobolus heterolepis / Prairie Dropseed	#1 Cont.	41	
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	PP	Poa pratensis / Kentucky Bluegrass	sod		13,155 sf
	FL	Seed Mix / Native Wildflower and Grass Mix	seed		14,565 sf

planting notes

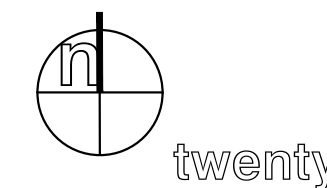
1. CONFIRM ALL QUANTITIES, SHAPES AND LOCATIONS OF BEDS, AND ADJUST AS REQUIRED TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT.
2. LOCATE ALL UTILITIES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH NEW CONSTRUCTION.
3. THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL SOD/TURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED. THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
4. THE CONTRACTOR SHALL AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES.
5. THE CONTRACTOR SHALL KEEP PAVEMENTS, FIXTURES AND BUILDINGS CLEAN AND UNSTAINED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE PROJECT SITE SHALL BE KEPT CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. MULCH, PLANTING SOIL AND OTHER MISCELLANEOUS PLANTING COMPONENTS SHALL BE CONSIDERED INCIDENTAL TO THE RELATED PLAN. VERIFY ALL QUANTITIES.
7. THE CONTRACTOR IS RESPONSIBLE FOR WATERING AND ALL PLANT CARE UNTIL FINAL ACCEPTANCE BY THE OWNER.
8. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF PLANTINGS IS COMPLETE. INSPECTION HAS BEEN MADE AND PLANTING IS ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AND 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.
9. WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK AND SOD EVERY OTHER DAY UNTIL ACCEPTANCE BY THE OWNER. 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.

soil notes

- A ALL PLANTING BEDS SHALL RECEIVE 12" PULVERIZED LOAM TOPSOIL BORROW MN DOT SPEC. 3877-2B ENHANCE WITH AGED AND SCREEN COMPOST
 - B ALL SODDED(LAWN) AREA SHALL RECEIVE 6" MIN. COMMON TOPSOIL BORROW MN DOT SPEC. 3877-1A
- 1 LANDSCAPE EDGING SHALL BE 4" CLEAN LINE MILL FINISH ALUMINUM EDGING IN ALL PLANTING BEDS
 - 2 HARDWOOD SHREDED MULCH; APPLY TO A 4" DEPTH WITH PELLET WEED PREVENTER.
 - 3 2 1/2" DRESSER TRAP ROCK INSTALLED TO A 4" DEPTH ON NON-WOVEN GEO-TEXTILE FABRIC. AREAS ON PLAN SHOWN AS HATCH.
 - 4 IRRIGATION: PROVIDE IRRIGATION FOR SOD AREAS WITHIN THE PROJECT BOUNDARIES FOR 100% COVERAGE. IRRIGATION IN SHRUB AREAS IS DRIP IRRIGATION. REFER TO DESIGN BUILD IRRIGATION SPECIFICATION. PROVIDE SHOP DRAWING FOR IRRIGATION SYSTEM INCLUDING HEAD LAYOUT, SPACING, TYPE, BACKFLOW PREVENTER LOCATIONS, POINT OF CONNECTION, SLEEVES, CONTROLLER, VALVE BOX LOCATIONS, ZONE INDICATIONS AND PIPE SIZING. PROVIDE ON-SITE OPERATION TUTORIAL FOR OWNER AN INCLUDE ALL MANUALS AND INFORMATION ON THE SYSTEM

key notes

landscape plan



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Landscape Architect under the laws of the State of Minnesota.

DATE: 01/03/2018
REG. NO. 42162

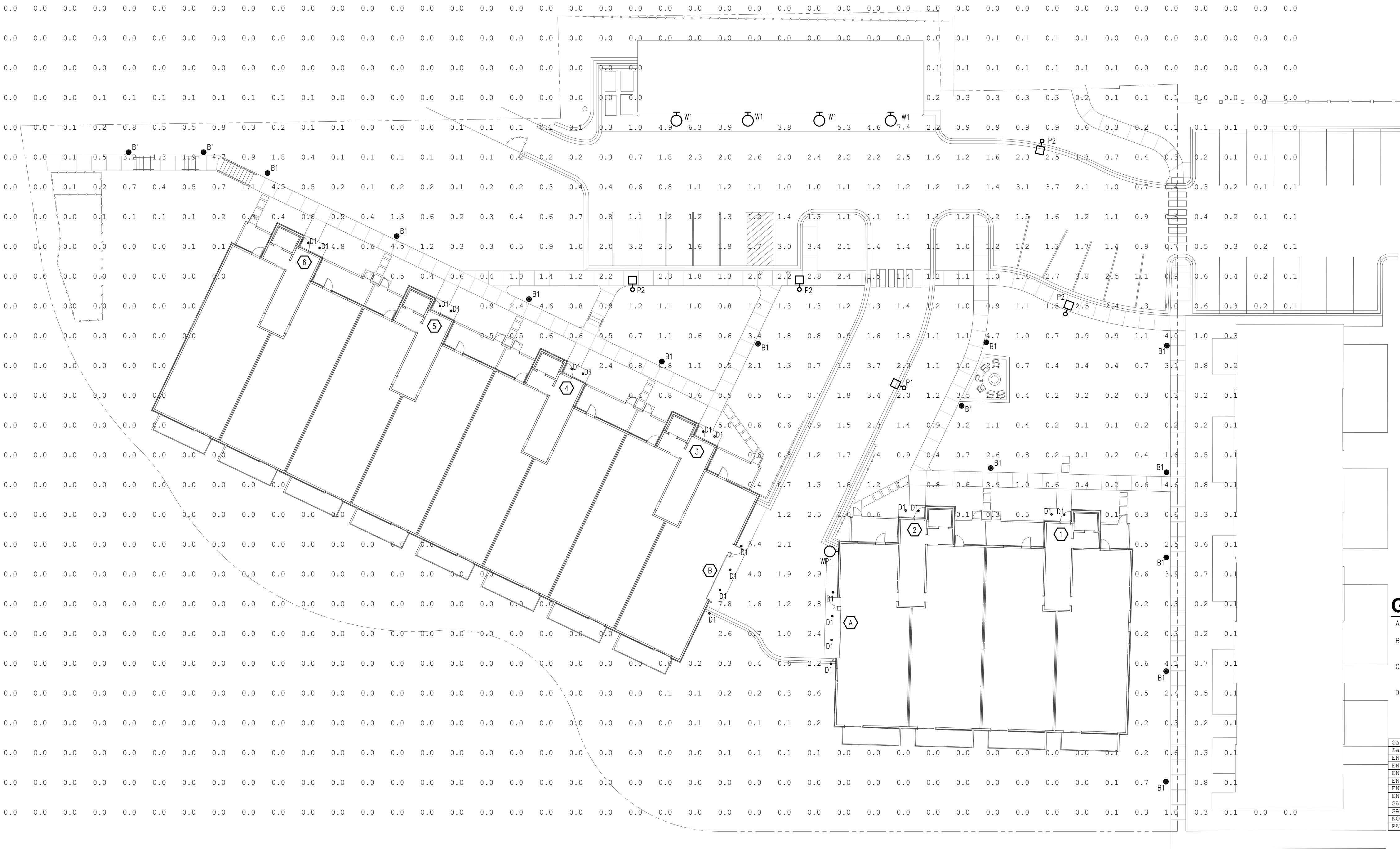
aune fernandez
landscape
architects

LAKESIDE at LYNDALE GARDENS
THE CORNERSTONE GROUP
RICHFIELD, MN

REVISIONS

CITY SITE PLAN REVIEW	04/14/2018
RESUBMITTAL	
DATE ISSUED : 04/14/2018	
JOB NO.	
FILE NAME	

L2.0



GENERAL NOTES

- A. REFER TO SHEET E0.2A, FOR FIXTURE SCHEDULE AND BOLLARD/POLE BASE DETAIL.
- B. LIGHTING LEVELS SHOWN ARE MAINTAINED. LIGHT LOSS FACTOR OF 0.90 WAS USED TO ACCOUNT FOR DIRT AND LUMEN DEPRECIATION.
- C. ALL EXTERIOR FIXTURES SHALL BE CONTROLLED VIA PHOTOCELL. CONTROL STRATEGY EMPLOYED SHALL COMPLY WITH MN ENERGY CODE.
- D. ENTRANCE STATISTICS ARE TAKEN WITHIN A RADIUS OF 5' OF THE ENTRANCE. PRIMARY ENTRANCES INDICATED BY

Calculation Summary - Lyndale Gardens						
Label	CalcType	Units	Avg	Max	Min	Max/Min
ENTRANCE 1	Illuminance	Fc	9.14	10.6	6.6	1.61
ENTRANCE 2	Illuminance	Fc	9.22	10.7	6.7	1.60
ENTRANCE 3	Illuminance	Fc	9.26	10.7	6.5	1.65
ENTRANCE 4	Illuminance	Fc	9.26	10.7	6.5	1.65
ENTRANCE 5	Illuminance	Fc	9.25	10.7	6.5	1.65
ENTRANCE 6	Illuminance	Fc	9.21	10.7	6.4	1.67
GARAGE ENTRANCE A	Illuminance	Fc	7.77	8.9	5.2	1.71
GARAGE ENTRANCE B	Illuminance	Fc	7.43	8.9	5.2	1.71
NORTH PROPERTY LINE	Illuminance	Fc	0.11	0.8	0.0	N.A.
PARKING LOT	Illuminance	Fc	1.54	3.8	0.3	12.67

1 SITE PLAN - PHOTOMETRIC
SCALE: 1" = 20'-0"



CERMAK RHOADES
ARCHITECTS
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P 651.225.8623 F 651.225.8720
WWW.CERMAKRHOADES.COM

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Signed

DATE

REG. NO.

NOT FOR
CONSTRUCTION

SITE PLAN - PHOTOMETRIC
LAKESIDE AT LYNDALE GARDENS
THE CORNERSTONE GROUP

REVISIONS

DATE ISSUED 04/20/2018

JOB NO. 4144.0000

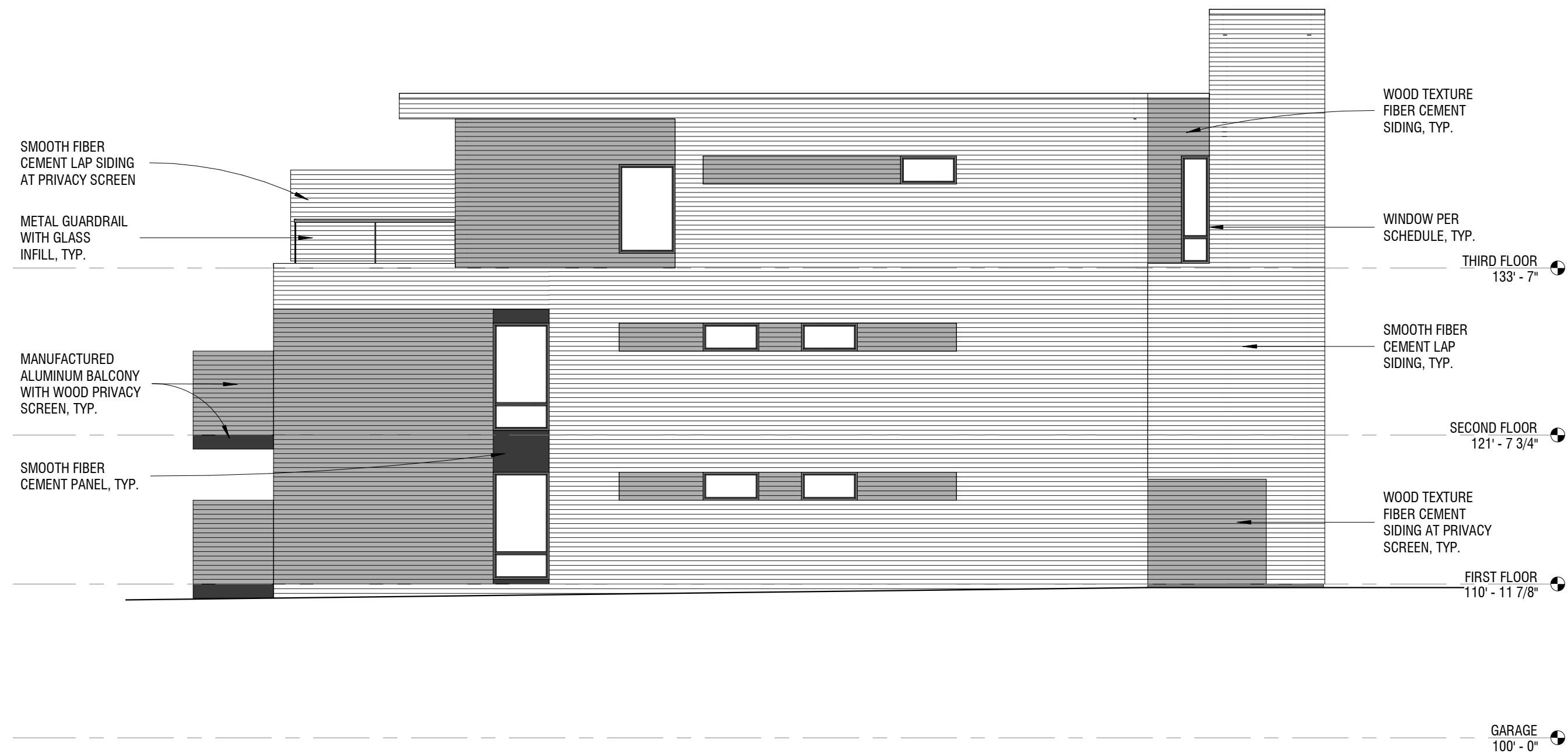
E0.2



4 WEST ELEVATION - BUILDING A
1/8" = 1'-0"



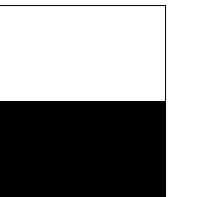
3 SOUTH ELEVATION - BUILDING A
1/8" = 1'-0"



2 EAST ELEVATION - BUILDING A
1/8" = 1'-0"



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



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Signed:

Printed Name:	Approver
Date:	12/19/09
License No:	Approver

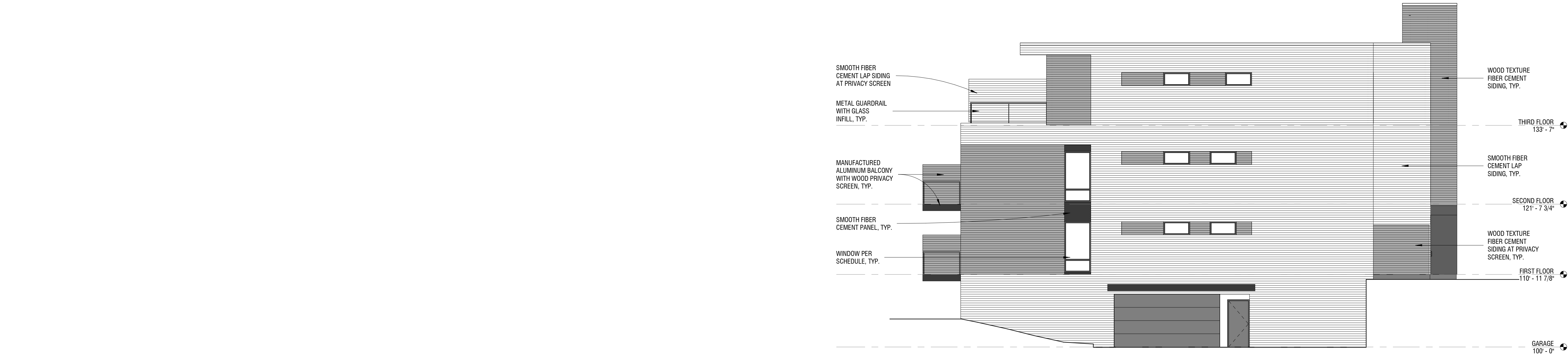
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CONSTRUCTION

EXTERIOR ELEVATIONS - BUILDING A
LAKESIDE AT LYNDALE GARDENS
THE CORNERSTONE GROUP

Revisions:

Date issued:	04-20-18
Job No:	1709

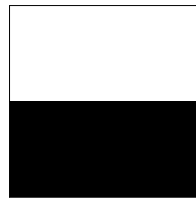
A4.1



2 EAST ELEVATION - BUILDING B
1/8" = 1'-0"



1 NORTH ELEVATION - BUILDING B
1/8" = 1'-0"



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Printed Name: Approver

Date: 04/19/18

License No: Approver

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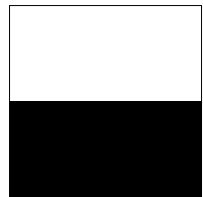
EXTERIOR ELEVATIONS - BUILDING B
LAKESIDE AT LYNDALE GARDENS
THE CORNERSTONE GROUP

Revisions:

Date issued: 04-20-18

Job No: 1709

A4.2



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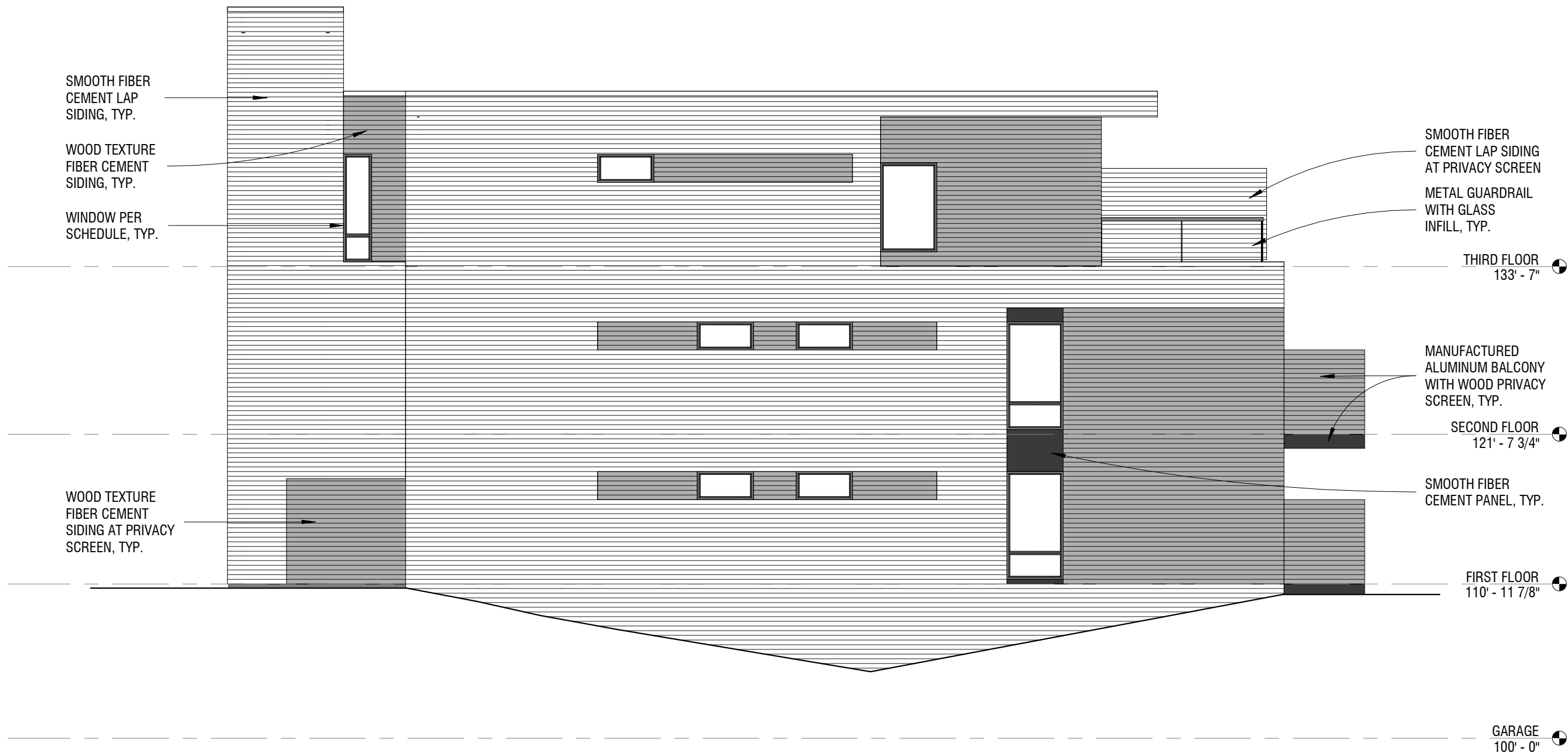
Signed:	
Printed Name:	Approver
Date:	04/19/18
License No:	Approver

NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS - BUILDING B
LAKESIDE AT LYNDALE GARDENS
THE CORNERSTONE GROUP

Revisions:	
Date issued:	04-20-18
Job No:	1709

A4.3



2 WEST ELEVATION - BUILDING B
1/8" = 1'-0"



1 SOUTH ELEVATION - BUILDING B
1/8" = 1'-0"



VIEW OF SOUTH/LAKE-FACING ELEVATION



LAKESIDE AT LYNDALE GARDENS
Cornerstone Group
04.20.2018

CERMAK RHOADES ARCHITECTS

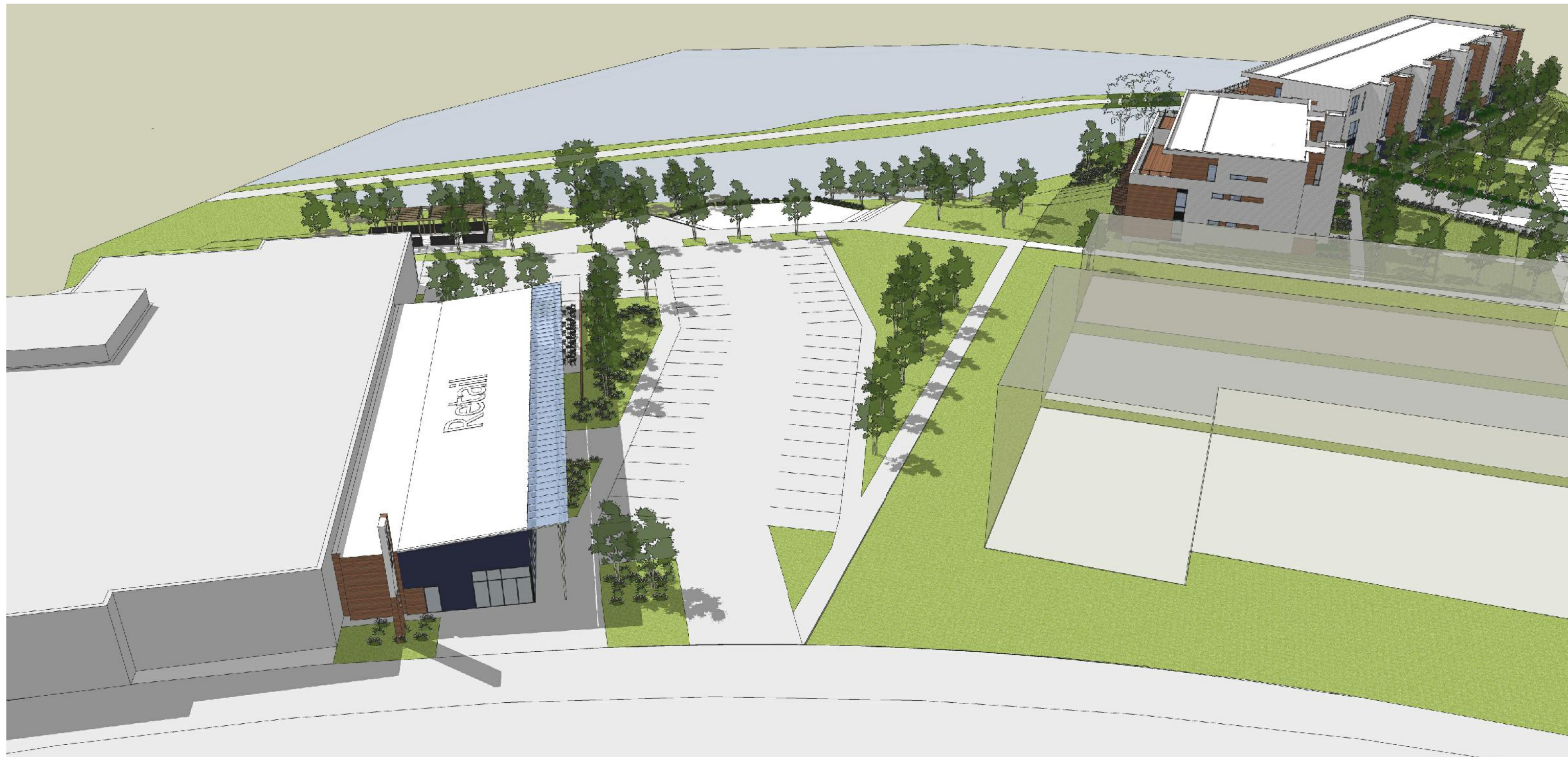


VIEW OF NORTH-FACING ELEVATION



LAKESIDE AT LYNDALE GARDENS
Cornerstone Group
04-20-18

CERMAK RHOADES ARCHITECTS



OVERHEAD VIEW FROM LYNDALE LOOKING WEST



LAKESIDE AT LYNDALE GARDENS
 Cornerstone Group
 05.14.2018

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VIEW FROM LYNDALE LOOKING WEST TOWARD AMPHITHEATER



LAKESIDE AT LYNDALE GARDENS
Cornerstone Group
05.14.2018

CERMAK RHOADES ARCHITECTS



VIEW FROM ALDRICH LOOKING SOUTH



LAKESIDE AT LYNDALE GARDENS
Cornerstone Group
05.14.2018

CERMAK RHOADES ARCHITECTS



LYNDALE
GARDENS
APARTMENTS
PLANNING & ZONING
APPLICATION

RICHFIELD, MN
MAY 14, 2018

DJR ARCHITECTURE, INC.
333 WASHINGTON AVE. N
UNION PLAZA, SUITE 210
MINNEAPOLIS, MN 55401

PROJECT DATA

SITE AREA: 58,400 SF

APARTMENTS:
4 stories – 48'-4"
66 Units

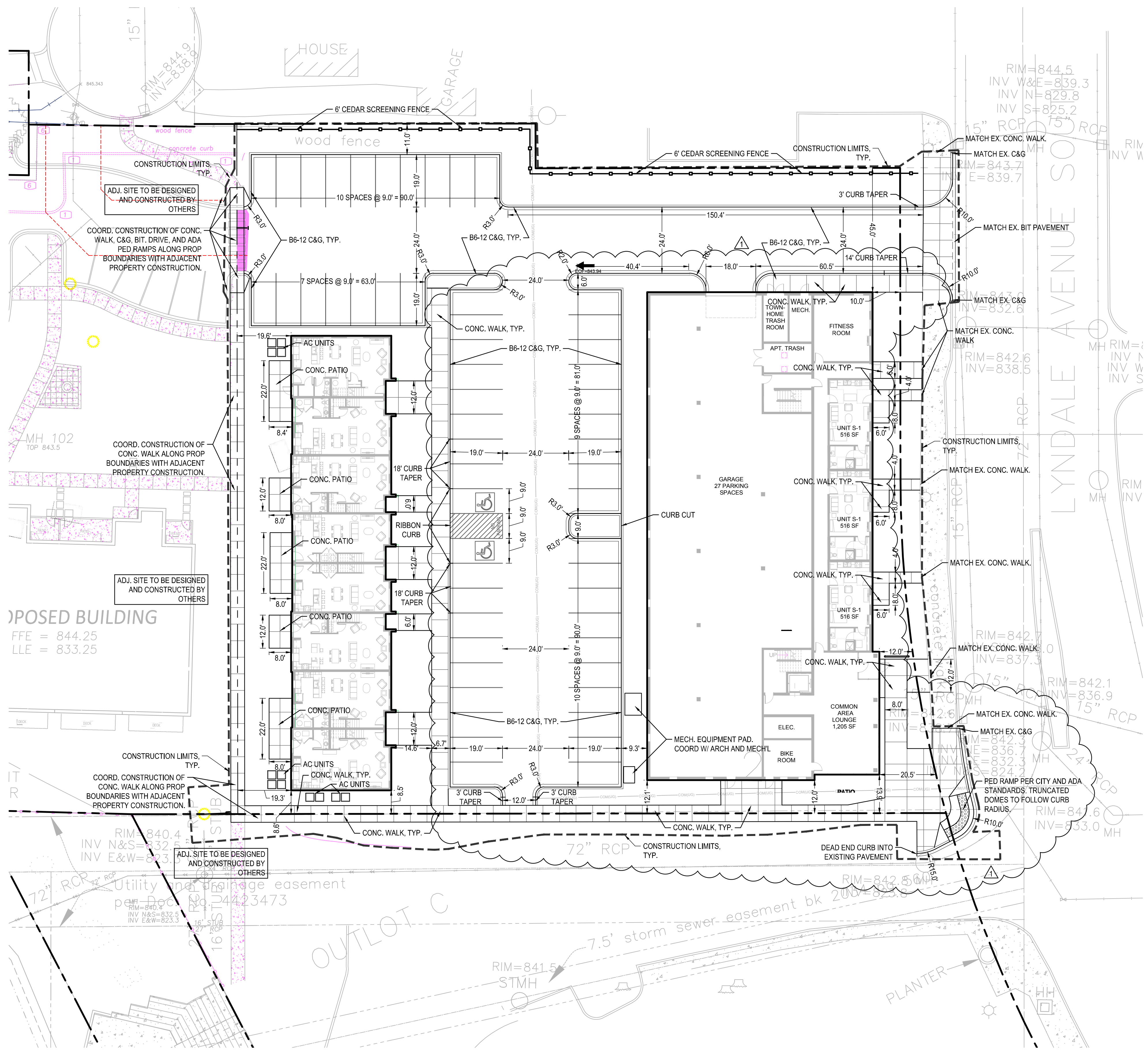
Building Gross Area	
Level 1 (including garage)	14,468 sf
Level 2	12,918 sf
Level 3	12,918 sf
Level 4	12,918 sf
Gross Area with Garage	53,222 sf

TOWNHOMES:
2 stories – 24'-3 3/4"
8 Units – 6 - 3 BD and 2 - 2BD

Building Gross Area	
Level 1	5,852 sf
Level 2	5,824 sf
Gross Area	11,676 sf

Parking Provided	
Total Indoor Parking Spaces	27 spaces
Total Outdoor Parking Spaces	55 spaces
Grand total:	82 spaces

PROJECT
INFORMATION



SITE LAYOUT NOTES:

1. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
3. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
4. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
5. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
6. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
7. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING. FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
8. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
9. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
10. SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
11. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL REFER TO FINAL PLAN FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
13. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
14. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
15. ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
16. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
17. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.

CITY OF RICHFIELD SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC NOTES.

SITE AREA TABLE:

	EXISTING CONDITION		PROPOSED CONDITION	
BUILDING COVERAGE	6,247 SF	10.7%	20,238 SF	34.7%
ALL PAVEMENTS	45,039 SF	77.1%	26,419 SF	45.2%
ALL NON-PAVEMENTS	7,114 SF	12.2%	11,743 SF	20.1%
TOTAL SITE AREA	58,400 SF	100.0%	58,400 SF	100.0%
IMPERVIOUS SURFACE				
EXISTING CONDITION	51,286 SF	87.8%		
PROPOSED CONDITION	46,657 SF	79.9%		
DIFFERENCE (EX. VS PROP.)	-4,629 SF	-7.9%		

OPERATIONAL NOTES:

SNOW REMOVAL:

ALL SNOW SHALL REMOVAL SHALL OCCUR ON SITE IN THE LAWN SPACE LABELED ON THE LANDSCAPE PLAN.

TRASH REMOVAL:

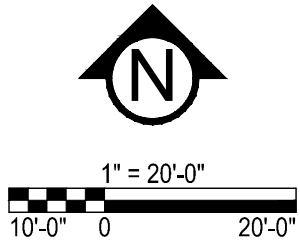
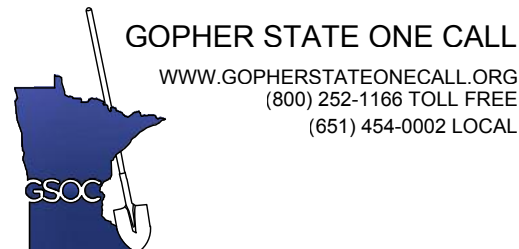
TRASH REMOVAL SHALL OCCUR: AT THE GARAGE ENTRANCE DRIVE, OR BINS WILL BE ROLLED OUT TO THE CURB AREA NEAR THE DRIVEWAY APRON CONNECTING TO LYNDALE.

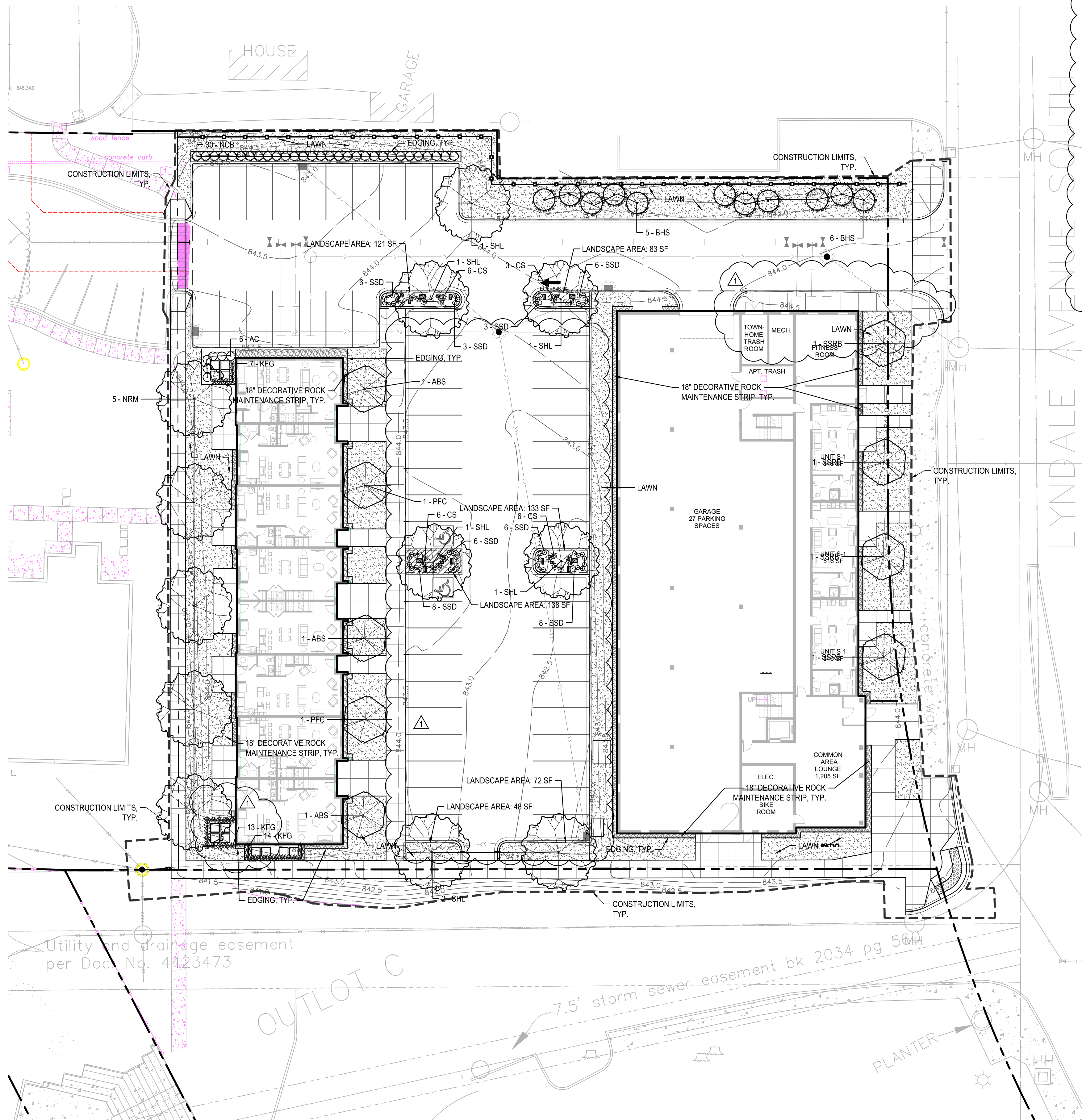
DELIVERIES:

DELIVERIES SHALL OCCUR AT THE GARAGE ENTRANCE DRIVE OF THE WESTERN BUILDING.

SITE PLAN LEGEND:

- [Symbol] LIGHT DUTY BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- [Symbol] CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, SEE DETAIL.
- [Symbol] PROPERTY LINE
- [Symbol] CONSTRUCTION LIMITS
- [Symbol] CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- [Symbol] TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- [Symbol] SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
HC = ACCESSIBLE SIGN
NP = NO PARKING FIRE LANE
ST = STOP
CP = COMPACT CAR PARKING ONLY





PLANT SCHEDULE - ENTIRE SITE

SYM	QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	COMMENTS
DECIDUOUS TREES						
NRM	5	NORTHWOOD RED MAPLE	Acer rubrum 'Northwood'	2.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
SHL	7	SKYLINE HONEYLOCUST	Gleditsia triacanthos 'Skycole'	2.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
SSRB	4	SHILOH SPLASH RIVER BIRCH	Betula nigra 'Shiloh Splash'	2.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
ORNAMENTAL TREES						
PFC	2	PRAIRIEFIRE FLOWERING CRAB	Malus 'Prairiefire'	1.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
ABS	3	AUTUMN BRILLIANCE SERVICEBERRY	Amelanchier x grandiflora 'Autumn Brilliance (tree form)'	1.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
EVERGREEN TREES						
BHS	11	BLACK HILLS SPRUCE	Picea glauca 'Densata'	6' ht.	B&B	STRAIGHT LEADER, FULL FORM
SHRUBS - CONIFEROUS & EVERGREEN						
AC	6	ALPINE CURRANT	Ribes alpinum	24" HT.	CONT.	
NCB	30	NORTHERN CHARM BOXWOOD	Buxus 'Wilson'	24" HT.	CONT.	
PERENNIALS & GRASSES						
KFG	34	KARL FOERSTER GRASS	Calamagrostis x acutiflora 'Karl Foerster'	#1	CONT.	
SSD	36	STELLA SUPREME DAYLILY	Hemerocallis 'Stella Supreme'	#1	CONT.	
CS	21	CARADONNA SALVIA	Salvia x sylvestris 'Caradonna'	#1	CONT.	

LANDSCAPE NOTES:

- WHERE SHOWN, SHRUB & PERENNIAL BEDS SHALL BE MULCHED WITH 4" DEPTH (MINIMUM AFTER INSTALLATION AND/OR TOP DRESSING OPERATIONS) OF SHREDDED CYPRESS MULCH.
- ALL TREES SHALL BE MULCHED WITH SHREDDED CYPRESS MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
- IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
- PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
- UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR ONE (1) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" LAYER TOPSOIL LOAM AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- REPAIR AT NO COST TO THE OWNER IRRIGATION SYSTEM DAMAGED FROM LANDSCAPE CONSTRUCTION ACTIVITIES.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.

LANDSCAPE CALCULATIONS:

PROPOSED LANDSCAPE:

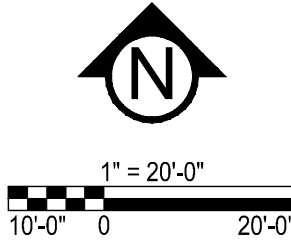
1 TREE/ 2500 SF OF DEVELOPABLE LANDSCAPING AREA
58,400 SF / 2,500 = 23 TREES REQUIRED
SEE PLANT SCHEDULE

1 SHRUB/1000 SF OF DEVELOPABLE LANDSCAPING AREA
58,400 SF / 1,000 = 58 SHRUBS REQUIRED
SEE PLANT SCHEDULE

LEGEND

- SEED TYPE 1 - MNDOT 34-262 WET PRAIRIE, PER MNDOT SEEDING MANUAL SPECIFICATIONS (2014)
- SEED TYPE 2 - MNDOT 35-221 DRY PRAIRIE GENERAL, PER MNDOT SEEDING MANUAL SPECIFICATIONS (2014)
- 1" DIA. DECORATIVE ROCK MAINTENANCE STRIP OVER FILTER FABRIC, SAMPLES REQUIRED. PROVIDE EDGING AS SHOWN ON PLAN
- 1" DIA. DECORATIVE ROCK MULCH, SAMPLES REQUIRED. PROVIDE EDGING AS SHOWN ON PLAN
- SHREDDED CYPRESS MULCH, SAMPLES REQUIRED. PROVIDE EDGING AS SHOWN ON PLAN
- SOD
- PROPOSED CANOPY & EVERGREEN TREE SYMBOLS - SEE SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED PERENNIAL PLANT SYMBOLS - SEE SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- DECORATIVE BOULDERS, 18"-30" DIA.

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Matt Pavlek 783-213-3844 Pat Sarver 852-250-2003

DJR
ARCHITECTURE, INC.
333 Washington Ave N, Suite 210
Minneapolis, Minnesota 55401
612.676.2700 www.djr-arc.com

LYNDALE GARDENS

LYNDALE AVENUE, RICHFIELD, MN

THE CORNERSTONE GROUP INC

5324 OLIVER AVENUE SOUTH, MINNEAPOLIS, MN 55419

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
DATE 04/20/18 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
04/20/18	PLANNING & ZONING APPLICATION

REVISION SUMMARY	
DATE	DESCRIPTION
5/14/18	ARC REVISION 1

PROJECT NUMBER: 18079

LANDSCAPE PLAN

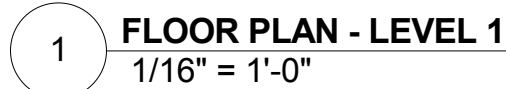
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Richfield, MN
May 14, 2018

FLOOR PLANS



**LYNDALE GARDENS
APARTMENTS**

Richfield, MN
May 14, 2018

18-017.00

FLOOR PLANS





2 WEST EXTERIOR ELEVATION
1/8" = 1'-0"



1 EAST EXTERIOR ELEVATION
1/8" = 1'-0"

LYNDALE GARDENS APARTMENTS

Richfield, MN
May 14, 2018

18-017.00

EXTERIOR ELEVATIONS



4 NORTH EXTERIOR ELEVATION
1/8" = 1'-0"



3 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"

LYNDALE GARDENS APARTMENTS

Richfield, MN
May 14, 2018

18-017.00

EXTERIOR ELEVATIONS



4 NORTH ELEVATION - TOWNHOMES
1/8" = 1'-0"



3 SOUTH ELEVATION - TOWNHOMES
1/8" = 1'-0"



2 WEST ELEVATION - TOWNHOMES
1/8" = 1'-0"



1 EAST ELEVATION - TOWNHOMES
1/8" = 1'-0"



OVERALL BUILDING - VIEW LOOKING TOWARDS THE SOUTHWEST



**LYNDALE GARDENS
APARTMENTS**

Richfield, MN
May 14, 2018

18-017.00

RENDERINGS



**LYNDALE GARDENS
APARTMENTS**

Richfield, MN
May 14, 2018

18-017.00

RENDERINGS

OVERALL BUILDING - VIEW LOOKING TOWARDS THE NORTHWEST



**LYNDALE GARDENS
APARTMENTS**

Richfield, MN
May 14, 2018

18-017.00

TOWNHOME FRONT ENTRIES

RENDERINGS

Summary

Please find attached our submission documents for the redevelopment of the former Lyndale Garden Center property, the property currently containing the addresses 6330-6346 Lyndale Ave South and 6328 Aldrich Ave South (PID: 28-028-24 11 0012). The legal description for the properties noted above and in the Lyndale Gardens addition are Lot 1 Blk 1 (PID: 28-028-24 11 089), Lot 2 Blk 1 (28-028-24 11 0090), and Outlot C (28-028-24 14 0371).

The development will involve a new plat for the properties which is included in the attached documents. The parcels will be identified by the proposed use of the property and also by lots and blocks. The for-sale/condo parcel (Lot 1, Block 1), the apartment parcel (Lot 2, Block 1), and the retail parcel (Lot 3, Block 1). For the proposed redevelopment, we are asking to rezone the 6328 lot that we purchased in August in order for it to be added to the condo parcel. The remainder of the properties are currently zoned as Planned Mixed Use (PMU).

Zoning. Existing = PMU, LDR (6328 Aldrich) Proposed = PMU.	Gross Floor Area. Existing = N/A Proposed = Condos, 73,020; Apartment, 53,222; Townhomes, 11,396; Retail, 6,400
Parcel Size. Existing divisions (Square Feet): Lot 1, Block 1 = 105,573 Lot 2, Block 1 = 66,647 Outlot C = 8,108 6328 Aldrich = 5,723 Proposed parcels: Lot 1, Block 1 = 79,717 Lot 2, Block 1 = 58,514 Lot 3, Block 1 = 47,856	Building Envelope SF. Existing = N/A Proposed = Condos, 45,130 + below grade; Apartment, 26,286; Townhomes, 15,651; Retail, 6,616.
Total Parking spaces. Grand total = 198 Condo = 73 total (42 underground, 13 surface, 8 detached garage) Apartment/Townhome = 82 total (27 indoor, 55 surface) Retail = 63	Number of Floors. Existing = N/A Proposed = Condos, 4 (3 above grade); Apartment 4, ; Townhomes, 2; Retail, 1.
Handicap parking. Grand total = 10 Condo = 2 underground, 1 surface Apartment/Townhome = 2 indoor, 2 surface Retail = 3	Number of Employees. Existing = N/A Condos, Apartments = 2-4 Retail = TBD
Use of Property. Existing = Vacant Proposed = Multi-family residential @ 138,231 SF Retail @ 47,856 SF	Multi-Family Projects, number of units. Grand total = 104 Condos, 30; Apartments, 66; Townhomes, 8.

Ownership

The 6328 Aldrich property is owned by The Cornerstone Group, Inc. The remaining properties listed above are owned by Lyndale Gardens LLC. Colleen Carey is owner and president of both companies.

Proposed use

The proposed use of the condo parcel will be 30 for sale condominiums. The mix of units will be: 8 - 1 bedroom (~1400SF), 16 - 2 bedroom (~1400SF) and 6 - 3 bedroom (~2500SF) units. Current designs show 42 underground parking spaces, with an additional 13 surface spaces and 8 in a proposed exterior parking structure. The total of 63 spaces would bring the project to an average of just over 2 spaces per unit.

The apartment parcel will feature 66 rental apartments and 8 rental townhomes. Apartment mix will be 57 studios (~450SF) and 9 - 1 bedroom (~700SF). Townhomes will include 6 - 3 bedroom units (~1470SF) and 2 - 2 bedroom units (~1260SF). Amenities will be shared amongst all units and will consist of a large commons area with a patio, two fitness rooms and a bike storage and repair station. Total parking is 82 spaces or 1.24 per unit.

The retail site proposal includes a single story commercial building directly north of Lakewinds co-op and 63 parking spots. The approximately 6400 SF building would be divided into 2-4 retail/office spaces.

Schedule

The for-sale condo and the apartment projects have a projected construction start date of Autumn 2018. It is estimated that the duration of the construction will be 10-12 months, leading to a proposed completion date sometime in the summer of 2019.

The retail project construction will commence once a tenant or tenants have been identified. It would be our goal to begin construction in the Spring or Summer of 2019. Depending on the tenant and primary use of the space, construction would take between 9 and 18 months.

Easements

The site is subject to a number of easements, which are listed on the attached document, Exhibit A.

Impact

Adjacent properties are:

- Northern boundary = Single and multi-family residential.
- Western boundary = City owned shoreline, Stormwater management ponds, Richfield Lake.
- Eastern boundary = Lyndale Avenue.
- Southern boundary = Lakewinds Natural Food Cooperative.

The below sections regarding the *Comp plan amendment* and the *Richfield Lake shoreline* each speak to the positive effect we hope our project will have on our neighbors and adjacent properties.

Overall, we feel like the project will bring much more life, light and vitality to an area that has been vacant for a long time. In speaking to neighbors, they are hopeful that our project will bring a sense of greater security to the area that has become a vacant space where loitering is a reality and vandalism and littering are common.

Adding to this vitality is the vision for a space that has access and connectivity. It will bring a higher level of pedestrian traffic to the whole area, benefitting all in terms of safety and social health. This increased foot traffic should benefit the local businesses close to the development. The apartment developer expects to improve the streetscape along Lyndale Avenue. The street level of the apartment building includes active use common areas and residential units with front entries, which provide access directly to the street and contribute to public safety. In addition, there will be an outdoor patio, sidewalk lighting and attractive landscaping to enhance the pedestrian experience along this section of Lyndale Avenue. Finally, the apartment developer is proposing a new bus shelter just north of the current access point to the property at 64th and Lyndale Avenue.

Each of the buildings is thoughtfully placed in a way that should minimize any shadowing effect on the single family residential homes north of the proposed development areas. The height of the tallest building will be the 4-story apartment building, which is one story less than The Cornerstone Group's previously approved site concept. Plus, the proposed apartment building is now along Lyndale Avenue and will have little to no impact on the single family homes.

The site will continue to provide easy access to the Richfield Lake Amphitheater public space as well as the walking paths around the lake. Please see Exhibit B for a site map that shows access points to the site and adjacent properties.

Lakewinds co-op should gain more customers from having neighbors directly to the north of their business as they already have from the scheduled music events at the Richfield Lake Amphitheater.

Comprehensive Plan Amendment Narrative

Due to the above proposed uses, we feel that our development will require a comp plan amendment. The following demonstrate our arguments for the requested amendment.

The Cornerstone Group and Northbay Companies (collectively the developers) are requesting an amendment to the current comprehensive plan density requirements. A Mixed Use District in the Richfield area currently requires residential densities of 50+ units per acre. However, our project (with a combination of apartments, townhomes and condominiums) is estimated to have a density of about 33 units per acre. There are many reasons that our concepts and designs do not reach the required density as well as some ideas that will be proposed to show that the lower density in many ways, will be beneficial and more appropriate for the site and the surrounding neighborhoods.

The mixed use development site in question is the former Lyndale Garden Center between the eastern shore of Richfield Lake and Lyndale Ave S. This site is unique in many ways. Some of the challenges that are limiting how we can use the site as well as the ability to maximize density are as follows:

1. High water table. Many parts of the site, especially close to Richfield Lake, have a high water table, which makes underground construction unfeasible and/or very costly.

2. Poor soils and debris. Debris and garbage from the Highway 62 construction project was buried on the site in the 1960's. Between depths of approximately 4 ft and 14ft, the percentage of construction debris, contamination and garbage is extremely high. This makes the construction on the site challenging and very expensive. As noted in point one, underground construction, especially the parking required for higher density projects is not feasible.
3. Lake Setback. Richfield Lake has a setback from the OHWL of 75ft. Due to the high amount of shoreline, the setback decreases the buildable area of the site by more than 20%. Again, this works against the maximization of density.
4. Area rents. One of the reason that higher costs of construction and site work are not feasible is due to the lack of high rent units available in the surrounding area to make a direct comparison required from lenders and financial support agencies. Without these comps, it is not possible to justify the higher rents that would be required to make up for the higher construction costs.

Besides the above reasons that make higher density construction challenging, there are at least two arguments to be made that a lower density project would be more appropriate for this are of Richfield.

1. Transitional density. The City of Richfield is currently proposing some new language in the Comp Plan that would allow lower densities at the edges of the mixed use districts. Although this isn't in place yet, the intent of the language and description of the effected area (66th and Lyndale) match up perfectly with the Lyndale Gardens mixed use development. The general idea is that between a high density area and a residential area, there would be a transitional area where lower densities would be appropriate. The entire northern boundary of the development site is bordered by a single family, residential neighborhood where such a transition would be beneficial to the existing homeowners.
2. Lake classification. A final consideration, is the current development classification of Richfield Lake. The DNR currently has the lake classified as "Recreational Development". This classification lists the appropriate density around this type of lake to be between 3 and 25 dwellings per mile of shoreline.

Richfield Lake Shoreline

One feature of the condo parcel is that it borders shoreline property owned by the City of Richfield. We feel that it is to our advantage to proactively think about how we may partner with the city to improve the shoreline.

To date, we have performed the following activities that have contributed to an improved natural environment and lakeshore.

-Environmental clean up work ongoing. To date, 18,000+ tons of contaminated soils have been removed from the housing development site including 235 tons of asbestos removed from an area near the lakeshore.

-Less impervious surface. Previously, about 80% of site was paved. Post development, 50 percent or more of the site will be green space.

Our plans for the site would include the following goals that will improve the natural environment further. All plans for parts of the shoreline that are owned by city would have to be approved and completed in a collaborative manner.

- Erosion control measures and management of run-off waters will mean less debris, sediment, trash ending up in the water.
- Clean up and removal of trash and debris from the former garden center.
- Cooperative restoration of shoreline and a reintroduction of native plants in harmony with current efforts and strategies employed by the City and the DNR.
- Removal of invasive and diseased plants and the preservation of existing trees wherever possible.
- Protection of habitats for birds and the introduction of new bird habitats.

Pedestrian Access

For reference, please see Exhibit B for a map of access points to and from the property.

A goal of the redevelopment of the former Lyndale Gardens Center involved public use and pedestrian access. The Cornerstone Group has already installed a bridge that connects the Lakewinds Co-op and the Richfield Lake Amphitheater with existing walking paths in order to provide a direct connection to the southern portion of the site.

Our plans will show intentional connections to both Lyndale Ave and the neighborhood to the North of the property. In order to connect the Amphitheater and Richfield Lake walking paths to Lyndale Avenue, a sidewalk will be installed for direct pedestrian access. The site will also have sidewalk connections to both Aldrich Ave S and Bryant Ave S. The Bryant Ave connection will act as the northern connection point to the Richfield Lake walking paths, creating a full loop on the site.

Document submitted by:

Lawrence Black, Project Manager - The Cornerstone Group. 612-991-8372
Colleen Carey, President - The Cornerstone Group. 952-484-6857

EXHIBIT A

List of easements

1. Doc. Nos. 2928405 and 2917948. Utility and drainage easements. City of Richfield.
2. Document No. T4423473. Utility and drainage easements. City of Richfield, filed September 6, 2007.
3. Document No. T5109577. Easement for drainage, utilities and driveway access. Lakewinds Natural Foods Cooperative, filed August 23, 2013.
4. Document No. T5109576. Easement for party wall of Coop. Lakewinds Natural Foods Cooperative, filed April 23, 2013.
5. Document No. T5163361. Declaration for maintenance of Outlots B and C. City of Richfield, filed April 7, 2014.
6. Document No. T5377266. Conditional Use Permit for Outlot B. City of Richfield, filed September 2, 2016.
7. Document No. T5382874. Easement regarding access to and parking for Outlot B. Lyndale Gardens LLC. September 19, 2016.

Pedestrian Access Map



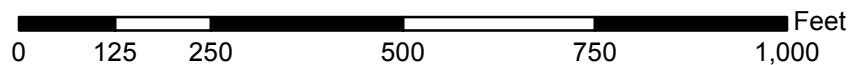
LYNDALE GARDENS - CP RZN PUD 6/2018

Zoning Designations



- 500 ft. notification area
- Lyndale Gardens Site
- 6328 Aldrich Ave - property to be rezoned

Zoning:
 PMU - Planned Mixed Use
 C-2 - General Commercial
 MR-3 - High Density Residential
 R - Single Family Residential



LYNDALE GARDENS - CP RZN PUD 6/2018

Comprehensive Plan Designations



- 500 ft. notification area
- Lyndale Gardens Site
- 6328 Aldrich Ave - property to be re-guided

0 125 250 500 750 1,000 Feet

Comprehensive Plan:
 MIXED - Mixed Use
 CC - Community Commercial
 MHD - Medium-High Density Residential
 LDR - Low Density Residential





STAFF REPORT NO. 100
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director
6/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the lease agreement between the City of Richfield and ETS Elite South Central, LLC for use of the space formerly occupied by Hat Trick Hockey to conduct physical training programs.

EXECUTIVE SUMMARY:

The Richfield Ice Arena has become the home of Minnesota's newest Tier 2 Junior Hockey Team, the Minnesota Magicians. To accommodate the team, the City has constructed an additional locker room to Rink 1 and the Magicians have been renting this space. To further accommodate the team, the 1,900 square-foot area of the Arena that was formerly occupied by Hat Trick Hockey was converted into a training facility for ice sport athletes and leased to the team on October 15, 2014. On April 15, 2017, the space was subleased to Surge Sports Training LLC, a private company that conducts sports training services to the Minnesota Magicians and other users of the Richfield Arena. That lease expired on April 14, 2018. An experienced training company, ETS Elite South Central, LLC, has stepped forward and will resume use of the space for the same purpose.

Highlights of the Lease Agreement are as follows:

- **Rent** - \$1,350 per month for the first 12 months of lease term, \$1,425 per month for the next 12 months of the lease term and \$1,500 per month for the remaining 12 months of the lease period.
- **Term** - The term of the Lease Agreement shall commence on September 1, 2018, and shall terminate on August 31, 2021.
- **Use of Leased Premises** - The Leased Premises shall be used only for training purposes for individuals and groups including strength conditioning, aerobic conditioning, skill development and other ice sports training activities, and other activities as the City may authorize from time to time.
- **Taxes** - Hennepin County officials have reviewed the attached lease and have determined use of the leased premises are not subject to property taxes because the leased premises will not operate as a training center for the general public such as a private health club.
- **Utilities** - The Team will pay a prorated share of electric and gas utilities for the lease space.
- **Insurance** - ETS Elite South Central will be required to carry general liability insurance as set forth in Article V.

RECOMMENDED ACTION:

By motion: Approve the lease agreement between the City of Richfield and the ETS Elite South

Central, LLC for use of the space formerly occupied by Hat Trick Hockey to conduct physical training programs.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- At a study session on April 18, 2013, staff presented a proposal to construct a number of building improvements at the Ice Arena including the construction of a dedicated locker room, training area, lobby expansion and exhibit area/classrooms to accommodate the new team and larger crowds. Cost estimates for all these improvements were initially estimated at about \$1,961,960 not including parking lot expansion and related storm water retention that would be triggered by building code due to the magnitude of the amount of improvements made to the Arena. When adding the cost of parking lot and storm water retention improvements, it was later concluded that the cost to fund these improvements over a fifteen-year bond term would far exceed the amount of anticipated additional revenue the new improvements would help generate to pay the annual bond payments. As a result, the proposal to proceed with lobby, classroom and training facility expansion was abandoned.
- City Council approved a contract with Derau Construction Company on November 12, 2013 in the amount of \$510,900 to construct an attached locker room to Rink 1 as a stand-alone project. This contract did not include architectural design costs or contingency.
- The estimated final cost of the new locker room is \$625,478 including design cost and contingency.
- The Minnesota Magicians played their first home game on September 19, 2013. An ordinance amendment was approved by Council on August 28, 2013 to temporarily allow a properly licensed food establishment to sell 3.2 percent malt liquor beverages at the Richfield Arena for the remainder of the Magician's first season.
- State Representative Linda Slocum and Senator Melissa Wicklund sponsored and introduced a bill for special legislation to sell strong beer and wine at the Richfield Arena. The Minnesota State Legislature enacted this bill earlier this year.
- The Richfield City Council approved a rental agreement between the City and the Magicians on September 9, 2014, for use of the newly constructed locker room.
- The lease with Hat Trick Hockey was terminated on March 31, 2014 by default. The 1,900 square-foot area of the Arena that was formerly occupied by Hat Trick Hockey was converted into a training facility for ice sport athletes and leased to the team on October 15, 2014. On April 15, 2017, the space was subleased to Surge Sports Training LLC, a private company that conducts sports training services to the Minnesota Magicians and other users of the Richfield Arena. That lease expired on April 14, 2018.

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

- The City Council considers and executes these types of agreements for the City.

C. CRITICAL TIMING ISSUES:

- Minor modifications to the space (at the lessors cost) are needed before the space is used on September 1, 2018.

D. FINANCIAL IMPACT:

- ETS Elite South Central, LLC is required to provide it's own equipment.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the agreement.

ALTERNATIVE RECOMMENDATION(S):

- City Council may reject the agreement and renegotiate with ETS Elite South Center, LLC.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Kris Weiby, Facilities Manager

ATTACHMENTS:

Description	Type
 Arena Traning Facility Lease	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into effective as of this 12th day of June, 2018, by and between the City of Richfield, a Minnesota municipal corporation, whose address is 6700 Portland Ave, Richfield, Minnesota 55432 ("Landlord") and ETS Elite South Central, LLC, a Minnesota limited liability company, whose registered address is 741 Mount Curve Chase, Hudson, WI 54016 with a mailing address of 741 Mount Curve Chase, Hudson, WI 54016 ("Tenant").

WITNESSETH:

ARTICLE I - GRANT AND TERM

1.1 LEASED PREMISES. In consideration of the rents, covenants and agreements herein reserved and contained as the part of Tenant to be performed, Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord the Leased Premises located at 636 East 66th Street, Richfield, Minnesota, hereto (hereinafter referred to as the "Leased Premises"), subject to the terms and conditions of this Lease.

1.2 TERM. The term of this lease and Tenant's obligation to pay rent hereunder shall commence on September 1st, 2018 and shall run until August 31, 2021. This term does not automatically renew or extend.

1.3 EXTENSION PERIOD. Tenant may provide to Landlord Tenant's written notice of intent to extend the term of this Lease given to Landlord at least ninety (90) days prior to the expiration of the initial term of this Lease, August 31st, 2021, in which event the term of this Lease shall be extended for a period of (12) months from and after September 1, 2021 at a minimum rent equal to \$1,500 per month payable on the 1st day of each month during such extension period. All other terms and conditions of this Lease shall apply to such extension period

1.4 USE OF COMMON AREAS. Tenant shall have the non-exclusive right to use the entry ways, stairs, hallways, and restrooms of the Leased Premises. Employees of the Tenant shall have the non-exclusive right to use the parking areas of the Leased Premises. Use by Tenant of the parking areas of the Leased Premises for over 15 guests or invitees of the Tenant shall be subject to the prior written approval of the Landlord. Use of the public areas of the Leased Premises shall be subject to such rules and regulations for use of such areas as may be established from time to time by the Landlord.

1.5 ACCESS TO TRAINING CENTER. Tenant, its employees, and invitees shall have access to the Leased Premises during all business hours established by Landlord for the facility. There will be no access to the Leased Premises during non-business hours to employees and/or invitees of Tenant. The Landlord may exclusively use the Leased Premises four times per year for special events. Scheduling of the events is in the sole discretion of the Landlord. Landlord may perform cleaning, maintenance and improvement projects throughout the Leased Premises.

Landlord may prohibit access to the Leased Premises during such time if the Landlord believes providing access may create a safety concern or may cause damage within the Leased Premises, Tenant will be given no less than 30 days' notice of such Landlord use events. Additionally, Tenant, upon Tenant's request, will be provided keys for access to the Leased Premises. Tenant shall make no more keys than are provided by Landlord. If Tenant loses keys that were provided by the Landlord, Tenant will be charged \$50 per key lost and \$50 per lock.

ARTICLE II - RENT

2.1 RENT. During the term hereof Tenant agrees to pay to Landlord "minimum rent" for the Leased Premises as follows:

<u>Monthly Rental Rate</u>	<u>Monthly Rental Period</u>	<u>Payment Due Date</u>
\$1,350	September 1 to September 30, 2018	September 1, 2018
\$1,350	October 1 to October 31, 2018	October 1, 2018
\$1,350	November 1 to November 30, 2018	November 1, 2018
\$1,350	December 1 to December 31, 2018	December 1, 2018
\$1,350	January 1 to January 31, 2019	January 1, 2019
\$1,350	February 1 to February 28, 2019	February 1, 2019
\$1,350	March 1 to March 31, 2019	March 1, 2019
\$1,350	April 1 to April 30, 2019	April 1, 2019
\$1,350	May 1 to May 31, 2019	May 1, 2019
\$1,350	June 1 to June 30, 2019	June 1, 2019
\$1,350	July 1 to July 30, 2019	July 1, 2019
\$1,350	August 1 to August 31, 2019	August 1, 2019
\$1,425	September 1 to September 30, 2019	September 1, 2019
\$1,425	October 1 to October 31, 2019	October 1, 2019
\$1,425	November 1 to November 30, 2019	November 1, 2019
\$1,425	December 1 to December 31, 2019	December 1, 2019
\$1,425	January 1 to January 31, 2020	January 1, 2020
\$1,425	February 1 to February 29, 2020	February 1, 2020
\$1,425	March 1 to March 31, 2020	March 1, 2020
\$1,425	April 1, to April 30, 2020	April 1, 2020
\$1,425	May 1 to May 31, 2020	May 1, 2020
\$1,425	June 1 to June 30, 2020	June 1, 2020
\$1,425	July 1 to July 31, 2020	July 1, 2020
\$1,425	August 1 to August 31, 2020	August 1, 2020
\$1,500	September 1 to September 30, 2020	September 1, 2020
\$1,500	October 1 to October 31, 2020	October 1, 2020
\$1,500	November 1 to November 30, 2020	November 1, 2020
\$1,500	December 1 to December 31, 2020	December 1, 2020
\$1,500	January 1 to January 31, 2021	January 1, 2021
\$1,500	February 1 to February 28, 2021	February 1, 2021
\$1,500	March 1 to March 31, 2021	March 1, 2021
\$1,500	April 1 to April 20, 2021	April 1, 2021

\$1,500	May 1 to May 31, 2021	May 1, 2021
\$1,500	June 1 to June 30, 2020	June 1, 2021
\$1,500	July 1 to July 31, 2020	July 1, 2021
\$1,500	August 1 to August 31, 2021	August 1, 2021

Rental payments are payable in advance prior to the first (1st) day of each month as indicated above, without deduction or set-off, commencing September 1, 2018.

2.2 FIRST PAYMENT. The total amount due for the first payment of minimum rent is \$1,325 which is due no later than September 1st, 2018.

2.3 ADDITIONAL RENT. Any other charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease other than minimum rent shall be designated as "additional rent". Failure of Tenant to pay "additional rent" shall give Landlord the right to declare an event of default. Invoices for additional rent will be provided by Landlord to Tenant at the conclusion of each calendar year quarter during the Term of this lease.

2.4 RENT DELINQUENCIES. Should the Tenant, for any reason whatsoever, fail to pay, when the same is due and payable, any "minimum rent", and/or "additional rent" and should said rent not be paid within ten (10) days of due date, Tenant shall pay a late penalty of \$50. An additional charge of \$50 will take place for every 30 days the payment is late after the first of the month.

2.5 TAXES, ASSESSMENTS, AND OTHER CHARGES. In addition to other charges identified in this agreement, the Tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Tenant's property, the Leased Premises, or any activity of the Tenant. Should it be determined that the interest of the Tenant in this agreement is taxable, and should any tax be levied, the Tenant shall pay such tax. Upon request by the Landlord, the Tenant shall provide proof of such payment.

ARTICLE III - USE OF PREMISES

3.1 TENANT'S USE. During the term of this Lease, the Leased Premises shall be used solely for the purpose of Athletic Training and administrative purposes for the Tenant and for no other purpose without prior written consent of Landlord.

3.2 COMPLIANCE WITH LAWS AND REGULATIONS.

(a) Tenant covenants and agrees that at all times during the term hereof it will maintain and conduct its business insofar as the same relates to the occupancy of the Leased Premises in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental and/or quasi-governmental laws, rules, regulations and orders, as well as any and all applicable provisions of insurance underwriters of insurance of the Leased Premises or of the Leased Premises.

(b) Tenant hereby agrees to operate its business in accordance with the Americans with Disabilities Act (ADA), codified at 42 U.S. sections 12101 et seq. Among other requirements

that may apply to the Leased Premises, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers in order to allow access by disabled persons and to provide auxiliary aids and services for hearing, vision or speech impaired persons. Detailed regulations can be found at 28 C.F.R. Part 36.

3.3 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease contained, the Tenant affirmatively covenants and agrees as follows:

- (a) Tenant shall neither permit or suffer or conduct activities creating noise or other nuisance in, on or about said Leased Premises to annoy or disturb any person occupying premises in close proximity or common areas;
- (b) Tenant shall keep the Leased Premises, including all service and/or loading areas for the Leased Premises, free from all litter, dirt and obstructions;
- (c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through entrances designated for such purpose by Landlord;
- (d) Tenant shall keep said Leased Premises clean and in the sanitary condition required by ordinance and regulations of any governmental or quasi-governmental unit having jurisdiction;
- (e) Tenant shall neither permit nor suffer the Leased Premises, or the walls, ceilings or floors thereof to be endangered by overloading;
- (f) Tenant shall not use or permit the Leased Premises to be used for any purpose or purposes other than that set forth in Section 3.1 hereof;
- (g) Tenant will control its employees, guests and invitees to prevent drunken, unruly or obnoxious behavior.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 TENANT'S MAINTENANCE AND REPAIRS. Tenant agrees that, from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the term hereof, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Premises including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Premises; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; partitions, and all other fixtures, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents but shall be responsible for any repair or damage caused by the negligence of the Tenant, its employees, guests, invitees or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders or regulations as a result of Tenant's use and or occupancy of the Leased Premises. In the event Tenant is required

to make improvements or alterations under the preceding sentence, Tenant may elect to terminate this Lease on 30 days' prior written notice unless Landlord is willing to assume responsibility for payment of expenses related to such improvement. Any and all such repairs, alterations or improvements shall require prior approval of the Landlord. Landlord may inspect the Leased Premises to insure Tenant's compliance with the above and foregoing requirements. Tenant accepts the Leased Premises as being in good and sanitary order, condition and repair.

4.2 SURRENDER OF PREMISES. At the expiration or termination of this Lease, Tenant shall surrender the Leased Premises in the same condition as existed on the commencement date of this Lease, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Premises, except trade fixtures, shall become a part of the Leased Premises and shall become the property of Landlord. Further, within ninety (90) days prior to the expiration of the term, Landlord shall during reasonable business hours, have the right to show the Leased Premises to third parties for the purpose of again leasing same. Landlord shall schedule appointments with Tenant to show the Leased Premises to third parties, giving at least 48 hours' notice and, to the extent reasonably possible, scheduling such appointments to avoid any disruption to Tenant's business.

ARTICLE V - TENANT LEASE RESPONSIBILITIES

5.1 RESPONSIBILITIES. Tenant shall procure a liability insurance policy on the Leased Premises in the minimum amounts of \$ 2,000,000 aggregate and \$ 1,000,000 per occurrence and shall name Landlord as an "additional insured" thereunder and shall provide Landlord with a certificate thereof.

Tenant shall comply with all applicable City of Richfield ordinances.

ARTICLE VI – UTILITIES and MAINTENANCE

6.1 SUPPLY OF UTILITY CHARGES. Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of electricity, water, sewer, or gas furnished by reason of any change, requirement, act, neglect or omission of the public utility serving the Leased Premises or for any reason not attributed to Landlord.

6.2 INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE. Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, unavailability of employees, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, Acts of God or any other happening beyond the reasonable control of the Landlord. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability therefore.

6.3 CUSTODIAL SERVICE, GARBAGE AND REFUSE COLLECTION. All garbage and refuse shall be kept in closed bags/containers and shall be placed in the exterior containers designated for such purpose.

6.4 TELEPHONE SERVICE AND INTERNET ACCESS. The Tenant may use its own telephone system provided it does not result in any structural alterations to the Leased Premises or other area within the Leased Premises, or cause any unreasonable disruption of telephone, computer, or electronic services provided to other tenants or occupants of the Leased Premises. The Tenant may use the Landlord's WIFI system free of charge as long as it's not used for Point of Sale purposes. The Tenant must obtain its own WIFI system if using it for Point of Sale methods.

ARTICLE VII - ALTERATIONS AND TENANT IMPROVEMENTS

7.1 ALTERATIONS. Tenant may, from time to time during the term of this Lease, make, at its own cost and expense, any alterations or changes in the interior of the Leased Premises in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord's consent where required, all in accordance with this Article. Upon completion of such alterations, Tenant shall present Landlord a copy of the endorsement to Tenant's fire and extended coverage insurance policy which endorsement shall incorporate said alterations into the policy. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Premises that could result in attachment to the Leased Premises or to the Leased Premises of mechanics or materialmen's liens without securing payment and performance bonds for such work in a form satisfactory to Landlord.

7.2 NOTICE TO LANDLORD. Prior to the initiation of any material alterations (i.e., alterations the cost of which exceed \$5,000.00), Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change at the Leased Premises. Tenant shall provide Landlord, upon request with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's determination. If Landlord determines that the proposed work would create a structural or design change, then the same must be approved in writing by Landlord prior to the commencement of any work or the delivery of any materials therefor.

7.3 LEASED IMPROVEMENTS. All fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of paragraphs 7.1 and 7.2.

7.4 SIGNS. No signs, advertisements, placards, or notices shall be placed or painted on any part of the Leased Premises or the Leased Premises without the prior written authorization of Landlord.

ARTICLE VIII - DESTRUCTION AND RESTORATION

8.1 DAMAGE. If a significant portion of the Leased Premises shall be damaged or destroyed by any casualty, Landlord shall have the option to rebuild or to terminate this Lease. If the Leased Premises cannot be repaired and restored within ninety (90) days from the date of the damage, then the Landlord has the right to terminate this Lease from the date of such damage or destruction by giving a notice to the Tenant. If due to such damage or destruction, Tenant is unable to use the Leased Premises for 30 days, Tenant shall have the right to terminate this Lease by giving Landlord written notice. The obligation to pay rent shall cease as of the date of the casualty and shall not commence again until and unless the space is made ready for occupancy.

ARTICLE IX – WAIVER AND INDEMNITY

9.1 WAIVER AND INDEMNITY.

(a) Landlord and its officers, council members, mayor, and employees shall not be liable to Tenant, or those claiming by, through or under Tenant, for any damage or claims, however caused, arising from loss or damage to books, records, computer or other electronic equipment, data or media, files, artwork, money, securities, negotiable instruments or papers, or any other personal property in the Leased Premises or Leased Premises, the interruption in the use of any cellular or wireless communication devices or the interruption in the use of the Leased Premises, any fire, robbery, theft, assault, or any other casualty, any leakage or bursting of pipes or water vessels or any roof or wall leakage or other water damage, in any part or portion of the Leased Premises or Leased Premises and Tenant hereby releases Landlord from liability with respect thereto.

(b) Tenant shall indemnify, defend (at Landlord's request and with counsel approved by Landlord) and hold Landlord and its officers, council members, mayor, and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorneys' fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from: (a) any injury, loss or damage to the person or property of Tenant, any other tenant in the Leased Premises, or to any other person rightfully in the Leased Premises (i) occurring in or about the Leased Premises, or (ii) caused by the negligence or misconduct of Tenant or any of its representatives, employees, visitors, guests or other associated parties, or (iii) resulting from the violation of the provisions of this Lease by Tenant or its employees; (b) any loss or damage, however caused, to books, records, computer or other electronic equipment, data or media, files, artwork, money, securities, negotiable instruments or papers in the Leased Premises; or (c) any loss or damage resulting from interference with or obstruction of deliveries or access to or from the Leased Premises. The covenants set forth in this Section shall survive the expiration of the Lease and any earlier termination thereof.

ARTICLE X - TENANT'S DEFAULT

10.1 EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any installment of rent, or other charges provided herein, or any portion thereof and the same shall remain unpaid after the fifteenth (15th) day of the month; provided, however, that Tenant shall not be in default under this paragraph 10.1(a) until five days after Landlord has given written notice to Tenant of default by reason of failure to make timely payment of rent; or
- (b) Tenant shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in the Leased Premises or shall vacate or abandon Leased Premises. Tenant will be deemed to have vacated, closed or abandoned the Leased Premises if it fails to conduct its business on the Leased Premises during regular working hours for a period of more than thirty (30) consecutive business days without prior written authorization of Landlord; or
- (c) Tenant shall do or permit to be done anything that creates a lien upon the Leased Premises; and does not cause said lien as to Landlord's interest in the property to be released within ten (10) days after written notice from Landlord; or
- (d) Any representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease, by Tenant or any guarantor, shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
- (e) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure any failure within thirty (30) days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance.

10.2 LANDLORD'S REMEDIES. Upon the occurrence of any of the above listed events of default, Landlord may elect to: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as re-entry; or (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to exercise any other right or remedy. Notwithstanding any provision to the contrary contained herein, Landlord shall have an affirmative duty, and shall take all reasonable steps, to mitigate its damages in the event of a default by Tenant.

In the event of election under (2) above to terminate Tenant's right to possession only, Landlord may, at Landlord's option, proceed to demand possession by notice and proceeding under the Unlawful Detainer Law of Minnesota, Minnesota Statutes Chapter 504B, and take and hold

possession thereof without such proceeding or entry into possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay the rent hereunder for the full term. Without limiting the foregoing, in other words, under an election under alternative (2), Tenant shall remain liable for all remaining rent under the Lease for the remaining term of the Lease (subject to offset for amounts actually received by Landlord upon reletting the Leased Premises), but Tenant shall no longer be entitled to any rights of possession of the Leased Premises. Upon re-entry Landlord may remove all personal property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. Upon and after entry into possession without termination of Lease, Landlord shall use reasonable efforts to relet the premises, or any part thereof for the account of Tenant, to any other person, firm or corporation, for such rent and other charges for such time and upon such terms as Landlord, in Landlord's sole subjective discretion shall determine, but Landlord shall not be required to accept any potential tenant offered by Tenant or to observe any instruction given by Tenant about such reletting. Landlord may make repairs or redecorate the premises to the extent deemed by the Landlord necessary or commercially reasonable. Notwithstanding any action of possession or re-entry into the Leased Premises by the Landlord as permitted in this Article, or termination of this Lease as permitted under this Article, it is stipulated and agreed that Tenant shall remain liable to Landlord for damages for breach of this Lease and of Tenant's covenants hereunder in an amount equal to the total of the following:

- (a) All fixed minimum rent, additional rent, late charges, additional rent payable for and otherwise, and any and all charges payable by Tenant hereunder or under other agreements with the Landlord due for the period prior to the date of termination of this Lease or re-entry but unpaid, together with additional late charges from the due date until paid; PLUS
- (b) All costs and expenses incurred by Landlord in connection with re-entry and repossession of the Leased Premises, the repair, renovation, remodeling, or redecoration thereof to the state required by this Lease upon termination, or as may be necessary for reletting, and any brokers' commissions, attorneys' fees, and other charges incurred in connection therewith or in connection with reletting the Leased Premises, including attorneys' fees, expended in the collection of rents; PLUS
- (c) A sum equal to the present value of all rents that would have been payable hereunder after the date of termination or re-entry for the balance of the term of this Lease had the Lease not been terminated or re-entry made, together with interest thereon at the rate of two percent (2%) per annum in excess of the prime rate as quoted by U.S. Bank National Association to its best customers, or the highest rate permitted by law, whichever is less from due date until paid, PROVIDED THAT, in the event the Leased Premises is relet (which reletting shall in no event relieve or release Tenant of or from liability for damages hereunder) for all or any part of the balance of the original term hereof then, for each month during such reletting for which Landlord receives net avails of such reletting, Tenant shall be entitled to a credit against its liability to Landlord for such month

in an amount equal to such net avails, and PROVIDED FURTHER that, in lieu of damages set forth in the foregoing provisions of this Section, Landlord may waive such foregoing provisions and elect, by written notice to Tenant within ninety (90) days after termination or re-entry, to receive forthwith as liquidated damages for such breach, in addition to the amounts specified above, a sum equal to fifteen percent (15%) of the rents that would have been due and payable for the portion of the balance of the term of the Lease from the date of early termination or re-entry through the final lease year.

10.3 COSTS, EXPENSES AND ATTORNEYS' FEES. If one party is required to seek legal counsel for collection or to commence litigation or another dispute resolution proceeding in order to enforce the covenants and agreements of this Lease, the party prevailing in such collection, litigation or dispute resolution proceeding shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorney's fees.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 HOLDING OVER. If either party terminates this Lease Agreement and in the event that Tenant continues to occupy the Leased Premises after the expiration of the term of this Lease hereof without entering into a new Lease hereof said tenancy shall be construed to be a "tenancy from month to month" upon all of the other terms and conditions herein contained, except where same are not applicable, and except that the rental during such holdover period shall be the then current "minimum rent" plus fifty percent (50%) thereof and all "additional rent" shall continue to be paid.

11.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by this Lease. Subsequent change shall not be binding unless reduced to writing and signed by the parties hereto.

11.3 INVALIDATION OF PARTICULAR PROVISIONS. If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause, term or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.

11.4 PROVISIONS BINDING, ETC. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and legally appointed representative, respectively, of the Landlord and the Tenant. Each term

and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.

11.5 The Tenant will be able to utilize the City's outgoing mail drop.

11.6 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Lease.

11.7 NOTICES. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U.S. Mail whichever shall first occur. Notice shall be addressed to:

Landlord: CITY OF RICHFIELD
636 EAST 66TH STREET
RICHFIELD, MN 55423
Attn: Recreation Services Director

Tenants: ETS Elite South Central, LLC
741 Mount Curve Chase
Hudson, WI 54016

Attn: _____

or to any other address as shall be designated by written notice.

Where in this Lease a certain number of days from date of notice to a given action is specified, unless the specific provision otherwise states, the days shall be counted as follows: The first calendar day shall be excluded and the last day shall be included, unless the last day is a Saturday, Sunday or legal holiday, in which event the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

11.8 HEADINGS. The heading, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for ready reference purposes.

11.9 PRONOUNS. As utilized in this Lease, the "singular" pronouns shall include the "plural", and the "masculine" shall include the "feminine" and the "neuter" and vice versa, unless a contrary intent specifically appears.

11.10 ASSIGNMENT AND SUBLETTING.. Tenant may not assign this Lease or sublet any portion of the Leased Premises without first obtaining the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. In no event may Tenant assign this Lease or sublet any portion of the Leased Premises if Tenant is in default of any of its obligations under this Lease. No assignment by Tenant shall relieve Tenant of any obligation under this Lease, and Tenant shall remain fully liable hereunder. Any attempted assignment by Tenant in violation of the terms and covenants of this section shall be void. Any consent by Landlord to a particular assignment shall not constitute Landlord's consent to any other or

subsequent assignment, and any proposed assignment by a subtenant of Tenant shall be subject to the provisions of this section as if it were a proposed assignment by Tenant.

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

LANDLORD: CITY OF RICHFIELD

BY: _____
City Manager

BY: _____
Recreation Services Director

BY: _____
Mayor

TENANTS: ETS Elite South Central, LLC

BY: _____
Ryan Englebert
ITS: President/Chief Manager



STAFF REPORT NO. 101
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
6/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution appointing Whitney Bain and Kristen Lindquist to the Board of Directors of the Richfield Tourism Promotion Board, Inc.

EXECUTIVE SUMMARY:

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

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

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

Brian Kuffel no longer works at Candlewood Suites, leaving the Board position vacant. Whitney Bain, General Manager of Candlewood Suites has asked to be appointed to the Board. Ms. Bain has been General Manager for Candlewood Suites for seven years and transferred in December from Denver, Colorado to be the General Manager of the Candlewood Suites in Richfield. She studied Natural Resource Recreation and Tourism during college and in the past she interned with Disney World resorts with their college program in Lake Buena Vista.

Adam Selby no longer works at Four Points by Sheraton, leaving the Board position vacant. Kristen Lindquist, General Manager of the Four Points by Sheraton has asked to be appointed to the Board. Ms. Lindquist began her career in hospitality 14 years ago, as a front desk agent, working her way through the ranks of the front office and night audit; later to become Assistant Controller and now in her current position as General Manager. She has had the pleasure of working for companies such as Wyndham, Starwood Legacy, and Marriott.

RECOMMENDED ACTION:

By motion: Adopt a resolution appointing Whitney Bain and Krisen Lindquist to the Board of Directors of the Richfield Tourism Promotion Board, Inc.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- This information is contained in the Executive Summary.

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

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

C. CRITICAL TIMING ISSUES:

- Two Board positions are currently vacant, so the RTPB Board does not have a quorum and is unable to conduct their regular business. These Board positions should be filled immediately in order to continue the operations of the RTPB.

D. FINANCIAL IMPACT:

- There is no cost to the City.

E. LEGAL CONSIDERATION:

- The appointments conform to City ordinance and bylaws of the RTPB.

ALTERNATIVE RECOMMENDATION(S):

- The City Council could decide not to make this appointment to the RTPB and direct staff how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
□ Resolution		Resolution Letter

RESOLUTION NO.

RESOLUTION APPOINTING REPRESENTATIVES TO THE BOARD OF DIRECTORS OF THE RICHFIELD TOURISM PROMOTION BOARD, INC.

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

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

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

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

WHEREAS, the term of the following hotel representatives are vacant and new representatives have indicated a desire to be appointed to the Richfield Tourism Promotion Board:

- **Whitney Bain**, General Manager of Candlewood Suites
- **Kristen Lindquist**, General Manager of Four Points by Sheraton

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

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

- **Whitney Bain**, General Manager of Candlewood Suites, term ending December 31, 2018.
- **Kristen Lindquist**, General Manager of Four Points by Sheraton, term ending December 31, 2018.

Adopted by the City Council of the City of Richfield, Minnesota, this 12th day of June, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 102
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
6/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of the adoption of a resolution providing host approval for the issuance of tax-exempt revenue bonds by the City of Bethel for the benefit of Partnership Academy.

EXECUTIVE SUMMARY:

Partnership Academy is currently a K-5 charter school that first opened its doors in 2002. The school began with a student body of around 100, predominantly African-American students from South Minneapolis and Richfield. The student body has grown to its current size of approximately 300 students and shifted to be over ninety-percent Latino, drawing from Richfield, Bloomington, and South Minneapolis.

The purpose of the issuance of the tax-exempt revenue bonds is to finance the acquisition of approximately 1.79 acres of land located at 6500 South Nicollet Avenue, the demolition of existing buildings, and the construction and equipping of an approximately 40,022 square foot facility for use as a public charter school that will allow for the expansion of their program to a pre-kindergarten through eighth grade program.

Partnership Academy originally approached the City of Richfield for the issuance of the tax-exempt revenue bonds; however, the City of Richfield did not have the capacity to issue bank-qualified bonds for Partnership Academy this year.

Subsequently, the City of Bethel agreed to issue the tax-exempt revenue bonds on behalf of Partnership Academy. Because the project to be financed is located in the City of Richfield, prior to issuance of the tax-exempt revenue bonds by the City of Bethel, the City of Richfield must hold a public hearing and provide host approval in order to satisfy state law and tax law requirements.

Finally, the bonds will not constitute a general or moral obligation of the City of Richfield and will not be secured by the full faith and credit or taxing powers of the City of Richfield. In the event the Partnership Academy encounters financial difficulties, no assets or revenues of the City of Richfield will be available to pay the principal or interest on the tax-exempt revenue bonds.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Adopt a resolution authorizing the City of Bethel to issue tax-exempt revenue bonds on behalf of Partnership Academy.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Because the project to be financed is located in the City of Richfield, prior to the issuance of the tax-exempt revenue bonds by the City of Bethel, the City of Richfield must hold a public hearing and provide host approval in order to satisfy state law and tax law requirements.

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

- The City of Richfield was asked to issue the tax-exempt revenue bonds for the benefit of Partnership Academy but did not have the capacity to issue bank-qualified bonds for Partnership Academy this year.

C. CRITICAL TIMING ISSUES:

- N/A

D. FINANCIAL IMPACT:

- If host approval is granted, the tax-exempt revenue bonds will be issued as revenue obligations of the City of Bethel. The tax-exempt revenue bonds will not be an obligation of the City of Richfield. The principal of and interest on the tax-exempt revenue bonds will be payable solely from revenues derived from Partnership Academy. The tax-exempt revenue bonds will not constitute a general or moral obligation of the City of Richfield and will not be secured by the full faith and credit or taxing powers of the City of Richfield. In the event the Project encounters financial difficulties, no assets or revenues of the City of Richfield will be available to pay the principal of or interest on the tax-exempt revenue bonds.
- Providing host approval does not affect the City's bond rating or its ability to issue up to \$10,000,000 in bank-qualified obligations in calendar year 2018.

E. LEGAL CONSIDERATION:

- A notice of public hearing was published in the May 24, 2018, *Sun Current*.

ALTERNATIVE RECOMMENDATION(S):

- The City could decide not to provide host approval.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Gina Fiorini, Kenney & Graven; Representatives from Partnership Academy

ATTACHMENTS:

Description	Type
▣ Resolution	Resolution Letter

CITY OF RICHFIELD, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CONSENTING TO AND APPROVING THE
ISSUANCE BY THE CITY OF BETHEL OF ITS CONDUIT
REVENUE OBLIGATIONS AND TAKING OTHER ACTIONS
WITH RESPECT THERETO**

WHEREAS, the City of Richfield, Minnesota (the “City”) is a home rule charter city and political subdivision duly organized and existing under its Charter and the laws of the State of Minnesota; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), the City is authorized to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance revenue producing enterprises, whether or not operated for profit; and

WHEREAS, Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations; and

WHEREAS, Partnership Academy Association, a Minnesota nonprofit corporation (the “Company”), has requested that the City of Bethel, Minnesota (the “City of Bethel”) issue its revenue bonds, in one or more series, as taxable or tax-exempt obligations (the “Bonds”), in a principal amount not to exceed \$15,000,000, and loan the proceeds thereof to the Company for the purposes of (i) financing the acquisition of approximately 1.79 acres of land located at 6500 South Nicollet Avenue in the City, the demolition of existing buildings thereon, and the construction and equipping of an approximately 40,022 square foot facility thereon (the “Project”) for use as a public charter school for students in pre-kindergarten through eighth grade; (ii) financing capitalized interest during the construction of the Project, if necessary; (iii) funding any required reserves; and (iv) paying costs of issuance of the Bonds; and

WHEREAS, the Project will be owned by the Company and leased to and operated by Partnership Academy, Inc., a Minnesota nonprofit corporation and public charter school (the “School”), pursuant to a lease agreement; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder require that prior to the issuance of the Bonds, the City Council of the City (the “City Council”) consent to the issuance of the Bonds by the City of Bethel after conducting a public hearing thereon preceded by publication of a notice of public hearing (in the form required by Section 147(f) of the Code and applicable regulations) in a newspaper of general circulation within the City at least fourteen (14) days prior to the public hearing date; and

WHEREAS, a notice of public hearing (the “Public Notice”) was published at least fourteen (14) days before the regularly scheduled meeting of the City Council on the date hereof in the *Sun Current*, the official newspaper of and a newspaper of general circulation in the City, with respect to the required public hearing under Section 147(f) of the Code; and

WHEREAS, on the date hereof, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the following: (i) consent to the issuance of the Bonds by the City of Bethel pursuant to the requirements of Section 147(f) of the Code and the regulations promulgated thereunder; and (ii) approval of the issuance of the Bonds by the City of Bethel to finance the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, MINNESOTA, AS FOLLOWS:

1. The City Council finds that it is in the best interest of the City to approve the issuance of the Bonds by the City of Bethel to finance the Project and hereby consents to the issuance of the Bonds by the City of Bethel for the purposes set forth above in an amount not to exceed \$15,000,000.

2. The Bonds are to be issued by the City of Bethel pursuant to the Act. The Bonds will constitute special, limited obligations of the City of Bethel secured solely by revenues derived from the operation of the Project and other security provided by the Company and the School, including but not limited to a mortgage on the land and buildings comprising the Project. The Bonds will not constitute a general or moral obligation of the City or the City of Bethel and will not be secured by any taxing powers of the City or the City of Bethel.

3. The Mayor and the City Manager are hereby authorized and directed to execute and deliver any documents deemed necessary to fulfill the intentions of this resolution.

4. The Mayor and City Manager and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to bond counsel and the original purchaser of the Bonds certified copies of all proceedings and records of the City relating to the approval of the issuance of the Bonds, including a certification of this resolution.

5. The Company will, upon demand, reimburse the City for costs paid or incurred by the City in connection with this resolution.

6. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Richfield, Minnesota this 12th day of June, 2018.

Mayor

ATTEST:

City Clerk



STAFF REPORT NO. 103
CITY COUNCIL MEETING
6/12/2018

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
6/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
6/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the first reading of an ordinance rezoning property at 101 66th Street East (66th Street and 1st Avenue) from Single-family residential to Planned Mixed Use.

EXECUTIVE SUMMARY:

PLH & Associates (Developer) has submitted an application for a planned unit development that includes a 3-story mixed-use building with 31 residential units and approximately 6,000 square feet of commercial space. Along with the application for a planned unit development, the Developer applied to amend the Comprehensive Plan and zoning designations of the property to Mixed Use. On May 22, the City Council voted (5-0) to amend the Comprehensive Plan designation of the property. The Planning Commission conducted a public hearing for the proposed development on April 23 and heard additional public testimony on May 29. Several residents testified at the Planning Commission meetings and submitted email comments in opposition to the change in zoning and the proposed development. The Planning Commission voted (7-0) to recommend approval of rezoning the property and the final development plans, with additional stipulations related to landscaping and parking lot screening along the south and east edges of the property.

This first reading of rezoning is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading; nor does it obligate the Council to approve the specific development plans. The second reading and final development plans will be considered by the Council on June 26, 2018.

RECOMMENDED ACTION:

By motion: Approve a first reading of an ordinance that amends Richfield Zoning Code Appendix I to designate 101 66th Street East as Planned Mixed Use.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Southview Baptist Church vacated the property and began marketing it for sale in 2013.

- The Developer purchased the property in 2016.
- Joint Council/Planning Commission work sessions were held on August 23, 2016, and November 20, 2017.
- An incomplete land use application was submitted in December 2017, but was put on hold at the Developer's request before the administrative review process had begun.
- Plans were re-submitted in March 2018 and staff determined that the application was complete on April 9, 2018.
- The Developer held open house meetings to discuss the proposal with the neighborhood on April 19 and May 14.

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

Comprehensive Plan and Zoning District Designations

The Comprehensive Plan is an expression of the community's vision for the future. Over the past 18 months, the City has been engaging the community to update the Comprehensive Plan. As part of this update, a small area plan for the 66th Street and Nicollet Avenue area was prepared. Given its proximity to the intersection and the fact that it had been vacant for many years, the property at 101 66th Street East was included in the small area study. A market study identifying the types of uses that the area could support was prepared as part of this work. That study indicated that larger format retail, prominent in the Hub Shopping Center, was unlikely to regain prominence due to the migration of this type of retail to freeway corridors. The study also confirmed the strength of the Richfield housing market, indicating that there was an opportunity to build additional higher income multi-family housing in this area. A small amount of office space was also indicated as a possibility for the area, specifically as a complement to new residential buildings in a mixed-use development pattern. Based on the market study and the input of the community, the Comprehensive Plan update designates the site as Mixed Use.

Along with the applications for rezoning and a planned unit development, the Developer applied to amend the Comprehensive Plan designation of the property to Mixed Use. This application for a change to a single parcel can be approved more quickly by the Metropolitan Council than the entire Comprehensive Plan update. On May 22, 2018, the City Council voted (5-0) to approve the Comprehensive Plan amendment. Now that the Comprehensive Plan designation has been changed to Mixed Use, the property can be rezoned accordingly. This first reading is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading.

C. CRITICAL TIMING ISSUES:

- **60-DAY RULE:** The 60-day clock started when a complete application was received on April 9, 2018. The deadline for a decision was extended by an additional 60 days (120 days total). The Council must make a decision by August 7, 2018.
- A second reading of the proposed ordinance is scheduled for June 26, 2018, alongside consideration of other required land use applications.

D. FINANCIAL IMPACT:

- The required application fees have been paid.

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on April 23. Notice of the public hearing was mailed to properties within 350 feet of the proposed development and published in the Sun Current newspaper. A second postcard providing an updated timeline of Planning Commission and City Council meetings was mailed on May 8.
- The Planning Commission recommended approval of the proposed rezoning (7-0).

ALTERNATIVE RECOMMENDATION(S):

- Reject the proposed ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Paul Lynch, PLH & Associates

ATTACHMENTS:

Description	Type
▣ Ordinance - Rezoning	Ordinance
▣ Developer narrative	Backup Material
▣ Planting plan & building visualizations	Backup Material
▣ Site plans	Backup Material
▣ Aerial photos & Zoning Map	Backup Material
▣ Correspondence/comments received	Exhibit

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD
CITY CODE BY REZONING
LOTS 7 AND 8 EXCEPT THE SOUTH 50 FEET
OF THE WEST HALF OF LOT 8,
GOODSPEED'S FIRST PLAT
AS PLANNED MIXED USE (PMU)**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 8, of Appendix I of the Richfield Zoning Code is amended by adding new Paragraph (7) as follows:

(13) M-8 (1st Avenue to Stevens Avenue, South of 66th). Lots 7 and 8 except the south 50 feet of the west half of Lot 8, Goodspeed's First Plat

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

Passed by the City Council of the City of Richfield, Minnesota this 26th day of June, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

March 22, 2018

Matt Brillhart
Associate Planner
Community Development Department
City of Richfield
6700 Portland Avenue South
Richfield, MN 55423

**RE: Project Description and Application Narrative for Planning Consideration
PLH Mixed-Use Development
Richfield, Minnesota**

Matt,

Please consider the following project description and narrative during the review process for the attached Planning & Zoning Application which includes the following types of requests.

- Comprehensive Plan Amendment
- Planned Unit Development (PUD)

All supplemental information required by the application for each of these requests has also been included to provide a comprehensive review.

The subject project area is located near the corner of 1st Avenue South and 66th Street in Richfield, Minnesota (PID No.: 2702824420134), and totals approximately 1.06 acres. Note that the subject project area was divided into four parcels (PID Nos.: 2702824420071, 2702824420069, 2702824420070, and 2702824420073), prior to recently being combined administratively through Hennepin County.

PLH is proposing construction of a new approximate 52,705 square foot mixed-use building and parking areas, which provide 71 stalls between the above ground and lower level parking areas. Additionally, associated site improvements including drive isles, stormwater facilities, landscaping, and utilities are also proposed as part of the development. A preliminary breakdown of the building layout is provided below.

- Lower Level: Underground parking (approximately 33 spaces)
- First Floor: 6,122 SF of commercial tenant space + 5 residential units with community and fitness rooms
- Second Floor: 13 Residential Units
- Third Floor: 13 Residential Units

Per the Richfield Zoning Map, the parcel is currently zoned R1 – Low-Density Single-Family Residential. As part of the PUD, and to accommodate development of the proposed new mixed-use development, we are requesting to rezone the parcels to PMU – Planned Mixed-Use. We are also requesting a Comprehensive Plan Amendment to change the designation of these parcels from Low Density Residential and Public/Quasi-Public to Mixed-Use. In addition to rezoning the parcels as part the PUD, we are also requesting reduced parking requirements, a reduced buffer area along the south property line, and a zero foot setback along 66th Street as indicated on the attached site plans.

The requested PUD combines several unique characteristics of the proposed land use and site to provide a development that is designed in a manner which forms a desirable and unified environment, while meeting the intent of the City's future proposed 2018 Comprehensive Plan by providing a well-designed development that complements the existing and surrounding neighborhood character.

The development as proposed is in conformance with the purpose and intent of the guiding district, which allows for both residential and non-residential land uses to be included in a single PUD district, to provide a balanced mix of higher density residential, commercial, and retail service uses.

As designed, the development promotes efficient use of the land and surrounding resources, including public and utility services. Furthermore, due to the intended use and consistent mix of both residential and retail / commercial traffic flow expected, no traffic impacts to the transportation network, subject property, or neighboring properties, nor excessive burdens to other public facilities are anticipated.

These considerations along with the supplemental information provided within this submittal support approval of the requested Comprehensive Plan Amendment and Planned Unit Development. Please contact me at 952.426.0699 if there is any additional information we can provide in support of this request on behalf of PLH & Associates.

Sincerely,

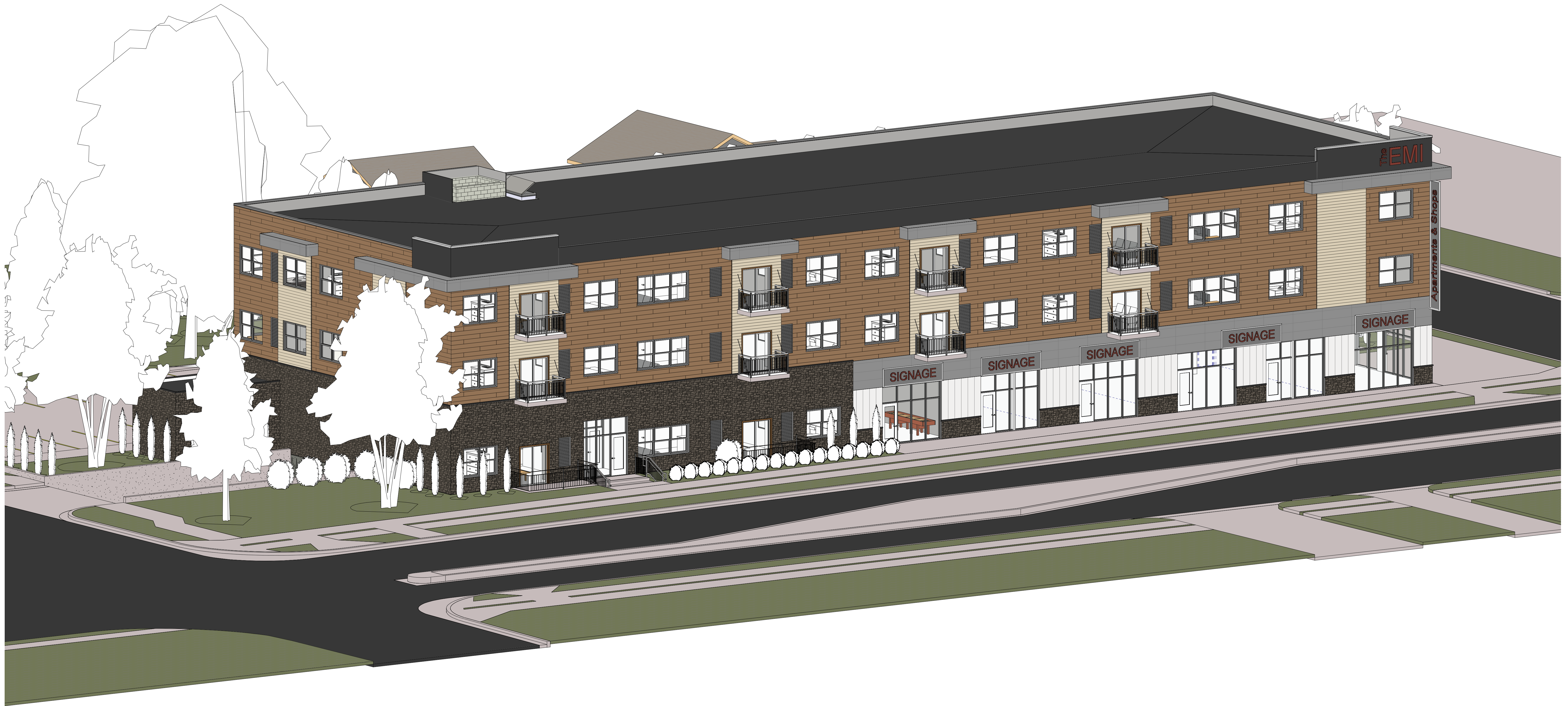


Ryan Anderson
Designer
Civil Engineering Group



PLANTING PLAN





NORTHEAST

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PLH MIXED USE BUILDING

RICHFIELD, MINNESOTA

09/27/17

ISG Project No. 17-20746

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RICHFIELD, MINNESOTA

09/27/17

ISG Project No. 17-20746





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PLH MIXED USE BUILDING

RICHFIELD, MINNESOTA

09/27/17

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PLH MIXED USE BUILDING

RICHFIELD, MINNESOTA

09/27/17

ISG Project No. 17-20746

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EXTERIOR CONCEPTUAL RENDERING

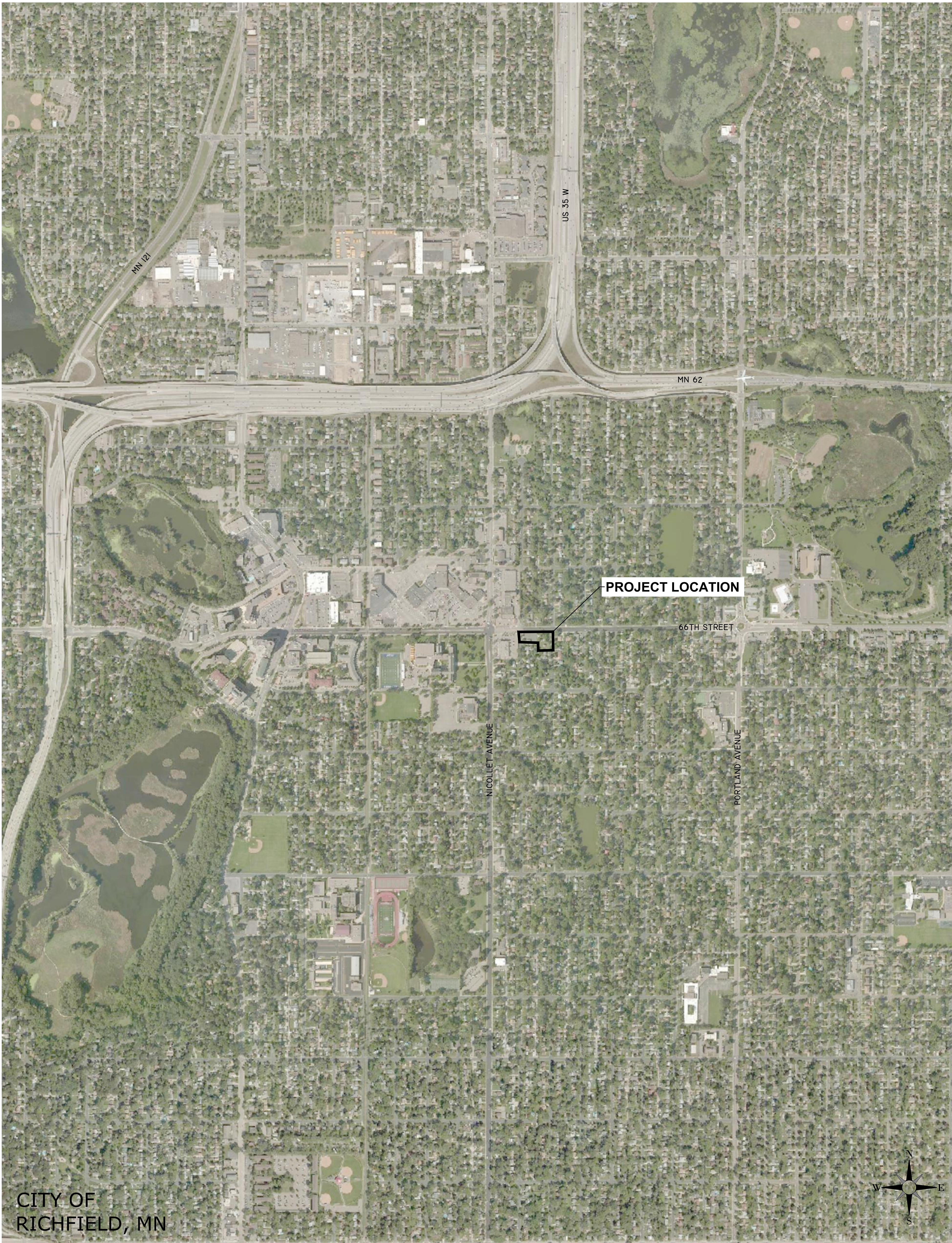
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PLH MIXED USE

Richfield, Minnesota
April 16, 2018
ISG Project No. 17-20746

ISG



LOCATION MAP



SITE PLANS SUBMITTED FOR:
PUD SUBMITTAL

PROJECT ADDRESS / LOCATION:
6600 STEVENS AVENUE SOUTH
RICHFIELD, MN 55423

S27, T28, R24

RICHFIELD, HENNEPIN, MINNESOTA

SITE SUMMARY

PROPOSED ZONING:	PMU, PLANNED MIXED USE
SITE AREA:	0.88 AC.
IMPERVIOUS AREA PROPOSED:	0.72 AC. / 73%
GREENSPACE PROPOSED:	0.26 AC. / 27%
BUILDING COVERAGE PROPOSED:	0.30 AC. / 31%
RETAIL SF:	6,122 SF
RESIDENTIAL SF:	33,250 SF
UNDERGROUND SF:	13,333 SF
BUILDING SF:	52,705 SF
RESIDENTIAL UNITS:	31 UNITS

PARKING REQUIREMENTS (PER CITY CODE)

TYPE	UNIT / AREA	STALLS REQUIRED	STALLS PROVIDED
19' x 9'	1.5 / UNIT	47	33
19' X 9'	3.5 / 1000 SF	22	38
HANDICAP STALL		2	2
TOTAL:		69	71

SETBACKS

	PARKING	BUILDING
FRONT YARD	3'	0'
SIDE YARD	3'	0'
REAR YARD	3'	0'
RESIDENTIAL	3'	15'

PROJECT GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
- CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
- THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- THE CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS, MINIMUM 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (811 OR 1-800-252-1166).

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF RICHFIELD REQUIREMENTS AND MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2016 EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 2013, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 1996 ADJUSTMENT (NAD83(1996)) ON THE HENNEPIN COUNTY COORDINATE SYSTEM, IN U.S. SURVEY FEET.

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN JUNE 2017 BY ISG.

FLOOD ZONE

THE FLOOD ZONE CLASSIFICATION/LIMITS DEPICTED HEREON, IF ANY, ARE SUBJECT TO MAP SCALE UNCERTAINTY. THE SURVEYED PROPERTY SHOWN ON THIS SURVEY MAP IS NOT IN A HAZARDOUS FLOOD AREA, ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 27053C0369F, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE NOVEMBER 4, 2016. FLOOD AREAS ARE SHOWN ON THIS SURVEY.

LEGEND

EXISTING	
--- --	CITY LIMITS
--- --	SECTION LINE
--- --	QUARTER SECTION LINE
--- --	RIGHT OF WAY LINE
--- --	PROPERTY / LOT LINE
--- --	EASEMENT LINE
--- --	ACCESS CONTROL
--- --	WATER EDGE
--- --	WETLAND BOUNDARY
--- --	WETLAND / MARSH
--- --	FENCE LINE
--- --	CULVERT
--- --	STORM SEWER
--- --	SANITARY SEWER
--- --	SANITARY SEWER FORCEMAIN
--- --	WATER
--- --	GAS
--- --	OVERHEAD ELECTRIC
--- --	UNDERGROUND ELECTRIC
--- --	UNDERGROUND TELEPHONE
--- --	UNDERGROUND TV
--- --	OVERHEAD UTILITY
--- --	UNDERGROUND UTILITY
--- --	UNDERGROUND FIBER OPTIC
--- --	CONTOUR (MAJOR)
--- --	CONTOUR (MINOR)
--- --	DECIDUOUS TREE
--- --	CONIFEROUS TREE
--- --	TREE LINE
--- --	MANHOLE/STRUCTURE
--- --	CATCH BASIN
--- --	HYDRANT
--- --	VALVE
--- --	CURB STOP
--- --	POWER POLE
--- --	UTILITY PEDESTAL / CABINET
PROPOSED	
--- --	LOT LINE
--- --	RIGHT OF WAY
--- --	EASEMENT
--- --	CULVERT
--- --	STORM SEWER
--- --	STORM SEWER (PIPE WIDTH)
--- --	SANITARY SEWER
--- --	WATER
--- --	GAS
--- --	UNDERGROUND ELECTRIC
--- --	UNDERGROUND TV
--- --	CONTOUR
--- --	SANITARY CLEAN OUT
--- --	STORM MANHOLE
--- --	CATCH BASIN
--- --	HYDRANT
--- --	VALVE
--- --	CURB STOP
--- --	LIGHT POLES

CIVIL SHEET INDEX

C0-10	SITE DATA
C0-20	SITE DETAILS
C0-21	SITE DETAILS
C0-22	SITE DETAILS
C0-23	SITE DETAILS
C0-24	SITE DETAILS
C1-10	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) EXISTING CONDITIONS
C1-20	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PROPOSED CONDITIONS
C1-30	STORMWATER POLLUTION PREVENTION PLAN NOTES
C1-31	STORMWATER POLLUTION PREVENTION PLAN NOTES
C1-32	STORMWATER POLLUTION PREVENTION PLAN NOTES
C1-33	STORMWATER POLLUTION PREVENTION PLAN DETAILS
C2-10	EXISTING SITE & REMOVALS PLAN
C3-10	SITE PLAN
C3-20	SITE UTILITY PLAN
C4-10	SITE GRADING PLAN
C5-10	SITE RESTORATION PLAN
C5-20	PLANTING PLAN
C5-21	PLANT SCHEDULE, NOTES, & DETAILS
C6-10	PHOTOMETRICS PLAN

ISG

PRELIMINARY
NOT FOR CONSTRUCTION

B.M. ELEVATION=841.76

TOP NUT OF HYDRANT LOCATED ON THE NORTH
WEST CORNER OF THE STEVENS AVENUE AND
66TH STREET INTERSECTION.

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.
ANDREW T. BRANDEL

DATE: LIC. NO. 47078

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

DATE: LIC. NO.

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INC. AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

PLH MIXED USE
BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/16/18	CITY RESUBMITTAL	ART

PROJECT NO.	17-20746
FILE NAME	20746 C0 - DETAILS
DRAWN BY	ART
DESIGNED BY	ART
REVIEWED BY	ATB
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	

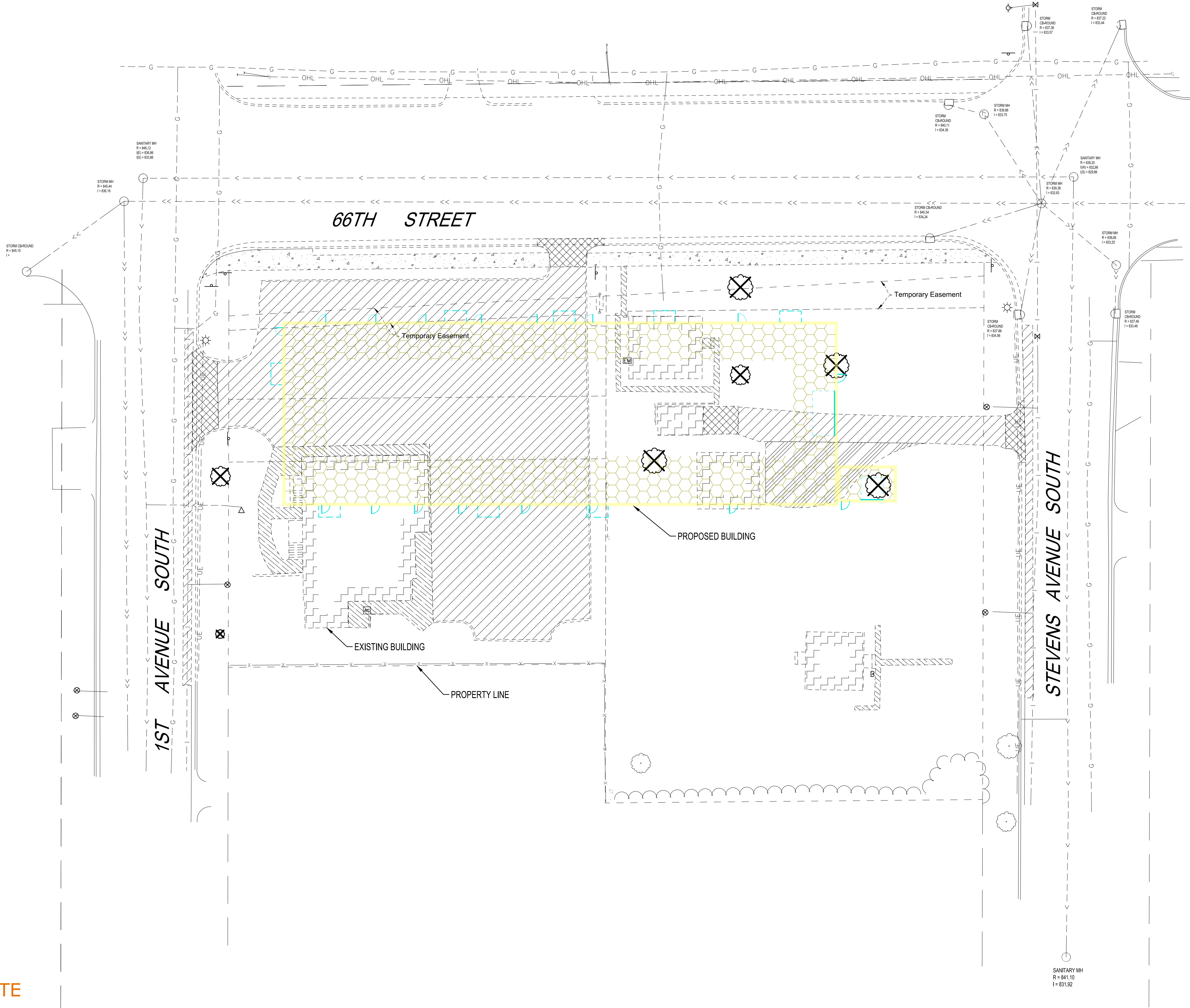
TITLE

SITE DATA

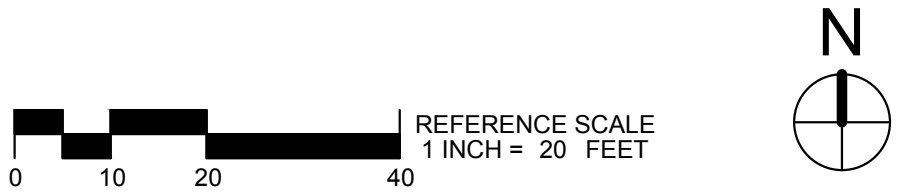
SHEET

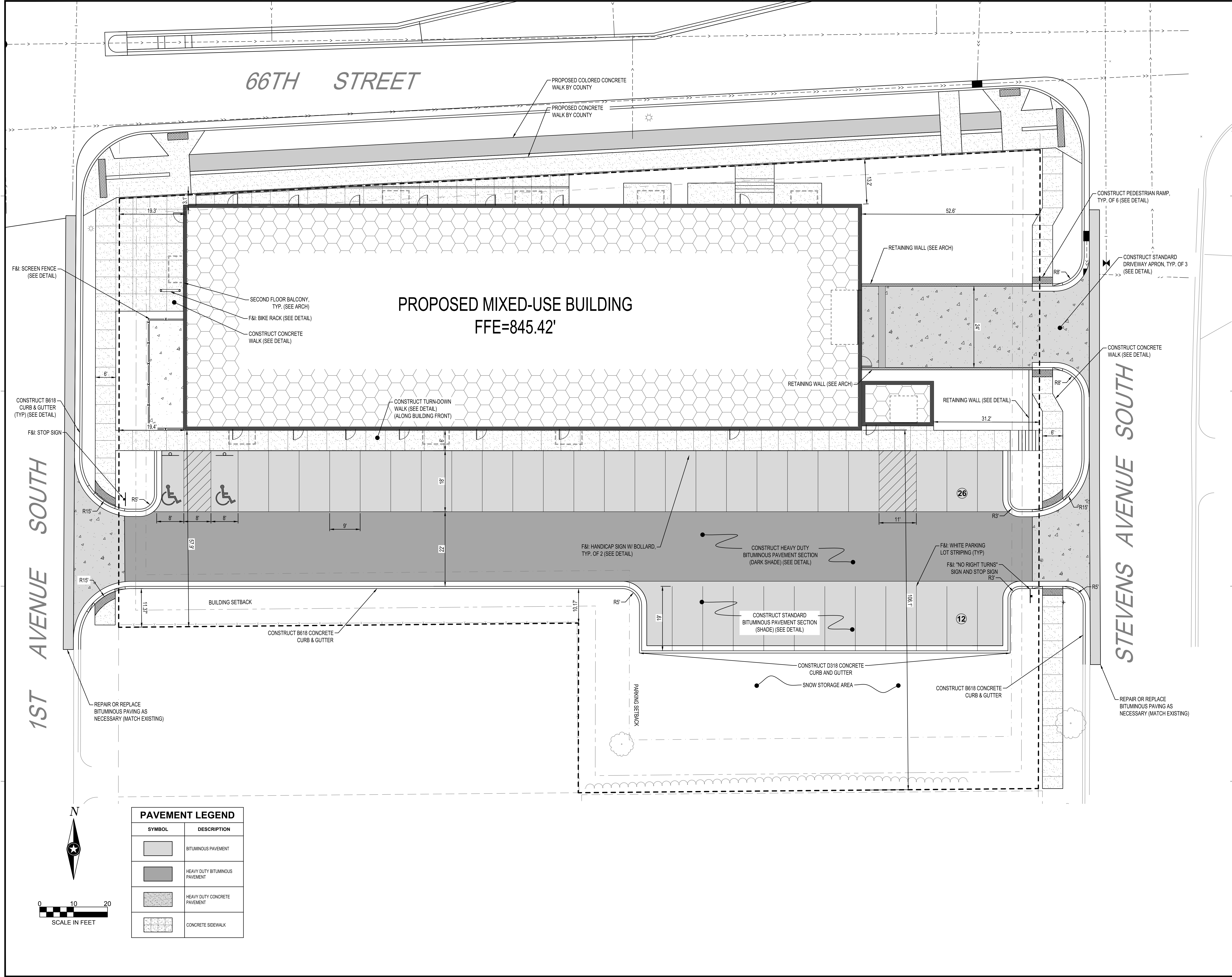
C0-10





EXISTING AND PROPOSED SITE





PRELIMINARY
NOT FOR CONSTRUCTION

B.M. ELEVATION=841.76
TOP NUT OF HYDRANT LOCATED ON THE NORTH
WEST CORNER OF THE STEVENS AVENUE AND
66TH STREET INTERSECTION.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
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ANDREW T. BRANDEL

DATE: _____ LIC. NO. 47078

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PROJECT

**PLH MIXED USE
BUILDING**

RICHFIELD MINNESOTA

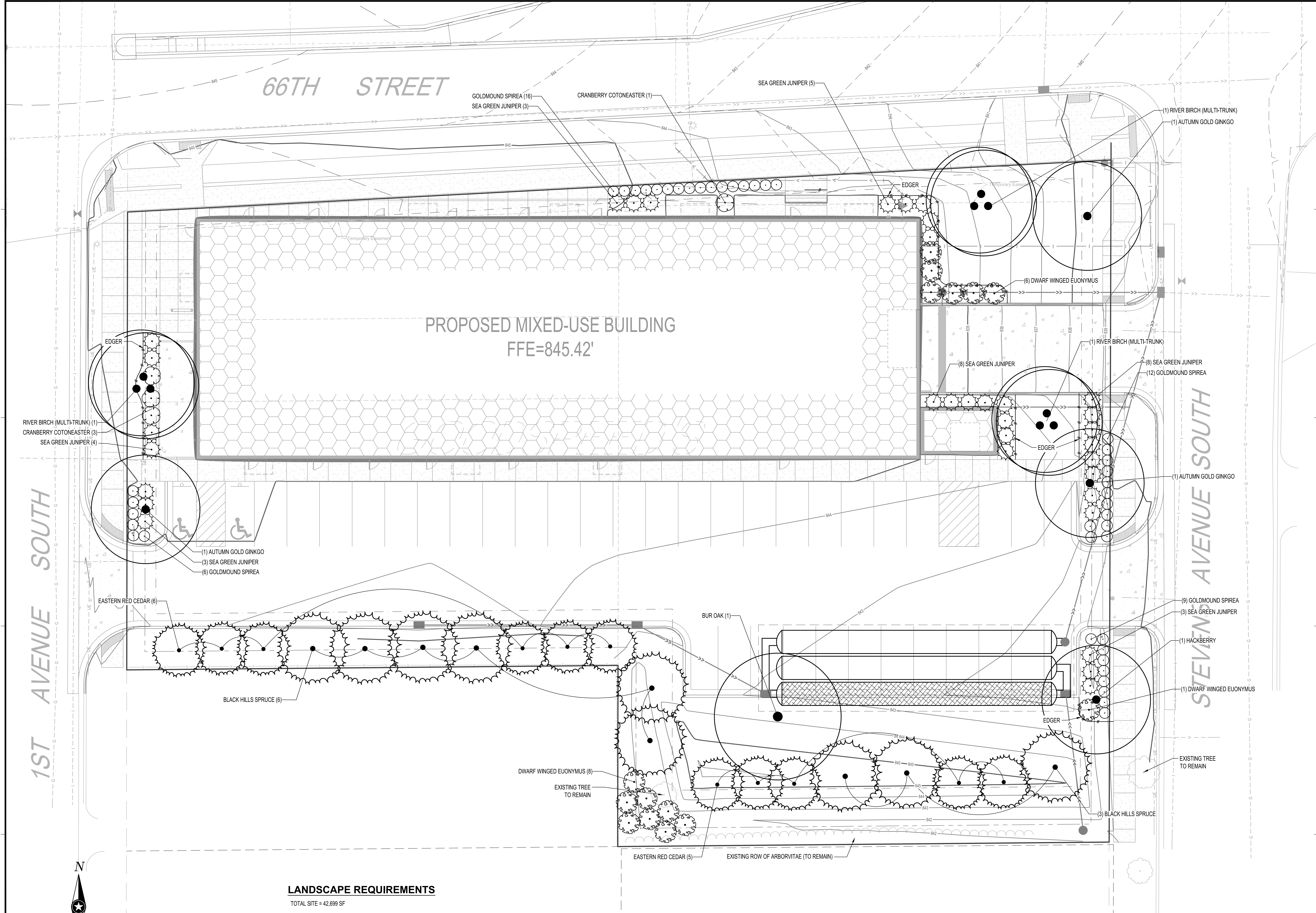
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/16/18	CITY RESUBMITTAL	ART

PROJECT NO.	17-20746
FILE NAME	20746 C3 - SITE
DRAWN BY	MNA
DESIGNED BY	MNA
REVIEWED BY	ATB
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	

TITLE

SITE PLAN

SHEET
C3-10



1ST AVENUE SOUTH

66TH STREET

STEVEN AVENUE SOUTH

PROPOSED MIXED-USE BUILDING
FFE=845.42'

LANDSCAPE REQUIREMENTS

TOTAL SITE = 42,699 SF

30 TREES SHOWN
2 EXISTING TREES (TO BE SAVED)
28 PROPOSED TREES

96 SHRUBS SHOWN

17 TREES REQUIRED
CODE: 1 TREE PER 2500 SF OF DEVELOPABLE LANDSCAPE AREA
(42,699 / 2500 = 17.1 OR 17 TREES)

43 SHRUBS REQUIRED
CODE: 1 SHRUB PER 1000 SF OF DEVELOPABLE LANDSCAPE AREA
(42,699 / 1000 = 42.7 OR 43 SHRUBS)

UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES
ON-SITE PRIOR TO CONSTRUCTION.



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PROJECT

**PLH MIXED USE
BUILDING**

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/16/18	CITY RESUBMITTAL	ART

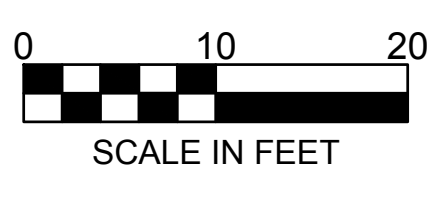
PROJECT NO.	17-20746
FILE NAME	20746 CS - LANDSCAPE
DRAWN BY	—
DESIGNED BY	—
REVIEWED BY	—
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	—

TITLE

PLANTING PLAN

SHEET

C5-20



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PROJECT

**PLH MIXED USE
BUILDING**

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/16/18	CITY RESUBMITTAL	ART

PROJECT NO. 17-20746
FILE NAME 20746 C3 - SITE
DRAWN BY MNA
DESIGNED BY MNA
REVIEWED BY ATB
ORIGINAL ISSUE DATE 3/23/18
CLIENT PROJECT NO. -

TITLE

SITE UTILITY PLAN

SHEET

66TH STREET**PROPOSED MIXED-USE BUILDING**
FFE=845.42'**1ST AVENUE SOUTH****STEVENS AVENUE SOUTH****UTILITY LEGEND**

EXISTING	PROPOSED
--->>---	STORM DRAIN
--->---	SANITARY SEWER
--- >---	SANITARY SEWER FORCEMAIN
---I---	WATER MAIN
---G---	GAS
---OE---	OVERHEAD ELECTRIC
---UE---	UNDERGROUND ELECTRIC
---UT---	UNDERGROUND TELEPHONE
---UTV---	UNDERGROUND TV
---OHL---	OVERHEAD UTILITY
---UTL---	UNDERGROUND UTILITY
---FBO---	FIBER OPTIC

NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.

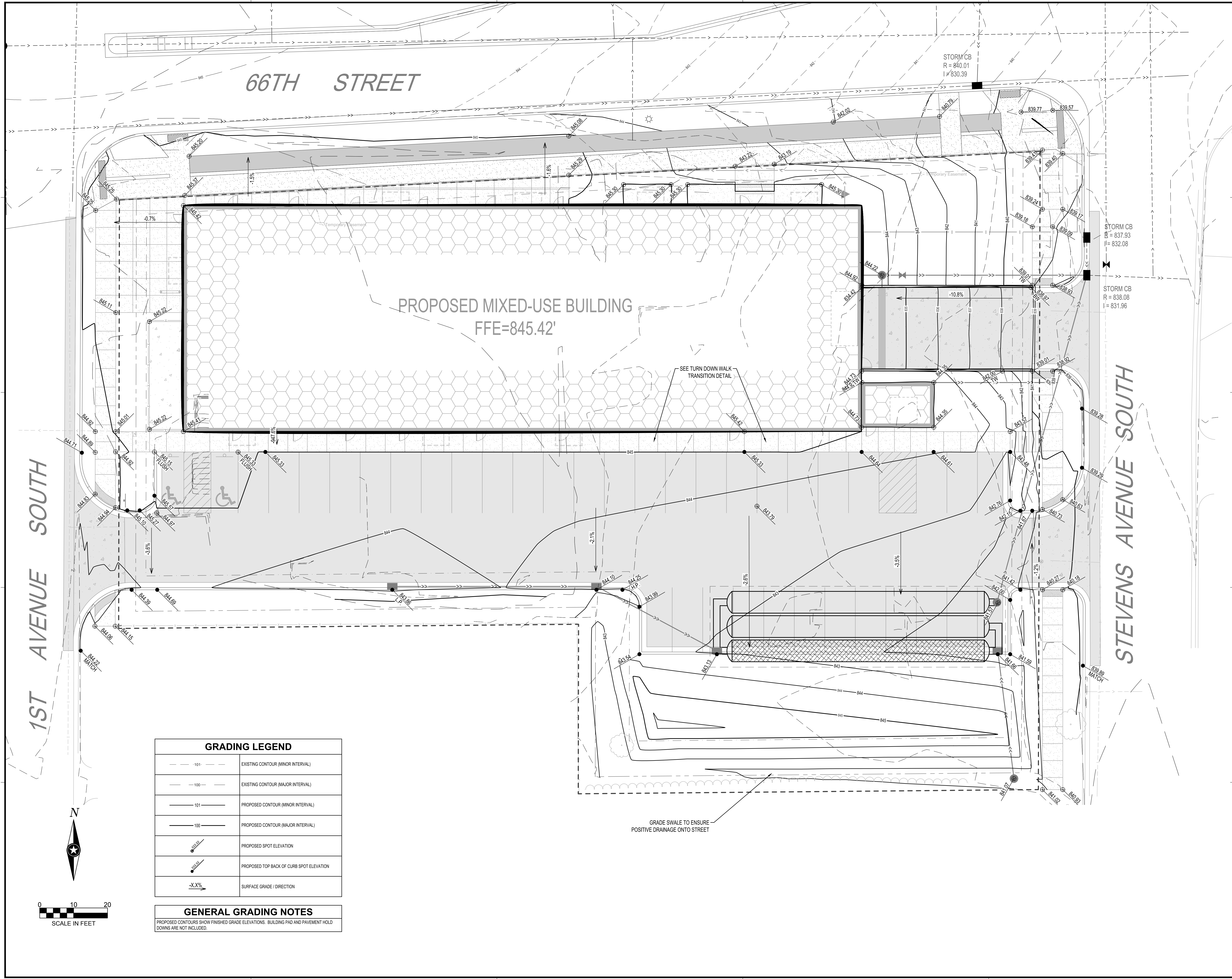
STORM DRAIN PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-2	ACO Drain	832.35	A-1	832.28	12	PVC	SCH 40	1.50%	5
P-3	ROOF LEADER	840.92	A-1	840.80	12	PVC	SCH 40	2.00%	6
P-4	A-2	841.04	EX-1	834.00	12	PVC	SCH 40	7.03%	100
P-6	A-5	839.20	A-4	838.40	12	PVC	SCH 40	2.00%	40
P-6	A-6	840.00	A-5	839.40	12	PVC	SCH 40	1.00%	60
P-7	A-7	840.57	A-3	835.75	12	PVC	SCH 40	12.68%	38
P-118	A-1	832.28	EX-1	832.05	12	PVC	SCH 40	0.38%	60

STORM DRAIN SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT LN FT	TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE
A-1	DRAIN BASIN	15 0	PVC	Frame Grate Cover	11.94	844.22	832.28	P-118
A-2	SEE DETAIL	48 0	RC	NEENAH R-1926-7	6.99	842.74	835.75	P-4
A-3	MnDOT 4020	48 0	RC	NEENAH R-3015 TYPE VB	5.66	841.41	835.75	MC-3500 (ACCESS PIPE)
A-4	MnDOT 4020	48 0	RC	NEENAH R-3015 TYPE VB	7.15	842.90	835.75	MC-3500 (ISOLATOR ROW)
A-5	CATCH BASIN (TYPE 1)	36 x 24	RC	NEENAH R-3067 TYPE VB	4.90	844.10	839.20	P-5
A-6	CATCH BASIN (TYPE 1)	36 x 24	RC	NEENAH R-3067 TYPE VB	3.86	843.86	840.00	P-6
A-7	INLINE DRAIN	12 0	PVC	Frame Grate Cover	1.70	842.27	840.57	P-7

NOTE: RIM AND TOP OF CASTING EQUALS TOP BACK OF CURB



GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES	
PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED.	



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PROJECT

**PLH MIXED USE
BUILDING**

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/16/18	CITY RESUBMITTAL	ART

PROJECT NO.	17-20746
FILE NAME	20746 C4 - GRADING
DRAWN BY	MNA
DESIGNED BY	MNA
REVIEWED BY	ATB
ORIGINAL ISSUE DATE	3/23/18
CLIENT PROJECT NO.	

TITLE

**SITE GRADING
PLAN**

SHEET

C4-10

PLAN SHEET NOTES

1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE ____ UNLESS OTHERWISE NOTED.

KEYNOTE LEGEND



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

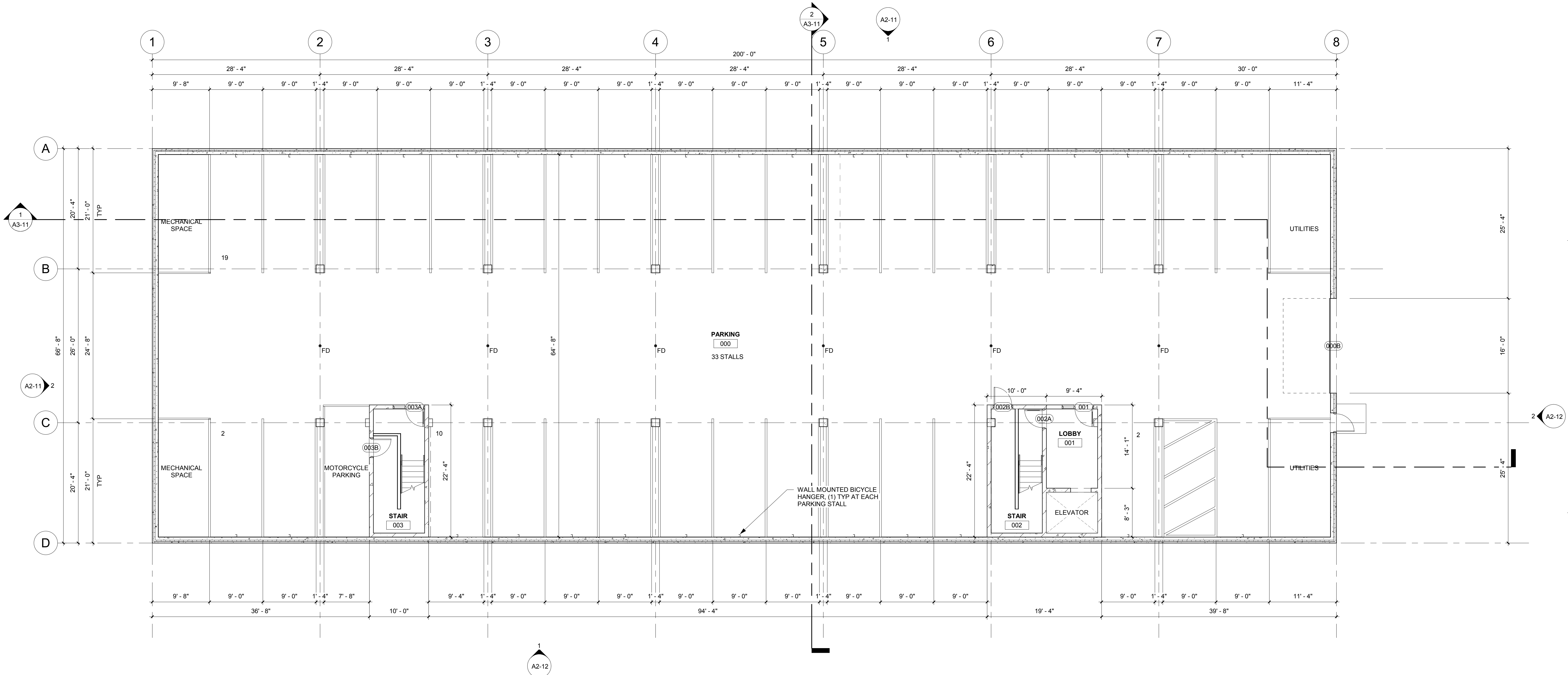
FILE NAME
DRAWN BY
DESIGNED BY
REVIEWED BY
ORIGINAL ISSUE DATE
CLIENT PROJECT NO.

TITLE

LOWER LEVEL PLAN

SHEET

A1-20



1 LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"

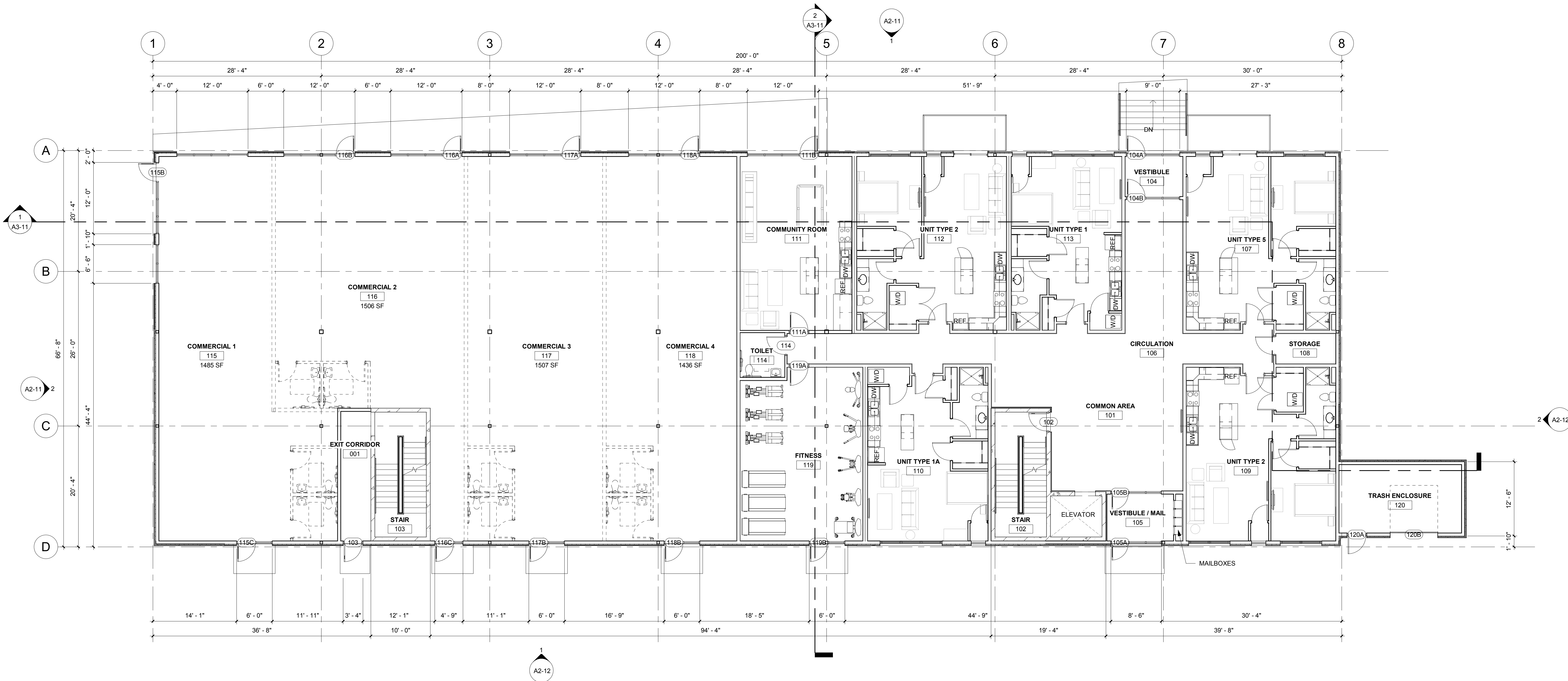




UNIT LEGEND
STUDIO - 1 BED TYPES - 10 UNITS 1ST FLOOR - 2 2ND FLOOR - 4 3RD FLOOR - 4
1 BEDROOM TYPE - 10 UNITS 1ST FLOOR - 2 2ND FLOOR - 4 3RD FLOOR - 4
2 BEDROOM TYPES - 11 UNITS 1ST FLOOR - 1 2ND FLOOR - 5 3RD FLOOR - 5
TOTAL UNIT MIX 10 - STUDIO - 32% 10 - 1 BEDROOM - 32% 11 - 2 BEDROOM - 35% 31 TOTAL UNITS
TOTAL FLOOR SQUARE FOOTAGES LOWER LEVEL: 13,333 PARKING = 13,333 SF TOTAL FIRST FLOOR: 7,016 RESIDENTIAL + 6,124 RETAIL = 13,138 SF TOTAL SECOND FLOOR: 13,117 RESIDENTIAL = 13,117 SF TOTAL THIRD FLOOR: 13,117 RESIDENTIAL = 13,117 SF TOTAL 52,705 TOTAL SQUARE FOOTAGE

PLAN SHEET NOTES
1. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE ____, UNLESS OTHERWISE NOTED.

KEYNOTE LEGEND



1 FIRST FLOOR PLAN
1/8" = 1'-0"

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

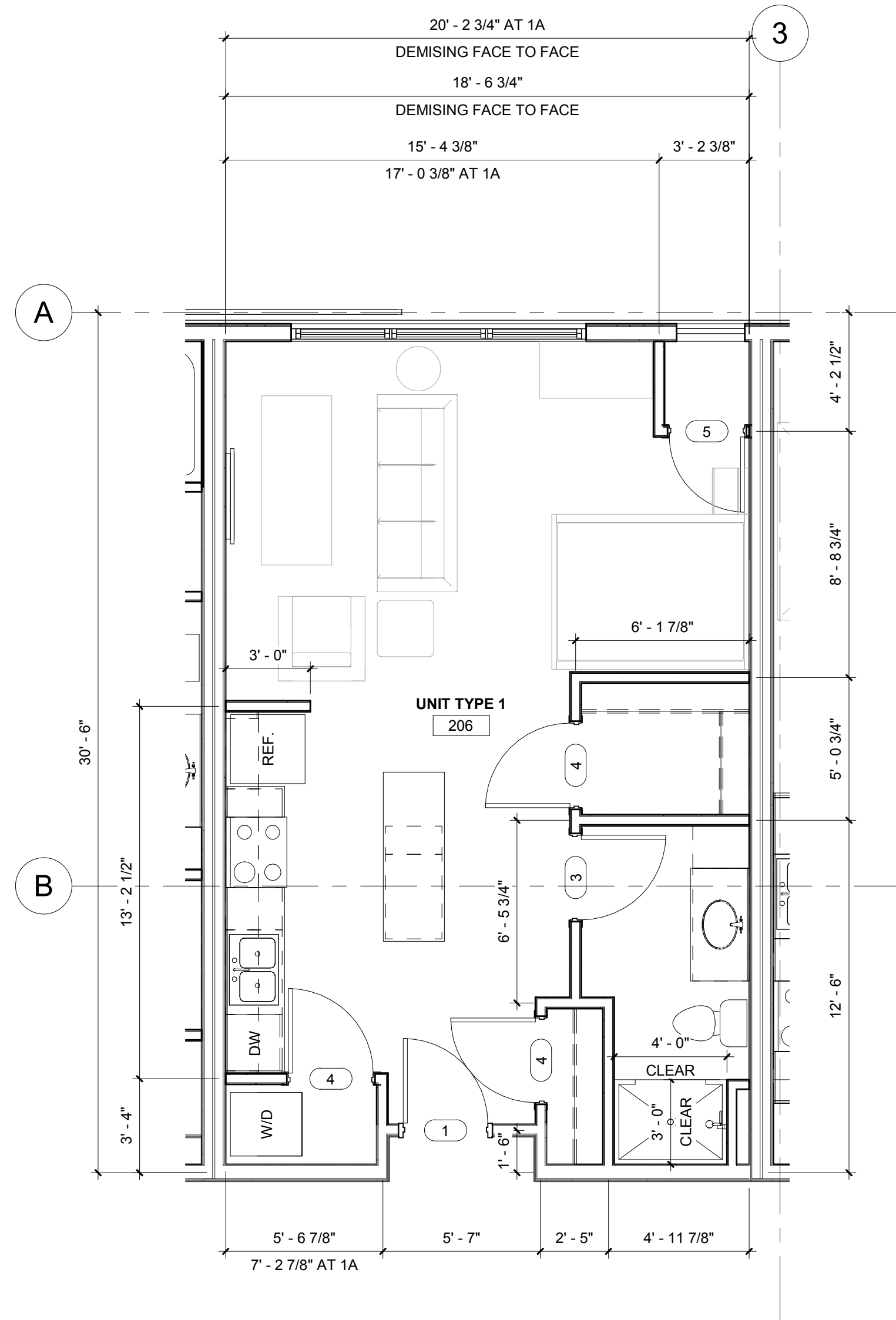
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO.	17-20746
FILE NAME	
DRAWN BY	
DESIGNED BY	
REVIEWED BY	
ORIGINAL ISSUE DATE	
CLIENT PROJECT NO.	

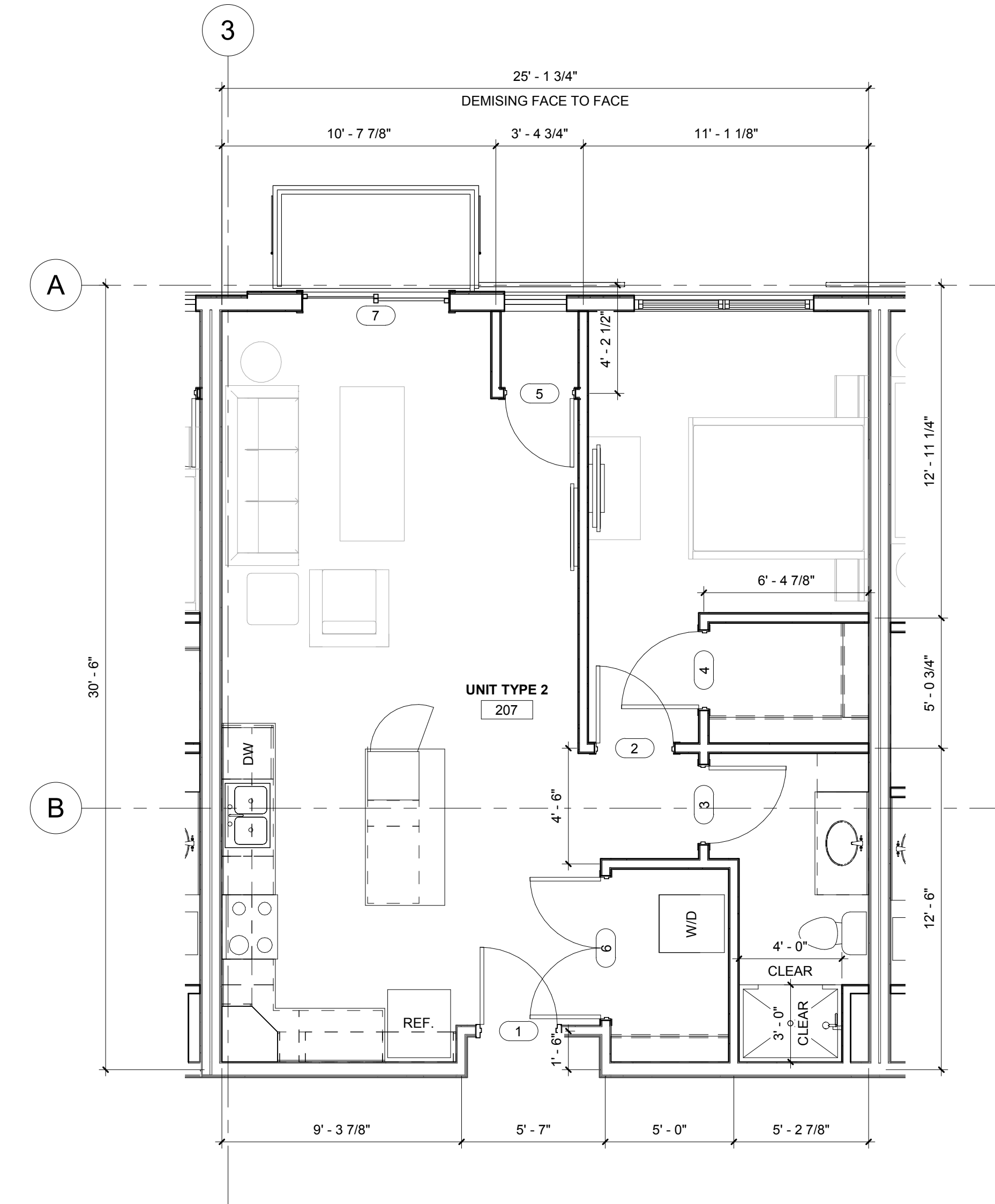
TITLE

FIRST FLOOR PLAN

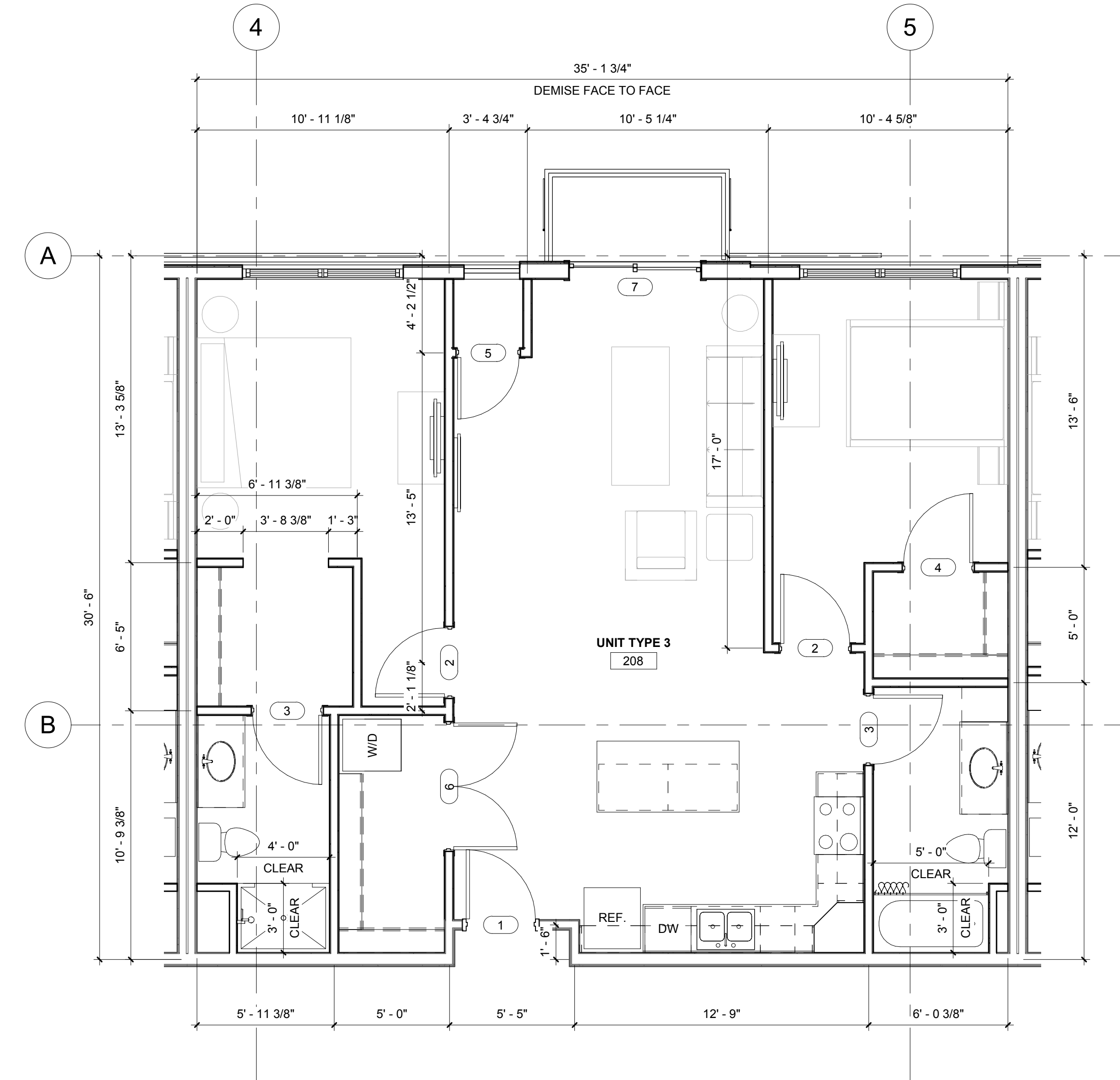




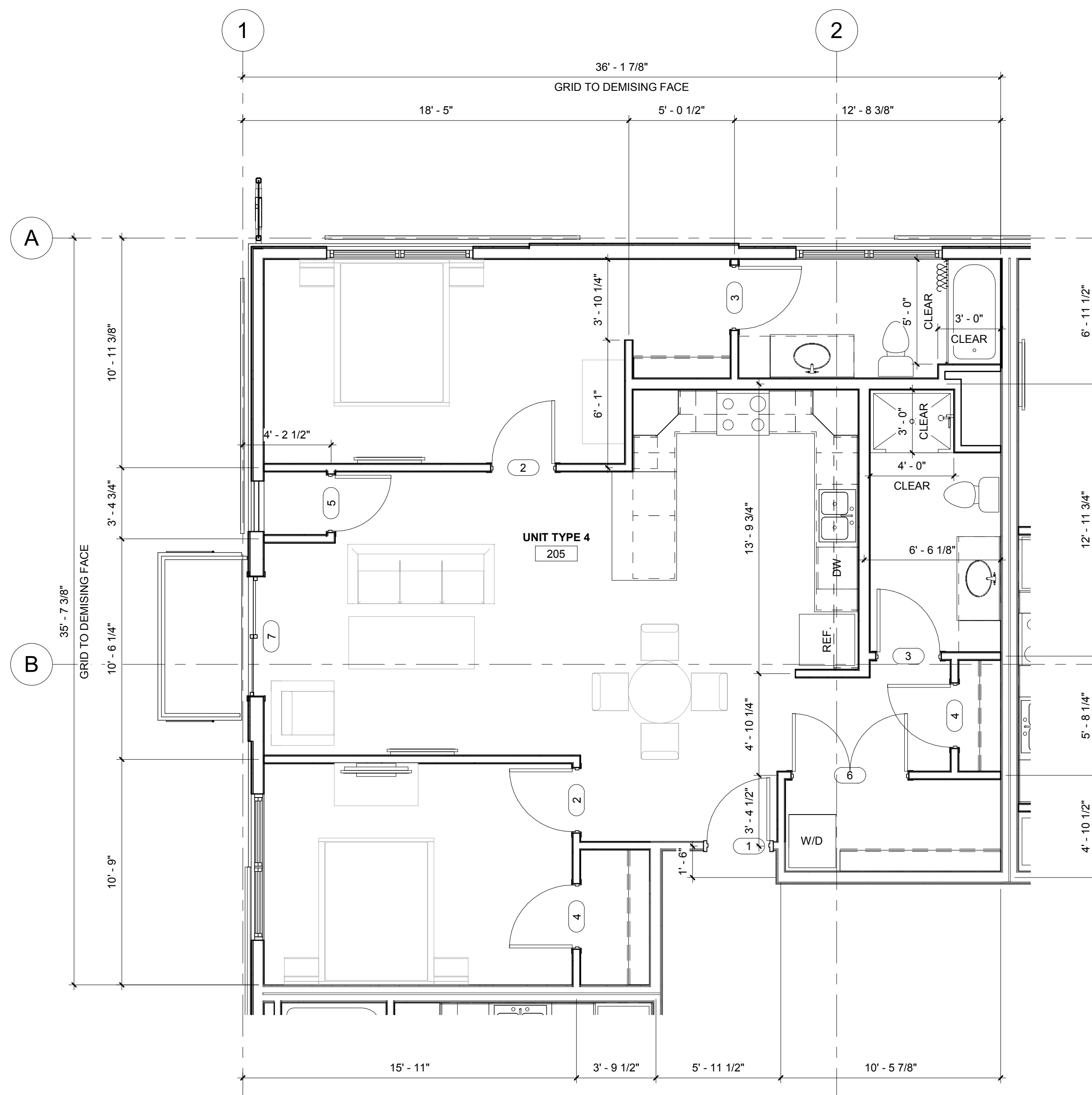
1 UNIT TYPE 1 & 1A - STUDIO (1 - 580 SF - 5 INSTANCES)
1/4" = 1'-0"



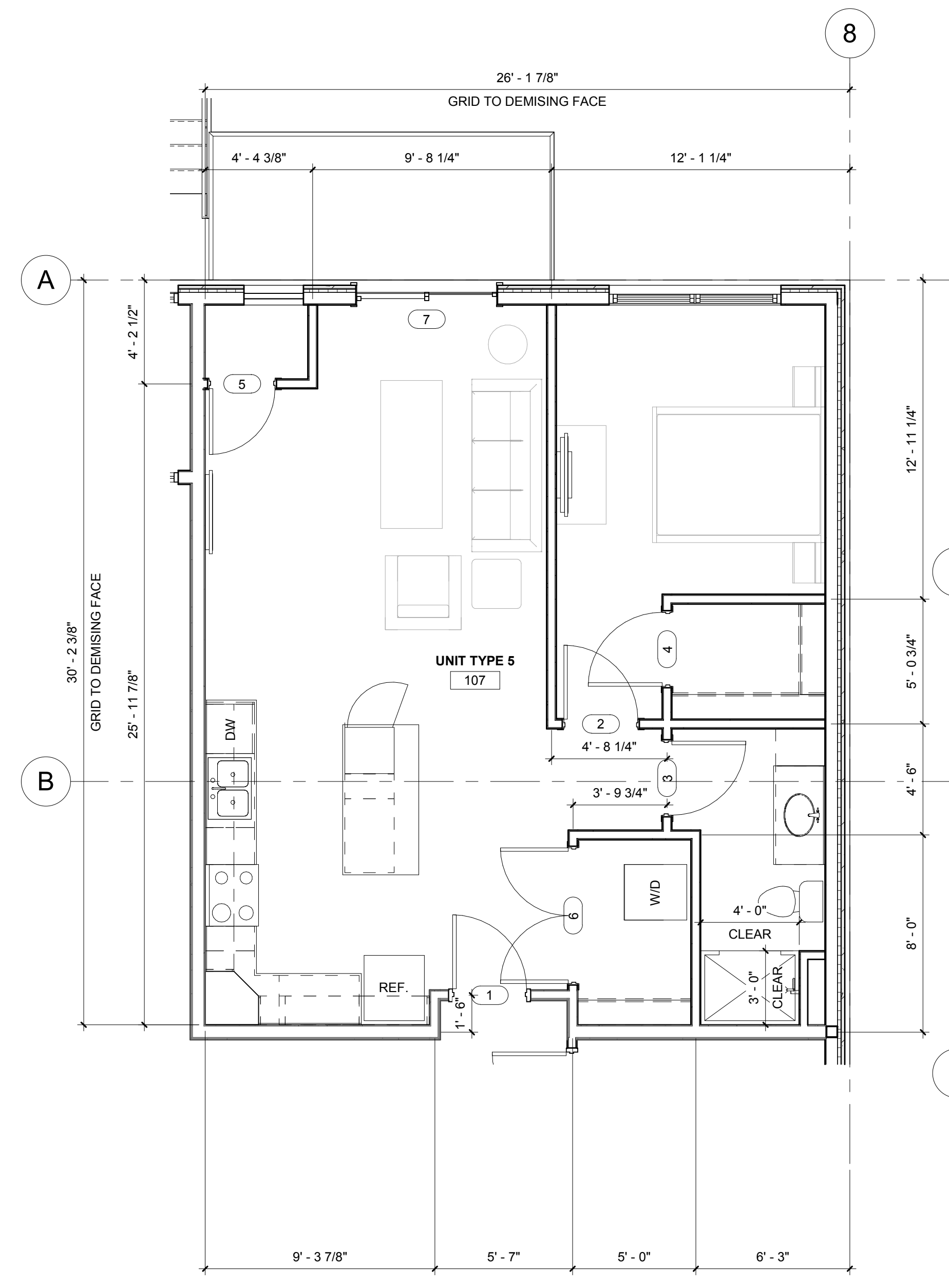
2 UNIT TYPE 2 - 1 BEDROOM (783 SF - 10 INSTANCES)
1/4" = 1'-0"



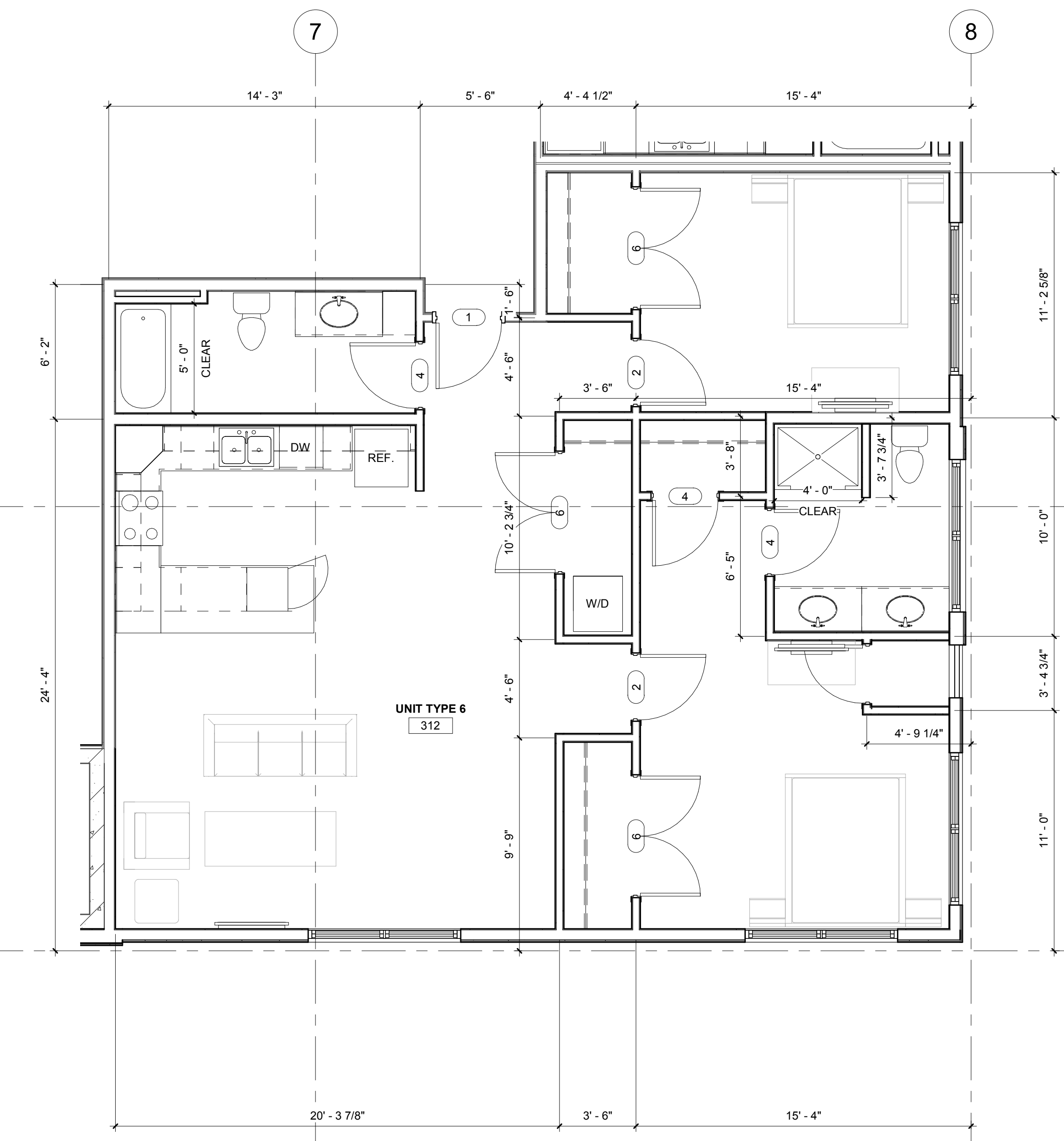
3 UNIT TYPE 3 - 2 BEDROOM (1086 SF - 6 INSTANCES)
1/4" = 1'-0"



4 UNIT TYPE 4 - 2 BEDROOM (1194 SF - 3 INSTANCES)
1/4" = 1'-0"



6 UNIT TYPE 5 - 1 BEDROOM (798 SF - 1 INSTANCE)
1/4" = 1'-0"



5 UNIT TYPE 6 - 2 BEDROOM (1290 SF - 1 INSTANCE)
1/4" = 1'-0"

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

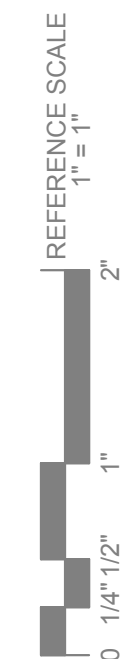
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DRAWN BY	
DESIGNED BY	
REVIEWED BY	
ORIGINAL ISSUE DATE	10/17/17
CLIENT PROJECT NO.	

TITLE

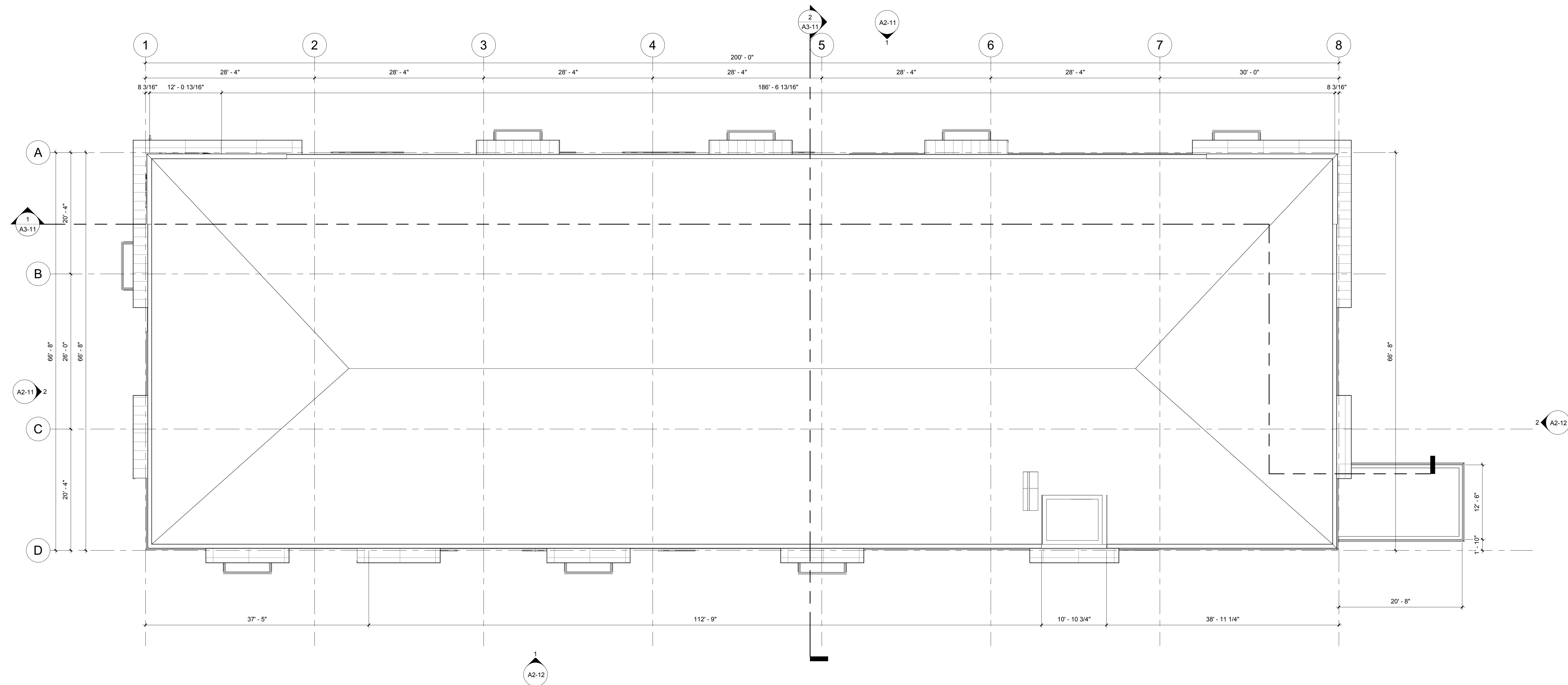
TYPICAL UNIT PLANS

SHEET

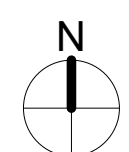
A1-24



5/17/2018 11:24:18 AM



1 ROOF PLAN
1/8" = 1'-0"



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RICHFIELD MINNESOTA

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05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

FILE NAME

DRAWN BY

DESIGNED BY

REVIEWED BY

ORIGINAL ISSUE DATE

CLIENT PROJECT NO.

TITLE

ROOF PLAN

SHEET

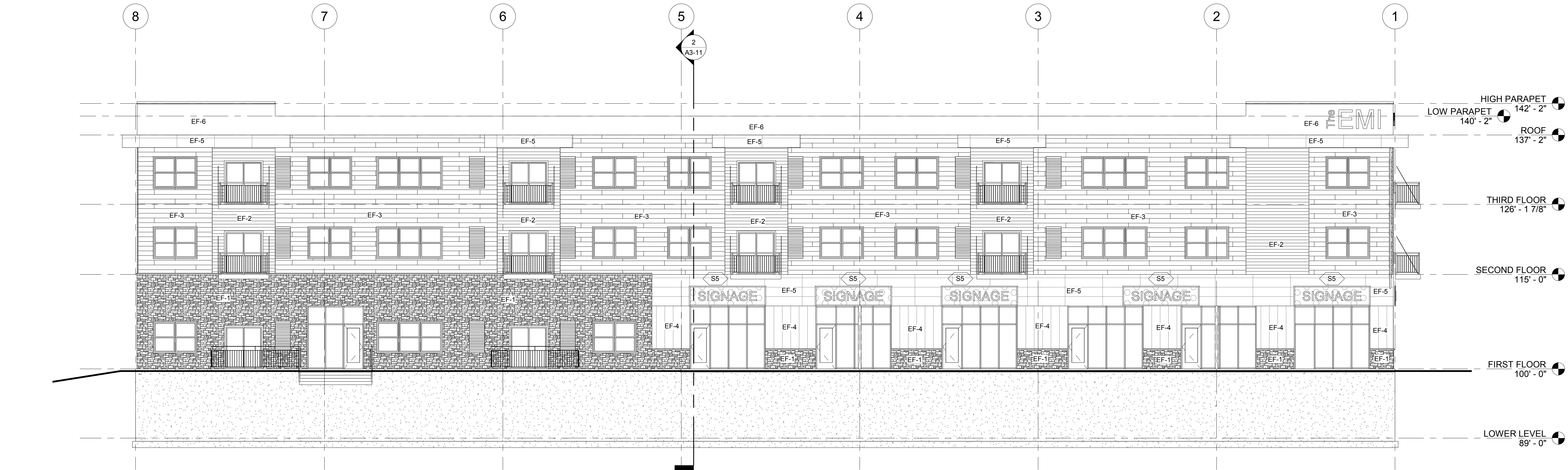
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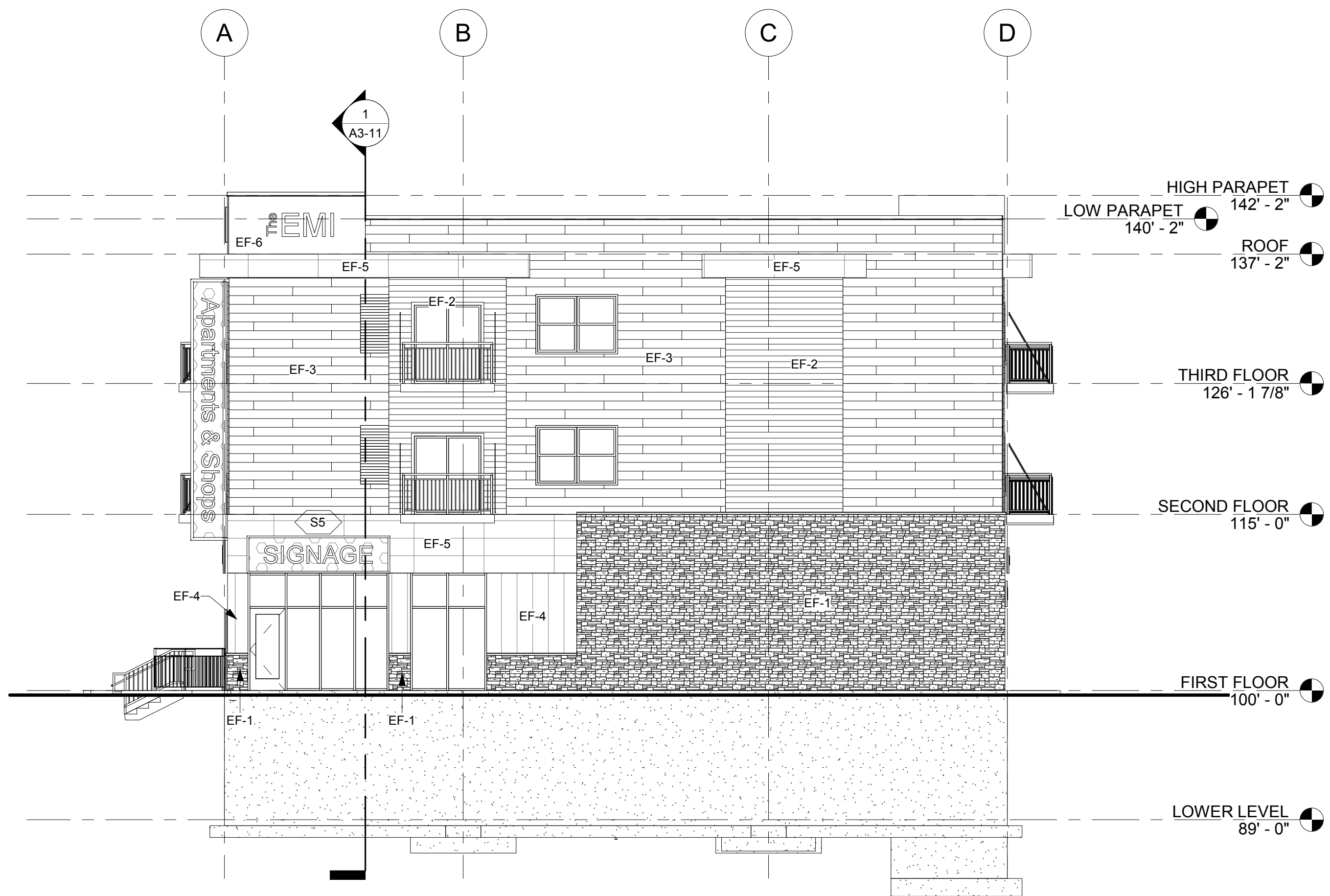
SIGNAGE				
MARK	WIDTH	HEIGHT	TEXT HEIGHT	COUNT
S1	4' - 0"	2' - 0"	0' - 9"	1
S2	6' - 0"	2' - 0"	0' - 9"	4
S3	8' - 6"	2' - 0"	1' - 0"	1
S5	12' - 0"	3' - 0"	1' - 6"	6

EXTERIOR WALL MATERIAL SCHEDULE AND TAKEOFF				
MARK	MATERIAL DESCRIPTION	MANUFACTURER	MODEL / COLOR	COMMENTS
EF-1	STONE VENEER			
EF-2	LAP SIDING	LP SMARTSIDE	LITE COLOR	INSTALL HORIZONTALLY
EF-3	18" x 120" FIBER CEMENT SIDING	NICHA VINTAGE WOOD	LITE CEDAR COLOR	INSTALL HORIZONTALLY
EF-4	BOARD AND BATTEN SIDING	LP SMARTSIDE	WHITE COLOR	INSTALL VERTICALLY
EF-5	16" x 72" FIBER CEMENT PANELS	NICHA	GREY COLOR	INSTALL HORIZONTALLY
EF-6	PAINT		BLACK	

NOTE:
ALL QUANTITIES IN "AREA" ARE APPROXIMATE
AND FOR REFERENCE ONLY. THESE
NUMBERS ARE NOT GUARANTEED AND NOT
INTENDED TO BE REPLACEMENTS FOR SHOP
DRAWINGS OR PHYSICAL DRAWING
EVALUATIONS AND TAKEOFFS.



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



2 WEST ELEVATION
1/8" = 1'-0"



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

FILE NAME

DRAWN BY

DESIGNED BY

REVIEWED BY

ORIGINAL ISSUE DATE

CLIENT PROJECT NO.

TITLE

EXTERIOR ELEVATIONS

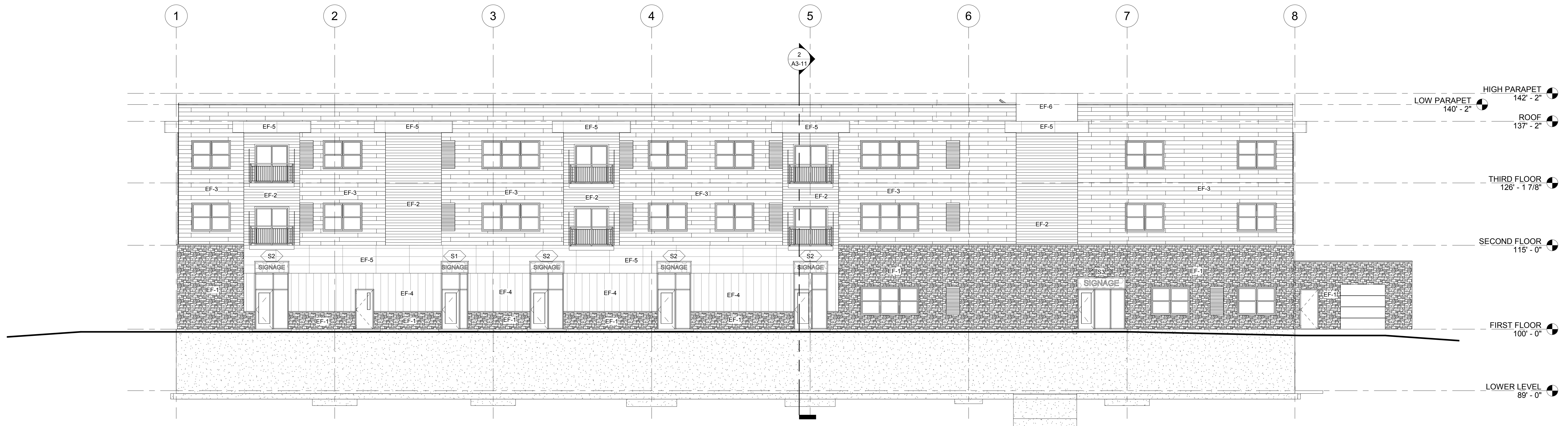
SHEET

A2-11

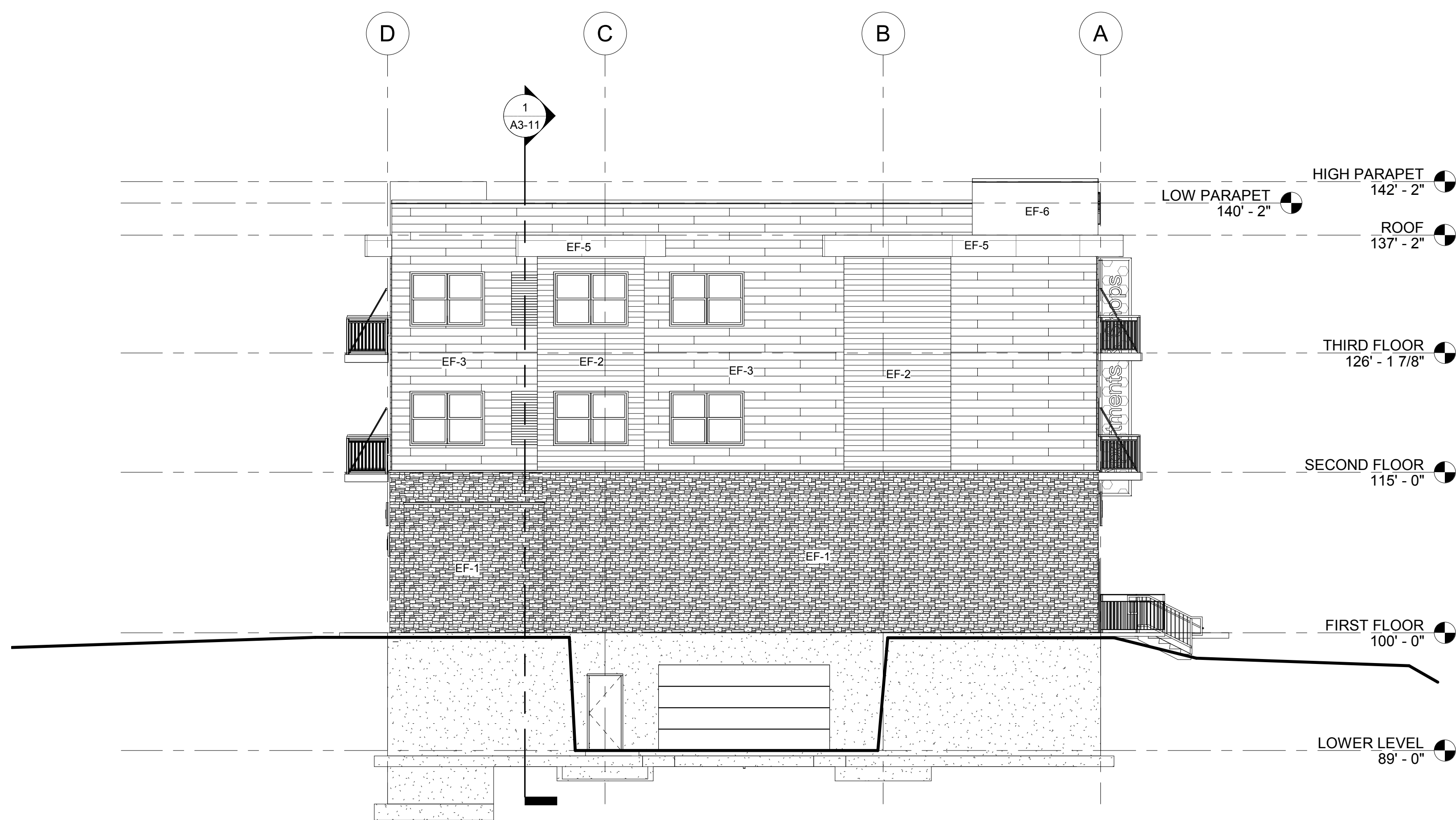
PRELIMINARY NOT FOR CONSTRUCTION



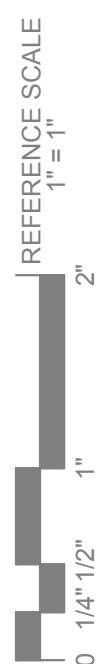
PRELIMINARY NOT FOR CONSTRUCTION



1 SOUTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

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DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

FILE NAME

DRAWN BY

DESIGNED BY

REVIEWED BY

ORIGINAL ISSUE DATE

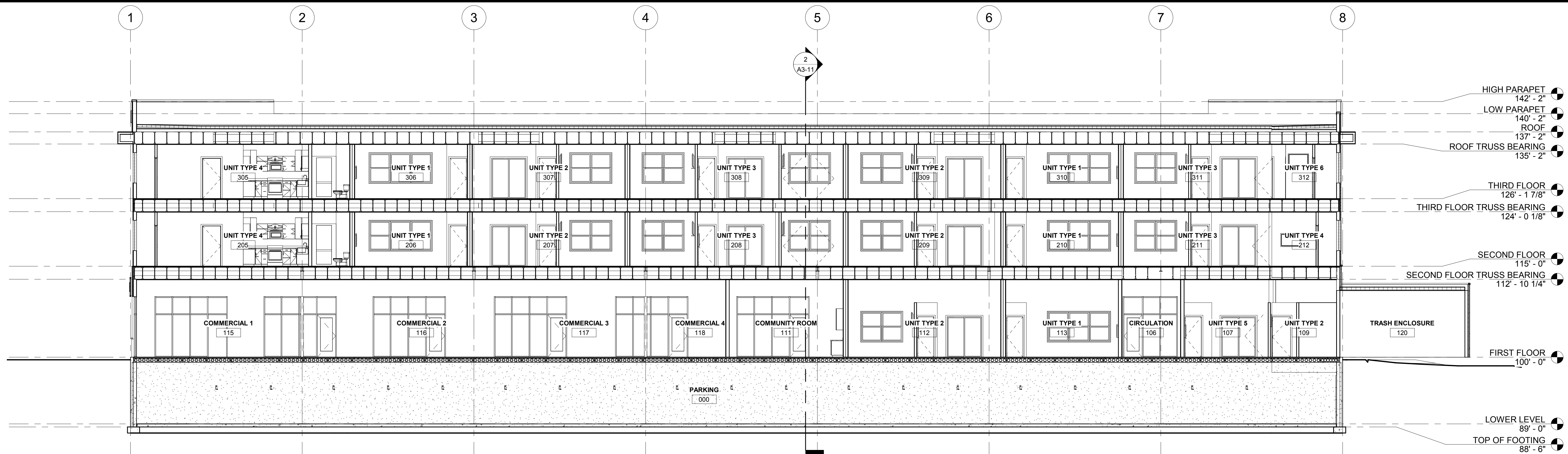
CLIENT PROJECT NO.

TITLE

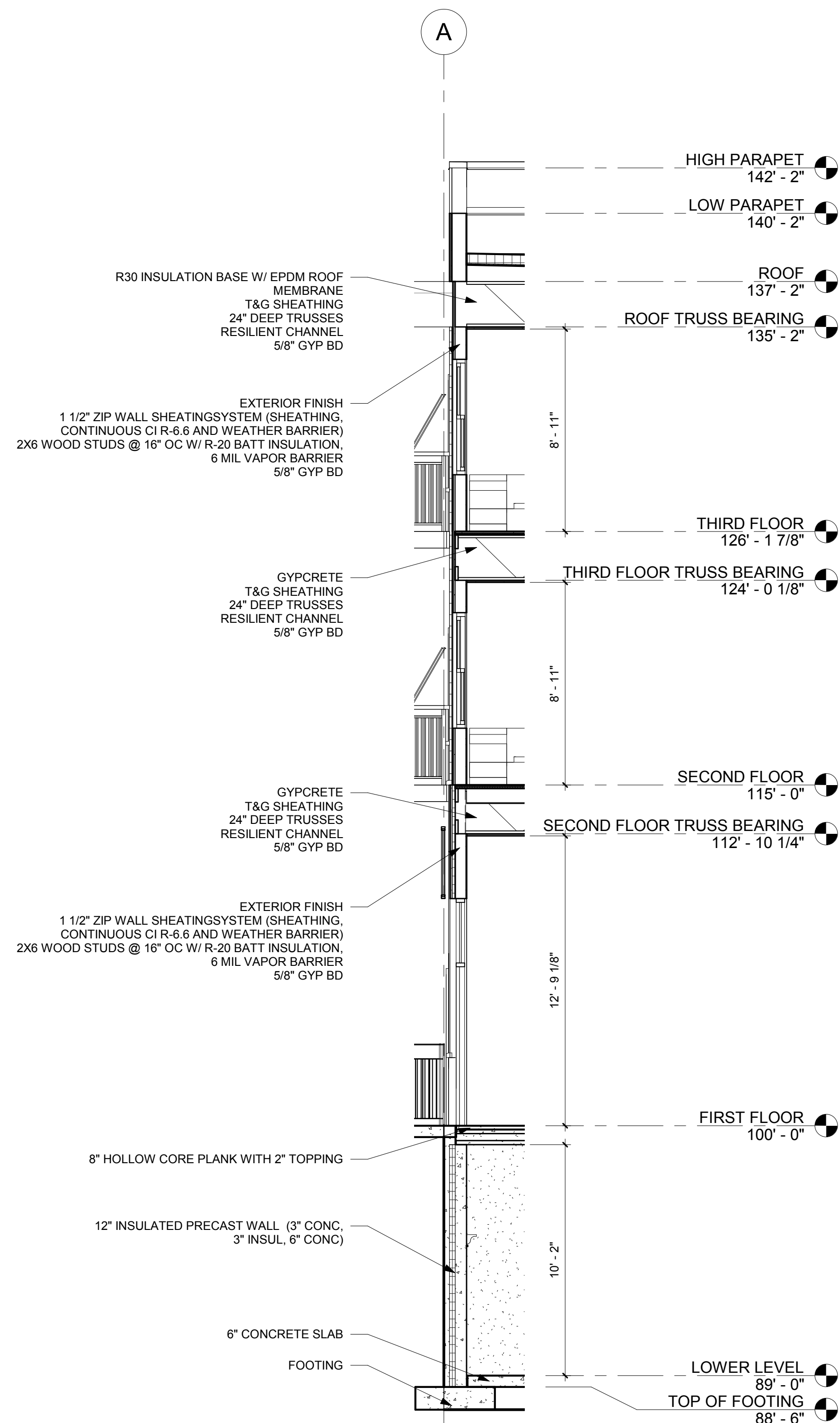
EXTERIOR ELEVATIONS

SHEET

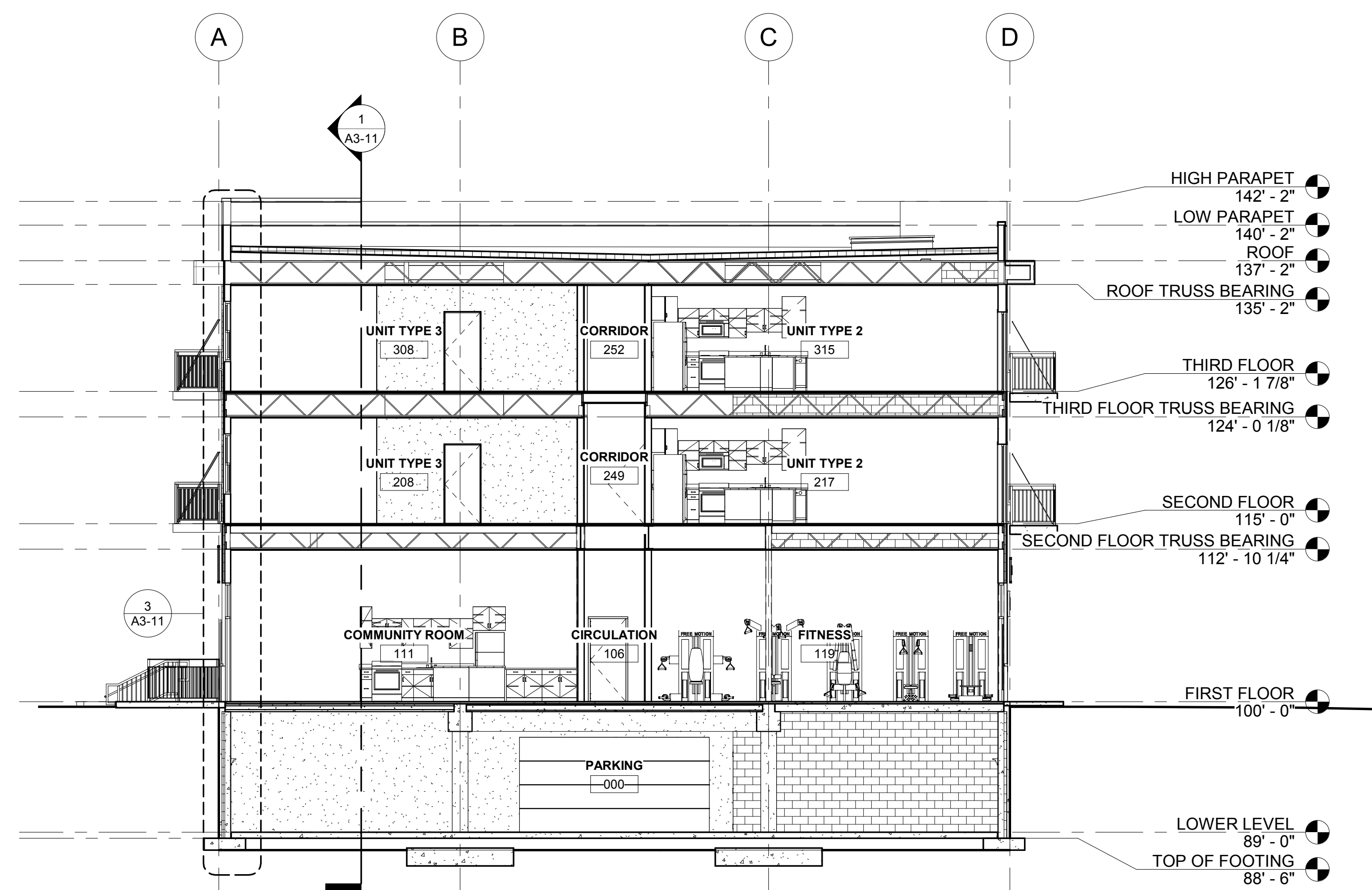
A2-12



1 BUILDING SECTION
1/8" = 1'-0"



3 TYPICAL WALL SECTION
1/4" = 1'-0"



2 BUILDING SECTION
1/8" = 1'-0"



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

DATE: _____ LIC. NO. _____

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

DATE: _____ LIC. NO. _____

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PROJECT

PLH MIXED USE BUILDING

RICHFIELD MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/16/18	CITY RESUBMITTAL	DJR

PROJECT NO. 17-20746

FILE NAME
DRAWN BY
DESIGNED BY
REVIEWED BY
ORIGINAL ISSUE DATE
CLIENT PROJECT NO.

TITLE

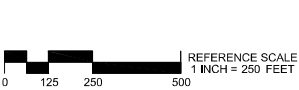
BUILDING SECTIONS

SHEET

A3-11



OVERALL SITE EXHIBIT



EXISTING CONDITIONS

East 66th Street (CR 53)

1st Avenue South

Stevens Avenue South

Removed as part of 66th Street project

04/01/2015

© 2015 Pictometry

EXISTING CONDITIONS

East 66th Street (CR 53)

1st Avenue South

Stevens Avenue South

Removed as part of 66th Street project



04/01/2015

© 2015 Pictometry

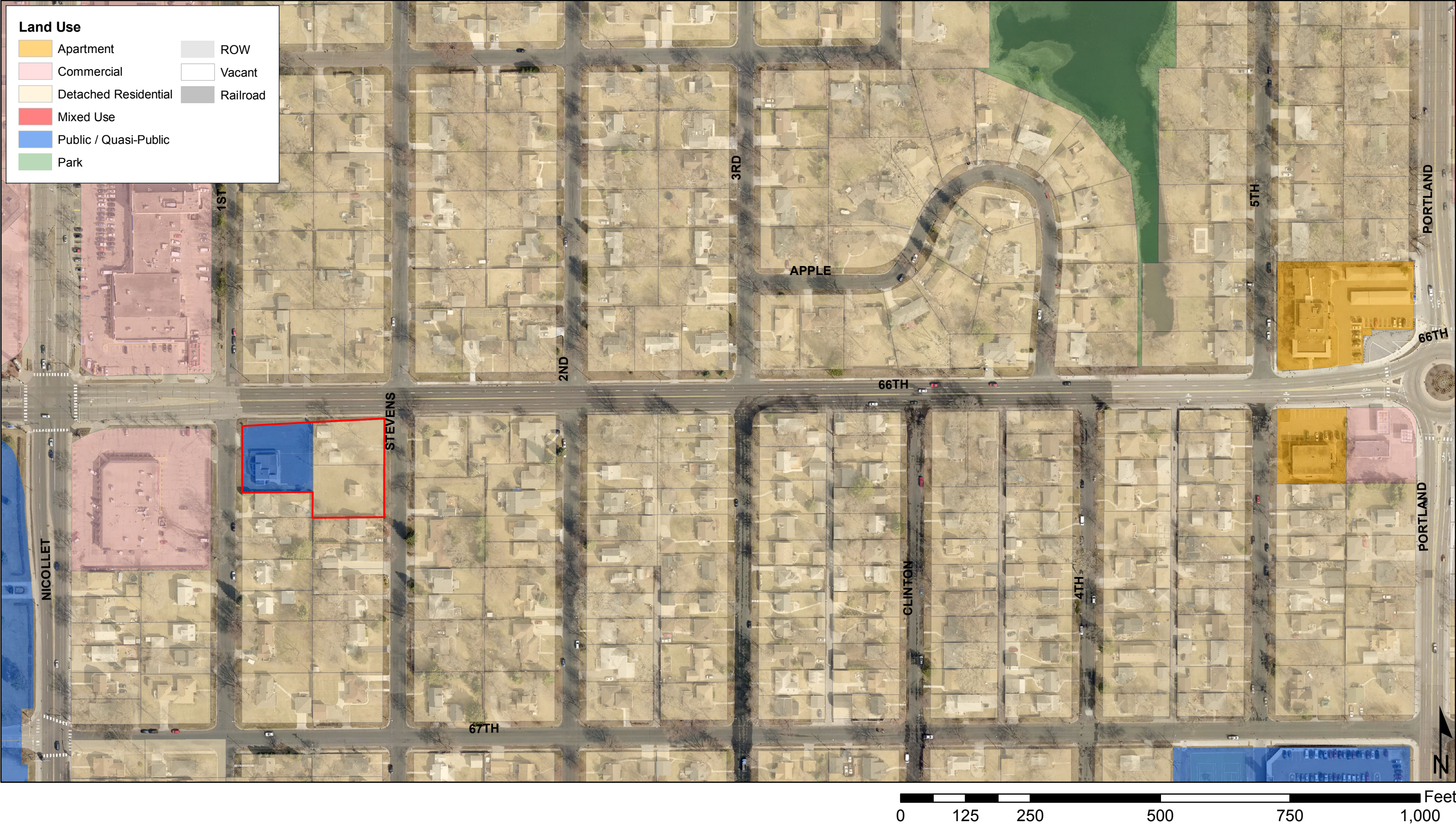
66th Street East Development Pattern



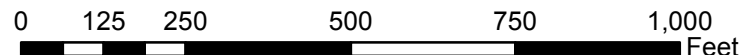
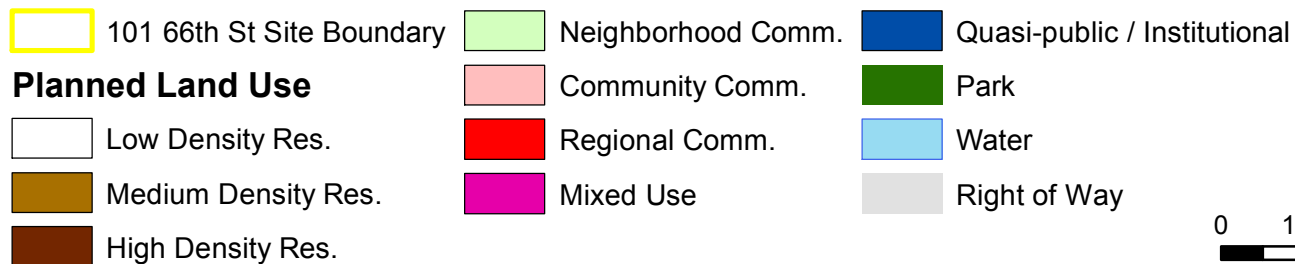
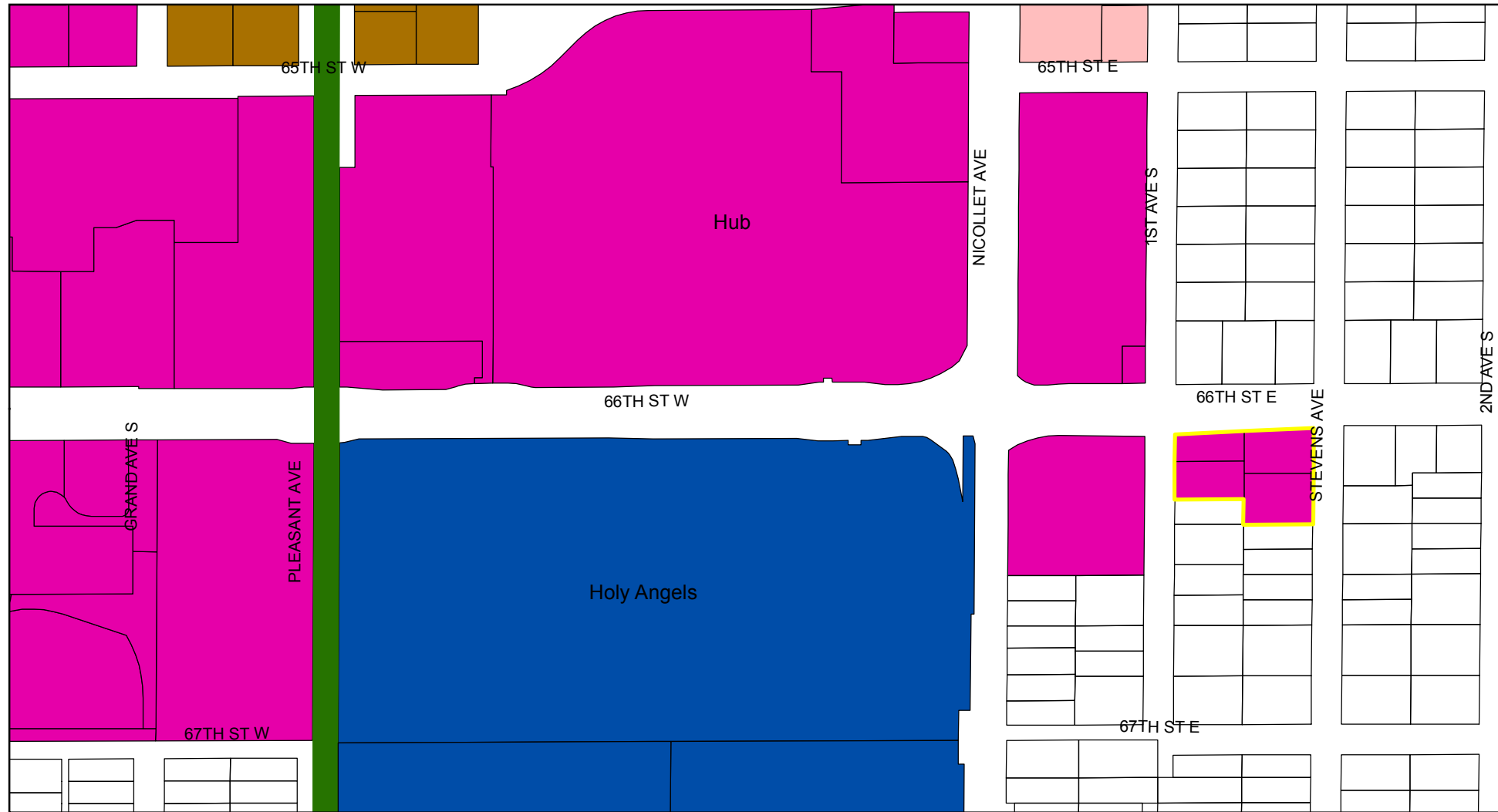
Land Use

-  Non-Single Family Residential Land Use
-  PLH Development Site

66th Street Land Use - Nicollet Avenue to Portland Avenue

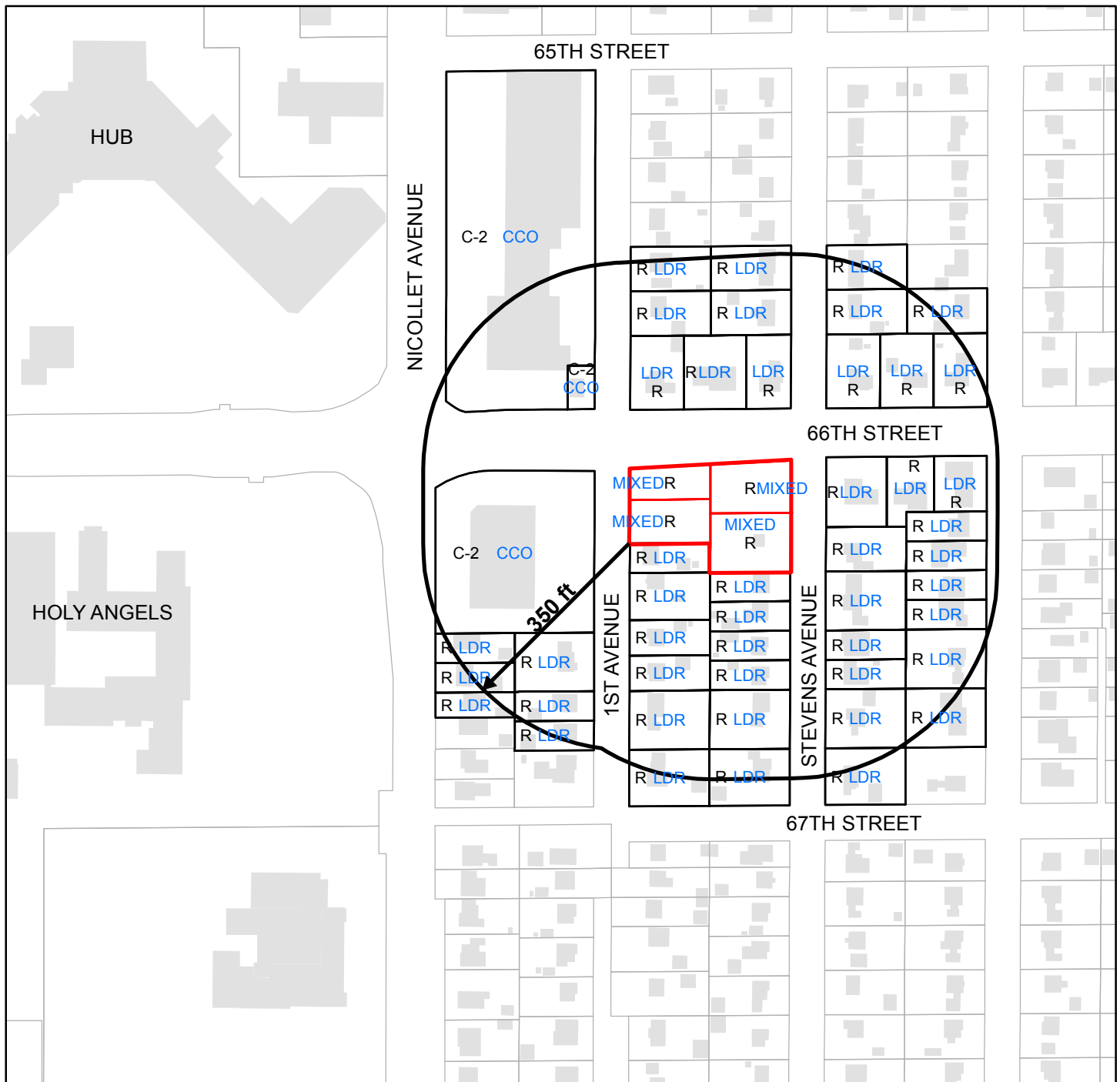


DRAFT Comprehensive Plan Designations - 66th Street & Nicollet Avenue Area



101 66th Street E - CP RZN PUD 5/2018

Surrounding Zoning and Comprehensive Plan



Zoning:

C-2 - General Commercial
R - Single Family Residential

Comp Plan:

CCO - Community Commercial/Office
LDR - Low Density Residential
MIXED - Mixed Use

0 125 250 500 750 1,000 Feet

Legend

Development site
 350 ft. notification area



From: Kathleen Balaban <kbalaban@emcorganics.com>
Sent: Thursday, May 31, 2018 7:51 AM
To: Pat Elliott; Michael Howard; Edwina Garcia; Simon Trautmann; Maria Regan Gonzalez; John Stark; Melissa Poehlman; soleary@richfield.gov; dkitzberger@richfield.gov; srosenberg@richfield.gov; ahoberg@richfield.gov; bpynn@richfield.gov; kquam@richfield.gov; jrudolph@richfield.gov; Matt Brillhart
Cc: jml8839@comcast.net
Subject: 66th and Stevens Mixed Use Zone

To My Elected and Appointed City Representatives:

My name is Kathleen Balaban and I own the home at 6526 Stevens Ave So and was unable to attend the Planning Commission Meeting on May 29th. However, I was able to view the session on-line and was disappointed with the decision for mixed-use zoning, but I understand the need for increased density in our growing city. I thank the Planning Commission and City Council members for working with the residents by requiring the developer, Paul Lynch, to work closer with us in the next few weeks and am unsure if that will truly happen. It was quite evident that the developer's last efforts were surface based and miniscule at best and made no real effort to meet with us as noted by Julie Lapensky during the meeting. I am asking my elected and appointed city officials to hold this developer and our 'city staff' accountable to his efforts or lack thereof to work with us before the June 12th meeting. Personally, I think small group meetings can be more productive than open houses and am expecting Mr. Lynch to, at the very least, reach out to Julie Lapensky, as our neighborhood representative to further consider and make needed changes.

It was noted during a City Council meeting that the developer didn't communicate enough with the residents, when the onus of this and any other project belongs to the city of Richfield. I applaud Edwina for her comments at the City Council meeting pertaining to the lack of communication and potentially lack of experience by this specific developer. We may want and need additional density in our city, but we may not want and/or need this specific developer's lack of experience, lack of communication and lack of flexibility in design and scope. Brick walls, deaf ears, heels dug in the dirt and enlarged egos make it very difficult to come to any common ground. If the project on Lyndale can be passed with lowered number of units from the original proposal, this project can be successful too with less residential units to better fit the lot size and residential neighborhood.

One of the requested items noted by the residents is 'no thru' traffic going north and/or south on Stevens. This is not a developer's decision, but yours. Due to the new zoning and proposed development with added retail, my neighbors and I would like to change that intersection to a pedestrian use crossing only. This would lower the traffic from drivers going north/south on Stevens to 67th, 65th or 64th to avoid the round-a-bout.

This is an opportune time to make that change and a chance to further support us with this unwanted mixed use zoning. It is going to take your action now to require that change while the crews are working on the sewer system and have not begun that intersection's reconstruction yet. One of my neighbors is blind and there are no sidewalks on Stevens forcing her into the street, as she uses public transportation. The lack of thru traffic on 66th and Stevens will lower the traffic making our street safer and quieter once again.

Thank you again for your demonstrated support for our efforts to communicate with the developer and the appropriate city representatives with any concerns pertaining to this specific project and am hoping that there is some downsizing of this proposed building and no thru traffic on Stevens when this and the 66th Street project is completed.

Respectfully,

Kathleen Balaban
6526 Stevens Ave So
612-869-8311

Matt Brillhart

From: Husniyah Dent Bradley <dent_h@hotmail.com>
Sent: Thursday, April 26, 2018 11:29 AM
To: Melissa Poehlman; John Stark; Matt Brillhart; Pat Elliott; Michael Howard; Edwina Garcia; Simon Trautmann; Maria Regan Gonzalez; J Dent
Subject: Comments about Zoning Ordinance Change on 66th between Stevens Ave and 1st Ave in Richfield

Hello,

I wanted to send along several of the comments that I made at the community section of the Richfield Planning Commission held on Monday, April 23, 2018, concerning the mixed use zoning ordinance for the property at 66th Street between 1st Avenue and Stevens Avenue in Richfield.

I am a long time resident of 66th and Stevens Avenue in Richfield and have driven down that street at different times of the day and night.

Things to consider for this project:

-) It is a fairly quiet street and does not have a lot of traffic driving down it. We do have children that walk down the street from time-to-time due to there being no sidewalks
-) Proper notice of the public meeting was not done - residents complained of receiving the notice a day before or after the date, typically a notice is sent 10 days in advance
-) When there was construction on 66th street last year more traffic drove down the street in order to get around the barriers that were placed in the middle of 66th street.
-) If a mixed use complex is built on that corner it will cause a lot more traffic in the area
-) It is currently sometimes difficult to see oncoming traffic when you are stopped at the stop sign, especially when a driver is driving fast or the sun is blocking the view, a lot of vehicles do not see who is at that corner until they reach the top of the hill driving East towards Portland
-) Traffic speeds up after they leave Nicollet Avenue and it is sometimes hard to make a stop before turning right on to 66th and Stevens - when snow is on the ground or ice, your vehicle will slide into the turn
-) If a large building is built on that corner then it will make it even more difficult to see on-coming traffic at the stop sign and snow removal will be a problem
-) As you drive from East to West on 66th street you can tell that there is a hill and the top of the hill meets on 1st avenue - is the building going to level this area out or will the hill remain?
-) There are people that live on the street that sleep during the day and work at night - a lot of noise will disrupt their sleep and sleep patterns
-) If a popular restaurant leases space in the complex then there will be parking issues as seen in St. Paul and Minneapolis, where residents are complaining about the patrons taking all of the parking spaces on the street so they do not have spaces for their family or guests - the same thing will occur if the complex has a meeting room or hospitality room
-) If people are not able to find parking on the same street as the complex then they will park on 65th and Stevens or 65th and 1st Avenue
-) If residents or customers of the complex take up all of the street parking on Stevens Ave on both sides then there will not be a lot of room for EMS - the other week when EMS had to respond to an incident

they had to park in between two vehicles that were parked on either side of the street and could not make it up the driveway of the home.

-) The mixed use complex will have an open ended driveway where people can drive through the driveway and this could cause an issue
-) The parking lot entrance and underground parking entrance is across the street from other driveways - this could make it difficult for the homeowner to get out of their driveway at peak times of the day
-) On 1st Ave and 66th they are about to allow restaurant patrons from Lakeside Grill to park on that side of the street so they will be competing for parking spots as well
-) Can the lot on 1st Ave and 66th be turned into a parking lot?
-) Brixmor Properties has had a tough time leasing spaces at the Hub (maybe due to high lease rates and building issues - roof, upkeep, etc.) - how are the developers going to ensure that their spaces will be leased?
-) There are no affordable housing units planned for the project, not even 10%
-) The developers are asking for additional changes to the space that were not initially disclosed when the project was presented - building it out to the corner, etc.
-) The developers do not know exactly where trash will be collected, where deliveries for commercial space will come in through or other delicate details that need to be ironed out
-) It is great that the developers want to redevelop the property. They are not from MN and are not connected to the community but they have purchased the property and are eager to get started. Hopefully this project will not have a huge impact on the value of the homes in the area, etc.

I hope that everyone is able to visit the location and observe it for 10 minutes or so to get a feel of the type of area it is.

Thanks,

Husniyah Dent Bradley

Matt Brillhart

From: Cynthia Norton <cnorton54@comcast.net>
Sent: Tuesday, April 24, 2018 11:51 AM
To: Pat Elliott; Michael Howard; Edwina Garcia; Maria Regan Gonzalez; John Stark; Melissa Poehlman; Matt Brillhart
Subject: Post 04/23 Meeting Re Mixed-Use Development at 6601 & 6605 1st Ave & 6600 & 6608 Stevens Ave

If the Planning Commission approves the **highly opposed** zoning change to multi-use for the parcel at 66th Street and Stevens and First Ave. South after receiving numerous phone calls, emails and after listening to 3 hours of heartfelt opposition from longtime and new homeowners directly impacted by changing zoning to this parcel it will be clear **none of you** sitting on the volunteer Planning Commission or the elected City Council care about the long-time loyal homeowner's in Richfield.

Remember **we** are the citizens who pay the taxes that support Richfield. It is our tax dollars that allow volunteers and elected officials to sit like stoic statues with your eyes glued to monitor screens instead of looking into the eyes and faces of citizens whose daily lives are impacted by the unwanted decisions you impose upon us.

*Since Sean, the volunteer Commission Chair does not have an email address please forward my email to him.

Cynthia Norton

132 E. 66th St.

Richfield, MN 55423

Matt Brillhart

From: Nancy Norton <nnorton9977@gmail.com>
Sent: Tuesday, April 24, 2018 12:29 AM
To: Pat Elliott; Michael Howard; Edwina Garcia; Maria Regan Gonzalez; John Stark; Melissa Poehlman; Matt Brillhart; Michael Howard; Edwina Garcia; Simon Trautmann
Subject: Re: NO Mixed-Use Development at 6601 & 6605 1st Ave & 6600 & 6608 Stevens Ave

One more very important item the Richfield taxpaying residents said:

1. Home prices will go DOWN as people don't want to live next to apartment buildings.
2. People who purchased homes within the last 1-3 years said they WOULD NOT HAVE PURCHASED if they knew about the mixed use development.

This alone is a HUGE reason to NOT approve the mixed use development. Richfield will not only have 35% - 45% of commercial buildings vacant at The Hub but Richfield homes may also sit vacant or the Richfield house prices may get so low and will negatively impact Richfield.

Don't approve the mixed use development, it will negatively impact Richfield.

Nancy Norton

On Mon, Apr 23, 2018, 11:05 PM Nancy Norton <nnorton9977@gmail.com> wrote:

Hi, You missed a great Planning Commission Meeting tonight. The taxpaying Richfield residents learned the City Members have been working with this Wisconsin builder since 2015 and has known about the Zoning Changes for years and only sent out a small card to the Richfield residents a few weeks ago. The builder sent out a letter a few days ago, which I received the day AFTER the meeting, that the builder wanted to share his building plans with the Richfield residents.

It was VERY CLEAR the Richfield taxpaying residents DON'T WANT mixed use development as about 15-20 Richfield residents spoke tonight AGAINST mixed use development and how they would APPROVE single family homes built on this property. Not one Richfield resident had anything positive to say about mixed use development, everyone is AGAINST it.

We also learned traffic volumes at peak times will increase to about 91 vehicles per hour from our current volume 10-15 vehicles per hour. There is also not enough parking for residents, workers, handicapped, visitors of residents and Stevens Avenue & 1st Avenue should expect both sides of our streets to be used as additional parking. This will cause issues for Emergency Vehicles and Police as well as residents trying to get into their own driveway. In the winter it will be awful for residents as the snow plows will not be able to clear our streets. Residents are also concerned about the volume of vehicles making turns out of Stevens Avenue & 1st Avenue to 66th Street and not being able to clearly see traffic, bikers and pedestrian with the huge cement building blocking the view.

PLEASE, don't approve Mixed Use Development for this area, as it's very clear, this is not the correct location, Richfield taxpaying residents don't want the additional traffic and congestion.

Thank You
Nancy Norton

On Fri, Apr 20, 2018, 10:40 AM Nancy Norton <nnorton9977@gmail.com> wrote:

CRIME will also be increased with additional unnecessary businesses and traffic. We had crime already at the Dairy Queen, Country Buffet, Best Buy and other businesses. Richfield should be making efforts to eliminate crime not bring it into our neighborhood.

Single family homes would be the best use for this property.

Nancy Norton
132 East 66th Street

On Fri, Apr 20, 2018, 10:09 AM Nancy Norton <nnorton9977@gmail.com> wrote:

I should also add the additional noise, traffic and congestion this huge ugly dark chunk of cement will attract will NOT be welcomed. The taxpaying homeowners living access the street do NOT want this.

We would be much happier with single family homes on this property.

Nancy Norton
132 East 66th Street
Richfield, MN 55423

On Fri, Apr 20, 2018, 8:52 AM Nancy Norton <nnorton9977@gmail.com> wrote:

I live across the street and **DO NOT WANT** to look at this huge cement building. **I DO NOT WANT** to have semi-trucks delivering and unloading product to the businesses anytime 24 hours a day 7 days a week, disturbing me. This cement building will only provide shade to 66th street. There is no place for snow removal and not enough parking space available. I only see NEGATIVE from this proposed mixed-use development. As a Richfield homeowner for over 50 years living across the street on Stevens Avenue and 66th Street.

The Hub commercial buildings are 35%-45% EMPTY. Commercial buildings on Nicollet Avenue from 66th Street to 64th Street are 45%-50% EMPTY. YOU should be spending your time getting the empty commercial buildings filled with businesses. Richfield certainly does not need more EMPTY commercial buildings.

I PROPOSE you build 4 (four) beautiful Richfield style **single family homes** that will enhance the area between 1st Avenue and Stevens Avenue on 66th Street. This will enrich Richfield and will not negatively impact the long time tax paying Richfield residents.

Again I say, **ABSOLUTELY NO** Mixed-Use Development at 6601 & 6605 1st Ave & 6600 & 6608 Stevens Ave.

Nancy Norton
132 East 66th Street
Richfield, MN 55423

Matt Brillhart

From: Nancy Norton <nnorton9977@gmail.com>
Sent: Tuesday, April 24, 2018 11:31 AM
To: Pat Elliott; Michael Howard; Edwina Garcia; Maria Regan Gonzalez; John Stark; Melissa Poehlman; Matt Brillhart; Michael Howard; Edwina Garcia; Simon Trautmann
Subject: NO Zoning Change for 6601 & 6605 1st Ave & 6600 & 6608 Stevens Ave

If the Planning Commission approves the zoning change to multi-use development for the parcel at Stevens Avenue and 1st Avenue South on 66th Street after receiving numerous phone calls, emails and additionally listening to 3 hours of heartfelt opposition from longtime and new Richfield homeowners who will be directly negatively impacted by the zoning changes it will be very clear none of you sitting on the Planning Commission or the Richfield City Council care about the taxpaying Richfield residents.

Remember we are the citizens who pay the taxes that support your paycheck. The paycheck that allows you sit like stoic statues with your eyes glued to monitor screens instead of looking into the eyes and faces of the Richfield taxpayers who are speaking directly to you and who've elected you.

Thank You,
Nancy Norton
132 East 66th Street

Matt Brillhart

From: Cynthia Norton <cnorton54@comcast.net>
Sent: Friday, April 20, 2018 1:54 PM
To: Pat Elliott; Michael Howard; Edwina Garcia; STrautman@RichfieldMN.gov; Maria Regan Gonzalez; John Stark; Matt Brillhart; Melissa Poehlman
Subject: Mixed-Use Development at 6601 & 6605 1st Ave & 6600 & 6608 Stevens Ave

As a long time resident and homeowner in Richfield, I am opposed to changing the zoning on the parcel that is across 66th St. from my residence.

I DO NOT WANT this huge cement building that will house commercial and residential. **I DO NOT WANT** the noise and pollution of semi-trucks delivering and unloading product to the businesses anytime 24 hours a day 7 days a week. **I DO NOT WANT** the residential single-family nature of my neighborhood changed to become a place where families are unfamiliar and will change monthly as they move in and out.

This unattractive cement monstrosity that resembles a non-descript Soviet Union styled high-rise will block the sunshine. 66th Street will look dark and shaded and the view will be blocked towards the southwest.

There is not enough space for snow removal. This terrible idea will only add more traffic and congestion to an already busy crime-ridden area of 66th St and Nicollet Ave.

I see nothing positive for me from this proposed mixed-use development. As a Richfield homeowner for over 50 years I embrace the suburban feeling of single-family homes with a yard for kids to play. I do not want my quaint suburb to feel like it is a busy noisy downtown corner.

The Hub commercial buildings are 35%-45% EMPTY. Commercial buildings on Nicollet from 66th Street to 64th Street are 45%-50% EMPTY. Spending your time getting the empty commercial buildings filled with businesses that will provide you with the tax dollars this city needs would be time better spent by the city council. Richfield does not need additional EMPTY commercial buildings.

The Dairy Queen, Best Buy, Rainbow Foods, and The Country Buffet were recent victims of robbery and vandalism. More commercial shops closer to my home only puts me at higher risk of being robbed, raped and/or killed in my own home.

I PROPOSE you build 4 (four) new **single-family homes with a yard** that will enhance the area between 1st Avenue and Stevens Avenue on 66th Street. This will enrich Richfield. It will not negatively impact the long time and loyal tax paying Richfield residents.

I am 100% against changing the zoning classification. I vote **ABSOLUTELY NO** to Mixed-Use Development at 6601 & 6605 1st Ave & 6600 & 6608 Stevens Ave.

Cynthia Norton

132 East 66th Street

Richfield, MN55423

Matt Brillhart

From: Melissa Poehlman
Sent: Monday, May 14, 2018 1:47 PM
To: Matt Brillhart
Subject: FW: Questions RE: Mixed-Use Development between Stevens Ave and 1st Ave

Importance: High

Melissa Poehlman, AICP

Asst. Director of Community Development | City of Richfield
☎ 612.861.9766

From: Steve Devich
Sent: Monday, May 14, 2018 10:35 AM
To: Elizabeth VanHoose (bethjvanhoose@hotmail.com); John Stark
Cc: Mary Tietjen; Melissa Poehlman
Subject: FW: Questions RE: Mixed-Use Development between Stevens Ave and 1st Ave
Importance: High

I believe that this email is actually a data request that we will have to respond to in the normal fashion. Correct?



Steven L. Devich | City Manager
City of Richfield
Tel: (612) 861-9702 | Fax: (612) 861-9749
sdevich@richfieldmn.gov
...A great place to thrive



From: Pat Elliott
Sent: Monday, May 14, 2018 8:13 AM
To: Nancy Norton
Cc: Steve Devich
Subject: RE: Questions RE: Mixed-Use Development between Stevens Ave and 1st Ave

Good morning to both Nancy and Cynthia. In response to your questions I must confess to not being the best person to answer them but will do my best. In regards to No.1 I'm not certain meetings between staff and developers or those interested in commercial ventures in Richfield require minutes or other formal record keeping but will check with the City Manager to see if I am wrong. Not being a party to the homeowners inquiries about future plans before or after Mr. Lynch's acquisition and not having been provided the names of the Richfield members who allegedly had the information sought I'm afraid I can't answer this question either. In regards to No. 3 I would suggest you direct this question to the Planning Commission members.

Pat

From: Nancy Norton [nnorton9977@gmail.com]
Sent: Saturday, May 12, 2018 11:13 AM

To: Pat Elliott

Subject: Questions RE: Mixed-Use Development between Stevens Ave and 1st Ave

Mayor Elliott, Can you provide a response to the following questions regarding Mixed-Use Development between Stevens Avenue and 1st Avenue:

1. How can I obtain all the minutes of the "Richfield staff meetings" with PLH & Associates from 2016 to the present?
2. Can you provide the reason why the homeowners that inquired about future plans of this property before and after Mr. Lynch purchased the property were never provided any details when they contacted various Richfield members who would have knowledge of future plans for this parcel? Why did the City wait until April 2018 to **FIRST** inform the homeowners directly impacted of the zoning change yet the City has been actively working and meeting with this developer since 2015/2016? During this same time period many homeowners inquired with the city of Richfield about the plans for this property and unquestionably no information was provided to them
3. Why did the planning commission put the desires of a **Wisconsin businessman and a non Richfield resident** ahead of the desires and wishes of the residents of Richfield? Why did the planning commission immediately approved the zoning change to Mixed-Use Development for this property moments after listening to **overwhelming opposition** from the homeowners directly impacted?

Link to RICHFIELD SUN Article:

https://www.hometownsource.com/sun_current/planning-commission-approves-change-of-comprehensive-plan-tables-decision-on/article_fbe1a37a-53f8-11e8-ae59-3b4731908eb7.html

At the April 23 Richfield Planning Commission meeting, several residents who live between First and Stevens avenues spoke at the public hearing **against the approval** of an amendment of the comprehensive plan to change a property to a mixed-used development on 66th Street at the former Southview Baptist Church property at 101 66th St. E.

Despite an overwhelming opposition to a mixed-use development in the neighborhood of First and Stevens Avenues, the **Planning Commission voted unanimously to recommend approval** of the change to the comprehensive plan. The comprehensive plan for 2040 has yet to be approved and the deadline for submission to the Metropolitan Council is July 1.

The project and timing details

PLH & Associates, the builder for the project, purchased the property in August 2016 and presented its initial design concepts to the planning commission and city council at work sessions on Aug. 23, 2016, and Nov. 20, 2016.

Paul Lynch of PLH & Associates, a real estate investment construction service and property management company, said that after he received **positive** feedback from the staff meetings and sessions, he purchased the property at the corner of 66th Street and First Avenue and began designing the project.

Residents' input

During the public comment portion of the meeting, 22 residents and business owners approached the stand to make comments **opposed** to the project's designation as a mixed-use property.

Thank You,
Nancy Norton
Cynthia Norton

Matt Brillhart

From: Mike Plantan <mike.plantan@gmail.com>
Sent: Tuesday, May 15, 2018 9:30 PM
To: Paul Lynch
Cc: Matt Brillhart; cathyandjeffbender@earthlink.net; jml8839@comcast.net; tluv2travl@aol.com; Michael Howard; Edwina Garcia
Subject: Re: The EMI
Attachments: neighborhood input.docx

Hi Paul,

Attached is a list of input items from the neighborhood. Please let me know if there are any questions, comments, or concerns and I look forward to discussing this further.

Thanks,
Mike

On Tue, May 15, 2018 at 4:10 PM, Plantan, Mike <mike.plantan@optum.com> wrote:

Hi Paul,

Sorry for the delay, I did not have an opportunity to compile those last night. The notes are on my personal computer, I will get those sent out this evening.

Thanks for hosting the open house. I will follow up with Ryan on the more technical questions we asked and be sure to CC you on those emails.

Thanks,

Mike

Mike Plantan | Optum

Associate Director Healthcare Economics Consultant, OptumCare

[11000 Optum Circle, Eden Prairie, MN 55344](#)

○ +1 952-205-1440

mike.plantan@optum.com

www.optum.com

From: Paul Lynch [mailto:lynchp@plh-associates.com]

Sent: Tuesday, May 15, 2018 2:57 PM

To: Plantan, Mike

Cc: Matt Brillhart; cathyandjeffbender@earthlink.net; jml8839@comcast.net; tluv2travl@aol.com; Michael Howard; Paul Lynch

Subject: RE: The EMI

Mike,

Thank you for attending last night and presenting questions and concerns from the neighborhood group.

Can you please reply back with the questions and concerns from last night?

Thank you,

Paul Lynch Jr., Managing Member



MADISON | MINNEAPOLIS

PO BOX 390157, Minneapolis, MN 55439-0157 | 608-206-7596 | www.plh-associates.com | lynchp@plh-associates.com

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From: Plantan, Mike <mike.plantan@optum.com>

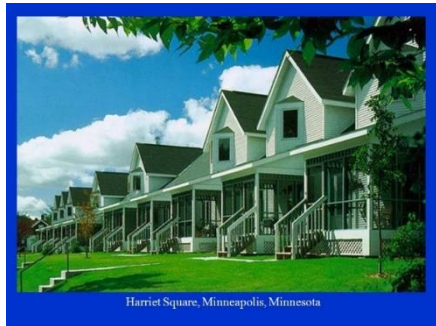
Sent: Monday, May 7, 2018 8:54 AM

To: Paul Lynch <lynchp@plh-associates.com>

1. The neighborhood would like a smaller development that fits with the residential character of the neighborhood, such as 2 story townhouses with walk up entries - this would mitigate the negative impacts to the single family neighborhood of traffic noise and safety issues, parking issues, privacy concerns, general noise, concerns about mechanicals, etc.

- more green space and mature trees

- a building and parking areas that do not require variances to the current city zoning code



2. Neighbors would prefer a residential-only option vs mixed-use

3. Special consideration must be given to the needs of neighbors immediately adjacent to the property, in order to preserve their well-being and the value of their properties.

4. No restaurants or high traffic volume businesses

- Businesses be 9-8

- Limits on delivery hours

5. More mechanical specs available in design specs

- First floor mechanical room to ensure enough space for equipment and get back additional parking spots

6. No protruding balconies

- Juliet style balconies

7. Appropriate, and appealing barrier to neighborhood

8. Provisions for snow removal

- Bond for snow removal if being provided by city to ensure continued maintenance

9. Wrap lower parking lot to exit into parking from underground

10. Break away barriers on Stevens exit

- Rumble strip in parking lot or other cut through prevention measure

11. Underground parking exit set back from 66th

12. revised plans showing items that we have been told are being included but never seen in documentation, including traffic control signage, “porkchop” cut out, security plans, and tenant guidelines.