



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
JUNE 8, 2021  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Open forum

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council. Individuals who wish to address the Council must have registered prior to the meeting.***

Approval of the Minutes of the (1) City Council Work Session of May 17, 2021; (2) Special Closed City Council Meeting of May 20, 2021; (3) City Council Listening Session of May 20, 2021; (4) City Council Work Session of May 25, 2021; (5) City Council Meeting of May 25, 2021; and (6) Special City Council Meeting of June 1, 2021.

**PRESENTATIONS**

1. Proclamation declaring June 9, 2021 as Mary Supple Day in the city of Richfield
2. Presentation for Pride Month LGBTQIA+ Proclamation
3. 2020 Audit Findings

**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. Consider the approval of an update to the City's Fund Balance Policy.  
Staff Report No. 87
  - B. Consider the first reading of an ordinance rezoning 23 properties in the vicinity of Veterans Memorial Park in order to be consistent with the adopted 2040 Comprehensive Plan. The proposed ordinance changes zoning designations of properties generally along 66th Street and Portland Avenue to either a multi-family or commercial zoning designation in order to allow more intense development in the future.  
Staff Report No. 88
  - C. Consider the acceptance of the quotation from Northland Recreation for \$180,000 to replace play

equipment at Christian and Fremont Parks and authorization of the Recreation Services Director to execute the contract.

Staff Report No. 89

- D. Consider approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their annual Holy Angels Rock the Lawn event taking place Saturday, July 17, 2021.

Staff Report No. 90

- E. Consider the approval of the Small Wireless Facility Collocation Supplemental Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.

Staff Report No. 91

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

### **OTHER BUSINESS**

- 7. Receipt of the City of Richfield Annual Financial Report for the fiscal year ended December 31, 2020.

Staff Report No. 92

### **PROPOSED ORDINANCES**

- 8. First reading of an ordinance establishing regulations for a new Veterans Park Area Overlay District and rezoning properties within the Veterans Park Area to be subject to said regulations.

Staff Report No. 94

### **RESOLUTIONS**

- 9. Consider a resolution of support for seeking state bonding funds to help secure a new Wood Lake Nature Center building.

Staff Report No. 95

- 10. Consider a resolution to amend the City Manager contract.

Staff Report No. 96

- 11. Consider a resolution to approve a citywide organized collection program and contract.

Staff Report No. 93

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

- 12. City Manager's Report

### **CLAIMS AND PAYROLLS**

- 13. Claims and Payroll

### **COUNCIL DISCUSSION**

- 14. Hats Off to Hometown Hits

- 15. Adjournment

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





# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

May 17, 2021

**CALL TO ORDER**

The meeting was called to order by Council Member Supple at 6:00 p.m. virtually via WebEx.

Council Members Present: Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; Simon Trautmann; and Sean Hayford Oleary

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Amy Markle, Recreation Services Director; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; Jane Skov, IT Manager; and Blanca Martinez Gavina, Executive Analyst

Others Present: Amber Blanchard, MnDOT; and Andrew Lutaya, MnDOT

Item #1	<b>OBTAIN FURTHER GUIDANCE FROM THE CITY COUNCIL ON ELEMENTS RELATED TO THE FUTURE 494 CORRIDORS OF COMMERCE PROJECT. THIS DISCUSSION WILL GUIDE STAFF INPUT TO THE MNDOT 494 TECHNICAL ADVISORY COMMITTEE (TAC) WHO ARE CURRENTLY WORKING TOWARDS AN APPROVED PRELIMINARY LAYOUT FOR PROJECT 1.</b>
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Director Asher provided a brief overview of the item and stated feedback is needed regarding the intersection of Portland and 77<sup>th</sup> Street.

Andrew Lutaya explained the shift of Portland at 77<sup>th</sup> Street that will need to happen to accommodate local businesses. The shift will take some space in Roosevelt Park but will not intrude on the dog park. He added the two businesses along Portland on the west side would lose direct access to Portland and would most likely be total takes in the project.

Council Member Hayford Oleary asked about business access going north on Portland but not going south.

Andrew Lutaya explained how traffic behaves differently when coming to an on-ramp versus a traffic light.

Council Member Whalen asked for clarification on sidewalk placement and possibility of bike lanes while still accommodating business parking.

Andrew Lutaya stated the bike lanes had been added to make room for shared-use trails.

Council Member Whalen spoke of the desire for a buffer zone between the sidewalks and traffic lanes so pedestrians are not walking right next to moving vehicles.

Andrew Lutaya stated there would be about 5-6 feet of buffer.

Council Member Hayford O'Leary stated his preference to shift to the east rather than the west. He then spoke of needing more trails or bike paths to provide safe traveling lanes for residents on bikes or on foot. He also expressed concern over taking businesses away from the area and eliminating access points.

Council Member Whalen asked if the project were to shift to the east, how residential property owners in the north east corner would be impacted.

Andrew Lutaya stated contact with the homeowners had not been initiated in the possibility of losing some driveway.

Director Asher stated that if the project would shift to the east the bus station could move to the south side of the intersection and would be less disruption to the homeowners but would end in removal of the market in the southeast corner.

Director Stark asked if 78<sup>th</sup> Street would be eliminated and if the gas station would be eliminated at the corner of Portland and 78<sup>th</sup> Street.

Andrew Lutaya stated options are still being explored but there is a high probability the gas station and auto dealership lots would be eliminated

Amber Blanchard pointed out a shift to the east would affect the parking of the nursing home as well.

Director Stark stated preference to have Portland make a shift to the west to preserve more viable areas. He then spoke of MnDOT hanging on to parcels once they are acquired and is unsure of the possibility of remnant parcels for redevelopment.

Andrew Lutaya stated there is a very specific process to accumulate properties.

Council Member Trautmann expressed support for a shift to the west as opposed to the east in order to conserve a needed food market for the area.

Mayor Regan Gonzalez asked about the impact of MnDOT taking property in the area and how that would impact existing businesses.

Director Stark expressed concerns for the food market and nursing home if the project would shift to the east and the extreme difficulty in getting property back from MnDOT.

Director Markle expressed preference to not have a bus stop directly adjacent to the dog park and possibility of altering the dog park slightly.

Council Member Supple would like to preserve the food market if possible. She then read a statement from Council Member Hayford O'Leary stating his reconsideration to a shift to the west after hearing comments.

Mayor Regan Gonzalez stated the discussion was very helpful to see alternate options and would be in support of a shift to the west.

Council Member Whalen asked for clarification on the elimination of the two businesses on the west side of Portland along with the gas station and auto lot on the east side in order to preserve the food market and senior center. He also asked about the distance between the current dog park fence and potential roadway and if it would be enough space to distance the cars from the dogs.

Andrew Lutaya confirmed there would be about 10 feet between the fence and sidewalk then a cycle track followed by a 5-6 foot grass buffer before the street.

Director Markle stated that could be enough of a buffer to the dog park fence.

Council Member Whalen asked about the potential of a small park taking the place of the gas station and auto lot that will be eliminated due to lack of access and grading.

Director Markle stated a small park would be a welcomed amenities i but asked how residents would be able to access it if placed on the lot.

Director Stark agreed that a park would support the need for the area.

Director Asher stated staff has the direction needed and MnDOT is open to the option of a park on the corner of Portland and 78<sup>th</sup> but will need to develop a plan for accessibility.

Andrew Lutaya moved discussion to updating the sidewalk on the north side of 78<sup>th</sup> to include a bike trail and the city would be responsible for the costs of the additional width.

Director Asher asked for some direction as the addition would be welcomed.

Council Member Whalen expressed support in replacing the sidewalk and adding the width would serve the needs of residents. He then asked about a sound wall being placed along 78<sup>th</sup> Street.

Andrew Lutaya confirmed the need for a sound wall.

Council Member Trautmann asked where the sound wall would be placed.

Andrew Lutaya stated sound walls are most effective when they are as close to the highway as possible.

Council Member Supple echoed comments of including the sidewalk and bike trail being sheltered by the sound wall.

**ADJOURNMENT**

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

Date Approved: June 8, 2021

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Administrative Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special City Council Meeting

May 20, 2021

**CALL TO ORDER**

The meeting was called to order by Mayor Regan Gonzalez at 4:30 p.m. held virtually via WebEx.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Ben Whalen; and Sean Hayford Oleary

Staff Present: Katie Rodriguez, City Manager; Kelly Wynn, Administrative Assistant

<b>ITEM #1</b>	<p><b>SPECIAL MEETING ITEMS</b></p> <p>Special City Council Closed Executive Session regarding the City Manager's annual performance evaluation.</p>
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M/Trautmann, S/Supple to move to a closed Executive Session as permitted to evaluate an employee's performance pursuant to Minn. Stat. 13D.05, subd. 3(a).

Administrative Assistant Wynn took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Hayford Oleary: AYE
- Whalen: AYE

Motion carried 5-0

Mayor Regan Gonzalez, City Council Members and City Manager Rodriguez held a closed executive session via WebEx where discussion of the City Manager's annual performance review was conducted.

M/Hayford Oleary, S/Whalen to close the closed Executive Session as permitted to evaluate an employee's performance pursuant to Minn. Stat. 13D.05, subd. 3(a).

Administrative Assistant Wynn took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Hayford Oleary: AYE
- Whalen: AYE

Motion carried 5-0

**ADJOURNMENT**

The meeting was adjourned by unanimous consent at 5:52 p.m.

Date Approved: June 8, 2021

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

\_\_\_\_\_  
Kelly Wynn  
Administrative Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Listening Session

May 20, 2021

**CALL TO ORDER**

The meeting was called to order by Mayor Regan Gonzalez at 6:30 p.m. held virtually via WebEx.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Ben Whalen; and Sean Hayford Oleary

Staff Present: Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Mary Tietjen, City Attorney; Blanca Martinez Gavina, Executive Analyst; Jane Skov, IT Manager; and Kelly Wynn, Administrative Assistant

<b>ITEM #1</b>	<b>LISTENING SESSION ITEMS</b> To hear public comment on Residential Organized Collection.
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Sustainability Specialist Lindholm gave a presentation regarding the proposed contract for city wide residential organized collection.

Mayor Regan Gonzalez thanked staff for the presentation and opened the listening session portion for residents.

Residents were able to call in via phone, email comments and comment virtually via WebEx. Council and staff listened to a variety of comments from the community. Resident information was collected from 19 residents by staff for individual follow up if necessary.

Mayor Regan Gonzalez thanked residents for taking time to submit comments and attend the meeting and encouraged people to reach out to Sustainability Specialist Lindholm with any specific questions or concerns.

**ADJOURNMENT**

The meeting was adjourned by unanimous consent at 7:44 p.m.

Date Approved: June 8, 2021

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Administrative Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

May 25, 2021

**CALL TO ORDER**

The meeting was called to order by Mayor Regan Gonzalez at 5:45 p.m. virtually via WebEx.

Council Members Present: Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; Simon Trautmann; and Sean Hayford Oleary

Staff Present: Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Paul Smithson, WLNC Manager; Mary Tietjen, City Attorney; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Administrative Assistant

Others Present: Nancy Blanford, HGA; Glenn Waguespack, HGA; and David Johansson, HGA

Item #1	<b>DISCUSS THE WOOD LAKE NATURE CENTER BUILDING PROJECT PRE-DESIGN PROCESS INCLUDING THE WORKING CHARTER, GUIDING PRINCIPLES, BUDGET AND POTENTIAL TIMELINE, MAJOR THEMES, AND NEXT STEPS.</b>
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Director Markle gave a brief description of the work done in the past months for the potential design of a new building for the Wood Lake Nature Center (WLNC).

Glenn Waguespack presented on the feasibility study overview for the WLNC including project guideline principals and preferred concept design.

Council Member Trautmann thanked Director Markle and HGA for the presentation. He spoke of his appreciations in the design aspects and would like to make sure there are plenty of areas for sitting and viewing of nature.

Director Markle spoke of a tour staff took of St Louis Park where HGA had done the design and beautiful of a space it was and the wonderful work they had done.

Council Member Hayford Oleary expressed concern with the price of the project and asked about the size of the rentable banquet space.

Glenn Waguespack stated it is designed to seat 150 people for an event.

Council Member Hayford Oleary very much liked the design and would like to see even more of a welcoming entrance and possible reduction of parking.

Council Member Whalen spoke of the new event space and the potential need for existing parking. He then asked about the trail route.

Glenn Waguespack stated the trail will be a continuous loop around.

Council Member Whalen asked about the increasing dollar amount for construction costs and if that has been factored into the project.

Glenn Waguespack stated cost estimators are built in to accommodate fluctuation.

Council Member Whalen asked more about funding the project.

Director Markle stated staff would like to finish the pre-design and see what federal funding is available. The city will need to match dollar for dollar if federal funding is accepted.

Council Member Supple appreciated the outdoor space to accommodate classes and events. She then asked about the 30% soft costs and exhibit costs.

Glenn Waguespack stated 30% of overall costs are being held for soft costs. Exhibit costs are for furniture and items that are separate from construction costs.

Nancy Blankfard added that everything outside of construction costs are soft costs and most buildings do not have exhibits so that can be a significant amount.

Glenn Waguespack stated the 30% is of construction costs and not 30% of the project in its entirety.

Mayor Regan Gonzalez stated she would like to be more explicit when talking about equity when it comes to the WLNC. She then asked about smaller individual rooms to serve as lactation or prayer areas. She spoke of how community engagement is so important as this area serves so many individuals in the community.

Director Markle summarized comments and stated staff would like to specifically make this center a welcoming place for everyone.

Item #2	<b>CONSIDER THE PROPOSED CONTRACT FOR ORGANIZED RESIDENTIAL SOLID WASTE COLLECTION AND FOLLOW UP ON RESIDENT QUESTIONS AND TOPICS INCLUDING CART PLACEMENT, HOLDING HAULERS ACCOUNTABLE, ROLE OF CITY STAFF TO HELP RESIDENTS WITH HAULER DIFFICULTIES, STABILITY OF PRICING, AND VOTING OPTIONS FOR THE PROCESS.</b>
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Sustainability Specialist Lindholm presented on questions and concerns that were produced from the listening session on May 20, 2021. She stated a majority of comments contained customer service concerns; cart placement of new and existing carts; variety of rate options; opt out option; pricing stability; and residential voting.

City Attorney Tietjen expanded on residential voting and how the council cannot put this item on a ballot but requires residents to take steps to get a question on the ballot for voting.

Sustainability Specialist Lindholm reviewed some more questions from residents.

Council Member Supple asked about research regarding the option to opt-out.

Sustainability Specialist Lindholm stated there are guidelines for residents who vacation elsewhere for a period of the year but there are not currently opt-out options for residents with low or fixed incomes.



Council Member Trautmann asked about leverage the city may have to assist residents with customer service issues.

Sustainability Specialist Lindholm stated customer service is a huge part of the contract and can have major impacts on a hauler when the contract comes up for renewal. The proposed contract also contains specific service guidelines and standards.

Mayor Regan Gonzalez thanked staff and reminded residents of the upcoming public hearing for organized collection on June 1, 2021 at 6:30pm.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:59 p.m.

Date Approved: June 8, 2021

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Administrative Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting Virtual Meeting held via WebEx

**May 25, 2021**

### CALL TO ORDER

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

Council Members Present: Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; Sean Hayford Oleary; and Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Pam Dmytrenko, Assistant City Manager; Mary Tietjen, City Attorney; Amy Markle, Recreation Services Director; Kristin Asher, Public Works Director; Melissa Poehlman, Assistant Community Development Director; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Administrative Assistant

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

### OPEN FORUM

Administrative Assistant Wynn reviewed the options to participate:

- Participate live by calling 612-861-0651 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting [kwynn@richfielmn.gov](mailto:kwynn@richfielmn.gov)

Administrative Assistant Wynn read an email comment from Sandi Spanier at 7144 Knox Ave who expressed concerns of council members posting to social media.

### APPROVAL OF MINUTES

M/Whalen, S/Supple to approve the minutes of the (1) Joint City Council, HRA and Planning Commission Meeting of April 19, 2021; (2) Special Closed City Council Meeting of May 10, 2021; (3) City Council Work Session of May 11, 2021; and (4) City Council Meeting of April 11, 2021.

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Hayford Oleary: AYE
- Whalen: AYE

Motion carried 5-0

Mayor Regan Gonzalez stated Council will be moving back to in person meetings as of June 1, 2021. All public buildings will be opening June 1, 2021 and masks will be highly encouraged.

City Manager Rodriguez stated trends continue to move in the right direction and stated employees will continue to wear masks until further notice.

Council Member Supple asked about commission meetings resuming in person.

City Manager Rodriguez stated commission and HRA/EDA meeting will also be returning to in person as of June 1, 2021.

<b>Item #1</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Trautmann, S/Whalen to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Hayford Oleary: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #2</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

A. Consider approval of a bid tabulation and award of contract to Corrective Asphalt Materials, LLC for the 2021 Maltene Pavement Rejuvenation Project in the amount \$497,200.00, and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration. Staff Report No. 74

B. Consider the approval for the collaboration with The Richfield Arts Commission, Mississippi Valley Poets and Writers, and the The Cornerstone Group to install a Poetry Walk around Richfield Lake Park. Staff Report No. 75

C. Consider the adoption of a resolution authorizing Minnesota Department of Transportation Agency Agreement No. 1045363 for Federal Participation in Advance Construction related to the 77th Street Underpass Project. Staff Report No. 76

**RESOLUTION NO. 11852**

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT) AGENCY AGREEMENT NO. 1045363 FOR FEDERAL PARTICIPATION IN ADANCE CONSTRUCTION FOR THE 77th STREET UNDERPASS PROJECT STATE PROJECT NO. 157-108-035; 157-594-002, AND 2758-82; SPTF 2719(097)**

D. Consider the approval of the Small Wireless Facility Collocation Supplemental Agreements with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way. Staff Report No. 78

E. Consider the adoption of a resolution authorizing Cooperative Construction Agreement No. 1032757 between the City of Richfield and the State of Minnesota Department of Transportation (MnDOT) for construction of the 77th Street Underpass Project. Staff Report No. 79

M/Supple, S/Hayford Oleary to approve the consent calendar.

Council Member Supple stated the Arts Commission is looking forward to the poetry walk.

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Hayford Oleary: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #3</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
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None

Item #4	<b>CONDUCT A PUBLIC HEARING AND CONSIDER APPROVAL OF THE SECOND READING OF A TRANSITORY ORDINANCE VACATING A PORTION OF 5TH AVENUE RIGHT-OF-WAY SOUTH OF 71ST STREET. STAFF REPORT NO. 80</b>
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Council Member Hayford Oleary read staff report 80 and opened the public hearing.

Administrative Assistant Wynn reviewed the options to participate:

- Participate live by calling 612-861-0651 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfielmn.gov

Administrative Assistant Wynn stated there were no callers.

M/Hayford Oleary, S/Supple to close the public hearing.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
 Supple: AYE  
 Trautmann: AYE  
 Hayford Oleary: AYE  
 Whalen: AYE

Motion carried 5-0

M/Hayford Oleary, S/Whalen to approve a second reading of a transitory ordinance vacating a portion of 5th Avenue right-of-way south of 71st Street.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
 Supple: AYE  
 Trautmann: AYE  
 Hayford Oleary: AYE  
 Whalen: AYE

Motion carried 5-0

Item #5	<b>CONSIDER A SECOND READING AND A SUMMARY PUBLICATION OF A TRANSITORY ORDINANCE ESTABLISHING A CITY-WIDE SIXMONTH MORATORIUM ON THE ESTABLISHMENT OF ANY NEW COMMERCIAL USE INVOLVING FIREARMS TO ALLOW TIME FOR A PLANNING STUDY. STAFF REPORT NO. 81</b>
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Council Member Trautmann read staff report 81 and opened the public hearing.

Assistant Director Poehlman reviewed the background of why the moratorium is being considered.

Administrative Assistant Wynn reviewed the options to participate:

- Participate live by calling 612-861-0651 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting [kwynn@richfielmn.gov](mailto:kwynn@richfielmn.gov)

Don Klompeen, 6000 Pleasant Ave, expressed concern for carelessness of human life and would like to protest additional outlets for firearm sales as it would be detrimental.

M/Trautmann S/Whalen to close the public hearing.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
Supple: AYE  
Trautmann: AYE  
Hayford O'leary: AYE  
Whalen: AYE

Motion carried 5-0

M/Trautmann, S/Supple to conduct a second reading of the attached transitory ordinance establishing a city-wide six month moratorium on the establishment of new commercial uses involving firearms, and adopt the ordinance.

### RESOLUTION NO. 11853

#### **RESOLUTION APPROVING SUMMARY PUBLICATION OF A TRANSITORY ORDINANCE ESTABLISHING A SIX-MONTH MORATORIUM ON THE ESTABLISHMENT OF NEW USES INVOLVING FIREARMS, AND DIRECTING THAT A PLANNING STUDY BE CONDUCTED**

Assistant Director Poehlman stated the moratorium will be put into place to review restrictions for firearm sales. Staff will bring a proposal to Council with findings and another public hearing to review any changes made.

Council Member Trautmann amended his motion to include 'approve a resolution authorizing summary publication of said ordinance.'

Council Member Supple confirmed to amend the motion.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
Supple: AYE

Trautmann: AYE  
 Hayford Oleary: AYE  
 Whalen: AYE

Motion carried 5-0

<b>Item #6</b>	<b>CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CITY TO AFFIRM THE MONETARY LIMITS ON STATUTORY MUNICIPALITY TORT LIABILITY. STAFF REPORT NO. 82</b>
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Council Member Whalen read staff report 82.

Assistant City Manager Dmytrenko stated this item is an annual occurrence with no changes.

M/Whalen, S/Trautmann to adopt a resolution authorizing the City Council to affirm the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

**RESOLUTION NO. 11854**

**RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS ESTABLISHED BY MINNESOTA STATUTES 466.04**

<b>Item #7</b>	<b>SUMMARY REVIEW OF THE CITY MANAGER'S ANNUAL PERFORMANCE EVALUATION FOR 2020, HELD ON MAY 20, 2020, AS REQUIRED BY MINN. STATUTES 13D.05 SUBD. 3(A), AND CONSIDERATION OF A RESOLUTION AMENDING EMPLOYMENT AGREEMENT BETWEEN CITY OF RICHFIELD AND CITY MANAGER KATIE RODRIGUEZ FOR 2021. STAFF REPORT NO. 83</b>
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Mayor Regan Gonzalez presented staff report 83, gave a brief summary of the item and thanked City Manager Rodriguez for her tremendous leadership.

Council Member Supple thanked City Manager Rodriguez for her service.

Council Member Whalen echoed comments and was appreciative of the discussions.

Council Member Trautmann thanked City Manager Rodriguez for her work during an exceedingly challenging time and looks forward to the coming year.

Mayor Regan Gonzalez asked staff to provide a review of area city manager salaries.

M/Regan Gonzalez, S/Trautmann to table this item until June 8, 2021 to assess salary increase for City Manager.

Council Member Whalen asked staff when the information would be ready for review.

Assistant City Manager Dmytrenko stated it would be ready for the next meeting to allow Council to make a decision.

City Manager Rodriguez thanked everyone for their kind words and how beneficial the discussion and evaluation had been.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
Supple: AYE  
Trautmann: AYE  
Hayford Oleary: AYE  
Whalen: AYE

Motion carried 5-0

Item #8	<p><b>CONSIDER A RESOLUTION TERMINATING THE LOCAL EMERGENCY ENACTED IN MARCH 2020 IN RESPONSE TO THE COVID-19 PANDEMIC. THE LOCAL EMERGENCY WAS DECLARED BY THE MAYOR VIA PROCLAMATION ON MARCH 16, 2020 AND EXTENDED BY CITY COUNCIL ON MARCH 18, 2020 PURSUANT TO MINNESOTA STATUTES SECTION 12.29. STAFF REPORT NO. 84</b></p>
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Mayor Regan Gonzalez read staff report 84.

M/Regan Gonzalez, S/Supple to adopt the resolution terminating the local emergency.

**RESOLUTION NO. 11856**

**A RESOLUTION TERMINATING THE LOCAL EMERGENCY**

Council Member Whalen clarified the city is lifting the local emergency but will not stop offering covid mitigations.

Council Member Trautmann stated just because it is non-emergent does not mean it is still urgent.

Mayor Regan Gonzalez thanked staff and Council for all the tremendous work during the pandemic but also recognized the city needs to keep moving forward.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
Supple: AYE  
Trautmann: AYE  
Hayford Oleary: AYE  
Whalen: AYE

Motion carried 5-0



<b>Item #9</b>	<b>CONSIDER THE MAYOR'S APPOINTMENT OF A CIVIL SERVICE COMMISSIONER. STAFF REPORT NO. 85</b>
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Mayor Regan Gonzalez presented staff report 85.

Administrative Assistant Wynn stated staff continued recruitment for this commission until a candidate was found as there is not usually many who apply for the Civil Service Commission but is an important group of people for the Richfield Fire Department.

Mayor Regan Gonzalez thanked President Stratton of the Civil Service Commission and Fire Chief Dobesh for assisting with recruitment.

M/Regan Gonzalez, S/Whalen to approve appointment of James Frechette as Civil Service Commissioner commencing on May 25, 2021 and expiring January 31, 2024.

Executive Analyst Martinez Gavina took roll call vote:  
 Regan Gonzalez: AYE  
 Supple: AYE  
 Trautmann: AYE  
 Hayford Oleary: AYE  
 Whalen: AYE

Motion carried 5-0

<b>Item #10</b>	<b>CITY MANAGER REPORT</b>
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City Manager Rodriguez reviewed previous open forum comments. She then spoke of the work session Council had regarding the potential design of a new Wood Lake Nature Center building.

<b>Item #11</b>	<b>CLAIMS AND PAYROLL</b>
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M/Trautmann, S/Whalen that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>05/25/2021</b>
A/P Checks 296829 - 297256	\$ 2,355,155.93
Payroll: 161599 - 161895	<u>699,134.48</u>
TOTAL	\$ 3,054,290.41

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
 Supple: AYE  
 Trautmann: AYE  
 Hayford Oleary: AYE

Whalen: AYE

Motion carried 5-0

<b>Item #12</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Supple thanked the board of Honoring all Veterans and encouraged residents to visit the memorial during the upcoming weekend. She also urged everyone to continue to work toward justice and ending racism to honor the memory of George Floyd.

Council Member Whalen recognized the one year anniversary of the passing of George Floyd and would like to continue to work for change. He also spoke of the upcoming public hearing regarding organized collection for an in person meeting on June 1, 2021. Lastly, he reminded residents of the bike giveaway for kids happening on June 26, 2021 at Taft Park.

Council Member Hayford Oleary spoke of a resident sharing drone photographs of the city. He also stated he was able to attend the groundbreaking of the renovation of Hope Church and is glad to see the project getting started.

Council Member Trautmann echoed comments on visiting the memorial in Veteran’s Park.

Mayor Regan Gonzalez spoke of the extraordinary situations, amount of loss and glaring inequities identified in the last year yet she is hopeful things will continue to change and bring communities closer together.

<b>Item #13</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 8:13 p.m.

Date Approved: June 8, 2021

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Administrative Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special City Council Meeting

June 1, 2021

**CALL TO ORDER**

The meeting was called to order by Mayor Maria Regan Gonzalez at 6:31 p.m.

Council Members Present: Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; Sean Hayford Oleary; and Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Neil Ruhland, Communications Manager; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Administrative Assistant

**PLEDGE OF ALLEGIANCE**

Mayor Regan Gonzalez led the Pledge of Allegiance

Item #1	<b>CONDUCT A PUBLIC HEARING AND CONSIDER THE PROPOSED CONTRACT FOR ORGANIZED RESIDENTIAL SOLID WASTE COLLECTION. STAFF REPORT NO. 86</b>
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Mayor Regan Gonzalez presented the staff report.

M/Trautmann, S/Supple to open the public hearing.

Motion carried 5-0.

Patty Patiz, 125 E 68<sup>th</sup> Street, provided comment by phone and raised concerns with how going to organized collection is equitable for residents.

Kathleen Balaban, 65<sup>th</sup> and Stevens, provided comment by phone and supported the idea of organized collection but would like to see different rates and contract length.

Eric Smoczyk, 6244 Wentworth, provided comment by phone and spoke of an increase in his bill along with not being in favor of the proposed contract negotiations.

Gail Janes, 6216 3<sup>rd</sup> Ave S, spoke of poor customer experience she has had with a specific hauler and not picking up her waste.

Daren Dykes, 6844 Pleasant Ave, expressed concern for accountability and responsibility with the haulers. He also spoke of wanting to choose who his hauler would be instead of the city choosing for him.

Karen Jenkins, 6511 James Ave S, spoke of her support for organized collection as well as increased safety, less damage to roadways, decrease in pollution and lower costs to residents.

Jeri Bochenski, 7639 Xerxes Ave S, expressed concerns with having one hauler and would like to have residents vote on the topic.

Susan Rosenberg, League of Women Voters President, provided comment by email and stated the League has been studying the issue for ten years and is in support of the city going to organized collection.

Mark Kottman, 6825 Nicollet Ave, provided comment by email and spoke of his dissatisfaction with his current hauler.

Emily Herzan, 6318 Bloomington Ave, provided comment by email and spoke of concerns with switching haulers and would be upset if residents didn't have a choice.

Donna Drummond, 6438 Knox Ave S, provided comment by email and expressed strong support of organized collection as it will reduce the number of trucks, increase safety and decrease solution.

Mike Hanks, 6227 James Ave S, provided comment by email and spoke of being in favor of organized collection as it is an essential service.

Emily Larsen Scaglia, 6504 Logan Ave S, provided comment by email and expressed support of organized collection. She also spoke of her dissatisfaction with her current hauler.

M/Supple, S/Whalen to close the public hearing.

Motion carried 5-0

<b>Item #2</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:19 p.m.

Date Approved: June 8, 2021

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

\_\_\_\_\_  
Kelly Wynn  
Administrative Assistant

\_\_\_\_\_  
Katie Rodriguez  
City Manager



## Proclamation of the City of Richfield

We hereby pay honor to and celebrate the thirty year education career of Richfield Middle School Teacher and City Councilmember Mary Supple; and

**WHEREAS**, Councilmember Supple began her career at Richfield Public Schools ISD in 1988 as a fifth grade teacher for a few years, before beginning a long tenure of teaching sixth grade math at Richfield Middle School. Councilmember Supple finished her career teaching social studies at the middle school during the COVID-19 pandemic, adapting to the challenges with determination and grace; and

**WHEREAS**, Councilmember Supple is known throughout the city as an exemplary leader in public education and has served both teachers and students of the Richfield Public Schools for 32 years; and

**WHEREAS**, Councilmember Supple has dedicated her life to listening to others and promoting partnership and collaboration, which is especially visible in her work with local government and local schools, and their dedication to improving the lives of our families, children and community; and

**WHEREAS**, Councilmember Supple has served the community through her participation and leadership in the Friendship Commission, League of Women Voters and as current chair of Richfield's Housing and Redevelopment Authority and president of Richfield's Economic Development Authority. In addition, she has been a strong advocate for teachers through her leadership in Education Richfield and in her role as a trustee for the Minnesota Teacher Retirement Association Board; and

**WHEREAS**, on behalf of the entire City Council, I want to express my sincere appreciation to Councilmember Supple for her steadfast loyalty to the Richfield community over the past thirty years and wish her much happiness as she begins this exciting new chapter in her life.

**NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, do hereby proclaim June 9, 2021, as:**

### **MARY SUPPLE DAY IN THE CITY OF RICHFIELD**

We urge all citizens to acknowledge the work Mary Supple has done for public education and local government in Richfield and we wish her all the best moving forward.

**PROCLAIMED** this 8<sup>th</sup> day of June, 2021.

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Maria Regan Gonzalez, Mayor



## Proclamation of the City of Richfield

**WHEREAS**, Pride Month is the positive stance against discrimination and violence toward individuals who identify as lesbian, gay, bisexual, transgender, queer, intersex and asexual (LGBTQIA+) and celebrates sexual and gender identities; and

**WHEREAS**, the Richfield City Council and staff identified celebrating diversity and being equitable as core values, recognizing that our diverse culture is one of our greatest strengths and assets; and

**WHEREAS**, the month of June was chosen for LGBTQIA+ Pride Month to commemorate the Stonewall riots, which occurred in June 1969 and became a catalyst for the gay rights movement; and

**WHEREAS**, LGBTQIA+ people have made, and continue to make, great and lasting contributions to the city of Richfield and to the greater community; and

**WHEREAS**, while the LGBTQIA+ rights movements has achieved great progress, there remains more progress to be had; and

**WHEREAS**, the Richfield Human Rights Commission supported this proclamation at its May 4, 2021 meeting and recommended the Richfield City Council do the same; and

**Now, THEREFORE, I, Maria Regan Gonzalez, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of June 2021 as LGBTQIA+ Pride Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of LGBTQIA+ residents throughout the year.**

**PROCLAIMED** this 8<sup>th</sup> day of June, 2021.

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Maria Regan Gonzalez, Mayor



**STAFF REPORT NO. 87**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director  
6/1/2021

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of an update to the City's Fund Balance Policy.**

**EXECUTIVE SUMMARY:**

The City's auditors are recommending an update to the City's Fund Balance Policy. At the present time the policy sets a targeted amount of unassigned fund balance to be not less than 40% of the current year end actual General Fund revenues.

In reviewing the policy staff is recommending changing the targeted amount of unassigned fund balance to be not less than 40% of the current year end actual General Fund expenditures. Since revenues can be impacted by one-time revenues, like the federal CAREs funding, the calculation can be skewed in some years. Typically, expenditures are not as impacted by large variations and should result in a more steady fund balance goal amount.

In addition, basing the targeted fund balance on expenditures is consistent with the funding and operation of the General Fund. The General Fund relies very heavily on property tax revenues. However, they are only received about six months into the fiscal year and again at the end of the year. Until these property tax revenues are received the City will need sufficient beginning fund balance to cash flow expenditures during the first six months of the year.

**RECOMMENDED ACTION:**

**By Motion: Approve the updated Fund Balance Policy.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

N/A.

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

The City's auditors recommend an update to the fund balance policy of the City's General Fund.

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

**C. CRITICAL TIMING ISSUES:**

N/A.

**D. FINANCIAL IMPACT:**

Staff is recommending changing the targeted amount of unassigned fund balance to be not less than 40% of the current year end actual General Fund expenditures.

**E. LEGAL CONSIDERATION:**

N/A.

**ALTERNATIVE RECOMMENDATION(S):**

None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A.

**ATTACHMENTS:**

Description	Type
☐ Fund Balance Policy	Backup Material



## **FUND BALANCE POLICY**

City of Richfield

Financial Policy

Date: June 8, 2021

Subject: Fund Balance Policy

### **Introduction**

The City of Richfield has a fiduciary responsibility to its citizens and taxpayers to carefully account for public funds, to manage its finances prudently and to adequately plan the financing of City services including the provision and maintenance of public facilities. The City is also responsible for its short-term and long-term financial stability. The City must insure that it is, and will continue to be, capable of adequately funding and providing City services needed by the community.

Governmental funds report the difference between their assets and liabilities as fund balance. Fund balance is one method used to measure the availability of financial resources in a governmental fund. It is essential that the City maintain adequate levels of fund balance to mitigate current and future risks, such as revenue shortfalls, unanticipated expenditures, and emergencies and to ensure stable tax rates, service levels, and adequate cash flows. Fund balance levels are a crucial consideration in long-term financial planning.

This policy supersedes the previous policy adopted July 24, 2012.

### **I. SCOPE**

This fiscal policy provides the framework for the overall fiscal management of the fund balances for the City's governmental funds. Governmental funds include the general fund, special revenue funds, debt service funds, and capital project funds. Enterprise funds and internal service funds are not within the scope of this policy since they are not governmental funds.

### **II. PURPOSE**

The purpose of this policy is to (1) improve clarity and consistency of the fund balance information provided; (2) establish targeted fund balance for the General Fund; and (3) define and integrate the City's fund balance policy for its governmental funds in compliance with generally accepted accounting principles (GAAP) and Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

### III. FUND BALANCE REPORTING

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The classifications are as follows:

#### **Restricted:**

- A. **Nonspendable** – includes amounts that can not be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes long-term receivables and property held for resale which are not otherwise restricted, committed or assigned.
- B. **Restricted** – amounts that can be spent only for specific purposes stipulated by external resource providers or creditors, enabling legislation, or constitutional provisions. Effectively, restrictions may be changed or lifted only with the consent of the resource provider.

#### **Unrestricted:**

- C. **Committed** – amounts that can be used only for specific purposes determined by a formal action of the City Council, the City’s highest level of decision-making authority. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally. The action to commit should occur prior to the end of the reporting period, but the amount, if any, may be determined in the subsequent period.
- D. **Assigned** – includes amounts constrained by the City’s intent to be used for specific purposes but are neither restricted nor committed. The City’s intent should be expressed by the City’s Finance Director. The City Council authorizes the Finance Director to determine the Assigned fund balance reflecting the City Council’s intent to include (a) all remaining amounts (except for negative balances) in governmental funds other than the general fund, which are not classified as nonspendable, restricted or committed and (b) amounts in the general fund that are intended to be used for a specific purpose. Assignments which result in a deficit to the unassigned fund balance are not allowed.
- E. **Unassigned** – residual amounts in the general fund which have not been classified as nonspendable, restricted, committed or assigned. It is also used for other governmental funds with a negative fund balance.

#### **IV. FUND BALANCE CLASSIFICATION HIERARCHY**

When both restricted and unrestricted resources are available for use in the same fund, it is the policy of the City to use the most restricted resources first, and then as needed use the unrestricted resources. When unrestricted resources are available for use, they will be used in the following order: (first to last) committed; assigned; and unassigned.

#### **V. GENERAL FUND TARGETED FUND BALANCE**

The unassigned fund balance of the General Fund will fluctuate from year to year depending upon the overall results of operations compared to the budget. Budgets may vary from one year to the next as well. As a result the unassigned amount of the fund balance may be more than adequate one year but deficient in the next. Reacting to each year's variance should be thoughtful and deliberate.

- A. In order to achieve its purpose, this policy has the following objectives for the level of unassigned fund balance in the General Fund:
  1. Provide for adequate and effective cash-flows, reducing/eliminating the need for short-term internal borrowing. Both the revenue and expenditure streams should be considered while determining the appropriate amounts of fund balance. A number of the City's anticipated operating revenues are not evenly received throughout the year. The City will need sufficient beginning fund balance to pay expenditures until these revenues are received. For example, the City's General Fund relies very heavily upon property tax revenues. They are received about 6 months into the fiscal year and again at the end of the year. Sufficient financial resources must be maintained until the next property tax revenue collection cycle.
  2. Provide for temporary revenue shortfalls, such as reductions in State Aid revenues and reimbursements.
  3. Provide financial stability and a positive trend of fund balance levels which will be a positive factor in our bond rating analysis.
  4. Generate investment earnings on the fund balances which will provide a revenue source to the General Fund and in turn reduce pressure on the general operating tax levy.
- B. Targeted balance
  1. The fund balance of the City's General Fund will strive to maintain an unassigned fund balance of an amount not less than 40% of the current year end actual General Fund expenditures. The dollar amount of the target may fluctuate with each year's actual results.

C. Replenishing and reducing the targeted stabilization fund balance

1. Deficits are to be avoided. Elimination of deficits in fund balance shall be addressed during the budget process. It is the intent of the City Council and this policy to address deficits and balances below the targeted amount within three budget years. The subsequent year's budget should address the method to eliminate the deficit. Methods may include but are not limited to using annual budget surpluses, transfers in from other funds and adjustment of other resources and budgets. Care will be exercised to maintain the integrity of the City's long-term financial plans when determining the method to be used to bring the fund balance back into conformance with the targeted balance.
2. Amounts in excess of the targeted balance may be utilized in subsequent years' budgets and/or transferred to other funds. Subsequent years' budgets and/or transfers out of the General Fund must be approved by the City Council.
3. The City Council may assign portions of the fund balance for other items such as City projects and/or improvements, emergency or unanticipated expenditures, etc.

**VI. OTHER GOVERNMENTAL FUNDS**

- A. Special Revenue Funds – funds used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term *proceeds of specific revenue sources* establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund. Accordingly, the fund balances of City Special Revenue funds will be considered as committed or restricted.
- B. Debt Service Funds – funds used to set aside resources to meet current and future debt service requirements on long-term debt. GAAP permits the use of debt service funds to account for the accumulation of resources for, and the payment of, long-term debt principal and interest. Sound financial management requires that the City account for each debt issue separately in its accounting system.

Balances in individual debt service funds will be considered as restricted until such time as each fund's respective debt is paid in full. At that time any surplus or deficit remaining in the fund will be closed out to the Closed Bond Fund.

1. The fund balance of the Closed Bond Fund shall be considered as assigned.
2. Fund balances in the Bonds of 1973 Fund, which originally funded permanent streets in the City, shall be considered as committed to provide supplemental

financing to the General Fund for street maintenance projects as needed on an annual basis.

- C. Capital Project Funds – funds used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Capital Project Funds that are provided funding by external resource providers, the fund balance in those funds will be considered restricted.

Balances in the Permanent Improvement Revolving Fund shall be used only as directed by resolution of the City. As such balances in the fund will be considered as committed.

Fund balances in other Capital Project Funds where amounts remain, but are neither restricted nor committed will be considered as assigned, consistent with the purpose of that specific fund.

## **VII. AUTHORITY**

The Finance Director is authorized to assign amounts within the fund balance of the City’s governmental funds to be used for specific purposes in conformity with GAAP and GASB pronouncements and to be consistent with this policy and the intent of the City Council.

Approved: /s/ Katie Rodriguez

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City Manager



**STAFF REPORT NO. 88**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
6/2/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the first reading of an ordinance rezoning 23 properties in the vicinity of Veterans Memorial Park in order to be consistent with the adopted 2040 Comprehensive Plan. The proposed ordinance changes zoning designations of properties generally along 66th Street and Portland Avenue to either a multi-family or commercial zoning designation in order to allow more intense development in the future.**

**EXECUTIVE SUMMARY:**

In 2018, the City adopted a final Richfield Comprehensive Plan (Plan) to guide future growth within the City. This Plan is meant to inform decisions regarding land use, transportation, parks, and public facilities. Cities are required by State Law to ensure that their zoning ordinances are in compliance with their Plan. This includes changing the zoning designation (rezoning) of properties where necessary to align with the Plan.

More recently, the City commissioned a study to determine the appropriate land use controls for the area in the vicinity of Veterans Park. The City Council will also consider the Veterans Park Area Study and a first reading of the accompanying ordinance to establish an overlay zoning district at the same meeting as this item. The proposed overlay district relies on the properties in the study area being zoned for the uses contemplated by the Comprehensive Plan.

City staff has identified properties within the study area where the current zoning designation does not align with the recommended Medium Density Residential, High Density Residential, or Community Commercial uses prescribed by the Comprehensive Plan. The proposed ordinance would rezone those identified properties to the corresponding zoning district designations of Multifamily Residential (MR-2), High-Density Residential (MR-3), and General Business (C-2).

Regardless of the City's decision on the study and overlay district, staff recommends approval of the proposed rezoning in order to achieve the compliance with the Comprehensive Plan that is required by State Law.

**RECOMMENDED ACTION:**

**By motion: Approve a first reading of an ordinance rezoning 23 properties in the vicinity of Veterans Memorial Park to be consistent with the Comprehensive Plan, and call for a second reading to be held on June 22, 2021.**

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

- Planned land use designations for the subject parcels have largely remained consistent over the past generations of Comprehensive Planning efforts. The American Legion property has been consistently guided for high-density residential uses over this period, as have the medium density residential uses along Portland Avenue and 66th Street.
- The zoning designation of the subject properties has similarly remained largely unchanged over the last several decades.
- Past practice has been to rezone single-family properties that do not align with the Comprehensive Plan only in areas that are ripe for investment or when a project comes forward. Although technically required by Law to rezone all parcels to match their Comprehensive Plan designation, staff has made Metropolitan Council staff aware of this policy and it has been accepted.
- Given the fact that the City has now undertaken a specific study of this area and is adopting specific zoning guidance, it is appropriate to rezone properties.
- On May 24, the Planning Commission held a public hearing on the proposed rezoning. During the public hearing, members of the public expressed concern over additional multiple-family uses in the area and had their questions regarding nonconformities created by the rezoning addressed by staff.
- The Planning Commission voted unanimously to recommend approval of the rezoning as proposed.

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

- Minnesota Statutes Section 473.858 requires that cities amend their zoning ordinance so as to not conflict with the Comprehensive Plan.
- Current zoning regulations of the subject properties do not adequately regulate development to be in conformance with accompanying Medium Density Residential, High Density Residential and Community Commercial future land uses set forth in the Comprehensive Plan.
- The proposed rezoning ordinance would change the zoning for the subject properties to the corresponding zoning designation, affecting the following properties:
  - R to MR-3: 6501 Portland Ave;
  - R to C-2: 6505 Portland Ave;
  - MR-2 to C-2 6611 Chicago Ave and the South 75 ft of 817 66th St E;
  - R to MR-2: 6601 5th Ave, 6617, 6621, 6625, 6629, 6633, 6637, 6645 Portland Ave, 6601, 6609, 6615 Oakland Ave, 6600, 6608, 6611 Park Ave, 701 66th St E, 6600, 6601, 6609, 6610, 6615 Columbus Ave.
- Changing the zoning designation can create a situation where the existing use of the property conflicts with the allowable uses in the new district. When this conflict occurs through the rezoning process the properties obtain what is called a legal nonconforming status. The property rights afforded to legal nonconforming properties are established by State Statute Section 462.357 Subd. 1e. and the City's Zoning Code Section 509.25. Through these protections, owners may use their property in the current manner indefinitely. Property owners may sell the property and the future owner may use the property in the same manner. Property owners can repair and generally make improvements to the property; and replace structures destroyed by peril. The new zoning district regulations will impact the future use of the property if it is redeveloped or if the use changes.

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

- Cities have nine months following adoption of a Comprehensive Plan to amend their ordinances to conform with the Comprehensive Plan. This grouping of properties is being brought forward at this time to coincide with consideration of the Portland Avenue and 66th Street Sub-area study and overlay zoning district.
- An additional rezoning ordinance for a group of properties not currently matching the Comprehensive Plan will be reviewed at a public hearing of the Planning Commission in June.

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

None.

**E. LEGAL CONSIDERATION:**

- A public hearing on the rezoning was held before the Planning Commission on May 24, 2021. Notice of the public hearing was published in the Sun Current Newspaper and mailed to properties within 500 feet of the site.
- Minutes from the May 24, 2021 Planning Commission meeting are included as an attachment to the report for the consideration of the Veterans Park Area Study and Overlay Zoning District which is also on this meeting's agenda.

**ALTERNATIVE RECOMMENDATION(S):**

None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Property owners in and around the subject area.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance - Rezone Veteran's Park Area	Ordinance
<input type="checkbox"/> 2040 Comp Plan Designations	Exhibit
<input type="checkbox"/> Zoning Map	Exhibit



**ORDINANCE NO.**

**AN ORDINANCE RELATING TO ZONING;  
AMENDING APPENDIX I TO THE RICHFIELD CITY  
CODE BY REZONING LAND IN THE VICINITY OF  
VETERAN'S MEMORIAL PARK IN ORDER TO  
CONFORM TO THE COMPREHENSIVE PLAN**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Paragraph 56, Section 3 of Appendix I of the Richfield Zoning Code (General Commercial District (C-2)) is amended to read as follows:

(56) M-9 (SE corner, 66th and Chicago). Lots 1, 2, ~~and 3, 4, and 15~~, Block 3, Terrace Gardens Addition. (Amended, Bill No. 2010-22)

Sec. 2. Section 3 (General Commercial District (C-2)) is amended to add a new Paragraph 95 to read as follows:

(95) M-5 (Portland N of 66th). That part of the West 1/2 of Northwest Quarter of Section 26, Township 28 North, Range 24 West, described as follows:

Beginning at a point on the West line of said Tract 434.12 feet North of the West Quarter corner; thence North along the West line of said section, 75 feet; thence East parallel with the East and West center line of said section, 280.3 feet; thence South parallel with the West line of said section, 75 feet; thence West parallel with the said East and West center line of said section, 280.3 feet to the point of beginning; Except the East 50 feet thereof.

Sec. 3. Section 14 of Appendix I of the Richfield Zoning Code (High Density Multiple Residential (MR-3)) is amended to add a new Paragraph 35 to read as follows:

(35) M-5 ("Legion Property"). Par 1: The East 50 feet of that part of the West 1/2 of the Northwest Quarter of Section 26, Township 28 North, Range 24 West described as follows: Beginning at a point on the West Line of said tract 434.12 feet North of the West Quarter corner; thence North along the West line of said Section 75 feet; thence East parallel with the East and West center line of said Section, 280.3 feet; thence South parallel with the West line of said Section 75 feet; thence West parallel with the said East and West center line of said Section, 280.3 feet to the point of beginning.

Par 2: The West 540 feet of that part of the West 1/2 of the Northwest Quarter of Section 26, Township 28 North, Range 24 West described as follows: Beginning at the West Quarter corner of Section 26; thence North along the Westerly boundary line of said Section 26 a distance of 509.12 feet for the point of commencement of the tract of land to be described herein, thence North along the Westerly boundary line of said section, a distance of 200 feet; thence Easterly parallel with the East and West center line of said Section 26, a distance of 964.125 feet more or less to a point which is 320.43 feet West of the North and South center line of the Northwest Quarter of said Section 26; thence South parallel with the said North and South center line of said Section 26, 113.55 feet more or less to a judicial landmark; thence South along a straight line which if produced would intersect a judicial landmark in the East and West center line of said Section 26 at a distance of 964.125 feet East of the West Quarter corner of said Section to a point in said line which is 509.12 feet North of the East and West center line of said Section 26, measured on a line parallel with the West line of said Section; thence West parallel with the East and West center line of said Section, 964.125 feet more or less to the point of commencement.

Par 3: The West 540 feet of that part of the West 1/2 of the Northwest Quarter of Section 26, Township 28 North, Range 24 West described as follows: Beginning at a point on the West line of said Section, 709.12 feet North, measured along the West line of said Section, from the West Quarter corner of said section, thence East parallel with the East and West center line of said Section, 964.125 feet more or less to a point which is 320.43 feet West of the North and South center line of the Northwest Quarter of said Section 26, thence North 123.51 feet more or less to a judicial landmark; thence North a distance of 26.49 feet more or less along a line which if produced would intersect a judicial landmark 499.96 feet North of said first mentioned judicial landmark and 319.81 feet West of the North and South center line of the Northwest Quarter of said Section 26 to its point of intersection with a line drawn parallel with the East and West center line of said Section and 859.12 feet North of said East and West center line measured along the West line of said Section thence West along said last mentioned line 960.96 feet more or less to the West line of said Section; thence Southerly along said West line, a distance of 150 feet to the point of beginning.

- Sec. 4. Section 13 of Appendix I of the Richfield Zoning Code (Multiple Family Residential District (MR-2)) is amended to add a new Paragraph 53 to read as follows:
- (53) M-8 (SE corner, 66th and 5th Ave). Lots 22 23, and 24, Block 1, and the west 1/2 of the vacated alley adjoining said Lots, McCutchan's Portland Avenue Park Addition.
- Sec.5. Section 13 (Multiple Family Residential District (MR-2)), Paragraph 42 is repealed.
- (42) M-9 (SE corner, 66th and Chicago). Lots 4 and 15, Block 3, Terrace Garden Addition. (Added, Bill No. 2010-22)
- Sec. 6. Section 13 (Multiple Family Residential District (MR-2)), Paragraph 43 is amended to read as follows:
- (43) M-9 (E side of Portland Ave, near S of 66th). Lots 28, 29, 30, 31, 32, 33, 034, and the West 1/2 of Lot 26, Auditor's Subdivision No. 340.  
(Added, Bill No. 2010-22)
- Sec. 7. Section 13 (Multiple Family Residential District (MR-2)), Paragraph 21 is amended to read as follows:
- (21) M-9 (~~SW corner, 66th and Chicago~~ S side of 66th between Oakland and Chicago) Lots 1, 2, ~~and 3,~~ 14, 15, and 16, Okstad Addition; ~~and Lots 3, 4, 15, 16, and 17, Auditor's Subdivision No. 340; and Lots 1, 2, 13, and 14, Alm's Addition.~~
- Sec. 8. This amendment constitutes a rezoning of the following properties: 1) rezone 6501 Portland Avenue from R to MR-3: 2) rezone 6505 Portland Avenue from R to C-2; 3) rezone 6611 Chicago Avenue and the South 75 ft of 817 66th Street E from MR-2 to C-2; and 4) rezone 6601 5th Ave, 6617, 6621, 6625, 6629, 6633, 6637, and 6645 Portland Avenue, 6601, 6609, and 6615 Oakland Ave, 6600, 6608, and 6611 Park Ave, 701 66th St E, and 6600, 6601, 6609, 6610, and 6615 Columbus Ave from R to MR-2.
- Sec. 9 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 22nd day of June, 2021.

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Maria Regan Gonzalez, Mayor

ATTEST:

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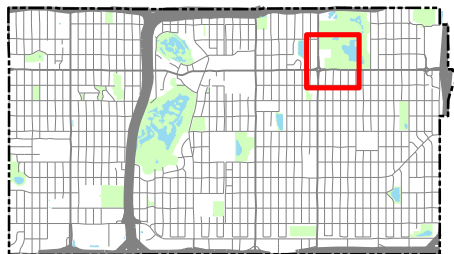
Kari Sinning, Acting City Clerk



# Veteran's Park Area Rezoning











2040 Comprehensive Plan Designations

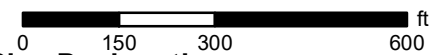
Case No: 21-RZN-03



 Property Proposed for Rezoning

## 2040 Comprehensive Plan Designations

- |   |                          |   |                            |
|---|--------------------------|---|----------------------------|
|  | Mixed Use                |  | Medium Density Residential |
|  | Regional Commercial      |  | Low Density Residential    |
|  | Community Commercial     |  | Park                       |
|  | Neighborhood Commercial  |  | Quasi-Public               |
|  | High Density Residential |  | Right-of-Way (ROW)         |



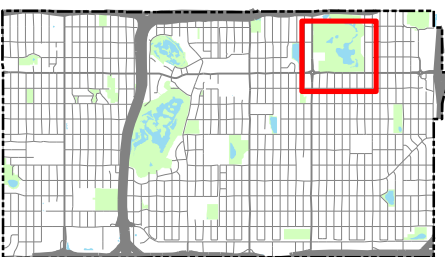
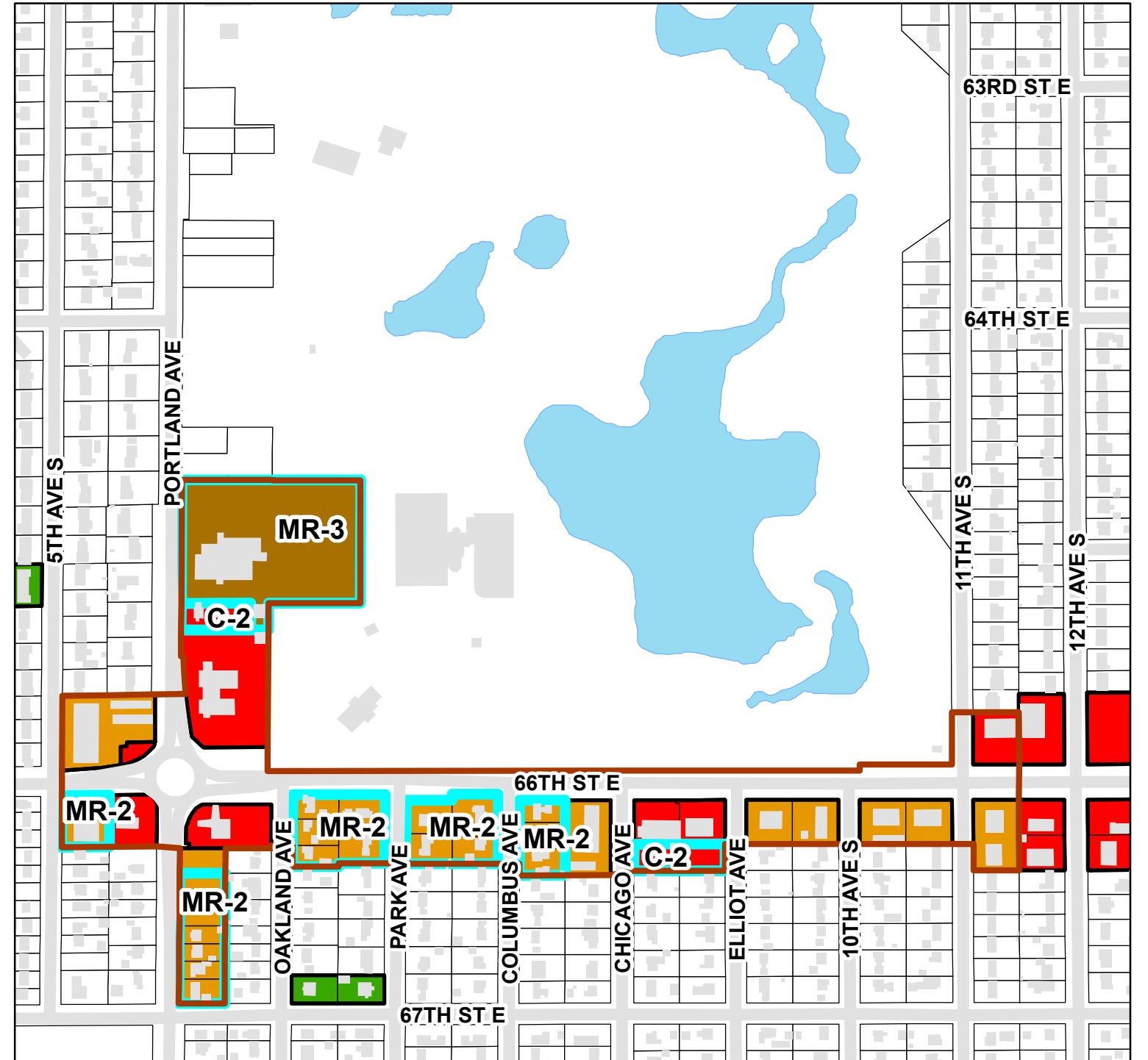
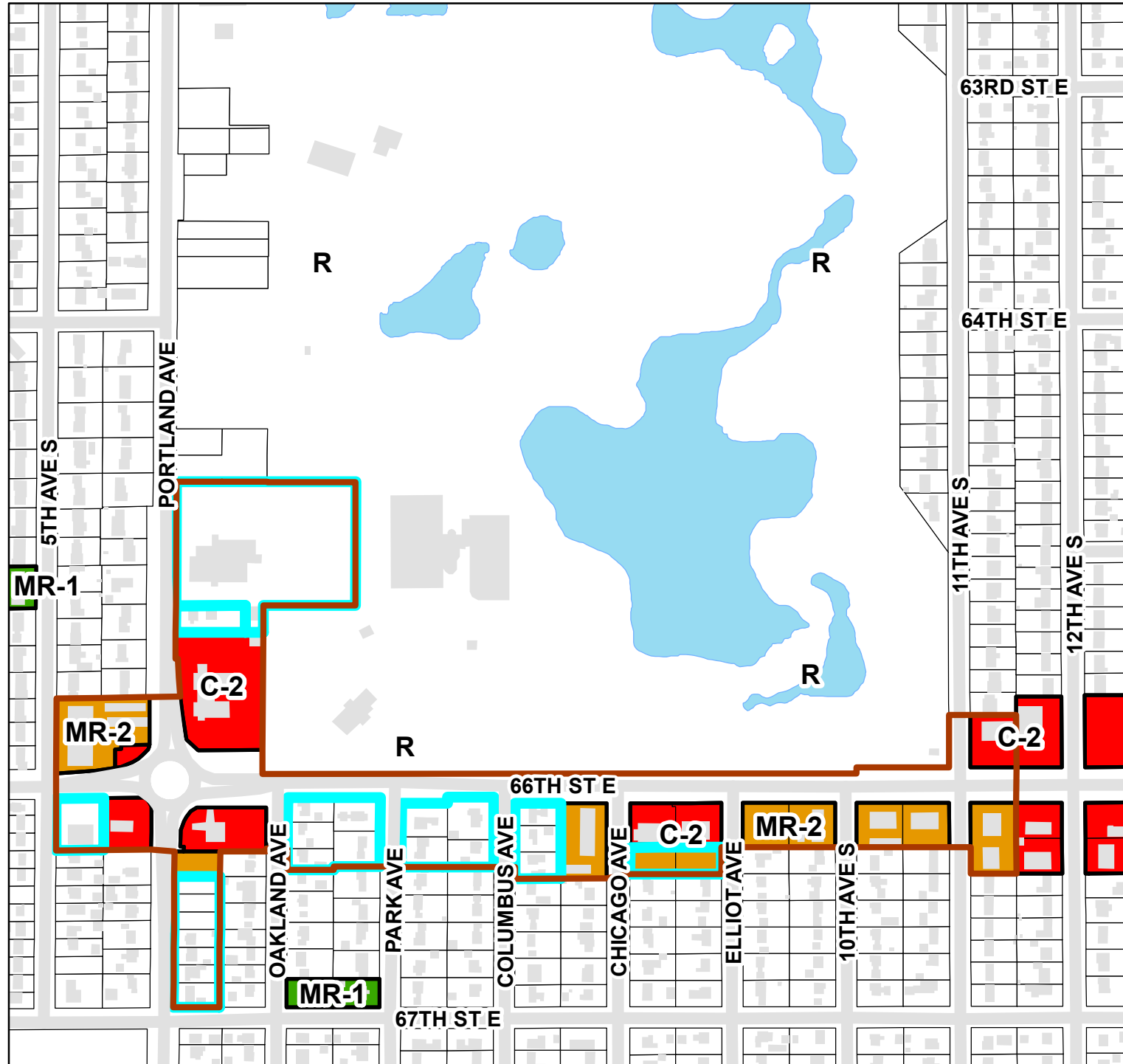


# Veterans Park Area Rezoning

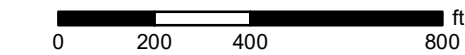
Existing Zoning

Proposed Zoning

Case No: 21-RZN-03



- Property Proposed for Rezoning
- Proposed Veterans Park Overlay Boundary



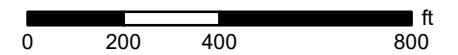
**Zoning Districts**

- R Single-Family
- R-1 Low-Density Single-Family
- MR-1 Two-Family
- PMR Planned Multi-Family
- MR-2 Multi-Family
- MR-2/CAC Multi-Fam + Cedar Overlay

- MR-3 High-Density Multi-Family
- SO Service Office
- C-1 Community Commercial
- C-2 General Commercial

- PC-2 Planned General Commercial
- PMU Planned Mixed Use
- MU-C Mixed Use-Community
- MU-C/CAC Mixed Use + Cedar Overlay
- MU-C/PAC Mixed Use + Penn Overlay

- MU-N Mixed Use-Neighborhood
- MU-R Mixed Use-Regional
- I Industrial





**STAFF REPORT NO. 89**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director

OTHER DEPARTMENT REVIEW: None

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the acceptance of the quotation from Northland Recreation for \$180,000 to replace play equipment at Christian and Fremont Parks and authorization of the Recreation Services Director to execute the contract.**

**EXECUTIVE SUMMARY:**

A Request for Proposal (RFP) was advertised to solicit proposals to replace the play equipment at Christian and Fremont Parks. Design preferences outlined in the RFP were gathered from residents at open-house feedback sessions at the parks in April 2021, where neighbors were asked to complete a paper survey (or an online survey) that outlined the options for the equipment. The project is funded through the approved 2021 Capital Improvement Budget in the amount of \$180,000. Three proposals were scored by staff and members of the Community Services Commission. The top scoring proposal, in every category (Overall Design, Inclusiveness, and Appeal to All Ages) and for both parks was Northland Recreation.

**RECOMMENDED ACTION:**

**By Motion: Accept the quotation from Northland Recreation for \$180,000 to replace play equipment at Christian and Fremont Parks and authorize the Recreation Services Director to execute the contract.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Neighborhood open-house feedback sessions were held at both parks in April 2021, where neighbors were asked to complete a survey (also available to complete online) that outlined the options for play equipment. Their preferences were tallied and used to outline the specifications in the request for proposal, which was distributed to playground vendors in the Minnesota/Wisconsin area.

The proposed project budget is \$180,000 and includes all of the following:

- Play equipment, installation, wood carpet installation, excavation & grading within the container.
- Concrete Border at Christian (existing border at Fremont).
- Drain tile, initial grading, backfill, sod & seed, export unwanted fill.

Scoring was completed on three proposals (see attached scoring summary). Scoring criteria included overall design, appeal to all ages, inclusiveness, price, delivery, warranty and references. The

scoring team consisted of members of the Community Services Commission (Chair Kevin Wendt, Vice Chair Heather MacDonald, Lisa Rudolph, and Jenna Hanson), Adaptive Supervisor Ann Jindra, Recreation Supervisor MaryKaye Champa, and Recreation Services Director Amy Markle. The top scoring proposal in all of the above criteria categories, and for both parks, was Northland Recreation.

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

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

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

**C. CRITICAL TIMING ISSUES:**

The existing play equipment will be removed, and new equipment installed, just after Labor Day 2021, when students go back to school, to minimize impact to playground users.

**D. FINANCIAL IMPACT:**

Funding for the new play equipment is included in the approved 2021 Capital Improvement Budget in the amount of \$180,000.

**E. LEGAL CONSIDERATION:**

There are no legal considerations for this item.

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Play Equipment RFP	Backup Material
☐ Scoring Summary-Christian	Backup Material
☐ Scoring Summary-Fremont	Backup Material
☐ Northland Proposal-Christian Park	Backup Material
☐ Northland Proposal-Fremont Park	Backup Material



CITY OF RICHFIELD, MN 55423  
RECREATION SERVICES DEPARTMENT  
**REQUEST FOR PROPOSAL**  
FOR  
**DESIGN, SUPPLY & INSTALLATION**  
**OF PLAYGROUND EQUIPMENT**  
at Christian and Fremont Parks  
**April 22, 2021**

I. **GENERAL GUIDELINES.**

A. **Requests For Competitive Proposals.**

The City of Richfield is seeking competitive proposals from interested and qualified companies for the design, supply and installation of playground equipment at Christian Park (6900 Bloomington Avenue), and Fremont Park (7445 Fremont Ave), Richfield, MN 55423.

B. **Owner and Submission Information.**

Interested companies should submit **FOUR COPIES** of their competitive proposals to:  
RICHFIELD COMMUNITY CENTER  
7000 NICOLLET AVE, RICHFIELD, MN 55423  
RE: CHRISTIAN/FREMONT PARK EQUIPMENT PROPOSAL

Competitive proposals shall include all of the items set forth in Section II below. Any questions regarding this Request for Proposals should be directed to Recreation Services Director Amy Markle at 612-861-9394 or [amarkle@richfieldmn.gov](mailto:amarkle@richfieldmn.gov)

All proposals must be sealed and submitted to the Richfield Community Center at the above address by 10:00 a.m. on Monday, May 24, 2021. Late submissions will not be considered. All proposals must be accompanied by a certified check, cash deposit, or proposal bond equal to at least 5% of the amount of the total bid, made payable to the City of Richfield, Minnesota.

II. **PROJECT DESCRIPTION AND SCOPE.**

A. **General Project Scope.**

The City of Richfield Recreation Services Department is seeking competitive proposals for the design, supply and installation of playground equipment for one existing play equipment replacement at Christian and Fremont Parks as defined in Section II B and C. The proposer would also be responsible for removal and disposal of the existing play equipment at both parks.

B. **Budget**

Design, supply and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), sand base, excavation & grading, finish sod, export unwanted sand & fill, freight, delivery and applicable sales tax shall not exceed the budget of \$180,000 for both parks combined.

C. **Design and Cost Proposals**

The Proposer shall provide a play equipment design suitable for the existing play container in each park. Existing borders at Fremont Park to be used; location of existing large lot at Christian Park can be used, but can be proposed as larger; the existing separate smaller lot at Christian will not be used. If Proposer deems modifications are necessary to the proposed container, these modifications should be clearly indicated on proposer's plans and the total cost of the modifications including items set forth in Section B shall not exceed the budget of \$180,000 for both parks parks.

Proposers must only submit one design for each park.

The Proposer should provide materials and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), excavation & grading, finish sod, export unwanted sand & fill, sand base (can use existing sand in container), as part of one base bid. NOTE: Christian Park has two play areas: a main area and a smaller tot lot. The smaller lot will not be used in this proposal and the larger container can be proposed as slightly larger than the existing container to fit all of the equipment. The existing container can be used at Fremont Park. Resilient surface shall be wood fiber to conform to all CPSC and ASTM guidelines. The City will dispose of excess concrete, sand, or woodchips.

Equipment must meet the following guidelines:

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

#### **CHRISTIAN PARK**

The main structure for Christian Park (5–12 year-olds) should include:

- **Deck roofs**
- **Roller slide and wavy or spiral slides**
- **Multi-person seated spinner**
- **Balance feature**
- **Climbing bars (monkey bars)**
- **Musical and/or sound panels/features**
- **Netting climber**
- **Rock climbing experience.**
- **At least one spring rider (animal theme)**
- **Wobbly/motion bridges.**
- **2-3 benches in the container**

**Do not include the following: double slides, enclosed slides, tunnels**

The secondary structure for Christian Park (2-5 year-old) should include:

- **Low reaching overhead bars.**
- **Spring riders in an animal theme**
- **Multi-person and/or seated spinners**

Swing Structure to include:

- **Four bay swing structure with at least two standard swings, one baby seat and one parent/child tandem swing**
- **Include wear pads for each swing.**

## **FREMONT PARK**

The main structure for Fremont Park (5–12 year olds) should include:

- **Deck roofs**
- **Roller slide**
- **Spiral slide**
- **Game and Musical Panels**
- **Pod jumpers**
- **Wobbly/motion bridges**
- **Rock wall climbing experience.**
- **Netting climber**
- **Overhead bars (monkey bars)**
- **Seated multi-person spinner**
- **Spring riders (animal themed)**
- **2 benches in the container**

**Do not include the following: double slides, enclosed slides, tunnels.**

The secondary structure for Fremont Park (2-5 year olds) should include:

- **See saw**
- **Spinners (standing)**
- **Low reaching overhead bars.**

Swing Structure to include:

- **Standard swings**
- **One baby seat swing**
- **One parent/child tandem swing**
- **Include wear pads for each swing.**

6. Colors: Christian and Fremont Parks – Natural (greens and browns)

7. The shape and size of the existing areas will dictate the usability of some components. Visit each site and take your own measurements.

8. The vendor is responsible for the receipt of delivery of the equipment including with unloading and storage until installation. Storage on-site is permissible.

9. The successful Proposer must provide a performance bond and payment bond in an amount equal to the full amount of the contract.

10. Each competitive proposal submitted should reflect, by line item, the cost for the design, purchase and installation of play equipment components, including all applicable sales taxes, freight, and other costs associated with each piece of equipment. Costs should be broken down into logical categories to aid the City in evaluation and include:

... All soft costs; including design, overhead, insurance, as well as all applicable sales taxes.

... All hard costs; including all work and materials related to the installation of play equipment, drain tile, concrete curb and resilient surfacing. Please itemize installation costs.

Each Proposer must submit the following with bid:

... Written assurance that the safety surfacing and play area components meet all applicable U.S. Consumer Product Safety Commission Guidelines, ASTM standards, proposed ADA requirements, IPEMA Certification and other applicable state and federal requirements will be required from each Proposer prior to contract initiation.

... Plan layout of design and catalogue(s) with proposed equipment and safety surfacing identified for review by staff.

... Current warranty, insurance, and product specification information on all products and materials included in your proposal.

- ... Written estimate of delivery and installation time frame.
- ... Link to videos that show kids playing on components the vendor would like to highlight.

A. **Site Review**

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

B. **References**

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

C. **Specifications**

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

III. **EVALUATION AND SELECTION.**

A. **Design Considerations**

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

B. **Evaluation Criteria.**

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

1. Overall Design
2. Appeal to All Ages
3. Fitness Value
4. Price
5. Degree of Inclusiveness
6. Delivery (including written verification of unloading/storage responsibility) and installation timeframe.
7. Warranty Provisions
8. Review/Inspection of previous installations and/or references.

C. **Contract and Insurance Requirements.**

The selected vendor will be required to enter into a contract with the City, provide the City with a performance bond and payment bond in an amount equal to the full amount of the contract to assure the timely performance and payment for the work proposed, and assure their availability to have the Project completed within September 7, 2021 and October 29, 2021. The City will not be responsible to store or secure play equipment materials prior to and including installation.

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

Insurance requirements include:

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

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

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

**3. Fire Insurance:** The Contractor is responsible for insuring for fire, and extended coverage including vandalism and malicious coverage on the work included in the contract from the beginning of the work until final acceptance of the completed project. The policies shall cover all work incorporated in the project and all material in place or stored at the site for installation against loss by fire and wind. This provision does not exclude material partially paid for by the Owner. This insurance shall be for the full insurable value of the material and shall be kept in full force until final acceptance of the work by the Owner.

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

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

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

**D. Reservations and Other Considerations.**

1. The City of Richfield reserves the right to reject any or all proposals for reasons of safety, quality, quantity, design or other issues deemed important to the successful completion of the project. Any proposals exceeding the maximum funding or footprint on the site will be excluded. Proposal amounts will need to be effective for 45 days after the above deadline.
2. The City reserves the right to accept proposals based upon the evaluation criteria.
3. The City will not be responsible for any costs incurred by those submitting or preparing competitive proposals. At the request of the Proposer, proposals will be returned after the selection process has been completed and a vendor selected.
4. The City reserves the right to revise the scope of the project based on budget limitations and other relevant considerations.
5. Each Proposer must meet the City of Richfield contract requirements. The City reserves the right to reject proposals that cannot meet contract requirements.

**SCORING TABULATION: CHRISTIAN PARK**

		MN/WI	Northland	Flagship
<b>Overall Design</b>	<b>30</b>	<b>22.3</b>	<b>26.1</b>	<b>20.4</b>
<b>Appeal to All Ages</b>	<b>20</b>	<b>16.0</b>	<b>18.1</b>	<b>13.4</b>
<b>Inclusiveness</b>	<b>20</b>	<b>9.3</b>	<b>13.6</b>	<b>9.7</b>
<b>Price</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Delivery</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Warranty</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>References</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>
	<b>100</b>	<b>77.6</b>	<b>87.9</b>	<b>73.6</b>
<b>Overall Design</b>				
Amy		25	30	25
Ann		25	25	10
MK		23	25	21
Heather		28	26	22
Jenna		15	25	20
Kevin		25	27	25
Lisa		15	25	20
Total		156	183	143
Average		22.3	26.1	20
<b>Inclusiveness</b>				
Amy		10	15	10
Ann		15	15	10
MK		10	15	10
Heather		10	15	10
Jenna		5	15	10
Kevin		5	5	8
Lisa		10	15	10
Total		65	95	68
Average		9.3	13.6	9.7
<b>Appeal to All Ages</b>				
Amy		10	20	10
Ann		20	20	10
MK		15	15	14
Heather		20	20	13
Jenna		17	17	12
Kevin		15	15	20
Lisa		15	20	15
Total		112	127	94
Average		16.0	18.1	13.4

**SCORING TABULATION: FREMONT PARK**

		MN/WI	Northland	Flagship
<b>Overall Design</b>	<b>30</b>	<b>20.7</b>	<b>24.1</b>	<b>16.4</b>
<b>Appeal to All Ages</b>	<b>20</b>	<b>13.9</b>	<b>17.4</b>	<b>11.4</b>
<b>Inclusiveness</b>	<b>20</b>	<b>10.7</b>	<b>12.1</b>	<b>8.6</b>
<b>Price</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Delivery</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Warranty</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>References</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>
	<b>100</b>	<b>75.3</b>	<b>83.7</b>	<b>66.4</b>
<b>Overall Design</b>				
Amy		20	30	15
Ann		25	25	10
MK		25	24	20
Heather		20	18	12
Jenna		10	20	20
Kevin		25	27	28
Lisa		20	25	10
Total		145	169	115
Average		20.7	24.1	16
<b>Inclusiveness</b>				
Amy		5	5	5
Ann		15	15	10
MK		10	10	10
Heather		15	15	10
Jenna		15	15	10
Kevin		5	15	5
Lisa		10	10	10
Total		75	85	60
Average		10.7	12.1	8.6
<b>Appeal to All Ages</b>				
Amy		10	20	10
Ann		20	20	10
MK		17	15	10
Heather		8	20	8
Jenna		15	17	12
Kevin		15	15	20
Lisa		12	15	10
Total		97	122	80
Average		13.9	17.4	11.4





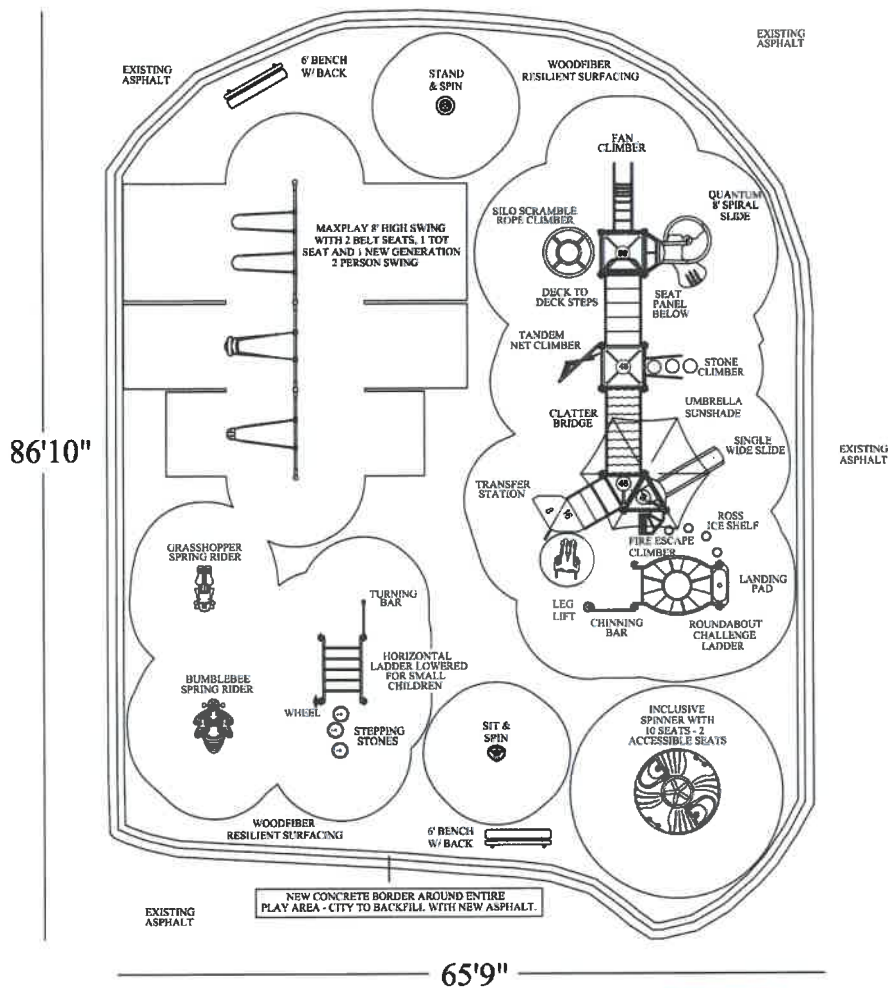
# Christian Park







# CHRISTIAN PARK CITY OF RICHFIELD



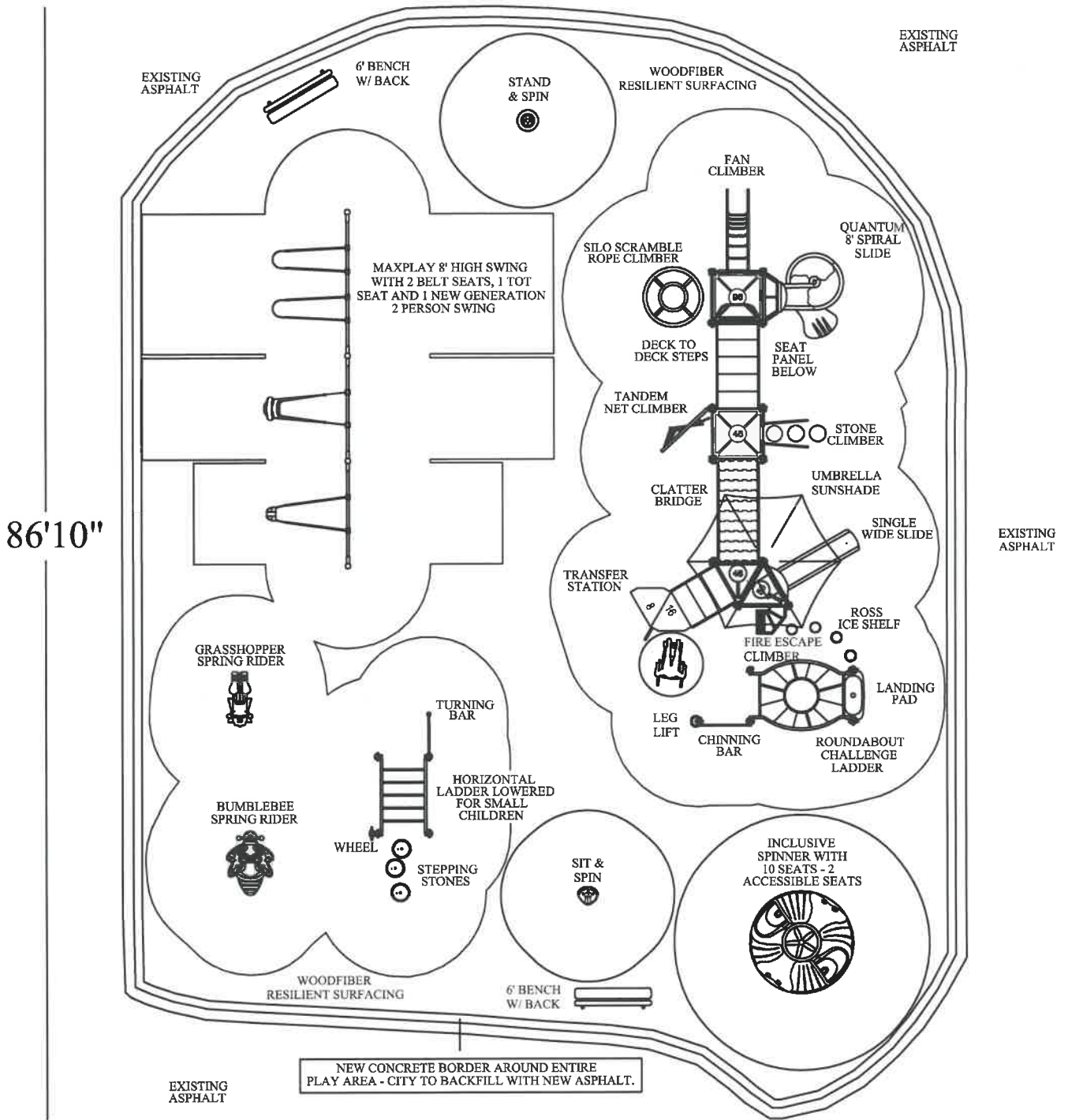
Revolution Spinner



Silo Scramble



# CHRISTIAN PARK CITY OF RICHFIELD



65'9"





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

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

**Bill to: City of Richfield**

7000 Nicollet Ave.  
 Richfield, MN 55423

**Contact**

**Contact Phone:**

**Contact Email:**

**Project Name & Location:**

**Christian Park**  
**6900 Bloomington Ave**

**Ship To Address:**

Same

Quote Date: 5/19/21  
 Valid For: 60 Days

Part Number	Description	Qty	Unit Price	Total
<b>Christian Park</b>				
1	Little Tikes Custom Kid Builder PlayStructure Includes: Maxplay 4 Unit Swing, Inclusive 10 Person Whirl, Stand & Spin, Sit & Spin, 2-5 Year Old Play Area – 2 spring riders, Stepping stones, turning bar, wheel, lowered horizontal ladder, 2 6' benches and electronic piano panel on the large structure.			\$50,413.00
1	Installation of above			\$17,023.00
222 C/Y	Woodfiber resilient surfacing installed. Includes rubber wear mats under swings.			7,660.00
258 L/F	12" x 8" Concrete Border			\$7,998.00
1	Removal of existing play equipment, Includes saw cutting asphalt to enlarge the area.			\$6,906.00

**Totals:**

Equipment List: \$50,413.00  
 Products by Other: \$15,658.00  
 Installation: \$23,929.00  
 Estimated Sales Tax\*: \$ 0.00 Exempt  
 Freight: Included  
**Grand Total: \$ 90,000.00**

Notes:

**Make Purchase Orders Out To:**  
**PlayPower LT Farmington, Inc.**

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

**Make Checks Payable To:**

PlayPower LT Farmington, Inc.  
Remit Checks To:  
PlayPower LT Farmington, Inc.  
P.O. 734155  
Dallas, TX 75373-4155

**NOTE:**

\* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

**COMMENTS:**

This playground contains 96.69% recycled content  
This playground qualifies for 2 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email [outdoordes@LTCPS.com](mailto:outdoordes@LTCPS.com). Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

\_\_\_\_\_  
**Submitted By**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

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

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



## ADDITIONAL TERMS & CONDITIONS OF SALE

1. **Use & Maintenance.** Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. **Default, Remedies & Delinquency Charges.** Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. **Title; Risk of Loss; Insurance.** PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. **Waiver; Invalidity.** PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. **Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



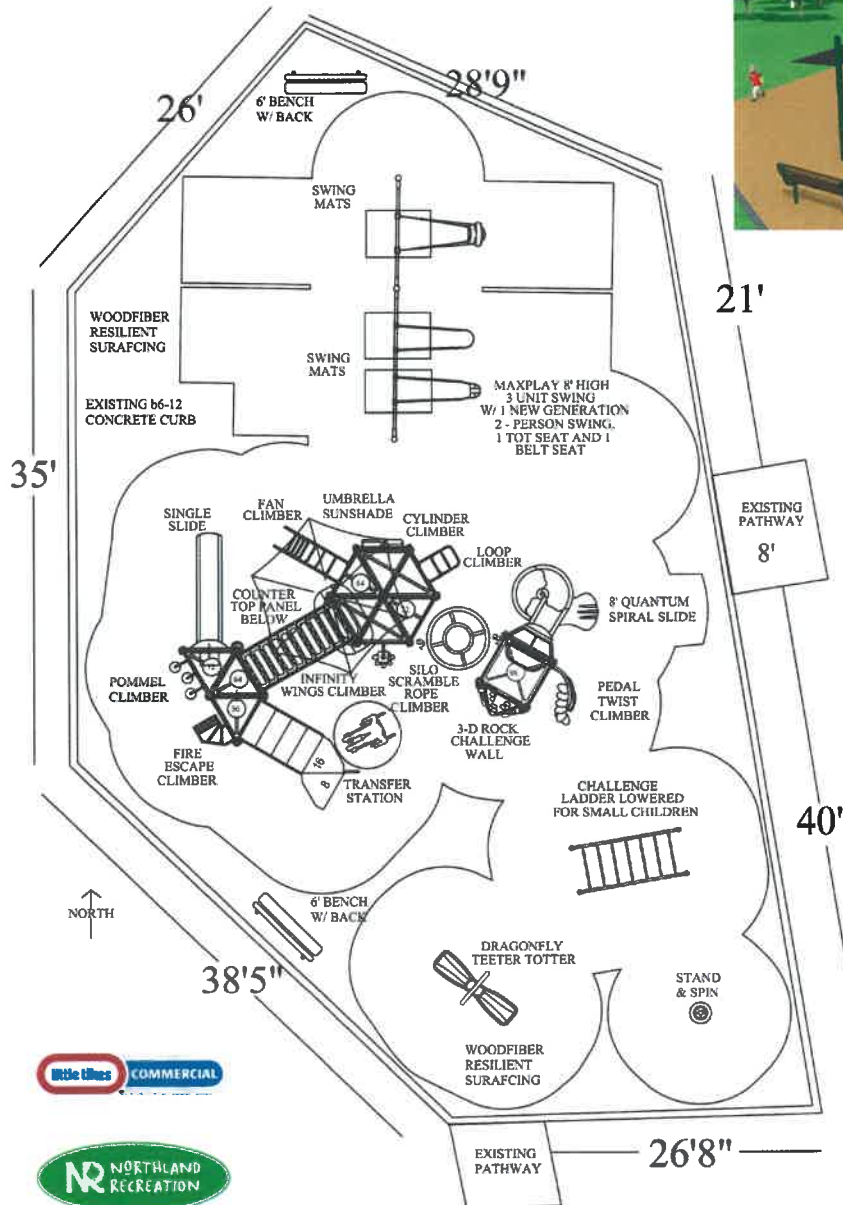
# FREMONT PARK CITY OF RICHFIELD



Dragon Fly Teeter Totter



Silo Scramble



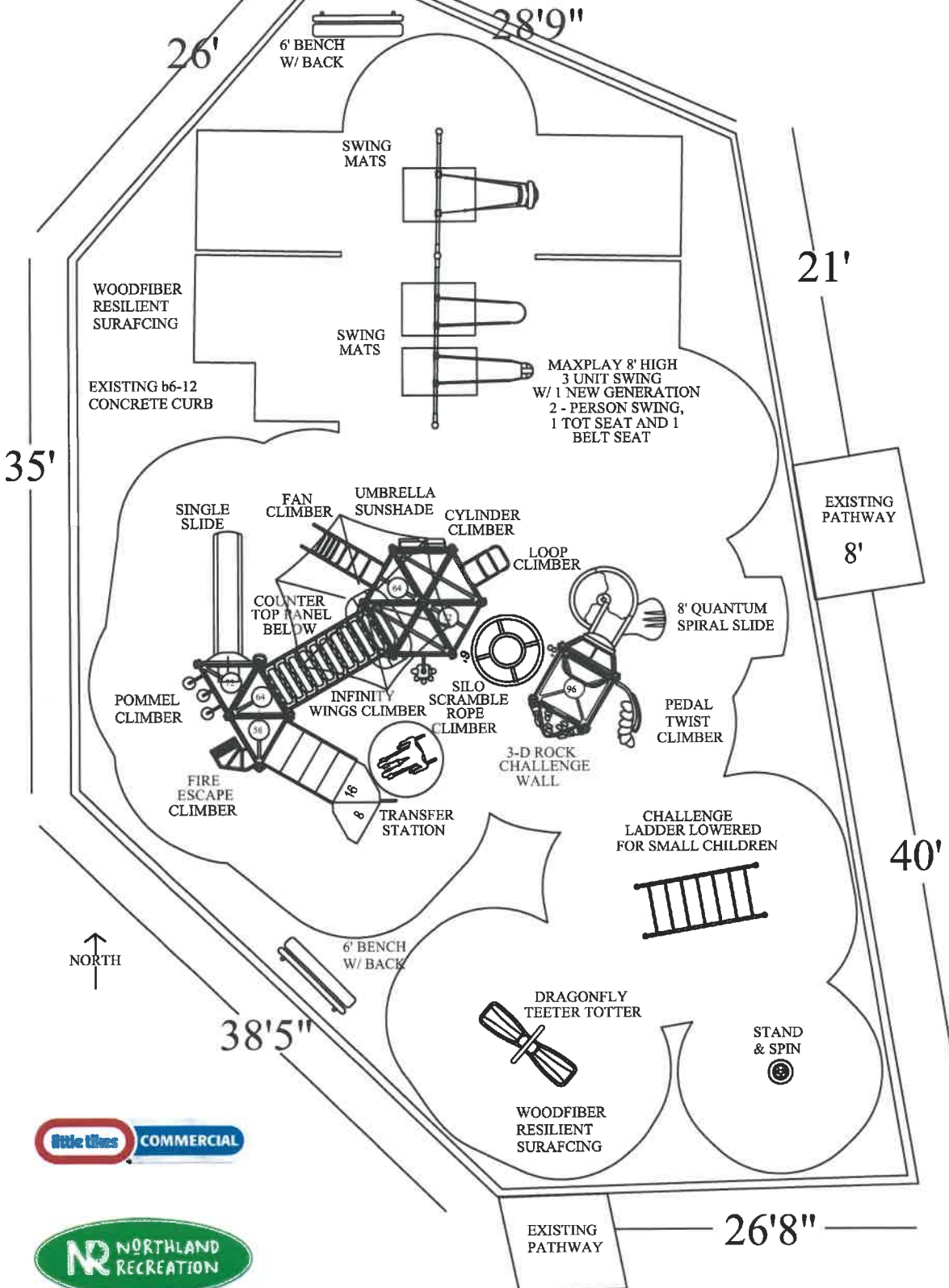




# Fremont Park



# FREMONT PARK CITY OF RICHFIELD







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

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

**Bill To: City of Richfield**  
 7000 Nicollet Ave  
 Richfield, MN 55423  
 Contact Amy Markle  
 Contact Phone: 612-861-9394  
 Contact Email: amarkle@richfieldmn.gov

**Project Name & Location:**  
 Fremont Park  
 7445 Fremont Ave

**Ship To Address:**  
 Same

Quote Date: 5/17/21  
 Valid For: 60 Days

Part Number	Description	Qty	Unit Price	Total
1	Little Tikes Custom Kid Builder Playstructure Includes: Swings, Benches and 2-5 Equipment Horizontal Ladder, Dragonfly and Stand & Spin. Includes electronic music panel on large structure			\$62,505.00
1	Installation of above			\$15,456.00
1	Removal of existing play structure, woodfiber, rubber surfacing and concrete pads.			\$7,234.00
155 Cu.Yds	Woodfiber Resilient Surfacing Includes rubber swing mats.			\$4,805.00

**Totals:**

Equipment List: \$ 62,505.00  
 Products by Other: \$ 4,805.00  
 Installation: \$ 22,690.00  
 Estimated Sales Tax\*: \$ 0.00 Exempt  
 Freight: Included  
**Grand Total: \$ 90,000.00**

Notes:

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

**Make Checks Payable To:**  
PlayPower LT Farmington, Inc.  
Remit Checks To:  
PlayPower LT Farmington, Inc.  
P.O. 734155  
Dallas, TX 75373-4155

**NOTE:**

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---

**Submitted By**

**Printed Name and Title**

**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

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

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

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**STAFF REPORT NO. 90**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
6/1/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their annual Holy Angels Rock the Lawn event taking place Saturday, July 17, 2021.**

**EXECUTIVE SUMMARY:**

On May 26, 2021, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their annual Holy Angels Rock the Lawn event taking place Saturday, July 17, 2021. They will serve beer and wine from 5:00 p.m. to 10:30 p.m. No other intoxicating liquor beverages will be permitted.

They will be having food trucks providing food for the event. The Academy of Holy Angels has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

**RECOMMENDED ACTION:**

**By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their Holy Angels Rock the Lawn event taking place Saturday, July 17, 2021.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The applicant has satisfied the following requirements for the issuance of this license:
  - The required licensing fee has been paid.
  - Proof of liquor liability insurance has been provided showing West Bend Mutual affording the coverage.
  - Along with the application they included a diagram of where the alcohol will be served and consumed as well as how ID's will be checked and how they will be monitoring sales and consumption.
  - They have contracted with the City of Richfield Police to provide security for the event.

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

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

**C. CRITICAL TIMING ISSUES:**

There are no critical timing issues.

**D. FINANCIAL IMPACT:**

The required licensing fees have been received.

**E. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The Council could deny the approval of the Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels. This would mean the applicant would not be able to serve wine or strong beer; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Academy of Holy Angels staff has been notified of the date of this meeting.



**STAFF REPORT NO. 91**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
6/1/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the Small Wireless Facility Collocation Supplemental Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that set forth the terms and conditions of collocation on wireless support structures within City right-of-way.**

**EXECUTIVE SUMMARY:**

State legislation was passed in 2017 that established statewide requirements for cities to allow wireless companies to install small cell facility networks in the public right-of-way. The small cell facility networks are commonly known as "small cell wireless" equipment and distributed antenna systems.

Although the legislation limited many actions the City can take to control the placement of the small cell facilities in the public right-of-way, it did allow for the City to enact a permitting process for the facilities. City Council approved amendments to the right-of-way ordinance (City Code Section 802) in 2017 to provide additional controls and management if small cell wireless companies choose Richfield as an installation site. The code amendment included the following requirement for a Small Wireless Facility Agreement:

*A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city.*

The supplemental agreement is required as stated in the Small Wireless Facility Collocation Agreement between the City and New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, which was signed August 13, 2019. This supplement dictates what space is leased by the City to New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, and the appropriate fees and rent for leasing this space. This supplemental agreement has been provided and signed by the AT&T representative.

The collocation supplemental agreement that is under consideration pertains to the collocated small cell application approximately located at 7644 Sheridan Avenue.

**RECOMMENDED ACTION:**

**By motion: Approve the Small Wireless Facility Collocation Supplemental Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that set forth the terms and conditions of**

collocation on wireless support structures within City right-of-way.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Wireless and cellular service providers are looking for solutions to provide better and more reliable service to customers.
- One method of enhancing service is to install "small cell" antennas to fill in areas with poor existing coverage.
- State legislation was passed in 2017 that allows these antennas to be installed in the right-of-way.
- The City of Richfield adopted an ordinance on September 12, 2017 amending City Code Section 802 enacting an agreement and permitting process for small cell facilities within City right-of-way.

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

- Section 802 of the Richfield City Code depicts the City's current practices of permitting the use within rights-of-way.
- Minnesota Statutes, Section 237.162, defines public right-of-way including management of standards and costs.
- Minnesota Statutes, Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94, amending the Act, are interpreted with consideration of small cell wireless technology.

**C. CRITICAL TIMING ISSUES:**

The attached supplemental agreements must be in place before the City can permit small cell facilities collocated on existing right-of-way support features.

**D. FINANCIAL IMPACT:**

The City is allowed to charge fees on the permit review as well as charge rent for facilities located in the right-of-way and on City-owned support features.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Collocation Agreement	Backup Material
☐ Collocation Supplemental Agreement	Contract/Agreement



City of Richfield,  
Minnesota  
Small Wireless Facility Collocation  
Agreement

This Small Wireless Facility Collocation Agreement (the "Agreement") is made this 11<sup>th</sup> day of February, 2019, between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, ("Lessor") and, New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, with its principal offices located at 575 Morosgo Drive, Atlanta, Georgia 30324, ("Lessee"). Lessor and Lessee are collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Federal Communications Act of 1934, as amended, authorizes Lessor to manage and control access to and use of public rights-of-way within city limits; and

WHEREAS, Lessor has elected to manage its rights-of-way as authorized by Minnesota Statutes, Sections 237.162-.163 and Lessor's municipal code of ordinances (the "Code"); and

WHEREAS, this Agreement shall apply to the collocation of Small Wireless Facilities (as hereinafter defined). For purposes of this Agreement, "collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing Wireless Support Structure (as hereinafter defined) that is owned by the Lessor; and

WHEREAS, a "Small Wireless Facility" means: a wireless facility, as defined by Minnesota Statutes, Section 237.162, subd. 13, that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, provided such equipment shall be in aggregate no more than 28 cubic feet in volume; and

WHEREAS, Lessor owns or controls existing structures in the public right-of-way that may be determined by Lessor to be capable of supporting a Small Wireless Facility ("Wireless Support Structure"), which are located within the geographic area of a license or other authorization held by Lessee to provide wireless services; and

WHEREAS, Lessor hereby sets forth the terms and conditions of collocation on its Wireless Support Structures; and



WHEREAS, Lessee desires to install, maintain and operate Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to the particular sites at which Lessee will collocate its Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessee shall compensate Lessor for the collocation of Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into an agreement supplement ("Supplement") in substantially the form attached hereto as Exhibit A, with respect to each particular Wireless Support Structure on which Lessee will collocate; and

WHEREAS, this Agreement is not exclusive and Lessor reserves the right to grant permission to other entities to collocate Small Wireless Facilities.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Lessor agrees to lease to Lessee certain space described in the applicable Supplement upon Lessor's Wireless Support Structure in the public right-of-way for the installation, operation and maintenance of Small Wireless Facilities; together with the non-exclusive right of access over, under and through the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's Small Wireless Facilities. The space leased by Lessor to Lessee described in the applicable Supplement is hereinafter collectively referred to as the "Premises." The Premises may include, without limitation, certain space on the ground (the "Equipment Space") adjacent to the Wireless Support Structure, and space on the Wireless Support Structure for the installation, operation and maintenance of antennas and other equipment (the "Antenna Space") as described in the Supplement. Notwithstanding anything in the Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the various portions of the Premises and to electrical and telephone utility, cable, and fiber sources adjacent to the Premises. Lessor may grant Lessee, or the local utility, or fiber or cable provider, upon Lessee's approval, the right to install any utilities, cable, and fiber for Lessee to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by Lessor. Lessor's approval shall not be unreasonably withheld.

2. PLANS AND DRAWINGS. Before receiving approval from Lessor to install a Small Wireless Facility on Lessor's Wireless Support Structures in public rights -of-way, Lessee shall submit to the Director of Public Works or the Director's designee, detailed construction plans and drawings for each individual location, together with maps, showing specifically the Wireless Support Structures to be used, the number and character of the attachments to be placed on such Wireless Support Structures, equipment necessary for the use, proposed replacement of existing Wireless Support Structures, any additional Wireless Support Structures which may be required and any new installations for transmission conduit, pull boxes, and related appurtenances (the "Application"). The Director or the Director's designee shall determine whether to give Lessee permission to proceed with the work as proposed by Lessee within ninety (90) days of receipt of Lessee's Application. If the Director or Director's designee does not approve Lessee's Application, it will provide a written explanation to Lessee of the basis for the rejection within the same ninety (90) day period. Each Application may request attachments to up to fifteen (15) different Wireless Support Structures or a greater number if agreed to by Lessor. Lessee shall perform all work at its own expense and make attachments in such manner as to not interfere with the services of Lessor.

3. CONDITION OF PROPERTY; ENGINEERING STUDY. The Lessor may elect to perform necessary make-ready work identified in an Application. If Lessor elects to perform the make-ready work, Lessor will notify Lessee of such election at the time of approving the Application. If Lessor elects to perform the make-ready work, Lessor will provide Lessee with an estimate of the make-ready costs within fourteen (14) days of Lessor approving the Application. Lessee shall have sixty (60) days from the receipt of such make-ready estimate to accept the estimate. If Lessor does not elect to perform the make-ready work, Lessee shall perform such make-ready work. Any expenses necessary to make the Premises ready for Lessee's construction of its improvements under either option shall be the responsibility of Lessee. Lessee must obtain and submit to Lessor a structural engineering study showing the Wireless Support Structure and foundation is able to support the proposed Small Wireless Facility. Lessor makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this Agreement.

4. USE OF PUBLIC RIGHTS-OF-WAY.

A. All communications equipment shall be installed in accordance with applicable Laws (as hereinafter defined) and Lessee shall comply with all laws, ordinances, rules and regulations adopted by Lessor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Lessor, or the official to whom such duties have been delegated by Lessor. Lessee shall have no ownership interest in any Wireless Support Structure owned by Lessor.

B. Lessee and its authorized contractors shall give Lessor reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way.



C. Any damages to Lessor's Wireless Support Structures, equipment thereon or other infrastructure caused by Lessee's installation or operations shall be repaired or replaced at Lessee's sole cost and to Lessor's reasonable satisfaction.

5. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT, RELOCATION.

A. From time to time, if Lessor paints, reconditions, or otherwise improves or repairs the Wireless Support Structure in a substantial way ("Reconditioning Work"), Lessee shall reasonably cooperate with Lessor to carry out such Reconditioning Work.

B. Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days' prior written notice. Upon receiving that notice, it shall be Lessee's sole responsibility to provide adequate measures to cover or otherwise protect Lessee's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all of Lessee's equipment from the Wireless Support Structure and Premises during Reconditioning Work, provided the requirement to remove Lessee's equipment is contained in the written notice required by this Section. If Lessor requires Lessee to remove its equipment, then (i) Lessee may place a temporary structure, if determined feasible by the Lessor (City Engineer) and Lessee, at a location equivalent to Lessee's current use of the Wireless Support Structure until such time the Reconditioning Work is complete; or (ii) if Lessee is unable to place a temporary structure, Lessor shall allow Lessee to abate the Annual Rental for so long as the Reconditioning Work continues.

C. Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's use of the Premises. If Lessor agrees to the modification, Lessor will provide an estimate of the incremental cost and expense related to the modification of Lessor's procedures for the Reconditioning Work and if Lessee elects to proceed, then Lessee shall be responsible for all such incremental cost and expense.

D. If Lessor intends to replace a Wireless Support Structure ("Replacement Work"), Lessor shall provide Lessee with at least ninety (90) days' written notice to remove its equipment. Lessor shall also promptly notify Lessee when the Wireless Support Structure has been replaced and Lessee may re-install its equipment without incurring any additional Supplement fees or costs.

E. If Lessor intends to repair a Wireless Support Structure due to storm or other damage ("Repair Work"), Lessor shall notify Lessee to remove its equipment as soon as possible. In the event of an emergency, Lessor shall contact Lessee at the telephone number listed in Paragraph 18 prior to removing Lessee's Equipment. Once the Wireless Support Structure has been replaced or repaired, Lessor will promptly notify Lessee it can reinstall its equipment without incurring any additional Supplement fees or costs.

F. If Lessee's installation requires a new Wireless Support Structure to be constructed or an existing Wireless Support Structure to be replaced by Lessee (the "Replacement Wireless Support Structure") then any such Replacement Wireless Support Structure shall be deemed to be a fixture on the Property and the Replacement Wireless Support Structure shall be and remain the property of the Lessor, without further consideration to or from Lessor. Unless otherwise provided in the applicable Supplement, Lessor shall be responsible for any and all costs relating to the operation, maintenance, repair and disposal of the Replacement Wireless Support Structure. If the Replacement Wireless Support Structure replaces an existing structure, then also as part of Lessee's installation, Lessee shall remove, dispose, salvage and or discard the existing structure at Lessee's sole discretion. In the event that a Replacement Wireless Support Structure is damaged to the extent requiring replacement, Lessee shall provide a Replacement Wireless Support Structure for installation by Lessor within a reasonable period of time.

G. If Lessor determines to abandon any Wireless Support Structure and Lessor so determines that the Wireless Support Structure does not need to be permanently removed for reasons of public safety or security, then Lessor shall give Lessee ninety (90) days' prior written notice of Lessor's intent to abandon the Wireless Support Structure. Within such time, Lessee may (a) remove or otherwise dispose of its Small Wireless Facilities, at which time the Supplement shall automatically terminate without further liability to Lessee, or (b) elect to acquire title to the Wireless Support Structure at no cost to Lessee in "as is, where is" condition. If Lessee elects to acquire title, then Lessor shall promptly execute and deliver a bill of sale and assignment transferring the Wireless Support Structure to Lessee in "as is, where is" condition subject only to Lessor's representation and warranty that Lessor is the sole owner, and Lessor owns the Wireless Support Structure free and clear of any liens, leases, licenses or other third-party rights or encumbrances. Lessee shall be under no obligation to provide, maintain or repair lighting or any other public service on any Wireless Support Structure which Lessee may elect to acquire title from Lessor.

## 6. TERM; RENTAL.

This Agreement shall commence as of the date first written above, and, if not lawfully terminated sooner, remain in full force and effect for as long as Lessor uses any Small Wireless Facility in accordance with Minnesota Statutes Section 237.163, subd. 3a(4). Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), at which time rental payments shall commence and be due at a total annual rental of \$175.00 (the "Annual Rental"), representing \$150.00 per year for rent to occupy space on a Wireless Support Structure and \$25.00 per year for maintenance associated with the space occupied on a wireless support structure. Consistent with Minnesota Statutes Sections 237.162-.163, the term of each Supplement shall be equal to the length of time that the Small Wireless Facility is in use (the "Term"), unless the Supplement is terminated pursuant to this Agreement. The annual rental for each Supplement shall be paid in advance annually on each anniversary of the Effective Date to the payee designated by Lessor in the Supplement, or to such other person, firm or place as Lessor may, from time to time, designate in writing. Upon agreement of the Parties, Lessee may



pay rent by electronic funds transfer. Lessor hereby agrees to provide to Lessee the reasonable documentation required for Lessee to pay all rent payments due to Lessor.

## 7. ELECTRICAL

Lessor may, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. As provided by Minnesota Statutes Sections 237.162-.163, an annual fee for electricity used to operate the Small Wireless Facility, if not purchased directly from a utility, shall be added to the annual rent due under each Supplement at the rate of:

- A. \$73.00 per radio node less than or equal to 100 max watts;
- B. \$182.00 per radio node over 100 max watts; or
- C. The actual costs of electricity, if the actual costs exceed the amount in item (A) or (B).

The amount of any such annual fee shall be set forth in each Supplement.

8. **ENGINEERING COSTS.** The Parties acknowledge and agree that, pursuant to Minnesota Statutes, Sections 237.162-.163, Lessor may charge the actual costs of the initial engineering and preparatory construction work associated with Lessee's collocation in the form of a onetime, nonrecurring, commercially reasonable, nondiscriminatory, and competitively neutral charge. Lessee shall pay such actual and reasonable costs within sixty (60) days of receipt of an invoice that itemizes the costs.

9. **USE.** Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating Small Wireless Facilities and uses incidental thereto. Lessee shall have the right, without any increase in rent, to replace or repair its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates. Subject to Lessee obtaining a right-of way work permit, Lessee may perform routine maintenance and repairs, or replace any part of the Small Wireless Facility on the Premises with a facility or component that is substantially similar or smaller in size, weight and height without further approval of Lessor. Any additions or material modifications not consistent with the foregoing shall require Lessor's approval.

10. **GOVERNMENTAL APPROVALS; PERMITS.** It is understood and agreed that Lessee's ability to use the Premises is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis that will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain the Governmental Approvals. Lessee shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that the

Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that the Premises is no longer technically compatible for its use; or (v) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in accordance with the notice provisions set forth in Paragraph 20 and shall be effective upon the mailing of that notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to the termination date shall be retained by Lessor; however, any rentals paid for periods after the termination date shall be refunded to Lessee within sixty (60) days of receipt of written request from Lessee. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor for the terminated Supplement.

11. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Lessee's negligence, misconduct, or Lessee's failure to perform its obligations under this Agreement, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessor. Lessee's indemnification obligation shall apply to Lessee's contractors, subcontractors, or anyone directly or indirectly employed or hired by Lessee, or anyone for whose acts Lessee may be liable. Lessor will provide Lessee with prompt, written notice of any written claim covered by this indemnification provision; provided that any failure of Lessor to provide any such notice, or to provide it promptly, shall not relieve Lessee from its indemnification obligations in respect of such claim, except to the extent Lessee can establish actual prejudice and direct damages as a result thereof. Lessor will cooperate with Lessee in connection with Lessee's defense of such claim. Lessee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Lessor and without an unconditional release of all claims by each claimant or plaintiff in favor of Lessor. The indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, Lessor shall indemnify, hold harmless and, at Lessee's sole option, defend Lessee, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, Lessees, invitees, agents, attorneys, employees, successors and assigns (together "Lessee Indemnitees") from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Lessee Indemnitees may incur, asserted by reason of the negligent installation, operation, use, repair, or removal of Lessor's Structures or breach of the terms of this Agreement by Lessor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessee.

12. INSURANCE.



A. Waiver of Subrogation. To the extent allowed by law, Lessee hereby waives and release any and all rights of action for negligence against Lessor which may hereafter arise on account of damage to Lessee's property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Lessee. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Lessee concerning its property shall waive the insurer's right of subrogation against Lessor.

B. General Liability. Lessee agrees that at its own cost and expense, it will maintain commercial general liability insurance per ISO CGL form 00 01 or equivalent with limits of \$2,000,000 per occurrence; \$4,000,000 annual aggregate, for bodily injury (including death) and for damage or destruction to property. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractual liability coverage. Lessee shall add the Lessor as an additional insured.

C. Automobile Liability. Lessee shall maintain commercial automobile liability Insurance, including owned, hired, and non-owned automobiles, with a combined single liability limit of \$2,000,000 per occurrence.

D. Workers' Compensation. Lessee agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Lessor shall also carry employers' liability insurance with limits as follows: \$500,000 for bodily injury by disease per employee; \$500,000 aggregate for bodily injury by disease; and \$500,000 for bodily injury by accident.

E. Additional Insurance Conditions.

- (i) Lessee shall deliver to Lessor a certificate of insurance as evidence that the above coverages are in full force and effect.
- (ii) Lessee's required policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to Lessor with respect to any claim arising under this Agreement.
- (iii) Lessee shall provide least thirty (30) days' advanced written notice to Lessor, or ten (10) days' written notice for non-payment of premium if any required policies are cancelled or not renewed and not replaced.
- (iv) Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance

Notwithstanding the foregoing, Lessee may self-insure the required insurance under the same terms and conditions as outlined in this Paragraph 12.

13. LIMITATION OF LIABILITY. Except for indemnification obligations pursuant to Paragraph 11, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, or to any customer or purchaser of such party, or to any other person for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, exemplary or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INTERFERENCE.

A. Lessee shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer showing that Lessee's intended use will not interfere with any current communication facilities which are located on or near a Wireless Support Structure. Lessee shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed and approved by Lessor. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, Lessor shall have the right to require Lessee to reduce power, and/or cease operations until such time Lessee can make repairs to the interfering equipment. In no event will Lessor be entitled to terminate a Supplement or relocate the Equipment as long as Lessee is making a good faith effort to remedy the interference issue.

B. Lessee will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. Lessee is allowed to install signage and other mitigation, such as a power cut-off switch on Wireless Support Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Lessor's authorized field personnel will contact Lessee's designated point of contact not less than twenty-four (24) hours in advance to inform Lessee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Lessee as soon as possible that power has been restored. The parties acknowledge that they understand the vital nature of Lessee's equipment and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.

C. Lessor will endeavor to prevent other attachers which emit RF on Lessor's Wireless Support Structures from (1) causing RF interference to RF signals of Lessee, (2) interfering with Lessee's use of the Wireless Support Structure, or (3) interfering with Lessee's



ability to comply with the terms and conditions of this Agreement. If Lessee reasonably determines that any of the foregoing are occurring, then Lessor will meet and confer with Lessee within five (5) days of Lessor receipt of notice of the interference from Lessee, and shall endeavor to correct any interference promptly and shall coordinate and cooperate with Lessee relating to the same.

D. Lessor will endeavor to promptly notify Lessee if a third party applies for access to a Wireless Support Structure which Lessee has attached facilities. Lessor will not grant after the date of this Agreement a permit, license or any other right to any third party if, prior to such grant, Lessee notifies the Lessor in writing that such third party's use may materially interfere with the Lessee's existing equipment, Lessee's use and operation of its facilities, or Lessee's ability to comply with the terms and conditions of this Agreement

15. REMOVAL. Lessee shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, or an abandonment of it facilities, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, at Lessee's sole cost and expense. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If the time for removal causes Lessee to remain on the Premises after termination of the Supplement, Lessee shall pay rent at the then-existing monthly rate, until such time as the removal of the equipment, fixtures and all personal property are completed. If Lessee fails to remove its facilities within the required time period, Lessor reserves the right to remove the facilities and charge Lessee for the full cost of the removal and storage charges.

16. QUIET ENJOYMENT AND REPRESENTATIONS. Lessor covenants that Lessee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the execution date of each Supplement, and covenants during the Term, that Lessor is has good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement.

17. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned.

18. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows or to any other address that the Party to be notified may have designated:

Lessor: City of Richfield  
Attention: Jeff Pearson  
6700 Portland Avenue South  
Richfield, Minnesota 55423

Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
575 Morosgo Drive NE  
Atlanta, GA 30324  
Re: Wireless Installation on Public Structures Richfield, MN (City,  
State)  
Fixed Asset #

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department, Network Operations  
Re: Wireless Installation on Public Structures Richfield, MN (City,  
State)  
Fixed Asset #  
208 S. Akard Street  
Dallas, TX 75202-4206

Contact Number for day to day operations:

Licensors: 612-861-9791  
Licensee: 1-800-638-2822

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter



continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor, and if the failure to perform that obligation interferes with Lessee's ability to conduct its business in the Premises; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion, but in no event more than fifteen (15) calendar days after receipt of written notice. Lessor and Lessee agree that a default under an individual Supplement does not constitute a default under this Agreement

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises: (i) terminate the Supplement upon fifteen (15) days' prior written notice to Lessor, (ii) place a temporary facility, if feasible, at a location equivalent to Lessee's current use of the Wireless Support Structure until such time as the Wireless Support Structure is fully restored to accommodate Lessee's Small Wireless Facility; or (iii) apply for a new Supplement for an alternate location equivalent to Lessee's current use of the Wireless Support Structure, and Lessor shall waive the application fee so long as such relocation was due to a casualty event not directly caused by Lessee. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired. Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof.

## 21. APPLICABLE LAWS.

A. "Laws" means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to the subject of this Agreement or Lessee's use that are in force during the term of this Agreement, as lawfully amended including, without limitation, Lessor's city Code. Lessee and Lessor shall comply with all applicable Laws. This Agreement does not limit any rights Lessee may have in accordance with Laws to install its own poles in the right of way or to attach Lessee's equipment to third - party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Laws.

B. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of equipment on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement (“New Law”), then either Party may, upon thirty (30) days’ written notice, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new equipment, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon such new terms within ninety (90) days after such notice, then either party may seek appropriate relief with the state regulatory commission if appropriate, or a court of competent jurisdiction, provided that the Agreement shall remain in effect on the same terms and conditions until determination of such relief.

C. Lessor and Lessee agrees to comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste; and warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities

22. GOVERNMENT DATA. The Parties acknowledge and agree that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.03. Lessee and Lessor agree to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

23. PROMPT BILLING. Any charges payable by Lessee under this Agreement other than permit fees and annual rental shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee.

#### 24. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement and any associated Supplement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. Captions. Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement.

C. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.



D. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

E. Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any person or entity not expressly a party to this Agreement.

F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The venue for all proceedings related to this Agreement shall be in the state and federal courts whose jurisdiction includes Hennepin County, Minnesota, without waiver of any right to removal.

G. Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or the waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

H. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that a Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

I. Further Assurances. From and after the execution of this Agreement, the parties shall fully cooperate with each other and perform any further act(s) and execute and delivers any further documents which may be necessary in order to carry out the purposes and intentions of this Agreement.

J. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

L. Interpretation. Pursuant to discussion between the parties, Lessor believes that certain procedural terms and requirements of Minnesota Statutes, Sections 237.162-.163 do not apply to Supplements under this Agreement whereas Lessee believes such procedural terms and requirements do apply to the Supplements. The parties agree that unless and until the applicability of Minnesota Statutes, Sections 237.162-.163 to the Supplements is clarified, the parties shall apply Lessor's interpretation; provided, however, nothing contained in this

Agreement shall limit Lessee's rights to challenge Lessor's interpretation and to advocate for application of Minnesota Statutes, Sections 237.162-.163 to the Supplements.

*Signature Page Follows*

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

**Lessor:**  
**City of Richfield**

By: Maria Regan Gonzalez

Name: Maria Regan Gonzalez  
Its: Mayor

Date: 02/11/2019

By: Elizabeth vanHoose

Name: Elizabeth vanHoose  
Its: City Clerk

Date: 02/11/2019

**Lessee:**

**NEW CINGULAR WIRELESS PCS, LLC,**  
**a Delaware Limited Liability Company**

**BY: AT&T Mobility Corporation, Its Manager**

[Signature]  
Name:

DIRECTOR - C&E  
Title:

01/07/2019  
Date

**EXHIBIT A**  
**COLLOCATION AGREEMENT SUPPLEMENT**

This Collocation Agreement Supplement (“Supplement”), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, (“Lessor” and \_\_\_\_\_, with its principal offices located \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, (“Lessee”).

1. **SMALL WIRELESS FACILITY COLLOCATION AGREEMENT.** This

Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, (the

“Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **PREMISES.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at \_\_\_\_\_, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. **TERM.** The Effective Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **CONSIDERATION.** Rent under this Supplement shall be \$175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement

Lessor [is/is not] providing electricity pursuant to Paragraph 7 of the Agreement, therefore [an/no] annual electrical service fee shall be added to the annual rent due under this Supplement.

5. **SITE SPECIFIC TERMS.**



*In this section, include any site-specific terms, including whether Lessee will be installing a replacement Wireless Support Structure.*



IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

**Lessor:**  
**City of Richfield**

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

Name: \_\_\_\_\_  
Its: Mayor

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

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

Name: \_\_\_\_\_  
Its: City Clerk

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

**Lessee:**

**NEW CINGULAR WIRELESS PCS, LLC,**  
**a Delaware Limited Liability Company**

**BY: AT&T Mobility Corporation, Its Manager**

\_\_\_\_\_

\_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Date

**EXHIBIT 1**

**Site Plan of Property**

**EXHIBIT 2**

**Equipment Space (if any), Antenna Space and Cabling Space  
e and Cabling Space**

Market: CRAN MNP  
Site Name: CRAN\_RUMW\_SDALE\_011  
PACE: MRUMW030813  
FA: 14826410  
USID: 215063

**EXHIBIT A  
COLLOCATION AGREEMENT SUPPLEMENT**

This Collocation Agreement Supplement (“Supplement”), is made this \_\_\_\_ day of \_\_\_\_\_, 2021 between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423 (“Lessor”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, with its principal offices located at 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, Georgia 30319 (“Lessee”).

1. **SMALL WIRELESS FACILITY COLLOCATION AGREEMENT.** This Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of Richfield and New Cingular Wireless PCS, LLC, dated February 11, 2019 (the “Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **PREMISES.** Lessor hereby leases to lessee certain spaces on and within Lessor’s Property located at 7644 Sheridan Ave S, Richfield, MN 55423, including the location of the Wireless Support Structure on the Property shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. **TERM.** The Effective Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **CONSIDERATION.** Rent under this Supplement shall be \$175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement.

If Lessor is providing electricity pursuant to Paragraph 7 of the Agreement, an annual electrical service fee shall be added to the annual rent due under this Supplement.

5. **SITE SPECIFIC TERMS.** . Lessee to install one (1) Light Pole to replace existing structure. Replacement pole will be located in the same hole with no additional ground disturbance as the original pole. Replacement pole is the same material, appearance and diameter as the original.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, have caused this Supplement to be approved on the date above.

**Lessor:**  
**City of Richfield,**  
**a Minnesota local government unit**

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

Name: \_\_\_\_\_

Its: Mayor

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

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

Name: \_\_\_\_\_

Its: City Manager

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

**Lessee:**  
**NEW CINGULAR WIRELESS PCS, LLC,**  
**a Delaware limited liability company**

**By: AT&T mobility Corporation, Its Manager**

  
\_\_\_\_\_

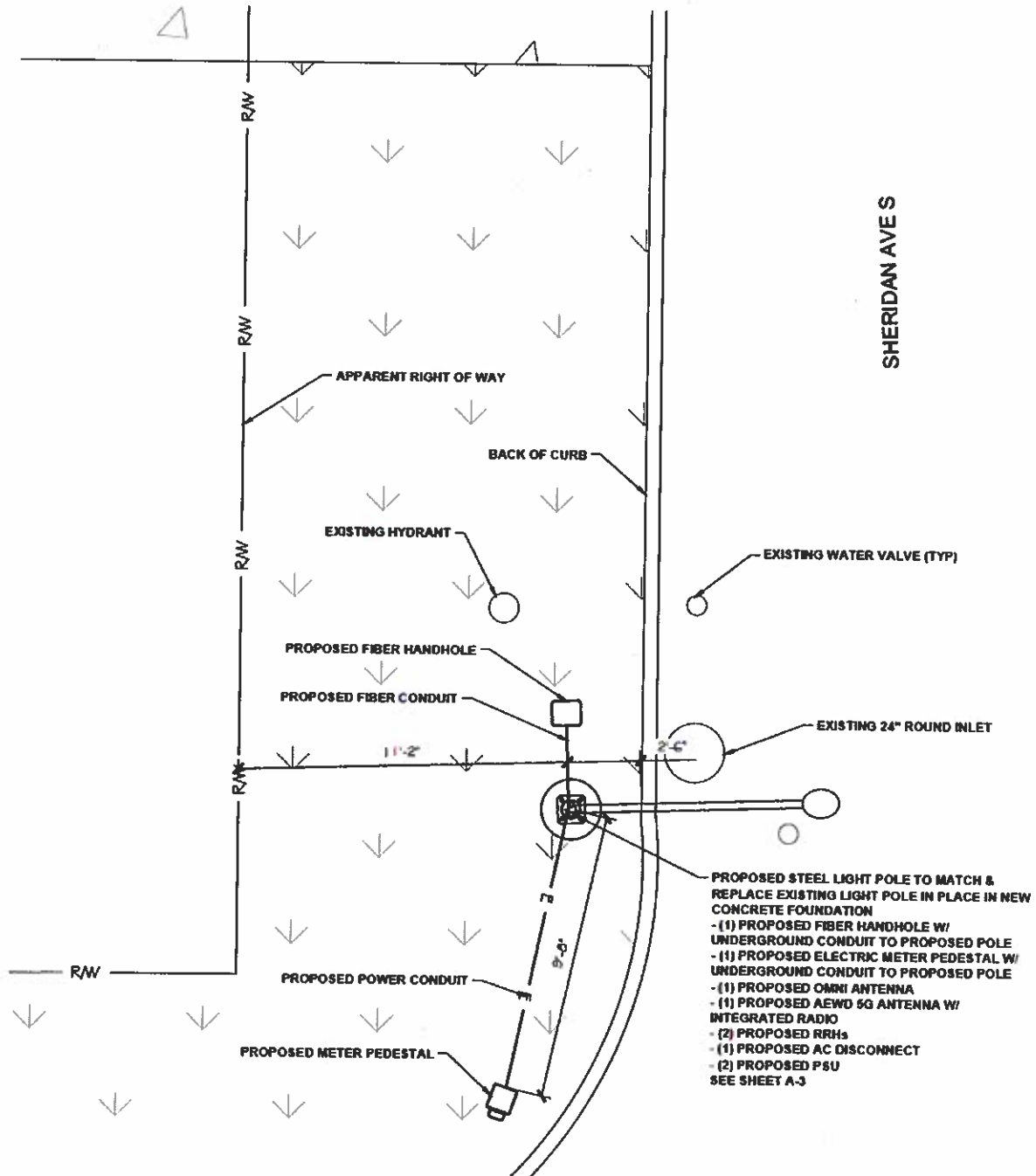
Name: Kristan Kesler

Title: Real Estate & Construction Manager

Date: 3/1/2021

# EXHIBIT 1

## Site Plan of Property



**EXHIBIT 2**

**Equipment Space (if any), Antenna Space and Cabling Space**

Construction drawings comprised of 13 pages, last revision date 2/23/2021, prepared by  
Ramaker & Associates

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**AT&T  
MOBILITY**

**PROJECT:** CRAN 1C/2C/3C/1R  
**FA #:** 14828410  
**PACE #:** MRUMW030813, MRUMW030759, MRUMW030787, MRUMW042846  
**PTN #:** 3511A0KBJK, 3511A0KFPD, 3511A0KD93, 3511A0VVRAN  
**USID #:** 216063  
**SCIP/CANDIDATE #:** D  
**CONFIGURATION:** PICO  
**SITE NAME:** CRAN\_RUMW\_SDALE\_011  
**SITE TYPE:** STEEL LIGHT POLE  
**SITE ADDRESS:** 7844 SHERIDAN AVE S  
RICHFIELD, MN 55423  
**JURISDICTION:** CITY OF RICHFIELD  
**STRUCTURE OWNER:** CITY OF RICHFIELD  
**CITY POLE ASSET #:** W87H

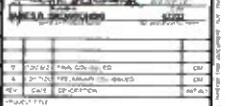


7800 HERKE AVE SUITE 300  
 BLOOMINGTON, MN 55431  
**SOC**  
 WIRELESS  
 540 W. MADISON ST.  
 5TH FLOOR  
 CHICAGO, IL 60681  
 WWW.SOCW.COM



**RAMAKER**

(800) 643-4100 www.ramaker.com



**CRAN 1C/2C/3C/1R**  
**MRUMW030813**  
**CRAN\_RUMW\_SDALE\_011**  
**216063**

7844 SHERIDAN AVE S  
 RICHFIELD, MN 55423

TITLE SHEET

SCALE: NONE  
49974

**PROJECT INFORMATION**

**PROJECT #:** CRAN\_1C/2C/3C/1R  
**CLIENT:** MRUMW030813, MRUMW030759, MRUMW030787, MRUMW042846  
**SCIP/CANDIDATE #:** D  
**SITE ADDRESS:** 7844 SHERIDAN AVE S  
RICHFIELD, MN 55423  
**CITY:** RICHFIELD, MN  
**OWNER:** CITY OF RICHFIELD  
**DATE:** 08/14/07  
**PROJECT #:** 70256703020  
**SCALE:** 1" = 400'

**SCOPE OF WORK**

THIS IS NOT AN ALL-INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE EFFECTIVE EQUIPMENT PARTS AND APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:  
 - REMOVE EXISTING LIGHT POLE & REPLACE WITH NEW LIGHT POLE TO MATCH EXISTING PER PLAN  
 - INSTALL NEW ELECTRIC SERVICE RUN FROM NEAR METER BANK TO NEW LIGHT POLE. WETTER SHALL SUPPLY & INSTALL BY OTHERS  
 - INSTALL NEW POLE SERVICE RUN FROM EXISTING SOURCE TO NEW LIGHT POLE LOCATION (BY OTHERS)  
 - INSTALL EQUIPMENT PER PLAN  
 - INSTALL (1) NEW 40MHz HT 1/2" x 1/2" x 1/2" ANTENNA  
 - INSTALL (1) NEW 40MHz ANTENNA AT INTEGRATED RADIO  
 - INSTALL (1) NEW DUAL BAND DIRECTIONAL PER (1) NEW DUAL BAND  
 - INSTALL (1) NEW ANTENNA/ANTENNA 1/2" x 1/2" x 1/2" NEW PER 1/2" x 1/2" x 1/2"  
 - INSTALL (BY OTHERS)  
 - INSTALL (BY OTHERS)

**DRAWING INDEX**

1.1	PERMITS
1.2	GENERAL NOTES
2.1	EXISTING SITE PLAN
2.2	PROPOSED SITE PLAN
2.3	PROPOSED LIGHT POLE LOCATION
3.1	EQUIPMENT DETAILS
4.1	ANTENNA DETAILS
5.1	GENERAL CONTRACT DETAILS
6.1	GROUNDING DETAIL
7.1	PERMITS
8.1	PERMITS
9.1	PERMITS
10.1	PERMITS
11.1	PERMITS
12.1	PERMITS
13.1	PERMITS
14.1	PERMITS
15.1	PERMITS
16.1	PERMITS
17.1	PERMITS
18.1	PERMITS

**PROJECT CONSULTANTS**

**AT&T CONSTRUCTION MANAGER:** JOE SEPARELLO  
 414 NICOLET WALL, CMC  
 MINNEAPOLIS, MN 55431  
 (612) 222-3121 F: (612) 222-3821  
 www.atandm.com  
**AT&T PROJECT MANAGER:** MARLA D. AMBOSTER  
 (612) 222-3121  
**CONSTRUCTION:** SAJ RAO  
 343 S. MADISON ST., 5TH FLOOR  
 CHICAGO, IL 60681  
**SAC PROJECT MANAGER:** MARISA M. JOHNSON  
 (612) 222-3121  
**SITE AT&T MANAGER:** LAURA GILLESPIE  
 (612) 222-3121  
**ACF PM:** RAMAKER ASSOCIATES  
 855 CONNORSVILLE BLVD  
 SAK, CO. IN, 46225  
 (765) 253-4100  
 JERRY DISETH - PROJECT MANAGER

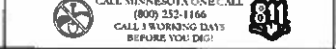
**LOCATION MAP**



**CODE COMPLIANCE**

• 2007 MN BUILDING CODE / 2014 IRC  
 • 2010 MN MECHANICAL & PLUMBING CODE / 2010 IPC  
 • MN ELECTRICAL CODE / 2017 NEC

**UNDERGROUND UTILITIES**



**DO NOT SCALE DRAWINGS**

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING CONDITIONS & CONDITIONS ON THE JOB SITE SHALL VERIFY ALL BY THE ARCHITECT OR ENGINEER. ALL WORK SHALL BE PERFORMED BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

RICHFIELD, MN 55423. PROJECT # 70256703020. PROJECT NAME: CRAN 1C/2C/3C/1R. CONTRACTOR: AT&T MOBILITY. DATE: 08/14/07. SCALE: 1" = 400'.



13353066A0743AC0107A MOUNTAIN VIEW, IL 60054 (08) - 2.00 (0) (0) 01/20/2011  
 Prepared by: [Name] Date: 01/20/2011  
 Checked by: [Name] Date: 01/20/2011

**SMALL CELL MAINTENANCE & EMERGENCY RESPONSE PLAN:**

AT&T HAS A STAFFED NETWORK OPERATIONS CENTER (NOC) THAT OPERATES 24/7. ALL ELECTRONICS INSTALLED WILL BE MONITORED REMOTELY BY THE NOC 24/7 FOR PERFORMANCE AND ALARMS. ALL ISSUES CAN BE REPORTED TO THE NOC. ANY ISSUE REPORTED WILL BE DISTRIBUTED TO THE RESPONSIBLE LOCAL TECHNICIAN(S). THE NOC IS ALSO RESPONSIBLE FOR ESCALATION AND FOLLOW-UP OF ALL ISSUES REPORTED TO ENSURE THEY ARE ADDRESSED IN A TIMELY FASHION. IF NEEDED THEY CAN BE UTILIZED TO ESCALATE AN ISSUE. THE AT&T NOC CAN BE REACHED AT (800) 958-3822 OPT 8 OPT 3. PLEASE HAVE THE MOBILE NUMBER OR THE LOCATION OF THE ISSUE WHEN CALLING.

AT&T FIELD OPERATIONS AND CONTRACTORS ARE TO RESPOND WITHIN ONE HOUR OF RECEIVING REPORT OF AN ISSUE. AT&T HAS SIX TITLE LOCAL TECHNICIANS AND CONTRACTORS TO VISITS AND EMERGENCIES ARE OUR TOP PRIORITY. DEPENDING ON CIRCUMSTANCES (WEATHER, TECHNICIAN AVAILABILITY AND OTHER OUTAGES) DUE TO A SERVICE, RESPONSE TIME CAN BE EXTENDED TO UP TO FOUR HOURS.

MAINTENANCE ON THE POLE ATTACHMENTS IS MINOR. VISUAL CHECKS OF THE EQUIPMENT WILL HAPPEN QUARTERLY WITH ANY MAINTENANCE TO THE ATTACHMENT BEING SCHEDULED ON AN AS NEEDED BASIS.

**SMALL CELL GRAFFITI MITIGATION PLAN:**

AT&T FIELD OPERATIONS WILL RESPOND PBR MAINTENANCE, OUTAGE AND RESPONSE PLAN TO ANY GRAFFITI TO ITS EQUIPMENT WITHIN 24 HOURS OF NOTIFICATION AND RECTIFY THE GRAFFITI WITHIN THE TIMEFRAME. REMOVAL OF THE GRAFFITI WILL BE THE FIRST COURSE OF ACTION. IF NOT REMOVABLE IT WILL BE PAINTED OVER TO MATCH THE ORIGINAL COLOR OF THE EQUIPMENT.

**ELECTRICAL & GROUNDING NOTES:**

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND ALL APPLICABLE CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL REINSTALL CONDUITS AS SUCH THAT ACCESS TO EQUIPMENT IS NOT ELUCIDED.
3. SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SECURING THE INSTALLATION OF GROUNDING AND UNDERGROUND CONDUIT AS TO PREVENT THE LOSS OF CONTINITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
4. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC (ADWELDS) CONNECTIONS WHEN APPROVED BY CONSTRUCTION MANAGER.
5. SERVICE TO METERS FEEDERIAL SHALL BE 150MMVAC, 200 AMP, SINGLE PHASE.
6. ALL GROUND CONNECTIONS BELOW GRADE SHALL BE EXOTHERMIC (ADWELDS).
7. ALL GROUND CONNECTIONS ABOVE GRADE SHALL BE FORGED USING TWO (2) HIGH PRESSURE CRIMPS.
8. ALL EXOTHERMIC CONNECTIONS TO THE GROUND RODS SHALL START AT THE TOP AND HAVE A VERTICAL SEPARATION OF 6" FOR EVERY ADDITIONAL CONNECTION.
9. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
10. ALL EXTERIOR GROUND CONNECTIONS SHALL BE 3/4" SOLID BARE TAPERED COPPER UNLESS INDICATED OTHERWISE.
11. CONNECTIONS TO THE GROUND RODS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND ROD ARE PERMITTED.
12. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONNECTIONS SHALL BE AVOIDED WHEN 90° BENDS CAN BE A DEQUATELY SUPPORTED.
13. MAXIMUM RESISTANCE OF THE COMPLETED GROUND SYSTEM SHALL NOT EXCEED 5 OHMS. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR FACILITY GROUNDING, USING FALL OF POTENTIAL METHOD.

**STANDARD CONDUIT NOTES:**

14. UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC ABOVE GROUND CONDUIT. ELBOWS AND RISERS SHALL BE SCHEDULE 80 PVC.
15. O.C. TO STUB SERVICE CONDUIT UNDERGROUND WITH 90° INTERFING ELBOW AND PULL STRING AND CAP CONDUIT. MARKER SHALL BE LEFT INDICATING WHERE STUBBED SERVICE CONDUIT BENDS FOR UTILITY COMPANY REFERENCE.
16. SPARE CONDUITS FROM FUTURE METERS SHALL TERMINATE BENEATH HOLE WITH PULL STRING. CONDUITS AND METERS SHALL BE LABELED CORRESPONDENTLY.
17. ALL CONDUIT WILL BE EQUIPPED WITH 3/4" PULL ROPE AND HAVE A TRACER WIRE. TRACER WIRE NEEDS TO BE LAD ABOVE QUINCE CONDUIT.



7800 HERZOG AVENUE S. 3RD FLOOR  
BLOOMINGTON, IL 61710



(608) 643-4100 www.ramaker.com



7644 SHERIDAN AVE 5  
RICHFIELD, MI 48423

NO.	DATE	DESCRIPTION	SCALE
0	1/20/11	ISSUE FOR PERMITS	AS NOTED
1	1/20/11	REVISION TO PERMITS	AS NOTED
2	1/20/11	ISSUE FOR PERMITS	AS NOTED

**CRAN 1C/2C/3C/1R**  
**MRUMW030813**  
**CRAN\_RUMW\_SDAL011**  
**216063**

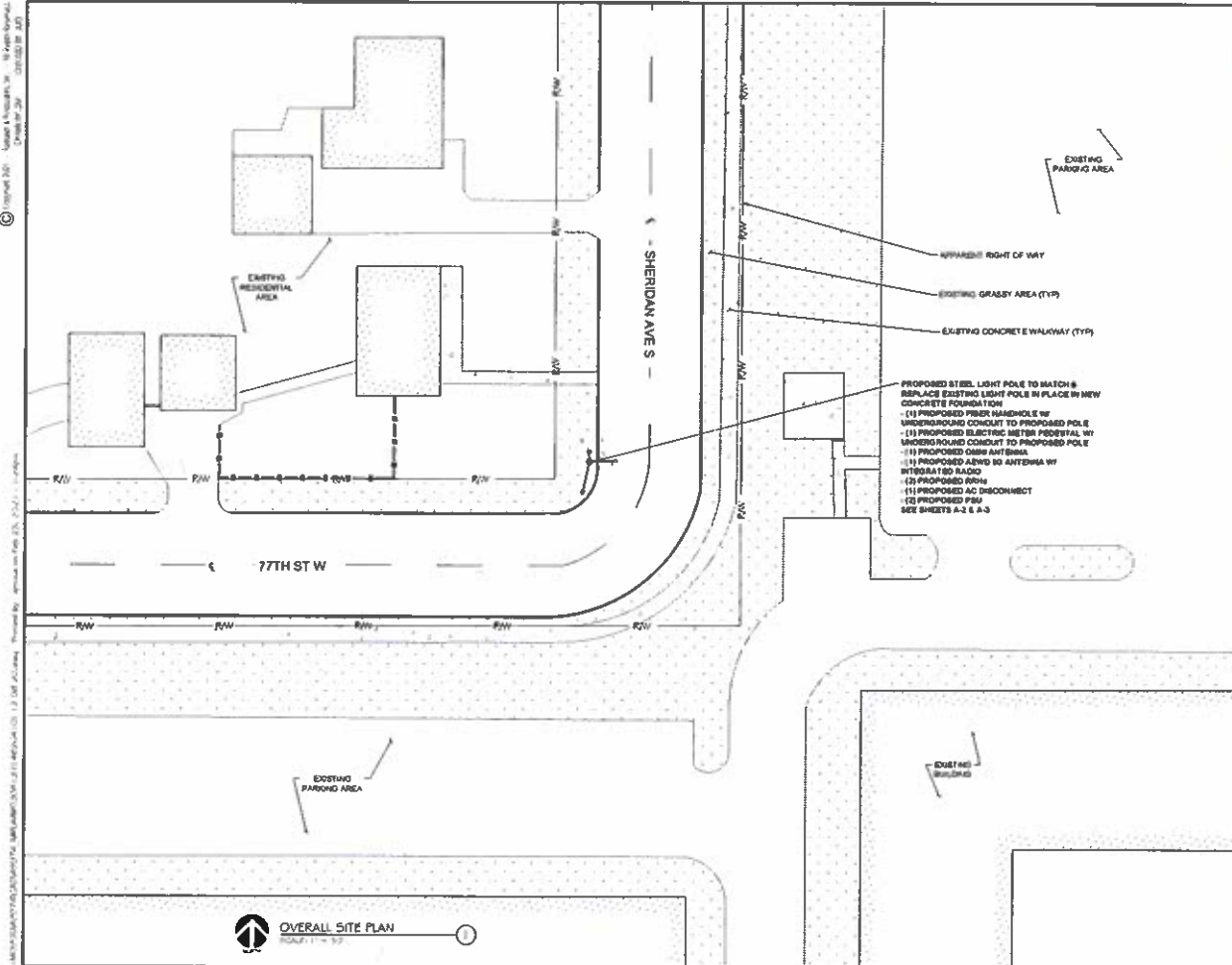
7644 SHERIDAN AVE 5  
RICHFIELD, MI 48423

**GENERAL NOTES**

SCALE:  
AS NOTED

DATE: 4/9/14

BY: GJI-J





700 AEREX AVENUE S, 3RD FLOOR  
BLOOMINGTON, MN 55431



340 W MADISON ST  
8TH FLOOR  
CHICAGO, IL 60601  
www.sbcwireless.com



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**JAMES R. GONSKY**  
REGISTERED PROFESSIONAL ENGINEER  
No. 42202  
STATE OF MINNESOTA

DATE	DESCRIPTION	BY	CHECKED

**CRAN 1C/2C/3C/1R**  
**MRUMW030813**  
**CRAN\_RUMW\_SDALE\_011**  
**216063**

7644 SHERIDAN AVE S  
RICHFIELD, MN 55423

OVERALL SITE PLAN



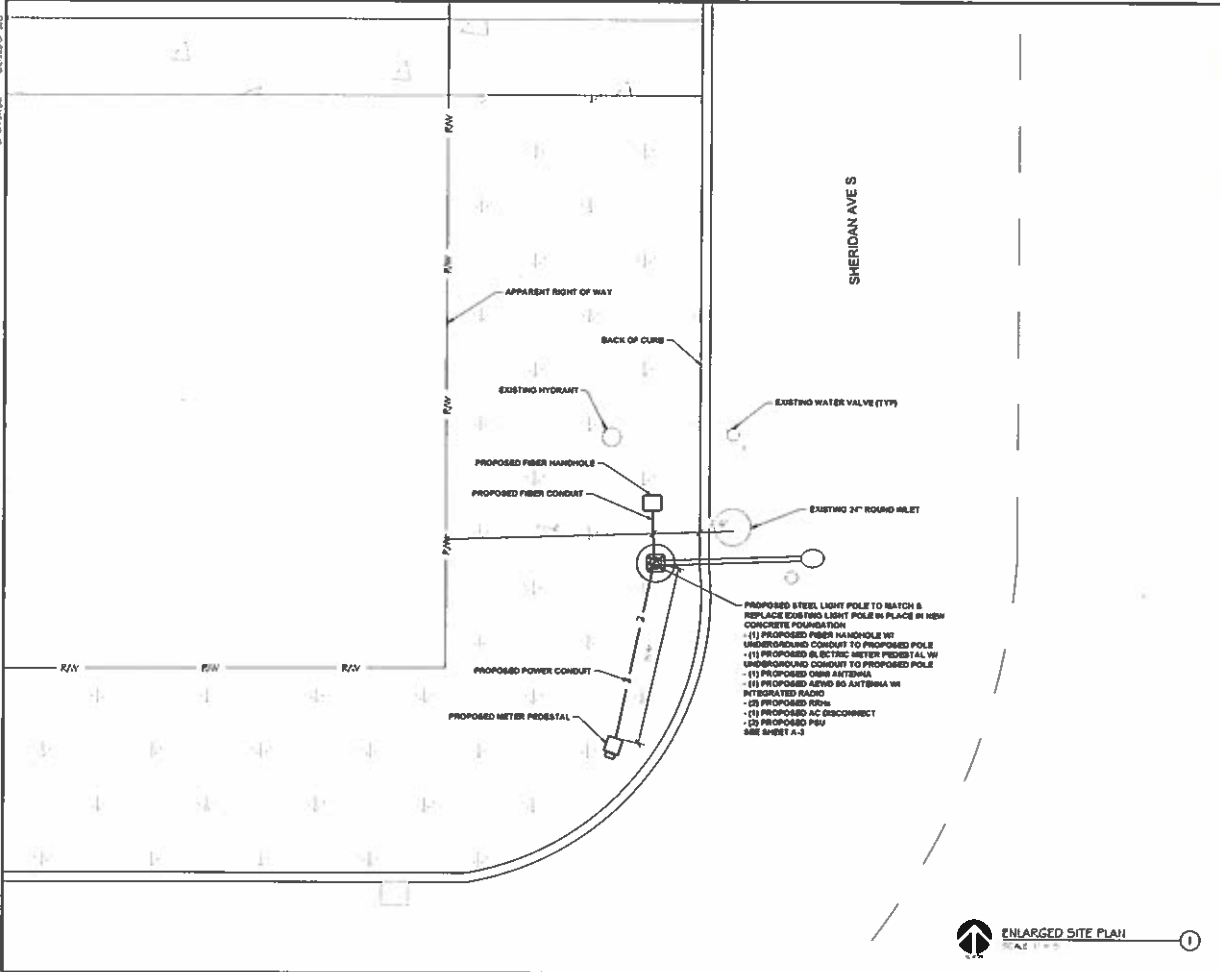
1" = 20'

DATE: 4/9/14

SCALE: A-1


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 Prepared by: [Name] Checked by: [Name] Drawn by: [Name]

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 2500 N. Lincoln Ave., Chicago, IL 60614



PROPOSED STEEL LIGHT POLE TO MATCH & REPLACE EXISTING LIGHT POLE IN PLACE ON NEW CONCRETE FOUNDATION  
 (1) PROPOSED FIBER HANDHOLE W/ UNDERGROUND CONDUIT TO PROPOSED POLE  
 (1) PROPOSED ELECTRIC METER PEDISTAL W/ UNDERGROUND CONDUIT TO PROPOSED POLE  
 (1) PROPOSED OMNI ANTENNA  
 (1) PROPOSED AERIAL 80 ANTENNA W/ INTEGRATED RADIO  
 (2) PROPOSED FIBER  
 (1) PROPOSED AC DISCONNECT  
 (2) PROPOSED PSU  
 SEE SHEET A-3

**ENLARGED SITE PLAN**  
 SCALE 1" = 10'



700 KEARNEY AVENUE S. 3RD FLOOR  
 BLOOMINGTON, MN 55431



510 W MADISON ST 8TH FLOOR  
 CHICAGO, IL 60661  
 www.sacwireless.com



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NO. 1	DATE	DESCRIPTION
2	2/28/12	FINAL CON. REVIEW
3	3/1/12	PERMITS
4	3/1/12	PERMITS
5	3/1/12	PERMITS

**CRAN 1C/2C/3C/1R**  
**MRUMW030813**  
**CRAN\_RUNMW\_SDALE\_011**  
**216063**

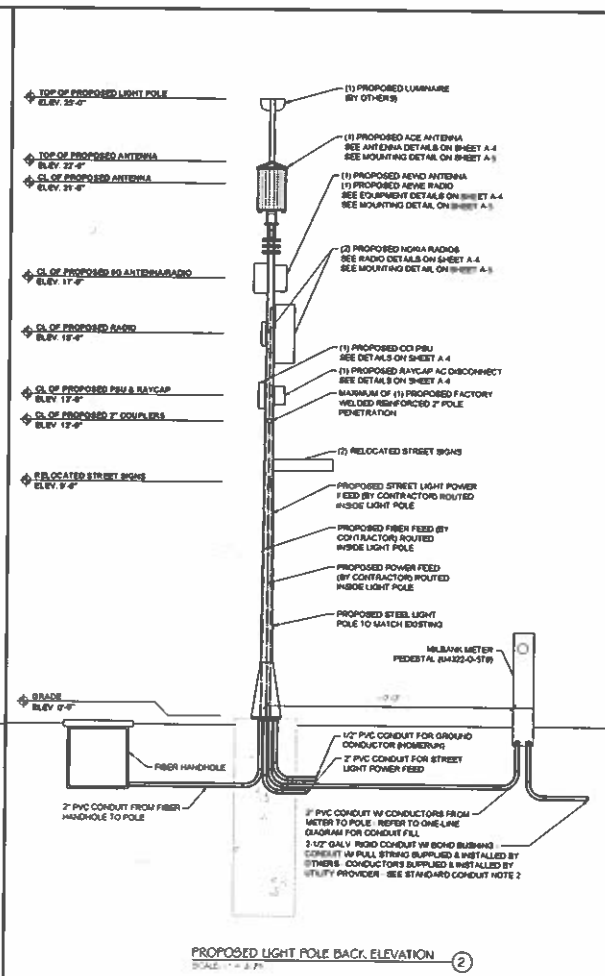
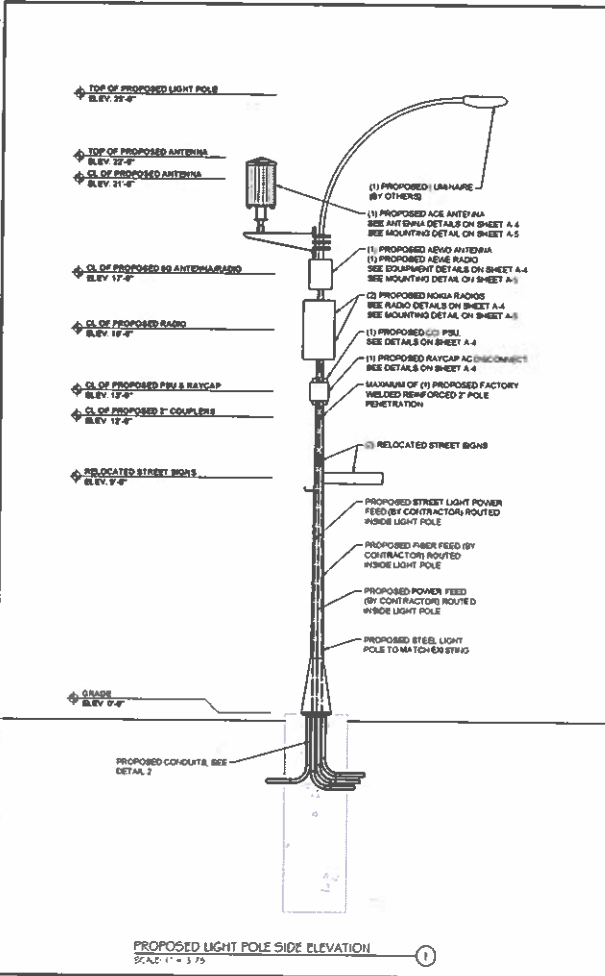
PROJECT LOCATION  
 7644 SHERIDAN AVE S  
 RICHFIELD, MN 55423

SHEET FILE  
**ENLARGED SITE PLAN**

SCALE	1" = 10'
DATE	4/9/12
NO.	A-2

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100% COMPLETE DRAWING FOR THE PROPOSED LIGHT POLE ELEVATIONS. THE DRAWING IS THE PROPERTY OF RAMAKER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF RAMAKER & ASSOCIATES, INC.



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www.sacwireless.com

**RAMAKER**  
REGISTERED PROFESSIONAL ENGINEER  
(608) 643-4100 www.ramaker.com

James R. Sheridan  
REGISTERED PROFESSIONAL ENGINEER  
No. 42202  
STATE OF MINNESOTA

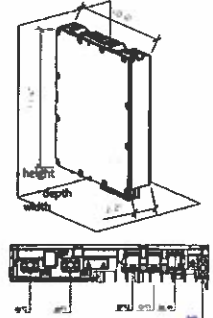
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PROJECT NAME	MRUMW030813
PROJECT LOCATION	CRAN_RUMW_SDALE_011
PROJECT ADDRESS	215063
PROJECT DESCRIPTION	PROPOSED LIGHT POLE ELEVATIONS
SCALE	AS NOTED
DATE	4/9/14
DRAWN BY	A_3

© Copyright 2011 Ramaker Associates, Inc. All rights reserved. CRAN\_RUMW\_SDALE\_011\_49974  
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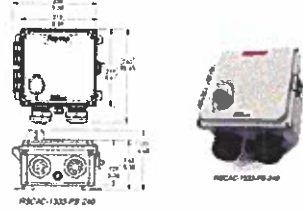
MANUFACTURER: NOKIA  
 MODEL: A-SCALE @ 14.8M HZ @ 2544 320W AMP 0  
 MECHANICAL SPECIFICATIONS  
 HEIGHT: 22.0" N.  
 WIDTH: 12.1" N.  
 DEPTH: 9.2" N.  
 WEIGHT: 64 LBS

RRU DETAIL  
SCALE: NTS ①



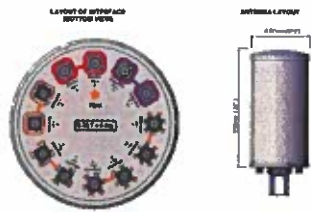
MANUFACTURER: NOKIA  
 MODEL: A-SCALE 320W RRU 016  
 WEIGHT: 12.0 LBS

RRU DETAIL  
SCALE: NTS ②



MANUFACTURER: RA-CAP  
 MODEL: 1000AC 1333P-240 A  
 WEIGHT: 2.25 LBS

AC DISCONNECT DETAIL  
SCALE: NTS ③



MANUFACTURER: ACE  
 MODEL: ASCM-2715D @ 2P-4S  
 WEIGHT: 35.3 LBS

ANTENNA DETAIL  
SCALE: NTS ④



MANUFACTURER: SSI  
 MODEL: P50-1200W 4P-4N  
 DIMENSIONS: 14.2" L x 2.0" W x 6.4" H  
 WEIGHT: 23.3 LBS

PSU DETAIL  
SCALE: NTS ⑤



MANUFACTURER: NOKIA  
 MODEL: AEW4  
 MECHANICAL SPECIFICATIONS  
 DIMENSIONS: 14.3" H x 11.7" W x 6.0" D  
 WEIGHT: 20.9 LBS  
 MANUFACTURER: NOKIA  
 MODEL: AEW6  
 MECHANICAL SPECIFICATIONS  
 DIMENSIONS: 12.0" H x 2.0" W x 6.7" D  
 WEIGHT: 11.0 LBS

NOKIA AEW4 & AEW6  
SCALE: NTS ⑥



PROJECT NO.	
DATE	
BY	
CHECKED	
APPROVED	
PROJECT FILE	
<b>CRAN 1C/2C/3C/1R</b> <b>MRUMW030813</b> <b>CRAN_RUMW_SDALE_011</b> <b>218063</b>	

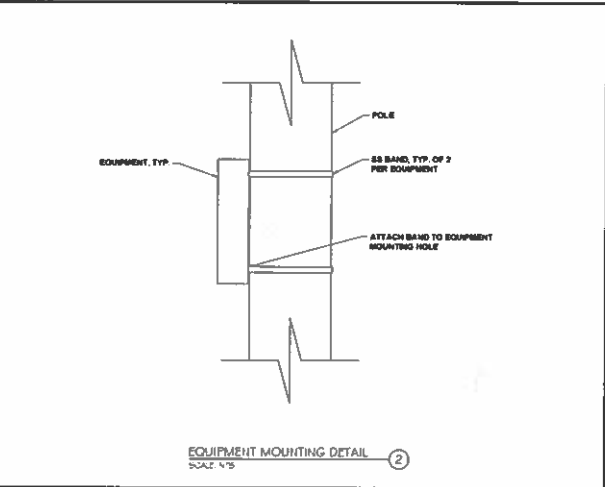
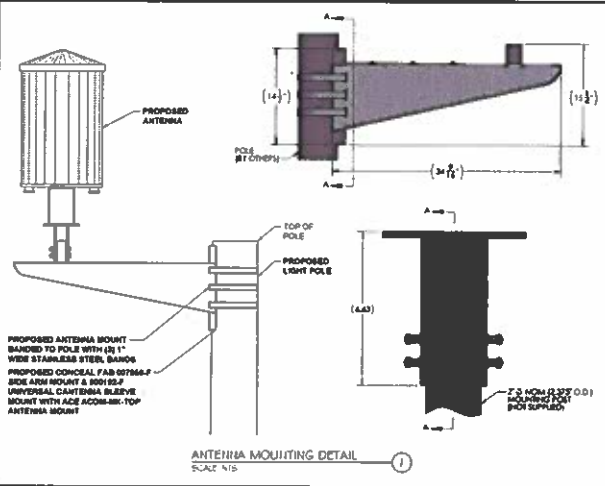
PROJECT INFORMATION  
 7644 SHERIDAN AVE S  
 RICHFIELD, MN 55423

EQUIPMENT DETAILS

SCALE: NONE

SHEET NO. 49974  
 OF 4

Copyright 2011, Ramaker Wireless, Inc. All rights reserved. Drawn by: [Name] Date: [Date]



**EXAMPLE CRAN RF CAUTION SIGN**

**CAUTION** ⚠

AT&T operates antennas at this structure. Above this point you are entering an area where radio frequency (RF) fields may exceed the FCC General Population Exposure limits. Follow safety guidelines for working in an RF environment. Keep **10** feet away from the fronts of antennas. Contact AT&T at 800-438-2822, ext. 9, 3 and follow their instructions prior to performing any maintenance or repairs above this point. Call Site User: **215063**

**EXAMPLE CRAN RF NOTICE SIGN**

**NOTICE** ⓘ

AT&T operates antennas at this structure. Above this point you are entering an area where radio frequency (RF) fields may exceed the FCC General Population Exposure limits. Follow safety guidelines for working in an RF environment. Keep **10** feet away from the fronts of antennas. Contact AT&T at 800-438-2822, ext. 9, 3 and follow their instructions prior to performing any maintenance or repairs above this point. This is AT&T Site UID: **215063**

**EXAMPLE CRAN POLE POWER DISCONNECT SIGN**

**DISCONNECT AC & DC POWER BOTH BEFORE WORKING ON POLE**

Contact AT&T at 800-438-2822, ext. 9, 3 and follow their instructions prior to performing any maintenance or repairs above this point. Call Site User: **215063**

**EXAMPLE STONEHOUSE RD899 RF NOTICE SIGN**

**NOTICE** ⓘ

RF energy emitted by this antenna may exceed the FCC's exposure limits for the general population. Stay at least **10** feet away from the antenna. Call AT&T at 800-438-2822, option 9 then 3, for help if you need access within 3 feet.

CRAN Pole Power Disconnect, RF Fields, and Caution signs must be ordered through Stonehouse Signs. These vehicles are available for each of the signs shown in Figures 16, 17, and 18. 2008 Requirements - Materials: 605 Aluminum - Rollable, and Post Back Letter - Rollable. All vehicles are PVP with flat backing to be made from 3/4 inch heavy duty aluminum flat letter to provide warning about exceeding the high RF exposure area. The RF Caution sign shown at Figure 16 is designed to be visible from 3 feet away and is available in the Rollable and Back-lit versions only. It is designed to fit on most of the CRAN Sign Cell towers upon correct delivery. It may also be printed on pressure sensitive to glass at Figures 11 and 12.

**SITE SIGNAGE DETAIL SCALE: NTS**

**at&t**

700 HERKES AVENUE, 3RD FLOOR  
BLOOMINGTON, MN 55431

**SOC WIRELESS**

340 W MADISON ST  
CHICAGO, IL 60601  
www.soc-wireless.com

**RAMAKER**

(808) 643-4100 www.ramaker.com

**REGISTERED PROFESSIONAL ENGINEER**  
No. 42202  
STATE OF ILLINOIS

NO.	DATE	DESCRIPTION	SCALE

**CRAN 1G/2C/3C/1R**  
**MRUMW030813**  
**CRAN\_RUMW\_SDALE\_011**  
**215063**

7644 SHERIDAN AVE S  
RICHFIELD, MN 55423

**MOUNTING DETAILS**

SCALE: NONE

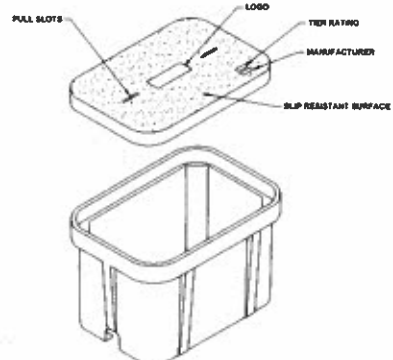
DATE: 49974

REV: A-5





Copyright © 2011, Sprint Nextel, Inc. All rights reserved. 04/10/11 11:00 AM



- NOTES:**
1. CONTRACTOR SHALL SUPPLY & INSTALL UL LISTED, TIER 22 RATED, 24"x36" PG STYLE BASKETED POLYMER CONCRETE HANDHOLE COVER (QUARTZ FIBER/FRIB OR APPROVED EQUAL) W/ UL LISTED, TIER 22 36"x24" PG STYLE POLYMER CONCRETE COVER (QUARTZ FIBER/FRIB OR APPROVED EQUAL). COVER SHALL BEAR THE LOGO, "TIER" AND TIER RATING.
  2. PULL BOX SHALL BEAR ON A MIN. 4" COMPACTED CLEAN GRAVEL BASE.
  3. CONDUITS STUBBED UP INSIDE BOTTOM OF HANDHOLE SHALL EXTEND A MINIMUM OF 4" ABOVE GRAVEL BASE.
- FIBER HAND HOLE DETAIL**  
SCALE: N/A



**FIBER MMP**  
SCALE: N/A

700 KEEVES AVENUE S., 8TH FLOOR  
BLOOMINGTON, MN 55431

340 W. MADISON ST  
8TH FLOOR  
CHICAGO, IL 60601  
www.sbc.com

(800) 663-1100 www.ramaker.com

**Contractor's Seal**  
I hereby certify that the plans, specifications, or reports are prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

NO.	DATE	DESCRIPTION	BY

PROJECT TITLE  
**CRAN 1C/2C/3C/1R**  
**MRUMW030813**  
**CRAN\_RUMW\_SDALE\_011**  
**216063**

SHEET NO. 000000  
7644 SHERIDAN AVE S  
RICHFIELD, MN 55423

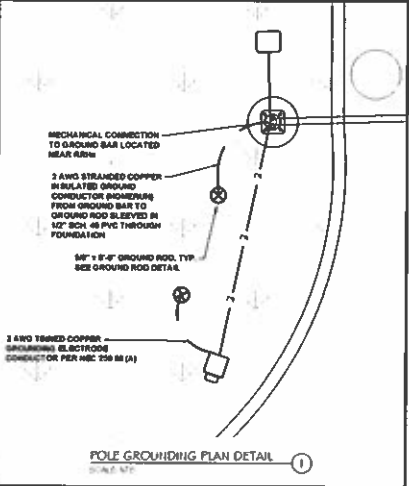
DATE: 08/11/11  
**UTILITY DETAILS**

SCALE: NONE

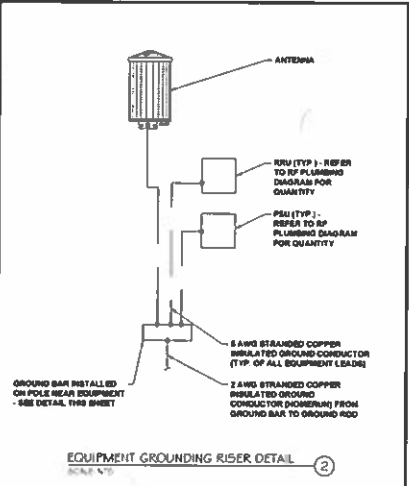
NO. 49974  
REV. E 2



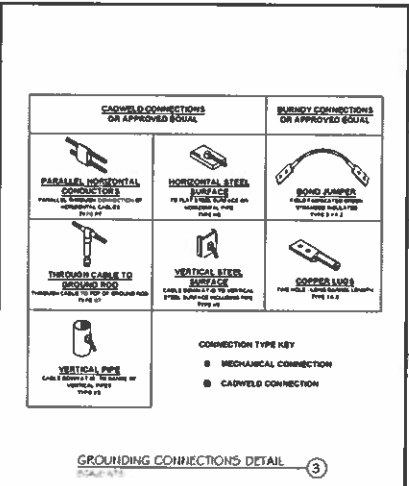
Copyright 2011, Ramaker Wireless, Inc. All Rights Reserved. CRAN1C/2C/3C/1R  
 MRUMW030813  
 7644 SHERIDAN AVE S RICHFIELD, MN 55423  
 651-499-7400  
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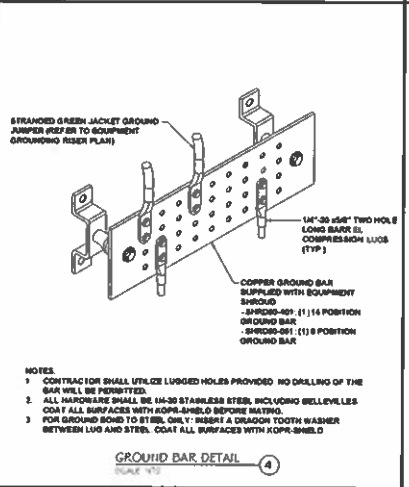
POLE GROUNDING PLAN DETAIL  
SCALE: NTD



EQUIPMENT GROUNDING RISER DETAIL  
SCALE: NTD

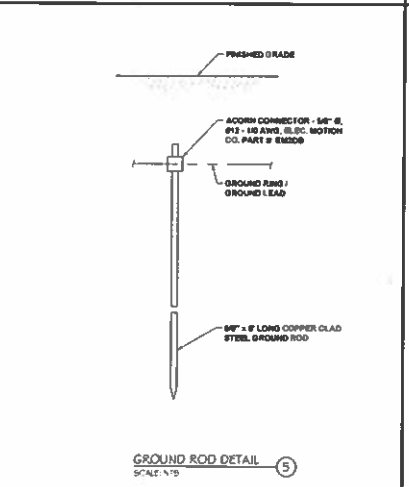


GROUNDING CONNECTIONS DETAIL  
SCALE: NTD



GROUND BAR DETAIL  
SCALE: NTD

- NOTES:
1. CONTRACTOR SHALL UTILIZE LUGGED HOLES PROVIDED. NO DRILLING OF THE BAR WILL BE PERMITTED.
  2. ALL HARDWARE SHALL BE 316-30 STAINLESS STEEL, INCLUDING BELLEVEUES. COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MOUNTING.
  3. FOR GROUND BOND TO STEEL, ONLY: INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH KOPR-SHIELD.



GROUND ROD DETAIL  
SCALE: NTD



7600 KEARSE AVENUE S, 3RD FLOOR  
BLOOMINGTON, MN 55431



340 W. MADISON ST  
25TH FLOOR  
CHICAGO, IL 60661  
www.socwireless.com

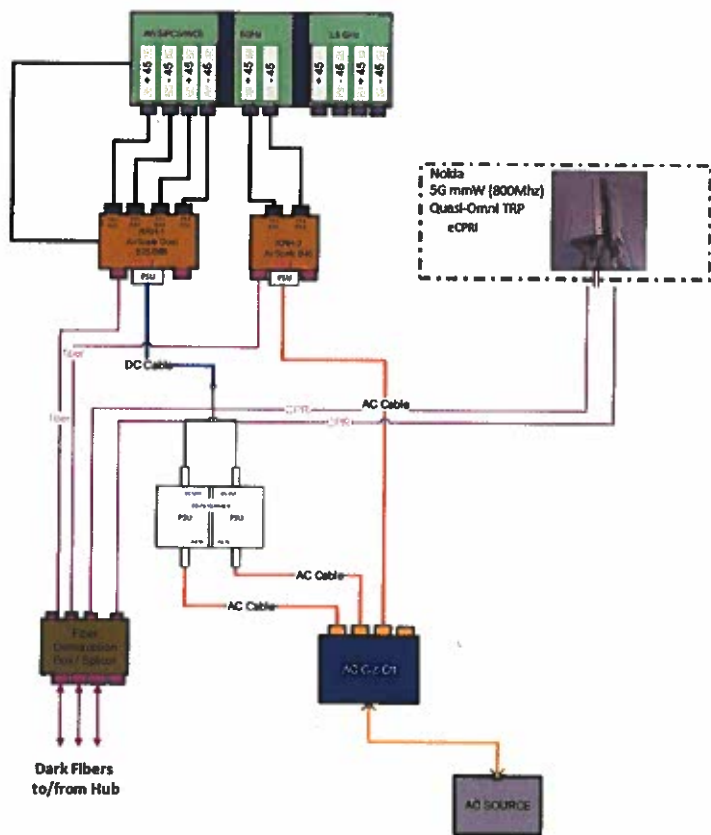


(608) 643-4100 www.ramaker.com



REVISIONS NO. DATE BY DESCRIPTION	
<b>CRAN 1C/2C/3C/1R</b> <b>MRUMW030813</b> <b>CRAN_RUMW_SDALE_011</b> <b>216063</b>	
7644 SHERIDAN AVE S RICHFIELD, MN 55423	
GROUNDING DETAILS	
SCALE: NONE	
TBL# 49974	F-3

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 Project: 7644 SHERIDAN AVE S, RICHFIELD, MN 55423  
 Scale: NONE  
 Project No: CRAN\_1C/2C/3C/1R MRUMW030813  
 Drawing No: CRAN\_RUMW\_SDALE\_011 215063



RF PLUMBING DIAGRAM  
 SCALE: NONE



7700 KERRICK AVENUE S, 3RD FLOOR  
 BLOOMINGTON, MN 55431



REGISTERED PROFESSIONAL ENGINEER  
 No. 47202



PROJECT NO.	CRAN 1C/2C/3C/1R
PROJECT NAME	MRUMW030813
PROJECT ADDRESS	CRAN_RUMW_SDALE_011
PROJECT CITY	215063

7644 SHERIDAN AVE S  
 RICHFIELD, MN 55423

RF PLUMBING DIAGRAM

SCALE: NONE

DATE: 01/15/14  
 DRAWN: RF-1

# SDI (DAVIT) CARBON STEEL

## ANCHOR BOLTS

Anchor bolts conform to ASTM F1554 Grade-55 standards. Bolts have an "L" head at one end and a minimum of 12" galvanized threads on the other end. Two galvanized flat washers per ASTM F436 and two galvanized hexagonal nuts per ASTM A563 Grade D4 are provided with each bolt.

## ANCHOR BASE

The base plate is fabricated from ASTM A36 carbon steel. The base is fabricated with slotted bolt holes to allow for a +/- 0.5" variance in fitted nominal bolt circle size. The base plate telescopes the pole shaft and is circumferentially welded top and bottom.

## HIGH BASE

Each pole assembly is fashioned with a Milernard Manufacturing Company High Base. The base is fabricated from the same material as the pole shaft and stands 27 inches tall. The pole shaft is slip fitted and welded to the base.

## DIRECT EMBEDDED BASE

Each pole assembly is fashioned with a direct embedded base. The base extends below the ground line and is fitted with a 1 inch coupling located 2" below the ground line for wire entrance. The direct embedded base is fashioned with an anti-rotation bearing stop on the bottom of the base.

## SHAFT

The pole shaft conforms to ASTM A1011 Grade 50 carbon steel standards.

## HANDHOLE

A reinforced handhole with cover, grounding lug, and hardware is provided with each pole assembly. Pole assemblies fabricated with a High-Base are provided with a flush mounted handhole with cover, grounding lug, and hardware.

## ARMS

Single arm SDI poles are fabricated of a single piece construction with an integral curved arm and a minimum of a one foot horizontal on the tangent of the curve. A two piece arm and arm construction is used when both arms are specified. Arms are fitted with a 2.38" diameter pipe adapter with 3 degrees nominal rise from the roadway. SDI style arm measures 3, 6, 8, 9, or 12 feet in length from the center of the pole shaft.

## FINISHING

Carbon steel poles may be specified as hot-dip galvanized per ASTM A123 and/or finish painted with our standard Milbond Hot Dull Finish.

## HARDWARE

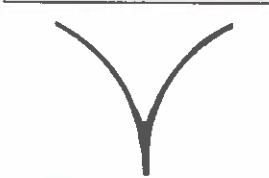
All hardware and fasteners are supplied with each pole assembly. All structural fasteners are galvanized high strength carbon steel.

7 Gauge Option:  
Octagonal Pole, with  
H-Base Davit arm as you spec.

3', 6', 8', 9', or 12' Arm

Radius

### TWIN ARM ARRANGEMENT



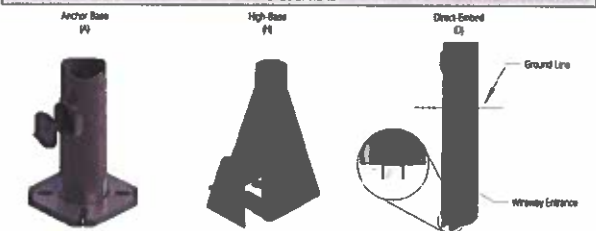
### CROSS SECTION OPTIONS



### ARM END DETAIL



### BASE OPTIONS



Mounting Height

## ANCHOR BASE

PART #	MOUNTING HEIGHT (FT)	MAX ARM LENGTH (FT)	WEIGHT (LBS)	BASE O.D. (IN)	TOP O.D. (IN)	BOLT CIRCLE +/- 0.5 (IN)	BASE SQUARE (IN)	MAX EPA 90 MPH	MAX EPA 100 MPH	MAX EPA 110 MPH	MAX EPA 120 MPH	MAX EPA 130 MPH	MAX EPA 140 MPH	MAX EPA 150 MPH
SDI-121-A-080-A-250	25	12	184	8.8	4	9.5	8.5	12.44	12.44	16.8	8.4	6.47	4.9	3.81
SDI-121-A-075-A-300	30	12	233	7.6	4	10	10	10.67	16.87	8.85	7.49	5.61	4.08	2.83
SDI-121-A-084-A-250	35	12	289	8.4	4	11	11	9.83	9.83	8.88	6.75	4.92	3.41	2.58
SDI-121-A-090-A-400	40	12	400	9.1	4	13	13	9.31	9.31	8.41	6.11	4.28	2.78	1.94
SDI-121-A-100-A-500	50	12	488	10	4	13.5	13.5	4.21	4.21	4.21	3.81	3.5	1.44	0.98

## DIRECT EMBEDDED BASE

PART #	MOUNTING HEIGHT (FT)	MAX ARM LENGTH (FT)	WEIGHT (LBS)	BASE O.D. (IN)	TOP O.D. (IN)	BURIAL DEPTH (FT)	MAX EPA 90 MPH	MAX EPA 100 MPH	MAX EPA 110 MPH	MAX EPA 120 MPH	MAX EPA 130 MPH	MAX EPA 140 MPH	MAX EPA 150 MPH
SDI-121-D-080-A-250	25	12	188	8.9	4	9	12.44	12.44	16.8	8.4	6.47	4.9	3.81
SDI-121-D-075-A-300	30	12	236	7.8	4	8	10.67	10.67	16.87	8.85	7.49	5.61	4.08
SDI-121-D-084-A-250	35	12	295	8.4	4	8	9.83	9.83	8.88	6.75	4.92	3.41	2.58
SDI-121-D-090-A-400	40	12	340	9.1	4	7	9.31	9.31	8.41	6.11	4.28	2.78	1.94
SDI-121-D-100-A-500	50	12	467	10	4	8	4.21	4.21	4.21	3.81	3.5	1.44	0.98

## HIGH-BASE

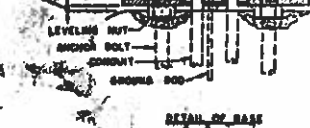
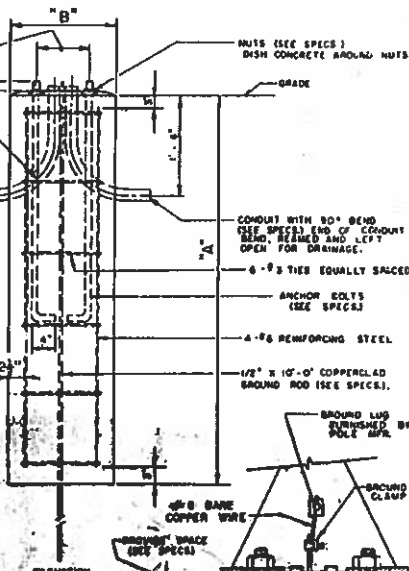
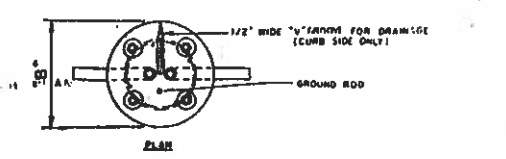
PART #	MOUNTING HEIGHT (FT)	MAX ARM LENGTH (FT)	WEIGHT (LBS)	BASE O.D. (IN)	TOP O.D. (IN)	BOLT CIRCLE (IN)	BASE SQUARE (IN)	MAX EPA 90 MPH	MAX EPA 100 MPH	MAX EPA 110 MPH	MAX EPA 120 MPH	MAX EPA 130 MPH	MAX EPA 140 MPH	MAX EPA 150 MPH
SDI-121-H-080-A-250	25	12	222	7	4	15	15	14.86	11.84	8.45	6.34	4.46	3.02	1.83
SDI-121-H-080-A-300	30	12	284	6.6	4	15	15	15.58	13.86	10.44	7.88	5.45	3.85	2.18
SDI-121-H-080-A-350	35	12	349	6.8	4	15	15	14.81	13.57	8.82	6.88	4.93	3.54	1.99
SDI-121-H-080-A-400	40	12	393	6.8	4	15	15	11.69	9.16	5.89	3.23	1.3		
SDI-121-H-100-A-500	50	12	451	10.8	4	15	15	6.32	6.44	3.82	1.81			

1. Maximum base above ground are available. Contact factory for allowable weight and EPA ratings for custom sizes.
2. Details are for single arm configurations only. Contact factory for allowable weight and EPA ratings on twin arm configurations.
3. Channel weights include the base, pole shaft, and hardware mounting arm.
4. The "Base O.D." measurement for direct-embedded structures is taken at the ground line.

NOTE: If you want the Mounting height say 27 feet, we can work with that. This pole would have the same radius as the SS.

Design	Arm Span	Base Style	Base Diameter	Web Thickness	Mounting Height	Cross-Section	Finish	Options
	3' - 12'	A - Anchor H - High D - Direct Embed	Base diameter is standard with one decimal place to identify diameter in inches (e.g. 084 = 8.4")	A = 11.68" B = 7.64" C = 5.17" D = 1.41"	Mounting height is identified with one decimal place to identify height in feet. (e.g. 250=25.0)	7 = Round 8 = 10-Sided 9 = 10-Sided	GV - Hot Dip Galvanized EP - Electrocoat CP - Paint Over Galvanized	Insert Part Number for options, approved by...

STREET & AREA LIGHTING



**GENERAL NOTES**

1. DESIGN BASED ON:
  - (A) FUTURE WINDS 100 LBS. & 7'-0" x 1'-6" IN SIZE.
  - (B) GROUND LINE MOMENT OF: 9500 FT. LBS.-25 FT. POLE
  - (C) ASSUMED SOIL BEARINGS OF 2500 PSF.
2. CONCRETE - AIR-ENTRAINED WITH COMPRESSIVE STRENGTH OF 3750 PSI.
3. REINFORCING STEEL-DEFORMED TYPE ASTM "A602" NEW BILLET STOCK ASTM "A13" INTERMEDIATE GRADE.
4. ALL PLACES AROUND FOOTING SHALL BE CONCRETED IN LAYERS 6" THICK OR LESS.
5. TOP 6" OF FOOTING SHALL BE FINISHED.

MINOR DIAMETER OF POLE INCH	"A"	DIAMETER OF POLE INCH	"B"
2 1/2	0	6	6
		1	8

STREET LIGHTING FOUNDATION,  
ROUND FOOTING, FOR H BASE UNIT



**STAFF REPORT NO. 92**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Receipt of the City of Richfield Annual Financial Report for the fiscal year ended December 31, 2020.**

**EXECUTIVE SUMMARY:**

As required by state law all general purpose local governments must be audited in accordance with U.S. generally accepted auditing standards by a firm of licensed certified public accountants.

In addition, state law also requires that local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformance with U.S. generally accepted accounting standards.

Accordingly, the City's auditing firm, BerganKDV, Ltd. has completed the annual audit of the City's financial records and has issued an unqualified opinion on those records for the fiscal year ended December 31, 2020.

The financial statements will be published locally and submitted to the State of Minnesota and the Government Finance Officers Association.

Therefore, staff presents to the City Council, the Annual Financial Report for fiscal year ended December 31, 2020.

**RECOMMENDED ACTION:**

**By Motion: Accept the Annual Financial Report of the City for the year ended December 31, 2020.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

The City's auditing firm, BerganKDV, Ltd. has completed the annual audit of the City's financial records for the fiscal year ended December 31, 2020.

As part of the audit, BerganKDV, LTD. has issued an unqualified opinion on the City's financial statements for the year ending December 31, 2020.

A representative of BerganKDV, LTD. will be present at the tonight's Council meeting to make a brief presentation on the 2020 financial information and answer questions.

In addition, the Annual Report will be submitted to the State of Minnesota pursuant to State law and to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting program.

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

Action to be taken at the June 8, 2021 City Council meeting is the official receipt of the December 31, 2020 City of Richfield Annual Financial Report by the City Council.

The City's auditor has performed an audit of the City's financial records for the year ended December 31, 2020 and prepared reports to the City Council concerning legal compliance and internal controls.

**C. CRITICAL TIMING ISSUES:**

Action on this item is requested at the June 8, 2021 City Council meeting as there is a June 30, 2021 reporting deadline with the State of Minnesota.

**D. FINANCIAL IMPACT:**

N/A.

**E. LEGAL CONSIDERATION:**

The Annual Report will be submitted to the State of Minnesota, pursuant to State law.

The Annual Report will be published in the Sun Current the week of June 14, 2021.

**ALTERNATIVE RECOMMENDATION(S):**

None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Representative from BerganKDV





**STAFF REPORT NO. 94**  
**CITY COUNCIL MEETING**  
**6/8/2021**

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

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
6/1/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**First reading of an ordinance establishing regulations for a new Veterans Park Area Overlay District and rezoning properties within the Veterans Park Area to be subject to said regulations.**

**EXECUTIVE SUMMARY:**

On December 8, 2020, the City Council adopted a seven-month moratorium on land use applications for many properties in the area surrounding Veterans Memorial Park (Veterans Park). The moratorium provided time to conduct a planning study and evaluate whether or not current zoning regulations were consistent with the 2040 Comprehensive Plan and would effectively guide development in this unique area.

After six months of outreach and research, staff is recommending that the Council approve the Veterans Park Area Study (Study) and adopt the attached ordinance creating the Veterans Park Area (VPA) Overlay Zoning District. Together the Study and VPA Overlay District will guide future development and ensure that private and public investments in the area work together for mutual benefit. Tonight the Council is asked only to approve a first reading of the attached ordinance. Based on feedback from tonight, the attached Study document and ordinance will be finalized and brought to the Council for final adoption on June 22.

The attached Study documents the engagement process undertaken, the existing policy analysis, and then describes the Development Principles and VPA Overlay District regulations recommended for adoption.

**Development Principles**

The proposed Development Principles are intended to help express the community's expectations for development in the area of Veterans Park and were developed using community input and direction from City staff and elected leaders. Development Principles are fully articulated on Page 8 of the attached Study and summarized here:

- **Personal Connections:** Support projects that will help residents to personally connect to the Park.
- **Park & Neighborhood Connectivity:** Increase connectivity by improving vehicle,

pedestrian, and bicycle facilities.

- **Diversify Housing Options:** Use redevelopment to expand the mix of housing in the area.
- **Convenient Commercial:** Encourage a mix of community and small neighborhood commercial uses in proximity to residential areas and the Park.
- **Sustainable Development:** Use sustainable design practices and new technology to ensure a healthy, sustainable, vibrant neighborhood that contributes to the Park environment.
- **Building Transition:** Require site and architectural design that provides appropriate transitions between uses.
- **Building Heights:** Locate the tallest portions of buildings away from adjacent low density residences and Park open space.
- **Building Massing:** Locate and design buildings to preserve views to/from Park open areas and minimize shadowing.
- **Quantity of Parking:** Minimize parking needs by leveraging location along multimodal corridors.

### **Veterans Park Area (VPA) Overlay District Regulations**

In order to achieve these Development Principles, the creation of a VPA Overlay District is recommended. The Overlay District regulations will modify the underlying or base zoning regulations to specifically adapt to this unique area. The regulations of the underlying district will apply unless specifically modified by the Overlay District. Full regulations are available in the attached ordinance; primary changes include:

- Allowing some mixing of residential and commercial uses within single buildings.
- Allowing multiple buildings on exceptionally large parcels (greater than two acres).
- Requiring a variety of housing types in larger developments.
- Reducing front yard setbacks along major thoroughfares and specifically requiring greenspace and landscaping of rear and side setback areas that are adjacent to Veterans Park.
- Requiring pedestrian connections along site perimeters in order to provide connections between public streets and public amenities.
- Generally maintains height allowances as permitted in underlying districts; allowing for modest increase (5 feet) to accommodate potential ground floor commercial in the High Density Residential (MR-3) District, but adding step back requirements for frontages along public streets and public land.
- Requires tree preservation and a shadow study as part of all development applications adjacent to Veterans Park.

While the proposed Zoning Overlay District will apply to future development, it does not require any changes to existing parcels. If and when property owners in the area decide to sell to a developer or redevelop their land on their own, the new regulations would apply.

A public hearing was held at the May 24 Planning Commission meeting. Draft minutes and written comments are attached to this report. While the discussion of this item and the overall zoning changes lasted several hours, the discussion largely consisted of overall parking requirements among commissioners. Six members of the public called in to provide testimony at the public hearing. Testimony included concerns about increased density, disrupted views of Veterans Park, the allowable height of a building on the American Legion site, traffic, the possibility of a future connecting road on the west side of the pool, and setbacks. Similar comments were provided in the attached written comments. The Planning Commission recommended approval of the attached Study and ordinance with amendments detailed in the Policy Section of this report.

### **RECOMMENDED ACTION:**

**By motion: Conduct a first reading of an ordinance establishing regulations for a new Veterans Park Area Overlay District and rezoning properties to be subject to said Overlay District regulations.**

### **BASIS OF RECOMMENDATION:**

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

- Veterans Park is an important community asset, providing year-round recreational opportunities for Richfield residents and visitors. The 108-acre park includes important facilities (ice arena, pool, mini-golf, band shell), as well as as natural space, and the Veteran's Memorial.
- The City's Comprehensive Plan guides land uses along the edge of the Park, along Portland Avenue and 66th Street, as a mix of low to high density residential and community commercial, but provides no specific guidance for how these parcels relate to the Park itself.
- Planned land use designations in Veterans Park area have changed only slightly over the past 25 years, modestly expanding and contracting the commercial areas at the 66th & Portland interchange and varying residential densities along both streets. The Legion site has been guided for higher density housing since 1997.
- The City most recently studied the 66th Street portion of the proposed study area in partnership with Hennepin County, prior to the road reconstruction (2011). Identified next steps included continued collaboration with property owners in the area of Veterans Park to strengthen the relationship between public and private spaces.
- The moratorium temporarily halted land use applications for properties with a Planned Land Use designation of Medium Density Residential, High Density Residential, or Community Commercial in the 2040 Comprehensive Plan.

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

- An Overlay District creates a set of regulations that are specifically tailored to a particular area. Underlying Zoning District regulations will apply unless specifically modified by the Overlay District.
- As a separate action tonight, the Council will be asked to consider a first reading of an amendment to the base or underlying zoning of several parcels in the study area. State Law specifically requires that the City modify base zoning districts to match the Comprehensive Plan. This required action has been deliberately separated from the discretionary action of adopting the Overlay District Regulations.
- A public hearing was held by the Planning Commission on May 24. The Planning Commission recommended approval (6-2; Lavin, Rudolph dissenting) of the Study and ordinance with amendments as follows:
  1. Reduce the allowable height limit in the MR-3 District to 4 stories or 50 feet whichever is less. (6-0)
  2. Replace the Quantity of Parking Development Principal to read: "Establish parking needs at minimum needed to service specific development while limiting neighborhood impacts." (4-2; Rosenberg, Stursa dissenting)
  3. Modify the language in the Park & Neighborhood Connectivity Development Principal to read: "Increase connectivity to Veterans Memorial Park by incorporating vehicle, pedestrian, wheelchair/walker, and bicycle connections between park destinations..." (6-0)
- An additional amendment to remove the requirement that sites north of 66th Street plan internal traffic circulation to leave open the possibility of a north-south road on the west side of the pool failed (2-4; Quam, Rosenberg, Stursa, Kennealy dissenting).

**C. CRITICAL TIMING ISSUES:**

The moratorium is scheduled to expire on June 24, 2021. A second reading of the attached ordinance is scheduled for June 22.

**D. FINANCIAL IMPACT:**

None

**E. LEGAL CONSIDERATION:**

- Notice of the public hearing was published in the Sun Current Newspaper.
- While not legally required, notice of the hearing was also sent to individual property owners and tenants in the area.
- Approval of a first reading does not obligate the Council to adopt the ordinance at a

second reading.

**ALTERNATIVE RECOMMENDATION(S):**

Approve a first reading of the attached ordinance with modifications.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Lance Bernard & Jeff Miller, HKGi (land use consultants)

**ATTACHMENTS:**

Description	Type
▣ Ordinance	Ordinance
▣ Portland Avenue & 66th Street Study	Exhibit
▣ Map - Moratorium Area	Exhibit
▣ Zoning Map	Exhibit
▣ Draft PC minutes May 24, 2021	Backup Material
▣ Add'l Public Comment (Written)	Exhibit

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE RELATING TO ZONING; ESTABLISHING REGULATIONS FOR A NEW VETERANS PARK AREA OVERLAY DISTRICT; AMENDING SUBSECTION 512.01 OF THE RICHFIELD CITY CODE; AMENDING THE RICHFIELD CITY CODE BY CREATING NEW SUBSECTION 541.25; AMENDING APPENDIX I TO THE RICHFIELD CITY CODE BY REZONING CERTAIN PROPERTIES WITHIN THE AREA OF PORTLAND AVENUE AND 66TH STREET TO BE SUBJECT TO VETERANS PARK AREA OVERLAY DISTRICT REGULATIONS

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 512.01, Subdivision 1 of the Richfield City Code is amended to read as follows:

**512.01. Zoning districts.** Subdivision 1. Establishment of districts. In order to carry out the purposes and provisions of this code, the city is hereby divided into the following zoning districts:

<b>Residential Districts</b>	
Single Family Residential	R
Low Density Single Family Residential	R-1
Two Family Residential	MR-1
Multi-Family Residential	MR-2
High Density Multi-Family Residential	MR-3
<b>Commercial Districts</b>	
Service Office	S-O
Neighborhood Business	C-1
General Commercial	C-2
<b>Mixed-Use Districts</b>	
Mixed-Use Regional	MU-R
Mixed-Use Community	MU-C
Mixed-Use Neighborhood	MU-N
<b>Industrial Districts</b>	
Industrial	I
<b>Planned Unit Development Districts</b>	
Planned Residential	PR
Planned Two Family Residential	PMR-1
Planned Multi-Family Residential	PMR
Planned Neighborhood Commercial	PC-1
Planned General Commercial	PC-2

<b>Overlay Districts</b>	
Airport Runway Overlay District	AR
Penn Avenue Corridor Overlay District	PAC
Cedar Avenue Corridor Overlay District	CAC
<u>Veterans Park Area Overlay District</u>	<u>VPA</u>

Sec. 2. Section 541 of the Richfield City Code is amended by adding new subsections after Subsection 541.23, the new subsections to read as follows:

**541.25. Veterans Park Area (VPA) Overlay District.**

**Subdivision 1. Purpose and intent.** The Veterans Park Area Overlay District promotes both redevelopment of existing structures and new development to provide a balanced mix of compatible uses in proximity to the Veterans Memorial Park. Design regulations are provided to produce structures of consistent character and of appropriate scale that transition from single family residential to higher density mixed use and community commercial. The intent of the Overlay District is to guide the design character of redevelopment and revitalization in ways that are sensitive to the intent of the Comprehensive Plan and its surrounding land uses, while adhering to the Veterans Park Area Study's Development Principles:

- **Personal Connections:** Support redevelopment projects that preserves and enhances the ability of residents and users of Veterans Memorial Park to make personal connections to the park.
- **Park & Neighborhood Connectivity:** Increase connectivity to Veterans Memorial Park by incorporating vehicle, pedestrian and bicycle connections between park destinations (e.g., the Memorial, lake, ice arena, and swimming pool), neighborhoods, and redevelopment sites along Portland Avenue and 66th Street.
- **Diversify Housing Options:** Use redevelopment sites to expand the mix of housing in the area such as row/townhouse, affordable units, courtyard apartments, courtyard cottages, and live-work units.
- **Convenient Commercial:** Encourage a mix of community and small neighborhood commercial businesses in proximity to residential areas and the park destinations as an important amenity for residents and park visitors.



- **Sustainable Development:** Use sustainable design practices and new technology in developments that will help create a healthy, sustainable, vibrant neighborhood, and contribute to the park environment.
- **Building Transition:** Require site design and building architectural characteristics that provide appropriate transitions between single family residential neighborhoods and higher intensity uses.
- **Building Heights:** Locate the tallest portions of buildings away from adjacent low density residences. For sites adjacent to Veterans Memorial Park, locate the tallest portions of buildings away from the park's open areas.
- **Building Massing:** Locate and design buildings to preserve views to/from the park's open areas and minimize potential shadowing of the park.
- **Quantity of Parking:** Minimize parking needs by leveraging the study area's location along multimodal corridors to reduce the use of the automobile.

**Subd. 2.** Creation of district and applicability. The Veterans Park Area (VPA) Overlay District shall apply to properties designated within Appendix 1 of this Code.

**Subd. 3.** Applicable regulations. All permitted, accessory, and conditional uses allowed in the underlying Districts shall be allowed in the VPA Overlay District with the following additions, qualifications, and/or exceptions.

The following abbreviations are used below:

Permitted use - P

Accessory use – A

Conditional use - C

a) MR-3 in the VPA Overlay District:

- Offices and clinics – A
- Restaurants Class I (serving alcohol) – A/C
- Restaurant Class II (traditional/cafeteria) – A
- Restaurant Class IV (take-out only) – A
- Retail services, general – A

- Retail services, neighborhood – A
- Taproom/cocktail room – A/C
- Additions for accessory uses:
  - All accessory uses shall be contained within the principal residential building.
  - All accessory uses shall have street frontage.
  - All accessory uses shall be located on the ground floor and shall not exceed 15,000 square feet.

b) C-2 in the VPA Overlay District:

- Assisted living facilities, nursing, or rest homes above ground floor commercial – P
- Dwelling, multifamily above ground floor commercial – P
- Live-work units above ground floor commercial - P

**Subd. 4.** Bulk and dimensional standards. All bulk and dimensional standards applicable in the underlying districts, as found in Subsections 525.11 (MR-2), 527.11 (MR-3), and 534.11 (C-2) of this Code, shall apply in the VPA Overlay District with the following additions, qualifications, and/or exceptions:

a) MR-2 in the VPA Overlay District:

- Front yard setback: The minimum front yard setback shall be 10 feet and the maximum shall be 25 feet along.
- Parking shall be located in the rear and/or side yards of the building.

b) MR-3 in the VPA Overlay District:

- Building height: The principal building heights shall be a minimum of 20 feet and up to a maximum of 55 feet or 5 stories, whichever is less.
  - Building heights shall be measured from the building footprint's average ground level elevation.
  - Floors above the third floor shall be stepped back a minimum of 15 feet when adjacent to public streets and

public land. Step backs may be adjusted depending on specific site conditions and building placements.

- Maximum building coverage: 40%
- Front yard setback: The minimum front yard setback shall be 15 feet and the maximum shall be 25 feet.
- Rear and side yard setbacks: When adjacent to Veterans Memorial Park, the required rear and side yard setbacks shall prioritize greenspace and landscaping as a transition/buffer to the Park.

c) C-2 in the VPA Overlay District:

- Front yard setback: The minimum front yard setback shall be 15 feet and the maximum shall be 25 feet.
- Rear and side yard setbacks: When adjacent to Veterans Memorial Park, the required rear and side yard setbacks shall prioritize greenspace and landscaping as a transition/buffer to the Park.
- Parking shall be located in the rear and/or side yards of the building.

**Subd. 5. Other performance standards. All additional performance standards applicable in underlying districts shall apply in the VPA District with the following additions, qualifications, and/or exceptions:**

a) MR-2 in the VPA Overlay District:

- A minimum of one primary building entrance shall face Portland Avenue or 66th Street depending on where the property is located.

b) MR-3 in the VPA Overlay District:

- Residential development shall include a minimum of two types of residential land uses that expand the variety of lifecycle housing options in the study area.
- A lot larger than two (2) acres is allowed to include a second building for all permitted, accessory, and conditional uses allowed in the MR-3 District.

- The two buildings shall be grouped into a single polygon to assess compliance with required setbacks.
- Existing trees shall be protected and preserved to the greatest degree possible.
- Pedestrian facilities shall be placed along the site's perimeter to provide walking connections between the public street and public amenities such as Veterans Memorial Park.
- Stormwater shall be managed onsite by using best management practices, such as raingardens, green roofs, and bio-infiltration swales to create aesthetically pleasing and useable public spaces or underground systems.
- Sites north of 66<sup>th</sup> Street shall plan internal traffic circulation to accommodate the potential for a north-south road (an approximate extension of Oakland Avenue) that would connect the sites to 66<sup>th</sup> Street.
- A shadow study shall be required as part of the development review process to evaluate potential impacts of shadowing on adjacent properties, measured by the sun's position at the time of the summer solstice.
- A minimum of one primary building entrance is required on each street façade and at least one building entrance every 75 feet of each street façade.

c) C-2 in the VPA Overlay District:

- Existing trees shall be protected and preserved to the greatest degree possible.
- Pedestrian facilities shall be placed along the site's perimeter to provide walking connections between the public street and public amenities such as, Veterans Memorial Park.
- Sites north of 66<sup>th</sup> Street shall plan internal traffic circulation to accommodate the potential for a north-south road (an approximate

extension of Oakland Avenue) that would connect the sites to 66th Street.

- Stormwater shall be managed onsite by using best management practices, such as raingardens, green roofs, and bio-infiltration swales to create aesthetically pleasing and useable public spaces or underground systems.

Sec. 3. Appendix 1 of the Richfield Zoning Code is amended by adding a new Section 22 to read as follows:

**Section 22. Veterans Park Area Overlay District (VPA)**

- (1) M-4,5,9. Properties zoned as C-2, MR-2, or MR-3 as described in Sections 3, 13, or 14 of this Appendix, in that area lying between the center lines of Highway 62 and 67th Street East and the center lines of 5th Avenue South and 11th Avenue South.
- (2) M-5 (NE corner, 11th Avenue and 66th). Lot 9, Block 2, Eliason Fourth Addition.
- (3) M-5 (SE corner, 11th Avenue and 66th). The West 1/2 of Lot 1, Block 1, Jerpbak's First Addition.

Sec. 9. This ordinance constitutes a rezoning of the following properties:  
6501 Portland Ave S, 6505 Portland Ave S, 6527 Portland Ave S, 500 66<sup>th</sup> Street East, 6601 5<sup>th</sup> Ave S, 6600 Portland Ave S, 6601 Portland Ave S, 6613 Portland Ave S, 6617 Portland Ave S, 6621 Portland Ave S, 6625 Portland Ave S, 6629 Portland Ave S, 6633 Portland Ave S, 6637 Portland Ave S, 6645 Portland Ave S, 6601 Oakland Ave S, 6609 Oakland Ave S, 6615 Oakland Ave S, 6600 Park Ave S, 6608 Park Ave S, 701 66<sup>th</sup> St E, 6611 Park Ave S, 6600 Columbus Ave S, 6610 Columbus Ave S, 6601 Columbus Ave S, 6609 Columbus Ave S, 6615 Columbus Ave S, 6600 Chicago Ave S, 811 66<sup>th</sup> St E, 6611 Chicago Ave S, 817 66<sup>th</sup> St E, 901 66<sup>th</sup> St E, 6600 10<sup>th</sup> Ave S, 1001 66<sup>th</sup> St E, 1015 66<sup>th</sup> St E, 6601 11<sup>th</sup> Ave S, 1100 66<sup>th</sup> St E

Sec. 10. This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, Acting City Clerk



# PORTLAND & 66TH SUB AREA STUDY

CITY OF RICHFIELD, MN | MAY 2021





## STUDY PURPOSE

The purpose of the Portland Avenue & 66th Street Sub Area Study is to guide future private development in proximity to Veterans Memorial Park. The 2040 Richfield Comprehensive Plan recognizes Veterans Memorial Park as one of the City's premier destinations and envisions ways to strengthen development in the area. The Comprehensive Plan guides land in the vicinity of the park for a mix of uses, including medium to high-density residential and community commercial. The Plan does not provide guidance about how private redevelopment in the area will interact with Veterans Memorial Park.

To help ensure that private investments work in harmony with Veterans Memorial Park and upcoming investments (D-Line Bus Rapid Transit), the City commissioned this study to determine the appropriate land use controls for the area (see Figure 1).

### Study objectives include:

- » Establish development principles that define how different types of redevelopment can be designed to be compatible with adjacent neighborhoods and Veterans Memorial Park. Development principles are intended to be a tool for the community, the Planning Commission, City Council, and City Staff to assist in planning, designing, and evaluating future development proposals for the study area.
- » Explore potential zoning changes to align property that is currently zoned for Low-Density Residential, but guided by the 2040 Comprehensive Plan for Medium Density Residential, High Density Residential, or Community Commercial land uses.
- » Recommend a preferred approach for implementation (e.g., zoning districts and an overlay district).
- » To avoid Comprehensive Plan amendments. The Comprehensive Plan and the Land Use Plan reflects a common vision for the area that has been determined through a separate planning process. The vision for the study area has included a mix of Medium to High Density Residential and Community Commercial uses dating back to the 1998 Comprehensive Plan.



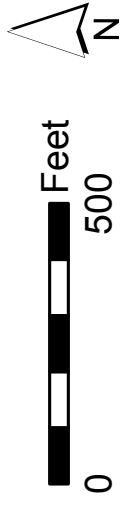
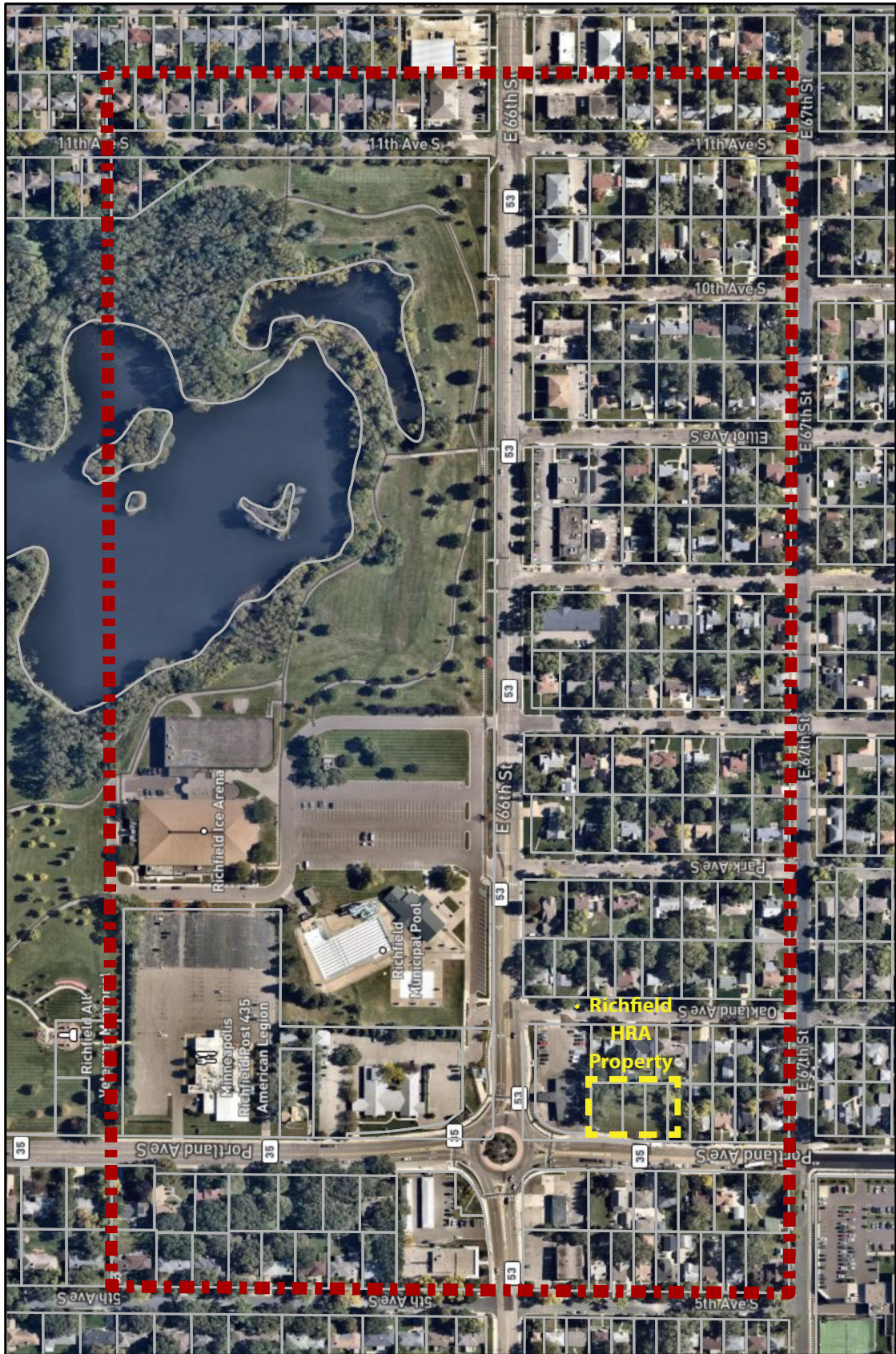


FIGURE 1. STUDY AREA





## PLANNING FOUNDATION

This study presents an opportunity to imagine how redevelopment around Portland Avenue and 66th Street might complement Veterans Memorial Park. It is also an opportunity to consider a much broader vision for the area, which includes future bus rapid transit (D-Line), improved pedestrian/bicycle connections, and the potential for residential development with increased density. The following plans help describe this vision in more detail and were used to help inform this study.

### 2040 COMPREHENSIVE PLAN (ADOPTED IN 2018)

The City of Richfield is required by state law to update its Comprehensive Plan every ten years. The last update was approved in 2018. The Comprehensive Plan is a statement of what the City of Richfield wants to become. It is a set of goals and policies designed to achieve a community wide vision. The Comprehensive Plan is based on a composition of concepts, patterns, and relationships that deal with integrating the social aspects of a community with its physical development. It includes directives for maintaining strong residential neighborhoods, it emphasizes the importance of parks and open space, and it seeks to maintain quality infrastructure.

One of the more prominent chapters in the Comprehensive Plan includes the Land Use Plan. It gives people a visual representation of what the community is expected to look like in the future. As it pertains to the study area, the Land Use Plan has guided property along Portland Avenue and 66th Street for High Density Residential, Medium Density Residential, and Community Commercial (see Figure 2). The Land Use Plan for this area has stayed relatively the same from previous Comprehensive Plans - dating back to the 1998 Comprehensive Plan.

### 66TH STREET CORRIDOR MASTER PLAN (MARCH 2011)

The 66th Street Corridor Master Plan seeks to improve the economic viability and market position of existing and future uses on the 66th Street Corridor, while enhancing the pedestrian character and enhancing the multimodal opportunities of the corridor. The Plan addresses land use, transportation and open space aspects of the corridor and provides recommendations for future improvements.

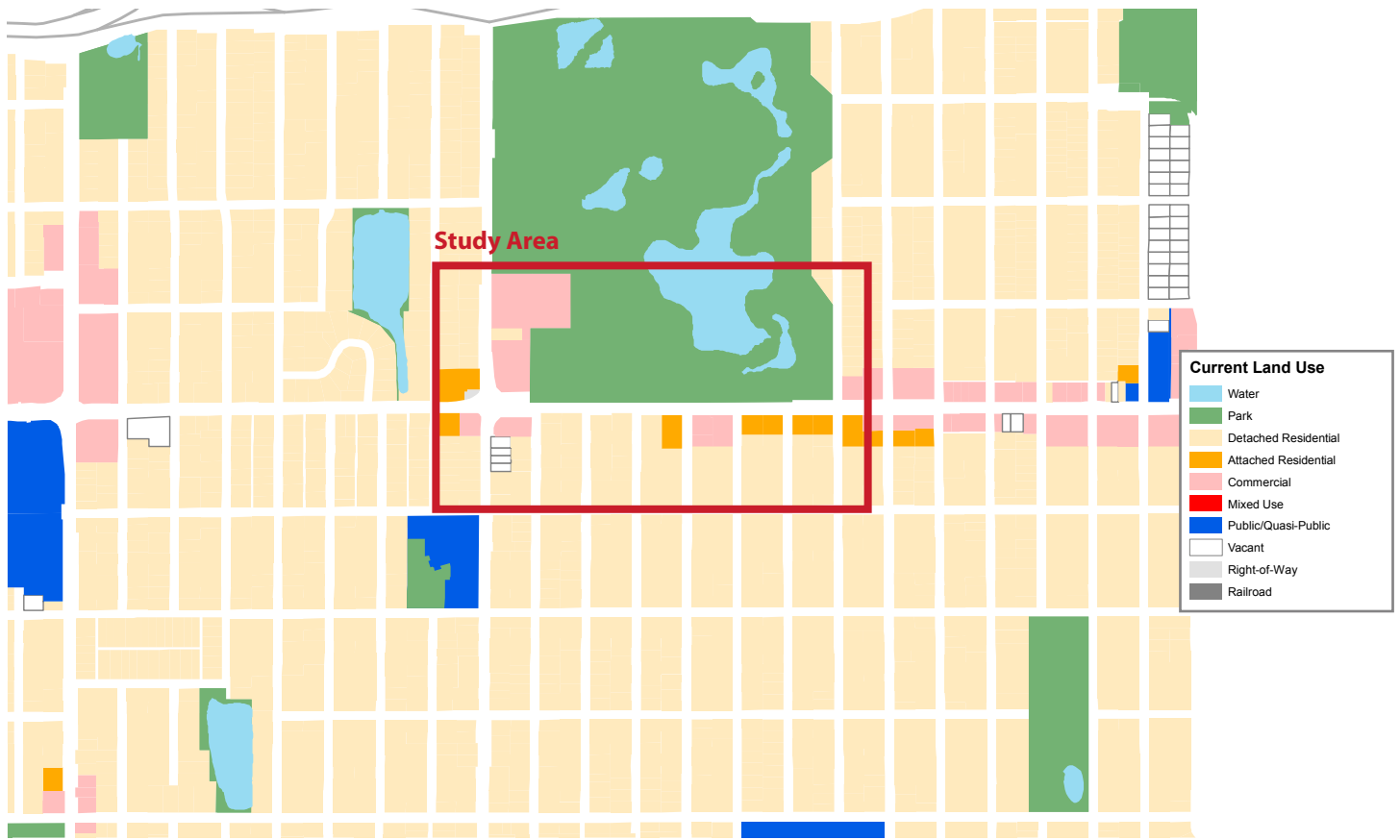


FIGURE 2. EXISTING LAND USE

## BICYCLE MASTER PLAN (2012) AND PEDESTRIAN MASTER PLAN (2018)

Richfield has adopted a Bicycle Master Plan and Pedestrian Master Plan, which help describe the importance pedestrian and bicycle networks play in the City’s overall transportation system by offering an alternative means of transportation. Both of the Plan’s recognize Portland Avenue and 66th Street as important corridors that help pedestrians and bicyclists move throughout the community. The Bicycle Master Plan also recognizes Portland Avenue as part of the Metropolitan Council’s Regional Bicycle Transportation Network (RBTN). According to the Metropolitan Council, the RBTN make up the “trunk arterials” of the overall system of bikeways that connect to regional employment and activity centers.

## METRO D-LINE – BUS RAPID TRANSIT (BRT)

Construction of the METRO D Line bus rapid transit (BRT) project is scheduled to begin in early 2021. The D Line will substantially replace Metro Transit Route 5 with fast, frequent, and all-day service. Bus rapid transit brings better amenities, faster service and a more comfortable ride.

The D-Line corridor follows Chicago Avenue and Portland Avenue to American Boulevard, ending at the Mall of America. The alignment serves North Minneapolis, Downtown Minneapolis, the Midtown area medical facilities, and the Chicago-Lake Transit Center. The alignment crosses into Richfield south of TH 62, then turns east on American Boulevard, serving commercial uses before ending at the Mall of America. Planned BRT stops along Portland Avenue in Richfield include 60th, 66th, 70th, 73rd, and 77th Street.





## PLANNING PROCESS

The study's planning process occurred over a six month period between January 2021 and June 2021. During this time, the City placed a moratorium on development until June 24, 2021 to allow time to explore appropriate development controls for the study area.

The planning process included opportunities for property owners, community members, members of the American Legion, and Veterans Memorial Park users to share ideas and comment on draft materials. Community engagement was predominately structured around on-line engagement to ensure people could stay involved during the pandemic, while physically distancing. The study's outreach efforts are highlight below.

**Study Website:** A study website was created to host on-line surveys and informational videos. The website contained study information, updates, key findings, recommendations, and invitations to participate in the planning process.

**Postcard Mailing:** Postcards were mailed to property owners in proximity of the park to inform them about the study and how to provide feedback.

**Survey:** Early on in the planning process, a survey was posted on the project website (see Attachment A). The survey helped gain a better understanding of the public's thoughts on potential development within the study area. A virtual tour of precedents (examples) throughout the metro was also used to depict Medium to High Density Developments for the study to consider. A total of 75 people responded to the survey or wrote comments directly to staff. General themes from those who participated include:

- » People generally support a mix of land uses and higher density residential developments (e.g., condos, apartments, and senior housing).
- » There is a strong desire to see improved pedestrian/bicycle connections within the park and between developments and the park.
- » People are concerned about building heights, traffic volumes, and the potential increase in park users associated with a new development.

Another survey was launched near the end of the planning process to confirm the study's design principles and draft findings (see Attachment B). A total of 110 people responded to the survey or wrote comments directly to staff (between May 6 and May 14, 2021). General themes from those who participated include:

- » People largely agree redevelopment projects should enhance connections to the park.
- » People largely agree redevelopment projects should embrace sustainable design practices.
- » People strongly agree that building heights should be minimized to protect views to/from the park's open areas.
- » A large number of people disagree redevelopment should expand the mix of housing or commercial uses in the area.
- » Written comments suggest more can be done to educate the public about the City's Comprehensive Plan and how it guides private development. It is important to note this study explores ways to balance private development in proximity to the park. Veterans Memorial Park is not being proposed for redevelopment.

**Informational Videos:** Informational videos were posted on the project website. The informational videos included a presentation with a voice over explaining the materials. The first video explained the study purpose and objectives, while the second video highlighted key findings and draft recommendations.

**Stakeholder Meetings:** One particular area of focus included the north-east quadrant of 66th Street and Portland Avenue. This site includes the Richfield Ice Area, Richfield Swimming Pool, American Legion, and Morris Nilsen Funeral Chapel, and a Memorial for Veterans. A larger portion of this site is guided for High Density Residential and owned by the American Legion. The Consultant Team met and/or spoke with American Legion representatives on several occasions to discuss their aspiration for development and to share study findings.

**Project Management Team:** The Project Management Team (PMT) included the consultant team and City staff. The PMT met three times to review and discuss study finding and coordinate public engagement activities.

**City Council/Planning Commission Workshop:** On April 27, 2021, City Staff and the Consultant Team met with the City Council and representatives from the Planning Commission and Community Services Commission to discuss preliminary work and public outreach activities related to the study.





## DEVELOPMENT PRINCIPLES

The development principles are used to help express the community's expectations for development within the study area. The development principles were developed using community input and direction from City staff and elected leaders.

- » **Personal Connections:** Support redevelopment projects that preserves and enhances the ability of residents and users of Veterans Memorial Park to make personal connections to the park.
- » **Park & Neighborhood Connectivity:** Increase connectivity to Veterans Memorial Park by incorporating vehicle, pedestrian and bicycle connections between park destinations (e.g., the Memorial, lake, ice arena, and swimming pool), neighborhoods, and redevelopment sites along Portland Avenue and 66th Street.
- » **Diversify Housing Options:** Use redevelopment sites to expand the mix of housing in the area (e.g. row/townhouse, affordable units, courtyard apartments, courtyard cottages, and live-work units).
- » **Convenient Commercial:** Encourage a mix of community and small neighborhood commercial businesses in proximity to residential areas and the park destinations as an important amenity for residents and park visitors.
- » **Sustainable Development:** Use sustainable design practices and new technology in developments that will help create a healthy, sustainable, vibrant neighborhood, and contribute to the park environment.
- » **Building Transition:** Require site design and building architectural characteristics that provide appropriate transitions between single family residential neighborhoods and higher intensity uses.
- » **Building Heights:** Locate the tallest portions of buildings away from adjacent low density residences. For sites adjacent to Veterans Memorial Park, locate the tallest portions of buildings away from the park's open areas.
- » **Building Massing:** Locate and design buildings to preserve views to/from the park's open areas and minimize potential shadowing of the park.
- » **Quantity of Parking:** Minimize parking needs by leveraging the study area's location along multimodal corridors to reduce the use of the automobile.





## EXISTING CONDITIONS

The following section provides an overview of the study area's existing conditions.

### EXISTING LAND USES

Veterans Park is one of Richfield's signature parks that offers a variety of recreational and programming activities, community gathering spaces, walking paths, and scenic views. The Park's southwest corner has been anchored by the Minneapolis/Richfield American Legion Post #435 since 1956. The study area is approximately 77 acres (excludes roads). Based on the City's Existing Land Use Map (see Figure 2), the study area is comprised of approximately 39% single family homes, 5% multifamily residential, 11% commercial, 44% public land, and 1% vacant.

The existing commercial (e.g., American Legion) and public land uses (e.g., ice arena) are characterized by larger surface parking lots and low lot coverages. The bulk of single family homes were built in the 1940s and 1950s, while multifamily residential land uses followed in the late 1950s and early 1960s.

### ZONING

Existing zoning in the study area (see Figure 3) consists of:

- » **Single Family Residential District (R):** The purposes of the R District regulations are to protect and preserve the single-family residential character of the R District; reserve appropriate locations for single-family dwellings; provide opportunities for cluster housing development; minimize traffic congestion and the overloading of utilities; and provide residential locations that are safe, attractive and quiet.
- » **Multifamily Residential District (MR-2):** The purposes of the MR-2 District regulations are to reserve appropriately located areas for multifamily dwellings; preserve as many as possible of the desirable characteristics of the single-family residential district while permitting higher population densities; provide opportunities for infill cluster housing development, thereby allowing greater intensities and a wider variety of housing types; minimize traffic congestion and avoid the overloading of utilities by preventing the construction of buildings of excessive size (or density) in relation to the surrounding land, buildings, or infrastructure; and to provide multifamily residential areas that are safe and attractive.

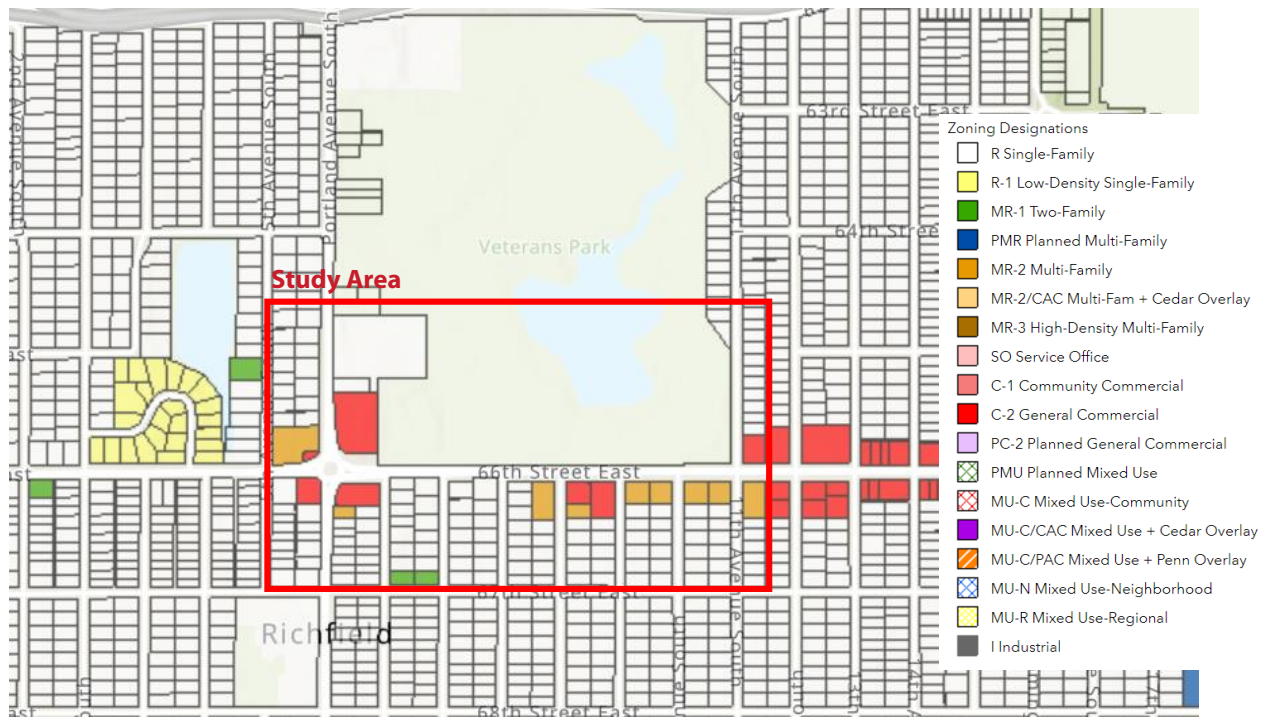


FIGURE 3. ZONING

- » **High-Density Multi-family Residential District (MR-3):** The purpose of the MR-3 District regulations are to reserve appropriately located areas for family living in a variety of types of dwellings at a reasonable range of population densities; preserve as many as possible of the desirable characteristics of the single-family district, while permitting higher population densities; provide space for semi-public facilities needed to complement urban residential areas and space for institutions that require a residential environment; minimize traffic congestion and avoid the overloading of utilities by preventing the construction of buildings of excessive size in relation to the surrounding infrastructure; and to provide multifamily residential areas that are safe and attractive.
- » **General Business District (C-2):** The C-2 District allows a wide variety of retail and service businesses that may serve a trade area encompassing Richfield and beyond. Despite the commercial nature of these land uses, the City expects them to have an attractive appearance from all sides, to be compatible with nearly residential properties, to minimize adverse effects on surface waters, and to not significantly degrade the level of service or safety on nearby roads.

## PLANNED LAND USES (2040 COMPREHENSIVE PLAN)

The planned land uses identified in the 2040 Comprehensive Plan (see Figure 4) for the study area consists of:

- » **Low Density Residential (LDR):** The LDR category has been derived from the Single-family Residential category dating back to the 1997 Comprehensive Plan. The LDR category allows for the mixture of single-family detached and attached units, such as duplexes and lower density townhomes. LDR development ranges from 1 to 7 units per acre.



- » **Medium Density Residential (MDR):** The MDR land use category was derived from the MDR and the Medium- High Density Residential (MHD) category included in the 2008 Comprehensive Plan. These two categories have been combined to better clarify development patterns and the intent to allow for higher density housing, such as townhomes or condominiums ranging from 8 to 34 units per acre. The allowed density would be limited to no more than 4 stories. The MDR category also includes manufactured homes and some presence of office use.
- » **High Density Residential (HDR):** HDR includes multi-unit and multi-building developments at a more intense scale. HDR development ranges from 35 to 100 units per acre. HDR uses are primarily located in areas convenient to transportation, shopping and social services in order to support higher concentration of people. Development greater than 100 units per acre can be achieved through the PUD approval process. The appropriate building height will vary by development and depends upon the characteristics of the development and its surroundings. The HDR category would also allow for some presence of office use.
- » **Community Commercial (CC):** CC accommodates a wide variety of retail goods and services that are more intense than neighborhood scale commercial, but generally not uses that attract customers from throughout the Twin Cities metropolitan area. CC uses are intended to serve residents of Richfield and the immediate vicinity around Richfield. CC uses are primarily located along major local corridors, such as 66th Street, Penn Avenue, Nicollet Avenue, and Portland Avenue. Office uses would preferable be located above retail uses or situated in stand-alone building developments. Overall developments could be up to a total building size of 150,000 square feet (Floor Area Ratio of 0.5 to 1.0).

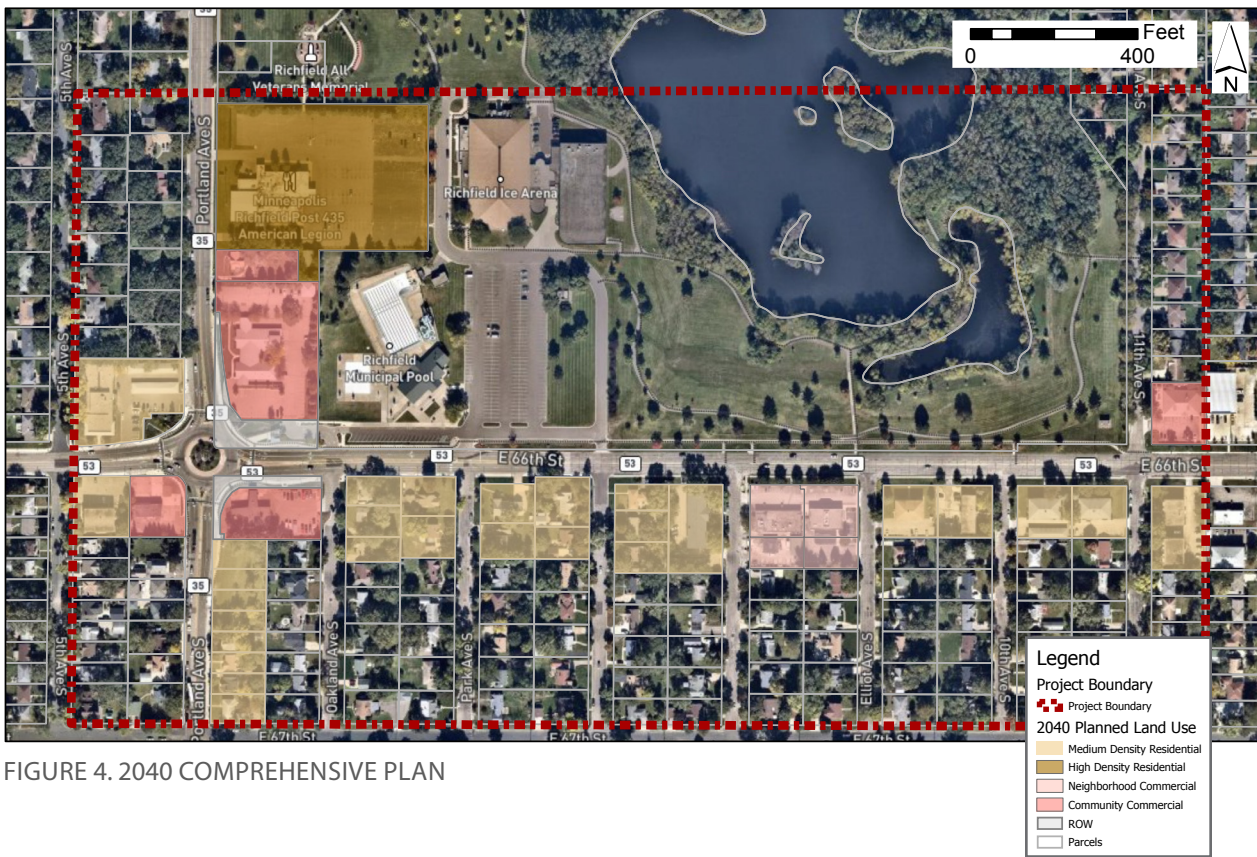


FIGURE 4. 2040 COMPREHENSIVE PLAN

## REDEVELOPMENT ASSUMPTIONS

In recent months, the City and property owners adjacent to Veterans Memorial Park have received multiple inquiries about redevelopment options. One area of interest has been the American Legion property, which is guided for High Density Residential (HDR). The American Legion has expressed interest in redeveloping their property. At the time of this study, the American Legion reported that they were exploring all of their development options including standalone building(s) and mixed use building(s) that include residential units (market rate and Veterans housing), meeting and banquets space, and a restaurant/bar. This study assumed the American Legion will continue to have a presence on site and require a 10,000 to 14,000 square foot space to meet their needs.

Another area of interest includes property owned by the Richfield Housing Redevelopment Authority (HRA). Their property is located on the east side of Portland Avenue and south of 66th Street (see Figure 1). The HRA has plans to develop this property at some point in time and is guided for Medium Density Residential (MDR). This will likely include attached housing units (e.g., townhomes) that front Portland Avenue.

## ISSUES & OPPORTUNITIES

Figure 5 depicts issues and opportunities discovered during the planning study process. This map helps convey some of the items property owners and developers should be aware of when exploring their development options. Respectfully, a majority of these issues and opportunities are associated with the American Legion property as it pertains to high density residential development. The following items (key) corresponds with Figure 5.

- A** There is a strong desire to improve pedestrian and bicycle connections between properties and the Memorial.
- B** There is an established tree line that is viewed by many as an amenity and serves as a buffer between the Memorial and buildings/parking lots.
- C** There are limitations on how this property can be used (e.g., development or stormwater management) based on DNR rules and regulations.
- D** In general, the public is concerned about potential impacts (building heights and traffic) a development may have on this site with the park, pool, and ice arena.
- E** The American Legion property is guided for High-Density Residential and zoned for Single Family Residential and is considering their development options.
- F** There is a 20 foot grade change between Portland Avenue and the ice arena.
- G** There are limited opportunities to connect a roads between a development and the ice arena. Vehicle traffic should be handled internally and be separated from the ice arena parking lot. However, there are opportunities to build stronger pedestrian and bicycle connections between a property, Veterans Memorial Park, ice arena, and pool.
- H** Accessible parking is needed for the Memorial.
- I** There are concerns that future development may have potential implications to the pool (shading).



- J** This site is guided for Community Commercial. There are no redevelopment assumptions known at this time.
- K** These locations represent future Bus Rapid Transit (BRT) stations. This project is scheduled to begin in early 2021.
- L** Hennepin County is the responsible roadway agency for Portland Avenue and 66th Street. Therefore, development proposals will likely be required to submit a traffic study to Hennepin County for their review. A traffic study typically describes any access modifications to the site, anticipated traffic volumes associated with a new development, travel demand management strategies, and an analysis of the development's impacts to exiting and future traffic operations.
- M** The Richfield HRA owns three parcels near the proposed BRT station that are guided for Medium Density Residential (MDR).

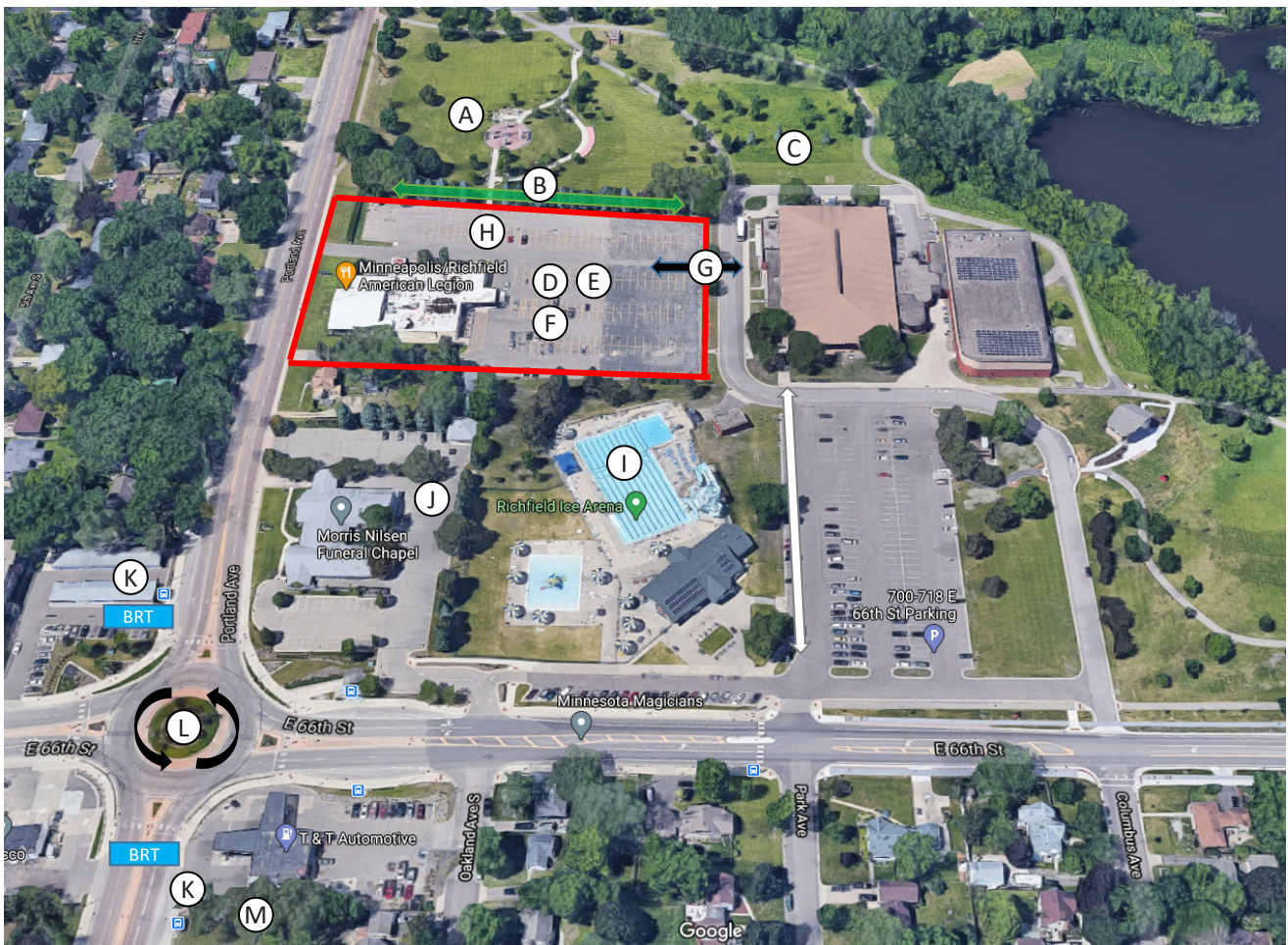


FIGURE 5. ISSUES AND CONTEXT





## ZONING EVALUATION

The City's official controls include ordinances, fiscal devices and public programs that are established to carry out the Comprehensive Plan's land use, housing, transportation, public infrastructure, parks and open space goals and policies. The City's Ordinances, as established in the City Code, are the primary tools for implementing the Comprehensive Plan's goals and policies. Of particular note and relevance to the Comprehensive Plan is Chapter V and Appendix B of the City Code, which contain planning and land use regulations, and the City's Zoning Code.

Official controls, such as zoning regulations, subdivision regulations, and the zoning map are required by the Metropolitan Land Planning Act to be consistent with the Comprehensive Plan. It is important to note this study does not explore any changes to the Comprehensive Plan. The 2018 Comprehensive Plan went through a separate planning process that established the study area's planned land use designation (e.g., Medium to High Density Residential), which date back to the 1998 Comprehensive Plan.

## FINDINGS

There are several zoning changes that should occur in the study area to better align a property's land use plan designation in the 2040 Comprehensive Plan (see Figure 4) with the appropriate zoning district (see Figure 3). Findings from this evaluation are summarized below:

1. There are twenty (20) parcels guided for Medium Density Residential (MDR) and zoned for Single Family Residential (R). The most appropriate zoning district that aligns with the MDR land use designation for this area is Multifamily Residential District (MR-2).
2. The American Legion site is guided for High Density Residential (HDR) and zoned Single Family Residential (R). The most appropriate zoning district that aligns with the HDR land use designation for this area is High-Density Residential District (MR-3).
3. Property that is guided for Community Commercial (CC) are zoned accordingly - General Business District (C-2).
4. Property that is guided for Low Density Residential (LDR) are zoned accordingly - Single Family Residential (R).





## SITE CAPACITY STUDY

Concepts were created to test the development capacity for properties guided by the City's 2040 Comprehensive Plan for Medium Density Residential and High Density Residential (see Attachment C). Areas of focus include the American Legion, property owned by the HRA (see Figure 1), and a select number of properties along 66th Street. The concepts were reviewed and discussed between the Consultant Team and Project Management Team. The concepts were also used to help facilitate discussions with stakeholders (i.e., American Legion and Hennepin County) and elected leaders.

The concepts served the following purposes:

- » To articulate the study's design principles
- » To evaluate potential access points
- » To test density ranges and building heights (see sidebar)
- » To test parking requirements and needs
- » To generate ideas for design standards
- » To identify potential development constraints

It is important to recognize the concepts are not intended to represent specific development plans. They should be viewed as ideas and a source of inspiration when exploring redevelopment options that are consistent with the study's design principles, 2040 Comprehensive Plan, and recommended zoning changes.

## BUILDING HEIGHT

The City uses a mix of standards in the zoning code to define building height. Examples include:

- Section 507.07, Definitions: Subd. 59: "Height of building." The vertical distance to the highest point of the roof for flat roofs; to the deck line for mansard roofs; and to the average height between the highest roof ridge and its associated eaves for gable, hip and gambrel roofs, as measured from the average elevation of the lot adjoining the front building line.
- Section 507.07, Definitions: Subd. 124. "Story." That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling above it.
- Section 525 Multifamily Residential District (MR-2), Subd. 525.11. Dimensional Regulations: Maximum building height is 35 feet.
- Section 527 High Density Residential District (MR-3), Subd. 527.11. Dimensional Regulations: Maximum building height is 50 feet.
- Section 534 General Business District (C-2), Subd. 534.11. Dimensional Requirements: Maximum building height is 40 feet.

## BUILDING HEIGHT

There are significant differences in typical building heights for residential, commercial, office and mixed use buildings. For example, residential buildings tend to have lower ceiling heights (10 to 12 feet) than retail or office space (12 to 14 feet). The MR-3 zoning district has a maximum building height of 50 feet. This development regulation is intended to limit building heights to five stories. However, a five story (50 foot maximum) residential building may be hard to achieve based on today's construction standards when integrating a commercial use (e.g., American Legion) on the first floor. This is demonstrated in Figure 6. Figure 6 also suggests a maximum building height of 55 feet could provide enough flexibility for a developer to achieve a five story residential building with a commercial use.

A five story building (~55 feet) was further tested to help address the following items:

- » Visual impacts to the park and Memorial
- » Shading implications to the pool
- » Site lines from Portland Avenue and 66th Street
- » Relationship (scale) with adjacent single family homes

This was achieved by creating a visual 3D model (see Attachment D) that offers different perspective points between a 55 foot building(s) and its relationship to the park and adjacent land uses. A shadow study was also created to determine if there is any potential shading implications to the pool during the summer solstice (see Figure 7-9). These visual aids helped determine how a new development can work in unison with the park and adjacent land uses.

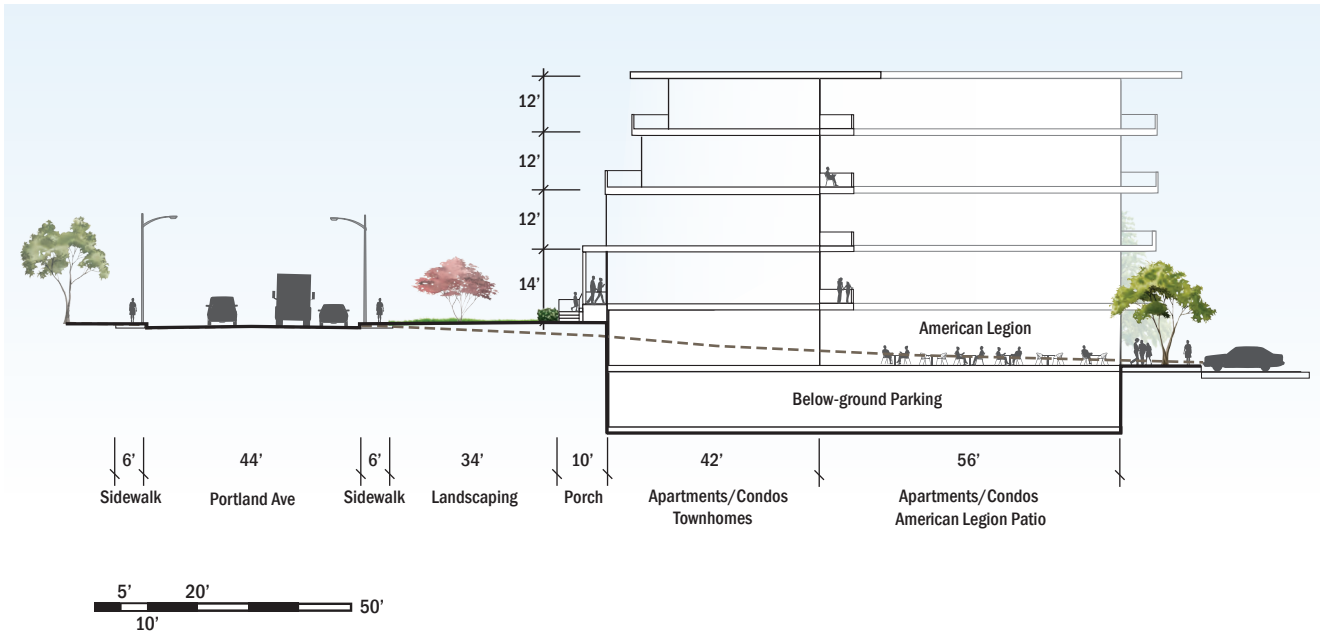


FIGURE 6. CROSS SECTION EXAMPLE

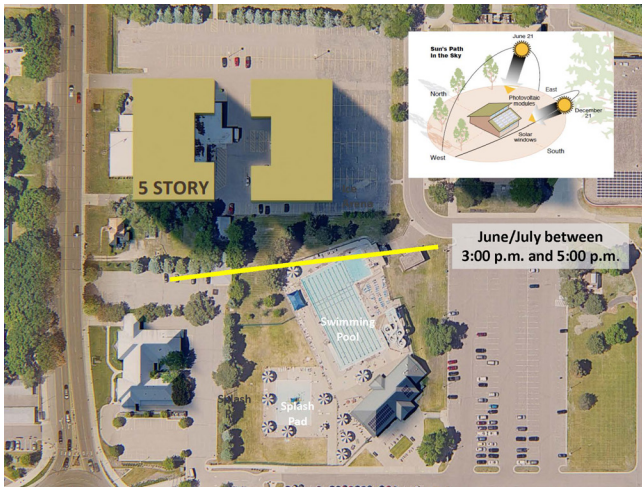


FIGURE 7. 5 STORY BUILDING

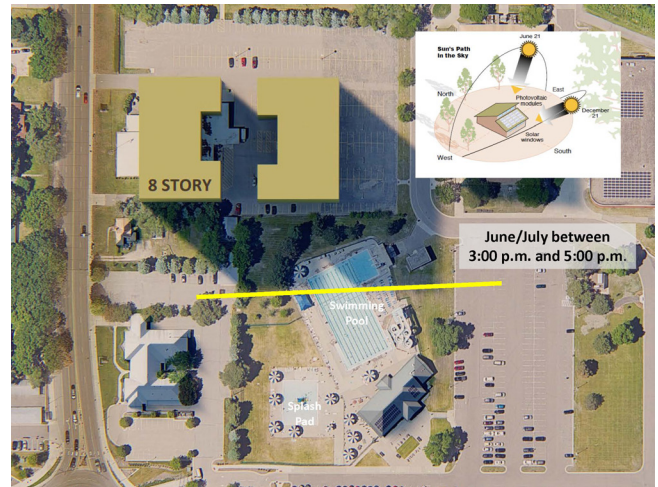


FIGURE 8. 8 STORY BUILDING



FIGURE 9. 12 STORY BUILDING

## SHADOW STUDY

Figures 7 - 9 helped determine if there is any potential shading implications to the pool during the summer solstice. Findings suggest buildings that exceed five stories could have potential shading implications to the park and pool. This finding may vary depending on the placement and size of the building.



## FINDINGS

Findings from the site capacity study (see Attachment C, visual models (see Attachment D) and shadow study (see Figure 7-9) include:

1. **Building Coverage:** A dimensional regulation for the MR-3 zoning district includes a maximum building coverage of 30%. The site capacity study for the American Legion property determined this percentage may limit a development's ability to achieve higher density ranges that align with the City's Comprehensive Plan (35 to 100 units per acre). The maximum building coverage for the MR-3 zoning district within the study area should be adjusted to reflect the City's Mixed Use zoning districts that range between 25% and 75%.
2. **Building Height:** The maximum building height for the MR-3 zoning district within the study area should be adjusted by five (5) feet (50 feet to 55 feet) to provide some flexibility for meeting today's construction standards for a mixed used residential building.
3. **Building Stepbacks:** Upper story stepbacks for buildings over three (3) stories will minimize visual impacts from the park, pool and adjacent land uses.
4. **Front Yard Setbacks:** A dimensional regulation for the MR-3 zoning district includes a minimum front yard setback of 40 feet. The site capacity study for the American Legion property determined this minimum requirement may limit a development's ability to create more flexible open space buffers between building(s) and the park (side and rear yard). The front yard setback should be adjusted to reflect the City's Mixed Use Neighborhood (MU-N), which has established a minimum 15 foot and maximum 25 foot front yard setback.
5. **Land Uses:** In general, City staff, elected leaders, and stakeholders are in favor of a mix of uses in the study area and agree the concepts help convey the design principles (e.g., connectivity and diversity of housing).
6. **Landscaping:** Established tree lines located along the American Legion's property will help minimize visual impacts between structures and the Memorial.
7. **Parking:** Parking requirements may influence what can be achieved on a property from a density perspective. Shared parking strategies should be explored to minimize the number of parking spaces required for a new development. It is assumed a mix of parking (surface and structured) will be needed for a mixed-use development on the American Legion site, while providing a limited number of shared surface spaces for the Memorial.
8. **Shading:** Buildings that exceed five stories could have potential shading implications to the park and pool (see Figure 7-9). This finding may vary depending on the placement and size of the building.



## RECOMMENDATIONS

This section identifies the recommended actions for implementing the study's objectives and development principles, while addressing some of the study's findings.

### REZONING

As part of the zoning evaluation, it was determined there are inconsistencies between the study area's planned land uses and zoning districts. These inconsistencies should be addressed to be in compliance with state law. The following recommendations include:

- » Parcels guided for Medium Density Residential (MDR) and zoned for Single Family Residential (R) should be rezoned for Multifamily Residential District (MR-2). Existing residential land uses will be allowed in perpetuity until a property owner chooses to redevelop their property. At that time, the development will need to follow the City's Zoning Code for a MR-2 zoning district.
- » The American Legion site is guided for High Density Residential (HDR) and zoned Single Family Residential (R). This site should be rezoned to High-Density Residential District (MR-3).
- » There are seven properties guided in the study area for Community Commercial (CC). These properties are aligned with the appropriate zoning district - General Business District (C-2). No rezoning changes are needed at this time.



## ESTABLISH AN OVERLAY DISTRICT

The City should consider adopting a zoning overlay district for the study area to help implement the Development Principles, while providing some flexibility for mixed used development to occur in the High-Density Residential District (MR-3) and General Business District (C-2). The purpose of an overlay district is to establish more specific design regulations for specific areas. Overlay district regulations are in addition to the requirements of the underlying or base zoning district. An overlay district typically provides requirements (or incentives) intended to preserve the character of an area. Increased flexibility in setting overlay district regulations is possible since the standards can be more closely tailored to an area within the community that shares certain characteristics. The additional layer of zoning requirements proposed for this overlay district include development standards that are reflected in Attachment E and summarized throughout this section.



SINGLE FAMILY PRECEDENT



MULTI-FAMILY PRECEDENT

### SINGLE FAMILY RESIDENTIAL DISTRICT (R)

There are no development standards being recommended for the R zoning district.

### MULTI-FAMILY RESIDENTIAL DISTRICT (MR-2)

Development in the MR-2 zoning district will need to be in compliance with the City's Comprehensive Plan. Residential development should include residential land uses that expand the variety of lifecycle housing options in the study area.

#### Development Standards

- A. Parking shall be located in the rear and/or side yards of the building.
- B. The minimum front yard setback shall be 10 feet and the maximum shall be 25 feet.
- C. Buildings entrances shall front Portland Avenue or 66th Street depending on where the property is located.
- D. A minimum of one primary building entrance shall face Portland Avenue or 66th Street depending on where the property is located.

## HIGH-DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MR-3)

Development in the MR-3 zoning district will need to be in compliance with the City's Comprehensive Plan. Residential development will include a minimum of two types of residential land uses that expand the variety of lifecycle housing options in the study area. Potential housing types may include townhomes and multi-family buildings. Redevelopment in the MR-3 zoning district will be complementary to the Veterans Memorial Park and consist of multi-family residential buildings. The overlay district will allow some flexibility for commercial or office space to be integrated into a residential building. Potential uses may include a restaurant, bar, coffee shop, meeting space, or banquet space. Commercial and office space uses should be complementary to the residential uses and park users.



HIGH-DENSITY MULTI-FAMILY PRECEDENT

### Development Standards

- A. Residential development shall include a minimum of two types of residential land uses that expand the variety of lifecycle housing options in the study area.
- B. The principal building heights shall be a minimum of 20 feet and up to a maximum of 55 feet or 5 stories, whichever is less.
  - Building heights shall be measured from the building site's average ground level elevation.
  - Floors above the third floor shall be stepped back a minimum of 15 feet when adjacent to public streets and public land. Step backs may be adjusted depending on specific site conditions and building placements.
- C. A lot larger than two (2) acres is allowed to include a second building for all permitted, accessory, conditional, and interim uses allowed in the MR-3 District.
  - The two buildings shall be grouped into a single polygon to assess compliance with required setbacks.
- D. The maximum building coverage shall be 40%.
- E. The minimum front yard setback shall be 15 feet and the maximum shall be 25 feet.
- F. Existing trees shall be protected and preserved to the greatest degree possible.
- G. Pedestrian facilities shall be placed along the site's perimeter to provide walking connections between the public street and public amenities such as, Veterans Memorial Park.
- H. Stormwater shall be managed onsite by using best management practices, such as raingardens, green roofs, and bio-infiltration swales to create aesthetically pleasing and useable public spaces or underground systems.



GENERAL COMMERCIAL PRECEDENT

- I. Sites north of 66th Street shall plan internal traffic circulation to accommodate the potential for a north-south road (an approximate extension of Oakland Avenue) that would connect the sites to 66th Street.
- J. When adjacent to Veterans Memorial Park, the required rear and side yard setbacks shall prioritize greenspace and landscaping as a transition/buffer to the Park.
- K. A shadow study shall be required as part of the development review process to evaluate potential impacts of shadowing on adjacent properties, measured by the sun’s position at the time of the summer solstice.
- L. A minimum of one primary building entrance is required on each street façade and at least one building entrance every 75 feet of each street façade.

### GENERAL COMMERCIAL DISTRICT (C-2)

Development in the C-2 zoning district will need to be in compliance with the City’s Comprehensive Plan. The proposed overlay district includes some flexibility that will allow some residential uses with a commercial development when it is not the predominant use.

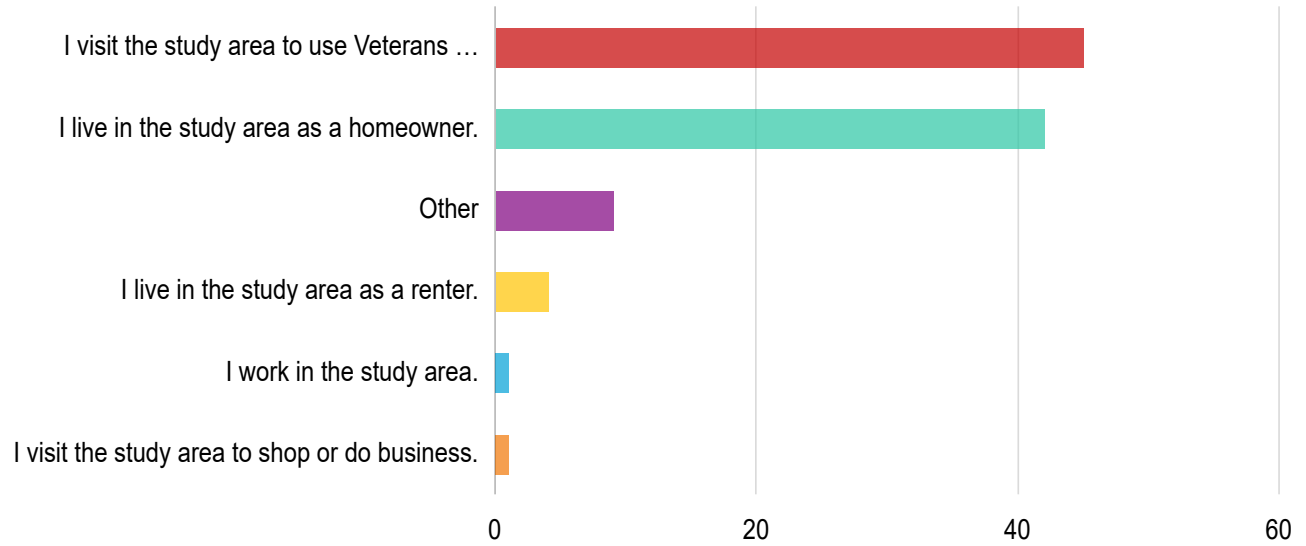
#### Development Standards

- A. Residential uses are only allowed on upper floors of a building with permitted uses on the ground floor.
- B. Existing trees shall be protected and preserved to the greatest degree possible.
- C. Pedestrian facilities shall be placed along the site’s perimeter to provide walking connections between the public street and public amenities such as, Veterans Memorial Park.
- D. Sites north of 66th Street shall plan internal traffic circulation to accommodate the potential for a north-south road (an approximate extension of Oakland Avenue) that would connect the sites to 66th Street.
- E. Stormwater shall be managed onsite by using best management practices, such as raingardens, green roofs, and bio-infiltration swales to create aesthetically pleasing and useable public spaces or underground systems.

# ATTACHMENT A - SURVEY 1

# Portland and 66th Sub-area Study Survey

## Tell us about yourself:

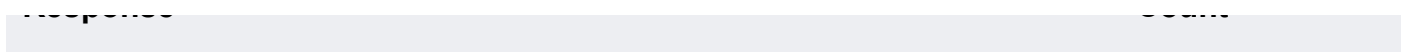


Answers	Count	Percentage
I visit the study area to use Veterans Memorial Park.	45	42.06%
I live in the study area as a homeowner.	42	39.25%
Other	9	8.41%
I live in the study area as a renter.	4	3.74%
I work in the study area.	1	0.93%
I visit the study area to shop or do business.	1	0.93%

Answered: 102 Skipped: 5

## If you responded "Other," please explain below:

The word cloud requires at least 20 answers to show.

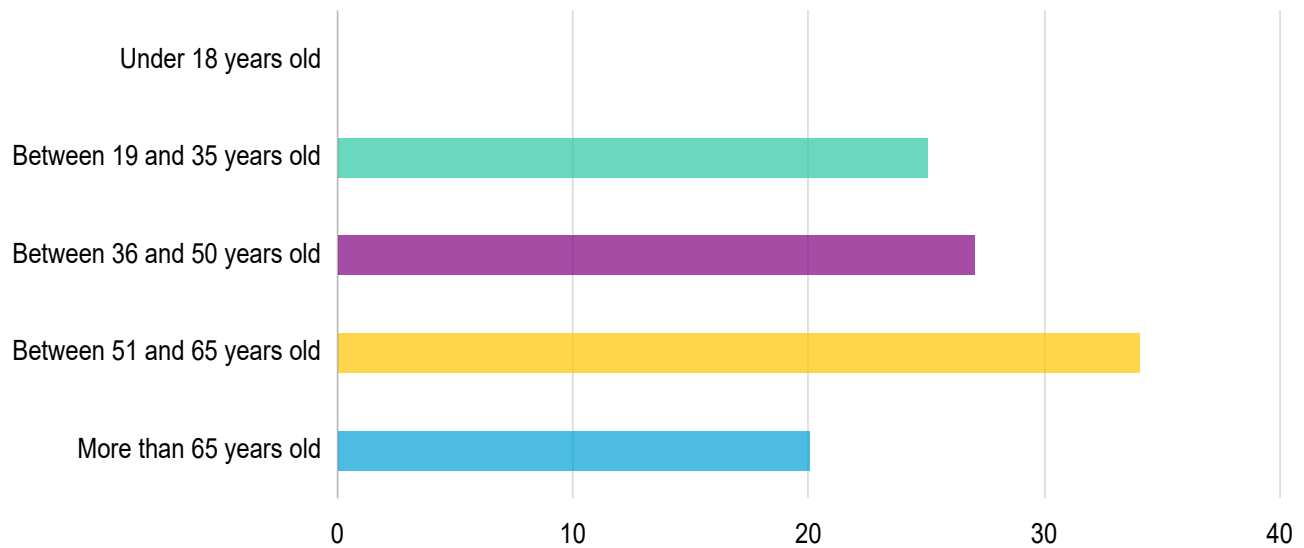




This is the real gem in Richfield that would be left untouched fexcept for development in areas that have not already been zoned commercial such as the Funeral home.. Keep some character in this small town city, PLEASE!	1
There are over 200 different birds that uses the park whether for migration or nesting. It already is a jewel as a nature habitat. Nature does not need improvement. Humans are the problem.	1
TEST - LANCE	1
Note: I live a block east of Veterans Park, which is close to the study area, but I'm not sure if it's considered part of the study area..	1
My name is Donald Belkengren and I am the current president of the Honoring All Veterans Memorial, located just north of the Legion post 435 property.	1
Live next to study area	1
Legion Post member and Board Member of The Honoring All Veterans Memorial	1
	0

Answered: 7 Skipped: 100

**Please select your age range:**

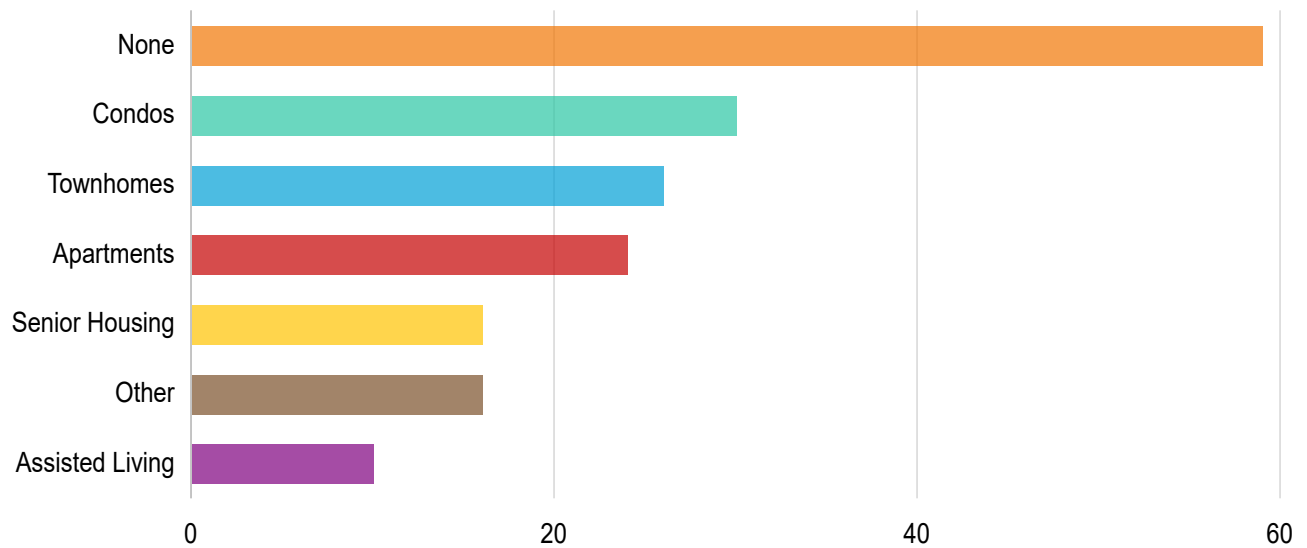


Answers	Count	Percentage
---------	-------	------------

Under 18 years old	0	0%
Between 19 and 35 years old	25	23.36%
Between 36 and 50 years old	27	25.23%
Between 51 and 65 years old	34	31.78%
More than 65 years old	20	18.69%

Answered: 106 Skipped: 1

### What types of residential redevelopment should be explored within the study area?



Answers	Count	Percentage
None	59	55.14%
Condos	30	28.04%
Townhomes	26	24.3%
Apartments	24	22.43%
Senior Housing	16	14.95%
Other	16	14.95%

Assisted Living

10

9.35%

Answered: 105 Skipped: 2

### If you responded "Other," what other types of residential redevelopment would you like to see in the st...

The word cloud requires at least 20 answers to show.

Response	Count
Veteran related housing... or if city can purchase then be city activities related such as Community Center.	1
TEST - LANCE	1
Only across 66th from the park.	1
None.	1
NONE, Please save our park as a natural area!	1
No residential	1
no development as this land was donated to keep it as open as public land! do you remember cutting down the oak trees?	1
Low-income housing!	1
I would like to see the study area within Veteran's Park be planted with native plants to benefit wildlife and water quality in the park.	1
Disabled Veteran Housing	1
Development with NO reduction of natural areas. This is a prime spot for important songbirds.	1
Apartments or condos to house veterans who are low income or just getting started in careers after their military service.	1
Apartments must be multi use. It adds a lot and is really efficient use of space. I believe they promote pedestrian traffic as well. 67th and Portland would likely need lower speed limits or narrower street width to promote slower speeds.	1

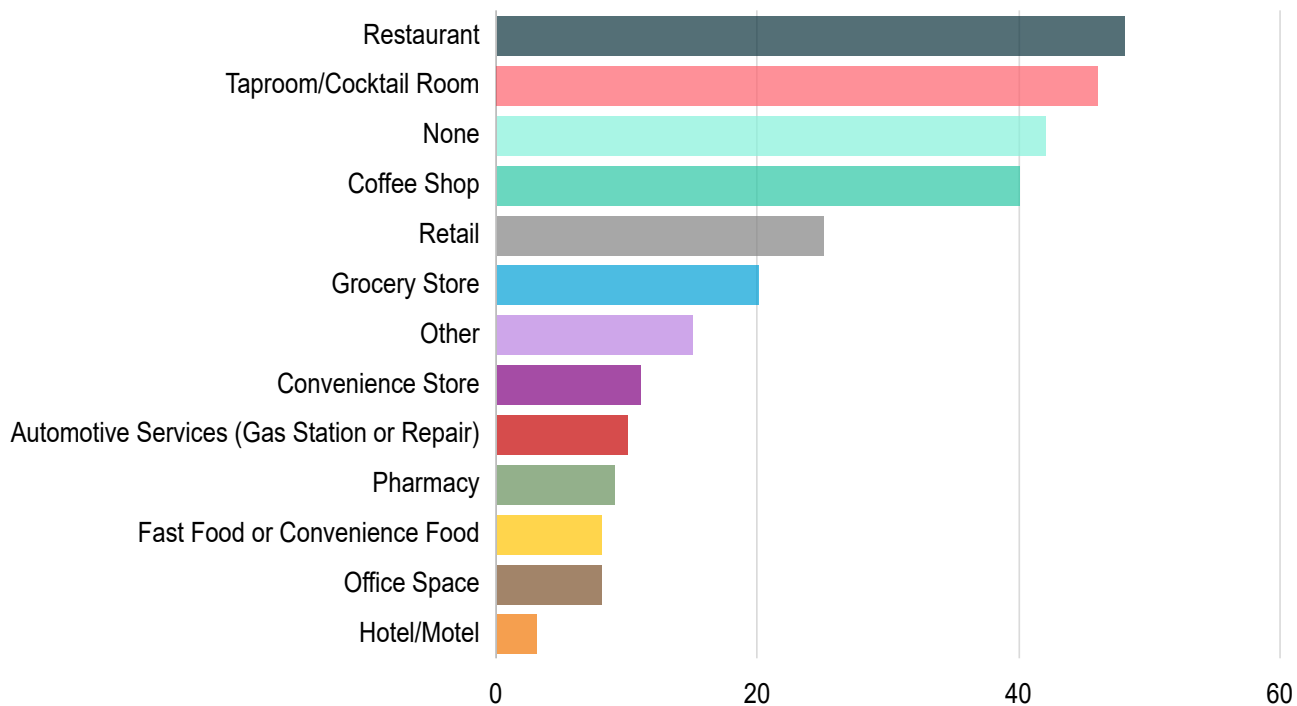
Anything but more high density housing. We have too much of that already in Richfield, and traffic is already bad on Portland. Why does the city refuse to listen to home owner concerns about high density low income housing?

55 plus 1

0

Answered: 15 Skipped: 92

### What types of commercial redevelopment should be explored within the study area?



Answers	Count	Percentage
Restaurant	48	44.86%
Taproom/Cocktail Room	46	42.99%
None	42	39.25%
Coffee Shop	40	37.38%
Retail	25	23.36%

Grocery Store	20	18.69%
Other	15	14.02%
Convenience Store	11	10.28%
Automotive Services (Gas Station or Repair)	10	9.35%
Pharmacy	9	8.41%
Fast Food or Convenience Food	8	7.48%
Office Space	8	7.48%
Hotel/Motel	3	2.8%

Answered: 103 Skipped: 4

### If you responded "Other," what other types of commercial redevelopment would you like to see in the ...

The word cloud requires at least 20 answers to show.

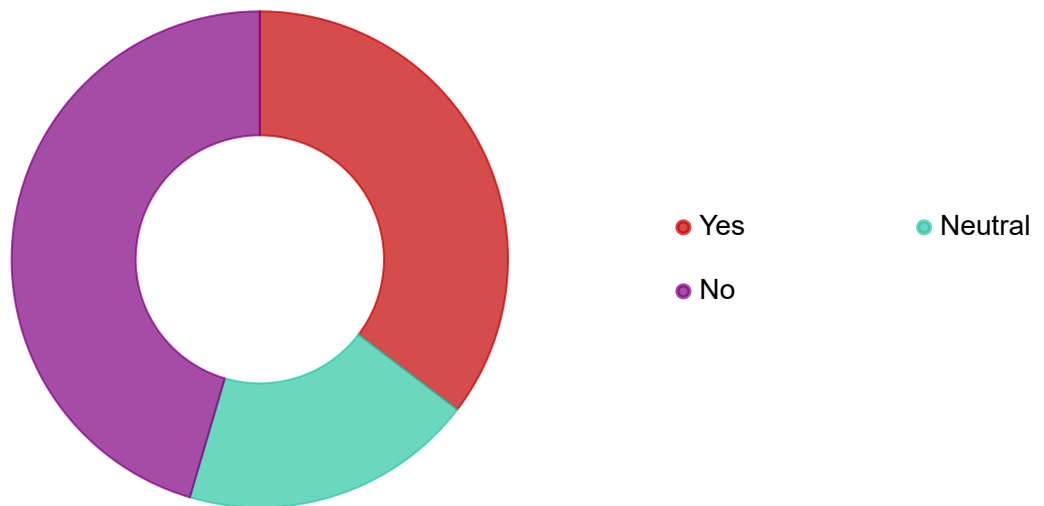
Response	Count
TEST - LANCE	1
Reuse if the Legion for restaurant or coffee shop	1
Reestablish Richfield legion post 435 on the lower lever of building to face the Veterans Memorial on the north side.	1
Only locally owned businesses!	1
None. None at all. The business there should remain, as should the homes.	1
NONE	1
Multipurpose apartments. See the Highlands Bridge redevelopment.	1
Meeting Space	1
invest in ecological services provided by the park	1



If purchased , buyer provide space facing memorial for Legion activities (Meetings, Ceremonies, food and drinks	1
Development that does not disturb or reduce current natural areas and 4 stories or less to reduce impact on songbirds and waterfowl.	1
Community Center/Rec Center with youth programming, with the Hockey arena and swimming pool staying. Also, local businesses are always great, especially ones that represent Our diversity! Local Roots has been awesome, breweries bring in great revenue.	1
Community center	1
Brewpub, Find a space in Richfield for Lyn65 Restaurant!	1
American Legion restaurant, bar and meeting rooms.	1
	0

Answered: 15 Skipped: 92

### Do you support mixed-use developments (e.g., housing with ground-level commercial) within the stud...



Answers	Count	Percentage
Yes	35	32.71%
Neutral	19	17.76%



Traffic. The only way in and out of the park/pavilion is on Portland/64th. During peak times (Farmers Market Saturdays, Christmas Tree sales, etc..) this can be a bit congested. Perhaps an additional entrance/exit?	1
Traffic circulation could be improved between the various amenities at the park. Consider linking the parking lots between the picnic shelter and pool with an interior Parkway, but preserve the park character (very narrow roadway like Minneapolis' parkways, unique pavement color, speed bumps, etc.)	1
The walking trails haven't been repaired or replaced in probably 20 yrs. The play area's replacement's weren't thought out very well. The original set up was more flexible and entertaining for kids.	1
The walking trail and pathway around the park. The bridge that goes through the brush area is unstable and people can barely use it to walk through the area. If the walking pathway going around towards the highway were improved then it would provide a larger area for people to walk or run around in the area.	1
the walking paths should be resurfaced and the playground could be expanded or another added in a different spot - its often quite busy. aside from that, people who go there go for nature and green space. Leave it untouched	1
The walking paths need to be repaved / replaced with more signage/maps of the parks throughout. Parking needs to be restricted at the Pool/Hockey Rink if a large shopping/living space is going in to reserve it for the pool / hockey rink guests and not for residents and or guests of the residential building. Additional lighting / other safety features should be added for individuals walking alone.	1
The round about on 66th and Portland is absolutely awful for pedestrians. It needs improvement. I am very concerned about putting a large housing development in the area will not help with congestion, plus they generally are not visually appealing. I appreciate having low density housing in my neighborhood.	1
The paths are in very rough shape and should be resurfaced. I use it every day and it is not smooth for bikes or walking. I also think there are areas that could use more picnic benches and trees that provide shade.	1
The park and nature area needs maintenance. It has been degraded by garbage, dog waste and general abuse. Building the bandshell was a waste.	1
The only thing that I can think of is some sort of handrail/rope to hang onto when on the Floating walkway through the marsh area--similar to what Woodlake Nature Center has on their Floating Bridge	1
The bike path on Portland at the entrance to the mini golf parking needs work as it forces you to enter a lane of traffic.	1

The best part of living here is that it's single family homes. Not townhomes or condos or apartments. Take out all the center mediums put in a couple years ago. Remove the one way on Oakland. T&T is the best hometown (Richfield motto) gas station perfectly located. If we wanted to live where there was a lot of commercial or high turnover rates we would move to Minneapolis.	1
TEST - LANCE	1
Spend some money on the park - improve paved walkways. Include amenities that compliment the park like Indoor batting cages or other indoor recreation facility. More separation between walking and biking paths.	1
Signage of the trails and circulation could be improved. As it is there are often bikers on the walking paths. Lighting and safety amenities could also be improved.	1
Restoring and protecting the natural resource base of the park. Providing soft programming so people understand the value of Nature in the city and strive to protect it.	1
Respect for the ecological value of the park rather than a focus on development to make money for the city. Housing and commercial development can take place in other areas.	1
Repave walking/hiking paths to better accommodate bikes/roller blades.	1
Protecting green spaces and nature	1
Please save park for walking, birding, and a natural habitat. Don't destroy it with more development.	1
Permanent trash containers near the "Honoring All Veterans Memorial" to help keep it respectfully clean.	1
Pedestrian and bike access improvement on Portland Ave. Could use sports field and outdoor ice rink. Alcohol allowed during events in pavilion.	1
Paths could use a new top coat	1
Not improved, leave it alone. We are running out of green space in Richfield. We need open green space for migrating birds.	1
no	1
No bikes on the trails.	1
More signage about the park and how it connects to other parks and trails would be helpful.	1
Maintain the natural space; improvements to paths.	1

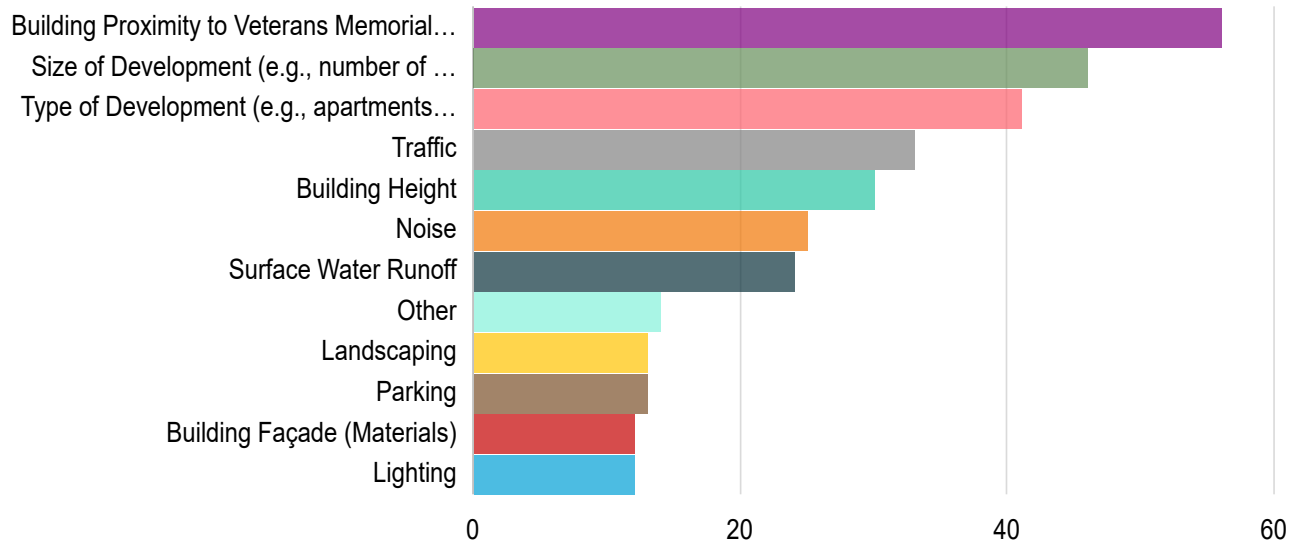
Less commercialization, more focus on maintaining natural areas.	1
Leave the park alone!	1
Leave it alone! It's a little gem in the middle of the city. I doubt my input will mean anything. It seems that when asked for input, it makes no difference to the powers that be. Case in point, all the ridiculous roundabouts.	1
Leave it alone	1
Keep it natural	1
It would be nice to have some interpretive signs about the natural features of the park, such as the kinds of trees and wildlife found there and what drainage the marsh is part of (that is, where the water comes from and where it goes). Also it would be nice to have flower beds to add color to the park.	1
Instead, spend money on maintaining the existing features.	1
Instead of development you should clean up the lakes and protect the park to continue to support the wildlife within it!!!! You have housing and shopping nearby so why would you destroy parkland??? Care for what you have because once it is gone you cannot get it back!!! Do you want another Richfield Lake?? It is surrounded by shopping and housing and look how awful it is!! Full of trash and garbage---UGLY!!	1
Improved, probably not. I realize Richfield would like to raise money through more people paying taxes, but why cannot things be left alone ? The apartment complex near 66/Queen ruined the area. All of the "new" buildings weren't designed to fit into the neighborhoods but rather a inexpensive cookie cutter building. I realize I am most likely in the minority but it just makes me shake my head in shame.	1
Improve upkeep of walking paths and benches.	1
I walk the park daily and think the paths could be improved. More rest areas to take in the wildlife. Some other things like a rose garden or open space is nice. The bandshell is a waste as it is not used and an eye sore. Update the picnic area for people using it. (real bathrooms). Keep T and T as a gas station is necessary for this area. Don't build a high rise. Lots of empty commercial space in the area already.	1
I go to Veteran's park to enjoy nature. I would prefer to minimize additional amenities.	1
I enjoy the many loops available. Lighting would be my number 1 improvement.	1
Fix the walking and biking paths! Leave the Natural part of the park for nature.	1



Fix the leaking floating bridge. Clean up the lakes of trash. Enforce the pedestrian path as a path for pedestrians, not bikes. Leave the wildlife alone.	1
Do not build high density housing. It will ruin the park.	1
Consider Vondlepark in Amsterdam as a prime example of a superb park. More trees for shade and hammock usage, bocce courts and other places for families to gather.	1
Cleaning up the area where the Legion was	1
Bike repair station, e-car charging, community garden	1
Bike connections and paths	1
Benches upkeep... Community center	1
Bathrooms	1
Add and upgrade benches and picnic tables.	1
A safer boardwalk, more unpaved hiking trails, 9-hole disc golf course, grills and fire pits would be fun. Keep the mini golf and farmer's market. Expanded Arts and Nature programming for kids and adults. More use of the amphitheater and the green space nearby. Bocce ball courts. Make it even more fun! Upgrades to benches and picnic spots.	1
A more connected entrance to nature. A gateway of sorts that would compliment the new development and be welcoming to the park.	1
A bike repair station with vending unit of bicycle materials would be nice. Trail patrol by police.	1
1. There could be a few more waste receptacles along the walking paths and I think that free dog waste bag dispensers would encourage more people to pick up after their dog. From our experience, a good portion of the park users (including ourselves) are dog walkers that live in the neighborhood. 2. The large parking area behind the American Legion seems like wasted, unused space. It is always empty save for a parked semi truck or other random vehicles. 3. My wife is a lifelong swimmer and she thinks that the pool could open for lap swimming in the mornings during the summer and that might bring extra business and community engagement. Currently she drives to St. Paul every morning to swim instead.	1
	0

Answered: 61 Skipped: 46

## What are your top three (3) redevelopment concerns for the Study Area?



Answers	Count	Percentage
Building Proximity to Veterans Memorial Park	56	52.34%
Size of Development (e.g., number of housing units)	46	42.99%
Type of Development (e.g., apartments, condos, or townhomes)	41	38.32%
Traffic	33	30.84%
Building Height	30	28.04%
Noise	25	23.36%
Surface Water Runoff	24	22.43%
Other	14	13.08%
Landscaping	13	12.15%
Parking	13	12.15%
Building Façade (Materials)	12	11.21%
Lighting	12	11.21%

**If you responded "Other," what else concerns you about redevelopment in the study area?**

The word cloud requires at least 20 answers to show.

Response	Count
You have one of the best wildlife areas in the metro	1
The impact on plant and animal life in the park.	1
TEST - LANCE	1
Should be Park and or Veteran related aspects to design.	1
Potential for vandalism at the Honoring All Veterans Memorial	1
Maintaining the green areas of the park. It's such a nice natural area and would be nice to keep it that way.	1
Loss of businesses and community spaces	1
Losing nature.	1
I don't want to make more room for cars and e away from biking a walking	1
I am concerned about all of the above. You should not limit it to 3.	1
Environmental impact/sustainability in addition to water runoff	1
disturbance, noise and pollution from construction	1
Add underground parking or plenty of pervious space. Surface water runoff shouldn't be an issue, ther e are regulations that must be met. There's an added safety concern with increased population.	1
	0

Answered: 13 Skipped: 94

**What matters most to you when considering redevelopment directly adjacent to Veterans Memorial Par...**



Response	Count
Wildlife	1
Why? Leave it alone.	1
What matters most is the wellbeing of the many insects, birds, mammals, reptiles, amphibians, and plants that rely on this park as a habitat refuge in an urban area. The marsh and ecosystem it supports clean our water and air.	1
Welfare of wildlife, too many people, park becoming unsafe.	1
Vet's Park is an important wildlife corridor that supports Wood Lake and the nature in vet's Park needs protection. Also I am concerned about our water source and the water that will leave the park via Minnehaha Water shed district.	1
Veterans Park is home to many varieties of birds and other wildlife. It would be shameful to hurt that population.	1
Traffic; namely on Portland (I live off of Portland).	1
To not do anything that would take away from the park or destroy the habitat of the wildlife there	1
To me, maintaining Veterans Park's nature areas around Legion Lake and the walking paths is most important. Before we moved here we had no idea what a wonderful park this was. There is outstanding natural beauty and a wide array of wildlife that inhabit or pass through the park. It is frequented by many birdwatchers and nature enthusiasts--I pass them almost daily on walks with my dog. I would be disappointed if the park became some sort of de facto, unappreciated backyard for a large high density housing development. I am all for developing the underutilized land along the park's southwest corner, but it should be done with respect to maintaining the essence and natural beauty of the park.	1

<p>This part of the community I would hope would remain as many single family units or redeveloped same # units for existing housing. I am concerned that the increase in commercial and residential without parking will create headaches for residents. We bought knowing the area as a quiet single family area.</p>	1
<p>This park needs to be preserved as a space for birders, walkers and people seeking a quiet natural space away from the noise and activity of the playground areas. Unlike Wood Lake Nature Center, Vets Park has not received the care and maintenance on a year-to-year basis to preserve it as a destination. I am concerned if there is large-scale development this park will become a haven for after-hours destructive activity and drug use, and will no longer be a safe place for those who visit. That would be a shame.</p>	1
<p>This is important habitat for wildlife, especially songbirds and waterfowl. I live in Richfield and do not want to lose any of this natural area and do not want light pollution into the park. Any building would need fritted glass to avoid songbird deaths.</p>	1
<p>This area of the city needs some revitalization. It would be great to have small, local options to dine, get coffee and or a drink that would compliment the area. We enjoy this park immensely as a family and I frequently say it is the main thing I have enjoyed about relocating to Richfield. You have a lot of young families moving in, and many because they were priced out of the city. I know we are here now and not sure about staying because we miss our urban neighborhoods. Richfield has a lot of potential to grow in a unique way.</p>	1
<p>The upsetting of the adjacent wetlands, pools, woods, and all of the accompanying wildlife.</p>	1
<p>The two I think of first is how the buildings will integrate into the surrounding park areas. Low height (not more than three stories) and ample green space would go a long way. The park already suffers by having it's northern edge defined by Hwy 62, being "surrounded" by high buildings that utilize every square inch of surface area for building and parking lot would really harm the feel of the park.</p>	1
<p>The park is peaceful the way it is. There needs to be no new buildings. It is already a regional destination and people will come no matter what buildings do or don't exist nearby.</p>	1
<p>The area should remain wild with no encroachment. Veterans park is a jewel. One of the nicest things about Richfield. More housing is not needed.</p>	1
<p>The addition of higher density housing leads to heavier foot and vehicle traffic. With lower income denser housing comes crime. Look to the Hub for retail, brewery, or elevated food options.</p>	1

<p>That you are considering high density low income housing. PLEASE STOP!!!! I know you will ignore these comments and move forward. Just like the city moved forward with all of those ridiculous roundabouts down Lyndale avenue, tearing down property where Lyn65 is for more high density housing. City needs to support higher end places like Lyn65. Richfield has become a restaurant desert and magnet for high density low income housing. Look at 66th street and Penn - France avenue. Now you want to extend all that density and traffic all the way to Portland and beyond? This is the last straw and I'm moving. After living here for 30 years. There are no "engagement opportunities" - that is a complete joke.</p>	1
<p>That there is a building that provides more rental space for lower income people and that traffic is able to get around the area seamlessly without much interruption. That the buildings are accessible to those with disabilities. That there is free meeting space offered in the area for groups that would like to meet. That it does not interrupt traffic on Portland Avenue. Would like to keep the pool and other activities that the community uses for family activities. Enough parking should still be available after redevelopment. The park should remain accessible to the community and the picnic area should still remain operable.</p>	1
<p>That the park and the wildlife are not negatively affected.</p>	1
<p>That the city leaders are trying to use such a valuable asset not only to Richfield but also to our neighbors as a conduit to make Richfield less of a community and more of a city.. Go for a walk in Veteran's Park.. have a picnic by the Farmer's market, play miniature golf, seek the serenity of the war memorial.. then go for a drive to 50th and France and see what crammed development can do .. Don't do this to our community!</p>	1
<p>That promises (even "we'll do our best to make that happen") get upheld with accountability from local government.</p>	1
<p>That no development occurs and the economic value of the park be considered.</p>	1
<p>that it ties in with and does not over shadow the park</p>	1
<p>That it integrate well with the park, not be an eyesore</p>	1
<p>that it adds to the park and does not take away from it. This means are there things to do or see or spend your money at when you are done visiting the park or vice versa to go visit the park after you have done , seen, or spent money at you want to relax and take in the outdoors at Veterans Memorial Park</p>	1
<p>That development not detract from thriving wildlife in the area.</p>	1
<p>That design does not encroach upon the Honoring All Veterans Memorial</p>	1



TEST - LANCE	1
Space , it's nice to be able to see 1000 yards in all directions without something being taller than a home.	1
Ruining green space. Ruining the character of this town. Eliminating precious single-family homes, ruining the natural area. I.e., don't do those things.	1
Richfield has plenty of unused retail space and potential areas for redevelopment. It makes better sense to focus on filling this up, prior to taking this project on.	1
Richfield has a gem of a park with Veterans Memorial. I think the ability to get away from city life is possible in the park the way it is. We didn't need the pavilion (water under the bridge now). And we don't need a bunch of apartments looking down at the park. So what matters most to me is keeping the park a area with trees, water and serenity. I know we have airport noise, but that is most of Richfield. KEEP IT THE WAY IT IS!!	1
Preserving what green space Richfield has left for the health of its citizens. The environmental impact of the project. The amount this development would contribute to climate change.	1
Preserving the natural space as much as possible. Urban trees canopy create innumerable benefits including fiscal. Studies show kids do better in school when they have access to green spaces. If we want to protect our urban habitat we have to de-commodify every stretch of green space. You should consider expanding the tree canopy into the lawn along 66th to the east of the folly (AKA bandshell). Areas with more trees correlates to people with improve breathing and lung health, improved water management, lower urban heat island.	1
Preserving the largely natural character of the park while allowing for reasonable residential and/or commercial development. I'd prefer that any development have landscaping that would be appropriate for its location next to the park.	1
Preserving the integrity of the park.	1
Preserving quiet residential neighborhood, preserving natural aspects of the Park	1
Pollution and trash. Inherently will be many more people in direct contact with the area, that may or may not care about preserving the park. Almost certainly will end up with way more litter.	1
Personal safety and preservation of wild spaces within the park.	1
Parking and vandalism at the Honoring All Veterans Memorial.	1
Park overuse.	1

not overpopulating the area. Too many people in the park, too much traffic. The pool is already often very busy which would only be more so. We came to Richfield to live in the "Urban Hometown." I don't want big buildings and tons more people and more crowding of the park. It will also detract from the beauty of the area.	1
Not over crowding the area with people and traffic and maintaining the urban home town feel.	1
No more apartment buildings	1
Needs to make area Lively and easy to bike and walk around	1
Moving Richfield forward with useful amenities that will bring in new residents and serve future/younger residents. As a resident who moved to Richfield from Minneapolis, I still find myself heading back in to the city for many bars/restaurants, coffee shops and tap rooms.	1
more housing is needed to make overall housing more affordable.	1
Minimize impacts to the park (follow NEPA/MEPA & MPCA).	1
Maintaining the desire for residents to want to go to the park with a large multi-story residential complex in the middle of it. 1. Ensuring parking restrictions to guests of the pool/hockey rink without having paid lots. 2. The safety of the park 3. The cleanliness / upkeep of the park 4. Bringing in the right kind of commercial businesses.	1
Loss of habitat for existing wildlife. Noise and trash!!	1
loss of green space, increased foot traffic, increased litter.	1
Losing green space, traffic volume, noise, people losing their homes.	1
Less concerned about height or density of buildings; up to 4-5 stories would be fine as long as the buildings are up against Portland, and lower closer to the actively used parts of the park. Most important is quality architecture and building materials, timeless design built to last and blends well with surroundings.	1
Keeping our city accessible and diverse, environmental sustainability, increasing options for shopping, dining and socializing	1
Keeping crime low, congestion, the empty buildings that need addressing already in the neighborhood. The old Rainbow, old Payless, the random empty structures on 66th and 1st need development before this area of Richfield. I am really opposed to having high density housing so close to my house. It makes my neighborhood feel less intimate and more suburban.	1
Keep the feel of an open community park. Keep the pool and ice arena, we love them!!!	1

Keep as park .. no 350 units	1
It would be great to have an “upgrade” for families, as we already use veterans park frequently. We would love to get more use out of the space without compromising the environment. Rosland park in Edina made upgrades to modernize and it gets a lot of use with a great Art Center as well and disc golf. Very family-friendly is the theme, so if residential is considered, make sure it would work for the modern family (condos, and not too many). The park is a gem in our city, so the least amount of environmental impact is best. Something that captures the flair of our diverse town would be incredible!	1
It takes the beauty of veterans park away from the general public. I don't want to drive down Portland or 66th and see buildings, I want to see the park.	1
It should not intrude on the park or block views of the park for nearby homeowners.	1
It should NOT be developed.	1
It should be strictly put up for a vote by the citizens. No intervention by City Council and developers/contractors.	1
It should be kept natural. No multi unit housing.	1
It needs to be done with the current community in mind. I think changing out old apartments for nicer apartments or townhomes is great, but if these butt up against single family homes, design it so that the privacy of those homes are protected. I actually like the idea of townhomes replacing some of the current smaller apartments, as townhomes make a better transition from residential. Also, consider current community favorite businesses. My husband and I go to iTaco (grocery) frequently for specialty ethnic groceries. I'd love to see more businesses like restaurants and breweries move in, but care needs to be given in how to transition from residential to commercial.	1
It need to fit the park environment. Throwing in retail or housing doesn't fit. Choose amenities that fit with parks or recreation.	1
It is a valuable area because it is a natural habitat for many birds and animals. This value needs to be preserved	1
It is a natural , peaceful place. Don't destroy wildlife by building big housing units.	1
Influx of too many people causing park and facilities to be overcrowded and noisy. I like the wildlife at the park and would hate to see it unduly disturbed!	1
Improving on the areas ability to be a community resource and improving equitable growth of living options.	1

<p>I'm incredibly concerned about developers coming in from outside our community and gentrifying the area. East Richfield has many low-income families and renters and I worry that rent will increase in the area to match the high rents associated with new development. Also I think new buildings should try and blend in with community buildings that already exist in the area. I'm so tired of feeling like I don't belong in my neighborhood because I can't afford to live in the fancy modern architecture that developers love (like what's happening with the 66th and Lyndale redevelopment.</p>	1
<p>I'm concerned that it will be replaced with an auto-oriented building design, when it's location next to the park is ripe for pedestrian and bike focused infrastructure</p>	1
<p>I would like to see the Legion post 435 be a big part of the development of the property that the legion now stands on. It would be a great amenity to have it facing the "Honoring All Veteran Memorial" where veterans and visitors can relate to both. The memorial will continue to grow beyond my lifetime and would be a great legacy to leave behind a statement of honor to those who served.</p>	1
<p>I would like to see multi-use development with ground-level commercial. Pedestrian friendly, green space, connection to the park, public establishments.</p>	1
<p>I go to Veteran's park to enjoy nature. I do not want the wildlife to be detrimentally affected by more people and noise.</p>	1
<p>I don't support any redevelopment the park need to be left alone It doesnt need to be ruined for more retail we don't need or apartments</p>	1
<p>I don't want my property value to go down. Even starting this project has possibly affected my property value. People might not want to buy my home if they know it is slated to be torn down in the near future. I'm pissed!!</p>	1
<p>I do not want a thousand more people living close to the park. Part of the charm of the area is that it's not super crowded all the time, and I wouldn't want a lot more people around.</p>	1
<p>I am really hoping that the space is used to maximize development but also ensuring that there is a good mix of businesses and apartments/condos. It would be great for this area to see more pedestrian friendly opportunities to shop, eat, and recreate easily</p>	1

I am on board of The Honoring All Veterans Memorial located in Veterans Park, north of the proposed development site. Whatever future decisions are made should consider the proximity to an existing memorial that deserves respect for personal quiet reflection. I would hope the planners would consider developing the space on ground floor as a viewable and easily accessible area to the Memorial. It would be ideal if the American Legion Post is given first option to occupy that ground floor space. Adequate parking immediately adjacent to the handicap sidewalk entrance is a necessity, especially when we conduct Veterans holiday events throughout the year. The HAVM Board members would be happy to meet with the City Planners if needed. Thank you for this survey. Respectfully submitted, Brian R. Peterson.	1
Green space incorporated into use of land.	1
For development NOT IN the park I would be concerned about increased traffic since I live on Portland Avenue and 73rd Street	1
Flow of traffic, proper design time, public space to attract people.	1
Destruction of natural habitat, noise pollution, over use	1
construction timeframe/level of interruption	1
Avoiding negative impact on birds and other animals that live, nest, and migrate through the park	1
	0

Answered: 87 Skipped: 20

**What do you like about the precedent development examples? Please explain.**



Nothing!	2
Nothing	2
Underground parking for residents, their own private amenities (pool / playground / green space), interior streets, smaller scale developments (less stories), Significant lighting of exterior spaces for safety.	1
They all look nice but the 4 story or taller buildings immediately adjacent to a park (like at Centennial Lakes) give it a feeling of an urban manmade park that just doesn't work for Veteran's. So I like those ideas and some mixed use on the south side of 66th but on the Legion site or the Funeral Home if it ever redevelops I think going taller than 3 stories would be a really bad idea, possibly even capping it at two.	1
The proposals are not clear on the website of what it will mean. How many buildings are being proposed, what height, how many units, etc.? Please update us with more info.	1
The examples seem to be unnecessary when considering all of the spaces within Richfield that could use much care and attention.	1
That they are not in Richfield	1
TEST - LANCE	1
Pedestrian connections and landscaping are important. Preserve as many mature trees as possible.	1
Nothing. Leave it alone.	1
Nothing. If it becomes housing it will undoubtedly be unaffordable for the average citizen.	1
nothing no changes are needed	1
Not sure.	1
Not a damn thing.	1
None!!!	1
NONE of it	1
No development would be better for nature.	1
Nature..recreational opportunities.. Wildlife..birds..	1
NA (I haven't been able to find those, sorry).	1



Looking at examples #34 Gabella @ parks development in Apple Valley and #36 Ecumen Seasons Senior Apartment in Apple Valley. I would like to see no more than a building with a maximum of four floors with the lower floor being for Legion post 435 and business that would help the community with store fronts that faced Portland Ave. Parking should be all around the building with underground parking for the residents of any apartments. This would not crowd the parking lot for the visitors to the Memorial Park or the veterans memorial and have plenty of room for the shoppers of the retail businesses.	1
I would prefer the smaller, shorter buildings.	1
I would like the area to be accessible for pedestrians and bikers and attract a diverse group of residents.	1
I really like the Henley apartments and Centennial Lakes examples because they offer a good mix of residential and office/business development while still including natural elements and connecting easily to the surrounding area. I also enjoy the Excelsior and Grand example since it connects easily to surrounding parks and provides more opportunities for individuals to live in the area instead of single residential spaces.	1
I really don't, but realize it is inevitable.	1
I love the idea of bringing more businesses to the area. I do not like the idea of condos and apartments. One reason we moved to this area was for the more urban feel and to be out of the cities. Adding all these medium and heavy size living complexes is not helping with the urban feel. What Richfield needs is grocery stores, restaurant options and shopping options.	1
I love that we're hoping to bring more new families and residents to Richfield with the increase in housing available.	1
I liked the connection of living to green space in a number of the examples. The variety of living options was nice as well.	1
I like upgrading infrastructure.	1
I like the penn and Coventry townhomes for their modern appeal and private entrances. These would make good transitions from single family homes to larger apartments or businesses. I like sienna apartments for its underground parking that allows for more green space and landscaping above. I like the mixed use of excelsior and grand and would love to see a coffee shop, ice cream parlor, restaurant, or brewery move in. For high density to replace the old legion building, I like the look of the lakes, with its asymmetric modern design. All of the examples with gabled roofs look outdated and out of touch. Richfield already has too many senior living communities. I'd like to see more modern buildings that attract young professionals and young families	1

I like smaller scale up against the park. The 3 story buildings I think are best. I think mixed use with the ground level being retail/food/drink would also be nice. Would be nice for having a day out at the park where you can easily stop off for a snack or whatever.	1
I like landscaping that elevates the curb appeal of the neighborhood. I also like pedestrian and bicycle connections.	1
I like 66th street the way it is with single family homes and the existing apartments along with a few small businesses.	1
I don't understand the amount of "development" you are talking about..however, the recent development on the east side (cedar Avenue) certainly has more Police reports now than any other part of our community.. what will keep that from spreading to new development in the Veteran Park area..	1
I don't like them	1
I don't like the idea of anything taking the place of the existing Pool, Ice Arena or land where the Band Shelter just was built, or where the picnic area/playground area is. I do like the idea of something more useful to everyone being in the VFW and Morris Nielson area (if they are both being sold?) such as a grocery store and restaurant. I feel the same for the area right across the street on 66th--that I would be open to low level construction that is useful to the whole community. I've heard the idea of a larger Community Center being built here, which I feel would be perfect use of this area on the corner!	1
I don't can't say I like any of the precedent development example. We have plenty of multi unit housing space in Richfield. Look at what is being built across from Target.	1
I do not want development in the park.	1
I do like multiuse development, and I think the area could benefit from some higher density use that would promote a more pedestrian friendly use.	1
I believe the right areas are being explored, but please be sure that we don't compromise too much of the park spaces by building nearby. It's already got a great blueprint for a community-based, centralized hub for recreation. Businesses should complement that vibe/aesthetic.	1
I am open to the type of building that is built in the area. If housing units are proposed for the corner of Veterans Memorial Park then it should include a public space like a restaurant, space that people can rent like the American Legion has. One of the other corners on Portland Ave and 66th street can include a gas station or convenience store and another corner can include a restaurant or bar. This would make the area more vibrant. It would be nice for some of the buildings to have flowers and a tree in front of it for decoration and enough lighting. It would be nice to have a free meeting space if people want to book a room for up to 50 people - a place with either a couple of tables and stackable chairs or just chairs, etc.	1

High quality construction built by local construction workers to maximize the benefits to the surrounding communities.	1
Don't like any of them. Inappropriate for Vets Park area.	1
Consider the Chamberlain apartments, there are multiple cars and traffic constantly flowing into and out of the area. We used to go on walks here but with all the traffic it's becoming less safe. This is what I fear for this development.	1
Community space.	1
Basically nothing. At least the "improvements " seem to be on the other side of 66th.	1
Again I'm very concerned about the size of housing and how that will affect the pond/wildlife and congestion of having more people living so close by. Turning onto Portland 1 block south of 66th already feels dangerous and is often very difficult for pedestrians.	1
Absolutely NOTHING. It will probably lead to crime in the park as well.	1
**In all honesty, I despise the look of most of the examples. There is an epidemic of horrible cookie-cutter design elements in so many new developments. Please, no orange! My favorite examples are Excelsior & Grand, The Edgewater, and Parkway West. These buildings blend in to the surrounding area well and don't look so "replicated". Small extra investment in aesthetics could have lasting positive effects for the city. I think that a group of smaller buildings would look more like a neighborhood than a mega-structure that envelops all the new housing. Natural landscaping is a plus. As with any walkable park, I think pedestrian connections are definitely important. I'm sure ample parking could be accomplished from a good underground parking space/ramp if this will be a large development.	1
	0

Answered: 50 Skipped: 57

## How would you characterize a sustainable development?



Response	Count
Well built with quality architecture that will stand the test of time, paired with ecological innovation in stormwater, solar, less pavement area, etc.	1
Unnecessary!	1
Thriving of wildlife!	1
the one that is not built	1
TEST - LANCE	1
Sustainable means increasing infrastructure and related services to match. Developers don't add funds for schools, sewer, water and roads when they plop down 80-120 unit apartments. Sustainable also means not adversely affecting the surrounding areas with lighting and adverse natural conditions (like sun).	1
sustainable is leaving everything hoe it his so the park isnt ruined for other generations	1
Sustainable development means building with future generations of Richfield residents in mind. I know that I am just one voice. At the end of the day what matters most is getting a collective idea of what this neighborhood/community needs, for both now and in the future, and pursuing that idea.	1
Sustainable development includes choosing not to further commercially develop some areas, focusing instead on preserving and increasing their ecological value.	1
Stop developing and leave some green space. Do you really need to pave every square inch of Richfield?	1

Something that used sustainable resources and techniques in construction and design (GREEN)	1
Something that has opportunities to grow and change with the times as it ages	1
Something small and the environmental aspects of the park taken into consideration.	1
Ridiculous and unnecessary.	1
Retains balance of green space and people. Saves trees. Doesn't block views of the park Doesn't threaten wildlife	1
Rent control and placing limits on the % increases in rent year over year, including increases between new tenants. New buildings should have requirements for % of reused/recycled materials and folks should put solar on top of the buildings. We should try and have rainwater reclamation built into the landscaping. Also, we need municipal compost, both in the area, and across Richfield. I think we should also try and find ways to ensure that there's both enough parking, but that we aren't wasting space by having parking lots take up so much space, so maybe underground parking garages (esp. for the high density) and an increased prioritization of connecting people with metro transit.	1
One that would not generate unreasonable levels of traffic and noise or fundamentally change the character of the general neighborhood.	1
One that sustains nature and not destroy it for "progress".	1
One that does not take away green space.	1
One that allows for a cohesive environment for new opportunities without harming the good things that were there before the development began. Safety to citizens is a critical component to any development these days.	1
One that adds to the vibrancy of the community but does not intrude too much upon existing green areas and wildlife.	1
Not knowledgeable enough.	1
not allowed	1
No further development	1
No development at all.	1
More single homes that are larger than the typical rambler here. Restaurants and Brew Pubs. Tear down the Hub instead of ruining Vets park. That place is an eyesore and should be #1 priority for Richfield to address	1

Mixed use, retail and commercial public space on the lowest levels and mixed use housing above. Some lower income housing, mixed with higher end properties to take advantage of the surrounding properties, views, access to "things of interest" and something that adds to the community.	1
Meets the needs of the community without depleting or degrading natural resources	1
Leaving green space undisturbed where it belongs.	1
Leave it alone.	1
Keep it as park..no development since all houses were removed in past along Portland	1
It preserves the character of the park environment, above all, and does not invite lots of more vehicular traffic.	1
It doesn't take more than it gives back. Whether it be compost, reusable energy, pervious pavement, reuse rain roof water.	1
I see sustainable development as green spaces. In an economic sense I see it as developments that offer continuous long term funding or services to the immediate community.	1
I guess I don't really understand the use of the word 'sustainable' here? Sustainable by whom?	1
Housing that is and will remain affordable for Richfield residents as well as businesses/office space that is relevant to our communities current and future needs.	1
Have no idea what this means?	1
Green infrastructure (green space, plants, pedestrian/bike friendly) storm water friendly pavement, energy efficient building.	1
Good thought of use of space and materials used in the space.	1
generates enough tax revenue to cover public lifecycle expenses - see StrongTowns.	1
Fits in with my neighborhood.	1
environmentally friendly, uses solar power and green technology , has minimal long term impact on the park, the contractor pays the workers a decent and fair wage and union labor is used.	1
Development that would serve the community without being an eyesore down the road 20 years. One that would sustain a tax base far into the future with both the commercial and residential use.	1
development that is actually wanted by the citizens of the city	1



Development that balances habitat preservation and improvement with racial justice and sustainable growth. Seeing green space and habitat as an urban good versus paved development.	1
Carbon neutral, pedestrian/bike friendly, minimal traffic increase, minimal noise increase, increase (or at least no loss) in green space	1
Buildings built to last with modern energy usage and environmentally friendly materials while protecting the park land.	1
Building into brown space and not into green space.	1
Ample parking, amenities for residents, access to public transportation.	1
Adequate green space, storm water management	1
A sustainable development to me is a development that is thoughtful and conscious of the materials being used but also thinking about using green technology to power these new buildings. In addition, thinking of rooftop gardens could be an interesting concept. In addition, being mindful to limit the amount of runoff is important.	1
A development that successfully considers its environmental, energy, cultural, and community impacts and finds ways to fit in (and not stand out) to the existing (environment, energy, culture, community)	1
A development that preserves the greenspace around it and adds some additional trees or flowers on the property around the buildings. It should allow for the containment of water and allow water runoff in the right direction from heavy rains and snow melt. It should not emit a lot of gas into the air and should be insulated properly. Something that does not pollute the environment to a large extent and can help curtail climate change. The use of the right building materials to make it more environmentally friendly.	1
	0

Answered: 53 Skipped: 54

Please provide any other comments you may have about potential redevelopment throughout the stud...



This park is vitally important to birds and bird watchers from far and wide. It provides a rare confluence of low-impact human activity and nature. Please do not let its unique relaxing, natural character be diminished. For example, the green space between Legion Lake and 66th Street should not, under any circumstances, have any structures add to it. It is very important for the sanity of city dwellers to have such scenes available to look at and/or walk in. Natural species must be protected. There are many other places in Richfield where development or redevelopment can happen. Vets Park should be disturbed as little as possible. If new multifamily housing is desired, let it be restricted to lots in the area that already have aging apartments on them or the veterans center, etc.

This is off topic probably, but years ago Richfield wanted to build multi story buildings to get older folks out of their homes to free up homes for younger people. If you look at what is being built by the Target store.. number one anyone living in a residential home probably can't afford the cost of these places and secondly they are multilevel. Now I don't think people are looking to move out of their one story homes and into something they have to go up and down 3 stories..Just saying.

This is a great area for families and kids, and I don't want it to turn into something massive. It should maintain its character whatever is done.

There should be long hard decisions made with thoughts not only of gain that leaders think may come from development in this area but also of the loss there can be to those who use the park as it is now.. Not only the people but all the natural plant and animal species that are affected with development.. PLEASE DO A LITTLE GREEN THINKING!!! It's not all about \$\$\$\$

The redevelopment ideas are a good opportunity to revamp this area of Richfield and modernize it. it should include a good mix of residential, commercial and recreational that can bring additional tax dollars to Richfield.

The project seems to value the land as measured in dollars. Of course, more taxable income for the city would follow. Please consider the value this land adds to our community that is immeasurable. Children use that area to fly kites. Play catch with their parents. Go sledding in the winter. Families bring blankets and picnic out there. People in our community go to the park to experience a bit of nature and to try to get away from the city. Looming buildings would ruin that. Adding a giant parking lot next to the lake would ruin that. You're forgetting what the park is already giving to us. It's a place to exercise and breathe fresh air. Don't forget to value what makes a community a community.

The park is peaceful the way it is. Larger buildings along 66th Street would detract from the beauty and peace of the park. It is already a regional destination and people already come here without adding a denser population. If any development is done, 66th Street from 12th Ave. to Cedar Ave. could instead use a facelift with so many small businesses along the street.

Thank you for allowing us to have input. I wish the community center project would still happen, as I feel strongly that it would bring more use to the park and build a stronger community for our families. If there is need for more input, I am happy to participate in other forums: Aric Bieganeck 6833 2nd Ave S 7636004998	1
TEST - LANCE	1
Stop!!!! You are tearing this city up enough!!	1
Slower traffic, improved transit, and better pedestrian/bike infrastructure on Portland Ave will be essential to making the area safe and accessible for all.	1
Please stop devaluing our natural spaces in East Richfield. Just because more people of color live in this half of the city does not make our green spaces less important or valuable. Do not allow greed to further imperil the ecosystem at the park. Clean water and clean air are priceless and critical for the health and wellbeing of all residents.	1
Please listen to those who do not wish this area developed any further.	1
Please listen to homeowners	1
Please do not encroach on the park itself, especially the wild spaces. When the weather is nice I take walks there almost every day. I enjoy the wildlife, the flora, and the peacefulness. Wood Lake does not have the same 'vibe' and I would have to drive there vs. being able to walk to Vet's Park.	1
People need a quiet natural place within reach of their homes. Trees and Marshland do wonders for people and their mental health.	1
Parks are gathering places. It is crucial to utilize them as community spaces and not retail or housing. The Hub is a good example of poor choices. If the hub had been made into a park it would offer more to the community than it does currently. It is in dire need of revitalization. Don't just give up and move on to destroying another green space. Adding more retail chains or a pharmacy would do nothing to benefit the community that already lives here. Elevated dining or a brewery/brewpub would be a welcome addition compared to convenience stores or chains. Adding high density housing on the edges of the area in question would block off the park from the community. You would essentially be selling off the park, it's view, and use to a housing complex. How does that benefit the current community? How many of the examples of developments provided, have lower level offerings to the community?	1
No more apartment buildings. Its RUINING Richfield	1
My biggest concern is to protect the "Honoring All Veterans Memorial" from vandals. We should respect all those who have their names engraved and the future names to be put on the memorial. With the legion being a good neighbor, I think this can be accomplished.	1

Make a new community center for resident to use for social activities. Ties in with the pool , golf and hockey. Don't destroy the park	1
Leave Vets Park alone. Read the Aesop fable about killing the goose that laid golden eggs	1
Leave as is..makes Richfield a livable community. No condos etc.	1
Just leave Vet's Park alone.	1
It should be done with Prevailing wage and local hire preferences	1
It seems Veterans Park is looked at for re-development over and over because of the land available. The park is a treasure in our city. It is a place to enjoy quiet and wildlife, to walk and bike. I'm fine with upgrading current amenities but not ok with adding new amenities. I believe we should preserve the green space we have. It offers a respite from hurried life. To be able to be in nature in the middle of the city is of great value and one of the reasons I love living here. Portland and 66th street traffic is very heavy already and building condos/apartments with mixed use businesses along the project area will increase traffic on these roads. Bringing additional traffic could be problematic for traffic and pedestrians considering the plan to decrease Portland from 4 to 2 lanes north of 66th street.	1
If purchased , buyer provide space facing memorial for Legion activities (Meetings, Ceremonies, food and drinks	1
I want a Labyrinth walking path at Vet's Park! Can this happen?	1
I think if the corridor along 66th is all converted to medium-density housing, traffic will be an issue since 66th was converted to one lane (which I think was a mistake). I get a little nervous about having a lot of rental units vs ownership units with the proximity to the park. Non-stakeholders will have less incentive to keep the area clean. But also understand the need for rentals.	1
I think building up across the street from the park makes a lot of sense but am VERY hesitant about building up directly adjacent to the park. To me the different parts of the study area should be treated very differently.	1

<p>I really would love to see "development not displacement" listed as a priority for this project. Existing community members shouldn't be evicted or alienated from our community for the sake of having a prettier street. I think that priorities should be given to local businesses (both in construction contracts and in the businesses that eventually occupy those spaces). We don't need another walgreens or dairy queen in the area. We need places where community can thrive. Also I think it would be neat to include a nature/sustainability/climate change educational feature in the area once it's completed, even just a sign/poster thing that folks can read and learn more about what was done here. (Kind of like the rain water reclamation sites along University Avenue near Hamline Avenue in St. Paul). I think that what you did to the American Legion was a dick move, and I worry about what might be done to other small locally owned/community run businesses in the redevelopment area.</p>	1
<p>I love the idea of bringing more businesses to the area. I do not like the idea of condos and apartments. One reason we moved to this area was for the more urban feel and to be out of the cities. Adding all these medium and heavy size living complexes is not helping with the urban feel. What Richfield needs is grocery stores, restaurant options and shopping options.</p>	1
<p>I love living close to veterans park. As it stands, I am one house away from preexisting apartments that border the park. If changes are made, I'd like those changes to ultimately raise my property value; not lower it. Don't have commercial immediately adjacent to single family homes, and don't have apartments that will tower and dwarf single family homes stand immediately adjacent. Otherwise I am all for redevelopment. Walkability was a big deal when we picked our house four years ago, and I'd love for this area to be even more walkable!</p>	1
<p>I live within three blocks of the park, so while not in the study area I am immediately adjacent to it. I run through the park several days a week. I worry about traffic, noise, and losing the sense of being away from the bustle that you can get in the park.</p>	1
<p>I feel that the openness and welcome feeling that Veterans Park has now for the whole community needs to be kept--this is a place to come to walk, bike, play, meet friends, see others from the community at places like the Pool, Farmers Market and Concerts at the Bandshell. Blocking that NE corner with a big wall of apartments or business would really be sad.</p>	1
<p>I am really excited about this project and hope that the project will bring more retail as well as residential space to the community. In addition, I hope that the development has some affordable housing options to allow for a wide range of individuals to live in this space and not just high income individuals. I am also interested in seeing how the project can support Richfield and create more destinations for people to come to and experience all that the city has to offer!</p>	1
<p>GREEN SPACES are an important city asset now and in the future!!!!</p>	1
<p>Get rid of minimum parking requirements to fully take advantage of the investment in bus rapid transit.</p>	1



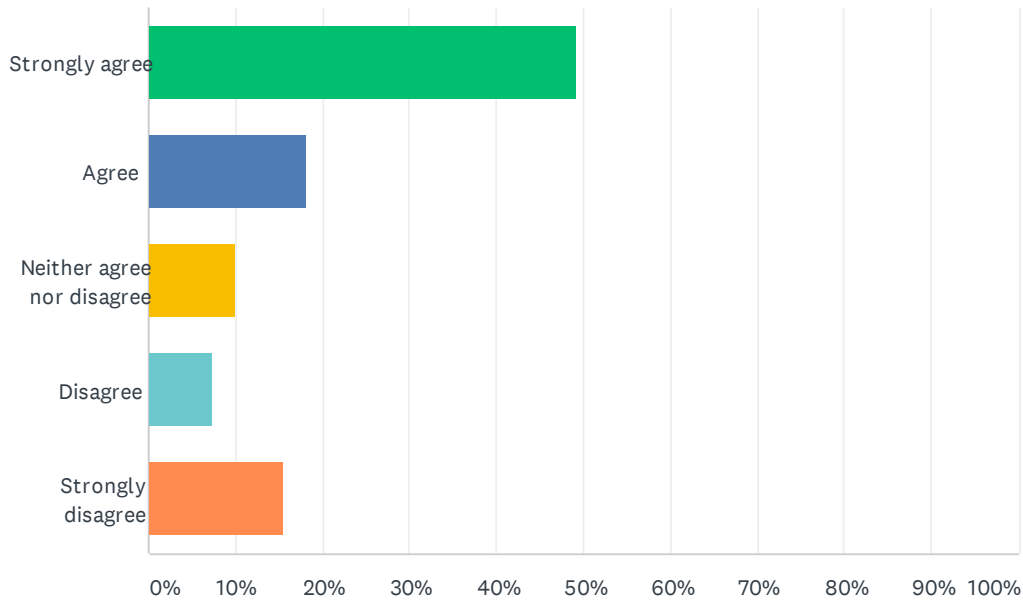
Do not develop it. You will ruin the park, the water park, and the ice rink.	1
Developing commercial and small business opportunities in the area would increase tax base and offer updated buildings and appeal. I also hope it won't move existing ones from the area. I love the park cause it's an escape from the city. Don't build a city around the thing. If we wanted to live among condos and apartments I would have bought a house downtown Minneapolis.	1
build baby build	1
Again, I'm not thrilled at the idea of making high density housing or anything more than 2 stories high. There are many places around the hub that need attention before a project changing the landscape of the park and residential feel of the veterans park neighborhood. Please don't build monstrosities in the neighborhood that would make it regretful for me to have bought a house in this area.	1
Adding apartments to an area with traffic issues already will only make it worse. There are enough empty retail buildings in Richfield - we do not need to build new retail spaces. Apartments can be built other places than adjacent to park. The fact the park doesn't bump up to housing makes it feel safer. Richfield is the hometown suburb - Hometown to me means single family housing, not stacks of apartments on each other, quit taking away the small town / home town feel of Richfield.	1
	0

Answered: 51 Skipped: 56

# ATTACHMENT B - SURVEY 2

## Q1 Personal Connections: Support redevelopment projects that preserves and enhances the ability of residents and users of Veterans Memorial Park to make personal connections to the park.

Answered: 110 Skipped: 2



ANSWER CHOICES	RESPONSES
Strongly agree	49.09% 54
Agree	18.18% 20
Neither agree nor disagree	10.00% 11
Disagree	7.27% 8
Strongly disagree	15.45% 17
<b>TOTAL</b>	<b>110</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	Not sure what that means	5/13/2021 2:38 PM
2	Are you asking if we need better paths for access and more parking for the park? Yes. People need to be able to park close by the veteran's memorial not way over by the playground. That lot gets full on busy days and is too far for many to walk !	5/12/2021 9:54 PM
3	Really don't understand where you are going with this question. You want to know if we should have more sidewalks into the park to promote access?	5/12/2021 9:48 PM
4	As long as it's not multi unit housing or tall buildings.	5/10/2021 7:25 AM
5	don't want to loose the natural habitats for all to enjoy while not making profit	5/9/2021 9:54 PM
6	The continuity of park usage should not be damaged by redevelopment just for profit	5/9/2021 2:25 PM
7	key message here is RESIDENTS	5/9/2021 10:07 AM
8	It fine just as it is	5/9/2021 9:47 AM

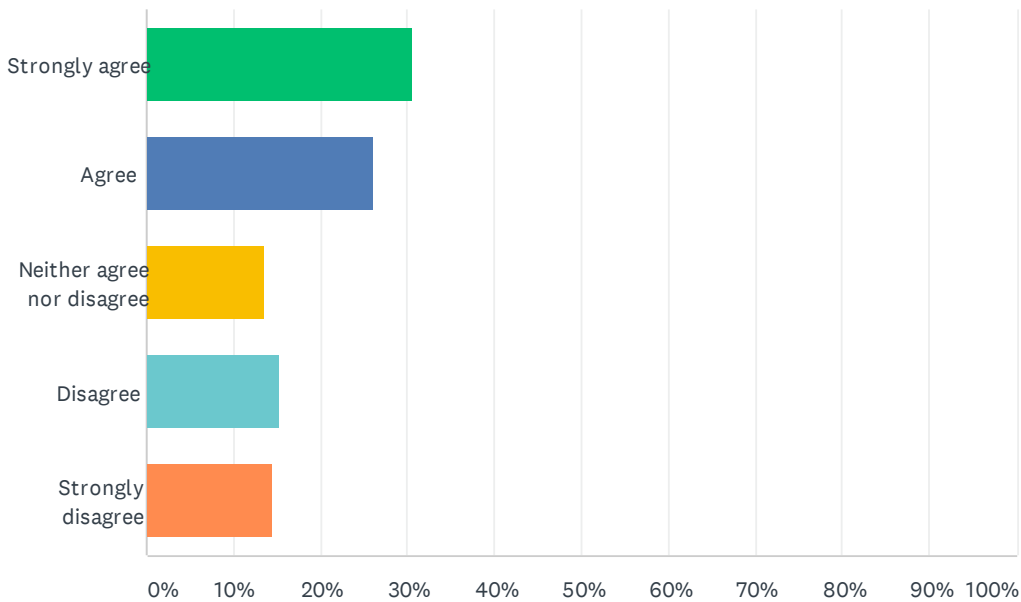
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9	I support projects that enhance the park itself- repaving paths, a sound barrier on the Northside along 62, increasing native plant gardens.	5/9/2021 8:44 AM
10	Although Veterans is a "premier " destination in Richfield, it still has the feel of being a "quiet park". I would like to preserve this as much as possible.	5/8/2021 7:04 PM
11	I do not think the park needs to be redeveloped.	5/8/2021 4:29 PM
12	Your redevelopment will ruin the park w/private development.	5/8/2021 4:29 PM
13	This is a stupidly worded question. What is a personal connection? Is that to a tree or connection to a skyscraper? Could mean both. So I don't connect with sky scrapers. Does that make sense? Or do you think this is a stupidly worded question. Please call me any time.	5/7/2021 10:25 PM
14	Keep as is	5/7/2021 8:33 PM
15	I think the land from the area should be part of the park and kept a natural area.	5/7/2021 6:38 PM
16	This will bring more traffic to streets that were once 4 lanes but are now restricted to two.	5/7/2021 3:57 PM
17	Do not allow new building in the park that belongs to the residents of Richfield and not to only our city leaders	5/7/2021 2:00 PM
18	There is no mention of the Legion -- the Legion needs to have a strong, highly visible building onsite. They have been there for over 50 years.	5/7/2021 10:38 AM
19	Leave the park alone. Of anything add to the green space bot surround it with high density housing.	5/6/2021 9:54 PM
20	This shouldn't even be a question. Veterans park is one of the best parks in the state, it would be a complete shame to build Apt/Condos anywhere close to this landmark...	5/6/2021 8:13 PM
21	The only enhances needed are new paths. Let the park be.	5/6/2021 5:10 PM
22	"Preserving and enhancing" can be defined too many different ways for me to give a reasoned answer to this.	5/6/2021 4:53 PM
23	I reject the premise of "redevelopment"; it's code for ruin the park evermore	5/6/2021 4:44 PM
24	Neither additional development nor redevelopment would enhance the community or the park.	5/6/2021 4:03 PM
25	This questions assumes "redevelopment" is positive.	5/6/2021 3:09 PM
26	What exactly needs to be redeveloped? Highrises surrounding green space is a terrible idea...Richfield has developed enough by displacing single family homes	5/6/2021 2:16 PM
27	No high density housing near the park!	5/6/2021 1:35 PM
28	Keep the legion	5/6/2021 1:30 PM
29	No redevelopment, please. Keep the Vets Park area residential as it is now.	5/6/2021 1:22 PM
30	No more Developments no more TIFs let us realize the pros and cons of existing developments first	5/6/2021 11:11 AM
31	It would depend on what the redevelopment is. No apartments or housing!! Open land is not plentiful anymore, and it is wonderful to have the area for walking, picnicking, etc. Please do not put housing there - as like the housing by target, it looks terrible and makes everything look scrunched together. Housing of any kind, particularly hi-rise, would take away from the area's charm	5/6/2021 11:11 AM
32	As long as the plans fo mot take single family homes.	5/6/2021 11:05 AM
33	I believe a community center where the Legion currently is would greatly enhance the park	5/6/2021 10:53 AM
34	Would like to see more trees, maybe a garden, integrated art/sculptures in open areas, etc. Also is a great space to see urban wildlife. I heard there were otters I have yet to see and that keeps me coming back to find them :)	5/6/2021 10:43 AM
35	What are you trying to ask by this question? How do you intend for people to make an individual connection??	5/6/2021 10:04 AM
36	Do not take people's homes or scum up the view with tall apartment buildings	5/6/2021 9:59 AM



**Q2 Park & Neighborhood Connectivity: Increase connectivity to Veterans Memorial Park by incorporating vehicle, pedestrian and bicycle connections between park destinations (e.g., the memorial, lake, ice arena, and swimming pool), neighborhoods, and redevelopment sites along Portland Avenue and 66th Street.**

Answered: 111 Skipped: 1



ANSWER CHOICES	RESPONSES
Strongly agree	30.63% 34
Agree	26.13% 29
Neither agree nor disagree	13.51% 15
Disagree	15.32% 17
Strongly disagree	14.41% 16
<b>TOTAL</b>	<b>111</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	Bicycle lanes within reason, not dominant.	5/13/2021 2:38 PM
2	Improve the parking and the sidewalks into the park like along the 66th street entrance to the ice arena has no sidewalk walking in and there is currently no path to connect to the walking paths as they only made a path to the bandshell!	5/12/2021 9:54 PM
3	Connection to memorial garden by handicapped and elderly people is important. Parking by memorial is a must. But let's not fill the park with criss crossing sidewalks and roads.	5/12/2021 9:48 PM
4	Portland Ave NEEDS to be safer for families - especially those with small children who use the park for recreational activities.	5/10/2021 3:19 PM
5	As long as it's not multiunit housing or tall buildings	5/10/2021 7:25 AM



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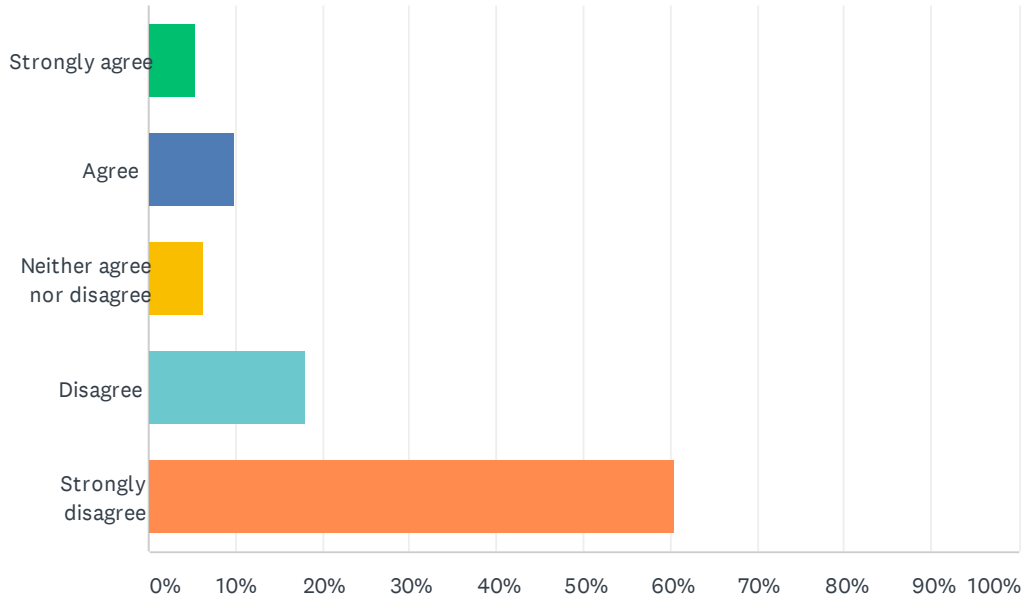
6	Need more recycling, better pick up for recycling and trash if you are wanting to increase foot traffic with electric buses	5/9/2021 9:54 PM
7	The space being redeveloped should be part of the Park	5/9/2021 2:25 PM
8	Yes except adding vehicle lanes	5/9/2021 11:12 AM
9	Seems to me there are enough parking and bike trails	5/9/2021 9:47 AM
10	We have plenty of high and medium density apartments. It's a horrible idea to put a high density apartment/housing on Veterans Park (old Legion).	5/8/2021 11:31 PM
11	Although I would not oppose improved pedestrian and bicycle connections, I would strongly oppose increased vehicle access. The parking lot Veteran's Park currently has is substantial enough to accommodate the volume of visitors.	5/8/2021 7:04 PM
12	There are already existing sidewalks, streets, and bike paths that connect people to the park.	5/8/2021 4:29 PM
13	No. Just no.	5/8/2021 4:29 PM
14	There are already plenty of access points, but there needs to be repaving of the paths.	5/8/2021 8:06 AM
15	Provide better access for bike and pedestrians, minimize vehicle traffic on 64th	5/8/2021 8:03 AM
16	This is also a stupid question. There is one answer and multiple questions here. I agree that we should connect by incorporation connection for all of the above but not between each destination.	5/7/2021 10:25 PM
17	Keep as is	5/7/2021 8:33 PM
18	I have actually been told by the city and county that they would NOT add additional pedestrian crosswalks at Portland and 66th Street when asked. Odd since the point is to make MORE accessibility and safer crossings	5/7/2021 6:38 PM
19	particularly when you are walking around the park, you have to go behind the ice arena, and that spot is a bit unsightly. would be nice if the paths were more 'official'	5/7/2021 5:52 PM
20	More traffic = more noise. It is hard to cross 66th or portland on foot now. Don't make it worse!	5/7/2021 3:57 PM
21	The park currently has sufficient access	5/7/2021 2:00 PM
22	Better crosswalks. Lighted and similar to the one by local roots.	5/7/2021 12:58 PM
23	Crosswalks on 66th at Park and other locations are adequate.	5/7/2021 10:45 AM
24	This principle does not address that the Legion has their Post home there and that the Legion needs to continue to have a highly visible and large enough building to serve the entire community.	5/7/2021 10:38 AM
25	Also add movable seating	5/7/2021 8:42 AM
26	The park is very accessible already.	5/6/2021 8:58 PM
27	As long as it doesn't take single family housing	5/6/2021 8:46 PM
28	Bike path/lanes run in all sides, not sure how more connected it needs to be?	5/6/2021 5:10 PM
29	...but see above comment	5/6/2021 4:44 PM
30	There are already pedestrian and bicycle connections between all of these places. No one is inconvenienced by not being able to drive from the rink to the park without going around the block.	5/6/2021 4:03 PM
31	These already exist to great extent.	5/6/2021 3:09 PM
32	A plan showing intended changes is necessary prior to answering this question	5/6/2021 2:16 PM
33	Make the park useful for the existing community	5/6/2021 1:35 PM
34	Already have plenty of bike accessibility. Keep the legion	5/6/2021 1:30 PM
35	Paths are good. Redevelopment is bad	5/6/2021 1:22 PM
36	AS LONG AS IT DOES NOT INVOLVE REMOVING EXISTING HOMES	5/6/2021 1:05 PM

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37	Bike/pedestrian path down 64th st in both directions would be great connecting target shopping to east richfield	5/6/2021 11:11 AM
38	There is already plenty of connectivity. The single driving lane each way on 66th already causes Issues with traffic when you get behind a bus, a police car that makes a traffic stop, a garbage truck. There is plenty of access already	5/6/2021 11:11 AM
39	There as lready is adequate access to the park.	5/6/2021 11:05 AM
40	Agree with pedestrian and bike connections. Enough vehicle access already.	5/6/2021 10:43 AM
41	Does this mean more roads, asphalt? Then, no. I'm unclear what this question is asking	5/6/2021 10:15 AM
42	I do think the park and areas should be accessible. I have concerns about more of the limited green space being destroyed to accomplish that goal. I want the park presevered but accessible.	5/6/2021 10:04 AM
43	We already have bike lanes, it is freely nice right now	5/6/2021 9:59 AM

### Q3 Diversify Housing Options: Use redevelopment sites to expand the mix of housing in the area (e.g. row/townhouse, affordable units, courtyard apartments, courtyard cottages, and live-work units).

Answered: 111 Skipped: 1



ANSWER CHOICES	RESPONSES
Strongly agree	5.41% 6
Agree	9.91% 11
Neither agree nor disagree	6.31% 7
Disagree	18.02% 20
Strongly disagree	60.36% 67
<b>TOTAL</b>	<b>111</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	We don't need diversified or any other housing at the park. It is a community park and should be preserved. Keep the space open as park. We cannot easily get back green space once it's gone.	5/12/2021 9:54 PM
2	How about don't build there!!!	5/12/2021 9:48 PM
3	we do not want multifamily built in the park. Please do not knockdown houses that are across the street of Vet's Park.	5/12/2021 12:12 PM
4	As a homeowner, I along with many others in the community are opposed to such high-density apartments that will bring crime to the area. We along with many others have invested in renovating our homes and do not want to see such a negative impact on the community.	5/10/2021 3:19 PM
5	As a home owner on 5th Ave S., I - and many others - are opposed to a high-density development being planned/located on the current American Legion site/parking lot adjacent to Veteran's Memorial Park. We feel such housing would disrupt the fabric of our community,	5/10/2021 3:19 PM

PORTLAND AND 66TH SUB-AREA STUDY

create more traffic/noise and potentially facilitate petty theft/crime - something ALL homeowners in this area are highly opposed to!

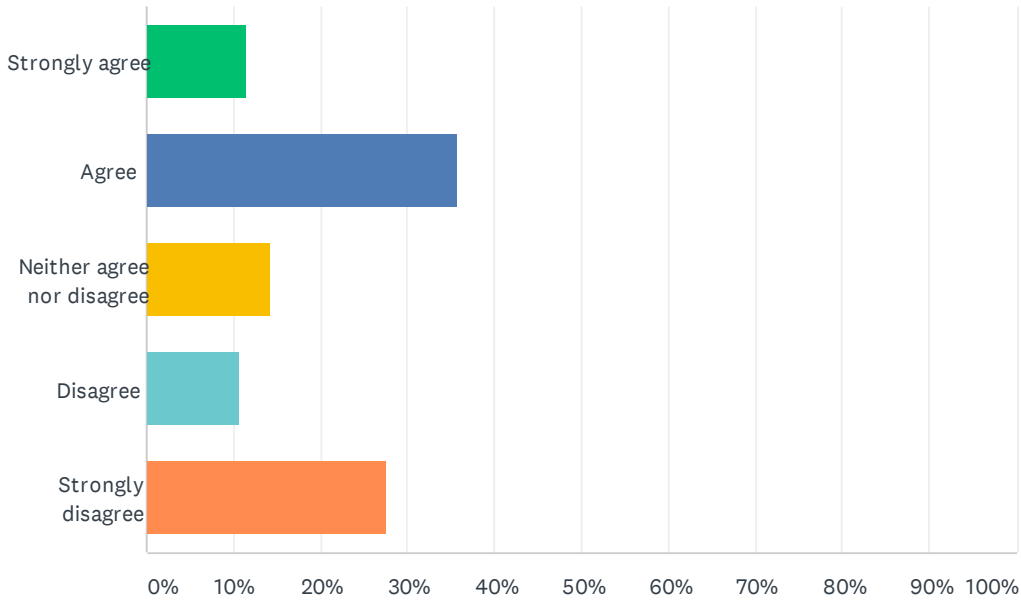
6	The residential sites currently going up is not diversity housing, they are monster buildings that ruin the site lines to the park and streets.	5/9/2021 9:54 PM
7	If there is true affordable housing	5/9/2021 9:10 PM
8	The areas shown should not be converted to housing at all!	5/9/2021 2:25 PM
9	I'm in favor of medium density vs high. Townhomes (yes) vs apartments	5/9/2021 11:12 AM
10	We do not need high density housing in that corridor, we are a SMALL TOWN suburb, keep us small town. Keep single family homes the priority for development.	5/9/2021 10:07 AM
11	Leave the residential houses intact	5/9/2021 9:47 AM
12	I love the diversity that is Richfield. I feel as though redevelopment sites will expand higher-end units and actually decrease the amount of affordable units.	5/9/2021 8:44 AM
13	More single family homes. If anything, we need to align with trends promoting property value increases.	5/8/2021 11:31 PM
14	Single family housing is in Richfield's best interest. I understand that this will likely not remain, but I believe that "affordable housing" and/or increasing population through multi-family housing will lead to exponential potential for deterioration of the park's current aesthetics.	5/8/2021 7:04 PM
15	The existing housing compliments the peacefulness of the park.	5/8/2021 4:29 PM
16	No skyscrapers, towers, or condos to shade the park.	5/8/2021 4:29 PM
17	We almost need a moratorium on senior and high density	5/8/2021 8:14 AM
18	There are already plenty of housing options along 66th, plus new ones near Target. I am strongly against adding tall buildings along Portland.	5/8/2021 8:06 AM
19	Leave park a park and buy the properties as they become available to claim more park area. Not more housing.	5/7/2021 10:25 PM
20	We do want Minneapolis-lite, no 2040. Focus on public safety and crime reduction versus your quest to be like Minneapolis	5/7/2021 8:33 PM
21	This is a neighborhood area and should stay that way. No HIGH RISE apartments or LOW INCOME please	5/7/2021 6:38 PM
22	this needs to be done carefully with thought toward existing single family homes, so things transition nicely	5/7/2021 5:52 PM
23	Making these changes makes way for lowering community standards of noise, peace, and quiet.	5/7/2021 3:57 PM
24	This sounds like the city just wants more money. Our city is already a very diverse community.	5/7/2021 2:00 PM
25	The homes & apartments that are established are great just the way they are.	5/7/2021 12:58 PM
26	Please do not take any additional existing homes.	5/7/2021 10:45 AM
27	No reference to the Legion in this principle. The City needs to incorporate what the Legion needs to continue their mission of serving veterans, elderly , youth and low-income families.	5/7/2021 10:38 AM
28	It would make the area more appealing and add depth	5/7/2021 8:42 AM
29	I do not believe there should be any high density housing in the 66th and Portland area. If there is I would be opposed to anything above 2 or 3 stories. I think this is a good opportunity to build townhouses , that blend in with the housing already in the area. Ideally I would like to see 2 story townhouses, with the first floor being wheelchair accessible.	5/7/2021 12:17 AM
30	Please dont turn this into a low cost or high density housing area towering over the park	5/6/2021 9:54 PM
31	I am so tired of nothing but housing developments going up on every open inch of space around here. And all the high rise buildings take away from being able to see the city. Too	5/6/2021 9:24 PM

PORTLAND AND 66TH SUB-AREA STUDY

	many high buildings and enough already with apartments and other dwellings. Please stop!!!	
32	LEAVE IT AS IS	5/6/2021 8:13 PM
33	I would have to see the plan. A mixed plan that didn't exceed 2-3 stories and was well blended to the single family housing would be great	5/6/2021 5:57 PM
34	Apartments/town houses are their own little community, which defeats the idea of making the park more accessible. It will do the complete opposite	5/6/2021 5:10 PM
35	We need more affordable housing. That's it.	5/6/2021 4:53 PM
36	Many businesses will retain a heavily online workforce after the pandemic. The need to live in an urban area will decline as a result of this. People are going to choose to move further away from the metro if there is no need to commute.	5/6/2021 4:03 PM
37	I am not looking to add housing to the neighborhood. It is already quite urban and we do not need a greater number of residents or more available housing. The purpose of the city government is to serve the community in the way it wants...not push development projects to increase tax revenue and programming opportunities (unless those are goals for most residents. For my part, I don't want more neighbors, busier streets, or more programs.	5/6/2021 3:15 PM
38	These areas should be consumed by the park to preserve the environment.	5/6/2021 3:09 PM
39	Please stop removing single family homes and putting in multi-story developments	5/6/2021 2:16 PM
40	High density housing will destroy the natural sunlight to the park and increase parking and residential traffic, which will disrupt the wildlife habitats of the park. No high density housing!	5/6/2021 1:35 PM
41	No apartments. Low profile commercial retail. But keep the legion	5/6/2021 1:30 PM
42	I agree, but am trust no more existing homes will be eliminated in the area to build additional housing?	5/6/2021 1:25 PM
43	Keep the single family neighborhood feel as is,	5/6/2021 1:22 PM
44	Same as question 1	5/6/2021 11:11 AM
45	No!!!! keep the land open or put another restaurant-type place there	5/6/2021 11:11 AM
46	Leave the single family homes! Sick of blocks and bocks of high density housing. High density does not encourage families.	5/6/2021 11:05 AM
47	We have enough condo's and apartments	5/6/2021 10:56 AM
48	We need more affordable housing. We also need an equitable community center.	5/6/2021 10:53 AM
49	Diversify housing in a way that minimizes vehicular traffic.	5/6/2021 10:43 AM
50	Residential setting could lead to more waste, debris/garbage in the park, more traffic (street and walkways), added public safety concerns (more chance for assaults and other crimes), streets cannot support the additional traffic (turns on and off Portland or 66th going both directions; may lead to needing street renovations)	5/6/2021 10:24 AM
51	Richfield hasn't finished current housing developments.	5/6/2021 10:04 AM
52	Nope! Why would you do this?! Clutter up the area and increase population density, hard NO	5/6/2021 9:59 AM
53	Quit tearing down single family homes and destroying the very make up of the city. Just stop!	5/6/2021 9:54 AM

## Q4 Convenient Commercial: Encourage a mix of community and small neighborhood commercial businesses in proximity to residential areas and the park destinations as an important amenity for residents and park visitors.

Answered: 112 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	11.61%	13
Agree	35.71%	40
Neither agree nor disagree	14.29%	16
Disagree	10.71%	12
Strongly disagree	27.68%	31
<b>TOTAL</b>		<b>112</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	Although I support small business locations in Richfield, no businesses or buildings should be added in the area along the park.	5/12/2021 9:54 PM
2	I like the idea of places for small businesses to be able to try and make ago of it. I don't think in the park is the right place.	5/12/2021 9:48 PM
3	Would welcome small businesses that are within walking distance and help enhance the community.	5/10/2021 3:19 PM
4	No commercial businesses on Parkland. Parks should be a place for people to connect nature.	5/10/2021 7:25 AM
5	Please consider quality non fast food dining emulating eat street of Nicollet Ave, Uptown Grand St in St Paul	5/10/2021 7:07 AM
6	We need more small business but not these cracker jack large corporations, again profits do not justify destroying the park	5/9/2021 9:54 PM



PORTLAND AND 66TH SUB-AREA STUDY

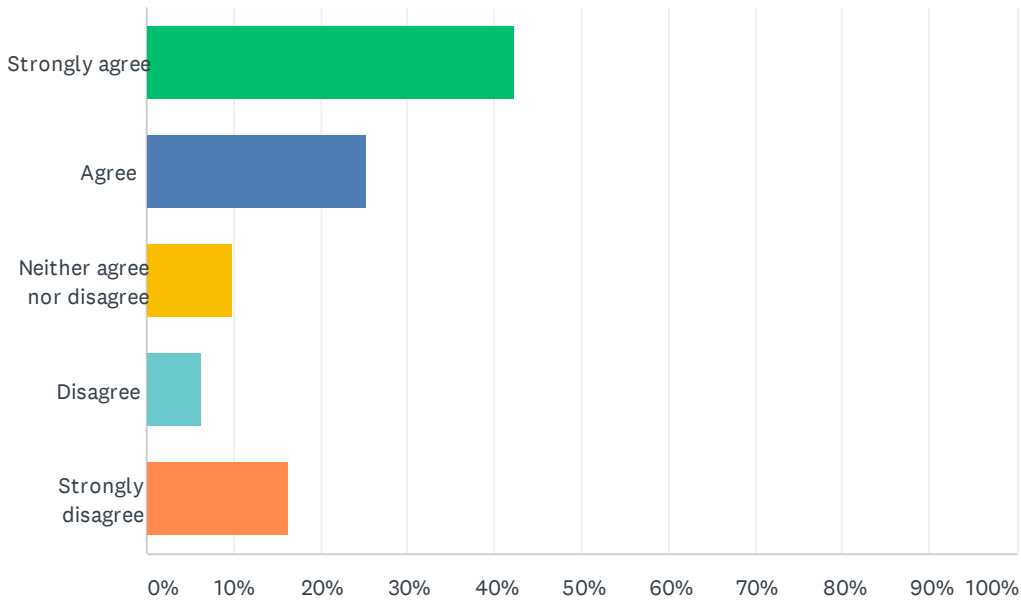
7	Priority to BIPOC businesses.	5/9/2021 9:10 PM
8	We should not sell off parts of the park for commercial use. The Nilson funeral home is OK.	5/9/2021 2:25 PM
9	I'd love to see 66th street from target to Veteran's park look like west end.	5/9/2021 11:12 AM
10	We do not need businesses in that area. It should be kept a nice outdoor space that can be enjoyed by many, not commercialized.	5/9/2021 10:07 AM
11	But not at the expensive. Of current residential homes	5/9/2021 9:47 AM
12	I am not opposed to developing the empty lot on close to the corner on Portland and 66th but there are many businesses along 66th already- they might be a block or two further east but I would agree with developing some of these areas before changing neighborhood feel along the south side of 66th.	5/9/2021 8:44 AM
13	There is already an appropriate "...mix of community and small neighborhood commercial businesses in proximity to residential areas and the park destinations". To "encourage" more would increase vehicle traffic in and around the park, disturb wildlife and may adversely affect the cleanliness of the park.	5/8/2021 7:04 PM
14	66th Street already offers many commercial businesses, especially east of the park. It would detract from the park to add any more commercial businesses than there are already.	5/8/2021 4:29 PM
15	Leave the businesses there alone.	5/8/2021 4:29 PM
16	Support, don't destroy small businesses. Every development project is removing 8 small businesses and replacing them with 1 or 2 large chains.	5/8/2021 8:14 AM
17	Restaurants like Sea Salt and Sandcastle are very popular at Minneapolis parks, can something similar be added near the playground on the east side of the park? More attractive than the ice cream place and offering adult options.	5/8/2021 8:06 AM
18	If people want to go to the park. They want to enjoy nature. If they want retail, they can go to a retail area. We don't need retail in the park. We need more park in the park	5/7/2021 10:25 PM
19	Keep as is. No housing displacement	5/7/2021 8:33 PM
20	I think that too much commercial businesses in the park can create negative impacts on wildlife and nature, especially with litter from take out food etc	5/7/2021 6:38 PM
21	businesses that make sense like coffee shops or lunch places. Not pawn shops, gas stations, or funeral parlors.	5/7/2021 5:52 PM
22	No rowdy businesses such as certain types of restaurants and all drinking establishments!	5/7/2021 3:57 PM
23	They are currently many business in Richfield already that provide the needs of the residents	5/7/2021 2:00 PM
24	Local roots is a great addition, along with the enchanted rock garden moving closer.	5/7/2021 12:58 PM
25	Please do not replace homes with mixed/commercial developments.	5/7/2021 10:45 AM
26	Again, where is the Legion building -- the Legion needs to receive the highest priority in this area -- and then everything else is planned around the Legion.	5/7/2021 10:38 AM
27	I think this would 100% make the park more of a destination!!	5/7/2021 8:42 AM
28	No big stores!!!	5/7/2021 12:17 AM
29	As long as it doesn't take single family homes	5/6/2021 8:46 PM
30	The current mixed community is great. I wouldn't want to see a ton more added because the neighborhoods already have high traffic volume	5/6/2021 5:57 PM
31	Would especially like to see affordable space for independent businesses.	5/6/2021 5:48 PM
32	As long as it's not rezoning.	5/6/2021 4:53 PM
33	Space for these businesses already exists on 66th street and Portland.	5/6/2021 4:03 PM
34	While I wouldn't mind seeing a few more restaurants or small businesses, this question is very vague. I am very wary of "encouraging" development.	5/6/2021 3:15 PM

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35	Increased traffic will make the park feel less like a park.	5/6/2021 3:09 PM
36	Again, context necessary	5/6/2021 2:16 PM
37	As long as said commercial use is valuable to the community and doesn't disrupt the park.	5/6/2021 1:35 PM
38	Agree. Smaller non suburban businesses and keep the legion	5/6/2021 1:30 PM
39	Will this increase traffic in the area?	5/6/2021 1:25 PM
40	No new businesses around Vets Park, please.	5/6/2021 1:22 PM
41	Do not remove current resident homes on 66th between portland & 12th!	5/6/2021 1:05 PM
42	Seriously Richfield is just minutes from anything you could want. Do not take single family homes for businesses which brings more non-residents and therefore increases crime.	5/6/2021 11:05 AM
43	Small/local shops would be good. No chains are needed in this area.	5/6/2021 10:53 AM
44	Would love to see more neighborhood restaurants as well as small unique local businesses and organizations (avoid strip mall style franchises)	5/6/2021 10:43 AM
45	Added traffic on streets, with more people trying to make turns with busy streets can lead to more accidents	5/6/2021 10:24 AM
46	One thing I appreciate about Richfield is the variety of local businesses	5/6/2021 10:04 AM
47	Not needed and wouldn't be utilized	5/6/2021 9:59 AM

## Q5 Sustainable Development: Use sustainable design practices and new technology in developments that will help create a healthy, sustainable, vibrant neighborhood, and contribute to the park environment.

Answered: 111 Skipped: 1



ANSWER CHOICES	RESPONSES
Strongly agree	42.34% 47
Agree	25.23% 28
Neither agree nor disagree	9.91% 11
Disagree	6.31% 7
Strongly disagree	16.22% 18
<b>TOTAL</b>	<b>111</b>

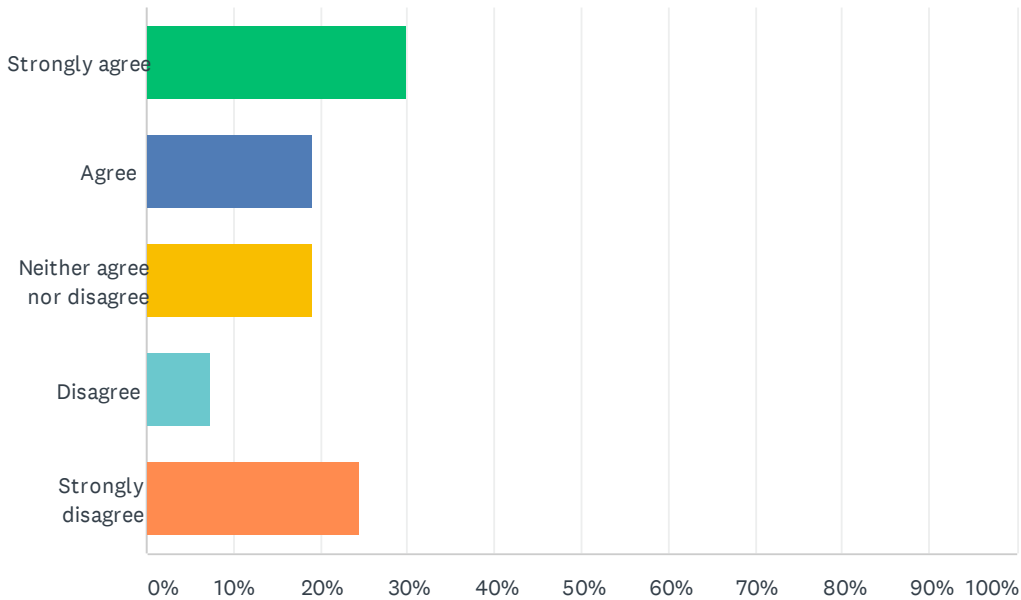
#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	This comment is too vague and broad to agree on. We should add only things to beautify the park space like sculptures/gardens. Also keep most of it green space. A solar flower could provide interest and be a source of electricity for the park.	5/12/2021 9:54 PM
2	Don't build. Or how about some solar flowers to help generate electricity for pool/ice rink and have a nice look.	5/12/2021 9:48 PM
3	sustainable design practices equate to very high expenditures and increased taxes	5/12/2021 12:12 PM
4	As long as the design is not on commercial buildings nor tall buildings nor multi-unit housing	5/10/2021 7:25 AM
5	Only if you can commit to all incomes of living and not brining in people from Edina	5/9/2021 9:54 PM
6	The City had an opportunity for a community center and chose to incorporate those residences into the park.	5/9/2021 2:25 PM
7	I'm not sure what is meant here, but if you mean city provided wi-fi, garbage / recycling / compost, then I agree.	5/9/2021 10:07 AM

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8	How many more people can the veterans park sustain	5/9/2021 9:47 AM
9	I don't see how big housing units can help create sustainable development.	5/9/2021 8:44 AM
10	I would fully support sustainable design practices that would maintain the "health" of the park, its visitors and immediate residents.	5/8/2021 7:04 PM
11	I'm in favor of sustaining a vibrant neighborhood and park, but adding multi- resident housing would detract from that.	5/8/2021 4:29 PM
12	Sustainable sounds expensive	5/8/2021 8:14 AM
13	Keep as is	5/7/2021 8:33 PM
14	How can you bring in more people and not raise crime levels?	5/7/2021 3:57 PM
15	I don't feel there's a need for any more business or housing in Richfield that brings more crime to the city. They already can't provide a crime free environment	5/7/2021 2:00 PM
16	Please, another principle that does not address at all the importance of the Legion to be the primary focus for this property.	5/7/2021 10:38 AM
17	It needs to be sustainable, honestly it shouldn't even be a question	5/7/2021 8:42 AM
18	Preserving the park should be the #1 priority of the project.	5/6/2021 9:24 PM
19	AGAIN LEAVE THIS AREA ALONE	5/6/2021 8:13 PM
20	Only if there are no apartments, condos or businesses on park land	5/6/2021 5:45 PM
21	If there is any new development, it must be done sustainably.	5/6/2021 4:53 PM
22	Developments are unnecessary and deplete the character of the city.	5/6/2021 4:03 PM
23	"Sustainable design practices" is vague. I also believe our neighborhood is vibrant and needs little or no "development"	5/6/2021 3:15 PM
24	Again, adding housing and business will take away from the park.	5/6/2021 3:09 PM
25	As long as you keep the legion and little vegas	5/6/2021 1:30 PM
26	I have no idea what kind of new terminology this implies so I cannot answer.this i	5/6/2021 1:22 PM
27	Do not remove current resident homes on 66th between portland & 12th	5/6/2021 1:05 PM
28	As long as the requirement is on the developer and not residents via TIF	5/6/2021 11:11 AM
29	And in the concept of this, does not mean high density housing.	5/6/2021 11:05 AM
30	Sustainable design and new technology used in the creation of a community center would put us on the map!	5/6/2021 10:53 AM
31	Anything that is built should be sustainable but I do not agree that we need high density "developments".	5/6/2021 10:47 AM
32	Minimize vehicles/parking lot restrictions, bike parking, green space requirements, minimize noise, lighted sign brightness limits, mindful of wildlife in the area	5/6/2021 10:43 AM
33	Again disagree with redevelopment of any kind in this area	5/6/2021 9:59 AM
34	Stop tearing down single family homes	5/6/2021 9:54 AM

## Q6 Building Transition: Require site design and building architectural characteristics that provide appropriate transitions between single family residential neighborhoods and higher intensity uses.

Answered: 110 Skipped: 2



ANSWER CHOICES	RESPONSES	
Strongly agree	30.00%	33
Agree	19.09%	21
Neither agree nor disagree	19.09%	21
Disagree	7.27%	8
Strongly disagree	24.55%	27
<b>TOTAL</b>		<b>110</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	Don't build anything in the park especially not high density/intensity!	5/12/2021 9:54 PM
2	Don't build high intensity in the park!!!!!!!	5/12/2021 9:48 PM
3	However, I'm opposed to high density development in the area.	5/10/2021 3:19 PM
4	Opposed to high-density development[s] adjacent to Veteran's Memorial Park unless mixed-use/condominiums.	5/10/2021 3:19 PM
5	No high density housing in Veterans Park. No tall buildings. Perhaps a low rise community center. Or nature building similar to Wood Lake.	5/10/2021 7:25 AM
6	Need to incorporate site lines of the park to make sure flight plans of birds are destroyed	5/9/2021 9:54 PM
7	Let these spaces remain part of the park!	5/9/2021 2:25 PM
8	Disagree with higher density uses in this area!	5/9/2021 10:07 AM

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9	Once again to many people. Using the park?	5/9/2021 9:47 AM
10	I don't want higher intensity uses therefore, there would be no need for an appropriate transition	5/9/2021 8:44 AM
11	We need to limit height of any new developments.	5/8/2021 11:31 PM
12	I would like to limit the "high intensity" uses altogether, but if they are going to happen regardless then of course I would hope there would be "appropriate transitions".	5/8/2021 7:04 PM
13	I am opposed to higher intensity uses adjacent to the park.	5/8/2021 4:29 PM
14	Leave the neighborhood alone.	5/8/2021 4:29 PM
15	...or don't replace the 1R	5/8/2021 8:14 AM
16	Please don't build anything tall, or long rows of buildings that block all the views, especially on the north side of 66th or the east side of Portland.,	5/8/2021 8:06 AM
17	Again, I would live in Minneapolis if I wanted Richfield to be Minneapolis. Focus on crime reduction!	5/7/2021 8:33 PM
18	except that we really don't desire high density right in the space adjacent to the park. We have plenty of apartment buildings by the park on both the south and west side	5/7/2021 6:38 PM
19	What's wrong with single family homes. (I live in an apartment on the circle of 66th and Portland.)	5/7/2021 3:57 PM
20	Do not want a new building around our park that's currently used by my children	5/7/2021 2:00 PM
21	No reference has yet been made to what the needs of the Legion. The Legion is 95 years old; has been on this site for over 40 years and focuses all of their activities to help veterans, low income and community. The Legion needs to be the first priority in this project.	5/7/2021 10:38 AM
22	Yes, Richfield needs this everywhere!! Like how does cedar not have screening???	5/7/2021 8:42 AM
23	I feel like this is contradictory. an appropriate transition would not be high intensity. Appropriate transitions would be no more than 2 stores, and not hiding the park from the street.	5/7/2021 12:17 AM
24	Keep Richfield single family residential	5/6/2021 9:25 PM
25	No more housing!	5/6/2021 9:24 PM
26	Another dumb question	5/6/2021 8:13 PM
27	Yes, architecture styles should retain the community aesthetic.	5/6/2021 4:03 PM
28	I am in favor of single family residential neighborhoods and a reasonable number of multi-unit housing...I do not see a need for building more "high intensity use" sites. Again, as a resident, I don't want a denser community "developed" and I would really like the city to stop pushing this agenda on residents.	5/6/2021 3:15 PM
29	Fancy words to me that mean more sidewalks and roads in the park.	5/6/2021 3:09 PM
30	Stop adding so many high density developments before Richfield ceases to be the residential community it was, is and should be	5/6/2021 2:16 PM
31	I don't trust that the city planners have the ability to do this as they have proven with previously approved projects that they don't have an understanding of what this even means. Giant apartments do not belong near parks nor backed up to single family homes.	5/6/2021 1:35 PM
32	But no high rise high density apartments. Keep little Vegas and the legion	5/6/2021 1:30 PM
33	Do not remove current resident homes on 66th between portland & 12th	5/6/2021 1:05 PM
34	Dont build HD projects	5/6/2021 11:21 AM
35	Disagree because we should not be building more high density until we see ramifications of existing projects	5/6/2021 11:11 AM
36	Stop the high density housing. So this question is irrelevant. You are destroying the character and charm of Richfield by going to all high density.	5/6/2021 11:05 AM
37	If these transitions happen, it needs to be done well and the people being pushed out need to	5/6/2021 10:53 AM

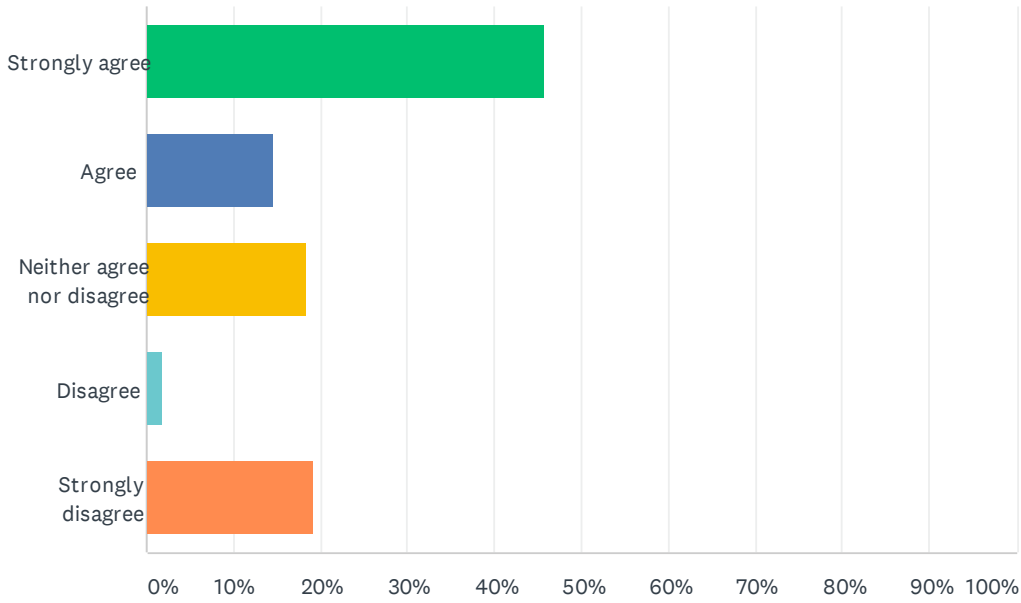


PORTLAND AND 66TH SUB-AREA STUDY

	be compensated.	
38	Again, build sustainably and beautifully, but don't add high density.	5/6/2021 10:47 AM
39	Woofa! I have a masters degree in the social sciences and have read this question several times, but still don't understand it!	5/6/2021 10:13 AM
40	Stop tearing down single family homes. To put up high density will NOT enhance Vets Park, it will DESTROY it.	5/6/2021 9:54 AM
41	The new townhomes by Target are horrible. If new high density residential buildings will go up I would prefer traditional looking rowhomes not modern designs that look terrible.	5/6/2021 9:48 AM

**Q7 Building Heights: Locate the tallest portions of buildings away from adjacent low density residences. For sites adjacent to Veterans Memorial Park, locate the tallest portions of buildings away from the park’s open areas.**

Answered: 109 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly agree	45.87%	50
Agree	14.68%	16
Neither agree nor disagree	18.35%	20
Disagree	1.83%	2
Strongly disagree	19.27%	21
<b>TOTAL</b>		<b>109</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	Don't go so tall it looks like a different Veterans Park are.	5/13/2021 2:38 PM
2	Our park is not the place to build anything with more than one story. We don't want the feeling of a city in our natural park setting.	5/12/2021 9:54 PM
3	Don't build or only build 2 stories. Anything taller will dominate the park...	5/12/2021 9:48 PM
4	Again opposed to high-density living Veterans memorial park.	5/10/2021 3:19 PM
5	Opposed to high-density development[s] adjacent to Veterans Memorial Park unless mixed-use/condominiums.	5/10/2021 3:19 PM
6	No new buildings in the park unless it is a community building.	5/10/2021 7:34 AM
7	No tall buildings should be built in or around Veterans Memorial Par.	5/10/2021 7:25 AM

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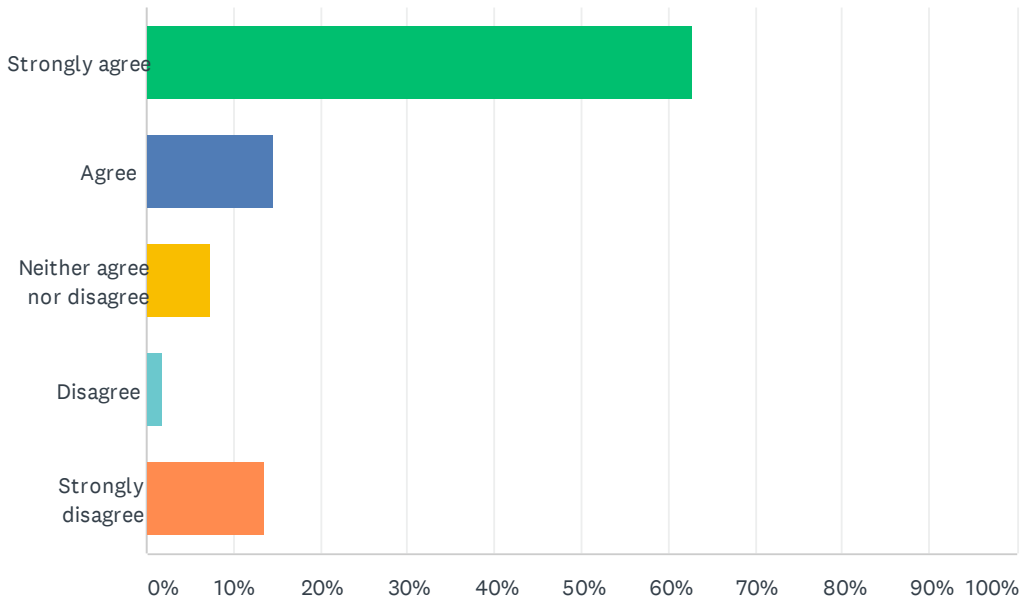
8	NO higher than 3 stories	5/10/2021 7:07 AM
9	If you put large buildings around the park, you are not for nature. You are only for profit. Must consider the long term effects of big buildings when they are not green like no glass, living walls. Practice what Finland and Sweden are doing in their new housing	5/9/2021 9:54 PM
10	Put them in some other part of Richfield	5/9/2021 2:25 PM
11	Don't have high buildings in this area!	5/9/2021 10:07 AM
12	Why do we need high density housing	5/9/2021 9:47 AM
13	Again, I don't want tall buildings any where near Veterans park	5/9/2021 8:44 AM
14	I'm leaving Richfield if you build property value lowering apartments on Veterans Park.	5/8/2021 11:31 PM
15	I would not like to see any buildings more than two stories tall next to the park. If buildings taller than single story are to be erected then yes, I would like the tallest portions of them to be as far away from the park as possible.	5/8/2021 7:04 PM
16	Tall buildings would detract from the beauty and peacefulness of the park.	5/8/2021 4:29 PM
17	Do not ruin the park by building towers.	5/8/2021 4:29 PM
18	...or don't have more than 3 stories / 30ft in high	5/8/2021 8:14 AM
19	A better option is to not build anything tall at all, it will ruin the overall aesthetic of the park.	5/8/2021 8:06 AM
20	Would love to see City of Richfield expand veterans park without any commercial or residential development	5/8/2021 8:03 AM
21	Stupid question. There is no option for me to say what I want if I don't want buildings. You have not allowed for anyone in this survey to voice ideas and options that don't include buildings. This is a very biased question that will lead people in one direction. Who did you hire to make up these vague and biased questions? the city can do better than this.	5/7/2021 10:25 PM
22	Poorly worded question and very poorly constructed survey.	5/7/2021 8:33 PM
23	Please do not put any tall buildings to encroach on our skyline views and sunsets. The natural beauty and open space feeling is what attracts people to the park. People in a metro area crave open natural areas that are not hemmed in by tall buildings. Take Richfield Lake, for instance. When you walk around that lake, you feel like there are buildings and windows staring down at you from all sides. No matter how you point the camera, you always get a reflection or a background with a building in it. YUCK! Please don't make some huge towering building by the park. Keep our spaces open and peaceful. Please keep the area just part of the park instead of redeveloping it. This is our only chance to increase park size and preserve it for future generations. Why do you think it is a destination? BECAUSE it is a natural area. Keep it that way!	5/7/2021 6:38 PM
24	Don't you mean tallest buildings? How can you separate a building into portions?	5/7/2021 3:57 PM
25	No building anything around our park	5/7/2021 2:00 PM
26	Don't alter the current landscape	5/7/2021 12:58 PM
27	First, incorporate the needs of the Legion as priority -- then come up with principles that support and enhance the Legion's ability to serve their community.	5/7/2021 10:38 AM
28	While I agree with this I don't think that anything should be more than 3 stories, and should not block the view of the park.	5/7/2021 12:17 AM
29	No tall buildings at all	5/7/2021 12:04 AM
30	Do not build sky scrapers next to our park	5/6/2021 9:54 PM
31	Preserve the park view	5/6/2021 9:24 PM
32	What?	5/6/2021 8:13 PM
33	2-3 story maximum (current heights of the few apartment buildings - those could be removed & replaced but don't add a ton more	5/6/2021 5:57 PM

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34	Would prefer that exceptionally tall buildings not be allowed in Veteran's Park.	5/6/2021 5:48 PM
35	BUT NO BUILDINGS ON PARK LAND	5/6/2021 5:45 PM
36	Do NOT put in a tall building where the funeral home currently sits, as it would shade the pool.	5/6/2021 4:53 PM
37	I am not sure just what type of height we are considering. I would say no to a high rise.	5/6/2021 4:13 PM
38	However, anything taller than current structures bordering the park is too tall.	5/6/2021 4:03 PM
39	Any necessarily tall structures should be as unobtrusive as possible.	5/6/2021 3:15 PM
40	This is a moot point because the added traffic will deter from the park.	5/6/2021 3:09 PM
41	Don't build multi story buildings around Vets Park	5/6/2021 2:16 PM
42	No tall buildings.	5/6/2021 1:35 PM
43	How about no buildings taller than 2 stories and keep the legion	5/6/2021 1:30 PM
44	No tall buildings, please	5/6/2021 1:22 PM
45	Do not remove current resident homes on 66th between portland & 12th	5/6/2021 1:05 PM
46	No tall buildings anywhere	5/6/2021 12:55 PM
47	I guess it is already a done deal so why ask these questions	5/6/2021 11:21 AM
48	We must have strict limit on higher (i.e. 3 stories in full) instead of controlling layout to make them taller	5/6/2021 11:11 AM
49	Don't want to see any buildings over one story	5/6/2021 11:11 AM
50	There should be no high buildings by the park and ruin the view.	5/6/2021 11:05 AM
51	No more new buildings	5/6/2021 10:56 AM
52	Restrict building heights to protect views and minimize shadows	5/6/2021 10:43 AM
53	Buildings aren't necessary	5/6/2021 10:24 AM
54	Don't have a building that looks over the trees in the area	5/6/2021 10:24 AM
55	No high rise buildings!	5/6/2021 10:21 AM
56	Don't put any bldgs....	5/6/2021 9:59 AM

## Q8 Building Massing: Locate and design buildings to preserve views to/from the park's open areas and minimize potential shadowing of the park.

Answered: 110 Skipped: 2



ANSWER CHOICES	RESPONSES	
Strongly agree	62.73%	69
Agree	14.55%	16
Neither agree nor disagree	7.27%	8
Disagree	1.82%	2
Strongly disagree	13.64%	15
<b>TOTAL</b>		<b>110</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	Extremely important.	5/13/2021 2:38 PM
2	A maximum height of one story is what we should maintain if anything is built. It should keep to the current status quo. Better yet, don't build at all!	5/12/2021 9:54 PM
3	2 stories max or better yet do not build anything	5/12/2021 9:48 PM
4	No new buildings in the park unless it's a community building!	5/10/2021 7:34 AM
5	No tall buildings should be built. Only low rise buildings similar to Wood Lake nature center	5/10/2021 7:25 AM
6	Yes, put them somewhere else!	5/9/2021 2:25 PM
7	don't take away the views of the park when driving by, don't build here	5/9/2021 10:07 AM
8	If new buildings are are an end point then yes, but why change anything	5/9/2021 9:47 AM
9	With the spaces under review, I don't see how it is obtainable to preserve the view. I live on the	5/9/2021 8:44 AM

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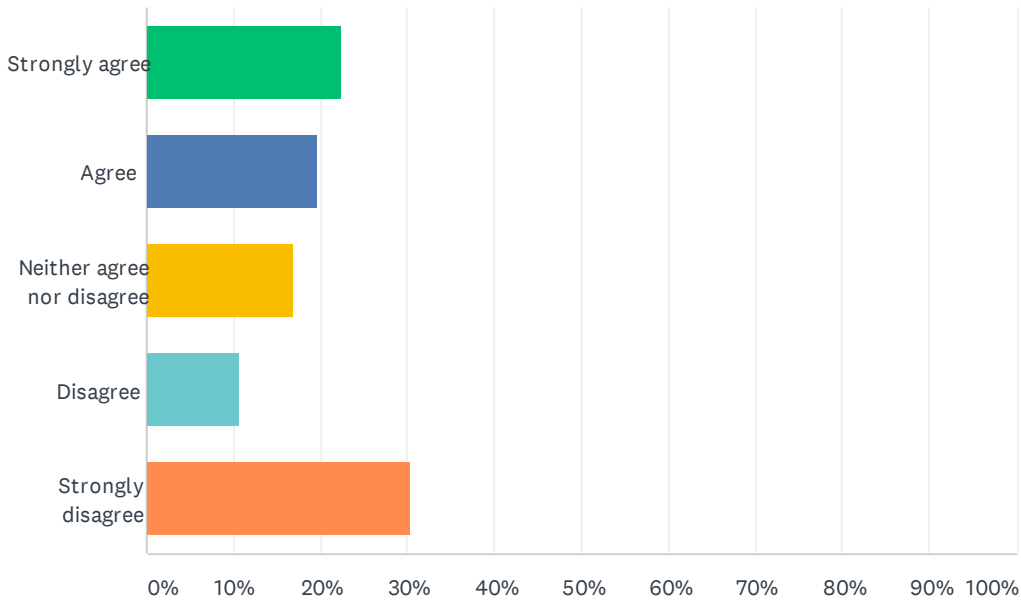
East side of the park and I do not want to see high rise in the skyline

10	As stated earlier, the buildings and homes currently adjacent to the park add to its peace and beauty. New development would detract from it.	5/8/2021 4:29 PM
11	Don't build new buildings.	5/8/2021 4:29 PM
12	I so miss the days I could walk around woodlake without seeing skyscrapers 2 blocks away	5/8/2021 8:14 AM
13	Keep all new buildings to a minimum.	5/8/2021 8:06 AM
14	Same as the prior question. This is insane!	5/7/2021 10:25 PM
15	as explained above, we don't want to see the building in the photos of sunsets and we certainly don't want some HUGE towering rectangle box. If it is going to be there, vary the roof height and give it a cottage-like feel with angled roof peaks and charm so that it looks like a storybook destination, not a metropolis please. Or as I stated before, keep it natural!	5/7/2021 6:38 PM
16	This is great for the people who visit the park. But what about the residents near the park? Is it OK to block us?	5/7/2021 3:57 PM
17	The priority to preserve is the prominent and continued location of the Legion at this Portland property.	5/7/2021 10:38 AM
18	See #7	5/6/2021 9:54 PM
19	Don't build buildings close to this site.	5/6/2021 8:13 PM
20	Replace old dated buildings with mandates new landlords would need to allow long standing residents preference at cheaper rent	5/6/2021 5:57 PM
21	Would prefer that exceptionally tall buildings not be allowed in Veteran's Park.	5/6/2021 5:48 PM
22	STREETS SHOULD BE BOUNDARIES SO NO VIEW AFFECTED.	5/6/2021 5:45 PM
23	But what about the traffic nightmare that will come with high density bldgs in that area. It's not great now after hockey games	5/6/2021 5:10 PM
24	New development is not necessary.	5/6/2021 4:03 PM
25	buildings and development are constantly threatening to overtake what green spaces we have. Where they are essential, buildings should always come second to the park environment.	5/6/2021 3:15 PM
26	Simply preserving views isn't enough. New buildings are the problem.	5/6/2021 3:09 PM
27	Don't build multi story buildings around Vets park	5/6/2021 2:16 PM
28	No tall buildings or high density housing near the parks.	5/6/2021 1:35 PM
29	Low buildings. Like the legion is now. Lower than street level and keep the legion	5/6/2021 1:30 PM
30	No tall buildings. No blocking the view of the park from 66th or Portland	5/6/2021 1:22 PM
31	Do not remove current resident homes on 66th between portland & 12th	5/6/2021 1:05 PM
32	No buildings = no shade issues	5/6/2021 11:11 AM
33	No tall buildings by the park.	5/6/2021 11:05 AM
34	Enough with redevelopment like this	5/6/2021 10:56 AM
35	Restrict building heights to protect views	5/6/2021 10:43 AM
36	The building should in no way impact the park negatively	5/6/2021 10:24 AM
37	No bldgs	5/6/2021 9:59 AM



## Q9 Quantity of Parking: Minimize parking needs by leveraging the study area's location along multimodal corridors to reduce the use of the automobile.

Answered: 112 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	22.32%	25
Agree	19.64%	22
Neither agree nor disagree	16.96%	19
Disagree	10.71%	12
Strongly disagree	30.36%	34
<b>TOTAL</b>		<b>112</b>

#	COMMENTS (100 CHARACTER LIMIT):	DATE
1	Be realistic rather than idealistic. An aging population isn't not going to start biking or walking. More safety measures necessary for women and girls to feel safe walking and biking alone.	5/13/2021 2:38 PM
2	DO NOT reduce parking. When we do have festivals and active times in the park it can be very difficult to find parking and we should not be limiting families from coming because of it. Most residents in Richfield have vehicles. We wouldn't use the park more if you leveraged the multimodal corridors. That actually can lead to more vandalism.	5/12/2021 9:54 PM
3	Do NOT decrease parking. This will create problems for events like the 4th of July or other groups. Those events make Richfield a destination. I have seen parking mostly full a number of times pre Covid19. Let's not drive parking out into the neighborhood if we can help it.	5/12/2021 9:48 PM
4	Seniors cannot bike, rollerskate, or use Skateboards to get to the park.	5/10/2021 7:34 AM
5	People need a place to park. Not everybody has mobility especially in Richfield.	5/10/2021 7:25 AM
6	Must start to think about more and safe bikes lanes vs parking, need to think about connecting	5/9/2021 9:54 PM

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people by other modes of transportation vs having a large hot parking lot taking up room that could be used better

7	The parking lots that are there are usually already full, don't limit parking and push people to park on residential streets as it brings other issues like littering, etc	5/9/2021 10:07 AM
8	No need for more parking with the current situation or any new development	5/9/2021 9:47 AM
9	Every time this is done, you run out of parking....	5/8/2021 8:14 AM
10	Additional parking on site more favorable than parking within the neighborhood	5/8/2021 8:03 AM
11	Huh? I have a college degree and my wife has a masters in education and we both agree the wording of this one is crazy. English is a second language for many people in our City. I thought you wanted the opinions of people. I think you should redo this survey with clear simple unbiased questions. Whatever you find for results is going to be sooo biased.	5/7/2021 10:25 PM
12	People have been able to figure out how to access the park via many modes of transportation without city council intervention. Just say you want more bike lanes if that is your objective.	5/7/2021 8:33 PM
13	I am not exactly sure what you are trying to say here. This is poorly worded. I want to have nice pedestrian trails and bike trails but I also want to have space for people to park and use automobiles.	5/7/2021 6:38 PM
14	This area is swamped with vehicular traffic. Most of those people need to drive their cars. How will you limit traffic to what already exists or less?	5/7/2021 3:57 PM
15	Absolutely not. Prioritize the Legion parking needs as top priority for this principle.	5/7/2021 10:38 AM
16	Add more pedestrian and bike lanes, and narrow 66th so people don't drive so fast	5/7/2021 8:42 AM
17	People with disabilities always get screwed when it comes to parking. It usually means that disabled people can't go anywhere during peak times, like weekends.	5/7/2021 12:17 AM
18	Don't keep building things without appropriate parking	5/6/2021 9:25 PM
19	People need to drive. Limit cars, you limit who will go.	5/6/2021 9:24 PM
20	Um... farmers market, Christmas trees, the 4th and big hockey turnys. Let alone one of the decent playgrounds for kids.	5/6/2021 8:13 PM
21	I disagree with the movement to minimize parking standards that will provide inadequate parking.	5/6/2021 5:48 PM
22	SENIORS CANNOT WALK 2 MILES TO PARK!	5/6/2021 5:45 PM
23	So you remove the parking lots and now everyone going to the rink or pool have to park in the neighborhoods? Not sure you want kids crossing 66th that often	5/6/2021 5:10 PM
24	This is already the case. The only parking provided is for the pavilion and it is necessary for the farmers market.	5/6/2021 4:03 PM
25	We shouldn't need much more parking if we don't build multi-unit housing and expansive shopping/businesses. I don't want to live in Edina.	5/6/2021 3:15 PM
26	No additional parking, please. Preserve the park land.	5/6/2021 3:09 PM
27	Ensure adequate parking for any and all development.	5/6/2021 2:16 PM
28	Know what else will prevent parking issues? NOT BUILDING HUNDREDS OF UNITS NEXT TO THE PARK!	5/6/2021 1:35 PM
29	Large lots already there. Keep the legion	5/6/2021 1:30 PM
30	The park meds parking if you don't want to disturb nearby neighborhoods	5/6/2021 1:22 PM
31	There needs to be much consideration for handicapp parking AND parents with young kids/strollers. Do not remove current resident homes on 66th between portland & 12th	5/6/2021 1:05 PM
32	Sean O'Leary must be drooling to get rid of Richfield of streets.	5/6/2021 11:21 AM
33	It's been discussed and proven over and over that expecting mass transit and bikes does not correlate with less vehicles	5/6/2021 11:11 AM

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34	We have enough bike lanes.	5/6/2021 11:05 AM
35	Just stop	5/6/2021 10:56 AM
36	Already enough vehicular amenities. Encourage other means of transportation that already exist like continued bike and led infrastructure as well as bus stop upkeep.	5/6/2021 10:43 AM
37	This would reduce noise and traffic in the already busy area	5/6/2021 10:24 AM
38	I don't know how to answer this. It would be 'strongly agree' for me and my family personally. But I'm not sure if the city/community is there yet.	5/6/2021 10:13 AM
39	Parking is sufficient now	5/6/2021 9:59 AM
40	People drive cars, get that through your head. The Chamberlain has zero parking, and our neighborhood is now a parking lot. Learn from your mistakes. Again for the people ik the back, PEOPLE STILL DRIVE CARS.	5/6/2021 9:54 AM
41	Address risk of parking at rink/pool if not enough parking is at the residential bldg. Residents will still have to park somewhere.	5/6/2021 9:22 AM

## Q10 Please use this form to leave additional comments.

Answered: 76 Skipped: 36

#	RESPONSES	DATE
1	Keep it beautiful in that area please	5/13/2021 2:38 PM
2	This study was worded in such a way that certain answers could be taken two different ways. It was very difficult to answer in a way that we feel you would clearly understand our viewpoints. The comment sections for each question were helpful but we are still concerned about the statistics being skewed if only the answer choices are looked at. Having a plan to preserve the park should have been an option overall.	5/12/2021 9:54 PM
3	I realize like everything else in Richfield it is already decided what will be done. We will end up with a multi story monster engulfing the west side and taking away not adding to the park experience. We should get something that brings beauty or adds to our parks. Solar tracking flowers? Art? Real flowers? Mix of these?	5/12/2021 9:48 PM
4	Please do not remove homes on the perimeter of Vet's Park. Please do not bring low income housing into the park area.	5/12/2021 12:12 PM
5	exciting but frightening	5/10/2021 5:42 PM
6	I strongly oppose high density apartments in this area due to the impact it will have on our neighborhood. Bring small businesses to the neighborhood mixed with condos. We did not invest in our home and renovate to have high density housing impact our neighborhood and bring down our home value.	5/10/2021 3:19 PM
7	Again, we are all for redevelopment in the study area if it enhances the community, increases home values and provides amenities to the local area. This does not mean however that residents who have called this neighborhood 'home' for the past 'x' years want their investment; e.g., home and normal daily lives impacted by the eyesore/burden of a high-density project. If I were to openly - and without biased - poll my neighbors and those directly adjacent to - or within the study area - I can confidently tell you they'd have no issues with this type of redevelopment in that retail atrocity on 66th and Nicollet Ave S.; e.g., the HUB. #Bulldoze HUB2040.	5/10/2021 3:19 PM
8	I walk around Vets Park every day and I enjoy seeing all the wildlife in the park, I hope all new development efforts will take into account the impact of wildlife in the park. Also I would love to see some basketball hoops at the park or an additional outdoor volleyball court as I know they would be well used.	5/10/2021 11:58 AM
9	The park should accommodate safe walking, biking, and meet the needs of senior citizens and children.	5/10/2021 11:51 AM
10	It would be so nice to see some sort of all inclusive community center in the area, one that caters to all ages. Our youth need a place to be, especially during the colder months.	5/10/2021 8:44 AM
11	Leave the park alone! We do not need housing on our park. If we do not put a community center on the park, then no more buildings. We have enough affordable housing in Richfield. What makes a city vibrant is to have multiple types of residential opportunities. Maybe the city Council should come up with a percentage of how many of each we should have. Use the bell curve. So much high income, so much low income, and the largest amount being middle income.	5/10/2021 7:34 AM
12	I don't want to see any commercial mix to use housing building in Veterans Memorial Park. A low rise community center perhaps. That park is a jewel and allows people to connect with nature. Keep commercial building, high-rise building, commercial building out of that park.	5/10/2021 7:25 AM
13	If you use large buildings in this area, housing that is too expensive for the young or income lacking, you are going to lose all that is good about this area. Profits over nature will not last and we will be looked at being the next Edina which we should do better than Edina b/c we can.	5/9/2021 9:54 PM

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14	The Master Plan for the park has not been to add any residential or commercial facilities. Any uses considered for the American Legion should follow that concept. The use of the space, maybe even the existing building, for an enhanced Community Center would work well	5/9/2021 2:25 PM
15	Thank you for surveying us and working to improve our awesome city.	5/9/2021 11:12 AM
16	Please do not build high density housing here, keep it a beautiful peaceful area of Richfield. Let us be the "central park" of the Twin Cities by not selling out to large buildings but keeping our green space	5/9/2021 10:07 AM
17	There must a formula that calculates park size to the number of people that it can sustain without reducing the quality of the park	5/9/2021 9:47 AM
18	As noted above, I think Richfield should focus more on property value increasing activities and not about mass housing. One of the great parts about Richfield is we are right next to Minneapolis, Edina, and Bloomington and in many ways, our city is much more affordable than these cities. As with the stock market, you buy and hold. This is how Richfield residents like it. By being adjacent to housing areas with higher property values, you will see gains in value unless the cit of Richfield goes about decreasing that value by eating up single family homes and beautiful parks and replacing with mass housing.	5/8/2021 11:31 PM
19	My concern is that the development of the area in/around the park will compromise the current integrity of the park. The park is a gift in this neighborhood and I would love to maintain the quiet nature-in-the-middle-of-the-city environment. Please be careful in the decisions that will be made.	5/8/2021 7:04 PM
20	Tearing down existing houses to build multi-resident housing would hurt the neighborhoods and detract from the park.	5/8/2021 4:29 PM
21	Do not let any developers ruin Veterans Park the way they are damaging Queen Ave or Sheridan Park.	5/8/2021 4:29 PM
22	This park is a true gem for this part of the area, and it needs to be preserved and not over-built. Plans for all sorts of new buildings will drastically change the feel of the park. There should be phases that are re-considered after the project has begun. Additionally, I would love to see a sound barrier wall along the north side of Veteran's park to block Hwy 62, much like along I-35 through south Minneapolis.	5/8/2021 8:06 AM
23	We strongly encourage this area to expand the park as parkland and not any housing or commercial use. We live along 64th street and traffic already is high along this road. If parkland improvement is not feasible then we would like to see something very low density that would will keep additional traffic down	5/8/2021 8:03 AM
24	The questions were hard to answer because they didn't allow for my opinion. It was quite obvious that the decision has been made that building development is happening and you have squelched a significant number of honest opinions to be voiced for those who don't want buildings but want more park space. I'm saddened and disappointed that the city will, once again, say that they gave the public ample opportunities to discuss their ideas, but it won't matter because of how the city manipulated the peoples responses. I want more park space and for the city to reclaim the buildings like the legion, and the home and the mortuary as they might be available to buy. Once housing goes in, it creeps into the park forever. We need to keep every inch of Park and buffering properties we can. We should not put multi story buildings within sight of the part. When in the park, you should look out to trees or residential lots which also have trees. Not to a retail store or condo full of windows.	5/7/2021 10:25 PM
25	Again, poorly designed survey. Most of the questions are written for the council to interpret that respondents are supporting their Minneapolis-lite agenda. Our council reeks of Met-council stupidity.	5/7/2021 8:33 PM
26	These questions are so poorly worded. It is really hard to understand what is meant by the wording of these questions. Honestly, we have an opportunity as a community to purchase this land and preserve additional acres of the park and make it bigger and better. We will never have this opportunity again to preserve open land and nature in this part of the park and I think the city should purchase this with the public in mind--this is a destination BECAUSE it is a natural area and putting buildings with housing in this area creates a quasi-private feel to the park like it is "owned" and meant mainly for those living in the apartment complex or townhomes. This park is for EVERYBODY and should stay that way. We have enough tall apartment building boxes around Richfield Lake and so do NOT do this to Veteran's Park.	5/7/2021 6:38 PM

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People enjoy watching the fireworks on the fourth of July. A tall building will block the view of everyone living behind this building to the west, and that is sad and unfair to take away the views of such a special part of our city's patriotic celebration. We also like to preserve our sunsets and views without a tall building in the background. Please do NOT put any tall structures here! Perhaps this location could be used to draw more people to Richfield by expanding the city pool to include more water features such as a wave pool, lazy river, islands, obstacle course, and more! Look at what other communities have done with their pool and water areas. We could do SO MUCH! People come from all over, families with small children, school groups, youth, and more, to enjoy a large outdoor pool area and new features keep it exciting and attractive. It is a perfect location with the picnic and play areas and bandshell nearby as well as nature trails and bike trails. THINK of all the wonderful opportunities the city has when it preserves SPACE! Instead of filling it with another apartment building. We have so many already. We don't need to be another metropolis. We need (and LOVE) the small-town feel of our community. We like the quiet streets and small single family homes and neighborhood parks. If we want to add tall apartment buildings, look to our city "center" area, such as the Hub and Lyndale and 66th street where we can create a nicer "downtown" feel, something like Hopkins has done with a historic or vintage look as well as modern. Something like 50th and France, with trendy outdoor areas and shopping. That would be GREAT by the Hub. But NOT by Veteran's Park, which is more of an outdoor, nature-loving destination. If you want to put money into something, add to the park. That is what I think most of us want. Thank you.

27	There is not much crime in this neighborhood now. Please don't invite more crime in by providing a culture where crime thrives. Don't look at this as a way of increasing the tax base by bringing in more people. Look at it as a way to ruin the peace in a peaceful neighborhood. Put bigger buildings around the Hub area, not in people's backyards.	5/7/2021 3:57 PM
28	We've leaved here a long time and I'd rather pay higher taxes they ruin our city by adding more housing that always brings more crime to the city. You can get to anything you need quickly currently in Richfield and that's why we live here and wish to continue to. People who are making this type of decisions normally don't live in the area they want to change. And most of if not all the changes are only made to increase revenue for the city. I have to live within my budget so the city needs to learn how to do that also. I realize cost go up but it should not happen because city leaders want to make themselves look good	5/7/2021 2:00 PM
29	Thru out this entire study, there has been no " hard facts" in writing as part of this study..about the the Legion and its historical and active involmnet in this property's past; and the importance of the Legion to continue in a highly prominent visible building including ensuring the parking needs and every other objective need of the Legion is protected by ordinance. The City has done a fine job of disrespecting the many men and women associated with the Legion and the significant contribution of \$\$ and service to all nonprofits that provide service to those in need the most.	5/7/2021 10:38 AM
30	Glad Richfield is thinking progressively!! Don't listen to the nay-sayers on Facebook please, these are all good ideas!	5/7/2021 8:42 AM
31	This is an opportunity to go well beyond what is required by the ADA for accessibility, and truly make accessibility a priority, and not just the bare minimum to be in compliance with the ADA. There should be a Bus drop off area, like a HUB, not just how it is now where the bus just stops in the street. Also there should be a drop off area/s for Metro Mobility and cars to drop off people with disabilities, or who cannot walk far distances. More than one drop off area would be ideal. This is the hardest for seniors and others who cannot walk far distances, when they go to the zoo, the fair, or large parks, and the drop off area is half a mile, or more from where you want to go. We also will need more than one drop off site if you are going to limit parking spots. The ratio required for how many disability parking spots you have to have in relation to the total number of parking spots has not been updated in decades and there are way more people with disabilities now, and the population will continue to grow, due to better medical care, and the Boomers aging. Cutting down on parking spots usually means that people without disabilities are more likely to park in disability spots, which no one ever enforces. What this usually means is that people with disabilities cannot go places during peak times. For example, people with a disabled family member, or senior, knew that they could not go to the mall of america on the weekends unless they got there when they opened their doors because all of the disability parking would be taken. This means no participating in farmers market, big events at the park, etc, You just have to accept that you can't go. If there are good places for bus drop off, and not just in the street the way it is now this would help because it would be easier to take the bus to the park. Small merchants would be great, as a destination,	5/7/2021 12:17 AM



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as well as regular park goers. As far as walking, there is the HUB and Target, and if you live right in the middle of the two it's not as easy to walk to. It would be nice to have some things to walk to in that area.

32	Leave the park alone! Let the legion sell provided the neighboring homes views are not affected. Richfield, come on now, you're already building a TON of apt buildings....finish and FILL those before you start any more!	5/6/2021 11:20 PM
33	I would love to see a splash pad added. There are none in Richfield!	5/6/2021 10:40 PM
34	Please leave this park alone. Of you must build more high density homes push it to the Hwy 77 / 494 corridor.	5/6/2021 9:54 PM
35	Keep the American Legion at the park.	5/6/2021 9:39 PM
36	The city council will continue to ignore the long term residents until they are held accountable or the community leaves	5/6/2021 9:25 PM
37	Preserve the park and keep the views. By the way, is the bandshell ever going to be used for anything???? I am completely against more housing.	5/6/2021 9:24 PM
38	No high rises.	5/6/2021 9:17 PM
39	Building apartments of any kind, especially high density, would take away from the beauty of the park.	5/6/2021 8:58 PM
40	Don't take single family homes. Richfield will lose its small town feel in a big city	5/6/2021 8:46 PM
41	We the city of Richfield have enough low income apartments, \$600-700K condos, old folk homes. Leave the parks alone, the more parks you take away the more people with good income and education will leave. Don't get money hungry, think of it as if you were a kid. Would you rather be able to walk around a nice park not filled with dumb apartments and condos or NATURE.	5/6/2021 8:13 PM
42	Prefer to see the higher volume stay down off of Portland rather than create additional high volume on 66th street as you drive East from Portland	5/6/2021 5:57 PM
43	No new construction, No cutting down trees, No tearing down of any existing homes, No new retail.	5/6/2021 5:48 PM
44	I oppose development on the Veteran's Park site that would be too intensive near a wildlife area. Whatever goes in on the Legion site, I want an environmental impact study conducted.	5/6/2021 5:48 PM
45	DO NOT TAKE ONE FOOT FOR NEW BUILDING CONSTRUCTION UNLESS IT IS DOR A COMMUNITY CENTER OR COMMUNITY HEALTH CLUB.	5/6/2021 5:45 PM
46	Richfield is turning into downtown Minneapolis and taking all open spaces and building high rises. It will soon no longer be the Urban Hometown and be an extension of Minneapolis. Not what I signed up for when becoming a resident.	5/6/2021 5:10 PM
47	Don't bastardize this space to make a buck.	5/6/2021 4:53 PM
48	I want to see development of a disc-golf course in one of our parks. Maybe Veterans park is suitable. If you are not the right person to consider this, would you please pass the request on to someone who is? Thank you in advance.	5/6/2021 4:13 PM
49	I strongly oppose buildings in this area, particularly tall ones that will shade the pool and open recreation areas. Our parks and the open space they provide are the gems of Richfield. Leave them alone	5/6/2021 3:57 PM
50	Please stop trying to develop Richfield into a densely populated neighborhood with businesses and housing stacked on top of each other for miles. Your residents like having safe neighborhoods and good roads and we love our parks...but we are not South Minneapolis or Edina and don't want to be! Listen to your constituents and stop trying to make Richfield more populous!!	5/6/2021 3:15 PM
51	I'm disappointed in the wording of these questions. They are worded in such a way to stimulate positive response to building businesses and high density housing in veteran's park. I expect surveys to be written impartially. It's a park with forest, swamps and animals. This should not be "redeveloped" with said items. There is sufficient access already from almost all sides. I can't imagine veteran's park with "views" of high density housing, no matter how architecturally	5/6/2021 3:09 PM

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pleasing. The increase in traffic, construction, noise will obviously negatively impact Veterans park. The wording of these questions are obviously leading. I expect civil servants to listen to the community rather than influence it.

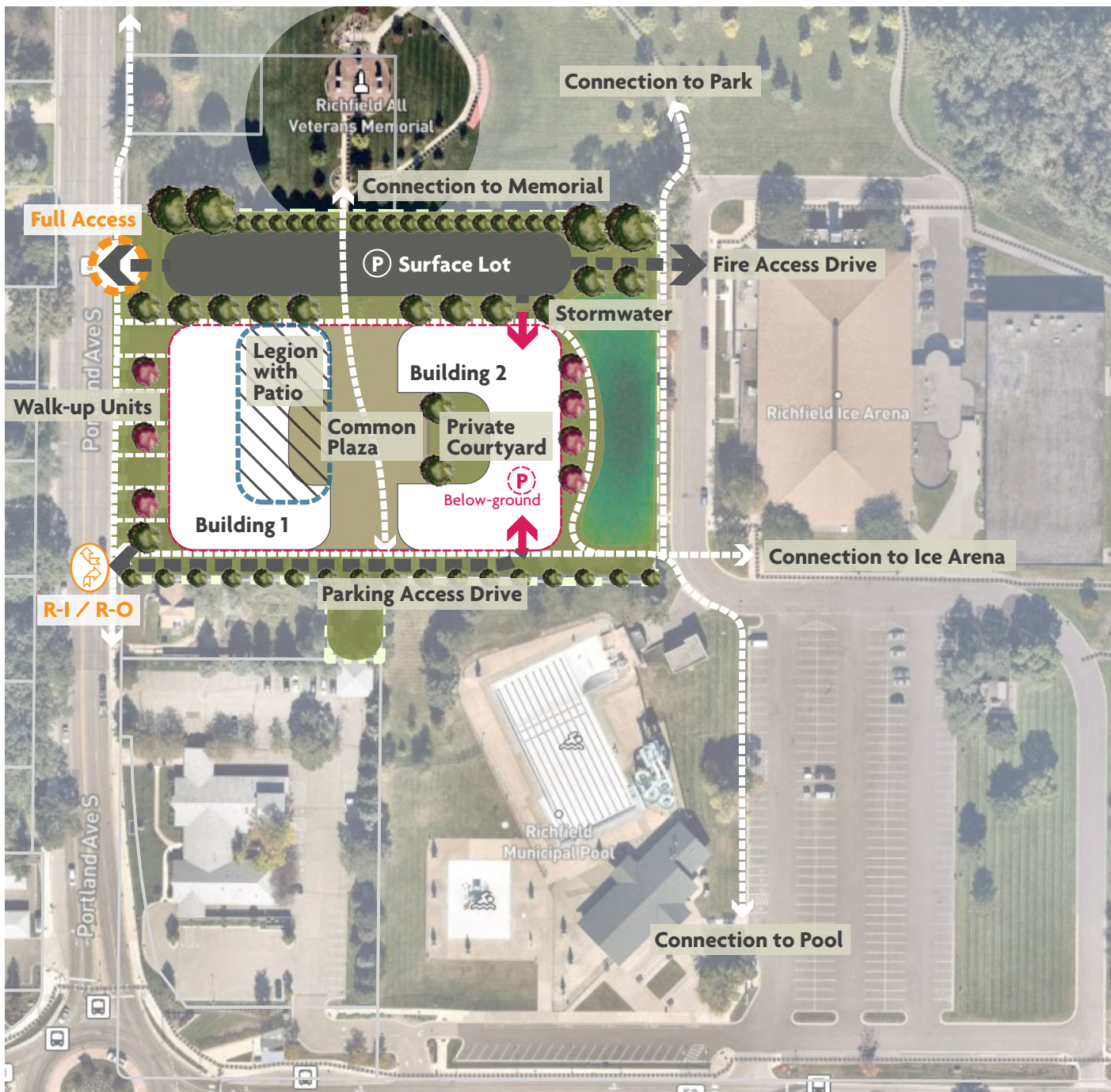
52	Please do not put high or medium density in this area. Expand the facilities that we already have e.g. the park and pool.	5/6/2021 2:36 PM
53	Please just stop the high density, multi story development on the borders and all of the main corridors throughout Richfield...enough already	5/6/2021 2:16 PM
54	Do not tear down any houses along 11th Avenue, 66th or Portland. We do not want apartments, condo, townhomes built near or in the park. This will take away from the park. Veterans Park is not a premier destination. It is used as a quiet park for residents living near the park and for those who want to drive a short distance to get to the park. The VFW does need to be cleaned up and something could be built in that location that would add to the amenities of the park. Housing would not add to the park amenities.	5/6/2021 2:00 PM
55	STOP TAKING HOMES FROM FAMILIES FOR PENNIES ON THE DOLLAR. STOP BUILDING. NOTHING HAS BEEN FINISHED OR MAINTAINED IN YEARS.	5/6/2021 1:36 PM
56	Not like you'll listen anyway, but you already have several unfinished gigantic high density housing projects in progress. We have not yet seen the impact on schools, roads, parks, etc, yet you want to forge ahead on introducing even MORE. Richfield is a first ring suburb, not Minneapolis proper. "The Urban Hometown" Richfield touts as a motto is steadily being stolen from its residents by greedy city planners and government officials. Our schools aren't even rated in the upper half of the state, but tax reductions are being given to commercial apartment developers constantly. Residents in single family homes have 6+ story apartments towering over their backyards, taking away their privacy, reducing their property's total value (because no one wants to live where there is no parking and people can watch every move you make on your own property), and Richfield just keeps approving these projects. If you want high density housing so badly, focus on actual high density areas--the hub sits as a largely empty parking lot and an empty grocery store, and is an area where high density housing makes sense. Instead, you plan to overshadow large portions of the park with a tall apartment building, and add hundreds of vehicle and residential traffic which will have a negative effect on the wildlife that makes Veteran's Memorial Park their home. The bright, sunny areas of the pool and park where existing citizens enjoyed spending their summer days will be shaded and overcrowded and apartment residents who didn't want to pay for parking spots will crowd the lots at the park and ice arena. Furthermore, your plan appears to include taking existing single family homes, driving more and more residents away. Yes, there is a shortage of affordable housing. No, many of those people don't want to live in yet another cookie cutter generic apartment. They want single family homes they can afford and can use to build wealth and community roots. Please don't do this plan. If private development MUST come to the former site of the Legion, please make it a low level multipurpose construction. Perhaps retail or community use rooms on the first floor and a max of two levels of housing above. No high density housing in this area!	5/6/2021 1:35 PM
57	Keep the legion and the atmosphere there. We don't need it to look like the new weird condos next to target that stand out like sore thumbs. Keep the legion and little Vegas!	5/6/2021 1:30 PM
58	I'm in my 30th year of living in this neighborhood and homes were eliminated when the roundabout was put in at 66th & Portland. I am retired now and sincerely hope homes on Oakland Avenue will not be eliminated like they were on Portland (directly behind my house on the West side).	5/6/2021 1:25 PM
59	Please keep the open feeling around this park. Do not reduce open space	5/6/2021 1:22 PM
60	According to the post card sent to residents near Vets, it appears residential homes on 66th between portland & 12th will be removed and low density housing & shops will be added. This makes NO sense & is very upsetting to current residents! Why not put that money into updating the old, unkept, commercial buildings along 66th from 12th ave to Richfield Pkwy?? Vets park is beautiful, adding buildings and low density living to the south side ( where homes currently are) would distract from the peacefulness of the area. In the 35 years I have lived in Richfield, far too many family & friends were forced to move from their beloved homes (Best Buy area, Target area, Chamberin apt area). As with the developments, just listed, the city 'heard' concerns from the residents, but went ahead and did it anyways....which makes surveys like this pointless.	5/6/2021 1:05 PM

PORTLAND AND 66TH SUB-AREA STUDY

61	When you ask these questions do you even care to read the comments? It is already a done deal go-ahead slam HD housing and make it all section 42 housing.	5/6/2021 11:21 AM
62	I am a long-time Richfield resident (over 40 years) but when I was in a west-Metro suburb, my mom still lived here (before I came back). I think any type of a multi story unit would be a bad move for that area, and would encourage more crime. Look at the high-rise buildings and the crime they bring in Minneapolis. People see those opportunities, and there is easy access to that area for those people. That is just one reason but a key one.	5/6/2021 11:11 AM
63	Please stop tearing down single family homes. It's already hard enough to find something affordable.	5/6/2021 11:07 AM
64	The recent changes to Richfield has destroyed the charm and character of the city. Have you never noticed that high density brings crime? And Richfield has more than it's fair share of both.	5/6/2021 11:05 AM
65	We have enough redevelopment that includes apartments & condos. What we need is to focus on the business still in our city	5/6/2021 10:56 AM
66	I know it's been recently voted down, but this is our city's chance to utilize the vacancy of the Legion site, in combination with the structures already present in the area (park, lake, pavilion, pool, ice arena, band shell) to create a community center in the city that meets the needs of residents in a way that the current building at Augsburg has never been able to do. How much private investor funds are needed to persuade city leadership to move forward with such a thing? I'll raise the money! I'm here to talk whenever: BJ Skoog // beejskoog@gmail.com	5/6/2021 10:53 AM
67	No high rise structures taller than 3 stories	5/6/2021 10:46 AM
68	Keep in mind people use this space to peacefully enjoy the environment (open green space of the large park, community—farmers market/bandshell/pool, enjoying wildlife) in a city already filled with noise and lights due to its proximity to Minneapolis and the airport and highways. Anything that will contribute to maintaining Veterans Park as that peaceful oasis much like Woodlake should be encouraged.	5/6/2021 10:43 AM
69	Building apartments that will not be affordable around a perfectly good neighborhood is not a good idea. I don't live in that neighborhood but I would be furious if everything in the plan would happen by my house	5/6/2021 10:24 AM
70	Having a large apartment building in the same block as better and park, especially in Portland is going to increase accidents and reduce traffic flow. An apartment building that is tall, will not fit in with the other buildings in the area. This would take away from the parks ascetic, make the park more busy, increase potential crime, and increase garbage, debris and cleanliness of the park.	5/6/2021 10:24 AM
71	Don't build up around the park, it will lose the neighborhood feel.	5/6/2021 10:21 AM
72	I am not sure why more housing and commercial projects need to be done along Portland when there are already some strips of vacant businesses along that road and there are unfinished housing projects in development. I think more areas of the park should be dedicated to prairie restoration	5/6/2021 10:04 AM
73	This is absurd! Stop overpopulating a green space and stop taking people's homes. Very bad idea and bad for the environment	5/6/2021 9:59 AM
74	Would love more food/drink options near the park - a brewery, patio restaurant, anything like that. Today many of the dining options in Richfield feel disconnected from the vibrant natural spaces we have in Richfield - we can *either* go to the park or go to eat, but never both. A model that comes to mind is Sea Salt restaurant in Minnehaha park. Provide more opportunity to help people *stay* in the park, not just come visit for an hour and need to leave at lunchtime, or rely on bringing their own food - it would help establish the park as a Third Place ( <a href="https://en.wikipedia.org/wiki/Third_place">https://en.wikipedia.org/wiki/Third_place</a> ) IMO.	5/6/2021 9:58 AM
75	Leave Vets Park, and the corridor and single family homes alone. Bad planning has already destroyed much of Richfield. Just stop!	5/6/2021 9:54 AM
76	I firmly believe we need a bigger community center such as what Shoreview or Eden Prairie has. This would be such a wonderful addition to Richfield.	5/6/2021 9:48 AM

# ATTACHMENT C - SITE CAPACITY STUDY





## Concept 1 Design Assumptions

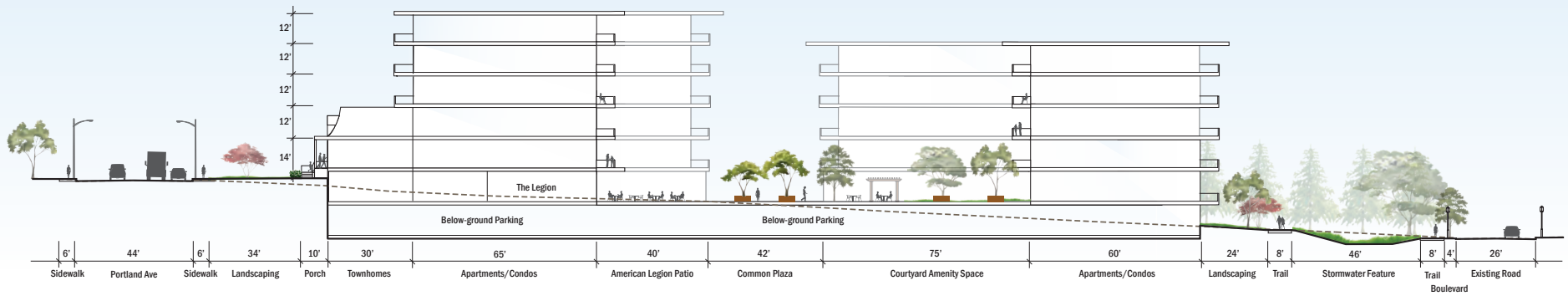
- » Retain access (e.g., right-in/right-out) onto Portland Avenue south of the site
- » Enhanced pedestrian/bicycle connections are provided to and through the site
- » Pedestrian plaza and outdoor seating
- » Building 1
  - 5 stories, 75 to 127 units\*
- » Building 2
  - 5 stories, 85 to 165 units\*
- » Surface Parking: 26-72 +/- spaces
- » Enclosed Parking: 192 +/- spaces (1 level)

## Base Design Assumptions

- » North/south bike and pedestrian connections between the site, pool, and the Veterans memorial
- » East/west bike and pedestrian connections
- » Vehicle access to/from Portland Avenue is shifted north on site (traffic control TBD)
- » Surface parking is provided to accommodate American Legion guests and Veterans Memorial visitors
- » Enclosed parking is provided for residents
- » Outdoor open space requirement of 300 sf/unit, with potential of 150 sf being provided by individual balconies and porches
- » Maximum lot coverage of 30%
- » Stormwater management (ponding) is designed to be a site amenity and serve as a buffer between development and the ice arena
- » Trees are preserved to the north between the parking lot and Veterans memorial

\* Unit ranges based on 1,000 sf – 800 sf average unit size / each individual floor plate

American Legion Site: Concept 1



## Concept 1 Section | American Legion Site Redevelopment







American Legion Site: Concept 2

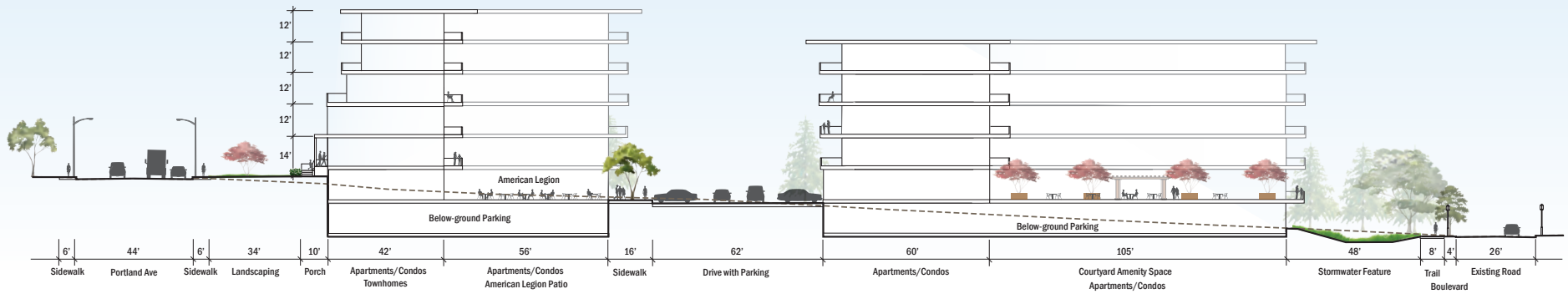
## Concept 2 Design Assumptions

- » Retain access (e.g., right-in/right-out) onto Portland Avenue south of the site
- » Limited pedestrian plaza space and outdoor seating
- » Enhanced traffic circulation and additional surface parking is provided onsite
- » Building 1 (Veterans Housing)
  - 5 stories, 95 to 125 units\*
- » Building 2 (Market Rate)
  - 5 stories, 85 to 105 units\*
- » Surface Parking: 88 +/- spaces
- » Enclosed Parking: 68 +/- spaces

## Base Design Assumptions

- » North/south bike and pedestrian connections between the site, pool, and the Veterans memorial
- » East/west bike and pedestrian connections
- » Vehicle access to/from Portland Avenue is shifted north on site (traffic control TBD)
- » Surface parking is provided to accommodate American Legion guests and Veterans Memorial visitors
- » Enclosed parking is provided for residents
- » Outdoor open space requirement of 300 sf/unit, with potential of 150 sf being provided by individual balconies and porches
- » Maximum lot coverage of 30%
- » Stormwater management (ponding) is designed to be a site amenity and serve as a buffer between development and the ice arena
- » Trees are preserved to the north between the parking lot and Veterans memorial

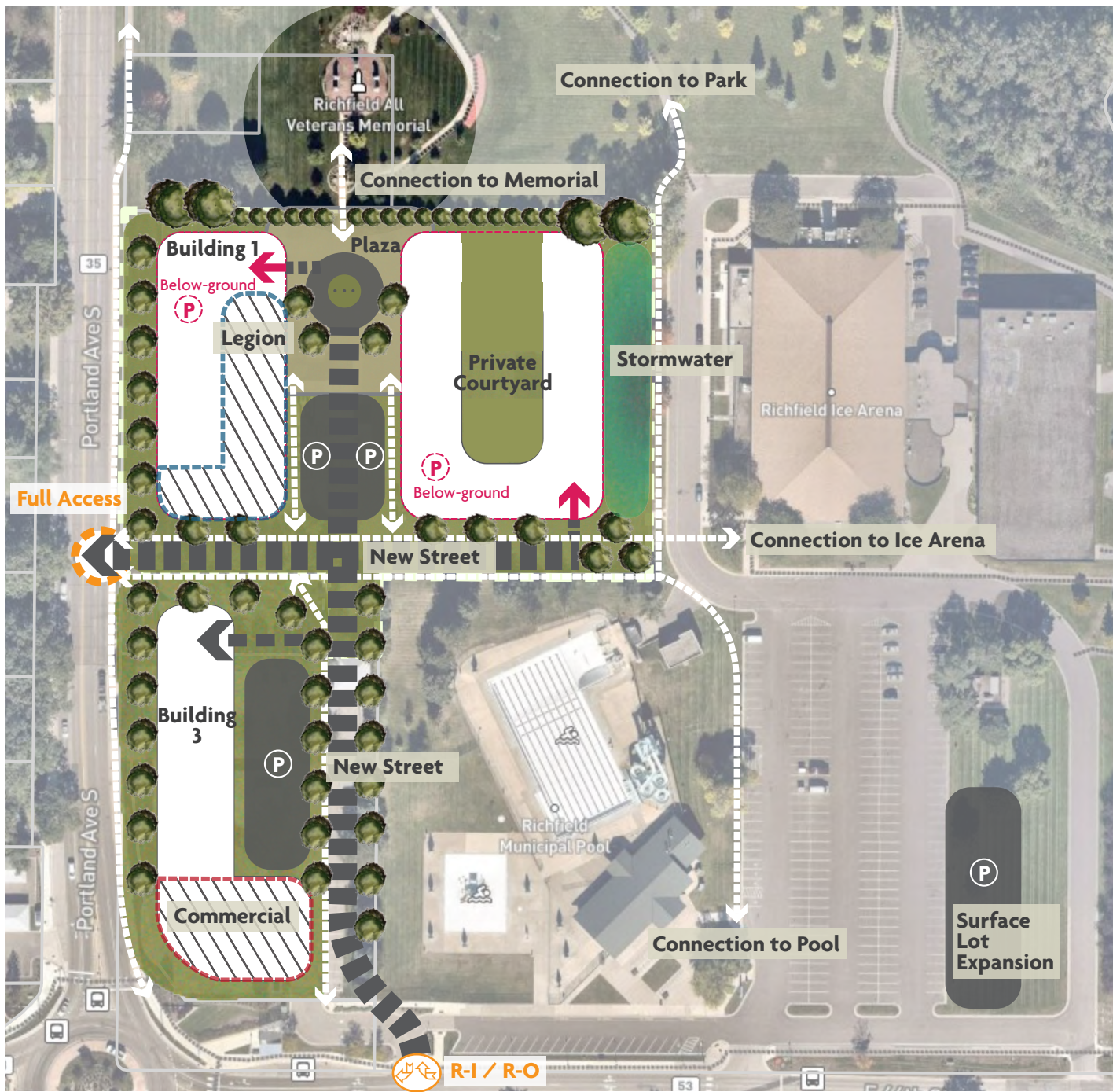
\* Unit ranges based on 1,000 sf – 800 sf average unit size / each individual floor plate



## Concept 2 Section | American Legion Site Redevelopment







American Legion Site: Concept 3

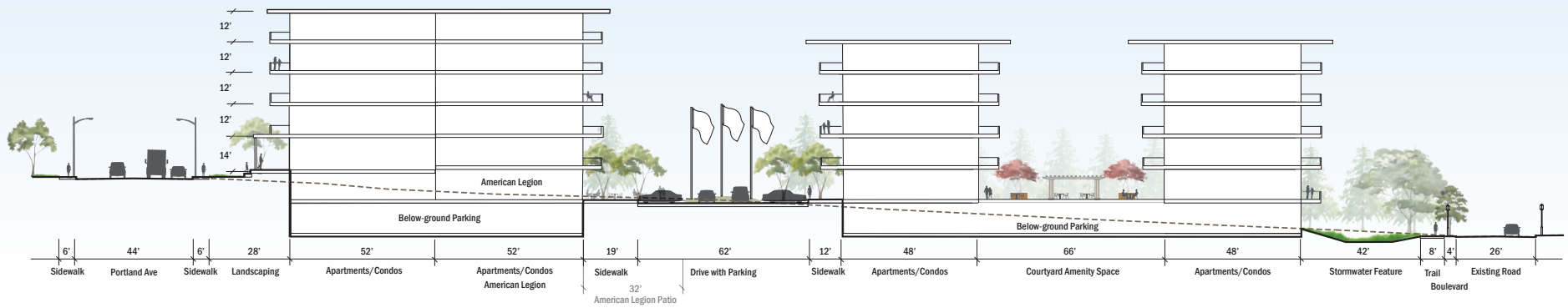
### Concept 3 Design Assumptions

- » Redevelopment includes other properties in the NE quadrant
- » Surface parking for American Legion guests and Veterans memorial visitors relocated to the interior of the site
- » Vehicular drop-off zone
- » Enhanced traffic circulation and additional surface parking is provided between the site, pool, and ice arena
- » Building 1
  - 5 stories, 50 to 75 units\*
- » Building 2
  - 5 stories, 209 to 240 units\*
- » Surface Parking: 52 +/- spaces
- » Enclosed Parking: 216 +/- spaces

### Base Design Assumptions

- » North/south bike and pedestrian connections between the site, pool, and the Veterans memorial
- » East/west bike and pedestrian connections
- » Vehicle access to/from Portland Avenue is shifted north on site (traffic control TBD)
- » Surface parking is provided to accommodate American Legion guests and Veterans Memorial visitors
- » Enclosed parking is provided for residents
- » Outdoor open space requirement of 300 sf/unit, with potential of 150 sf being provided by individual balconies and porches
- » Maximum lot coverage of 30%
- » Stormwater management (ponding) is designed to be a site amenity and serve as a buffer between development and the ice arena
- » Trees are preserved to the north between the parking lot and Veterans memorial

\* Unit ranges based on 1,000 sf – 800 sf average unit size / each individual floor plate



## Concept 3 Section | American Legion Site Redevelopment







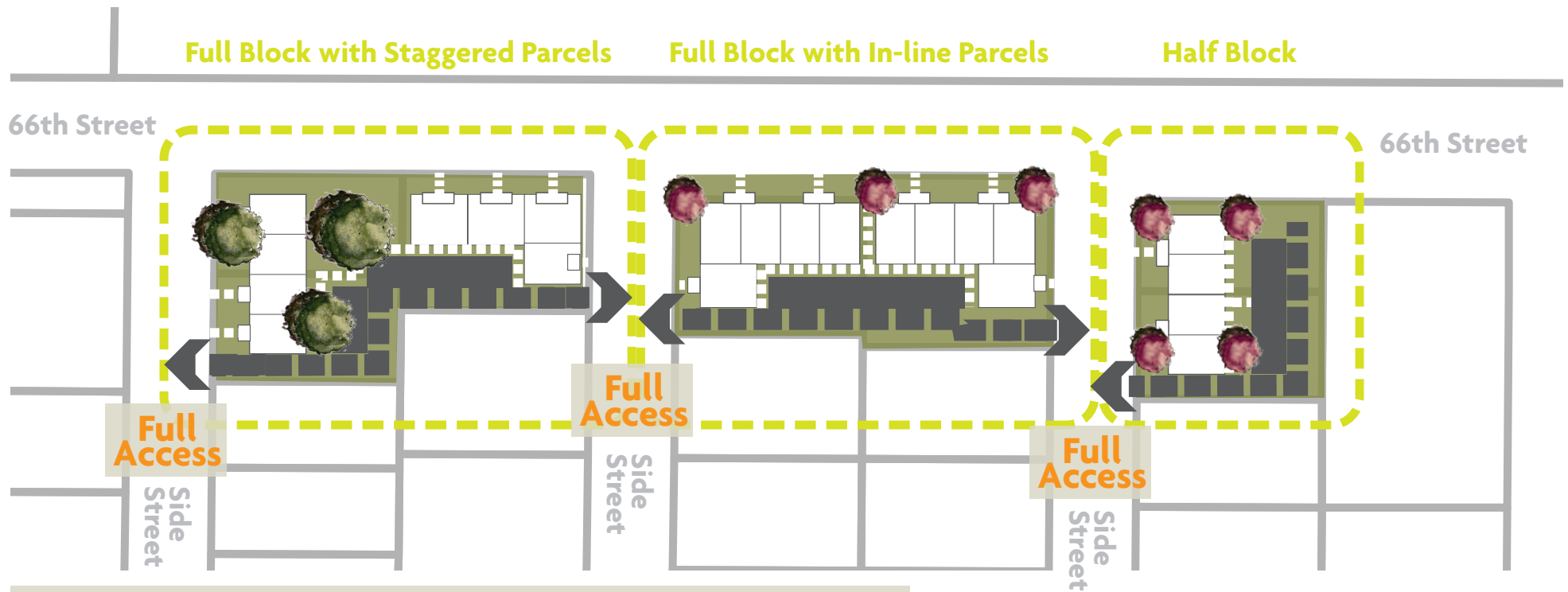
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**Southeast Quadrant Redevelopment:  
Concept 1**



**Southeast Quadrant Redevelopment:  
Concept 2**





## Medium-density Residential Infill Examples along 66th

### Framework Assumptions

- » As properties become available for purchase, in the case of willing sellers, redevelop single family homes so that they are in line with the recommended medium-density residential zoning
- » Preserve existing high quality trees where possible
- » Access from side streets (not off of 66th Street)
- » New residences front 66th Street where possible and keep parking in the rear (surface or attached)
- » 3-story maximum height (to match existing MDR)
- » Provide a buffer to existing residential homes

# ATTACHMENT D - VISUAL REPRESENTATION OF A CONCEPTUAL 5 STORY MULTIFAMILY RESIDENTIAL DEVELOPMENT





**CITY OF RICHFIELD** | AERIAL: LOOKING NORTH-WEST FROM EAST 66TH





**CITY OF RICHFIELD** | AERIAL: LOOKING SOUTH-EAST FROM PORTLAND AVE





CITY OF RICHFIELD | LOOKING NORTH-WEST FROM COMMUNITY POOL





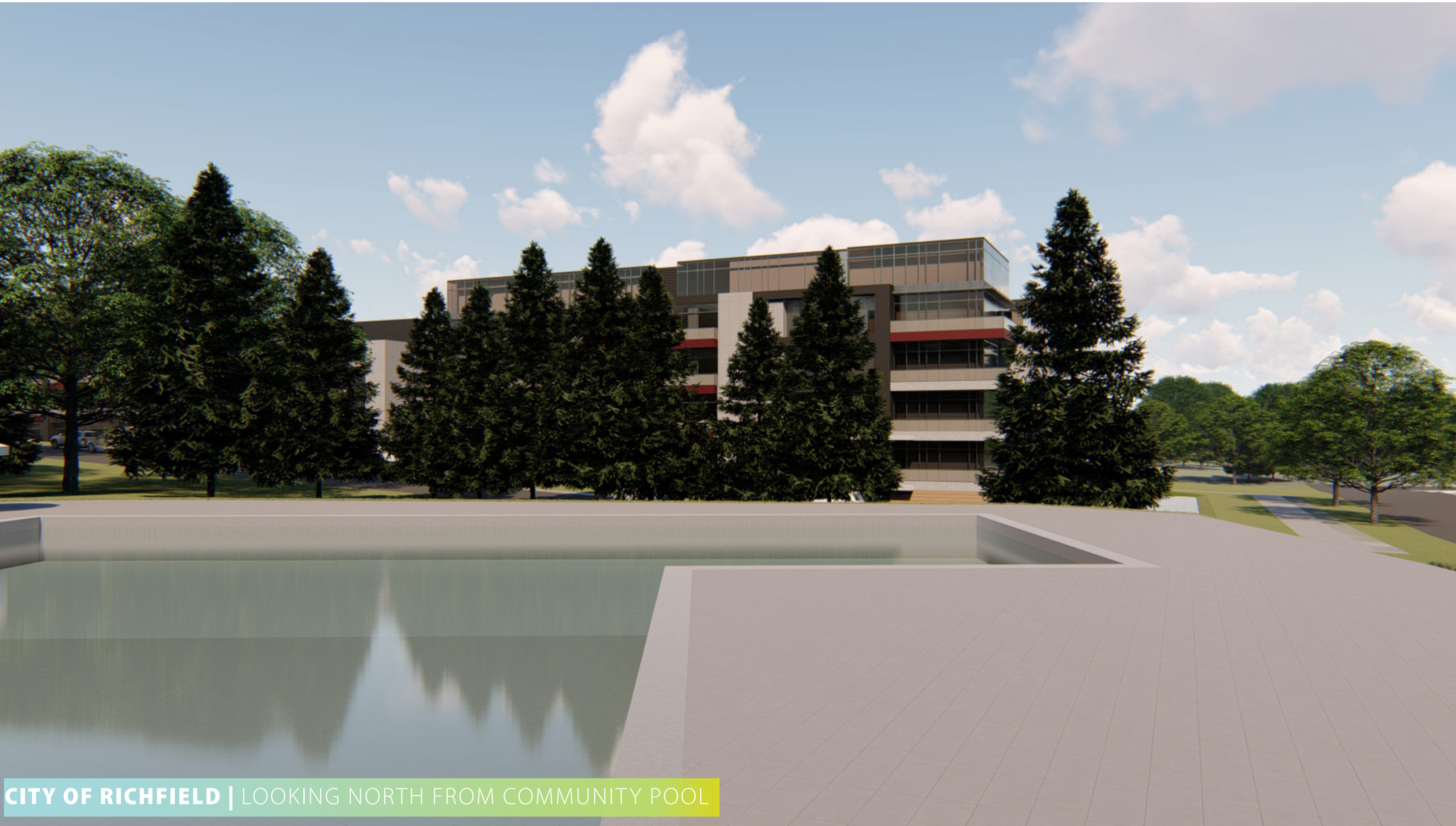
**CITY OF RICHFIELD** | LOOKING NORTH-WEST FROM EAST 66TH STREET





**CITY OF RICHFIELD** | LOOKING NORTH FROM EAST 66TH STREET





**CITY OF RICHFIELD** | LOOKING NORTH FROM COMMUNITY POOL





**CITY OF RICHFIELD** | LOOKING SOUTH-EAST FROM PORTLAND AVE





**CITY OF RICHFIELD** | LOOKING EAST FROM PORTLAND AVE



# ATTACHMENT E - PROPOSED OVERLAY DISTRICT LANGUAGE



## 541.25. – Portland Avenue and 66<sup>th</sup> Street Overlay District.

**Subdivision 1. Purpose and intent.** The Portland Avenue and 66<sup>th</sup> Street Overlay District promotes both redevelopment of existing structures and new development to provide a balanced mix of compatible uses in proximity to the Veterans Memorial Park. Design regulations are provided to produce structures of consistent character and of appropriate scale that transition from single family residential to higher density mixed use and community commercial. The intent of the Overlay District is to guide the design character of redevelopment and revitalization in ways that are sensitive to the intent of the Comprehensive Plan and its surrounding land uses, while adhering to the *Portland Avenue and 66<sup>th</sup> Street Sub Area Study's* Development Principles:

- **Personal Connections:** Support redevelopment projects that preserves and enhances the ability of residents and users of Veterans Memorial Park to make personal connections to the park.
- **Park & Neighborhood Connectivity:** Increase connectivity to Veterans Memorial Park by incorporating vehicle, pedestrian and bicycle connections between park destinations (e.g., the Memorial, lake, ice arena, and swimming pool), neighborhoods, and redevelopment sites along Portland Avenue and 66<sup>th</sup> Street.
- **Diversify Housing Options:** Use redevelopment sites to expand the mix of housing in the area such as row/townhouse, affordable units, courtyard apartments, courtyard cottages, and live-work units.
- **Convenient Commercial:** Encourage a mix of community and small neighborhood commercial businesses in proximity to residential areas and the park destinations as an important amenity for residents and park visitors.
- **Sustainable Development:** Use sustainable design practices and new technology in developments that will help create a healthy, sustainable, vibrant neighborhood, and contribute to the park environment.
- **Building Transition:** Require site design and building architectural characteristics that provide appropriate transitions between single family residential neighborhoods and higher intensity uses.
- **Building Heights:** Locate the tallest portions of buildings away from adjacent low density residences. For sites adjacent to Veterans Memorial Park, locate the tallest portions of buildings away from the park's open areas.
- **Building Massing:** Locate and design buildings to preserve views to/from the park's open areas and minimize potential shadowing of the park.
- **Quantity of Parking:** Minimize parking needs by leveraging the study area's location along multimodal corridors to reduce the use of the automobile.

**Subd. 2. Creation of district and applicability.** The Portland Avenue and 66<sup>th</sup> Street (PSS) District shall apply to properties designated within Appendix I of this Code.

**Subd. 3. Applicable regulations.**

All permitted, accessory, and conditional uses allowed in the underlying Districts shall be allowed in the PSS Overlay District with the following additions, qualifications, and/or exceptions:

The following abbreviations are used below:

Permitted use - P

Accessory use – A

Conditional use - C

- MR-3 in the PSS Overlay District:
  - Offices and clinics - A
  - Restaurant Class I (serving alcohol) – A/C
  - Restaurant Class II (traditional/cafeteria) - A
  - Restaurant Class IV (take out only) - A
  - Retail services, general - A
  - Retail services, neighborhood – A
  - Taproom/cocktail room – A/C
  - Additions for accessory uses:
    - All accessory uses shall be contained within the principal residential building.
    - All accessory uses shall have street frontage.
    - All accessory uses shall be located on the ground floor and shall not exceed 15,000 square feet.
  
- C-2 in the PSS Overlay District:
  - Assisted living facilities, nursing or rest homes above ground floor commercial - P
  - Dwelling, multifamily above ground floor commercial - P
  - Live-work units above ground floor commercial - P

**Subd. 4. Bulk and dimensional standards.** All bulk and dimensional standards applicable in the underlying districts, as found in Subsections [525.11](#) (MR-2), [527.11](#) (MR-3), and [534.11](#) (C-2) of this Code, shall apply in the PSS Overlay District with the following additions, qualifications, and/or exceptions:

a) MR-2 in the PSS Overlay District:

- Front yard setback: The minimum front yard setback shall be 10 feet and the maximum shall be 25 feet along.
- Parking shall be located in the rear and/or side yards of the building.

b) MR-3 in the PSS Overlay District:

- Building height: The principal building heights shall be a minimum of 20 feet and up to a maximum of 55 feet or 5 stories, whichever is less.
  - Building heights shall be measured from the building footprint's average ground level elevation.
  - Floors above the third floor shall be stepped back a minimum of 15 feet when adjacent to public streets and public land. Step backs may be adjusted depending on specific site conditions and building placements.
- Maximum building coverage: 40%
- Front yard setback: The minimum front yard setback shall be 15 feet and the maximum shall be 25 feet.
- Rear and side yard setbacks: When adjacent to Veterans Memorial Park, the required rear and side yard setbacks shall prioritize greenspace and landscaping as a transition/buffer to the Park.

c) C-2 in the PSS Overlay District:

- Front yard setback: The minimum front yard setback shall be 15 feet and the maximum shall be 25 feet.
- Rear and side yard setbacks: When adjacent to Veterans Memorial Park, the required rear and side yard setbacks shall prioritize greenspace and landscaping as a transition/buffer to the Park.
- Parking shall be located in the rear and/or side yards of the building.

**Subd. 5. Other performance standards.** All additional performance standards applicable in underlying districts shall apply in the PSS District with the following additions, qualifications, and/or exceptions:

a) MR-2 in the PSS Overlay District:

- A minimum of one primary building entrance shall face Portland Avenue or 66th Street depending on where the property is located.

b) MR-3 in the PSS Overlay District:

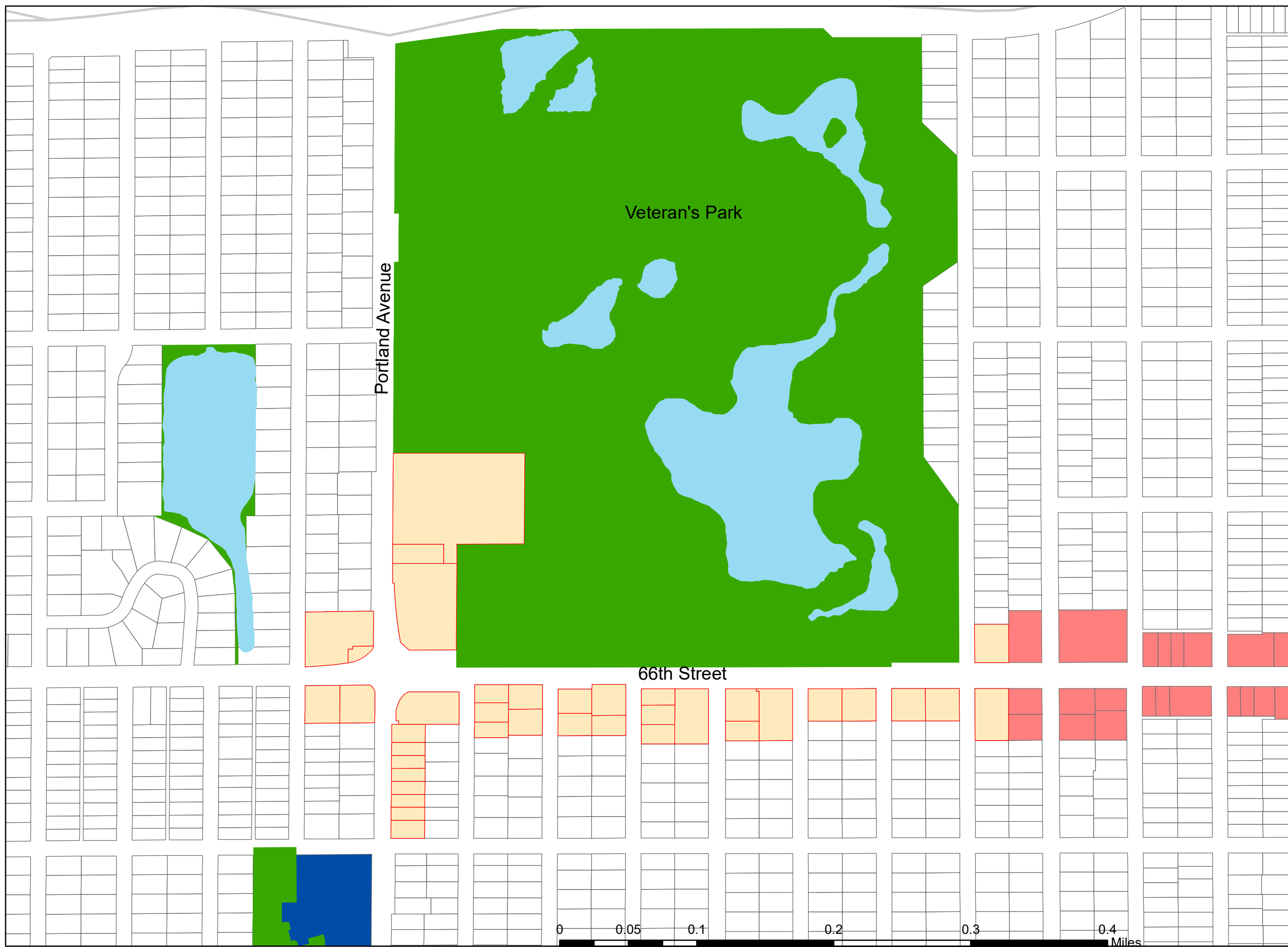
- Residential development shall include a minimum of two types of residential land uses that expand the variety of lifecycle housing options in the study area.
- A lot larger than two (2) acres is allowed to include a second building for all permitted, accessory, and conditional uses allowed in the MR-3 District.
  - The two buildings shall be grouped into a single polygon to assess compliance with required setbacks.
- Existing trees shall be protected and preserved to the greatest degree possible.
- Pedestrian facilities shall be placed along the site's perimeter to provide walking connections between the public street and public amenities such as Veterans Memorial Park.
- Stormwater shall be managed onsite by using best management practices, such as raingardens, green roofs, and bio-infiltration swales to create aesthetically pleasing and useable public spaces or underground systems.
- Sites north of 66<sup>th</sup> Street shall plan internal traffic circulation to accommodate the potential for a north-south road (an approximate extension of Oakland Avenue) that would connect the sites to 66th Street.
- A shadow study shall be required as part of the development review process to evaluate potential impacts of shadowing on adjacent properties, measured by the sun's position at the time of the summer solstice.
- A minimum of one primary building entrance is required on each street façade and at least one building entrance every 75 feet of each street façade.

c) C-2 in the PSS Overlay District:

- Existing trees shall be protected and preserved to the greatest degree possible.
- Pedestrian facilities shall be placed along the site's perimeter to provide walking connections between the public street and public amenities such as, Veterans Memorial Park.
- Sites north of 66<sup>th</sup> Street shall plan internal traffic circulation to accommodate the potential for a north-south road (an approximate extension of Oakland Avenue) that would connect the sites to 66th Street.
- Stormwater shall be managed onsite by using best management practices, such as raingardens, green roofs, and bio-infiltration swales to create aesthetically pleasing and useable public spaces or underground systems.



# Veteran's Park Area Study Area



- 2040 Planned Land Use**
- Proposed Study / Moratorium Area
  - Mixed Use
  - Regional Commercial
  - Community Commercial
  - Neighborhood Commercial
  - High Density Residential
  - Medium Density Residential
  - Low Density Residential
  - Park
  - Quasi-Public
  - Right-of-Way (ROW)

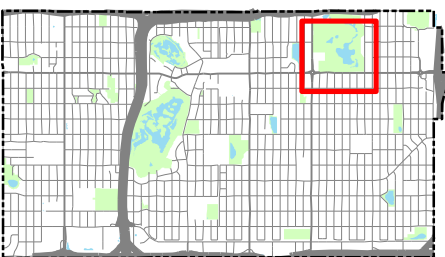
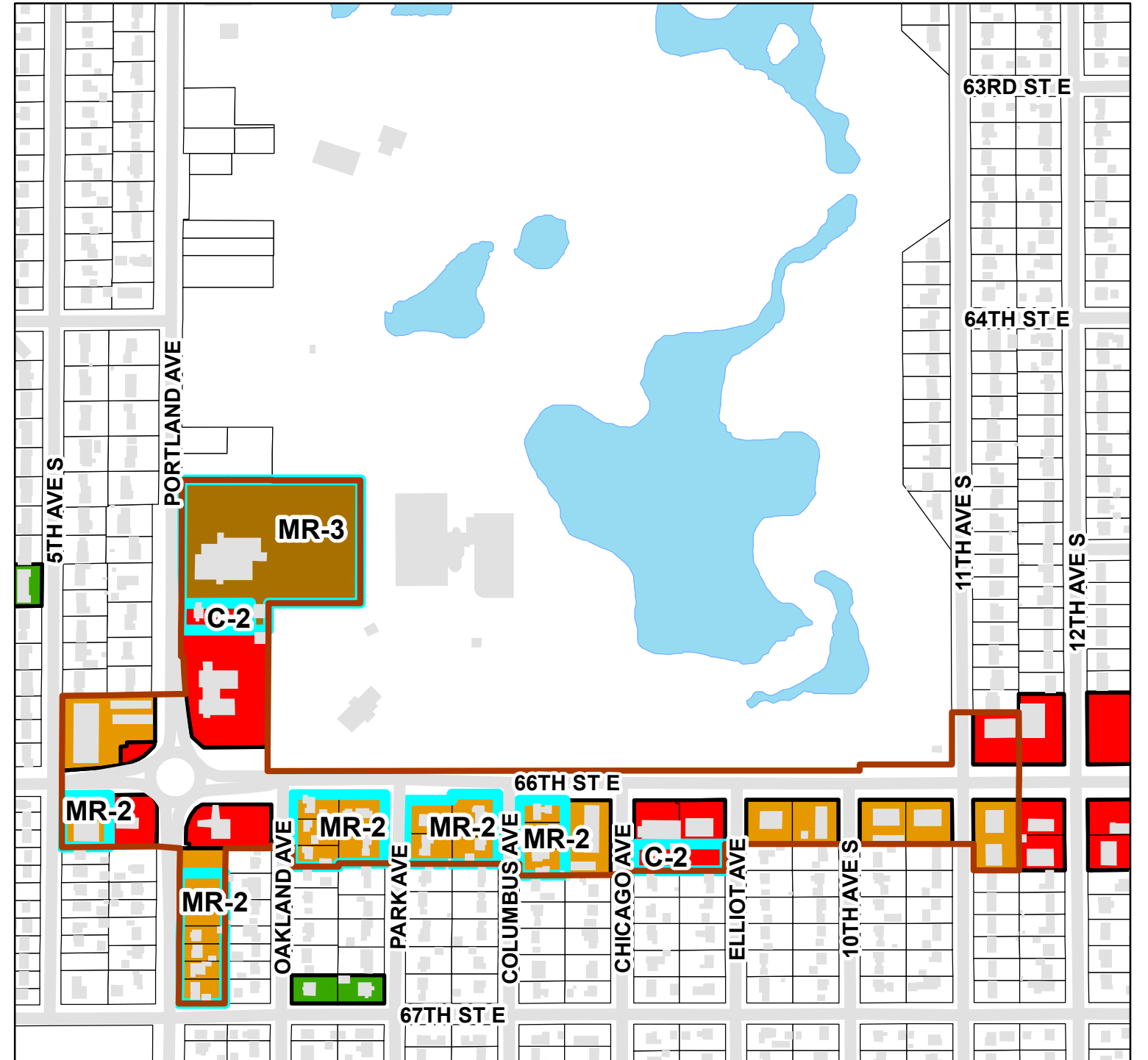
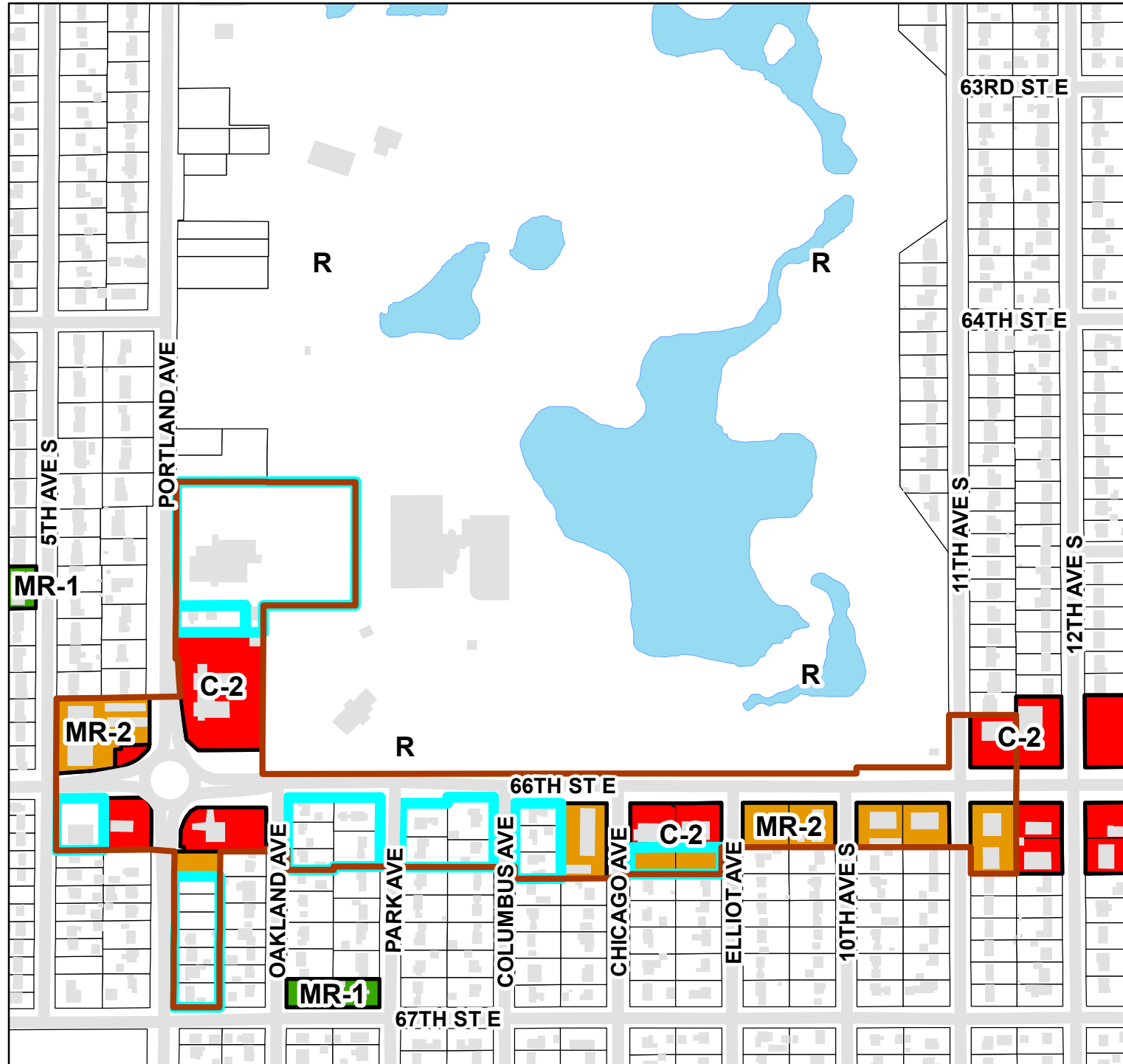


# Veterans Park Area Rezoning

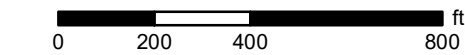
Existing Zoning

Proposed Zoning

Case No: 21-RZN-03



- Property Proposed for Rezoning
- Proposed Veterans Park Overlay Boundary

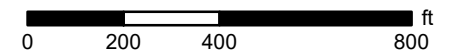


**Zoning Districts**

- R Single-Family
- R-1 Low-Density Single-Family
- MR-1 Two-Family
- PMR Planned Multi-Family
- MR-2 Multi-Family
- MR-2/CAC Multi-Fam + Cedar Overlay
- MR-3 High-Density Multi-Family
- SO Service Office
- C-1 Community Commercial
- C-2 General Commercial

- PC-2 Planned General Commercial
- PMU Planned Mixed Use
- MU-C Mixed Use-Community
- MU-C/CAC Mixed Use + Cedar Overlay
- MU-C/PAC Mixed Use + Penn Overlay

- MU-N Mixed Use-Neighborhood
- MU-R Mixed Use-Regional
- I Industrial





# Planning Commission Minutes

May 24, 2021

- MEMBERS PRESENT: Chair Kathryn Quam, Commissioners Brendan Kennealy, Susan Rosenberg, Peter Lavin, James Rudolph, and Brett Stursa
- MEMBERS ABSENT: Commissioner Bryan Pynn
- STAFF PRESENT: Melissa Poehlman, Asst. Director of Community Development; Ryan Krzos, Planner; Nellie Jerome, Assistant Planner
- OTHERS PRESENT: For Item #1: Lance Bernard and Jeff Miller, HKGi. See attached list for residents who gave public comments.

Chairperson Quam called the meeting to order at 7:00 p.m.

## APPROVAL OF MINUTES

M/Rudolph, S/Stursa to approve the minutes of the February 22, 2021, meeting.  
*Motion carried: 5-0 (Commissioner Rosenberg was absent for the vote)*

## OPEN FORUM

No members of the public spoke, no comments received.

## APPROVAL OF AGENDA

M/Quam, S/Kennealy to approve the agenda.  
*Motion carried: 6-0*

## PUBLIC HEARINGS

**ITEM #1 - Consider a recommendation of approval of the Portland Avenue and 66th Street Study as a guiding document; and the attached ordinance establishing the Portland Avenue and 66th Street Overlay District.** Assistant Community Development Director Melissa Poehlman presented the staff report. Lance Bernard, HKGi, presented the potential overlay development modeling and the community study feedback.

M/Kennealy, S/Lavin to take a five minute recess.  
*Motion carried: 6-0*

Robin Jacobson, 6601 and 6609 Oakland Ave; Linda Seime, 6438 5th Ave; Jon & Sandy Clay, 6600 Columbus; Lori Grotz, 6214 5th Ave; and Kent Fairbairn, 7020 Stevens Ave, provided comments related to the height of future buildings, heavy traffic, the view and aesthetics of the park from surrounding areas, and disapproval of the existing comprehensive plan designation within the study area.

M/Quam, S/Rosenberg to close the public hearing.  
*Motion carried: 6-0*

Commissioners discussed the potential for a future extension of Oakland Ave, the parking needs of the park and Legion site, building setback, and building height.

M/Quam, S/Rosenberg to recommend approval of the attached Portland Avenue and 66th Street Study; and to recommend approval of the attached ordinance establishing the Portland

Avenue and 66th Street (PSS) Overlay District regulations for properties in the vicinity of Veteran's Memorial Park.

M/Quam, S/Lavin to amend the attached ordinance establishing the Portland Avenue and 66th Street Overlay District to limit the height of buildings to 4 stories or fifty feet, whichever is less.  
*Motion carried: 6-0*

M/Rudolph, S/Lavin to amend the attached ordinance establishing the Portland Avenue and 66th Street Overlay District to remove the possibility of having a road north of 66<sup>th</sup> Street, into the development, either on Oakland Ave or through the park.  
*Motion failed: 2-4 (Lavin and Rudolph voted in support of the amendment)*

M/Lavin, S/Quam to amend the attached ordinance establishing the Portland Avenue and 66th Street Overlay District to consider modifying the quantity of parking language to establish parking needs at minimal levels necessary to service specific project developments while limiting impact to surrounding neighbors.  
*Motion carried: 4-2 (Stursa and Rosenberg voted against the amendment)*

M/Quam, S/Lavin to amend the attached ordinance establishing the Portland Avenue and 66th Street Overlay District to add, in section 541.25, Subdivision 1, under Park and Neighborhood Connectivity, "wheelchair/walker," after the word "pedestrian".  
*Motion carried: 6-0*

M/Quam, S/Rosenberg to recommend approval of the attached Portland Avenue and 66th Street Study; and to recommend approval of the attached ordinance establishing the Portland Avenue and 66th Street (PSS) Overlay District with the three approved amendments: to limit the height of buildings to 4 stories or fifty feet, whichever is less; to modify the development principal statement about parking to establish parking needs at a minimal level necessary to service developments while limiting neighborhood impacts; and, to modify section 541.25, Subdivision 1, under Park and Neighborhood Connectivity, to include "wheelchair/walker," after the word "pedestrian".  
*Motion carried: 4-2 (Lavin and Rudolph voted against the amendment)*

M/Rudolph, S/Lavin to take a five minute recess.  
*Motion carried: 6-0*

**ITEM #2 - Conduct a public hearing and consider a recommendation on an ordinance rezoning property in the vicinity of Veteran's Memorial Park.** Assistant Community Development Director Melissa Poehlman presented the staff report for rezoning these parcels to meet with the 2040 Comprehensive plan, an action required by State Statute 473.858. Commissioners and staff discussed parcels that would be rezoned and would therefore contain legally nonconforming uses. Staff clarified that legally nonconforming uses may be repaired, maintained, and improved in perpetuity.

Jon & Sandy Clay, 6600 Columbus Ave, and Robin Jacobson, 6601 Oakland Ave, provided comments related to disapproval of the rezoning, and asked about limits on improving and expanding homes that would be legally nonconforming after being rezoned.

Asst. Community Development Director Poehlman clarified that nonconforming uses may add additional bedrooms, but not additional dwelling units. Asst. Director Poehlman added that the

Comprehensive Plan has already guided these properties for future use and the City is required to follow through on the plans, per State Statute.

M/Quam, S/Kennealy to close the public hearing.

*Motion carried: 6-0*

M/Stursa, S/Quam to recommend approval of an ordinance rezoning property in the vicinity of Veteran's Memorial Park.

*Motion carried: 6-0*

### **LIAISON REPORTS**

Community Services Advisory Commission: the inclusive playground is now going in, and bids for two additional playgrounds will be reviewed this week. The pool will be open at full capacity this summer, and the band shell will also be used for programming. The planning for the 65-year-old pool line replacement is starting.

City Council: Woodlake is celebrating their 50<sup>th</sup> anniversary, and the Council is making final plans for the organized trash hauling, and public hearing is set for June 1.

Housing and Redevelopment Authority (HRA): the HRA authorized staff to work on discharging the discriminatory covenant on HRA-owned properties, as part of the Just Deeds project.

Inclusionary Housing Policy revisions were also approved, leading the way for deeper affordability and ADA accessibility.

Richfield School Board: no report.

Transportation Commission: the most recent meeting was cancelled, no report.

Chamber of Commerce: (none)

Sustainability Commission: (none)

### **CITY PLANNER'S REPORT**

We will return to in-person meetings next month, as the Mayor is planning to rescind the Emergency Order.

### **ADJOURNMENT**

The next regular meeting will be Monday, June 28, 2021, at 7pm

M/Kennealy, S/Lavin to adjourn the meeting.

*Motion carried: 5-0 (Rosenberg was absent for the vote)*

The meeting was adjourned by unanimous consent at **10:28 p.m.**

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Planning Commission Secretary



Public comments were received at the May 24, 2021, Richfield Planning Commission meeting from the following callers:

Item #1:

Robin Jacobson – gave two addresses 6601 Oakland Ave and 6609 Oakland Ave

Linda Seime – 6438 5th Ave

Jon & Sandy Clay – 6600 Columbus

Lori Grotz – 6214 5th Ave

Kent Fairbairn – 7020 Stevens Ave

Item #2:

Jon & Sandy Clay 6600 Columbus

Robin Jacobson 6601/6609 Oakland

①

RICHFIELD CITY HALL BLDG.  
6700 PORTLAND AVE. SO.  
RICHFIELD, MN, 55423

CITY COUNCIL & PLANNING DEPT.

COMMENTS BEING MADE TO THE MAY 24th  
MEETING ABOUT THE VETERANS PARK OVER-  
LAY AND RE-ZONING OF AREA IN THE  
5th AVE TO 12th AVE. AREA ...

PLEASE SAVE OUR VETERANS PARK AND  
THE PROPERTY AROUND IT, IN THE RE-  
ZONING AREA. THE LESS NOISE FROM  
A CONDO BLDG OR FAMILY DWELLING  
THE BETTER. WALKING IN THE  
BEAUTIFUL VETERANS PARK AND THE  
QUITENESS OF THE PARK ON THE  
SIDE OPPOSITE SIDE OF THE PLAY  
GROUND IS SUCH A NICE PLACE TO  
BE WALKING. WHEN YOU DON'T WANT  
TO GO TO THE LAKES WHERE THE BIKE  
RIDERS AND THE JOGGERS ARE. AND  
ALSO THE CHILDREN.

TO PUT IN A SENIOR BLDG - NOT A  
HUGE HIGH RISE, NOT A CONDO, NOR,  
A MULTI-FAMILY BLDG. WOULD BE NICE.  
WITH THAT SENIOR BLDG. OF 3-4 FLOORS,  
YOU COULD ADD A LITTLE PARK AREA AS  
THE ONE BY THE WOOD LAKE COM-

mercial Bldg and By McDonald's  
AND THE "Pines" - senior Bldg.

I HAVE GONE UP TO THAT area where  
THE PARK IS - very nice place to  
SIT and just have a PLACE to SIT,  
READ A BOOK OR HAVE A SANDWICH  
OR BURGER ETC. FROM THE eating  
PLACES IN THAT Lyndale Area.

THAT IS WHAT IS NEEDED ACROSS  
FROM VETERANS PARK. YOU HAVE EAT-  
ING PLACES THAT ARE UP AT THE  
TARGET AREA. (BY THE ROUND  
ABOUT) SO, THERE IS REALLY NO  
need to crowd in more. THE REST-  
aurant THERE, NEXT TO THE MEXICAN  
GROCERY STORE, IS NOW PICKING  
BACKUP AND DOING WELL.

THE FOOD AT THE RESTAURANT IS VERY  
GOOD. I HAVE eaten THERE BEFORE THE  
pandemic AND GOING BACK NOW. AFTER  
THE GARDEN SHOP & GIFT SHOP CLOSED  
THE RESTAURANT TOOK ADVANTAGE OF  
THE OUTDOOR GARDEN AREA AS A  
PATIO. IT HAS BEEN WORKING well.

A MULTI-FAMILY COMPLEX WOULD  
NOT BE SUITABLE FOR THE area,  
WHERE TRAFFIC IS HEAVY IN THE summer  
WHEN THE POOL IS OPEN. CARS ARE CONT



(2)

ING A LITTLE FAST UP THE STREET (66th STREET) AND DO NOT ALWAYS STOP AT THE CROSS WALK LIKE THEY SHOULD WHEN PEOPLE ARE TRYING TO CROSS THERE TO THE PARK AND POOL.

YOU DO HAVE HEAVY TRAFFIC UP AT THE ROUND ABOUT AT 66th & PORTLAND. I LIVE IN ONE OF THE 2 BLDGS. — (APARTMENT COMPLEXES) AND HAVE SEEN A NUMBER OF ACCIDENTS AT THE ROUND ABOUT. SOME HAVE BEEN SERIOUS ACCIDENTS. NOT GOOD FOR KIDS.

SO, AGAIN I WOULD SUGGEST YOU NOT PUT A MULTI-FAMILY COMPLEX AT YOUR SITE OF RE-ZONING. THINK VERY SERIOUSLY ABOUT A SENIOR COMPLEX THAT I MENTIONED WITH THE PARK AREA.

IT IS MORE SUITED TO BE THE CHOICE FOR THE AREA. IT WOULD ALSO FIT IN VERY NICELY WITH THE PARK. SENIORS DO LOVE TO GET OUT AND WALK. SO, THE VETERANS PARK WOULD BE IDEAL FOR THEM TO WALK AT AS WELL.

I HOPE THAT MY LETTER WITH SUGGESTION IS PUT IN CONSIDERABLE CONCERN.

I AM ALSO ENCLOSING WHAT NEEDS TO BE LOOKED AT AS WELL...

THERE ARE OTHER PROJECTS WITH THE CITY THAT HAVE NOT BEEN DEALT WITH...

- ① HUB SHOPPING CENTER / TO RE-CONSTRUCT THE CENTER
- ② RAINBOW FOOD BLDG.
- ③ RESTAURANT BONE FROM WOODLAKE BLDG. SPACE IS VACANT.
- ④ BAPTIST CHURCH THAT MOVED OUT AT STEVENS AVE. & 66th ST.
- ⑤ STRIP MALL AREA UP BY THE LIQUOR STORE AT CORNER OF LYNDALE INTERSECTION WHERE WENDY'S IS. (RE-CONSTRUCT)

ALSO ENCLOSED IS THE PAGES THAT MENTION THE HISTORY OF ACADEMY OF HOLY ANGELS. HAS BEEN STANDING AT THE CORNER OF 66th STREET AND NICOLLET AVE FOR THE LAST 90 YEARS.

THE CITY HAD AN IDEA TO GET BACK WHAT IT THOUGHT WAS CITY LAND AND PUT WALGREENS ON IT WITH ANOTHER COMMERCIAL BUSINESS! WRONG - IT WAS PROPER OF AHA FROM THE START WITH THE SISTERS OF ST. JOSEPH AND IS



(3)

STILL IN THE HANDS OF AHA. THE SCHOOL HAS GROWN AND IS DOING VERY WELL. A LOT OF HIGH SCHOOL KIDS AND THEIR PARENTS HAVE ALL GRADUATED FROM THE SCHOOL AND COME BACK TO TEACH OR BE A PART OF THE SCHOOL BOARD.

RICHFIELD HAS PROFITED FROM HAVING HONORS OF A FINE CATHOLIC SCHOOL THRIVING AND THE STUDENTS EXCELLING.

I MYSELF ALSO GRADUATED FROM THIS EXCELLENT CATHOLIC SCHOOL. GRADUATED IN 1971. THAT WAS THE LAST YEAR OF IT BEING AN ALL GIRLS SCHOOL. 1972 WAS THE YEAR WHEN AHA WENT CO-ED. IT WAS THE ONLY WAY THAT THE SCHOOL COULD STAY OPEN. THE SPORTS PROGRAMS ARE WHAT KEEPS THE SCHOOL IN TOP HONORS AND VERY COMPETITIVE.

THANK YOU FOR READING MY COMMENTS.

KATHLEEN MURPHY  
6601 5TH AVENUE SO. #7  
RICHFIELD, MN. 55423  
612-869-7159

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PS...

I AM ALSO CONCERNED FOR THE HANDI-CAPPED INDIVIDUALS / ADULTS THAT COULD BENEFIT FROM AN APARTMENT complex as THE ONE THAT FRAISER HAS UP NEAR THE SOUTHDALE MALL AREA.

I HAVE FRIENDS THAT YEARS AGO LIVED IN ONE OF FRAISER'S BLDGS. (RICHFIELD & Bloomington location). IT IS VERY IMPORTANT THAT THE NEEDS OF THESE YOUNG ADULTS ARE BEING MET. THEY DO NEED TO HAVE SOME STABILITY IN THEIR LIVES AS WELL.

HAVING FRAISER AND OR OTHER ORGANIZATIONS GET INVOLVED IS A GOOD THING. THE BLDG. UP ON 66th ST. THAT WAS NEWLY CONSTRUCTED ACROSS FROM SOUTHDALE NEAR THE SOUTHDALE MEDICAL BLDG. WAS A RE-ZONED PROJECT WHERE A CHURCH ORGANIZATION STEPPED IN TO HAVE AN APT. complex BUILT FOR YOUNG ADULTS TO GET BACK ON THEIR FEET, WHILE DEALING WITH PERSONAL ISSUES IN THEIR LIVES.

EVERYONE BENEFITS 100% FROM THESE TYPES OF PROJECTS. IT BUILDS GOOD CHARACTER



For All involved. PUTTING THESE  
PLACES IN A LOCATION WHERE THERE IS  
ACCESS TO OTHER THING IN THE CITY/  
SUBURBS HELPS TO GET THEM TO USE  
THE METRO TRANSIT PUBLIC TRANSIT  
SYSTEM. SAFE AND EASY TO USE.

I AM A RIDER OF METRO TRANSIT.  
DO NOT DRIVE BECAUSE OF A HANDICAP  
THAT I HAVE HAD ALL MY LIFE.

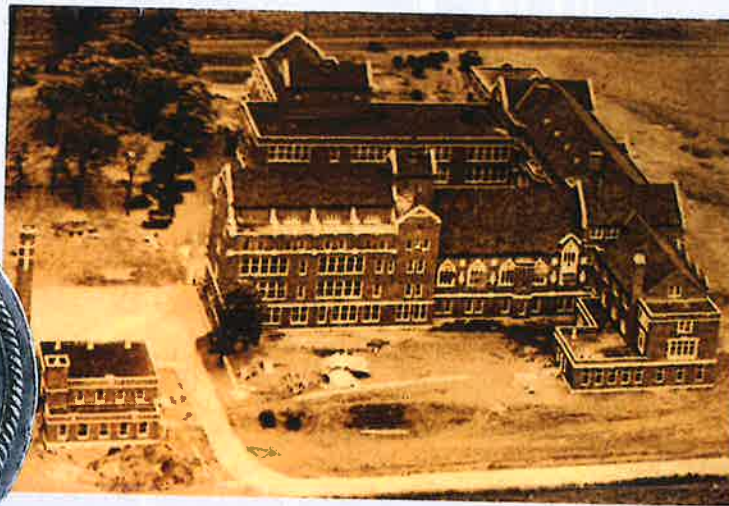
THANK YOU,  
KATHLEEN M.

- WHEN PEOPLE (ORGANIZATIONS) PUT MONEY INTO  
A CITY, THAT IS A GOOD THING.

# Celebrating 90 years in

## HOLY ANGELS MOVES TO THE RICH FARMLANDS OF RICHFIELD

By 1922, the Sisters' vision once again surpassed the school's physical environment. The CSJs purchased nearly thirty acres of land in the farming community of Richfield, a world away from the hustle and bustle of Minneapolis in the Roaring Twenties. On the afternoon of March 22, 1923, the Sisters of St. Joseph made it official. Sister Clara, Mother Superior of the school, along with other provincial members signed formal articles of incorporation for "Holy Angels Academy." The easy part was done. Now the CSJs set their sights on raising enough money to build an academic institution befitting their dreams for the future.



### SISTERS WILL RE-ERECT SCHOOL BUILDING

Holy Angels Academy, Abandoned Two Years Ago, to Be Re-established.

An institution which went out of existence two years ago, one of the oldest of its kind in the northwest, will be re-established soon.

The Sisters of St. Joseph will erect a four-story brick building at Sixty-sixth street and Nicollet avenue, to refound the Holy Angels academy. It is expected that work will begin before next fall and that the school will be opened in September of 1931. The contract has not yet been let.

For nearly a half century the Holy Angels academy was located at Fourth street and Seventh avenue north, in the old Joel E. Bassett home. When the structure was sold two years ago, the academy was dissolved. The students were sent to other Catholic schools in the city, most of them to St. Margaret's academy, which is operated also by the Sisters of St. Joseph.

Though the present plans are tentative, the new building will call for an expenditure of between \$500,000 and \$800,000. Two wings will be built on the main structure, one to house a chapel, and the other for a sisters' residence.



ACADEMY OF THE HOLY ANGELS

Construction began in earnest during the fall of 1930. As many as 400 carpenters, bricklayers, plumbers, electricians, painters and common labors raced against the clock to make sure the school was ready for students the following September. Designed by architect J.H. Wheeler, the building made quite an impression upon passersby. The structure was unique in both scale and style, particularly in light of its rural surroundings. Not long before opening day, the Minneapolis Tribune lauded its distinctive characteristics. "The exterior of the building presents a striking example of English Gothic architecture. The roof is of mottled green English tile; the face brick is Persian, red tones, with Flemish bond laying and the ornamental stone is Indiana limestone.

**JOHN H. WHEELER**  
Architect

403 New York Life Building  
ST. PAUL :: MINNESOTA

\$600,000 School Building Nearing Completion



The entrance to the building is ornamented by carved angels."

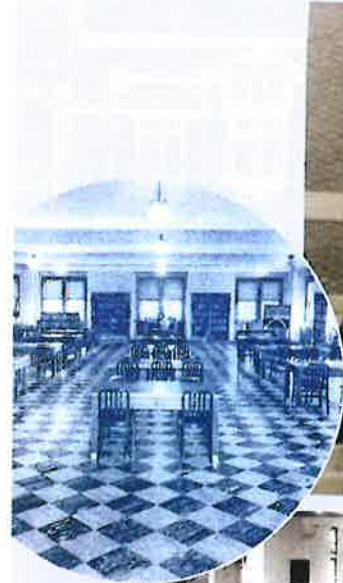
This is the new building of the Holy Angels academy, now generally completed at Sixty-sixth street and Nicollet avenue. The cost is about \$600,000. It will house the academy and before opened for the Sisters of St. Joseph, Catholic organization which operates several institutions in the Twin Cities. It will house the academy and before opened for the Sisters of St. Joseph, Catholic organization which operates several institutions in the Twin Cities. It will house the academy and before opened for the Sisters of St. Joseph, Catholic organization which operates several institutions in the Twin Cities.



# Richfield

The most recognizable sign of our heritage at Holy Angels has stood for 90 years at the corner of 66th and Nicollet. This building has become for thousands of graduates a literal and figurative doorway to the future. And, it remains today the place where we make our essential mission manifest — to nurture, to educate, and to serve.

That the temperature outside reached a blistering 104 degrees only added to the extraordinary nature of it all. More remarkable still, especially to those of us perched atop the next century, is that the Sisters of St. Joseph built a million-dollar school in the middle of the Depression. Prayer and hard work had a lot to do with it. So did debt. But more than anything, the Sisters relied upon the faith that had sustained their community since the mid-17th century. They lived by the CSJ motto, Possumus, which is Latin for "We Can." They envisioned a new and bigger Holy Angels standing majestically among the rich fields south of Minneapolis, and they made it happen.



Excerpts taken from *Academy of Holy Angels, A History* by Steve Werle

## Melissa Poehlman

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**From:** ashleague@juno.com  
**Sent:** Friday, May 21, 2021 3:17 PM  
**To:** Melissa Poehlman  
**Subject:** Planning Commission meeting

Melissa,

I am concerned about the amendment to the City's Zoning Ordinance. My husband John and I live at 6338 11th Ave. So. and our backyard is adjacent to Veteran's Park. Any changes to the neighborhoods adjacent to the park would directly affect us.

An environmental concern I have is that any larger buildings near the park would interfere with migratory lanes of birds. Veterans' Park is well known to birders, and people from miles around come to see the birds migrating through or inhabiting Veterans' Park. Large buildings would block those flight patterns.

Another environmental concern is that larger buildings would detract from the aesthetic appeal of the park. A park is a place of peace to go to get away from buildings and crowds of people, a place of calm. Having denser housing and larger buildings would detract from this Richfield gem that we call Veterans' Park. The existing houses, buildings, and trees maintain the peace and calm of Veterans Park.

If the city is looking for a way to increase the tax base, look along 66th Street between 12th Ave. and Cedar Ave. There are some commercial locations there that could be improved with the buildings that are being proposed for the Veterans Park district.

Thank you for your kind attention to this matter.

Sincerely,  
Mary Ann Ashmead

## Melissa Poehlman

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**From:** heidi Bruneau <heidibruneau@yahoo.com>  
**Sent:** Sunday, May 23, 2021 10:52 PM  
**To:** Melissa Poehlman  
**Subject:** Veteran's Park

This is response to the veteran's park area 2040 plan. I live in the area and apalled by this plan. It's just dispiable. we need our green spaces not large eye sore building which ruin the landscape and effect the animals. It will be devestating to this area. The legion area should be expanded as more park space. No more overpriced building and certainly no more retail we don't need. Now the main concern of this is the re-zoning. NO. A lot of nerve. This just shows the lack of concern for people. We are all just human garbage our lives don't matter. re-zoning any of the existing houses and apartments is unexcetable. I know many people that would have no where to go if they had to move. You know nothing of the circumstances of the people in these houses and apartments. But we don't care about people.

I will NOT be reading any responses to this moral actions are the only response needed

## Melissa Poehlman

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**From:** Birgit Johnson <schckbrgt@comcast.net>  
**Sent:** Sunday, May 23, 2021 6:25 PM  
**To:** Melissa Poehlman  
**Subject:** Future Development

Hello,

The city does admit and has admitted in the past that there is limited green space in Richfield and that Vet's Park is a jewel in the city.

It is the nature at Vet's Park that is the jewel and the highlight that draws many visitors.

With more density in Richfield all green spaces need to be protected and preserved.

Any development around Vet's Park, should not include Vet's Park, and the development needs to respect the nature of Vet's Park.

The former American Legion Post is private, and can be developed, but the proximity to Vet's Park and the importance of the nature at the park should be the first highest consideration for development.

The Hub Shopping Center would be the most desirable and best area that needs development.

There could be retail on the bottom and high density living space on top.

This would spare Veteran's Memorial Park as the Green Space for East Richfield

Vet's Park is one of the best things about Richfield and should never be changed or taken away.

With regards,

Birgit Johnson

## Melissa Poehlman

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**From:** Anne Weinauer <anneweinauer@gmail.com>  
**Sent:** Monday, May 24, 2021 1:06 PM  
**To:** Melissa Poehlman  
**Subject:** Planning Commission Open Forum

re: Veteran's Park commercial development. I would like to comment on the multi-family housing being considered. Firstly Vet's Park is a true gem for our city. It is surrounded by commercial and residential development. To replace a one-level building (American Legion) with a high-density housing project is so objectionable on so many levels. There is significant multi-housing development going on already across from the Home Depot/Target location. In addition, the buildings themselves are aesthetically displeasing in that they are boxes on top of boxes.

The Park is already requiring significant clean up when people picnic and leave their trash everywhere, even though there are plenty of disposal bins especially around the pavilion. I can't think that surrounding the park with high-density multi-housing will improve the property in any way,

I use the park to walk my dog on a daily basis and so appreciate the peace and natural beauty.

I do hope the Planning Commission will consider taking the high-density housing off the table. I don't have a high expectation that it will as I do believe, as other residents do, that input from the public is meaningless since the "deal is already done" by the Commission as evidenced by the "study" which has been done.

Thank you.



**From:** [cllewis419@gmail.com](mailto:cllewis419@gmail.com)  
**To:** [Melissa Poehlman](#)  
**Subject:** RE: Portland and 66 project  
**Date:** Wednesday, April 7, 2021 5:59:32 PM

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Why high-density housing? We have enough trouble with traffic as it is on Portland. Sometimes I have trouble getting out of my driveway because of the traffic. The housing I referred to is behind Cub. Also with the possibility of so many people you will over crowd our schools. Our property taxes keep going up and yet you are doing everything to destroy our neighborhood. I think that we do vote for our officials. I for one will be going are the neighborhood letting people know what you have told me. I am a Widow and it I loose the value of my house I won't be able to afford a nice place to live. You are dealing with more than property you playing with peoples lives.

Sent from [Mail](#) for Windows 10

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**From:** [Melissa Poehlman](#)  
**Sent:** Wednesday, April 7, 2021 2:20 PM  
**To:** [cllewis419@gmail.com](mailto:cllewis419@gmail.com)  
**Subject:** RE: Portland and 66 project

Ms. Lewis,  
Thank you again for your comments; we will include them in our public feedback.

Are you asking who to contact about the study? That is me. There is, as of now, no project proposal for the Legion site. If an application is submitted, a public hearing will be held to consider the particulars of the request. The designation of the property for high-density housing was approved by the City Council on November 13, 2018 as part of the Comprehensive Plan. The Comprehensive Plan review process took place over approximately 18 months before that and included a series of public meetings and a public hearing. While it would be exceptionally difficult for the City Council to change that designation, the study that we're undertaking now could influence the look and design of anything that is built.

I am not aware of particular problems related to housing on Nicollet Avenue. Is there a particular group of homes that is a concern for you?

Melissa

**Melissa Poehlman, AICP**  
Asst. Director of Community Development | City of Richfield  
📞 612.861.9766

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**From:** [cllewis419@gmail.com](mailto:cllewis419@gmail.com) [<mailto:cllewis419@gmail.com>]  
**Sent:** Wednesday, April 7, 2021 10:48 AM  
**To:** Melissa Poehlman  
**Subject:** RE: Portland and 66 project

There are many of the neighbors whose oppose this project. Who do we need to contact? As taxpayer we do have rights about what goes into our neighborhood and I found it hard to believe that you, as the governing body, don't have any say in the matter. If we have to we will go to court to stopped

a project that will put, from what I heard, 400 units and overrun our neighborhoods. Nicollet ave is a prime example of low cost housing while the police are always over there.

Carol Lewis

Sent from [Mail](#) for Windows 10

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**From:** [Melissa Poehlman](#)

**Sent:** Monday, April 5, 2021 1:26 PM

**To:** [cllewis419@gmail.com](mailto:cllewis419@gmail.com)

**Cc:** [Lance Bernard](#)

**Subject:** RE: Portland and 66 project

Hello Ms. Lewis,

Thank you for your comment; we will add it to the other comments that we have received.

I do want to make one point of clarification; the City is not planning to build anything. The American Legion owns a piece of property that they are planning to redevelop. Multi-family housing is allowed on their site and the City does not have control of the particular rents of a project unless we participate in the financing. The study that we are conducting is looking at whether or not there should be particular rules related to the design of buildings in the area of the Park. This would include things like height, building materials, windows, how far a building should be set back from the park, landscaping requirements, etc.

Thank you again for your comments. Please let me know if you have any additional thoughts.

Sincerely,

Melissa

**Melissa Poehlman, AICP**

Asst. Director of Community Development | City of Richfield

📞 612.861.9766

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**From:** [cllewis419@gmail.com](mailto:cllewis419@gmail.com) [<mailto:cllewis419@gmail.com>]

**Sent:** Tuesday, March 30, 2021 3:26 PM

**To:** Melissa Poehlman

**Subject:** Portland and 66 project

I have heard that you are going to build low income housing which I am strongly opposed too. I don't think that you need to build on every piece of vacant land and over run the park with people. There are a lot of people that live in Minneapolis and use Veteran Park on a regular basis. My

neighbors

feel the same way as I do. The value of our houses have gone up in recent years and the decisions you make could affect their value.

Carol Lewis

Sent from [Mail](#) for Windows 10

**From:** [Melissa Poehlman](#)  
**To:** ["Sandy Clay"](#)  
**Cc:** ["Lance Bernard"](#)  
**Subject:** RE: Portland and 66th survey Veterans Park  
**Date:** Wednesday, March 3, 2021 9:54:53 AM

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Sandy,

I'm sorry the survey didn't work for you. How frustrating! Thanks for taking the time to share your thoughts.

Melissa

**Melissa Poehlman, AICP**  
Asst. Director of Community Development | City of Richfield  
☎ 612.861.9766

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**From:** Sandy Clay [mailto:clay6600@gmail.com]  
**Sent:** Friday, February 26, 2021 7:59 PM  
**To:** Melissa Poehlman  
**Subject:** Portland and 66th survey Veterans Park

Hello Melissa (and to others it may concern),

Here are my thoughts about redevelopment around Veterans Park. The survey didn't work well on my phone when I tried to submit it and it deleted my answers (frustrating to say the least). So here are some of my ideas below. I am a long time homeowner in the redevelopment area for Veterans Park. By the way, my family and I use this park daily and love the natural setting. We like to enjoy sunsets in the park without a tall apartment building getting in the way. We like the open space.

I think this property in question (American Legion) should be purchased by The city of Richfield and kept as park. We can never get this land again if it is sold and built on. I think the best idea is to expand the outdoor pool into a water park with lazy river, various pools, climbing wall, etc. Many cities have amazing water parks. Ours is very basic. And this area for sale is abutting the pool area. This would be a great opportunity to invest in our community instead of more, sigh, apartment complexes. Water parks are a great family destination and would attract visitors to our city. Even if it just stayed grassy parkland I would be thrilled.

We LOVE our park's green space and our community is so land locked. We can't expand outwards to get more land. What we have is it. And to have land to add to our park would very much benefit our community as a desirable place to live.

For our existing park— improvements include: Connect trails in places that there are none such as a walking path around the play area and another around the small pond near the play area that reconnects to the play area. Also one behind the band shell. Docks and bridges and gazebo to the island would be neat. Keep or improve the amazing floating bridge path. We love that!! Plant new kinds of trees throughout the park such as white pines and birch trees to give it a northern Minnesota feel. Add more benches.

Offer more flower or ornamental gardens.

Create a peace garden labyrinth path. More grass. More trees. More natural areas!!!! Once a piece of land is developed it can rarely if ever return to a natural setting. Please NO high density skyscraper apartment buildings to clutter our natural sky and park space. If a park has a big apartment building in or near it it starts to feel like it is a quasi public space and more belonging to the apartment building. This is OUR community park. Keep big tall apartment buildings OUT! A green space would be the perfect addition to Veterans Park to enhance and expand it. What a wonderful investment in our community

I want Richfield to purchase this land to preserve it as additional park space. I don't want the park to become a "backyard " for an apartment building. It is a community park and it should stay that way! No tall apartment building. No high density!!!

I like landscaping and high quality look to a building but I don't want a building built there please. It would be a good place for an additional ice rink down the road if the arena ever expands. Or a perfect place to expand our pool into a water park, as I suggested above.

Thank you for considering my thoughts and suggestions. Please preserve our parks and sky view so it looks natural. No apartment buildings rising up in the distance getting in the way of sunsets and nature photography. People NEED natural areas without high rises around them. It reduces stress and is one of the number one things new and perspective homeowners look for when deciding where to purchase a home. A park and natural outdoor spaces. Keep our community a small town feel—the kind we boast about on all our brochures "the small town suburb". Not a big city with apartment buildings everywhere. Please keep these ideas in mind when you consider the options.

Thank you

Sandy Clay

6600 Columbus Avenue

Richfield



**From:** [Judy Moe](#)  
**To:** [Lance Bernard](#)  
**Cc:** [Katie Rodriguez](#); [John Stark](#); [Maria Regan Gonzalez](#); [Melissa Poehlman](#)  
**Subject:** Re: Survey question  
**Date:** Friday, May 7, 2021 8:51:22 AM

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Thanks so much Lance!

On Fri, May 7, 2021 at 8:29 AM Lance Bernard <[lance@hkgi.com](mailto:lance@hkgi.com)> wrote:

Judy,

Another quick follow-up... Here is a new (shorter) link for the project website.

<https://bit.ly/2RsLeGt>

Thanks,  
Lance

**Lance H. Bernard** | Associate – Planner | HKGi | Mobile: 320-420-7768

[www.hkgi.com](http://www.hkgi.com)

**From:** Judy Moe [mailto:[richfielddisabilityap@gmail.com](mailto:richfielddisabilityap@gmail.com)]  
**Sent:** Friday, May 07, 2021 12:33 AM  
**To:** Lance Bernard <[lance@hkgi.com](mailto:lance@hkgi.com)>  
**Cc:** Katie Rodriguez <[krodriguez@richfieldmn.gov](mailto:krodriguez@richfieldmn.gov)>; John Stark <[jstark@richfieldmn.gov](mailto:jstark@richfieldmn.gov)>; Maria Regan Gonzalez <[MRegan@richfieldmn.gov](mailto:MRegan@richfieldmn.gov)>  
**Subject:** Survey question

Hi Lance, I have a question about the survey on [this page](#).

I would like to encourage people to take the survey, but it won't allow me to link to it because it says I already took it, so I can't get to the original survey page.

The page I gave you the link to is so long and busy and then the link to do the survey is way down with a little blue thing to click on. I realize there is a "Survey" button to click on that makes you jump down to that area, but it is a multiple step process, and everything just

seems to blend together.

I can't send or post a link that I have to include a long explanation about how to find the link to click on.

This is an example of barriers to getting feedback from the community, and not just people with disabilities and seniors. When you feel like you have to jump through hoops to participate, and you aren't computer savvy, or don't have a lot of time, it just seems more complicated than it has to be.

Just my 2 cents.

If you could send me a link directly to that survey page I would really appreciate it.

Thanks -

Judy Moe

Richfield Disability Advocacy Partnership

612-386-2638

**From:** [Melissa Poehlman](#)  
**To:** ["Karen And Kent"](#)  
**Bcc:** ["Lance Bernard"](#)  
**Subject:** RE: Veteran's Park  
**Date:** Monday, March 8, 2021 10:58:27 AM

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Mr. & Mrs. Fairbairn et. al.

Thank you for taking the time to write all of this out. I'm so sorry that you had trouble with the survey. Your comments will be incorporated into the survey responses.

Sincerely,  
Melissa

**Melissa Poehlman, AICP**  
Asst. Director of Community Development | City of Richfield  
📞 612.861.9766

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**From:** Karen And Kent [mailto:[mermoo@q.com](mailto:mermoo@q.com)]  
**Sent:** Friday, March 5, 2021 9:58 AM  
**To:** Melissa Poehlman  
**Subject:** Veteran's Park

Hello Melissa Poehlman,

Thank you for taking time to hear our responses to the Veteran's Park area. We tried to fill out the survey. Some of the questions were a bit confusing. We weren't certain what you were trying to ask. Our daughter Lisha filled out the survey online and it did not process her response. Very frustrating for sure! Even though the survey says it is open through March 8 it said the survey was closed. Therefore we are emailing you directly. Please consider this email responses from five citizens.

You asked us what we like or dislike about Veteran's Park:

We love the green areas at Veterans Park and some of that has been removed over the years. Sadly, there are now areas that we once enjoyed as "park" that has been built upon and in other areas where there once was nice grass it has become weeds and not the soft grassy areas where the kids once ran up and down or people threw frisbees or played catch. Please work hard to keep, maintain and develop our green grassy park.

We love having a veterans memorial at Veteran's Park!

We appreciated that the Veterans Memorial area had parking directly next to it in the parking lot of the American Legion so that our veterans could easily park and walk a short distance up to the memorial anytime. We would like to see this still be available. But the rest of the space we would like to see turned into green park space with areas to picnic, swing or to just enjoy nature. Maybe offer some informational boards to explain a little about the park, it's name and history as well as it's natural habitat and what wildlife is found there. Those boards could also include the name of the person or family who donated the land.

We appreciate the picnic shelter area/farmers market area, but it is the only one in the park

so If any structure were to be erected, a smaller personal group sized pavilion/ picnic shelter would be nice.

Our family has used the amenities at the park: the playground, the ice cream shop and miniature golf, The veterans memorial, as well as the hockey arena and our Richfield pool.

We love the Richfield pool!

That is the destination point for many from various cities in the Minnesota and Wisconsin area. It has always been a popular pool.

The park really has a number of developed areas already. And we really miss the green spaces that these places have taken up or taken away from the park. Our park needs more green space.

We also love having the pathways to walk and wish there were a few more connections of the pathways. There are just a few areas where you can see everyone walks across the grass leaving a muddy mess. For example, we need a pathway to connect the west side of the band shell to the path. We need a path around the playground like we used to have so that parents can get exercise while their children are playing. The path behind the ice arena is usually muddy and too low to properly use. When walking into the park from the south driveway entrance there is no sidewalk so you have to walk in on the driveway towards the arena and then you cannot walk directly to the path without going on the grass. They make you continue to walk on the driveway towards the entrance of the hockey arena before connecting to the path.

I am uncertain if there is a path connecting the Portland Avenue entrance to the playground. These walk areas should be fixed.

Please do not allow for any housing to go in the place of the buildings currently along Portland Avenue adjoining the park.

Please be aware that if apartments went in there it would do a number of things. Number one, it would block the skyline. Number two, it would block the view of the park from the road.

Decreasing the beauty of our thoroughfares. Number three, it would cause the park not to feel as much like public space. It would feel more like a shared space with the residents of the apartments. Number four, it would reduce the aesthetic pleasing qualities of seeing nature and green space which brings calm and peace. Number five, our parks are the best amenities/assets Richfield has to offer its residents. This housing would take away from all of the citizens of Richfield: value.

Richfield invested money to make the park area along Portland Avenue be visible to passers by. Houses used to line the west side of Portland Avenue and were removed. Volleyball courts were added with aesthetically pleasing green space for picnicking surrounding it and the parking lot and universal playground were added. The city worked hard to open up the view and use of the park by removing buildings. Don't cover it up with new buildings.

Continue the good work they began to create a gem in our small city.

We have plenty of areas that high-rises and apartment buildings have gone up in Richfield. We need to defend and maintain our parks and green spaces and improve upon them only in ways that leads to more enjoyment of the natural beauty.

Sincerely,

Kent and Karen Fairbairn

Lisha Fairbairn

Ethan Fairbairn

Nancy Fairbairn

Please note: The views expressed here represent the feelings of all 5 adults listed above.  
We are all long-time citizens in Richfield.





**STAFF REPORT NO. 95**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director  
6/1/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution of support for seeking state bonding funds to help secure a new Wood Lake Nature Center building.**

**EXECUTIVE SUMMARY:**

Wood Lake Nature Center turned fifty years old on May 5, with the building falling into disrepair; we need to secure its future for generations to come. The Wood Lake Nature Center Building Project includes the construction of a new nature center that will host thousands of people annually from across the region and beyond; serving as a critical bridge to the natural world. The center is in the heart of the Twin Cities Metropolitan Area and is highly accessible by bike, bus, walking and car. It is a wonderful opportunity to continue to grow and expand the center's strong connection to the BIPOC community and showcase sustainable design. Thousands of students from the urban core will be able to access high quality year-round environmental education programs, which are inclusive to all people and abilities. This project is not another amenity but a necessity for all to access the innumerable benefits of the outdoors.

To help secure funding for the \$20M project, the City of Richfield is seeking half of the project costs from the State of Minnesota through General Obligation Bonds. This resolution of support will be included in the MMB report for the official request for state bonding.

**RECOMMENDED ACTION:**

**By motion: Approve the resolution for support of seeking state bonding funds to construct a new Wood Lake Nature Center building.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Wood Lake Nature Center is a public facility that opened in 1971, and have always been free of charge. The center serves anyone that enters and helps connect them to the natural world through both passive and programmed learning opportunities. Currently 60-70% of all site visitors are from the region, and 30-40% visit from Richfield. We also are a short 10-minute drive to the Minneapolis International Airport, and frequently host visitors from around the country and world. The Wood Lake Nature Center serves as the gateway for guests to explore the 150-acre park that surrounds it. There

are over 3-miles of gentle hiking and cross-country ski trails for all to experience the many benefits of nature in three native Minnesota biomes: the forest, wetland, and prairie.

People of all ages and abilities are served at the center, and a large focus has always been student education. The center has had an invaluable 50-year partnership with the local Richfield Public School District; each student from preschool through 5<sup>th</sup> grades participates in 2-3 free environmental education fields trips a year. Approximately 70% of the district's students are of color, and have a 60-80% free and reduced lunch rate. Currently, 24% of Richfield residents live at or below the federal poverty line. We also annually host dozens of other school groups from across the region, including schools such as Lucy Laney in North Minneapolis where the students have accessed the center via the Metro Transit Bus System. On a regular basis we host SciTech Academy; it is an all Somali School. In previous years, we have been fortunate to secure grant funding for Little Earth Schools to come to multiple environmental education programs throughout the academic year. Being an accessible and affordable site has always helped the center to attract a large diversity of schools from across the 7-county metropolitan area. We anticipate more space with a new building will allow for several groups at a time to schedule programs, with our current building we are very limited by space. The additional space will also serve as valuable space for community groups and residents to utilize for meetings and special events. Also, educational exhibits and learning spaces are not fully accessible and are dated. A new building would afford the needed opportunity to design a fully accessible building that includes an inclusive multimodal approach to exhibits.

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

A resolution of support for local bonding requests is required per M.S. 16A.86, subd. 3a (6).

**C. CRITICAL TIMING ISSUES:**

- The State of Minnesota is currently considering the bonding bill that was introduced in February, 2020. Senator Wiklund introduced: **S.F. 1308** and Representative Mike Howard introduced H.F. 664: Both bills relating to capital investment; appropriating money for the design of facilities at the Wood Lake Nature Center in Richfield; authorizing the sale and issuance of state bonds.
- City of Richfield and Mayor Regan Gonzalez met with Chair Lee of the Minnesota House Capital Investment Committee to discuss the project.
- Mayor Regan Gonzalez testified before the House Capital Investment Committee about the bill on March 18, 2021.
- The MMB report for the request for bonds from the State of Minnesota is due June 18, a resolution of support is needed.

**D. FINANCIAL IMPACT:**

- Construction Costs- \$15,437,315

Includes escalation, design contingency, construction contingency, general conditions, construction management fees, bonds/insurance, and permitting.

- Project Soft Costs (30%)- \$4,631,194

Includes professional services fees, fixtures/furniture/equipment (FFE), exhibits, testing/inspections, survey, AV/Technology, owner contingency, etc.

- CIP Budget has \$350,000 budgeted through 2024

- A financial strategy for the project will depend largely on support through a bonding bill, regional partners, and local support.

**E. LEGAL CONSIDERATION:**

N/A

**ALTERNATIVE RECOMMENDATION(S):**

Do not approve a resolution of support for state bonding funds, and seek a different financial strategy to construct a new Wood Lake Nature Center building.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

	Description	Type
▣	Resolution of support for state bonding funds to construct a new Wood Lake Nature Center building	Cover Memo

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

**RESOLUTION IN SUPPORT FOR BONDING FUNDS FROM THE STATE OF MINNESOTA  
TO HELP CONSTRUCT A NEW WOOD LAKE NATURE CENTER BUILDING**

Wood Lake Nature Center plays an essential role in serving our community and region; and

**WHEREAS**, Wood Lake Nature Center opened on May 5, 1971, and has established over 150-acres of vital wetlands, forest and prairie habitat that is utilized for environmental education and recreation pursuits; and

**WHEREAS**, Wood Lake Nature Center welcomes thousands of visitors a year from Richfield, the broader Twin Cities Metropolitan Region, and guests from around the world traveling through the Minneapolis International Airport, thus becoming an important destination for those seeking educational and wellness opportunities in a natural setting; and

**WHEREAS**, Wood Lake Nature Center has an award-winning environmental education and interpretive program that is annually enjoyed by students of all ages. The center has a treasured 50-year partnership with the Richfield Public Schools where each student attends several environmental education programs each school year. Wood Lake also has developed dozens of highly-valued partnerships with both education and community groups; and

**WHEREAS**, Wood Lake Nature Center strives to be an inclusive center that is welcoming to all people from any culture, and purposefully removes barriers for participation; and

**WHEREAS**, Wood Lake Nature Center promotes sustainable behaviors that lessen the environmental footprint of its operations; and

**WHEREAS**, Wood Lake Nature Center is committed to developing a modern fully accessible, sustainable, and inclusive interpretive building for the next generation to have high-quality opportunities to engage and learn about the natural world;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, Minnesota, establishes support for seeking bonding funds to construct a new Wood Lake Nature Center building that is:

1. Sustainable in design and adheres to all State of Minnesota building guidelines.
2. Inclusive and accessible to all people; making sure those that are represented in the BIPOC and disability community feel welcome and connected to Wood Lake Nature Center.
3. Reaching people across Richfield and the greater region with opportunities for the highest quality environmental education, recreational and wellness opportunities.

Adopted by the City Council of the City of Richfield, Minnesota this 8th day of June, 2021.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, City Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Richfield, Minnesota at a duly authorized meeting thereof held on the 8th day of June, 2021, as shown by the minutes of said meeting in my possession.

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Kari Sinning, City Clerk





**STAFF REPORT NO. 96**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Blanca Martinez Gavina, Executive Analyst

DEPARTMENT DIRECTOR REVIEW: Katie Rodriguez, City Manager  
6/3/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/3/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution to amend the City Manager contract.**

**EXECUTIVE SUMMARY:**

Mayor Regan Gonzalez provided a summary of the City Manager's annual performance evaluation for 2020, held on May 20, 2021, at the May 25 Council Meeting, as required by Minn. Statutes 13D.05 Subd. 3(a). The City Council deferred consideration of a resolution amending the employment agreement between the City of Richfield and City Manager Katie Rodriguez to a future meeting.

Each year the City Council conducts a review of the City Manager's performance for the previous year. The review considers the performance of the City Manager and the organization as measured against the goals and expectations of the City Council. Such performance evaluations are conducted in a closed session pursuant to MN State Statutes and summarized in an open meeting. In addition to the performance evaluation, the City Council also takes this opportunity to review the City Manager's salary and benefits to make any adjustments that may be warranted.

**RECOMMENDED ACTION:**

**Motion to approve the Resolution amending the City's Manager's employment agreement with the City reflecting a salary adjustment.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The City Council conducted a performance review of the City Manager for 2020 and, per State Statute, provided a summary report of the outcome of that evaluation at their May 25, 2021 Council Meeting. The City Council has since reviewed the compensation of the City Manager and has made a conclusion concerning the City Manager's employment agreement.

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

- The City Manager is given an evaluation by the City Council each year as part of the City Manager's contract.
- As part of the evaluation process, a review of the City Manager's compensation package is also performed each year.

- As compensation comparisons, salaries of City Managers in comparable cities are considered, as is the base salary structure adjustments of other City employees.

**C. CRITICAL TIMING ISSUES:**

City Manager Rodriguez annual performance evaluation has previously been scheduled to be conducted in the first quarter of each year, and will now be scheduled to occur before June 1 each year.

**D. FINANCIAL IMPACT:**

The City Manager's base pay adjustment has historically been comparable to those given to other City employee groups.

**E. LEGAL CONSIDERATION:**

The City Manager's contract with the City requires that an annual performance evaluation be conducted.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may defer any compensation adjustment to a future meeting.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter

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

**RESOLUTION AMENDING THE EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF RICHFIELD AND  
CATHERINE RODRIGUEZ, CITY MANAGER**

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

1. The following section of the Employment Agreement between the City of Richfield, Minnesota and Catherine Rodriguez, City Manager, dated December 11, 2018, is amended as follows:

**Section 2. Salary**

Employer agrees to pay Employee for her services an annual base salary of ~~\$154,502.40~~ \$163,924.80, payable in installments at the same time as other employees of the Employer are paid.

2. The City Manager's salary adjustment is effective on June 1, 2021.

Approved by the City Council of the City of Richfield, Minnesota, this 8<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, Acting City Clerk



**STAFF REPORT NO. 93**  
**CITY COUNCIL MEETING**  
**6/8/2021**

REPORT PREPARED BY: Rachel Lindholm

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director  
6/2/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
6/2/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution to approve a citywide organized collection program and contract.**

**EXECUTIVE SUMMARY:**

The City is looking to organize collection predominantly for the economic and environmental benefits. Ensuring that all residents have adequate waste management services and are paying the same rates for these services is essential to making the system more equitable.

Organized collection helps the City streamline education to residents about proper waste disposal, including curbside recycling, organics recycling, bulky item and electronics recycling, and reuse opportunities. This helps the City collectively send less trash to landfills and incinerators, which also contributes to city, county, and state goals regarding waste reduction.

This effort also aligns with several of the City's sustainability goals, including those outlined in the City's Climate Action Plan, Richfield's Solid Waste Management Goals, and county and state solid waste management plans. The environmental benefits include less air pollution from having more efficient truck routes. Fewer trucks and more efficient routes also mean safer driving throughout the city, with the former being one of the most common complaints residents have historically had.

Based on community and county goals as well as feedback from residents and the Council, a citywide organics program and every other week recycling have been identified as base services in the proposed contract, and are also the staff recommendation. This contract does provide some flexibility for potential future service options, including weekly recycling, to be implemented with advance notice. However, the contract as written identifies biweekly recycling as the citywide service frequency for now.

**RECOMMENDED ACTION:**

**By motion, approve a resolution to contract for residential organized collection, including trash collection, biweekly recycling, and a citywide organics program as base collection services.**

Please send any questions prior to the council meeting to Rachel Lindholm at [rlindholm@richfieldmn.gov](mailto:rlindholm@richfieldmn.gov) (please copy Director Markle and City Manager Rodriguez).

**BASIS OF RECOMMENDATION:**

## **A. HISTORICAL CONTEXT**

- In November 2018, Hennepin County revised Ordinance 13 declaring that cities with 10,000+ residents must make curbside organics collection available to all residents in 1-4 unit buildings by 1/1/22.
- Also in November 2018, Richfield launched a 2 site organics drop-off program, which immediately started to grow rapidly.
- On 6/11/19, Council voted to approve the organization of curbside recycling and organics hauling.
- After some legal concerns sidelined the original process, at the 2/24/20 work session, staff presented options for next steps to council and received direction to pursue researching and planning organization of trash, recycling, and organics collection.
- At the 11/20/20 work session, staff received direction from Council to officially start the process of considering organized collection and begin negotiations with haulers.
- Staff held several virtual "listening and learning" sessions for Richfield residents and community members in December 2020. For the past 5+ months, staff have had weekly meetings with the participating haulers to negotiate terms of service and create the draft proposal.
- A Council work session was held on 5/11/21 where staff explained the scope of services and pricing associated with the proposed organized collection contract.
- A virtual public listening session was held on 5/20/21 for residents to share their comments and feedback with the City Council. Draft minutes and written comments are attached to this report. 19 people commented via email, phone, or virtually on WebEx. Comments included concerns about visual pollution, questions about pricing, support for organized collection and the environmental benefits, desire to have curbside organics collection, voting, concerns about specific haulers, comments about billing through the hauler or the City, wanting fewer trucks, and more.
- A public hearing was held on 6/1/21 for residents to share their comments and feedback with the City Council. Draft minutes and written comments are attached to this report. 13 members of the public provided testimony at the public hearing, either by calling in, emailing, or speaking in person. Testimony included concerns about accountability and responsibility of the haulers, the recourse for potential customer service issues, support for organized collection, a desire to reduce trucks and ensure pricing is the same for all residents, voting, and concerns about specific haulers.

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

- Richfield City Code - Chapter VI, Section 601
  - City Code will need to be updated to reflect organized collection practices and requirements.
- Richfield Climate Action Plan
- Richfield Solid Waste Management Goals
- Hennepin County Ordinance 13
- MN State Statute 115A.94

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

- Hennepin County's residential organics collection mandate goes into effect on 1/1/2022, and Richfield is striving to have curbside organics collection implemented before the deadline.
- The City is hoping to having curbside collection implemented before the winter/colder weather due to logistical benefits and ease of transition for residents.
- In order to have enough time to properly implement the program this fall, Council approval is needed in the near future.
- Richfield will be hosting a GreenCorps member in Fall 2021 and organized collection education would be a large part of this member's workplan.

## **D. FINANCIAL IMPACT:**

- The goal of organized collection is to reduce service rates. The City is confident that this will happen for most residents.
- This program will utilize existing staff time, minimally impacting staffing costs.
- There will not be any new charges or fees for residents from the City. Household service fees will still be billed to residents for collection services rendered by a household's hauler, as they are



currently.

**E. LEGAL CONSIDERATION:**

Legal process to organize collection is outlined in MN Statute 115A.94.

**ALTERNATIVE RECOMMENDATION(S):**

- Reject the resolution and explore other collection options.
- Modify the organics program structure and/or recycling frequency proposed. If preferred, council will need to amend the motion to include the alternative option (i.e. weekly recycling and/or subscription organics).

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
☐ Richfield Solid Waste Goals	Backup Material
☐ Hennepin County Ordinance 13	Ordinance
☐ Resolution	Resolution Letter
☐ MN State Statute 115A.94	Backup Material
☐ Richfield Climate Action Plan	Backup Material
☐ Hennepin County Solid Waste Mgmt Plan	Backup Material
☐ Organized Collection Contract	Contract/Agreement
☐ 05-20-2021 Listening Session	Backup Material
☐ 06-01-2021 CC PH	Backup Material



## **Richfield Residential Solid Waste Goals: 2021-2025**

### **MAYOR**

MARIA REGAN

GONZALEZ

Historically, the Minnesota Pollution Control Agency has adopted waste diversion goals for the Twin Cities metro area, with Hennepin County adopting the same benchmarks. Richfield continues to work to support and reach these goals, while also recognizing the need for Richfield-specific solid waste objectives.

### **CITY COUNCIL**

SEAN HAYFORD OLEARY

MARY SUPPLE

SIMON TRAUTMANN

BEN WHALEN

The City of Richfield is proposing specific solid waste management targets for the community to work towards over the next several years. These efforts are strongly tied to goals in the City's Climate Action Plan and other city sustainability initiatives. These goals will help strengthen and structure Richfield's waste reduction and sustainability efforts, benefiting the environment and the community.

Working together and setting future goals, not only for the next four years, is one of the best tools to ensure Richfield stays on track with environmental initiatives.

### **CITY MANAGER**

KATIE RODRIGUEZ

### **Targets:**

- 25-40% of households receiving a cart and participating in curbside organics
- 30% of households choosing Every Other Week trash service and/or weekly 35 gallon trash
- After the first year of an organized collection program, calculate the percentage breakdown for residential solid waste generation (tons of trash, recycling, organics).
  - Compare trash and recycling generation to previous years, as data is available.
- Decrease the total tonnage of solid waste generated, while lowering the percentage of trash generated and increasing that of recycling and organics.
- Offer quarterly educational opportunities around solid waste, recycling, organics, and reduction/re-use topics. Annually engage at least 300 residents through in-person and virtual workshops as well as broader educational campaigns.
  - Solicit feedback after educational opportunities to quantify and better understand the impact.

ORDINANCE NUMBER THIRTEEN  
RECYCLING  
FOR HENNEPIN COUNTY

Adopted by the  
Hennepin County Board of Commissioners  
October 30, 1986

Amended on November 27, 2018

Section I Definitions

Section II General Provisions for Cities

Section III General Provisions for Multifamily Housing

Section IV General Provisions for Commercial Generators

Section V Shared Provisions for Multifamily Housing and Commercial Generators

Section VI Violations

Section VII Separability

Section VIII Provisions are Accumulative

**Purpose**

This Ordinance regulates the separation of Mixed Recyclables and Organic Material from Waste by Generators. This Ordinance is consistent with County adopted goals established by the Minnesota Pollution Control Agency in its Metropolitan Solid Waste Management Policy Plan and mandated by Minnesota Statute, section 115A.551, subdivision 2a, requiring a 75 percent Recycling rate by 2030. This Ordinance satisfies statutory obligations and is authorized pursuant to authority in Minnesota Statutes, section 115A.551 – 115A.553, and 473.811. The County Board of Hennepin County, Minnesota, does therefore ordain this Ordinance Thirteen.

**SECTION I DEFINITIONS**

The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section.

“Anaerobic Digestion” means the process during which microorganisms break down Organic Material in the absence of oxygen in an enclosed vessel to produce energy and beneficial soil or agricultural supplements.

“Back-of-House” means the kitchen, food preparation, dishwashing, and storage areas of a commercial establishment that are not accessed by customers or the public.

“Beneficial Use” means an activity that serves to reuse nutrients through processing of Organic Material, such as consumption by humans or animals, Composting, Anaerobic Digestion, and additional methods as designated by the Department in collaboration with local facilities that manage Organic Material and further defined in Section IV.

“Bin” means any receptacle including but not limited to a barrel or cart that is used for the Collection, storage, or transport of Waste to a Collection Container serviced by a Hauler for transport to a Disposal Facility, Organic Material Management Facility, or Materials Recovery Facility.

“Bulky Items” means those items that are not included in regular Collection Service by a Hauler and include large items like mattresses and furniture that cannot fit into Collection Containers.

“Bureau” means the County Violations Bureau.

"Cities" mean statutory and home rule charter cities authorized to plan under Minnesota Statutes, sections 462.351 to 462.364.

"Collection" means the aggregation of Waste from the place where it is generated and includes all activities up to the time when the Waste is delivered to a Materials Recovery Facility, Organic Material Management Facility, or a Disposal Facility.

“Collection Container” means the receptacle that is provided, designated, and serviced by the Hauler for the Collection of any Waste, including but not limited to barrels, carts, dumpsters, roll-off containers, or compactors.

“Collection Service” means a service providing scheduled Collection of any Waste.

“Commercial Composting Facility” means a site used to compost Organic Material, including Food Scraps, which have been Source Separated as defined in Minnesota Rules, part 7035.0300, Subpart 105b, and which meets applicable State and local requirements for composting Organic Material.

“Commercial Generator” means an entity that is neither housing with Curbside Collection nor Multifamily Housing.

“Compost” means the product resulting from the controlled biological decomposition of Organic Material that has been sanitized through the generation of heat during the composting process and stabilized to the point that it is beneficial to plant growth and can be used as a soil amendment without further processing.

“Compostable” means that a material or product will biodegrade without leaving a residue or any toxicity in the soil. Any compostable plastics or lined papers must meet ASTM D6400 and ASTM D6868, respectively, as certified by the Biodegradable Products Institute or other similar independent certification bodies.

“Composting” means the controlled biological decomposition of Organic Material through an aerobic method of accelerating natural decomposition.

"County" means Hennepin County.

"County Board" means the Hennepin County Board of Commissioners and authorized representatives.

"Covered Generators" are any Commercial Generators of Organic Material that must comply with this Ordinance as stated in Section IV.

"Curbside Collection" means the pickup of Waste from residential households that are single family through fourplex and other residential households where each household has its own Collection Container, such as a townhouse.

"Department" means the Hennepin County Environment and Energy Department.

"Disposal Facility" means a Waste facility permitted by the Minnesota Pollution Control Agency (MPCA) that is designed or operated for the purpose of disposing of Waste on or in the land together with any appurtenant facilities needed to process Waste for disposal or transfer to another Waste facility.

"Food Scraps" means all material resulting from the production, storage, preparation, processing, cooking, handling, selling, or serving of food for human or animal consumption, including but not limited to, meats, grains, dairy, fish, fruits, and vegetables.

"Food-to-Animal Programs" means all Food-to-Animal-Feed Processing and Food-to-Livestock programs.

"Food-to-Animal Feed Processing" means the process of using grains, cereals, vegetable and animal by-products to create a feed for animals.

"Food-to-Livestock" means the process of re-using and recycling food and Food Scraps as feed for livestock, subject to regulation in Minnesota Statutes, sections 35.751 and 35.76.

"Generation" means the act or process of producing Waste.

"Generator" means any Person who generates Waste.

"Hauler" means any Person who owns, operates or leases vehicles for the primary purpose of Collection and transportation of any type of Waste.

"Household Hazardous Waste" means materials generated in a residential household, which includes any dwelling from a single unit to Multifamily Housing properties, that are in solid, semi-solid, liquid, or contained gaseous form that, because of quantity, concentration, or chemical, physical, or infectious characteristics, may (a) cause or



significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to, explosives, flammables, oxidizers, poisons, irritants, and corrosives. Household Hazardous Waste does not include source, special nuclear, or M by-product materials as defined by the Atomic Energy Act of 1954, as amended.

“Materials Recovery Facility” means a permitted facility where Mixed Recyclables are received to be prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use. It does not include a manufacturer using recyclable materials as feedstock. This includes a transfer station where Mixed Recyclables are delivered, temporarily stored and sent to a facility where it is processed for Recycling.

"Metropolitan Council" means the council established in Minnesota Statutes, section 473.123.

"Mixed Recyclables" means materials that are separated from Waste for the purpose of Recycling, whether or not these materials are commingled for Collection.

"Multifamily Housing" means an apartment building, a condominium, a townhouse, a cooperative housing unit, or any other property where a property manager or association coordinates Collection Service for residents of the housing.

“Organic Material” means the portion of Waste that is Source Separated for the purpose of Beneficial Use, and may include food, Food Scraps and other materials as designated by the Department in collaboration with local Organic Material Management Facilities. For the purpose of this Ordinance, Organic Material excludes Yard Waste regulated in Minnesota Statute, section 115A.931.

“Organic Material Drop-off Site” is a site that accepts Organic Material self-hauled by residents for the purpose of collection and transport to an approved facility for Beneficial Use. The site may be a stand-alone site or be co-located at an existing Disposal Facility, Materials Recovery Facility, or transfer station.

“Organic Material Management Facility” means a facility where Organic Material is received and processed for Beneficial Use. This includes a transfer station where Organic Material is delivered, temporarily stored and sent to a facility where it is processed for Beneficial Use.

"Person" means any human being, any city or other public agency, any public or private corporation, any partnership, any firm, association, or other organization, any receiver, trustee, assignee, agent or other legal representative of any of the foregoing or any other legal entity.

"Recycling" means the process of collecting and preparing Mixed Recyclables and reusing the materials in their original form or using them in manufacturing processes that does not cause the destruction of those materials precluding further use.

"Responsible Party" means the owner or their designee of a commercial property or business including any Multifamily Housing building or complex covered under this Ordinance.

"Source Separation" means the separation of Mixed Recyclables and Organic Material from Trash at the source of Generation.

"Trash" means non-recyclable material that is designated for landfill or incinerator disposal by the Hauler. The term "Trash" does not include hazardous waste as defined in Minnesota Statutes, section 116.06, subdivision 11, or construction debris as defined in Minnesota Statutes, section 115A.03, subdivision 7.

"Waste" means all Trash, Mixed Recyclables, and Organic Material from residential, commercial, industrial, and community activities.

"Waste Reduction" or "Source Reduction" means an activity that prevents Generation of Waste or the inclusion of toxic materials in Waste, including reusing a product in its original form; increasing the life span of a product; reducing amount of material or the toxicity of material used in production or packaging; or changing procurement, consumption, or Waste Generation habits to result in smaller quantities or lower toxicity of Waste generated as defined in Minnesota Statutes, section 115A.03, subsection 36b.

"Yard Waste" means plant materials including grass clippings, leaves, weeds, garden plants, and brush and branches under four inches in diameter and four feet in length.

## **SECTION II GENERAL PROVISIONS FOR CITIES**

### **Subsection 1: Mixed Recyclables Collection requirements**

#### **A. Curbside Collection of Mixed Recyclables**

Cities shall have an ordinance to ensure the provision of Curbside Collection of Mixed Recyclables to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Trash. It is the responsibility of each City to enforce its ordinance relating to the Curbside Collection of Mixed Recyclables within the boundaries of the City.

#### **B. Materials Accepted for Recycling**

A City's Curbside Collection program must accept a list of Mixed Recyclables as selected by the County in consultation with haulers, local Material Recovery Facilities, and end markets. The County will update the list of materials as needed, distribute the list to City recycling coordinators, and post the list on the County's website.

## Subsection 2: Organic Material Collection requirements

### A. Curbside Collection of Organic Material

By January 1, 2022, Cities shall provide the opportunity to participate in Curbside Collection of Organic Material to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Mixed Recyclables. Curbside Collection of Organic Material must be provided year round on a weekly basis. A City may adjust Collection Service frequency with prior approval by the Department.

Cities shall make Curbside Collection of Organic Material available by contracting for citywide service or by requiring Haulers to provide the service. If a City does not provide Curbside Collection of Organic Material by contracting for citywide service, the City shall require Haulers to provide it. Haulers shall provide Curbside Collection of Organic Material upon request to households that have Curbside Collection for Mixed Recyclables.

Cities shall require Haulers to provide the following information annually, to the City:

- A description of how Organic Material will be collected.
- A communications plan that includes the method(s) and frequency of communications that notify residents of the availability of Curbside Collection of Organic Material.
- Instructions on how residents sign up for the Curbside Collection of Organic Material.
- A Curbside Collection schedule or calendar.
- Instructions on how residents should prepare Organic Material for Curbside Collection.
- The number of participants and tonnage collected.
- The Organic Material Management Facility where Organic Material is delivered.
- The contact information of a representative who works for the Hauler who can respond to inquiries related to the requirements of this Ordinance.

Cities shall share this information with the County as required by the reporting requirements in Section II, Subsection 4 of this Ordinance.

### B. Curbside Collection exemption for Cities of the fourth class

If a City of the fourth class, as defined in Minnesota Statutes, section 410.01, chooses not to meet Section II, Subsection 2A of this Ordinance, it must provide at least one Organic Material Drop-off Site within its geographic boundaries by January 1, 2022. A City of the fourth class may partner with nearby Cities to meet this requirement with prior approval by the Department.

### Subsection 3: Education requirements

Cities shall:

- Use County terminology on promotional materials when describing Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Use images approved by the County if using images of Mixed Recyclables and Organic Material.
- Provide information on the City's website, including materials accepted and not accepted, a Curbside Collection calendar, and links to County resources on waste management.
- Provide a guide on Mixed Recyclables and Organic Material to residents each year. The guide shall contain information on Curbside Collection, materials accepted and not accepted, and a Curbside Collection calendar.
- Complete two educational activities each year to promote Curbside Collection. The County will provide a list of activities to city recycling coordinators.

### Subsection 4: City reporting requirements to the Department

Each City shall report all information relating to Waste Generation, Collection, and disposal within its boundaries to the Department. Such information shall include data on tonnage of Waste generated in the City, licensing and contract information, a description of Waste management programs, financial information, and any additional information as requested by the Department. Such information shall be provided on an annual basis by or on February 15th of each year or as otherwise directed by the Department.

### Subsection 5: Failure to meet requirements

#### A. Compliance

It is the responsibility of each City to meet the requirements of this Ordinance. The implementation of the County requirements for Cities shall be the responsibility of each respective City. Nothing in this Ordinance shall preclude the Collection of Yard Waste, although Yard Waste Collection alone is not sufficient for a City to be compliant with the Ordinance. If a City should fail to implement the requirements by January 1, 2022, the enforcement provisions in this Ordinance, Section II, Subsection 5.B, shall come into effect.

#### B. County Enforcement

If any City fails to establish or implement any or all of the requirements in Section II of this Ordinance, the County Board may implement any of the requirements of this Ordinance within the boundaries of the City. The County Board, to the extent that it has assumed the responsibilities that the City has failed to assume, may seek reimbursement from a City for all costs, expenses, and expenditures that the County has incurred incident

to the adoption, implementation, administration, and enforcement of this Ordinance within the boundaries of a City through any means available under Minnesota law.

### **SECTION III GENERAL PROVISIONS FOR MULTIFAMILY HOUSING**

#### Subsection 1: Mixed Recyclables Collection requirement

Upon execution, Cities shall have an ordinance that requires property owners of Multifamily Housing to provide Collection Service for lessees. Mixed Recyclables Collection Service must be available at all Multifamily Housing buildings within Hennepin County. It is the responsibility of each City to enforce its ordinance(s) relating to the Collection of Mixed Recyclables from Multifamily Housing within the boundaries of the City.

Responsible Parties must enter into an agreement with a Hauler or arrange service through a City contract to provide Collection Service to collect Mixed Recyclables from each building.

The agreement between the Responsible Party and Hauler must also provide for the Collection and delivery of these materials to a Materials Recovery Facility. Mixed Recyclables must go to a Materials Recovery Facility, and if Organic Material Collection Service is provided, Organic Material must be delivered to an Organic Material Management Facility.

#### Subsection 2: Education requirements

The Responsible Party must distribute written information about the Collection Service to each occupied building unit at the time of leasing and at least annually thereafter. If Collection Service for Organic Material is available, this information must include details pertaining to that program.

Educational material and instructions may be provided in print or electronic form and shall include, but not be limited to:

- Reasons to properly manage Mixed Recyclables, Organic Materials, and adopt practices that result in Waste Reduction.
- Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Disposal options for Household Hazardous Waste and Bulky Items.
- Location of Collection Containers for lessees to use.
- Contact information for the City or County for additional information.

Educational materials are available from the County. The County has the authority to request verification of annual education practices. A record must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

#### Subsection 3: Bin and labeling requirements



Responsible Parties must make Collection for Mixed Recyclables convenient for lessees. Responsible Parties shall:

- Provide separate Bins for the disposal of Mixed Recyclables where Trash is also being collected in common areas, including, but not limited to laundry rooms, mail pickup area, and community rooms.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.
- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

## **SECTION IV GENERAL PROVISIONS FOR COMMERCIAL GENERATORS**

### Subsection 1: Mixed Recyclables Collection requirement

This Ordinance incorporates by reference the obligations placed on public entities, commercial buildings and sports facilities in Minnesota Statutes, section 115A.151, and all subsequent codifications.

### Subsection 2: Organic Material Collection requirement

In addition to the obligations in Minnesota Statutes, section 115A.151, Covered Generators must implement a Collection program to divert food and Food Scraps from Back-of-House for Beneficial Use by January 1, 2020.

#### A. Covered Generators

Commercial Generators covered under this Ordinance include the following business classifications: restaurants; grocery stores; food wholesalers, distributors and manufacturers; hotels; hospitals; sports venues; event centers; caterers; nursing and residential care facilities; office buildings with dining services; farmers markets; food shelves and food banks; colleges and universities with dining services; shopping centers; airports; golf clubs and country clubs; and rental kitchens or shared use commercial kitchens. The County Board may annually designate by resolution additional business

classifications. Obligations under Section IV, Subsection 2 of this Ordinance will become effective for all added businesses one year after the County Board's resolution. The County will maintain a list of Covered Generators on its website.

Covered Generators are those aforementioned public, nonprofit, and for profit businesses that generate one ton of Trash per week or contract for eight cubic yards or more per week of Collection Service for Trash as of January 1, 2020.

## B. Beneficial Use

For the purpose of this Ordinance, Beneficial Use of Organic Material includes the following:

- Donation of edible food for human consumption (must be done in combination with other management methods)
- Collection of food and Food Scraps for Food-to-Animal Programs (this may include either Food-to-Livestock or Food-to-Animal-Feed Processing).
- Collection of food, Food Scraps and other Compostable materials for Composting at a Commercial Composting Facility.
- Collection of food, Food Scraps, and other Compostable materials accepted for Anaerobic Digestion at an Anaerobic Digestion facility.
- Additional methods may be included but must be reviewed and approved by the Department.

In accordance with the 2013 Metropolitan Council Environmental Services Waste Discharge Rules, Prohibited Waste Discharges, section 406.21, directly disposing of any more than incidental amounts of food and Food Scraps through the public sewer system to avoid off-site disposal is prohibited and is not compliant with this Ordinance.

Nothing in this Ordinance shall preclude a Covered Generator or other licensed food establishment from donating leftover or unsold food that is fit for human consumption to a food shelf, food bank, shelter, or other food reuse program, or from implementing Source Reduction strategies to reduce their Generation of excess food and Food Scraps. In fact, the Department considers these management options of food to be of highest priority. However, unless the Covered Generator requests and receives a Variance in writing and signed by the Department, these actions alone shall not be considered sufficient compliance with this Ordinance.

## C. Collection requirements

Food and Food Scraps must be Source Separated from other Waste in all Back-of-House areas where Organic Material is Generated and Collected. The Covered Generator shall abide by the following requirements:

- Provide sufficiently sized Bins for the amount or volume of Organic Material generated in any Back of House area.

- Conveniently locate each Bin in a manner to promote its use. Bins must be readily accessible to employees any time there is access to Bins for Trash.
- Affix a label on each Bin to indicate only Organic Material may be placed in the Bin. Replace label if it becomes damaged, faded, illegible or when images or text conflict with the acceptable materials.

Covered Generators must either obtain the proper license to self-haul or contract with a Hauler or service provider to collect and deliver all of a Covered Generator's food and Food Scraps to one or more Organic Material Management Facilities.

Where a building owner rents, leases, or lets space to a business that is a Covered Generator, the building owner is responsible to either provide a Collection system on behalf of the tenant or to facilitate and allow the tenant to set up their own Collection Service for Organic Material.

The building owner and Covered Generator shall not contaminate or commingle Organic Material that has been Source Separated in a manner that would make it unfit for an Organic Material Management Facility.

A Covered Generator may collect other Compostable material in addition to food and Food Scraps provided that the collected materials are appropriate for the intended Organic Material Management Facility.

#### D. Education requirements

Covered Generators shall post instructions on the separation requirements for Organic Materials in an area where such instructions will be visible to employees who are disposing of Organic Materials. The instructions shall state that Organic Material is required to be Source Separated and shall explain which materials must be Source Separated according to the intended Beneficial Use. The Department will post guidelines on accepted materials on the County website and regularly update such information.

Covered Generators shall provide training opportunities to all new employees and subcontractors performing work regulated by this Ordinance and review Collection procedures of Organic Materials with all employees and such subcontractors at least once per year. A record of trainings must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

#### Subsection 3: Bin and labeling requirements

Responsible parties shall:

- Provide sufficiently sized Bins for the amount or volume of Mixed Recyclables generated if Bins for Trash are also provided.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.

- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

#### E. Variances

A Covered Generator or Responsible Party may seek a waiver from the Department of all or portions of Section IV, Subsection 2 of the Ordinance if one or all of the following special circumstances apply:

- Lack of adequate storage space for Bins and Collection Containers.
- Generation of Organic Material has been eliminated or substantially eliminated.
- Determination by a local health authority that Collection of Organic Material would conflict with MN Rules 4626 (Food Code) or other applicable state or federal food regulations.

The applicant must submit a form specified by the Department and include a signed affidavit. This form and guidelines will be supplied by the Department upon request.

When a Covered Generator requests a variance for Section IV, Subsection 2 of this Ordinance the Department will issue a written determination regarding that variance request within 30 working days.

To be effective, the variance must be in writing and signed by the Department or its designee. A variance may be revoked if one or more of the factors justifying the exemption no longer exist, or other changes in circumstances warrant revocation. Unless earlier revoked, a variance shall be effective for a period of three years from the date it was granted.

## **SECTION V: SHARED PROVISIONS FOR MULTIFAMILY HOUSING AND COMMERCIAL GENERATORS**

### Subsection 1: Collection requirements

#### A. Collection Container and Collection Service requirements:

The Responsible Party shall ensure that Collection Containers for Mixed Recyclables and Organic Material are as conveniently located for tenants and lessees to access as are Collection Containers for Trash. Collection Containers must be located in an accessible room or area, having appropriate aisle space that allows unobstructed access for the user. Access to Collection Containers for Mixed Recyclables and Organic Material must be allowed any time there is access to a Collection Container for Trash.

The Responsible Party shall ensure Collection Service is adequate for the Mixed Recyclables and Organic Material generated onsite. In the event that Mixed Recyclables or Organic Material are overflowing Collection Containers and subsequently being discarded as Trash, hauling frequency or Collection Container size must be adjusted within 30 days to accommodate the material being generated.

Collection Containers provided by contracted Haulers shall be maintained in clean and sanitary condition in accordance with all pertinent health statutes, ordinances, rules, and regulations. Collection Containers must be located in such a manner to prevent them from being overturned or from obstructing pedestrian or motor vehicle traffic or be in violation of any statute, ordinance, rule, or regulation.

#### B. Labeling requirements

Collection Containers must be labeled by Haulers to designate the type of material to be placed therein and must meet the following requirements. Labels must:

- Be visible from all points of access for the user.
- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.
- Be sized a minimum of 8 ½ inches by 11 inches and include Waste type in letters at least one inch high for Collection Containers that are barrels or carts.
- Be sized a minimum of 11 inches by 17 inches and include Waste type in letters at least one inch high for Collection Containers other than barrels or carts that are up to four yards in volume.
- Be sized a minimum of 18 inches by 24 inches and include Waste type in letters at least two inches high for Collection Containers larger than four yards in volume.
- Be replaced if damaged, faded, illegible or when images or text on the label conflict with materials accepted in Collection of Mixed Recyclables and Organic Material.



Labels and signs that meet these requirements are available from the County. Further specifications relating to Collection Containers may be designated by the Department and will be posted on the County's website.

#### Subsection 2: Enforcement

Enforcement provisions shall be applicable to any Responsible Party that fails to implement the requirements of this section by January 1, 2020. The implementation and enforcement shall be coordinated through the Department, which may cooperate with other governmental agencies in the furtherance of Section III, Section IV, and Section V of this Ordinance.

##### A. Warnings

The Department or any of its authorized representatives may issue a warning notice to any Person observed to be not in compliance with any provision of this Ordinance. The warning notice shall be on a form provided by the Department.

##### B. Misdemeanor

Any Person who fails to comply with the provisions of this Ordinance may be charged with a misdemeanor. It is a separate offense for each day that the violation occurs or continues.

##### C. Remedies Cumulative

No remedy established by this Ordinance is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance in equity or by statute.

##### D. Injunctive Relief

In the event of a violation or a threat of violation of this Ordinance, the County may institute appropriate actions or proceedings, including application for injunctive relief, action to compel performance, or other appropriate action to prevent, restrain, correct, or abate such violations or threatened violations.

##### E. Costs and Special Assessments

If any Person within the County collects or disposes of Mixed Recyclables or Organic Material in violation of this Ordinance, the County may take the necessary steps to correct such violations, and the resulting costs may be recovered in a civil action in any court of competent jurisdiction or, at the discretion of the County Board, the costs may be certified to the County Auditor as a special tax against the real property owned by such Person.

##### F. Citations

The Department or any of its authorized representatives shall have the power to issue citations for violations of this Ordinance.

a) Form of Citations: Citations shall contain at least the following:

1. The name and address of the Person charged with the violation or the owner or Person in charge of the premises at which the violation occurs.
2. The date and place of the violation.
3. A short description of the violation followed by the section of this Ordinance violated.
4. The date and place at which the Person receiving the citation shall appear and a notice that if such Person does not respond, a warrant may be issued for such Person's arrest.
5. The name of the representative issuing the citation.
6. Such other information as the Court may specify.

b) Issuance of Citations: Whenever any representative of the Department discovers any violation of this Ordinance, that representative may issue a citation to the Person alleged to have committed the violation and such citation shall be in the form specified in paragraph a) of this subsection. Such citation shall be made out in quadruplicate (4). One copy thereof shall be issued to the Person alleged to have committed the violation; one copy shall be filed with the Department; two copies thereof shall be filled with the Bureau.

#### G. Other Options allowed under Minnesota Law.

In addition to the above enforcement options, the Department reserves the right to exercise any other option available under Minnesota law existing at the time of an Ordinance 13 violation.

### Subsection 3: Implementation

#### A. Self-inspection program

Every Responsible Party shall arrange for and maintain a program for self-inspection. The self-inspection program shall include confirmation acceptable to the Department that requirements listed under Section III; Section IV; and Section V, Subsection 1 are met. The Department may establish a self-reporting form to be completed within a regular interval no more frequent than annually, which may include, but is not limited to, program description, proof of hauling or other Waste management contract information, Waste Collection Service volumes and frequency, training plan, and financial information related to all Waste.

#### B. Department Inspection

Inspection and evaluation listed in Section V, Subsection 2 and Section V, Subsection 3 shall be completed in such a frequency to ensure consistent compliance by Responsible Parties and Haulers with Section III, Section IV, and Section V of this Ordinance. The Department shall provide the Responsible Party with written notice of any deficiencies, corrections, and the date by which the corrections shall be accomplished. At the Department's election, the Responsible Party shall allow the authorized representative of

the Department to collect samples of Waste to evaluate contamination levels. The Responsible Party shall allow free access at all reasonable times to inspect and copy all business records related to Waste collection. The Responsible Party shall report to the County upon request information such as the business name, address, and telephone number of each contracted Hauler, as well as the day(s) of pickup and days which Disposal Facility, Materials Recovery Facility or Organic Material Management Facility is receiving the material. The Responsible Party shall allow the authorized representative from the Department to record and document their findings in any reasonable and appropriate manner including, but not limited to, notes, photographs, photocopies, video recordings, audio recordings, and computer storage systems or other electronic media. When requested by an authorized representative of the Department, the Responsible Party shall provide photocopies or electronic copies of records including scans, electronic image files, or other electronic files of records.

### C. Right of entry

Whenever necessary to perform an inspection to enforce any of the provisions of this Ordinance or whenever the Department has reasonable cause to believe that a Responsible Party is not compliant, the authorized representative of the Department may enter such building or premises during business hours to inspect to ensure compliance with this Ordinance. If such building or premises is occupied, the authorized representative shall first present proper credentials and demand entry. Advanced notice is not required. If such entry is refused or cannot be obtained, the Department shall have recourse to every remedy provided by law to secure entry including administrative search warrants. If the Responsible Party or other Person having control of the premises has previously stated that they will refuse to allow the authorized representative of the Department entry for inspections, then the Department shall have the authority to obtain an administrative search warrant in advance of an inspection at that premises, without first being denied entry.

## **SECTION VI VIOLATIONS**

It shall be unlawful for any Person other than Haulers to distribute, collect, remove or dispose of Mixed Recyclables after said materials have been placed or deposited for Collection Service.

Pursuant to Minnesota Statutes, sections 115A.95 and 115A.553, it shall be unlawful for a Hauler to dispose of any Source Separated Mixed Recyclables or Source Separated Organic Material at a waste-to-energy facility or landfill.

Nothing in this Ordinance shall abridge the right of any Person to give or sell their Mixed Recyclables or Organic Material to any Recycling program lawfully operated for profit, non-profit or charitable purposes.

Nothing in this Ordinance shall abridge the right of any authorized Recycling program to lawfully operate within the County, subject to such other licenses or other regulations as may be required by law.

**SECTION VII SEPARABILITY**

The provisions of this Ordinance are separable. If any court of competent jurisdiction adjudges any provision of this Ordinance to be invalid, such judgment shall not affect any other provision of this Ordinance not specifically included in the judgment.

**SECTION VIII PROVISIONS ARE ACCUMULATIVE**

The provisions of this Ordinance are accumulative to all other current or future laws, ordinances, and regulations, covering any subject matter in this Ordinance.

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

**A RESOLUTION APPROVING OF THE  
CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES  
BETWEEN THE CITY OF RICHFIELD  
AND LICENSED RESIDENTIAL HAULERS SERVING RICHFIELD**

**WHEREAS**, it has been proposed that the City of Richfield (the “City”) enter into an agreement for organized collection in the City; and

**WHEREAS**, the City has authority to enter into this agreement under Minnesota Statutes, Section 115A.94; and

**WHEREAS**, the City and licensed residential haulers have negotiated a “Contract for Residential Solid Waste Collection Services between the City of Richfield and Licensed Residential Haulers serving Richfield;” and

**WHEREAS**, the City Council of the City of Richfield agrees that said agreement would be of benefit to the City; and

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

1. The Contract for Residential Solid Waste Collection Services between the City of Richfield and Licensed Residential Haulers serving Richfield is hereby approved.
2. The Mayor, City Manager, staff, and consultants are hereby authorized and directed to take any and all additional steps and actions necessary to implement organized collection pursuant to the approved contract.

Adopted by the City Council of the City of Richfield, Minnesota this 8th day of June, 2021.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, Acting City Clerk



**115A.94 ORGANIZED COLLECTION.**

Subdivision 1. **Definition.** "Organized collection" means a system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.

Subd. 2. **Local authority.** A city or town may organize collection, after public notification and hearing as required in subdivisions 4a to 4f. A county may organize collection as provided in subdivision 5. A city or town that has organized collection as of May 1, 2013, is exempt from subdivisions 4a to 4f.

Subd. 3. **General provisions.** (a) The local government unit may organize collection as a municipal service or by ordinance, franchise, license, negotiated or bid contract, or other means, using one or more collectors or an organization of collectors.

(b) The local government unit may not establish or administer organized collection in a manner that impairs the preservation and development of recycling and markets for recyclable materials. The local government unit shall exempt recyclable materials from organized collection upon a showing by the generator or collector that the materials are or will be separated from mixed municipal solid waste by the generator, separately collected, and delivered for reuse in their original form or for use in a manufacturing process.

(c) The local government unit shall invite and employ the assistance of interested persons, including persons licensed to operate solid waste collection services in the local government unit, in developing plans and proposals for organized collection and in establishing the organized collection system.

(d) Organized collection accomplished by contract or as a municipal service may include a requirement that all or any portion of the solid waste, except (1) recyclable materials and (2) materials that are processed at a resource recovery facility at the capacity in operation at the time that the requirement is imposed, be delivered to a waste facility identified by the local government unit. In a district or county where a resource recovery facility has been designated by ordinance under section 115A.86, organized collection must conform to the requirements of the designation ordinance.

Subd. 4. [Repealed, 2013 c 45 s 7]

Subd. 4a. **Committee establishment.** (a) Before implementing an ordinance, franchise, license, contract, or other means of organizing collection, a city or town, by resolution of the governing body, must establish a solid waste collection options committee to identify, examine, and evaluate various methods of solid waste collection. The governing body shall appoint the committee members.

(b) The solid waste collection options committee is subject to chapter 13D.

Subd. 4b. **Committee duties.** The committee established under subdivision 4a shall:

(1) determine which methods of solid waste collection to examine, which must include:

(i) the existing system of collection;

(ii) a system in which a single collector collects solid waste from all sections of a city or town; and

(iii) a system in which multiple collectors, either singly or as members of an organization of collectors, collect solid waste from different sections of a city or town;

(2) establish a list of criteria on which the solid waste collection methods selected for examination will be evaluated, which may include: costs to residential subscribers, impacts on residential subscribers' ability

to choose a provider of solid waste service based on the desired level of service, costs and other factors, the impact of miles driven on city streets and alleys and the incremental impact of miles driven by collection vehicles, initial and operating costs to the city of implementing the solid waste collection system, providing incentives for waste reduction, impacts on solid waste collectors, and other physical, economic, fiscal, social, environmental, and aesthetic impacts;

(3) collect information regarding the operation and efficacy of existing methods of solid waste collection in other cities and towns;

(4) seek input from, at a minimum:

(i) the governing body of the city or town;

(ii) the local official of the city or town responsible for solid waste issues;

(iii) persons currently licensed to operate solid waste collection and recycling services in the city or town; and

(iv) residents of the city or town who currently pay for residential solid waste collection services; and

(5) issue a report on the committee's research, findings, and any recommendations to the governing body of the city or town.

**Subd. 4c. Governing body; implementation.** The governing body of the city or town shall consider the report and recommendations of the solid waste collection options committee. The governing body must provide public notice and hold at least one public hearing before deciding whether to implement organized collection. Organized collection may begin no sooner than six months after the effective date of the decision of the governing body of the city or town to implement organized collection.

**Subd. 4d. Participating collectors proposal; requirement.** Before establishing a committee under subdivision 4a to consider organizing residential solid waste collection, a city or town with more than one licensed collector must notify the public and all licensed collectors in the community. The city or town must provide a period of at least 60 days in which meetings and negotiations shall occur exclusively between licensed collectors and the city or town to develop a proposal in which interested licensed collectors, as members of an organization of collectors, collect solid waste from designated sections of the city or town. The proposal shall include identified city or town priorities, including issues related to zone creation, traffic, safety, environmental performance, service provided, and price, and shall reflect existing haulers maintaining their respective market share of business as determined by each hauler's average customer count during the six months prior to the commencement of the exclusive negotiation period. If an existing hauler opts to be excluded from the proposal, the city may allocate their customers proportionally based on market share to the participating collectors who choose to negotiate. The initial organized collection agreement executed under this subdivision must be for seven years. Upon execution of an agreement between the participating licensed collectors and city or town, the city or town shall establish organized collection through appropriate local controls and is not required to fulfill the requirements of subdivisions 4a, 4b, and 4c, except that the governing body must provide the public notification and hearing required under subdivision 4c.

**Subd. 4e. Parties to meet and confer.** Before the exclusive meetings and negotiations under subdivision 4d, participating licensed collectors and elected officials of the city or town must meet and confer regarding waste collection issues, including but not limited to road deterioration, public safety, pricing mechanisms, and contractual considerations unique to organized collection.

Subd. 4f. **Joint liability limited.** Notwithstanding section 604.02, an organized collection agreement must not obligate a participating licensed collector for damages to third parties solely caused by another participating licensed collector. The organized collection agreement may include joint obligations for actions that are undertaken by all the participating licensed collectors under this section.

Subd. 5. **Counties; organized collection.** (a) A county may by ordinance require cities and towns within the county to organize collection. Organized collection ordinances of counties may:

- (1) require cities and towns to require the separation and separate collection of recyclable materials;
- (2) specify the material to be separated; and

(3) require cities and towns to meet any performance standards for source separation that are contained in the county solid waste plan.

(b) A county may itself organize collection under subdivisions 4a to 4f in any city or town that does not comply with a county organized collection ordinance adopted under this subdivision, and the county may implement, as part of its organized collection, the source separation program and performance standards required by its organized collection ordinance.

Subd. 6. **Organized collection not required or prevented.** (a) The authority granted in this section to organize solid waste collection is optional and is in addition to authority to govern solid waste collection granted by other law.

(b) Except as provided in subdivision 5, a city, town, or county is not:

- (1) required to organize collection; or
- (2) prevented from organizing collection of solid waste or recyclable material.

(c) Except as provided in subdivision 5, a city, town, or county may exercise any authority granted by any other law, including a home rule charter, to govern collection of solid waste.

Subd. 7. **Anticompetitive conduct.** (a) A political subdivision that organizes collection under this section is authorized to engage in anticompetitive conduct to the extent necessary to plan and implement its chosen organized collection system and is immune from liability under state laws relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

(b) An organization of solid waste collectors, an individual collector, and their officers, members, employees, and agents who cooperate with a political subdivision that organizes collection under this section are authorized to engage in anticompetitive conduct to the extent necessary to plan and implement the organized collection system, provided that the political subdivision actively supervises the participation of each entity. An organization, entity, or person covered by this paragraph is immune from liability under state law relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

**History:** 1987 c 348 s 27; 1989 c 325 s 26,27; 1990 c 600 s 1,2; 1991 c 337 s 46; 1993 c 249 s 20,21; 2013 c 45 s 1-6; 2018 c 177 s 1-8



City of Richfield  
**CLIMATE  
ACTION PLAN**





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**Lifelong learning at Wood Lake Nature Center is an essential part of sustainability and environmental education and action!**



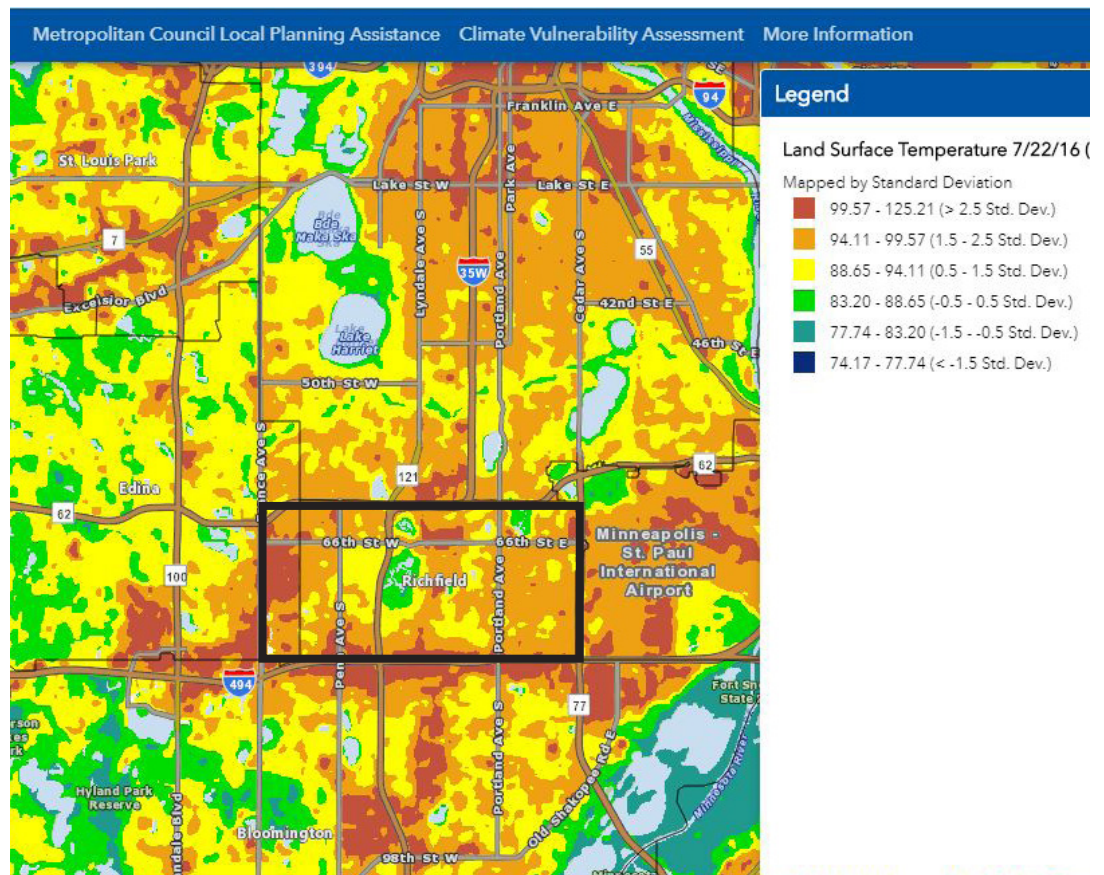
# Introduction

In Richfield’s 2040 Comprehensive Plan, one of the overarching goals was “emphasizing sustainability as a measure to ensure the future economic, environmental and social health of the community”. Sustainability efforts are also inherently connected to the rest of the City’s goals. This includes increasing equity, committing to a balanced multi-modal transportation system, providing the best core services, engaging residents with community outreach, and more.

Our climate is changing rapidly, with more precipitation (both rain and snow) and warmer temperatures, especially during the winter and overnight (Minnesota Environment and Energy Report Card, 2019). In 2016, transportation surpassed electricity as the largest source of CO<sub>2</sub> emissions in MN (Minnesota Environment and Energy Report Card, 2019). All of these statistics and more highlight a need for society to change its business-as-usual behaviors and look towards more environmentally friendly ways of life.

The predominant lenses through which the climate actions in this plan have been proposed and evaluated are mitigation, education, and equity. It is well-known that climate change has and will continue to affect everyone, disproportionately affecting marginalized populations. This includes our elderly, people of color, disabled, non-English speaking, low-income, and immunocompromised friends, family, and neighbors.

It’s important to learn how climate change affects people differently based on socio-economic factors. As such a diverse community, Richfield knows the importance of ensuring equity in all services and projects. The Climate Action Plan is no exception, with staff and elected officials ensuring that equity is highlighted in every goal. There are some general aspects in the plan that work to increase equity, like widespread translation of existing and new resources and documents, and working to provide in-person translation as well. Specific actions look at equity on a deeper scale, working to increase tree canopy, healthy food access, complete transportation systems, and decrease financial barriers. Expanding access to services helps create a more connected community.



**Figure 1: Land Surface temperature. Richfield is indicated by the black outline. (Source: Metropolitan Council Local Planning Assistance)**

Climate change will continue to bring many environmental, social, and resource-based stresses to cities like Richfield. These problems could include heat and disease killing the urban tree canopy. Fewer mature trees and more development increases the urban heat island effect, which has already shown that the average temperature in the cities and first-ring suburbs is several degrees warmer than surrounding rural areas (Smoliak et al, 2015). Figure 1 shows the prevalence of warmer temperatures in Richfield, especially compared to surrounding areas.

These warming temperatures lead to a decline in air and water quality as well as a significant increase in health emergencies related to conditions like asthma, COPD, and cardiac arrest. Stresses on bodies of water increase flooding and decrease water quality. Stresses on public health like food supply chain disruptions threaten the well-being of urban populations. Stresses on low income residents and/or those who live in high-risk areas or aging infrastructure affect already marginalized populations, and increase the severity of health-related consequences.

Richfield has shown its commitment to more sustainable actions, especially over the past few years. The City joined GreenStep Cities, a continuous improvement program with hundreds of action steps housed under 29 best practice categories, and is currently working to achieve Level 4 status within the program. More information on Richfield's GreenStep Cities progress can be found by visiting: <https://greenstep.pca.state.mn.us/city-detail/12392>.

Efforts like these adds to the many common municipal practices that have long been the best environmental option. However, Richfield needs a plan going forward that prioritizes a larger scale climate action effort. It is necessary to prepare our community to handle both existing and new conditions that may hinder future daily living, so we can best adapt to these unknown situations.

This climate action work plan details actions to help achieve both short- and long-term goals for the City of Richfield's sustainability efforts. These actions have been influenced by policies outlined in the most recent Comprehensive Plan as well as staff and resident suggestions. There are many actions to undertake and Richfield will only realize the success of its full potential when everyone works together. Together we can prepare Richfield for the future and see the benefits of our efforts now.

This plan will be re-evaluated every year by city staff and the Sustainability Commission to ensure that the goals and actions included are meeting the city's needs. This annual review will also look at the progress being made and next steps including additional resources that might be needed to further achieve these actions.



**In 2019, Richfield bought two Plug-in Hybrid Electric Vehicles (PHEVs) to be used in the Engineering and Recreation Departments. Engineering staff only filled up the gas tank 3 times in the first year of driving!**

## Overarching Climate Action Goals

The City of Richfield has identified the following goals as overarching objectives that encompass numerous possible actions. Some of these efforts will strengthen resources found in Richfield, like greenspace and local food systems, while others focus on resources generated outside of Richfield, including electricity and renewable energy. In addition to responsible consumption and awareness, these climate actions will help reduce the environmental effects and greenhouse gas emissions resulting from current behaviors.

- 1. Develop and Promote Energy Efficiency Efforts** – Understand Richfield’s energy usage and how to reduce it, saving money and helping the environment.
  - a. Energy Initiatives
  - b. Transportation Initiatives
- 2. Promote Renewable Energy Installation and Purchasing** – Reduce reliance on fossil fuel derived energy and educate residents and businesses on installation incentives.
- 3. Encourage Sustainable Design and Building Practices** – Ensure design and construction plans integrate environmental best practices and amenities, making the building’s life-cycle more environmentally efficient.
- 4. Strengthen and Expand Natural Resource Management** – Inventory various natural resources and include the public in restoration and maintenance of trees, parks, and bodies of water.
  - a. Landscaping and Urban Canopy
  - b. Water Quality and Conservation
- 5. Reduce Waste Generated & Promote Responsible Disposal** – Understand how to responsibly dispose of many different goods and materials while promoting a circular, low waste economy.
- 6. Improve Access to Local and Healthy Food** – Increase convenient purchasing opportunities and create more gardening and food production opportunities.

# Goal 1: Develop and Promote Energy Efficiency Efforts

## Energy Initiatives

Emissions from energy generation and usage account for the second highest sector of emissions globally, only behind transportation. When compared to other inner ring suburbs, Richfield falls below the average of tons of CO<sub>2</sub> emitted from energy consumption (Figure 2). This also correlates with lower energy consumption compared to other inner ring suburbs.

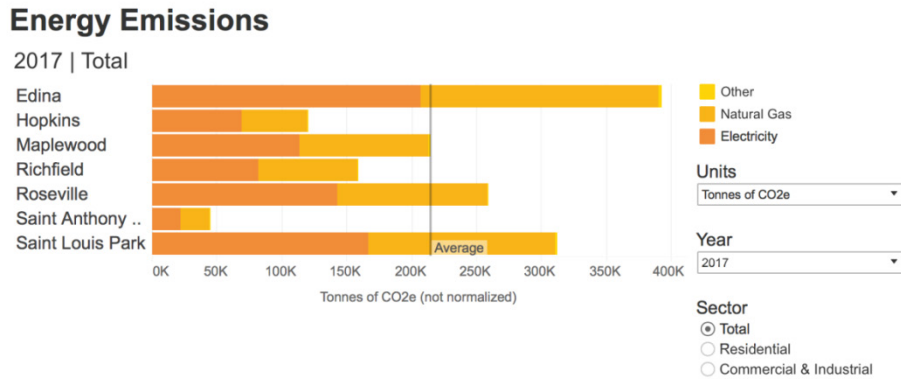


Figure 2: The 2017 Energy Emissions of the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

However, because of Richfield’s specific land use, the lower than average energy usage is drastically driven by residential energy consumption, not by commercial consumption. This is reflected in the residential energy costs shown in Figure 3, which shows that Richfield residents pay a fairly average amount per household has paid per day for energy, despite using less energy than average.

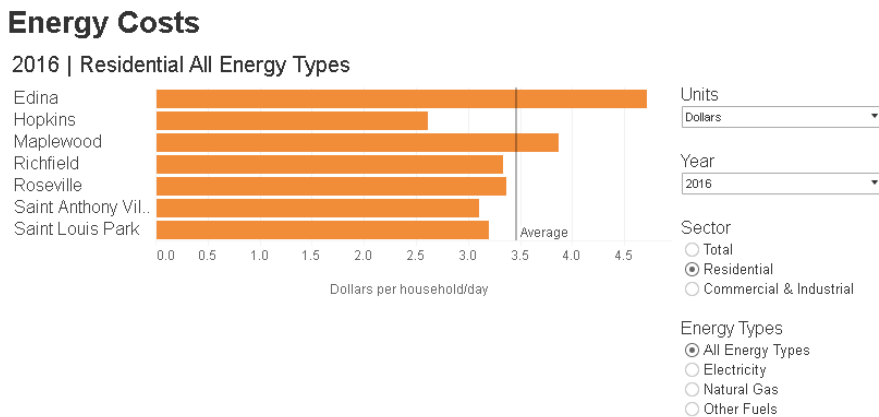


Figure 3: 2016 Energy Costs (dollars per household per day) of the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

These costs add up and based on the condition of one’s home, it can add up quickly. “Energy Burden’ is the percentage of household income spent on home energy bills. The nation’s average energy burden is roughly 3.5%, but some Minnesotans spend 20-30% of their income on energy” (CERTs, 2020). This is determined in part by the age or maintenance of HVAC systems and other appliances, the amount of heat loss or retention, and general resource usage. These factors tend to disproportionately affect low-income and marginalized groups without funds for large equipment upgrades or the agency as renters to make these changes.



It is clear that energy efficiency and reduction efforts would benefit both sectors, saving money and conserving resources. Richfield has already undertaken several energy efficiency efforts, especially when it comes to the energy usage of municipal buildings. Both the Public Works building and the Water Plant are outfitted entirely with LED lighting fixtures. The Water Plant has also taken part in an Xcel Energy rebate program to upgrade equipment like high service water pumps and other motor upgrades. Other citywide energy actions include converting all stoplights in the city to LED fixtures as well as participating in Xcel and Center for Energy and Environment’s Home Energy Squad program since 2013.

*Objective 1: Share opportunities to decrease energy costs and lower energy usage with residents and business owners*

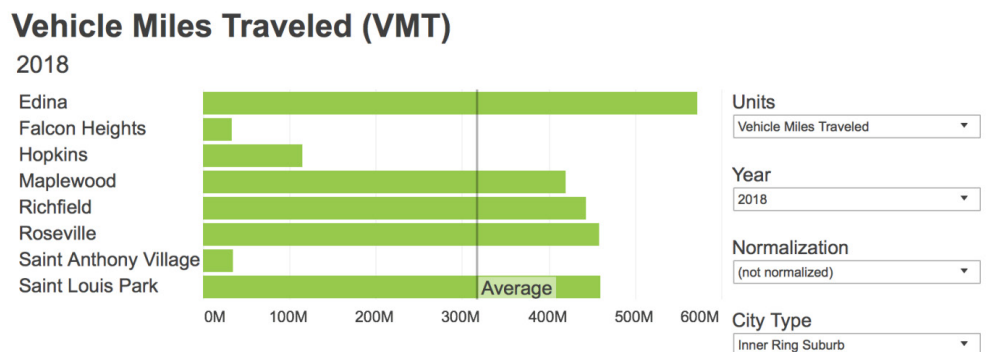
- 1.1** Community stakeholders will write and execute an Energy Action Plan through participating in Partners in Energy. Among other goals, include a focus on residential energy use and efficiency efforts with marginalized populations in the city.
- 1.2** Develop a City webpage that provides information to help residents incorporate energy efficiency practices and technology into their lives. Communicate these strategies through social media, newsletters, and e-notifications.
- 1.3** Encourage commercial and large residential building owners to reduce energy use and increase energy efficiency by retrofitting existing buildings and introducing behavior changes.
- 1.4** Discuss including energy efficiency tips and improvements as part of point of sale inspections or new homeowner materials. Promote utility rebates for energy efficient product upgrades.

*Objective 2: Increase the energy efficiency of all municipal buildings and operations*

- 2.1** Track municipal energy, natural gas, and water consumption on B3, an energy benchmarking program.
- 2.2** Conduct municipal building audits to find efficiency opportunities (behavior change and technology implementation). Create building-specific improvement plans, optimizing city operations to best conserve energy and save money.
- 2.3** Replace existing Xcel metered high-pressure sodium (HPS) streetlights with LED streetlights.
- 2.4** Develop a program to replace existing Xcel flat rate HPS streetlights with LED streetlights.
- 2.5** Create and maintain a written inventory of LED and HPS light fixtures in municipal facility and park parking lots. Use this information as a guideline for replacing HPS fixtures with LEDs.

**Transportation Initiatives**

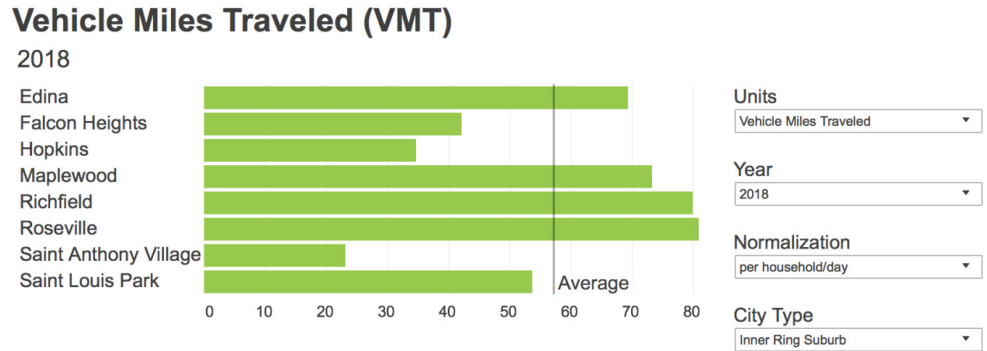
In Minnesota, transportation generates the most greenhouse gas emissions. Although freight transportation contributes to this, individual travel makes up a far greater percentage of Richfield’s transportation emissions (Met Council Greenhouse Gas Inventory, 2018). While there has been progress in promoting and planning for alternative modes of transportation (public transit, biking, walking, rolling, riding scooters or skateboards, etc), the car continues to be the primary mode of transport for many. Additionally, most of those trips have a single occupant, especially commutes.



**Figure 4: 2018 Vehicle Miles Traveled for the Inner Ring Suburbs.** (Source: Regional Indicators Initiative)



Richfield is above average for inner ring suburbs when it comes to vehicle miles traveled (VMT). As shown in Figure 4, the city's statistics do fall in line with many other suburbs. However, when the data is changed to show VMT per household per day, Richfield rises to the top, driving nearly 80 miles every day. According to the 2017 National Household Travel Survey, 35.2% of all vehicle trips were 2 miles and less and 5% of all trips were under ½ of a mile! This is an area where carpooling and increased transit use would be greatly beneficial.



**Figure 5: 2018 Vehicle Miles Traveled per household per day for the Inner Ring Suburbs.**  
 (Source: Regional Indicators Initiative)

Richfield's Complete Streets Plan has overseen many transportation infrastructure improvement projects aiming to increase the safety of all people traveling in Richfield. Several pedestrian bridges and underpasses have been constructed to enhance the city's transportation infrastructure. Re-striping and roundabouts have also helped increase overall safety. One exemplary project was the reconstruction of 76th Street. Reduced from four lanes of concrete to two lanes of asphalt, the right of way was used to add bike lanes, sidewalks, multi-purpose trail, and green boulevards with trees on both sides of the roadway. These projects and more all help reduce transportation emissions and other effects on the environment while also promoting positive public health habits.

*Objective 3: Reduce city-wide transportation-related emissions and Vehicle Miles Traveled (VMT)*

- 3.1** Share education with residents regarding electric and plug-in hybrid electric vehicle (EV/PHEV) incentives, financing, charging infrastructure (public and private), benefits, etc.
- 3.2** Continue evaluating the full municipal fleet for vehicle replacement opportunities
- 3.3** Install charging stations at municipal facilities after integrating more EVs/PHEVs into the fleet.
- 3.4** Encourage fewer individual in-city staff trips and more carpools. Prioritize using EVs/PHEVs for these shorter trips.
- 3.5** Review and amend city policies to encourage employees to adopt a telework/in-office split schedule.
- 3.6** Continue to encourage inclusion of roundabouts into planning and educate the public on the benefits of reducing idling and lowered emissions.

*Objective 4: Encourage alternate forms of transportation, promoting a healthier mobility network*

- 4.1** Work with partners like Move Minnesota and Commuter Services to promote and incentivize alternative transportation for staff and residents.
- 4.2** Share information about the MPCA's electric bus initiative with local schools.
- 4.3** Develop more opportunities to educate the public on equity in transportation planning.



## Goal 2: Promote Renewable Energy Installation and Purchasing

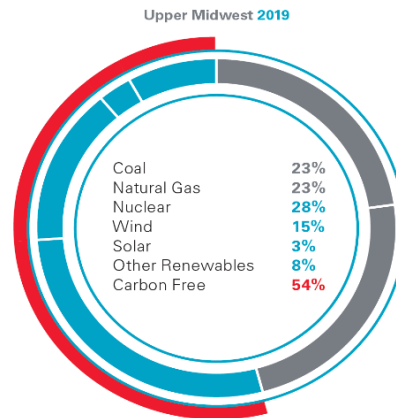
As detailed in the previous goal, energy efficiency and related emissions are a large component of the greenhouse gas emissions reduction challenge. Increasing the amount and production capacity of renewable energy infrastructure helps lower reliance on fossil fuels and reduce emissions from energy production.

Richfield is serviced by Xcel Energy, which has set several goals to increase the percentage of carbon-free energy provided to customers. In 2019, Xcel Energy reached 54% carbon-free energy production in the Upper Midwest. In 2019, wind power alone supplied 15% of the energy Xcel provided (Figure 6).

Implementing different models, like buildings producing their own electricity through solar or geothermal infrastructure, helps build a stronger energy system. Renewable energy generation at individual sites continues to become more financially accessible, strengthening energy production at varying scales.

Many households in Richfield have installed solar panels on their homes or garages. Local businesses like Jaguar Land Rover Richfield generate electricity from rooftop solar arrays as well. Additionally, the City has solar panels on five buildings (the Pool, Ice Arena, Public Works, and two liquor stores). A less expensive way to participate in the generation and consumption of renewable energy is to purchase it through Xcel's Renewable Energy programs, like Windsource and community solar gardens. Over 1,000 households in Richfield currently participate in energy programs like these!

2019 Upper Midwest (Michigan, Minnesota, North Dakota, South Dakota, Wisconsin)



**Figure 6: 2019 Breakdown of Energy Production in Xcel's Upper Midwest Service Area.** (Source: Xcel Energy Power Generation).

### *Objective 1: Increase city-wide renewable energy purchase and generation*

- 1.1** Promote options for purchasing renewable energy to residents and businesses. Identify affordable opportunities to increase equity throughout Richfield, working with low income communities and with people of color.
- 1.2** Conduct solar feasibility study; identify buildings in the city with the most potential and do targeted outreach. Share grant programs to increase affordability, especially for non-residential sites.
- 1.3** Develop and distribute an educational brochure outlining current financing incentives and the benefits of installing solar.

### *Objective 2: Increase municipal renewable energy purchasing and infrastructure installation*

- 2.1** Continue to research renewable energy infrastructure options for municipal facilities.
  - Identify any other municipal buildings with good solar payback potential.
  - Investigate feasibility of solar thermal hot water systems.
  - Investigate adding renewable infrastructure in all new construction.
- 2.2** Investigate viability of making all park trail lighting solar powered.
- 2.3** After reduction efforts, offset energy use with renewable energy purchasing through Xcel Energy's renewable portfolio options.

## Goal 3: Encourage Sustainable Design and Building Practices

Construction and demolition (C&D) waste includes materials from the renovation, demolition, or construction of buildings and transportation infrastructure. In 2019, Minnesota generated an estimated 10.2 million tons of C&D waste, with around 1.4 million tons of that recorded as landfilled (MPCA). This waste stream presents a great opportunity to divert materials for reuse and extend their lifecycle.

With limited space for new construction in Richfield, sustainable design, which looks at the lifespan of a building and plans for emerging technologies is essential. It also takes into account existing natural resources like natural lighting and passive heating to lower a building's energy footprint after construction. All of these practices result in financial and environmental savings over time.



**Richfield's partnership with Habitat for Humanity constructs affordable housing units in the city. All of their houses are built to meet Energy Star 3.1 standards.**

Richfield residents are implementing sustainable design features into their own home improvement or construction projects. Many residents have installed solar panels, natural landscaping, passive solar design, additional dwelling units, and more. Richfield's Community Development department has several environmentally-oriented grant programs, including the Richfield Rediscovered Lot Sale Program, which includes five sustainable construction categories that builders should include in their design plans.

### *Objective 1: Develop and streamline municipal permit process*

- 1.1** Evaluate projects for sustainable opportunities during Administrative Review Committee (ARC) meetings. For projects with city financial support or regulatory approval, develop an amenity point evaluation system.
- 1.2** Create a guide of financial and planning resources for constructing efficient and sustainable buildings. Share this with builders/developers at ARC meetings.
- 1.3** Encourage builders/developers to seek Energy Star, MN GreenStar, Xcel's Energy Efficient Buildings programs, SB 2030 Energy Standard, or other certifications.
- 1.4** Review the effectiveness of the City's affordable housing permit fee reduction program. Investigate how to improve the program and revise as needed.

### *Objective 2: Adopt and promote green design strategies*

- 2.1** Encourage deconstruction instead of demolition of properties by sharing information about Hennepin County's deconstruction grant program.
- 2.2** Review design and construction standards to help ensure projects reduce stormwater runoff rates, volumes, and nutrient loads, and enhance water quality.
- 2.3** Set lawn design standards to require restoration of soil permeability after construction and include native plants and compost.
- 2.4** Review and reduce parking maximums to better promote alternative modes of transportation. Require bike parking for all multi-unit housing and commercial developments.
- 2.5** Request that a developer submit plans during the design review process on how their development could achieve "solar-ready" and "EV-ready" status.
- 2.6** Require that new municipal buildings be built using the SB 2030 energy standard and/or a green building framework that includes an equity lens.

# Goal 4: Strengthen and Expand Natural Resource Management

## Landscaping and Urban Canopy Initiatives

Natural resource and greenspace management is very important to maintaining a healthy ecosystem. This is especially true in urban areas where there are many other factors, like a denser population, that could directly or indirectly harm the environment. For example, having a healthy, mature tree canopy fosters good air quality, mitigates the urban heat island effect, reduces energy use through shading, and helps improve water quality.

Richfield's Public Works Department employs several environmentally beneficial maintenance practices. Select areas in almost all of the city's parks feature native grasses and wildflowers and are not regularly mowed. This contributes to improving soil health, erosion control, and reducing emissions from mowing. Chemical use in parks has gradually been reduced over the past 10 years, with staff focused on establishing better turf which requires fewer chemicals. Richfield's parks and streetscape projects have boasted recent efforts to plant and care for increased vegetation, including more trees, bee-friendly medians, designated pollinator garden areas, and newly planted flower beds around several park signs.

### *Objective 1: Establish land management standards and practices that lower inputs and maximize resilience*

- 1.1** Identify areas in parks and commercial spaces that could be restored to natural habitat or non-turf vegetation. Develop a conversion plan.
- 1.2** Increase amount of native species planted to provide pollinators and other wildlife a habitat.
- 1.3** Use compost in landscaping to boost soil health, resilience, and increase water retention.
- 1.4** Increase invasive species removal in public and private areas.
- 1.5** Require more greenspace in streetscape design and construction projects.
- 1.6** Create and implement natural resource management plans for large greenspaces throughout the parks system.

### *Objective 2: Strengthen Richfield's urban forest*

- 2.1** Update the citywide boulevard tree inventory, identifying vulnerable urban tree canopy.
- 2.2** Continue to protect mature legacy trees through regular maintenance, disease prevention, and tree-friendly urban planning and construction. Review tree/landscaping policies for single-family and multi-unit developments; amend as needed to maximize replacement opportunities.
- 2.3** Increase tree canopy percentage; concentrate efforts in low-income and high urban heat areas.
- 2.4** Continue to increase tree species diversity and communicate efforts to the public, especially as pertaining to residential tree selection and climate adaptive forestry.
- 2.5** Maintain Tree City USA status and annual tree planting events including Earth Day celebrations.

### *Objective 3: Provide education and outreach on protecting natural resources*

- 3.1** Educate residents and businesses on planting trees adaptable to climate change.
- 3.2** Revise city code to remove barriers to using native vegetation in landscaping.
- 3.3** Encourage and educate residents and businesses to convert landscapes to diverse, indigenous, and drought tolerant flora, including pollinator gardens. Explain why rain gardens aren't advised in Richfield.
- 3.4** Increase community education on invasive species identification and removal.



## Water Quality and Conservation Initiatives

Less than 1% of the planet's water is accessible to be used for household use, agriculture, and other human-related uses (USGS). In fact, most of the fresh surface water people use comes from rivers, but they only make up about 1/10,000<sup>th</sup> of 1% of Earth's total water supply (USGS)! It's clear that understanding and improving water quality and conservation is essential in using the limited supply that we have.

Richfield's Public Works Department manages water quality and conservation measures. This includes seasonal street sweeping to limit pollutant loading in the City's surface waters. Additionally, the Taft/Legion Lakes treatment system provides regional pollutant load removal and stormwater capacity. All new developments in the City must follow stormwater standards to ensure that extra volume and pollutant loading are both addressed in the planning stage and will not adversely affect the water resources in the area's watershed.

City code restricts when residents are allowed to irrigate their lawns and gardens (not allowed May 1 to September 30 from 11 am to 4 pm) to prevent excess water from being used at times when it is more likely to evaporate than infiltrate into the ground. Public Works has also tracked annual winter salt use to reduce excess chlorides from reaching surface waters. Aside from damage to infrastructure (curbs, streets, pipes, and vehicles), excessive road salt application can be very harmful to aquatic life and have long term impacts to bodies of water.

### *Objective 4: Promote water conservation*

- 4.1** Create ranked list education campaign of easy behavior changes that would reduce water use.
- 4.2** Develop in person, print, and online water conservation education for residents and businesses. Make education as accessible as possible with translations.
- 4.3** Provide information to residents on natural landscaping techniques, including low water plants.
- 4.4** Encourage high efficiency systems (with soil moisture sensors or programmable watering areas) in new installations or system replacements.

### *Objective 5: Improve stormwater management, preserving and enhancing wetlands, streams, lakes, and floodplain areas*

- 5.1** Ensure the City's shoreline management ordinance is consistent with state requirements.
- 5.2** Educate residents who want to help restore and revegetate shoreline.
- 5.3** Explore conducting an inventory of pond status and creating improvement plans.
- 5.4** Develop a salt reduction education program for residents, businesses, and other organizations.
- 5.5** Promote citywide Adopt-A-Drain efforts with the goal of having all catch basins adopted.
- 5.6** Audit and re-design stormwater drainage systems to improve litter capture in all parks. Budget for professionally cleaning ponds and removing litter.



**Public Works Workers Kurt Siebert and Nick Kleve finish some natural landscaping and pollinator garden installation in Monroe Park.**

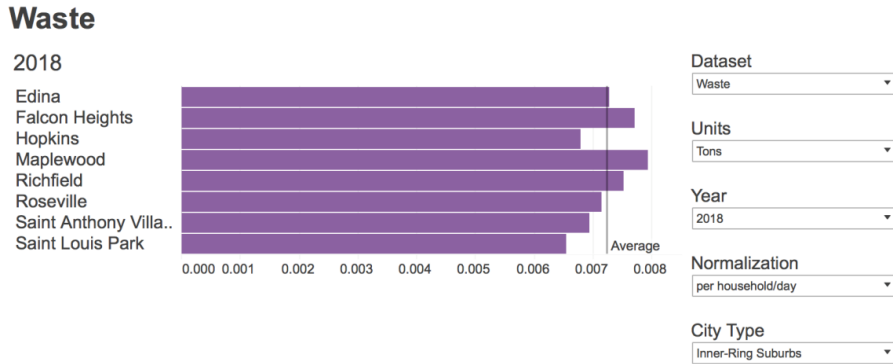


**Natural landscaping can help prevent shoreline erosion. (Source: MPCA)**



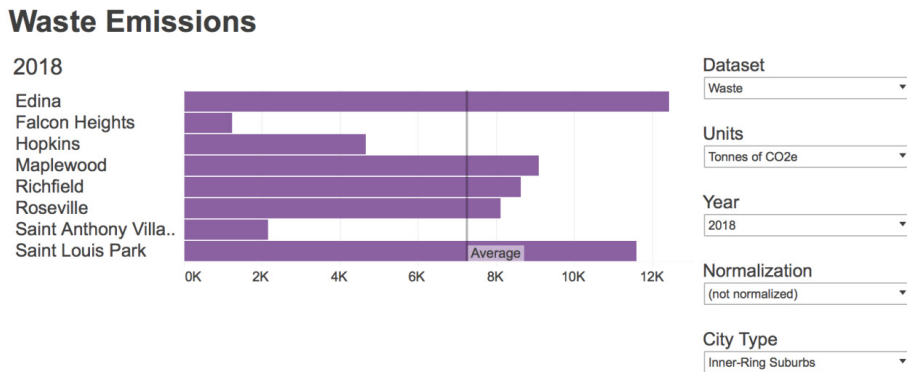
## Goal 5: Reduce Waste Generated

We use numerous different products in our daily lives, almost all of which come in some sort of non-reusable packaging. Once it's in the trash or recycling, it's usually not thought of again. However, we incinerate or landfill our trash and it quickly adds up. Richfield households produce more waste per day than the inner ring suburb average (Figure 6); in 2018, Richfield generated an estimated 41,692 tons of waste total (Regional Indicators Initiative).



**Figure 6: Tons of waste generated per household per day in the Inner Ring Suburbs in 2018.** (Source: Regional Indicators Initiative)

Besides the large amount of resources used to create these products and production-related emissions, there are significant emissions associated with disposing of waste. This includes household pick-up and the subsequent transportation as well as the greenhouse gases released from landfilling or incineration. Since Richfield generates more waste than average, it follows that the city has a higher than average emission tonnage as well (Figure 7).



**Figure 7: Waste emissions (tons of CO2) associated with waste generated in the Inner Ring Suburbs in 2018.** (Source: Regional Indicators Initiative)

There are many ways to reduce the amount of waste one produces. A lot of this has to do with more conscious consumption, but proper disposal is also a factor. Figure 8 shows how different waste management methods in Hennepin County have fluctuated over the years, almost all of them far from their related 2030 goal.

Richfield has implemented several initiatives to reduce the amount of waste thrown away in the City. Over 800 households have signed up for the residential organics drop-off program, which has diverted several dozen tons of compostable material from incinerators and landfills.

71% of waste diverted from landfills in 2019



The proportion of garbage sent to waste-to-energy facilities and landfills shifted drastically in 2019 after the Great River Energy Elk River Resource Recovery Project closed at the beginning of the year.

**Figure 8: Historic breakdown of waste disposal methods compared to county goals.** (Source: 2019 Hennepin County Recycling Progress Report)

The city’s waste reduction efforts currently focus on municipal building systems and staff education, low waste community events like the Farmers Market, and household behaviors. Several city buildings have started organics collection, with more to be rolled out, including areas at the Ice Arena and Pool. Additional citywide recycling education and events are always being planned and implemented!

**Objective 1: Create and share education on how to reduce waste**

- 1.1** Share education and incentives to motivate residents and businesses to reduce waste, recycle, and compost. Promote Hennepin County Master Recycler and Composter program and Zero Waste Challenge.
- 1.2** Communicate with residents about events and businesses that promote waste reduction and reuse, such as Fix-it Clinics.
- 1.3** Develop educational materials that illustrate the impacts of waste generation and reduction behaviors and share smarter purchasing tips.
- 1.4** Host a citywide drop-off event to collect materials that cannot be recycled curbside (electronics, household hazardous waste, etc).
- 1.5** Continue to build a robust education and resource page on the city’s website.

**Objective 2: Emphasize and expand recycling and organics collection efforts**

- 2.1** Enforce the state recycling statute and undertake an educational campaign to strengthen recycling in multi-unit housing and businesses.
- 2.2** Organize curbside solid waste, recycling, and organics collection by 2022 to increase accessibility and equity and achieve environmental benefits.
- 2.3** Require that all events held at city facilities (including park shelters) are low or zero waste, following published city guidelines.

**Objective 3: Reduce waste generated by municipal staff and operations**

- 3.1** Update the Sustainable Purchasing Policy and annually educate relevant staff on best practices
- 3.2** Develop a list of environmentally preferred local vendors and environmentally preferable state cooperative purchasing contracts for city purchases.
- 3.3** Create city operations goals for sustainable material use in projects, solid waste reduction, recycling, and organics recycling. Work with the municipal Green Team to create a friendly department or building competition.
- 3.4** Develop and implement low waste guidelines for all internal staff events to follow.
- 3.5** Improve all waste disposal systems in municipal buildings and with the municipal Green Team, coordinate related education for all staff.

## Goal 6: Improve Access to Local and Healthy Food

When it comes to food transportation, the physical distance between farm and table can be pretty long. Additionally, local produce and other food products are usually more expensive than what can be purchased at the bigger retail stores, making local, healthy food not as cost-efficient or accessible for many people. With climate challenges affecting food production around the world, it will be essential to produce more of our own food closer to home. This also promotes responsible land management behaviors which will benefit the environment.

When people are more involved with growing their own food and are more aware of how much labor and resources go into food production, they are less likely to waste it or throw it away (Nova, 2020). This reduces greenhouse gas emissions and also helps build other environmentally conscious habits by developing relationships and connection to the land. For example, if you know how much your plants rely on clean water for growth, you might start thinking about the health of your local water sources and how to reduce contaminants in them. This systems thinking approach is very important when it comes to climate action!

Historically, there have been a variety of organizations working to increase access to local and healthy food in Richfield. The Richfield Farmers Market has operated from May-October for 30 years, with the Winter Market spotlighting more local food vendors. There are several affordable grocery stores in town, and organizations and initiatives like VEAP and Fare For All further increase food access for residents across the city. Residents are allowed to keep bees and chickens per City Code, and there have been a number of community gardens in the City over the years as well.



### *Objective 1: Increase the amount of healthy food grown by Richfield residents, shortening supply chain length and strengthening the community's resilience*

- 1.1** Support the creation and maintenance of pocket community gardens in parks and other areas identified across the city.
  - Educate participants on soil testing for contaminants to ensure health and safety.
  - Establish gardens at schools and connect into curricula.
  - Collaborate on equipment-lending libraries and seed/seedling programs.
- 1.2** Encourage edible landscapes and gardening on various types of properties (homes, businesses, schools, etc). Review and amend code as needed.
- 1.3** Revise ordinances related to the keeping of bees, chickens, and other animals to better support animal health and husbandry best practices.
- 1.4** Encourage the creation of community gardens to fulfill the green space requirement for new developments.



*Objective 2: Ensure all residents have nearby access to purchasing and consuming healthy food*

- 2.1** Continue to support innovative practices such as mobile food markets and pantries to bring food closer to under-resourced consumers. Develop a multi-lingual comprehensive list of local resources for staff to share with residents.
- 2.2** Explore partnership opportunities to provide education and skill development for families around healthy food selection and preparation.
- 2.3** Promote Community Supported Agriculture programs through existing programs and partnerships
- 2.4** Measure proximity of grocery stores to residential areas, specifically pedestrian access within a half-mile radius of grocery stores. Use this information in program development to focus on increasing equity.



# Appendix 1: Implementation Tables

## Goal 1: Develop and Promote Energy Efficiency Efforts

### Energy Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Short-term (2 years)	2020	2.1
1.2	Municipal	Ongoing	2021	2.1
1.3	Commercial	Short-term	2021	2.4
1.4	Municipal, Residential	Short-term	2022	-
2.1	Municipal	Short-term; ongoing	2020	1.1, 1.6, 20.1
2.2	Municipal	Short-term	2022	1.2, 1.3
2.3	Municipal	Short-term	2022	4.2, 4.3, 4.5
2.4	Municipal	Short-term	2022	4.2, 4.3, 4.5
2.5	Municipal	Short-term	2022	4.2, 4.3, 4.5

### Transportation Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
3.1	Municipal, Residential	Ongoing	2022	-
3.2	Municipal	Ongoing	2021	13.2, 13.3, 13.6
3.3	Municipal	Long-term; ongoing	2023	23.5
3.4	Municipal	Short-term launch; ongoing	2022	13.1
3.5	Municipal	Short-term launch; ongoing	2021	12.5
3.6	Municipal, Residential	Ongoing	2020	11.6
4.1	Municipal, Residential	Ongoing	2021	12.1, 12.2, 12.3, 12.4, 12.6
4.2	Municipal, Education	Short-term	2020	-
4.3	Municipal	Short-term; ongoing	2021	-

## Goal 2: Promote Renewable Energy Installation and Purchasing

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Short-term launch; ongoing	2021	26.2a
1.2	Municipal	Short-term	2023	26.2b
1.3	Municipal	Short-term	2023	26.2
2.1	Municipal	Long-term	2023	1.7
2.2	Municipal	Ongoing	2022	4.5
2.3	Municipal	Long-term	2025	15.2



### Goal 3: Encourage Sustainable Design and Building Practices

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Commercial	Short-term	2021	3.3
1.2	Municipal, Commercial	Short-term launch; ongoing	2022	2.2
1.3	Municipal, Commercial	Ongoing	2021	-
1.4	Municipal	Ongoing	2022	2.6
2.1	Municipal, Commercial	Short-term; ongoing	2020	22.8
2.2	Municipal, Commercial	Ongoing	2021	17.5
2.3	Municipal, Commercial	Ongoing	2022	16.2
2.4	Municipal, Commercial	Short-term	2021	12.1, 14.1
2.5	Municipal, Commercial	Short-term; ongoing	2021	2.2
2.6	Municipal	Short-term	2021	3.1

### Goal 4: Strengthen and Expand Natural Resource Management

#### Landscaping and Urban Canopy Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal	Ongoing	2022	18.5a
1.2	Municipal	Ongoing	2022	18.5a
1.3	Municipal, Residential, Commercial	Short-term; ongoing	2022	15.5, 16.2, 18.5b
1.4	Municipal, Residential	Ongoing	2022	18.8
1.5	Municipal	Ongoing	2021	-
1.6	Municipal	Long-term; ongoing	2024	10.1
2.1	Municipal	Ongoing	2021	-
2.2	Municipal, Commercial	Ongoing	2021	16.2, 16.5
2.3	Municipal	Long-term; ongoing	2022	16.3
2.4	Municipal, Residential	Ongoing	2021	16.6
2.5	Municipal, Residential	Ongoing	2021	16.1
3.1	Municipal, Residential, Commercial	Ongoing	2021	-
3.2	Municipal, Residential, Commercial	Short-term; ongoing	2021	16.5, 17.5
3.3	Municipal, Residential	Ongoing	2022	-
3.4	Municipal, Residential	Ongoing	2022	18.8

**Water Quality and Conservation Initiatives:**

<b>Action Item</b>	<b>Sector(s) Involved</b>	<b>Project Timeframe</b>	<b>Potential Start Year</b>	<b>GreenStep City Related Action(s)</b>
4.1	Municipal, Residential	Short-term	2021	2.5
4.2	Municipal, Residential	Short-term; ongoing	2021	2.5, 20.6
4.3	Municipal, Residential	Ongoing	2021	-
4.4	Municipal	Ongoing	2021	2.5
5.1	Municipal	Short-term	2022	19.4
5.2	Municipal, Residential	Ongoing	2022	19.5
5.3	Municipal	Long-term	2024	19.5
5.4	Municipal, Residential, Commercial, Others	Ongoing	2021	17.6
5.5	Municipal, Residential, Commercial, Others	Ongoing	2021	17.3
5.6	Municipal	Ongoing	2023	-

**Goal 5: Reduce Waste Generated**

<b>Action Item</b>	<b>Sector(s) Involved</b>	<b>Project Timeframe</b>	<b>Potential Start Year</b>	<b>GreenStep City Related Action(s)</b>
1.1	Municipal, Residential, Commercial	Ongoing	2021	22.2
1.2	Municipal, Residential	Ongoing	2021	22.2, 22.4
1.3	Municipal, Residential	Short-term	2021	22.2
1.4	Municipal	Short-term	2023	-
1.5	Municipal	Ongoing	2020	22.2
2.1	Municipal, Commercial, Multi-Unit Housing	Long-term	2022	22.6
2.2	Municipal, Residential	Short-term	2020	22.3, 22.5, 22.7
2.3	Municipal	Ongoing	2021	15.7
3.1	Municipal	Short-term launch; ongoing	2021	15.1, 15.4, 15.8
3.2	Municipal	Short-term	2021	15.3
3.3	Municipal	Long-term	2022	15.5, 22.1
3.4	Municipal	Short-term	2021	15.7
3.5	Municipal	Short-term launch; ongoing	2021	22.1

## Goal 6: Improve Access to Local and Healthy Food

<b>Action Item</b>	<b>Sector(s) Involved</b>	<b>Project Timeframe</b>	<b>Potential Start Year</b>	<b>GreenStep City Related Action(s)</b>
1.1	Municipal, Residential, Schools	Long-term; ongoing	2022	27.2, 27.3c
1.2	Municipal, Residential, Commercial	Ongoing	2021	-
1.3	Municipal, Residential	Short-term	2021	27.2
1.4	Municipal, Multi-Unit Housing	Ongoing	2023	27.2
2.1	Municipal	Ongoing	2021	27.3
2.2	Municipal, Residential, Community Education	Ongoing	2021	-
2.3	Municipal, Residential	Ongoing	2021	27.3b
2.4	Municipal	Short-term	2021	27.4

## **Appendix 2: Related 2040 Comprehensive Plan Policies**

Adopted in 2018, Richfield's 2040 Comprehensive Plan helps the city set goals and policies that improve land use, transportation, pedestrian and bicycle facilities, parks, utilities, and public facilities. Many of these policies tie into the objectives that this climate action work plan highlights as well. The two documents are inherently connected as they both work to improve the municipal services Richfield currently offers while ensuring the overall sustainability of the future of the City.

### **General Policies**

- “Encourage the use of alternative energy sources and sustainable building practices.”
- “Encourage protection of the environment in the day-to-day conduct of City business.”
- “Explore opportunities for policy change related to pollinator habitat protection, local food production and entrepreneurship, the promotion of healthy food retail, and waste reduction.”

### **Goal 1 (Develop and Promote Energy Efficiency Efforts) Policies**

- “Reduce pollutants through public transit, car-pooling, traffic control, use of berms and trees, and stronger enforcement of pollution policies”
- “Incorporate landscaping and aesthetics in all transportation improvements.”
- “Make fuel efficiency and alternative fuels a high priority when purchasing vehicles for use by the city.”

### **Goal 2 (Promote Renewable Energy Installation and Purchasing) Policy**

- “Install solar panels or similar energy sources on public buildings and encourage owners of businesses and private property owners to do the same”

### **Goal 3 (Encourage Sustainable Design and Building Practices) Policy**

- “Encourage sustainable building practices”

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HENNEPIN COUNTY  
MINNESOTA



# Solid Waste Management Master Plan

2018

*On the path to zero waste landfilled*

*Approved by the Hennepin County Board of Commissioners on November 28, 2017*

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# Introduction

## Background about the plan

State statute requires metropolitan counties to prepare master plans every six years that identify strategies to meet the recycling goals and objectives in the state's Metropolitan Solid Waste Management Policy Plan. The policy plan was adopted by the Commissioner of the Minnesota Pollution Control Agency (MPCA) on April 6, 2017, and establishes the framework for managing solid waste in the metro area through 2036.

The following key themes underlie all elements of the policy plan:

- Accountability
- Solid waste management hierarchy
- Generator responsibility
- Government as a leader
- Product stewardship
- Private sector initiative
- Environmental benefits

The MPCA's policy plan outlines aggressive goals, including specific and quantifiable objectives for eliminating the practice of land disposal of mixed municipal solid waste.

## Policy plan goals

Management method	2020	2025	2030	2036
Recycling	51%	54%	60%	60%
Organics recovery	12%	14%	15%	15%
Resource recovery	35%	31%	24%	24%
Max landfill	2%	1%	1%	1%

The policy plan objectives are intended to maximize the upper end of the hierarchy, emphasizing product stewardship, source reduction, and reuse, and achieving the legislative goals for recycling and organics recovery.

Hennepin County developed its 2018 Solid Waste Management Master Plan to reach the goal of recycling 75 percent of waste by 2030. The master plan demonstrates the county's commitment to conserving natural resources, protecting the environment and ensuring public health and safety. The county is a national and regional leader in environmental management. The county has received national recognition for the Choose to Reuse program and other innovative waste prevention work. The county's Master Recycler/Composter program, Fix-it Clinics, environmental partners program, recycling grants and education resources have been replicated by many others. The county is also acknowledged nationally for leadership in organics recycling development, household hazardous waste programs and education campaigns. This master plan was developed with the goal of maintaining and strengthening this leadership position.

The plan was developed to be consistent with the Hennepin County Board of Commissioner's mission "to enhance the health, safety and quality of life of our residents and communities in a respectful, efficient and fiscally responsible way." It is also consistent with the Hennepin County Environment and Energy Department's mission of "protecting the environment and conserving resources for future generations" and overarching strategic goal that "Hennepin County's environment is preserved for future generations."

The first part of this plan describes the public engagement process used to gather input. The second part discusses progress on goals as well as opportunities and challenges. Part three sets forth the strategies the county plans to implement to meet the state goals. Appendices at the end of the plan provide additional detail about the solid waste management system.

This master plan is intended to guide waste management in the county through 2036, but most of the strategies focus on meeting the 2020 objectives established by the state in the policy plan. Other strategies will lay the foundation for achieving the long-term goals. Progress on implementing strategies will be reviewed regularly, and revisions and new strategies will be developed as appropriate to continue progress towards achieving the primary outcomes.



# Engagement process

The county gathered input from 1,705 participants through meetings, one-on-one interviews and online surveys. Participants included residents, elected officials and representatives from businesses, business associations, cities, schools, community groups, multifamily property owners, haulers and other waste industry experts. Promotions of these activities included arranging in-person meetings, sending emails and letters to stakeholders, and including information in newsletters and social media.

## Summary of public engagement activities

Activity	Participants
Online survey	1,235 residents
Meetings with city elected officials	35 elected officials and city managers
Meetings with hauler representatives	6 haulers
Meetings with city recycling coordinators	26 city staff
Focus group discussions with businesses that generate large amounts of food.	21 business representatives responsible for waste management decisions
Interviews with Building Owners and Managers Association (BOMA) Greater Minneapolis representatives, Minnesota Grocers' Association, Hospitality Minnesota (which includes the MN Restaurant Association, MN Lodging Association, and the MN Resort & Campground Association), and the Minneapolis Regional Chamber of Commerce.	10 executive leaders and representatives of primarily large corporate real estate companies.
Meetings with school representatives	12 adult school staff and 2 students
Online survey of school representatives	24 school recycling contacts
Online survey of business grant recipients	35 business recycling grantee
Green Partners environmental education network meeting	34 community group representatives
Interviews with multifamily property managers	6 property managers
Phone interviews with multifamily property managers	31 property managers
Interviews with construction and demolition industry professionals	31 industry professionals, including building reuse retailers, contractors, city building officials, construction waste processors and end markets
Waste sort engagement event	23 attendees, including county commissioners, city council aides, environmental organization executives, retail sustainability officers and reuse and organics industry representatives.
Online survey about proposed strategies	167 respondents, primarily residents
Solicited written feedback on proposed strategies	7 emails from primarily trade associations
	<b>1,705 total participants</b>

## Communities represented

Residents from 39 of the county's 44 cities as well as representatives, including mayors, council members, managers and recycling coordinators, from 29 cities provided input.

### Residents from:

- Bloomington
- Brooklyn Center
- Brooklyn Park
- Champlin
- Chanhassen
- Corcoran
- Crystal
- Dayton
- Deephaven
- Eden Prairie
- Edina
- Excelsior
- Golden Valley
- Greenfield
- Hanover
- Hopkins
- Independence
- Long Lake
- Maple Grove
- Maple Plain
- Medina
- Minneapolis
- Minnetonka
- Minnetrista
- Mound
- New Hope
- Orono
- Osseo
- Plymouth
- Richfield
- Robbinsdale
- Rockford
- Rogers
- St. Anthony
- St. Bonifacius
- St. Louis Park
- Shorewood
- Wayzata
- Woodland

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- Eden Prairie
- Golden Valley
- Greenfield
- Hanover
- Hopkins
- Independence
- Loretto
- Maple Grove
- Maple Plain
- Medina
- Minneapolis
- Minnetonka
- Minnetrista
- New Hope
- Orono
- Plymouth
- Richfield
- Robbinsdale
- Rockford
- Rogers
- St. Louis Park

## Key findings

### **Residential recycling has improved, but more recycling options are needed**

- Residents emphasized increasing convenience by offering pickup services for items that currently need to be dropped off, such as plastic bags and batteries, or improving drop off options by adding more locations and expanding hours.
- Many residents need more capacity in their recycling carts. Many residents want recycling picked up weekly, while other residents asked for a larger recycling cart.

### **Interest in organics recycling is high, but the concept is still new**

- Residents consider organics recycling to be important, and 62 percent said they would be very likely to participate.
- Businesses that generate large amounts of food waste have begun to implement organics recycling. Reasons they cite for starting their programs include having an individual who was passionate about the topic and a financial scenario that made sense. Other businesses have considered it but haven't made it a priority or found it was too expensive.

### **Barriers to organics recycling need to be addressed, and the benefits need to be better understood**

- Barriers for residents include space for adding another cart, increased truck traffic, and odors.
- Barriers for businesses include finding space for outdoor containers, the need to conduct ongoing training for staff, and finding time to focus on an issue that isn't urgent.
- There is a need to better understand the benefits of organics recycling and the value of the compost that the food scraps are turned into. People say they participate in organics recycling to help the environment, to be less wasteful, to send less to landfills, and to create healthy soils.
- Promoting existing county incentives to businesses could build additional interest and support from businesses.
- Providing rewards for residents and business who participate in organics recycling programs should be explored.

### **There is openness to residential organics recycling requirements but concerns about implementation**

- Residents expressed very strong support for requiring cities to provide residents the opportunity recycle organics by 2022.
- Most cities were accepting of the need for requirements, and their concerns were related more to the implementation rather than the requirement itself.
- Cities are concerned about what changes in the funding policy and an organics recycling requirement together would mean for the cost of recycling to their residents. Residents are not seeing the cost savings of reducing waste.
- County leadership is needed to determine the best collection methods and improvements to waste infrastructure to make organics recycling viable.

### **Organics recycling requirements for businesses that generate large amounts of food waste are not unexpected, and the suggested approach is sound**

- Although few in the business community readily embraced requirements, the concept was not unexpected.
- Several businesses acknowledged that they likely wouldn't participate in organics recycling until it was required.
- The approach of the requirement made sense. Businesses told us a well-designed requirement implemented with county guidance and support would make requirements more palatable.
- Residents expressed very strong support for the business recycling requirement. They think this requirement will make a big impact on waste diversion.
- Some trade associations prefer voluntary strategies but all expressed interest in helping the county conduct stakeholder engagement.

### **People are willing to do their part to expand organics recycling if it is part of a broader effort**

- Interest in the status of organics recycling in other locations came up in nearly all the discussions. For example, the business representatives asked about school organics programs, and residents strongly support an organics recycling requirement for businesses. There is a desire to see organics expanded as a broad effort and made available more widely, and individuals seem more willing to do more if others are also being asked to do more.

### **The educational and financial resources the county provides to encourage recycling are helpful**

- The grants, recycling containers, education materials and technical assistance provided by the county are valuable to businesses, schools, multifamily properties and community groups.
- In general, the county is offering the right mix of resources for each sector. The barriers for each sector are unique but well understood.
- Partners that have received grants continue to want help with ongoing training needs and troubleshooting their programs.

### **Advocate for policies that reduce waste and help enforce existing requirements**

- Many residents want the county to be more active in encouraging product stewardship, especially on plastic packaging and disposable products. Residents also want to see more done to enforce recycling requirements that are already in place for apartments, businesses and schools.

### **More education is needed**

- Residents want very detailed lists of what can and can't be recycled or composted.
- Cities want the county to do more to promote organics recycling so residents better understand the benefits of organics recycling and the value of the compost.

# Guiding principles

The following principles encompass the concepts and values that were used in the development of the strategies included in this plan. These principles also provide general guidance to support work plan activities and management decisions regarding solid waste.

## **Sustainability**

The county should be a place where natural systems are in balance with the systems people need to live well – a place where people and systems are resilient and adaptable to both short-term and long-term changes. Sustainable materials management recognizes that products and materials vary in the environmental impacts they cause throughout their life cycles and should be managed accordingly. Advancing sustainability will mean responsibly managing natural and financial resources, ensuring that people have what they need to participate, and making strategic investments for the future.

## **Equitable access**

The county strives to ensure equitable access to programs, services, assistance, resources and opportunities to protect the environment for its diverse community. The planning and delivery of programs, services and outreach are intended to meet people where they are both geographically and within the context of their environmental concerns, knowledge and actions. The county works with community members and organizations to understand their needs, interests, barriers and concerns in order to develop customized programs and outreach.

## **Meaningful involvement**

Efforts to involve the public should go beyond building awareness by ensuring that people have access to information and an opportunity to participate in decisions about activities that may affect their environment and/or health and the tools to take action and make environmentally responsible changes in behavior. Decision-makers should seek out and facilitate the involvement of those potentially affected, ensuring that the public's concerns will be considered and their contribution can influence decisions. Outreach efforts engage our community and partners in developing the knowledge, skills, attitudes and motivation to work individually and collectively towards sustaining a healthy environment.

## **Data-driven decision making**

Staff continually gather and analyze data, incorporate scientific research findings into program design, respond to industry trends, and adapt to the needs of the community. Deliberate evaluation of data and thoughtful planning help determine priorities and facilitate the development of creative solutions. The county will make the most of its resources by focusing on what is important and how to best meet established goals, whether that is through the implementation of proven best practices or new, innovative strategies.



## **Shared responsibility**

We all have a responsibility - individuals, businesses, private sector and government - to prevent waste and recycle everything we can. The county's responsibility is to develop and implement policies, offer programs to reduce waste and expand recycling opportunities, offer financial and technical assistance, provide education, and engage our community. Residents and businesses need to prioritize waste prevention and recycling. Ultimately, the ability of the county to reach its waste goals will be determined by the everyday choices and behaviors of the county's 1.2 million residents and thousands of businesses.

## **Holistic approach**

The challenges communities face are interrelated and require a holistic approach. The focus of this master plan is on solid waste management, but the county recognizes the importance of other programs within the Environment and Energy Department – from contaminated lands cleanup and hazardous waste inspections to tree planting and youth environmental education. The county also addresses environmental stewardship and human health through programs in other departments, including lead paint abatement, investment in public transportation, and aligning housing with access to transit services.

## **Financial stewardship**

Advancing sustainability will mean responsibly managing natural and financial resources and making strategic investments for the future. The county will protect the environment and health of residents in a fiscally responsible way by allocating funds to leverage available resources, implementing cost-effective strategies and programs, providing strategic financial assistance, and improving the solid waste management infrastructure to ensure efficient operations. Policies and programs will maximize environmental benefits while being responsive to the economy and ensure the benefits are widely shared by residents and businesses.

# Progress on goals

The county has made steady progress toward state goals and in 2016 diverted 82 percent of waste from landfills, a rate on par with national leaders. The county has made positive progress in reducing landfilling, increasing the processing of waste through waste-to-energy and increasing recycling since 2010 but still has a ways to go to reach the 2030 goals.

## What's changed since the last plan in 2012



### Improved recycling services

One-sort, materials added, public space recycling, container signage



### Expanded organics

Minneapolis, St. Louis Park



### Launched new reduction efforts

Fix-it clinics, Master Recyclers, Zero Waste Challenge, move out and bulky waste



### Offered incentives

Businesses, schools, apartments, public spaces



### Enhanced education

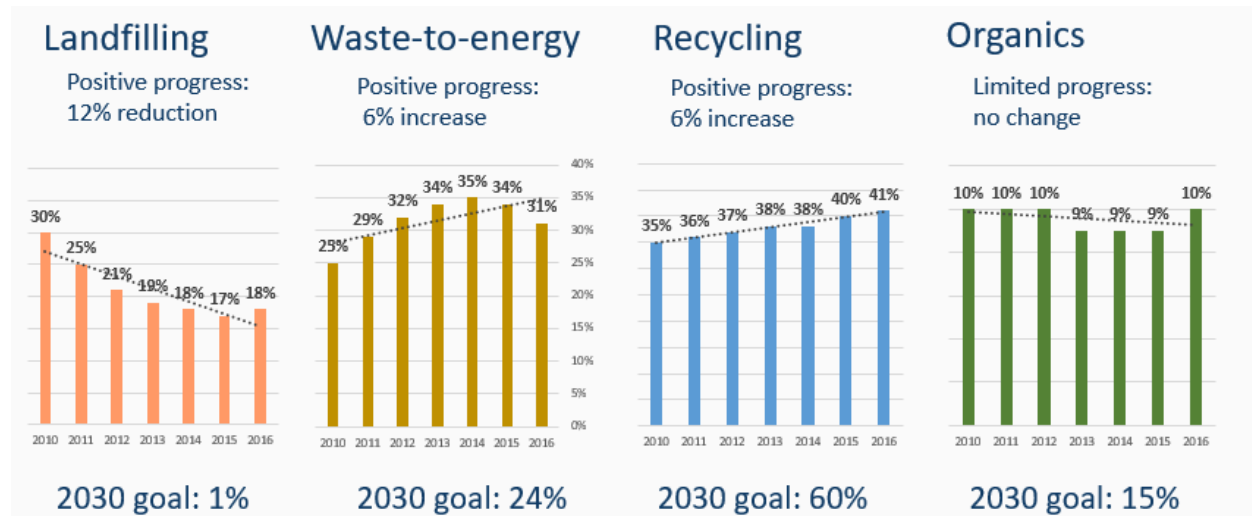
Recycle Everywhere, Choose To Reuse, Save the Food, Green Partners grants

Over the past six years, the county has made progress on the path to zero waste landfilled. The most noteworthy accomplishments include:

- Minneapolis moved to one-sort recycling.
- More materials are accepted in curbside recycling programs.
- There are more recycling options at parks and events.
- Signage on waste containers are better and more consistent.
- St. Louis Park started residential organics recycling service in 2013 and Minneapolis followed in 2015.
- The county started the business recycling grant program, Fix-It Clinics, the Master Recycler/Composter volunteer program, the Zero Waste Challenge, and the move out and bulky waste pilot program at multifamily properties.
- The Recycle Everywhere campaign reached wide audiences over five years.
- The Green Partners environmental education program strengthened collaboration with community groups.
- Innovative programs started by the county have been duplicated across the metro.

## Incremental progress

With these efforts, progress toward our recycling goals has shown incremental but positive trends.



Landfilling is down, and more trash now goes to processing facilities that produce energy and recover metal for recycling.

Recycling has inched up about 1 percent every year even though changes in the waste stream have made progress more difficult. Reasons for this include that digital devices have displaced print media, packaging materials are lighter, and there are more non-recyclable plastics. In other words, there is less recyclable material per ton of waste generated, and it takes more recycling just to maintain the same recycling rate.

The diversion rate of organic materials has been flat for several reasons. The majority of organic materials is yard waste, which has a diversion rate that remains fairly consistent from year to year. Organics diverted to composting has increased significantly due to new business and residential organics recycling programs. However, those gains have been offset by decreasing participation in food-to-animals programs that recover bakery and cereal grain by-products to make livestock feed. Overall, there is plenty of room for improvement on organics diversion, and waste sorts repeatedly show that organics is the most common material in the trash.

# Challenges and opportunities

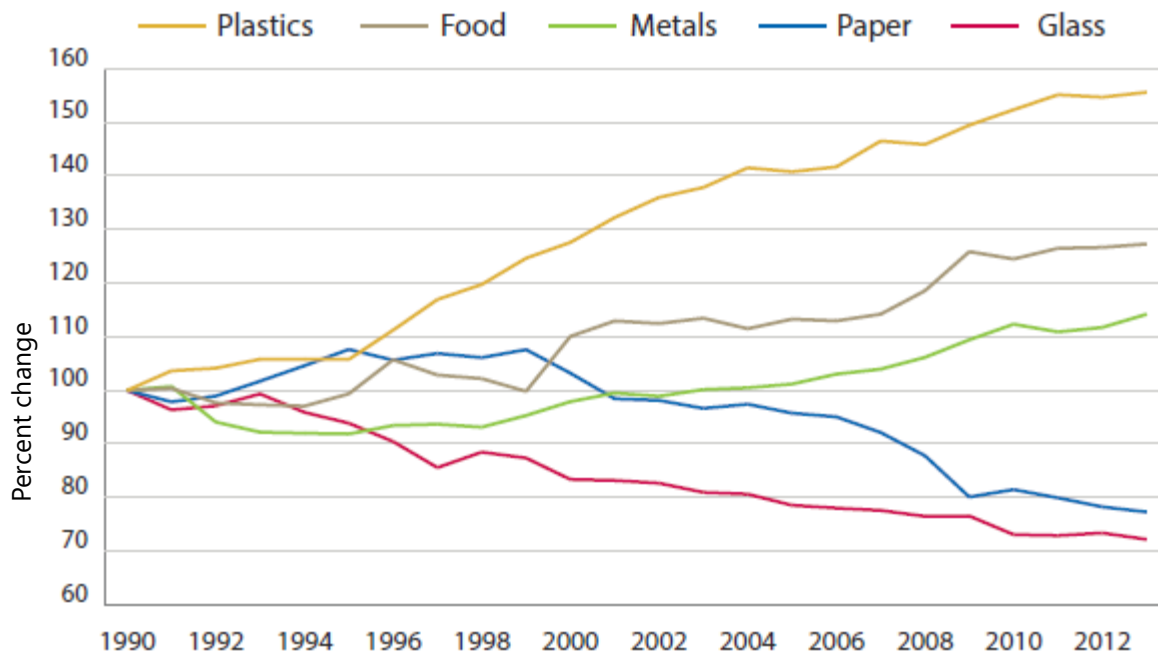
## Trends in waste management

Hennepin County’s ability to meet its recycling goals is impacted by trends in the waste management and recycling industries. Those trends include changes in the material mix, packaging getting lighter, processing costs increasing, and volatile commodity prices.

## The evolving ton

The change in material mix – known as the evolving ton – is particularly challenging. There are less traditional recyclables by weight per ton of waste generated. Plastics, which have become increasingly prevalent in the waste stream, are light and take up a lot of space. Food waste continues to increase, but few people have the opportunity to participate in organics recycling. Meanwhile, the amount of paper in the waste stream continues to decline. All of these changes mean that people need to recycle more and better in order to maintain or increase the recycling rate.

**Changes in waste generation (tons) of specific materials compared to a 1990 baseline**



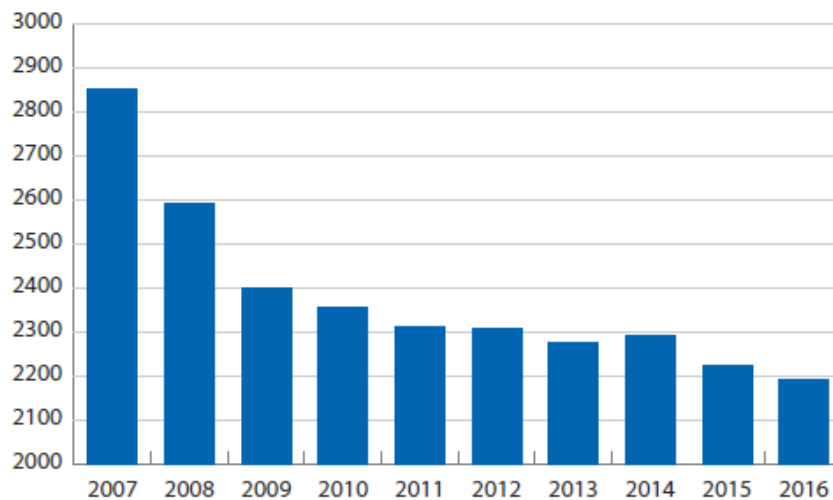
## What does it take to get to 75%?

The county realizes that continued progress will require a detailed understanding of what is in the trash and what can realistically be recovered. The county conducted a residential waste sort at the Hennepin Energy Recovery Center (HERC) in May 2016 to support a data-driven approach to policy and program development.

The study found that achieving a residential recycling rate in excess of 60 percent is not realistic even with aggressive capture rate assumptions at levels that have never before been achieved. The study did not make conclusions about diversion of commercial waste, which has a higher proportion of recyclable and compostable materials. However, the viability of the state goal remains to be demonstrated even with optimistic assumptions about new recovery technologies, the development of new markets, and significant enhancements to collection programs.

It has become increasingly clear that weight-based recycling goals alone are an obsolete measure for evaluating overall progress made toward sustainable management of materials through waste prevention, reuse, recycling, and energy recovery. Because the realities of the evolving ton limit the usefulness of year-to-year comparisons, weight-based recycling goals on their own also have limited effectiveness for program planning. To address the shortcomings of weight-based recycling goals, Hennepin County has been keeping track of annual average waste generation per capita, which is the average amount of waste – trash, recycling, and organics – produced by a county resident in a year.

### Waste generation in Hennepin County Pounds per capita



Since 2007, average waste generation per capita in the county has decreased by 20 percent, which is a much greater decrease than the national reduction of about 4 percent since 2007. Moreover, recycling rates in the county have increased only incrementally during the same period. Although waste generation per capita is also impacted by the evolving ton, it is a more robust and useful measure of what residents and businesses in the county are doing overall to reduce disposal and sustainably manage materials. This measure also accounts for annual increases and decreases in population.

Therefore, the county will be placing more focus on waste generation per capita to inform and guide our efforts in the future. Weight-based recycling goals will remain, but they may become secondary goals as the county explores opportunities to use waste generation data to better inform programming. Likewise,



the county strongly encourages the state to re-evaluate its weight-based recycling goals, which are not realistic based on the materials found in today's waste streams.

The county will continue to track program-level results and report annually on the implementation of the strategies outlined in the master plan. The county will also rely on data collected by the state to evaluate progress toward the objectives established in the policy plan since solid waste haulers and permitted facilities now report directly to the MPCA. This data will be used to calculate recycling, organics recycling, resource recovery, and landfill numbers.

## **Moving forward**

Despite the challenges, opportunities to divert materials from the trash still exist. The following strategies will lead diversion efforts to make progress toward state goals:

- Focus on organics, including increasing organics recycling and reducing food waste.
- Build momentum for waste prevention and reuse.
- Engage residents through outreach and education.
- Serve residents where they are (at home, at work, at school, at events and on-the-go).
- Promote drop-offs for hazardous waste and additional recyclables.
- Divert construction and demolition waste from trash.
- Recover resources from trash.
- Achieve more through collaboration.
- Lead by example in county operations.

# Focus on organics

Diverting organic materials, which include food, food-soiled paper and compostable products, is the biggest opportunity to reduce our trash. Waste sort studies continue to show that organic materials are the largest proportion of our trash – making up about 25 percent of the trash stream. Diverting organics from the trash involves many different strategies: food waste prevention, food rescue for hunger relief, food to animals, composting, rendering, and anaerobic digestion.

There is a lot of work to be done on preventing food waste in the first place. Each year, 40 percent of food in the United States goes to waste, which means wasted water, energy, fertilizers, cropland and production costs. Raising awareness about the problem of food waste and implementing strategies in both the residential and commercial sectors is needed to address this social and environmental issue.

Recycling organics puts our trash to better use by turning it into valuable compost, which has many benefits. Organic materials decomposing in landfills generate methane, a potent greenhouse gas. Diverting organics to composting helps to reduce landfill methane emissions. Using compost also increases carbon storage in soil and improves plant growth, further increasing carbon sequestration. Soils are the largest source of carbon storage in the world, but soil erosion has decreased those benefits. Additionally, Minnesota's composting industry supports about 700 jobs and produces \$148 million in gross economic activity per year. The composting industry supports four to eight times more jobs on a per ton basis than landfilling operations.

There are many opportunities to increase organics recycling, which would make significant progress toward our recycling goals and maximize the benefits of composting. However, ambitious strategies, such as organics recycling requirements, are needed to push the system forward and make organics recycling more widely available.



## Require residential organics recycling

It has been 15 years since Hennepin County conducted the first residential organics recycling pilot, and progress has been slow. Only 11 percent of households in Hennepin County have organics recycling service.

There are now nine cities in Hennepin County where organics recycling service is available citywide (highlighted in blue on the corresponding map), and several other cities have limited availability through one hauler in an open system. Experience from these programs shows that the best results are achieved when organics recycling is available citywide, the service is structured so that everyone pays by bundling organics service with recycling or trash, and implementation is supported by a comprehensive communications and outreach plan. Cities that have implemented such programs include Minneapolis and St. Louis Park, where participation is more than 40 percent and approaching 30 percent respectively.

The 2004 master plan focused on conducting pilots and offering technical assistance, and the 2012 master plan focused on providing incentives and financial assistance. These approaches have had limited success, and many residents still do not have the opportunity to participate in organics recycling.

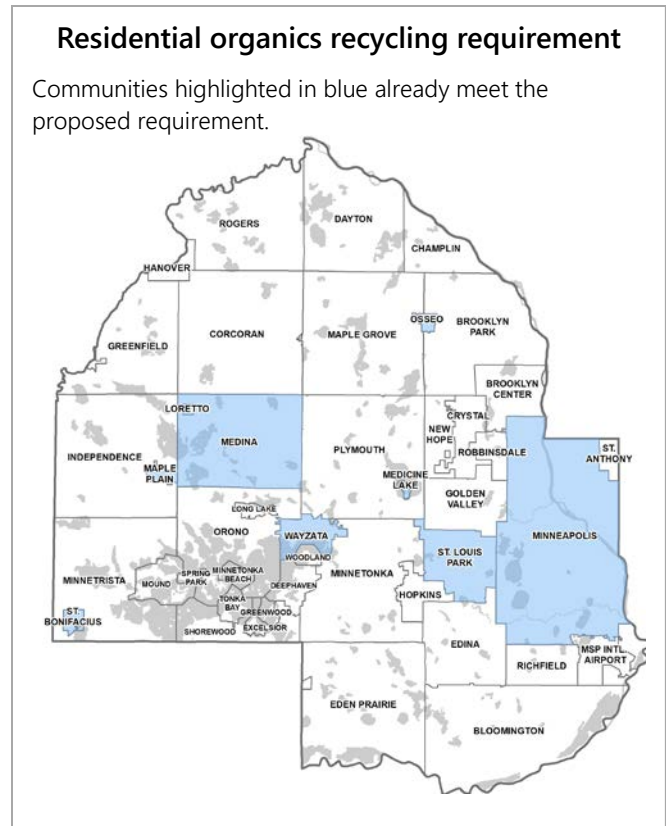
All of the stakeholders involved are hesitant to move forward with organics recycling. For cities, organics recycling is not a priority and they are uncertain how to implement it. Haulers say they need more demand. City recycling coordinators say it is difficult to create demand for a service that isn't available. Processors are reluctant to expand capacity without the promise of more organics.

Because of this, many cities do not have organics recycling service available, and participation in organics recycling in open cities is very low. However, residents are interested in organics recycling. In the residential survey for the master plan, residents said they consider organics recycling to be important, and 62 percent said they would be very likely to participate.

This master plan proposes organics recycling requirements for cities, which would send a signal to the market and establish a framework for action. This worked in Minneapolis after the county in 2014 required the city to implement an organics recycling program. The program has been a success with about 43 percent of customers participating. This is a higher participation rate than any other city. Without the motivation of a requirement, there has been no indication that other cities plan to move forward. A requirement would provide the impetus for cities to explore their options and come up with creative solutions.

## Strategies

- Revise Ordinance 13 in 2018 to require cities to provide residents the opportunity to recycle organics by 2022.
- Increase awareness about organics recycling and the benefits of participating and assist cities in setting up their programs leading up to the requirement.
  - Provide \$100,000 of funding for city organics recycling drop-offs annually through 2021.
  - Assist three to five cities to finance and implement organics recycling pilots to address barriers, test alternate collection methods, and evaluate different aspects of an organics recycling program.
  - Facilitate conversations with haulers to discuss collection options, pricing, and sharing benefits with residents such as cost savings for using a smaller trash cart and receiving finished compost.



- Provide sample contract language for organics recycling.
- Continue to provide customized educational materials.
- Explore options to provide communities with compost for community gardens, city parks, or other projects.
- Evaluate the feasibility of working with compost facilities to offer bagged compost made from recycled organics.

### **Require organics recycling for certain businesses**

During the past 12 years, the county has initiated multiple incentives to make recycling and organics recycling more attractive and financially feasible for businesses. These incentives include free technical assistance, lower tipping fees for organics, exemption from county solid waste fees, grants for containers and equipment, and free container labels and signs. In spite of this broad range of incentives, growth of organics recycling in the commercial sector has been slow.

Hennepin County’s business recycling grants program has been successful at helping some businesses start organics recycling programs, but it has reached only a small fraction of businesses in the county. In focus groups, businesses who have started organics recycling say it’s important to have an individual who is passionate about the topic to lead the effort and a financial scenario that makes sense. Other businesses said they have considered starting organics recycling but haven’t been able to make it a priority or found that it was too expensive. Businesses say that finding space for outdoor containers, conducting ongoing training with staff, and finding time to focus on an issue that isn’t considered urgent are all barriers to starting organics recycling.



No other reasonable incentives have been identified by staff, businesses, or the trade groups representing these businesses to significantly expand organics recycling in the commercial sector. Furthermore, the focus groups showed that most businesses are unlikely to implement organics collection without a requirement, and an organics recycling requirement was not unexpected.

Based on more than a decade of experience, staff recommend initiating an organics recycling requirement, in combination with existing incentives in order to make significant progress toward achieving the county’s organics recycling goals.

## Strategies

- Revise Ordinance 13 in 2018 to require businesses that generate large quantities of food waste to implement organics recycling by 2020. The approach to the proposed requirement includes:

1. The requirement would apply to businesses in the following sectors that generate one ton (eight cubic yards) of trash or more per week:

Restaurants	Sports venues and event centers
Grocery stores	Caterers and food trucks
Food wholesalers/distributors	Nursing/residential care facilities
Food manufacturers	Offices with dining services
Hotels	Farmers markets and food shelves
Hospitals	

This proposed approach to determine which businesses are subject to the requirements is recommended because it targets facilities likely to generate large quantities of organics first, manages processing capacity to avoid overwhelming the existing processors, and encourages the development of additional capacity by starting with large generators and phasing in smaller ones after costs hopefully decrease.

2. To be in compliance with the requirements, these businesses would need to:
  - Have organics recycling service.
  - Have collection containers in their back-of-house areas for food waste (front-of-house would be optional).
  - Meet a standard to ensure organics recycling service is being used effectively. (This standard has yet to be determined by the county)

Enforcement of the requirement will focus on targeted assistance and compliance that creates a level playing field.

During implementation, the county will facilitate cooperation with haulers and help businesses address barriers such as space constraints, training challenges, and cost effectiveness.

The county will communicate the requirements as part of a broader organics recycling effort that makes the case by promoting the environmental, financial, and social benefits.

- Before the requirement takes effect, the county will:

Target business recycling grants toward large food waste generators.

Further develop the requirement, including refining the approach to determining compliance based on feedback from stakeholders.



## Develop infrastructure

To support the expansion of organics recycling in a cost-effective way, additional capacity is needed to receive, transfer and process organics close to where the organic materials are generated and collected.

Currently, compost sites are located on the outskirts of the metro area – not close to where the majority of organic materials are generated. Transporting organics directly to compost sites takes more time and money for haulers, which translates into higher costs for their customers. The organics area at the county's transfer station in Brooklyn Park is operating at full capacity. Additionally, the county has been challenged to find facilities to process organics since a composting facility that regularly received half of the county's organics closed in 2016.



In order to keep pace with the anticipated increase in organics recycling, the county will expand capacity at its transfer station and evaluate available short-term and long-term processing options.

Additionally, as in other areas of recycling, organics recycling presents several opportunities for the public sector to lead by example. Using finished compost in county operations is an untapped opportunity that the county intends to pursue to demonstrate the benefits of compost and support the development of end markets.

### Strategies

- Consider expansion of the county's transfer station in Brooklyn Park to build an area dedicated to managing organics. Evaluate the use of pre-processing equipment as a part of the expansion at the Brooklyn Park Transfer Station that could remove contaminants from incoming organics, further increasing the amount of organic materials that can be managed.
- Explore options for working with private transfer stations to accept organics in order to add transfer capacity where none currently exists.
- Continue to work with local composters and the MPCA to increase composting capacity in the region by reopening the closed composting facility or adding capacity at other facilities.
- Create a plan for developing processing capacity, such as anaerobic digestion or other technologies that are capable of managing large quantities of organic materials and creating renewable, bio-based energy and green chemicals.
- Release a request for qualifications and proposals in 2018 for an anaerobic digestion project to be operational no later than the end of 2022.

## Reduce food waste

As much as 40 percent of food produced for human consumption goes uneaten in the United States for many reasons. Of that wasted food, 43 percent is generated by consumers and 40 percent is generated by restaurants, grocery stores and foodservice businesses. So both residents and businesses play a significant role in preventing and reducing food waste in our communities.

Most consumers don't think they contribute to the food waste problem, believing they waste less food than the average person. The reasons people waste food is related to good intentions – they want to eat healthy, be a generous host, be good caretakers, and be adventurous eaters. There is also confusion over food labeling and when food is still okay to eat.

The commercial sector also faces many challenges in reducing food waste. Businesses need to realize that food waste is an issue, understand the safety and legal guidelines for food donation, know how to connect with hunger-relief agencies that can use excess food, and find a program that is convenient for them. Securing timely transportation is critical to getting food that is still good to eat from the generators of the excess food to hunger relief agencies that need the edible food. And an abundance of seasonal produce results in more food than food shelves and meal providers can use – an issue that can be addressed through further processing that allows produce to be stored and distributed during seasons when the availability of fresh produce is low.

Schools are another specific area where more could be done to reduce food waste. About 50 percent of waste from schools is organic materials, and there is a potential to capture uneaten food among those organics. Some schools are leading the way with successful examples of repurposing food through sharing tables and food donation.



## Strategies

### Commercial

- Develop a demonstration pilot with three to four businesses to test the use of technology-based solutions for food-related businesses to improve supply management by inventorying products, identifying waste issues, and pursuing reduction strategies.
- Partner with food shelves and community kitchens to match their needs with food that can be recovered from grocery stores, hotels, event centers, hospitals and nursing homes and transported to these hunger-relief agencies.
  - Evaluate and facilitate the development of app-based solutions to increase the amount of edible prepared food that is recovered.
  - Evaluate the feasibility of using Master Recycler/Composter volunteers and nonprofit job training programs to overcome the barrier of transporting food to hunger-relief agencies.
- Partner with the University of Minnesota's Institute on the Environment to evaluate options and determine the need for capturing and processing excess produce from farmers, retail and wholesale sources into food products that can be stored by hunger-relief organizations and later distributed to member agencies and clients.
- Encourage more food donation by finalizing safe handling guidelines that reduce the barriers to participation.
- Continue to use business recycling grants to incentivize food waste reduction and the environmental partners program to recognize business that donate food.

### Schools

- Gather information from schools to document current practices on donating to food shelves or meal programs and create a food recovery best practices guide.
- Connect schools with resources to help them repurpose food in their own meals, donate food to hunger-relief organizations, and create sharing tables in their cafeteria where students can share extra food with their peers.

### Residents

- Increase support of the national "Save the Food" campaign to raise awareness about the problem of food waste.
- Provide additional educational materials like flyers, education kits and activity guides and support the outreach efforts of our educational partners.

# Build momentum for waste prevention and reuse

The county considers waste prevention to be any action taken to not produce waste of any kind – including generating recyclables and compost. But the survey results show that residents define waste prevention differently than the county, with residents considering composting and recycling to be key waste prevention actions. They also struggle to identify new waste prevention action to take.

When asked to name one action they currently take to prevent waste in the residential survey for the master plan, 21 percent of residents said they compost or participate in organics recycling and another 11 percent cited a recycling action. And when asked to name a waste prevention action that they want to be doing, 12 percent fewer residents even answered the question. Of those who answered, only 45 percent of the actions identified were a true waste prevention action, and many of those responses were people who want to do an action more consistently, such as remembering to bring reusable bags to the store all the time.

Residents reported many similarities among their current and aspirational actions. The most popular actions include using reusable bags, looking for the least amount of packaging, and avoiding disposable or single-serve items. Many residents noted that these items were difficult to recycle or not recyclable at all. These items also took up noticeable space in their trash or to store for reuse.



Surprisingly, actions to reduce paper use and donating household items were low despite the increase in opportunities to take these actions. Additionally, actions that the county has promoted widely – including buying used and fixing broken items – were not frequently mentioned.

Businesses are also still not familiar with waste reduction to a large degree, and very few businesses recycling grantees have used their grant funds toward any waste prevention efforts.

But there is high interest among residents in learning more about what they can do to reduce their trash. Articles on the county’s Choose to Reuse website that take a deep dive into waste prevention actions have successfully spurred lively conversations about these topics, and the county’s Zero Waste Challenge has received about 100 applications in each recruitment round from households wanting to learn what more they can do to reduce waste.



## Support reuse retailers and community efforts

The reuse industry is made up of mostly independent retailers, franchisee retailers, and nonprofit organizations. Many in the industry do not have the resources to advertise their business, and therefore residents might not be aware of these options.

There has also been a recent growth in community-based and grassroots reuse efforts. One example is the sharing economy in which individuals borrow or rent goods owned by someone else.

The county encourages residents to support local reuse, rental, and repair retailers and highlights community reuse efforts through the Choose to Reuse program, which includes the Choose to Reuse website and annual coupon book. In an effort to reduce paper waste, the county began offering electronic coupons through the free Chinook Book app in 2013. Since then, the number of coupon books printed has decreased by 65 percent.

Another opportunity to support reuse is working with both traditional and reuse retailers to find outlets for materials that traditional retailers cannot sell. Traditional retailers commonly have items that don't sell, are incomplete or are missing parts, and most of these items end up being disposed of in our waste stream. This presents an opportunity to work with retailers and help connect them with the reuse industry so that these items may be reused or repurposed.



## Strategies

- Promote the newly revamped Choose to Reuse website, which provides residents a searchable listing of local reuse retailers, articles on reuse topics, and local reuse events.
- Evaluate the Choose to Reuse coupon campaign and explore new ideas to encourage residents to shop at local reuse retailers.
- Monitor organizations involved in the sharing economy and identify opportunities to develop partnerships and offer support.
- Work with retailers to divert unsellable items by researching donations options and connecting retailers with nonprofit organizations who can sell or give items away to people who can use them.

## Rethink consumption habits and promote repair

Every product manufactured impacts the planet through the resources required to produce it and the pollution generated throughout its lifecycle. When we must buy a product, the environmental impacts can be reduced by purchasing durable and made-to-last products, looking for products with recycled content, choosing to reuse products instead of buying new, and selecting products with minimal packaging. More education and awareness is needed to encourage consumption habits that focus on waste prevention.

Additionally, learning to repair and maintain can extend the life of the goods we own. Many household items are thrown away when they break or need mending because people lack the skills and confidence to repair their belongings. Fix-It Clinics provide residents the opportunity to get free, guided assistance from volunteers with repair skills on disassembling, troubleshooting and fixing their broken household items, including appliances, clothing, electronics, mobile devices and more. Fix-It Clinics teach valuable repair skills, build community connections and reduce the number of repairable objects thrown in the trash. Since 2013, nearly 80 percent of items brought into the Fix-It Clinics have been repaired, and the clinics continue to draw about 50 participants each month.

## Strategies

- Continue to hold monthly Fix-It Clinics for residents to learn how to fix their broken household items.
- Promote the most popular, aspirational and impactful actions identified by residents, including using reusable bags, looking for the least amount of packaging, and avoiding disposable or single-serve items.
- Conduct research on consumption habits and waste prevention actions to inform the development of an education-based campaign focused on better consumption habits.

## **Encourage reuse during move out**

When people move, they often make quick decisions about the goods they own, which can result in a lot of waste of reusable items. Making reuse a more convenient option can cut down on the waste created from moving. The county has been increasing reuse and donation opportunities by connecting multifamily properties with local reuse retailers. The properties set up a reuse collection point on-site, and the reuse partner picks up the materials to resell at their retail locations.

### **Strategies**

- Continue and expand efforts to divert household goods and clothing for reuse and recycling from multifamily properties.
- Explore new options for keeping furniture and household goods out of the trash.

## **Find recycling options for items that cannot be reused**

Despite their best efforts to resell, donate or otherwise reuse materials, reuse retailers and residents have materials that are not in good enough shape to be used again. A prime example is clothing and textiles. The county gets many calls from residents wanting to recycle their torn textiles. And although reuse retailers recycle unusable textiles, they don't want to advertise it because they prefer to receive high-quality goods and worry they will be inundated if they tell residents they will take it. To provide residents an option to recycle their clothing, shoes, bedding, curtains, tablecloths and toys that can't be reused or donated due to tears, stains and other damage, Hennepin County drop-off facilities now accept these items for recycling.

### **Strategies**

- Continue to accept unusable textiles at the county's drop-off facilities for reuse or recycling into rags and other items.
- Explore recycling options for materials that cannot be repaired or reused.

# Engage residents through outreach and education

The ability of the county to reach its solid waste management goals will be determined by the everyday choices and behaviors of the county's 1.2 million residents and thousands of businesses. When people choose to use less, recycle more and properly dispose of waste, their actions will be reflected in the county's waste management data and results.

The county promotes environmental stewardship by raising awareness about changes in recycling programs, promoting new opportunities, and generating excitement about recycling and waste prevention. The county also partners with community organizations to motivate behavior change, trains motivated residents to become champions in their communities, and works one-on-one with households to make lasting changes.



## Communications and outreach

The county uses a combination of mass communications and one-on-one outreach approaches to provide information and help residents take action.

### Strategies

- Develop high quality messages and materials supported by comprehensive communications and outreach plans, and deliver messages using mass communication channels, social media and direct outreach methods.
- Maintain and promote the Green Disposal Guide, an online guide to help residents find the best way to recycle, reuse or dispose of household items.
- Provide information about recycling and waste prevention programs, services and actions at events and through presentations.
- Provide tours of the Hennepin County Drop-off Facility in Brooklyn Park and the Hennepin Energy Recovery Center to a variety of groups.
- Develop and support youth environmental education programs that foster a connection to the natural world, promote understanding of our interactions with and impact on the environment, and motivate lifelong environmental stewardship.

## **Raise awareness for organics recycling**

Many of the people who provided feedback on the master plan expressed interest in seeing a broad effort to raise awareness about organics recycling. Individuals seem more willing to participate in organics recycling if they see it being implemented across all sectors, including residential, commercial and schools. There is also interest in better understanding the benefits of organics recycling and the value of the compost that food scraps are turned into. People say they participate in organics recycling to help the environment, be less wasteful, send less to landfills, and create healthy soils.

### **Strategies**

- Develop a campaign to raise awareness about the benefits of organics recycling, help address barriers, and motivate participation.
- Promote the campaign through advertising, media outreach, and community events.
- Weave messages into existing promotional materials to ensure consistency among sectors.
- Provide materials to cities and other partners to support and enhance their work.

## **Engage the community and conduct socially inclusive outreach**

Effective community engagement is critical to the success of the county's efforts to increase recycling and waste prevention. Good community engagement focuses on the touchpoints, relationships and strategies that will lead to community trust and reduced disparities. Establishing sustainable relationships and conducting stakeholder analysis through a systematic and strategic approach will enable staff to better problem solve, consult the community, and collaboratively create better solutions.

A cross-department team formed in 2017 to advance Environment and Energy's strategy to reach lower income communities, communities of color, new immigrant communities and American Indians and to mobilize and integrate behavior change around environmental issues.

### **Strategies**

- Develop and implement a five year plan to enhance relationships and engagement, enrich knowledge gathering, and embrace change in department operations to better serve residents, including those from lower income communities, communities of color, new immigrant communities and American Indians.
- Ensure equitable access to services by translating literature into multiple languages, offering interpreter services to non-English speakers, and training staff to know how to access these resources, understand bias in communication and increase cultural competencies.
- Work with community members and organizations to understand and respond to their needs, interests, barriers and concerns in order to develop customized outreach and authentic communications.

## Work with community groups to engage communities and motivate action

Through the Green Partners environmental education program, the county provides funding, activity supplies, field trip transportation and project support to organizations that empower residents to reduce waste and increase recycling. Since 2012, 122 grants totaling more than \$1.3 million have been awarded.

The county recently started Green Partners Grow, a new pilot group that focuses on increasing participation in residential organics recycling programs through peer-to-peer outreach. Participating organizations receive training, funding and environmental education resources to conduct a project in their communities.



### Strategies

- Conduct evaluation of the Green Partners grant program to reassess goals, analyze outcomes, check alignment with community needs, and develop future recommendations for environmental education grants.
- Train and support groups in the Green Partners Grow program to implement their projects and evaluate successes in order to inform organics recycling outreach.

## Train Master Recycler/Composter volunteers

Master Recycler/Composter volunteers are trained on waste prevention, recycling and composting and then educate their peers and community through volunteer activities and waste diversion projects. More than 500 residents have been trained through the program since its launch in 2011, contributing more than 6,000 volunteer hours.

In addition to the twice-per-year training for residents, the county has partnered with various organizations to offer a modified version of the training to their employees.

### Strategies

- Continue to offer two Master Recycler/Composter trainings a year.
- Continue to implement modified versions of the training to the commercial sector.
- Continue to work with organizations to connect Master Recycler/Composters to volunteer payback opportunities.



## Mentor households through the Zero Waste Challenge

Recently 35 households – a total of 133 adults and children – completed the county’s first Zero Waste Challenge pilot that started in September 2016. The county developed the challenge to help people figure out what waste-reduction actions to take and how to fit them into their lives.

Overall, participating households decreased the amount of waste they produced by 20 percent. On average, households recycled or composted 62 percent of their waste, significantly more than the countywide diversion rate of 45 percent. About half of the households started composting their organic waste due to the challenge. The households are also helping to spread the word about recycling and waste prevention actions – most of the household said they shared their Zero Waste Challenge story with their family and friends.



### Strategies

- Offer the challenge annually, targeting 30 to 50 households for participation.
- Continue to assist participating households in measuring and tracking their waste and progress towards their zero waste goals.
- Use education tools developed for the challenge and insights gained from participants to inform the development of an education-based campaign to encourage waste prevention and better consumption habits.

## Serve residents where they are

For recycling to be most effective, people have expressed the importance of it being convenient and consistent no matter where they are. Residents have emphasized their desire for more education about recycling with clear messages about what is accepted. Businesses are working to provide recycling signage, consistent recycling stations and access to recycling bins. Representatives from community groups have said they appreciate the efforts to make recycling programs and labeling consistent across businesses and want to see those efforts continue to expand. Residents have noted the importance of recycling in schools to teach kids, suggesting they will bring their learning home and continue the practice throughout their lives. Others want to see better recycling options at events. The county is committed to convenient and consistent recycling everywhere people go – at home, at work, at school and on-the-go.



### At home

Recycling, organics, and trash service depends on where you live. Cities provide recycling service to most houses and smaller multifamily buildings (those with two to eight units). This service is commonly referred to as single-family curbside recycling. On the other hand, larger, multi-unit residential buildings have waste services provided by the property owner or manager.

### Single-family

The county supports city recycling and organics recycling programs by providing financial incentives, education and outreach support, and technical assistance. The county continues to pass through 100 percent of the state's SCORE funding to cities. In 2016, the county awarded \$3.6 million for recycling and organics recycling programs. To receive a grant, cities are required to meet the terms of the county's residential recycling funding policy.

In addition, the county supports education and outreach efforts in all cities by providing educational resources such as recycling guides, newsletter articles, social media posts and additional materials on a variety of topics. The county also works with cities to implement best practices and explore more effective program set up options, such as using standard contract language, ensuring residents can upgrade to a large recycling cart, and offering weekly recycling pickup.

### **Strategies**

- Continue to provide SCORE funds for recycling and organics recycling programs as well as education and outreach support and technical assistance.
- Provide support for organics recycling by helping cities conduct pilot programs and identify the best practices for program set up.
- Continue to coordinate the standardization of recycling guides and messages by using consistent terminology and images.
- Work with interested cities to collect recyclables and trash on the same day or to develop pilot programs with bi-weekly trash collection and weekly recycling and organics recycling collection.
- Encourage cities to explore weekly recycling pickup when recycling contracts expire.
- Continue to encourage backyard composting by partnering with Sentencing to Serve to offer high-quality compost bins at a reasonable price.

### **Multifamily**

The county's multifamily efforts over the past five years have focused on providing technical assistance and educational resources to property managers and residents. Through these efforts, more than 11,000 units at about 50 to 100 properties are reached each year.

Despite these efforts, challenges with multifamily recycling persists. Hennepin County conducted a study of multifamily waste in 2017 and found that diversion is low at multifamily properties, contamination of recyclables is high, and service levels are inadequate for capturing the amount of recoverable material generated. The county's strategies will continue to focus on educating residents and property managers, right-sizing service levels, and expanding collection options to increase diversion at multifamily properties.

### **Strategies**

- Continue to provide technical assistance and educational materials.
- Expand efforts to divert household goods and textiles for reuse and recycling.
- Provide resources and technical assistance for organics diversion.
- Pilot and study new outreach strategies at properties with high populations of immigrants.
- Work with cities to ensure that multifamily units have recycling services.
- Continue to coordinate efforts regionally to ensure standardization of messaging and shared resources.
- Continue to fund multifamily waste diversion projects through the business recycling grant program.

## At work

The county has provided \$1.5 million in grants since 2013 as well as technical assistance, signage and education materials to businesses and nonprofit organizations as an incentive to implement and improve recycling and organics recycling efforts. Businesses who have received grants have successfully increased the amount of materials they divert from the trash.

The county also began recognizing businesses and organizations for their efforts to recycle and divert organic waste from the trash through the Environmental Partners program in 2014. County staff provide onsite assistance to potential partners to ensure they are using best management practices for their recycling and organics recycling programs. Businesses that have earned recognition receive decals and other outreach materials and are listed in an online directory on the county website. The program helps businesses communicate to their customers that they care about the environment, and the online directory provides residents a way to find and support businesses that are taking action to protect the environment.



## Strategies

- Continue offering \$750,000 per year in business recycling grants.
- Help address barriers to recycling and organics collection, such as space, training and cost.
- Continue to develop partnerships and build relationships with businesses and organizations to promote the availability and use of resources and incentives, and continue to work with entities that can help coordinate with multiple small businesses, such as the Lake Street Council, Building Owners and Managers Association, the Downtown Improvement District, chambers, and associations.
- Pilot a business-to-business mentorship program in partnership with the Environmental Initiative in 2018 and seek future non-governmental partners to implement an ongoing mentorship program to facilitate information sharing among peers and business leaders on waste reduction and recycling.

## **At school**

School recycling and organics recycling programs are critical to helping the county achieve waste abatement goals and educate future generations about the importance of reducing waste, recycling and overall environmental stewardship. The county has provided technical assistance and \$1.7 million in grants to schools for recycling and organics recycling since 2002. More than 160 of the 350 schools in the county collect organics for composting. School staff and students are educated on waste reduction and recycling through presentations, free recycling signage, and bi-monthly school recycling meetings.

### **Strategies**

- Continue to provide technical assistance and presentations to staff and students.
- Support food waste reduction by providing a best practices guide and connecting schools with resources.
- Evaluate future needs for grants and financial assistance.

## **At events and on-the-go**

To help make recycling more widely available, the county supports recycling at events and other public locations. The county provides assistance to cities and parks to improve recycling programs in public spaces such as parks, recreation centers and business districts. The county partners with the Minneapolis Parks and Recreation Board to provide a container loan program for recycling and organics collection that 80 to 100 events with a total attendance of more than 100,000 people use each year. The county has supported the implementation of organics diversion at the Minneapolis-St. Paul International Airport, Target Field, TCF Bank Stadium, the Minneapolis Convention Center, and U.S. Bank Stadium.

### **Strategies**

- Continue the container loan program for events.
- Continue to partner with cities and parks to expand recycling collection opportunities in public spaces.
- Target large, visible venues to increase diversion, incorporate best management practices for recycling and waste collection and increase consistency of materials accepted, messaging, terminology and signage.
- Continue to assist event organizers with the planning and implementation of low-waste events.



# Promote drop-offs for hazardous waste and additional recyclables

Many items that aren't accepted in residential recycling programs can still be recycled through drop-offs. This includes plastic bags and film, clothing and textiles, electronics, mattresses and scrap metal. There are also items that contain hazardous materials that must be kept out of the trash because they can harm our health or the environment if not disposed of safely. This includes automotive items, household cleaning products, paints and pesticides.

To encourage more recycling and proper disposal, Hennepin County provides disposal options for household hazardous waste and additional recyclables at drop-off facilities and collection events and containers throughout the county. The county also promotes additional disposal and recycling opportunities provided by cities and retailers.



## **Provide disposal options for hazardous waste, problem materials and additional recyclables**

The county operates two permanent drop-off facilities in Bloomington and Brooklyn Park where residents can get rid of electronics, appliances, household hazardous wastes, mattresses, scrap metal and more. To provide more convenient local disposal options, the county also holds collection events at various sites throughout the county and provides containers to collect household batteries for recycling in libraries and community centers.

To provide recycling and disposal options for more materials, the county has started programs to collect medicines, sharps and textiles in recent years. Medicine drop boxes are available at law enforcement agencies throughout the county, and collection events are held at senior living facilities quarterly to provide a more convenient disposal option for that population. Sharps, which are not accepted in the medicine drop boxes and are challenging for residents to dispose of, are now accepted

at the county's drop-off facilities. The county also recently started accepting textiles for recycling at the drop-off facilities in response to the feedback from residents who want to recycle their torn textiles and hesitancy of reuse retailers to advertise that they'll accept unusable textiles for fear of being inundated. Residents can now drop off their clothing, shoes, bedding, curtains, tablecloths and toys that can't be reused or donated due to tears, stains and other damage for recycling.

To facilitate reuse of materials that are brought to the drop off facilities but are still usable, the county operates free product centers at the two drop-off facilities. Materials like paints, cleaners, automotive products and more are available to the public free of charge.

### **Strategies**

- Continue to operate the county's drop-off facilities and hold six to eight household hazardous waste collection events each year.
- Continue to collect sharps, textiles, mattresses, scrap metal, plastic bags and other hard-to-dispose of items and recyclable materials not accepted in residential recycling programs.
- Explore the feasibility of new partnerships and the use of the Brooklyn Park Transfer Station to facilitate increased recycling of plastic film, unusable textiles, and other hard-to-recycle materials.
- Work with local law enforcement agencies to provide additional medicine drop boxes throughout the county and continue to offer quarterly medicine collect events at senior living facilities.
- Continue to offer household hazardous waste disposal assistance to city and county cleanouts of tax-forfeited homes.
- Promote the county's existing battery collection containers at libraries and community centers.

## **Promote disposal and recycling options provided by cities and businesses**

In addition to the disposal services provided by the county, many cities and businesses provide recycling and disposal options for materials that are not accepted in residential recycling programs.

Most cities host a special drop-off event or pick-up service that accept hard-to-get-rid-of items. Although acceptable items and fees vary by city, items commonly accepted at city cleanup events include appliances, batteries, carpet, construction materials, furniture, mattresses, scrap metal, and tires.

There are also many retailers that accept items like plastic bags and film, paint, batteries and fluorescent light bulbs from residents for recycling. And some businesses provide recycling options for appliances, electronics and scrap metal. Depending on their locations, these may be the most convenient option for residents.

### **Strategies**

- Compile a listing and promote city drop-off days and special pick-up services.
- Promote opportunities to drop off items such as plastic bags and film, batteries, compact fluorescent bulbs, and paint at retailers.
- Provide information on the best disposal options for household items and businesses that accept those materials through the Green Disposal Guide.

# Divert construction and demolition waste

Only 30 percent of the construction and demolition (C&D) waste generated in the region is diverted for recycling, but there are opportunities to do more. C&D processors can divert 60 to 75 percent of the waste for recycling, biofuel or landfill cover, while deconstruction can divert up to 90 percent of the material. A 2015 Hennepin County study found that there is adequate capacity in the region to greatly increase the amount of C&D waste diverted for recycling and reuse.



## Strategies

- Develop C&D waste diversion practices and bid language for county facilities, operations and county-funded development projects that favors deconstruction over demolition when removing a building is necessary.
- Actively engage stakeholders, including cities, construction and demolition companies, waste haulers and property developers, to identify actions that could increase C&D waste diversion.
- Investigate opportunities to provide assistance to demolition contractors to assure proper disposal of hazardous materials and increase diversion of C&D material during the removal of buildings in the county.
- Collaborate with cities to increase deconstruction and diversion of C&D material through incentives and policies.
- Create educational materials targeting builders and residents on building material reuse and recycling.
- Continue to allow and encourage the use of tear-off shingle scrap in county paving projects when practicable and cost effective to increase diversion of this material.

## Recover resources from trash

The county continues to take action to divert more from the trash through waste reduction, reuse, recycling, and organics recycling. Nonetheless, in 2016 residents and businesses put 720,000 tons of material in the trash, which amounts to 1,200 pounds per person. There are two options for managing waste that remains after residents and businesses recycle: burning it to generate energy or burying it in a landfill.

Processing waste to generate energy is environmentally preferable to landfilling and provides the opportunity to recover metal for recycling. The county's waste-to-energy facility, the Hennepin Energy Recovery Center (HERC), produces enough electricity to power 25,000 homes and provides steam to the downtown Minneapolis district energy system and Target Field. Additionally, more than 11,000 tons of scrap metal is recovered from the trash at HERC and



recycled each year, which is more than double the amount of metal collected in curbside recycling programs in the county. Furthermore, processing waste at HERC generates about \$8 million in electrical revenue each year that is used to fund the county's waste prevention, recycling, and organics recycling programs as well as environmental education, water and natural resources protection programs.

Hennepin County maintains the highest performance standards at HERC. For example, the county further reduced the relatively low NO<sub>x</sub> emissions from HERC in 2016 by proactively installing new pollution control equipment that reduced emissions of NO<sub>x</sub> by about 25 percent. Although HERC's emissions account for only about one percent of NO<sub>x</sub> emissions countywide, the county recognizes that every reduction of NO<sub>x</sub> contributes to protecting human and environmental health.

In operating HERC, the county strives to be a good neighbor, taking steps to control odors and dust and pick up litter. The county is an active member in the MPCA's Minneapolis Air Pilot Project, which includes 12 facilities with air permits in communities identified for environmental justice concerns. This group works to identify ways to reduce air emissions, better understand air quality in Minneapolis, and improve engagement with communities.

The county reduces the landfilling of waste by using the existing permitted capacity at HERC and sending waste to Great River Energy (GRE). The county will further reduce the landfilling of waste and



meet state goals through waste prevention and increases in recycling and organics recycling. As of 2014, the county is not seeking additional permit capacity at HERC (board resolution 14-0058R2).

### **Strategies**

- Meet state law by recovering energy from the waste managed in the county system by operating HERC at its permitted capacity of 365,000 tons per year and delivering excess waste from the county system to waste processing facilities.
- Operate HERC safely and efficiently to ensure air emissions are well below permitted limits, and monitor advancements in pollution control technology to assess feasibility of additional voluntary reductions in air pollution.
- Manage HERC in a fiscally responsible way that includes adequate maintenance to protect the county's investment and maximize energy revenues to fund environmental programs.
- Improve transparency about HERC's operations by posting environmental performance data online and offering tours.
- Increase and enhance engagement with communities by building relationships, seeking to understand values, identifying and addressing concerns, and finding common interests of areas to work together.
- Give presentations and tours to help residents visualize how much trash is generated, understand HERC's role in an integrated waste management system, and encourage actions to prevent waste.

# Achieve more through collaboration

The metro solid waste management system is governed by multiple entities, public and private, and collaboration is needed to implement comprehensive and effective strategies. The state, counties, cities, waste management industry, businesses, nonprofits, communities, and residents all have specific roles and responsibilities for improving solid waste management.

The county is committed to waste prevention and recycling. The success of our efforts relies in part on individuals, businesses, and partners taking action to support and improve recycling. In particular, the county works on product stewardship initiatives to ensure everyone involved in a product's lifecycle takes responsibility for reducing its impacts and relies on the state to implement policies and practices that support the solid waste management system. The county is committed to working with the state to meet environmental justice goals to ensure the fair treatment and meaningful involvement of all people.



## Pursue product stewardship initiatives

Product stewardship means that all parties involved in designing, manufacturing, selling, and using a product take responsibility for the environmental impacts of that product, and take steps to reduce the impacts. Many household hazardous wastes and problem materials accepted in county programs are banned from municipal solid waste. The county has identified foam insulation tanks, one-pound propane tanks, and fire extinguishers as some of the most toxic, costly, and hazardous materials collected through county program. The continue diversion programs for hard-to-recycle materials like mattresses and unusable textiles. The system established by the county is important to maintain. The county drop-off facilities and collection events offer a convenient one-stop for residents to get rid of priority wastes.

Hennepin County has been involved in the Minnesota Product Stewardship Council as well as a state-wide committee in partnership with other waste organizations and the MPCA. The focus of these groups is to bring together counties across Minnesota to come to a consensus on what products are of the most concern for them. The county sees the importance of collaborating with non-profits, other counties, and waste management organizations to develop product stewardship efforts.

## Strategies

- Share the county's experience, expertise, and needs on product stewardship by sitting on the board of the Minnesota Product Stewardship Council to support the promotion of product stewardship efforts.
- Participate in a statewide committee hosted by the MPCA to establish a statewide effort to evaluate and establish the framework of product stewardship policy in Minnesota.
- Investigate options, product stewardship efforts in other states and countries, and solutions for toxic, hazardous, and costly products such as foam insulation tanks, one-pound propane tanks, fire extinguishers and other materials that may arise.
- Enhance tracking and reporting on priority wastes for product stewardship initiatives and support future efforts as they develop.

## Coordinate with the state and region

The state, metro counties and cities all play a role in solid waste management. The goals outlined in the policy plan can only be achieved with support from each level of government.

### Minnesota Pollution Control Agency

The county's ability to meet the state's recycling goals depends on leadership by the state in the following areas:

- Enforce the Restriction on Disposal statute, § 473.848.
- Implement hauler reporting with a focus on commercial recycling.
- Actively participate in creating a solution to the lack of capacity for organics management.

The Minnesota Legislature established a solid waste management hierarchy and requirements for implementing alternatives to land disposal, including the processing of waste at resource recovery facilities. The Restriction on Disposal statute (Minn. Stat. § 473.848) prohibits the disposal of unprocessed trash unless the waste is certified as unprocessable in accordance with the criteria in the policy plan. More landfill diversion is possible if waste haulers using landfills delivered waste to resource recovery facilities.

The complexity of the solid waste system makes it difficult to measure how waste is managed. Some data is relatively reliable, such as the waste delivered to facilities. Other data is not as reliable, such as recycling in the commercial sector. The county estimates commercial recycling using a baseline derived from a study completed in the early 1990s. That baseline number was indexed to employment data from the Department of Employment and Economic Development (DEED). Each year commercial recycling tons are adjusted up or down based on employment in the county. In 2015, the legislature required haulers to directly report to the MPCA in order to get better data on commercial recycling. The hauler forms were completed in 2016, and in 2017 haulers will begin to report data from 2016 using the new forms.

Additional composting capacity is needed to handle the increased quantities of organics diverted from the waste stream. In August 2016, a composting site that regularly received half of the county's organics ceased operations. Since that time, the county has struggled to secure adequate composting capacity for the organics currently received at the county's transfer station. The county has talked to local composters about the need for increased processing capacity, but no definitive plans are moving forward at this time. The county has been in communication with the MPCA and other key stakeholders regarding the steps needed to re-open the facility that closed last year.

The policy plan outlines numerous strategies for reducing waste and increasing recycling and organics recovery. The MPCA has committed to leading several of those strategies, including recycling market development, organics market development, and emerging technology. The county will actively participate in the MPCA's development of those strategies and work to ensure successful implementation.

### **Metro coordination**

Although the metro counties do not have a formal regional waste management district in place, it is worthwhile to implement certain strategies at the regional level. These strategies include consistent regional messaging, reciprocal use for household hazardous waste facilities, and regional hauler licensing.

Starting in June 2016, representatives from haulers, cities, counties, and other regional organizations and associations, met to discuss how to improve recycling efficiency through coordinated messaging and community outreach. Recognizing the inconsistency of recycling messages, the Recycling Education Committee (REC) sought to better coordinate recycling communications and outreach. After a series of meetings, the group identified a set of materials that were universally agreed upon to always or never be acceptable for curbside recycling collection.

Each of the metropolitan counties has at least one year-round site for the collection of household hazardous waste. A reciprocal use agreement allows residents to use any of the household hazardous waste collection sites located in Anoka, Carver, Dakota, Hennepin, Ramsey, and Washington counties.

The regional hauler licensing program was established through a joint powers agreement. The program provides for the issuance of one base license by the county in which the hauler is based and an operating license by each county in which a hauler operates. The base license provisions, including insurance requirements, fees, hauler application form and license year, are consistent throughout the region.

### **Strategies**

- Implement standardized messaging regarding residential recycling.
- Standardize metro practices by offering reciprocal use for household hazardous waste and coordinating hauler licensing.

## Seek environmental justice

The MPCA has adopted an environmental justice policy and defines environmental justice (EJ) as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies. This will be achieved when everyone benefits from the same degree of environmental protection and has equal access to the decision-making processes that contribute to a healthy environment. The county is committed to reaching this goal and acting on the three principles of environmental justice: full and fair participation, equal sharing of benefits, and mitigation of disproportionate adverse effects.

### Strategies

- Ensure full and fair participation in solid waste planning
  - Actively engage stakeholders to guide development of an environmental justice framework. The framework will use the county's core values, disparities reduction work and Health in All Policies efforts as a foundation and will involve listening to and collaborating with others to create a shared set of values and outcomes for the work that affects communities.
  - Identify areas of concern for environmental justice using the MPCA parameters and map, the EPA's EJScreen tool, and Hennepin County's Public Health SHAPE disparities data book.
  - Develop and implement public participation plans to engage the community and conduct socially inclusive outreach for policy development and program decisions.
  - Incorporate environmental justice considerations into solid waste policy and program recommendations.
- Equally share the benefits of this solid waste plan
  - Require cities to offer organics recycling and work with multifamily property managers to ensure that residents have adequate access to recycling services.
  - Analyze program data such as grant recipients and location of collection events to identify who is benefiting from county waste and recycling programs and if any disparities exist.
  - Examine our solid waste system, including recycling and waste facilities and the transportation of waste, to better understand community health impacts.
- Mitigate disproportionate adverse impacts of this solid waste plan
  - Identify new strategies to reduce disparities found in waste and recycling programs.
  - Work with the MPCA, Clean Air Minnesota, City of Minneapolis and other cities to support air emission reduction projects that could offset air emissions from the solid waste system.



# Lead by example in county operations

The county has several internal initiatives to increase both recycling and waste prevention. These include comprehensive recycling services and a number of sustainable purchasing programs.

## Recycling services

Internally, the county began collecting office paper at the Government Center in 1974. The in-house recycling program has now expanded to all county-owned facilities, many leased locations, all 41 Hennepin County libraries and the Hennepin County Medical Center, and the list of materials collected has expanded greatly.

Program services include:

- Single-sort recycling
- Cardboard
- Organics (back-of-house at corrections facilities, Park Café, and several pilots)
- Library books (reuse and recycling)
- Media (CDs, DVDs, and more)
- Household batteries
- Scrap metal

## Strategies

- Continue to provide convenient in-house recycling services.
- Create a recycling guide and educational materials for new employees.
- Evaluate the expansion of organics collection in the Government Center and other locations.
- Work with the libraries to reduce waste.

## Sustainable purchasing initiatives

Public entities have significant purchasing power, which provides an opportunity to make a positive impact on human health and the environment through procurement decisions. The county has made an effort to lead by example and take responsibility for the consequences of its spending by focusing on sustainable purchasing.

The Hennepin County Board approved Resolution 01-4-263 in 2001, which directed the county administrator to designate recycled-content products for procurement and develop procedures to continuously evaluate product purchases for environmentally preferable alternatives. The Environment and Energy Department worked with other departments to incorporate environmentally preferable specifications into county contracts.

The county has partnered with Staples, its office supply contractor, to automatically substitute eco-friendly products that save the county money. One example is the purchase of remanufactured toner cartridges instead of new toner cartridges. Staples uses third party certifications to offer products with reduced environmental impact. Eco-conscious products include those that contain recycled content or are remanufactured, refillable, or rechargeable. The life cycle of products is also part of the equation. Staples also works on packaging reduction and order efficiency to reduce the impact of delivery.

The county purchases electronics that are registered with the Electronic Product Environmental Assessment Tool (EPEAT). EPEAT is a method for purchasers to evaluate the effect of a product on the environment. It assesses various lifecycle environmental aspects of a device and ranks products as Gold, Silver or Bronze based on a set of environmental performance criteria.

In order to minimize the health and environmental impacts of maintaining clean facilities, the county requires the use of environmentally preferable cleaning products and methods. Cleaning products must be certified through Green Seal, EPA's Design for the Environment, or Canada's EcoLogo program.

The reuse of office supplies is organized through the county's purchasing department. If a county employee needs an item or wants to get rid of something, the reuse process is initiated by emailing the designated contact in purchasing, who then distributes the announcement to a large group of contacts. Those who are interested connect to exchange the surplus items.

### **Strategies**

- Continue sustainable purchasing initiatives.
- Participate in the state's GREEN Group to develop sustainable purchasing initiatives and report on common metrics.

# Attachments

The attachments are available at [hennepin.us/solidwasteplanning](http://hennepin.us/solidwasteplanning).

- Description of existing solid waste management system
- Description of county system
- Supporting documents
  1. 2016 recycling progress report
  2. Stakeholder engagement report
  3. Waste sort report
  4. Residential recycling funding policy
  5. Waste delivery agreement template
  6. County solid waste ordinances
  7. County solid waste system operating manual
  8. City contract rates
  9. List of selected policy plan strategies

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Contract for Residential Solid Waste Collection  
Services between the City of Richfield and Licensed  
Residential Haulers serving Richfield



**Contract for Residential Solid Waste Collection Services between the City of  
Richfield and Licensed Residential Haulers serving Richfield**

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## Exhibits

- Exhibit 1: List of the Participating Licensed Residential Haulers
- Exhibit 2: Residential Solid Waste Collection Services Contract Prices for:  
(2a) Trash, Recyclables, Organics, Yard Waste, Holiday Tree Collection Services,  
Cart Exchanges, Extra Collections, and Late Set Out Collection Services  
(2b) Bulky Waste Items and Electronic Waste Items  
(2c) Other Services: One Time Cart Switch-Outs
- Exhibit 3: Recycling Commodity Adjustment Offset Formula
- Exhibit 4: Hauling Districts
- Exhibit 5: Collection Zones
- Exhibit 6: Cart Roll-Out Plan

DRAFT

This Contract is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Richfield, a municipal corporation (“City”) and the participating licensed residential Haulers in Richfield (referred to individually as a “Hauler” and collectively as the “Haulers”).

## RECITALS

**WHEREAS**, the City, pursuant to Minnesota Statutes, Section 115A.94, desires to establish an organized solid waste collection program for its residents; and

**WHEREAS**, the residential solid waste collectors licensed to do business in the City, identified in Exhibit 1, are able to provide services for such a program; and

**WHEREAS**, the City and the Haulers have agreed to the conditions, terms, rates, provisions, and considerations under which the Haulers shall perform such solid waste collection and disposal services as herein set out;

**NOW, THEREFORE** the City and the Haulers agree as follows:

## Definitions and Abbreviations

The following terms, whenever used in these specifications, shall have the meanings set forth in this Section unless otherwise limited or expanded.

### **Additional Collection Service Options**

These are collection services above the Base Level of collection services, and may include but are not limited to:

- Overflow Trash;
- Yard Waste;
- Bulky Waste;
- Electronic Waste;
- Organics;
- Walk-up Service for Residential Dwelling Units (RDUs) not eligible for courtesy service
- Late Set-Out Fee Pickup;
- Cart Size change fee (2<sup>nd</sup> or more per calendar year per RDU);
- Extra Cart delivery; and
- Extra Collections of Trash, Recyclables, Bulky Waste and Electronic Waste

Each of these Additional Collection Service Options will be provided at an additional charge billed to the RDU. All Additional Collection Service Options are optional except for the Organics charge.

### **Base Level Solid Waste Services**

The Trash and Recyclable Collection and Disposal Services common to all RDUs. This includes collection of one (1) Trash Cart, with disposal of Solid Waste as directed by the City, and Recyclable Collection Services. Services are paid for by the RDU to their assigned Hauler.

<b>Bulky Waste</b>	Large items from RDUs that should not be put into Carts including but not limited to: stoves, refrigerators, water heaters, washing machines, bicycles, lawn mowers, lawn chairs, furniture, mattresses, and other such materials detailed in Exhibit 2b.
<b>Carts</b>	The wheeled and lidded Trash, Recyclables, Organics, and/or Yard Waste containers in which materials can be stored and later rolled-out for Curbside Collection on the designated collection day.
<b>City</b>	The City of Richfield, a home rule charter city organized under the laws of the State of Minnesota.
<b>Collection Hours</b>	The time period during which collection of Solid Waste, including Recyclables, is authorized by the City. Until amended otherwise, the Collection Hours for RDUs shall be 7:00 a.m. to 10:00 p.m. for each Hauling District.
<b>Collection Vehicle</b>	Any vehicle licensed and inspected as required by the state and county and approved by the City for Solid Waste collection within the corporate boundaries of the City.
<b>Collection Zone</b>	The area served by an individual hauling company within a specified Hauling District boundary, as shown in Exhibit 5.
<b>Composting Facility</b>	Facility licensed to process Yard Waste and/or source separated Organics in conformance with state and local regulations.
<b>Compostable Bags</b>	Bags that meet ASTM Standard Certification for Compostable Plastics (D6400) within a composting operation as required by Minnesota Statutes, Section 115A.931(c) and Minnesota Statutes, Section 325E.046. Acceptable bags include paper lawn and leaf bags, paper grocery store bags, and certified Compostable Bags.
<b>Contract</b>	This Contract for Residential Solid Waste Collection Services, as amended from time to time. The executed Contract, and any amendments or exhibits, as signed by both parties form the legally binding Contract between the City and the Haulers.
<b>Curbside</b>	That portion of right-of-way adjacent to paved or traveled City roadways. "Curbside" as used in this Contract shall include alleys.
<b>Curbside Collection</b>	The collection of all Residential Solid Waste, including Trash, Recyclables, Yard Waste, Organics, Bulky Waste, Electronic Waste,

and other Additional Collection Service Options.

<b>Educational Tag</b>	A written document attached to a Cart by a Hauler to inform an RDU of a specific policy or protocol related to the Services.
<b>Electronic Waste</b>	Has the same meaning of “covered electronic device” prescribed by Minnesota Statutes, Section 115A.1310, Subdivision 7.
<b>Field Route Audits</b>	Annual counts of all eligible RDUs served by the Solid Waste collection routes.
<b>Hauler</b>	A residentially licensed entity collecting solid waste in Richfield. All Haulers participating in organized collection are listed in Exhibit 1.
<b>Hauling District</b>	The geographic area within the City that designates the day of the week for collection of Trash, Recyclables, Yard Waste and Organics as shown in Exhibit 4
<b>Hennepin County</b>	Hennepin County, Minnesota, a political subdivision.
<b>HERC</b>	Hennepin County Energy Recovery Center. A waste-to-energy facility located in Minneapolis that burns garbage to generate energy.
<b>Holiday(s)</b>	There are six (6) major Holidays observed each year: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day.
<b>Household Hazardous Waste</b>	Has the meaning prescribed by Minnesota Statutes, Section 115A.96, Subdivision 1(b).
<b>Late Set Out Collection</b>	RDUs will be required to set out Carts no later than 7:00 A.M. on their Hauling District’s collection day. RDUs that do not have Carts set out timely or properly (according to Cart set out guidelines shared with RDUs) will be subject to a Late Set Out Collection fee, as outlined in Exhibit 2.
<b>Materials Recovery Facility (MRF)</b>	A recycling facility for receiving, storing, sorting, processing and transfer of Recyclables to end markets or other intermediate processors.
<b>Missed Collection</b>	The failure of a Hauler to provide collection service to an RDU within the City during collection hours on the scheduled day of collection provided that the Cart is set out timely and properly by



the RDU and Residential Solid Waste Collection Services have not been otherwise excused pursuant to this Contract.

**Mixed Municipal Solid Waste (MMSW)**

Has the meaning prescribed by Minnesota Statutes, 115A.03, Subdivision 21.

See "Trash".

**Organics Collection**

A City-wide program for collection of Organics from each participating RDU.

**Organized Collection**

A system for collecting Solid Waste in which a single Hauler (or an organization of Haulers) is authorized to collect from a defined geographic service area pursuant to Minnesota Statutes, Section 115A.94.

**Overflow Trash**

Extra Trash that is either set out next to the Trash Cart or if the Trash Cart lid is propped open more than 6 inches by excess Trash.

**Proposal**

A complete and properly signed proposal to provide goods, commodities, labor and/or services for the prices stated and submitted in accordance with the Organized Collection Process under Minnesota Statutes, Section 115A.94.

**Recyclable Materials or Recyclables**

The current list of household Recyclables as established by the City. The list of Recyclables includes, but may not be limited to:

- Newspapers (including advertising inserts);
- Household office paper & mail (including copy paper and computer paper, greeting cards, school papers);
- Phone books, magazines & catalogues;
- Boxboard (including cereal, cake, chip, and cracker boxes);
- Corrugated cardboard;
- Food and beverage glass jars and bottles;
- Aluminum cans and foil (including pie tins and trays);
- Steel bimetal ("tin") cans;
- All rigid plastic containers (including lids and caps, non-bottle tubs, cups, clam shells); and
- Aseptic juice cartons and milk cartons.

Other Recyclable Materials may be added or removed in the future by mutual Contract of the City and Haulers.

**Recyclables Collection**

The collection of all recyclable materials set out by eligible RDUs

into specially identified Recycling Carts. Recyclables Collection shall also include transporting the Recyclables to a MRF for processing Recyclables and marketing them for reuse and/or remanufacture.

**Residential Solid Waste** All Solid Waste from eligible RDUs which normally results from the operation of a household including, but not limited to: all Mixed Municipal Solid Waste (Trash), Recyclables, Organics, Yard Waste, Bulky Waste, and Electronic Waste. Residential Solid Waste does not include Hazardous Waste or Unacceptable Materials as defined herein.

**Residential Dwelling Unit (RDU)** Any dwelling unit in a one-, two-, or three-unit building within the City occupied by a person or group of persons, and other dwellings expressly agreed upon in writing by the City and the Haulers within the corporate limits of the City that are eligible for Services under this Contract. Notwithstanding the foregoing, any of the previously described dwellings that are a part of an association that receives a single bill directly from a Hauler shall not be considered an RDU and, therefore, shall not be eligible for Services or other benefits of this Contract identified and intended for eligible RDUs.

**Residential Solid Waste Collection** All applicable tasks designated under this Contract. Tasks include, without limitation: the purchase and distribution of all applicable Carts as specified for aggregation of Trash, Recyclables, Organics, and/or Yard Waste for use by eligible RDU's; the collection of all Solid Waste from eligible RDUs which normally results from the operation of a household including, but not limited to: all Mixed Municipal Solid Waste (Trash), Recyclables, Yard Waste, Bulky Waste, and Electronic Waste. Tasks also include reporting, other administration, customer service and public education responsibilities specified in this Contract.

**Services** See "Residential Solid Waste Collection Services".

**Single-stream Recycling** The recycling system whereby an RDU sets out Recyclables in a Recyclables Cart to be collected by a Hauler, with the Recyclables later processed and sorted at a Materials Recovery Facility.

**Solid Waste** Has the meaning prescribed in Minnesota Statutes, Section 116.06, Subdivision 22.

**Source-separated organic material (SSOM)** Has the meaning given under Minnesota Administrative Rules, Section 7035.0300, Subpart 105a. The term source-separated organic material does not include Yard Waste for purposes of this

Contract. (Also identified as “Organics” in this Contract.)

<b>Subcontractor</b>	A legal entity that has a subcontract with a Hauler Member to provide some portion of the work or Services specified in the Contract.
<b>Subscription Services</b>	Optional collection services that are ordered by the RDU and paid directly to the Hauler. Subscription Services are in addition to the Base Services. Current examples of Subscription Services include (but shall not be limited to) Yard Waste collection, Bulky Waste collection, and additional Trash Carts.  See also “Additional Collection Service Options”
<b>Tipping Fee</b>	The fee charged by the Trash Disposal Facility for the processing of Trash.
<b>Trash</b>	See “Mixed Municipal Solid Waste”.
<b>Trash Disposal Facility</b>	The facility(s) where Trash collected under this Contract is deposited. The Trash deposited at the facility(s) must be managed in accordance with applicable Minnesota State laws and Hennepin County Ordinances, including restriction on disposal.
<b>Unacceptable Materials</b>	Prohibited items from any of the specific waste streams that are not allowed because they may contaminate the specific waste stream, cause an unsafe handling/management situation, or otherwise may harm the environment, as defined by applicable laws, regulations, or agreed upon by the City and Haulers.
<b>Vacant RDU</b>	An unoccupied RDU that has been identified as vacant by the City for which notice has been provided to the Hauler of that vacancy.
<b>Walk-up Collection</b>	The collection of Trash, Recyclables, Organics, and/or Yard Waste Carts from a point close to the RDU in lieu of Curbside Collection.
<b>Yard Waste</b>	Has the meaning prescribed by Minnesota Statutes, Section 115A.03, Subdivision 36. Yard Waste does not include Organics.
<b>Yard Waste Collection</b>	The pick-up and transportation of Yard Waste accumulated in a Yard Waste Cart, and/or in a Compostable Bag or bundle in accordance with City guidelines.

## 1 Effective Date and Term of Contract

The Effective Date of this Contract shall be October 4, 2021. The initial term of the Contract is seven (7) years beginning on the Effective Date and ending on October 4, 2028. The City and Haulers reserve the right to renew or extend the Contract beyond the initial term, if both parties agree in writing to the renewal or extension. The City will notify the Haulers no later than October 4, 2027 of its desire to either renew or terminate the Contract.

The right of the City to offer a renewal or extension of the Contract shall not be considered to imply any obligation by the City to renew or extend the Contract.

## 2 Scope of Services

In consideration of the mutual obligations as set forth in this Contract, the Haulers agree to provide the Services as set forth below.

### 2.1 Residential Solid Waste Collection

- 2.1.1 Each Hauler will be responsible for providing all Services associated with Residential Solid Waste Collection to all RDUs they service including, but not limited to, Cart delivery, all solid waste collection, disposal, reporting, customer service, and other Contract administration responsibilities. Each Hauler will provide all materials, equipment, labor, supervision, and other activities necessary to perform such work.
- 2.1.2 Each Hauler will acquaint itself, and be responsible to comply, with all pertinent Richfield City Code sections and federal, state, and county laws, statutes, regulations, ordinances, and policies related to its performance under this Contract.
- 2.1.3 It shall be each Hauler's sole responsibility to comply with all road weight and bridge restrictions. Within one business day, each Hauler shall inform the City of any notices or citations for exceeding such restrictions. The City retains the right to inspect and/or weigh the individual Hauler Collection Vehicles at any time.
- 2.1.4 Each Hauler will be responsible to make its own examination, investigation and research regarding the proper method of providing the Services and all conditions affecting the work to be done. These conditions include (but are not limited to): street layout, Hauling District boundaries, City boundaries, eligible RDUs, and locations of other non-RDU properties (e.g., multifamily dwellings served by commercial Haulers). Those structures which are not eligible for City services shall not be collected under this Contract unless they have been approved for collection service by the City. The City may inspect the Services performed and each Hauler's facilities for compliance with the Contract documents. The Hauler shall furnish all reasonable assistance required by the Inspectors for the proper inspection of the work. Such inspection shall not relieve the Hauler from any obligation to perform the work strictly in accordance with the Contract.

- 2.1.5 The City reserves the right to improve any street, which may prevent the Hauler from using its accustomed route or routes for collection. The City's Sustainability Specialist or another designee of the City will notify the Haulers prior to each construction season of any known areas of potential conflict and possible alternate routes or solutions. The Haulers must contact Hennepin County, or other applicable authority, prior to each construction season to determine areas of potential conflict and possible alternate routes or solution. No additional compensation will be made for any conflict related to street improvements or construction. The Haulers shall provide thirty (30) days written notice of any proposed route and/or schedule changes for approval by the City.
- 2.1.6 In providing the Services identified herein, each Hauler shall be obligated to protect all public and private utilities and property. If such a utility or property are damaged by reason of a Hauler's negligent operations, negligent act or omission, or willful misconduct, the responsible Hauler must repair or replace such utility or property, at no charge to the owner of the utility or property, within forty-eight (48) hours with a utility or property of better or equivalent value at the time of the damage. If repairs or replacement cannot reasonably be made within forty-eight (48) hours, the Hauler will make arrangements with the property owner within forty-eight (48) hours as to when such repair will be made. If a Hauler fails to repair or replace a damaged utility or property under this Section, the City may, but shall not be obligated to, repair or replace such damaged utility or property. The City shall invoice the responsible Hauler for any repair and replacement charges or employ an alternative method of requiring payment such as, but not limited to, deducting the amount from the next assessment roll for delinquent charges.
- 2.1.7 The work to be performed does not include any increased volume of Residential Solid Waste or similar material resulting from a tornado, flood, ice storm, snowstorm, natural disaster, act of God, or other Force Majeure event over which the Haulers have no control. In these situations, the Haulers and the City shall negotiate a separate Contract to provide these services. The City shall have the right to utilize other contractors for such services without additional or further obligation to the Haulers.
- 2.1.8 Haulers will not be required to, or suffer penalty for failure to perform a scheduled pickup, when prevented from doing so as the result of an undue accumulation of snow, ice, and/or other catastrophic conditions, including but not limited to natural disasters, fires, and acts of God.

In such circumstances, each Hauler shall notify the City via email as soon as possible but no later than the end of the service day of the Hauler's inability to provide scheduled collection and the estimated time to reestablish regular routes and schedules for the Services ("Recovery Plan") as soon after the event as possible. Each Hauler shall make every effort to respond to conditions described under this Section in a consistent manner. Each Hauler shall be required to follow the recovery plans submitted to the City, unless another



condition described under this Section creates additional delay, in which case the Hauler shall submit a revised recovery plan.

Each Hauler shall communicate by the end of the service day of the reason for non-collection to the RDU (whether by education tag, email, or telephone unless such methods are impractical in which case notification by website or otherwise is acceptable). Each Hauler shall, to the best of their abilities, communicate their recovery plans to the RDUs they service. The City will also share this information via social media and potential other methods. If a Hauler fails to submit a recovery plan, it is subject to liquidated damages per Section 14.

- 2.1.9 Existing contracts with individual RDUs shall be terminated as of the official date that Residential Solid Waste Services begin pursuant to this Contract. RDUs may pay their current Hauler on a pro-rated basis for service up through October 4, 2021. Each RDU shall only pay for services received and will be reimbursed for services not yet received by their individual Hauler (except for 2021 Yard Waste Collection subscriptions), provided that the Hauler is not owed unpaid balances under the existing contract.
- 2.1.10 Haulers are permitted to co-collect, commingle, and transport Trash, Recyclables, Organics, or Yard Waste generated from locations or customers outside of City limits or from non-eligible RDUs with materials collected under this Contract. Each waste stream can only be commingled with the same waste stream (i.e. Recyclables only with Recyclables). Each Hauler will be responsible for reporting the weight of materials collected under this Contract as detailed in Section 3.1.1 of this Contract.

## **2.2 Information Required for Implementation**

- 2.2.1 The Haulers will provide the City with a final list of all eligible RDUs currently serviced by each Hauler within thirty (30) days of the Effective Date of the Contract. The list shall be provided in an electronic Microsoft Excel format with the following information:
  - Name
  - Service Address
  - Billing Address (if different than service address)
  - Trash Cart Size (small, medium, large)
  - Extra Trash Cart (if applicable)
  - Recycling Cart Size (small, medium, large)
  - Extra Recycling Cart (if applicable)
  - Yard Waste subscription (if applicable) and Cart size
  - Organics subscription (if applicable)
- 2.2.2 At least sixty (60) days prior to the start of Collection Services, each Hauler will provide the City with a breakdown of the RDUs to be serviced by each Hauler.
- 2.2.3 Haulers will propose a draft collection zone map with the final Contract proposal for review and comment by the City. The zone creation process will ensure a fair

and equitable distribution of accounts that meet the market share requirements of Minnesota Statutes, Section 115A.94, subdivision 4d. The City retains final right of approval for the collection zones.

- 2.2.4 The Haulers shall submit initial proposed route maps to the City for review sixty (60) days prior to the start of Collection Services. These route maps must show the proposed details for each Collection Vehicle route including: start point (i.e., first collection for the day), and stop point (i.e., last collection for the day). Haulers shall make reasonable efforts to minimize changes in routing patterns utilized in the City. Haulers are responsible for incorporating standard industry safety practices such as optimizing right hand turns, limiting Collection Vehicle traffic on residential streets, and reducing backing of the Collection Vehicle.

These routes, once approved by the City, shall be followed by the Haulers. Once the initial route maps have been approved by the City, the Haulers shall submit any proposed route changes to City at least one (1) month prior to implementing any change(s). Current route maps shall be provided to the City upon request.

## **2.3 Collection Equipment and Other Assets**

- 2.3.1 When collecting residential Trash, each Hauler shall use Collection Vehicles. The Collection Vehicle shall then transport the residential Trash to the Trash Disposal Facility.
- 2.3.2 All Collection Vehicles shall not leak excessive amounts of liquids from the Trash, Recyclables, Organics, or Yard Waste.
- 2.3.3 The number of Collection Vehicles furnished by each Hauler shall be sufficient for the collection of all residential Trash, Recyclables, Yard Waste, Organics, and Bulky Wastes within Hauling Districts and Collection Zones.
- 2.3.4 All collection equipment shall be kept in a clean and sanitary condition in order to maintain the appearance of the vehicle, eliminate or control insect infestation, and to control odor.
- 2.3.5 The bodies of the Collection Vehicles shall have the individual Hauler's name painted and easily readable under normal conditions.
- 2.3.6 The collection equipment shall be maintained in good working order. All Collection Vehicles shall be equipped to meet all federal, state, county, and city laws, statutes, regulations, ordinances, and policies concerning vehicles used on City streets and alleys and maintained to meet these standards.
- 2.3.7 All vehicles shall be equipped with safety equipment as required by any federal, state, county, and city laws, statutes, regulations, ordinances, and policies.

## **2.4 Individual Hauler Employees**

- 2.4.1 All employees hired by an individual Hauler shall be competent and skilled in the performance of the work to which they may be assigned. All drivers of Collection Vehicles shall have passed all background checks required by law. No Hauler employees shall pose a threat to the safety of the residents of the City.

- 2.4.2 The employees shall not use loud or profane language or vulgar or derogatory hand signals, and shall be courteous to all persons at all times and perform their work as quietly and quickly as possible.
- 2.4.3 No scavenging of Solid Waste of any type or form will be permitted by Hauler employees. The City shall not knowingly allow the scavenging of Recyclables, and cannot divert or withdraw any Recyclables or materials from Carts unless mutually agreed upon.
- 2.4.4 The employees and/or vehicles will remain on public access roads and shall not drive over private property unless requested by property owners in mutual Contract with the Hauler. Any damage caused to private property will be the responsibility of the Hauler.
- 2.4.5 Failure or delay in the performance of duties described herein due to an individual Hauler's inability to obtain employees of the number and skill required shall constitute a material default of the Contract as described in Section 12.

## **2.5 Hours and Days of Operation**

Collection of any Residential Solid Waste shall not start before 7:00 a.m. or continue after 10:00 p.m., Monday through Friday or a Saturday immediately following an observed Holiday.

## **2.6 City-Established Collection Days**

The collection days shall be as designated by the City within the following Hauling Districts:

- Monday: East City limit to 12th Avenue S
- Tuesday: 12th Avenue S to Nicollet Avenue S
- Wednesday: Nicollet Avenue S to 35W
- Thursday: 35W to Penn Avenue S
- Friday: Penn Avenue S to West City Limit

See Exhibit 4 for a map of these Hauling Districts.

## **2.7 Holidays**

When a collection day falls on a Holiday, Services will be delayed by one (1) day. For example if Christmas Day is on a Monday, the Monday Hauling District's regular collection services will be Tuesday. Tuesday's Hauling District's collection services will be delayed until Wednesday, and so on and so forth. Friday services will occur on Saturday unless a Holiday falls on a Saturday or Sunday in which case Services will not be delayed.

## **2.8 Extended Leave and Suspended Collections (or "Snow Bird" Policy)**

RDU's giving their Hauler a minimum of one (1) week's advance notice that they will not require services for at least four (4) consecutive weeks because of an extended leave will be given a credit on their next bill. The credit will be calculated using a pro-rata

weekly cost based on the total monthly collection charges, including all disposal fees, taxes, and other charges, as outlined per the executed Contract. Services will resume on the RDU's regularly scheduled collection day, provided that the Hauler is given at least five (5) business days' notice. An RDU may obtain an extended leave credit only when the RDU is unoccupied and for no longer than six months total in any one-year period; however, these restrictions do not apply to a deployed military service member (provided that there are no other residents at said RDU) or a Vacant RDU. It is not a legitimate absence for an RDU to apply for Suspended Collection as a means to avoid required Trash Collection service under this Contract. An RDU may not suspend collection under this provision in order to share services with another RDU.

## **2.9 Cart Ownership, Management, Handling, and Specifications**

- 2.9.1 All Carts will be purchased, owned, managed, assembled, repaired, maintained, and inventoried by the Haulers. Each Hauler shall also be responsible for all Cart deliveries to eligible RDUs, including those who currently do not have Services and those who are not approved to "opt out" of Services.
- 2.9.2 Prior to the start and implementation of Services under the Contract, all Carts relocated to a different RDU must be washed, clean of all debris and not have odor, as determined by the City to be a nuisance, before being delivered to RDUs. Carts not relocated to a different RDU but that have a nuisance odor as determined by the City must also be washed and cleaned of all debris.
- 2.9.3 All Carts shall be guaranteed by each Hauler to be in sound, working order at the time of delivery to the RDU. The City prefers Haulers use standardized Carts.
- 2.9.4 The Cart Implementation and Roll-Out Plan is incorporated as part of this Contract as Exhibit 6. Haulers will document Cart delivery either through a method that has been approved by the City.
- 2.9.5 All Carts (including Trash, Recyclables, Organics, and Yard Waste Carts) shall be readily distinguished from each other. This includes having a lid of a different color, a Cart of a different color, or a distinct labeling system. If the Carts are not readily distinguishable, in the sole discretion of the City, the City may require a Hauler to modify the lid, color, or labeling system of one or more Carts so that they are readily distinguishable. Carts for RDUs electing every other week Trash service shall be easily distinguished from "small" Carts for RDUs electing weekly Trash service.
- 2.9.6 Haulers will charge the City a one-time Cart switch out fee for each RDU that requires a change in the provider of Solid Waste Services as part of the start of the new Organized Collection system. The Hauler will invoice the City for each eligible RDU the amount indicated in Exhibit 2 along with documentation of the address. The City will pay the Hauler as per the Price Schedule in Exhibit 2c for the one-time Cart switch out service.
- 2.9.7 Haulers are responsible for regular Cart maintenance. Haulers will not invoice or receive payment from the City for the costs associated with ongoing Cart maintenance or reasonable wear and tear, which includes but is not limited to:

- Cracks due to normal handling or weather conditions;
- Part malfunctions; and
- Squirrel and rodent damage.

Damage beyond normal wear and tear is the responsibility of the RDU. This includes but is not limited to:

- Abuse or misuse (e.g. fires, ashes);
- Total destruction of Cart (e.g. hit by car);
- Stolen or lost Cart; and
- Graffiti.

When the RDU is responsible for the damage, the Hauler shall submit documentation of such damage. The Hauler will invoice and receive payment from the RDU for the amount specified in Exhibit 2a for Cart Replacement.

2.9.8 Haulers shall have no liability and it shall not be a breach of this Contract if Haulers fail to provide Residential Collection Services as a result of an RDU's failure to properly set out its Carts. Haulers shall notify an RDU of improper Cart placement or materials improperly set out for Collection by placing an Educational Tag on the Cart.

2.9.9 RDUs may change their Cart sizes one (1) time per calendar year at no cost to the RDU. Trash, Recycling, and/or Yard Waste Cart sizes must be changed at the same time in order for an RDU to change more than one cart size under this complimentary option. New occupants of an RDU may request Cart size changes and/or Cart repair within thirty (30) days of move-in at no cost to the RDU even if a Cart has been exchanged at the RDU prior to the move-in date. Any additional Cart exchange requests will be charged at the rate listed on Exhibit 2a, with the charge listed on the next quarterly invoice. The RDU must contact the Hauler to schedule a Cart size exchange; any exchange shall occur within 7 days of the request.

2.9.10 Carts shall be returned by the Hauler to their original location in an upright position with lids closed after the Cart is emptied.

## **2.10 Spills**

Haulers shall immediately remove and dispose of any oil or fluid spills, including but not limited to vehicle fuel, coolant, hydraulic fluid, brake fluid, or scattered materials or load contents. Haulers must comply with all applicable federal, state, county, and city laws, statutes, regulations, ordinances, and policies regarding removing and disposing of oil and fluid spills and scattered materials or load contents. Subject to such laws, statutes, regulations, ordinances, and policies, if a Hauler or its Subcontractors' vehicles leak any oils, fluids, scattered materials, or load contents, the responsible Hauler must remove and dispose of the oil or fluid spill or scattered materials or load contents by 12:00 p.m. one business day after its receipt of written or oral notification by the City (email is acceptable), the City may arrange such removal and disposal to be done itself or by another contractor and deduct the costs from the Hauler's next payment.



## 2.11 Trash Collection Services

- 2.11.1 Residential Solid Waste shall be collected from all eligible RDUs within the City during the term of the Contract, except Vacant RDUs approved by the City and RDUs that have suspended collection.
- 2.11.2 All RDUs receiving Services must be provided the Base Level Solid Waste Services which shall consist of one (1) Trash Cart to be collected on a weekly basis, by default. All RDUs in the City that set out Trash shall be required to use the Hauler's Trash Carts.
- 2.11.3 The Contract specifies four levels of Residential Trash Collection Services:
- "Small" Trash Cart (about 35 gallons), serviced every other week;
  - "Small" Trash Cart (about 35 gallons), serviced weekly;
  - "Medium" Trash Cart (about 65 gallons); or
  - "Large" Trash Cart (about 95 gallons).
- 2.11.4 The City will publish guidelines for eligible RDUs with instructions on how to store and properly set out Trash. Residents are required to place their Residential Trash in the Hauler's Trash Carts with the lid closed or open no more than six (6) inches. RDUs will be required to set out Trash no later than 7:00 A.M. on their Hauling District's collection day. RDUs that do not have Trash Carts set out timely or properly according to guidelines shared with RDUs, and request a later pickup will be charged a Late Set Out Collection Fee as outlined in Exhibit 2, provided that the RDU has been notified of the fee and approves in advance.
- 2.11.5 "Walk-up" Collection of Trash Carts without additional charge may be allowed for eligible RDUs who apply and receive written City approval. The Hauler will be notified of any eligible RDUs and begin walk-up collection service on the next scheduled collection day for the RDU. Each RDU shall clear a path for their Hauler to access and return carts. The Hauler shall notify the City of any alleged abuses of "Walk-up" Collection which the City will investigate. Haulers will provide "Walk-up" collection for convenience reasons for an additional fee.
- 2.11.6 RDUs may set out extra Overflow Trash for an extra fee if they do not fit into the RDU's Trash Cart with the lid open less than six (6) inches. Any materials or bags that do not fit into the Trash Cart will be considered Overflow Trash, and charged accordingly. Items left next to a Trash Cart but not bagged will be considered Bulky Waste and be billed accordingly. Photo documentation should be taken of excess material if possible.
- If overflow trash is regularly put out for collection, the Hauler and RDU will discuss upgrading the Trash Cart size or adding an additional Cart.
- 2.11.7 Trash Tipping Fees shall be paid by the Hauler and are included in the Trash disposal charge per RDU paid to the Hauler, as separately identified on Exhibit 2, and are calculated based on the current contracted Hauler rate as established by Hennepin County.

- 2.11.8 Trash shall be loaded and transported in such a manner as to be as inoffensive to the public as possible. All reasonable precautions shall be taken to prevent the spilling or scattering of Trash while loading or in transit.
- 2.11.9 Each Hauler shall not knowingly collect any Household Hazardous Waste from eligible RDUs, and shall refuse to pick up such Household Hazardous Waste. Each Hauler shall notify the RDU of any improper disposal of Household Hazardous Waste via written or verbal notification. Notwithstanding anything in this Contract to the contrary, title to and liability for Household Hazardous Waste shall remain with the RDU at all times. Nothing herein shall impose any obligation upon the Hauler, its members or its subcontractors to search the contents of any Cart, or other item(s) being collected, to determine if there is any Household Hazardous Waste contained therein.
- 2.11.10 All Trash collected under this Contract shall be transported, weighed, and disposed of at a Trash Disposal Facility. Each Hauler shall weigh each Trash Collection Vehicle on certified truck scales before and after unloading at the Trash Disposal Facility. The primary Trash Disposal Facility shall either be HERC or the Brooklyn Park Transfer Station. Each Hauler may use an alternate facility only when the HERC or Brooklyn Park Transfer Station is not operable. Each Hauler will inform the City of their respective alternate facility before the first day of collection under this Contract. Each Hauler must receive prior written approval from the City to transport materials to an alternate facility or transfer station that isn't HERC, BPTS, or their pre-approved third facility. Haulers will communicate with HERC staff to discuss specifics on what communication, approval, and documentation is needed for proper disposal.
- 2.11.11 Extra Collection of Trash shall be provided as an Additional Collection Option outside of the RDU's regular collection day. The RDU must contact their Hauler to schedule an Extra Collection of Trash not less than twenty-four (24) hours prior to the requested collection. Extra Collection of Trash will be only offered during normal business hours, Monday through Friday. The amount of trash collected under the Extra Collection of Trash rate listed in Exhibit 2a is limited to the RDU's current service level for trash. Any additional Trash or Bulky Waste collected are subject to Trash Overflow service fees, as listed in Exhibit 2a and/or Bulky Waste collection fees, as listed in Exhibit 2b.
- 2.11.12 Late Set Out Collection of Trash shall be provided upon request from an RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day. If the Hauler has already finished collecting in the City that day, the Late Set Out Collection will be collected the following business day. In all other circumstances, the RDU must contact the Hauler not more than twenty-four (24) hours after scheduled collection to request Late Set Out Collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of Trash as set forth in 2.11.11. Late Set Out Collection will only be offered during regular business hours, Monday through Friday. If the Late Set Out Collection option is abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

## **2.12 Recyclables Collection Services**

- 2.12.1 Each Hauler shall provide single-stream Recyclables Collection service for all eligible RDUs. All RDUs receiving Services must be provided the Base Level Solid Waste Services which shall consist of one (1) Recyclables Cart to be collected on a biweekly basis.
- 2.12.2 Recyclables shall be collected in Hauler-provided Recyclables Carts on the same day of the week as Trash, per the schedule specified by the Hauling Districts. Recyclables collection shall occur in the same location (i.e., at “Curbside”) and in a similar manner as Trash collection.
- 2.12.3 After consultation with the Haulers, the City shall designate the specific week for Recyclables collection in the City.
- 2.12.4 After the initial Cart distribution, for which RDUs will submit their Cart size preference, a 65- or 95-gallon Cart will be the standard size provided to each RDU. A 35 gallon Cart shall be provided to RDUs upon their request. Additional Recyclables Carts shall be provided to RDUs upon their request at no additional charge to the RDU or the City.
- 2.12.5 “Walk-up” Collection of Recyclables without additional charge will be allowed for eligible RDUs who apply and receive written City approval. Haulers will be notified of any approved “Walk-up” Collection RDUs. Each RDU shall clear a path for their Hauler to access and return carts. Haulers shall notify the City of any alleged abuses of “Walk-up” Collection of Recyclables which the City will investigate. Haulers will provide “Walk-up” collection for convenience reasons for an additional fee.
- 2.12.6 All Recyclable Materials placed for collection shall remain the responsibility and in the ownership of the RDU until picked up by the Hauler, at which time title of the Recyclables shall pass to the respective Hauler. Haulers may subcontract Recyclables Collection services to another Hauler.
- 2.12.7 Recyclable Carts containing Unacceptable Materials, viewed on an onboard camera, shall be tagged by the Hauler. If contamination is visible before the Cart is emptied, it shall not be emptied, and shall be tagged as well. Photo documentation should be taken if possible.
- 2.12.8 The City requires that all collected Recyclables must be delivered to a Materials Recovery Facility (MRF) in a manner acceptable to the City. Each Hauler shall notify the City of its selected MRF(s). No Hauler shall change their MRF(s) without notifying the City.
- 2.12.9 The City will publish guidelines for eligible RDUs with instructions on how to store and properly set out Recyclables. RDUs are required to place their Residential Recyclables in the Hauler’s Recyclables Carts with the lid closed or open no more than 6 inches. RDUs will be required to set out Recyclables no later than 7:00 A.M. on their collection day. RDUs that do not have Recyclable Carts set out timely or properly according to guidelines shared with RDUs, and

request a later pickup will be charged a Late Set Out Collection Fee as outlined in Exhibit 2.

- 2.12.10 Extra Recyclables that do not fit into the Cart must be put into regular paper bags for collection. If overflow recycling is regularly put out for collection, the Hauler and RDU will discuss upgrading the Recyclables Cart size or adding an additional Cart.
- 2.12.11 Recyclables collected under this Contract shall be weighed on certified truck scales. Each Hauler agrees to provide the City with a monthly total of Recyclables collected under this Contract.
- 2.12.12 Extra Collection of Recyclables shall be provided as an additional Service outside of the RDU's regular collection day. The RDU must contact the Hauler to schedule an Extra Collection of Recyclables not less than twenty-four (24) hours prior to the requested collection. Extra Collection of Recyclables will be only offered during normal business hours, Monday through Friday.
- 2.12.13 Late Set Out Collection of Recyclables shall be provided upon request from an RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day. If the Hauler has already finished collecting in the City that day, the Late Set Out Collection will be collected the following business day. In all other circumstances, the RDU must contact the Hauler not more than twenty-four (24) hours after scheduled collection to request Late Set Out Collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of Recyclables. Late Set Out Collection will only be offered during regular business hours, Monday through Friday. If the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

## **2.13 Yard Waste Collection and Holiday Tree Collection Services**

- 2.13.1 Each Hauler shall provide separate Yard Waste Collection from April 15<sup>th</sup> through November 30<sup>th</sup>, weather and Composting Facility permitting, for RDUs that subscribe (either for a full season or pay-per-bag). RDUs shall contact their Hauler to sign up for Yard Waste Collection or Holiday Tree Collection. Yard Waste Collection and Holiday Tree Collection are Additional Collection Service Options for RDUs and shall be provided for the fees indicated in Exhibit 2a. When first initiated, an RDU shall be billed the additional fee(s) on the next quarterly invoice.
- 2.13.2 Each Hauler shall provide the option for Yard Waste Collection to eligible RDUs. Eligible RDUs must prepare Yard Waste for collection in Compostable Bags, Hauler-provided Carts, or both. The City will publish guidelines for eligible RDUs with instructions on how to store and properly set out Yard Waste. RDUs will be required to set out Yard Waste no later than 7:00 A.M. on their collection day. RDUs that do not have Yard Waste set out timely or properly according to guidelines shared with RDUs, and request a later pickup will be charged a Late Set Out Collection Fee as outlined in Exhibit 2.

- 2.13.3 If a RDU does not subscribe to a full season of Yard Waste Collection, Yard Waste Collection can be purchased through a “pay per bag” option by the RDU contacting their Hauler. Haulers shall provide a “pay-per-bag” option to RDUs. This cost will be added to the next quarterly invoice following each request for service.
- 2.13.4 The minimum Cart size for Yard Waste Carts is a 65- or 95- gallon Cart. If no Cart size is identified by the RDU who has requested a Cart, the Hauler shall provide the RDU with a 95-gallon Cart. The Hauler shall collect extra Yard Waste placed either in an additional Yard Waste Cart or Compostable Bags, or both, from participating RDUs. One (1) additional Yard Waste Cart per RDU shall be provided to the RDU at no extra cost if said Cart is delivered at the same time as the initial Cart. If a second or third Yard Waste Cart is delivered after the initial Yard Waste Cart is delivered, the RDU will be charged for the extra Carts.
- 2.13.5 Haulers shall collect a maximum of twenty (20) Compostable Bags per RDU per collection week. Additional bags set out by an RDU in excess of twenty (20) bags per collection week shall not be collected and an Educational Tag explaining why the excess bags were not collected shall be left on the bags.
- 2.13.6 Haulers may advertise to RDUs that each Hauler will provide additional Curbside Yard Waste Collection services. Any such advertising must be approved by the City prior to finalization (e.g., printing, electronic distribution, etc.).
- 2.13.7 Yard Waste collected from RDUs shall be disposed of at a yard waste transfer or Composting Facility(s) that is in conformance with all federal, state, county, and city laws, statutes, regulations, ordinances, and policies. Each Hauler shall notify the City of the disposal location(s) and provide a monthly report to the City of Yard Waste tonnage collected under this Contract.
- 2.13.8 “Walk-up” Yard Waste Collection will be provided at no additional charge to each eligible RDU that applies and receives written City approval. “Walk-up” Yard Waste Collection will be provided for Yard Waste placed only in the Yard Waste Carts. Overflow and/or Compostable Bags will not be accepted. The City will notify the applicable Hauler of each eligible RDU for “Walk-up” Yard Waste Collection. Each RDU shall clear a path for their Hauler to access and return carts. The Hauler shall notify the City of any alleged abuses of “Walk-up” Collection, which the City will investigate. Haulers will provide “Walk-up” collection of Yard Waste Carts for convenience reasons for an additional fee.
- 2.13.9 Holiday Tree Collection will occur every year for two full service weeks, commencing on the first Monday after the New Year’s holiday or the observed New Year’s holiday. RDUs shall contact their Hauler to schedule Holiday Tree Collection. The fee for Holiday Tree Collection shall be billed on the next quarterly invoice after being scheduled. The tree will be collected on the RDU’s regular collection day. Only natural, unpainted trees will be collected. Proper set out of tree for each RDU includes: no bags (plastic or compostable) and removal of decorations such as wires, stands, ornaments, and tinsel from the tree. The RDU must set out the tree before 7:00 a.m. on regular collection day. Haulers shall collect and dispose of trees as Yard Waste.

- 2.13.10 Extra Collection of Yard Waste shall be provided as an Additional Collection Service Option outside of the regular collection day. The RDU must contact the Hauler a minimum of twenty-four (24) hours prior to the requested collection. Extra Collection of Yard Waste will only be offered during normal business hours, Monday through Friday.
- 2.13.11 Late Set Out Collection of Yard Waste shall be provided upon request from the RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day to collect Yard Waste. If the Hauler has already finished collecting in the City that day, the Late Set Out Collection will be collected the following business day. In all other circumstances, the RDU must contact the Hauler not more than twenty-four (24) hours after scheduled collection to request Late Set Out Collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of Yard Waste as set forth in 2.13.10. Late Set Out Collection will only be offered during normal business hours, Monday through Friday. In the event the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.
- 2.13.12 RDUs no longer wishing to participate in the Yard Waste Collection program must cancel their Yard Waste Subscription Service with the Hauler before their first regularly scheduled Yard Waste Collection day. RDUs who cancel after their first regularly scheduled service day will be subject to full season of Yard Waste Subscription Service.
- 2.13.13 Haulers will provide Yard Waste collection through November 30<sup>th</sup>, 2021 to existing RDUs who arranged for collection for the 2021 Yard Waste season through their previous contracts. During the Cart Roll-Out Plan, as identified in Exhibit 6, RDUs shall have Yard Waste Cart(s) delivered if needed, according to their assigned Hauler under Organized Collection. There shall be no disruption to Yard Waste Collection during this process. RDUs will not be credited or re-billed for the remainder of the 2021 Yard Waste Season.

## **2.14 Bulky Waste and Electronic Waste Collection Services**

- 2.14.1 Bulky Waste and Electronic Waste Collection services shall be provided to RDUs as an Additional Collection Service Option on a subscription basis. Each Hauler shall provide all collection, processing and marketing or disposal services related to Bulky Waste and Electronic Waste items. Haulers will pick up items on a weekly basis or as needed.
- 2.14.2 Haulers may bill RDUs for Bulky Waste and Electronic Waste Collection separately from the quarterly bills. Payment by credit card can be taken at the time that services are requested, either by phone or online. Haulers may also send out physical bills and not collect payment at the time of scheduling.
- 2.14.3 The City reserves the right to publicize and/or distribute the Bulky Waste and Electronic Waste collection price schedules to RDUs and otherwise inform the public of Bulky Waste collection alternatives.



- 2.14.4 Haulers may, with City approval, license and contract with additional contractors to provide Bulky Waste and Electronic Waste collection services. Bulky Waste and Electronic Waste Collection from eligible RDUs shall not be exclusive to the Haulers. The City retains the right to license and contract with additional contractors to provide Bulky Waste and Electronic Waste collection services for City-coordinated disposal events.
- 2.14.5 The City will publish guidelines for eligible RDUs with instructions on how to properly set out Bulky Waste and Electronic Waste for Collection. If an RDU sets out additional materials that were not communicated to a Hauler or pre-paid for (if applicable), the Hauler will not be required to pick up said additional materials. The Hauler may, but is not required, to communicate with the RDU at that time and set up collection for extra materials at that time. Haulers shall not be required to collect Bulky Waste that does not meet published guidelines, but is required to leave an Education Tag or otherwise communicate to the RDU to explain the reason why the item was not collected.
- 2.14.6 Late Set Out Collection of Bulky Waste and Electronic Waste shall be provided upon request from the RDU. If the RDU contacts the Hauler by noon the day of Late Set Out, the Hauler will attempt to return that day if drivers with appropriate trucks are still operating in the city. If the Hauler is no longer operating in the City that day, the RDU must reschedule the requested collection. Late Set Out Collection will only be offered during normal business hours, Monday through Friday. If Late Set Out Collection requirements are not met, the RDU may request Extra Collection of Bulky Waste and Electronic Waste as set forth in Section 2.14.5. In the event the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

## **2.15 Organics Collection Services**

- 2.15.1 All RDUs will pay the same Organics rate whether or not they participate in Organics Collection. The rate charged to all RDUs for Organics Collection is included in Exhibit 2a. There shall be no additional charge to RDUs who opt-in and receive a Cart. The pricing for organics participation will follow a tiered structure based on the percentage of households in the organized solid waste collection program that opt-in to receive a Cart.
- 2.15.2 Organics shall be collected in Hauler-provided Organics Carts on the same day of the week as Trash, per the schedule specified by the Hauling Districts. Organics collection shall occur in the same location (i.e. at "Curbside") and similar manner as Trash collection.
- 2.15.3 The method of collection for Organics will be with a separate Organics Cart, in which organic materials, except for pizza boxes and egg Cartons, will be bagged in BPI certified compostable bags. All organic materials placed for collection shall remain the responsibility and in the ownership of the RDU until picked up by the

- Hauler, at which time title of the organic materials shall pass to the respective Hauler. Haulers may subcontract Organics Collection services to another Hauler.
- 2.15.4 Accepted organic materials for this program will be determined by Hennepin County's accepted organics materials list as referenced in Ordinance 13.
  - 2.15.5 The default Cart size shall be approximately 35 gallons. A 65-gallon Cart will be available if requested by the RDU, but must be approved by the City and Hauler before being delivered.
  - 2.15.6 Initial pricing is to be determined based on the existing Hennepin County Subsidized disposal/composting rate of \$25/ton (for 2021). Haulers may utilize any facility offering the Hennepin County Subsidized Rate without an additional approval process. Any increases to the Hennepin County Subsidized rate can be passed on to RDUs. A Hauler may be granted approval by the City to deliver organics to an alternate composting/organics management facility. Increased prices charged by the alternate facilities shall not be passed on to RDUs, provided the Hennepin County Subsidized Rate continues to be lower.

Disposal of organics collected from Richfield is not authorized unless the Hauler has received permission from the Commissioner of the MPCA as outlined in Minnesota Statutes, Section 115A.95. If disposal of organics takes place, the Hauler must notify the City in writing within five (5) days of receiving approval.

- 2.15.7 The City will publish guidelines for RDUs with instructions on how to store and properly set out Organics. RDUs are required to place their Organics in the Hauler's Organics Carts with the lid fully closed. RDUs will be required to set out Organics no later than 7:00 A.M. on their collection day. RDUs that do not have Organics Carts set out timely or properly according to guidelines shared with RDUs, and request a later pickup, will be charged a Late Set Out Collection fee as outlined in Exhibit 2.
- 2.15.8 "Walk-up" Collection of Organics Carts without additional charge may be allowed for eligible RDUs who apply and receive written City approval. The Hauler will be notified of any eligible RDUs and begin "Walk-up" Collection on the next scheduled collection day for the RDU. Each RDU shall clear a path for their Hauler to access and return carts. The Hauler shall notify the City of any alleged abuses of "Walk-up" Collection, which the City will investigate. Haulers will provide "Walk-up" Collection for convenience reasons for an additional fee.
- 2.15.9 Extra Collection of Organics shall be provided as an additional Service outside of the RDU's regular collection day. The RDU must contact the Hauler to schedule an Extra Collection of Organics not less than twenty-four (24) hours prior to the requested collection. Extra Collection of Organics will be only offered during normal business hours, Monday through Friday.
- 2.15.10 Late Set Out Collection of Organics shall be provided upon request from an RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day. In all other circumstances, the Hauler will return not more than twenty-four (24) hours after scheduled collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of

Materials as set forth in Section 2.15.8. Late Set Out Collection will only be offered during regular business hours, Monday through Friday. If the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

- 2.15.11 If an RDU requests a new Cart due to odor or being dirty, they will be charged a Cart delivery fee.
- 2.15.12 Organics shall not be commingled with any other waste stream at any point in the collection process. If a load of Organics is rejected and has been commingled with another city's organics, the City will not be held responsible for contamination and/or disposal fees.
- 2.15.13 If Organics are commingled with Organics from other cities, the Hauler is responsible for accurately determining to the best of their ability the tonnage of Richfield's Organics. Haulers shall share their measurement methods with the City or work with the City to determine an acceptable way to determine accurate tonnage.
- 2.15.14 Haulers are permitted to service the Carts in their preferred manner (automated, semi-automated, etc.). However, if a load of Organics is rejected, and the respective Hauler has chosen to not manually check the Carts before emptying them, then the City will not be held responsible for contamination and/or disposal fees. Regardless of the circumstances, if a load is rejected and landfilled, the Hauler will inform the City of the alternate disposal within three (3) days.
- 2.15.15 If there is visible contamination, the Cart will not be emptied and an educational tag will be left. If contamination is noted while a Cart is being emptied, the driver will leave an educational tag. Organics contamination/tags and relevant RDU information should be communicated via email to the City's Sustainability Specialist or another designee of the City within the next three (3) days so the City can work to educate the RDU. If tagging for the same offense occurs more than three (3) times, a Cart can be removed. A system for replacement after further education from the City will be developed.
- 2.15.16 All parties agree to negotiate in good faith to determine parameters and procedure for quarterly cart contamination checks. This mutually agreed upon system will focus on selected routes or a specific portion of a route, depending on the number of RDUs picked up. All parties will collaborate on identifying the RDUs and/or routes with Carts to be checked.
- 2.15.17 All parties agree to negotiate in good faith to determine the details of the Organics Collection program phased outreach and roll-out. This Contract will be amended accordingly when the details are finalized. Details shall be finalized at least two months in advance of the commencement date for this program.

## **2.16 Special Event Collections**

Trash and Recyclables Collections for other special events held on City property or sponsored in whole or in part by the City shall be contracted separately from this Contract.

### **2.17 Collections from City Buildings and Parks**

Trash and Recyclables Collection services at the City owned and operated buildings and parks shall be contracted separately from this Contract.

### **2.18 Public Education**

Haulers will collaborate with the City on communication, education, and outreach to RDUs to facilitate a smooth transition to organized collection. General public education responsibilities will be shared between the City and the Haulers as specified below.

2.18.1 The City will provide the following public education services:

- Educate RDUs on the general rules and requirements for disposal, including winter weather protocol and set out times and locations.
- Use social media channels to communicate timely service information and clarify RDU obligations.
- Adopt an annual public education work plan after consultation with the Haulers.
- Approve education components prior to sending or posting by Haulers.
- Promote educational learning sessions in Richfield.
- Partner with Hennepin County for public education assistance and funding.
- Maintain a City website page dedicated to Solid Waste Collection Services.
- Printing of all education pieces with the exception of the items specifically designated to the Haulers (i.e. educational tags).
- Design educational tags to be used by the Haulers to notify the RDU of items incorrectly prepared or placed for collections.

2.18.2 The Haulers will provide the following public education services:

- Haulers will be invoiced based on their market share for the printing and distribution costs of a Welcome Letter (prepared with the City) sent to each RDU prior to the start of the Organized Solid Waste Program.
- Haulers will be invoiced based on their market share for the mailing costs of an annual Solid Waste Services guide prepared with the City and County.
- Each Hauler agrees to maintain a link to the City of Richfield Solid Waste Collection Services website on their Richfield specific webpage.
- Printing and distribution of City-designed tags, as needed, to notify RDUs of items incorrectly prepared or placed for collection.
- The Haulers shall provide additional public education services as agreed to by both the City and Haulers.

## **2.19 Customer Service and Communication**

- 2.19.1 Haulers will accept and respond to all communications with RDUs regarding Services.
- 2.19.2 The City shall educate RDUs that the first point of contact with respect to any service or billing inquiry by an RDU shall be the responsible Hauler. To the greatest extent possible, Haulers shall attempt to resolve customer service issues directly between the RDU and the Hauler.
- 2.19.3 Each Hauler shall identify a contact person, their phone number and email address, listed in Exhibit 1, to receive all initial contact from the City regarding issues with residents, reporting, etc. This contact person shall be located within Minnesota.
- 2.19.4 The City requires responsive and friendly customer service at all times, including interactions with residents by employees on the collection route, interactions on the phone, emails, web sites, and in all other forms of communication. Haulers shall work to provide customer service in Spanish if requested by an RDU.
- 2.19.5 Each Hauler shall establish and maintain a customer service office for accepting and responding to complaints and customer telephone calls. The office shall be in service, at a minimum, during the hours of 8:00 a.m. until 5:00 p.m. Central Time on all days except Saturday, Sunday, and Holidays. Each Hauler's Customer Service Office shall have adequate staffing capacity during normal business hours so callers do not experience extensive hold times (defined as five (5) minutes or more). Notice of a service request shall be deemed received by the Hauler at the time a voicemail is left by the requesting RDU, and the voicemail shall be returned within one business day.
- 2.19.6 In the case of alleged Missed Collections, the Hauler shall investigate, and if such allegations are verified, the Hauler shall then collect the materials no later than 4 p.m. the next business day after being notified of the Missed Collection. Haulers will work to collect the materials the day of notification if drivers are still operating in the City at the time that they are notified.  
  
Haulers will use best efforts to collect all Friday Missed Collections on Friday. If a Friday Missed Collection cannot be collected on Friday, the Hauler will arrange for the Friday Missed Collection to be collected on the next business day. Missed Collections will be collected by either the Hauler directly or by a designated Subcontractor.
- 2.19.7 Upon notification of a Missed Collection from the City or RDU, the Hauler can investigate to verify the claim. The response time to service a Missed Collection shall be based on the initial report by the City or RDU to the Hauler of the Missed Collection, and not on the time the Hauler provides verification of the miss. Verification must include "Route-based" evidence entered in the field at time of collection in front of Customer address that the container was not out for collection when the Hauler provided service. If this verification is provided to the City, it is not deemed a Missed Collection, but a Late Set Out, and the Hauler

shall follow the procedure established in 2.11.12. "Route-based" evidence can be either a paper copy of an actual route sheet, GPS route report or route software report that illustrates the date of collection and the time of the attempted collection.

- 2.19.8 Each Hauler will make every effort to complete its entire collection on the scheduled collection day; however, there may be situations in which a Hauler determines that it will be unable to complete its collection route. Notwithstanding catastrophic conditions as set forth in 2.1.7, 2.1.8, and 13.8, if a Hauler determines before noon that it cannot complete that day's collection route, the Hauler will use best efforts to arrange for the collection of the materials on the same day by another Hauler or a designated Subcontractor. If this arrangement is not successful, Liquidated Damages under Section 14 may apply. If a Hauler determines after noon that it cannot complete that day's collection routes, the Hauler shall be required to service such locations by the end of the following day. The Hauler shall also notify the City as soon as possible within that same day of any instance where routes were unable to be completed. A Hauler may be penalized for failure to notify the City, in accordance with 14.1.

### 3 Hauler Reporting Requirements

#### 3.1 Reporting Requirements

Data and reports requested in this section shall be emailed directly to the City's Sustainability Specialist or another designee of the City. Apart from the specified timelines below, Haulers shall provide additional reports or data when requested by the City.

##### 3.1.1 Monthly Reporting

The following reports are due by the tenth (10<sup>th</sup>) day of each month, or the following business day if the tenth (10<sup>th</sup>) day is a weekend or holiday, from each Hauler:

- 1) An electronic report (i.e., in a Microsoft Excel spreadsheet) of the following total monthly collection weights or counts. Numbers need to be accurate, not estimated, unless the estimation process has been accepted by the City.
  - Trash (tons);
  - Recyclables (tons);
  - Yard Waste (tons or cubic yards);
  - Organics (tons);
  - Appliances (units);
  - Bulky Waste (units);
  - Electronic Waste (units);
  - Recycling set-out rate
  - Organics set-out rate



- 2) An electronic report (i.e., in a Microsoft Excel spreadsheet) of all “verified” Missed Collections from reports received by Hauler, and other complaints, which includes the following: the nature of the report or complaint; customer name, address, and phone number of the RDU (if relevant); the date and time received; the Hauler’s response; and the date and time of the response.

#### 3.1.2 Annual Reporting

A list of all RDUs serviced by each Hauler shall be maintained and updated by the Hauler in an electronic format (i.e., in a Microsoft Excel spreadsheet). The listing shall be updated each year by the tenth (10<sup>th</sup>) day of January and shall be made available at no cost to the City.

The list of RDUs shall be coded by service level, optional services, and other customer service notations. Each Hauler shall maintain a current record of all services by RDUs for:

- Trash (by Cart size);
- Recyclables (by Cart size);
- Organics (whether or not the RDU subscribes);
- Yard Waste (whether the RDU subscribes on an annual basis or uses the pay-per-bag option);
- Bulky and Electronic Waste (whether or not the RDU uses the fee-for-service option);
- Walk-up collection (whether or not the RDU has applied for and been approved by the City for this option);
- Extended leave (whether or not the RDU has applied for and been approved by the City for this option); and
- Other Solid Waste Service notes as needed to provide a full and complete description of the RDU’s service levels and needs.

#### 3.1.3 Annual Progress Report

The Haulers and City shall meet in person on an annual basis in February of each year. Topics shall include, but not be limited to:

- Annual progress discussion with plans for the next year.
- Certification that the route maps as specified in this Contract are up to date.
- Any other industry relevant information or updates.
- Recommendations to improve recycling, organics, and waste reduction.

#### 3.1.4 Participation Rate Study

All parties agree to cooperate in good faith to execute a Participation Rate Study, if it is determined by the City to be needed after implementation of the organized solid waste collection program.

The participation rate is a better indication of overall participation because it includes RDUs that recycle at least once a month, as some RDUs may not set out recycling or organics each collection week. It more accurately indicates how many RDUs are participating in the recycling and organics recycling programs

overall, as opposed to the number of participants on a specific day. The Haulers shall conduct participation studies to determine a participation rate at no additional cost to the City.

The participation studies will span one month of collections once a year. The City will randomly select sections to study for each daily route, with each section being comprised of about 200 RDUs per day, for a total study of over 1,000 RDUs. These same sections will be studied every year for consistency. Haulers will tally the exact number of RDUs that set out recycling or organics recycling (depending on the study being conducted) for collection in the morning of their collection day. The four-week study will track participation rates over the five days of collections during the week, totaling 20 days of set-out tracking.

#### 3.1.5 Annual Field Audit

At least one time per year, each Hauler shall conduct its own field audit to verify the estimated RDU counts and Collection Service levels provided in this Contract. All eligible RDU addresses within the Hauler's Collection Zones shall be recorded and reported to the City in a format to be specified by the City.

#### 3.1.6 Annual Recycling Audit

Haulers will coordinate and complete an Annual Recycling Composition Audit in a summer month at an agreed upon MRF, to determine composition of recyclables. City staff shall be invited by the Haulers to be present for the sorting. The audit will include agreed upon representative samples of RDUs to calculate the:

- Quantity of recyclables collected, by material type (in tons)
- Quantity of process residuals disposed of (in tons)

The material types sorted during the audit shall reflect the categories of materials represented in the Recycling Commodity Adjustment Offset Fee.

The City and Haulers will apply the recycling composition to determine the Recycling Commodity Adjustment Offset Fee, as described in Exhibit 3.

#### 3.1.7 Annual Organics Composition Audits

Each year, Haulers will cooperate with the City in the coordination of Organics Composition Audits at an agreed upon facility to determine Organics composition levels and other aspects of Organics Collection, including but not limited to contamination levels. This may include, but is not limited to altering areas of collection during study, delivery of loads (full or partial) to sort location, and tracking collection data. If an audit is unable to happen at SMSC, Haulers will be requested to help secure a different location. The audits will include agreed upon representative samples of RDUs to calculate the weight of residual materials disposed and the percentage of contamination in the load.

#### 3.1.8 Other Collection Records

Each Hauler will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver identification, vehicle number, rate and gross weight, net weight, and number of stops for each loaded vehicle. Each

Hauler shall retain truck scale weight tickets for all waste streams for City inspection upon request for a period of at least three (3) years. Haulers may report Yard Waste by volume in terms of cubic yards if the Composting Facility does not have a truck scale (in which case the Haulers shall retain Yard Waste payment receipts for a period of three (3) years).

### **3.2 Hauler's Safety Plans Including Accident Reporting**

- 3.2.1 Haulers shall comply with the safety provisions of all applicable laws and federal, state, county, and city laws, statutes, regulations, ordinances, and policies, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the minimization of hazards, and worker safety training.
- 3.2.2 The City reserves its rights to request additional documentation of the Haulers regarding their safety plans, accident reports, and compliance records solely with respect to the Hauler's performance of its obligations under this Contract.
- 3.2.3 Each Hauler shall exercise necessary precaution at all times to protect the safety of each Hauler's employees as well as residents and their property.
- 3.2.4 Within one (1) business day, Haulers shall notify the City of any accident, of any kind, involving a Hauler performing services under this Contract and the general public, as well as any property damage accident involving private, public, or individual Hauler property.
- 3.2.5 Within one (1) business day, Haulers shall notify the City of any release of any oils or fluids (including but not limited to vehicle fuel, coolant, hydraulic fluid, brake fluid) or scattered materials or load contents onto City streets or otherwise into the environment.
- 3.2.6 Haulers shall provide the City with a written report the next business day including the details of any such release of any oils or fluids and identify the measures used to remedy the accident or remove and dispose of any release.

## **4 Taxes, Licenses and Permits**

Each Hauler shall pay all sales, use, property, income, and other taxes and service charges that are lawfully assessed against the City or any Hauler in connection with such Hauler's performance of the Services hereunder and shall obtain, maintain and pay for all licenses, permits, certificates of authority, inspections, and other obligations required for performance of the Services.

Only City-licensed companies shall be allowed to collect Solid Waste under the Contract with the City. The City shall not arbitrarily revoke or decline to renew any Hauler's license to operate in the City without good cause during the term of this Contract.

## 5 Independent Contractor

- 5.1** Nothing in this Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the parties. The Haulers are to be and shall remain independent contractors with respect to all services performed under this Contract and are not considered employees of the City.

Each Hauler has secured, or will, secure at their expense, all personnel required to perform its portion of the Services identified in this Contract. All personnel of the Hauler, or any other persons engaged in performing the Services, and any and all claims whatsoever on behalf of any such person(s) or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Haulers, officers, agents, contractors or employees shall in no way be the responsibility of the City.

Such personnel or other persons shall not be entitled to any compensation, rights or benefits from the City relating to their employment with each Hauler, including, without limitation, tenure rights, medical and hospital care, personal and vacation leave, workers' compensation, unemployment compensation, disability, severance pay and public pension benefits.

### **5.2 Subcontractor**

Each Hauler will properly supervise and control its respective employees and Subcontractors.

### **5.3 Subcontractor Payment**

Each Hauler must pay any Subcontractor within ten (10) days of the Hauler receipt of payment from the City for undisputed services provided by the Subcontractor, unless otherwise agreed to by contract between the parties. The Hauler agrees that it must pay interest of one and one-half percent (1.5%) per month or any part of a month to the Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of one-hundred dollars (\$100) or more is ten dollars (\$10). For an unpaid balance of less than one-hundred dollars (\$100), the Hauler shall pay the actual penalty to the Subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from the Hauler may be awarded its reasonable costs and disbursements, including attorney's fees, incurred in bringing the action.

## 6 Title to Solid Waste

Title to all Solid Waste and all incidents of ownership of the Solid Waste and Recyclable Materials shall pass to the Hauler when such materials are placed into the Collection Vehicle with the exception of Unacceptable Materials. Ownership and liability of Unacceptable Materials, as defined in this Contract, shall remain with the individual RDU.

## 7 Assignment

- 7.1 All proposed subcontractors shall be explicitly identified to the City by each Hauler.
- 7.2 Neither party shall assign this Contract or any interest arising therein, without the written consent of the other party.
- 7.3 Each Hauler shall be as fully responsible and accountable to the City for the acts and omissions of all its subcontractors, and of persons either directly or indirectly employed by the Hauler, as they are for the acts and omissions of persons directly employed by them. Upon written notice from the City that a Subcontractor fails to perform its duties in a satisfactory manner, the Hauler will investigate any and all such claims and report back to the City.
- 7.4 Nothing in this Contract shall create any contractual relationship between any subcontractor and the City. The Haulers and the Haulers' Surety alone shall be held responsible for the full and faithful performance of this Contract.

## 8 Rights of Use

The Haulers agree that the City will own and have the right to use, reproduce and apply as it desires, any data, Contract routes, reports, analyses and materials which are collected or developed by the Haulers or anyone acting on behalf of the Hauler as a result of this Contract.

## 9 Performance and Payment Bonds

- 9.1 Haulers are required to comply with Minnesota State Statutes, Section 574.26 through 574.32: Public Contractors' Performance and Payment Bond Act for all public works projects in excess of \$175,000. Each Hauler shall furnish a Performance Bond and a separate Payment Bond. The value of each bond will equal 100% of the annual value of the Services to be provided by each respective Hauler, or \$175,000, whichever is greater. The Performance and Payment Bonds shall be furnished by a corporate surety company authorized to do business in the State of Minnesota and acceptable to the City, subject to approval of the City Attorney as to form, within thirty (30) days after execution of this Contract.
- 9.2 A Performance Bond and Payment Bond continuation certificate shall be delivered to the City by each Hauler at least thirty (30) days before the expiration of said bond. Failure of the Hauler to provide a continuation certificate thirty (30) days before expiration of the bond shall constitute a material default on the part of the Hauler as defined in Section 12.1.1 of the Contract.
- 9.3 The condition of said Payment Bond shall be that the individual Haulers shall faithfully perform all provisions of the Contract and the specifications and shall pay all laborers, mechanics and subcontractors and material, and all persons who shall supply such person or persons, or subcontractors with provisions and supplies for the performance of the Contract; provided that the bond shall not be security for money loaned or advanced to the Hauler, subcontractor or other person in the performance of the Contract.

## 10 Indemnification and Liability

- 10.1 Each Hauler, for its particular acts as set forth below, (“Indemnitor”), and any and all officers, employees, contractors, subcontractors, and agents of the Hauler, or any other person engaged by the Hauler in the performance of the services pursuant to this Contract shall defend, indemnify and hold harmless the City and its officials, officers, agents, contractors, and employees (“Indemnitees”) from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney’s fees and expenses of litigation, provided that such claim, damage, liability, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property, including a loss of use resulting therefrom, to the extent caused by any negligent act or omission or willful misconduct of Indemnitor. Nothing in this section requires a non-Indemnitor Hauler to indemnify an Indemnitee.
- 10.2 When requested by the City, a Hauler shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under a Contract, for which the City may become liable under the laws of the State of Minnesota, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount may be retained from money due the Hauler which will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.
- 10.3 Nothing in this Contract shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.
- 10.4 Nothing in this Contract shall constitute a waiver or limitation of any limitation on liability to which each Hauler is entitled to under Minnesota Statutes, Section 115A.94, Subdivision 4f.

## 11 Insurance Requirements

Each Hauler responsible for providing Services under this Contract shall maintain insurance coverage in the amounts shown below during the entire term of the Contract. Each Hauler and any subcontractor hired may combine the identified underlying coverage with umbrella or excess coverage to meet the minimum limits identified below. The City shall be named as an additional insured on each individual Hauler’s commercial general liability, auto, and umbrella policies. Certificates of said insurance evidencing all of the coverages listed below, as well as evidence that the City has been named as an additional insured on the policies, shall be provided to the City by each Hauler before any work under this Contract may commence. Haulers shall not allow any subcontractor to commence work until all insurance has been obtained and certificates of insurance have been filed and accepted by the City. Each Hauler shall maintain a valid certificate of insurance referencing the limits included below on file with the City.

### 11.1 Commercial General Liability



Each Hauler shall maintain Commercial General Liability insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Hauler or by a subcontractor or by anyone directly or indirectly employed by the Hauler under the Contract. Insurance minimum limits are as follows:

- a) Per occurrence: \$2,000,000
- b) Annual aggregate: \$4,000,000
- c) Annual aggregate – Products/Completed Operations: \$2,000,000

The following coverage shall be included:

- a) Premises and Operations Bodily Injury and Property Damage
- b) Personal and Advertising Injury
- c) Blanket Contractual Liability
- d) Products and Completed Operations Liability

## **11.2 Business Automotive Liability**

Each Hauler shall maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of autos which may arise from operations under this Contract, and in case any work is subcontracted the Hauler will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- a) Per occurrence Combined Single limit for Bodily Injury and Property Damage: \$2,000,000
- b) Coverage should include: Owned, Hired, and Non-owned Automobile.

## **11.3 Workers Compensation**

Each Hauler shall provide Workers' Compensation insurance, as required by Minnesota Statutes, Section 176.181 for all its employees. If any work is subcontracted, the Hauler shall require each Subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements, including Coverage B, Employer's Liability.

The Contractor shall also provide Employer's Liability Insurance with minimum limits as follows:

- a) \$500,000 – Bodily Injury by Disease per employee
- b) \$500,000 – Bodily Injury by Disease aggregate
- c) \$500,000 – Bodily Injury by Accident

## **11.4 Additional Insurance Conditions**

11.4.1 The insurance policy(s) required under this Contract shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of performance under this Contract;

- 11.4.2 The insurance policy(s), excluding worker's compensation and, if applicable umbrella, and Certificate(s) of Insurance required under this Contract shall contain a provision that coverage afforded under the policy(s) shall not be cancelled without at least thirty (30) days advanced written notice to City, or ten (10) days for non-payment of premium. Words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken;
- 11.4.3 The insurance policy(s) required under this Contract shall include legal defense fees in addition to its liability policy limits; and
- 11.4.4 The insurance policy(s) required under this Contract shall have an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
- 11.4.5 Failure to maintain the insurance policy(s) required under this Contract that are not in compliance with the insurance requirements will constitute a material default. The City reserves all rights to pursue any legal remedies against any Hauler.
- 11.4.6 Each Hauler and its subcontractor(s) shall furnish the certificates of insurance naming the City as an additional insured as required above prior to performing any duties on the Hauler's behalf.
- 11.4.7 It shall be the Hauler's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the Contract.

## **12 Default, Termination, and Mediation**

### **12.1 Default and Termination**

- 12.1.1 The following events shall be considered a material default of this Contract:
  - a) If a Hauler fails to perform or unnecessarily delays any of the services or obligations to be performed under this Agreement;
  - b) If a Hauler assigns or transfers this Agreement without the City's prior written consent;
  - c) If a Hauler files for bankruptcy or is adjudged bankrupt;
  - d) If a general assignment of assets is made for the benefit of a Hauler's creditors;
  - e) If a receiver is appointed for the Hauler of any of its property
- 12.1.2 The City may take whatever action at law or in equity to collect damages arising from a default of this Contract. In the event of a material default, the City must serve written notice upon all Haulers of the City's intent to terminate this Contract with respect to the individual Hauler. Unless the Hauler has cured the default within twenty-one (21) days after the City served such notice of default, the Contract shall terminate with respect to the individual Hauler in default. The City and the Hauler in default may agree, with the prior written consent of both parties, to a continuance of the period in which the Hauler must cure the default.

- 12.1.3 In the event of default or nonperformance on the part of a Hauler, the Hauler shall be liable to the City for all excess costs sustained by the City by reason of the Hauler's default. Should such costs to the City be greater, the Hauler shall be liable for and pay any amount of such excess to the City.
- 12.1.4 In the event of a Hauler's default under the terms of this Contract, the Surety on the Performance Bond shall assume the Contract, and expense incurred by reason of such default shall be due and payable to such Surety.
- 12.1.5 In the event of a Hauler's material default and termination under this Contract, the collection zone of the Hauler in default, as depicted in Exhibit 4, shall be re-allocated among the remaining Haulers according to market share percentages established at the date the Agreement was executed. If the remaining Haulers do not agree to this reapportionment, the City will determine the reapportionment, as directed by an arbitrator of the City's sole choice and at the cost of the remaining Haulers.

## **12.2 Mediation**

The City and the Haulers agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Contract to mediation. This dispute resolution process shall apply, without limitation, to disputes regarding whether a sufficient basis for termination exists and other disputes. The parties shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

## **13 Policy**

### **13.1 Policy Compliance**

Each Hauler agrees to require each of their agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Contract. Each Hauler agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

### **13.2 Nondiscrimination Clause**

During the performance of the Contract, each Hauler shall be in compliance with applicable federal, state, county, and city laws, statutes, regulations, ordinances, and policies, including without limitation, Minnesota Statutes, Section 181.59, and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, gender expression, disability, age, marital status, genetic information, status with regard to

public assistance, veteran status, or familial status. Each Hauler will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **13.3 Minnesota Government Data Practices Act Compliance**

Data provided, produced or obtained under this Contract shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Within one business day, each Hauler shall report to the City any requests from third parties for information relating to this Contract. Each Hauler agrees to promptly respond to inquiries from the City concerning data requests.

### **13.4 Audit**

All books, records, documents and accounting procedures and practices of the Haulers relevant to the Contract shall, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5, be subject to examination at all times by the City and/or by the Legislative Auditor or State Auditor for a minimum of six (6) years. The Haulers shall maintain such records for a minimum of six (6) years after final payment.

### **13.5 Americans with Disabilities Act Compliance**

Each Hauler agrees to comply with the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008 (ADAAA), and Section 504 of the Rehabilitation Act of 1973. Haulers shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Each Hauler agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of the ADA, the ADAAA, and/or Section 504 caused by the Hauler.

### **13.6 Minnesota Human Rights Act Compliance**

Each Hauler agrees to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A.

### **13.7 Conflict of Interest**

Each Hauler agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed Contract or the proceeds thereof. Violation of this provision shall cause the executed Contract to be null and void and the Hauler will forfeit any payments to be made under the executed Contract.

### **13.8 Force Majeure**

- 13.8.1 Neither party shall be liable for any delays in performance or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, pandemic, fire, flood, storm, earthquake, tornado, or any act of God. Labor disruptions such as strikes, lockouts or work slow-downs shall not be considered beyond the reasonable control of the Haulers.
- 13.8.2 The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

## 14 Liquidated Damages

### 14.1 Acts or Omissions

- 14.1.1 The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of breaches of performance under the Contract. The assessment of liquidated damages shall be at the reasonable discretion of the City. Each Hauler will be charged individually for their own actions or omissions.
- 14.1.2 The City may deduct the full amount of any liquidated damages from any payment due to a Hauler, but any liquidated damages not so deducted shall remain the obligation of the Hauler and be payable to the City on demand.
- 14.1.3 The City may assess liquidated damages in lieu of other remedies available to the City for breach of the Contract. The City's failure to impose liquidated damages for lack of performance shall not constitute a waiver of the City's other rights and/or remedies, including but not limited to those under the Contract.
- 14.1.4 No Haulers shall be liable in any manner and shall not be considered in default or assessed Liquidated Damages for any failure to perform its obligations if such failure to perform is due to a Force Majeure event as described in Section 13.8 or is solely due to the actions of an RDU.
- 14.1.5 The City and each Hauler shall communicate on a regular and an as-needed basis related to customer complaints, accidents, billing errors, and other incidents. The following general incident escalation procedure provides a general guide for managing such communications:
- All complaints and incidents shall be communicated to a Hauler in writing by the City. Such writing will contain a proposed cure and response timeline which must allow the Hauler a practicable period of time in which to cure the issue, but in no circumstance less than one business day from Hauler's receipt of the complaint.
  - If a complaint or incident is not cured within the established response timeline, the City reserves the right to provide additional response timelines via a second and third written communication containing a warning that liquidated damages may be imposed if there is a failure to cure.
  - If a problem is not cured within the timeline stated in the letter(s), the City will impose liquidated damages on the Hauler.
  - If a problem remains chronic and uncured (defined as five instances within a 30 day period), the City may initiate breach procedures to notify the Hauler.

14.1.6 Liquidated damages shall be paid by the Hauler to the City within 30 days after assessment of the liquidated damages.

14.1.7 The following acts or omissions shall be considered a breach of the Contract if chronic and uncured, and for the purpose of computing liquidated damages under these provisions:

- Failure to properly deliver Carts to new customers as defined in the Cart roll-out plan: \$50 per incident.
- Failure to respond to service complaints within 24 hours: \$50 per incident.
- Failure to provide adequate notice to an RDU refused for collection service for cause (educational tagging or other communication outlined in this Contract): \$50 per incident.
- Failure to return Carts to original location and/or close lids at the time the Cart is emptied: \$50 per incident.
- Failure to collect properly notified Missed Collections within timeframe specified in this Contract: \$100 per incident.
- Failure to notify the City of non-completion of daily collection: \$200 per incident.
- Failure to clean up oils and fluids (including but not limited to vehicle fuel, coolant, hydraulic fluid, brake fluid), scattered materials or load contents that spill during collection operations, creating instances where city staff is required to come out and clean up: \$200 per incident.
- Making changes to disposal/processing facilities prior to receiving City approval, as applicable: \$1,000 per incident.
- Failure to provide or maintain reports or required records (including weight tickets): \$100 per incident.
- Failure to conduct and report results of the annual recycling composition analysis: \$1,000 per incident.
- Failure to correct a billing error (one or both):
  - Minor billing error defined as a mistake made on one or more RDUs' bills that is not reflective of the services they have received: \$50 per incident; and/or
  - Major billing error defined as a mistake made on 25% of RDUs' bills that is not reflective of the services they have received: \$1,000 per incident.
- Failure to comply with Cart ownership, management, handling, and care specifications as outlined in this Contract: \$50 per incident.
- Missing entire blocks/neighborhood. A missed block is defined as a majority (50% or more) of one or both sides of a street or alley that is not picked up by 10 p.m. on any given scheduled collection day and is not otherwise excused under this Contract: \$250 per incident, not to exceed \$2,500 for an instance where multiple blocks were missed in a single day.



## 15 Notices

### 15.1 Communication Procedures to Notify A Hauler of a Contract Violation

The City will notify a Hauler in writing of any violation of the Contract or other law, statute, regulation, ordinance, or policy. Notification will be considered to be delivered upon receipt of an email from the City's representative and liquidated damages penalties shall not be assessed if the issue is timely addressed. Unless a longer period is allowed under this Contract, the Hauler shall notify City in writing within twenty-four (24) hours of its remedy, unless the nature of the violation requires immediate or earlier remedy under this Contract.

### 15.2 Address

15.2.1 Unless otherwise specified in this Contract, any notice or demand required or permitted to be given or made thereunder shall be sufficiently given or made by e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to City:

City of Richfield  
Attn: City Manager  
6700 Portland Ave.  
Richfield, MN 55423

Email: City Manager Katie Rodriguez at [krodriguez@richfieldmn.gov](mailto:krodriguez@richfieldmn.gov)

If to a Hauler: Use contact information listed under Exhibit 1 for each Hauler

15.2.2 Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.

15.2.3 Notice delivered by messenger, overnight delivery, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of three (3) days after the U.S.P.S. postmark.

## 16 Severability/Compliance with Laws

If any of the provisions of the Contract are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Contract as a whole or of any section, subsection, sentence or clause not adjudged to be invalid so long as the material purposes of this Contract can be determined and effectuated.

Each Hauler shall be familiar with, observe and comply with all federal, state, county, and City laws, statutes, regulations, ordinances, and policies which in any manner affect those engaged or employed in the work, or the materials, facilities or equipment used in the proposed work, or which in any way affect the conduct of the work, and shall protect and indemnify the City

and its officials, officers, agents, contractors, and employees harmless from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and expenses of litigation arising from or based on any violation of the same.

If a Hauler shall discover any provision in the specifications or the Contract which is contrary to or inconsistent with any law, statute, regulation, ordinance, or policy, the Hauler shall report it to the City in writing within one business day.

Amendments to existing regulatory laws, statutes, regulations, ordinances, and policies and enactment of new laws, statutes, regulations, ordinances, and policies shall not serve as justification for the Haulers to terminate their obligations under any Contract, unless said amendments make the completion of a Contract impossible.

## 17 Governing Law and Venue

Any suits at law or in equity arising out of or concerning the Contract shall be governed by Minnesota law without regard to conflicts of laws principles. The parties further agree that the exclusive venue for any such suits shall be Hennepin County District Court, Hennepin County, Minnesota or, if in federal court, within the U.S. District Court for the District of Minnesota.

## 18 Right to Require Performance

18.1 The City's failure at any time to require performance by the Haulers of any of the specifications in the Contract shall in no way affect the right of the City thereafter to enforce same.

18.2 The failure of the City to require the performance of any term or obligation of this Contract, or the waiver by the City of any breach of this Contract, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

## 19 Amendments

Any alterations, amendments, deletions, or waivers of the provisions of the executed Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

## 20 Entire Contract

The executed Contract supersedes all oral Contracts and negotiations between the parties relating to the subject matter hereof as well as any previous Contracts presently in effect between the parties relating to the subject matter hereof.

## 21 Billing, Fees, and Method of Payment

### 21.1 Billing Procedure

- 21.1.1 Haulers shall bill each RDU they service for all services received including Trash, Recyclables, Yard Waste, Organics, and any requested Additional Collection Service Options on a quarterly basis (except for Bulky Waste and Electronics for which Haulers may elect to bill contemporaneously with service). All RDUs should be invoiced at a minimum for Trash Service, Recyclables Service, and Organics Service. Haulers shall be responsible for invoicing, collecting payments, and performing administrative functions related to billing each RDU for services.
- 21.1.2 The cost of services under this Contract shall be the prices listed under Exhibit 2, subject to applicable annual escalators. Each year, Haulers and the City will calculate the following year's recycling commodity adjustment cost by October 1<sup>st</sup>. If the Trash Disposal Facility raises its tipping fees, Haulers must submit new proposed disposal costs within thirty (30) days of the publication of the tipping fee increase. Such price changes shall take effect and apply to services rendered after January 1<sup>st</sup> of the following year. If the Trash Tipping Fee increases or decreases, the according Trash disposal price will increase or decrease pursuant to a proportional percentage equivalent to the percentage increased or decreased Tipping Fee.
- 21.1.3 Other than those fees, charges, and rates expressly stated in Exhibit 2 or in this Contract, Haulers shall not impose any additional fees, taxes, or surcharges of any kind or impose any other increase in the prices and rates for Services within the explicit scope of this Contract.
- 21.1.4 Haulers shall invoice RDUs by mail or email on the 5<sup>th</sup> day of the first month of Services for the quarterly period (which begin on the first day of January, April, July, and October). If the 5<sup>th</sup> day is a holiday, the Haulers shall invoice RDUs on the next business day. RDUs shall remit payment in full by the 25<sup>th</sup> of the same month.
- 21.1.5 Haulers shall send itemized invoices which include, but are not limited to: Trash Cart size/service level charge, Recycling charge, Organics charge, any Additional Service Options provided during the preceding quarter (excluding bulky item or electronics charges if they have already been paid by the RDU), dates of service, service address, billing address, credits, taxes, and payments received.
- 21.1.6 Invoices not paid by the due date are subject to a five percent (5%) monthly late fee which shall be imposed on the original notice of non-payment. The notice of non-payment and late fee shall be sent when payment has not been received by the end of the first month of service for the period being billed. For example, an invoice dated January 5<sup>th</sup>, not paid by January 25<sup>th</sup> would incur its first late fee on February 1<sup>st</sup>. The Hauler shall send periodic notice of non-payment to the RDU at least for the first month of every quarter while the invoice is unpaid.
- 21.1.7 If an RDU disputes any charges, they must notify their Hauler within thirty (30) days of the date of the invoice. Haulers are not required to refund any charges for an RDU who failed to provide written notice of a disputed charge within thirty (30) days of the invoice date. An RDU shall have conclusively agreed to any invoiced amounts upon failure to deliver a written objection within thirty (30) days after the invoice date.

- 21.1.8 Each Hauler shall directly pay the Trash Disposal Cost to the Trash Disposal Facility. The Contract Price for Trash Disposal Service may be adjusted as set forth in 21.1.2 to reflect actual changes in the Contracted Hauler Tipping Fee as adopted by Hennepin County at HERC. The actual Disposal Cost at the City Assigned Trash Disposal Facility at the time of Contract execution will be defined as the benchmark disposal price. Documentation from the City-Assigned Trash Disposal Facility must be provided to the City. The benchmark Trash disposal price (disposal contract price or contracted Hauler tipping fee) at HERC is sixty-three dollars (\$63) per ton in 2021 and is dependent upon the parties' mutual understanding that all residential waste collected under this Contract will be charged the contracted Hauler tipping fee and that the quantity of waste disposed of at HERC under this Contract will not adversely impact the limit placed on individual Haulers by Hennepin County as it relates to waste not generated under this Contract. It is further the parties' mutual understanding that HERC will not charge the tonnage of such waste collected against an individual Hauler's maximum delivery amounts. If this understanding proves incorrect or the pricing is later increased or maximum delivery amounts are decreased or redefined, the Contract Price for Trash Disposal shall be modified accordingly to reflect the increased cost of disposal.
- 21.1.9 The monthly Organics rate charged to each RDU in this Contract, as defined in Exhibit 2a, incorporates a collection price and a disposal price for Organics. The benchmark Organics disposal price (Hennepin County's subsidized disposal contract price) is twenty-five dollars (\$25) per ton in 2021. If the Organics disposal price is increased to thirty-five dollars (\$35) per ton in 2022, the Contract's monthly Organics rate per RDU in Exhibit 2a will not be increased. If any other benchmark Organics disposal price increases occur during the term of this Contract, the Haulers shall propose a potential cost increase recommendation for the Organics disposal price. The City and the Haulers will enter into discussions and amend the Organics disposal price and the monthly Organics rate, if the Haulers provide calculations warranting an amendment.
- 21.1.10 In the event that collection or disposal costs for any waste stream increase or decrease because of unanticipated market adjustments, the City and Haulers shall enter into good faith negotiations in order to determine if an increase or decrease to the rates is warranted; provided, however, that neither party is not obligated to consent to any such increase or decrease.

## **21.2 Assessment Procedure**

- 21.2.1 By August 1<sup>st</sup> of each year, Haulers must submit all unpaid RDU balances greater than one hundred dollars (\$100) to the City, along with documentation of the Hauler's efforts to collect. City staff will verify the accuracy of the unpaid balance and send the unpaid balances list to the City Finance Department for processing. If any RDU makes payment on a delinquent account after August 1 and before

the City sends assessment letters in September, the Hauler will notify the City of the amounts paid.

- 21.2.2 The Finance Department will prepare an assessment roll for the delinquent amounts and will schedule a public hearing with the City Council in October of each year for adoption of the assessment roll.
- 21.2.3 If, prior to the public hearing, any Hauler receives payment on any delinquent RDU account, the Hauler will notify the City of the amounts paid.
- 21.2.4 After the public hearing in October, the City will reimburse the Haulers for their respective total of delinquent amounts to be assessed by the City. After the public hearing, any payments received by the Haulers on delinquent accounts must be submitted to the City.
- 21.2.5 The City Finance Department will accept payments on delinquent accounts up until November 15 of each year. Thereafter, the City will certify all remaining delinquent charges to Hennepin County for assessment and collection along with property taxes.
- 21.2.6 The City reserves the right to change its assessment procedure described in this Section. The City will communicate any changes in its assessment procedure to the Haulers in advance of the changes.

## 22 Price Adjustment on the Contract Price

The Contract Prices for Services are set in accordance with Exhibit 2. The Contract Prices are guaranteed through October 4, 2028. Annual rate adjustments as identified below shall be applied all collection rates set forth on Exhibits 2a and 2b.

A mid-Contract review meeting will be held in 2025 (before October 1<sup>st</sup>, 2025). At this meeting, Haulers and the City will review the 3.5% annual increase for the remainder of the Contract and determine if this percentage or any other pricing needs to be adjusted to reflect markets or other circumstances.

Annual price escalators during the Contract Term shall be as follows:

Year 1	October 4, 2021 through December 31, 2022	As set in Exhibit 2
Year 2	January 1, 2023 through December 31, 2023	3%
Year 3	January 1, 2024 through December 31, 2024	3%
Year 4	January 1, 2025 through December 31, 2025	3%
Year 5	January 1, 2026 through December 31, 2026	3.5%
Year 6	January 1, 2027 through December 31, 2027	3.5%
Year 7	January 1, 2028 through October 4, 2028	3.5%

## 23 Signatures

In witness hereto, the City and the Haulers have executed this document as of the day and year first above written.

CITY OF RICHFIELD, MINNESOTA  
A Minnesota Home Rule Charter city

By: \_\_\_\_\_  
Maria Regan-Gonzalez

Its: Mayor

By: \_\_\_\_\_  
Katie Rodriguez

Its: City Manager

Reviewed and Approved:

\_\_\_\_\_  
Mary D. Tietjen  
City Attorney

Aspen Waste Systems of Minnesota, Inc.

By: \_\_\_\_\_  
Thor W. Nelson

Its: Chief Operating Officer

Allied Waste Services of North America, LLC d/b/a Republic Services of  
the Twin Cities-Eden Prairie

By: \_\_\_\_\_  
Brandon Schuler

Its: General Manager

Waste Management of Minnesota, Inc.



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

Tom Beaulieu

Its: Area President

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**Exhibit 1**

**List of Participating Licensed Residential Haulers**

Aspen Waste Systems of Minnesota, Inc.

2951 Weeks Avenue S.E.

Minneapolis, MN 55414

Phone: 612-884-8028

Customer Service Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Allied Waste Services of North America, LLC d/b/a Republic Services of the Twin Cities-Eden Prairie

9813 Flying Cloud Drive

Eden Prairie, MN 55437

Phone: 952-941-5174

Customer Service Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Waste Management of Minnesota, Inc.

1901 Ames Drive

Burnsville, MN 55306

Phone: 952-890-1100

Customer Service Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## **Exhibit 2**

### **Residential Solid Waste Collection Services Price Schedule**

Exhibit 2 includes the following attachments:

Exhibit 2a—Trash, Recyclables, Organics, Yard Waste, Holiday Tree Collection Services, and Cart Exchanges, Extra Collection and Late Set Out Collection Services

Exhibit 2b—Bulky Waste Items and Electronic Waste

Exhibit 2c—Other Services: One Time Cart Switch-Outs

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**Exhibit 2a**

**Residential Solid Waste Collection Services Prices for:  
Trash, Recyclables, Yard Waste, Holiday Tree Collection, Cart Exchanges, Extra  
Collections, and Late Set Out Collection Services**

**Price for Trash Collection Services**

Service Level		Collection Price	Disposal Price	Total	(Units)
Small Cart (e.g., 35-gallon)	Every other week	\$6.25	\$1.25	\$7.50	(\$/HH/month)
Small Cart (e.g., 35-gallon)	Weekly	\$7.25	\$2.25	\$9.50	(\$/HH/month)
Medium Cart (e.g., 65-gallon)	Weekly	\$7.75	\$4.25	\$12.00	(\$/HH/month)
Large Cart (e.g., 95-gallon)	Weekly	\$8.25	\$6.25	\$14.50	(\$/HH/month)
On-call or Overflow Trash	As needed	\$5.00		\$5.00	(\$/bag)

Note: Prices in this schedule are for the base collection service only without the County Solid Waste Management Fee and without the State Management Tax.

**Price for Recycling Collection Service**

	Service Level	Collection Price (-)	Commodity Adjustment Offset Price <sup>(a)</sup>	Total Price	Units
Citywide Option #1	Every other week	\$7.00 (-)	Determined Annually	\$7.00 minus Commodity Adjustment Offset Price	(\$/HH/month)
Citywide Option #2	Weekly <sup>(b)</sup>	\$14.00 (-)	Determined Annually	\$14.00 minus Commodity Adjustment Offset Price	(\$/HH/month)

(a) The Commodity Adjustment Offset shall be determined by October 1 of each Year, to be applied to the rates for the following Year. The value shall be determined as described in Exhibit 3.

(b) The City may choose to implement the “weekly” Recycling service level; provided, however, that the City must provide the Haulers with at least 6 months advance written notice. This Contract price is displayed in case the City elects to implement this option.

**Prices for Organics Collection Service**

<b>Program Participation Level</b>	<b>Collection Price</b>	<b>Units</b>
0-30%	\$5.00	(\$/HH/month)
31-50%	\$5.25	(\$/HH/month)
51-70%	\$5.75	(\$/HH/month)
71-100%	Renegotiate	(\$/HH/month)

**Prices for Yard Waste and Holiday Tree Collection Services**

<b>Service Level</b>		<b>Collection Price</b>	<b>(Units)</b>
Full season	April 15 – November 30	\$100	(\$/HH/season)
On-call	As needed, April 15 – November 30	\$5.00	(\$/bag)
Second or third yard waste Cart <sup>(a)</sup>	As requested	\$40.00	(\$/Cart)
Holiday tree collection	Two full service weeks after the first Monday after New Year’s Day	\$12.00	(\$/tree)

(a) One additional Yard Waste Cart per RDU shall be provided to the RDU at no extra cost if said Cart is delivered at the same time as the initial Cart. If a second or third Yard Waste Cart is delivered after the initial Yard Waste Cart is delivered, the RDU will be charged for the extra Carts.

**Price for Cart Exchanges, Extra Collection and Late Set Out Services**

The following prices apply to all material streams (e.g., Trash, Recyclables, Organics, and Yard Waste).

<b>Service Level</b>		<b>Collection Price</b>	<b>(Units)</b>
Cart Exchange	First change per calendar year	No Fee	(\$/trip)

Cart Exchange	Additional changes in same calendar year	\$40.00	(\$/trip)
Cart Replacement	As needed	\$65.00	(\$/Cart)
Cart Removal (for subscription services) <sup>(a)</sup>	As requested	\$30.00	(\$/trip)
Extra Collection	As requested	\$30.00	(\$/trip)
Late Set Out Collection	As needed	\$20.00	(\$/service)
Walk-up Fee (for convenience reasons)	As requested	\$10.00	(\$/Cart/month)
Late Fee for Unpaid Bills	As needed; applied on the 1 <sup>st</sup> of the next month after the bill is sent out	5% of the unpaid balance	(%/month)

(a) \$50 restart/deployment fee if RDU starts up the same service the following year.



## Exhibit 2b

### Residential Solid Waste Collection Services Contract Prices for: Bulky Waste Items and Electronic Waste Items

**Bulky waste services:**

(base collection and disposal services only; may be subject to taxes and fees, not included)

Size	Example Items	Weight	Amt of Metal	Rate per Item
Small items (without Freon)	Small furniture, lawn furniture, lawn mower, ottoman, small chair, bookcase, small table, small desk, wooden chair, end table	Less than 50 pounds	n/a	\$35.00
Small items (with Freon)	dehumidifier			
Large appliances (without Freon)	Stove, snow blower, hide-a-bed	More than 50 pounds	More than 50% metal	\$55.00
Large appliances (with Freon)	Refrigerator, freezer		More than 50% metal	
Large furniture	Sofa, love seat, box-spring, reclining chair, wooden picnic table		Less than 50% metal	
Mattresses	All size mattresses	n/a	n/a	\$60.00

**Electronic waste services:**

(base collection and disposal services only; may be subject to taxes and fees, not included)

Size	Example Items	Weight	Screen or CRT Monitor	Rate per Item
Small items	Computer hard drive, keyboard, VCR, DVD	Less than 20 pounds	No screen or monitor	\$30.00
Large items	Computer monitor, television	More than 20 pounds	With screen or monitor	\$40.00
Extra-Large items	Tube TVs (must identify type & approx.. weight at time of scheduling)	= or > 100 pounds	n/a	\$80.00

**Exhibit 2c**

**Residential Solid Waste Collection Services Contract Prices for:  
Other Services**

**One Time Cart Switch-Out Price:** The City will make a one-time payment of \$25.00 per RDU to each Hauler to cover costs associated with switching Carts (Trash, Recycling, and Yard Waste) from one Hauler to another.

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### Exhibit 3: Recycling Commodity Adjustment Offset Formula

#### Recycling Commodity Adjustment – General

Haulers and City shall, annually by October 1, determine the Commodity Adjustment Offset to be applied to the Contract price for recycling for the following calendar year.

#### Commodity Adjustment Offset Formula

The Commodity Adjustment Offset shall be determined based on the formula and accompanying documentation as specified below. The value can be a positive value or a negative value.

The basic components include:

- Estimated recycling composition per ton (% of total tons/month for each commodity grade)
- Published index value per ton (\$ per ton based on specified commodity grade indexes)
- Processing fee, which is set at \$70 for Year 1 and will be adjusted in accordance with this Contract.
- Tons of recyclables collected in preceding twelve month period (Based on Hauler monthly reports)
- Number of RDUs in City (Based on number determined by City)

The formula for calculating the Recycling Commodity Adjustment Offset is as follows:

Gross Commodity Market Value Per Ton (-) the Processing Fee = Net Commodity Value  
*e.g. \$100.00 - \$70 = \$30.00 Net Commodity Market Value Per Ton*

Net Commodity Value (x) Total Tons Recyclables Collected in Twelve Month Period (/) Number of RDUs in City (/) 12 Months = Commodity Adjustment Value

*e.g. \$30 (x) 2,039 tons (/) 10,000 RDUs (/) 12 = \$.51*

*e.g., if the Commodity Adjustment Offset for the year 2021 is determined to equal (\$0.51), then the Total Contract Price for Recycling Service for 2021 would be equal to:*

*Collection Price (\$7.00) minus Commodity Adjustment Offset Price (\$0.51) = \$6.49/RDU/month*

#### Gross Commodity Market Value Per Ton

The aggregate of the published index per ton for each commodity adjusted to the Estimated recycling composition.

#### Estimated Recycling Composition Per Ton

The estimated recycling composition percentages shall be determined once per year from the most recent Recycling Audit described in the Contract.

#### Index Value Per Ton

The index value per ton shall be based on published commodity prices. The Index Value will be calculated on the average, monthly price of material for the previous twelve months. To determine Commodity Values, the City and Haulers shall use RecyclingMarkets.net indexes to the extent reasonably possible. The monthly commodity values will be determined using the first published value on the 1<sup>st</sup> day of the month.

For paper commodities:

Secondary Fiber Pricing (SFP) at:

[www.recyclingmarkets.net/secondaryfiber](http://www.recyclingmarkets.net/secondaryfiber)

For metal, glass and plastic containers:

Secondary Materials Pricing (SFP) at:

[www.recyclingmarkets.net/secondarymaterials/index.net](http://www.recyclingmarkets.net/secondarymaterials/index.net)

Commodity	Published Index	Region	Grade	Value
Mixed Papers – PS 54	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (54)	Regional Average
Corrugated Cardboard – PS 11	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (11)	Regional Average
Sorted Residential Papers (News/Magazines) – PS 8	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (8)	Regional Average
Aseptic Packaging/Gable Tops	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (52) Aseptic	Regional Average
Aluminum	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Metals, Aluminum Cans (sorted, baled, picked up)	Regional Average
Tin/Steel	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Steel Cans (sorted, densified, dropped off)	Regional Average
Plastics #1 PET	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Plastics PET (Baled, cents/pound., picked up)	Regional Average
Plastics #2 HDPE Natural	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Plastics Natural HDPE (Baled, cents/pound, picked up)	Regional Average
Plastics #2 HDPE	Secondarymaterialspricing.com	Midwest/Central	Plastics Colored	Regional

Color		Region (Chicago)	HDPE (Baled, cents/pound, picked up)	Average
Mixed Plastics	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Plastics Comingled (#3-#7, Baled, cents/pound, picked up)	Regional Average
Glass	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Glass 3 Mix (\$/ton del)	Regional Average
Residual	Per Ton Disposal Rate at HERC	N/A	N/A	Actual, including transportation costs and tip fees

#### **Processing Fee per Ton**

The processing fee to be paid beginning October 4, 2021 is \$70.00 per ton for each ton of Recyclable Material delivered to a MRF.

Only two specific increases, on January 1, 2023 and on January 1, 2025, will be allowed through the term of the Contract. 2021 shall be the base year for an increase in 2023, and 2023 shall be the base year for an increase in 2025. The increase shall be the lower of either:

1. Three percent (3.0%) of the base year price; or,
2. A percent increase based on the Consumer Price Index- For All Urban Consumers (CPIU), Midwest Region, (<http://www.bls.gov/regions/mountain-plains/newsrelease/ConsumerPriceIndexMidwest.htm>) between January 1, 2021 and January 1, 2023 for the first increase; and between January 1, 2023 and January 1, 2025 for the second increase.

#### **Tons of Recyclables**

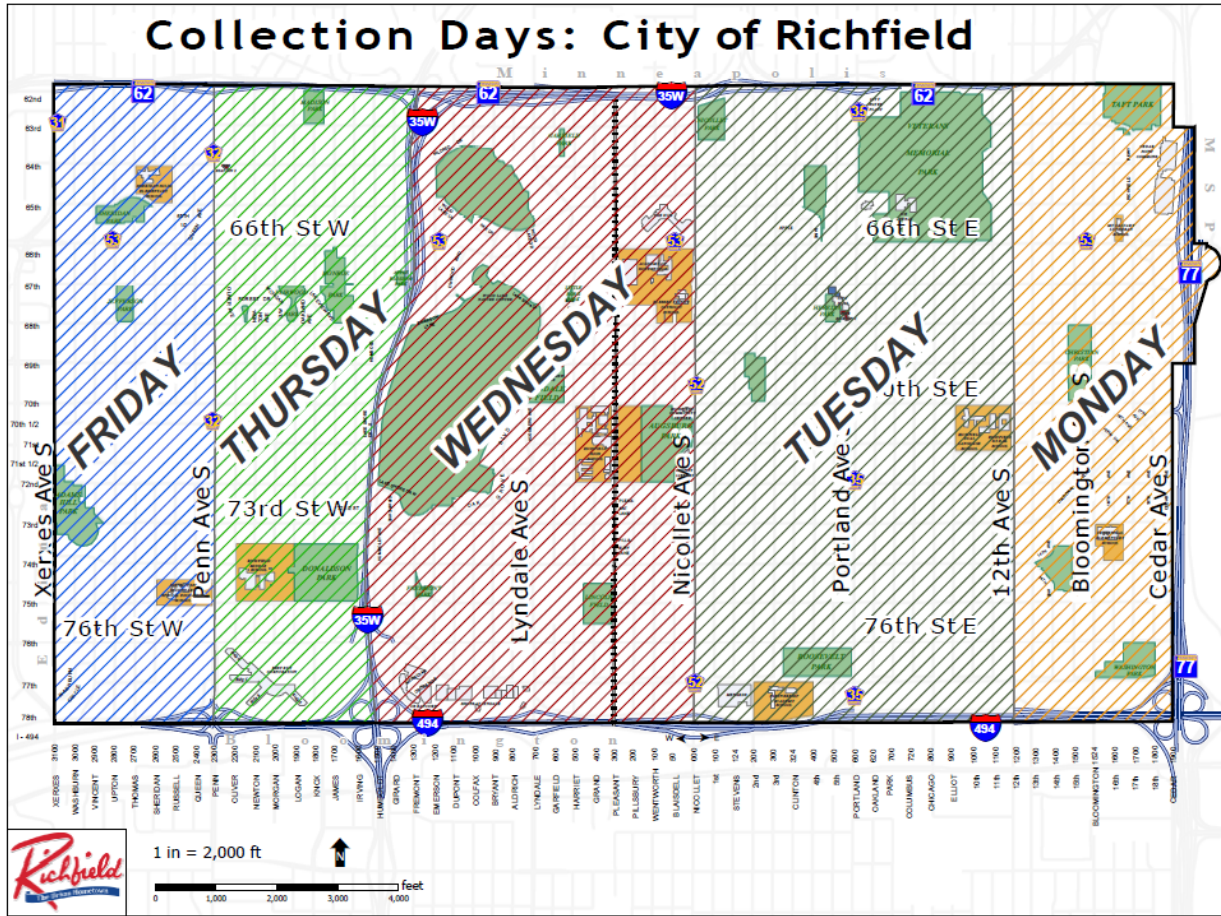
Haulers shall provide documentation of the monthly tonnage of all loads of Recycling collected from the City as described in Reporting Section of Contract.

#### **Number of RDUs in the City**

The number of RDUs in the City shall be based on a total of all RDUs serviced by each Hauler under the organized collection system.

# Exhibit 4

## Hauling Districts



Date: 9/24/2019



**Exhibit 5**

**Residential Solid Waste Collection Services Collection Zones**

The Haulers shall provide the City with a map of their proposed collection zones.

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**Exhibit 6**

**Residential Solid Waste Collection Services Cart Roll-Out Plan**

The Haulers shall provide the City with a proposed Cart Roll-Out Plan. The final Exhibit will be incorporated by reference herein upon mutual agreement of the Parties.

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# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Listening Session

May 20, 2021

**CALL TO ORDER**

The meeting was called to order by Mayor Regan Gonzalez at 6:30 p.m. held virtually via WebEx.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Ben Whalen; and Sean Hayford Oleary

Staff Present: Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Mary Tietjen, City Attorney; Blanca Martinez Gavina, Executive Analyst; Jane Skov, IT Manager; and Kelly Wynn, Administrative Assistant

<b>ITEM #1</b>	<b>LISTENING SESSION ITEMS</b> To hear public comment on Residential Organized Collection.
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Sustainability Specialist Lindholm gave a presentation regarding the proposed contract for city wide residential organized collection.

Mayor Regan Gonzalez thanked staff for the presentation and opened the listening session portion for residents.

Residents were able to call in via phone, email comments and comment virtually via WebEx. Council and staff listened to a variety of comments from the community. Resident information was collected from 19 residents by staff for individual follow up if necessary.

Mayor Regan Gonzalez thanked residents for taking time to submit comments and attend the meeting and encouraged people to reach out to Sustainability Specialist Lindholm with any specific questions or concerns.

**ADJOURNMENT**

The meeting was adjourned by unanimous consent at 7:44 p.m.

Date Approved: June 8, 2021

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

\_\_\_\_\_  
Kelly Wynn  
Administrative Assistant

\_\_\_\_\_  
Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special City Council Meeting

June 1, 2021

**CALL TO ORDER**

The meeting was called to order by Mayor Maria Regan Gonzalez at 6:31 p.m.

Council Members Present: Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; Sean Hayford Oleary; and Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Neil Ruhland, Communications Manager; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Administrative Assistant

**PLEDGE OF ALLEGIANCE**

Mayor Regan Gonzalez led the Pledge of Allegiance

Item #1	<b>CONDUCT A PUBLIC HEARING AND CONSIDER THE PROPOSED CONTRACT FOR ORGANIZED RESIDENTIAL SOLID WASTE COLLECTION. STAFF REPORT NO. 86</b>
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Mayor Regan Gonzalez presented the staff report.

M/Trautmann, S/Supple to open the public hearing.

Motion carried 5-0.

Patty Patiz, 125 E 68<sup>th</sup> Street, provided comment by phone and raised concerns with how going to organized collection is equitable for residents.

Kathleen Balaban, 65<sup>th</sup> and Stevens, provided comment by phone and supported the idea of organized collection but would like to see different rates and contract length.

Eric Smoczyk, 6244 Wentworth, provided comment by phone and spoke of an increase in his bill along with not being in favor of the proposed contract negotiations.

Gail Janes, 6216 3<sup>rd</sup> Ave S, spoke of poor customer experience she has had with a specific hauler and not picking up her waste.

Daren Dykes, 6844 Pleasant Ave, expressed concern for accountability and responsibility with the haulers. He also spoke of wanting to choose who his hauler would be instead of the city choosing for him.

Karen Jenkins, 6511 James Ave S, spoke of her support for organized collection as well as increased safety, less damage to roadways, decrease in pollution and lower costs to residents.

Jeri Bochenski, 7639 Xerxes Ave S, expressed concerns with having one hauler and would like to have residents vote on the topic.

Susan Rosenberg, League of Women Voters President, provided comment by email and stated the League has been studying the issue for ten years and is in support of the city going to organized collection.

Mark Kottman, 6825 Nicollet Ave, provided comment by email and spoke of his dissatisfaction with his current hauler.

Emily Herzan, 6318 Bloomington Ave, provided comment by email and spoke of concerns with switching haulers and would be upset if residents didn't have a choice.

Donna Drummond, 6438 Knox Ave S, provided comment by email and expressed strong support of organized collection as it will reduce the number of trucks, increase safety and decrease solution.

Mike Hanks, 6227 James Ave S, provided comment by email and spoke of being in favor of organized collection as it is an essential service.

Emily Larsen Scaglia, 6504 Logan Ave S, provided comment by email and expressed support of organized collection. She also spoke of her dissatisfaction with her current hauler.

M/Supple, S/Whalen to close the public hearing.

Motion carried 5-0

<b>Item #2</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:19 p.m.

Date Approved: June 8, 2021

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

\_\_\_\_\_  
Kelly Wynn  
Administrative Assistant

\_\_\_\_\_  
Katie Rodriguez  
City Manager