



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
JULY 23, 2019  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Open forum (15 minutes maximum)

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

Pledge of Allegiance

Approval of the Minutes of the: (1) Special Concurrent City Council and Planning Work Session of June 25, 2019 and (2) Regular City Council meeting of June 25, 2019.

**COUNCIL DISCUSSION**

1. Hats Off to Hometown Hits

**AGENDA APPROVAL**

2. Approval of the Agenda
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consideration of a resolution authorizing negative declaration on the need for an Environmental Impact Statement (EIS) for the 77th Street Underpass Project and approval of distribution of the Notice of Decision documenting this decision.

Staff Report No. 85
  - B. Consideration of the approval of accepting the quotation of \$225,000 to replace play equipment at Jefferson, Nicollet, and Taft Parks from Northland Recreation and authorize the Recreation Services Director to execute the quotation.

Staff Report No. 86
  - C. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2020.

Staff Report No. 87
  - D. Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for the Church of the

Assumption, located at 305 77th Street East, for their annual festival taking place August 17-18, 2019.

Staff Report No. 88

- E. Consideration of the approval of a two-year use and indemnification agreement between the City of Richfield and Tom Price for the use of a 4,690 square-foot strip of land along the edge of Lincoln Field.

Staff Report No. 89

- F. Consideration of the adoption of a resolution authorizing the purchase of three temporary construction easements and three permanent right-of-way easements at 6999 Lyndale Ave S, 6645 Lyndale Ave S and 6749 Lyndale Ave S as related to the Lyndale Ave Reconstruction Project.

Staff Report No. 90

- G. Consideration of the termination of the Marketing License Agreement between the City of Richfield, Minnesota, and Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America.

Staff Report No. 91

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

### **PUBLIC HEARINGS**

- 5. Public Hearing and consideration of the revocation of Empire Tobacco LLC business license for violations of Richfield City Code and Minnesota Statute 144.414.

Staff Report No. 92

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

- 6. City Manager's Report

### **CLAIMS AND PAYROLLS**

- 7. 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.***

- 8. 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

## Concurrent City Council and Planning Commission Work Session

**June 25, 2019**

### CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:45 p.m. in the Bartholomew Room.

Council Members Present: Maria Regan Gonzalez, Mayor; Edwina Garcia (arrived late); Mary Supple; and Simon Trautmann

Council Members Absent: Ben Whalen

Planning Commission Members Present: Kathryn Quam; James Rudolph; Susan Rosenberg; Bryan Pynn; Peter Lavin; and Sean Hayford Oleary

Planning Commission Members Absent: Allysen Hoberg, Chair

Staff Present: Pam Dmytrenko, Administrative Services Director/Assistant City Manager; Kristin Asher, Public Works Director; and John Stark, Community Development Director

#### Item #1

#### I-494 ACCESS RECONFIGURATION MARKET IMPACT EVALUATION

Mayor Regan Gonzalez introduced Public Works Director Asher who gave a brief overview of the I-494 access reconfiguration as proposed by MnDOT and announced a market impact evaluation done by Jon Commers and Carly Anderson of Visble City. Mr. Commers presented the information that they gleaned from their study which was mainly positive.

Nick Brenner from Menards shared comments about the proposed access reconfiguration and how it may affect their business.

There was overall discussion on the topic from the Planning Commission, City Council, and City Staff their thoughts of how it may affect the residents and commercial businesses along with the want for more information on the study in the form of a memorandum including feedback to express the comparable views and what the impact of the reconfiguration could be without the 77 underpass being completed.

Mayor Regan Gonzalez asked about the timeline for the project which Director Asher stated that MnDOT will be back for more questions and statements in hopefully August.

Director Asher explained the noise wall process if the residents want a noise wall implemented to which Council Member Garcia stated her concerns in blocking the businesses along 494.

Mayor Regan Gonzalez and Commissioner Quam expressed the need to finish the 77 underpass before the reconfiguration happens and asked about the timeline for the project which is slated to start construction in 2021 pending funding and help from MnDOT.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:54 p.m.

Date Approved: July 23, 2019

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Maria Regan Gonzalez  
Mayor

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Kari Sinning  
Deputy City Clerk

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Katie Rodriguez  
City Manager





# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Meeting

June 25, 2019

### CALL TO ORDER

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

*Council Members Present:* Maria Regan Gonzalez, Mayor; Mary Supple; Edwina Garcia; and Simon Trautmann

*Council Members Absent:* Ben Whalen

*Staff Present:* Pam Dmytrenko, Administrative Services Director/Assistant City Manager and Mary Tietjen, City Attorney.

### OPEN FORUM

None.

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

### APPROVAL OF MINUTES

M/Trautmann, S/Supple to approve the minutes of the: (1) Special City Council work session of June 10, 2019; (2) Special City Council work session of June 11, 2019; and (3) Regular City Council meeting of June 11, 2019.

Motion carried 4-0.

Item #1

**PROCLAMATION DECLARING JULY 2019 AS AMERICANS WITH DISABILITIES AWARENESS MONTH IN THE CITY OF RICHFIELD**

Human Rights Commissioner Michele Thompson joined Mayor Regan Gonzalez in reading the proclamation. Mayor Regan Gonzalez proclaimed the month of July 2019 as Americans with Disabilities Awareness Month.

Council Member Garcia recognized Judy Moe and her work with RDAP (Richfield Disability Advocacy Partnership) which is an organization that helps make the City more assessable to persons with disabilities. Council Member Supple also stated the next meeting of RDAP.

Mayor Regan Gonzalez shared that RDAP will hopefully be compensated for their work because they applied for a grant that is focused on assessing accessibility across the community. The Mayor also wanted to recognize City Staff for the work they do with RDAP to make everything more accessible.

<b>Item #2</b>	<b>COUNCIL DISCUSSION</b> <ul style="list-style-type: none"><li>Hats Off to Hometown Hits</li></ul>
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Council Member Supple shared that the Richfield Arts Commission and Crossroads Panorama are co-hosting an event to be held on July 13<sup>th</sup> from 9-11 a.m. at the Bandshell for the twenty sidewalk poems that will be sandblasted along 66<sup>th</sup> Street. She also wanted to bring attention to the Richfield Water Quality Report that she received in the mail and thank those that put it together. Council Member Supple also reminded residents to not make assumptions about the state of neighbor's yards but to extend a helping hand to those that may need help.

Council Member Trautmann mentioned the upcoming Red, White and Blue Days and extended a special thanks to the Committee and volunteers. He also reminded residents of the kid's camps available at Woodlake Nature Center.

Council Member Garcia reminded the residents of the parade route for Red, White and Blue Days. She also shared that she and Mayor Regan Gonzalez went to a Women Winning Celebration in downtown Minneapolis that celebrates women in local government offices and their supporters. This celebration highlighted Mayor Regan Gonzalez who also gave a speech for the event. Mayor Regan Gonzalez thanked Council Member Garcia for her support.

Mayor Regan Gonzalez promoted the Round Up program for the Richfield Municipal Liquor stores which raises money for an all-inclusive park for families and children regardless of disabilities. Mayor Regan Gonzalez and Council Member Trautmann attended the Law Enforcement Torch Run to raise funds for Special Olympics and recognized the Police Department for their contributions. Mayor Regan Gonzalez also mentioned the deadline to sign up for the Urban Wildland Half Marathon and 5K. She also mentioned her involvement in Urban Land Institutes Ready Program which is centered on women and community members of color to learn about Community Development.

<b>Item #3</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Garcia, S/Trautmann to approve the agenda.

Motion carried 4-0.

<b>Item #4</b>	<b>CONSENT CALENDAR</b>
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Administrative Services Director/Assistant City Manager Pam Dmytrenko presented the consent calendar.

- A. Consider adoption of a resolution granting a subdivision waiver for property owned by Mount Calvary Church. (S.R. No. 83)

RESOLUTION NO. 11635  
AUTHORIZING A SUBDIVISION WAIVER FOR  
OUTLOT B, CEDAR POINT COMMONS

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

Motion carried 4-0.

<b>Item #5</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
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None.

<b>Item #6</b>	<b>PUBLIC HEARING AND CONSIDER APPROVAL OF A NEW ON SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR LOS SANCHEZ TAQUERIA LL, LLC D/B/A LOS SANCHEZ TAQUERIA LOCATED AT 2 WEST 66TH STREET. (S.R. NO. 84)</b>
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Council Member Garcia presented Staff Report No. 84 and opened the public hearing.

The General Manger of Los Sanchez Taqueria, Santiago, spoke during the public hearing with a translator.

Council Member Garcia mentioned that she loves their deserts which she stated in Spanish and in English.

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

Motion carried 4-0.

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

Motion carried 4-0.

<b>Item #7</b>	<b>CITY MANAGER'S REPORT</b>
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Administrative Services Director/Assistant City Manager Pam Dmytrenko had nothing to report but wished the Council a Happy 4<sup>th</sup> of July.

<b>Item #8</b>	<b>CLAIMS AND PAYROLLS</b>
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M/Garcia, S/Supple that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>06/25/19</b>
A/P Checks: 278338 - 278719	\$ 5,581,128.94
Payroll: 146188 - 146560 ; 43050	<u>698,426.73</u>
TOTAL	\$ 6,279,555.67

Motion carried 4-0.

<b>OPEN FORUM</b>
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None.

<b>Item #9</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:21 p.m.

Date Approved: July 23, 2019

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Maria Regan Gonzalez  
Mayor

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Kari Sinning  
Deputy City Clerk

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Katie Rodriguez  
City Manager



**STAFF REPORT NO. 85**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Scott Kulzer, Administrative/Aide Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
7/11/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of a resolution authorizing negative declaration on the need for an Environmental Impact Statement (EIS) for the 77th Street Underpass Project and approval of distribution of the Notice of Decision documenting this decision.**

**EXECUTIVE SUMMARY:**

As part of the 77th Street Underpass Project, an Environmental Assessment (EA) and Section 4(f) Evaluation has been prepared as part of the National Environmental Policy Act review process to fulfill the requirements of 42 U.S.C. 4332 and has been circulated for review and comment.

Before the 77th Street Underpass EA Update and Request for Finding of No Significant Impact can be submitted for official Minnesota Department of Transportation and Federal Highway Administration Review, the Richfield City Council must formally authorize the Negative Declaration on the Need for an EIS.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution authorizing negative declaration on the need for an Environmental Impact Statement (EIS) for the the 77th Street Underpass Project and approval of distribution of the Notice of Decision documenting this decision.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Based on the information contained in the 77th Street EA and Section 4(f) Evaluation and comments received on the EA and Section 4(f) it has been determined:

- The type and extent of environmental effects are similar to effects associated with other road construction projects, and the project does not have the potential for significant environmental effects.
- No cumulative potential effects of related or anticipated future projects exist that would pose significant environmental effects.
- The anticipated environmental effects are subject to mitigation as required by ongoing regulatory authorities.

- The extent of environmental effects can be anticipated and controlled as a result of experience with other similar highway improvement projects with similar environmental effects.

In light of the above findings, none of the reviewing regulatory agencies indicated a need for an EIS and based on the criteria in Minnesota Rule 4410.1700 the project does not have significant environmental impact effects.

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

- 42 U.S.C. 4332 required the preparation of an EA and Section 4(f) Evaluation as part of the National Environmental Policy Act review process.
- Minnesota Rule 4410.1700 governs the decision on the need for an EIS.

**C. CRITICAL TIMING ISSUES:**

- City Council must authorize the submission of the EA Update and Request for Finding of No Significant Impact for the project prior to submittal to MnDOT and the FHWA.

**D. FINANCIAL IMPACT:**

- None.

**E. LEGAL CONSIDERATION:**

- See Policies section.

**ALTERNATIVE RECOMMENDATION(S):**

- None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

Description	Type
☐ EA Update and Request for Negative Declaration	Backup Material
☐ Negative Declaration Resolution	Resolution Letter

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
and  
City of Richfield

ENVIRONMENTAL ASSESSMENT UPDATE  
&  
REQUEST FOR FINDING OF NO SIGNIFICANT IMPACT  
for

SP 2758-82, SP 157-108-035, and SP 157-594-003  
Minn Proj. No. STPF 2719(097)

77th Street East  
From: Bloomington Avenue  
To: Longfellow Avenue (includes 78th Street and Old Cedar Avenue)  
Trunk Highway (TH) 77  
From: 600 feet north of Interstate (I) 494  
To: 810 feet north of I-494 (includes Ramps 1H and 1G)

In the City of: Richfield, In the County of: Hennepin

PROPOSED IMPROVEMENT: Construction of 0.36 mile of a new four-lane road connecting 77th Street to Longfellow Avenue; construction of new bridges carrying TH 77 (Bridge #27R37 and #27R38) and ramps for TH 77 and I-494 (Bridge #27R35 and #27R36); reconstruction of Ramps 1H and 1G; construction of Richfield Parkway; and construction of a multiuse trail and sidewalk.

Recommended:

\_\_\_\_\_  
City of Richfield Engineer/Public Works Director

\_\_\_\_\_  
Date

Reviewed and Recommended:

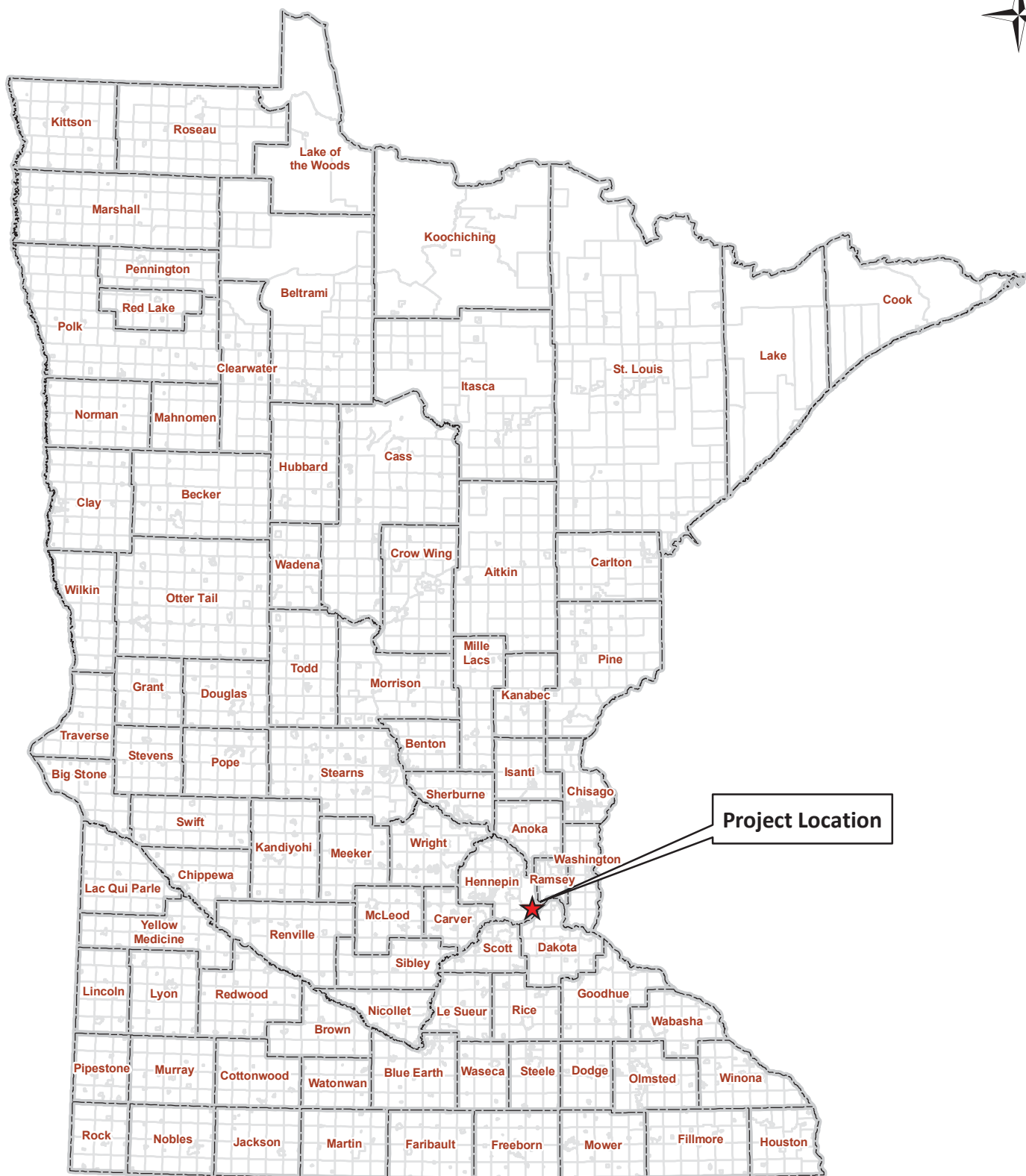
\_\_\_\_\_  
District State Aid Engineer

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
State Aid Engineer  
State Aid for Local Transportation

\_\_\_\_\_  
Date



0 50  
Miles

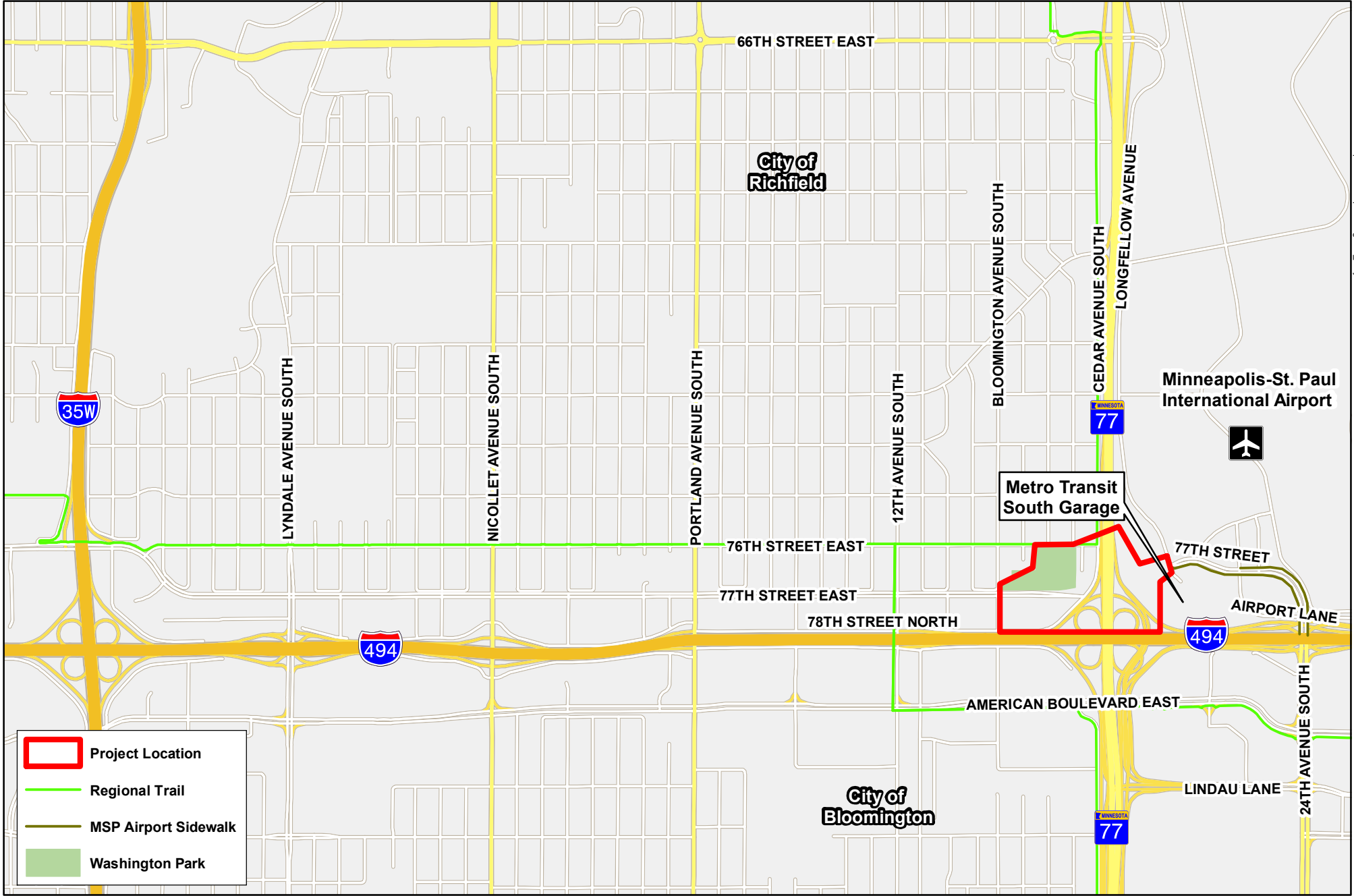


**Figure 1: State Map**

**77th Street Extension and TH 77 Underpass**

**Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**

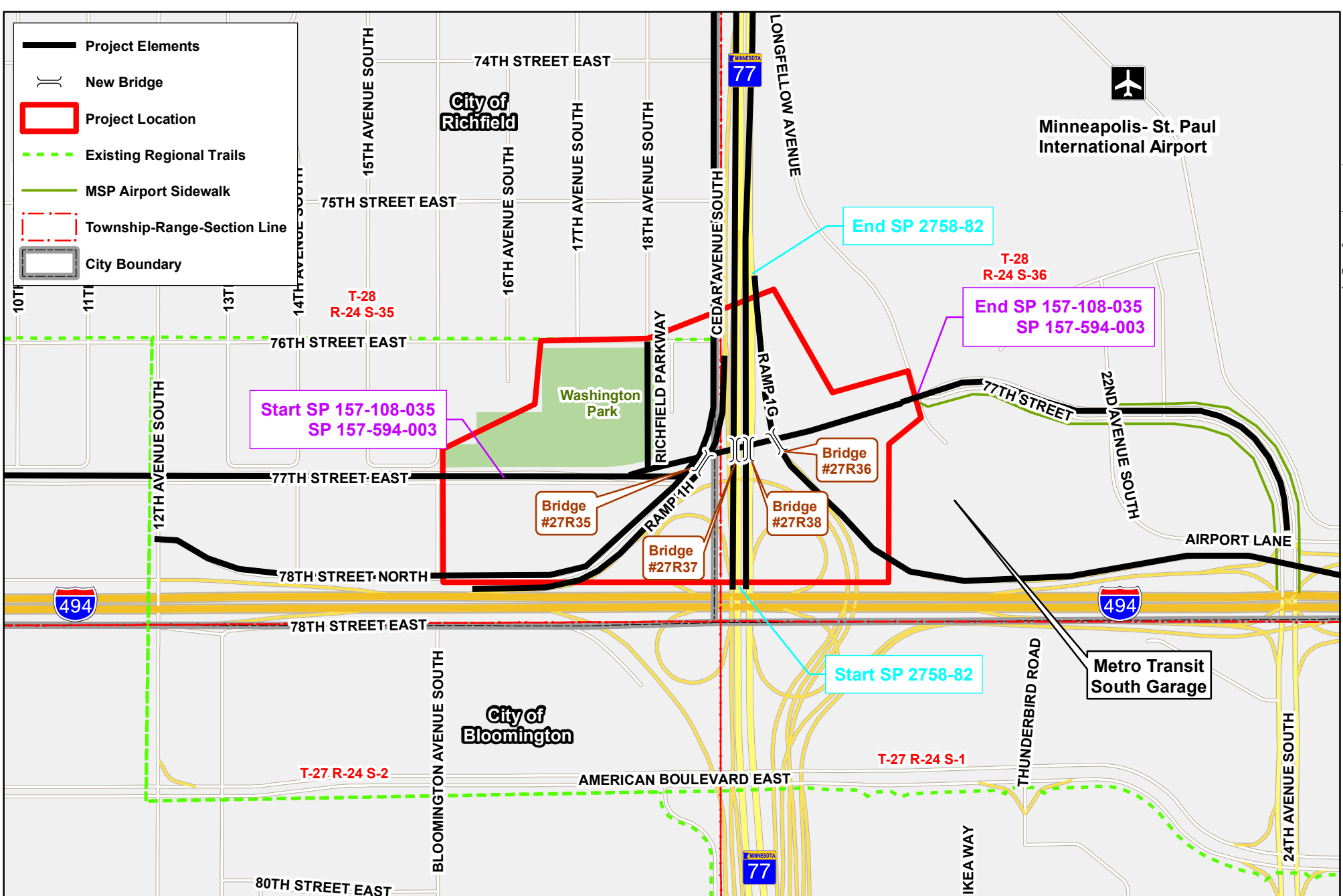




**Figure 2: Project Area**  
**77th Street Extension and TH 77 Underpass**  
**Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**



0 1,500 Feet

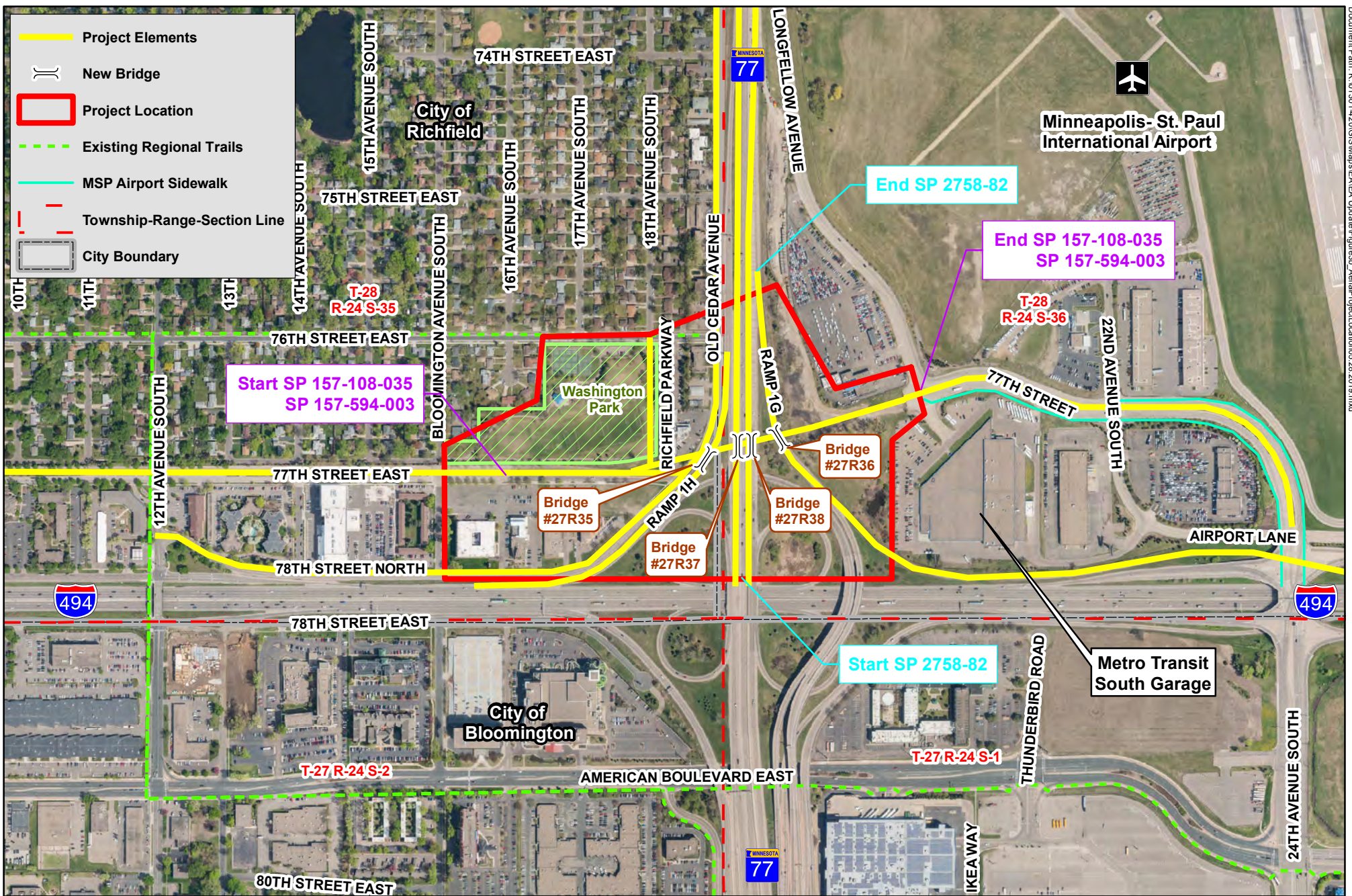


**Figure 3a: Project Location**  
**77th Street Extension and TH 77 Underpass**  
 Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019



0 600 Feet





**Figure 3b: Project Location - Aerial Map**  
**77th Street Extension and TH 77 Underpass**  
 Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019



0 600 Feet

## I. OPENING STATEMENT

This Environmental Assessment Update provides for new information regarding the action, environmental issues, and mitigation measures since the approval of the EA on March 4, 2019, documents the public and agency involvement process, includes a statement that an EIS is not necessary, and requests a Finding of No Significant Impact (FONSI) by the FHWA.

## II. PROPOSED ACTION

There are no changes to the proposed action since the EA was approved. Figures 4 in Appendix A show the proposed improvements.

While there were no changes to the proposed action since the EA was approved, it was noted by the Met Council (Section VI) that the project provided several transit-related benefits that were not communicated in the EA and should be incorporated into this document. The additional transit-related benefits include:

- Shorter deadhead trips to/from Metro Transit's **South Garage (located just east of the project and shown in Figures 2 through 4)** from points west will reduce time and therefore, bus operation cost in many cases.
- The ability to reroute two daily cross-town bus lines, #515 and #540, to follow the new segment of 77th Street will:
  - Increase bus service substantially to the southeast corner of the city of Richfield (an area highlighted as having a concentration of EJ populations)
  - **Improve the efficiency of operations at Metro Transit's South Garage** by reducing deadhead time, allowing operators to relieve other operators at the garage.

## III. SOCIAL, ECONOMIC AND ENVIRONMENTAL IMPACTS

The following summarizes new information/findings/determinations to the anticipated impacts not presented in the EA.

### Section 4(f)/6(f)

Three Rivers Park District had been requested to provide a letter concurring that impacts to the Nokomis-Minnesota River Regional Trail (formerly known as the Intercity Regional Trail) would be a temporary occupancy at the time of the EA distribution. The trail is located along Cedar Avenue South north of 76th Street. The trail is within MnDOT right of way but is operated and owned by Three Rivers Park District. Construction of a proposed noise wall will require temporary occupancy and closure of the trail segment between 75th and 76th Streets as shown in Figure 5. Since the EA was approved, a letter of agreement has been received from Three Rivers Park District that the impact is a temporary occupancy. The letter is included in Appendix B.



The Section 4f de minimis request for Washington Park was distributed for public reviewed and comment as part of the EA distribution. Comments were received from the U.S. Environmental Protection Agency (Section VI) regarding the park, but they were not directed as Section 4f impacts or mitigation.

#### National Historic Preservation Act

No change.

#### Endangered Species

No change.

#### Right of Way

No change.

#### Farmland Protection Policy Act

No change.

#### Air Quality

No change.

#### Noise

The project is classified as a Type 1 project under FHWA noise regulation 23 CFR 772 and an evaluation of noise impacts was conducted. State noise standards apply only to properties along TH 77 and I-494 because city roadways are exempt from state noise standards. Because federal funding will be used for the project, federal noise criteria apply to all roadways. Under the Existing, 2038 No-Build, and 2038 Build scenarios studied, noise levels in the project area approach or exceed federal and/or exceed state standards at each of the modeled commercial and residential receptor sites. Twelve of the 16 trail receptor sites exceed at least one of the federal and/or MPCA standards under the 2038 Build scenario. Figure 6 shows the locations of the noise monitoring locations and receptors studied.

Because the federal criteria and/or state standards would be exceeded at many of the modeled residential, commercial, and trail receptor sites, an evaluation of the reasonableness and feasibility of noise mitigation measures was conducted. Five locations for noise barriers were analyzed. Four of the barriers would not reduce noise by 5 dBA at any receptor and, therefore, do not meet the requirements for feasibility (i.e., no receptors would be considered benefited receptors for these barriers). One barrier analyzed (Barrier D) met feasibility and reasonableness requirements. Barrier D would be an 840-foot-long, 20-foot-high noise barrier located between Old Cedar Avenue South and Ramp 1H (the southbound TH 77 to westbound I-494 ramp) and extending north from the 77th Street extension toward 75th Street as shown in Figure 6.

Input from property owners and residents benefitting from the proposed wall

was gathered through an open house meeting and a voting process. Information about potential Barrier D was sent to benefited property owners and residents in advance of the noise barrier meeting in accordance with MnDOT and federal guidelines. An open house meeting was held on November 8, 2018 at Centennial Elementary School. The first round of voting concluded on November 23, 2018 without achieving the 50 percent of all possible voting points required to determine whether the noise barrier would be constructed. Therefore, a second round of voting was required, and was in progress at the time of the EA distribution.

Subsequently, the second round of voting was completed. In total, 58 percent of all possible voting points were received between the first and second rounds of voting. Over 95 percent of voting points were in support of constructing the proposed noise barrier, therefore the proposed noise wall (Barrier D) will be constructed as part of the project. Communication materials, an example of the ballots sent from the City of Richfield to owners/residents, and full voting results are included in Appendix C.

Section 404  
No change.

Wetlands  
No change.

Floodplain  
No change.

Environmental Justice  
No change.

#### IV. PROPOSED MITIGATION

The following summarizes changes to proposed mitigation actions.

##### Section 4(f)/6(f)

As noted above, Three Rivers Park District has indicated their support for temporary occupancy of the Nokomis-Minnesota River Regional Trail/Intercity Regional Trail to allow for construction of a noise wall as part of the proposed project. Because construction of the noise wall will impact the trail, it will be returned to its pre-construction condition or better before reopening to the public. The duration of the temporary occupancy and associated trail closure will be less than the time needed for construction of the project. During the closure, trail users will shift to either the sidewalk on the west side of Cedar Avenue South or use the roadway depending on their experience and comfort level. Cedar Avenue South is a low-speed roadway with a traffic volume of approximately 2,000 vehicles a day.

The Section 4f de minimis request for Washington Park was distributed for public review and comment as part of the EA distribution. Comments were received from the U.S. Environmental Protection Agency (Section VI) regarding the park, but they were not directed at Section 4f impacts or mitigation. Mitigation has not been modified.

#### Noise

As noted above, a noise study indicated that federal criteria and/or state standards would be exceeded at many of the modeled residential, commercial, and trail receptor sites. Therefore, an evaluation of the reasonableness and feasibility of noise mitigation measures was conducted. One of the five noise barriers analyzed met the applicable criteria. Identified as Barrier D in the analysis, the wall will be 840 feet long and 20 feet high. It is located along the southbound lanes of TH 77 north of the 77th Street Extension as shown in Figure 6. Based on the public input received through the voting process as described above, Barrier D will be constructed as part of the project.


#### V. PUBLIC HEARING REQUIREMENTS

A legal notice documenting the availability of the EA and Section 4(f) Evaluation was published in the Sun Current newspaper (official newspaper for the City of Richfield) on April 4th and April 18th. An Opportunity for a Public Hearing was also advertised as part of the notices. No requests for a public hearing were received, therefore a public hearing was not held.


Appendix D contains the Affidavit of Publication for the legal notices as well as the Certificate of Compliance.


#### VI. COMMENTS AND RESPONSES TO AGENCY COMMENTS


The EA and Section 4(f) Evaluation was made available to reviewing agencies and the public. Letters from the Metropolitan Council, MnDOT, MPCA, and U.S. EPA were received during the comment period. A copy of the comments received and responses to each is included on the following pages. No written or verbal comments from citizens were received during the comment period. Copies of the letters received are included in Appendix E. Appendix F contains the EA distribution list.



Comments	Response
<p>Metropolitan Council (1)</p> <p>May 1, 2019</p> <p>Mr. Jeff Pearson, PE City Engineer City of Richfield 6700 Portland Avenue South Richfield, MN 55423</p> <p>RE: 77<sup>th</sup> Street Extension Environmental Assessment (EA) City of Richfield, MN Metropolitan Council Review No. 22248-1 Metropolitan Council District 5</p> <p>Dear Mr. Pearson:</p> <p>The Metropolitan Council received the EA for the 77<sup>th</sup> Street extension to Longfellow Avenue, new bridges, ramp reconstructions, and construction of Richfield Parkway and multi-use trails on April 4, 2019.</p> <p>Council staff has conducted a review of this EA to determine its adequacy and accuracy in addressing regional concerns and the potential for significant environmental impact. Staff have concluded that the EA is complete and accurate and an Environmental Impact Statement (EIS) is not necessary.</p> <p>Council staff offer the following comments for your consideration.</p> <p><b>1</b> Item VI.a – Section 4(f) of the Transportation Act of 1966 (Colin Kelly, 651-602-1361) The EA acknowledges the project's proximity to the existing Nokomis-Minnesota River Regional Trail (formerly the Intercity Regional Trail) and a planned segment of the Nine Mile Creek Regional Trail in the "Secondary Need: Walkability/Bikeability" section on pages 11-12; details potential temporary impacts to the Nokomis-Minnesota River Regional Trail (formerly the Intercity Regional Trail) in the "Social, Economic and Environmental (SEE) Impacts" section, "Intercity Regional Trail – Section 4(f) Temporary Occupancy" subsection on pages 21-23; includes a map of the Nine Mile Creek Regional Trail, Bloomington segment (Attachment A, Figure 11) operated by the Three Rivers Park District; and includes a map of Proposed Improvements (Attachment A, Figure 13), which depicts a new bicycle and pedestrian trail under TH 77 generally following the planned Nine Mile Creek Regional Trail corridor along 77th Street. Existing and planned Regional Parks System components are acknowledged, considered and planned for in the project area, and no permanent, adverse impacts are expected.</p> <p><b>2</b> Item VI.f – Right of Way (Russ Owen, 651-602-1724) MnPASS lanes on TH 77 have been studied and, although not part of the fiscally constrained plan for the region, Council staff encourage consideration of MnPASS lanes in this project to ensure that they are not precluded.</p> <p>Item VI.o - Water Pollution/MPCA-NPDES (Roger Janzig, 651-602-1119) The active portion of Metropolitan Council Interceptor (3-BN-497) is located at the northern boundary of this proposed project, west of Highway 77; and the abandoned portion of this Interceptor runs through this project, west of Highway 77. The active portion of this interceptor was built in 1959 and is a 36 inch Reinforced Concrete Pipe at a shallow depth; and the</p> <p>390 Robert Street North   Saint Paul, MN 55101-1805 P. 651.602.1000   TTY. 651.291.0904   metrocouncil.org An Equal Opportunity Employer</p> 	<p>1. Comment noted. A signed letter from Three Rivers Park District acknowledges the temporary occupancy of the regional trail (<b>Appendix B</b>). The trail will be restored to existing or better conditions following construction of the noise barrier.</p> <p>2. The project team investigated the potential incorporation of MnPASS lanes as part of the project. Cost estimates were prepared and shared with MnDOT. MnDOT determined that the MnPASS elements were not needed at this time. Additionally, the proposed design was reviewed to ensure that it did not preclude the incorporation of MnPASS lanes in the future if MnDOT and the Met Council obtained funding for their construction. It was determined that the proposed design does not preclude their future construction and will result in little additional costs to do so. <b>Appendix G</b> contains an e-mail chain from MnDOT noting that future construction is not precluded.</p>



Comments	Response
<p>Metropolitan Council (2)</p> <p><b>3</b> abandoned portion was built in 1959 and is a 24 inch Cast Iron Pipe at a shallow depth. To assess the potential impacts to our interceptor system, prior to initiating any proposed project, preliminary plans should be sent to Tim Wedin, Engineering Services Assistant Manager (651-602-4571) at the Metropolitan Council Environmental Services for review and comment.</p> <p><b>Item VII – Agency Coordination – Permits and Approvals Required</b> (Jim Larsen, 651-602-1159) The EA indicates that the proposed Project may require the relocation of one or more sanitary sewer lines in the vicinity of the Project. In accordance with Minnesota Statute Section 473.513, at the time the project proposer makes application to the Minnesota Pollution Control Agency (MPCA) for a permit to construct each new segment of sanitary sewer for the proposed project, a copy of the plans, design data, and a location map of the project will also need to be submitted to the Metropolitan Council. The Council's Environmental Services Division's Engineering Programs staff will need to review, comment, and issue a non-objection decision relative to issuance of the construction permit by the MPCA before connection can be made to the City's wastewater disposal system.</p> <p><b>4</b></p> <p><b>Overall Transit Comments</b> (John Dillery, 612-349-7773)</p> <ul style="list-style-type: none"> <li>In a letter dated March 9, 2011, Metro Transit iterated the following transit-related benefits of this project: <ul style="list-style-type: none"> <li>Shorter deadhead trips to/from Metro Transit's South Garage from points west will reduce time and therefore, bus operation cost in many cases.</li> <li>Re-routing of two daily cross-town bus lines, #515 and #540, to follow the new segment of 77th Street under State Highway 77 will: <ul style="list-style-type: none"> <li>Increase bus service substantially to the southeast corner of the City (an area highlighted in the EA as having a concentration of low income and minority residents).</li> <li>Improve the efficiency of operations at Metro Transit's South Garage by reducing deadhead time, allow operators to relieve operators at the garage.</li> </ul> </li> </ul> </li> </ul> <p><b>5</b></p> <p><b>6</b></p> <ul style="list-style-type: none"> <li>The EA should reference these points in the summary section.</li> <li>Consider adding the new bus stops to the map on Figure 13 as agreed to in detail as part of the TAC process. City staff have a record and location of the new bus stops agreed to at the intersection of 77th Street and Richfield Parkway and near the intersection of Richfield Parkway and 76th Street.</li> </ul> <p>This concludes the Council's review of the EA. The Council will not take formal action on the EA at this time. If you have any questions or need further information, please contact Russ Owen, Principal Reviewer, at 651-602-1724.</p> <p>Sincerely,    Angela R. Torres, AICP, Manager  Local Planning Assistance</p> <p>CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division  Molly Cummings, Council Member District 5  Russ Owen, Principal Reviewer, Metropolitan Council  Raya Esmaeili, Reviews Coordinator</p> <p>N:\CommDev\LP\Communities\Richfield\Letters\Richfield 2019 EA 77th Street 22248-1.docx</p>	<p><b>3.</b> Preliminary plans will be provided to assess potential impacts as requested. Staff for the highway project will coordinate with Met Council staff to address any issues.</p> <p><b>4.</b> Materials will be submitted to the Metropolitan Council for review at the time of application to MPCA for construction permit as requested.</p> <p><b>5.</b> Description of project benefits to transit were incorporated in Section II of this (EA Update) document.</p> <p><b>6.</b> A new bus stop at 77th Street and Richfield Parkway was incorporated into the project and is shown in <b>Figures 4</b> which shows the preferred alternative in Section II of this (EA Update) document. The stop at 76th Street and Richfield Parkway is not part of the proposed project and would need to be added separately.</p>


Comments	Response
<p>MnDOT (1)</p> <div data-bbox="218 315 982 1315">  <p>DEPARTMENT OF TRANSPORTATION</p> <p>Metropolitan District 1500 County Road B-2 West Roseville, MN 55113</p> <p>April 30, 2019</p> <p>Jeff Pearson, PE, City Engineer City of Richfield 6700 Portland Avenue South Richfield, MN 55423</p> <p>SUBJECT: 77<sup>th</sup> Street Extension and TH 77 Underpass Environmental Assessment and Section 4(f) Evaluation MnDOT Review # EA19-001 NW and NE quads of I-494 and TH 77 City of Richfield, Hennepin County Control Section 2785</p> <p>Dear Mr. Pearson:</p> <p>Thank you for providing the above referenced documents for review. MnDOT's comments are provided below. Please note that MnDOT's review does not constitute approval of a regional traffic analysis and is not a specific approval for access or new roadway improvements. We ask to continue to receive updated information as project plans are refined, and to be included in future project stakeholder meetings for this project.</p> <p><b>Project Coordination</b> MnDOT is working closely with the City of Richfield coordinate the construction phasing and traffic mitigation for this project with the adjacent Corridors of Commerce project to improve I-494 from France Avenue South to Trunk Highway (TH) 77. The I-494 improvements are currently in the design phase, with alternative refinement and selection anticipated later this year. The project will include mobility improvements on I-494 from just west of the I-35W interchange to TH 77.</p> <p>Also, MnDOT is working with the City to coordinate work for two other major transportation projects in the area: the Orange Line bus rapid transit Knox Avenue underpass, and the resurfacing of MN 5 from MN 55 to 34<sup>th</sup> Avenue (which will affect motor vehicle access to Minneapolis-St. Paul International Airport Terminal One) in 2020.</p> <p>Please be in touch I-494 Project Manager Andrew Lutaya at <a href="mailto:Andrew.Lutaya@state.mn.us">Andrew.Lutaya@state.mn.us</a> or 651-234-7563 for communication and questions about project coordination.</p> <p><b>MnPASS Lanes</b> Planning for MnPASS lanes on TH 77 to the south of I-494 is ongoing. The Metropolitan Council's 2040 Transportation Plan Policy designates TH 77 northbound from 138th Street to I-494 as a Tier 3 MnPASS corridor. Therefore, any construction within the I-494/TH 77 interchange area on TH 77 should accommodate the addition of a future MnPASS lane to at least the minimum design standard set forth in <a href="#">MnDOT Technical Memo 16-04-TS-01</a>.</p> <p>Please be in touch with MnPASS Policy and Planning Program Director Brad Larsen at <a href="mailto:Bradley.Larsen@state.mn.us">Bradley.Larsen@state.mn.us</a> or 651-234-7024 for related questions.</p> <p>An equal opportunity employer</p> </div>	<p>1. Comment noted. Coordination between the City of Richfield and MnDOT relative to these projects will continue. The timing of construction of this project and/or the projects referenced in the MnDOT letter may change as a result of this coordination.</p> <p>2. The project team investigated the potential incorporation of MnPASS lanes as part of the project. Cost estimates were prepared and shared with MnDOT. MnDOT determined that the MnPASS elements were not needed at this time. Additionally, the proposed design was reviewed to ensure that it did not preclude the incorporation of MnPASS lanes in the future if MnDOT and the Met Council obtained funding for their construction. It was determined that the proposed design does not preclude their future construction and will result in little additional costs to do so. <b>Appendix G</b> contains an e-mail chain from MnDOT noting that future construction is not precluded.</p>

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<p>MnDOT (2)</p> <p>Page 2 of 2</p> <p><b>3</b> <i>Drainage</i> Ponding allocations for this project should be coordinated with drainage facilities and management for the Corridors of Commerce I-494 from France Ave to TH 77 project referenced above. For questions regarding drainage, please contact Christopher Chatfield of MnDOT's Metro District Water Resources Section at 651-234-7365 or <a href="mailto:Christopher.Chatfield@state.mn.us">Christopher.Chatfield@state.mn.us</a>.</p> <p><b>4</b> <i>Permits</i> Any other use of, work within, or impacts to MnDOT right-of-way will require a permit. All permit forms are available and may be submitted online at: <a href="https://dotapp7.dot.state.mn.us/OLPA">https://dotapp7.dot.state.mn.us/OLPA</a>. Please direct questions regarding permits to Buck Craig of MnDOT's Metro Permits Section at 651-234-7911 or <a href="mailto:Buck.Craig@state.mn.us">Buck.Craig@state.mn.us</a>.</p> <p><i>Review Submittal Options</i> MnDOT's goal is to review proposed development plans and documents within 30 days of receipt. Electronic file submittals are typically processed more rapidly. There are four submittal options:</p> <ol style="list-style-type: none"> <li>1. Email documents and plans in PDF format to <a href="mailto:metrodevreviews.dot@state.mn.us">metrodevreviews.dot@state.mn.us</a>. Attachments may not exceed 20 megabytes per email. If multiple emails are necessary, number each message.</li> <li>2. Upload PDF file(s) to MnDOT's external shared internet workspace site at: <a href="https://mft.dot.state.mn.us">https://mft.dot.state.mn.us</a>. Contact MnDOT Planning development review staff at <a href="mailto:metrodevreviews.dot@state.mn.us">metrodevreviews.dot@state.mn.us</a> for access instructions and send an email listing the file name(s) after the document(s) has/have been uploaded.</li> <li>3. Mail, courier, or hand deliver documents and plans in PDF format on a CD-ROM compact disc to: MnDOT – Metro District Planning Section Development Reviews Coordinator 1500 West County Road B-2 Roseville, MN 55113</li> <li>4. Submit printed documents via U.S. Mail, courier, or hand delivery to the address above. Include one set of full-size plans.</li> </ol> <p>You are welcome to contact me at (651) 234-7795 with questions.</p> <p>Sincerely,</p> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;"> <small>Digitally signed by David Elvin DN: cn=David Elvin Date: 2019.04.30 15:43:31 -05'00'</small> </div> </div> <p>David Elvin, AICP Principal Planner</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <p><b>Copy via E-Mail:</b> Buck Craig, Permits Doug Nelson, Right-of-Way April Crockett, Area Manager Andrew Lutaya, Area Engineer Amber Blanchard, I-494 Project Nick Olson, Water Resources Christopher Chatfield, Water Resources Jeff Rones, Design</p> </div> <div> <p>Chad Erickson, Traffic Cameron Muhic, Multimodal Rylan Juran, Aeronautics Brad Larsen, MnPASS Natalie Ries, Noise Mitigation Carl Jensen, Transit Advantages Catherine Huebsch, State Aid Russell Owen, Metropolitan Council</p> </div> </div>	<p>3. Ponding allocations will be coordinated with the I-494 Corridors of Commerce project as requested.</p> <p>4. All required permits will be applied for and obtained prior to construction.</p>

Comments	Response
<p>MPCA</p> <p>  MINNESOTA POLLUTION CONTROL AGENCY</p> <p>520 Lafayette Road North   St. Paul, Minnesota 55155-4194   651-296-6300  800-657-3864   Use your preferred relay service   info.pca@state.mn.us   Equal Opportunity Employer</p> <p>April 30, 2019</p> <p>Jeff Pearson, PE  City Engineer  City of Richfield  6700 Portland Avenue South  Richfield, MN 55423</p> <p>Re: 77<sup>th</sup> Street Extension and Trunk Highway 77 Underpass Environmental Assessment</p> <p>Dear Jeff Pearson:</p> <p>Thank you for the opportunity to review and comment on the Environmental Assessment (EA) for 77<sup>th</sup> Street Extension and Trunk Highway 77 Underpass project (Project) in the city of Richfield, Hennepin County, Minnesota. The Project consists of construction of a new road connecting 77<sup>th</sup> Street to Longfellow Avenue. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility or other interests, the MPCA staff has the following comments for your consideration.</p> <p><b>1</b> <u>Traffic</u></p> <ul style="list-style-type: none"> <li>The proposed Project will spur economic development and improve walkability, bikeability, and vehicle mobility and connectivity in an area with ongoing congestion problems.</li> <li>The city of Richfield must prepare a detailed transportation management plan to manage all the expected traffic disruptions and detours during the final design of the proposed Project and provide commitment to monitoring and providing temporary improvements to those impacted intersections listed in the EAW. For questions regarding traffic issues, please contact Mehjabeen Rahman at 651-757-2191 or <a href="mailto:Mehjabeen.Rahman@state.mn.us">Mehjabeen.Rahman@state.mn.us</a>.</li> </ul> <p><b>2</b></p> <p><b>3</b> <u>Hazardous Materials</u></p> <p>Regarding the demolition of the Motel 6 hotel property, the Project proposer should also consider recycling as much of the building materials as possible to reduce the volume of material disposed of in the landfill. If you have any questions regarding demolition issues or asbestos and lead paint abatement, please contact Kit Grayson at 218-302-6627 or <a href="mailto:Kit.Grayson@state.mn.us">Kit.Grayson@state.mn.us</a>.</p> <p><b>4</b></p> <p>We appreciate the opportunity to review this Project. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit action(s) by the MPCA. Ultimately, it is the responsibility of the Project proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EA please contact me by email at <a href="mailto:Karen.kromar@state.mn.us">Karen.kromar@state.mn.us</a> or by telephone at 651-757-2508.</p> <p>Sincerely,</p> <p>  Karen Kromar  Project Manager  Environmental Review Unit  Resource Management and Assistance Division</p> <p>KK:bt</p> <p>cc: Dan Card, MPCA, St. Paul  Mehjabeen Rahman, MPCA, St. Paul  Kit Grayson, MPCA, Duluth</p>	<p>1. Comment noted.</p> <p>2. A detour plan and detailed traffic control plan have been developed to address anticipated traffic disruptions. Impacts to all roadways around the project will be minimized with an aim towards reducing delays. All freeway traffic lanes will remain open, with only one ramp being closed and requiring a detour (see below). All other traffic disruptions to the local city street network would be similar to a typical city street project. The city streets are not major through streets with heavy traffic volumes. They primarily serve the neighborhood. Local traffic will always have access and there are multiple local routes that can serve as alternatives if desired. Temporary improvements are not expected to be needed; however, the city will monitor local traffic conditions during construction.</p> <p>The closure of the southbound TH 77 to westbound I-494 ramp will result in a temporary detour for regional traffic. The detour includes using TH 62 and I-35W for both local and regional traffic as shown in <b>Figure 7</b>. No major impacts to local roadways are anticipated due to the detour.</p> <p>No local traffic impacts to the Longfellow Avenue/77th Street intersection are expected as the west leg does not exist today. During the construction of Richfield Parkway and the addition of the cul-de-sac on Old Cedar Avenue S (<b>Figure</b></p>

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	<p><b>4a)</b>, 77th Street will remain closed between Bloomington Ave S and Old Cedar Avenue S. The east leg of the Bloomington Avenue S/E 77th Street intersection will be closed, but access to commercial properties between 77th and 78th Streets will be maintained via 78th Street. 77th Street will reopen to through traffic once construction of Richfield Parkway is completed.</p> <p>3. The contractor responsible for the demolition of the Motel 6 property will be allowed to determine what materials, if any will be recycled. Any regulated materials will be removed and properly disposed of as noted in the EA.</p> <p>4. Permits, as applicable will be applied for and obtained prior to construction.</p>



Comments	Response
<p data-bbox="180 232 359 264">U.S. EPA (1)</p> <div data-bbox="289 321 976 1250">  <p data-bbox="447 349 856 418">UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 5 77 WEST JACKSON BOULEVARD CHICAGO, IL 60604-3590</p> <p data-bbox="590 430 703 451">APR 29 2019</p> <p data-bbox="737 483 892 495">REPLY TO THE ATTENTION OF:</p> <p data-bbox="289 503 527 581">Ryan Hixon, Area Engineer Federal Highway Administration 380 Jackson Street, Suite 500 St. Paul, Minnesota 55101</p> <p data-bbox="289 602 499 682">Jeff Pearson, City Engineer City of Richfield 6700 Portland Avenue South Richfield, Minnesota 55423</p> <p data-bbox="289 703 915 743">Re: Environmental Assessment and Section 4(f) Evaluation for 77<sup>th</sup> Street Extension, Richfield, Minnesota</p> <p data-bbox="289 764 531 784">Dear Mr. Hixon and Mr. Pearson:</p> <p data-bbox="289 805 961 906">The United States Environmental Protection Agency (EPA) has reviewed the Federal Highway Administration (FHWA) / City of Richfield (City), Minnesota referenced Environmental Assessment (EA) and Section 4(f) Evaluation. We are providing comments pursuant to our authorities under the National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) regulations (40 CFR Parts 1500-1508), and Section 309 of the Clean Air Act.</p> <p data-bbox="289 927 976 1088">The purpose of the project is: 1) to improve mobility and connectivity on the A Minor Arterial Reliever Network (77<sup>th</sup> Street in the City of Richfield) for the area north of I-494, and 2) provide motorized and non-motorized users connectivity across Trunk Highway 77 (TH 77). The City proposes to extend 77<sup>th</sup> Street under TH 77 to connect to Longfellow Avenue. The EA identified preferred alternative includes the following elements: construct 0.36 mile of new four-lane road narrowing to two-lanes under TH 77; construct new TH 77 bridges and ramps for TH 77 and I-494; reconstruct Ramps 1H and 1G; construct new two-lane divided roadway (Richfield Parkway) and parking lanes connecting 77<sup>th</sup> Street to 76<sup>th</sup> Street; and construct trail and sidewalk.</p> <p data-bbox="289 1109 976 1188">The National Climate Assessment finds that in the Midwest extreme heat, heavy downpours, and flooding will affect infrastructure and water quality.<sup>1</sup> It is important for FHWA and the City to consider the current condition and likely integrity of the project's physical infrastructure and its environmental impacts over the life of the proposed project.</p> <div data-bbox="237 1201 976 1250"> <p><b>1</b> <u>Stormwater Management</u>: Proposed new roadways, parking areas, and sidewalks would increase impervious surface. Two new stormwater ponds, along with connecting piping and outlet</p> </div> </div> <div data-bbox="289 1279 934 1315"> <p><sup>1</sup> U.S. Global change Research Program, 2018 Fourth National Climate Assessment, Volume II, available at: <a href="https://nca2018.globalchange.gov/">https://nca2018.globalchange.gov/</a></p> </div> <div data-bbox="384 1369 915 1385"> <p>Recycled/Recyclable • Printed With Vegetable Oil Based Inks on 100% Recycled Paper (100% Post-Consumer)</p> </div>	<p data-bbox="1165 232 1848 743">1. As a point of clarification, the underground drainage system is part of the mitigation for impacts to Washington Park and will be constructed as part of the 77th Street project as shown in <b>Figure 4c</b>. The drainage design for Washington Park includes a large subsurface storage system to mitigate for the impacts to the existing storage that currently occurs above ground in the park. The proposed park improvements will be largely pervious surfaces which reduces the runoff volume. The proposed underground storage system also provides for water quality treatment capacity for the tributary area.</p>

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<p>U.S. EPA (2)</p> <p>2</p> <p>structures, are proposed to address drainage issues, including the sag point created by the proposed underpass. The EA identifies that localized flooding currently exists in the project area within Washington Park. While not part of this project, the EA discloses that the City will make drainage modifications, including a subsurface storage system, to improve conditions within Washington Park.</p> <p><b>2</b> <u>Recommendations:</u> When FHWA updates the EA we recommend the document identify how the project's environmental impacts may change with increases in average temperature and increases in the frequency and intensity of precipitation events. Identify whether the project's proposed stormwater ponds may be used to handle stormwater runoff from the future redesign drainage plans for Washington Park. If needed, incorporate resiliency and adaptation measures for this project. To better manage the quantity and quality of stormwater runoff, consider using permeable pavement for parking areas and sidewalks, and incorporate rain gardens as part of this project's design and the future redesign of Washington Park. See EPA's Adaptation Resource Center<sup>2</sup> for additional information.</p> <p><b>3</b></p> <p><b>4</b></p> <p>The project area has a higher proportion of minority and low-income individuals than found within Hennepin County as a whole.</p> <p><b>6</b> <u>Acquisition and Relocation:</u> There are no residential relocations associated with the proposal. However, one business, Motel 6, would be acquired. Motel 6 has 25 to 50 workers. However, the EA does not identify how the loss of Motel 6 might impact the economic status of the current workers. For example, do current Motel 6 workers walk to work or commute from outside the project area? If workers live in or near the project area, are there comparable jobs available in the project area? If not, does the City have a plan to help these workers find comparable or better employment? Would displaced workers be offered training and project construction jobs?</p> <p><u>Recommendation:</u> EPA recommends the updated EA include an analysis of the potential economic impacts to Motel 6 workers due to the proposal and identify mitigation measures to compensate for impacts identified. For helpful information, see Environmental Justice Interagency Working Group "Promising Practices for EJ Methodologies in NEPA Reviews" available at: <a href="https://www.epa.gov/environmental-justice/ej-iwg-promising-practices-ej-methodologies-nepa-reviews">https://www.epa.gov/environmental-justice/ej-iwg-promising-practices-ej-methodologies-nepa-reviews</a>.</p> <p><u>Noise Impacts / Noise Barrier:</u> Preliminary analysis indicates one potential noise barrier would be considered both feasible and reasonable. The final disposition of the noise wall will be made based on property owner and resident feedback. The EA discloses a low response rate to the initial voting process on the noise wall. A second round of voting is currently underway.</p> <p><b>7</b> <u>Recommendation:</u> We recommend the updated EA disclose the results of the second voting process and the determination of whether a noise wall will be constructed.</p> <p><sup>2</sup> EPA's Climate Adaptation Resource Center, available at: <a href="https://www.epa.gov/arc-x">https://www.epa.gov/arc-x</a></p>	<p>2. The primary impact for the project due to increases in frequency and intensity of precipitation are for the underpass major sag point. The downstream storm sewer system that the proposed Richfield Dry Pond discharges into is under capacity. The flap gate that is proposed will prevent backflow from the downstream system from flooding the Richfield Dry Pond. The pond was designed with capacity for the 100-year Atlas 14 rainfall frequency and intensities with three feet of freeboard. As precipitation changes, the three feet of freeboard provides the redundancy to reduce the potential for flooding of the sag point of the underpass.</p> <p>3. Drainage modifications within Washington Park, including underground water storage, will be part of this project and will be designed to address existing localized flooding issues within Washington Park. Measures outside of the park (the proposed stormwater ponds) are not required and modifications to the proposed ponds for highway improvements would not be allowed to include water from the park per MnDOT practices.</p> <p>4. Resiliency and adaptation measures are not required to be incorporated into the project at this time. However, as noted above (#2), measures have been incorporated.</p> <p>5. The City has chosen not to include these items as part of the roadway or park improvements.</p>


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	<p>Runoff is being properly treated using other BMPs.</p> <p>6. The EA noted the presence of EJ populations in the area, including the apartment complexes located adjacent to the Motel 6. Original alternatives developed for this project (Figure 16 in the EA/<b>Figure 8</b> in this document) impacted these residential areas. Efforts were made to develop an alternative that avoided direct impacts to populations living in the project area.</p> <p>While the Motel 6 hires minority populations and pays wages that would result in a majority of the employees being classified as low income, there were not opportunities to avoid the motel property and still construct the new roadway connection and reconstruct the freeway ramps without additional impacts to Washington Park, a Section 4f resource and the adjacent apartment complexes which are homes for EJ populations. The impacts associated with going through these resources was considered greater than impacting the Motel 6 property.</p> <p>Additionally, while the hotel may have provided jobs to low-income individuals, it was also a business of concern to the neighborhood. When this project started, it was noted by adjacent property owners and the city that the police were frequently called to the site due to problems with drugs and prostitution. This situation not only</p>



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	<p>impacted the neighborhood, but hotel employees as well. For the past 5 years, there were, on average, over 500 calls a year to the site. That is more than one call a day on average. Records from the city of Richfield Police Department indicate the following:</p> <ul style="list-style-type: none"> <li>• 2014 - 527 calls</li> <li>• 2015 - 532 calls</li> <li>• 2016 - 590 calls</li> <li>• 2017 - 563 calls</li> <li>• 2018 - 495 calls</li> </ul> <p>The surrounding neighborhood is supportive of the removal of the Motel 6.</p> <p>In terms of economic impacts to workers, the Motel 6 property is located in an area with substantial hotel industry employment due to its proximity to Minneapolis-St. Paul International Airport (MSP) and the Mall of America. <b>Figures 9</b> display data on the number of accommodation and food service industry jobs within a five-mile radius of the property according to NAICS codes. Distinct clusters emerge around the Mall of America, MSP Airport, and the I-494 corridor, both of which are within less than three miles from the Motel 6.</p> <p><b>Table 1</b> quantifies the number of jobs in the hotel industry near the Motel 6 property. As shown in the table, there are numerous employment</p>

Comments	Response												
	<p>opportunities in the vicinity.</p> <p><b>Table 1: Nearby “Accommodation” Industry Employment</b></p> <table><tr><th>Distance from Motel 6</th><th>Number of Businesses</th><th>Number of Employees</th></tr><tr><td>1 Mile</td><td>21</td><td>1,584</td></tr><tr><td>3 Miles</td><td>39</td><td>2,520</td></tr><tr><td>5 Miles</td><td>77</td><td>4,081</td></tr></table> <p>Given the local cluster of employment in the hotel industry and an unemployment rate of 3.1 percent for the Bloomington/Richfield area, it should not be difficult for displaced workers to find new positions within the same sector.</p> <p>In terms of workers and their ability to get to other places of employment, there is substantial transit service that links the neighborhood to concentrations of nearby hotels. There are also trails and other facilities for those that choose to walk or bike. <b>Figures 9</b> show transit service and bicycle facilities, concentrations of hotel and food service industry employment, MSP International Airport (which has a hotel), and Mall of America (which also has hotels as part of its complex).</p> <p>Hotel workers were given the opportunity to seek employment at other properties owned by the hospitality company that operated the Motel 6. Unemployment benefits were extended to displaced workers if they chose not to pursue this</p>	Distance from Motel 6	Number of Businesses	Number of Employees	1 Mile	21	1,584	3 Miles	39	2,520	5 Miles	77	4,081
Distance from Motel 6	Number of Businesses	Number of Employees											
1 Mile	21	1,584											
3 Miles	39	2,520											
5 Miles	77	4,081											

Comments	Response
	<p>option.</p> <p>Hotel workers will not be provided construction jobs as part of the 77th Street project. The skill sets required to operate construction equipment are not quickly learned and they are different than the skill set to provide cleaning, custodial, and front desk services in a hotel.</p> <p>7. The second voting process has been completed. In total, 58 percent of all possible voting points were received. Over 95 percent of voting points were in support, therefore a noise wall will be constructed as part of the project.</p>

Comments	Response
<p>U.S. EPA (3)</p> <hr/> <p style="text-align: center;">3</p> <p>Because of the low initial citizen feedback, we recommend the City consider reassessing and, if needed, refine its public involvement/outreach efforts. For helpful information see "<i>Promising Practices for EJ Methodologies in NEPA Reviews</i>" recommended earlier. In addition to consideration of a noise wall, we encourage use of strategically placed vegetation to reduce noise and visual impacts.</p> <p><b>8</b> <u>Construction Impacts / Air Quality</u>: To protect air quality for the people who live near, work and/or play in the project area during construction, we recommend project proponents consider strategies to reduce diesel emissions, such as project construction contracts that require the use of equipment with clean diesel engines and limits on the length of time equipment idles when not in active use. EPA recommends idling not exceed five minutes. See the enclosed <u>Diesel Emission Reduction Checklist</u> for information regarding ways to reduce construction equipment diesel emissions.</p> <p>Thank you for the opportunity to review and comment on the EA. EPA requests a copy of FHWA's final NEPA determination when available. If you have any questions regarding our comments, contact lead NEPA reviewer Virginia Laszewski of my staff by phone: (312) 886-7501 or email: <a href="mailto:laszewski.virginia@epa.gov">laszewski.virginia@epa.gov</a>.</p> <p>Sincerely,</p>  <p>Kenneth A. Westlake Deputy Director, Office of Multimedia Programs Office of the Regional Administrator</p> <p>Enclosure: Diesel Emission Reduction Checklist</p> <p>cc (email): Gary Reihl, Minnesota Department of Transportation, State Aid, MS 500, 395 John Ireland Blvd., Saint Paul, Minnesota 55155, <a href="mailto:gary.reihl@state.mn.us">gary.reihl@state.mn.us</a></p>	<p>8. Comment noted. These measures will be considered as part of construction.</p>

Comments	Response
<p data-bbox="186 235 359 264">U.S. EPA (4)</p> <div data-bbox="869 289 974 313" style="text-align: center;"><i>Enclosure</i></div> <p data-bbox="342 375 924 394"><b><u>U.S. Environmental Protection Agency - Diesel Emission Reduction Checklist</u></b></p> <ul data-bbox="317 415 974 1079" style="list-style-type: none"> <li>• Use low-sulfur diesel fuel (15 ppm sulfur maximum) in construction vehicles and equipment.</li> <li>• Retrofit engines with an exhaust filtration device to capture diesel particulate matter before it enters the construction site.</li> <li>• Position the exhaust pipe so that diesel fumes are directed away from the operator and nearby workers, reducing the fume concentration to which personnel are exposed.</li> <li>• Use catalytic converters to reduce carbon monoxide, aldehydes, and hydrocarbons in diesel fumes. These devices must be used with low sulfur fuels.</li> <li>• Use enclosed, climate-controlled cabs pressurized and equipped with high efficiency particulate air (HEPA) filters to reduce the operators' exposure to diesel fumes. Pressurization ensures that air moves from inside to outside. HEPA filters ensure that any incoming air is filtered first.</li> <li>• Regularly maintain diesel engines, which is essential to keep exhaust emissions low. Follow the manufacturer's recommended maintenance schedule and procedures. Smoke color can signal the need for maintenance. For example, blue/black smoke indicates that an engine requires servicing or tuning.</li> <li>• Reduce exposure through work practices and training, such as turning off engines when vehicles are stopped for more than a few minutes, training diesel-equipment operators to perform routine inspection, and maintaining filtration devices.</li> <li>• Repower older vehicles and/or equipment with diesel- or alternatively-fueled engines certified to meet newer, more stringent emissions standards. Purchase new vehicles that are equipped with the most advanced emission control systems available.</li> <li>• Use electric starting aids such as block heaters with older vehicles to warm the engine reduces diesel emissions.</li> <li>• Use respirators, which are only an interim measure to control exposure to diesel emissions. In most cases, an N95 respirator is adequate. Workers must be trained and fit-tested before they wear respirators. Depending on work being conducted, and if oil is present, concentrations of particulates present will determine the efficiency and type of mask and respirator. Personnel familiar with the selection, care, and use of respirators must perform the fit testing. Respirators must bear a NIOSH approval number.</li> </ul> <p data-bbox="291 1092 974 1177">Per Executive Order 13045 on Children's Health<sup>1</sup>, EPA recommends operators and workers<sup>2</sup> pay particular attention to worksite proximity to places where children live, learn, and play, such as homes, schools, daycare centers, and playgrounds. Diesel emission reduction measures should be strictly implemented near these locations in order to be protective</p> <p data-bbox="291 1222 974 1325"><sup>1</sup> Children may be more highly exposed to contaminants because they generally eat more food, drink more water, and have higher inhalation rates relative to their size. Also, children's normal activities, such as putting their hands in their mouths or playing on the ground, can result in higher exposures to contaminants as compared with adults. Children may be more vulnerable to the toxic effects of contaminants because their bodies and systems are not fully developed and their growing organs are more easily harmed. EPA views childhood as a sequence of life stages, from conception through fetal development, infancy, and adolescence.</p>	

VII. RECOMMENDATION FOR FINDING OF NO SIGNIFICANT IMPACT

The proposed project is the construction of 0.36 mile of a new four-lane road connecting 77th Street to Longfellow Avenue; construction of new bridges carrying TH 77 (Bridge #27R37 and #27R38) and ramps for TH 77 and I-494 (Bridge #27R35 and #27R36); reconstruction of Ramps 1H and 1G; construction of Richfield Parkway; and construction of a multiuse trail and sidewalk.

Based on the documentation of impacts in the EA and this EA Update, and the comments received in response to the public comment period, the City Council has issued a negative declaration (Appendix H) that the project does not have the potential for significant environmental effects and recommends that the Federal Highway Administration prepare a Finding Of No Significant Impact (FONSI) for this project.

VIII. PROJECT MANAGER

Name/Title: Kristin Asher, Public Works Director  
Address: 6700 Portland Avenue, Richfield, MN  
Phone: 612-861-9795  
Email address: [kasher@richfieldmn.gov](mailto:kasher@richfieldmn.gov)

## LIST OF APPENDICES

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Appendix B - Three Rivers Park District Coordination

Appendix C - Noise Wall Voting Information

Appendix D - Affidavits of Publication and Certificate of Compliance

Appendix E - Agency Comment Letters

Appendix F - EA Distribution List

Appendix G - MnPASS Communication

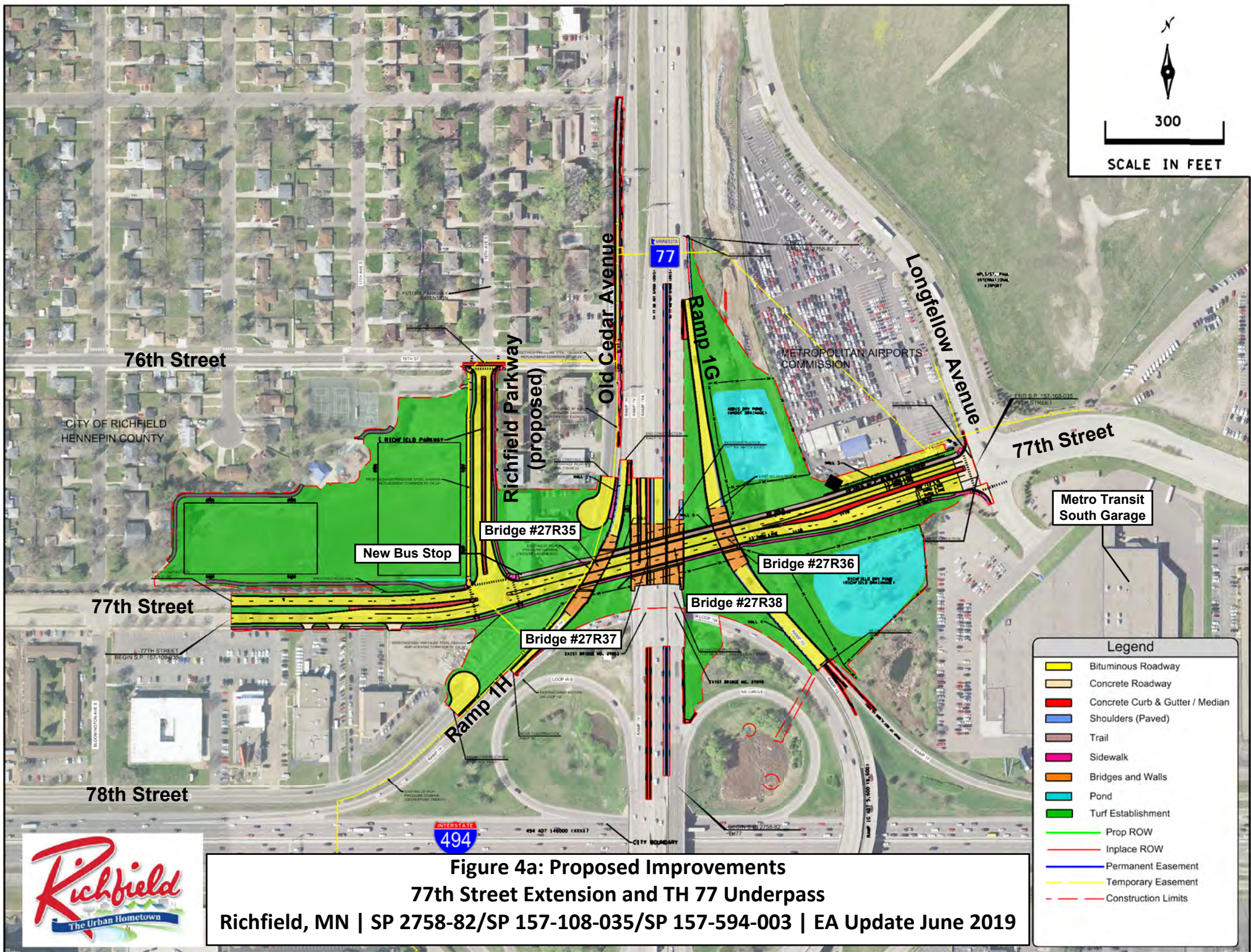
Appendix H - Negative Declaration

# APPENDIX A

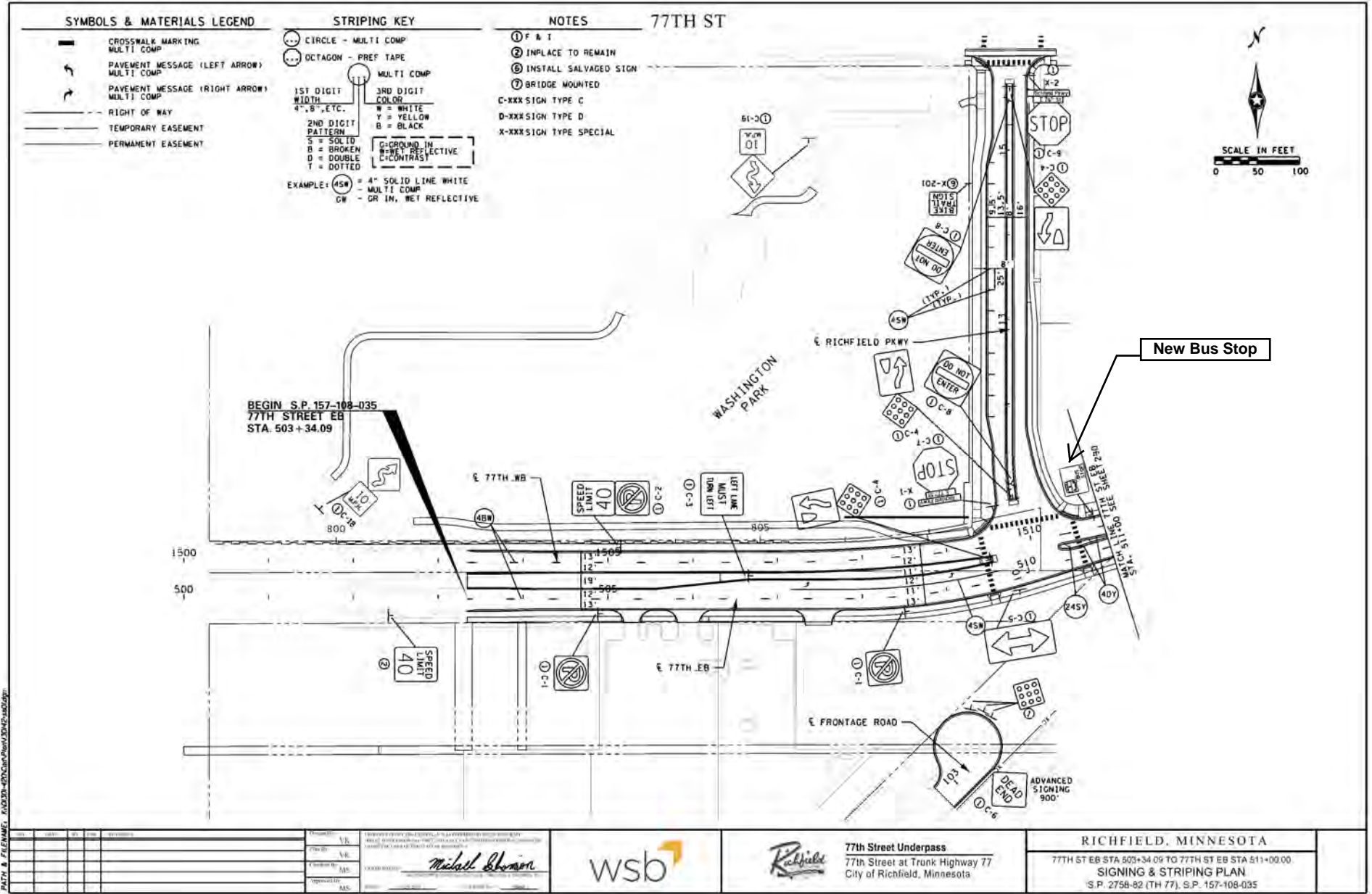
## Figures

1. Figure 4a - Proposed Improvements
2. Figure 4b - 77th Street & Richfield Parkway Bus Stop
3. Figure 4c - Proposed Improvements - Washington Park
4. Figure 5 - Nine Mile Creek Trail Master Plan - Intercity Trail Temporary Occupancy
5. Figure 6 - Noise Monitoring Sites, Receptors, and Analyzed Barrier Locations
6. Figure 7 - SB TH 77 to WB TH 494 Ramp Closure Detour Route
7. Figure 8 - Old Cedar Avenue Realignment Alternative
8. Figure 9a - Accommodation/Food Service Employment Proximity - LRT/BRT
9. Figure 9b - Accommodation/Food Service Employment Proximity - Local/Express Bus
10. Figure 9c - Accommodation/Food Service Employment Proximity - Bicycle Facilities







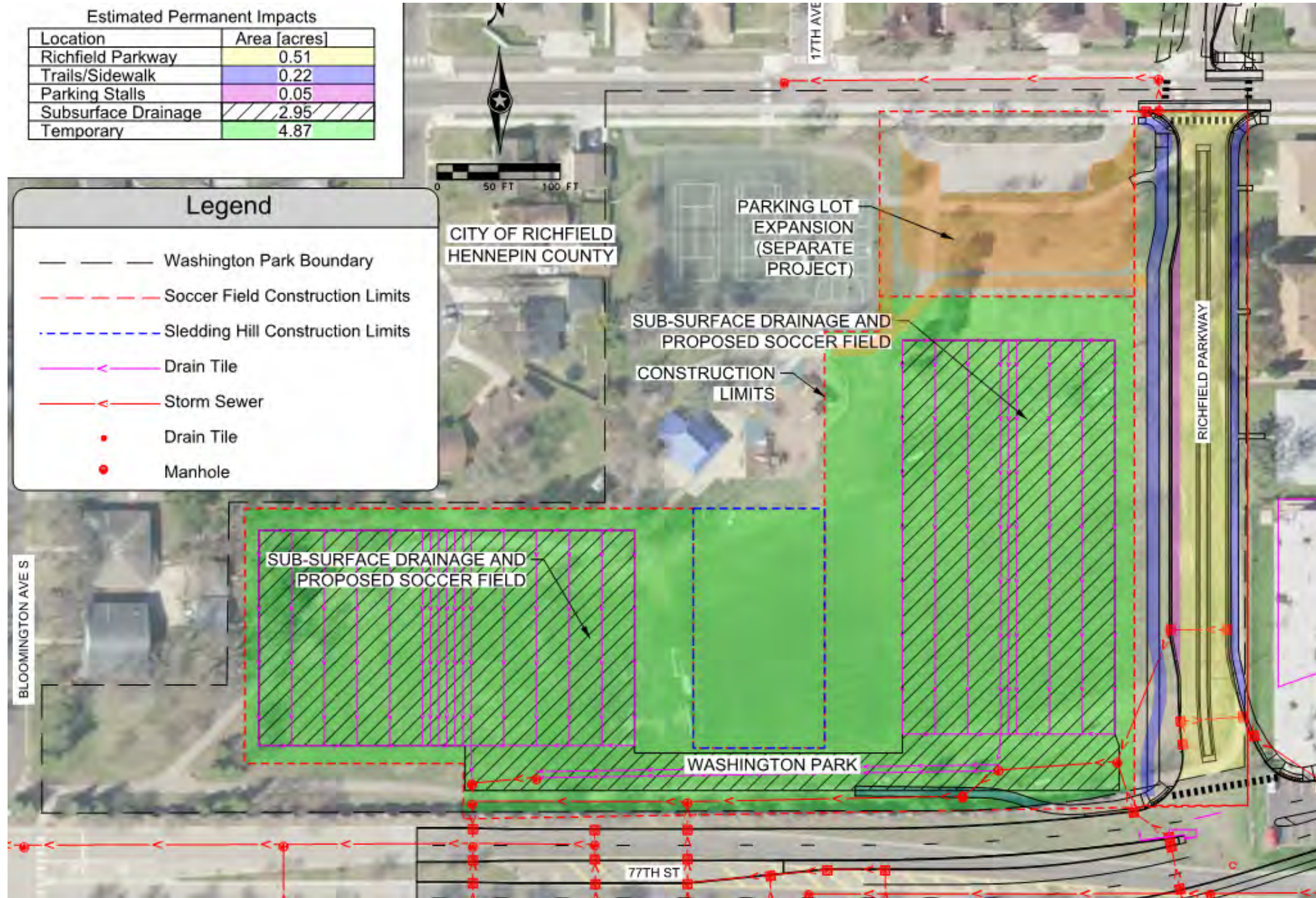


**Figure 4b: 77th Street & Richfield Parkway Bus Stop**  
**77th Street Extension and TH 77 Underpass**

**Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**





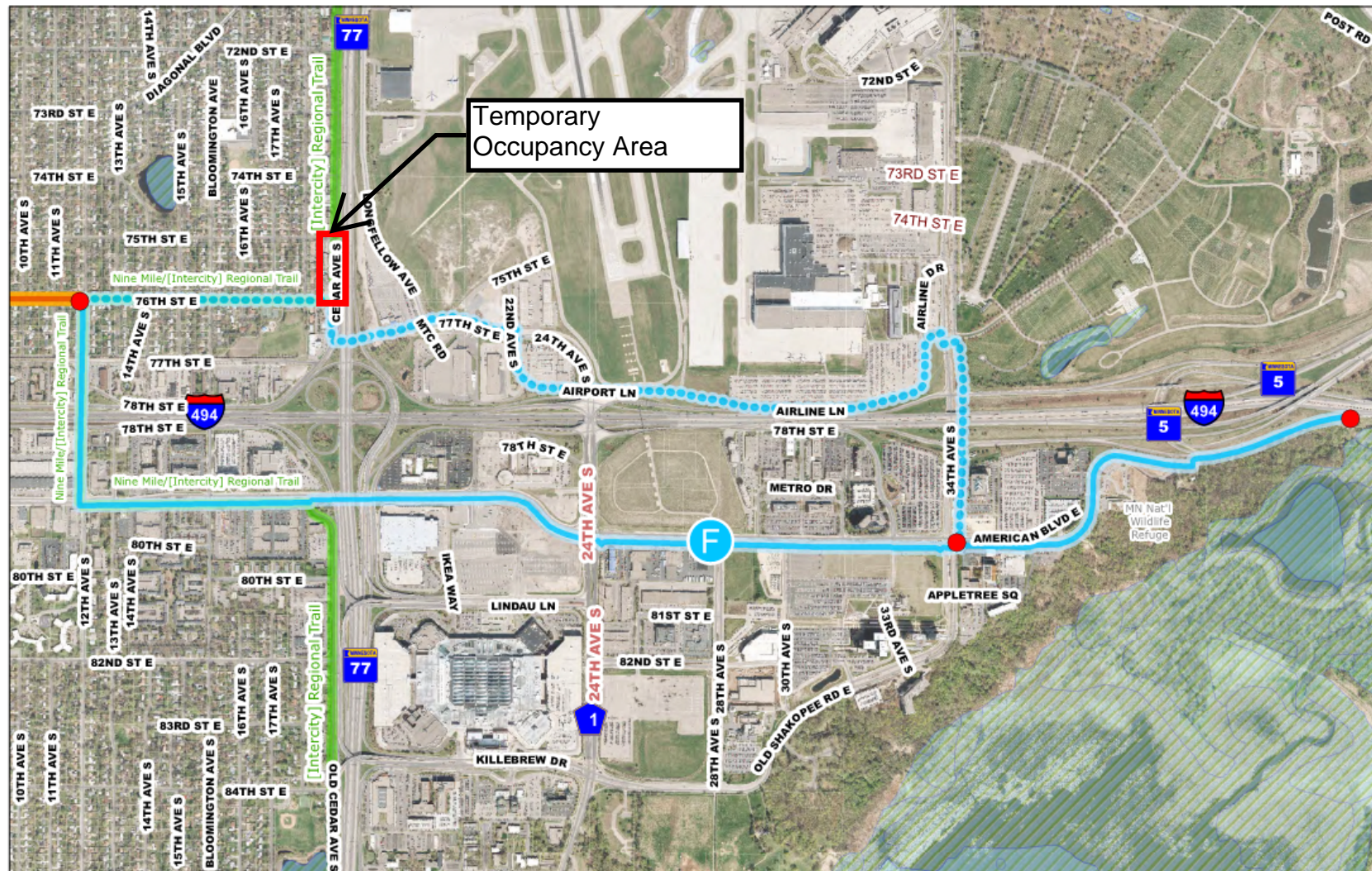


**Figure 4c: Proposed Improvements - Washington Park  
77th Street Extension and TH 77 Underpass**

**Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**







## Nine Mile Creek Regional Trail | Bloomington

Map prepared by Three Rivers Park District  
Planning Department - AR September 11, 2013

This GIS Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The user acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

0 0.125 0.25 0.5 Miles



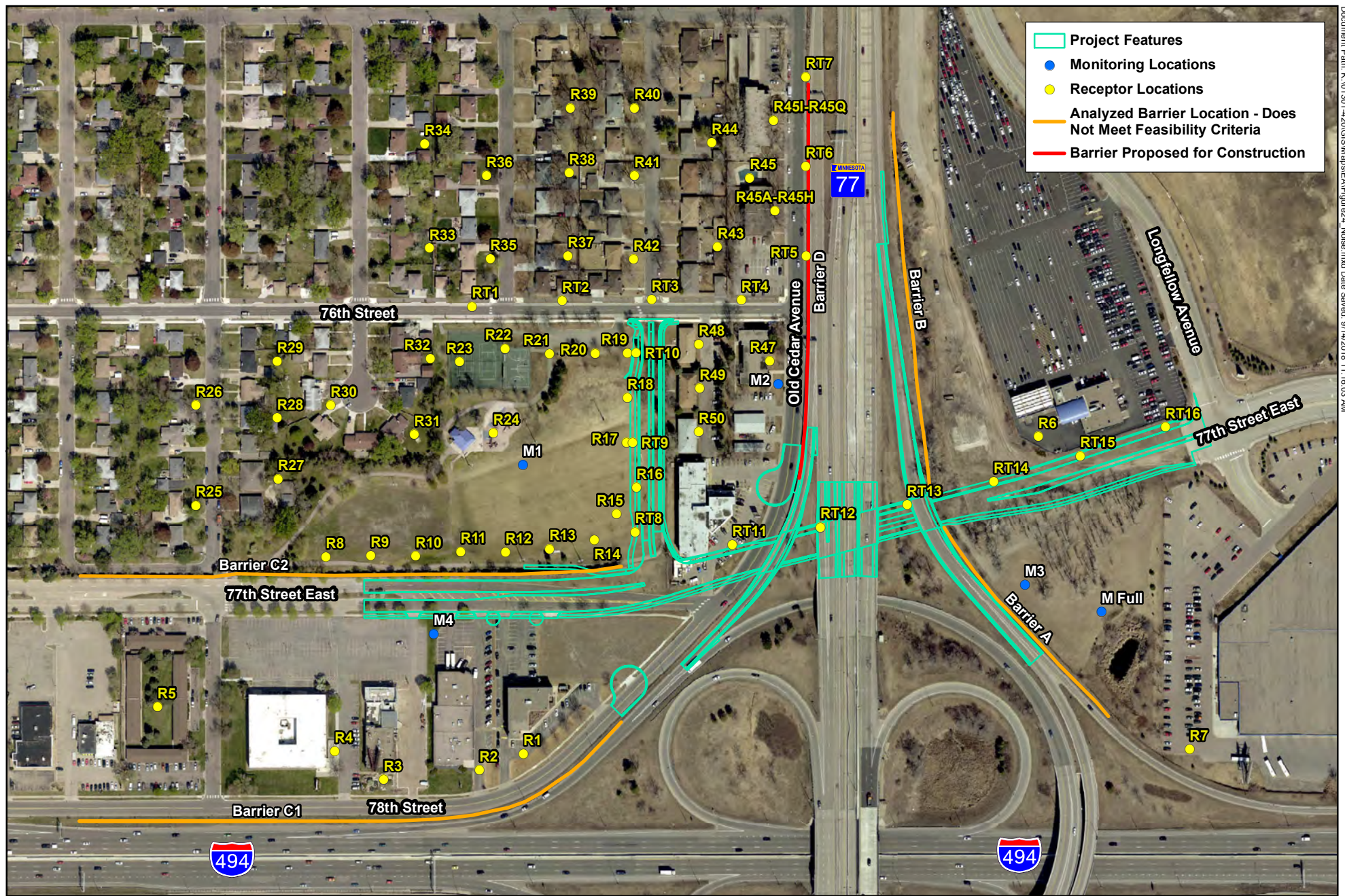
*Three Rivers*  
PARK DISTRICT



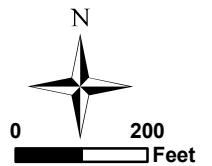
**Figure 5: Nine Mile Creek Trail Master Plan - Intercity Trail Temporary Occupancy  
77th Street Extension and TH 77 Underpass (Richfield)**

**SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**

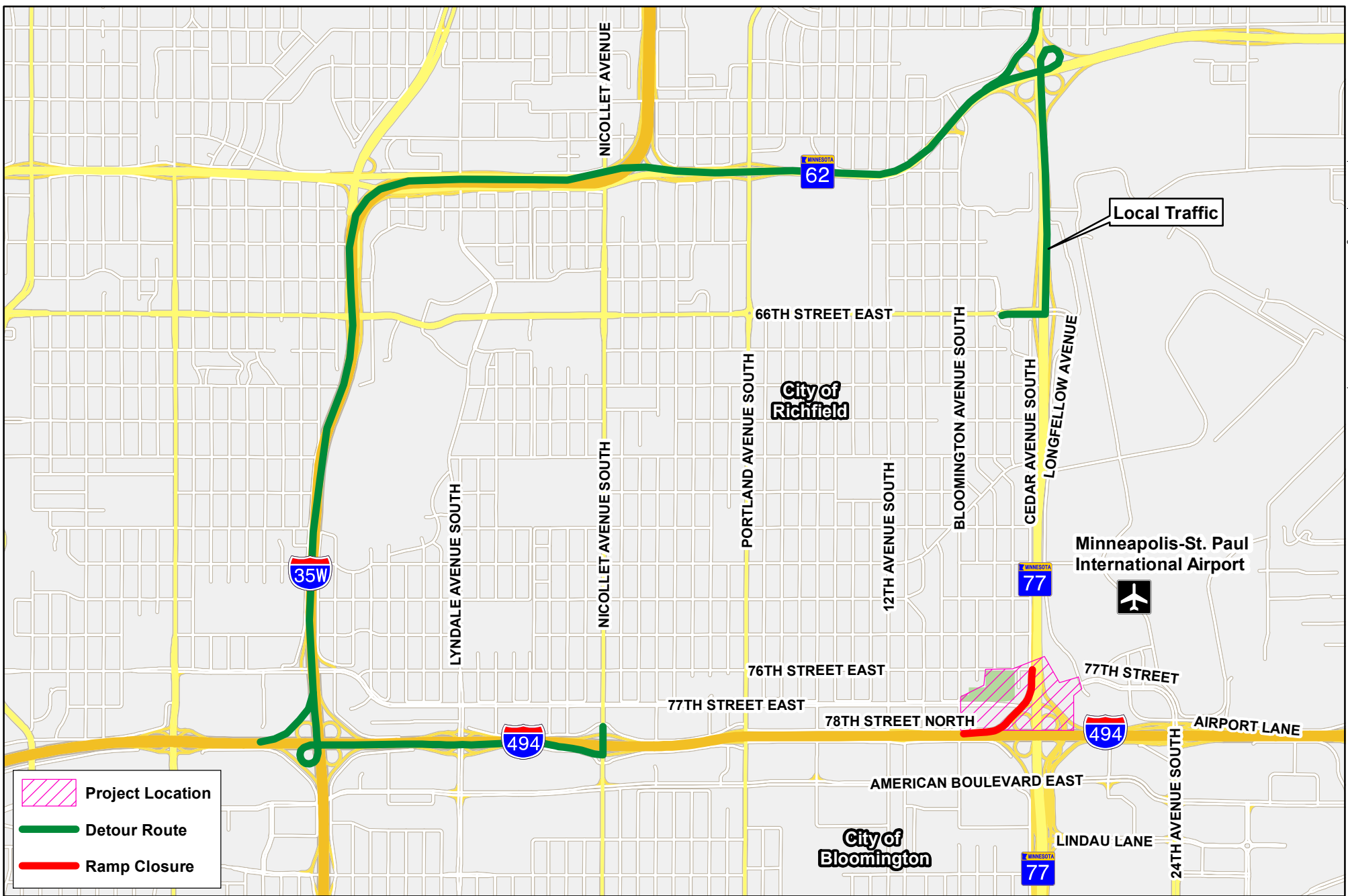




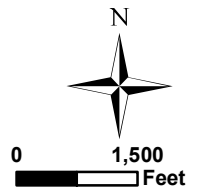
**Figure 6: Noise Monitoring Sites, Receptors, and Analyzed Barrier Locations**  
**77th Street Extension and TH 77 Underpass**  
 Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019

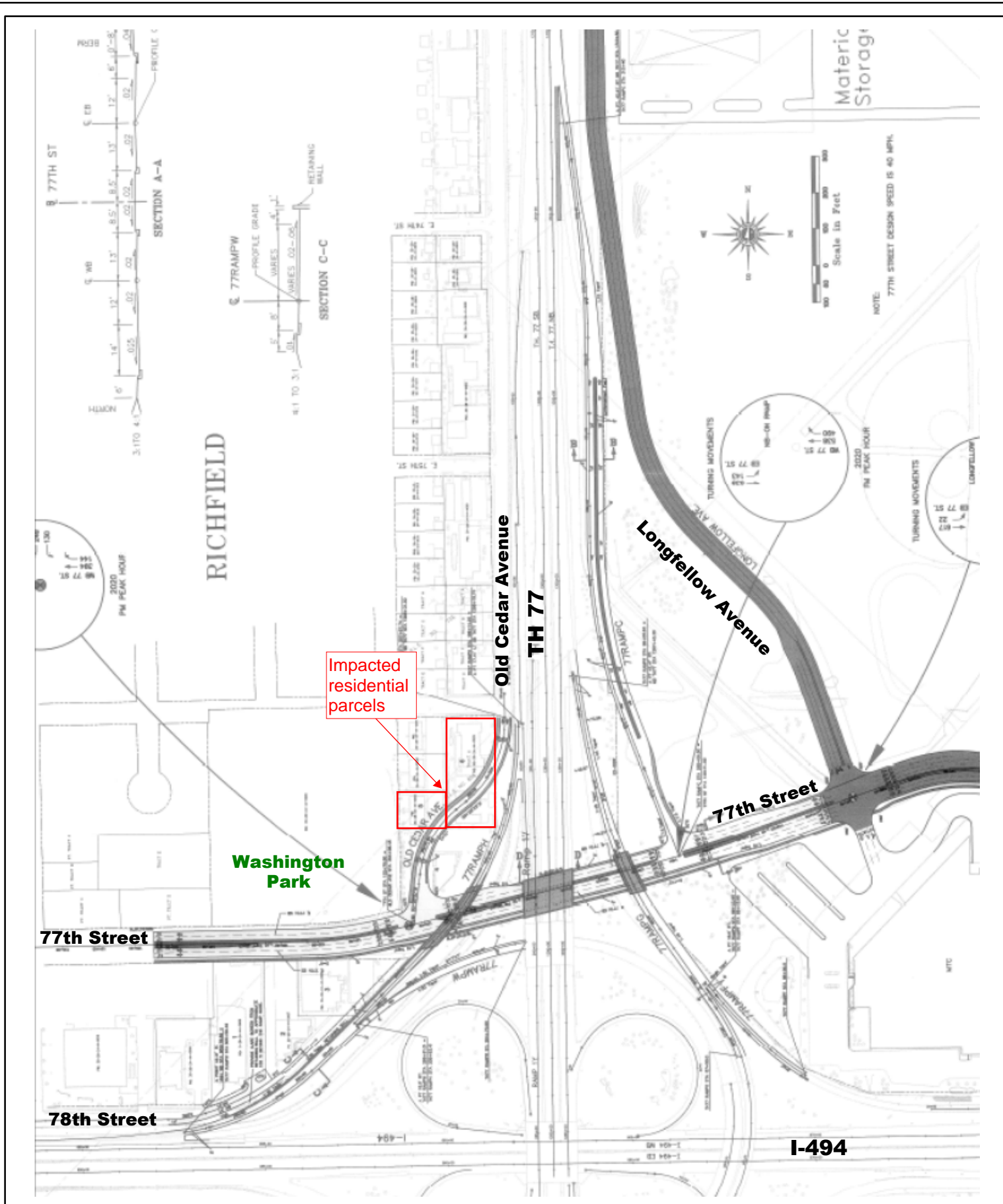






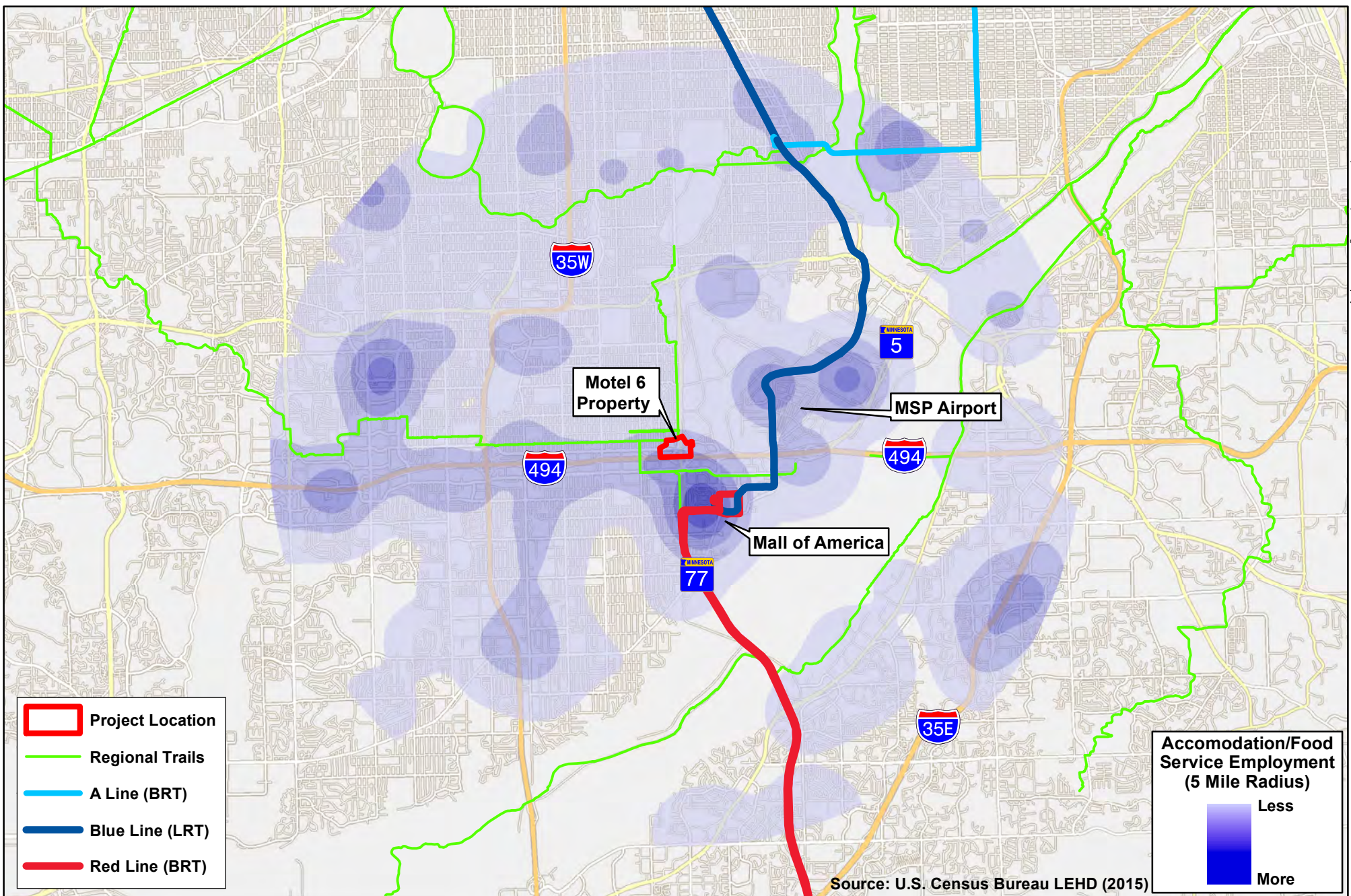
**Figure 7: SB TH 77 to WB TH 494 Ramp Closure Detour Route**  
**77th Street Extension and TH 77 Underpass**  
**Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**



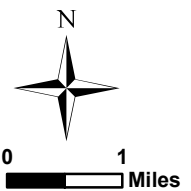


**Figure 8: Old Cedar Avenue Realignment Alternative  
77th Street Extension and TH 77 Underpass**

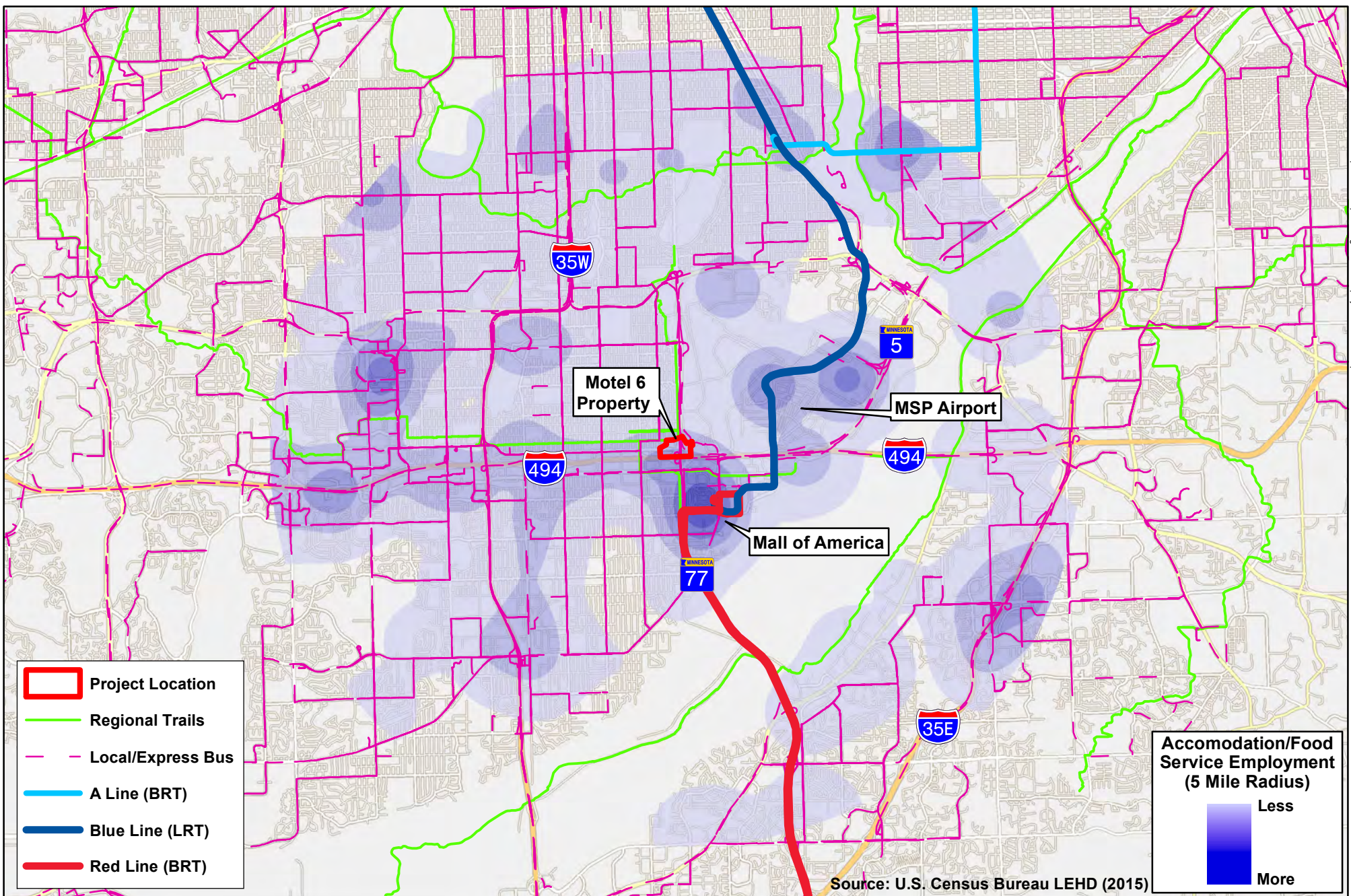




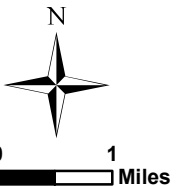
**Figure 9a: Accommodation/Food Service Employment Proximity - LRT/BRT**  
**77th Street Extension and TH 77 Underpass**  
**Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**



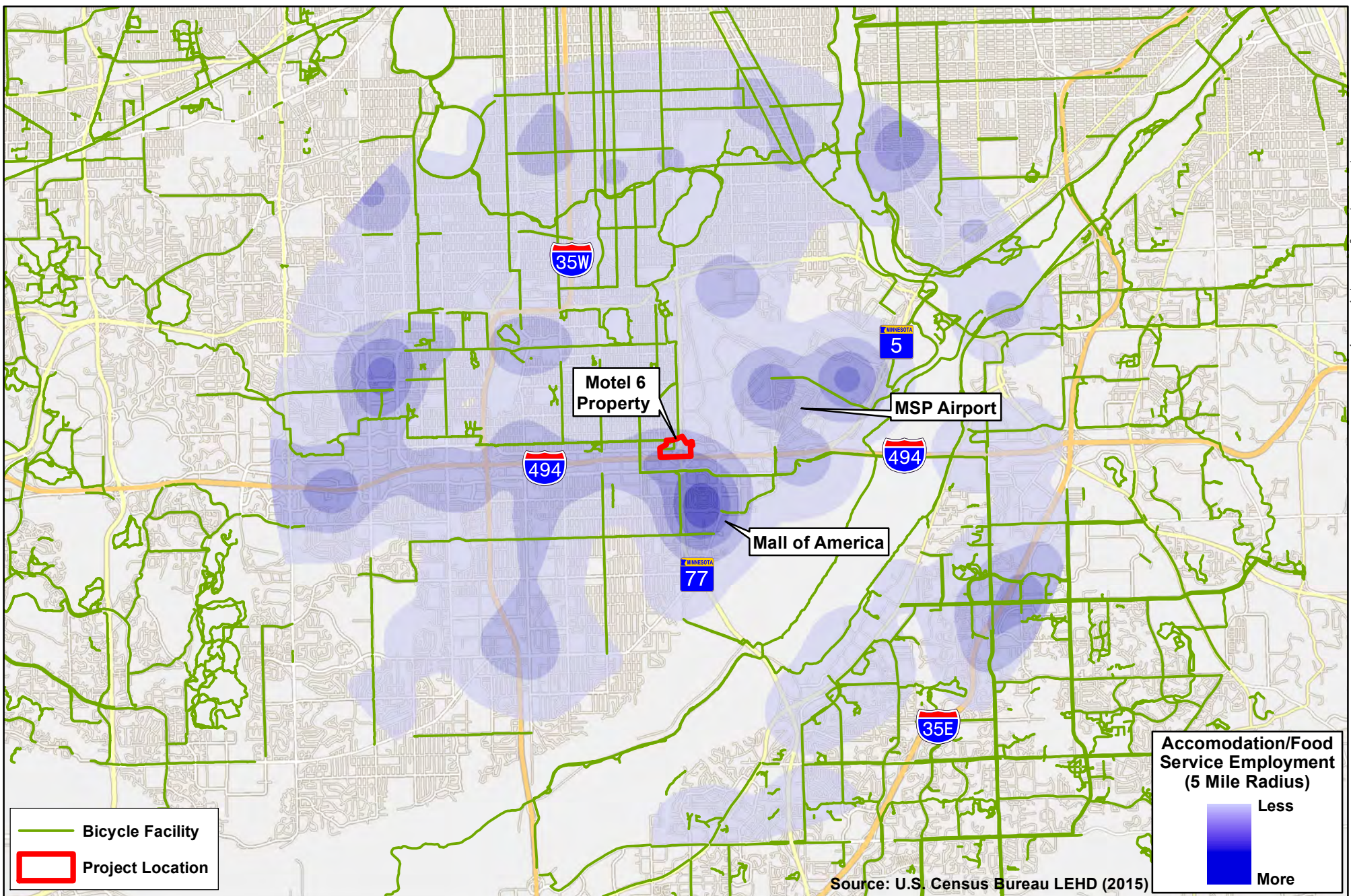




**Figure 9b: Accommodation/Food Service Employment Proximity - Local/Express Bus  
77th Street Extension and TH 77 Underpass**  
Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019

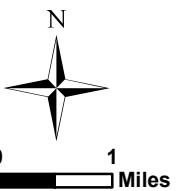






**Figure 9c: Accommodation/Food Service Employment Proximity - Bicycle Facilities**  
**77th Street Extension and TH 77 Underpass**

**Richfield, MN | SP 2758-82/SP 157-108-035/SP 157-594-003 | EA Update June 2019**



## APPENDIX B

### Three Rivers Park District Coordination





## Public Works Department

April 16, 2019

**MAYOR**  
MARIA REGAN  
GONZALEZ

Mr. Danny McCullough  
Regional Trail System Manager  
Three Rivers Park District – Department of Planning  
3000 Xenium Lane  
Plymouth, MN 55441

**CITY COUNCIL**  
EDWINA GARCIA  
MARY SUPPLE  
SIMON TRAUTMANN  
BEN WHALEN

Subject: SP 157-108-035, 157-594-003, 2758-82  
77th Street East Extension  
City of Richfield  
Section 4(f) Temporary Occupancy of the Intercity Trail (also known as Nokomis-Minnesota River Regional Trail)

**CITY MANAGER**  
KATIE RODRIGUEZ

Dear Mr. McCullough:

The City of Richfield is preparing plans for the 77th Street East Extension Project. The proposed project will result in temporary occupancy of the existing Intercity Trail, a Section 4(f) resource, which is in right of way owned by MnDOT.

To construct improvements associated with the noise wall of the project, a portion of the Intercity Trail between approximately 75th and 76th Streets along Cedar Avenue South will incur a temporary occupancy. During construction of the noise wall, the segment between 75th and 76th Streets will be closed, and users will have to shift to the sidewalk located on the west side of Cedar Avenue South and the roadway (for more experienced bicyclists that do not want to ride on the sidewalk). Cedar Avenue South is a low-speed roadway with approximately 2,000 vehicles a day.

As per the Federal Register Rules and Regulations 23 CFR 774.13(d), the temporary relocation of the trail segment between 75th and 76th Streets to the sidewalk along Cedar Avenue South and to Cedar Avenue South itself for more experienced cyclists may be considered a temporary occupancy of Section 4(f) lands. A temporary occupancy may not constitute a Section 4(f) use when all the conditions listed below are satisfied:

- The duration of the occupancy will be temporary in nature (i.e., less than the time needed for the construction of the project).

The segment of trail will remain as it currently operates for much of the construction work. The relocation of the trail is needed for the construction of the noise wall along the east side of Cedar Avenue South.

April 16, 2019

Page 2

- There will be no change in ownership of the land.

The trail will remain the property of Three Rivers Park District and Cedar Avenue South will remain under MnDOT jurisdiction.

- The scope of work to be performed will be minor (i.e., both the nature and magnitude of the changes to the Section 4(f) property are minimal).

The Intercity Trail between approximately 75th and 76th Streets will have to be temporarily closed while work on the noise wall is being completed. Trail traffic will be crossed to the other side of Cedar Avenue South and put on the existing sidewalk (for pedestrians and less experienced bicyclists) and on Cedar Avenue South for the more experienced cyclists. These locations are directly across from the existing trail. Construction of the wall may impact the trail. If it does, the trail will be reconstructed and put back into pre-construction or better condition. Once construction of the wall is completed and any reconstruction of trail facilities are done, it will be opened to the public.

- There are no anticipated permanent adverse physical impacts nor there any interference with the activities or purposes of the property, on either a permanent or temporary basis.

As noted above, trail users (pedestrians and inexperienced bicyclists) will be directed to the sidewalk on the other side of Cedar Avenue South and the more experienced riders can ride on Cedar Avenue South during construction of the wall and if any repairs are needed to the trail itself. This will be a temporary condition only.

Once wall construction in the area is complete, the trail will be returned into pre-construction condition or better and opened to the public. There will be no permanent impacts to the trail or the underlying use/purposes of the property.

- The land being used will be fully restored to a condition that is at least as good as the condition that existed prior to the project.

The project will not result in the trail deteriorating. The trail will be restored to a condition that is at least as good as the condition that existed prior to construction of the project.

- There must be document agreement of the official(s) with jurisdiction over the Section 4(f) resource regarding the above conditions.

*Your signature on this document agreeing to the information regarding the temporary use of the trail as outlined above constitute your concurrence with the assessment of impacts to the Intercity Trail in your role as an official with jurisdiction over the trail resource.*

April 16, 2019

Page 3

Please indicate your concurrence with the work proposed and that the above conditions are met by signing below. Please forward the signed original back to me for our records. If you have any questions regarding this matter, please contact me at your earliest convenience at (612) 861-9791 or [jpearson@richfieldmn.gov](mailto:jpearson@richfieldmn.gov). If you do not concur with our assessment of impacts to the Intercity Trail, please respond in writing with a reference to this letter. Thank you.

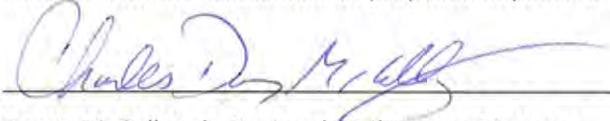
Sincerely,



Jeff Pearson  
City Engineer  
City of Richfield

---

I concur with the assessment of proposed impacts to the Intercity Trail as described above.



Danny McCullough, Regional Trail System Manager

4-25-19

Date

Attachments: Map of Intercity Trail Temporary Occupancy Area





## APPENDIX C

### Noise Wall Voting Information

1. Original informational mailing and meeting notice - October 2018
2. Second round of voting notice - January 2019
3. Benefitted Receptor Voting Point Assignment
4. Voting Results by Receptor and Address
5. Vote Summary





## Public Works Department

October 24, 2018

Dear Owner/Resident:

The City of Richfield is continuing design for the 77th Street Extension and Trunk Highway (TH) 77 Underpass project. At this stage, City of Richfield staff and members of the project team will be meeting with area residents to share results of the noise analysis, and to gather feedback from residents and property owners on whether noise barriers will be constructed along the west side of TH 77 between 75th Street and 77th Street within the project area.

**MAYOR**

PAT ELLIOTT

**CITY COUNCIL**

EDWINA GARCIA

MICHAEL HOWARD

MARIA REGAN GONZALEZ

SIMON TRAUTMANN

**CITY MANAGER**

STEVEN DEVICH

Please join us to discuss the project with residents and property owners that would benefit from a noise barriers at this location. Project information will be available along with new information about the noise analysis and the potential noise barrier. City staff will be available to discuss the analysis and the potential noise barrier and answer any questions that you have.

**77th Street Extension and TH 77 Underpass Project - Potential Noise Barrier Meeting**

Thursday, November 8, 2018, 5:30 pm–7:30 pm

Centennial Elementary School (Cafeteria)

7315 Bloomington Avenue South

Richfield, MN 55423

It is important that you attend this meeting to learn about the potential noise effects associated with the project and provide feedback on whether or not the potential noise barrier will be constructed. A voting ballot and additional information about the potential noise barrier is enclosed. To make sure that your vote is counted, ballots should be completed and mailed to the City by **November 23, 2018**. Please note that this voting process is separate from the general election being held on November 6.

If you have any questions related to the project, please contact me at 612-861-9791 or [jpearson@richfieldmn.gov](mailto:jpearson@richfieldmn.gov).

Sincerely,

Jeff Pearson

City Engineer, City of Richfield

*La ciudad de Richfield continua con el diseño de la prolongación de la calle 77 y con el proyecto del acceso subterráneo de la carretera para vehículos pesados (TH) 77. A estas alturas, el personal municipal de la ciudad de Richfield y los miembros del equipo que realiza el proyecto se estarán reuniendo con los residentes de la zona para explicarles los resultados del estudio sobre ruidos, y para recoger las valoraciones de vecinos y propietarios sobre si se construirán barreras antirruido a lo largo del lado oeste de la TH 77, entre la calle 75 y la 77 dentro de la zona del proyecto.*

*Por favor participe con nosotros en el debate sobre este proyecto, que tendrá lugar con los vecinos y propietarios que podrían beneficiarse de una barrera antirruido en esta ubicación. Se aportará información sobre el proyecto además de la nueva información acerca del estudio de ruido y la posible barrera antirruido. El personal municipal estará disponible para debatir sobre el estudio y la posible barrera antirruido y responder a cualquier pregunta que usted pueda tener. En la reunión se facilitará un intérprete de español.*



## 77th Street Extension and TH 77 Underpass Project Proposed Noise Barrier

### Why you are receiving this information

The City of Richfield recently conducted a noise study along TH 77 between 75th Street and 77th Street and determined a noise barrier constructed along the west side of TH 77 and along the east side of Old Cedar Avenue would reduce the traffic noise level at your property, unit or business by at least 5 decibels.

### Vote on the proposed noise barrier

Property owners and residents who will experience a 5-decibel reduction in noise as a result of a noise barrier can vote for or against the proposed noise barrier along the west side of TH 77, between 75th Street and 77th Street.

### Your vote can make a difference

Cast your vote on the noise barrier that affects you by completing the enclosed voting ballot and mailing it back by **November 23, 2018**.

### How voting works

You can vote for or against the noise barrier that affects your property, unit or business. MnDOT uses a weighted voting system to ensure residents and property owners are given appropriate influence on the outcome of the noise barrier. How much you influence the outcome of the noise barrier is based on how much your property/unit is affected by the noise barrier and whether or not you own the property/unit.

Proximity to Noise Barrier	Points Awarded		
	Resident	Owner	Both
Property/unit is immediately adjacent to the noise barrier	2	4	6
Property/unit is not immediately adjacent to the noise barrier	1	2	3

*Only the units in apartments/multi-family residential buildings that receive a 5 decibel reduction of noise get to vote. Businesses, churches and schools receive a vote equal to that of a property owner. The table above is an example of the voting system. Please see MnDOT's Noise Policy for additional information about the voting process: <http://www.dot.state.mn.us/environment/noise/pdf/mndot-2015-noise-policy.pdf>*

If 50 percent or more of all possible voting points from eligible voters are received after the first request for votes, the majority of points (based upon the votes received) determine the outcome of the noise barrier. If less than 50 percent of the possible voting points for a barrier are received after the first request, a second ballot will be mailed to the eligible voters who did not respond.

If 25 percent or more of all possible points for a barrier are received after the second request for votes, then the outcome is determined by the majority of votes received. If less than 25 percent of total possible points for a noise barrier are received after the second request for votes, then the barrier will NOT be constructed. If there is a tie, where there are equal numbers of points for and against a noise barrier, the noise barrier WILL be constructed.

### Upcoming public meeting

**Thursday, November 8, 2018  
5:30 – 7:30 PM  
Centennial Elementary School (Cafeteria)  
7315 Bloomington Avenue South, Richfield**

**What will the noise barrier look like?** The noise barrier will be 20 feet tall, built with concrete posts and concrete panels. The visuals below are based on the information available as of October 2017 and should not be interpreted as an exact design for this project.

*Example noise barrier after construction*



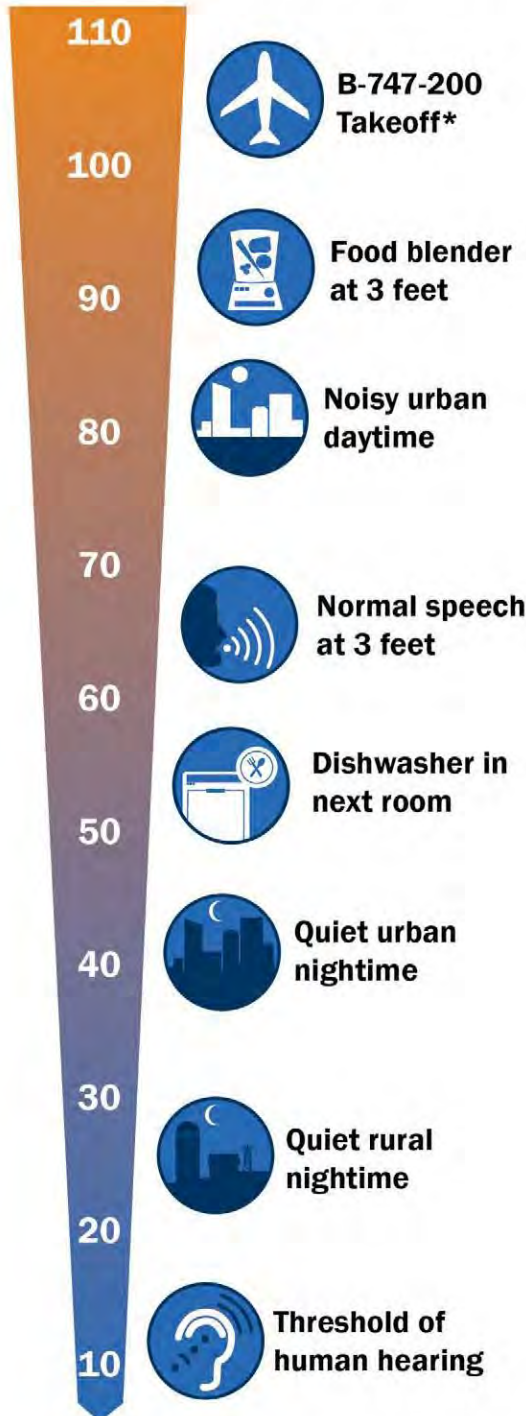
*Map showing proposed barrier location along with project location*





### COMPARISON OF NOISE LEVELS

Measured in dB(A)



\* As measured along the takeoff path 2 miles from the overflight end of the runway

### Frequently-Asked Questions

#### Why is a noise barrier being proposed as part of the 77th Street Extension and TH 77 Underpass Project?

The City of Richfield conducted a noise study along TH 77 between 75th Street and 77th Street to determine if noise barriers would reduce the level of noise in the community adjacent to the project. Currently, traffic noise along TH 77 exceeds the state's noise standards and a noise barrier would reduce the noise levels at certain locations in the community by at least 5 decibels. The City of Richfield is required to comply with the noise limit requirements set by the State of Minnesota (Rules Chapter 7030) and the Federal Highway Administration (23 Code of Federal Regulations 772).

Studies have shown that changes in noise levels of less than 3 decibels are not typically noticeable by the average human ear. An increase of 5 decibels is generally noticeable by anyone, and a 10-decibel increase is usually "twice as loud."

#### Why does the City of Richfield conduct noise studies?

The City of Richfield assesses existing noise levels and predicts the future noise levels and noise impacts of the proposed project. If noise impacts are identified, the City of Richfield is required to consider noise mitigation measures, such as installing noise barriers. All traffic noise studies and analyses must follow the requirements established by federal law, Federal Highway Administration Noise Abatement Criteria, Minnesota Pollution Control Agency State Noise Standards, and MnDOT's Noise Policy and noise analysis guidance.

#### How does the City of Richfield determine if a noise barrier is needed?

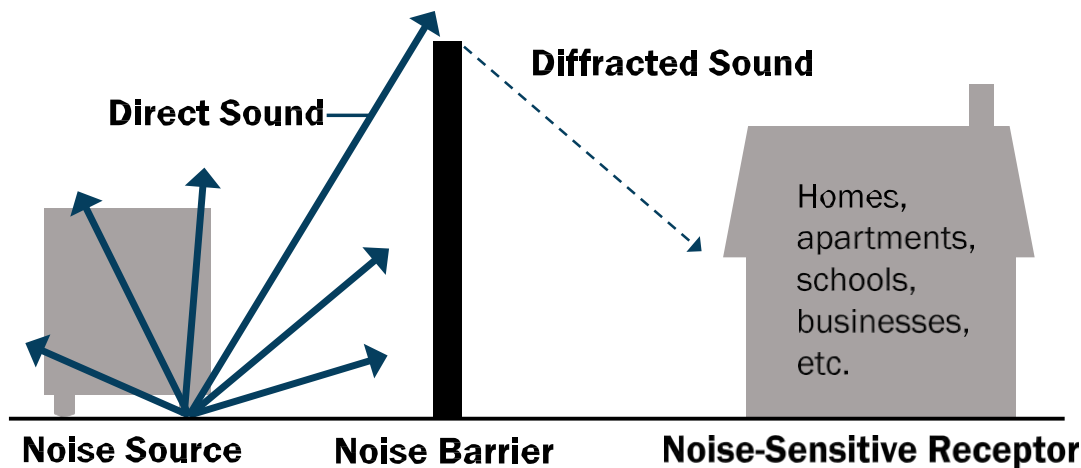
Constructing a noise barrier must be feasible and reasonable. Feasibility and reasonableness are determined by cost, amount of noise reduction, safety and site considerations. Noise mitigation is not automatically provided where noise impacts have been identified. Decisions about noise mitigation are made on an individual case.

## When will the noise barrier be installed?

The noise barrier would be installed as part of the overall construction project, which is anticipated to begin in 2019.

## How do noise barriers reduce noise?

Noise barriers do not eliminate all noise. Noise barriers reduce noise by blocking the direct path of sound waves to a home or business. **To be considered effective, a noise barrier must reduce noise levels by at least 5 decibels.**



## Can noise levels increase as sound waves pass over a noise barrier?

No, noise levels do not increase as sound waves pass over a barrier. Noise levels are reduced the further the sound waves travel.

## Could trees be planted to block traffic noise?

There is not enough space to plant the amount of and size of trees needed to reduce traffic noise. To effectively reduce traffic noise there needs to be room for at least 100 feet of dense evergreen trees that are 15 feet tall or more. Additionally, if trees are used to reduce traffic noise, they need to be maintained. The City of Richfield lacks the necessary resources to maintain trees or other vegetation.

## How is the location and height of the noise barrier determined?

The City of Richfield studied various location options to determine the height, length and location which provides the greatest level of noise reduction.

## Do noise barriers affect property values?

There have not been any studies that link property values to the presence of noise barriers.

## Where can I find more information about the project?

Visit the City of Richfield's project website at:

<https://www.richfieldsweetstreets.org/learn#77th-street-underpass>

## Noise Barrier Ballot – Barrier D

### 77th Street Extension and TH 77 Underpass Project

Owner \_\_\_\_\_ Resident \_\_\_\_\_ Owner/Resident \_\_\_\_\_

Unit \_\_\_\_\_

Address \_\_\_\_\_

City, State Richfield, MN

Please mark with an “X” one of the boxes below:

**Yes**, I want the noise barrier

☐

**No**, I do not want the noise barrier

☐

By submitting this ballot, the voter acknowledges that this vote represents the owner’s selection or the consensus selection of the owners or all of the residents. To make sure that your vote is counted, ballots should be completed and mailed back to the City (postmarked by **November 23, 2018**).



## Public Works Department

January 31, 2019

Dear Owner/Resident:

### Re: Noise Barrier Voting Process - 2nd Notice

**MAYOR**

PAT ELLIOTT

**CITY COUNCIL**

EDWINA GARCIA

MICHAEL HOWARD

MARIA REGAN GONZALEZ

SIMON TRAUTMANN

**CITY MANAGER**

STEVEN DEVICH

The City of Richfield is continuing design for the 77th Street Extension and Trunk Highway (TH) 77 Underpass project. This letter provides an update on the noise barrier voting process that was initiated in October 2018. The first round of voting ballots was mailed in late October and a meeting to discuss the potential noise barrier was held on November 8th. Less than 40 percent of all possible voting points from eligible voters was received after the first round of voting. Per MnDOT's Noise Policy, a second round of voting is required when less than 50 percent of all possible voting points are received in the first round.

**The second round of voting for the noise barrier is underway. This is your last opportunity to vote on whether you want or do not want the proposed noise barrier. A voting ballot and additional information about the potential noise barrier is enclosed.**

Please return the completed ballot via the enclosed prepaid-postage envelop. If 25 percent or more of all possible points for a barrier are received after the second request for votes, then the outcome is determined by the majority of votes received. If less than 25 percent of total possible points for a noise barrier are received after the second request for votes, then the barrier will NOT be constructed.

Completed ballots must be mailed to the City by **March 4, 2019**.

If you have any questions related to the project, please contact me at 612-861-9791 or [jpearson@richfieldmn.gov](mailto:jpearson@richfieldmn.gov).

Sincerely,

Jeff Pearson  
City Engineer

*El ayuntamiento de Richfield continúa con el proyecto de diseño del paso subterráneo de la ampliación de la calle 77 y de la autopista para camiones (TH) 77. Esta carta proporciona la última actualización sobre el proceso de votación de la barrera acústica que se inició en octubre de 2018. La primera remesa de papeletas de votación se envió por correo a finales de octubre y se celebró una reunión sobre la posible barrera acústica el 8 de noviembre. Menos del 40 por ciento de todos los votos posibles de votantes elegibles se recibió tras la primera votación. Según la política de ruidos de MnDOT, cuando se recibe menos del 50 por ciento de todos los votos posibles en la primera votación, se necesita una segunda.*

***La segunda votación sobre la barrera acústica está en marcha. Esta es su última oportunidad para votar sobre si quiere o no la barrera acústica propuesta. Una papeleta de votación e información adicional sobre la barrera acústica vienen en este sobre. Las papeletas cumplimentadas deben enviarse al ayuntamiento antes del 4 de marzo de 2019.***

*Por favor, devuelva la papeleta cumplimentada por medio de este sobre de correos pre-pagado, cerrado. Si se recibe el 25 por ciento o más de todos los votos posibles a favor de la barrera tras la segunda convocatoria de votación, el resultado lo determina la mayoría de votos recibidos. Si se recibe menos del 25 por ciento del total de votos posible a favor de la barrera tras la segunda convocatoria de votos, entonces NO se construirá la barrera.*



## 77th Street Extension and TH 77 Underpass Project Proposed Noise Barrier

### Why you are receiving this information

The City of Richfield recently conducted a noise study along TH 77 between 75th Street and 77th Street and determined a noise barrier constructed along the west side of TH 77 and along the east side of Old Cedar Avenue would reduce the traffic noise level at your property, unit or business by at least 5 decibels.

### Vote on the proposed noise barrier

Property owners and residents who will experience a 5-decibel reduction in noise as a result of a noise barrier can vote for or against the proposed noise barrier along the west side of TH 77, between 75th Street and 77th Street.

### Your vote can make a difference

Cast your vote on the noise barrier that affects you by completing the enclosed voting ballot and mailing it back by **March 4, 2019**.

### How voting works

You can vote for or against the noise barrier that affects your property, unit or business. MnDOT uses a weighted voting system to ensure residents and property owners are given appropriate influence on the outcome of the noise barrier. How much you influence the outcome of the noise barrier is based on how much your property/unit is affected by the noise barrier and whether or not you own the property/unit.

Proximity to Noise Barrier	Points Awarded		
	Resident	Owner	Both
Property/unit is immediately adjacent to the noise barrier	2	4	6
Property/unit is not immediately adjacent to the noise barrier	1	2	3

*Only the units in apartments/multi-family residential buildings that receive a 5 decibel reduction of noise get to vote. Businesses, churches and schools receive a vote equal to that of a property owner. The table above is an example of the voting system. Please see MnDOT's Noise Policy for additional information about the voting process: <http://www.dot.state.mn.us/environment/noise/pdf/mndot-2015-noise-policy.pdf>*

If 50 percent or more of all possible voting points from eligible voters are received after the first request for votes, the majority of points (based upon the votes received) determine the outcome of the noise barrier. If less than 50 percent of the possible voting points for a barrier are received after the first request, a second ballot will be mailed to the eligible voters who did not respond.

If 25 percent or more of all possible points for a barrier are received after the second request for votes, then the outcome is determined by the majority of votes received. If less than 25 percent of total possible points for a noise barrier are received after the second request for votes, then the barrier will NOT be constructed. If there is a tie, where there are equal numbers of points for and against a noise barrier, the noise barrier WILL be constructed.



**What will the noise barrier look like?** The noise barrier will be 20 feet tall, built with concrete posts and concrete panels. The visuals below are based on the information available as of October 2017 and should not be interpreted as an exact design for this project.

*Example noise barrier after construction*

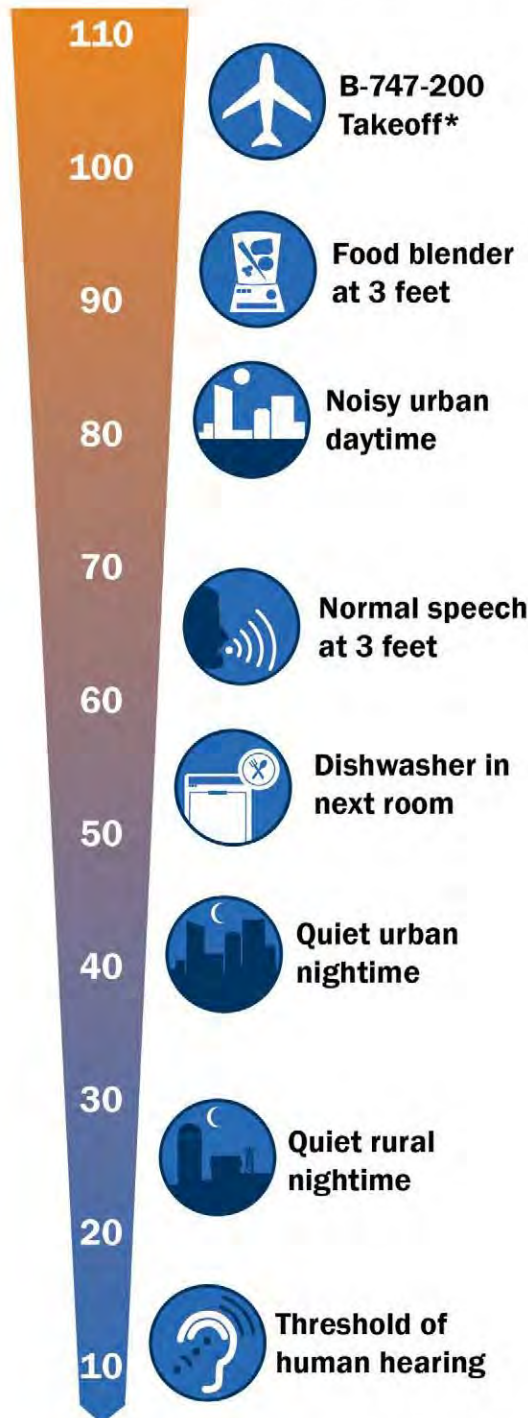


*Map showing proposed barrier location along with project location*



## COMPARISON OF NOISE LEVELS

Measured in dB(A)



\* As measured along the takeoff path 2 miles from the overflight end of the runway

## Frequently-Asked Questions

### Why is a noise barrier being proposed as part of the 77th Street Extension and TH 77 Underpass Project?

The City of Richfield conducted a noise study along TH 77 between 75th Street and 77th Street to determine if noise barriers would reduce the level of noise in the community adjacent to the project. Currently, traffic noise along TH 77 exceeds the state's noise standards and a noise barrier would reduce the noise levels at certain locations in the community by at least 5 decibels. The City of Richfield is required to comply with the noise limit requirements set by the State of Minnesota (Rules Chapter 7030) and the Federal Highway Administration (23 Code of Federal Regulations 772).

Studies have shown that changes in noise levels of less than 3 decibels are not typically noticeable by the average human ear. An increase of 5 decibels is generally noticeable by anyone, and a 10-decibel increase is usually "twice as loud."

### Why does the City of Richfield conduct noise studies?

The City of Richfield assesses existing noise levels and predicts the future noise levels and noise impacts of the proposed project. If noise impacts are identified, the City of Richfield is required to consider noise mitigation measures, such as installing noise barriers. All traffic noise studies and analyses must follow the requirements established by federal law, Federal Highway Administration Noise Abatement Criteria, Minnesota Pollution Control Agency State Noise Standards, and MnDOT's Noise Policy and noise analysis guidance.

### How does the City of Richfield determine if a noise barrier is needed?

Constructing a noise barrier must be feasible and reasonable. Feasibility and reasonableness are determined by cost, amount of noise reduction, safety and site considerations. Noise mitigation is not automatically provided where noise impacts have been identified. Decisions about noise mitigation are made on an individual case.

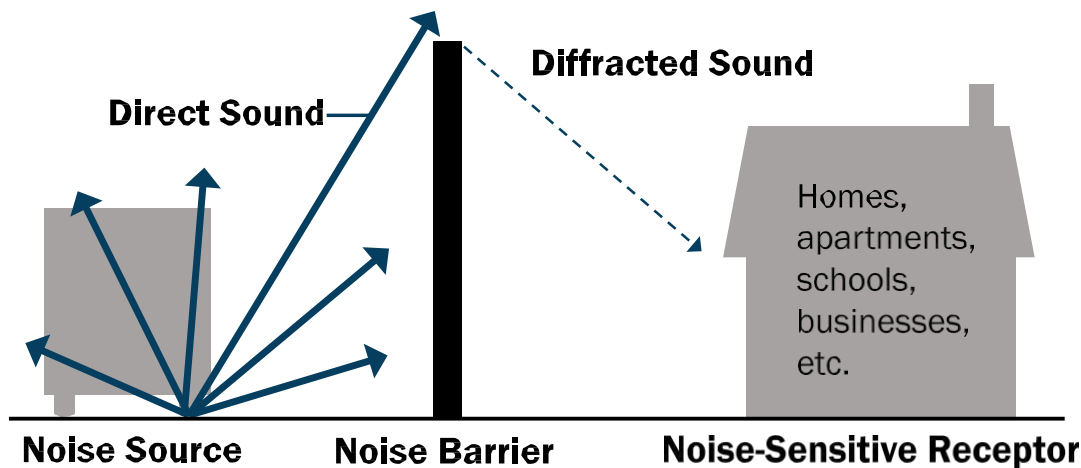


## When will the noise barrier be installed?

The noise barrier would be installed as part of the overall construction project, which is anticipated to begin in 2019.

## How do noise barriers reduce noise?

Noise barriers do not eliminate all noise. Noise barriers reduce noise by blocking the direct path of sound waves to a home or business. **To be considered effective, a noise barrier must reduce noise levels by at least 5 decibels.**



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There is not enough space to plant the amount of and size of trees needed to reduce traffic noise. To effectively reduce traffic noise there needs to be room for at least 100 feet of dense evergreen trees that are 15 feet tall or more. Additionally, if trees are used to reduce traffic noise, they need to be maintained. The City of Richfield lacks the necessary resources to maintain trees or other vegetation.

## How is the location and height of the noise barrier determined?

The City of Richfield studied various location options to determine the height, length and location which provides the greatest level of noise reduction.

## Do noise barriers affect property values?

There have not been any studies that link property values to the presence of noise barriers.

## Where can I find more information about the project?

Visit the City of Richfield's project website at:

<https://www.richfieldsweetstreets.org/learn#77th-street-underpass>

## Noise Barrier Ballot – Barrier D

### 77th Street Extension and TH 77 Underpass Project

Owner \_\_\_\_\_ Resident \_\_\_\_\_ Owner/Resident \_\_\_\_\_

Unit \_\_\_\_\_

Address \_\_\_\_\_

City, State Richfield, MN

Please mark with an “X” one of the boxes below:

**Yes**, I want the noise barrier ☐

**No**, I do not want the noise barrier ☐

By submitting this ballot, the voter acknowledges that this vote represents the owner’s selection or the consensus selection of the owners or all of the residents. To make sure that your vote is counted, ballots should be completed and mailed back to the City (postmarked by **March 4, 2019**).

## Noise Barrier D: Benefitted Receptor Voting Point Assignment

Receptor	Location	Number of Units	Points per Unit	Total Voting Points	Resident Voting Points	Owner Voting Points
R43	Duplexes on East Side of 18th Ave	6	3	18	6	12
R44	Duplexes on East Side of 18th Ave	6	3	18	6	12
R45	Common Area (Pool) for Apartment Complex on West Side of Cedar Ave Frontage Road	1	3	3	0	3
R45A	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45B	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45C	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45D	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45E	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45F	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45G	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45H	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45I	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45J	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45K	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45L	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45M	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45N	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45O	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45P	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R45Q	Apartment Balcony on West Side of Cedar Ave Frontage Road	1	3	3	1	2
R47	Apartment Complex on West Side of Cedar Ave Frontage Road	6	2	12	0	12
RT5	Trail Receptor	NA	6	6	NA	6
RT6	Trail Receptor	NA	6	6	NA	6
RT7	Trail Receptor	NA	6	6	NA	6
			<b>Totals:</b>	120	29	91

## Noise Barrier D: Voting Results by Receptor and Address

Receptor	Address	Unit	Different Occupant?	Round 1				Round 2			
				Owner		Resident		Owner		Resident	
				Yes	No	Yes	No	Yes	No	Yes	No
R43	7543 18th Avenue Richfield, MN 55423	NA	No		2		1				
R43	7545 18th Avenue Richfield, MN 55423	NA	Yes	2		1					
R43	7537 18th Avenue Richfield, MN 55423	NA	Yes	2		1					
R43	7535 18th Avenue Richfield, MN 55423	NA	No	2		1					
R43	7529 18th Avenue Richfield, MN 55423	NA	Yes					2			
R43	7531 18th Avenue Richfield, MN 55423	NA	Yes					2			
R44	7525 18th Avenue Richfield, MN 55423	NA	No					2			
R44	7527 18th Avenue Richfield, MN 55423	NA	Yes					2			
R44	7521 18th Avenue Richfield, MN 55423	NA	Yes								
R44	7523 18th Avenue Richfield, MN 55423	NA	Yes								
R44	7515 18th Avenue Richfield, MN 55423	NA	Yes								
R44	7517 18th Avenue Richfield, MN 55423	NA	Yes			1					
R45	7544 Cedar Avenue Richfield, MN 55423	Common Area - Pool	Yes	3							
R45A	7544 Cedar Avenue Richfield, MN 55423	Unit 202 - Balcony on Cedar Ave.	Yes	2							
R45B	7544 Cedar Avenue Richfield, MN 55423	Unit 204 - Balcony on Cedar Ave.	Yes	2							
R45C	7544 Cedar Avenue Richfield, MN 55423	Unit 206 - Balcony on Cedar Ave.	Yes	2							
R45D	7544 Cedar Avenue Richfield, MN 55423	Unit 208 - Balcony on Cedar Ave.	Yes	2							
R45E	7544 Cedar Avenue Richfield, MN 55423	Unit 302 - Balcony on Cedar Ave.	Yes	2							
R45F	7544 Cedar Avenue Richfield, MN 55423	Unit 304 - Balcony on Cedar Ave.	Yes	2							
R45G	7544 Cedar Avenue Richfield, MN 55423	Unit 306 - Balcony on Cedar Ave.	Yes	2							
R45H	7544 Cedar Avenue Richfield, MN 55423	Unit 308 - Balcony on Cedar Ave.	Yes	2							
R45I	7500 Cedar Avenue Richfield, MN 55423	Unit 102 - Balcony on Cedar Ave.	Yes	2							
R45J	7500 Cedar Avenue Richfield, MN 55423	Unit 104 - Balcony on Cedar Ave.	Yes	2							
R45K	7500 Cedar Avenue Richfield, MN 55423	Unit 106 - Balcony on Cedar Ave.	Yes	2							
R45L	7500 Cedar Avenue Richfield, MN 55423	Unit 202 - Balcony on Cedar Ave.	Yes	2							
R45M	7500 Cedar Avenue Richfield, MN 55423	Unit 204 - Balcony on Cedar Ave.	Yes	2							
R45N	7500 Cedar Avenue Richfield, MN 55423	Unit 206 - Balcony on Cedar Ave.	Yes	2							
R45O	7500 Cedar Avenue Richfield, MN 55423	Unit 302 - Balcony on Cedar Ave.	Yes	2							
R45P	7500 Cedar Avenue Richfield, MN 55423	Unit 304 - Balcony on Cedar Ave.	Yes	2							
R45Q	7500 Cedar Avenue Richfield, MN 55423	Unit 306 - Balcony on Cedar Ave.	Yes	2							
R47	7600 Cedar Avenue Richfield, MN 55423	Unit 1	Yes					2			
R47	7600 Cedar Avenue Richfield, MN 55423	Unit 2	Yes					2			
R47	7600 Cedar Avenue Richfield, MN 55423	Unit 3	Yes					2			
R47	7600 Cedar Avenue Richfield, MN 55423	Unit 4	Yes					2			
R47	7600 Cedar Avenue Richfield, MN 55423	Unit 5	Yes					2			
R47	7600 Cedar Avenue Richfield, MN 55423	Unit 6	Yes					2			
RT5	NA	NA									
RT6	NA	NA									
RT7	NA	NA									
Total:				43	2	4	1	20	0	0	0

## Noise Barrier D: Vote Summary

<b>Owner Voting Points:</b>	<b>91</b>
<b>Resident Voting Points:</b>	<b>29</b>
<b>Total Voting Points:</b>	<b>120</b>

<b>Round 1</b>	<b>Total Yes Points Received</b>	<b>47</b>
	<b>Percent of total</b>	<b>39%</b>
<b>Round 2</b>	<b>Total Yes Points Received</b>	<b>20</b>
	<b>Percent of total</b>	<b>17%</b>
<b>Combined</b>	<b>Total Yes Points Received</b>	<b>67</b>
	<b>Percent of total</b>	<b>56%</b>

<b>Total Voting Points Eligible:</b>		<b>120</b>
<b>Round 1</b>	<b>Total Yes Points Received</b>	<b>47</b>
	<b>Total No Points Received</b>	<b>3</b>
	<b>Total Votes Received</b>	<b>50</b>
	<b>Percent of Total Votes Received</b>	<b>42%</b>
Round 2 required as less than 50% of all possible votes were received		
<b>Round 2</b>	<b>Total Yes Points Received</b>	<b>20</b>
	<b>Total No Points Received</b>	<b>0</b>
	<b>Total Votes Received</b>	<b>20</b>
	<b>Percent of Total Votes Received</b>	<b>17%</b>
<b>Rounds 1 &amp; 2</b>	<b>Total Yes Points Received</b>	<b>67</b>
<b>Combined</b>	<b>Total No Points Received</b>	<b>3</b>
	<b>Total Votes Received</b>	<b>70</b>
	<b>Percent of Total Votes Received</b>	<b>58%</b>
25% of all possible votes received after Round 2, so outcome based on majority of votes received		
<b>Final Results</b>	<b>Majority of Votes</b>	<b>Yes (67)</b>

## APPENDIX D

### Affidavits of Publication and Certificate of Compliance

1. Affidavits of Publication
2. Certificate of Compliance



# AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA ) ss  
COUNTY OF HENNEPIN

Elise Strecker being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington Richfield

with the known office of issue being located in the county of:

HENNEPIN


with additional circulation in the counties of:  
HENNEPIN

and has full knowledge of the facts stated below:

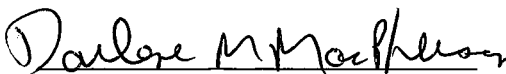
- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 04/04/2019 and the last insertion being on 04/04/2019.

## MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By:  Designated Agent

Subscribed and sworn to or affirmed before me on 04/04/2019 by Elise Strecker.

  
Notary Public



### Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

\$34.45 per column inch

Ad ID 921627

## CITY OF RICHFIELD NOTICE OF PUBLIC COMMENT AND OPPORTUNITY FOR A PUBLIC HEARING REGARDING THE EXTENSION OF 77TH STREET UNDER TRUNK HIGHWAY (TH) 77 AND MODIFICATIONS TO WASHINGTON PARK.

This is to inform all interested persons that the City of Richfield proposes to improve 77th Street from just east of Bloomington Avenue South to Longfellow Avenue. The project is funded by the Federal Surface Transportation program.

An Environmental Assessment (EA) and Section 4(f) De minimis document have been completed. These documents were approved for circulation by the Federal Highway Administration (FHWA). Persons having comments concerning the improvement, including objections to the basis of determination set forth in the EA and Section 4(f), are invited to provide their comments summarizing the specific basis for such opposition in writing.

### PROPOSED ACTION

The proposed project includes the construction of a new segment of four-lane road connecting 77th Street to Longfellow Avenue. Constructing the new segment of 77th Street will require the construction of new bridges carrying TH 77 over 77th Street and ramps for TH 77 and I-494, reconstruction of two ramps, construction of Richfield Parkway, and construction of a multiuse trail and sidewalk.

The proposed project will impact Section 4(f) property (Washington Park). In accordance with Section 6009 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users Public Law 109-59, enacted August 10, 2005, the city is soliciting comments on the effects the project would have on Washington Park. The project will impact approximately 3.69 acres (.22 acres permanently) of the 9.09 acre park. Impacts include the construction of a 10-foot-wide trail and a six-foot wide sidewalk along an extension of Richfield Parkway. The project will reconstruct a portion of the existing trail that runs along the south side of the park, install a second soccer field, improve water drainage and reconstruct the sledding hill.

It is anticipated that the City of Richfield will request the FHWA to determine that the proposed action at Washington Park is a Section 4(f) de minimis action in accordance with Section 6009(a) of SAFE-TEA-LU. A de minimis finding may be made when uses of Section 4(f) land will have no adverse effect on the protected resources.

### PUBLIC COMMENTS

Comments on the EA and Section 4(f) document are now being collected. Written comments on the documents may be submitted to Jeff Pearson, City Engineer at [jpearson@richfieldmn.gov](mailto:jpearson@richfieldmn.gov) or at 6700 Portland Avenue South, Richfield, MN 55423.

Comments must be submitted on or before Saturday, May 4, 2019. Comments will become part

of the official record and will be considered when making future project-related decisions.

### PUBLIC HEARING OPPORTUNITY

An opportunity for a public hearing for interested persons to appear and submit written or oral comments may be provided if written requests are submitted to Jeff Pearson on or before Saturday, May 4, 2019. If no requests for a hearing are submitted, a public hearing will not be conducted. If requests for a hearing are submitted, staff from the City of Richfield may meet with individuals who provided comments. If following a meeting, the individuals withdraw their requests in writing, the city may certify that the public hearing requirements have been satisfied.

### AVAILABILITY OF MATERIALS

For further information regarding the project, please visit the City of Richfield website at <http://www.richfieldmn.gov/>. Additionally, hard copies of the EA and Section 4(f) Document are available at the City of Richfield, 6700 Portland Avenue South, Richfield, MN 55423.

Published in the  
Sun Current  
April 4, 2019  
921627

# AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA ) ss  
COUNTY OF HENNEPIN

Darlene MacPherson being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington Richfield

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:  
HENNEPIN

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
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By: D. MacPherson  
Designated Agent

Subscribed and sworn to or affirmed before me on 04/18/2019 by Darlene MacPherson.

Notary Public



### Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

\$34.45 per column inch

Ad ID 926262

## CITY OF RICHFIELD NOTICE OF PUBLIC COMMENT AND OPPORTUNITY FOR A PUBLIC HEARING REGARDING THE EXTENSION OF 77TH STREET UNDER TRUNK HIGHWAY (TH) 77 AND MODIFICATIONS TO WASHINGTON PARK.

This is to inform all interested persons that the City of Richfield proposes to improve 77th Street from just east of Bloomington Avenue South to Longfellow Avenue. The project is funded by the Federal Surface Transportation program.

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### PROPOSED ACTION

The proposed project includes the construction of a new segment of four-lane road connecting 77th Street to Longfellow Avenue. Constructing the new segment of 77th Street will require the construction of new bridges carrying TH 77 over 77th Street and ramps for TH 77 and I-494, reconstruction of two ramps, construction of Richfield Parkway, and construction of a multiuse trail and sidewalk.

The proposed project will impact Section 4(f) property (Washington Park). In accordance with Section 6009 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users Public Law 109-59, enacted August 10, 2005, the city is soliciting comments on the effects the project would have on Washington Park. The project will impact approximately 3.69 acres (.22 acres permanently) of the 9.09 acre park. Impacts include the construction of a 10-foot-wide trail and a six-foot wide sidewalk along an extension of Richfield Parkway. The project will reconstruct a portion of the existing trail that runs along the south side of the park, install a second soccer field, improve water drainage and reconstruct the sledding hill.

It is anticipated that the City of Richfield will request the FHWA to determine that the proposed action at Washington Park is a Section 4(f) de minimis action in accordance with Section 6009(a) of SAFETEA-LU. A de minimis finding may be made when uses of Section 4(f) land will have no adverse effect on the protected resources.

### PUBLIC COMMENTS

Comments on the EA and Section 4(f) document are now being collected. Written comments on the documents may be submitted to Jeff Pearson, City Engineer at [jpearson@richfieldmn.gov](mailto:jpearson@richfieldmn.gov) or at 6700 Portland Avenue South, Richfield, MN 55423.

Comments must be submitted on or before Saturday, May 4, 2019. Comments will become part

of the official record and will be considered when making future project-related decisions.

### PUBLIC HEARING OPPORTUNITY

An opportunity for a public hearing for interested persons to appear and submit written or oral comments may be provided if written requests are submitted to Jeff Pearson on or before Saturday, May 4, 2019. If no requests for a hearing are submitted, a public hearing will not be conducted. If requests for a hearing are submitted, staff from the City of Richfield may meet with individuals who provided comments. If following a meeting, the individuals withdraw their requests in writing, the city may certify that the public hearing requirements have been satisfied.

### AVAILABILITY OF MATERIALS

For further information regarding the project, please visit the City of Richfield website at <http://www.richfieldmn.gov/>. Additionally, hard copies of the EA and Section 4(f) Document are available at the City of Richfield, 6700 Portland Avenue South, Richfield, MN 55423.

Published in the  
Sun Current  
April 11, 2019  
926262

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

..... CERTIFICATE OF COMPLIANCE.....

MINNESOTA PROJECT NO. STPF 2719(097) STATE PROJECT NO. SP 2758-82, SP 157-108-035, and SP 157-594-003

TRUNK HIGHWAY NO. \_\_\_\_\_ OR LOCAL AGENCY ROUTE NO. 77th Street East  
(CSAH, MSAS, Other)

Being that section of the highway between Bloomington Avenue and Longfellow Avenue  
(includes 78th Street and Old Cedar Avenue) AND

TRUNK HIGHWAY NO. 77 OR LOCAL AGENCY ROUTE NO. \_\_\_\_\_  
(CSAH, MSAS, Other)

Being that section of the highway between 600 feet north of Interstate (I) 494 and 810 feet north of I-494 (includes Ramps 1H and 1G) in Hennepin County, the State of Minnesota.

In conformance with the requirements of SECTION 128, TITLE 23, UNITED STATES CODE, the undersigned does hereby certify that

  X   the public has been afforded an opportunity for a public hearing, or

\_\_\_\_\_ a public hearing was held

and that consideration has been given to the social and economic effects of the project, its impact on the environment, and its consistency with the goals and objectives of such urban planning as has been promulgated by the community.

The public was advised of the

  X   objectives of such a hearing, the procedures for requesting a hearing, the deadline for the submission of such a request, or

\_\_\_\_\_ time, place, and objectives of the hearing


by notices published in news media having a general circulation within the area of said project. Affidavit(s) of such publication is (are) enclosed herewith.

  X   The deadline date for the submission of a request for a hearing was May 4, 2019, or

\_\_\_\_\_ The hearing was held on \_\_\_\_\_ 20 \_\_\_\_ in \_\_\_\_\_, Minnesota.  
(City, Township, Other)

Signed \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
Mn/DOT District Engineer

OR

Signed  this 28th day of May 2019  
Local Agency Title: Public Works Director

## APPENDIX E

### Agency Comment Letters

1. Metropolitan Council
2. MnDOT
3. MPCA
4. US EPA



May 1, 2019

Mr. Jeff Pearson, PE  
City Engineer  
City of Richfield  
6700 Portland Avenue South  
Richfield, MN 55423

**RE: 77<sup>th</sup> Street Extension Environmental Assessment (EA)**  
**City of Richfield, MN**  
Metropolitan Council Review No. 22248-1  
Metropolitan Council District 5

Dear Mr. Pearson:

The Metropolitan Council received the EA for the 77<sup>th</sup> Street extension to Longfellow Avenue, new bridges, ramp reconstructions, and construction of Richfield Parkway and multi-use trails on April 4, 2019.

Council staff has conducted a review of this EA to determine its adequacy and accuracy in addressing regional concerns and the potential for significant environmental impact. Staff have concluded that the EA is complete and accurate and an Environmental Impact Statement (EIS) is not necessary.

Council staff offer the following comments for your consideration.

**Item VI.a – Section 4(f) of the Transportation Act of 1966** (Colin Kelly, 651-602-1361)

The EA acknowledges the project's proximity to the existing Nokomis-Minnesota River Regional Trail (formerly the Intercity Regional Trail) and a planned segment of the Nine Mile Creek Regional Trail in the "Secondary Need: Walkability/Bikeability" section on pages 11-12; details potential temporary impacts to the Nokomis-Minnesota River Regional Trail (formerly the Intercity Regional Trail) in the "Social, Economic and Environmental (SEE) Impacts" section, "Intercity Regional Trail – Section 4(f) Temporary Occupancy" subsection on pages 21-23; includes a map of the Nine Mile Creek Regional Trail, Bloomington segment (Attachment A, Figure 11) operated by the Three Rivers Park District; and includes a map of Proposed Improvements (Attachment A, Figure 13), which depicts a new bicycle and pedestrian trail under TH 77 generally following the planned Nine Mile Creek Regional Trail corridor along 77th Street. Existing and planned Regional Parks System components are acknowledged, considered and planned for in the project area, and no permanent, adverse impacts are expected.

**Item VI.f – Right of Way** (Russ Owen, 651-602-1724)

MnPASS lanes on TH 77 have been studied and, although not part of the fiscally constrained plan for the region, Council staff encourage consideration of MnPASS lanes in this project to ensure that they are not precluded.

**Item VI.o - Water Pollution/MPCA-NPDES** (Roger Janzig, 651-602-1119)

The active portion of Metropolitan Council Interceptor (3-BN-497) is located at the northern boundary of this proposed project, west of Highway 77; and the abandoned portion of this Interceptor runs through this project, west of Highway 77. The active portion of this interceptor was built in 1959 and is a 36 inch Reinforced Concrete Pipe at a shallow depth; and the

abandoned portion was built in 1959 and is a 24 inch Cast Iron Pipe at a shallow depth. To assess the potential impacts to our interceptor system, prior to initiating any proposed project, preliminary plans should be sent to Tim Wedin, Engineering Services Assistant Manager (651-602-4571) at the Metropolitan Council Environmental Services for review and comment.

**Item VII – Agency Coordination – Permits and Approvals Required** (Jim Larsen, 651-602-1159)

The EA indicates that the proposed Project may require the relocation of one or more sanitary sewer lines in the vicinity of the Project. In accordance with Minnesota Statute Section 473.513, at the time the project proposer makes application to the Minnesota Pollution Control Agency (MPCA) for a permit to construct each new segment of sanitary sewer for the proposed project, a copy of the plans, design data, and a location map of the project will also need to be submitted to the Metropolitan Council. The Council's Environmental Services Division's Engineering Programs staff will need to review, comment, and issue a non-objection decision relative to issuance of the construction permit by the MPCA before connection can be made to the City's wastewater disposal system.

**Overall Transit Comments** (John Dillery, 612-349-7773)

- In a letter dated March 9, 2011, Metro Transit iterated the following transit-related benefits of this project:
  - Shorter deadhead trips to/from Metro Transit's South Garage from points west will reduce time and therefore, bus operation cost in many cases.
  - Re-routing of two daily cross-town bus lines, #515 and #540, to follow the new segment of 77th Street under State Highway 77 will:
    - Increase bus service substantially to the southeast corner of the City (an area highlighted in the EA as having a concentration of low income and minority residents).
    - Improve the efficiency of operations at Metro Transit's South Garage by reducing deadhead time, allow operators to relieve operators at the garage.
- The EA should reference these points in the summary section.
- Consider adding the new bus stops to the map on Figure 13 as agreed to in detail as part of the TAC process. City staff have a record and location of the new bus stops agreed to at the intersection of 77th Street and Richfield Parkway and near the intersection of Richfield Parkway and 76th Street.

This concludes the Council's review of the EA. The Council will not take formal action on the EA at this time. If you have any questions or need further information, please contact Russ Owen, Principal Reviewer, at 651-602-1724.

Sincerely,



Angela R. Torres, AICP, Manager  
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division  
Molly Cummings, Council Member District 5  
Russ Owen, Principal Reviewer, Metropolitan Council  
Raya Esmaeili, Reviews Coordinator



April 30, 2019

Jeff Pearson, PE, City Engineer  
City of Richfield  
6700 Portland Avenue South  
Richfield, MN 55423

SUBJECT: 77<sup>th</sup> Street Extension and TH 77 Underpass  
Environmental Assessment and Section 4(f) Evaluation  
MnDOT Review # EA19-001  
NW and NE quads of I-494 and TH 77  
City of Richfield, Hennepin County  
Control Section 2785

Dear Mr. Pearson:

Thank you for providing the above referenced documents for review. MnDOT's comments are provided below. Please note that MnDOT's review does not constitute approval of a regional traffic analysis and is not a specific approval for access or new roadway improvements. We ask to continue to receive updated information as project plans are refined, and to be included in future project stakeholder meetings for this project.

***Project Coordination***

MnDOT is working closely with the City of Richfield coordinate the construction phasing and traffic mitigation for this project with the adjacent Corridors of Commerce project to improve I-494 from France Avenue South to Trunk Highway (TH) 77. The I-494 improvements are currently in the design phase, with alternative refinement and selection anticipated later this year. The project will include mobility improvements on I-494 from just west of the I-35W interchange to TH 77.

Also, MnDOT is working with the City to coordinate work for two other major transportation projects in the area: the Orange Line bus rapid transit Knox Avenue underpass, and the resurfacing of MN 5 from MN 55 to 34<sup>th</sup> Avenue (which will affect motor vehicle access to Minneapolis-St. Paul International Airport Terminal One) in 2020.

Please be in touch I-494 Project Manager Andrew Lutaya at [Andrew.Lutaya@state.mn.us](mailto:Andrew.Lutaya@state.mn.us) or 651-234-7563 for communication and questions about project coordination.

***MnPASS Lanes***

Planning for MnPASS lanes on TH 77 to the south of I-494 is ongoing. The Metropolitan Council's 2040 Transportation Plan Policy designates TH 77 northbound from 138th Street to I-494 as a Tier 3 MnPASS corridor. Therefore, any construction within the I-494/TH 77 interchange area on TH 77 should accommodate the addition of a future MnPASS lane to at least the minimum design standard set forth in [MnDOT Technical Memo 16-04-TS-01](#).

Please be in touch with MnPASS Policy and Planning Program Director Brad Larsen at [Bradley.Larsen@state.mn.us](mailto:Bradley.Larsen@state.mn.us) or 651-234-7024 for related questions.



### ***Drainage***

Ponding allocations for this project should be coordinated with drainage facilities and management for the Corridors of Commerce I-494 from France Ave to TH 77 project referenced above. For questions regarding drainage, please contact Christopher Chatfield of MnDOT's Metro District Water Resources Section at 651-234-7365 or [Christopher.Chatfield@state.mn.us](mailto:Christopher.Chatfield@state.mn.us).

### ***Permits***

Any other use of, work within, or impacts to MnDOT right-of-way will require a permit. All permit forms are available and may be submitted online at: <https://dotapp7.dot.state.mn.us/OLPA>. Please direct questions regarding permits to Buck Craig of MnDOT's Metro Permits Section at 651-234-7911 or [Buck.Craig@state.mn.us](mailto:Buck.Craig@state.mn.us).

### ***Review Submittal Options***

MnDOT's goal is to review proposed development plans and documents within 30 days of receipt. Electronic file submittals are typically processed more rapidly. There are four submittal options:

1. Email documents and plans in PDF format to [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us). Attachments may not exceed 20 megabytes per email. If multiple emails are necessary, number each message.
2. Upload PDF file(s) to MnDOT's external shared internet workspace site at: <https://mft.dot.state.mn.us>. Contact MnDOT Planning development review staff at [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) for access instructions and send an email listing the file name(s) after the document(s) has/have been uploaded.
3. Mail, courier, or hand deliver documents and plans in PDF format on a CD-ROM compact disc to:  
MnDOT – Metro District Planning Section  
Development Reviews Coordinator  
1500 West County Road B-2  
Roseville, MN 55113
4. Submit printed documents via U.S. Mail, courier, or hand delivery to the address above. Include one set of full-size plans.

You are welcome to contact me at (651) 234-7795 with questions.

Sincerely,



Digitally signed by David Elvin  
DN: cn=David Elvin  
Date: 2019.04.30 15:43:31 -05'00'

David Elvin, AICP  
Principal Planner

#### **Copy via E-Mail:**

Buck Craig, Permits  
Doug Nelson, Right-of-Way  
April Crockett, Area Manager  
Andrew Lutaya, Area Engineer  
Amber Blanchard, I-494 Project  
Nick Olson, Water Resources  
Christopher Chatfield, Water Resources  
Jeff Rones, Design

Chad Erickson, Traffic  
Cameron Muhic, Multimodal  
Rylan Juran, Aeronautics  
Brad Larsen, MnPASS  
Natalie Ries, Noise Mitigation  
Carl Jensen, Transit Advantages  
Catherine Huebsch, State Aid  
Russell Owen, Metropolitan Council

April 30, 2019

Jeff Pearson, PE  
City Engineer  
City of Richfield  
6700 Portland Avenue South  
Richfield, MN 55423

Re: 77<sup>th</sup> Street Extension and Trunk Highway 77 Underpass Environmental Assessment

Dear Jeff Pearson:

Thank you for the opportunity to review and comment on the Environmental Assessment (EA) for 77<sup>th</sup> Street Extension and Trunk Highway 77 Underpass project (Project) in the city of Richfield, Hennepin County, Minnesota. The Project consists of construction of a new road connecting 77<sup>th</sup> Street to Longfellow Avenue. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility or other interests, the MPCA staff has the following comments for your consideration.

**Traffic**

- The proposed Project will spur economic development and improve walkability, bikeability, and vehicle mobility and connectivity in an area with ongoing congestion problems.
- The city of Richfield must prepare a detailed transportation management plan to manage all the expected traffic disruptions and detours during the final design of the proposed Project and provide commitment to monitoring and providing temporary improvements to those impacted intersections listed in the EAW. For questions regarding traffic issues, please contact Mehjabeen Rahman at 651-757-2191 or [Mehjabeen.Rahman@state.mn.us](mailto:Mehjabeen.Rahman@state.mn.us).

**Hazardous Materials**

Regarding the demolition of the Motel 6 hotel property, the Project proposer should also consider recycling as much of the building materials as possible to reduce the volume of material disposed of in the landfill. If you have any questions regarding demolition issues or asbestos and lead paint abatement, please contact Kit Grayson at 218-302-6627 or [Kit.Grayson@state.mn.us](mailto:Kit.Grayson@state.mn.us).

We appreciate the opportunity to review this Project. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit action(s) by the MPCA. Ultimately, it is the responsibility of the Project proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EA please contact me by email at [Karen.kromar@state.mn.us](mailto:Karen.kromar@state.mn.us) or by telephone at 651-757-2508.

Sincerely,



Karen Kromar  
Project Manager  
Environmental Review Unit  
Resource Management and Assistance Division

KK:bt

cc: Dan Card, MPCA, St. Paul  
Mehjabeen Rahman, MPCA, St. Paul  
Kit Grayson, MPCA, Duluth





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

APR 29 2019

REPLY TO THE ATTENTION OF:

Ryan Hixon, Area Engineer  
Federal Highway Administration  
380 Jackson Street, Suite 500  
St. Paul, Minnesota 55101

Jeff Pearson, City Engineer  
City of Richfield  
6700 Portland Avenue South  
Richfield, Minnesota 55423

Re: Environmental Assessment and Section 4(f) Evaluation for 77<sup>th</sup> Street Extension,  
Richfield, Minnesota

Dear Mr. Hixon and Mr. Pearson:

The United States Environmental Protection Agency (EPA) has reviewed the Federal Highway Administration (FHWA) / City of Richfield (City), Minnesota referenced Environmental Assessment (EA) and Section 4(f) Evaluation. We are providing comments pursuant to our authorities under the National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) regulations (40 CFR Parts 1500-1508), and Section 309 of the Clean Air Act.

The purpose of the project is: 1) to improve mobility and connectivity on the A Minor Arterial Reliever Network (77<sup>th</sup> Street in the City of Richfield) for the area north of I-494, and 2) provide motorized and non-motorized users connectivity across Trunk Highway 77 (TH 77). The City proposes to extend 77<sup>th</sup> Street under TH 77 to connect to Longfellow Avenue. The EA identified preferred alternative includes the following elements: construct 0.36 mile of new four-lane road narrowing to two-lanes under TH 77; construct new TH 77 bridges and ramps for TH 77 and I-494; reconstruct Ramps 1H and 1G; construct new two-lane divided roadway (Richfield Parkway) and parking lanes connecting 77<sup>th</sup> Street to 76<sup>th</sup> Street; and construct trail and sidewalk.

The National Climate Assessment finds that in the Midwest extreme heat, heavy downpours, and flooding will affect infrastructure and water quality.<sup>1</sup> It is important for FHWA and the City to consider the current condition and likely integrity of the project's physical infrastructure and its environmental impacts over the life of the proposed project.

Stormwater Management: Proposed new roadways, parking areas, and sidewalks would increase impervious surface. Two new stormwater ponds, along with connecting piping and outlet

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<sup>1</sup> U.S. Global change Research Program, 2018 Fourth National Climate Assessment, Volume II, available at: <https://nca2018.golbalchange.gov/>

structures, are proposed to address drainage issues, including the sag point created by the proposed underpass. The EA identifies that localized flooding currently exists in the project area within Washington Park. While not part of this project, the EA discloses that the City will make drainage modifications, including a subsurface storage system, to improve conditions within Washington Park.

Recommendations: When FHWA updates the EA we recommend the document identify how the project's environmental impacts may change with increases in average temperature and increases in the frequency and intensity of precipitation events. Identify whether the project's proposed stormwater ponds may be used to handle stormwater runoff from the future redesign drainage plans for Washington Park. If needed, incorporate resiliency and adaptation measures for this project. To better manage the quantity and quality of stormwater runoff, consider using permeable pavement for parking areas and sidewalks, and incorporate rain gardens as part of this project's design and the future redesign of Washington Park. See EPA's Adaptation Resource Center<sup>2</sup> for additional information.

The project area has a higher proportion of minority and low-income individuals than found within Hennepin County as a whole.

Acquisition and Relocation: There are no residential relocations associated with the proposal. However, one business, Motel 6, would be acquired. Motel 6 has 25 to 50 workers. However, the EA does not identify how the loss of Motel 6 might impact the economic status of the current workers. For example, do current Motel 6 workers walk to work or commute from outside the project area? If workers live in or near the project area, are there comparable jobs available in the project area? If not, does the City have a plan to help these workers find comparable or better employment? Would displaced workers be offered training and project construction jobs?

Recommendation: EPA recommends the updated EA include an analysis of the potential economic impacts to Motel 6 workers due to the proposal and identify mitigation measures to compensate for impacts identified. For helpful information, see Environmental Justice Interagency Working Group "*Promising Practices for EJ Methodologies in NEPA Reviews*" available at: <https://www.epa.gov/environmental-justice/ej-iwg-promising-practices-ej-methodologies-nepa-reviews>.

Noise Impacts / Noise Barrier: Preliminary analysis indicates one potential noise barrier would be considered both feasible and reasonable. The final disposition of the noise wall will be made based on property owner and resident feedback. The EA discloses a low response rate to the initial voting process on the noise wall. A second round of voting is currently underway.

Recommendation: We recommend the updated EA disclose the results of the second voting process and the determination of whether a noise wall will be constructed.

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<sup>2</sup> EPA's Climate Adaptation Resource Center, available at: <https://www.epa.gov/arc-x>

Because of the low initial citizen feedback, we recommend the City consider reassessing and, if needed, refine its public involvement/outreach efforts. For helpful information see "*Promising Practices for EJ Methodologies in NEPA Reviews*" recommended earlier. In addition to consideration of a noise wall, we encourage use of strategically placed vegetation to reduce noise and visual impacts.

Construction Impacts / Air Quality: To protect air quality for the people who live near, work and/or play in the project area during construction, we recommend project proponents consider strategies to reduce diesel emissions, such as project construction contracts that require the use of equipment with clean diesel engines and limits on the length of time equipment idles when not in active use. EPA recommends idling not exceed five minutes. See the enclosed Diesel Emission Reduction Checklist for information regarding ways to reduce construction equipment diesel emissions.

Thank you for the opportunity to review and comment on the EA. EPA requests a copy of FHWA's final NEPA determination when available. If you have any questions regarding our comments, contact lead NEPA reviewer Virginia Laszewski of my staff by phone: (312) 886-7501 or email: [laszewski.virginia@epa.gov](mailto:laszewski.virginia@epa.gov).

Sincerely,



Kenneth A. Westlake  
Deputy Director, Office of Multimedia Programs  
Office of the Regional Administrator

Enclosure: Diesel Emission Reduction Checklist

cc (email): Gary Reihl, Minnesota Department of Transportation, State Aid, MS 500, 395 John Ireland Blvd., Saint Paul, Minnesota 55155, [gary.reihl@state.mn.us](mailto:gary.reihl@state.mn.us).

**U.S. Environmental Protection Agency - Diesel Emission Reduction Checklist**

- Use low-sulfur diesel fuel (15 ppm sulfur maximum) in construction vehicles and equipment.
- Retrofit engines with an exhaust filtration device to capture diesel particulate matter before it enters the construction site.
- Position the exhaust pipe so that diesel fumes are directed away from the operator and nearby workers, reducing the fume concentration to which personnel are exposed.
- Use catalytic converters to reduce carbon monoxide, aldehydes, and hydrocarbons in diesel fumes. These devices must be used with low sulfur fuels.
- Use enclosed, climate-controlled cabs pressurized and equipped with high efficiency particulate air (HEPA) filters to reduce the operators' exposure to diesel fumes. Pressurization ensures that air moves from inside to outside. HEPA filters ensure that any incoming air is filtered first.
- Regularly maintain diesel engines, which is essential to keep exhaust emissions low. Follow the manufacturer's recommended maintenance schedule and procedures. Smoke color can signal the need for maintenance. For example, blue/black smoke indicates that an engine requires servicing or tuning.
- Reduce exposure through work practices and training, such as turning off engines when vehicles are stopped for more than a few minutes, training diesel-equipment operators to perform routine inspection, and maintaining filtration devices.
- Repower older vehicles and/or equipment with diesel- or alternatively-fueled engines certified to meet newer, more stringent emissions standards. Purchase new vehicles that are equipped with the most advanced emission control systems available.
- Use electric starting aids such as block heaters with older vehicles to warm the engine reduces diesel emissions.
- Use respirators, which are only an interim measure to control exposure to diesel emissions. In most cases, an N95 respirator is adequate. Workers must be trained and fit-tested before they wear respirators. Depending on work being conducted, and if oil is present, concentrations of particulates present will determine the efficiency and type of mask and respirator. Personnel familiar with the selection, care, and use of respirators must perform the fit testing. Respirators must bear a NIOSH approval number.

Per Executive Order 13045 on Children's Health<sup>1</sup>, EPA recommends operators and workers' pay particular attention to worksite proximity to places where children live, learn, and play, such as homes, schools, daycare centers, and playgrounds. Diesel emission reduction measures should be strictly implemented near these locations in order to be protective

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<sup>1</sup> Children may be more highly exposed to contaminants because they generally eat more food, drink more water, and have higher inhalation rates relative to their size. Also, children's normal activities, such as putting their hands in their mouths or playing on the ground, can result in higher exposures to contaminants as compared with adults. Children may be more vulnerable to the toxic effects of contaminants because their bodies and systems are not fully developed and their growing organs are more easily harmed. EPA views childhood as a sequence of life stages, from conception through fetal development, infancy, and adolescence.

APPENDIX F  
EA Distribution List



## EA Distribution List

Becky Balk	Minnesota Department of Agriculture
Raymond Kirsch	Minnesota Environmental Quality Board
Environmental Health Division	Minnesota Department of Health
Randall Doneen	Minnesota Department of Natural Resources
Dan Card	Minnesota Pollution Control Agency
Annie Felix-Gerth	Minnesota Board of Water and Soil Resources
Debra Moynihan	Minnesota Department of Transportation
Environmental Review Program	Environmental Quality Board
Environmental Conservation Library	Hennepin County Library
Peter Fasbender	U.S. Fish and Wildlife Service
Regulatory Branch	U.S. Army Corps of Engineers
Kenneth Westlake	U.S. Environmental Protection Agency
Local Planning Assistance	Metropolitan Council
Amanda Gronhovd	Office of the State Archaeologist
Melissa Cerda	Indian Affairs Council
Danny McCullough	Three Rivers Park District
Chad Ellos	Hennepin County Transportation Planning

# APPENDIX G

## MnPASS Communication

## Austin Hauf

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**From:** Nic Hentges  
**Sent:** Tuesday, June 4, 2019 3:43 PM  
**To:** Austin Hauf  
**Subject:** FW: TH 77 at 77th St

Here is the email regarding the MnPASS lane from MnDOT.

Nic  
763.287.8523

---

**From:** Lutaya, Andrew (DOT) <[andrew.lutaya@state.mn.us](mailto:andrew.lutaya@state.mn.us)>  
**Sent:** Monday, June 03, 2019 11:25 PM  
**To:** Nic Hentges <[nhentges@wsbeng.com](mailto:nhentges@wsbeng.com)>  
**Cc:** Carl Osberg <[COsberg@wsbeng.com](mailto:COsberg@wsbeng.com)>; Crockett, April (DOT) <[april.crockett@state.mn.us](mailto:april.crockett@state.mn.us)>; Blanchard, Amber (DOT) <[amber.blanchard@state.mn.us](mailto:amber.blanchard@state.mn.us)>; Larson, David (DOT) <[david.larson@state.mn.us](mailto:david.larson@state.mn.us)>; Radde, Jason (DOT) <[jason.radde@state.mn.us](mailto:jason.radde@state.mn.us)>; Gronvall, Karl (DOT) <[karl.gronvall@state.mn.us](mailto:karl.gronvall@state.mn.us)>; Blanchard, Amber (DOT) <[amber.blanchard@state.mn.us](mailto:amber.blanchard@state.mn.us)>; Erickson, Daniel (DOT) <[dan.erickson@state.mn.us](mailto:dan.erickson@state.mn.us)>  
**Subject:** RE: TH 77 at 77th St

Hi Nic,

Thank you/WSB for following up on this matter. Given, the proposed bridges do not impede any future expansion of the highway (minimal costs to redo the wing walls), metro management has decided to not include any additional abutment work in the city's project.

Thanks again

Andrew Lutaya, P.E.  
West Area Engineer  
MnDOT – Metro  
Phn: 651-234-7563

---

**From:** Nic Hentges [<mailto:nhentges@wsbeng.com>]  
**Sent:** Tuesday, May 28, 2019 9:32 AM  
**To:** Lutaya, Andrew (DOT) <[andrew.lutaya@state.mn.us](mailto:andrew.lutaya@state.mn.us)>  
**Cc:** Carl Osberg <[cosberg@wsbeng.com](mailto:cosberg@wsbeng.com)>; Crockett, April (DOT) <[april.crockett@state.mn.us](mailto:april.crockett@state.mn.us)>; Blanchard, Amber (DOT) <[amber.blanchard@state.mn.us](mailto:amber.blanchard@state.mn.us)>  
**Subject:** RE: TH 77 at 77th St

Andrew,

We were thinking the wider abutment would be constructed with the 77<sup>th</sup> Street project and when the MnPASS project starts that project would construct the additional beams and deck. If we did not construct that wider abutment with 77<sup>th</sup> street the MnPASS project would need to remove the wingwall, constructed with 77<sup>th</sup> Street, and extend the abutment by tying to the abutment built with 77<sup>th</sup>. Let me know if you need further information. Thanks.

Nic Hentges, PE  
Project Manager  
763.287.8523 (o) | 612.360.1286 (m)  
WSB | [wsbeng.com](http://wsbeng.com)



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**From:** Lutaya, Andrew (DOT) <[andrew.lutaya@state.mn.us](mailto:andrew.lutaya@state.mn.us)>  
**Sent:** Sunday, May 26, 2019 4:43 PM  
**To:** Nic Hentges <[nhentges@wsbeng.com](mailto:nhentges@wsbeng.com)>  
**Cc:** Crockett, April (DOT) <[april.crockett@state.mn.us](mailto:april.crockett@state.mn.us)>; Blanchard, Amber (DOT) <[amber.blanchard@state.mn.us](mailto:amber.blanchard@state.mn.us)>  
**Subject:** RE: TH 77 at 77th St

Hi Nic,

Clarifying question, **is there (or no) interaction** necessary or needed between the abutments as currently designed vs the future expansion to the east? In other words is it crucial to incorporate the \$500K in abutment work so as to not impeded any future expansion?

Andrew Lutaya  
651-234-7563

# APPENDIX H

## Negative Declaration



## **RESOLUTION NO.**

### **RESOLUTION AUTHORIZING NEGATIVE DECLARATION ON THE NEED FOR AN EIS FOR SP 2758-82, SP 157-108-035, AND SP 157-594-003 AND APPROVAL OF DISTRIBUTION OF NOTICE OF DECISION**

**WHEREAS**, the City of Richfield is the Responsible Governmental Unit (RGU) for SP 2758-82, SP 157-108-035, and SP 157-594-003 (77th Street Project), herein referred to as the “project”; and,

**WHEREAS**, an Environmental Assessment (EA) and Section 4(f) Evaluation has been prepared as part of the National Environmental Policy Act process to fulfill the requirements of 42 U.S.C. 4332, and has been circulated for review and comment; and,

**WHEREAS**, based on the information contained in the 77th Street EA and Section 4(f) Evaluation and comments received on the EA and Section 4(f):

The type and extent of environmental effects are similar to effects associated with other road construction projects, and the project does not have the potential for significant environmental effects.

No cumulative potential effects of related or anticipated future project exist that would pose significant environmental effects.

The anticipated environmental effects are subject to mitigation as required by ongoing regulatory authorities.

The extent of environmental effects can be anticipated and controlled as a result of experience with other similar highway improvement projects with similar environmental effects; and

**WHEREAS**, no regulatory reviewing agencies indicated a need for an EIS; and,

**WHEREAS**, based on the criteria in Minnesota Rule 4410.1700 the project does not have significant environmental effects:

**NOW, THEREFORE, BE IT RESOLVED** that the EA and Section 4(f) Evaluation for the project is adequate and a negative declaration is made on the need for an EIS.

**BE IT FURTHER RESOLVED** that the City of Richfield City Council approves the distribution of the Notice of Decision documenting this decision.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of July,  
2019.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 86**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director  
7/15/2019

OTHER DEPARTMENT REVIEW: None

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of accepting the quotation of \$225,000 to replace play equipment at Jefferson, Nicollet, and Taft Parks from Northland Recreation and authorize the Recreation Services Director to execute the quotation.**

**EXECUTIVE SUMMARY:**

A Request for Proposal (RFP) was advertised to solicit proposals to replace the play equipment at Jefferson, Nicollet, and Taft Parks. Design preferences outlined in the RFP were gathered from residents at a series of neighborhood meetings conducted in the spring of 2019. The project is funded through the approved 2019 Capital Improvement Budget in the amount of \$225,000. Four proposals were scored by staff and members of the Community Services Commission. The top scoring proposal unanimously was from Northland Recreation. The Community Services Commission approved the proposal received from Northland Recreation at their meeting on July 16, 2019.

**RECOMMENDED ACTION:**

**By Motion: Accept the quotation of \$225,000 to replace play equipment at Jefferson, Nicollet, and Taft Parks from Northland Recreation and authorize the Recreation Services Director to execute the quotation.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

A series of neighborhood meetings were scheduled throughout the spring of 2019 at the Richfield Municipal Center to gather input for the replacement of play equipment at Jefferson, Nicollet, and Taft Parks. Preferences gathered from the neighborhood meetings were incorporated in the attached RFP.

The proposed project budget is \$225,000 and includes all of the following:

- Play equipment, installation, wood carpet installation, excavation & grading within the container.
- Concrete Border.
- Drain tile, initial grading, backfill, sod & seed, export unwanted fill.

Scoring was completed on four proposals (see attached scoring summary).

Scoring criteria included overall design, appeal to all ages, fitness value, inclusiveness, price,

delivery, warranty and references. The scoring team included Commissioner Kevin Wendt, Adaptive Supervisor Ann Jindra, Maintenance Worker Jim Christian, Operations Superintendent Chris Link, and Recreation Services Director Amy Markle. The top scorer was unanimously Northland Recreation.

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

For projects over \$75,000, cities must require contractors to provide a performance bond and a payment bond. In addition, Minnesota Statute 471.425 requires that each contract between the government entity and a prime contractor to require the prime contractor to pay subcontractors within 10 days of receipt of payment from the government entity. This provision is included in the attachment to the proposal. Both of the requirements were included in the RFP.

For projects ranging between \$25,000 and \$100,000, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described above, and in state statutes section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

**C. CRITICAL TIMING ISSUES:**

The play equipment is expected to be installed after Labor Day (2019), when students go back to school, causing less impact to playground users.

**D. FINANCIAL IMPACT:**

Funding for the new play equipment is included in the approved 2019 Capital Improvement Budget in the amount of \$225,000.

**E. LEGAL CONSIDERATION:**

There are no legal considerations for this item.

**ALTERNATIVE RECOMMENDATION(S):**

Reject the quotation and delay the replacement of the play equipment. Direct the Community Services Commission to re-write the RFP and consider new proposals for next year.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
❑ Play Equipment RFP	Backup Material
❑ Scoring Summary	Backup Material
❑ Northland Design	Backup Material
❑ Northland Quote	Backup Material



**CITY OF RICHFIELD, MN 55423**  
**RECREATION SERVICES DEPARTMENT**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**DESIGN, SUPPLY & INSTALLATION**  
**OF PLAYGROUND EQUIPMENT**  
**AT Jefferson Park, Nicollet Park and Taft Park**  
**May 20, 2019**

**I. GENERAL GUIDELINES.**

**A. Requests For Competitive Proposals.**

The City of Richfield is seeking competitive proposals from interested and qualified companies for the design, supply and installation of playground equipment at Jefferson Park, 6700 Thomas Avenue, Nicollet Park, 6300 First Avenue and Taft Park, 1800 East 63rd Street, Richfield, MN 55423.

**B. Owner and Submission Information.**

Interested companies should submit **FOUR COPIES** of their competitive proposals to: PROPOSAL FOR THE JEFFERSON PARK, NICOLLET PARK AND TAFT PARK PLAY EQUIPMENT REPLACEMENT", and shall be addressed to: Amy Markle, Richfield Recreation Services Director, 7000 Nicollet Avenue, Richfield, Minnesota 55423.

Competitive proposals shall include all of the items set forth in Section II below. Any questions regarding this Request for Proposals should be directed to Amy Markle, Recreation Services Director at 612-861-9394.

All proposals must be sealed and submitted to the Richfield Community Center at the above address by 10:00 a.m. on June 25, 2019. Late submissions will not be considered. All proposals must be accompanied by a certified check, cash deposit, or proposal bond equal to at least 5% of the amount of the total bid, made payable to the City of Richfield, Minnesota.

**II. PROJECT DESCRIPTION AND SCOPE.**

**A. General Project Scope.**

The City of Richfield Recreation Services Department is seeking competitive proposals for the design, supply and installation of playground equipment for one existing play equipment replacement at Jefferson Park, Nicollet Park and Taft Park as defined in Section II B and C.

**B. Budget**

Design, supply and installation of new play equipment, concrete border (B-12 with minimum of 2 accesses- Taft Park only) with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), sand base, excavation & grading, finish sod, export unwanted sand & fill, freight, delivery and

applicable sales tax shall not exceed the budget of \$225,000 for all three parks.

C. **Design and Cost Proposals**

The Proposer shall provide a play equipment design suitable for the existing play container in each park. Existing borders at Jefferson and Nicollet Parks are to be used. If Proposer deems modifications are necessary to the proposed container, these modifications should be clearly indicated on proposer's plans and the total cost of the modifications including items set forth in Section B shall not exceed the budget of \$225,000 for all three parks.

Proposers must only submit one design for each park.

The Proposer should provide materials and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), excavation & grading, finish sod, export unwanted sand & fill, sand base (can use existing sand in container), as part of one base bid. Current concrete borders at Jefferson and Nicollet Parks are to be utilized. New concrete border at Taft Park is to be installed. Resilient surface shall be wood fiber to conform to all CPSC and ASTM guidelines. The City will dispose of excess concrete, sand, or woodchips.

Equipment must meet the following guidelines:

1. Proposer must visit the site and take measurements of existing container to ensure CPSC distance guidelines;
2. Conform to all CPSC and ASTM guidelines for the equipment itself;
3. Conform to all proposed ADA requirements and IPEMA Certified.
4. Support posts must be powder-coated aluminum or steel, no metal slide surfaces or enclosed tunnels will be accepted, plastic components must be graffiti-resistant and have UV protection, other component features will be judged based on the design submitted;
5. Design for each park should include the following items:

## **JEFFERSON PARK**

- The main structure for Jefferson Park should be designed for 5 – 12 year-old children – include a combination:
  - Spiral slide and double slide
  - Roller slide or similar
  - Multi-person seated spinner
  - See saws
  - Balance feature
  - Overhead bars (monkey bars)
  - Musical and/or sound panel
  - Rock climbing experience.
  - At least one spring rider (vehicle or similar)
  - Arched and/or motion bridges.
  - 2 benches in the container

Do not include the following: nets, enclosed slides, tunnels or roofs.

- The secondary structure for Jefferson Park (designed for 2-5 year-old children) for each park – include:
  - Creative playhouse or themed structure
  - Low reaching overhead ladder.
- Swing Structures – include:
  - Four bay swing structure with one baby seat and three standard seats.
  - Tire swing
  - Include wear pads for each swing.

## **NICOLLET PARK**

- The main structure for Nicollet Park should be designed for 5 – 12 year-old children – include:
  - Double slide
  - Spiral slide
  - Game panel
  - Musical panel
  - Pod jumpers
  - Motion bridges
  - Rock wall climbing experience.
  - Overhead bars (monkey bars)
  - Seated multi-person spinner
  - Spring rider (pirate themed)
  - 2 benches in the container

Do not include the following: nets, enclosed slides, tunnels, or roofs.

- The secondary structure for Nicollet Park (designed for 2-5 year-old children) for each park – include:
  - Pirate themed structure
  - Sand table
  - Low reaching overhead ladder.
- Swing Structures – include:

- Tire swings
- Toddler swings
- Include wear pads for each swing.

### **TAFT PARK**

- The main structure for Taft Park should be designed for 5 – 12 year-old children – include:
  - Double slide
  - Roller slide or similar,
  - Steering wheel panel
  - Tree climbing experience
  - Pod jumper
  - Arched and motion bridges
  - 2 benches in the container
  - Overhead spinning feature
  - Seated spinning feature
  - At least one spring rider

**Do not include the following: nets, enclosed slides or tunnels, roofs, climbers with bars.**

- The secondary structure for Taft Park (designed for 2-5 year-old children) for each park – include:
  - Creative playhouse or themed structure
  - Low reaching overhead ladder.
- Swing Structures – include:
  - At least a four bay swing structure with one toddler seat and three standard seats.
  - Tire swing
  - Include wear pads for each swing

#### **6. Colors:**

- Jefferson Park – Natural
- Nicollet Park - Natural
- Taft Park – Brights/Neon

7. The shape and size of the existing areas will dictate the usability of some components. Visit each site and take your own measurements.
8. The vendor is responsible for the receipt of delivery of the equipment including with unloading and storage until installation. Storage on-site is permissible.
9. The successful Proposer must provide a performance bond and payment bond in an amount equal to the full amount of the contract.
10. The City will complete necessary removals of existing equipment.

Each competitive proposal submitted should reflect, by line item, the cost for the design,



purchase and installation of play equipment components, including all applicable sales taxes, freight, and other costs associated with each piece of equipment. Costs should be broken down into logical categories to aid the City in evaluation and include:

- All soft costs; including design, overhead, insurance, as well as all applicable sales taxes.
- All hard costs; including all work and materials related to the installation of play equipment, drain tile, concrete curb and resilient surfacing. Please itemize installation costs.

Each Proposer must submit the following with bid:

- Written assurance that the safety surfacing and play area components meet all applicable U.S. Consumer Product Safety Commission Guidelines, ASTM standards, proposed ADA requirements, IPEMA Certification and other applicable state and federal requirements will be required from each Proposer prior to contract initiation.
- Plan layout of design and catalogue(s) with proposed equipment and safety surfacing identified for review by staff.
- Current warranty, insurance, and product specification information on all products and materials included in your proposal.
- Written estimate of delivery and installation time frame.
- Link to videos that show kids playing on components the vendor would like to highlight.

A. **Site Review**

Each Proposer must visit the site to become familiar with the play container.

B. **References**

Each Proposer shall provide a list of five municipal references. Each reference must include the name and address of the jurisdiction where the Proposer has installed equipment similar to the equipment proposed for this request, and the name and daytime telephone number of an individual, who still works for the jurisdiction, that the City can contact. Municipalities should be within the metropolitan area and the installation should not be more than five years old.

C. **Specifications**

Each proposal submitted shall clearly reflect post diameters and other specifications describing the type of materials provide in the proposal.

III. **EVALUATION AND SELECTION.**

A. **Design Considerations**

The design proposed will be a key factor in the selection process. The City encourages innovative, interesting and exciting designs that will distinguish Richfield parks. All available color selections will be made by the City following the manufacture's standard color chart.

B. **Evaluation Criteria.**

The Selection Committee will evaluate and rank each proposal against the following criteria:

1. Overall Design
2. Appeal to All Ages
3. Fitness Value
4. Price

5. Degree of Inclusiveness
6. Delivery (including written verification of unloading and storage responsibility) and installation timeframe.
7. Warranty Provisions
8. Review/Inspection of previous installations and/or references.

C. **Contract and Insurance Requirements.**

The selected vendor will be required to enter into a contract with the City, provide the City with a performance bond and payment bond in an amount equal to the full amount of the contract to assure the timely performance and payment for the work proposed, and assure their availability to have the Project completed within September 3, 2019 and October 29, 2019. The City will not be responsible to store or secure play equipment materials prior to and including installation.

Minnesota Statute 471.425 requires that each contract between the government entity and a prime contractor to require the prime contractor to pay subcontractors within 10 days of receipt of payment from the government entity.

Insurance requirements include:

1. **Worker's Compensation Insurance:** The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance with a company that is lawfully authorized to do business in the State of Minnesota. Such insurance shall protect the Contractor, or Subcontractor or anyone directly or indirectly employed by any of them from claims under worker's compensation, disability benefit and other similar employee benefit acts.

2. **Commercial/Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract Public Liability Insurance, Property Damage Liability, and Personal Injury Insurance with a company that is lawfully authorized to do business in the State of Minnesota. Such insurance shall protect the Contractor, Subcontractor, or anyone directly or indirectly employed by the Contractor or Subcontractor performing work covered by this contract from claims arising out of public liability, property damage, or personal injury including death, as well as claims for property damage which may arise out of work. The Contractor's policy shall list the City as an additional insured on a primary or non-contributory basis. The recommended minimum limits of insurance per project are:

• General Aggregate	\$500,000
• Product-Completed Operations Aggregate	\$500,000
• Personal and Advertising Injury	\$500,000
• Per Occurrence (Bodily Injury & Property Damage)	\$500,000

3. **Fire Insurance:** The Contractor is responsible for insuring for fire, and extended coverage including vandalism and malicious coverage on the work included in the contract from the beginning of the work until final acceptance

of the completed project. The policies shall cover all work incorporated in the project and all material in place or stored at the site for installation against loss by fire and wind. This provision does not exclude material partially paid for by the Owner. This insurance shall be for the full insurable value of the material and shall be kept in full force until final acceptance of the work by the Owner.

4. **Automobile Insurance:** The Contractor shall take out and maintain during the life of the contract Automobile Insurance with a company that is lawfully authorized to do business in the State of Minnesota. The recommended minimum limits of insurance are \$1,000,000 combined single limit (B1 & PD).

All insurance referenced in paragraphs 1 through 4 shall be placed with companies acceptable to and approved by the City prior to the commencement of the work. The Contractor shall submit copies of the certificate with the City prior to commencement of the work. Certificates of insurance will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City. The City shall be shown on the General Liability coverage as an "additional insured."

Any proposals received with limits lower than those referenced above may still be considered for this project.

D. **Reservations and Other Considerations.**

The City of Richfield reserves the right to reject any or all proposals for reasons of safety, quality, quantity, design or other issues deemed important to the successful completion of the project. Any proposals exceeding the maximum funding or footprint on the site will be excluded. Proposal amounts will need to be effective for 45 days after the above deadline.

1. The City reserves the right to accept proposals based upon factors other than the lowest price as set forth in the evaluation criteria.
2. The City will not be responsible for any costs incurred by those submitting or preparing competitive proposals. At the request of the Proposer, proposals will be returned after the selection process has been completed and a vendor selected.
3. The City reserves the right to revise the scope of the project based on budget limitations and other relevant considerations.
4. Each Proposer must meet the City of Richfield contract requirements. The City reserves the right to reject proposals that cannot meet contract requirements.

SCORING TABULATION: PARK \_\_\_\_\_

NAME \_\_\_\_\_

DATE \_\_\_\_\_

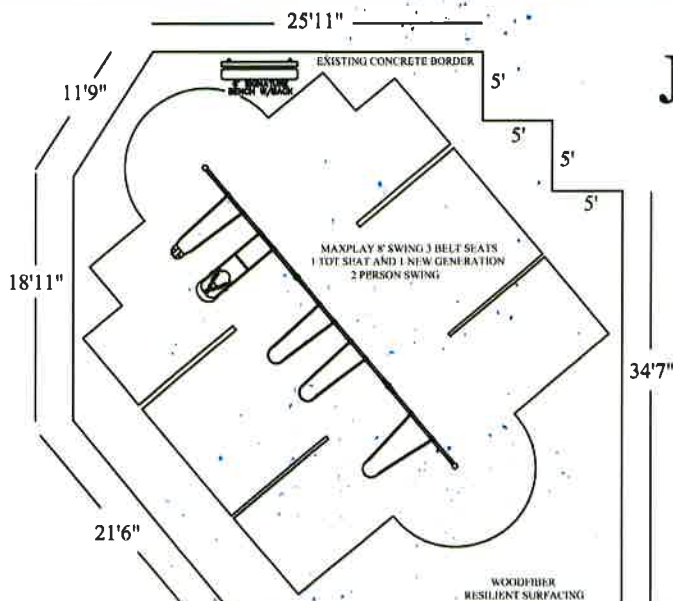
		Finnegan	Northland	Webber	Midwest
<b>Overall Design</b>	<b>30</b>	<b>21.8</b>	<b>27.1</b>	<b>10.0</b>	<b>22.8</b>
<b>Appeal to All Ages</b>	<b>20</b>	<b>15.4</b>	<b>19.1</b>	<b>8.5</b>	<b>18.1</b>
<b>Inclusiveness</b>	<b>20</b>	<b>6.8</b>	<b>12.7</b>	<b>4.7</b>	<b>10.3</b>
<b>Price</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Delivery</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Warranty</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>References</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>
	<b>100</b>	<b>74</b>	<b>88.9</b>	<b>53.3</b>	<b>81.2</b>

<b>Overall Design</b>					
Amy		72	79	27	70
Ann J		80	85	15	65
Kevin		75	88	48	82
Ann F					
Jim C		45	70	30	50
Chris		55	85	30	75
AVERAGE		21.8	27.1	10	22.8

<b>Appeal to All Ages</b>					
Amy		51	56	28	51
Ann J		75	60	25	60
Kevin		25	55	15	55
Ann F					
Jim C		30	55	30	45
Chris		50	60	30	60
AVERAGE		15.4	19.1	8.5	18.1

<b>Inclusiveness</b>					
Amy		17	46	26	35
Ann J		20	35	10	40
Kevin		5	30	0	25
Ann F					
Jim C		30	40	15	30
Chris		30	40	20	25
AVERAGE		6.8	12.7	4.7	10.3





# JEFFERSON PARK CITY OF RICHFIELD

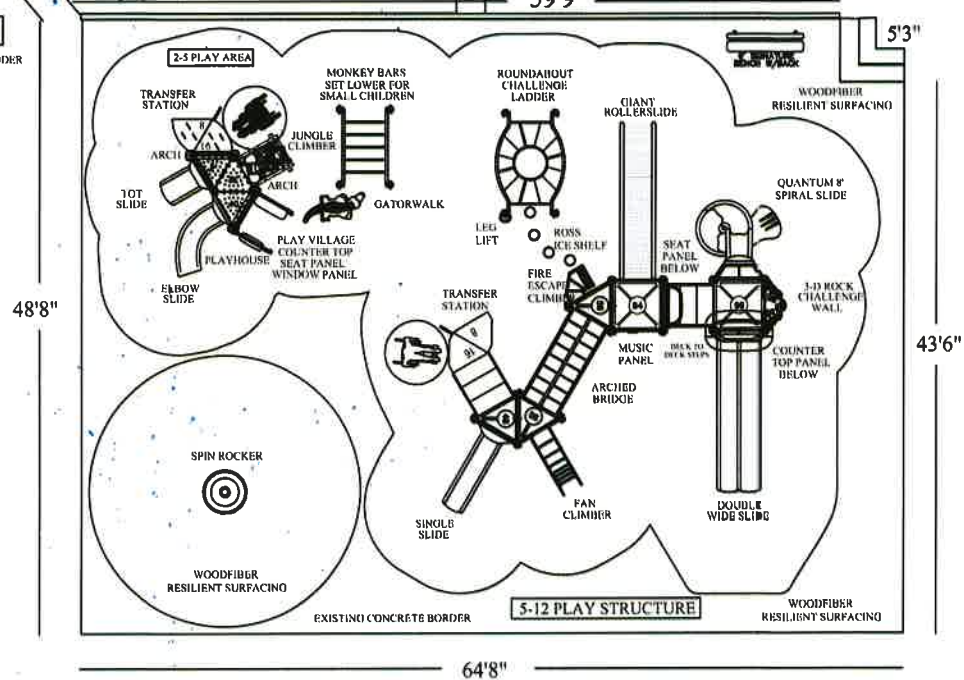
## 5-12 PLAY AREA COMPONENTS

- |  |  |
|--|--|
| 4 - SLIDES<br>ROLLERSLIDE<br>SPIRAL SLIDE<br>DOUBLE WIDE SLIDE<br>SINGLE SLIDE | 1 - SPINNER<br>1 - BALANCE FEATURE<br>ROSS ICE SHELF                     |
| 1 - ARCHWID BRIDGE   | 1 - CHALLENGE<br>OVERHEAD MONKEY BARS                                    |
| 2 - BENCHES  | 1 - MUSIC PANEL  |
| 2 - CLIMBERS<br>FIRE ESCAPE CLIMBER<br>FAN CLIMBER                             | 1 - 3-D ROCK CHALLENGE WALL<br>2 - GROUND LEVEL PANELS<br>AND A LEG LIFT |



## 2-5 PLAY AREA

- 1 - LOW REACHING OVERHEAD LADDER
- 2 - SLIDES
- 2 - ARCHES
- 3 - VILLAGES PLAY PANELS
- 1 - GATORWALK BALANCE BEAM
- 1 - JUNGLE CLIMBER

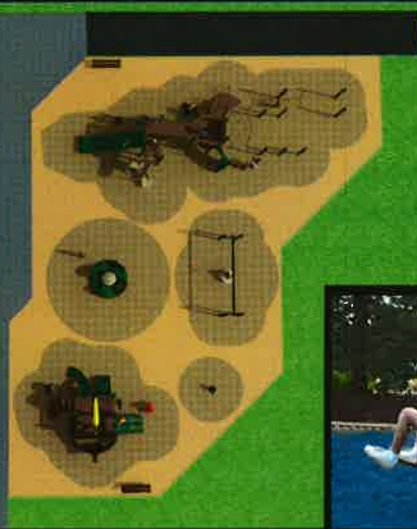




Revolution  
Spinner &  
Generation  
Swing



Solo  
Spin

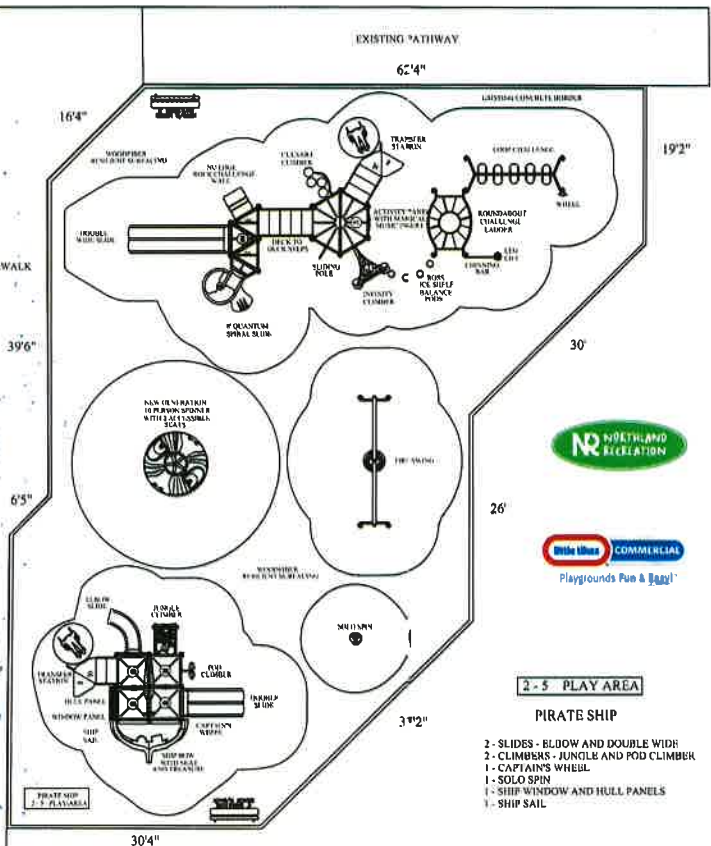
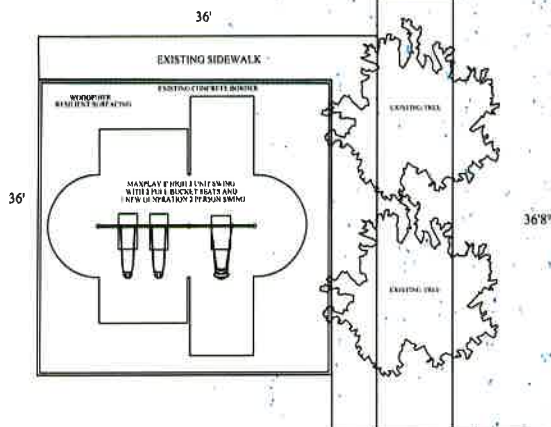


NuEdge  
Rock  
Challenge  
Wall

## NICOLLET PARK CITY OF RICHFIELD

### 5-12 PLAY AREA

- SLIDES
  - 1 - DOUBLE SLIDE
  - 1 - SPIRAL SLIDE
- 1 - ACTIVITY PANEL W/ MAGICAL MUSIC INSERT
- 1 - ROSS ICE SHELF BALANCE PODS
- 1 - ARCHED BRIDGE
- 1 - NU EDGE ROCK CHALLENGE WALL
- 2 - OVERHEAD LADDERS - ROUNDABOUT AND LOOP
- 1 - 10 PERSON NEW GENERATION SPINNER
- 2 - BENCHES
- 1 - SLIDING POLE
- 2 - UNIQUE CLIMBERS - CULVERT CLIMBER AND INFINITY



### 2-5 PLAY AREA

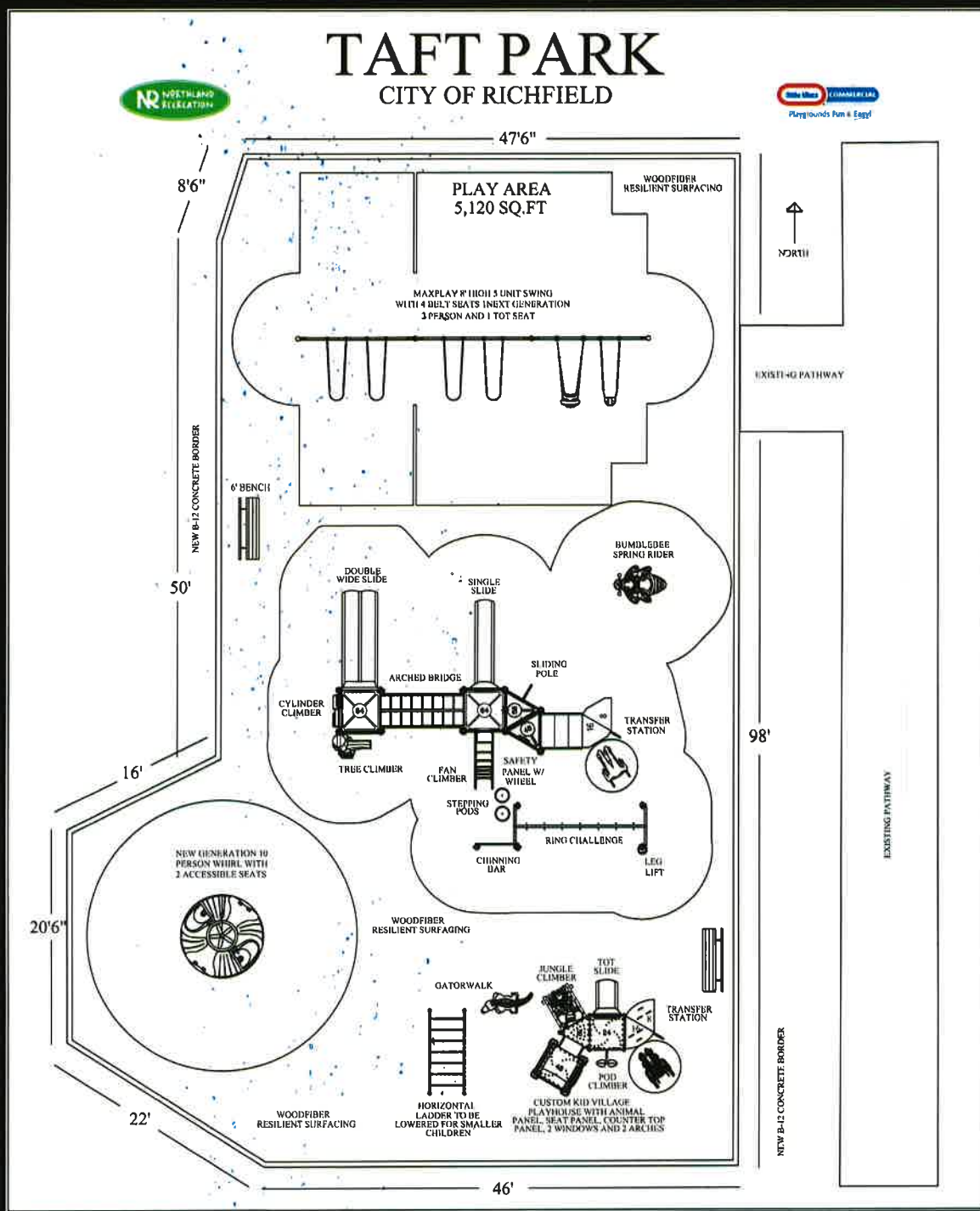
#### PIRATE SHIP

- 2 - SLIDES - BLOW AND DOUBLE WIDE
- 2 - CLIMBERS - JUNGLE AND POD CLIMBER
- 1 - CAPTAIN'S WHEEL
- 1 - SOLO SPIN
- 1 - SHIP WINDOW AND HULL PANELS
- 1 - SHIP SAIL





# Bee Spring Rider





Playgrounds **Fun & Easy!**

PlayPower LT Farmington, Inc.  
878 E. US Hwy 60  
Monett, MO 65708  
1-800-325-8828

Northland Recreation LLC  
10085 Bridgewater Bay  
Woodbury, MN 55129  
(651) 815-4097 (phone)  
(414) 395-8538 (fax)

**Bill To:**

City of Richfield  
7000 Nicollet Ave  
Richfield, MN 55423

**Project Name & Location:**

Jefferson Park

**Ship To Address:**

6700 Thomas Avenue So.

Quote Date: 12/12/2017  
Valid For: 30 Days

Part Number	Description	Qty	Unit Price	Total
1	Custom Kid Builder Playstructure for the 5-12 play area and one custom PlayBuilder playstructure for the 2-5 play area.			39,199.88
245	Includes swings, spinner, and benches.			
cu yds	Certified woodfiber resilient surfacing installed. Includes fabric, DRAINTILE and rubber mats.			11,392.80
1	Old resilient surfacing removal			7,440.00
1	Installation of new play equipment.			17,654.87

**Totals:**

Equipment List:	\$39,199.88
Products by Other:	\$ 11,392.80
Installation:	\$ 25,094.87
Estimated Sales Tax*:	Not Included
Freight:	Included
<b>Grand Total:</b>	<b>\$ 75,687.55</b>

Notes:

Make Purchase Orders Out To:  
**PlayPower LT Farmington, Inc.**  
Remit Purchase Orders To:  
PlayPower LT Farmington, Inc.  
Attention: Sales Administration  
878 E US Hwy 60  
Monett, Missouri, USA 65708  
1-800-325-8828

Make Checks Payable To:  
PlayPower LT Farmington, Inc.  
Remit Checks To:  
PlayPower LT Farmington, Inc.  
P.O. Box 204713  
Dallas, TX 75320-4713



Playgrounds **Fun & Easy!**

PlayPower LT Farmington, Inc.  
878 E. US Hwy 60  
Monett, MO 65708  
1-800-325-8828

Northland Recreation LLC  
10085 Bridgewater Bay  
Woodbury, MN 55129  
(651) 815-4097 (phone)  
(414) 395-8538 (fax)

**Bill To:**

City of Richfield  
7000 Nicollet Ave  
Richfield, MN 55423

**Project Name & Location:**

Nicollet Park

**Ship To Address:**

6300 1<sup>st</sup> Ave So

Quote Date: 12/12/2017  
Valid For: 30 Days

Part Number	Description	Qty	Unit Price	Total
2	Custom Kid Builder Playstructures for the 5-12 and 2-5 play areas, Includes swings and spinners.			43,037.00
325 cu yds	Certified woodfiber resilient surfacing installed. Includes fabric, draintile and rubber mats.			13,244.60
1	Old resilient surfacing removal			2,500.00
1	Installation of new play equipment			\$18,850.00

**Totals:**

Equipment List:	\$ 43,037.00
Products by Other:	\$ 15,744.60
Installation:	\$ 18,850.00
Estimated Sales Tax*:	Not Included
Freight:	Included
<b>Grand Total:</b>	<b>\$ 75,131.60</b>

Notes:

Make Purchase Orders Out To:  
**PlayPower LT Farmington, Inc.**  
Remit Purchase Orders To:  
PlayPower LT Farmington, Inc.  
Attention: Sales Administration  
878 E US Hwy 60  
Monett, Missouri, USA 65708  
1-800-325-8828

Make Checks Payable To:  
PlayPower LT Farmington, Inc.  
Remit Checks To:  
PlayPower LT Farmington, Inc.  
P.O. Box 204713  
Dallas, TX 75320-4713





Playgrounds **Fun & Easy!**

PlayPower LT Farmington, Inc.  
878 E. US Hwy 60  
Monett, MO 65708  
1-800-325-8828

Northland Recreation LLC  
10085 Bridgewater Bay  
Woodbury, MN 55129  
(651) 815-4097 (phone)  
(414) 395-8538 (fax)

**Bill To:**

City of Richfield  
7000 Nicollet Ave  
Richfield, MN 55423

**Project Name & Location:**

Taft Park

**Ship To Address:**

1800 East 63<sup>rd</sup> St.

Quote Date: 12/12/2017  
Valid For: 30 Days

Part Number	Description	Qty	Unit Price	Total
1	Custom Kid Builder Playstructure for the 5-12 and Custom PlayBuilder for 2-5 Play Area Includes swings, spinner, spring rider and benches.			32,430.70
255 cu yds	Certified woodfiber resilient surfacing installed. Includes fabric, DRAINTILE, rubber mats and sod			12,650.20
1	Old resilient surfacing removal			3,850.00
1	Installation of new play equipment			\$13,584.45
309 l/f	New concrete B-12 border			11,665.50

**Totals:**

Equipment List:	\$32,430.70
Products by Other:	\$ 24,315.70
Installation:	\$ 17,434.45
Estimated Sales Tax*:	Not Included
Freight:	Included
<b>Grand Total:</b>	<b>\$ 74,180.85</b>

Notes:

Make Purchase Orders Out To:  
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Remit Purchase Orders To:  
PlayPower LT Farmington, Inc.  
Attention: Sales Administration  
878 E US Hwy 60  
Monett, Missouri, USA 65708  
1-800-325-8828

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Remit Checks To:  
PlayPower LT Farmington, Inc.  
P.O. Box 204713  
Dallas, TX 75320-4713



**STAFF REPORT NO. 87**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
7/8/2019

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2020.**

**EXECUTIVE SUMMARY:**

The City of Bloomington and the City of Richfield have had a contract for over 30 years for Bloomington to provide inspection and enforcement services in the areas of food, beverage, lodging, and public swimming pools along with plan check work for food services to Richfield.

The proposed contract for 2020 for these services will be \$142,300, compared to the 2019 contract amount of \$138,200. This is a 3% increase over the dollar amount paid to Bloomington in 2019. The increase is tied to increased benefit costs and staff salaries.

**RECOMMENDED ACTION:**

**By motion: Approve the continuation of an agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2020.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

Contained in the Executive Summary.

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

The City of Bloomington has sufficient resources to provide a professional level of inspection services to Richfield residents. Annual evaluations of their services have shown they are providing efficient services in a cost-effective manner.

C. **CRITICAL TIMING ISSUES:**

N/A

D. **FINANCIAL IMPACT:**

A 3% budget increase has been communicated to Richfield by Bloomington so the amount of \$142,300 has been captured in Richfield's 2020 budget.

**E. LEGAL CONSIDERATION:**

The City Attorney has reviewed the contract and has approved of it and its contents.

**ALTERNATIVE RECOMMENDATION(S):**

The Council could decide to have Richfield provide it's own food service inspections, beverage and lodging and the public swimming pools inspections and plan to check food services; however, the State would have to approve this change and would likely be concerned about staffing, response and capacity issues. The cost of hiring the necessary staff to provide the same level of services and administrative support would be more than the current expenditures and would require a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
2020 Food, Pools & Lodging contract	Cover Memo

**AGREEMENT BETWEEN THE CITIES OF BLOOMINGTON, MINNESOTA AND  
RICHFIELD, MINNESOTA FOR INSPECTIONS OF FOOD & BEVERAGE, LODGING,  
THERAPEUTIC MASSAGE, & BODY ART ESTABLISHMENTS AND INSPECTIONS OF  
PUBLIC SWIMMING POOLS**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield") and the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington").

WHEREAS, Richfield is authorized and empowered to provide for various types of environmental health inspections and code enforcement to ensure the public health, welfare and safety; and

WHEREAS, it is the desire of the parties and the purpose of this agreement that certain of such services be performed by Bloomington on behalf of Richfield; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2020 through December 31, 2020, subject to termination as provided in paragraph 6.
2. For the term of this Agreement, Bloomington shall provide the following services:
  - a. Food establishment inspections and code enforcement as necessary.
    - i. "High risk" food service establishments (license types I and II) and schools will be inspected a minimum of two (2) times per year.
    - ii. "Medium risk" food establishments required to have a certified food manager (license type III) will be inspected two (2) times per year.
    - iii. "Medium risk" food establishments not required to have a certified food manager (license type IV) and "Low risk" (license type V) food establishments will be inspected one (1) time per year.
  - b. Plan check and preopening construction inspections for new and remodeled food, lodging, therapeutic massage and body art establishments.



c. All public swimming pools inspected at least once (1) per year with a goal of two (2) inspections per year. This is in addition to an opening inspection of all outdoor public pools at the beginning of the summer swimming season.

d. All lodging establishments inspected at least once (1) per year.

e. All therapeutic massage and body art establishments inspected at least once (1) per year.

f. Investigation and resolution of complaints associated with food, lodging, therapeutic massage and body art establishments and public swimming pools.

3. Bloomington shall have control over the manner in which the inspections, plan review and code enforcement activities are conducted and over the determination of what enforcement action is appropriate and consistent with Richfield City Code Sections 617, 618, 619, 630 and 1188, and other applicable policies and ordinances as established by Richfield.

4. Bloomington shall assume the expense of performing the inspections and code enforcement.

5. In 2020, Richfield shall pay Bloomington the sum of ONE HUNDRED FORTY TWO THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$142,300.00) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2020, and the remainder shall be due on November 30, 2020.

6. Either party may terminate this Agreement as follows:

a. Upon the expiration of ninety (90) days after service of written notice upon the other party; or

b. At any time, upon mutual agreement of the parties.

7. In the event of a termination prior to December 31, 2020, a monthly prorata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.

8. To the fullest extent allowed by law, Bloomington agrees to defend, indemnify and hold harmless Richfield, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Bloomington's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or

expense is attributable to bodily injury, sickness, disease, or death or to the 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 Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

9. To the fullest extent allowed by law, Richfield agrees to defend, indemnify and hold harmless Bloomington, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Richfield's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the 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 Richfield, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

10. Bloomington shall carry municipal liability insurance in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence. Bloomington shall carry property damage liability insurance in the amount of \$100,000. Richfield shall be named as an additional insured on Bloomington's municipal liability policy and a certificate of said insurance shall be provided to Richfield upon request. Bloomington shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Richfield upon request.

11. Any employee assigned by Bloomington to perform its obligations hereunder shall remain the exclusive employee of Bloomington for all purposes including, but not limited to, wages, salary and employee benefits.

12. In addition to the services listed in Paragraph 2 above, Bloomington shall, upon request, also provide for and on behalf of Richfield elevated blood lead case management and enforcement. Such services shall be paid for by Richfield at the hourly rate of \$62.00 per hour plus the direct cost of all laboratory sample analysis, and said hourly rate shall be separate from, and in addition to, the

payment provided for by Paragraph 5 of this Agreement. All other provisions of this Agreement shall remain applicable with respect to the lead assessment services being provided.

13. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Bloomington as the agent, representative or employee of Richfield for any purpose or in any manner whatsoever. Bloomington is to be and shall remain an independent contractor with respect to all services performed under this contract. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required by Richfield under this contract, shall not be considered employees of Richfield. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Bloomington 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 Bloomington, its officers, officials, agents, or employees shall in no way be the responsibility of Richfield. Bloomington shall defend, indemnify and hold Richfield, its guests, invitees, members, officers, officials, agents, volunteers, representatives and/or subcontractors harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Bloomington personnel and other persons working on its behalf shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay and PERA.

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

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

16. Bloomington and Richfield agree to comply with the Americans with Disabilities Act (ADA) including all applicable provisions of Title II – Public Services and in accordance with 28 C.F.R. Part 35 Subpart B – Section 35.130 of the US Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973 (Section 504), and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Bloomington agrees to hold harmless and indemnify Richfield 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 Bloomington. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities. Richfield has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by 28 C.F.R. Part 35 Subpart B - Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

17. Bloomington and Richfield 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 Conflict Resolution Center, 2101 Hennepin Avenue South; Suite 100, Minneapolis, Minnesota, 55405. The parties shall decide whether mediation will be binding or non-binding. If the parties cannot reach agreement, mediation will be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statutes of limitations.

18. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF BLOOMINGTON

DATED:\_\_\_\_\_ BY:\_\_\_\_\_ Its Mayor

DATED:\_\_\_\_\_ BY:\_\_\_\_\_ Its City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
City Attorney

CITY OF RICHFIELD

DATED:\_\_\_\_\_ BY:\_\_\_\_\_ Its Mayor

DATED:\_\_\_\_\_ BY:\_\_\_\_\_ Its City Manager





**STAFF REPORT NO. 88**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
7/12/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for the Church of the Assumption, located at 305 77th Street East, for their annual festival taking place August 17-18, 2019.**

**EXECUTIVE SUMMARY:**

On July 5, 2019, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Church of the Assumption located at 305 77th Street East, for their annual festival taking place August 17-18, 2019. They will serve strong beer and wine coolers on August 17, 2019 from 5:00 p.m. to 11:00 p.m. and on August 18, 2019 from 11:00 a.m. to 5:00 p.m. The Church of the Assumption will be serving the alcoholic beverages from a beer truck located on their property. A map was included with the application showing where the beer truck would be placed. Their staff will be asking for IDs and provide hand stamps to monitor alcohol serving. No other intoxicating liquor beverages will be permitted.

The Church of the Assumption will be providing food and they have contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

**RECOMMENDED ACTION:**

**By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for The Church of the Assumption, located at 305 77th Street East, for their annual festival taking place August 17-18, 2019.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

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

- The required licensing fee has been paid.
- Proof of liquor liability insurance has been provided showing The Catholic Mutual Relief Society of America affording the coverage.

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

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

C. **CRITICAL TIMING ISSUES:**

- There are no critical timing issues.

D. **FINANCIAL IMPACT:**

- The required licensing fees have been received.

E. **LEGAL CONSIDERATION:**

- There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

The Church of the Assumption staff has been notified of the date of this meeting.



**STAFF REPORT NO. 89**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director  
7/15/2019

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a two-year use and indemnification agreement between the City of Richfield and Tom Price for the use of a 4,690 square-foot strip of land along the edge of Lincoln Field.**

**EXECUTIVE SUMMARY:**

Mr. Price, owner of the manufactured home park Woodlawn Terrace, has rented the northern ten feet of the Lincoln Athletic Complex for many years for purposes of accommodating five larger units. The City rents out the property through a use and indemnification agreement that has been renewed every two years since 1997. The current agreement expires on July 31, 2019 and staff has negotiated a new agreement and rental rate. Mr. Price has agreed to pay rent in the amount of \$4,773 payable in two installments: \$2,351 on or before November 15, 2019 and \$2,422 on or before August 1, 2020. The lease amount remains the same as the previous two-year cycle.

**RECOMMENDED ACTION:**

**By Motion: Approve a two-year use and indemnification agreement between the City of Richfield and Tom Price for the rental of a 4,690 square-foot strip of land along the edge of Lincoln Field.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Mr. Price has leased the strip of land for many years and has agreed to two-year lease agreements since 1997.

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

- By policy, the City Council reviews, considers, and executes all City contracts, including lease renewals.

**C. CRITICAL TIMING ISSUES:**

- The arrangement has been revisited every two years. The City does not have an immediate need for the land. The current two-year lease agreement expired on July 31, 2019.

**D. FINANCIAL IMPACT:**

- Mr. Price has agreed to pay rent in the amount of \$4,773 payable in two installments: \$2,351 on

or before November 15, 2019, and \$2,422 on or before August 1, 2020.

**E. LEGAL CONSIDERATION:**

- The Agreement was reviewed by the City Attorney.
- The City has a number of provisions to terminate the Agreement, including if Mr. Price should decide to sell his property.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the Agreement with Tom Price for the strip of land at Lincoln Field.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Tom Price, Woodlawn Terrace Owner

**ATTACHMENTS:**

Description	Type
☐ Agreement	Backup Material

**USE AND INDEMNIFICATION AGREEMENT**  
CITY OF RICHFIELD AND THOMAS PRICE

THIS USE AND INDEMNIFICATION AGREEMENT (the "Agreement") is made as of July 23, 2019, by and between the CITY OF RICHFIELD, a Minnesota municipal corporation (the "City"), and THOMAS PRICE, an individual residing at 7421 Lyndale Avenue South, Richfield, MN 55423 ("Price").

**RECITALS**

A. Price is the owner of a tract of land which is legally described in the Property ID number 34 028 24 32 0015. ADN UNPLATTED 34 028 24. METES/BOUNDS DESCRIPTION: THE S 5 ACRES OF THE N 10 ACRES OF NW 1&4 OF SW 1&4 AND THE N 4 FT THAT PART OF THE NW 1&4 OF SW 1&4 LYING S OF THE N 10 ACRES THEREOF EX R R R&W AND THE ROAD ("Price Property").

B. The City is the owner of a parcel of land which is legally described in the Property ID number 34 028 24 32 0025. ADN UNPLATTED 34 028 24. METES/BOUNDS DESCRIPTION: W 468 68/100 FT OF E 493 68/100 FT OF THAT PART OF THE S 20 ACRES OF N 30 ACRES OF NW 1/4 OF SW 1/4 LYING S OF THE N 4 FT THEREOF ("City Property").

C. Price is desirous of obtaining permission from the City to utilize a portion of the City Property in conjunction with the mobile home park which Price operates on the Price Property. This portion consists of the northern ten feet of the City property from the east to west boundaries, approximately 4,690 square feet.

D. The City is willing to permit such use in return for Price's agreement to indemnify, protect, defend, and hold harmless the City and to fulfill the other obligations contained herein pursuant to this Agreement.

**AGREEMENT**

1. **Offer and Acceptance of Agreement.** Subject to the terms and conditions of This Agreement, and in consideration of the covenants contained herein, the City and Price agree that Price may use the City Property for the period commencing on August 1, 2019, and terminating July 31, 2021 for a fee of \$4,773 payable in two installments: \$2,351 on or before November 15, 2019 and \$2,422 on or before August 1, 2020.

2. **Maintenance and Repair.** Price shall, at his own cost and expense maintain and repair the City Property and shall at all times keep it in compliance with regulations of the City. The City shall have no responsibility for the maintenance or repair of the City Property.

3. **Indemnification and Insurance.**

(a) Price shall at all times defend, protect, indemnify, and hold harmless the City and its agents, officers, servants, and employees from any and all claims for damages and other remedy, including but not limited to costs and attorney fees, arising from or by reason of the maintenance, use, and repair of the City Property. Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.



(b) Price, at his sole cost and expense, shall maintain in full force and effect during the term of this Agreement general liability insurance in the minimum amounts of \$1,000,000 bodily injury, including death, per person; \$1,000,000 bodily injury, including death, per occurrence; and \$500,000 property damage per occurrence. A certificate of insurance evidencing compliance with this Agreement shall be provided to the City by Price. The City shall be named as an additional insured on the insurance policy described herein, and such policy shall contain a stipulation that Price's insurer will provide thirty (30) days prior written notice of cancellation of such insurance to the City. The insurance shall be carried by solvent and responsible insurance companies licensed to do business in the State of Minnesota.

#### **4. Miscellaneous Provisions.**

(a) Any titles of the several paragraphs of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(b) Any 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; and

(i) in the case of Price, is addressed to or delivered personally to Price at 7421 Lyndale Avenue South, Richfield, MN 55423, and

(ii) in the case of the City, is addressed to or delivered personally to the City at the Richfield Community Center, 7000 Nicollet Avenue South, Richfield, MN 55423 or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Paragraph.

(c) This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(d) This Agreement constitutes the entire agreement between Price and the City with respect to the City Property and supersedes any other written or oral agreements between the parties on that subject. This Agreement can be modified only in a writing signed by the parties.

(e) The City may terminate this Agreement:

(i) if the termination is based upon health, safety or the need to make modifications within the City Property or by Price's transfer or sale of the Price Property, by the giving of 90 days written notice to Price; or

(ii) otherwise by the giving of 180 days written notice to Price. The termination shall be effective at the end of such notice period, at which point neither party shall have any further obligation hereunder, except that Price's obligations under paragraph 3 shall survive.

(f) On or before the expiration date or the effective date of termination of this Agreement, Price shall remove all structures from the City Property and restore the City Property with fully established sod.

(g) Price agrees to make no claim against the City for damages which Price may suffer as a result of the City's termination of this Agreement.

(h) Except as specifically set forth herein, nothing in this Agreement shall be construed to exempt Price from or waive the application of any federal, state, or local law, rule, or regulation.

(i) Nothing in this Agreement shall be construed as abandonment of the City Property by the City or as any relinquishment of any right the City may have with regard to the Property. Price specifically acknowledges and agrees that its construction and maintenance of the Property is at the sufferance of the City and subject to the City's right to terminate such use in accordance with the provisions in paragraph 4(e) hereof.

(j) In the event that the use of the City Property under this Agreement renders the City Property taxable, Price agrees to pay, before penalty attaches, all ad valorem property taxes or other similar taxes levied against the City Property.

(k) This Agreement may be extended by the parties from time-to-time and upon such terms as they shall mutually agree to.

(l) No new structure shall be erected on the City Property without the prior written consent of the City; and, Price shall not use the City Property for any purpose other than in connection with the mobile home park without the prior written consent of the City.

IN WITNESS WHEREOF, Price and the City have executed this Agreement this 23rd day of July, 2019.

CITY OF RICHFIELD

By \_\_\_\_\_  
Maria Regan Gonzalez  
Its Mayor

And \_\_\_\_\_  
Katie Rodriguez  
Its City Manager

\_\_\_\_\_  
Thomas Price



**STAFF REPORT NO. 90**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Logan Vlasaty, Project Engineer

DEPARTMENT DIRECTOR REVIEW: Chris Link, Acting Public Works Director  
7/16/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the adoption of a resolution authorizing the purchase of three temporary construction easements and three permanent right-of-way easements at 6999 Lyndale Ave S, 6645 Lyndale Ave S and 6749 Lyndale Ave S as related to the Lyndale Ave Reconstruction Project.**

**EXECUTIVE SUMMARY:**

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.

The three previously mentioned 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 the resolution authorizing payment to the property owners in the agreed upon amounts.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution authorizing the purchase of three temporary construction easements and three permanent right-of-way easements at 6999 Lyndale Ave S, 6645 Lyndale Ave S and 6749 Lyndale Ave S as related to the Lyndale Ave Reconstruction Project.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The City Council approved the Lyndale Ave Reconstruction Project final design on April 9, 2019.
- Permanent right-of-way and temporary construction easements are sometimes needed in order to implement major infrastructure projects and facilitate their construction.
- These 3 easements are necessitated by the larger footprint of the new roundabouts compared to the footprint of the existing roadway design.
- The value of the easements are determined via negotiation between a real estate appraisal firm

and the property owners following standard appraisal practices.

**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 Lyndale Ave Reconstruction Project.

**C. CRITICAL TIMING ISSUES:**

- Timely payment for and acquisition of the easements will allow construction to continue progress as planned in through 2019.

**D. FINANCIAL IMPACT:**

- 6999 Lyndale Ave S (PID: 27-028-24-33-0001) requires a temporary construction easement payment of \$835.00 and a permanent easement of \$8,363.00 for a total of \$9,200.00 (rounded to the nearest \$100).
- 6645 Lyndale Ave S (PID: 27-028-24-32-0127) requires a temporary construction easement payment of \$500.00 and a permanent easement of \$8,000.00 for a total of \$8,500.00.
- 6749 Lyndale Ave S (PID: 27-028-24-32-0054) requires a temporary construction easement payment of \$416.15 and a permanent easement of \$870.00 for a total of \$1,300.00 (rounded to the nearest \$100).
- Funding for the purchase of the easements required for the construction of the Lyndale Ave Reconstruction Project will be provided by City 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
▣ 6999 Lyndale Documents	Backup Material
▣ 6645 Lyndale Documents	Backup Material
▣ 6749 Lyndale Documents	Backup Material
▣ Resolution	Resolution Letter

Resolution Authorizing Sale of  
Lyndale Ave. Permanent Easement and Temporary Easement

WHEREAS, School District No. 280 in Hennepin County, State of Minnesota, is the owner of the property at 6999 Lyndale Ave. S in Richfield, Minnesota.

WHEREAS, School District No. 280 Board received an offer to purchase Permanent Easement and a Temporary Construction Easement from the City of Richfield for the Lyndale Ave. S. road project.

WHEREAS, The total offer to purchase is in the amount of \$9,200.00\_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED that the school board authorizes the sale of the described Permanent Easement and Temporary Construction Easement.

NOW, THEREFORE, FURTHER BE IT RESOLVED the school district is prepared to proceed with the sale of the Permanent Easement and Temporary Construction Easement by signing the required Permanent Easement and Temporary Construction Easement documents and that

\_\_\_\_\_  
Dr. Steven Unowsky, the \_\_\_\_\_ and  
(print name) (print title)  
\_\_\_\_\_  
Craig Holje, the \_\_\_\_\_  
(print name) (print title)

are authorized to sign said documents for and on behalf of the school district.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

I, \_\_\_\_\_, the \_\_\_\_\_ for  
(print name) (print title)

School District No. 280, Hennepin County, State of Minnesota, do hereby certify that the above is a true and full copy of a resolution duly adopted by the School Board of said School District assembled in regular session on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
School District No. 280

\_\_\_\_\_  
John Ashmead  
Its: \_\_\_\_\_  
Clerk



**Memorandum of Understanding for Settlement  
City of Richfield  
Lyndale Ave. Project**

Fee Owner: School District No. 280  
Property Address: 6999 Lyndale Ave. S.  
PIN: 27-028-24-33-0001

On this 14 day of June, 2019, School District No. 280, Owners of the above described parcel of property located in the County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the City of Richfield.

It is hereby acknowledged and agreed upon between the parties that:

The Owner has 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 understands and acknowledges 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.

That in full compensation for the conveyance of said property, the City of Richfield shall pay the Owner the sum of Nine Thousand Two Hundred and no/100 dollars (\$9,200.00) for easement(s) and damages.

Permanent Easement	\$8,363.00
Temporary Easement	\$ 835.00
Rounded Total	\$9,200.00

In the event of a clerical error, Grantor, whether one or more, agrees to cooperate in correcting the error including but not limited to resigning all documents.

**City of Richfield**

Date: 6/3/19


By:  Logan Vlasaty, Project Engineer

**School District No. 280**

Date: 6/14/19

By:  Steven Unowsky, Superintendent

Date: 6/14/19

By:   
Its: Chief HR & Admin. office

---

## TEMPORARY CONSTRUCTION EASEMENT

City of Richfield  
Lyndale Ave. Project

FOR VALUABLE CONSIDERATION, Independent School District No. 280, a political subdivision of the State of Minnesota, Grantor, hereby grants and conveys unto the City of Richfield, its contractors, permittees, successors and assigns, Grantee, a temporary easement for construction purposes for work space, construction operations and to grade and construct slopes both cuts and fills associated with construction or reconstruction of a public roadway, trail and pedestrian facilities, together with all other rights necessary and convenient for the enjoyment and use of same, over, under and across the real property situated in Hennepin County, the State of Minnesota as described, to wit:

See attached Exhibit A

Temporary easement shall start June 11, 2019 and expire July 1, 2020.

Grantor hereby agrees that all earthen material, other material, trees and vegetation excavated, removed or taken by Grantee from within said temporary easement shall become the property of Grantee.

Upon restoration of disturbed areas per plans and specifications determined by Grantee, Grantor does hereby release Grantee from any claims or damages resulting from the construction of said slopes associated with the road project and all work in connection therewith.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

EXECUTED as of this 14 day of June, 2019.

**Independent School District No. 280**

Steven Unowsky  
Its Superintendent

gaj  
Its Chief H/R & Admin. Officer

STATE OF MN )  
 ) SS.  
COUNTY OF Hennepin )

On this 14 day of June, 2019, before me, a Notary Public within and for said County, personally appeared

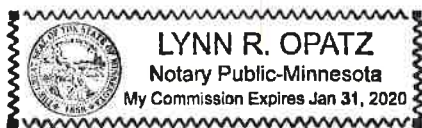
Steven Unowsky and Craig Holje  
(Print Name) (Print Name)

to me personally known, who by me duly sworn did say that they are the

Superintendent and Chief H/R & Admin. Officer  
(title) (title)

of Independent School District No. 280, a political subdivision of the State of Minnesota, named in the foregoing instrument, and that they are authorized to sign said instrument as the free act and deed for and on behalf of Independent School District No. 280.

(Seal)



Lynn R. Opatz  
Notary Public

My Commission Expires 01-31-2020

## Exhibit A

A temporary easement for construction purposes over, under and across that part of the herein described Parcel A, described as follows:

Commencing at the southeast corner of Government Lot 1 of Section 28, Township 28 North, Range 24 West of the 4th Principal Meridian, Hennepin County, Minnesota; thence on an assumed bearing of South 89 degrees 08 minutes 04 seconds West along the south line of said Government Lot 1, a distance of 140.23 feet; thence North 11 degrees 16 minutes 11 seconds West, a distance of 33.55 to the north right-of-way line of 70th Street West, being the north line of the south 33.00 feet, as measured at a right angle, of said Government Lot 1 and the point of beginning of the easement to be described; thence continuing North 11 degrees 16 minutes 11 seconds West, a distance of 10.92 feet; thence South 63 degrees 45 minutes 09 seconds East, a distance of 23.56 feet to said north right-of-way line; thence South 89 degrees 08 minutes 04 seconds West along said north right-of-way line, a distance of 19.00 feet to the point of beginning.

AND

A temporary easement for construction purposes over, under and across that part of the herein described Parcel A, described as follows:

Commencing at the southeast corner of Government Lot 1 of Section 28, Township 28 North, Range 24 West of the 4th Principal Meridian, Hennepin County, Minnesota; thence on an assumed bearing of South 89 degrees 08 minutes 04 seconds West along the south line of said Government Lot 1, a distance of 140.23 feet; thence North 11 degrees 16 minutes 11 seconds West, a distance of 76.27 feet to the point of beginning of the easement to be described; thence northeasterly a distance of 87.15 feet, along a non-tangential curve, concave to the southeast, having a radius of 764.00 feet, a central angle of 6 degrees 32 minutes 08 seconds, a chord distance of 87.10 feet, and a chord bearing of North 12 degrees 43 minutes 49 seconds East; thence North 74 degrees 23 minutes 54 seconds West, not tangent to said curve, a distance of 1.69 feet; thence North 16 degrees 10 minutes 43 seconds East, a distance of 25.66 feet; thence South 71 degrees 38 minutes 39 seconds East, a distance of 9.07 feet; thence North 15 degrees 46 minutes 57 seconds East, a distance of 20.16 feet; thence North 73 degrees 17 minutes 32 seconds West to the southeasterly right-of-way line of Lyndale Avenue South; thence southerly along said southeasterly right-of-way line to the intersection with a line bearing North 11 degrees 16 minutes 11 seconds West from the point of beginning; thence South 11 degrees 16 minutes 11 seconds East to the point of beginning.

Parcel A:  
(Document No. A3549788)

Parcel No. 1

"That portion of the following described premises lying East of Lyndale Avenue South:

That part of Southwest 1/4 of Southwest 1/4 of Section 27, Township 28 North, Range 24 West of the 4th Principal Meridian, AND That part of Government Lot 1, Section 28, Township 28, Range 24, described as follows, to wit: Beginning at the point of intersection of the South line of North 1/2 of Southwest 1/4 of Southwest 1/4 of said Section 27, with the center line of Garfield Ave. extended, as said Garfield Ave. is laid out in plat of Wooddale; thence Southwesterly along the extension of Garfield Ave. 300 feet; thence West parallel with the South line of said North 1/2 of Southwest 1/4 of Southwest 1/4 of said Section 27 and its extension thereof to the shore of Wood Lake; thence Northerly along said Lake Shore to its intersection with extension of the South line of North 1/2 of Southwest 1/4 of Southwest 1/4 of said Section 27; thence East to the point of beginning; excepting therefrom that portion thereof taken for street purposes."

Parcel No. 2

"That portion of the following described premises lying East of Lyndale Avenue South:

Commencing at the intersection of the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 27 and the centerline of Garfield Avenue; thence Southerly along centerline of Garfield Avenue extended 300 feet; thence West parallel with said South line of North 1/2 of the Southwest 1/4 of the Southwest 1/4 to shore of Wood Lake; thence Southerly along shore to South line of Section 28; thence East to the West line of Wallace's Sunnyside Acres, 2nd Addition; thence North along the West line of said Wallace's Sunnyside Acres 2nd Addition to the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 28, Range 24; thence West along the South line of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the point of beginning; excepting therefrom road and railroad right of way."



---

**PERMANENT EASEMENT**

City of Richfield  
Lyndale Ave. Project

FOR VALUABLE CONSIDERATION, Independent School District No. 280, a political subdivision of the State of Minnesota, Grantor, hereby grants and conveys unto the City of Richfield, its contractors, permittees, successors and assigns, Grantee, an easement for roadway purposes to grade, construct, operate, maintain, use, alter, repair and remove a public roadway, trails, sidewalks, bridges, structures, storm sewer, sanitary sewer, other public facilities and utilities, boulevards and appurtenances, including for drainage and utility purposes, together with all other rights necessary and convenient for the enjoyment and unrestricted use of same over, under and across the real property situated in Hennepin County, State of Minnesota, as described, to wit:

See Attached Exhibit A

Grantor hereby conveys all grass, shrubs, trees, natural growth, earthen materials, landscaping, improvements and structures existing or that may be planted or grown on the easement described herein. Grantor hereby agrees to not damage, destroy or remove any grass, trees, shrubs or natural growth replaced by Grantee on the easement described herein.

Grantor hereby releases Grantee from any and all claims for damages to the premises resulting from the uses and purposes granted herein and lying within the boundaries of the easement described herein. Grantee shall have the right to use and remove all grass, shrubs, trees (including overhanging branches), earthen materials, structures and improvements, which lie within the boundaries of the easement described herein.

To have and hold same, together with all of the rights and appurtenances belonging thereto, all of which shall run with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Independent School District No. 280

Steven Unowsky  
Its Superintendent

[Signature]  
Its Chief HR + Admin. Off.

STATE OF MN )  
 ) SS.  
COUNTY OF Hennepin )

On this 14 day of June, 2019, before me, a Notary Public  
within and for said County, personally appeared

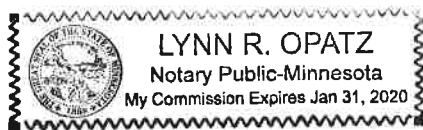
Steven Unowsky and Craig Holje  
(Print Name) (Print Name)

to me personally known, who by me duly sworn did say that they are the

Superintendent and Chief HR + Admin. Officer  
(title) (title)

of Independent School District No. 280, a political subdivision of the State of Minnesota, named  
in the foregoing instrument, and that they are authorized to sign said instrument as the free act  
and deed for and on behalf of Independent School District No. 280.

(Seal)



Lynn R. Opatz  
Notary Public

My Commission Expires 01-31-2020

## Exhibit A

A perpetual easement for roadway, drainage and utility purposes over, under and across that part of the herein described Parcel A, lying southwesterly of a line described as follows:

Commencing at the southeast corner of Government Lot 1 of Section 28, Township 28 North, Range 24 West of the 4th Principal Meridian, Hennepin County, Minnesota; thence on an assumed bearing of South 89 degrees 08 minutes 04 seconds West along the south line of said Government Lot 1, a distance of 140.23 feet to the point of beginning of the line to be described; thence North 11 degrees 16 minutes 11 seconds West, a distance of 150.00 feet and said line there terminating.

EXCEPT that part thereof lying within the existing right-of-way of Lyndale Avenue South.

Parcel A:  
(Document No. A3549788)

### Parcel No. 1

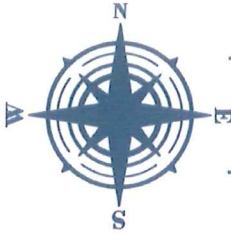
"That portion of the following described premises lying East of Lyndale Avenue South:

That part of Southwest 1/4 of Southwest 1/4 of Section 27, Township 28 North, Range 24 West of the 4th Principal Meridian, AND That part of Government Lot 1, Section 28, Township 28, Range 24, described as follows, to wit: Beginning at the point of intersection of the South line of North 1/2 of Southwest 1/4 of Southwest 1/4 of said Section 27, with the center line of Garfield Ave. extended, as said Garfield Ave. is laid out in plat of Wooddale; thence Southwesterly along the extension of Garfield Ave. 300 feet; thence West parallel with the South line of said North 1/2 of Southwest 1/4 of Southwest 1/4 of said Section 27 and its extension thereof to the shore of Wood Lake; thence Northerly along said Lake Shore to its intersection with extension of the South line of North 1/2 of Southwest 1/4 of Southwest 1/4 of said Section 27; thence East to the point of beginning; excepting therefrom that portion thereof taken for street purposes."

### Parcel No. 2

"That portion of the following described premises lying East of Lyndale Avenue South:

Commencing at the intersection of the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 27 and the centerline of Garfield Avenue; thence Southerly along centerline of Garfield Avenue extended 300 feet; thence West parallel with said South line of North 1/2 of the Southwest 1/4 of the Southwest 1/4 to shore of Wood Lake; thence Southerly along shore to South line of Section 28; thence East to the West line of Wallace's Sunnyside Acres, 2nd Addition; thence North along the West line of said Wallace's Sunnyside Acres 2nd Addition to the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 28, Range 24; thence West along the South line of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the point of beginning; excepting therefrom road and railroad right of way."



**HPS** HENNING  
PROFESSIONAL  
SERVICES

510 N Chestnut Street, Ste 200  
Chaska, MN 55318  
952.448.4630  
800.448.4630 toll free

Date: June 27, 2019

To: Logan Vlasaty  
City of Richfield

From: Leah Traxler, Henning Professional Services, Inc.

Re: **PAYMENT REQUEST**

Lyndale Ave Reconstruction

PID: 27-028-24-32-0127  
Property Address: 6645 Lyndale Ave. S, Richfield, MN

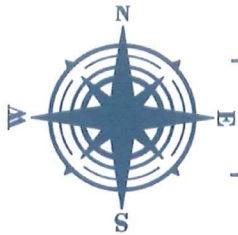
Make Check Payable to: McDonald's USA, LLC  
Mail to: Attn: Cassie O'Connor, Sr. Paralegal  
McDonald's Corporation  
110 N. Carpenter St.  
Chicago, IL 60607-2101

Payment Amount: \$8,500.00

SSN/EIN: Provided on attached W-9

**Please Record Easement Document(s) and provide copy of check to Leah Traxler.**

Settlement / Payment Summary	
Permanent Easement	\$8,000.00
Temporary Easement	\$500.00
TOTAL (rounded to):	\$8,500.00



**HPS** HENNING  
PROFESSIONAL  
SERVICES

510 N Chestnut Street, Ste 200  
Chaska, MN 55318  
952.448.4630  
800.448.4630 toll free

## Letter of Transmittal

Date:	June 27, 2019	<input checked="" type="checkbox"/>	Regular Mail
To:	Logan Vlasaty	<input type="checkbox"/>	Fax
	Richfield Maintenance Facility	<input type="checkbox"/>	Fax and Mail
	1901 E. 66th Street	<input type="checkbox"/>	Hand Deliver
	Richfield, MN 55423		

Re:	Lyndale Ave. Reconstruction McDonalds (6645 Lyndale Ave)
-----	---

We are enclosing:	McDonalds letter Permanent Easement Temporary Construction Easement Payment Request W-9
-------------------	---

For Your: ☐ Review ☒ Records ☒ Approval ☐ Information

Remarks:	Please send or email a copy of the check back to Henning Professional Services for the acquisition file. McDonalds is requesting a copy of the recorded easement document.
----------	---

From: Leah Traxler





McDonald's Corporation  
110 N Carpenter St  
Chicago, IL 60607-2101  
Direct Dial: 773-251-9234  
cassie.oconnor@us.mcd.com

**Federal Express, 2-day**

June 25, 2019

Wilson Development Services LLC  
510 N. Chestnut Street, Suite 200  
Chaska MN 55318

Attention: Leah Traxler, Acquisition Agent

Re: **RICHFIELD, MN**  
6645 Lyndale Avenue South  
L/C: 022-0383

Dear Ms. Traxler,

Enclosed herewith are the Permanent Easement and Temporary Construction Easement for the Lyndall Avenue Project at the address referenced above. I am also enclosing a W-9 for McDonald's USA, LLC. Please have your check, made payable to McDonald's USA, LLC, forwarded to my attention, and once the Permanent Easement has been recorded, I would appreciate your sending a copy to me for our files.

If you have any questions, please feel free to give me a call.

Sincerely,

McDONALD'S CORPORATION

A handwritten signature in blue ink that reads "Cassie O'Connor".

Cassie O'Connor  
Senior Paralegal

Enclosures

cc: Ms. Chris Schmidt (via e-mail)

---

## PERMANENT EASEMENT

City of Richfield  
Lyndale Ave. Project

FOR VALUABLE CONSIDERATION, McDonald's USA, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, Grantor, hereby grants and conveys unto the City of Richfield, its contractors, permittees, successors and assigns, Grantee, an easement for roadway purposes to grade, construct, operate, maintain, use, alter, repair and remove a public roadway, trails, sidewalks, bridges, structures, storm sewer, sanitary sewer, other public facilities and utilities, boulevards and appurtenances, including for drainage and utility purposes, together with all other rights necessary and convenient for the enjoyment and unrestricted use of same over, under and across the real property situated in Hennepin County, State of Minnesota, as described, to wit:

A perpetual easement for roadway, drainage and utility purposes over, under and across that part of Lot 1, Block 1, RICHFIELD URBAN VILLAGE, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Beginning at the most southwesterly corner of said Lot 1; thence northeasterly along the westerly line of said Lot 1, also being the southeasterly right-of-way line of Lyndale Avenue South, a distance of 20.00 feet; thence southeasterly to a point on the southerly line of said Lot 1, also being the northerly right-of-way line of 67th Street West, distant 34.64 feet southeasterly of said most southwesterly corner; thence northwesterly along said southerly line to the point of beginning.

Grantor hereby conveys all grass, shrubs, trees, natural growth, earthen materials, landscaping, improvements and structures existing or that may be planted or grown on the easement described herein. Grantor hereby agrees to not damage, destroy or remove any grass, trees, shrubs or natural growth replaced by Grantee on the easement described herein.

Grantor hereby releases Grantee from any and all claims for damages to the premises resulting from the uses and purposes granted herein and lying within the boundaries of the easement described herein. Grantee shall have the right to use and remove all grass, shrubs, trees (including overhanging branches), earthen materials, structures and improvements, which lie within the boundaries of the easement described herein.

To have and hold same, together with all of the rights and appurtenances belonging thereto, all of which shall run with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

McDonalds USA, LLC

CO By: Michael J. Van Pouché  
MICHAEL J. VAN POUCHÉ  
Its SENIOR COUNSEL  
By Kevin M. Hyde  
KEVIN M. HYDE  
Its SENIOR COUNSEL

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On this 24th day of JUNE, 2019, before me, a Notary Public within and for said County, personally appeared

MICHAEL J VAN POUCHÉ and KEVIN HYDE  
(Print Name) (Print Name)  
to me personally known, who by me duly sworn did say that they are the  
SENIOR COUNSEL and SENIOR COUNSEL  
(title) (title)

of McDonalds USA, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, named in the foregoing instrument, and that they are authorized to sign said instrument as the free act and deed for and on behalf of said limited liability company.

(Seal)



[Signature]  
Notary Public  
7.28.20  
My Commission Expires

---

## TEMPORARY CONSTRUCTION EASEMENT

City of Richfield  
Lyndale Ave. Project

FOR VALUABLE CONSIDERATION, McDonald's USA, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, Grantor, whether one or more, hereby grants and conveys unto the City of Richfield, its contractors, permittees, successors and assigns, Grantee, a temporary easement for construction purposes for work space, construction operations and to grade and construct slopes both cuts and fills associated with construction or reconstruction of a public roadway, trail and pedestrian facilities, together with all other rights necessary and convenient for the enjoyment and use of same, over, under and across the real property situated in Hennepin County, the State of Minnesota as described, to wit:

A temporary easement for construction purposes over, under and across that part of Lot 1, Block 1, RICHFIELD URBAN VILLAGE, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most southwesterly corner of said Lot 1; thence on an assumed bearing of North 20 degrees 18 minutes 13 seconds East along the westerly line of said Lot 1, also being the southeasterly right-of-way line of Lyndale Avenue South, a distance of 20.00 feet to the point of beginning of the easement to be described; thence continuing North 20 degrees 18 minutes 13 seconds East along said westerly line, a distance of 25.96 feet, thence South 00 degrees 59 minutes 31 seconds East, a distance of 22.66 feet; thence South 25 degrees 30 minutes 07 seconds East, a distance of 23.48 feet; thence South 62 degrees 53 minutes 57 seconds East, a distance of 21.75 feet; thence South to the southerly line of said Lot 1, also being the northerly right-of-way line of 67th Street West; thence northwesterly along said southerly line to a point distant 34.64 feet southeasterly of said most southwesterly corner; thence northwesterly to the point of beginning.

Temporary easement shall start June 30, 2019 and expire December 31, 2019.

Grantor hereby agrees that all earthen material, other material, trees and vegetation excavated, removed or taken by Grantee from within said temporary easement shall become the property of Grantee.

Upon restoration of disturbed areas per plans and specifications determined by Grantee, Grantor does hereby release Grantee from any claims or damages resulting from the construction of said slopes associated with the road project and all work in connection therewith.



This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

EXECUTED as of this 24<sup>th</sup> day of June, 2019.

**McDonalds USA, LLC**

cc: By: Michael J. Van Poycke  
MICHAEL J. VAN POYCKE  
Its SENIOR COUNSEL

By: Kevin M. Hyde  
KEVIN M. HYDE  
Its SENIOR COUNSEL

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

On this 24th day of JUNE, 2019, before me, a Notary Public  
within and for said County, personally appeared

MICHAEL J. VANPOUCKE and KEVIN HYDE  
(Print Name) (Print Name)  
to me personally known, who by me duly sworn did say that they are the

SENIOR COUNSEL and SENIOR COUNSEL  
(title) (title)

of McDonalds USA, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, named in the foregoing instrument, and that they are authorized to sign said instrument as the free act and deed for and on behalf of said limited liability company.

(Seal)



Notary Public

## My Commission Expires



## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**McDonald's USA, 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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**  
**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.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **E**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**110 N Carpenter Street**

6 City, state, and ZIP code

**Chicago IL 60607**

7 List account number(s) here (optional)

Requester's name and address (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

7 3 - 1 7 1 9 1 8 5

### 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 ►

June 25, 2019

## 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](http://www.irs.gov/FormW9).

### Purpose of Form

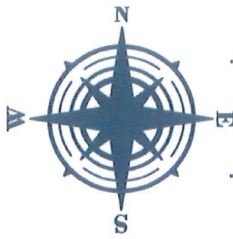
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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.



**HENNING  
PROFESSIONAL  
SERVICES**

510 N Chestnut Street, Ste 200  
Chaska, MN 55318  
952.448.4630  
800.448.4630 toll free

Date: June 17, 2019

To: Logan Vlasaty  
City of Richfield

From: Leah Traxler, Henning Professional Services, Inc.

Re: **PAYMENT REQUEST**

Lyndale Ave Reconstruction

PID: 27-028-24-32-0054  
Property Address: 6749 Lyndale Ave, Richfield, MN

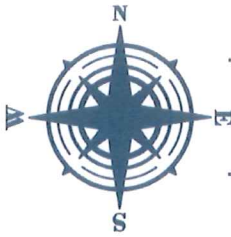
**Make Check Payable to:** Yvette Erasmus  
Mail to: Yvette Erasmus  
6749 Lyndale Ave. S.  
Richfield, MN 55423

Payment Amount: **\$1,300.00**

SSN/EIN: Provided on attached W-9

**Please Record Easement Document(s) and provide copy of check to Leah Traxler.**

Settlement / Payment Summary	
Permanent Easement	\$870.00
Temporary Easement	\$416.15
<b>TOTAL (rounded to):</b>	<b>\$1,300.00</b>



**HPS** **HENNING**  
**PROFESSIONAL**  
**SERVICES**

510 N Chestnut Street, Ste 200  
Chaska, MN 55318  
952.448.4630  
800.448.4630 toll free

## Letter of Transmittal

Date:	June 17, 2019	<input checked="" type="checkbox"/>	Regular Mail
To:	Logan Vlasaty	<input type="checkbox"/>	Fax
	Richfield Maintenance Facility	<input type="checkbox"/>	Fax and Mail
	1901 E. 66th Street	<input type="checkbox"/>	Hand Deliver
	Richfield, MN 55423		

Re:	Lyndale Ave. Reconstruction Erasmus (6749 Lyndale Ave)
-----	---

We are enclosing:	Permanent Easement Temporary Construction Easement Payment Request W-9
-------------------	---

For Your: ☐ Review ☒ Records ☒ Approval ☐ Information

Remarks:	Please send or email a copy of the check back to Henning Professional Services for the acquisition file.
----------	--

From: Leah Traxler



---

## PERMANENT EASEMENT

City of Richfield  
Lyndale Ave. Project

FOR VALUABLE CONSIDERATION, Evette Erasmus, a single person, Grantor, whether one or more, hereby grants and conveys unto the City of Richfield, its contractors, permittees, successors and assigns, Grantee, an easement for roadway purposes to grade, construct, operate, maintain, use, alter, repair and remove a public roadway, trails, sidewalks, bridges, structures, storm sewer, sanitary sewer, other public facilities and utilities, boulevards and appurtenances, including for drainage and utility purposes, together with all other rights necessary and convenient for the enjoyment and unrestricted use of same over, under and across the real property situated in Hennepin County, State of Minnesota, as described, to wit:

A perpetual easement for roadway, drainage and utility purposes over, under and across that part of Lot 13, Block 4 LYNDAL SHORES ON WOOD LAKE, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 13; thence easterly along the south line of said Lot 13, a distance of 13.20 feet; thence northwesterly to a point on the west line of said Lot 13, distant 9.09 feet northerly of said southwest corner; thence southerly along said west line to the point of beginning.

Grantor hereby conveys all grass, shrubs, trees, natural growth, earthen materials, landscaping, improvements and structures existing or that may be planted or grown on the easement described herein. Grantor hereby agrees to not damage, destroy or remove any grass, trees, shrubs or natural growth replaced by Grantee on the easement described herein.

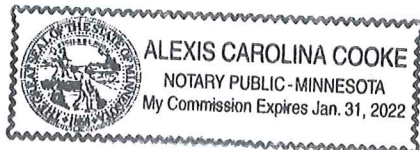
Grantor hereby releases Grantee from any and all claims for damages to the premises resulting from the uses and purposes granted herein and lying within the boundaries of the easement described herein. Grantee shall have the right to use and remove all grass, shrubs, trees (including overhanging branches), earthen materials, structures and improvements, which lie within the boundaries of the easement described herein.

To have and hold same, together with all of the rights and appurtenances belonging thereto, all of which shall run with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Evette Erasmus  
Evette Erasmus

STATE OF MN)  
COUNTY OF HENNEPIN) SS.

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of, JUNE, 2019, by Evette Erasmus, a single person as her free act and deed.



[Signature]  
Notary Public

My Commission Expires 01.31.2022



---

## TEMPORARY CONSTRUCTION EASEMENT

City of Richfield  
Lyndale Ave. Project

FOR VALUABLE CONSIDERATION, Evette Erasmus, a single person, Grantor, whether one or more, hereby grants and conveys unto the City of Richfield, its contractors, permittees, successors and assigns, Grantee, a temporary easement for construction purposes for work space, construction operations and to grade and construct slopes both cuts and fills associated with construction or reconstruction of a public roadway, trail and pedestrian facilities, together with all other rights necessary and convenient for the enjoyment and use of same, over, under and across the real property situated in Hennepin County, the State of Minnesota as described, to wit:

A temporary easement for construction purposes over, under and across that part of Lot 13, Block 4 LYNDAL SHORES ON WOOD LAKE, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 13; thence on an assumed bearing of North 89 degrees 37 minutes 38 seconds East along the south line of said Lot 13, a distance of 13.20 feet to the point of beginning of the easement to be described; thence continuing North 89 degrees 37 minutes 38 seconds East along said south line, a distance of 25.05 feet; thence North 03 degrees 42 minutes 24 seconds East, a distance of 3.28 feet; thence North 86 degrees 17 minutes 36 seconds West, a distance of 31.06 feet; thence North 62 degrees 52 minutes 30 seconds West, a distance of 3.10 feet; thence North 19 degrees 54 minutes 01 second West, a distance of 11.58 feet; thence North 02 degrees 16 minutes 27 seconds East, a distance of 10.25 feet; thence North 89 degrees 35 minutes 36 seconds East, a distance of 6.03 feet; thence North 00 degrees 43 minutes 51 seconds East to the north line of said Lot 13; thence westerly along said north line to the northwest corner of said Lot 13; thence southerly along said west line to a point distant 9.09 feet northerly of said southwest corner; thence southeasterly to the point of beginning.

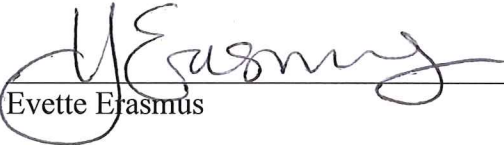
Temporary easement shall start June 11, 2019 and expire July 1, 2020.

Grantor hereby agrees that all earthen material, other material, trees and vegetation excavated, removed or taken by Grantee from within said temporary easement shall become the property of Grantee.

Upon restoration of disturbed areas per plans and specifications determined by Grantee, Grantor does hereby release Grantee from any claims or damages resulting from the construction of said slopes associated with the road project and all work in connection therewith.

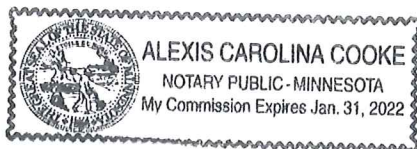
This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

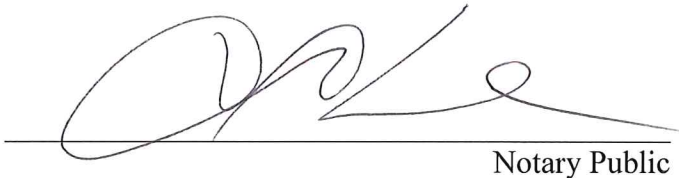
EXECUTED as of this 13<sup>th</sup> day of JUNE, 2019.

  
\_\_\_\_\_  
Evette Erasmus

STATE OF MN )  
COUNTY OF HENNEPIN ) SS.

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of, JUNE, 2019, by Evette Erasmus, a single person as her free act and deed.



  
\_\_\_\_\_  
Notary Public

My Commission Expires 01.31.2022

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO MAKE PAYMENTS FOR  
THE PURCHASE OF TEMPORARY AND PERMANENT RIGHT-OF-WAY  
CONSTRUCTION EASEMENTS AT 6999 LYNDAL AVE S., 6645 LYNDAL AVE S.,  
AND 6749 LYNDAL AVE S. AS PART OF THE LYNDAL AVENUE  
RECONSTRUCTION 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 required that the City undertake and complete improvements known as the Lyndal Avenue Reconstruction Project to improve the pavement conditions, replace deteriorating sidewalks, and upgrade aging underground utilities while improving operational safety for pedestrians, bicyclists, and vehicles; and

**WHEREAS**, it is necessary to acquire permanent right-of-way and temporary construction easements encumbering each property described above; 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 and make effective the agreed upon easements to ensure timely progression of the project in 2019.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of July, 2019.

---

Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 91**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Chris Link, Acting Public Works Director

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the termination of the Marketing License Agreement between the City of Richfield, Minnesota, and Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America.**

**EXECUTIVE SUMMARY:**

In 2016, the City entered into a partnership with Service Line Warranty of America (SLWA). The National League of Cities (NLC) Service Line Warranty Program is administered by SLWA and offered at no cost to the City with affordable rates for homeowners. Enrollment is 100% voluntary and, depending on coverage options, would protect a homeowner in the event of a water or sanitary service line failure.

Staff has elected to terminate the agreement with SLWA due to difficulties in working with SLWA representatives and the fact that most homeowners' preferred insurance provider now commonly offer the same or similar coverage through their homeowners policy. Richfield residents presently receiving coverage through SLWA will not be impacted and their coverage will continue.

In light of terminating this agreement but in recognition of the benefit of water and sanitary service line coverage, Public Works staff has chosen to instead use the City's communication outlets to inform residents of their service line liabilities and encourage them to seek water and sanitary sewer line coverage from their favored insurance provider.

**RECOMMENDED ACTION:**

**By Motion: Terminate the Marketing License Agreement between the City of Richfield, Minnesota, and Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Richfield property owners are responsible for the maintenance, repair or replacement of their water and sanitary sewer service lines. Many homeowners are unaware of this liability or the staggering cost that repair or replacement can reach. Many insurers, including SLWA, offer coverage to protect a homeowner in the event of a service line failure.
- In February 2016, the City entered into a marketing license agreement with SLWA that would allow SLWA to run Spring, Fall and Winter campaigns in which they would mail promotions/offers

for service line coverage to Richfield residents.

- Of the nine (9) coverage campaigns that the were to be distributed in the initial three (3) year term, only four (4) were actually completed.
- The term of the original agreement was for three (3) years, set to automatically renew for one (1) year terms indefinitely, until one of the parties gives the other written notice at least ninety (90) days before the end of the current term.
- Either party may also terminate the agreement for any reason upon ninety (90) days' written notice to the other party.
- Per the Agreement, SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this agreement.
- Richfield residents presently receiving coverage through SLWA will not be impacted and their coverage will continue.
- An example of a past SLWA campaign mailer is attached to this staff report for context.

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

- Richfield Code of Ordinances Chapter VII governs the City's sewer and water systems and assigns responsibility to the property owner for the upkeep of their service lines.

**C. CRITICAL TIMING ISSUES:**

- Before the ninety (90) day termination period can begin, the City must provide written notice to SLWA of its intent to terminate the agreement.

**D. FINANCIAL IMPACT:**

- In accordance with the agreement, SLWA remits to the City of Richfield \$0.50 per month per active account in the City.
- Based on 2018 numbers, the City brought in roughly \$7,250 in license fees from this arrangement last year.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

Description	Type
☐ Original SLWA License Agreement	Contract/Agreement
☐ SLWA Example Mailer	Backup Material



**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF  
RICHFIELD, MINNESOTA, AND UTILITY SERVICE PARTNERS PRIVATE LABEL,  
INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [Feb 25<sup>th</sup>, 2016] ("Effective Date"), by and between the City of Richfield, Minnesota ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. Either party may terminate this Agreement for any reason upon ninety (90) days'

written notice to the other party. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct seasonal campaigns each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. **Consideration.** As consideration for such license, SLWA will pay to City a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on a quarterly basis throughout the Term and any Renewal Term, due and payable on January 31st, April 30th, July 31st, and October 31st. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** SLWA hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:

ATTN: Robert Hintgen  
City of Richfield  
6700 Portland Avenue  
Richfield, MN 55423-2560  
Phone: (612) 861-9165

**To:** SLWA:  
ATTN: Vice President, Business Development  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (724) 749-1003

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by both parties.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

10. **Choice of Law** The governing law shall be the laws of the State of Minnesota.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF RICHFIELD AND  
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE  
WARRANTIES OF AMERICA**

**CITY OF RICHFIELD**

By: Debbie Goettel

Debbie Goettel, Mayor

By: Steve Devich

Steve Devich, City Manager

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

By: Brad H. Carmichael

Brad H. Carmichael, Vice President

By: J. Alan Crittenden

J. Alan Crittenden, Vice President, Secretary

Exhibit A  
NLC Service Line Warranty Program  
City of Richfield, MN  
Term Sheet  
January 25, 2016  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 9 campaigns)
- II. Quarterly royalty – \$0.50 per month per paid warranty contract
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
  - c. In-home plumbing warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - b. External water line warranty
    - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
    - ii. Extended coverage: Scope includes thawing of frozen external water line.
  - c. In-home plumbing warranty
    - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall and Winter)
  - a. 2016 Spring - Sewer
  - b. 2016 Fall - Water
  - c. 2016 Winter - In-home plumbing
  - d. 2017 Spring - Sewer
  - e. 2017 Fall - Water
  - f. 2017 Winter - In-home plumbing
  - g. 2018 Spring - Sewer
  - h. 2018 Fall - Water



i. 2018 Winter - In-home plumbing

VI. Campaign Pricing

a. Sewer

- i. Year 1 - \$7.75 per month; \$88.00 annually
- ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
- iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)

b. Water

- i. Year 1 - \$5.75 per month; \$64.00 annually
- ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
- iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)

c. In-home plumbing

- i. Year 1 - \$6.99 per month; \$78.99 annually
- ii. Year 2 - \$6.99 per month; \$78.99 annually (subject to annual review)
- iii. Year 3 - \$6.99 per month; \$78.99 annually (subject to annual review)



QS

<<MR. SAMPLE A SAMPLE>>  
<<MAIL\_ADDRESS1>>  
<<MAIL\_ADDRESS2>>  
<<MAIL\_CITY, ST ZIP>>



<<Month X, XXXX>>

Re: Water Service Line Repair  
Coverage for Richfield Homeowners

<<Mailcode-xxxx>>

Dear <<Sample A. Sample>>,

Did you know that repairs to the water line that runs between your home and the public utility connection that is damaged due to normal wear and tear are the responsibility of the homeowner? This line is subjected to the same elements that can cause our public service lines to decay – age, ground shifting, fluctuating temperatures and more.

While efforts are underway in many communities to improve public water and sewer systems, these fixes don't address the water line located on your property. Homeowners can spend from hundreds to thousands of dollars to repair a broken or leaking water line on their property – and that can be hard on a budget.

This is why I am pleased to remind you of a voluntary service line repair program which provides repair coverage for your outside water or well line, up to \$8,500 per service call with as many service calls as you need for covered repairs (30-day wait period with a money-back guarantee). The Service Line Warranties of America (SLWA) Exterior Water Service Line Coverage is the only service line protection program for eligible homeowners endorsed by the National League of Cities in cooperation with the City of Richfield. This program provides a 24-hour emergency hotline, 365 days a year.

SLWA, an independent provider, administers the program and is a BBB Accredited Business with an A+ rating. SLWA has helped more than 140,000 homeowners across the country save over \$90 million in water and sewer service line repair costs.<sup>1</sup>

Enroll today and pay a monthly price of \$5.33.

To enroll in this *optional* program return the completed bottom portion of this letter in the enclosed envelope or call 1-844-257-8795 to speak with an SLWA agent Monday through Friday 8am-8pm and Saturday 10am-4pm EST. Or visit [www.slwofa.com](http://www.slwofa.com) where you can enroll online – and learn about other service line protection products available in your area. This program is administered by SLWA, and no public funds were used for the mailing of this letter.

Please enroll by <<Date>>.

Sincerely,

Scott Van Stratten  
Customer Service / SLWA  
Home Emergency Insurance Solutions

<sup>1</sup>SLWA repair cost data, 2003-2017.

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect any service you have with your local utility or community.

## ACCEPTANCE FORM

PLEASE REPLY BY: <<XX/XX/XXXX>>

<<Mailcode-xxxx>>

For fastest processing, please visit [www.slwofa.com](http://www.slwofa.com).



By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at [www.slwofa.com](http://www.slwofa.com), and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA.

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

### E-Z PAY (see back of letter)

I have enclosed a check for my first payment of:

☐ \$5.33 per month    ☐ \$15.99 per quarter    ☐ \$63.96 per year

I authorize SLWA to charge my account for Exterior Water Service Line Coverage at the frequency specified and my financial institution to debit these payments, plus any applicable taxes, from the account provided. I understand that, regardless of the payment frequency I select, my optional coverage is based on an annual contract and will be *automatically renewed annually* on the same payment terms I selected at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-844-257-8795. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature (required)

PLEASE MAKE PAYABLE TO SLWA

<<Customer\_No>>

1904SQSH071AMNZ  
RX\_USP

1904SQSH071AMNZ  
RX\_USP  
RX

-.375"-<<MatchbackID>>

.25"

<<Mailcode>>-.25"

.375"



**STAFF REPORT NO. 92**  
**CITY COUNCIL MEETING**  
**7/23/2019**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
7/8/2019

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/17/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Public Hearing and consideration of the revocation of Empire Tobacco LLC business license for violations of Richfield City Code and Minnesota Statute 144.414.**

**EXECUTIVE SUMMARY:**

The City of Richfield Police Department attempted to perform a tobacco compliance check on June 13, 2019 at 2300 hours at Empire Tobacco, 6414 Nicollet Avenue South to investigate a report of smoking inside the City-licensed retail tobacco establishment. While inside the retail sales area, Officers observed haze and smoke. When Officers asked if they could enter other areas to investigate the source of the smoke, they were denied further entry.

As a result of the licensee's refusal to allow entry to the premises, the City served an administrative search warrant on Empire Tobacco LLC on June 14, 2019. Law enforcement officers and the Chief Building Official entered the establishment and observed several violations resulting in immediate closure of the business.

Based on the seriousness of the code violations, City staff is recommending that the Council revoke the establishment's business license. The licensee has a right to a public hearing before any action is taken. Pursuant to City code, the City gave written notice to the licensee informing it of the impending license revocation, the nature of the violations and basis for the proposed revocation, the right to a hearing, and the time and place of the hearing.

**RECOMMENDED ACTION:**

**Conduct and close the public hearing and by motion: Approve revocation of the business license of Empire Tobacco LLC located at 6414 Nicollet Ave South, Richfield, Minnesota and furthermore, approve a Resolution with Findings supporting the revocation.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Business licensing staff received an anonymous tip that Empire Tobacco was allowing hookah smoking in a private, paid membership only club located in the rear area of the building behind the tobacco retail store. Staff shared this information with the Public Safety Director/Chief of

Police and a tobacco compliance check was conducted. Officers conducting the compliance check were told by the business owner that the rear of the property was private and they would not be allowed entry.

The following day, an administrative warrant was obtained to gain entry into the "private" area where Officers were previously denied entry. Once entry was gained, several city code violations were noted by the Senior Building Official, Fire Chief and Police Chief. Due to the seriousness of the violations, the establishment was shut down immediately.

Richfield City Code violations include:

Lack of adequate egress for an assembly/occupancy.

Fire suppression system doesn't meet NFPA 13 (standard for the installation of a sprinkler system).

Substantial electrical wiring completed without obtaining a permit or inspection for lights and outlets.

Smoking/sampling of tobacco on premises.

Sale of food without a food license.

Entry for compliance check denied.

City Code violations identified on this property needlessly put lives at risk and required an "Unsafe Building" notice to be issued.

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

Richfield City Code subsection 1146.09, subd. 4. Smoking shall be prohibited, and no person shall smoke, in a public place, at a public meeting, or in a place of employment. This subdivision also prohibits the sampling of tobacco, tobacco products, electronic delivery devices, nicotine or lobelia delivery products and products used in electronic delivery devices and nicotine or lobelia delivery products.

Richfield City Code subsection 1146.17. All licensed premises shall be open to inspection by Richfield law enforcement or other authorized City officials during regular business hours for compliance checks.

Minnesota Statutes 144.414. No person shall smoke in an indoor area of a public place including retail stores or in a place of employment.

Richfield City Code subsection 617.07. No person is allowed to operate a food establishment within the City without a license.

In addition to the above violations, the City's Building Official sent a Notice of Unsafe Building on June 19, 2019. That Notice outlined several Fire and Building code violations that must be corrected before the establishment can be occupied and re-opened.

Richfield City Code subsection 1146.05, subd. 5, allows the revocation of a tobacco license, after an investigation and public hearing, for the following reasons (not an exhaustive list):

(a) The operation of the business is in conflict with any provision of this code.

(b) The operation of the business is in conflict with any health, fire, building, building maintenance, zoning, or any other applicable codes or laws.

(c) The applicant or licensee has failed to comply with one (1) or more provisions of this section or any statute, rule or ordinance pertaining to the sale of tobacco, tobacco products, tobacco-related device, electronic delivery devices or nicotine or lobelia delivery products.

**C. CRITICAL TIMING ISSUES:**

N/A

**D. FINANCIAL IMPACT:**

Other than the loss of license renewal fees, there is no financial impact.

**E. LEGAL CONSIDERATION:**

N/A

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could choose not to revoke the tobacco license, allowing Empire tobacco to continue operating in Richfield, however, due to the seriousness of the violations, city staff strongly recommend revoking the business license.

The City Council could choose to suspend the license with certain limitations.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Lensa T. Mohamed. Owner, Empire Tobacco Jay Rolloff, Rolloff Law

**ATTACHMENTS:**

Description	Type
□ Resolution with Findings	Cover Memo



## **RESOLUTION NO.**

### **REVOCATION OF THE BUSINESS LICENSE OF EMPIRE TOBACCO LLC LOCATED AT 6414 NICOLLET AVENUE SOUTH, RICHFIELD, MN 55423**

**WHEREAS**, Empire Tobacco LLC ("Licensee"), a Minnesota company, operated a tobacco retail establishment located at 6414 Nicollet Avenue S., Richfield, MN; and

**WHEREAS**, pursuant to Richfield City Code Subsection 1146.05, tobacco retailers are required to be licensed by the City; and

**WHEREAS**, Subsection 1146.05, subd. 4, of the Richfield City Code provides that smoking shall be prohibited, and no person shall smoke, in a public place, at a public meeting, or in a place of employment. This subdivision also prohibits the sampling of tobacco, tobacco products, electronic delivery devices, nicotine or lobelia delivery products and products used in electronic delivery devices and nicotine or lobelia delivery products; and

**WHEREAS**, Minn. Stat. § 144.414 also prohibits smoking in an indoor area of a public place including retail stores or in a place of employment; and

**WHEREAS**, Subsection 1146.17 of the Richfield City Code requires all licensed premises to be open to inspection by Richfield law enforcement or other authorized City officials during regular business hours; and

**WHEREAS**, Subsection 617.07 of the Richfield City Code prohibits the operation of a food establishment within the City of Richfield without first obtaining and having a valid license; and

**WHEREAS**, on April 2, 2019, Licensee submitted an application for a building permit to construct a wall between the retail area and a proposed new storage area on the premises; and

**WHEREAS**, on June 13, 2019, the Richfield Police Department attempted to perform a tobacco compliance check at the Licensee's establishment to investigate a report of indoor smoking; and

**WHEREAS**, while inside the retail sales area of the establishment, Officer observed haze and smoke, but were denied access to enter other areas of the establishment to complete the compliance check; and

**WHEREAS**, on June 14, 2019, the law enforcement officers entered the establishment with a lawfully-obtained administrative search warrant and observed the following violations in the establishment:

- 1) Evidence of indoor smoking in violation of City Code and State law;
- 2) Operation of a food establishment without a license in violation of City Code;
- 3) Unlawful use of the establishment as an assembly occupancy with several fire and building code violations related to the unlawful use.

**WHEREAS**, staff concluded, based on the inspection, that Licensee had misrepresented the intent to build a storage area on the premises and instead was using the premises for an assembly/"club" use; and

**WHEREAS**, on June 19, 2019, the City's Chief Building Official sent a Notice of Unsafe Building to the Licensee's representative specifying the items in the establishment that must be corrected before it could be re-occupied, as well as items necessary to operate the establishment as an assembly use; and

**WHEREAS**, Subsection 1146.05 of the Richfield City Code states that a license may be denied, suspended or revoked by the council, after an investigation and public hearing where the licensee is granted the opportunity to be heard, for one (1) or more of the following reasons:

- (a) The operation of the business is in conflict with any provision of this code.
- (b) The operation of the business is in conflict with any health, fire, building, building maintenance, zoning, or any other applicable codes or laws.
- (c) The applicant or licensee has failed to comply with one (1) or more provisions of this section or any statute, rule or ordinance pertaining to the sale of tobacco, tobacco products, tobacco-related device, electronic delivery devices or nicotine or lobelia delivery products.
- (d) The applicant has committed fraud, misrepresentation or bribery in securing or renewing a license.

**WHEREAS**, on June 24, 2019, the City sent a notice to the Licensee stating the staff's intent to recommend to the City Council that its license be revoked based on the city code violations identified on June 14, 2019 and informing Licensee of its right to a hearing.

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

1. The recitals outlined above are hereby adopted by the Council as factual findings and are fully incorporated herein.
2. The tobacco license for Empire Tobacco LLC which business was most currently located at 6414 Nicollet Avenue South, Richfield, MN 55423, is hereby revoked.

Adopted this 23rd day of July, 2019.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk