

#### REGULAR CITY COUNCIL MEETING VIRTUAL MEETING HELD VIA WEBEX MAY 26, 2020 7:00 PM

#### **INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Open forum

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 submitted comments prior to the meeting to kwynn@richfieldmn.gov or by calling 612-861-9711.

Approval of the Minutes of the (1) City Council Work Session of May 12, 2020; and (2) City Council Meeting of May 12, 2020.

#### **AGENDA APPROVAL**

- 1. Approval of the Agenda
- 2. 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. Consider the approval of the Portland Avenue Bicycle and Pedestrian Link Project:
    - 1. Construction Cooperative Agreement;
    - 2. Limited Use Permit; and
    - 3. No Parking Resolution.

Staff Report No. 62

B. Consider approval of a request for a new Secondhand Goods Dealer license for GameStop Inc., d/b/a GameStop #0633, located at 34 66th Street West.

Staff Report No. 63

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

#### **PUBLIC HEARINGS**

 Consider approval of an ordinance creating an Affordable Housing Trust Fund and authorize summary publication of said ordinance.

Staff Report No. 64

#### **RESOLUTIONS**

5. Consider a resolution requesting an advance payment of 2020-2024 Municipal State Aid (MSA) Street Funds to collect funds available from the completion of eligible past projects.

Staff Report No. 61

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

6. City Manager's Report

#### **CLAIMS AND PAYROLLS**

7. Claims and Payroll

#### **COUNCIL DISCUSSION**

- 8. Hats Off to Hometown Hits
- 9. 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

## City Council Work Session Virtual Meeting held via WebEx

May 12, 2020

#### CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 6:00 p.m. held via WebEx.

Council Members

Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann;

Present:

and Ben Whalen.

Council Members

Absent:

Edwina Garcia

Staff Present: Katie Rodriguez, City Manager; Neil Ruhland, Communications and

Engagement Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly

Wynn, Senior Office Assistant

Others Present: Lisa Sorensen, Sorensen Consulting

ITEM #1

#### **COMMUNITY COVID-19 IMPACT SURVEY**

City Manager Rodriguez introduced the agenda item and Neil Ruhland.

Communications Manager Ruhland provided a background of the survey since the onset of COVID-19 (coronavirus), the City wanted concrete information about what the residents were thinking, feeling and needing regarding housing, food, utility and health. He reviewed 26 similar surveys from surrounding communities to compile a short but informative survey. It consisted of 14 questions, focused on qualitative data, had a strong demographic component and was made available in both Spanish and English. The survey was then distributed by email, social media and through partner organizations such as Richfield Public Schools, Richfield Foundation, Chamber of Commerce, La Red Latina and MIRA.

Communications Manager Ruhland continued with response rate and information gathered. A total of 736 residents responded. He then discussed the demographics surrounding the residents who responded. He then went on to discuss that 74 percent of residents are social distancing most of the time and 91 percent of seniors are social distancing either "all" or "most" of the time.

Communications Manager Ruhland then spoke of the top COVID-19 related stressors. 66 percent of residents stated getting cleaning supplies was very or somewhat stressful followed by reduced wages, getting food and school closures. More specially, the Latinx respondents stated the possibility of reduced wages and hours were very or somewhat stressful. He also included results of top concerns regarding COVID-19. Getting sick was rated highest at 79 percent while stock/investments and not being able to work followed respectively at 35 and 25 percent. The results

also included people of color ranking top concerns as getting sick, accessing medical care and paying rent/mortgage while seniors' concerns were getting sick, stocks/investments and accessing medical care.

Communications Manager Ruhland discussed where residents are getting their information regarding COVID-19, concerns accessing basic needs, and what residents need to feel safe in the community. He also spoke about how residents' mental health is being impacted by the Stay-At-Home order. 36 percent of all respondents somewhat agreed the order was negatively impacting their mental health.

Communications Manager Ruhland concluded with the following takeaways:

- Overall: Residents are following guidelines, wanting positivity, requesting one another
  to follow the rules, concerned with everyday necessities like cleaning supplies, and
  people are turning to the City (and other government sources) for accurate information
  about COVID-19.
- Regarding people of color are they expect needing to access assistance programs at a much higher rate than Caucasians, have concerns about lost hours and wages are relatively high in Richfield's Latinx community and paying rent/mortgage is a concern.
- Seniors have been mentally strong throughout crisis, health care and medication access rank as high concerns, not anticipating needing to access assistance programs, and most aggressive at adhering to social distancing.
- Parents are extremely worried about schools, access to child care services is a concern and more than half of parents are nervous the Stay-At-Home order is negatively affecting their mental health.
- Renters are concerned about food accessibility, paying rent is an every-present worry and work hours/job security rates as high concern.

Council Member Supple asked if there was an indication if people wanting to access medical care need it for preventative care or COVID-19 related concerns. Communications Manager Ruhland believed the need was directed toward COVID-19 related issues but the questions were not vetted out to differentiate.

Council Member Whalen wondered if conversations between parents and schools have been arranged to develop more ways to support families and parents during this time. Communications Manager Ruhland explained how many organizations are jumping in and help when possible. Many people have the same belief that the smoothest way to get through this is together.

Council Member Trautmann thanked Communications Manager Ruhland for his work and depth of insight. Communications Manager Ruhland stated he is always available for questions.

Mayor Regan Gonzalez gave praise to Communications Manager Ruhland and how fortunate the City is to have his expertise.

Communications Manager Ruhland also thanked Kate Aitchison, Housing Specialist/Communications Specialist. She also put in many hours of work on this project and has been a great asset to the City.

ITEM #2

#### **COUNCIL – STAFF PLANNING RETREAT UPDATE**

Mayor Regan Gonzalez introduced Lisa Sorensen with Sorensen Consulting.

Lisa Sorensen shared what she is hoping to get from the session. She is hopeful Council and staff will be able to share information, strengths, challenges, roadblocks, frustrations, and wins. The session should also allow Directors to get feedback from Council and each other. This session will then set up for the second session in determining goals and priorities desired in the next 12 months. This leadership team is in unchartered territory but hopeful to come out of this better and stronger. This session will help set priorities and timelines as well as some assistance in adjusting the budget for the months to come. It will also create an environment to discuss the 'new normal' that has come to be. Notes will be compiled during this meeting and then dispersed before the second session.

Mayor Regan Gonzalez thanked Lisa Sorensen for her time and appreciates her format in what everyone is facing not only at work but in personal lives as well. She spoke of how this is a time to either grow together or possibly break and is excited in the direction they are headed of only growing stronger as a whole.

Council Member Supple appreciates that there will be time to think and reflect and is happy that there will be two sessions.

Council Member Whalen agreed that giving everyone time to process information and feedback in order to actively participate in both sessions. He spoke of how there aren't too many opportunities anymore to discuss and brainstorm visions where there aren't decisions being made. He believes this is exactly the right move to break this into two sessions.

Lisa Sorensen did ask Council and staff what their energy level was currently in a questionnaire between 1 and 5. Almost everyone is at a 1 or 2 and at very low levels of energy which is to be expected. There has been a lot of change in Council, staff and leadership in the last year and this will give people a chance to come together again.

There was discussion of whether this meeting should be in person or held virtually. As much as people would like to have this type of meeting in person, it was determined to be held virtually. As it may reduce the sense of companionship, it will not put anyone or their loved ones at risk during this pandemic. Everyone would like to promote safety and comfort.

Mayor Regan Gonzalez thanked Lisa Sorensen for her time and is looking forward to both of the upcoming sessions.

ADJOURNMENT		
The meeting was adjourned by unan	imous consent at 6:55 p.m.	
Date Approved: May 26, 2020		
	Maria Regan Gonzalez Mayor	
Kelly Wynn Senior Office Assistant	Katie Rodriguez City Manager	



#### CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting Virtual Meeting held via WebEx

May 12, 2020

#### **CALL TO ORDER**

The meeting was called to order by Mayor Maria Regan Gonzalez at 7:01 p.m. via WebEx.

Council Members

Maria Regan Gonzalez, Mayor; Mary Supple; Ben Whalen; Edwina Garcia; and

Present:

Simon Trautmann

Staff Present:

Katie Rodriguez, City Manager; Pam Dmytrenko, Assistant City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; Julie Urban, Housing Manager; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst;

and Kelly Wynn, Senior Office Assistant

Others Present:

Paul Lynch Jr., Managing Member with PLH and Associates LLC.

#### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

#### **OPEN FORUM**

No speakers. No constituents reached out prior to the meeting with any comments.

#### APPROVAL OF MINUTES

M/Supple, S/Trautmann to approve the minutes of the (1) City Council Work Session of May 12, 2020; and (2) City Council Meeting of May 12, 2020.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE Trautmann: AYE Garcia: AYE Whalen: AYE

#### Motion carried 5-0

Item #1

### PRESENTATION OF THE EQUITY IN THE TIME OF COVID-19 PANDEMIC PROCLAMATION

Mayor Regan Gonzalez read the proclamation and provided examples of staff efforts, a city staff team (CARES Team), staff equity training, communication options and work of the police department. There has been extra effort in putting out multiple types of communications, public safety reaching out to vulnerable community and Community Development Department offering resources to those in need.

Council Member Whalen spoke of how this pandemic is making it very apparent as to where the system is lacking in terms of inequality in serving people of color and low income residents. He mentioned VEAP and encouraged residents to reach out if in need as well as the Richfield Foundation.

Council Member Garcia expressed her pride in the City for declaring this proclamation and listing the action steps. She thanked Analyst Martinez Gavina for putting the item together.

Council Member Trautmann echoed his colleague's remarks and added that when the City is helping those defined in the margins, it is also helping the community as a whole. It shows how the City is committed as a whole to help in these efforts.

Council Member Supple thanked Analyst Martinez Gavina for her work in putting the proclamation together. She also commented on how this is very important work and will continue to be a work in progress.

Analyst Martinez Gavina shared a brief background on the proclamation. She has been in touch weekly with surrounding cities and working together to pass similar proclamations in those areas as well. Bloomington, Edina and Richfield will continue to work together and pool resources.

Item #2

#### APPROVAL OF THE AGENDA

M/Whalen, S/Trautmann to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE Trautmann: AYE Garcia: AYE Whalen: AYE

Motion carried 5-0

Item #3

**CONSENT CALENDAR** 

City Manager Rodriguez presented the consent calendar.

A. Consider the adoption of a resolution authorizing the City to affirm the monetary limits on statutory municipality tort liability (Staff Report No. 58).

## RESOLUTION NO. 11738 RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS ESTABLISHED BY MINNESOTA STATUTES 466.04

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

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE Trautmann: AYE Garcia: AYE Whalen: AYE

Motion carried 5-0

Item #4

CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR

None

Item #5

PROPOSED ORDINANCE TO CONSIDER APPROVAL OF A FIRST READING OF AN ORDINANCE CREATING AN AFFORDABLE HOUSING TRUST FUND (STAFF REPORT NO. 59)

Council Member Supple presented staff report 59.

Director Stark explained how this is a conduit for funding and is a place to deposit housing funds for affordable housing.

M/Supple, S/Trautmann to approve first reading of an ordinance establishing an Affordable Housing Trust Fund and set second reading and a public hearing for May 26, 2020.

Council Member Whalen expressed appreciation of the quick turn around on this item and is excited to see what is able to be done with the funding. He voiced concern of who this funding will serve and how it could be used in the future in different leadership. He proposed an amendment to the ordinance regarding who would be included in the funding.

M/Whalen, S/Trautmann to adopt an amendment.

City Attorney Tietjen explained how the Council has the ability to lower the percentage but the ordinance was drafted to allow the most flexibility.

Director Stark recommended Council to adopt the ordinance as written tonight and allow staff time to look more into the item. He also spoke of how this could negatively impact affordable housing programs in the future.

Council Member Whalen expressed appreciation of the reminders of how this could impact affordable housing programs. He commented on how developers may not be inclined to produce affordable housing for renters. He also stated he will do more research himself before the second hearing.

Council Member Supple mentioned the work session discussion around the impact COVID-19 is having on residents and how a major stressor on people in the ability to pay their rent and mortgages. She believed it is important to pass this item to provide some stability for residents. She then explained how she would like some more information on the amendment before making a decision.

Council Member Trautmann agreed with Council Member Supple to provide rental assistance is a priority. He mentioned how one in three residents in Richfield is a renter and the difficulty it can be to find a new place to live. He recommended Council Member Whalen hold off on his amendment.

Council Member Whalen withdrew his amendment until the second reading and appreciates everyone's thoughtfulness around this program.

Mayor Regan Gonzalez thanked Council and staff for the robust discussion. She expressed excitement on the flexibility and finding vehicles to provide support services for residents.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE Trautmann: AYE Garcia: AYE Whalen: AYE

Motion carried 5-0

M/Whalen, S/Supple to adopt a resolution approving a final plat of the RF64 Townhomes Addition.

Item #6

CONSIDER ADOPTION OF A RESOLUTION GRANTING AN EXTENSION OF LAND USE APPROVALS FOR A PLANNED UNIT DEVELOPMENT AT 101 66<sup>TH</sup> STREET EAST (THE EMI) (STAFF REPORT NO. 60)

Council Member Garcia presented staff report 60 and asked Director Stark what will happen if the developer is unable to comply with the new deadline.

Director Stark commented on how it is rare for developers to request a second extension but these are unusual times regarding the pandemic. However, if the developer is unable to comply with the new deadline the developer would have to start over with the 60-90 day process of Council and neighborhood meetings.

Council Member Garcia commented the developer could sell this project to another developer if desired. Director Stark confirmed a sale of the project could be made as long as no changes were made to the existing plans.

M/Garcia, S/Supple to adopt a resolution granting an extension of (up to) 180 days for a conditional use permit and final development plan for a planned unit development at 101 66th Street East.

## RESOLUTION NO. 11739 RESOLUTION GRANTING AN EXTENSION OF A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AT 101 66TH STREET EAST

Mayor Regan Gonzalez asked for clarification on possibility of a third extension. Director Stark confirmed a developer could come back in perpetuity for extensions but he didn't recall staff allowing more than a couple extensions for any projects.

Mayor Regan Gonzalez commented how there can be concerns from residents in the future but does support the extension at this time.

Council Member Whalen introduced himself and asked the developer for an update on the project and if it can be completed if the extension is granted.

Paul Lynch with PLH and Associates explained how they have been attempting to get the project going but the availability of labor and increase in construction costs. He is hopeful to get this completed.

Council Member Garcia asked if there had been communication with residents in the area of the needed extensions. Director Stark stated there has not been resident reach-out for about four months but it is not required to communicate extensions. Council Member Garcia believes residents should be aware.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE Trautmann: AYE Garcia: AYE Whalen: AYE

Motion carried 5-0

Item #7 CITY MANAGER'S REPORT

City Manager Rodriguez reminded Council and residents there will be a live call in option to participate in the public hearing at the May 26, 2020 meeting along with live streaming on Channel 16 and the Richfield website. She then discussed the \$7 million put into the House Bonding Bill for the 77<sup>th</sup> Underpass project and she appreciates the advocacy done. She also spoke of reopening the Richfield Liquor Store at 64<sup>th</sup> and Lyndale so the City will have 3 stores open all still with limited hours. She commended the Community Development Department for their work regarding the small business loan program.

Director Stark confirmed there were 36 applicants and the requests will be extremely close to the allotted \$150,000.

City Manager Rodriguez went on to encourage residents to come in the mornings to utilize the motor vehicle services that are available. The area gets very crowded as the day goes on. She also spoke of the hard decisions being made within the Parks and Recreation Department.

Council Member Supple asked about the ability to allow programs to use parks to provide food for children. City Manager Rodriguez commented that staff is coordinating with schools to help out where possible.

Item #8 CLAIMS AND PAYROLL

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

U.S. Bank	05/12/2020
A/P Checks 287049 - 287273	\$ 1,913,408.13
Payroll: 153747 - 154064	 655,723.23
TOTAL	\$ 2,569,131.36

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE Trautmann: AYE Whalen: AYE Garcia: AYE

Motion carried 5-0

Item #9 HATS OFF TO HOMETOWN HITS

Council Member Trautmann thanked Director Stark and staff for supporting small businesses during this pandemic. He also commended the Red, White and Blue Committee in their discussions and making the hard decision to cancel events.

Council Member Whalen expressed support for the Red, White and Blue Committee along with the Parks and Recreation Department for having to make difficult decisions. He also spoke of a local food drive with the help of VEAP, Richfield Rotary and local realtors. He then commended Neil Ruhland and Kate Aitchison for all their work regarding the community resource letter and impact survey. Lastly, he reminded residents to pick up trash in parks to help keep them looking wonderful as they are being used more now than ever.

Council Member Garcia commented on what a wonderful job everyone is doing.

Council Member Supple gave a proud shout out to the 2020 graduation class and wanted students to know the community supports them. She also reminded residents to fill out their Census and expressed how important it is for Richfield as a whole. She then commended the volunteers working with the Red, White and Blue Committee, Richfield Rotary, Veteran's Park and everyone who is offering time to help others. Council Member Supple also mentioned the progress on the sidewalk poetry contest. The committee is still narrowing down the candidates and she is looking forward to

seeing the winners. Lastly, she gave praise to staff involved in putting together the resource letter that went out to residents.

Mayor Regan Gonzalez commented on all the hard decisions being made especially around City events and cancelling them but is happy to see some going virtual like a Memorial Day program and 5k. She mentioned the Richfield Farmer's Market will open on May 16<sup>th</sup> and the Recreation Department is focusing on safety for residents. She encouraged residents to take necessary precautions to protect themselves as well as their neighbors, social distance and wear masks. Lastly, she thanked Fire, Police and Public Works Departments for participating in the birthday patrols and was excited to see they celebrated 100 patrols.

Item #10	ADJOURNMENT		
The r	meeting was adjourned by unanir	mous consent at 8:16 p.m.	
Date Approv	ed: May 26, 2020		
		Maria Regan Gonzalez Mayor	
Kelly Wynn Senior Office		Katie Rodriguez City Manager	

AGENDA SECTION: AGENDA ITEM# 2.A.



#### STAFF REPORT NO. 62 CITY COUNCIL MEETING 5/26/2020

REPORT PREPARED BY: Jack Broz, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

5/19/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

5/21/2020

#### ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the Portland Avenue Bicycle and Pedestrian Link Project:

- 1. Construction Cooperative Agreement;
- 2. Limited Use Permit; and
- 3. No Parking Resolution.

#### **EXECUTIVE SUMMARY:**

#### Overview

Hennepin County is the lead agency on the Portland Avenue Bicycle and Pedestrian Link Project. The proposed improvements will be accomplished in conjunction with a mill and overlay of Portland Avenue (north of 66th Street) and new street striping including the roundabout at 66th Street. Pedestrian activated flashing lights will be installed at the 66th Street roundabout crosswalks along with minor curb construction at the eastbound Trunk Highway 62 (Crosstown) & Portland ramp intersection.

#### Construction Cooperative Agreement, Limited Use Permit & No Parking Resolution

- The Construction Cooperative Agreement between the City and Hennepin County is a routine
  agreement to memorialize the partnership and to outline each party's financial and maintenance
  responsibilities, and associated costs to improve the segment of the corridor on Portland (CSAH 35)
  from 67th Street to Trunk Highway 62.
- The Limited Use Permit between the City and the Minnesota Department of Transportation (Mn/DOT) under consideration is a requirement from the state when municipalities or other entities construct trails on Mn/DOT right-of-way, the trail over Trunk Highway 62 triggers this requirement.
- The No Parking Resolution authorizes Hennepin County to erect "no parking" signage along the project as detailed below.

#### **Process**

The preliminary layout of Portland Avenue was developed by Hennepin County and presented at two Transportation Commission meetings and one public open house. Concerns were identified for bicyclists, pedestrians, and motorists along the corridor. Through the process, the preliminary design was tailored to address the identified corridor issues. The layout intends to improve the conditions for each of the modes as described below.

At the February 6, 2019 Transportation Commission meeting, the preliminary layout for the Portland Avenue Bicycle and Pedestrian Link Project was recommended for City Council approval and it was subsequently

approved at the February 26, 2019 City Council meeting.

Final design began in 2019 and has been completed in 2020 to develop construction plans and specifications for construction bidding in 2020.

#### **RECOMMENDED ACTION:**

By motion: Approve the Portland Avenue Bicycle and Pedestrian Link Project:

- 1. Construction Cooperative Agreement with Hennepin County;
- 2. Limited Use Permit with the Minnesota Department of Transportation; and
- 3. No Parking Resolution.

#### **BASIS OF RECOMMENDATION:**

#### A. **HISTORICAL CONTEXT**

#### **Key Points**

- The Portland Avenue Bicycle and Pedestrian Link Project will connect existing bicycle lanes south of 66th Street and existing bicycle lanes north of 60th Street in the City of Minneapolis, eliminating the existing "bike gap".
- This gap in the Hennepin County bicycle network was ranked by the County as the highest priority to connect.
- The project received Federal funding and was the top ranked bicycle project as determined by the Metropolitan Council.
- The Richfield Bicycle Master plan identifies Portland Avenue as a future bicycle route.

#### **Design Features**

*Bicyclists* - Concerns were identified due to the lack of facilities for bicyclists. The preliminary layout includes:

- On-street buffered bicycle lanes from 67th Street to Trunk Highway 62 (Crosstown).
- Improved crossings at 66th Street and the Trunk Highway 62 (Crosstown) ramp intersection.

Pedestrians - Concerns were identified related to discomfort, vehicle speeds, and safety when crossing and walking along the corridor. The preliminary layout includes pedestrian activated flashing crosswalk lights at the roundabout at 66th Street and Portland Avenue.

Parking - The existing condition allows for on-street parking on Sundays only. A visual survey of Sunday parking did not identify any use by residents and no comments were received that expressed concerns about the potential loss of Sunday parking on Portland Avenue. The preliminary layout prohibits all onstreet parking on the east and west sides of Portland Avenue. In addition, a prohibition of all on-street parking on the north and south sides of 66th Street from 5th Avenue to Oakland Avenue is required for safe operations near the roundabout.

*Motorists* - Concerns were identified with safety and mobility along the corridor. Safety concerns included above average crash and injury rates. In addition, the existing speeds make it uncomfortable and potentially dangerous for pedestrians and bicyclists. The preliminary design features include:

- Three lane roadway via a 4-to-3 lane conversion similar to Portland Avenue South of 66th Street, with left turn lanes at intersections.
- Traffic signal at 64th Street (same as existing).

Impacts - The design generally fits within the existing right-of-way, however, it will require a sidewalk easement at the City of Richfield Water Plant and at 64th Street entrance to the park. To mitigate these impacts, Hennepin County will plant additional trees along Portland Avenue adjacent to the park.

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

The Portland Avenue Bicycle and Pedestrian Link Project, from 67th Street to Trunk Highway 62 (Crosstown), is consistent with the following approved plans:

• Comprehensive Plan (Chapter 7 - Transportation)

- Bicycle Master Plan
- Pedestrian Master Plan
- Complete Streets Policy
- Arterial Roads Study

#### C. **CRITICAL TIMING ISSUES:**

The Cooperative Agreement, No Parking Resolution and Limited Use Permit need to be approved in order to advertise for bids in 2020 and to facilitate the 2020-2021 construction timeline.

#### D. FINANCIAL IMPACT:

The estimated cost to the City for the new pedestrian activated crossing light systems portion of the project is \$110,000 and is to be financed by Municipal State Aid in 2020.

#### E. **LEGAL CONSIDERATION:**

The City Attorney has reviewed the agreements and will be available to answer questions.

#### **ALTERNATIVE RECOMMENDATION(S):**

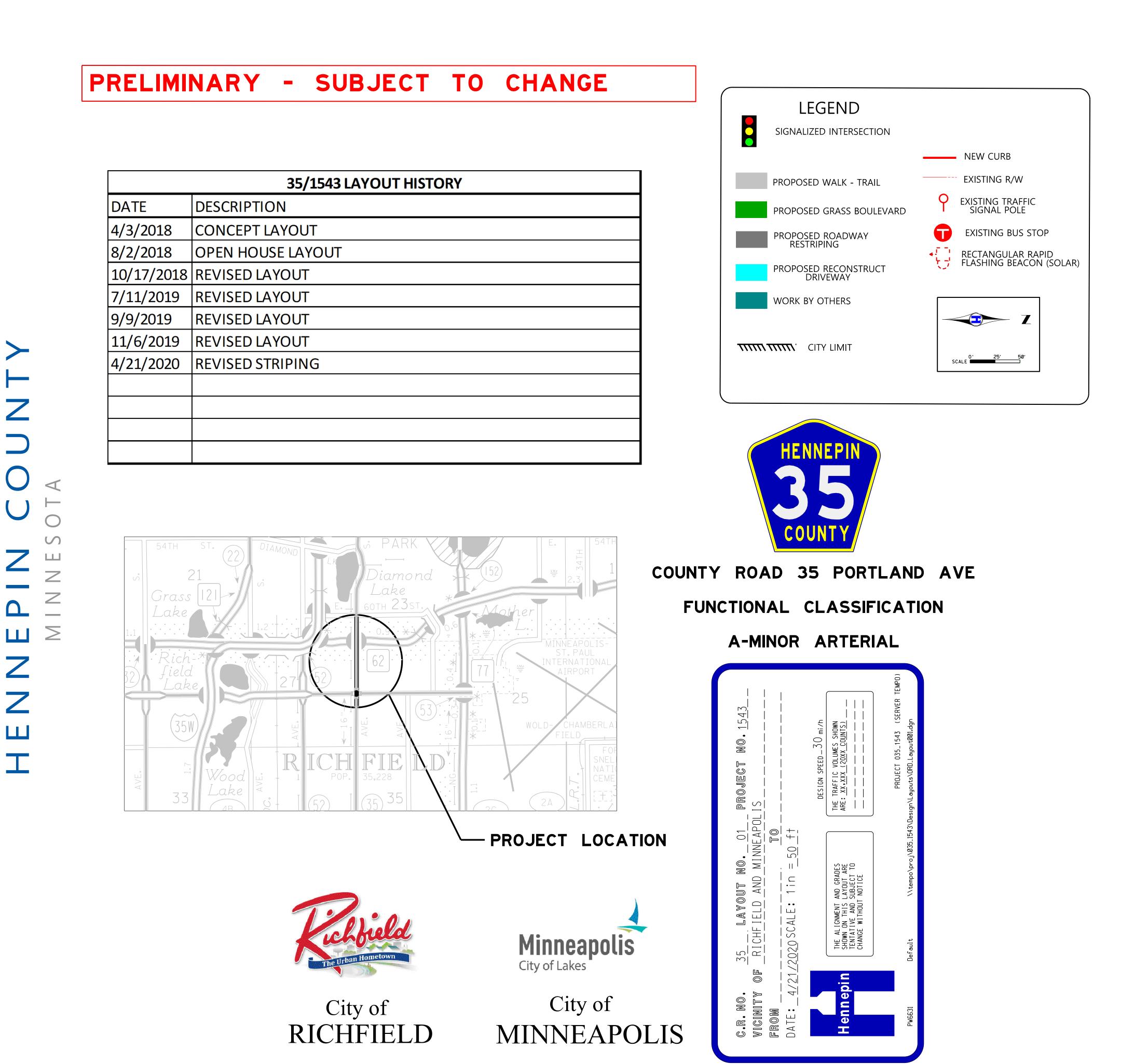
None

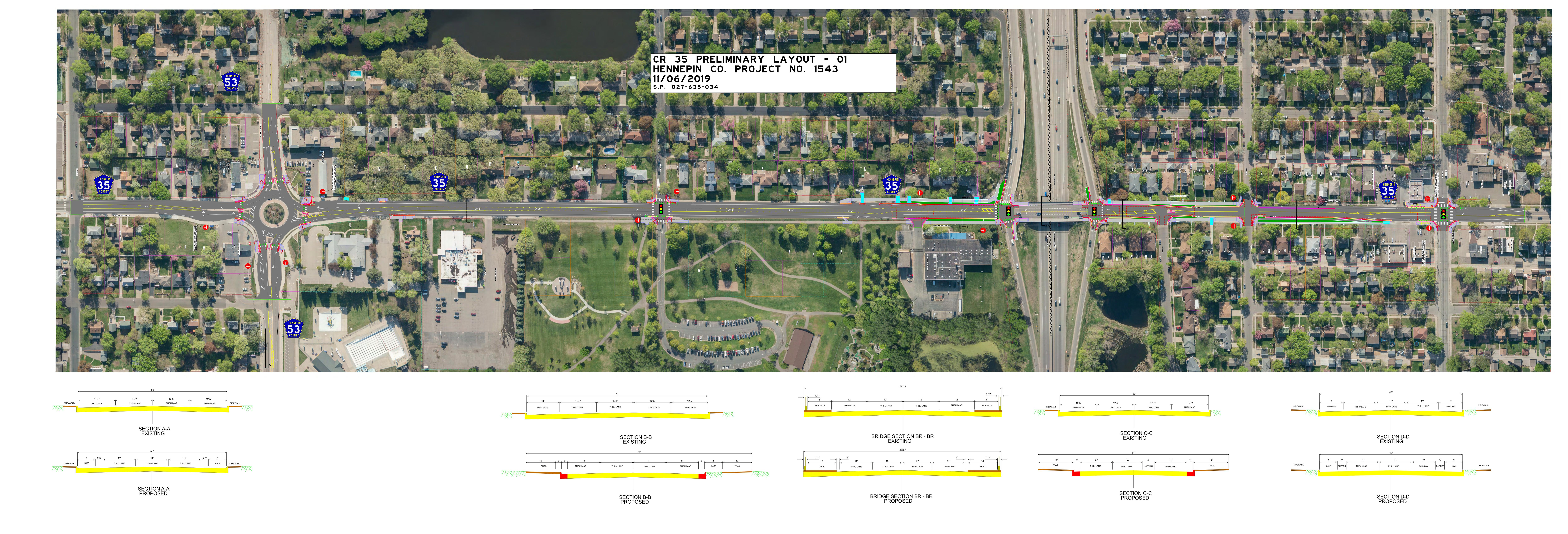
#### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

#### **ATTACHMENTS:**

	Description	Туре
D	Portland Ped. & Bike Link Layout	Exhibit
D	Portland Ped. & Bike Link Project Extents	Exhibit
D	Construction Cooperative Agreement	Contract/Agreement
D	Cost Estimate Exhibit A	Exhibit
D	County Streetscape Guidelines Exhibit B	Exhibit
D	Limited Use Permit	Contract/Agreement
D	Limited Use Permit Exhibit A	Exhibit
D	Portland No Parking Resolution	Resolution Letter





CSAH 35 (Portland Ave S) from 67th St E to 60th St E



**Disclaimer:** This map (i) is furnished "AS IS" with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this map.







Agreement No. PW 04-19-20 County Project No. 2154300 County State Aid Highway 35 City of Richfield County of Hennepin

#### CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, (hereinafter referred to as the "County"), and the **City of Richfield**, a Minnesota home-rule charter city, under the laws of the State of Minnesota, hereinafter referred to as the "City." The County and the City collectively are referred to as the "Parties."

#### Recitals

The following Recitals are incorporated into this Agreement.

- 1. There exists a segment of County State Aid Highway (CSAH) 35 (Portland Avenue) from Minnesota Highway (MN)-62 to 67th Street within the corporate limits of the City, which will be resurfaced and reconfigured to include enhanced multi-modal facilities along the roadway.
- 2. The segment of Portland Avenue mentioned above contains a gap in bicycle network between MN-62 and 67th streets.
- 3. The Parties, in an effort to materialize the visions of their Complete Street Policies, to improve motor vehicle operations and pedestrian safety, especially those needing accessibility features along the corridor, and to minimize construction activity impacts to the public, have collaborated and partnered to reconstruct improvements of the corridor from MN-62 to 67th Street within the City's corporate limits.
- 4. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party's financial and maintenance responsibilities, and associated costs to improve a segment of the corridor on CSAH 35 from MN-62 to 67th Street, under County Project (CP) 2154300, City Project No. 40024, which improvements include grading, drainage, bituminous surfacing, curb and gutter, sidewalk, pedestrian ramps, bicycle facility, traffic signals, landscaping and other related improvements, and which shall hereinafter be referred to as the "Project."
- 5. The County shall be the lead agency in Project designs and construction administration engineering, and be responsible for acquiring all necessary right of way and/or other governmental agencies-required permits needed for the Project.
- 6. The City has indicated its willingness to cost participate in the Project as detailed herein.
- 7. The County Engineer has heretofore prepared an Engineer's Estimate of quantities and unit prices for the above described Project in the sum of Four Million Three Hundred Eighty Seven

1

<u>SC</u>

Thousand Three Hundred Twenty Two Dollars and Forty Eight Cents (\$4,387,322.48), and a copy of the Engineer's Estimate and an estimated Division of Cost Summary, marked Exhibit "A", is attached hereto.

- 8. The County, under the supervision of the County certified arborist, intends to plant trees along the Project corridor in conjunction with the construction of the Project and propose to transfer ownership and maintenance responsibilities of the trees to the City after the establishment period of two years as defined in this Agreement.
- 9. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

#### Agreement

**NOW, THEREFORE,** the Parties agree as follows:

- 1. Term of Agreement, Survival of Terms, and Exhibits.
  - **1.1. Effective Date.** This Agreement is effective as of the date of the final signature.
  - **1.2. Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
  - **1.3. Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
  - 1.4. Exhibits. Engineer's Estimate of quantities and unit prices and estimated Division of Cost Summary marked Exhibit "A" and Hennepin County Department of Public Works

     Transportation Division: Recommended Urban Landscape/Streetscape Guidelines marked Exhibit "B" are attached and incorporated into this Agreement.

#### 2. Construction by the County.

2.1. Contract Award and Administration. The County or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of the plans and specifications from MnDOT and the City; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.

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#### 2.2. Plans and Specifications.

- **2.2.1.** All design work performed by the County and its agents that is to be incorporated into the bidding documents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to MnDOT Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA), and be approved by the County Engineer.
- **2.2.2.** The plans and specifications are referenced and identified as S.P. 027-635-034, TA2720(126), and approved by MnDOT.
- **2.2.3.** At the request of the City, the County or its agents shall furnish the City with any working copies of any plans, designs or reports at any time during the Project design process.
- 2.3. Construction Supervision and Inspection. The County or its agents will administer the construction contract, and perform all necessary engineering, inspection and testing of all the contract work. All work for the Project shall be completed in compliance with the MnDOT and City approved plans and specifications. The City Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the County Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

#### 2.4. Plan Changes and Additional Construction.

- **2.4.1.** The City agrees that the County may make changes in the plans or in the character of the contract construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the City that the County may enter into any change orders or supplemental agreements with the County's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, within the original scope of the Project.
- **2.4.2.** The City shall have the right to review any proposed changes to the plans and specifications as they relate to the City's cost participation prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the County shall submit the re-engineered design and/or specifications to the City. The City Engineer or designated representative shall respond to the County's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the County that affect the City's share of the construction cost within a reasonable time frame.

#### 2.5. Right of Way/Permit

- **2.5.1.** The County or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project.
- **2.5.2.** The City shall, without cost to the County or its contractor, grant the County and its contractor the right to occupy the City right of way and/or city owned property as necessary to perform the work described in the Project plans. This right is limited to the purpose of constructing the Project, and administering such construction.

#### 2.6. Traffic Signal/ Emergency Vehicle Preemption (EVP) Related Work.

- **2.6.1.** In addition to the City's cost participation as provided elsewhere in this Agreement, the City, at no cost to the County, shall: (1) install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the permanent traffic control signal systems and integral streetlights included in the Project; and (2) shall provide the electrical energy for the operation of all permanent and temporary traffic control signal systems and integral streetlights installed as a part of the Project.
- **2.6.2.** The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the traffic control signal, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such traffic control signals may be directly involved in an emergency.
- **2.6.3.** The EVP Systems provided for herein shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:
  - **2.6.3.1.** Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03.
  - **2.6.3.2.** The City shall report malfunctions of EVP systems to the County immediately after discovery of the malfunction.
  - **2.6.3.3.** In the event the EVP Systems or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County shall remove the EVP Systems.
  - **2.6.3.4.** All timing of the EVP Systems shall be determined by the County.
- **2.7. Street Lighting.** The Project will impact street lighting along the Project corridor, the County or its contractor will install street lights per the construction plans. The City agrees to participate in the cost to install the lights as shown in Exhibit "A".
  - **2.7.1.** In addition to the City's cost participation as provided elsewhere in this

Agreement, the City, at no cost to the County, shall provide the electrical energy for the operation of all the streetlights installed as a part of the Project.

- **2.8. Asbestos.** The Project may include the removal of asbestos containing electrical conduit. The County and its agents have completed the specifications for the safe removal of asbestos containing electrical conduit. The County shall be responsible for the oversight of the removal of asbestos containing electrical conduit and compliance with the abovementioned specifications. The County will provide the City copies of all shipping manifests and hauling records related to right of way asbestos removal on the Project.
- **2.9. Detours.** The Project may require limited detouring of traffic onto the City's streets. The Parties agree that there will be no additional compensation to the City for detours onto its streets required to construct the Project.

#### 3. Cost Participation.

- **3.1.** The City shall participate in the costs of the contract construction for the Project as set forth in the estimated Division of Cost Summary in Exhibit "A," which list all construction items the City cost-participates in such as: Mobilization, Rectangular Rapid Flashing Beacons (RRFBs), Traffic Control, and associated design engineering and construction administration fees.
- 3.2. The respective proportionate shares of the pro-rata pay items included in Exhibit "A" shall remain unchanged throughout the life of this Agreement. The estimated amount on Page 1 of this Agreement and as shown in Exhibit "A" is an estimate of the costs for the contract construction on the Project. Therefore, the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing the total final contract construction cost for apportioning the cost of the Project according to the provisions herein, and the final quantities as measured by the County Engineer's designated representatives for contract pay items in which the City is participating shall be subject to the review and approval by the City Engineer.
- 3.3. The City also agrees to reimburse the County for the City's proportionate share of design and construction administration engineering costs for the Project. The City's share of design engineering costs shall be equal to ten percent (10%) of the total final amount of the City's share of construction costs for the Project. The City's share of construction engineering costs shall be equal to eight percent (8%) of the total final amount of the City's share of contract construction costs for the Project. The City's proportionate shares of design and construction engineering costs as listed in Exhibit "A" are estimated, and the actual City's proportionate shares of design and construction administration engineering fees will be computed using the total final amount of the City's share of the contract construction costs for the Project.

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#### 4. Payment.

- **4.1.** For informational purposes only, as referenced in the Engineer's Estimate and an estimated Division of Cost Summary, marked Exhibit "A", the City's estimated amount to reimburse the County per this Agreement is \$105,975.80. The estimated amount due to the County from the City includes estimated costs of contract construction, design engineering (10%), and construction engineering (8%).
- **4.2.** After an award by the County to the successful bidder on the Project, the County shall invoice the City for ninety five percent (95%) of the estimated City's shares in the contract construction costs and construction and design engineering costs for the Project.
- **4.3.** Payments shall be made to the County, in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoices within forty five (45) days of the invoice date. The estimated City shares shall be based on actual contract unit prices applied to the estimated quantities shown in the plans.
- **4.4.** The payment should include the date, the name of the County's project manager (Mr. Josh Potter, P.E.), project name and county project number (C.P. 2154300). Payment and supporting documentation should be mailed to the following address:

OBF/APEX A-12 GC Mail Code 129 300 South 6th St Minneapolis, MN 55487

- **4.5.** In the event the County Engineer or the County's staff determines the need to amend the construction contract with a supplemental agreement or change order which results in an increase in the contract amount for the Project, the City hereby agrees to remit within forty five (45) days of notification by the County of the change an amount equal to ninety five percent (95%) of the estimated City shares as documented in the supplemental agreement or change order.
- **4.6.** The remainder of the City's shares in the engineering and contract construction costs of the Project, including additional costs resulting from supplemental agreements and change orders, will be due the County upon acceptance by the County's construction engineer of all the construction work performed by the County's construction contractor and submittal of the County Engineer's final estimate for the Project to the City.
- 4.7. Upon final payment to the Project contractor by the County, any amount remaining as a balance in the deposit account will be returned to the City, within 45 days, on a proportionate basis based on the City's initial deposit amount and the City's final proportionate share of the Project costs. Likewise, any amount due the County from the City upon final payment by the County shall be paid by the City as its final payment for the construction and engineering costs of the Project within forty five (45) days of receipt of an invoice from the County.

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- **4.8.** All payments to the County must be postmarked by the date due or a late penalty of one percent (1%) per month, or fraction thereof, on the unpaid balance will be charged to the City. The City shall pay the amount due as stated on the statement, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the City, the County shall reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the County. Daily interest shall be at the rate of one percent (1%) per month on the disputed amount.
- **5. Tree Planting.** The County will provide and plant twenty (20) bare root "gravel bed" trees in accordance with the plans within the right of way along CSAH 35 from 67th Street to MN-62 in conjunction with construction of the Project.
  - 5.1. "Gravel bed" trees are defined herein as bare root trees delivered from a nursery and installed in an irrigated bed of gravel. During this time, trees dramatically increase their fibrous root volume, which in turn decreases transplant shock and increases survival rates making them particularly suitable for roadway corridors that are heavily salted during the winter months. In addition, "gravel bed" trees are approximately one quarter the cost of trees which are most commonly planted along roadways. The County has the materials and resources available to complete the "gravel bed" tree planting along the CSAH 35 roadway at a greatly reduced cost.
  - **5.2.** The installation process will be overseen by a County certified arborist. Hennepin County Foresters will work with Sentencing to Service (STS) crews to install the trees which will minimize planting costs. The trees will be maintained and watered for the first two years (establishment period) by the County STS Forestry crew. County certified arborists will pay close attention to the status of the trees during this period and ensure that the proper level of care is given if any tree looks stressed. Any tree that does not survive within the first two years will be replaced by the County.
  - **5.3.** The City hereby affirms that the County STS Forestry crew is permitted to fill its water tank at a designated City facility to assist in watering efficiency during the two year establishment period. The County intends to use "gator bags" for watering the trees and employs a 500 gallon water tank for the watering efforts. It is estimated it will take eight (8) tanks to water the trees planted with the Project at one time, and the County STS Forestry crew will water the trees on average six (6) times per season. The City agrees to provide the needed water for the trees at no cost to the County.
  - **5.4.** After the two-year establishment period, the City will own and maintain the planted trees. The City shall thereafter maintain the trees and landscaping portion of the project as stipulated in the maintenance section in this Agreement.
- **6. County Permit Issuance.** The County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highways included in the Project for any installation of underground utilities which would be considered as new work. Service cuts shall be allowed for the maintenance and repair of any existing underground utilities.

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#### 7. No Parking.

- 7.1. As part of the Project, "No-Parking" signs shall be installed as represented in the plans. In addition to the City's cost participation as provided elsewhere in this Agreement, the City, at its expense, shall provide the enforcement for the prohibition of on-street parking on those portions of CSAH 35 constructed under this Project recognizing the concurrent jurisdiction of the Sheriff of Hennepin County.
- **7.2.** No modification of the above parking restrictions shall be made without first obtaining a resolution from the Hennepin County Board of Commissioners permitting the modification. In addition to the City's cost participation as provided elsewhere in this Agreement, the City shall, at its own expense, remove and replace city-owned signs that are within the construction limits of the Project if requested by the County's Project Engineer.
- **8.** The City's Maintenance Responsibilities. In addition to the City's cost participation as provided elsewhere in this Agreement, upon completion of the Project, the City shall provide year-round maintenance at its sole cost as outlined below, except for maintaining the trees planted along the corridor during the two-year establishment period.
  - **8.1. Traffic Signal Components.** Routine maintenance of permanent traffic control signals and interconnect reconstructed under the Project, including the lamp on the luminaire extension, the fuse and the wire from the lamp to the load side of the meter socket of traffic signal systems, and EVP components. In the event that the City fails to perform or request for the County's assistance in performing these maintenance responsibilities, the County with its forces, at its sole discretion and subject to the limitations imposed by availability of manpower, equipment and replacement parts, and the condition of the County Road System, will endeavor to perform these maintenance items and invoice the City for the services rendered, and the City shall pay such invoices.
  - **8.2. Street Lighting.** The City shall assume routine maintenance of street lights installed as part of the Project at no cost to the County. Maintenance includes but is not limited to replacing burned-out lamps, replacing fixtures or any other lighting components as per accepted City maintenance practices.
  - **8.3. Sidewalks and Pedestrian Refuges.** Routine maintenance of sidewalks and Americans with Disabilities Acts (ADA) pedestrian ramps. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities according to accepted city maintenance practices. Additionally, the City shall be responsible for winter maintenance on the sidewalk portions of the medians.
  - **8.4.** Crosswalk Markings. Maintenance of the newly installed durable crosswalk markings.
  - **8.5. Storm Sewers.** Routine maintenance of city owned storm sewer drainage systems such as all trunk lines, grit chambers, ponds, storm water treatment and drainage structures.

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- **8.6. Bicycle Facility.** Routine maintenance of the newly constructed off road bicycle facility (cycle track, trail). Maintenance includes, but is not limited to trail surfacing, sweeping, and winter maintenance.
- **8.7. Green Bicycle Conflict Zone Markings.** Routine maintenance of the newly installed green bicycle conflict zone markings according to accepted City maintenance practices.
- **8.8.** Landscaping. After the two-year establishment period, the City shall own and maintain the trees planted along the corridor as part of the Project. The rest of the streetscape, landscaping and associated landscaping structures, installed as part of this Project shall become the property of the City and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the City at no cost to the County and shall be in accordance with the attached "Hennepin County Department of Public Works Transportation Division: Recommended Urban Landscape/Streetscape Guidelines", marked Exhibit "B."
- **9.** The County's Maintenance Responsibilities. Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below:
  - **9.1. Roadways.** Maintenance of CSAH 35 reconstructed under the Project. Maintenance includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.
  - **9.2. Traffic Signal Components.** The County shall thereafter retain ownership of and maintain and repair the traffic control signal systems and their components at the expense of the County except for those items identified as City's responsibilities above. (Traffic signal systems on intersection of CSAH 35 and MN-62 ramps are owned and maintained by MnDOT under a separate agreement.)
  - **9.3.** Rectangular Rapid Flashing Beacon (RRFB). The County shall thereafter retain ownership of and maintain and repair the newly installed RRFB systems.
  - **9.4.** County Road Pavement Striping. The County shall thereafter maintain and repair all pavement striping for roadway users installed as a part of the Project at the expense of the County.
  - **9.5. Storm Sewers.** Upon completion of the Project, the County shall retain ownership of and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways as well as those within the radius return limits of intersecting municipal streets, at no cost to the City.
- **10. Authorized Representatives.** In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County Highway Engineer or designated representative and the City Engineer or designated representatives shall manage this Agreement on behalf of the County and the City.

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#### **County of Hennepin:**

Carla Stueve County Highway Engineer Hennepin County Public Works 1600 Prairie Drive, Medina, MN 55340

Office: 612-596-0356 Carla.Stueve@hennepin.us

#### City of Richfield:

Kristin Asher
Public Works Director
1901 E. 66th Street, Richfield, MN 55423

Office: 612.861.9795 KAsher@Richfieldmn.gov

## 11. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

- **11.1. Assignment.** The City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the County.
- 11.2. Amendments. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 11.3. **Default.** If the City fail to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the City's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.
- 11.4. Waiver. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 11.5. Agreement Complete. The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 11.6. Cancellation or Termination. This Agreement may be terminated or cancelled by each party by mutual agreement with or without cause by either party upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by any party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for

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obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

- 12. Indemnification. The County and the City agree to defend, indemnify and hold each other harmless, including their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of either party or either party's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of either party to perform fully, in any respect, all obligations under this contract. The Parties' liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.
- 13. Insurance. The County and the City agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County and the City, their commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, their officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain enough insurance so as to assure the performance of its indemnification and hold harmless obligation:

	<u>Limits</u>
(1) Commercial General Liability on an occurrence Basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury	
and Property Damage	\$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations Covered under this Agreement.

(2) Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles: \$1,500,000

(3) Workers' Compensation and employer's Liability:

Work Workers' Compensation: Statutory
If the contractor is based outside the State of

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Minnesota, coverage must apply to Minnesota laws.

Employer's Liability. Bodily injury by:

Accident – Each Accident\$500,000Disease – Policy Limit\$500,000Disease - Each Employee\$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

#### 14. Worker Compensation Claims.

- 14.1. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.
- 14.2. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.
- 15. Records/Audits. The City agrees that the County, the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may

reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of the City which involve transactions relating to this Agreement.

- **16. Nondiscrimination.** The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 17. Minnesota Laws Govern. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

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**IN TESTIMONY WHEREOF,** The Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

#### **CITY OF RICHFIELD**

(Seal)	By: Mayor
	Date:
	And:
	Manager
	Date:
COUNTY O	OF HENNEPIN
ATTEST:	
By:	By:
Deputy/Clerk of the County Board Date:	Chair of its County Board Date:
	And: County Administrator
REVIEWED BY	Date:
THE COUNTY ATTORNEY'S OFFICE:	And: Assistant County Administrator, Public Work
By:	Assistant County Administrator, Public Work Date:
Assistant County Attorney Date:	Dute
	RECOMMENDED FOR APPROVAL
	By:
	County Highway Engineer Date:
	RECOMMENDED FOR APPROVAL
	By:
	Operations Operation
	Date:

## CSAH 35 (PORTLAND AVE) COUNTY PROJECT NO. 1543 DIVISION OF COST SUMMARY (EXHIBIT A)

		TOTAL		Federal Funding	He	ennepin County State Aid		Hennepin County State Aid (REPP)	N	<b>/</b> linneapolis	(	linneapolis Force Acct For Traffic Items)		Richfield	M	etro Transit
Roadway (1)	\$	3,038,115.00	\$	750,176.00	\$	2,207,939.00	\$	80,000.00	\$	-	\$	-	\$	-	\$	-
Local 1 (2)	\$	218,580.00	\$	-	\$	-	\$	-	\$	218,580.00	\$	-	\$	-	\$	-
Local 2 (3)	\$	89,810.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	89,810.00	\$	-
Local 3 <b>(4)</b>	\$	94,266.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	94,266.00
Construction Total	Ś	3,440,771.00	Ś	750,176.00	\$	2,207,939.00	Ś	80,000.00	\$	218,580.00	\$		Ś	89,810.00	Ś	94,266.00
construction rotal		3,440,771.00	Y	750,170.00	7	2,207,333.00	7	00,000.00	7	210,500.00	7		7	03,010.00	Y	34,200.00
Right of Way (5)	\$	250,000.00	\$	-	\$	250,000.00	\$	-	\$	-	\$	-	\$	-	\$	-
Engineering & Construction Admin <b>(6)</b>	\$	631,551.48	\$	-	\$	564,000.00	\$	-	\$	43,844.40	\$	-	\$	16,165.80	\$	7,541.28
Traffic Signal - City Supplied Equipment & Connections (7)	\$	50,000.00	\$	-	\$	25,000.00	\$	-			\$	25,000.00	\$	-	\$	-
Water - City Supplied Equipment & Connections (8)	\$	15,000.00	\$	=	\$	15,000.00	\$	-	\$	-	\$	=	\$	-	\$	-
PROJECT TOTAL	\$	4,387,322.48	\$	750,176.00	\$	3,061,939.00	\$	80,000.00		\$287,4	124.	40	\$	105,975.80	\$	101,807.28

<sup>\*</sup>All costs are estimated and will be updated based on bid prices after bid opening

#### NOTES

(1) Federal Aid Eligible items. Federal funding capped at \$750,176.00 or 80% of Federal Aid Eligible items, whichever is less. In the case of this estimate, the \$750,176 cap controls. Hennepin County retains all federal funding share for this project due to not following county cost share policy. REPP funding for county cost share for roadway lighting only in Minneapolis. Remaining above the cap is local match (Project does not follow standard county cost share policy) with Hennepin County covering all costs except:

Note (2): Minneapolis covering 50% of temporary/permenant signal at Portland and 60th, 50% for new roadway lighting in Minneapolis, & 100% Pedestrian Refuge Median in Portland Ave at Park Ave.

Note (3): Richfield covering 100% of RRFB costs at Portland Ave and 66th Street roundabout. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

Note (4): Metro Transit covering 100% of Metro Transit D Line underground and flatwork costs for platforms at Portland Ave and 60th Street. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

(2) Minneapolis covering 50% of temporary/permenant signal at Portland and 60th, 50% for new roadway lighting in Minneapolis, and 100% Pedestrian Refuge Median in Portland Ave at Park Ave. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

(3) Richfield covering 100% of RRFB costs at Portland Ave and 66th Street roundabout. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

(4) Metro Transit covering 100% of Metro Transit D Line underground and flatwork costs for platforms at Portland Ave and 60th Street. 8% Construction Admin fees for these local costs listed in Note (5) below.

(5) Right of way costs 100% Hennepin County.

(6) For Local Costs in Notes (2), (3), (4): 10% Design Engineering and 8% Construction Admin for those local construction costs to be reimbursed by agency to the county. Exception is Metro Transit which only reimburse's 8% construction admin costs as design completed under separate D Line contract.

(7) Traffic signal equipment supplied by City of Minneapolis includes cabinet/controllers and force account work for terminations.

Cabinets/controllers/terminations estimated cost = \$50,000.00 per intersection, project has one intersection at Portland Ave and 60th Street.

Minneapolis to cover 50% of total signal cabinet and terminations costs through internal accounting. County to reimburse city for 50% of total signal cabinet and terminations cost post project via Force Account once documentation of the total costs (Time, Labor, Materials) are provided by the city.

(8) One Water Hydrant move prompted by project work, force account work for City of Minneapolis crews to complete wet tap and valve. Estimated Force Account Work = \$15,000 for one wet tap and valve for one hydrant relocation with city supplying hydrant to contractor.

County to reimburse city for 100% of total wet tap and valve costs post project via Force Account once documentation of the total costs (Time, Labor, Materials) are provided by the city.

Last Updated: 5/8/2020 At 4:00PM

ENGINEER'S ESTIMATE
CSAH 35 (PORTLAND AVE) BIKE GAP PROJECT
SP 027-635-034 & SP 2775-30 & SP 157-020-031
HENNEPIN COUNTY (PROJECT NO 1543)
ALLIANT PROJECT NO: 180136
DATE: MAY 4 2020



DATE: MAY	.,																		
		ENGINEER'S ESTIMA																	
TAB SHEET	NO NO	ITEM DESCRIPTION	UNIT	NOTES	UNIT	TOTAL	TOTAL		FEDERAL AID F	PARTICIPATIN	IG			ARTICIPATING			NON-PART	TICIPATING	
NO	NO				COST	ESTIMATED	ESTIMATED		SP 027-	635-034		SP 027	-635-034	SP 157-0	020-031				
						QUANTITY	COST		HENNEPI	N COUNTY		HEN	NEPIN	CITY	OF .	CIT	Y OF	METRO	D LINE
												COL	UNTY	RICHE	FIELD	MINNE	APOLIS		
								DO 1511/11/	ROADWAY		DRAINAGE	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
								ROADWAY	COST	DRAINAGE	COST	QUANTITI	0031	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
	2011.601 AS	BUILT	LUMP SUM	(17)	\$7,000.00	1	\$7,000.00	0.69	\$4,830.00	0.06	\$420.00	0.12	\$840.00	0.03	\$210.00	0.07	\$490.00	0.03	\$210.00
	2021.501 M	DBILIZATION	LUMP SUM		\$160,000.00	1	\$160,000.00	0.69	\$110,400.00	0.06	\$9,600.00	0.12	\$19,200.00	0.03	\$4,800.00	0.07	\$11,200.00	0.03	\$4,800.00
D O	2031.502 FIE 2101.524 CL	ELD OFFICE TYPE D	EACH	(17)	\$20,000.00	1	\$20,000.00	0.69	\$13,800.00	0.06	\$1,200.00	0.12	\$2,400.00	0.03	\$600.00	0.07	\$1,400.00	0.03	\$600.00
B 9 B 9	2101.524 CL 2101.524 GF		TREE	(11), (17) (11), (17)	\$200.00 \$250.00	15 15	\$3,000.00 \$3,750.00	15 15	\$3,000.00 \$3,750.00									+	
		VEMENT MARKING REMOVAL	LIN FT	(17)	\$1.00	6500	\$6,500.00	6500	\$6,500.00										i
		MOVE MANHOLE	EACH	(13)	\$500.00	1	\$500.00	1	\$500.00										
H 31		MOVE CASTING MOVE CURB STOP AND BOX	EACH EACH		\$200.00 \$200.00	9 2	\$1,800.00 \$400.00	2.00	\$400.00	9	\$1,800.00							+	
В 9		MOVE HYDRANT	EACH		\$500.00	2	\$1,000.00	2.00	\$1,000.00									+	
H 31		MOVE DRAINAGE STRUCTURE	EACH		\$500.00	11	\$5,500.00		, ,	11	\$5,500.00								<u> </u>
		MOVE FOUNDATION	EACH		\$2,000.00	1	\$2,000.00	1	\$2,000.00										<del></del>
		MOVE SIGN TYPE C MOVE SERVICE INSTALLATION	EACH EACH		\$50.00 \$700.00	27	\$1,350.00 \$700.00	27	\$1,350.00 \$700.00					+				+ +	
		EMOVE SIGNAL SYSTEM D	EACH		\$5,000.00	1	\$5,000.00	0.5	\$2,500.00							0.5	\$2,500.00	+	
		MOVE LIGHT FOUNDATION	EACH		\$500.00	10	\$5,000.00	10	\$5,000.00										
		MOVE SIGN PANEL TYPE C LVAGE LIGHTING UNIT	EACH		\$25.00	36	\$900.00	36	\$900.00										<del>                                     </del>
		ALVAGE CABINET	EACH EACH		\$500.00 \$700.00	10	\$5,000.00 \$700.00	10	\$5,000.00 \$700.00									+	
l 203		ALVAGE SIGN TYPE C	EACH		\$50.00	18	\$900.00	18	\$900.00									†	Ī
В 9		WING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT		\$5.00	1300	\$6,500.00	1272	\$6,360.00									28	\$140.00
B 9		WING BITUMINOUS PAVEMENT (FULL DEPTH) MOVE WATER MAIN	LIN FT	(18)	\$5.00 \$20.00	4555 62	\$22,775.00 \$1,240.00	4465 62	\$22,325.00 \$1.240.00	1								90	\$450.00
H 31		MOVE SEWER PIPE (STORM)	LIN FT		\$20.00	412	\$8,240.00	02	\$1,240.00	412	\$8,240.00							+	
В 9		EMOVE CURB AND GUTTER	LIN FT		\$5.00	4164	\$20,820.00	4063	\$20,315.00		70,210100							101	\$505.00
B 9		MOVE STONE RETAINING WALL	LIN FT	(2)	\$15.00	17	\$255.00	17	\$255.00										
B 9		MOVE CABLES  MOVE CONCRETE BLOCK WALL	LIN FT	(1)	\$3.00 \$15.00	200 35	\$600.00 \$525.00	200 35	\$600.00 \$525.00									+	
В		LVAGE CHAIN LINK FENCE	LIN FT	(10)	\$10.00	104	\$1,040.00	104	\$1,040.00									+	
		MOVE CONCRETE APPROACH PANEL	SQ YD		\$30.00	6	\$180.00	6	\$180.00										i
B 9		MOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD		\$15.00	18	\$270.00	18	\$270.00										<del>                                     </del>
B 9 B 9		MOVE CONCRETE STEPS  MOVE WOOD RETAINING WALL	CU YD SQ FT		\$1,500.00 \$30.00	4 37	\$6,000.00 \$1,110.00	37	\$6,000.00 \$1,110.00									+ +	
B 9		MOVE BITUMINOUS WALK	SQ FT		\$1.00	3577	\$3,577.00	3577	\$3,577.00									+	(
В 9		MOVE CONCRETE WALK	SQ FT		\$1.50	20466	\$30,699.00	20298	\$30,447.00									168	\$252.00
B 9		MOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	(40)	\$2.00	2681	\$5,362.00	2666	\$5,332.00									15	\$30.00
B 9 B 9		MOVE CONCRETE PAVEMENT  MOVE BITUMINOUS PAVEMENT	SQ FT SQ FT	(16) (P), (7)	\$3.00 \$2.00	3604 37458	\$10,812.00 \$74,916.00	3604 37238	\$10,812.00 \$74,476.00					+				220	\$440.00
A 8		CAVATION - COMMON	CU YD	(P), (17)	\$30.00	1649	\$49,470.00	1169	\$35,070.00			415	\$12,450.00					65	\$1,950.00
A 8		DMMON EMBANKMENT (CV)	CU YD	(P), (4), (17)	\$30.00	1149	\$34,470.00	1119	\$33,570.00									30	\$900.00
C 10		GGREGATE SURFACING CLASS 2	TON	(14), (17)	\$35.00	218	\$7,630.00	218	\$7,630.00										<del>                                     </del>
	2130.523 W	REET SWEEPER (WITH PICKUP BROOM)  ATER	HOUR M GALLON	(3), (17)	\$150.00 \$50.00	60 44	\$9,000.00 \$2,200.00	60 44	\$9,000.00 \$2,200.00									+	
C, E 10, 11		GGREGATE BASE (CV) CLASS 5	CU YD	(P), (17)	\$50.00	1632	\$81,600.00	1530	\$76,500.00									102	\$5,100.00
		TUMINOUS PATCHING MIXTURE (SPECIAL)	TON	(17)	\$150.00	2029	\$304,350.00	2014	\$302,100.00									15	\$2,250.00
	2232.504 MI 2301.502 DC	LL BITUMINOUS SURFACE (2.0")	SQ YD EACH	(P)	\$3.00 \$20.00	30174 273	\$90,522.00 \$5,460.00	124	\$2,480.00			30174	\$90,522.00					149	\$2,980.00
		DNCRETE PAVEMENT 10.0"	SQ YD	(P)	\$20.00	421	\$37,890.00	274	\$2,460.00									149	\$13,230.00
		IPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	(P)	\$2.25	1139	\$2,562.75	222	\$499.50									917	\$2,063.25
D 10		RILL AND GROUT DOWEL BAR (EPOXY COATED)	EACH	(17)	\$20.00	97	\$1,940.00	65	\$1,300.00									32	\$640.00
D 10		RILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)  (PE SP 12.5 WEARING COURSE MIXTURE (3:C)	EACH TON	(17)	\$15.00 \$75.00	236 3412	\$3,540.00 \$255,900.00	236	\$3,540.00			3410	\$255,750.00					2	\$150.00
		EINFORCEMENT BARS (EPOXY COATED)	POUND		\$75.00	3412 604	\$255,900.00	604	\$1,057.00		+	3410	ֆ∠მმ,/ 50.00	+					φ100.00
-,		(PANSION JOINTS; DESIGN E8H	LIN FT		\$90.00	34	\$3,060.00	34	\$3,060.00									<u>†                                     </u>	
D 10		DNCRETE STEPS	CU YD	(17)	\$7,000.00	4	\$28,000.00	4	\$28,000.00										
B 9		MOVE CONCRETE CONSTRUCT APPROACH PANEL	CU YD SQ FT	(6)	\$100.00 \$50.00	21 160	\$2,100.00 \$8,000.00	21 160	\$2,100.00 \$8,000.00		<del> </del>	<del>                                     </del>		+		+		+	
I 180-182		" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT		\$65.00	1118	\$72,670.00	100	φυ,υυυ.υυ	1118	\$72,670.00							+ +	1
I 180	2503.503 18	" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT		\$75.00	46	\$3,450.00			46	\$3,450.00								
		ONNECT TO EXISTING STORM SEWER	EACH	(17)	\$1,000.00	3	\$3,000.00			3	\$3,000.00			1					<u> </u>
l 180 148		DNNECT INTO EXISTING DRAINAGE STRUCTURE DMMUNICATION HANDHOLE. (STANDARD). CIP	EACH EACH	1	\$1,300.00 \$2,000.00	3 4	\$3,900.00 \$8,000.00		-	3	\$3,900.00	-		+				4	\$8,000.00
140	2000.002	DIVINION TO TO TANDETOLL, (OTANDARD), OF	LACI	L	ψ2,000.00	+ +	ψυ,υυυ.υυ	<u> </u>	Į.	<u> </u>	ļ	<u> </u>	Ļ			1		+	ψυ,υυυ.υυ

		ENGINEER'S ESTIMAT	Έ																		
TAB SHEET	ITEM	ITEM DESCRIPTION	UNIT	NOTES	UNIT	TOTAL	TOTAL		FEDERAL AID I	PARTICIPATIN	G	5	STATE AID PA	ARTICIPATING	3	NON-PARTICIPATING					
NO	NO				COST	<b>ESTIMATED</b>	ESTIMATED		SP 027-	-635-034		SP 027	-635-034	SP 157-	-020-031						
						QUANTITY	COST		HENNEPI	N COUNTY	HEN	NEPIN	CIT	Y OF	CIT	Y OF	METRO	D LINE			
												COL	UNTY	RICH	FIELD	MINNE	APOLIS				
									ROADWAY		DRAINAGE										
								ROADWAY	COST	DRAINAGE	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST		
	0500 000	DUOTILE IDON SITTINGS	DOLIND	(D) (47)	Ø45.00	450	#0.00F.00	450	#0.00F.00												
		DUCTILE IRON FITTINGS CONNECT TO EXISTING WATER MAIN	POUND EACH	(P), (17) (17)	\$15.00 \$2,000.00	153 2	\$2,295.00 \$4.000.00	153	\$2,295.00 \$4,000.00	+						+					
		CONNECT TO EXISTING WATER SERVICE	EACH	(17)	\$800.00	1	\$800.00	1	\$800.00												
		HYDRANT	EACH	(17)	\$6,000.00	2	\$12,000.00	2	\$12,000.00												
		ADJUST VALVE BOX ADJUST VALVE BOX - WATER	EACH EACH	(17)	\$350.00 \$700.00	2 12	\$700.00 \$8,400.00	12	\$700.00 \$8,400.00												
		6" GATE VALVE AND BOX	EACH	(17)	\$2,000.00	2	\$4,000.00	2	\$4,000.00												
		ADJUST CURB BOX	EACH	(17)	\$150.00	30	\$4,500.00	30	\$4,500.00												
		0.75" CURB STOP AND BOX HYDRANT RISER	EACH LIN FT	(17)	\$600.00 \$250.00	1	\$600.00 \$250.00	1	\$600.00 \$250.00												
		6" WATERMAIN DUCTILE IRON CL 52	LIN FT	(17)	\$130.00	79	\$10,270.00	79	\$10,270.00												
		8" WATERMAIN DUCTILE IRON CL 52	LIN FT	(17)	\$150.00	6	\$900.00	6	\$900.00												
l 184		CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL  CASTING ASSEMBLY	EACH EACH		\$15,000.00	1	\$15,000.00 \$28,800.00			36	\$15,000.00 \$28.800.00					1					
H, I 1, 183-18 H 31		ADJUST FRAME AND RING CASTING	EACH		\$800.00 \$600.00	36 15	\$28,800.00	15	\$9,000.00	30	φ20,000.00				<del>                                     </del>	+		+			
I 183	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT		\$400.00	10.8	\$4,320.00	1	,	10.8	\$4,320.00								<u> </u>		
l 183-185		CONSTRUCT DRAINAGE STRUCTURE DESIGN N	LIN FT		\$400.00	25.5	\$10,200.00			25.5	\$10,200.00										
I 184 I 183-185		CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48 CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT LIN FT		\$580.00 \$450.00	14.5 41.2	\$8,410.00 \$18,540.00			14.5 41.2	\$8,410.00 \$18,540.00			1		+		+	<u> </u>		
I 185		CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	<u> </u>	\$675.00	12.8	\$8,640.00		<u> </u>	12.8	\$8,640.00								i		
		RECONSTRUCT DRAINAGE STRUCTURE	EACH	(17)	\$3,000.00	2	\$6,000.00	2	\$6,000.00										·		
D. E 10. 11		ADJUST FRAME AND RING CASTING (SPECIAL) 4" CONCRETE WALK	EACH SQ FT	(17)	\$800.00 \$6.00	25 2560	\$20,000.00 \$15,360.00	25 2560	\$20,000.00 \$15,360.00												
C 10		4" CONCRETE WALK SPECIAL	SQ FT		\$11.00	14029	\$154,319.00	14029	\$154,319.00												
E 11		4" CONCRETE WALK SPECIAL 1	SQ FT		\$12.00	238	\$2,856.00	238	\$2,856.00												
		6" CONCRETE WALK 6" CONCRETE WALK SPECIAL	SQ FT SQ FT	(17)	\$10.00 \$15.00	16995 3076	\$169,950.00 \$46,140.00	16726 2609	\$167,260.00 \$39,135.00									269 467	\$2,690.00 \$7,005.00		
		3" BITUMINOUS WALK	SQ FT		\$6.00	3337	\$20,022.00	3337	\$20,022.00									407	Ψ1,000.00		
		CONCRETE CURB AND GUTTER DESIGN B424	LIN FT		\$25.00	338	\$8,450.00	338	\$8,450.00												
		CONCRETE CURB AND GUTTER DESIGN B612 CONCRETE CURB AND GUTTER DESIGN B624	LIN FT LIN FT		\$25.00 \$25.00	168 3123	\$4,200.00 \$78,075.00	168 3092	\$4,200.00 \$77,300.00									31	\$775.00		
D, E 10, 11	2531.503	CONCRETE CURB AND GUTTER DESIGN B924	LIN FT		\$45.00	87	\$3,915.00											87	\$3,915.00		
E 11		CONCRETE CURB AND GUTTER DESIGN R424 CONCRETE CURB DESIGN SPECIAL	LIN FT LIN FT	(8)	\$30.00 \$50.00	288 201	\$8,640.00 \$10,050.00	288 201	\$8,640.00 \$10,050.00							1					
D 10		CONCRETE CURB DESIGN SPECIAL 1	LIN FT	(0)	\$100.00	245	\$24,500.00	245	\$24,500.00										 i		
E 11		CONCRETE MEDIAN	SQ YD		\$90.00	24	\$2,160.00									24	\$2,160.00		<u> </u>		
D 10 D 10		6" CONCRETE DRIVEWAY PAVEMENT 8" CONCRETE DRIVEWAY PAVEMENT	SQ YD SQ YD		\$70.00 \$85.00	175 62	\$12,250.00 \$5,270.00	175 50	\$12,250.00 \$4,250.00									12	\$1,020.00		
E 11		CONCRETE MEDIAN NOSE-SPECIAL	EACH	(17)	\$600.00	2	\$1,200.00	30	ψ4,200.00							2	\$1,200.00	12	Ψ1,020.00		
E 11 D 10		CONCRETE CURB DESIGN V  8" CONCRETE VALLEY GUTTER	LIN FT SQ YD	(17)	\$50.00	110 155	\$5,500.00 \$15,500.00	110 155	\$5,500.00 \$15,500.00												
E 11		TRUNCATED DOMES	SQ FT	(17) (17)	\$100.00 \$50.00	1269	\$63,450.00	1075	\$15,500.00							24	\$1,200.00	170	\$8,500.00		
		PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	(12), (17)	\$15.00	120	\$1,800.00	120	\$1,800.00								, ,				
	2533.503	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	(12), (17)	\$4.00	180	\$720.00	180	\$720.00										1		
148	2540.601	STATION PLATFORM FOUNDATION	CU YD		\$733.00	9	\$6,597.00											9	\$6,597.00		
		LIGHTING SYSTEM	LUMP SUM		\$150,000.00	1	\$150,000.00	0.5	\$75,000.00							0.5	\$75,000.00		'		
148		LIGHT FOUNDATION DESIGN E MODIFIED EQUIPMENT PAD	EACH EACH		\$1,000.00 \$2,500.00	2	\$2,000.00 \$2,500.00	2	\$2,000.00	+				1		+		1	\$2,500.00		
	2545.502	EQUIPMENT PAD B	EACH		\$2,500.00	1	\$2,500.00	1	\$2,500.00												
148 148		HANDHOLE LIGHT FOUNDATION MINNEAPOLIS DESIGN	EACH EACH		\$1,500.00 \$1,000.00	1	\$1,500.00 \$1,000.00			+		+		1	-	+		1 1	\$1,500.00 \$1,000.00		
148	2545.503	1" NON-METALLIC CONDUIT	LIN FT		\$4.50	416	\$1,872.00			<u> </u>								416	\$1,872.00		
148		1.25" NON-METALLIC CONDUIT	LIN FT		\$5.00	54	\$270.00										-	54	\$270.00		
148 148		3" NON-METALLIC CONDUIT 4" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT LIN FT		\$7.50 \$32.50	164 70	\$1,230.00 \$2,275.00			+				+		+		164 70	\$1,230.00 \$2,275.00		
	2545.602	ADJUST HANDHOLE	EACH		\$750.00	4	\$3,000.00	4	\$3,000.00												
		INSTALL LIGHTING UNIT INSTALL LIGHTING SERVICE CABINET	EACH EACH		\$500.00 \$700.00	2	\$1,000.00 \$700.00	2	\$1,000.00 \$700.00	+		+		1	-	+		+			
	2550.503	2" NON-METALLIC CONDUIT	LIN FT		\$4.00	60	\$240.00	60	\$240.00	<u> </u>						<u> </u>		<u>                                     </u>	<del></del>		
440		POWER CABLE 1 CONDUCTOR NO 6	LIN FT		\$4.00	180	\$720.00	180	\$720.00									61	£4.400.00		
148 148		HDPE CONDUIT 1.5 INCH DIA, INCL TRACER WIRE RIGID PVC CONDUIT 3 INCH DIA, INCL TRACER WIRE	LIN FT LIN FT		\$13.00 \$6.00	91 12	\$1,183.00 \$72.00			1						+		91 12	\$1,183.00 \$72.00		
148	2550.603	RIGID PVC CONDUIT 1 INCH DIA, INCL TRACER WIRE	LIN FT		\$13.00	122	\$1,586.00											122	\$1,586.00		
		INSTALL CHAIN LINK FENCE TRAFFIC CONTROL SUPERVISOR	LIN FT LUMP SUM	(10)	\$30.00 \$10,000.00	104	\$3,120.00 \$10,000.00	104.0 0.7	\$3,120.00 \$6,900.00	0.06	\$600.00	0.12	\$1,200.00	0.03	\$300.00	0.07	\$700.00	0.03	\$300.00		
			LUMP SUM		\$10,000.00		\$10,000.00	1	\$82,800.00	0.06	\$7,200.00	0.12	\$1,200.00	0.03	\$3,600.00	0.07	\$8,400.00	0.03	\$3,600.00		
	2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM		\$10,000.00	1	\$10,000.00	1.00	\$10,000.00		·						· · · · · ·				
		PORTABLE CHANGEABLE MESSAGE SIGN TEMPORARY IMPACT ATTENUATOR	UNIT DAY AMBY	(12) (12)	\$75.00 \$3,500.00	110	\$8,250.00 \$7,000.00	110.00 2.00	\$8,250.00 \$7,000.00	+		+		1	-	+		+			
	2563.615	RELOCATE TEMPORARY IMPACT ATTENUATOR	AMBY	(12)	\$650.00	3	\$1,950.00	3	\$1,950.00	<u> </u>						<u> </u>		<u>                                     </u>			
		CONSTRUCTION SIGN-SPECIAL	SQ FT	(12)	\$25.00	500	\$12,500.00	500	\$12,500.00												
I 203	2564.502	INSTALL SIGN TYPE C	EACH	l	\$150.00	18	\$2,700.00	18	\$2,700.00												

			ENGINEER'S ESTIMAT	Έ																						
TAB	SHEET	ITEM	ITEM DESCRIPTION	UNIT	NOTES	ES UNIT	TOTAL ESTIMATED QUANTITY	TOTAL		FEDERAL AID F	PARTICIPATIN	IG	5	STATE AID PA	ARTICIPATING	;	1	NON-PART	ARTICIPATING							
	NO	NO				COST		ESTIMATED COST		SP 027-635-034 HENNEPIN COUNTY			SP 027-635-034 HENNEPIN COUNTY		SP 157-020-031 CITY OF RICHFIELD		CITY OF MINNEAPOLIS		METRO D LINE							
								ROADWAY	ROADWAY COST	DRAINAGE	DRAINAGE COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST							
L	204	2564.502	DBJECT MARKER TYPE X4-2	EACH		\$90.00	2	\$180.00									2	\$180.00								
K			SIGN PANELS TYPE C	SQ FT		\$45.00	306	\$13.770.00	296	\$13,320.00							10	\$450.00								
		2565.501 E	MERGENCY VEHICLE PREEMPTION SYSTEM D	LUMP SUM		\$8,000.00	1	\$8,000.00		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,							1	\$8,000.00								
		2565.516 T	RAFFIC CONTROL SIGNAL SYSTEM D	EACH		\$200,000.00	1	\$200,000.00	0.50	\$100,000.00							0.5	\$100,000.00								
		2565.616 F	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	(5)	\$20,000.00	4	\$80,000.00							4	\$80,000.00										
			REVISE SIGNAL SYSTEM A	SYSTEM		\$42,000.00	1	\$42,000.00	1	\$42,000.00																
			REVISE SIGNAL SYSTEM B	SYSTEM		\$35,500.00	1	\$35,500.00	1	\$35,500.00																
			REVISE SIGNAL SYSTEM C	SYSTEM		\$27,000.00	1	\$27,000.00	1	\$27,000.00																
			EMPORARY SIGNAL SYSTEM A	SYSTEM		\$15,000.00	1	\$15,000.00	1	\$15,000.00																
			EMPORARY SIGNAL SYSTEM B	SYSTEM		\$15,000.00	1	\$15,000.00	1	\$15,000.00																
			EMPORARY SIGNAL SYSTEM C	SYSTEM		\$7,500.00	1	\$7,500.00	1	\$7,500.00	1						0.5	<b>#</b> 00 000 00	1							
-			EMPORARY SIGNAL SYSTEM D TREE PROTECTION	SYSTEM EACH		\$60,000.00 \$200.00	4	\$60,000.00 \$800.00	0.50	\$30,000.00 \$800.00			-				0.5	\$30,000.00	+							
-			EMPORARY FENCE	LIN FT	(10)	\$200.00	126	\$630.00	126	\$630.00																
В			REE PRUNING	EACH	(10)	\$115.00	4	\$460.00	4	\$460.00									1							
- 0			ROSION CONTROL SUPERVISOR	LUMP SUM		\$10.000.00	1	\$10,000.00	0.69	\$6.900.00	0.06	\$600.00	0.12	\$1,200.00	0.03	\$300.00	0.07	\$700.00	0.03	\$300.00						
F			STORM DRAIN INLET PROTECTION	EACH		\$150.00	67	\$10,050.00	65	\$9,750.00	0.00	ψ000.00	0.12	Ψ1,200.00	0.00	ψοσο.σο	0.01	ψ100.00	2	\$300.00						
			SILT FENCE: TYPE MS	LIN FT	(9)	\$2.50	200	\$500.00	200	\$500.00										ψοσο.σο						
F			SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	(15)	\$3.00	1000	\$3.000.00	1000	\$3.000.00																
F. G			SOIL BED PREPARATION	ACRE	(10)	\$1,000.00	1.01	\$1.010.00	0.99	\$990.00									0.02	\$20.00						
., 0			ROOTING TOPSOIL BORROW	CU YD		\$60.00	415	\$24.900.00	0.00	4000.00			415	\$24,900.00					0.02	Ψ20.00						
F, G	12	2574.508 F	ERTILIZER TYPE 3	POUND		\$1.00	351	\$351.00	344	\$344.00				, , ,					7	\$7.00						
G	12	2575.504 S	SODDING TYPE LAWN	SQ YD		\$10.00	4446	\$44,460.00	4350	\$43,500.00									96	\$960.00						
F, G	12	2575.504 E	ROSION CONTROL BLANKETS CATEGORY 3N	SQ YD		\$2.50	342	\$855.00	342	\$855.00																
F, G	12	2575.505 S	SEEDING	ACRE		\$1,000.00	1.01	\$1,010.00	0.99	\$990.00									0.02	\$20.00						
F, G	12	2575.508 S	SEED MIXTURE 25-151	POUND		\$5.00	121	\$605.00	118	\$590.00									3	\$15.00						
F	12	2575.508 H	HYDRAULIC MULCH MATRIX	POUND		\$1.50	1965	\$2,947.50	1923	\$2,884.50									42	\$63.00						
			" SOLID LINE PAINT	LIN FT		\$0.50	17500	\$8,750.00	17500	\$8,750.00																
			" BROKEN LINE PAINT	LIN FT		\$0.50	860	\$430.00	860	\$430.00																
			" DOTTED LINE PAINT	LIN FT		\$0.50	182	\$91.00	182	\$91.00																
			" DOUBLE SOLID LINE PAINT	LIN FT		\$1.00	3200	\$3,200.00	3200	\$3,200.00																
J			" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$2.00	12300	\$24,600.00	12300	\$24,600.00																
J			" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$2.00	4900	\$9,800.00	4900	\$9,800.00	1	1	<del> </del>				+									
J	203		SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$3.00	50 600	\$150.00	50	\$150.00	-	-			+		+		<del> </del>							
J			24" SOLID LINE MULTI-COMPONENT GROUND IN " BROKEN LINE MULTI-COMPONENT GROUND IN	LIN FT		\$20.00 \$2.00	600 860	\$12,000.00 \$1.720.00	600 860	\$12,000.00 \$1.720.00									+							
J			" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$4.00	3200	\$12.800.00	3200	\$12.800.00									1							
J			"DOTTED LINE MULTI-COMPONENT GROUND IN	LIN FT		\$2.00	228	\$456.00	228	\$456.00					+				+							
J.			"SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT		\$2.00	600	\$1,200.00	600	\$1,200,00	1						<b>†</b>		1							
J			" DOTTED LINE MULTI-COMPONENT GROUND IN	LIN FT		\$3.00	208	\$624.00	208	\$624.00	1															
J			4" SOLID LINE PREFORM THERMO GROUND IN	LIN FT		\$30.00	100	\$3,000.00	100	\$3,000.00		1							†							
J			PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT		\$35.00	1309	\$45,815.00	1309	\$45,815.00																
J			CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT		\$18.00	2277	\$40,986.00	2277	\$40,986.00									1							
J	203	2582 518 C	PROSSWALK PREFORM THERMOPLASTIC GROUND IN ENHANCED SKID RESISTANCE	SQ FT		\$20.00	1215	\$24,300.00	1215	\$24,300.00																
J	203	2582.618 F	PAVEMENT MARKING SPECIAL 1	SQ FT		\$30.00	181	\$5,430.00	181	\$5,430.00									<u> </u>							
J	203	2582.618 F	PAVEMENT MARKING SPECIAL 2	SQ FT		\$30.00	216	\$6,480.00	216	\$6,480.00																
	-			Т	otal Opinion	of Probable C	onstruction Cost	\$3,440,770.25		\$2,378,163.00		\$212,090.00		\$422,862.00		\$89,810.00		\$243,580.00		\$94,265.25						

#### NOTES:

- NOTES:
  (1) AVERAGE HEIGHT OF INPLACE MODULAR BLOCK WALL IS 0.7 FT
  (2) AVERAGE HEIGHT OF INPLACE STONE RETAINING WALL IS 1.3 FT
  (3) FOR ALL SWEEPING AS DIRECTED BY THE ENGINEER, INCLUDES SWEEPER TIME ONLY AND NOT TRANSPORTATION TIME
  (4) QUANTITY INCLUDES TOPSOIL BORROW
  (5) EACH PEDESTRIAN CROSSWALK FLASHER SYSTEM INCLUDES: (3) FLASHER ASSEMBLY PEDESTALS,
  (3) CONCRITE FOUNDATIONS, (3) PEDESTAL POLE AND BASE, (3) PUSH BUTTONS, (3) SIGNS, (3) RRFB (LED), (3) CONTROL BOX, AND (3) SOLAR ENGINE ASSEMBLY
  (6) FOR REMOVING CONCRETE WALK AT TH 62 BRIGGE; DOES NOT INCLUDE SIDEWALK WIDENING WORK ON THE BRIDGE
  (7) REMOVE BITUMINOUS PAVEMENT SHALL INCLUDE REMOVAL OF FULL DEPTH PAVEMENT SECTION, INCLUDING CONCRETE BASE BENEATH BITUMINOUS OVERLAY
  (8) LOCATED IN BOULEVARD AREAS AT ROUNDABOUT; MATCH EXISTING DIMENSIONS
  (9) TO BE USED AT ENGINEER'S DISCRETION
  (10) INCLUDES GATE
  (11) NO TREES CAN BE REMOVED BETWEEN APRIL 1 AND OCTOBER 1 OF ANY YEAR TO AVOID
  POTENTIAL IMPACTS TO ROOSTING LONG-EARED BATS (SEE SPECIAL PROVISIONS)
  (12) ITEM NOT SUBJECT TO QUANTITY OVERRUN AS DETAILED IN SPEC 1042.3 SECTION (2)
  (13) WATER MANHOLE
  (14) 7 TONS ARE PERMANENT; REMAINDER IS TO BE USED FOR TEMPORARY DRIVEWAYS
  (15) INCLUDES 825 LIN FT TO BE USED AT ENGINEER'S DISCRETION
  (16) PAVEMENT MAY BE REINFORCED
  (17) SEE SPECIAL PROVISIONS

- (17) SEE SPECIAL PROVISIONS
  (18) SAWING INPLACE CONCRETE BELOW BITUMINOUS CONSIDERED INCIDENTAL

# HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION

# RECOMMENDED URBAN LANDSCAPE/ STREETSCAPE GUIDELINES

James D. Jrube
Transportation Division Engineer

Revision No. 0 Date <u>04/03/95</u>

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# HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION

### RECOMMENDED URBAN LANDSCAPE/STREETSCAPE GUIDELINES APRIL, 1995

#### INTRODUCTION

Hennepin County Department of Public Works' Transportation Division (Division) has as a delegated function and responsibility to maintain a system of roadways that provide transportation for residents of the County in a safe, efficient manner. Year around safety requires adequate sight distances and a minimum operational clear zone that can also accommodate snow storage. The (Guidelines) to more consistently and thoroughly respond to questions about urban landscape/streetscape design practices.

All landscape/streetscape plans must be prepared and signed in accordance with the Board of Architecture, Engineering, Land Surveying, Landscape Architecture and Interior Design. The City Engineer shall also approve and sign the title or cover sheet for those landscape/streetscape plans. The City Engineer must also evaluate sight distances along the project and assure the Division, in a report, that sight distances are adequate.

The placement of obstacles or fixed objects, such as structures, trees, etc., within Hennepin County's right of way shall be cause for the Municipality to assume legal liability and additional maintenance responsibility through a Cooperative Agreement.

### RECOMMENDED GUIDELINE CRITERIA

The following is an alphabetical listing of the Division's recommended guidelines for landscape/streetscape design. The criteria listed is not all inclusive or necessarily complete. Requests for more clarification should be addressed to the Division Engineer or his/her designee. Figure 1 at the end contains a summarization of the recommended operational clear zone guidelines.

#### • Boulevard

The Division prefers a low maintenance boulevard. Snow and ice control methods may prevent the survival of some desired vegetation. The Municipality has the responsibility for mowing and the maintenance of facilities behind the curb.

#### Crosswalks

Crosswalks shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD).

The County's standard crosswalk is a block type pattern, painted white, on top of bituminous or concrete pavement. Municipalities have the responsibility to maintain pavement crosswalk markings after the initial painting.

Non-standard crosswalk surfaces (such as decorative brick, colored aggregate, etc.) shall require prior approval by the Division.

Municipalities shall have the responsibility to install and maintain any crosswalk surface, as well as the abutting material, if the crosswalk surface is not consistent with the road surface. The municipality shall also indemnify the County for the use of a non-standard crosswalk surface.

#### .• <u>Curb</u>

Curb design must conform to Hennepin County's Standard Design and the State Aid manual. Curb and pedestrian ramps must comply with the Americans With Disabilities Act (ADA).

#### • Irrigation

Water from irrigation systems shall not flow or spray onto the traveled roadway or onto any County owned structures such as traffic signal components and signage. Concrete gutters shall collect excess water from irrigation systems and not allow water to flow across roadways (gutter in).

Effects of subgrade saturation shall be addressed when irrigation systems are proposed. Provisions, such as perforated pipe, shall be included for the pickup and disposal of irrigation water.

The Division will not allow an open cut for installation or maintenance of irrigation piping within three years of construction, so consideration should be given to installing irrigation piping within a sleeve for roadway crossings. Maintenance and repair of the irrigation system is the responsibility of the owner.

#### • Landscaping/Streetscaping

Roadway geometrics and driver sight distances shall be considered when installing landscape items. A report indicating adequate sight distances have been maintained is required for all access points along the project. The report should consider all elements obstructing a driver's vision such as trees, shrubs, plantings/planters, structures, etc.

Any loose landscaping material, such as bark, must have an adequate means of containment that will prevent the material from spilling onto the roadway or sidewalk. The Municipality shall be responsible for maintaining such material, if installed, and for removing the material from the roadway or sidewalk if the material spills onto those surfaces. Loose landscape rock is not permitted within Hennepin County's right of way because of problems caused during mowing, etc.

The Municipality or owner has the responsibility to trim all plantings and to maintain visibility.

Hennepin County's responsibility for landscape/streetscape restoration, after any County activity, shall be limited to top soil, sod or seed. Restoration of specialty landscape/streetscape items, sidewalks and plantings shall be the responsibility of others.

The Division prefers traffic control signage to be located behind the sidewalk. Landscape/streetscape should not obstruct the view of signage.

Landscape/streetscape should make allowances for placement or future expansion of utilities within the right of way.

Traffic control during maintenance of landscaping shall comply with MMUTCD for traffic control.

#### • <u>Medians</u>

The Division can supply typical design standards for raised and depressed medians. Median drainage is a concern of the Division and should be discussed with the Division's Design Section. The Division's guideline does not allow planting trees within the median unless there is the minimum operational clear zone for the posted speed limit (see Operational Clear Zone).

Plantings, including raised planting beds, in medians shall not be higher than 3 feet from the bottom of the curb gutter line, however, sight lines must still be checked. Plantings should be kept as far back from the face of curb as possible to minimize disturbance due to snow plowing (see also Irrigation). If the Municipality proceeds with placing plantings within Hennepin County right of way, then the Municipality has the responsibility to trim plantings to maintain sight lines.

#### • Operational Clear Zone

To facilitate the safe operation and maintenance of a roadway facility, an operational clear zone is required. Encroachment into the operational clear zone causes safety and maintenance concerns.

The Division standard provides an operational clear zone of 6 feet from the face of curb where posted speeds are 35 miles per hour (MPH) or less. For speeds greater than 35 MPH to 45 MPH, the Division standard provides a 10 foot operational clear zone. The required operational clear zone for speeds over 45 MPH shall be analyzed on an individual basis by the Division (see Figure 1).

#### Right of Way

Streetscape/landscape items within the County's right of way are reserved for the public and owned by the Municipality. Hennepin County does not allow private enhancements within the County's right of way.

#### Sidewalks

The Division recommends a sidewalk with a minimum 5 foot width and prefers the sidewalk be placed 6 feet from the face of curb to accommodate snow storage.

#### Signals, Signing and Other Traffic Control Devices

All traffic control devices must comply with MMUTCD.

For urban cross sections, the Division recommends traffic signs be placed at least 6 feet from the face of curb to the edge of sign. Sign placement is preferred behind the sidewalk. The location of utilities should be considered with regard to future sign placement. In areas where there is no sidewalk, clearance to the signage should be at least 6 feet from the curb or edge of shoulder to allow for snow storage and/or future sidewalk(see Snow Storage).

Landscape/streetscape should not obstruct the view of signage.

Traffic signals shall have the Division's standard type and color. Any other color scheme requires prior review and approval by the Division and require the Municipality to maintain the paint system at no cost to the Division. Lead based paint shall not be used. Paint must comply with current Mn/DOT specifications.

#### • Snow Storage

The Division requires minimum operational clear zones for snow storage along the side of the road based on the posted speed limit. The requirement of an operational clear zone for snow storage allows the Division to efficiently clear roads of snow and help maintain the road's traffic carrying capacity. Inadequate snow storage will reduce lane widths, adversely affect traffic handling capacity of the road and prevent trucks from using the partially blocked traffic lane. Roads that are not cleared of snow along the curb to the storm drain can also cause drainage problems when the snow melts.

The Division may require that the Municipality obtain an easement if there is inadequate snow storage available within the right of way as a result of landscape/streetscape structure placement. In areas where landscape/streetscape structures cause inadequate room to store snow off the road, the Municipality will be required to either move or haul away the snow (see Introduction for legal liability and maintenance requirements).

#### Street Lighting

Street lighting must be functional and meet appropriate standards for illumination. Special consideration should be given to eliminating glare and shadows. Questions on lighting should be referred to the Division's Design Section.

#### • Trees

Trees, in general, can obstruct the view of signs and signals. Prior to the placement of any tree, sight lines should be evaluated that includes consideration for fully mature trees and their canopies.

The Division standard does not sanction the planting of trees on County right of way within the operational clear zone (see Operational Clear Zone).

Planting coniferous trees is discouraged within Hennepin County's right of way.

Tree grates in sidewalks or paved areas, unless properly installed and maintained, can be a hazard to pedestrians, people with disabilities, and snow removal operations, etc. The Municipality assumes all liability for the placement of any tree grates or other obstacles within the County's right of way.

Irrigation, if deemed necessary, should be limited to a trickle type system (see Irrigation).

The Division does not contribute to the replacement of any streetscape/landscape alteration as a result of any highway maintenance, modification or utility work.

#### • <u>Utilities</u>

Underground utilities that do not extend above the surface may be placed within the County's operational clear zone. Above ground utilities, however, should be placed outside the County's operational clear zone.

#### PERMITS -

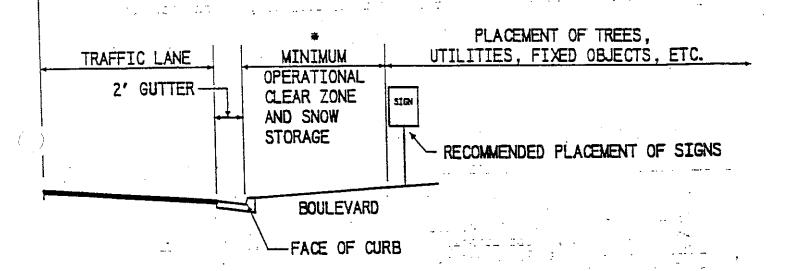
The Division's Permit Office shall be informed of all construction or maintenance work within the County's road right of way. Traffic Control and time of work must be approved by the Division prior to beginning any work. (Example: Parking in a traffic lane during rush hour is not allowed.)

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### FIGURE 1

HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION
RECOMMENDED LANDSCAPE / STREETSCAPE GUIDELINES

# URBAN TYPICAL ROADWAY CROSS SECTION



#### POSTED SPEED LIMIT

# MINIMUM OPERATIONAL CLEAR ZONE

35 M.P.H. OR LESS

GREATER THAN 35 M.P.H. TO 45 M.P.H.

GREATER THAN 45 M.P.H.

6 FOOT (FROM THE FACE OF CURB)
10 FOOT (FROM THE FACE OF CURB)
ANALYZED ON AN INDIVIDUAL
BASIS BY THE DIVISION.

ANDTI INDE

## CSAH 35 (PORTLAND AVE) COUNTY PROJECT NO. 1543 DIVISION OF COST SUMMARY (EXHIBIT A)

		TOTAL		Federal Funding	He	ennepin County State Aid		Hennepin County State Aid (REPP)	N	Minneapolis	(	linneapolis Force Acct For Traffic Items)		Richfield	M	etro Transit
Roadway (1)	\$	3,038,115.00	\$	750,176.00	\$	2,207,939.00	\$	80,000.00	\$	-	\$	-	\$	-	\$	-
Local 1 (2)	\$	218,580.00	\$	-	\$	-	\$	-	\$	218,580.00	\$	-	\$	-	\$	-
Local 2 <b>(3)</b>	\$	89,810.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	89,810.00	\$	-
Local 3 <b>(4)</b>	\$	94,266.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	94,266.00
Construction Total	Ś	3,440,771.00	Ś	750,176.00	\$	2,207,939.00	Ś	80,000.00	\$	218,580.00	\$		Ś	89,810.00	Ś	94,266.00
construction rotal	<u> </u>	3,440,771.00	7	750,170.00	7	2,207,333.00	7	00,000.00	7	210,500.00	7		7	05,010.00	Y	34,200.00
Right of Way (5)	\$	250,000.00	\$	-	\$	250,000.00	\$	-	\$	-	\$	-	\$	-	\$	-
Engineering & Construction Admin <b>(6)</b>	\$	631,551.48	\$	-	\$	564,000.00	\$	-	\$	43,844.40	\$	-	\$	16,165.80	\$	7,541.28
Traffic Signal - City Supplied Equipment & Connections (7)	\$	50,000.00	\$	-	\$	25,000.00	\$	-			\$	25,000.00	\$	-	\$	-
Water - City Supplied Equipment & Connections (8)	\$	15,000.00	\$	=	\$	15,000.00	\$	-	\$	-	\$	=	\$	-	\$	-
PROJECT TOTAL	\$	4,387,322.48	\$	750,176.00	\$	3,061,939.00	\$	80,000.00		\$287,4	24.	40	\$	105,975.80	\$	101,807.28

<sup>\*</sup>All costs are estimated and will be updated based on bid prices after bid opening

#### NOTES

(1) Federal Aid Eligible items. Federal funding capped at \$750,176.00 or 80% of Federal Aid Eligible items, whichever is less. In the case of this estimate, the \$750,176 cap controls. Hennepin County retains all federal funding share for this project due to not following county cost share policy. REPP funding for county cost share for roadway lighting only in Minneapolis. Remaining above the cap is local match (Project does not follow standard county cost share policy) with Hennepin County covering all costs except:

Note (2): Minneapolis covering 50% of temporary/permenant signal at Portland and 60th, 50% for new roadway lighting in Minneapolis, & 100% Pedestrian Refuge Median in Portland Ave at Park Ave.

Note (3): Richfield covering 100% of RRFB costs at Portland Ave and 66th Street roundabout. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

Note (4): Metro Transit covering 100% of Metro Transit D Line underground and flatwork costs for platforms at Portland Ave and 60th Street. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

(2) Minneapolis covering 50% of temporary/permenant signal at Portland and 60th, 50% for new roadway lighting in Minneapolis, and 100% Pedestrian Refuge Median in Portland Ave at Park Ave. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

(3) Richfield covering 100% of RRFB costs at Portland Ave and 66th Street roundabout. 10% Design Engineering and 8% Construction Admin fees for these local costs listed in Note (5) below.

(4) Metro Transit covering 100% of Metro Transit D Line underground and flatwork costs for platforms at Portland Ave and 60th Street. 8% Construction Admin fees for these local costs listed in Note (5) below.

(5) Right of way costs 100% Hennepin County.

(6) For Local Costs in Notes (2), (3), (4): 10% Design Engineering and 8% Construction Admin for those local construction costs to be reimbursed by agency to the county. Exception is Metro Transit which only reimburse's 8% construction admin costs as design completed under separate D Line contract.

(7) Traffic signal equipment supplied by City of Minneapolis includes cabinet/controllers and force account work for terminations.

Cabinets/controllers/terminations estimated cost = \$50,000.00 per intersection, project has one intersection at Portland Ave and 60th Street.

Minneapolis to cover 50% of total signal cabinet and terminations costs through internal accounting. County to reimburse city for 50% of total signal cabinet and terminations cost post project via Force Account once documentation of the total costs (Time, Labor, Materials) are provided by the city.

(8) One Water Hydrant move prompted by project work, force account work for City of Minneapolis crews to complete wet tap and valve. Estimated Force Account Work = \$15,000 for one wet tap and valve for one hydrant relocation with city supplying hydrant to contractor.

County to reimburse city for 100% of total wet tap and valve costs post project via Force Account once documentation of the total costs (Time, Labor, Materials) are provided by the city.

Last Updated: 5/8/2020 At 4:00PM

ENGINEER'S ESTIMATE
CSAH 35 (PORTLAND AVE) BIKE GAP PROJECT
SP 027-635-034 & SP 2775-30 & SP 157-020-031
HENNEPIN COUNTY (PROJECT NO 1543)
ALLIANT PROJECT NO: 180136
DATE: MAY 4 2020



		ENGINEER'S ESTII																	
TAB SHEET	ITEM	ITEM DESCRIPTION	UNIT	NOTES	UNIT	TOTAL	TOTAL		EDERAL AID F	PARTICIPATIN	IG			ARTICIPATING			NON-PART	TICIPATING	
NO	NO				COST	ESTIMATED	ESTIMATED		SP 027-	635-034		SP 027	-635-034	SP 157-0	020-031				
						QUANTITY	COST		HENNEPI	COUNTY		HENI	NEPIN	CITY	OF .	CIT	Y OF	METRO	D LINE
												COL	JNTY	RICHE	FIELD	MINNE	APOLIS		
								DO A DIMAN	ROADWAY	5540465	DRAINAGE	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
								ROADWAY	COST	DRAINAGE	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
	2011.601 AS BUIL		LUMP SUM	(17)	\$7,000.00	1	\$7,000.00	0.69	\$4,830.00	0.06	\$420.00	0.12	\$840.00	0.03	\$210.00	0.07	\$490.00	0.03	\$210.00
	2021.501 MOBILIZ	ATION	LUMP SUM		\$160,000.00	1	\$160,000.00	0.69	\$110,400.00	0.06	\$9,600.00	0.12	\$19,200.00	0.03	\$4,800.00	0.07	\$11,200.00	0.03	\$4,800.00
B 0	2031.502 FIELD O 2101.524 CLEARIN		EACH	(17)	\$20,000.00	1	\$20,000.00	0.69	\$13,800.00	0.06	\$1,200.00	0.12	\$2,400.00	0.03	\$600.00	0.07	\$1,400.00	0.03	\$600.00
B 9 B 9	2101.524 CLEARIN		TREE	(11), (17)	\$200.00 \$250.00	15 15	\$3,000.00 \$3,750.00	15 15	\$3,000.00 \$3,750.00										<del></del>
		NT MARKING REMOVAL	LIN FT	(17)	\$1.00	6500	\$6,500.00	6500	\$6,500.00										
	2104.502 REMOVE		EACH	(13)	\$500.00	1	\$500.00	1	\$500.00										<b></b>
H 31	2104.502 REMOVE	CASTING CURB STOP AND BOX	EACH EACH		\$200.00 \$200.00	9 2	\$1,800.00 \$400.00	2.00	\$400.00	9	\$1,800.00								<del></del>
В 9	2104.502 REMOVE		EACH		\$500.00	2	\$1,000.00	2.00	\$1,000.00										
H 31		DRAINAGE STRUCTURE	EACH		\$500.00	11	\$5,500.00		, , ,	11	\$5,500.00								
	2104.502 REMOVE		EACH		\$2,000.00	1	\$2,000.00	1	\$2,000.00										<del></del>
	2104.502 REMOVE	SIGN TYPE C SERVICE INSTALLATION	EACH EACH		\$50.00 \$700.00	27 1	\$1,350.00 \$700.00	27	\$1,350.00 \$700.00										<del></del>
		SIGNAL SYSTEM D	EACH		\$5,000.00	1	\$5,000.00	0.5	\$2,500.00							0.5	\$2,500.00		
		LIGHT FOUNDATION	EACH		\$500.00	10	\$5,000.00	10	\$5,000.00										
	2104.502 REMOVE 2104.502 SALVAG	SIGN PANEL TYPE C	EACH		\$25.00	36	\$900.00	36	\$900.00										<del></del>
	2104.502 SALVAG		EACH EACH	1	\$500.00 \$700.00	10	\$5,000.00 \$700.00	10	\$5,000.00 \$700.00										
I 203	2104.502 SALVAG		EACH		\$50.00	18	\$900.00	18	\$900.00										
В 9		CONCRETE PAVEMENT (FULL DEPTH)	LIN FT		\$5.00	1300	\$6,500.00	1272	\$6,360.00									28	\$140.00
B 9	2104.503 SAWING 2104.503 REMOVE	BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	(18)	\$5.00 \$20.00	4555 62	\$22,775.00 \$1.240.00	4465 62	\$22,325.00 \$1.240.00									90	\$450.00
H 31		SEWER PIPE (STORM)	LIN FT		\$20.00	412	\$8,240.00	62	\$1,240.00	412	\$8,240.00							1	<del></del>
В 9		CURB AND GUTTER	LIN FT		\$5.00	4164	\$20,820.00	4063	\$20,315.00		70,21010							101	\$505.00
B 9		STONE RETAINING WALL	LIN FT	(2)	\$15.00	17	\$255.00	17	\$255.00										<b></b>
B 9	2104.503 REMOVE	CONCRETE BLOCK WALL	LIN FT	(1)	\$3.00 \$15.00	200 35	\$600.00 \$525.00	200 35	\$600.00 \$525.00									+	<del></del>
В		E CHAIN LINK FENCE	LIN FT	(10)	\$10.00	104	\$1,040.00	104	\$1,040.00										<b></b>
		CONCRETE APPROACH PANEL	SQ YD		\$30.00	6	\$180.00	6	\$180.00										
B 9		BITUMINOUS DRIVEWAY PAVEMENT	SQ YD		\$15.00	18	\$270.00	18	\$270.00										<b></b>
B 9 B 9		CONCRETE STEPS WOOD RETAINING WALL	CU YD SQ FT		\$1,500.00 \$30.00	4 37	\$6,000.00 \$1,110.00	4 37	\$6,000.00 \$1,110.00										<del></del>
B 9		BITUMINOUS WALK	SQ FT		\$1.00	3577	\$3,577.00	3577	\$3,577.00										
В 9		CONCRETE WALK	SQ FT		\$1.50	20466	\$30,699.00	20298	\$30,447.00									168	\$252.00
B 9		CONCRETE DRIVEWAY PAVEMENT	SQ FT	(40)	\$2.00	2681	\$5,362.00	2666	\$5,332.00									15	\$30.00
B 9 B 9		CONCRETE PAVEMENT BITUMINOUS PAVEMENT	SQ FT SQ FT	(16) (P), (7)	\$3.00 \$2.00	3604 37458	\$10,812.00 \$74,916.00	3604 37238	\$10,812.00 \$74,476.00									220	\$440.00
A 8	2106.507 EXCAVA		CU YD	(P), (17)	\$30.00	1649	\$49,470.00	1169	\$35,070.00			415	\$12,450.00					65	\$1,950.00
A 8		N EMBANKMENT (CV)	CU YD	(P), (4), (17)	\$30.00	1149	\$34,470.00	1119	\$33,570.00									30	\$900.00
C 10		SATE SURFACING CLASS 2	TON	(14), (17)	\$35.00	218	\$7,630.00	218	\$7,630.00										<del>                                     </del>
	2123.610 STREET	SWEEPER (WITH PICKUP BROOM)	HOUR M GALLON	(3), (17)	\$150.00 \$50.00	60 44	\$9,000.00 \$2,200.00	60 44	\$9,000.00 \$2,200.00										<del></del>
C, E 10, 11		ATE BASE (CV) CLASS 5	CU YD	(P), (17)	\$50.00	1632	\$81,600.00	1530	\$76,500.00									102	\$5,100.00
		OUS PATCHING MIXTURE (SPECIAL)	TON	(17)	\$150.00	2029	\$304,350.00	2014	\$302,100.00									15	\$2,250.00
B 9 D 10	2232.504 MILL BIT 2301.502 DOWEL	UMINOUS SURFACE (2.0")	SQ YD EACH	(P)	\$3.00 \$20.00	30174 273	\$90,522.00 \$5,460.00	124	\$2,480.00			30174	\$90,522.00					149	\$2,980.00
		TE PAVEMENT 10.0"	SQ YD	(P)	\$90.00	421	\$37,890.00	274	\$2,460.00									149	\$13,230.00
		MENTAL PAVEMENT REINFORCEMENT	POUND	(P)	\$2.25	1139	\$2,562.75	222	\$499.50									917	\$2,063.25
D 10		ID GROUT DOWEL BAR (EPOXY COATED)	EACH	(17)	\$20.00	97	\$1,940.00	65	\$1,300.00									32	\$640.00
D 10 C 10		ID GROUT REINFORCEMENT BAR (EPOXY COATED)  12.5 WEARING COURSE MIXTURE (3:C)	EACH TON	(17)	\$15.00 \$75.00	236 3412	\$3,540.00 \$255,900.00	236	\$3,540.00			3410	\$255,750.00					2	\$150.00
		RCEMENT BARS (EPOXY COATED)	POUND	<u> </u>	\$1.75	604	\$1,057.00	604	\$1,057.00			J+10	φ <b>∠</b> υυ, <i>ι</i> υυ.υυ						ψ130.00
	2406.503 EXPANS	ON JOINTS; DESIGN E8H	LIN FT		\$90.00	34	\$3,060.00	34	\$3,060.00										
D 10	2411.607 CONCRE		CU YD	(17)	\$7,000.00	4	\$28,000.00	4	\$28,000.00					1				1	
B 9	2433.507 REMOVE 2433.618 RECONS	CONCRETE TRUCT APPROACH PANEL	CU YD SQ FT	(6)	\$100.00 \$50.00	21 160	\$2,100.00 \$8,000.00	21 160	\$2,100.00 \$8,000.00					+		+		+	
1				1	\$65.00	1118	\$72,670.00	100	ψυ,υυυ.υυ	1118	\$72,670.00			1		+ +		+	
I 180-182	2503.503 15" RC F	IPE SEWER DESIGN 3006 CLASS V	LIN FT		φ05.00	1110	φ12,010.00			1110	Ψ12,010.00								
I 180	2503.503 18" RC F	IPE SEWER DESIGN 3006 CLASS III	LIN FT		\$75.00	46	\$3,450.00			46	\$3,450.00								
I 180	2503.503 18" RC F 2503.602 CONNEC			(17)															

		ENGINEER'S ESTIM/	ATE																
TAB	SHEET		UNIT	NOTES	UNIT	TOTAL	TOTAL		FEDERAL AID F	PARTICIPATIN	G	S	TATE AID PA	ARTICIPATING			NON-PAR	TICIPATING	
	NO	NO			COST	ESTIMATED	ESTIMATED		SP 027-	635-034		SP 027	-635-034	SP 157-0	020-031				
						QUANTITY	COST		HENNEPII	N COUNTY		HENI	NEPIN	CITY	OF	CIT	Y OF	METRO	D LINE
												col	JNTY	RICHE	IELD	MINNE	APOLIS		
									ROADWAY		DRAINAGE								
								ROADWAY	COST	DRAINAGE	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
		2503.608 DUCTILE IRON FITTINGS	POUND	(P), (17)	\$15.00	153	\$2,295.00	153	\$2,295.00										
		2504.602 CONNECT TO EXISTING WATER MAIN	EACH	(17)	\$2,000.00	2	\$4,000.00	2	\$4,000.00					1					
		2504.602 CONNECT TO EXISTING WATER SERVICE	EACH	(17)	\$800.00	1	\$800.00	1	\$800.00										
		2504.602	EACH EACH	(17)	\$6,000.00 \$350.00	2 2	\$12,000.00 \$700.00	2	\$12,000.00 \$700.00					+				+	
		2504.602 ADJUST VALVE BOX - WATER	EACH	(17)	\$700.00	12	\$8,400.00	12	\$8,400.00										
		2504.602 6" GATE VALVE AND BOX 2504.602 ADJUST CURB BOX	EACH EACH	(17) (17)	\$2,000.00 \$150.00	30	\$4,000.00 \$4,500.00	30	\$4,000.00 \$4,500.00										
		2504.602 0.75" CURB STOP AND BOX	EACH	(17)	\$600.00	1	\$600.00	1	\$600.00										
		2504.603 HYDRANT RISER	LIN FT	(17)	\$250.00	1	\$250.00	1	\$250.00										
		2504.603   6" WATERMAIN DUCTILE IRON CL 52 2504.603   8" WATERMAIN DUCTILE IRON CL 52	LIN FT LIN FT	(17) (17)	\$130.00 \$150.00	79 6	\$10,270.00 \$900.00	79 6	\$10,270.00 \$900.00										
1	184		EACH	(17)	\$15,000.00	1	\$15,000.00		ψ500.00	1	\$15,000.00								
H, I	,		EACH		\$800.00	36	\$28,800.00	45	#0.000.00	36	\$28,800.00								
H		2506.502 ADJUST FRAME AND RING CASTING 2506.503 CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH LIN FT		\$600.00 \$400.00	15 10.8	\$9,000.00 \$4,320.00	15	\$9,000.00	10.8	\$4,320.00								
- 1	183-185	2506.503 CONSTRUCT DRAINAGE STRUCTURE DESIGN N	LIN FT		\$400.00	25.5	\$10,200.00			25.5	\$10,200.00								
- 1	184 183-185		LIN FT		\$580.00 \$450.00	14.5 41.2	\$8,410.00 \$18,540.00			14.5 41.2	\$8,410.00 \$18.540.00			1					
i			LIN FT		\$675.00	12.8	\$8,640.00			12.8	\$8,640.00			1					
		2506.602 RECONSTRUCT DRAINAGE STRUCTURE	EACH	(17)	\$3,000.00	2	\$6,000.00	2	\$6,000.00										
D. E		2506.602   ADJUST FRAME AND RING CASTING (SPECIAL)   2521.518   4" CONCRETE WALK	EACH SQ FT	(17)	\$800.00 \$6.00	25 2560	\$20,000.00 \$15,360.00	25 2560	\$20,000.00 \$15,360.00					+				+	
C			SQ FT		\$11.00	14029	\$154,319.00	14029	\$154,319.00										
E		2521.518   4" CONCRETE WALK SPECIAL 1   2521.518   6" CONCRETE WALK	SQ FT SQ FT	(47)	\$12.00	238 16995	\$2,856.00 \$169.950.00	238 16726	\$2,856.00 \$167,260.00									269	¢2.000.00
D, E D, E		1   2521.518   6 CONCRETE WALK 1   2521.518   6" CONCRETE WALK SPECIAL	SQ FT	(17)	\$10.00 \$15.00	3076	\$46,140.00	2609	\$39,135.00					+				467	\$2,690.00 \$7,005.00
C, E		1 2521.518 3" BITUMINOUS WALK	SQ FT		\$6.00	3337	\$20,022.00	3337	\$20,022.00										
D, E E	- /	1 2531.503 CONCRETE CURB AND GUTTER DESIGN B424 2531.503 CONCRETE CURB AND GUTTER DESIGN B612	LIN FT LIN FT		\$25.00 \$25.00	338 168	\$8,450.00 \$4,200.00	338 168	\$8,450.00 \$4,200.00					+				+	
D, E	10, 11	1 2531.503 CONCRETE CURB AND GUTTER DESIGN B624	LIN FT		\$25.00	3123	\$78,075.00	3092	\$77,300.00									31	\$775.00
E		2531.503 CONCRETE CURB AND GUTTER DESIGN B924 2531.503 CONCRETE CURB AND GUTTER DESIGN R424	LIN FT LIN FT		\$45.00 \$30.00	87 288	\$3,915.00 \$8,640.00	288	\$8,640.00					+				87	\$3,915.00
Е	11	2531.503 CONCRETE CURB DESIGN SPECIAL	LIN FT	(8)	\$50.00	201	\$10,050.00	201	\$10,050.00										
D E			LIN FT SQ YD		\$100.00 \$90.00	245 24	\$24,500.00 \$2.160.00	245	\$24,500.00					+		24	\$2,160.00	+	
D	10	2531.504 6" CONCRETE DRIVEWAY PAVEMENT	SQ YD		\$70.00	175	\$12,250.00	175	\$12,250.00							24	ΨΣ,100.00		
D E			SQ YD EACH	(17)	\$85.00 \$600.00	62 2	\$5,270.00 \$1,200.00	50	\$4,250.00					1		2	\$1,200.00	12	\$1,020.00
E		2531.603 CONCRETE WEDIAN NOSE-SPECIAL  2531.603 CONCRETE CURB DESIGN V	LIN FT	(17)	\$50.00	110	\$5,500.00	110	\$5,500.00							2	\$1,200.00		
D			SQ YD	(17)	\$100.00	155	\$15,500.00	155	\$15,500.00							24	£4.200.00	470	¢ο τοο οο
E		2531.618   TRUNCATED DOMES   2533.503   PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	SQ FT LIN FT	(17) (12), (17)	\$50.00 \$15.00	1269 120	\$63,450.00 \$1,800.00	1075 120	\$53,750.00 \$1,800.00					+		24	\$1,200.00	170	\$8,500.00
		2533.503 RELOCATE PORTABLE PRECAST CONCRETE BARRIER DESIGN 833	7 LIN FT	(12), (17)	\$4.00	180	\$720.00	180	\$720.00										
		2540.601 STATION PLATFORM FOUNDATION	CU YD	,,,,,	\$733.00	9	\$6,597.00		,					+				9	\$6,597.00
		2545.501 LIGHTING SYSTEM	LUMP SUM		\$150,000.00	1	\$150,000.00	0.5	\$75,000.00							0.5	\$75,000.00		7-1
		2545.502 LIGHT FOUNDATION DESIGN E MODIFIED 2545.502 EQUIPMENT PAD	EACH EACH		\$1,000.00 \$2,500.00	2	\$2,000.00 \$2,500.00	2	\$2,000.00					+				1	\$2,500.00
		2545.502 EQUIPMENT PAD B	EACH		\$2,500.00	1	\$2,500.00	1	\$2,500.00									·	
		2545.502 HANDHOLE 2545.502 LIGHT FOUNDATION MINNEAPOLIS DESIGN	EACH EACH		\$1,500.00 \$1,000.00	1	\$1,500.00 \$1,000.00							+				1 1	\$1,500.00 \$1,000.00
	148	2545.503 1" NON-METALLIC CONDUIT	LIN FT		\$4.50	416	\$1,872.00											416	\$1,872.00
			LIN FT LIN FT	<u> </u>	\$5.00 \$7.50	54 164	\$270.00 \$1,230.00		<u> </u>									54 164	\$270.00 \$1,230.00
	148	2545.503 4" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT		\$32.50	70	\$2,275.00											70	\$2,275.00
		2545.602 ADJUST HANDHOLE 2545.602 INSTALL LIGHTING UNIT	EACH EACH		\$750.00 \$500.00	4 2	\$3,000.00 \$1,000.00	4 2	\$3,000.00 \$1,000.00										
		2545.602 INSTALL LIGHTING UNIT	EACH	1	\$500.00	1	\$700.00	1	\$7,000.00					+					
		2550.503 2" NON-METALLIC CONDUIT	LIN FT		\$4.00	60	\$240.00	60	\$240.00									1	
		2550.503 POWER CABLE 1 CONDUCTOR NO 6 2550.603 HDPE CONDUIT 1.5 INCH DIA, INCL TRACER WIRE	LIN FT LIN FT		\$4.00 \$13.00	180 91	\$720.00 \$1,183.00	180	\$720.00					+				91	\$1,183.00
	148	2550.603 RIGID PVC CONDUIT 3 INCH DIA, INCL TRACER WIRE	LIN FT		\$6.00	12	\$72.00											12	\$72.00
		2550.603 RIGID PVC CONDUIT 1 INCH DIA, INCL TRACER WIRE 2557.603 INSTALL CHAIN LINK FENCE	LIN FT	(10)	\$13.00 \$30.00	122 104	\$1,586.00 \$3,120.00	104.0	\$3.120.00	+								122	\$1,586.00
		2563.601 TRAFFIC CONTROL SUPERVISOR	LUMP SUM	` '	\$10,000.00	1	\$10,000.00	0.7	\$6,900.00	0.06	\$600.00	0.12	\$1,200.00	0.03	\$300.00	0.07	\$700.00	0.03	\$300.00
		2563.601 TRAFFIC CONTROL 2563.601 ALTERNATE PEDESTRIAN ROUTE	LUMP SUM		\$120,000.00 \$10,000.00	1	\$120,000.00 \$10,000.00	1.00	\$82,800.00 \$10,000.00	0.06	\$7,200.00	0.12	\$14,400.00	0.03	\$3,600.00	0.07	\$8,400.00	0.03	\$3,600.00
		2563.613 PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY		\$75.00	110	\$8,250.00	110.00	\$8,250.00										
		2563.615 TEMPORARY IMPACT ATTENUATOR 2563.615 RELOCATE TEMPORARY IMPACT ATTENUATOR	AMBY AMBY	(12) (12)	\$3,500.00 \$650.00	3	\$7,000.00 \$1,950.00	2.00	\$7,000.00 \$1,950.00										
		2563.618 CONSTRUCTION SIGN-SPECIAL	SQ FT	(12)	\$650.00 \$25.00	500	\$1,950.00 \$12,500.00	500	\$1,950.00 \$12,500.00	<u>                                     </u>									
Ι	203	2564.502 INSTALL SIGN TYPE C	EACH		\$150.00	18	\$2,700.00	18	\$2,700.00		·								

			ENGINEER'S ESTIMAT	ΓΕ																
TAB	SHEET	ITEM	ITEM DESCRIPTION	UNIT	NOTES	UNIT	TOTAL	TOTAL		FEDERAL AID F	PARTICIPATIN	IG		STATE AID PA	ARTICIPATING	;		NON-PAR	TICIPATING	
	NO	NO				COST	ESTIMATED QUANTITY	COST HENNEPIN COUNTY  ROADWAY ROADWAY DRAINAGE DRAINAGE C			SP 027-635-034 SP 157-020-031  HENNEPIN CITY OF  COUNTY RICHFIELD				Y OF APOLIS	METRO D LINE				
									ROADWAY	ROADWAY COST	DRAINAGE	DRAINAGE COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
L	204	2564.502 C	DBJECT MARKER TYPE X4-2	EACH		\$90.00	2	\$180.00									2	\$180.00		
K	204	2564.518 S	SIGN PANELS TYPE C	SQ FT		\$45.00	306	\$13,770.00	296	\$13,320.00							10	\$450.00		
		2565.501 E	MERGENCY VEHICLE PREEMPTION SYSTEM D	LUMP SUM		\$8,000.00	1	\$8,000.00		,							1	\$8,000.00		
		2565.516 T	RAFFIC CONTROL SIGNAL SYSTEM D	EACH		\$200,000.00	1	\$200,000.00	0.50	\$100,000.00							0.5	\$100,000.00		
			PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	(5)	\$20,000.00	4	\$80,000.00							4	\$80,000.00				
			REVISE SIGNAL SYSTEM A	SYSTEM		\$42,000.00	1	\$42,000.00	1	\$42,000.00										
			REVISE SIGNAL SYSTEM B	SYSTEM		\$35,500.00	1	\$35,500.00	1	\$35,500.00										
			REVISE SIGNAL SYSTEM C	SYSTEM		\$27,000.00	1	\$27,000.00	1	\$27,000.00										
			EMPORARY SIGNAL SYSTEM A	SYSTEM		\$15,000.00	1	\$15,000.00	1	\$15,000.00										
			EMPORARY SIGNAL SYSTEM B	SYSTEM		\$15,000.00	1	\$15,000.00	1 1	\$15,000.00	1									
			EMPORARY SIGNAL SYSTEM C EMPORARY SIGNAL SYSTEM D	SYSTEM SYSTEM		\$7,500.00 \$60,000.00	1	\$7,500.00 \$60,000.00	0.50	\$7,500.00 \$30,000.00			-				0.5	¢20 000 00		
-			REE PROTECTION	EACH		\$200.00	4	\$800.00	4	\$800.00							0.5	\$30,000.00		
			EMPORARY FENCE	LIN FT	(10)	\$5.00	126	\$630.00	126	\$630.00										
В			REE PRUNING	EACH	(10)	\$115.00	4	\$460.00	4	\$460.00			<u> </u>							
			ROSION CONTROL SUPERVISOR	LUMP SUM		\$10.000.00	1	\$10.000.00	0.69	\$6.900.00	0.06	\$600.00	0.12	\$1,200.00	0.03	\$300.00	0.07	\$700.00	0.03	\$300.00
F			STORM DRAIN INLET PROTECTION	EACH		\$150.00	67	\$10,050.00	65	\$9,750.00	0.00	ψοσο.σο	02	ψ1,200.00	0.00	φοσοίσο	0.07	ψ. σσ.σσ	2	\$300.00
			SILT FENCE: TYPE MS	LIN FT	(9)	\$2.50	200	\$500.00	200	\$500.00										
F	12	2573.503 S	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	(15)	\$3.00	1000	\$3,000.00	1000	\$3,000.00										
F, G	12	2574.505 S	SOIL BED PREPARATION	ACRE	, ,	\$1,000.00	1.01	\$1,010.00	0.99	\$990.00									0.02	\$20.00
		2574.507 F	ROOTING TOPSOIL BORROW	CU YD		\$60.00	415	\$24,900.00					415	\$24,900.00						
F, G			ERTILIZER TYPE 3	POUND		\$1.00	351	\$351.00	344	\$344.00									7	\$7.00
G			SODDING TYPE LAWN	SQ YD		\$10.00	4446	\$44,460.00	4350	\$43,500.00									96	\$960.00
F, G			ROSION CONTROL BLANKETS CATEGORY 3N	SQ YD		\$2.50	342	\$855.00	342	\$855.00										
F, G		2575.505 S		ACRE		\$1,000.00	1.01	\$1,010.00	0.99	\$990.00									0.02	\$20.00
F, G			SEED MIXTURE 25-151	POUND		\$5.00	121	\$605.00	118	\$590.00									3	\$15.00
F			HYDRAULIC MULCH MATRIX	POUND		\$1.50	1965	\$2,947.50	1923	\$2,884.50									42	\$63.00
			" SOLID LINE PAINT	LIN FT		\$0.50	17500	\$8,750.00	17500	\$8,750.00	1									
			" BROKEN LINE PAINT " DOTTED LINE PAINT	LIN FT LIN FT		\$0.50 \$0.50	860 182	\$430.00 \$91.00	860 182	\$430.00 \$91.00									+	
-			"DOUBLE SOLID LINE PAINT	LIN FT		\$0.50	3200	\$3,200.00	3200	\$3.200.00										
-			" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$2.00	12300	\$24,600.00	12300	\$24,600.00										
.J			" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$2.00	4900	\$9.800.00	4900	\$9.800.00										
.I	203		" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$3.00	50	\$150.00	50	\$150.00										
J			4" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$20.00	600	\$12,000.00	600	\$12,000.00									1	
J			" BROKEN LINE MULTI-COMPONENT GROUND IN	LIN FT		\$2.00	860	\$1,720.00	860	\$1.720.00										
J	203	2582.503 4	" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT		\$4.00	3200	\$12,800.00	3200	\$12,800.00										-
J	203	2582.503 4	" DOTTED LINE MULTI-COMPONENT GROUND IN	LIN FT		\$2.00	228	\$456.00	228	\$456.00										
J			" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT		\$2.00	600	\$1,200.00	600	\$1,200.00										
J			" DOTTED LINE MULTI-COMPONENT GROUND IN	LIN FT		\$3.00	208	\$624.00	208	\$624.00										
J			4" SOLID LINE PREFORM THERMO GROUND IN	LIN FT		\$30.00	100	\$3,000.00	100	\$3,000.00										
J			PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT		\$35.00	1309	\$45,815.00	1309	\$45,815.00									ļ	
J	203		CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT		\$18.00	2277	\$40,986.00	2277	\$40,986.00									1	
J	203	2582.518 S	CROSSWALK PREFORM THERMOPLASTIC GROUND IN ENHANCED SKID RESISTANCE	SQ FT		\$20.00	1215	\$24,300.00	1215	\$24,300.00										
J			PAVEMENT MARKING SPECIAL 1	SQ FT		\$30.00	181	\$5,430.00	181	\$5,430.00										
J	203	2582.618 F	PAVEMENT MARKING SPECIAL 2	SQ FT	L	\$30.00	216	\$6,480.00	216	\$6,480.00							1			
1				Т	otal Opinion	of Probable C	onstruction Cost	\$3,440,770.25		\$2,378,163.00	1	\$212,090.00		\$422,862.00	1	\$89,810.00		\$243,580.00		\$94,265.25

#### NOTES:

- NOTES:
  (1) AVERAGE HEIGHT OF INPLACE MODULAR BLOCK WALL IS 0.7 FT
  (2) AVERAGE HEIGHT OF INPLACE STONE RETAINING WALL IS 1.3 FT
  (3) FOR ALL SWEEPING AS DIRECTED BY THE ENGINEER, INCLUDES SWEEPER TIME ONLY AND NOT TRANSPORTATION TIME
  (4) QUANTITY INCLUDES TOPSOIL BORROW
  (5) EACH PEDESTRIAN CROSSWALK FLASHER SYSTEM INCLUDES: (3) FLASHER ASSEMBLY PEDESTALS,
  (3) CONCRITE FOUNDATIONS, (3) PEDESTAL POLE AND BASE, (3) PUSH BUTTONS, (3) SIGNS, (3) RRFB (LED), (3) CONTROL BOX, AND (3) SOLAR ENGINE ASSEMBLY
  (6) FOR REMOVING CONCRETE WALK AT TH 62 BRIGGE; DOES NOT INCLUDE SIDEWALK WIDENING WORK ON THE BRIDGE
  (7) REMOVE BITUMINOUS PAVEMENT SHALL INCLUDE REMOVAL OF FULL DEPTH PAVEMENT SECTION, INCLUDING CONCRETE BASE BENEATH BITUMINOUS OVERLAY
  (8) LOCATED IN BOULEVARD AREAS AT ROUNDABOUT; MATCH EXISTING DIMENSIONS
  (9) TO BE USED AT ENGINEER'S DISCRETION
  (10) INCLUDES GATE
  (11) NO TREES CAN BE REMOVED BETWEEN APRIL 1 AND OCTOBER 1 OF ANY YEAR TO AVOID
  POTENTIAL IMPACTS TO ROOSTING LONG-EARED BATS (SEE SPECIAL PROVISIONS)
  (12) ITEM NOT SUBJECT TO QUANTITY OVERRUN AS DETAILED IN SPEC 1042.3 SECTION (2)
  (13) WATER MANHOLE
  (14) 7 TONS ARE PERMANENT; REMAINDER IS TO BE USED FOR TEMPORARY DRIVEWAYS
  (15) INCLUDES 825 LIN FT TO BE USED AT ENGINEER'S DISCRETION
  (16) PAVEMENT MAY BE REINFORCED
  (17) SEE SPECIAL PROVISIONS

- (17) SEE SPECIAL PROVISIONS
  (18) SAWING INPLACE CONCRETE BELOW BITUMINOUS CONSIDERED INCIDENTAL

# HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION

# RECOMMENDED URBAN LANDSCAPE/ STREETSCAPE GUIDELINES

James D. Jrube
Tyansportation Division Engineer

Revision No. 0 Date <u>04/03/95</u>

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# HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION

### RECOMMENDED URBAN LANDSCAPE/STREETSCAPE GUIDELINES APRIL, 1995

#### INTRODUCTION

Hennepin County Department of Public Works' Transportation Division (Division) has as a delegated function and responsibility to maintain a system of roadways that provide transportation for residents of the County in a safe, efficient manner. Year around safety requires adequate sight distances and a minimum operational clear zone that can also accommodate snow storage. The (Guidelines) to more consistently and thoroughly respond to questions about urban landscape/streetscape design practices.

All landscape/streetscape plans must be prepared and signed in accordance with the Board of Architecture, Engineering, Land Surveying, Landscape Architecture and Interior Design. The City Engineer shall also approve and sign the title or cover sheet for those landscape/streetscape plans. The City Engineer must also evaluate sight distances along the project and assure the Division, in a report, that sight distances are adequate.

The placement of obstacles or fixed objects, such as structures, trees, etc., within Hennepin County's right of way shall be cause for the Municipality to assume legal liability and additional maintenance responsibility through a Cooperative Agreement.

### RECOMMENDED GUIDELINE CRITERIA

The following is an alphabetical listing of the Division's recommended guidelines for landscape/streetscape design. The criteria listed is not all inclusive or necessarily complete. Requests for more clarification should be addressed to the Division Engineer or his/her designee. Figure 1 at the end contains a summarization of the recommended operational clear zone guidelines.

#### • Boulevard

The Division prefers a low maintenance boulevard. Snow and ice control methods may prevent the survival of some desired vegetation. The Municipality has the responsibility for mowing and the maintenance of facilities behind the curb.

#### Crosswalks

Crosswalks shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD).

The County's standard crosswalk is a block type pattern, painted white, on top of bituminous or concrete pavement. Municipalities have the responsibility to maintain pavement crosswalk markings after the initial painting.

Non-standard crosswalk surfaces (such as decorative brick, colored aggregate, etc.) shall require prior approval by the Division.

Municipalities shall have the responsibility to install and maintain any crosswalk surface, as well as the abutting material, if the crosswalk surface is not consistent with the road surface. The municipality shall also indemnify the County for the use of a non-standard crosswalk surface.

#### .• <u>Curb</u>

Curb design must conform to Hennepin County's Standard Design and the State Aid manual. Curb and pedestrian ramps must comply with the Americans With Disabilities Act (ADA).

#### • Irrigation

Water from irrigation systems shall not flow or spray onto the traveled roadway or onto any County owned structures such as traffic signal components and signage. Concrete gutters shall collect excess water from irrigation systems and not allow water to flow across roadways (gutter in).

Effects of subgrade saturation shall be addressed when irrigation systems are proposed. Provisions, such as perforated pipe, shall be included for the pickup and disposal of irrigation water.

The Division will not allow an open cut for installation or maintenance of irrigation piping within three years of construction, so consideration should be given to installing irrigation piping within a sleeve for roadway crossings. Maintenance and repair of the irrigation system is the responsibility of the owner.

#### • Landscaping/Streetscaping

Roadway geometrics and driver sight distances shall be considered when installing landscape items. A report indicating adequate sight distances have been maintained is required for all access points along the project. The report should consider all elements obstructing a driver's vision such as trees, shrubs, plantings/planters, structures, etc.

Any loose landscaping material, such as bark, must have an adequate means of containment that will prevent the material from spilling onto the roadway or sidewalk. The Municipality shall be responsible for maintaining such material, if installed, and for removing the material from the roadway or sidewalk if the material spills onto those surfaces. Loose landscape rock is not permitted within Hennepin County's right of way because of problems caused during mowing, etc.

The Municipality or owner has the responsibility to trim all plantings and to maintain visibility.

Hennepin County's responsibility for landscape/streetscape restoration, after any County activity, shall be limited to top soil, sod or seed. Restoration of specialty landscape/streetscape items, sidewalks and plantings shall be the responsibility of others.

The Division prefers traffic control signage to be located behind the sidewalk. Landscape/streetscape should not obstruct the view of signage.

Landscape/streetscape should make allowances for placement or future expansion of utilities within the right of way.

Traffic control during maintenance of landscaping shall comply with MMUTCD for traffic control.

#### • <u>Medians</u>

The Division can supply typical design standards for raised and depressed medians. Median drainage is a concern of the Division and should be discussed with the Division's Design Section. The Division's guideline does not allow planting trees within the median unless there is the minimum operational clear zone for the posted speed limit (see Operational Clear Zone).

Plantings, including raised planting beds, in medians shall not be higher than 3 feet from the bottom of the curb gutter line, however, sight lines must still be checked. Plantings should be kept as far back from the face of curb as possible to minimize disturbance due to snow plowing (see also Irrigation). If the Municipality proceeds with placing plantings within Hennepin County right of way, then the Municipality has the responsibility to trim plantings to maintain sight lines.

#### • Operational Clear Zone

To facilitate the safe operation and maintenance of a roadway facility, an operational clear zone is required. Encroachment into the operational clear zone causes safety and maintenance concerns.

The Division standard provides an operational clear zone of 6 feet from the face of curb where posted speeds are 35 miles per hour (MPH) or less. For speeds greater than 35 MPH to 45 MPH, the Division standard provides a 10 foot operational clear zone. The required operational clear zone for speeds over 45 MPH shall be analyzed on an individual basis by the Division (see Figure 1).

#### Right of Way

Streetscape/landscape items within the County's right of way are reserved for the public and owned by the Municipality. Hennepin County does not allow private enhancements within the County's right of way.

#### Sidewalks

The Division recommends a sidewalk with a minimum 5 foot width and prefers the sidewalk be placed 6 feet from the face of curb to accommodate snow storage.

#### Signals, Signing and Other Traffic Control Devices

All traffic control devices must comply with MMUTCD.

For urban cross sections, the Division recommends traffic signs be placed at least 6 feet from the face of curb to the edge of sign. Sign placement is preferred behind the sidewalk. The location of utilities should be considered with regard to future sign placement. In areas where there is no sidewalk, clearance to the signage should be at least 6 feet from the curb or edge of shoulder to allow for snow storage and/or future sidewalk(see Snow Storage).

Landscape/streetscape should not obstruct the view of signage.

Traffic signals shall have the Division's standard type and color. Any other color scheme requires prior review and approval by the Division and require the Municipality to maintain the paint system at no cost to the Division. Lead based paint shall not be used. Paint must comply with current Mn/DOT specifications.

#### • Snow Storage

The Division requires minimum operational clear zones for snow storage along the side of the road based on the posted speed limit. The requirement of an operational clear zone for snow storage allows the Division to efficiently clear roads of snow and help maintain the road's traffic carrying capacity. Inadequate snow storage will reduce lane widths, adversely affect traffic handling capacity of the road and prevent trucks from using the partially blocked traffic lane. Roads that are not cleared of snow along the curb to the storm drain can also cause drainage problems when the snow melts.

The Division may require that the Municipality obtain an easement if there is inadequate snow storage available within the right of way as a result of landscape/streetscape structure placement. In areas where landscape/streetscape structures cause inadequate room to store snow off the road, the Municipality will be required to either move or haul away the snow (see Introduction for legal liability and maintenance requirements).

#### Street Lighting

Street lighting must be functional and meet appropriate standards for illumination. Special consideration should be given to eliminating glare and shadows. Questions on lighting should be referred to the Division's Design Section.

#### • Trees

Trees, in general, can obstruct the view of signs and signals. Prior to the placement of any tree, sight lines should be evaluated that includes consideration for fully mature trees and their canopies.

The Division standard does not sanction the planting of trees on County right of way within the operational clear zone (see Operational Clear Zone).

Planting coniferous trees is discouraged within Hennepin County's right of way.

Tree grates in sidewalks or paved areas, unless properly installed and maintained, can be a hazard to pedestrians, people with disabilities, and snow removal operations, etc. The Municipality assumes all liability for the placement of any tree grates or other obstacles within the County's right of way.

Irrigation, if deemed necessary, should be limited to a trickle type system (see Irrigation).

The Division does not contribute to the replacement of any streetscape/landscape alteration as a result of any highway maintenance, modification or utility work.

#### • <u>Utilities</u>

Underground utilities that do not extend above the surface may be placed within the County's operational clear zone. Above ground utilities, however, should be placed outside the County's operational clear zone.

#### PERMITS -

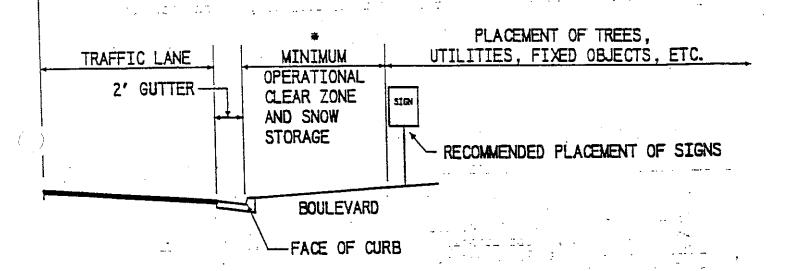
The Division's Permit Office shall be informed of all construction or maintenance work within the County's road right of way. Traffic Control and time of work must be approved by the Division prior to beginning any work. (Example: Parking in a traffic lane during rush hour is not allowed.)

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### FIGURE 1

HENNEPIN COUNTY DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION
RECOMMENDED LANDSCAPE / STREETSCAPE GUIDELINES

# URBAN TYPICAL ROADWAY CROSS SECTION



#### POSTED SPEED LIMIT

# MINIMUM OPERATIONAL CLEAR ZONE

35 M.P.H. OR LESS

GREATER THAN 35 M.P.H. TO 45 M.P.H.

GREATER THAN 45 M.P.H.

6 FOOT (FROM THE FACE OF CURB)
10 FOOT (FROM THE FACE OF CURB)
ANALYZED ON AN INDIVIDUAL
BASIS BY THE DIVISION.

ANDTI INDE

### STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

#### LIMITED USE PERMIT

C.S. 2775 (T.H. 62) S.P. 027-635-034 County of Hennepin LUP # 2775-0228

Permittee: City of Richfield Expiration Date: 12/31/2029

Coop./Const. Agmt #PW-04-19-20

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Richfield, ("Permittee"), to use the area within the right of way of Trunk Highway No. 62 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

#### **Non-Motorized Trail**

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

#### SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 12/31/2029 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

(a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility

- and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

- 2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
  - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
  - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

- 4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
- 5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

- 7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, incomelevel, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
- 8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
- 9. ASSIGNMENT. No assignment of this LUP is allowed.
- IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
- 11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
- 12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
- 13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

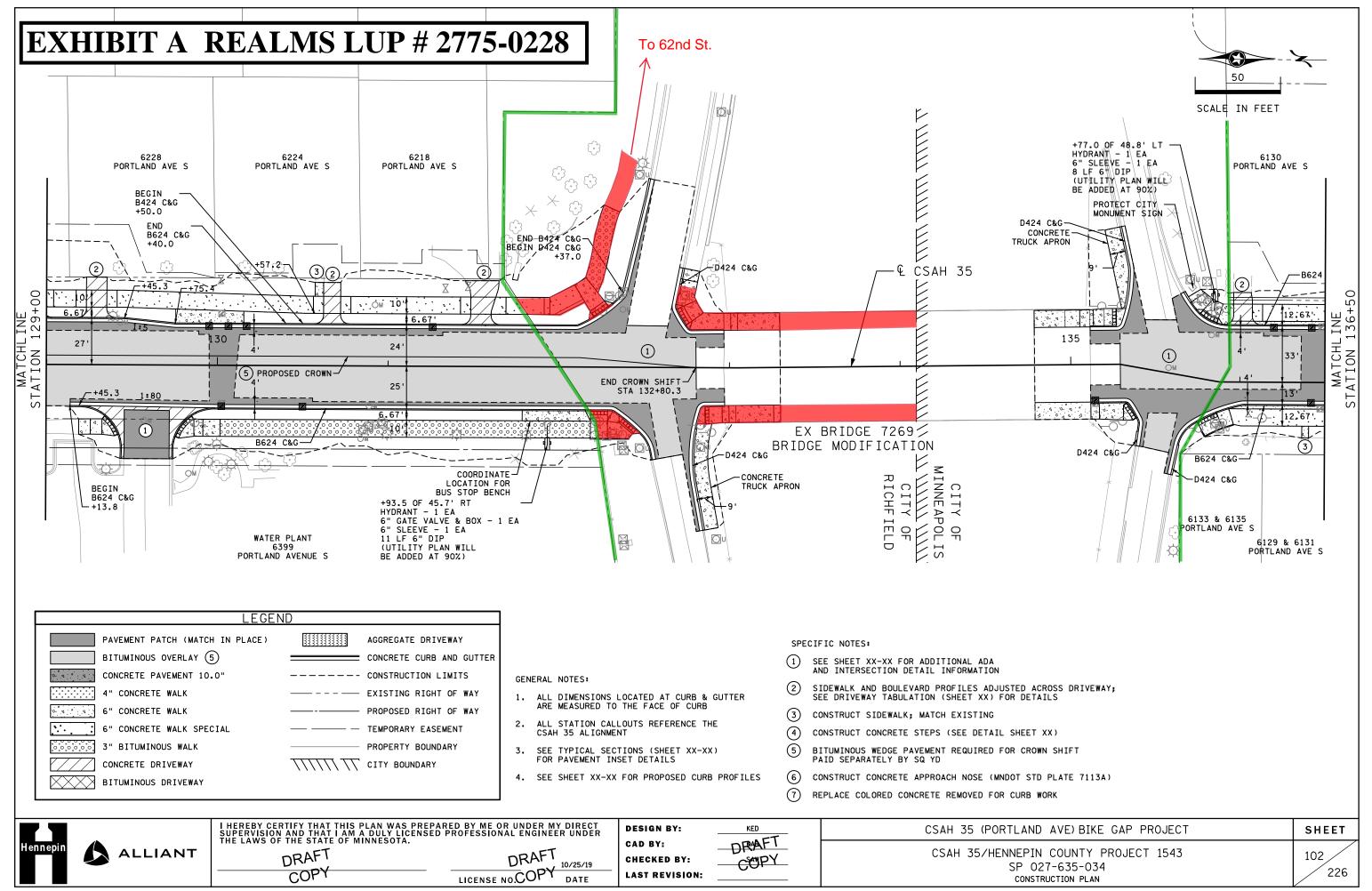
  and to MnDOT at:

Mayor Richfield City Hall 6700 Portland Avenue South State of Minnesota Department of Transportation Metro District Right of Way The address to which notices are mailed may be changed by written notice given by either party to the other.

- 14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
  - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
  - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
  - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
  - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
  - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT OF TRANSPORTATION	CITY OF RICHFIELD
RECOMMENDED FOR APPROVAL	By
	Its_Mayor_
By: District Engineer	Date_May 26, 2020_
Date	Date_ <u>May 20, 2020</u>
	And
APPROVED BY:	Its_City Manager_
COMMISSIONER OF TRANSPORTATION	Date_May 26, 2020
By: Director, Office of Land Management	
Date	

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.



#### **RESOLUTION NO.**

# RESOLUTION AUTHORIZING "NO PARKING" TRAFFIC CONTROL SIGNS ON PORTLAND AVENUE (CSAH 35) AND 66<sup>TH</sup> STREET (CSAH 53) UPON COMPLETION OF THE PORTLAND AVENUE BICYCLE AND PEDESTRIAN LINK PROJECT

**WHEREAS**, Hennepin County, in conjunction with the City of Richfield, will be implementing certain pedestrian and bicycle improvements along Portland Avenue (CSAH 35) from 67<sup>th</sup> Street to Trunk Highway 62; and

**WHEREAS**, the layout proposes the prohibition of all on-street parking on the east and west sides of Portland Avenue and a prohibition of all on-street parking on the north and south sides of 66th Street from 5th Avenue to Oakland Avenue for safe operation of the roundabout.

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

That Hennepin County is hereby authorized and directed to erect the following signs at the following locations as part of the Portland Avenue Bicycle and Pedestrian Link Project:

"No Parking Any Time" on the both sides of Portland Avenue (CSAH 35) commencing from the intersection of 66<sup>th</sup> Street (CSAH 53) to Highway 62.

"No Parking Any Time" on the both sides of 66<sup>th</sup> Street (CSAH 53) commencing from the intersection of 5<sup>th</sup> Avenue to Oakland Avenue.

That when the aforementioned traffic control signs have been so erected on said street, they shall be official traffic control signs of the City of Richfield and failure to observe such signs shall constitute a violation of the traffic ordinance of this City.

Adopted by the City Council of the City of Richfield, Minnesota this 26<sup>th</sup> Day of May, 2020.

ATTEST:	Maria Regan Gonzalez, Mayor
Elizabeth VanHoose, City Clerk	

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

2.B.



# STAFF REPORT NO. 63 CITY COUNCIL MEETING 5/26/2020

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

5/21/2020

#### ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a request for a new Secondhand Goods Dealer license for GameStop Inc., d/b/a GameStop #0633, located at 34 66th Street West.

#### **EXECUTIVE SUMMARY:**

On February 26, 2020, the City received an application for a new Secondhand Goods Dealer license for GameStop Inc., d/b/a GameStop #0633, located at 34 66th Street West. All required information, documents, and fees have been received.

The Public Safety background investigation has been completed. The Public Safety Director has reviewed the background investigation report. None of the information in the report would cause the Public Safety Director to recommend denial of the requested license.

#### **RECOMMENDED ACTION:**

By Motion: Approve the request for a new Secondhand Goods Dealer license for GameStop Inc., d/b/a GameStop #0633, located at 34 66th Street West.

#### BASIS OF RECOMMENDATION:

#### A. HISTORICAL CONTEXT

The Public Safety background investigation has been completed and reveals the following:

- The applicant has paid the required licensing fees.
- The required proof of liability insurance has been submitted showing Zurich American Insurance as affording coverage.
- All real estate and personal property taxes due and payable for the premises have been paid.
- A criminal background check was conducted on the applicants and no criminal histories were found.

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

The applicant has complied with all the provisions of the application process.

#### C. CRITICAL TIMING ISSUES:

There are no critical timing issues.

#### D. **FINANCIAL IMPACT**:

Licensing fees have been received.

#### E. **LEGAL CONSIDERATION:**

There are no legal considerations.

#### **ALTERNATIVE RECOMMENDATION(S):**

Deny the request for the Secondhand Goods Dealer license for GameStop Inc., d/b/a GameStop #0633; however, Public Safety has not found any basis for denial.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

GameStop Representative

AGENDA SECTION: AGENDA ITEM# **PUBLIC HEARINGS** 

4.



# STAFF REPORT NO. 64 CITY COUNCIL MEETING 5/26/2020

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director

5/20/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

5/21/2020

#### ITEM FOR COUNCIL CONSIDERATION:

Consider approval of an ordinance creating an Affordable Housing Trust Fund and authorize summary publication of said ordinance.

#### **EXECUTIVE SUMMARY:**

An Affordable Housing Trust Fund (Trust Fund) is a tool that can be used to support the preservation and creation of affordable housing in the City. Through its Trust Fund, the City can support the rehabilitation and preservation of existing affordable housing, promote the development of additional affordable housing, and assist individuals with rental and down payment assistance.

Staff recommends that the City establish its own Trust Fund to further its affordable housing efforts. The City's Housing and Redevelopment Authority (HRA) would administer the Trust Fund on behalf of the City. Initial funding for the Trust Fund will come from the HRA's Capital Improvement Fund. Additional funding would be identified through the regular budget process and be reported to the Council on an annual basis.

At first reading, the Council discussed whether or not to eliminate the "moderate income" category from the ordinance (i.e., households earning up to 120% of the area median income). To clarify, eliminating the category from the Trust Fund would not preclude the HRA or the Economic Development Authority (EDA) from undertaking activities that serve moderate income households. Those funds would just not be included in the Trust Fund. Rental assistance would only be done through the Trust Fund.

Council members asked whether our current down payment assistance program would be impacted by eliminating the moderate income category. That program is targeted to households earning 80% Area Median Income (AMI), so it would not be affected. The down payment assistance program is, however, federally funded and can continue to operate regardless of whether or not a Trust Fund is created.

The City could potentially suffer a potential negative financial impact from the income limitation if the State were ever to create a state-funded matching fund. Legislation to create such a fund has been introduced in past years but has not passed. The more funding placed in a local Trust Fund, the more match the City could potentially be eligible for.

Staff and HRA/EDA legal counsel recommend that Council retain maximum flexibility for the Trust Fund by including all eligible categories. The HRA and EDA set funding and programmatic priorities through the budget process and retain the ability to focus housing efforts on low and very low income households.

#### **RECOMMENDED ACTION:**

Conduct a public hearing and by motion:

- 1. Approve an ordinance establishing an Affordable Housing Trust Fund.
- 2. Adopt a resolution authorizing summary publication of said ordinance.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- In 2017, the State Legislature approved legislation to allow cities to establish housing trust funds in order to facilitate affordable housing efforts in the State.
- On April 28, 2020, the City Council adopted an emergency ordinance to provide emergency rental assistance to residents financially impacted by the COVID-19 crisis.
   The City and HRA Attorneys recommended that the City adopt an Affordable Housing Trust Fund as a mechanism for providing rental and other housing assistance that may be needed on a longer-term basis.

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

- Minnesota Statutes 462C.16 establishes the authority for cities to create local housing trust funds.
- The City's Comprehensive Plan supports the preservation, maintenance and diversification of the City's housing stock and the provision of housing that meets the diverse needs of all its residents. Ensuring housing stability for its residents and preserving and creating affordable housing furthers these goals.
- The HRA works to implement the Comprehensive Plan by administering a variety of housing programs for people who own their homes and who rent their homes and for residents across the income spectrum.

#### C. CRITICAL TIMING ISSUES:

The City and HRA Attorneys recommend that a permanent Trust Fund be established in order to facilitate continued funding of emergency rental assistance.

#### D. FINANCIAL IMPACT:

- The HRA will provide initial funding for the Trust Fund from its Capital Improvement Fund for emergency rental assistance related to COVID-19 impacts. Additional funds may be added through the EDA and HRA's regular budget process and will be approved by and reported to the Council on an annual basis.
- Programs that may be funded through the Trust Fund include:

COVID-19 emergency rent assistance (50% AMI)

Kids@Home (50% AMI)

Community Fix-Up Fund (115% AMI)

• Sources of funds for the trust fund include, but are not limited to: donations; bond proceeds; grants and loans from a state, federal or private source; appropriations by local government; investment earnings; pooled Tax Increment Financing (TIF), and EDA and HRA levies.

#### E. **LEGAL CONSIDERATION:**

- Through an Affordable Housing Trust Fund, the City may undertake affordable housing
  activities such as pay for administrative expenses (10% maximum); make loans, grants
  and loan guarantees for the development of affordable housing; match other funds from
  federal state, or private resources; provide down payment assistance, rental assistance,
  and homebuyer counseling services.
- Activities may be directed towards people with very low (up to 50% Area Median Income, AMI), low (up to 80% AMI) and moderate income (up to 120% AMI).

- While the City's HRA has been conducting affordable housing activities since its inception in 1974, the Trust Fund statute provides clear legal authority for a variety of affordable housing-related activities and a budgeting mechanism for tracking those efforts.
- While pooled TIF may be contributed to a housing Trust Fund, the same rules that restrict
  the use of TIF would apply to the Trust Fund, so it is unlikely that those funds would be
  contributed to the Trust Fund until such time that changes were made to the current
  restrictive accounting requirements.
- The Ordinance was written by the HRA Attorney and reviewed by the City Attorney.

#### **ALTERNATIVE RECOMMENDATION(S):**

- 1. Approve second reading with the modification that eligible renter households must be low or very low income.
- 2. Approve second reading with the modification that all eligible households must be low or very low income.
- 3. Approve second reading with the modification that any funding placed in the Trust Fund to serve moderate income households be approved by a super majority (i.e., 4 out of 5 members).

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

#### **ATTACHMENTS:**

Description Type

□ Housing Trust Fund Ordinance Ordinance

□ Resolution for Summary Publication Resolution Letter

<b>BILL</b>	NO.	

#### AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST FUND

#### THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Preamble.

1.01. In order to provide the City of Richfield (the "City") with additional tools to support the rehabilitation and preservation of existing affordable housing within the City, promote the development of additional affordable housing within the City, and assist individuals with rental and down payment assistance, the City has determined to create an Affordable Housing Trust Fund.

Section 2. Definitions.

- 2.01. Persons of very low income means families and individuals whose incomes do not exceed 50 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul- Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.
- 2.02. Persons of low income means families and individuals whose incomes do not exceed 80 percent of the area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul- Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.
- 2.03. Persons of moderate income means families and individuals whose incomes exceed 80 percent, but do not exceed 120 percent, of area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul-Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

#### Section 3. Establishing Affordable Housing Trust Fund.

3.01. Pursuant to the authority granted to the City under Minnesota Statutes Section 462C.16, an affordable housing trust fund is established for the following purposes: provide loans and grants to for-profit and non-profit housing developers for the acquisition and capital and soft costs necessary for the creation of new affordable rental and owner-occupied housing, for the rehabilitation and preservation of existing multi-family residential rental housing including naturally occurring affordable housing and rental assistance and homeownership assistance to persons of very low, low, and moderate income.

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#### Section 4. Funding Sources.

4.01. The Affordable Housing Trust Fund shall be funded by an annual budgeted allocation of funds from the Housing and Redevelopment Authority in and for the City of Richfield (HRA) levy and funds from the Richfield Economic Development Authority (EDA) levy, as approved by the City Council. Other sources of funding may include, but are not limited to:

- (a) Private cash donations from individuals and corporations designated for the Affordable Housing Trust Fund.
- (b) Payments in lieu of participation in current or future affordable housing programs.
- (c) Matching funds from a federal or state affordable housing trust fund; or a state program designated to fund an affordable housing trust fund.
- (d) Principal and interest from Affordable Housing Trust Fund loan repayments and all other income from Affordable Housing Trust Fund activities.
- (e) The sale of real and personal property.
- (f) Local government appropriations, development fees and other funds as designated from time to time by the City Council.
- (g) Tax Increment Finance (TIF) pooled funds.

#### Section 5. Purpose of Affordable Housing Trust Fund.

- 5.01. The City may use money from the Affordable Housing Trust Fund to assist proposed projects or programs to develop or preserve affordable housing for persons of very low, low, and moderate income to include:
  - (a) Making loans at interest rates below or at market rates in order to strengthen the financial feasibility of proposed projects;
  - (b) Guaranteeing of loans;
  - (c) Providing gap financing for affordable housing developments;
  - (d) Financing the acquisition, demolition, and disposition of property for affordable housing projects;
  - (e) Financing construction of public improvements and utilities to aid proposed affordable residential developments;

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(f) Financing the rehabilitation, remodeling, or new construction of affordable housing;

- (g) Tenant and project based rental assistance;
- (h) Funding for acquisition and rehabilitation in conjunction with or related to affordable housing projects;
- (i) Funding to facilitate affordable homeownership opportunities including down payment assistance, second mortgages, closing costs, etc.;
- (j) Administrative costs associated with affordable housing programs that do not exceed ten percent of the balance fund;
- (k) Interim financing of public costs for affordable housing projects in anticipation of a permanent financing source (i.e. construction financing, bond sale, etc.); and
- (I) Other uses as permitted by law and approved by the City Council.

Section 6. Administration of Affordable Housing Trust Fund.

- 6.01. The Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the "Authority") shall administer the Affordable Housing Trust Fund on behalf of the City.
- 6.02 The Authority shall determine the terms and conditions of repayment of loans and grants from the Affordable Housing Trust Fund including the appropriate security and interest, if any, should repayment be required. Interest on loans and grants shall be as established by the Authority from time to time or at the time of approval of a specific project or program.
- 6.02. The Authority shall report annually to the City on the use of the funds in the Affordable Housing Trust Fund, including the number of loans and grants made, the number and types of residential units assisted, and the number of households for which rental assistance or down payment assistance were provided. The City shall post the annual report on its Website.

#### Section 7. Council Action.

- 7.01. The City Council of the City of Richfield hereby ordains the implementation of the Affordable Housing Trust Fund.
- 7.02. This Ordinance shall be effective on the 30<sup>th</sup> day following the publication of a

Bill No.	Page 4
<u></u>	· ago .

summary of this ordinance approved by the City Council of the City of Richfield in the official newspaper of the City of Richfield.

7.03. The summary of this Ordinance was reviewed and approved by the City Council of the City of Richfield and the City Council finds that the summary of this Ordinance clearly informs the public of the intent and effect of this Ordinance.

Section 8. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City Council of the City of Richfield, Minnesota on	, 2020
Maria Regan Gonzalez, Mayor	
Attest:	

Beth Vanhoose, City Clerk

#### Action on this ordinance:

Date of introduction: May12, 2020 Date of adoption: \_\_\_\_\_, 2020

Motion for adoption: Seconded by: Voted in favor of: Voted against: Abstained: Absent:

Ordinance adopted.

Date of publication:

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Richfield, Minnesota, at a meeting held on May 26, 2020.

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,	
Beth Vanhoose, City Clerk	
650776v2(JAE) RC125-377	

### RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST FUND

**WHEREAS**, the City has adopted the above-referenced amendment of the Richfield City Code; and

**WHEREAS**, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

SUMMARY P	UBLICATION
BILL NO.	

#### AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST FUND

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance establishes an affordable housing trust fund in order to provide additional tools to support the rehabilitation and preservation of affordable housing, promote the development of additional affordable housing and assist individuals with rental and down payment assistance.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of May, 2020.

ATTEST:	Maria Regan Gonzalez, Mayor
Elizabeth VanHoose, City Clerk	

AGENDA SECTION:	
AGENDA ITEM#	

RESOLUTIONS	
5.	



# STAFF REPORT NO. 61 CITY COUNCIL MEETING 5/26/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer

5/18/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

5/21/2020

#### ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution requesting an advance payment of 2020-2024 Municipal State Aid (MSA) Street Funds to collect funds available from the completion of eligible past projects.

#### **EXECUTIVE SUMMARY:**

Staff recommends the City Council adopt the proposed resolution requesting an advancement of the 2020-2024 MSA allotments to collect funds available from the completion of MSA eligible past projects. These funds would then be available to be used to cover other eligible expenditures, including Lyndale Avenue Reconstruction, spot ADA improvements, matching funds for the Portland Avenue Bike Gap project, and other upcoming projects.

The maximum amount of MSA funds that Richfield can request is \$4M. The estimated amount of past eligible expenditures exceeds the \$4M and so staff is recommending the City Council request an advance for the maximum allowed.

#### **RECOMMENDED ACTION:**

By Motion: Adopt the resolution requesting an advancement of 2020-2024 Municipal State Aid Street funds.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- Minnesota Statute 162.14 provides for municipalities to make advances from future year's allocations.
- The Minnesota Department of Transportation (Mn/DOT) State Aid Office solicits requests for advances on a year-by-year basis depending on the current statewide fund balance.
- Advance is limited to five times the municipalities' last construction allotment or \$4,000,000, whichever is less.
- The past eligible projects were funded using other sources, but were approved by State Aid so these funds would be available if needed. Those project include 77th Street Joint Repair; Richfield Parkway; 76th Street East Reconstruction; and 66th Street.

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

Mn/DOT requires that all State Aid Street Fund advances be made via City Council resolution.

#### C. CRITICAL TIMING ISSUES:

Mn/DOT State Aid Office considers advance requests on a first come, first serve basis.

#### D. **FINANCIAL IMPACT**:

- MSA balance (5/1/2020) (\$218,649)
- Estimated 2021 Allocation \$1,000,000 (est. 15% less due to COVID-19)
- Total estimated MSA disbursement from past projects \$4,880,000
- Maximum MSA advancement is \$4,000,000 less negative balance \$3,781,351
- 2020 Advance Amount Requested \$3,781,351

#### E. **LEGAL CONSIDERATION:**

The City Attorney will be available to answer any questions.

#### **ALTERNATIVE RECOMMENDATION(S):**

None

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

#### **ATTACHMENTS:**

Description Type

2020 MSA Advancement Request Resolution Resolution Letter

#### **RESOLUTION NO.**

### RESOLUTION AUTHORIZING AN ADVANCE OF 2020-2024 MUNICIPAL STATE AID STREET FUNDS

WHEREAS, the Municipality of Richfield has implemented Municipal State Aid Street Project(s) which require State Aid funds in excess of those available in its State Aid Construction Account; and

**WHEREAS**, said municipality has completed the construction of said project(s) through the use of other Municipal funds and is requesting an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

**WHEREAS**, the advance is based on the following determination of estimated expenditures:

Estimated Account Balance as of date _	5/14/2020	\$ <u>-218,649</u>
Less estimated disbursements:		
Project # <u>157-108-037</u>	\$ 700,000	
Project # <u>157-361-027</u>	\$ 2,000,000	
Project # <u>157-370-005</u>	\$ 500,000	
Project # <u>157-020-029</u>	\$ 1,680,000	
Project #	\$ <u>NA</u>	
Bond Principle (if any)	\$ <u>NA</u>	
Project Finals (overruns-if any)	\$ <u>NA</u>	
Other	\$ <u>NA</u>	
<b>Total Estimated Disbursements</b>		\$ 4,880,000
Advance Amount (amount in excess of acct balance)		\$ 3,781,351

**WHEREAS**, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this Resolution does not guarantee the availability of funds.

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

That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Richfield in an amount up to \$3,781,351 in accordance with Minnesota Rules 8820.1500, Subp. 10b. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the City Council of the City of Richfield, Minnesota, this 26th day of May, 2020.

	Maria Regan Gonzalez, Mayor
ATTEST:	
Elizabeth VanHoose, City Clerk	