



**SPECIAL CITY COUNCIL, HOUSING AND REDEVELOPMENT AUTHORITY, AND PLANNING
COMMISSION WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
NOVEMBER 13, 2018
6:15 PM**

Call to order

1. Emerson Lane Redevelopment

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

November 8, 2018

Council Memorandum No. 82

The Honorable Mayor
and
Members of the City Council

HRA Memorandum No. 18

Housing and Redevelopment
Authority Commissioners
City of Richfield

Subject: Emerson Lane Redevelopment

Council and Commissioner Members:

On November 13, 2018 at 6:15 p.m., Richfield housing staff will provide an overview on the history and context of the HRA-owned property located at 6812 Emerson Lane. Staff will also share various options for the future of the property, including a preliminary proposal that is being developed by Endres Custom Homes.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:ka

Email: Planning Commission
Assistant City Manager
Department Directors



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
NOVEMBER 13, 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) Regular City Council meeting of October 23, 2018; and (2) Special City Council work session of October 30, 2018.

PRESENTATIONS

1. Annual meeting with the Community Services Commission
2. Annual meeting with the Arts Commission
3. Organics Drop-off Site Kick-off
4. Proclamation: Edwina Garcia Day in the City of Richfield on December 8, 2018

COUNCIL DISCUSSION

5. Hats Off to Hometown Hits
 - Consider a motion to cancel the City Council meeting of December 25, 2018

AGENDA APPROVAL

6. Approval of the Agenda
7. **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 the Richfield Pedestrian Master Plan.
Staff Report No. 193
 - B. Consideration of the adoption of a resolution authorizing the purchase of two temporary construction

easements and one permanent right-of-way easement at 7601 18th Ave. S. related to the 77th Street Underpass Project.

Staff Report No. 194

- C. Consideration of the adoption of a resolution authorizing a Master Partnership Contract between the City of Richfield and Minnesota Department of Transportation (MnDOT).

Staff Report No. 195

- D. Consideration of the approval of setting a public hearing to be held on December 11, 2018, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2019 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, Pizza Luce VII, Inc. d/b/a Pizza Luce, Fred Babcock VFW Post 5555 d/b/a Four Nickels Food & Drink and Minneapolis-Richfield American Legion Post 435.

Staff Report No. 196

- E. Consideration of the approval of setting a public hearing to be held on December 11, 2018, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer licenses for 2019 for Metro Pawn and Gun, Inc.

Staff Report No. 197

- F. Consideration of the approval of setting a public hearing to be held on December 11, 2018, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2019 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, LRFC, LLC d/b/a Local Roots Food & Coffee, Los Sanchez Taqueria #2, LLC d/b/a Los Sanchez Taqueria, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC, d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant.

Staff Report No. 198

- G. Consideration of the approval of the renewal of a contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2018, through November 30, 2019.

Staff Report No. 199

- H. Consideration of the adoption of a resolution to accept a grant of \$3,114 from the Office of Justice Programs for bullet proof vests.

Staff Report No. 200

- I. Consideration of approval of an Electronic Funds Transfer Policy.

Staff Report No. 201

- J. Consideration of the approval of a Personal/Professional Service Agreement with Hennepin County to implement a grant project to operate two organics drop-off sites, one at Wood Lake Nature Center and another in partnership with Hope Church.

Staff Report No. 202

- K. Consideration of the approval of an agreement with Hope Presbyterian Church to operate an organics drop-off site on Church premises at 7132 Portland Avenue for a two-year period.

Staff Report No. 203

- L. Consideration for the adoption of a resolution designating polling places for 2019.

Staff Report No. 204

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

RESOLUTIONS

- 9. Consideration of the adoption of a resolution granting a subdivision waiver, allowing the division of 6933 Oliver Avenue into three lots.

Staff Report No. 205

- 10. Consideration of the adoption of a resolution approving a submittal of the Richfield 2040 Comprehensive Plan to

the Metropolitan Council.

Note: The full Draft 2040 Comprehensive Plan is available for review on the City's website (www.richfieldmn.gov/compplan). The size of the document makes it impractical and technologically difficult to attach directly to this report.

Staff Report No. 206

11. Consideration of the adoption of a resolution increasing the Richfield Tourism Promotion Board (RTPB) from five to seven director positions and authorizing the RTPB and city staff to make recommendations to the Council for future appointments to the Board.

Staff Report No. 207

12. Consideration of the approval of a contract with Stonebrooke Engineering, Inc. for design engineering of the 65th Street Reconstruction Project between Grand Avenue and Nicollet Avenue, not to exceed \$348,646 and adoption of a resolution for reimbursement of certain expenditures from the proceeds of street reconstruction bonds to be issued by the City for the 65th Street Reconstruction Project.

Staff Report No. 208

13. Consideration of the adoption of a resolution determining the results of the City General Election on Tuesday, November 6, 2018.

Staff Report No. 209

CITY MANAGER'S REPORT

14. City Manager's Report

CLAIMS AND PAYROLLS

15. 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.

16. 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

Regular Meeting

October 23, 2018

CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Regan Gonzalez at 7:00 p.m. in the Council Chambers.

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

Council Members Absent: Pat Elliott, Mayor.

Staff Present: Pam Dmytrenko, Acting City Manager; Bob Vose, City Attorney; John Stark, Community Development Director; Jay Henthorne, Chief of Police; Wayne Kewitsch, Fire Chief; Neil Ruhland, Media Coordinator; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Pro Tempore Regan Gonzalez led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Howard, S/Garcia to approve the minutes of the: (1) Special concurrent City Council, Housing and Redevelopment Authority, and Planning Commission work session of October 9, 2018; and (2) Regular City Council meeting of October 9, 2018.

Motion carried 4-0.

Item #1

ANNUAL MEETING WITH THE PLANNING COMMISSION

Sean Hayford Oleary, Chair of the Planning Commission, gave an update on development proceedings in the city, including the Lyndale Gardens, Cedar Point II housing, and Jaguar Land

Rover projects, projects being proposed, the Comprehensive Plan, and discussed some of the other work being done by the Planning Commission.

Council Members thanked Chair Hayford Oleary for his leadership on the Commission, stated their appreciation for the Planning Commission's comments and vision for the community, thanked the entire Commission for being welcoming to residents to the Commission's meetings and ensuring residents can be heard.

Item #2	SWEARING-IN OF FIREFIGHTER MIKE ZISKOVSKY
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Chief Kewitsch introduced Firefighter Mike Ziskovsky and discussed the firefighter badge. Firefighter Ziskovsky's wife pinned the badge on him, joined by his family members.

Council Members welcomed Firefighter Ziskovsky to the Richfield Fire Department and thanked the entire Department for their service to the Richfield community.

Item #3	VILLAGE SHORES DONATION PRESENTATION FOR RICHFIELD PUBLIC SAFETY HEROES AND HELPERS PROGRAM
----------------	--

Council Member Garcia welcomed representative from Village Shores and Chief Henthorne.

Elisabeth Rose, Outreach Marketing Director of Village Shores, discussed the work of Village Shores and the work they are doing in the community.

Chief Henthorne discussed their partnership with Village Shores and the Heroes and Helpers program. He thanked Village Shores for their donation to Heroes and Helpers in the amount of \$1,300.

Item #4	COUNCIL DISCUSSION <ul style="list-style-type: none">• Hats Off to Hometown Hits
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Council Member Garcia spoke regarding attending the Richfield Historical Society's annual fundraising dinner held at the American Legion and asked people to consider donating to the Richfield Historical Society.

Council Member Trautmann invited residents to attend the Red White and Blue Days Committee's Red White and Brew fundraiser event on October 24 at the Richfield American Legion for \$25 and discussed attending long-time Richfield resident Gary Ingram's funeral and all of his service to the community and offered condolences to his family.

Council Member Garcia echoed Council Member Trautmann's thoughts, offered condolences to his family, and spoke kindly of Mr. Ingram.

Council Member Howard thanked all the volunteers that put on the Half-Haunted Halloween at Wood Lake Nature Center; wished everyone a happy Halloween and discussed the neighborhoods he's visited and everyone has at least one home that is decked out with Halloween decorations, which he enjoys.

Mayor Pro Tempore Regan Gonzalez spoke regarding her neighbor's home, at 10th Avenue near the STEM School, which was featured in the Sun Current for its Halloween decorations; and an of art exhibit and community conversation titled "Through Our Eyes" at the Augsburg Library on October 24 from 6-7:30 p.m., about the impacts of immigration on our families, children, and community.

Item #5	APPROVAL OF THE AGENDA
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M/Regan Gonzalez, S/Howard to remove Item 6.C., consideration of the approval of the Richfield Pedestrian Master Plan, from the agenda.

Motion carried 4-0.

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

Motion carried 4-0.

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

- A. Consideration of the approval of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Richard, located at 7540 Penn Avenue South, for their Fall Festival taking place November 10-11, 2018. (S.R. No. 185)
- B. Consideration of the adoption of a resolution approving Richfield Public Works' updated snow removal and ice control policy. (S.R. No. 186)

RESOLUTION NO. 11558
RESOLUTION AUTHORIZING UPDATED SNOW REMOVAL & ICE
CONTROL POLICY

This resolution appears as Resolution No. 11558.

- D. Consideration of an affirmation of the modified language in the Inclusionary Housing Policy. (S.R. No. 188)

M/Regan Gonzalez, S/Trautmann to approve the consent calendar.

Motion carried 4-0.

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

Item #8	PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A RESOLUTION REGARDING THE REMOVAL OF A UTILITY EASEMENT ON THE PARTNERSHIP ACADEMY DEVELOPMENT SITE AT 6500 NICOLLET AVENUE. (S.R. NO. 189)
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Council Member Garcia presented Staff Report No. 189 and opened the public hearing.

Community Development Director Stark stated that this area was set aside for utilities but no utilities ever came into the area.

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

Motion carried 4-0.

M/Garcia, S/Regan Gonzalez to adopt a resolution vacating a utility easement on the Partnership Academy development site at 6500 Nicollet Avenue.

RESOLUTION NO. 11559
RESOLUTION AUTHORIZING THE VACATION OF A UTILITY
EASEMENT AT 6500 NICOLLET AVENUE S

Motion carried 4-0. This resolution appears as Resolution No. 11559.

Item #9	CONSIDERATION OF THE APPROVAL OF AN ORDINANCE AMENDING THE ZONING ORDINANCE TO MAKE TATTOO BUSINESSES 'PERMITTED' RATHER THAN 'CONDITIONALLY PERMITTED' IN THE C-2 GENERAL BUSINESS ZONING DISTRICT AND ADOPTION OF A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE. (S.R. NO. 190)
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Council Member Howard presented Staff Report No. 190.

Community Development Director Stark commented that this is a changing of social norms and the ordinance goes back to the 1960s. He stated that in discussions with other communities they stated there has never been any issue in their communities.

M/Howard, S/Regan Gonzalez to approve an ordinance amending the Zoning Ordinance to make tattoo businesses 'permitted' rather than 'conditionally permitted' in the C-2 General Business District.

Motion carried 4-0.

M/Howard, S/Garcia to adopt a resolution authorizing summary publication of said ordinance.

RESOLUTION NO. 11560
RESOLUTION APPROVING SUMMARY PUBLICATION OF AN
ORDINANCE AMENDING THE RICHFIELD CITY CODE TO ALLOW
TATTOO ESTABLISHMENTS IN THE GENERAL BUSINESS (C-2)
ZONING DISTRICT

Motion carried 4-0. This resolution appears as Resolution No. 11560.

Item #10	CONSIDERATION OF THE ADOPTION OF A RESOLUTION AND APPROVAL OF A ZONING ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND ZONING DESIGNATIONS FOR THE PROPERTY AT 7301 PENN AVENUE AND ADOPTION OF A RESOLUTION REMOVING A STIPULATION PLACED UPON THE PROPERTY BY THE CITY COUNCIL IN 1995. (S.R. NO. 191)
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Council Member Trautmann presented Staff Report No. 191.

M/Trautmann, S/Garcia to adopt a resolution amending the Comprehensive Plan designation of 7301 Penn Avenue S from Low Density Residential to Neighborhood Commercial.

RESOLUTION NO. 11561
RESOLUTION AMENDING THE CITY'S COMPREHENSIVE PLAN
CHANGING THE DESIGNATION OF 7301 PENN AVENUE S TO
"NEIGHBORHOOD COMMERCIAL"

Motion carried 4-0. This resolution appears as Resolution No. 11561.

M/Trautmann, S/Howard to approve an ordinance rezoning 7301 Penn Avenue S from Single Family Residential (R) to Neighborhood Business (C-1).

Motion carried 4-0.

M/Trautmann, S/Howard to adopt a resolution removing the 1995 "sublet stipulation" from the property at 7301 Penn Avenue S.

RESOLUTION NO. 11562
RESOLUTION AMENDING A PREVIOUSLY APPROVED CITY
COUNCIL DETERMINATION REGARDING PROPERTY AT 7301 PENN
AVENUE S

Motion carried 4-0. This resolution appears as Resolution No. 11562.

Item #11	CONSIDERATION OF THE CITY COUNCIL'S APPROVAL OF THE MAYOR'S APPOINTMENT OF A HOUSING AND REDEVELOPMENT AUTHORITY (HRA) COMMISSIONER. (S.R. NO. 192)
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Mayor Pro Tempore Regan Gonzalez presented Staff Report No. 192. She stated Chair Supple has done an excellent job as Chair of the HRA.

Council Members stated their agreement with Mayor Pro Tempore Regan Gonzalez's comments.

M/Regan Gonzalez, S/Garcia to approve the Mayor's appointment of Mary Supple as an HRA Commissioner for a five year term commencing November 12, 2018 and expiring November 12, 2023.

Motion carried 4-0.

Item #12	CITY MANAGER'S REPORT
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Acting City Manager Dmytrenko discussed her attendance, with the League of Minnesota Cities, at the University of Minnesota's Government and Nonprofit Career Fair.

Item #13	CLAIMS AND PAYROLLS
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M/Garcia, S/Howard that the following claims and payrolls be approved:

U.S. Bank	10/23/18
A/P Checks: 272023 - 272445	\$ 1,467,479.65
Payroll: 140303 - 140631 ; 42872	644,918.07
TOTAL	\$ 2,112,397.72

Motion carried 4-0.

OPEN FORUM

None.

Item #14	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 7:47 p.m.

Date Approved: November 13, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

October 30, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 7:03 p.m. in the Bartholomew Room.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Maria Regan Gonzalez; Simon Trautmann; and Michael Howard (arrived at 7:05).

Staff Present: Jared Voto, Executive Aide/Analyst.

Item #1	DISCUSSION AND SELECTION OF CITY MANAGER FINALISTS
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Richard Fursman, Huelife, discussed the process of reviewing the candidates and stated at the end they would discuss the interview schedule.

Council Members discussed how to narrow down the candidates and decided on hearing a short overview of each candidate from Mr. Fursman and then narrow the candidate list.

Mr. Fursman went through each candidate's profile and provided a brief overview. He then asked the Council's input and if any Council Member wanted to advocate for interviewing a candidate.

Mr. Fursman listed the candidates based on Council's input and advocacy. The Council discussed the candidates listed and made a final selection to interview six candidates: Candidate 2, Candidate 4, Candidate 5, Candidate 8, Candidate 9, and Candidate 13.

Mr. Fursman discussed the schedule for interviews on November 16 and 17 and received feedback from the Council.

ADJOURNMENT

The work session was adjourned by unanimous consent at 8:32 p.m.

Date Approved: November 13, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



STAFF REPORT NO. 193
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jack Broz, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
11/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the Richfield Pedestrian Master Plan.

EXECUTIVE SUMMARY:

The Richfield Pedestrian Master Plan has been developed as part of the City's Comprehensive Plan process. The Pedestrian Master Plan documents the current process used by Richfield Public Works on transportation projects to create safer, more convenient and enjoyable places to walk (for people at all levels of physical ability) in the city of Richfield. The plan defines a process to evaluate and design the pedestrian network and create safe, more convenient and enjoyable places to walk throughout the city of Richfield.

In 2017, Richfield Public Works pursued development of the Pedestrian Master Plan as a component of the 2040 Comprehensive Plan development process currently underway.

In addition to feedback at Transportation Commission meetings and the Comprehensive Plan Open House, staff solicited comments from residents through social media.

The Pedestrian Master Plan is a guiding document for decision making and design considerations for future projects and is not in any way a prescription for any particular action on any specific street or project.

RECOMMENDED ACTION:

By motion: Approve the Richfield Pedestrian Master Plan.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Richfield Pedestrian Master Plan has been developed as part of the City's Comprehensive Plan process. The Pedestrian Master Plan documents the current process used by Public Works on transportation projects to create safer, more convenient, accessible and enjoyable places to walk in the city of Richfield. The plan defines a process to evaluate and design the pedestrian network and create safe, more convenient and enjoyable places to walk throughout the city of Richfield.

As transportation improvements are evaluated the public input often expresses a desire to create safer, more convenient and enjoyable pedestrian facilities in addition to any baseline requirements of the Americans with Disabilities Act (ADA).

The Pedestrian Master Plan will serve as the process to bridge a gap present between the vision in the City's guiding documents and implementation. The following plans support a safe pedestrian network throughout the City and will be complemented and enhanced by the Pedestrian Master Plan:

- Richfield ADA Transition Plan- Public Rights of Way
- Approved Guiding Principles
- Approved Complete Streets Policy
- Approved Safe Routes to School Plan

Public comment on the plan and resident input were taken at:

- Penn Fest, September 17, 2017
- Comprehensive Plan Open House, March 15, 2018
- Five Transportation Commission meetings (September 2017 and January, June, September and October 2018)
- On-line comments from September 27, 2018 through October 18, 2018 on the draft Pedestrian Master Plan

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

- The Pedestrian Master Plan is consistent with the following:
 - Richfield ADA Transition Plan- Public Rights of Way
 - Draft Comprehensive Plan
 - Approved Guiding Principles
 - Approved Complete Streets Policy
 - Approved Safe Routes to School Plan

C. CRITICAL TIMING ISSUES:

- The Pedestrian Master Plan will be one of the several input measures that guide the design of upcoming and future street reconstruction and rehabilitation projects throughout the City of Richfield.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- None

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Richfield Pedestrian Master Plan	Backup Material
☐ Richfield Pedestrian Master Plan Executive Summary	Executive Summary
☐ Richfield Pedestrian Master Plan Public Comments	Backup Material

RICHFIELD PEDESTRIAN PLAN



Final Report
November 2018



Prepared by:
Zan Associates



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two-sided printing*

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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.

The Richfield Pedestrian plan falls within a family of modal plans developed by the city which also includes the Richfield Bicycle Master Plan. Each of these is guided by the goals and policies set in the Richfield Comprehensive Plan, as well as other related policies such as the Complete Streets Policy and Guiding Principles. Addition detail on implementation of pedestrian accessibility improvements is included in the city's ADA Transition Plan (2014), which includes a higher level of detail on how the city intends to make transportation infrastructure accessible to all. Figure 1 shows the major 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

**23%**

23.2% of households in Richfield have at least **one person with a disability**. ACS, 2016 and 10.1% of Richfield residents report **living with a disability**. MN State Demographer, 2017

WALKING IS GOOD FOR HEALTH**50%**

Nearly 50 percent of Minnesotans fail to meet the Department of Health's exercise recommendations (at least 150 minutes per week) *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*

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*

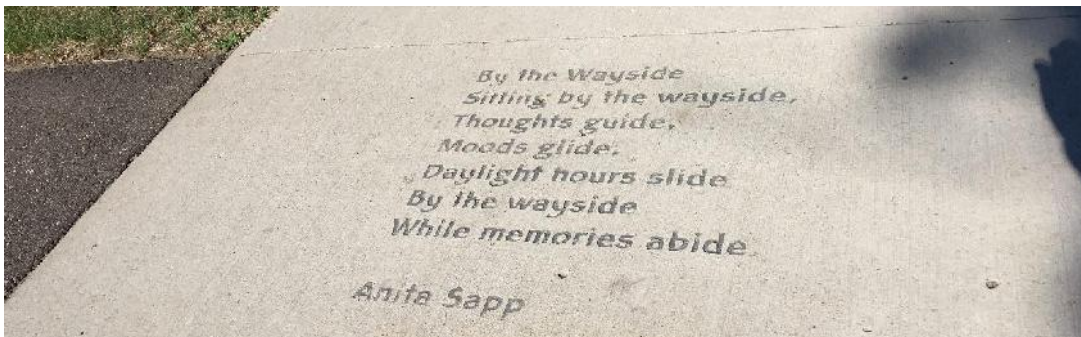
WALKING IS GOOD FOR THE ECONOMY

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.

However, 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, many sidewalks and crosswalks do not meet Americans with Disabilities Act (ADA) requirements, 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 cycle track 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.



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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 alone (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. Approximately 23% of households in Richfield have at least one person with a disability (ACS, 2016) and approximately 10% of residents have a disability (MN State Demographer, 2017).

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 its 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.
- In 2014, the city developed its ADA Transition Plan for Public Rights of Way, which details how the city's sidewalks, crosswalks, and roadways will be made accessible to all individuals.
- 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.

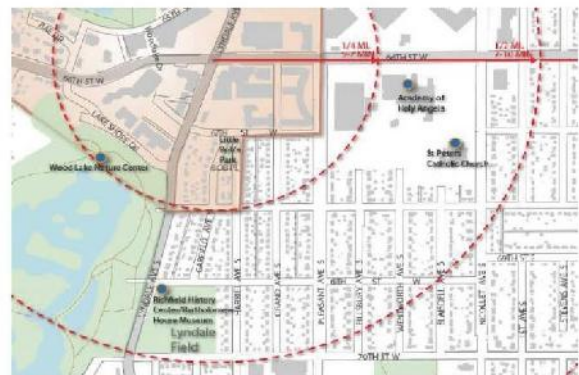
- Provide pedestrian facilities and amenities within the right of way
- Provide bike lanes at least 5 feet wide
- Include transit facilities, plan for intermodal transfers, and provide bike lockers & racks
- Add bike rentals and Nice Ride stations



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
- Accommodate 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**.

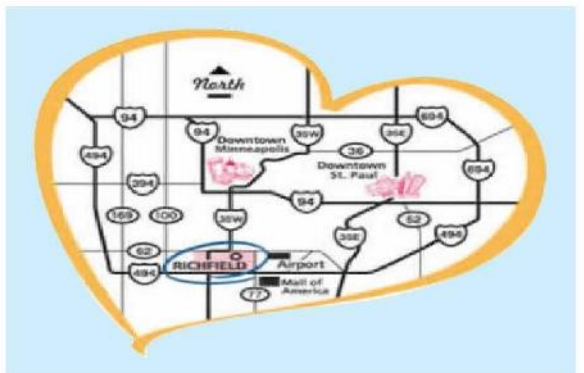
- Create safe, convenient, and fun non-motorized travel opportunities
- Design a safe, well-defined network of routes to walk and bike to school
- Provide well-marked, designed, and visible street crossings
- Implement signage and way-finding



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.

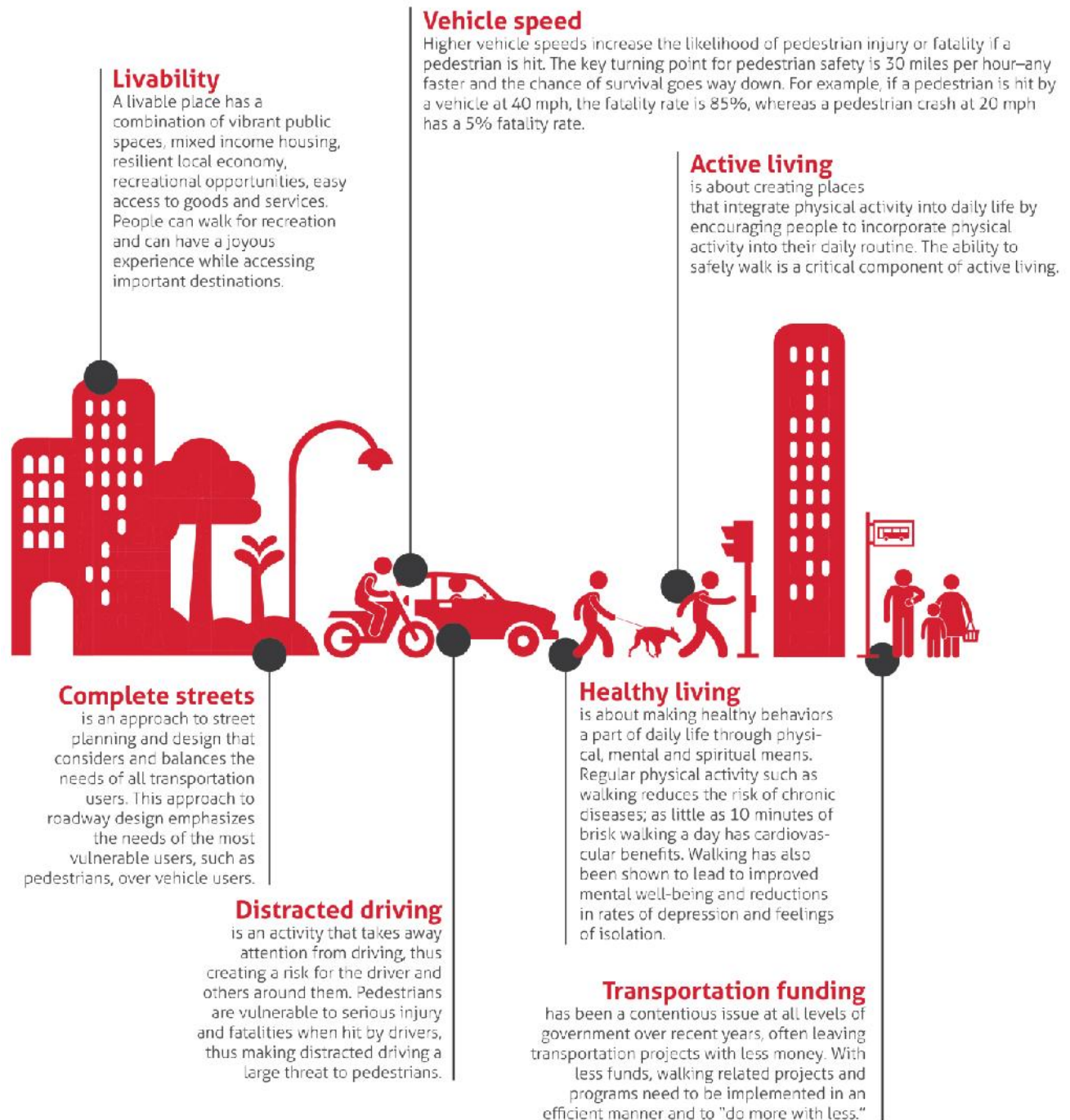
- Emphasize design that accommodates local traffic over through traffic
- Enhance regional transit and trail connections
- Maintain convenient freeway access



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

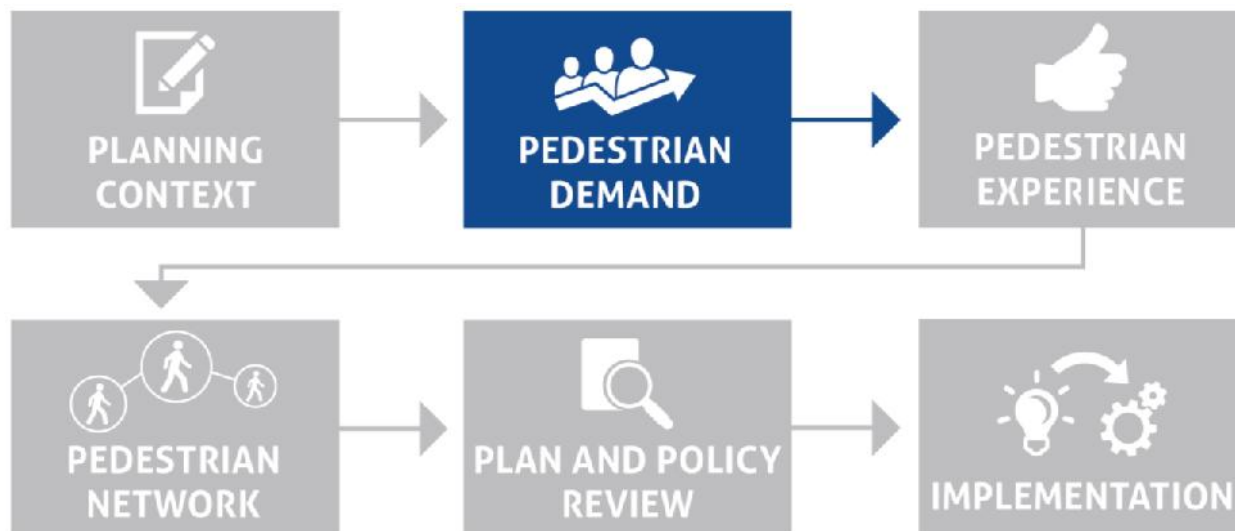
The goal of the Richfield Pedestrian Plan is to make walking the easy choice. This means that walking for transportation and recreation is integrated into the culture of Richfield and the benefits of making walking safe, convenient and desirable for all should be widely publicized and promoted. This 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.** This means actively addressing pedestrian safety through design, working to implement the city's ADA Transition Plan, 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 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?”

Pedestrian Demand Factors

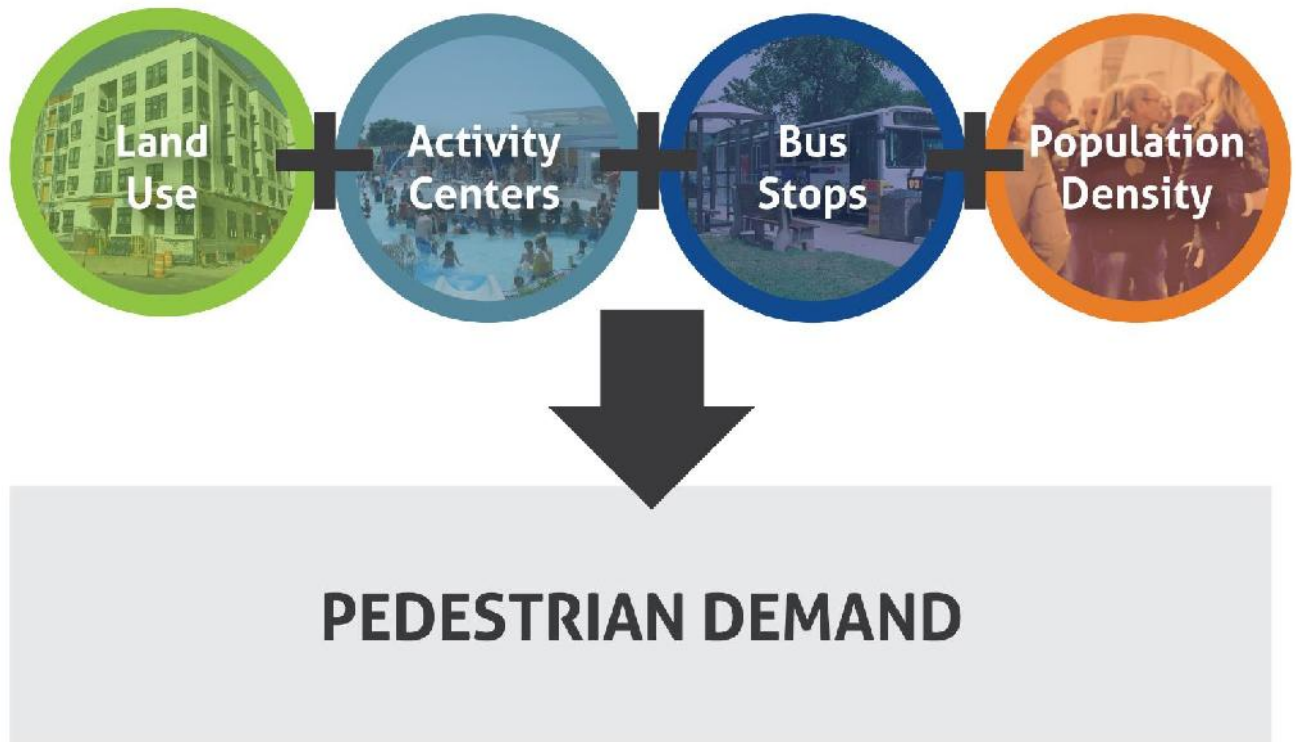
Factors such as adjacent land uses and nearby activity centers, proximity to parks and schools, the presence of

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!”

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 with disabilities, 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 – 14 show densities of people living in poverty, minority populations, older adults, households with children, and people with disabilities, respectively. Figure 15 is a “heat map” which shows pedestrian demand. More intense shading means higher pedestrian demand and the lighter shading means lower pedestrian demand.



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

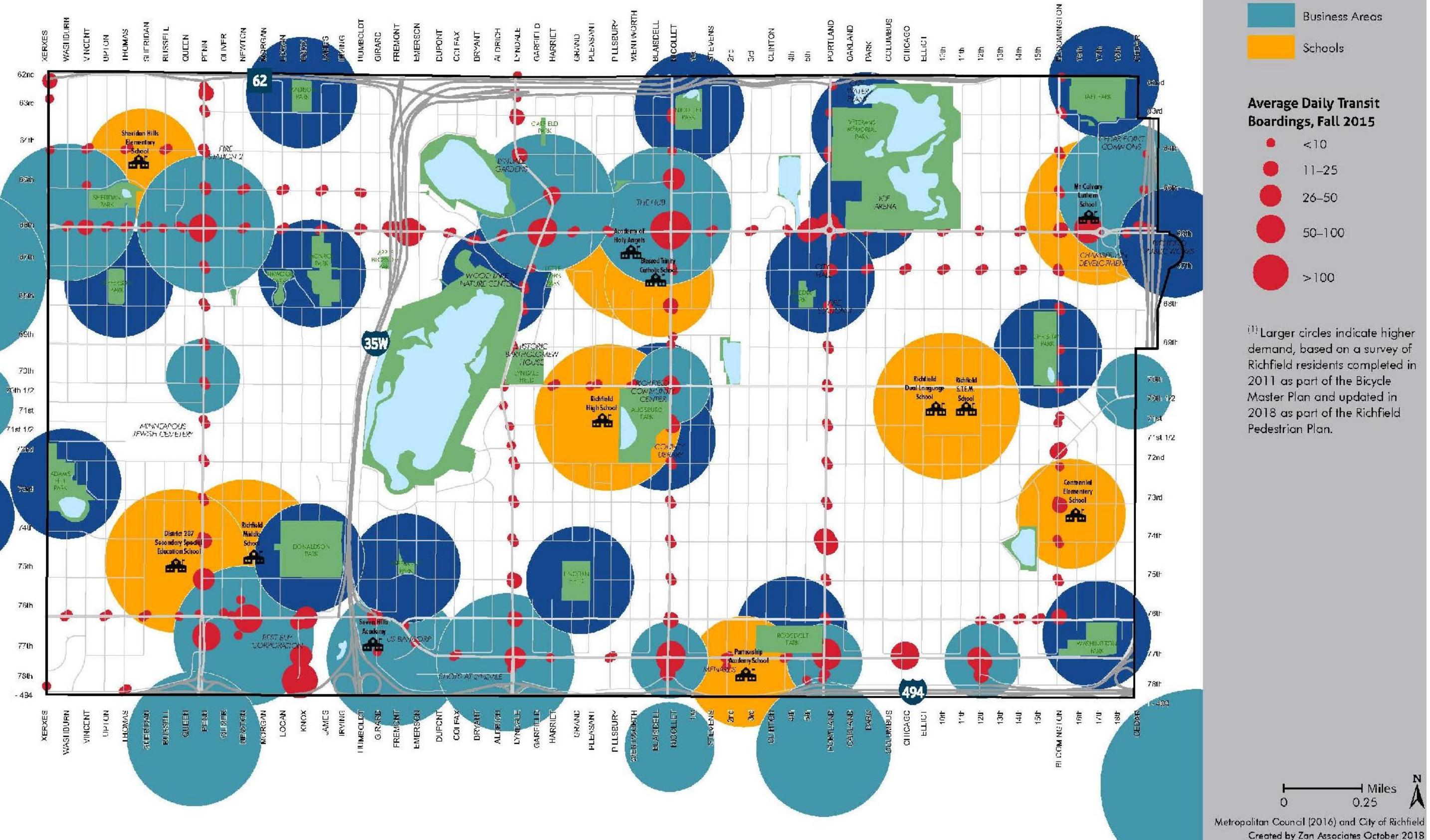




Figure 9: Population Density

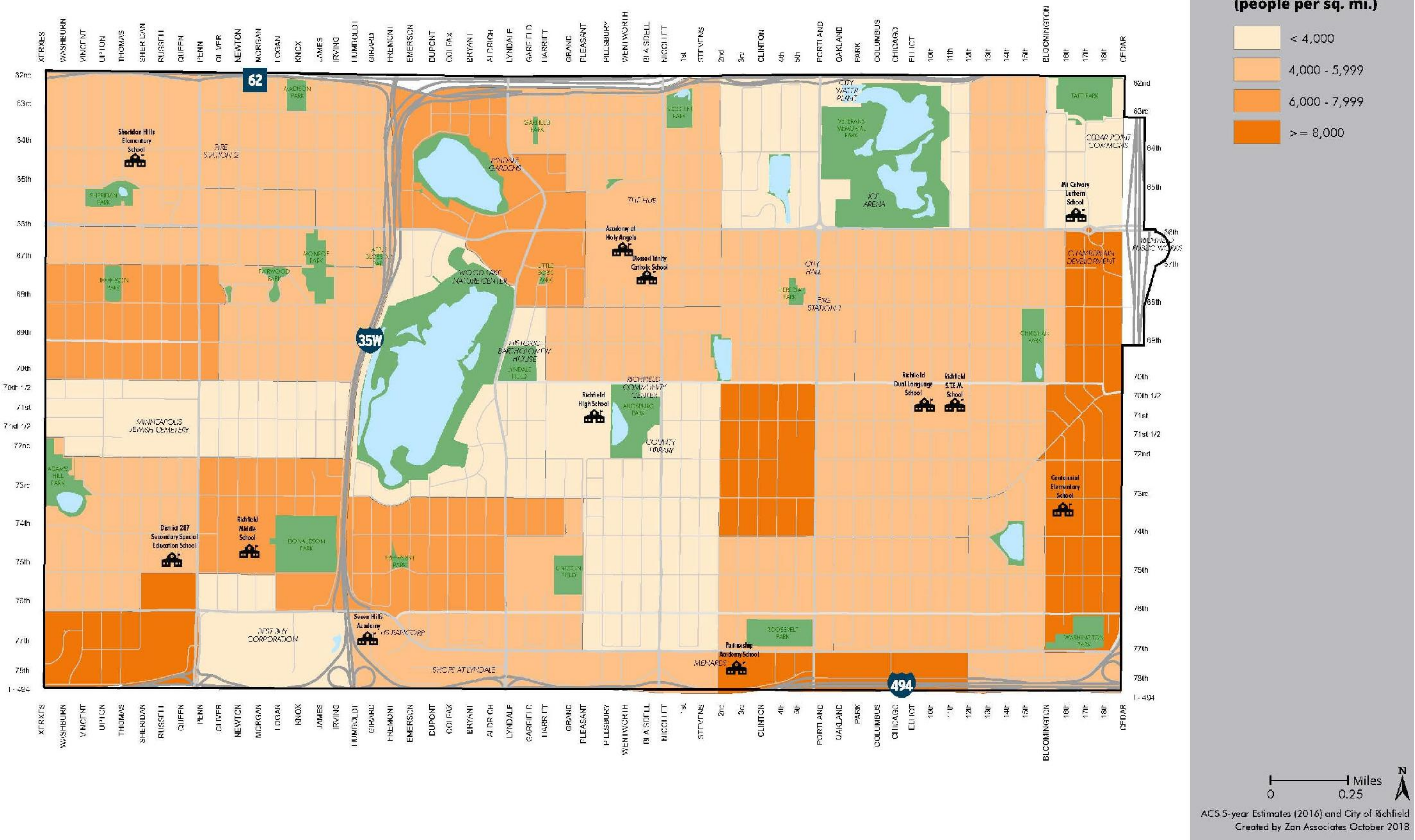


Figure 10: Percentage of People Living in Poverty

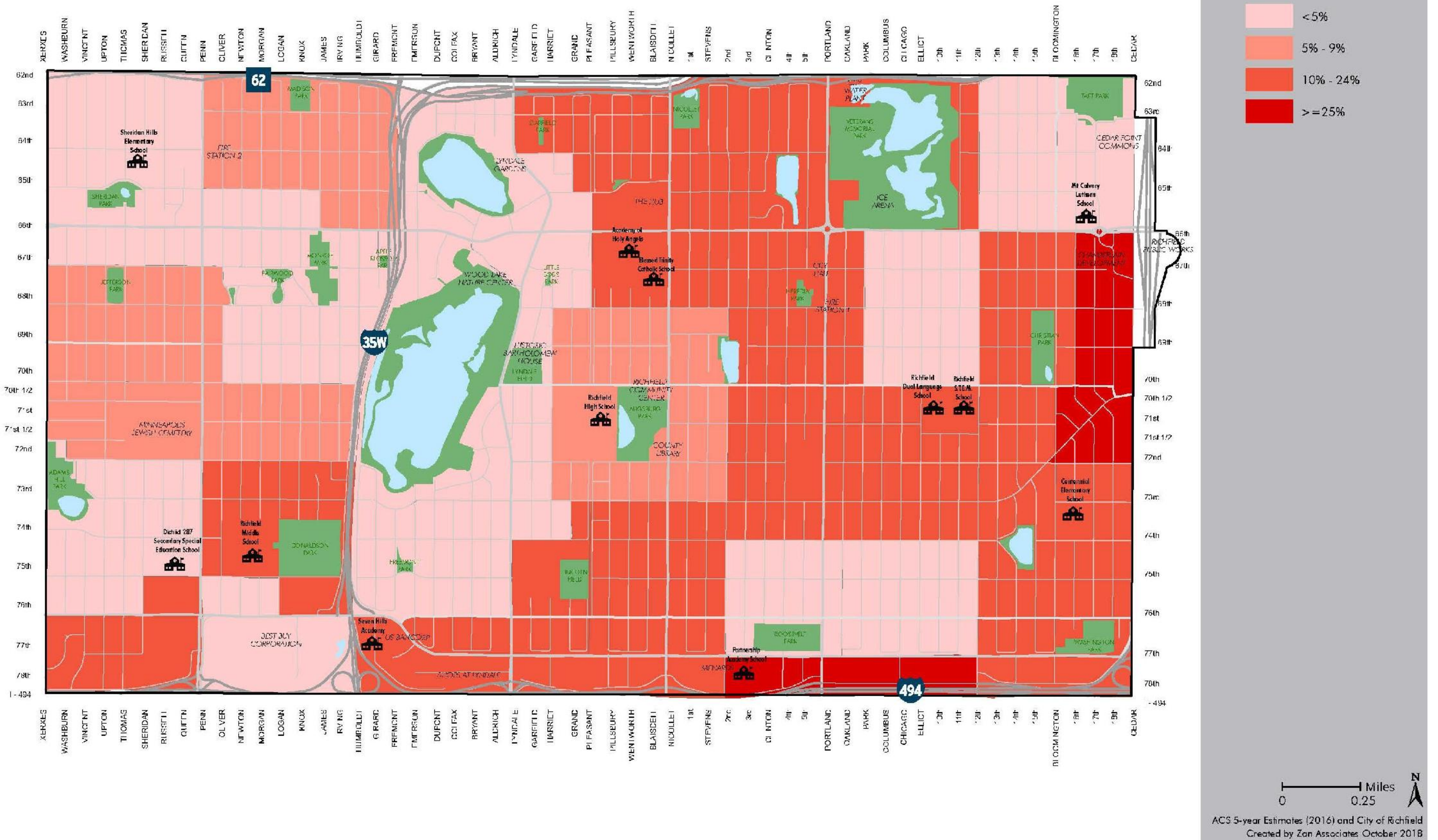




Figure 11: Percentage of Non-White Populations

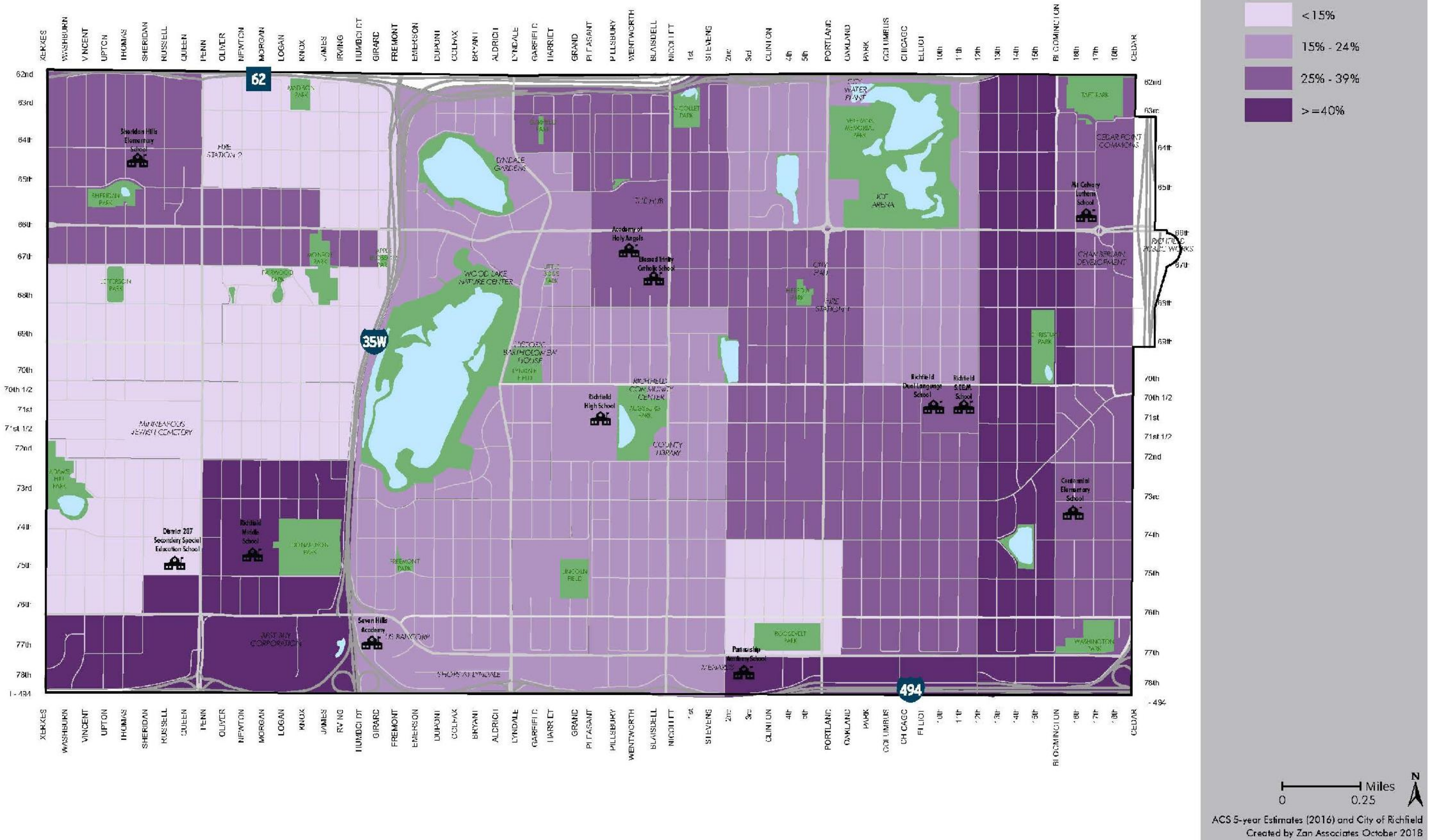




Figure 12: Percentage of 65+ Populations

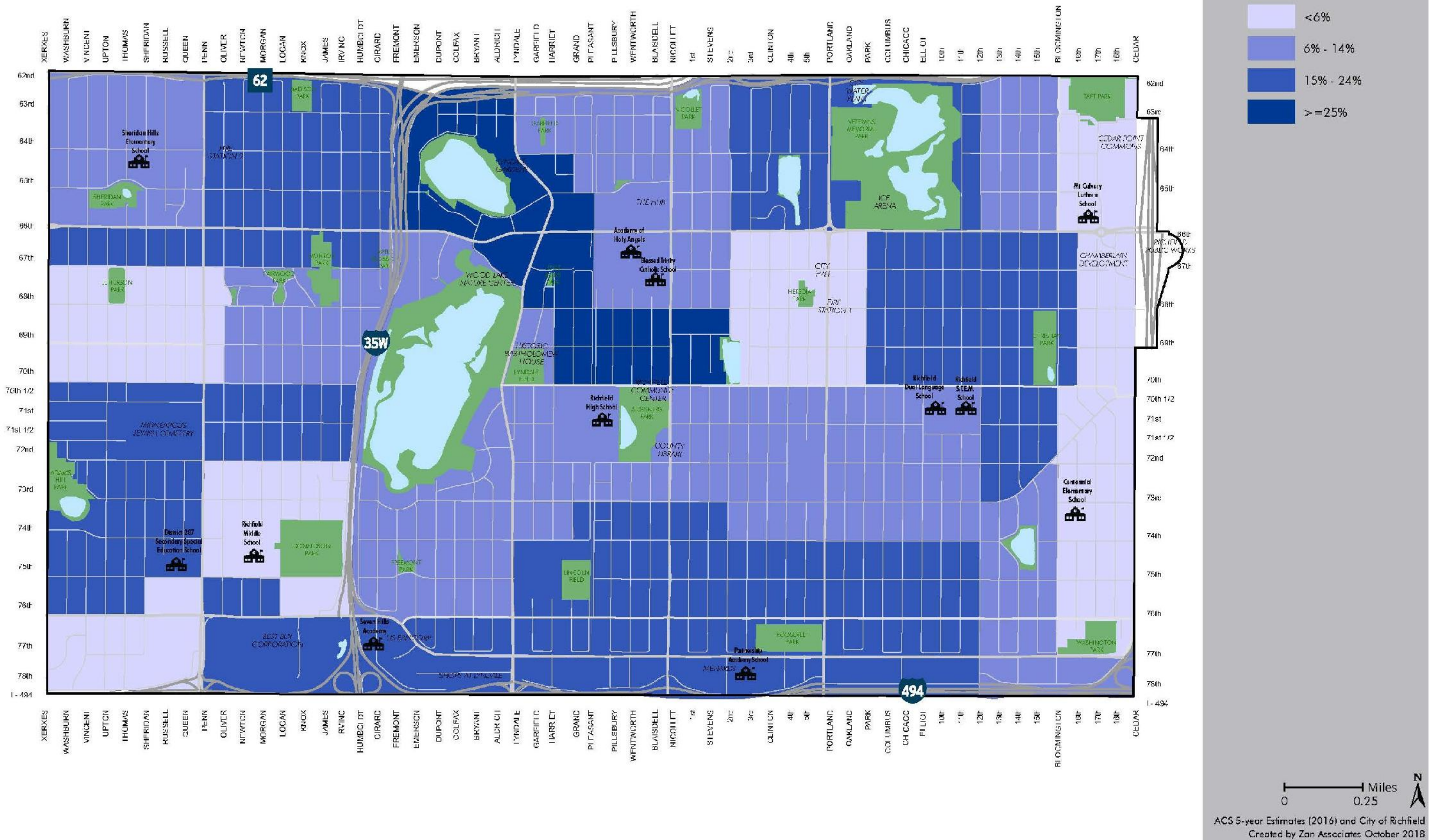




Figure 13: Percentage of 18 and Under Populations

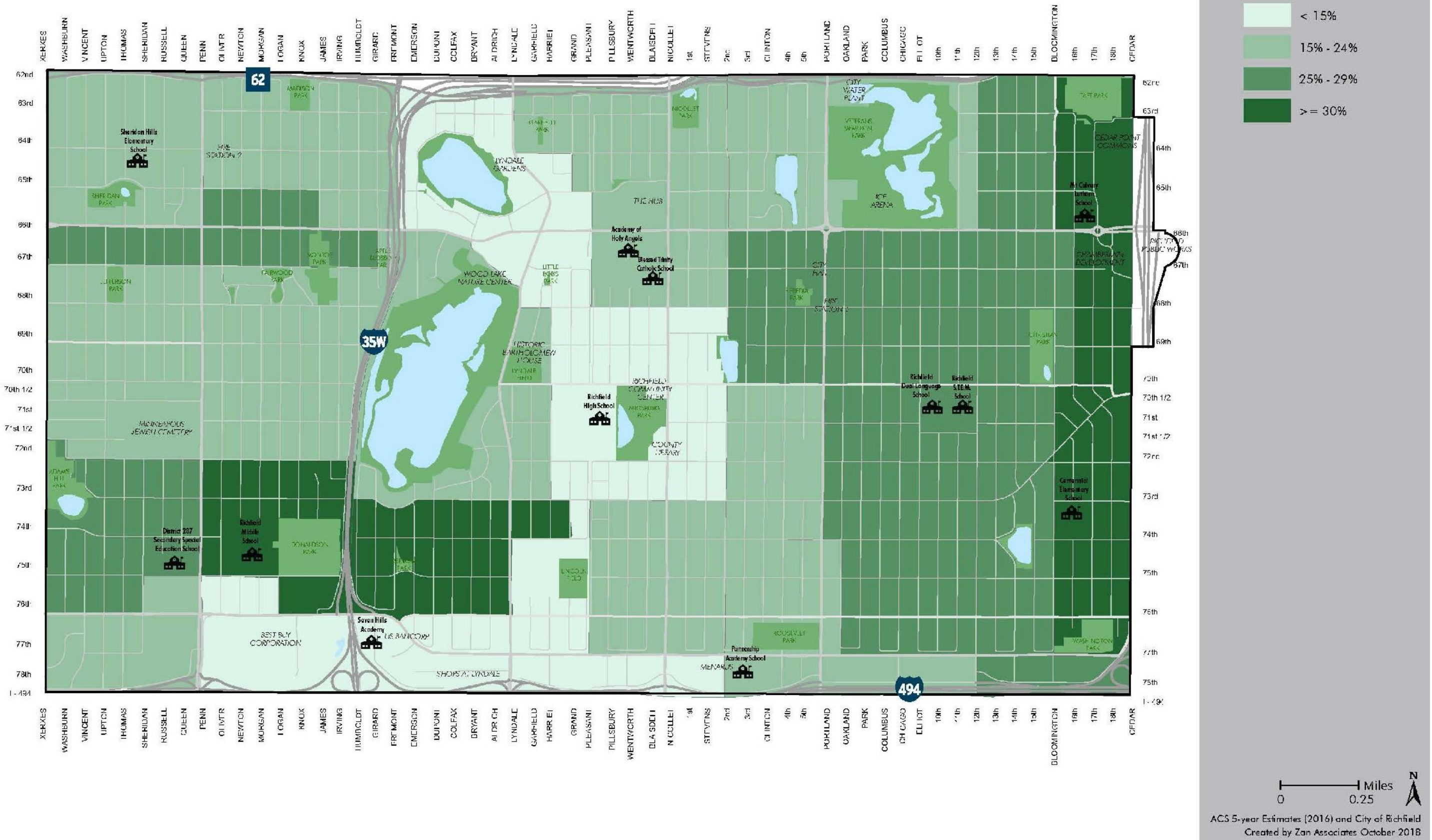
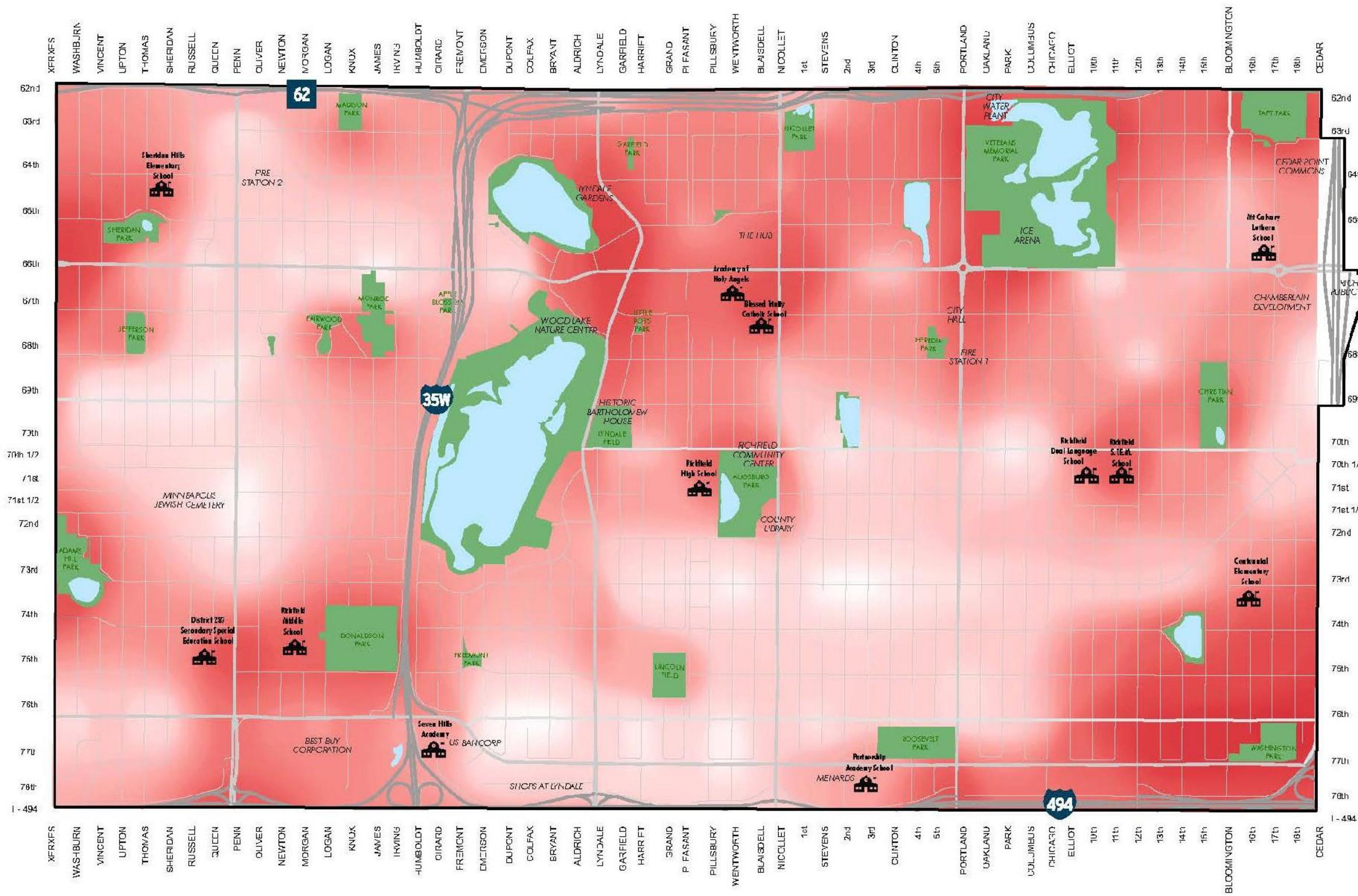




Figure 14: Citywide Pedestrian Demand



Pedestrian Demand

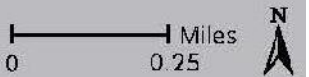


Pedestrian Demand Methodology

Pedestrian demand was determined based 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:

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

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.



City of Richfield
Created by Zan Associates October 2018

Pedestrian Demand Evaluation Framework

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

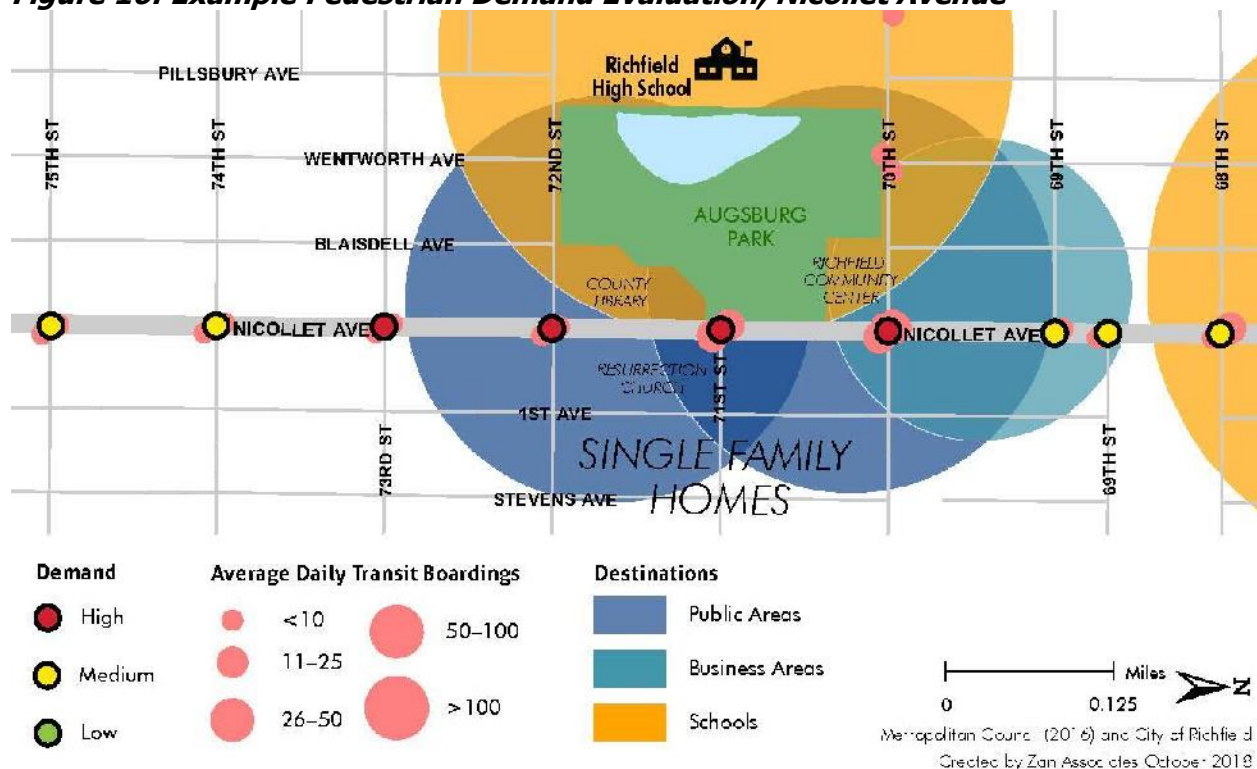
- **Magnitude of Activity:** Places with a larger *draw* will likely generate more pedestrian demand.
- **Proximity:** Places within ½-mile will have more impact on walking than places further away.
- **Time of Day:** Some activity centers such as schools or transit stops may have higher pedestrian activity 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 16 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 16: Example Pedestrian Demand Evaluation, Nicollet Avenue

Demand Category	Influencing Factors
Activity Centers and Destinations	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Neighborhood east of Nicollet Avenue has a relatively high population density and concentrations 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	<ul style="list-style-type: none"> Speed on Nicollet Avenue is higher than 25 mph. High traffic volumes – 12,000+ vehicles per day. Nicollet Avenue is direct connection to and between many different destinations and activity centers. Nicollet Avenue is key part of existing sidewalk network, poor condition.

Chapter 3: Pedestrian Experience

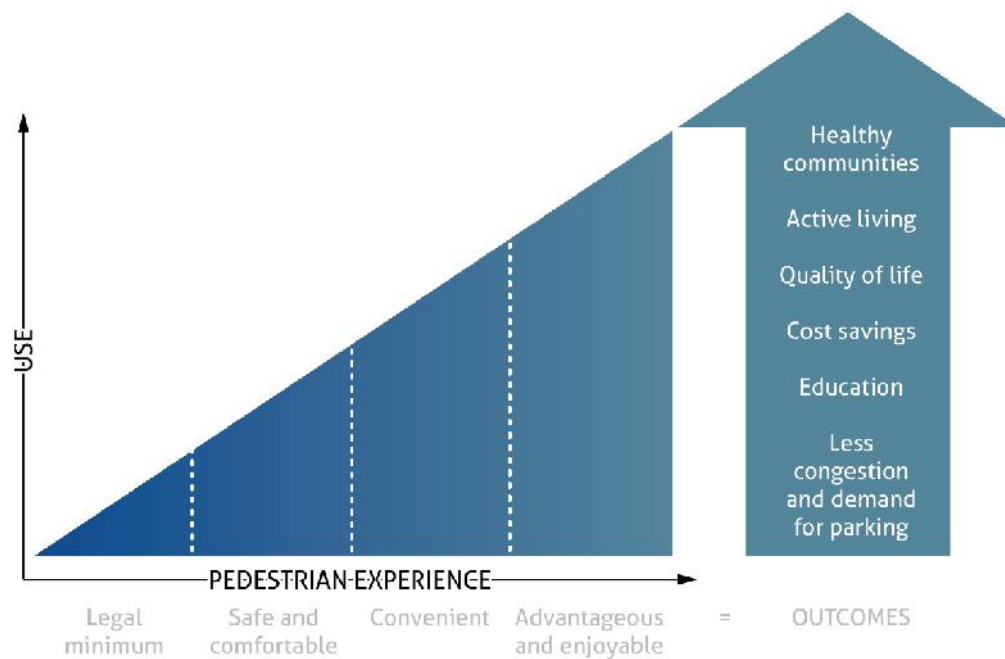


Experience in many communities, including Richfield, has shown that people walk more and are drawn to locations where they feel safe, the route is convenient, and the experience is enjoyable. This concept is illustrated in Figure 17. Walking participation and the related benefits increase as the level 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 and minimum accommodations for people with disabilities, 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 17).

Figure 17: 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 (Figure 18).
- 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.



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.

Figure 18: Richfield Pedestrian Facilities



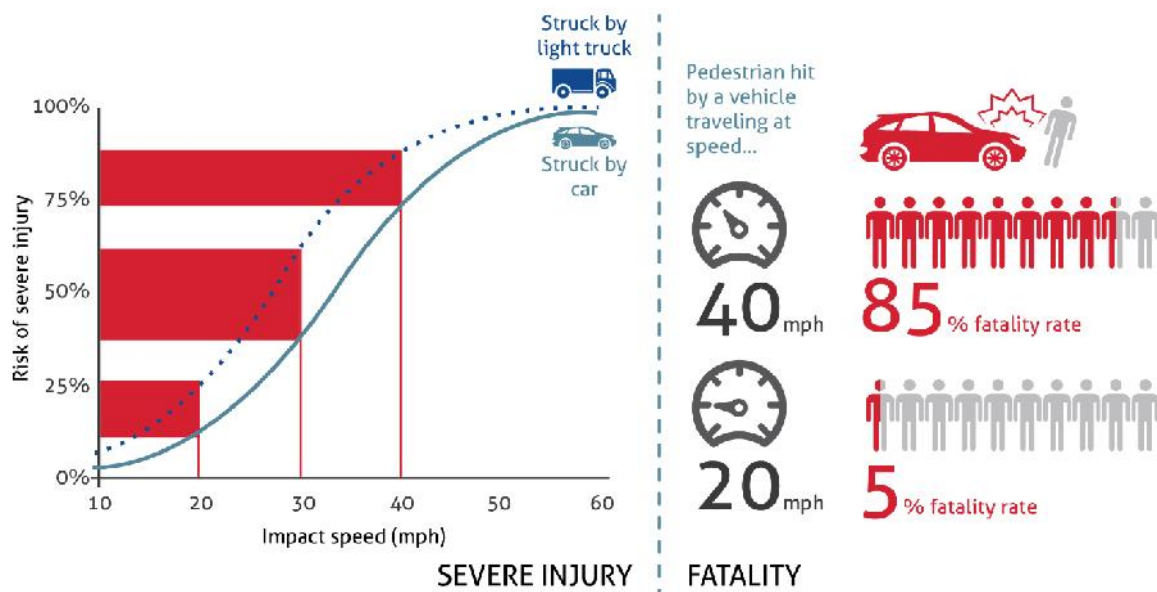
- Many of the older sidewalks in the city are built at the back of the curb and don't provide adequate separation from traffic for a comfortable or safe pedestrian experience, especially in winter months where sidewalks become snow storage.
- Many sidewalks, crosswalks, and signalized intersections do not meet ADA requirements and are not easily accessible for people with mobility impairments.
- The city did not include pedestrian infrastructure along neighborhood streets when the roads were built (1970s), 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 19, 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 19: 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 20 shows key trends related to this data and Figure 21 shows the location and severity of reported pedestrian crashes in Richfield.

Figure 22 and Figure 23 show pedestrian crashes by intersection type and activity center, respectively.

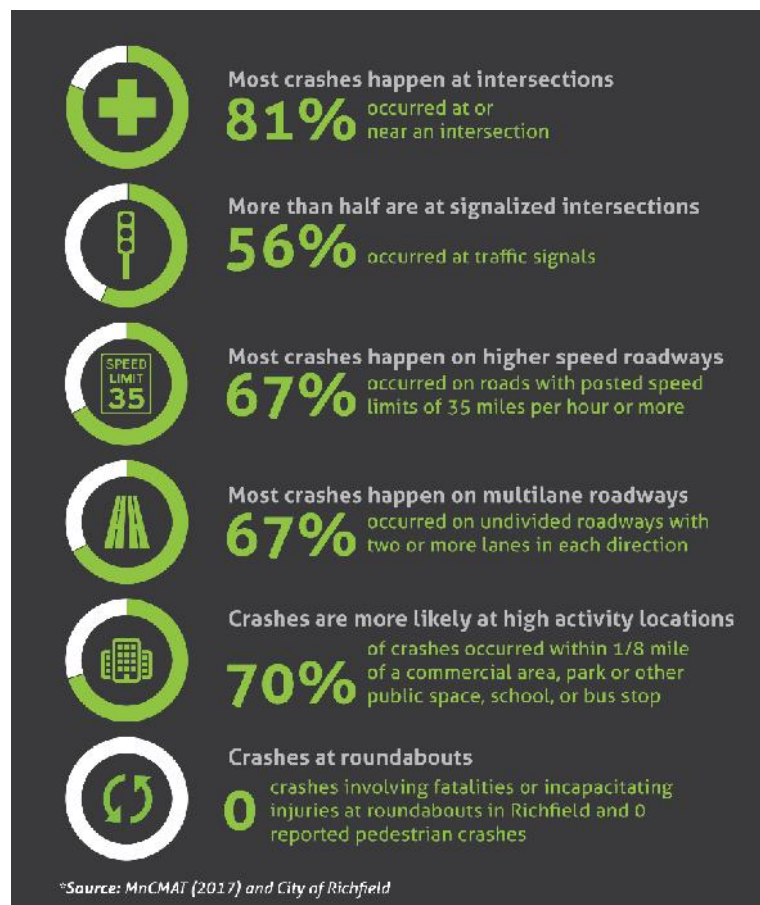
Figure 20: Richfield Crash Trends



Figure 21: Location and Severity of Crashes in Richfield (2006 – 2015)

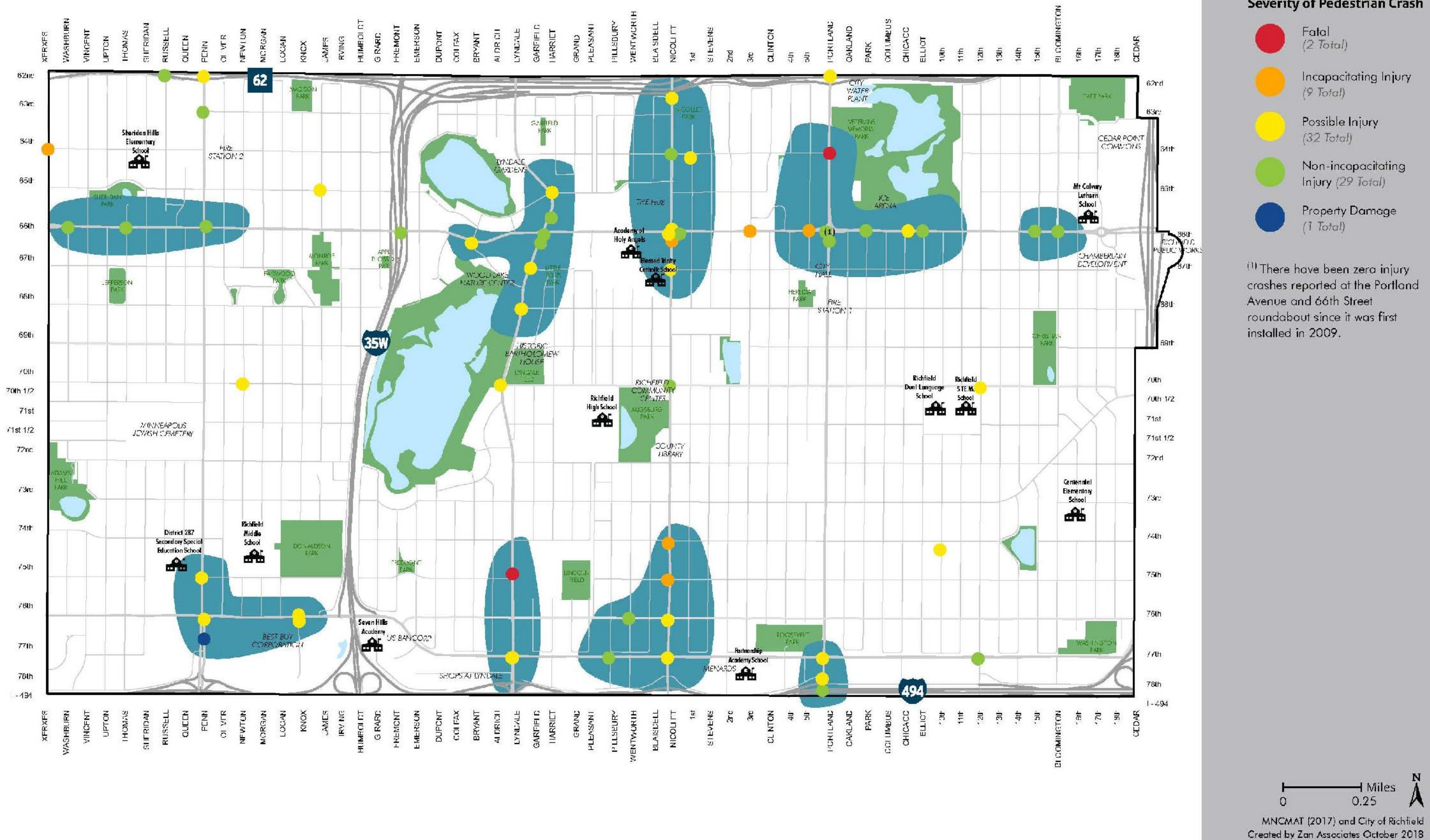


Figure 22: Crashes by Intersection Type Center

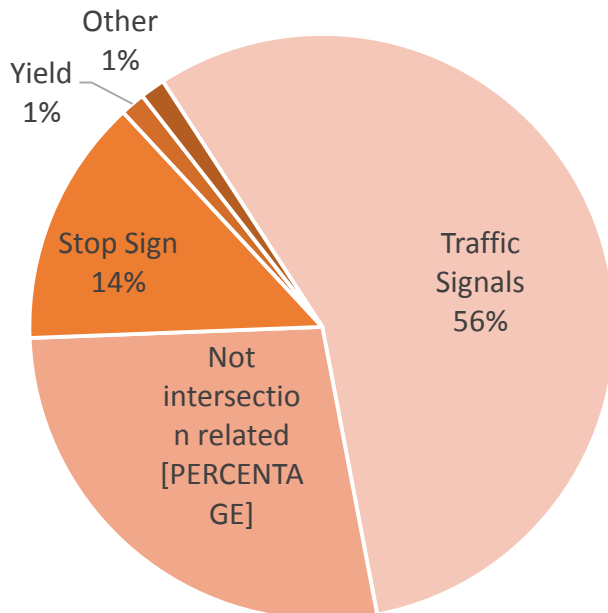
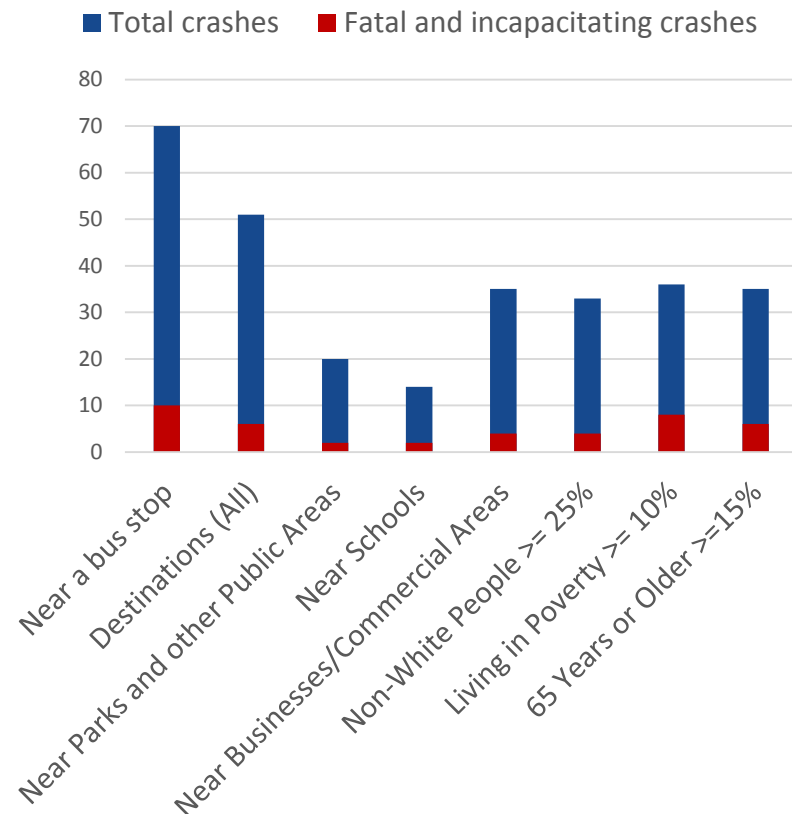


Figure 23: Crashes by Activity



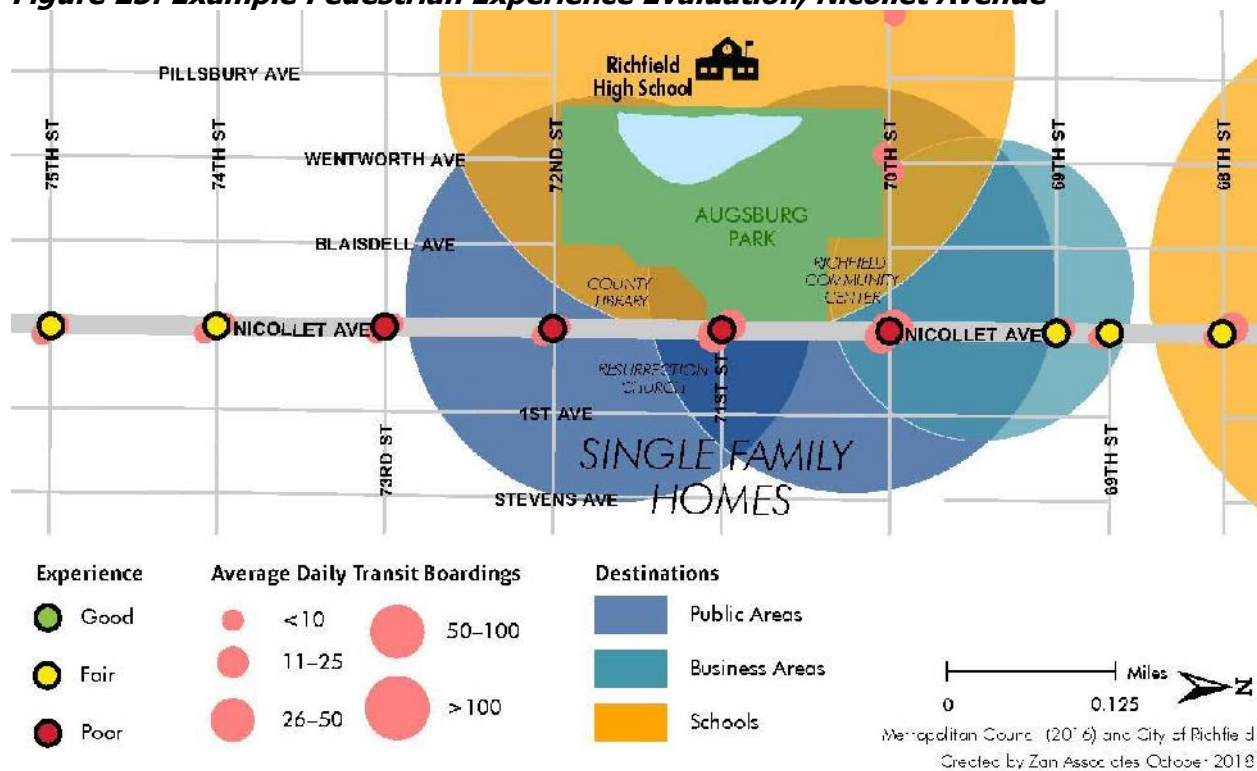
Pedestrian Experience

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 24 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 25 shows examples of these criteria applied to Nicollet Avenue, in Richfield.



Figure 24: Typical Pedestrian Experience Measures and Considerations

Crossings	Linear Facilities
<p><i>Physical condition</i></p> <p>This refers to the overall <i>state of repair</i> 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.</p> <ul style="list-style-type: none">• 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?<ul style="list-style-type: none">◦ Curb ramps◦ Concrete/asphalt surfaces◦ Crosswalk striping and stop bars◦ Pedestrian pushbutton and countdown timers• Are there clearly defined edges to delineate the pedestrian zone?	<p><i>Physical condition</i></p> <p>This refers to the overall <i>state of repair</i> of a sidewalk or multiuse trail. A well-maintained facility contributes to a feeling of safety, comfort, and joy for people walking.</p> <ul style="list-style-type: none">• 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?
<p><i>Pedestrian Delay</i></p> <p>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.</p> <ul style="list-style-type: none">• 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)?	<p><i>Width of the Pedestrian Access Route (PAR)</i></p> <p>The PAR is the area on a sidewalk or trail used for walking. This can be less than 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.</p> <ul style="list-style-type: none">• 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?
<p><i>Crossing distance and crash exposure</i></p> <p>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.</p> <ul style="list-style-type: none">• 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?	<p><i>Separation from traffic – boulevard, furnishing zone, sign zone</i></p> <p>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.</p> <ul style="list-style-type: none">• 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?
<p><i>Speed of opposing vehicle traffic</i></p> <p>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.</p> <ul style="list-style-type: none">• Are vehicle operating speeds 30 mph or greater?	<p><i>Pedestrian features</i></p> <p>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.</p> <ul style="list-style-type: none">• What pedestrian features are present?
<p><i>Visibility</i></p> <p>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.</p> <ul style="list-style-type: none">• 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?	<p><i>Visual quality</i></p> <p>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</p> <ul style="list-style-type: none">• Are elements such as trees and planting present?• Are physical features such as colored/textured concrete, banners, and public art included?
<p><i>Land use connectivity</i></p> <p>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.</p> <ul style="list-style-type: none">• Are there marked crosswalks at all intersection legs?• Does the crossing provide a direct connection to nearby activity centers?	<p><i>Land use connectivity</i></p> <p>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”.</p> <ul style="list-style-type: none">• 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 25: Example Pedestrian Experience Evaluation, Nicollet Avenue

Demand Category	Influencing Factors
Physical Condition	<ul style="list-style-type: none"> No marked crosswalks at 71st or 72nd Street. Existing crosswalk markings at 70th Street are worn and faded.
Visibility	<ul style="list-style-type: none"> Lighting illuminates the roadway mid-block, but does not light the sidewalks or crosswalks.
Crossing Distance and Crash Exposure	<ul style="list-style-type: none"> Pedestrians are required to cross three traffic lanes and bike-able shoulders.
Pedestrian Delay	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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



The city's pedestrian network will be expanded and modernized overtime to improve safety and to create a positive pedestrian experience, as resources become available. The highest priority for the pedestrian network is to focus on safety countermeasures at high traffic roadway crossings, particularly on the arterial roadway network. In addition, a series of priority pedestrian routes have been identified based on a review of proximity to activity centers (demand), gaps in the existing pedestrian network, and connections to crossings of major barriers to pedestrian mobility (e.g., highway bridges, railroad crossings, etc.). Finally, routes with existing pedestrian facilities will be modernized, based on need, to provide a positive pedestrian experience. This may mean replacing outdated and unsafe sidewalks and/or installing sidewalks on both sides of the road in some locations (see Figure 26).

Figure 27: Richfield Pedestrian Network is the Pedestrian Network Map for the City of Richfield. This map shows existing pedestrian facilities, priority pedestrian routes, and land use typologies as described below.

Figure 26: Richfield Pedestrian Network Considerations



Existing Pedestrian Facilities

Richfield is working to expand and modernize its pedestrian transportation system, but there is still more work to be done. There are existing sidewalks on both sides of the street along all



minor arterial roadways and sidewalks along one side of the street on all collector roadways, in accordance with the city's current sidewalk policy. In addition, the city has modernized facilities to include wider sidewalks, separation from vehicle traffic (i.e., boulevards), and safe crossings as part of recent roadway reconstruction projects (e.g., Portland Avenue and 66th Street). In total the existing pedestrian system in Richfield includes 162 miles (centerline) of roadways, 51.5 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).

Priority Pedestrian Routes

Priority Pedestrian Routes were identified based on proximity to activity centers (i.e., demand), planned development, filling gaps within the existing pedestrian network, and connections to crossings of major barriers to pedestrian mobility (e.g., highway bridges, railroad crossings, etc.). In total, 12 missing links in the priority pedestrian network have been identified as follows (see Figure 27).

- A. Queen Avenue from 66th to the existing sidewalk 300' south:** Fills a gap in the existing pedestrian network
- B. 67th Street from Penn Avenue to Girard Avenue and Girard Avenue from 67th Street to 66th Street:** Passes nearby major activity centers and provides an alternative connection to the I-35 W bridge to 66th Street.
- C. 73rd Street from the I-35W Pedestrian Bridge to Lyndale Avenue:** Fills a gap between existing pedestrian facilities and connects high activity locations.
- D. 64th Street from Lyndale Ave to Portland Avenue:** Fills a gap between existing pedestrian facilities and connects high activity locations.
- E. 68th Street from Lyndale Avenue to Nicollet Avenue:** Fills a gap between existing pedestrian facilities and connects high activity locations.
- F. 4th Avenue from 70th Street to 71st Street:** Fills a gap in the existing ped. network.
- G. 4th Avenue from 73rd Street to 76th Street:** Fills a gap between existing pedestrian facilities and connects high activity locations.
- H. 2nd Avenue from 77th St to 78th St:** Fills a gap in the existing pedestrian network, connecting to the existing pedestrian bridge over I-494.
- I. 67th Street from Portland Avenue to Richfield Parkway:** Fills a gap in the existing ped. network and serves future dev. areas which will have access along 67th Street.
- J. 71st Street from Elliot Avenue to 12th Avenue:** Fills a gap in the existing pedestrian network adjacent to a school.
- K. 73rd Street/Diagonal Boulevard from Portland Avenue to Cedar Avenue:** Fills a gap between existing pedestrian facilities and connects high activity locations.
- L. 12th Avenue from 66th Street to 65th Street and 65th Street from 12th Avenue to Richfield Parkway:** Fills a gap in the existing pedestrian network and serves future development areas which will have access along 67th Street.
- M. Richfield Parkway, from 68th Street to 70th Street:** Provides a continuation of the pedestrian facilities along Richfield Parkway to the north.
- N. Richfield Parkway, from Diagonal Boulevard to 76th Street:** Provides a continuation of the pedestrian facilities along Richfield Parkway to the north.

- O. Bloomington Avenue, between 76th and 77th Street:** Fills a gap in the existing pedestrian network

Land Use Typologies

Land use typologies provide the basis to make decisions about future pedestrian facilities throughout the city. Land use typologies should be used in the project development process, in combination with an understanding of potential demand and desired pedestrian experience, to identify a suitable pedestrian facility design. The following is a description of each land use typology.

- **Neighborhood Residential**

Characterized by single family and multifamily residential uses along lower volume streets laid out in a grid pattern. Focus should be on fostering slower vehicle speeds, creating a clear and well-maintained walking path and providing safe crossings, particularly at higher volume roadways.



- **Neighborhood Commercial**

Primarily neighborhood serving commercial uses focused on providing goods, services, and entertainment. Focus should be safe and efficient crosswalks, direct and visually appealing pedestrian routes, and separation from vehicle traffic.



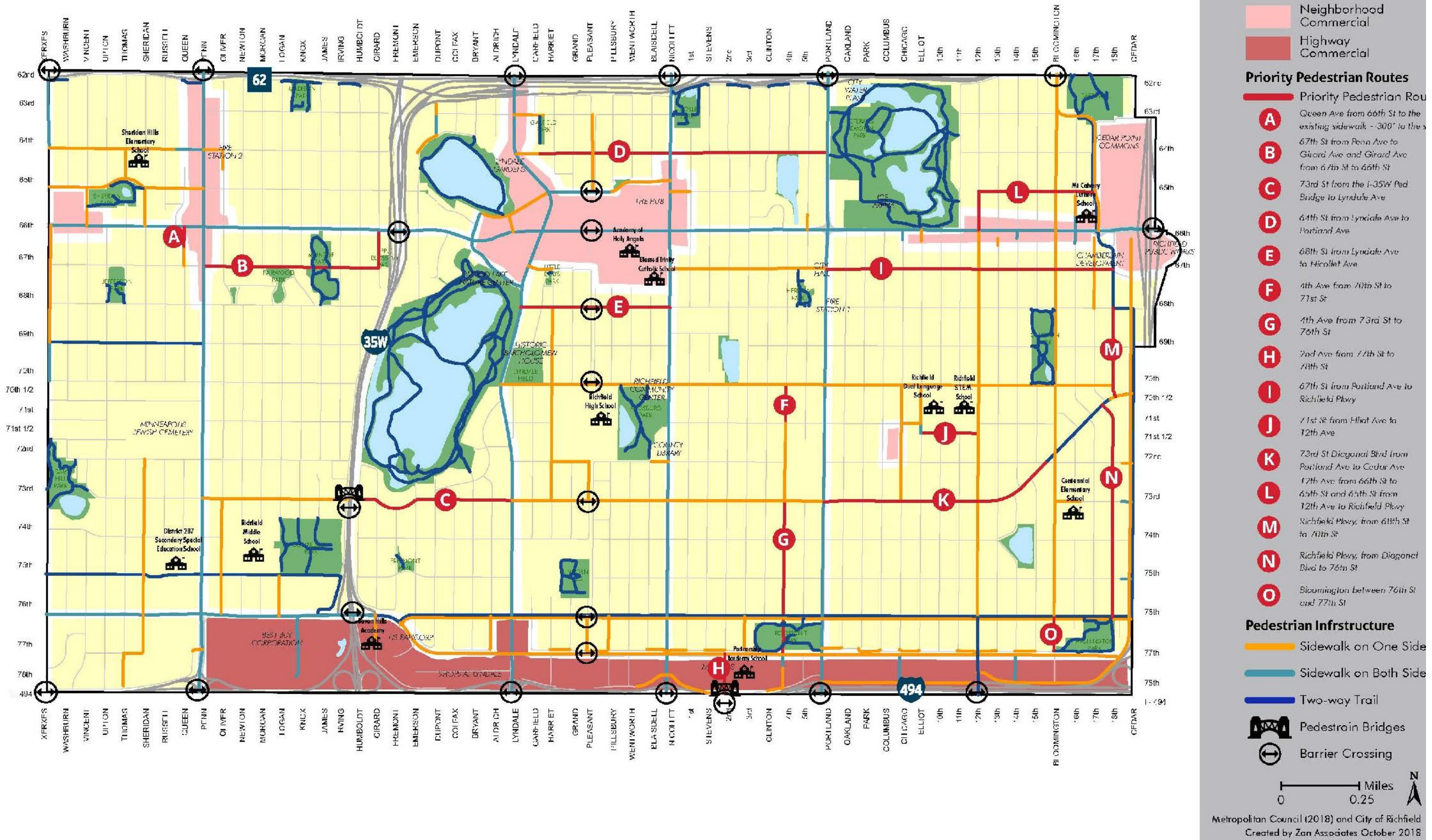
- **Highway Commercial**

Land uses tend to be auto oriented. Focus should be on providing pedestrians with separation from vehicle lanes and safe places to cross.





Figure 27: Richfield Pedestrian Network



Chapter 5: Plan and Policy Review



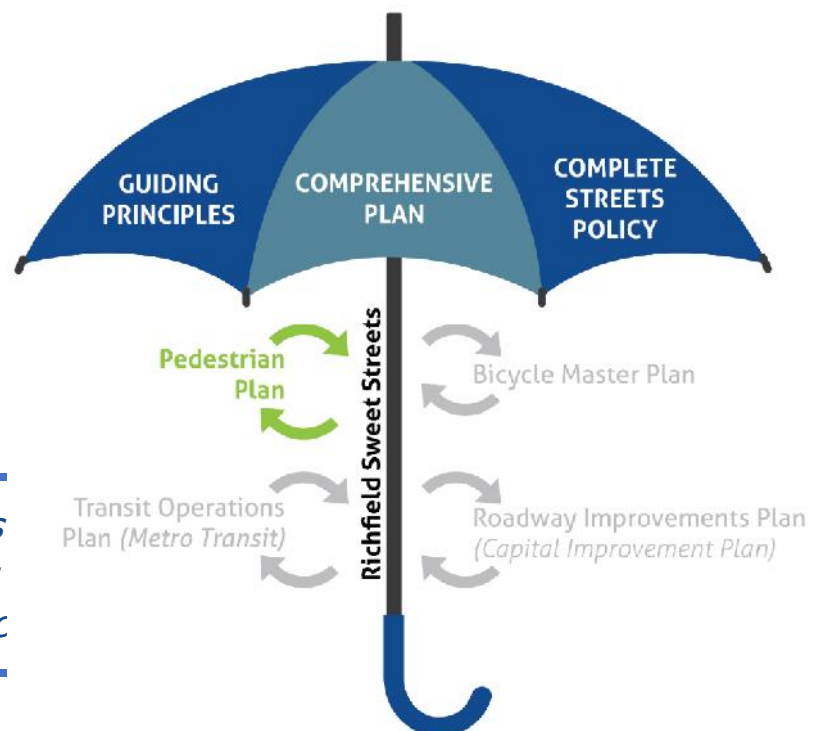
Richfield is working to provide pedestrians with safe, convenient, and enjoyable walking environments through its planning and policy efforts and related local, regional, and state plans and policies provide a foundation for this pedestrian plan. At the local level, efforts are governed by the City's Comprehensive Plan, Guiding Principles for Transportation, and Complete Streets Policy, all of which set the framework for transportation planning in Richfield (see Figure 28).

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

*Existing plans and policies
government to make walking
rec*

These plans should be updated to allow for greater flexibility in the siting

Figure 28: Transportation Planning in





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 29 summarizes the plans and policies reviewed as part of the planning process and includes considerations to make walking safer and more inviting for pedestrians. The findings presented in Figure 29 are considerations to update official policies and the wording in the figure is not intended to replace the existing policy or to be considered as a policy in itself.

Figure 29: Plan and Policy Review

Policy	Overview	Considerations
<i>Richfield Sidewalk Standards Policy (2016)</i>	<ul style="list-style-type: none"> • 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 	<p>Amend this policy to:</p> <ul style="list-style-type: none"> • Specifically allow for pedestrian facilities on local streets as appropriate, based on demand • Specify minimum sidewalk widths (5' in residential and 8' in commercial areas) • Include sidewalks on both sides of the street as a standard practice in all applications (one-side sidewalks can be done as an exception, if justified) • Include guidance for other pedestrian facilities, such as temporary treatments on streets and multiuse trails • Specifically describe the process to add sidewalks on an existing residential street with no sidewalks • Treat funding for sidewalks in the same manner as funding for streets
<i>Richfield Pedestrian Crosswalk Pavement Markings Policy (2006)</i>	<p>Pedestrian crosswalk pavement markings or special treatments at:</p> <ul style="list-style-type: none"> • Signalized intersections • Intersections designated as safe routes to schools and parks • Other locations deemed warranted through engineering studies 	<p>Rewrite policy to provide guidance on the types of crossing treatments that should be considered at all intersections. Should include consideration for:</p> <ul style="list-style-type: none"> • Vehicle traffic volumes and speeds • Nearby land uses and activity centers • Demographics
<i>Richfield Sidewalk Snow Plowing Policy (2011)</i>	<p>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.</p>	<p>Revise to include a more detailed hierarchy for snow clearance priorities. Major activity centers, arterial roadways, and school routes should be prioritized (including transit stops), with a lower priority (or none) given to pedestrian facilities on sub-collector and residential streets.</p>
<i>Richfield Complete Streets Policy (2015)</i>	<p>Policy for accommodation of multimodal transportation, city-wide.</p>	<ul style="list-style-type: none"> • Evaluate each project against the complete streets policy • Consider the desired user experience of multimodal users • Seek opportunities to implement standalone pedestrian improvement projects
<i>Guiding Principles for</i>	<p>Framework for how the City will develop its transportation network, land uses,</p>	<p>Evaluate each project against the principles to foster accepted community design</p>

Policy	Overview	Considerations
<i>Transportation (2013)</i>	public realm, and open spaces.	principles, enhanced public realm amenities, and desired user experiences.
<i>ADA Transition Plan (2014)</i>	Evaluation of roadway facilities to ensure that all roads in the City are accessible to all individuals.	Revise the <i>Sidewalk Standards Policy</i> and <i>Crosswalk Policy</i> to explicitly reference the ADA Transition Plan as added support for local policies to improve pedestrian safety and experience.
<i>Richfield Safe Routes to School Comprehensive Plan (2014)</i>	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.
<i>Hennepin County Pedestrian Plan (2013)</i>	Addresses the county's role in making walking a safe and easy choice for residents.	Revise the <i>Sidewalk Standards Policy</i> and <i>Crosswalk Policy</i> to explicitly reference external policies as added support for local policies aimed at improving pedestrian safety and experience.
<i>Hennepin County Transportation Systems Plan (2011)</i>	Seeks to articulate a transportation vision, update previous planning work, and provide guidance for future transportation decisions.	
<i>Hennepin County Complete Streets Policy (2009)</i>	Policy for accommodation of multimodal transportation, county-wide.	
<i>MnDOT Complete Streets Policy (2016)</i>	Policy for accommodation of multimodal transportation, statewide.	

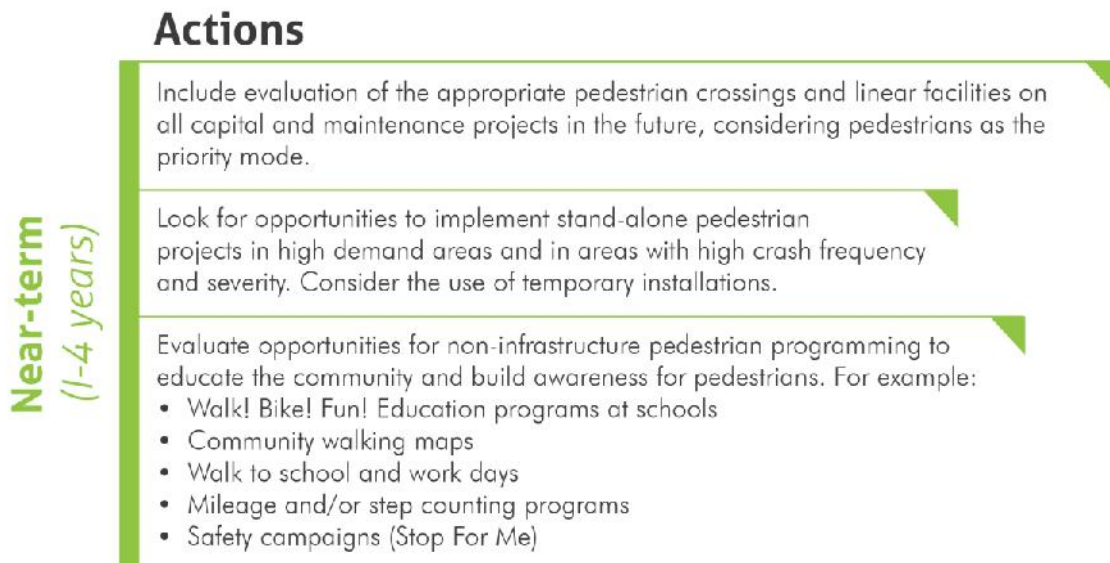
Chapter 6: Implementation



This section provides a framework for the implementation of the pedestrian plan, including action steps for implementation (Figure 30), a listing of reference material for design guidance,

a discussion of best practices for pedestrian facilities, and guidance on the project development process. While the city does fund transportation improvements, there is currently no dedicated funding source for standalone pedestrian safety improvements. As funding is identified, additional study will be needed to identify and prioritize specific pedestrian safety projects.

Figure 30: Implementation Framework





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&qclid=EAiaIQobChM Iv_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.

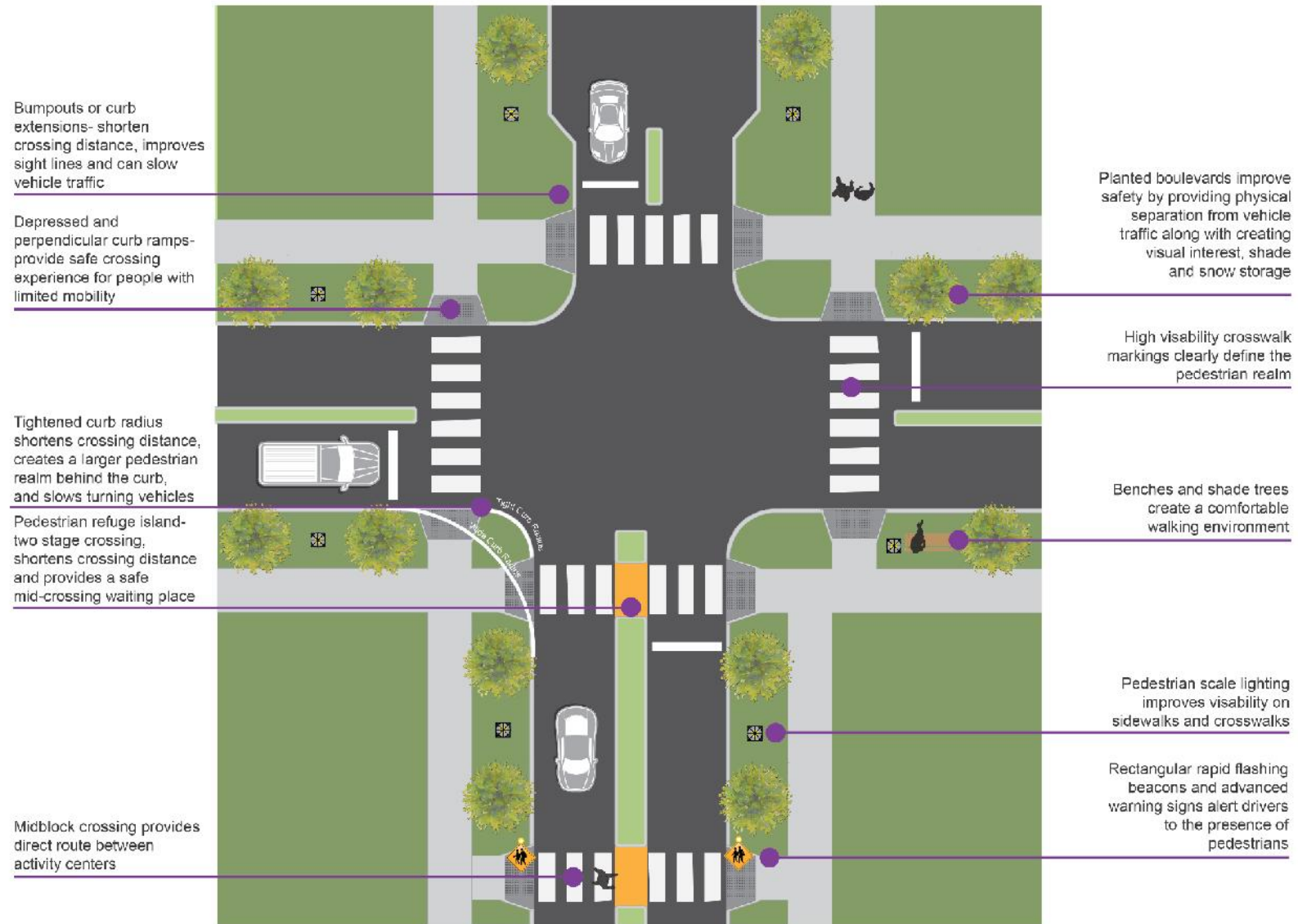
Pedestrians want a safe and comfortable walking experience this means short and well-marked crossings, slower rather than faster vehicle traffic, separation from traffic lanes, shade and periodic rest areas, and visual interesting environments (e.g., landscaping, art, etc.). Figure 31 illustrates common “best practice” treatments for pedestrians and Figure 32 provides additional description. Refer to the references above for specific design guidance.



High visibility crosswalk with median refuge island connecting high activity locations

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

Figure 31: Best Practice Pedestrian Treatments





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printing*

Figure 32: 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.

Bumpouts or curb extensionsDescription:

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



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 (e.g., trees and landscaping) 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 be 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)



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



November 2018

RICHFIELD PEDESTRIAN PLAN



Executive Summary
November 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.

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

Complete a system wide evaluation to develop a prioritized program of pedestrian safety projects, based on the demand evaluation framework in this plan.

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.

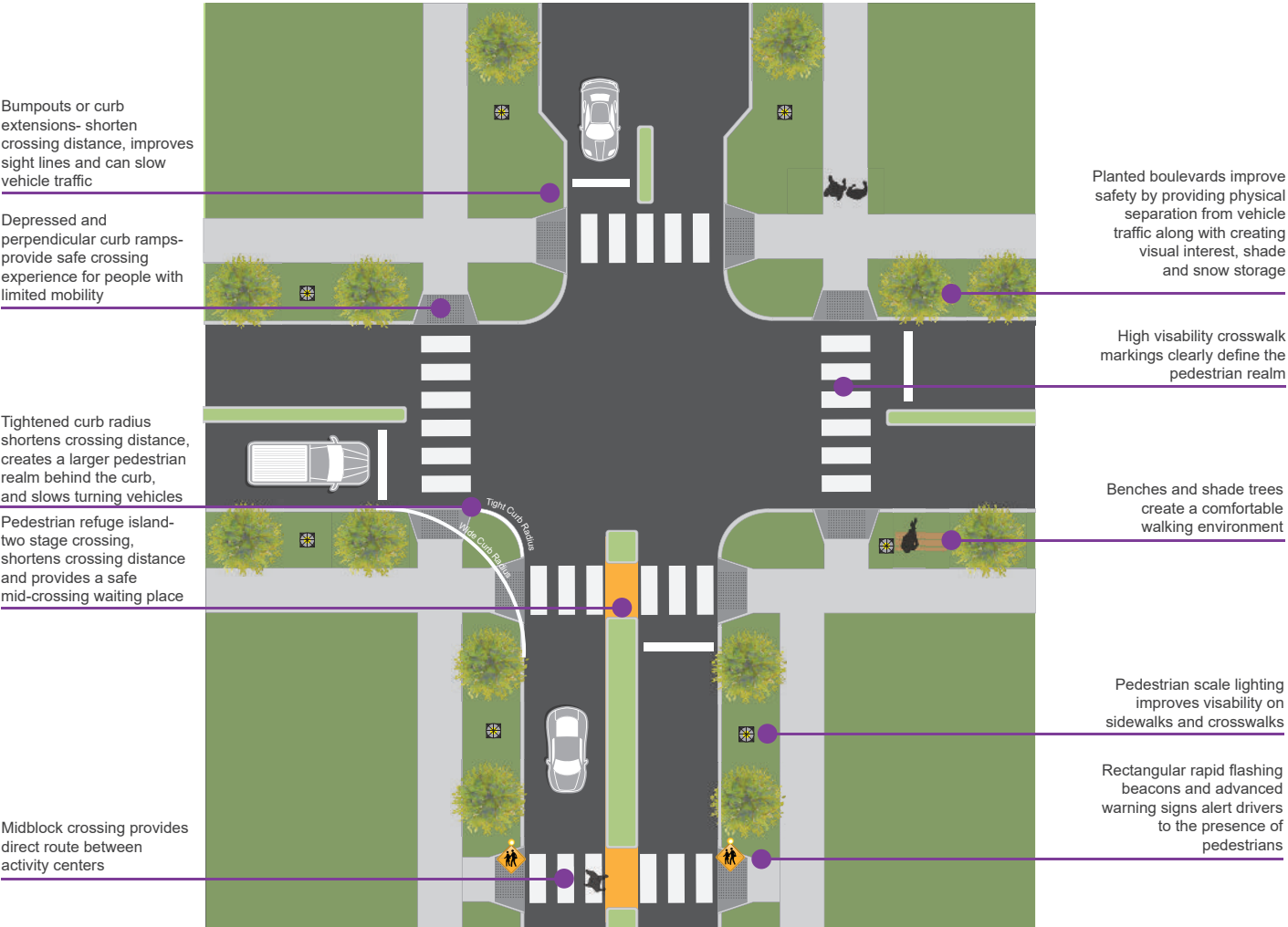
Long-term (10+ years)

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


Best Practice Pedestrian Treatments




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*

 **23%**
23.2% of households in Richfield have at least *one person with a disability*. *ACS, 2016* and 10.1% of Richfield residents report *living with a disability*. *MN State Demographer, 2017*

WALKING IS GOOD FOR HEALTH

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

WALKING IS GOOD FOR THE COMMUNITY

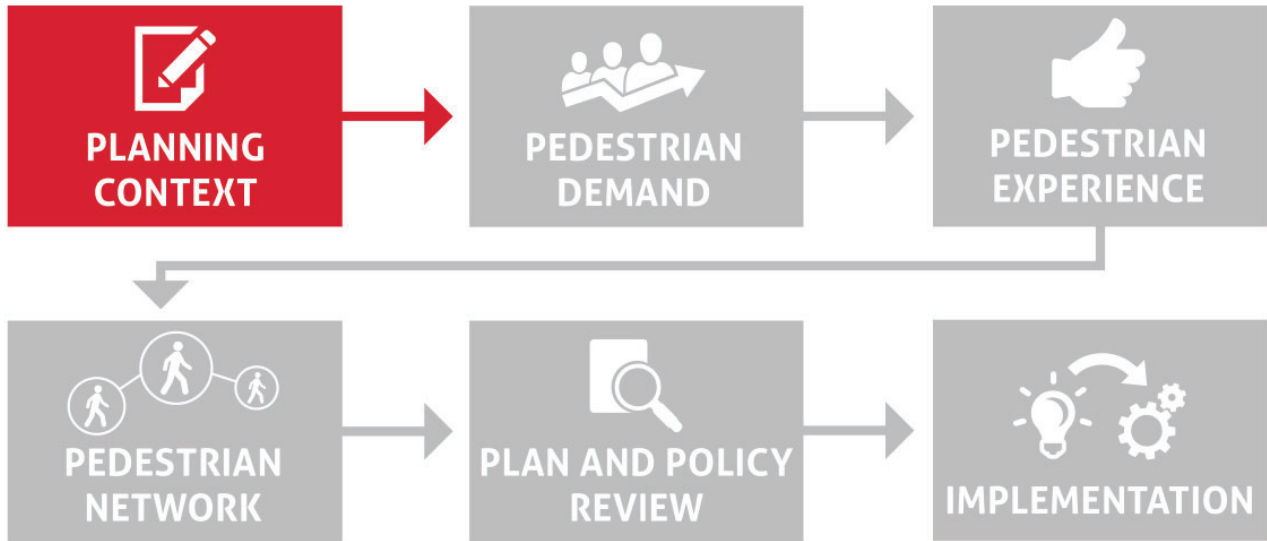
People living in pedestrian-friendly cities tend to be engaged in their community. One study found that living in pedestrian-friendly neighborhoods have higher levels of social and community engagement compared with those living in car-oriented suburbs.
Leyden, Kevin M, 2003

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 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.

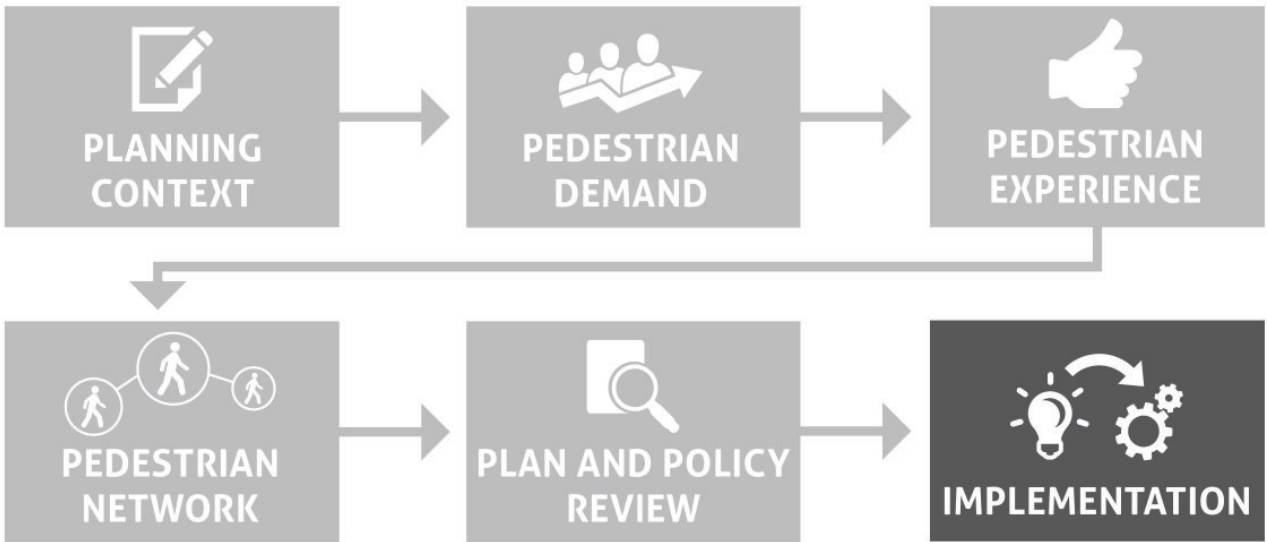
Richfield Pedestrian Plan Goals

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

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

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.

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.

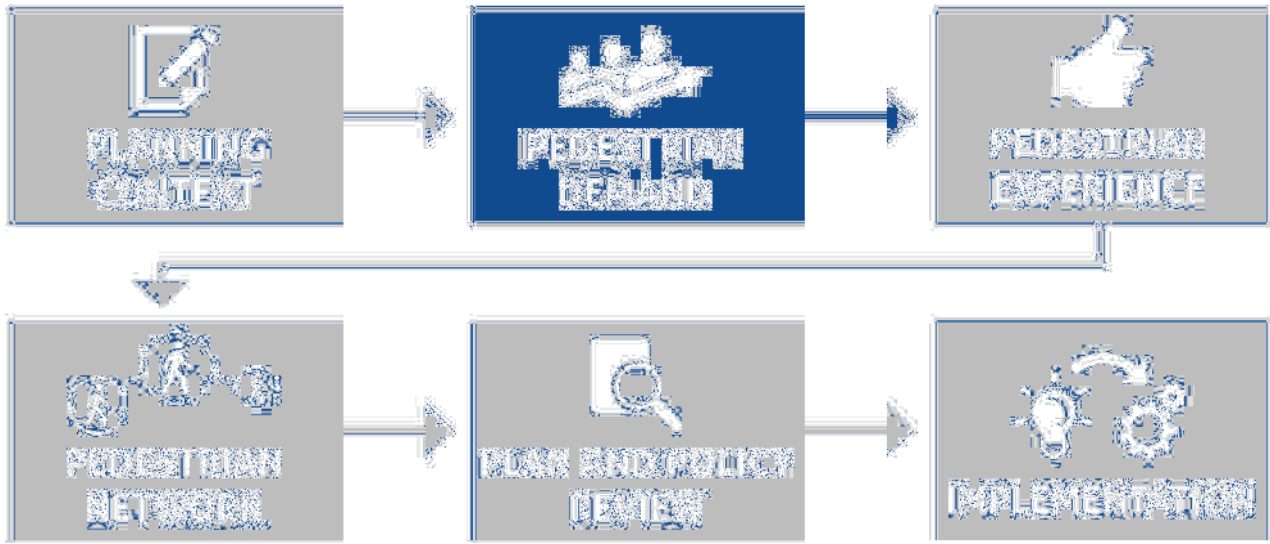
There is a planning and policy level emphasis on walking in Richfield. However, plans and policies need to be updated to allow greater flexibility in the siting of pedestrian facilities and to include people-based factors, such as activity generating land uses and concentrations of populations who often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

Influencing Themes and Trends



PEDESTRIAN DEMAND

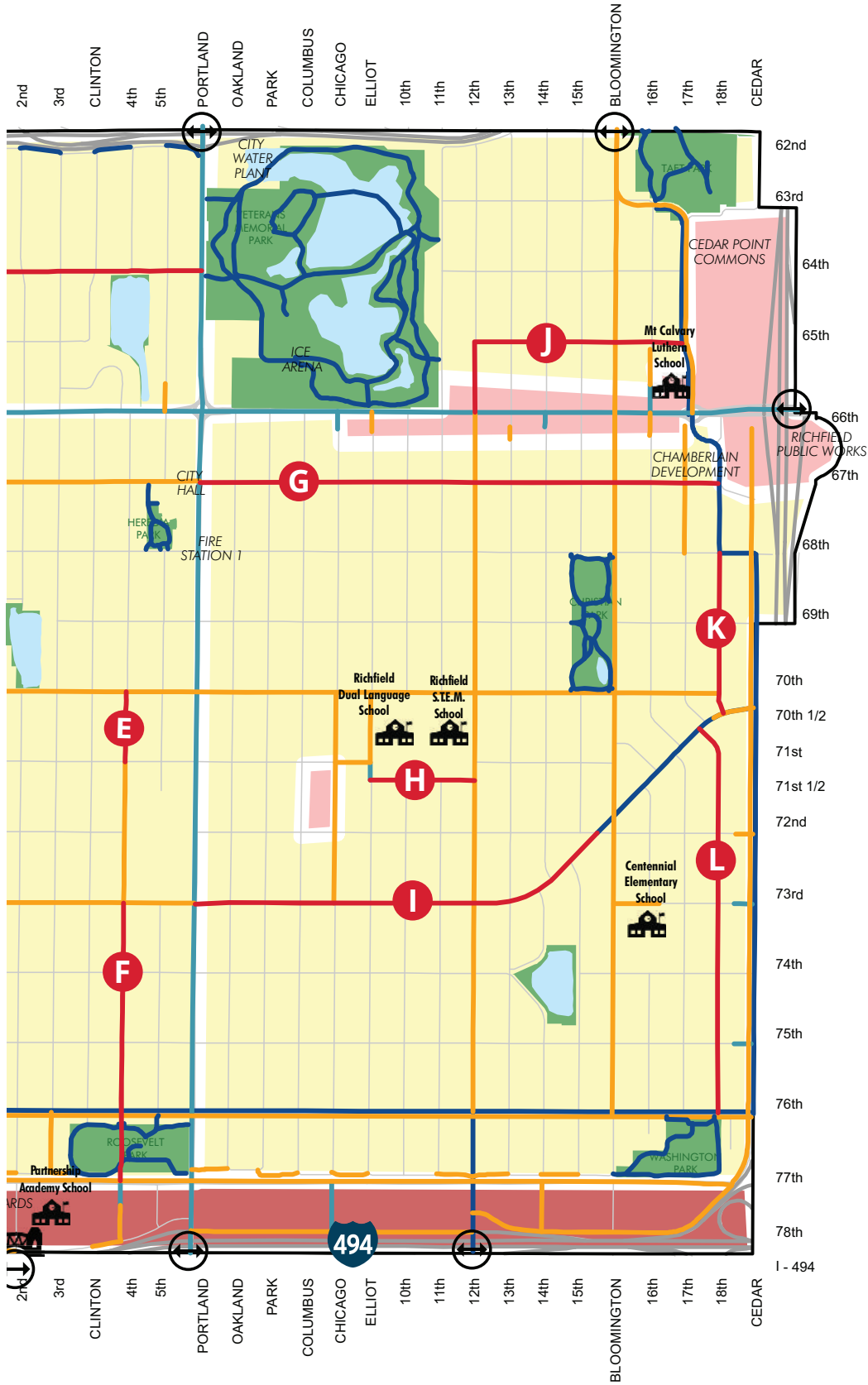


People walk for many different reasons and in many different places, but people avoid walking when they feel unsafe or uncomfortable. As a result, there is often significant latent demand for walking that doesn't show up when counts are made of current walking. A better understanding of both current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



Land Use Typologies

- Neighborhood Residential
- Neighborhood Commercial
- Highway Commercial

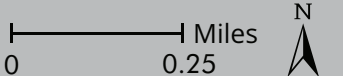
Priority Pedestrian Routes

Priority Pedestrian Routes

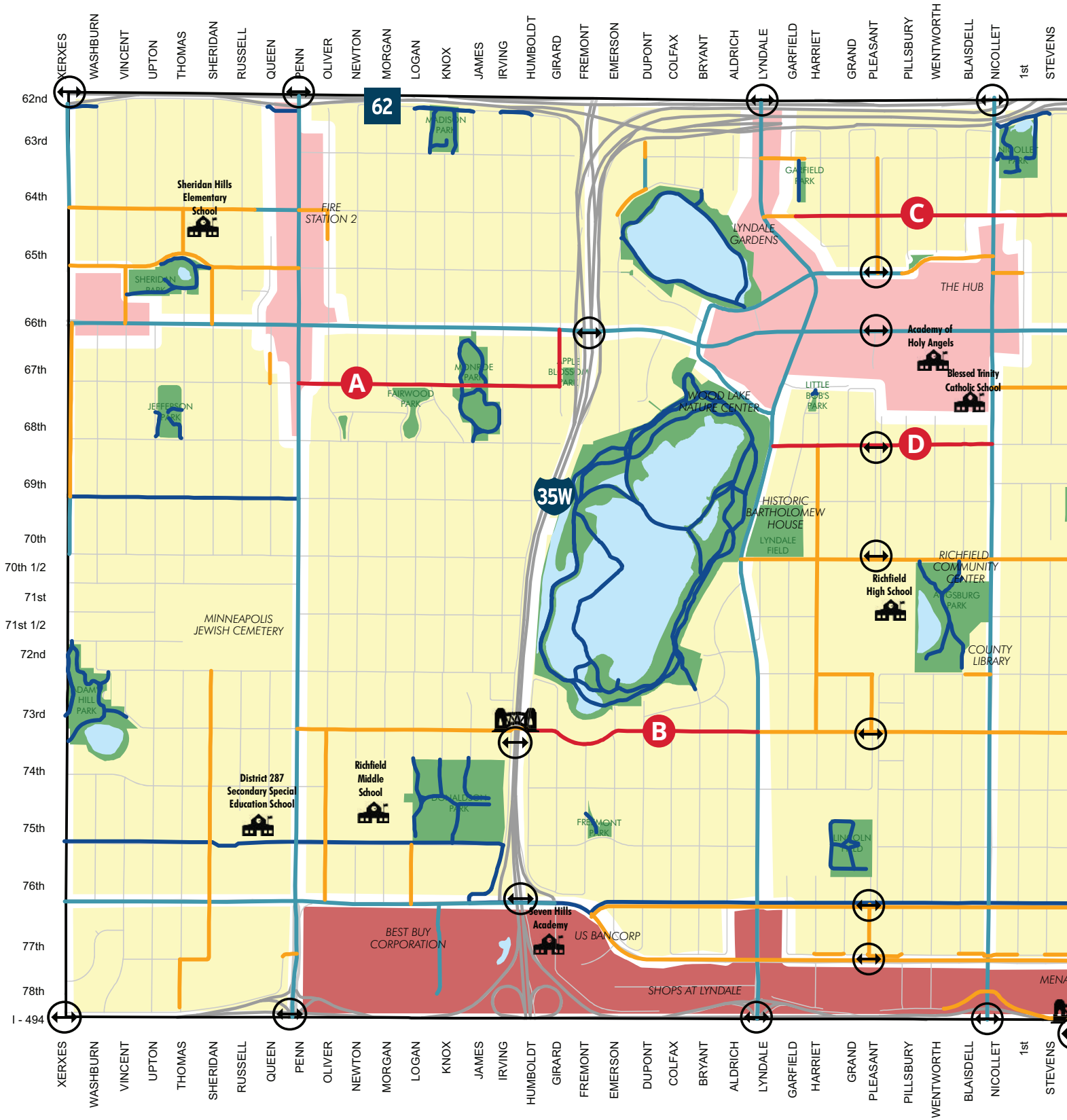
- A** 67th St from Penn Ave to Girard Ave and Girard Ave from 67th St to 66th St
- B** 73rd St from the I-35W Ped Bridge to Lyndale Ave
- C** 64th St from Lyndale Ave to Portland Ave
- D** 68th St from Lyndale Ave to Nicollet Ave
- E** 4th Ave from 70th St to 71st St
- F** 4th Ave from 73rd St to 76th St
- G** 67th St from Portland Ave to Richfield Pkwy
- H** 71st St from Elliot Ave to 12th Ave
- I** 73rd St Diagonal Blvd from Portland Ave to Cedar Ave
- J** 12th Ave from 66th St to 65th St and 65th St from 12th Ave to Richfield Pkwy
- K** Richfield Pkwy, from 68th St to 70th St
- L** Richfield Pkwy, from Diagonal Blvd to 76th St

Pedestrian Infrastructure

- Sidewalk on One Side
- Sidewalk on Both Sides
- Two-way Trail
- Pedestrian Bridges
- Barrier Crossing



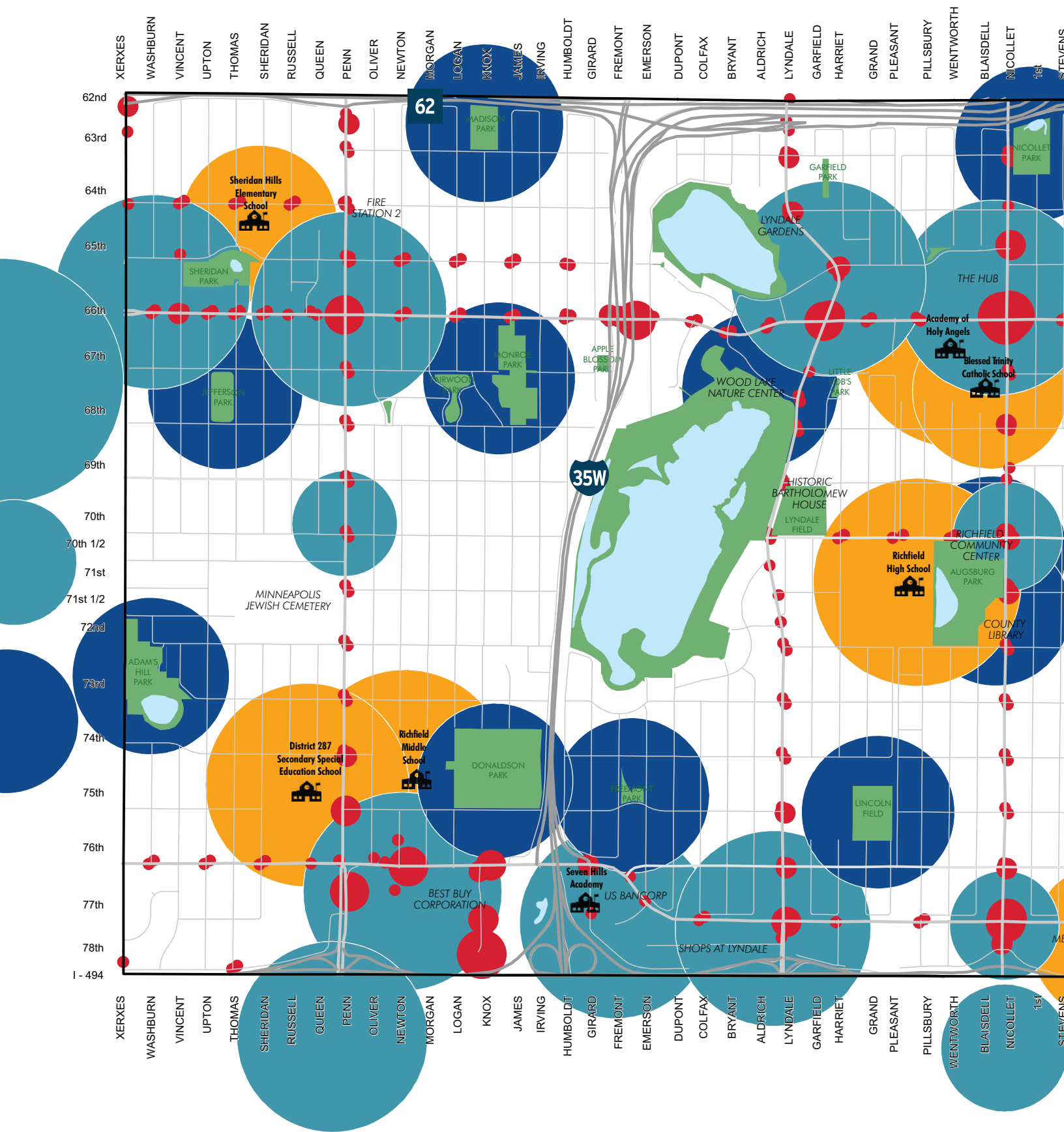
Planned Pedestrian Network



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

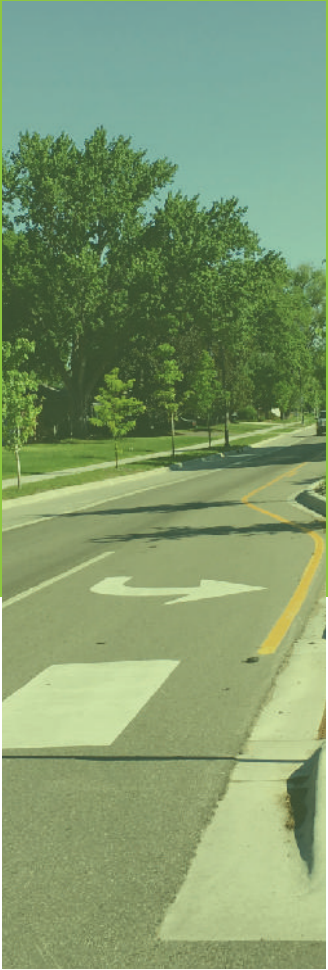


Richfield Pedestrian Destinations, Activity Centers, and Transit Stops



“I walk for health, wellness and longevity.”

- Richfield resident at Penn Fest 2017



Land Use Typologies

Land use typologies provide a basis for decision making and should be used in the project development process, in combination with an understanding of pedestrian demand and experience, to identify a suitable pedestrian facility design. The following typologies have been identified:

Neighborhood Residential

Primarily residential uses along lower volume streets. Focus on slower vehicle speeds, clear and well-maintained walking paths, and safe crossings

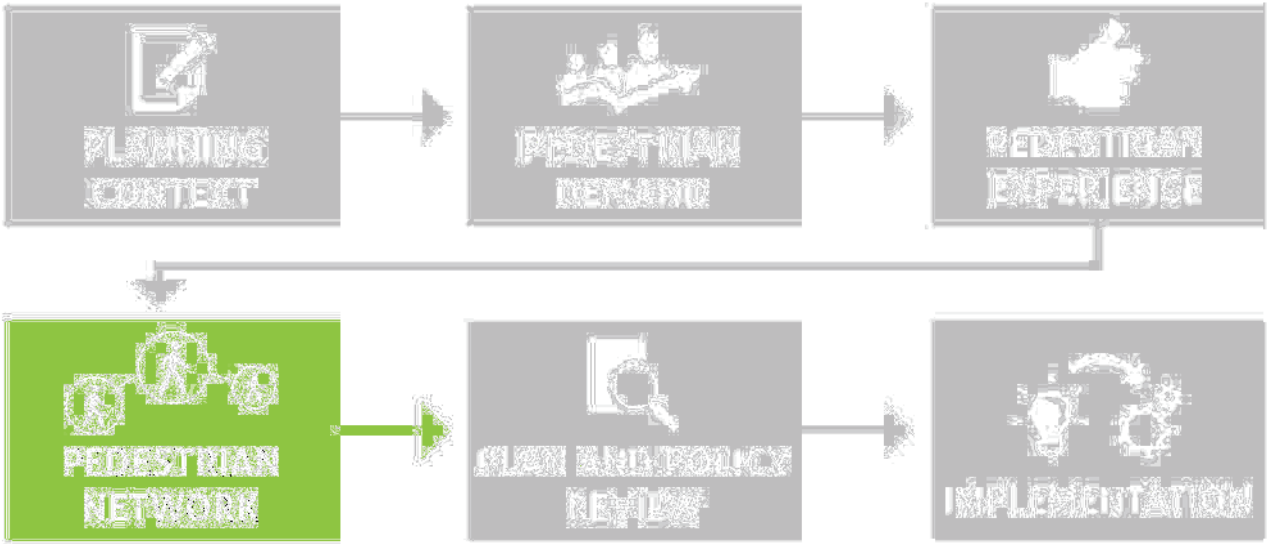
Neighborhood Commercial

Generally, neighborhood serving commercial uses. Focus should be safe and efficient crosswalks, direct and visually appealing pedestrian routes, and separation from vehicle traffic

Highway Commercial

Tends to be auto oriented land uses. Focus should be on providing separation from vehicle lanes and safe places to cross the street

PEDESTRIAN NETWORK



The city’s pedestrian network will be expanded and modernized overtime to improve safety and to create a positive pedestrian experience with the highest priority given to safety countermeasures at high traffic roadway crossings. In addition, priority pedestrian routes have been identified based on proximity to activity centers, gaps in the existing pedestrian network, and crossings of major pedestrian barriers (e.g., highway bridges, railroad crossings, etc.). Routes with existing pedestrian facilities will also be modernized, based on need, to provide a positive pedestrian experience.

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



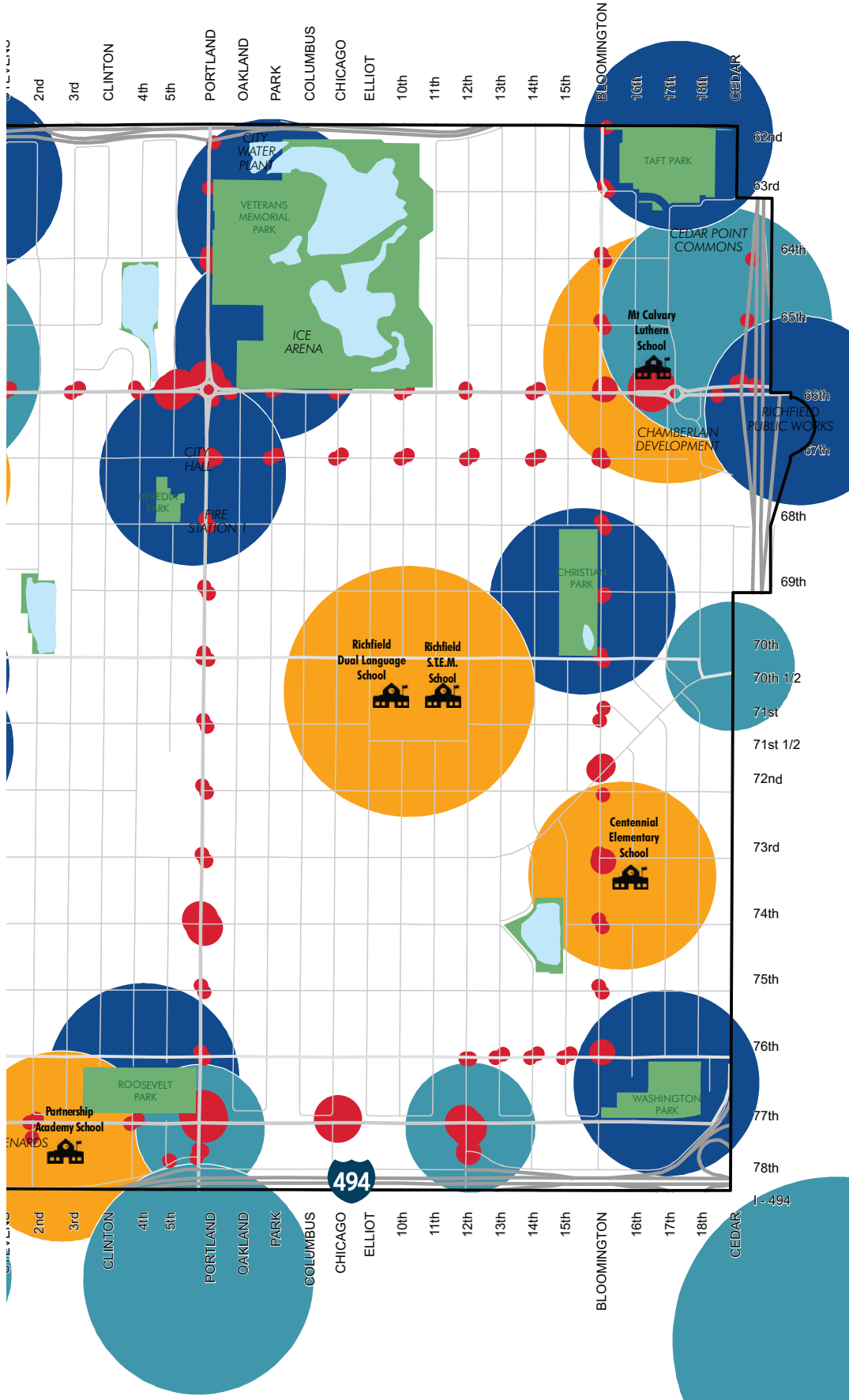
Focus on safety countermeasures for high traffic roadway crossings



Work to buildout the remaining priority pedestrian routes



Modernize existing pedestrian facilities to improve safety and provide a positive pedestrian experience



Destinations ⁽¹⁾

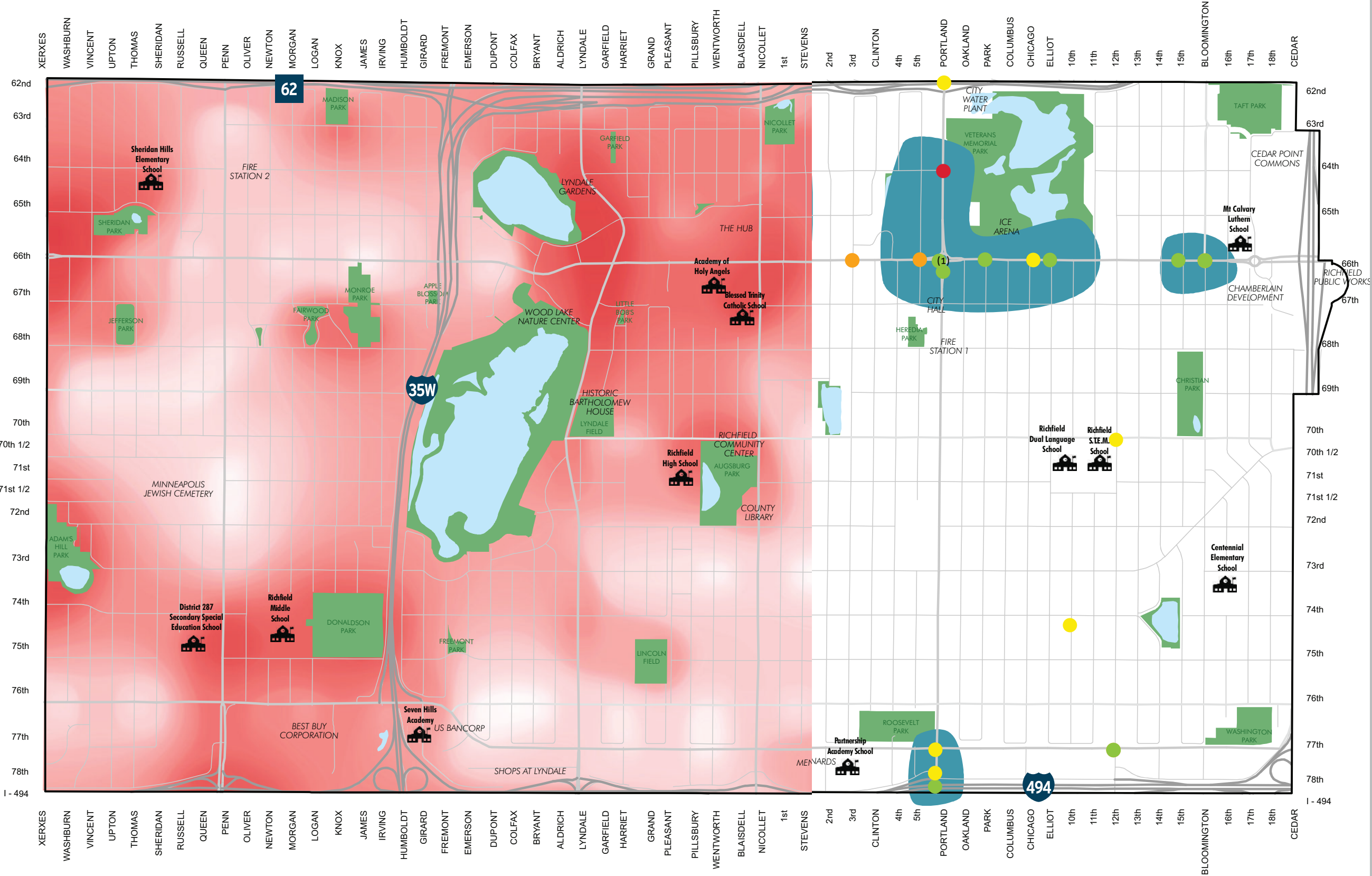
- Public Areas
- Business Areas
- Schools

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.

Citywide Pedestrian Demand

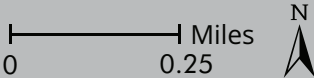


Pedestrian Areas of Concern

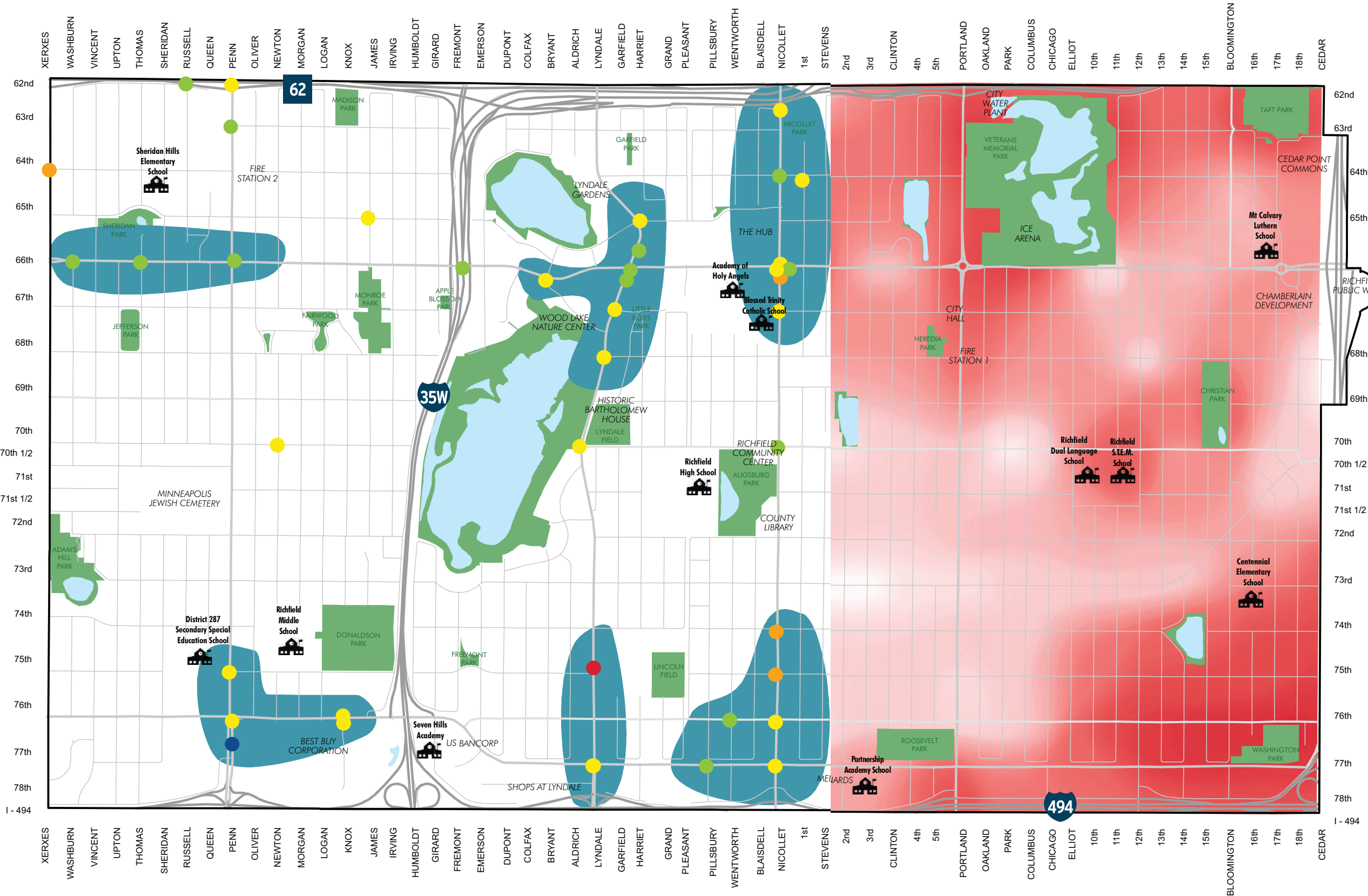
Severity of Pedestrian Crash

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

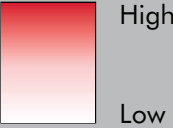
(1) There have been zero injury crashes reported at the Portland Avenue and 66th Street roundabout since it was first installed in 2009.



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



Pedestrian Demand

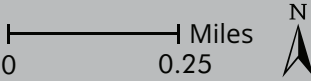


Pedestrian Demand Methodology

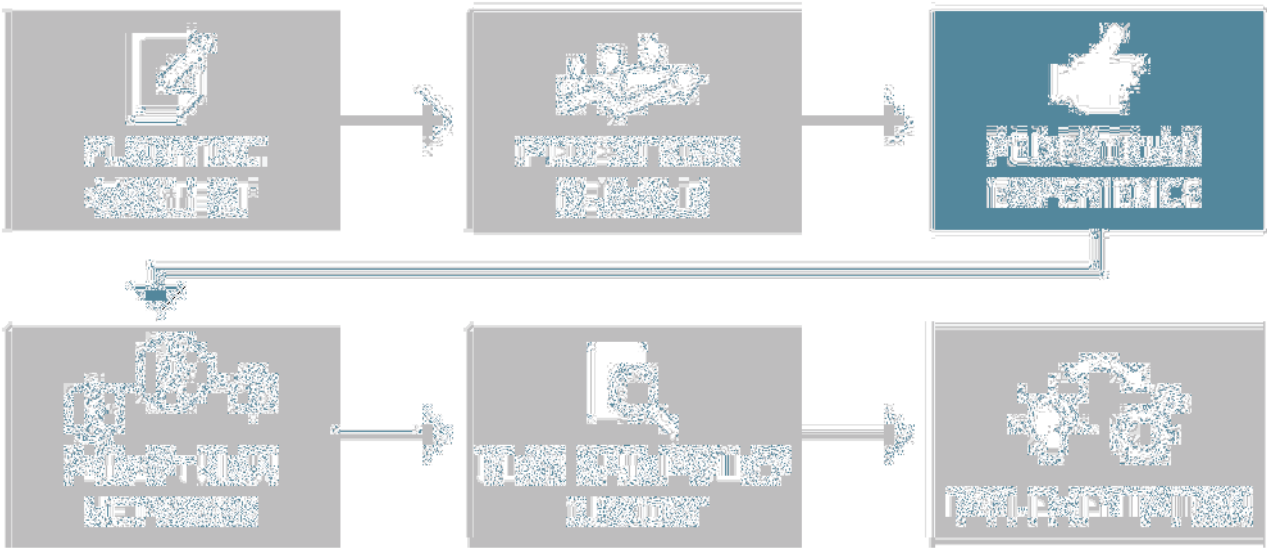
Pedestrian demand was determined based a review of arterial, collector, and connector roadways and their relative proximity to activity centers and population density. A higher concentration of, or closer proximity to activity centers, means higher demand. Activity centers considered include:

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

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.

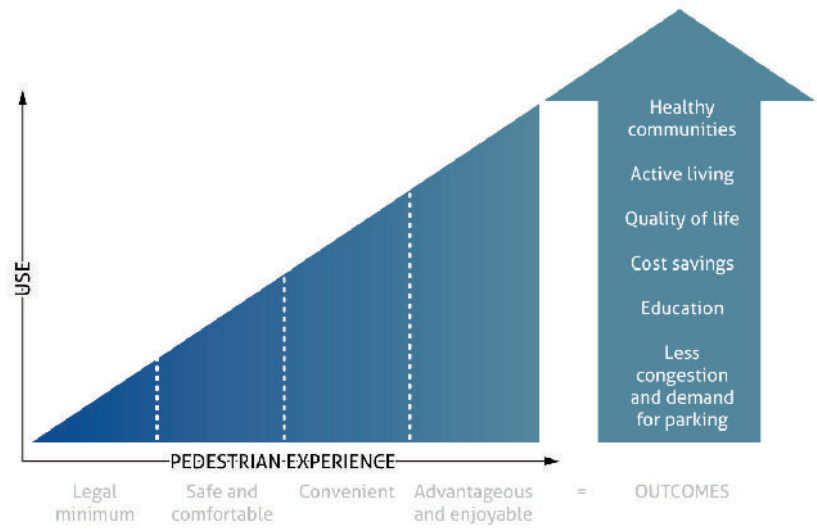


PEDESTRIAN EXPERIENCE



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.

Level of Accommodation/Use Relationship



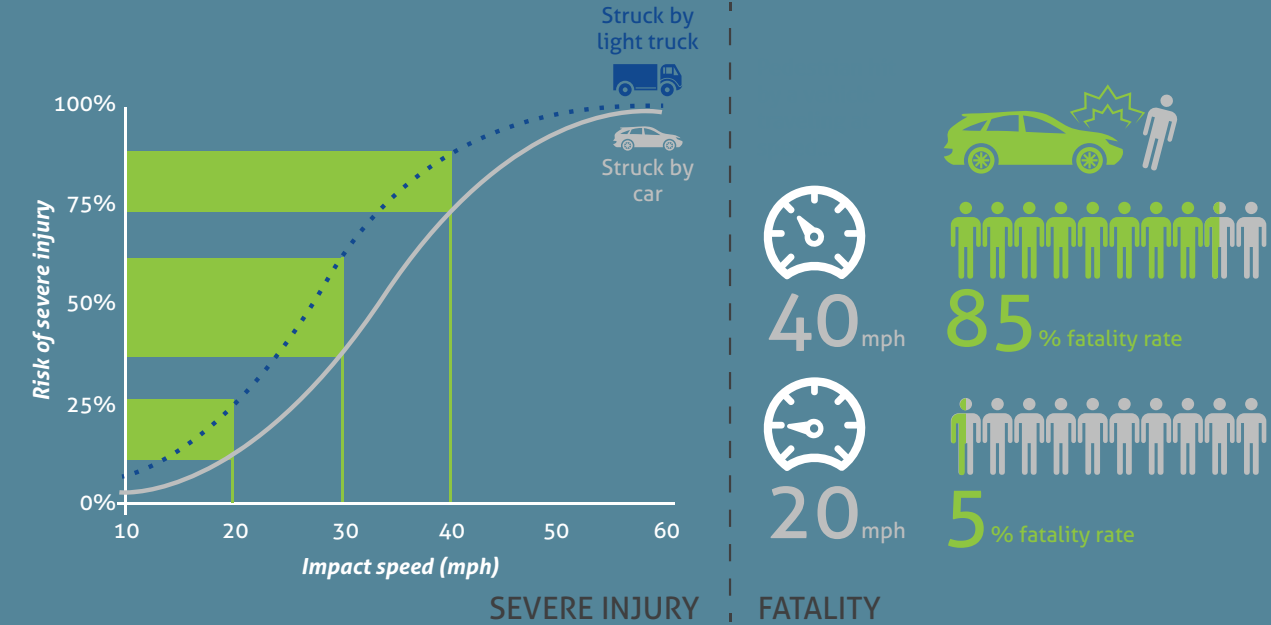
People are drawn to walk in locations where they feel safe, where the route is convenient, and where the overall experience is enjoyable.

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.

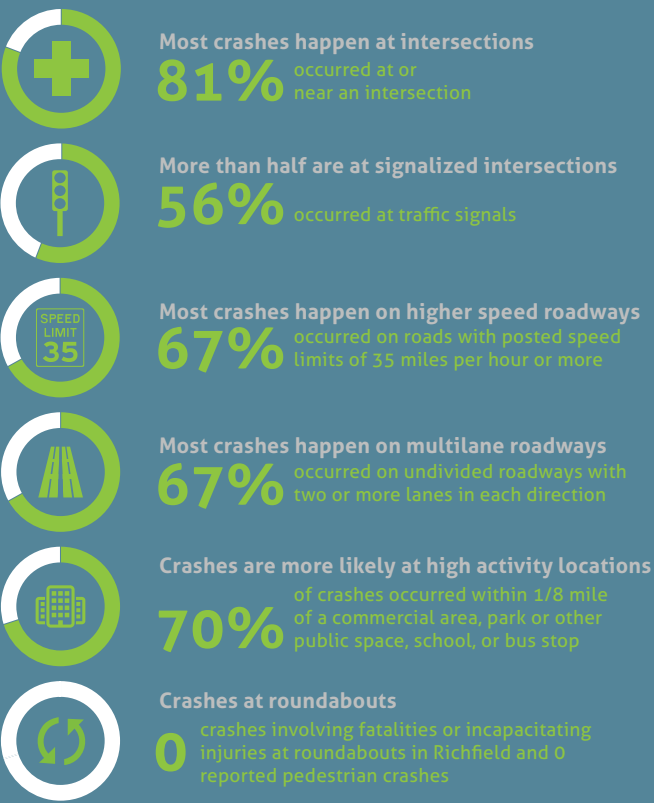
The data are clear – pedestrian safety is enhanced by slower traffic speeds, shorter crossing distances (less crash exposure), and greater driver awareness and visibility.

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*



*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

Pedestrian Master Plan Public Comments

Public comment on the Pedestrian Master Plan and resident input were taken at:

- Penn Fest, September 17th, 2017 - Public input on pedestrian destinations within the City.
- Comprehensive Plan Open House, March 15th, 2018 - Public input on pedestrian destinations and barriers to walking within the City.
- Five Transportation Commission meetings (September 2017 and January, June, September and October 2018) - The Commission reviewed the process described in the plan and the DRAFT report. Recommendation for Council to approve the Pedestrian Master Plan moved on October 3rd, 2018.
- On-line comments on the DRAFT Pedestrian Master Plan from September 27th, 2018 through October 16th, 2018.

Public Comments on DRAFT Pedestrian Master Plan via email

I am so happy to hear that pedestrian safety is a priority for the city. I am particularly concerned about pedestrian safety with respect to the roundabouts, which are fantastic for drivers, but hazardous for pedestrians. I have personally had to dodge drivers, especially in the 2 lane roundabout at Portland. Drivers are so focused on how to maneuver through the roundabout – quite frankly they do not see pedestrians.

My suggestion would be to have flashing lights that indicate pedestrians at the crossing. I know it would be an expensive investment monetarily – but a great investment in human life – especially at the Lyndale & 66th roundabout because of all the seniors.

Thank you.

Anne Weinauer

Hello,

I spent some time this morning reviewing the new pedestrian plan for Richfield and I think it's a great start. Pedestrians have been entirely neglected during the last few years of construction and it's been increasingly dangerous and scary especially in neighborhoods with many kids on the street and no sidewalks. I live at 68th and 1st so I see firsthand the traffic from Holy Angels and at the Hub and the folks who zip through our blocks even though they're not major thoroughfares. I think the plan to make 68th a pedestrian boulevard is wonderful - I'm assuming that means that there would be sidewalks on both sides. However I find a puzzling that there are no north-south routes planned for huge 8 block areas throughout Richfield. For people who live on these blocks it's not common to walk or take your

kids on a 20 block round trip tricycle ride. For example with the plan as proposed to take a simple walk on a sidewalk I would need to take 68th all the way down to Portland to go North to come back on either 67th or 66th, all the way back to Nicollet. I think if we want people who live in the neighborhood to get out and walk to local shopping areas or to school with their children, and to really engage in the neighborhood, some north-south connectors are common sense. I know we never may have sidewalks on every block in Richfield but it would be great to have the layout make more sense for the folks who live here rather than just people who drive to the area or ride public transit and want to get around in commercial areas.

thank you for your consideration of comments from the community and your work on moving us into the 21st century in terms of a walkable community.

Amelia Helm

6738 1st Ave S

Jack -

Thank you to the city of Richfield for making this report public and seeking resident opinions!

It is nice to see more sidewalks coming to the city in the plan. Although our family doesn't feel every street needs a sidewalk as the community feel comes from walking the wide side streets and sometimes sidewalks equate to non resident traffic and trash build up, we are happy to see busier roads getting pedestrian access!

Provided Portland is seeing excessive traffic this summer due to the road work on 66th and Nicollet the most feedback I have is in regards crosswalks (not only on Portland) from enforcing traffic to stop and making them more visible. The near accidents that have been witnessed near the pool, with a flashing light crosswalk, amazes me. We have noticed the small triangular signs showing up in the median on 66th, can these be put on every crosswalk in the city? Can we police more? I don't know what exactly the solution is but it would nice to see some action taken.

Is there a plan to paint bikeways green like Minneapolis? This would make them more visible for all.

Thank you!

Louise B.

Cell - (612) 590-0597

Dear Mr. Broz,

First, thank you for the information on the website, it's informative and helpful to understand the vision. I want to compliment you and the staff for your excellent work on transportation for our city, the bicycle paths that I have used are excellent.

After reviewing the pedestrian master plan I think it takes into consideration the areas of major concerns and needs of the population . My concerns are:

1 – the cross walks in the traffic circles are too close to the circles. Drivers are focused on other traffic entering and in the circle that it's easy to not see the pedestrian wanting to cross. I say that as a person who truly tries to watch out and yield to pedestrians. These are not corners and the pedestrian shouldn't be that close to the traffic. Move the cross walks out of the circle areas by 15 – 20 feet so the driver has time to see them and react.

2- the only place I saw benches mentioned was on page 46 out of a total of 47 pages – not exactly a priority. Not only should we have more benches near the walks they need to be placed correctly. I would like to recommend that all bus stops on main arterials have covered / heated stops like are found outside of Best Buy and on 66 & Nicollet. If this is a metro issue lets work with them and get it corrected. Bus stops not on the major streets should have benches and they should be behind the sidewalk, not up against the curb like on Lyndale and 76 or Portland near 62 and Veteran's park.

I'd be happy to discuss in more detail or clarify these descriptions if it would be of interest to you.

Regards,

Linda Crear

7117 Garfield Ave S

Jack,

I just looked over the sweetstreets plan. Most of the plan looks to be decent but I have to say roundabouts are in no way pedestrian friendly. Cars routinely don't stop at signaled intersections and now they don't even have to. If the desire is to get people to walk to their local stores roundabouts are counter productive. The busier the retail area the less need for a round-about pedestrian speaking. Just my 2 cents worth.

Paul Case

Received October 18, 2018:

Good evening,

I want to let you all know what a pleasure it was to meet you all yesterday at the Public Works building. It was refreshing to work with like minded people who can discuss problems and find solutions so easily. I feel as though many of the concerns I had were addressed and am excited to see some of the news ways in Richfield brings some new light to the challenges of those I serve in our program with disabilities. Thank you all for taking the time to listen.

I did want to follow-up with a brief comment, as I had stated yesterday, you are all doing so much and some of the gap is just about letting people know what is being done. On that note, I have finally had a chance to dig into the massive pedestrian plan and this is a great case in point. In figure 27 on page 37 there is a little box on ADA, and yet there appears to be a ton of feedback and mitigating risks already addressed around access and many decisions that have been made. Before the plan gets approved, it might be worth revisiting a quick edit where the plan includes a section on accessibility and calls out the city policies, identifies some decisions made (like moving ground cover over 12" tall from roundabouts for visibility, etc.) It seems like there has been much done, but not recognized or organized to tell people there is any focus on it. It's more about the message that you are important, here's what we've thought of, and if you have ideas here's who to contact. There are as well maps for poverty, race, and age. Some would argue that a density map for those with disabilities could create a narrative as well. Maybe Judy has more feedback on that specifically.

Again, thank you all for your time and energy. The work you do is incredible and I'm positive most people have no clue how much you all do to keep us all safe and mobile everyday!

Regards,

Aaron Carper

DIRECTOR OF COMMUNITY PROGRAMS



EMAIL acarper@miccommunity.org

OFFICE 612.876.9438

7501 Logan Avenue South / Suite 2A

Richfield, MN 55423

miccommunity.org

Received October 21, 2018:

Hi Jack and Kristin, Thank you so much for meeting with Aaron and I on Thursday. I am excited for the changes coming this winter. Hopefully it will be an easier winter for our Richfield folks living with disabilities.

I was just going through the ped master plan that will be voted on at the upcoming city council meeting on Tuesday. I am concerned that the disability community is not mentioned in this entire plan. I think the ADA Transition Plan is mentioned on one page but that's about it. You count people over 65, those living in poverty, the non-white population, and anyone under age 18, but never mention the disability community. Not only are they a significant population in Richfield, but they are a significant number of the pedestrians in Richfield.

10.1% of the population, here in Richfield, identifies as having a disability. That is the same percentage as the african american community in Richfield.

I would hope that you would want to be all inclusive in your ped master plan. This plan is so thorough and well put together in every other way. I hate to see the disability community completely excluded.

Please consider delaying presenting this draft of the ped plan to the city council, on this coming Tuesday, and allowing enough time to add the disability community both in your language, when listing other groups of people, as well as counting them in the maps, etc. In our meeting on Thursday we identified some of the areas that are high pedestrian areas for people with disabilities.

I really would hate to see this plan submitted this way.

You can contact me anytime by phone, text, or email.

Sincerely, Judy Moe


Richfield Disability Advocacy Partnership

612-386-2638


jannmoe@gmail.com

(Facebook Comments on following pages)




Comment on the DRAFT Pedestrian Master Plan from Sweet Streets Facebook Post - September 27th, 2018

**Sweet Streets-City of Richfield**
September 27 at 1:03 PM · 🌐

The City of Richfield is in the process of adopting a Pedestrian Master Plan and seeks your input! The Pedestrian Master 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 process set forth in the Pedestrian Master Plan will be used to guide future pedestrian infrastructure development. The Pedestrian Master Plan is in the final review stages among staf... [See More](#)



RICHFIELDSWEETSTREETS.ORG
DRAFT Pedestrian Master Plan - Richfield Sweet Streets
The DRAFT Richfield Pedestrian Master Plan has been developed as part...

 Like  Comment  Share

Laurel Walberg Lien and Robert Rimstad like this. [All Comments ▾](#)

1 Share

**Charles Gregory Johnson** I know what the stats say about pedestrian safety in roundabouts but it was pretty clear to me that cars definitely stop for you if there is a squad or officer nearby not so much if there isn't.

2w

Comments on the DRAFT Pedestrian Master Plan from City of Richfield Facebook Post - October 2nd, 2018

**City of Richfield, Minnesota - Local Government**
October 2 at 6:10 AM · 🌐

The City of Richfield is in the process of adopting a Pedestrian Master Plan and seeks your input!

The Pedestrian Master Plan documents the current process used by the Public Works Department on transportation projects to create safer, more convenient and enjoyable places to walk in the community.

The process set forth in the Pedestrian Master Plan will be used to guide future pedestrian infrastructure development. The Pedestrian Master Plan is in the final review stages a... [See More](#)



 Like  Comment

Maureen Scaglia, Becka Bressler, Jennifer Fitzpatrick and 16 others like this. [All Comments ▾](#)

5 Shares

**Tracy Madden** We would like sidewalks please!!!!
2w

**Brien Hall** On every street?
2w



Tracy Madden Brien Hall I don't know if that's realistic, but sure. Sidewalks (in my opinion) make a city safer and more walkable.

2w · Edited



Jon Karner Why would you waste the money? Most side streets never have traffic to contend with.

1w



James Peter Makres I don't want to pay for something no one will use.

1w



Barb Bauer Make decent sidewalks along Nicollet !!!

2w



Andrew Weibel do you mean repair the existing ones?

1w



Kelly Lars Next year -atleast on north section, county plan

1w · Edited



Jon Karner Why the hell did you neck down 66th and then make the bus block the traffic lane?

Quit trying to make everything walkable. I'd rather walk a quiet street that a busy through way. ... [See More](#)



1w



Jacob Hark Jon Karner been saying this since Portland. No one listens. Common sense.... 1 lane with busses causes traffic.

1w



Jon Karner I can only see a city that drives all business out because you never know when they'll close access to your business.

1w



Jon Mahachek Dumbest design ever. Notice a emergency vehicle has no room to get around that bus either! They knew this and built anyways.
There is no use submitting your opinion to the city as a regular citizen, they won't listen.
I wrote a letter to the Richfield Chamber of commerce and told them I will avoid the businesses along 66th because of the terrible street design. I of course got no response, but maybe if enough people write to them maybe they'll have some push with the city.

1w



David Kutzler The response i got is that they are our elected official and will do what they want. It was never presented to the city for a vote and they will have done it anyway just like the round abouts that they have to have at every intersection.

1w



Sean Hayford Oleary This situation only occurs at extremely low-volume bus stops where the bus is only stopping long enough to drop off and pick up passengers -- about 10 seconds typically. Each of the stops only sees about 10 passengers per day boarding.

In the unlikely event you end up behind a bus, you will likely spent far less time than if you caught a single red light. This seems like a reasonable "price" to pay in order to get these medians so neighbors can safely cross the street to get our biggest park.

1w



Jon Karner If the use and traffic is so light why the islands?

Drive down Snelling ave in St Paul and see how well the peds are hidden by the trees in the median. And the upkeep and plowing costs. Stupid.

1w · Edited



Danielle Double Sidewalks! Every walk I take around the neighborhood is stressful due to my kids in the street. Even if it's just one side of the street having them, like I've seen in SLP. Something is better than nothing.

1w



Amanda Rose Burrill Agree 100%

1w



Theresa Woods Olson Traffic specifically speed enforcement in roundabouts! Check out Portland during evening commute time....scary how aggressive and fast these drivers are moving

2w



Maria At Yes, and drivers only watch for cars not really for pedestrians, one day me and my kids almost got hit while crossing there.

2w



Theresa Woods Olson Maria At I hope that doesn't happen! Let's get some enforcement to slow things down; it's not a race track!

2w



Dave Korzeniowski I agree that crosswalks at roundabouts are a problem, while pedestrian have the right to cross, many have no common sense and walk right in front of moving vehicles (look both ways ring a bell) The roundabouts are designed to keep things moving which I like but traffic lights are much safer for pedestrians. Hopefully powers that be can figure out a better way, accidents are waiting to happen.

1w



Andrew Weibel Below is an excerpt from the executive plan. Please notice that "Pedestrian Demand" is not factually based on any community input from pedestrians....

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.

1w



Kim Becker This is the best sentence in the entire report: "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." So how do we create more of this experience? I see people walking dogs, walking strollers, jogging for exercise. I do not see a lot of commuter walking, although I know it exists because I see people at bus stops. But they are not at bus stops because the walk experience is nice...they are there because the bus is going the way they need. I used to walk to Rainbow for small grocery trips but it is gone. I would never walk to Target because I can't carry all the stuff I buy on a once a month trip. We need restaurants and other places of interest worth walking to!

1w



Andrew Weibel I would like to know what "experience" this statement is drawing from

1w



Lee Mollan Flashing lights by all round about's walkways

2w



Kimberly Huelsman Those at crosswalks are amazing for drivers.

2w



Lee Mollan Flashing lights by all round about's walkways

2w



Kimberly Huelsman Those at crosswalks are amazing for drivers.

2w



Carissa Fink Dont have peds cross at roundabouts!!! They are dangerous enough, why is a ped in the mix too?! The 66th re-design is not so great 😞

1w · Edited



David Kutzler Carissa Fink it's downright awful. What is going to happen as more and more cars are on the road. Let me guess they didn't think of that...

1w



Carissa Fink David Kutzler 🤔😞 they sure didn't! I cant wait to do the roundabout by Target on 66th once 300 unit apt bldg is occupied. What were they thinking??

1w



Kevin Austin Birt I think all crosswalks need streetlights! That way I can clearly see if someone is crossing before I start turning instead of creeping through in the dead of night.

1w



Kip Livingston Thanks for the improvements. Driving, Biking, Walking. I live right N. of 62 Try getting these in Mpls.---🤔🤔🤔🤔🤔

1w



Janelle Nelson Markings to designate more clearly the pedestrian/cycling lane on 69th from Penn to Xerxes. The number of times I've had a car coming at me head on in the walking lane is staggering.

2w



Jeannine Grundstrom I think the city is really looking great. Any idea when 66th by 35W will be done? The construction on that street seems to stop and restart constantly.

2w



Amalia J. Delima Awesome! Please start with cross walks to keep students getting off buses safely.

2w



Ginny Morin I'd be interested to know where this data came from. Most of it seems suspect to me. FYI sidewalks destroy community. It's not neighbors that use them. Look at the lack of community in Mpls and St. Paul. Sidewalks haven't brought neighborhoods closer. They facilitate non-residents cutting through neighborhoods which increases traffic, garbage to adjacent properties to the sidewalk and upkeep and liability to homeowners. Start thinking of US for a change!!!

1w



David Kutzler Ginny Morin they only want to think about us when they need more money for these projects and raise our taxes...

1w



Tara Dewars @ Kellie Dewars Zobeck

1w



STAFF REPORT NO. 194
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jeff Pearson, City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
11/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution authorizing the purchase of two temporary construction easements and one permanent right-of-way easement at 7601 18th Ave. S. related to the 77th Street Underpass Project.

EXECUTIVE SUMMARY:

The 77th Street underpass will connect 77th Street east and west of Trunk Highway (TH) 77 (Cedar Avenue) to eliminate a gap in the minor reliever network. The project will connect Bloomington and Longfellow Avenues and relieve traffic on the I-494 corridor through Richfield and Bloomington.

The 77th Street Underpass project will also:

- Provide connections – Establishes a regional, multi-modal connection between the City of Richfield, the City of Bloomington, MSP International Airport, the Metro Transit South Garage, and the Mall of America.
- Ease Congestion – Provides additional capacity to I-494 by removing local trips from the freeway.
- Encourage Redevelopment – Promotes redevelopment along the south-eastern borders of Richfield that will provide a commercial "buffer" to protect neighborhoods from airport and highway impacts.

As part of the project, certain temporary and permanent right-of way easements must be acquired for construction. Permanent right-of-way and temporary construction easements are sometimes needed in order to implement major infrastructure projects and facilitate the construction thereof. Property owners receive compensation for both types of easements but for temporary construction easements the area remains under their ownership after construction is complete.

On October 4th, Parcels 9 & 10 (Property ID # 35-028-24-44-0001 & 35-028-24-44-0025 respectively) at 7601 18th Ave S. were each presented an "offer to purchase" for the necessary easements for the project. Both properties have accepted the offer to purchase and completed the necessary paperwork to finalize the transaction.

In order for the easements to become effective, City Council must approve payment to the property owners in the agreed upon amounts and execute each memorandum of understanding.

RECOMMENDED ACTION:

By motion: Adopt a resolution authorizing the purchase of two temporary construction easements and one permanent right-of-way easement at 7601 18th Ave. S. related to the 77th Street Underpass Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City Council passed Resolution No.10847 on October 8, 2013 supporting the 77th Street Underpass Project.
- Permanent right-of-way and temporary construction easements are sometimes needed in order to implement major infrastructure projects and facilitate their construction.

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

- The city has authority to acquire easements through an "offer to purchase" and if no agreement can be reached the city can acquire property through eminent domain for public purposes.
- The subject properties have been identified as requiring easement purchase for the 77th Street Underpass Project.
- Right-of-way acquisition procedures set forth by Minnesota Department of Transportation and the Federal Highway Administration are being followed.

C. CRITICAL TIMING ISSUES:

- Timely payment for and acquisition of the easements will allow construction to begin as planned in early 2019.

D. FINANCIAL IMPACT:

- Parcel # 9 requires a temporary construction easement payment of \$650.00.
- Parcel # 10 requires a temporary construction easement payment of \$183.90 and a permanent right-of-way easement payment of \$2,408.10.
- Total costs for the easements totals \$3,250.00.
- Funding for the purchase of the easements required for the construction of the 77th Street Underpass Project will be provided by both City and County funds as part of the overall project costs.

E. LEGAL CONSIDERATION:

- The City Attorney will be available at the meeting to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ Exhibit A: Parcel #9 Easement Documents	Exhibit
□ Exhibit B: Parcel #10 Easement Documents	Exhibit

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO MAKE PAYMENTS FOR
THE PURCHASE OF TEMPORARY AND PERMANENT RIGHT-OF-WAY
CONSTRUCTION EASEMENTS AT 7601 18TH AVENUE SOUTH FOR
CONSTRUCTION OF THE 77TH STREET UNDERPASS PROJECT**

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield; and

WHEREAS, the City, a Minnesota municipal corporation acting by and through its City Council, is authorized by law to acquire land and other interests in real estate which are needed for public use or purpose; and

WHEREAS, the City Council finds that public safety and convenience require that the City undertake and complete improvements known as the 77th Street Underpass Project which will connect 77th Street east and west of Trunk Highway (TH) 77 (Cedar Avenue) to eliminate a gap in the minor reliever network. The project will connect Bloomington and Longfellow Avenues and address regional traffic issues on the I-494 corridor through Richfield and Bloomington; and

WHEREAS, it is necessary to acquire permanent right-of-way and temporary construction easements encumbering each property described in **Exhibit A** and **Exhibit B** in order to construct the project; and

WHEREAS, the good faith efforts of employees and agents of the City, in addition to the property owners, has resulted in the acceptance of offers to purchase the aforementioned easements without need for further negotiations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to make payments to each property owner as outlined in **Exhibit A** and **Exhibit B** and execute each memorandum of agreement to make effective the agreed upon easements and ensure timely commencement of the project in early 2019.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



Engineering ■ Planning ■ Environmental ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

10/24/18

To: Jeff Pearson, City of Richfield
City Engineer

From: Brian Mielke
Right of Way Specialist
WSB & Associates, Inc.

Re: **PAYMENT REQUEST**

77th Street Project

SP: 157-108-035
Parcel No: 09
PIN: 35-028-24-44-0001
Property Address: 7601 18th Ave. S.

Make Check Payable to:

Mail To:

George Puthukulam

4801 98th St. W.

Bloomington, MN 55437

Total Payment Amount:

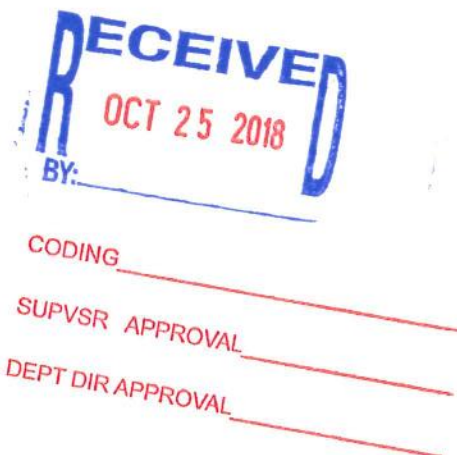
\$650.00

SSN:

Provided on enclosed W-9

Notes and Enclosed Documents:

- 1) Signed Offer Letter (2 copies; these were signed at different times and locations.
Only one payment of \$650 is due to the owners and is to be made as shown above.
 - 2) Memorandum of Agreement (2 copies; signed at different times and locations.)
 - 3) Temporary Construction Easement (multiple signature and notary pages)
 - 4) W-9
- *City to sign and return the Memorandum of Agreement
*City to record easement document (if recording)



COMPENSATION SUMMARY		
Temporary Easement: 556 sq. ft.	=	\$ 650.00
Other Damages: NA	=	\$ -
TOTAL (rounded to):	=	\$ 650.00



October 4, 2018

George Puthukulam and Philo George (In Person)
4801 98th St. W.
Bloomington, MN 55437

Pious J. Poozhikala and Sherly P. Poozhikala (Via Certified Mail)
2415 W. 233rd St.
Torrance, CA 90501

Re: Offer to Purchase
City of Richfield
77th Street Connections Project, SP 157-108-035
7601 18th Ave. S., PID# 35-028-24-44-0001

Dear Mr. Puthukulam Et Al;

The City of Richfield is planning the construction to connect 77th street on each side of Highway 77. It is anticipated that the project will begin in spring/summer of 2019. The City has hired WSB & Associates to aid in the acquisition of right of way for this project including presenting the Offer to Purchase. This letter constitutes the City of Richfield's formal Offer to Purchase the specific land rights that you own or are claimed through your ownership that are necessary for the project. The City of Richfield hereby offers all parties who may have an interest in the real estate rights to be acquired the sum of **\$650.00**. This offer is based on an independent Minimum Damage Acquisition Report. The City's offer is summarized in the attached document.

You will have a reasonable length of time to consider the offer. To aid in your decision, you may wish to secure your own appraisal. The City of Richfield will reimburse you for an appraisal in accordance with Minnesota Statute 117.036 (b) & (c). To receive reimbursement, the appraisal must be completed by a Minnesota licensed real estate appraiser, meet the requirements of "The Uniform Standards of Appraisal Practice" (USPAP) and a copy of the appraisal must be given to the City of Richfield.

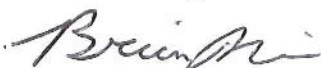
If you accept the offer, the parcel will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. If you do not accept the offer, the City of Richfield wishes to continue by negotiating with you regarding purchase of your property. Ultimately, the property may be acquired in an eminent domain proceeding if we cannot agree to the terms of the purchase within a reasonable time.

Your signature on page three (3) of this document is only for the verification that Offer to Purchase has been given to you. You also acknowledge that you have received the "Acquisition Information for Property Owners" brochure, a copy of the appraisal report, Acquisition, and Appraisal Summary, and the parcel exhibit of your property. Your signature below does not affect your right to have the final amount determined through eminent domain proceedings in the event the direct purchase/negotiation method of acquisition is unsuccessful.

On behalf of the City of Richfield, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process. You will be contacted regarding acceptance of the Offer to Purchase and follow-up to questions you may have related to the offer.

Sincerely,

WSB & Associates, Inc.



Brian Mielke
Right of Way Specialist

Attachments: Acquisition and Minimum Damage Acquisition Summary
Easement for execution and a record copy
Memorandum of Agreement for execution and a record copy
Parcel Exhibit
"Acquisition Information for Property Owners" brochure
Minimum Damage Acquisition Report
Copy of this letter for your records
Minnesota Statute 117.036 (b) & (c)

I certify that on Oct. 4, 2018, 2018 I (we) received the Offer to Purchase above for the indicated amount. I (we) also certify that I (we) have received copies of the appraisal, a brochure titled "Acquisition Information for Property Owners", Acquisition and Appraisal Summary, and the parcel sketches mentioned above.



and/or



Owner Name

ACQUISITION AND MINIMUM DAMAGE ACQUISITION SUMMARY
77th Street Connections Project

S.P. No.: 157-108-035

Parcel No.: 9

Tax PID: 35-028-24-44-0001

Property Address: 7601 18th Ave. S.

Fee Owner: George Puthukulam and Philo George, married to each other, and Pious J. Poozhikala and Sherly P. Poozhikala, husband and wife

Description of the property interests to be acquired: Temporary Easements

APPRAISAL SUMMARY	
Permanent Right of Way	NA
Temporary Easement	\$650.00
Other Damages:	NA
TOTAL (rounded to):	\$650.00



Engineering ■ Planning ■ Environmental ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

October 4, 2018

George Puthukulam and Philo George
4801 98th St. W.
Bloomington, MN 55437

(In Person)

Pious J. Poozhikala and Sherly P. Poozhikala
2415 W. 233rd St.
Torrance, CA 90501

(Via Certified Mail)

Re: Offer to Purchase
City of Richfield
77th Street Connections Project, SP 157-108-035
7601 18th Ave. S., PID# 35-028-24-44-0001

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On behalf of the City of Richfield, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process. You will be contacted regarding acceptance of the Offer to Purchase and follow-up to questions you may have related to the offer.

Sincerely,

WSB & Associates, Inc.



Brian Mielke
Right of Way Specialist

Attachments: Acquisition and Minimum Damage Acquisition Summary
Easement for execution and a record copy
Memorandum of Agreement for execution and a record copy
Parcel Exhibit
"Acquisition Information for Property Owners" brochure
Minimum Damage Acquisition Report
Copy of this letter for your records
Minnesota Statute 117.036 (b) & (c)

I certify that on 10/18, 2018 I (we) **received** the Offer to Purchase above for the indicated amount. I (we) also certify that I (we) have received copies of the appraisal, a brochure titled "Acquisition Information for Property Owners", Acquisition and Appraisal Summary, and the parcel sketches mentioned above.

Pious & Sheryl Poozhilil and/or _____
Owner Name

ACQUISITION AND MINIMUM DAMAGE ACQUISITION SUMMARY
77th Street Connections Project

S.P. No.: 157-108-035

Parcel No.: 9

Tax PID: 35-028-24-44-0001

Property Address: 7601 18th Ave. S.

Fee Owner: George Puthukulam and Philo George, married to each other, and Pious J. Poozhikala and Sherly P. Poozhikala, husband and wife

Description of the property interests to be acquired: Temporary Easements

APPRAISAL SUMMARY	
Permanent Right of Way	NA
Temporary Easement	\$650.00
Other Damages:	NA
TOTAL (rounded to):	\$650.00

MEMORANDUM OF AGREEMENT
City of Richfield 77th Street Connections Project

Fee Owner(s): George Puthukulam, Et Al
Project Parcel: 9, PID 35-028-24-44-0001

On this 4th day of Oct., 2018, George Puthukulam and Philo George, married to each other, and Pious J. Poozhikala and Sherly P. Poozhikala, husband and wife, Owner(s) of the above described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the Richfield.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owner(s) understand that the acquired property is for use in connection with the construction of the City of Richfield 77th Street Connections Project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Richfield has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Richfield shall pay the Owner(s) the sum of six hundred fifty and 00/100 (\$650.00) for the easement(s). Owner(s) understand that payment must await approval by The City of Richfield.
4. In the event of a clerical error, Grantor(s), whether one or more, agree to cooperate in correcting the error including but not limited to re-signing all documents.
5. Additionally: The owner and the City of Richfield have agreed to the following:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Easement Document dated 10/18/18 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: 10/14/18 By: Brian
Brian Mielke, Agent for the City of Richfield

Date: _____ By: _____
Jeff Pearson, City Engineer

Date: 10/14/18 By: George
George Puthukulam

Date: 10/14/18 By: P. George
Philo George

Date: _____ By: _____
Pious J. Poozhikala

Date: _____ By: _____
Sherly P. Poozhikala

MEMORANDUM OF AGREEMENT
City of Richfield 77th Street Connections Project

Fee Owner(s): George Puthukulam, Et Al
Project Parcel: 9, PID 35-028-24-44-0001

On this 18th day of Oct., 2018, George Puthukulam and Philo George, married to each other, and Pious J. Poozhikala and Sherly P. Poozhikala, husband and wife, Owner(s) of the above described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the Richfield.

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2. The Owner(s) understand and acknowledge that the Agent for the City of Richfield has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Richfield shall pay the Owner(s) the sum of six hundred fifty and 00/100 (\$650.00) for the easement(s). Owner(s) understand that payment must await approval by The City of Richfield.
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It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Easement Document dated 10/18/18 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: 10/24/18 By: Brian Mielke
Brian Mielke, Agent for the City of Richfield

Date: _____ By: _____
Jeff Pearson, City Engineer

Date: _____ By: _____
George Puthukulam

Date: _____ By: _____
Philo George

Date: 10/18/18 By: Pious J. Poozhikala
Pious J. Poozhikala

Date: 10/18/18 By: Sherly P. Poozhikala
Sherly P. Poozhikala

TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is given this 18th day of October, 2018 by George Puthukulam and Philo Goerge, married to each other, and Pious J. Poozhikala and Sherly P. Poozhikala, husband and wife, Grantor(s), in favor of CITY OF RICHFIELD, a Minnesota municipal corporation ("City"), Grantee.

Recitals

A. Grantor(s) is the fee owner of the following described real property in the City of Richfield, County of Hennepin and State of Minnesota (the "Property"):

(THE TRACT)

The North 101.21 feet of the South 303.63 feet of the West 132 feet of that part of the North 10 acres of the Southeast Quarter of the Southeast Quarter of Section 35, Township 28, Range 24, Hennepin County, Minnesota, lying East of the East line of 18th Avenue extended South from "Larson's South View Gardens Second Addition."

B. Grantor(s) desires to grant to the City the easements, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor(s), Grantor(s) grants and conveys to the City the following easements:

A temporary easement for construction purposes over, under, and across the west 5.00 feet of the above described property and over, under, and across the west 10.00 feet of the north 10.00 feet of the above described property.

Said temporary easement shall commence upon signing of this easement and expire on December 31, 2020.

2. Scope of Easement. The perpetual easement granted herein includes the right of public ingress and egress and the right of the City, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of constructing, operating, maintaining, repairing and replacing a public roadway and sidewalk.

The temporary easement includes the right of the Grantee, its contractors, agents, and employees to enter upon the premises at all reasonable times for the purpose of construction, grading, sloping, and restoration purposes, as well as the right to deposit construction materials upon the easement area. Grantor(s) hereby conveys all grasses shrubs, trees and natural growth now existing on the hereby conveyed. Grantee shall have the right to use and remove all earthen materials, structures, improvements and obstructions which lie within the boundaries of the easement described herein.

The easements granted herein also includes the right to cut, trim, or remove from the easement area trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Other Uses of the Easement Area. With respect to the easement dedicated above, the owner of the Property retains the right to use all property above and below the surface of the easement area for any purpose not inconsistent with the rights hereby granted, including, without limitation, the grant of easements for underground utilities, the installation or operation of which will not materially interfere with the City's use of the Easement area.

4. Warranty of Title. Grantor(s) warrants that he is the owner of the Property and has the right, title and capacity to convey to the City the easement herein.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor(s), its successors and assigns and shall inure to the benefit of the City.

STATE DEED TAX DUE HEREON: NONE

GRANTORS:

George

George Puthukulman

P. George

Philo George

Pious J. Poozhikala

Sherly P. Poozhikala

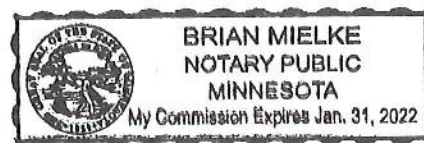
STATE OF MINNESOTA)
) ss.:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 4th day of October,
2018 by George Puthukulman, married to Philo George.

Brian Mielke

Notary Public

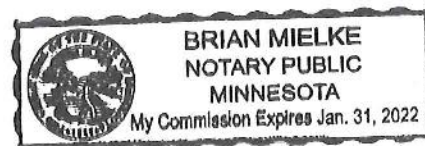
STATE OF MINNESOTA)
) ss.:
COUNTY OF Hennepin)



The foregoing instrument was acknowledged before me this 4th day of October,
2018 by Philo George, married to George Puthukulman.

Brian Mielke

Notary Public



STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018 by Pious J. Poozhikala, married to Sherly P. Poozhikala.

see attached certificate

Notary Public

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
~~2018 by Sherly P. Poozhikala, married to Pious J. Poozhikala.~~

See attached certificate

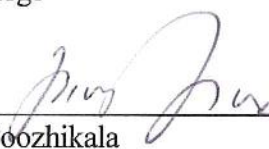
Notary Public

THIS DOCUMENT DRAFTED BY:
WSB & Associates, Inc.
701 Xenia Ave. S., Suite 300
Minneapolis, MN 55416
(763) 287-7141

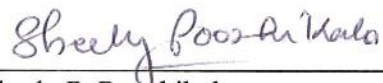
GRANTORS:

George Puthukulman

Philo George



Pious J. Poozhikala



Sherly P. Poozhikala

STATE OF MINNESOTA)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018 by George Puthukulman, married to Philo George.

Notary Public

STATE OF MINNESOTA)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018 by Philo George, married to George Puthukulman.

Notary Public



All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/18/2018 before me, Cecilia M. Beckensten, Notary (here insert name and title of the officer),

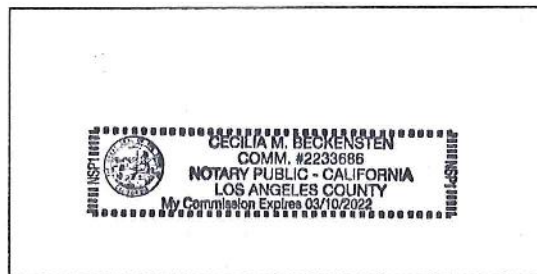
personally appeared Sherly Pious Poozhikala

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand
and official seal.

Signature Cecilia M. Beckensten



Notary Seal

For Bank Purposes Only

Description of Attached Document

Type or Title of Document Temporary Construction Easement

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____



F001-000DSG5350CA-01



All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

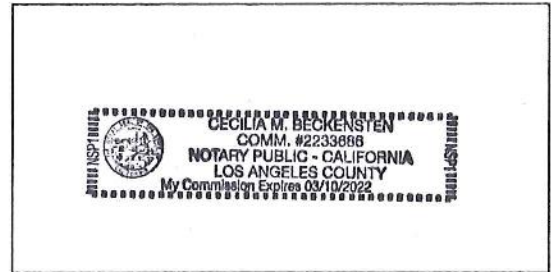
Los Angeles

On 10/18/2018 before me, Cecilia M. Beckensten, Notary (here insert name and title of the officer),

personally appeared Pious Joseph Poozhikala

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Notary Seal

WITNESS my hand
and official seal.

Signature Cecilia M. Beckensten

For Bank Purposes Only

Description of Attached Document

Type or Title of Document

Temporary Constuction Easement

Document Date

Number of Pages

Signer(s) Other Than Named Above



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GEORGE PUTHUKULAM	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 4801 W 98th STREET	Requester's name and address (optional)
	6 City, state, and ZIP code BLOOMINGTON, MN 55437	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Employer's TIN									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 10/4/18
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Engineering ■ Planning ■ Environmental ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

10/24/18

To: Jeff Pearson, City of Richfield
City Engineer

From: Brian Mielke
Right of Way Specialist
WSB & Associates, Inc.

Re: **PAYMENT REQUEST**

77th Street Project

SP: 157-108-035
Parcel No: 10
PIN: 35-028-24-44-0025
Property Address: 7601 18th Ave. S.

Make Check Payable to:

Mail To: **7600 Cedar Avenue LLC**
4801 98th St. W.
Bloomington, MN 55437

Total Payment Amount: **\$2,600.00**

EID: Provided on enclosed W-9

Notes and Enclosed Documents:

- 1) Signed Offer Letter
- 2) Memorandum of Agreement Temporary Construction Easement
- 3) W-9

*City to sign and return the Memorandum of Agreement

*City to record easement document (if recording)



CODING _____
SUPVSR APPROVAL _____
DEPT DIR APPROVAL _____

COMPENSATION SUMMARY		
Permanent Right of Way 352 sq. ft.		\$2,408.10
Temporary Easement: 152 sq. ft.	=	\$183.90
Other Damages: NA	=	\$ -
TOTAL (rounded to):	=	\$2,600.00



Engineering ■ Planning ■ Environmental ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

10/4/18

7600 Cedar Avenue, LLC
Attn: George Puthukulam
4801 98th St. W.
Bloomington, MN 55437

Re: Offer to Purchase
City of Richfield
77th Street Connections Project, SP 157-108-035
7600 Cedar Ave. S., PID# 35-028-24-44-0025

Dear 7600 Cedar Avenue, LLC;

The City of Richfield is planning the construction to connect 77th street on each side of Highway 77. It is anticipated that the project will begin in spring/summer of 2019. The City has hired WSB & Associates to aid in the acquisition of right of way for this project including presenting the Offer to Purchase. This letter constitutes the City of Richfield's formal Offer to Purchase the specific land rights that you own or are claimed through your ownership that are necessary for the project. The City of Richfield hereby offers all parties who may have an interest in the real estate rights to be acquired the sum of **\$2,600.00**. This offer is based on an independent Minimum Damage Acquisition Report. The City's offer is summarized in the attached document.

You will have a reasonable length of time to consider the offer. To aid in your decision, you may wish to secure your own appraisal. The City of Richfield will reimburse you for an appraisal in accordance with Minnesota Statute 117.036 (b) & (c). To receive reimbursement, the appraisal must be completed by a Minnesota licensed real estate appraiser, meet the requirements of "The Uniform Standards of Appraisal Practice" (USPAP) and a copy of the appraisal must be given to the City of Richfield.

If you accept the offer, the parcel will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. If you do not accept the offer, the City of Richfield wishes to continue by negotiating with you regarding purchase of your property. Ultimately, the property may be acquired in an eminent domain proceeding if we cannot agree to the terms of the purchase within a reasonable time.

Your signature on page three (3) of this document is only for the verification that Offer to Purchase has been given to you. You also acknowledge that you have received the "Acquisition Information for Property Owners" brochure, a copy of the appraisal report, Acquisition, and Appraisal Summary, and the parcel exhibit of your property. Your signature below does not affect your right to have the final amount determined through eminent domain proceedings in the event the direct purchase/negotiation method of acquisition is unsuccessful.

On behalf of the City of Richfield, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process. You will be contacted regarding acceptance of the Offer to Purchase and follow-up to questions you may have related to the offer.

Sincerely,

WSB & Associates, Inc.



Brian Mielke
Right of Way Specialist

Attachments: Acquisition and Minimum Damage Acquisition Summary
Easement for execution and a record copy
Memorandum of Agreement for execution and a record copy
Parcel Exhibit
"Acquisition Information for Property Owners" brochure
Minimum Damage Acquisition Report
Copy of this letter for your records
Minnesota Statute 117.036 (b) & (c)

I certify that on October 4th, 2018 I (we) **received** the Offer to Purchase above for the indicated amount. I (we) also certify that I (we) have received copies of the appraisal, a brochure titled "Acquisition Information for Property Owners", Acquisition and Appraisal Summary, and the parcel sketches mentioned above.



and/or



Owner Name

ACQUISITION AND MINIMUM DAMAGE ACQUISITION SUMMARY
77th Street Connections Project

S.P. No.: 157-108-035
Parcel No.: 10
Tax PID: 35-028-24-44-0025
Property Address: 7500 Cedar Ave. S.
Fee Owner: 7600 Cedar Ave. LLC

Description of the property interests to be acquired: Permanent and Temporary Easements

APPRAISAL SUMMARY	
Permanent Right of Way	\$2,408.10
Temporary Easement	\$183.90
Other Damages:	NA
TOTAL (rounded to):	\$2,600.00

EASEMENTS

THIS INSTRUMENT is given this 4th day of October, 2018 by 7600 Cedar Avenue, LLC, a Minnesota limited liability company, Grantor(s), in favor of CITY OF RICHFIELD, a Minnesota municipal corporation ("City"), Grantee.

Recitals

A. Grantor(s) is the fee owner of the following described real property in the City of Richfield, County of Hennepin and State of Minnesota (the "Property"):

(THE TRACT)

Tract A, Registered Land Survey No. 868, Ramsey County, Minnesota.

B. Grantor(s) desires to grant to the City the easements, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor(s), Grantor(s) grants and conveys to the City the following easements:

A permanent easement for roadway purposes over, under, and across that part of the above described property which lies easterly and southerly of the following described line:

Commencing at the Southwest corner of said Tract A; thence North 89 degrees 50 minutes 22 seconds East, assumed bearing along the south line thereof, 118.80 feet to the point of beginning of the line to be described; thence North 08 degrees 09 minutes 33 seconds East, 35.75 feet; thence North 89 degrees 59 minutes 37 seconds East, 7.28 feet to the east line of

And also

A temporary easement for construction purposes over, under, and across that part of the above described property which lies easterly and southerly of the following described line:

Commencing at the Southwest corner of said Tract A; thence North 89 degrees 50 minutes 22 seconds East, assumed bearing along the south line thereof, 115.31 feet to the point of beginning of the line to be described; thence North 05 degrees 36 minutes 37 seconds East, 35.57 feet; thence North 89 degrees 59 minutes 37 seconds East, 12.36 feet to the east line of said Tract A, and said line there terminating.

EXCEPT

That part designated for a permanent easement for roadway purposes over, under, and across that part of the above described property which lies easterly and southerly of the following described line:

Commencing at the Southwest corner of said Tract A; thence North 89 degrees 50 minutes 22 seconds East, assumed bearing along the south line thereof, 118.80 feet to the point of beginning of the line to be described; thence North 08 degrees 09 minutes 33 seconds East, 35.75 feet; thence North 89 degrees 59 minutes 37 seconds East, 7.28 feet to the east line of said Tract A, and said line there terminating.

Said temporary easement shall commence upon signing of this easement and expire on December 31, 2020.

2. Scope of Easement. The perpetual easement granted herein includes the right of public ingress and egress and the right of the City, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of constructing, operating, maintaining, repairing and replacing a public roadway and sidewalk within the described Easement area.

The temporary easement includes the right of the Grantee, its contractors, agents, and employees to enter upon the premises at all reasonable times for the purpose of construction, grading, sloping, and restoration purposes, as well as the right to deposit construction materials upon the easement area. Grantor(s) hereby conveys all grasses shrubs, trees and natural growth now existing on the hereby conveyed. Grantee shall have the right to use and remove all earthen materials, structures, improvements and obstructions which lie within the boundaries of the easement described herein.

The easements granted herein also includes the right to cut, trim, or remove from the easement area trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Sidewalk Maintenance. The City, by ordinance or as otherwise provided by state law, may impose upon Grantor(s) or a subsequent owner of the Property the responsibility to maintain the Sidewalk Easement area, including but not limited to the responsibility to remove snow and ice.

4. Other Uses of the Easement Area. With respect to the easement dedicated above, the owner of the Property retains the right to use all property above and below the surface of the easement area for any purpose not inconsistent with the rights hereby granted, including, without limitation, the

grant of easements for underground utilities, the installation or operation of which will not materially interfere with the City's use of the Easement area.

5. Warranty of Title. Grantor(s) warrants that he is the owner of the Property and has the right, title and capacity to convey to the City the easement herein.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor(s), its successors and assigns and shall inure to the benefit of the City.

STATE DEED TAX DUE HEREON: NONE

7600 CEDAR AVENUE, LLC,
MINNESOTA LIMITED LIABILITY COMPANY

By: 

Its: MEMBER/AGENT

By: _____

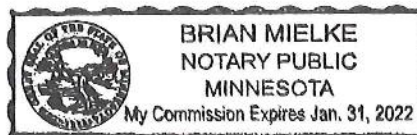
Its: _____

STATE OF MINNESOTA)
) ss.:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 4th day of October,
2018 by George Puthukulam the member/Agent
and ~ the ~
_____ of 7600 Cedar Avenue, LLC a Minnesota Limited Liability Company.


Notary Public

THIS DOCUMENT DRAFTED BY:
WSB & Associates, Inc.
701 Xenia Ave. S., Suite 300
Minneapolis, MN 55416
(763) 287-7141



MEMORANDUM OF AGREEMENT
City of Richfield 77th Street Connections Project

Fee Owner(s): 7600 Cedar Avenue, LLC
Project Parcel: 10, PID 35-028-24-44-0025

On this 4th day of October, 2018, 7600 Cedar Avenue, LLC, Owner(s) of the above described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the Richfield.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owner(s) understand that the acquired property is for use in connection with the construction of the City of Richfield 77th Street Connections Project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Richfield has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Richfield shall pay the Owner(s) the sum of two thousand six hundred and 00/100 (\$2,600.00) for the easement(s). Owner(s) understand that payment must await approval by The City of Richfield.
4. In the event of a clerical error, Grantor(s), whether one or more, agree to cooperate in correcting the error including but not limited to re-signing all documents.
5. Additionally: The owner and the City of Richfield have agreed to the following:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Easement Document dated October 21st, 2018 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: 10/4/18 By: Brian Mielke
Brian Mielke, Agent for the City of Richfield

Date: _____ By: _____
Jeff Pearson, City Engineer

Date: 10/4/18 By: George, MEMBER/AGENT
Owner and Position

Date: _____ By: _____
Owner and Position

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 7600 CEDAR AVENUE LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 4801 W 98th STREET		Requester's name and address (optional)
	6 City, state, and ZIP code BLOOMINGTON, MN 55437		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
4	1	-	1	3	4	3	5	9	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 10/4/2018

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Section references are to the Internal Revenue Code unless otherwise noted.

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Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



STAFF REPORT NO. 195
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
11/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/7/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution authorizing a Master Partnership Contract between the City of Richfield and Minnesota Department of Transportation (MnDOT).

EXECUTIVE SUMMARY:

Occasionally the City of Richfield and MnDOT perform minor transportation-related services for each other when constructing, maintaining and improving the transportation system. The proposed Master Partnership Contract allows for those services to occur efficiently through the use of work orders, rather than formal agreements.

The current Master Partnership Contract has expired and MnDOT is unable to provide certain professional and technical services for the City of Richfield. Services typically include, but are not limited to:

- Traffic signal maintenance
- Engineering services
- Right-of-way assistance
- Roadway maintenance
- Construction administration
- Emergency services

RECOMMENDED ACTION:

By motion: Adopt a resolution authorizing a Master Partnership Contract between the City of Richfield and Minnesota Department of Transportation (MnDOT).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The current Master Partnership Contract, approved in 2007, has expired.
- The City regularly uses MnDOT for minor transportation-related services (signal maintenance; materials testing).

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

- Minnesota Statutes authorize the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment,

staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services for the benefit of the citizens of Minnesota.

- The City wishes to cooperate with other governmental agencies to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government.

C. CRITICAL TIMING ISSUES:

- The current Master Partnership Contract has expired.
- MnDOT cannot provide transportation-related services until the new Master Partnership Contract is approved.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- The City attorney has reviewed the agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
□	Resolution	Resolution Letter
□	Contract	Contract/Agreement

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A
MASTER PARTNERSHIP CONTRACT WITH THE MINNESOTA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, The Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of Richfield enter into a Master Partnership Contract with the Minnesota Department of Transportation.
2. That the proper Mayor and City Manager are authorized to execute such contract and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work orders on behalf of the City without further approval by this Council, to the extent permitted by state law or charter.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

**STATE OF MINNESOTA
AND
CITY OF RICHFIELD
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of Richfield, acting through its City Council in this contract referred to as the “Local Government.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. ***Professional and Technical Services.*** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. ***Roadway Maintenance.*** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. ***Construction Administration.*** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. ***Emergency Services.*** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
 - 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
 - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
 - 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

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

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
 - 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. **Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

MnDOT Contract Number: _____

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.



STAFF REPORT NO. 196
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of setting a public hearing to be held on December 11, 2018, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2019 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, Pizza Luce VII, Inc. d/b/a Pizza Luce, Fred Babcock VFW Post 5555 d/b/a Four Nickels Food & Drink and Minneapolis-Richfield American Legion Post 435.

EXECUTIVE SUMMARY:

Richfield City Ordinance provides that the City Council conduct a public hearing to consider the renewal of all On-Sale Liquor license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 11, 2018, for the consideration of these license renewals.

RECOMMENDED ACTION:

By Motion: Approve the setting of a public hearing to be held on December 11, 2018, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2019 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, Pizza Luce VII, Inc. d/b/a Pizza Luce, Fred Babcock VFW Post 5555 d/b/a Four Nickels Food & Drink and Minneapolis-Richfield American Legion Post 435.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The On-Sale Liquor licenses for restaurant establishments will expire on December 31, 2018.
- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 11, 2018, will provide ample time to complete the

licensing process before January 1, 2019.

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

- Richfield City ordinance provides that the City Council conduct a public hearing to consider all On-Sale Intoxicating Liquor license renewals.

C. CRITICAL TIMING ISSUES:

- Current On-Sale Intoxicating Liquor licenses will expire on December 31, 2018.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- None

ALTERNATIVE RECOMMENDATION(S):

- Schedule the hearing for another date; however, this will delay the licensing process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no parties expected at the meeting.



STAFF REPORT NO. 197
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of setting a public hearing to be held on December 11, 2018, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer licenses for 2019 for Metro Pawn and Gun, Inc.

EXECUTIVE SUMMARY:

Richfield City ordinance requires that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 11, 2018, for the consideration of these license renewals.

RECOMMENDED ACTION:

By motion: Approve the setting of a public hearing to be held on December 11, 2018, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer licenses for 2019 for Metro Pawn and Gun, Inc.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Pawnbroker and Secondhand Goods Dealer licenses for this pawnshop will expire on December 31, 2018.
- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 11, 2018, will provide ample time to complete the licensing process before January 1, 2019.

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

- Richfield City ordinance provides that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewals.

C. CRITICAL TIMING ISSUES:

- Current Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2018.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- None

ALTERNATIVE RECOMMENDATION(S):

- Schedule the hearing for another date; however, this will delay the licensing process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no parties expected at the meeting.



STAFF REPORT NO. 198
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of setting a public hearing to be held on December 11, 2018, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2019 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, LRFC, LLC d/b/a Local Roots Food & Coffee, Los Sanchez Taqueria #2, LLC d/b/a Los Sanchez Taqueria, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC, d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant.

EXECUTIVE SUMMARY:

Richfield City ordinance provides that the City Council conduct a public hearing to consider the renewal of all On-Sale Wine and 3.2 Percent Malt Liquor license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 11, 2018, for the consideration of these license renewals.

RECOMMENDED ACTION:

By motion: Approve the setting of a public hearing to be held on December 11, 2018, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2019 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, LRFC, LLC d/b/a Local Roots Food & Coffee, Los Sanchez Taqueria #2, LLC d/b/a Los Sanchez Taqueria, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC, d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The On-Sale Wine and 3.2 Percent Malt Liquor licenses for restaurant establishments will expire on December 31, 2018.
- Hearings must be scheduled and held before a renewal license may be considered.

- The renewal process has been initiated.
- Holding the public hearing on December 11, 2018, will provide ample time to complete the licensing process before January 1, 2019.

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

- Richfield City ordinance provides that the City Council conduct a public hearing to consider all On-Sale Wine and 3.2 Percent Malt Liquor license renewals.

C. CRITICAL TIMING ISSUES:

- Current On-Sale Wine and 3.2 Percent Malt Liquor licenses will expire on December 31, 2018.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- None

ALTERNATIVE RECOMMENDATION(S):

- Schedule the hearing for another date; however, this will delay the licensing process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no parties expected at the meeting.



STAFF REPORT NO. 199
CITY COUNCIL MEETING
11/13/2018

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

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the renewal of a contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2018, through November 30, 2019.

EXECUTIVE SUMMARY:

The City of Richfield requires the services of a towing contractor to tow impounded vehicles/trailers as well as vehicles parked illegally during snow ordinance enforcement, etc. The contract with Chief's Towing expires November 30, 2018. They are requesting an increase of 3% for services provided for the next contract.

RECOMMENDED ACTION:

By motion: Approve the renewal of the contract with Chief's Towing, Inc., 8610 Harriet Avenue South, Bloomington, MN, for Public Safety towing services for the period of December 1, 2018, through November 30, 2019.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City currently has a contract with Chief's Towing, inc., for Public Safety towing services.
- Chief's Towing, Inc., was awarded the contract for 2018 and would like to renew the contract for the year 2019, as the contract expires on November 30, 2018.
- The contract can be automatically renewed if both parties agree to the renewal and if Chief's notifies the City in writing, 30 days in advance of the expiration of the contract, that they wish to renew.

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

- Chief's notified the City that they wish to renew the contract for 2018-2019.
- The Public Safety Department wishes to renew the contract with Chief's Towing, Inc.
- Contracts for services need not be competitively bid.
- The contract has numerous conditions that must be met. Chief's Towing, Inc., is a reputable, established towing business that meets all contract requirements.

C. CRITICAL TIMING ISSUES:

- A six month notice must be given by either party in writing to terminate the contact.

- On December 1, 2018, Public Safety must have towing services. This is particularly important with the possibility of snow ordinance violations at any time.
- Chief's is a large towing company that can handle the needs of Public Safety regarding seizure/impound vehicles and comply with City ordinances that a smaller company could not handle effectively.

D. FINANCIAL IMPACT:

- Rates will increase by 3% for the period of December 1, 2018-November 30, 2019, per the attached letter from Jeffery Schoenborn, General Manager of Chief's Towing.
- The last rate increase was in 2014-2015.
- There is adequate funding in the Public Safety budget to cover the costs.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed and approved the past contract with Chief's Towing, Inc.

ALTERNATIVE RECOMMENDATION(S):

- Council could chose to not sign the contract; however, Public Safety must have towing and impounding services beginning December 1, 2018.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Contract	Contract/Agreement
<input type="checkbox"/> Letter and Rates	Backup Material

**AGREEMENT BETWEEN THE CITY OF RICHFIELD AND
CHIEF'S TOWING, INC. FOR TOWING,
IMPOUNDING AND STORAGE OF MOTOR VEHICLES.**

THIS AGREEMENT is made this 13th day of November, 2018, between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue South, Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and Chief's Towing, Inc., located at 8610 Harriet Avenue South (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the City has a need to contract for the towing, impounding and storage of motor vehicles; and

WHEREAS, the City requires that the towing operators are located within three (3) miles of the City limits; and

WHEREAS, the Contractor is the operator of a towing and storage facility within three (3) miles of the City limits and has the expertise and capabilities to provide the required services;

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 be from December 1, 2018, to November 30, 2019, subject to termination as provided in Subdivision V.

II. DUTIES OF CONTRACTOR

- A. The Contractor shall tow, impound, and store all motor vehicles, which are ordered removed under the direction of the police chief, or the fire chief, of the City of Richfield or their authorized and legal representatives. The Contractor shall be entitled to a charge for its towing and storage services pursuant to those fees specified in the Contractor's Proposal (Exhibit B). It is agreed that neither the City nor the Richfield Police Department is responsible for any charges as a result of towing and/or storage, with the exception of those vehicles identified by the Police as subject to forfeiture, and that the Contractor assumes liability for any unpaid charges.
- B. The Contractor agrees to provide the services, as proposed, and perform all other terms and conditions according to the City's Specifications and the Contractor's Proposal, incorporated by reference herein as Exhibit A and Exhibit B.
- C. The Contractor shall defend, indemnify and hold harmless, the City of Richfield, 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 Contractor's (including its officials, agents or employees), 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 Contractor.

D. 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 the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor 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 the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor 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 personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor 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.

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

F. The Contractor agrees to maintain for the full term of this Agreement, the following minimum insurance coverage:

a) \$1,000,000.00 Comprehensive General Liability insurance, Business Auto Policy with \$1,000,000.00 limits and Garage Keeper's Legal Liability.

b) Workers' Compensation insurance covering all employees of the Contractor, or his agents, in accordance with the Minnesota Workers' Compensation Law.

Certifications of insurance must be filed with the City and shall include a provision that states the insurance company shall give the City at least 25 days written notice prior to cancellation, non-renewal, or any material change in the policy. The Contractor further agrees to name the City of Richfield as additional insured on said comprehensive general liability policy.

G. The Contractor agrees to furnish on or before the date this Agreement becomes effective, an acceptable corporate surety bond in the amount of \$10,000, payable to the City of Richfield and subject to approval by the

Richfield City Attorney, for the faithful performance of all duties and obligations imposed under the terms and conditions of the Agreement.

III. DUTIES OF THE CITY

The City agrees to pay the Contractor the flat rate charge of \$156.55 per vehicle for the towing and storage of vehicles identified by the Police Department as subject to forfeiture and which are subsequently released to the Police Department.

IV. MISCELLANEOUS

- A. This agreement represents the entire Agreement between the Contractor 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.
- B. The Contractor 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. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought, alleging a violation of ADA and/or Section 504 caused by the Contractor. 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.

- C. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes. The Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract.
- D. This Agreement shall not be assignable except at the written consent of the City.
- E. 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 168.06, Subdivision 4.
- F. The City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and commence such action prior to the expiration of the applicable statute of limitations.

V. TERMINATION

Either party may terminate this Agreement for any reason upon giving six (6) months advanced written notice to the other party.

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

CITY OF RICHFIELD

DATED: _____

BY: _____
Its Mayor

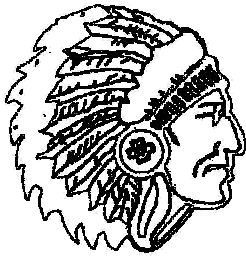
DATED: _____

BY: _____
Its Manager

CHIEF'S TOWING, INC.

DATED: _____

BY: _____
Its: _____



Chief's Towing, Inc
8610 Harriet Ave. South
Bloomington, MN 55420
Ph 952-888-2201 watts 800-888-2201

September 10, 2018

City of Richfield
Richfield Public Safety Department
Lt. Joe Griffin
6700 Portland Avenue South
Richfield, MN 55423

RE: CONTRACT FOR TOWING OF CITY VEHICLES, IMPOUNDING AND STORAGE OF MOTOR VEHICLES CONTRACT DECEMBER 1, 2018 THRU NOVEMBER 30, 2019.

LT. Griffin:

Chief's Towing, Inc. would like to take this opportunity to thank you for allowing us to perform the towing, impounding and storage of motor vehicles for the City of Richfield this past year. We would like to extend the contract for an additional (1) year period if such an extension is approved by the Richfield City Council.

This year we are requesting a 3% increase, we haven't increased our rates for these services since the 2014-2015 contract.

Attached is a list of the new proposed rates, rounded to the nearest nickel.

Sincerely,

Jeffery R. Schoenborn
Chief's Towing, Inc.
General Manager

City of Richfield, MN
**Current and proposed rates for
TOWING, IMPOUNDING, STORAGE OF VEHICLES AND SERVICES**

	<u>Current</u> 12/01/2017 thru 11/30/2018	<u>Proposed</u> 12/01/2018 thru 11/30/2019
Towing of impounded cars, trucks (under 1 ½ ton capacity), Motorcycles, all-terrain vehicles, snowmobiles and unattended Utility trailers towed within the City of Richfield	\$ 88.60	\$ 91.25
Towing charge for the same from outside the City of Richfield	\$ 88.60	\$ 91.25
Mileage charge for same.....	\$ 3.55	\$ 3.65
Towing of trucks (larger than 1 ton capacity) within the City of Richfield	\$148.50	\$ 152.95
Towing charge for same outside the City of Richfield	\$148.50	\$ 152.95
Mileage charge for same.....	\$ 3.55	\$ 3.65
Use of Winch with a tow		
Car (Per hour).....	\$ 22.10	\$ 22.75
Truck (Per hour)	\$ 36.65	\$ 37.75
Use of Dolly	\$ 22.10	\$ 22.75
Use of low-bed trailer or truck (flatbed required).....	\$ 110.85	\$ 114.20
Storage Charges		
First 24 hours or fraction thereof:		
Inside Storage.....	\$ 39.20	\$ 40.40
Outside Storage.....	\$ 29.30	\$ 30.20
Each additional 24 hours of fraction thereof:		
Inside Storage	\$ 39.20	\$ 40.40
Outside Storage	\$ 29.30	\$ 30.20
<u>Forfeitures</u>		
Vehicles forfeited to the City of Richfield	\$152.00	\$ 156.55
<u>City owned vehicles</u>		
Towing city owned vehicle less than 1 ton within city of Richfield	\$ 43.15	\$ 44.45
Mileage charge for same outside city	\$ 3.55	\$ 3.65



STAFF REPORT NO. 200
CITY COUNCIL MEETING
11/13/2018

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution to accept a grant of \$3,114 from the Office of Justice Programs for bullet proof vests.

EXECUTIVE SUMMARY:

The U.S Department of Justice, Office of Justice Programs, through their Bulletproof Vest Partnership/Body Armor Safety Initiative (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is designed to provide a critical resource to state and local law enforcement. The Richfield Department of Public Safety has participated in this grant since 2003. This grant allows the department to continually replace bulletproof vests that are out of warranty coverage.

RECOMMENDED ACTION:

By motion: Adopt a resolution accepting the grant of \$3,114 from the Office of Justice Programs for bullet proof vests.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$430 million in for the purchase of over one million vests (1,294,837 as of July, 2017). Total amount awarded nationwide in 2018 is \$29,876,699.
- The Richfield Department of Public Safety has received a total of \$69,503.62 over fifteen years.
- Based on data collected and recorded by BJA staff, following 2 years of decline law enforcement officer line-of-duty deaths, the country realized a dramatic 37% increase in officer deaths in 2010. Fifty-nine (59) of the 160 officers killed in 2010 were shot during violent encounters; a 20% increase over 2009 numbers.
- BVP funds cover 50% of the cost of an individual vest.

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

- Minnesota Statute 465.03 requires that every acceptance of a grant of devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all

grants and restricted donations to departments be received by resolution and passed by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:

- The Bulletproof Vest Partnership requires that the vests are ordered on or after April 1, 2018. The deadline to request payments from the FY 2018 award funds is August 31, 2020, or until all available FY 2018 funds have been exhausted.

D. FINANCIAL IMPACT:

- The amount of the grant is \$3,114.

E. LEGAL CONSIDERATION:

- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- Council could deny the resolution to accept the grant from the Department of Justice, Office of Justice Programs; however, the contributions would help defray the costs of replacing the bulletproof vests for the Department of Public Safety.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
□	Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION APPROVING THE GRANT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND RICHFIELD POLICE FOR BULLETPROOF VESTS

WHEREAS, following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers; and,

WHEREAS, the U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries; and,

WHEREAS, the Bulletproof Vest Partnership (BVP) was created by the Bulletproof Vest Partnership Grant Act of 1998 and is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement; and,

WHEREAS, the Richfield Department of Public Safety has been informed that a grant has been awarded to the department by the U.S. Department of Justice, Office of Justice Programs under their Bulletproof Vest Partnership (BVP) program, for \$3,114.00 for the purchase of ballistic vests; and,

WHEREAS, the BVP grant is under the Fiscal Year 2017 BVP awards, allowing purchases beginning on or after April 1, 2018 until August 31, 2020, or until all available 2018 award funds have been requested.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the Public Safety Department and the Deputy Director of Public Safety will enter into an agreement to receive grant money for Richfield's bulletproof vest expenditures as outlined in the agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of November 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 201
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of approval of an Electronic Funds Transfer Policy.

EXECUTIVE SUMMARY:

The City's auditors, BerganKDV have recommended to staff that an Electronic Funds Transfer (EFT) Policy be established to formalize the accounting and reporting of EFTs.

Accordingly, the purpose of this policy is to set forth the guidelines for both outgoing and incoming EFTs of the City and to ensure that the use of EFTs are initiated, executed, and handled in a secure manner.

RECOMMENDED ACTION:

By motion: Approve the Electronic Funds Transfer Policy.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- N/A

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

- It is the practice of the City of Richfield to follow established financial policies governing the City's practices related to fiscal management.

C. CRITICAL TIMING ISSUES:

- N/A

D. FINANCIAL IMPACT:

- N/A

E. LEGAL CONSIDERATION:

- N/A

ALTERNATIVE RECOMMENDATION(S):

- N/A

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
☐ Electronic Funds Transfer Policy	Exhibit

ELECTRONIC FUNDS TRANSFER POLICY

City of Richfield

Financial Policy

Date: November 13, 2018

Subject: Electronic Funds Transfer Policy

Introduction

The City, on a regular basis, enters into the transfer of funds electronically. The goal of this policy is to ensure that all Electronic Funds Transfers (EFTs) are initiated and executed in a secure and proper manner.

I. PURPOSE

The purpose of this policy is to set forth the guidelines for both outgoing and incoming electronic transfer of funds of the City.

II. SCOPE

This fiscal policy provides the framework to ensure that the use of EFTs to remit and receive funds are initiated, executed, and handled in a secure manner.

EFTs that fall under this policy are:

1. City cash flow transfers to cover accounts payable and payroll disbursements;
2. Semi-annual debt service payments;
3. Semi-annual tax increment PAYGO note payments;
4. Capital project and redevelopment property purchases; and,
5. Receipt of funds electronically from State, County, Local, or private entities.

Outgoing Electronic Funds Transfers

The Finance Department shall be responsible for the execution, accounting, and availability of funds for all outgoing EFTs.

Outgoing EFTs requests that originate outside of the Finance Department must be in writing and received by the Finance Department at least two (2) business days prior to the date the EFT is due to be executed.

All outgoing EFTs will originate out of the City's Wells Fargo Institutional Trust and Custody account and will utilize the Wells Fargo IRT Disbursement Instruction form.

The Finance department will be responsible for the timely and proper accounting of all outgoing EFTs.

At all times the funds of the City shall be transferred in accordance with this policy, Minn. Statute 471.38 and any other applicable law or written procedure.

Incoming Electronic Funds Transfers

For incoming EFTs, the Finance Department must be made aware of the pending incoming wire to ensure timely and accurate accounting and receipt.

The Finance Department will be responsible to ensure that all incoming EFTs are accounted for correctly.

III. DELEGATION OF AUTHORITY

The Finance Director is authorized by the City Manager to enter into EFTs on behalf of the City. The Finance Director may delegate this responsibility to authorized staff in their absence.

Approved: /s/ Steven L. Devich

City Manager



STAFF REPORT NO. 202
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Personal/Professional Service Agreement with Hennepin County to implement a grant project to operate two organics drop-off sites, one at Wood Lake Nature Center and another in partnership with Hope Church.

EXECUTIVE SUMMARY:

On behalf of the Richfield Organics Task Force, the Recreation Services Department submitted a grant application to Hennepin County to fund the cost of two organics drop-off sites for up to a two-year period, and the County Board approved funding in the amount of \$15,000 on October 25, 2018. With the support of Hennepin County, the City will launch two organics drop-off sites on November 15, 2018, that are free to the public. The two sites are located at Wood Lake Nature Center, 6710 Lake Shore Drive and at Hope Church, 7132 Portland Avenue.

The City will operate the service free of charge to all Hennepin County residents. Participants must register for the program online through the City's website. Upon registration, participants will receive an e-mail message explaining how the program works, including a combination to the locked container (containers will be kept locked to help prevent contamination). Certified compostable bags will be available free of charge on site in mounted waterproof cases while supplies last.

Wood Lake Nature Center was selected as a site because it has a large parking lot on the North side of the park, across the street from three large senior housing complexes with over 5,000 residents. This site can continue the opportunity for renters to drop off organic waste in the event the City progresses to residential curbside organics collection. Wood Lake Nature Center also has staff that can easily monitor the site. The site will accommodate a front-end loading hauler.

Hope Church reaches out to a diverse population and has several well attended worship services every week, offering a convenient organics drop off site to a steady crowd every week. The Church offers free meals to the community through the Loaves and Fishes Program, each week Monday through Thursday. They also offer an adult day care and a pre-school program on weekdays, all of which produce a steady supply of food waste. The Church is centrally located within the City and is adjacent to a multi-dwelling housing complex. The site will also accommodate a front-end loading hauler.

The grant will fund the installation of metal signage explaining how the program works and how to participate. An agreement with Waste Management, Inc. to haul and dispose the organic material will be executed before the launch date.

Plans for promoting the organics drop-off sites and educating residents about organics include:

- A dedicated web page was prepared and launched on October 26, 2018, including online registration. 223 participants have registered to-date!
- The Organics Task Force has promoted the program at the City's Open Streets at PennFest on September 16, 2018. The group has also had a regular presence at the City's weekly farmers market to promote the program. An informational flyer will be mailed to all Richfield households. Press releases were sent to local newspapers.
- A MN GreenCorps Member will be assigned to post information on the program to all City social media sites on a regular basis. Registrants will receive a monthly e-mail detailing the progress of the program and helpful tips.
- A video was produced to be aired on local cable television highlighting the program and helpful tips.

RECOMMENDED ACTION:

By motion: Approve a Personal/Professional Service Agreement with Hennepin County to implement a grant project to operate two organics drop-off sites, one at Wood Lake Nature Center and another in partnership with Hope Church.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Staff presented recommendations to establish organics collection in Richfield at a study session January 23, 2018. The Council directed staff to begin planning the implementation of organics drop-off site(s) and to establish a citizen-based task force.
- An organics task force was formed and started meeting March 7, 2018. Members include the following residents: Maria Regan Gonzalez, Jeremy Barthels, Paul Densmore, Jennifer Lewis, Susan Rosenberg, Maureen Scalia, Mia Simpson, DeeDee Edlund, Amanda Kueper, and Kathleen Balaban,
- City Council adopted a resolution supporting a host site application for a MN GreenCorps member on April 10, 2018, to assist with launching an organics drop-off program.
- Staff submitted a grant application to Hennepin County to fund the operation of two organics drop-off sites on August 17, 2018 and the Hennepin County Board approved funding in the amount of \$15,000 on October 25, 2018.
- GreenCorps Member Rachel Lindholm began working for the City on October 1, 2018, to assist with establishing the organics drop-off program.

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

- Contracts and agreements of this type are typically reviewed and considered by City Council.

C. CRITICAL TIMING ISSUES:

- The program launch date of November 15, 2018 is approaching.

D. FINANCIAL IMPACT:

Funding for the program will be provided exclusively by Hennepin County as follows:

Hauling and disposal	\$7,000
Signage and pad for Hope Church	\$2,000
Promotions and educational materials	\$3,000
Compostable Bags	<u>\$3,000</u>

Total request for funding from the County \$15,000

E. LEGAL CONSIDERATION:

- The agreement was fashioned from the 2017-2020 Municipal Recycling Agreement the City has already executed with the County for recycling services on February 28, 2017.

ALTERNATIVE RECOMMENDATION(S):

- The Richfield Organics Task Force believes that accepting the funds from Hennepin County to operate two organics drop-off sites is an excellent bridge to the onset of curbside organics collection by creating excitement and educating residents about the benefits of organics recycling, however the Council may decide to delay or cancel the program.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no principal parties expected at the meeting.

ATTACHMENTS:

Description	Type
☐ Agreement	Contract/Agreement

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy Department, 701 4th Avenue South, Minneapolis, MN 55415 ("COUNTY"), and City of Richfield, 6700 Portland Ave, Richfield, MN 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 September 13, 2018, and expiring May 01, 2021, unless cancelled or terminated earlier in accordance with the provisions herein.

The total cost of this Agreement shall not exceed fifteen thousand dollars (\$15,000.00).

2. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the following services: two organics drop-off sites, one at the Wood Lake Nature Center and another in partnership with Hope Church.

The CONTRACTOR shall implement the grant project ("Project") as described below. In addition, the CONTRACTOR agrees to implement the Project as described in the grant application approved by the COUNTY and kept on file with the COUNTY.

Eligible Project expenses include:

- Hauling and disposal
- Construction – enclosures, pads
- Dumpsters or carts
- Promotions
- Educational materials
- Other supplies and services approved by the COUNTY

Ineligible Project expenses include, but are not limited to:

- Staff time
- Cleaning and general site maintenance
- Educational materials provided by the county

The CONTRACTOR shall:

- Follow the COUNTY guidelines for acceptable organic materials
- Collaborate with the COUNTY to plan implementation and promote the organics drop-off site

- Encourage residents to sign up for CONTRACTOR email notifications about the organics drop-off site, which may include details about how to participate and updates about program changes
- Provide contact information for a CONTRACTOR employee that manages the organics drop-off site
- Report basic Project information, including hauling data and participation estimates
- Allow all COUNTY residents to use the organics drop-off site
- Maintain the organics drop-off site for at least 3 years

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. DISTRIBUTION OF FUNDS

The COUNTY will make two payments to the CITY. The first payment, 75 percent of the total grant amount, shall be disbursed upon execution of the Agreement. The final payment, 25 percent of the total grant amount, shall be disbursed upon completion of the Project.

Payments hereunder shall be made pursuant to COUNTY's then-current payment policy. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in CONTRACTOR's name.

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

CONTRACTOR shall provide all information requested by COUNTY to facilitate the verification of educational and professional credentials from primary sources.

CONTRACTOR shall undergo a review of professional credentials as requested by COUNTY during the term of this Agreement.

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

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees 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 CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged

infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

8. INSURANCE

- A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by CONTRACTOR. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover CONTRACTOR, and others for whom and/or to whom CONTRACTOR may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. CONTRACTOR is required to have and keep in force the following minimum insurance coverages or CONTRACTOR's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

Limits

- (1) Commercial General Liability (CGL) on an occurrence basis with contractual liability coverage (this coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent provided XCU (explosion, collapse and underground) is not excluded):

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,500,000

- (2) Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.	

Employer's Liability. Bodily injury by:

Accident - Each Accident	500,000
Disease - Policy Limit	500,000
Disease - Each Employee	500,000
(3) Professional Liability (PL/E&O) - Per Claim	1,500,000
Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of CONTRACTOR or any entity for which CONTRACTOR is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.

(4) Automobile Liability	500,000
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CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONTRACTOR.

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by CONTRACTOR, if allowed by COUNTY, shall be the sole responsibility of CONTRACTOR. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR's required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with CONTRACTOR'S insurance. CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

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 PRIVACY AND SECURITY

- A. 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.

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.

- B. In addition to the foregoing MGDPA and other applicable law obligations, CONTRACTOR shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR 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.

If CONTRACTOR has access to or possession/control of County Data, CONTRACTOR shall safeguard and protect the County 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 known or suspected security breach or unauthorized access to County 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.

- C. COUNTY may, in its sole discretion, grant CONTRACTOR limited access to COUNTY computer/data systems including but not limited to COUNTY computers, networks, databases, applications and/or environments ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, CONTRACTOR and all CONTRACTOR personnel with access to County Systems shall comply with COUNTY data practices and security policies, rules and directions when accessing and using County Systems. Compliance with such requirements is

supplemental to CONTRACTOR's duty to comply with applicable laws and regulations and CONTRACTOR's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, CONTRACTOR's access to County Systems shall be subject to the following: (i) CONTRACTOR shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of CONTRACTOR shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if CONTRACTOR utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) CONTRACTOR shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any CONTRACTOR personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, CONTRACTOR shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all access points, usernames, passwords and/or other applicable credentials. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

D. 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 County Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits CONTRACTOR to retain copies of the County Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the County 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 County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any County 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 County Data so specified by COUNTY.

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. 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.
- C. 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.
- D. 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.
- E. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- F. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- 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 PRIVACY AND SECURITY; 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 Environment and Energy Department so as to accomplish the purposes of this Agreement, Ben Knudson, Recycling & Waste Reduction Specialist, or successor ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

Jim Topitzhofer shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

Phone: 612-861-9394

Email: jtopitzhofer@richfieldmn.gov

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 ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

Reviewed for COUNTY by:

Document Assembled by:



Carol Reeves

E-signed 2018-10-23 10:04AM CDT

Carol.Reeves@hennepin.us

Hennepin County

Pr. Administrative Assistant



Attachments

CONTRACTOR

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.

Application for organics drop-off funding

Applicant information

- City of Richfield
- Karen Shragg
- 6710 Lake Shore Drive South, Richfield, MN 55423
- 612-861-9366
- kshragg@richfieldmn.gov

Proposed locations

SITE 1 – Wood Lake Nature Center

- **Address:** 6710 Lake Shore Drive South, Richfield, MN 55423
- **Map:**



- **Photo from the site indicating where the drop off will be located:**



- **General site description:** Wood Lake Nature Center is a 150-acre natural area dedicated to environmental education, wildlife observation, and outdoor recreation. Wood Lake staff coordinates recycling for the City and is stationed in a building on site. The Nature Center has a large parking lot on the North side of the park, across the street from three large senior housing complexes with over 5,000 residents living there.
- **Reasons for choosing the site:** Wood Lake Nature Center is centrally located within the City and is adjacent to three large multi-dwelling complexes. The site is located under a street light and provides a lighted area in the dark. On-site staff is available to monitor the container on a daily basis. The site will accommodate a front-end loading hauler. No enclosure or concrete pad is needed for this site.
- **Proposed availability of site:** The site will be available all days during the week during park curfew hours, 5:00 a.m. to 11:00 p.m.

SITE 2 – Hope Church

- **Address:** 7132 Portland Avenue, Richfield, MN 55423
- **Map:**



- **Photo from the site indicating where the drop off will be located:**



- **General site description:** Hope Church was founded in 1954 in the heart of Richfield – and the size and diversity of city and church alike have grown rapidly since then. Hope Church has several worship services including one Lao Service and one West African Worship. The Church has programming and activities of various types seven days a week.
- **Reasons for choosing the site:** Hope Church reaches out to a diverse population and has several well attended worship services every week, offering a convenient organics drop off site to a steady crowd every week. The Church offers free meals to the community through the Loaves and Fishes Program, each week Monday through Thursday. They also offer an adult day care and a pre-school program on weekdays, all of which produce a steady supply of food waste. The Church is centrally located within the City and is adjacent to a multi-dwelling housing complex. The site will accommodate a front-end loading hauler. No enclosure is needed for this site; however, Hope Church wanted the container to rest on a bituminous pad. They have agreed to pay for half of the cost.
- **Proposed availability of site:** The site will be available all days during the week, 5:00 a.m. to 11:00 p.m.

Funding request

Provide the following:

Expense	Projected Budget
Hauling and disposal	\$7,000
Construction (enclosure, pad, etc.)	\$2,000
Promotions and educational materials	\$3,000
Other supplies or services	\$3,000
Total request for funding from the county	\$15,000

Implementation plans

Provide the following:

- **Implementation timeline with general steps and dates:** The City will operate the service free of charge to all Hennepin County residents. Participants must register for the program on-line through the City's website. Upon registration, participants will receive an e-mail message explaining how the program works including a combination to the locked container (containers will be kept locked to help prevent contamination). Certified compostable bags will be available free of charge on site in mounted waterproof cases while supplies last. **The program launch date is October 1, 2018, or upon notification of funding award from Hennepin County if later.** It is the City's intention to continue the sites leading up to and after the City progresses to curbside residential organics collection.

An agreement will be executed between the City of Richfield and Hope Church by the launch date to operate a joint organics drop-off site on Church property for at least a two-year period. A bituminous pad will be installed for the container to rest on at Hope Church before launch date. Metal signage explaining how the program works and how to participate will be installed on metal posts prior to launch date. An agreement with Dick's Sanitation to haul and dispose the organic material will be executed before launch date.

- **Plans for promoting the site and educating residents about organics :**
 - A dedicated web-page will be prepared and launched on September 5, 2018 including on-line registration.
 - The citizen-based organics taskforce will promote the program at the City's Open Streets at PennFest on September 16, 2018, an event that attracts up to 10,000 people. At the event, taskforce members will hand out flyers and provide a display. The group will also have a regular presence at the City's weekly farmers market to promote the program.
 - An informational flyer will be mailed to all Richfield households on September 24, 2018.
 - A press release will be sent to local newspapers in advance of launch date.
 - A MN GreenCorps Member will be assigned to post information on the program to all City social media sites on a regular basis. Registrants will receive a monthly e-mail detailing the progress of the program and helpful tips.
 - A video will be produced and aired on local cable television highlighting the program and helpful tips.

Approval of application

Provide the following to indicate the city and/or site owner have approved of this project:

Name: Jim Topitzhofer

Title/position: Recreation Services Director

Phone #: 612-861-9394

Date: August 1, 2018

Application approved: ☒

Submittal of application

Submit the application and any attachments to Ben Knudson at ben.knudson@hennepin.us.

Next steps

- The county will review the application and contact the city with its determination
- The county will send the service agreement to the city for signatures
- The city will return the agreement to the county for final signatures
- The county will make two payments to the city, one upon execution of the service agreement (75%) and one upon completion of the project (25%)

June 2018



STAFF REPORT NO. 203
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/6/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an agreement with Hope Presbyterian Church to operate an organics drop-off site on Church premises at 7132 Portland Avenue for a two-year period.

EXECUTIVE SUMMARY:

On behalf of the Richfield Organics Task Force, the Recreation Services Department submitted a grant application to Hennepin County to fund the cost of two organics drop-off sites for up to a two-year period, and the County Board approved funding in the amount of \$15,000 on October 25, 2018. With the support of Hennepin County, the City will launch two organics drop-off sites on November 15, 2018, that are free to the public. The two sites are located at Wood Lake Nature Center, 6710 Lake Shore Drive and at Hope Church, 7132 Portland Avenue.

The City will operate the service free of charge to all Hennepin County residents. Participants must register for the program online through the City's website. Upon registration, participants will receive an e-mail message explaining how the program works, including a combination to the locked container (containers will be kept locked to help prevent contamination). Certified compostable bags will be available free of charge on site in mounted waterproof cases while supplies last.

Hope Church was selected as one of the sites because they reach out to a diverse population and have several well attended worship services every week, offering a convenient organics drop off site to a steady crowd every week. The Church offers free meals to the community through the Loaves and Fishes Program, each week Monday through Thursday. They also offer an adult day care and a pre-school program on weekdays, all of which produce a steady supply of food waste. The Church is centrally located within the City and is adjacent to a multi-dwelling housing complex. The site will also accommodate a front-end loading hauler.

The grant will fund the installation of metal signage explaining how the program works and how to participate. The grant will also fund a 10'x10' bituminous pad at Hope Church to accommodate a collection container. An agreement with Waste Management, Inc. to haul and dispose the organic material will be executed before the launch date.

RECOMMENDED ACTION:

By motion: Approve an agreement with Hope Presbyterian Church to operate an organics drop-off site on Church premises at 7132 Portland Avenue for a two-year period.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Staff presented recommendations to establish organics collection in Richfield at a study session January 23, 2018. The Council directed staff to begin planning the implementation of organics drop-off site(s) and to establish a citizen-based task force.
- An organics task force was formed and started meeting March 7, 2018. Members include the following residents: Maria Regan Gonzalez, Jeremy Barthels, Paul Densmore, Jennifer Lewis, Susan Rosenberg, Maureen Scalia, Mia Simpson, DeeDee Edlund, Amanda Kueper, and Kathleen Balaban,
- City Council adopted a resolution supporting a host site application for a MN GreenCorps member on April 10, 2018, to assist with launching an organics drop-off program.
- Staff submitted a grant application to Hennepin County to fund the operation of two organics drop-off sites on August 17, 2018, and the Hennepin County Board approved funding in the amount of \$15,000 on October 25, 2018.
- GreenCorps Member Rachel Lindholm began working for the City on October 1, 2018, to assist with establishing the organics drop-off program.

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

- Contracts and agreements of this type are typically reviewed and considered by City Council.

C. CRITICAL TIMING ISSUES:

- The program launch date of November 15, 2018, is approaching.

D. FINANCIAL IMPACT:

Funding for the program will be provided exclusively by Hennepin County as follows:

Hauling and disposal	\$7,000
Signage and pad for Hope Church	\$2,000
Promotions and educational materials	\$3,000
Compostable Bags	<u>\$3,000</u>

Total request for funding from the County \$15,000

E. LEGAL CONSIDERATION:

- The agreement was drafted by the City Attorney.

ALTERNATIVE RECOMMENDATION(S):

- The Richfield Organics Task Force believes that establishing an organics drop-off site at Hope Church will provide a steady crowd of potential participants each week and a programs that produce a steady supply of food waste, however the Council may decide to select a different site or to alter the agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Agreement	Contract/Agreement

ORGANICS DROP-OFF SITE AGREEMENT

THIS ORGANICS DROP-OFF SITE AGREEMENT ("Agreement") is made this 13th day of November, 2018 by and among the City of Richfield, (the "City") and Hope Presbyterian Church (the "Church").

RECITALS

- A. The City has been awarded a grant from Hennepin County to operate two organic drop-off sites that are free to the public and that one of the site locations listed in the grant application is the parking lot owned by Hope Presbyterian Church at 7132 Portland Ave, Richfield, MN (the "Property").
- B. The City has requested that Hope Presbyterian Church permit it the non-exclusive use of the Property to store an organic waste container, a storage container for compostable bags, and to install and maintain signage at the Property.
- C. The Church is willing to allow the City use of the Property as an organic drop-off site pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant of Permit.** The Church hereby grants the City and its invitees a permit of non-exclusive use of the Property for the purpose of collecting organic waste from the public pursuant to the terms of this Agreement. The City may not utilize the Property for any other purpose other than to store containers that are used to collect organic waste from the public. The City must use the Property in compliance with the terms and conditions of this Agreement, and all federal, state, and local laws, ordinances, rules, and regulations.
2. **Dates and Hours of Access.** The City and its invitees shall be permitted non-exclusive use of the Property for organics waste collection beginning on November 15, 2018 until November 14, 2020, between the hours of 5:00 a.m. and 11:00 p.m.
3. **Use.** The City may use the Property to store and collect organic waste in a 2 or 4 yard container; to install and maintain signage at the drop off site that informs users of the guidelines of the organics collection program; and to store a small storage container to supply registered users certified compostable bags. The City shall contract with a hauler to collect the organic waste once or twice weekly.
4. **Maintenance.** The City will use reasonable efforts to monitor the site to ensure that the storage containers are in good working order and to check for and remedy any cleanliness issues. The Church will use reasonable efforts to notify the City's Recreation Services Department if the Church becomes aware of any maintenance issues that need to be addressed.

5. **Term.** This Agreement shall be effective beginning on November 15, 2018 and shall expire on November 14, 2020. The City may request, and the Church may agree, to extend the term of this Agreement in its sole discretion. Said extension must be in writing and executed by both parties to this Agreement.

6. **Compensation.** The City hereby agrees to compensate the Church for half of the cost of a ___ x ___ bituminous pad that was installed by the Church for the purpose of storing a 2 or 4 yard storage container, in the amount of \$1,075, payable by November 15, 2018.

7. **Insurance.** Upon execution of this Agreement, the City must provide a certificate of insurance showing that it has property insurance coverage and liability coverage in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage.

8. **No Waiver.** Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes or otherwise.

9. **Termination.** Either the City or the Church may terminate this Agreement at any time upon 60 days written notice to the other party.

10. **Notices.** A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

- a. To the City: Jim Topitzhofer, Recreation Services Director
7000 Nicollet Avenue South
Richfield, MN 55423
- b. To Hope Presbyterian Church: Keith Koenig, Director of Facilities and Administration
7132 Portland Avenue
Richfield, MN 55423

or at such other address that either party may, from time to time, designate in writing and forward to the other as provided in this Section 9.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument and may not be amended or modified except by a writing signed by the parties hereto.

12. **Governing Law; Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

13. **Entire Agreement.** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This

Agreement supersedes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

CITY OF RICHFIELD

By: _____

Its Mayor

By: _____

Its City Manager

HOPE PRESBYTERIAN CHURCH

By: *Ruth E. Koenig*

Its: *Dir of Inc & Admin*



STAFF REPORT NO. 204
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Kari Sinning, Deputy City Clerk

DEPARTMENT DIRECTOR REVIEW: Elizabeth VanHoose, City Clerk
11/7/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/7/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration for the adoption of a resolution designating polling places for 2019.

EXECUTIVE SUMMARY:

Minnesota Statute section 204B.16, subd 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year by December 31. The designated polling places (as identified in the attached resolution) are unchanged from the polling locations of the past several elections.

RECOMMENDED ACTION:

By motion: Adopt a resolution designating polling places for 2019.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- This is a new annual requirement that was passed in the 2017 legislative session.

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

- Minnesota Statute section 204B.16, subd 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year by December 31.

C. CRITICAL TIMING ISSUES:

- Must be approved by December 31.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- None

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
 Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION DESIGNATING POLLING PLACES FOR 2019

WHEREAS, Minnesota Statute 204B.16, subd 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year; and

WHEREAS, changes to the polling places locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, changes to the polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Richfield hereby designates the following polling places for elections conducted in the city in 2019;

<u>Precinct No. 1</u> Ward 3	Mt. Calvary Education Building 6541 16th Avenue
<u>Precinct No. 2</u> Ward 2	St. Peter's Catholic Church 6730 Nicollet Avenue
<u>Precinct No. 3</u> Ward 1	Sheridan Hills School 6400 Sheridan Avenue
<u>Precinct No. 4</u> Ward 1	St. Richard's Catholic Church 7540 Penn Avenue
<u>Precinct No. 5</u> Ward 1	Richfield Middle School 7461 Oliver Avenue
<u>Precinct No. 6</u> Ward 2	Central School Building 7145 Harriet Avenue
<u>Precinct No. 7</u> Ward 2	Hope Presbyterian Education Facility 7132 Portland Avenue
<u>Precinct No. 8</u> Ward 3	Richfield STEM School 7020 12th Avenue
<u>Precinct No. 9</u> Ward 3	Centennial School 7315 Bloomington Avenue

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the nine locations listed above are the designated 2019 polling locations in Richfield.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 205
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution granting a subdivision waiver, allowing the division of 6933 Oliver Avenue into three lots.

EXECUTIVE SUMMARY:

Endres Custom Homes has acquired the property at 6933 Oliver Avenue and proposes to split the existing 140-foot wide lot into three lots to allow for the construction of three new homes. Splitting a lot requires City Council approval of a subdivision waiver. The property measures 140 feet wide and consists of three platted lots, which were combined into one lot prior to the construction of the existing house on the property. Ten (10) feet of the northern lot was split off and combined with the adjacent property at 6925 Oliver Avenue, resulting in 6933 Oliver Avenue being 10 feet shy of three full lots.

If the three lots were to be divided along the original plat lines, this would result in two 50-foot lots and one 40-foot lot. The applicant proposes to 're-balance' the lot lines, resulting in three equal lots of 46.67 feet wide. These lots would be 3 feet 4 inches narrower than the minimum lot width requirement of 50 feet. City Code states that "the Council may vary or modify such requirements so that the subdivider is allowed to develop his property in a reasonable manner, but in such a manner that the public welfare and interests of the City and surrounding area are protected." Despite the narrower lot width, the proposed houses would meet all setback requirements. The minimum side setback requirement is 5 feet, whereas the proposed houses would be set back 7 feet 4 inches from the side lot lines. The proposed houses would be spaced in a manner consistent with the surrounding neighborhood.

The homes would be constructed as part of the Richfield Rediscovered program; a highly successful program that is intended to provide "move-up" housing to new families or growing families who wish to stay in the community. The City's Comprehensive Plan continues to identify this as a need in Richfield.

Finding that requirements are met, staff recommends approval of the subdivision waiver.

RECOMMENDED ACTION:

By motion: Adopt a resolution granting a subdivision waiver for 6933 Oliver Avenue.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Within one block of the subject property at 6933 Oliver Avenue, there are existing lot widths of 44 feet, 45.5 feet, and 48 feet, in addition to those measuring 50 feet and wider.
- In 2017, the Council approved a subdivision of a property at 7445 Humboldt Avenue that resulted in lot width of 45.67 feet.
- Six blocks to the north of the subject property, the 6300 blocks between Penn Avenue and 35W include several 40-foot wide lots, which are governed by a grandfather clause in the Single Family Residential (R) Zoning District.

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

- **Subsection 500.05, Subdivision 2.** - In cases in which compliance with the City's platting requirements result in unnecessary hardship and when failure to comply with said requirements does not interfere with the purpose and intent of the regulations, the Council may adopt a resolution authorizing a waiver from the subdivision requirements.
- **Subsection 500.21** - Whenever the tract to be subdivided or platted is of such unusual size or shape, or is surrounded by such development or unusual conditions that the strict application of the requirements contained in this Section would result in a substantial hardship or injustice, the Council may vary or modify such requirements so that the subdivider is allowed to develop his property in a reasonable manner, but in such a manner that the public welfare and interests of the City and surrounding area are protected and the general intent and spirit of this Section is preserved.
- **Subsection 514.11, Subd. 2.** Lot area, dimensions and coverage. The property is located in the Single Family Residential (R) Zoning District. Minimum lot requirements and dimensions of the proposed lots are as follows (italics where requirements are not met):

<u>Lot Dimensions</u>	<u>Width (ft.)</u>	<u>Depth (ft.)</u>	<u>Area (sq. ft.)</u>
Minimum Required	50	100	6,700
Proposed	46.67	135	6,300

Comprehensive Plan statement on housing needs

In the City's long-range plan, the community has identified a need for "move-up" housing that allows growing families to move into a larger home while remaining in Richfield.

C. CRITICAL TIMING ISSUES:

- **60-DAY RULE:** The 60-day clock 'started' when a complete application was received on September 24, 2018. A decision must be given by November 23, 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 in total) for issuing a decision.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- Although not legally required because this item is not a public hearing, notice of this request was mailed to properties within 350 feet of the subject property on October 30, 2018.

ALTERNATIVE RECOMMENDATION(S):

- Deny the requested subdivision waiver with a finding that the proposal does not meet City requirements.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Dustin Endres, Endres Custom Homes

ATTACHMENTS:

Description	Type
D Resolution	Resolution Letter

▣	Surveys - Existing & Proposed	Exhibit
▣	Neighborhood Context Map	Backup Material
▣	Neighborhood Context - Google Streetview	Backup Material
▣	Neighborhood Context - New homes	Backup Material

RESOLUTION NO.

**RESOLUTION AUTHORIZING A SUBDIVISION WAIVER
FOR 6933 OLIVER AVENUE**

WHEREAS, an application has been filed with the City of Richfield which requests approval of a subdivision waiver for the division of property commonly known as 6933 Oliver Avenue ("Subject Property"), legally described as follows:

Lots 12 and 13, and 14 except the North 10 feet thereof, all in Block 11,
TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County,
Minnesota

WHEREAS, the applicant proposes to divide the above-described parcel into three parcels, legally described as:

Parcel A: Lot 14, Block 11, except the North 10 feet thereof, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota and that part of Lot 13, said Block 11 which lies north of the South 43.34 feet thereof.

Parcel B: The South 43.34 feet of Lot 13, Block 11, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota and the North 3.33 feet of Lot 12, said Block 11.

Parcel C: That part of Lot 12, Block 11, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota which lies south of the North 3.33 feet thereof.

WHEREAS, the City has fully considered the request for approval for the subdivision waiver; and

WHEREAS, the City Council finds that compliance with City Code Section 500.05 Subdivision 1, requiring the property to be platted, would result in unnecessary hardship and that failure to comply therewith will not interfere with the purposes of the platting regulations of Section 500.01.

WHEREAS, the City Council finds that failure to comply with minimum lot width and area requirements will not injure the public welfare and that the interests of the City and surrounding area are protected and the general intent and spirit of the subdivision regulations are preserved.

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

1. A waiver for the subdivision of the Subject Property legally described above is hereby granted.
2. City staff is authorized and directed to take any action necessary to effectuate this Resolution and to authorize the recording of conveyances complying with the terms of this Resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Survey for:
ENDRES CUSTOM HOMES, INC.
at 6933 Oliver Avenue South

EXISTING PROPERTY DESCRIPTION

Lots 12 and 13, and 14 except the North 10 feet thereof, all in Block 11, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota.

PARCEL A DESCRIPTION

Lot 14, Block 11, except the North 10 feet thereof, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota and that part of Lot 13, said Block 11 which lies north of the South 43.34 feet thereof.

PARCEL B DESCRIPTION

The South 43.34 feet of Lot 13, Block 11, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota and the North 3.33 feet of Lot 12, said Block 11.

PARCEL C DESCRIPTION

That part of Lot 12, Block 11, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota which lies south of the North 3.33 feet thereof.

LEGEND

- Iron Monument Set
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- MH ○ Manhole
- CB ○ Catch Basin
- Inv. Invert Elevation
- PP ○ Power Pole
- LP ⚡ Light Pole
- Concrete Surface
- Bituminous Surface



Scale: 1 inch = 20 feet
Total Area = 18,899 square feet (0.43 acre)
Parcel A = 6,299 square feet (0.14 acre)
Parcel B = 6,300 square feet (0.14 acre)
Parcel C = 6,300 square feet (0.14 acre)

I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 14th day of September, 2018

REHDER & ASSOCIATES, INC.



Gary C. Huber, Land Surveyor
Minnesota License No. 22036

Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

Survey for:
ENDRES CUSTOM HOMES, INC.
at 6933 Oliver Avenue South

EXISTING PROPERTY DESCRIPTION

Lots 12 and 13, and 14 except the North 10 feet thereof, all in Block 11, TINGDALE BROS. LINCOLN HILLS SECOND ADDITION, Hennepin County, Minnesota.

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Parcel C = 6,300 square feet (0.14 acre)

I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 14th day of September, 2018

REHDER & ASSOCIATES, INC.

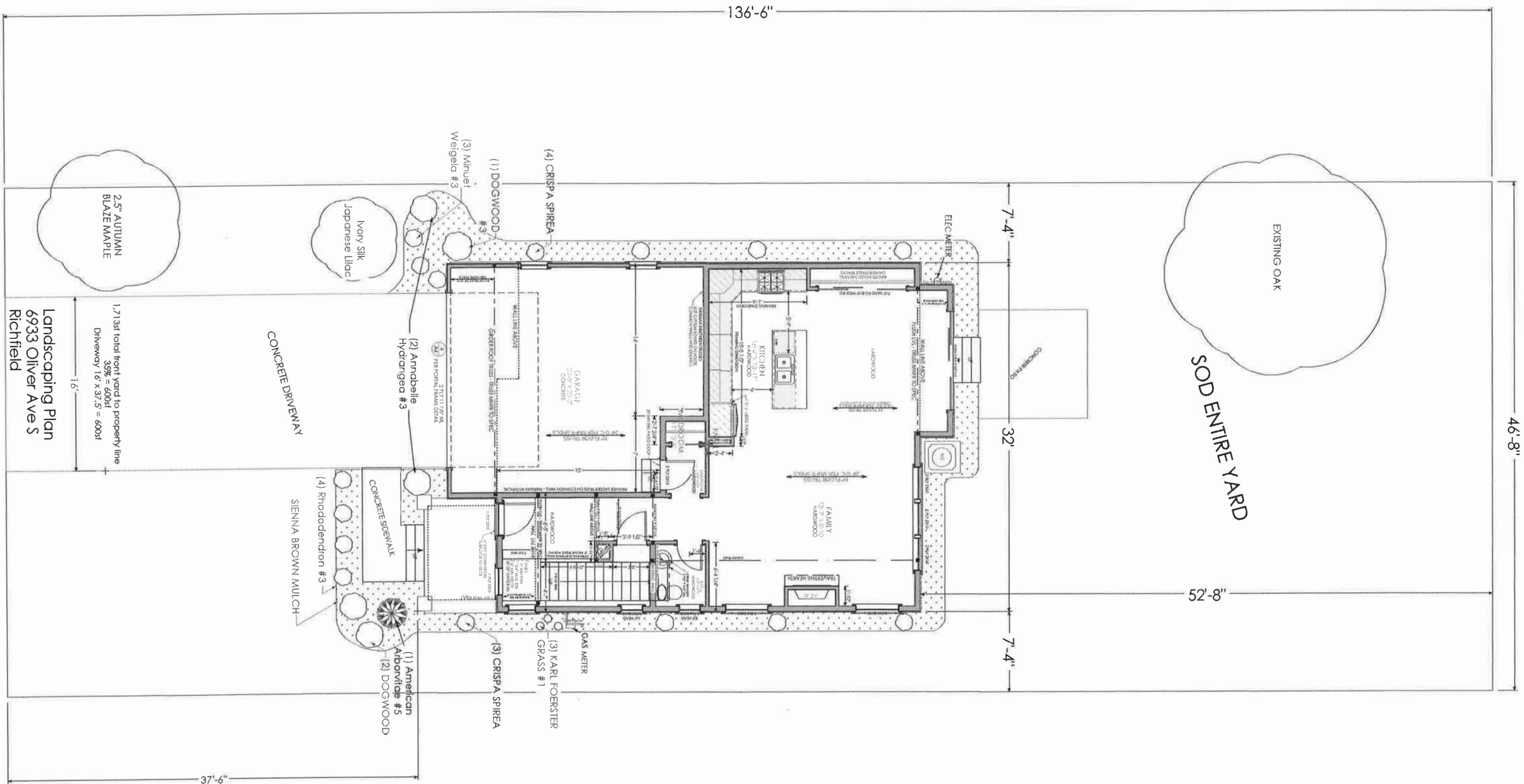


Gary C. Huber, Land Surveyor
Minnesota License No. 22036
Revised October 8, 2018

Rehder and Associates, Inc.

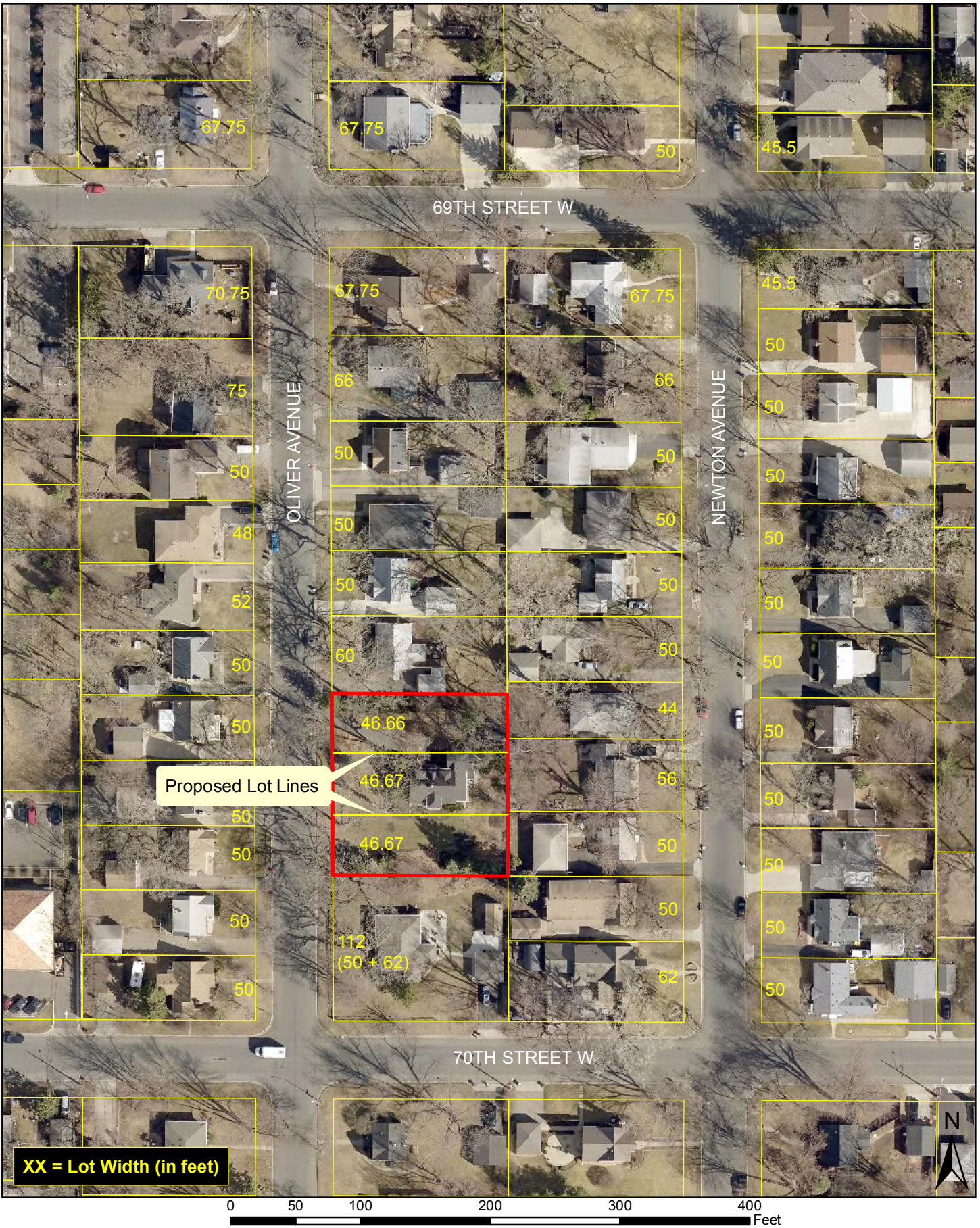
CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051



Landscaping Plan
6933 Oliver Ave S
Richfield

Neighborhood Context



View across the street at 6928-6932-6936 Oliver Avenue – 50-foot wide lots



Newer homes on lot widths 50' or narrower – Neighborhood Context





STAFF REPORT NO. 206
CITY COUNCIL MEETING
11/13/2018

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

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
11/5/2018

OTHER DEPARTMENT REVIEW: Jack Broz, Engineering; Mike Peterson, Public Works; Jim Topitzhofer, Recreation Services; Julie Urban, Community Development

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution approving a submittal of the Richfield 2040 Comprehensive Plan to the Metropolitan Council.

Note: The full Draft 2040 Comprehensive Plan is available for review on the City's website (www.richfieldmn.gov/compplan). The size of the document makes it impractical and technologically difficult to attach directly to this report.

EXECUTIVE SUMMARY:

Over the past 18 months, staff and consultants from the Hoisington Koegler Group, Inc. (HKGi) and SRF Consulting Group have been working to gather feedback and update the City's Comprehensive Plan (as required by State Statute). This work has included a significant amount of outreach to the community in the form of paper and online surveys, pop-up events, open houses, and steering committee meetings (See Historical Context Section for additional details). Based on policy-maker feedback, survey responses, and direct conversations, the 2040 Comprehensive Plan has been updated to reflect the direction that Richfield will head in the coming years.

The City has never viewed the Comprehensive Plan as a static document and thus it has been revised a number of times over the past decade to reflect changes in policies and market realities, or in response to anticipated transportation changes. Community input confirmed that the 2030 Plan was still largely relevant and reflective of the community vision. As such, the 2040 Comprehensive Plan (Plan) is more of a refinement than an overhaul of the 2030 Plan. Significant time and effort has gone into:

- Vision statement describing the "Urban Hometown" moniker;
- Sub-area plan and guiding principles for the area surrounding the intersection of 66th Street and Nicollet Avenue;
- New Parks Master Plan;
- Bringing pedestrian, bicycle, and transit elements to the forefront of the Transportation Chapter in order to further emphasize their priority in system planning;
- Inclusion of the City's racial history and commitment to racial equity;
- Discussion of tools and challenges to address the improvement and protection of the City's Naturally Occurring Affordable Housing (NOAH);

- Incorporating the work of the Housing Visioning Task Force; and
- Simplification of land use categories, including adjustment of density ranges to reflect existing land use patterns that the City wishes to promote and continue.

As is the case in most discussions, there was a divide in the opinion of the public in regard to the future of Richfield. There are some residents who would prefer that Richfield revert to being a bedroom community, as it was historically developed. We also spoke with many residents who love Richfield as it is and see no need to change anything further. Finally, there are those who see recent commercial, housing, and transportation changes as only the beginning of a renaissance in Richfield. Things will continue to change in and around Richfield. The City as a bedroom community is not a sustainable economic model; commercial and multi-family development is necessary to help pay for the continued infrastructure costs of the City and to accommodate growth in the region. Climate change, increased and diverse populations, technological innovations, just to name a few, will continue to influence and change the decisions that people make regarding where to live and work, and how they get to those places. The goal of the Comprehensive Plan is to prepare, as much as possible, for these changes and to manage this change in a way that can make them an asset to the community.

A public hearing was held before the Planning Commission on October 22, 2018. As a result of public testimony and discussion, the Plan has been revised to include statistical information related to the City's disabled population and to revise the maximum allowable density in the 66th & Lyndale Avenue area. The Planning Commission recommended approval of the Plan.

Consultant Lance Bernard of HKGi will present a short overview of the planning process and the proposed Plan.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving a submittal of the Richfield 2040 Comprehensive Plan to the Metropolitan Council.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Comprehensive Plan update process has included a number of opportunities for residents and business owners to participate. These include:
 - Penn Fest information booth - September 2016 and September 2017
 - Steering Committee Meetings - April, June, August 2017, and February 2018
 - Pop-up events - Metro Transit bus riding (May 2017), Loaves and Fishes (May 2017), DMV (May 2017), Farmers Market (July 2017)
 - Survey distribution by Steering Committee Members (primarily April/May 2017).
 - Open Houses - May 2017, August 2017, March 2018
 - Wiki-map survey - April 2017
 - Online survey - March 2017
- Feedback received has been compiled into two Community Engagement Briefs, available as Appendix B of the Plan.

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

- The Metropolitan Land Planning Act (State Statute 473) provides the requirements for the update of the Comprehensive Plan.
- Affected jurisdictions have been provided an opportunity to comment on the Plan. Affected jurisdictions for Richfield include:
 - The cities of Bloomington, Edina, and Minneapolis;
 - Hennepin County;
 - School District 280;
 - Watershed Districts (Lower MN River, Minnehaha Creek, Nine Mile, and Richfield-Bloomington);
 - MnDOT;
 - MnDNR; and

- Metropolitan Airports Commission.
- The Draft 2040 Comprehensive Plan was also submitted to the Metropolitan Council for preliminary review.
- Staff has reviewed all official comments (attached) and revised the Draft 2040 Comprehensive Plan where necessary.

C. CRITICAL TIMING ISSUES:

- A six month review period for affected jurisdictions is required prior to submittal of the Comprehensive Plan update to the Metropolitan Council. This review period expires November 9 (after the date of this report). No additional substantial comments are expected; staff will update the Council if substantive comments are received.
- A public hearing before the Planning Commission was held on October 22, 2018. Testimony was taken and responded to by the Commission and/or staff.
- Plans must be submitted to the Metropolitan Council by December 31, 2018.
- The Metropolitan Council has six months to review the Comprehensive Plan. The 2040 Comprehensive Plan will not officially become effective until it has been approved by the Metropolitan Council.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- Notice of the October 22 public hearing was published in the Sun Current Newspaper, as required.
- Notice was also published via the City's Facebook page and a press release sent to the Sun Current Newspaper.
- Individual letters were sent to owners of property that is proposed for a designation change. Letters specified the current designation of the property and the proposed designation. Staff contact information was provided.

ALTERNATIVE RECOMMENDATION(S):

- Recommend approval of the Plan with modifications.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Lance Bernard, Planner & Project Manager - Hoisington Koeigler Group Inc. Jack Broz, Transportation Engineer Jim Topitzhofer, Recreation Services Director Julie Urban, Housing Manager

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ Official Review Comments	Backup Material
□ 2030 Comp Plan-Land Use Map	Backup Material
□ 2040 Comp Plan-Land Use Map	Backup Material

RESOLUTION NO.

**RESOLUTION APPROVING A SUBMITTAL
OF THE
RICHFIELD 2040 COMPREHENSIVE PLAN
TO THE
METROPOLITAN COUNCIL**

WHEREAS, Minnesota Statutes section 473.864 requires each local governmental unit to review and, if necessary, amend its entire comprehensive plan at least once every ten years to ensure its comprehensive plan conforms to metropolitan system plans; and

WHEREAS, Minnesota Statutes sections 473.858 and 473.864 require local governmental units to complete their “decennial” reviews by December 31, 2018; and

WHEREAS, the City Council, Planning Commission, and City Staff have prepared a proposed Comprehensive Plan intended to meet the requirements of the Metropolitan Land Planning Act and Metropolitan Council guidelines and procedures; and

WHEREAS, pursuant to Minnesota Statutes section 473.858, the proposed Comprehensive Plan was submitted to adjacent governmental units and affected special districts and school districts for review and comment on May 9, 2018, and the statutory six-month review and comment period has elapsed; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its October 22, 2018 meeting, and recommended approval of the 2040 Comprehensive Plan; and

WHEREAS, the City Council has reviewed the 2040 Comprehensive Plan and all public comments and comments from adjacent jurisdictions and affected districts; and thereafter submitted

WHEREAS, Minnesota Statutes section 473.858 requires a local governmental unit to submit its proposed comprehensive plan to the Metropolitan Council following recommendation by the planning commission and after consideration but before final approval by the governing body of the local governmental unit.

WHEREAS, based on its review of the 2040 Comprehensive Plan and Planning Commission and staff recommendations, the City Council is ready to submit its proposed plan to the Metropolitan Council for review pursuant to Minnesota Statutes section 473.864; and

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

1. The Asst. Community Development Director is directed to distribute said Comprehensive Plan to the Metropolitan Council by December 31, 2018 pursuant to Minnesota Statutes section 473.864.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



July 27, 2018

Three Rivers
Park District
Board of
Commissioners

Melissa Poehlman, AICP
Asst. Community Development Director
6700 Portland Avenue
Richfield, MN 55423

Penny Steele
District 1

RE: City of Richfield, 2040 Comprehensive Plan Update

Dear Melissa:

Jennifer DeJournett
District 2

Three Rivers Park District (Park District) submits the following comments regarding your 2040 Comprehensive Plan. If you have further questions or comments, please contact Ann Rexine, Principal Planner at ann.rexine@threeriversparks.org or by phone at 763-694-1103.

Daniel Freeman
Vice Chair
District 3

John Gunyou
Chair
District 4

Text revisions requested. Please adjust the following text to read: <ul style="list-style-type: none">• "The Nine Mile Creek Regional Trail is part of the Three Rivers Park District's Plan system, to provide providing a 15 mile trail..."• Segments in Richfield, and Hopkins and Edina are complete (4.9 miles), and portions of the Edina segment will open in early 2018.	Page 72
Map revisions requested (Figure 7-1). This map appears to have been a previous iteration of Figure 7-6 on page 81. The below comments are for Figure 7.1, however perhaps a simple date or title indicating that this map has been updated might clear confusion. <ul style="list-style-type: none">• The existence of Nine Mile Creek Regional Trail (labeled as an Off Street Trail) is partly depicted, as it abruptly terminates at 12th Ave. N. – it currently continues south into Bloomington, across 494.• Nokomis-Minnesota River Regional Trail is not depicted and should be shown as an Off Street Trail.	Page 76
Map revisions requested (Figure 7-3). The search corridor depicted as South Hennepin East is incorrectly labeled. It should read " Canadian Pacific Rail Regional Trail ." The Park District has attached a map (Map A) with the correct labeling, should you determine that it is useful for your planning purposes.	Page 77

John Gibbs
District 5

Steven Antolak
Appointed
At Large

Gene Kay
Appointed
At Large

Boe Carlson
Superintendent

<p>Text revisions requested.</p> <ul style="list-style-type: none"> • Please revise the text to read, "Nokomis-MN River <u>Regional</u> Trail." Abbreviating Minnesota to MN is acceptable. • "The City also recognizes the Intercity <u>Nokomis-Minnesota River</u> Regional Trail. This is a planned regional trail that is not yet open to the public <u>travels 7 miles</u> through Minneapolis, Richfield and Bloomington..." 	<p>Page 82</p>
<p>Map revisions requested (Figure 7-11).</p> <p>The legend should read, "Richfield Parkway (Intercity <u>Nokomis-Minnesota River</u> Regional Trail Route)."</p>	<p>Page 93</p>
<p>Text revisions requested.</p> <p>Please adjust the following text to read:</p> <p>"Regional parks that are in close proximity....Hyland-Bush-Anderson Lakes Regional Park <u>Reserve</u>..."</p>	<p>Page 93</p>

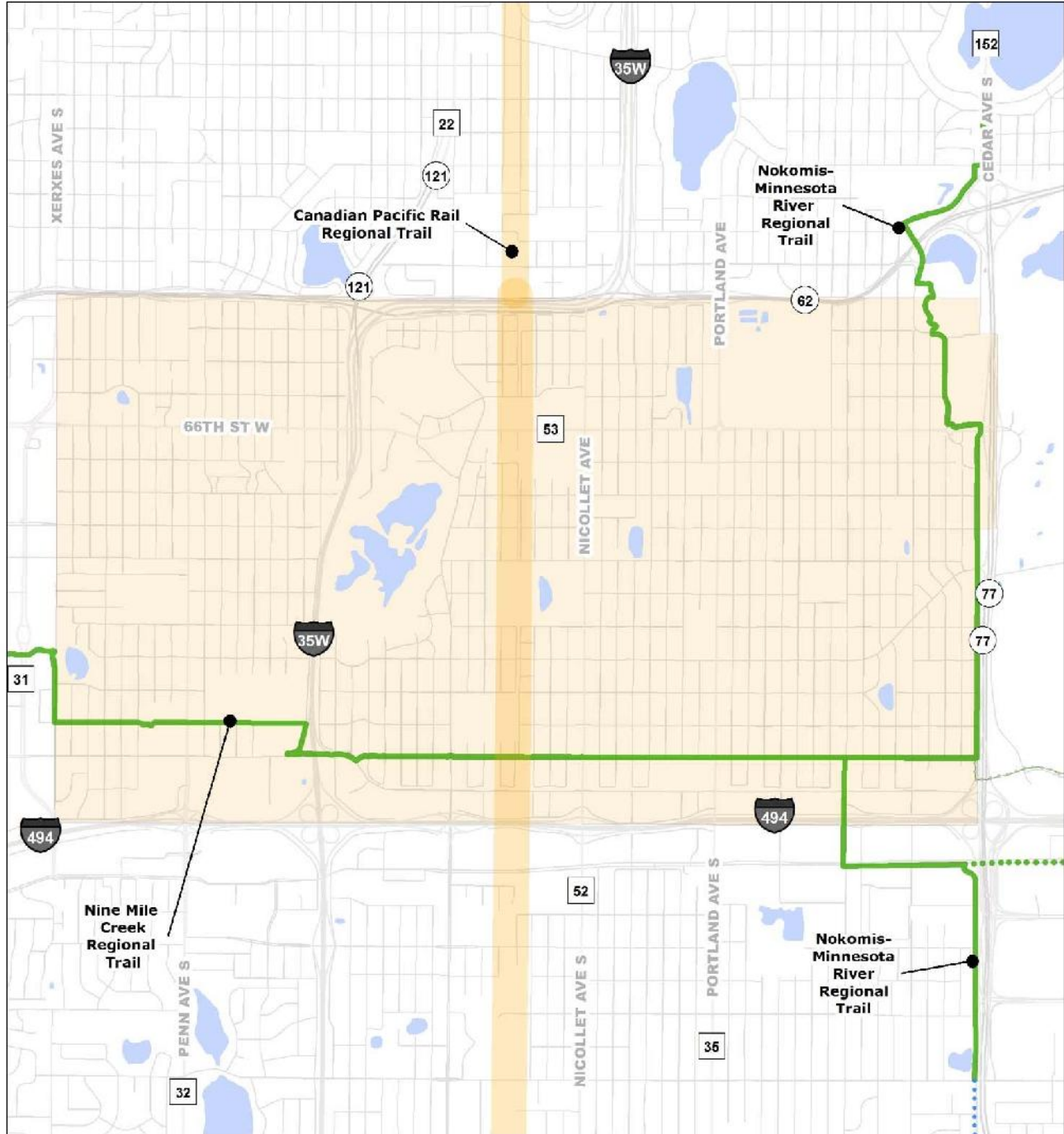
Enclosed: Map A—Three Rivers Park District 2040 Facilities Proposed, Richfield

CC: File
Metropolitan Council, Michael Larson
Danny McCullough, Park District Regional Trails System Manager

MAP A

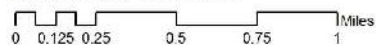
City of Richfield

Three Rivers Park District Facilities - 2040 Proposed



FOR PLANNING PURPOSES ONLY

Map prepared by Three Rivers Park District
Planning Department - AR July 27, 2013



- Existing Regional Trails
- ... Planned Regional Trails
- Regional Trail Search Corridor



Melissa Poehlman

From: Scheffing, Karen (DOT) <karen.scheffing@state.mn.us>
Sent: Tuesday, May 29, 2018 10:35 AM
To: Melissa Poehlman
Subject: CPA18-024 City of Richfield 2040 Comp plan

Melissa

Thank you for the opportunity to review the City of Richfield's 2040 come plan update. MnDOT has reviewed this document and has no comments. Please contact me if you have any questions regarding this review.

Thanks
Karen

Karen Scheffing
Principal Planner
1500 W County Road B2
Roseville MN 55113
651-234-7784

June 15, 2018

Melissa Poehlman, Assistant Community Development Director
City of Richfield
6700 Portland Avenue S.
Richfield, MN 55423

RE: Preliminary Review of the City of Richfield 2040 Comprehensive Plan Update
Metropolitan Council District 5
Metropolitan Council Review File No. 21949-9

Dear Ms. Poehman:

Metropolitan Council staff have reviewed the preliminary draft of the City of Richfield's 2040 Comprehensive Plan (Plan), received on May 9, 2018. In the preliminary review, staff focused on whether the Plan appeared to be complete and contained any major system issues or policy conflicts. Time did not permit as thorough a review as will occur when the Plan is officially submitted for Council review. A more detailed review may reveal other important matters that were not identified during this preliminary review.

The review letter identifies preliminary review areas that appear to have potential policy concerns, areas of the Plan that are complete for review, and areas that are incomplete for review.

When addressing the matters in this letter, City staff are advised to refer to the City's Checklist of Minimum Requirements in the Community pages of the online Local Planning Handbook and the City's System Statement:

City of Richfield's Checklist of Minimum Requirements:
https://metro council.org/Handbook/Files/Checklist/02396362_Richfield_Checklist.aspx

City of Richfield's Community Page:
https://metro council.org/Communities/Planning/Local-Planning-Assistance/System-Statements/System-Statements/02396362_Richfield_2015SS.aspx

City of Richfield's System Statement:
https://metro council.org/Communities/Planning/Local-Planning-Assistance/System-Statements/System-Statements/02396362_Richfield_2015SS.aspx

The preliminary review process found the following sections **complete for review** and did not identify any major system issues or policy conflicts: Parks, Solar Access, Community Wastewater Treatment, SSTS, and Aggregate Resources. Additional advisory comments are included below.

Parks (Michael Larson, 651-602-1407)

The Plan is complete for Parks. Staff offer the following advisory comment for your consideration.

Advisory Comment

The Plan maps the location of the existing regional trails as well as discusses the South Hennepin East Regional Trail Search Corridor. However, this content falls in Chapter 7: Transportation. There are no equivalent references in the Chapter 8: Parks System Plan. Although there are no regional parks, existing or planned, within the City, one of the primary objectives for the regional trail system is to connect the regional parks. Please consider providing that context.

The Plan includes an out-of-date reference on Page 82 to the Intercity Regional Trail (now Nokomis-Minnesota River Regional Trail) being a planned trail not yet open to the public.

The Parks section should discuss the ongoing intention of the City to coordinate with Three Rivers Park District to relocate the Nokomis-Minnesota Regional Trail along Richfield Parkway. This is shown in the map image on Page 93, which also incorrectly refers to the Intercity Regional Trail Route. Please refer to advisory comments that the Metropolitan Council has provided the City with previous reviews of the Cedar Avenue Corridor Plan and its subsequent update.

Solar Access Protection & Development *(Cameran Bailey, 651-602-1212)*

The Plan is **complete** and **consistent** with statutory requirements (Minn. Stat. 473.859. Subd. 2; Section 103B.235) and Council policy regarding planning for the protection and development of access to direct sunlight for solar energy systems as required by the Metropolitan Land Planning Act (MLPA).

Advisory Comments

Council staff suggests that the City complete a comparative analysis between its already-completed Xcel Energy Profile Report and its Solar Calculations. By doing so, the City may strategically match and maximize its solar generation potential with its community's energy use. For example, according to these two data sets, if the City of Richfield realized only half of its rooftop solar generation potential, it could offset 144% of its Commercial Sector's Energy Consumption, 79% of its Industrial Sector's Energy Consumption, 70% of its Residential Sector's Energy Consumption, or 29% of the City's overall energy consumption.

Council staff also recommend enrolling in the following cost-free technical assistance programs, which are designed for local governments, as additional "solar strategies" in your Plan:

- U.S. Dept. of Energy's SolSmart Program - Solar Permitting, Planning, and Development
- MN GreenStep Cities Program – Sustainability Best Practices
- Xcel Energy's Partners in Energy Program – Energy Action Plan Development

The following sections of the Plan are considered **incomplete**. Changes in the Plan are needed before the Plan is submitted to the Council for formal review.

Surface Water Management *(Jim Larsen, 651-602-1159)*

The Plan is incomplete for review based on the requirement for inclusion of the City's Local Surface Water Management Plan (LSWMP). Richfield lies within the oversight boundaries of the Nine Mile Creek and Minnehaha Creek Watershed Districts, and the Richfield Bloomington Watershed Management Organization. The Plan indicates that the City prepared a LSWMP in 2018, but the LSWMP was not included in this submission. Council staff understand that the City will be submitting the LSWMP to the watersheds and to the Council for review in the near future.

Advisory Comments

Council staff requests that the City notify the Council of the dates the Watershed Districts approve the LSWMP, and the date the City adopts the LSWMP, when those dates are available. Additionally, the finalized LSWMP be included as part of the formal Plan submittal, either as a free-standing chapter or an appendix.

Forecasts (Todd Graham, 651-602-1322)

The Plan is **incomplete** for review for forecasts. To be complete the Plan will need to address the following items:

The Council requires some measure of employment-bearing land use intensity. Acceptable measurements of intensity include Floor Area Ratio (FAR) or building footprint coverage. Please refer to the following resource on the Local Planning Handbook:

Measuring Employment

<https://metro council.org/Handbook/Files/Resources/Fact-Sheet/ECONOMIC-COMPETITIVENESS/How-to-Measure-Employment-Intensity-and-Capacity.aspx>

Advisory Comments

The Council forecasts expect 1,521 households added in Richfield from 2017-2040. If the City expects all or nearly all identified redevelopment sites to be developed and absorbed, the City could request that the 2030 and 2040 households and population forecasts be revised higher.

Also, Council staff advise that the City request a higher employment forecast for 2020 and 2030. Recent employment growth has pushed employment above 17,200 jobs.

Land Use (Michael Larson, 651-602-1407)

The Plan is **incomplete** for land use. To be complete, the Plan will need to address the following items.

The Plan does not provide a breakdown of land use change by decade. Planning work done in support of the TAZ allocation table in the Plan could inform this work. Please also see related comments regarding land supply for affordable housing.

The Update described four contiguous areas in the City that are guided as Mixed Use. Each of these areas have distinct density ranges and percentage estimates for residential. The description for Lyndale & 66th Street, however, describes two different density ranges: 50-100 dwelling units per acre (du/acre) and 25-50 du/acre. It appears that the intent is to create a transition in density from the center to the perimeter of the district. In Table 5-4, New Density Calculation, the table uses the minimum density of 50 du/acre for the Lyndale & 66th Street district. The narrative and calculations should be consistent in their methodology in use of minimum density. The Plan could utilize the lower end of the range (i.e., 25 du/acre). Alternatively, the Plan could provide a further geographic breakdown of the district. Any changes in this methodology should also be reflected in the Housing Chapter.

The Plan also does not address specific planning responsibilities and density requirements requirements related to regional transitways. The City includes two station areas along the METRO Orange Line: 66th Street and 76th Street. The City also includes alignment of the future D-Line Arterial Bus Rapid Transit. The Plan mentions coordinating with partners in station area planning, but does not provide further detail about the nature or timing of local planning responsibilities. The City should refer to the following two fact sheets in the Local Planning Handbook for further information:

Transitway Station Guidance

<https://metro council.org/Handbook/Files/Resources/Fact-Sheet/TRANSPORTATION/Transitway-Station-Guidance.aspx>

Transit Density and Activity Near Transit

<https://metro council.org/Handbook/Files/Resources/Fact-Sheet/LAND-USE/Density-and-Activity-Near-Transit.aspx>

Advisory Comments

The Plan discusses previous planning efforts and how they have informed the comprehensive plan update. However, these small area plans are not specifically incorporated into the Plan. Ordinarily, these small area plans provide more refined level of planning detail in a manner that is consistent with the comprehensive plan. However, since they have been prepared in the past, you may wish to consider discussing scenarios where a conflict might arise between the two (i.e., that the comprehensive plan prevails). Furthermore, you may wish to discuss how these small area plans could be (further) revised, as the Cedar Avenue Corridor Plan has been.

Please note that the legend for Figure 5-2: Future Land Use on page 48 is partially cut off.

Housing (Tara Beard, 651-602-1051)

The Plan is **incomplete** for housing and **inconsistent** with elements of regional housing policy. To be complete and/or consistent, the Plan will need to address the following items:

Land guided to address the City's allocation of affordable housing need for 2021-2030 is not sufficiently described for review. The Plan needs to include a staging table indicating which of the acres meant to address the need (specifically High Density Residential and Mixed Use) are expected to develop between 2021 and 2030. This is the decade that the allocation number is addressing, and so the anticipated timing of (re)development must reflect that decade as well. Council staff recommend modifying Table 6-16 so that developable acres are separated by decade.

One tool described to address housing needs does not adequately specify when and why the City would consider its use. Please provide more context around why and when the City would consider using TIF to support housing needs and specify what types of needs (perhaps referring back to the policies on p. 38).

Some widely used tools to address housing needs are not included. To be consistent, tools must be acknowledged, and the Plan should state if, and if so when and why, it would consider using them to address housing needs:

- Tax abatement
- Housing bond issuance
- Support or direct application to specific resources within the Consolidated RFP put out by Minnesota Housing
- Site assembly, including partnering with the Land Bank Twin Cities
- Livable Communities Act programs
- A Fair Housing policy (see advisory comments for more information)
- Protection/support for the 40 manufactured homes in Richfield, as they are an important and vulnerable source of affordable housing. Rehabilitation resources, conversion to a co-operative (if not one already), local notice-of-sale or first-look provisions could be considered.

- Use of (if a direct entitlement) or application of (if a subrecipient) federal CDBG and HOME funds
- The exploration or stated support of the development of a Community Land Trust model to address affordable homeownership needs
- Preservation of naturally occurring subsidized housing tools such as 4(d) tax incentives (also known as LIRC), partnership with Greater Minnesota Housing's NOAH Impact fund, and MN Housings preservation resources.

Furthermore, to be consistent, all housing tools described will be linked clearly and consistently to stated housing needs.

Advisory Comments

Council staff recommend reconsidering prioritizing affordable housing near transit (p. 38). Our data show that more than 60% of households earning just 30% AMI or less still use a personal vehicle as their primary source of transportation. While affordable housing should certainly be encouraged near transit, prioritizing that location over others can lead to unintended exclusionary outcomes.

Council staff commends the City's apartment remodeling program (p. 67). Requiring income-restricted affordability of any amount/sort for participants of the program would be a logical connection between tool and identified need. If that is the intention, the Plan should state that clearly.

The Council will require a local Fair Housing policy as a requirements to draw upon Livable Communities Act (LCA) awards beginning in 2019. Local Fair Housing policies do not mean that City's should or can manage or administer Fair Housing complaints. A local fair housing policy rather ensures the City is aware of fair housing requirements with regard to housing decisions and provides sufficient resources to educate and refer residents who feel their fair housing rights have been violated. This can be as simple as having links to resources on the City's website. To learn more, and review a template local fair housing policy developed with Council funding, please review the following resources:

PlanIt Webinar: Implementing A Local Fair Housing Policy

<https://www.youtube.com/watch?v=38JY4pNGnZ8&feature=youtu.be>

Fair Housing Policy Guide Best Practices

<https://metro council.org/Handbook/PlanIt/Files/Webinar-Fair-Housing-Handout2.aspx>

Model Fair Housing Policy Template

<https://metro council.org/Handbook/Training/Webinars.aspx>

(Click Handout 1 under Implementing A Local Fair Housing Policy at bottom of page).

Council staff strongly encourage the City to consider an independent mixed-income housing policy. Statements on page 69 of the Plan are a good start; mixed-income incentives/requirements, however, are nuanced and should be developed in detail to be effective. For example, the policy could discuss whether the City would consider a lesser percentage of affordable units in exchange for local funding if the units were more deeply affordable. Other considerations include large-family units, regulatory triggers for affordability, and converting Housing Choice Vouchers to Project Based Vouchers.

Sophisticated mixed income policies have been adopted by St. Louis Park, Golden Valley, Brooklyn Park, Edina and others. For a high level planning document like a comprehensive

plan, Council staff recommend simply acknowledging this tool and committing to explore it in detail for an independent policy adoption. The adoption of an independent policy can get into the details of plan implementation and would be administratively simpler to modify than a comprehensive plan if changes are needed.

Council staff strongly encourage the consideration of an Accessory Dwelling Unit policy and certain tenants rights policies as intentional actions for the City in the Plan's Implementation program.

Transportation (*Russ Owen, 651-602-1739*)

The Plan is **incomplete** for Transportation. To be complete the Plan will need to address the following items.

Transportation Analysis Zones – 2040 Traffic Forecasts

The Plan does not include a map of the forecasted 2040 volumes. However, there is a placeholder for this map and it is stated within the text that the City is waiting for results from the Hennepin County activity-based model. This map will need to be included in the final plan to fulfill this requirement.

Roadways

The City's plan currently does not include a map and/or table depicting the existing and future number of lanes on Principal and A-Minor arterials within the City. Please include this in the final plan.

The Plan must identify future rights-of-way on the Principal and A-Minor Arterial networks that need to be preserved. In order to fulfill this requirement, the City should either identify specific rights-of-way that will be preserved or include a statement noting that the City has no right-of-way locations that need to be preserved at this time.

Future MnPASS lanes are not addressed in the current iteration of this Plan, though the Plan acknowledges that the "findings of (a feasibility assessment) were not available during the development of this Plan." Given the recent announcement that I-494 MnPASS lanes are planned in Richfield and funded by Corridors of Commerce, the final Plan should include identification and discussion of this project.

As the City is proposing a change to the A-Minor Arterial system (Richfield Parkway) a request must formally be submitted to the Transportation Advisory Board (TAB) for their review. The Plan should discuss this. The TAB's approval must be secured prior to reflecting the new classification in the City's Plan. This process is outlined in the Local Planning Handbook.

Advisory Comments

Council staff recommend incorporating a map that depicts changes to the functional classification. This would ensure the Council's functional classification map accurately reflects any proposed changes.

Council staff recommend including a list and summary of all recent corridor studies that address roadway improvements.

Transit

The Plan needs to discuss and map high-frequency transit service as well as Transit Advantages.

The Plan needs to include a discussion on possible Transit Link service within the City.

Figure 7.7 and accompanying text should distinguish between planned (or Current Revenue Scenario) and potential (or Increased Revenue Scenario) transitways. Nicollet Avenue and the American Boulevard Arterial Bus Rapid Transit are part of the Increased Revenue Scenario.

Advisory Comments

Please adjust the language on page 39 regarding park-and-ride lots to ensure consistency with existing policies and best practices. Current regional strategies including constructing park-and-ride facilities in areas which can handle larger capacities, as opposed to small lots. Lots are also generally designed for high-frequency service and located in areas adjacent to major highways. The City may consider adjusting the existing language to note that Richfield will work with Metro Transit on ways to encourage transit ridership and determine methods to support high-frequency, limited stop service for residents to access key employment centers.

Under the Metro Transit section on page 84, please change language from “including limited service, non-stop service to/from downtown Minneapolis or St. Paul....” to “including limited stop or non-stop service to/from downtown Minneapolis.” There is no direct service to St. Paul.

Please omit the reference on page 84 to transit service on I-494, as there is no transit service directly on I-494.

Figure 7.7 depicts a bus route east of 35W and west of Lyndale that serves Colfax Avenue S, looping back to 77th Street. This “loop” is a flex route, not a fixed route. To avoid confusion, please eliminate this from the map.

As a community within Transit Market Area II, we encourage the City to more proactively discuss areas within the community where transit could play a stronger role based on observed or planned land uses. While the Plan does speak to future transitways, this discussion could be broader in scope by more directly discussing higher-density land use and transit-oriented development. Please see related comments under Land Use.

Bicycling and Walking

The following are advisory comments regarding bicycling and walking.

Please consider making the following changes with regard to the Regional Bicycle Transportation Network (RBTN) and Regional Trails:

- Modify the title of Figure 7-2 to “RBTN Alignments and Corridors” (or an alternative that reflects the map’s incorporation of elements other than RBTN corridors).
- Combine elements of Figure 7-2 with those of Figure 7-6. This will better illustrate how existing and planned facilities directly relate to RBTN elements.

Please consider making the following changes on Page 82 regarding the RBTN:

- Refer to the specific RBTN elements that have been identified within the City as “alignments.” This assists in differentiating between RBTN corridors and alignments.
- Reconsider the placement and context for the “Regional Trail Search Corridors” section to ensure these are not misconstrued as RBTN corridors. As currently written, the reader might confuse these with the RBTN corridors. Please see related comments under Parks.

- Update the text to reflect that the Intercity Regional Trail is now open to the public and now named the Nokomis-Minnesota Regional Trail.

Aviation

Council staff commends the City for addressing noise exposure and mitigation. The Plan also needs to address many of the other elements required for communities impacted by an airport, including the following:

- A map of existing facilities that may serve as obstructions to air travel/navigation, if applicable.
- A map of MSP airport location in proximity to Richfield, including existing and future airport boundaries, land access locations, and runways.
- A description of existing and future functional and operational characteristics of MSP as it affects the City of Richfield.

Freight

The Plan must include available data and associated mapping of volumes of multi-axle trucks (HCAADT) for Principal and Minor Arterials. If data for a particular roadway is not available, the Plan can note this.

On Figure 7-13, the map should include any major truck generators (e.g. warehouses, distribution centers, retail centers, etc). This could also include depictions of truck/air freight transload areas at MSP that are adjacent to Richfield.

The Plan should include a discussion of any local roadway issues or problem areas which may affect the efficient movement of freight.

Advisory Comments

Page 99 includes a discussion of the possibility of using a freight rail corridor as a bicycled/pedestrian corridor. This may be more appropriate to include in the Pedestrians and Bicyclists section of Chapter 7.

Please consider replacing the map in Figure 7-14 with a map specific to Richfield. This map is difficult to read at this scale.

The City may find it valuable to develop a map that incorporates the detail regarding freight corridors on page 99 with the mapping of Figure 7-13.

Wastewater (Roger Janzig, 651-602-1119)

The Plan is **incomplete** for wastewater. To be complete, the Plan will need to address the following items:

- Table that details adopted community sewer forecasts in 10-year increments to 2040 for both Households and Employment.
 - This should be broken down by areas served by the Metropolitan Disposal System.
- An electronic map or maps (GIS shape files or equivalent) showing the following information:
 - Existing sanitary sewer system.
 - Lift stations.
 - Existing connections points to the metropolitan disposal system.
 - Future connection points for new growth if needed.

- Local sewer service districts by connection point.
 - Intercommunity connections.
- Copy of intercommunity service agreements entered into with an adjoining community after December 31, 2008, including a map of areas covered by the agreement.
- Table or tables that provide the following local system information:
 - Capacity and design flows for existing trunk sewers and lift stations.
 - Assignment of 2040 growth forecasts by Metropolitan interceptor facility.
- Define your community's goals, policies, and strategies for preventing and reducing excessive inflow and infiltration (I/I) in the local municipal (city) and private (private property) sanitary sewer systems.
 - Include a summary of activities or programs intended to mitigate I/I from **both** public and private property sources.
- Describe the requirements and standards in your community for minimizing inflow and infiltration.
 - Include a copy of the local ordinance or resolution that prohibits discharge from sump pumps, foundation drains, and/or rain leaders to the sanitary sewer system.
 - Include a copy of the local ordinance or resolution requiring the disconnection of existing foundation drains, sump pumps, and roof leaders from the sanitary sewer system.
- Describe the sources, extent, and significance of existing inflow and infiltration in **both** the municipal and private sewer systems.
 - Include a description of the existing sources of I/I in the municipal and private sewer infrastructure.
 - Include a summary of the extent of the systems that contributes to I/I such as locations, quantities of piping or manholes, quantity of service laterals, or other measures. If an analysis has not been completed, include a schedule and scope of future system analysis.
 - Include a breakdown of residential housing stock age within the community into pre- and post- 1970 era, and what percentage of pre-1970 era private services have been evaluated for I/I susceptibility and repair.
 - Include the measured or estimated amount of clearwater flow generated from the public municipal and private sewer systems.
 - Include a cost summary for remediating the I/I sources identified in the community. If previous I/I mitigation work has occurred in the community, include a summary of flow reductions and investments completed. If costs for mitigating I/I have not been analyzed, include the anticipated wastewater service rates or other costs attributed to inflow and infiltration.
- Describe the implementation plan for preventing and eliminating excessive inflow and infiltration from entering **both** the municipal and private sewer systems.
 - Include the strategy for implementing projects, activities, or programs planned to mitigate excessive I/I from entering the municipal and private sewer systems.
 - Include a list of priorities for I/I mitigation projects based on flow reduction, budget, schedule, or other criteria.
 - Include a schedule and the related financial mechanisms planned or needed to implement the I/I mitigation strategy.
- For new trunk sewer systems that require connection to the Metropolitan Disposal System:
 - A table that details the proposed time schedule for the construction of the new trunk sewer system.
 - Type and capacity of the treatment facilities, whether municipally or privately owned.
 - Copies of the associated National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.

Water Supply (*Lanya Ross, 651-602-1803*)

The Plan is **incomplete** for Water Supply. To be complete for review, the Plan needs to incorporate a Water Supply Plan. The City should complete all information in the DNR and Metropolitan Council water supply plan template. The City must submit this information through the MnDNR Permit and Reporting System (MPARS).

Implementation (*Michael Larson, 651-602-1407*)

The Plan is **incomplete** for Implementation. To be complete, the Plan needs to address the following items detailed below.

Capital Improvement Program (CIP)

The Plan mentions that a CIP is included in Appendix D, but no appendices are included. When the Plan is formally submitted, it should include an overall CIP, or CIP summary, that identifies major capital investments over five years for each of the areas of transportation, sewers, parks and open space, and water supply facilities. As relevant, the Plan should specify the timing and sequencing of these public investments. If any of these planning areas do not have needs for capital investment, the CIP should state as such.

Advisory Comments

The Plan discusses that it may be “advisable” to move toward zoning controls that are more “building- or form-based.” Council staff support modernization of zoning codes that create more certainty for development outcomes and encourage the City to undertake this effort. The Plan should, however, identify when the City would resolve the need for this and when these changes would occur.

If you have any questions or need further information regarding the comments in this letter, please contact Michael Larson, Principal Reviewer, at 651-602-1407.

Sincerely,



Lisa Beth Barajas, Director
Community Development Division

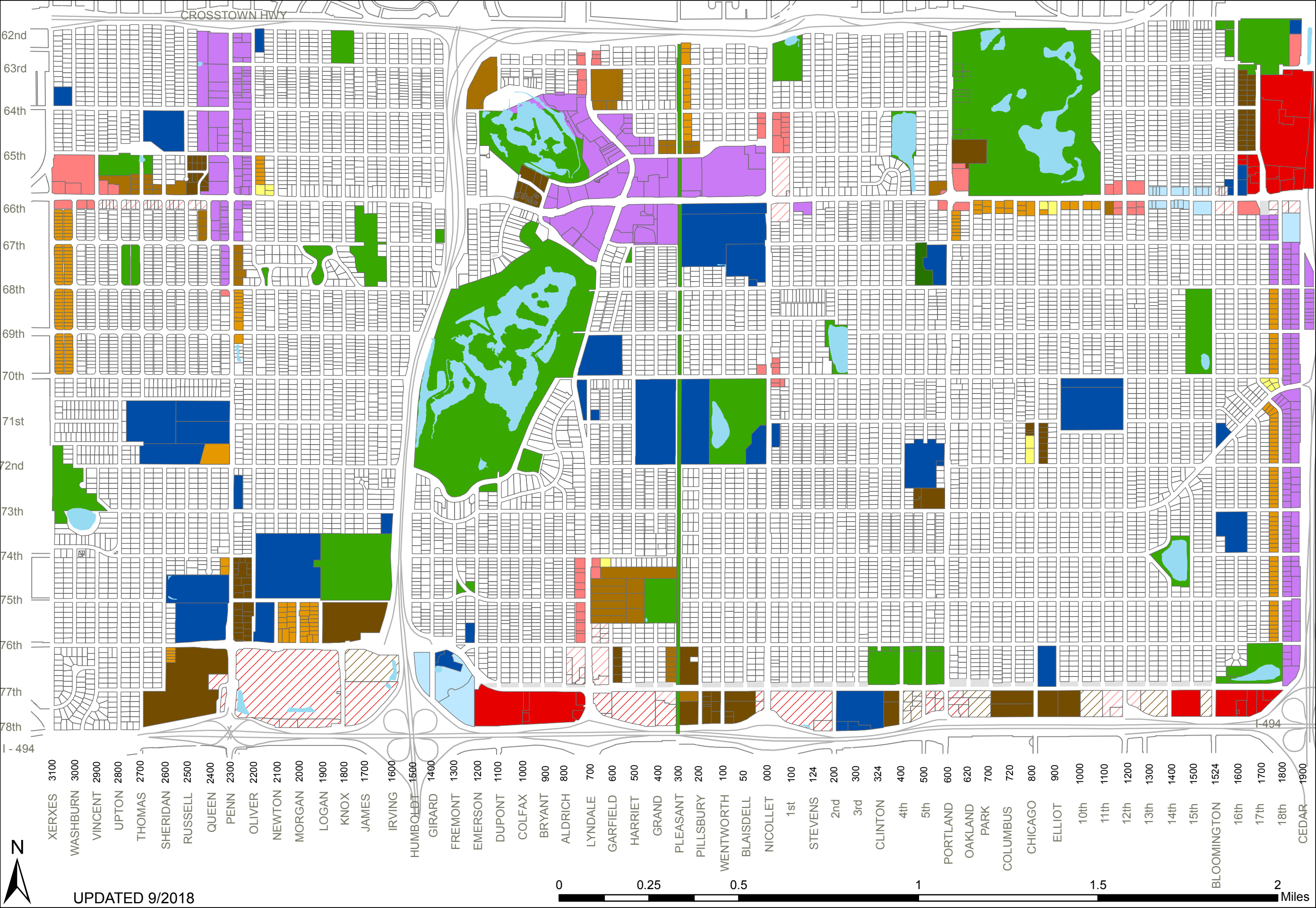
CC: Steve Elkins, Metropolitan Council District 5
Michael Larson, AICP, Sector Representative / Principal Reviewer
Raya Esmaeili, Reviews Coordinator

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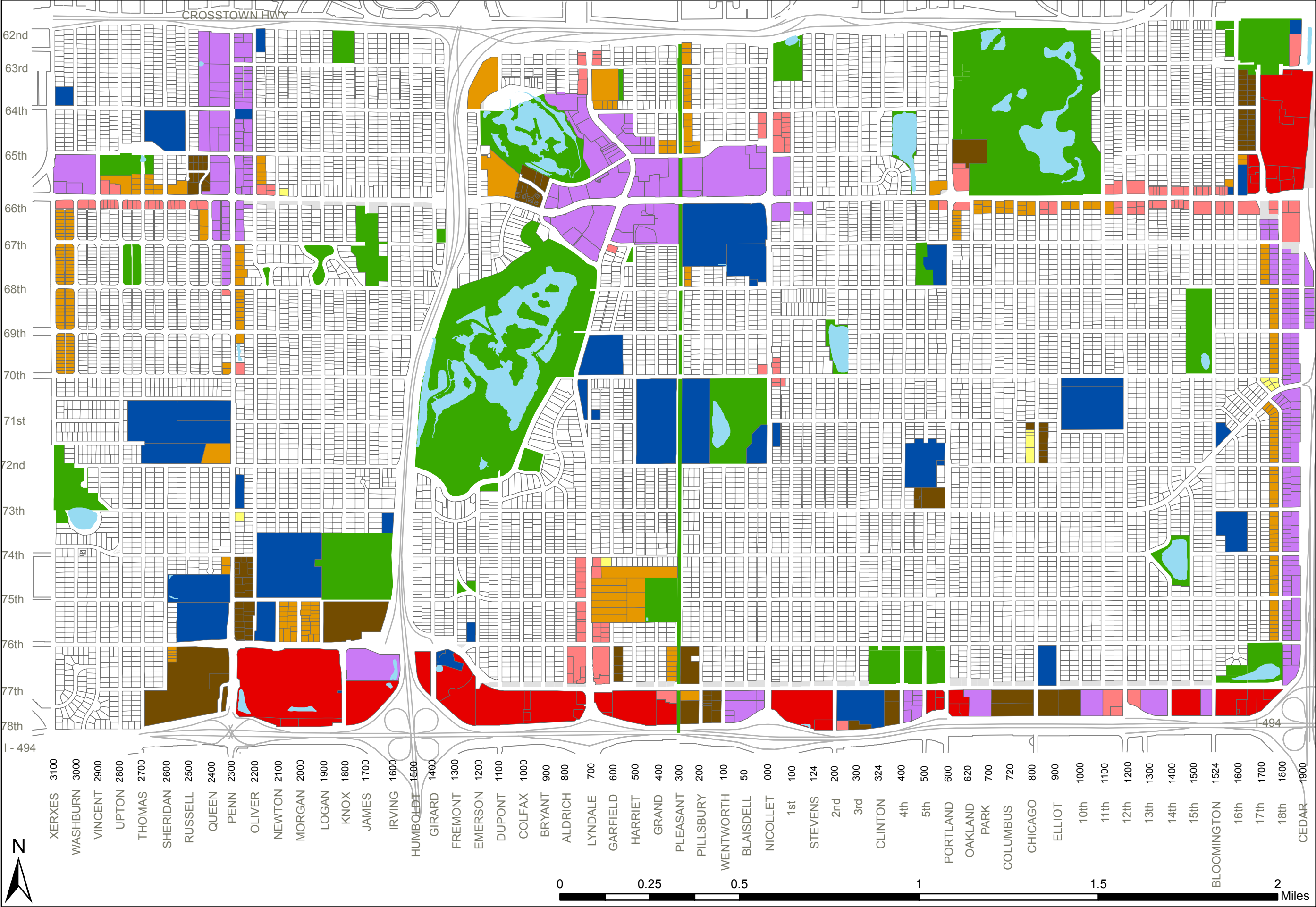
2030 Comprehensive Plan - Planned Land Use



- 2030 Planned Land Use**
- Regional Commercial
 - Regional Commercial/Office
 - Community Commercial
 - Community Commercial/Office
 - Neighborhood Commercial
 - Office
 - High Density Residential
 - High Density Residential/Office
 - Medium-High Density Residential
 - Medium Density Residential
 - Low Density Residential
 - Mixed Use
 - Park
 - Public
 - Quasi-Public
 - School / QP
 - Church / QP
 - ROW



2040 Comprehensive Plan - Planned Land Use (Proposed)



2040 Planned Land Use

- Mixed Use
- Regional Commercial
- Community Commercial
- Neighborhood Commercial
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Park
- Quasi-Public
- Right-of-Way (ROW)



STAFF REPORT NO. 207
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Mary Tietjen, City Attorney

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
11/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
11/5/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution increasing the Richfield Tourism Promotion Board (RTPB) from five to seven director positions and authorizing the RTPB and city staff to make recommendations to the Council for future appointments to the Board.

EXECUTIVE SUMMARY:

In 1990, the City of Richfield adopted Section 1400 of the City Code to levy a 3% tax on the gross receipts of lodging from Richfield hotels and motels pursuant to Minnesota Statutes Section 469.190. Section 469.190 authorizes the proceeds from the lodging tax to fund a Tourism Promotion Board for the purposes of marketing and promoting the City. The original bylaws and articles of incorporation of the RTPB appointed three directors to head the RTPB, which included representatives of the Richfield Chamber of Commerce, and two local hotels/motels.

In 2001, recognizing that lodging facilities had increased significantly, the City Council took action to increase the number of directors on the RTPB from three to five. The increase added an "At-Large" member and an additional lodging facility representative. The RTPB amended its bylaws accordingly.

Today, with the City's gaining popularity and momentum with development and housing projects, its tourism and promotion needs are changing and growing. The Council believes it would be beneficial to again increase the number of directors on the RTPB to create additional diversity and new perspectives on ways to promote and advertise the City of Richfield. If passed, the Council's action would add two additional "At-Large" members to the RTPB. With that change, the Board positions would include three lodging establishment representatives; one Chamber of Commerce representative; and, three "At-Large" representatives who shall be appointed from a variety of backgrounds, including for example, restaurant, entertainment or other appropriate commercial enterprises in the City.

The current Board members are:

1. Raj Bhakta – Baymont (formerly Americinn) – term expires on December 31, 2018
2. Whitney Bain – Candlewood – term expires December 31, 2018
3. Kristen Lindquist – Four Points by Sheraton – term expires December 31, 2018
4. Gordon Vizecky – Chamber of Commerce – term expires December 31, 2019
5. At Large – vacant

The RTPB recently amended its bylaws to increase the Board to seven directors. The Council wishes to authorize the RTPB and City staff to identify individuals to fill the current vacancy, as well as the new director positions, and return to the Council with recommendations for the future appointments.

RECOMMENDED ACTION:

By motion: Adopt a resolution increasing the Richfield Tourism Promotion Board (RTPB) from five to seven director positions and authorizing the RTPB and city staff to make recommendations to the Council for future appointments to the Board.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Provided in Executive Summary.

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

- The RTPB is governed by its bylaws and articles of incorporation.
- The Council makes appointments to the RTPB.
- Richfield's growth and development boon has created a need to enlarge the membership of the RTPB to explore expanded marketing and promotion activities within the City.
- An expanded cross-section of representation will bring a greater marketing awareness and creativity in promoting tourism in the Richfield.

C. CRITICAL TIMING ISSUES:

- Although there is no specific time issue regarding this change, there is a need to enlarge the board to expand representation.
- Given City Manager Devich's history with the RTPB, he is best suited to advise the Council concerning this change prior to his upcoming retirement.

D. FINANCIAL IMPACT:

- There are no financial implications as RTPB Directors serve without compensation.
- The RTPB generates adequate funding through the 3% lodging tax to fund its activities. There is no property tax levy impact.

E. LEGAL CONSIDERATION:

- The City Council has the legal authority to increase the number of Directors on the RTPB and to authorize the process for appointments to the Board.

ALTERNATIVE RECOMMENDATION(S):

- Not increase the number of RTPB director positions.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Gordon Vizecky, RTPB Chair

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO. _____

RESOLUTION INCREASING THE RICHFIELD TOURISM PROMOTION BOARD (RTPB) FROM FIVE TO SEVEN DIRECTOR POSITIONS AND AUTHORIZING THE RTPB AND STAFF TO MAKE RECOMMENDATIONS TO THE COUNCIL FOR FUTURE APPOINTMENTS TO THE BOARD

WHEREAS, the City of Richfield has levied a 3% tax on the gross receipts of lodging from hotels and motels in the City pursuant to Minn. Stat. § 169.190; and

WHEREAS, Minn. Stat. § 169.190 authorizes the proceeds of the tax to fund a Tourism Promotion Board for the purpose of marketing and promoting the City as a tourist or convention center; and

WHEREAS, the articles and bylaws of the RTPB provide the City Council of the City of Richfield with authority to establish a process for appointments of directors to the Board; and

WHEREAS, the Board has recently passed a motion making a change to its bylaws increasing the number of Board directors from five to seven members; and

WHEREAS, the Council wishes to authorize the RTPB and appropriate city staff to identify individuals for possible appointment to the Board and return to the Council with recommendations for future appointments.

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

1. The Board membership is increased from five to seven members;
2. Such membership shall consist of three lodging establishment representatives; one Chamber of Commerce representative; and three “at-large” representatives who shall be appointed from a variety of other backgrounds;
3. Authorize the RTPB and City staff to bring recommendations to the Council for future appointments to the Board.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 208
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Jeff Pearson, City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
11/6/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/7/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a contract with Stonebrooke Engineering, Inc. for design engineering of the 65th Street Reconstruction Project between Grand Avenue and Nicollet Avenue, not to exceed \$348,646 and adoption of a resolution for reimbursement of certain expenditures from the proceeds of street reconstruction bonds to be issued by the City for the 65th Street Reconstruction Project.

EXECUTIVE SUMMARY:

Consistent with City Council direction, the Capital Improvement Plan (CIP), and the City's Comprehensive Plan, staff is working towards the reconstruction of 65th Street between Grand Avenue and Nicollet Avenue.

The current CIP and 5-Year Street Reconstruction Plan identifies the extents of the 65th Street reconstruction as 66th St/Rae Drive and Nicollet Avenue. It was determined through pavement and utility condition assessments that this project could be delayed until 2021; however, potential redevelopment along the segment from Grand Avenue to Nicollet Avenue would necessitate road and utility reconstruction in 2020. Therefore, the project as identified in the CIP is proposed to be divided into two smaller projects with this being the initial reconstruction and the remainder to be completed in a future year.

The detailed design of the roadway and the 65th/Nicollet intersection will be determined through a public engagement process. The project also includes the replacement of City utilities and coordination with future redevelopment along the corridor.

The scope of work also includes an examination of pedestrian crossings along Nicollet Avenue for potential improvements as part of the planned 2020 mill and overlay of the roadway by Hennepin County.

The engineering firm of Stonebrooke Engineering, Inc. submitted a proposal to provide the Preliminary and Final Engineering services for the 65th Street Reconstruction Project in an amount not to exceed \$348,646.

RECOMMENDED ACTION:

By motion: Approve a contract with Stonebrooke Engineering, Inc. for design engineering of the 65th Street Reconstruction Project between Grand Avenue and Nicollet Avenue, not to exceed \$348,646 and adopt a resolution for reimbursement of certain expenditures from the proceeds of street reconstruction bonds to be issued by the City for the 65th Street Reconstruction Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The pavement and underground infrastructure condition along 65th Street continues to deteriorate.
- City staff have identified a need for complete reconstruction of the roadway and utilities in the 65th Street/Rae Drive corridor between 66th Street and Nicollet Avenue.
- Stonebrooke Engineering, Inc. is in the City's Engineering Consultant Pool and is an experienced engineering firm.
- Staff has negotiated a proposed scope of services that is typical and adequate for a project of this scale.

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

- The reconstruction of 65th Street is identified in the City's Capital Improvement Plan and 5-Year Street Reconstruction Plan.
- Council approval is required for expenditures over \$175,000.

C. CRITICAL TIMING ISSUES:

- Staff and the consultant can begin the public input process shortly after the contract is approved.
- The reimbursement resolution is necessary to cover any project costs incurred prior to the sale of bonds.

D. FINANCIAL IMPACT:

- Adoption of the proposed reimbursement resolution provides approval for City staff to incur costs for the 65th Street Reconstruction project.
- Street Reconstruction Bonds are proposed for the full reconstruction project funding.

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Consultant Proposal	Contract/Agreement
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Project Extents	Exhibit



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October 26, 2018

Attn: Jeff Pearson
City of Richfield
1901 East 66th Street
Richfield, MN 55423

RE: 65th Street Improvements Project Scope of Services and Fee Estimate

Dear Mr. Pearson,

Thank you for the opportunity to provide this scope of services and fee estimate for the 65th Street Improvements Project in Richfield.

The City of Richfield has requested that Stonebrooke Engineering provide a scope of services and fee estimate to provide engineering services on this project, to include:

- Project Management
- Public, Agency, and Utility Coordination and Involvement
- Topographic Survey
- Traffic Analysis
- Geotechnical Evaluation
- Preliminary Design
- Final Design
- Optional Task for Roundabout Design at the 65th/Nicollet Intersection

The following provides a brief summary of our understanding of the scope of services for this project.

Task 1 – Project Management

Our project manager, Tyler Newhall, will work in partnership with the key project stakeholders to ensure the most responsible, efficient and cost-effective solutions for this project are achieved. We will be responsible for the preparation of monthly progress reports, coordinating monthly Project Team meetings and associated meeting minutes, invoicing, cost and schedule updates, communication with project personnel, and other non-technical tasks.

In addition to coordination efforts with both City and County staff, Stonebrooke will coordinate with Braun Intertec for geotechnical exploration and reporting. We anticipate the City handling any necessary Right-of-Way acquisition and coordination with impacted property owners.

Task 2 – Public, Agency, and Utility Coordination and Involvement

Stonebrooke Engineering will execute public involvement for the project through the coordination and organization of three public involvement meetings (PIM). Meetings will need to be coordinated with both City of Richfield Staff and the City Transportation Commission. The approximate timing and scope of each meeting is as follows:

- PIM #1, Late Fall 2018. This meeting will be used solely to gather information from the public regarding possible issues or general information in the project area.
- PIM #2, Spring 2019. This meeting will present the layout alternatives along both 65th Street and Nicollet Avenue to obtain feedback from the public. We will answer any questions the public may have and will evaluate any further feedback for consideration as the layouts/design are finalized.
- PIM #3, Summer 2019. This meeting will present the preferred final layout and construction limits to the public.

Our understanding of the key roles related to Public Involvement is as follows:

- Stonebrooke: Attend PIM's, Prepare Layouts/Graphics, Collect Information and Prepare Summary of Meeting.
- City of Richfield: Attend PIM's, Schedule/Reserve Meeting Facility, Prepare Notices, Prepare Mailing Lists and Distribute PIM Notices, Social Media Updates.

Additional meetings/coordination provided by Stonebrooke will be as follows:

PMT Meetings (Assume every other month (8 total)): These meetings will be used to identify and address potential areas of concern, review the project schedule, discuss design details, and coordinate the public involvement meetings. Our team will prepare for these meetings by drafting agendas after consulting with the City and any other stakeholders on issues to be addressed. We will schedule and attend the meetings, present completed work to date, and take and distribute meeting minutes.

Transportation Commission Meetings (Assume 3): We will attend City Transportation Commission Meetings as needed to present project process and answer technical questions.

Other Coordination and Meetings (Railroad, Utility, County and HUB):

We will coordinate and attend meetings with other key project stakeholders during the project process. Assumptions for number of meetings are listed in the cost proposal. We will work closely with City Staff to identify any necessary meetings with these stakeholders and to determine appropriate approach. Close coordination with these stakeholders will be key to ensure the project stays on schedule.

Task 3 – Survey Data

Stonebrooke’s survey team will identify the limits required, perform the necessary topographic survey and existing right-of-way survey, and complete mapping for the project area. We will process this data into an existing conditions map of the topographical features and existing right-of-way. The initial topographic survey will include a gopher state one call request to field locate all existing utility facilities. On 65th Street we plan to perform a full topographic survey of all features on site, whereas on Nicollet Avenue we will survey the curb lines to allow for us to properly layout new lane configurations. If it is determined that 65th Street and Nicollet should be a roundabout, we’ll return to the site to do a full topographic survey north and south of this intersection as needed to accommodate the approach work.

If necessary, we will prepare up to 5 parcel sketches and legal descriptions for impacted properties to aid the City in the Right-of-Way acquisition.

Additionally, we have included a placeholder for ice and snow removal during the topo survey, in case of inclement weather in fall of 2018 that would require additional efforts to obtain survey data.

Task 4 – Traffic Analysis – 65th Street and Nicollet Avenue

The Stonebrooke Engineering Traffic Team will perform traffic analysis for improvements along both 65th Street from Lyndale Avenue to Nicollet Avenue, and on Nicollet Avenue from 66th Street to the I-35W overpass. Key tasks will include:

- **Trip Generation and Future Traffic Projections:** We will meet with the Hub Development to understand their future redevelopment plans. Based on this, we will determine trip generations and project future traffic levels for evaluation. Our team will also work with the City and County to determine future traffic growth along the corridor based on existing planning efforts within the area. We assume that future conditions will be 20 years out but will work with the PMT to determine the exact future year.
- **Traffic Analysis:** Utilizing existing traffic volumes and the projected volumes determined in the task above, we will perform capacity analysis using Synchro/SimTraffic microsimulation software to develop an existing traffic model, along with a future no-build model. The model will include the 65th Street corridor between Lyndale Avenue and Nicollet Avenue, and Nicollet Avenue between 65th Street and 66th Street. This analysis will illustrate the ability of the key intersections and roadway system to accommodate the existing and future traffic volumes. Based on the existing and expected future no-build conditions, we will develop a potential mitigation plan that will evaluate lane configurations, access modifications/needs, intersection configuration, queuing and delay results and pedestrian access needs/options.

- ICE Report: We will complete an intersection control evaluation report for the 65th Street and Nicollet Avenue intersection. This will evaluate both roundabout and traffic signal options and will include the above traffic analysis results and traffic projections.
- Intersection evaluations along Nicollet Avenue to the North of 65th Street will be completed outside of the microsimulation model. Recommendations for lane configurations, ped movements and access modifications will be given based off traffic capacity and safety needs.

Task 5 – Preliminary Design

Stonebrooke Engineering will complete preliminary design of the 65th Street corridor, which will include determination of the proposed construction limits and right-of-way needs. Key tasks included in the preliminary design phase of the project are:

- Initial Concept Layouts: Stonebrooke will complete initial concept layouts for 65th Street from Lyndale to Nicollet, and Nicollet from 66th Street to the I-35W overpass. It is anticipated that this will include conversion of the roadways to either a 3-lane road diet or 2 lanes with full turn lanes at major intersections. Per discussions with the City and County, this will also include evaluation of configurations at the intersection of Nicollet with 62nd, 63rd, and 64th, plus the stretch of Nicollet between 65th and 66th. Intersection/access point improvements will be based on the findings of the traffic analysis along with the results of coordination efforts between the City, Hennepin County and the HUB development. Stonebrooke will provide the final geometrics for these improvements and any vertical design and final plan production along Nicollet would be the responsibility of the County.
- Final Concept Layout for the preferred alternative: After reviewing the layout with City and County Staff, Stonebrooke will make final modifications.
- Preliminary Design of Roadways: Stonebrooke will develop alignments, profiles, and cross sections for approach roadways and the intersection to establish construction limits. It is expected that this task will only take place in the full reconstruction area of the project, which is on 65th Street from Grand to Nicollet (and including the Nicollet intersection).

Task 6 – Drainage Design

Stonebrooke Engineering will provide drainage design and hydraulic analysis in accordance with MnDOT State Aid Standards. We understand that while the project itself likely will not trigger any stormwater treatment requirements, it is expected that our team will need to coordinate with the HUB development on possible stormwater treatment opportunities along the 65th Street corridor. Based on the needs of the development and



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the road corridor, we'll evaluate, propose and analyze various stormwater treatment options. We will then perform a preliminary design of the preferred option and determine costs and construction limits.

Task 7 – Signal Design

Stonebrooke Engineering will provide a final signal design assuming the full reconstruction of the signal system at the 65th and Nicollet intersection. This task would only be needed if the ICE report indicates a signal is the preferred traffic control device at the intersection. If a roundabout is chosen, there would be additional costs as summarized in the Additional Task at the end.

Task 8 – Final Design

Stonebrooke Engineering will provide a final construction plan set for the proposed improvements that is consistent with City of Richfield and MnDOT State Aid standards, procedures and requirements. Specific plan content included in the fee estimate is noted on the attached sheets. We anticipate 3 plan submittals for this project, at the 60%, 90%, and 100% plan stages. The 100% plan will be submitted to MnDOT State Aid and the City/Hennepin County.

We assume, based on conversations with the City and County, that the final construction plan would include improvements on 65th Street from the east side of Lyndale Avenue through the intersection with Nicollet Avenue. The portion of 65th from Lyndale to Grand is assumed to only consist of minor striping improvements and traffic control. It is also assumed that all improvements on Nicollet outside of the 65th Street Intersection will be part of construction plan set developed by Hennepin County.

In addition to the final plan, this task includes quality control review of the plan set, special provisions for construction following the City of Richfield standard format, construction cost estimates (at 90% and 100%), and permitting. We understand that the City will compile the final bid package/project manual based on special provisions provided by Stonebrooke.

Task 9 – Project Submittal/Bidding

Stonebrooke will submit files as necessary to the City for construction staking. We have also included a minor amount of time for bidding assistance to answer questions and address necessary addenda.



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Task 10 – Obtain Permits and Approvals

Stonebrooke will complete and submit permit applications for the NPDES stormwater permit and the Department of Health Watermain Extension permit. We assume that the City will be responsible for finalizing the railroad crossing agreements, however, we do expect to assist with that process including any necessary cost estimates, diagrams and layout, along with ensuring that the railroad proposed design/improvements (if any) will work with the proposed 65th Street improvements.

Additional Task – Roundabout Design at 65th/Nicollet in Lieu of Signal

If the Traffic Analysis indicates the preferred traffic control method at 65th/Nicollet is a roundabout, and the City and County agree to move forward in this direction, an additional task has been included to account for the additional design fee above that of a signalized intersection. This design work would include vertical design of the approaches to the North/South and curb lines, roundabout design checks, additional pavement markings/signing, lighting, topo survey of the approaches to the North and South, and possible construction staging alternatives.

Schedule

Based on discussion with City staff, we understand that the goal is to have a letting date of late January 2020. This will be dependent largely on coordination efforts and decision-making processes with both the HUB development and Hennepin County.

A preliminary proposed schedule is as follows. We anticipate this will change as the project moves forward:

Task	Date
Kickoff Meeting & PIM 1 (information collection)	Mid/Late November 2018
Coordination Efforts with HUB Development and Hennepin County to Narrow/Define Project Scope/Schedule	November 2018 to January 2019
Collect Traffic Data (after 66 th Street work is complete and holidays over)	January – February 2019
Traffic Analysis	February – March 2019
65 th Street and Nicollet Avenue Geometric Layouts	March - April 2019
PIM 2 (Present Alternatives, gather feedback)	Early May 2019
Preliminary Design	May – July 2019
60% Plan Submittal	7/19/19
PIM 3 (Present Preferred Alternative with Construction Limits/Impacts)	8/14/19
90% Plan Submittal	9/20/19



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100% Plan Submittal (including State Aid)	10/25/19
Receive 100% Comments	11/19/19
Re-Submit final 100% Plan For Approval	11/26/19
Final Plan Approvals and Signatures	12/3/19
City Council Approves Plans/Specs & Authorize Bidding	12/10/19
Advertisement	1/7/20
Bid Opening	1/30/20

Summary

Stonebrooke Engineering services will be provided on an hourly basis with a not to exceed cost. If, for any reason, an unforeseen situation is identified that would affect the cost, Stonebrooke will notify the City prior to completing the work.

A cost proposal to complete the work is attached, including the hourly rates and the total not to exceed total project fee (which does not include optional tasks). A detailed cost breakdown by task has also been attached for your information. Please note that the rates for the estimate are based on 2019 rates, as we assume the majority of work will occur in 2019.

Thank you, again, for this opportunity. We look forward to continuing to work with the City of Richfield. If you have any questions regarding this proposal feel free to contact me at your convenience.

Sincerely,

Tyler W. Newhall, PE
Project Manager
Stonebrooke Engineering, Inc.

Accepted By: _____

Title: _____

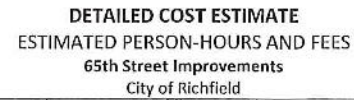
Date: _____



Stonebrooke
Engineering Responsible Solutions™

COST PROPOSAL
ESTIMATED PERSON-HOURS AND FEES
65th Street Improvements

CLIENT: City of Richfield PROJECT: 65th Street Improvements CONSULTANT: Stonebrooke Engineering, Inc.																		Total Cost
		Project Manager	Traffic Manager	Traffic Design Engineer	Project Engineer	Design Engineer	Sr Engineering Technician	Quality Reviews	WRE Lead	WRE Engineer	Sr. Graphic Designer	Survey Manager	RLS (Survey & SUE)	One-Person Survey Crew	Two-Person Survey Crew	Clerical	Total Hours	
Task No.	Work Task Description																	
TASK 1.0	PROJECT MANAGEMENT	190	4	0	12	0	0	0	8	0	0	0	0	0	0	0	214	\$38,202.00
TASK 2.0	PUBLIC, AGENCY, AND UTILITY COORDINATION AND INVOLVEMENT	101	6	0	75	40	20	0	0	0	22	0	0	0	0	0	264	\$34,993.00
TASK 3.0	SURVEYS AND MAPPING	1	0	0	0	0	0	0	0	0	0	26	43	144	10	0	224	\$33,235.00
TASK 4.0	TRAFFIC ANALYSIS (65th Street and Nicollet Avenue)	5	128	0	0	180	0	0	0	0	0	0	0	0	0	0	313	\$38,465.00
TASK 5.0	PRELIMINARY ENGINEERING	21	2	0	251	0	14	8	0	0	0	0	0	0	0	0	296	\$33,137.00
TASK 6.0	DRAINAGE DESIGN	2	0	0	8	0	0	0	50	60	0	0	0	0	0	0	120	\$12,846.00
TASK 7.0	SIGNAL DESIGN	0	8	80	1	0	0	0	0	0	0	0	0	0	0	0	89	\$11,262.00
TASK 8.0	FINAL CONSTRUCTION PLANS	42	4	120	220	173	124	40	42	66	0	0	0	0	0	0	831	\$92,729.00
TASK 9.0	PROJECT SUBMITTAL/BIDDING	5	0	0	10	5	5	0	0	0	0	0	0	0	0	0	25	\$2,930.00
TASK 10.0	OBTAIN PERMITS AND APPROVALS	5	0	0	15	4	0	0	0	4	0	0	0	0	0	0	28	\$3,087.00
	TOTAL HOURS	398	149	225	789	412	163	52	100	130	22	34	51	182	18	0	2725	
	COST PER HOUR	\$185	\$185	\$121	\$102	\$77	\$120	\$200	\$136	\$81	\$94	\$188	\$124	\$145	\$195	\$66		
	TOTAL LABOR COST/EXPENSE	\$73,630	\$27,565	\$27,225	\$80,478	\$31,724	\$19,560	\$10,400	\$13,600	\$10,530	\$2,068	\$6,392	\$6,324	\$26,390	\$3,510	\$0		\$339,396.00
Subconsultant: Geotechnical - Braun Intertec																	\$7,900.00	
Subconsultant: Traffic Counts - TDI (assumes two 13-hour TM Counts)																	\$1,150.00	
Expenses																	\$200.00	
TOTAL PROJECT FEE																	\$348,646.00	
Option 1: Additional Cost for Roundabout Design in lieu of Signal at 65th/Nicollet		26	-3	25	197	10	0	4	0	0	0	8	8	38	8	0	321	\$38,510.00



CLIENT: City of Richfield PROJECT: 65th Street Improvements CONSULTANT: Stonebrooke Engineering, Inc.		Tyler	Kate	Bud	Jake	Maddie	Kim	Wally	Arash	Jess	Luke	Aaron	Lance					
		Project Manager	Traffic Manager	Traffic Design Engineer	Project Engineer	Design Engineer	Sr Engineering Technician	Quality Reviews	WRE Lead	WRE Engineer	Sr. Graphic Designer	Survey Manager	RLS (Survey & SUE)	One-Person Survey Crew	Two-Person Survey Crew	Clerical	Total Hours	Cost Per Task
Task No.	Work Task Description																	
TASK 1.0	PROJECT MANAGEMENT																	
1.01	General Project Management	140															140	25900
1.02	Coordination with Subconsultants	5															5	925
1.03	Schedule/Invoicing	10															10	1850
1.04	PMT Meetings (assume every other month - for a total of 8)	35	4		12				8								59	9527
	SUBTOTAL HOURS - TASK 1.0	190	4	0	12	0	0	0	8	0	0	0	0	0	0	0	214	38202
TASK 2.0	PUBLIC, AGENCY, AND UTILITY COORDINATION AND INVOLVEMENT																	
2.01	Prepare & Conduct Open House (assume 3)	25	6		12						20						63	8839
2.02	Attend 1 Hennepin County Open Hosue	5															5	925
2.03	Attend Public Officials Meetings (Transportation Commission or other) (assume 3 with minor prep work)	15									2						17	2963
2.04	Railroad Coordination (includes 2 meetings)	20			10		10										40	5920
2.05	Hennepin County Coordination (assume County at PMT meetings)	15			15												30	4305
2.06	HUB Coordination (assume 2 separate meetings)	20			20		10										50	
2.07	Utility Coordination Meeting (assume 2)				10												10	1020
2.08	Utility Coordination	1			8	40											49	4081
	SUBTOTAL HOURS - TASK 2.0	101	6	0	75	40	20	0	0	0	22	0	0	0	0	0	264	28053
TASK 3.0	SURVEYS AND MAPPING																	
3.01	Topographic Survey	1										2	12	80	10		105	15599
3.02	Establish R/W											24		16			40	6832
3.03	GSOC												1				1	124
3.04	Parcel Sketches of Impacted Properties (up to 5)												20	8			28	3640
3.05	Legal Descriptions of Impacted Properties (up to 5)												10				10	1240
3.06	Snow and ice contingency													40			40	5800
	SUBTOTAL HOURS - TASK 3.0	1	0	0	0	0	0	0	0	0	0	26	43	144	10	0	224	33235
TASK 4.0	TRAFFIC ANALYSIS (65th Street and Nicollet Avenue)																	
4.01	Trip Generation and future traffic projections based on Hub Development - final deliverable in memo format	2	32			12											46	7214
4.02	Traffic Analysis (including evaluation of HUB redevelopment, access changes, lane configurations from 65th to 66th and impact to 65th Street & Nicollet - final deliverable microsimulation model results)	1	40			120											161	16825
4.03	Intersection Control Evaluation Report (65th & Nicollet) - will include above memo and modeling results as appendix	1	24			40											65	7705
4.04	Intersection Evaluations at Nicollet and 62nd/63rd/64th for lane configurations, ped movement and access modifications - assumes no microsimulation modeling	1	32			8											41	6721
	SUBTOTAL HOURS - TASK 4.0	5	128	0	0	180	0	0	0	0	0	0	0	0	0	0	313	38465
TASK 5.0	PRELIMINARY ENGINEERING																	
5.01	Concept Layout for 65th Street (Lyndale to 65th) and Nicollet (62nd to 66th) following determination of preferred intersection control at 65th and Nicollet	6	2		90		10	4									112	12660
5.02	Finalize Preferred Geometric Layout (based on City and County comments)	2			20		4										26	2890
5.03	Preliminary Design to include alignments, profiles and cross sections on 65th Street from Grand to Nicollet Intersection	8			100			4									112	12480
5.04	Finalize Preliminary Design to establish final construction limits (based on City and County Comments)	4			35												39	4310
5.05	Pavement Design Options	1			6												7	797
	SUBTOTAL HOURS - TASK 5.0	21	2	0	251	0	14	8	0	0	0	0	0	0	0	0	296	33137

CLIENT:	City of Richfield	Tyler	Kate	Bud	Jake	Maddie	Kim	Wally	Arash	Jess	Luke	Aaron	Lance	Carrie				
PROJECT:	65th Street Improvements																	
CONSULTANT:	Stonebrooke Engineering, Inc.																	
		Project Manager	Traffic Manager	Traffic Design Engineer	Project Engineer	Design Engineer	Sr Engineering Technician	Quality Reviews	WRE Lead	WRE Engineer	Sr. Graphic Designer	Survey Manager	RLS (Survey & SUE)	One-Person Survey Crew	Two-Person Survey Crew	Clerical	Total Hours	Cost Per Task
Task No.	Work Task Description																	
TASK 6.0	DRAINAGE DESIGN																	
6.01	Drainage Design and Hydraulic Analysis								20	30							50	5150
6.02	Storm Water Treatment Analysis (assumes coordination with HUB on stormwater improvements and connections)	2			8				30	30							70	7696
	SUBTOTAL HOURS - TASK 6.0	2	0	0	8	0	0	0	50	60	0	0	0	0	0	0	120	12846
TASK 7.0	SIGNAL DESIGN																	
7.01	Signal System at Nicollet and 65th Street (selection of a roundabout from the ICE report would add additional costs)		8	80	1												89	11262
	SUBTOTAL HOURS - TASK 7.0	0	8	80	1	0	0	0	0	0	0	0	0	0	0	0	89	11262
TASK 8.0	FINAL CONSTRUCTION PLANS																	
8.01	Title Sheet				1		3										4	462
8.02	General Layout				1		4										5	582
8.03	Statement of Estimated Quantities	1			4	8											13	1709
8.04	Standard Plates				2		5										7	804
8.05	Soils and Construction Notes, Standard Plates and Tab Index				3		2										5	546
8.06	Typical Sections	1			4	12	6										23	2237
8.07	Quantity Tabulations	1			16	30											47	4127
8.08	Earthwork Tabulations	1			12												13	1409
8.09	Utility Tabulations				8	15											23	1971
8.10	Miscellaneous Details				6		6										12	1332
8.11	Standard Plans						4										4	480
8.12	Existing Topography and Utility Plans				3		8										11	1266
8.13	Removal Plans	1			6	8	4										19	1893
8.14	Alignment Plan and Tabulations	1			1		4										6	767
8.15	Roadway Plan Sheets	3			6	16	6										31	3119
8.16	Paving and Superelevation Plan Sheets				6	12	6										24	2256
8.17	ADA and Intersection Design Plans	2			6	32	8										48	4406
8.18	Drainage Plans & Tabulations	2							20	60							82	7950
8.19	Stormwater Treatment & Grading Plans								16								16	2176
8.20	Watermain and Sanitary Sewer Plans/Design (watermain relocation to 65th and evaluate new sanitary connection points from HUB development)	4			40	30	3										77	7490
8.21	Turf Establishment and Erosion Control Plan	1			4	10	3										18	1723
8.22	Cross Sections	1			6		12										19	2237
8.23	Traffic Control (assume full detour of 65th)	1	4	50													55	6975
8.24	Pavement Marking Plans			30													30	3630
8.25	Signing Plans			40													40	4840
8.26	SWPPP								4								4	544
8.27	60% Design Package (including cost estimate)	3			12		8										23	2739
8.28	Address 60% Comments	3			12		8										23	2739
8.29	90% Design Package (including cost estimate)	3			12		8										23	2739
8.30	Address 90% Comments	3			12		8										23	2739
8.31	100% Plan Submittal (incl. cost est. and changes based on agency comments)	6			12		8		2	6							34	4052
8.32	Quality Control Plan Reviews							40									40	8000
8.33	Special Provisions (utilizing City Template)	4			25												29	3290
	SUBTOTAL HOURS - TASK 15.0	42	4	120	220	173	124	40	42	66	0	0	0	0	0	0	831	92729
TASK 9.0	PROJECT SUBMITTAL/BIDDING																	
9.01	Submittal of the Work				5		5										10	1110
9.02	Bidding Assistance	5			5	5											15	1820
	SUBTOTAL HOURS - TASK 9.0	5	0	0	10	5	5	0	0	0	0	0	0	0	0	0	25	2930
TASK 10.0	OBTAIN PERMITS AND APPROVALS																	
10.01	MPCA NPDES									4							4	324
10.02	Railroad Agreement assistance (assume agreements will be coordinated by City)	5			15												20	2455
10.03	DOH Watermain Extension					4											4	308
	SUBTOTAL HOURS - TASK 10.0	5	0	0	15	4	0	0	0	4	0	0	0	0	0	0	28	3087
	ADDITIONAL TASK - ROUNDABOUT DESIGN AT 65TH/NICOLLET IN LIEU OF SIGNAL																	
	Preliminary Alignments, RAB location, prelim geometrics, and typical sections	10			80			4									94	10810
	Finalize Geometrics and Vertical Design (with design checks)	6			100												106	11310
	Additional Signing and Pavement Marking Work		2	20													22	2790
	Additional ADA Design				10	10											20	1790
	Roundabout Lighting Design	2	3	25													30	3950
	Construction Staging Alternatives	8		60	8												76	9556
	Additional Topo Survey												8	30	8		46	6902
	Additional R/W Evaluation (along Nicollet)											8					16	2664
	Subtract Signal Design from Task 7		-8	-80	-1												-89	-11262
	SUBTOTAL HOURS ADDITIONAL TASK	26	-3	25	197	10	0	4	0	0	0	8	8	38	8	0	321	38510

RESOLUTION NO.

DECLARING THE OFFICIAL INTENT OF THE CITY OF RICHFIELD TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY WITH RESPECT TO THE 65TH STREET RECONSTRUCTION PROJECT

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Richfield, Minnesota (the “City”) expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds; and

WHEREAS, the City has determined to make this declaration of official intent (the “Declaration”) to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

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

1. The City proposes to undertake the 65th Street Reconstruction Project within the City (the “Project”).
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of bonds in an estimated maximum principal amount of \$4,000,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the Project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

The foregoing resolution was moved by Councilmember _____ and seconded by Councilmember _____.

The following voted in the affirmative: _____

The following voted against: _____

Councilmember _____ was absent.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose , City Clerk

65th Street Reconstruction Extends



11/5/2018, 3:37:53 PM

1:8,262

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

City of Richfield GIS, County of Dakota, Three Rivers Park District, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Engineering



STAFF REPORT NO. 209
CITY COUNCIL MEETING
11/13/2018

REPORT PREPARED BY: Kari Sinning, Deputy City Clerk

DEPARTMENT DIRECTOR REVIEW: Elizabeth VanHoose, City Clerk
11/7/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: John Stark, Acting City Manager
11/7/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution determining the results of the City General Election on Tuesday, November 6, 2018.

EXECUTIVE SUMMARY:

The City General Election was conducted on Tuesday, November 6, 2018 in conjunction with the State General Election. The City General Election included contests for the offices of Mayor and Council Member At-Large. The "unofficial" results of the election are attached and any relevant updates will be provided at the City Council meeting.

The Richfield City Charter states that the Council shall meet and canvass the election returns at the next regular or Special Council meeting immediately following any regular, primary or special election, but in no event later than the time prescribed by State law, and must make full declaration of the results as soon as possible, and file a statement thereof with the City Clerk.

RECOMMENDED ACTION:

By Motion: Approve the resolution determining the results of the City General Election on Tuesday, November 6, 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This information is contained within the Executive Summary.

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

- The City Charter provides that the City Council declare the results of the election.
- Minnesota Statutes Chapter 205 governs the conduct of municipal elections.
 - Section 205.02, Subd. 2 states that all City elections are governed by Chapter 205 as far as practicable.
 - Section 205.185, Subd. 3 sets the date for canvassing any city general election as "between the third and tenth days after an election."
 - The provisions of Chapter 205 preempt the City Charter; therefore the canvassing of election results is scheduled for the November 13, 2018 Regular City Council Meeting.

C. CRITICAL TIMING ISSUES:

The City Council must take action by November 16, 2018.

D. FINANCIAL IMPACT:

There is no financial impact.

E. LEGAL CONSIDERATION:

Legal review is not required.

ALTERNATIVE RECOMMENDATION(S):

There are no alternative recommendations.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	Unofficial Results - Attachment A	Backup Material

RESOLUTION NO.

RESOLUTION DETERMINING RESULTS OF THE GENERAL ELECTION OF THE CITY OF RICHFIELD HELD ON TUESDAY, NOVEMBER 6, 2018

BE IT RESOLVED by the City Council of the City of Richfield that the Council, having received and considered the tally of votes by the election judges of the General Election held November 6, 2018, the results are determined to be as follows:

Votes cast for Mayor:	Maria Regan Gonzalez	12695
Four Year Term	Write-In	494
Votes cast for Council Member at-Large:	Mary Supple	9831
Four Year Term	Taylor Croissant Haag	3604
	Write-In	185

Total number of Richfield voters in this election: 16,955

Attachment A is the complete tabulation of results.

BE IT FURTHER RESOLVED that the following list of judges were those certifying returns of said election:

Jorina Andrews	John Ashmead	Sara Boothe
James Bushey	Kirsten Croone	Lisha Fairbairn
Rebecca Guarino	Brenda Kupfer	Nancy Lindberg
Wayne Peterson	Paul Peterson	Holly Rhodes
Gail Sabasko	Regan Sieck	Mary Sievers
Roger Swanson	Mark Tilc	Andrew Atkins
Asa Brill Beck	Nancy Buck	Sandra Decker
Wallis Durhamn III	Denise Famodu	Sharon Foster
Richard Hall	Abdulkadir Hashi	Mary Hayden
Ruth Johnson	Bruce Larson	Michele McGee
Brad Obert	Robert Rose	Doris Rubenstein
Anne Schuette	Lynn Schuster	Margaret Stainer
Robert Sunderlin	Mark Wange	Bob Wells
Donald Anderson	James Atkins	Pat Bailey
Virginia Cain	Leslie Carey	Milissa Carter
Carrie Chillman	Barbara Cue	Catherine Dinndorf
Dee Dee Edlund	Ryan Flueger	Iryche Hickenbotham
Karen Jenkins	Janell Joyner	Rick Loney
Sandra Menning-Glavan	Kate Panke	Nayana Persaud
Wanda Poston	Maureen Scaglia	Chuck Strauch
Brett Stursa	John Twisk	Andrew Weston
Christina Youso	Joyce Anderson	Rosemary Bernau
Rosalie Bjorkman	Linda Boyd	Sheila Fitzgerald
Robert Hall	Janette Holter	Yvette Keegan
Beth Kingdon	Andrew May	Linda Nemitz
Janet Purdie	Sandra Schmidt	Doris Thorson

Elaine Wetsch
Marjorie Cain
Liz Ekholm
Jim Grant
Lawrence Martin
Susan Nielsen
Frank Ploog
Sandra Walstrom
Mary Barnes
Kenneth Boie
Cindy Dubansky
Marilyn Jacobson
Thomas Murphy
Mary Olson
Kenneth Vevea
James Alagna
Kathy Collias
Gregory Frost
Thomas Keegan
Marilyn Nienkerk
Erika Telkamp
Lisa Wold
Kimberly Blomberg
Marguerite Dozois
Claire Killian
Gloria Olson
David Vrieze Daniels
Francie Fletcher
Christine Kelly
Arden Mathison
Ivar Natins
Moses Roberts
Jeff Wright
Kari Sinning
Angela Faison
Judy Wood

Janelle Zein Elabdin
Doris Christine
Jack Exline
Linda Hinz
Sharon Mattson
Marlene Odegard
Jeffrey Rundgren
Katie Williams
Barbara Bauer
Christie Burke
Ed Fletcher
Sita Johnson
Christopher Okey
Robert Olson
Lois Webb-Bradford
Andrew Boeke
Julie Danielson
Joe Garcia
Carol Lowe
Donna Nordin
Cheryl Thiele
Mary Ann Ashmead
Scott Dahlquist
James Harding
Derrick Miller
Margaret Schow
Robert Amundson
Claire Gahler
Jamie Lane
Karin McComb
Cindy Norland
Shannon Schmidt
Deborah Zierden
Marlys Solt
Julie Smith

Hazel Burnside
Charles Dilliard
Bridget Gaeleigh
Margaret Horan
Isabelle Moulinier
Monica Petrov
Suzanne Thorpe
Carol Athey
Mary Boespflug
David Clark
Judy Goebel
Richard Morey
Ruby Olson
Mary Jo Tuttle
Mark Wegener
Margaret Cole
Jeanne Exline
Grant Gartland
Natalie Madgy
Carol Petkoff
Janet Thompson
Stephen Aus
Pema Dorjee
Adrienne Hayes
Helen Nachicas
K. Lashel Solberg
Jan Anderson
Cheryl Hjortaas
Kathryn MacEachern
Sarah Musgrave
Kevin O'Dare
Nancy Walstrom
Elizabeth VanHoose
John Holter
Yvonne Atkins

Passed by the City Council of the City of Richfield, Minnesota this 13th day of November, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



City of Richfield Election November 6, 2018
Unofficial Results for Richfield Precincts

Page 1 of 1

11/7/2018 10:24:38 AM

			Precinct								
	Total	%	1	2	3	4	5	6	7	8	9
NONPARTISAN											
CITY OFFICES											
Mayor											
Maria Regan Gonzalez	12,695	96.3%	945	1,762	1,626	1,416	1,589	1,638	1,107	1,048	1,564
WRITE-IN**	494	3.7%	52	55	65	53	54	56	35	55	69
Council Member - At-Large											
Taylor Croissant Haag	3,604	26.5%	263	515	472	457	419	468	293	285	432
Mary Supple	9,831	72.2%	725	1,320	1,259	1,033	1,261	1,238	914	866	1,215
WRITE-IN**	185	1.4%	25	31	21	19	18	20	12	17	22
			Precinct								
	Total	%	1	2	3	4	5	6	7	8	9
VOTER TURNOUT											
.											
Registered Voters											
Persons Registered at 7:00 AM	20,831	94.1%	1,539	2,952	2,667	2,373	2,493	2,611	1,822	1,733	2,641
New Registrations on Election Day	1,296	5.9%	98	203	142	219	112	163	59	111	189
TOTAL REGISTERED VOTERS	22,127	100.0%	1,637	3,155	2,809	2,592	2,605	2,774	1,881	1,844	2,830
Ballots Cast											
Number Voting at Polls	12,268	72.4%	954	1,604	1,659	1,522	1,365	1,490	1,065	1,118	1,491
Number Voting Absentee	4,687	27.6%	314	761	573	385	737	655	446	303	513
TOTAL PERSONS VOTING	16,955	100.0%	1,268	2,365	2,232	1,907	2,102	2,145	1,511	1,421	2,004
Turnout Percentage	76.6%		77.5%	75.0%	79.5%	73.6%	80.7%	77.3%	80.3%	77.1%	70.8%