



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
JULY 13, 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 June 22, 2021; and (2) City Council Meeting of June 22, 2021.

**PRESENTATIONS**

1. Proclamation to celebrate the 31st anniversary of the Americans with Disabilities Act.

**AGENDA APPROVAL**

2. Approval of the Agenda
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consider the first reading of an ordinance rezoning nine properties throughout the City in order to comply with the Comprehensive Plan and schedule a second reading for July 27, 2021.  
Staff Report No. 104
  - B. Consider the approval of the first reading of an ordinance amending Section 1105 of the Richfield City Code relating to licensing of arcades, updating several sections to bring them current.  
Staff Report No. 105
  - C. Formally discharge the racial covenants from all City of Richfield parkland and require that staff review all future park-land acquisition titles and discharge those covenants at the time of purchase.  
Staff Report No. 106
  - D. Consider an Acknowledgement of Receptivity of a Metropolitan Council Livable Communities Act funding award for a proposed multi-family housing development at 6501 Penn Avenue South.

Staff Report No. 107

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

Staff Report No. 108

- F. Consider the approval of a resolution authorizing a Limited Use Permit (LUP) between the City and State of Minnesota, Department of Transportation (MnDOT) for a non-motorized recreational trail in Trunk Highway 77 (TH 77) right-of-way as part of the 77th Street and Trunk Highway 77 Improvements Project.

Staff Report No. 109

- G. Consider the approval of the Small Wireless Facility Collocation Supplemental Agreement with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on city-owned wireless support structures (light poles).

Staff Report No. 110

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

#### **OTHER BUSINESS**

- 5. Consider the approval of the Richfield Energy Action Plan.

Staff Report No. 111

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

- 6. City Manager's Report

#### **CLAIMS AND PAYROLLS**

- 7. Claims and Payroll

#### **COUNCIL DISCUSSION**

- 8. Hats Off to Hometown Hits

- 9. Adjournment

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



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

June 22, 2021

### CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:03 p.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; Pam Dmytrenko, Assistant City Manager; Chris Regis, Finance Director; Mike Dobesh, Fire Chief; John Stark, Community Development Director; Jay Henthorne, Police Chief; Amy Markle, Recreation Services Director; Bill Fillmore, Liquor Operations Director; Neil Ruhland, Communications and Engagement Manager; Blanca Martinez Gavina, Equity Administrator; and Kelly Wynn, Administrative Assistant

#### Item #1

#### ESTABLISH GOALS AND OBJECTIVES TO GUIDE STAFF IN DEVELOPING THE BUDGET FOR 2022.

Communications Manager Ruhland presented on what the mission and vision statements are for the city along with their differences. He spoke on how things work together regarding the vision, mission, goals, strategies, tactics, and action plan. He then asked for discussion from Council regarding:

- The definition of urban home town;
- A project or initiative that was needed in the community;
- An idea of where the organization could evolve in the next 30 years;
- An idea of what Richfield could become known for in the next 10 years;
- City offered services residents contact Council about;
- Day to day priorities of the organization;
- A takeaway residents should have;
- Why people choose Richfield to live and why do they stay; and
- What makes the organization unique

Each council member offered opinions and ideas for each topic of discussion.

#### Item #2

#### DISCUSSION OF CITY MISSION AND VISION STATEMENTS.

City Manager Rodriguez presented on the core values for the city and asked for Council feedback along with the possibility of combining or broadening any values.

Each council member provided comments around the existing core values.

City Manager Rodriguez then spoke on goals and asked if infrastructure was still a priority to which Council agreed it is a priority both in regards to the city and internally. She then briefly discussed importance of development and equity within the city.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:57 p.m.

Date Approved: July 13, 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

**June 22, 2021**

#### CALL TO ORDER

The meeting was called to order by Mayor Maria Regan Gonzalez at 7:02 p.m. in the Council Chambers.

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

Council Members Absent: Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Neil Ruhland, Communications and Engagement Manager; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; Amy Markle, Recreation Services Director; Jane Skov, IT Manager; Blanca Martinez Gavina, Equity Administrator; and Kelly Wynn, Administrative Assistant

#### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

#### OPEN FORUM

Barb Russ, 6915 3<sup>rd</sup> Ave S, stated there should be an increase in police staffing. She also spoke of the need to monitor what is displayed on billboards throughout the city.

#### APPROVAL OF MINUTES

M/Hayford Oleary, S/Supple to approve the minutes of the: (1) City Council Work Session of June 8, 2021; and (2) City Council Meeting of June 8, 2021 with the notice of an update to the Council Meeting minutes of June 8.

Motion carried 4-0.

Item #1

**PRESENTATION RECOGNIZING THE REGIONAL AND STATE SCIENCE FAIR WINNERS FROM BLESSED TRINITY**

Mayor Regan Gonzalez read a list recognizing each student and their achievements in the science fairs. She then spoke of how inspiring they all are and hopes to see them pursue great things in their future.

Principal Patrick O'Keefe spoke about the school and their ever growing science program. He expressed extreme pride in all the students.

Council Member Supple congratulated all the students.

Council Member Whalen referenced recognition of Dr. Jenkins on a career of work and is grateful to see so many students only beginning a career and encouraged them all to continue.

Council Member Hayford Oleary echoed congratulations to everyone.

<b>Item #2</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Supple, S/Whalen to approve the agenda

Motion carried 4-0.

<b>Item #3</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

- A. 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. 97
- B. Consider the approval of an art installation at the roundabout at 67th Street and Lyndale Avenue that would be a collaboration with The Richfield Arts Commission, The Spread the Sunshine Gang, and city departments in support and celebration of Pride and the LGBTQIA+ community. Staff Report No. 98
- C. Consider the approval of an organics drop-off site agreement between House of Prayer Lutheran Church and the City of Richfield. Staff Report No. 99

M/Whalen, S/Hayford Oleary to approve the consent calendar

Council Members Supple and Hayford Oleary expressed their excitement for the 'pride-about' associated with item B.

Motion carried 4-0.

<b>Item #4</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
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None

Item #5	<b>CONSIDER THE SECOND 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 AND A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE. THE PROPOSED ORDINANCE CHANGES ZONING DESIGNATIONS OF PROPERTIES GENERALLY ALONG 66<sup>TH</sup> 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. 100)</b>
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Council Member Supple presented staff report 100. She then asked for clarification on existing homes.

Assistant Director Poehlman stated existing properties will obtain non-conforming status which will allow them to use the property as is.

M/Supple, S/Whalen to approve (1) second reading of an ordinance rezoning 23 properties in the vicinity of Veterans Memorial Park to be consistent with the Comprehensive Plan; and (2) a resolution authorizing summary publication of said ordinance.

#### RESOLUTION NO.

RESOLUTION APPROVING SUMMARY PUBLICATION OF 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

Council Member Hayford Oleary appreciates staff consideration to not push any residents out but expressed concern that this does limit what can be done to properties in the future.

Assistant Director Poehlman explained there was a mailing done to residents and a public hearing was held at the Planning Commission meeting on May 23, 2021. This item addresses a variety of changes in zoning regarding the 23 properties involved.

Council Member Whalen agreed with Council Member Hayford Oleary's comments and would like to see future discussions regarding the missing middle housing needs.

Motion carried 4-0

Item #6	<b>CONSIDER APPROVAL OF (1) A RESOLUTION ADOPTING THE ATTACHED PORTLAND &amp; 66<sup>TH</sup> SUB AREA STUDY; (2) A SECOND READING OF AN ORDINANCE ESTABLISHING REGULATIONS FOR A NEW VETERANS PARK AREA OVERLAY DISTRICT REZONING PROPERTIES WITHIN THE VETERANS PARK AREA TO BE SUBJECT TO SAID REGULATIONS; AND (3) A RESOLUTION AUTHORIZING SUMMARY PUBLICAITON OF SAID ORDINANCE (STAFF REPORT 101)</b>
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Council Member Whalen presented staff report 101.

Assistant Director Poehlman stated the moratorium is set to expire on June 24, 2021.

Council Member Whalen read statement provided by Commander Seamans from Post 435.

M/Whalen, S/Supple to approve the attached resolution adopting the Portland & 66th Sub Area Study.

RESOLUTION NO.

RESOLUTION APPROVING AND ADOPTING THE PORTLAND AND 66TH SUB AREA STUDY

Council Member Supple stated she is pleased to see the addition of the bird collision reduction information and asked for clarification on buffering, green space and parking.

Assistant Director Poehlman stated there will be a buffer of green space and landscaping along with tree preservation.

Council Member Supple asked if a stand-alone building for Post 435 would be allowed.

Assistant Director Poehlman stated Post 435 would be able to continue using the property as a legally non-conforming property. However, if the property were to change, they would be required to abide by the overlay district guidelines.

Council Member Whalen stated his confusion by the comments submitted by Post 435 and their intentions for the property. He would like to get clarity of intentions and come to a solution that meets everyone's needs.

Assistant Director Poehlman stated staff has continued dialogue with Post 435 and she believes they are still exploring possible options of how to utilize the property.

Director Stark clarified if the property were to fall into redevelopment; they would need to incorporate some kind of multi-housing needs.

Council Member Hayford Oleary asked if Post 435 has always wanted a stand-alone building or if this is something new.

Assistant Director Poehlman stated in initially, there was no discussion of a stand-alone building but it has come up as Post 435 explores potential options.

Council Member Hayford Oleary asked about the possibility of selling some of their property to be utilized as multi-family and keeping their existing building.

Assistant Director Poehlman does not believe they would able sell a portion without the entire lot being rezoned.

Council Member Whalen thanked residents who contributed to the study. He then reiterated the city is not trying to re-develop the park itself and does not pursue redeveloping properties but helps guide them for future development.

Mayor Regan Gonzalez believes the contents of the Post 435 comments would be things to discuss with a potential developer.

Motion carried 4-0

M/Whalen, S/Hayford Oleary to approve (1) a second reading of the attached ordinance establishing regulations for a new Veterans Park Area Overlay District and rezoning properties to be subject to said Overlay District regulations; and (2) the attached resolution authorizing summary

publication of an ordinance establishing regulations for a new Veterans Park Area Overlay District and rezoning properties to be subject to said Overlay District regulations.

RESOLUTION NO.

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE ESTABLISHING REGULATIONS FOR A NEW VETERANS PARK OVERLAY DISTRICT AND REZONING CERTAIN PROPERTIES IN THE AREA OF PORTLAND AVENUE AND 66TH STREET TO BE SUBJECT TO SAID OVERLAY DISTRICT REGULATIONS

Motion carried 4-0

Item #7	<b>COSIDER A RESOLUTION APPROVING A FINAL PLAT FOR LYNDAL OAKS 2<sup>ND</sup> ADDITION. THE PROPOSED PLAT COMBINES THE THREE PARCELS COMPRISING THE LYNK65 REDEVELOPMENT SITE INTO ONE PARCEL (STAFF REPORT NO. 102)</b>
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Council Member Hayford Oleary presented staff report 102.

Assistant Director Poehlman added this final plat does dedicate the appropriate right of way at the round about as well as the adjacent trail.

M/Hayford Oleary, S/Whalen to approve the attached resolution approving the final plat of Lyndale Oaks 2nd Addition.

RESOLUTION NO.

RESOLUTION GRANTING APPROVAL OF A FINAL PLAT FOR LYNDAL OAKS 2ND ADDITION

Motion carried 4-0

Item #8	<b>CITY MANAGER'S REPORT</b>
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City Manager Rodriguez addressed two comments from the previous open forum and gave a brief covid update and asked for more discussion on the mask mandate.

Council Member Whalen spoke of how numbers are showing exposure is down and he would be comfortable doing away with the masks at meetings.

Council Members Hayford Oleary and Supple agreed they are also comfortable with not requiring masks at council meetings.

Mayor Regan Gonzalez also supported not being required to wear a mask but will if anyone becomes uncomfortable.

Item #9	<b>CLAIMS AND PAYROLL</b>
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M/Hayford Oleary, S/Supple that the following claims and payrolls be approved:

A/P Checks 297582 - 298014	\$ 2,281,897.45
Payroll: 162489 – 162828 43401	<u>715,239.56</u>
TOTAL	\$ 2,997,137.01

Motion carried 4-0

<b>Item #10</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Whalen expressed excitement for the pool now being open and how wonderful it is to have that amenity available to the residents. He spoke of the Sustainability Commission will be hosting an event at the Wood Lake Nature Center this Saturday. He also commended Richfield schools for their work in closing the racial disparity in graduation rates. Lastly, he reminded residents there will be some events taking place over the 4<sup>th</sup> of July weekend and are posted on the city website.

Council Member Supple thanked Red White and Blue Days committee in making some difficult decisions and the work they have done over the years. She then spoke of the new brochure from the Arts Commission. She also stated the eviction moratorium coming to an end and stated how to receive help regarding rent.

Council Member Hayford Oleary stated a resident who was able to run down every street within Richfield and thought that was a very unique way to see the entire city.

Mayor Regan Gonzalez reminded residents of entertaining in the park and information is available online. She then spoke of an article containing ten summer fun guarantees for 2021 that outlines a variety of things to do with family and friends. Lastly, she recognized the Richfield Fire Department for receiving a letter of support from PETA for rescuing a cat from under a dishwasher.

<b>Item #11</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 8:10 p.m.

Date Approved: July 13, 2021

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Maria Regan Gonzalez  
Mayor

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

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Katie Rodriguez  
City Manager

AGENDA SECTION:

PRESENTATIONS

AGENDA ITEM #

1.



## CITY COUNCIL MEETING 7/13/2021

REPORT PREPARED BY: Blanca Martinez Gavina

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

### **ITEM FOR COUNCIL CONSIDERATION:**

Proclamation to celebrate the 31st anniversary of the Americans with Disabilities Act.

### **EXECUTIVE SUMMARY:**

### **RECOMMENDED ACTION:**

### **BASIS OF RECOMMENDATION:**

- A. **HISTORICAL CONTEXT**
- B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- C. **CRITICAL TIMING ISSUES:**
- D. **FINANCIAL IMPACT:**
- E. **LEGAL CONSIDERATION:**

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

### **PRINCIPAL PARTIES EXPECTED AT MEETING:**

### **ATTACHMENTS:**

Description	Type
ADA Proclamation	Presentation



## **Proclamation of the City of Richfield**

**WHEREAS**, the Americans with Disabilities Act was passed on July 26, 1990, to ensure the civil rights of citizens with disabilities; and

**WHEREAS**, the City of Richfield affirms the principles of equality and inclusion for people with disabilities as embodied in the Americans with Disabilities Act and the laws of the State of Minnesota, including the Minnesota Human Rights Act; and

**WHEREAS**, numerous organizations across Minnesota, including the Richfield Disability Advocacy Partnership (R-DAP) in Richfield, work with constituents and communities to expand opportunities for Americans with disabilities by reducing barriers and changing perceptions; and

**WHEREAS**, the Richfield Human Rights Commission supported this proclamation at its June 1, 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 July 2021 as Americans with Disabilities Awareness 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 support the civil rights of citizens with disabilities throughout the year.**

**PROCLAIMED** this 13th day of July 2021.

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Maria Regan Gonzalez, Mayor





**STAFF REPORT NO. 104**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Acting Community Development Director  
7/6/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the first reading of an ordinance rezoning nine properties throughout the City in order to comply with the Comprehensive Plan and schedule a second reading for July 27, 2021.**

**EXECUTIVE SUMMARY:**

In 2018, the City adopted the 2040 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.

City staff has identified nine properties within the City where the current zoning designation does not align with the land use designations prescribed by the 2040 Comprehensive Plan. The proposed ordinance amendment would change the zoning for those nine properties to the corresponding zoning designation, enacting the following changes:

- R to MR-2: 6936 and 6944 Penn Ave South; and 6745, 6737 and 6729 Pleasant Ave South;
- MR-3 to C-1: 7104 and 7108 Chicago Ave South;
- R to C-1: 2010 66th St W, and 6701 Lyndale Ave South.

The Planning Commission held a public hearing for the rezoning on June 28. The Planning Commission voted unanimously to recommend approval of the ordinance rezoning the nine properties. This first reading of rezoning is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading. A second reading will be considered by the Council on July 27, 2021.

**RECOMMENDED ACTION:**

**By motion: Approve a first reading of an ordinance rezoning nine properties throughout the City in order to comply with the Comprehensive Plan and call for a second reading to be held on July 27, 2021.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- The City has approved a number of Comprehensive Plans over the years, including the current Plan in 2018. The current Plan largely builds on the plans completed in 1997 and 2008.
- Following adoption of the 2008 Comprehensive Plan the City rezoned a significant number of parcels throughout the City to achieve consistency with that plan.
- The 2040 Comprehensive Plan mostly remained consistent with the guidance of the 2008 Comprehensive Plan. As such, the current zoning designation of the vast majority of property in the City complies with the current Plan. However, the nine sites included in the proposed rezoning were re-guided to a commercial or medium density residential land use designation based on the their existing use.
- The sites being rezoned to MR-2 contain multi-family apartments, and the sites being rezoned to C-1 contain commercial/office uses. The previous Comprehensive Plan approved in 2008 had differing future land use guidance, hence these properties were all rezoned in 2011 to comply with the 2008 Comprehensive Plan to a designation that did not match the multi-family and commercial uses respectively. In the 2008 Comprehensive Plan, the future land use guidance for these sites was uniform with the land use category prevalent in the area surrounding each site. The 2040 Comprehensive Plan re-guided these nine parcels to match these existing uses. Accordingly, the commercial and medium density residential zoning category proposed for each site will similarly match the existing use.

**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.
- 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. As such, no single-family properties are included in the proposed rezoning.

**C. CRITICAL TIMING ISSUES:**

- Cities have nine months following adoption of a Comprehensive Plan to amend their ordinances to conform with the Comprehensive Plan.

**D. FINANCIAL IMPACT:**

None.

**E. LEGAL CONSIDERATION:**

- A public hearing on the rezoning was held before the Planning Commission on June 28, 2021. Notice of the public hearing was published in the Sun Current Newspaper and mailed to properties within 500 feet of the subject properties.
- The Planning Commission voted unanimously to recommend approval of the ordinance rezoning the nine subject properties.

**ALTERNATIVE RECOMMENDATION(S):**

None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance Rezoning Subject Property	Ordinance
<input type="checkbox"/> Lyndale & Pleasant Exhibit	Exhibit
<input type="checkbox"/> 7104-08 Chicago Ave Exhibit	Exhibit
<input type="checkbox"/> 6923-45 Penn Ave Exhibit	Exhibit
<input type="checkbox"/> 2010 66th St W Exhibit	Exhibit

## ORDINANCE NO.

### AN ORDINANCE RELATING TO ZONING; AMENDING APPENDIX I TO THE RICHFIELD CITY CODE BY REZONING NINE PARCELS THROUGHOUT THE CITY IN ORDER TO CONFORM TO THE COMPREHENSIVE PLAN

#### THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 13 (Multiple Family Residential District (MR-2)) of Appendix I of the Richfield City Code is amended by adding new paragraphs (53) and (54) as follows:

(53) M-6 (NW Corner of Penn and 70th) Lots 10, 11 and 12; and the South 25 feet of Lot 9, Block 16, Tingledale Bros.' Lincoln Hills Third Addition.

(54) M-8 (E side of Pleasant N of 68th) Lots 5, 6, and 7, Block 2, Ralph Hollenback's First Addition.

Sec. 2. Paragraph (31) of Section 14 (High Density Multiple Residential (MR-3)) of Appendix I of the Richfield City Code is amended to read as follows:

(31) M-13 (SW corner, 71st and Chicago). That area lying between the east line of Block 1, Wallaces Sunnyside Acres 6th Addition and the center line of Chicago Avenue, and between the center line of 71st Street and a line distant ~~200~~**140** feet south and parallel to said center line.  
(Added, Bill No. 2010-22)

Sec. 3. Paragraph (10) of Section 2 (Neighborhood Business District (C-1)) of Appendix I of the Richfield City Code is amended to read as follows:

(10) M-13 (W side of Chicago, 71st to 72nd). That area lying between the east line of Block 1, Wallaces Sunnyside Acres 6th Addition and the center line of Chicago Avenue, and between the center line of 72nd Street and a line distant ~~200~~**140** ft. south and parallel to the center line of 71st Street. (Amended, Bill No. 1999-15, Bill No. 2010-22)

Sec. 4. Section 2 (Neighborhood Business District (C-1)) of Appendix I of the Richfield City Code is amended by adding new paragraphs (20) and (21) as follows:

(20) M-3 (NE Corner of 66th and Newton) Part of Lots 10 and 11 lying South of the North 58 feet except part taken for Road, Block 9, Fairwood Park First Addition.

(21) M-8 (SE Corner of Lyndale and 67th) Lots 24 and 25, except that part taken for Road, Block 4, Lyndale Shores on Wood Lake.

- Sec. 5. This Ordinance constitutes a rezoning of the following properties: 6936 and 6944 Penn Ave; 7108 and 7104 Chicago Ave; 2010 66th St W; 6701 Lyndale Ave; and 6745, 6737 and 6729 Pleasant Ave.
- Sec. 6. 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 27th day of July, 2021.

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

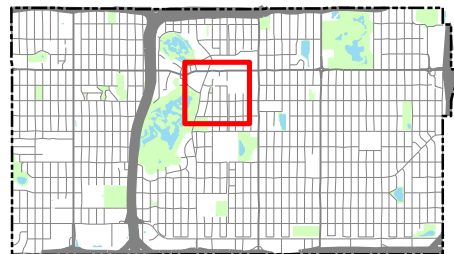
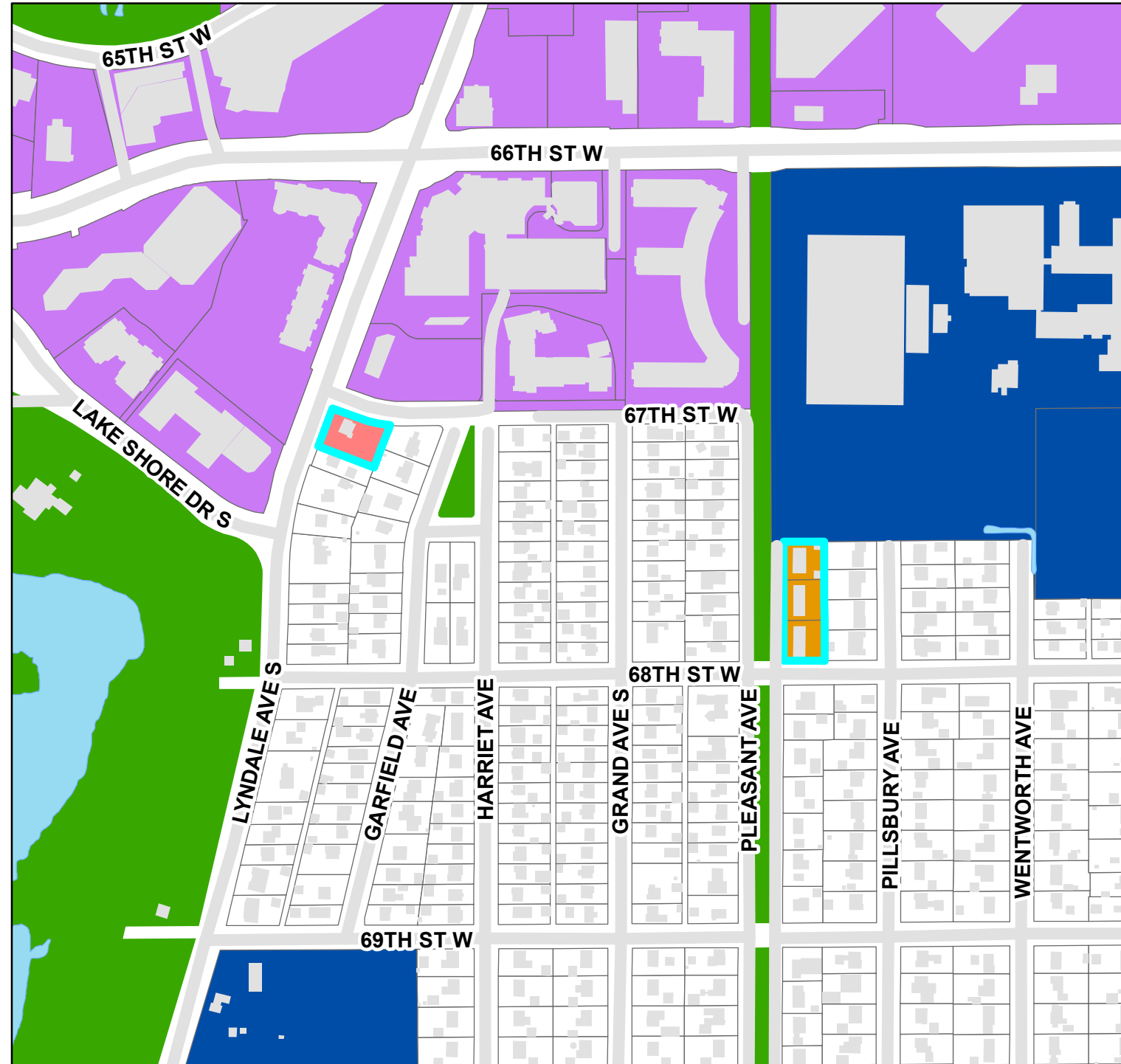
ATTEST:

\_\_\_\_\_  
Kari Sinning, City Clerk



# Comprehensive Plan Rezoning - 6701 Lyndale & 6729-45 Pleasant Avenue

2040 Comprehensive Plan Designations

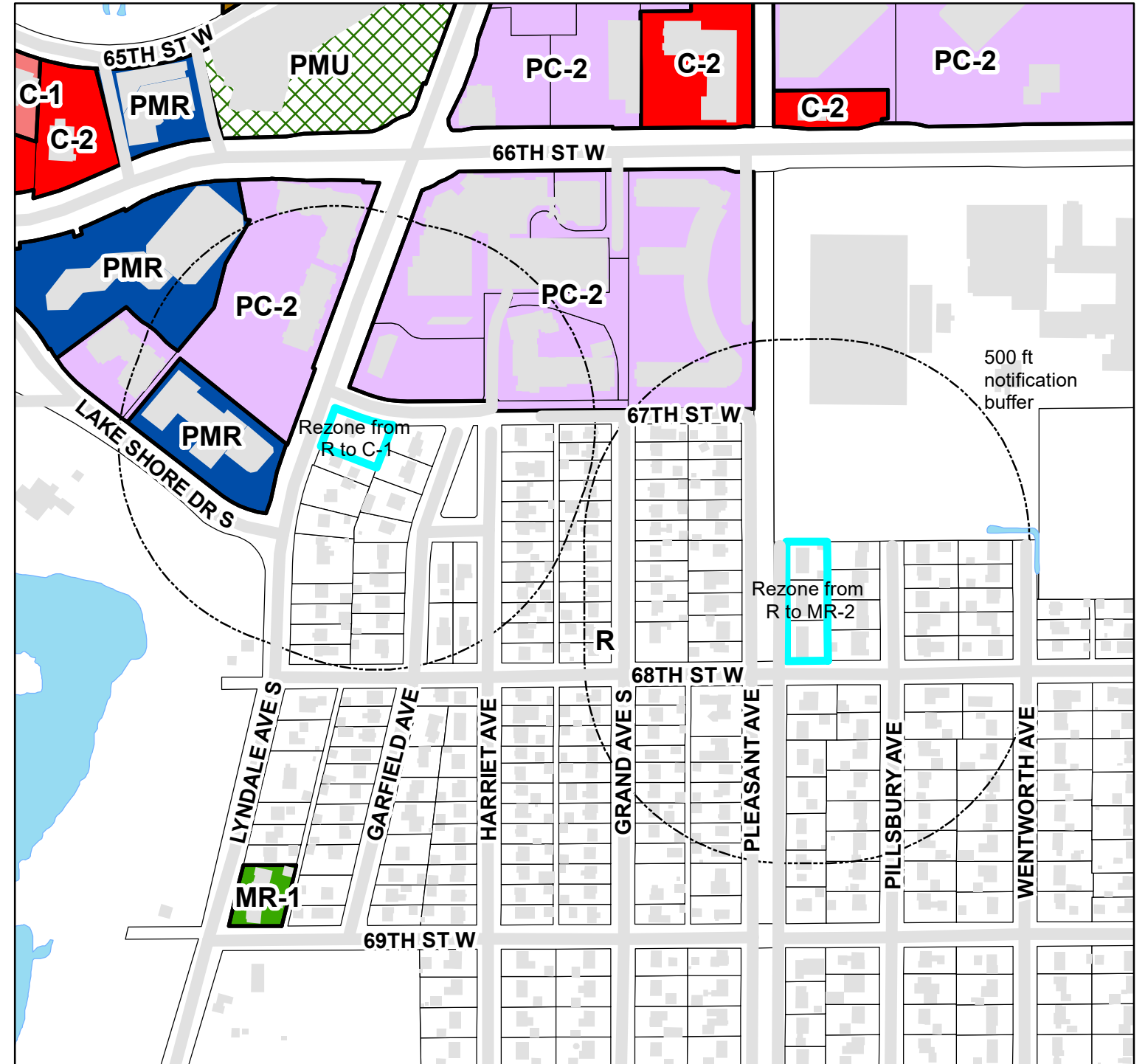


## 2040 Comprehensive Plan Designations

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

Existing Zoning

Case No: 21-RZN-04



## Zoning Districts

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

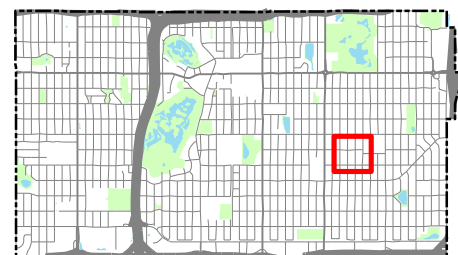
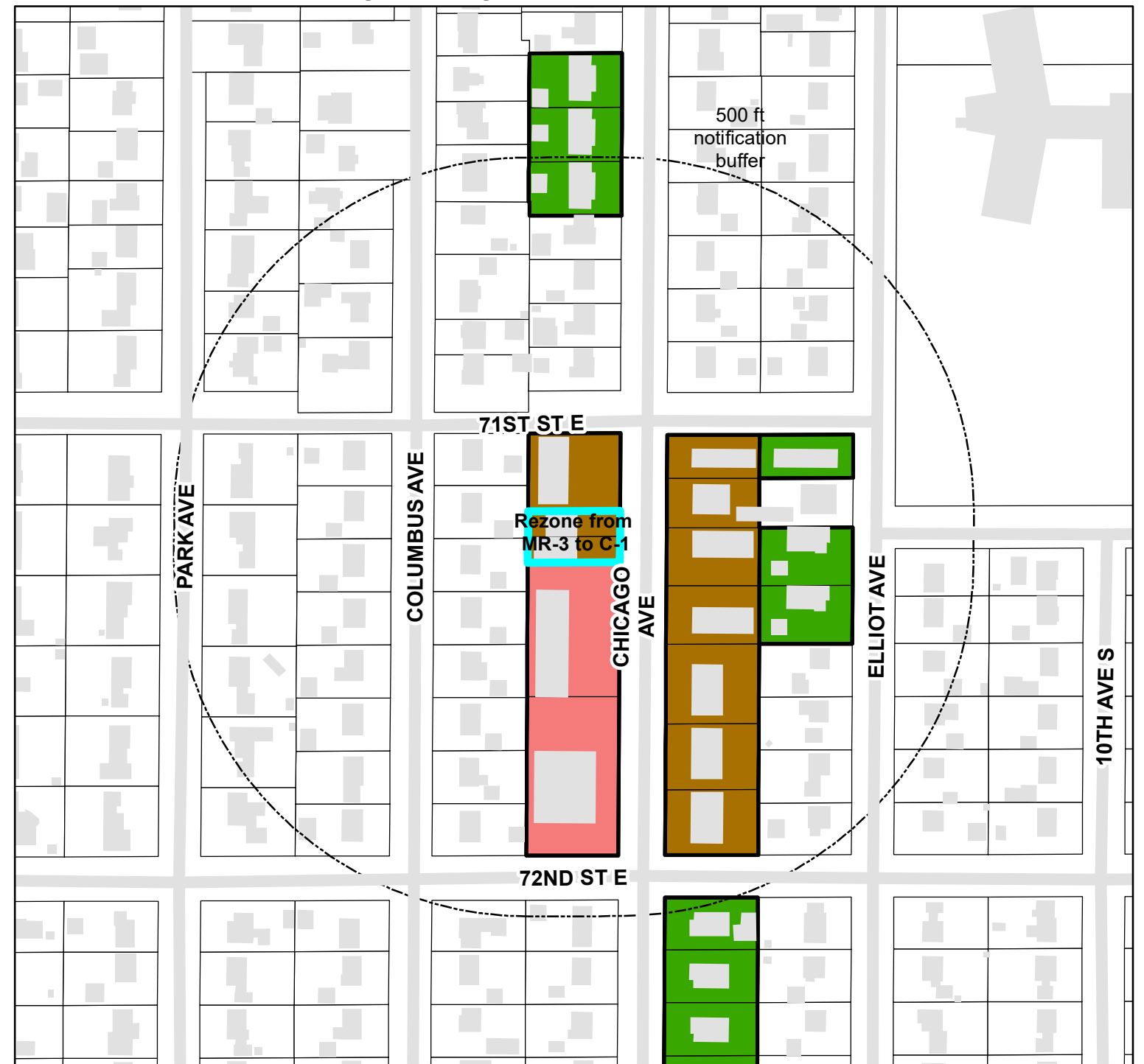
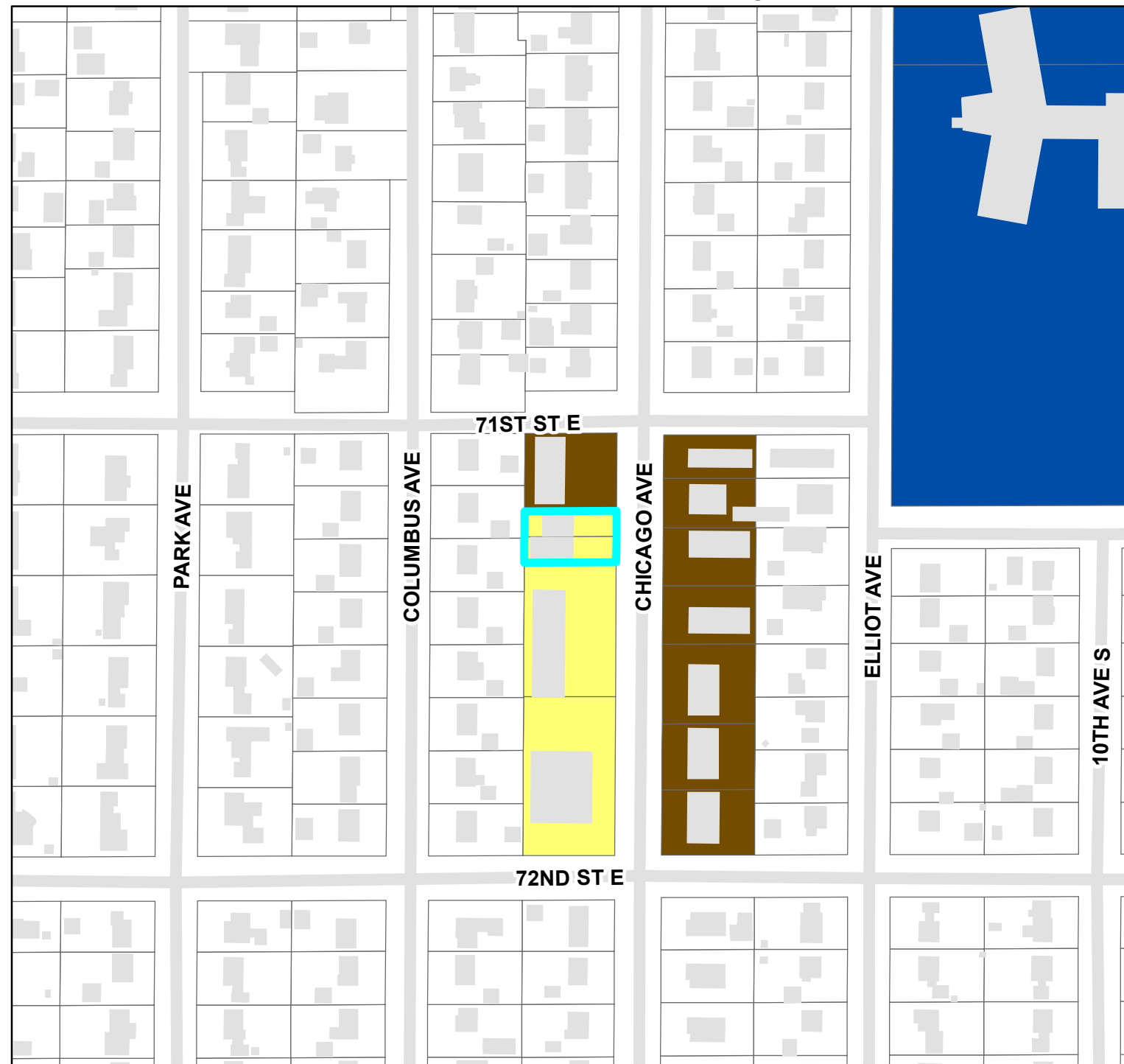


# Comprehensive Plan Rezoning - 7104-08 Chicago Avenue

2040 Comprehensive Plan Designations

Existing Zoning

Case No: 21-RZN-04



## 2040 Comprehensive Plan Designations

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

## Zoning Districts

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

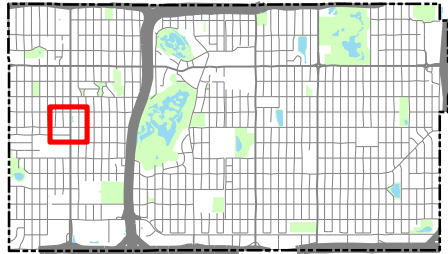
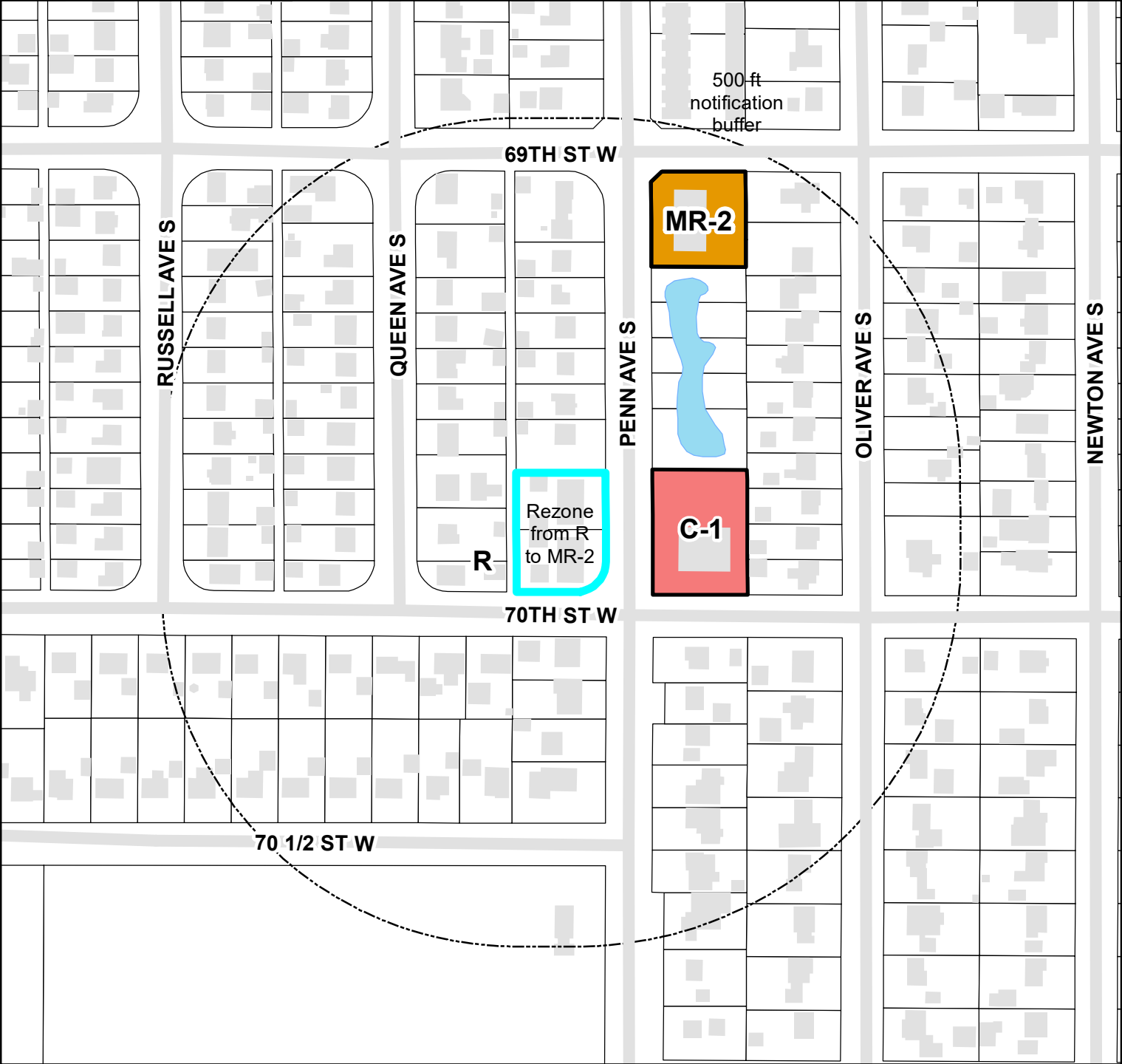
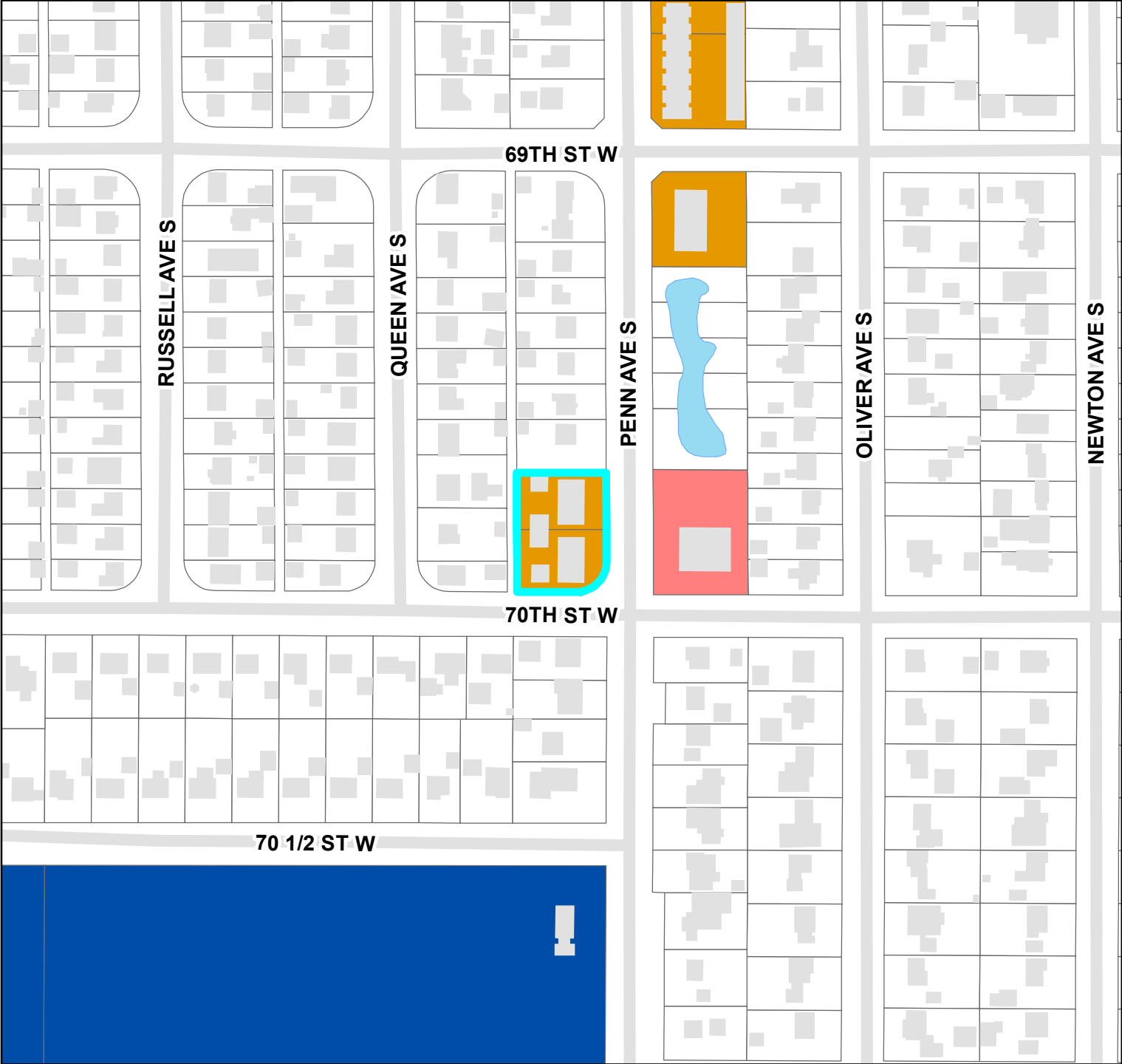


# Comprehensive Plan Rezoning - 6936-45 Penn Avenue

2040 Comprehensive Plan Designations

Existing Zoning

Case No: 21-RZN-04



## 2040 Comprehensive Plan Designations

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

## Zoning Districts

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

0 100 200 400 ft

0 100 200 400 ft





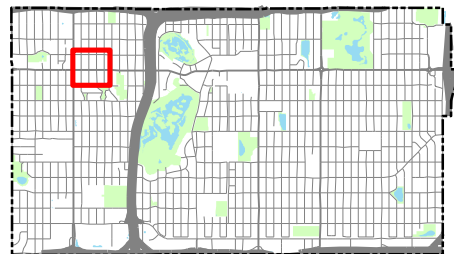
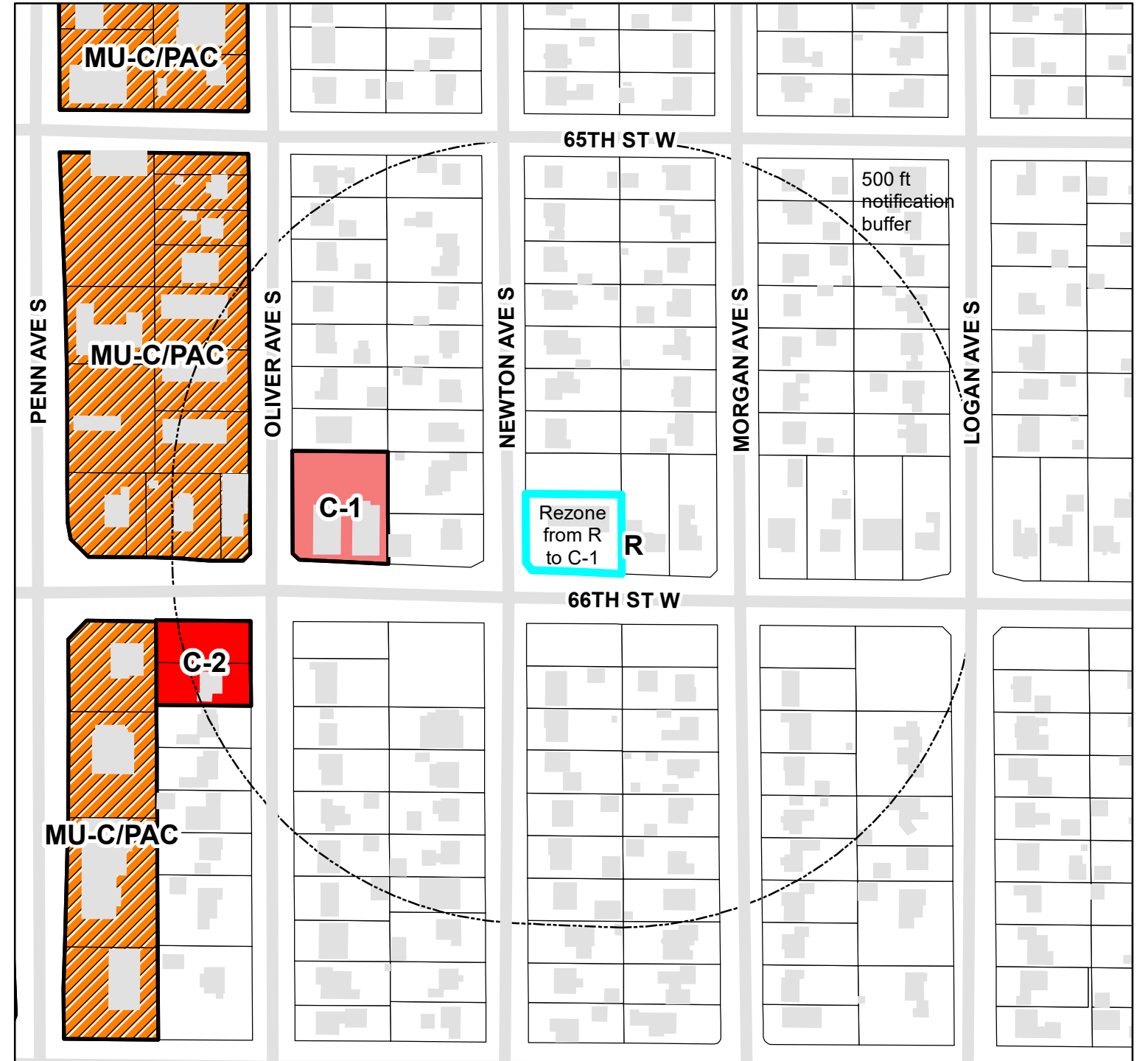


# Comprehensive Plan Rezoning - 2010 66th Street W

2040 Comprehensive Plan Designations

Existing Zoning

Case No: 21-RZN-04



## 2040 Comprehensive Plan Designations

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

0 100 200 400 ft

## Zoning Districts

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

0 100 200 400 ft







**STAFF REPORT NO. 105**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
7/6/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the first reading of an ordinance amending Section 1105 of the Richfield City Code relating to licensing of arcades, updating several sections to bring them current.**

**EXECUTIVE SUMMARY:**

Staff recently received an inquiry from an individual wanting to open a billiards hall in the city. Since this section of the code has been left untouched for many years, staff felt it was an appropriate time to update the code. Staff feel the proposed changes provide an acceptable level of flexibility while still addressing public safety concerns. The Arcade ordinance sets requirements for application and licensure as well as certain conditions to be met such as alcohol restrictions, hours of operation, age requirement for entry and licensure of billiard tables.

**RECOMMENDED ACTION:**

**By Motion: Approve the first reading of an ordinance amending Section 1105 of the Richfield City code relating to licensing of arcades and schedule a second reading for July 27, 2021.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

According to The Verge, an American technology news website, "The arcade has always been aligned with the coin-operated amusements industry, and — since the birth of pinball — with youth. By definition, an "amusement arcade" is a place that houses coin-operated machines, and for the first half of the 20th century, that meant pinball." Arcades, billiard halls, foosball, air hockey, and pinball machines, etc. were largely popular in the 1970's - early 1990's and began to fade in popularity after. Richfield currently has no licensed arcades in the city.

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

The Arcade ordinance sets requirements for application and licensure as well as certain conditions to be met such as alcohol restrictions, hours of operation, age requirement for entry and licensure of billiard tables.

C. **CRITICAL TIMING ISSUES:**

None.

D. **FINANCIAL IMPACT:**

None.

E. **LEGAL CONSIDERATION:**

The City Attorney has reviewed the ordinance and approves of its contents.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may decide to not approve the first reading of the ordinance and direct staff how to proceed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
▣ Arcade Ordinance proposed changes	Cover Memo

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

**AN ORDINANCE AMENDING SECTION 1105 OF THE RICHFIELD  
CODE OF ORDINANCES RELATING TO LICENSING OF ARCADES**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Section 1105 of the Richfield City Code is amended as follows:

**1105.01. - Arcades.**

**Subdivision 1. Definitions.**

(a) For purposes of this section the term "arcade" means a building, structure or tract of land which has as its principal use or activity the providing of any of the following, or any combination of the following, amusements:

(a)(1) Billiards, pool, foosball, air hockey or pigeon-hole tables;

(b)(2) Pinball machines;

(c)(3) Shooting gallery machines; and

(d)(4) Any other mechanical or electronic device which is designed to be played by a contestant or contestants and upon which the contestants receive a score or rating based upon their performance.

(b) For purposes of this section the term "Director" means the Director of Public Safety or the Director's designee.

**Subd. 2. License required.** No person may operate an arcade without first paying a license fee and obtaining a license ~~therefor from the City Council~~. The license shall be in addition to any license or licenses required to be obtained for any of the amusements regulated in Section 1100.

**Subd. 3. Application.** The application shall include the following:

(a) Name, ~~and address, and telephone number~~ of applicant;

(b) Address of the proposed arcade;

~~(c) The name and address of all persons owning or having an interest in the licensed premises; this requirement shall include the names and addresses of the owners of any amusement devices intended to be used by the applicant in connection with the licensed activity; in the case of a corporation the requirements of this paragraph shall include the names and addresses of the officers and directors of the corporation and all shareholders who own alone or in conjunction with their spouse or children more than ten percent (10%) of the issued shares of corporate stock; the applicant shall also submit with the~~

~~application any leases covering the premises or the amusement devices.~~

- ~~(d)~~(c) If the licensed business is owned by a corporation, a copy of the certificate of incorporation, articles of incorporation and bylaws of the corporation.
- ~~(e)~~(d) The name, ~~and address, and telephone number~~ of the ~~M~~anager or managers who will supervise the licensed activity.
- ~~(f)~~(e) Whether any of the persons listed in clauses (a), ~~(b)~~, or ~~(c)~~(d) of this subdivision have been engaged in the business of operating an arcade in the last five (5) years.
- ~~(g)~~(f) Whether any of the persons listed in clauses (a), ~~(b)~~, or ~~(c)~~(d) of this subdivision have been convicted of a crime or have had an application for an arcade license denied, revoked, or suspended within the last five (5) years.

**Subd. 4. Fees: term period.** The license shall be for the calendar year or remaining portion of the calendar year in which the license is first issued~~thereof~~. The license fee is fixed by Appendix D. The entire fee shall accompany the application and the fee shall be refunded only if the application is withdrawn before ~~council~~ consideration of the application.

**Subd. 5. Granting of licenses.** Applications for licenses shall be ~~referred~~submitted to the Director of Public Safety, who will refer the application ~~and to other persons on the City staff as the~~ Director ~~Manager shall deem~~ necessary for investigation and recommendation. ~~The persons to whom an application has been referred shall make their report and recommendations in writing. Upon receipt of the written reports and recommendations the City Manager shall cause to be published in the official newspaper, at least ten (10) days in advance, a notice of public hearing to be held by the City council setting forth the day, time and place when the hearing will be held, the name of the applicant and the location where the business is to be conducted. The application will be reviewed by the Director who, together with the Manager's recommendation, shall be submitted to the City council at the hearing. After the hearing the council may grant or deny the license. In granting the license, the council~~ Director may impose special conditions if it deems the conditions to be necessary because of particular circumstances related to the application.

**Subd. 6. Ineligibility for license.** No license may be issued if ~~Existence of any of the following conditions shall render the applicant ineligible for a license.~~(a) ~~If the applicant or the m~~Manager of the licensed business is:

- ~~(1)~~(a) Is Under 21 years of age;
- ~~(2)~~(b) Is not a citizen of the United States or a A residentn alien, or is legally prohibited from working in the United States; or  
A foreign corporation.
- ~~(b) If the applicant, Manager, or persons owning the licensed activity:~~

- ~~(1)(c)~~ Is not a person of good moral character and repute;
- ~~(2)(d)~~ Has been convicted of ~~an offense which~~ crime that is directly related to the conduct of the licensed business and has not shown competent evidence of sufficient rehabilitation as prescribed by Minn. Statutes Chapter 364;
  - ~~Has operated a similar business elsewhere which operation did not substantially comply with the provisions of this subsection relating to the manner in which the business is conducted; or~~
- ~~(e)~~ Has been denied a license to conduct a ~~like or~~ similar activity or has had the license suspended, revoked, or canceled in the last five (5) years.
- ~~(f)~~ Is not the real party in interest in the business or occupation being licensed; and
- ~~(g)~~ Knowingly misrepresented or falsified information on the license application.
- ~~(a)~~ If the Manager supervising the licensed activity is not a resident of the City.

### 1105.03. - Conditions of licensure.

**Subdivision 1. Compliance with zoning code.** Only premises which are within commercial, mixed use – community, or mixed use- regional zoning districts of the City may be licensed. ~~No arcade established after November 1, 1975 may be located on land which is adjacent to residential or multiple residence zoning districts within the City.~~

**Subd. 2. Hours.** Arcades shall be closed at between the hours of 2:00 a.m. and 8:00 a.m. each day and may not open until 9:00 a.m. on weekdays or until 12:00 noon on Sundays.

**Subd. 3. Alcoholic beverages.** The consumption of intoxicating liquor or non-intoxicating malt liquor, or the use of any controlled substance, as those terms are defined in this code or state statute, are not permitted on any part of the licensed premises.

**Subd. 4. Persons under Minimum age.** ~~No person under the age of 17 may be permitted to remain on any part of the licensed premises after 10:00 p.m. unless accompanied by his parent or legal guardian.~~ No person under the age of 18 years may be permitted to enter or remain upon any part of the licensed premises at any time unless accompanied by the person's parent or legal guardian.

**Subd. 5. Parking.** Adequate off-street parking shall be provided for patrons of the premises in compliance with the provisions of the zoning code.

**Subd. 6. Compliance with laws.** The licensed premises shall comply with all applicable state and local regulations dealing with health, zoning and building requirements.

**Subd. 7. Licensee to maintain order.** The licensee shall be responsible for maintaining order on all parts of the licensed premises.

**Subd. 8. Amusements must be licensed.** Only amusements with a current valid license sticker attached may be offered for use or kept on the licensed premises.

**Subd. 9. Gambling prohibited.** No wagering or betting for a consideration or any other gambling may be permitted on the licensed premises.

**Subd. 10. Conduct nondisruptive.** The licensed activity shall be conducted in a manner and located in a place so as not to be likely to result in injury or damage to persons or property in the neighborhood or injurious, annoying, or disruptive to patrons of other businesses located in the area.

**Subd. 11. Manager must be present.** The applicant or ~~m~~Manager designated in the license application shall be present on the premises during all times the premises are open; ~~no new Manager may be placed in supervision of the premises until he has been approved by the City council.~~

**Subd. 12. Owner of amusement devices.** No amusement device may be located in an arcade if the owner of the device would be ineligible to obtain an arcade license by virtue of subsection 1100.041.

#### **1105.05. - Bond.**

At the time of filing an application for license under subsection 1105.01, the applicant shall file a bond with corporate surety with the ~~Clerk~~Director in the amount of ~~\$1,000~~700.00. The surety on the bond shall be a surety company duly licensed to do business in the State. The surety bond shall be approved by the City ~~A~~ttorney as to form and execution and deposited with the ~~City Clerk~~Director. The bond shall be conditioned as follows:

- (a) The licensee shall obey the laws relating to the licensed business;
- (b) The licensee shall pay to the City when due all taxes, license fees, penalties and other charges provided by law; and
- (c) In the event of violation of any law relating to the business for which the license has been granted, the bond shall be forfeited to the City.
- (d) The bond shall be kept in full force and effect throughout the license period.

### **1105.07. - Revocation or suspension.**

The Director may suspend or revoke an arcade license ~~may be revoked or suspended by the City Manager whenever the licensee, its owner, Manager, or employees or agents of the licensee have engaged in~~ for any of the following conduct:

- (a) Fraud, deception, or misrepresentation in connection with the securing of a license;
- (b) Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the ~~inimical to the interests of public health, safety, or general welfare or morals;~~
- (c) ~~Conduct involving moral turpitude;~~
- (d) Criminal Conviction that is directly related to the licensed business, provided that the licensee cannot show competent evidence of sufficient rehabilitation under Minn. Stat. Chapter 364 ~~of an offense involving moral turpitude by any court of competent jurisdiction;~~ and
- (e) Failure to comply with any of the provisions of this section, or applicable state law, or engaging in conduct which would be grounds for denial of an initial application for licensure.

### **1105.09. - Violations.**

It is unlawful to falsify an application for an arcade license, to operate an arcade while the licensee is ineligible for a license, or to operate an arcade in violation of the conditions of the license.

Section 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this \_\_\_\_th of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Kari Sinning, Acting City Clerk



**STAFF REPORT NO. 106**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director  
 6/30/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
 7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Formally discharge the racial covenants from all City of Richfield parkland and require that staff review all future park-land acquisition titles and discharge those covenants at the time of purchase.**

**EXECUTIVE SUMMARY:**

The City has joined the Just Deeds project, which is a coalition of organizations whose mission it is to acknowledge, educate, and help to address systemic racism in housing and parks in Minnesota. Coalition members provide free help to homeowners to find and discharge discriminatory covenants from property titles. Participating cities agree to raise awareness of the inequities caused by these racist tools, renounce the covenants on city-owned properties, and assist residents in discharging covenants on their properties. Racial or discriminatory covenants were a common tool used from the early 1900s until the 1960s to prevent Black, Indigenous, People Of Color (BIPOC), and non-Christians from buying property and living in residential neighborhoods across the country, including in the City of Richfield. Property deed language commonly stated: "no person of any race other than the Caucasian race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant." While unequivocally deemed illegal with the passage of the Fair Housing Act in 1968, this discriminatory practice had a far-reaching impact on the development of the Twin Cities and communities of color, resulting in racially segregated communities and creating severe inequities between white and BIPOC communities still felt today.

Using data collected by the Mapping Prejudice project, a map of the racial covenants that exist in with City of Richfield Parks is attached. There are 3,714 parcels in the City that contain some form of racial covenant on the property deed including the following parks:

- Taft Park
- Milner Pond
- Richfield Lake
- Wood Lake Nature Center
- Sheridan Park
- Jefferson Park
- Adams Hill Park

Action taken by the State Legislature in 2019 has made it possible for property owners and cities with publicly owned land to formally discharge the covenant on the property title. The discharge doesn't remove the language but instead acknowledges it and its harmful intent and formally renounces this racist tool.



## **RECOMMENDED ACTION:**

By motion: Approve the formal discharge of the racial covenants from all City of Richfield parkland and require that staff review all future park-land acquisition titles and discharge those covenants at the time of purchase.

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

- In 2016, the Mapping Prejudice project at the University of Minnesota began mapping discriminatory covenants in Hennepin County, exposing the extent of these racist tools and raising awareness of the lasting impacts on BIPOC communities. Building on the Mapping Prejudice work, in 2019, the City of Golden Valley and its Human Rights Commission began working with the Just Deeds coalition to bring awareness to this painful history of discrimination and facilitate the disavowal of racial covenants.
- Staff became aware of racial covenants existing in Richfield when one was found during the platting process for the Municipal Center and when a builder through the Housing & Redevelopment Authority's (HRA) Richfield Rediscovered Credit Program discovered one on a property he'd purchased and brought it to the attention of staff.
- The City began racial equity work in 2018, becoming a member of the Government Alliance for Racial Equity (GARE), and in 2020 took a significant step towards advancing this work by hiring an Equity and Inclusion Administrator. Becoming a participant in the Just Deeds project is another step the City can take towards advancing racial equity in the community and ensuring that all our residents have the opportunity to thrive.
- In 2018, the City took action to begin erasing the inequities caused by housing discrimination perpetuated by racial covenants and other government policies by creating its First-time Homebuyer Program (Program). The Program was created in response to troubling data regarding the disparities in homeownership rates between white households and households of color. According to the 2019 American Community Survey (ACS), 70% of white households own a home while just 31% of households of color own a home in Richfield. The Program is designed and marketed towards people traditionally underrepresented in the homeownership market. Of the first 16 loans issued, 9 have been to households of color.
- On March 15, 2021, representatives from the Just Deeds Coalition presented to members of the City Council, HRA, Planning Commission, and Human Rights Commission. Members present expressed strong support for becoming a participating city.
- On May 18, 2021, City staff presented information about the Just Deeds program to the Community Services Commission.
- On June 15, 2021, the Community Services Commission approved a vote to recommend to the City Council to discharge all racial covenants on City of Richfield parkland.
- On June 24, 2021, City Staff presented information about the Just Deeds program to the Recreation Team at a Brown Bag Lunch and Learn.

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

- Advancing equity is a core value and goal of the City.
- In 2019, the State passed a law making it possible for a property owner to discharge the discriminatory covenant on their property.

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

Staff will move forward the following:

- Continue to seek out opportunities to tell this important part of our park system's story from a place of education.
- Work with other City Staff to help advance the Just Deeds program to discharge racial covenants

across the city.

- Discharge all racial covenants associated with park property.
- Review any future park property purchases for additional covenants and discharge them at the time of purchase.

**D. FINANCIAL IMPACT:**

- The cost to the City is in staff time. Hennepin County has waived the normal fees for recording the disavowal.
- The Minnesota Association of City Attorneys (MACA) will be providing pro-bono services to assist people with the process of discharging covenants.

**E. LEGAL CONSIDERATION:**

The Richfield City Attorney has been part of the conversations regarding the Just Deeds project.

**ALTERNATIVE RECOMMENDATION(S):**

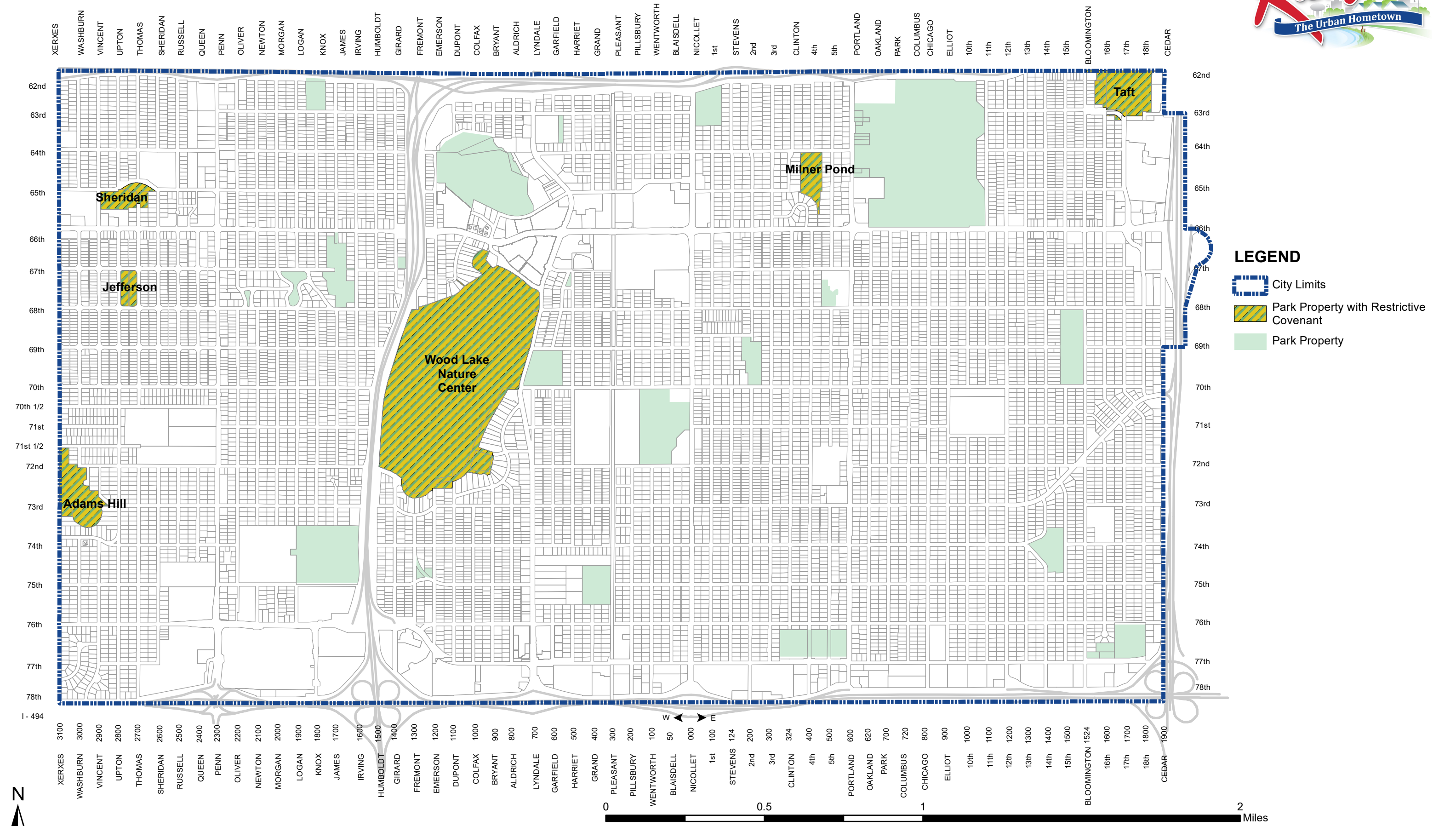
Decide not to discharge the racial covenants at this time that are associated with City of Richfield parkland.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ Map of restrictive racial covenants on City of Richfield park property	Cover Memo

# Racially Restrictive Covenants in Richfield Park Property





**STAFF REPORT NO. 107**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Acting Community Development Director  
7/6/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider an Acknowledgement of Receptivity of a Metropolitan Council Livable Communities Act funding award for a proposed multi-family housing development at 6501 Penn Avenue South.**

**EXECUTIVE SUMMARY:**

The development team of Boisclair Corporation and NHH Properties (Developer) is proposing to redevelop the property at 6501 Penn Avenue South and 6500-04 Oliver Avenue South with 63 apartments, including 15 units for people with disabilities. The Housing and Redevelopment Authority (HRA) owns the property at 6501 Penn Avenue South and 6500 Oliver Avenue South and approved a Preliminary Redevelopment Agreement with the Developer in 2020. Several work sessions have been held with policymakers about the proposed project over the past year-and-a-half.

The Developer is proposing to fund the project primarily with federal tax credits, a mortgage through Minnesota Housing, federal HOME funds and Local Housing Incentive Act (LHIA) funds from the Metropolitan Council. One-hundred percent of the units would be income-restricted at a mix of income levels. The project includes the following components:

- A height of four stories on Penn Avenue and three stories on Oliver Avenue.
- Garden space/raised beds, tot lot, and a community patio.
- A parking ratio of 1:1.
- Enclosed bike storage, a business center, community room, office, and fitness room.
- 30 two-bedroom, 17 three-bedroom, and 16 one-bedroom units.
- 48 units affordable to people earning up to 50% and 60% of the Area Median Income (AMI).
- Eight two-bedroom units with federal Section 811 funding, which would set rent to 30% of a resident's income and be targeted to people with disabilities earning no more than 30% of the AMI. Supportive services would be provided by Simpson Housing.
- Seven one and two-bedroom subsidized units, affordable to individuals earning no more than 30% of the AMI, targeted to people with disabilities or leaving shelters, with supportive services provided by the Department of Human Services (DHS). Applicants to these units would be from the DHS Coordinated Entry system.
- Eight of the units would be ADA-accessible.

The project has an additional gap of \$1 million that the Developer proposes to fill with Tax Increment Financing (TIF) generated by the new development. The City's financial consultant has determined that the project generates sufficient TIF to fill this gap. A request to create a Housing TIF District would be brought

before the City Council at a future meeting.

The application for tax credits and other funds is due to Minnesota Housing by July 15, and a signed Acknowledgement of Receptivity for LHIA funds is required as part of the application. LHIA funds would be awarded directly to the City, who would agree to pass along funds to the project if it is funded. An LHIA fund award must also be matched on a 1:1 basis by the City. TIF funds are considered an allowable match.

### **RECOMMENDED ACTION:**

**By motion: Authorize the City Manager to execute an Acknowledgement of Receptivity of a Metropolitan Council Livable Communities Act funding award for a proposed multi-family housing development at 6501 Penn Avenue South.**

### **BASIS OF RECOMMENDATION:**

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

- The HRA purchased the former Bumper to Bumper auto parts property in January 2019.
- The Developer presented a proposal for the property to joint work sessions of the Richfield City Council, HRA and Planning Commission on September 16 and November 18, 2019.
- The HRA approved a Preliminary Redevelopment Agreement with the Developer, doing business as Penn Investments LLC, on January 21, 2020.
- An additional work session on project affordability options was held with the HRA on February 18, 2020, and a second session was held with both HRA and Council on June 15, 2020. A majority of policymakers expressed support for further exploring both deeper affordability and possible units for people with disabilities.
- The HRA approved an amended Preliminary Redevelopment Agreement on November 16, 2020, extending project deadlines into 2021, due to delays caused by the pandemic.
- The Developer owns 6504 Oliver Avenue South, an adjacent single-family property.
- The HRA owns a remnant parcel (30 feet by 133 feet) at 6500 Oliver Avenue South, adjacent to the parcel owned by the Developer.
- There is a single-family home and a duplex located adjacent to the development site on Oliver Avenue. Neither owner is interested in selling to the Developer at this time. The Developer will be expected to demonstrate future phases on the project, in the event those properties become available for purchase.
- There is a blighted commercial property located to the south of the project property. To-date, the owner has been unresponsive to inquiries made by both the Developer and the HRA. In the event that property becomes available for purchase, a future phase of apartments could be constructed on that site.

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

- The property is zoned and guided for Mixed Use with the Penn Avenue Overlay. The goal of the Penn Avenue Corridor District is to provide for a balanced mix of commercial, office and residential uses that together create a cohesive and pedestrian-friendly area.
- The City's Comprehensive Plan and Housing Visioning statement encourage the development of a full range of housing choices.
- The Metropolitan Council has determined the City's share of housing affordable at 30% of the AMI to be 66 units.
- The City's Inclusionary Housing Policy (Policy) requires the inclusion of at least 20% of units affordable at 60% of the AMI for all projects receiving City financial assistance. The Policy also encourages deeper affordability, larger bedroom sizes, and accessible units. The concept being explored by the Developer would exceed this requirement.
- Federal tax credit applications are funded based on how well a project scores and is in alignment with the State's Qualified Allocation Plan (QAP). The Developer has put together the proposed project and its mix of affordability in order to meet the goals of the QAP and be competitive for funding.
- It is the City's practice to seek and to support others seeking outside funds for development projects whenever possible.

**C. CRITICAL TIMING ISSUES:**

- Applications for tax credits are due to Minnesota Housing by July 15, 2021.
- A formal Redevelopment Agreement and TIF Plan, planning review and land use approvals, outreach to the neighborhood, and engagement with stakeholders are expected in the next several months.

**D. FINANCIAL IMPACT:**

- The Developer is applying to Minnesota Housing for \$6.7 million in federal tax credits and an additional \$4.6 million deferred loan and LHIA funds to fill the financial gap.
- Receipt of any LHIA funds must be matched on a 1:1 basis by the City. An initial analysis indicates that sufficient tax increment would be generated by the project to provide matching funds to an LHIA award. The amount of the award would be limited to the amount of the match provided. The Developer estimates a TIF note in the amount of \$631,000, plus interest, would be needed to fill the gap, which could provide sufficient match for a comparable award of LHIA funds.

**E. LEGAL CONSIDERATION:**

- To be considered for LHIA funds, a signed Acknowledgement of Receptivity must be submitted with the grant application.

**ALTERNATIVE RECOMMENDATION(S):**

Decide not to support the application for funding.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

NA

**ATTACHMENTS:**

Description	Type
□ LHIA Receptivity Form	Backup Material
□ Site Plan	Backup Material

## ACKNOWLEDGEMENT OF RECEPTIVITY OF A METROPOLITAN COUNCIL LCA FUNDING AWARD

The City of Richfield (“Grantee”) agrees to accept and make available in a timely manner to the Request for Proposal (RFP) Applicant, Penn Investments, LLC, any Local Housing Incentives Account (LHIA) award to the Grantee to assist the housing development or activity proposed in this application, if such an award is made, and to provide the funding match as required by state statute. The Grantee certifies that the housing development, for which the application is submitted, is located in Richfield, which is a participant in the Metropolitan Council’s Livable Communities LHIA program.

By: \_\_\_\_\_  
(Authorized City Official)

**PROPOSED PROJECT INFORMATION** (Required for grant contracting purposes)

PROJECT INFORMATION		
Nuage	6501 Penn Ave S	Richfield
Project Name	Project Address	Project City
Street boundaries or major intersections:		

PROJECT STAFF CONTACT INFORMATION			
Contact Name	Address	City	Zipcode
Phone Number	Fax Number	E-mail address	

GRANTEE (CITY/TOWNSHIP, HOUSING/DEVELOPMENT AUTHORITY) CONTACT INFORMATION			
Julie Urban	Housing Manager	612.861.9777	jurban@richfieldmn.gov
Contact Name	Title	Phone	E-mail Address
<div>Signature</div>			

GRANTEE'S "AUTHORIZED OFFICIAL" CONTACT INFORMATION			
Katie Rodriguez	City Manager		krodriguez@richfieldmn.gov
Name	Title	Phone	E-mail Address
<div style="border-top: 1px solid black; height: 1.2em; width: 100%;"></div> Signature			

GROSS AREA - TOTAL	
Level	Area
Level 4	17,170 ft²
Level 3	19,759 ft²
Level 2	19,759 ft²
Level 1	19,759 ft²
Level -1	20,057 ft²
Grand total	96,504 ft²

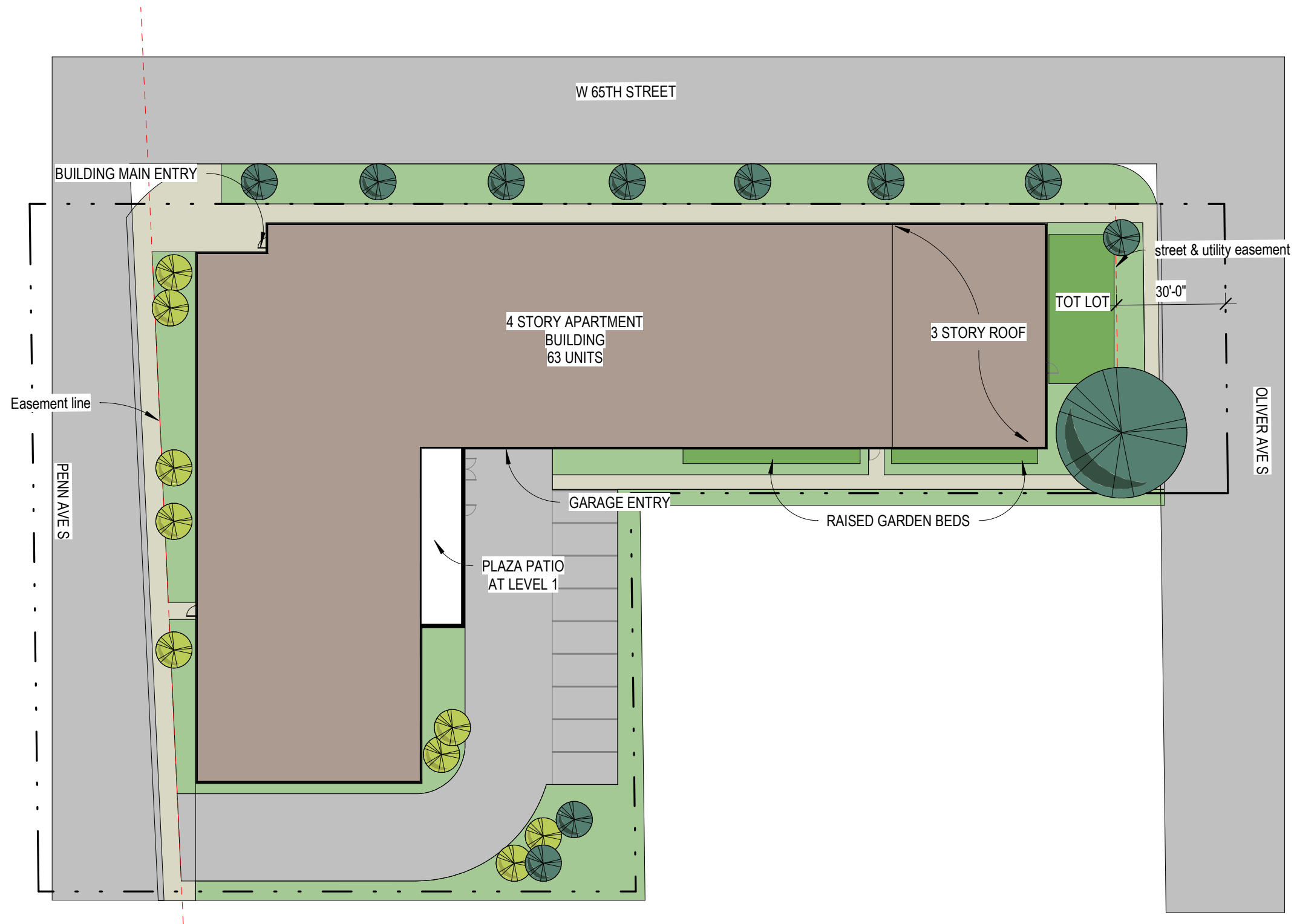
PARKING		
Level	Type	Count
Level -1		63
	(54 GARAGE, 8 EXTERIOR)	63

UNIT MIX - GROSS AREA				
Name	Count	Unit Gross Area	Total Area	%
		Main Floor		
1 BR				
Unit 1-0	16	663 ft²	10,604 ft²	25%
	16		10,604 ft²	25%

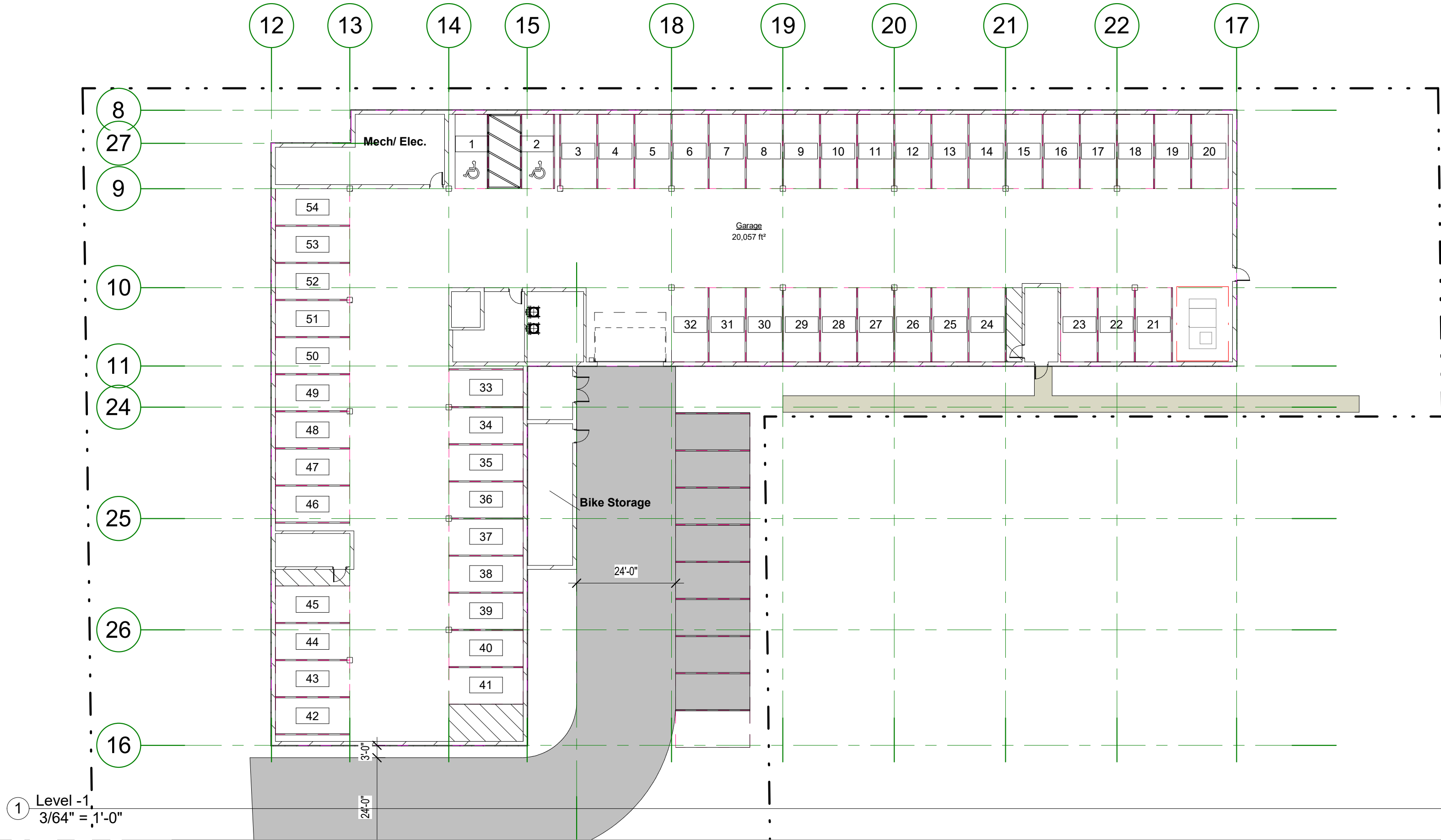
2BR				
Unit 2-0	27	939 ft²	25,350 ft²	43%
Unit 2-1	3	1,142 ft²	3,425 ft²	5%
	30		28,776 ft²	48%

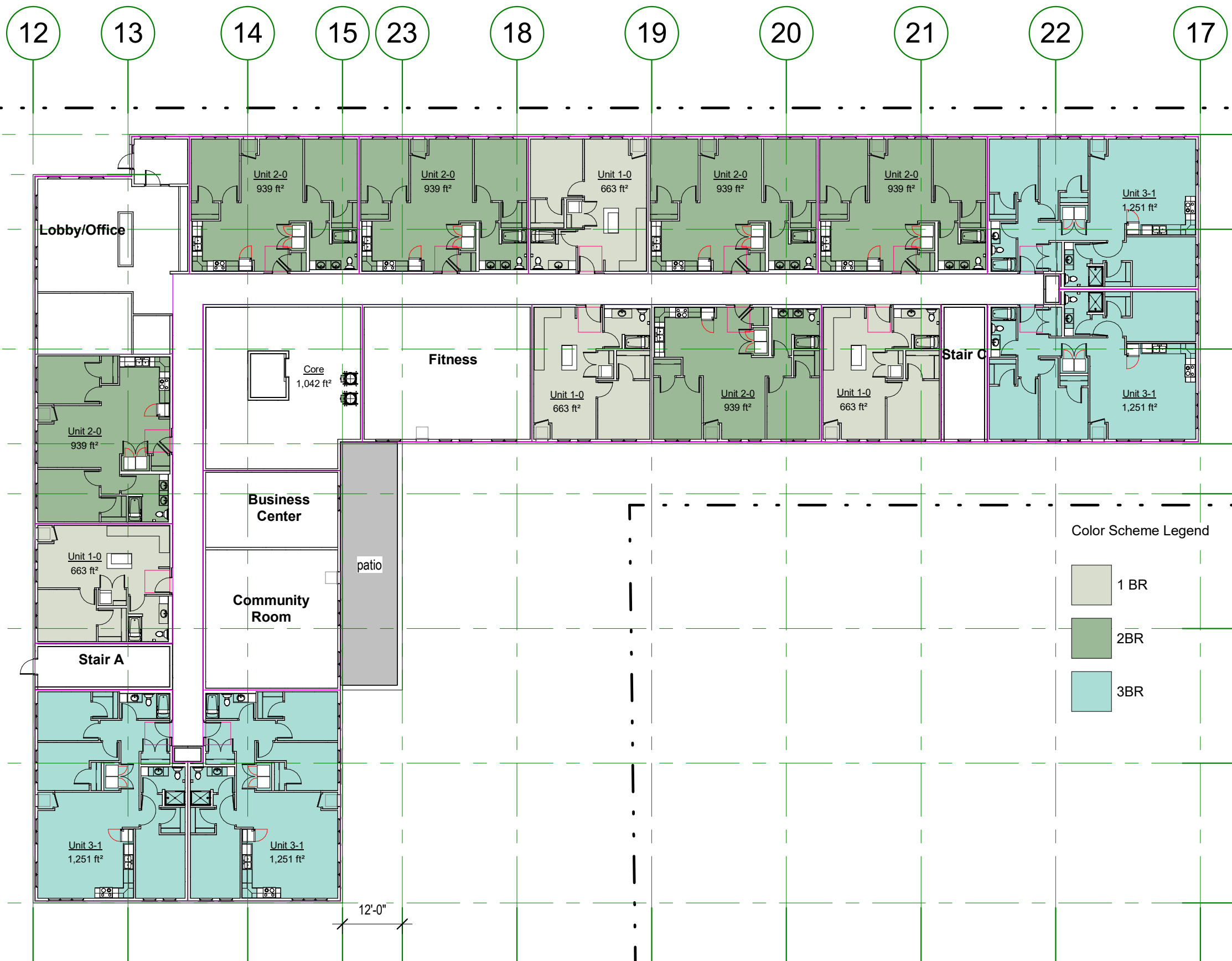
3BR				
Unit 3-0	3	1,215 ft²	3,645 ft²	5%
Unit 3-1	14	1,251 ft²	17,514 ft²	22%
	17		21,159 ft²	27%
Grand total	63		60,538 ft²	100%



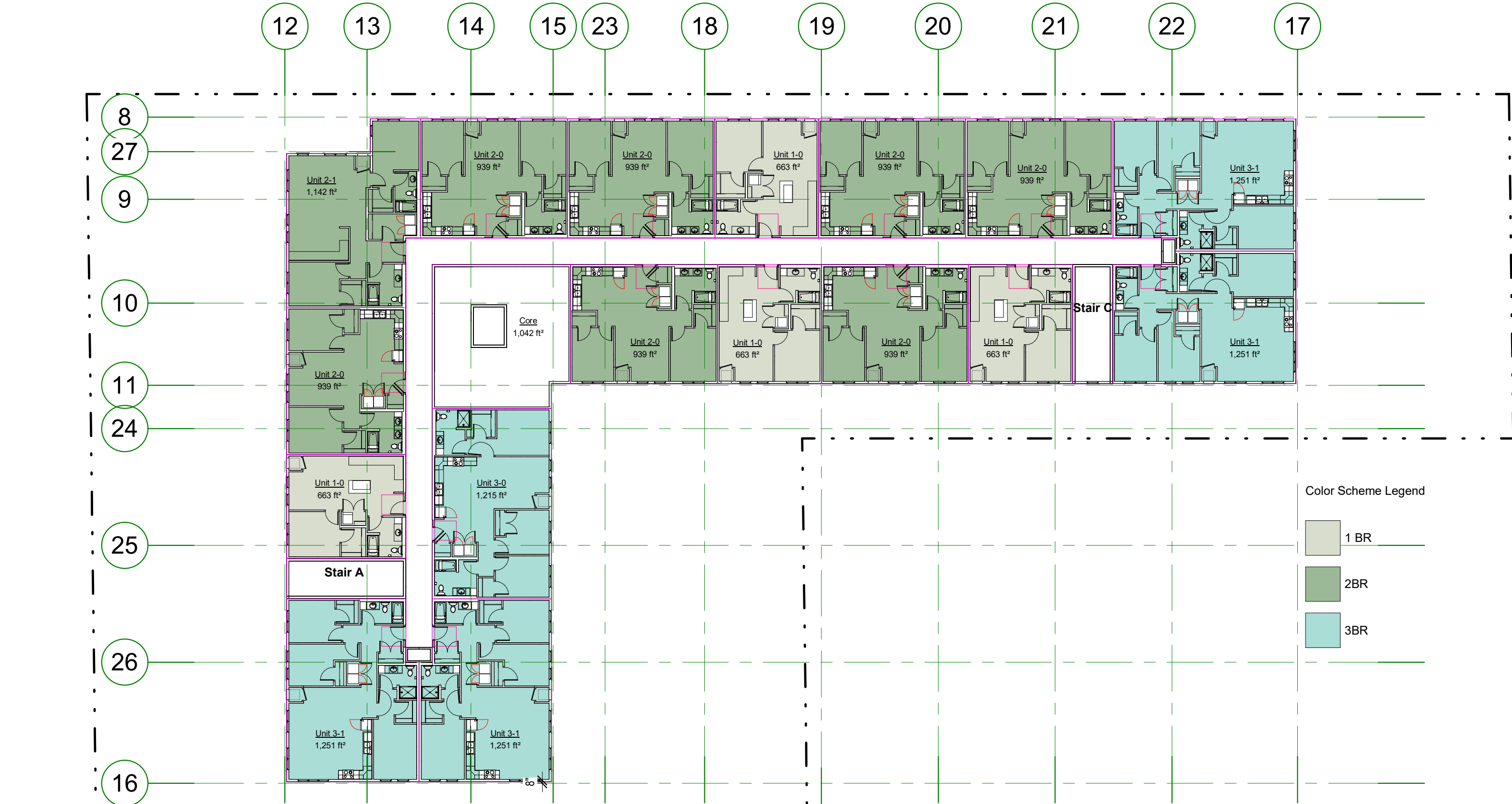


1 SD Site Plan  
1/32" = 1'-0"

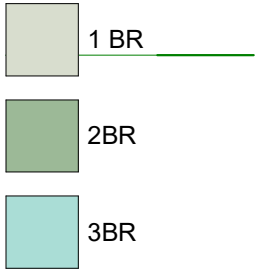




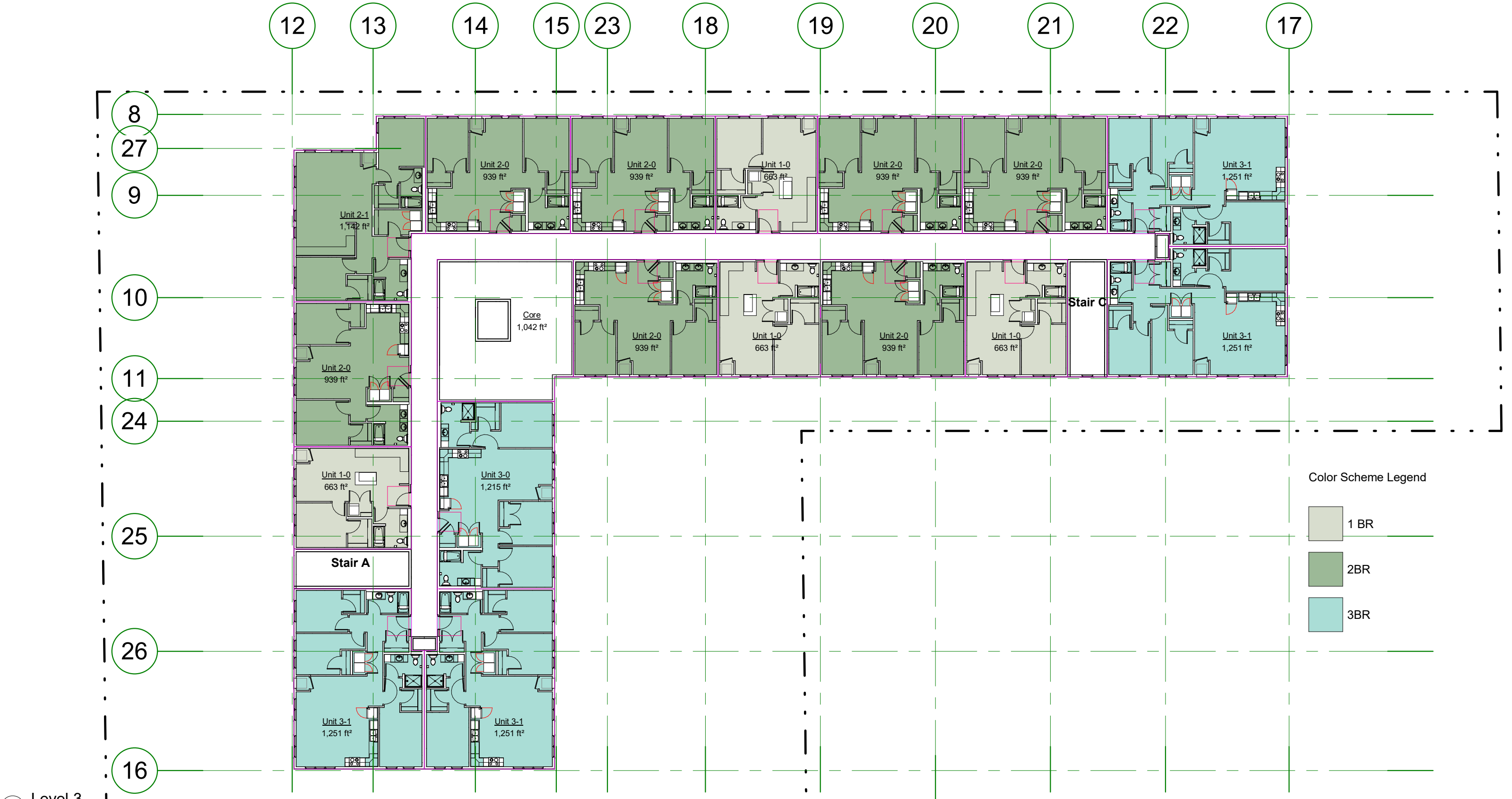
1 Level 1  
3/64" = 1'-0"



Color Scheme Legend



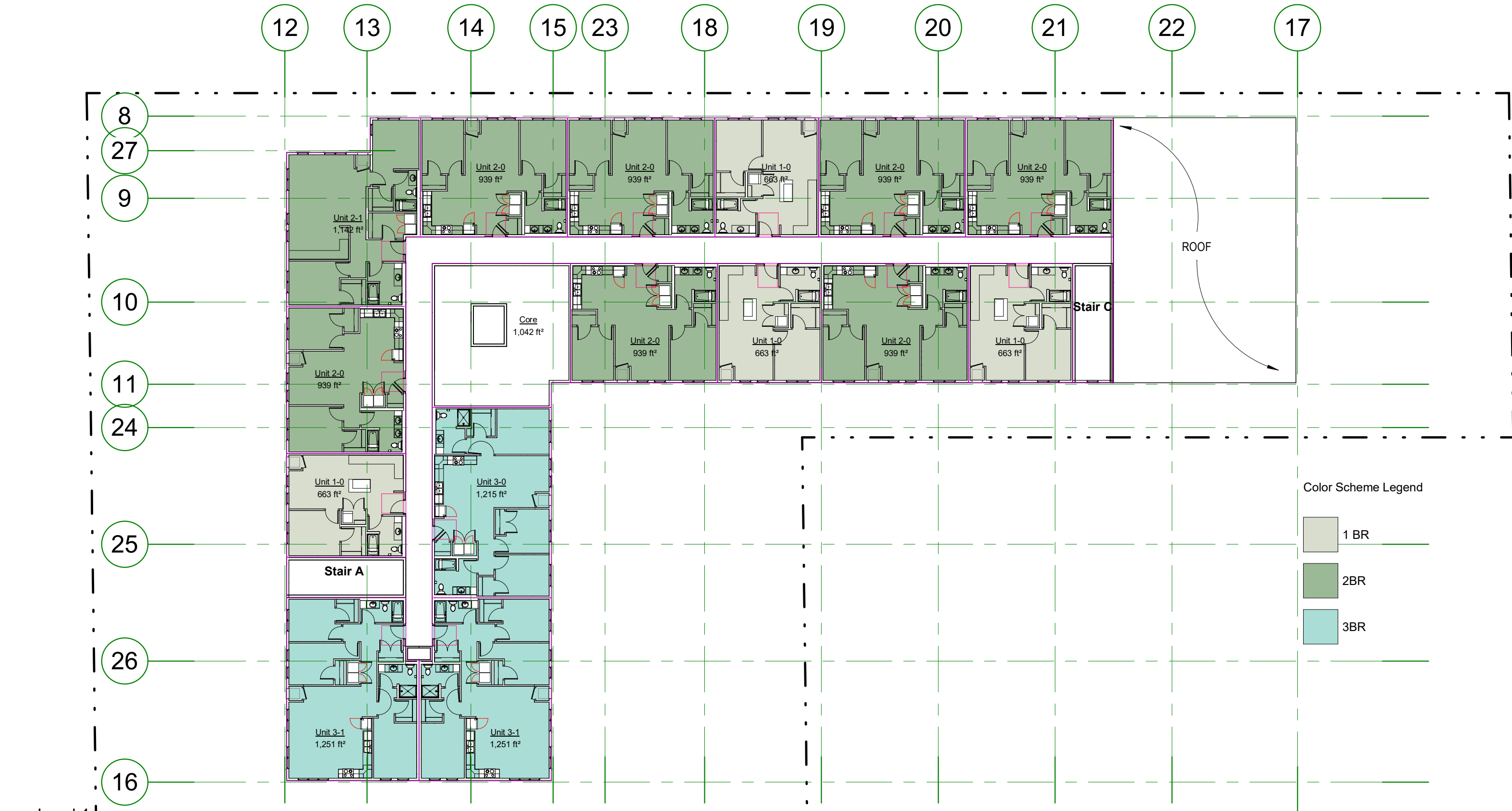
1 Level 2  
3/64" = 1'-0"



Color Scheme Legend

- 1 BR
- 2 BR
- 3 BR

① Level 3  
3/64" = 1'-0"



Color Scheme Legend

- 1 BR
- 2BR
- 3BR

① Level 4  
3/64" = 1'-0"



**STAFF REPORT NO. 108**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director  
7/6/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

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

**EXECUTIVE SUMMARY:**

Mr. Price, owner of the manufactured-home park Woodlawn Terrace, has paid the City of Richfield for the usage of the northern ten feet of the Lincoln Athletic Complex for many years for purposes of accommodating five larger units. The City arranges for use of the land through a use and indemnification agreement that has been renewed every two years since 1997.

The current agreement expires on July 31, 2021 and staff has prepared an updated ten-year agreement. Mr. Price will pay for 2021-2022 usage in the amount of \$4,773 payable on or before August 1, 2021. The amount for subsequent years reflects a 3% annual increase.

**RECOMMENDED ACTION:**

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

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Mr. Price has paid for the use of this strip of land for many years and has agreed to this arrangement.

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

By policy, the City Council reviews, considers, and executes all City contracts, including use and indemnification agreement renewals.

**C. CRITICAL TIMING ISSUES:**

The current two-year agreement expires on July 31, 2021.

**D. FINANCIAL IMPACT:**

Mr. Price will pay the amount due, for 2021-2022 usage, of \$4,773 on or before August 1, 2021.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Tom Price, Woodlawn Terrace Owner

**ATTACHMENTS:**

Description	Type
▣ Tom Price Agreement	Cover Memo



**FIRST AMENDMENT TO USE AND INDEMNIFICATION AGREEMENT  
BETWEEN THE CITY OF RICHFIELD  
AND THOMAS PRICE**

This FIRST AMENDMENT TO THE USE AND INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF RICHFIELD AND THOMAS PRICE is entered into this 13th day of July, 2021, between the City of Richfield, a municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (the "City") and Thomas Price ("Price"), an individual, residing at 7421 Lyndale Avenue South, Richfield, MN 55423.

**WHEREAS**, the City and Price entered into a Use and Indemnification Agreement on or about July 23, 2019 ("the Agreement", attached as Exhibit A), whereby the City agreed to allow Price to use certain City Property, as legally described in the Agreement, in exchange for monetary compensation and compliance with other terms;

**WHEREAS**, the Agreement is set to expire on July 31, 2021 and by its terms, the parties may agree to an extension and modification of terms in writing; and

**WHEREAS**, the parties now desire to amend the Agreement (the "Amendment") for the purpose of extending the term of the Agreement and allowing Price to assign the Agreement to an entity called Woodlawn Terrace Cooperative ("Cooperative") after the Cooperative and Price finalize conveyance of the mobile home park, which is adjacent to the City Property.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the City and Price hereby agree as follows:

**AGREEMENT**

1. *Recitals.* The foregoing recitals are incorporated into and made a part of this Amendment.
2. *Offer and Acceptance of Agreement.* Paragraph 1 of the Agreement is replaced with the following:

Subject to the terms and conditions of this Agreement, and in consideration of the covenants contained herein, the City and Price agree that Price may use the City Property for the period commencing on August 1, 2021, and terminating on July 31, 2031, with fees to be paid as follows:

<u>DATE</u> <u>DUE</u>	<u>USE FEE</u>	<u>TAX</u>	<u>TOTAL DUE</u>
8/1/2021	\$ 4,773.00	\$ 359.17	\$ 5,132.17
8/1/2022	\$ 4,916.19	\$ 369.94	\$ 5,286.13

8/1/2023	\$ 5,063.68	\$ 381.04	\$ 5,444.72
8/1/2024	\$ 5,215.59	\$ 392.47	\$ 5,608.06
8/1/2025	\$ 5,372.05	\$ 404.25	\$ 5,776.30
8/1/2026	\$ 5,533.22	\$ 416.37	\$ 5,949.59
8/1/2027	\$ 5,699.21	\$ 428.87	\$ 6,128.08
8/1/2028	\$ 5,870.19	\$ 441.73	\$ 6,311.92
8/1/2029	\$ 6,046.29	\$ 454.98	\$ 6,501.28
8/1/2030	\$ 6,227.68	\$ 468.63	\$ 6,696.32
8/1/2031	\$ 6,414.51	\$ 482.69	\$ 6,897.20

3. A new paragraph (m) in Section 4 (Miscellaneous Provisions) is added as follows:

(m) Upon final conveyance of the mobile home park, Price may assign this Agreement and all of his rights and obligations hereunder to the following:

Woodlawn Terrace Cooperative  
7421 Lyndale Avenue S., #21  
Richfield, MN 55423

Such assignment may be without further consent or approval from the City. Price must promptly provide the City with written verification of the assignment, including the effective date of the assignment, and applicable contact information for the Cooperative for notice purposes as described in paragraph 4(b) of the Agreement. As of the effective date of the assignment, the Cooperative shall assume all rights and obligations of Price in the Agreement.

4. *Ratification.* The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this First Amendment as of the date first written above.

CITY OF RICHFIELD

THOMAS PRICE

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

Maria Regan Gonzalez

Its: Mayor

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

Katie Rodriguez

Its: City Manager

# EXHIBIT A: USE AND INDEMNIFICATION AGREEMENT (THE “AGREEMENT”)

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

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

### RECITALS

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

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

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

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

### AGREEMENT

1. **Offer and Acceptance of Agreement.** Subject to the terms and conditions of This Agreement, and in consideration of the covenants contained herein, the City and Price agree that Price may use the City Property for the period commencing on August 1, 2019, and terminating July 31, 2021 for a fee of \$4,773 payable in two installments: \$2,351 on or before November 15, 2017 and \$2,422 on or before August 1, 2020.

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

3. **Indemnification and Insurance.**

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

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

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

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

(b) Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

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

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

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

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

(e) The City may terminate this Agreement:

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

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

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

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

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

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

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

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

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

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

CITY OF RICHFIELD

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

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

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



**STAFF REPORT NO. 109**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
7/6/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

Consider the approval of a resolution authorizing a Limited Use Permit (LUP) between the City and State of Minnesota, Department of Transportation (MnDOT) for a non-motorized recreational trail in Trunk Highway 77 (TH 77) right-of-way as part of the 77th Street and Trunk Highway 77 Improvements Project.

**EXECUTIVE SUMMARY:**

The eastern portion of Nine Mile Creek Regional Trail (NMCRT) currently serves both Richfield and Bloomington. The NMCRT's master plan recognized the potential for the trail to have two segments near the airport with the southern trail running from 12th Ave south of Hwy 494 along American Blvd. through Bloomington, and a northern trail running from 12th Ave north of Hwy 494 running east through the forthcoming 77th Street Underpass.

The 77th St Underpass project design includes a trail component that will be used to extend Nine Mile Creek Regional Trail under TH 77 as discussed in the NMCRT master plan. Since the planned trail segment encroaches on MnDOT TH 77 right-of-way, the State requires the City obtain a LUP for the trail extension.

**RECOMMENDED ACTION:**

**By Motion: Approve the resolution authorizing the LUP between the City and MnDOT for a non-motorized recreational trail in TH 77 right-of-way as part of the 77th Street and Trunk Highway 77 Improvements Project.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

See executive summary.

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

Construction of the 77th Street and Trunk Highway 77 Improvements Project and related non-motorized facilities is consistent with the City's Comprehensive Plan (Chapter 7 - Transportation).

**C. CRITICAL TIMING ISSUES:**

Before the City can enter into an agreement with MnDOT for the release of the project's allocated State

Local Road Improvement Program bonding funds, this LUP must be in place.

**D. FINANCIAL IMPACT:**

- Construction of the non-motorized trail has been included in the project plans and specifications as part of the overall project package.
- The City has an agreement in place with Three Rivers Park District (TRPD) to share construction costs and TRPD will be contributing a fixed amount of \$300,000 to the cost of trail construction.
- Maintenance of the trail, including snow removal, will be the City's responsibility once constructed.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Trail ROW layout	Exhibit
<input type="checkbox"/> Limited Use Permit Agreement	Contract/Agreement
<input type="checkbox"/> Resolution	Resolution Letter

77TH ST

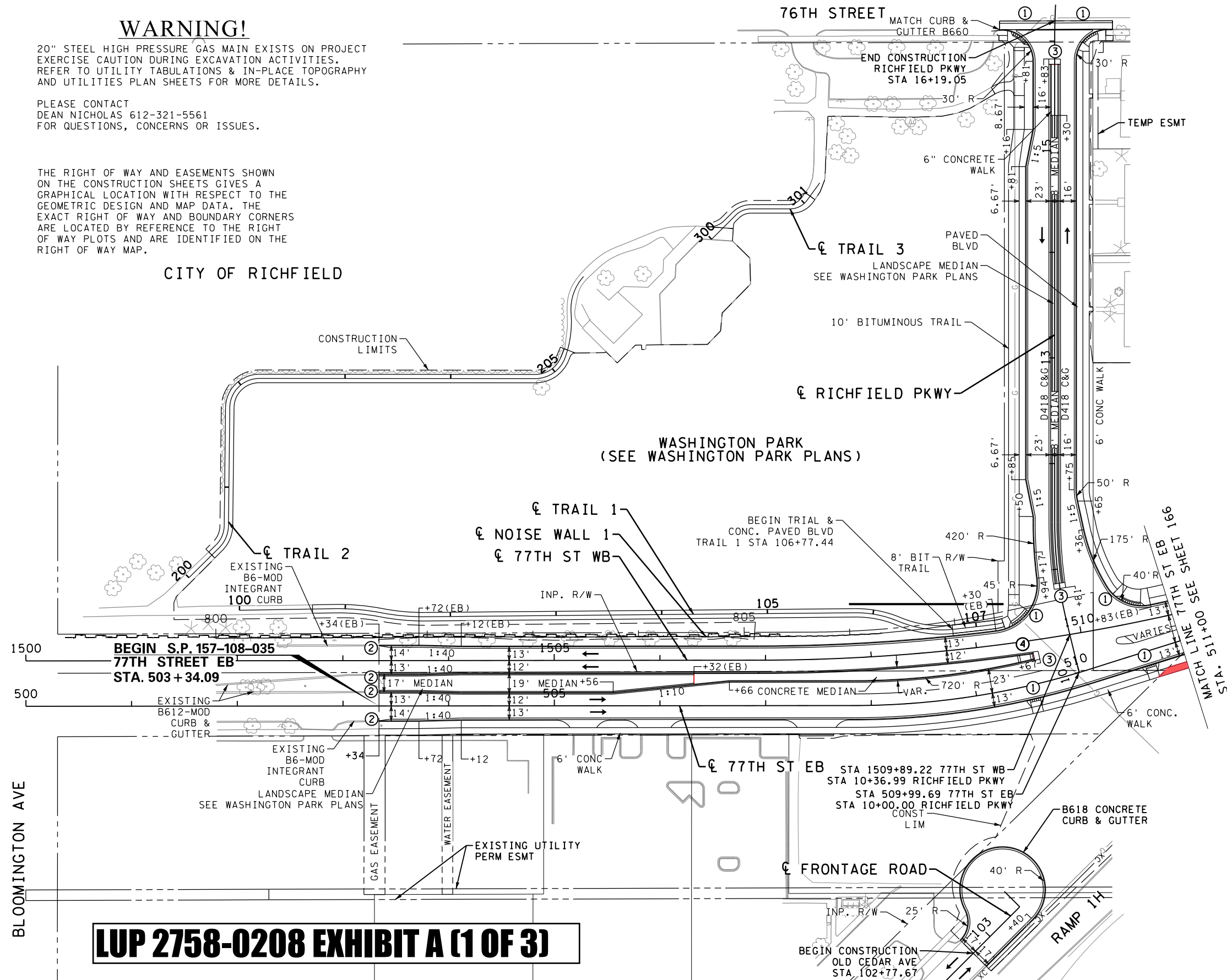
WARNING!

20" STEEL HIGH PRESSURE GAS MAIN EXISTS ON PROJECT  
EXERCISE CAUTION DURING EXCAVATION ACTIVITIES.  
REFER TO UTILITY TABULATIONS & IN-PLACE TOPOGRAPHY  
AND UTILITIES PLAN SHEETS FOR MORE DETAILS.

PLEASE CONTACT  
DEAN NICHOLAS 612-321-5561  
FOR QUESTIONS, CONCERNS OR ISSUES.

THE RIGHT OF WAY AND EASEMENTS SHOWN  
ON THE CONSTRUCTION SHEETS GIVES A  
GRAPHICAL LOCATION WITH RESPECT TO THE  
GEOMETRIC DESIGN AND MAP DATA. THE  
EXACT RIGHT OF WAY AND BOUNDARY CORNERS  
ARE LOCATED BY REFERENCE TO THE RIGHT  
OF WAY PLOTS AND ARE IDENTIFIED ON THE  
RIGHT OF WAY MAP.

CITY OF RICHFIELD



LEGEND

- ① PEDESTRIAN CURB RAMP, SEE STANDARD PLANS
- ② CURB TRANSITION SEE MISCELLANEOUS DETAILS
- ③ MEDIAN NOSE DESIGN 7113
- ④ SEE MISCELLANEOUS DETAILS FOR DEPRESSED MEDIAN CURB AT CROSSWALK
- 8" CONCRETE PAVEMENT SEE STANDARD PLANS
- DIRECTION OF TRAFFIC

NOTES:

- ALL DIMENSIONS ARE TO FACE OF CURB.
- SEE CONSTRUCTION PLAN DETAILS FOR ADDITIONAL INFORMATION AT ROADWAY INTERSECTIONS AND DRIVEWAYS.
- SEE RICHFIELD STANDARD DETAILS FOR DRIVEWAY STANDARDS.
- SEE SHEETS 209 - 235 FOR RETAINING WALL LOCATIONS & DETAILS.
- SEE TRAFFIC BARRIER PLAN FOR INFORMATION ON TRAFFIC BARRIERS.
- SEE DETAILS IN TYPICAL SECTIONS FOR PAVED BOULEVARD TREATMENTS.
- SEE NOISE WALL PLANS FOR NOISE WALL CONSTRUCTION BY WASHINGTON PARK.
- SEE WASHINGTON PARK PLANS FOR CONSTRUCTION IN WASHINGTON PARK.
- CURB & GUTTER ON RAMP 1Y, 1V & 1YA SHALL BE B424 CONCRETE UNLESS NOTED OTHERWISE.
- ALL CURB & GUTTER ON RAMP 1G & RAMP 1H SHALL BE D424 CONCRETE.
- JOINT ADHESIVE SHALL BE PLACED BETWEEN ALL LONGITUDINAL JOINTS ON TH77 AND ALL RAMPS

LUP 2758-0208 EXHIBIT A (1 OF 3)

NO.	DATE	BY	CHK	REVISIONS

Design By:	MAN-O
Plan By:	MAN-O
Checked By:	CJB
Approved By:	NEH
CERTIFIED BY:	
LICENSE NO.	44620



77th Street Underpass  
77th Street at Trunk Highway 77  
City of Richfield, Minnesota

RICHFIELD, MINNESOTA

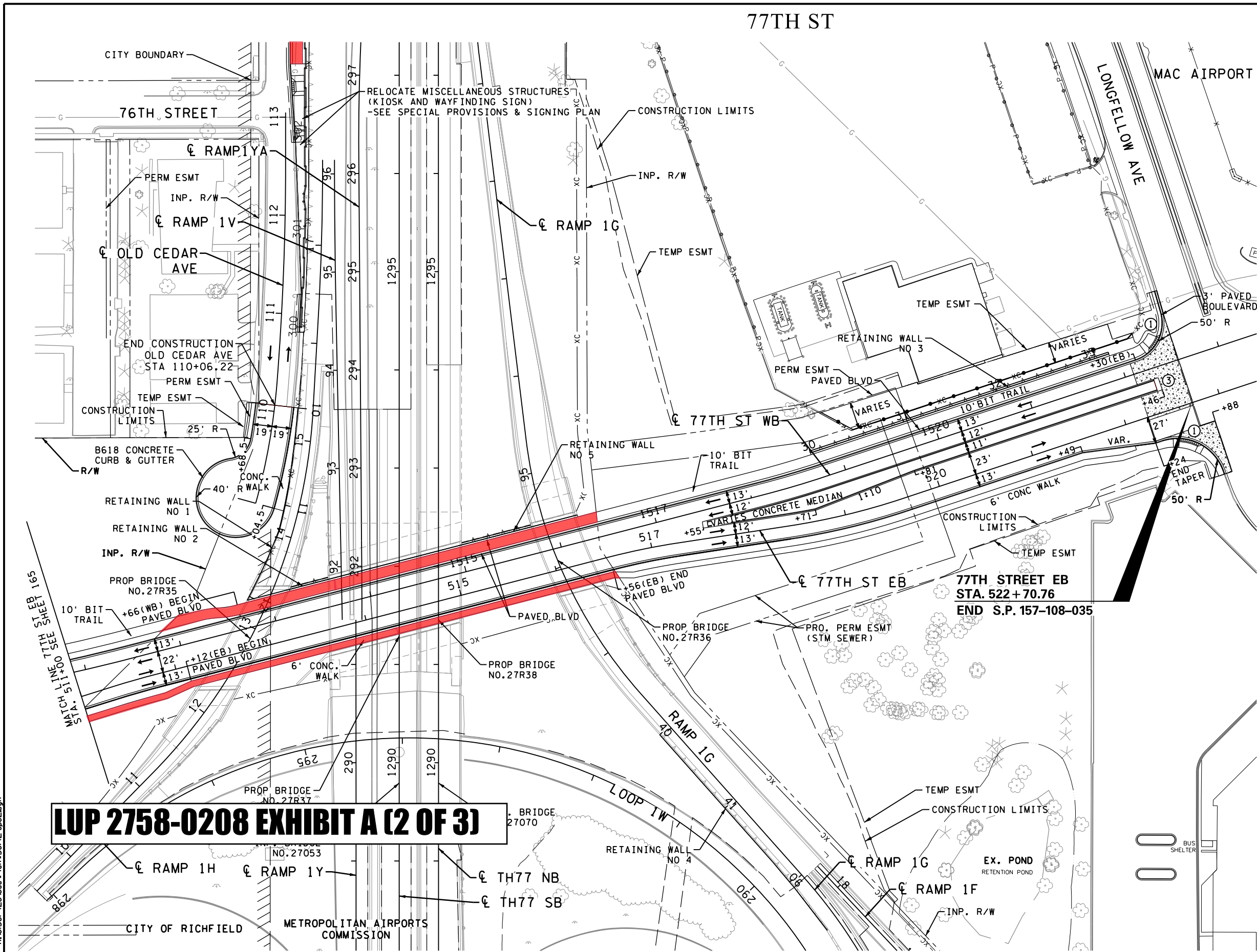
77TH ST. EB STA 503+34.09 TO 77TH ST. EB STA 511+00.00  
CONSTRUCTION PLAN  
S.P. 2758-82 (TH 77), S.P. 157-108-035

SHEET  
165  
OF  
363  
SHEETS

DATE: 2/18/2021 8:57:36 AM  
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# LUP 2758-0208 EXHIBIT A (2 OF 3)

**LEGEND**

- ① PEDESTRIAN CURB RAMP, SEE STANDARD PLANS
- ② CURB TRANSITION SEE MISCELLANEOUS DETAILS
- ③ MEDIAN NOSE DESIGN 7113
- ④ SEE MISCELLANEOUS DETAILS FOR DEPRESSED MEDIAN CURB AT CROSSWALK
- 8" CONCRETE PAVEMENT SEE STANDARD PLANS
- DIRECTION OF TRAFFIC

**NOTES:**

- ALL DIMENSIONS ARE TO FACE OF CURB.
- SEE CONSTRUCTION PLAN DETAILS FOR ADDITIONAL INFORMATION AT ROADWAY INTERSECTIONS AND DRIVEWAYS.
- SEE RICHFIELD STANDARD DETAILS FOR DRIVEWAY STANDARDS.
- SEE SHEETS 209 - 235 FOR RETAINING WALL LOCATIONS & DETAILS.
- SEE TRAFFIC BARRIER PLAN FOR INFORMATION ON TRAFFIC BARRIERS.
- SEE DETAILS IN TYPICAL SECTIONS FOR PAVED BOULEVARD TREATMENTS.
- SEE NOISE WALL PLANS FOR NOISE WALL CONSTRUCTION BY WASHINGTON PARK.
- SEE WASHINGTON PARK PLANS FOR CONSTRUCTION IN WASHINGTON PARK.
- CURB & GUTTER ON RAMP 1Y, 1V & 1YA SHALL BE B424 CONCRETE UNLESS NOTED OTHERWISE.
- ALL CURB & GUTTER ON RAMP 1G & RAMP 1H SHALL BE D424 CONCRETE.
- JOINT ADHESIVE SHALL BE PLACED BETWEEN ALL LONGITUDINAL JOINTS ON TH77 AND ALL RAMPS

NO.	DATE	BY	CHK	REVISIONS

Design By: MAN-O  
Plan By: MAN-O  
Checked By: CJB  
Approved By: NEH  
I HEREBY CERTIFY THAT THIS PLAN WAS 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.  
CERTIFIED BY: [Signature]  
LICENSED PROFESSIONAL ENGINEER - CIVIL  
DATE: 02/17/2021 LICENSE NO. 44620

**77th Street Underpass**  
77th Street at Trunk Highway 77  
City of Richfield, Minnesota

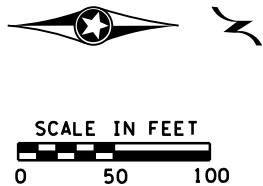
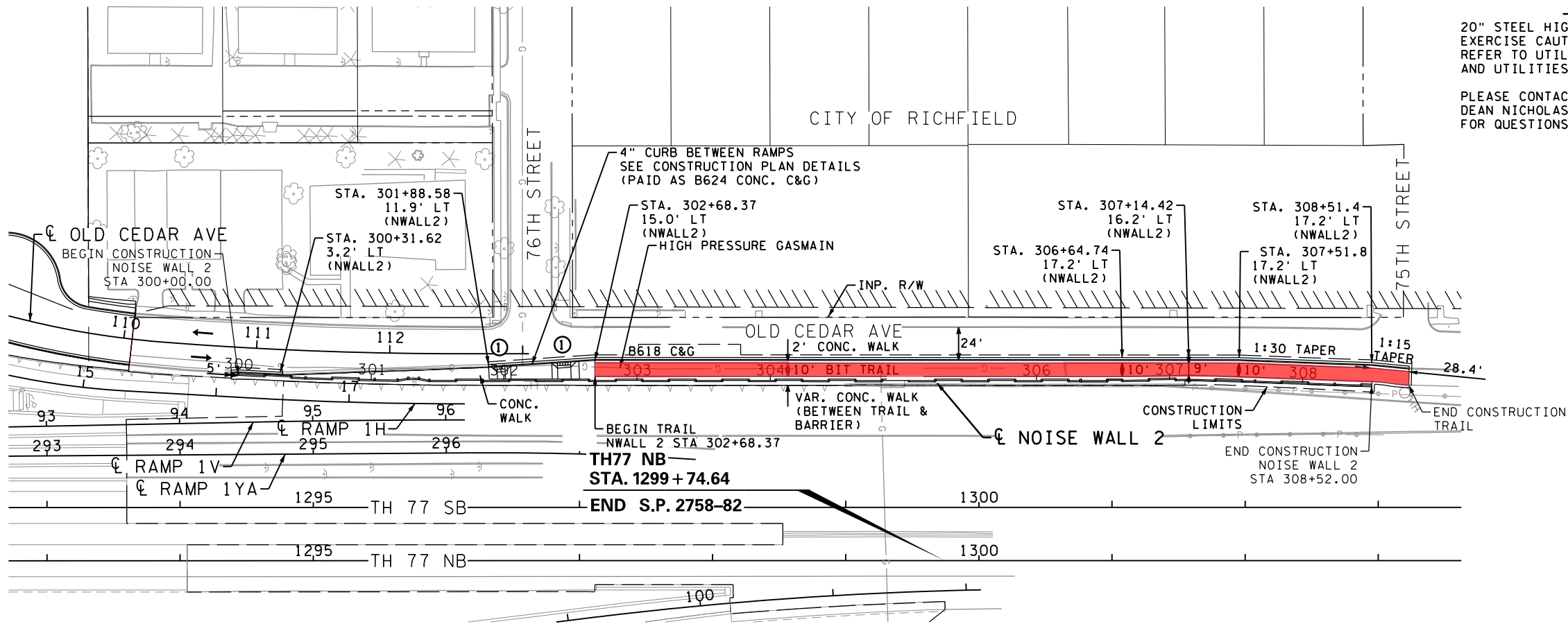
**RICHFIELD, MINNESOTA**  
77TH ST. EB STA 511+00.00 TO 77TH ST. EB STA 522+70.76  
**CONSTRUCTION PLAN**  
S.P. 2758-82 (TH 77), S.P. 157-108-035

**SHEET 166 OF 363 SHEETS**

WARNING!

20" STEEL HIGH PRESSURE GAS MAIN EXISTS ON PROJECT  
EXERCISE CAUTION DURING EXCAVATION ACTIVITIES.  
REFER TO UTILITY TABULATIONS & IN-PLACE TOPOGRAPHY  
AND UTILITIES PLAN SHEETS FOR MORE DETAILS.

PLEASE CONTACT  
DEAN NICHOLAS 612-321-5561  
FOR QUESTIONS, CONCERNS OR ISSUES.



LUP 2758-0208 EXHIBIT A (3 OF 3)

- LEGEND**
- ① PEDESTRIAN CURB RAMP, SEE STANDARD PLANS
  - ② CURB TRANSITION SEE MISCELLANEOUS DETAILS
  - ③ MEDIAN NOSE DESIGN 7113
  - ④ SEE MISCELLANEOUS DETAILS FOR DEPRESSED MEDIAN CURB AT CROSSWALK
  - 8" CONCRETE PAVEMENT SEE STANDARD PLANS
  - DIRECTION OF TRAFFIC
- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB.
  - SEE CONSTRUCTION PLAN DETAILS FOR ADDITIONAL INFORMATION AT ROADWAY INTERSECTIONS AND DRIVEWAYS.
  - SEE RICHFIELD STANDARD DETAILS FOR DRIVEWAY STANDARDS.
  - SEE SHEETS 209 - 235 FOR RETAINING WALL LOCATIONS & DETAILS.
  - SEE TRAFFIC BARRIER PLAN FOR INFORMATION ON TRAFFIC BARRIERS.
  - SEE DETAILS IN TYPICAL SECTIONS FOR PAVED BOULEVARD TREATMENTS.
  - SEE NOISE WALL PLANS FOR NOISE WALL CONSTRUCTION BY WASHINGTON PARK.
  - SEE WASHINGTON PARK PLANS FOR CONSTRUCTION IN WASHINGTON PARK.
  - CURB & GUTTER ON RAMP 1Y, 1V & 1YA SHALL BE B424 CONCRETE UNLESS NOTED OTHERWISE.
  - ALL CURB & GUTTER ON RAMP 1G & RAMP 1H SHALL BE D424 CONCRETE.
  - JOINT ADHESIVE SHALL BE PLACED BETWEEN ALL LONGITUDINAL JOINTS ON TH77 AND ALL RAMPS

DATE: 2/18/2021 8:57:42 AM  
PATH & FILENAME: K:\0301-420\CadPlan\N30142-ep04.dgn

NO.	DATE	BY	CHK	REVISIONS

Design By:	MAN-O	I HEREBY CERTIFY THAT THIS PLAN WAS 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.  CERTIFIED BY: <i>[Signature]</i> LICENSED PROFESSIONAL ENGINEER - DEAN NICHOLAS E. HENTGES, PE DATE: 02/17/2021 LICENSE NO. 44620
Plan By:	MAN-O	
Checked By:	CJB	
Approved By:	NEH	



**77th Street Underpass**  
77th Street at Trunk Highway 77  
City of Richfield, Minnesota

RICHFIELD, MINNESOTA		SHEET 168 OF 363 SHEETS
77TH ST. EB STA 503+34.09 TO 77TH ST. EB STA 511+00.00		
CONSTRUCTION PLAN		
S.P. 2758-82 (TH 77), S.P. 157-108-035		

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**LIMITED USE PERMIT**

C.S. 2785 (T.H. 494)  
C.S. 2758 (T.H. 77)  
S.P. 2758-82 (T.H.77)  
S.P. 157-108-035  
County of Hennepin  
LUP # 2758-0208  
Permittee: City of Richfield  
Expiration Date: 5/27/2041

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Richfield, ("Permittee"), to use the area within the right of way of Trunk Highway No. 77, 494 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

**Non-Motorized Recreational Trail**

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

Pursuant to a General Obligation Bond Proceeds Grant Agreement - Construction Grant ("Grant Agreement") to be entered into between the Permittee and MnDOT, authorized by Minnesota Laws 2015, First Special Session chapter 5, article 1, section 10, subdivision 7, as amended by Laws 2017, First Special Session chapter 8, article 2, section 32, the Permittee is providing funding for the Facility within the Area using State of Minnesota general obligation bond proceeds issued under Article XI, Section 5(a) of the Minnesota Constitution ("G.O. Bonds"). The use of the G.O. Bonds proceeds and the use of the Facility are further subject to the restrictions imposed under the Grant Agreement. Permittee and MnDOT acknowledge that due to the use of G.O. Bonds to fund the Facility, the Commissioner of Minnesota Management and Budget has certain rights in the Facility as set forth in the Grant Agreement.

In addition, the following special provisions shall apply:

**SPECIAL PROVISIONS**

1. TERM. This LUP terminates at 11:59PM on 5/27/2041 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

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

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.
- (c) Any extension of the LUP will include a provision which permits MnDOT to cancel the LUP, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation; and
- (d) Any extension of this LUP will not be subject to any restriction imposed by the use of G.O. Bonds.

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

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

If MnDOT sells or transfers the Area pursuant to Minnesota Statutes Section 161.43 prior to May 27, 2041, the Permittee will pay Minnesota Management and Budget ("MMB") the bond financed share of the Facility sale as required by the Grant Agreement. If Permittee determines that the Facility no longer serves a government purpose, Permittee may cancel this LUP by: (1) providing ninety days (90) written notice of such cancellation to MnDOT; (2) removing the Facility pursuant to section 2 of this LUP; and (3) paying to MMB the bond financed share of the Facility as required by the Grant Agreement.

Notwithstanding anything to the contrary in this section, MNDOT agrees to provide at least ninety (90) days' notice to the Commissioner of Minnesota Management and Budget ("MMB"), consult with MMB, and make a good faith effort to obtain the Commissioner of MMB's consent before modifying, restating, amending, changing in any way, prematurely terminating, or cancelling this LUP, except in the case of an emergency as determined in MndOT's sole discretion. Before MNDOT terminates or cancels this LUP due to Permittee's failure to perform any requirements or obligations under this LUP, MNDOT will give written notice of such failure to Permittee and will allow Permittee thirty (30) days to cure such default to MNDOT's satisfaction. MndOT will first demand specific performance by PERMITEE (for the avoidance of doubt, this provision does not require MNDOT to obtain a court order for specific performance).

MNDOT acknowledges that it has no current plans in the (i) Minnesota State Highway Investment Plan, (ii) Minnesota Capital Highway Investment Plan, and (iii) Minnesota State Transportation Investment Plan that would affect the intended long term use of the Facility or require the cancellation of this LUP.

MNDOT will give Permittee and MMB notice of any foreclosure by a third party of a voluntary or involuntary lien or encumbrance relating to the Facility for which MNDOT has knowledge. MNDOT shall make a good faith effort to obtain the Commissioner of MMB's consent to any mortgage or voluntary lien on its interest in this Permit before creating such an interest.

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

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

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility will be addressed in Cooperative Construction Agreement No. 1032757 between the parties and shall be at no cost or expense to MndOT.

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

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MndOT-approved plans and specifications. Further, Permittee will construct

the Facility using construction procedures compatible with the safe and efficient operation of the highway.

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

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

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

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

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. The Facility is funded by G.O. Bonds, is not needed for the trunk highway, and is therefore not part of the MnDOT Trunk Highway System. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

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

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

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection

with said Area including the Americans with Disabilities Act (“ADA”). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT’s invoice.

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



13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at: and to MnDOT at:

Richfield City Hall  
6700 Portland Avenue South  
Richfield, MN 55423

State of Minnesota  
Department of Transportation  
Metro District Right of Way  
1500 W. County Road B2  
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

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



MINNESOTA DEPARTMENT  
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

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

CITY OF RICHFIELD

By \_\_\_\_\_

Its Mayor \_\_\_\_\_

Date July 13, 2021 \_\_\_\_\_

And \_\_\_\_\_

Its City Manager \_\_\_\_\_

Date July 13, 2021 \_\_\_\_\_

**RESOLUTION NO.**

**CITY OF RICHFIELD LIMITED USE PERMIT  
WITH THE STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
FOR A NON-MOTORIZED RECREATIONAL TRAIL IN THE  
RIGHT- OF-WAY OF TRUNK HIGHWAY 77 AT 77th  
STREET AND TRUNK HIGHWAY 77 AT CEDAR AVE  
BETWEEN 75TH STREET AND 76TH STREET**

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

**WHEREAS**, the City Council of the City of Richfield has approved the 77<sup>th</sup> Street and Trunk Highway 77 Improvements Project which includes construction of a non-motorized recreational trail in the right-of way of Trunk Highway 77 to promote the orderly and safe crossing of the highway; and

**WHEREAS**, the State of Minnesota, Department of Transportation requires a Limited Use Permit for the construction and utilization of said pedestrian trail.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, MINNESOTA** that City of Richfield hereby enters into a Limited Use Permit with the State of Minnesota, Department of Transportation for the following purposes:

To construct, operate and maintain a non-motorized recreational trail within the right-of-way of Trunk Highway 77 at 77th street and Trunk Highway 77 at Cedar Ave between 75th Street and 76th Street. The City of Richfield shall construct, operate and maintain said trail in accordance with the Limited Use Permit granted by the Minnesota Department of Transportation.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Mayor and the City Manager are authorized to execute the Limited Use Permit and any amendments to the Permit.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of July, 2021.

---

Maria Regan Gonzalez, Mayor

ATTEST:

---

Kari Sinning, City Clerk



**STAFF REPORT NO. 110**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
7/6/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the Small Wireless Facility Collocation Supplemental Agreement with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on city-owned wireless support structures (light poles).**

**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 agreements under consideration are required as stated in the Small Wireless Facility Collocation Agreement between the city and Cellco Partnership d/b/a Verizon Wireless, signed March 24, 2020. This supplement dictates what space is leased by the city to Cellco Partnership d/b/a Verizon Wireless, and the appropriate fees and rent for leasing this space. This supplemental agreement has been provided and signed by the Verizon representative.

Since this application is along a county road, the county has reviewed and approved the small cell permit application for the supplemental agreement being approved at this time. City staff has reviewed the county permit application and support the construction of this facility. The supplemental agreement being approved at this time is for the following location:

- 7332 Nicollet Ave

**RECOMMENDED ACTION:**

**By motion: Approve the Small Wireless Facility Collocation Supplemental Agreement with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on city-owned wireless support structures.**

**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 agreement 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
☐ Richfield SC 14 Small Cell Supplement	Contract/Agreement
☐ Marvel SC 14 County Permit	Backup Material
☐ Marvel SC 14 Plans	Backup Material

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

This Collocation Agreement Supplement ("Supplement"), is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ 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 Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, ("Lessee").

1. SMALL WIRELESS FACILITY COLLOCATION AGREEMENT. This

Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between Lessor and Lessee, dated March 24th, 2020, (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 7332 Nicollet Avenue South, Richfield MN 55423, 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 Commencement 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 not providing electricity pursuant to Paragraph 7 of the Agreement, therefore no annual electrical service fee shall be added to the annual rent due under this Supplement.

5. SITE SPECIFIC TERMS. NONE

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 Manager

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

**LESSEE:**  
Cellco Partnership  
d/b/a Verizon Wireless

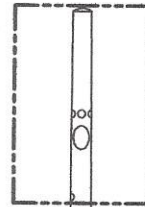
By: 

Print Name: Katie Poser

Title: Senior Manager – Implementation & Real Estate

Date: 6/30 / 2021

TOP OF POLE  
30.2' AGL



PROPOSED LESSEE EQUIPMENT SPACE

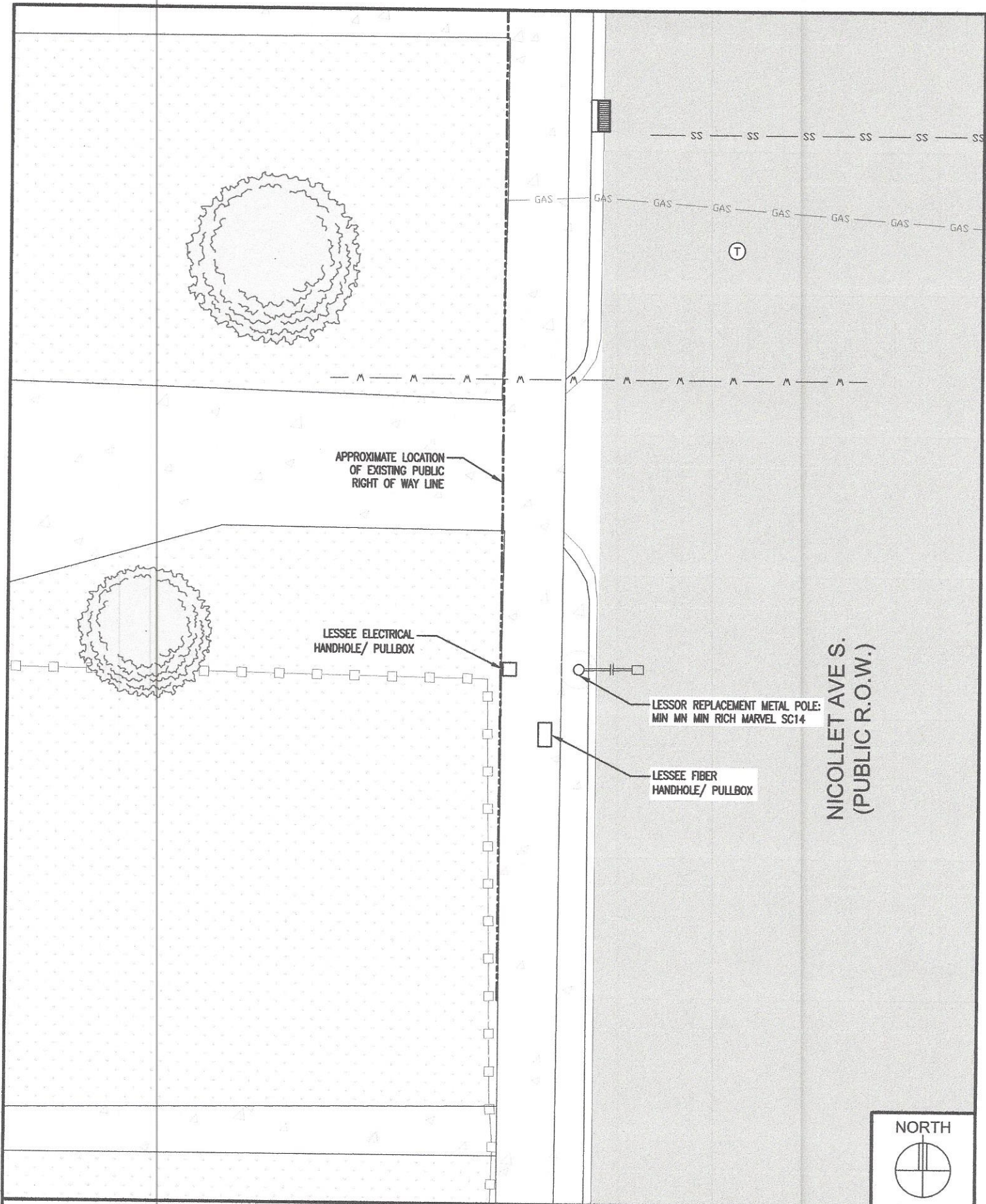
REPLACEMENT LESSOR METAL POLE

PROPOSED LESSEE EQUIPMENT SPACE

GROUND ELEVATION  
0.0' AGL

MIN MN MIN RICH MARVEL SC14  
7332 NICOLLET AVENUE SOUTH





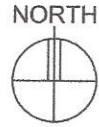
APPROXIMATE LOCATION  
OF EXISTING PUBLIC  
RIGHT OF WAY LINE

LESSEE ELECTRICAL  
HANDHOLE/ PULLBOX

LESSOR REPLACEMENT METAL POLE:  
MIN MN MIN RICH MARVEL SC14

LESSEE FIBER  
HANDHOLE/ PULLBOX

NICOLLET AVE S.  
(PUBLIC R.O.W.)



MIN MN MIN RICH MARVEL SC14  
7332 NICOLLET AVENUE SOUTH



Right of Way / Utility Small Cell Permit# 2021-SC002, UID# 72862  
Valid: 08/24/2021 - 12/29/2021

Hennepin County Public Works  
Transportation Department (Roads and Bridges) - Operations  
1600 Prairie Drive  
Medina, MN 55340-5421

PROJECTS NORTH OF HIGHWAY 55  
Jacob Cardinal (612-328-1622) 24 hours before starting work

PROJECTS SOUTH OF HIGHWAY 55  
Kurt Weber (612-221-9388) 24 hours before starting work

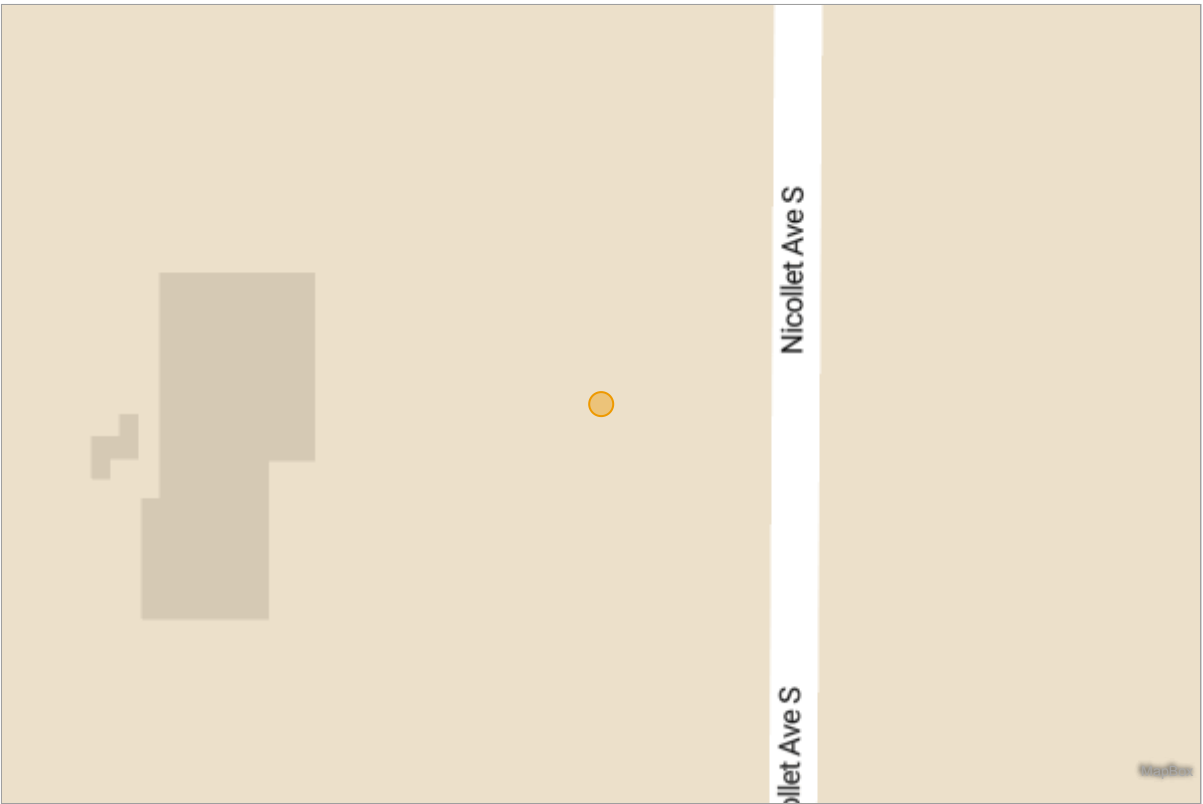
[Email](#)

Information

Aerial or Underground?	Neither
Construction Description:	Small Wireless Facility Equipment attaching to a City pole within County RoW
Construction Dates:	08/24/2021 to 12/29/2021

Location

Map:



Municipality: Richfield

Site(s):

	County Road #	From	To	Relative to Road
	52	7332 NICOLLET AVE SOUTH RICHFIELD, MN 55423 N 44 52 10.53 W 93 16 41.97	7332 NICOLLET AVE SOUTH RICHFIELD, MN 55423 N 44 52 10.53 W 93 16 41.97	South

Sketch / Site Plan

Upload sketch:

File 1:  Rev0\_MIN\_MN\_MIN\_RICH\_Marvel\_SC14\_05-17-21.pdf

Applicant

Applicant name:	<div><div>Name:</div><div>Amber Johnson</div><div>Company name:</div><div>Verizon Wireless</div><div>Title:</div><div>Real Estate</div><div>Phone:</div><div><div>(612 ) 720 - 6648</div></div><div>Company phone:</div><div><div>(612 ) 720 - 6648</div></div><div>Email:</div><div>amber.johnson4@verizonwireless.com</div><div>Company address:</div><div><div>10801 Bush Lake Rd</div><div>Bloomington MN 55438</div></div></div>
-----------------	---

Contractor

Contractor name:	<div><div>Name:</div><div>Amber Johnson</div><div>Phone:</div><div><div>(612 ) 720 - 6648</div></div><div>Email:</div><div>amber.johnson4@verizonwireless.com</div><div>Address:</div><div><div>10801 Bush Lake Rd</div><div>Bloomington MN 55438</div></div></div>
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Terms

Definitions

UTILITY. Under this order "Utility" shall mean and include all privately, publicly or co-operatively owned communication lines and facilities, any systems, lines and facilities for the distribution and transmission of electrical energy, oil, gas, water, sewer, steam and other pipe lines, railways, ditches or other structures which under the laws of this State or the Ordinance of any County or City may be constructed, placed or maintained across, along or on County Highway Right-of-Way. Dependent upon the meaning intended in the context, "utility" shall also mean the Utility Company, inclusive of any wholly owned subsidiary.

General

<p>-Except as otherwise permitted, utility construction and relocation on County Highway Right-of-Way shall not be commenced until an application for a Permit has been made and such Permit granted. The Permit submittal shall include detailed construction plans that show the location of the proposed utility with reference to County Highway Centerline. -Each registrant shall, at the time of registration and by January 1 of each year, file a construction and major maintenance plan for all work within the county right-of-way for the upcoming year with the Permit Office. Such plan shall be submitted using a format designated by the Permit Office and shall contain the information necessary to facilitate coordination and reduction in the frequency of excavations and obstructions of right-of-way. The registrant shall map electronically upcoming major projects onto the county's established mapping application (Utility Infrastructure Integration, UI2). -Inclement weather shall be reason for delay of the project start or suspension of the project as determined by Hennepin County. -Safety vests shall be worn by ANYONE occupying County right-of-way. -Permit on Job: Permits or copies shall be kept on the work site, while work is in progress, in the custody of the individual in charge, and shall be exhibited upon request by any county official. -Provisions and Specifications: These general permit requirements and specifications shall be considered as forming an integral part of each and every permit issued for operations on county roadways. The work authorized by this permit shall be done at such time and in such manner as shall be consistent with the safety of the public and shall conform to all requirements and standards of the County of Hennepin as herein specified. If at any time Hennepin County finds that the work is not being, or has not been, properly performed, the Permittee, upon being notified, shall immediately take the necessary steps, at their own expense, to place the work in conformance to said requirements or standards. -Annulment: In the event of failure or neglect by said Permittee or Permittee's employees, to perform and comply with the prescribed conditions, restrictions and regulations, the Transportation Department may revoke and annul this permit and order said Permittee to immediately remove any and all structures or property belonging to said Permittee from the legal limits of the roadway or county property. -Private Property: The Permit as issued does not in any way imply an easement on private property or grant a right to encroach on private property. -Driving Limitations: No driving onto highway from ditch or driving on shoulders or over curbs where damage will occur. -Lugs on Equipment: No lugs shall be used on equipment traversing Hennepin County roadways. -Insurance: The Permittee shall have in force during the operation of Permittee's vehicles and equipment over and/or adjacent to Minnesota roadways, (1) Commercial General Liability Insurance with each occurrence of \$1,500,000 and general aggregate limits of \$2,000,000, and (2) Automobile Liability Insurance with combined single limit each occurrence coverage for bodily injury and property damage limits of \$1,500,000. These are minimum insurance requirements. It is the sole responsibility of the Permittee to determine the need for and to procure additional insurance which may be needed in connection with this Permit. If requested, a Certificate of Insurance must be provided naming Hennepin County as certificate holder and as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Permit. -Indemnification: The Applicant shall, to the extent permitted by law, defend, indemnify and hold harmless the County, it's employees, officers, agents, and contractors against any claim of liability or against any loss of any kind, including compliance with administrative orders and regulations, and specifically including, without limitation, against any claim of liability or loss from personal injury or property damage resulting from or arising out of the presence of the Applicant's equipment or other personal property on County managed public right-of-way or on County property placed within the right-of-way that is in any way related to or as part of an attachment to County owned infrastructure and also as to any willful misconduct of the Applicant, it's employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the willful misconduct of the County, or it's employees, contractors, or agents. -Liability Waiver: The Applicant waives any liability of the County, or any of its respective agents, representatives, successors or employees for any lost revenue, lost profits, loss of technology, use of rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of services, even if the County has been advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise that is related to, arises out of, or is in some part, caused by Applicant's attachment to or use of County owned infrastructure or county managed public right-of-way.</p>
<p>TRAFFIC CONTROL: -All warning devices and barricades shall conform to the Minnesota Manual on Uniform Traffic Control Devices, current edition, and any and all updates or supplements thereto. -All warning devices, barricades, flagmen and equipment shall be provided by parties or organizations performing the work. Said devices shall be removed from the job site promptly upon completion of work. -Standard warning devices and barricades and safety vests shall be kept clean and in good repair at all times. -Detour on a County roadway requires ten (10) working days advance notice to the Permit Office. -Execution: The Permittee shall use due diligence in the execution of the work authorized under this permit in order not to endanger or unnecessarily obstruct travel along the said highway. Operations shall be so conducted at all times as to permit safe and reasonably free travel over the roads within the limits of the work herein prescribed. All safety measures for the free movement of traffic shall be provided by the Permittee at its own cost.</p>
<p>GENERAL CONSTRUCTION -Conformity to Laws: The installation shall be made in conformity with all applicable laws, regulations and codes covering said installations. All installations shall be made inconformity with regulations of governmental agencies for the protection of the public. -Americans with Disabilities Act: Any work in the County's rights-of-way that impacts any pedestrian facilities requires that the restoration of the pedestrian facilities impacted be restored to conform to current ADA requirements and standards. -Removal: If at any time the permitted structure or facility shall fail from any cause whatsoever, the Permittee shall have the same removed or repaired immediately upon receipt of written notice to do so. -Existing Facilities: Applicant must protect all existing installations. -Cutting Trees: The permission herein granted does not confer upon the Permittee the right to cut, remove or destroy trees or shrubbery within the legal limits of the roadway or relieve Permittee from obtaining any consent otherwise required from the owner of the property adjacent thereto. -Drainage: The existing drainage patterns shall not be altered unless approved by Hennepin County. Watershed District approval and drainage calculations are required if plan alters existing drainage patterns. -Clean-Up: Street surface and roadside shall be kept clean, neat and presentable throughout construction as determined by the Hennepin County Transportation Department. -Dust control shall be provided upon request of the Hennepin County Transportation Department at the Permittee's expense. -Trees and Vegetation: Burning or disking operations and or the use of chemicals to control or kill trees, brush and other vegetation is prohibited without Hennepin County approval. -Illicit Discharge: permittee shall not discharge any liquid or materials into Hennepin County right-of-way other than adequately treated stormwater or allowable uncontaminated waters as defined by MPCA in part 1A of the MS4 general permit. Any illicit discharge must be reported immediately to permits office staff, properly contained and remediated.</p>
<p>RESTORATION -Damage to Roadway- If pavement, roadway or right-of-way is damaged; same shall be restored, in a timely manner to its original or a better condition, at the sole expense of the Permittee. -The Permittee will be responsible for maintenance or repair of any and all failures due to settlement, erosion, lack of vegetation growth, rutting or other job related problems for a period of two (2) years after project completion and Notice of Work Completion form has been received by Hennepin County. Permittee shall perform all said maintenance immediately after it has been notified of deficiencies. Permittee shall be responsible for all costs and expenses related to said maintenance. -Permittee's failure to perform maintenance or repair of any failures and/or damage to roadway or right-of-way immediately will result in Hennepin County, through its own forces or its contractors, performing said maintenance or repairs and billing Permittee for all costs and expenses related thereto. Permittee shall make payment to Hennepin County within fifteen (15) days of receipt of said bill. Permittee agrees, that if it fails to make payment of said amounts within the specified time, to Hennepin County, Permittee shall pay all costs related to debt collections, including, but not limited to, court costs, fees, interest and attorneys' fees. -Permanent restoration plans must be submitted to the County's Permit Office prior to starting construction for temporary restoration/winter stabilization work occurring between November 1st and April 30th. -Quality of Work: Finished surface, base and sub-base of road upon completion of work shall be equal to or better than specifications for original road.</p>

Small Cell

<p>1. Small Cell Permit Applications shall include the following: -Completed permit application and fee -Performance bond on file and proof of insurance -Detail construction plans signed by a P.E. (should include backhaul facilities) -Structural study -Radio frequency study -Copy of permit from pole owner if owned by an agency other than Hennepin County (if applicable) -Copy of the right-of-way permit if the right-of-way is managed by another agency other than Hennepin County</p>
<p>2. The permits office shall, on the basis of review of such detailed construction plans and drawings, determine whether to give the user permission to proceed with the work as proposed by the user. Upon application approval, the Applicant shall have permission to use the premises and make attachments and installations in accordance with the terms of the application, this policy, and all other appropriate rules and regulations. The Applicant shall perform all work at its own expense and make attachments in such a manner as to not interfere with the services of the County. Final construction plans shall have affixed to them the signature of the Applicant's Engineer who shall be licensed in Minnesota pursuant Minnesota Rule 1800.4200 and Minnesota Statutes Chapter 326.</p>
<p>3. The Applicant must obtain and submit to the permits office a structural engineering study carried out by a qualified structural engineer showing that the pole(s) and foundation(s) is (are) able to support the proposed attachment.</p>
<p>4. The Applicant shall obtain from the county and all other applicable agencies, any and all permits required for a complete installation. Applicable fees for any permits shall be borne by the user. The user shall be bound by the requirements of each permit.</p>
<p>5. Maintenance: The user shall maintain the attachment/facility in good and safe condition at its own cost and expense, and in compliance with applicable fire, health, building, and other life safety codes.</p>
<p>6. Power Disconnect: Upon request from the county, the user shall disconnect the power to the user's pole attachment within eight (8) hours of such request to facilitate any maintenance or repair work to the pole or county attached infrastructure. After eight (8) hours or immediately after an emergency, the county reserves the right to disconnect the power to the vendor's attachment.</p>
<p>7. Termination: Notwithstanding anything to the contrary contained herein, the user shall have the right to terminate user's occupancy provided that 30 days prior notice is given to the county.</p>
<p>8. User agrees to and shall install equipment of the type and frequently which will not cause harmful interference to any equipment of the county or other users of the premises which existed or have been permitted on the premises prior to the date the attachment permit was acquired by the user. In the event the county reasonably determines user's equipment causes such interference, user will remove the equipment. It is the user's responsibility to conform and appropriately test that their equipment will not cause harmful interference before pursuing approval from the county.</p>
<p>9. The user shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer ("RF Engineer") showing that the users intended use will not interfere with the county?s licensed and unlicensed communication facilities, which are located on or near the structure. The user shall not transmit or receive radio waves at the premises until such evaluation has been satisfactory completed and approved.</p>
<p>10. The user shall implement all measures at the transmission site required by Federal Communications Commission (FCC) regulations. In the event the user causes the site to exceed the FCC radio frequency radiation limits, as measured on the premises, or otherwise violate FCC standard, the user shall be liable for all such non-compliance and shall defend, indemnify and hold the county harmless from all claims arising from non-compliances.</p>
<p>11. The County Engineer or designee may immediately suspend the permission of a user to make a new or additional attachments or maintain existing attachments if the user materially fails to comply with the terms of its permit if the county provides written notice to the user of such failure to comply. If the user fails to cure the default on or before the sixtieth (60) day after receipt of the notice, the county may terminate the users permit. The user shall immediately begin removal of its attachments after termination of a user's permit for violations of the permit terms. Unless the director grants an extension of the time, a user must remove all attachments not later than the sixtieth day after the effective date of termination After termination of a user's permit, the user must comply with the terms of this agreement until attachments are removed.</p>
<p>12. All antenna facilities affixed to a pole in the right-of-way which have exterior exposure shall match the color of the pole. For exposed cables, wires, or appurtenances, the county shall require that cables, wires or appurtenances be placed in conduit which shall match the color of the pole.</p>
<p>13. REMOVAL AT END OF TERM OR UPON PERMIT REVOCATION APPLICANT shall, within ninety (90) days after any termination of this Permit, remove its equipment, conduits, fixtures and all personal property and restore the premises to its original condition, reasonable wear and tear expected. The county agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Applicant shall remain the personal property of Applicant and Applicant shall have the right to remove the same at any time during the term. All poles, conduit and pole boxes are and shall remain property of the county. If such time for removal causes Applicant to remain on the premises after termination, Applicant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis until such time as the removal of the antenna structure, fixtures and all personal property are completed. All rentals paid prior to said termination date shall be retained by the county.</p>

Invoice #40786 (05/24/2021)

Charge	Cost	Quantity	Total
<b>Routine Fee</b> added 05/24/2021 9:13 AM To be used for all permitted work.	\$330.00	x 1	\$330.00
<b>Grand Total</b>			
<b>Total</b>			<b>\$330.00</b>
<b>Payment 05/24/2021</b>			<b>\$330.00</b>
<b>Due</b>			<b>\$0.00</b>

Special Provisions

- Approved subject to the following conditions:
- 1) Contact Kurt Weber at (612) 221-9388 or via email at Kurtis.Weber@hennepin.us at least 24 hours prior to construction. Failure to contact the south inspector or the Permits Office shall be considered a violation of the permit and grounds for dismissing contractor from the job site.
- 2) Applicant shall maintain safe conditions for pedestrians at all times during installation
- 3) If all work under this permit is completed, click the green flag icon in Permit view to change the status to 'Ready for Inspection'.
- 4) Temporary traffic control layouts on County roads shall conform to the most recent version of the Minnesota Manual on Uniform Traffic Control Devices.
- 5) Notify Roy Doran at 612-596-0293 a minimum of 48 hours prior to any work involving a Hennepin County traffic signal, including prior to the milling of a road surface that may contain loop detectors. There may be additional charges invoiced to you for work completed by the Hennepin County Signal Shop.
- 6) Requests for Saturday work must submitted by email to michael.olmstead@hennepin.us and received by Thursday at noon. For all other off hour requests, please contact the individual inspector mentioned above in #1.
- 7) Daily permission required from Hennepin County Permits Inspector or Office before beginning work between November 15th and April 15th.
- 8) Non-Emergency excavations in the paved surface of the roadway will not be permitted unless certified hot mix bituminous is available.
- 9) Permanent restoration plans must be submitted to the Permits Office for temporary restoration/winter stabilization for work occurring between November 1st and April 30th prior to starting construction.

Approvals

Approval	Signature
Applicant	Tamora Hartman - 05/24/2021 9:14 AM 52da8906ec246a95249c04dea4dd4a6c b6068a6522780d6503631bb0742d6408
#1 Permits Inspector	Kurt Weber - 05/25/2021 8:04 AM b86c3fdb325470de8f4be7eef3c0bb56 2789ea369b23aa1c887324fdc081c0e4
#2 Permits Supervisor	Michael D. Olmstead - 05/25/2021 8:57 AM 126a5b49d8059b5a17f895fbb972b1e0 63848e04aa3ad1b2f9b93dcab76258f2



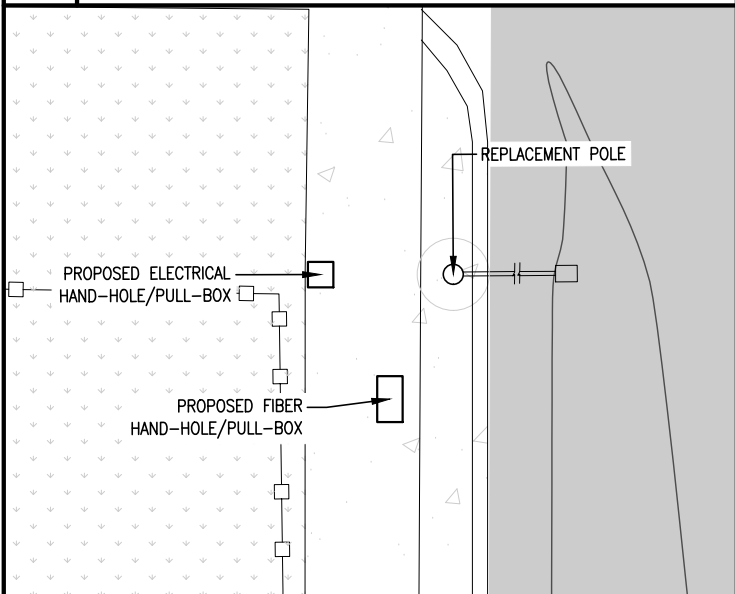




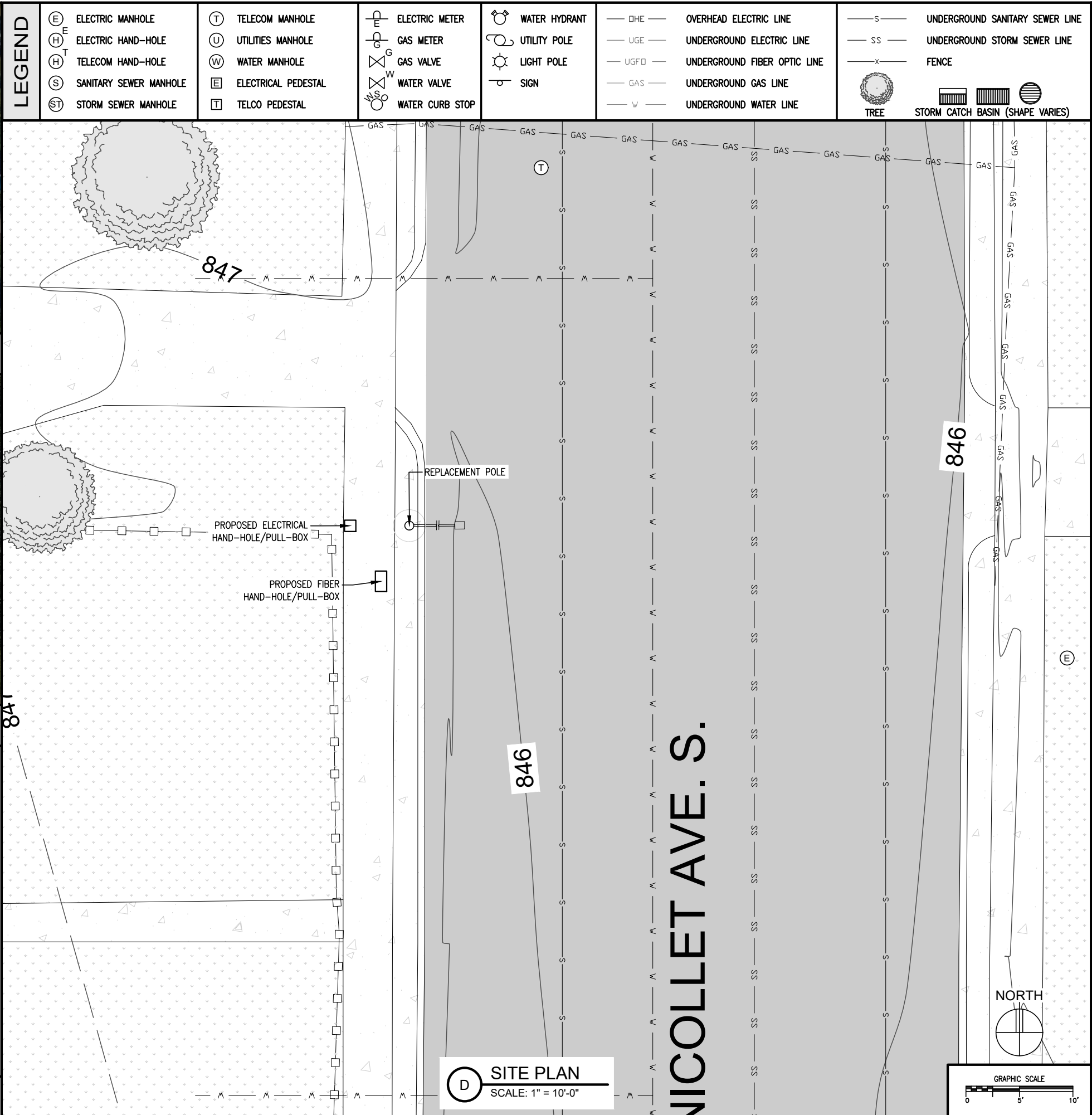
A AERIAL OVERVIEW



B OVERVIEW OF SITE



C POLE OFFSET DETAIL



10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice

**DESIGN1**

9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299  
WWW.DESIGN1EP.COM

**HERZOG**  
ENGINEERING LLC

530 North 3rd Street, Suite 230  
Minneapolis, MN 55401  
(612) 844 - 1234

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Joshua Herzog

Signature:

Date: 05/07/2021 License #: 42392

STRUCTURAL #: 211250

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	TAB

**MN MIN RICH**  
**MARVEL SC 14**  
7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-21	REV. 0

STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:

RFDS:

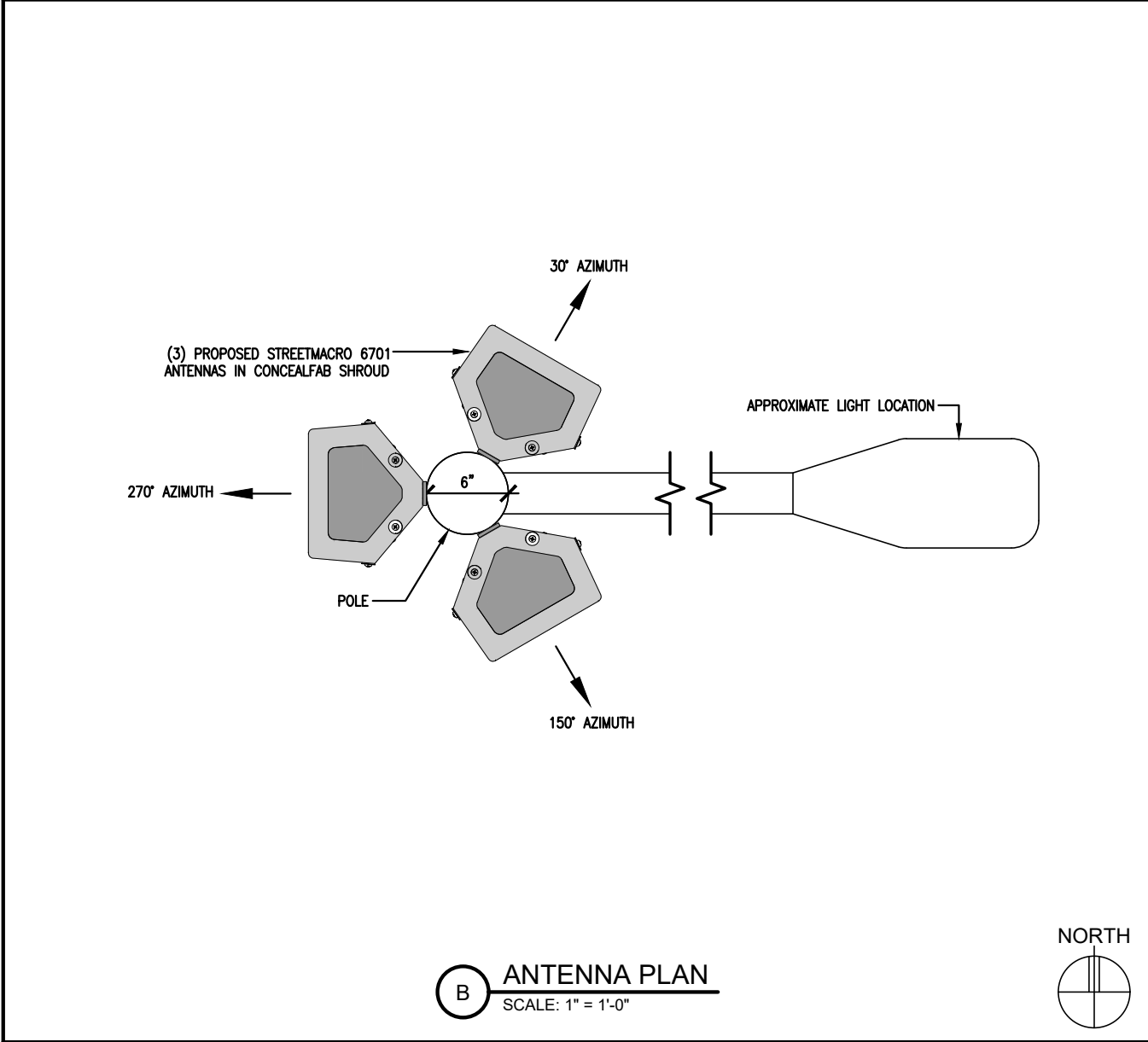
DATE:	
	08-17-20

PLOT DATE	05-07-21
SET TYPE	CONSTRUCTION / BID
SHEET TITLE	SITE MAP
SHEET NUMBER	SHEET 1

PROPOSED ANTENNA KEY															
NODE	AZIMUTH	POSITION	PORT	QTY	MANUFACTURER	MODEL	MOD TYPE	ANTENNA HEIGHT	ANTENNA WIDTH	ANTENNA WEIGHT	ANTENNA TIP	ANTENNA CENTER	ELEC DOWNTILT	MECH DOWNTILT	STATUS
SC 14	30°	—	—	1	ERICSSON	STREET MACRO 6701	—	21.0"	8.0"	29.0 LBS	30.1'	29.1'	0°	0°	PROPOSED
SC 14	150°	—	—	1	ERICSSON	STREET MACRO 6701	—	21.0"	8.0"	29.0 LBS	30.1'	29.1'	0°	0°	PROPOSED
SC 14	270°	—	—	1	ERICSSON	STREET MACRO 6701	—	21.0"	8.0"	29.0 LBS	30.1'	29.1'	0°	0°	PROPOSED
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

PROPOSED EQUIPMENT KEY			
QTY.	MANUFACTURER	MODEL	STATUS
1	RAYCAP	RSCAC-1333-PS-240	PROPOSED
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

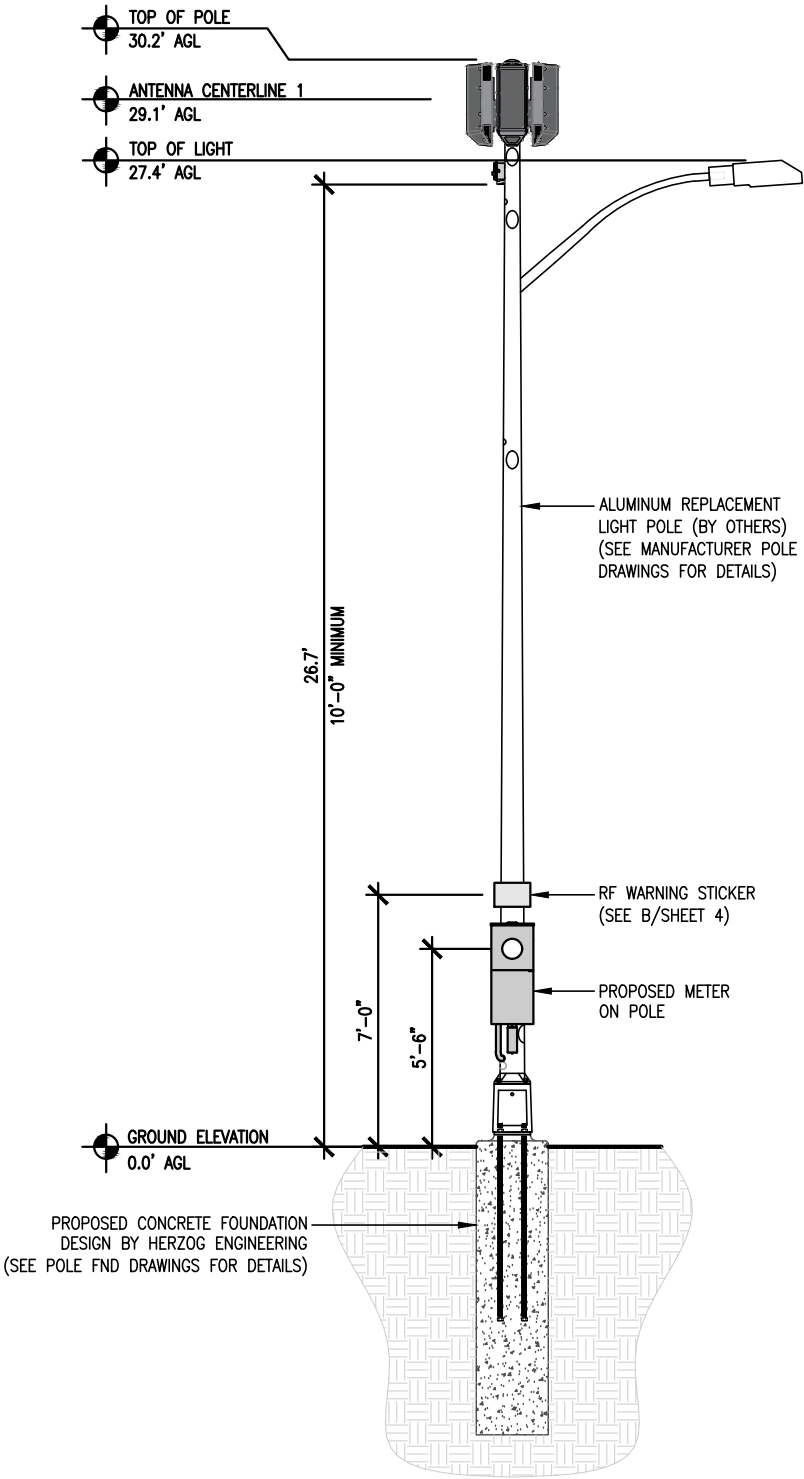
A ANTENNA AND EQUIPMENT KEY  
SCALE: N/A



B ANTENNA PLAN  
SCALE: 1" = 1'-0"

EXISTING POLE	
POLE HEIGHT:	19.5'
MAXIMUM APPURTENANCE HEIGHT:	25.0'
PROPOSED POLE	
POLE HEIGHT:	30.2' AGL
MAXIMUM APPURTENANCE HEIGHT:	30.2' AGL

NOTE:  
1. ALL HARDWARE SHALL BE STAINLESS STEEL.  
2. ALL EXTERNAL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.  
3. ALL NEW POLE MOUNTED EQUIPMENT TO BE PAINTED (SEE SHEET 8)



C NEW POLE ELEVATION  
SCALE: 3/16" = 1'-0"

10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice

9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299  
WWW.DESIGN1EP.COM

HERZOG  
ENGINEERING LLC  
530 North 3rd Street, Suite 230  
Minneapolis, MN 55401  
(612) 844 - 1234

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Joshua Herzog

Signature:

Date: 05/07/2021 License #: 42392

STRUCTURAL #: 211250

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	TAB

MN MIN RICH  
MARVEL SC 14  
7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-21	REV. 0

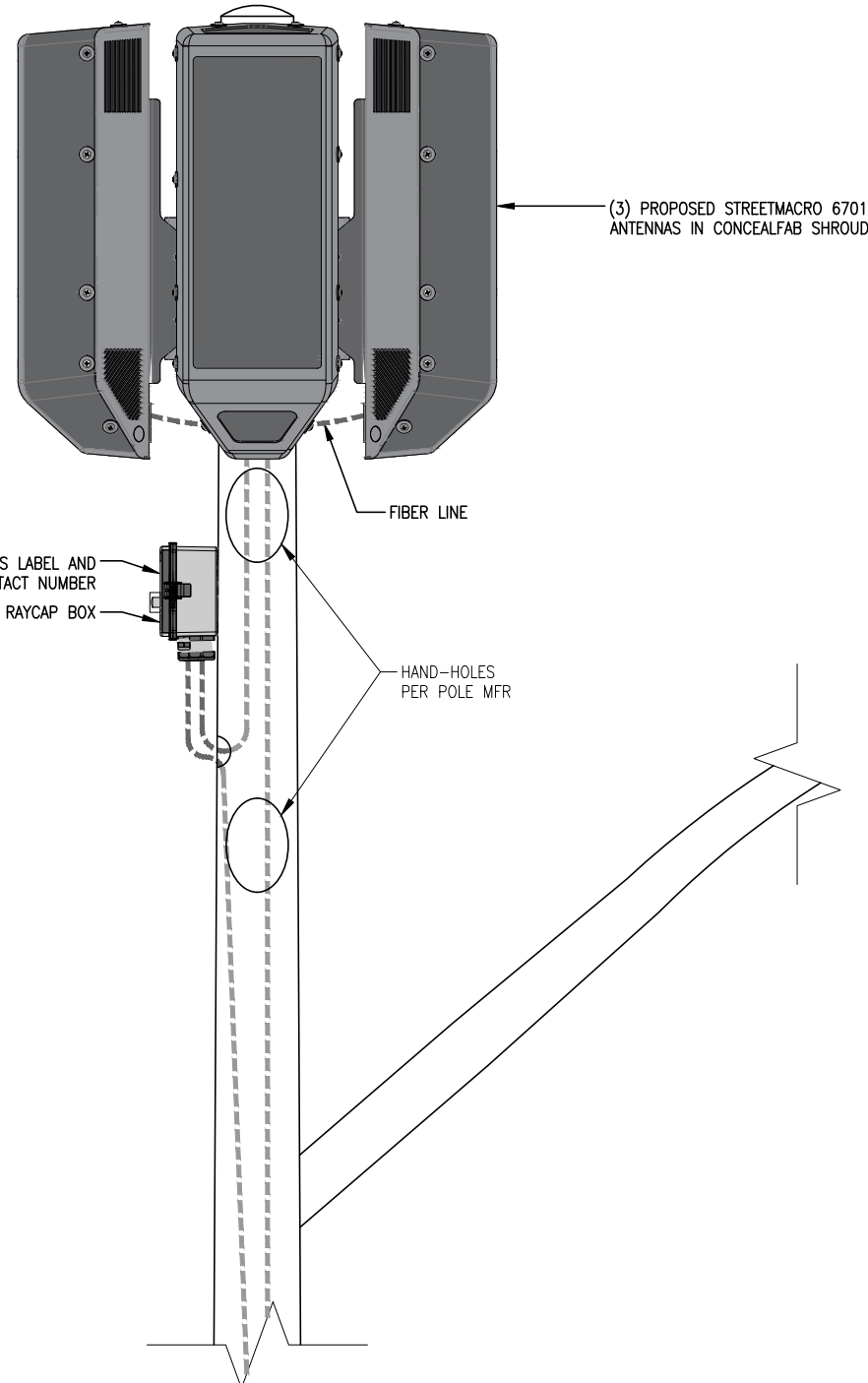
STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:

RFDS:

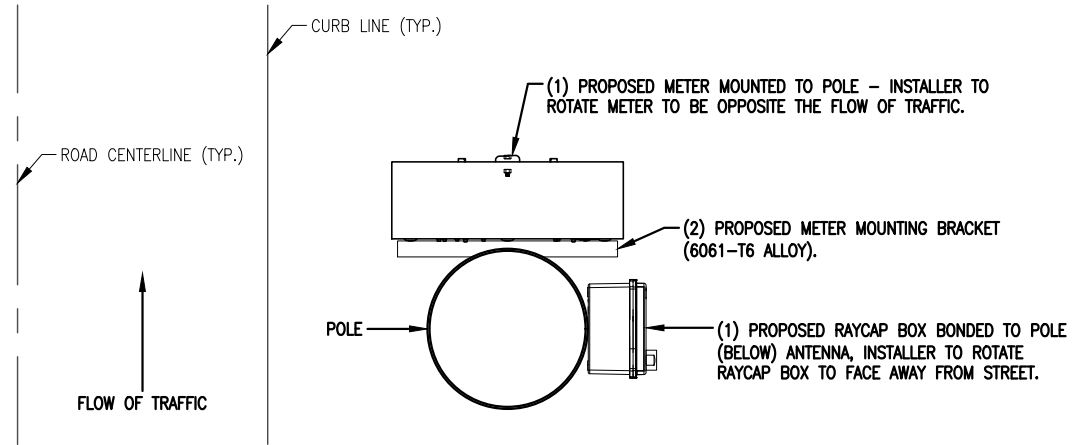
DATE:	08-17-20
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PLOT DATE	05-07-21
SET TYPE	CONSTRUCTION / BID
SHEET TITLE	ELEVATION & ANTENNA PLAN
SHEET NUMBER	SHEET 2

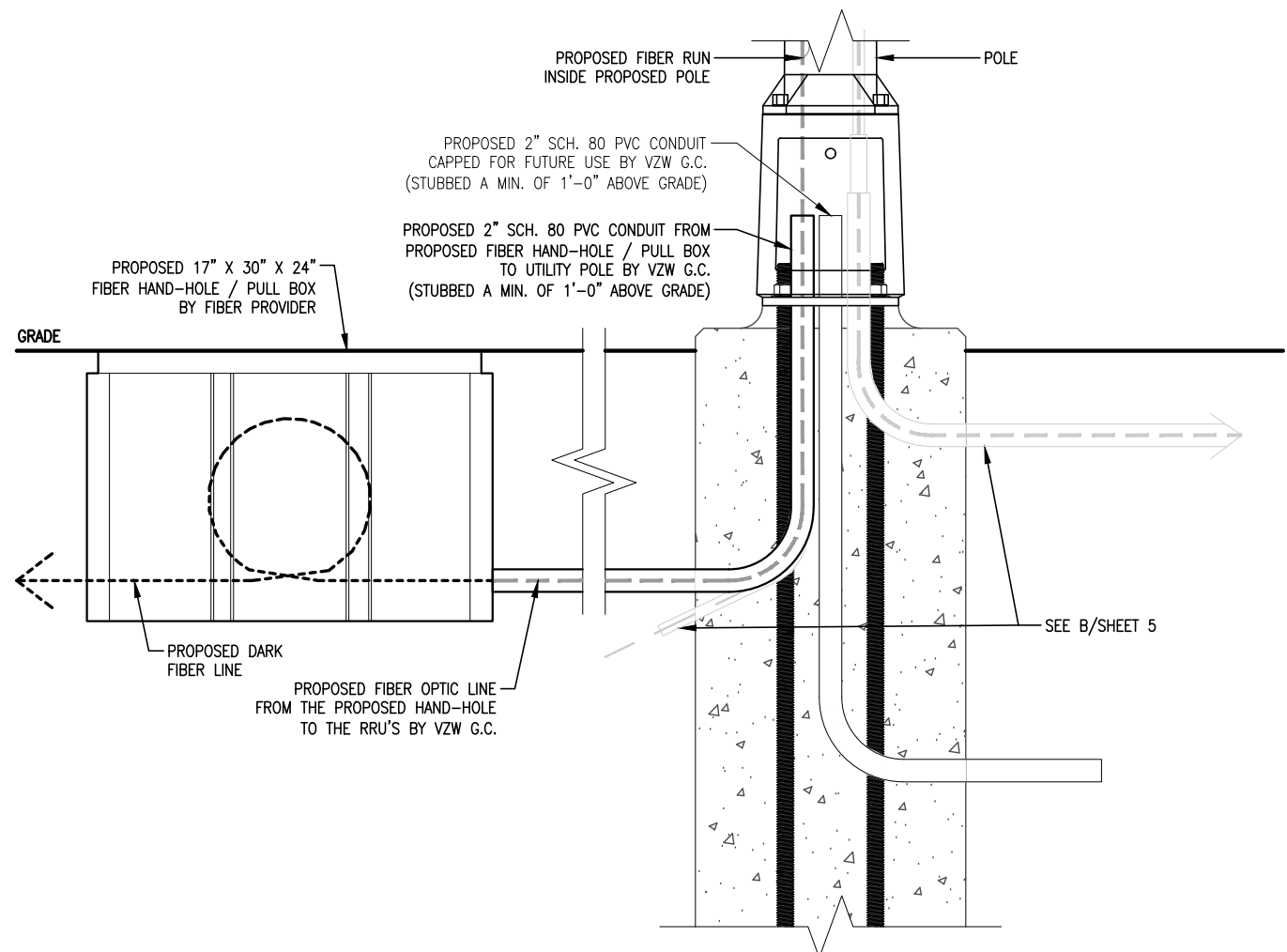


NOTE:  
EQUIPMENT SUPPLIER SHALL BE RESPONSIBLE  
FOR VERIFYING THAT THE CAPACITY OF THE  
EQUIPMENT SUPPORTS, BRACKETS, ATTACHMENTS,  
ETC. MEET THE LOADING REQUIREMENTS.

**A** EQUIPMENT MOUNTING DETAIL  
SCALE: 1" = 1'-0"



**C** RAYCAP AND METER ORIENTATION  
SCALE: N.T.S.



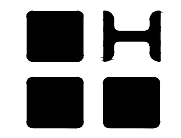
**B** FIBER HAND-HOLE LAYOUT  
SCALE: 3/4" = 1'-0"



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**HERZOG**  
ENGINEERING LLC

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I hereby certify that this plan, specification, or  
report was prepared by me or under my direct  
supervision and that I am a duly Licensed  
Professional Engineer under the laws of the  
State of Minnesota.

Print Name: Joshua Herzog

Signature

Date 05/07/2021 License # 42392

STRUCTURAL #: 211250

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	TAB

**MN MIN RICH**  
**MARVEL SC 14**

7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-21	REV. 0

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

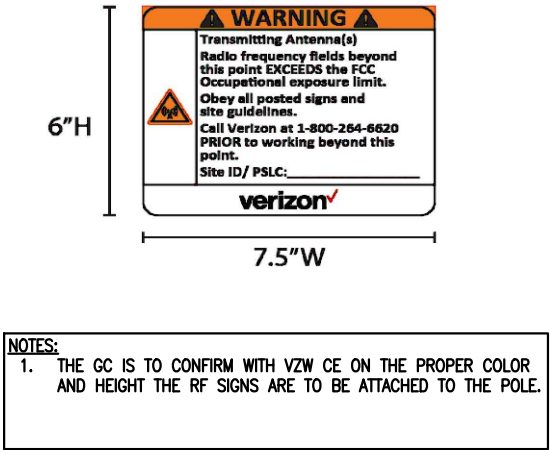
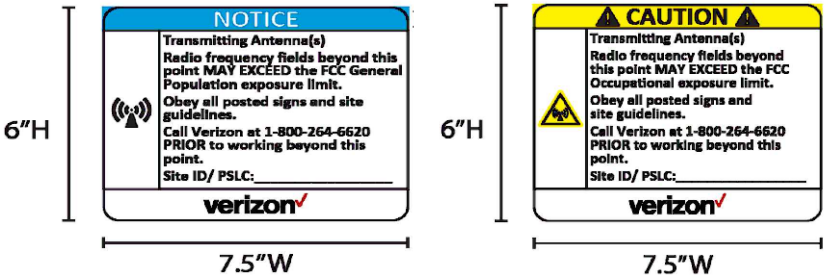
RFDS:	
DATE:	
	08-17-20

PLOT DATE	05-07-21
SET TYPE	CONSTRUCTION / BID
SHEET TITLE	MOUNTING DETAIL & FIBER HAND-HOLE
SHEET NUMBER	SHEET 3

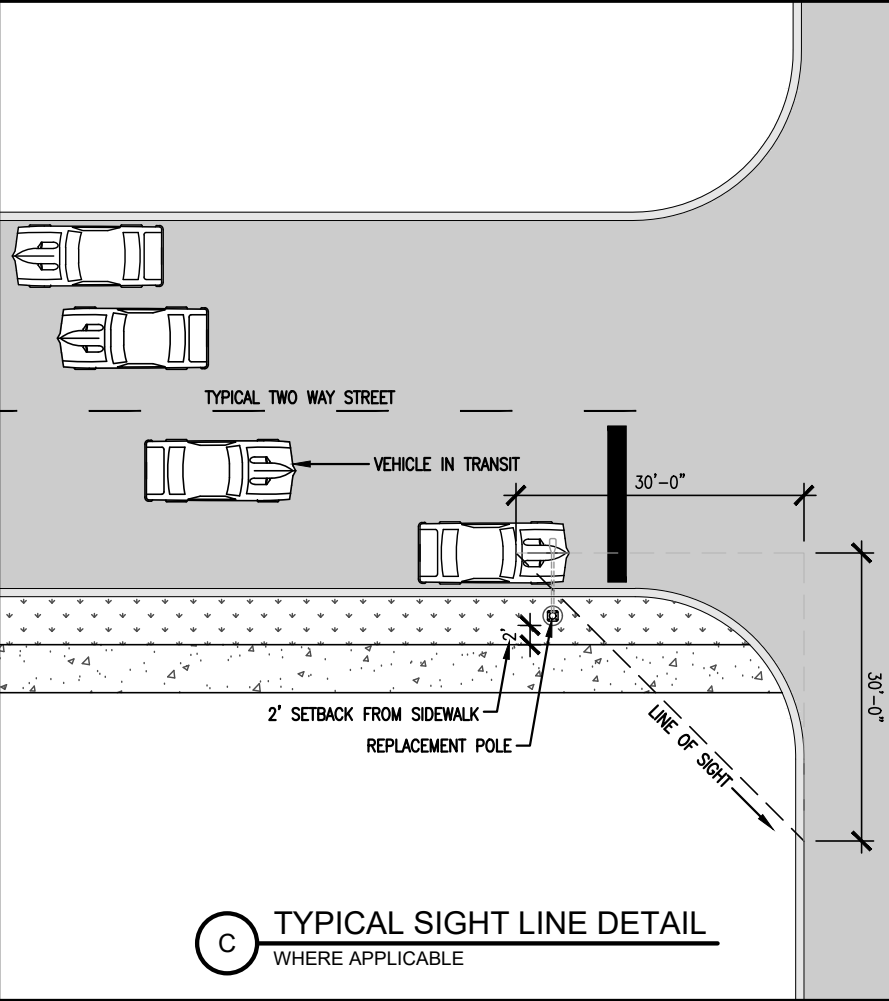


TUFF-SEAL BUSHING LIST				
PART #	BUSHING SPEC	# OF HOLES	Ø OF EACH HOLE	HUB SIZE
RSR-500-2	SRB-500-2	2	.500/.375	1 1/2"
RSR-508-2	SRB-508-2	2	0.5	1 1/2"
RSR-510-2	SRB-510-2	2	0.625	1 1/2"
RSR-506-3	SRB-506-3	3	0.375	1 1/2"

A TUFF-SEAL BUSHING  
SCALE: N.T.S



B RF WARNING SIGNS  
SCALE: N.T.S



C TYPICAL SIGHT LINE DETAIL  
WHERE APPLICABLE

verizon

10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice

DESIGN 1

9973 VALLEY VIEW RD.  
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Print Name: Joshua Herzog

Signature: *Joshua Herzog*

Date: 05/07/2021 License #: 42392

STRUCTURAL #: 211250

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	TAB

MN MIN RICH  
MARVEL SC 14

7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-21	REV. 0

STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:

RFDS:

DATE: 08-17-20

PLOT DATE: 05-07-21

SET TYPE: CONSTRUCTION / BID

SHEET TITLE: EQUIPMENT DETAILS

SHEET NUMBER: SHEET 4



D SITE PHOTO  
SCALE: N.T.S



E SITE PHOTO  
SCALE: N.T.S

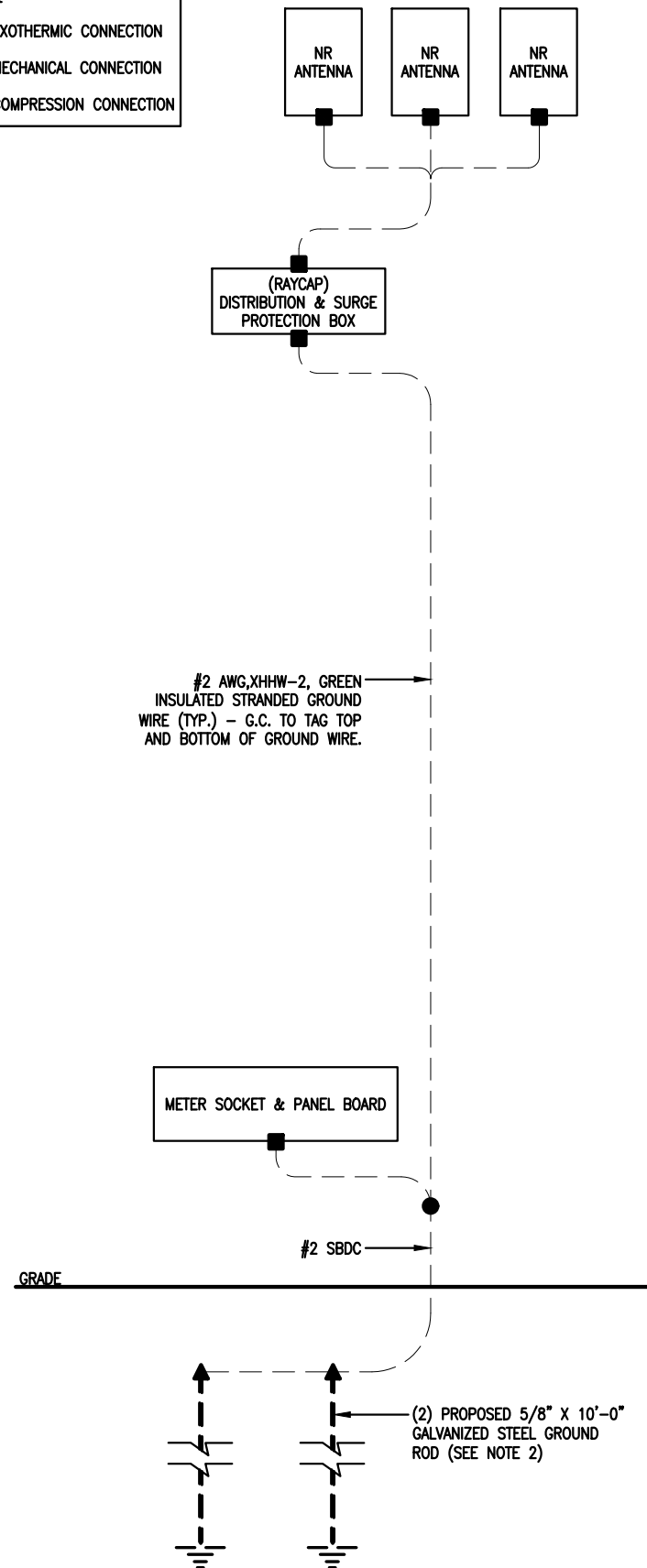


F SITE PHOTO  
SCALE: N.T.S



LEGEND:

- ▲ EXOTHERMIC CONNECTION  
■ MECHANICAL CONNECTION  
● COMPRESSION CONNECTION



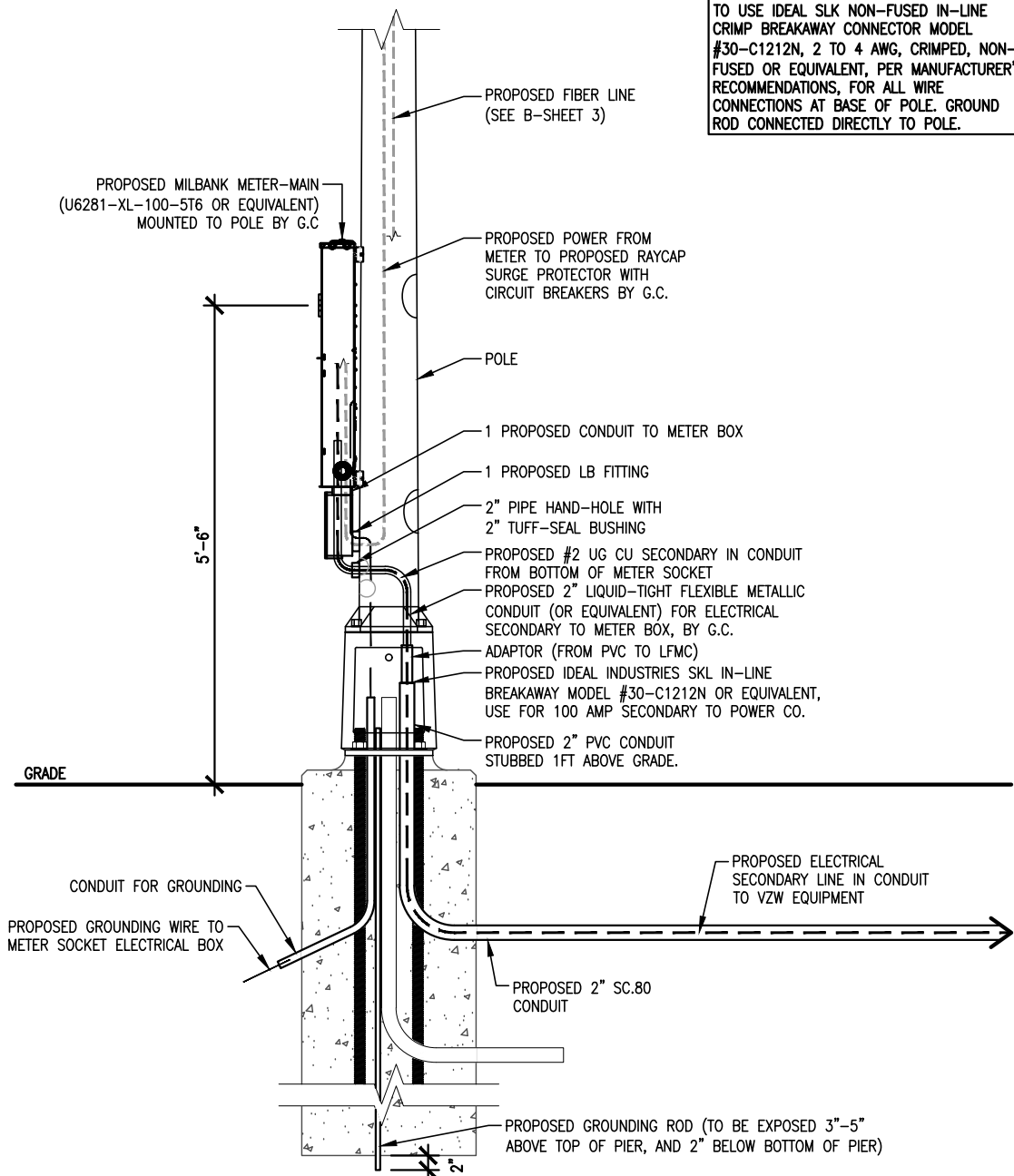
- NOTES:
- GROUNDING RISER FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWINGS FOR EQUIPMENT AND ANTENNA LOCATIONS.
  - DRIVE GROUND RODS TO A MINIMUM DEPTH OF 30" OR 6" BELOW FROST LINE, WHICHEVER IS GREATER.
  - GROUNDING ELECTRODES SHALL BE SPACED A MINIMUM OF 10'-0" APART.
  - CONCRETE REBARS SHALL BE BONDED AND GROUNDED.

**A** GROUNDING DIAGRAM  
SCALE: N.T.S

BREAKAWAY CONNECTOR MATRIX

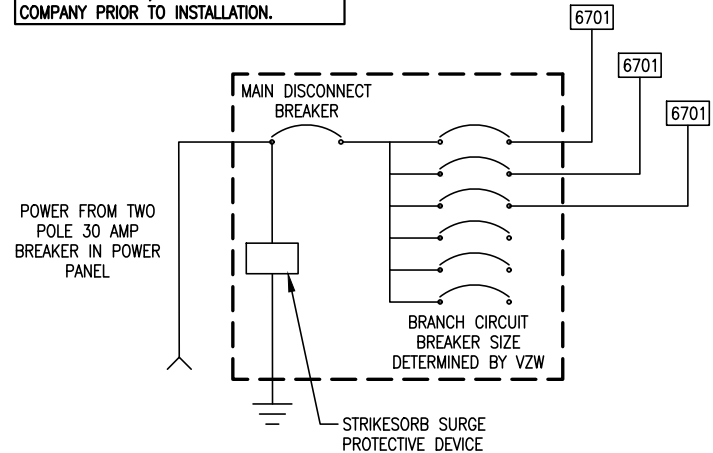
DESCRIPTION	IDEAL CONNECTOR DESCRIPTION	* IDEAL SLK MODEL #
#2 OR #3 CU VZW SECONDARY	NON-FUSED CRIMP BREAKAWAY	30-C1212N
#6 - #10 CU VZW BRANCH CIRCUIT	CONDUCTORS TO/FROM NODE BREAKAWAY	30-C1616N
#2 - #12 SET SCREW CITY LIGHTING CIRCUIT DEAD ENDED	NON-FUSED, CITY STREET NEUTRAL LIGHTING CIRCUIT #2 TO #12 BREAKAWAY	30-S1212N
#2 - #12 SET SCREW CITY LIGHTING CIRCUIT DEAD ENDED	FUSED, CITY STREET NEUTRAL LIGHTING CIRCUIT #2 TO #12 BREAKAWAY	30-S1212
#2 - #12 SET SCREW CITY LIGHTING CIRCUIT, NODE IN CIRCUIT STRING	NON-FUSED, CITY STREET LIGHTING CIRCUIT #2 TO #12 "Y" BREAKAWAY	30-S2212N
#2 - #12 SET SCREW CITY LIGHTING CIRCUIT, NODE IN CIRCUIT STRING	FUSED, CITY STREET LIGHTING CIRCUIT #2 TO #12 "Y" BREAKAWAY	30-S2212
* MODEL NUMBERS ARE PROVIDED AS A REFERENCE, CONTRACTOR MAY USE EQUIPMENT		

NOTE:  
SECONDARY ELECTRICAL CONNECTIONS ARE TO USE IDEAL SLK NON-FUSED IN-LINE CRIMP BREAKAWAY CONNECTOR MODEL #30-C1212N, 2 TO 4 AWG, CRIMPED, NON-FUSED OR EQUIVALENT, PER MANUFACTURER'S RECOMMENDATIONS, FOR ALL WIRE CONNECTIONS AT BASE OF POLE. GROUND ROD CONNECTED DIRECTLY TO POLE.

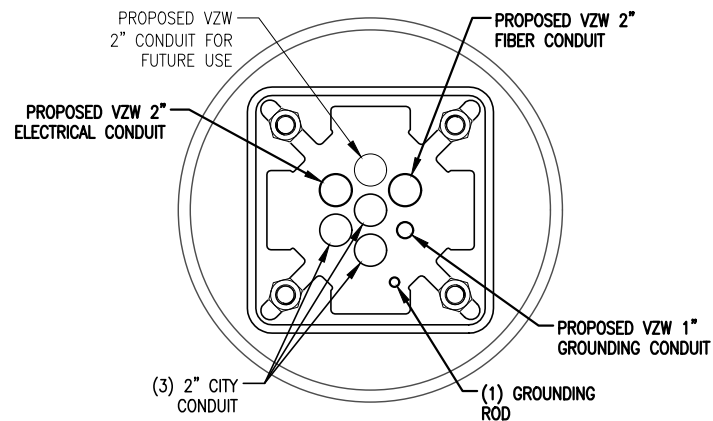


**B** EQUIPMENT MOUNTING/LAYOUT DETAILS  
SCALE: 1/2" = 1'-0"

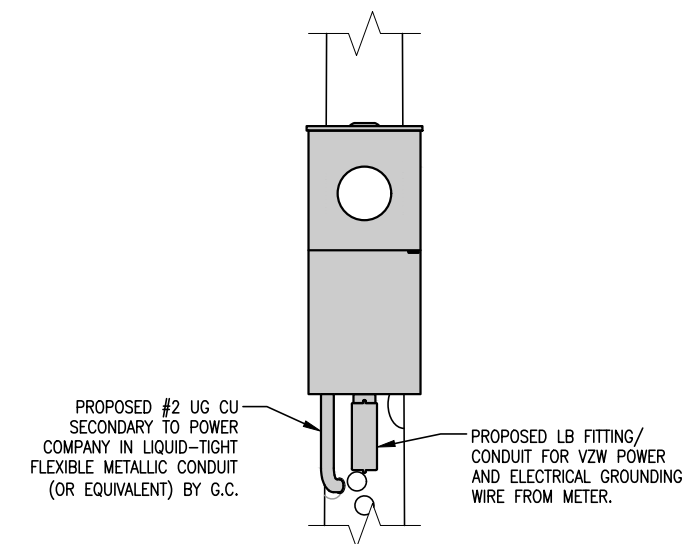
NOTE:  
ELECTRICAL CONTRACTOR SHALL VERIFY FINAL ELECTRICAL ROUTING, WIRE SIZING, END FUSE SIZING, ETC. WITH UTILITY COMPANY PRIOR TO INSTALLATION.



**C** TYPICAL RAYCAP ONE-LINE DIAGRAM  
SCALE: N/A



**D** CONDUIT PLAN  
SCALE: 1" = 1'-0"



**E** CONDUIT LAYOUT  
SCALE: 1/2" = 1'-0"

**verizon**

10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice

**DESIGN 1**

9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299  
WWW.DESIGN1EP.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: *Ali Abedini*

Name: Ali Abedini

Date: 05/12/2021

License Number: 56614

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	TAB

**MN MIN RICH  
MARVEL SC 14**  
7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

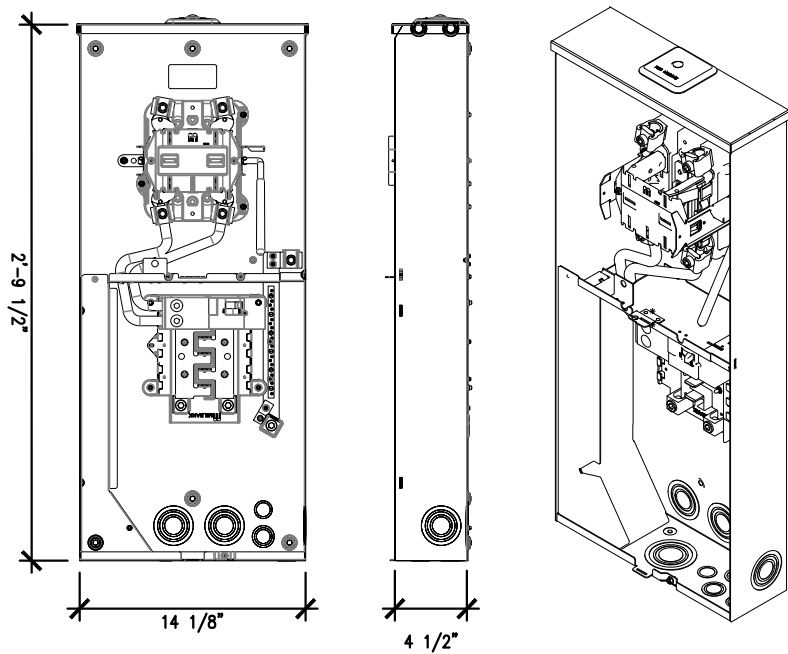
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INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-12	REV. 0

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

RFDS:	
DATE:	08-17-20

PLOT DATE	05-07-21
SET TYPE	CONSTRUCTION / BID
SHEET TITLE	ELECTRICAL, FIBER & GROUNDING DETAILS
SHEET NUMBER	SHEET 5

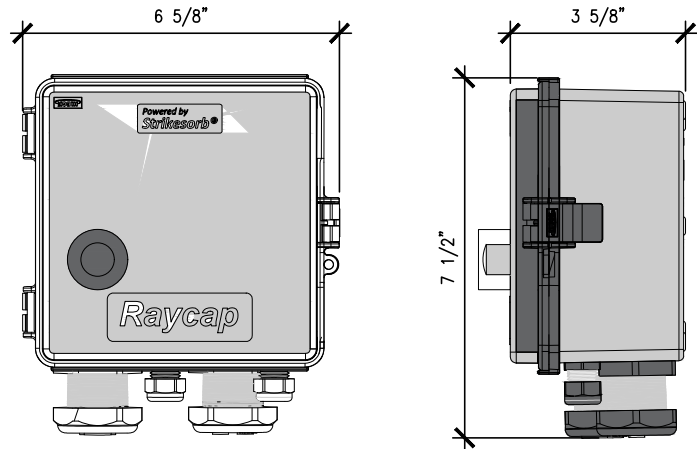
MILBANK METER-MAIN  
(U6012-XL-200-K1-5T6-AMS)



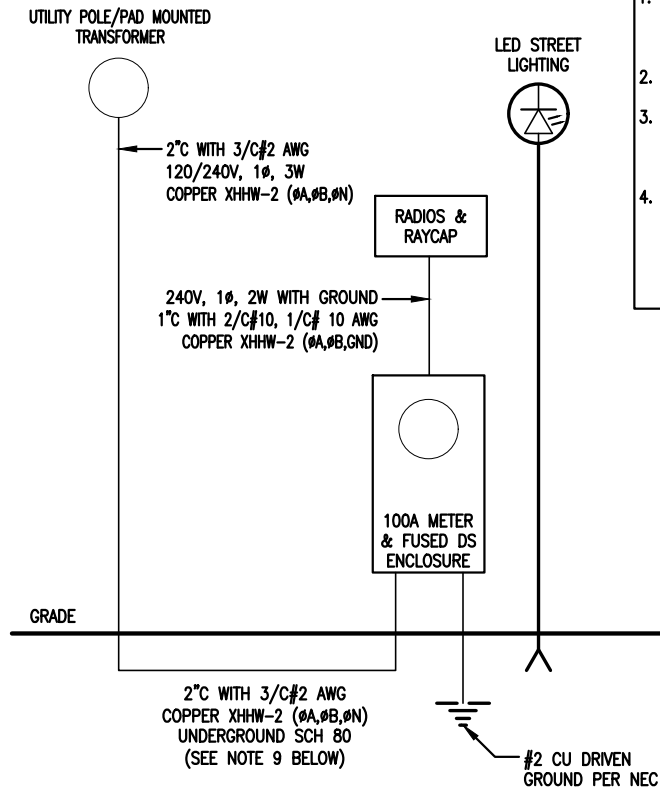
A METER BOX DETAIL  
SCALE: N.T.S

MANUFACTURE: RAYCAP  
MODEL NO: RSCAC-1333-PS-240

NOTE:  
RAYCAP INSTALLATION & BUILD QUALITY AS PER  
MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS. SEE  
MANUFACTURER'S INFORMATION PACKET FOR MORE INFORMATION.



B RAYCAP DETAIL  
SCALE: 3" = 1'-0"



- NOTE:
1. ELECTRICAL CONTRACTOR TO VERIFY FINAL ELECTRICAL ROUTING WITH UTILITY COMPANY ON-SITE. FOR CABLE AND CONDUIT SIZE, SEE PLAN DRAWINGS.
  2. CONTRACTOR TO INSTALL A 30A CIRCUIT INSIDE METER ENCLOSURE TO FEED RAYCAP PANEL.
  3. ELECTRICAL CONTRACTOR TO RUN A CIRCUIT FOR STREET LIGHTING PER THE CITY ENGINEER SPECIFICATION USING A BREAKAWAY CONNECTOR.

C ONE LINE RISER DIAGRAM  
SCALE: N.T.S

verizon

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952.946.4694 voice

DESIGN 1

9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299  
WWW.DESIGN1EP.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: *Ali Abedini*

Name: Ali Abedini

Date: 05/12/2021

License Number: 56614

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	TAB

MN MIN RICH  
MARVEL SC 14  
7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-12	REV. 0

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:

RFDS:	
DATE:	08-17-20

PLOT DATE	05-07-21
SET TYPE	CONSTRUCTION / BID
SHEET TITLE	ELECTRICAL DETAILS
SHEET NUMBER	SHEET 6

## ELECTRICAL LOAD ANALYSIS PANEL

VOLTAGE: 120/240 V -1PH OCCUPANCY: TELECOMMUNICATION TOWER

DESCRIPTION OF LOAD	LOAD	AMPS AT 240V 1 Ø			
		Ø A	Ø B	Ø C	Ø N
ANTENNA POWER X 1.25 =	1500	6.25	6.25	-	-
TOTAL CONNECTED LOAD =		6.25	6.25	-	-
SERVICE AMPACITY		100	100	-	100

### NOTE:

1. FIELD VERIFY LOAD PRIOR TO INSTALLING WIRE, CONDUIT, ETC.
2. ALL LOADS REQUIRE APPROPRIATE GROUND WIRE.
3. ALL CONDUCTORS SHALL BE COPPER UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL INSTALL FEEDERS BASED ON THE OVER CURRENT DEVICE RATINGS.
5. ABOVE GROUND CONDUIT SHALL BE RIGID EMT OR IMC CONDUIT OR BETTER.
6. CONTRACTOR SHALL INSTALL A MINIMUM 2"x3" LABEL IN BLUE LETTERING ON A CONTRASTING DATE OF CALCULATION FOR AVAILABLE SHORT CIRCUIT CURRENT.
7. ALL THE INSTALLED ELECTRICAL MATERIALS, APPARATUSIS, DEVICES, APPLIANCES OR EQUIPMENT SHALL BE IN FULL COMPLIANCE WITH STATE OF MINNESOTA RULES AND OTHER APPLICABLE CODES. THE MARKER'S NAME, TRADEMARK OR OTHER IDENTIFICATION SYMBOL SHALL BE PLACED ON ALL THE MATERIALS, APPARATUS, DEVICES,APPLIANCES, FIXTURES AND EQUIPMENT. ALL THE INSTALLED ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE LISTED AND LABEL FOR INTENDED USE AND SHALL BE INCLUDED IN A LIST PUBLISHED BY APPROVED AGENCY.
8. SERVICE DISCONNECT AND METERING LOCATION SHALL BE COORDINATED WITH VERIZON AND XCEL ENERGY.
9. ALL UNDERGROUND CABLE SHALL BE BURIED 24" MINIMUM UNDERGROUND. IT SHALL BE ROUTED IN MINIMUM PVC SCH 80 CONDUIT.
10. CONTRACTOR TO PROVIDE HAND HOLE/PULL BOX TO PROTECT CABLE I.E. STREET CROSSING, LONG RUN, OR CABLE DIRECTION CHANGE MORE THAN 270 DEGREES.
11. ALL WORK SHALL MEET LATEST ADOPTED NEC AND OTHER NATIONAL AND LOCAL CODES.
12. ALL CABLE AND CONDUIT ROUTING IS SHOWN DIAGRAMMATICALLY. CONTRACTOR TO FIND THE BEST CODE COMPLIANT METHOD AND COORDINATE IT WITH VZW, CITY AND UTILITY.

PLAN NOTES:

- PLANS DEPICTED ARE GENERAL GUIDELINES FOR TEMPORARY VEHICULAR TRAFFIC CONTROL PLANS (TCP) TO INCLUDE PEDESTRIAN AND WORKER SAFETY. CONTRACTOR IS REQUIRED TO HAVE PREPARED A SITE-SPECIFIC TCP FOR REVIEW AND APPROVAL BY THE HIGHWAY AUTHORITY HAVING JURISDICTION. IF REQUIRED, THE FIRM PREPARING THE TCP SHALL BE AUTHORIZED OR CERTIFIED BY THE AUTHORITY HAVING JURISDICTION.
- EXTEND CHANNELIZATION DEVICES INTO SHOULDER WHERE APPLICABLE.
- DISTANCES AS INDICATED IN TABLE 1 SHOULD BE INCREASED FOR CONDITIONS THAT WOULD AFFECT STOPPING. DISTANCE SUCH AS DOWNGRADES OR LIMITED SIGHT DISTANCES. DISTANCES CAN BE DECREASED FOR LOW-SPEED (RESIDENTIAL) AREAS WITH APPROVAL BY THE AUTHORITY HAVING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED AS A CONDITION OF APPROVAL BY THE HIGHWAY AND LOCAL AUTHORITY HAVING JURISDICTION.
- SHOULDER TAPERS SHOULD BE 1/3 OF THE ON-STREET TAPER LENGTH.
- MAINTAIN A MINIMUM LANE WIDTH OF 10'.

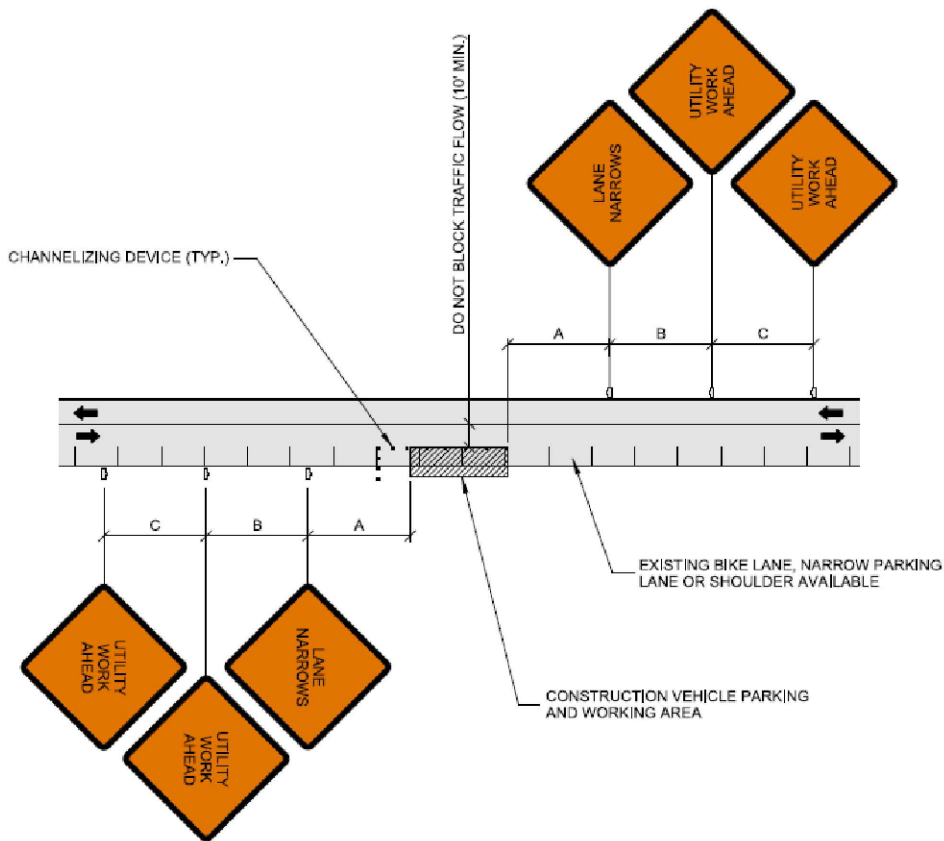
TABLE 1

POSTED SPEED (MPH)	DISTANCE BETWEEN SIGNS			TAPER	BUFFER
	A	B	C	L (SEE NOTE)	
15	100'-0"	100'-0"	100'-0"	45'-0"	100'-0"
20	100'-0"	100'-0"	100'-0"	80'-0"	115'-0"
25	100'-0"	100'-0"	100'-0"	125'-0"	155'-0"
30	200'-0"	200'-0"	200'-0"	180'-0"	200'-0"
35	200'-0"	200'-0"	200'-0"	245'-0"	250'-0"
40	350'-0"	350'-0"	350'-0"	320'-0"	305'-0"
45	350'-0"	350'-0"	350'-0"	540'-0"	360'-0"
50	500'-0"	500'-0"	500'-0"	600'-0"	425'-0"
55	500'-0"	500'-0"	500'-0"	660'-0"	495'-0"
60	500'-0"	500'-0"	500'-0"	720'-0"	570'-0"
65	500'-0"	500'-0"	500'-0"	780'-0"	645'-0"

NOTES:

- DISTANCES IN FEET UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY EXISTING SPEED LIMIT.
- DISTANCES SHOWN ARE NOT VALID FOR LIMITED ACCESS HIGHWAYS. CONSULT STATE D.O.T MANUAL FOR DISTANCES.
- ADJUST DISTANCES TO COMPLY WITH REQUIREMENT OF THE STATE OR LOCAL HIGHWAY AUTHORITY HAVING JURISDICTION. SEE NOTE 1/D-502.
- TAPER LENGTHS SHOWN BASED ON 12'-0" LANE WIDTH. SEE NOTE 18/D-502.

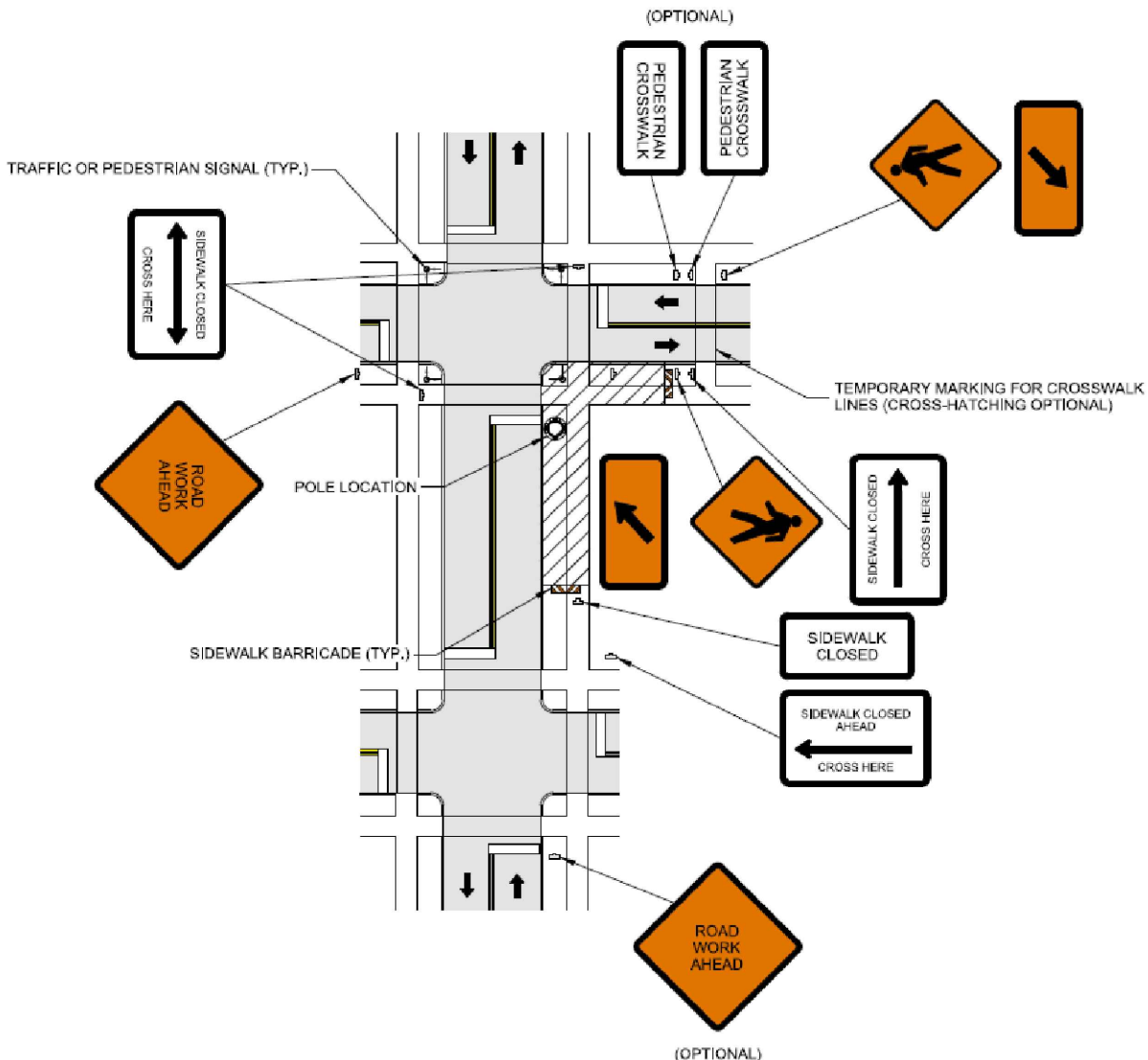
NOTE:  
THIS SHEET IS PROVIDED FOR GENERAL INFORMATION ONLY. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL REQUIREMENTS WITH THE LOCAL JURISDICTION PRIOR TO LANE CLOSURE.



TRAFFIC CONTROL GENERAL NOTES

- ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
- PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
- TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
- SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - PART VI "TEMPORARY TRAFFIC CONTROL", AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
- ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
- TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
- CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE EXISTING TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
- ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE NEW TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
- CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
- ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
- WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
- CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
- THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
- DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
- CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
- THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
- WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
- TAPER LENGTHS ARE CALCULATED AS FOLLOWS:  $L = WS^2/60$  (40 MPH AND HIGHER) OR  $L2 = WS$  (OVER 40 MPH), WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).

PROVIDE PEDESTRIAN/WORKER SAFETY CONTROL DEVICES IF REQUIRED



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10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice

DESIGN1

9973 VALLEY VIEW RD.  
EDEN PRAIRIE, MN 55344  
(952) 903-9299  
WWW.DESIGN1EP.COM



HERZOG  
ENGINEERING LLC

530 North 3rd Street, Suite 230  
Minneapolis, MN 55401  
(612) 844 - 1234

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Joshua Herzog

Signature  
Date 05/07/2021 License # 42392

STRUCTURAL #: 211250

PROJECT NO: 20191933786

LOCATION CODE: 534873

CHECKED BY: TAB

MN MIN RICH  
MARVEL SC 14

7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:

INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-21	REV. 0

STRUCTURAL ANALYSIS:

DATE: DESCRIPTION:

RFDS:

DATE: 08-17-20

PLOT DATE 05-07-21

SET TYPE CONSTRUCTION / BID

SHEET TITLE PEDESTRIAN & TRAFFIC SAFETY PLAN

SHEET NUMBER SHEET 7



GENERAL CONDITIONS

00 0001 PERMITS  
Construction Permit shall be acquired by, or in the name of, Verizon Wireless, to be hereinafter referred to as the OWNER. Other permits shall be acquired by the Contractor.

00 0002 SURVEY FEES  
Survey shall be furnished by the Architect. Layout Staking shall be coordinated with the Surveyor per "Request For Quote", (RFQ).

01 0010 INSURANCE & BONDS  
Contractor is to furnish Insurance certificates for themselves and subcontractors. Contractor will provide any required Bonding. Contractor agrees to warranty the project for (1) one year after completion.

01 0400 SUPERVISION & COORDINATION  
Contractor shall provide supervision throughout the Project, coordinating the work of the Subcontractors, and delivery & installation of Owner–furnished items. Contractor’s responsibilities include arranging & conducting of Underground Utilities Locates. Contractor shall comply with municipal, county, state and/or federal codes, including OSHA.

01 0600 TESTING  
Contractor is responsible for providing Agencies with sufficient notice to arrange for Test Samples (i.e.: Concrete Cylinders), and for Special Inspections.

01 2000 MEETINGS  
Contractor shall make themselves aware of, and attend, meetings with the Owner and/or Architect. Contractor is to attend a Pre–Construction Meeting of all parties involved, prior to the start of construction.

01 5100 TEMPORARY UTILITIES  
Contractor shall maintain the job site in a clean and orderly fashion, providing temporary sanitary facilities, and waste disposal.

01 5300 EQUIPMENT RENTAL  
Contractor shall furnish equipment necessary to expedite work.

01 5900 FIELD OFFICES & SHEDS  
Contractor shall provide security (fence area or trailer module) for tools and materials that remain overnight on site.

01 7000 CLEAN UP & CLOSE OUT  
Contractor shall clean up the Site to the satisfaction of Owner. Contractor shall complete the items listed on the Owner’s Punch List, and shall sign and return the List to the Owner. Contractor shall maintain a set of drawings during the job, on which changes shall be noted in red ink. A full set of redlined drawings (As–Builds) are to be given to the Architect at Job completion and submit "construction work complete memo" to Construction Engineer.

01 8000 TRUCKS & MILEAGE  
Contractor shall provide transportation for their own personnel.

01 8300 TRAVEL TIME & PER DIEM  
Contractor shall provide room and board for their own personnel, and reasonable time for traveling to & from job site.

01 9200 TAXES  
Contractor shall pay sales and/or use tax on materials and taxable services.

SITework

02 1000 SITE PREPARATION  
N/A

02 1100 ROAD IMPROVEMENT & CONSTRUCTION  
N/A

02 2000 EARTHWORK & EXCAVATION  
N/A

02 5000 PAVING & SURFACING  
Existing bituminous and concrete surfaces damaged during the construction process must be returned to pre construction condition or better. Coordinate with owner and architect.

02 7800 POWER TO SITE  
Contractor shall coordinate the electrical service to the RRU’s with the Utility Provider. Contractor to provide Raycap for VZW use.

02 7900 TELCO TO SITE  
Contractor shall provide 2" schedule 40 PVC conduit, (schedule 80 PVC under roads and drives) with 'large sweep' elbows & pull string for TELCO service as noted on plans. Cable to be fiber optic lines, source and provider T.B.D.

02 8000 SITE IMPROVEMENTS  
N/A

02 8001 FENCING  
N/A

02 8500 IRRIGATION SYSTEMS  
Contractor shall add to/re–route existing irrigation system as necessary for new construction. Contractor shall provide temporary irrigation of new seed or sod, to be maintained so it survives 1 year after planting

02 9000 LANDSCAPING  
Contractor to restore turf areas damaged by construction to preconstruction condition or better.  
Contractor shall protect existing landscape elements that are not in the Scope of Work. Reasonable precautions shall be taken to assure the health of existing trees and shrubbery. If conflicts arise regarding the location of root systems, branch lines, etc., the Architect must be contacted prior to performing Work that may cause damage. Damage resulting from disregard of this Article shall be compensated by the Responsible Party and at a cost to be determined by the Property Owner, Architect, and Owner. Contractor shall furnish and install new seed or sod.  
Watering shall be as described in 02 8500.

CONCRETE

03 1000 CONCRETE FORM WORK  
Concrete forms shall be dimension lumber, modular, or steel.

MASONRY  
N/A

METALS

05 0000 METALS  
Contractor will furnish and install structural and fabricated steel items not specifically furnished by Owner, and install Owner–furnished items. Structural steel shall be fabricated and erected per AISC specifications. Welding shall conform to AWS standards. Field welding shall be as shown on Shop Drawings, performed by AWS Certified Welders, and inspected as prescribed by the Structural Engineer. Steel shall be ASTM A992 OR A36, and 3/4" field bolts shall be A325. Temporary erecting bolts, clip hangers, and bracing shall be furnished by Contractor. Fabrications shall be shop welded if possible, and galvanized before delivery to site. Structural steel, and miscellaneous iron and steel, shall be hot dipped galvanized per ASTM A123 thickness grade 55. Fabricated iron and steel hardware shall be hot dipped galvanized per ASTM A153. Repair of damaged or uncoated galvanized surfaces shall be per ASTM A780.

WOOD & PLASTICS  
N/A

THERMAL & MOISTURE  
N/A

DOORS AND HARDWARE  
N/A

FINISHES

09 9000 PAINTING  
Contractor shall provide materials and labor for all painting indicated in the architectural documents and shall touch–up construction related scrapes & scratches with appropriate paint.  
Contractor to obtain Lessor and Architect approvals of all swatches prior to application of paint:  
\* Contractor to paint non 5G antennas, RRU’s, and related equipment Sherwin Williams SW# 6993 "BLACK OF NIGHT".

SPECIAL CONSTRUCTION

13 1260 CABLE BRIDGE, CANOPY  
N/A

13 1400 ANTENNA INSTALL  
Contractor shall install Owner’s antennas and feed lines during erecting. Contractor shall test and certify feed lines per current VZW standards.

13 3423 TRANSPORT AND SET ANTENNAS / EQUIPMENT  
Contractor shall provide crane(s) and/or truck for transporting, setting antennas and related equipment on light pole.

13 3613 ANTENNA MOUNTS  
Contractor to install antenna mounts per manufacturers specifications.

13 RF SIGNAGE  
Contractor to install at minimum 2 identical "RF WARNING" stickers at approximately 3 feet bellow the lowest attached Verizon owned equipment, 180' apart from each other.

13 5000 CONCEALMENT FILM  
Contractor to furnish the antennas and equipment with Concealment Film as indicated in the drawings. Concealment Film to be 3M "Envision Print Wrap Films 480mC".

Concealment film to be mirror–like, solid–color or custom–pattern as indicated in the drawings. Printing to be performed by a 3M MCS Certified graphics manufacturer. Printed concealment film to be covered with 3M "Anti–Graffiti Wrap Matte Overlamine 8590M". Concealment film to be installed on antennas and equipment to the extents indicated in the drawings and shall exclude heat–sink "fins", manufacturer’s labels, ventilation holes and cable connections. Installation of the overlaminated, printed concealment film onto antennas and equipment to be by a trained 3M "Preferred", "Endorsed" or "Certified" installer or graphic installation company. For procuring the proper 3M concealment film with the desired color/pattern and to find local certified installers contact ConcealFab at (719) 599–3400 or sales@concealfab.com.

\*\* NOTE SOLID COLORS AS FOLLOWS IF USING SHERWIN WILLIAMS \*\*  
Solid color to be Sherwin Williams SW# 6993 "BLACK OF NIGHT", for color conversion to RGB and Hex Values see  
https://www.sherwin–williams.com/home–builders/color/tools/downloadable–color–palettes.

MECHANICAL

15 4000 PLUMBING  
N/A

15 5000 HVAC  
N/A

ELECTRIC

16 5000 LIGHTING AND ELECTRICAL  
See SHEET 5 & SHEET 6 for details.

16 6000 GROUNDING  
Contractor shall make themselves familiar with and follow the current GROUNDING STANDARDS of VERIZON WIRELESS. Contractor shall perform work as shown on Grounding Plans. Any site–specific grounding issues not covered by the GROUNDING STANDARD are to be addressed by the Contractor to the Owner.

SCOPE OF WORK:

CONTRACTOR SHALL PROVIDE MATERIALS, LABOR, TOOLS, TRANSPORTATION, SUPERVISION, ETC. TO FULLY EXECUTE WORK. WORK REQUIREMENTS ARE DETAILED ON THE DRAWINGS AND SPECIFICATIONS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

SITE PREPARATION  
INSTALL ANTENNAS/RRU’s  
POWER/FIBER TO RRU’s  
SITE GROUNDING

EQUIPMENT:

EQUIPMENT SUPPLIER SHALL BE RESPONSIBLE FOR VERIFYING THAT THE CAPACITY OF THE EQUIPMENT SUPPORTS, BRACKETS, ATTACHMENTS, ETC. MEET THE LOADING REQUIREMENTS.



10801 Bush Lake Rd  
Bloomington, MN 55438  
952.946.4694 voice



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EDEN PRAIRIE, MN 55344  
(952) 903-9299  
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HERZOG  
ENGINEERING LLC

530 North 3rd Street, Suite 230  
Minneapolis, MN 55401  
(612) 844 - 1234

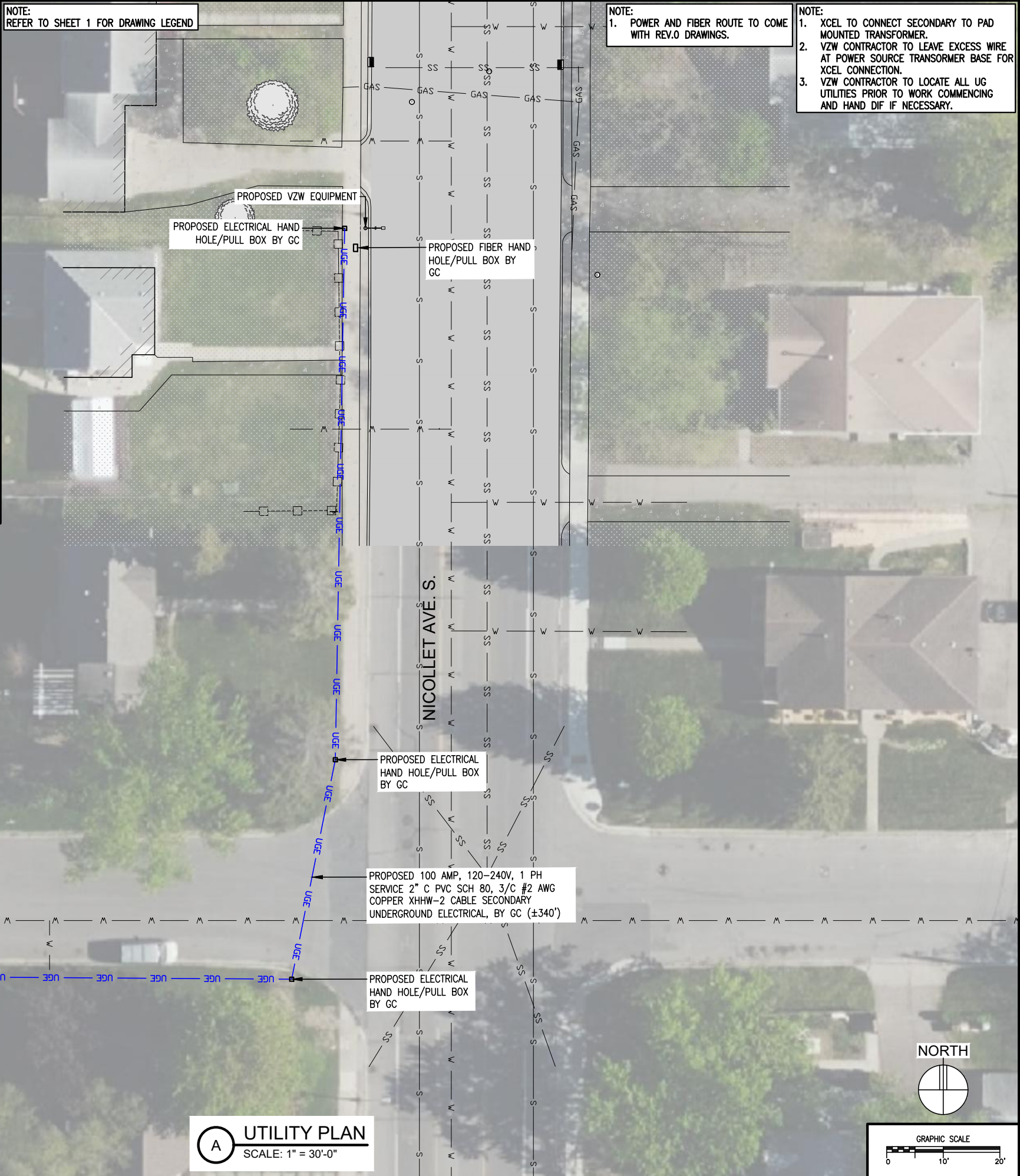
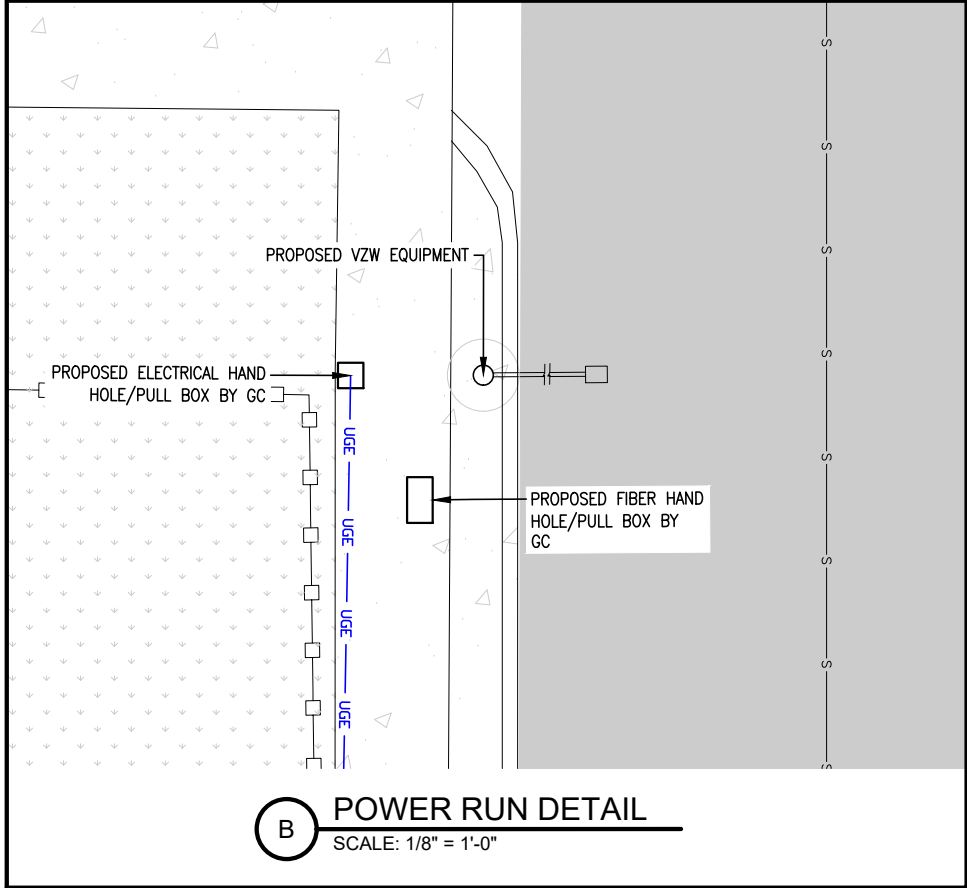
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Joshua Herzog

Signature

Date 05/07/2021 License # 42392

STRUCTURAL #: 211250		
PROJECT NO:		20191933786
LOCATION CODE:		534873
CHECKED BY:		TAB
MN MIN RICH MARVEL SC 14 7332 NICOLLET AVE SOUTH RICHFIELD, MN 55423		
SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-21	REV. 0
STRUCTURAL ANALYSIS:		
DATE:	DESCRIPTION:	
RFDS:		
DATE:	08-17-20	
PLOT DATE		05-07-21
SET TYPE		CONSTRUCTION / BID
SHEET TITLE		GENERAL NOTES
SHEET NUMBER		SHEET 8



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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: *Ali Abedini*

Name: Ali Abedini

Date: 05/12/2021

License Number: 56614

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	TAB

### MN MIN RICH MARVEL SC 14

7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
SWS	02-23-21	REV. A
APM	03-30-21	REV. A.1
SWS	05-07-12	REV. 0

STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:
RFDS:	
DATE:	
08-17-20	

PLOT DATE	05-07-21
SET TYPE	CONSTRUCTION / BID
SHEET TITLE	UTILITY ROUTING PLAN
SHEET NUMBER	SC14

ONE CALL

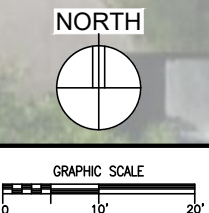
SYSTEMS INTERNATIONAL

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL

TOLL FREE: 1-800-252-1166  
FAX A LOCATE: 1-800-236-4967

MN STATUTE REQUIRES MIN. OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

NOTE:  
ELECTRICAL CONTRACTOR SHALL VERIFY FINAL ELECTRICAL ROUTING, WIRE SIZING, END FUSE SIZING, ETC. WITH UTILITY COMPANY PRIOR TO INSTALLATION.





GENERAL STRUCTURAL NOTES

1. BUILDING CODES USED FOR DESIGN:

a. MINNESOTA BUILDING CODE, 2020 EDITION. (IBC 2018)

b. ANSI / TIA 222-H-2017

2. DESIGN CRITERIA:

a. GENERAL:

BUILDING / STRUCTURE RISK CATEGORY: II

b. WIND LOAD CRITERIA:

BASIC WIND SPEED (ULTIMATE)V = 109 MPH

WIND ON ICE SPEEDV = 50 MPH

WIND LOAD IMPORTANCE FACTORI = 1.0

WIND LOAD EXPOSUREC

WIND TOPOGRAPHIC FACTORKzt = 1.0

c. ICE LOAD CRITERIA:

DESIGN ICE THICKNESSti = 1.50 INCHES

3. DESIGN STRESSES:

a. CONCRETE:

MEMBER TYPE/ LOCATION	STRENGTH @ 28 DAYS	EXPOSURE CLASSES	MAX W/C RATIO	MAXIMUM AGGREGATE	AIR CONTENT (SEE NOTE1)
PIERS	4500 PSI	F1,S0,P0,C1	0.45	3/4"	5.0%

NOTE: (1) AIR CONTENT TOLERANCE SHALL BE +/- 1.5%.

b. NON-SHRINK GROUT

c. REINFORCEMENT

d. ANCHOR BOLTS

f<sub>c</sub> = 10,000 PSI (@28 DAYS)

F<sub>y</sub> = 60,000 PSI ASTM A615 (DEFORMED BARS)

F<sub>y</sub> = 36 KSI ASTM F1554 MIN.

(SEE ANCHOR BOLT DESIGN BY POLE MANUF.)

4. CONCRETE COVERAGE FOR REINFORCEMENT:

a. BOTTOM OF PIERS

b. PIER SIDES

c. TOP OF PIERS

3" FROM BOTTOM

3"

2" FROM TOP

5. FOUNDATIONS:

a. ALL FOOTINGS SHALL BEAR ON NATURAL UNDISTURBED SOIL OR ON COMPACTED GRANULAR FILL.

b. GRANULAR FILL SHALL BE COMPACTED TO 98% STANDARD DENSITY (ASTM: D698).

c. IF SOIL AT BOTTOM OF FOOTINGS AS DETAILED IS OF QUESTIONABLE BEARING VALUE, THE ARCHITECTS' OFFICE SHALL BE NOTIFIED AT ONCE.

d. EXCAVATION SHALL BE SIZED SUCH THAT THE OUTSIDE DIAMETER OF THE EXCAVATED HOLE SHALL BE A MINIMUM OF 12" GREATER THAN THE DIAMETER OF THE FOUNDATION PIER. EXCAVATION TO BE TERMINATED 12" BELOW FOUNDATION PIER. BACKFILL MATERIAL TO BE GRADED AND WELL-COMPACTED AGGREGATE MATERIAL. 12" OF BACKFILL MATERIAL SHALL BE PLACED AND WELL-COMPACTED AT THE BOTTOM OF THE EXCAVATION. BACKFILL MATERIAL SHALL BE PLACED AND WELL-COMPACTED IN LIFTS NOT TO EXCEED 6" IN THICKNESS. BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR. BACKFILL SHALL BE WELL BANKED AND TAMPED AROUND THE POLE TO A HEIGHT OF 6" ABOVE GRADE.

e. PRESUMPTIVE SOIL CONDITIONS HAVE BEEN ASSUMED AS SITE SOIL CONDITIONS OR A GEOTECHNICAL REPORT HAVE NOT BEEN PROVIDED FOR REVIEW AND ANALYSIS. IT HAS BEEN ASUMED THE EXISTING NATIVE SOILS AT THE SITE CONFORM TO IBC CODE – TABLE 1806.2, CLASS OF MATERIALS 5.) CLAY, SANDY CLAY, SILTY CLAY, CLAYEY SILT, SILT AND SANDY SILT (CL, ML, MH, AND CH) WITH THE FOLLOWING PRESUMED LOAD BEARING VALUES:

VERTICAL FOUNDATION PRESSURE = 1,500 PSF

LATERAL BEARING PRESSURE = 100 PSF/FT BELOW NATURAL GRADE

f. IF POOR SOILS OR UNCONTROLLED FILL OR WORSE ARE FOUND, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM HERZOG ENGINEERING, LLC OF THE SITE CONDITIONS AS THE FOUNDATION AND EMBEDMENT REQUIREMENTS WILL BE REQUIRED TO BE REVISED.

6. REINFORCING STEEL:

a. THE REINFORCING STEEL CONTRACTOR SHALL FABRICATE ALL REINFORCEMENT AND FURNISH ALL ACCESSORIES, CHAIRS, SPACER BARS AND SUPPORTS NECESSARY TO SECURE THE REINFORCEMENT UNLESS SHOWN OTHERWISE ON THE PLANS AND/OR DETAILS.

b. CONCRETE REINFORCEMENT SHALL BE PLACED ACCORDING TO THE CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS".

c. COMPRESSION AND TENSION LAP SPLICES FOR CAST-IN-PLACE CONCRETE SHALL BE 38 BAR DIAMETER MINIMUM UNLESS OTHERWISE NOTED.

d. REINFORCING BARS MAY NOT BE WELDED WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER. ONLY ASTM A706 REINFORCEMENT MAY BE WELDED.

7. CONCRETE:

a. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301.

b. COMPLY WITH ACI 304 FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE.

c. COMPLY WITH ACI 305 FOR HOT WEATHER CONCRETING.

d. COMPLY WITH ACI 306 FOR COLD WEATHER CONCRETING.

8. CONSTRUCTION PROCEDURE:

a. THE STRUCTURE SHALL BE ADEQUATELY BRACED AND SHORED DURING ERECTION AGAINST WIND AND ERECTION LOADS. STRUCTURAL MEMBERS ARE DESIGNED FOR "IN PLACE" LOADS.

b. COMPLY WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL LAWS, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND REGULATIONS ADOPTED PURSUANT THERETO.

c. THE CONTRACT STRUCTURAL DRAWNGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED, THEY DO NOT INDICATE THE MEANS OR METHOD OF CONSTRUCTION. PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN OR OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR THE BUILDING, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES AND GIN POLES, ETC.

d. ENGAGE PROPERLY QUALIFIED PERSONS TO DETERMINE WHERE AND HOW TEMPORARY PRECAUTIONARY MEASURES SHALL BE USED AND INSPECT SAME IN THE FIELD. OBSERVATION VISITS TO THE SITE BY ENGINEER'S FIELD REPRESENTATIVE SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

e. SUPERVISE AND DIRECT THE WORK SO AS TO MAINTAIN SOLE RESPONSIBILITY FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. AS A PART OF THIS RESPONSIBILITY, RETAIN THE SERVICES OF A LICENSED STRUCTURAL ENGINEER TO DESIGN AND SUPERVISE ANY SCAFFOLDING FOR WORKMEN, AND ALL SHORING OF FORMS AND ELEMENTS OF THE CONSTRUCTION.

9. MISCELLANEOUS:

a. PLACEMENT OF ANCHOR BOLT, PIPE SLEEVES, PADS AND OPENINGS FOR EQUIPMENT SHALL BE COORDINATED BETWEEN THE GENERAL CONTRACTOR AND THE OTHER SUBCONTRACTORS.

b. ALL CORE DRILLING SHALL BE DONE UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR. NO REINFORCING SHALL BE CUT. VERIFY LOCATION OF REINFORCING BEFORE CORE DRILLING. THERE SHALL NOT BE ANY CORE DRILLING THROUGH BEAMS OR COLUMNS. MAXIMUM CORE HOLE THROUGH SLABS SHALL BE PIPE DIAMETER PLUS 1".

10. COORDINATION WITH ARCHITECTURAL DRAWINGS:

a. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS. WHERE DISCREPANCIES OCCUR, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT PRIOR TO CONSTRUCTION.

11. SPECIAL INSPECTIONS:

SPECIAL INSPECTIONS SHALL BE PROVIDED IN ACCORDANCE WITH IBC CHAPTER 17. THE SPECIAL INSPECTOR SHALL BE EMPLOYED BY THE OWNER, SHALL BE THOROUGHLY KNOWLEDGEABLE OF IBC SPECIAL INSPECTION REQUIREMENTS AND SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL (IBC 1704). THE CONTRACTOR SHALL CONTACT THE SPECIAL INSPECTOR DURING APPROPRIATE PHASES OF CONSTRUCTION SO THAT INSPECTIONS CAN BE MADE IN A TIMELY MANNER. THE SPECIAL INSPECTOR SHALL SUBMIT WRITTEN INSPECTION REPORTS TO THE ENGINEER OF RECORD'S OFFICE, WITHIN 3 WORKING DAYS OF EACH INSPECTION. ANY PROBLEMS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR. THE FOLLOWING ITEMS WILL REQUIRE SPECIAL INSPECTION:

a. CONCRETE:

i. REINFORCEMENT: REINFORCING STEEL SHALL BE INSPECTED ON A PERIODIC BASIS. WELDING OF REINFORCEMENT SHALL BE CONTINUOUSLY INSPECTED. ONLY ASTM A706 REINFORCEMENT MAY BE WELDED.

ii. ANCHOR BOLTS: ANCHOR BOLTS PLACEMENT SHALL BE CONTINUOUSLY INSPECTED FOR THE FOLLOWING ANCHOR BOLTS: CAST-IN-PLACE ANCHORS

iii. SAMPLING AND TESTING: CONTINUOUS INSPECTIONS SHALL BE PROVIDED DURING SLUMP TESTS, AIR CONTENT TESTS AND WHEN DETERMINING THE TEMPERATURE OF FRESH CONCRETE AT THE TIME OF MAKING SPECIMENS FOR STRENGTH TESTS.

iv. CONCRETE PLACEMENT: CONTINUOUS INSPECTION REQUIRED.

v. COLD AND HOT WEATHER CONCRETING: PERIODIC INSPECTION OF COMPLIANCE IS REQUIRED, IF APPLICABLE.

12. TESTING REQUIREMENTS:

a. CONCRETE:

i. SAMPLE FOR STRENGTH TESTS OF EACH CLASS OF CONCRETE PLACED EACH DAY SHALL BE TAKEN NOT LESS THAN ONCE A DAY.

verizon

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DESIGN1


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HERZOG

ENGINEERING LLC

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Minneapolis, MN 55401  
(612) 844 - 1234

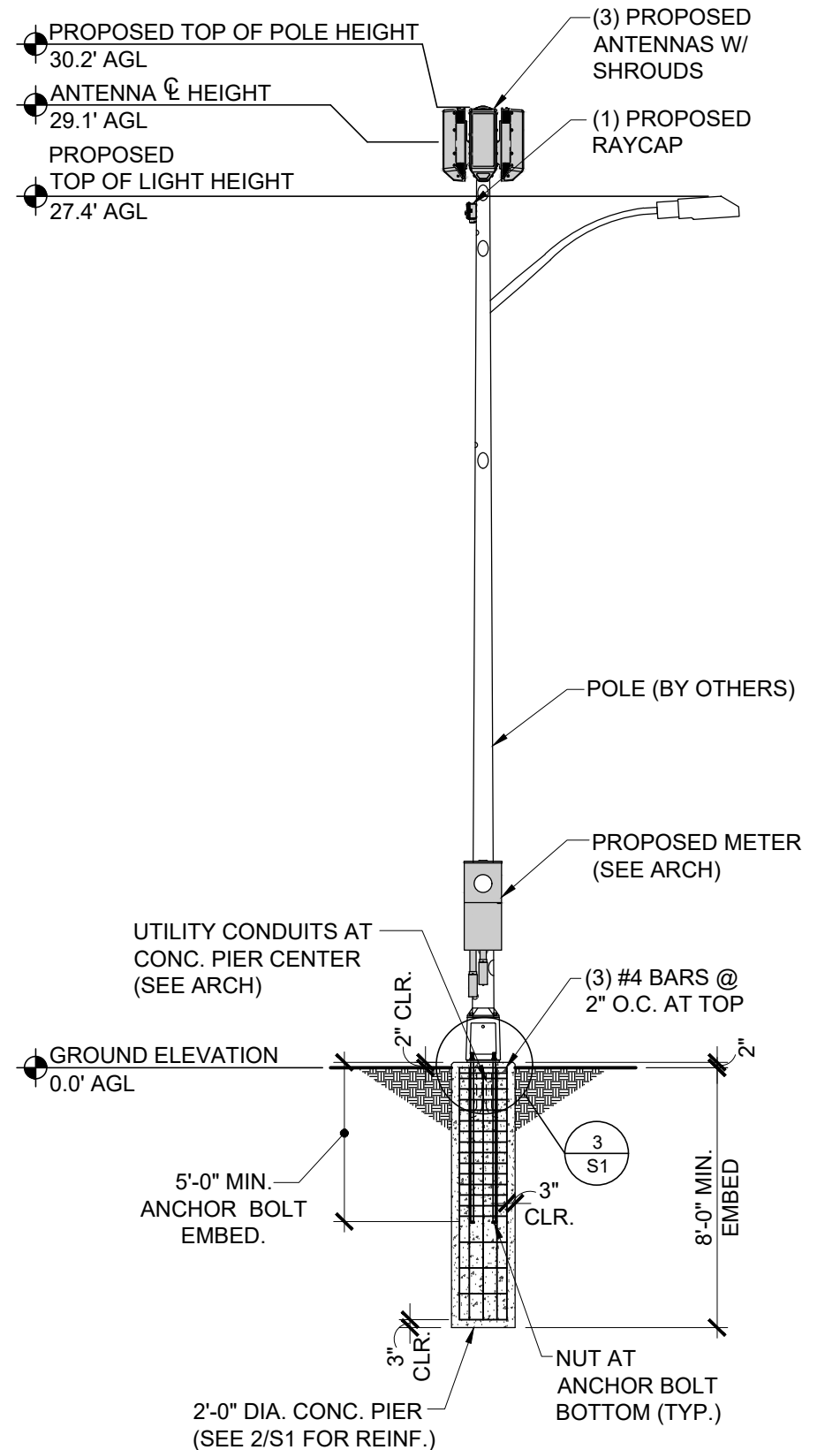
Registration Information :  
I hereby certify that this plan,  
specification or report was  
prepared by me or under my direct  
supervision and that I am  
a duly Licensed Engineer, under the  
laws of the State of MINNESOTA

Signature: 

Name: JOSHUA HERZOG

Date: 05/14/2021 Reg. No.: 42392

PROJECT NO:	20191933786	
LOCATION CODE:	534873	
CHECKED BY:	CS/JH	
STRUCTURAL #:	211250	
MN MIN RICH MARVEL SC 14 7332 NICOLLET AVE SOUTH RICHFIELD, MN 55423		
SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
MT	05/14/2021	REV. 0
STRUCTURAL ANALYSIS:		
DATE:	DESCRIPTION:	
RFDS:		
DATE:		
PLOT DATE	05/14/2021	
SET TYPE	REV. 0	
SHEET TITLE	GENERAL STRUCTURAL NOTES	
SHEET NUMBER	S0	

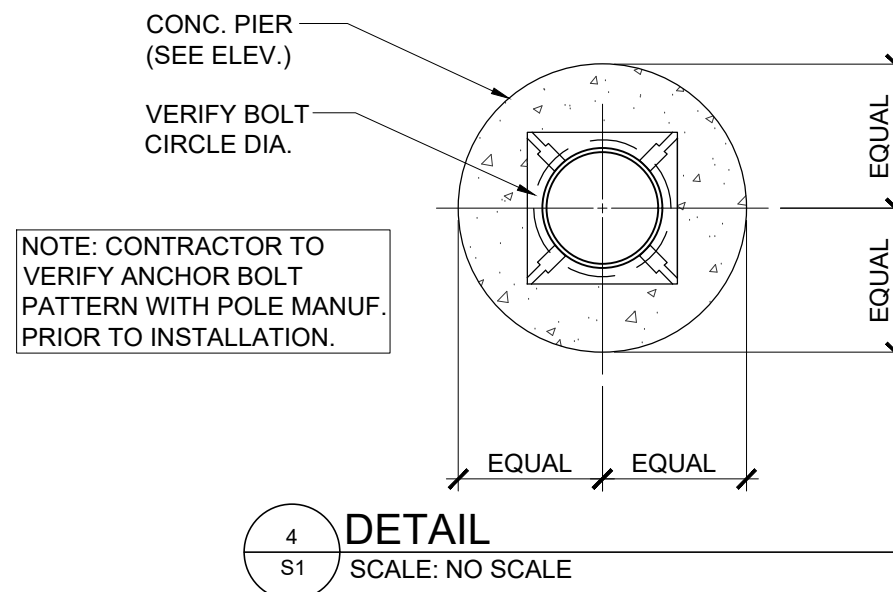
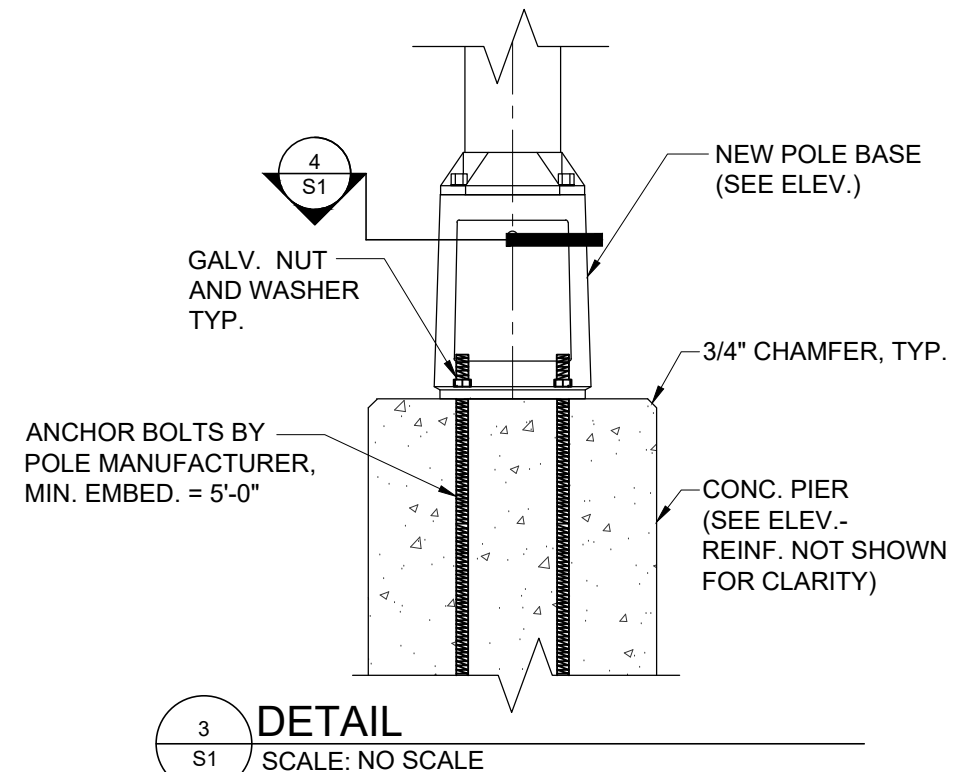
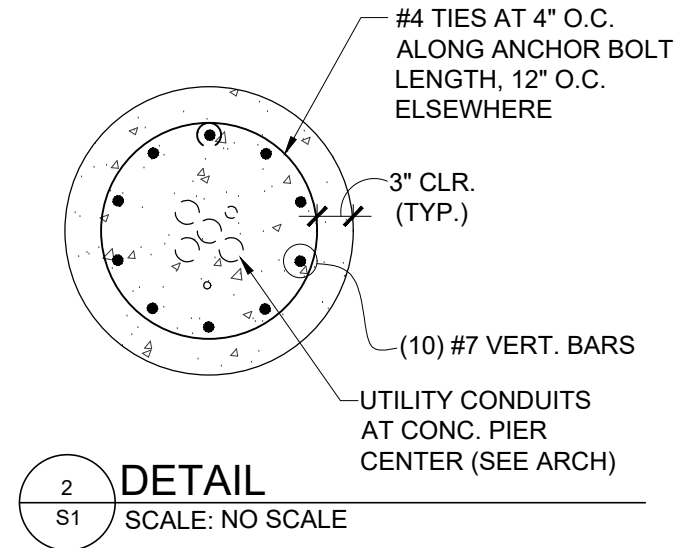


1  
S1

**POLE ELEVATION**  
3/16" = 1'-0"

SEE SHEET S0 FOR ASSUMED  
SOIL REQUIREMENTS

EQUIPMENT LOADING			
EQUIPMENT	MODEL	QTY.	ELEV. CL. (AGL)
ANTENNA W/ SHROUD	STREET MACRO 6701	3	29.1'
RAYCAP BOX	RSCAC-133-PS-240	1	26.9'
LIGHT	MAX. EPA = 2.0 SF	1	27.4' (TOP OF LIGHT)
METER	UNKNOWN MAX. EPA = 4.2 SF	1	5.5' MAX.



NOTE: CONTRACTOR TO  
VERIFY ANCHOR BOLT  
PATTERN WITH POLE MANUF.  
PRIOR TO INSTALLATION.

**verizon**

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952.946.4694 voice

**DESIGN** 1

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WWW.DESIGN1EP.COM



**HERZOG**  
ENGINEERING LLC

530 North 3rd Street, Suite 230  
Minneapolis, MN 55401  
(612) 844 - 1234

Registration Information :  
I hereby certify that this plan,  
specification or report was  
prepared by me or under my direct  
supervision and that I am  
a duly Licensed Engineer, under the  
laws of the State of MINNESOTA

Signature:   
Name: JOSHUA HERZOG  
Date: 05/14/2021 Reg. No.: 42392

PROJECT NO:	20191933786
LOCATION CODE:	534873
CHECKED BY:	CS/JH
STRUCTURAL #:	211250

**MN MIN RICH**  
**MARVEL SC 14**

7332 NICOLLET AVE SOUTH  
RICHFIELD, MN 55423

SUBMITTAL:		
INITIAL:	DATE:	DESCRIPTION:
MT	05/14/2021	REV. 0

**STRUCTURAL ANALYSIS:**

DATE:	DESCRIPTION:

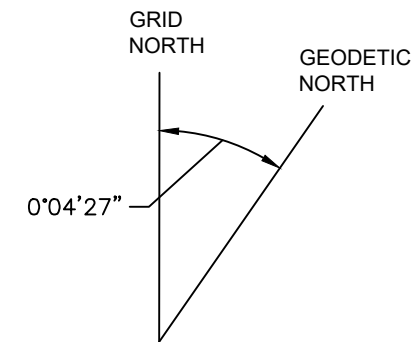
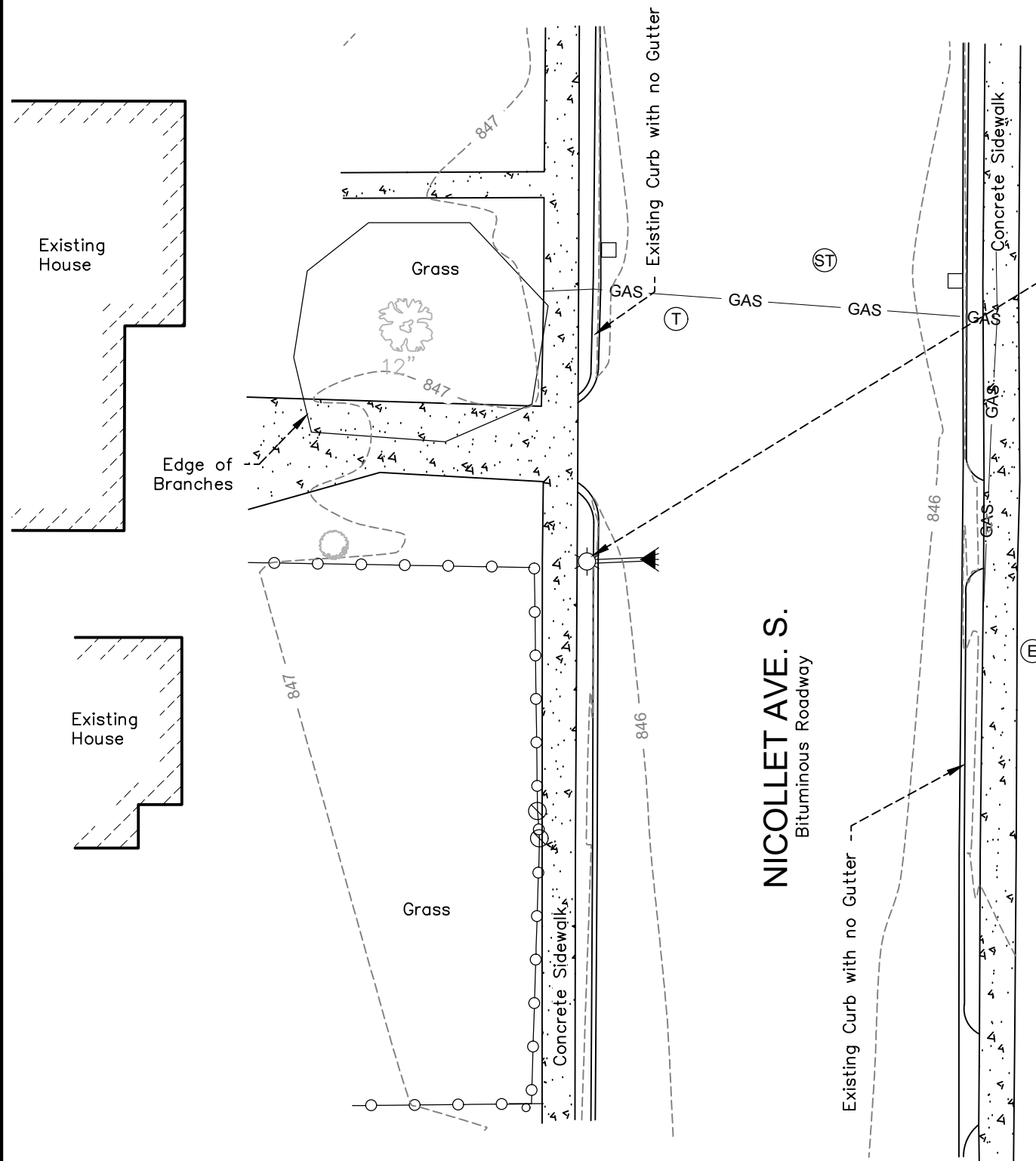
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DATE:	
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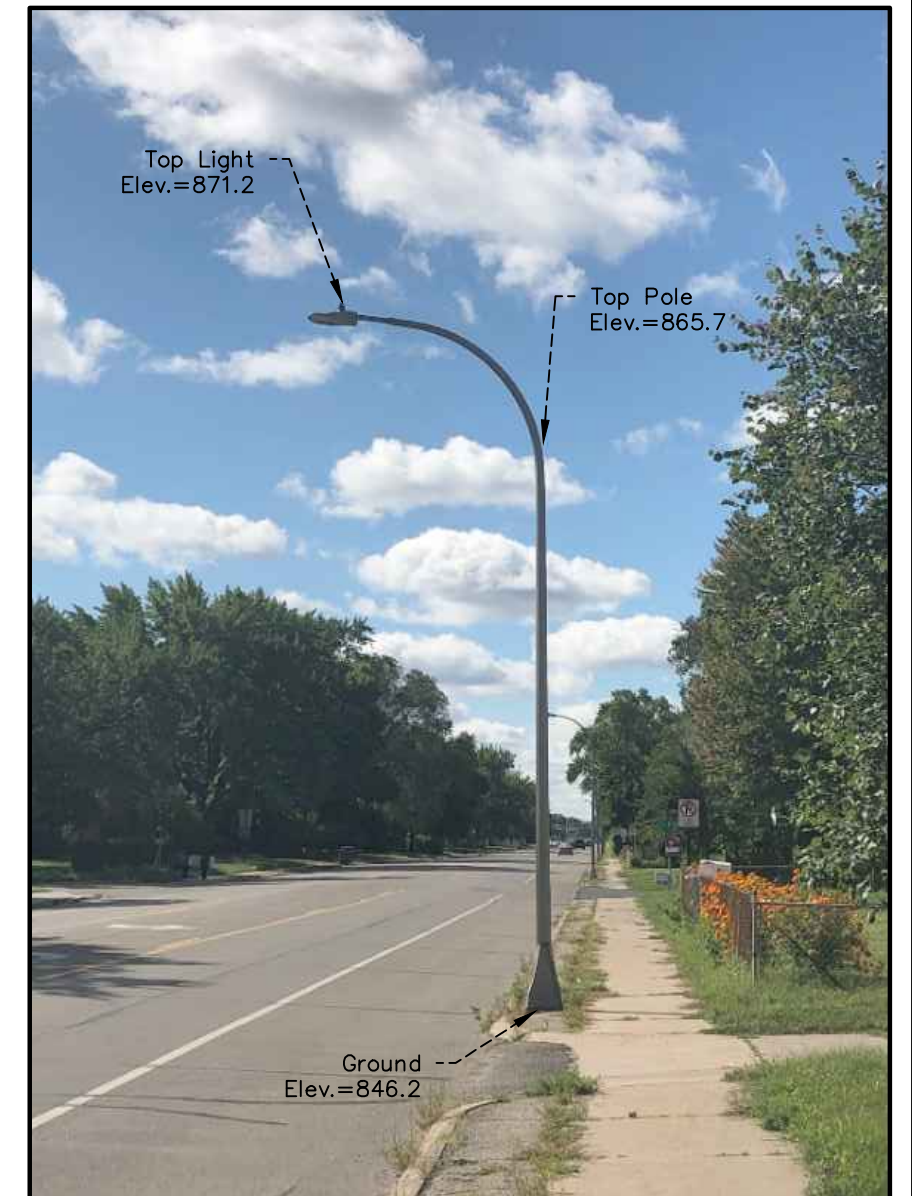
PLOT DATE	05/14/2021
SET TYPE	REV. 0
SHEET TITLE	POLE ELEVATION AND DETAILS
SHEET NUMBER	<b>S1</b>



# MN MIN RICH MARVEL SC14



Existing Metal Light Pole  
 Ground Elevation= 846.2 NAVD88  
 Top of Pole Elevation= 865.7 NAVD88  
 Top of Light Elevation=871.2 NAVD88  
 Latitude= N44° 52' 10.53" NAD83  
 Longitude= W93° 16' 41.97" NAD83

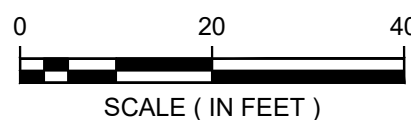
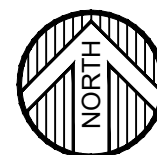


## LEGEND

	SIGN POST		CHAIN LINK FENCE
	TREE DECIDUOUS		UNDERGROUND GAS
	SHRUB		CONCRETE SURFACE
	GATE POST		BUILDING WALL HATCH
	ELEC LIGHT POLE		
	ELEC STREET LIGHT		
	ELEC MANHOLE		
	TELE MANHOLE		
	STORM MANHOLE		
	CATCH BASIN		

### SURVEYOR NOTES:

- Utilities are per observed evidence, provided maps and markings from GOPHER STATE ONE Locate Request Ticket No. 202410771, dated August 28, 2020.



DATE: 9/15/2020  
 SCALE: AS SHOWN  
 DRAWN BY: JMB  
 CHECKED BY: BTB  
 FILE NUMBER: 2020-10755

**DESIGN** 1

**WIDSETH**  
 ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

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**STAFF REPORT NO. 111**  
**CITY COUNCIL MEETING**  
**7/13/2021**

REPORT PREPARED BY: Rachel Lindholm

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
7/7/2021

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the Richfield Energy Action Plan.**

**EXECUTIVE SUMMARY:**

Over the past 8+ months, Partners in Energy facilitators have helped Richfield staff and Richfield's Energy Action Team create an Energy Action Plan. This plan has 3 focus areas that all contribute to Richfield's overall goal of reducing greenhouse gas emissions from electricity and natural gas by 15% (below a 2019 baseline) by 2032.

The three focus areas are: Reduce High Energy Burden for Residents; Energy Efficiency for Residents, Businesses, and Organizations; and Renewable Energy for Residents, Businesses, and Organizations. Each focus area has tangible goals relating to money saved, residents reached, and more.

**RECOMMENDED ACTION:**

**Approve the Energy Action Plan.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- City staff met with PiE and Xcel staff in May 2019 to discuss future partnership opportunities. Staff did not have the capacity at that time to start the program.
- Richfield applied to the Partners in Energy program in June of 2020 and was accepted in July.
- In October 2020, Richfield's Climate Action Plan was approved. There are two goals in it that relate to energy efforts, with multiple objectives and actions under each goal.
- Richfield staff met with PiE staff in August 2020 to start the process, including brainstorming team members. The Energy Action Team has 12 members from different areas of the city (city staff, residents, businesses, non-profits, schools, etc.)
- 5 team workshops were held between 10/2020 and 4/2021 to help decide on the plan's mission/vision, goals, strategies, groups to target, and more.
- The Sustainability Commission voted to recommend the approval of the drafted Energy Action Plan to the City Council at their 6/24/21 meeting.

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

Richfield's Climate Action Plan highlights many energy efficiency related actions, including "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."

C. **CRITICAL TIMING ISSUES:**

In order to get started on the 18 month long implementation plan, energy action plan approval is needed as soon as possible.

D. **FINANCIAL IMPACT:**

Most of the actions laid out in the plan will be accomplished using existing resources (either through PiE or City staff time). Some projects might need some financial contribution for things like printing educational materials, mailings, or other resources.

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

Not approve the Partners in Energy Action Plan at this time.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

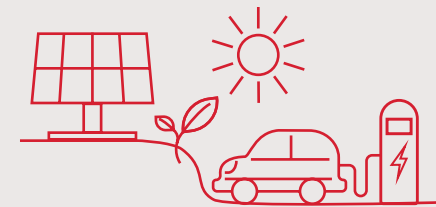
Description	Type
▣ PiE Executive Summary	Backup Material
▣ Richfield Climate Action Plan	Backup Material
▣ PiE Energy Action Plan	Backup Material

# Executive Summary

## Richfield Energy Action Plan

### A Community-led Plan

The City of Richfield invited community leaders, business owners, and residents to usher this plan creation as a part of an Energy Action Team. This team set the plan's ambition level, contents and grounded the plan in the needs of the Richfield community.

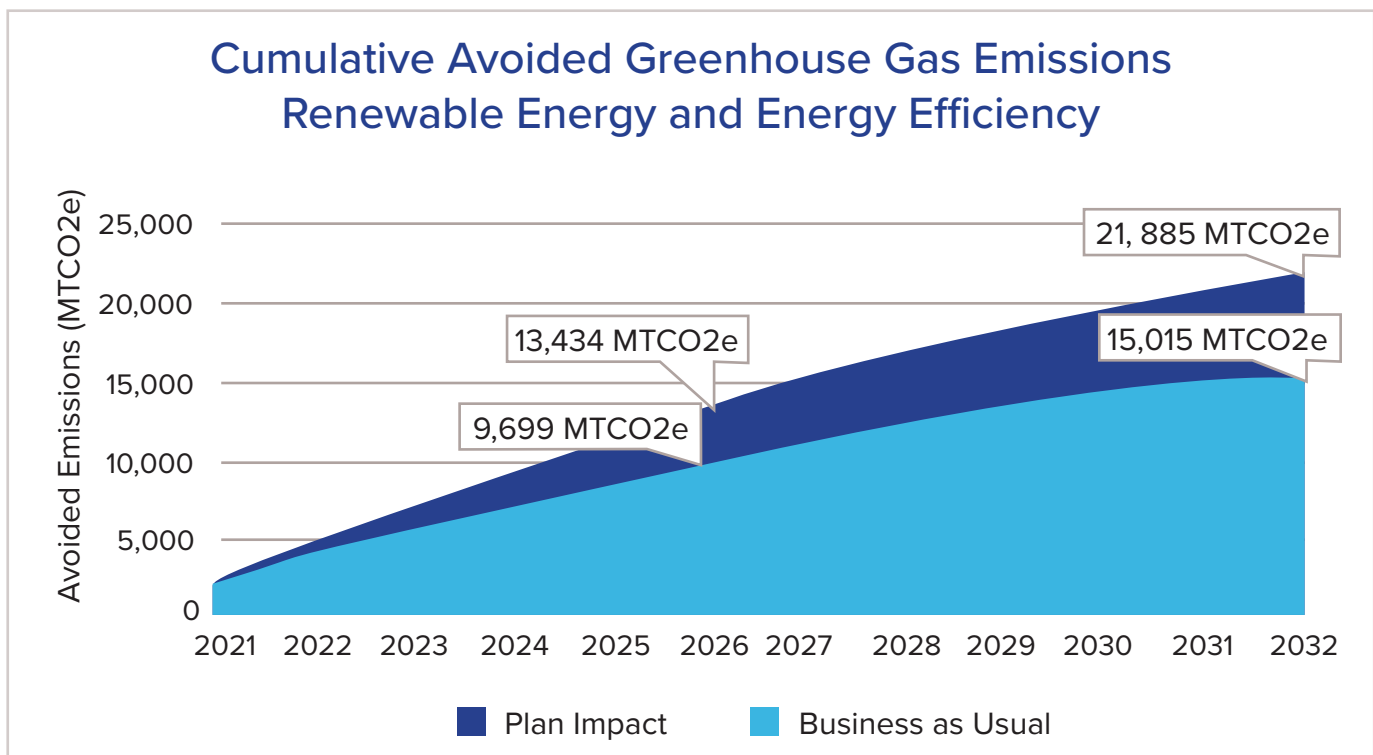


### Vision

"The City of Richfield is leading equitable action to mitigate climate change by reducing our greenhouse gas emissions. Our Energy Action Plan gives structure and measure to our goals for energy efficiency and clean energy. Our collaborative effort will serve our residents, businesses and organizations with access to opportunities to adopt sustainable energy practices."

### Community Goal

Richfield will reduce community-wide greenhouse gas emissions from electricity and natural gas by 15 percent (below a 2019 baseline) by 2032.





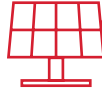
## Focus Areas



Reduce High Energy Burden for Residents



Energy Efficiency: Residents, Businesses and Organizations



Renewable Energy Residents, Businesses and Organizations

## Targets

**Reduce High Energy Burden**—Prioritize work that reduces residences experiencing energy burden and increases connections to resources by reaching **1,325 homeowners and renters by 2026**

**Renewable Energy**—Increase participation in renewable energy programs among residents, organizations, and businesses by 2026

**Energy Efficiency**—Save residents, organizations and businesses **\$2.5 million** through energy efficiency projects by 2026

## Plan Impact

The greenhouse gas avoidance of this plan is equivalent to the removal of emissions from about 4,800 passenger vehicles driven for a year. That impact, along with the energy cost savings of this plan, benefit our community members' health and wellbeing. We look forward to creating new relationships and partnerships as we implement this plan that strengthen our community in the process.



Municipal Electric Vehicle



Tree Planting at Donaldson Park with Tree Trust



Municipal Solar Panels





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!**

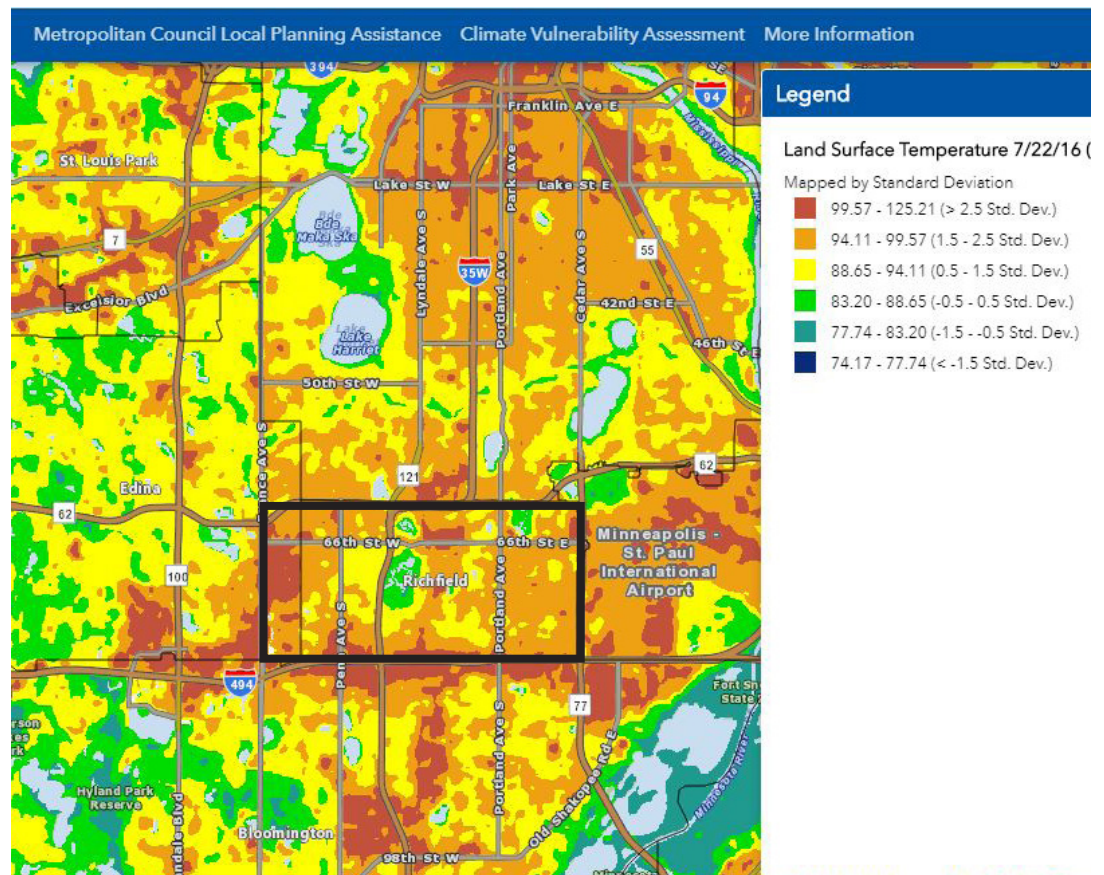
## Introduction

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

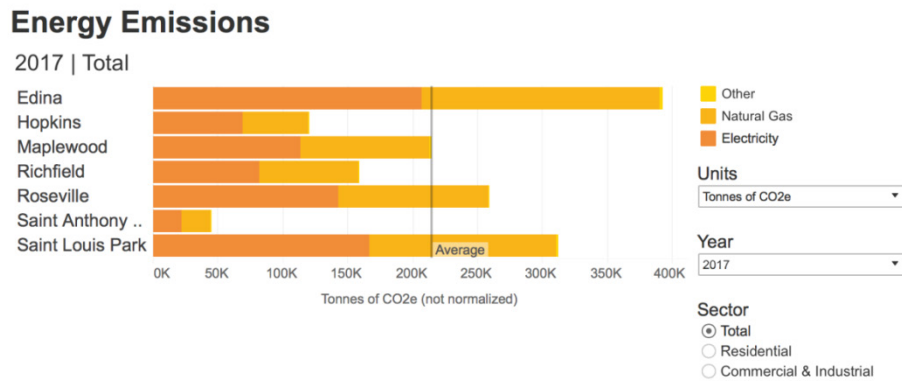
The City of Richfield has identified the following goals as overarching objectives that encompass numerous possible actions. Some of these efforts will strengthen resources found in Richfield, like greenspace and local food systems, while others focus on resources generated outside of Richfield, including 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

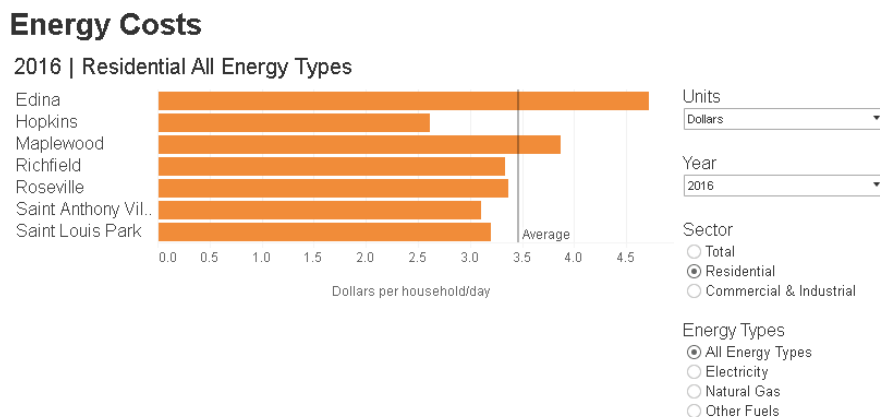
## Energy Initiatives

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*

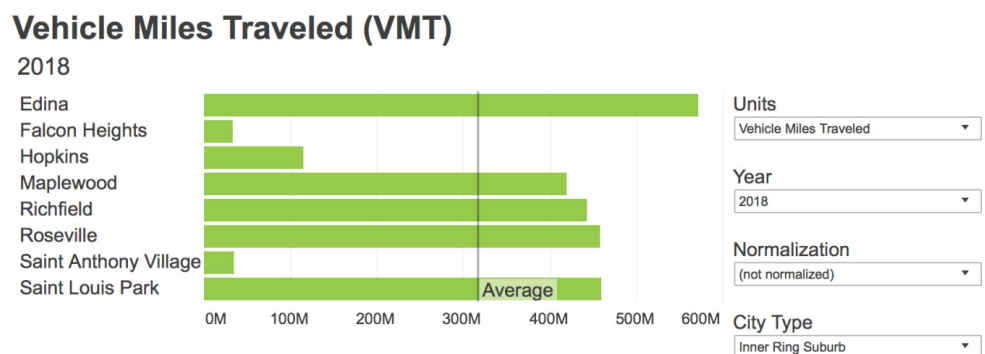
- 1.1** Community stakeholders will write and execute an Energy Action Plan through participating in Partners in Energy. Among other goals, include a focus on residential energy use and efficiency efforts with marginalized populations in the city.
- 1.2** Develop a City webpage that provides information 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.

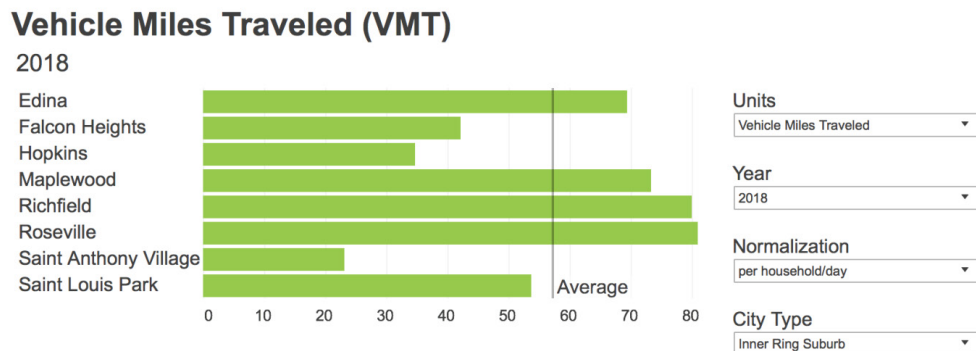
## Transportation Initiatives

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

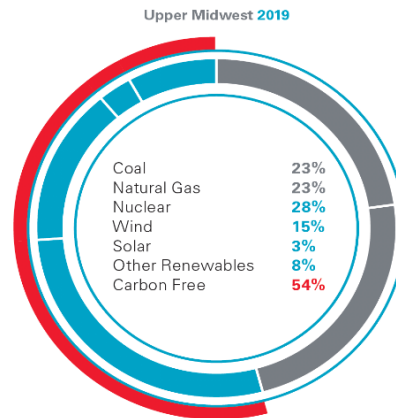
As detailed in the previous goal, energy efficiency and related emissions are a large component of the greenhouse gas emissions reduction challenge. Increasing the amount and production capacity of renewable energy infrastructure helps lower reliance on fossil fuels and reduce emissions from energy production.

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.



**Public Works Workers Kurt Siebert and Nick Kleve finish some natural landscaping and pollinator garden installation in Monroe Park.**

### *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*

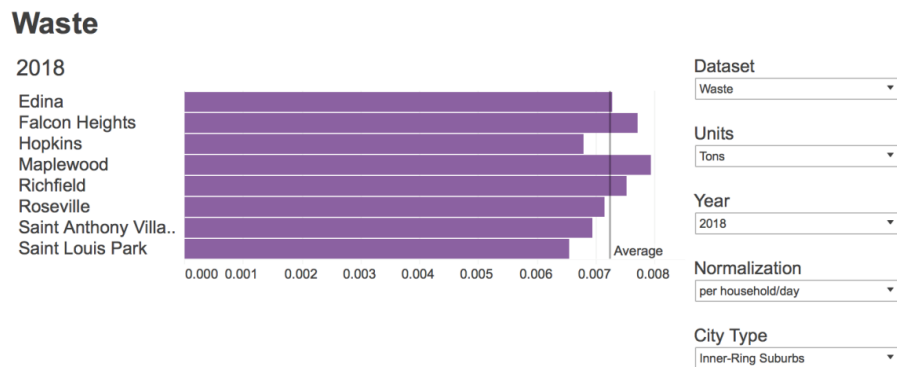
- 5.1** Ensure the City's shoreline management ordinance is consistent with state requirements.
- 5.2** Educate residents who want to help restore and revegetate shoreline.
- 5.3** Explore conducting an inventory of pond status and creating improvement plans.
- 5.4** Develop a salt reduction education 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.



**Natural landscaping can help prevent shoreline erosion. (Source: MPCA)**

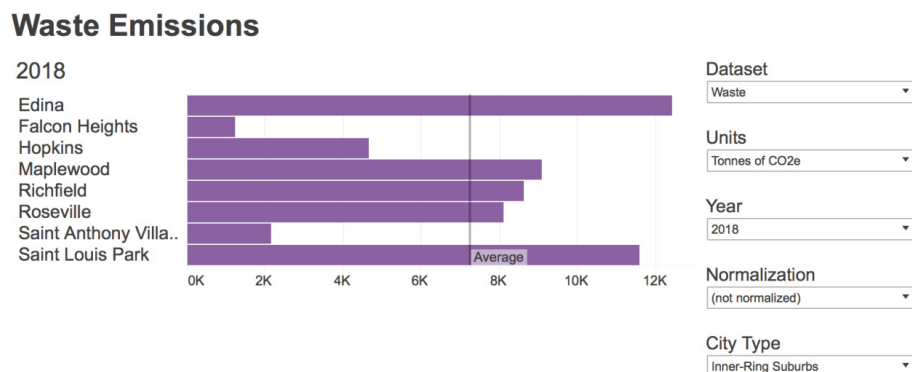
## Goal 5: Reduce Waste Generated

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.



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:

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
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

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
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

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
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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# An Energy Action Plan for Richfield

June 2021



**PARTNERS IN ENERGY**  
An Xcel Energy Community Collaboration

# ACKNOWLEDGEMENTS

Thank you to the following individuals who contributed many hours of service to developing this Energy Action Plan.

The content of this plan is derived from a series of planning workshops hosted by Xcel Energy's Partners in Energy. Xcel Energy is the main electric utility serving Richfield. Partners in Energy is a two-year collaboration to develop and implement a community's energy goals. For more information about the planning workshops, see *Appendix D*.

## Energy Action Team

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## Partners in Energy Team

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Yvonne Pfeifer	Community Energy Efficiency Manager, Xcel Energy



This Energy Action Plan was funded by and developed in collaboration with Xcel Energy's Partners in Energy.



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# Executive Summary

## Richfield Energy Action Plan

### A Community-led Plan

The City of Richfield invited community leaders, business owners, and residents to usher this plan creation as a part of an Energy Action Team. This team set the plan's ambition level, contents and grounded the plan in the needs of the Richfield community.

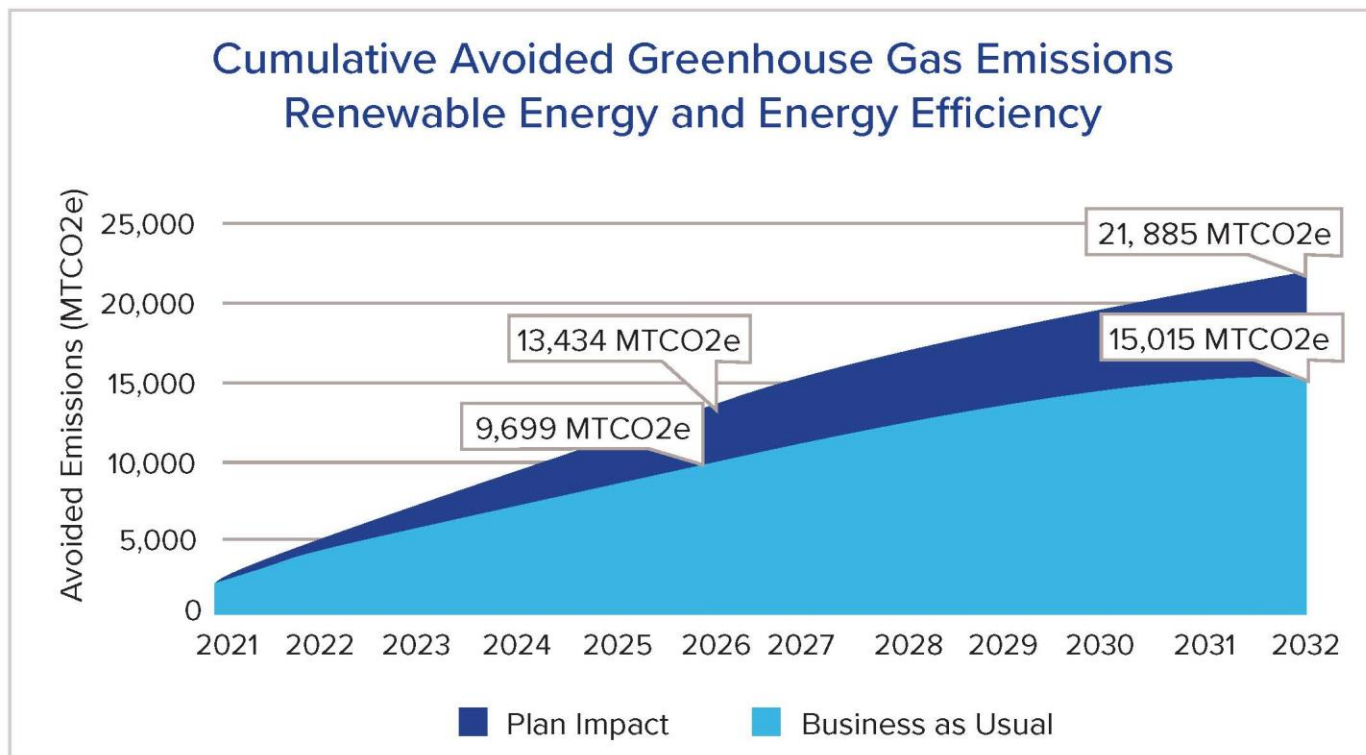


### Vision

"The City of Richfield is leading equitable action to mitigate climate change by reducing our greenhouse gas emissions. Our Energy Action Plan gives structure and measure to our goals for energy efficiency and clean energy. Our collaborative effort will serve our residents, businesses and organizations with access to opportunities to adopt sustainable energy practices."

### Community Goal

Richfield will reduce community-wide greenhouse gas emissions from electricity and natural gas by 15 percent (below a 2019 baseline) by 2032.





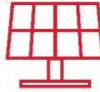
## Focus Areas



Reduce High Energy Burden for Residents



Energy Efficiency: Residents, Businesses and Organizations



Renewable Energy Residents, Businesses and Organizations

## Targets

**Reduce High Energy Burden**—Prioritize work that reduces residences experiencing energy burden and increases connections to resources by reaching **1,325 homeowners and renters by 2026**

**Renewable Energy**—Increase participation in renewable energy programs among residents, organizations, and businesses by 2026

**Energy Efficiency**—Save residents, organizations and businesses **\$2.5 million** through energy efficiency projects by 2026

## Plan Impact

The greenhouse gas avoidance of this plan is equivalent to the removal of emissions from about 4,800 passenger vehicles driven for a year. That impact along with the energy cost savings of this plan, benefit our community members' health and wellbeing. We look forward to creating new relationships and partnerships as we implement this plan that strengthen our community in the process.



Municipal Electric Vehicle



Tree Planting at Donaldson Park with Tree Trust



Municipal Solar Panels

# INTRODUCTION



Richfield is a unique community, rich in diversity and residents who care for each other and the progress of the community. Richfield has strived to reduce our city's greenhouse gasses to have a positive impact on climate change. As part of those efforts, Richfield approved a Climate Action Plan in 2020 that laid out six goals, including developing and promoting energy efficiency and renewable energy actions. As a next step to that work, this Energy Action Plan assigns strategies, measurements, and action steps to those goals. In addition to these plans, the City created a sustainability commission and committed to other sustainability and resiliency practices, such as waste reduction and natural resource management. The City of Richfield is committed to doing this work alongside our residents to ensure community-led actions and outcomes.

## Who are we talking about?

**We, Our, and the City** refer to the city of Richfield

**Community** refers to the broader Richfield Community

**Energy Action Team** is the group of individuals who's input created our Energy Action Plan

**Energy Action Plan** refers to this document created for the City of Richfield



## **Our Engagement & Outreach Process**

The creation of this Energy Action Plan was a six-month process to help support our community, characterize our energy use, identify our energy-related goals, and develop engaging strategies to guide change toward our energy future. Starting in November 2021, the Energy Action Plan was driven by a series of planning workshops with a planning team committed to representing local energy priorities in collaboration with City of Richfield and Xcel Energy's Partners in Energy. By the numbers, we engaged the City of Richfield, the Energy Action Team, and broader community with four surveys, five workshops, 15 participants, a community-wide energy survey, and many more interactions with other stakeholders. See *Appendix D* for more information about the planning process and Xcel Energy's Partners in Energy.

## **Why We Want an Energy Action Plan**

Richfield's interest in working with Partners in Energy was rooted in a strong commitment and recent push to elevate sustainability efforts citywide. Our elected officials, residents, municipal staff, and business leaders are eager to undertake new environmental initiatives, including energy efficiency practices. Partners in Energy was identified as a collaboration that would help jump-start Richfield's larger-scale sustainability efforts by focusing on the roles that energy consumption, reduction, and efficiency play in our lives and activities in Richfield. The Energy Action Plan process helps develop energy efficiency and renewable energy education and actions for everyone who lives, works, or learns in Richfield, and coordinates efforts between residents, businesses, community organizations, municipal staff, and utilities.

# WHERE WE ARE NOW



An integral part of the Partners in Energy planning process is reviewing community demographics and historic energy data to inform our understanding of the community and its energy baseline.

See *Appendix B* for a comprehensive picture of Richfield's baseline energy data.

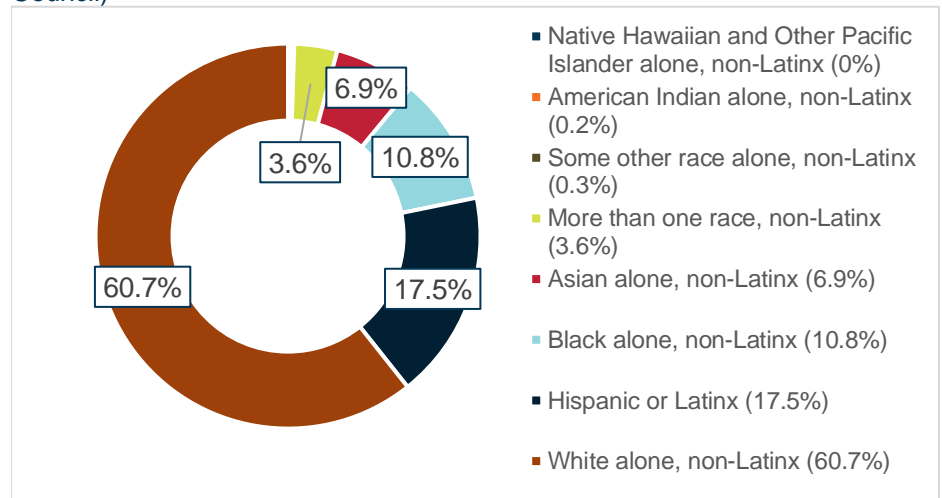
## Community Demographics

Data from the U.S. Census Bureau and the Metropolitan Council informed the team about Richfield's community makeup, helping us to better understand the characteristics of our population and residences.

### Population

According to the Metropolitan Council Community Profile, Richfield's population stands at 36,993 people, living in 15,352 households. The median age in Richfield is 35.7 years, slightly younger than Minnesota's 38.0 median age.<sup>1</sup>

Figure 1: Richfield Population by Race and Ethnicity (Source: Metropolitan Council)



<sup>1</sup> [2019 American Community Survey One-Year Estimates](#)

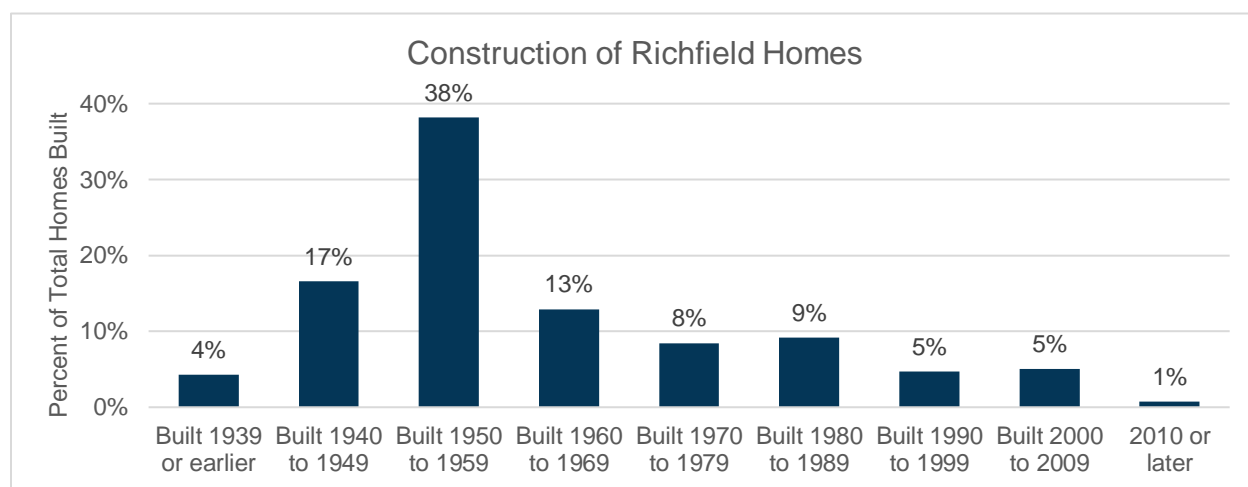
Richfield is a diverse city. The population has grown much more diverse over the past 30 years. In 1990, Richfield's population was 93% white, with Hispanic residents accounting for 1% and Black residents 2%. The most recent data available, shown in *Figure 1* above, indicates that Richfield is much more diverse today.

### Housing Stock

Richfield's housing history is like many first-ring suburbs in the Twin Cities. With its land available for development and attractive proximity to employment centers in both Minneapolis and Saint Paul, Richfield boomed in the 1940s and 1950s.

The composition of Richfield's housing stock indicates that the majority of homes, having been built before today's more rigorous energy efficiency codes, are likely to see substantial benefits in terms of increased efficiency and comfort from programs like home energy audits. Most of Richfield's housing stock consists of single-family building

Figure 2: Richfield's Home Construction (Source: Met Council)



and multi-family buildings with five or more units.

Figure 3: U.S. Census Bureau Decennial Census and Metropolitan Council Housing Stock Estimates

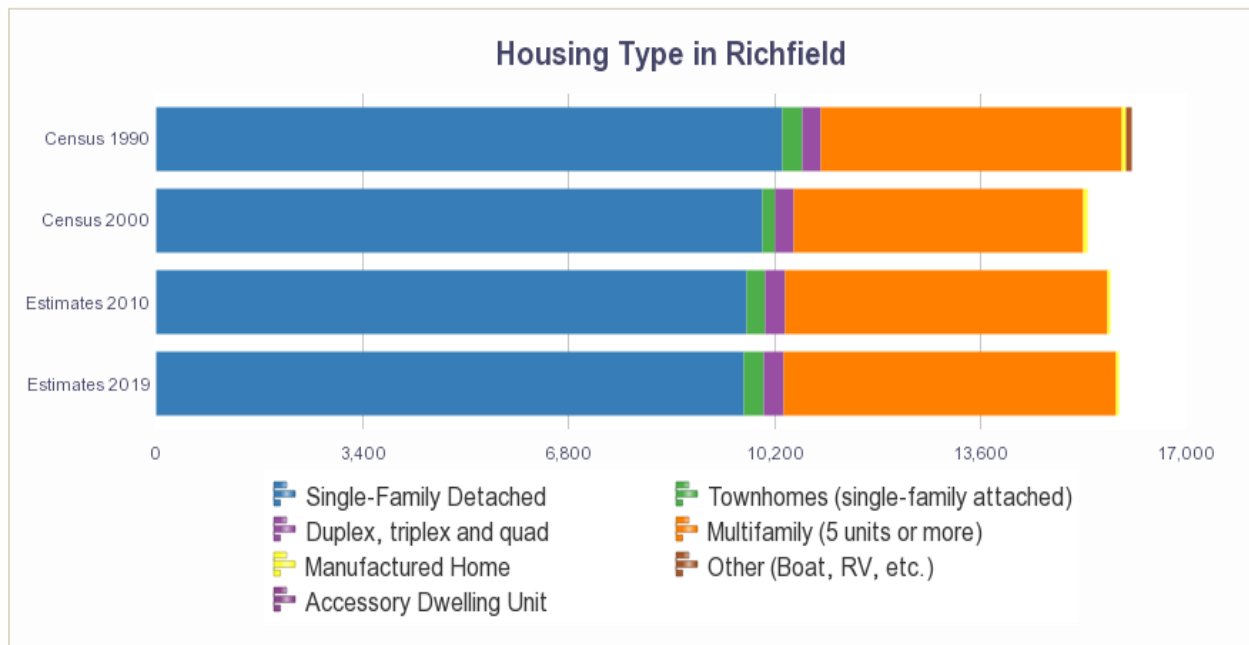
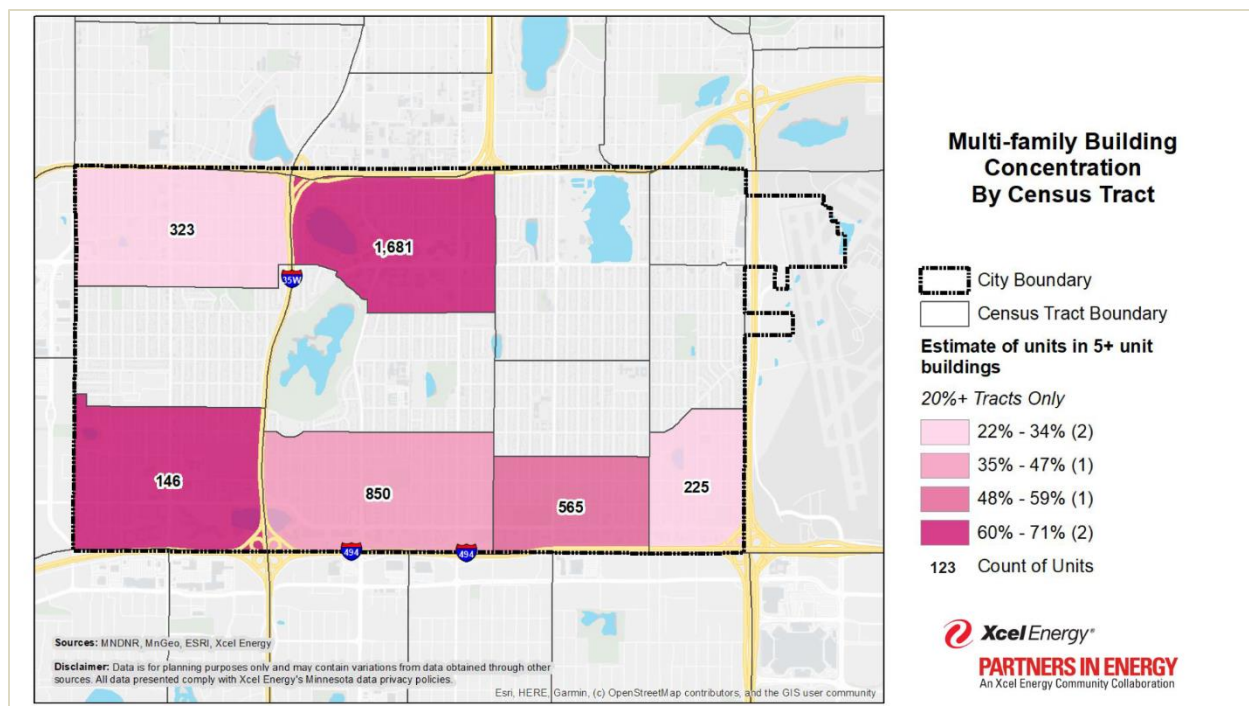


Figure 4: Richfield Boundary Map with Multi-Family Building Concentration (Sources: MN DNR, MnGeo, Esri, Xcel Energy)



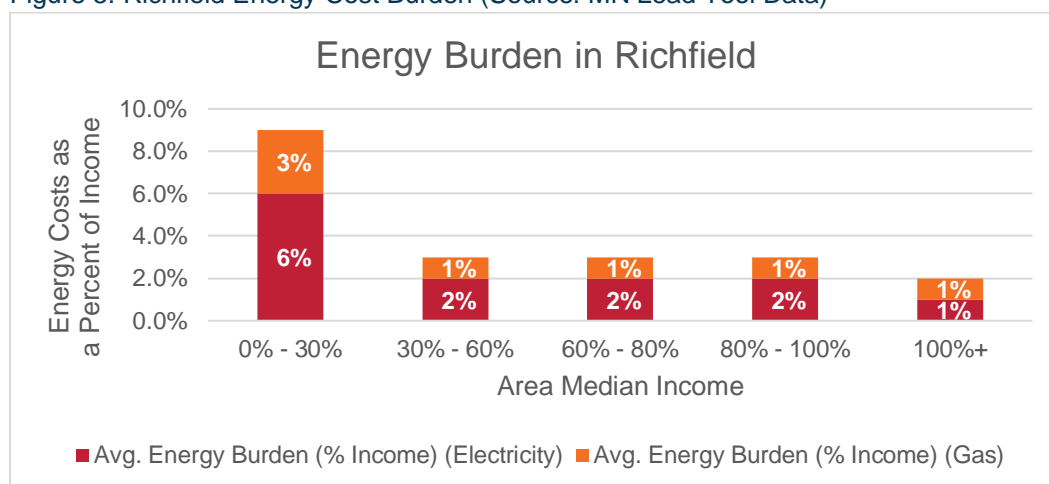
## Income and Energy Burden

Richfield is a solidly middle-class city. According to the Metropolitan Council, median household income is \$63,400, lower than the metropolitan area median income (\$76,900).

One measure that indicates the role that energy expenses play in a household's quality of life is called "energy burden." Energy burden is the percentage of household income spent on home energy bills. A "high energy burden" means more than 6% of income is spent on home energy bills. A "severe energy burden" means more than 10% of income is spent on home energy bills.<sup>2</sup>

In Richfield, average energy burden is 2%, but the numbers vary substantially based on a household's income.<sup>3</sup> The energy burden data for Richfield indicates that for those whose income is 0% to 30% of the area's median income, energy cost burden is 9% of their income.

Figure 5: Richfield Energy Cost Burden (Source: MN Lead Tool Data)

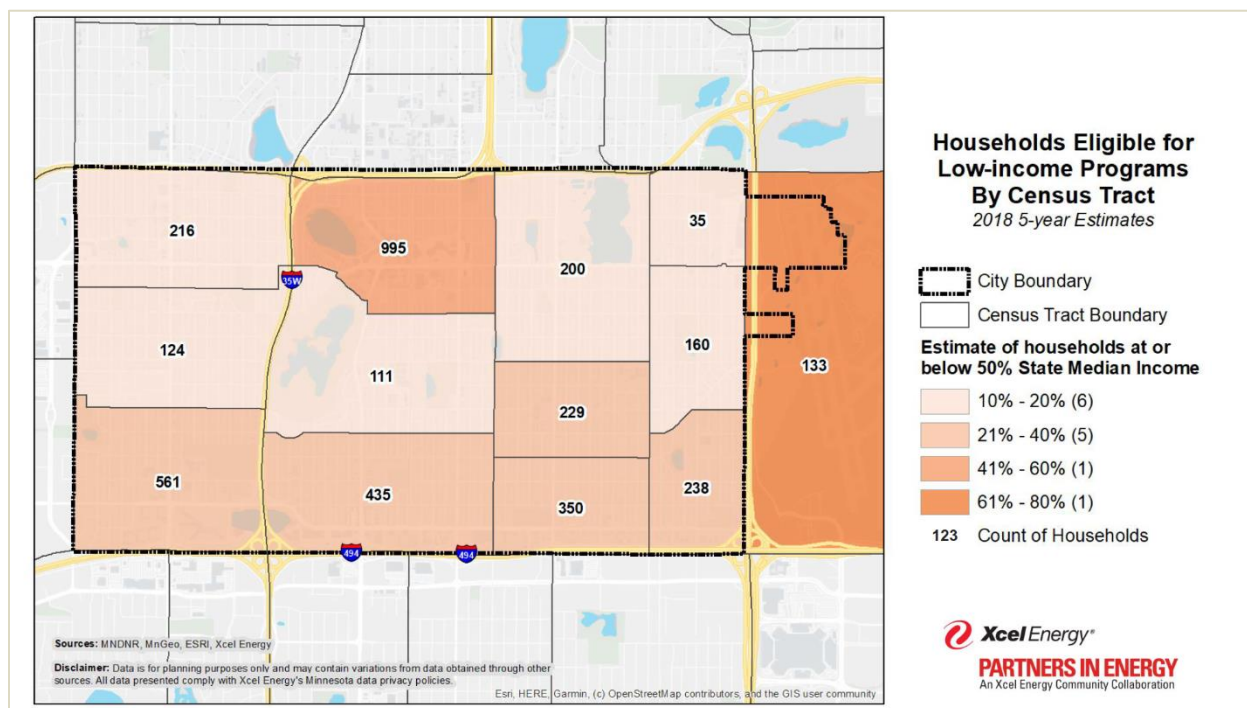


<sup>2</sup> ACEEE definition of "Energy Burden"

<sup>3</sup> Office of Energy Efficiency and Renewable Energy Lead Tool:  
<https://www.energy.gov/eere/slsc/maps/lead-tool>.



Figure 6: Richfield's Income-Eligible Household Concentration Map



## Energy Baseline

Xcel Energy and CenterPoint Energy provided data on energy use, participation counts, and utility energy conservation program savings for the City of Richfield, as detailed in the following sections. Electricity data from Xcel Energy and natural gas data from CenterPoint Energy was used to create a three-year baseline from 2017–2019.

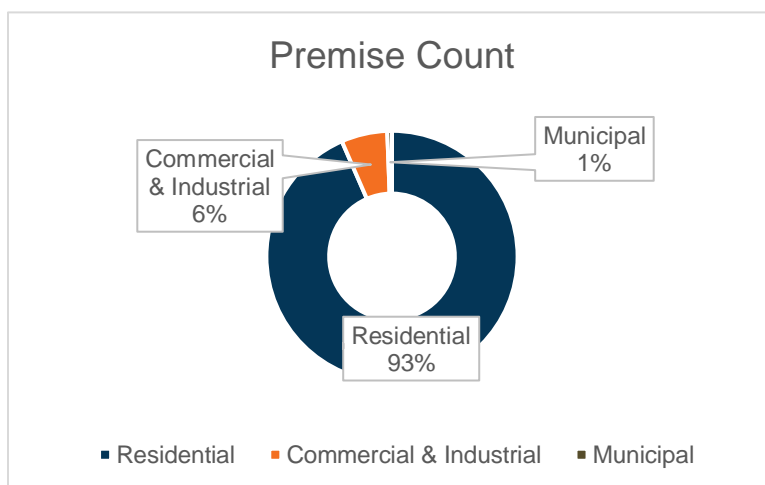
### Energy Users

There are 16,829 premises in Richfield, a unique combination of service address and meter.<sup>4</sup> For residential customers, this is the equivalent of an individual house or dwelling unit in a multi-tenant building. For business customers, it is an individual business, or for a larger business, a separately metered portion of the business's load at that address.

The majority of Richfield premises are residential (15,716), followed by commercial and industrial (1,012) and municipal (101), as shown in *Figure 7*, below.

<sup>4</sup> See Appendix E for a complete glossary of energy terms.

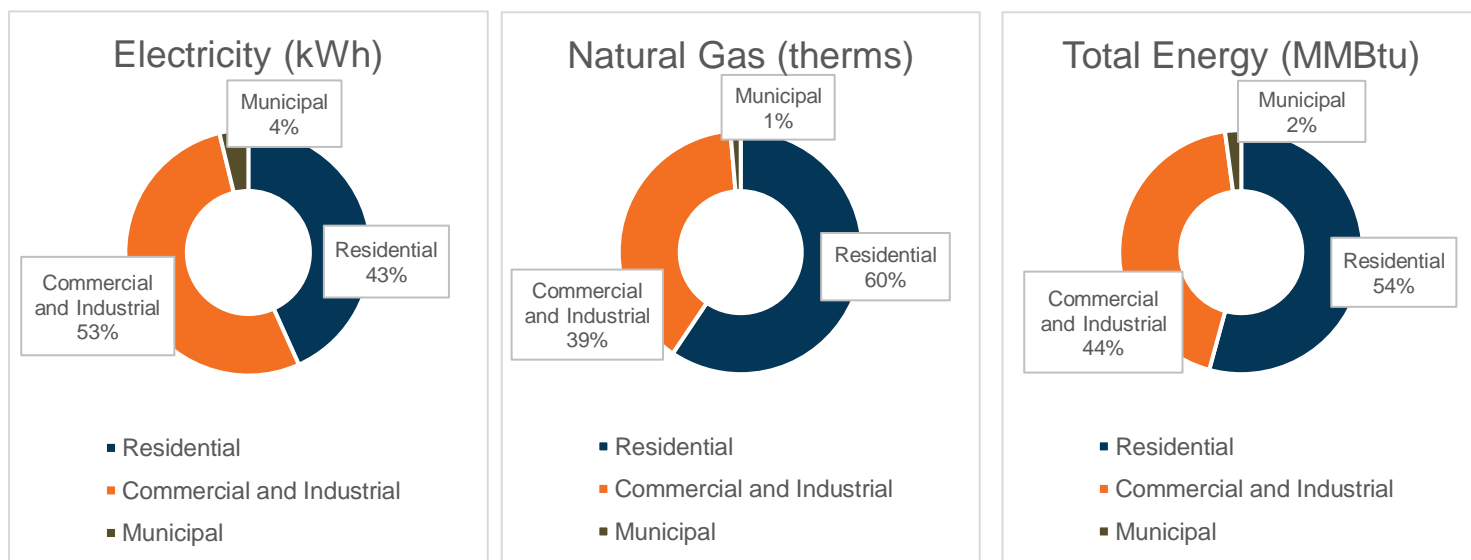
Figure 7: Richfield 2019 Premise Count



### Energy Use and Costs

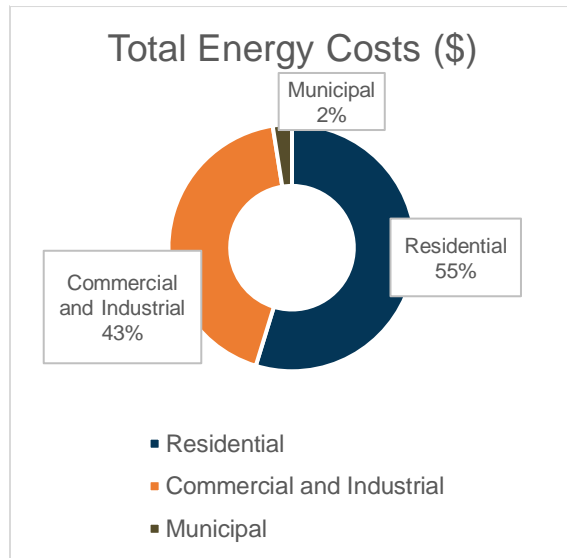
In 2019, Richfield residents and businesses consumed 206.4 million kWh of electricity and 16.3 million therms of natural gas, spending \$35.3 million on energy in all sectors. Commercial and industrial premises, which represent 6% of total premises, consumed 53% of electricity and 40% of natural gas in 2019. Comparatively, residences make up 93% of all premises and consumed 44% of electricity and 59% of natural gas in 2019. Municipal premises, which were measured separately from the other premises, represent 1% of all premises and consumed 4% of electricity and 1% of natural gas in 2019.

Figure 8: 2019 Energy Consumption (Source: Xcel Energy and CenterPoint Energy)



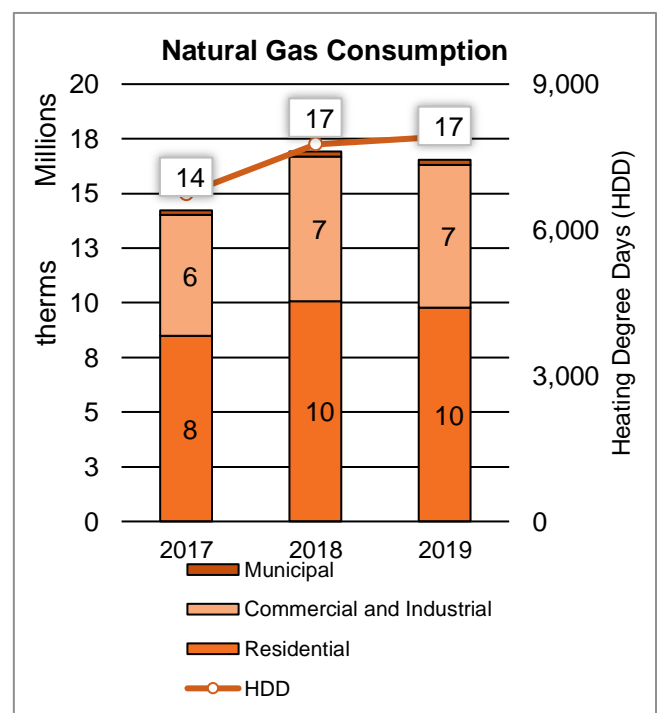
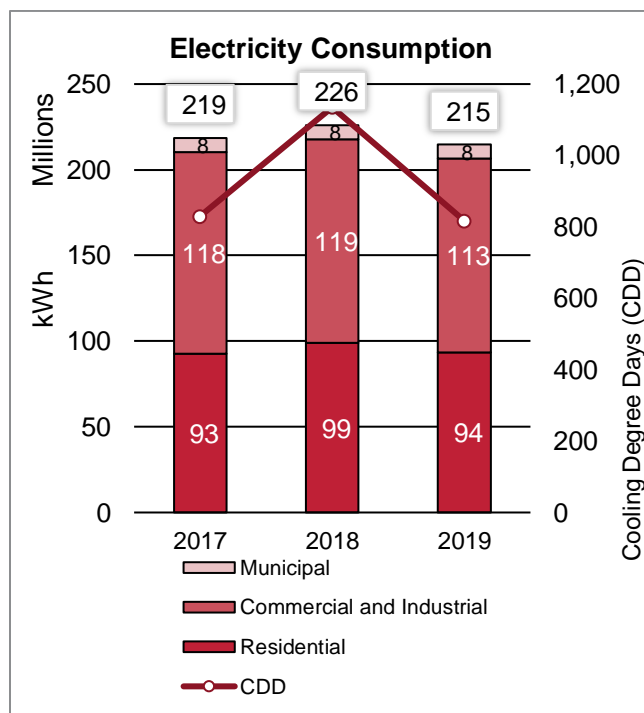
The average Richfield residential customer spends \$1,200 per year on energy. Commercial and industrial premise spending varies with the size of the business (e.g., a retail store versus a large industrial facility) but averages \$15,300 per year on energy costs per premise.

Figure 9: Total average energy cost by sector



Sector	Electricity Costs	Natural Gas Costs	Costs per premise
Municipal	\$785,532	\$140,560	\$9,200
Commercial & Industrial	\$11.8 million	\$4.0 million	\$15,611
Residential	\$12.1 million	\$8.1 million	\$1,287

Figure 11: 2017–2019 Electricity and Natural Gas Consumption by Sector (Source: Xcel Energy and CenterPoint Energy)

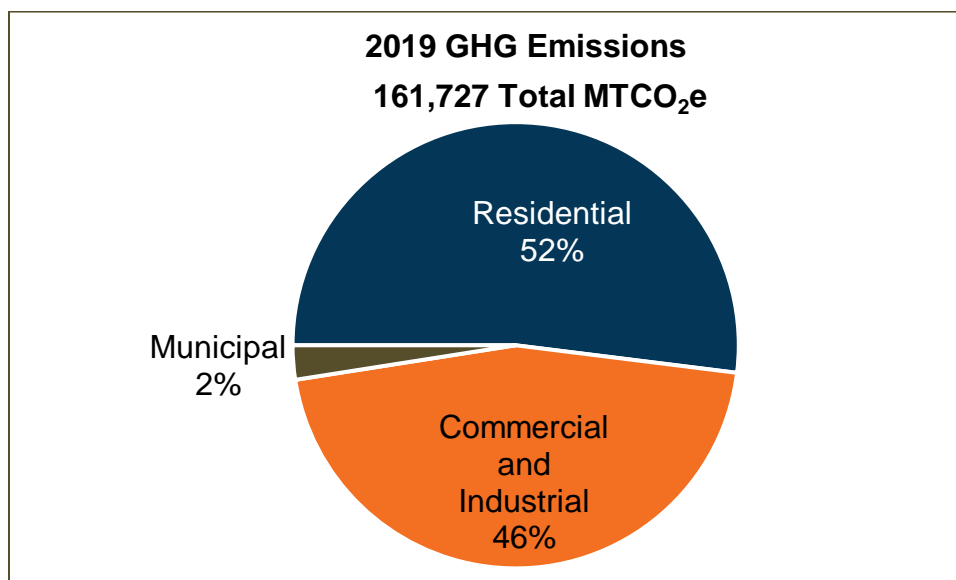


Breaking out consumption by fuel source over the baseline shows how energy use has changed over the past three years. Total electricity consumption decreased 2% between 2017 and 2019, and natural gas consumption increased 16% for the same time period. The increase in natural gas consumption aligns with an increase in heating degree days.

### Greenhouse Gas Emissions

In 2019, Richfield's energy use resulted in 161,700 MTCO<sub>2</sub>e of energy-related greenhouse gas emissions. This is equivalent to the greenhouse gas emissions from 35,172 passenger vehicles driven for one year.<sup>5</sup> Residential premises account for the largest percentage of emissions, representing 52% of total energy-related greenhouse gas emissions in 2019.

Figure 12: Green House Gas Emissions by Sector (Source: Xcel Energy and CenterPoint Energy)



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<sup>5</sup> U.S. Environmental Protection Agency Greenhouse Gas Equivalencies Calculator.  
<https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

## Renewable Energy

Local renewable energy use is a result of both customer subscription programs and on-site installations. In 2019, 904 residential premises and one commercial and industrial premise subscribed to a renewable energy subscription program through the utility. These programs are a way to access renewable energy direct from the utility at 100kWh intervals to provide some or all a premises' electricity. Participation in Xcel Energy's Solar\*Rewards® on-site solar incentive program, allows homes and businesses to install solar panels onsite and sell the energy back to the utility for any excess produced beyond the premises' use. This program had 12 business participants and 24 residential participants in 2019, whereas Solar\*Rewards Community®, a third-party subscription solar garden program gained 211 residential premises participating, and 2 commercial and industrial premises. This program allows you to subscribe to a community solar garden near you to get your electricity.

Table 1: Richfield Renewable Energy Participation 2019 (Source: Xcel Energy)

Total Renewable Energy Subscriptions	Residential	Commercial & Industrial
Subscriber Count	904	1
Total Annual Electricity Subscribed (kWh)	2,742,098	1,200

Other Renewable Energy Program Participation	Residential	Commercial & Industrial
Solar*Rewards Community®	24	12
Solar*Rewards®	211	2
Total Annual Electricity (kWh)	1,200,227	855,771

## Energy Efficiency Program Participation & Savings

Xcel Energy and CenterPoint Energy offer programs to Richfield residents and businesses to increase energy efficiency at their homes or buildings. Rebates for new equipment, audit programs, and discounted and no-cost energy measures are available in addition to load management programs. From 2017 to 2019, more than 3,600 Richfield residents and businesses participated in energy efficiency programs, resulting in savings of over 11 million kWh of electricity.

Richfield residents and businesses strongly favored just a few of Xcel Energy's efficiency programs. Nearly all savings during the baseline period were attributable to five residential and five commercial/industrial programs.



Table 2: Xcel Energy Efficiency Program Contributions to Energy Savings

	3-Year Baseline	
Residential DSM Program	Average Annual Participation	Average Annual Electricity Savings (kWh)
Residential Heating	188	126,057
Residential Cooling	255	67,904
Refrigerator Recycling	70	59,003
Home Energy Squad	58	55,025
Home Energy Savings Program	24	16,473
<b>Percent of Total</b>	<b>54%</b>	<b>96%</b>

	3-Year Baseline	
Commercial DSM Program	Average Annual Participation	Average Annual Electricity Savings (kWh)
Lighting Efficiency	45	2,396,424
Small Business Lighting	31	731,920
Data Center Efficiency	0	109,009
Motor Efficiency	2	46,564
Cooling	6	45,398
<b>Percent of Total</b>	<b>79%</b>	<b>98%</b>

Table 3: CenterPoint Energy Efficiency Program Contributions to Energy Savings

	3-Year Baseline	
Residential Program	Average Annual Participation	Average Annual Gas Savings (Therms)
Natural Gas Efficiency Rebates	701	54,423
Air Sealing & Insulation Projects	33	6,497
DIY Home Efficiency Kits	226	5,193
Home Energy Squad (Audit & Direct Install)	64	2,323
New Home Natural Gas Efficiency Projects	10	1,365
<b>Percent of Total</b>	<b>35%</b>	<b>68%</b>

	3-Year Baseline	
Commercial/Industrial/Multi-Family Program	Average Annual Participation	Average Annual Gas Savings (Therms)
Natural Gas Efficiency Rebates	74	42,163
<b>Percent of Total</b>	<b>100%</b>	<b>100%</b>

# WHERE WE ARE GOING



## Energy Vision Statement

During the planning process, the Energy Action Team created a vision statement for this Energy Action Plan.

This statement helped guide the planning process and reflects the intention of the community.

**The City of Richfield is leading equitable action to mitigate climate change by reducing our greenhouse gas emissions. Our Energy Action Plan gives structure and measure to our goals for energy efficiency and clean energy. Our collaborative effort will serve our residents, businesses, and organizations with access to opportunities to adopt sustainable energy practices.**

## Focus Areas

To achieve a community-wide commitment to energy stewardship, the Energy Action Team identified the following focus areas to prioritize strategies and resources.



## Reduce High Energy Burden



## Energy Efficiency: Residents, Businesses, and Organizations



## Renewable Energy: Residents, Businesses, and Organizations

These focus areas were chosen to provide a holistic approach to energy stewardship after careful thought about Richfield's demographics, buildings, and businesses, as well as residents' hopes for an energy future.

### Goals

Working together, the Energy Action Team set near- and long-term goals for each focus area to measure success:

**Reduce High Energy Burden** — Prioritize work that reduces the number of residences experiencing energy burden and increases connections to resources by reaching 1,325 homeowners and renters by 2026.

**Energy Efficiency** — Save residents, organizations, and businesses \$2.5 million through energy efficiency projects by 2026.

**Renewable Energy** — Increase participation in renewable energy programs among residents, organizations, and businesses by 2026.

All of the focus area goals then show an overall community-wide goal to **reduce community-wide greenhouse gas emissions from electricity and natural gas consumption 15% below a 2019 baseline by 2032.**

# PLAN DEVELOPMENT

During this plan's development, the U.S. Census community data showed that nearly 25% of Richfield residents spoke Spanish as a 1<sup>st</sup> language. In order to make decisions in the planning process that were inclusive of the Spanish speaking population, a Spanish-language survey (along with an English version of the survey) was conducted to better understand the energy priorities program awareness of Richfield residents. Those findings inform the Energy Action Team as they created priorities and strategies.

Both the City and Energy Action Team wanted good representation from community members that were representative of a true cross section of Richfield. The community removed barriers to participating on the team to ensure the community representation, with the understanding that volunteerism is a privilege that the community members may not have.

The plan development process was community-led from the ambition level to the action items.



Figure 13: Screen capture of Richfield's planning meeting 5

# HOW WE ARE GOING TO GET THERE



In order to accomplish the goals of this plan, our City and community must work together to take specific actions that will accomplish energy savings and renewable energy adoptions. The following section outlines those specific actions that the Energy Action Team built by asking “What are we going to do to accomplish our goals?” and “How are we going to that work?”.

## Strategies and Actions

### Richfield's Energy Hub

Richfield hopes to give residents a place to go to obtain any local energy-related information that they might need in an easily accessible and navigable web-based platform on our website. This can be a source for residents and businesses in our community to start research on everything from energy assistance to local incentives for energy-related projects. It will also be a place to update the community on current and relevant policies, resources, and opportunities. The Energy Hub will also provide resources in multiple languages and offer a feedback mechanism.



This is the first step of the Energy Action Plan implementation and will develop with resources over the course of execution of the strategies.

Actions for this strategy include:

- Creating short videos for each energy topic area in multiple languages to share on the Resource Hub and social platforms
- Sharing local, statewide, and federal financial incentives for energy projects for businesses and homes
- Updating resources as state, federal, and utility programs and incentives evolve



- Providing a way for residents and businesses to ask questions or add resources to the Hub

## Focus Area: Reduce High Energy Burden

According to the Department of Energy, our community members with the lowest incomes are paying the highest percentage of that income on utility bills. Reflecting on Richfield's energy burden statistics, the Energy Action Team decided that to do the work of the plan equitably it was important to focus on supporting community members experiencing high energy burden.



### Strategies

**Strategy 1: Create a campaign to reach under-resourced residents that outlines free programs and rebates for efficient appliances, lighting, and other cost-saving measures.**

Reducing individual home energy costs can save residents money on utility bills. Two easy ways to save are through efficient lighting and appliances. There are currently resources available to Richfield residents, so showcasing those easy steps in a campaign are a good first step to supporting energy-burdened households.

Actions for this strategy include:

- Create outreach materials with the audience of elderly residents in single-family homes to help access audits and free or reduced-cost programs.
- Create a resource document for social service organizations to use in outreach.
- Conduct a campaign for free or income-qualified resources that prioritizes high-density housing areas of the city.
- Create multiple/dual language flyers for tabling at events and other outreach opportunities.

**Strategy 2: Spotlight and promote affordable renewable energy opportunities to increase access to renewable energy for under-resourced residents.**

Currently, access to renewable energy options can add up-front costs to utility bills. This deters participation by and benefits to our under-resourced community members. Sharing free and reduced ways of participating in renewable energy options will be a way to include all residents in opportunities.

Actions for this strategy include:

- Identify, and promote existing sources of program funding for income-qualifying households to allow for no- or low-cost participation in renewable energy programs.



### **Strategy 3: Conduct renter education and outreach to promote behavior change opportunities and landlord engagement.**

Many people experiencing energy burden in Richfield are renters who are paying utility bills.<sup>6</sup> We can share energy-saving behavior changes and measures that renters can pursue and offer guidance in talking with landlords about energy efficiency practices that renters may not be able to undertake alone.

Actions for this strategy include:

- Create behavior change campaign materials aimed at saving energy in the homes of renters and encouraging landlords to implement energy savings projects.
- Coordinate this campaign to overlap with outreach to multi-family buildings as well as single-family rental properties.

### **Strategy 4: Create partnerships with social service and other organizations across sectors of community to connect with seniors, under-resourced populations, non-English speakers, and small businesses.**

The City of Richfield has limited community connections and relationships with community leaders and social service organizations. We hope to develop stronger relationships with those community organizations while sharing relevant energy information for specific under-resourced resident audiences and gaining insight into what our community members who experience high energy burden might need.

Actions for this strategy include:

- Gather input from partners for recommendations on outreach materials needed, or platforms for reaching audiences.
- Create digital and paper communications based on recommendations from partner organizations with resources to reduce utility bills and work with social service organizations to distribute.

## **Focus Area: Energy Efficiency**

Energy efficiency is the first step toward energy-cost savings for our residents, businesses, and organizations. This means existing homes and buildings undergo projects to decrease energy loss and that new homes and buildings are built in more efficient ways. Because of Richfield's older housing stock and buildings, this is an important focus area for the Energy Action Team.



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<sup>6</sup> Source: Low-Income Energy Affordability Data (LEAD) Tool (<https://www.energy.gov/eere/slsc/low-income-energy-affordability-data-lead-tool>)

## Residential Strategies

### **Strategy 1: Conduct a residential energy efficiency campaign.**

Residents make up most of the premises in Richfield, which means each resident taking environmental action could lead to a great collective impact. Removing gaps in walls, windows and door frames, especially in older properties, can reduce energy loss and waste. Adding efficient lighting, appliances, and equipment can aid in efficiency and cost savings for households.

Actions for this strategy include:

- Promote the Home Energy Squad® and citing incentives for participation.
- Share stories via the City newsletter and social media of homeowners who have had a Home Energy Squad visit.
- Share do-it-yourself tips for homeowners and renters to reduce energy use at home.

### **Strategy 2: Develop energy efficiency recommendations and improvements to include in point-of-sale inspections and new homeowner materials.**

The City of Richfield has an opportunity to share resources and best practices for energy efficiency during point-of-sale inspections and materials that are sent to new homeowners. Having those touchpoints means that we can share cost-saving measures and keep people in their homes longer.

Actions for this strategy include:

- Create new materials and distribute printed and electronic copies to relevant stakeholders in these areas.

### **Strategy 3: Create an energy efficiency kit for community leaders (faith and social organizations, teachers, etc.) to help share information and opportunities with networks.**

Our teachers and community leaders have strong networks and relationships and often can hold educational opportunities that overlap with existing events or curriculum. Providing an easy energy kit for use with these various audiences can be a great way to interact with parts of the community that we wouldn't otherwise reach.

Actions for this strategy include:

- Create instructional materials and resources for teachers and student sustainability clubs that explain how to use the kits for outreach and challenges.
- Create materials and resources for faith organizations to use with congregants.
- Create materials and resources for residents to engage personal networks.

#### **Strategy 4: Develop and launch a neighborhood or block energy efficiency challenge.**

Richfield's strong neighborhood networks and participation in neighborhood-led events provides opportunities to both continue to develop relationships with neighborhood residents and to draw on the networks of those neighborhood leaders.

Actions for this strategy include:

- Create engagement materials to explain the structure of the challenge and share a success story of a community member who saved energy.
- Engage Night to Unite, other organized block captains, or neighborhood leaders and organizations to lead the challenges and report successes.
- Publicize the outcome of the event in local media and assess potential for continuing as an annual event.

#### **Strategy 5: Create and conduct community education programs around energy efficiency topics with Wood Lake Nature Center.**

Richfield residents already participate in community education opportunities. Providing a relevant energy education program could feed this interest while educating them about actions to take at home.

Actions for this strategy include:

- Develop a list of potential energy topics based on interest gauged through a community survey or suggestions from community members.
- Leverage nature center educational event dates — scheduling energy topics and securing speakers as appropriate.
- Create a contact list of interested community members and attendees for communication on future opportunities.

#### **Strategy 6: Include energy topics in existing community events with schools, businesses, residents, or students to ask people to take action around energy at home.**

We can engage a wide audience during Richfield events that attract residents, businesses, and organizations to participate. Events provide a great opportunity to ask people to commit to taking action and to be able to provide relevant resources to those individuals and answer questions on the spot.

Actions for this strategy include:

- Develop a list of community events in Richfield with organizer contact information and dates.
- Identify and secure three community events that an Energy Action Team member, an energy expert, or City staff can participate in.
- Create or acquire existing materials relevant to current Energy Action Plan strategies.

## Business and Organization Strategies

### **Strategy 7: Encourage commercial and large building owners to reduce energy use and increase energy efficiency through an outreach campaign.**

Large businesses and buildings in Richfield can equate to large energy savings ability for even one project and have greater potential to have the capital to undergo an energy project. Reaching these building owners can be crucial in reaching our energy and climate goals.

Actions for this strategy include:

- Create email campaign and mailers to promote utility rebates for energy efficient product upgrades.
- Partner with the Chamber of Commerce to distribute materials.

### **Strategy 8: Reach out to multi-family buildings (5+ units) to complete a free audit.**

Multi-family buildings are the second largest type of housing in Richfield according to the Metropolitan Council data. The building owners and managers are typically the decisions makers for the building's audits and projects. Reaching this audience is key to addressing energy efficiency in multi-family buildings.

Actions for this strategy include:

- Create a list of multi-family buildings and an owner/manager contact list.
- Create talking points and a packet of materials to be mailed or emailed.
- Follow up with a phone call ask to participate in Xcel Energy's Multi-Family Building Efficiency program (with largest buildings prioritized).

### **Strategy 9: Create and conduct a business lighting outreach campaign to use grants (City and other), rebates, and low-interest loans.**

Richfield has a strong business community that is vital to the city's success. Lighting can be an easy and low-cost opportunity for businesses to save on energy costs.

Actions for this strategy include:

- Create materials for the contractor audience to help guide lighting installations as a part of upgrades to businesses.
- Create outreach materials aimed at saving businesses costs on lighting.
- Conduct outreach to contractors and targeted mailing or outreach.

## Focus Area: Renewable Energy

Richfield already has momentum in the renewable energy space, so it was important for the Energy Action Team to support and continue that momentum by including renewable energy education and projects in this plan.



## Residential Strategies

**Strategy 1: Conduct an outreach campaign to residents that highlights participation options, newest technologies, and installation costs and benefits over time.**

Current participation in renewable energy programs have an up-front cost associated. Demonstrating the potential for long-term savings may help overcome hesitancy in participation. Once a home is efficient, the next step to green up the remainder of that energy use would be to use renewable energy. There are several ways to use renewable energy, including subscription and installation programs.

Actions for this strategy include:

- Create a step-by-step guide for residents to understand and access renewable options.
- Launch a Windsource® sign-up campaign focused on residents who don't qualify for solar.
- Develop and distribute an educational brochure outlining current financing incentives and the benefits of installing solar.

**Strategy 2: Create and conduct community education programs about renewable energy topics with Wood Lake Nature Center.**

There are many nuances to participating in renewable energy programs. Offering a chance for residents to speak directly with a renewable energy expert who can answer their individual questions is important to overcoming participation barriers. This strategy provides that connection.

Actions for this strategy include:

- Develop a list of potential renewable energy topics based on interest gauged through a community survey or suggestions from community members.
- Leverage nature center educational event date(s) — scheduling energy topics and securing speakers as appropriate.
- Create a contact list of interested community members and attendees for communication on future opportunities.

## Business and Organization Strategies

**Strategy 3: Conduct an outreach campaign to businesses, nonprofits, and other organizations that highlights participation options, newest technologies, and installation costs and benefits over time.**

Just like residents, businesses and organizations can be hesitant about the up-front costs of renewable energy participation. Communicating the environmental and economic benefits, as well as the potential to generate goodwill from patrons, may help these organizations see beyond the cost barrier.

Actions for this strategy include:

- Create a step-by-step guide for businesses and organizations to understand and access renewable options.
- Create materials highlighting renewable energy grants and loans as a way to reduce operating costs for small businesses and organizations with no utility account manager.
- Conduct outreach to business owners through Xcel Energy communications, Chamber of Commerce, and other cooperative organizations.

**Strategy 4: Support Richfield Public Works in their effort to upgrade park trail lighting to be solar powered**

This strategy is included in Richfield's Climate Action Plan. As an energy strategy, the Energy Action Plan can support this effort with Partners in Energy resources.

Actions for this strategy include:

- Create a working relationship with Richfield's park lighting project lead and build support where needed with Partners in Energy resources.

**Strategy 5: Recommend options for adding renewable infrastructure in new construction during development process review.**

Richfield currently recommends that developers consider renewable energy upon construction. Developing updated materials and messaging that showcase benefits to developers could help achieve more participation from this audience.

Actions for this strategy include:

- Create new materials for developers to use as reference for renewable best practices and readiness.
- Work alongside local developers to increase current renewable energy development recommendations and explore the potential of incentives.

**Strategy 6: Conduct business outreach for renewable energy grants and loans to reduce operating costs for small businesses with no utility account manager.**

Richfield's small businesses are experiencing economic hardship following a 2020 pandemic and economic downturn. This plan focuses on smaller businesses that don't have access to utility account managers to help them reduce costs so they can remain open and thrive.

Actions for this strategy include:

- Create a step-by-step guide for businesses to understand and access renewable options.
- Conduct outreach to business owners through Xcel Energy communications, Chamber of Commerce, and other collective organizations.



**Strategy 7: Create a renewable energy kit for community leaders (churches, social organizations, teachers, etc.) to help them share information and opportunities with their communities.**

Coordinating with the energy efficiency kit mentioned in a previous strategy, this renewable energy kit will also reach teachers and community leaders who have strong networks, relationships, and opportunities to connect this outreach to their networks.

Actions for this strategy include:

- Create instructional materials and resources for teachers and student sustainability clubs that explain how to use the kits for outreach and challenges.
- Create materials and resources for faith organizations to use with congregants.
- Create materials and resource for residents to engage personal networks.

**Strategy 8: Conduct a solar feasibility study; identify buildings in the city with the most potential and do targeted outreach for solar installations.**

This is a strategy from Richfield's Climate Action Plan that the Energy Action Team decided to highlight in this plan as well, since the activities overlap in nature.

Actions for this strategy include:

- Use solar maps and large business locations to create a list of potential solar projects and do one-on-one outreach with solar option resources.

## **Strategy Implementation**

The Energy Action Team identified some overall approaches and best practices for reaching Richfield residents that are relevant to all the strategies above:

- Meet audiences where they are and make education and materials relevant to audience interest.
- Show examples of the action being promoted and ask for commitment from audiences.
- Make outreach messaging clear, simple, and visual.
- Use networks efficiently and effectively.
- Include a method of follow-up in all of the strategies where people have been asked to take an action.

### **Overcoming Barriers and Promoting Benefits:**

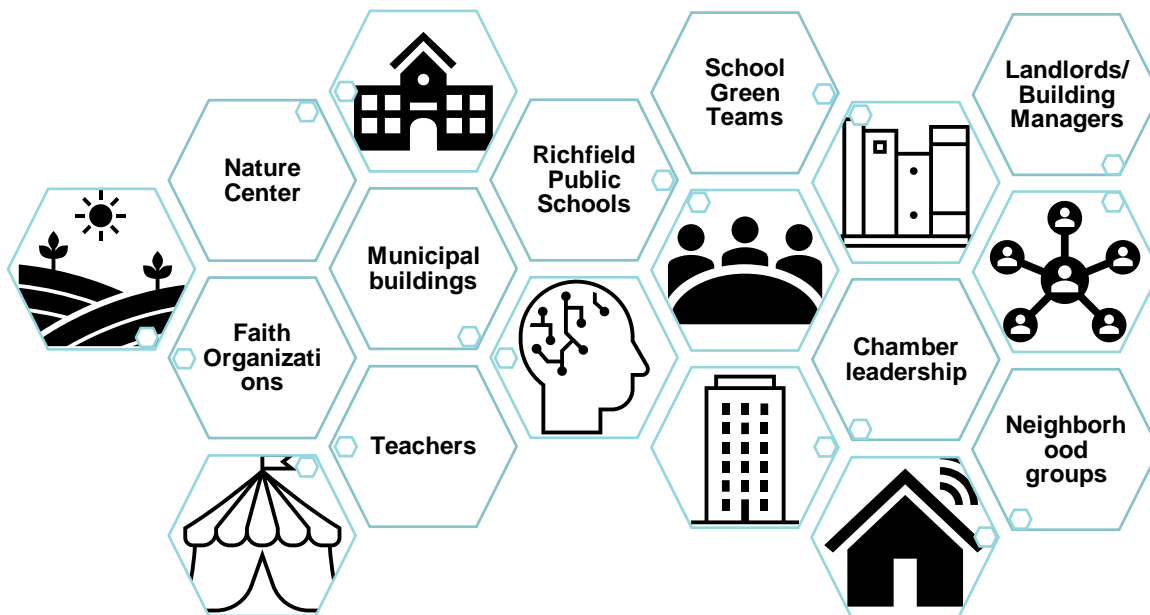
When thinking through the strategies the team thought through some of the barriers and benefits residents and organizations might have to acting on energy efficiency or renewable energy strategies. Recognizing barriers helps create strategies that can overcome them and understanding benefits can help motivate action that reaches beyond barriers.

Barriers	Benefits
<ul style="list-style-type: none"> <li>• Lack of access, affordability, equity</li> <li>• Lack of existing program knowledge don't know where to start</li> <li>• Language barriers</li> <li>• Hard to access renewable energy</li> <li>• Understanding the benefits</li> <li>• Very future oriented</li> <li>• Renewables are politicized</li> <li>• Low priority</li> <li>• Energy Burden</li> <li>• No disposable income</li> <li>• Time and access</li> <li>• Ability to follow through with projects or get to the next step</li> <li>• Fear of the unknown</li> <li>• Excuse/ too difficult</li> </ul>	<ul style="list-style-type: none"> <li>• Sense of participation pride</li> <li>• Alternatives are harmful to health</li> <li>• Renewables never run out!</li> <li>• Jobs in green energy</li> <li>• Financial advantage</li> <li>• Brand reputation</li> <li>• Renewables are more accessible and less expensive than ever</li> <li>• It feels good to know you're participating</li> <li>• You're part of the change</li> <li>• Energy efficiency benefits everyone</li> <li>• Richfield is a leader!</li> <li>• Businesses can save money and have big impact</li> </ul>

### Partnerships and Community Connections:

During plan development there were a number of potential partnerships and community connections recognized that could be assets to the strategies as leaders, connectors or audiences:

Figure 14: Energy Action Team Identified Partnerships



### Outreach and Communication Resources:

Communication Channels	Other Opportunities for Outreach
<ul style="list-style-type: none"> <li>• Next-door</li> <li>• Neighborhood groups</li> <li>• Mayor/Council newsletters</li> <li>• Facebook community (city and resident)</li> <li>• MIRA Facebook</li> </ul>	<ul style="list-style-type: none"> <li>• Night to Unite</li> <li>• PennFest</li> <li>• Community education</li> <li>• MIRA events</li> <li>• Red, White and Blue Days</li> <li>• Unity in the Community (May)</li> </ul>

### Timeline:

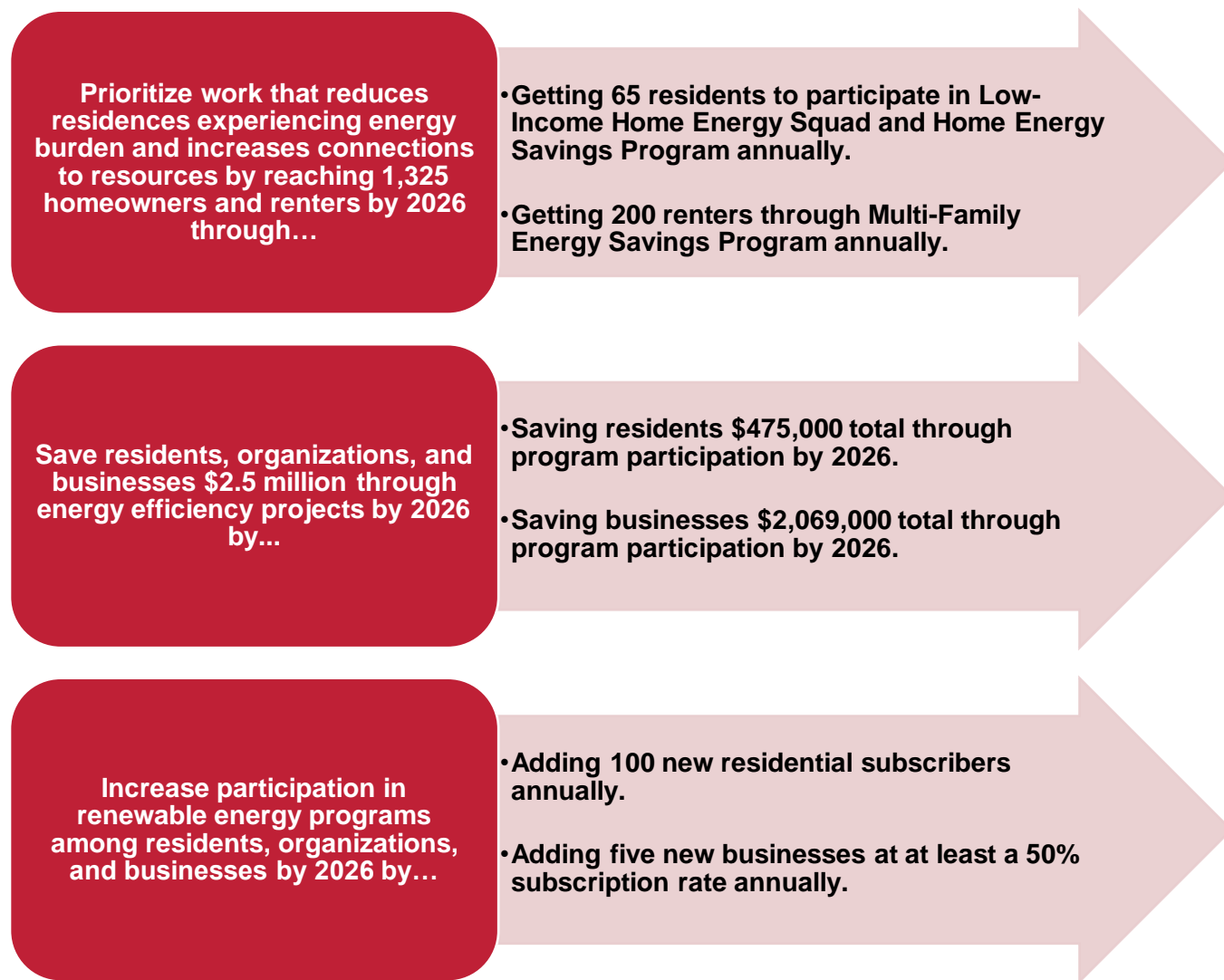
All the strategies identified in this plan are intended to be completed or begun between July 2021 and December 2022 during the implementation phase of the Partners in Energy process. During this period the City will have Partners in Energy support in energy expertise, data tracking, marketing, and project management. Once that phase is complete, the city will continue the work of this plan by continuing the actions identified or pivot to react to the current needs or opportunities of and for our residents and organizations. Some of the Energy Action Team members will participate in various actions depending on their interest or expertise.



## Energy Action Plan Impact

The combined targets and strategies outlined in this plan will give our community a greater understanding of the energy resources that are available and why energy efficiency and renewable energy are so important to our community's short- and long-term future.

Overall, achieving near-term targets laid out in this plan will engage and gain participation in programs that save money for the community and reduce our greenhouse gasses. Some of the participation goals are laid out below and will help reach our community-wide energy goal:



By achieving these targets, we will reach the following long-term goals:

Figure 15: Cumulative Annual Projected Avoided Costs from 2021 through 2026 (Savings from program participation from Energy Action Plan)

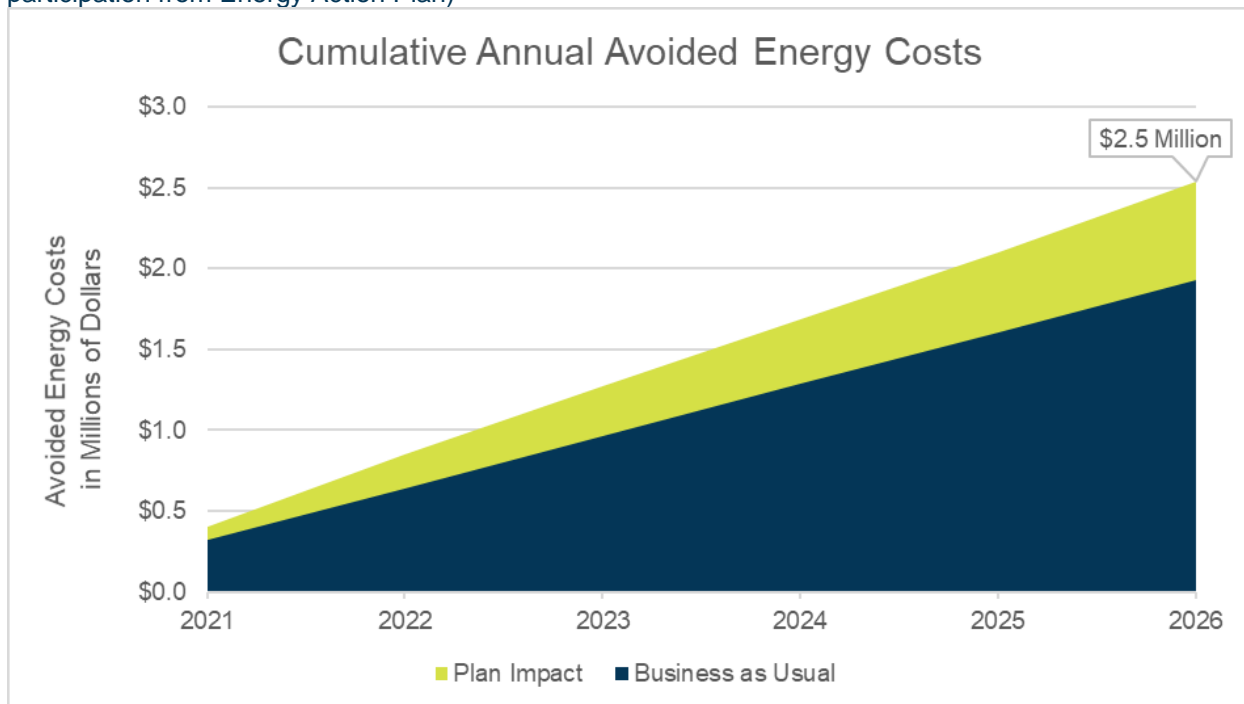
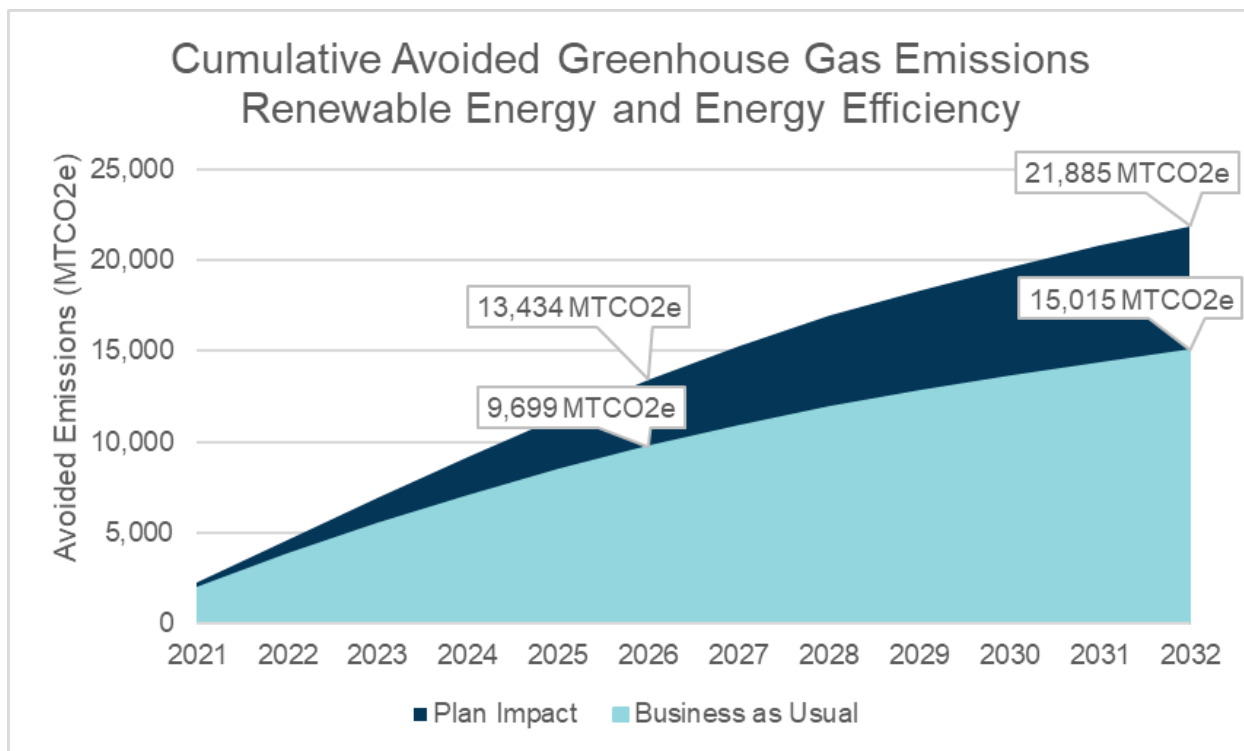


Figure 16: Cumulative Annual Projected Avoided GHG Emissions from 2021-2032 (Based on Program Participation from Energy Action Plan)



## Beyond Energy Action Planning

The Energy Action Team wanted to set some next steps in motion around reducing Richfield's greenhouse gas emissions by adding one more strategy to be pursued at the end of this plan's implementation. The team identified electric vehicles as the right next step.

### Electric Vehicles

Strategy: Create an Electric Vehicle Plan for the City of Richfield

This plan would likely be created with the support of Xcel Energy and would begin sometime following implementation of the Energy Action Plan.

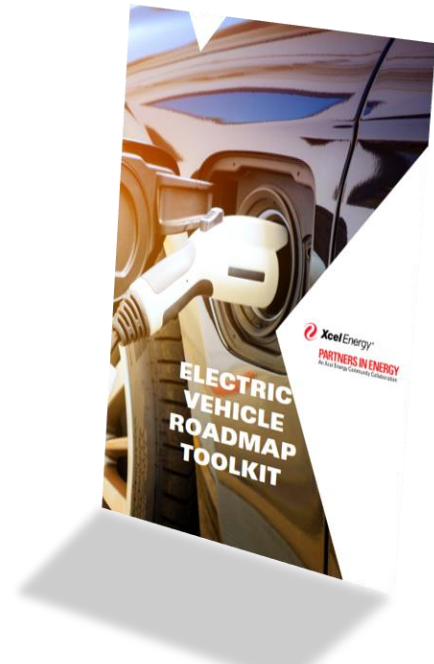


Figure 17: Richfield Electric Vehicle



## HOW WE STAY ON COURSE



This Energy Action Plan is a living document. Goals and strategies will be assessed and refined as needed based on data and community staff capacity.

### Data and Reporting

Partners in Energy will provide biannual progress reports with metrics of success and overall progress toward goals for Xcel Energy rebates and programs. These reports will be available publicly and shared with both the community and Energy Action Team.

If available, ad-hoc participation reports for specific Xcel Energy programs (e.g., Home Energy Squad) can be provided to measure success of campaigns and to determine if we need to change course.

### Project Management and Tracking

Partners in Energy will host regular project management check-in calls with staff to ensure we stay on course to achieve our strategies.

If necessary, an implementation check-in meeting with the Energy Action Team can be convened to assess progress toward goals and discuss strategy refinement.

### Energy Action Team Commitment

The Energy Action Team formed to create this plan will support implementation by sharing in the education and outreach for the strategies that are meaningful to them as well as sharing plan efforts with their personal or professional networks. They will also keep up to date with the data reports and reconvene if needed to pivot strategies or update the plan.

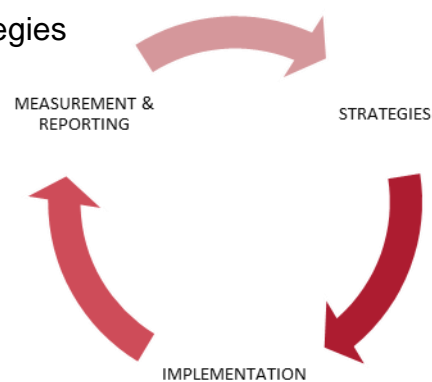


Figure 18: Actions and Tracking

## APPENDIX A: IMPLEMENTATION WORK PLAN



This appendix gives additional detail for each strategy, including the implementation team and tasks, timeline, and goals. This appendix will serve as a work plan for the Energy Action Team and Partners in Energy.

Focus Area		Strategy	Tactics	Lead	Co-lead	Q3	Q4	Q1	Q2	Q3	Q4
Resource Hub		Richfield will create and promote an online resource hub for energy related information and resources available to Richfield residents	Create short videos for each topic area in multiple languages to share on the Resource Hub and social platforms	PIE	City						
			Share local, statewide and federal financial incentives for energy projects for businesses and homes	PIE	City						
			Update resources as state, federal, and utility programs and incentives evolve	City	PIE						
			Provide a way for residents and businesses to ask questions or add resources to the Hub	City	Comm						
Energy Efficiency	Residential	Conduct a residential energy efficiency campaign	Promote Home Energy Squad, citing incentives for participation	City/Housing/Comms	PIE						
			Share stories via city newsletter and social media of homeowners who have had a Home Energy Squad visit	City/Comms	PIE						
			Share DIY tips for homeowners and renters to reduce energy use in homes	PIE	City						
		Develop energy efficiency recommendations and improvements to include in point-of-sale inspections and new homeowner materials	Create new materials and distribute printed and electronic copies to relevant stakeholders in these areas	PIE	City						
		Create an energy efficiency kit for community leaders (faith and social organizations, teachers, etc.) to help share information and opportunities with audiences	Create materials and resources for school teachers and student sustainability clubs to use energy kit for outreach and challenges	PIE	City						
			Create materials and resources for faith organizations to use with congregants as the audience	PIE	City						
			Create materials and resources for residents to engage personal networks	PIE	City						
		Develop and launch a neighborhood or block energy efficiency challenge	Create engagement materials, structure of challenge, and a success story of a community member who has saved energy	City/Comms	PIE						
			Reach out to National Night Out, other organized block captains, or neighborhood leaders and organizations to lead the challenges and report successes	City/Comms Public Safety/Sust. Commission	PIE						
			Publicize the outcome of the event in local media and assess potential for continuing as an annual event	City/Comms	PIE						
		Create and conduct community education programs around energy efficiency topics	Develop an energy efficiency topic of interest list based on community survey or suggestions from community members	PIE	City						
			Overlap nature center educational event dates and schedule energy topics and secure speakers as appropriate	City/WLNC	PIE						
			Create a contact list of interested community members and attendees for communication on future opportunities	City	PIE						
		Include energy topics in existing community events with schools, businesses, residents, students. Purpose: ask people to take action	Develop a list of community events in Richfield with organizer contact information and dates	City/Comms	PIE						
			Choose and secure three community events that an Energy Action Team member, energy expert, or city staff can participate in	City	EAT						
			Create or acquire existing materials relevant to current Energy Action Plan strategies	PIE	City						
	Business/Non-profit	Encourage commercial and large building owners to reduce energy use and increase energy efficiency through an outreach campaign	Create email campaign and/or mailers to promote utility rebates for energy efficient product upgrades	PIE	City						
			Work with Chamber of Commerce to aid in distributing materials	City	Chamber						
		Conduct outreach to Multi-Family Buildings to complete a free audit - MFBE outreach for 5+ Units	Create a list of multi-family buildings and owner/manager contact list	City/Housing	Housing						
			Create talking points and a packet of materials to be sent and/or emailed	Partners in Energy	City						
			Follow up (with largest buildings prioritized) with a phone call ask to participate in MFBE	City/Housing	Partners in Energy						
		Create and conduct a business lighting outreach campaign to use grants (city and other), rebates, and low-interest loans	Create materials for the contractor audience to help guide lighting installations as a part of upgrades to businesses	Partners in Energy	City						
			Create outreach materials aimed at saving businesses costs on lighting	Partners in Energy	City						
			Conduct outreach to contractors and targeted mailing or outreach	City/CD	Partners in Energy						
	Renewable Energy	Conduct an outreach campaign to residents that highlights participation options, newest technologies, and installation costs and benefits over time	Create a step by step guide for residents to understand and access renewable options	Partners in Energy	City						
			Launch a Windsource signup campaign focused on residents who would not qualify for solar	Partners in Energy	City						
			Develop and distribute an educational brochure outlining current financing incentives and the benefits of installing solar	City	Partners in Energy						
		Create and conduct community education programs around renewable energy topics with Wood Lake Nature Center	Develop a renewable energy topic of interest list based on community survey or suggestions from community members	City	Partners in Energy						
			Overlap nature center educational event date(s) and schedule energy topics and secure speakers as appropriate	City/WLNC	Partners in Energy						
			Create a contact list of interested community members and attendees for communication on future opportunities	City	Partners in Energy						
		Conduct an outreach campaign to businesses, non-profits, and other organizations that highlights participation options, newest technologies, and installation costs and benefits over time	Create a step by step guide for businesses and organizations to understand and access renewable options	Partners in Energy	City						
			Create materials highlighting renewable energy grants, and loans as a way to reduce operating costs for small businesses and organizations with no utility account manager	Partners in Energy	City						
			Conduct outreach to business owners through Xcel Energy communications, Chamber of Commerce, and other collective organizations	City	Partners in Energy						





## APPENDIX B: BASELINE ENERGY ANALYSIS

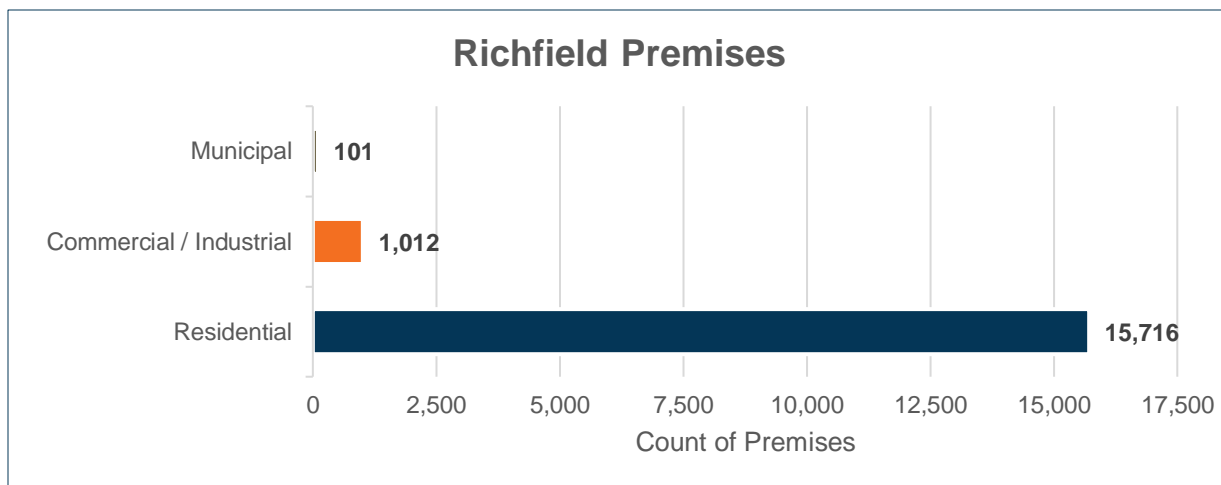


Data was provided by Xcel Energy and CenterPoint Energy for all Richfield premises for 2017–2019. Xcel Energy provides electric, and CenterPoint Energy provides natural gas service to the community. The data helped the Energy Action Team understand Richfield’s energy use and opportunities for energy conservation and renewable energy. Data included in this section establishes a baseline against which progress toward goals will be compared in the future.

### Electricity and Natural Gas Premises

Of the 16,829 distinct premises in Richfield, 93% (15,716) are residential. Commercial/industrial buildings account for 6% (1,012), and the remaining 1% (101) are municipal buildings.

Figure 19: Richfield Premises by Sector



## Electricity and Natural Gas Consumption and Trends by Sector

Most of Richfield's premises are residential, but commercial/industrial premises use far more energy per premise. Residential premises are 93% of the premises in Richfield but use just 36% of the energy. Conversely, commercial/industrial premises are 6% of the premises, but account for 63% of all energy consumed.

Figure 20: Percentage of Richfield Premises by Sector

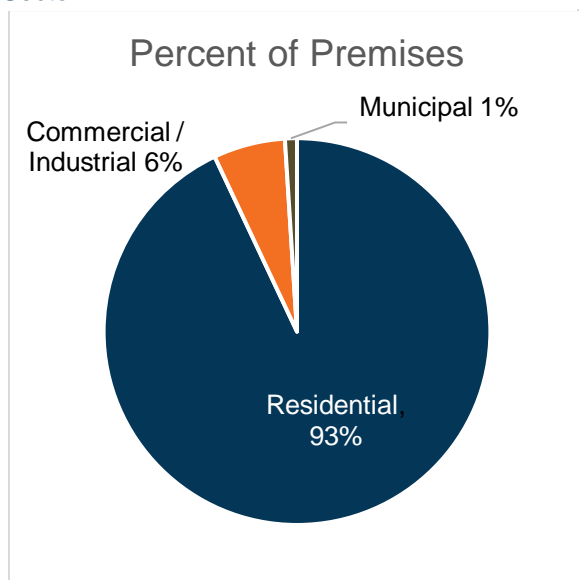
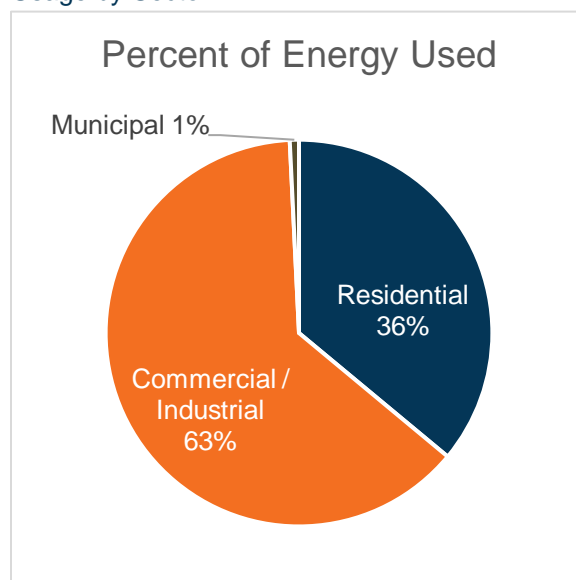
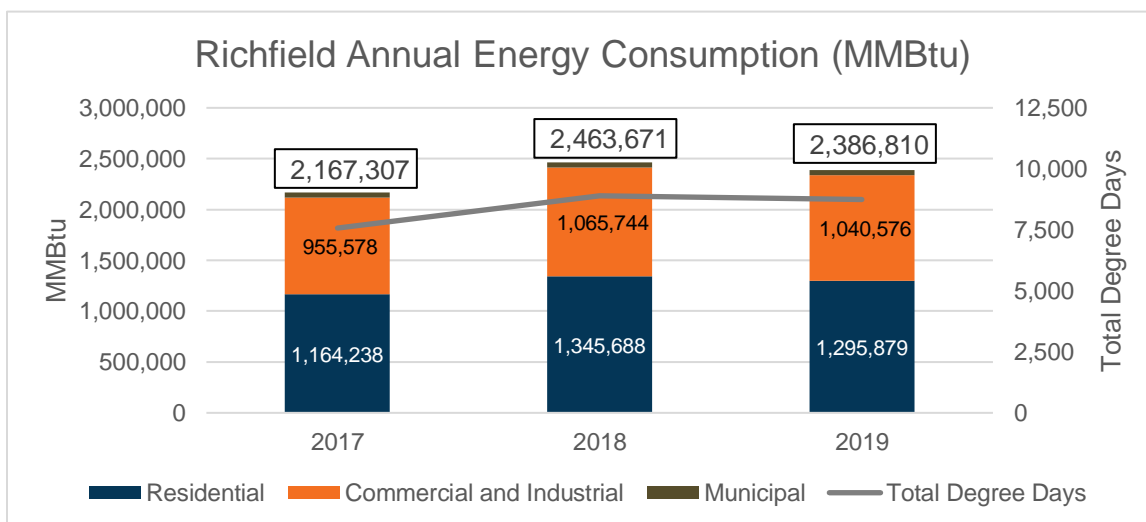


Figure 21: Percentage of Richfield Energy Usage by Sector



Annual energy consumption during the baseline period shows variation between 2.1 million MMBtu and 2.4 million MMBtu. Variation year to year in established communities is driven mostly by changes in weather. Hot summers tend to correlate with more electricity usage, and cold winters tend to correlate with more natural gas usage.

Figure 22: Richfield Baseline Annual Energy Consumption (MMBtu)





## Greenhouse Gas Emissions and Trends

Greenhouse gasses created from the production of the energy consumed in Richfield during an average baseline year amounted to 163,683 MTCO<sub>2</sub>e. The U.S. Environmental Protection Agency greenhouse gas equivalency calculator shows that Richfield's total greenhouse gas emissions from energy production is equivalent to 35,598 passenger vehicles driven for a year.<sup>7</sup>

Table 4: Baseline annual greenhouse gas emissions attributable to Richfield energy consumption

Customer Type	2017	2018	2019	Greenhouse Gas Emissions
Residential	79,573	89,641	84,055	84,423
Commercial / Industrial	73,254	78,398	73,668	75,107
Municipal	4,120	4,337	4,004	4,154
Total	156,948	172,375	161,727	163,683

## Energy Costs

Richfield residents and businesses spent an average of \$36.9 million on energy during the baseline period. *Figure 23*, below, illustrates that more money is spent in the residential sector than in commercial/industrial. It's important to recall that per premise spending analysis shows a very different perspective. As seen in *Figure 24*, below, the average Richfield residential premise spent \$1,239 for energy in 2019. Conversely, energy expenses for the average commercial/industrial premise were over \$15,000.

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<sup>7</sup> <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

Figure 23: Richfield baseline annual energy spending by sector

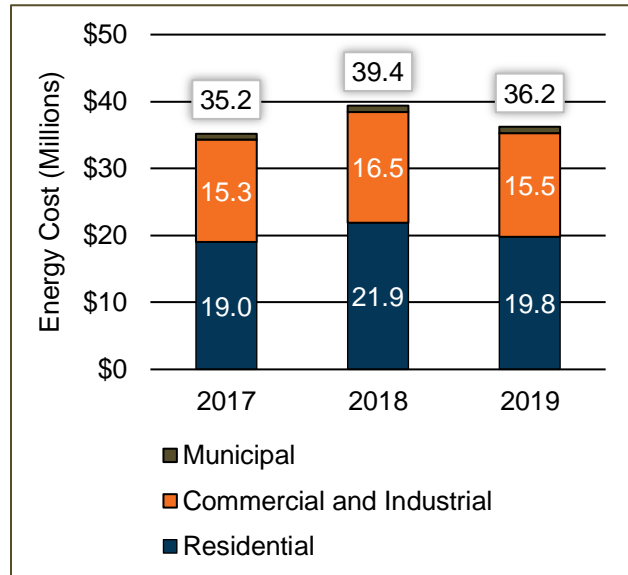
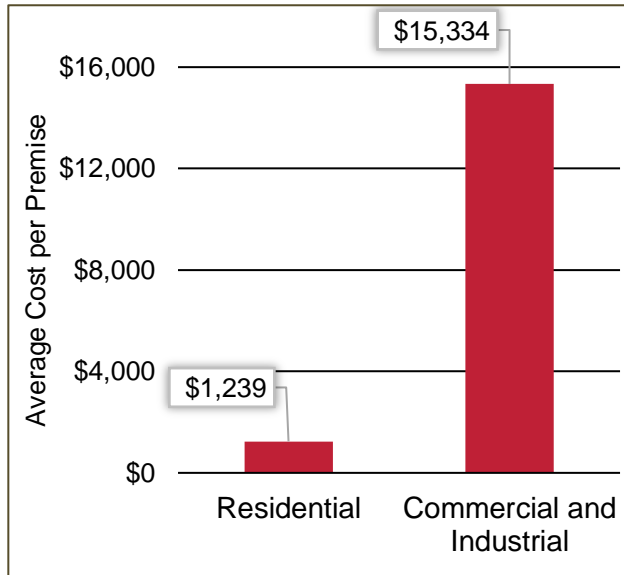


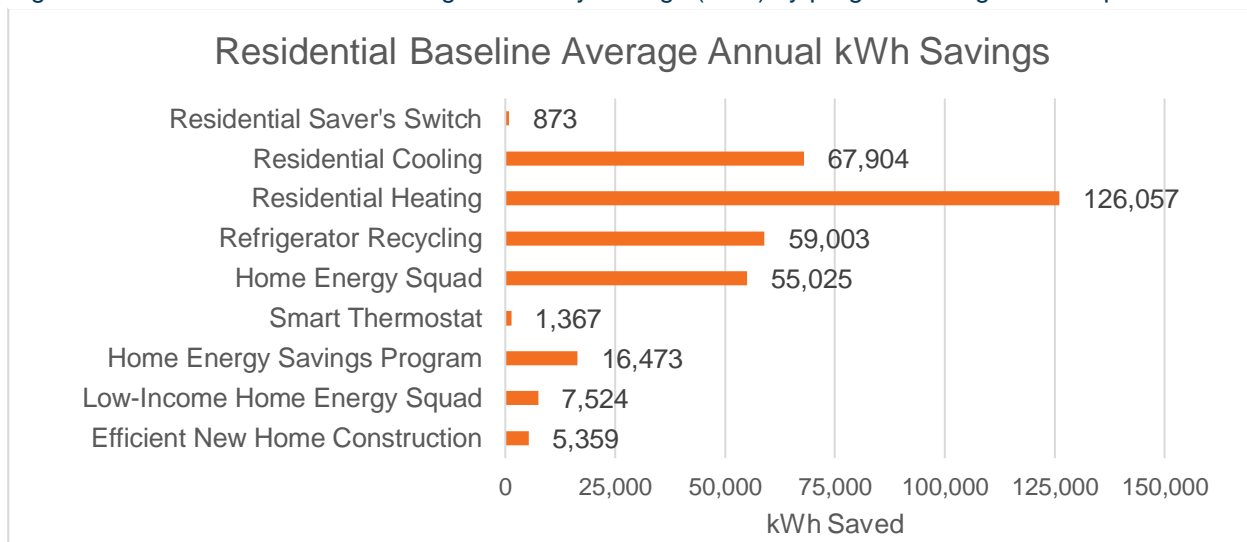
Figure 24: 2019 Richfield average energy spending by premise



## Program Participation and Savings

Richfield's residents have consistently turned to just a few of Xcel Energy's available efficiency programs each year to help them save energy. As shown in *Figure 25*, below, the greatest energy savings generated in Richfield have come from just four programs: Residential Heating, Residential Cooling, Refrigerator Recycling, and Home Energy Squad. These four programs are responsible for over 90% of what Richfield residents have saved.

Figure 25: Richfield residential average electricity savings (kWh) by program during baseline period



Residential Xcel Energy DSM Program	2017		2018		2019	
	Count	Savings (kWh)	Count	Savings (kWh)	Count	Savings (kWh)
Efficient New Home Construction	1	1,412	6	6,653	6	8,011
Home Energy Audit	4	-	1	-	10	-
Home Energy Savings Program	7	4,240	36	28,385	28	16,794
Home Energy Squad	61	55,790	64	67,533	49	41,753
Low-Income Home Energy Squad	8	5,231	9	9,340	10	8,002
Residential Cooling	229	67,743	277	70,453	259	65,516
Residential Heating	164	111,664	211	140,380	189	126,126
Refrigerator Recycling	43	40,760	99	83,498	67	52,752
Residential Saver's Switch	657	1,320	548	1,096	102	204
Smart Thermostat	63	259	52	1,812	32	2,029
<b>Total</b>	1,237	288,419	1,303	409,150	752	321,187

Residential CenterPoint Energy Service	2017		2018		2019	
	Count	Savings (therms)	Count	Savings (therms)	Count	Savings (therms)
Air Sealing & Insulation Projects	18	3,950	31	6,110	51	9,430
DIY Home Efficiency Kits	185	4,290	273	6,290	219	5,000
Heating System Tune-Ups	34	715	9	190	26	570
Home Energy Report Mailers	2,266	32,381	2,331	33,310	2,211	31,595
Home Energy Squad (Audit & Direct Install)	61	2,310	70	2,600	62	2,060
Natural Gas Efficiency Measures	14	5,110	28	6,960	30	4,190
Natural Gas Efficiency Rebates	391	41,330	896	60,960	815	60,980
New Home Natural Gas Efficiency Projects	7	470	8	1,550	15	2,075
<b>Total</b>	2,976	90,556	3,646	117,970	3,429	115,900

Figure 26: Energy efficiency programs with more than 10 average annual participants in Richfield during baseline period

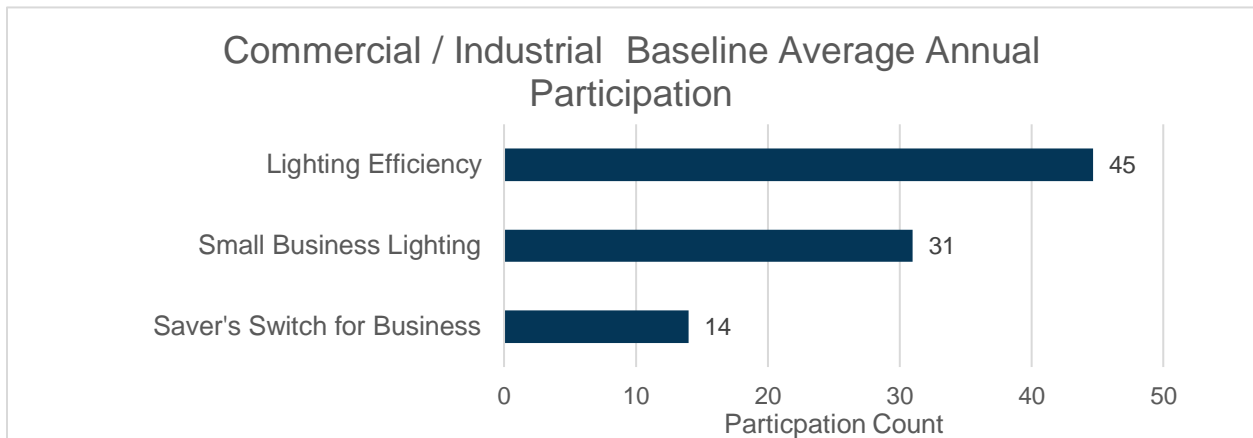


Figure 27: Richfield average annual program participation during baseline period

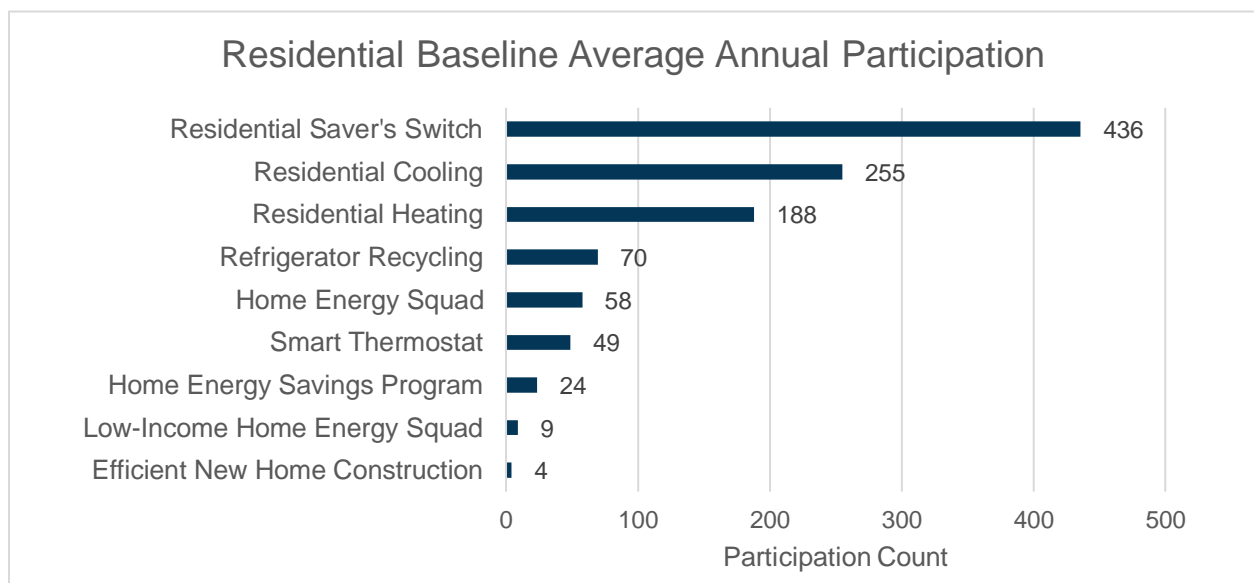
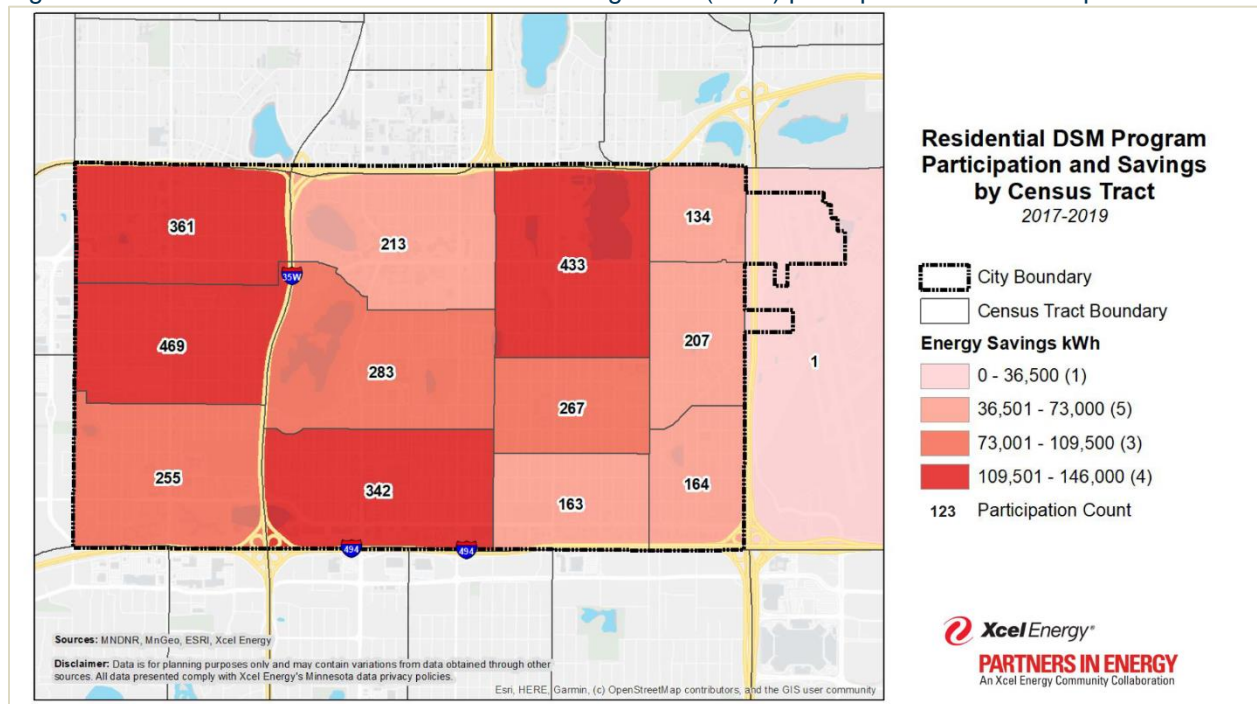
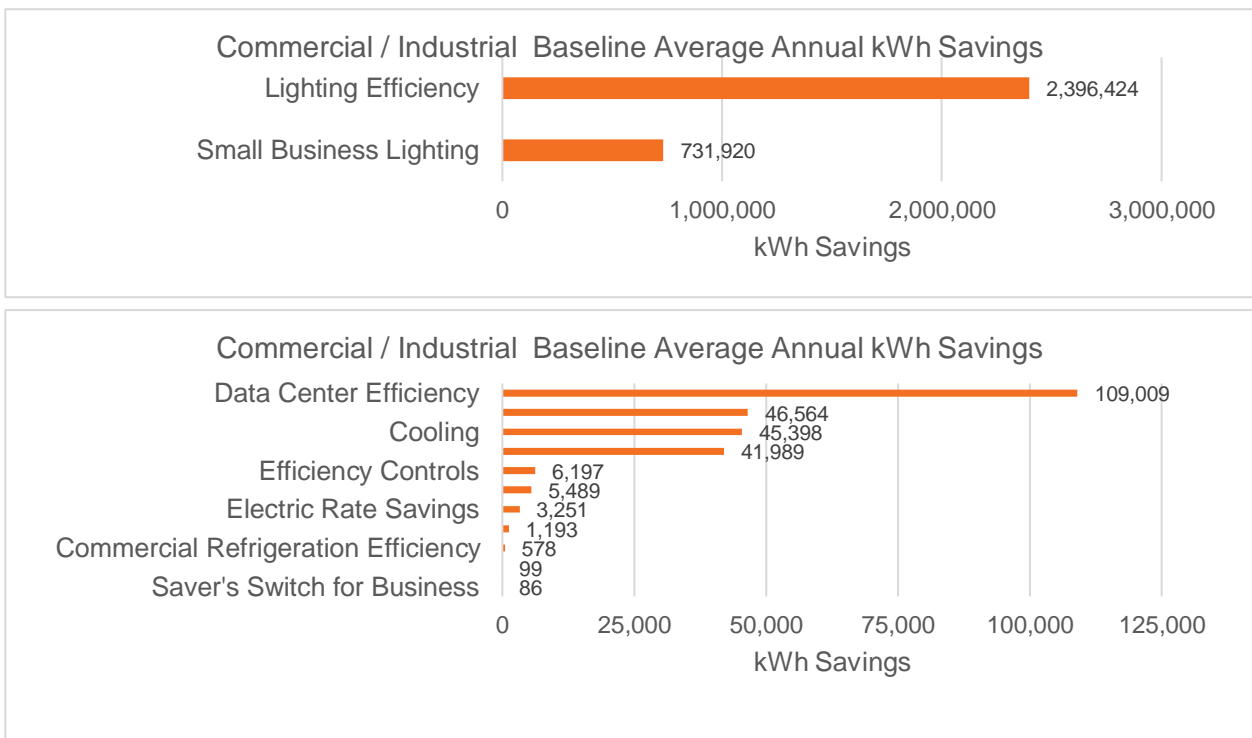


Figure 28: Richfield residential Demand Side Management (DSM) participation baseline map 2017–2019



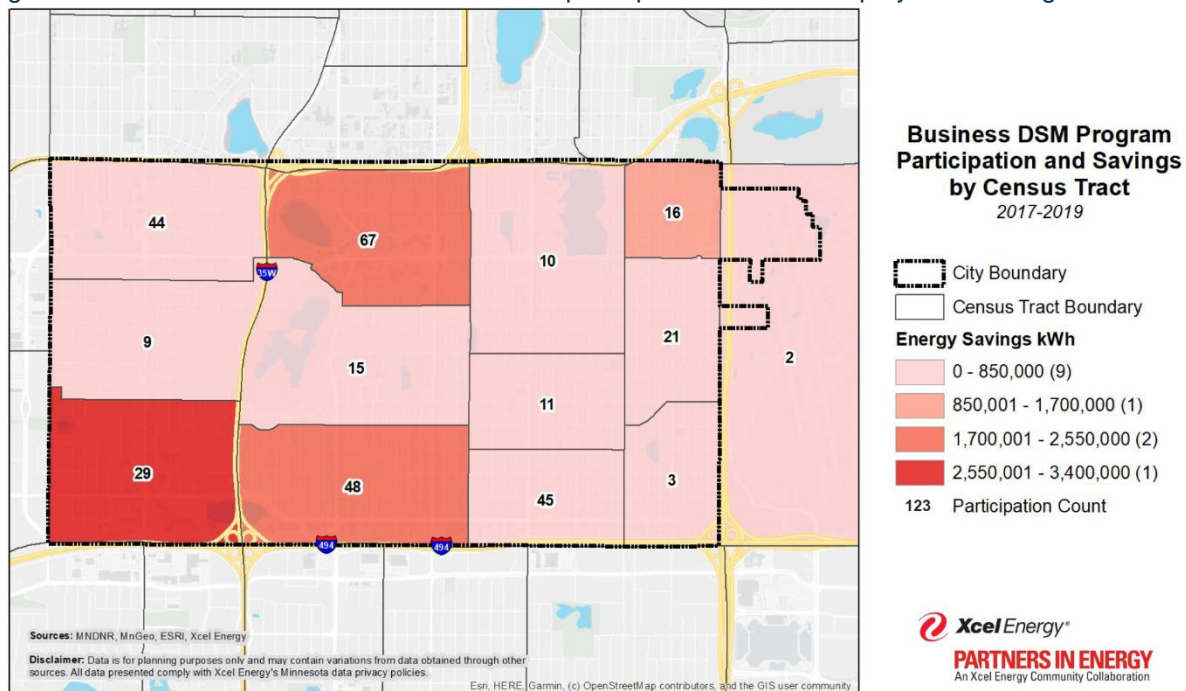
Turning to the commercial/industrial sector, those premises in Richfield save 3.4 million kWh per year, and just two programs account for 92% of those savings. There are just three programs which have annual participation rates higher than 10 in Richfield, again

Figure 29: Average annual commercial/industrial kWh savings during baseline period



demonstrating the strong performance of the Lighting Efficiency and Small Business Lighting programs.

Figure 30: Richfield's commercial/industrial DSM participation baseline map by kWh savings 2017–2019



Commercial / Industrial Xcel Energy DSM Program	2017		2018		2019	
	Count	Savings (kWh)	Count	Savings (kWh)	Count	Savings (kWh)
Commercial Refrigeration Efficiency	-	-	2	1,733	1	-
Cooling	5	94,735	5	27,859	9	13,599
Data Center Efficiency	-	-	1	327,028	-	-
Efficiency Controls	1	18,592	-	-	-	-
Electric Rate Savings	-	-	5	6,674	5	3,080
Foodservice Equipment	-	-	1	11,976	1	4,491
Heating Efficiency	-	-	1	1,687	1	1,892
Lighting Efficiency	52	1,214,367	45	4,361,167	37	1,613,739
Motor Efficiency	3	68,295	3	28,782	1	42,616
Multi-Family Building Efficiency	-	-	-	-	2	298
Recommissioning	1	-	1	31,828	3	94,138
Saver's Switch for Business	17	66	23	183	2	8
Small Business Lighting	55	1,598,252	21	324,561	17	272,948
Turn Key Services	1	-	-	-	1	-
<b>Total</b>	<b>135</b>	<b>2,994,307</b>	<b>108</b>	<b>5,123,478</b>	<b>80</b>	<b>2,046,809</b>



Commercial / Industrial CenterPoint Energy Service	2017		2018		2019	
	Count	Savings (therms)	Count	Savings (therms)	Count	Savings (therms)
Natural Gas Efficiency Rebates	70	30,520	41	49,630	111	46,340

## Renewable Energy Support

Windsor® and Renewable\*Connect®, which are both subscription programs allowing participants to source some or all their energy from renewable sources, are popular among Richfield residential premises. There is one commercial/industrial premise subscribing. Solar\*Rewards®, a program for on-site solar users, has relatively few participants in Richfield. Finally, there are some participants in Solar\*Rewards Community®, which is geared to premises supporting off-site renewable energy generation.

Table 5: Renewable Energy Program Participation and Sector Percent 2019 (Source: Xcel Energy)

Renewable Energy Program	Residential	Commercial & Industrial
<b>Windsor®</b>		
Subscriber Count	853	1
Total Annual Electricity Subscribed (kWh)	2,401,639	1,200
Percentage of Sector Electricity Use	3%	0%
<b>Renewable*Connect®</b>		
Subscriber Count	51	
Total Annual Electricity Subscribed (kWh)	340,459	
Percentage of Sector Electricity Use	0%	0%
<b>Solar*Rewards®**</b>		
Subscriber Count	24	12
Total Annual Electricity Subscribed (kWh)	68,091	67,490
Percentage of Sector Electricity Use	0%	0%
<b>Solar*Rewards Community®**</b>		
Subscriber Count	212	2
Total Annual Electricity Subscribed (kWh)	1,132,136	788,281
Percentage of Sector Electricity Use	1%	1%

# APPENDIX A - METHODOLOGY FOR MEASURING SUCCESS



As part of implementation support, Partners in Energy will provide biannual progress reports for Xcel Energy participation and savings data for Richfield. CenterPoint Energy may provide program participation and savings data at the request of the City of Richfield. All goals will be measured against Richfield's 3-year baseline of 2017–2019 data unless otherwise noted.

The following section outlines how to measure various aspects of the goals outlined in this Energy Action Plan, including details of what programs and activities may be included and any assumptions used to measure the goals.

## Community-wide Goal

- By the end of 2026, accomplishing all of Richfield's Focus Area goals will avoid an estimated \$2.5 million dollars in energy costs in the community. By the end of 2032, these goals will avoid an estimated 21,855 tons of MTCO<sub>2</sub>e from consumption of electricity and natural gas.

## Assumptions

This goal assumes that Xcel Energy's and CenterPoint Energy's demand side management program participation will continue business as usual (BAU) 2021 to 2032.

BAU annual program participation assumes 1,237 total participants in the programs available from Xcel Energy in 2019 and 843 participants in programs available from CenterPoint Energy in 2019 across all sectors. To avoid double counting jointly offered utility programs, only the participant counts from Xcel Energy reports are included for those programs. Cumulative participation for the BAU scenario between 2021 and 2032 will be 14,844 with a cumulative annual energy savings of 154,139 MMBtu.

The impact of the Energy Action Plan and additional resources from Xcel Energy, the City of Richfield, and the community will result in an increase in program participation. The community-wide goal assumes an annual participation increase in Xcel Energy programs, with cumulative

participation between 2021 and 2032 totaling 19,953, resulting in a cumulative annual energy savings of 199,463 MMBtu. An increase in program participation will result in increased annual energy savings, through which Richfield community members can avoid energy costs.

## How to Measure

### Energy Savings

The community-wide goal will be measured by comparing cumulative electricity and natural gas savings over 2021 to 2026 for all sectors against projected BAU savings over the same time period. This goal includes all Xcel Energy and CenterPoint Energy demand side management programs available to every sector and measures the first-year savings data provided by the utilities. The following table outlines the assumptions for energy savings in Richfield.

	2026 BAU Scenario	2026 Goal Scenario
<b>DSM Program Participation</b>	14,470	17,582
<b>kWh Savings</b>	21,031,203	27,462,756
<b>Therm Savings</b>	53,108	78,480
<b>MMBtu Savings</b>	77,069	101,551

### Avoided Energy Costs

Avoided energy costs is estimated using per kWh and per therm rates that residential and commercial and industrial premises pay.

Energy Cost	Rate per kWh	Rate per therm
<b>Residential Premise Rate</b>	\$0.11	\$0.72
<b>Commercial/Industrial Premise Rate</b>	\$0.087	\$0.59

Using these residential and commercial/industrial energy rates, total cost avoidance is calculated from projected energy savings in Richfield.

Energy Cost Avoidance	2026 BAU Scenario	2026 Goal Scenario
<b>Residential Cost Avoidance</b>	\$296,117	\$472,514
<b>Commercial/Industrial Cost Avoidance</b>	\$1,631,170	\$2,069,048
<b>Total Cost Avoidance</b>	\$1,927,288	\$2,541,563

### Greenhouse Gas Emissions Avoided

Projected greenhouse gas emissions avoided include cumulative emissions avoided from participation in Xcel Energy and CenterPoint Energy programs, as well as cumulative emissions avoided with renewable energy programs where the customers retain the Renewable Energy Credits. This includes Xcel Energy's Windsource® and Renewable\*Connect®. The table below outlines the assumptions for greenhouse gas emission avoidance. To estimate avoided greenhouse gas emissions, projected emissions factors were applied to the electricity and

natural gas savings estimates for both the business as usual and goal scenarios. For the purposes of this Energy Action Plan, all assumptions are based on Xcel Energy's 2019 Carbon Emissions Reporting.<sup>8</sup>

Estimated Emissions Avoided by Program (MTCO <sub>2</sub> e)	2032 BAU Scenario	2032 Goal Scenario
<b>DSM Programs</b>	8,671	11,254
<b>Renewable Energy</b>	6,345	10,631
<b>Total MTCO<sub>2</sub>e avoided</b>	15,015	21,885

## Energy Burden Focus Area Goals

- Prioritize work that reduces the number of residences experiencing energy burden and increases connections to resources by reaching 1,325 homeowners and renters by 2026.

### Assumptions

Business as usual scenario assumes 33 total participants a year in the following Xcel Energy income-qualified programs:

- Low-Income Home Energy Squad
- Home Energy Savings Program
- Multi-family Energy Savings Program

Business as usual would result in 33 annual participants in income-qualified programs.

Richfield's goal is to achieve 1,325 total cumulative participants by 2026 by increasing annual participation by 221 participants across these programs.

### How to Measure

Annual participation in the following programs will be included in measuring progress toward this goal:

- Low-Income Home Energy Squad
- Home Energy Savings Program
- Multi-family Energy Savings Program

In addition, any new programs created by Xcel Energy with income qualifications will be included.

Annual participation will be calculated from Partners in Energy implementation reports, summing participation from these programs from 2021 through 2026.

	2026 BAU Scenario	2026 Goal Scenario
<b>Cumulative Participation</b>	198	1,325

<sup>8</sup> Energy and Carbon Emissions Reporting 2019 Summary by Xcel Energy.  
<https://www.xcelenergy.com/staticfiles/xcel-responsive/Environment/Carbon/Xcel-Energy-Carbon-Dioxide-Emission-Intensities.pdf>

## Renewable Energy Focus Area Goals

- Increase participation in renewable energy programs among residents, organizations, and businesses by 2026. Richfield will accomplish this goal by adding 100 new residential subscribers to renewable energy programs annually, and five new businesses with a 50% kWh subscription annually.

### Assumptions

The 2019 baseline participation in Xcel Energy's renewable energy programs is 904 residential subscribers and 1 commercial and industrial subscriber. Programs included in this assumption are Xcel Energy's Renewable\*Connect® and Windsource® programs.

### How to Measure

Richfield's goal is to add 100 new residential subscribers to renewable energy programs annually and five new businesses with a 50% kWh subscription annually by 2026. Participation in the following programs by residential and commercial and industrial subscribers will be included in measuring progress toward this goal:

- Renewable\*Connect®
- Windsource®

In addition, any new renewable energy subscription programs created by Xcel Energy where the customer retains the Renewable Energy Credit will be included.

Participation Totals	2019 Baseline	2026 Goal Scenario
<b>Residential</b>	904	1,404
<b>Commercial and Industrial</b>	1	26
<b>Total Subscribers</b>	905	1,530

## 2019 Xcel Energy Programs Included in Baseline

The following Xcel Energy programs were included in business as usual and baseline assumptions.

Program Name	Community-Wide Energy Savings Goal	Energy Burden Goal	Renewable Energy Goal
Low-Income Home Energy Squad		X	
Home Energy Savings Program		X	
Multi-family Energy Savings Program		X	
Residential Heating	X		
Residential Cooling	X		
Refrigerator Recycling	X		
Home Energy Squad	X		
Smart Thermostat	X		
Efficient New Home Construction	X		
Home Energy Audit	X		
Residential Saver's Switch	X		
Commercial Refrigeration Efficiency	X		
Cooling	X		
Electric Rate Savings	X		
Foodservice Equipment	X		
Heating Efficiency	X		
Home Insulation Rebates	X		
Lighting Efficiency	X		
Motor Efficiency	X		
Recommissioning	X		
Small Business Lighting	X		
Saver's Switch for Business	X		
Turn Key Services	X		
Multi-family Building Efficiency Program	X		
Windsource			X
Renewable*Connect			X



## APPENDIX D: XCEL ENERGY'S PARTNERS IN ENERGY PLANNING PROCESS



### About Xcel Energy's Partners in Energy

Xcel Energy is an electric and natural gas utility that provides the energy that powers millions of homes and businesses across eight Western and Midwestern states. Each community Xcel Energy serves has its own unique priorities and vision for its energy future. The energy landscape is dynamically changing, with communities leading the way in setting energy and sustainability goals. To continue to innovatively support their communities, Xcel Energy launched Partners in Energy in the summer of 2014 as a collaborative resource with tailored services to complement each community's vision. The program offerings include support to develop an energy action plan or electric vehicle plan, tools to help implement the plan and deliver results, and resources designed to help each community stay informed and achieve their outlined goals.

### Plan Development Process

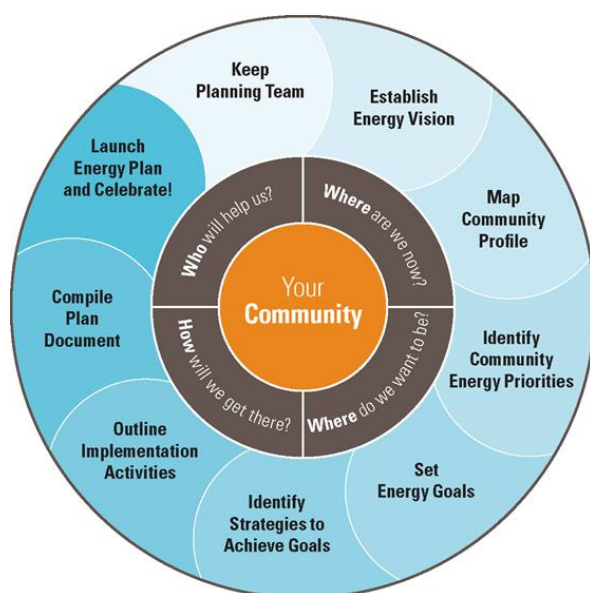
The content of this plan is derived from a series of planning workshops, held virtually, with a planning team committed to representing local energy priorities and implementing plan strategies. We

Figure 31: Partners in Energy planning steps



followed 11 action planning steps listed below and answered questions to establish the plan's framework.

*Plan Framework:*



Partners in Energy Process for Success



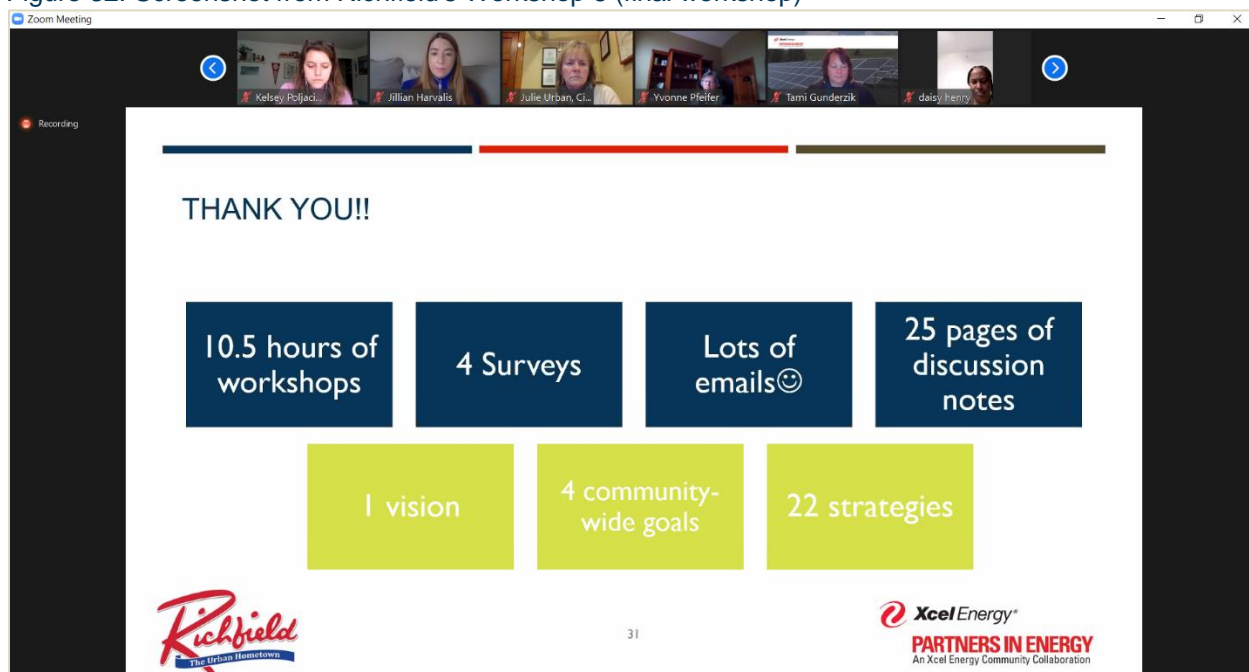
Resources from Xcel Energy for Implementation

The Energy Action Team met for five workshops to establish, discuss, and give feedback on the plan in large and small groups. In between workshops, the team completed surveys that facilitators refined into content for discussion at the next workshop meeting.

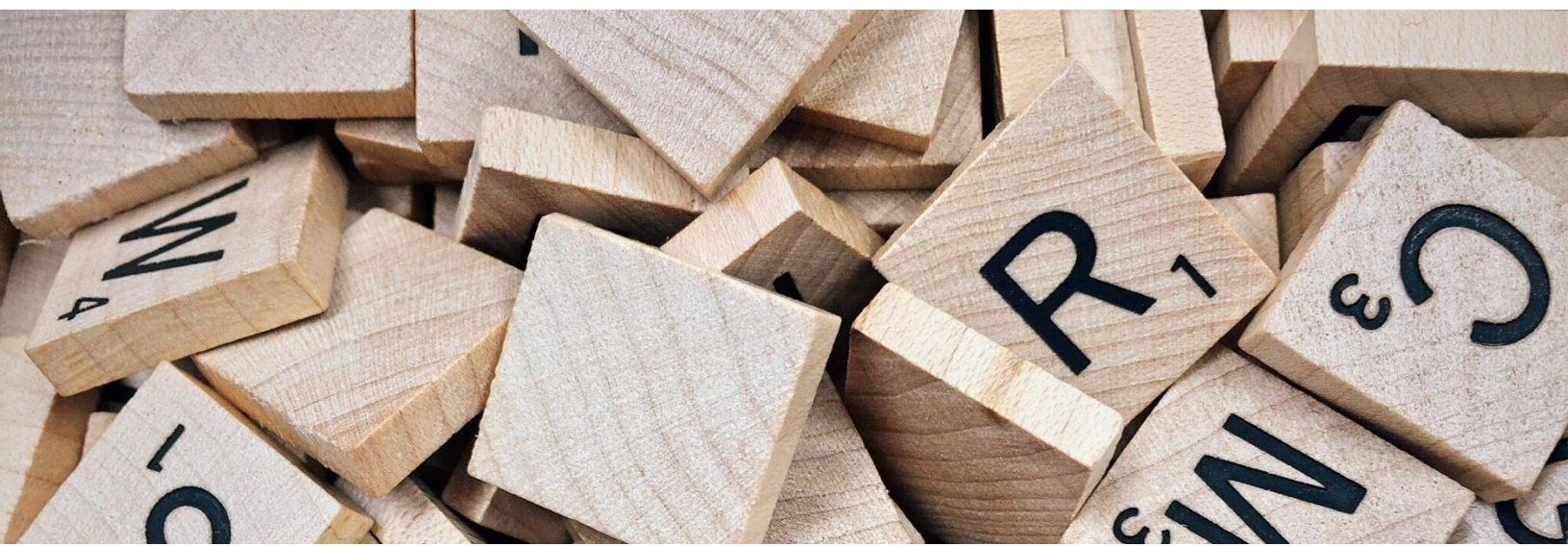
In addition to the team's input, a community energy survey was released to help guide the plan's strategies and work. The survey went out in English and Spanish and had more than 65 responses.

All of this work created the contents of this plan, which was crafted with the Energy Action Team's input.

Figure 32: Screenshot from Richfield's Workshop 5 (final workshop)



## APPENDIX E: GLOSSARY OF TERMS



**15 x 15:** Xcel Energy’s privacy rule, which require all data summary statistics to contain at least 15 premises, with no single premise responsible for more than 15% of the total. Following these rules, if a premise is responsible for more than 15% of the total for that data set, it is are removed from the summary.

**British Thermal Unit (BTU):** the amount of heat needed to raise one pound of water at maximum density through one degree Fahrenheit

**Carbon-free:** Carbon-free refers to sources of energy that will not emit additional carbon dioxide into the air. Wind, solar and nuclear energy are all carbon free sources but only wind and solar are renewable.

**Carbon-neutral:** Carbon-neutral, also described as “net zero” could include carbon free sources but is broader and refers to energy that removes or avoids as much carbon dioxide as is released over a set period of time. Carbon-neutral is sometimes used to describe a site that produces an excess amount of electricity from a renewable energy source, such as solar, compared to what it consumes. That excess energy is put back into the grid in an amount that offsets the carbon dioxide produced from the electricity it draws from the grid when it is not producing renewable energy.

**Community Data Mapping:** A baseline analysis of energy data in a geospatial (map) format across the community.

**Conservation Improvement Programs (CIP):** Portfolio of approved utility energy efficiency and demand management programs. Minnesota electric utilities have a goal of saving 1.5% of their total energy sales each year via customer conservation efforts.



Minnesota natural gas utilities have a goal of saving 0.5% of their total energy sales each year via customer conservation efforts.

**Demand Side Management (DSM):** Modification of consumer demand for energy through various methods, including education and financial incentives. DSM aims to encourage consumers to decrease energy consumption, especially during peak hours or to shift time of energy use to off-peak periods, such as nighttime and weekend.

**Direct Installation:** Free energy-saving equipment installed by Xcel Energy or other organization for program participants that produces immediate energy savings.

**Energy Burden:** Percentage of gross household income spent on energy costs.

**Energy Reduction:** The result of behavior changes that cause less energy to be used. For example, setting the thermostat lower *reduces* the energy used in your home during the winter. Since energy reductions can be easily reversed, they are not accounted for when calculating changes in energy usage.

**Energy Savings:** Comes from a permanent change that results in using less energy to achieve the same results. A new furnace uses X% less to keep your home at the same temperature (all things being equal), resulting in energy *savings* of X%. For accounting purposes, energy savings are only counted in the year the new equipment is installed.

**Greenhouse Gases (GHG):** Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

**Grid Decarbonization:** The current planned reduction in the carbon intensity of electricity provided by electric utilities through the addition of low- or no-carbon energy sources to the electricity grid.

**Kilowatt-hour (kWh):** A unit of electricity consumption.

**Million British Thermal Units (MMBtu):** A unit of energy consumption that allows both electricity and natural gas consumption to be combined.

**Metric Tons of Carbon Dioxide Equivalent (MTCO<sub>2e</sub>):** A unit of measure for greenhouse gas emissions. The unit "CO<sub>2e</sub>" represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO<sub>2</sub>), based on the global warming potential (GWP) of the gas.

**Megawatt (MW):** A unit of electric power equal to 1 million watts.

**Premise:** A unique identifier for the location of electricity or natural gas service. In most cases it is a facility location. There can be multiple premises per building, and multiple premises per individual debtor.

**Renewable Energy Certificate (REC):** For every megawatt-hour of clean, renewable electricity generation, a renewable energy certificate (REC) is created. A REC embodies

all of the environmental attributes of the generation and can be tracked and traded separately from the underlying electricity. Also known as a Renewable Energy Credit.

**Resilience:** The ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents.

**Recommissioning:** An energy efficiency service focused on identifying ways that existing building systems can be tuned-up to run as efficiently as possible.

**Solar Garden:** Shared solar array with grid-connected subscribers who receive bill credits for their subscriptions.

**Solar Photovoltaic (PV):** Solar cells/panels that convert sunlight into electricity (convert light, or photons, into electricity, or voltage).

**Subscription:** An agreement to purchase a certain amount of something in regular intervals.

**Therm (thm):** A unit of natural gas consumption.

**Trade Partner:** Trade Partners, also known as Trade Allies or Business Trade Partners, are vendors and contractors who work with business and residential customers servicing, installing, and providing consulting services regarding the equipment associated with utility rebate programs. Their support for utility programs can range from providing equipment and assisting with rebate paperwork, to receiving rebates for equipment sold.



## **APPENDIX F: IMPLEMENTATION MEMORANDUM OF UNDERSTANDING**

**Pending**