SPECIAL CITY COUNCIL WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
SEPTEMBER 25, 2018
6:15 PM

Call to order

1. Richfield Pedestrian Master Plan
2. Snow and Ice Policy

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

September 20, 2018

Council Memorandum No. 71

The Honorable Mayor
and
Members of the City Council
City of Richfield

Subject: September 25, 2018 City Council Work Session

Council Members:

The following items will be discussed at the September 25 City Council work session:

Snow and Ice Policy
Operations Superintendent Chris Link will be reviewing the Public Works Snow and Ice Policy (attached). While Richfield snow and ice control practices remain largely unchanged with the updated policy, this rewritten version makes clear to residents, businesses, property owners, and city staff exactly how Public Works staff handles the challenges winter presents.

The purpose of the work session is to discuss current snow and ice removal practices and answer any questions about the new policy. City Attorney Mary Tietjen will be in attendance should any legal questions arise. Staff will be seeking City Council approval of the updated policy at an upcoming City Council meeting.

Richfield Pedestrian Master Plan
Transportation Engineer Jack Broz will be reviewing the Richfield Pedestrian Master Plan (attached), which was developed as part of the City's Comprehensive Plan process. The Plan documents the current process used by Public Works on transportation projects to create safer, more convenient and enjoyable places to walk in the city of Richfield. The Plan also reviewed existing relevant plans and polices and has identified some potential future changes to those policies to improve pedestrian facilities on future projects. The Plan is in the final review stages among staff and the Transportation Commission, at which point the Commission will recommend approval of the final plan by City Council.

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

Respectfully submitted,

Steven L. Devich
City Manager

SLD:sjk
Attachments
Email: Assistant City Manager
Department Directors

PUBLIC WORKS DEPARTMENT
CITY OF RICHFIELD

DATE: 9/18/2018

SUBJECT: Snow Removal and Ice Control Policy

Purpose

The purpose of this Snow Removal and Ice Control Policy ("Policy") is to define and outline snow removal and ice control objectives and procedures as established by the City of Richfield ("City") and the Public Works Department ("Department").

Introduction

The City assumes basic responsibility for snow removal on City streets, City sidewalks/trails/cycle tracks, and City-owned public parking lots. The City assumes basic responsibility for ice control and mitigation on City streets and City-owned public parking lots, but does not salt or sand City sidewalks/trails/cycle tracks. Reasonable snow removal and ice control is necessary for routine travel and emergency services. The City strives to provide this service in a timely, safe, and cost-effective manner while keeping in mind safety, budget, personnel, equipment, and environmental concerns. The City will primarily use its own personnel and equipment to provide this service, but may also use private contractors when necessary.

The Policy supersedes written or unwritten policies of the City and Department regarding snow removal and ice control. This Policy does not relieve the operators of private vehicles, pedestrians, property owners, residents, and all others that may be using public streets, sidewalks, and trails or that may otherwise be affected by snow/ice removal operations, of their responsibility to act in a reasonable, prudent, and cautious manner given the prevailing weather and street conditions.

Policy

The Operations Superintendent, under the direction of the Public Works Director, will make decisions as to time, method, and materials used on snow removal and ice control operations. The Operations Superintendent is responsible for coordinating equipment and personnel, and assigning work based on the need for snow removal and ice control within the City. The Operations Superintendent maintains the authority to delegate any of the responsibilities laid out in this policy to appropriate Department staff.

The Department will only conduct snow and ice control operations when weather conditions do not endanger the safety of employees or equipment and operations are effective. Factors that may delay snow and ice control operations include:

- Severe cold
- Significant winds
- Limited visibility
- Rapid accumulation of snow and/or ice
- Traffic conditions (e.g., rush hour)

DRAFT

The Department continuously monitors forecasts and weather conditions to aid in mobilization decisions. The Department will use multiple sources for storm warning preparedness, including, but not limited to the following:

- National Weather Service (www.weather.gov)
- Hennepin County Emergency Management
- Local News Weather Reports
- Various weather-related web sites

Planning and Scheduling

Snow removal and ice control operations may occur during assigned work shifts or, in some situations, on a call back of workers. When conditions allow, work schedules will be arranged to keep overtime at a minimum, with overtime scheduling being approved by the Operations Superintendent. The Operations Superintendent will notify the Public Works Director of any unusual amount of overtime to be performed and the reasons for the overtime.

The Operations Superintendent retains the authority to alter assignments based on weather conditions, equipment and personnel availability, and other conditions related to snow removal and ice control.

Mobilization

Mobilization of employees is the responsibility of the Operations Superintendent. The Operations Superintendent will determine the dispatching of equipment for City streets, City sidewalks/trails, and City-owned public parking lots.

The Operations Superintendent will keep the Public Works Director informed of the start, progress, and completion of full-scale snow removal and ice control operations.

Initiating Operations

The start of snow removal and ice control operations depends upon current and anticipated conditions. The Operations Superintendent will decide when to initiate snow removal and ice control operations. Snow removal and ice control operations may be initiated any time they are deemed to be beneficial to the City. Some criteria for the decision are:

- Snow accumulation of two (2) or more inches
- Drifting of snow that causes travel problems
- Icy conditions which seriously impact travel
- Timing of snowfall in relation to heavy use of streets (e.g., rush hour)
- Forecasted and anticipated changes in weather conditions

Snow Route Assignment and Planning

Each year, the Department prepares a map of the street system, sidewalk/trail system, and public properties serviced by the City. These maps identify route areas that identify personnel, equipment, and, if necessary, the private contractors used to provide the

services. Annually, the Department revises route areas to correspond with budget, equipment, personnel, and other resources available to the City.

The Department identifies priority routes and hazards within each route area. These route areas are generally assigned to individuals and are used for planning and executing routine snow removal and ice control operations.

Street Snow Removal Routes

The Department has classified City streets based on the street function, traffic volume, and importance to the welfare of the community. The priority of snow removal routes are as follows:

1. Minor arterial roads: high-volume routes that connect the urban service area to cities inside and outside of the region
2. Collector streets: streets providing access between neighborhoods, minor business concentrations, and schools
3. Low-volume local streets
4. City parking lots, alleys, sidewalks, and trails

Emergency services officers may contact the Department to dispatch workers and equipment to provide services for emergency vehicles (i.e. police, fire, ambulance, equipment needed for electrical outages, gas leaks, etc.) responding to emergencies within the City. The Department will dispatch necessary workers and equipment as soon as possible.

Sidewalk/Trail/Cycle Tracks Snow Removal Routes

Priorities for snow removal on sidewalks are set to accommodate the needs of the mass transit public. Priority for plowing is as follows:

1. HUB area
2. Arterial roads
3. Collector streets
4. Residential neighborhoods

In the event of a major snow event (six (6) inches or more) one side of each arterial street will be plowed, until all arterial roads are cleared. Typically, two machines will be available for snow removal from sidewalks.

Cycle tracks will be cleared of snow at the discretion of the Operations Superintendent

Sidewalk/Trail/Cycle Tracks Ice Policy

In effort to best utilize the City's finite resources and prioritize snow and ice removal in high-impact areas as outlined throughout this Policy, the Department will not apply salt, sand, or other de-icing chemicals to sidewalks/trails/cycle tracks. Due to the ever-changing nature of the Minnesota climate, the physical and financial cost of keeping all sidewalks/trails/cycle tracks free of ice at all times would substantially outweigh the benefit to the community. In addition, salt, sand, and other de-icing agents have adverse effects on the local environment. Application of these substances is imprecise and may result in negative effects to adjacent green space and/or infiltration into ground water. Residents and business owners are encouraged to make sure sidewalks adjacent to their properties are ice free or otherwise safe for passage.

Transit Accommodations
In addition to plowing sidewalks in the most heavily used areas first, the Department employs a Sentencing to Service crew four days per week, whose primary task in the winter months is to clear bus stops of snow and ice for mass transit users. The Sentencing to Service crew works a defined schedule so it can take up to three days before some transit stops are cleared, depending on the timing of snowfall in relation to the schedule.

Equipment Inspection
The Department mechanics conduct a thorough inspection of all snow and ice related vehicles and equipment prior to the start of the snow season. In addition, all trucks are annually certified through the Minnesota State Patrol Mandatory Inspection Program.

The Department also conducts daily inspections of snow and ice related vehicles and equipment during the snow season. Operators of the vehicles and equipment record their daily inspections and the status of the vehicle.

Equipment Calibration
The Department calibrates all salting vehicles prior to the start of the snow season to ensure efficient and effective application. Calibration will also occur if there is a major hydraulic repair or service needed on the vehicle.

Other Responsible Entities
Other governmental entities maintain certain streets within the City, which includes snow and ice removal. The Minnesota Department of Transportation (MnDOT) and the Hennepin County Highway Department maintain separate maintenance policies for streets they maintain within the City. From time to time, entities may contract with each other to perform snow removal services. The ultimate responsibility for snow removal services rests with the controlling entity.

Hennepin County maintains streets on **Penn Ave, Nicollet Ave,** and **Portland Ave** from Trunk Highway 62 to Interstate 494 in Richfield, as well as the entirety of **66th Street** in Richfield and into Edina.

MnDOT is responsible for all freeway on/off ramps on Trunk Highways 62 and 77 and Interstates 35W and 494 in Richfield.

Responsibility varies between **Richfield, Hennepin County,** and **Bloomington** for sidewalks along interstate/trunk highway overpasses and underpasses.

The table below summarizes the entity responsible for clearing sidewalks.

Sidewalks on overpasses	**Entity**
494/Penn	Hennepin County
494/Portland	Hennepin County
494/Nicollet	Hennepin County
62/Penn	Hennepin County

62/Portland	Hennepin County
77/66th Street	Hennepin County
494/Lyndale	Bloomington
494/12th Ave	Bloomington
76th Street/35W	Richfield
Sidewalks on underpasses	**Entity**
62/Lyndale	Richfield
62/Nicollet	Richfield
66th Street/35W	Richfield

Private Contractors Providing Snow Removal Services
Richfield City Code, Subsection 930.17, limits the operation of vehicles for snow plowing on private property in residential districts and within fifty (50) feet of such districts to the period between 6:00AM and 10:00PM any day of the week.

Post-Snowfall Events
Operators conduct follow-up plowing as needed. Generally, further clearing takes place where cars were parked, at intersections, etc. Additional salting of intersections may occur at this time as well.

Snow and Ice Control Materials
The City does not have a "bare pavement" policy. The Department will wait for snowfall to cease or accumulate sufficiently before initiating snow removal. General snow pack will remain on City streets and sidewalks in many cases.

The Department will use snow and ice control materials when there are hazardous ice or slippery conditions on streets. The Department may use other minerals, chemicals, and mixtures to assist in ice control provided they have an equivalent or lesser effect on the environment than salting and are economically feasible. The Department is concerned with the effect of chemicals on the environment; therefore, it will limit its use of such chemicals.

The Department initiates salting operations to melt ice on City streets. The Department will apply snow and ice control materials at times and rates that maximize effectiveness and generally limit application to:

- Intersections
- Hazardous areas
- Isolated, slippery areas

The Department may order use of additional salt if pavement, air temperatures, or precipitation type warrant. The Department has adopted salt application best practices as stated in the Minnesota Snow and Ice Control Handbook.

The City does not employ salt or other ice control measures on sidewalks/trails/cycle tracks in the City.

Refreeze Conditions
It is not possible or practical for snow and ice to be completely removed from all sidewalks or prevent melting snow or ice from refreezing on sidewalks. Users of sidewalk and trail facilities are expected at all times to be mindful of current conditions and avoid hazards to remain safe.

Material Handling and Storage
Salt stockpiles are stored off-site at a nearby Minnesota Department of Transportation (MnDOT) facility with the exception of approximately 300 tons being stored in an enclosed structure at the Public Works maintenance facility. During the off-season, salt at the Public Works maintenance facility is tarped and stored inside a covered structure. No other materials or supplies are stored in the structure containing the salt.

Spreading and Plowing Procedures
The Department will plow snow in a manner that minimizes traffic obstructions. The center of the roadway will be plowed first, and then the snow will be plowed from left to right so the snow discharges onto the boulevard. When plowing on bridges, operators will adjust their speed to reduce or eliminate a snow wake from going over the side of the bridge. Snow on dead-end streets will generally be plowed to the end of the roadway and snow on cul-de-sacs will be plowed to the middle of the cul-de-sac.

As necessitated by available resources, snow is plowed to the edge of the street without regard for sidewalks, driveways, and other structures located in the right-of-way. Sidewalks will be cleared after roadways are cleared. The City recognizes the inconvenience that comes from snow piling up on driveways due to plowing activities, but the City is not responsible for removing this accumulated snow.

Snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while actually engaged in work on streets, except for regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snowplow operators have discretion to disregard standard traffic laws, when, in their judgement, it is safe to disregard such laws.

Hauling of Snow and Snow Storage
From time to time, the Department will remove snow where space does not allow for snow to be pushed or piled outside the driving lanes by hauling to another location. The Operations Superintendent will determine when snow will be removed by truck from the boulevard area. Snow hauling operations will not commence until other snow/ice removal operations have been completed. Snow hauling operations may also be delayed depending on weather conditions, personnel, and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage zone will be located in an area that minimizes environmental impact.

Snow Emergencies

Snow Emergency Procedures
Concurrent with the above policy, the following are additional City practices employed during a declared snow emergency (see City Code, Subsection 1305.13).

Snow Emergency Notifications

A snow emergency is declared by the Operations Superintendent, or designee. Declaration of a snow emergency can be found at the following:

a. Contact the Snow Emergency Line at 612-861-9178
b. Visit the City Website at www.richfieldmn.gov
c. Sign up for e-update on the City website at www.richfieldmn.gov/residents/e-notification
d. Local news channels
    i. WCCO
    ii. KMSP
    iii. KSTP
    iv. KARE 11
e. Social Media (Facebook, Twitter)

Parking Limitations

Vehicles parked on the roadway during a snow or ice event may impair the effectiveness of snow and ice control and removal. Richfield City Code, Subsection 1305.13, prohibits on-street parking during a snow emergency. A snow emergency is in effect after a snowfall of two (2) or more inches and/or upon the declaration of a snow emergency by the City Manager, or designee, and continues until the street has been plowed curb-to-curb.

Richfield City Code, Section 1315, permits certain vehicles to park in the front yard areas of residential districts of the City during a snow emergency, subject to the following conditions:

a. The vehicle must be parked as close as possible to the established driveway area serving the property on which, or in front of which, it is parked;
b. Permission of the property owner must be obtained;
c. The vehicle must be parked at least eight (8) feet back from the curbline, and five (5) feet back from any public sidewalk;
d. The vehicle may not be parked off of an established driveway within the area bounded by the street curblines abutting said corner lot and a line connecting points on the abutting curblines of fifty (50) feet from the point of intersection of the extensions of the curblines; and
e. Movement to and from the parking area must be over the established driveway rather than over the curb.

The owner of the property shall repair any damage to the adjacent boulevard area caused by parking in the front yard areas of residential districts.

<u>Private Property</u>

Snow Removal on Private Properties

It is a public nuisance and violation of City Code, Subsection 830.41, to shovel, plow, or cast snow or ice from private property onto a public street, alley, sidewalk, boulevard, or public parking lot. It is allowable to remove snow or ice from a private driveway or walkway and deposit the snow or ice on the portion of the boulevard immediately adjacent to the private property. Pushing, piling, or storing snow in or across the street is prohibited.

Service to Private Property

City personnel and any personnel contracted by the City do not provide snow removal and ice control services to private properties. Services may, however, be provided with the permission of the property owners in situations where City operations directly benefit from operations on private property. Snow removal operations may be conducted on any private property when emergency vehicles responding to a call for service require access to private property. Any operations on or services provided to private property are authorized by the Department, or are provided at the request of any emergency services officer responding to a call.

Snow Operation Damages

Snow removal and ice control operations can cause damage to property, even under the best circumstances and care by vehicle and equipment operators. Most often, damage occurs to property improvements in the City right-of-way, which generally extends eight (8) to twelve (12) feet beyond the edge of street pavement.

The City is not responsible for damage to vegetation caused by plowing or the application of sand and salt mixtures. However, the City will make its best effort to repair damaged grass along curb lines and sidewalk edges using black dirt and seeding.

Personal property in the City's right-of-way damaged by snow being deposited from an accumulation on the blade of a snowplow will not be considered for compensation. Any property damage claims allegedly resulting from City snow plowing activities must be filed with the City's insurance through the Human Resources Department

When disagreement about the responsibility for the damage occurs, the Department will investigate and decide responsibility.

Equipment operators and contractors are directed to immediately contact their supervisor and the supervisor will contact the Department and Police Department whenever an incident involves damage to vehicles, significant structures, or involves any injury to a person.

Equipment operators and contractors also report existing damage they observe to avoid any potential future claim the damage was caused by snow removal or ice control operations.

Service Requests and Complaints

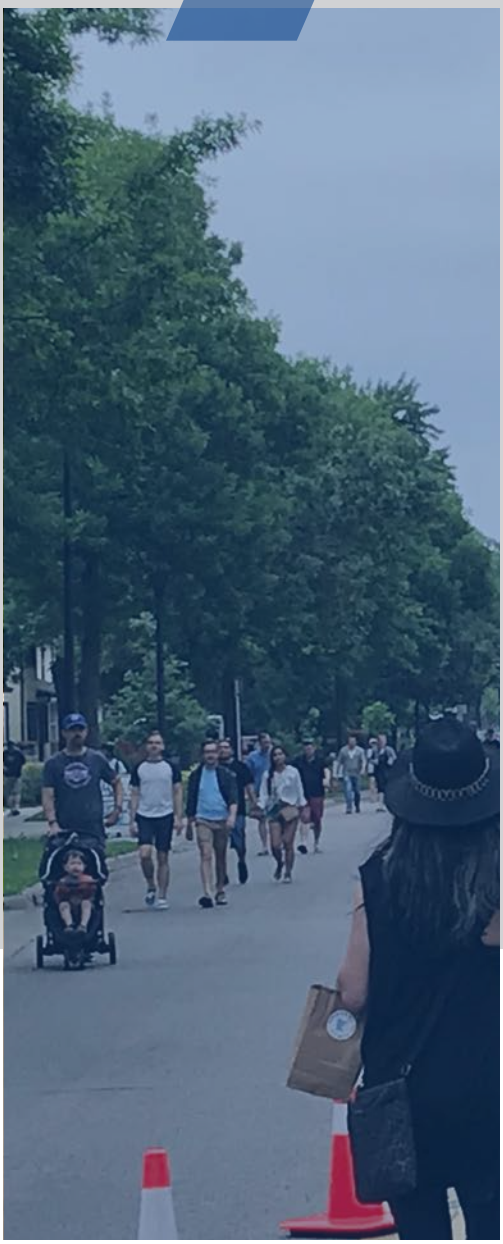
The Department will take service requests and complaints regarding snow removal and ice control operations during normal working hours. The Department will prioritize service requests and provide resolution at their discretion, in keeping with available personnel, equipment, and materials. The Operations Superintendent will receive and respond to service requests or complaints that the administrative staff is unable to answer.

Policy Review

The Department will review this policy annually. The Department will keep on file written comments and complaints received regarding this policy. Any review will consider comments or complaints received since the last review. The review will also consider

input from City employees and contractors, members of the public, and other affected parties.

RICHFIELD
PEDESTRIAN PLAN



Executive Summary

August 2018

Prepared by:
Zan Associates

EXECUTIVE **SUMMARY**

This plan describes a systematic approach for evaluating pedestrian demand based on proximity to land uses that generate pedestrian trips, social and economic factors that generate a higher demand for pedestrian mobility, and the physical context of a given location. The plan also establishes measures to evaluate the pedestrian network to determine its ability to meet the specific demand and priority. Finally, the plan includes guidance on new and emerging pedestrian design tools and recommendations for implementation of a citywide pedestrian improvement program.

The Richfield Pedestrian Plan is a tool to create safer, more convenient and enjoyable places to walk in the City of Richfield.

Richfield Pedestrian Plan Overview

Walking is fundamental to all aspects of transportation.

People walk... for exercise, to the bus stop, from their bike to their house, from a car to a restaurant, just for the fun of it.

Regardless of the nature of the trip, all pedestrians have the right to a safe pedestrian trip and it should also be efficient and enjoyable.

PEOPLE IN RICHFIELD ARE WALKING

3.5%
In Richfield, 3.5 percent of commuters ***walk to work*** compared to 2.8 percent nationally. *ACS, 2016*

40%
Approximately 40 percent of commuters who walk to work in Richfield are ***people of color*** and 20 percent are ***living in poverty***. *ACS, 2016*

47%
Approximately 47 percent of commuters who walk to work in Richfield ***do not have a vehicle*** available to them. *ACS, 2016*

30%
In Richfield, 30 percent of ***students live within one half mile of a school***. *SRTS Comprehensive Plan, 2014*

WALKING IS GOOD FOR HEALTH

52%
Nearly 50 percent of Minnesotans fail to meet the Department of Health's exercise recommendations (at least 150 minutes per week) Minnesota Walks, 2016

62%
Of Minnesotans that meet physical activity guidelines, 62 percent do so by ***including walking*** as part of their regular physical activity. *Minnesota Walks, 2016*

WALKING IS GOOD FOR THE COMMUNITY

People living in pedestrian-friendly cities tend to be engaged in their community. One study found that living in pedestrian-friendly neighborhoods have higher levels of social and community engagement compared with those living in car-oriented suburbs. *Leyden, Kevin M, 2003*

WALKING IS GOOD FOR THE ECONOMY

There is a growing demand to live and work in pedestrian-friendly places. One study found that real estate values increase by $500 to $3,000 per increase in Walk Score Point (walkscore.com). *Cortright, Joe, 2009*

PLANNING **CONTEXT**

Cities and the way people move within them are changing. Many people want walkable urban areas, robust multimodal transportation options, and the ability to lead healthy and active lives.

There is growing momentum around improving multimodal transportation options in Richfield, and walking is a critical component of this trend.

Richfield Pedestrian Plan Goals

The purpose of the Richfield Pedestrian Plan is to help make walking the easy choice. Richfield can achieve this by:

1. Making design for pedestrians first priority
2. Coordinating multimodal transportation networks and land use decisions
3. Making public realm improvements a standard in high activity locations

Influencing Themes and Trends

Vehicle speed
Higher vehicle speeds increase the likelihood of pedestrian injury or fatality if a pedestrian is hit. The key turning point for pedestrian safety is 30 miles per hour–any faster and the chance of survival goes way down. For example, if a pedestrian is hit by a vehicle at 40 mph, the fatality rate is 85%, whereas a pedestrian crash at 20 mph has a 5% fatality rate.

Livability
A livable place has a combination of vibrant public spaces, mixed income housing, resilient local economy, recreational opportunities, easy access to goods and services. People can walk for recreation and can have a joyous experience while accessing important destinations.

Active living
is about creating places that integrate physical activity into daily life by encouraging people to incorporate physical activity into their daily routine. The ability to safely walk is a critical component of active living.

Complete streets
is an approach to street planning and design that considers and balances the needs of all transportation users. This approach to roadway design emphasizes the needs of the most vulnerable users, such as pedestrians, over vehicle users.

Distracted driving
is an activity that takes away attention from driving, thus creating a risk for the driver and others around them. Pedestrians are vulnerable to serious injury and fatalities when hit by drivers, thus making distracted driving a large threat to pedestrians.

Healthy living
is about making healthy behaviors a part of daily life through physical, mental and spiritual means. Regular physical activity such as walking reduces the risk of chronic diseases; as little as 10 minutes of brisk walking a day has cardiovascular benefits. Walking has also been shown to lead to improved mental well-being and reductions in rates of depression and feelings of isolation.

Transportation funding
has been a contentious issue at all levels of government over recent years, often leaving transportation projects with less money. With less funds, walking related projects and programs need to be implemented in an efficient manner and to "do more with less."

PEDESTRIAN **DEMAND**

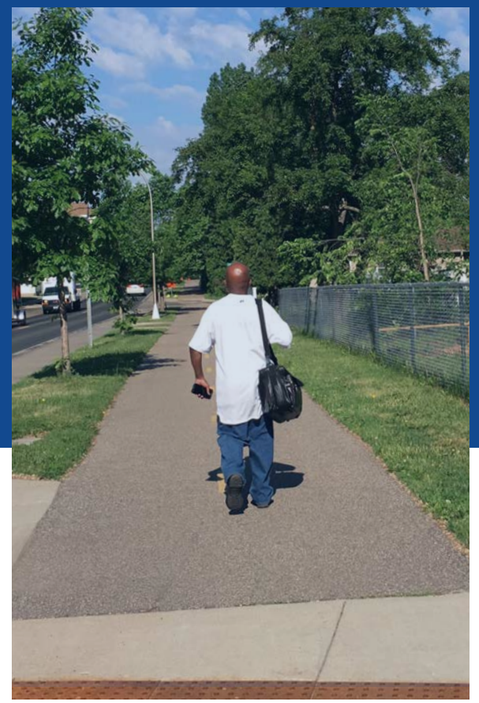
People walk for many different reasons and in many different places, but people avoid walking when they feel unsafe or uncomfortable. As a result, there is often significant latent demand for walking that doesn't show up when counts are made of current walking. A better understanding of both current and latent pedestrian demand is achieved by looking at factors including:

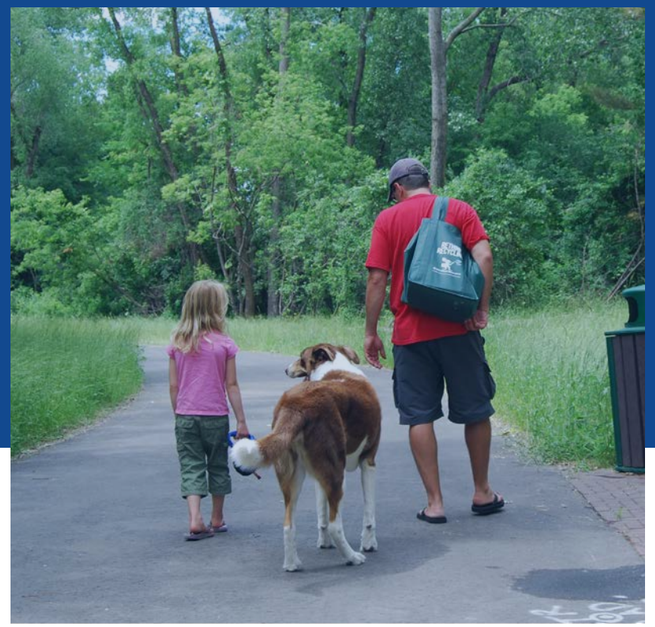
- Adjacent land uses and nearby activity centers
- Proximity to parks and schools
- Presence of transit service
- Population density and demographic make
- Role of the corridor within the larger transportation network

The following maps illustrate pedestrian demand in Richfield. The first shows destinations and activity centers within the city, based on a survey completed as part of the development of the Richfield Bicycle Master Plan in 2010, and updated to reflect current conditions. The second is a pedestrian demand "heat map" which interpolates pedestrian demand factors and population characteristics to show the relative pedestrian demand throughout the city. Together, these maps serve as a starting place for understanding pedestrian demand at a given location.

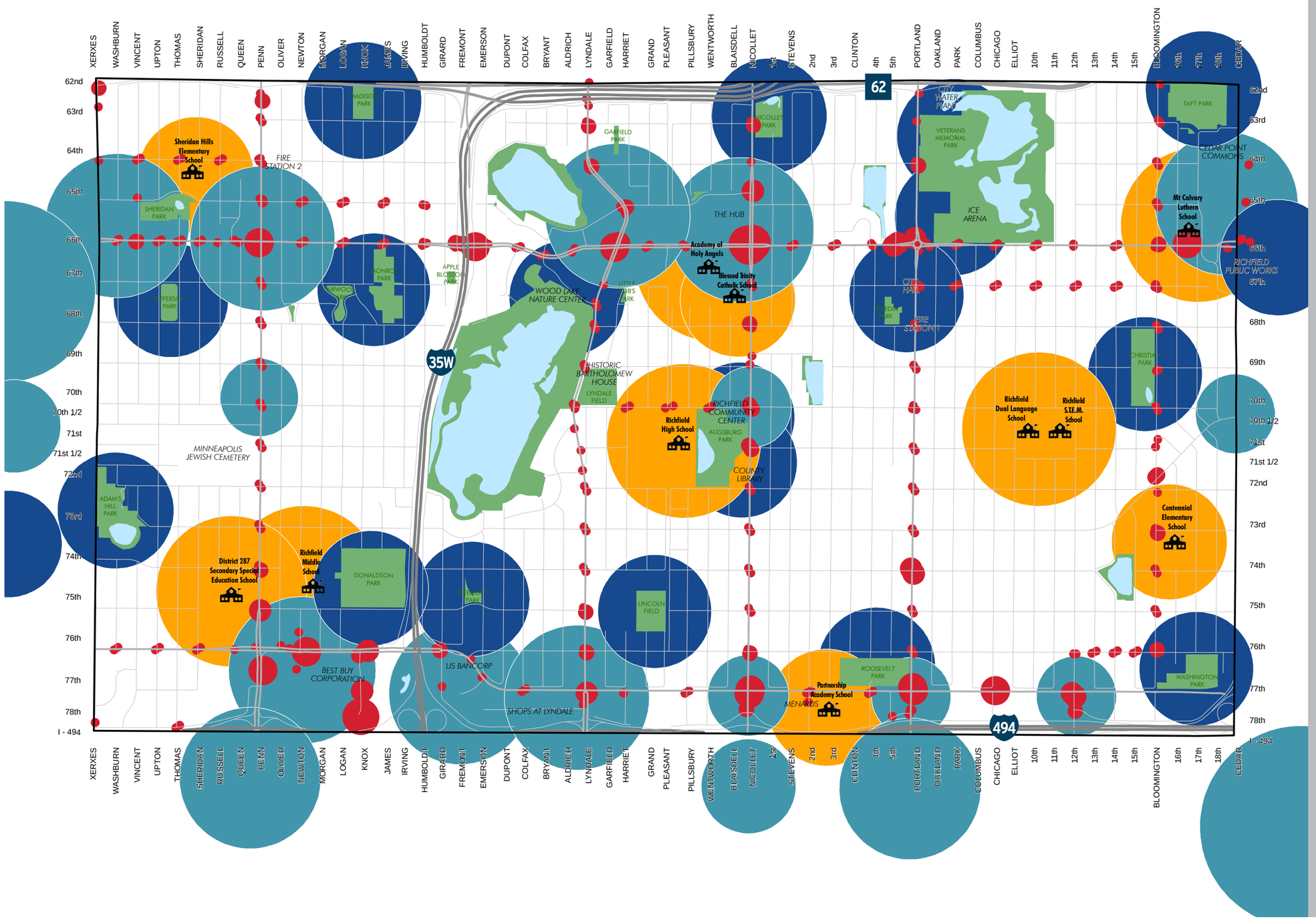
Demand is inclusive of both existing users and unmet need, or latent demand, based on the surrounding land use and context.

Walking can be an easy choice for many people in Richfield.





Richfield Pedestrian Destinations, Activity Centers, and Transit Stops



Destinations [1]

- Public Areas
- Business Areas
- Schools

Average Daily Transit Boardings, Fall 2015

- <10
- 11–25
- 26–50
- 50–100
- >100

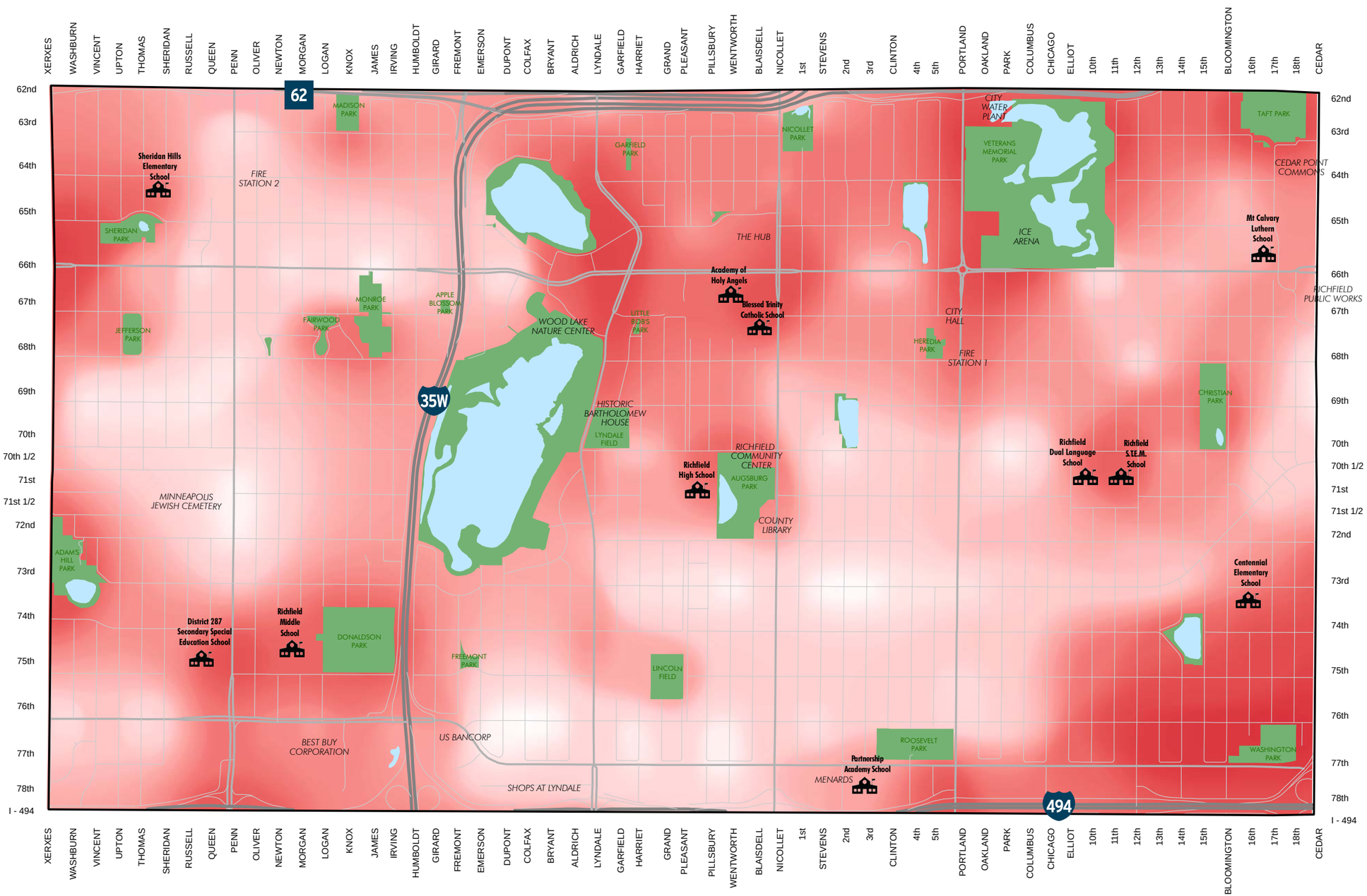
[1] Larger circles indicate higher demand, based on a survey of Richfield residents completed in 2011 as part of the Bicycle Master Plan and updated in 2018 as part of the Richfield Pedestrian Plan

0 — 0.25 Miles

N

Created by Zan Associates June 2018
Metropolitan Council (2016) and City of Richfield

Citywide Pedestrian Demand



Pedestrian Demand

High

Low

Pedestrian Demand Methodology

Pedestrian demand was determined based on a review of arterial, collector, and connector roadways and their relative proximity to activity centers and population density. A higher concentration of, or closer proximity to activity centers, means higher demand. Activity centers considered include:

- Businesses and commercial areas such as shopping centers, restaurants, retail stores, large offices and industrial parks
- Schools, recreation facilities and parks
- Community buildings such as the community center, libraries, and city offices

Likewise, closer proximity to higher population density means higher demand, as well as proximity to concentrations of older adults, people living in poverty, minority populations, and young people.

0 — 0.25 Miles

N

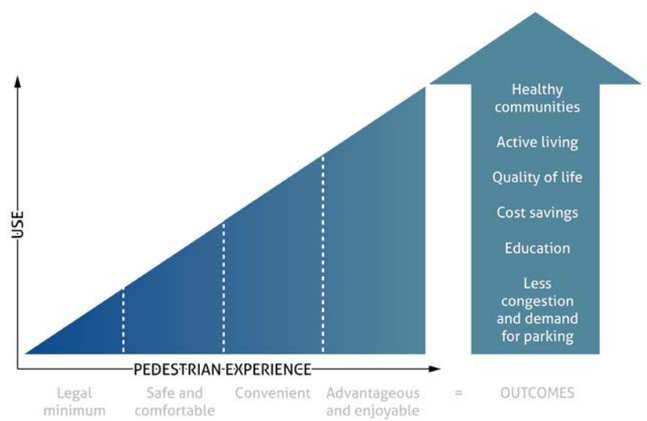
Created by Zan Associates June 2018
City of Richfield

PEDESTRIAN **EXPERIENCE**

Walking increases as the level of pedestrian improvements increases. With a higher level of accommodation, it becomes more advantageous, or even enjoyable, to choose walking over other modes of transportation.

People are drawn to walk in locations where they feel safe, where the route is convenient, and where the overall experience is enjoyable.

Level of Accommodation/Use Relationship

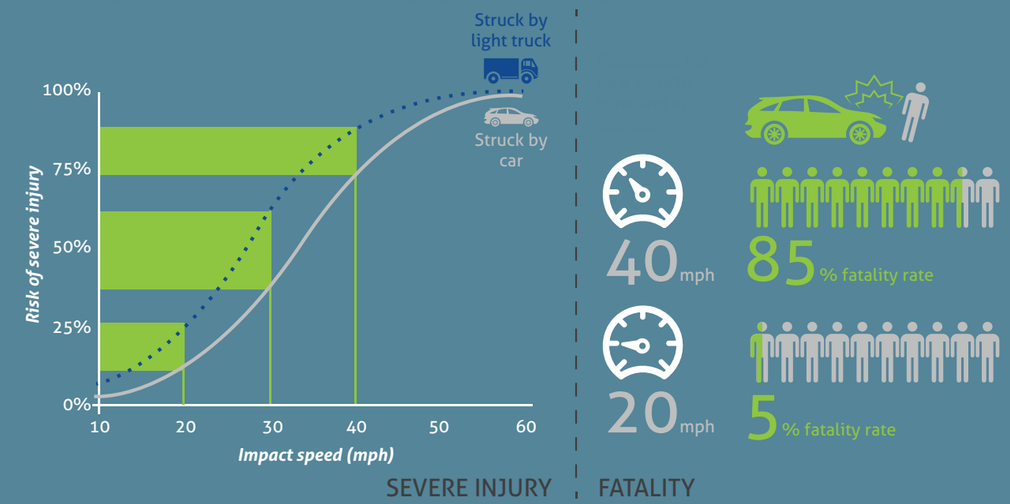


Pedestrian Safety

Safety is the primary concern when planning and designing pedestrian facilities. Safety includes consideration for people walking, biking, using transit and in motor vehicles.

The data are clear – pedestrian safety is enhanced by slower traffic speeds, shorter crossing distances (less crash exposure), and greater driver awareness and visibility.

Vehicle Speed and Pedestrian Injury Relationship



Source: *Impact Speed and a Pedestrian's Risk of Injury or Death. AAA Foundation for Traffic Safety. September 2011.*

Richfield Crash Trends*

Most crashes happen at intersections
81% occurred at or near an intersection

More than half are at signalized intersections
56% occurred at traffic signals

Most crashes happen on higher speed roadways
67% occurred on roads with posted speed limits of 35 miles per hour or more

Most crashes happen on multilane roadways
67% occurred on undivided roadways with two or more lanes in each direction

Crashes are more likely at high activity locations
70% of crashes occurred within 1/8 mile of a commercial area, park or other public space, school, or bus stop

Crashes at roundabouts
0 crashes involving fatalities or incapacitating injuries at roundabouts in Richfield and 0 reported pedestrian crashes

****Source:*** *MnCMAT (2017) and City of Richfield*

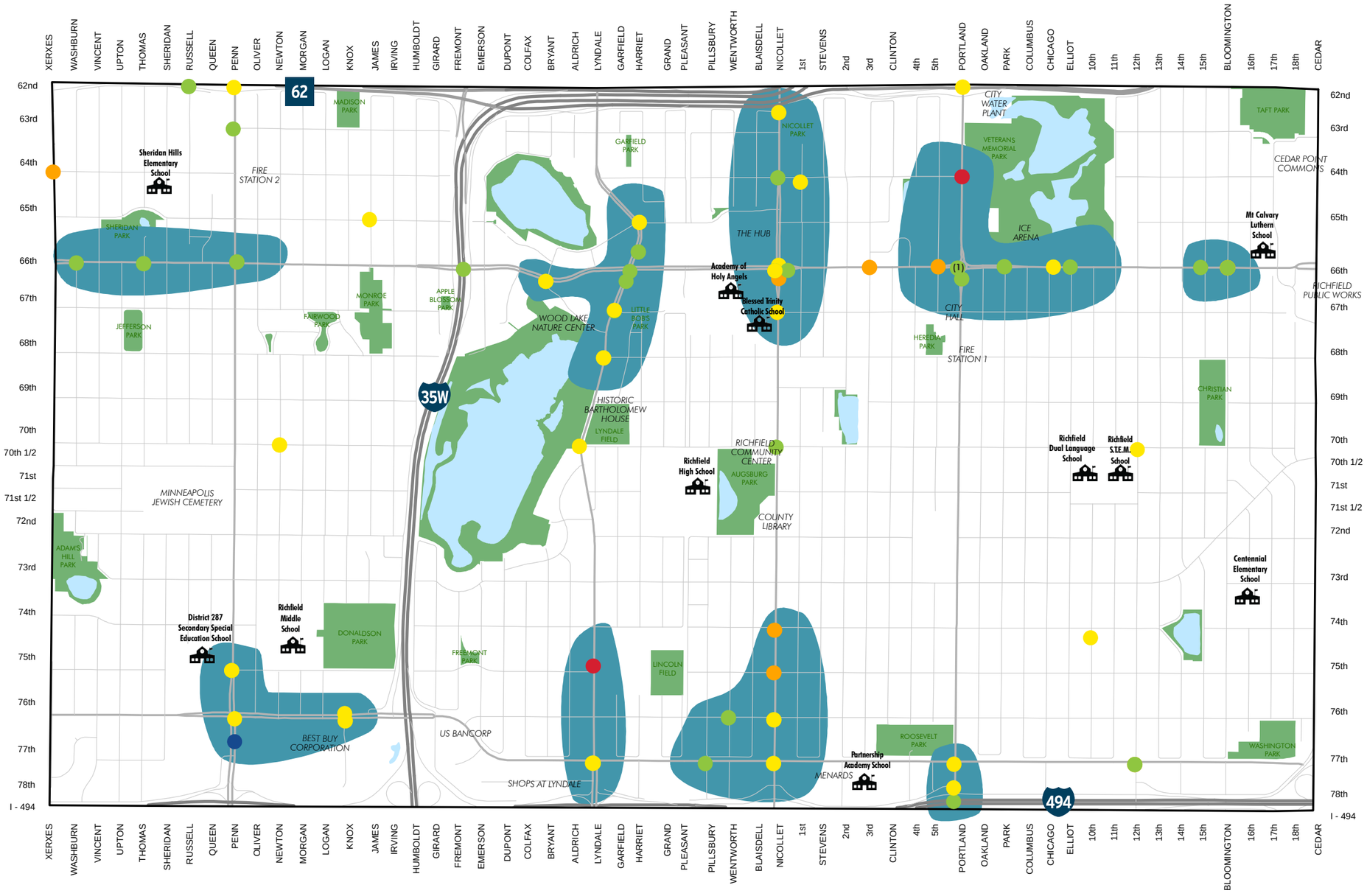
Measures of Pedestrian Experience

The following are typical criteria for the evaluation of pedestrian experience, for both crossings and linear facilities

Crossing Facilities
- Physical condition
- Pedestrian delay
- Crossing distance and crash exposure
- Speed of opposing vehicle traffic
- Visibility
- Land use connectivity

Linear Facilities
- Physical condition
- Width of the Pedestrian Access Route (PAR)
- Separation from traffic – boulevard, furnishing zone, sign zone
- Pedestrian features
- Visual quality
- Land use connectivity

Location and Severity of Crashes in Richfield (2006 – 2015)



Pedestrian Areas of Concern

Severity of Pedestrian Crash

- Fatal *(2 Total)*
- Incapacitating Injury *(9 Total)*
- Possible Injury *(32 Total)*
- Non-incapacitating Injury *(29 Total)*
- Property Damage *(1 Total)*

(1) There have been zero reported crashes at the Portland Avenue and 66th Street roundabout since it was first installed in 2009.

0 — 0.25 Miles

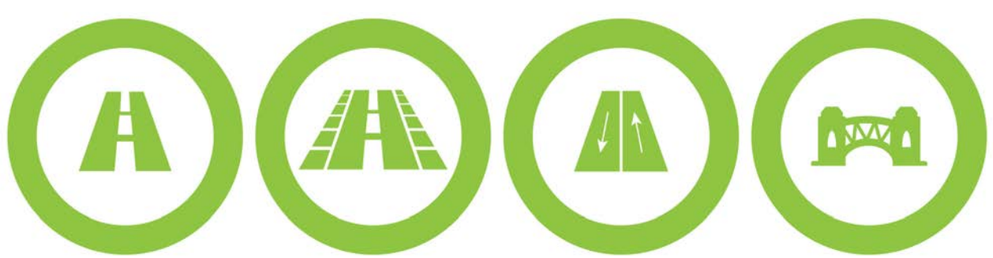
N

Created by Zan Associates June 2018
MnCMAT (2017) and City of Richfield

PEDESTRIAN **NETWORK**

In total, the city plans to add 10.5 miles of sidewalk along streets as dictated by demand or as roadway projects are implemented, and the city is committed to improving pedestrian crossings commensurate with demand (see Planned Pedestrian Network map on following page).

Richfield has a robust transportation system, but there is more work to be done.



162 miles (centerline) of roadways

51 miles of existing sidewalks (sidewalk centerline)

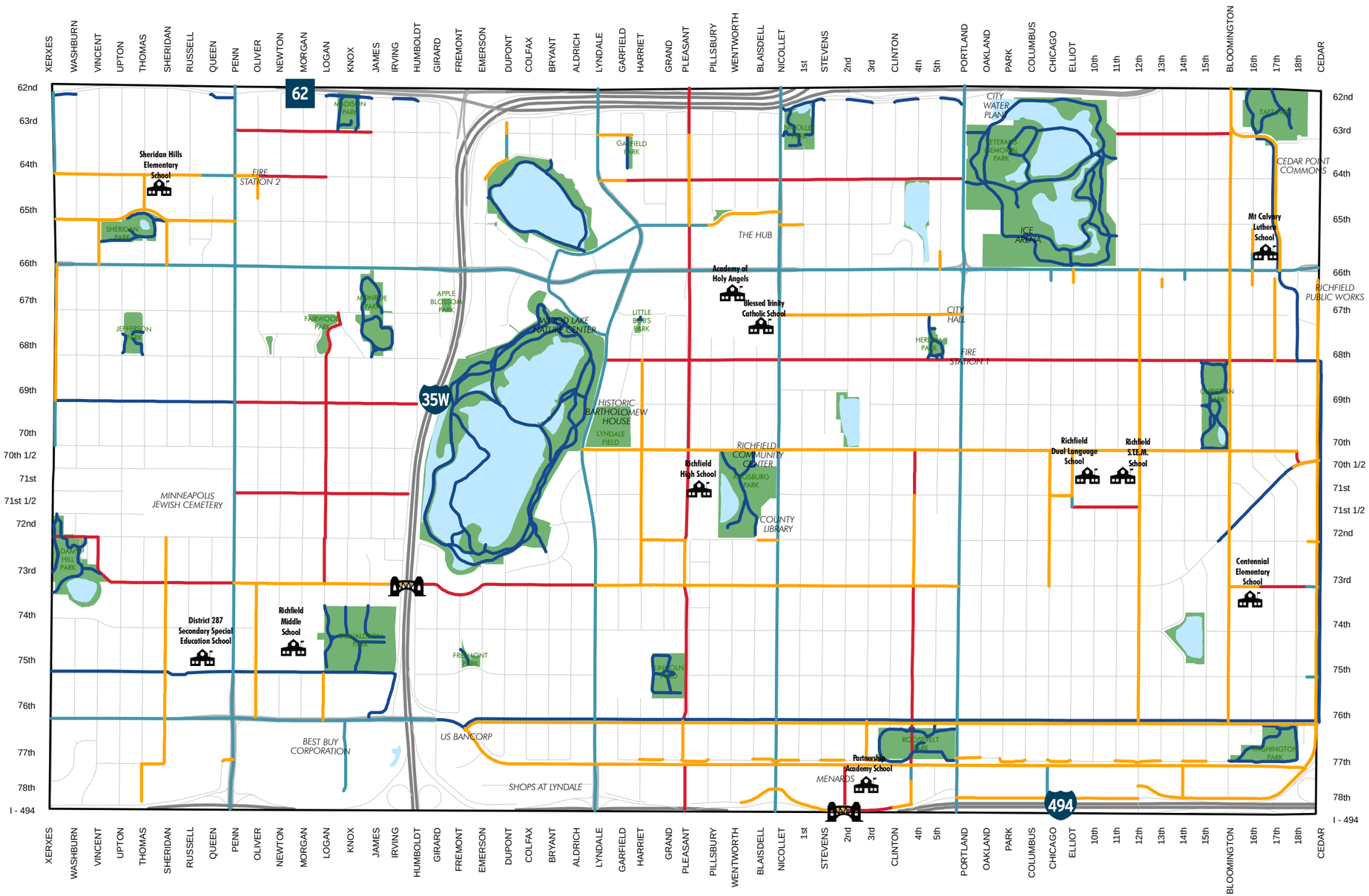
24 miles of two-way trails (trail centerline)

2 existing pedestrian bridges

"I walk for health, wellness and longevity."

- Richfield resident at Penn Fest 2017

Planned Pedestrian Network



Pedestrian Infrastructure

- Sidewalk on One Side
- Sidewalk on Both Sides
- Two-Way Trail
- Potential Pedestrian Route
- Existing Pedestrian Bridge

0 — 0.25 Miles

N

Created by Zan Associates June 2018
City of Richfield

PLAN AND POLICY **REVIEW**

Existing plans and policies show a strong commitment at every level to make walking a safe and convenient transportation and recreation option in Richfield.

There is a planning and policy level emphasis on walking in Richfield. However, plans and policies need to be updated to allow greater flexibility in the siting of pedestrian facilities and to include people-based factors, such as activity generating land uses and concentrations of populations who often rely on walking. The following plans and policies may need to be updated to reflect pedestrian priority based on demand and context:

- Richfield Sidewalk Standards Policy (2016)
- Richfield Pedestrian Crosswalk Pavement Markings Policy (2006)
- Richfield Sidewalk Snow Plowing Policy (2011)
- Richfield Complete Streets Policy (2015)
- Guiding Principles for Transportation (2013)
- ADA Transition Plan (2014)
- Richfield Safe Routes to School Comprehensive Plan (2014)

IMPLEMENTATION

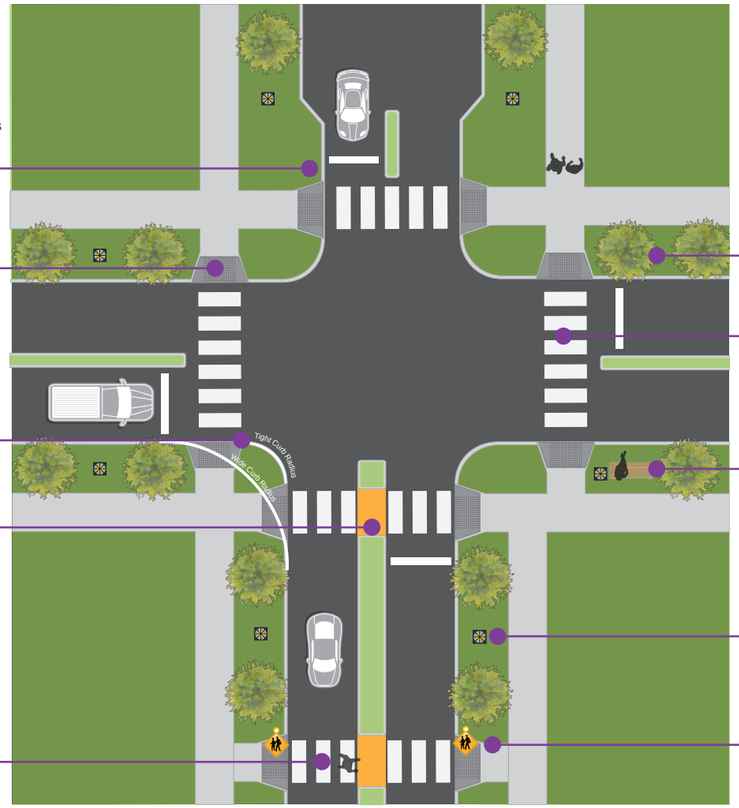
Pedestrian Facility Best Practices: Designing for Pedestrians

People walk for many different reasons and, thus, a variety of facilities are needed. A recreational jogger may have different needs than someone waiting for the bus, a father pushing a stroller, or an older adult using a walker.

Pedestrians want a safe and comfortable walking experience. This means short and well-marked crossings, slower rather than faster vehicle traffic, separation from traffic lanes, shade and periodic rest areas, and visually interesting environments.

Pedestrian facilities should be designed for easy use by a range of ages, abilities, and mobility levels.

Best Practice Pedestrian Treatments



Bumpouts or curb extensions- shorten crossing distance, improves sight lines and can slow vehicle traffic

Depressed and perpendicular curb ramps- provide safe crossing experience for people with limited mobility

Tightened curb radius shortens crossing distance, creates a larger pedestrian realm behind the curb, and slows turning vehicles

Pedestrian refuge island- two stage crossing, shortens crossing distance and provides a safe mid-crossing waiting place

Midblock crossing provides direct route between activity centers

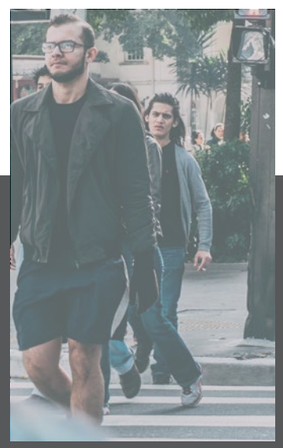
Planted boulevards improve safety by providing physical separation from vehicle traffic along with creating visual interest, shade and snow storage

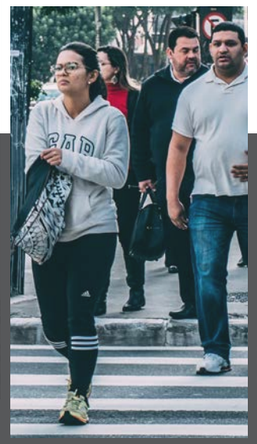
High visability crosswalk markings clearly define the pedestrian realm

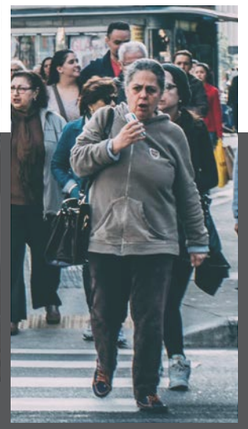
Benches and shade trees create a comfortable walking environment

Pedestrian scale lighting improves visability on sidewalks and crosswalks

Rectangular rapid flashing beacons and advanced warning signs alert drivers to the presence of pedestrians







Implementation Framework

Actions

Near-term *(1-4 years)*

Include evaluation of the appropriate pedestrian crossings and linear facilities on all capital and maintenance projects in the future, considering pedestrians as the priority mode.

Look for opportunities to implement stand-alone pedestrian projects in high demand areas and in areas with high crash frequency and severity. Consider the use of temporary installations.

Evaluate opportunities for non-infrastructure pedestrian programming to educate the community and build awareness for pedestrians. For example:

- Walk! Bike! Fun! Education programs at schools
- Community walking maps
- Walk to school and work days
- Mileage and/or step counting programs
- Safety campaigns (Stop For Me)

Strategically pursue all funding sources for pedestrian infrastructure. At a minimum, this should include consideration of the following:

- Federal Transportation Funding allocated through the regional solicitation process
- U.S. Dept. of Transportation: BUILD (formerly TIGER) discretionary grants
- DNR Local Trail Connections Program
- State funds for Safe Routes to School (SRTS)
- MN Department of Health Statewide Health Improvement Program
- Blue Cross Blue Shield Center for Prevention funds

Mid-term *(5-9 years)*

Install modern pedestrian facilities on all minor arterial roadways. This includes protected crossings in high demand areas and sidewalks or trails, separated from the roadway with a boulevard or other vertical screening.

Implement solutions to address high crash frequency and severity locations, citywide.

Institutionalize non-infrastructure programs and campaigns to change user behavior.

Pursue a dedicated and ongoing funding source for stand-alone pedestrian projects.

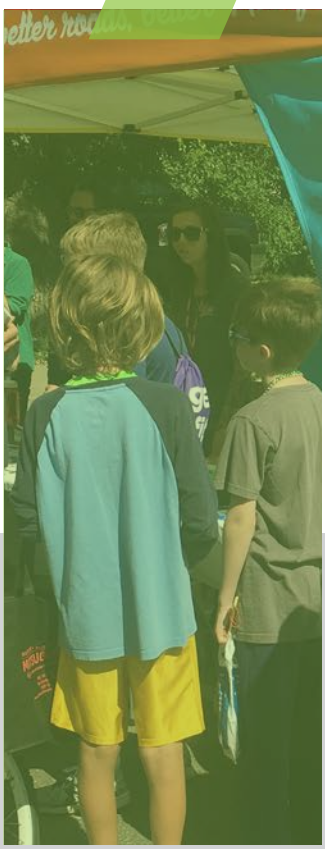
Long-term *(10+ years)*

Work toward buildout of the citywide pedestrian network, including pedestrian facilities on all minor arterial, collector, and select local roadways.

Look for opportunities to create signature places to walk within Richfield, such as pedestrian plazas and greenways.

Pursue legislative policy changes to allow for reduced speed limits on residential streets

For more information, and to view the full report visit:
www.RichfieldSweetStreets.org



August 2018

RICHFIELD PEDESTRIAN PLAN

Final Report

August 2018

Note to reviewer: Graphics and formatting will be updated for consistency and style for the final draft.

Prepared by:
Zan Associates

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Introduction

The Richfield Pedestrian Plan is a tool to create safer, more convenient, and enjoyable places to walk in the City of Richfield.

This plan includes a systematic approach for evaluating pedestrian demand based on proximity to land uses that generate pedestrian trips, social and economic factors that generate a higher demand for pedestrian mobility, and the physical context of a given location. The plan also establishes measures to evaluate the pedestrian network to determine its ability to meet the specific demand and priority. Finally, the plan includes guidance on new and emerging pedestrian design tools and recommendations for implementation of a city-wide pedestrian improvement program. Figure 1 shows the sections of the plan.

Figure 1: Richfield Pedestrian Plan Overview

Walking is fundamental to all aspects of transportation. *People walk… for exercise, to the bus stop, from their bike to their house, from a car to a restaurant, just for the fun of it*. Regardless of the nature of the trip, all pedestrians have the right to a safe pedestrian trip and it should also be efficient and enjoyable (see Figure 2).

Figure 2: Existing Conditions and Benefits of Walking

PEOPLE IN RICHFIELD ARE WALKING

3.5%
In Richfield, 3.5 percent of commuters ***walk to work*** compared to 2.8 percent nationally. *ACS, 2016*

40%
Approximately 40 percent of commuters who walk to work in Richfield are ***people of color*** and 20 percent are ***living in poverty***. *ACS, 2016*

47%
Approximately 47 percent of commuters who walk to work in Richfield ***do not have a vehicle*** available to them. *ACS, 2016*

30%
In Richfield, 30 percent of ***students live within one half mile of a school***. *SRTS Comprehensive Plan, 2014*

WALKING IS GOOD FOR HEALTH

52%
Nearly 50 percent of Minnesotans fail to meet the Department of Health's exercise recommendations (at least 150 minutes per week) Minnesota Walks, 2016

62%
Of Minnesotans that meet physical activity guidelines, 62 percent do so by ***including walking*** as part of their regular physical activity. *Minnesota Walks, 2016*

WALKING IS GOOD FOR THE COMMUNITY

People living in pedestrian-friendly cities tend to be engaged in their community. One study found that living in pedestrian-friendly neighborhoods have higher levels of social and community engagement compared with those living in car-oriented suburbs. *Leyden, Kevin M, 2003*

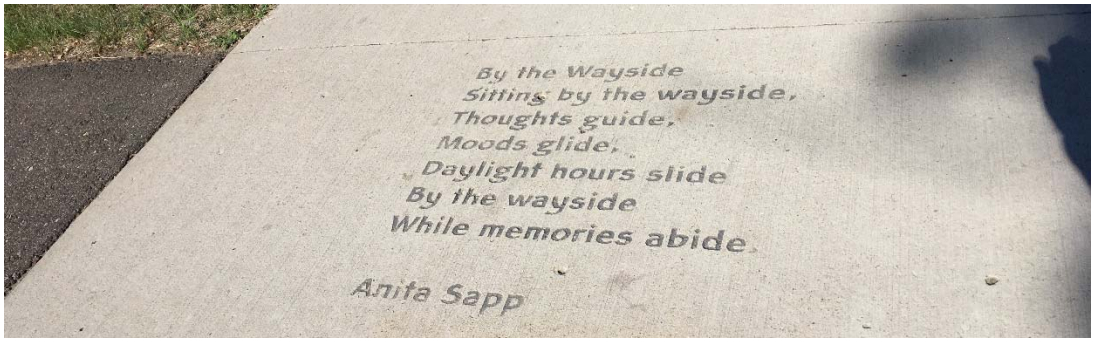
WALKING IS GOOD FOR THE ECONOMY

There is a growing demand to live and work in pedestrian-friendly places. One study found that real estate values increase by $500 to $3,000 per increase in Walk Score Point (walkscore.com). *Cortright, Joe, 2009*

There are many examples of great places to walk in Richfield—trails around parks and lakes provide a serene walking environment; newly constructed streets such as Portland Avenue provide a pleasant and efficient walking experience, and there are mid-block crossings city-wide in strategic locations providing much needed connectivity to high activity locations.

The *vehicle-centric* transportation planning of Richfield's past has resulted in an efficient street grid for automobiles, it has also led to a disconnected and inefficient pedestrian system – the existing transportation system has created negative impacts on walking. High vehicle speeds create unsafe crossing conditions for pedestrians, narrow and uneven sidewalks make for an uncomfortable walking experience along the busiest streets, and there are gaps in pedestrian connectivity at many high activity locations. And these negative impacts are disproportionately born by disadvantaged populations who rely on walking for their everyday needs – children, older adults, people with disabilities, and people with low income.

For the purposes of this plan, WALKING is defined as moving on foot or a wheel chair.



Sidewalk poetry on Portland Avenue in Richfield

Figure 3: Great Places to Walk in Richfield

Top left, newly constructed sidewalk and cycletrack on 66th St. Middle left, meandering multiuse path at Monroe Field. Bottom left: Quiet neighborhood street. Top right, temporary multiuse trail on 69th St. Middle right, median refuge on Portland Ave.

Figure 4: Challenging Pedestrian Environments

Top left, uncomfortable sidewalk at the back of the curb on Penn Ave. Middle Left, uneven driveway crossing on Lyndale Ave. Bottom left, dead end sidewalk on 64th St. Top right, poorly maintained sidewalk and curb ramp on 66th St.

Chapter 1: Planning Context

Richfield – at-a-Glance

Source: Census Bureau, ACS 5 – year Estimate, 2012 – 2016).

Richfield has a population of about 35,900 people with a median age of 36 and a median household income of $54,640. Between 2015 and 2016 the population of Richfield declined from 36,060 to 35,910, a 0.40% decrease and its median household income grew from $52,950 to $54,640, a 3.2% increase.

The ethnic composition of the population of Richfield is 22,275 White residents (62%), 5,899 Hispanic residents (16.4%), 3,521 Black residents (9.8%), 2,721 Asian residents (7.58%), and 1,342 two or more ethnicity residents (3.74%). 8,790 (25%) of Richfield citizens are speakers of a non-English language. The most common foreign languages in Richfield are Spanish (5,189 speakers), African Languages (655 speakers), and Other Asian (528 speakers).

Richfield is a fully developed suburban/urban area. The majority of land in Richfield is single-family residential, but there are also strong multifamily residential communities throughout the city. In addition, there are multiple commercial nodes, employment hubs, regional and neighborhood parks, and other strong activity centers within the city.

The median property value in Richfield in 2016 was $188,100, a 3% increase over 2015. People in Richfield have an average commute time of about 20 minutes, and most report driving along (75%). Car ownership in Richfield is approximately the same as the national average, with an average of 2 cars per household. Nearly 5% of households in Richfield do not have access to a car

Community Vision and Goals

There is growing momentum around improving multimodal transportation options in Richfield, and walking is a critical component of this trend.

- The city developed the Bicycle Master Plan in 2009, which identified primary and secondary bicycle routes within the city, as well as important activity centers.
- The city developed it's guiding principles for transportation and land use in 2010 (Figure 5), which call for more multimodal design, connectivity and public realm, and design for people, among other things.
- In 2012, the city launched its Sweet Streets program, which seeks to organize the public works department around multimodal transportation in an easy to understand and family friendly way.
- As part of the development process for this Pedestrian Plan (2017-2018), residents commented that walking is a critical component of everyday life and should be a priority in the city.

Residents provide input on walking in Richfield at Penn Fest 2017

Figure 5: Guiding Principles for Land Use and Transportation

I. Multimodal Design

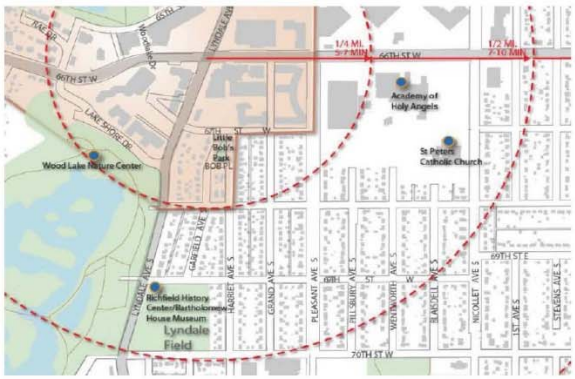
Multimodal Design *of public rights of way will be consistent with the City's Complete Streets policy and will utilize innovative and non-traditional design standards in a way that is equitable for all modes/ users, inter-modal activities, and is respectful of the surrounding community.*

- Provide pedestrian facilities and amenities within the right of way
- Provide bike lanes at least 5 feet wide
- Include transit facilities, plan for intermodal transfers, and provide bike lockers & racks
- Add bike rentals and Nice Ride stations

II. Connectivity and Public Realm

The street and public right-of-way network will be used to connect various **Public Realm** *amenities so that a range of inter-modal activities (walking, biking, driving, etc.) support how neighborhood residents travel to and from destinations such as schools, parks/open space, shops and businesses.*

- Provide a well-connected network of streets, paths & transit
- Accomodate multimodal connections to local destinations
- Enhance connections to the regional transit and bicycle networks
- Implement signage and way-finding



III. Local Economy

Community improvements and reinvestment will reinforce and support all businesses in the **Local Economy** *and provide a safe and more convenient way to access and connect for neighbors, residents, pedestrians, cyclists and motorists.*

- Maintain/improve visibility and convenient access to businesses
- Employ parking strategies that provide safe access for all users and modes of movement
- Provide wider retail sidewalks that support a variety of users and uses
- Promote building use and type that reinforces street enclosure and defines the public realm

IV. Design for People

How people use community amenities and facilities is the most important criteria regarding the planning, engineering, implementation and maintenance of any improvement. **Design for People** *will address universal accessibility as well as comfort, safety, and convenience for all users.*

- Provide comfortable places to sit and walk
- Employ Complete Streets design that emphasizes all users
- Design streets that are a human scale with narrower lane widths, bump-outs, etc.
- Plant boulevard and shade trees

Guiding Principles for Land Use and Transportation Continued

V. Community Character and Identity

The design and implementation of community facilities and improvements will recognize the **Community Character** *of single family residential scale and pattern and will also respond to local features such as natural resources, public art, aesthetics and gateways.*

- Respond to residential neighborhood use and scale with appropriate street size and speeds
- Design wayfinding that represents local character
- Maintain a mature tree canopy
- Incorporate opportunities for public art

VI. Sustainable Solutions

New improvements, growth and development will utilize **Sustainable Solutions** *that are adaptable, flexible, built to last and that consider implications of long term maintenance to ensure the future economic, environmental and social health of the community.*

- Understand the environmental setting and context of the area
- Incorporate green stormwater practices such as rain gardens, tree trenches and pervious pavers
- Bury utilities where possible
- Accommodate future maintenance and operations with dedicated funding sources

VII. Healthy and Active Lifestyles

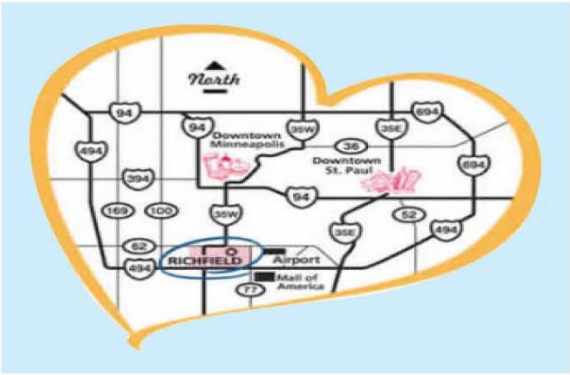
Elements will be incorporated into planning and design efforts to encourage comfortable corridors and places to walk and bike to, safe and well-landscaped routes that inter-connect the community, and promote **Healthy and Active Lifestyles.**

- Create safe, convenient, and fun non-motorized travel opportunities
- Design a safe, well-defined network of routes to walk and bike to school
- Provide well-marked, designed, and visible street crossings
- Implement signage and way-finding

VIII. Unique Location

Community and transportation improvements will support a well-designed and functional regional system which complements local land uses, and capitalizes on Richfield's **Unique Location** *through enhanced access to the regional multimodal transportation system to improve livability and convenience.*

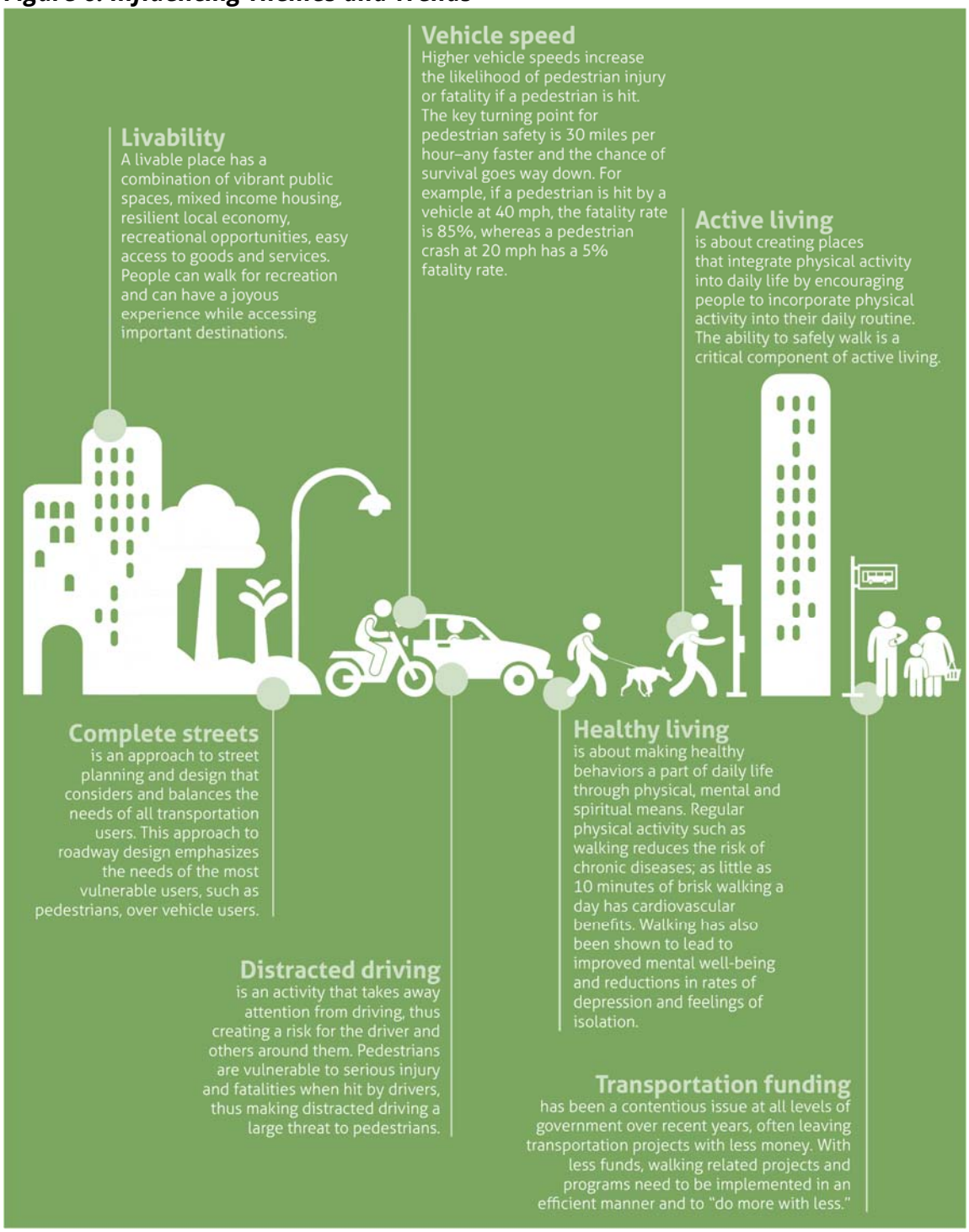
- Emphasize design that accommodates local traffic over through traffic
- Enhance regional transit and trail connections
- Maintain convenient freeway access



Trends Influencing the Pedestrian Network

Cities and the way people move within them are changing. Many people want walkable urban areas, robust multimodal transportation options, and the ability to lead healthy and active lives. Figure 6 highlights just some of the trends driving this change.

Figure 6: Influencing Themes and Trends



Richfield Pedestrian Plan Goals

The goal of the Richfield Pedestrian is to make walking the easy choice. This means that walking for transportation and recreation is integrated into the culture of Richfield and the benefits of making walking safe, convenient and desirable for all should be widely publicized and promoted. This goal reflects the values of the community based on the Guiding Principles and public comments received as part of the planning process and responds to current themes and trends. This goal should be used as a "north arrow" for the project planning process to ensure that walking is prioritized in an equitable and balanced way. The city will do this by:

1. **Making design for pedestrians the first priority when planning roadways and streets.** The means actively address pedestrian safety through design and creating public spaces which are convenient and enjoyable for walking. Often times, this can lead to focusing on pedestrian crossings at high activity locations and designing roadways and streets to encourage people driving cars to slow down and pay attention.

2. **Coordinating multimodal transportation networks and land use decisions to improve characteristics of the built environment that impact walking.** Such as design and the location of destinations, orientation of buildings to the street, and parking lots that are designed for people to walk in. Streets should be vital public spaces that not only serve travel but also foster social and economic activity.

3. **Make public realm improvements a standard, rather than an option, in high activity locations**. This includes elements such as pedestrian lighting, decorative concrete, seating, and public art, all of which foster a more inviting pedestrian experience.

Community input collected at an open house in 2018

Chapter 2: Pedestrian Demand

The performance of a pedestrian route should be measured in terms of user experience – does it feel safe? Do people want to walk there? Does it seem like the fastest route?

This section outlines of a process that can be used to understand relative demand for pedestrian movement and example applications of how this process can be applied at the project level. All routes should provide a safe and enjoyable experience, but the treatment needed to provide that experience will vary and should be evaluated based on contextual factors such as nearby land uses (i.e., demand) and the physical attributes of the route.

Pedestrian demand has historically been measured largely by the number of pedestrians already walking in a certain location. However, experience has shown that this does not always reflect actual demand. People avoid walking when they feel unsafe or uncomfortable. This means that *both* existing and *latent* demand must be considered when evaluating corridors for pedestrian improvements. It also means that corridors must be evaluated on a segment-by-segment or even block-by-block basis, with the goal of answering the question of "how important is THIS location in the pedestrian system?" as well as "what improvements are needed HERE for people to feel safe and comfortable while walking?"

AN EXAMPLE OF LATENT DEMAND

Two competing shoe salesmen visited an isolated community. One sent a message back saying, "I'm returning to the office tomorrow. Nobody here wears shoes!" The other sent a message saying, "Send more product! Everybody here needs shoes!"

Pedestrian Demand Factors

Factors such as adjacent land uses and nearby activity centers, proximity to parks and schools, the presence of transit service, population density and demographic makeup, and the role of the corridor within the larger transportation network all influence how many people will want to walk in a given location (see Figure 7). To understand pedestrian demand at a given location, all of the relevant factors must be considered in concert. The following sections include an overview of these factors.

Figure 7: Pedestrian Demand Influencers

Land and Activity Centers

Activity centers are a group of destinations where people want to go for a variety of goods and services. Figure 8 shows popular activity centers in Richfield and adjacent to Richfield, based on data collected in 2012 as part of the Bicycle Master Plan. The following are common activity centers that were considered:

- Businesses and commercial areas such as shopping centers, restaurants, retail stores, large offices and industrial parks
- Schools, recreation facilities and parks
- Community buildings such as the community center, libraries, and city offices

Transit Stops

Bus service inherently creates demand for walking as people usually walk to their bus stop. A typical bus rider will have to cross the street at least once for each two-way trip. Both the frequency of the bus service—how often the bus comes—and the ridership—how many people get on or off the bus) —and the existing physical attributes of the street and bus stop should be considered when evaluating pedestrian improvements at bus stops. Figure 8 shows daily boardings for bus stops in Richfield (fall 2015).

Population Density

Where people live, or population density, is an important factor in understanding latent pedestrian demand. Proximity to higher population density is an indicator of potential demand for walking. Likewise, concentrations of older adults, people living in poverty, minority populations, and young people are all indicators of potential pedestrian demand. These populations may rely on walking as their primary mode of transportation due to lack of an automobile or may simply have a stronger preference for walking for health, exercise, recreation, or transportation.

Citywide Pedestrian Demand

Figure 8 illustrates destinations and activity centers within the city, based on a survey completed as part of the development of the Richfield Bicycle Master Plan in 2010, and updated to reflect current conditions. Figure 9 shows population density and figures 10 – 13 show densities of people living in poverty, minority populations, older adults, and households with children, respectively. Figure 14 is a “heat map” which shows pedestrian demand. More intense shading means higher pedestrian demand and the lighter shading means lower pedestrian demand.

Figure 8: Richfield Pedestrian Destinations and Activity Centers and Transit Stops

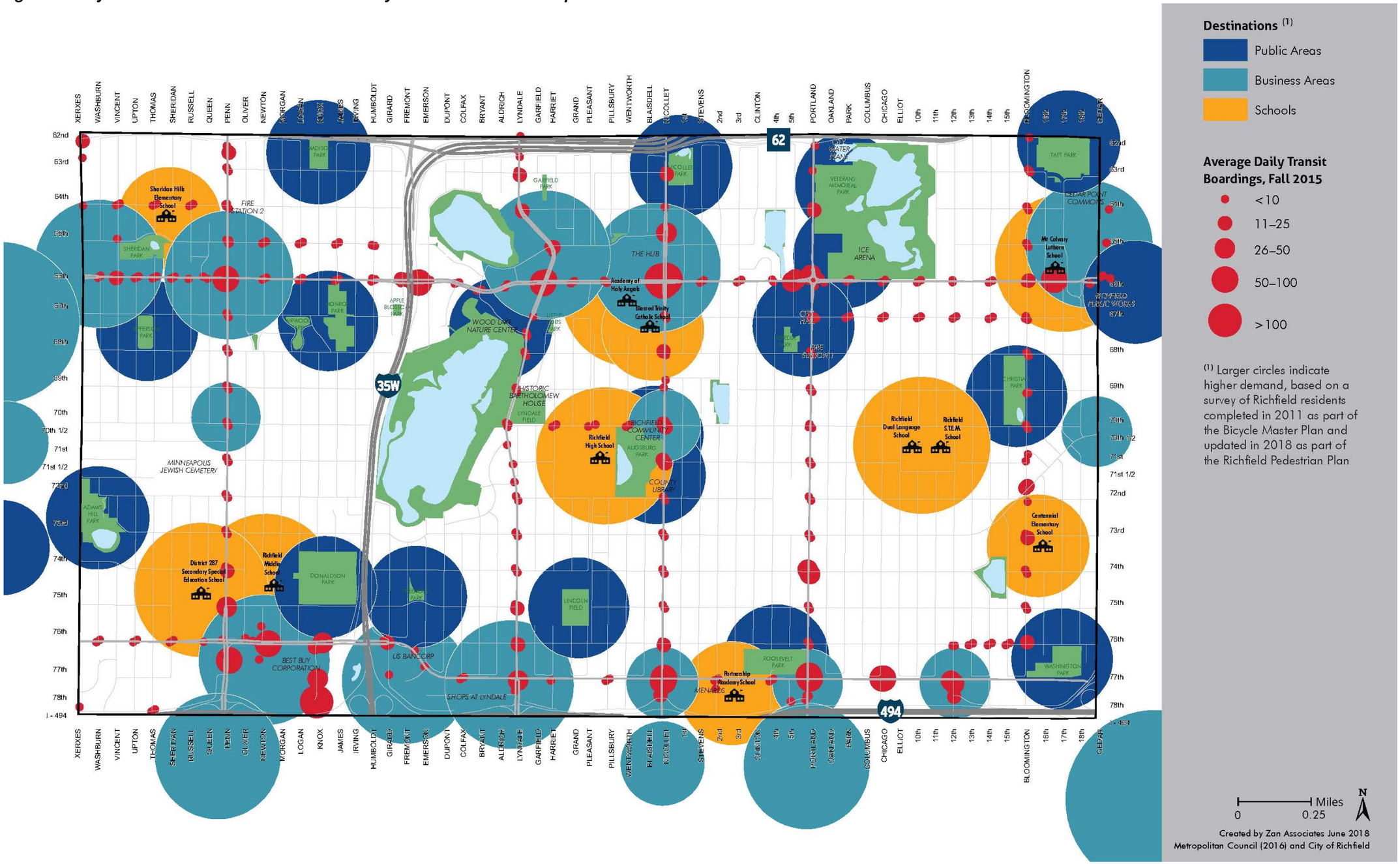
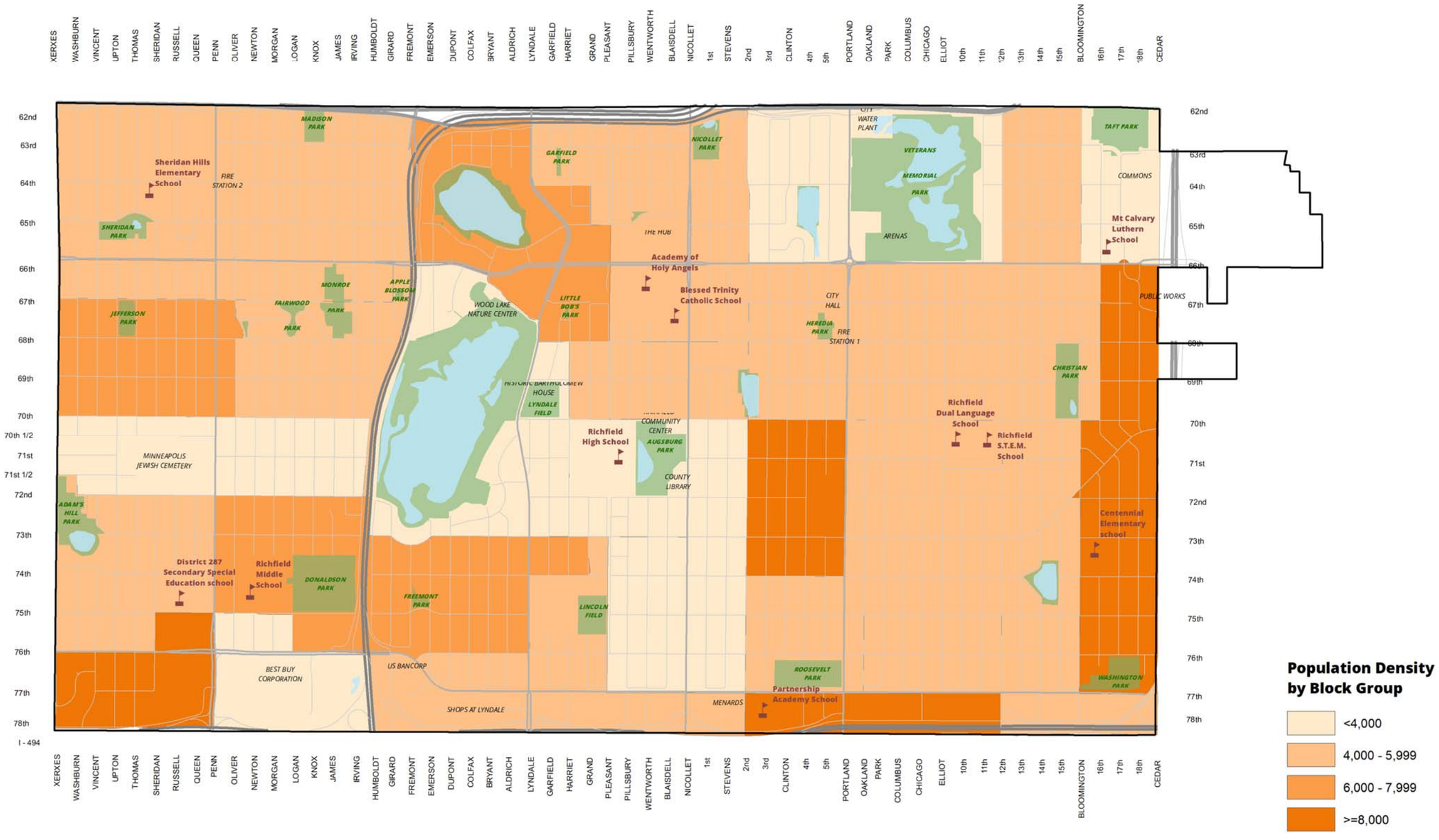


Figure 9: Population Density



Source: 2016 American Community Survey 5-year Estimates, MnDOT, and City of Richfield

Figure 10: Percentage of People Living in Poverty

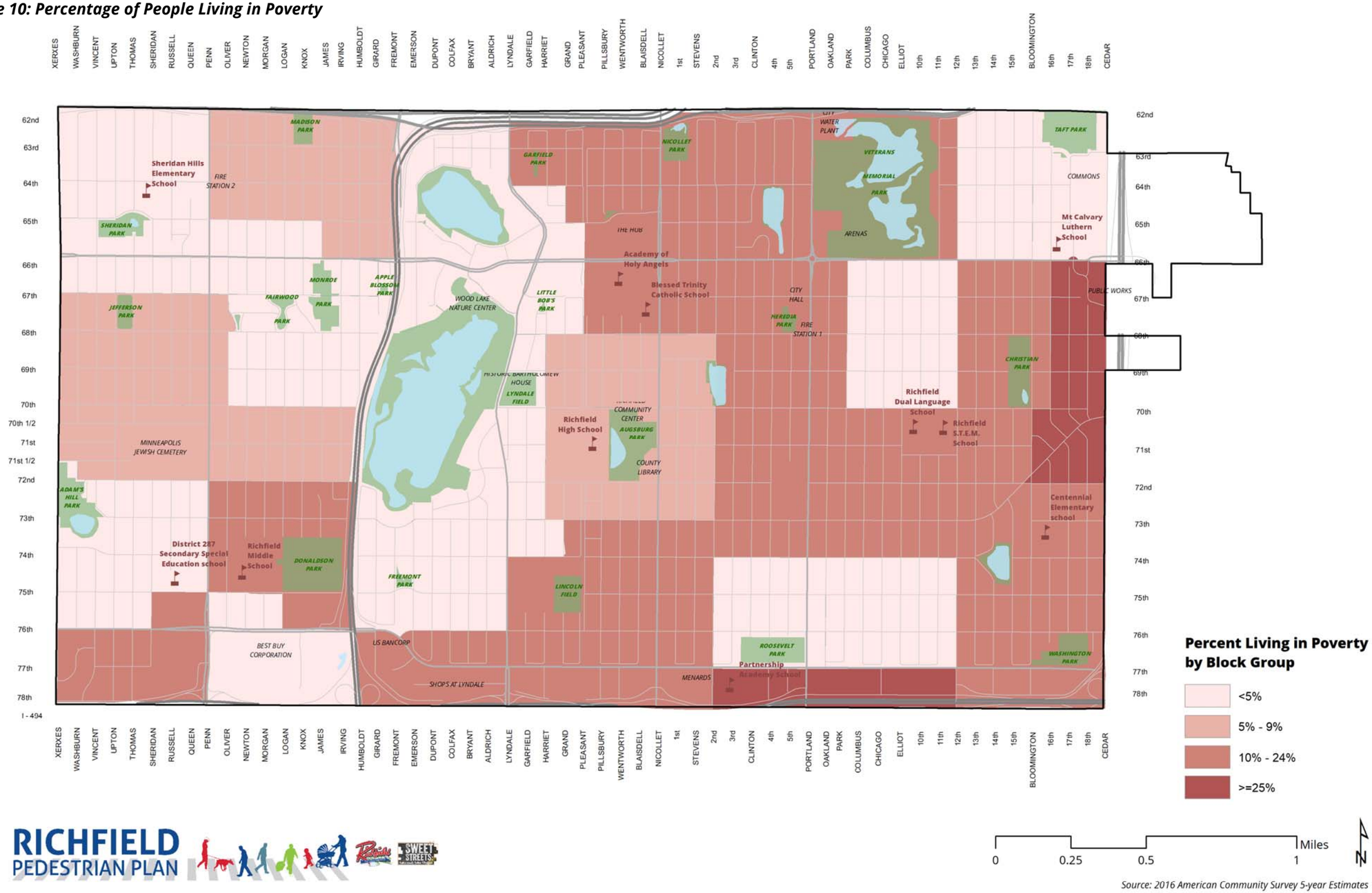


Figure 11: Percentage of Non-White Populations

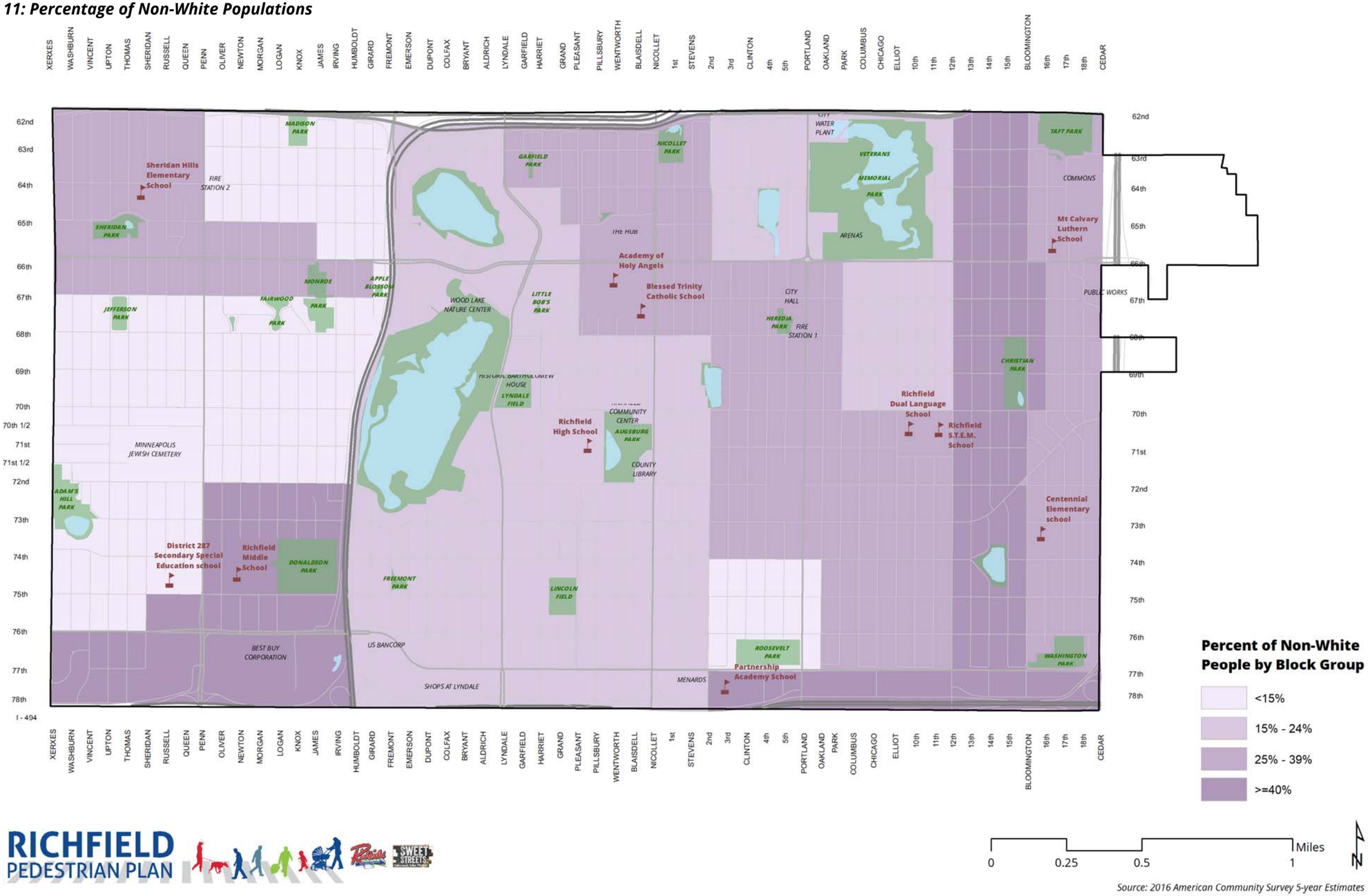
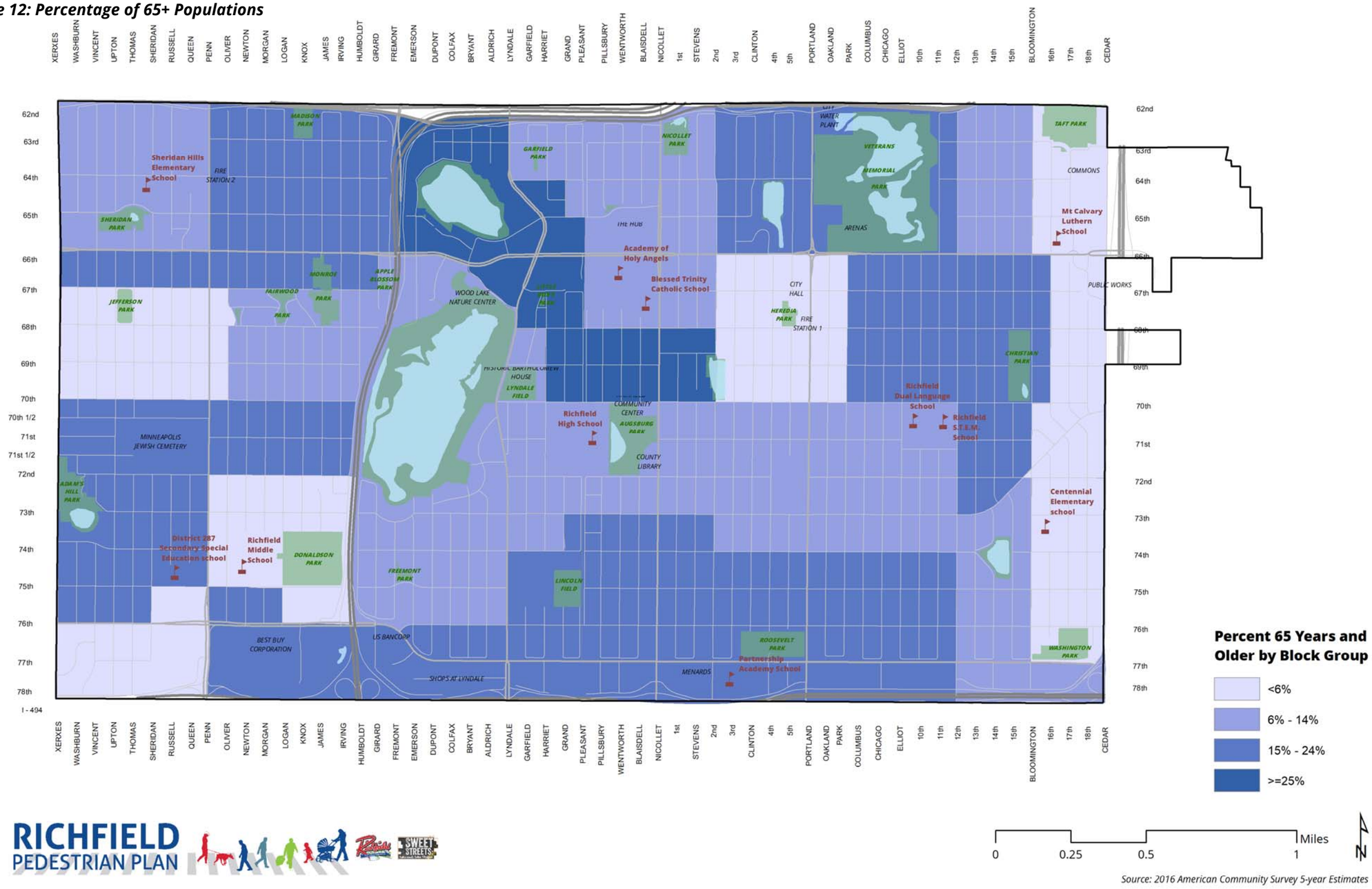
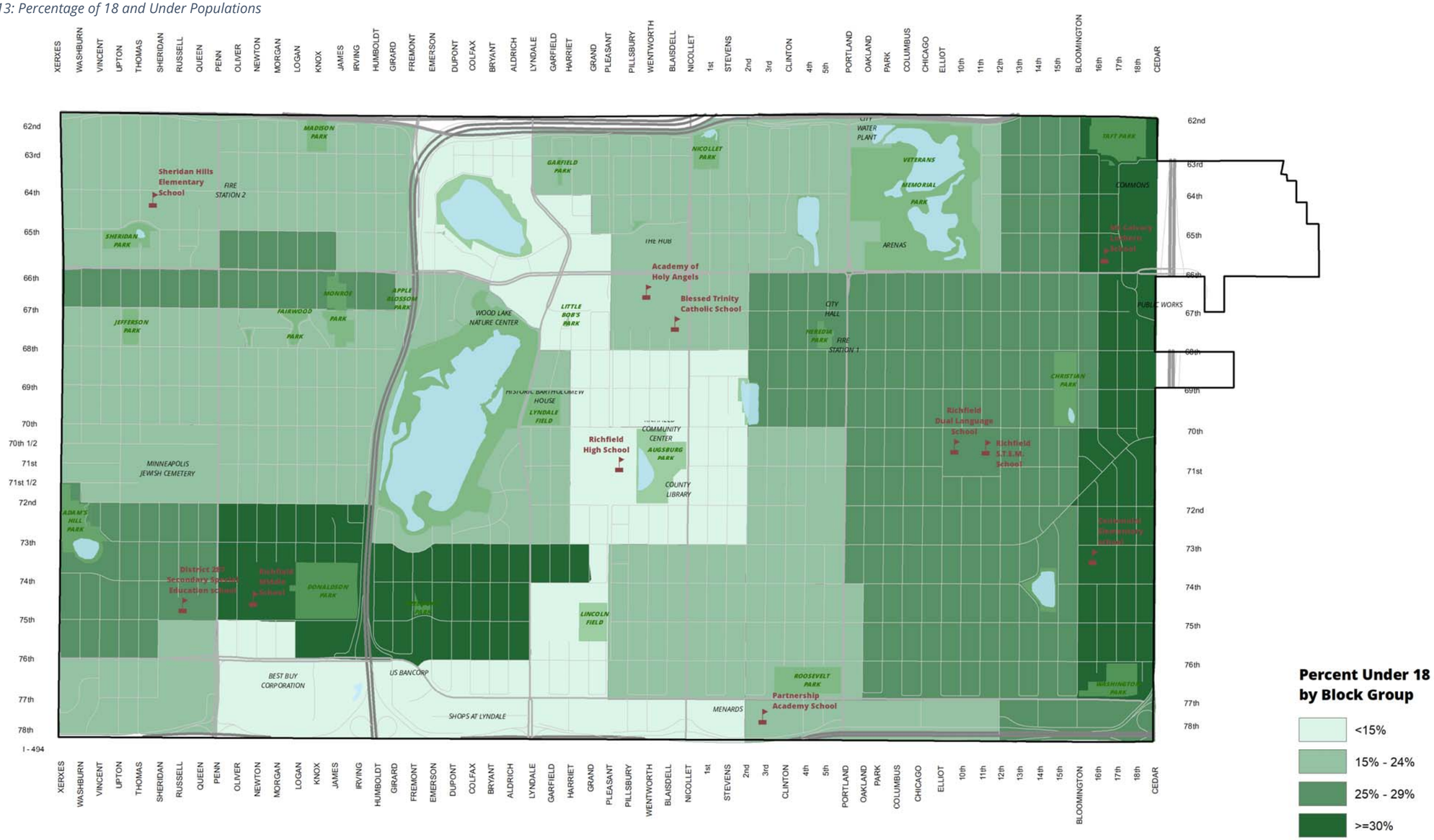


Figure 12: Percentage of 65+ Populations



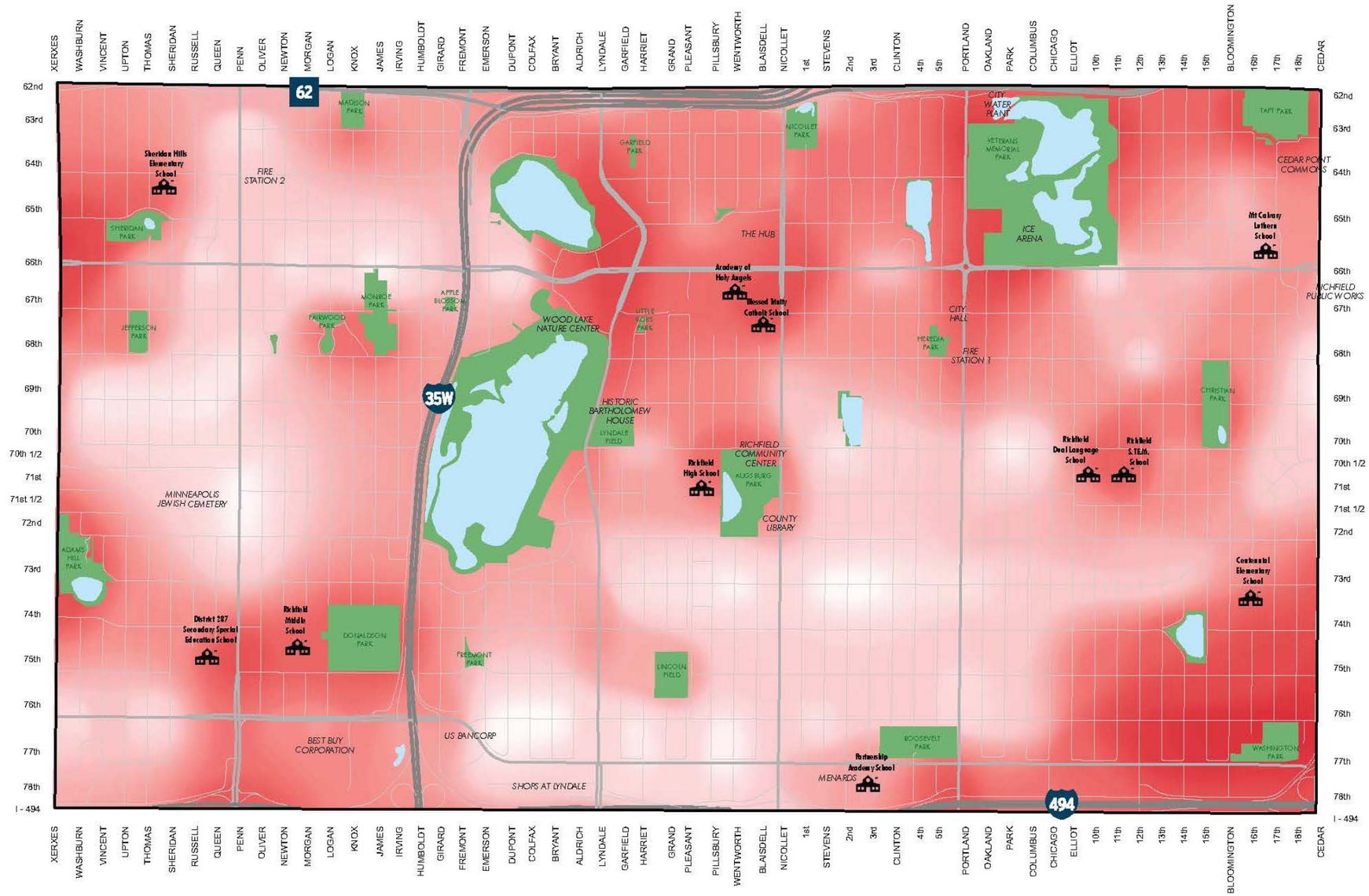
Source: 2016 American Community Survey 5-year Estimates

Figure 13: Percentage of 18 and Under Populations



Source: 2016 American Community Survey 5-year Estimates, MnDOT, and City of Richfield

Figure 14: Citywide Pedestrian Demand



Pedestrian Demand

High

Low

Pedestrian Demand Methodology

Pedestrian demand was determined based on a review of arterial, collector, and connector roadways and their relative proximity to activity centers and population density. A higher concentration of, or closer proximity to activity centers, means higher demand. Activity centers considered include:

- Businesses and commercial areas such as shopping centers, restaurants, retail stores, large offices and industrial parks
- Schools, recreation facilities and parks
- Community buildings such as the community center, libraries, and city offices

Likewise, closer proximity to higher population density means higher demand, as well as proximity to concentrations of older adults, people living in poverty, minority populations, and young people.

0 — 0.25 Miles

N

Created by Zan Associates June 2018
City of Richfield

Pedestrian Demand Evaluation Framework

The following are criteria for the evaluation of pedestrian demand on a citywide basis or for an individual project.

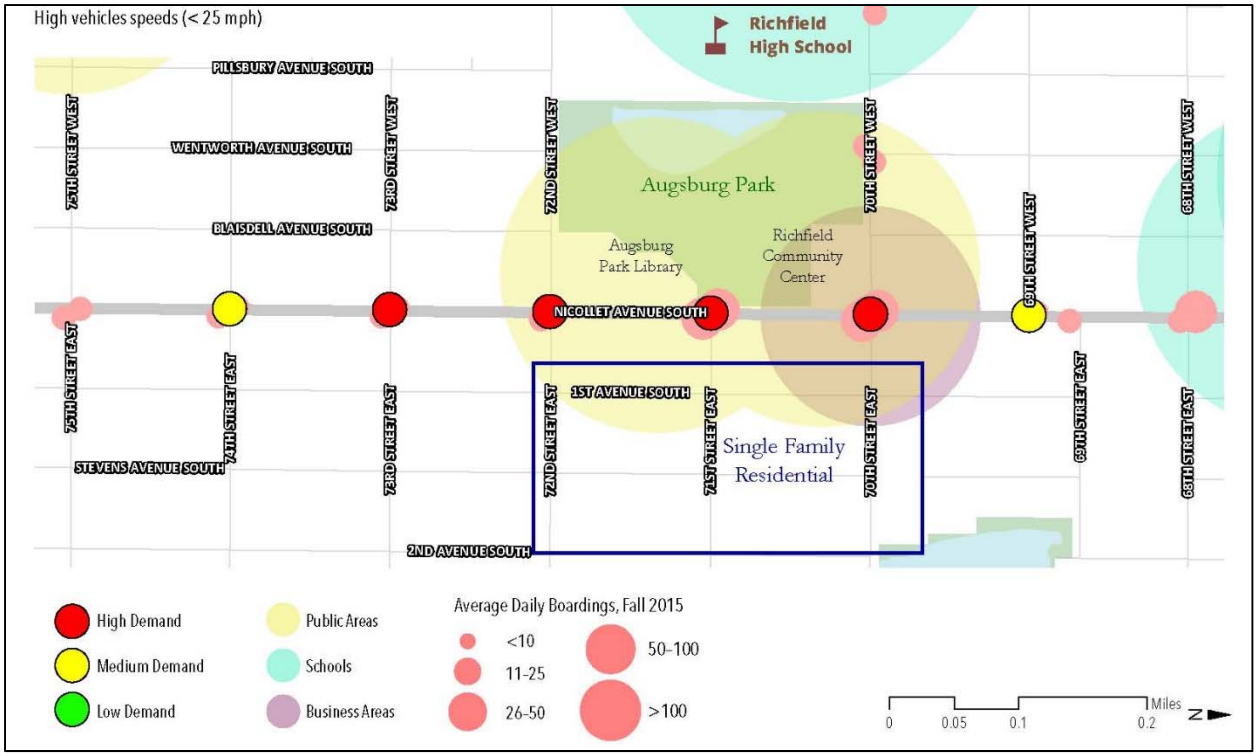
- **Magnitude of Activity**: Places with a larger *draw* will likely generate more pedestrian demand.
- **Proximity**: Places within ½-mile will have more impact on walking than places further away.
- **Time of Day:** Some activity centers such as schools or transit stops may have higher pedestrian activity during certain times of the day.
- **Network Relation**: A route that connects activity or population centers may be important even though there are no activity or population centers immediately adjacent to the project corridor.

Figure 8 shows pedestrian demand citywide based on these factors. Figure 15 shows an example of a corridor pedestrian demand evaluation for Nicollet Avenue South (75th Street to 68th Street), based on a general rating system:

- High demand: Locations within one half-mile of one of more activity or population centers and has a high level of connectivity within the pedestrian network.
- Medium demand: Location is within one half-mile of at least one activity center and connects to the wider pedestrian network on at least one end.
- Low demand: Location is not close to any activity or population centers and is not an important link in the wider pedestrian network.

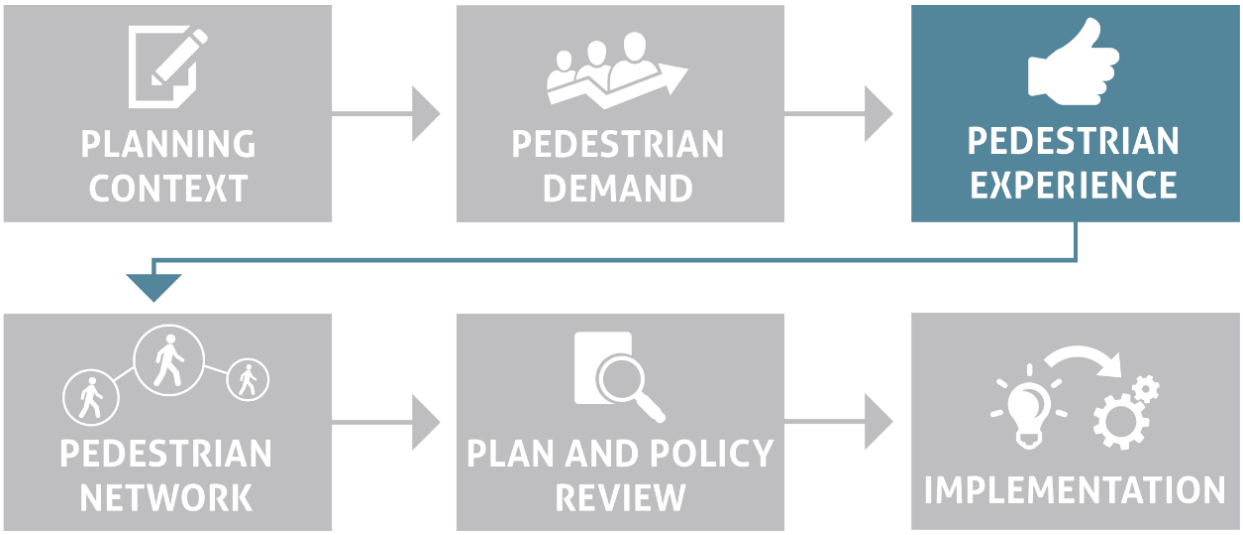
High visibility crosswalk with median refuge island

Figure 15: Example Pedestrian Demand Evaluation, Nicollet Avenue



Demand Category	***Influencing Factors***
Activity Centers and Destinations	• Augsburg Park Complex - Augsburg Library and Richfield Community Center - is on west side of road (top of the map) • Park has popular green space, playground, and a skate park • Richfield High School is just beyond the park to west. • Existing residential neighborhood on east side of road.
Transit Service	• Transit ridership is relatively high along the Nicollet Avenue corridor. • Busses have regular service all day, with 15 – 20-minute headways during peak periods. • High volume bus stops at 71st, 70th and 68th Streets.
Population Density and Equity	• Neighborhood east of Nicollet Avenue has a relatively high population density, including high proportions of people living in poverty, non-white older adults (65+), and children (under 18) populations. • Augsburg Park west of Nicollet Avenue is home to a range of regularly programmed activities, including community concerts, children's events, and a free lunch program in the summer.
Transportation Characteristics	• Speed on Nicollet Avenue is higher than 25 mph • High traffic volumes – 12,000+ vpd • Nicollet Avenue is direct connection to and between many different destinations and activity center • Nicollet Avenue is key part of existing sidewalk network

Chapter 3: Pedestrian Experience

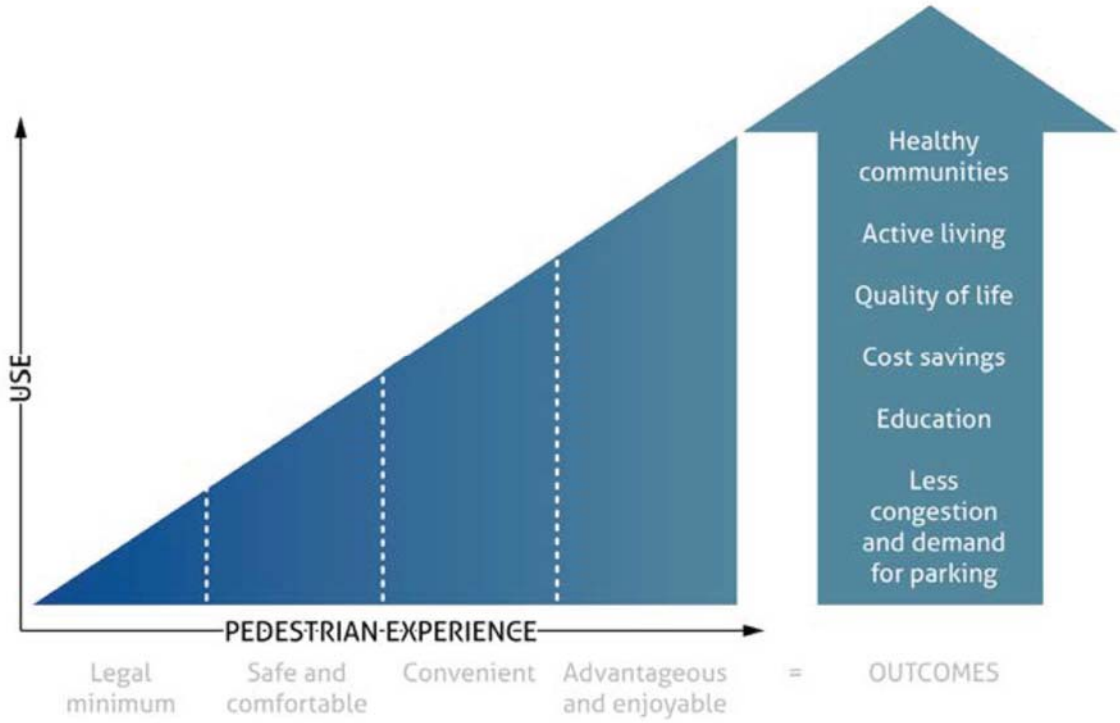


Experience in many communities, including Richfield, has shown that people walk more and are drawn to locations where they feel safe, the route is convenient, and the experience is enjoyable. This concept is illustrated in Figure 16. Walking participation and the related benefits increase as the level of pedestrian improvements moves past the basic legal requirements, toward safe and convenient facilities such as high-visibility crosswalks and median refuges, to an advantageous and even more enjoyable facility that includes landscaping and public art.

The directness of a route to key destinations or activity centers may influence its attractiveness to pedestrians. However, often the most direct routes have characteristics that discourage walking such as high traffic speeds, busy intersections, long crossing distances or an environment that generally feels unsafe or uncomfortable. These attributes may result in low existing pedestrian use but high latent demand. Both the value of connectivity and the safety and comfort for walkers must be considered when evaluating these routes for pedestrian improvements and latent demand.

To achieve the city's goal of encouraging walking, the city will need to move beyond a minimum level of pedestrian accommodation - sidewalks at some locations, curb ramps, crosswalk striping at major intersections- toward a higher level of pedestrian improvements at high demand locations throughout the city. With a higher level of accommodation, it becomes more advantageous, or even enjoyable, to choose walking over other modes of transportation (see Figure 16).

Figure 16: Level of Accommodation/Use Relationship



Existing Pedestrian System

Strengths of the Richfield Pedestrian Network

- Richfield's existing pedestrian system includes sidewalks along all major roadways (minor arterials), see **Error! Not a valid bookmark self-reference.**.
- There is a robust and well-loved network of trails within city parks throughout the city.
- There are existing mid-block crossings at some major activity centers.
- There is strong transit ridership (bus routes) along the arterial routes within the city.
- The city actively clears snow along all sidewalks and trail within the city, at no additional cost to residents.
- There is strong community support for continued investment in pedestrian and bicycle improvements.
- The city's "Sweet Streets" program is a strong advocate for multimodal transportation.
- Actively implementing the ADA Transition Plan to better accommodate people with disabilities

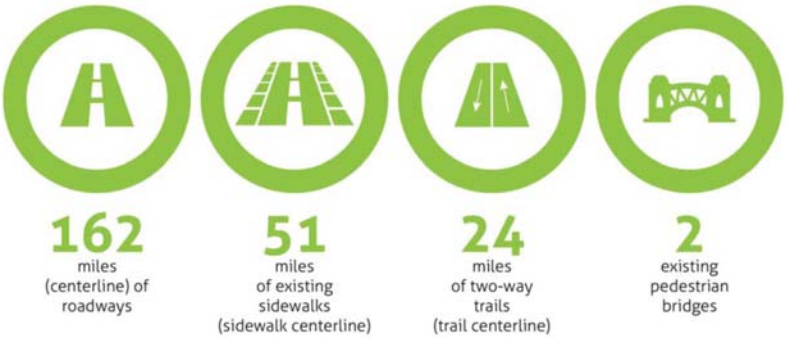


Figure 17: Richfield Pedestrian Facilities

Challenges of the Richfield Pedestrian Network

- Crossing many streets, particularly higher volume arterials, is uncomfortable and unsafe for many pedestrians and some places have a history of pedestrian crashes.
- Many of the older sidewalks in the city are built at the back of the curb and don't provide adequate separation from traffic for a comfortable or safe pedestrian experience.
- The city has a long history of no pedestrian infrastructure along neighborhood streets, which means no sidewalks in most residential neighborhoods.

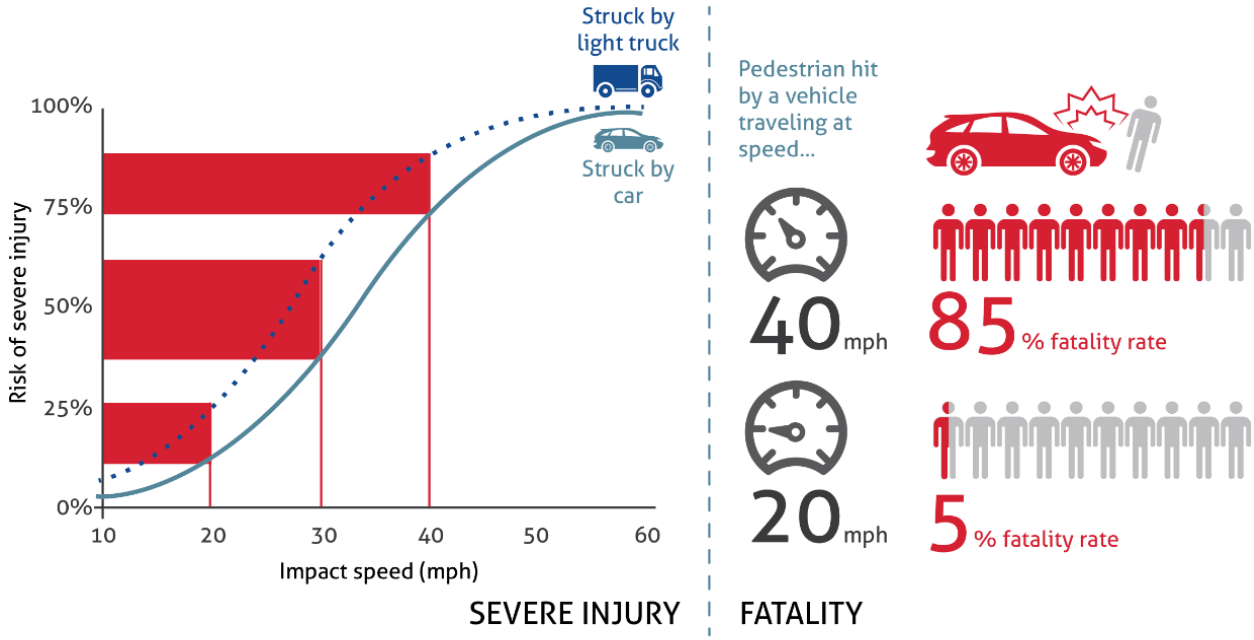
Pedestrian Safety

Safety is the primary concern when planning and designing pedestrian facilities. Safety includes consideration for both people in motorized vehicles (e.g., cars, buses, trucks, etc.) and people using non-motorized transportation modes (e.g., walking, biking, rolling, etc.). There are a number of ways to measure safety, including objective safety (i.e., number and severity of crashes) and subjective safety (i.e., the users perception of safety). For the purposes of this plan, safety generally refers to the risk of a crash, both objectively and subjectively.

Motorized vehicle speeds are the most important factor in the severity of pedestrian crashes

The data is clear – pedestrian safety is enhanced by slower traffic speeds and shorter crossing distances (less crash exposure). As shown in Figure 18, at 30 miles per hour the risk for severe injury to the pedestrian in a crash is about 50% —any faster and the risk of injury goes way up and the chance of survival goes way down.

Figure 18: Vehicle Speed and Pedestrian Injury Relationship



Source: *Impact Speed and a Pedestrian's Risk of Injury or Death. AAA Foundation for Traffic Safety. September 2011.*

Pedestrian Crash Data

Based on a review of reported crashes in the 10-year period from 2006 to 2015, pedestrian crashes in Richfield have historically occurred at a rate of about 10 per year and about one crash per year results in a fatality or a serious/incapacitating injury. Figure 19 shows key trends related to this data and Figure 20 shows the location and severity of reported pedestrian crashes in Richfield. Figure 21and Figure 22 show pedestrian crashes by intersection type and activity center, respectively.

Figure 19: Richfield Crash Trends

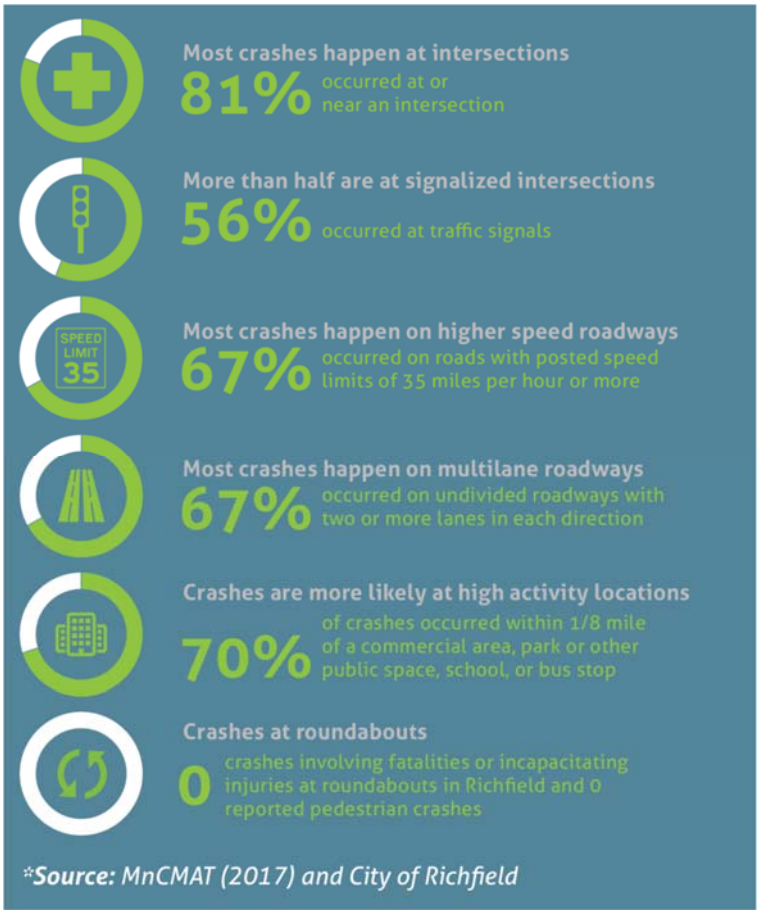


Figure 20: Location and Severity of Crashes in Richfield (2006 – 2015)

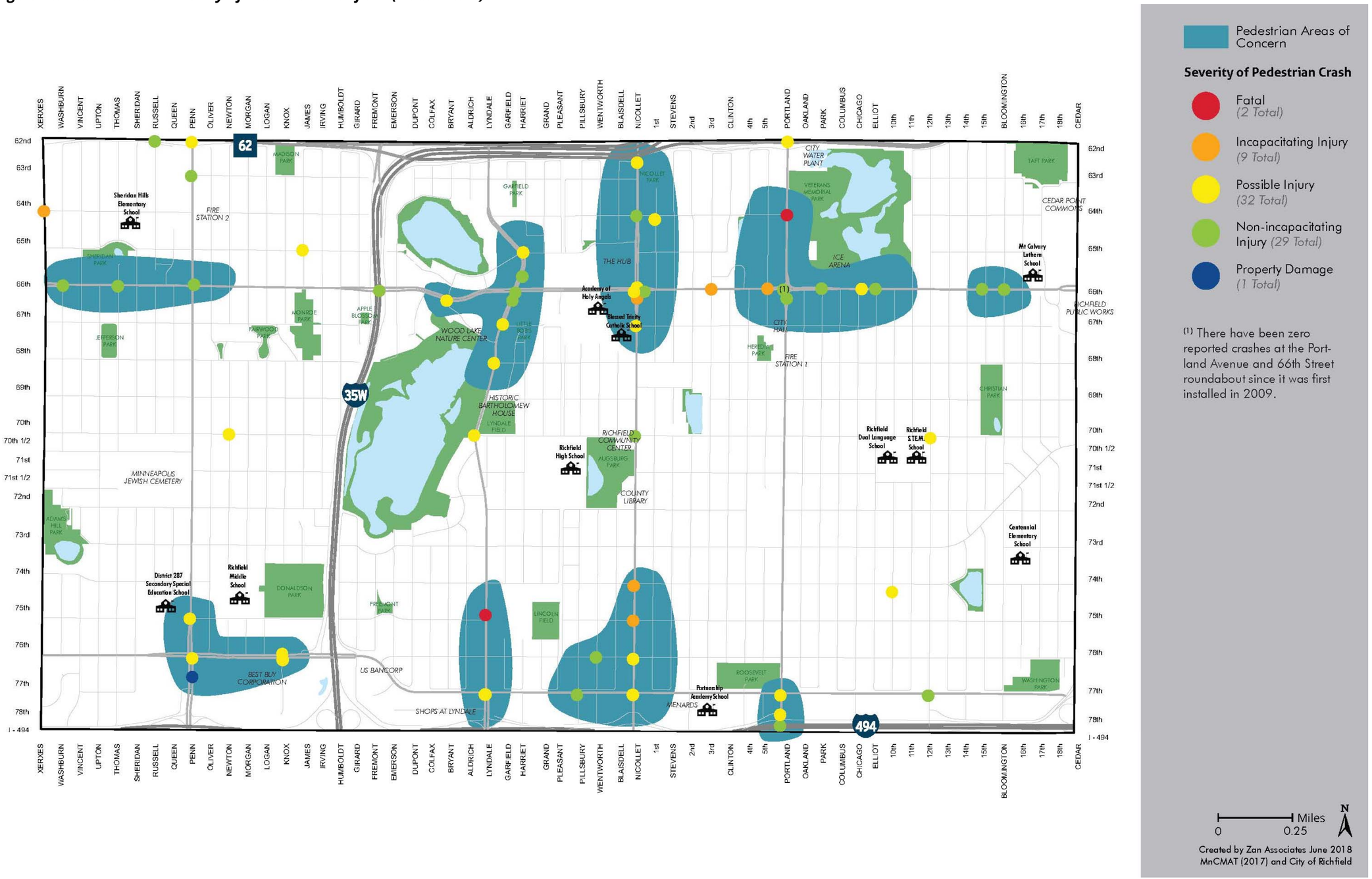


Figure 21: Crashes by Intersection Type

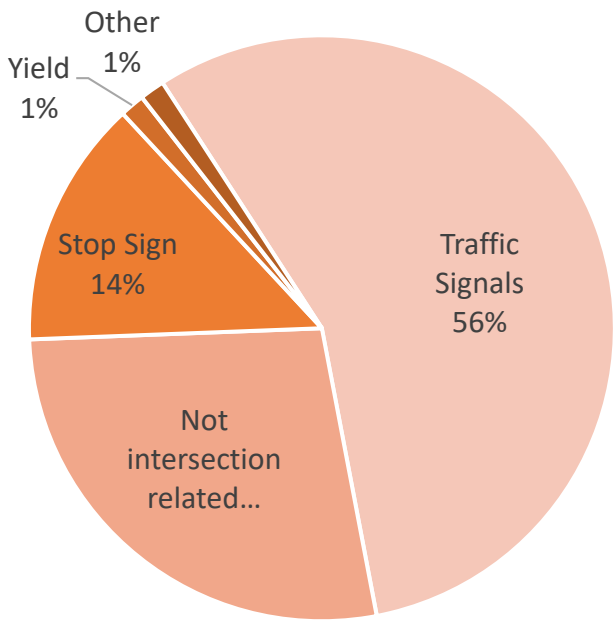
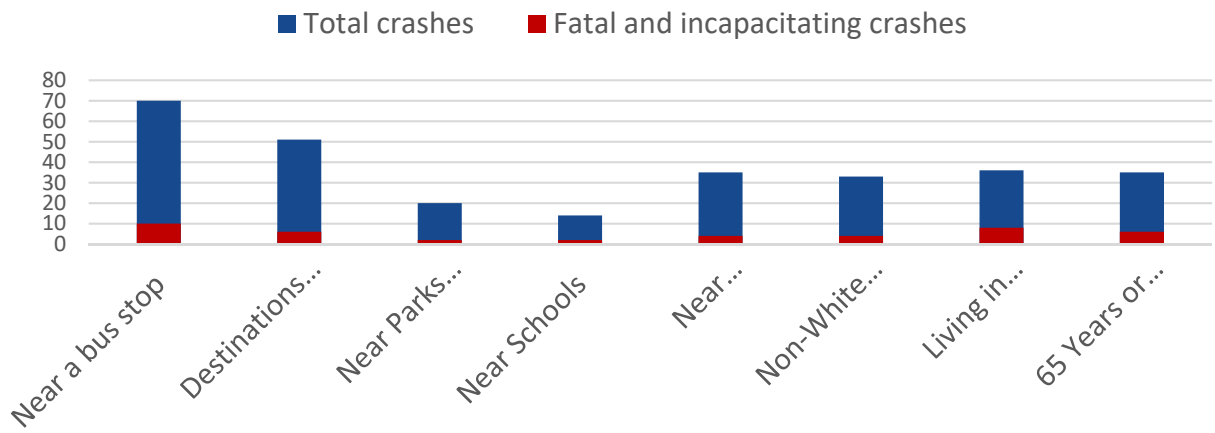


Figure 22: Pedestrian Crashes by Activity Center



Pedestrian Experience

Pedestrian experience should be evaluated on a block-by-block, segment-by-segment, and crossing-by-crossing experience. Crossings are critical as these are places where the greatest safety risks occur. Figure 23 includes an overview of typical criteria for the evaluation of pedestrian experience, for both crossings and linear facilities (i.e., segments). For each criterion, there are a range of potential improvement options that could be considered, based on context (e.g., such as demand and/or crashes). Figure 24 shows examples of these criteria applied to Nicollet Avenue, in Richfield.

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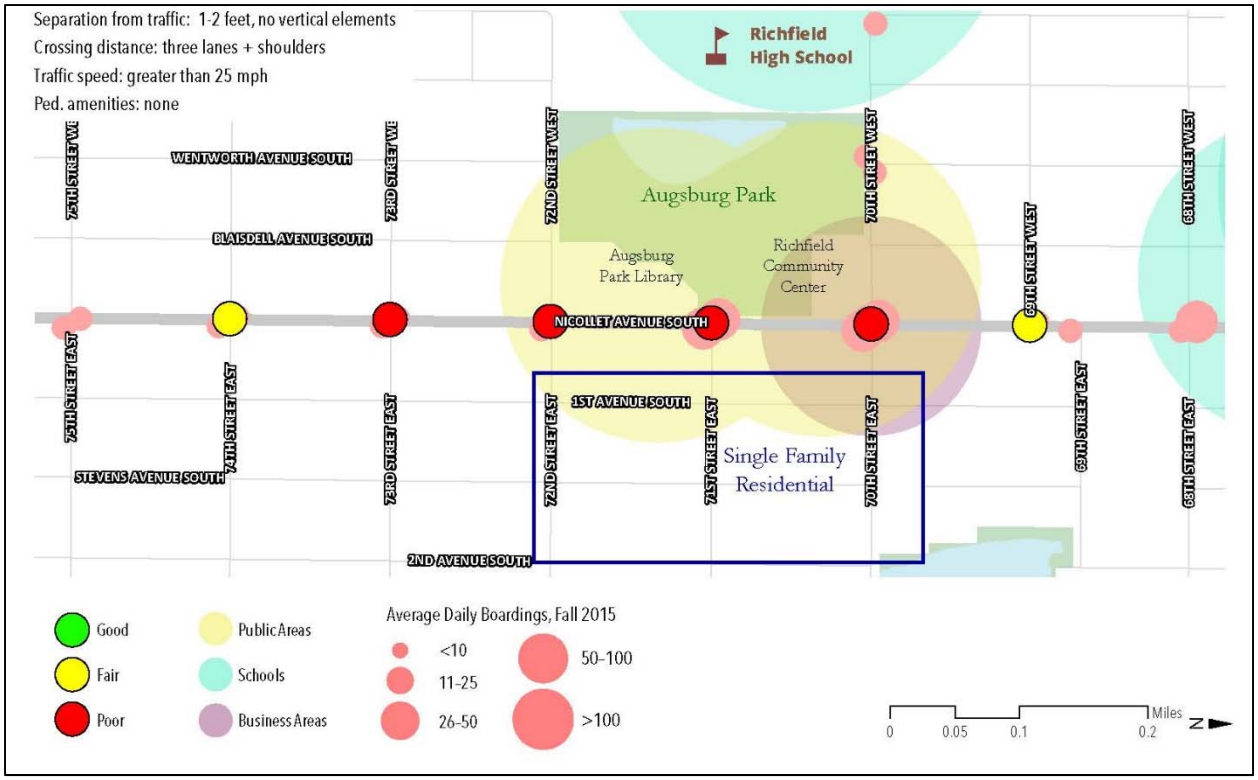
Figure 23: Typical Pedestrian Experience Measures and Considerations

Crossings	**Linear Facilities**

Physical condition
This refers to the overall *state of repair* of a crossing. A well maintained and designed crossing contributes to a feeling of safety, comfort, and convenience for people who need to walk across the road.
• What type of facility is present to help pedestrians cross: traffic signal (APS and ADA compliant), pedestrian push button, striped crosswalk, other
• What's the condition of the pedestrian facilities?
  o Curb ramps
  o Concrete/asphalt surfaces
  o Crosswalk striping and stop bars
  o Pedestrian pushbutton and countdown timers
• Are there clearly defined edges to delineate the pedestrian zone?
	Physical condition
	This refers to the overall *state of repair* of a sidewalk or multiuse trail. A well-maintained facility contributes to a feeling of safety, comfort, and joy for people walking.
	• What type of facility is present - sidewalk, trail, etc.?
	• Is the surface free of cracks, heaves and obstructions?
	• Are the edges clearly defined to delineate the pedestrian zone?
	• Are the lights and other pedestrian facilities in good repair and functioning?
	• Is the area clean and free of trash?
	• Is the sidewalk or trail clear of ice and snow?
	• Are slopes and grades appropriate?

Pedestrian Delay Pedestrian delay is the time a person spends waiting prior to being able to cross the street. This can be the length of time at a signal before the walk phase or the time it takes for an adequate gap in traffic at a non-signalized location. Longer crossing delay leads to higher risk behavior such as crossing at a signal during an opposing red light, or mid-block crossings, whereas shorter crossing delay is more likely to yield positive behavior – pedestrians crossing at controlled crossing locations. • What type of pedestrian signal is present at signalized crossings (pedestrian activated, automatic, count-down)? • What is the pedestrian delay? • Do adequate gaps in vehicle traffic regularly occur (non-signalized crossings)?	*Width of the Pedestrian Access Route (PAR)* The PAR is the area on a sidewalk or trail used for walking. This can be less that the total width of the pedestrian realm which may include other areas such as boulevards, furnishing zones, and building frontage areas. An adequately sized PAR promotes a sense of safety, security, and convenience for pedestrians. The PAR should be a minimum of 5 – 8 feet, depending on the surrounding land uses and roadway characteristics. The PAR will need to be even wider in areas with high pedestrian demand. • Is the PAR at least 5 feet wide in residential areas and at least 8 in commercial areas? • Do adjacent land uses or other contextual factors necessitate a wider PAR? • Is there adequate clearance to buildings, walls, fences or other vertical obstructions? • Are slopes and grades appropriate?
Crossing distance and crash exposure Crossing distance refers to the distance from the place a person steps off of the curb, to the place the person steps back on a curb on the opposite side of the street. Shorter crossing distances minimize the time it takes a person to cross the street and the number of vehicle conflict points a pedestrian is exposed to, thereby improving pedestrian safety. • How many vehicle and bicycle lanes is the pedestrian required to cross (including turn lanes and shoulders)? • Are there safe and protected median refuge or mid-crossing waiting areas? • Does the signal timing allow enough time for pedestrians to cross the entire street at a reasonable walking speed?	*Separation from traffic – boulevard, furnishing zone, sign zone* Separation from traffic refers to the space between vehicle traffic lanes and the PAR. Greater separation, both horizontal and vertical, with boulevards, trees or bollards, physically separate pedestrians from moving vehicle traffic, thereby contributing to a sense of safety and comfort. • Is the sidewalk or trail physically separated from the roadway or is it next to the curb? • Are vertical separation features such as trees or bollards present?
Speed of opposing vehicle traffic Research has shown that, at a speed of 30 mph, the risk of severe injury to a pedestrian is 50 percent. At lower speeds, this risk significantly decreases (see Figure 11), and at higher speeds, the risk significantly increases. • Are vehicle operating speeds 30 mph or greater?	*Pedestrian features* This criterion refers to the additional features, such as benches, trash receptacles, and water. The presence of these features helps enhance the sense that a location is safe, convenient, comfortable and pleasant to walk. • What pedestrian features are present?
Visibility This refers to the visibility of a crossing, both in terms of lighting and the physical characteristics of the location. Good visibility will contribute to the safety of a crossing and foster a sense of security for pedestrians. • Is the crossing well lit (does it illuminate the pedestrian)? • Is the crossing free from sight line obstructions? • Are there horizontal or vertical curvature issues?	*Visual quality* An attractive appearance will help to make a sidewalk a place where people want to be, thereby contributing to a positive and pleasant pedestrian experience • Are elements such as trees and planting present? • Are physical features such as colored/textured concrete, banners, and public art included?
Land use connectivity It is human nature for people to walk the shortest route possible. Thus, it is not realistic to ask people to walk even minimum distances in the "wrong direction" or "out of the way" to get to their desired destination. Pedestrian crossings should provide the most direct connection possible to adjacent land uses and activity centers. • Are there marked crosswalks at all intersection legs? • Does the crossing provide a direct connection to nearby activity centers?	*Land use connectivity* This criterion measures the ability of a route to connect people to the places they want to go as efficiently as possible. It is human nature for people to walk the shortest route possible; thus, it is not realistic to ask people to walk even minimum distances in the "wrong direction" or "out of the way". • Are there pedestrian facilities on both sides of the roadway? • Does the route provide direct connectivity to key destinations or activity centers? • Does the route provide connectivity to the overall pedestrian network or to other trails or sidewalks?

Figure 24: Example Pedestrian Experience Evaluation, Nicollet Avenue

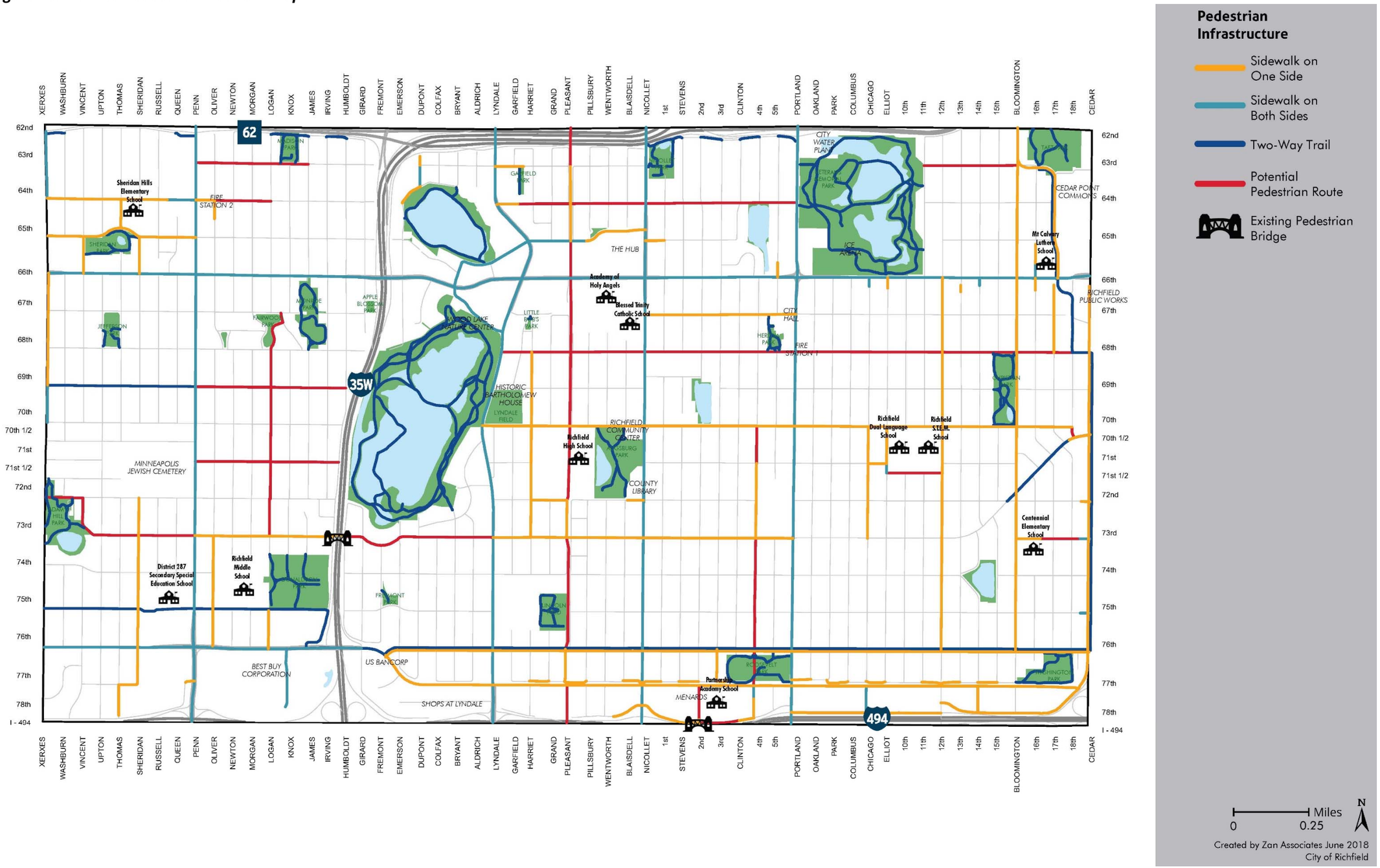


Demand Category	***Influencing Factors***
Physical Condition	• No marked crosswalks at 71st or 72nd Street • Existing crosswalk markings at 70th Street are worn and faded
Visibility	Lighting illuminates the roadway mid-block, but does not light the sidewalks or crosswalks
Crossing Distance and Crash Exposure	Pedestrians are required to cross three traffic lanes and bike-able shoulders.
Pedestrian Delay	• There is a traffic signal at 70th Street, but it does not have pedestrian prioritized phasing. • There is no crossing control at 71st or 72nd Street and the nearest controlled crossings are at least one block away.
Land Use and Connectivity	• The only controlled crossing is at 70th Street, which is two – three blocks out of the way for pedestrians trying to access activity centers such as the 71st Street bus stop and Augsburg Library.

Chapter 4: Pedestrian Network

Richfield has a robust transportation system which includes 162 miles (centerline) of roadways, 36.5 miles of existing sidewalks, seven miles of two-way trails, and two existing pedestrian bridges crossing major highways (i.e., I-35W and I-494). There are sidewalks along all minor arterial roadways within Richfield and the city is working to build out the sidewalk network on select collector and sub collector roadways, based on proximity to activity centers (i.e., demand). In total, 10.5 miles of potential sidewalk additions within the city have been identified and the city is committed to improving pedestrian crossings commensurate with demand (see Figure 25).

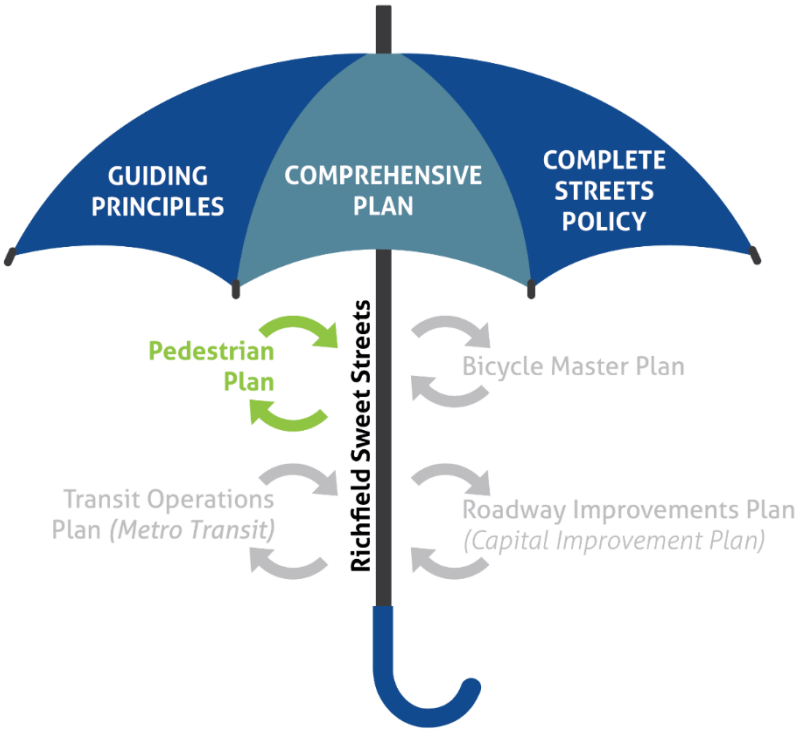
Figure 25: Planned Pedestrian Network Map



Chapter 5: Plan and Policy Review

Richfield is working to provide pedestrians with safe, convenient, and enjoyable walking environments through its planning and policy efforts and related local, regional, and state plans and policies provide a foundation for this pedestrian plan. At the local level, efforts are governed by the City's Comprehensive Plan, Guiding Principles for Transportation, and Complete Streets Policy, all of which set the framework for transportation planning in Richfield (see Figure 26).

Figure 26: Transportation Planning in Richfield



At a policy level, the core pedestrian related documents in Richfield are the Sidewalks Standards Policy, the Crosswalk Policy, the Sidewalk Snow Plowing Policy, and the Complete Streets Policy. Together, these plans define the criteria for installation of pedestrian infrastructure (sidewalks and crosswalks), the circumstances for when and how they will be build, and the standards for winter maintenance.

Existing plans and policies show a strong desire at every level of government to make walking a safe and convenient transportation and recreation option.

These plans should be updated to allow for greater flexibility in the siting of pedestrian facilities and to include consideration for people-based factors, such as activity generating land uses and concentrated populations of who often rely on walking as a primary source of transportation (e.g., older adults, children and young adults, and people with low incomes). Figure 27 summarizes the plans and policies reviewed as part of the planning process and includes recommendations to make walking safer and more inviting for pedestrians.

Figure 27: Plan and Policy Review

Policy	Overview	Recommendations
Richfield Sidewalk Standards Policy (2016)	• Sidewalks on both sides of arterial streets • Sidewalks on one side of collector streets • Sidewalks in one side of roadways on major school routes • No sidewalks on local streets • Minimum width for sidewalks is six feet	Amend this policy to: • Allow for greater flexibility in pedestrian facilities on local streets • Include guidance for other pedestrian facilities, such as temporary treatments on streets and multiuse trails
Richfield Pedestrian Crosswalk Pavement Markings Policy (2006)	Pedestrian crosswalk pavement markings or special treatments at: • Signalized intersections • Intersections designated as safe routes to schools and parks • Other locations deemed warranted through engineering studies	Rewrite policy to provide guidance on the types of crossing treatments that should be considered at all intersections. Should include consideration for: • Vehicle traffic volumes and speeds • Nearby land uses and activity centers • Demographics
Richfield Sidewalk Snow Plowing Policy (2011)	Requires that the city plow all public sidewalks within the city. Prioritizes starting with commercial areas, then arterial roads, then collector streets, followed lastly by residential neighborhoods.	Revise to include a more detailed hierarchy for snow clearance priorities. Major activity centers and arterial roadways should be prioritized (including transit stops), with a lower priority (or none) given to pedestrian facilities on sub-collector and residential streets.

Policy	Overview	Recommendations
Richfield Complete Streets Policy (2015)	Policy for accommodation of multimodal transportation, city-wide.	• Evaluate each project against the complete streets policy • Consider the desired user experience of multimodal users • Seek opportunities to implement standalone pedestrian improvement projects
Guiding Principles for Transportation (2013)	Framework for how the City will develop its transportation network, land uses, public realm, and open spaces.	Evaluate each project against the principles to foster accepted community design principles, enhanced public realm amenities, and desired user experiences.
ADA Transition Plan (2014)	Evaluation of roadway facilities to ensure that all roads in the City are accessible to all individuals.	Revise the *Sidewalk Standards Policy* and *Crosswalk Policy* to explicitly reference the ADA Transition Plan as added support for local policies to improve pedestrian safety and experience.
Richfield Safe Routes to School Comprehensive Plan (2014)	Identifies opportunities and priorities to increase walking and biking to schools and strategies for making improvements in the areas surrounding the school.	Seek opportunities to implement standalone pedestrian improvement projects to address safe routes to school.
Hennepin County Pedestrian Plan (2013)	Addresses the county's role in making walking a safe and easy choice for residents.	Revise the *Sidewalk Standards Policy* and *Crosswalk Policy* to explicitly reference external policies as added support for local policies aimed at improving pedestrian safety and experience.
Hennepin County Transportation Systems Plan (2011)	Seeks to articulate a transportation vision, update previous planning work, and provide guidance for future transportation decisions.	
Hennepin County Complete Streets Policy (2009)	Policy for accommodation of multimodal transportation, county-wide.	
MnDOT Complete Streets Policy (2016)	Policy for accommodation of multimodal transportation, statewide.	

Chapter 6: Implementation

This section provides a framework for the implementation of the pedestrian plan, including action steps for implementation (Figure 28), a listing of reference material for design guidance, a discussion of best practices for pedestrian facilities, and guidance on the project development process.

Figure 28: Implementation Framework

Timeframe	Action
Near-term *(1 – 4 years)*	Revise sidewalk, crosswalk, and snow clearance policies to make it clear that safe and convenient pedestrian crossings and sidewalks are needed in high demand locations.
	Include evaluation of the appropriate pedestrian crossings and linear facilities on all capital and maintenance projects in the future, considering pedestrians as the priority mode.
	Look for opportunities to implement standalone pedestrian projects in high demand areas and in areas with high crash frequency and severity. Consider the use of temporary installations.
	Evaluate opportunities for non-infrastructure pedestrian programming to educate the community and build awareness for pedestrians. For example: • Walk! Bike! Fun! Education programs at schools • Community walking maps • Walk to school and work days • Mileage and/or step counting programs • Safety campaigns (e.g., stop for me)
	Strategically pursue funding sources for pedestrian infrastructure. At a minimum, this should include consideration for the following: • Federal Transportation Funding allocated through the Regional Solicitation process

Timeframe	Action
	• U.S. Dept. of Transportation: BUILD (formerly TIGER) Discretionary Grants • DNR Local Trail Connections Program • State Funds for Safe Routes to School (SRTS) • MN Department of Health Statewide Health Improvement Program • Blue Cross Blue Shield Center for Prevention funds
Mid-term *(5 – 9 years)*	Install modern pedestrian facilities on all minor arterial roadways. This includes protected crossings in high demand areas and sidewalks or trails, separated from the roadway with a boulevard or other vertical screening.
	Install modern pedestrian facilities to provide a safe and convenient pedestrian environment with all full reconstruction street projects. This includes modern sidewalks and crosswalks where appropriate, and design elements to lower vehicle speeds (e.g., narrower roadway) on neighborhood streets. A safe vehicle speed for pedestrians on neighborhood streets is 15 – 25 mph.
	Implement solutions to address high crash frequency and severity locations, citywide.
	Implement and expand non-infrastructure programs and campaigns to change user behavior.
	Pursue a dedicated and ongoing funding source for standalone pedestrian projects.
Long-term *(10+ years)*	Work toward buildout of the citywide pedestrian network, including pedestrian facilities on all minor arterial, collector, and select local roadways.
	Pursue legislative policy changes to allow for reduced speed limits on residential streets.
	Look for opportunities to create signature places to walk within Richfield, such as pedestrian plazas, greenways, etc.

Pedestrian Facility Design Guidance

This document is not intended to be a thorough evaluation of location specific facilities or treatments, and it is not a design guidance source. The following are common standards and design guidelines for reference during the facility design process.

Design References

- 2015 Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). http://www.dot.state.mn.us/trafficeng/publ/mutcd/
- 2013 NACTO Urban Streets Design Guide. https://nacto.org/publication/urban-street-design-guide/

- 2009 Manual on Uniform Traffic Control Devices (MUTCD). https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf.
- 2011 AASHTO A Policy on Geometric Design of Highways & Streets (Greenbook) https://bookstore.transportation.org/collection_detail.aspx?ID=110&gclid=EAIaIQobChMIv_2HxbXI1gIVBgxpCh35bQ7IEAQYASABEgI_rPD_BwE
- 2014 NCHRP 783: Evaluation of the 13 Controlling Criteria for Geometric Design. http://www.trb.org/Publications/Blurbs/171358.aspx
- FHWA Interim Approvals. https://mutcd.fhwa.dot.gov/res-interim_approvals.htm
- 2005 Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations. https://www.fhwa.dot.gov/publications/research/safety/04100/ref.cfm
- 2004 AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities. https://bookstore.transportation.org/item_details.aspx?id=119

Pedestrian Facility Best Practices: Designing for People

There are a wide variety of pedestrian types with a varying range of characteristics and needs. For example, a recreational jogger may have different needs than someone waiting for the bus, a father pushing a stroller, or an older adult using a walker. Therefore, the pedestrian network and individual pedestrian facilities should consider the ease of use for a range of ages, abilities, and mobility levels.

High visibility crosswalk with median refuge island connecting high activity locations

Pedestrians want a safe and comfortable walking experience this means short and well-marked crossings, slower rather than faster vehicle traffic, separation from traffic lanes, shade and periodic rest areas, and visual interesting environments (e.g., landscaping, art, etc.). Figure 29 illustrates common “best practice” treatments for pedestrians and Figure 30 provides additional description. Refer to the references above for specific design guidance.

The goal of the pedestrian network is to provide for safe, secure and efficient movement along and across the roadways

Figure 29: Best Practice Pedestrian Treatments

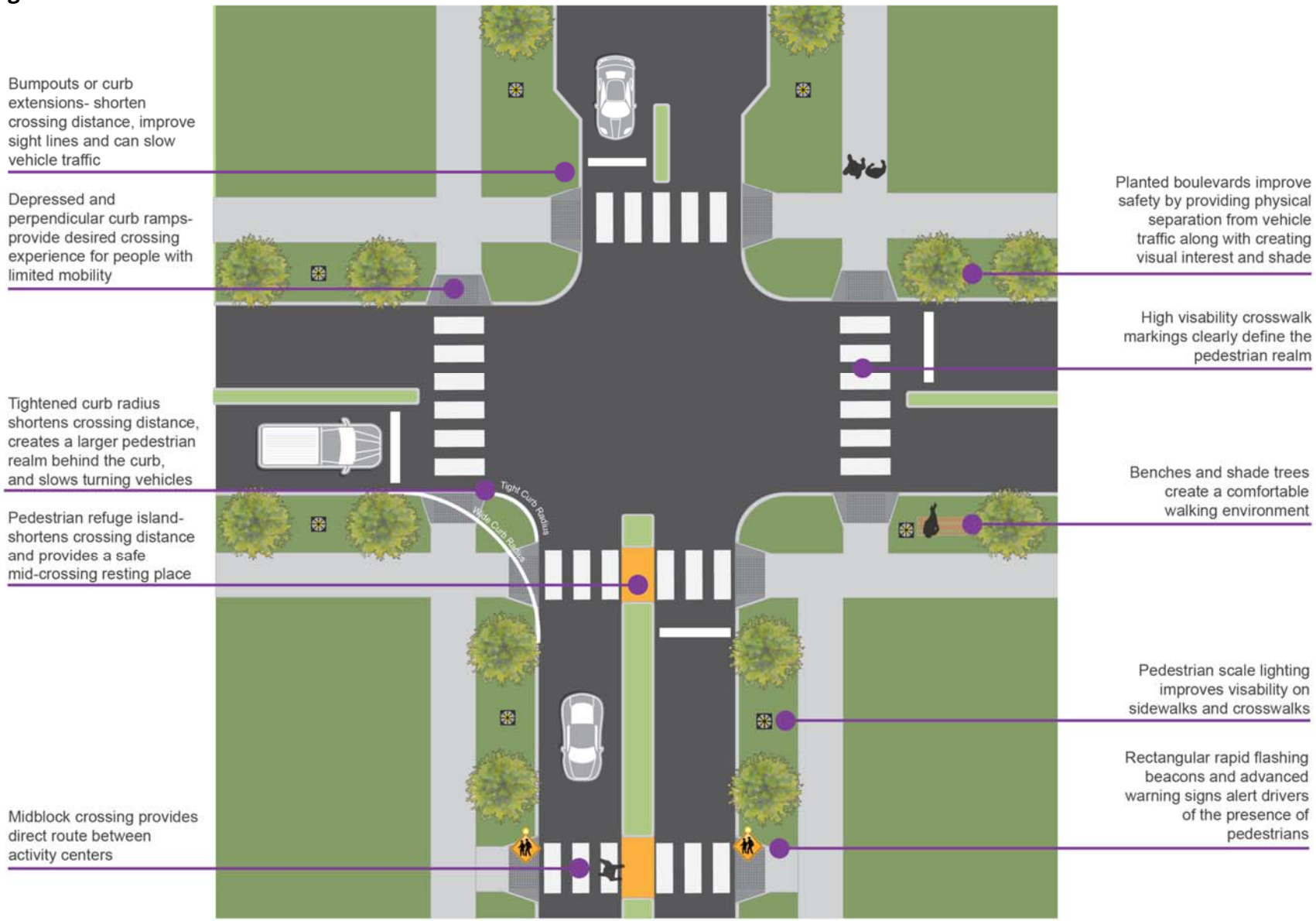


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Figure 30: Best Practice Pedestrian Treatments – Walkways

Crossing Treatments	
High visibility crosswalk markings 	Description: Reflective markings which clearly define the crossing area and set pedestrian and driver expectations. Often paired with a stop bar and advanced warning signs. Applicability: Minor arterial, collector, and higher volume local roadway crossings with medium to high pedestrian demand. Should be paired with other crossing control on high volume/high speed streets.
Median refuge islands (2 stage crossing) 	Description: Curb cut and walkway through a raised center median. Shortens crossing distance, simplifies decision making, and provides a safe resting area for pedestrians. Applicability: Minor arterials with medium to high pedestrian demand.
Bumbouts or cub extensions 	Description: Extension of the sidewalk into the roadway to shorten pedestrian crossing distance and slow vehicle traffic. Applicability: Minor arterial, collector, and higher volume local roadway crossings with medium to high pedestrian demand. Ideal for locations with on street parking. Should be paired with other crossing control on high volume/high speed streets.

Pedestrian activated flashing lights (RRFBs)

Description:
Flashing lights that alert the driver to the presence of a pedestrian at a crossing.

Applicability:
Minor arterials with high traffic volumes/speeds and high pedestrian demand. Ideal for mid-block crossings and roundabouts.

Midblock crossings

Ped

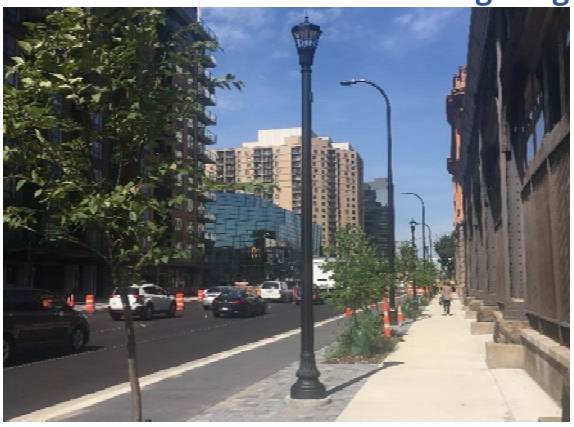
Description:
Crossings in the middle of a block (i.e., not at an intersection) to provide a direct route between high activity locations.

Applicability:
Minor arterials with high traffic volumes/speeds and medium to high pedestrian demand.

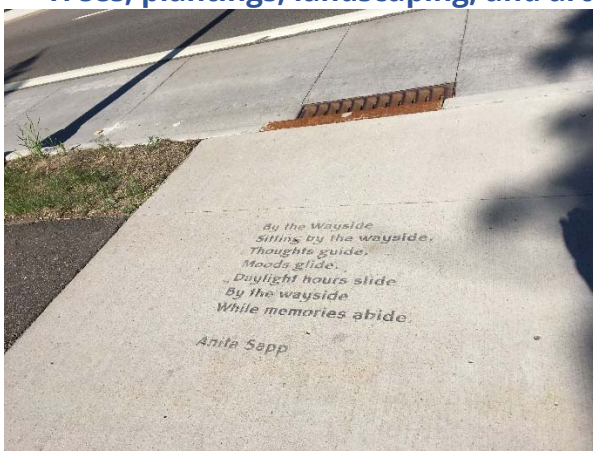
Raised crossing or speed table

Description:
Raised concrete crossing at or near the same elevation as the adjacent sidewalks. Defines the crossing area and forces vehicle traffic to slow down.

Applicability:
Any location with high pedestrian demand. Should be coupled with other crossing control for higher traffic/speed roadways.

Linear Treatments	
Sidewalks and multiuse paths	Description: Pedestrian walkway, usually adjacent to a roadway or through a park. Provides a connection between nearby activity centers. Applicability: Both sides of all minor arterials and on select collectors and local streets with medium to high pedestrian demand. Should be separated from the roadway.
Boulevard or vertical separation	Description: Improves safety and comfort for pedestrians by providing physical separation between roadway travel lanes and the walkway. Applicability: All sidewalks and multiuse paths adjacent to a roadway.
Pedestrian scale lighting 	Description: Lighting which illuminates the pedestrian realm to improve visibility of sidewalks and crosswalks. Includes lighting at the near side of intersections to make crossings pedestrians visible. Applicability: All sidewalks, multiuse paths, and marked crosswalks.

Trees, plantings, landscaping, and art



Description:
Plantings and art improve safety and comfort by providing physical separation from vehicle lanes, creating shade, and visual interest.

Applicability:
All sidewalks and multiuse paths.

Benches, waste receptacles, and other furnishings

Description:
Benches, garbage, and other furnishings that support walking.

Applicability:
Periodic placement along medium and high demand pedestrian areas. Coordinate with bus stop facilities.

Temporary Pedestrian Facilities

Description:
Temporarily striped, painted, and/or delineated walkways along roadways where there is a need for improved pedestrian facilities, but the underlying roadway infrastructure is not due for replacement.

Applicability:
Roadways and crossings with high vehicle traffic volumes and speed and medium to high pedestrian demand.

Project Development Process

The following checklist is a checklist intended for use as part of the project development process to foster safe, secure and efficient pedestrian movement along and across roadways. This checklist should by used to evaluate the success of any design alternative, from a design perspective and should be coupled with an evaluation of pedestrian demand.

Crossing treatments

- ❑ Crosswalk visibility (high visibility striping, stop bar, and signage)
- ❑ Pedestrian activated flashing lights
- ❑ Vehicle control (e.g., stop signs, traffic signal, etc.)
- ❑ Minimal or mitigated conflict points with vehicles and bicycle
- ❑ Direct connection to activity centers (i.e., minimize wrong direction travel for pedestrians)
- ❑ ADA compliance (e.g., pedestrian countdown times and push buttons, appropriately placed curb ramps, minimal cross slopes, etc.)
- ❑ Minimize crossings distance
- ❑ Minimize pedestrian delay at intersections (and circuitous routing)
- ❑ Pedestrian refuge island
- ❑ Pedestrian oriented lighting
- ❑ Appropriate intersection sight lines

Linear facilities

- ❑ Separation from traffic (buffer zone)
- ❑ Width commensurate with pedestrian demand (6’ min, 8-10’ preferred)
- ❑ Pedestrian scale lighting
- ❑ Minimize circuitous routing
- ❑ Shade, plantings, and art
- ❑ Resting areas (benches, short walls, drinking fountains)

REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
SEPTEMBER 25, 2018
7:00 PM

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

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

Pledge of Allegiance

Approval of the minutes of the: (1) Special City Council work session of September 11, 2018; (2) Special concurrent City Council and Planning Commission work session of September 11, 2018; and (3) Regular City Council meeting of September 11, 2018.

PRESENTATIONS

1. Annual Meeting with the Advisory Board of Health

COUNCIL DISCUSSION

2. Hats Off to Hometown Hits

AGENDA APPROVAL

3. Approval of the Agenda

4. **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 contract renewal with Adesa Minneapolis for 2018-2019 for auctioning forfeited vehicles from Public Safety/Police.

   Staff Report No. 161

   B. Consideration of the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership training in 2019.

   Staff Report No. 162

   C. Consideration of the approval of a first reading of a Transitory Ordinance vacating 64th Street right-of-way

between 16th Avenue and Richfield Parkway and schedule a public hearing and second reading for October 9, 2018.

Staff Report No. 163

D. Consideration of the adoption of a resolution certifying delinquent water, sanitary sewer, and storm water charges to the Hennepin County Auditor to be included in the property owner's annual property tax bill.

Staff Report No. 164

E. Consideration of the approval of rejecting all bids for roof replacement, mechanical cooling units and related electrical work for the municipal liquor store at 7700 Lyndale S.

Staff Report No. 165

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

PUBLIC HEARINGS

6. Public hearing and consideration of the adoption of a resolution revoking a conditional use permit for Lakes Buffet restaurant at 6601 Nicollet Avenue.

Staff Report No. 166

7. Public hearing and consideration of the adoption of a resolution for a final plat of "Lyndale Gardens 2nd Addition" which will incorporate 6328 Aldrich Avenue and reconfigure existing lots and outlots of the Lyndale Garden Center site to align with approved development plans.

Staff Report No. 167

8. Continue the public hearing and consideration of a preliminary plat of the "Cedar Point II" Addition to October 9, 2018.

Staff Report No. 168

PROPOSED ORDINANCES

9. Consideration of the approval of a variety of land use approvals related to a proposal to construct 218 apartments and 72 townhomes along 16th Avenue and Richfield Parkway between approximately Taft Park and 65th Street.

Staff Report No. 169

10. Consideration of the approval of the second reading of an ordinance adopting a new City Code Section 409 relating to the sale of affordable rental housing and establishing notice and relocation assistance requirements for new owners.

Staff Report No. 170

RESOLUTIONS

11. Consideration of the adoption of a resolution approving an Inclusionary Affordable Housing Policy.

Staff Report No. 171

CITY MANAGER'S REPORT

12. City Manager's Report

CLAIMS AND PAYROLLS

13. 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.

14. Adjournment

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

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Special City Council Work Session

September 11, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 5:16 p.m. in the Bartholomew Room.

Council Members Present:	Pat Elliott, Mayor; Maria Regan Gonzalez; Michael Howard; and Simon Trautmann (arrived at 5:19 p.m.).
Council Members Absent:	Edwina Garcia.
Staff Present:	Jared Voto, Executive Aide/Analyst.

Item #1	**REVIEW AND APPROVAL OF A POSITION PROFILE FOR THE CITY MANAGER RECRUITMENT**

Richard Fursman, Huelife, discussed the draft position profile and went over each page of the document seeking the Council's feedback and comments.

Council Members reviewed the draft position profile along with Mr. Fursman and provided their feedback on sections of the profile including the specific duties, background and experience, position priorities, the ideal candidate, and specific attributes and skills needed.

Council discussed the change in schedule and decided on finalist selection on October 30 and final interviews on November 16 and 17.

Council discussed the starting salary range and asked staff to provide additional information from surrounding communities. After further conversation Council agreed to the provided salary range.

Council discussed using formatting consistent with Richfield's annual report.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:05 p.m.

Date Approved: September 25, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Special Concurrent City Council and Planning Commission Work Session

September 11, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 6:08 p.m. in the Bartholomew Room.

Council Members Present:	Pat Elliott, Mayor; Maria Regan Gonzalez; Michael Howard; and Simon Trautmann.
Council Members Absent:	Edwina Garcia.
Planning Commission Members Present:	Sean Hayford Oleary, Chair; Susan Rosenberg; Kathryn Quam; James Rudolph; Daniel Kitzberger; and Allysen Hoberg.
Planning Commission Absent:	Bryan Pynn.
Staff Present:	Steven L. Devich, City Manager; Jeff Pearson, City Engineer; Melissa Poehlman, Assistant Community Development Director; and Jared Voto, Executive Aide/Analyst.

Item #1	**I-494: AIRPORT TO 169 PROJECT**

City Engineer Pearson introduced Andrew Lutaya.

Andrew Lutaya, of MnDOT, the project manager for I-494 project, presented on the project location and overview, including the project scope/goals and budget.

City Manager Devich commented that until the 77th Street Underpass is a reality he did not believe the City should not provide municipal consent, otherwise the east side of Richfield will be cut off due to the ramp closures.

City Engineer Pearson noted that based on the timeline for MnDOT's request for municipal consent from the City, and the timeline for construction of the 77th Street Underpass, they hope to have construction started on the underpass before municipal consent is requested.

Andrew Lutaya, of MnDOT, the project manager for I-494 project, continued his presentation with the project structure, including teams/committees and engagement strategy; the project development schedule with traffic management planning; segmentation for construction; and currently identified project risks.

City Manager Devich commented that Richfield brought money to the table for Penn Avenue and Lyndale Avenue, not MnDOT, and discussed the right-of-way that had been purchased for I-494.

City Engineer Pearson provided clarification of the additional right-of-way that was purchased previously.

Chair Hayford Oleary commented about stormwater needs and the loss of developable land especially near Portland Avenue. He also asked about sound remediation.

Mr. Lutaya stated that sound remediation would be part of this project.

Commissioner Quam asked what choices, other than municipal consent, will we have for the project.

City Engineer Pearson responded that MnDOT will have a public engagement process and hopes residents and commissioners attend and share their opinions. He requested their presence in order to give them additional background.

Poehlman added that as part of the 77th Street Corridor Plan. There will be some land use considerations along 494 and the use of access points in the corridor.

Commissioner Rudolph asked about the line of sight on I-494 and asked if that had been looked at by MnDOT.

Mr. Lutaya responded that this has been looked at as part of the causes of congestion.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:53 p.m.

Date Approved: September 25, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Regular Meeting

September 11, 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; Maria Regan Gonzalez; Michael Howard; and Simon Trautmann.

Council Members Absent: Edwina Garcia.

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; John Stark, Community Development Director; Jay Henthorne, Chief of Police; Jim Topitzhofer, Recreation Services Director; Kristin Asher, Public Works Director; Chris Regis, Finance Director; Melissa Poehlman, Planning and Redevelopment Manager/Assistant Community Development Director; Jeff Pearson, City Engineer; Kris Weiby, Facilities Manager; Jennifer Anderson, Support Services Manager; and Jared Voto, Executive Aide/Analyst.

Mayor Elliott asked for a moment of silence for remembrance of September 11.

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: (1) Special concurrent City Council and Planning Commission work session of August 20, 2018; (2) Special concurrent City Council, Housing and Redevelopment Authority, and Planning Commission work session of August 20, 2018; (3) Special City Council work session of August 21, 2018; (4) Special City Council meeting of August 21, 2018; (5) Special City Council work session of September 4, 2018; (6) Special City Council meeting of September 5, 2018.

Motion carried 4-0.

Item #1	**OPEN STREETS AT PENN FEST ON SUNDAY, SEPTEMBER 16, FROM 12-5 P.M.**

Gordon Hanson, spoke about Open Streets at Penn Fest being held on Sunday, September 16 from 12-5 p.m. and invited everyone to attend. He stated there will be over 100 exhibitors and 12 food trucks.

Item #2	**BONNIE PAULSON, BLOOMINGTON PUBLIC HEALTH ADMINISTRATOR**

Bonnie Paulson, City of Bloomington Public Health Administrator, provided highlights from the 2017 annual report.

Council Members thanked Ms. Paulson for the work she does in Richfield.

Item #3	**PROCLAMATION DECLARING SEPTEMBER 9-15, 2018, AS DIRECT PROFESSIONALS WEEK IN THE CITY OF RICHFIELD**

Mayor Elliott read the proclamation and presented it to a staff member from Mount Olivet Rolling Acres.

Item #4	**COUNCIL DISCUSSION** • Hats Off to Hometown Hits

Council Member Trautmann spoke regarding Penn Fest and invited people to attend; and thanked staff for the work on the City's budget.

Council Member Howard spoke regarding the Fox 9 news piece about the new development happening in Richfield; and about opting out of receiving a phone book by going to www.yellowpagesoptout.com.

Council Member Regan Gonzalez spoke regarding taking a moment to remember the lives lost on September 11; cookout with cops was attended by over 100 residents; and invited people to attend Richfield's Complete Count Committee kick-off on Thursday, September 13 from 6:30 to 8 p.m. at the Community Center.

Mayor Elliott spoke regarding the media publications shining a light on Richfield's development; a day last week of the ribbon cutting at Havenwood, a home for assisted living and memory care, a ground breaking for Primrose School, and visiting Therapy of Champions; and his family attending cookout with cops.

Item #5	**APPROVAL OF THE AGENDA**

M/Howard, S/Trautmann to approve the agenda

Motion carried 4-0.

Item #6	CONSENT CALENDAR

City Manager Devich presented the consent calendar.

A. Consideration of the adoption of resolutions pertaining to the annual Lyndale/HUB/Nicollet (LHN) maintenance assessment process and scheduling a public hearing for October 9, 2018. (S.R. No. 141)

RESOLUTION NO. 11530
RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE FOR THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

RESOLUTION NO. 11531
RESOLUTION PROPOSING TO SPECIALLY ASSESS FOR THE COSTS OF CURRENT SERVICES PROVIDED WITHIN THE LYNDALE/HUB/NICOLLET (LHN) PROJECT AREA FOR THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

These resolutions appear as Resolution No. 11530 and 11531.

B. Consideration of the adoption of resolutions pertaining to the annual 77th Street maintenance district assessment process and scheduling a public hearing for October 9, 2018. (S.R. No. 142)

RESOLUTION NO. 11532
RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR 77TH STREET MAINTENANCE FOR THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

RESOLUTION NO. 11533
RESOLUTION PROPOSING TO SPECIALLY ASSESS FOR THE COSTS OF CURRENT SERVICES PROVIDED WITHIN THE 77TH STREET PROJECT AREA FOR THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

These resolutions appear as Resolution No. 11532 and 11533.

C. Consideration of the adoption of a resolution declaring costs to be assessed for removal of diseased trees from private property for work ordered in 2017 and scheduling a public hearing for October 9, 2018. (S.R. No. 143)

RESOLUTION NO. 11534
RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR

REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR
THE PERIOD OF JANUARY 1, 2017 TO DECEMBER 31, 2017

This resolution appears as Resolution No. 11534.

D. Consideration of the adoption of a resolution declaring costs to be assessed for current services performed for weed elimination from private property and removal or elimination of public health or safety hazards from private property. (S.R. No. 144)

RESOLUTION NO. 11535
RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR
WEED ELIMINATION FROM PROVATE PROPERTY AND REMOVAL
OR ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM
PRIVATE PROPERTY

This resolution appears as Resolution No. 11535.

E. Consideration of the adoption of a resolution declaring costs to be assessed for unpaid false alarm user fees against private property. (S.R. No. 145)

RESOLUTION NO. 11536
RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR
UNPAID FALSE ALARM FEES FROM PROVATE PROPERTY

This resolution appears as Resolution No. 11536.

F. Consideration of the adoption of a resolution approving eligible deferral of special assessments against an owner occupied property. (S.R. No. 146)

RESOLUTION NO. 11537
RESOLUTION APPROVING ELIGIBLE DEFERRAL OF SPECIAL
ASSESSMENTS AGAINST OWNER OCCUPIED HOMESTEAD
PROPERTIES IN HARDSHIP CASES FOR QUALIFYING OWNERS

This resolution appears as Resolution No. 11537.

G. Consideration of the adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2019 for General Services, Management, Fire bargaining unit, Police bargaining unit, Sergeant bargaining unit, and Lieutenant bargaining unit. (S.R. No. 147)

RESOLUTION NO. 11538
RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARD
HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE
PREMIUM FOR GENERAL SERVICES, MANAGEMENT, FIRE, AND
POLICE EMPLOYEES

This resolution appears as Resolution No. 11538.

H. Consideration of the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield. (S.R. No. 148)

RESOLUTION NO. 11539
RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $91,246 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER AND FULLY EQUIPPED SQUAD DEDICATED TO DWI ENFORCEMENT

This resolution appears as Resolution No. 11539.

I. Consideration of the approval of the 2018-2019 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system. (S.R. No. 149)
J. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of food inspection services for Richfield for 2019. (S.R. No. 150)
K. Consideration of the approval of a request for the temporary expansion of the licensed premises for Davanni's, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 16, 2018, in conjunction with Richfield's Open Streets at Penn Fest event. (S.R. No. 151)
L. Consideration of the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of strong beer in their parking lot on Sunday, September 16, 2018, in conjunction with Richfield's Open Streets at Penn Fest event. (S.R. No. 152)
M. Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's Wine Tasting event to take place on Thursday, October 11, 2018, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South. (S.R. No. 153)
N. Consideration of the approval of the first reading of an ordinance rezoning properties between Taft Park and 65th Street, and 16th Avenue and Richfield Parkway as Planned Multi-Family Residential (PMR). (S.R. No. 154)
O. Consideration of the approval of an Amendment to the Agreement for Management Services with Wheel Fun Rentals, LLC to continue management services for Malt-T-Melt Mini-Golf. (S.R. No. 155)

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

Motion carried 4-0.

Item #7	**CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR**

None.

Item #8	**CONSIDERATION OF THE APPROVAL OF THE FIRST READING OF AN ORDINANCE ADOPTING A NEW CITY CODE SECTION 409 RELATING TO THE SALE OF AFFORDABLE RENTAL HOUSING AND ESTABLISHING NOTICE AND RELOCATION ASSISTANCE REQUIREMENTS FOR NEW OWNERS AND SCHEDULING A SECOND READING ON SEPTEMBER 25, 2018. (S.R. NO. 156)**

Council Member Howard presented Staff Report No. 156.

Community Development Director Stark stated staff and the City Council received feedback yesterday evening from Richfield's community housing team and many suggestions were technical or clarifying in nature and staff believes they can be incorporated into the final document. Some items were substantive in nature and would require policy direction from the Council.

Mayor Elliott asked about the process of substantive changes getting incorporated prior to the second reading.

City Attorney Tietjen stated staff can reach out to Council Members to provide feedback.

Council Member Howard thanked the renters and staff for making sure this proposal fit with Richfield.

Community Development Director Stark stated the biggest issue with this ordinance is finding out when properties are sold and staff is working with Hennepin County to create a process to address the issue.

Council Member Howard discussed our work and the work of other cities and continuing this work.

Council Member Regan Gonzalez discussed having regular conversations with residents on this topic and ensuring we are using every tool possible to assist our homeowners and renters. She stated this is one set of tools of a number the City is looking at.

Council Member Trautmann discussed the growth of wealth for homeowners based on increase in property values in Richfield and that renters do not see this growth. He commented this is a good step to assist renters.

M/Howard, S/Elliott to approve the first reading of an ordinance adopting a new City Code Section 409 relating to the sale of affordable rental housing and establishing notice and relocation assistance requirements for new owners and schedule a second reading on the ordinance for September 25, 2018.

Motion carried 4-0.

Item #9	**CONSIDERATION OF THE ADOPTION OF A RESOLUTION OPPOSING THE CONCEPT OF ALLOWING STRONG BEER, SPIRITS AND WINE TO BE SOLD, FOR OFF PREMISE CONSUMPTION, AT ANY OUTLET OTHER THAN THE MUNICIPAL LIQUOR STORES. (S.R. NO. 157)**

Council Member Trautmann presented Staff Report No. 157.

M/Trautmann, S/Elliott to adopt a resolution to oppose the concept of allowing strong beer, spirits and wine to be sold, for off premise consumption, at any outlets other than the municipal liquor stores.

RESOLUTION NO. 11540
RESOLUTION OPPOSING ALLOWING STRONG BEER, SPIRITS AND
WINE IN OTHER OUTLETS THAN THE MUNICIPAL LIQUOR STORE

Motion carried 4-0. This resolution appears as Resolution No. 11540.

Council Member Regan Gonzalez commented that in 2018 contributed $45,000 to park maintenance, $5,000 to Wood Lake Nature Center, $300,000 to the ice arena, and $100,000 to the park master plan. She stated this money helps ensure we have a thriving parks system.

Item #10	**CONSIDERATION OF THE APPOINTMENT OF YOUTH MEMBERS TO CITY ADVISORY BOARD/COMMISSIONS. (S.R. NO. 158)**

Council Member Regan Gonzalez presented Staff Report No. 158.

M/Regan Gonzalez, S/Trautmann to appoint persons to fill vacant youth terms on City advisory board/commissions, as follows:

- Advisory Board of Health – Ruth Kiflu
- Arts Commission – Deborah Cooper
- Community Services Commission – Ava Noack
- Community Services Commission – Andy Soto
- Human Rights Commission – Luz Luna Apodaca
- Human Rights Commission – Deandra Davis
- Transportation Commission – Jack Wold
- Transportation Commission – Francine Legba

Motion carried 4-0.

Item #11	**CONSIDERATION OF ADOPTION OF THE 2018 REVISED/2019 PROPOSED BUDGET RESOLUTIONS ADOPTING THE 2019 PRELIMINARY PROPERTY TAX LEVY, SETTING TRUTH IN TAXATION HEARING DATE, AUTHORIZING BUDGET REVISIONS, AND AUTHORIZING REVISION OF 2018 BUDGET OF VARIOUS DEPARTMENTS. (S.R. NO. 159)**

Council Member Regan Gonzalez presented Staff Report No. 159.

Finance Director Regis delivered a presentation that included the budget timeline, key budget issues for 2019, history of state aid, proposed 2019 gross levy, gross tax levy history, 2019 proposed budget, general fund revenues, and general fund expenditures.

City Manager Devich provided a brief explanation of the levy impact on an average home by explaining tax capacity, tax capacity rate, and a homeowners property taxes.

Council Member Regan Gonzalez asked staff to describe how the value of a home is determined.

City Manager Devich stated that the market value of a person's home is determined by the County Assessor, not the City. If residents have an issue with the increase in the value of their home they can talk to the County in the spring during the open book process.

Council Member Trautmann asked to elaborate on the fact that these are preliminary numbers.

City Manager Devich stated that these are estimates based on what information we have at this time. He also stated that the budget meeting from September 5 will be available online in the near future for residents to watch.

M/Regan Gonzalez, S/Elliott to adopt resolutions establishing the 2019 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, and authorizing revision of 2018 budget of various departments.

RESOLUTION NO. 11541
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2019

RESOLUTION NO. 11542
RESOLUTION AUTHORIZING BUDGET REVISIONS

RESOLUTION NO. 11543
RESOLUTION AUTHORIZING REVISION OF 2018 BUDGET OF
VARIOUS DEPARTMENTS

Motion carried 4-0. These resolutions appear as Resolution No. 11541, 11542, and 11543.

Item #12	**CITY MANAGER'S REPORT**

City Manager Devich stated he had nothing to report.

Item #13	**CLAIMS AND PAYROLLS**

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

U.S. Bank		**08/28/18**
A/P Checks: 270519 - 270897	$	2,007,220.49
Payroll: 138936 - 139311 ; 42807 - 42868		699,205.80
TOTAL	$	2,706,426.29

U.S. Bank		**09/11/18**
A/P Checks: 270898 - 271251	$	992,331.26
Payroll: 139312 - 139669		634,140.79
TOTAL	$	1,626,472.05

Motion carried 4-0.

OPEN FORUM

None.

Item #14	**CLOSED SESSION PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBD. 3(C)(2) TO DISCUSS PROTECTED NONPUBLIC APPRAISAL DATA**

	(CLASSIFIED PURSUANT TO MINNESOTA STATUTES, SECTION 13.44, SUBD. 3(A)) ON THE MOTEL 6 PROPERTY LOCATED AT 7636 CEDAR AVENUE SOUTH, RICHFIELD, MINNESOTA, AND A CLOSED SESSION PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBD. 3(B) FOR AN ATTORNEY-CLIENT PRIVILEGED DISCUSSION OF THE AMOUNT OF THE LAST WRITTEN OFFER TO BE MADE PURSUANT TO MINNESOTA STATUTES, SECTION 117.031.

Mayor Elliott moved the meeting to closed session at 8:20 p.m.

The City Council reconvened the meeting at 9:11 p.m.

Item #15	**CONSIDERATION OF THE ADOPTION OF A RESOLUTION APPROVING THE 77TH STREET IMPROVEMENTS FINAL LAYOUT DATED OCTOBER 2017 AND THE USE OF EMINENT DOMAIN TO ACQUIRE PRIVATE PROPERTY AS REQUIRED FOR THE CONSTRUCTION OF THE 77TH STREET/RICHFIELD PARKWAY PROJECT. (S.R. NO. 160)**

Mayor Elliott presented Staff Report No. 160.

M/Elliott, S/Regan Gonzalez to adopt a resolution approving the 77th Street Improvements Final Layout dated October 2017 and the use of eminent domain to acquire private property as required for the construction of the 77th Street/Richfield Parkway Project.

RESOLUTION NO. 11544
RESOLUTION APPROVING THE 77TH STREET IMPROVEMENTS
FINAL LAYOUT AND USE OF EMINENT DOMAIN TO ACQUIRE
PRIVATE PROPERTY AS REQUIRED FOR THE CONSTRUCTION OF
THE 77TH STREET/RICHFIELD PARKWAY PROJECT

Motion carried 4-0. This resolution appears as Resolution No. 11544.

Item #16	**ADJOURNMENT**

The meeting was adjourned by unanimous consent at 9:12 p.m.

Date Approved: September 25, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager

AGENDA SECTION: CONSENT CALENDAR
AGENDA ITEM # 4.A.

STAFF REPORT NO. 161
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY: Jay Henthorne, Director Of PublicSafety/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
9/18/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a contract renewal with Adesa Minneapolis for 2018-2019 for auctioning forfeited vehicles from Public Safety/Police.

EXECUTIVE SUMMARY:

Adesa is a company used by the Public Safety Department to store and auction-off seized vehicles. The City currently has a contract with Adesa and would like to renew the contract for the year 2018-2019.

RECOMMENDED ACTION:

By motion: Approve the renewal of the 2018-2019 auction service contract between the City of Richfield and Adesa Minneapolis, for the auctioning of forfeited vehicles from Public Safety/Police.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- Adesa's performance during the past year of the contract period was satisfactory. They auction forfeiture vehicles for many cities, including the City of Bloomington.
- Adesa Minneapolis has submitted the new contract for 2018-2019. No changes were made to the services they provide.

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

- Adesa Minneapolis notified the City that they wish to renew their contract with the City.
- The Public Safety Department wishes to renew the contract with Adesa Minneapolis. The contract has numerous conditions that must be met.
- Adesa Minneapolis is a reputable, established auction company that meets all contract requirements.

C. **CRITICAL TIMING ISSUES:**

- A 30-day written notice must be given by either party to terminate the contract.
- Public Safety must have a company to store and auction forfeited vehicles.
- Adequate space is not available in the City to store forfeited vehicles.

D. **FINANCIAL IMPACT:**

- There is no financial impact.

E. **LEGAL CONSIDERATION:**

- The City Attorney has reviewed and approved the past contract with Adesa Minneapolis and there are no contract changes under the new contract.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the contract; however, Public Safety would need to find other means to auction forfeited vehicles.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
🗋	Agreement	Contract/Agreement

AGREEMENT BETWEEN THE CITY OF RICHFIELD AND ADESA MINNEAPOLIS

THIS AGREEMENT is made and entered into this 23rd day of October, 2018 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as "ADESA").

WITNESSETH

WHEREAS, the City comes into possession of and is authorized to retain various motor vehicles which are identified as potentially being subject to forfeiture of other civil processes under the laws of the State of Minnesota as a result of their having been used in the connection with a criminal act (hereinafter referred to as "Forfeiture Vehicles") and upon successful completion of the forfeiture or civil process the City is authorized to dispose of said vehicles in accordance with Section 315 of the Richfield City Code; and

WHEREAS, ADESA represents that it has the professional expertise and knowledge to perform its duties as an automobile dealer, and is licensed by the State of Minnesota in that capacity; and

WHEREAS, THE City desires to hire ADESA to transport, store, repair, maintain and sell its Forfeiture Vehicles;

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall begin October 23, 2018 and shall continue until December 31, 2019, subject to termination as provided in Article IV.

II. DUTIES OF ADESA

A. Upon specific authorization from the City, ADESA agrees to drive or transport those vehicles identified by the City as one of its Forfeiture Vehicles to a secure location to be determined and managed by ADESA.

B. Upon receipt of a City Forfeiture Vehicle and except for fire, storm, flood, war, civil disturbance, riot, act of God, lightning, earthquake, or other similar casualty, which is not within the control of ADESA or any act/omission of City or its officers, employees or agents, ADESA accepts full responsibility for it and agrees to exercise due diligence in its care, maintenance and storage of said vehicle until the time that it is sold or released; so as to avoid waste and obtain a reasonable sale price at auction.

C. Upon specific authorization from the City, ADESA agrees to perform such minor repair work on the City's Forfeiture Vehicles so as to prepare them for auction and maximize the City's return at auction, but in no event shall such repair work exceed the cost of TWO HUNDRED AND NO/100 DOLLARS ($200.00) without prior, written authorization by the Richfield City Manager or his/her designee.

D. Upon specific authorization from the City, ADESA agrees to release the City's Forfeiture Vehicles prior to auction on such terms and conditions as the City may direct.

E. ADESA agrees to box and store personal property that is not affixed to, but located within, the City's Forfeiture Vehicles and upon specific authorization from the City to release such property on such terms and conditions as the City may direct.

F. Upon specific authorization from the City, ADESA agrees to promptly sell the City's Forfeiture Vehicles in a commercially reasonable manner by an open and competitive automobile dealer or salvage auction.

G. ADESA agrees to defend, indemnify and hold harmless the City, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from ADESA's (including its officials, agents or employees) performance of the duties required under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of ADESA.

H. During the term of this Agreement ADESA agrees to maintain general comprehensive liability insurance in the amount of $1,000,000 for any damage to property, theft, loss or other claims as a result of ADESA's negligence or malfeasance in performing this Agreement. In addition, ADESA agrees to maintain such motor vehicle liability insurance as required by state and federal laws.

I. ADESA shall be licensed and bonded in the State of Minnesota to perform its duties under this Agreement and shall provide a certificate of licensure, bonding and insurance to the City.

J. ADESA agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

K. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting ADESA's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. ADESA and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. ADESA represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of ADESA or other persons, while engaged in the performance of any work or services required by ADESA under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or person or personnel arising out of employment or alleged employment including, without limitation, clams of discrimination against ADESA, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and ADESA shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

L. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

M. ADESA agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs or activities. ADESA agrees to hold harmless and indemnify the City from, costs, including by not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the ADESA. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

N. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act., Chapter 13 of the Minnesota Statutes.

O. Any Forfeiture Vehicles which ADESA has been authorized and directed to sell but was unable to under the terms of this Agreement shall be returned to the City at a site designated by it as soon as reasonably practicable but in no event more than sixty (60) days from the occurrence of the event making sale under this Agreement impossible.

III. DUTIES OF THE CITY

A. The City shall consign specifically identified Forfeiture Vehicles to ADESA to sell to the highest bidder at public dealer or salvage auctions.

B. The City shall certify that it has good title and right to sell those of its Forfeiture Vehicles which it directs and specifically authorizes ADESA to sell at public dealer or salvage auctions and shall provide and deliver merchantable title to the purchaser upon notification from ADESA.

C. The City shall defend, indemnify and hold harmless the ADESA, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages losses or expenses, including attorney fees, arising out of or resulting from the City's performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of

property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of City.

Notwithstanding the above, City shall also fully defend, indemnify and hold ADESA harmless for and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon and resulting from alleged or actual damage caused by the forfeiture process or from inaccuracy of the odometer reading on any Forfeiture Vehicle prepared in connection with the sale at auction, unless such inaccuracy is caused by an employee, agent or officer of ADESA.

D. The City shall pay to ADESA and ADESA shall deduct from the sale proceeds of the Forfeiture Vehicle, the following amounts as and for its services properly authorized and provided pursuant to this Agreement:

1. Transportation of an operable Forfeiture Vehicle to or from the City of Richfield to ADESA's designated storage site: **$50.00.**

2. Tow of an inoperable Forfeiture Vehicle (tow or trailer) to or from the City of Richfield to ADESA's designated storage site: **Not to Exceed $100.00.**

3. Basic cleaning of a Forfeiture Vehicle: **$37.00.**

4. Complete detail of a Forfeiture Vehicle (vacuum and shampoo carpets, detail interior, etc.): **$85.00.**

5. Repair of a Forfeiture Vehicle: Shop Rates.

6. Sale by auction of a Forfeiture Vehicle: **$125.00.**

7. Release of a Forfeiture Vehicle prior to auction: **$50.00** redemption, fee plus any charges (i.e., transportation).

8. Storage fee if car is not sold within 90 days: **$3.00/day.**

9. Inventory fee for lease of personal property: **$25.00.**

IV. TERMINATION

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to either party. The City reserves the right to cancel this Agreement at any time in the event of default or violation by ADESA of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

V. MISCELLANEOUS

A. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.

B. This Agreement shall not be assignable except at the written consent of the City.

C. This Agreement represents the entire Agreement between ADESA and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

D. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

E. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "…all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary modify, their programs and activities so that discrimination based on handicap is eliminated."

F. The terms and conditions of this Agreement shall be binding on ADESA's successors and assigns and to the extent any assignee of ADESA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RICHFIELD

DATED:_____ BY:_____

Director of Public Safety

DATED:_____ BY:_____

ADESA MINNEAPOLIS

DATED:_____ BY:_____

Its _____

AGENDA SECTION: CONSENT CALENDAR
AGENDA ITEM # 4.B.

STAFF REPORT NO. 162
CITY COUNCIL MEETING
9/25/2018

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
9/18/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership training in 2019.

EXECUTIVE SUMMARY:

Hennepin County has presented an agreement on behalf of the Hennepin County Human Services and Public Health Department to furnish a Police Cadet and/or Community Service Officer (CSO) position for the City of Richfield and its Police Department, along with multicultural training for department personnel. The agreement is a continuation of the 2018 agreement and is for the period of January 1 to December 31, 2019. The funding from Hennepin County will not exceed $20,000 for 2019.

RECOMMENDED ACTION:

By motion: Approve an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership training in 2019.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- The Richfield Police Department has, in the past, hired a Police Cadet with the funding supplied by Hennepin County. The Department plans on hiring a Cadet and/or CSO this year, and will utilize the $15,000 funds budgeted in the contract for the salary expenses. The remaining $5,000 will be used to support the Joint Community Police Partnership (JCPP) program's meetings and trainings (Teen Academy, PMAC, Explorers) for the community.

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

- Hennepin County notified the City that they wished to renew the contract with the City of Richfield.
- The Public Safety/Police Department wishes to renew the contract with Hennepin County for the Joint Community Police Partnership program.

C. **CRITICAL TIMING ISSUES:**

- The agreement must be signed for the Joint Community Police Partnership program to continue and for funding to be received.

D. **FINANCIAL IMPACT:**

- The total cost of this agreement shall not exceed $20,000, to be paid by Hennepin County in accordance with the terms of the agreement.
- $5,000 is to be used for JCPP programs.
- $15,000 is to be used as salary expense for a Cadet and/or Community Service Officer.

E. **LEGAL CONSIDERATION:**

- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- The Council may choose to not approve the contract; however, without the funding the Police Department would then discontinue the JCPP program.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
🗋	Agreement	Contract/Agreement

Contract No: **PR00000511**

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Human Services and Public Health Department, and City of Richfield, 6700 Portland Avenue South, Richfield, Minnesota 55423 ("CONTRACTOR"), a Minnesota government entity.

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

CONTRACTOR shall furnish services to COUNTY commencing January 01, 2019, and expiring December 31, 2019, unless cancelled or terminated earlier in accordance with the provisions herein.

CONTRACTOR shall be paid upon completion of negotiated terms as agreed upon in Attachment A. The total cost of this Agreement shall not exceed Twenty Thousand Dollars ($20,000.00).

Except for the payments expressly set forth herein, costs and expenses for travel, airfare, lodging, per diem, parking, mileage, ground transportation, and all other costs or reimbursable expenses shall be paid by the CONTRACTOR and not reimbursed by the COUNTY.

2. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the following services: Implementation of the Joint Community Police Partnership (JCPP) Project. These services are more fully described in Attachment A. Payment for services is more fully described in Attachment B.

Where applicable, works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of COUNTY. CONTRACTOR assigns to COUNTY all right, title, interest and copyrights in and to the copyrightable material. CONTRACTOR shall also, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to obtain and register copyrights in those materials.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any

material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit invoices quarterly for services rendered on forms which may be furnished by COUNTY. Payment shall be made within thirty-five (35) days from receipt of the invoice.

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local or federal law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the

benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

Each party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Except for State agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of State agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.

8. INSURANCE

Each party warrants that it has a purchased insurance or self-insurance program.

9. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

10. DATA

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data,

data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

If CONTRACTOR has access to or possession/control of Data (as defined in the DEFAULT AND CANCELLATION/TERMINATION provisions below), CONTRACTOR shall safeguard and protect the Data in accordance with generally accepted industry standards, all laws, and all applicable COUNTY policies, rules and direction. To the extent of any inconsistency between accepted industry standards and COUNTY policies, rules and directions, CONTRACTOR shall notify COUNTY of the inconsistency and follow COUNTY direction. CONTRACTOR shall immediately notify COUNTY of any actual or suspected security breach or unauthorized access to Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

11. RECORDS - AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.

B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.

C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of

COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.

D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

13. MERGER, MODIFICATION AND SEVERABILITY

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

B. CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

C. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the

substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

D. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. DEFAULT AND CANCELLATION/TERMINATION

A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.

B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

(1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all Data so specified by COUNTY.

(2) COUNTY shall have full ownership and control of all such Data. If COUNTY permits CONTRACTOR to retain copies of the Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such Data.

(3) Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are

determined pursuant to applicable law. In addition, CONTRACTOR shall, upon COUNTY's request, certify destruction of any Data so specified by COUNTY.

C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.

D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.

G. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

16. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Human Services and Public Health department so as to accomplish the purposes of this Agreement, Monique Drier-Sutton, JCPP Supervisor, or successor ("Contract

Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.

C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

18. PAPER RECYCLING

COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

19. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

20. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

21. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and

mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

22. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

23. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the "JPA"); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA ("Cooperative Members"); (3) if agreed upon pursuant to a separate agreement between CONTRACTOR and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CONTRACTOR.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

Reviewed for COUNTY by:

ATTEST:

Board Resolution No:

By:

Document Assembled by:

Jennifer Miller
E-signed 2018-08-31 09:36AM CDT
Jennifer.Miller@hennepin.us
Hennepin County
Contract Services Analyst

CONTRACTOR—City of Richfield

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

By:

*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

ATTACHMENT A: Scope of Services

The Joint Community Police Partnership (JCPP) is a collaborative effort of the cities of St. Louis Park, Richfield, Hopkins, Bloomington, Brooklyn Park, Brooklyn Center, Crystal and Hennepin County. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement. The JCPP collaborates with law enforcement to assist in the recruitment, selection and training of police officers; as well as cadets, Community Service Officers (CSO), Reserves and Explorers.

As part of its collaboration with JCPP, CONTRACTOR will provide the following:

A. LAW ENFORCEMENT SELECTION AND TRAINING

1. SELECTION: CONTRACTOR shall conduct recruitment, interviewing, testing and selection of cadets, CSOs, Reserves, and/or Explorers with a goal of expanding representation of diverse communities in law enforcement. Candidates must pass police screening and background checks as necessary.

2. TRAINING: CONTRACTOR shall provide supervision, support, and training of selected cadets, CSOs, Reserves, and Explorers in its police department. Training and educational opportunities will be in conformance with police department rules and procedures. CONTRACTOR's police department will coordinate the training of the participants in conjunction with the JCPP. Participants will complete relevant law enforcement training under the direct supervision of police and academic representatives. Any transcripts, enrollment records, and performance reviews by supervising police officers will be provided upon request. Any cadets will train for up to twenty (20) hours per week and maintain acceptable academic performance in post-secondary law enforcement education.

B. POLICE COMMUNITY OUTREACH

CONTRACTOR's police department will participate in outreach activities including community dialogues, culturally specific community events, New American Academies, and Youth/Teen Academies.

ATTACHMENT B: Financial Information

CITY OF RICHFIELD
1/1/19 – 12/31/19

Budget Categories	Amount
1. Cadet/Community Service Officer Salary	$15,000
2. Additional Miscellaneous Training Dollars & Expenses	$5,000
TOTAL	**$20,000**

CONTRACTOR agrees to match this funding by an equal amount or as closely as possible to the amounts listed in the above-referenced budget.

AGENDA SECTION:	CONSENT CALENDAR
AGENDA ITEM #	4.C.

STAFF REPORT NO. 163
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY:	Melissa Poehlman, Asst. Community Development Director
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 9/18/2018
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Steven L. Devich, City Manager 9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a first reading of a Transitory Ordinance vacating 64th Street right-of-way between 16th Avenue and Richfield Parkway and schedule a public hearing and second reading for October 9, 2018.

EXECUTIVE SUMMARY:

In conjunction with site plan approvals related to the Cedar Point II development, NHH Properties, LLC (the "Developer") is requesting to vacate a portion of 64th Street between 16th Avenue and Richfield Parkway. The eastern half of this section of road was removed when Richfield Parkway was constructed, the western half is currently a dead end. The proposed multi-family project will remove any need for this roadway and all utilities within and above the right-of-way will be relocated as part of the project.

RECOMMENDED ACTION:

By motion: Approve a first reading of a Transitory Ordinance vacating 64th Street right-of-way between 16th Avenue and Richfield Parkway; and call for a public hearing and second reading to be held October 9, 2018.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- 64th Street currently provides access to a garage at 6401 16th Avenue. This property is owned by the Housing and Redevelopment Authority (HRA), currently vacant, and proposed to be sold to the Developer.

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

- The Council may by ordinance vacate a street, alley, public grounds, or a part thereof, on its own motion or upon the petition of the owners half of the land abutting the street, alley, public grounds, or part thereof to be vacated.
- On July 16, 2018, the HRA approved submittal of a petition requesting the vacation of 64th Street in the area of the proposed development.
- No vacation may be made unless it appears in the interest of the public to do so.
- The Developer will be responsible for the relocation of all utilities within and above the existing right-of-way. All new utilities must be underground.

C. **CRITICAL TIMING ISSUES:**

60-DAY RULE: The 60-day clock started when a complete application (including a legal description of the area to be vacated) was received on September 13, 2018. The Council must render a decision or extend this deadline (up to an additional 60 days) by November 12, 2018.

D. **FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- Notice of the public hearing shall be published in the Sun Current newspaper, as required.

ALTERNATIVE RECOMMENDATION(S):

- Deny a first reading, finding that the vacation would not be in the public interest.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representative(s) of NHH Properties, LLC

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Proposed Vacation Area	Exhibit

DRAFT

BILL NO.

TRANSITORY ORDINANCE NO. _____

AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY EASEMENTS (64TH STREET BETWEEN 16TH AVENUE AND RICHFIELD PARKWAY)

THE CITY OF RICHFIELD DOES ORDAIN:

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

That part of East 64th Street as dedicated on the plat of, IVERSON'S SECOND ADDITION, Hennepin County, Minnesota which lies easterly of the southerly extension of the westerly line of Block 1 said IVERSON'S SECOND ADDITION; and which lies westerly of the southerly extension of the easterly line of said Block 1.

Sec. 2: The City Council approved redevelopment plans for the properties surrounding the "Street Easement" on September 25, 2018.

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

Sec. 4: The following public facilities are located in the Street Easement: storm sewer.

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

Sec. 6: The Council finds that there is not a public need for the Street Easement.

Sec. 7. The City of Richfield held the first reading on September 25, 2018 and second reading on October 9, 2018. Legal notice was published in the City's official newspaper as required by ordinance.

Sec. 8: The Street Easement is vacated conditioned upon the dedication of drainage and utility easements in the plat.

Sec. 9: The vacation of the Street Easement is effective 30 days following publication of the ordinance.

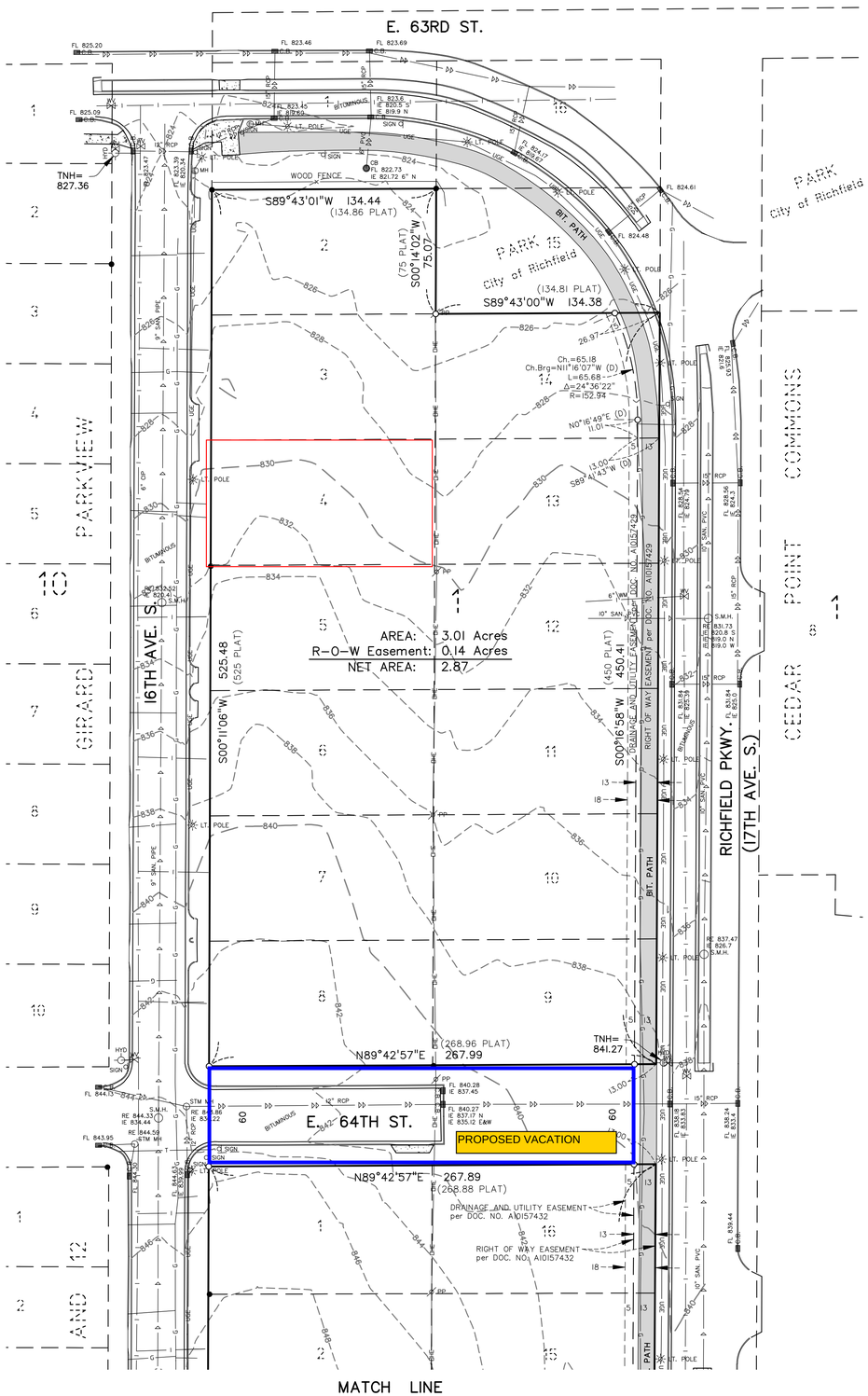
Sec. 10: The City Clerk is directed to prepare a certificate of completion of vacation proceedings and to record the vacation in the office of the Hennepin County Registrar of Titles or Hennepin County Recorder, as appropriate.

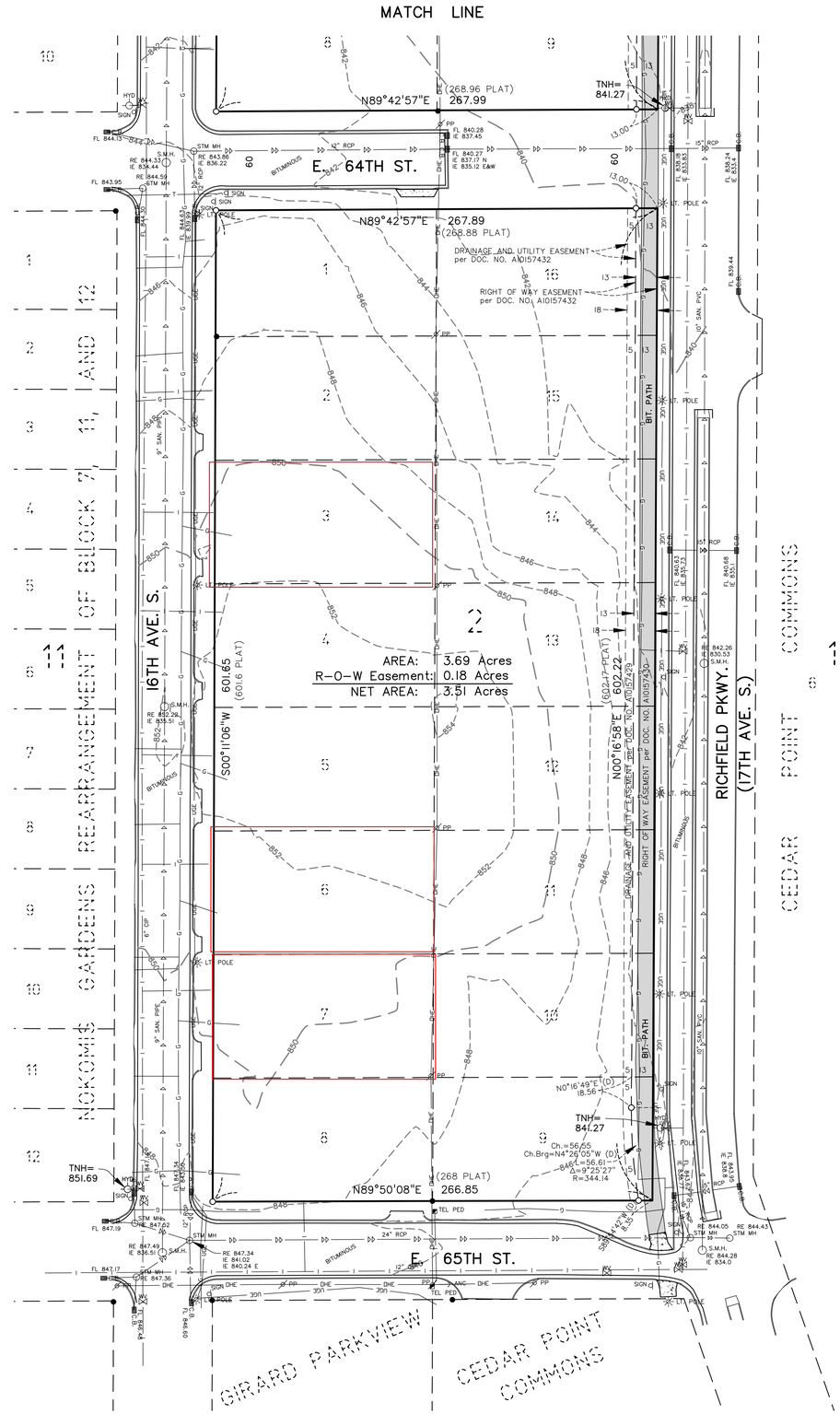
Passed by the City Council of the City of Richfield, Minnesota this _____, 2018.

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk





0 40 80 120

1 INCH = 40 FEET

○ Denotes a 1/2 Inch x 14 Inch Iron Pipe set with a Plastic Cap Stamped 13057

● Denotes an Iron Monument Found

LEGEND

- HYD — Denotes Existing Water Hydrant
- Denotes Existing Water Valve
- S.M.H. — Denotes Existing Sanitary Sewer Manhole
- S.D. MH — Denotes Existing Storm Sewer Manhole
- C.B. — Denotes Existing Catch Basin
- T MH — Denotes Existing Telephone Manhole
- TEL PED — Denotes Existing Telephone Pedestal
- PP — Denotes Existing Power Pole
- Denotes Existing Guy Wire
- SIGN — Denotes Existing Traffic Sign
- LT. POLE — Denotes Existing Light Pole
- Denotes Existing Watermain
- Denotes Existing Sanitary Sewer
- Denotes Existing Storm Sewer
- Denotes Existing Fence
- Denotes Existing Fiber Optic Line
- DHE — Denotes Existing Overhead Electric Line

BENCH MARK: 841.30 FT. (NAVD88)

Hennepin County Control Point Number 6608
Monument Type: Aluminum Rod & Disk
MNDOT Name: MOTH
NW Quad, State Hwy 62 & Cedar Ave.

REV NO.	DATE	DESCRIPTION

DATE: 12/03/2015
BOOK/PAGE: 265/75
DRAWN BY: DM
CHECKED BY: LPC
DWG: 9044-20-ALTA.dwg
TEXT: –
FILE NO: 9044.20-10

Oliver Surveying & Engineering, Inc.
Land Surveying · Civil Engineering · Land Planning
580 Dodge Ave. Elk River, Minnesota 55330
(763) 441-2072 - fax. (763) 441-5665
www.oliver-se.com

IVERSON'S SECOND ADDITION
RICHFIELD, MN
FOR
BOISCLAIR CORPORATION
ALTA/ACSM LAND TITLE SURVEY

SHEET NO. 1 OF 2

AGENDA SECTION: CONSENT CALENDAR
AGENDA ITEM # 4.D.

STAFF REPORT NO. 164
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY: Russ Lupkes, Utilities Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
9/18/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution certifying delinquent water, sanitary sewer, and storm water charges to the Hennepin County Auditor to be included in the property owner's annual property tax bill.

EXECUTIVE SUMMARY:

Minnesota State Statute 444.075 and Chapter VII of the Richfield Code of Ordinances provides that delinquent water, sanitary sewer, and storm water charges may be certified to the County Auditor to be included in a property owner's annual property tax bill. The City Code also authorizes a certification fee to be charged against each delinquent account. By certifying the delinquent charges to the property taxes, the City is assured of collection of the charges. The pending delinquent 2018 utility charges total $462,137.82 for 904 accounts.

RECOMMENDED ACTION:

By motion: Adopt a resolution certifying delinquent water, sanitary sewer, and storm water charges to the Hennepin County Auditor to be included in the property owner's annual property tax bill.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- Below is a history of certified amounts since 2011:
  - 2011 - Certification totaled $298,977.55 for 591 properties.
  - 2012 - Certification totaled $312,060.07 for 572 properties.
  - 2013 - Certification totaled $295,213.77 for 561 properties.
  - 2014 - Certification totaled $306,712.27 for 544 properties.
  - 2015 - Certification totaled $355,454.74 for 570 properties.
  - 2016 - Certification totaled $282,839.33 for 541 properties.
  - 2017 - Certification totaled $352,654.03 for 565 properties.
  - 2018 - Certification currently totals $462,137.82 for 904 properties.
- Staff expects that, as in years past, many of the now delinquent accounts will be paid before certification.
- Throughout the year, the Utilities Division bills and collects charges for water, sanitary sewer, and storm water from accounts within the City. Accounts are billed quarterly.

- A penalty of 8% is applied to unpaid balances quarterly.
- The delinquent accounts must be certified to the County Auditor in order for the City to collect the charges through the property tax process.
- A $50 certification fee is added to each certified account.
- The certified amount is spread over a period of one year at the rate of 8% per annum.

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

- Minnesota State Statute 444.075 and Chapter VII of the Richfield Code of Ordinances provide that unpaid water, sanitary sewer, and storm water charges may be certified to the county auditor to be included in a property owner's annual property tax bill.
- A First Notice of Certification to Property Taxes (attached) was mailed on August 13, 2018 to Richfield property owners with delinquent accounts.
- A final second notice will be mailed on September 26, 2018 to Richfield property owners with delinquent accounts.

C. **CRITICAL TIMING ISSUES:**

- To prepay the delinquent amount and avoid certification, the entire past due amount must be paid by October 31, 2018, as stated in the attached First Notice of Certification to Property Taxes and forthcoming final second notice.

D. **FINANCIAL IMPACT:**

- The pending delinquent 2018 utility charges are $462,137.82, compared to $453,698.36 at the same time last year.
- In 2017, the City ultimately certified $352,654.03, because some property owners paid their delinquent bills prior to the October 31 deadline.

E. **LEGAL CONSIDERATION:**

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

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
	Resolution	Resolution Letter
	First Notice of Certification to Property Taxes	Backup Material
	Certification Legal Notice	Backup Material

RESOLUTION NO. _____

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

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

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

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

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

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

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

1. There is hereby determined to be a total uncollected amount for water, sanitary sewer, and storm water service of $462,137.82.

2. That a $50 certification charge shall be levied against each delinquent account, such charges totaling $45,200.00.

3. That the above-described certification list be spread over a period of one year at the rate of 8% per annum.

4. That such amount be hereby certified to the County Auditor for collection with other taxes on said properties.

5. That a copy of the resolution shall be sent to the Hennepin County Auditor.

Adopted by the City Council of the City of Richfield, Minnesota, this 25th day of September, 2018.

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

August 13, 2018

City of Richfield
Utilities Division

Property Owner Address Line 1
Property Owner Address Line 2
Property Owner Address Line 3
Property Owner Address Line 4
Property Owner Address Line 5
Property Owner Address Line 6

Property ID:	Tax Roll Numeric
Account #:	Account Number
Customer #:	Customer Number
Tenant/Owner:	Customer Name
Service Addr:	Service Address
Past Due Amt:	Current WO Balance

Subject: ****FIRST NOTICE OF CERTIFICATION TO 2017 PROPERTY TAXES****

Dear Richfield Utility Customer:

Pursuant to Minnesota State Statutes, the City of Richfield certifies all delinquent (water, wastewater, storm water) charges to the Hennepin County annual property tax roll.

Your unpaid water utility balance is scheduled to be certified to your 2019 Hennepin County property taxes. To prepay these delinquent charges and to avoid certification, please pay the entire past due amount by **October 31, 2018.** Failure to pay the entire past due amount will result in an additional 8% interest charge and a $50.00 service fee when applied to your 2019 property taxes.

If you have recently paid your past due water bill, thank you and please disregard this notice.

Contact the Utility Billing Division at 612-861-9164 or 612-861-9165 if you have any questions regarding your past-due amount or processing procedures.

Información Importante: ***Si usted no entiende el contenido de esta carta, alguien tendrá que traducirla para usted. ¡Gracias!***

✂ ***Please return this portion with your payment.***

Payment must be received by October 31, 2018 to avoid certification to your 2019 property taxes.
Mail payment to: ***City of Richfield, Utility Payments, 6700 Portland Ave S, Richfield, MN 55423***

Account Number:	Account Number	Past Due Amount:	Current WO Balance
Customer Number:	Customer Number	Tenant/Owner:	Customer Number
Property ID:	Tax Roll Numeric	Service Address:	Service Address

Property Owner:
(if different from above)

Date: _____ Amount Paid:_____

CITY OF RICHFIELD

NOTICE

DELINQUENT UTILITY BILLS TO BE CERTIFIED TO PROPERTY TAXES

Minnesota Statute 444.075 and Chapter VII of the Richfield Code of Ordinances provides that unpaid water and sewer charges may be certified to the County Auditor to be included in a property owner's annual property tax bill. The City Code also authorizes a $50.00 certification fee to be charged against each delinquent account. By certifying the delinquent charges to the property taxes for the delinquent properties, the City is assured of ultimately collecting the delinquent charges.

For 2018, there are presently 1009 utility accounts that remain unpaid and are to be certified at the September 25, 2018 City Council meeting. The total to be certified to the 2019 property tax roll, including the certification fee, is $518,158.35. For more information contact Kristin Asher at (612) 861-9795 or email kasher@richfieldmn.gov.

Publish September 6, 2018
(Legal section)

AGENDA SECTION: CONSENT CALENDAR
AGENDA ITEM # 4.E.

STAFF REPORT NO. 165
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY: William Fillmore, Liquor Operations Director

DEPARTMENT DIRECTOR REVIEW: William Fillmore, Liquor Operations Director
9/20/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of rejecting all bids for roof replacement, mechanical cooling units and related electrical work for the municipal liquor store at 7700 Lyndale S.

EXECUTIVE SUMMARY:

City staff is recommending that Council reject all bids for the roof replacement, mechanical cooling units and related electrical work at the municipal liquor store at 7700 Lyndale Avenue S.

As part of the on-going infrastructure review, city maintenance staff and WOLD Architectural evaluations indicated that the roof and roof-top mechanical cooling units at the municipal liquor store at 7700 Lyndale Avenue S were in need of replacement. The advertisement for bids for roof replacement, roof cooling units and related electrical work was published on September 6 and 13, 2018. Three contractors submitted bids that were publicly opened on September 18, 2018.

Prior to going out for bids, it was estimated that the cost of these repairs would range from $250,000 to $275,000. The apparent low bid for this contract came in at $314,00, or $39,000 over what staff had estimated the work would cost. With other repairs needed at the Lyndale Store, such as the immediate replacement need for the camera security system, there are not enough funds available to perform the contract now with the inclusion of the additional $39,000 or so above our estimates. Therefore, we are asking approval to reject all bids and reevaluate what work might need to be done in 2018 and what might be postponed into 2019.

RECOMMENDED ACTION:

By motion: Reject all bids submitted for the roof replacement, mechanical cooling units replacement and related electrical work at the municipal liquor store at 7700 Lyndale Avenue S.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- The city maintenance staff and WOLD Architectural evaluated the roof and mechanicals and indicated that based upon the age of the roof and equipment, both were in need of replacment.
- The municipal liquor store at 7700 Lyndale is 21 years old and has had some roof and mechanical

failures recently.

- Local contractors that have done work for city in the past evaluated the project cost at $275,000.
- An advertisement inviting bidders for the project was published on September 6th and 13th, 2018.
- Three contractors submitted bids for the advertised invitation to bid and were publicly opened on September 18,2018.
- All three bids were higher that initial cost estimate. (See attached bid form).

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

- The City has the authority to reject all bids.

C. **CRITICAL TIMING ISSUES:**

- Formal rejection of the bids should occur in a timely manner in order for the contractors to plan their seasonal workload.
- The mechanical cooling units are the most critical component in the project and could be replaced prior to unseasonable weather and roof replacement could be postponed and planned for 2019 or beyond.

D. **FINANCIAL IMPACT:**

- Cost associated with rejecting the bids and re-bidding the project will be minimal.
- Funds for Capital Improvements are limited at this time and there are several other improvement projects currently in progress at the 7700 Lyndale liquor location.

E. **LEGAL CONSIDERATION:**

- The City Attorney has been consulted regarding this situation and is available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- N/A

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

	Description	Type
🗋	Bid Tabulation	Backup Material

CITY OF RICHFIELD, MINNESOTA

Bid Opening
September 18, 2018
2:00 p.m.

Richfield 77th & Lyndale Liquor – 2018 work
Bid No. 18-08

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 Richfield 77th & Lyndale Liquor – 2018 work as advertised in the official newspaper on September 6th, 2018.

Present: Elizabeth VanHoose, City Clerk
Dave Conrads, Government Buildings
Bill Fillmore, Liquor Operations Director
Jared Voto, City Manager Representative
Mike Klass, Architect

The following bids were submitted and read aloud:

Bidder's Name	Addendum 1, 2	Bid Security	Responsible Bidder	Total Base Bid
Derau Contrustruction Burnsville, MN	Provided	Provided	Provided	$325,400.00
Ebert Construction Corcoran, MN	Provided	Provided		$314,000.00
Dering Pierson Group LLC Rogers, MN	Provided	Provided		$344,700.00

The City Clerk announced that the bids would be tabulated and considered at the September 25, 2018 City Council Meeting.

_____
Elizabeth VanHoose, City Clerk

AGENDA SECTION: PUBLIC HEARINGS
AGENDA ITEM # 6.

STAFF REPORT NO. 166
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
9/18/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of the adoption of a resolution revoking a conditional use permit for Lakes Buffet restaurant at 6601 Nicollet Avenue.

EXECUTIVE SUMMARY:

In May 2017, the Council approved a conditional use permit and variances for a buffet restaurant at 6601 Nicollet Avenue. Per the conditions of that approval, Lakes Buffet was considered as a 'preexisting restaurant site', as Old Country Buffet had operated in that space for many years prior to closing in 2016. City ordinances regarding commercial kitchen odor control state that for preexisting restaurant sites abutting residential property, "[when] augmenting cooking equipment and/or intensifying odor emissions, shall provide plans for a professionally-designed odor control remedy and a statement by a structural engineer that the building design could accommodate the planned odor control and associated screening in the future. Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed."

Timeline:

Shortly after Lakes Buffet opened in December 2017, the City began to receive complaints from the surrounding neighborhood regarding nuisance cooking odors. After several unique complaints were received, on April 26, 2018 City staff notified Lakes Buffet of the requirement to install odor control equipment within 90 days. A second notice was sent on June 13, reminding Lakes Buffet of the July 26 deadline to complete installation. Shortly after the deadline had passed, a Mechanical Permit application was submitted to the Inspections Division on August 3. Since a permit had been issued, City staff granted a 30 day extension, with a new deadline of August 26 to complete the work. That deadline has now passed, and the City has received no further communication from Lakes Buffet management as to when installation is expected to occur. The City has continued to receive complaints of nuisance cooking odors. In the absence of progress and due to the lack of communication from Lakes Buffet management, the Community Development Director has decided to refer the matter to the City Council, rather than issue any further deadline extensions. On September 7, staff sent a notice stating that noncompliance with City ordinances would result in revocation of the conditional use permit which allows the restaurant to operate, and informed Lakes Buffet of the public hearing date.

Zoning Code procedures for revoking a conditional use permit:

- If a conditional use permit is revoked, all uses and activities which are permitted only by such conditional use permit shall immediately cease. In addition, all other licenses and permits issued by the City which require, as a condition of their issuance, the existence of the conditional use permit, shall be subject to termination in the manner set forth in the City Code or other applicable law.
- The Council may, in lieu of revocation, permit the conditional use permit to continue subject to such further or additional terms and conditions as in its judgment are necessary to insure compliance. The Council's written findings and determination shall be mailed to the persons who were mailed the Director's notice of violation.

At this time, staff recommends adoption of a resolution revoking the conditional use permit, effective on October 26, 2018. Delaying revocation by 30 days allows Lakes Buffet one final extension to install an odor control system. If installation is completed and inspected by the City by October 25, the conditional use permit will not be revoked. If Lakes Buffet is able to provide confirmation at the hearing that the odor control equipment has been ordered, but installation is scheduled to take place after October 25, the Council may wish to amend the effective date stated in the resolution.

If installation is not completed before October 26, the restaurant will be forced to close immediately. Reopening a restaurant at this property would require approval of a new conditional use permit - a process which typically takes 8-10 weeks to get approvals from the Planning Commission and City Council.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion: Adopt a resolution revoking the conditional use permit for a restaurant at 6601 Nicollet Avenue. Revocation would be effective on October 26, 2018 if the terms of the resolution are not met.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- Prior to opening for business in December 2017, Lakes Buffet submitted applications for a conditional use permit to operate a restaurant, and for a variance from the City's Commercial Kitchen Odor Control ordinance.
- Because the former Old Country Buffet space at 6601 Nicollet Avenue had been vacant for more than one year, City ordinances considered Lakes Buffet as a 'new restaurant site', rather than a 'preexisting restaurant site'.
- The City Council granted a variance which allowed Lakes Buffet to be considered as a 'preexisting restaurant site' under City Code Section 544.27 - Commercial Kitchen Odor Control.
- While new restaurant sites abutting residential property are required to install odor control equipment, preexisting restaurant sites are instead required to provide plans for a professionally-designed odor control remedy. Section 544.27 further states that "subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed."
- Staff recommended approval of Lakes Buffet's variance request to be considered 'preexisting', based on the history of Old Country Buffet having operated in that location for decades without complaints of cooking odors.
- Lakes Buffet management was fully aware of the requirement to provide plans for a future odor control system, which they did provide along with the plans that were submitted to the Inspections Division for Building Permit approval.

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

- The following City Code sections are included as attachments to this report:
  - Commercial Kitchen Odor Control - Section 544.27
  - Revocation of conditional use permit - Section 547.09

C. **CRITICAL TIMING ISSUES:**

- None

D. **FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- Notice of this hearing was mailed to properties within 350 feet of the subject property and published in the Sun Current Newspaper.

ALTERNATIVE RECOMMENDATION(S):

- Council may continue consideration of a resolution revoking the conditional use permit to the October 9, 2018, City Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Mid-America Group representative (property management) Lakes Buffet representative

ATTACHMENTS:

	Description	Type
	Resolution	Resolution Letter
	City Code Sections 544.27 and 547.09	Backup Material
	2017 CUP approval Resolution 11361	Backup Material
	Mailed correspondence to Lakes Buffet	Backup Material

RESOLUTION NO.

RESOLUTION REVOKING A CONDITIONAL USE PERMIT FOR A RESTAURANT AT 6601 NICOLLET AVENUE S

WHEREAS, on May 9, 2017 the City Council approved Resolution No. 11361, granting a conditional use permit and variances to allow the operation of a traditional / cafeteria (class II) restaurant at property commonly known as 6601 Nicollet Avenue S, legally described as:

> Lots 10, 11, and 12 except road, GOODSPEED'S FIRST PLAT, Hennepin County, Minnesota

WHEREAS, Resolution No. 11361 stated that the City will "regulate this [restaurant] use as a preexisting restaurant site as described in Subsection 544.27, Subdivision 1, Part (c). The applicant shall provide plans for a professionally designed odor control remedy and a statement by a structural engineer that the building design could accommodate the planned odor control and associated screening in the future. Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed"; and

WHEREAS, in the months of February – April 2018, the City received a series of complaints regarding cooking odors impacting the surrounding neighborhood; and

WHEREAS, on April 26, 2018, City staff notified restaurant management of the requirement to install odor control equipment within 90 days, with a deadline of July 26, 2018; and

WHEREAS, on August 3, 2018, a Mechanical Permit application was submitted to the Inspections Division and City staff granted a 30-day extension, with a new deadline of August 26, 2018 to complete installation of odor control equipment; and

WHEREAS, the original 90-day deadline and 30-day extension deadline have now passed, and the City has received no further communication from Lakes Buffet management as to when installation is expected to occur. The City has continued to receive complaints of cooking odors impacting the surrounding neighborhood. On September 7, 2018, City staff sent a notice stating that noncompliance with City Ordinances would result in revocation of the conditional use permit which allows the restaurant to operate, and informed Lakes Buffet of the public hearing date; and

WHEREAS, the City Council held a public hearing on September 25, 2018 to hear testimony and consider revocation of the conditional use permit for a buffet restaurant at 6601 Nicollet Avenue S; and

WHEREAS, the City has fully considered the revocation of the conditional use permit.

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

1. Effective on Friday, October 26, 2018, the conditional use permit is revoked for a class II restaurant on the Subject Property legally described above, for

failure to install odor control equipment as described in City Council Staff Report No. _____.

2. Should odor control equipment be installed per approved plans and pass inspection by the Inspections Division prior to October 26, 2018, the conditional use permit shall not be revoked.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of September, 2018.

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

544.27. - Environmental Effects.

No activity or operation shall be established or maintained that by reason of its nature or manner of operation will cause the emission of noise, odor, toxic or noxious fumes, smoke, dust or particulate matter in such concentrations as to be detrimental to or endanger the public health, welfare, comfort or safety, or cause injury to property or business.

Subd. 1. Commercial kitchen odor control. All properties that contain cooking apparatus which necessitates the installation of a Type 1 Ventilation Hood (as required by State Building Code) and which abut (or are located within 150 feet even if not abutting) existing and/or future residential property shall mitigate or otherwise address the impact of odors as follows:

a) Adjacent to existing residential. New restaurant sites abutting or adjacent to existing residential properties shall install professionally-designed odor control remedies;

b) Adjacent to future residential. New restaurant sites abutting or adjacent to future residential development (either as a result of the Comprehensive Plan or an approved development plan) shall provide plans for a professionally-designed odor control remedy and a statement by a structural engineer that the building design could accommodate the planned odor control and associated screening in the future. Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed.

c) Pre-existing restaurant sites. Pre-existing restaurant sites abutting or adjacent to either existing or future residential development, which are augmenting cooking equipment and/or intensifying odor emissions, shall follow the requirements of clause b above.

d) Administrative exemptions. The Community Development Director shall have the authority to exempt uses from meeting the requirements of this Subdivision with a written finding that the proposed commercial kitchen is for an institutional (or similar) use that will have limited hours of operation and/or minimal usage.

(Amended, Bill No. 2015-2)

547.09. - Conditional use permits.

Subd. 13. Revocation of CUP. The Council may review conditional use permits periodically and may revoke a permit upon violation of any condition of the permit.

The procedure for revocation set out in Subd. 14 of this Subsection shall be followed. If it is discovered after approval of the conditional use permit that the City's decision was based at least in part on fraudulent information, the Council may revoke the permit, modify the conditions, or impose additional conditions.

Subd. 14. Procedure for revocation. The procedure for revocation of a conditional use permit shall be as follows:

a) Complaint. The Director shall review any complaints received by the City or any other party involving property which is subject to a conditional use permit, and shall determine whether, in the Director's judgment a violation of the terms or conditions of any conditional use permit appears to have occurred.

b) Notice of apparent violation. If the Director determines that an apparent violation of such terms and conditions exists, the Director shall cause a notice of violation to be mailed to the owner of the property or owner's agent and to any other person known to the City to be conducting the use for which the conditional use permit was granted. The notice shall:

i. Be in writing;
ii. State the violation or violations found to apparently exist and state the remedial actions which must be taken to achieve compliance with the terms and conditions of the conditional use permit;
iii. Provide a reasonable time, but not less than ten (10) days, for the recipient to remedy the violation or violations stated in the notice; and; and
iv. Inform the recipient that if the stated violations are not remedied within the stated time period, the Director will request the Council to consider revocation of the conditional use permit.

c) Failure to comply. When notice has been given in accordance with "clause b" above and the recipient has failed to correct the violations stated in the notice within the time allowed, the Director shall refer the matter to the Council with a recommendation that a hearing be held to consider the revocation of the conditional use permit. A copy of the Director's recommendation shall be mailed to the same persons who previously were mailed the notice of violation.

d) Scheduling of hearing. A hearing shall be scheduled before the Council to consider revocation of the conditional use permit. The date of the hearing shall be as soon as is reasonably convenient.

e) Notice of hearing. Upon the scheduling of the hearing, the Director shall furnish mailed notice of such to the same persons who were mailed notice of the violation. The notice shall:

i. State the time, date and location of the hearing;

ii. Describe all violations, which will form the basis of the Director's recommendation to the Council;
iii. Describe the recommendation which the Director intends to make to the Council with respect to revocation; and
iv. Inform the recipient of its opportunity to be present at the hearing, to be represented by legal counsel during the hearing, and to present testimony and evidence.

f) Public notice. The Director shall also provide a mailed notice containing the information described in subclauses i, ii, and iii of "clause e" above to all other persons who would have been entitled to notice had the hearing been to consider the granting of the conditional use permit.

g) Determination. At the conclusion of the hearing, or as soon thereafter as is reasonably possible, the Council shall render its written decision. The decision shall state the terms and conditions of the conditional use permit found to have been violated; and shall state the determination of the Council with regard to revocation of the conditional use permit. The Council may, in lieu of revocation, permit the conditional use permit to continue subject to such further or additional terms and conditions as in its judgment are necessary to insure compliance with the conditional use permit. The Council's written findings and determination shall be mailed to the persons who were mailed the Director's notice of violation. If a conditional use permit is revoked, all uses and activities which are permitted only by such conditional use permit shall immediately cease. In addition, all other licenses and permits issued by the City which require, as a condition of their issuance, the existence of the conditional use permit, shall be subject to termination in the manner set forth in the City Code or other applicable law.

Subd. 15. Other remedies for violation of CUP. In addition to the procedure set forth in Subd. 13 above, the City may exercise, with or separately from such procedure, all and any other remedies and actions available to the City including, but not limited to those contained in Sections 115 and 320 of the City Code.

RESOLUTION NO. 11361

RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT AND VARIANCES FOR A RESTAURANT AT 6601 NICOLLET AVENUE

WHEREAS, an application has been filed with the City of Richfield which requests approval of a conditional use permit amendment and variances to allow a Class II (traditional/cafeteria) restaurant at property commonly known as 6601 Nicollet Avenue and legally described as follows:

Lots 10, 11, and 12 except road, GOODSPEED'S FIRST PLAT, Hennepin County, Minnesota

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested conditional use permit and variances at its April 24, 2017 meeting; and

WHEREAS, notice of the public hearing was published in the Sun-Current and mailed to properties within 350 feet of the subject property on April 13, 2017; and

WHEREAS, the requested conditional use permit meets the requirements necessary for issuing a conditional use permit as specified in Richfield's Zoning Code, Subsection 547.09 and as detailed in City Council Staff Report No. 74; and

WHEREAS, the Zoning Code states that new restaurant sites abutting or adjacent to existing residential properties shall install professionally-designed odor control remedies, Subsection 544.27, Subd. 1; and

WHEREAS, the Zoning Code states that off-street parking for shopping centers shall be provided at a ratio of 3.5 spaces per 1,000 square feet of gross floor area and that restaurants in shopping centers shall be calculated separately, at a ratio of 10 spaces per 1,000 square feet of gross floor area, Subsection 544.13, Subd. 6; and

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

WHEREAS, based on the findings below, the Richfield City Council approves the requested variances from Richfield Zoning Code Subsections 544.27, Subd. 1; and 544.13, Subd. 6; and

WHEREAS, the City has fully considered the request for approval of the conditional use permit;

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

1. The City Council makes the following general findings:

   a. The Property is zoned General Business (C-2).
   b. The Zoning Code states that new restaurant sites abutting or adjacent to existing residential properties shall install professionally-designed odor control remedies. A variance from Subsection 544.27, Subd. 1 is necessary.
   c. The Zoning Code states that off-street parking for shopping centers shall be provided at a ratio of 3.5 spaces per 1,000 square feet of gross floor area and that restaurants in shopping centers shall be calculated separately, at a ratio of 10 spaces per 1,000 square feet of gross floor area. A variance from Subsection 544.13, Subd. 6 is necessary.

2. With respect to the application for variances from the above-listed requirements, the City Council makes the following findings:

   a. Strict enforcement of Richfield Zoning Code Subsection 544.27, Subd. 1 would cause a practical difficulty by requiring costly odor control equipment at a site that has been a similar restaurant use for several decades and discontinued only recently. The Code establishes requirements for odor control equipment for commercial kitchens that abut residential property and differentiates between new and pre-existing restaurant sites. Because this space has been vacant for more than one year, all prior approvals for a restaurant have expired, and the Code views this as a "new" restaurant site rather than "pre-existing." New restaurant sites must install odor control equipment, whereas pre-existing sites are required to provide plans for a professionally-designed odor control remedy. The applicant is requesting a variance to be considered a pre-existing site rather than a new restaurant site. Strict enforcement of Richfield Zoning Code Subsection 544.13, Subd. 6 would cause a practical difficulty. The site as it exists today is in compliance with minimum parking requirements. However, in 2018 Hennepin County will construct a roundabout at the intersection of 66th Street and Nicollet Avenue, requiring the acquisition of right-of-way from this property. This loss of property and subsequent reconfiguring of the parking lot will result in a loss of approximately 13 parking spaces. Depending on the final configuration of the parking lot, this will leave the property anywhere from one to six spaces short of the minimum number required.
   b. The intent of the odor control regulation is to protect neighbors from possible nuisance created by cooking odors. The restaurant use having been discontinued for more than one year is a unique circumstance not created by the applicant. Had this restaurant user come in three months sooner, they would have been considered a pre-existing site and odor control would not be required. The pending loss of parking spaces is a unique circumstance, not created by the applicant.
   c. Granting the requested variances will not alter the character of the neighborhood. The applicant will be required to comply with the odor control ordinance for pre-existing restaurant sites abutting residential property. Subsequent complaints of odor impacts may result in requiring that the planned odor control device be installed. With regards to parking, adverse impacts are not anticipated. On-street parking is allowed on 1st Avenue, in the event there is a parking shortage. However, given the existing mix of tenants in the shopping center, staff does not anticipate that any shortages will occur. Furthermore, the intersection of 66th Street and Nicollet

Avenue has the highest level of public transit service available in the City, providing a viable alternative to driving alone.

d. The variances requested are the minimum necessary to alleviate the practical difficulties.
e. The proposed variances do not conflict with the purpose or intent of the Ordinance or Comprehensive Plan.

3. Based on the above findings, a variance is hereby approved to regulate this use as a pre-existing restaurant site, as described in Subsection 544.27, Subivision 1, Part (c). The applicant shall provide plans for a professionally-designed odor control remedy and a statement by a structural engineer that the building design could accommodate the planned odor control and associated screening in the future. Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed.

4. Based on the above findings, a variance is hereby approved to reduce the off-street parking requirement for the Subject Property to not less than 100 stalls.

5. A conditional use permit is issued to allow a Class II (traditional/cafeteria) restaurant, as described in City Council Letter No. 74, on the Subject Property legally described above.

6. This conditional use permit is subject to the following conditions in addition to those specified in Section 547.09 of the City's Zoning Ordinance:

- That the recipient of this conditional use permit record this Resolution with the County, pursuant to Minnesota Statutes Section 462.36, Subd. 1 and the City's Zoning Ordinance Section 547.09, Subd. 8. A recorded copy of the approved resolution must be submitted to the City prior to the issuance of an occupancy permit.
- A revised, complete site plan meeting all City requirements is required to be submitted for approval by City staff within one year of this approval. The parking lot must be re-striped in accordance with said plan, including a pedestrian connection substantially in compliance with Subsection 544.15. Bicycle parking for a minimum of 6 bikes (3 hoops/posts) is required near the main entrance.
- The existing dumpster enclosure for the restaurant must be repaired to comply with Subsection 544.05 and screening must be provided for the non-compliant dumpsters on the south side of the building. All rooftop or ground mechanical equipment must be screened, per Subsection 544.05.
- Separate sign permits are required.
- The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated April 3, 2017, and compliance with all other City and State regulations.
- Prior to the issuance of an occupancy permit the applicant must submit a surety equal to 125% of the value of any improvements and/or requirements not yet complete. This surety shall be provided in the manner specified by the Zoning Code.

7. The conditional use permit and variances shall expire one year after issuance unless 1) the use for which the permit was granted has commenced; or 2) Building permits have been issued and substantial work performed; or 3) Upon written request of the

applicant, the Council extends the expiration date for an additional period not to exceed one year. Expiration is governed by the City Zoning Ordinance, Section 547.09, Subdivision 9.

8. This conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the City's Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of May 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Community Development Department
Planning & Zoning

MAYOR
PAT ELLIOTT

CITY COUNCIL
EDWINA GARCIA
MICHAEL HOWARD
MARIA REGAN GONZALEZ
SIMON TRAUTMANN

CITY MANAGER
STEVEN DEVICH

September 7, 2018

Lakes Buffet
9 66th Street East
Richfield, MN 55423

NOTICE OF ODOR CONTROL REQUIREMENT VIOLATION

Subject: Odor Control requirement at Lakes Buffet, 9 66th Street East, Richfield MN

Lakes Buffet owner and/or management:

As you know, Lakes Buffet was granted a variance allowing the restaurant to open without installing odor control equipment. Lakes Buffet was considered as a "Pre-existing Restaurant Site", and was required to provide plans for a professionally-designed odor control remedy. The ordinance states that "Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed." Since Lakes Buffet opened for business, the City has received a number of complaints regarding cooking odors. Regulations for *Commercial Kitchen Odor Control* are detailed in City Code Section 544.27.

A first notice of the requirement to install odor control equipment within 90 days (by July 26) was sent by mail on April 26. A second notice was sent on June 13, reminding Lakes Buffet of the July 26 deadline. A Mechanical Permit application was submitted on August 3, and the permit was ready for issuance on August 7. Upon issuance of a permit, the City extended the deadline for installation by an additional 30 days, with a new deadline of August 26, 2018.

That deadline has now passed, and the City has received no further communication from Lakes Buffet representatives as to when installation could be expected to occur. For this reason, we are hereby sending notice that noncompliance with city ordinances will result in revocation of the conditional use permit which allows the restaurant to operate. If installation has not been completed by September 20th, the City Council will hold a public hearing to consider revocation of the conditional use permit on Tuesday, September 25th. Please contact me at 612-861-9776 with any questions about the deadline or revocation procedures.

For questions regarding permitting and inspections, please contact Building Official Rick Regnier at 612-861-9862, or Mechanical Inspector Brian Fehrenbach at 612-861-9804.

Sincerely,

John Stark
Community Development Director

Community Development Department
Planning & Zoning

MAYOR
PAT ELLIOTT

CITY COUNCIL
EDWINA GARCIA
MICHAEL HOWARD
MARIA REGAN GONZALEZ
SIMON TRAUTMANN

CITY MANAGER
STEVEN DEVICH

August 8, 2018

Lakes Buffet
9 66th Street East
Richfield, MN 55423

NOTICE OF ODOR CONTROL REQUIREMENT DEADLINE

Subject: Odor Control requirement at Lakes Buffet, 9 66th Street East, Richfield MN

Lakes Buffet owner and/or management:

As you know, Lakes Buffet was granted a variance allowing the restaurant to open without installing odor control equipment. Lakes Buffet was considered as a "Pre-existing Restaurant Site", and was required to provide plans for a professionally-designed odor control remedy. The ordinance states that "Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed." Since Lakes Buffet opened for business, the City has received a number of complaints regarding cooking odors. Regulations for *Commercial Kitchen Odor Control* are detailed in City Code Section 544.27.

A first notice of the requirement to install odor control equipment within 90 days (by July 26) was sent by mail on April 26. A second notice was sent on June 13, reminding Lakes Buffet of the July 26 deadline. A Mechanical Permit application was submitted on August 3, and the permit was ready for issuance on August 7. **The City hereby extends the deadline by an additional 30 days. Installation must be complete by August 26, 2018.**

For questions regarding permitting and inspections, please contact Building Official Rick Regnier at 612-861-9862, or Mechanical Inspector Brian Fehrenbach at 612-861-9804.

Please note that noncompliance with city ordinances will result in revocation of the Conditional Use Permit which allows the restaurant to operate. Please contact me at 612-861-9776 with any questions about the deadline or revocation procedures.

Sincerely,

Matt Brillhart
Associate Planner

Community Development Department
Planning & Zoning

MAYOR
PAT ELLIOTT

CITY COUNCIL
EDWINA GARCIA
MICHAEL HOWARD
MARIA REGAN GONZALEZ
SIMON TRAUTMANN

CITY MANAGER
STEVEN DEVICH

June 13, 2018

Lakes Buffet
9 66th Street East
Richfield, MN 55423

NOTICE OF ODOR CONTROL REQUIREMENT

Subject: Complaints regarding cooking odors at Lakes Buffet, 9 66th Street East, Richfield MN

Lakes Buffet owner and/or management:

Since Lakes Buffet opened for business in January 2018, the City has received a number of complaints regarding cooking odors. Regulations for *Commercial Kitchen Odor Control* are detailed in City Code Section 544.27 (enclosed). As you know, Lakes Buffet was granted a variance allowing the restaurant to open without installing odor control equipment. Under the terms of the variance, Lakes Buffet was considered as a "Pre-existing Restaurant Site", and was required to provide plans for a professionally-designed odor control remedy. The ordinance states that "Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed."

A first notice of the requirement to install odor control was sent on April 26, and the City received a response from Lakes Buffet on May 29. After reviewing complaints and discussing the issue with neighbors near the site, the City maintains the position that installation of odor control equipment is required. While trash odors may also be an issue, neighbors were clear that cooking odors were responsible for the nuisance.

This letter serves as second/final notice that Lakes Buffet must complete installation of an odor control remedy approved by the Inspections Division by July 26, 2018.

Please contact me at 612-861-9776 to discuss this requirement as soon as possible.
For questions regarding permitting and inspections, please contact Building Official Rick Regnier at 612-861-9862.

Please note that failure to reply to this notice and noncompliance with city ordinances can result in revocation of the Conditional Use Permit.

Sincerely,

Matt Brillhart
Associate Planner

Community Development Department
Planning & Zoning

MAYOR
PAT ELLIOTT

CITY COUNCIL
EDWINA GARCIA
MICHAEL HOWARD
MARIA REGAN GONZALEZ
SIMON TRAUTMANN

CITY MANAGER
STEVEN DEVICH

April 26, 2018

Lakes Buffet
9 66th Street East
Richfield, MN 55423

NOTICE OF ODOR CONTROL REQUIREMENT

Subject: Complaints regarding cooking odors at Lakes Buffet, 9 66th Street East, Richfield MN

Lakes Buffet owner and/or management:

Since Lakes Buffet opened for business in January 2018, the City has received a number of complaints regarding cooking odors. Regulations regarding Commercial Kitchen Odor Control are detailed in City Code Section 544.27 (enclosed). As you know, Lakes Buffet was granted a variance which allowed the restaurant to open without installing odor control equipment. Under the terms of the variance, Lakes Buffet was considered as a "Pre-existing Restaurant Site", and was required to provide plans for a professionally-designed odor control remedy at the time of approval. Section 544.27 states that "Subsequent complaints of odor impacts may result in the requirement that the planned odor control device be installed."

This letter serves as notice that Lakes Buffet must complete installation of an odor control remedy approved by the Inspections Division within 90 days, by July 26, 2018.

Please contact me at 612-861-9776 to discuss this requirement as soon as possible.
For questions regarding permitting and inspections, please contact Building Official Rick Regnier at 612-861-9862.

Please note that failure to reply to this notice and noncompliance with city ordinances can result in revocation of the Conditional Use Permit.

Sincerely,

Matt Brillhart
Associate Planner

Enclosed: City Code Section 544.27 (Commercial Kitchen Odor Control)

Copy: Rick Regnier, Chief Building Official
John Stark, Community Development Director

05/24/2018

City of Richfield
Community Development Department; Planning & Zoning
6700 Portland Ave
Richfield, MN 55423
Attn: Matt Brillhart

Subject: Response regarding cooking odors at Lakes Buffet, 9 66th St E., Richfield MN

Dear Matt:

Thanks for taking the time to review and discuss this issue with us. We truly believe that the odors that the neighbors were complaining about were indeed coming from the garbage can at the parking lot behind our restaurant, and not coming from cooking the food in our kitchen.

Since our garbage can is not located in an enclosed space, the odor can build up and easily spread out to the neighborhood after a few days leave outside in this kind of temperature. Our garbage pickup schedule is once a week at this moment, we would discuss with the landlord to setup at least twice a week to avoid garbage stay outside too long. We would also propose to the landlord to build an enclosed garbage room at the parking lot, this way should prevent the odor spread out to the neighborhood.

Please consider our proposal for now to see if the odor issue will be resolved after a couple of months. We just open the restaurant early this year and still trying to promote the business and generate the revenue. If the issue continues, we will try to install the odor control unit, but please allow as to complete this task by next summer. We believe this will give us enough time to earn the profit and be able to afford to install the unit.

Thanks so much again for your time and please let us know your thoughts and questions.

Sincerely,

Sheng Zheng
General Manager

Lakes Buffet
9 66th St East
Richfield, MN 55423

RECEIVED
MAY 29 2018
By

AGENDA SECTION: PUBLIC HEARINGS
AGENDA ITEM # 7.

STAFF REPORT NO. 167
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY: Melissa Poehlman, Assistant CD Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
9/18/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of the adoption of a resolution for a final plat of "Lyndale Gardens 2nd Addition" which will incorporate 6328 Aldrich Avenue and reconfigure existing lots and outlots of the Lyndale Garden Center site to align with approved development plans.

EXECUTIVE SUMMARY:

The City Council approved land use plans for the former Lyndale Garden Center site and an adjacent single-family home at 6328 Aldrich Avenue on June 26, 2018. A preliminary plat approving the reconfiguration of the development property was approved by the Council on July 10, 2018. The final plat, now under consideration, is substantially similar with only technical modifications having been made.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion: Adopt a resolution for a preliminary plat of "Lyndale Gardens 2nd Addition."

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**
- None

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- All plats or subdivisions of land must be approved by City Council resolution, pursuant to the provisions of Minnesota State Statutes 462.357.

C. **CRITICAL TIMING ISSUES:**
- Per State Statute, the City has 120 days from the date of submittal of a complete application to issue a decision regarding plat unless the applicant agrees to an extension.
- A complete application was received on August 6, 2018. The Council must render a decision by December 4, 2018.

D. **FINANCIAL IMPACT:**
- None

E. **LEGAL CONSIDERATION:**

- Notice of this public hearing was published in the Richfield Sun Current newspaper.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representative(s) of Lyndale Gardens LLC

ATTACHMENTS:

	Description	Type
🗋	Resolution	Resolution Letter
🗋	Final Plat	Exhibit

RESOLUTION NO.

RESOLUTION GRANTING APPROVAL OF A FINAL PLAT FOR LYNDALE GARDENS 2ND ADDITION

WHEREAS, Lyndale Gardens, LLC ("Applicant") has requested approval of a final plat that combines and resubdivides properties legally described in the attached Exhibit A; and

WHEREAS, the proposed subdivision is to be known as LYNDALE GARDENS 2ND ADDITION; and

WHEREAS, a public hearing was held on the proposed final plat of LYNDALE GARDENS 2ND ADDITION on Tuesday, September 25, 2018 at which all interested persons were given the opportunity to be heard; and

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

1. The proposed plat of LYNDALE GARDENS 2ND ADDITION satisfies the requirements of the City's subdivision ordinances.
2. Final approval of the plat of LYNDALE GARDENS 2ND ADDITION is granted with the following conditions:

    a. The applicant must address to the City Attorney's satisfaction all items listed in the plat opinion letter prepared by the City Attorney's office.
    b. Easements described by Doc. Nos. 2928405 and 2917948 shall not be vacated.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of September, 2018.

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

EXHIBIT A
LEGAL DESCRIPTIONS

Parcel A:

The South 45.00 feet of the North 225.00 feet of that part of Government Lot 3, Section 28, Township 28, Range 24, lying south of the south line of Lot 4, Block 2, Ray's Lyndhurst 2nd Addition, which lies between the southerly extension of the East line of said Block 2 and the East line of the alley in said Block 2 and its southerly extension.

AND

Lots 1 and 2, Block 2, Lyndale Gardens

AND

Outlot C, Lyndale Gardens

LYNDALE GARDENS 2ND ADDITION

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That The Cornerstone Group, Inc., a Minnesota corporation, owner of the following property to wit:

(Torrens Land)

The South 45.00 feet of the North 225.00 feet of that part of Government Lot 3, Section 28, Township 28, Range 24 lying south of the south line of Lot 4, Block 2, RAY'S LYNNHURST 2ND ADDITION, which lies between the southerly extension of the East line of said Block 2 and the East line of the alley in said Block 2 and its southerly extension.

And that Lyndale Gardens, LLC., a Minnesota limited liability company, owner of the following property to wit:

(Torrens Land)

Lot 1, Block 1, LYNDALE GARDENS

and

Lot 2, Block 1, LYNDALE GARDENS

and

Outlot C, LYNDALE GARDENS

Has caused the same to be surveyed and platted as LYNDALE GARDENS 2ND ADDITION.

In witness whereof said The Cornerstone Group, Inc, a Minnesota corporation, has caused these presents to be signed by its proper officers this ____ day of _____, 20___.

The Cornerstone Group, Inc.

_____
Signature

_____
Printed Name

_____
Title

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20___, by _____, _____ of The Cornerstone Group, Inc., a Minnesota corporation, on behalf of the corporation.

_____
Signature

_____
Printed Name

Notary Public, _____

My Commission Expires _____

In witness whereof said Lyndale Gardens, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this ____ day of _____, 20___.

Lyndale Gardens, LLC

_____
Signature

_____
Printed Name

_____
Title

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20___, by _____, _____ of Lyndale Gardens, LLC, a Minnesota limited liability company.

_____
Signature

_____
Printed Name

Notary Public, _____

My Commission Expires _____

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

Dated this ____ day of _____, 20___.

_____
Dean Dusheck, Licensed Land Surveyor
Minnesota License No. 16679

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20___, by Dean Dusheck.

_____
Signature

_____
Printed Name

Notary Public, _____

My Commission Expires _____

CITY COUNCIL, City of Richfield, Minnesota

This plat of LYNDALE GARDENS 2ND ADDITION was approved and accepted by the City Council of the City of Richfield, Minnesota, at a regular meeting thereof this ____ day of _____, 20___, and said plat is in compliance with the provisions of Minnesota Statutes Section 505.03, Subd. 2.

City Council, City of Richfield, Minnesota

By: _____, Mayor By: _____, Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

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

Mark V. Chapin, County Auditor by_____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1969) this Plat has been approved this ____ day of _____, 20____.

Chris F. Mavis, County Surveyor by _____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of LYNDALE GARDENS 2ND ADDITION was filed in this office this ____ day of _____, 20___, at ___ o'clock ___.m.

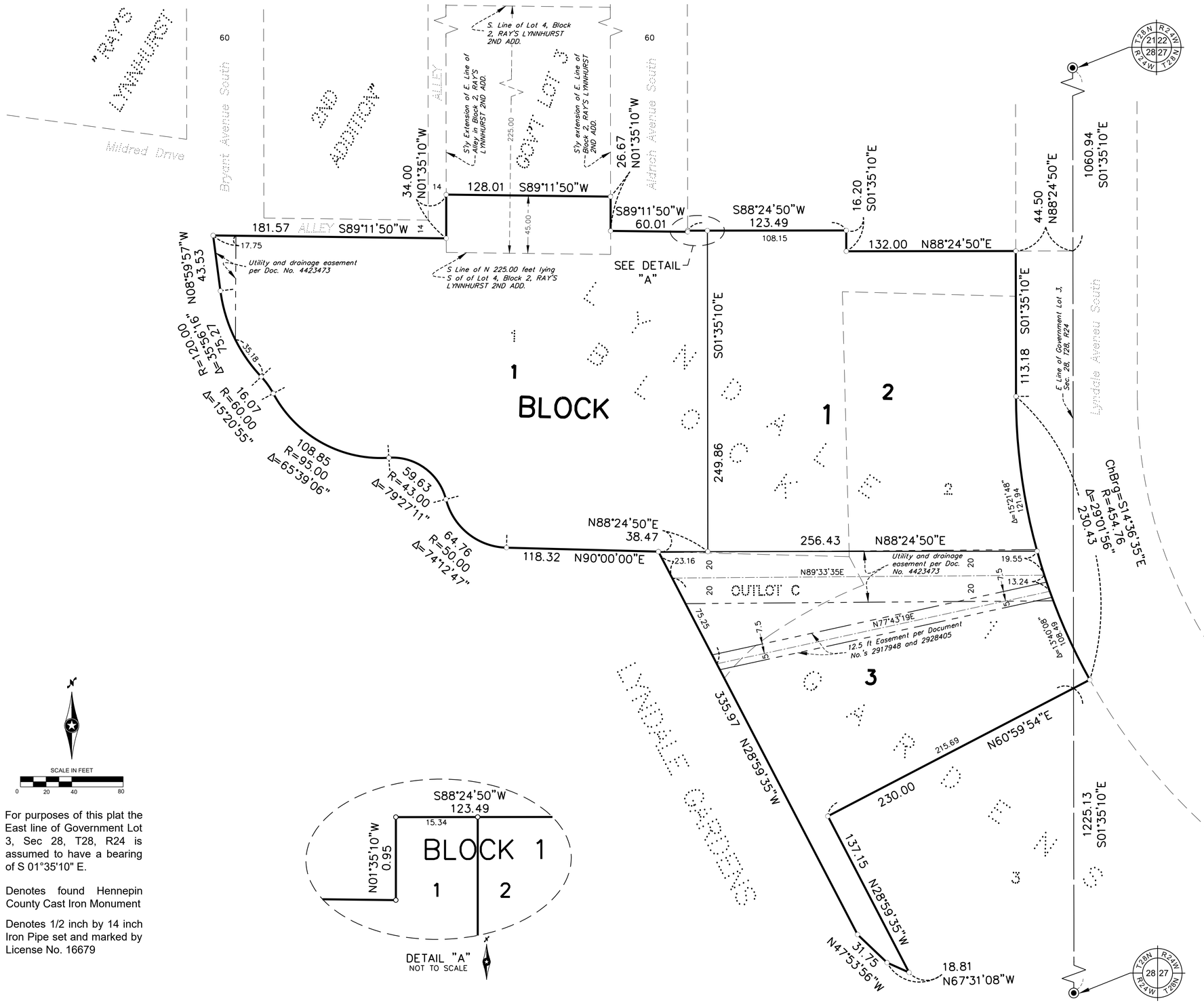
Martin McCormick, Registrar of Titles by _____ Deputy

DRAFT

SRF Consulting Group, Inc.

LYNDALE GARDENS 2ND ADDITION

R.T. DOC. NO. _____



For purposes of this plat the East line of Government Lot 3, Sec 28, T28, R24 is assumed to have a bearing of S 01°35'10" E.

◉ Denotes found Hennepin County Cast Iron Monument

○ Denotes 1/2 inch by 14 inch Iron Pipe set and marked by License No. 16679

SRF Consulting Group, Inc.

AGENDA SECTION: PUBLIC HEARINGS
AGENDA ITEM # 8.

STAFF REPORT NO. 168
CITY COUNCIL MEETING
9/25/2018

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

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
9/18/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Continue the public hearing and consideration of a preliminary plat of the "Cedar Point II" Addition to October 9, 2018.

EXECUTIVE SUMMARY:

In conjunction with an application for a Planned Unit Development (Cedar Point II), NHH Properties, LLC (the "Applicant") will be re-platting the site. The plat will combine up to 29 parcels and vacated right-of-way to allow for construction of a multi-family apartment and townhome project along the 6300 and 6400 blocks of 16th Avenue and Richfield Parkway. Negotiations with two of the three remaining private owners are underway.If negotiations are successful, the Applicant (NHH Properties, LLC) will be able to include these properties in the preliminary plat and reduce additional work and permitting complications. For this reason, the Applicant has requested that consideration be continued. A preliminary plat is required prior to the issuance of building permits.

RECOMMENDED ACTION:

By motion: Continue the public hearing to consider a resolution for a preliminary plat of the "Cedar Point II" Addition to October 9, 2018.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- The development area is comprised of 29 individual parcels and 64th Street right-of-way between 16th Avenue and Richfield Parkway.
- The Housing and Redevelopment Authority (HRA) currently owns 18 of the 29 parcels, and upon approval of a Contract for Private Development, will sell these parcels to NHH Properties, LLC (Developer).
- Of the 11 privately-owned parcels, the Developer has either purchased or has an agreement to purchase 8 of the homes, and is currently negotiating with 2 owners.

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

- All plats or subdivisions of land in the City must be approved by council resolution pursuant to the provisions of Minnesota State Statutes 462.357.

C. **CRITICAL TIMING ISSUES:**

- Per State Statute, the City has 120 days from the date of submittal of a complete application to issue a decision regarding plat unless the applicant agrees to an extension.
- A complete application was received on August 20, 2018. The Council must render a decision by December 18, 2018.
- A public hearing regarding vacation of the 64th street right-of-way is scheduled for October 9, 2018.

D. **FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- Notice of this public hearing was published in the Sun Current newspaper.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representative(s) of NHH Properties, LLC

AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	9.

STAFF REPORT NO. 169
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY:	Melissa Poehlman, Asst. Community Development Director
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 9/18/2018
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Steven L. Devich, City Manager 9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a variety of land use approvals related to a proposal to construct 218 apartments and 72 townhomes along 16th Avenue and Richfield Parkway between approximately Taft Park and 65th Street.

EXECUTIVE SUMMARY:

NHH Properties, LLC (the "Developer") has assembled a team that is proposing to redevelop the area south of Taft Park and immediately adjacent to the Cedar Point Commons commercial area as multi-family housing. This area has been a redevelopment priority for Richfield City Council for many years as a result of airport expansion in the early 2000s.

The proposed development includes 2, 4-story apartment buildings along Richfield Parkway and 18, 4-unit buildings of for-sale townhomes along 16th Avenue. The development has been designed to provide an enhanced buffer from the airport for the older, single-family homes to the west, but also to create a cohesive neighborhood feel and transition between the existing homes and the new development. A sidewalk and boulevard trees along 16th Avenue create a walkable and friendly environment. Where possible, end townhome units have entrances facing 16th Avenue, as well as sidewalk connections. While the orientation of the townhome driveways onto 16th Avenue will significantly increase the traffic on this street, the traffic will remain below engineering thresholds for road design or operations modifications. Staff is in favor of this orientation because it serves as way to integrate the new development into the existing neighborhood, rather than create a new development that is isolated from the existing homes. The larger apartment buildings are oriented toward the commercial development to the east, allowing surface parking to be hidden between the two halves of the development and keeping that traffic primarily on Richfield Parkway. Additional parking is provided beneath the two apartment buildings; parking is provided at ratios that meet Code requirements.

The development provides a number of amenities to its residents, including a pool, fitness center, club rooms, and green space, but also provides attractive connections between the single-family homes and the commercial district. The proposal includes attractive streetscapes, a central plaza

offering a convenient route through the site to the commercial uses, public art at key intersections, and a pocket park that will provide a convenient rest area for users of the Three Rivers Trail.

The City has been working to redevelop the Cedar Corridor area since the Minneapolis-St. Paul Airport expanded in the early 2000s. A number of homes were purchased with State and Federal Airport Noise Mitigation money, but both money and the market dried up and that work came to a halt. Additional homes were purchased when this section of Richfield Parkway was constructed, but many homeowners in the area have been waiting for years to be purchased. At the time this report is being written, the Developer has purchase agreements for all but three of the remaining privately owned homes, all on the southern half of the development area. The owners of two of the three properties are currently considering offers and the Developer will be prepared to update the City on the status of these properties on September 25. If the Developer is unable to purchase these remaining homes, townhome units could be built around those individual homes.

In conjunction with the proposed new construction, the Developer is proposing changes to 65th Street intersections at Richfield Parkway and 16th Avenue. The proposed changes are intended to allow townhome residents to access the development via 16th Avenue, rather than just Richfield Parkway. The proposal will allow traffic to turn west from Richfield Parkway onto 65th Street, but the roadway will be modified to slow traffic by narrowing the right-of-way (by providing on-street parking bays) and installing a four-way stop at 65th Street and 16th Avenue. Cut-through commercial traffic led to a roadway modification when Target and Home Depot initially opened. Since that time, Richfield Parkway has been constructed and now provides a much more attractive route to enter and exit the commercial area. A study of how traffic in the area is expected to flow is forthcoming. Based on the information in this study, Engineering staff will work with the Developer on the specific design of 65th Street.

Staff finds that the proposed project meets the intent of the Cedar Corridor Master Plan and Code requirements, and therefore recommends approval of the proposed project.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion:

1. **Approve an ordinance amending Appendix I of the Richfield City Code to change the zoning designation of Blocks 1 and 2, Iversons 2nd Addition from MR-3 (High-Density Residential) to PMR (Planned Multi-Family Residential).**
2. **Adopt a resolution approving a Planned Unit Development, Conditional Use Permit, and Final Development Plan for a multi-family apartment and townhome development to be built on property legally described as Blocks 1 and 2, Iversons 2nd Addition.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- This area was identified as a Redevelopment Area in 2000 as a result of a study concluding that many of structures in the area would not be capable of withstanding the negative impacts of low frequency noise.
- In 2004, the City adopted a Cedar Corridor Master Plan that called for high density housing in this area, which would serve as a buffer to the remaining single-family homes to the west. This Plan was revisited and refreshed in 2016.
- Over the years the City has worked to encourage redevelopment of the site, but a financially feasible development opportunity has not come forward.
- In the fall of 2017, NHH Properties and Boisclair Corporation approached the Housing and Redevelopment Authority (HRA) and City Council with a proposal for redevelopment and in March of 2018, the HRA signed a pre-development agreement with NHH Properties to construct 218 market-rate apartments and up to 80 townhomes that would be affordable to household earning 100/115 percent of the area median income.

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

Comprehensive Plan

This property has been envisioned as a multi-family housing site since the adoption of the Cedar Corridor Master Plan in 2004. The proposed development layers the bulk of the site in accordance with desires to buffer, but also appropriately transition to, the single-family neighborhood on the west side of 16th Avenue. As described in the Plan, the townhomes are oriented to to allow connections through the site and to the adjacent commercial uses, while the orientation of the apartment buildings creates a more solid buffer against the negative impacts of the airport. The site is designed to encourage interaction between the townhome residents and the adjacent single-family residents by orienting end units to the west and providing a sidewalk along 16th Avenue. This orientation is deliberate and intended to truly weave the new units and residents into the existing fabric of the neighborhood.

Zoning

This area is currently zoned High-Density Residential (MR-3) and is within the Airport Runway Overlay District. The applicant has requested that the property zoning be changed to a Planned Unit Development District - Planned Multi-Family Residential (PMR). Planned unit developments are intended to encourage the efficient use of land and resources and to encourage innovation in planning and building. In exchange for these efficiencies and superior design, flexibility in the application of dimensional requirements is available. A full discussion of all applicable review criteria is provided as an attachment to this report.

The following variations from standard requirements are requested:

- **Apartment height** - The proposed apartment buildings exceed the maximum allowable height of 50 feet in the guiding MR-3 District.The varied elevation of the site, means that the actual height from grade to roof varies significantly as one moves from along the length of the site (north/south). The height of the 4 stories of living space is approximately 55 feet, similar to the approved Chamberlain buildings south of 66th Street; however, in areas where the grade drops and the underground parking ramp is partially exposed, the height of the building approaches 60 feet. These areas are at the northern and southern ends of the development, along Richfield Parkway.
- **Setbacks** - Setbacks have been reduced from the required 40 feet. This was a deliberate decision that allows surface parking to be hidden between the two halves of the development.
- **Maximum lot coverage, outdoor open space** - Approximately 40 percent of the site is covered by building. This exceeds the 30 percent maximum in the MR-3 District, but is consistent with the more-modern zoning districts (Mixed Use) that encourage larger buildings and less surface parking. Nearly 25 percent of the site is dedicated to green space and over 80,000 square feet of outdoor open space is provided, including plazas, public art areas, a pocket park, pool, and outdoor decks (public and private). Additionally, the development is immediately adjacent to a regional trail and Taft Park.
- **Ground floor windows or simulated windows** - In areas where the grade drops and the underground parking structure is visible, there are currently blank walls. Staff has discussed this with the applicant, and changes to either the building itself or the landscape/grade are required in the attached resolution.

The purposes of the MR-3 District regulations are to reserve appropriately located areas for family living in a variety of types of dwellings at a reasonable range of population densities; to preserve as many as possible of the desirable characteristics of the single-family district, while permitting higher densities; to provide space for semi-public facilities to complement urban residential areas; to minimize traffic congestion; and generally, to provide multi-family residential areas that are safe and attractive. Finding that the proposed development achieves these goals and the long-term goal of redeveloping this area as something more compatible with the airport, staff recommends approval of the proposed plans.

C. **CRITICAL TIMING ISSUES:**

- 60-DAY RULE: The 60-day clock 'started' when a complete application was received on August 17, 2018. A decision is required by October 16, 2018 or the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

D. **FINANCIAL IMPACT:**

- The Housing and Redevelopment Authority approved final Contracts for the proposed development on September 17.

E. **LEGAL CONSIDERATION:**

- A public hearing was held before the Planning Commission on August 27. Notice of the public hearing was mailed to properties within 500 feet of the proposed development and published in the Sun Current newspaper.
- The Planning Commission voted unanimously (7-0) to recommend approval of the land use applications.

ALTERNATIVE RECOMMENDATION(S):

- Approve the requests with modified or additional stipulations.
- Deny the requested land use approvals with findings that requirements are not me.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representative(s) of NHH Properties, LLC

ATTACHMENTS:

	Description	Type
🗋	Ordinance	Ordinance
🗋	Resolution	Resolution Letter
🗋	Applicant Narrative	Exhibit
🗋	Proposed Plans 1 of 3	Exhibit
🗋	Proposed Plans 2 of 3	Exhibit
🗋	Proposed Plans 3 of 3	Exhibit
🗋	Requirements	Exhibit
🗋	Planning & Zoning Maps	Exhibit

ORDINANCE NO. _____

AN ORDINANCE RELATING TO ZONING; AMENDING APPENDIX I TO THE RICHFIELD CITY CODE BY REZONING LAND BETWEEN TAFT PARK AND 65TH STREET, EAST OF 16TH AVENUE AS PLANNED MULTI-FAMILY RESIDENTIAL

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 9 of Appendix 1 of the Richfield Zoning Code is amended to add a new Paragraph 9 to read as follows:

(9) M-5 Blocks 1-2, Iversons 2nd Addition.

Sec. 2. Section 14, Paragraphs 18 and 19 are repealed.

(18) M-5 (16th Ave between 63rd and 65th). Lots 2-8, Block 1, Iversons 2nd Addition and Lots 1-8, Block 2, Iversons 2nd Addition.
(19) M-5 (17th Ave between 63rd and 65th). Lots 9-4, Block 1, Iversons 2nd Addition and Lots 1-8, Block 2, Iversons 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 25th day of September, 2018.

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to include 218 apartments and 72 townhomes , on land that is legally described as; and

Blocks 1-2, IVERSON'S SECOND ADDITION, Hennepin County, Minnesota;

together with

That part of East 64th Street as dedicated on the plat of, IVERSON'S SECOND ADDITION, Hennepin County, Minnesota which lies easterly of the southerly extension of the westerly line of Block 1 said IVERSON'S SECOND ADDITION; and which lies westerly of the southerly extension of the easterly line of said Block 1.

WHEREAS, the applicant has represented their intent to purchase all of the properties legally described above (collectively, the "Development Area");

WHEREAS, the City understands that land use approvals may be necessary to move forward with the remaining property acquisitions in this Development Area and is thereby making an accommodation by considering this application prior to the final acquisition of all land in the Development Area; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its August 27, 2018 meeting; and

WHEREAS, notice of the public hearing was published in the Sun-Current and mailed to properties within 500 feet of the subject property on August 14, 2018; and

WHEREAS, the requested final development plan and conditional use permit meets those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No._____; and

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

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved for a multi-family residential development as described in City Council Report No. ___, in the Development Area.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:

    - The applicant must acquire all properties in the Development Area or must return to the City Council for approval of an amended resolution to remove properties not acquired.
    - A recorded copy of this approved resolution, or an approved amended resolution, if applicable, must be submitted to the City prior to the issuance of a Certificate of Occupancy.
    - The property in the Development Area must be platted. A preliminary plat must be approved prior to the issuance of a building permit and a final plat is required prior to the issuance of a certificate of occupancy.
    - Approved buildings must comply with noise attenuation construction requirements of the Airport Runway Overlay District.
    - Staff is authorized to approve minor site modifications related to setbacks along the northern boundary of the townhomes.
    - Prior to the issuance of building permits, the applicant must enter into a lease with the City for pocket park improvements and walkways on remnant park property to the north of the Development Area. Park improvements must include a sign indicating that the space is available to the public.
    - This approval does not constitute approval of specific signs. Sign permits are required and must be applied for separately. Sign setbacks may be modified if necessary for visibility, provided that signs do not interfere with Public Works activities.
    - Final lighting plans must be submitted to and approved by the Community Development and Public Works Directors.
    - Final landscape plans that include greater variation in tree size (caliper inches) must be approved by the Community Development Director.
    - Additional landscaping or varied building treatments are required in areas where a significant amount of underground parking structure is visible.
    - Central greenspace and walkways must be maintained as quasi-public space without any barriers to public access.
    - Final stormwater management plans must be submitted to and approved by the Public Works Director. All applicable stormwater fees must be paid to the Public Works Department.
    - Final plans for sidewalks and improvements in and along the right-of-way must be submitted to and approved by the Community Development and Public Works Directors.
    - A maintenance agreement related to sidewalks and landscaping must be executed prior to issuance of a Certificate of Occupancy.
    - Final utility plans must be submitted to and approved by the Public Works Director.

- The applicant is responsible for obtaining all required permits, and complying with all requirements detailed in the City's Administrative Review Committee Report and all other applicable City and State regulations.
- Prior to the issuance of a Certificate of Occupancy, the Developer must submit a surety equal to 125% of the value of any improvements not yet complete.
- The property owner is responsible for maintaining landscaping in accordance with approved plans.

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

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

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of September, 2018

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

July 19, 2018

John Stark, Director of Community Development
City of Richfield
6700 Portland Ave South
Richfield, MN

Project: **Cedar Point II Housing Development**

Location: **E 65th Street & Richfield Parkway, Richfield, MN**

Subject: **Project Narrative**

Proposed Redevelopment:
The proposed project consists of 218 market rate apartments and 72 for-sale townhomes with a 95% set aside for units priced at 115% or less of AMI to the initial purchaser. (See below for affordability breakdown.) The development is bound by 16th Avenue on the west, 65th Street on the south and the new Richfield Parkway on the east and north.

The apartments consist of two freestanding 109-unit, market rate, 4-story buildings on the eastern edge of the site. The apartment buildings are the first step in providing a staggered, step-down in height between the big box commercial retailers (Home Depot and Target) to the east and the single-family residences to the west. The apartment buildings provide 188 structured parking spaces and 114 surface level guest spaces.

The townhomes consist of 18 4-unit buildings, for a total of 72 units. The 3-level townhomes will offer 2 and 3-bedroom floor plans and 2-car garages with a total of approximately 1700 finished square feet. The townhomes will be offered to the market as an "affordable, for-sale" residence that will be priced at a 95% set aside (69 units) to offer homeownership to those residents earning less than 115% of AMI. Of that, 20% of the total units (14 units) are proposed to be offered to those earning less than 80% of AMI. To finance the affordable component of the development, the developer is currently working with the City of Richfield HRA to obtain TIF financing and with MN Housing to utilize Homeownership Impact Fund dollars.

The unit mix is as follows:

Apartments: studio - 50, 1 bed - 86, 2 bed - 74, 3 bed - 8, total - 218.
Townhomes: 2 bed - 36, 3 bed - 36, total - 72.

Project wide, there are 44 family units sized between 1,500 - 2,100SF.

Summary of Modifications from Sketch Plan Review Meeting:

- Addressed how the townhome entrances can be more responsive to the street and sidewalk.
- Relocated the driveways of the townhomes to 16th Avenue.
- Enhanced the signage and public art at the southeast corner of the site.
- Increased and enhanced the prominence of the apartment building entrances on Richfield Parkway.
- Relocated the northern driveway from inside the curve on Richfield Parkway to the very north end of the site.
- Moved the north apartment building further north to increase the size of the central walkway/plaza.
- Increased setback on eastern boundary.
- Introduction of increased variation, with regard to colors and materials, of the exterior of the apartment buildings on Richfield Parkway.

Summary of Modifications from Administrative Review Committee (ARC) Meeting:

- Further enhanced the apartment patio entrance on Richfield Parkway to feel like a primary entrance.
- Identified locations for public art.
- Located all utilities to interior of site (transformers, etc.)
- Relocated trees from the front yards of the townhomes to boulevard trees.
- Introduction of green space/plaza on the north east side of the site. (remnant parcel from Taft Park)

City and Neighborhood Betterment:

The proposed redevelopment of this parcel from single family residential to medium and high density will provide a multitude of benefits to the City and the surrounding community in the following ways:

- Provides the much-needed connectivity from the residential neighborhood to the west and from the retail and commercial uses to the east.
- Improves the site with more active uses and attractive, newer buildings.
- Provides housing and increased density near convenient, local retail uses.
- Provides a buffer from noise and light pollution between the single-family residential neighborhood and airport and commercial uses to the east.
- Landscaped plaza adds character and beautifies 16th Avenue.

Sustainability:

Sustainability is a key component of the project, both in the importance of being a good steward of the environment as well as being a good neighbor. The key sustainable strategies of the project can be categorized in the following design elements:

Storm Water:
The current site has an impervious coverage of less than 50% without any comprehensive storm water strategies except the vacant tract of land on the east side and one vacant lot on the west side which do not provide any rate or quality control for storm water. The proposed project incorporates the following improvements to the existing condition.

1) The heavily landscaped plaza area in the center of the site will hold and clean the majority of rainfall in that area. In addition, new storm water infiltration tanks will be located on the northeast corner and on the west side of the site, below the plaza, capturing excess storm water not used for irrigation or captured by the landscaped areas of the plaza.
2) All storm water will be contained and treated on site, thereby reducing the burden on off-site resources.

Energy Efficiency & Generation:
1) High efficiency mechanical equipment
2) High efficiency appliances and electrical fixtures
3) Infrastructure for future roof mounted photovoltaic panels for electrical energy generation
4) High performing fiberglass and storefront windows that meet Energy Star requirements
5) Improved insulation & advanced detail techniques equating to a 20% improvement over current energy code requirements
6) Electric car charging station

Water Efficiency:
1) Rainwater for irrigation
2) Drip irrigation w/drought tolerant planting to additionally reduce watering
3) Low flow plumbing fixtures and appliances – this decreases water use and waste water

PUD/Zoning:
The project proposes to change the zoning of the site from MR-3 to a PUD using the MR-3 as the guiding district and as the basis for the zoning entitlements. The application of a PUD is based largely around the desire to develop a more pedestrian friendly development, a variety of occupancy types (for-sale and rental) and a variety of building densities. The proposed building will enclose over two thirds of the parking below grade and maintain significant green and public use and plaza space. In addition, the site is designed to keep the higher density and height towards Richfield Parkway with the lowest height toward the residential neighborhood. This design factor will provide a significant buffer to the residential neighborhood from noise and light pollution emitted from the airport and adjacent commercial and retail uses.

The effective site size is 7.07 acres (307,969 SF). The proposed development, not including garage space, is 327,979 GSF for a proposed FAR of 1.06. The step down in height scales the buildings to the neighborhood and the landscaped plaza at the intersection of 64th and 16th Avenue provides a welcoming entry to visitors and an intuitive connection point from the single-family homes to the west and the commercial and retail providers to the east.

Comprehensive Plan/Greater Cedar Point Neighborhood Land Use and Parking Final Report:
The current comprehensive plan has recommended high density residential uses for this site. This site is one of the key transitional sites in the City of Richfield, as it directly abuts the park system to the north, Single Family (R) to the west, Planned General Commercial (PC-2) to the east and General Commercial and Planned General Commercial (C-2 and PC-2) to the south. This proposed project is keeping with that mixture of uses as its scale transitions from the higher density towards Richfield Parkway while scaling down toward the residential neighborhood to the east. All of this is done while providing intuitive, well defined pedestrian connectivity points at all four ends of the site.

Traffic and Parking:
Housing at this location will be able to take full advantage of the recent pedestrian and bike improvements completed by the City. The range of goods and services within an easy ½ mile radius of the site offers a built-in amenity to residents. Their proximity also lessens the demands for vehicle trips decreasing the car traffic to and from the site.

The project's site improvements along Richfield Parkway offer an amenity for pedestrians and bicyclists by creating a protected walkway through the site to the neighborhood to the west. The introduction of a sidewalks on 65th street also reinforces this pedestrian connection, coupled with the proposed stop signs at the intersection of 65th street and 16th Avenue will create a pedestrian friendly environment in the immediate area.

Residential vehicular traffic at the site is split between multiple entry points. There are three proposed entry and exit points to the apartment site. One at the north end of the site on Richfield parkway, one mid-block on Richfield Parkway – directly opposite the Target and Home Depot entry - and one at the south end of the project on 65th street. Once a vehicle enters the site, there are two separate entry points to the underground garages. Commercial traffic (garbage, mail, delivers, vendors) will be able to enter the site from any from any entry point and they will have access to sufficient short-term parking so that they will be able to provide their service without disrupting or blocking any resident or visitor circulation on the site. On grade convenience parking for guests and move-ins are located near the plaza. This approach greatly reduces traffic in the neighborhood to the west and keeps most, if not all, commercial traffic Richfield Parkway.

Based on staff recommendations, all townhome access has been redirected to 16th Avenue. The primary driver behind this is to provide and enhance further connections between the current neighborhood and the townhomes on 16th Avenue.

Parking:
The apartment buildings provide 188 structured parking spaces and 114 surface level guest spaces. The townhomes provide a 2-stall garage for each unit. In order to promote walkability and an inviting neighborhood environment, the amount of surface level parking on the site has been reduced and replaced it with public green space, ride-share pick-up and drop-off, shared car parking, and EV charging stations.

65th Avenue:
The developer is proposing changes to 65th Avenue with the intent of connecting the site to the block to the south and increasing pedestrian access along 65th Street. As part of the Cedar Point Commons redevelopment, there were issues with excess traffic heading west on 65th Avenue towards Bloomington Avenue and then heading north towards Highway 62. To prevent these traffic measures, the City narrowed 65th Avenue at Richfield Parkway, making the entrance one-way (east only). The realignment of Richfield Parkway has organically solved the previous traffic issue as previously described. It is now easier to stay on Richfield Parkway to head north than it is to cut through the neighborhood. The developer is proposing the following changes along 65th Street:

- Install sidewalks along the north and south side of 65th street to connect to the existing and proposed sidewalk system.
- Install stop signs at the intersection of 65th Street and 16th Avenue to make the intersection a four-way stop.
- Install decorative street lights that match the design of the project.
- Install landscaping and shrubs along the boulevard.
- Install permanent, identifiable parallel parking, with peninsulas, on both sides of 65th between 16th Avenue and Richfield Parkway
- Convert the intersection of 65th Avenue and Richfield Parkway back to a two-way entrance.

Affordable Housing:
As part of a commitment to provide affordable housing to all people in the community, the project is proposing 69 (of the 72 total) for-sale units for residents who meet certain income thresholds. This type of housing is targeted to working adults or small families who earn between 80 – 115% of the median income of the community. They provide an opportunity for young people starting their careers, teachers and service workers a chance to stay in the community they work. The site is uniquely situated where residents can easily access the commercial shops and services of the Cedar Point Commons area without requiring the use of a car.

Landscape:

The proposed landscape at the site will be clean and contemporary, with over-story boulevard trees on the west and south sides along 16th Avenue and 65th Street, with enhanced landscaping near building entrances with seasonal annuals for color. The parking area will contain a mixture of over story and under-story trees with a full accompaniment of shrubs and perennial plants. The proposed planting palette is comprised of native and adapted plant materials, which will use less water and require less maintenance over time.

Tree Reduction:
Due to the increased density on the site, there is insufficient site area to provide the number of trees necessary to meet the City's tree ordinance. We are, however, working with City staff and our civil engineer to provide as many trees as reasonably possible while still preserving the urban nature of the site and promoting sightlines and the pedestrian friendly nature of the project.

This development is well positioned to meet and exceed the City's goals as outlined in the Comprehensive Plan and the Cedar Avenue Corridor Master Plan. We firmly believe that the redevelopment of the site will be an improvement for both the neighborhood and the overall City.

Sincerely,

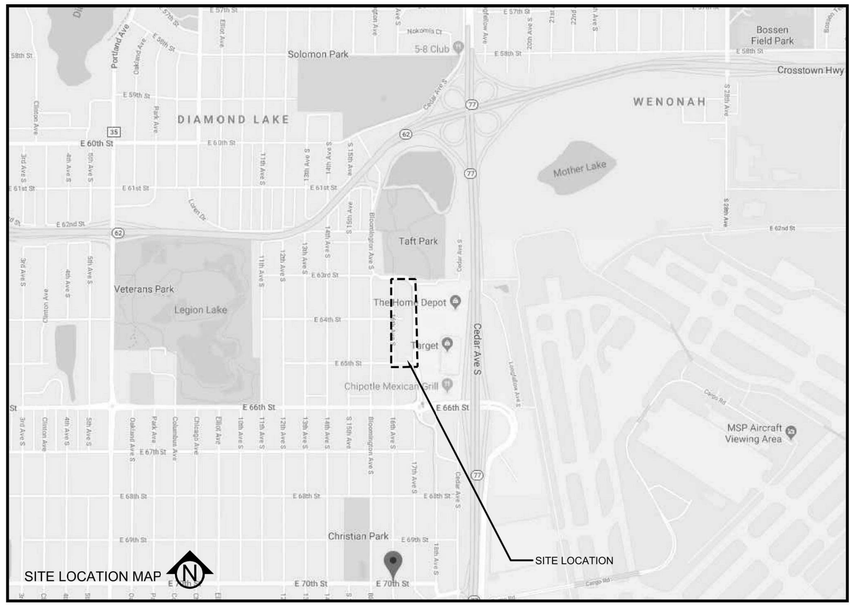
Adam Seraphine
President

CC: Lori Boisclair, Boisclair Corporation
Tony Simmons, The Simmons Group
Petro Megits, Kaas Wilson Architects
Michael Barnett, EXiT Realty

CEDAR POINT 2 APARTMENTS & TOWNHOMES

RICHFIELD, MINNESOTA

ISSUED FOR: CITY SUBMITTAL



ARCHITECT:

KAAS-WILSON ARCHITECTS
1301 AMERICAN BOULEVARD EAST
BLOOMINGTON, MINNESOTA 55425
612.879.6000

DEVELOPER / PROPERTY OWNER:

SIMMONS GROUP/NHH PROPERTIES
317 2ND AVENUE S, SUITE 800
MINNEAPOLIS, MN 55401
612-225-1360

ENGINEER / LANDSCAPE ARCHITECT:

CIVIL SITE GROUP
4931 W 35TH STREET
SUITE 200
ST LOUIS PARK, MN 55416
612-615-0060

SURVEYOR:

CIVIL SITE GROUP
4931 W 35TH STREET
SUITE 200
ST LOUIS PARK, MN 55416
612-615-0060

GEOTECHNICAL ENGINEER:

T.B.D.

MASTER LEGEND:

1125	EX. 1' CONTOUR ELEVATION INTERVAL
×1137.12	EXISTING SPOT GRADE ELEVATION
1137	1.0' CONTOUR ELEVATION INTERVAL
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
891.00 G	SPOT GRADE ELEVATION TOP OF CURB (GUTTER TOP)
891.00 TC	SPOT GRADE ELEVATION TOP OF WALL
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF WALL
	DRAINAGE ARROW
EOF=1135.52	EMERGENCY OVERFLOW
	SILT FENCE / BIOROLL - GRADING LIMIT
	INLET PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE
SB-1	SOIL BORING LOCATION
TO	CURB AND GUTTER (T.O = TIP OUT)
	PROPOSED MANHOLE STORM
	PROPOSED CATCH BASIN OR CATCH BASIN MANHOLE STORM
	PROPOSED GATE VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED MANHOLE SANITARY
	PROPOSED SIGN
	PROPOSED LIGHT
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED WATER MAIN
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING WATER MAIN
	EXISTING GAS MAIN
	EXISTING UNDERGROUND ELECTRIC
	EXISTING UNDERGROUND CABLE
	EXISTING MANHOLE
	EXISTING CATCH BASIN
	EXISTING HYDRANT
	EXISTING STOPBOX
	EXISTING GATE VALVE
	EXISTING ELECTRIC BOX
	EXISTING LIGHT
	EXISTING GAS METER
	EXISTING GAS VALVE

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SHEET INDEX

SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
V1.0	SITE SURVEY
V2.0	SUBDIVISION PLAN
C1.0	OVERALL REMOVALS PLAN
C2.0	OVERALL SITE PLAN
C2.1	SITE PLAN NORTH
C2.2	SITE PLAN SOUTH
C3.0	GRADING PLAN
C3.1	GRADING PLAN NORTH
C3.2	GRADING PLAN SOUTH
C4.0	UTILITY PLAN
C4.1	UTILITY PLAN NORTH
C4.2	UTILITY PLAN SOUTH
C5.0	CIVIL DETAILS
C5.1	CIVIL DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN NORTH
L1.2	LANDSCAPE PLAN SOUTH

CivilSite GROUP
4931 W. 35TH ST. SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com
612-615-0060

kaas wilson architects

PROJECT

CEDAR POINT 2 APARTMENTS & TOWNHOMES

16TH AVE. S, RICHFIELD MINNESOTA 55423

SIMMONS GROUP/NHH PROPERTIES

317 2ND AVE. S, SUITE 800, MINNEAPOLIS MN, 55401

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Matthew R. Pavek

DATE 08/06/18 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
08/06/18	CITY SUBMITTAL

REVISION SUMMARY

DATE	DESCRIPTION

PROJECT NUMBER: 18137

TITLE SHEET

C0.0

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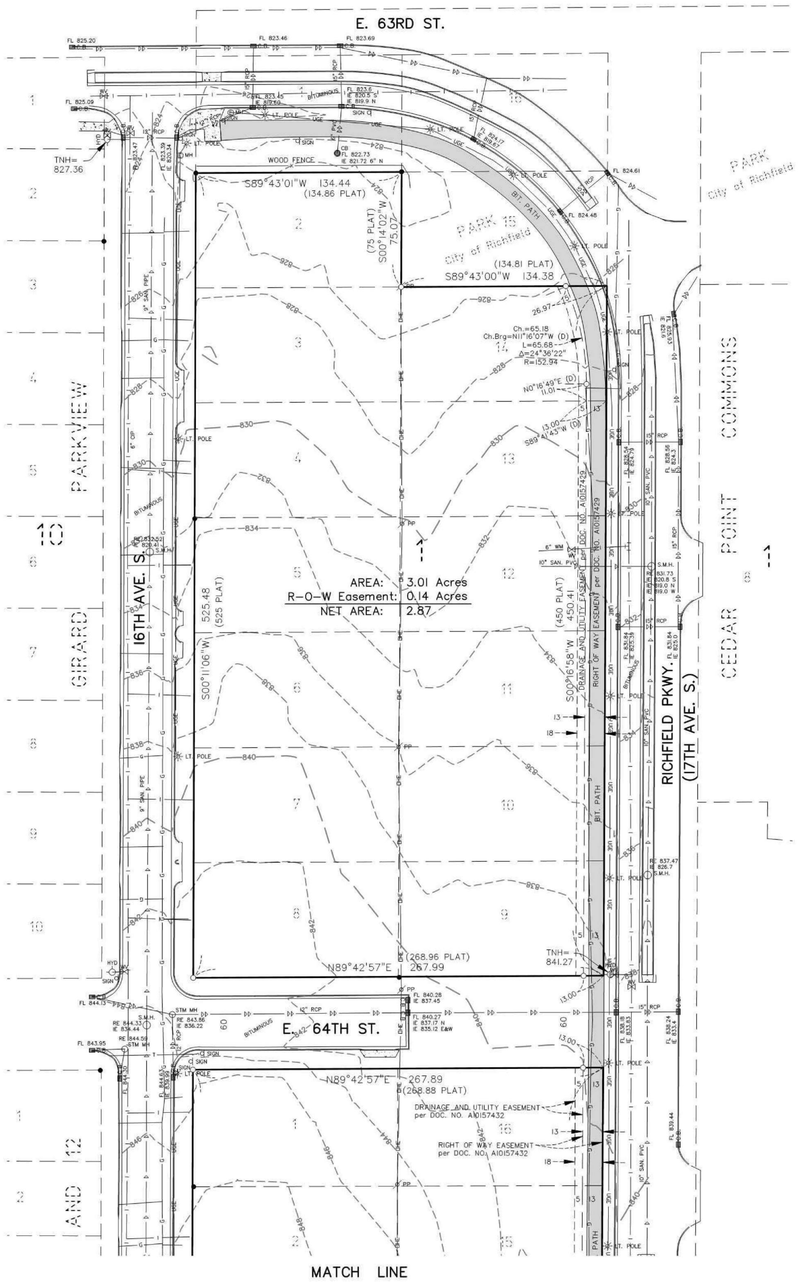
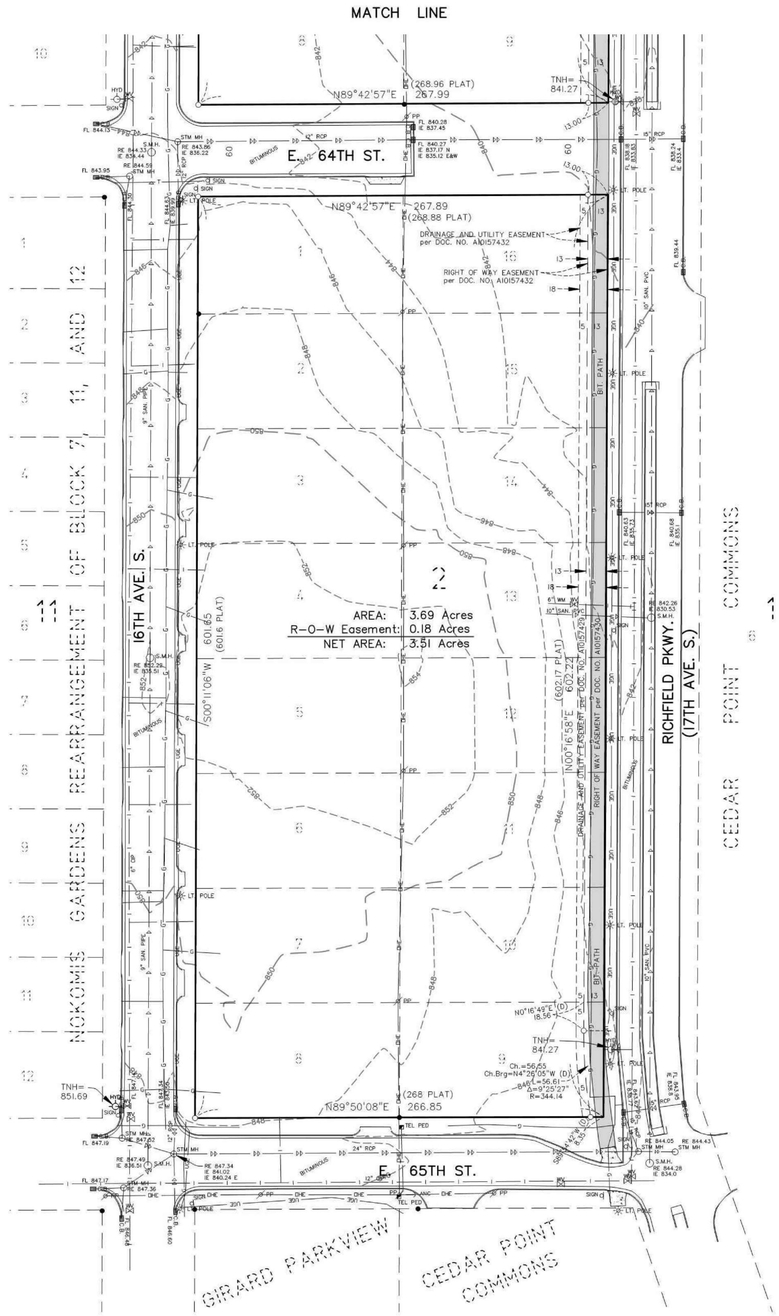




0 40 80 120

1 INCH = 40 FEET

○ Denotes a 1/2 Inch x 14 Inch Iron Pipe set with a Plastic Cap Stamped 13057

● Denotes an Iron Monument Found

LEGEND

- Denotes Existing Water Hydrant
- Denotes Existing Water Valve
- Denotes Existing Sanitary Sewer Manhole
- Denotes Existing Storm Sewer Manhole
- Denotes Existing Catch Basin
- Denotes Existing Telephone Manhole
- Denotes Existing Telephone Pedestal
- Denotes Existing Power Pole
- Denotes Existing Guy Wire
- Denotes Existing Traffic Sign
- Denotes Existing Light Pole
- Denotes Existing Watermain
- Denotes Existing Sanitary Sewer
- Denotes Existing Storm Sewer
- Denotes Existing Fence
- Denotes Existing Fiber Optic Line
- Denotes Existing Overhead Electric Line

BENCH MARK: 841.30 FT. (NAVD88)

Hennepin County Control Point Number 6608
Monument Type: Aluminum Rod & Disk
MNDOT Name: MOTH
NW Quad, State Hwy 62 & Cedar Ave.

REV NO.	DATE	DESCRIPTION
1	1/14/2016	added services per City asbuilts

DATE: 12/03/2015
BOOK/PAGE: 265/75
DRAWN BY: DM
CHECKED BY: LPC
DWG: 9044-20-ALTA.dwg
TEXT: –
FILE NO.: 9044-20-10

Oliver Surveying & Engineering, Inc.
Land Surveying · Civil Engineering · Land Planning
580 Dodge Ave. Elk River, Minnesota 55330
(763) 441-2072 - fax: (763) 441-3665
www.oliver-se.com

IVERSON'S SECOND ADDITION
RICHFIELD, MN
FOR
BOISCLAIR CORPORATION
ALTA/ACSM LAND TITLE SURVEY

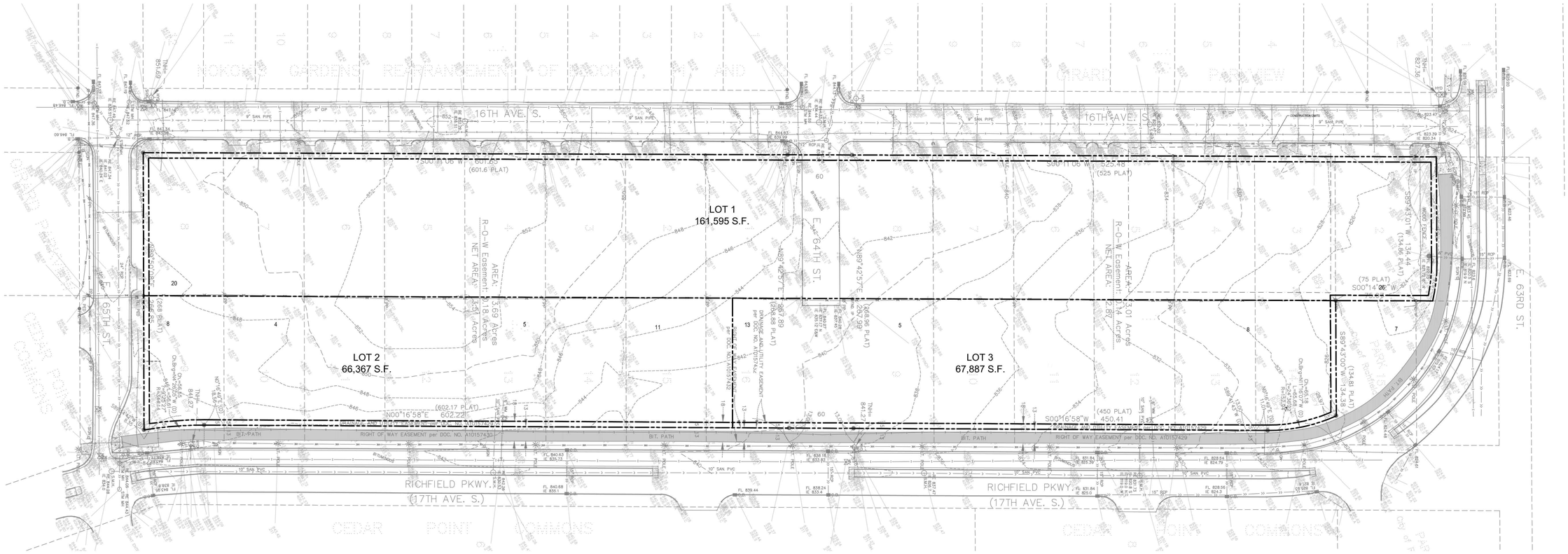
SHEET NO. 1 OF 2

REVISION SUMMARY

DATE	DESCRIPTION

SITE SURVEY

V1.0



PRELIMINARY PLAT NOTES:

1. PROPOSED NAME OF SUBDIVISION: CEDAR POINT TWO APARTMENTS AND TOWNHOMES
2. LEGAL DESCRIPTION OF THE PROPERTY:

   BLOCK 001
   LOT 002 - LOT 014

   BLOCK 002
   LOT 001 - LOT 016

   16TH AVE. S. RICHFIELD, MN, 55423

3. SITE ADDRESS: 16TH AVE S. RICHFIELD, MN, 55423
4. PROPERTY OWNER: SIMMONS GROUP/NHH PROPERTIES
5. SUBDIVIDER: SIMMONS GROUP/NHH PROPERTIES
6. ENGINEER: CIVIL SITE GROUP, 4931 W 35TH ST, SUITE 200, ST. LOUIS PARK, MN 55416
7. SURVEYOR: CIVIL SITE GROUP, 4931 W 35TH ST, SUITE 200, ST. LOUIS PARK, MN 55416
8. CURRENT ZONING: MR-3, HIGH DENSITY-MULTI FAMILY
9. PROPOSED ZONING: MR-3 HIGH DENSITY-MULTI FAMILY W/ CONDITIONS PER PUD DEVELOPMENT AGREEMENT
10. THE GROSS LAND AREA (EXISTING) IS 307,969 +/- SQUARE FEET OR 7.07 +/- ACRES.
11. PROPOSED SUBDIVISION SUMMARY:

    LOT 1 (N): 161,595 +/- SQUARE FEET OR 3.71 +/- ACRES

    LOT 2: 66,367 +/- SQUARE FEET OR 1.52 +/- ACRES

    LOT 3 (S): 67,887 +/- SQUARE FEET OR 1.56 +/- ACRES

ZONING NOTES:

ZONING REGULATIONS

SETBACKS: TO BE DECIDED UPON CONDITIONAL APPROVAL OF THE PROPOSED UNIT DEVELOPMENT (PUD)

FRONT YARD : TBD
SIDE YARD : TBD
SIDE YARD : TBD
REAR YARD : TBD

PRELIMINARY PLAT LEGEND:

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT LINE
- PROPOSED SETBACK LINE

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N

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20'-0' 0 40'-0"

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612-615-0060

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SUBDIVISION PLAN

V2.0

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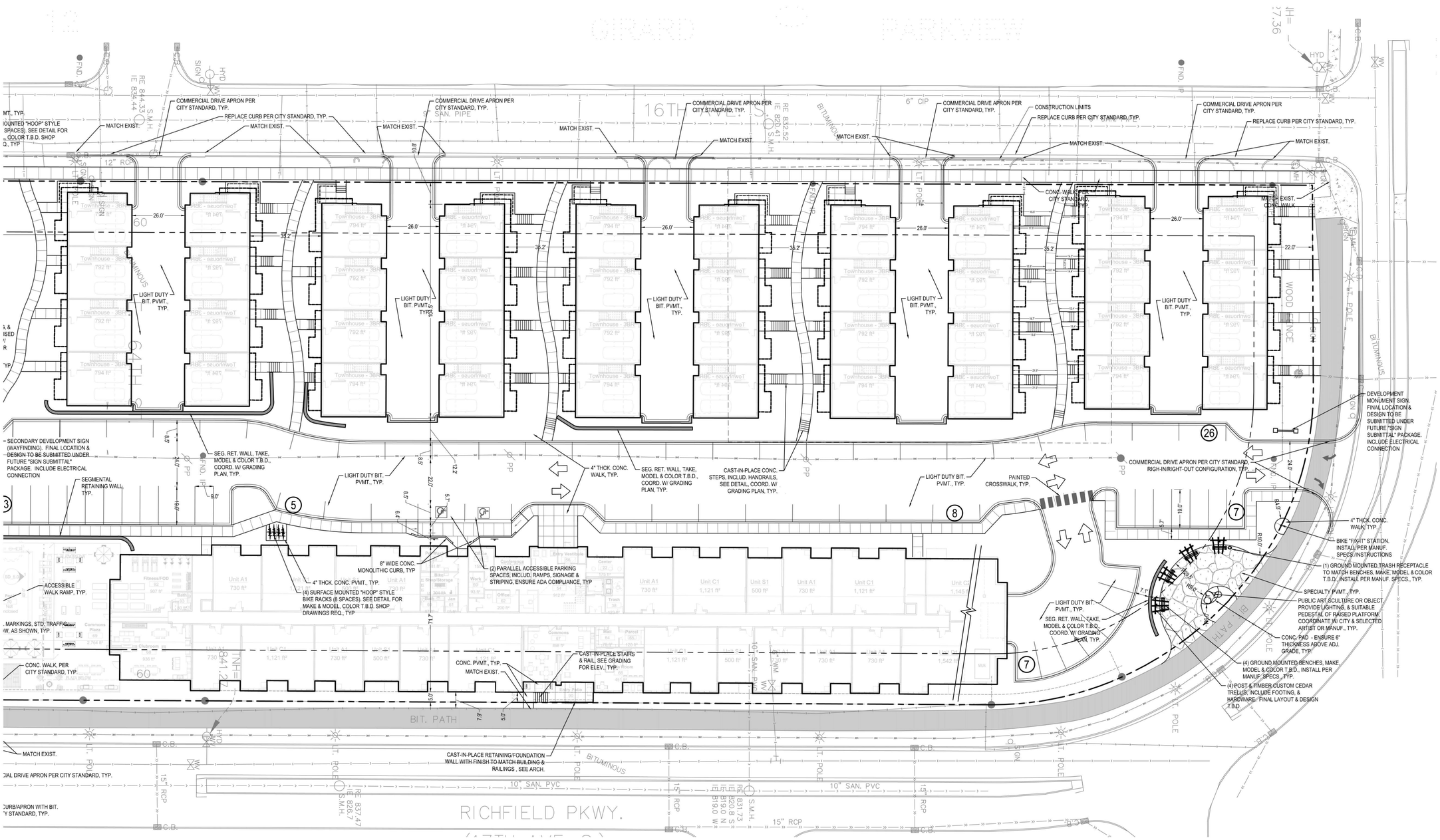

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SITE PLAN NORTH

C2.1

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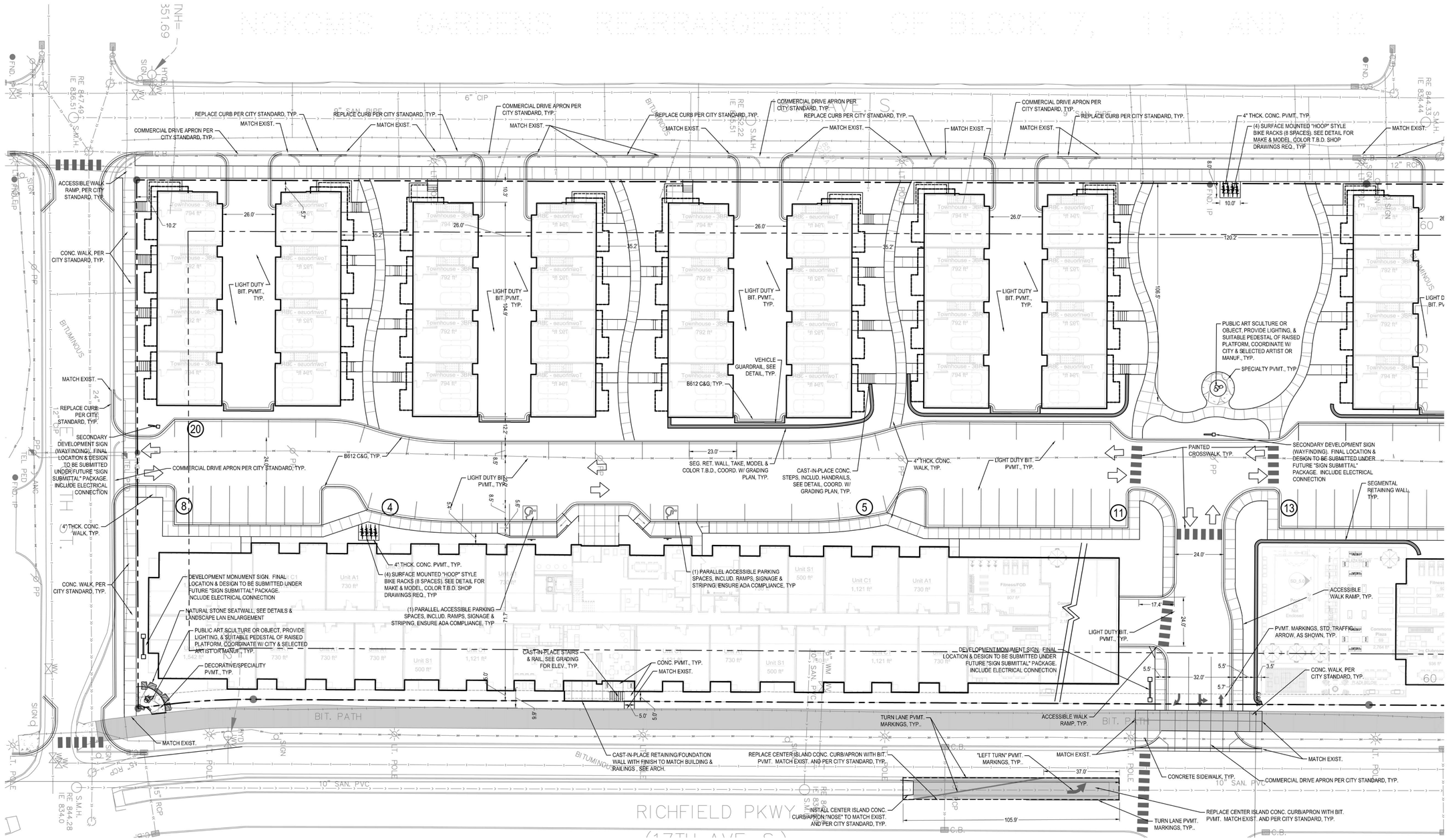

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10'-0" 0 20'-0"

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16TH AVE. S, RICHFIELD MINNESOTA 55423

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SITE PLAN SOUTH

C2.2

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SITE TOTALS:

APT UNITS - 218
APT PARKING
BELOW GRADE (APTS) - 188

TH UNITS - 72
TH PARKING
GARAGE SPACES - 188

SURFACE PARKING
AT GRADE TOTAL - 68

N

kaas wilson architects
1301 American Blvd E.
Suite 100
Bloomington, MN 55425
tel: (612) 879-6000
www.kaaswilson.com

Civil:
Civil Site Group

Structural:

MEP:

Interiors:

Project:
CedarPoint 2 - Apts and TH's

Owner:
Simmons Group/NHH Properties

Project Number	18045
Date	8-06-2018

NOT FOR CONSTRUCTION

Date

Revision

Rev. No.

Site Plan

A100

C:\Revit Local\18045-Simmons-Richfield-16th Ave - Site Model_lkern.rvt

8/6/2018 10:33:28 AM

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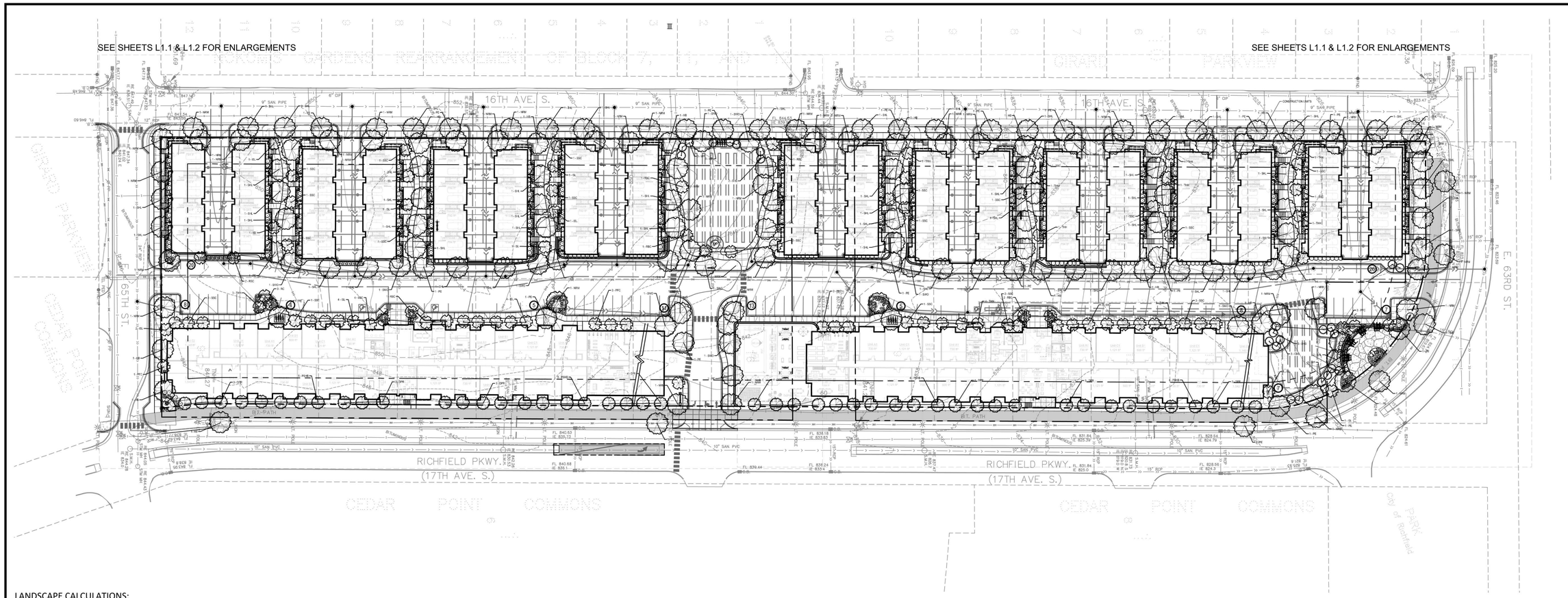

LANDSCAPE CALCULATIONS:

REQUIRED LANDSCAPE CALCULATIONS:

NUMBER OF DWELLING UNITS	282
MATERIAL TYPE	REQ. NUMBERS
OVERSTORY/CONIFER TREES	282
ORNAMENTAL TREES	282
UNDERSTORY SHRUBS	SEE CHART

CITY OF RICHFIELD ZONING ORD., SECTION 544.03, SUBD. 5
Subd. 5. Residential sites. Residential sites shall be landscaped to improve the livability, beauty and value of housing; to screen and mitigate views of large parking areas; to reduce the effect of traffic noise; to provide shade; and to help protect water quality.
a) Quantities. These requirements are in addition to any plantings in the public

CITY OF RICHFIELD ZONING ORD., SECTION 544.03, SUBD. 4
d) Minimum sizes of ornamental trees and shrubs: Ornamental trees shall generally have a minimum caliper of 1-½ inches. (Caliper and height requirements apply only to trees needed to satisfy the City's quantity requirements. Once these are satisfied, any size can be used.) Shrubs shall be five (5) gallons in size.
e) Tree sizes: For sites requiring nine (9) trees or fewer, overstory trees shall have a minimum caliper of 2.5 inches, and coniferous trees shall be a minimum of six (6) feet in height. For sites requiring ten (10) trees or more as determined by the following subdivisions, distributions shall

	Single- and Two-Family Dwellings	Multiple-Family Dwellings
Overstory deciduous trees	1 per dwelling unit	1 per dwelling unit
Coniferous trees	May be substituted on a one-for-one basis for the overstory deciduous trees	
Ornamental deciduous trees	1 per unit	
Understory shrubs	Foundation plantings are required in all areas visible from the public street.	Foundation plantings are required in all visible areas

BUILDING HEIGHT (STORIES)	MIN. OVERSTORY TREE SIZE (CAL. IN.)			REQUIRED SIZES FOR PROPOSED 4 STORY		
	2.5	3.5	4.5	2.5	3.5	4.5
1	70%	20%	10%			
2	60%	20%	20%			
3	50%	30%	20%			
4	40%	30%	30%	113	85	85
5	30%	40%	30%			

PLANT SCHEDULE - ENTIRE SITE

	SYM	QUANT. TOTAL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	POLLINATOR FRIENDLY	NATIVE	COMMENTS
TREES 203			DECIDUOUS TREES						
	NRM	47	NORTHWOOD RED MAPLE	Acer rubrum 'Northwood'	2.5" CAL.	B&B			STRAIGHT LEADER. FULL FORM
	SHL	61	SKYLINE HONEYLOCUST	Gleditsia triacanthos 'Skycole'	2.5" CAL.	B&B			STRAIGHT LEADER. FULL FORM
	HB	15	Hackberry	Celtis occidentalis	2.5" CAL.	B&B			
	PSHB	20	Prairie Sentinel Hackberry	Celtis occidentalis 'JFS-KSU1'	2.5" CAL.	B&B			
	SWO	12	Swamp White Oak	Quercus bicolor	2.5" CAL.	B&B			
	DPB	27	Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	2.5" CAL.	B&B			
	PE	26	Patriot Elm	Ulmus 'Patriot'	2.5" CAL.	B&B			
			EVERGREEN TREES						
	BHS	11	BLACK HILLS SPRUCE	Picea glauca 'Densata'	6' ht.	B&B			STRAIGHT LEADER. FULL FORM
	CBS	3	COLORADO SPRUCE	Picea pungens	6' ht.	B&B			STRAIGHT LEADER. FULL FORM
	WP	11	White Pine	Pinus strobus	6' ht.	B&B			
ORNAMENTAL TREES 90			ORNAMENTAL TREES	Malus 'Spring Snow'	1.5" CAL.	B&B			STRAIGHT LEADER. FULL FORM
	PFC	10	PRAIRIEFIRE FLOWERING CRAB	Malus 'Prairiefire'	1.5" CAL.	B&B			STRAIGHT LEADER. FULL FORM
	SSC	34	SPRING SNOW FLOWERING CRAB	Malus 'Spring Snow'	1.5" CAL.	B&B			STRAIGHT LEADER. FULL FORM
	THH	19	THORNLESS HAWTHORN	Crataegus crus-galli 'Inermis'	1.5" CAL.	B&B			STRAIGHT LEADER. FULL FORM
	RBC	8	Red Baron Flowering Crab	Malus 'Red Baron'	1.5" CAL.	B&B			
	ISL	19	Ivory Silk Tree Lilac (tree form)	Syringa reticulata 'Ivory Silk (tree form)'	1.5" CAL.	B&B			
			SHRUBS - CONIFEROUS & EVERGREEN						
	MJ		MEDORA JUNIPER	Juniperus scopulorum 'Medora'	36" HT.	CONT.			
	AC		ALPINE CURRANT	Ribes alpinum	24" HT.	CONT.			
	NCB		NORTHERN CHARM BOXWOOD	Buxus 'Wilson'	24" HT.	CONT.			
	DKL		DWARF KOREAN LILAC	Syringa meyeri 'Palibin'	24" HT.	CONT.			
			PERENNIALS & GRASSES						
	KFG		KARL FOERSTER GRASS	Calamagrostis x acutiflora "Karl Foerster"	#1	CONT.			
	PMD		PARDON ME DAYLILLY	Hemerocallis 'Pardon Me'	#1	CONT.			
	BES		GOLDSTURM RUDBECKIA	Rudbeckia fulgida 'Goldsturm'	#1	CONT.			
	LTC		LITTLE TITCH CATMINT	Nepeta racemosa 'Little Titch'	#1	CONT.			

LANDSCAPE NOTES:

1. WHERE SHOWN, SHRUB & PERENNIAL BEDS SHALL BE MULCHED WITH 4" DEPTH (MINIMUM AFTER INSTALLATION AND/OR TOP DRESSING OPERATIONS) OF SHREDDED CYPRESS MULCH.
2. 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.
3. IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
4. 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.
5. 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.
6. 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.
7. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" LAYER LOAM AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
8. 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.
9. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
10. REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
11. SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
12. REPAIR AT NO COST TO THE OWNER IRRIGATION SYSTEM DAMAGED FROM LANDSCAPE CONSTRUCTION ACTIVITIES.
13. 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.
14. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.
15. CONTACT DON ZART AT (612)-673-2726 FOR COORDINATION REGARDING PARK DEDICATION FEES

IRRIGATION NOTES:

1. ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
3. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
4. SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
5. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
6. IRRIGATION WATER LINE CONNECTION SIZE IS 1-½" AT BUILDING. VERIFY WITH MECHANICAL PLANS.COVAGE.
7. ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
8. ALL LATERAL LINES SHALL BE 12" BELLOW FINISHED GRADE.
9. ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
10. CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
11. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
12. FABRICATE ALL PIPE TO MANUFACTURE'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
13. BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
14. ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
15. GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
16. IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
17. CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
18. AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
19. ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
20. USE SCREENS ON ALL HEADS.
21. A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
22. ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
23. ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTENT 3" BEYOND PERIMETER OF VALVE BOX.
24. THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

POLLINATOR SAFE PLANT MATERIAL:

1. THE CONTRACTOR SHALL PROVIDE ONLY PLANT MATERIAL FREE OF NEONICOTINOID BASED INSECTICIDES AND/OR TREATMENTS OF ANY KIND, INCLUDING BY NOT LIMITED TO IMIDACLOPRID (CONFIDOR, ADMIRE, GAUCHO, ADVOCATE), THIAMETHOXAM (ACTARA, PLATINUM, CRUISER), CLOTHIANIDIN (PONCHO, DANTOSU, DANTOP), ACETAMIPRID (MOSPILAN, ASSAIL, CHIPCOTRISTAR), THIACLOPRID (CALYPSO), DINOTEFURAN (STARKLE, SAFARI, VENOM), AND NITENPYRAM (CAPSTAR, GUARDIAN).
2. CONTRACTOR SHALL CERTIFY, THROUGH SUPPLIERS POLICY STATEMENT OR AFFIDAVIT, THAT NO NEONICOTINOID BASED INSECTICIDES HAVE BEEN USED ON SITE OR DIRECTLY ADJACENT TO THE GROWING OR STORAGE PLOTS OF THE SUPPLIED PLANT MATERIAL, INCLUDING THE PLANTING OF AGRICULTURAL (OR OTHER) SEED TREATED WITH NEONICS.

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
- 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.

GOPHER STATE ONE CALL
WWW.GOPHERSTATEONECALL.ORG
(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL

1" = 40'-0"
20'-0" 0 40'-0"

CivilSite GROUP
4931 W. 35TH ST. SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com
612-615-0060

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PROJECT
CEDAR POINT 2 APARTMENTS & TOWNHOMES
16TH AVE. S, RICHFIELD MINNESOTA 55423
SIMMONS GROUP/NHH PROPERTIES
317 2ND AVE. S, SUITE 800, MINNEAPOLIS MN, 55401

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
08/06/18	CITY SUBMITTAL

REVISION SUMMARY

DATE	DESCRIPTION

PROJECT NUMBER: 18137

LANDSCAPE PLAN

L1.0

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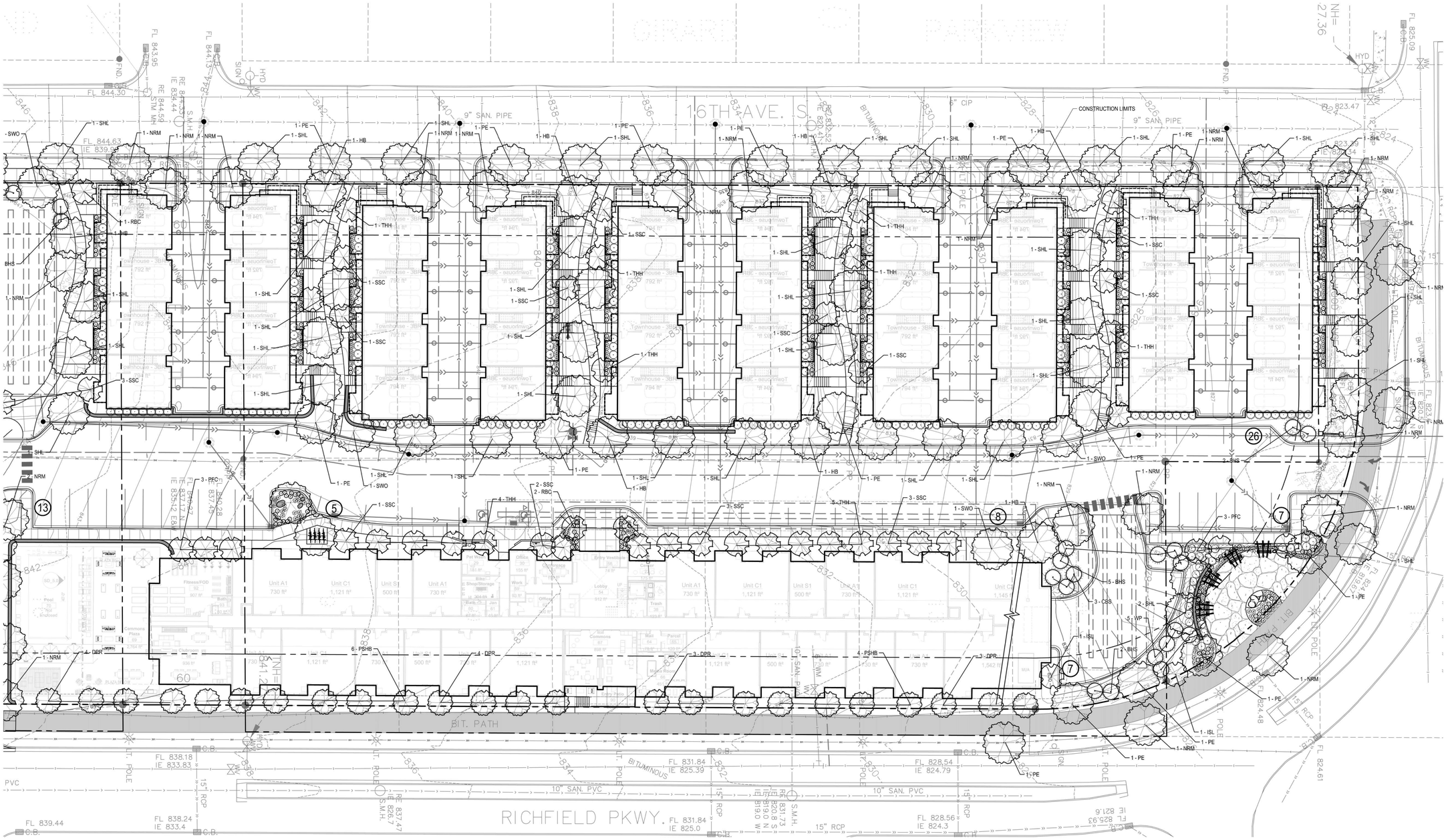
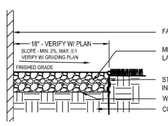
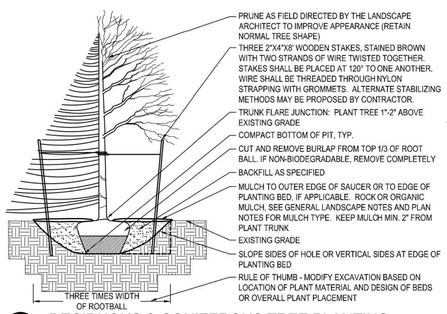
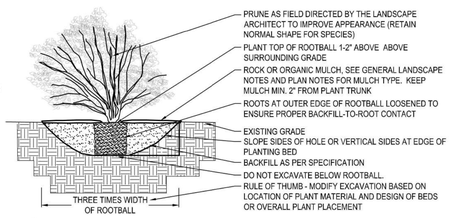




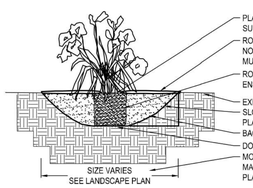
1 AGGREGATE MAINTANENCE STRIP
NTS



2 DECIDUOUS & CONIFEROUS TREE PLANTING
NTS



3 DECIDUOUS & CONIFEROUS SHRUB PLANTING
NTS



4 PERENNIAL BED PLANTING
NTS

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PROJECT

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ISSUE/SUBMITTAL SUMMARY

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PROJECT NUMBER: 18137

LANDSCAPE PLAN
NORTH

L1.1

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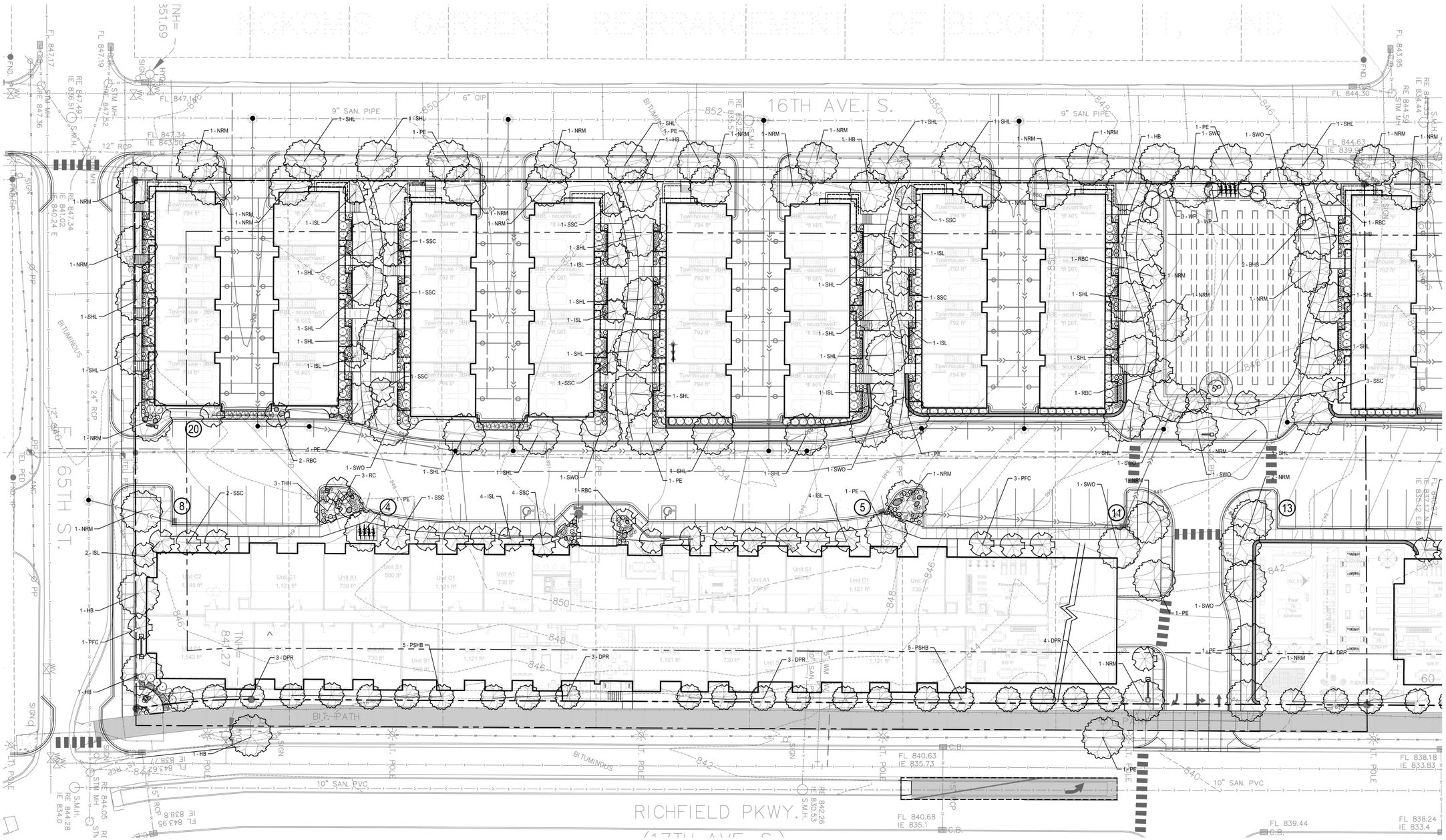

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1" = 20'-0"
10'-0" 0 20'-0"

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UTILITY PLAN
SOUTH

L1.2

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MATERIAL QUANTITIES:
CFB LAP - 3,889SF / 17%
CFB PANEL - 7,723SF / 34%
CFB WOOD LOOK - 1,267SF / 6%
MASONRY (BRICK) - 1,362SF / 6%
MASONRY (CMU) - 2,454SF / 10%
GLAZING - 6,188SF / 27%

1 East Elevation
1/16" = 1'-0"

MATERIAL QUANTITIES:
CFB LAP - 719SF / 22%
CFB PANEL - 971SF / 29%
CFB WOOD LOOK - 180SF / 5%
MASONRY (CMU) - 691SF / 21%
GLAZING - 782SF / 23%

2 North Elevation
1/16" = 1'-0"

MATERIAL QUANTITIES:
CFB LAP - 4816SF / 23%
CFB PANEL - 6682SF / 31%
CFB WOOD LOOK - 1390SF / 7%
MASONRY (BRICK) - 688SF / 3%
MASONRY (CMU) - 1538SF / 7%
GLAZING - 6147SF / 29%

4 West Elevation
1/16" = 1'-0"

MATERIAL QUANTITIES:
CFB LAP - 697SF / 24%
CFB PANEL - 971SF 34%
CFB WOOD LOOK - 205SF / 7%
MASONRY (CMU) - 142SF / 5%
GLAZING - 843SF / 30%

3 South Elevation
1/16" = 1'-0"

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MEP:

Interiors:

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Exterior Elevations - APT

1/16"B= 1'-0"

A520

MATERIAL QUANTITIES:
CFB LAP - 661SF / 18%
CFB PANEL - 1536SF / 42%
MASONRY (CMU) - 256SF / 7%
GLAZING - 1185SF / 33%

1 Townhome Elevation - North
3/16" = 1'-0"

MATERIAL QUANTITIES:
CFB LAP - 489SF / 44%
CFB PANEL - 323SF / 29%
CFB WOOD LOOK - 63SF / 6%
MASONRY (CMU) - 87SF / 8%
GLAZING - 140SF / 13%

3 Townhome Elevation - West
3/16" = 1'-0"

MATERIAL QUANTITIES:
CFB LAP - 280SF / 7%
CFB PANEL - 1504SF / 40%
CFB WOOD LOOK - 264SF / 7%
MASONRY (CMU) - 840SF / 22%
GLAZING - 921SF / 24%

2 Townhome Elevation - South
3/16" = 1'-0"

MATERIAL QUANTITIES:
CFB PANEL - 688SF / 62%
MASONRY (CMU) - 281SF / 26%
GLAZING - 137SF / 12%

4 Townhome Elevation - East
3/16" = 1'-0"

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Exterior Elevations - Townhouses

A530

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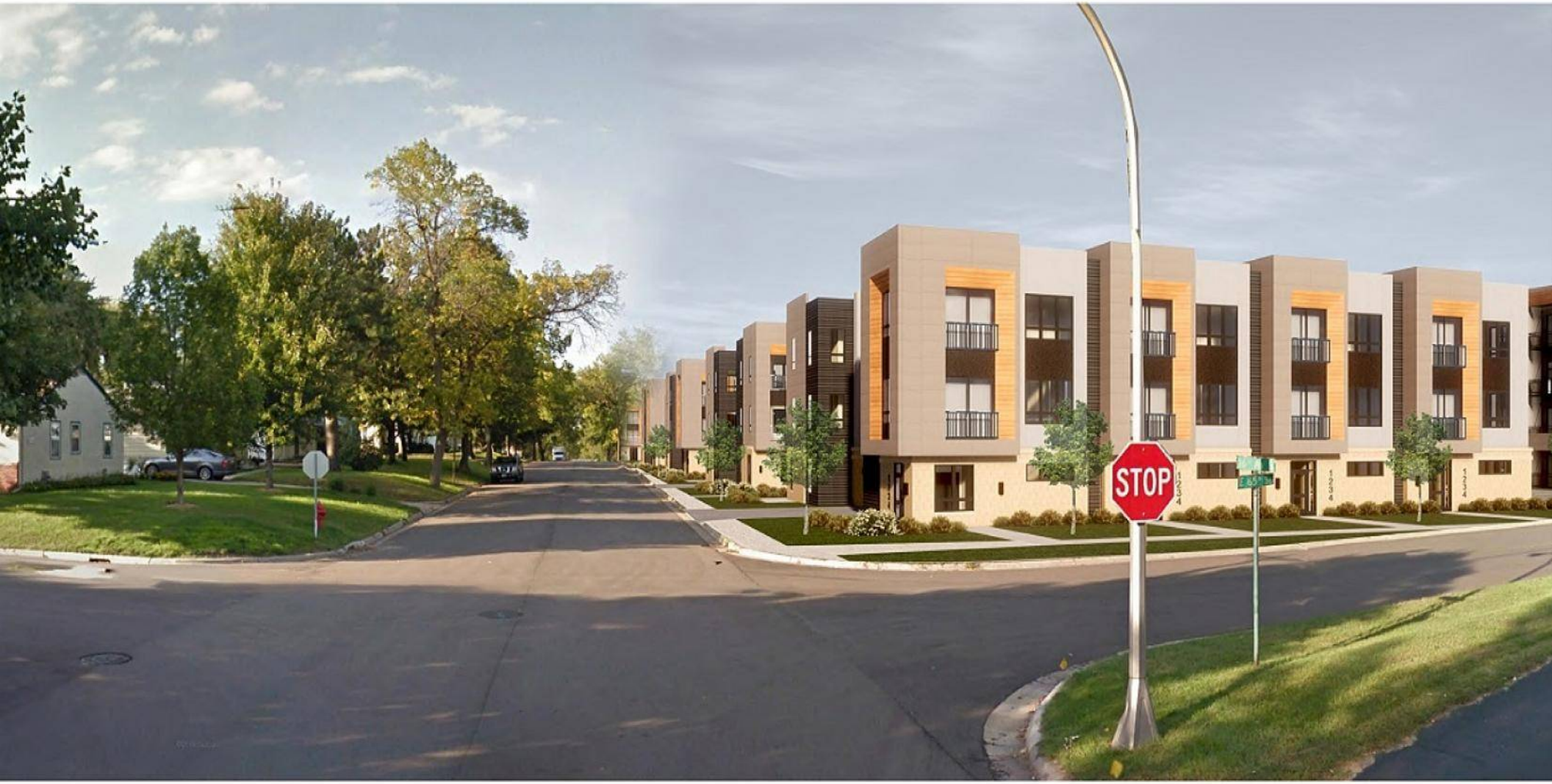

E. 65TH STREET AND 16TH AVENUE S. RENDERING

RICHFIELD PARKW

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Richfield Parkway Master Plan

Richfield Parkway and 65th St E, Richfield, MN

Rendering 1 - View Looking West from Richfield Parkway

Rendering 2 - View Looking North-West from Richfield Parkway

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Ext. Renderings

A001

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Rendering 3 - View Looking East from 16th Avenue S.

Rendering 4 - Townhouse View Looking East from 16th Avenue S.

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Ext. Renderings

A002

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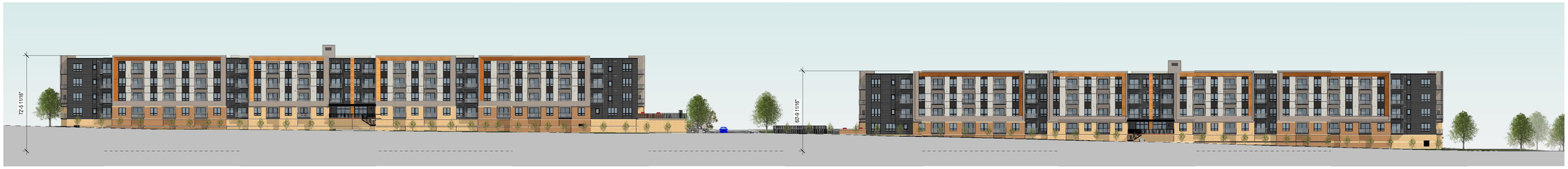
2 Townhome - West
1/32" = 1'-0"



5 Apartment - East
1/32" = 1'-0"

6 Apartment - West
1/32" = 1'-0"

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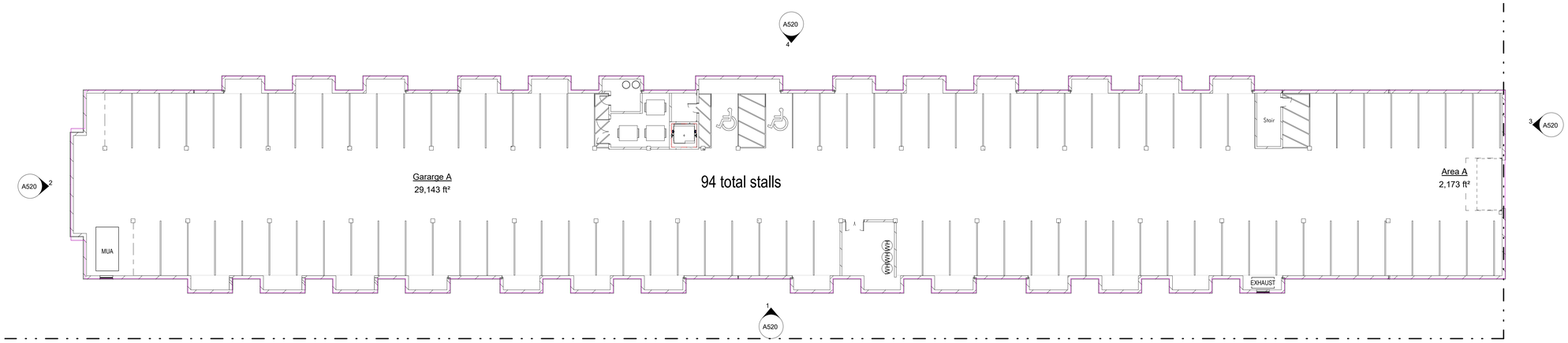
Rev. No.	Revision	Date

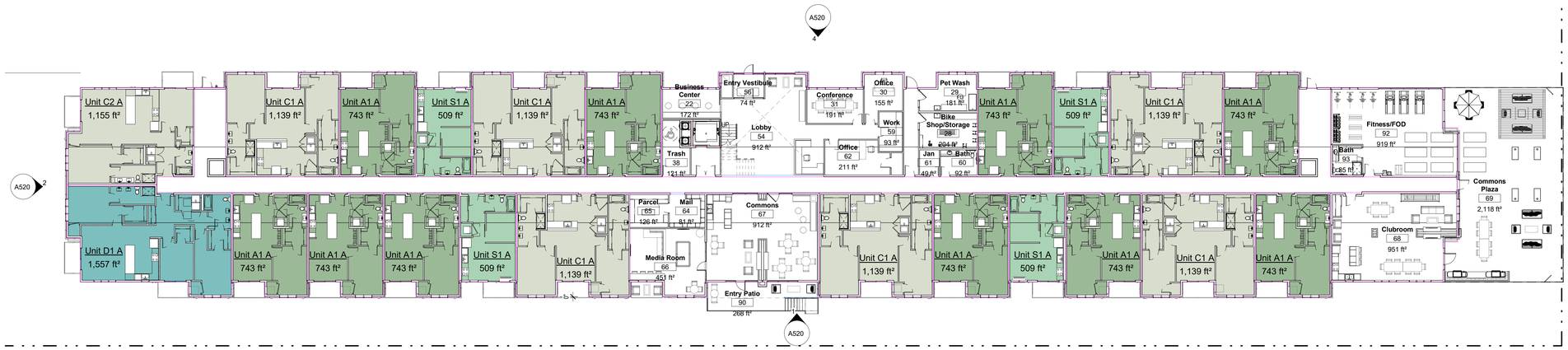
Exterior Elevations

1/32" = 1'-0"

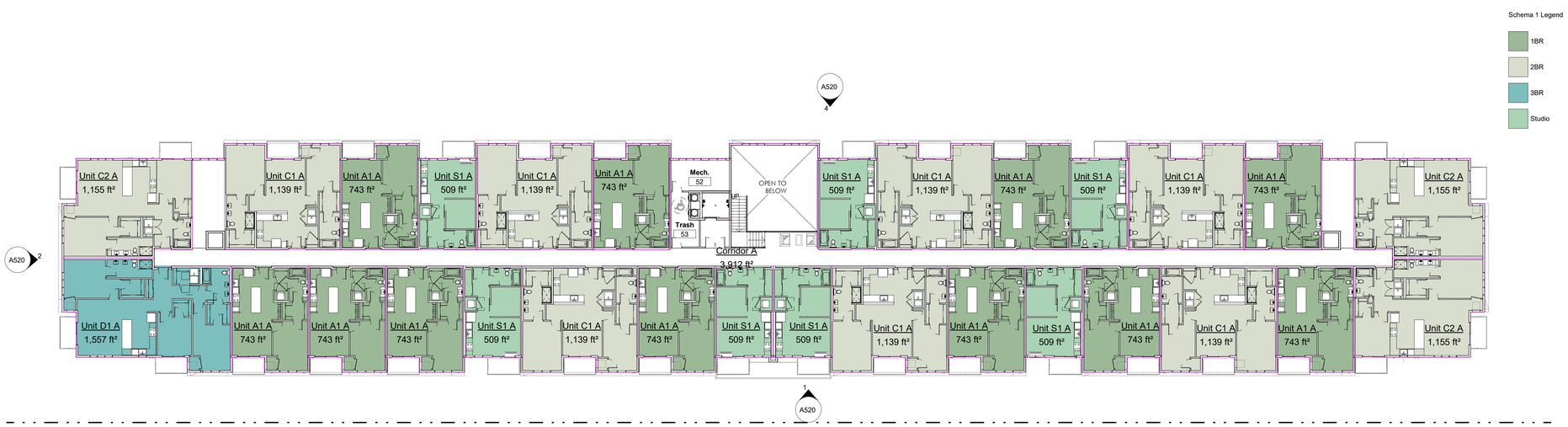
A500



2 Level -1 - Apartment Building B
1/16" = 1'-0"



1 Level 1- Apartment Building B
1/16" = 1'-0"



3 Level 2 - Apartment Building B
1/16" = 1'-0"

Parking Schedule

Type	Count
Level -1	
	94
	94
	94

Total Gross Area - Apt

Level	Area
Level -1	31,316 ft²
Level 1	28,629 ft²
Level 2 - Apartment Building B	28,635 ft²
Level 3 - Apartment Building B	28,635 ft²
Level 4 - Apartment Building B	28,635 ft²
Grand total	145,850 ft²

Residential Unit Mix

Name	Unit Type	Count	Unit Gross Area Main Floor	Total Net Area
Unit A1	1BR	43	743 ft²	670 ft²
Unit C1	2BR	27	1,139 ft²	927 ft²
Unit C2	2BR	10	1,155 ft²	1,055 ft²
Unit D1	3BR	4	1,557 ft²	1,455 ft²
Unit S1	Studio	25	509 ft²	445 ft²
Grand total: 109		109		

Unit Mix by Floor

Name	Count	Unit Type	Bed Rooms	Area	Total Area
Level 1					
Unit A1	10	1BR	10	743 ft²	7,425 ft²
Unit C1	6	2BR	12	1,139 ft²	6,832 ft²
Unit C2	1	2BR	2	1,155 ft²	1,155 ft²
Unit D1	1	3BR	3	1,557 ft²	1,557 ft²
Unit S1	4	Studio	4	509 ft²	2,036 ft²
	22		31		19,005 ft²
Level 2 - Apartment Building B					
Unit A1	11	1BR	11	743 ft²	8,168 ft²
Unit C1	7	2BR	14	1,139 ft²	7,970 ft²
Unit C2	3	2BR	6	1,155 ft²	3,464 ft²
Unit D1	1	3BR	3	1,557 ft²	1,557 ft²
Unit S1	7	Studio	7	509 ft²	3,563 ft²
	29		41		24,722 ft²
Level 3 - Apartment Building B					
Unit A1	11	1BR	11	743 ft²	8,168 ft²
Unit C1	7	2BR	14	1,139 ft²	7,970 ft²
Unit C2	3	2BR	6	1,155 ft²	3,464 ft²
Unit D1	1	3BR	3	1,557 ft²	1,557 ft²
Unit S1	7	Studio	7	509 ft²	3,563 ft²
	29		41		24,722 ft²
Level 4 - Apartment Building B					
Unit A1	11	1BR	11	743 ft²	8,168 ft²
Unit C1	7	2BR	14	1,139 ft²	7,970 ft²
Unit C2	3	2BR	6	1,155 ft²	3,464 ft²
Unit D1	1	3BR	3	1,557 ft²	1,557 ft²
Unit S1	7	Studio	7	509 ft²	3,563 ft²
	29		41		24,722 ft²
Grand total: 109	109		154		93,172 ft²

Deck Count / Area Calculation
Level 1: 24 Decks @ 50 sf. = 1,200 sf.
Level 2: 33 Decks @ 50sf. = 1,650 sf.
Level 3: 33 Decks @ 50 sf. = 1,650 sf.
Level 4: 33 Decks @ 50 sf. = 1,650 sf.
Total Deck Count: 123 Decks / 6,150 sf.

kaas wilson architects
1301 American Blvd E.
Suite 100
Bloomington, MN 55425
tel: (612) 879-6000
www.kaaswilson.com

Civil:
Civil Site Group

Structural:

MEP:

Interiors:

Project:
CedarPoint 2 - Apts and TH's

Owner:
Simmons Group/NHH Properties

Project Number 18045

Date 8-06-2018

NOT FOR CONSTRUCTION

Date

Revision

Rev. No.

Apartment Buidling B - Level -1, 1, 2

A320

N

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8/6/2018 10:17:27 AM

Copyright Kaas Wilson

1 Level 3 - Apartment Building B
1/16" = 1'-0"

2 Level 4 - Apartment Building B
1/16" = 1'-0"

Parking Schedule

Type	Count
Level -1	
	94
	94
	94

Total Gross Area - Apt

Level	Area
Level -1	31,316 ft²
Level 1	28,629 ft²
Level 2 - Apartment Building B	28,635 ft²
Level 3 - Apartment Building B	28,635 ft²
Level 4 - Apartment Building B	28,635 ft²
Grand total	145,850 ft²

Unit Mix by Floor

Name	Count	Unit Type	Bed Rooms	Area	Total Area
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Unit A1	10	1BR	10	743 ft²	7,425 ft²
Unit C1	6	2BR	12	1,139 ft²	6,832 ft²
Unit C2	1	2BR	2	1,155 ft²	1,155 ft²
Unit D1	1	3BR	3	1,557 ft²	1,557 ft²
Unit S1	4	Studio	4	509 ft²	2,036 ft²
	22		31		19,005 ft²
Level 2 - Apartment Building B					
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Unit C1	7	2BR	14	1,139 ft²	7,970 ft²
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Unit S1	7	Studio	7	509 ft²	3,563 ft²
	29		41		24,722 ft²
Level 3 - Apartment Building B					
Unit A1	11	1BR	11	743 ft²	8,168 ft²
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Unit S1	7	Studio	7	509 ft²	3,563 ft²
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Civil:
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Structural:

MEP:

Interiors:

Project:
CedarPoint 2 - Apts and TH's

Owner:
Simmons Group/NHH Properties

Project Number 18045

Date 8-06-2018

NOT FOR CONSTRUCTION

Date

Revision

Rev. No.

Apartment Building B - Level 3, 4,

A321

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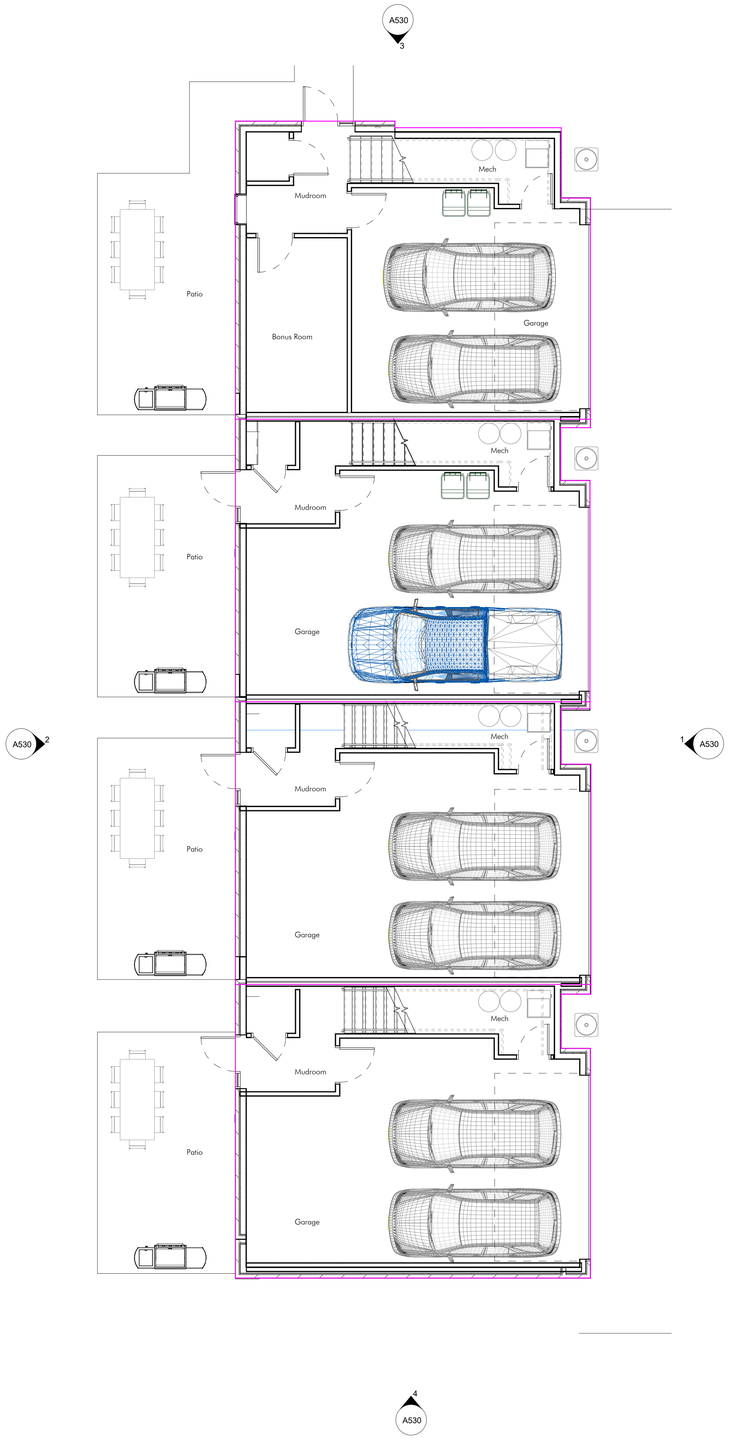
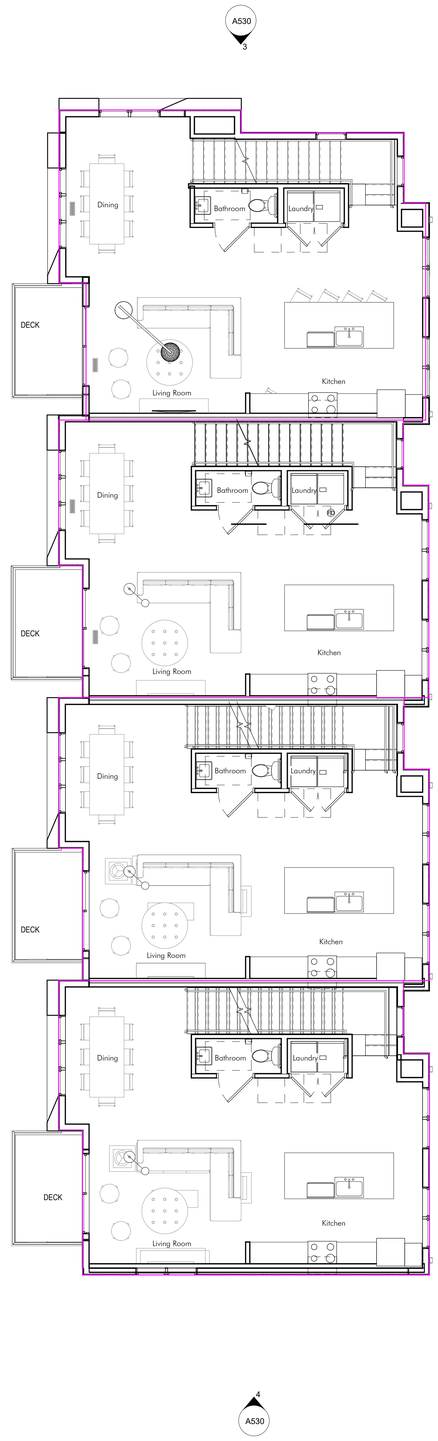
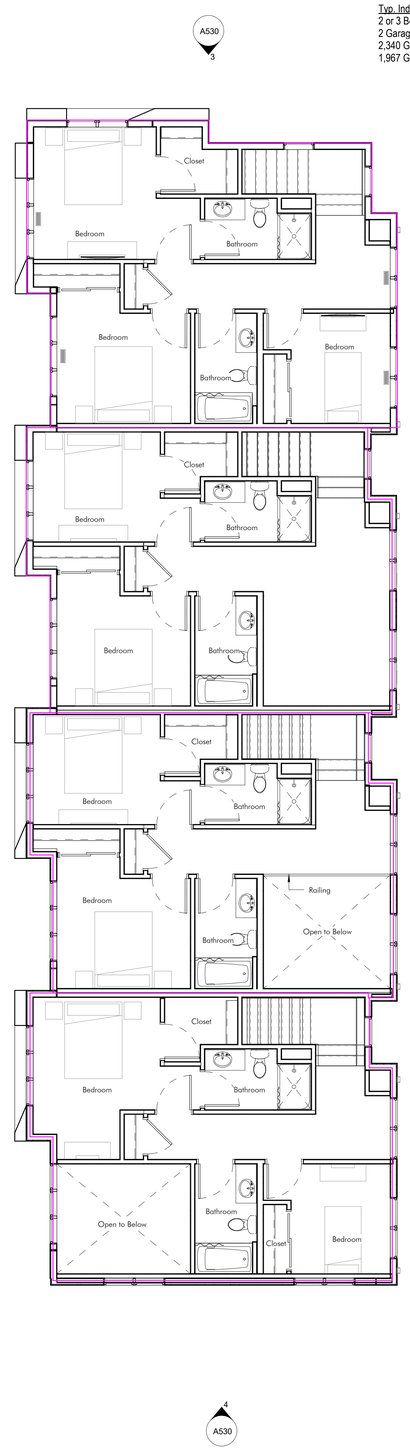


1 Level 1 - Townhouse
3/16" = 1'-0"



2 Level 2 - Townhouse
3/16" = 1'-0"



3 Level 3 - Townhouse
3/16" = 1'-0"

Gross Townhouse Building Sq. Ft.
Level 1: 3,046 Sq. Ft. (1,492 Sq. Ft. Garage)
Level 2: 3,157 Sq. Ft.
Level 3: 3,157 Sq. Ft.
Total Gross: 9,360 Sq. Ft.
Gross Livable: 7,868 Sq. Ft.

Typ. Individual Townhouse Unit Data
2 or 3 Bedrooms
2 Garage Spaces (373 Sq. Ft.)
2,340 Gross Sq Ft.
1,967 Gross Livable

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fax: (612) 879-6666
www.kaaswilson.com

Civil:
Civil Site Group

Project:
CedarPoint 2 - Apts and TH's

Owner:

Project Number	18045
Date	8-06-2018

NOT FOR CONSTRUCTION

Date

Revision

Rev. No.

Typical Townhouse Floor Plan,

A330

N

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Required Findings

Part 1: The following findings are necessary for approval of a PUD application (542.09 Subd. 3):

1. *The proposed development conforms to the goals and objectives of the City's Comprehensive Plan and any applicable redevelopment plans.* The City's Comprehensive Plan (and incorporated Cedar Avenue Corridor Master Plan) designates this area for high-density residential development that will be more capable of withstanding the impacts of the adjacent airport and will provide a buffer to single-family homes west of 16th Avenue. Further, the Comprehensive Plan calls for the creation of a balanced housing stock that is available to range of incomes and serves families at all stages of their life-cycle. The proposed plans achieve/further these goals and objectives.

2. *The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.* This requirement is met. The project is designed to achieve two important objectives: provide taller, new structures that will be more compatible with the impacts of the airport; and integrate and transition into the existing neighborhood in a way that will foster relationships between current and new residents.

3. *The development is in substantial conformance with the purpose and intent of the guiding district, and departures from the guiding district regulations are justified by the design of the development.* The development is in substantial compliance with the intent of the guiding MR-3, PAC, and CAC Districts. Departures from requirements are minimal and, in general, have been deliberately done in order to achieve specific results.

4. *The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or area proposed to serve the development.* The City's Public Works, Engineering, and Recreation Departments have reviewed the proposal and do not anticipate any issues.

5. *The development will not have undue adverse impacts on neighboring properties.* Undue adverse impacts are not anticipated. The site and the conditions of the resolution are designed to minimize any potential negative impacts on neighboring properties.

6. *The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.* The final development plan and conditional use permit resolution establish conditions sufficient to protect the public interest.

Part 2: All uses are conditional uses in a Planned Unit Development District. The findings necessary to issue a Conditional Use Permit (CUP) are as follows (Subd. 547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan*. See above – Part 1, #1.

2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* The use is consistent with the intent of the Planned Multi-Family Residential District and the underlying High-Density Multi-Family Residential (MR-3), Airport Runway Overlay (AR), and Cedar Avenue Corridor Overlay (CAC) Districts.

3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines*. See above – Part 1, #1

4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposed development is in substantial compliance with City performance standards.

5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any adverse impacts.

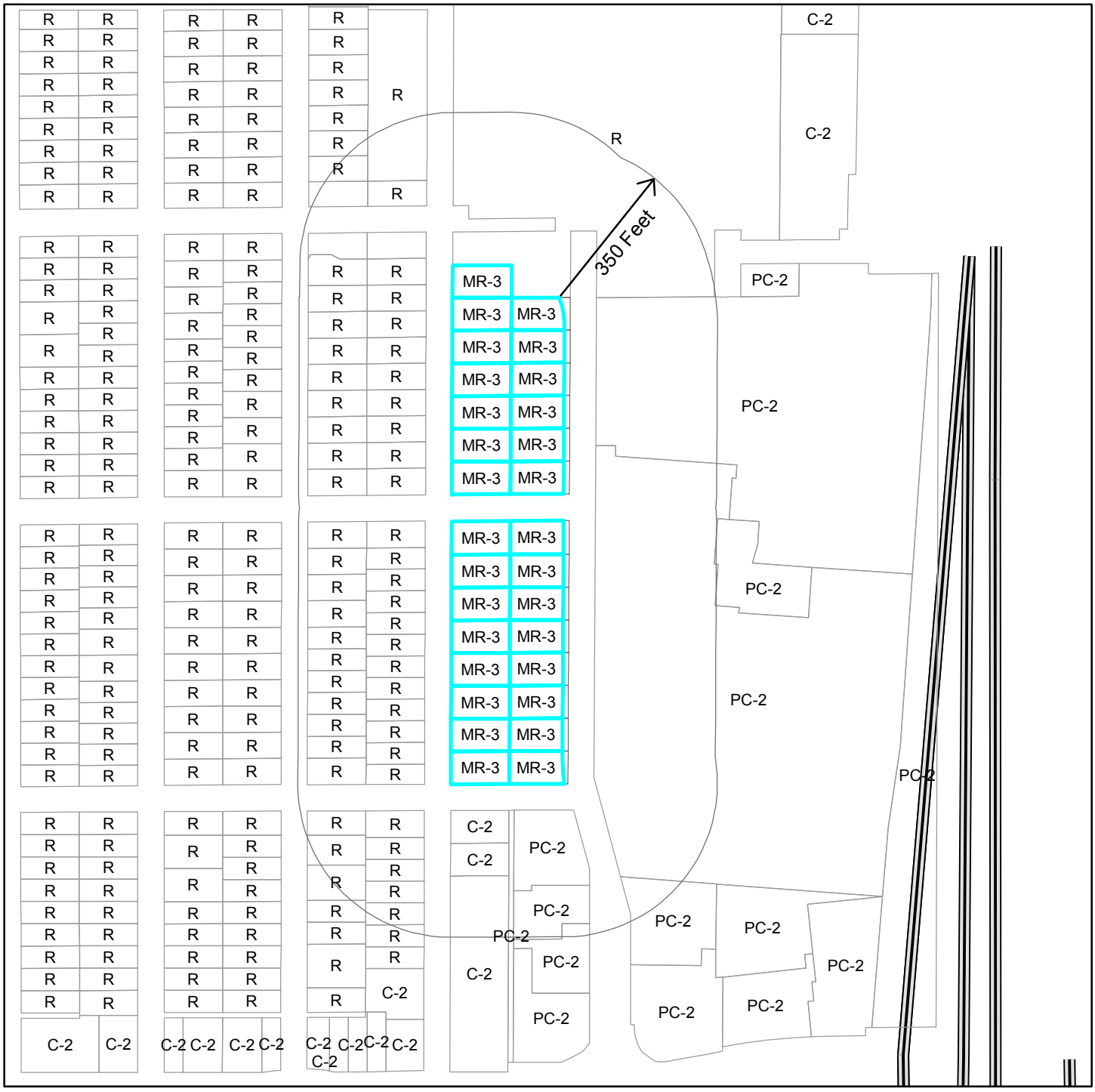
6. *The use will not have undue adverse impacts on the public health, safety, or welfare*. Adequate provisions have been made to protect the public health, safety and welfare from undue adverse impacts.

7. *There is a public need for such use at the proposed location*. See above – Part 1, #1.

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

Cedar Point II - 08/2018

Surrounding Zoning



Feet
0 180 360 720 1,080 1,440

MR-3 - High-Density Multi Family
R - Single-Family Residential
C-2 - General Commercial
PC-2 - Planned General Commercial

N

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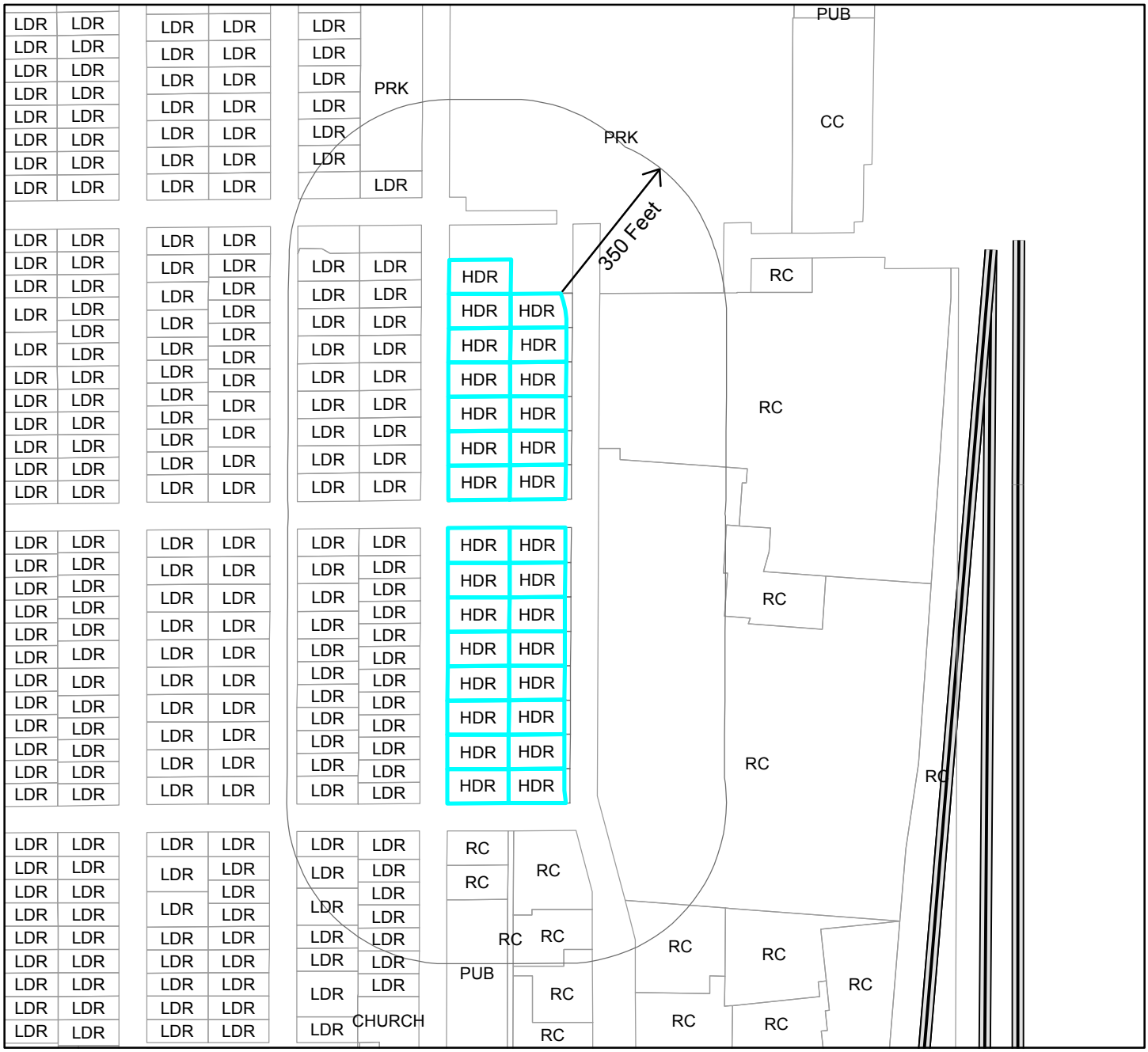
Cedar Point II - 08/2018

Surrounding Comprehensive Plan



0 180 360 720 1,080 1,440 Feet

HDR - High-Density Residential
LDR - Low-Density Residential
RC - Regional Commercial
CC - Community Commercial
PUB - Public/Quasi-Public
PRK - Park

N

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AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	10.

STAFF REPORT NO. 170
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY:	Julie Urban, Housing Manager
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 9/18/2018
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Steven L. Devich, City Manager 9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the second reading of an ordinance adopting a new City Code Section 409 relating to the sale of affordable rental housing and establishing notice and relocation assistance requirements for new owners.

EXECUTIVE SUMMARY:

In recent years, Naturally Occurring Affordable Rental Housing (NOAH) in Richfield and throughout the metro area has become vulnerable to being purchased, renovated and rents raised. While investment in our rental housing stock is welcomed, the increased rents that occur when NOAH is converted to market-rate housing have displaced countless residents from their homes. With low vacancy rates and a lack of new affordable units being constructed across the metro area, this displacement has had a devastating impact on low-income households who call rental housing their home.

Much of Richfield's rental housing stock is NOAH housing, and the City desires to protect this valuable resource and to provide housing stability and protection to the residents who live in this affordable housing. The City has spent over a year considering a variety of tools and strategies to preserve the City's NOAH housing. The proposed tenant protection ordinance is one of these tools. The first tenant protection ordinance in the metro area was developed by a group of rental property owners and tenant advocacy organizations and adopted by the City of St. Louis Park. The ordinance under consideration is based on this work.

Under the proposed tenant protection ordinance, new owners of rental housing (defined as buildings with three or more units) will be required to provide a three-month protection period following the sale of a property, during which time new owners must provide financial compensation to tenants if they do any of the following three things:

1. terminate a rental agreement without just cause;
2. raise rents, or
3. initiate a new screening process that results in terminating an existing tenant's lease.

If an owner does any of these three things during the protection period, they must pay relocation assistance to the displaced tenant equal to three months' contract rent. The new owner will be required to send notice to the tenant within 30 days of closing on the property, informing them of the new ownership, whether or not any of these three things will occur during the three-month protection period, and if they intend to do them

following the expiration of the protection period.

Additional feedback was received on the ordinance presented at first reading and further refinements have been made to the language to clarify the requirements and to ensure some consistency between Richfield's ordinance and the versions being adopted by other cities. A redlined copy of the ordinance is attached highlighting the proposed changes.

The ordinance would become effective on January 1, 2019.

RECOMMENDED ACTION:

By motion: Approve the second reading of an ordinance adopting a new City Code Section 409 relating to the sale of affordable rental housing and establishing notice and relocation assistance requirements for new owners.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- Since April of 2017, the City Council has been considering the need to preserve the City's NOAH and has studied a variety of tools and strategies to do so.
- In October 2017, the City Council and Housing and Redevelopment Authority (HRA) established goals and a work plan for strengthening the City's apartment communities. The proposed ordinance supports these goals and is one step in the work plan.
- In May 2018, the Council directed staff to move forward on developing a tenant protection ordinance.
- On July 16, 2018, the Council reviewed a draft tenant protection ordinance at a work session.
- Following the work session, the ordinance was made available on the City's website and comments on the ordinance were encouraged.
- Several written comments were received on the proposed ordinance. In summary, people wrote:
    - In support of passing the ordinance and providing protection to tenants living in affordable housing.
    - The ordinance should be expanded to provide greater protection to residents living in accessible apartments.
    - By applying the ordinance only to affordable housing, landlords may be encouraged to raise rents in order to avoid the regulations.
    - A landlord recovery fund is needed that would assist landlords in recovering extraordinary costs incurred from damage by tenants.
- The Richfield Community Housing Team submitted additional comments on the ordinance that was presented at first reading. Their concerns with the ordinance were clarifying and technical in nature and have been addressed in the amended ordinance.

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

- The proposed ordinance furthers the Council goal to strengthen protections for renters in order to promote housing stability.

C. **CRITICAL TIMING ISSUES:**

- The ordinance will take effect on January 1, 2019.
- Information on the ordinance will be sent to rental property owners with annual rental license renewals in October.
- Staff is currently working with the Hennepin County Assessor's Office to obtain notification of sale when an apartment building transfers ownership. At this time, it is unknown how quickly following a transfer the County and subsequently the City will be notified.

D. **FINANCIAL IMPACT:**

- The proposed ordinance will require City staff to publicize and enforce the notification requirements. At this time, existing Community Development staff will carry out these responsibilities.

E. **LEGAL CONSIDERATION:**

- The City Attorney has prepared the proposed ordinance.
- A public hearing on the ordinance is not legally required; however, the Council may choose to accept public testimony on the ordinance.

ALTERNATIVE RECOMMENDATION(S):

- Council may choose to:
  - Approve the ordinance with changes;
  - Delay consideration of the ordinance for further study; or
  - Decide not to adopt the ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

	Description	Type
🗋	Ordinance	Ordinance
🗋	Redline of Ordinance Presented at First Reading	Backup Material

BILL NO. _____

AN ORDINANCE ADOPTING A NEW CITY CODE SECTION 409 RELATING TO THE SALE OF AFFORDABLE RENTAL HOUSING AND ESTABLISHING NOTICE AND RELOCATION ASSISTANCE REQUIREMENTS FOR NEW OWNERS

THE CITY OF RICHFIELD DOES ORDAIN:

SECTION 1. The Richfield City Code is amended by adding a new Section 409 as follows:

SECTION 409. – SALE OF AFFORDABLE RENTAL HOUSING; NOTICE AND RELOCATION ASSISTANCE REQUIREMENTS

409.00. – Purpose. It is the purpose of this Section to provide housing stability and protection to tenants in affordable rental housing who are facing displacement by providing for notice to the City and tenants when transitions from current affordable housing uses are planned, and providing tenant relocation assistance when affordable housing is converted and tenants are required to move without adequate time to find new housing.

409.01. – Definitions.

Subdivision. 1. The following definitions apply in this Section:

(a) "Affordable housing building" means an apartment house as defined in 407.03 having three or more dwelling units, where at least 20% of the units rent for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota- Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

(b) "Affordable housing unit" means a rental unit in an affordable housing building that rents for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul- Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

(c) "Cause" means the tenant or a member of the tenant's household materially violated a term of the lease or rental agreement, or violated an applicable federal, state, or local law or regulation.

(d) "Relocation assistance" means a payment in the amount equal to three months of the current monthly contract rent.

(e) "Tenant protection period" means the period that commences on the date when written notice of the transfer of ownership is sent to each affordable housing unit tenant pursuant to subsection 409.03 and ends on the last day of the third full calendar month following the date on which the notice was sent pursuant to subsection 409.03.

(f) "Transfer of ownership" means any conveyance of title to an affordable housing building, whether legal or equitable, voluntary or involuntary, resulting in a transfer of control of the building, effective as of the earlier of the date of delivery of the instrument of conveyance or the date the new owner takes possession.

409.03. – Transfer of Ownership.

Subdivision 1. Notice. Within thirty (30) days after the transfer of ownership of an affordable housing building, the new owner shall give written notice to each affordable housing unit tenant of the building that the property is under new ownership. The notice must include the following information:

(a) The name, mailing address, and telephone number of the new owner.

(b) The following statement: Richfield City Code Section 409 provides for a three-month tenant protection period for affordable housing unit tenants after an affordable housing building is transferred to a new owner. Under Section 409, affordable housing unit tenants are entitled to relocation assistance from the new owner if, during the tenant protection period, the new owner:

(1) Without cause, terminates or does not renew the tenant's rental agreement;

(2) Raises the rent and the tenant submits a written notice of termination of their rental agreement; or,

(3) Requires existing affordable housing unit tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's rental agreement.

(c) Whether there will be any rent increase during the tenant protection period, the amount of the rent increase, and the date the rent increase will take effect.

(d) Whether the new owner will require existing affordable housing unit tenants to comply with new residency screening criteria during the tenant protection period and, if so, a copy of the new screening criteria.

(e) Whether the new owner will, without cause, terminate or not renew the tenant's rental agreement during the tenant protection period, and if so, the date the rental agreement will terminate and the amount of relocation assistance that will be provided.

(f) The date the tenant protection period will expire.

(g) Whether the new owner, on the day immediately following the tenant protection period, intends to: increase rent; require existing affordable housing unit tenants to comply with new residency screening criteria; or, without cause, terminate or not renew affordable housing unit rental agreements.

Subd. 3. Copy of notices to City. The new owner shall provide a copy of the notices required by this subsection to the City at the same time notice is provided to the tenant or tenants.

Subd. 4. Copy of Rent Roll to City. If the new owner claims the property or the unit does not meet the definition of Affordable Housing Building or Affordable Housing Unit, upon request, the owner shall provide a copy of the rent roll, including the amount of contract rents paid by tenants, to the City.

Subd. 5. Language requirement. Each notice required by this subsection shall contain an advisory that reads as follows: "This is important information about your housing. If you do not understand it, have someone translate it for you now, or request a translation from your landlord." This advisory must be stated in the notice in the following languages: Spanish, Somali, and Hmong. Upon request by a tenant, the owner must provide a written translation of the notice into the tenant's native language.

409.05. – Relocation Assistance.

Subdivision 1. When required. A new owner of an affordable housing building must pay relocation assistance to affordable housing unit tenants when, during the tenant protection period, the new owner:

(a) Without cause, terminates or does not renew the tenant's rental agreement; or,

(b) Raises the rent and the tenant submits a written notice of termination of their rental agreement; or

(c) Requires existing tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's rental agreement.

Subd. 2. When paid. The new owner must pay the relocation assistance to the tenant within 30 days after receiving tenant's written notice of termination of the rental agreement or within 30 days after the owner notifies the tenant that the rental agreement will be terminated or not renewed.

409.07. – Penalty.

Subdivision 1. A violation of subsection 409.05 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code Section 325. Notwithstanding any provision of City Code Section 325, the penalty for a violation of subsection 409.05 shall be the sum of the applicable amount of relocation assistance plus $500.

Subd. 2. A violation of subsection 409.03 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code 325.

Subd. 3. A violation of this Section as to each dwelling unit shall constitute a separate offense.

409.09. – Payment by City to Displaced Tenant. Within 30 days after a person pays the penalty provided for in subsection 409.07, subd. 1, the city shall pay to the displaced tenant of the affordable housing unit for which the violation occurred, the applicable amount of relocation assistance.

SECTION 2. This Ordinance shall take effect January 1, 2019.

ADOPTED this _____ day of _____, 2018, by the City Council of the City of Richfield.

By: _____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

BILL NO. _____

AN ORDINANCE ADOPTING A NEW CITY CODE SECTION 409 RELATING TO THE SALE OF AFFORDABLE RENTAL HOUSING AND ESTABLISHING NOTICE AND RELOCATION ASSISTANCE REQUIREMENTS FOR NEW OWNERS

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Subdivision. 1. The following definitions apply in this Section:

(a) "Affordable housing building" means an apartment house as defined in 407.03 having three or more dwelling units, where at least 20% of the units rent for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota- Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

(b) "Affordable housing unit" means a rental unit in an affordable housing building that rents for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul- Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

(c) "Cause" means the tenant or a member of the tenant's household materially violated a term of the lease or rental agreement, or violated an applicable federal, state, or local law or regulation.

(d) "Relocation assistance" means a payment in the amount equal to three months of the current monthly contract rent~~ charged to the tenant~~.

(e) "Tenant protection period" means the period that commences on the date when written notice of the transfer of~~a real estate closing transfers~~ ownership ~~of an affordable housing building and runs through the end of the 3 calendar months following the month in which written notice of the transfer~~ is sent to each affordable housing unit tenant pursuant to subsection 409.03 and ends on the last

day of the third full calendar month following the date on which the notice was sent pursuant to subsection 409.03.

(f) "Transfer of ownership" means any conveyance of title to an affordable housing building, whether legal or equitable, voluntary or involuntary, resulting in a transfer of control of the building, effective as of the earlier of the date of delivery of the instrument of conveyance or the date the new owner takes possession.

409.03. – Transfer of Ownership.

Subdivision 1. Notice. ~~Whenever ownership of an affordable housing building is transferred, the new owner shall, w~~Within thirty (30) days after the ~~date on which a real estate closing~~ transfer~~s~~ of ownership of ~~the~~ an affordable housing building, the new owner shall give written notice to each affordable housing unit tenant of the building that the property is under new ownership. The notice must include the following information:

(a) The name, mailing address, and telephone number of the new owner.

(b) The following statement: Richfield City Code Section 409 provides for a three-month tenant protection period for affordable housing unit tenants after an affordable housing building is transferred to a new owner. Under Section 409, affordable housing unit tenants are entitled to relocation assistance from the new owner if, during the tenant protection period, the new owner:

(1) Without cause, terminates or does not renew the tenant's rental agreement;

(2) Raises the rent and the tenant submits a written notice of termination of their rental agreement; or,

(3) Requires existing affordable housing unit tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's rental agreement.

(c) Whether there will be any rent increase during the tenant protection period, the amount of the rent increase, and the date the rent increase will take effect.

(d) Whether the new owner will require existing affordable housing unit tenants t~~o~~ comply with new residency screening criteria during the tenant protection period and, if so, a copy of the new screening criteria.

(e) Whether the new owner will, without cause, terminate or not renew the tenant's rental agreement during the tenant protection period, and if so, the date the rental agreement will terminate and the amount of relocation assistance that will be provided.

(f) The date the tenant protection period will expire.

(g) Whether the new owner, ~~after the tenant protection period expires~~on the day immediately following the tenant protection period, intends to: increase rent;

require existing affordable housing unit tenants to comply with new residency screening criteria; or, without cause, terminate or not renew affordable housing unit rental agreements~~ and, if so, when the new owner intends to take such actions~~.

~~**Subd. 2**. Amended notice required. If a new owner decides to take action during the tenant protection period that is different than the action described in the notice required under subsection 409.03, subd. 1, the owner must send the impacted tenant or tenants an amended notice describing the modified action and the timing for the same.~~

Subd. 3. Copy of notices to City. The new owner shall provide a copy of the notices required by this subsection to the City at the same time notice is provided to the tenant or tenants.

Subd. 4. Copy of Rent Roll to City. If the new owner claims the property or the unit does not meet the definition of Affordable Housing Building or Affordable Housing Unit, upon request, the owner shall provide a copy of the rent roll, including the amount of contract rents paid by tenants, to the City.

Subd. 5. Language requirement. Each notice required by this subsection shall contain an advisory that reads as follows: "This is important ~~housing~~ information about your housing. If you do not understand it, have someone translate it for you now, or request a translation from your landlord." This advisory must be stated in the notice in the following languages: Spanish, Somali, and Hmong. Upon request by a tenant, the owner must provide a written translation of the notice into the tenant's native language.

409.05. – Relocation Assistance.

Subdivision 1. When required. A new owner of an affordable housing building must pay relocation assistance to affordable housing unit tenants when, during the tenant protection period, the new owner:

(a) Without cause, terminates or does not renew the tenant's rental agreement; or,

(b) Raises the rent and the tenant submits a written notice of termination of their rental agreement; or

(c) Requires existing tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's rental agreement.

Subd. 2. When paid. The new owner must pay the relocation assistance to the tenant within 30 days after receiving tenant's written notice of termination of the rental agreement or within 30 days after the owner notifies the tenant that the rental agreement will be terminated or not renewed.

409.07. – Penalty.

Subdivision 1. A violation of subsection 409.05 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code Section 325. Notwithstanding any provision of City Code Section 325, the penalty for a violation of subsection 409.05 shall be the sum of the applicable amount of relocation assistance plus $500.

Subd. 2. A violation of subsection 409.03 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code 325.

Subd. 3. A violation of this Section as to each dwelling unit shall constitute a separate offense.

409.09. – Payment by City to Displaced Tenant. Within 30 days after a person pays the penalty provided for in subsection 409.07, subd. 1, the city shall pay to the displaced tenant of the affordable housing unit for which the violation occurred, the applicable amount of relocation assistance.

SECTION 2. This Ordinance shall take effect January 1, 2019.

ADOPTED this _____ day of _____, 2018, by the City Council of the City of Richfield.

By: _____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

AGENDA SECTION:	RESOLUTIONS
AGENDA ITEM #	11.

STAFF REPORT NO. 171
CITY COUNCIL MEETING
9/25/2018

REPORT PREPARED BY:	John Stark, Community Development Director
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 9/18/2018
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Steven L. Devich, City Manager 9/19/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution approving an Inclusionary Affordable Housing Policy.

EXECUTIVE SUMMARY:

On June 25, 2013 the Richfield City Council adopted a Housing Policy Vision Statement that supports a "full range and balance of housing types that match the choices of its diverse residents." Furthermore, there have been many City Council discussions in the past eighteen months related to continuing support for affordable housing. As a part of the implementation of the Housing Visioning Statement, and in conformance with City Council direction, staff is recommending the adoption of a formal policy related to inclusionary affordable housing policy.

A preliminary draft of this Inclusionary Affordable Housing Policy (Policy) was presented to the City Council and Richfield Housing and Redevelopment Authority (HRA) at a July 16 concurrent work session. Much of this Policy has been consistently applied to developments receiving public assistance over the past twenty years. A formal policy, however, will better define expectations and requirements in a more transparent manner.

The proposed Policy would require housing developers receiving public subsidy to either:

- Make at least 20% of all housing units to be affordable to either renters earning less than 60% of the Area Median Income (AMI) or owners earning less than 115% of the AMI, or;
- Pledge 15% of the net-present-value of the subsidy they receive to the Richfield Housing and Redevelopment Fund, and;
- Must provide 90-day notice of sale, and;
- Must agree to not discriminate against renters receiving rental subsidies (including the Section 8 Housing Choice program).

RECOMMENDED ACTION:

By motion: Adopt a resolution approving an Inclusionary Affordable Housing Policy.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- In 2013, the Richfield City Council adopted a Housing Policy Vision Statement that supports a

"full range and balance of housing types that match the choices of its diverse residents."

- Since April of 2017, the City Council has been considering the need to preserve the City's Naturally Occurring Affordable Housing (NOAH) and to insure the construction of a mix of housing affordability.
- In October 2017, the City Council and HRA established goals and a work plan for strengthening the City's apartment communities. The proposed Policy supports these goals and is one step in the work plan.
- In May 2018 the Council directed staff to move forward on drafting a Policy.
- On July 16, 2018, the Council reviewed a draft Policy.
- Following the work session, the Policy was made available on the City's website and comments on the Policy were encouraged.
- Responses to comments from the Community Housing Team are attached.

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

- The proposed Policy furthers the Council goal to provide a mix of housing types (including a mix of affordability levels).
- This Policy applies to the inclusion of affordable housing units. In the coming months, staff will be researching and drafting a policy regarding the inclusion of physically accessible housing units and amenities.

C. **CRITICAL TIMING ISSUES:**

- If approved by the City Council, the Policy will become effective immediately for projects that receive financial assistance from the City. If, and when, the Richfield HRA and EDA adopt the policy, it will become immediately effective for projects receiving financial assistance from those public bodies.

D. **FINANCIAL IMPACT:**

- While there is no fiscal impact on City/HRA operational costs, a developer's election to pledge funds to the HRA's Housing and Redevelopment Fund would be available to assist in affordable housing costs throughout the community.

E. **LEGAL CONSIDERATION:**

- The City Attorney prepared the resolution.

ALTERNATIVE RECOMMENDATION(S):

- Council may choose to:
  - Approve the Policy with changes;
  - Delay consideration of the Policy for further study; or
  - Decide not to adopt the Policy.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
2013 Housing Visioning Statement	Cover Memo
Inclusionary Housing Policy	Exhibit
Community Housing Team	Exhibit

RESOLUTION NO. ____

A RESOLUTION APPROVING THE ADOPTION OF AN INCLUSIONARY AFFORDABLE HOUSING POLICY

WHEREAS, the Richfield City Council adopted a Housing Policy Vision Statement in 2013 that supports a full range and balance of housing types that match the choices of its diverse residents; and

WHEREAS, the City Council wishes to further support development of high quality housing in the community for households of various income levels, ages and sizes in order to help the City meet its goals of preserving and promoting economically diverse housing options in the City; and

WHEREAS, without intervention, housing prices will continue to rise in new developments;

WHEREAS, the City Council wants to ensure that both the public and private sectors continue to create affordable housing opportunities in the City; and

WHEREAS, the City Council believes that adoption of a policy setting criteria and incentives for developers to build new affordable units will assist the City in achieving its inclusionary housing goals; and

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

1. The Inclusionary Affordable Housing Policy is hereby approved and adopted.

2. City staff is authorized to carry out the policy effective immediately.

Adopted by the City Council of the City of Richfield, Minnesota this _____ day of _____, 2018.

_____
Pat Elliott, Mayor

ATTEST:

_____
Elizabeth VanHoose, City Clerk

Richfield Housing Vision Statement

Richfield is a sustainable community that is known for its strong, vibrant and eclectic, amenity-rich neighborhoods supported by a full range and balance of housing types that match the choices of its diverse residents at every stage of their lives.

THE MEANING OF WORDS IN THE VISION STATEMENT

Richfield is – *means that this is an aspirational statement. The Task Force members are describing the housing and community they want for their future.*

a sustainable community – "*community" was a theme repeated by the Task Force members throughout the process. Housing was acknowledged to be very important, but housing was viewed as a means to achieving a strong community. "Sustainable" is added to encompass environmental, economic and social considerations.*

that is known for its strong, vibrant and eclectic, amenity rich neighborhoods – *like community, strong neighborhoods were identified over and over again by the members throughout the process. The word "vibrant" means that these neighborhoods are prospering economically and socially. "Eclectic" was used to acknowledge that Richfield can have varied and unique neighborhoods, each building on distinct attributes and opportunities. "Amenity-rich" means environmental amenities like green space, trees, trails and other natural features, as well as community gathering places, coffee shops and similar cultural offerings.*

supported by a full range and balance of housing types – *the concept of housing supporting the neighborhoods is reinforced with these words." Full range" of housing types means that there is a wide variety of housing options available for people to choose from when considering moving to or staying in Richfield. A "balance of housing types" means the avoidance of concentrations of any housing types.*

that match the choices of its diverse residents at every stage of their lives. – **"***match the choices of diverse residents" means that the City has what residents want, not just what they have to adapt to. The Task Force supports a broad definition of diversity. These varied housing offerings mean that residents can stay in the community their whole lives and find housing that meets their needs and their preferences.*

June 2013

City of Richfield
Richfield Housing and Redevelopment Authority
Richfield Economic Development Authority

Inclusionary Affordable Housing Policy

The City of Richfield, Richfield Housing and Redevelopment Authority, and Richfield Economic Development Authority are committed to building a community that is welcoming and affordable to a diverse population of individuals and families at all stages of their lives. As such, we hereby establish the following policy for the inclusion of affordable housing in development proposals.

Requirements

1. Housing Development Projects that Receive Financial Assistance from HRA, EDA or City:
    a. Must contain at least 20% affordable units
        i. At least 20% of rental housing units must be made affordable to tenant households earning no more than 60% of the Area Median Income over a period of ten years or the duration of the subsidy (whichever is longer);
        ii. At least 20% of owner-occupied housing units must be made affordable to, and initially sold to, households earning no more than 115% of the Area Median Income;
        iii. At least 20% of the grand total of housing units in a mixed rental/ownership development must be affordable at the affordability levels established in 1.a)i and 1.a)ii,

    or;

    b. Must contribute the the Richfield Housing and Redevelopment Fund
        i. 15% of the "net present value" of Tax Increment generated by the project (or 15% of the net present value of other types of assistance) must be pledged to the Richfield Housing and Redevelopment Fund over a period of ten years or the duration of the subsidy (whichever is longer), or;
        ii. A pro-rata combination of the above (i.e. 10% affordable units and a 7.5% contribution) may be considered, and;
    c. Must agree to provide 90 days' advance notice to the public body providing funding of any sale of the property,

    and;

    d. Must agree to not discriminate against households utilizing Housing Choice Vouchers (Section 8) or other forms of rental assistance.
2. Non-Housing Development Projects that receive Financial Assistance from HRA, EDA or City and which result in the loss of affordable housing:
    a. Affordable housing units eliminated by the project must be replaced on-site or at another location in Richfield by the developer at similar affordability levels, or;
    b. 5-15% (depending on the magnitude of the loss of affordable housing) of the "net present value" of the Financial Assistance provided must be pledged to the Richfield Housing and Redevelopment Fund over a period of ten years or the duration of the subsidy (whichever is longer).

DRAFT

Incentives

3. Housing Development Projects which include affordable units (as outlined in 1a above) are eligible to apply to the City for the following considerations regardless of whether or not they receive Public Financial Assistance:
    i. Building Permit Fee Reductions (10% reduction for rehabilitation and/or 5% reduction for new construction);
    ii. 4d Property Tax Reduction (rental projects);
    iii. Consideration of code flexibility (e.g., smaller setbacks, excessive impervious surface, etc.) in planned unit developments;
    iv. A housing unit density bonus of 5-15% (e.g., a project in an area that allows 8-24 units/acre could add an additional 1-4 units/acre and remain in compliance).

Exceptions

4. The City Council or Board of Commissioners of the Housing and Redevelopment Authority or Economic Development Authority may vary the application of this policy as circumstances warrant with the adoption of findings of the reasons for doing so.

Adopted:

This __ day of _____ by the Richfield City Council.

_____ _____

Mayor Secretary

This __ day of _____ by the Richfield Housing and Redevelopment Authority.

_____ _____

Chair Secretary

This __ day of _____ by the Richfield Economic Development Authority.

_____ _____

Chair Secretary

DRAFT

Dear Julie,

The leaders of the Richfield Community Housing Team have reviewed the draft ordinances for Inclusionary Housing and 90-Day Tenant Protection Period. We appreciate the work that has gone into drafting these and think it will be an important step toward protecting tenants from involuntary displacement and ensuring affordable housing is available into the future. We do, however, have some concerns about the current wording of these ordinances and would ask that you create the strongest versions possible. Here are several points we would like you to consider:

Inclusionary Housing:

1. Long-term availability requires more than 10-year commitments. We'd ask for 20 years or more.

A: We will address this on a case-by-case basis and set a requirement that's commensurate with the amount of assistance provided. For example, when significant financial contributions are made by the City, as is the case with tax increment financing, the requirement will be 25 years. When we offer a land write-down of a minimal amount, we will consider a shorter time-commitment.

2. The "exceptions" clause is vague and should be more clearly defined and limited.

A: Each project we deal with is unique. Building in flexibility recognizes that fact and gives policymakers the ability to advance affordable housing objectives without discouraging investment in the community.

3. Is the alternative payment into a housing fund worth as much as new affordable units? Those payments need to be high enough to create other affordable housing opportunities.

A: No, the amount is based on the limits placed on tax increment financing (TIF) by state statute. Tax increment law limits the amount of increment that can be spent on eligible activities outside of the district itself to 15% of the total TIF.

4. This policy meets the needs for people earning 60% AMI. What about families living on 50%, 40%, or 30% AMI? Where can they live in Richfield?

A: Affordability at less than 50% is a challenge without a rental subsidy. Often the most successful housing for people at these levels is that provided by mission-oriented providers, not market-rate developers/managers. Unfortunately, significant dollars are needed to develop housing appropriate at these income levels, and the resources are sorely lacking. We've addressed this affordability level in the past through our rent assistance programs and by supporting projects such as Richfield Towers and Sheridan Court. We don't see the Inclusionary Housing Policy as the appropriate way to address this need.

5. We would also like this policy to require a percentage of new housing units be accessible.

A: We need more information on the needs for accessible housing in the community before moving forward on this issue. We don't want to slow progress by waiting to pass the policy until we do this research.

6. In Section 2, we think it is important to clarify and define where replacement units can be built and what "similar affordability levels" means.

A: The location options are fairly limited in a fully-developed community. Again, we believe it's best to address this on a case-by-case basis.

7. Could this policy apply to ALL new developments instead of just those receiving city assistance? This would support even more affordable housing development.

A: This is a policymaker decision, and there is broadest support for a flexible policy. To date, the Richfield market has not seen new housing development happen without city assistance. If that fact were to change, policymakers could consider an ordinance.

[. . .]

Thank you for your work! We ask that you continue to consider the voices and concerns of the people most directly impacted by the affordable housing crisis. Please let us know if you have any questions.

-The Richfield Community Housing Team