



**SPECIAL JOINT CITY COUNCIL, HOUSING AND REDEVELOPMENT AUTHORITY, AND PLANNING  
COMMISSION WORKSESSION  
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM  
OCTOBER 24, 2017  
5:30 PM**

Call to order

1. Comprehensive Plan update.
2. Affordable housing strategies.

Adjournment

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

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

October 19, 2017

Council Memorandum No. 98

HRA Memorandum No. 29

The Honorable Mayor  
and  
Members of the City Council

Housing and Redevelopment  
Authority Commissioners  
City of Richfield

Subject: Comprehensive Plan Update

Council Members and Commissioners:

On Tuesday, October 24 at 5:30 p.m., staff and Lance Bernard of SRF Consulting Group will present work thus far on the Comprehensive Plan update. The update will cover:

- Revised vision and goals (enclosed);
- 66th & Nicollet concepts;
- Parks Master Plan;
- Public Engagement Findings; and
- Next steps.

Two documents are attached for your review prior to the work session:

- Community Brief #2 related to the city-wide open house held on August 17 from 3:00 – 7:00 p.m. at City Hall; and
- Revised goals and policies.

Respectfully submitted,



Steven L. Devich  
City Manager

Attachments

SLD:mnp

Email: Assistant City Manager  
Department Directors  
Assistant Community Development Director  
Planning Commission

# Richfield 2040 Comprehensive Plan

## Community Brief #2 Phase II Public Engagement Summary

The City of Richfield hosted an open house on August 17th, 2017 from 3 p.m. to 7 p.m. at City Hall. The open house served as the second phase of public engagement activities for the Comprehensive Plan Update. The open house provided residents an opportunity to review and comment on draft elements of the plan. Specific items for comment included draft goals, concept ideas for the land uses near 66th Street and Nicollet Avenue, and draft park recommendations. The open house boards are provided in Attachment A.

The open house was marketed through a community-wide mailing, social media posts via Facebook, and through the help of the Comprehensive Planning Advisory Committee. Marketing materials also indicated (in Spanish) that a translator would be available during the open house. The Spanish translator engaged and assisted Spanish speaking residents at the meeting.

Overall, the open house was well attended. Over a hundred residents signed-in; however, general observations indicated much more in attendance. Many of those in attendance stated that they learned about the event through the community-wide mailing or through the City of Richfield's Facebook page. A summary of the open house findings is highlighted throughout this Community Brief.

## Key Themes

Most of the open house boards were interactive, allowing participants to vote on questions or provide written comments. Each comment was documented and reviewed by the study team to determine key themes. This qualitative assessment will help inform changes to the Comprehensive Plan. A summary of these findings is listed below.

### Richfield, the Urban Hometown

Residents were asked to help define what an "urban hometown" means to the community. A draft statement was provided for comment. In general, the public felt the definition captured the community.

### Draft Goals

The draft goals for land use, housing, transportation and parks were on display for comment. In most cases, residents were split on whether they agreed or disagreed on the goal statements. As this pattern emerged during the open house, study team members engaged residents on their reasons for voting one way or another. Staff learned residents were reacting to the goal statements differently. For example, those who agreed with the goal statements felt the statements captured Richfield positively. Those who responded negatively felt the goal statements were not being achieved today, and therefore, disagreed with the statement. However, those who disagreed with the goal statements felt the

statements represented a positive future for Richfield. This finding suggests most participants were in favor of the goal statements, regardless of how they voted.

## 66th Street and Nicollet Avenue Concepts

Many residents gravitated towards the concept boards developed for the 66th Street and Nicollet Avenue area. These concepts were supported by findings from the market analysis. More importantly, the concepts were presented as "ideas" to consider if the area redevelops over time. Key themes from the discussions and comments included:

- Residents were largely in favor of redevelopment patterns that supported mixed-use developments with a strong focus on commercial uses.
- Both concepts include the redevelopment of a small portion (south-west quadrant) of the Academy of Holy Angels property. Residents expressed a strong desire to keep this area undeveloped.
- There is a strong desire to see more local/small businesses in the area.
- Residents would like to see more restaurants, coffee shops and neighborhood services (e.g., grocery and hardware stores).
- In general, housing is supported if it is integrated with commercial development and is not the primary use. These comments were primarily focused on the Hub property.
- Residents indicated a strong desire to provide the area with a "facelift" through façade improvements, landscaping and pedestrian amenities.
- Residents expressed concerns about future building heights and their potential impact to adjacent neighborhoods.

## Parks

The draft park recommendations generated a lot of discussion amongst residents. A key item on display included potential sites for a future dog park. Potential locations include Christian Park, Donaldson Park, Lincoln Field, Taft Park, Veterans Memorial Park and Garfield Park. Residents were asked to vote on their preferred location. Many participants selected Donaldson Park and Veterans Memorial Park as a preferred location. Regardless of the location, participants agreed a dog park would be beneficial to the community.

Other items on display for comment included potential locations for a new soccer field. However, little input was received to determine a preferred location.

Overall, residents are pleased with Richfield's parks and amenities. Most of the conversations and comments focused on specific park improvements (e.g., programming, operations and maintenance).

## Land Use and Housing

The majority of the discussion on land use focused on housing. In general, there was consensus among existing residents that the housing stock is meeting today's needs and plays a large part in why people chose to live in Richfield. However, the term "housing affordability" has a different meaning to many. Residents defined "affordable housing" as single-family homes for first time homebuyers to apartment buildings in disrepair. In some cases, residents felt Richfield has too much affordable housing.

## Transportation

The transportation boards described Richfield's Bicycle Master Plan (2017) and multimodal goals. Discussions and comments indicated a strong support for multimodal options and expanding the transit system. For example, residents generally supported improvements for safe pedestrian connections and transit amenities (e.g., shelters and garbage cans). However, responses on the bicycle network varied widely. Most of these comments regarded recent bike lane improvements. In that respect, staff fielded questions on the benefits in expanding the bicycle network.

Comments were also received on the roadway system. Most of these comments pertained to spot improvements, such as signal timing, infrastructure improvements and crosswalks. Discussion also focused on current improvements along 66th Street and programmed improvements (e.g., 77th Street underpass) throughout the community.

# Attachment A- Open House Boards

# Comprehensive Planning 101

## Q. What is the Richfield Comprehensive Plan?

A. The Richfield Comprehensive Plan addresses the topics of land use, housing, transportation, parks and more. **This document helps shape how Richfield will grow and change over the next 20 years.**



## Q. Why should I be interested in the Comprehensive Plan?

A. The **comprehensive plan provides guidance to elected officials**, City staff, developers, neighborhood groups and other community stakeholder to ensure progress towards a common vision.

## Q. Why is the City updating the Comprehensive Plan?

A. Richfield is **required by State law** to update our comprehensive plan every ten years. The current Richfield Comprehensive Plan was adopted in 2008.

The City of Richfield consults the plan when:

1. A developer or property owner proposes to build a new building.
2. Rebuilding a street, constructing a bikeway, or planning a transit project.
3. Maintaining and investing in our park system.
4. Designing programs and strategies for affordable housing and employment.



# Comprehensive Planning 101

## Q. How will Richfield grow over the next twenty years (2040)?

A. The region is projected to grow at a slower pace than previous forecasts used in the 2008 Comprehensive Plan. Over the next 20 years, **Richfield is expected to see moderate growth** in population, households and jobs.

2008 Forecasts			Year	Current Forecasts		
Population	Households	Jobs		Population	Households	Jobs
37,700	16,500	17,100	2010	35,228	14,818	15,604
41,300	18,000	17,600	2020	35,700	15,600	16,600
45,000	19,500	18,100	2030	35,600	16,000	17,100
–	–	–	2040	35,900	16,400	17,500





# Early Public Engagement Findings

## Q. What makes Richfield a great place to live, work, and play (key themes)?

- 🏠 Respondents enjoy the city's **proximity** to downtown Minneapolis, MSP Airport, local businesses, and the Mall of America.
- 🏠 Residents have a strong connection and appreciation for the community's **parks and open spaces**.
- 🏠 Respondents recognize the benefits of Richfield's **small town character, inclusive feel, and diverse people**.
- 🏠 Residents value the **affordability** of the community.
- 🏠 Residents appreciate and utilize the **bike and pedestrian trails** throughout the community.

## Q. What should Richfield look like in 2040?

- 🏠 Respondents envision more **diverse housing opportunities, people, and local small business opportunities**.
- 🏠 Residents expect **blighted areas** of Richfield to be **redeveloped**.
- 🏠 Respondents anticipate there to be **more opportunities or improved services for walking, biking, and transit**.
- 🏠 Residents expect **enhanced education** opportunities and standards along with modernized facilities.
- 🏠 Residents envision **less concerns about crime** through greater enforcement and community engagement.

## Q. How do you typically travel to your favorite place in Richfield?

(Choose all that apply)



Car - 62%



Biking - 38%



Walking - 47%



Transit - 0.05%



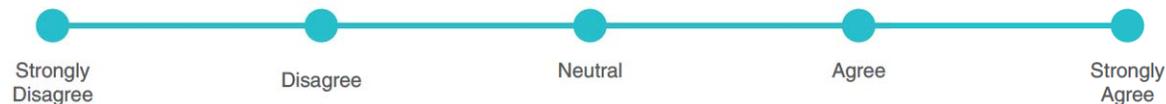
# Richfield, The Urban Hometown

## Q. What does an Urban Hometown mean to Richfield?

The Urban Hometown, is a community that reflects the characteristics of living in a close-knit community, while surrounded by the amenities and resources of a broader metropolitan area. The urban hometown feeling is rooted in the personal connections cultivated within our neighborhoods, parks, schools and streets. These connections are reinforced by quality housing, local commercial centers, recreational opportunities, and the cultural diversity found within our city. Our proximity to the Twin Cities only serves to expand the opportunities available to our residents, providing the best of both small town living and urban life. Our goal is to embrace these characteristics, and take steps to maintain and enhance the culture and community that makes us an urban hometown.

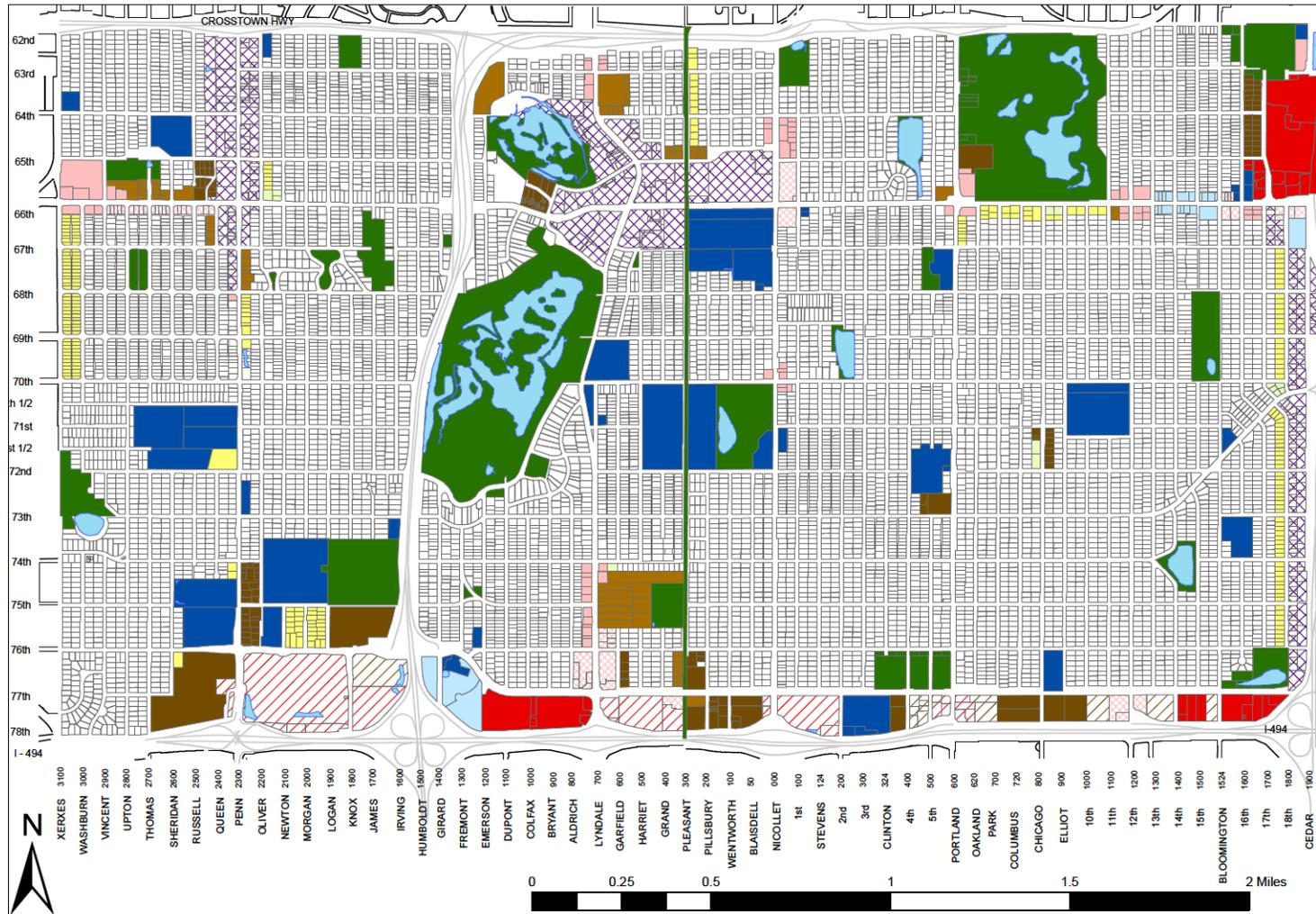
## Q. Does the Urban Hometown definition accurately capture who we are as a community?

Place a dot below to answer the question.



What do you think?  
Please share your thoughts.

# Land Use Plan



## Legend

- Regional Commercial
- Regional Commercial/Office
- Comm Commercial
- Comm Commercial/Office
- Neighborhood Commercial
- Office
- High Density Residential
- High Density Res/Office
- Medium-High Density Res
- Medium Density Residential
- Low Density Residential
- Mixed Use
- Park
- Public / Quasi-Public

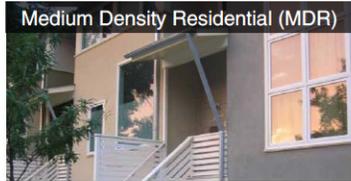


# Land Use Plan



Low Density Residential (LDR)

The low density residential category allows for the mixture of single-family detached and attached units such as, duplexes and lower density townhomes. Low Density residential development ranges from **1 to 6 units per acre**.



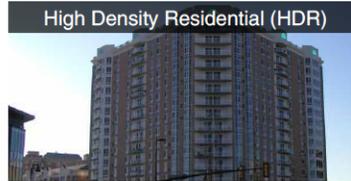
Medium Density Residential (MDR)

Medium density residential accommodates attached housing, predominantly townhomes or condominiums ranging from **7 to 12 units per acre**. Medium density residential also includes manufactured housing.



Medium-High Density Residential (MHD)

Medium - High Density Residential includes multi-unit and multi-building developments. The intent is to allow for higher density housing, such as townhome developments. The **allowed density would range from 12 to 24 units per acre** and no greater than 4 stories tall.



High Density Residential (HDR)

High Density Residential includes multi-unit and multi-building developments at a more intense scale. The allowed density range is a **minimum of 24 units per acre**. High Density Residential uses are primarily located convenient to transportation, utility, security, shopping and social services to support higher concentrations of people.



High Density Residential/Office (HDRO)

The HDRO includes multi-unit and multi-building developments with the presence of office uses. Like the HDR category, a **minimum density of 24 units per acre** is required.



Neighborhood Commercial (NC)

The intent of this category is to provide space to allow for goods or services that neighborhood resident's need on a frequent basis. Neighborhood commercial uses must fit within the character and scale of a residential neighborhood and should be accessible by foot and bicycle. The size of neighborhood commercial is **limited to 5,000 square feet**.



Community Commercial (CC)

Community Commercial accommodates a wide variety of retail goods and services that are more intense than neighborhood scale commercial. Community commercial uses are primarily located along major local corridors, such as 66th St., Penn Ave., Nicollet Ave., and Portland Ave. An example of an existing community commercial area is the HUB. Community commercial uses can contain **buildings up to 150,000 square feet in size**.



Community Commercial/Office (CCO)

Community Commercial/Office allows for the presence of offices. Within this category, office uses are to be integrated into the overall development **up to a total building size of 150,000 square feet**. Office uses would preferably be located above retail uses or situated in stand-alone building developments.



Regional Commercial (RC)

Regional Commercial uses are primarily, if not exclusively located along regional corridors that provide visibility and accessibility. These commercial land uses are larger in scale, **ranging from 150,000 + square feet**. Primary uses would include large anchor retail tenants, mid-sized retailers or a collection of specialty retail tenants fashioned in lifestyles centers, shopping malls or large stand-alone buildings.



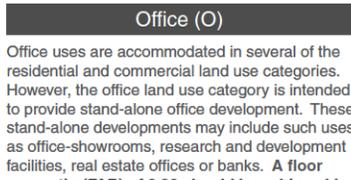
Regional Commercial/Office (RCO)

Regional Commercial/Office allows for the presence of offices. Office uses are to be integrated into the overall development with buildings **exceeding 150,000 square feet in size**. Office uses would preferably be located above retail uses or situated in stand-alone building developments.



Mixed Use (MU)

The intent of the Mixed Use category is to create a district that is a vibrant and pedestrian-oriented. That would accommodate residential, shopping, recreational and businesses uses in a flexible arrangement. Mixed-use densities are generally consistent with the high-density multifamily areas or higher.



Office (O)

Office uses are accommodated in several of the residential and commercial land use categories. However, the office land use category is intended to provide stand-alone office development. These stand-alone developments may include such uses as office-showrooms, research and development facilities, real estate offices or banks. A **floor area ratio (FAR) of 0.20 should be achieved** for stand-alone office building development.



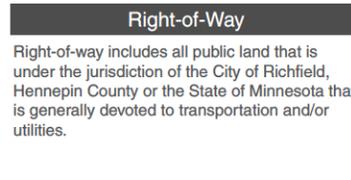
Public and Quasi-Public

Public and Quasi-public uses include all civic, county and state facilities (excluding parks); religious facilities, schools and other similar non-profit uses.



Park

The park designation includes all public parks, public playgrounds and trail corridors.



Right-of-Way

Right-of-way includes all public land that is under the jurisdiction of the City of Richfield, Hennepin County or the State of Minnesota that is generally devoted to transportation and/or utilities.



# Land Use Plan

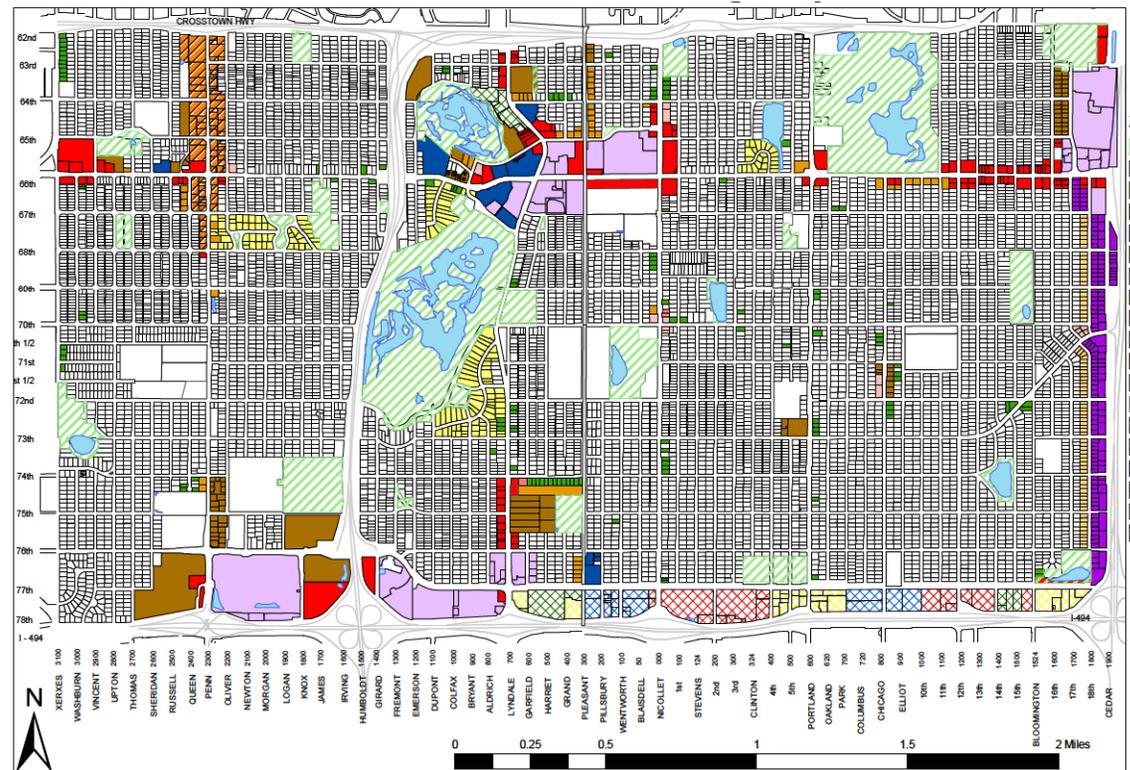
## Q. What is the difference between the Comprehensive Plan and the Zoning Ordinance?

A. The comprehensive plan guides land uses and informs future land use decisions. The Zoning Ordinance is part of the City Code and regulates the type, scale and intensity of development which may occur in the specific zoning districts. To fully understand how a parcel of land can be used, you first need to know how the land is planned in the Comprehensive Plan, and then determine how the land is zoned.

## Q. Does the Comprehensive Plan propose any changes to the land use plan.

A. Minor changes have been made over the past five years to the land use plan. **Land use changes are anticipated to be focused around 66th & Nicollet.** Minimal changes are expected throughout the remainder of the city.

Richfield Zoning Map



### Zoning Designation

Park (Zoning District is R)	C-1 Community Commercial
R Single-Family	C-2 General Commercial
R-1 Low-Density Single-Family	PC-2 Planned General Commercial
MR-1 Two-Family	I Industrial
PMR Planned Multi-Family	MU-N Mixed Use-Neighborhood
MR-2 Multi-Family	MU-C Mixed Use-Community
MR-2/CAC Multi-Fam + Cedar Overlay	MU-C/CAC Mixed Use + Cedar Overlay
MR-3 High-Density Multi-Family	MU-C/PAC Mixed Use + Penn Overlay
SO Service Office	MU-R Mixed Use-Regional
	PMU Planned Mixed Use



# Land Use Plan

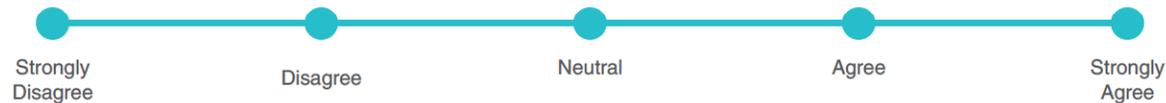
## Q. What are the land use goals for the comprehensive plan?

A. The comprehensive plan's draft land use goals include:

- Maintain and enhance the “urban hometown” character of Richfield.
- Develop identifiable nodes, corridors and gateways throughout the community.
- Provide an economic climate within Richfield that will encourage the availability of quality goods, services and employment opportunities for residents.

## Q. Do the draft land use goals capture your vision for Richfield?

Place a dot below to answer the question.



What do you think?  
Please share your thoughts.

A large yellow rectangular area intended for sharing thoughts.

# 66th Street and Nicollet Avenue Market Analysis

## Q. What is a market analysis?

A. A market analysis typically **outlines key demographic data and economic/market factors**. This information can help determine if any new land uses (e.g., housing, retail, or office space) could be supported in an area.

## Q. Why was a market analysis prepared for this area?

A. We wanted to better understand the future development potential for the area. The findings helped shape concepts on how the area may redevelop over time. **The study is intended to be a resource for the city and property owners.**

## Q. What did the market analysis discover?

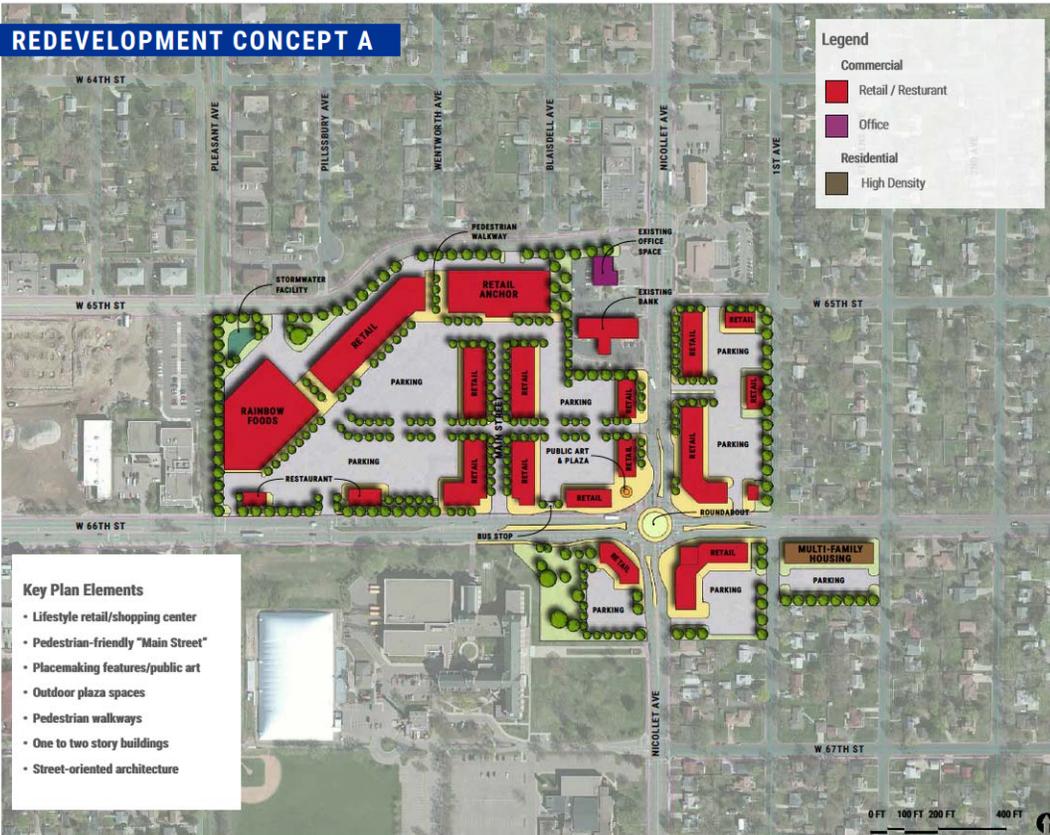
A. Below is a summary of the key findings:

- **Commercial:** The area will likely remain as a neighborhood oriented retail area in the future.
- **Big Box Retail:** It is unlikely the market will support future big box (e.g., Target, Walmart and Home Depot) retailers.
- **Housing:** The local housing market remains very strong and is changing to serve a higher income demographic. This area could attract additional multi-family homes.
- **Office:** The area could develop a relatively small amount of office space geared towards professional services.
- **The Hub:** The Hub property is privately owned. Future development of the site is unknown. However, the site could support a mixture of neighborhood retail, various residential homes, and limited amounts of office space.



# 66th Street and Nicollet Avenue Concepts

## REDEVELOPMENT CONCEPT A



Does this concept portray a development option that fits the character of Richfield?  
Place a dot below to answer the question.



**What do you think?**

Please share your thoughts here.

### Precedent Images



The concept represents an idea on what the area could look like in the future. This concept is based on the market analysis.



# 66th Street and Nicollet Avenue Concepts

## REDEVELOPMENT CONCEPT B



Does this concept portray a development option that fits the character of Richfield? Place a dot below to answer the question.



## What do you think?

Please share your thoughts here.

### Precedent Images



The concept represents an idea on what the area could look like in the future. This concept is based on the market analysis.



# Housing

## Q. How will the comprehensive plan address housing?

A. At a minimum, **the comprehensive plan has to address affordable housing.** Housing choices allow households to find housing affordable to them in the communities where they want to live. A full range of housing types can help increase resiliency as cities experience changing demographics and economic conditions

## Q. Does Richfield have a specific role in housing?

A. **The Richfield Housing and Redevelopment Authority (HRA) was created in 1975 to assure the long-term vitality of Richfield's residential and commercial property.** It uses federal, state, and local funds to create and administer programs that encourage investment in Richfield. The HRA consists of five board members who are nominated by the Mayor and approved by the City Council, serving staggered five-year terms. The City Manager serves as Executive Director, while Community Development Department staff manage the programs.



# Housing

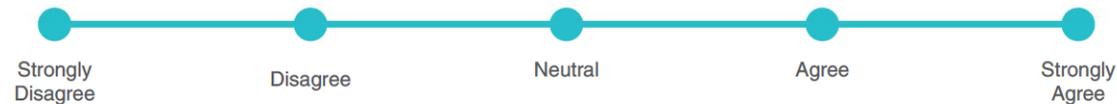
## Q. What are the housing goals for the comprehensive plan?

A. The comprehensive plans' draft housing goals include:

- Maintain and enhance Richfield's commitment to housing maintenance, rehabilitation and redevelopment, resulting in an attractive, desirable and prosperous community.
- Ensure sufficient diversity in the housing stock to provide for a range of household sizes, income levels and needs.

## Q. Do the draft housing goals capture your vision for Richfield?

Place a dot below to answer the question.

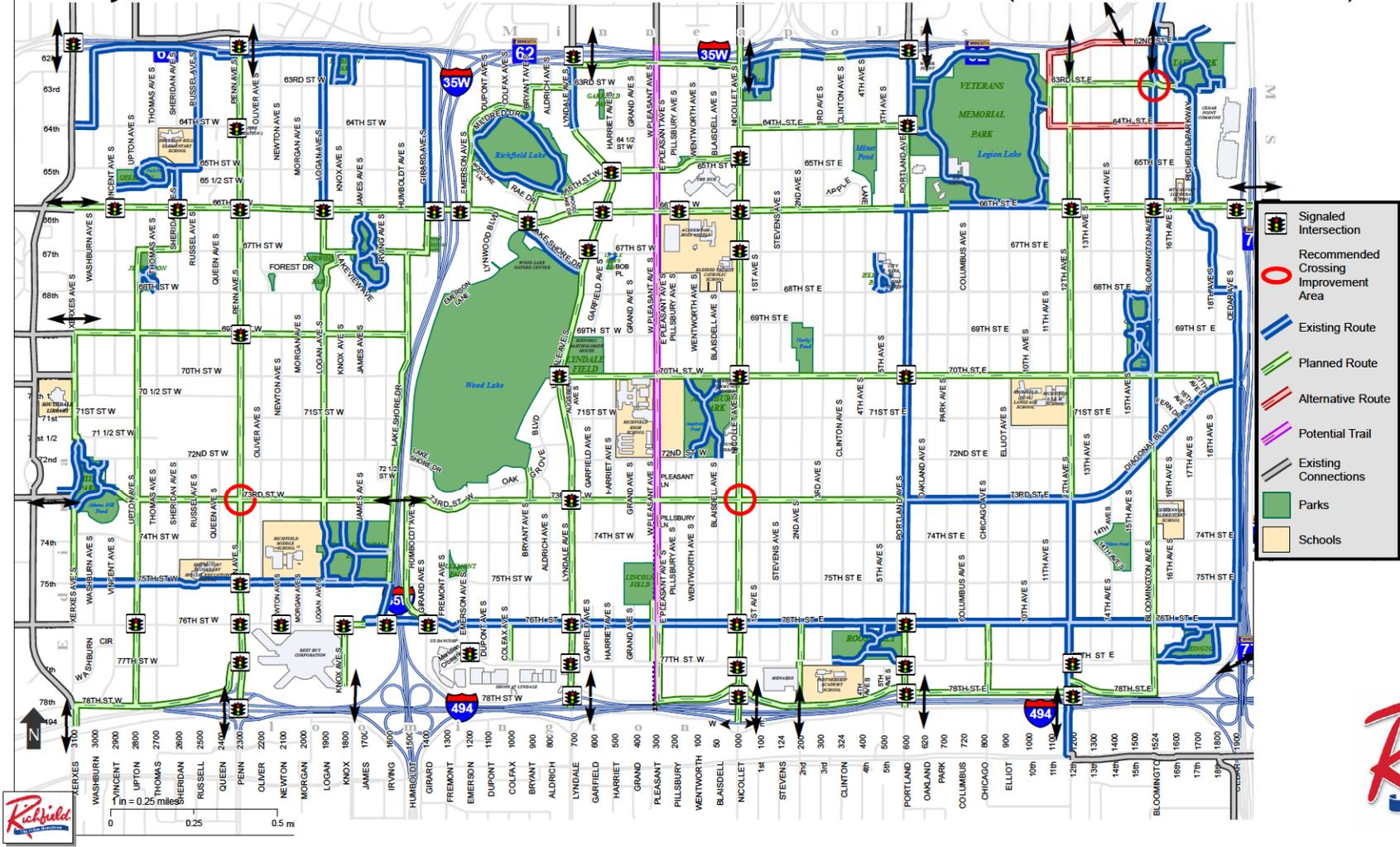


What do you think?  
Please share your thoughts.

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# Transportation

## City of Richfield: BICYCLE MASTER PLAN (2017 revision)



# Transportation

## Q. How will the comprehensive plan address transportation?

A. The comprehensive plan will **recognize the recently adopted Bicycle Master Plan and Complete Streets Policy**. The Complete Streets Policy incorporates the philosophy that the streets and roadway sections throughout Richfield should be:

- Designed and operated in a safe, accessible, maintainable, and financially reasonable way with an acceptable level of service.
- Determined with consideration of the community values identified on a project-by-project basis using a thorough public involvement process that invites all residents and impacted parties to participate as stakeholders.

## Q. Does Richfield have a specific role in transportation?

A. The Public Works Department uses the comprehensive plan to identify transportation projects to be considered in the **Richfield Capital Improvement Plan/Budget**. This plan is approved by the Council and puts timelines and resources behind the projects. When the time comes for the planning phase of a project, Staff uses multiple commission created policies and public involvement to create a design that best serves the community of Richfield.



# Transportation

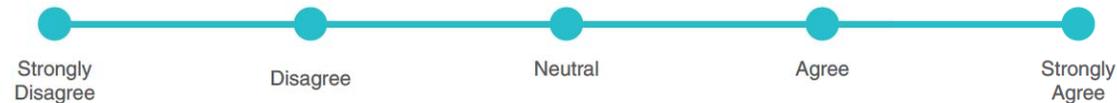
## Q. What are the transportation goals for the comprehensive plan?

A. The Comprehensive plan's draft transportation goals include:

- Improve pedestrian and bicycle travel in the City.
- Explore opportunities to enhance mass transit systems.
- Improve regional and local mobility and safe access to the City.
- Encourage development of areas where vehicle use is minimized.
- Encourage the use of alternative power sources for public vehicles.

## Q. Do the draft transportation goals capture your vision for Richfield?

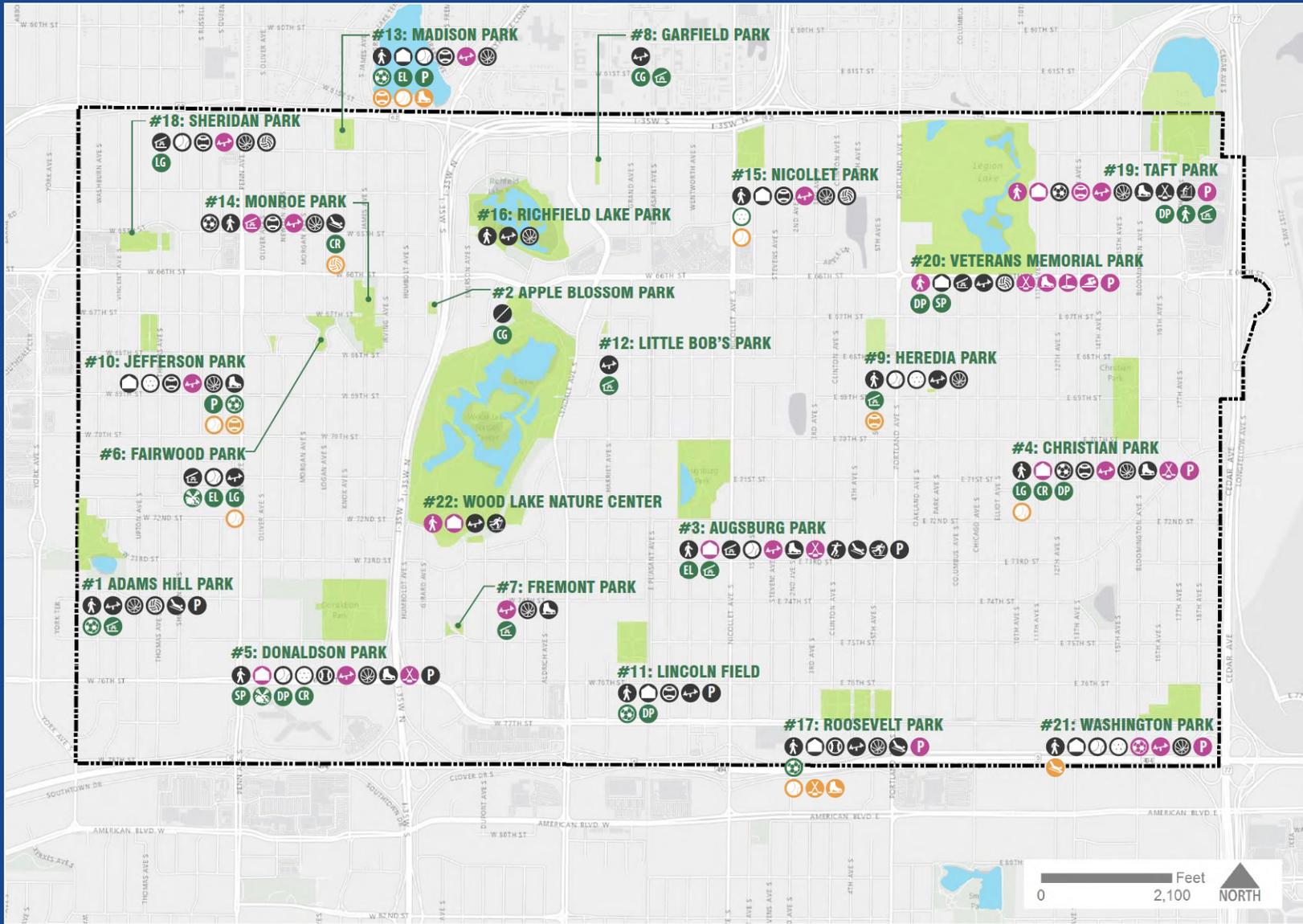
Place a dot below to answer the question.



What do you think?  
Please share your thoughts.

A large, empty yellow rectangular box intended for users to provide their thoughts or feedback.

# Draft Parks Master Plan (10+ Years)



## COLOR CODE

- EXISTING FACILITY TO REMAIN
- EXISTING FACILITY TO BE IMPROVED/REPLACED
- NEW FACILITY
- EXISTING FACILITY TO BE REMOVED

## ICON KEY

- BASEBALL FIELD
- BASKETBALL COURT
- COMMUNITY GARDEN/ORCHARD
- CRICKET
- CROSS COUNTRY SKI TRAILS
- DISK GOLF
- DOG PARK
- EXERCISE LOOP
- FISHING PIER
- SOCCER/FOOTBALL FIELD
- HOCKEY RINK
- LAWN GAME
- MINI GOLF
- MULTI-USE FIELD (SOCCER, LACROSSE, FOOTBALL)
- NO AMENITIES
- OUTDOOR POOL
- PARK BUILDING
- PARKING
- PICKLEBALL
- PICNIC SHELTER
- PLAY EQUIPMENT
- PLEASURE RINK
- SKATE FACILITY
- SLEDDING HILL
- SOFTBALL FIELD
- SPLASH PAD
- TENNIS COURT
- VOLLEYBALL COURT
- WALKING PATH



# Parks

## Q. How will the comprehensive plan address parks?

A. We have taken a more in-depth look at our parks. As part of this effort, Richfield is exploring improvements to each of the parks. This may include adding new facilities, removing existing facilities or maintaining what we have in our parks.

## Q. What are some of the proposed recommendations?

A. We are looking to create stronger destinations by investing in several parks, such as Veterans Memorial and Woodlake Nature Center. We are also looking to provide new facilities to accommodate a growing need in soccer fields and dog parks.



# Parks

Several locations have been identified to accommodate a dog park and soccer fields. Please select your preferred location:

Dog Park	
Christian Park	
Donaldson Park	
Lincoln Field	
Taft Park	
Veterans Memorial Park	
Garfield Park (Space for dog run only)	
Soccer Fields	
Adams Hill Park	
Donaldson Park	
Jefferson Park	
Lincoln Field	
Madison Park	
Roosevelt Park	

What do you think?  
Please share your thoughts.

A large, empty yellow rectangular area with a thin black border, intended for users to write their thoughts or feedback regarding the park options.

# Richfield 2040 Comprehensive Plan

## Vision Statement

Richfield, “the urban hometown,” is a community that embodies the warmth of a small, close-knit community while surrounded by the resources of a larger metropolitan area. Our urban hometown community is diverse and rooted in the personal relationships in our neighborhoods, schools, parks, and businesses—each integral to our long-term success. The goal of Richfield’s 2040 Comprehensive Plan is to both embrace and thoughtfully expand upon the unique foundation that makes us the urban hometown.

## Land Use Goals and Policies

**A. Goal:** Maintain and enhance the “urban hometown” character of Richfield.

### **Policies:**

- Establish a land use pattern and supporting infrastructure that preserves and enhances the ability of residents to make personal connections in their neighborhoods.
- Provide a full range of housing choices that contribute to vital and desirable neighborhoods that welcome diversity, while maintaining a comfortable small town atmosphere.
- Require site design and architectural characteristics that provide appropriate transitions between lower and higher intensity uses.
- Preserve historical, natural and cultural resources.
- Develop residential standards (scale, density, etc.) for redevelopment areas that creates neighborhood character.
- Support and encourage commercial land uses that are diverse and responsive to their context.
- Maintain and provide quality amenities and a safe living environment.
- Establish land use policies that create a healthy, vibrant community of opportunity where low income people, peoples of color, new immigrants, and people with disabilities participate in and benefit from decisions that impact them.

**B. Goal:** Develop identifiable nodes, corridors and gateways throughout Richfield.

### **Policies:**

- Facilitate an intense mixed pattern of regional and community-oriented land uses along regional corridor routes, such as I-494 and Cedar Avenue.
- Focus commercial and higher density residential development along major thoroughfares.
- Encourage a mix of uses that serve a market in and around the City in community commercial nodes.
- Encourage a mix of uses that serve surrounding local neighborhoods in neighborhood commercial nodes.

- Create meeting places in multiunit complexes to allow for interaction between its residents, and between its residents and surrounding neighbors.
- Improve gateways to create a visual means of welcoming people to the City.
- Integrate public art into public spaces when feasible.

**C. Goal:** Provide an economic climate within Richfield that will encourage the availability of quality goods, services and employment opportunities for residents.

**Policies:**

- Accommodate business growth.
- Encourage and support the development of strong commercial districts that respect the values and standards of the residents.
- Encourage the development of viable and responsive neighborhood commercial services.
- Promote development that broadens the tax base.
- Create commercial districts that sustain specific types of development and stabilize the economic base.

**D. Goal:** Encourage development of areas where vehicle use is minimized.

**Policies:**

- Encourage shared parking between different developments when appropriate.
- Strongly encourage pedestrian-friendly and transit-friendly building and site design through measures such as higher density development and growth, which is located along major transportation routes.
- Require pedestrian connections between complementary land uses.
- Advocate the location of commercial activity at focused points in the City (“downtown” areas).
- Require new developments of a certain size to prepare Travel Demand Management Plans.

## Housing Goals and Policies

**E. Goal:** Maintain and enhance Richfield’s commitment to housing maintenance, rehabilitation and redevelopment, resulting in an attractive, desirable and prosperous community.

**Policies:**

- Support the rehabilitation and upgrading of the existing housing stock.
- Support ongoing maintenance and upkeep of residential properties.
- Develop policies for naturally occurring affordable multi-family housing that encourage the maintenance and upgrading of aging apartment buildings, while maintaining affordability and preventing displacement of residents.
- Limit redevelopment of single-family neighborhoods into other uses except where such neighborhoods are directly adjacent to commercial areas or areas adversely affected by major roadways, the airport, or other major developments.
- Ensure that redevelopment and infill projects maintain the integrity of existing neighborhoods.

- Encourage the use of quality, durable building and landscaping materials to maintain a high-quality standard in residential development.
- Implement housing codes and support programs which lead to a housing stock that reflects the City's commitment to sustainability and healthy living.
- Support initiatives which help connect residents with their neighborhood and foster a sense of community, such as block groups, neighborhood clean-up days, and cultural activities.

**F. Goal:** Provide a full range of housing choices that meet residents' needs at every stage of their lives, and ensure a healthy balance of housing types that meet the needs of a diverse population.

**Policies:**

- Acknowledge and support the City's allocation of the region's need for affordable housing.
- Promote the development of a balanced housing stock that is available to a range of income levels.
- Encourage improvements to the housing stock to better serve families with children and seniors.
- Encourage the creation of "move-up" housing through new construction and home remodeling.
- Maintain an appropriate mix of housing types in each neighborhood based on available amenities, transportation resources and adjacent land uses.
- Promote additional housing diversity to serve families at all stages of their life-cycle through assistance, incentive programs, and the exploration of possible partnerships.
- Give priority to projects that meet the following criteria when considering proposals for market-rate, multi-family housing:
  - Located in transitional areas between single-family neighborhoods and commercial areas.
  - Offers a complementary size and style to the community.
  - Includes a mix of unit sizes and amenities.
  - Includes amenities to build community and encourage active lifestyles.
  - Offers a mix of residential and complementary commercial uses, embody and preserve the feel of the "Urban Hometown" in their design.
  - Offers flexibility in their design to accommodate market changes.
- Give priority to projects that meeting the following criteria when considering proposals for housing that include an affordable component:
  - Located in proximity to public transportation, job centers, schools and other amenities.
  - Dispersed evenly throughout the City.
  - Provides two and three-bedroom units (or larger).
  - Contains a mix of market-rate and affordable units, with a higher proportion of market-rate units.
  - Maintains affordability through the rehabilitation of existing, aging multi-family housing.
  - Includes attributes such as single-level living, low-rise developments, townhome style housing, shared community spaces, accessibility, and energy-efficient building systems.

- Give priority to projects that meet the following criteria when considering proposals for senior housing:
  - Includes lower-density senior housing.
  - Offers a continuum of care.
  - Offers geographic balance throughout the City.
  - Easily converts to serve other populations.
  - Identified as feasible based on a market survey.
  - Incorporates feedback from residents located near the proposed development.
  - Results in updates and upgrades to existing senior developments.
- Regularly review land use and zoning ordinances to ensure maximum opportunities for strengthening housing choices.
- Promote the development, management, and maintenance of affordable housing in the City through assistance programs, alternative funding sources, and the creation of partnerships whose mission is to promote low to moderate income housing.

## Transportation Goals and Policies

**G. Goal:** Improve pedestrian and bicycle travel in the City.

**Policies:**

- Embrace the City's Complete Streets Policy.
- Implement projects to improve connections as identified in the pedestrian and bicycle master plans, along with the Safe Routes to School Plan.
- Construct roadways to reduce vehicle speeding.
- Construct new sidewalks set back farther from the street for increased safety and accommodate winter maintenance operations.
- Utilize the existing ROW to accommodate pedestrians and bicyclists.
- Create safe road crossings in high traffic areas.
- Bury parallel utility lines to provide safer corridors and accommodate space for pedestrians and bicyclists.

**H. Goal:** Explore opportunities to enhance mass transit systems.

**Policies:**

- Construct additional bus shelters attractive to users and safely located around intersections.
- Continue to work with Metro Transit to construct enhanced bus services.
- Work with existing groups and organizations to adequately meet the specialized transportation needs of seniors, youth, handicapped, and underprivileged citizens in the City.
- Promote mass transit options, such as bus rapid transit, to reduce dependence on automobiles and provide a diverse, balanced set of public transportation alternatives.
- Promote telecommuting and flex scheduling to reduce traffic.
- Identify or develop additional park-and-ride lots throughout the City to encourage transit ridership.

**I. Goal:** Improve regional and local mobility and safe access to the City.

**Policies:**

- Continue to work with MnDOT and the State Legislature to improve the operations of I-35W, I-494 and TH 62.
- Construct the extension of International Boulevard under TH 77.
- Consider roundabouts at major intersections.
- Preserve pavement condition on local streets.

## Sustainability and Resiliency Goals and Policies

**J. Goal:** Encourage the use of alternative energy sources and sustainable building practices.

**Policies:**

- Establish long-range energy/greenhouse gas emission reduction goals and commit to conducting an energy Action Plan or Climate Action Plan.
- Continue participating in the GreenStep Cities Programs to develop sustainable best practices.
- Become an innovator in the use of alternative fuels, wind power, and other sustainably energy sources.
- Install solar panels or similar energy sources on public buildings and encourage owners of businesses and private property owners to do the same.
- Encourage sustainable building practices.

**K. Goal:** Encourage protection of the environment in the day-to-day conduct of City business.

**Policies:**

- Reduce pollutants through public transit, car-pooling, traffic control, use of berms and trees, and stronger enforcement of pollution policies.
- Create more ways to monitor pollution and put plans in place to resolve problems.
- Use state-of-the-art methods to protect the environment in public projects and encourage the same in private development.
- Encourage innovative solutions to land use and transportation problems.
- Incorporate landscaping and aesthetics in all transportation improvements.

**L. Goal:** Encourage the use of alternative power sources for public vehicles.

**Policies:**

- Make fuel efficiency and alternative fuels a high priority when purchasing vehicles for use by the City.

## Park System Goals and Policies

**M. Goal:** Maintain and enhance Richfield's park system for today and tomorrow's residents.

**Policies:**

- Make facility improvements and lifecycle replacement based on demonstrated need. The City will evaluate recreation facility use prior to improvements or and at the end of a facility's lifecycle, and will determine at that time whether participation or use warrants replacement, conversion to an alternate uses, or removal.
- Preserve crucial public places like parks, recreation areas, open spaces, wetlands, and Wood Lake Nature Center.
- Provide all residents with access to parkland and trails within a walkable distance.
- Include criterion for all new park and facility improvements that improves sustainability of materials, energy use, operating cost and lifecycle replacement, and natural environmental impact.
- Incorporate best practices for stormwater retention in new park development and in the renovation of existing parks.
- Acquire park land from a willing seller basis. Where possible, the City will work to obtain a first right of refusal to purchase lands identified in this document.
- Prohibit tobacco use at all recreational facilities.
- Encourage parks to be naturalized with prairie grasses and pollinator-friendly plants, where suitable, to minimize maintenance costs and to beautify parks.

**N. Goal:** Provide recreational opportunities for all members of the community.

**Policies:**

- Provide all residents with access and the opportunity to be involved in recreation programs, regardless of age, culture and mobility level throughout the City.
- Provide adequate seating, shade, trail lighting and a trail loops of varying lengths in parks to encourage active living for an aging population.
- Provide public safety improvements as needed to ensure park and trail user's well-being. The City will utilize Crime Prevention through Environmental Design (CPTED) strategies.
- Provide parks and recreation facilities that are handicap accessible consistent with the Americans with Disabilities Act Accessibility Guidelines for Building and Facilities and universal design principles.

Note: The Waste Water, Surface Water Management, and Sanitary Sewer Goals and Policies are still being evaluated and revised.

## Waste Water Goals and Policies

- O. Goal:** Provide residents and businesses with affordable potable water that is safe and of high quality.
- P. Goal:** Provide a low-maintenance, efficient water system that supplies the long-term needs of residents and businesses.
- Q. Goal** Provide adequate water supply and pressure for residents and businesses.
- R. Goal:** Work with surrounding communities to provide an assured source of water in case of emergencies.
- S. Goal:** Provide adequate water services for areas designated for redevelopment.
- T. Goal:** Promote water conservation and sustainability by reducing water demand, reducing the waste of water, improving the efficiency of the existing system, and educating the public on water conservation.
- U. Goal:** Protect the groundwater supply from contamination.

### **Policies:**

- Design and construct improvements to the water system that meet demands of redevelopment and for sufficient fire protection for the entire community.
- Provide a minimal hydrostatic pressure of 50 psi.
- Selectively increase the size of pipes in the distribution system for areas within the City where low water pressures exist.
- Conduct a water rate study to adopt a conservation rate structure that promotes water conservation.
- Support an appropriate level of state funding for interconnections and other physical water system improvements to ensure water supply reliability, natural resource protection, and/or safety and security, including economic security, of the region and state.
- Investigate interconnection options with neighboring cities.

## Surface Water Management Goals and Policies

- V. Goal:** Protect surface water quality by reducing the use of pesticides and chemical turf treatments that contribute to water pollution.
- W. Goal:** Provide a public education program to alert the public on the importance of protecting storm ponds from harmful pollutants and ensure the proper disposal of solid and liquid wastes.

**X. Goal:** Perform a regular maintenance program of existing storm drainage facilities, including sump, catch basin and retention basin cleaning, to protect private property from flood damage and maintain high water quality.

**Y. Goal:** Explore innovative ways to improve the quality of surface water and evaluate the effectiveness of existing treatment methods at reasonable cost.

**Policies:**

- Design conveyance structures to accommodate a ten-year storm event and storage facilities to accommodate a one hundred year event.
- Demonstrate chemical treatment of surface waters as an innovative way to improve their quality and minimize their harm to the environment.
- Research a variety of treatment methods to assess their effectiveness to improve water quality at a reasonable cost
- Continue regular maintenance of storm ponds and drainage facilities to reduce damage to property and protect water quality.
- Educate residents in responsible water quality management and ensure proper disposal of solid and liquid wastes.
- Eliminate illegal connections to the storm water system.

## Sanitary Sewer Goals and Policies

**Z. Goal:** Provide high quality sanitary sewer service to the residents and businesses of Richfield in the most economical manner possible.

**AA. Goal:** Provide sanitary sewer service that meets the requirements of the 2030 population and employment forecasts of the City.

**BB. Goal:** Take all necessary measures to maintain the Metropolitan Council Environmental Services Design Peak Hour to Average Daily Flow (P/A) Ratio of 2.5 to avoid paying an MCES surcharge.

**Policies:**

- Take all measures necessary to protect the capacity of the interceptor sewers that service the residents and businesses of Richfield in the most economical manner possible.
- Work with MCES staff to monitor the metered flows from the Richfield system.
- Continually monitor the sanitary sewer system to identify points of Inflow/Infiltration.
- Continue to eliminate points of Inflow/Infiltration to the sanitary sewer system on public property, and require the elimination of Inflow/Infiltration on private property.
- Design trunk sewer expansions in relation to the proposed land use intensities outlined in the Land Use Element of the Comprehensive Plan.
- Make provisions to ensure sufficient sewer system capacity will serve the intensity of new development and redevelopment before final development approvals are granted by the City.

- Periodically review and evaluate the sewer collection system, MCES treatment plant capacity, and the accuracy of metered flow data provided by MCES in relation to the confirmed community growth and development.
- Determine who is responsible for the payment of reconstruction of sewer facilities will be made if insufficient capacity is available to serve the intensity of new development or redevelopment.
- Place funding priorities on maintaining the existing municipal sanitary sewer system.
- Consider replacing old sanitary sewer pipe at the time of road reconstruction or redevelopment.
- Prepare a financial analysis prior to the reconstruction of any portion of the sanitary sewer system.
- Fund future sewer facility improvements identified in the Capital Improvements Plan.
- Maintain operating efficiency, minimize sewage blockage, and reduce the potential for ill.
- Continue to improve the City's maintenance and inspection program.

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

October 19, 2017

Council Memorandum No. 99

HRA Memorandum No. 30

The Honorable Mayor  
and  
Members of the City Council

Housing and Redevelopment  
Authority Commissioners  
City of Richfield

Subject: Update on NOAH Preservation Strategies

Council Members and Commissioners:

On July 25, 2017, the City Council and Housing and Redevelopment Authority held a work session to review tools and strategies for preserving the city's naturally-occurring affordable housing (NOAH). Staff was asked to conduct additional research on the strategies and prepare a work plan for policymakers to review at a future date.

Staff will present the attached draft work plan at the work session on October 24. As part of the work plan, staff is seeking clarification on policymaker goals regarding affordable housing. Staff asks that you rank these goals so as to better prioritize the items identified in the work plan.

The work session on October 24 begins at 5:30 p.m. This item is second on the agenda and is estimated to begin around 6:00 p.m.

Respectfully submitted,



Steven L. Devich  
City Manager

SLD:ju

Email: Assistant City Manager  
Department Directors  
Planning Commission

# Naturally Occurring Affordable Housing (NOAH) Preservation Work Plan

## POTENTIAL GOALS

Number in the order of importance (1 being most important):

- \_\_\_ Provide *quality* rental housing (appearance and management)
- \_\_\_ Prevent displacement of existing tenants
- \_\_\_ Prevent loss of affordable rental housing
- \_\_\_ Maintain/expand access to affordable rental housing by Section 8 tenants
- \_\_\_ Promote mix of incomes in new units\*
- \_\_\_ Promote mix of incomes in rehabbed buildings
- \_\_\_ Maintain affordability in rehabbed buildings\*
- \_\_\_ Reduce number of cost-burdened renters
- \_\_\_ Promote supportive rental housing
- \_\_\_ Minimize negative impacts on existing Richfield renters
- \_\_\_ Replace lost affordable housing
- \_\_\_ Achieve Met Council Livable Communities Act Affordable Housing Goals by 2030 (66 new units at < 30% AMI; 29 new units 31-50% AMI; 26 new units 51-80% AMI)
- \_\_\_ Increase supply of two- and three-bedroom units\*/\*\*
- \_\_\_ Provide subsidized family housing\*\*
- \_\_\_ Provide affordable/subsidized senior housing\*\*
- \_\_\_ Other \_\_\_\_\_

\*Identified in 2015 HRA Affordable Housing Policy Statement

\*\*Identified in 2012 Rental Housing Inventory and Needs Assessment

**Items for Immediate Action:**

## **Naturally Occurring Affordable Housing (NOAH) Preservation Work Plan**

1. Define Goals
2. Develop a NOAH Preservation policy
3. Incorporate policies into Comp Plan (OR include language that a policy will be developed)
4. Apply NOAH Preservation strategies to any project receiving HRA/City assistance that includes affordable units
5. Meet with landlords to solicit feedback
6. Identify NOAH housing and those buildings at risk
7. Increase funding for Kids @ Home Program through the EDA budget
8. Create Pilot Rehab Financing Program

### **Items for Potential Action in 2018 (Prioritize based on Goals):**

1. Advanced Notice period for the sale of rental housing/Help preservation buyers buy at-risk buildings
  - Monitor St. Louis Park Ordinance
  - Seek landlord feedback
  - Work with/Encourage ULI/Family Housing Fund to develop system to disseminate information to preservation buyers – and offer a mechanism for sellers to find buyers
2. Prohibit Section 8 Discrimination
  - Seek landlord feedback
    - Educate about the program
    - Consider incentives to encourage participation
  - Assess the problem (i.e., is it discrimination or unaffordability or low vacancy rate?)
  - Monitor Minneapolis court case
3. 60-day Notice to Tenants Requirement
  - Assess the problem
  - Seek landlord input
  - Assess legal issues with a local ordinance
  - State law change
  - Consider applying to City/HRA-funded projects
4. Just Cause Eviction
  - Seek landlord input
  - Rebranding – Just Cause Non-Renewal
5. Building Permit Fee Reduction
6. Inclusionary housing ordinance

### **No Action at This Time**

1. Right of First Refusal
2. Increasing local government leverage through zoning



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
OCTOBER 24, 2017  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Open forum (15 minutes maximum)

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

Pledge of Allegiance

Approval of the minutes of the: (1) Special joint City Council and Planning Commission work session of October 10, 2017; (2) Special City Council work session of October 10, 2017; and (3) Regular City Council meeting of October 10, 2017.

**PRESENTATIONS**

1. Annual meeting with the Planning Commission.
2. Conferring of Richfield Police Department awards.

**COUNCIL DISCUSSION**

3. Hats Off to Hometown Hits

**AGENDA APPROVAL**

4. Approval of the Agenda
5. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consideration of the approval of resolutions for a Petition and Waiver Agreement and for the assessment of costs for the abatement of a hazardous property.  
Staff Report No. 171
  - B. Consideration of the approval of a resolution amending the 2017-2018 labor agreement with the International Union of Operating Engineers Local 49.  
Staff Report No. 172

- C. Consideration of the award of contract to Shank Constructors, Inc. for the replacement of lime slakers in the water plant in the amount of \$383,800 and authorizing the City Manager to approve any contract changes under \$100,000 without further City Council authorization.  
Staff Report No. 173
- D. Consideration of the approval of the purchase of a backhoe loader from Ziegler Inc. for \$135,745 (less \$31,375 trade-in allowance, totaling \$104,370) for use by the Public Works Department.  
Staff Report No. 174
- E. Consideration of the approval of a new Therapeutic Massage Enterprise license for Professional Integrative Bodywork, LLC, located at 2934 66th Street West, Suite 25.  
Staff Report No. 175
- F. Consideration of the approval of the renewal of the contract with Adesa Minneapolis for 2017-2018 for auctioning forfeited vehicles from Public Safety/Police.  
Staff Report No. 176
- G. Consideration of the approval of a facility dedication request to dedicate the sledding hill in Monroe Park to the memory of Nicole Stavros.  
Staff Report No. 177
- H. Consideration of the approval to transfer projects to the Richfield Economic Development Authority.  
Staff Report No. 178

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

**PUBLIC HEARINGS**

- 7. Public Hearing regarding the special assessment roll for unpaid false alarm user fees against private property.  
Staff Report No. 179
- 8. Public hearing regarding the special assessment roll for weed elimination from private property and removal or elimination of public health or safety hazards from private property.  
Staff Report No. 180
- 9. Cancel a public hearing to consider a resolution granting approval of the final plat of the Cedar Point Commons Second Addition.  
Staff Report No. 181

**PROPOSED ORDINANCES**

- 10. Consideration of the approval of an ordinance amending residential driveway regulations and consideration of a resolution authorizing summary publication of said ordinance.  
Staff Report No. 182

**RESOLUTIONS**

- 11. Consideration of the approval of a resolution authorizing the City of Richfield to enter into a Local Road Improvement Program Grant Agreement with the Minnesota Department of Transportation for \$4,310,000 to be used in right-of-way acquisition for the 77th Street Extension and Crossing of Trunk Highway 77.  
Staff Report No. 183
- 12. Consideration of the approval of resolutions to either approve or deny a conditional use permit and variances for a restaurant with a drive-thru at 6529 Penn Avenue, 6545 Penn Avenue and 2210 66th Street West.  
Staff Report No. 184

**OTHER BUSINESS**

- 13. Consideration of youth appointments to City advisory board/commissions.  
Staff Report No. 185
- 14. Consideration of the City Council's approval of the Mayor's appointment of a Housing and Redevelopment Authority (HRA) Commissioner.  
Staff Report No. 186

## CITY MANAGER'S REPORT

15. City Manager's Report

## CLAIMS AND PAYROLLS

16. Claims and Payrolls

Open forum (15 minutes maximum)

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

17. Adjournment

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



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special Joint City Council and Planning Commission Work Session

October 10, 2017

<b>CALL TO ORDER</b>
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The work session was called to order by Mayor Elliott at 6:00 p.m. in the Bartholomew Room.

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

*PC Members Present:* Sean Hayford Oleary and Allysen Hoberg.

*PC Members Absent:* Erin Vrieze Daniels, Chair; Dan Kitzberger; Bryan Pynn; Susan Rosenberg; and Gordon Vizecky.

*Staff Present:* Steve Devich, City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; Kristin Asher, Public Works Director; and Jared Voto, Executive Aide/Analyst.

<b>Item #1</b>	<b>494 CORRIDOR PLAN</b>
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City Manager Devich briefly introduced the topic.

Assistant Community Development Director Poehlman presented on the I-494 Corridor Land Use Plan, including giving background on the relationship between the Comprehensive Plan and Zoning Code. She discussed the history of the I-494 Plan, developed in 2005, with a vision for the plan of mixed use in the area. Lastly, she provided four options the Council could consider related to the current application: (1) deny based on current plan language (default); (2) interpret current plan differently and find no conflict; (3) amend comprehensive plan to remove language that conflicts; or (4) deny based on a desire to study further (moratorium).

Community Development Director Stark provided another alternative that the applicant chose to withdraw or put their plan on hold to give time to the city to study the area.

City Attorney Tietjen discussed the option of a moratorium, not to exceed 12 months, if there was a desire to study the area further.

City Manager Devich discussed the current uses in the area and potential likelihood of uses to change, or not change, in the future.

Council Member Garcia discussed the mentality of past city councils toward development and keeping Richfield a bedroom community. She sees potential for this corridor with its vision and the potential for a large hotel with a ballroom. She stated diversification brings in more economic opportunity.

Council Member Regan Gonzalez shared her thoughts on the vision of the plan and agrees the area is poised for opportunities. She asked staff what were the city's options if the application was denied.

Community Development Director Stark discussed studying the area when the 77th Street Underpass project was secured. Public Works Director Asher responded with the status of the 77th Street Underpass and finalizing an agreement with MnDOT. Community Development Director Stark mentioned to know what to expect in terms of traffic generation after the underpass is open is important for retailers and other businesses; they base decisions on traffic counts.

Council Members and Commissioners discussed the vision of the corridor, the Comprehensive Plan, and the current reality of the area and what has developed in the area in the ten-plus years since the corridor plan was created.

Council Member Trautmann commented on the ability to build larger in this area without disrupting residential neighbors, and that there are not many places in Richfield like this area.

City staff discussed if they were to study this area to bring additional information to the Council and Commission it would likely be two components: a transportation study to understand the area after the 77th Street Underpass and discussions with retail and hotel consultants about what they look for an if these sites are, or are not, ideal locations.

Council Member Garcia invited Dan Haugen from the Adler Graduate School to speak. Mr. Haugen read a letter to the Council about the merits of the proposed sale of their building.

Community Development Director Stark concluded by asking if the general consensus was opposed to a moratorium. The Council generally agreed they were opposed to a moratorium.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:55 p.m.

Date Approved: October 24, 2017

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



**CITY COUNCIL MEETING MINUTES**  
Richfield, Minnesota  
**Special City Council Work Session**

**October 10, 2017**

**CALL TO ORDER**

The work session was called to order by Mayor Elliott at 6:55 p.m. in the Bartholomew Room.

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

*Staff Present:* Steven L. Devich, City Manager; Kristen Asher, Public Works Director; Jack Broz, Transportation Engineer; and, Jared Voto, Executive Aide/Analyst.

<b>Item #1</b>	<b>UPDATE TO THE BLUE CROSS BLUE SHIELD DEMONSTRATION PROJECT AND DISCUSSION OF THE CROSSWALK POLICY.</b>
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City Manager Devich requested the meeting be rescheduled to a later date, due to lack of time before the regular City Council meeting.

**ADJOURNMENT**

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

Date Approved: October 24, 2017

\_\_\_\_\_  
Jared Voto  
Executive Aide/Analyst

\_\_\_\_\_  
Pat Elliott  
Mayor

\_\_\_\_\_  
Steven L. Devich  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Meeting

October 10, 2017

### CALL TO ORDER

The meeting was called to order by Mayor Elliott at 7:06 p.m. in the Council Chambers.

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

*Staff Present:* Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Kristin Asher, Public Works Director; and Jared Voto, Executive Aide/Analyst.

### OPEN FORUM

None

### PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

### APPROVAL OF MINUTES

M/Regan Gonzalez, S/Garcia to approve the minutes of the: 1) Special joint City Council and Planning Commission work session of September 20, 2017; (2) Special City Council work session of September 26, 2017; and (3) Regular City Council meeting of September 26, 2017.

Motion carried 5-0.

Item #1

**PROCLAMATION OF THE RICHFIELD HISTORICAL SOCIETY**

Mayor Elliott read the proclamation declaring October Richfield Historical Society Month in the city of Richfield.

Item #2

**COUNCIL DISCUSSION**

- Hats Off to Hometown Hits

Council Member Trautmann spoke regarding the passing of Michele Le, owner of Penn Nails and Spa, and the Richfield Foundation wine tasting event.

Council Member Garcia spoke regarding Commissioner Goettel’s open house on October 19; the Richfield Community Center’s “Dear Santa” box; the Honoring All Veterans Memorial; the Richfield *Sun Current*’s community magazine and Mayor Elliott’s welcome message; and, the Richfield School Board election and referendums.

Council Member Howard spoke regarding the great pumpkin giveaway on October 14.

Council Member Regan Gonzalez spoke regarding the Richfield School Board election, the referendums, and shared voting information and hours.

Mayor Elliott stated he voted for the School Board election and referendums; spoke regarding an interaction between the Richfield Police Department and a resident that has been resolved; and shared an experience he had on an Honor Flight to Washington D.C. with his father-in-law.

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

Motion carried 5-0.

<b>Item #4</b>	<b>CONSENT CALENDAR</b>
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City Manager Devich presented the Consent Calendar.

- A. Consideration of the approval of a resolution authorizing submission to the Local Road Improvement Program for the Lyndale Avenue Reconstruction project. (S.R. No. 160)

RESOLUTION NO. 11416  
 RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO APPLY  
 FOR THE LOCAL ROAD IMPROVEMENT PROGRAM AND ACCEPT  
 FUNDS IF CHOSEN

This resolution appears as Resolution No. 11416.

- B. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Church of St. Richard, located at 7540 Penn Avenue South, for their 2017 Fall Festival taking place November 11-12, 2017. (S.R. No. 161)
- C. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for St. Nicholas Episcopal Church, located at 7227 Penn Avenue South, for their Ahoy Mateys event taking place November 4, 2017. (S.R. No. 162)
- D. Consideration of the approval of a Cooperative Agreement regarding public safety related to the 2018 National Football League Super Bowl security. (S.R. No. 163)
- E. Consideration of the approval of the renewal of the contract with Chief’s Towing, Inc., for Public Safety towing services for December 1, 2017 through November 30, 2018. (S.R. No. 164)
- F. Consideration of the approval of a resolution calling for a public hearing by the City Council on the proposed adoption of a modification to the redevelopment plan for the Richfield

redevelopment project area, the modification to the Tax Increment Financing Plan for the Cedar Avenue Tax Increment Financing District, and the proposed establishment of Tax Increment Finance District No. 2017-1 Housing. (S.R. No. 165)

RESOLUTION NO. 11417  
RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE PROPOSED ADOPTION OF A MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE RICHFIELD REDEVELOPMENT PROJECT AREA, THE MODIFICATION TO THE TAX INCREMENT FINANCING PLAN FOR THE CEDAR AVENUE TAX INCREMENT FINANCING DISTRICT, AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT 2017-1 (THE CHAMBERLAIN) AND THE ADOPTION OF THE TAX INCREMENT FINANCING PLAN THEREFOR.

This resolution appears as Resolution No. 11417.

- G. Consideration of the approval of a first reading of an ordinance amending residential driveway regulations. (S.R. No. 166)

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

Motion carried 5-0.

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

Item #6	<b>PUBLIC HEARING REGARDING THE ANNUAL LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE DISTRICT ASSESSMENT. (S.R. NO. 167)</b>
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Council Member Garcia presented Staff Report No. 167 and opened the public hearing.

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

Motion carried 5-0.

M/Garcia, S/Elliott to approve a resolution adopting the assessment on the Lyndale/HUB/Nicollet (LHN) district for costs incurred to maintain the area for 2016 and approve a resolution ordering the undertaking of the current service project within the Lyndale/HUB/Nicollet (LHN) district for 2018.

RESOLUTION NO. 11418  
RESOLUTION ADOPTING ASSESSMENT FOR THE LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE FOR THE PERIOD JANUARY 1, 2016 TO DECEMBER 31, 2016

RESOLUTION NO. 11419

RESOLUTION ORDERING UNDERTAKING OF CURRENT SERVICE PROJECT LYNDALDE/HUB/NICOLLET (LHN) MAINTENANCE FOR THE PERIOD JANUARY 1, 2018 TO DECEMBER 31, 2018

Motion carried 5-0. These resolutions appears as Resolution No. 11418 and 11419.

<b>Item #7</b>	<b>PUBLIC HEARING REGARDING THE ANNUAL 77TH STREET/ILN PROJECT AREA ASSESSMENT. (S.R. NO. 168)</b>
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Council Member Howard presented Staff Report No. 168 and opened the public hearing.

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

Motion carried 5-0.

M/Howard, S/Regan Gonzalez to approve a resolution adopting the assessment on the 77th Street/ILN Project Area for costs incurred to maintain the area for 2016 and approve a resolution ordering the undertaking of the current service project within the 77th Street/ILN Project Area for 2018.

RESOLUTION NO. 11420  
RESOLUTION ADOPTING ASSESSMENT ON 77TH STREET/INTERSTATE-LYNDALDE-NICOLLET (ILN) PROJECT AREA MAINTENANCE FOR THE PERIOD JANUARY 1, 2016 TO DECEMBER 31, 2016

RESOLUTION NO. 11421  
RESOLUTION ORDERING THE UNDERTAKING OF CURRENT SERVICE PROJECT WITHIN THE 77TH STREET/INTERSTATE-LYNDALDE-NICOLLET (ILN) PROJECT AREA FOR THE PERIOD JANUARY 1, 2018 TO DECEMBER 31, 2018

Motion carried 5-0. These resolutions appear as Resolution No. 11420 and 11421.

<b>Item #8</b>	<b>PUBLIC HEARING REGARDING THE ASSESSMENT FOR REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED IN 2016. (S.R. NO. 169)</b>
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Council Member Trautmann presented Staff Report No. 169 and opened the public hearing.

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

Motion carried 5-0.

M/Trautmann, S/Elliott to approve a resolution adopting the assessment for removal of diseased trees from private property for work ordered from January 1, 2016, through December 31, 2016.

RESOLUTION ADOPTING ASSESSMENT FOR THE REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED DURING JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

Motion carried 5-0. This resolution appears as Resolution No. 11422.

<b>Item #9</b>	<b>PUBLIC HEARING REGARDING 2017 ALLEY PAVING ASSESSMENTS. (S.R. NO. 170)</b>
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Council Member Regan Gonzalez presented Staff Report No. 170 and opened the public hearing.

Katherin Iber, 6736 Blaisdell, asked about the cost per square foot.

Public Works Director Asher responded the amount is \$40.87.

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

Motion carried 5-0.

Mayor Elliott read a letter from the homeowner of 7345 5th Ave S objecting to the assessment.

Public Works Director Asher discussed the policy in place related to assessing adjoining properties.

Council Member Howard discussed the assessment process and indicated he was open to looking at the policy in the future for potentially reducing the assessment amount to properties that do not use an adjoining alley.

City Manager Devich commented on the assessment policy and its use over time.

M/Regan Gonzalez, S/Garcia to approve a resolution adopting the 2017 alley paving assessments.

RESOLUTION NO. 11423  
RESOLUTION ADOPTING ASSESSMENT FOR THE  
2017 ALLEY PAVING PROJECT

Motion carried 5-0. This resolution appears as Resolution No. 11423.

<b>Item #10</b>	<b>CITY MANAGER'S REPORT</b>
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None.

<b>Item #11</b>	<b>CLAIMS AND PAYROLLS</b>
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

<b>U.S. Bank</b>		<b>10/10/17</b>
A/P Checks: 262580 - 262903	\$	858,004.00
Payroll: 131170 – 131489 ; 42782		<u>600,367.60</u>
TOTAL	\$	1,458,371.60

Motion carried 5-0.

<b>OPEN FORUM</b>
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None.

<b>Item #12</b>	<b>ADJOURNMENT</b>
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The City Council Meeting was adjourned by unanimous consent at 7:45 p.m.

Date Approved: October 24, 2017

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



**STAFF REPORT NO. 171**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
9/19/2017

OTHER DEPARTMENT REVIEW: None

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
9/19/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of resolutions for a Petition and Waiver Agreement and for the assessment of costs for the abatement of a hazardous property.**

**EXECUTIVE SUMMARY:**

Minnesota State Statutes provide that the City may levy special assessments for the elimination of public health or safety hazards from private properties.

The special assessments are based on costs incurred by the City in connection with the abatement of hazardous properties in the City that are not properly maintained.

One such property, 7144 4th Avenue South, was determined to contain a hazardous building. The City issued a hazardous building order on December 5, 2016, requiring the property owner to abate the conditions on the property. The owner did not abate the hazardous condition and, subsequently, the City obtained a default judgement from the court to enforce the abatement order on February 6, 2017.

The City hired a contractor to abate the hazardous conditions on the property at a cost of \$8,846.17. In addition, the City obtained a judgement from the court to assess attorney fees and costs of \$8,777.50 against the property which were incurred bringing the hazardous building action. The total amount of costs incurred to abate the property is \$17,623.67.

The property owner has requested that the total costs against the property be assessed over a period of ten (10) years. The City is willing to assess the property over a period of ten (10) years.

Consequently, the property owner has agreed to sign a Petition and Waiver agreement that will allow the City to assess the total cost of \$17,623.67 to abate the property and the owner agrees to waive notice of hearing and hearing on the special assessment to be levied.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution approving a Petition and Waiver Agreement with respect to the special assessment of abatement costs and attorney fee judgement relating to 7144 4th Avenue South and a resolution assessing the costs.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- None

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

- The property was not maintained by the owner and the City incurred costs to abate the hazardous condition.
- Minnesota State Statutes and Richfield City Code provide that the City may levy special assessments for these costs.

**C. CRITICAL TIMING ISSUES:**

- None

**D. FINANCIAL IMPACT:**

- The total special assessment, to be spread over a ten (10) year period, at an annual interest rate of eight percent is \$17,623.67.

**E. LEGAL CONSIDERATION:**

- The City has entered into a Petition and Waiver Agreement with the property owner effective October 24, 2017.
- The City Attorney drafted the Petition and Waiver Agreement and will be available to answer any questions.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

	Description	Type
□	Resolution to Approve Petition and Waiver Agreement	Resolution Letter
□	Resolution to Approve a Special Assessment for Abatement of a Hazardous Property	Resolution Letter

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING PETITION AND WAIVER AGREEMENT WITH  
RESPECT TO THE SPECIAL ASSESSMENT OF ABATEMENT COSTS AND  
ATTORNEY FEE JUDGMENT RELATING TO 7144 4<sup>th</sup> AVENUE S, RICHFIELD,  
MINNESOTA 55423**

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

**WHEREAS**, the City Council determined the property located at 7144 4<sup>th</sup> Avenue S (the “Property”) contained a hazardous building on November 15, 2016 (Resolution No. 11285); and

**WHEREAS**, the City issued a hazardous building order on December 5, 2016 requiring the Owner to abate the conditions on the Property; and

**WHEREAS**, the Owner did not abate the conditions on the Property; and

**WHEREAS**, the City obtained a default judgment from the court to enforce the abatement order on February 6, 2017 (Case No. 27-CV-16-18618; Exhibit A); and

**WHEREAS**, the City hired a contractor to abate the hazardous conditions on the Property; and

**WHEREAS**, the City incurred \$8,846.17 (“Abatement Costs”) in abating the hazardous conditions; and

**WHEREAS**, on July 19, 2017, the City obtained a judgment from the court to assess \$8,777.50 (“Attorney Fee Judgment”) in attorney’s fees and costs against the Property, which were incurred in bringing the hazardous building action (Exhibit B); and

**WHEREAS**, the Owner has requested that the assessment of the total costs against the Property occur over a period of ten (10) years; and

**WHEREAS**, the City is willing to specially assess the Property over a period of ten (10) years; and

**WHEREAS**, the City is willing to forgo notices and hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable special assessment as it relates to the Abatement Costs and Attorney Fee Judgment; and

**WHEREAS**, the Owner has agreed to sign the Petition and Waiver Agreement, attached hereto as Exhibit C (excepting the referenced exhibits), that will allow the City to assess the total Abatement Costs and Attorney Fee Judgment to the Property over a period of ten (10) years; and

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

1. The Petition and Waiver Agreement is approved. The City Attorney and City staff are authorized to take all necessary steps to secure compliance with the Agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 24<sup>th</sup> day of October, 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of the City of Richfield at a duly authorized meeting thereof held on the 24<sup>th</sup> day of October, 2017, as shown by the minutes of said meeting in my possession.

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

# EXHIBIT A

27-CV-16-18618

Filed in Fourth Judicial District Court  
2/6/2017 1:10:24 PM  
Hennepin County, MN

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

In the Matter of the Hazardous Building  
Located at 7144 4<sup>th</sup> Avenue S,  
Richfield, Minnesota

Court File No. 27-CV-16-18618

Case Type: Other Civil

**ORDER FOR JUDGMENT**

This matter came before the undersigned on February 6, 2017, at 11:00 am, at the Hennepin County District Court, in Minneapolis, Minnesota, upon the City of Richfield's ("City") Motion for Default Proceedings for Enforcement of Order for Abatement of a Hazardous Building and Public Health and Safety Nuisance.

Mary Tietjen, City Attorney, Elizabeth C. Brodeen-Kuo, Assistant City Attorney, and Charlie O'Brien, Code Compliance Officer, appeared on behalf of the City of Richfield. The owner of the Subject Property, Theresa Steeno, did appear. Counsel for Deutsche Bank National Trust Company, Greta Bjerkness, did appear.

Based on all the documents, evidence and arguments of counsel presented herein, the Court makes the following findings of fact, conclusions of law, and orders:

### FINDINGS OF FACT

1. This action involves real property located at 7144 4th Avenue S in the City of Richfield, Minnesota, which property is legally described as follows:

Lot 8, Block 2, "Ireland Addition", according to the recorded plat thereof, and situated in Hennepin County, Minnesota.

Torrens Property

Being registered land as is evidenced by Certificate of Title No. 1193229.

("Subject Property").

2. The Subject Property is owned by Theresa Steeno (Ms. Steeno). Deutsche Bank National Trust Company has a mortgage interest in the Subject Property. Fabyanske, Westra, Hart & Thompson PA won a judgement against the Subject Property (Case # 27-CV-07-26408). The State of Minnesota has a tax lien on the Subject Property (State Tax Lien # 367487).

3. The Subject Property contains a residential dwelling. To the best of the City's knowledge, the dwelling is vacant.

492778v1 LBK RC145-702

4. Minnesota Statutes Section 463.16 authorizes the governing body of any municipality to order the owner of any hazardous building or property within the municipality to correct or remove the hazardous condition of the building or property or to raze or remove the building.

5. Minnesota Statutes Section 463.15, subdivision 3 defines a "hazardous building or hazardous property" as "any building or property, which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment, constitutes a fire hazard or a hazard to public safety or health."

6. Minnesota Statutes Sections 463.161—463.21 authorizes a city to correct or remove the hazardous condition of any hazardous building or property if the owner of record fails to do so after a reasonable time and the district court enters a judgment sustaining the city's order.

7. City Code Compliance Officers inspected the Subject Property on August 27, 2015 and October 5, 2016 and found the following conditions: garbage and debris strewn around the interior of the dwelling, narrow walking paths or nonexistent walking paths throughout the dwelling, egress blocked throughout the dwelling (unable to access doors and windows), no access to certain rooms, including the basement and bathroom, feces throughout the dwelling, conditions allowing the breeding of insects and vermin, an insect infestation covering the refrigerator, unsanitary conditions throughout the dwelling, fire hazards, lack of electricity, lack of water, garbage and debris scattered in the yard surrounding the dwelling, and vegetation in yard is not maintained.

8. On November 15, 2016, the Richfield City Council passed Resolution No. 11285 ("Resolution"). The Resolution established that the Subject Property contains a hazardous building within the meaning of Minnesota Statutes Section 463.15. The Resolution further established the Subject Property constitutes a public nuisance within the meaning of Minnesota Statutes Section 609.74 and a nuisance affecting public health under Richfield City Code Subsection 925.01, subdivision 2(1). Additionally, the Resolution established the dwelling on the Subject Property constitutes a public health nuisance within the meaning of Minnesota Statutes Section 145A.02, subdivision 17. The Resolution authorized the issuance of an order for abatement thereof (the "Order").

9. Ms. Steeno was personally served with the Order and Resolution on December 5, 2016 at Richfield City Hall, 6700 Portland Avenue, Richfield, Minnesota.

10. Pursuant to Minnesota Statutes Section 5.25, subdivision 4, Deutsche Bank National Trust Company was served with the Order and Resolution through the Minnesota Secretary of State's office on December 6, 2016.

11. Fabyanske, Westra, Hart & Thompson PA was served with the Order and Resolution on December 6, 2016.

12. Pursuant to Minnesota Rule of Civil Procedure 4.03 (d), the State of Minnesota was served with the Order and Resolution through service on an Assistant Attorney General on December 6, 2016.

13. The dwelling is inadequately maintained, dilapidated, in an unsanitary condition, and constitutes a hazard to the public safety and health; therefore, it is a hazardous building as defined by Minnesota Statutes Section 463.15.

14. The dwelling also constitutes a public nuisance within the meaning of Minnesota Statutes Section 609.74 and a nuisance affecting public health under Subsection 925.01, subd. 2(f) of the Richfield City Code.

15. The dwelling further constitutes a public health nuisance within the meaning of Minnesota Statutes 145A.02, subdivision 17.

16. No interested party has taken any steps to abate the hazardous and nuisance conditions of the dwelling on the Subject Property.

17. No interested party filed an Answer with the Court or otherwise complied with the Order.

18. The City provided notice to all interested parties of this Motion for Default Judgment by U.S. Mail and by service through the Minnesota Secretary of State.

19. The City appeared at the February 6, 2017 hearing for this matter. Ms. Steeno did/did not appear at the hearing. Counsel for Deutsche Bank National Trust Company did/did not appear at the hearing.

#### CONCLUSIONS OF LAW AND ORDER

1. The City's Motion for Enforcement of the Order for Abatement of a Hazardous Building and Public Health and Safety Nuisance is hereby granted pursuant to Minnesota Statutes Section 463.19.

2. Commencing March 22, 2017, the City may enter the Subject Property and the dwelling pursuant to Minnesota Statutes Section 463.21 in order to enforce the City's Order and repair the dwelling to remove the conditions found to be hazardous under the aforementioned statute. This includes but is not limited to entering the Subject Property and the dwelling to obtain estimates for the necessary cleanup of the Subject Property and the dwelling.

3. The owner shall have until March 22, 2017 to remove any and all valuable items, and make a good faith attempt to correct the hazardous condition at the property. The owner shall have access to the property between the hours of 8 a.m. to 9 p.m., seven days a week, to clean up the property and/or remove any valuable items from the property. The owner shall contact the City for access to the property when she is available.

4. The City's costs to repair the dwelling may be recovered by the City in accordance with Minnesota Statutes, Section 463.21.

5. After March 22, 2017, the City may sell the salvage any remaining valuable materials located on the Subject Property at public auction upon three days' posted notice in accordance with Minnesota Statutes, Section 463.21.

6. The City may also recoup its expenses incurred as a result of its enforcement of the City Council Order, in accordance with Minnesota Statutes, Section 463.22.

7. If Ms. Steeno is present during the repair/cleanup of the Subject Property, Ms. Steeno shall have a mental health professional or other support person such as a family member present with her.

8. This Order is binding on all owners, mortgagees and lien holders of record as well as their successors in interest, if any.

9. A copy of this Order shall be mailed by the Court Administrator forthwith to the parties upon whom the original Order for Abatement was served by the City.

LET JUDGMENT BE ENTERED ACCORDINGLY

Recommended by:   
Mark Labine  
Housing Court Referee

By the Court:   
District Court Judge  
Ivy S. Bernhardson

Dated: February 6, 2017

Dated: February 6, 2017

JUDGMENT  
I Hereby Certify that the above Order  
Constitutes the Entry of Judgment of the Court  
Kate Fogarty, Court Administrator  
By:   
Feb 06, 2017

**EXHIBIT B**

Electronically Served  
7/19/2017 10:04 AM  
Hennepin County, MN

27-CV-16-18618

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

In the Matter of the Hazardous Building  
Located at 7144 4<sup>th</sup> Avenue S,  
Richfield, Minnesota

Court File No. 27-CV-16-18618  
Case Type: Other Civil

**ORDER ALLOWING THE CITY OF  
RICHFIELD'S ATTORNEYS' FEES AND  
OTHER EXPENSES**

This matter came on for motion hearing before the Honorable Mark Labine, Referee of District Court, on July 19, 2017.

Elizabeth Brodeen-Kuo, Assistant Attorney for City of Richfield, appeared.  
Theresa Steeno, property owner appeared.

Based upon the verified petition, testimony, evidence, and arguments presented, and all of the files, records, and proceedings, the Court makes the following:

**ORDER**

IT IS HEREBY ORDERED, that the City of Richfield's motion for allowance of attorneys' fees and other expenses in the amount of \$8,777.50 is hereby GRANTED and these expenses are certified by judgment to the Richfield City Clerk for collection in accordance with Minnesota Statutes Section 463.22.

Recommended By:

By the Court:

Mark Labine, Referee  
Dated: July 19, 2017

District Court Judge  
Dated: July 19, 2017

## EXHIBIT C

### PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (the "Agreement") is made this \_\_\_\_ day of October, 2017, by and between the city of Richfield, a Minnesota municipal corporation (the "City"), and Theresa Steeno, owner of 7144 4<sup>th</sup> Avenue South, Richfield, Minnesota (the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Richfield whose legal description is Lot 8, Block 2, "Ireland Addition", PIN 34-028-24-11-0044, (the "Property"); and

WHEREAS, the City Council determined the Property contained a hazardous building on November 15, 2016 (Resolution No. 11285); and

WHEREAS, the City issued a hazardous building order on December 5, 2016 requiring the Owner to abate the conditions on the Property; and

WHEREAS, the Owner did not abate the conditions on the Property; and

WHEREAS, the City obtained a default judgment from the court to enforce the abatement order on February 6, 2017 (Case No. 27-CV-16-18618; Exhibit A); and

WHEREAS, the City hired a contractor to abate the hazardous conditions on the Property; and

WHEREAS, the City incurred \$8,846.17 ("Abatement Costs") in abating the hazardous conditions; and

WHEREAS, on July 19, 2017, the City obtained a judgment from the court to assess \$8,777.50 ("Attorney Fee Judgment") in attorney's fees and costs against the Property, which were incurred in bringing the hazardous building action (Exhibit B); and

WHEREAS, the Owner has requested that the assessment of the total costs against the

Property occur over a period of ten (10) years; and

WHEREAS, the City is willing to specially assess the Property over a period of ten (10) years;

WHEREAS, the City is willing to forgo notices and hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable special assessment as it relates to the Abatement Costs and Attorney Fee Judgment; and

WHEREAS, the City Council passed a resolution on October 24, 2017 approving this Petition and Waiver Agreement (Exhibit C).

NOW, THEREFORE, ON THE BASIS OF THE OBLIGATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Owner represents and warrants that she is the fee owner of the Property and that she has legal power and authority to encumber the Property as herein provided and that there are no other liens or encumbrances against the Property except those of record.
2. The Owner hereby petitions the City for assessing the hazardous building costs against the Property over a period of ten (10) years.
3. The Owner consents to the City levying a special assessment for the Project against the Property in accordance with Minn. Stat., Section 429.061. The principal amount of the special assessment shall be \$17,623.67, which includes the Abatement Costs and Attorney Fee Judgment.
4. The Owner waives notice of hearing and hearing on the special assessment levied for the Abatement Costs and Attorney Fee Judgment pursuant to Minn. Stat. Section 429.061 and specifically requests that the special assessment be levied against the Property without notice of hearing or hearing.
5. The Owner waives the right to appeal the levy of special assessment in accordance with this Agreement pursuant to Minn. Stat. Section 429.081 and further specifically agrees with respect to such special assessment against the Property that:
  - a. All requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Owner; and
  - b. The increase in fair market value of the Property resulting from abating the hazardous conditions on the Property is at least equal to the amount of the special assessment levied against the Property and that such increase in fair market value is a special benefit to the Property.
6. The special assessment levied against the Property shall be payable over 10 years and shall bear an interest rate of eight percent per annum. The first installment of principal





**RESOLUTION NO.**

**RESOLUTION ASSESSING COSTS INCURRED FOR THE ABATEMENT OF A HAZARDOUS PROPERTY RELATING TO 7144 4<sup>TH</sup> AVENUE SOUTH, RICHFIELD, MINNESOTA 55423**

**WHEREAS**, the City of Richfield (“City”) has incurred costs in the amount of \$17,623.67 related to the abatement of public health and safety hazards on private property located at 7144 - 4<sup>th</sup> Avenue South, which legal description is Lot 8, Block 2, “Ireland Addition”, PIN 34-028-24-11-0044 (“Property”);

**WHEREAS**, the City has authority, pursuant to Minn. Stat. §§ 463.21 – 463.22 and Minnesota Statutes Chapter 429, to collect its costs by levying a special assessment against the Property;

**WHEREAS**, the Property Owner and City have entered into a Petition and Waiver Agreement whereby Owner consents to the City levying a special assessment against the Property in accordance with Minn. Stat. Section 429.061, in the amount of \$17,623.67 and requests that such assessment be paid over a period of ten (10) years;

**WHEREAS**, in the Agreement, Owner waives all of her rights under Minnesota Statutes Chapter 429 to notice, a hearing and an appeal relating to the assessment;

**WHEREAS**, the increase in fair market value of the Property resulting from abating the hazardous conditions on the Property is at least equal to the amount of the special assessment levied against the Property and that such increase in fair market value is a special benefit to the Property.

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

1. The total cost to be assessed against the Property is \$17,623.67 and shall be payable over 10 years and shall bear an interest rate of eight percent per annum.

Adopted by the City Council of the City of Richfield this 24th day of October, 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 172**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Jesse Swenson, Asst. HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a resolution amending the 2017-2018 labor agreement with the International Union of Operating Engineers Local 49.**

**EXECUTIVE SUMMARY:**

City staff has successfully completed labor negotiations with the International Union of Operating Engineers Local 49, which currently has a 2-year agreement (2017-2018). Under the terms and conditions of the contract, insurance was to be reopened for 2018.

Subject to Council approval, the tentatively approved settlement with the Union provides health insurance benefits identical to those being provided to non-represented City employees resulting in an Employer increase of up to \$75 per month for medical coverage. Specifically, the provisions provide a maximum up to \$839 per month for Employee only coverage, \$1,195 per month for Employee plus spouse or Employee plus child(ren) coverage, and \$1,290 per month for Employee plus family coverage.

Additionally, the proposal increases the Employer contribution towards dental insurance by 25 cents to a maximum of \$59.50 per month for Employee single dental coverage.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution designating an increase in the City's contribution toward health and dental insurance premiums, effective January 1, 2018, for the International Union of Operating Engineers Local 49.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The International Union of Operating Engineers Local 49 bargaining unit has a two-year contract with the City for contract years 2017-2018. There is an insurance re-opener for 2018.
- The Employer insurance contributions negotiated with the Union are identical to those being provided to the City's non-represented employees for 2018. Those rates were approved by the City Council at its regular September 26, 2017 meeting.

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

- The City has met and negotiated in good faith with the union and its representative and is bound under the terms of the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the re-opener provision is identical in health and dental insurance provisions provided to non-union City employees. The City has a long history of providing the same level of health and dental insurance benefits to all eligible City employees.
- The health insurance increase is well within the range for other comparable bargaining groups in similar metro cities. The City has a long history of trying to remain as close to the middle as possible of the Stanton 5 cities in terms of wages and benefits.

**C. CRITICAL TIMING ISSUES:**

- In order to allow the City's accounting personnel the ability to modify payroll records in a timely manner for 2018 benefits, it is recommended that the City Council act on October 24, 2017 to adopt the attached resolution providing for contract changes. The health and dental insurance benefits are effective January 1, 2018.

**D. FINANCIAL IMPACT:**

- Up to a maximum \$75 per month increase in the City's contribution towards the employee's health insurance coverage.
- Up to a maximum \$0.25 per month increase in the City's contribution towards single dental insurance coverage.

**E. LEGAL CONSIDERATION:**

- If the terms of this agreement are not approved, further negotiation and/or mediation will be necessary.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the terms of this agreement and prepare for further negotiation and/or mediation.
- Defer discussion to another date.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARDS HEALTH AND DENTAL INSURANCE PREMIUMS FOR EMPLOYEES COVERED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 49**

**WHEREAS**, the City of Richfield and International Union of Operating Engineers Local 49 signed a bargaining agreement covering a two year period from January 1, 2017 through December 31, 2018; and

**WHEREAS**, the labor agreement covers all terms and conditions of employment including the City contribution for insurance benefits; and

**WHEREAS**, Article 36 of the labor agreement provides for either party to amend the provisions in Article 26, Insurance; and

**WHEREAS**, the City has historically provided the same level of health insurance contribution to all eligible City employees, both union and non-union; and

**WHEREAS**, the City Ordinance requires that contracts between the City and the exclusive representative of the employees in an appropriate bargaining unit shall be completed by Council resolution.

**WHEREAS**, the City Council is required to determine, by resolution, the City's contribution toward the premium for employee group insurance coverage.

**NOW, THEREFORE, BE IT RESOLVED** that the City shall contribute a maximum of \$839.00 per month for employee only health insurance coverage, \$1,195 per month for employee plus spouse or employee plus child(ren) health insurance coverage, and \$1,290 per month for family health insurance. Such contributions shall be for coverage effective January 1, 2018; and

**BE IT FURTHER RESOLVED** that the City shall contribute a maximum of \$59.50 per month for employee single dental insurance. Such contribution shall be for coverage effective January 1, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of October 2017.

\_\_\_\_\_  
Pat Elliott

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose

\_\_\_\_\_  
City Clerk



**STAFF REPORT NO. 173**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Russ Lupkes, Utilities Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the award of contract to Shank Constructors, Inc. for the replacement of lime slakers in the water plant in the amount of \$383,800 and authorizing the City Manager to approve any contract changes under \$100,000 without further City Council authorization.**

**EXECUTIVE SUMMARY:**

The Lime Slaker Replacement includes the replacement of two lime slakers in the water plant. The purpose of the lime slakers is to soften the City's municipal water. The lime slakers are past their life expectancy and are becoming unreliable and time consuming with on-going mechanical issues. The replacement is scheduled to begin in the spring of 2018.

Bids for the construction of the Lime Slaker Replacement were opened on October 12, 2017. Shank Constructors, Inc. was the lowest responsible bidder.

**RECOMMENDED ACTION:**

**By Motion:**

- 1. Accept the bid minutes/tabulation and award the contract to Shank Constructors, Inc. in the amount of \$383,800.00**
- 2. Authorize the City Manager to approve contract changes under \$100,000 without further City Council authorization.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Current lime slakers are 13 years old.
- Lime slakers are critical equipment in the water softening process.
- The current lime slakers are becoming unreliable, causing more mechanical issues.
- Softened water provides many benefits to its users and to the water distributions system. Benefits include convenient, soft water to the users and extended life to the piping system.
- Short, Elliott, Hendrickson, Inc. (SEH) provided an engineering estimate for the project, which amounted to \$536,300.00.

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

- Council approval is required for expenditures over \$100,000.
- Lime Slaker Replacement was originally identified in the City's Capital Improvement Program in 2014.

**C. CRITICAL TIMING ISSUES:**

- The acceptance of the bid tabulation and the award of contract will allow the contractor to order the parts needed to begin construction in the spring of 2018.

**D. FINANCIAL IMPACT:**

- Five bids were received for construction; the low bid was \$383,800.
- The lowest bid is within the Engineer's (SEH) Opinion of Cost for construction which was \$430,500.
- Construction services for the project will be funded by a City Water Utility funds and is budgeted at \$375,000.

**E. LEGAL CONSIDERATION:**

- The bid opening held on October 12, 2017, was in accordance with legal requirements.
- The City Attorney will be available for questions.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

	Description	Type
□	Bid Tabulation	Cover Memo
□	SEH Proposal/Estimate	Backup Material

CITY OF RICHFIELD, MINNESOTA

Bid Opening  
October 12, 2017  
2:00 p.m.

Lime Slaker Replacement  
Bid No. 17-05

Pursuant to requirements of Resolution No. 1015, a meeting of a the Administrative Staff was called by Elizabeth VanHoose, City Clerk, who announced that the purpose of the meeting was to receive, open, and read aloud, bids for the Lime Slaker Replacement, as advertised in the official newspaper on September 21, 2017.

Present: Elizabeth VanHoose, City Clerk  
Russ Lupkes, Utilities Superintendent  
Elizabeth Finnegan, Civil Engineer  
Jared Voto, Executive Aide/Analyst

The following bids were submitted and read aloud:

<b>Bidder</b>	<b>Addendum Acknowledged 1</b>	<b>Addendum Acknowledged 2</b>	<b>5% Bid Bond</b>	<b>Bid Amount</b>
Gridor Construction, Inc. Buffalo, MN				
Magney Construction, Inc. Chanhassen, MN	X	X	X	\$438,700.00
MN Mechanical Solutions Waite Park, MN	X	X	X	\$398,750.00
Rice Lake Construction Group Deerwood, MN	X	X	X	\$394,640.00
Shank Constructors, Inc. Brooklyn Park, MN	X	X	X	\$383,800.00

The City Clerk announced that the bids would be tabulated and considered at the October 24, 2017 City Council Meeting.

---

Elizabeth VanHoose

City Clerk

April 25, 2017

RE: City of Richfield, Minnesota  
Water Treatment Plant - Lime Feed System  
Project  
SEH No. P-RICHF 122316

City of Richfield  
6221 Portland Avenue  
Richfield, MN 55423

Dear Russ:

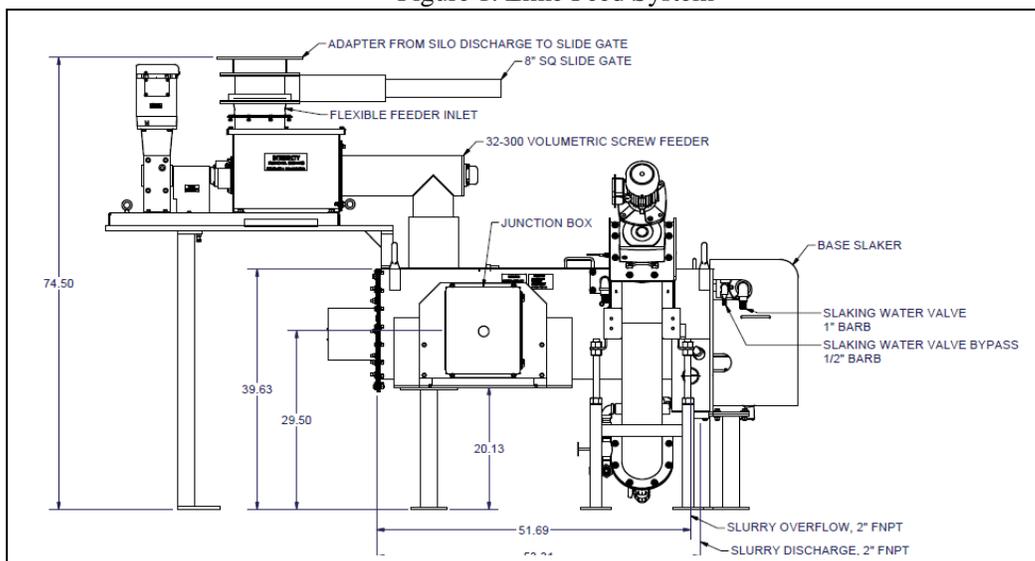
We are submitting this letter proposal for engineering services for the replacement of two existing lime feed systems located in the lower level of the Water Treatment Facility. The work includes providing bid documents (specifications and drawings), submittal to the Minnesota Department of Health (MDH) for review and approval, cost estimates, bidding and construction administration and observation.

## Project Description

### Lime Feed System

Lime is fed from the eastern silo in the lime/soda ash feed room by two lime feed systems that operate in parallel. Each feed system currently includes a rotary feeder that drops lime into a lime slaker. The lime is mixed with water in the slaker creating a paste. This paste is then conveyed to the rapid mix basin via an ejector and hose. The grit is collected from the slaker and conveyed to a grit shoot that drops the grit into a wheel burrow or container for manual removal of the grit from the room to a dumpster. This equipment will be removed and replaced with new.

Figure 1. Lime Feed System



The two new proposed lime feed systems each include an 8 inch electric slide gate to isolate each lime feed system from the lime silo, a volumetric screw feeder, lime slaker and a screw grit conveyor as shown in Figure 1. The estimated construction cost for this project is identified in the following table at approximately \$536,300.

**Table 1. Estimated Project Costs**

<b>Work/Equipment</b>	<b>Costs</b>
Mobilization	\$35,000
Demolition	
Remove rotary valves (2) (Isolate silo/equipment)	\$5,000
Remove slaker (2)	\$3,700
Remove water supply/connections (2)	\$1,600
Remove Concrete pedestals (4) & dispose	\$3,400
Remove piping/pipe supports	\$1,800
Equipment: Knife gates (2), screw conveyors (2), slakers (2), screw grit conveyor.	\$290,000
Install of equipment (supports, piping, water, etc.) (25% * Equip Cost)	\$72,500
Piping/Valves - Water Supply	\$7,500
Coatings (piping/equipment)	\$10,000
<b>Sub-Total</b>	<b>\$430,500</b>
10% contingencies	\$43,050
<b>Sub-Total</b>	<b>\$473,550</b>
Engineering, Legal, Admin, 10%	\$47,750
<b>Total</b>	<b>\$521,300</b>

Electrical/Control Work (equipment & labor)	\$15,000
<b>Total</b>	<b>\$536,300</b>

## Work Plan

The work plan is broken down into the following tasks:

### Task 1: Bid Documents

- Kick-Off Meeting at WTP
- Prepare specifications, includes: General project specifications including demolition/removal, phasing of project, lime feed equipment, piping and valves and coatings
- Prepare drawings, include:
  - Plan and section view of demolition/removal
  - Plan and section view of new equipment installed within lime/soda ash room
  - Water supply schematic
- Coordination with electrical/control work (by others)
- Submit 80% drawings to City of Richfield for review

- Minnesota Department of Health (MDH) submittal and response letter to review comments
- Project Cost Estimate

#### *Task 2: Bidding*

- Prepare bid proposal and contact forms
- Issue bid advertisement
- Reproduce project bid documents and distribute to interested contractors
- Prepare addendums
- Attend pre-bid meeting
- Response to contractor questions
- Evaluation of bids, prepare bid tabulation and prepare bid summary letter

#### *Task 3: Construction Administration and Observation (see Exhibit B for detailed breakdown)*

- Construction Administration:
  - Progress schedule
  - Shop drawings
  - Schedule of values
  - Construction Meetings
  - Payment Requests
  - Change Orders
  - Reply to Requests for Information (RFIs) from Contractor
- Project Observation
  - Part-time construction observation
  - Interpretation of documents
  - Maintain job site files
  - Progress reports
  - Punch List

#### *Deliverables*

- Submittal to MDH and response letter to review comments.
- Bidding documents: plans and specifications

#### *Provided by Others*

- All work related to electrical and controls

## **Compensation**

### **Engineering Services**

The proposed schedule for the project is to have the final construction plans and specifications completed by June 26, 2017. This will allow the City time to bid and award the project by the first of August, providing the

contractor sufficient time to submit shop drawings of equipment for approval and to order equipment by mid-October. Equipment would arrive in January, 2018 for installation.

### Planning, Design and Construction Documents

We propose to complete the outlined Tasks 1 and 2 for a Not-to-Exceed lump sum amount of \$29,190, as outline in A-2 which includes reimbursable expenses.

### Construction Administration and Observation

We propose to complete efforts outlined in Task 3 and Exhibit B on an hourly basis that is in accordance with our standard billing rate schedule. Assuming shop drawing review in September and October and a construction window of approximately 2 months, January through mid-March, we propose a Not-to-Exceed amount of \$18,560 for contract administration, construction engineering, and part-time construction observation. Reimbursable expenses are included in the not-to-exceed amount. We understand that the not-to-exceed amount cannot increase without further authorization from you.

### Schedule

Recognizing that Richfield's water plant must remain in operation during the construction process, it is proposed that the rehabilitation work occur late fall through early spring, when water demand is the lowest. Based on water demands, the following schedule is proposed for the project:

Schedule	Date
Start Design: (2 months)	1-May-17
Submit Bidding Documents to MN Dept. of Health:	26-Jun-17
Bid Project: (4 weeks)	24-Jul-17
Award Contract:	7-Aug-17
Contracts Signed: (4 weeks)	4-Sep-17
Shop Drawings: (6 weeks)	16-Oct-17
Order Equipment (Ave. 12 week delivery):	8-Jan-18
Start Construction: (2 month span)	5-Mar-18
End Construction (Plant on-line):	19-Mar-18

### GENERAL SERVICES AGREEMENT

This letter and the existing 2016 Professional Services Agreement between the City of Richfield, MN and SEH shall form the full agreement for this proposed project. This agreement may only be modified in writing and if signed by both parties.

### Closure

We want to thank you for the opportunity to provide the City of Richfield with this proposal. As always, it is very important to us our services continue to meet and surpass your needs and expectations. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have. If this proposal is acceptable, please sign and return a copy of this proposal letter, authorizing us to proceed with the project.

Russ Lupkes  
April 25, 2017  
Page 5

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Karen A. Cavett, PE  
Regional Practice Center Leader

Attachments:

- Exhibit A-2
- Exhibit B
- General Conditions of the Agreement for Professional Services

## Agreement

### General Services Agreement

The terms and conditions of this proposal wholly include the contents of the February 22, 2011, General Services Agreement between the City of Richfield and Short Elliot Hendrickson Inc.

**Short Elliot Hendrickson Inc.**

**City of Richfield, Minnesota**

By:   
\_\_\_\_\_  
Karen A. Cavett, PE  
Title: Regional Practice Center Leader

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A-2  
to Supplemental Letter Agreement  
Between City of Richfield (Client)  
and  
Short Elliott Hendrickson Inc. (Consultant)  
Dated April \_\_, 2017

**Payments to Consultant for Services and Expenses  
Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

document656

**Exhibit B**  
**to Supplemental Letter Agreement**  
**Between City of Richfield (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated April \_\_\_, 2017**

**A Listing of the Duties, Responsibilities and**  
**Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings\*, Field Orders\*, Addenda\*, clarifications, interpretations, approved Shop Drawings\* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples\*:
  - (a) Record date of receipt of Shop Drawings and Samples.
  - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
  - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
  - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications\* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive\*, Addenda, Change Orders\*, Field Orders, additional Drawings\* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
  - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
  - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
  - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
  - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
  - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

### **C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

\*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

c:\9. proposals\richfield wtp\lime slaker rplc\3. exhibit b.docx

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



**STAFF REPORT NO. 174**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
10/16/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the purchase of a backhoe loader from Ziegler Inc. for \$135,745 (less \$31,375 trade-in allowance, totaling \$104,370) for use by the Public Works Department.**

**EXECUTIVE SUMMARY:**

The equipment needs for the Public Works Department has changed and the department is looking to replace its large, single-use excavator with a smaller backhoe loader. The backhoe loader will be utilized by all divisions for the following functions:

- Water main break repairs;
- Street repairs;
- Irrigation repairs; and
- loading trucks for hauling.

**RECOMMENDED ACTION:**

**By motion: Approve the purchase of a backhoe loader from Ziegler Inc. for \$135,754.00 (less \$31,375.00 trade-in allowance, totaling \$104,370.00).**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Replacement schedules are set for each vehicle and piece of equipment purchased. The following are taken into consideration when deciding on when to replace vehicles/equipment:
  - Year of purchase (1998)
  - Replacement date/depreciation (2013)
  - History of repairs
  - Technology upgrades
  - Fuel efficiency

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

- The City of Richfield participates in the Minnesota State Cooperative Purchasing Program. This program will be used for this purchase.
- When the purchase of materials, merchandise, equipment, or construction exceeds \$100,000, authority to purchase shall be submitted to City Council for consideration.

**C. CRITICAL TIMING ISSUES:**

- Approval at this meeting will ensure delivery of the vehicle in the year it is budgeted for purchase (2018).

**D. FINANCIAL IMPACT:**

- The total cost for the equipment after trade-in allowance is \$104,370.
- The 2018 Proposed Budget includes \$130,000 for this purchase.
- The 2018 Revised Budget will be adjusted to show the actual purchase amount.

**E. LEGAL CONSIDERATION:**

- The City Attorney will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None



**STAFF REPORT NO. 175**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
10/11/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a new Therapeutic Massage Enterprise license for Professional Integrative Bodywork, LLC, located at 2934 66th Street West, Suite 25.**

**EXECUTIVE SUMMARY:**

On September 19, 2017, the City received an application for a new Therapeutic Massage Enterprise license for Professional Integrative Bodywork, LLC, located at 2934 66th Street West, Suite 25.

Professional Integrative Bodywork, LLC is owned by Dana Michelle Collins. Ms. Collins is the sole massage therapist for Professional Integrative Bodywork, LLC and has met all the requirements needed to obtain a Therapeutic Massage Enterprise license.

All required 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 a new Therapeutic Massage Enterprise license for Professional Integrative Bodywork, LLC, located at 2934 66th Street West, Suite 25.**

**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 Associated Bodywork & Massage Professionals as affording coverage.
  - All real estate, personal property taxes due and payable for the premises have been paid.
  - The business is owned by Dana Michelle Collins.
  - A criminal background check was conducted on Ms. Collins. There is no known criminal history.

- An application for a massage therapist was also submitted by Ms. Collins. She is a member in good standing with the Associated Bodywork and Massage Professionals.

**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 Therapeutic Massage Enterprise license for Professional Integrative Bodywork, LLC; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Dana Michelle Collins, Owner



**STAFF REPORT NO. 176**  
**CITY COUNCIL MEETING**  
**10/24/2017**

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
10/16/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the renewal of the contract with Adesa Minneapolis for 2017-2018 for auctioning forfeited vehicles from Public Safety/Police.**

**EXECUTIVE SUMMARY:**

Adesa is a company used by the Public Safety Department to store and auction off seized vehicles. The City currently has a contract with Adesa and would like to renew the contract for the year 2017-2018.

**RECOMMENDED ACTION:**

**By motion: Approve the renewal of the 2017-2018 auction service contract between the City of Richfield and Adesa Minneapolis, for the auctioning of forfeited vehicles from Public Safety/Police.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Adesa's performance during the past year of the contract period was satisfactory. They auction forfeiture vehicles for many cities, including the City of Bloomington.
- Adesa Minneapolis has submitted the new contract for 2017-2018. No changes were made to the services they provide.

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

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

**C. CRITICAL TIMING ISSUES:**

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

**D. FINANCIAL IMPACT:**

- There is no financial impact.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ 2017/2018 Adesa Contract	Contract/Agreement

## **AGREEMENT BETWEEN THE CITY OF RICHFIELD AND ADESA MINNEAPOLIS**

**THIS AGREEMENT** is made and entered into this 30th day of October, 2017 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as "ADESA").

### **WITNESSETH**

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

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

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

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

#### **I. TERM OF AGREEMENT**

The term of this Agreement shall begin October 30, 2017 and shall continue until December 31, 2018, subject to termination as provided in Article IV.

#### **II. DUTIES OF ADESA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. DUTIES OF THE CITY**

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

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

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

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

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

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

1. Transportation of an operable Forfeiture Vehicle to or from the City of Richfield to ADESA's designated storage site: **\$50.00.**
2. Tow of an inoperable Forfeiture Vehicle (tow or trailer) to or from the City of Richfield to ADESA's designated storage site: **Not to Exceed \$100.00.**
3. Basic cleaning of a Forfeiture Vehicle: **\$37.00.**
4. Complete detail of a Forfeiture Vehicle (vacuum and shampoo carpets, detail interior, etc.): **\$85.00.**
5. Repair of a Forfeiture Vehicle: Shop Rates.
6. Sale by auction of a Forfeiture Vehicle: **\$125.00.**
7. Release of a Forfeiture Vehicle prior to auction: **\$50.00** redemption, fee plus any charges (i.e., transportation).
8. Storage fee if car is not sold within 90 days: **\$3.00/day.**
9. Inventory fee for lease of personal property: **\$25.00.**

#### **IV. TERMINATION**

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

**V. MISCELLANEOUS**

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

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

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

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

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

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

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

**CITY OF RICHFIELD**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Director of Public Safety

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**ADESA      MINNEAPOLIS**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_



**STAFF REPORT NO. 177**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director  
10/17/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a facility dedication request to dedicate the sledding hill in Monroe Park to the memory of Nicole Stavros.**

**EXECUTIVE SUMMARY:**

The Community Services Commission recommended approval of the attached facility dedication proposal to install two benches along the berm located in the southeast corner of Monroe Park with signage attached to the benches that indicate the sledding hill is dedicated to the memory of Nicole Stavros. Nicole Stavros grew up in Richfield on Lakeview Avenue, on the west side of Monroe Park directly across from the existing moderate sledding hill. She has since then passed away at the age of 39. Richfield native Todd Dexter, a childhood friend of Nicole Stavros, is the applicant and will be responsible for the costs of the benches, memorial plaques, concrete bases and all other costs associated with the facility dedication request. Mr. Dexter has raised enough funds so far to order the benches and plaques.

The attached initial proposal indicates three benches made of composite materials. The proposal has been modified to include only two metal benches that are similar to the newer style memorial benches located in City parks.

**RECOMMENDED ACTION:**

**By motion: Approve a facility dedication request to install two benches along the berm located in the southeast corner of Monroe Park with signage attached to the benches that indicate the sledding hill is dedicated to the memory of Nicole Stavros.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- City Council has received only one other facility dedication request in the past and approved a request in 2008 to dedicate the Upper Donaldson Park Baseball Field in memory of Gordy Larson.

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

- The City's Facility Dedication Policy is attached. This policy was adopted by City Council in 2008 to establish guidelines for dedicating recreational facilities and amenities including athletic

fields, park buildings, and other recreational structures located in the City of Richfield in honor of an individual or organization. As the policy indicates, the City does not accept requests to permanently rename a park, recreational facility or amenity in honor of an individual or organization, but as an alternative offers the attached guidelines to dedicate such facilities to the memory of an individual or organization by granting the installation of a dedication plaque on-site of such facilities.

**C. CRITICAL TIMING ISSUES:**

- There are no pressing timing issues as the benches and plaques will be arriving during the winter and installed next spring.

**D. FINANCIAL IMPACT:**

- There is no financial impact to the City for the proposed facility dedication request other than installing the benches.
- The applicant, Todd Dexter, will be responsible for the costs of the benches, memorial plaques, concrete bases and all other costs associated with the facility dedication request.
- The approximate cost of the project is \$4,000.
- The benches and plaques will become property of the City of Richfield.

**E. LEGAL CONSIDERATION:**

- There are no legal issues associated with the proposed facility dedication request.

**ALTERNATIVE RECOMMENDATION(S):**

- City Council has the option of denying or modifying the proposed facility dedication request.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

	Description	Type
□	Monroe Park Sledding Hill Facility Dedication Proposal	Cover Memo
□	Facility Dedication Policy	Cover Memo



# Richfield Facility Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved by the Richfield City Council. Please fill out the form below. You will be notified of their decision.

NAME OF DONOR (INDIVIDUAL OR REPRESENTATIVE OF GROUP) <b>Todd Dexter</b>		
NAME OF DONOR GROUP (IF APPLICABLE)		
ADDRESS <b>2520 Clover Field Dr.</b>	DAY PHONE <b>952-807-8665</b>	EVENING PHONE <b>952-368-7224</b>
<b>Chaska, MN 55318</b>	E-MAIL <b>todd.dexter@gmail.com</b>	
NAME OF PERSON/ORGANIZATION/EVENT BEING HONORED <b>Nicole Stavros</b>		
FACILITY AT WHICH DEDICATION WOULD BE LOCATED <b>Monroe Park</b>		
SPECIFIC LOCATION OF PLAQUE AT FACILITY <b>Slidding Hill on South/East side of Monroe Park</b>		
DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE TO THE COMMUNITY (ATTACH AN EXTRA SHEET OR WRITE ON THE BACK OF THIS FORM, IF NECESSARY)		
<b>SEE ATTACHED</b>		
PLEASE INDICATE THE TEXT TO APPEAR ON THE PLAQUE BEING PROPOSED. (ATTACH AN EXTRA SHEET OR WRITE ON THE BACK OF THIS FORM, IF NECESSARY)		
<b>SEE OFFICIAL PLAQUE</b>		

By signing below, I understand that I, or the group I represent, will take full responsibility for the cost of purchase and installation of this plaque and any other costs associated with the dedication. I understand that this plaque will be donated to, and become property of, the City of Richfield.

I understand that the approval of this dedication may be subject to a criminal background check of the honoree and that a facility dedication may be revoked by the City at a later date should information later come to light that runs counter to the substance and spirit of the dedication policy.

SIGNATURE  DATE **01/06/17**

PLEASE FORWARD THIS FORM TO JOHN EVANS AT THE RICHFIELD COMMUNITY CENTER:

BY MAIL OR IN PERSON	BY FAX	BY E-MAIL	BY PHONE
Richfield Community Center 7000 Nicollet Ave Richfield, MN 55423	612-861-9388	jevans@cityofrichfield.org	612-861-9395

# PROPOSED NICOLE STAVROS MEMORIAL SLEDDING HILL

My name is Todd Dexter and I am and will always be a Richfield Boy. While growing up in Richfield I spent all of my time with my best friend Nicole Stavros. A blond, piercing blue eyed bundle of energy. I grew up on Lakeview Avenue, across the street from Nicole, where her parent still live today. She and I played every day. Best friends really. Many, many days and nights in the winter were spent slidding down the hill at Monroe Park and skating (when there was a warming house at Fairwood and Monroe). Needless to say, growing up in Richfield was amazing.

Nicole died a number of years ago out of the blue at the age of 39. Way too soon. There is no he and she, Todd and Nicole, without a Richfield and all the experiences, journeys and fun we had together. But it is Richfield as the setting for all of that that makes this so important. Nicole should be remembered purely for just being a Richfield girl. She embodied everything that a girl should be. Kind, generous, strong, fierce, athletic and fun. Nicole is and will always be a rolemodel for good for ALL Richfield girls. Richfield park leader. Captain of the girls varsity soccer team. Athena Award winner. Homecoming queen candidate. Candy Striper at Fairview. Graduate of Gustavus Adolpus College. Emergency room nurse. Mother. Wife. Friend.

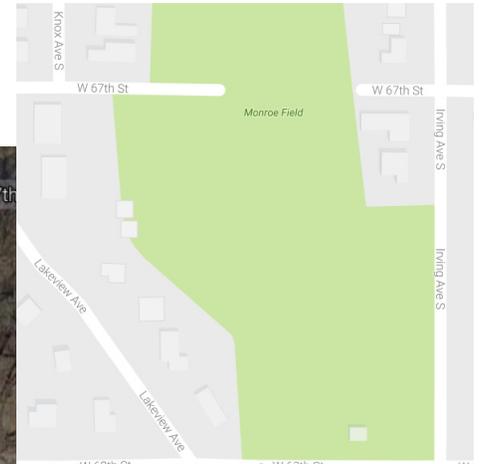
This Memorial would be in honor of all those things that are good about Richfield. The kind of girl that it did and will continue to produce with Richfield as the setting for life lessons, adventures and play. It would be nice to have a place where families and kids can come, have fun, talk, laugh, learn and slide for hours on end...all of these things Nicole Stavros brought to Richfield. Nicole is Richfield.

-Thank you for your consideration

**NICOLE  
STAVROS**



# PROPOSED NICOLE STAVROS MEMORIAL SLEDDING HILL



**MONROE PARK  
LOCATION**



# PROPOSED NICOLE STAVROS MEMORIAL SLEDDING HILL



ALTERNATIVE WORDING



CAST IRON OR STEEL  
SUPPORT  
(RELATIVE SIZE)

# PROPOSED NICOLE STAVROS MEMORIAL SLEDDING HILL



# PROPOSED NICOLE STAVROS MEMORIAL SLEDDING



**THREE (3) SIMPLE COMPOSITE AND METAL BENCHES/NO BACK  
ON CONCRETE PADS**

**FOR PARENTS WATCHING KIDS SLIDDING OR WATCHING BASEBALL  
OR JUST TAKING A BREAK WALKING THE PATH AROUND THE PARK  
(PRACTICAL)**

## **City of Richfield Recreation Facility and Amenity Dedication Policy**

**Purpose:** The purpose of this policy is to establish guidelines for dedicating recreational facilities and amenities including athletic fields, park buildings, and other recreational structures located in the City of Richfield in honor of an individual or organization. The City of Richfield does not accept requests to permanently rename a park, recreational facility or amenity in honor of an individual or organization, but as an alternative offers the following guidelines to dedicate such facilities to the memory of an individual or organization by granting the installation of a dedication plaque onsite of such facilities.

**Nomination Criteria:** Nominations for dedicating City of Richfield facilities or amenities in the memory of an individual or organization shall be based on one or more of the following criteria:

1. In honor of organizations or individuals (living or deceased) who have made a significant contribution, financial or otherwise, to the City of Richfield or who have played a leading role in advancing the City of Richfield as a good place to live, work or recreate..
2. In honor of a person, place or event that played a significant role in the history of the City of Richfield.

The individual or organization for which the dedication is sought shall be deemed to be of good general character and should not be associated with unlawful or unseemly activities.

**Dedication Guidelines:** The dedication of City recreational facilities via this policy shall be limited to significant facilities or amenities, including but not limited to buildings, rooms in buildings, athletic fields, ponds, bridges, playgrounds, and trails. The dedication of minor amenities such as water fountains and benches are not part of this policy and will be addressed by the Recreational Services Department. Fundraising projects conducted by the Friends of Wood Lake that benefit the Wood Lake Nature Center are exempt from this policy.

The dedication of City facilities or amenities shall normally be limited to no more than two per year to maintain the stature of the facility dedication honor. Any undedicated City recreational facility may be nominated for dedication using the criteria of this policy.

The nominating person(s) shall be entirely responsible for all costs associated with the dedication including application and background check fees, recognition, and memorial plaques. The size, style, text and location of the memorial plaque shall be subject to review and approval of the Recreation Services Director and the Nominating Committee.

**Application Process:** The process for dedicating a recreational facility or amenity to the memory of an individual shall be:

1. The nominating person(s) shall request a City of Richfield Recreational Facility Dedication Nomination form from the Recreation Services Department office. Nominations for deceased individuals will not be accepted until after a six-month time period from the date the individual passed away.
2. A fully completed City of Richfield Recreational Facility Dedication Nomination form shall be submitted to the Recreation Services Director and the Nominating Committee along with the specified application fee.
3. The completed application will be reviewed by Nominating Committee (consisting of assigned members of the Community Services Commission) for completeness, accuracy and adherence to policy guidelines.
4. All individuals nominated shall be subject to a criminal background check.
5. If the nomination is rejected based on the above review, the nominating person designated on the application will be notified in writing.
6. Nominations that pass the above review will be forwarded to the Community Services Commission for review at their next regularly scheduled meeting.
7. Within 60 days of the Community Services Commission meeting at which the application is received, a recommendation will be made. If rejected by the Community Services Commission, the nominating person designated on the application will be notified by City staff in writing.
8. If approved, the recommendation will be forwarded to the City Council for final review and approval or denial.
9. Nominating parties will be notified in writing of the City Council's actions within two weeks of the meeting at which action is taken.
10. The City Council shall have the authority to override this policy when they deem doing so to be in the best interest of the City.

**Revocation:**

Recreational facility dedications may be revoked by the Community Services Commission should information later come to light that runs counter to the substance and spirit of this policy.



**STAFF REPORT NO. 178**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: John Stark, Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval to transfer projects to the Richfield Economic Development Authority.**

**EXECUTIVE SUMMARY:**

The City Council adopted a resolution on May 9, 2017, establishing the Richfield Economic Development Authority (EDA). Since that time, the EDA has approved a 2018 budget that includes funding and administering certain activities that had been funded in the past by either the City of Richfield or the Richfield Housing and Redevelopment Authority (HRA). The specific programs meeting this description are the Kids @ Home and the Transformation Home Loans programs.

State statute governing the formation and administration of EDA's requires that the City Council formally takes an action to transfer such programs to the EDA prior to the EDA commencing that role.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution relating to the Richfield Economic Development Authority and transferring certain projects to such Authority.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- By resolution, the Richfield City Council created the Richfield EDA on May 9, 2017.
- The EDA is intending to fund and administer the Kids @ Home and Transformation Home Loans programs that had formerly been funded and administered by either the City of Richfield or the Richfield HRA.
- The EDA plan on beginning this funding/administrative role on January 1, 2018.

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

- The EDA was established by the City Council in accordance with Minnesota Statutes, Section 469.090 through 469.1082.
- Per Section 469.094, subdivision 2, the City Council transfers control, authority and operation of certain projects of the Richfield HRA to the EDA.

**C. CRITICAL TIMING ISSUES:**

- Projects must be transferred to the EDA prior to January 1, 2018.

**D. FINANCIAL IMPACT:**

- All funds transferred from the HRA to the EDA shall be held in a separate account and accounted for separately.

**E. LEGAL CONSIDERATION:**

- Legal Counsel drafted the resolution.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the transfer of projects to the EDA.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter

**CITY OF RICHFIELD, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION RELATING TO THE RICHFIELD ECONOMIC DEVELOPMENT AUTHORITY; TRANSFERRING CERTAIN PROJECTS TO SUCH AUTHORITY; AND APPROVING MATTERS IN CONNECTION THEREWITH**

BE IT RESOLVED BY the City Council (the “City Council”) of the City of Richfield, Minnesota (the “City”) as follows:

1. Pursuant to resolution adopted by the City Council on May 9, 2017 (the “Enabling Resolution”), the City Council established the Richfield Economic Development Authority (the “EDA”) in accordance with Minnesota Statutes, Sections 469.090 through 469.1082, as amended (the “Act”).

2. Pursuant to the Act, the EDA is authorized to exercise all of the powers of a housing and redevelopment authority.

3. There now exists in the City the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “HRA”) created pursuant to the Act. The Act authorizes the City Council to transfer projects, programs and property of the HRA to the EDA.

4. Pursuant to Section 469.094, subdivision 2 of the Act, the City Council hereby transfers the control, authority and operation of certain “projects,” as defined in the Act, and certain other programs and projects of the HRA to the EDA, including but not limited to those set forth in EXHIBIT A attached hereto (collectively, the “Projects”).

5. All funds transferred from the HRA to the EDA shall be held in a separate account and accounted for separately.

6. The transfer described herein is conditioned upon acceptance by the EDA of such transfer and a covenant and pledge by the EDA that the EDA is obligated to perform all agreements, pledges, covenants, and undertakings heretofore entered into by the HRA with respect to the Projects.

7. The City Manager is authorized and directed to transmit a certified copy of this resolution to the Executive Director of the EDA, to the Executive Director of the HRA, and to other governmental officers as appropriate.

8. The Mayor, City Manager, and all other officers and employees of the City are authorized and directed to take whatever action and to execute and deliver such documents that are necessary to give effect to this resolution.

Adopted by the City Council of the City of Richfield, Minnesota, this 24th day of October, 2017.

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Pat Elliott, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk

**EXHIBIT A**

**TRANSFERRED PROJECTS AND PROGRAMS**

Kids @ Home  
Transformation Loan Program



**STAFF REPORT NO. 179**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Public Hearing regarding the special assessment roll for unpaid false alarm user fees against private property.**

**EXECUTIVE SUMMARY:**

Richfield City Code and City Charter allow the City to specially assess delinquent false alarm user fees against the respective properties. State Statutes provide that the City may levy a special one year assessment for these costs.

Unpaid alarm user fees must be paid to the City within 30 days from the date of written notice by the City to the alarm user. Fees not paid within the time specified will be subject to a 10% penalty charge.

The special assessment for unpaid false alarm user fees assessed to private properties provides a means for the City to recover costs incurred with the response by public safety to an alarm call on certain properties in the City that turns out to be false.

**RECOMMENDED ACTION:**

**Conduct and close the public hearing and by motion: Approve a resolution adopting the assessment for unpaid false alarm user fees against private property.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- N/A

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

- Richfield City Code section 915.07 Subd. 3 and chapter 8.02 of the City Charter allows the City to specially assess delinquent false alarm user fees against the respective properties.
- Minnesota State Statutes provide that the City may levy a special one-year assessment for these costs.
- Notice of the certification was published in the *Sun Current* on October 5, 2017.

**C. CRITICAL TIMING ISSUES:**

- N/A

**D. FINANCIAL IMPACT:**

- A 10% penalty charge is applied to all properties which have not paid within the time specified.
- The proposed special assessment for unpaid false alarm user fees from private property is \$1,210.00 with an additional 5% interest charge on the assessment.
- The affected property owner may prepay the original principal amount without interest within 30 days from the date the Council adopts the assessment. If the original principal amount is not paid, the assessment will be charged 5% interest.

**E. LEGAL CONSIDERATION:**

- No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the attached resolutions and have the costs absorbed by the City.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
▣ Unpaid False Alarm Assessment Resolution	Resolution Letter

**RESOLUTION NO.**  
**RESOLUTION ADOPTING ASSESSMENT FOR**  
**UNPAID FALSE ALARM FEES FROM PRIVATE PROPERTY.**

**WHEREAS**, pursuant to proper notice duly given as required by law, the City Council has met and passed upon all objections to the proposed assessment for unpaid false alarm fees from private property in the City of Richfield:

Property Address	Property ID Number	Unpaid False Alarm Fee
1708 66th Street E	26-028-24-14-0130	110.00
1732 66th Street E,	26-028-24-14-0130	110.00
6625 Lyndale Ave S	27-028-24-32-0137	220.00
7200 17th Ave S	35-028-24-14-0018	330.00
7700 Wentworth Ave	34-028-24-34-0054	110.00
7740 S 2nd Ave	34-028-24-43-0005	330.00
	Total	\$1,210.00

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

1. Such proposed assessment roll, in the amount of \$1,210.00, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may at any time prior to certification of the assessment to the County Auditor and within 30 days of the date the City Council adopts the assessment, pay the whole assessment on such property to the City's Assessing Division without interest. Payments received after the expiration of the 30 day prepayment period, but received prior to November 28, 2017 will be charged interest through the date of payment. Payments will not be accepted between November 28, 2017 and January 1, 2018.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield this 24th day of October, 2017.

\_\_\_\_\_  
 Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
 Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 180**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing regarding the special assessment roll for weed elimination from private property and removal or elimination of public health or safety hazards from private property.**

**EXECUTIVE SUMMARY:**

Minnesota State Statutes provide that the City may levy a special one year assessment for the elimination of public health or safety hazards or the elimination of weeds from private properties. The special assessments are based on costs incurred by the City in connection with the abatement of weeds or public health or safety hazards on certain properties in the City that are not properly maintained.

The owners of the subject properties are notified by the City to take corrective action with regard to the issue with the property. If the specific property issues were not abated within the proper time limit the City would take the corrective action necessary and bill the property owner.

In all cases, property owners will be notified that any unpaid charges or fees may be assessed against the property.

**RECOMMENDED ACTION:**

**Conduct and close the public hearing and by motion: Approve a resolution adopting the assessment for weed elimination from private property and removal or elimination of public health or safety hazards from private property.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- N/A

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

- The nuisance properties were not maintained by the owners and the City incurred costs to abate the nuisance.
- Minnesota State Statutes provide that the City may levy a special one-year assessment for these costs.
- Notice of the certification was published in the *Sun Current* on October 5, 2017.

**C. CRITICAL TIMING ISSUES:**

- N/A

**D. FINANCIAL IMPACT:**

- The proposed special assessment for the elimination of public health or safety hazards from private property is \$2,017.50 with an additional 5% interest penalty.
- The proposed special assessment for weed elimination from private property is \$3,385.00 with an additional 5% interest penalty.
- Costs incurred for city staff time in the cleanup of the properties or to remove the weeds are included in the special assessment amount.
- A \$25.00 administrative fee is charged to all properties.
- The affected property owner may prepay the original principal amount without interest within 30 days from the date the Council adopts the assessment. If the original principal amount is not paid, the assessment will be charged 5% interest.

**E. LEGAL CONSIDERATION:**

- No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the attached resolution and have the costs absorbed by the City.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION ADOPTING ASSESSMENT FOR  
WEED ELIMINATION FROM PRIVATE PROPERTY AND REMOVAL OR  
ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM PRIVATE  
PROPERTY.**

**WHEREAS**, pursuant to proper notice duly given as required by law, the City Council has met and passed upon all objections to the proposed assessment for current services related to weed elimination from private property and removal or elimination of public health or safety hazards from private property in the City of Richfield:

Property Address	Property ID Number	Weed Elimination	Public Health or Safety Hazards
1545 Fern Drive	35-028-24-11-0068	125.00	-
1820 66th Street W	28-028-24-24-0089	145.00	-
6236 Bloomington Ave S	26-028-24-12-0049	290.00	-
6340 15th Ave S	26-028-24-12-0085	125.00	-
6345 15th Ave S	26-028-24-12-0109	125.00	-
6410 Knox Ave S	28-028-24-24-0062	145.00	-
6600 4th Ave S	27-028-24-41-0044	270.00	100.00
6612 Girard Ave S	28-028-24-42-0033	125.00	-
6616 Sheridan Ave S	29-028-24-41-0055	125.00	-
6618 Park Ave	26-028-24-32-0020	125.00	-
6639 Bloomington Ave S	26-028-24-41-0059	145.00	-
6800 13th Ave S	26-028-24-43-0017	-	300.00
6800 Thomas Ave S	29-028-24-43-0001	-	100.00
6821 10th Ave S	26-028-24-34-0063	-	100.00
6829 Elliot Ave S	26-028-24-34-0088	-	100.00
6845 Upton Ave S	29-028-24-43-0013	145.00	-
6937 Nicollet Ave S	27-028-24-43-0018	145.00	-
7028 15th Ave S	35-028-24-12-0115	145.00	-
7028 Oakland Ave S	35-028-24-22-0092	270.00	-
7100 Portland Ave	34-028-24-11-0105	125.00	-
7144 4th Ave S	34-028-24-11-0044	415.00	130.00
7316 Pleasant Ave	34-028-24-23-0144	125.00	-
7500 11th Ave S	35-028-24-31-0033	-	115.00
7539 Washburn Ave S	32-028-24-42-0106	-	130.00
7632 Chicago Ave S	35-028-24-33-0056	125.00	-
7645 Nicollet Ave S	34-028-24-43-0070	145.00	-
7700 Bloomington Ave S	35-028-24-43-0001	-	442.50
6845 Washburn Ave S	29-028-24-43-0061	-	250.00
6944 Pleasant Ave S	27-028-24-33-0027	-	250.00
	Total	\$3,385.00	\$2,017.50

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

1. Such proposed assessment roll, in the amount of \$5,402.50, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may at any time prior to certification of the assessment to the County Auditor and within 30 days of the date the City Council adopts the assessment, pay the whole assessment on such property to the City's Assessing Division without interest. Payments received after the expiration of the 30 day prepayment period, but received prior to November 28, 2017 will be charged interest through the date of payment. Payments will not be accepted between November 28, 2017 and January 1, 2018.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield this 24th day of October, 2017.

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Pat Elliott, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 181**  
**CITY COUNCIL MEETING**  
**10/24/2017**

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

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Cancel a public hearing to consider a resolution granting approval of the final plat of the Cedar Point Commons Second Addition.**

**EXECUTIVE SUMMARY:**

The City Council approved final development plans and a preliminary plat for the Cedar Point Commons Second Addition on August 23, 2016. Since that time, the retail building has been constructed and opened and plans for a daycare user for the northern half of the site have continued to move forward. A final plat application has been received and reviewed; the property owner (Hempel Companies) is working to address final plat comments from the city, Hennepin County, and the Three Rivers Park District. Revised plans have not been received. A new public hearing will be scheduled upon receipt of plans.

**RECOMMENDED ACTION:**

**By motion: Cancel a public hearing to consider approval of a final plat for the Cedar Point Commons Second Addition.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- See executive summary

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

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

C. **CRITICAL TIMING ISSUES:**

- None

D. **FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- Notice of this public hearing was published in the *Sun Current*.
- New notice will be published when revised application materials are received.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None



**STAFF REPORT NO. 182**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
10/15/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of an ordinance amending residential driveway regulations and consideration of a resolution authorizing summary publication of said ordinance.**

**EXECUTIVE SUMMARY:**

At the direction of the City Council, planning staff researched potential modifications to driveway regulations. Current regulations prohibit properties with narrow, single-car garages from having a driveway that is wider than the garage itself. City staff and Council Members annually receive a small number of complaints regarding this policy. In conjunction with relaxing that particular regulation, staff is also proposing modifications to other driveway regulations, which were last amended in 2005.

Under current regulations, driveway width is determined in two ways:

- Definition of "driveway": A driveway must lead to a garage or other authorized parking area. Parking in the front yard area is only permitted on driveways.
- Based on lot width: no more than 35% of the front yard area, up to 22 feet maximum. This results in potential driveway widths of 17.5 feet (50 foot lot), 21 feet (60 foot lot), and 22 feet (75 foot lots and larger).

For properties with narrow single-car garages, driveway width is limited to as little as 10 to 14 feet, regardless of lot width. This has been found to be an overly restrictive policy, making it difficult or impossible to park two cars side-by-side or bypass a parked car at any point. Properties that fall into this category make up a fair percentage of the housing stock in Richfield. Furthermore, current regulations do not specify how and where a driveway should taper from its maximum width at the garage down to an existing curb cut that is narrower. This lack of specificity has resulted in driveways being widened out to the curb without replacing the curb cut.

To remedy those related issues, staff recommends amending the clause regarding lot widths and adding a new clause to the ordinance, as follows:

1. Width shall not exceed 35% of the front yard area, up to 20 feet maximum, whichever is less;
2. Driveway width shall not exceed the width of the curb cut within 20 feet of the curblines. Beyond that point, width may increase to the number established by Item (1). The widened portion of the driveway shall be screened with plantings.

Since the first reading of the ordinance on October 10, 2017, the method of measurement was changed from "within 10 feet of the property line" to "within 20 feet of the curbline." The reason for the change is that it would be an administrative hardship to locate property lines for every driveway expansion. The proposed change is slightly less restrictive than the first reading language. A diagram is attached to this report to clarify the difference in measurements.

### **Other proposed changes to driveway regulations:**

In addition to relaxing the regulation for narrow garages, staff is proposing to modify the following:

- Lots with alley access will not be permitted to install a curb cut in the front yard. This is the current policy for new homes constructed through the Richfield Rediscovered program and staff recommends making this policy effective citywide. If unique conditions exist, necessitating a front driveway when alley access is provided, a property owner may apply for a variance.
- Corner lots will only be permitted one curb cut. Currently, corner properties are eligible for a curb cut to each street. Most corner properties have garages accessed from the street/corner side rather than the front. A small number of corner properties do have front driveways, and under current policy are allowed to retain a front driveway when adding a new garage and driveway on the street/corner side. Many of those existing front driveways on corner properties are closer to the intersection than allowed by ordinance. This change would require removal of an existing front driveway if a new garage and driveway are added on the street/corner side of the property.
- Turnaround areas will only be permitted on arterial streets. Currently, the ordinance allows turnarounds on arterials and collectors. In practice, turnarounds exist only on arterials - very few have been constructed on collector streets. With the exception of Bloomington Avenue north of 66th Street and 12th Avenue south of 66th Street, the remainder of collector streets run east-west and do not abut the front yard area of residential properties. Wider driveways (and/or turnarounds) are permitted in corner/street side yards. See the "Policies" section below for a complete list of arterial and collector streets.

Benefits of limiting driveway widths in the front yard and boulevard area include: minimizing impervious surfaces, retaining space for boulevard trees, retaining on-street parking capacity, and maintaining existing neighborhood aesthetics.

### **RECOMMENDED ACTION:**

By motion:

1. **Approve an ordinance amending residential driveway regulations.**
2. **Approve a resolution authorizing summary publication of an ordinance amending residential driveway regulations.**

### **BASIS OF RECOMMENDATION:**

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

- Driveway regulations were last amended in 2005. See attached Council Memo No. 66 for a summary of past actions and Council direction to study the issue.

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

"Driveway" is defined as follows (Zoning Code Section 507.07, Subdivision 36):

*An area designed to provide ingress and egress for motor vehicles from the street to a garage or other authorized off-street parking area; the term does not include:*

- *A noncontiguous area exclusively set aside or used for the parking and storage of recreational vehicles and equipment; or*
- *Parking lots.*

Changes are proposed to the following subsections regulating driveways in the front yard and boulevard area:

Single-Family Residential (R) - 514.05 Subd. 6

Low-Density Single-Family Residential (R-1) - 518.05 Subd. 6

Two-Family Residential (MR-1) - 522.05 Subd. 6

**Effects of proposed changes to driveway width in front yard and boulevard area:**

All lot widths: A driveway with a narrower curb cut would retain the existing width within 20 feet of the curb, then be allowed to expand up to 17.5 feet to 20 feet (depending on lot width), regardless of current garage width.

50 foot lot with existing wider curb cut or wider garage – no change.

60 foot lot with existing wider curb cut or wider garage – reduction in maximum driveway width from 21 feet to 20 feet.

75 foot lot with existing wider curb cut or wider garage – reduction in maximum driveway width from 22 feet to 20 feet.

Driveways on the street/corner side of corner lots (not in front yard area) – no change.

Arterial and collector streets are designated as follows:

**ARTERIAL**

66th Street

Lyndale Avenue

Nicollet Avenue

Penn Avenue

Cedar Avenue

Xerxes Avenue (62nd to 66th Streets)

76th Street (Girard to Xerxes Avenues)

77th Street (Cedar Avenue to 35W)

**COLLECTOR**

12th Avenue (66th to 78th Streets)

Bloomington Avenue (62nd to 66th Streets)

Diagonal Boulevard

65th Street (Nicollet Ave to Rae Dr)

70th Street (Diagonal Blvd to Lyndale Ave)

73rd Street (Diagonal Blvd to Lyndale Ave)

76th Street (Cedar to Girard Avenues)

In instances where the full text of an amendment is cumbersome and the expense of publication of the full text is not justified, the city is permitted to publish a summary of the approved text.

**C. CRITICAL TIMING ISSUES:**

- None

**D. FINANCIAL IMPACT:**

- None

**E. LEGAL CONSIDERATION:**

- A public hearing to consider this ordinance was held before the Planning Commission on September 25, 2017. Notice of this public hearing was published in the Sun Current newspaper in accordance with state and local requirements. No members of the public spoke.
- The Planning Commission recommended approval of the attached ordinance (5-0).
- The Council approved a first reading of the ordinance on October 10, 2017.

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Resolution - Summary Publication	Resolution Letter
<input type="checkbox"/> City Council Memo No. 66 - Driveway Size Regulations	Backup Material
<input type="checkbox"/> Attached garage diagram	Backup Material
<input type="checkbox"/> Detached garage diagram	Backup Material
<input type="checkbox"/> Examples from Google Street View	Backup Material

Measurement change exhibit

Exhibit

BILL NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE  
TO UPDATE RESIDENTIAL DRIVEWAY REGULATIONS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1            Subsection 514.05, Subdivision 6 of the Richfield City Code relating to allowable accessory buildings and uses in the Single-Family Residential (R) District is amended to read as follows:

**Subd. 6.** Private driveways, parking areas, turnaround areas, and sidewalks for residential uses, provided the following conditions are met:

- a) All such driveways, parking areas, turnaround areas, and sidewalks shall be set back no less than one foot from any lot line abutting another parcel, except that upon written request from the landowner, the Director may reduce or rescind this setback requirement for shared access agreements or with a finding of necessity and public convenience;
- b) All such driveways, parking areas, turnaround areas, and sidewalks shall be constructed with concrete, asphalt, concrete pavers, brick set in compacted sand, or other material approved by the Director;
- c) No parking area shall be permitted in the front yard area except as allowed by paragraph d);
- d) Within the front yard area, vehicles shall only be parked on the driveway area;
- e) Driveways, where located within the boulevard or the front yard area, are subject to the following requirements:
  - (i) ~~They shall not exceed 22 feet in width up to a maximum of 35% of the front yard area~~ Width shall not exceed 35% of the front yard area, up to 2022 feet maximum, whichever is less (curb cut radii excluded);
  - (ii) Driveway width shall not exceed the width of the curb cut within 20 feet of the curblines. Beyond that point, width may increase to the number established by item (i). The expanded portion of the driveway shall be screened with plantings;
  - (iii) Curb cut radii (five (5) feet minimum) shall not encroach upon the boulevard of abutting properties;
  - (iiiiv) On corner lots, driveways shall be set back at least 30 feet from an intersection, as measured from the point where the extended curblines of the streets intersect;
  - (iv) Only one (1) curb cut shall be permitted from a public street to an interior lot. ~~A corner lot may have one (1) curb cut from each public street,~~

~~provided the driveway setback requirement in item (iii) above is met and Lots with alley access shall not be permitted to install a curb cut;~~

(vi) Upon written request from the landowner, items (i), (ii), (iii), ~~and (iv)~~ and (v) above may be varied by the Director with a finding of necessity and public convenience;

- f) Any expansion, installation or replacement of a driveway, parking or turnaround area on a lot shall be subject to a city permit;
- g) Any expansion, installation or replacement of a curb cut from a public street to a lot shall be subject to a city permit and any curb cut abandoned with the installation of a new cut shall be extinguished and replaced with curb and gutter according to specifications determined by the Director of Public Works; ~~except as provided in (e) (iv), provided the curb cut meets all requirements of (e) and is in service for driveway or parking purposes; and~~
- h) A turnaround area may be located within a front yard subject to the requirements of this paragraph. The turnaround area is limited to the front yard of arterial ~~and collector~~ streets only. The turnaround area cannot exceed 150 square feet. The turnaround area must be contiguous to the driveway. The turnaround area shall be set back no less than 3 feet from any public sidewalk.

## Section 2

Subsection 518.05, Subdivision 6 of the Richfield City Code relating to allowable accessory buildings and uses in the Low-Density Single-Family Residential (R-1) District is amended to read as follows:

**Subd. 6.** Private driveways, parking areas, turnaround areas, and sidewalks for residential uses, provided the following conditions are met:

- a) All such driveways, parking areas, turnaround areas, and sidewalks shall be set back no less than one foot from any lot line abutting another parcel, except that upon written request from the landowner, the Director may reduce or rescind this setback requirement for shared access agreements or with a finding of necessity and public convenience;
- b) All such driveways, parking areas, turnaround areas, and sidewalks shall be constructed with concrete, asphalt, concrete pavers, brick set in compacted sand, or other material approved by the Director;
- c) No parking area shall be permitted in the front yard area except as allowed by paragraph d);
- d) Within the front yard area, vehicles shall only be parked on the driveway area;

- e) Driveways, where located within the boulevard or the front yard area, are subject to the following requirements:
  - (i) ~~They shall not exceed 22 feet in width up to a maximum of 35% of the front yard area~~ Width shall not exceed 35% of the front yard area, up to 2022 feet maximum, whichever is less (curb cut radii excluded);
  - (ii) Driveway width shall not exceed the width of the curb cut within 20 feet of the curblines. Beyond that point, width may increase to the number established by item (i). The expanded portion of the driveway should be screened with plantings;
  - (iii) Curb cut radii (five (5) feet minimum) shall not encroach upon the boulevard of abutting properties;
  - ~~(iiiiv)~~ (iv) On corner lots, driveways shall be set back at least 30 feet from an intersection, as measured from the point where the extended curblines of the streets intersect;
  - (iv) Only one (1) curb cut shall be permitted from a public street to an interior lot. ~~A corner lot may have one (1) curb cut from each public street, provided the driveway setback requirement in item (iii) above is met and~~ Lots with alley access shall not be permitted to install a curb cut;
  - (vi) Upon written request from the landowner, items (i), (ii), (iii), ~~and (iv)~~ and (v) above may be varied by the Director with a finding of necessity and public convenience;
- f) Any expansion, installation or replacement of a driveway, parking or turnaround area on a lot shall be subject to a city permit;
- g) Any expansion, installation or replacement of a curb cut from a public street to a lot shall be subject to a city permit and any curb cut abandoned with the installation of a new cut shall be extinguished and replaced with curb and gutter according to specifications determined by the Director of Public Works; ~~except as provided in (e) (iv), provided the curb cut meets all requirements of (e) and is in service for driveway or parking purposes; and~~
- h) A turnaround area may be located within a front yard subject to the requirements of this paragraph. The turnaround area is limited to the front yard of arterial ~~and collector~~ streets only. The turnaround area cannot exceed 150 square feet. The turnaround area must be contiguous to the driveway. The turnaround area shall be set back no less than 3 feet from any public sidewalk.

Section 3

Subsection 522.05, Subdivision 6 of the Richfield City Code relating to allowable accessory buildings and uses in the Two-Family Residential (MR-1) District is amended to read as follows:

**Subd. 6.** Private driveways, parking areas, turnaround areas, and sidewalks for residential uses, provided the following conditions are met:

- a) All such driveways, parking areas, turnaround areas, and sidewalks shall be set back no less than one foot from any lot line abutting another parcel, except that upon written request from the landowner, the Director may reduce or rescind this setback requirement for shared access agreements or with a finding of necessity and public convenience;
- b) All such driveways, parking areas, turnaround areas, and sidewalks shall be constructed with concrete, asphalt, concrete pavers, brick set in compacted sand, or other material approved by the Director;
- c) No parking area shall be permitted in the front yard area except as allowed by paragraph d);
- d) Within the front yard area, vehicles shall only be parked on the driveway area;
- e) Driveways, where located within the boulevard or the front yard area, are subject to the following requirements:
  - (i) ~~They shall not exceed 22 feet in width up to a maximum of 35% of the front yard area~~ Width shall not exceed 35% of the front yard area, up to 2022 feet maximum, whichever is less (curb cut radii excluded);
  - (ii) Driveway width shall not exceed the width of the curb cut within 20 feet of the curblines. Beyond that point, width may increase to the number established by item (i). The expanded portion of the driveway should be screened with plantings;
  - (iii) Curb cut radii (five (5) feet minimum) shall not encroach upon the boulevard of abutting properties;
  - (~~iii~~iv) On corner lots, driveways shall be set back at least 30 feet from an intersection, as measured from the point where the extended curblines of the streets intersect;
  - (iv) Only one (1) curb cut shall be permitted from a public street to an interior lot. A corner lot may have one (1) curb cut from each public street, provided the driveway setback requirement in item (~~iii~~iv) above is met. Lots with alley access shall not be permitted to install a curb cut; and
  - (v) Upon written request from the landowner, items (i), (ii), (iii), ~~and~~(iv) and (v) above may be varied by the Director with a finding of necessity and public convenience;
- f) Any expansion, installation or replacement of a driveway, parking or turnaround area on a lot shall be subject to a city permit;

- g) Any expansion, installation or replacement of a curb cut from a public street to a lot shall be subject to a city permit and any curb cut abandoned with the installation of a new cut shall be extinguished and replaced with curb and gutter according to specifications determined by the Director of Public Works, except as provided in (e) (iv), provided the curb cut meets all requirements of (e) and is in service for driveway or parking purposes; and
- h) A turnaround area may be located within a front yard subject to the requirements of this paragraph. The turnaround area is limited to the front yard of arterial ~~and collector~~ streets only. The turnaround area cannot exceed 150 square feet. The turnaround area must be contiguous to the driveway. The turnaround area shall be set back no less than 3 feet from any public sidewalk.

Section 4            This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 24th day of October, 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING SUMMARY PUBLICATION  
OF AN ORDINANCE TO UPDATE  
RESIDENTIAL DRIVEWAY REGULATIONS**

**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 PUBLICATION  
BILL NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE  
TO UPDATE RESIDENTIAL DRIVEWAY REGULATIONS**

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

This ordinance revised regulations related to driveway widths in the boulevard and front yard area in the Single-Family Residential (R and R-1) and Two-Family Residential (MR-1) Districts. The ordinance relaxed restrictions on driveway width for properties with narrow garages, while clarifying how wider driveways shall be tapered to meet existing narrower curb cuts. The ordinance restricts properties with alley access from adding front driveways, and limits the addition of turnaround areas to arterial streets. The ordinance also restricts corner properties from having two driveways (R and R-1 Districts only).

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 24th day of October, 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

July 6, 2017

Council Memorandum No. 66

The Honorable Mayor  
and  
Members of the City Council

Subject: Driveway Size Regulations

Council Members:

In 2004, the Council asked staff to review the City's front-yard parking regulations. Both Council Members and citizens had expressed concerns about what was seen as excessive amounts of paving and vehicles in the front yards of residential properties. The issue was particularly a problem along major streets where on-street parking was and remains prohibited.

A moratorium was put in place in 2004 so the city could study the issue. City regulations at that time allowed up to 50% of front yards to be paved in many instances. Residents were using this paved area for parking, sometimes resulting in up to a dozen vehicles parked in the front yard of some homes. After the study was completed, the City Council passed a new ordinance that severely limited excessive driveway areas.

New regulations were adopted by the Council in 2005. These regulations:

- Prohibited front yard parking (parking would be allowed on driveways only).
- Driveways continued to be defined as areas that led to a garage or other approved parking areas (in side or back yards).
- In all cases, driveways were limited to 22 feet or up to a maximum of 35% of the front yard area.
- On arterial and collector streets, a provision for a "turnaround area" was created. The turnaround area was/is defined as "an area used for vehicle maneuvers." Turnaround areas are allowed to be up to 150 square feet and must be contiguous to the driveway. Parking is not allowed in turnaround areas.

Since the adoption of these rules, once or twice each summer, Inspections and/or Planning gets complaints from property owners with a single car garage about these rules. The rules prohibit a property with a single-car garage from having a driveway that is wider than the garage itself. While street parking is available in most locations (with the exception of snow emergencies), property owners would generally prefer to park on a driveway. A recent such request has been received by staff and some Council Members.

Unless Council Members object, staff will look at some potential options to relax the existing rules for properties with a single car garage to submit to the Council for your consideration. However, this will be done with careful attention to the underlying restrictions that were put in place in 2005 to correct a long standing problem identified by the City Council at that time.

Respectfully submitted,

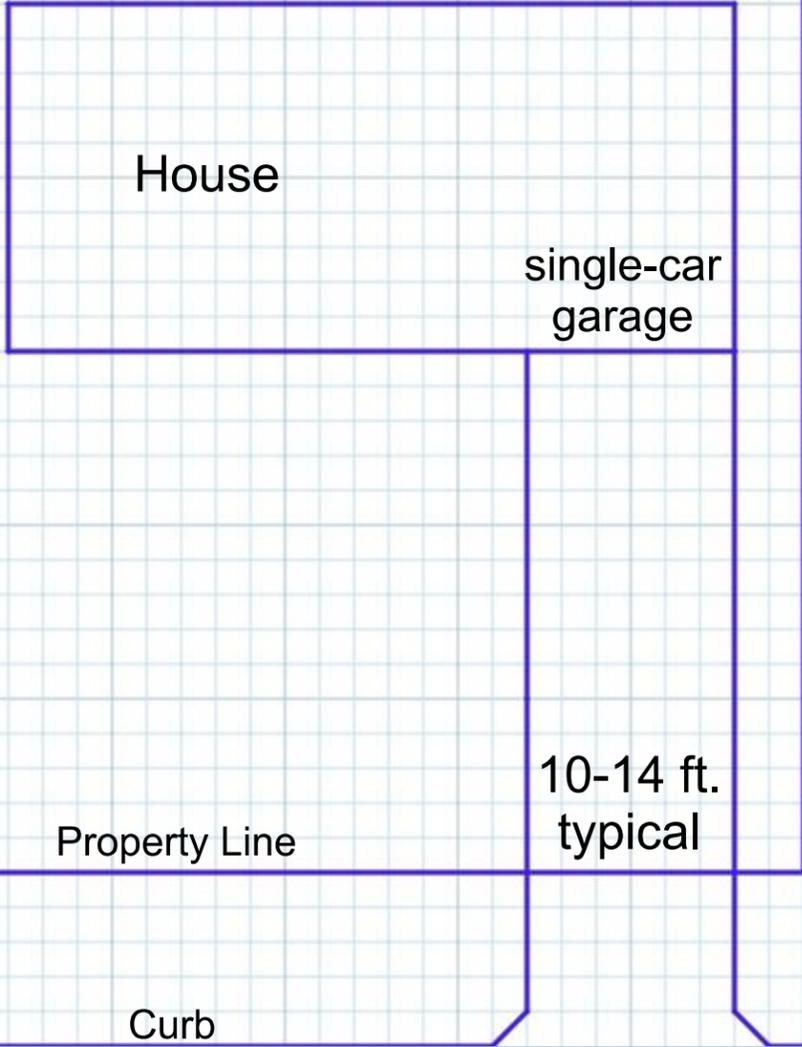
A handwritten signature in blue ink that reads "Steven L. Devich". The signature is written in a cursive, flowing style.

Steven L. Devich  
City Manager

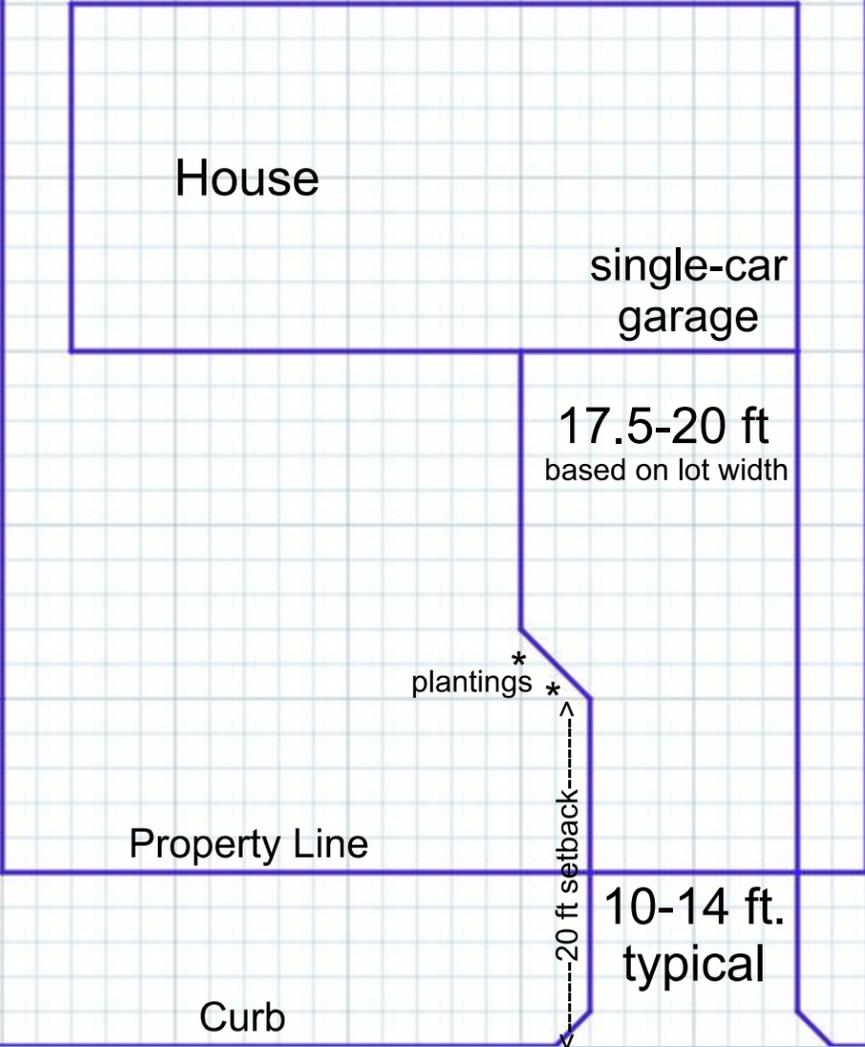
SLD:tff

Email: Assistant City Manager  
Department Directors  
City Planner

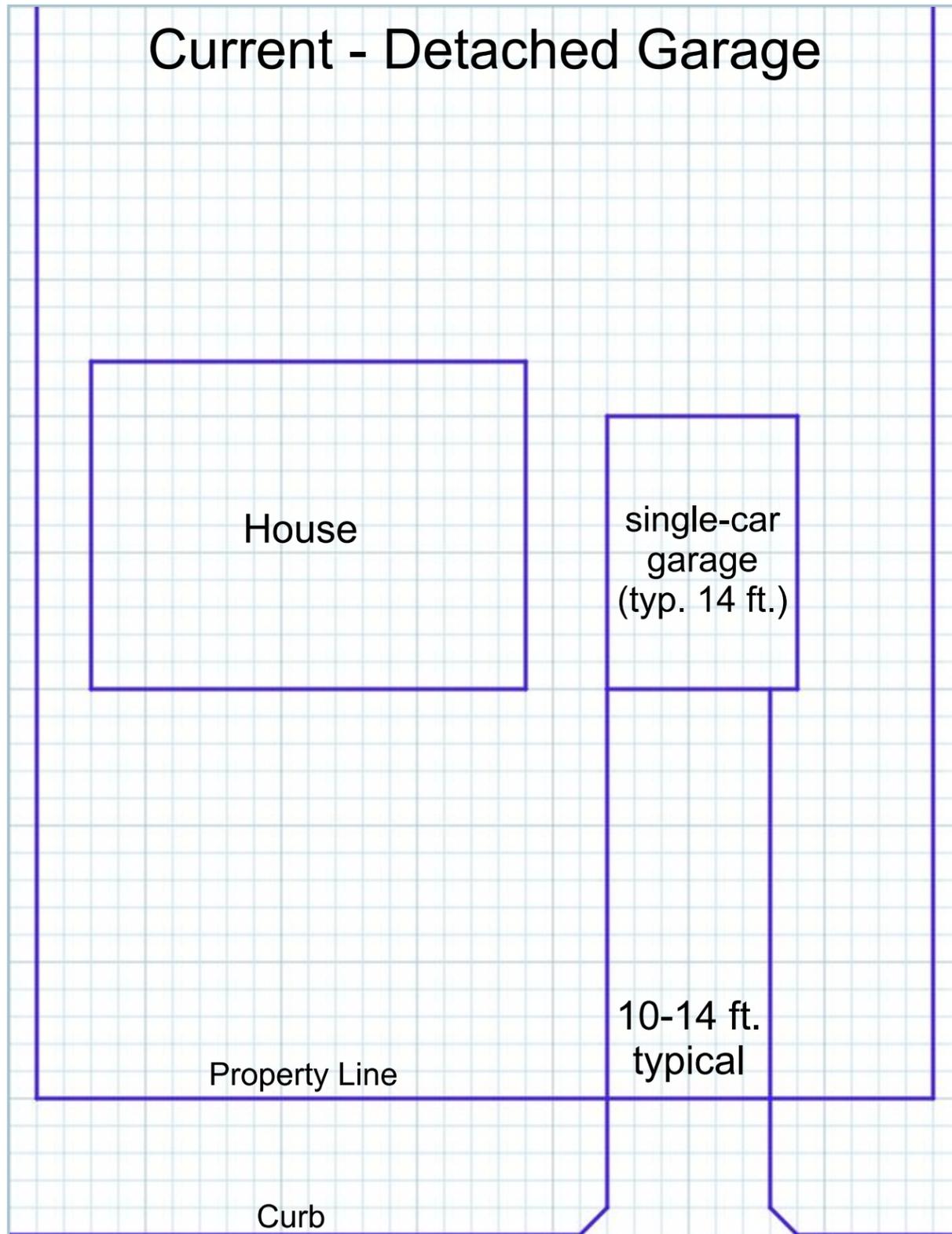
# Current - Attached Garage



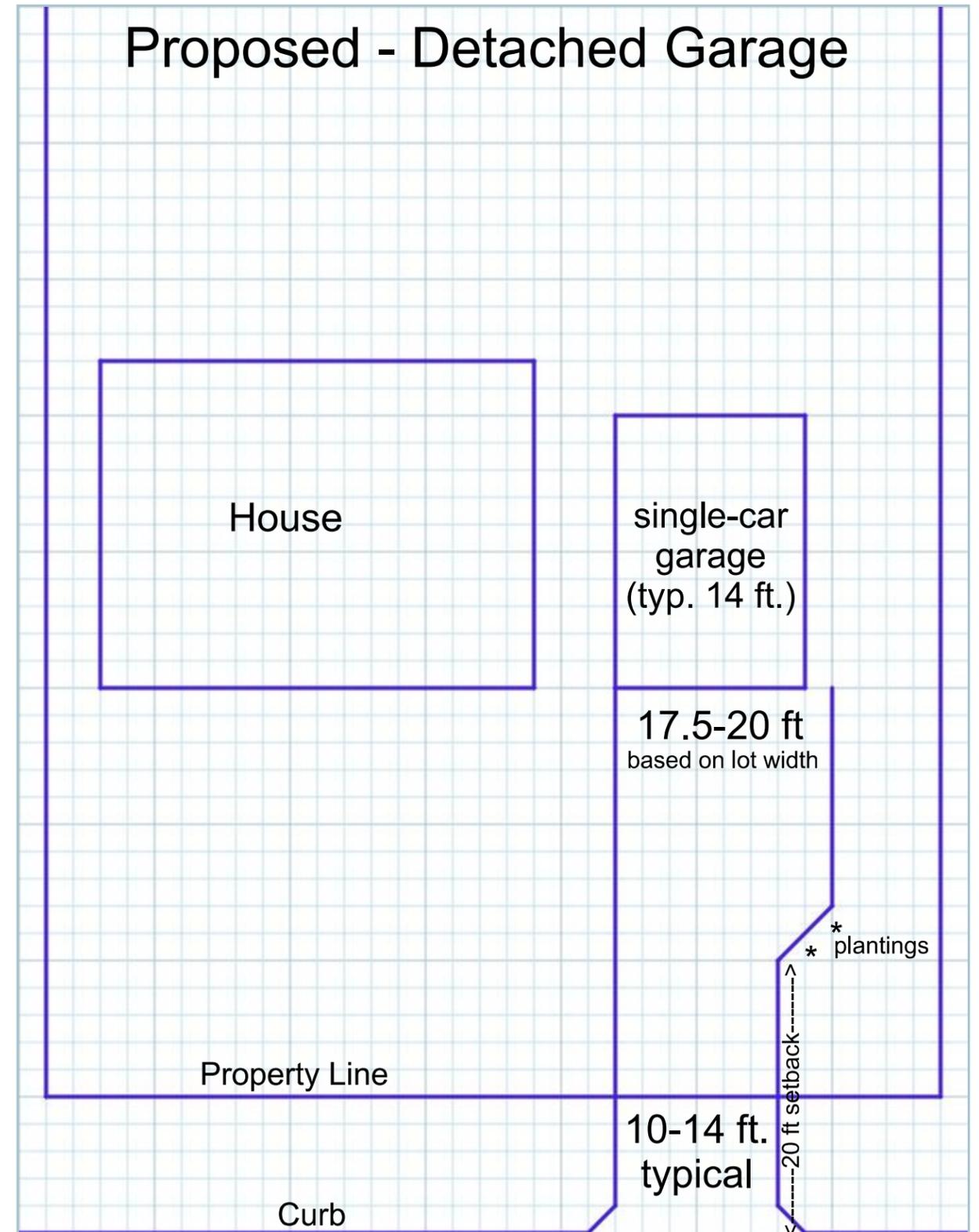
# Proposed - Attached Garage



# Current - Detached Garage

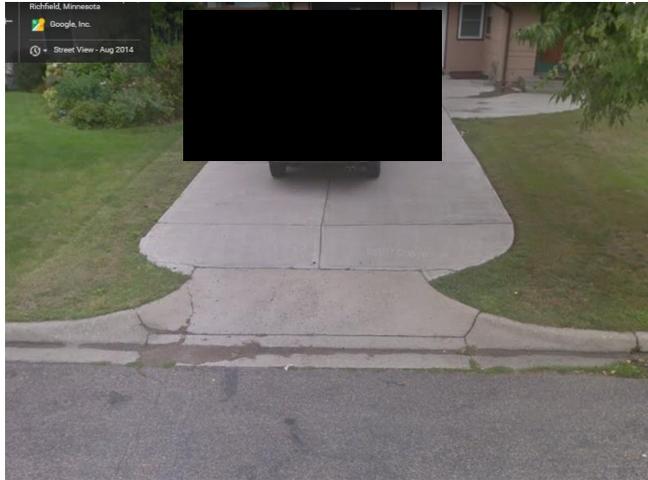


# Proposed - Detached Garage



## Examples of existing non-conforming or illegal driveway expansions in the boulevard

The ordinance amendment will clarify maximum width allowed in the boulevard area to avoid situations such as these:



## Existing narrow curb cut expands to a driveway wider than single-car garage:

This is currently not permitted, but will be permitted under the amended ordinance.



**Example of corner lot with two curb cuts and driveways (one on each street):**

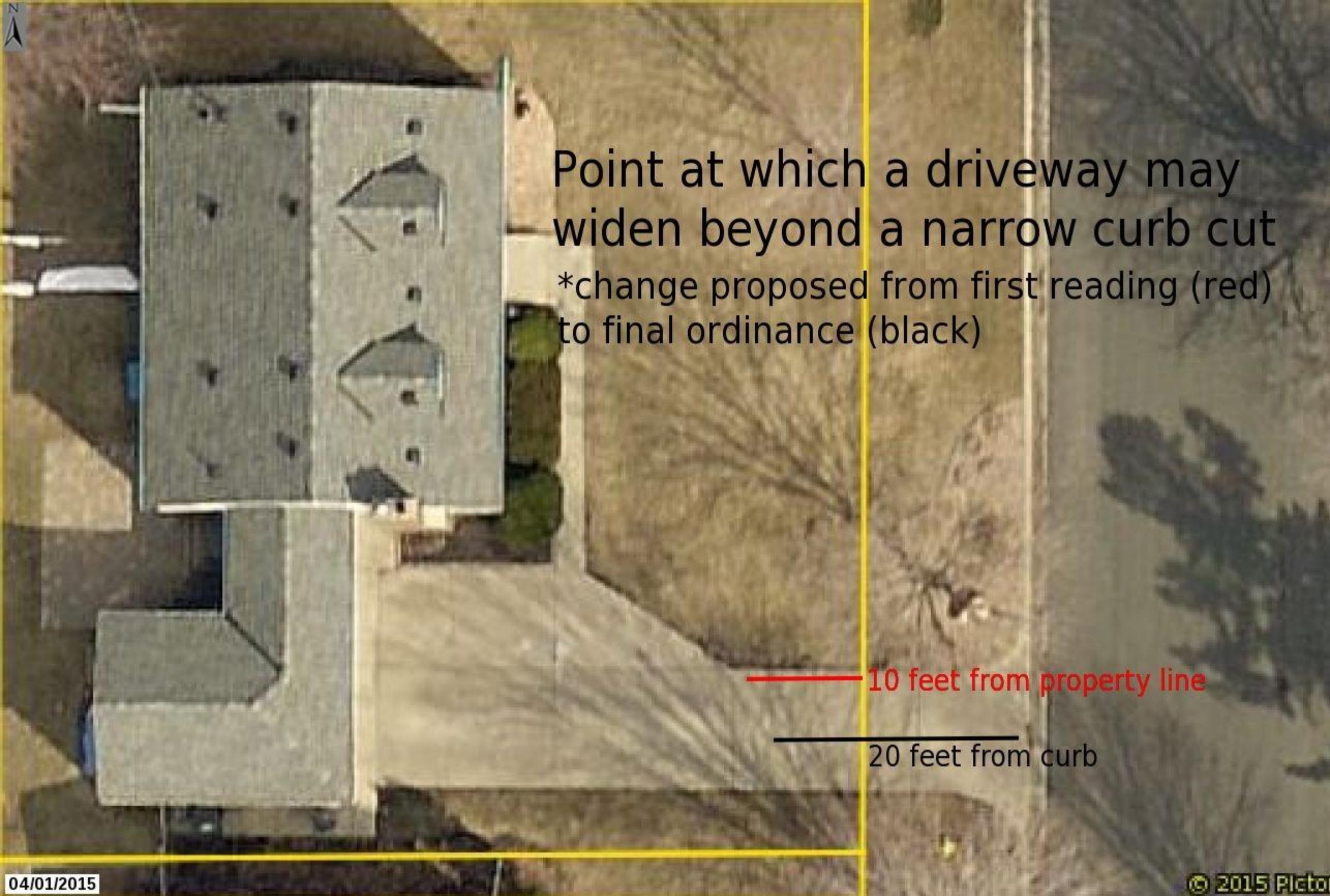
Under the proposed ordinance amendment, the existing front driveway would have been required to be removed before installing the new curb cut and detached garage. Additionally, this front driveway is non-conforming as it is too close to the intersection.



**Example of a front driveway on a block where all other properties use alley access:**

Under the proposed amendment, front yard driveways are prohibited where alley access is available. This is currently the city's policy for new homes constructed through the Richfield Rediscovered program and would be applied citywide.





Point at which a driveway may  
widen beyond a narrow curb cut  
\*change proposed from first reading (red)  
to final ordinance (black)

10 feet from property line

20 feet from curb



**STAFF REPORT NO. 183**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Jeff Pearson, City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a resolution authorizing the City of Richfield to enter into a Local Road Improvement Program Grant Agreement with the Minnesota Department of Transportation for \$4,310,000 to be used in right-of-way acquisition for the 77th Street Extension and Crossing of Trunk Highway 77.**

**EXECUTIVE SUMMARY:**

The City was awarded \$10,000,000 in the 2015 Local Road Improvement Program (LRIP) to be used towards right-of-way acquisition and construction of the 77th Street Extension and Trunk Highway (TH) 77 Crossing. The program is administered by the Minnesota Department of Transportation (MnDOT) and requires a grant agreement as part of the process to release funds. Once the agreement is in place, a portion of the LRIP funds will be available immediately for right-of-way acquisition in the amount of \$4,310,000.

The remainder of the \$10,000,000, as well as any funds remaining from this agreement after right-of-way acquisition, will be available for construction.

The City shall not sell, transfer, or lease any part of its ownership in real property acquired using these funds without the written consent of both MnDOT and the Commissioner.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution authorizing the City of Richfield to enter into a Local Road Improvement Program Grant Agreement with the Minnesota Department of Transportation (MnDOT Agreement No. 1029344) for \$4,310,000 to be used in right-of-way acquisition for the 77th Street Extension and Crossing of Trunk Highway 77.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The cost estimate to complete the 77th Street Underpass, including design, right-of-way acquisition, and construction is \$24.2 million.
- The 77th Street Underpass was earmarked in 2015 legislation to be funded through the LRIP.
- The LRIP funds can only be used for right-of-way acquisition and construction. City staff time will be covered using city funds.

- MnDOT administers the LRIP funding and requires a grant agreement with the City.
- According to MnDOT and the agreement, any remaining portion of the \$4.31M after right-of-way acquisition is complete will go back into the total LRIP project funding for construction.
- An additional \$2.1 Million for the 77th Street project was included in the 2014 bonding bill to be used for project design.
- Funding has also been secured from Hennepin County (\$1.5M) and Federal (\$7M) sources.

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

- Increasing capacity of the I-494 corridor and the 77th Street crossing of TH 77 are identified in the City's Comprehensive Plan (Chapter 6 - Transportation).
- On December 10, 2013, the City Council approved an Official Map for 77th Street including the extension and underpass of TH 77.

**C. CRITICAL TIMING ISSUES:**

- Right-of-way acquisition must be complete prior to construction.
- The remaining funding gap on the project is approximately \$4 Million; but this dollar amount will not be exact until after right-of-way acquisition is complete.

**D. FINANCIAL IMPACT:**

- The grant funds will be used toward the acquisition costs.

**E. LEGAL CONSIDERATION:**

- The City Attorney has reviewed the grant agreement and will be available at the meeting for questions.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council may choose to reject the LRIP Grant Agreement and direct staff on how to proceed; however, this would delay the right-of-way acquisition process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter
☐ Agreement	Contract/Agreement
☐ Application	Backup Material

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO  
ENTER INTO A LOCAL ROAD IMPROVEMENT PROGRAM  
(LRIP) GRANT AGREEMENT WITH THE MINNESOTA  
DEPARTMENT OF TRANSPORTATION FOR \$4,310,000 FOR  
PURCHASE OF RIGHT OF WAY ASSOCIATED WITH THE  
77<sup>TH</sup> STREET EXTENSION AND CROSSING OF TRUNK  
HIGHWAY 77.**

**WHEREAS**, the City of Richfield has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation fund for the 77<sup>th</sup> Street Extension and Trunk Highway 77 Crossing; and

**WHEREAS**, the City of Richfield has received a Local Road Improvement Program General Fund Grant for \$4,310,000; and

**WHEREAS**, The City intends to use these funds to pay for costs associated with the right of way required for the 77<sup>th</sup> Street Extension and Trunk Highway 77 Crossing; and

**WHEREAS**, Minnesota Statute 465.03 requires every acceptance of a grant or devise of real personal property on terms prescribed by the donor be made by resolution of a two-thirds majority of the City Council.

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

1. The City Council of the City of Richfield hereby authorizes the Mayor and City Manager to enter into a Local Road Improvement Program Grant Agreement with the Minnesota Department of Transportation for \$4,310,000.
2. Appropriate City personnel are authorized to administer the funds in accordance with the grant agreement and the terms described by the Minnesota Department of Transportation.
3. The City Council of the City of Richfield does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (2), and will use all funds exclusively for the project, pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)  
GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2015 Chapter 5- H.F. 2. Subd. 7. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes § 16 C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

\_\_\_\_CITY OF RICHFIELD\_\_\_\_\_  
 \_\_\_\_6700 PORTLAND AVENUE S\_\_\_\_\_  
 \_\_\_\_RICHFIELD, MN 55423\_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_JEFF PEARSON\_\_\_\_\_

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
77 <sup>TH</sup> St - TH77 Underpass 157-597-001	\$4,310,000	\$1,500,000	2020

3. Total Amount of LRIP Grant for all projects under this Agreement: \$\_\_\$4,310,000\_\_\_\_\_
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Completion Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions
- Exhibit G Jobs Reporting

5. Additional requirements, if any:
  
6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**

By: \_\_\_\_\_

Title: Mayor, City of Richfield

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richfield City Manager

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

*Approval and Certifying Encumbrance*

By: \_\_\_\_\_

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**Office of Financial Management, Grant Unit**

By: \_\_\_\_\_

Agency Grant Supervisor

Date: \_\_\_\_\_

**OFFICE OF CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Contract Administrator

Date: \_\_\_\_\_



**EXHIBIT B****PROJECT COMPLETION SCHEDULE**

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

Complete Appraisal and Relocation Benefits for Full Purchase Parcel	November/December 2017
Make Purchase Offer of Full Purchase Parcel	December 2017
Complete Purchase/Condemnation Process of Full Purchase Parcel	2018
Complete Temporary Easement Process	2018
Project Construction	2019-2020

**EXHIBIT C**

**BOND FINANCED PROPERTY CERTIFICATION**

State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Hennepin, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated \_\_\_\_\_, 20\_\_\_\_; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*[name of Public Entity grantee]*, a political  
subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

THAT PART OF SE 1/4 OF SE 1/4 LYING E OF THE SLY EXTENSION OF THE E LINE OF 18TH AVE S AS LAID OUT IN THE PLAT OF LARSONS SOUTH VIEW



**EXHIBIT D**

GRANT APPLICATION

Attach the grant application for the project

A. Applicant Information		
1. Title: <b>Mr.</b>	2. First Name: <b>Jeff</b>	3. Last Name: <b>Pearson</b>
4. Phone Number: <b>612-861-9791</b>	5. E-mail: <b>jpearson@richfieldmn.gov</b>	
6. Agency: <b>Richfield</b>	7. Agency Position: <b>City Engineer</b>	
8. Street Address: <b>6700 Portland Ave S</b>		
9. Additional Address Line: <b></b>		
10. City: <b>Richfield</b>	11. State: <b>MN</b>	12. Zip Code: <b>55423</b>
13. Is the applicant a sponsor on this project? <b>Please Select</b>		

B. Project Location	
1. MnDOT District: <b>05 - Metro</b>	2. County: <b>Hennepin</b>
3. City: <b>Richfield</b>	4. Township: <b></b>
5. Name of Road: <b>77th Street</b>	6. Type of Road: <b>Municipal State Aid Street</b>
7. Road Authority*: <b>State Aid City</b>	8. Road Authority Name*: <b>Richfield</b>
9. Project Termini: From <b>16th Ave S</b>	10. To: <b>Longfellow Ave</b>

\*Complete if road authority is not the applicant.

C. Project Description
1. Select type of project. <b>Reconstruction</b>
2. Provide a detailed description of the proposed project (2,000 character limit). Right-of-way for construction of a 77th Street extension via underpass of TH 77 including traffic lanes, sidewalk, and regional multi-use trail.

D. Eligibility						
1. Select the LRIP Account your project is eligible under. <b>Routes of Regional Significance</b>						
2. Does your project meet one or more of the Routes of Regional Significance Criteria (select all that apply)?						
<table border="0"> <tr> <td><input type="checkbox"/> Farm to Market route</td> <td><input type="checkbox"/> Part of a 10-ton route network</td> </tr> <tr> <td><input checked="" type="checkbox"/> Part of an economic development plan</td> <td><input type="checkbox"/> Connect to regional tourist destination</td> </tr> <tr> <td><input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road</td> <td><input type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road</td> </tr> </table>	<input type="checkbox"/> Farm to Market route	<input type="checkbox"/> Part of a 10-ton route network	<input checked="" type="checkbox"/> Part of an economic development plan	<input type="checkbox"/> Connect to regional tourist destination	<input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road	<input type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road
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<input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road	<input type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road					
3. Describe the project contribution to the local, regional or state economic development or redevelopment efforts (1,500 character limit). The 77th Street Underpass Project will directly connect the developed I-494 commercial strip to the following destinations: - MSP International Airport - Commercial shipping centers - Metro Transit South Garage - Mall of America/Bloomington South Loop area. The project will connect to identified redevelopment areas along both I-494 and TH 77.						

### E. Project Readiness

1. Construction Year: **2019**

2. Does the project have any historical/archeological impacts?

**No. There are no historical/archeological impacts**

3. Are there railroad impacts (railroad crossings or railroad tracks within 600' of the project)?

**No RR crossings or RR tracks within 600'**

4. What is the status of the engineering and design work on the project?

**Design in progress**

5. What is the Right-of-Way (R/W) status of the project?

**Additional R/W is needed and is not yet acquired**

### F. Safety

1. Is this project or components of this project identified in a County Safety Plan? **No**

2. If applicable, select the appropriate focus area your project/safety strategy align with in the [Minnesota Strategic Highway Safety Plan](#).

**Not applicable**

3. Identify the transportation deficiency, type of crash, or safety hazard this project is trying to address (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The extension of 77th Street under TH 77 will facilitate the ability to consolidate freeway access at Portland Ave and Lyndale Ave and remove access points at 12th Ave and Nicollet Ave along I-494. This access consolidation will improve safety and traffic flow on I-494. The connection to 24th Ave that the 77th Street underpass provides is identified by the 2010 Metro Highway System Investment Study as a necessary component in this access control implementation.

4. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

[Click here to enter text](#)

### G. Multimodal/Complete Street

Identify infrastructure improvements for non-motorized users on this project (1,500 character limit).

**The project includes pedestrian sidewalks and a Three Rivers Park Regional Trail. Both will provide a direct connection to employment and recreation centers that doesn't exist today.**

### H. Estimated Project Cost

#### Source of Funding

1. LRIP Request:	<b>4,310,000</b>
2. Federal Funds:	<b>0</b>
3. State Aid Funds:	<b>0</b>
4. Local/Other Funds:	<b>1,500,000</b>

#### H. Estimated Project Cost

5. Total Project Cost: **5,810,000**

#### I. Attachments

- At least one project location map with routes labeled
- Engineer's Estimate with an itemized breakdown
- Project schedule
- Local agency resolution
- Sponsor agency resolution (if applicable)
- Letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP\_RamseyCounty\_CSAH30.docx.

The application and attachments are due November 3, 2017 for county and state aid city applicants and December 1, 2017 for township and non-state aid city applicants. Applications and attachments should be submitted electronically to [saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us).

More information on the program is available on the Local Road Improvement Program website, <http://www.dot.state.mn.us/stateaid/lrip.html>. If you have questions regarding this solicitation, contact Patti Loken at 651-366-3803 or [Patti.Loken@state.mn.us](mailto:Patti.Loken@state.mn.us).

**EXHIBIT E**

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR \$4,310,000 FOR PURCHASE OF RIGHT OF WAY ASSOCIATED WITH THE 77<sup>TH</sup> STREET EXTENSION AND CROSSING OF TRUNK HIGHWAY 77.**

**WHEREAS**, the City of Richfield has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation fund for the 77<sup>th</sup> Street Extension and Trunk Highway 77 Crossing; and

**WHEREAS**, the City of Richfield has received a Local Road Improvement Program General Fund Grant for \$4,310,000; and

**WHEREAS**, The City intends to use these funds to pay for costs associated with the right of way required for the 77<sup>th</sup> Street Extension and Trunk Highway 77 Crossing; and

**WHEREAS**, Minnesota Statute 465.03 requires every acceptance of a grant or devise of real personal property on terms prescribed by the donor be made by resolution of a two-thirds majority of the City Council.

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

1. The City Council of the City of Richfield hereby authorizes the Mayor and City Manager to enter into a Local Road Improvement Program Grant Agreement with the Minnesota Department of Transportation for \$4,310,000.
2. Appropriate City personnel are authorized to administer the funds in accordance with the grant agreement and the terms described by the Minnesota Department of Transportation.
3. The City Council of the City of Richfield does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (2), and will use all funds exclusively for the project, pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

**EXHIBIT F**

**GENERAL TERMS AND CONDITIONS FOR  
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS**

**Article I  
DEFINITIONS**

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and the performance of activities denoted in Section 2.03 to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II GRANT**

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has, or will acquire, one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date. In addition, the Public Entity represents and warrants that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property in the manner specified in Section 2.04

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) acquiring any of the ownership interests detailed in Section 2.02 (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii)

capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would

- impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
  - H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
  - I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
  - J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
  - K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
  - L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
  - M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
  - N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
  - O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
  - P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
  - Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of

Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.

- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.14 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III  
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695  
AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as “bond proceeds” under Section 148 of the Code (including “investment proceeds,” “invested sinking funds” and “replacement proceeds”) in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Code Section 148.
- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates

specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.14. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.14 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.14 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own

satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto,

and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.19.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 5.08 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise

on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.09 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.10 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.11 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.12 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

**Section 5.13 Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.14 Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including

equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

**Section 5.15 Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

**Section 5.16 Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

**Section 5.17 Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

**Section 5.18 Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

**Section 5.19 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

**Section 5.20 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

**Section 5.21 Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 sub. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

**Section 5.22 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.23 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.24 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.25 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.26 **Jobs Reporting.** If the project is valued at over \$5,000,000, pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Exhibit G** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 5.27 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Section 2.03 **Use of Proceeds** is modified as follows: The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) acquiring any of the ownership interests detailed in Section 2.02 (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway for the sole purpose of improving the trunk highway. ~~or within a trunk highway easement.~~

Section 2.09 **Notification of Event of Default** is modified as follows: The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within ~~seven~~ fifteen (715) days after ~~it has obtained knowledge of~~ the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 5.07 **Indemnification by the Public Entity** is modified as follows: The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, ~~or by any Counterparty, its officers, employees, or agents,~~ of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.19.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

**Exhibit G**  
**JOBS REPORTING**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
  - (i) less than \$10.00,
  - (ii) \$10.01 to \$15.00,
  - (iii) \$15.01 to \$20.00,
  - (iv) \$20.01 to \$25.00,
  - (v) \$25.01 to \$30.00,
  - (vi) \$30.01 to \$35.00,
  - (vii) \$35.01 to \$40.00, or
  - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

A. Applicant Information		
1. Title: Mr.	2. First Name: Jeff	3. Last Name: Pearson
4. Phone Number: 612-861-9791	5. E-mail: jpearson@richfieldmn.gov	
6. Agency: Richfield	7. Agency Position: City Engineer	
8. Street Address: 6700 Portland Ave S		
9. Additional Address Line:		
10. City: Richfield	11. State: MN	12. Zip Code: 55423
13. Is the applicant a sponsor on this project? Please Select		

B. Project Location	
1. MnDOT District: 05 - Metro	2. County: Hennepin
3. City: Richfield	4. Township:
5. Name of Road: 77th Street	6. Type of Road: Municipal State Aid Street
7. Road Authority*: State Aid City	8. Road Authority Name*: Richfield
9. Project Termini: From 16th Ave S	10. To: Longfellow Ave

\*Complete if road authority is not the applicant.

C. Project Description
1. Select type of project. Reconstruction
2. Provide a detailed description of the proposed project (2,000 character limit). Right-of-way for construction of a 77th Street extension via underpass of TH 77 including traffic lanes, sidewalk, and regional multi-use trail.

D. Eligibility						
1. Select the LRIP Account your project is eligible under. Routes of Regional Significance						
2. Does your project meet one or more of the Routes of Regional Significance Criteria (select all that apply)?						
<table border="0"> <tr> <td><input type="checkbox"/> Farm to Market route</td> <td><input type="checkbox"/> Part of a 10-ton route network</td> </tr> <tr> <td><input checked="" type="checkbox"/> Part of an economic development plan</td> <td><input type="checkbox"/> Connect to regional tourist destination</td> </tr> <tr> <td><input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road</td> <td><input type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road</td> </tr> </table>	<input type="checkbox"/> Farm to Market route	<input type="checkbox"/> Part of a 10-ton route network	<input checked="" type="checkbox"/> Part of an economic development plan	<input type="checkbox"/> Connect to regional tourist destination	<input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road	<input type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road
<input type="checkbox"/> Farm to Market route	<input type="checkbox"/> Part of a 10-ton route network					
<input checked="" type="checkbox"/> Part of an economic development plan	<input type="checkbox"/> Connect to regional tourist destination					
<input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road	<input type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road					
3. Describe the project contribution to the local, regional or state economic development or redevelopment efforts (1,500 character limit). The 77th Street Underpass Project will directly connect the developed I-494 commercial strip to the following destinations: - MSP International Airport - Commercial shipping centers - Metro Transit South Garage - Mall of America/Bloomington South Loop area. The project will connect to identified redevelopment areas along both I-494 and TH 77.						

### E. Project Readiness

1. Construction Year: **2019**

2. Does the project have any historical/archeological impacts?

**No. There are no historical/archeological impacts**

3. Are there railroad impacts (railroad crossings or railroad tracks within 600' of the project)?

**No RR crossings or RR tracks within 600'**

4. What is the status of the engineering and design work on the project?

**Design in progress**

5. What is the Right-of-Way (R/W) status of the project?

**Additional R/W is needed and is not yet acquired**

### F. Safety

1. Is this project or components of this project identified in a County Safety Plan? **No**

2. If applicable, select the appropriate focus area your project/safety strategy align with in the [Minnesota Strategic Highway Safety Plan](#).

**Not applicable**

3. Identify the transportation deficiency, type of crash, or safety hazard this project is trying to address (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The extension of 77th Street under TH 77 will facilitate the ability to consolidate freeway access at Portland Ave and Lyndale Ave and remove access points at 12th Ave and Nicollet Ave along I-494. This access consolidation will improve safety and traffic flow on I-494. The connection to 24th Ave that the 77th Street underpass provides is identified by the 2010 Metro Highway System Investment Study as a necessary component in this access control implementation.

4. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

[Click here to enter text](#)

### G. Multimodal/Complete Street

Identify infrastructure improvements for non-motorized users on this project (1,500 character limit).

**The project includes pedestrian sidewalks and a Three Rivers Park Regional Trail. Both will provide a direct connection to employment and recreation centers that doesn't exist today.**

### H. Estimated Project Cost

#### Source of Funding

- |                       |                  |
|-----------------------|------------------|
| 1. LRIP Request:      | <b>4,310,000</b> |
| 2. Federal Funds:     | <b>0</b>         |
| 3. State Aid Funds:   | <b>0</b>         |
| 4. Local/Other Funds: | <b>1,500,000</b> |

#### H. Estimated Project Cost

5. Total Project Cost: **5,810,000**

#### I. Attachments

- At least one project location map with routes labeled
- Engineer's Estimate with an itemized breakdown
- Project schedule
- Local agency resolution
- Sponsor agency resolution (if applicable)
- Letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP\_RamseyCounty\_CSAH30.docx.

The application and attachments are due November 3, 2017 for county and state aid city applicants and December 1, 2017 for township and non-state aid city applicants. Applications and attachments should be submitted electronically to [saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us).

More information on the program is available on the Local Road Improvement Program website, <http://www.dot.state.mn.us/stateaid/lrip.html>. If you have questions regarding this solicitation, contact Patti Loken at 651-366-3803 or [Patti.Loken@state.mn.us](mailto:Patti.Loken@state.mn.us).



**STAFF REPORT NO. 184**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Acting Community Development Director  
10/17/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of resolutions to either approve or deny a conditional use permit and variances for a restaurant with a drive-thru at 6529 Penn Avenue, 6545 Penn Avenue and 2210 66th Street West.**

**EXECUTIVE SUMMARY:**

Penn Avenue Partners II LLC ("applicant") has submitted an application requesting approval of a Dunkin' Donuts restaurant with drive-thru at 6529 Penn Avenue (currently CarHop) and related site improvements to the adjacent parcels at 6545 Penn Avenue (formerly Flowerama), and 2210 66th Street West (unimproved alley). The properties are zoned Mixed Use - Community (MU-C), and are located within the Penn Avenue Corridor Overlay District. Fast food or convenience restaurants are a conditional use in the MU-C District. The applicant has not indicated a specific tenant for the property at 6545 Penn Avenue, but permitted uses would include general retail, service, and office uses.

While this proposal advances many goals of the Comprehensive Plan, Mixed Use Zoning District, and Penn Avenue Design Guidelines, it falls short of several Code requirements. Along with the conditional use permit (CUP), the applicant is requesting approval of the following variances:

1. Proximity of drive-thru speaker to residential property: 150 feet required (85.64 feet proposed to east property line);
2. Building coverage: 25% coverage required (9.64% proposed);
3. Rear building setback: 15-foot maximum setback (85 feet proposed to east property line);
4. Buffer distance adjacent to residential property: 15 feet required (11.5 feet proposed along east property line);
5. Off-premise signs: the Zoning Code prohibits the use of signs that advertise a business or service that does not take place on the same premises as the sign. The applicant intends to retain the property as two separate parcels and proposes to install signs on each parcel that include advertising space for the business located on the other parcel.

The Planning Commission held a public hearing to consider the requests on September 25, 2017. The Planning Commission recommended approval of the conditional use permit to allow a restaurant, as well as variances to the rear building setback and reduced buffer yard adjacent to residential property. The Planning Commission also recommended approval of a variance to allow off-premise signs, with the condition that all signs comply with the Penn Avenue Corridor Design Guidelines. Citing potential impacts to residents in the

adjacent apartment building at 6532 Oliver Avenue, the Planning Commission recommended denial of the variance to reduce the drive-thru speaker distance requirement from 150 feet to 85 feet. The owner of the apartment building spoke at the public hearing and submitted a letter stating their objection to the variance request, citing similar concerns. The Planning Commission also recommended denial of a variance to the minimum building coverage requirement.

Notwithstanding the Planning Commission recommendation to approve the conditional use permit, denial of the building coverage variance necessitates denial of the entire application. If a variance is not approved to allow a building of this size and lot coverage, then a conditional use permit and site plan allowing said building must also be denied. Based on this rationale, staff has drafted a resolution denying the conditional use permit and all variances listed above.

Since the time of the Planning Commission meeting, the applicant has submitted additional information about the drive-thru speaker and the proposed use of automatic volume control technology. A technical memo attached to this report describes how the speaker takes into account ambient noise levels and adjusts output volume accordingly. Although it is staff policy to advance the recommendation of the Planning Commission, staff believes that the submitted information offers a compelling argument for a reduced drive-thru speaker setback. As such, staff has also prepared a resolution granting approval of the conditional use permit and all requested variances, subject to the conditions listed therein, should the Council wish to consider approval.

### **RECOMMENDED ACTION:**

**By motion: Approve either a resolution to approve or a resolution to deny a conditional use permit and variances for a restaurant with a drive-thru at 6529 Penn Avenue, 6545 Penn Avenue and 2210 66th Street West.**

### **BASIS OF RECOMMENDATION:**

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

- Various used auto sales businesses have operated at 6529 Penn Avenue since 1990. That type of use has long been considered incompatible with redevelopment goals in the Penn Avenue Corridor, and is not permitted in the Mixed Use Zoning District. CarHop has continued operating on the issuance of interim use permits for many years, typically renewed in one- to three-year increments. Flowerama closed the business at 6545 Penn Avenue in 2016 and the property has remained vacant since.

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

##### **Comprehensive Plan:**

In 2008, the city adopted the Penn Avenue Corridor Master Plan to help guide redevelopment of the area, and subsequently rezoned the properties to Mixed Use - Community (MU-C) with the Penn Avenue Corridor Overlay District. Select pages of the Penn Avenue Corridor Design Guidelines are attached to this report.

##### **Zoning:**

The MU-C Zoning District is intended to include shops and services that support the surrounding community. Ideally, a balanced mix of commercial, office and higher density residential uses would be included in this district. Class III (fast food/convenience) restaurants are a conditional use in the MU-C District, subject to the conditions listed in Subsection 537.05 Subdivision 5, further articulated in the attached document.

##### **Variances:**

Along with the Conditional Use Permit application, the applicant is requesting five variances, listed in the "Executive Summary" above. Variances may be granted from the literal provisions of this Code only when all of the following criteria are found to exist:

1. The applicant establishes that there are practical difficulties in complying with the official control. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. Economic considerations alone do not constitute practical difficulties;

2. Unusual or unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity, and such circumstances were not created by any persons presently having an interest in the property;
3. The variance, if granted, would not alter the character of the neighborhood. The completed project would not impair an adequate supply of light and air to adjacent properties, or substantially increase the congestion of public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish property values, or have a detrimental or injurious impact on surrounding properties;
4. The variance requested is the minimum variance that would alleviate the practical difficulty;
5. The variance requested is in harmony with the general purpose and intent of the ordinance and consistent with the comprehensive plan.

A full discussion of these criteria and findings can be found in the attached document.

**C. CRITICAL TIMING ISSUES:**

- 60-DAY RULE: The 60-day clock 'started' when a complete application was received on August 14, 2017. A decision or extension was required by October 13, 2017. At the applicant's request, the deadline was extended 60 additional days (120 days total). The City must issue a decision on this matter no later than December 12, 2017.

**D. FINANCIAL IMPACT:**

- None

**E. LEGAL CONSIDERATION:**

- A public hearing was held before the Planning Commission on September 25, 2017.
- Notice of the public hearing was published in the Sun Current newspaper on July 13 and September 14, 2017 and mailed to properties within 350 feet of the site on August 15, 2017.
- The owner of the adjacent apartment building at 6532 Oliver Avenue spoke in opposition to the proposal.
- The Planning Commission recommended approval of the conditional use permit and variances to the rear building setback, reduced buffer yard adjacent to residential property, and off-premise signs (4-1). The Planning Commission recommended denial of the variances to the drive-thru speaker distance requirement and the minimum building coverage requirement (4-1).

**ALTERNATIVE RECOMMENDATION(S):**

- Approve the alternate resolution granting a conditional use permit and all requested variances, with a finding that the new information presented regarding drive-thru speaker technology is a unique circumstance worthy of issuing a variance.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Karla Carlson, Capital Real Estate

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution (denial)	Resolution Letter
<input type="checkbox"/> Resolution (approval)	Resolution Letter
<input type="checkbox"/> Requirements attachment	Backup Material
<input type="checkbox"/> PAC Design Guidelines - select pages	Backup Material
<input type="checkbox"/> Site plans and elevations	Backup Material
<input type="checkbox"/> Zoning maps	Backup Material
<input type="checkbox"/> Applicant project narrative	Backup Material
<input type="checkbox"/> Applicant memo to Council - drive-thru noise levels	Backup Material
<input type="checkbox"/> Letter from Premier Properties (6532 Oliver Ave)	Backup Material

**RESOLUTION NO.**

**RESOLUTION DENYING A  
CONDITIONAL USE PERMIT AND VARIANCES  
FOR A RESTAURANT WITH DRIVE-THRU AT  
6529 PENN AVENUE, 6545 PENN AVENUE AND 2210 66TH STREET W**

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of a conditional use permit and variances to allow a Class III (fast food / convenience) restaurant at property commonly known as 6529 Penn Avenue and site plan approval at the property commonly known as 6545 Penn Avenue and 2210 66th Street West, legally described as parcels 1, 2 and 3 on the attached certificate of survey; and

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing for the requested conditional use permit and variances at its September 25, 2017 meeting; and

**WHEREAS**, the Planning Commission recommended approval of a conditional use permit for a restaurant and variances for building setbacks, buffer yard requirements, and off-premise signage, and recommended denial of variances for drive-thru speaker setback and minimum building coverage requirements, as described below; and

**WHEREAS**, notice of the public hearing was published in the Sun Current on July 13 and September 14, 2017 and mailed to properties within 350 feet of the subject property on August 15, 2017; and

**WHEREAS**, the Zoning Code states that any drive-up service window, teller or order station, or exterior loudspeaker shall be located at least 150 feet from any parcel with residential uses on the first floor, Subsection 537.05, Subd. 5; and

**WHEREAS**, the Zoning Code states that minimum building coverage of 25% is required for sites of 2 acres or less, and the maximum rear setback shall be 15 feet, Subsection 537.07;

**WHEREAS**, the Zoning Code states that a buffer yard of at least 15 feet shall be provided adjacent to residential property to protecting the values, quietude and privacy of the housing, Subsection 544.03, Subd. 6; and

**WHEREAS**, the Zoning Code prohibits the use of signs that advertise a product, business, service, event, or any other matter that is not available, or does not take place, on the same premises as the sign (off-premise signs), Subsection 549.21;

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

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above, as well as the following:
  - a. With respect to the application for a variance from Subsection 537.05, Subd. 5, the City Council makes the following findings for denial:

The only practical difficulty in meeting this requirement is the inclusion of the drive-thru, and the lack thereof does not prevent the property owner from using the property in a reasonable manner. Unique circumstances do not apply, as many properties along Penn Avenue are of similar lot depth and proximity to residential property. Allowing a drive-thru speaker within 85.64 feet of residential property would alter the character of the neighborhood and would not be in harmony with the general purpose and intent of the ordinance.
  - b. With respect to the application for variances from Subsection 537.07, the City Council makes the following findings for denial:

Requiring a building to cover 25% of a site of this size is not a practical difficulty. Unique circumstances do not apply to the property that do not also apply to other properties in the same zone or vicinity. The requested variance is not the minimum necessary, as a larger building could feasibly be constructed, covering closer to 25% of the site. The requested variance conflicts with the intent of the ordinance.
  - c. Notwithstanding the Planning Commission recommendation to approve the conditional use permit, denial of the building coverage variance necessitates denial of all requests. If a variance is not approved to allow the proposed building size (1,995 square feet) and lot coverage (9.64%), a conditional use permit and site plan allowing said building must also be denied; and
2. On the basis of the foregoing findings, the application for a conditional use permit and variances are denied.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of October 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

**RESOLUTION NO.**

**RESOLUTION APPROVING A  
CONDITIONAL USE PERMIT AND VARIANCES  
FOR A RESTAURANT WITH DRIVE-THRU AT 6529 PENN AVENUE  
AND SITE PLAN APPROVAL AT 6545 PENN AVENUE AND 2210 66TH STREET W**

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of a conditional use permit and variances to allow a Class III (fast food / convenience) restaurant at property commonly known as 6529 Penn Avenue and site plan approval and sign variances at the property commonly known as 6545 Penn Avenue and 2210 66th Street West, legally described as parcels 1, 2 and 3 on the attached certificate of survey; and

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing for the requested conditional use permit and variances at its September 25, 2017 meeting; and

**WHEREAS**, the Planning Commission recommended approval of the conditional use permit for a restaurant and variances for building setbacks, buffer yard requirements, and off-premise signage, and recommended denial of variances for drive-thru speaker setback and minimum building coverage requirements, as described below; and

**WHEREAS**, notice of the public hearing was published in the Sun Current on July 13 and September 14, 2017 and mailed to properties within 350 feet of the subject property on August 15, 2017; and

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

**WHEREAS**, the Zoning Code states that any drive-up service window, teller or order station, or exterior loudspeaker shall be located at least 150 feet from any parcel with residential uses on the first floor, Subsection 537.05, Subd. 5; and

**WHEREAS**, the Zoning Code states that minimum building coverage of 25% is required for sites of 2 acres or less, and the maximum rear setback shall be 15 feet, Subsection 537.07;

**WHEREAS**, the Zoning Code states that a buffer yard of at least 15 feet shall be provided adjacent to residential property to protecting the values, quietude and privacy of the housing, Subsection 544.03, Subd. 6;

**WHEREAS**, the Zoning Code prohibits the use of signs that advertise a product, business, service, event, or any other matter that is not available, or does not take place, on the same premises as the sign (off-premise signs), Subsection 549.21;

**WHEREAS**, Minnesota Statutes Section 462.357, Subdivision 6, provides for the granting of variances to the literal provisions of the zoning regulations in instances where their

enforcement would cause “practical difficulty” to the owners of the property under consideration; and

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. With respect to the application for a variance from Subsection 537.05, Subd. 5, the City Council makes the following findings:  
The narrow depth of this parcel creates a practical difficulty for any property owner wishing to include a drive-thru along this section of Penn Avenue. The narrow depth of this parcel is a unique circumstance not created by this applicant. Granting the requested variance will not alter the character of the neighborhood, as drive-thru equipment specifications including information about noise levels and volume controls must be approved by the Community Development Director prior to installation. Equipment must include Automatic Volume Control (AVC) and city noise ordinances shall apply at all times. The variance requested is the minimum necessary to alleviate the practical difficulty, as the speaker is placed as far from the adjacent residential property as possible. The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.
3. With respect to the application for variances from Subsection 537.07, the City Council makes the following findings:  
Strict enforcement of this requirement would cause a practical difficulty. The applicant is proposing to use the property in a reasonable manner. The applicant would be permitted by right to replace the existing building as is under Minnesota State nonconformity laws. Instead, the applicant has proposed a new building that will significantly improve the site and bring it closer to compliance with other dimensional regulations. The Code exempts sites under two acres from the mixed use requirement. Given these facts, it is reasonable to allow a new, architecturally and functionally improved stand-alone building with drive-up service on this particular site. Granting the requested variance will not alter the character of the neighborhood or locality. It is anticipated that this will be an improvement to the area. The variance requested is the minimum necessary to alleviate the practical difficulty and does not conflict with the purpose or intent of the Ordinance or Comprehensive Plan.
4. With respect to the application for a variance from Subsection 544.03, Subd. 6, the City Council makes the following findings:  
Strict enforcement of this requirement would cause a practical difficulty in restricting proper drive aisle width, vehicle circulation, and landscaping on other areas of the site. Unique circumstances apply in that the existing parcel dimensions are narrow and cannot feasibly be enlarged. Granting the requested variance will not alter the character of the neighborhood or locality. The improvements proposed will benefit the surrounding neighborhood by improving the aesthetics of the site, particularly along Penn Avenue.

No negative impacts are expected. The variance requested is the minimum necessary to alleviate the practical difficulty. Space is not available to create additional parking. The proposed variance does not conflict with the purpose or intent of the Ordinance or Comprehensive Plan.

5. With respect to the application for a variance from Subsection 549.21, the City Council makes the following findings:  
The combined acreage of the properties is below one acre and therefore not eligible to be considered as a Planned Unit Development, under which the off-premise signage could be permitted. The right-in/right-out access on both Penn Avenue and 66th Street are unique circumstances not created by this applicant. Granting the requested variance will not alter the character of the neighborhood or locality, as the total sign quantity and/or sign area is similar to existing. The variance requested is the minimum necessary to alleviate the practical difficulty. The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan, as all signs shall comply with the Penn Avenue Corridor Design Guidelines.
6. Based on the above findings, a variance is hereby approved to reduce the drive-thru speaker setback requirement to not less than 85 feet, subject to the conditions below.
7. Based on the above findings, variances are hereby approved to reduce the required minimum building coverage to 9.64% to allow a building of 1,995 square feet, and to exceed the maximum rear building setback requirement.
8. Based on the above findings, a variance is hereby approved to reduce the required buffer yard adjacent to residential property to not less than 11.5 feet.
9. Based on the above findings, a variance is hereby approved to permit the use of off-premise signs, subject to the conditions below.
10. A conditional use permit is issued to allow a Class III (fast food/convenience) restaurant, as described in City Council Letter No. \_\_\_\_\_, on the Subject Property legally described above.
11. This conditional use permit is subject to the following conditions in addition to those specified in Section 547.09 of the City's Zoning Ordinance:
  - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
  - Approval of a preliminary plat shall be required prior to the issuance of a building permit and approval of a final plat, including proof of recording, shall be required prior to the issuance of a certificate of occupancy. The parcels at 6645 Penn Avenue and 2210 West 66th Street shall be combined. A cross access agreement between the various parcels is required and must be recorded prior to occupancy. Proof of recording must be provided to the City. The plat shall accommodate a 10-foot drainage and utility easement requested by Hennepin County.
  - Drive-thru equipment specifications including information about noise levels and volume controls must be approved by the Community Development Director prior to

installation. Equipment must include Automatic Volume Control (AVC). City noise ordinances shall apply.

- A revised landscape plan shall be submitted, including taller tree species with the capability to mature to similar height as the existing trees in this area. Additional landscaping shall also be provided behind the menu board.
  - The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
  - The applicant shall consider removal of the parking space facing 66th Street in the southwest corner of the property at 6645 Penn Avenue, to reduce impervious surface area and provide additional landscaping at the intersection.
  - The existing pylon sign at 6545 Penn Avenue must not encroach upon public right-of-way and must be reduced in size and/or rotated as necessary. Internally lit box signs are not permitted. Aside from channel letters, all signs shall be externally lit in accordance with the Penn Avenue Corridor Design Guidelines. Separate sign permits are required.
  - Curb radii on the Penn Avenue driveway access shall be reduced from R15' shown on plans to R10', pending Fire Department approval of truck maneuverability. The sidewalk (minimum 6' width) shall continue through the driveway, per Richfield Public Works requirements.
  - A striped pedestrian connection to the property at 6545 Penn Avenue shall be included, in accordance with Zoning Code Section 544.15.
  - Bicycle parking on each parcel must be provided in accordance with Zoning Code Section 544.17.
  - All new utility service must be underground.
  - All utilities must be located away from public right-of-way and screened from public view in accordance with Ordinance requirements. A screening plan is required prior to the issuance of a Building Permit.
  - Odor control systems are required to mitigate cooking odors in accordance with City Code Subsection 544.27.
  - All rooftop or ground mechanical equipment must be screened, per Zoning Code Section 544.05.
  - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated June 5, 2017, and compliance with all other City and State regulations.
  - Prior to the issuance of an occupancy permit, the applicant must submit a surety equal to 125% of the value of any improvements and/or requirements not yet complete. This surety shall be provided in the manner specified by the Zoning Code.
12. The conditional use permit and variances shall expire one year after issuance unless 1) the use for which the permit was granted has commenced; or 2) Building permits have been issued and substantial work performed; or 3) Upon written request of the applicant, the Council extends the expiration date for an additional period not to exceed one year. The Council hereby extends the expiration date for completion of the building improvements at 6545 Penn Avenue by an additional six months. All other site improvements shall be completed within one year. Expiration is governed by the City Zoning Ordinance, Section 547.09, Subdivision 9.

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

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of October 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

## Code Requirements / Required Findings

**Part 1 – Conditional Use Permit:** The findings necessary to issue a Conditional Use Permit (CUP) are as follows (547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* The proposed use of the property is consistent with the guiding "Mixed Use" designation, when considered within the broader context of this intersection and the Penn Avenue Corridor. The Comprehensive Plan identifies several goals and policies related to economic development and support for business and employment growth. The proposal is consistent with these goals and policies.
2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* The purpose of the Zoning Code is to protect and promote the public health, safety, comfort, aesthetics, economic viability, and general welfare of the City. In the Penn Avenue Corridor, the Mixed Use District (Section 537) is intended to be a vibrant, pedestrian-oriented neighborhood center. However, a mix of uses is not required, nor does the minimum 2-story building requirement apply in the Penn Avenue Corridor. Several aspects of the proposal do not comply with Zoning Code requirements and require variances, including building setbacks and lot coverage, distance between the drive-thru speaker and residential property, buffer distance to residential property, and sign ordinances; see Part 2 below for details.
3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* The proposed building is consistent with several aspects of the Penn Avenue Design Guidelines, including a main entrance accessible directly from the sidewalk, entrance(s) covered by canopy or awning, and landscaping along the Penn Avenue sidewalk.
4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The applicant is requesting a variance to reduce minimum buffer area distance to residential property, in addition to the variances noted above; see Part 2 below for details.
5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any issues.
6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* Adequate provisions have been made to protect the public health, safety and welfare from undue adverse impacts.
7. *There is a public need for such use at the proposed location.* Investment and improvement in underutilized and vacant sites is necessary to maintain a thriving community.

8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* This requirement is not met; the applicant is requesting a variance to reduce drive-thru speaker distance. See Parts 2 and 3 below.

**Part 2** – The following conditions apply to fast food / convenience (Class III) restaurants in the Mixed Use Districts (Subsection 537.05, Subd. 5):

1. *A minimum distance of 500 feet must be maintained between substantially similar uses with drive-up window or teller service (as measured from property line to property line).* This requirement is met.
2. *Uses with drive-up window or teller service may not be located adjacent to a property with an existing drive-up window or teller service unless an applicant can demonstrate that the use will not be detrimental to pedestrian, bicycle or vehicle movements.* This requirement is met.
3. *No drive-up window or lane shall be adjacent to a public street.* This requirement is met.
4. *Drive-up uses shall be limited to one service window which is part of a primary structure and a single queuing lane. The content portion of the order board shall be limited to 40 square feet and 8 feet in height.* The applicant is aware of this requirement.
5. *Drive-up facilities must be designed to minimize impacts to the pedestrian environment and adequately address circulation issues and potential noise or light pollution.* This requirement is met.
6. *There shall be no curb cuts on public streets exclusively for the use of drive-up queuing or exit lanes. Drive-up traffic shall enter and exit from internal circulation drives.* This requirement is met.
7. *Queuing space for at least 4 cars (70 feet) shall be provided per drive-up service land as measured from but not including the first drive-up service window or teller station. Such queuing space shall not interfere with parking spaces or traffic circulation.* This requirement is met.
8. *Any drive-up service window, teller or order station, or exterior loudspeaker shall be located at least 150 feet from any parcel with residential uses on the first floor.* This requirement is not met; the applicant is requesting a variance to reduce drive-thru speaker distance. **See Part 3 below.**
9. *The applicant shall demonstrate that such use will not significantly lower the existing level of service on streets and intersections.* The Public Works Department has reviewed the proposed plans and has found this requirement to be met.
10. *The City shall encourage operators to permit bicyclist use of sales and service windows.* The applicant is aware of this requirement.
11. *Alcoholic beverages shall not be served.* This requirement is met.
12. *Exterior speakers shall comply with the noise control limits set by Subsection 930 of the City Code.* The applicant is aware of this requirement.

### **Part 3 – Variances**

The findings necessary to approve a variance are as follows (Subd. 547.11):

1. *There are “practical difficulties” that prevent the property owner from using the property in a reasonable manner.*
2. *There are unusual or unique circumstances that apply to the property which were not created by the applicant and do not apply generally to other properties in the same zone or vicinity.*
3. *The variance would not alter the character of the neighborhood or the locality.*
4. *The variance is the minimum necessary to alleviate the practical difficulty.*
5. *The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.*

#### **Drive-thru Speaker Distance Requirement (Subsection 537.05, Subd. 5)**

Any drive-up service window, teller or order station, or exterior loudspeaker shall be located at least 150 feet from any parcel with residential uses on the first floor. The applicant is requesting a variance to reduce this requirement to 85.64 feet.

Possible findings to approve: *The narrow depth of this parcel creates a practical difficulty for any property owner wishing to include a drive-thru along this section of Penn Avenue. The narrow depth of this parcel is a unique circumstance not created by this applicant. Granting the requested variance will not alter the character of the neighborhood, as drive-thru equipment specifications including information about noise levels and volume controls must be approved by the Community Development Director prior to installation. Equipment must include Automatic Volume Control (AVC) and city noise ordinances shall apply at all times. The variance requested is the minimum necessary to alleviate the practical difficulty, as the speaker is placed as far from the adjacent residential property as possible. The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.*

Possible findings to deny: *The only practical difficulty in meeting this requirement is the inclusion of the drive-thru, and the lack thereof does not prevent the property owner from using the property in a reasonable manner. Unique circumstances do not apply, as many properties along Penn Avenue are of similar lot depth and proximity to residential property. Allowing a drive-thru speaker within 85.64 feet of residential property would alter the character of the neighborhood and would not be in harmony with the general purpose and intent of the ordinance.*

#### **Building Coverage and Setbacks (Subsection 537.07)**

The applicant is requesting a variance to reduce the minimum building coverage from 25% to 9.64% and to exceed maximum building setbacks on the rear and sides.

Possible findings to approve: *Strict enforcement of this requirement would cause a practical difficulty. The applicant is proposing to use the property in a reasonable manner. The applicant would be permitted by right to replace the existing building as is under Minnesota State nonconformity laws. Instead, the applicant has proposed a new building that will significantly improve the site and bring it closer to compliance with other dimensional regulations. The Code exempts sites under two acres from the mixed use requirement. Given these facts, it is reasonable to allow a new, architecturally and functionally improved stand-alone building with drive-up service on this particular site. Granting the requested variance will not alter the character of the neighborhood or*

*locality. It is anticipated that this will be an improvement to the area. The variance requested is the minimum necessary to alleviate the practical difficulty and does not conflict with the purpose or intent of the Ordinance or Comprehensive Plan.*

*Possible findings to deny: Requiring a building to cover 25% of a site of this size is not a practical difficulty. Unique circumstances do not apply to the property that do not also apply to other properties in the same zone or vicinity. The requested variance is not the minimum necessary, as a larger building could feasibly be constructed, covering closer to 25% of the site. The requested variance conflicts with the intent of the ordinance.*

### **Buffer Yard Adjacent to Residential Property (Subsection 544.03, Subd. 6)**

The applicant is requesting a variance to reduce the required buffer area from 15 feet to 11.5 feet. The intent of this provision is to provide adequate area to separate uses and attractively screen the parking lot.

Criteria 1: Strict enforcement of this requirement would cause a practical difficulty in restricting proper aisle width and circulation, and landscaping elsewhere on the site.

Criteria 2: Unique circumstances apply in that the existing parcel dimensions are narrow and cannot feasibly be enlarged.

Criteria 3: The requested variances will allow for the reuse and improvement of a vacant building. The improvements proposed will benefit the surrounding neighborhood by improving the aesthetics of the site, particularly along Penn Avenue. No negative impacts are expected.

Criteria 4: The variance requested is the minimum necessary to alleviate the practical difficulty. Space is not available to create additional parking.

Criteria 5: The proposed variance does not conflict with the purpose or intent of the Ordinance or Comprehensive Plan.

### **Off-premise Outdoor Advertising Sign (Subsection 549.21)**

The Zoning Code prohibits the use of signs “that advertise a product, business, service, event, or any other matter that is not available, or does not take place, on the same premises as the sign (off-premise sign).” The applicant is proposing two signs on the property at 6545 Penn Avenue intended to advertise the Dunkin Donuts business located at 6529 Penn Avenue, and one sign at 6529 Penn Avenue intended to advertise both properties. The property owner does not intend to combine those two properties, and thus the proposed signage requires a variance.

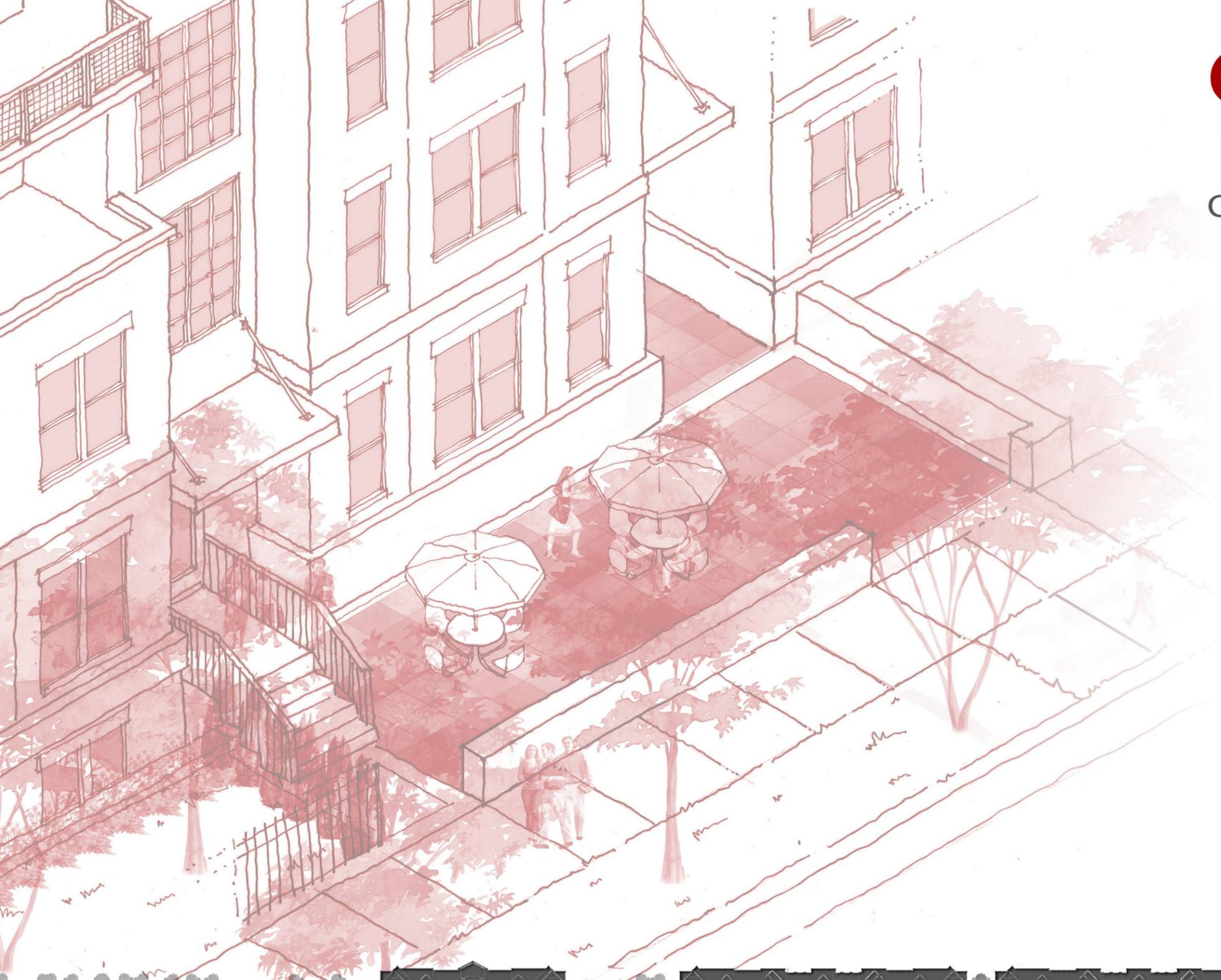
Criteria 1: The combined acreage of the properties is below one acre and therefore not eligible to be considered as a Planned Unit Development, under which the off-premise signage could be permitted.

Criteria 2: The right-in/right-out access on both Penn Avenue and 66th Street are unique circumstances not created by this applicant.

Criteria 3: Granting the requested variance will not alter the character of the neighborhood or locality, as the total sign quantity and/or sign area is similar to existing.

Criteria 4: The variance requested is the minimum necessary to alleviate the practical difficulty.

Criteria 5: The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan, as all signs shall comply with the Penn Avenue Corridor Design Guidelines.



# City of Richfield

## Penn Avenue Corridor

Crosstown Freeway to 68th Street



Design Guidelines  
Draft 10/14/2008

Hoisington Koegler Group Inc.



# Using the Guidelines

Good design cannot be explicitly legislated, but it should not be left to chance either. The design guidelines for Richfield's Penn Avenue Corridor are a tool to communicate the design vision and desired character for the area. They are intended to guide the design character of redevelopment and revitalization in ways that are sensitive to the intent of the Corridor Master Plan. The guidelines provide direction while leaving room for the kind of individual expression needed for a varied and dynamic built environment.

Developed as part of the "Penn Avenue Corridor Revitalization Master Plan", these design guidelines offer a framework for creating or enhancing the character of Penn Avenue and the 1/2 to 1-block corridor surrounding it. They are intended to capture the local character and offer flexibility for the ever-evolving development marketplace.

## Design Guidelines - What do they do?

- *Define the relationship and transition between public street zone and private development*
- *Define both design and environmental performance*
- *Build upon zoning requirements*
- *Could be used as a basis for development and revitalization proposal review*
- *Could be one of the determining factors in public financial participation in private development*

## Design Guidelines – Where do they apply?

The design guidelines address both the public realm (streets & public spaces) and the private realm (yards and buildings). This is done because successful urban spaces have a certain synergy where the public and private realms interface and complement each other. Therefore, they should be considered together, as two parts of the same whole.

### Critical Definitions:

#### *Street Type:*

There are numerous styles or types of streets suggested for Richfield's Penn Avenue (see the Street Type Diagram, Figure 3). Each street type has its own set of design guidelines. Guidelines can be used by agencies and developers in guiding street design.

#### *Frontage Type:*

Land uses suggested for Penn Avenue can be organized into several styles of buildings. Descriptions of how various building styles & parking scenarios should address the public street are called frontage types.

#### *Guideline Matrix:*

The Guideline Matrix suggests what range of frontage types are appropriate given the street type along which a property is located.



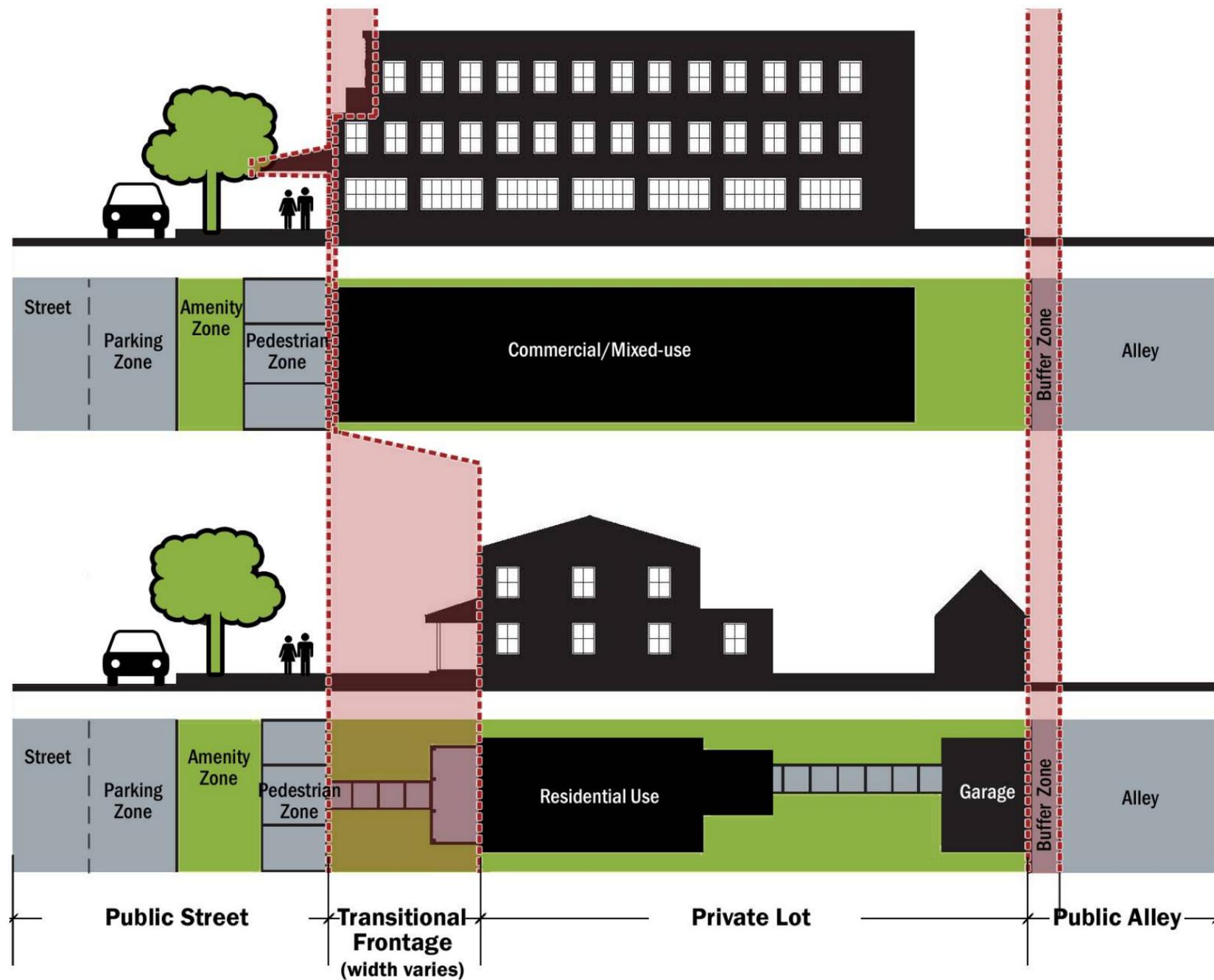


Figure 1:  
Frontage Key Diagram

## Design Guidelines - How are they Addressed?

This design guideline is organized around the inter-relationship between streets and private property (frontage) that touch the streets. The guideline describes several “street types” with varying character and design elements and several “frontage types” with varying design features. The design guideline identifies which frontage types are appropriate with which street types.

### Street Types

Because streets occupy the most space within the public realm, they have a large impact on how people experience an urban environment. Different street types outlined in this guideline provide functions for different types of uses and users. Since streets are shared by drivers, parked cars, pedestrians, and cyclists the design guideline concentrates on the spatial and experiential aspects of a street and the non-driving area of the street known as the streetscape.

To establish a vocabulary for the basic components of streetscapes, the design guideline uses several terms common to all street types. The common terms are **the pedestrian zone, the amenity zone, the parking zone, and sustainable design components**. You will see these terms used through the description of street types.

#### *Pedestrian Zone*

The pedestrian zone is the portion of a sidewalk corridor that accommodates walking. Important design aspects of the pedestrian zone include elements like pavement, protection from sun and rain and creating a comfortable width.

#### *Amenity Zone*

The amenity zone is the portion of the streetscape where amenities are located to enhance the pedestrian experience. The amenities could be as simple as street trees with a grass strip or more elaborate to include street lights, benches, enhanced landscaping, etc. Lighting makes perhaps the strongest design statement of all public realm components and is certainly among the most visible. Other elements, such as banners and hanging plant baskets can be introduced to the light poles where it is desired to create additional effect. In certain places throughout Penn Avenue, it will be desirable to create an additional level of comfort that invites pedestrians to linger and enjoy the space of the public realm. Where this is the case, site furnishings such as benches and trash receptacles provide comfort for pedestrians at the same time they add unity to a broader area. While the boulevard will be the primary location for plantings in the public realm, there will be other opportunities to introduce green space that arise along Penn Avenue.



### *Parking Zone*

The parking zone is the on-street parking bay along a street. Parking is addressed in the design guideline because it is often the “touch-down” point for visitors and because it has a significant impact on the character and experience of the Penn Avenue corridor. Considerations of pavement, bike parking, and intersection bump-outs are addressed.

### *Sustainability*

Sustainability elements refer to integrated design features that address environmental issues such as stormwater, energy, light pollution and urban heat island effect. Even though we don’t often think of sustainability as something to be addressed in design guidelines, it is actually an integral and critical aspect of streetscape design.

### *Frontage Type*

Frontage is the transition between the public and private. These guidelines address a variety of frontage types appropriate for the land use and street types outlined in this plan. Issues addressed in frontage type are:

#### *Building Placement and Mass*

Building placement through the use of build-to and setback limits establishes the “pulse” of a neighborhood or district. The design guidelines use buildings closer to or further from the street to enhance or diminish urban intensity. Just as the zero front and side setbacks required in downtown aren’t appropriate in residential neighborhoods, a 30’ setback with a landscaped front yard would not be appropriate in downtown. Although building facades are private property, they perform a public function by contributing to the enclosure of the public space of the street. As such, there is a public interest in ensuring that building facades display compatible approaches to scale and character that contribute to neighborhood cohesion. Important elements of building placement and mass addressed by these design guidelines are location, height, and bay width.

#### *Building Wall*

Acting as an interface between public and private realms, the building wall signalizes an edge of private property with varying degrees of “invitation” to enter.

#### *Yard Wall*

The yard wall does not necessarily have to be a wall in the literal sense, but rather

the transitional threshold between the street (public) and the yard (private). A yard wall might be as subtle as a pavement change at the doorway of a zero-setback retail storefront or something more solid like a stone wall or ornamental fence in a residential neighborhood. Parking buffers and courtyards are two essential elements that define the yard wall along Penn Avenue.

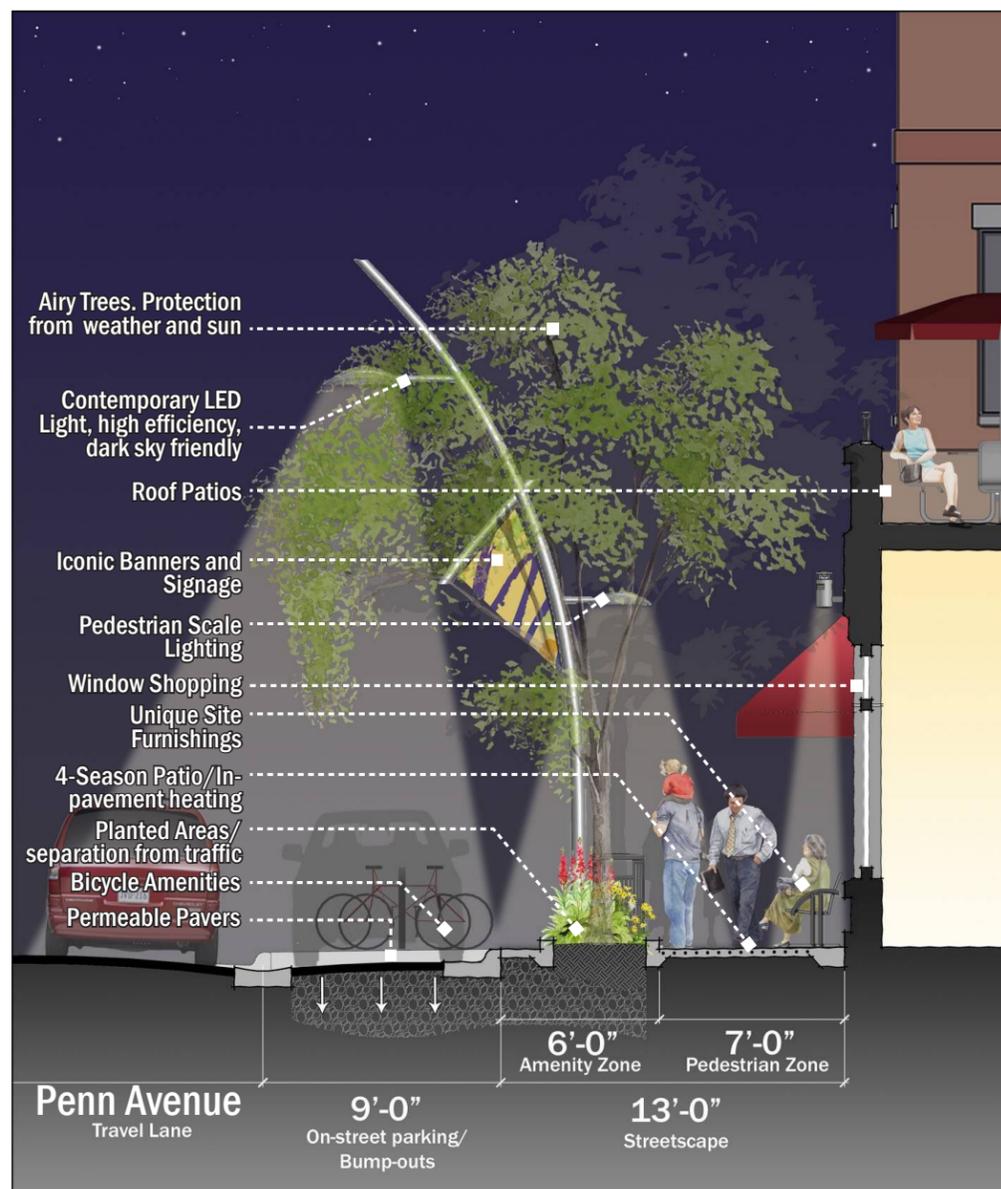
### *Signage*

Signage should be tasteful, artistic and appropriate to its placement. Whether signs are attached to a building or placed in a yard, they should share design considerations with the building they address. Since Penn Avenue will be an intimate streetscape environment, this design guideline takes the approach that signage success is much more dependent on design nuance than sign size.

### *Sustainability*

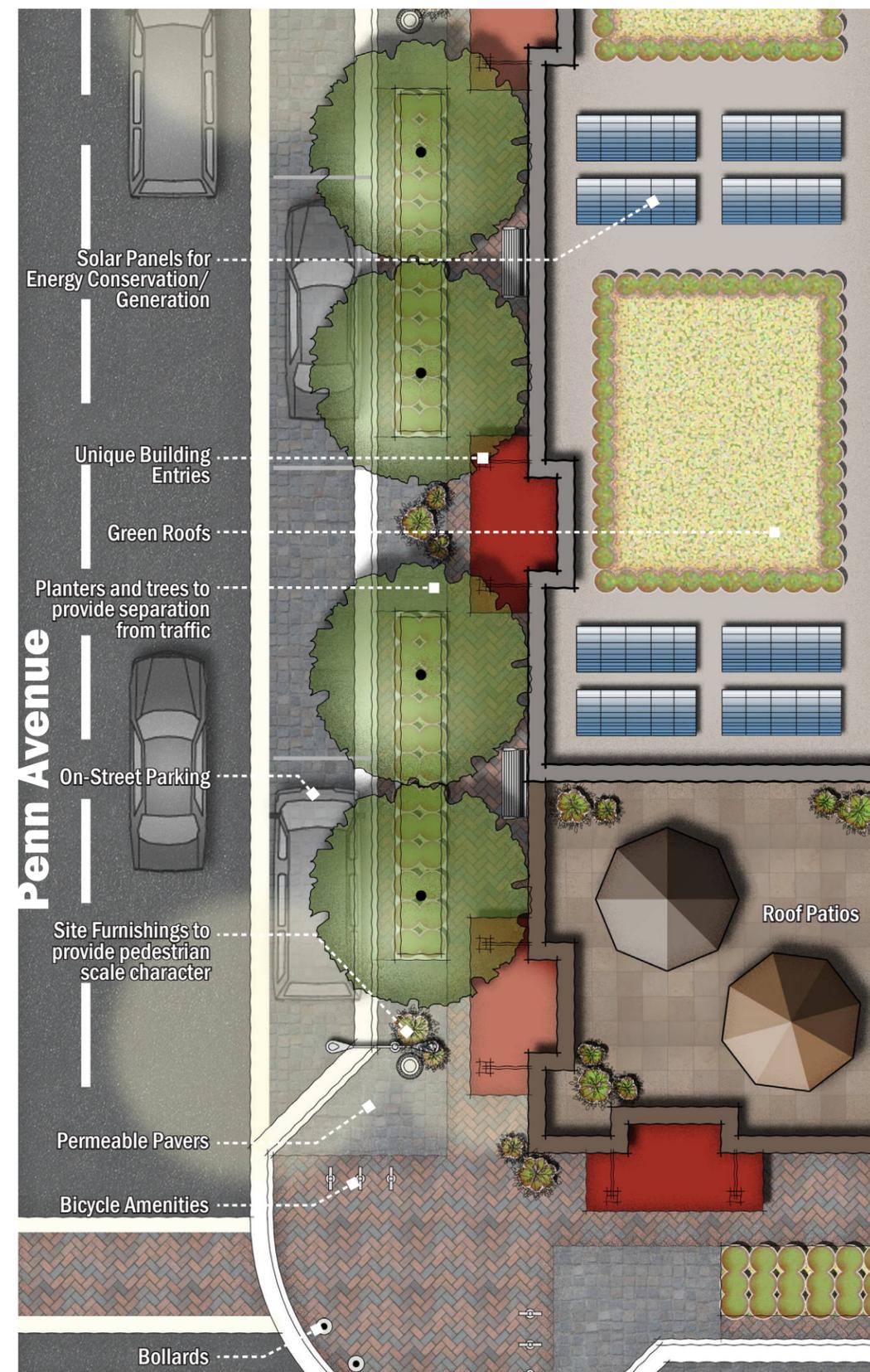
Energy generation, rainwater re-use, reduced heat gain, and certification are the core elements of sustainability addressed along Penn Avenue. Addressing environmental heat gain is probably unique for design guidelines but as the negative effects of global warming become apparent, designing an urban environment to minimize heat gain from buildings and paved surfaces is an important community function. The design guidelines address this issue with criteria for tree canopy and green space. These guidelines focus on strategies to integrate stormwater management into every aspect of development to overall reduce the amount of stormwater created. Strategies focus on restoring a more natural hydrology and include: reducing impervious surfaces; use of green roofs; pervious pavement; bioretention basins; NURP ponds and other storage devices.





## Mixed-Use Corridor

As the heaviest traveled street in the study area, the Penn Avenue mixed-use corridor includes a more automobile-oriented streetscape pattern that also accommodates the pedestrian. Ornamental streetlights, benches, and other street furniture will mark places for people to linger. Banners appeal to those driving by, announcing local events as people enter the community. Setbacks will remain relatively small, with zero front and side encouraged. Wherever possible, specifically in the amenity zone and bump outs, rain gardens should be built to treat stormwater. Roof patios and green roofs should also be built wherever possible, and roof drainages should tie into the rain garden system.



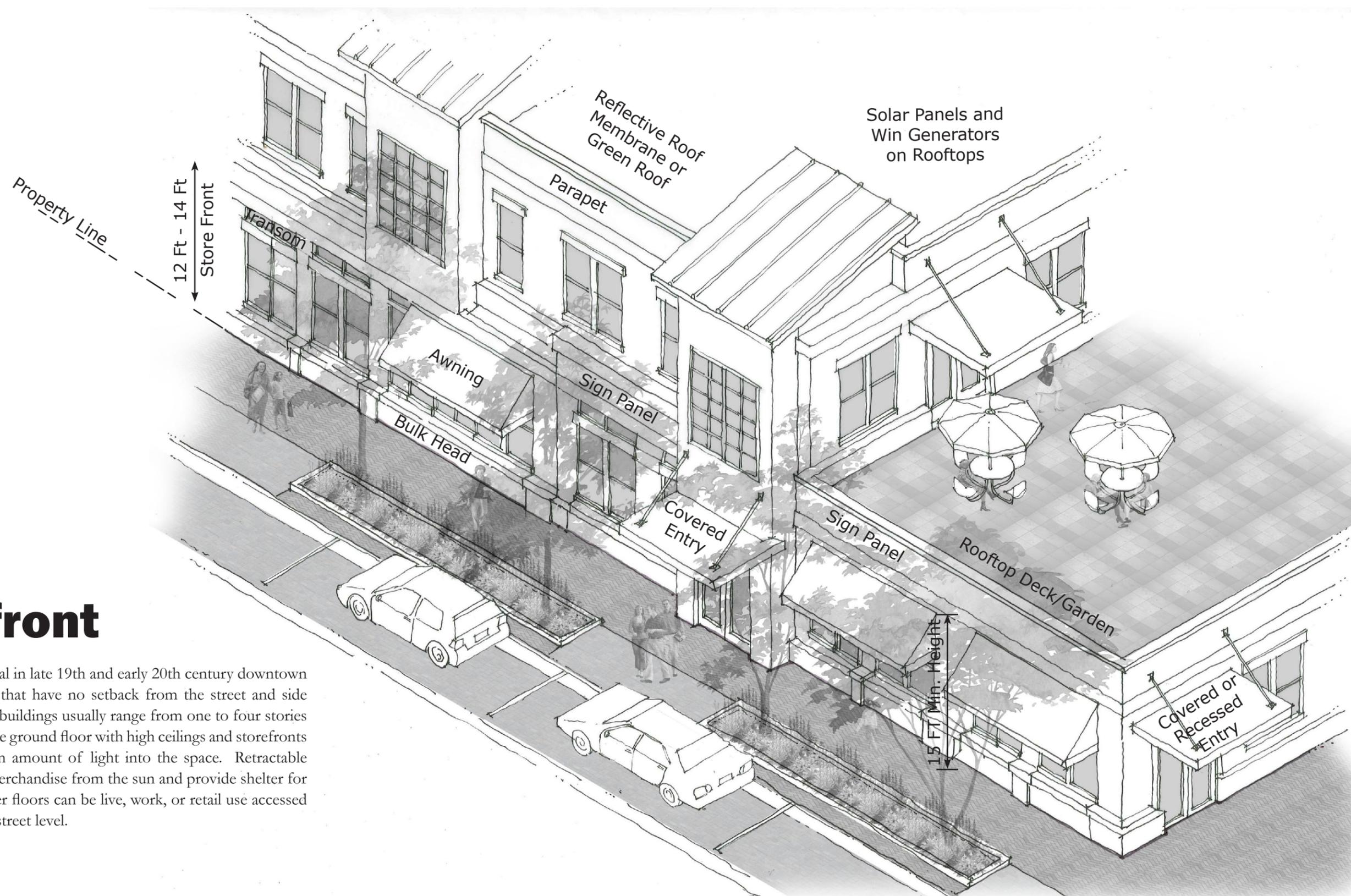
# Penn Avenue Street Type Design Guidelines

	Pedestrian Zone		Amenity Zone					Parking Zone			Sustainability				
	Pavement	Street Crossings	Pavement	Street Trees	Landscaping	Signage	Furnishings	Pavement	Bike Parking	Bump-outs	Green Roofs	In-pavement Heating	Rainwater	Energy Use	Lighting
<b>S1:</b> Mixed-Use Corridor	Mix of concrete and brick pavers preferably with structural soil base but standard base okay.	Reflective, thermo-plastic tape or similar.	Mix of concrete and brick pavers with structural soil base.	Salt-tolerant shade and ornamental trees with varied color and lacy foliage. Ornamental trees only in locations not conflicting with business signage. Trees in tree guards and grates.	Mix of salt-tolerant perennial and annual plants in pots, hanging baskets, and raised planters. Use shrubs sparingly.	Public, way-finding signage. Small sandwich-board business sign during business hours only.	Contemporary character and pedestrian-scale street lights plus benches, trash/recycling bins, bollards, banners. Café seating by conditional use.	Permeable pavement preferable or match street pavement.	Bike racks to match character of street furnishings.	Pavement and furnishings to match amenity zone. Bus shelters. Signature landscaping.	On bus shelters. On doorway canopies if preferred by property owner as conditional use.	Preferred in pedestrian zone only if solar powered.	Infiltration trenches under amenity zone. Permeable pavement in parking zone.	PV solar or wind generators on public facilities (park & ride) along corridor.	Dark-sky friendly, cut-off light fixtures. LED lamps.
<b>S2:</b> Residential Street	Concrete with band of structural soil base at street tree locations.	Painted.	None.	Mix of salt-tolerant shade trees with fall color.	Turf or salt-tolerant perennial plants.	None.	Contemporary, pedestrian-scale street lights. Bollards and banners on Penn Avenue.	Permeable pavement.	None.	Signature landscaping and pavement pattern.	On bus shelters along Penn Avenue.	None.	Rainwater gardens in amenity zone. Permeable pavement in parking zone.	Use of low-energy lighting.	Dark-sky friendly, cut-off light fixtures. LED lamps.
<b>S3:</b> Side Street	Mix of concrete and brick pavers preferably with structural soil base but standard base okay.	Reflective, thermo-plastic tape or similar along Penn Avenue. Painted other locations.	Mix of concrete and brick pavers with structural soil base.	Salt-tolerant shade and ornamental trees with varied color. Lacey foliage at commercial locations. Ornamental trees only in locations not conflicting with business signage.	Mix of salt-tolerant perennial and annual plants. Turf as accent only.	Public, way-finding signage. Small sandwich-board business sign during business hours only.	Contemporary character and pedestrian-scale street lights plus benches, trash/recycling bins, bollards, banners. Café seating by conditional use.	Permeable pavement.	Bike racks matching character of street furnishings located at commercial frontages only.	Pavement and furnishings to match amenity zone. Bus shelters. Signature landscaping.	On bus shelters. On doorway canopies if preferred by property owner by conditional use.	Preferred in pedestrian zone - only if solar powered.	Rainwater gardens in amenity zone. Permeable pavement in parking zone.	PV solar or wind generators on public facilities (park & ride) along corridor.	Dark-sky friendly, cut-off light fixtures. LED lamps.
<b>S4:</b> Commuter Bike Street	Concrete with band of structural soil base at street tree locations.	Painted.	None.	Mix of salt-tolerant shade trees with fall color.	Turf or salt-tolerant perennial plants.	Way-finding.	Contemporary, pedestrian-scale street lights.	Permeable pavement.	None.	Signature landscaping and pavement pattern.	N/A	None.	Rainwater gardens in amenity zone. Permeable pavement in parking zone.	Use of low-energy lighting.	Dark-sky friendly, cut-off light fixtures. LED lamps.
<b>S5:</b> Alley Street	N/A	Match sidewalk pavement.	None.	Ornamental trees or small shade trees in random pattern.	Landscaped buffers at edge of right of way	None.	Security lighting.	N/A	Bike racks and bike lockers.	N/A	N/A	None.	Permeable pavement. Rainwater gardens.	Use of low-energy lighting.	Dark-sky friendly, cut-off light fixtures. LED lamps.

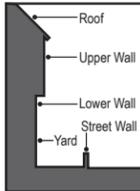


## Storefront

The storefront is typical in late 19th and early 20th century downtown commercial buildings that have no setback from the street and side property lines. These buildings usually range from one to four stories with retail spaces on the ground floor with high ceilings and storefronts to bring the maximum amount of light into the space. Retractable awnings protect the merchandise from the sun and provide shelter for pedestrians. The upper floors can be live, work, or retail use accessed by a separate entry at street level.



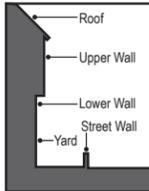
# Penn Avenue Frontage Type Design Guidelines



	Awnings			Shelter			Signage			Roof			
	Placement	Materials	Technique	Type and Size	Materials	Technique	Type and Size	Materials	Technique	Style and Pitch	Materials	Technique	
<b>F1: Storefront</b>	- Fit to width & shape of storefront window opening. - Top of awning at top of transom or storefront opening.	- Fabric awning material in colors compatible with historic building style.	- Fixed or retractable awnings in traditional style.	- Cantilevered roof shelter over entry. - Relate to entry opening.	- Wood or iron framed shelter structure. - Wood, metal or composition shingle consistent with building style.	- Detailing consistent with building style.	- bldg panel/ltrs, cant. sign board, banner, flag, neon, lettering, awning sign, sandwich board, monument. - Refer to sign ordinance for size requirements.	- metal, glass, wood, plastic, stone, brick, concrete	- external ltrg pref., back-lit letters okay, (no back-lit boards), sand-blasted wood, lettering on window, raised letters on panel.	- Low pitched roof behind masonry parapet.	- Membrane or metal roof. - Brick, stone, cast stone, metal or wood cornice.	- Cap parapelt with integral or projecting cornice. - Consistent with contemporary building style.	
<b>F2: Door Yard</b>	- Same as F1			- Same as F1			- Same as F1			- Low slope with parapet. - Steep pitch (8" to 12" min.) gable roof.	- Low slope membrane roof. - Steep pitch metal, or wood, slate or composition shingle.	- Detailing consistent with contemporary building style. - Refer to frontage sketch.	
<b>F3: Porch Yard</b>	- Same as F1			- Covered porch at entry. - 8 ft minimum depth. - Porch floor 12" to 48" above grade.	- Wood railings and trim, painted, masonry piers. - Roof covering to match main roof.	- Roof similar to main roof. - Detailing consistent with building style.	- Same as F1			- Consistent with house style.	- Consistent with house style.	- Consistent with house style.	
<b>F4: Garage</b>	- N/A			- 2nd floor cantilevered balcony. - 4 ft to 8 ft depth depending on building setback.	- Wood, iron or concrete framed balcony structure. - Wood, iron or glass railings.	- Detailing consistent with building style.	- N/A			- Consistent with house style.	- Consistent with house style.	- Consistent with house style.	
<b>F5: Alley</b>	- Same as F1			- Same as F1			- Same as F1			- Same as F1	- Same as F1	- Gutter at roof when roof drains to rear. - Roof pitch can show. - Consistent with building style.	
<b>F6: Garage Entry</b>	- N/A			- Same as F1			- Fit within architectural features. - Refer to residential sign ordinance for size requirements.	- Same as F1			- Same as primary frontage.		
<b>F7: Parking Yard</b>	- N/A			- N/A			- On wall or fence. - Ground mounted in landscape area. - Refer to sign ordinance for size requirements.	- Painted wood or metal. - Raised Letters.	- Extremely lighted. - No back-lit sign boards.	- N/A			



# Penn Avenue Frontage Type Design Guidelines



	Yard and Street Wall			Building Wall		Entry Level Wall			Upper Level Wall			
	Yard Use	Street Wall	Materials	Technique	Setback	Bay Width	Openings	Materials	Technique	Openings	Materials	Technique
<b>F1: Storefront</b>	- No yard	- N/A	- Concrete or brick paving.	- Exterior paving of recessed entry of storefront. - Entry at grade.	- Zero front yard setback. - Zero side yard setback. - Rear setback by zoning code.	- 12 Ft to 20 Ft.	- 11 Ft to 14 Ft high storefront opening. - 50% to 75% transparent window/door openings.	- Brick or stone masonry or cast masonry products.	- Contemporary window & door detailing. - Main entry door part of storefront. - Storefront may be recessed.	- Reflect building cadence. - Vertical window proportions. - 25% to 50% window openings.	- Continue entry level materials full height of wall.	- Reflect bay widths in wall detailing. - Cap wall with comics. - Recessed balcony optional.
<b>F2: Door Yard</b>	- Pedestrian only. - No vehicle parking or drives in front yard.	- Maximum 3 ft high fence, wall or hedge. - Masonry or concrete edging if no wall.	- Concrete, brick or stone paving. - Brick or stone wall. - Wrought iron or painted wood fence. - Landscaped.	- Wall or fence to match style of building. - Ground floor at grade or raised above grade.	- Front yard setback varies from 6 ft to 12 ft. - Side yard setback varies from 0% to 15% of lot width.	- Same as F1	- Same as F1	- Same as F1	- Same as F1	- Same as F1		
<b>F3: Porch Yard</b>	- Pedestrian only. - No vehicle parking or drives in front yard.	- N/A	- Landscaping predominant. - Concrete, brick or stone paths.	- Wall or fence to match style of building. - Ground floor raised above grade 24" to 48".	- Front yard setback 12 ft to 25 ft. - Side yard setback varies 10% to 15% lot width.	- N/A	- 25% to 50% transparent window & door openings. - Doors & windows are openings in wall.	- Brick or stone masonry in historic size & pattern. - Cement stucco. - Wood or Hardy lap or drop siding.	- Main entry from roofed porch. - Min. depth 8 Ft.	- Same as F1	- Use same materials, or other wood or masonry materials consistent with building style.	- Detailing to be consistent with building style. - Cap wall with cornice or projecting eave.
<b>F4: Garage</b>	- Vehicle parking. - Pedestrian path to rear entry.	- N/A	- Concrete or brick paving. - Landscaped buffer. - Brick or painted wood screen walls.	- Trash screening. - Wall or fence match building style. - Paved access to garage.	- Rear yard setback minimum 3 ft. - Side yard setback varies.	- N/A	- Doors & windows are openings in wall. - Size & shape of window openings similar to main building.	- Same materials as on main building.	- Window & door detailing should match main building.	- Reflect entry level.	- Continue entry level materials full height of wall.	- Detailing to be consistent with entry level. - Cap wall with cornice or projecting eave.
<b>F5: Alley</b>	- Vehicle parking. - Service vehicle access. - Pedestrian path to rear entry.	- N/A	- Concrete or brick paving. - Brick, rock-faced concrete block or painted wood screen walls.	- Trash & storage opaque screening. - Consolidate & screen utilities.	- Rear yard setback varies from zero up. - Side yard setback same as building front.	- Should be same as street side of building.	- Not as open as the street side. - 25% to 50% transparent window & door openings.	- Same materials as on street side of building.	- Window & door detailing should match street side.	- Reflect street side bay pattern. - Similar to street side window openings.	- Window & door detailing should match street side. - May be capped with a cornice or a gutter at roof.	- None.
<b>F6: Garage Entry</b>	- Vehicle access to garage. - Pedestrian path to rear entry.	- N/A	- Concrete or brick paving.	- Paved yard for access to garage & entry. - Landscaped areas encouraged adjacent to entry.	- Rear yard setback car length for garage. - Side yard setback same as building front.	- Same as F1 or street side of building.	- Not as open as the street side. - 25% to 50% transparent window & door openings.	- Same materials as on street side of building.	- Window & door detailing should match street side.	- Reflect street side bay pattern. - Similar to street side window openings.	- Same materials as on street side of building.	- Window & door detailing should match street sides. - May be capped with a cornice or a gutter at roof.
<b>F7: Parking Yard</b>	- Parking area behind buffer in side yard or F1 or F2.	- 30" to 36" high fence, wall or hedge in a minimum 8 ft deep landscaped buffer.	- Masonry wall similar to adjacent buildings. - Wrought iron or painted wood fence. - Solid hedge.	- Parking area paved. - Wall and fence style consistent with historic building style.	- N/A	- N/A	- N/A	- N/A			- N/A	

Introduction

Street Types

Frontage Types



# RESTAURANT DEVELOPMENT PLANS

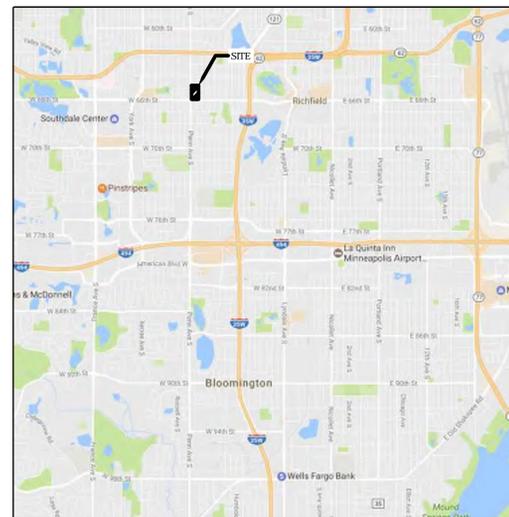
# PENN AVENUE PARTNERS, LLC

# 6529 PENN AVENUE S

RICHFIELD, MN

**GENERAL NOTES:**

- A. TOPOGRAPHIC BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY, AS A CONTRACTOR TO THE SELLER/OWNER:  
  
TOPOGRAPHY: CORNERSTONE LAND SURVEYING, INC. 6750 STILLWATER BLVD N., MINNESOTA 55082, 651-275-8969  
  
CEI ENGINEERING AND ITS ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS OR OMISSIONS RESULTING FROM SURVEY INACCURACIES.
- B. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER / DEVELOPER SITE WORK SPECIFICATIONS.
- C. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.
- D. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- E. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- F. WARRANTY/DISCLAIMER: THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR HIS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORANEOUS BASIS AT THE SITE.
- G. SAFETY NOTICE TO CONTRACTOR: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.
- H. ALL CONSTRUCTION IN STATE HIGHWAY DEPARTMENT RIGHT-OF-WAY SHALL BE COORDINATED WITH THE HIGHWAY DEPARTMENT RESIDENT ENGINEER.



**Vicinity Map**

Not to Scale

**PLAN INDEX:**

- C0. COVER SHEET
- C1. DEMOLITION PLAN
- C2. SITE PLAN
- C3. GRADING AND DRAINAGE PLAN
- C4. EROSION CONTROL PLAN
- C5. UTILITY PLAN
- C6. LANDSCAPE PLAN
- C7. DETAIL SHEET 1
- C8. CITY DETAILS SHEET 1

**RELATED PLANS:**

- EX. A. SITE PLAN (NO UNDERLAY)
- EX. B. FIRE TRUCK MANEUVERABILITY PLAN
- C2 ALT. ALTERNATE SITE PLAN

**APPROVED**

**DATE**

CITY OF RICHFIELD

**RESOURCE LIST:**

<u>CITY OF RICHFIELD</u>	<u>FIRE DEPARTMENT</u>
CITY PLANNER MELISSA POEHLMAN 612-861-9766	WAYNE KEWITSCH FIRE CHIEF - CITY OF RICHFIELD 6700 PORTLAND AVE. RICHFIELD, MN 55423 PHONE: 612-243-4501 FAX: 612-243-4516
CITY ENGINEER JEFF PEARSON 612-861-9791	
PUBLIC WORKS DIRECTOR KRISTIN ASHER 612-861-9795	

**OWNER:**

**ARCHITECT:**

KARLA CARLSON  
PENN AVENUE PARTNERS II, LLC  
50 SOUTH SIXTH ST, SUITE 1480  
MINNEAPOLIS, MN 55402

ELLIOT STENDEL  
ARCHITECTURAL CONSORTIUM  
901 NORTH THIRD ST, SUITE 220  
MINNEAPOLIS, MN 55401

**CIVIL ENGINEER:**

ALAN CATCHPOOL, PE, CPESC  
CEI ENGINEERING ASSOCIATES, INC.  
2025 CENTRE POINTE BLVD, SUITE 210  
MENDOTA HEIGHTS, MN 55120  
PHONE: (651) 452-8960



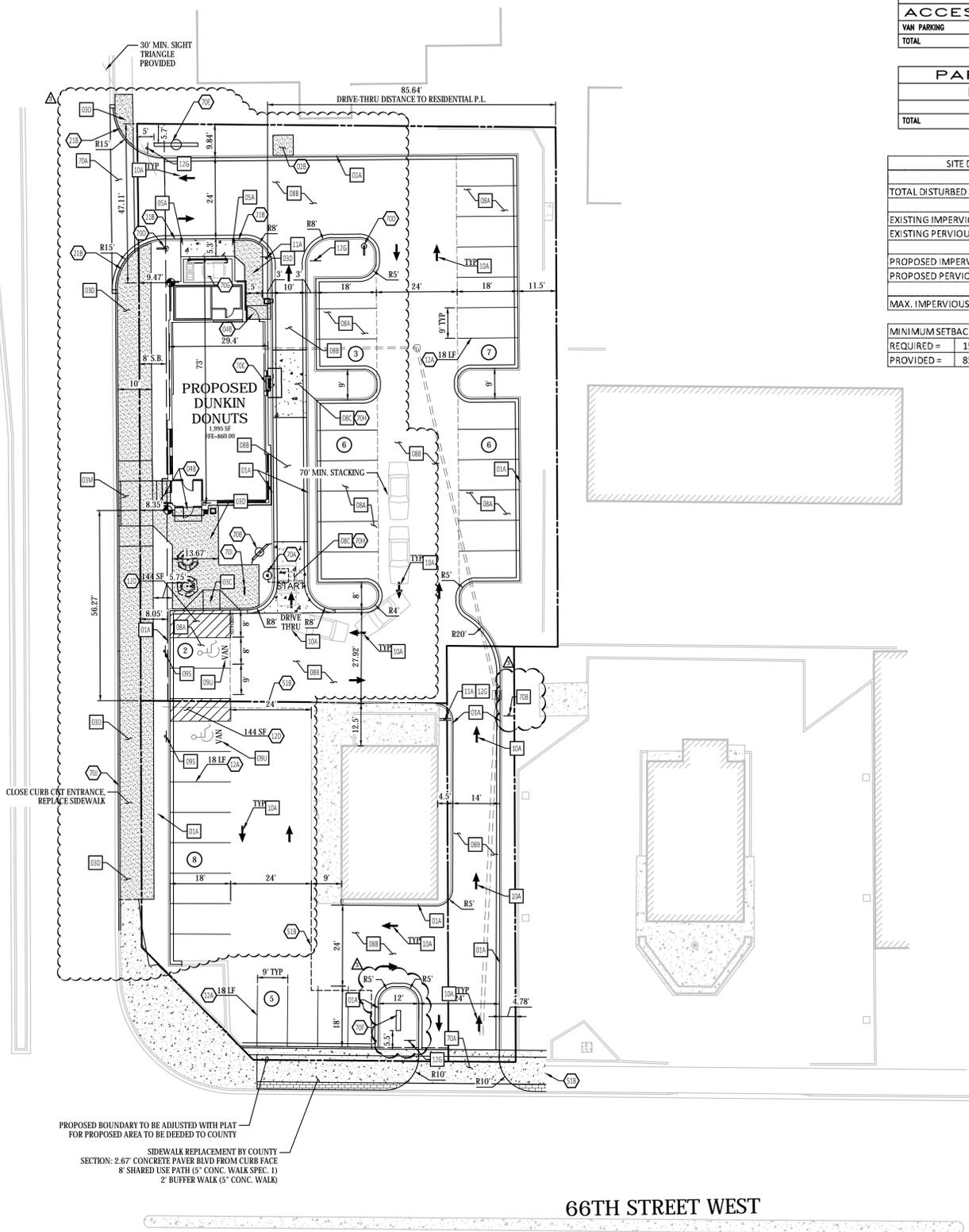
ENGINEERS • PLANNERS • SURVEYORS  
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS  
2025 Centre Pointe Blvd., Suite 210 (651)452-8960  
Mendota Heights, MN 55120 (651)452-1149

Arkansas \* California \* Minnesota \* Pennsylvania \* Texas

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DWG NAME: 30115-CS	
DATE 9/15/17 5:58 PM	SHEET NO. C0
REV-3	

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PENN AVENUE



PARKING RATIO			
PARCEL 1			
	BUILDING SQ.FT.	REQUIRED	PROVIDED
TOTAL	1,995	8	24
ACCESSIBLE PARKING			
VAN PARKING	1	REQUIRED	1
TOTAL	1	REQUIRED	1

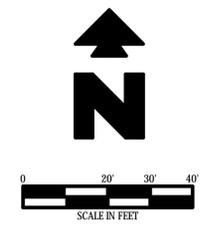
PARKING RATIO			
PARCEL 3			
	BUILDING SQ.FT.	REQUIRED	PROVIDED
TOTAL	1,295	5	13

SITE DEVELOPMENT CALCULATIONS			
	S.F.	A.C.	%
TOTAL DISTURBED AREA	26,995	0.62	100.0%
EXISTING IMPERVIOUS	23,247	0.53	86.1%
EXISTING PERVIOUS	3,748	0.09	13.9%
PROPOSED IMPERVIOUS	21,558	0.50	79.9%
PROPOSED PERVIOUS	5,437	0.12	20.1%
MAX. IMPERVIOUS ALLOWED	21,596	0.50	80.0%

MINIMUM SETBACK FOR DRIVE-UP WINDOWS/TELLER FROM RESIDENTIAL PARCELS	
REQUIRED =	150.00'
PROVIDED =	85.64'



NOTE: SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.



EXISTING LEGEND

- MANHOLE
- CULVERT
- GAS METER
- FENCE
- CONCRETE
- DENOTES FOUND 1/2" IRON PIPE
- DENOTES SET 1/2" IRON PIPE MARKED RLS 25718
- CATCH BASIN
- HYDRANT
- SIGN
- WATER VALVE
- UTILITY POLE
- LIGHT POLE
- TELE/ELEC BOX
- GAS VALVE
- OVERHEAD WIRES
- WELL

PROPOSED LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- CONCRETE CURB AND GUTTER. SEE DETAIL 01A/01B.
- CURB INLET
- BUILDING CONTROL POINT
- PROPOSED PARKING SPACES
- LIMITS OF SIDEWALKS AND CONCRETE APRONS (PER ARCH. PLANS)

GENERAL SITE NOTES

- A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- B. ALL CURB RETURN RADII SHALL BE 2' OR 10', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- C. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS: ALL CURB AND GUTTER ADJACENT TO ASPHALT PAVING SHALL BE INSTALLED PER DETAIL 01A. ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 01B.
- D. ALL PARKING LOT STRIPING INCLUDING ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED WHITE PER SITE PLAN.
- E. ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F.
- F. ALL ACCESSIBLE PARKING STALLS SHALL HAVE SIGNAGE INSTALLED PER DETAIL 09S.
- G. CITY OF RICHFIELD ENGINEERING MUST BE PRESENT TO INSPECT ALL CONCRETE FORMS WITHIN ROW PRIOR TO CONCRETE POUR. MINIMUM 24 HOUR NOTICE REQUIRED.
- H. PERMITS ARE REQUIRED FROM RICHFIELD ENGINEERING FOR ANY EXCAVATION IN THE ROW, OBSTRUCTION OF PUBLIC ROADWAYS, PARKING LANES, OR PUBLIC SIDEWALK, AND PERMANENT STRUCTURES CONSTRUCTED IN CITY ROW. CONTACT 612-861-9790 FOR PERMITS.
- I. THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING A SNOW REMOVAL PLAN.

SITE NOTES

- 02B TRANSFORMER PAD (PER ELEC. CO. AND/OR ARCH. PLANS)
- 04B EXIT STOOP (PER ARCH PLANS)
- 12A 4 INCH TRAFFIC WHITE LANE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
- 12D 4 INCH WIDE PAINTED WHITE STRIPES, 2.0 FOOT O.C. @ 45 DEGREES (SEE SIZE INDICATED AT SYMBOL)
- 21B TAPER CURB FROM 6" TO 0" IN 2'
- 51B LIMITS OF SAWCUT AND PAVEMENT REMOVAL
- 70A ORDER CANOPY AND SPEAKER (PER ARCH PLANS)
- 70B MENU BOARD (PER ARCH PLANS)
- 70C DRIVE-THRU WINDOW (PER ARCH PLANS)
- 70D DUNKIN DONUTS DIRECTIONAL SIGN (PER ARCH PLANS)
- 70E PYLON SIGN (PER ARCH PLANS)
- 70F SHARED MONUMENT DIRECTIONAL SIGN (PER ARCH PLANS)
- 70G INTEGRAL TRASH AREA (PER ARCH PLANS)
- 70H LOOP DETECTOR WITHIN CONCRETE PAVING
- 70I SWERVE BIKE RACK (PARKS 2 BIKES), SURFACE MOUNT AND POWDER COATED BLACK. (BY WWW.DERO.COM OR APPROVED EQUAL)
- 70J B624 CURB (PER CITY & COUNTY STANDARDS)

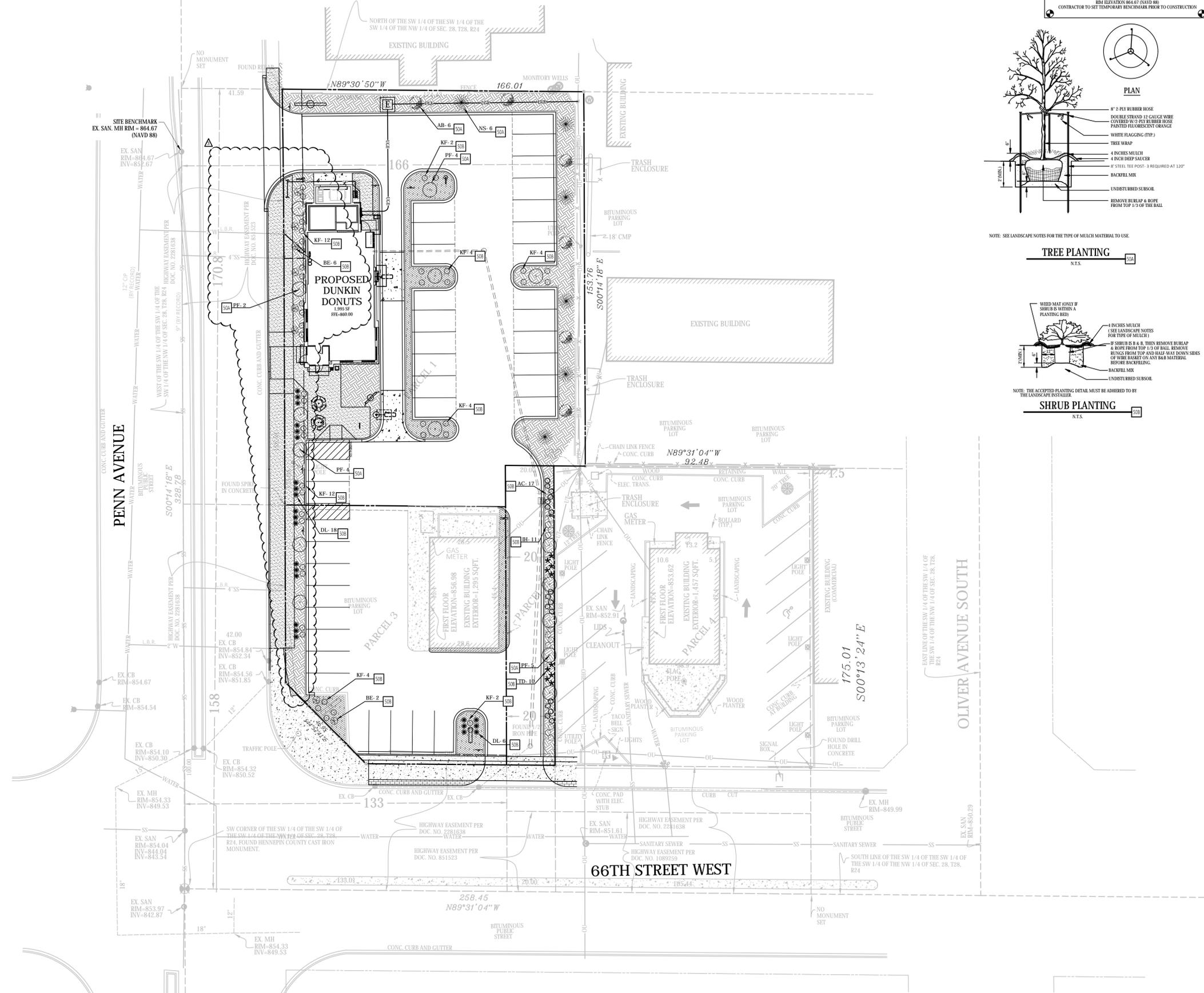
SITE DETAILS

- 01A TYPE A CONCRETE CURB AND GUTTER
- 03C WHEELCHAIR RAMP IN SIDEWALK
- 03D CONCRETE SIDEWALK
- 03M WHEELCHAIR RAMP IN SIDEWALK
- 05A GUARD POST
- 08A STANDARD DUTY ASPHALT PAVING
- 08B HEAVY DUTY ASPHALT PAVING
- 08C HEAVY DUTY CONCRETE PAVING
- 08S ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN
- 09U ACCESSIBLE PARKING SYMBOL
- 10A TRAFFIC FLOW ARROW
- 11A DO NOT ENTER SIGN
- 15G STOP SIGN
- 70A COMMERCIAL DRIVEWAY APRON (PER CITY OF RICHFIELD STR-01)

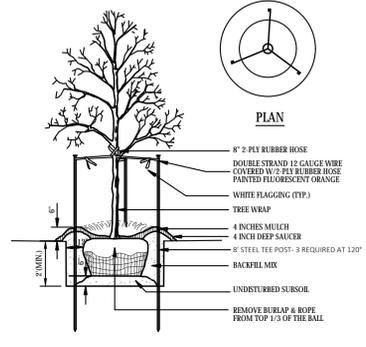
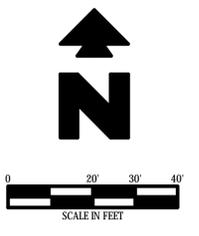
PRELIMINARY  
NOT FOR  
CONSTRUCTION

30115	9/15/17	ALC	ALC	AIR	AIR
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
<b>CEI Engineering Associates, Inc.</b>					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
2025 Centre Pointe Blvd., Suite 210 (651)453-8960 Mendota Heights, MN 55120 (651)452-1149					
<b>PENN AVENUE PARTNERS, LLC</b>					
6529 PENN AVENUE S RICHFIELD MN					
SITE PLAN (NO UNDERLAY)				REV DATE 9/15/17 REV-3	SHEET NO. EX. A

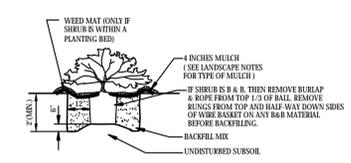
JOB # 30115 DRAWING: 30115-PRO-015.01 (Drawings) Design (Rev-3) 30115-PRO-015.dwg



**SITE BENCHMARK**  
 TEMPORARY SITE BENCHMARK  
 SANITARY SEWER MANHOLE SOUTHWEST OF NORTHWEST PROPERTY CORNER  
 RIM ELEVATION: 864.67 (NAVD: 88)  
 CONTRACTOR TO SET TEMPORARY BENCHMARK PRIOR TO CONSTRUCTION



**TREE PLANTING**  
N.T.S.



**SHRUB PLANTING**  
N.T.S.

**EXISTING LEGEND**

- MANHOLE
- CULVERT
- GAS METER
- FENCE
- CONCRETE
- DENOTES FOUND
- DENOTES SET 1/2" IRON PIPE MARKED RIS 25718
- CATCH BASIN
- HYDRANT
- SIGN
- WATER VALVE
- UTILITY POLE
- LIGHT POLE
- TELE/ELEC BOX
- GAS VALVE
- OVERHEAD WIRES
- WELL

**PROPOSED LEGEND**

- 3" RIVER ROCK OVER LANDSCAPE FABRIC
- SOD OVER 4" OF TOPSOIL

**LANDSCAPE DETAILS**

- 50A TREE PLANTING
- 50B SHRUB PLANTING

**GENERAL LANDSCAPE NOTES**

- A. LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE LANDSCAPE CONSTRUCTION BEGINS.
- B. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING.
- C. ALL LANDSCAPE MATERIALS SHALL BE IN COMPLIANCE WITH THE GRADES AND STANDARDS FOR NURSERY PLANTS, AND SHALL CONFORM TO Mn/DOT SPECIFICATIONS.
- E. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- F. MAINTAIN 5' MIN. HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND ALL UTILITIES.
- G. A FULLY DESIGNED IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED BY IRRIGATION CONTRACTOR. IRRIGATION DESIGNER SHALL BE RESPONSIBLE FOR SIZING AND SPECIFYING BACKFLOW PREVENTER IN ACCORDANCE WITH LOCAL CODES.
- H. CONFIRM HEALTH OF TREES IN THE EXISTING PARKING LOT ISLANDS. REPLACE AS NEEDED.

**TREE LIST**

SYB	KEY	QTY	COMMON NAME/ BOTANICAL NAME	ROOT	SIZE	REMARKS
	NS	6	DWARF NORWAY SPRUCE <i>Pinus Monticola</i>	CONT.	MIN 6" TALL	PLANT AS SHOWN
	PF	15	PRAIRIE FIRE CRABAPPLE <i>Malus "Prairie Fire"</i>	CONT.	1.5" CAL.	PLANT AS SHOWN
	AB	6	AUTUMN BLAZE MAPLE <i>ACER X FREEMANII 'AUTUMN BLAZE'</i>	CONT.	MIN 6" TALL	PLANT AS SHOWN
		25				

**SHRUB LIST**

SYB	KEY	QTY	COMMON NAME/ BOTANICAL NAME	ROOT	SIZE	REMARKS
	KF	44	KARL FOERSTER REED GRASS <i>Calamagrostis x Acutiflora</i>	CONT.	1 GAL.	PLANT AS SHOWN
	DL	24	DAYLILIES <i>Hermerocallis</i>	CONT.	1 GAL.	PLANT AS SHOWN
	BE	8	GOLDSTRUM BLACK EYED SUSAN <i>Rudbeckia fulgida 'goldstrum'</i>	CONT.	#2 POT	PLANT AS SHOWN
	AC	17	ALPINE CURRANT <i>FRAX ALPINUM 'GREEN MOUND'</i>	CONT.	5 GAL.	PLANT AS SHOWN
	IH	11	COMPACT INKBERRY HOLLY <i>ILEX GLABRA 'COMPACTA'</i>	CONT.	5 GAL.	PLANT AS SHOWN
	TD	10	RED TWIG DOGWOOD <i>CORNUS SERICEA 'ALLEMANS'</i>	CONT.	5 GAL.	PLANT AS SHOWN
		85				

30115 9/15/17 ALC ALC AIR AIR  
 CEI PROJECT NO. INITIAL DATE DFOR PM DES DRW

**CEI** Engineering Associates, Inc.  
 ENGINEERS PLANNERS SURVEYORS  
 LANDSCAPE ARCHITECTS ENVIRONMENTAL SCIENTISTS

2025 Centre Pointe Blvd., Suite 210 (651)453-8960  
 Mendota Heights, MN 55120 (651)452-1149

**PENN AVENUE PARTNERS, LLC**  
 6529 PENN AVENUE S  
 RICHFIELD MN

**LANDSCAPE PLAN** REV DATE 9/15/17 REV-3 SHEET NO. C6

PRELIMINARY  
NOT FOR  
CONSTRUCTION

**STORMWATER SUMMARY**

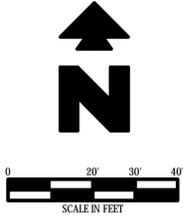
PARCEL 1 = ±0.48 AC.  
 PARCEL 2 = ±0.05 AC.  
 PARCEL 3 = ±0.20 AC.  
 TOTAL DISTURBED AREA = ±0.62 ACRES < 1 THEREFORE A NOI PERMIT WILL NOT BE REQUIRED.

**PRE-DEVELOPMENT**  
 PERVIOUS AREA: 0.09 AC.  
 IMPERVIOUS AREA: 0.53 AC.  
 1-YR STORM = 1.08 CFS  
 10-YR STORM = 3.03 CFS  
 100-YR STORM = 5.55 CFS

**POST-DEVELOPMENT**  
 PERVIOUS AREA: 0.12 AC.  
 IMPERVIOUS AREA: 0.50 AC.  
 1-YR STORM = 1.00 CFS  
 10-YR STORM = 2.93 CFS  
 100-YR STORM = 5.44 CFS

**BMP QUANTITIES:**  
 270 LF - SILT FENCE  
 41 LF - BIG RED  
 6 EA - INLET PROTECTION CEI DETAIL IP

**SITE BENCHMARK**  
 TEMPORARY SITE BENCHMARK  
 SANITARY SEWER MANHOLE SOUTHWEST OF NORTHWEST PROPERTY CORNER  
 RIM ELEVATION: 864.67 (NAVD: 88)  
 CONTRACTOR TO SET TEMPORARY BENCHMARK PRIOR TO CONSTRUCTION



**EXISTING LEGEND**

- MANHOLE
- CULVERT
- GAS METER
- FENCE
- CONCRETE
- DENOTES FOUND
- 1/2" IRON PIPE
- DENOTES SET 1/2" IRON PIPE MARKED RLS 25718
- CATCH BASIN
- HYDRANT
- SIGN
- WATER VALVE
- UTILITY POLE
- LIGHT POLE
- TELE/ELEC BOX
- GAS VALVE
- OVERHEAD WIRES
- WELL

**PROPOSED**

- PROPERTY LINE/RIGHT OF WAY LINE
- GRADE BREAK
- XXX CONTOUR ELEVATIONS
- STORM DRAIN
- xx.xx SPOT ELEVATIONS:  
TC = TOP OF CURB  
G = GUTTER
- FFE = FINISHED FLOOR ELEVATION  
FG = FINISHED GRADE

**GENERAL GRADING NOTES**

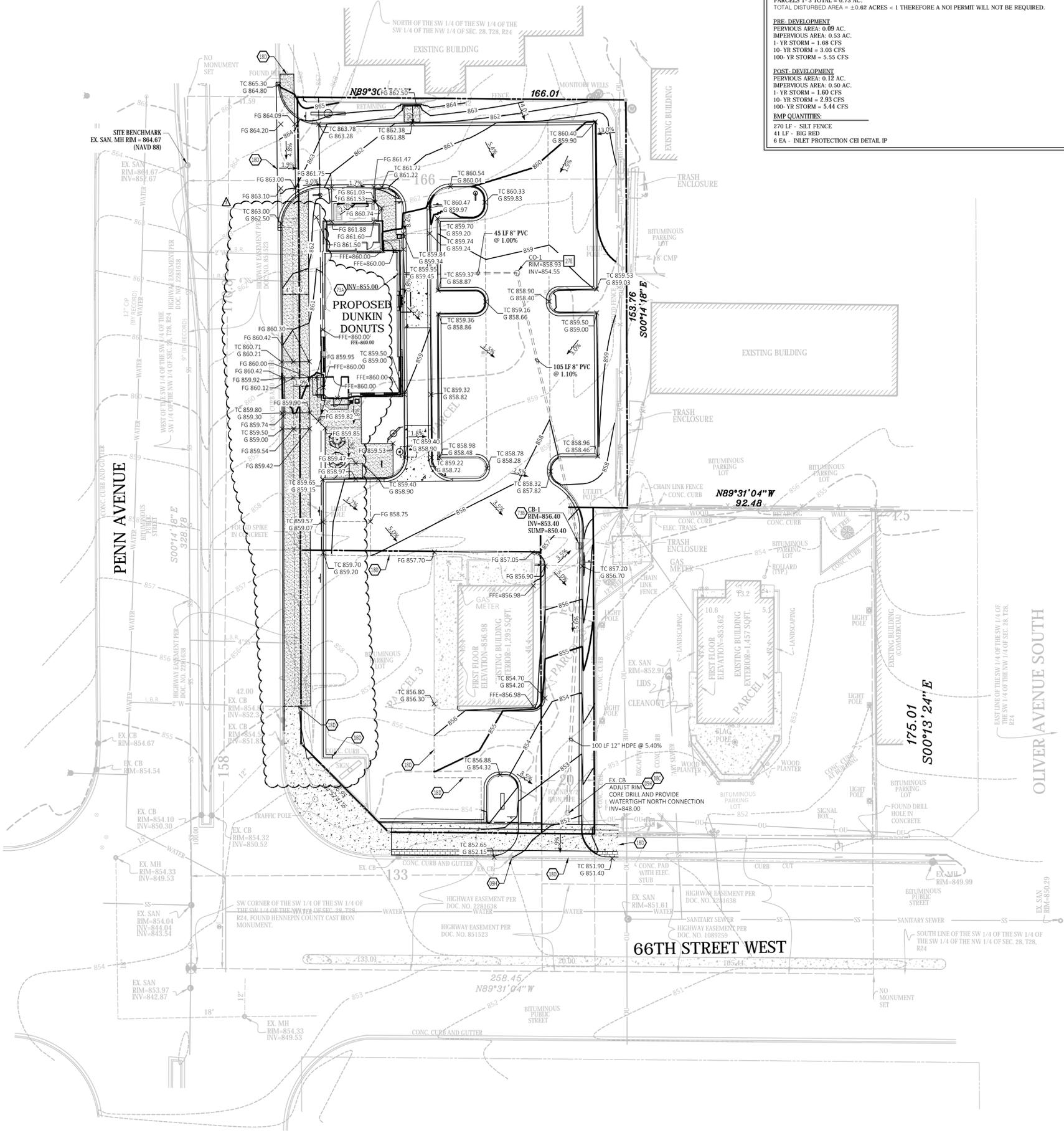
- A. PRIOR TO INSTALLATION OF OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF DESIGN CONFLICTS.
- B. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND 4" OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS (SEE LANDSCAPE PLAN FOR SEED MIX AND PROPER APPLICATION RATE). ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- C. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
- D. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS, ALL STORM DRAIN PIPE BEDDING SHALL BE INSTALLED PER CITY OF RICHFIELD STANDARD DETAIL STM-14. ALL STORM DRAIN PIPES ARE MEASURED FROM CENTER OF STRUCTURES AND ENDS OF FLARED END SECTIONS.
- E. ALL SLOPES IN THE HANDCAP STALLS AND WALK WAYS SHALL BE ADA COMPLIANT OR WILL BE REMOVED AND REPLACED AT NO EXPENSE.

**GRADING NOTES**

- 09H REMOVE TOP OF EXISTING DRAINAGE STRUCTURE AND ADJUST RIM ELEVATION TO MATCH FINISH GRADE.
- 18C CONNECT TO EXISTING STORM DRAIN MANHOLE OR INLET.
- 18D MATCH EXISTING PAVEMENT ELEVATIONS.
- 73A CONNECT TO INTERNAL ROOF DRAIN SYSTEM (PER ARCH. PLANS)
- 73B CATCH BASIN/MANHOLE WITH RECTANGULAR LID (CITY OF RICHFIELD DETAIL STM-02A AND STM-11)

**GRADING DETAILS**

- 27E STORM DRAIN CLEAN-OUT



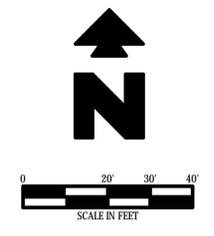
JOB # 30115 DRAWING: 30115-PRO-015.DWG LOCATION: P:\30000\30115.DWG DATE: 9/15/17 3:30:15 PM

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

30115	9/15/17	ALC	ALC	AIR	AIR
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
<b>CEI Engineering Associates, Inc.</b>					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
2025 Centre Pointe Blvd., Suite 210 (651)453-8960 Mendota Heights, MN 55120 (651)452-1149					
<b>PENN AVENUE PARTNERS, LLC</b>					
6529 PENN AVENUE S RICHFIELD MN					
<b>GRADING &amp; DRAINAGE PLAN</b>				REV DATE 9/15/17 REV-3	SHEET NO. C3

JOB # 30115 DRAWING: 30115-PRO.DWG LAST SAVED BY: PNBREAU LOCATION: P:\30000\30115\01\Drawings\Design (Rev-3)\30115-PRO.dwg

**SITE BENCHMARK**  
 TEMPORARY SITE BENCHMARK  
 SANITARY SEWER MANHOLE SOUTHWEST OF NORTHWEST PROPERTY CORNER  
 RIM ELEVATION: 844.67 (AVD); 89  
 CONTRACTOR TO SET TEMPORARY BENCHMARK PRIOR TO CONSTRUCTION

**EXISTING LEGEND**

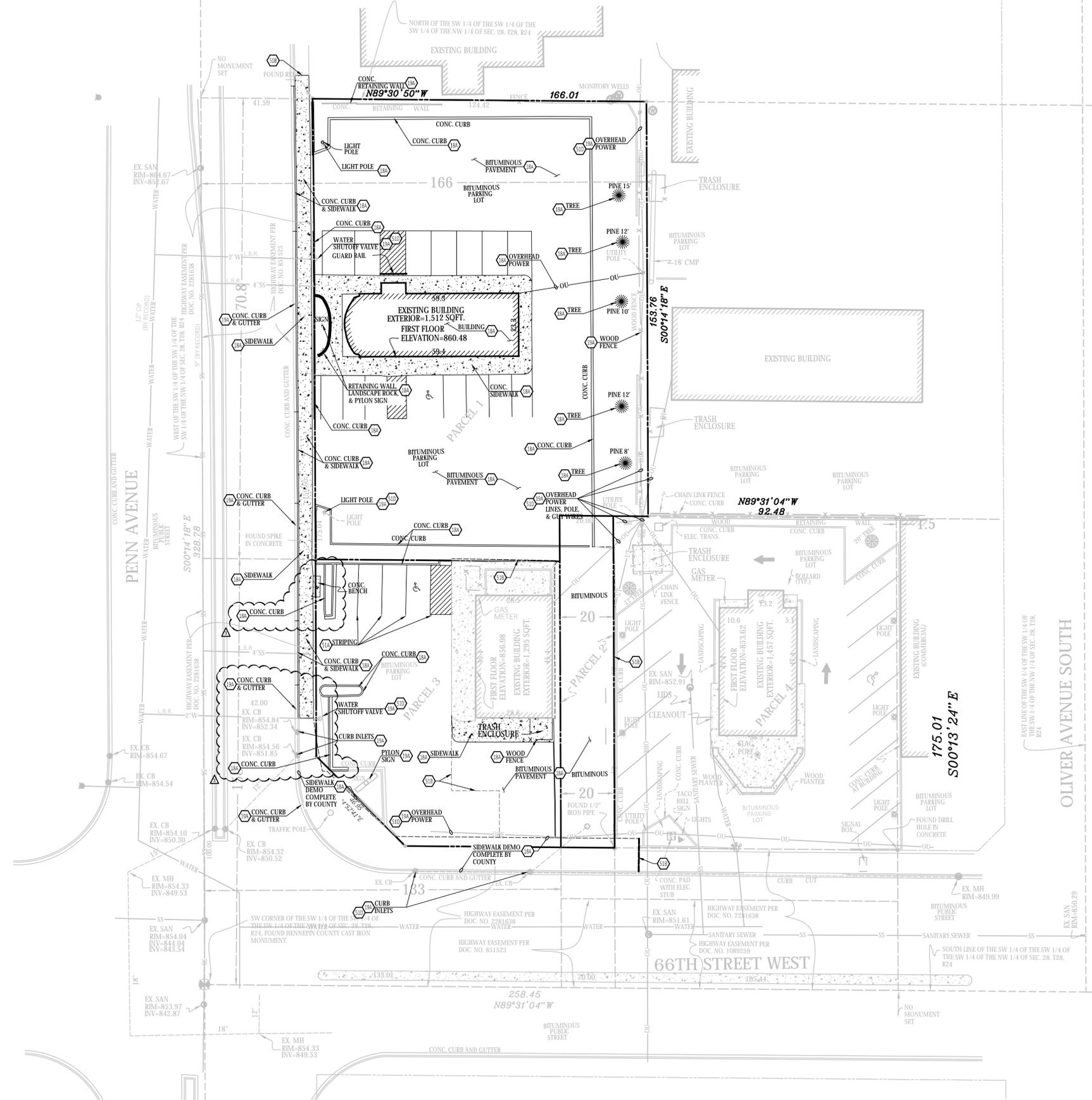
	MANHOLE		CATCH BASIN
	CULVERT		HYDRANT
	GAS METER		SIGN
	FENCE		WATER VALVE
	CONCRETE		UTILITY POLE
	DENOTES FOUND		LIGHT POLE
	DENOTES 1/2" IRON PIPE MARKED R/S 25718		TELE/ELEC BOX
			GAS VALVE
			OVERHEAD WIRES
			WELL

**GENERAL DEMOLITION NOTES**

- THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE 'OWNER STANDARD SITE WORK SPECIFICATIONS'.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.
- CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- ENGINEER'S NOTICE TO CONTRACTOR**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

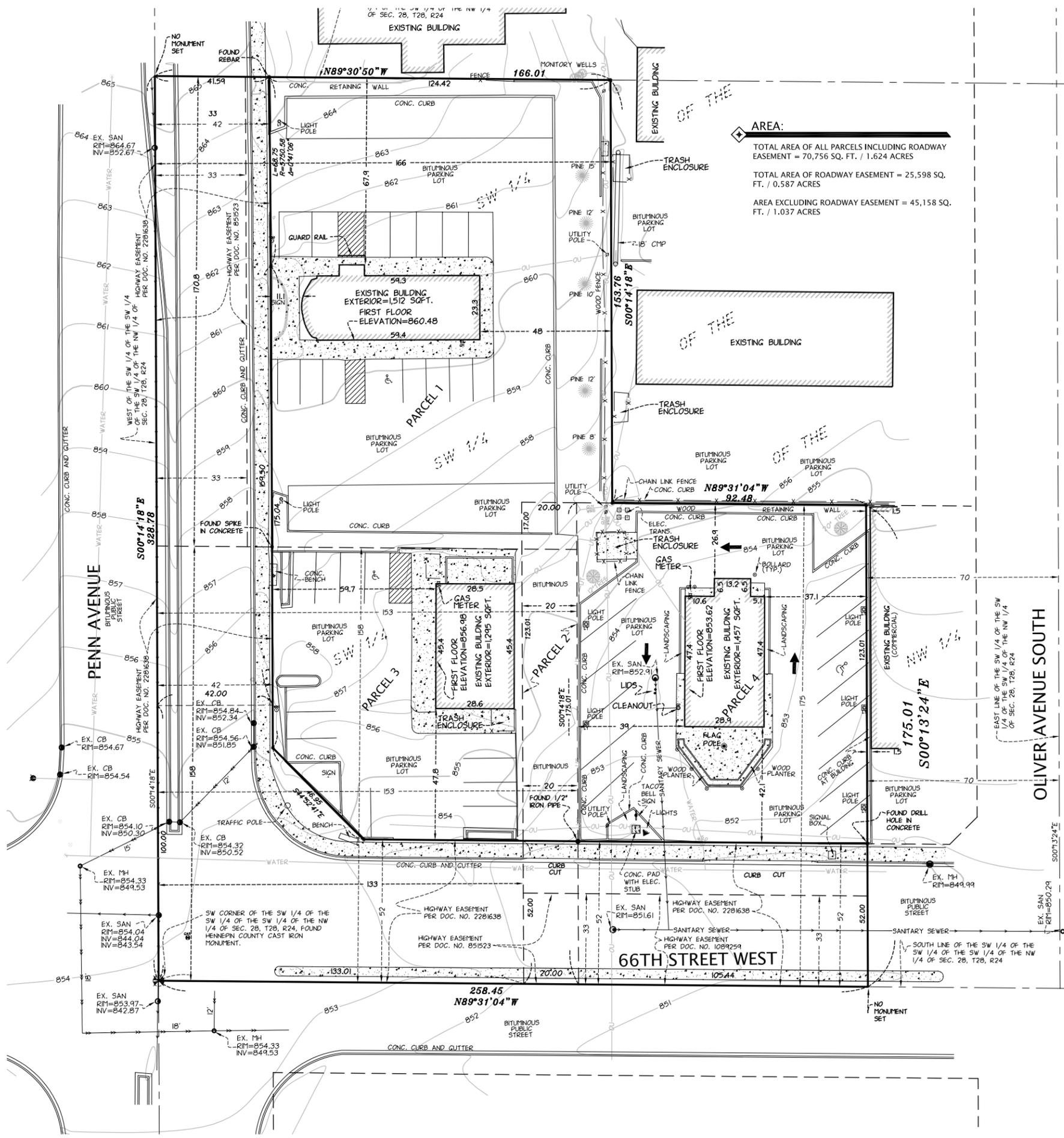
**DEMOLITION NOTES**

18A	EXISTING TO BE REMOVED.
19A	EXISTING TO REMAIN.
51A	BLACKOUT STRIPING.
51B	LIMITS OF SAWCUT AND PAVEMENT REMOVAL.
51D	PROTECT EXISTING STRUCTURES AND/OR PIPES DURING DEMOLITION AND CONSTRUCTION PHASES.



**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

30115	9/15/17	ALC	ALC	AIR	AIR
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
<b>CEI Engineering Associates, Inc.</b>					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
2025 Centre Pointe Blvd., Suite 210 (651)453-8960 Mendota Heights, MN 55120 (651)452-1149					
<b>PENN AVENUE PARTNERS, LLC</b>					
6529 PENN AVENUE S RICHFIELD MN					
<b>DEMOLITION PLAN</b>				REV DATE 9/15/17 REV-3	SHEET NO. C1



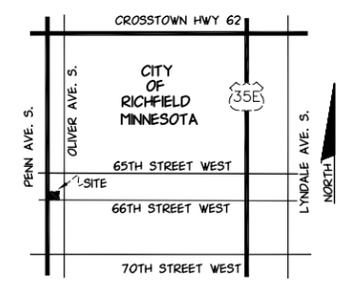
**AREA:**

TOTAL AREA OF ALL PARCELS INCLUDING ROADWAY EASEMENT = 70,756 SQ. FT. / 1.624 ACRES

TOTAL AREA OF ROADWAY EASEMENT = 25,598 SQ. FT. / 0.587 ACRES

AREA EXCLUDING ROADWAY EASEMENT = 45,158 SQ. FT. / 1.037 ACRES

**VICINITY MAP**



**FLOOD INFORMATION:**

THE CITY OF RICHFIELD DOES NOT PARTICIPATE IN THE FLOOD INSURANCE RATE MAP PROGRAM. THE PROPERTY WOULD BE IN ZONE "C" PER THE CITY OF RICHFIELD ZONING DEPARTMENT.

**SURVEY NOTES:**

1. THE WEST LINE OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SEC. 28, T28, R24 IS ASSUMED TO HAVE THE BEARING OF SOUTH 00 DEGREES 14 MINUTES 18 SECONDS EAST.
2. UNDERGROUND GAS WAS NOT LOCATED BY THE UTILITY COMPANY AT THE TIME OF THIS SURVEY.

**EXISTING LEGAL DESCRIPTIONS:**

**PARCEL 1:**  
Legal Description per Commercial Partners Title, LLC as agent for Lawyers Title Insurance Corporation Commitment File No. 27401, dated July 23, 2006.

That part of the West 166.00 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW1/4 of the SW1/4 of the SW1/4 of the NW1/4) of Section 28, Township 28, Range 24, lying North of the South 175.00 feet thereof; and the North 17.00 feet of the South 175.00 feet of the West 133 feet of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW1/4 of the SW1/4 of the SW1/4 of the NW1/4) of Section 28, Township 28, Range 24, in the Village of Richfield, Hennepin County, Minnesota.

**PARCEL 2:**

The East 20.00 feet of the West 153.00 feet of the South 175.00 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW1/4 of the SW1/4 of the SW1/4 of the NW1/4) of Section 28, Township 28, Range 24, in the Village of Richfield, Hennepin County, Minnesota.

**PARCEL 3:**

The South 158.00 feet of the West 133.00 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW1/4 of the SW1/4 of the SW1/4 of the NW1/4) of Section 28, Township 28, Range 24, in the Village of Richfield, Hennepin County, Minnesota.

**PARCEL 4:**

That part of the South 175.00 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW1/4 of the SW1/4 of the SW1/4 of the NW1/4) of Section 28, Township 28, Range 24, lying East of the West 153.00 feet thereof and lying West of the East 70.00 feet thereof, in the Village of Richfield, Hennepin County, Minnesota.

Torrens Property  
Torrens Certificate No. 1126138 (Parcels 1 and 2)  
Torrens Certificate No. 1158718 (Parcel 3)  
Torrens Certificate No. 1121043 (Parcel 4)

**CERTIFICATION:**

To: Penn Avenue Partners II, LLC, Lawyers Title Insurance Corporation and Commercial Partner's Title:

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2005, and includes Items 1, 2, 3, 4, 5, 6, 8, 9, 10, 11a, 14, 16, 17 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a Land Surveyor registered in the State of Minnesota that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

CORNERSTONE LAND SURVEYING, INC.  
Dated: 8-24-06

By: *Daniel L. Thurmes*  
Daniel L. Thurmes  
Minnesota License No. 25718

**SCHEDULE B NOTES:**

- SUBJECT TO THE RIGHT OF WAY OF PENN AVENUE SOUTH OVER THE WESTERLY 33.00 FEET THEREOF, PER DOC. NO. 851523. AS SHOWN ON SURVEY (ITEM NO. 19)
- SUBJECT TO THE RIGHT OF WAY OF WEST 66TH STREET OVER THE SOUTHERLY 33.00 FEET THEREOF, PER DOC. NO. 851523. AS SHOWN ON SURVEY (ITEM NO. 20)
- SUBJECT AN EASEMENT OF HIGHWAY PURPOSES IN FAVOR OF COUNTY OF HENNEPIN, AS CREATED IN DOC. NO. 2281638. AS SHOWN ON SURVEY. (ITEM NO. 21)
- SUBJECT TO THE RIGHT OF WAY OF 66TH STREET OVER THE SOUTH 33.00 FEET THEREOF PER DOC. NO. 1089259. AS SHOWN ON THE SURVEY. (ITEM NO. 28)
- SUBJECT TO THE HIGHWAY EASEMENT OVER THE SOUTH 52.00 FEET THEREOF PER DOC. NO. 2281638. AS SHOWN ON THE SURVEY. (ITEM NO. 29)

**BUILDING SETBACK & ZONING INFO**

ALL INFORMATION PER THE CITY OF RICHFIELD ZONING DEPARTMENT.  
THIS PARCEL IS ZONED I (INDUSTRIAL).  
THE BUILDING HEIGHT RESTRICTIONS FOR THIS ZONING DISTRICT IS 50 FEET

BUILDING SETBACKS -  
FRONT = 40 FEET FROM EXISTING RIGHT OF WAY OF 66TH STREET.  
REAR = 25 FEET  
SIDE = 25 FEET

PARKING SETBACKS -  
FRONT = 8 FEET FROM EXISTING RIGHT OF WAY OF 66TH STREET.  
REAR = 15 FEET (ADJOINS RESIDENTIAL)  
SIDE = 5 FEET

- SYMBOLS:**
- MANHOLE
  - CULVERT
  - GAS METER
  - FENCE
  - CONCRETE
  - DENOTES FOUND
  - 1/2" IRON PIPE
  - DENOTES SET 1/2" IRON PIPE MARKED RLS 25718
  - CATCH BASIN
  - HYDRANT
  - SIGN
  - WATER VALVE
  - UTILITY POLE
  - LIGHT POLE
  - TELE/ELEC BOX
  - GAS VALVE
  - OVERHEAD WIRES
  - WELL

CALL BEFORE YOU DIG!  
**Gopher State One Call**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE: 1-800-252-1166

**CONTACT:**

Charlotte M. Schu  
Penn Avenue Partners II, LLC  
50 South Sixth Street, Suite 1480  
Minneapolis, Minnesota 55402  
Phone: 612-313.2500  
Fax: 612.313.0136

**COUNTY/CITY:**

**HENNEPIN COUNTY**  
**CITY OF RICHFIELD**

**SEAL:**

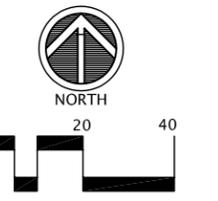
THE STATE OF MINNESOTA DOES NOT REQUIRE A SEAL.

**CERTIFICATION:**

SEE CERTIFICATION ON SHEET

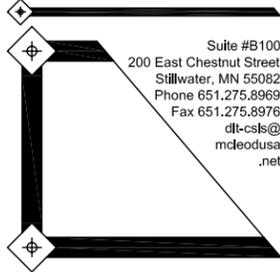
**REVISIONS:**

DATE	REVISION
8-24-06	ORIGINAL SURVEY



**PROJECT LOCATION:**

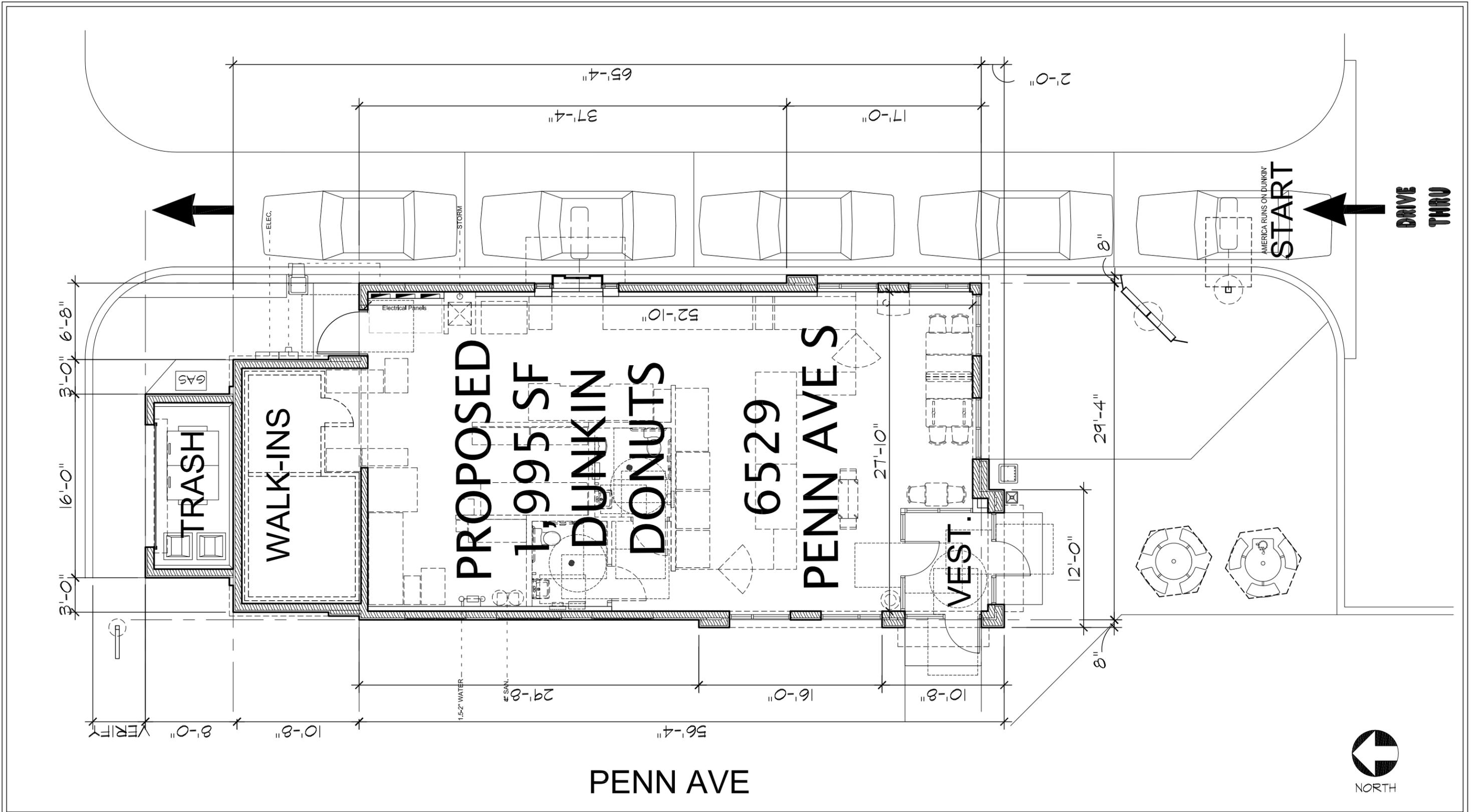
**2208**  
**2210**  
West 66th Street  
**6529**  
**6545**  
PEN AVENUE SOUTH  
P.I.D.#2802824230018  
P.I.D.#2802824230019  
P.I.D.#2802824230020  
P.I.D.#2802824230021



**CORNERSTONE LAND SURVEYING, INC**

FILE NAME: SURVCR13  
PROJECT NO.: CR06013

**CERTIFICATE OF SURVEY**



**ARCHITECTURAL  
CONSORTIUM L.L.C.**

901 North 3rd Street  
Minneapolis, MN 55401

612-436-4030  
Fax 612-692-9960

PREPARED FOR:

**DUNKIN' DONUTS**

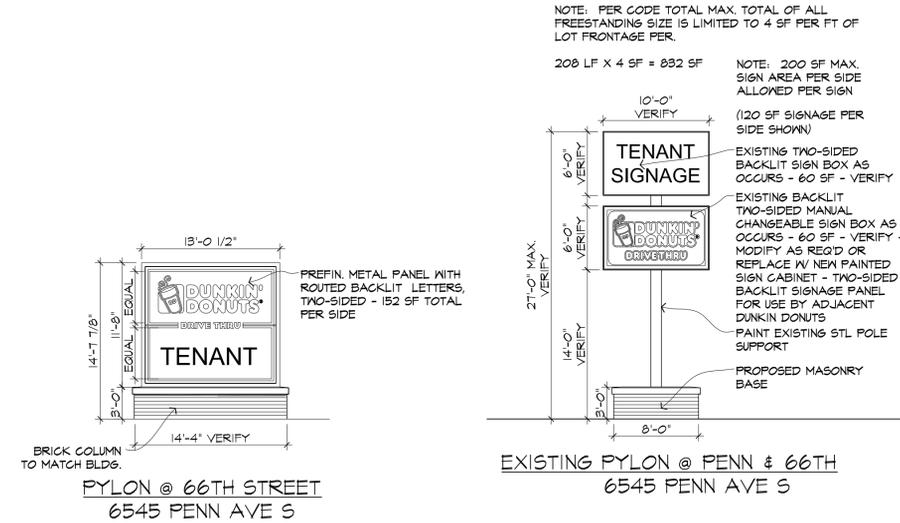
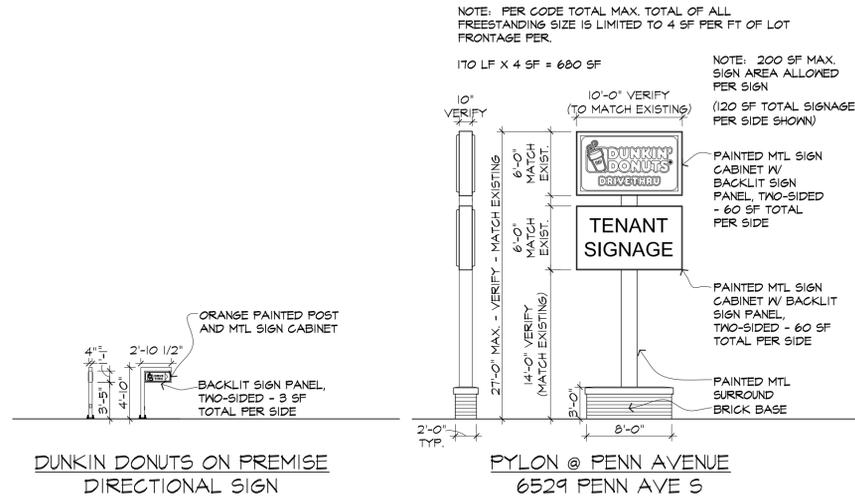
6529 PENN AVE S  
RICHFIELD, MN

**PRELIMINARY  
FLOOR PLAN**

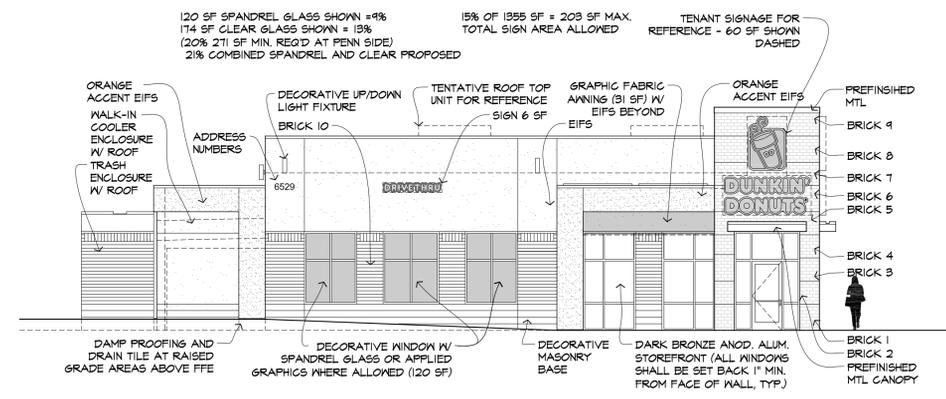
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PROJECT NUMBER: 16-1048-01  
ISSUED DATE: 08/10/17  
DRAWN BY: ES  
CHECKED BY: KA

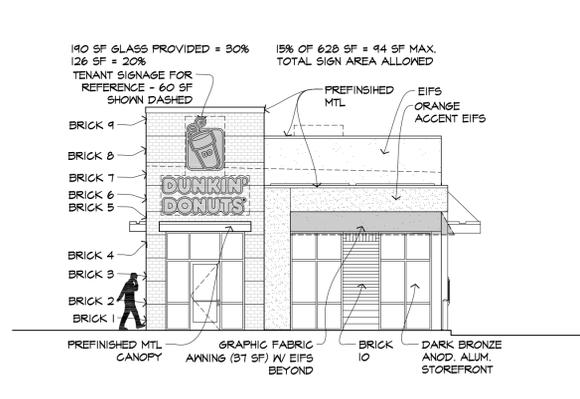
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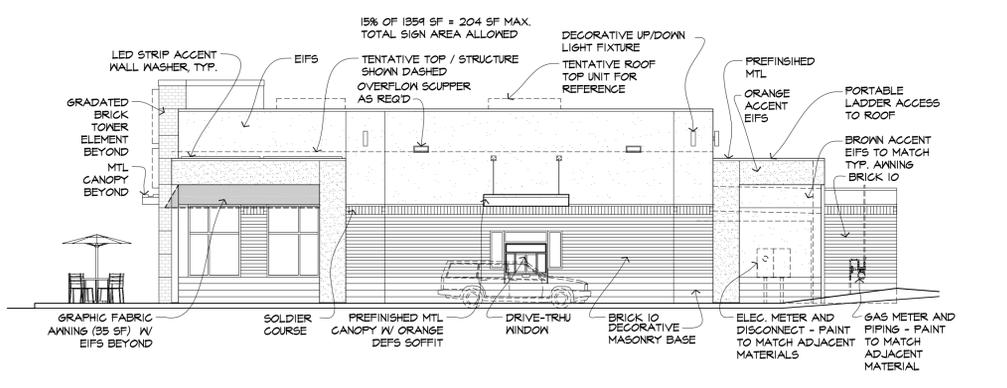
**5 PROPOSED ON PREMISE SITE SIGNAGE**  
1/8" = 1'-0"



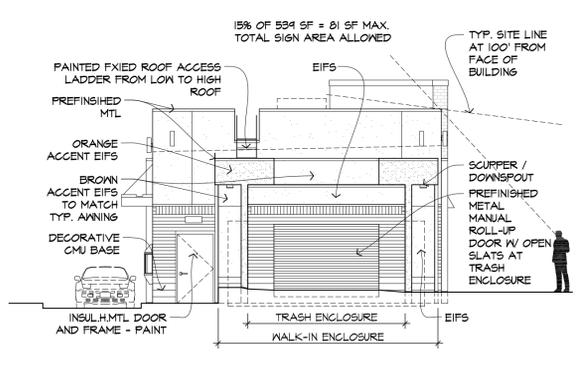
**6 PROPOSED OFF PREMISE SITE SIGNAGE**  
1/8" = 1'-0"



**4 WEST ELEVATION**  
FACING PENN  
1/8" = 1'-0"



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



Mark	Revision / Issue	Date
	CITY SUBMITTAL	08/11/17
	REVISED CITY SUBMITTAL	09/XX/17

**PRELIMINARY**  
NOT FOR CONSTRUCTION

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

Printed Name: Kathy L. Anderson

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ License #: \_\_\_\_\_



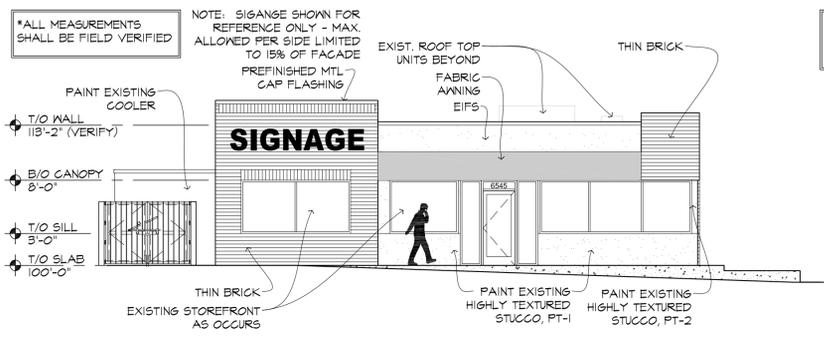
6529 PENN AVE S  
RICHFIELD, MN 55423

**PROPOSED EXTERIOR ELEVATIONS**

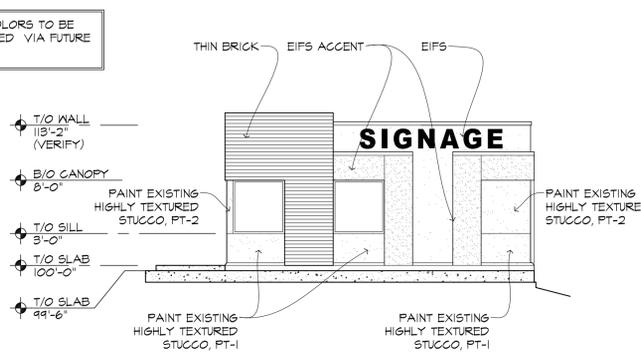
SCALE: AS NOTED

PROJECT NUMBER:	16-1048-01
ISSUED DATE:	09/14/17
DRAWN BY:	ES
CHECKED BY:	KA
LOCATION PG #:	356550

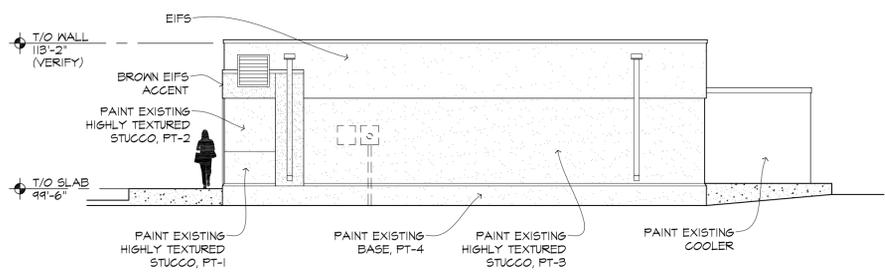
**A3.1**



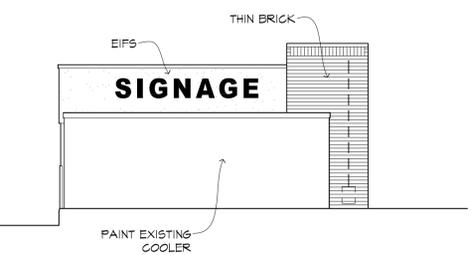
**8 PROPOSED WEST ELEVATION**  
FACING PENN 1/8" = 1'-0"



**7 PROPOSED SOUTH ELEVATION**  
FACING 66TH 1/8" = 1'-0"



**6 PROPOSED EAST ELEVATION**  
1/8" = 1'-0"



**5 PROPOSED NORTH ELEVATION**  
1/8" = 1'-0"

Mark	Revision / Issue	Date
	CITY SUBMITTAL	08/11/17

**PRELIMINARY**  
NOT FOR CONSTRUCTION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.  
Printed Name: Kathy L. Anderson  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ License #: \_\_\_\_\_

**EXTERIOR STOREFRONT REMODEL**

FLOWERAMA  
RICHFIELD, MN

**PROPOSED EXTERIOR ELEVATIONS**  
SCALE: AS NOTED

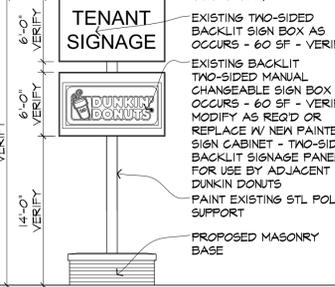
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ISSUED DATE:	08/10/17
DRAWN BY:	MR/ES
CHECKED BY:	KA

**A3.1**

NOTE: PER CODE TOTAL MAX. TOTAL OF ALL FREESTANDING SIZE IS LIMITED TO 4 SF PER FT OF LOT FRONTAGE PER.

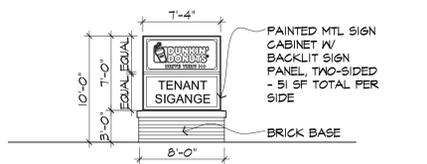
208 LF X 4 SF = 832 SF

NOTE: 200 SF MAX. SIGN AREA PER SIDE ALLOWED PER SIGN (120 SF SIGNAGE PER SIDE SHOWN)



EXISTING PYLON @ PENN & 66TH  
6545 PENN AVE S

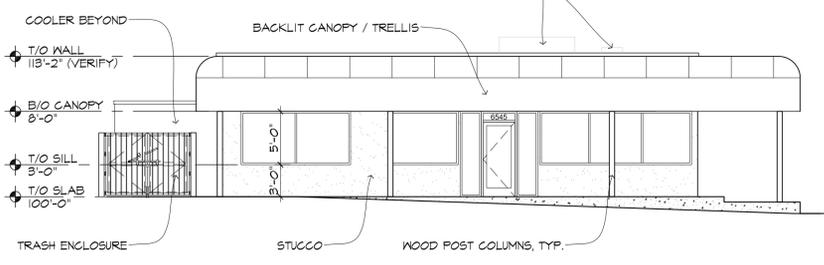
**9 SITE SIGNAGE**  
1/8" = 1'-0"



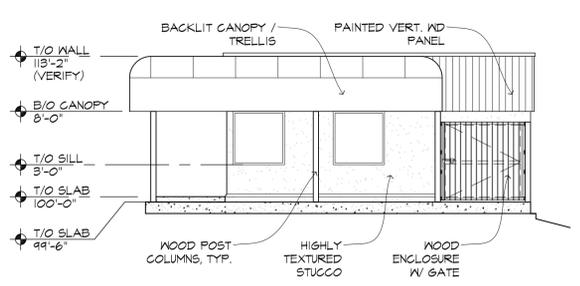
SHARED DIRECTIONAL MONUMENT SIGN AT 66TH

**10 SITE SIGNAGE**  
1/8" = 1'-0"

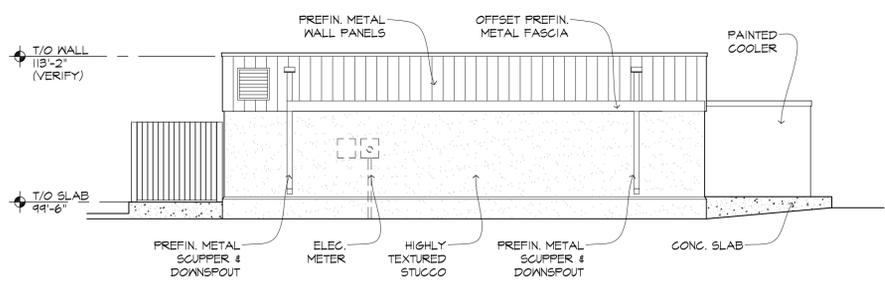
\*ALL MEASUREMENTS SHALL BE FIELD VERIFIED



**1 EXISTING WEST ELEVATION**  
1/8" = 1'-0"

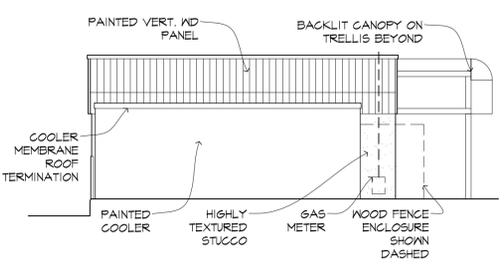


**2 EXISTING SOUTH ELEVATION**  
1/8" = 1'-0"



**3 EXISTING EAST ELEVATION**  
1/8" = 1'-0"

**4 EXISTING NORTH ELEVATION**  
1/8" = 1'-0"



NOTE: PER CODE TOTAL MAX. TOTAL OF ALL FREESTANDING SIZE IS LIMITED TO 4 SF PER FT OF LOT FRONTAGE PER.

208 LF X 4 SF = 832 SF

NOTE: 200 SF MAX. SIGN AREA PER SIDE ALLOWED PER SIGN

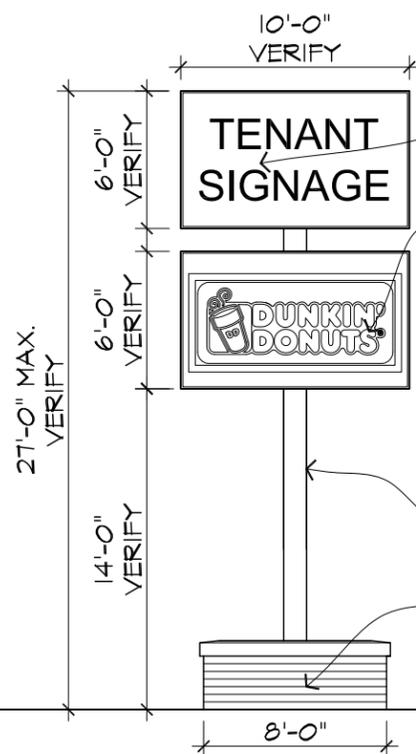
(120 SF SIGNAGE PER SIDE SHOWN)

EXISTING TWO-SIDED BACKLIT SIGN BOX AS OCCURS - 60 SF - VERIFY

EXISTING BACKLIT TWO-SIDED MANUAL CHANGEABLE SIGN BOX AS OCCURS - 60 SF - VERIFY - MODIFY AS REQ'D OR REPLACE W/ NEW PAINTED SIGN CABINET - TWO-SIDED BACKLIT SIGNAGE PANEL FOR USE BY ADJACENT DUNKIN DONUTS

PAINT EXISTING STL POLE SUPPORT

PROPOSED MASONRY BASE



EXISTING PYLON @ PENN & 66TH  
6545 PENN AVE S

NOTE: PER CODE TOTAL MAX. TOTAL OF ALL FREESTANDING SIZE IS LIMITED TO 4 SF PER FT OF LOT FRONTAGE PER.

170 LF X 4 SF = 680 SF

NOTE: 200 SF MAX. SIGN AREA ALLOWED PER SIGN

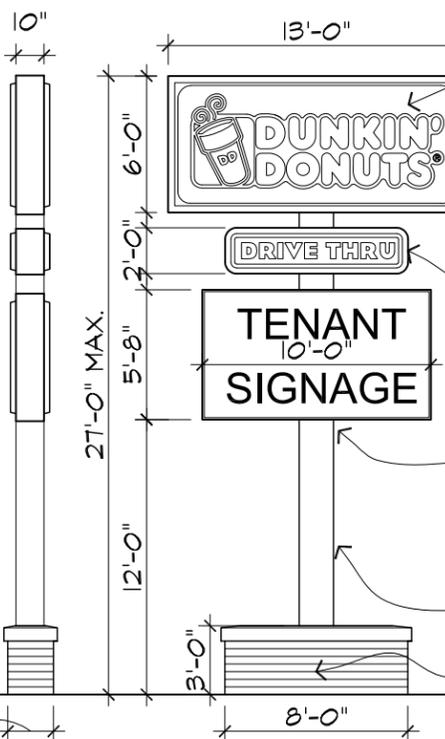
(150.5 SF SIGNAGE PER SIDE SHOWN)

PAINTED MTL SIGN CABINET W/ BACKLIT SIGN PANEL, TWO-SIDED - 77.5 SF TOTAL PER SIDE

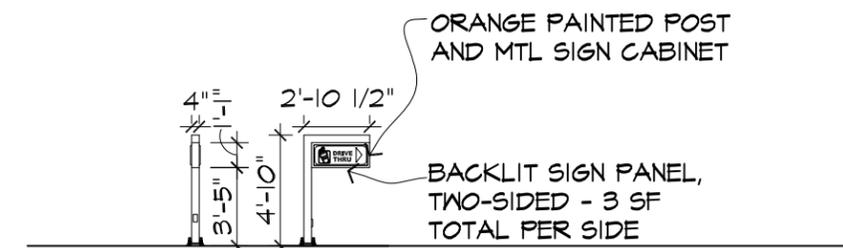
PAINTED MTL SIGN CABINET W/ BACKLIT SIGN PANEL, TWO-SIDED - 16 SF TOTAL PER SIDE

PAINTED MTL SIGN CABINET W/ BACKLIT SIGN PANEL, TWO-SIDED - 57 SF TOTAL PER SIDE

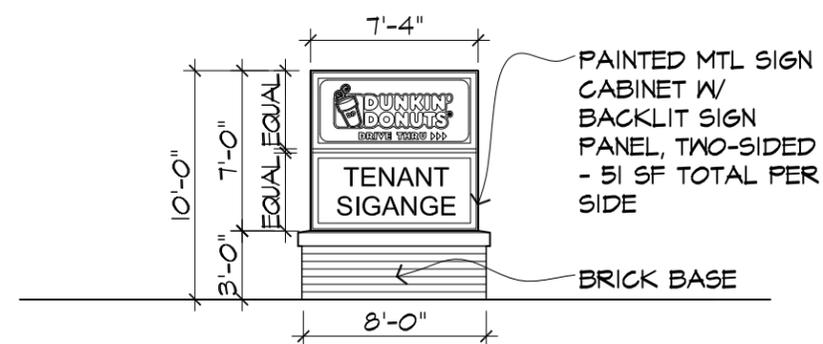
PAINTED MTL SURROUND BRICK BASE



PYLON @ PENN AVENUE  
6529 PENN AVE S



DUNKIN DONUTS ON PREMISE  
DIRECTIONAL SIGN



SHARED DIRECTIONAL MONUMENT SIGN  
AT 66TH

**ARCHITECTURAL CONSORTIUM L.L.C.**

901 North 3rd Street  
Minneapolis, MN 55401

612-436-4030  
Fax 612-692-9960

PREPARED FOR:

**FORMER FLOWERAMA**

6545 PENN AVE S  
RICHFIELD, MN

**PROPOSED SITE SIGNAGE**

SCALE: 1/8" = 1'-0"

PROJECT NUMBER: 17-1015-01  
ISSUED DATE: 07/10/17  
DRAWN BY: ES  
CHECKED BY: KA

**A3.2**



**4** WEST ELEVATION  
FACING PENN 1/8" = 1'-0"

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



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



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

**ARCHITECTURAL  
CONSORTIUM L.L.C.**  
901 North 3rd Street  
Minneapolis, MN 55401

PREPARED FOR:

**DUNKIN' DONUTS**  
6529 PENN AVE S  
RICHFIELD, MN

**PROPOSED RENDERING**  
  
SCALE: AS NOTED

PROJECT NUMBER: 16-1048-01  
ISSUED DATE: 08/11/17  
DRAWN BY: ES  
CHECKED BY: KA

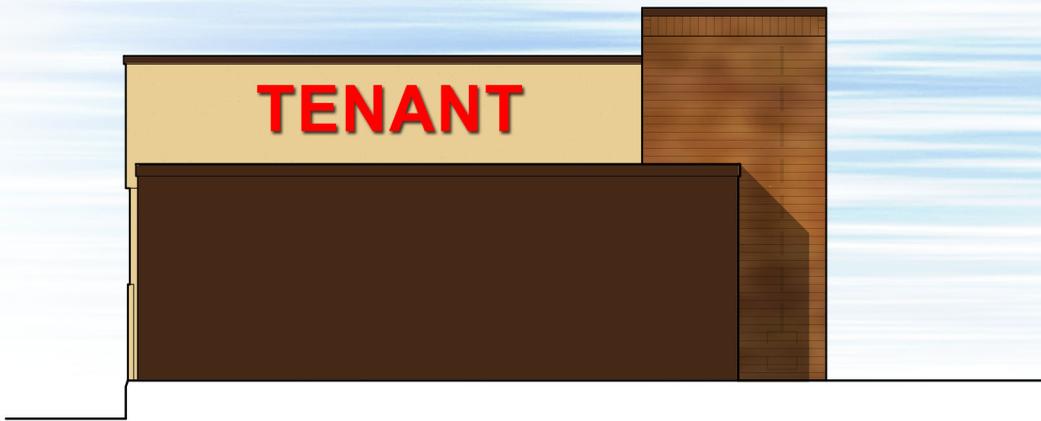
**A3.2**



1 PROPOSED WEST ELEVATION  
FACING PENN 1/8" = 1'-0"



2 PROPOSED SOUTH ELEVATION  
FACING 66TH 1/8" = 1'-0"



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



3 PROPOSED EAST ELEVATION  
1/8" = 1'-0"

**ARCHITECTURAL  
CONSORTIUM L.L.C.**  
901 North 3rd Street  
Minneapolis, MN 55401  
612-436-4030  
Fax 612-692-9960

Note: Rendering shown general reference and intent. Final colors to be determined via future tenant.

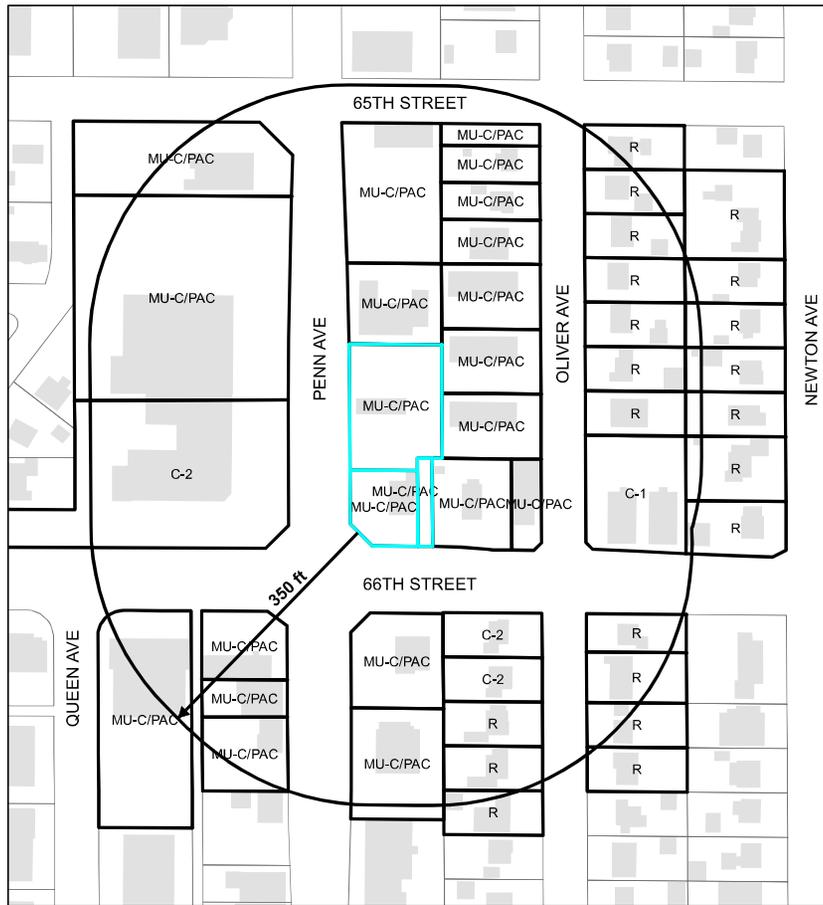
**FORMER FLOWERAMA**  
6545 PENN AVE S  
RICHFIELD, MN

**PRELIMINARY  
EXTERIOR ELEVATIONS**  
SCALE: AS NOTED

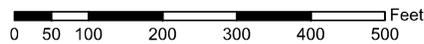
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ISSUED DATE: 03/10/17  
DRAWN BY: ES  
CHECKED BY: KA

**A3.1**

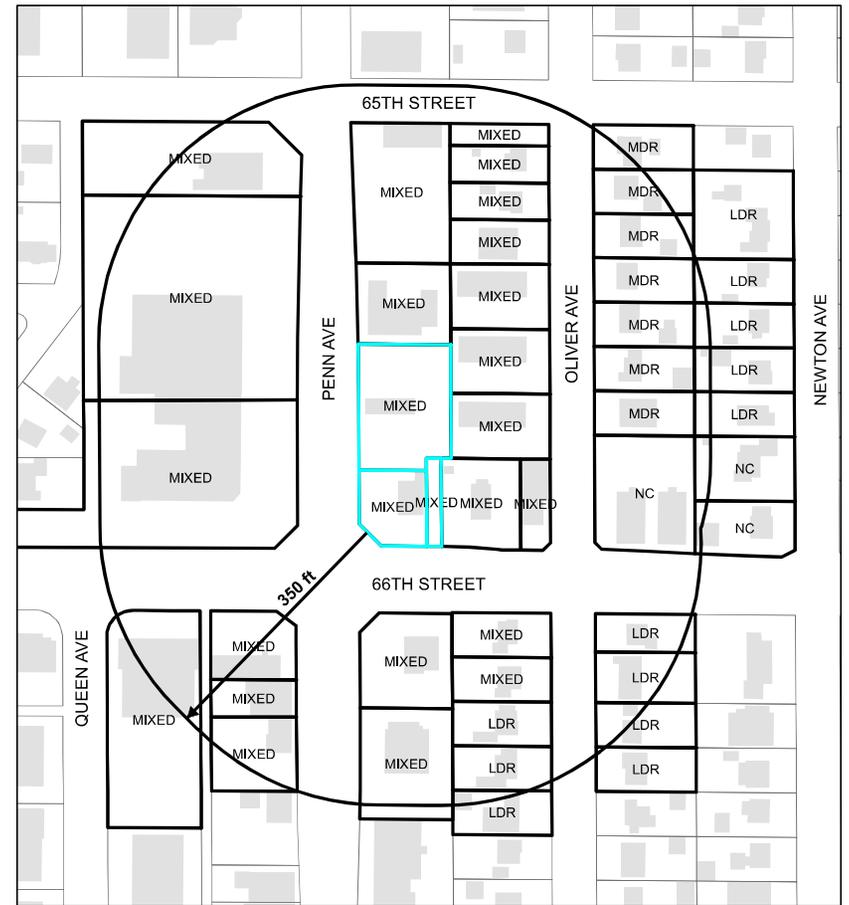
# 6529-6545 Penn Ave & 2210 66th St W Surrounding Zoning



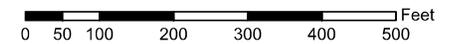
MU-C - Mixed-Use Community  
 PAC - Penn Avenue Corridor Overlay  
 C-1 - Neighborhood Business  
 C-2 - General Commercial  
 R - Single Family Residential



# 6529-6545 Penn Ave & 2210 66th St W Surrounding Comprehensive Plan



MIXED - Mixed Use  
 LDR - Low Density Residential  
 MDR - Medium Density Residential  
 NC - Neighborhood Commercial



# Project Narrative

**DATE:** September 25, 2017  
**TO:** Members of Planning Commission, City of Richfield Staff, and meeting attendees  
**FROM:** Karla Carlson & Rick Hauser (Owner/ Developer) and  
Chris Leu & Damon Dranchak (Dunkin Donuts Franchisee/ Operators)  
**RE:** Proposed Dunkin Donuts – 66<sup>th</sup> & Penn Ave, Richfield, MN

---

Penn Avenue Partners II LLC has owned the four parcels that make up the NEC of the 66<sup>th</sup> & Penn Avenue intersection for 11 years. It was acquired with the intent of redevelopment from Day 1. The planned redevelopment pieces didn't fall into place prior to the 2008 housing burst which halted new development across the country. We are lucky to have maintained tenants during the great recession and only recently lost Flowerama due to their inability to weather the road construction projects along 66<sup>th</sup> Street.

As you know, the City of Richfield adopted Ordinance No. 2007-19 which required an Interim Use Permit for the Carhop operations to continue at 6529 Penn Avenue South. As part of the 2013 renewal of the IUP, the City required Penn Avenue Partners II LLC to provide to staff evidence that it was pursuing redevelopment opportunities in order for the City to continue to issue the IUP in future years.

Since 2013, we have met with staff, commissioned site plans, advertised the space for lease and spent thousands of dollars and significant time analyzing the feasibility and demand for all different types of developments on the Carhop parcel alone as well as different combinations of the Flowerama, alley and Aida parcel. Suffice to say, there are physical challenges with the site that make redevelopment within the City's guidelines difficult at best. Each plan we drew required some form of variance as well as its own set of deficiencies that eventually made the project unworkable.

After years of work on this site, we are thrilled to be here today presenting to Planning Commission a site plan for a new Dunkin Donuts restaurant. Though the focal point of this site plan is of course, the new Dunkin restaurant, we have also proposed additional site and building improvements on the corner parcel which brings the two parcels together into one cohesive development along Penn Avenue.

The site plan design was finalized based on feedback from our city work session, multiple meetings with staff and the operations team at Dunkin. Though the plan requires variances to be granted, we believe the benefits of this redevelopment far exceed any other site plan we attempted to design, and absolutely exceeds the conditions of the corner today:

- The use no longer requires an interim use permit;
- There is demand for another coffee oriented use in the neighborhood (evidenced by the long wait times at the Caribou down the street on 66<sup>th</sup>);
- The site plan provides significantly more landscaping and trees/ shrubs than existing today;

- The site plan provides the 10' sidewalk that has been noted as extremely important to the city; and
- The proposed improvements will add vibrancy to an otherwise tired corner at a well-traveled intersection in the heart of the PAC.

In addition to the physical improvements this project provides, the operator of this proposed Dunkin' Donuts is a locally owned and operated franchise with a strong interest in the community. They will actively participate in local fundraisers and community involvement. Dunkin' Donuts annually hosts a "Cop on a Rooftop" fundraiser to bring together the local police department and community in raising money for Special Olympics programs across the country.

Dunkin' Brands also has a corporate foundation -- The Joy in Childhood Foundation. This foundation provides the simple joys of childhood to sick and hungry kids. Since 2006, the Joy in Childhood Foundation (formerly The Dunkin' Donuts & Baskin-Robbins Community Foundation) has been deeply embedded in communities across the country and has donated over \$11 million to hundreds of national and local charities.

We fully intend to bring these programs to our restaurant. This is a great opportunity to be among the first Dunkin' Donuts in the Twin Cities and will draw attention from a large area to the Penn Avenue Corridor. Richfield is a vibrant city that would be a great fit for Dunkin' Donuts and we look forward to the opportunity to serve the community.

We are excited about the opportunity to write a new story for this corner after a decade of ownership.

Thank you,

Rick, Karla, Chris and Damon

# MEMO

**DATE:** October 13, 2017

**TO:** Council Members, City of Richfield Staff, and October 24<sup>th</sup>, 2017 Council Meeting attendees

**FROM:** Karla Carlson & Rick Hauser (Owner/ Developer) and Chris Leu & Damon Dranchak (Dunkin Donuts Franchisee/ Operators)

**RE:** Proposed Dunkin Donuts – 66<sup>th</sup> & Penn Ave, Richfield, MN

**New Information since Planning Commission**

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To address the concerns that were voiced at Planning Commission surrounding the variance related to the proximity of the drive thru to the residential buildings to the East, we have commissioned a traffic study, an engineered speaker sound plan using the latest and greatest speaker technology and (as of the date of this memo) requested a meeting with the residential property owner to discuss the speaker technology.

The attached Exhibit A provides the science behind the new Speaker Box technology that we would be using at this location. We can discuss this technology in greater detail at the meeting, but the takeaways of the information are:

- Automatic Volume Control (AVC) only raises the speaker volume 15 decibels (db) above the ambient noise;
- AVC adjusts the volume every time the speaker is activated (aka, every time a new car drives up and the order-taker begins speaking);
- AVC significantly reduces the sound pressure levels during quiet periods (ie – earlier mornings);
- The AVC system can be programmed to have a maximum set volume; and
- Using this technology, if ambient sound levels are at 61 dBA which is the volume used for HMEs study, the AVC would adjust to 76 dBA and would dissipate to below ambient noise levels within 20’ of the speaker box, and would dissipate further to be at or below levels of a quiet urban nighttime (40 dBA) within 65’ of the speaker box. This is well within the requested variance of +/- 85’ to the residential boundary, and doesn’t take into consideration that the vehicle between the speaker box and the residents will act as an additional sound barrier as well.

This data provides the science behind the sound and illustrates that the drive thru sound should have little to no impact on the residential property. In fact, in completing this exercise, we learned that the orientation of the proposed Dunkin building will act as a significant buffer of the noise currently generated by the heavy traffic along Penn Ave, so this site plan should reduce the ambient volume surrounding the west side of that residential property.

In addition to the above information, we believe the following unique hardships should also be considered by Members of the Council:

1. Grades: The two parcels incur significant downhill grade change as you head South along Penn Avenue. This grade change significantly restricts site planning, particularly when we were attempting to site plan a larger single building “shopping center” or mixed-use type building. Though much of Penn Ave experiences some grade change, the grade change becomes more and more severe as you approach the 66<sup>th</sup> & Penn Ave intersection from the North.
2. Parcel Depth: Though it appears that almost all the parcels along the East side of Penn Avenue are the same depth, they are not. Our parcels are shallower due to the expanded ROW for the median and left turn lane at the intersection of 66<sup>th</sup> & Penn Ave. See the attached Exhibit B showing the gradual reduction of depth as you head South on Penn Ave. This is a hardship that impacts our two parcels more than any others along Penn Avenue.
3. Access: The addition of medians on both 66<sup>th</sup> Street and Penn Avenue have reduced access to the Flowerama and Carhop parcel to “right-in, right-out” only. This characteristic always gives tenants heartburn because it significantly reduces the “convenience shopper” visits which in turn makes the property more destination-oriented and those uses are significantly more difficult to identify. We are fortunate to have Dunkin’s interest in the site despite the access constraints. We believe that with the ability to announce Dunkin coming to the site, the corner becomes far more attractive to potential users.

I believe most everybody has either heard directly from us or understands the long list of benefits and positive impacts that this project offers the Richfield community so we did not feel compelled to include those in this memo.

We strongly believe that we are offering the best use for this site and hope that it will be the catalyst for change that the PAC has been looking for over the last decade.

## Drive-Thru Sound Levels

Some municipalities have adopted regulations aimed at controlling the acoustic noise levels in residential and (or) commercial areas. These regulations are of particular importance to drive-thru operators because the drive-thru is viewed as a source of noise. The noise originates both from the vehicles themselves and from the drive-thru communications system. This white paper addresses common questions related to sound from the communications system.

**Note:** Because every site is different and each municipality has its own regulations, HME is unable to make specific recommendations for compliance or give any assurance that any particular system configuration will comply with any given regulations. Statements made in this paper should be taken as general guidelines, but to ensure compliance, the site planner should retain the services of a qualified acoustic consultant equipped to make the necessary measurements.

In the drive-thru, the primary source of sound other than the vehicles is often the drive-thru communications system. Outbound audio includes the order taker's voice and any sound provided by the message repeater. The outbound audio is delivered by the speaker and must be loud enough to be clearly heard by the customer over the noise of the customer's vehicle, any local traffic and other ambient background noises in the area. However, if it is too loud, the sound can be objectionable to neighbors or even violate specific regulations.

HME base stations are equipped with a feature known as Automatic Volume Control or "AVC" which can be used to reduce the outbound sound pressure level based on ambient noise. When AVC is active, the outbound level is reduced to a level that is 15 dB above the ambient noise level at the speaker post microphone, but it **never** increases the level above what would be heard with AVC turned off. This feature can considerably reduce the SPL during quiet periods and may help in satisfying local requirements.

Sound levels are measured in units of dB SPL and usually include a frequency variable weight referred to as "A Weighting". For this reason, the units are frequently written as "dBA SPL" and that notation will be used throughout this paper. The sound pressure level from a speaker decreases as the distance away increases. However, it can be difficult to predict how much reduction will actually occur. For a single point sound source like an alarm bell hanging in air, the SPL drops approximately 6 dB every time the distance from the source doubles. Thus if one starts one foot away, the level will be 36 dB lower when one is 64 feet away. Unfortunately, speakers are neither single point sources nor are they hanging in air. Rather, speakers are mounted in a variety of different type enclosures. Further, the building, the ground and even other cars in proximity all effect the sound's direction and decay rate. All of this tends to make the sound more directional and the decay rate less predictable.

This paper provides some "typical" measurements taken outdoors under specific circumstances. These measurements can be used as a guide for what levels might occur in a drive-through installation. These measurements were taken using "pink noise", a type of noise frequently used for acoustic testing, at levels simulating the loudest speech expected from an order taker.

All typical measurements provided here were taken using the following equipment:

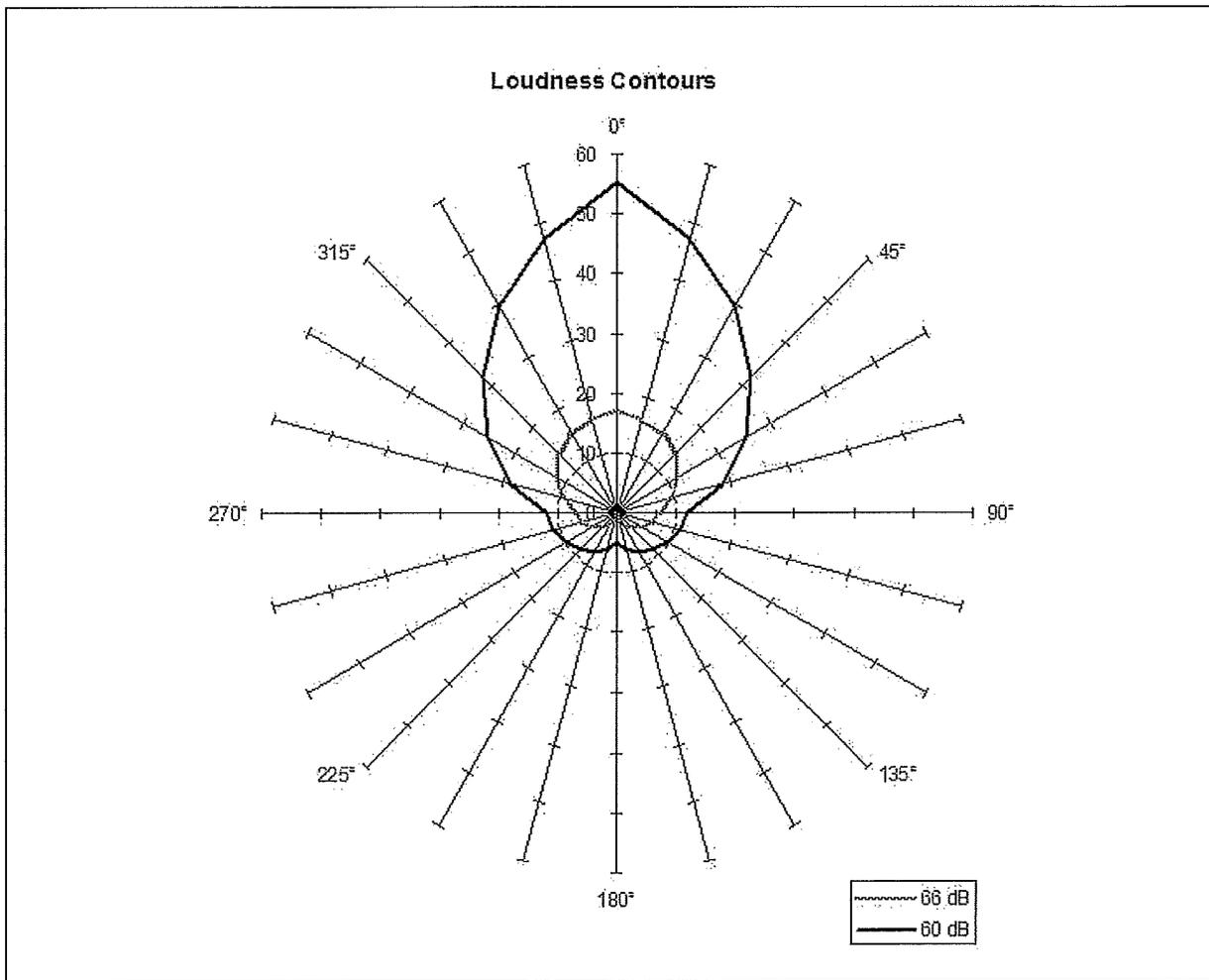
- Base station: HME ION IQ set to factory default levels
- Communicator: HME COM6000
- Speaker: HME SP10
- Speaker post: Texas Digital model 107150

## Drive-Thru Sound Levels

The measurement environment was as follows:

- Asphalt parking lot 50 ft from any building
- Ambient background noise level: ~47 dBA SPL
- Nearest vehicle not part of measurement: 15 ft

Initial measurements were taken with AVC off, no vehicle in front of the speaker post, and no other obstructions within at least 100 ft of the speaker. These are not "normal" conditions for a drive-thru, but they do yield one worst-case measurement. Under these conditions, the sound pressure level 1 foot in front of the speaker is 90 dBA SPL. At 17 feet, it drops down to a normal conversational level of 66 dBA SPL, but does not drop to 60 dBA until a distance of 55 feet. Figure 1 shows the loudness contours for both 60 dBA and 66 dBA levels. Since the primary concern is noise abatement at a distance, higher level contours are not shown.



**Figure 1 – SP10 SPL Contours**

With a vehicle parked in front of the speaker, the shape of the contour changes dramatically and depends on many factors including the height, size, shape, and angle of the vehicle. Because of the tremendous differences in vehicles, positioning, and lane construction, HME cannot predict with any certainty the shape of the resulting SPL contours. However, generally, the shape flattens and the loudest sounds are found at angles to the front and rear of the vehicle with the front being louder.

## Drive-Thru Sound Levels

### AVC Operation

AVC measures the ambient noise level in the drive-thru and adjusts the outbound level down so that it is **never more than 15 dB above the ambient noise level**. This is particularly useful at night when there is less traffic on surrounding streets and fewer cars in the drive-thru. It may also be useful in situations where the regulations do not specify specific sound pressure levels, but use terms like “reasonable” or “sufficient”. Because AVC adjusts continuously, it ensures that the outbound level is high enough to be heard by the customer whatever the conditions may be.

As an example, if the ambient noise level is 47 dBA, AVC will adjust the outbound level to approximately 62 dBA at a position about 1 ft from the speaker. Given this condition, the SPL will be below the ambient noise level less than 20 ft away from the post.

Since AVC adjusts based on the noise level measured at the speaker post, a noisy vehicle will drive the outbound level up. Thus, the use of AVC will not guarantee that the SPL is below any particular level for all vehicles or conditions. However, it will keep the outbound level from becoming excessively loud.

### Guidelines

HME cannot make specific recommendations, but here are some general things that can be done to minimize issues:

#### **Do**

- Place the speaker post where vehicles can get close to it. This allows the outbound level to be kept to a minimum.
- Use brick or concrete walls to isolate the installation from adjacent residences. These walls make good barriers, but must be high enough that sounds do not easily go over them.
- Adjust the outbound level to the minimum necessary to be clearly heard by customers
- Use AVC in situations where noise abatement is an issue to further reduce outbound levels during quiet periods.

#### **Don't**

- Face the speaker post toward busy streets. This increases the ambient noise level and makes it necessary to use higher outbound levels.
- Place the speaker post on a curve in the lane. Curves force vehicles to be further away from the post, which results in higher outbound level requirements and makes it difficult for order takers to hear customers.
- Face the speaker post or the drive-thru lane at adjacent residences. Remember that the highest sound levels are likely to be directly opposite the post and off the front of vehicles.
- Turn the outbound level up higher than necessary.
- Rely on vegetation to reduce sounds. Plants have rather limited impact on sound levels.

**Memo****Re: Drive-Thru Sound Pressure Levels From the Menu Board or Speaker Post**

The sound pressure levels from the menu board or speaker post are as follows:

1. Sound pressure level (SPL) contours (A weighted) were measured on a typical HME SPP2 speaker post. The test condition was for pink noise set to 84 dBA at 1 foot in front of the speaker. All measurements were conducted outside with the speaker post placed 8 feet from a non-absorbing building wall and at an oblique angle to the wall. These measurements should not be construed to guarantee performance with any particular speaker post in any particular environment. They are typical results obtained under the conditions described above.
2. The SPL levels are presented for different distances from the speaker post:

<b>Distance from the Speaker (Feet)</b>	<b>SPL (dBA)</b>
1 foot	84 dBA
2 feet	78 dBA
4 feet	72 dBA
8 feet	66 dBA
16 feet	60 dBA
32 feet	54 dBA

3. The above levels are based on factory recommended operating levels, which are preset for HME components and represent the optimum level for drive-thru operations in the majority of the installations.

Also, HME incorporates automatic volume control (AVC) into many of our Systems. AVC will adjust the outbound volume based on the outdoor, ambient noise level. When ambient noise levels naturally decrease at night, AVC will reduce the outbound volume on the system. See below for example:

<b>Distance from Outside Speaker</b>	<b>Decibel Level of standard system with 45 dB of outside noise <u>without</u> AVC</b>	<b>Decibel level of standard system with 45 dB of outside noise <u>with</u> AVC active</b>
1 foot	84 dBA	60 dBA
2 feet	78 dBA	54 dBA
4 feet	72 dBA	48 dBA
8 feet	66 dBA	42 dBA
16 feet	60 dBA	36 dBA

If there are any further questions regarding this issue please contact HME customer service at 1-800-848-4468.

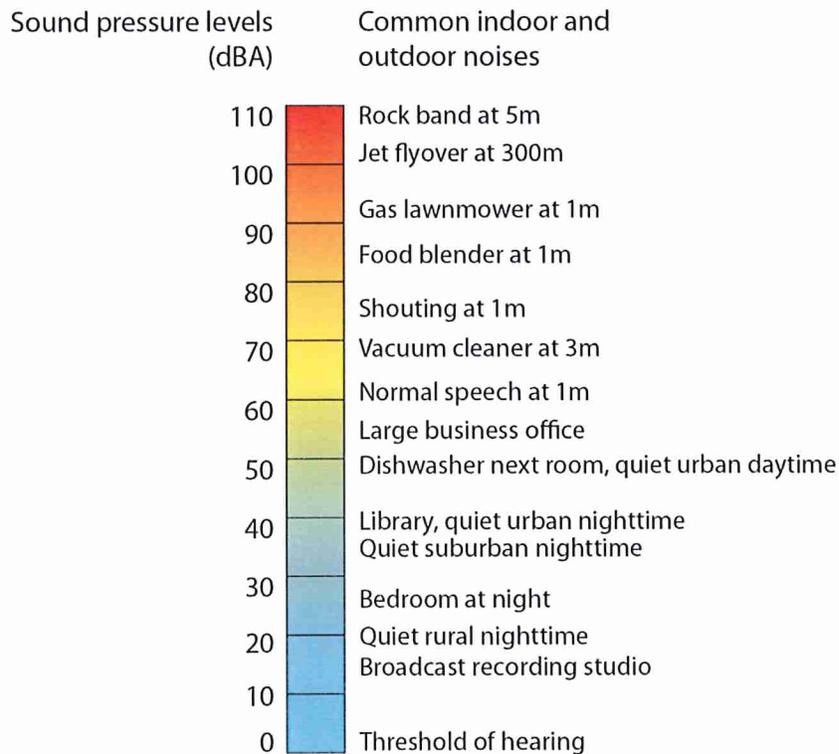
Thank you for your interest in HME's products.

there is less traffic on surrounding streets and fewer cars in the drive-thru. It may also be useful in situations where the regulations do not specify specific sound pressure levels, but use terms like “reasonable” or “sufficient”. Because AVC adjusts continuously, it ensures that the outbound level is high enough to be heard by the customer whatever the conditions may be.

As an example, if the ambient noise level is 47 dBA, AVC will adjust the outbound level to approximately 62 dBA at a position about 1 ft from the speaker. Given this condition, the SPL will be below the ambient noise level less than 20 ft away from the post.

Distance from Outside Speaker	Decibel Level of standard system with 45 dB of outside noise <u>without</u> AVC	Decibel level of standard system with 45 dB of outside noise <u>with</u> AVC active
1 foot	84 dBA	60 dBA
2 feet	78 dBA	54 dBA
4 feet	72 dBA	48 dBA
8 feet	66 dBA	42 dBA
16 feet	60 dBA	36 dBA

**Figure 2**



**Figure 3. Decibel levels of common noise sources**

## Drive Thru Volume Levels

- Automatic Volume Control (AVC) only raises the speaker volume 15 dBA above the ambient noise level, but it never increases the level above what would be heard with AVC turned off.
- AVC adjusts the volume every time the speaker is activated.
- This considerably reduces the sound pressure level (SPL) during quiet periods.
- If ambient sound levels are 45 dBA, AVC will adjust the speaker to 60 dBA. Within 8 feet, the speaker sound level would be below the ambient sound level, see Figure 2 below.
- With this technology, along with additional shielding provided, we are confident we will be a minimal, if any, disturbance to the adjacent residential.

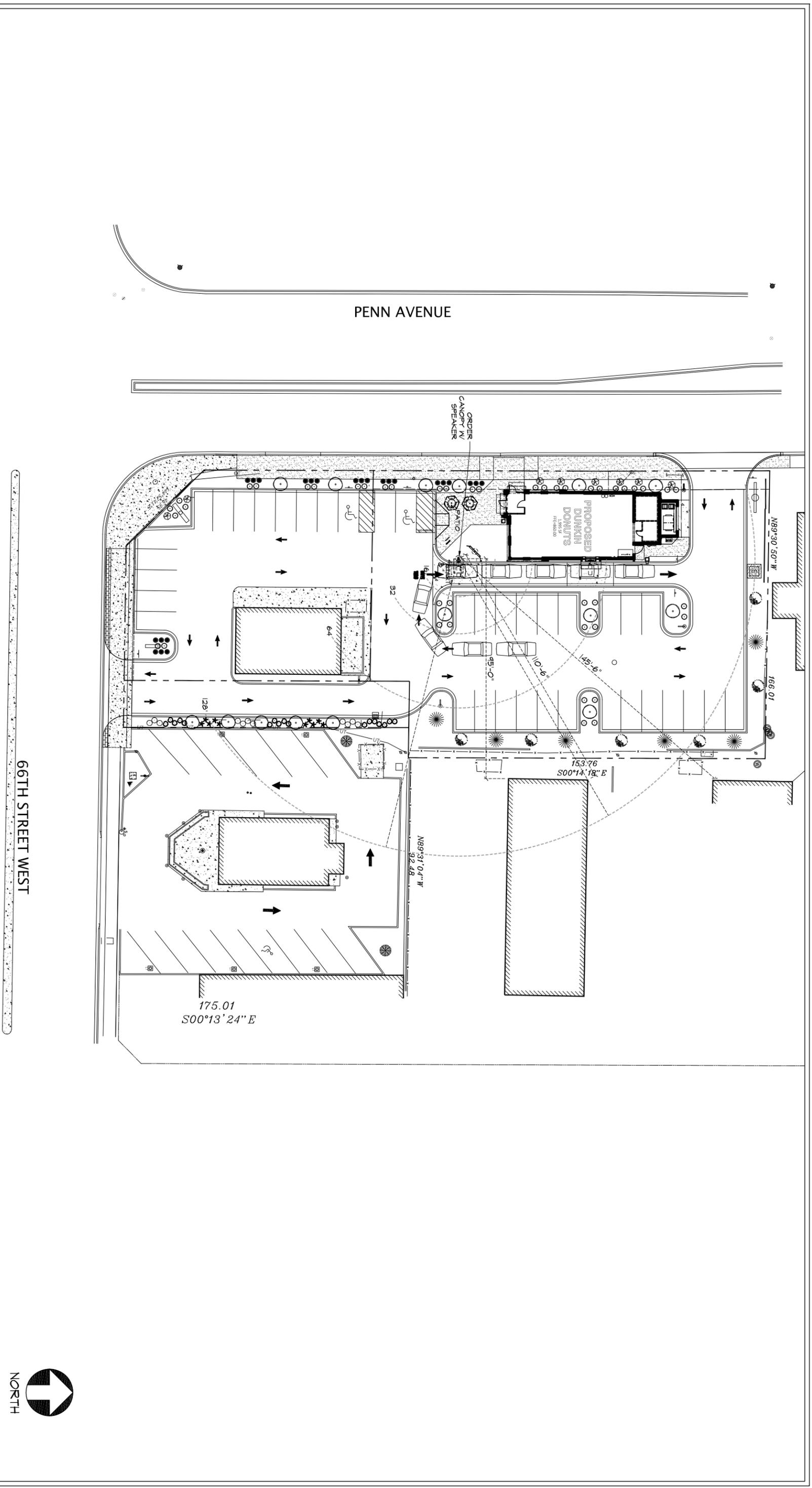
PREPARED FOR:

**DUNKIN' DONUTS**  
6529 PENN AVE S  
RICHFIELD, MN

**SITE PLAN  
SPEAKER EXHIBIT**  
SCALE: 1" = 40'-0"

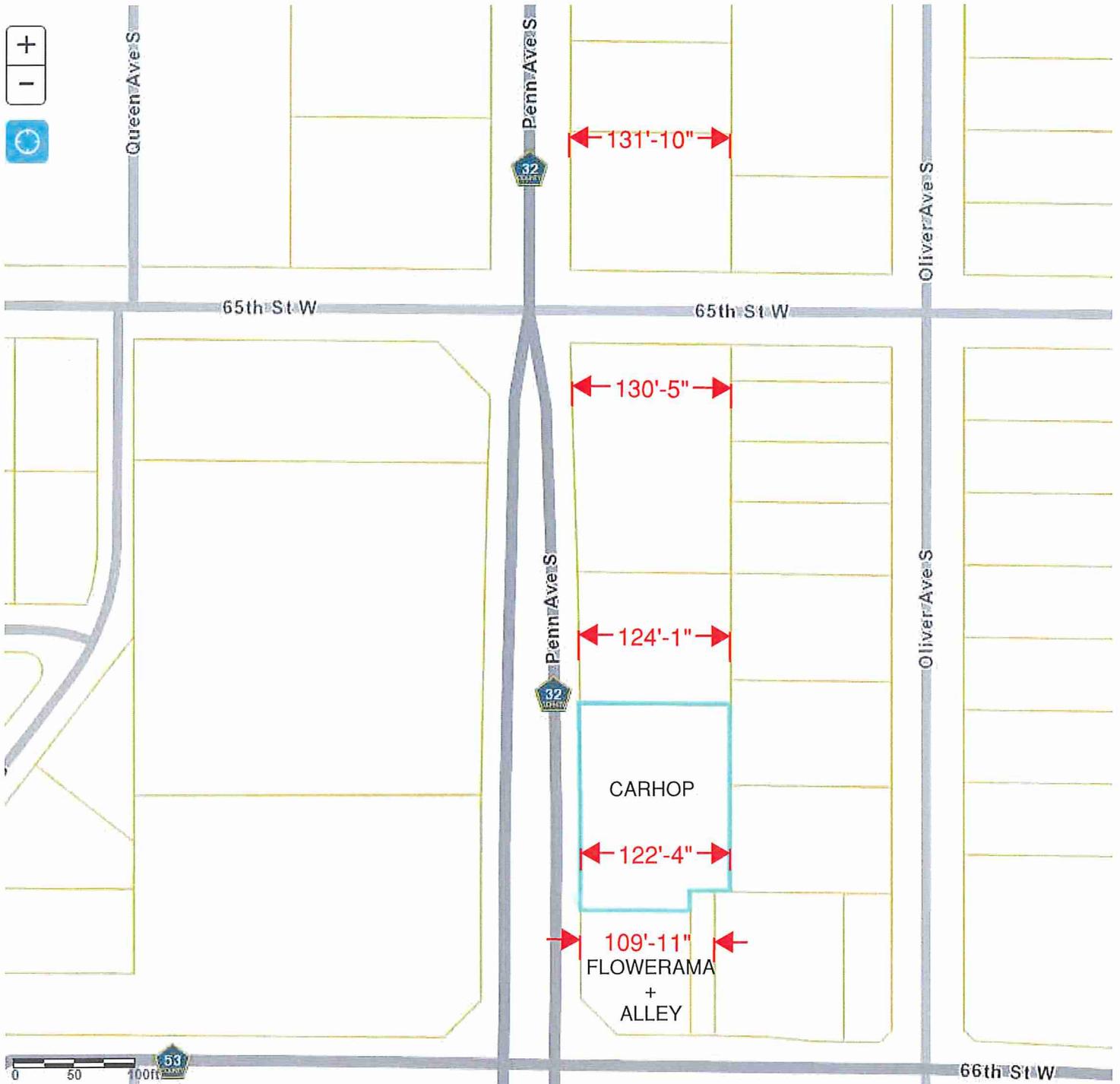
PROJECT NUMBER: 16-1048-01  
ISSUED DATE: 10/05/17  
DRAWN BY: ES  
CHECKED BY: KA

**A1-K**



# Exhibit B

## Parcel Depths





**PREMIER PROPERTIES, LLC**  
Post Office Box 390195  
Edina, Minnesota 55439-0195  
(952) 941-2400 FAX (952) 941-2413

October 26, 2017

Re: Conditional Use Permit and Variances for a Restaurant with Drive-Thru at 6529 Penn Ave.

Dear Richfield City Council,

Premier Properties owns/manages over 300 apartment units in Richfield and has owned Oliver 3 apartments (6520, 26 and 32 Oliver Ave. S.) since the 70's. We represent our residents who live at Oliver 3 and we all share the same goal: to make Richfield a place people want to call home.

There is no question the 66<sup>th</sup> and Penn area could use a face lift or improvement, especially on the north east corner. However, we cannot support a fast food restaurant with a drive-thru at that location. The set back requirement is 150 feet from the property line. The property line is 85.64 feet from the proposed drive-thru speaker. Our building or residents are approximately 11 feet from the property line. If allowed as proposed, they would be only 97 feet away from the speaker used for ordering.

There is no guarantee on hours of operation and if another restaurant decided to lease the space they could be open 24 hours. Thus our residents would hear people ordering at all hours of the day and night. No trees, screening or magic speaker that can judge the ambient noise to adjust volume levels will prevent the noise getting to our residents being so close, especially for the 2<sup>nd</sup> and 3<sup>rd</sup> floor residents.

Oliver 3 is 33 apartments that are called home by many people. Premier Properties has maintained and made improvements including, windows, driveways, lighting and hallway upgrades plus unit upgrades like new kitchens, bathrooms and flooring to attached good residents to the building and community. Having to tell or explain to our current residents or perspective new residents that they will be forced to listen people ordering food or beverages will obviously severally hinder people wanting to live there.

Please enforce the set back requirements that are in place and not grant the variance that would allow the drive-thru.

Should you have any questions, feel free to reach me at 952- 941-2400 or email at [andrewa@premierapts.com](mailto:andrewa@premierapts.com).

Thank you for your time and consideration.

Sincerely,

Andrew B. Akins

Premier Properties



**STAFF REPORT NO. 185**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of youth appointments to City advisory board/commissions.**

**EXECUTIVE SUMMARY:**

Terms of City advisory commission youth members expired on August 31, 2017. Advisory commission terms for youth members are for one year.

The City Council direct the City Manager's office to conduct a recruitment seeking applicants to fill the youth vacancies. This recruitment includes information on the City's website, Facebook page, and distributed to local high schools. Applicants were interviewed at a special City Council work session held on October 17, 2017.

**RECOMMENDED ACTION:**

**By Motion: Appoint persons to fill vacant youth terms on City advisory board/commissions.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- This information is contained in the Executive Summary.

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

- City advisory commissions were established by City ordinance or resolution.

**C. CRITICAL TIMING ISSUES:**

- Terms of City advisory commission youth members expired on August 31, 2017.

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- The October 17, 2017, special City Council work session was posted in accordance with the open meeting law requirements.

**ALTERNATIVE RECOMMENDATION(S):**

- The City Council may choose to defer the appointments to a future City Council meeting.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Vacancy List	Backup Material

**YOUTH COMMISSION VACANCIES**

Term Expires

**ADVISORY BOARD OF HEALTH**

\_\_\_\_\_

August 31, 2018

**ARTS COMMISSION**

\_\_\_\_\_  
\_\_\_\_\_

August 31, 2018  
August 31, 2018

**COMMUNITY SERVICES COMMISSION**

\_\_\_\_\_  
\_\_\_\_\_

August 31, 2018  
August 31, 2018

**FRIENDSHIP CITY COMMISSION**

\_\_\_\_\_  
\_\_\_\_\_

August 31, 2018  
August 31, 2018

**HUMAN RIGHTS COMMISSION**

\_\_\_\_\_  
\_\_\_\_\_

August 31, 2018  
August 31, 2018

**TRANSPORTATION COMMISSION**

\_\_\_\_\_

August 31, 2018



**STAFF REPORT NO. 186**  
**CITY COUNCIL MEETING**  
**10/24/2017**

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
10/18/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
10/18/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the City Council's approval of the Mayor's appointment of a Housing and Redevelopment Authority (HRA) Commissioner.**

**EXECUTIVE SUMMARY:**

On December 13, 2011, the City Council established by resolution that the public's interest is best served by having a composition of two appointed Council Members and three Mayor-appointed citizens serve on the HRA.

Doris Rubenstein was appointed to a five-year HRA term on November 19, 2007, reappointed on October 23, 2012, and her current term expired October 23, 2017.

Applications for the appointment were sought from residents between September 15 and October 15, 2017, and the City Council held interviews with applicants on October 17.

**RECOMMENDED ACTION:**

**By Motion: Approve the Mayor's appointment of an HRA Commissioner for a five year term commencing November 20, 2017 and expiring November 20, 2022.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- City Council Resolution No. 10586 was approved December 13, 2011, regarding appointments to the Housing and Redevelopment Authority board of commissioners; establishing composition of the board and term limits on non-elected members.

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

- Under State law, the Mayor appoints HRA Commissioners, subject to approval of the City Council.

**C. CRITICAL TIMING ISSUES:**

- To ensure a quorum at future meetings, the City Council should appoint an HRA Commissioner at tonight's meeting.
- If the City Council does not confirm the Mayor's appointment, a quorum may not be present at

future HRA meetings.

D. **FINANCIAL IMPACT:**

- This designation is at no additional cost to the City.

E. **LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- The Council may decide not to approve the Mayor's appointment or defer the appointment to a future City Council meeting.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None