



**REGULAR CITY COUNCIL MEETING  
VIRTUAL MEETING HELD VIA WEBEX  
NOVEMBER 10, 2020  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Open forum

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council may call 612-861-0651 during the Open Forum portion or must have registered prior to the meeting by calling 612-861-9711 or emailing [kwynn@richfieldmn.gov](mailto:kwynn@richfieldmn.gov).***

Approval of the Minutes of the (1) City Council Work Session of October 27, 2020; and (2) City Council Meeting of October 27, 2020.

**PRESENTATIONS**

1. Community Services Commission annual report presentation.
2. Planning Commission annual report presentation.

**AGENDA APPROVAL**

3. Approval of the Agenda
4. **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 approval of setting a public hearing to be held on December 8, 2020, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2021 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Los Sanchez Taqueria II, LLC d/b/a Los Sanchez Taqueria, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, Fred Babcock VFW Post 5555 and American Legion 435 d/b/a Minneapolis-Richfield American Legion Post 435.

Staff Report No. 137
  - B. Consider the approval of setting a public hearing to be held on December 8, 2020, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer licenses for 2021 for Metro Pawn and Gun,

Inc.

Staff Report No. 138

- C. Consider approval of setting a public hearing to be held on December 8, 2020, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2021 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, LRFC, LLC d/b/a Local Roots Food & Coffee, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant, and O'Reilly Custom 6, LLC d/b/a Sandy's Tavern.

Staff Report No. 139

- D. Consider the adoption of a resolution to accept a grant of \$10,601.55 from the Office of Justice Programs for bullet proof vests.

Staff Report No. 140

- E. Consider approval of a request for a new Secondhand Goods Dealer license for Marquis Jewelers, Inc. d/b/a Wedding Day Diamonds, located at 700 West 78th Street.

Staff Report No. 141

- F. Consider approval of a contract renewal with Adesa Minneapolis for 2020-2021 for auctioning forfeited vehicles from Public Safety/Police.

Staff Report No. 142

- G. Consider a resolution authorizing a 90-day extension for recording the Lunds of Richfield plat.

Staff Report No. 143

- H. Consider the renewal of the agreement for assessment services with Hennepin County.

Staff Report No. 144

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

**PUBLIC HEARINGS**

6. Public hearing and consider an appeal to the Board of Adjustments and Appeals regarding the Planning Commission's denial of a variance to allow a 25.5-foot driveway at 2015 Forest Drive.

Staff Report No. 145

**RESOLUTIONS**

7. Resolution approving the commencement of organizing solid waste collection between the City of Richfield and licensed residential collectors as per Minnesota Statute 115A.94

Staff Report No. 146

**CITY MANAGER'S REPORT**

8. City Manager's Report

**CLAIMS AND PAYROLLS**

9. Claims and Payroll

**COUNCIL DISCUSSION**

10. Hats Off to Hometown Hits

11. 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

October 27, 2020

### CALL TO ORDER

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

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

Staff Present: Katie Rodriguez, City Manager; Blanca Martinez Gavina, Executive Analyst; Pam Dmytrenko, Assistant City Manager; Neil Ruhland, Communications and Engagement Manager; and Kelly Wynn, Senior Office Assistant.

Others Present: Yacaira Rodriguez, MIRA Program Coordinator

Item #1	<b>REVIEW THE RESULTS AND HIGHLIGHTS OF A SERIES OF FOCUS GROUPS WITH MEMBERS OF THE RICHFIELD LATINO COMMUNITY.</b>
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City Manager Rodriguez spoke of the grant MIRA received to conduct focus groups within the City of Richfield.

Executive Analyst Martinez Gavina introduced Yacaira Rodriguez with MIRA.

Yacaira Rodriguez reviewed the mission for MIRA and the presentation outline. She began by stating MIRA received the 2020 Social Service Grant Project where over the course of four weeks, MIRA conducted a series of focus groups which concentrated on expanding Latino/Immigrant outreach in the Richfield community. She spoke of the difficulties for the Latino community as well as being able to conduct the focus groups during this time of COVID.

Executive Analyst Martinez Gavina reviewed the focus group highlights and the barriers indicated by the participants including: language; immigration status; transportation; and navigating city services.

Yacaira Rodriguez spoke of the places the focus group participants' accessed information regarding services: Facebook; MIRA; PICA Head Start; relatives; schools; and WhatsApp. She also reviewed the information and services residents want: more programming, activities and support for the Latinx community in Spanish; information and training on Public and Fire Safety; access to affordable housing; transportation access; and adult education access.

Executive Analyst Martinez Gavina stated residents would like to know how to learn more about city government. Residents would like more information on who to contact and how to connect with the city. She then spoke of how the participants also assisted in handing out COVID-19 surveys to Latinx community members and how 70 surveys were completed and returned to city staff.

Yacaira Rodriguez reviewed next steps and questions the participants had for the city in how they will move forward with the information. They would like to hear from the city and how the city will move forward in providing more information and services for the Latinx community.

Mayor Regan Gonzalez thanked everyone for the time and leadership.

Council Member Supple thanked Executive Analyst Martinez Gavina and Yacaira Rodriguez along with the focus group members who participated. She then asked if this presentation could be shared with the public and Human Rights Commission.

Executive Analyst Martinez Gavina confirmed the presentation is available on the city's website or can be obtained from her.

Council Member Trautmann echoed thanks for the presentation. He then wondered if the city could integrate the WhatsApp into communications.

City Manager Rodriguez stated the city will follow up on looking into the application.

Council Member Whalen asked if staff already had next steps.

City Manager Rodriguez spoke of how staff is in the early steps of equity and inclusion work. The information provided will also be incorporated in the strategic planning steps. She spoke of how departments within the city will be picking up the pieces for a more coherent approach.

Council Member Garcia offered her services to volunteer after she retires from the City Council at the end of the year and gave some of her previous experience.

Mayor Regan Gonzalez would like to keep at the forefront of communications, the ever-changing demographics within Richfield. She spoke of how significant the Latino community is in Richfield and how outreach might look different when reaching out to youth versus adults. She spoke of how a flyer in Spanish is a great first step but there are many other things the city needs to do to break down deeply rooted barriers. She also stated the city used to hire outside consultants to do outreach work for Community Development and Public Works but believes this money could be utilized within the community instead of hiring outside consultants.

Council Member Whalen wondered if the six residents that participated in the focus group, could continue to be involved and provide leadership moving forward. This group of people could assist in passing information along to the community.

Executive Analyst Martinez Gavina stated many of the focus group participants would like to be involved in helping.

Yacaira Rodriguez spoke of how the participants would like to create a Latino group and meet every month for the City of Richfield.

Mayor Regan Gonzalez reiterated the support from Council and staff and would like some outreach with other local groups and organizations.

<b>Item #2</b>	<b>UPDATE ON THE NEW WEBSITE FOR THE CITY RICHFIELD</b>
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City Manager Rodriguez introduced Neil Ruhland, Communications and Engagement Manager.

Manager Ruhland began by how the Communications Department has been working hand in hand with many Latino organizations, especially around the upcoming election, to provide information about voting. He then reviewed the new website for Richfield including the process and goals. The primary goals for the website include: incorporate city branding; link to best website practices; expand communication options; improve site aesthetics; and increased mobile accessibility. He also reviewed the process which included: resident feedback; reviewed top government website providers and other city websites; studied site analytics; and held discussions with content creators.

Manager Ruhland displayed the Richfield website that is currently active and pointed out some deficiencies it has. He then gave a preview of the new site and how things will look and be more functional for residents.

Council Member Garcia commented on how happy she is to have Manager Ruhland working on this project as he is so knowledgeable and has the best interest of the residents in mind.

Council Member Garcia left the meeting at 6:46 p.m.

Council Member Trautmann commended Manager Ruhland on all his work with the site. He then asked about ADA compliance with the site.

Manager Ruhland confirmed the site is 100 percent ADA compliant as to be the most accessible to residents.

Council Member Whalen thanked Manager Ruhland for the hours spent on creating this site and making it more accessible. He then asked about future support and management of the site.

Manager Ruhland explained how the company built the site but day to day management will be done in house. However, if there are larger coding pieces or major changes, those will be done by the site management company. The new site will be more user friendly for staff.

Council Member Whalen asked about news updates that eventually expire.

Manager Ruhland spoke of how staff can archive items or create longer run times for news items.

Council Member Supple thanked Manager Ruhland for his tremendous work in making text alerts possible and a more functional mobile site.

Mayor Regan Gonzalez stated how a new site was a need for the city and this will be a huge win for all residents.

Manager Ruhland stated training will begin next week and roll out should happen by the end of November. He then thanked Council for their comments and feedback. He also thanked Kate Aitchison, Housing/Communications Specialist and Brad Drayna, Police Lieutenant for assisting in the process.

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

Date Approved: November 10, 2020

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Senior Office Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting Virtual Meeting held via WebEx

October 27, 2020

### CALL TO ORDER

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

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

*Council Members Absent:* Edwina Garcia

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; Chris Regis, Finance Director; Kristin Asher, Public Works Director; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

*Others Present:* Steve Shwanke, Inland Developers; Bob Cunningham, Inland Developers; and Rebecca Kurtz, Ehlers

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

### OPEN FORUM

Senior Office Assistant Wynn reviewed the options to participate:

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

Senior Office Assistant Wynn stated there were no comments for the open forum.

**APPROVAL OF MINUTES**

M/Whalen, S/Trautmann to approve the minutes of the (1) City Council Meeting of October 13, 2020.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Whalen: AYE

Motion carried 4-0

**Item #1****PRESENTATION OF THE CHAMBERLAIN AWARD**

Mayor Regan Gonzalez introduced the item and asked Bob Cunningham and Steve Shwanke from Inland Development Partners speak about the award.

Steve Shwanke thanked Council for the opportunity to speak during the meeting. He gave a description of National Association for Industrial and Office Parks (NAIOP).

Bob Cunningham spoke of the awards NAIOP gives out and the Chamberlain development received the NAIOP Award of Excellence. It was awarded because it was stitched into the city and fit the needs of the community. He thanked Community Development staff for their assistance in seeing this project through.

Council Member Supple congratulated everyone for receiving the award. She spoke of how difficult it was to develop housing on the east side of Richfield to fit in and Inland Development has accomplished that task.

Mayor Regan Gonzalez believed this award is well deserved. She commended staff and developers for the time spent collaborating on this project. She also mentioned it was 100 percent union built and was the first development on the east side since 1971. She applauded the developers in working with the city and keeping existing affordable housing instead of tearing them down.

**Item #2****APPROVAL OF THE AGENDA**

M/Supple, S/Whalen to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE



Trautmann: AYE

Whalen: AYE

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 a resolution amending and restating the I-35W Solutions Alliance Joint Powers Agreement. Staff Report No. 133

**RESOLUTION NO. 11785**

**RESOLUTION APPROVING THE THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE I-35W SOLUTIONS ALLIANCE**

- B. Consider the approval of a resolution authorizing the Source Water Protection Plan Implementation Grant Agreement between the City of Richfield and the Minnesota Department of Health (MDH). Staff Report No. 134

**RESOLUTION NO. 11786**

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A SOURCE WATER PROTECTION PLAN IMPLEMENTATION GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF HEALTH FOR \$2,930 TO BE USED IN THE CONTINUED PUBLIC EDUCATION AND ENFORCEMENT OF THE CITY OF RICHFIELD WELLHEAD PROTECTION PLAN – PART 2**

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

Council Member Supple commented on the attention to protect the city water as it is a very important asset.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Whalen: AYE

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 A RESOLUTION AWARDING THE SALE OF \$3,255,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B. STAFF REPORT NO. 135</b>
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Council Member Trautmann read staff report 135.

Director Regis added the bonds were issued in conjunction with the Minnehaha Creek Watershed District storm water project at Taft Lake. There needed to be a minimum threshold of savings which was adjusted.

Rebecca Kurtz reviewed the Sale Day Report results for the bonds. She congratulated the city on a AA+ bond rating due to stable general funds and previous financial planning.

Council Member Whalen asked for clarification about the savings being slightly less than first predicted.

Rebecca Kurtz explained the bid received was a 'premium bid' which meant the city received all the money needed to do the refunding of the two issues but the underwriter provided additional funds. The interest on the bond is slightly higher in the first couple years and lower in the later years.

Council Member Trautmann thanked Director Regis for keeping the city in such good financial standing.

Mayor Regan Gonzalez asked for a review of what this bond will be covering in terms of the infrastructure projects.

Director Regis explained this bond will be refunding the 2012A bond and the 2013B bond.

Rebecca Kurtz added the 2012A bond; the city will continue to levy taxes to make the debt service payments. The 2012B bond payments will be made from the Minnehaha Creek Watershed District.

M/Whalen, S/Supple to approve the attached resolution awarding the sale of General Obligation Refunding Bonds, Series 2020B, in the original aggregate principal amount of \$3,110,000; Fixing their form and specifications; Directing their execution and delivery; and providing for their payment; and providing for the redemption of bonds refunded thereby.

#### **RESOLUTION NO. 11787**

**RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,110,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND PROVIDING FOR THE REDEMPTION OF BONDS REFUNDED THEREBY**

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Whalen: AYE

Motion carried 4-0

<b>Item #6</b>	<b>APPROVAL OF THE SECOND AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF RICHFIELD AND THE MINNEHAHA CREEK WATERSHED DISTRICT WITH REGARDS TO THE LEGION/TAFT LAKE IMPROVEMENT PROJECT. STAFF REPORT NO. 136</b>
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Council Member Whalen presented staff report 136.

Director Regis provided an updated debt service schedule for the 2020B bonds. There will be \$136,000 savings for the city.

M/Whalen, S/Supple to approve the Execution of a Second Amendment to the Cooperative Agreement between the City of Richfield and the Minnehaha Creek Watershed District with respect to the Legion/Taft Lake Improvement Project.

Council Member Supple thanked staff for all their work over the years regarding this item.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Whalen: AYE

Motion carried 4-0

<b>Item #7</b>	<b>CITY MANAGER REPORT</b>
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City Manager Rodriguez provided a COVID update in that cases continue to rise. She spoke of how one third of positive cases have been linked to their place of work within their fourteen days of infection. The Deputy Registrar office will be closed for in person transactions from November 2 through November 13 to accommodate the training/transition of new software along with the high number of voters coming through the building. The city is asking staff to be vigilant in protocols including wearing masks and staying home if sick. She added the city will not be providing in-person services to customers who refuse to wear a mask with very limited exceptions.

Mayor Regan Gonzalez commended Beth VanHoose and her staff for their tremendous work during these difficult times.

City Manager Rodriguez spoke of the recently passed bonding bill which included \$6 million allocated to the City of Richfield and the 77<sup>th</sup> Underpass project. She thanked everyone involved in their work over the years to get this bill passed.

Mayor Regan Gonzalez expressed excitement for the passing of the bill and how the money will go toward revitalization of the east side of Richfield.

<b>Item #8</b>	<b>CLAIMS AND PAYROLL</b>
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M/Whalen, S/Trautmann that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>10/27/2020</b>
A/P Checks 291567 - 291995	\$ 1,596,606.59
Payroll: 157468 - 157770	692,569.96
<b>TOTAL</b>	<b>\$ 2,289,176.55</b>

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE  
 Supple: AYE  
 Trautmann: AYE  
 Whalen: AYE

Motion carried 4-0

<b>Item #9</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Supple thanked the Parks and Recreation Department for putting on the Half-Haunted Halloween event at Wood Lake Nature Center. She also commented on all the projects happening to preserve the nature center systems. She then thanked everyone involved in assisting to get the bonding bill passed. Lastly, she encouraged all residents to get out and vote.

Council Member Trautmann commended the Friends of Wood Lake and Director Markle for giving kids the opportunity to have fun outside while social distancing. He also thanked everyone involved in the 77<sup>th</sup> Underpass bonding bill.

Council Member Whalen encouraged everyone to get out and vote whether it be early or on Election Day. The city staff is happy to help with any questions.

Mayor Regan Gonzalez shared the Richfield Foundation will be doing an online fundraiser event that will showcase artists, local businesses and organizations. She commended staff for reaching out to the community during the time of COVID including focus groups in conjunction with MIRA. The city will work to incorporate the information collected into the ongoing equity work. She then spoke of the Parks

Ambassador program wrapping up that promoted the city parks, educated folks around COVID, picking up trash, engaging with residents and asking how the community is using the parks. Over 650 hours and 1,000 park visits were logged with the program. She reminded residents of the Dog Park ribbon cutting taking place on November 4 at 4:40 p.m. in Roosevelt Park. Lastly, she spoke of how she was impressed with number of CARES kits delivered to vulnerable residents and families participating in the Kids at Home program.

<b>Item #10</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:58 p.m.

Date Approved: November 10, 2020

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Senior Office Assistant

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Katie Rodriguez  
City Manager



**STAFF REPORT NO. 137**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police  
11/2/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

Consider approval of setting a public hearing to be held on December 8, 2020, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2021 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Los Sanchez Taqueria II, LLC d/b/a Los Sanchez Taqueria, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, Fred Babcock VFW Post 5555 and American Legion 435 d/b/a Minneapolis-Richfield American Legion Post 435.

**EXECUTIVE SUMMARY:**

Richfield City Ordinance provides that the City Council conduct a public hearing to consider the renewal of all On-Sale Liquor license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 8, 2020, for the consideration of these license renewals.

**RECOMMENDED ACTION:**

By Motion: Approve the setting of a public hearing to be held on December 8, 2020, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2021 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Los Sanchez Taqueria II, LLC d/b/a Los Sanchez Taqueria, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, Fred Babcock VFW Post 5555 and American Legion 435 d/b/a Minneapolis-Richfield American Legion Post 435.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The On-Sale Liquor licenses for restaurant establishments will expire on December 31, 2020.
- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 8, 2020, will provide ample time to complete the licensing

process before January 1, 2021.

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

Richfield City ordinance provides that the City Council conduct a public hearing to consider all On-Sale Intoxicating Liquor license renewals.

C. **CRITICAL TIMING ISSUES:**

Current On-Sale Intoxicating Liquor licenses will expire on December 31, 2020.

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

Schedule the hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at the meeting.



**STAFF REPORT NO. 138**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police  
11/2/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of setting a public hearing to be held on December 8, 2020, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer licenses for 2021 for Metro Pawn and Gun, Inc.**

**EXECUTIVE SUMMARY:**

Richfield City ordinance requires that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 8, 2020, for the consideration of these license renewals.

**RECOMMENDED ACTION:**

**By motion: Approve the setting of a public hearing to be held on December 8, 2020, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer licenses for 2021 for Metro Pawn and Gun, Inc.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2020.
- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 8, 2020, will provide ample time to complete the licensing process before January 1, 2021.

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

Richfield City ordinance provides that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewals.

**C. CRITICAL TIMING ISSUES:**

Current Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2020.

**D. FINANCIAL IMPACT:**



None

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

Schedule the hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at the meeting.



**STAFF REPORT NO. 139**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police  
11/3/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

Consider approval of setting a public hearing to be held on December 8, 2020, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2021 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, LRFC, LLC d/b/a Local Roots Food & Coffee, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant, and O'Reilly Custom 6, LLC d/b/a Sandy's Tavern.

**EXECUTIVE SUMMARY:**

Richfield City ordinance provides that the City Council conduct a public hearing to consider the renewal of all On-Sale Wine and 3.2 Percent Malt Liquor license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 8, 2020, for the consideration of these license renewals.

**RECOMMENDED ACTION:**

By motion: Approve the setting of a public hearing to be held on December 8, 2020, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2021 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, LRFC, LLC d/b/a Local Roots Food & Coffee, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant, and O'Reilly Custom 6, LLC d/b/a Sandy's Tavern.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The On-Sale Wine and 3.2 Percent Malt Liquor licenses for restaurant establishments will expire

on December 31, 2020.

- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 8, 2020, will provide ample time to complete the licensing process before January 1, 2021.

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

Richfield City ordinance provides that the City Council conduct a public hearing to consider all On-Sale Wine and 3.2 Percent Malt Liquor license renewals.

C. **CRITICAL TIMING ISSUES:**

Current On-Sale Wine and 3.2 Percent Malt Liquor licenses will expire on December 31, 2020.

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

Schedule the hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at the meeting.



**STAFF REPORT NO. 140**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Jay Henthorne, Public Safety Director/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
10/23/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the adoption of a resolution to accept a grant of \$10,601.55 from the Office of Justice Programs for bullet proof vests.**

**EXECUTIVE SUMMARY:**

The U.S Department of Justice, Office of Justice Programs, through their Bulletproof Vest Partnership/Body Armor Safety Initiative (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is designed to provide a critical resource to state and local law enforcement. The Richfield Department of Public Safety has participated in this grant since 2003. This grant allows the department to continually replace bulletproof vests that are out of warranty coverage.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution accepting the grant of \$10,601.55 from the Office of Justice Programs for bullet proof vests.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$522 million in for the purchase of over one million vests (1,395,976 as of February, 2020).
- The Richfield Department of Public Safety has received a total of \$83,219.17 over sixteen years.
- Based on data collected and recorded by BJA staff, following 2 years of decline law enforcement officer line-of-duty deaths, the country realized a dramatic 37% increase in officer deaths in 2010. Fifty-nine (59) of the 160 officers killed in 2010 were shot during violent encounters; a 20% increase over 2009 numbers.
- BVP funds cover 50% of the cost of an individual vest.

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

- Minnesota Statute 465.03 requires that every acceptance of a grant of devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and passed by more

than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

**C. CRITICAL TIMING ISSUES:**

The Bulletproof Vest Partnership requires that the vests are ordered on or after April 1, 2020. The deadline to request payments from the FY 2019 award funds is August 31, 2022, or until all available FY 2020 funds have been exhausted.

**D. FINANCIAL IMPACT:**

The amount of the grant is \$10,601.55.

**E. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

Council could deny the resolution to accept the grant from the Department of Justice, Office of Justice Programs; however, the contributions would help defray the costs of replacing the bulletproof vests for the Department of Public Safety.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter

## **RESOLUTION NO.**

### **RESOLUTION APPROVING THE GRANT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND RICHFIELD POLICE FOR BULLETPROOF VESTS**

**WHEREAS**, following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers; and,

**WHEREAS**, the U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries; and,

**WHEREAS**, the Bulletproof Vest Partnership (BVP) was created by the Bulletproof Vest Partnership Grant Act of 1998 and is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement; and,

**WHEREAS**, the Richfield Department of Public Safety has been informed that a grant has been awarded to the department by the U.S. Department of Justice, Office of Justice Programs under their Bulletproof Vest Partnership (BVP) program, for \$10,601.55 for the purchase of ballistic vests; and,

**WHEREAS**, the BVP grant is under the Fiscal Year 2020 BVP awards, allowing purchases beginning on or after April 1, 2020 until August 31, 2022, or until all available 2019 award funds have been requested.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, Minnesota, that the Public Safety Department and the Deputy Director of Public Safety will enter into an agreement to receive grant money for Richfield's bulletproof vest expenditures as outlined in the agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of November 2020.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 141**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police  
10/22/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a request for a new Secondhand Goods Dealer license for Marquis Jewelers, Inc. d/b/a Wedding Day Diamonds, located at 700 West 78th Street.**

**EXECUTIVE SUMMARY:**

On October 2, 2019, the City received an application for a new Secondhand Goods Dealer license for Marquis Jewelers, Inc. d/b/a Wedding Day Diamonds, located at 700 West 78th Street. All required information, documents, and fees have been received.

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

**RECOMMENDED ACTION:**

**By Motion: Approve the request for a new Secondhand Goods Dealer license for Marquis Jewelers, Inc. d/b/a Wedding Day Diamonds, located at 700 West 78th Street.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

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

- The applicant has paid the required licensing fees.
- The required proof of liability insurance has been submitted showing Milford Casualty Insurance as affording coverage.
- The required license and permit bond for \$1500.00 issued by Western Surety Company.
- All real estate and personal property taxes due and payable for the premises have been paid.
- A criminal background check was conducted on the applicants and no criminal histories were found.

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

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

**C. CRITICAL TIMING ISSUES:**

There are no critical timing issues.

D. **FINANCIAL IMPACT:**

Licensing fees have been received.

E. **LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

Deny the request for the Secondhand Goods Dealer license for Marquis Jewelers, Inc. d/b/a Wedding Day Diamonds; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Wedding Day Diamonds Representative





**STAFF REPORT NO. 142**  
**CITY COUNCIL MEETING**  
**11/10/2020**

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/3/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a contract renewal with Adesa Minneapolis for 2020-2021 for auctioning forfeited vehicles from Public Safety/Police.**

**EXECUTIVE SUMMARY:**

Adesa is a company used by the Public Safety Department to store and auction-off seized vehicles. The City currently has a contract with Adesa and would like to renew the contract for the year 2020-2021.

**RECOMMENDED ACTION:**

**By motion: Approve the renewal of the 2020-2021 auction service contract between the City of Richfield and Adesa Minneapolis, for the auctioning of forfeited vehicles from Public Safety/Police.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Adesa's performance during the past year of the contract period was satisfactory. They auction forfeiture vehicles for many cities, including the City of Bloomington.
- Adesa Minneapolis has submitted the new contract for 2020-2021. No changes were made to the services they provide.

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

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

**C. CRITICAL TIMING ISSUES:**

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

**D. FINANCIAL IMPACT:**

The fees remain the same and are detailed in the contract. There is adequate funding in the Public

Safety budget to cover the costs of Adesa Minneapolis services.

E. **LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
2020/2021 Contract	Contract/Agreement

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

**THIS AGREEMENT** is made and entered into this 1st day of January, 2021 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as "ADESA").

### **WITNESSETH**

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

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

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

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

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

The term of this Agreement shall begin January 1st, 2021 and shall continue until December 31, 2021, subject to termination as provided in Article IV.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Transportation of an operable Forfeiture Vehicle to or from the City of Richfield to ADESA's designated storage within a 50-mile metro Minneapolis location site. If outside of metro Minneapolis within 50-mile radius, standard auction rates will apply: **\$50.00.**
2. Tow of an inoperable Forfeiture Vehicle (tow or trailer) to or from the City of Richfield to ADESA's designated storage within a 50-mile metro Minneapolis location site. If outside of metro Minneapolis within 50-mile radius, standard auction rates will apply site: **Not to Exceed \$100.00.**
3. Basic cleaning (Wash and Vacuum) of a Forfeiture Vehicle: **\$37.00.**
4. Complete detail of a Forfeiture Vehicle (vacuum and shampoo carpets, detail interior, etc.): **\$85.00.**
5. Repair of a Forfeiture Vehicle: Shop Rates.
6. Sale by auction of a Forfeiture Vehicle: **\$125.00.**
7. Release of a Forfeiture Vehicle prior to auction: **\$50.00** redemption, fee plus any charges (i.e., transportation).
8. Storage fee if car is not sold within 90 days: **\$3.00/day. If vehicle is stored at auction for beyond 12 months: \$5.00/day, after 24 months \$10.00/day.**
9. Inventory fee for lease of personal property: **\$25.00.**

#### IV. TERMINATION

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to either party. The City reserves the right to cancel this Agreement at any time in the event of default or violation by ADESA of any provision of this Agreement. The City may

take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

## **V. MISCELLANEOUS**

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

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

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

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

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

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

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



**CITY OF RICHFIELD**

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

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

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

BY: \_\_\_\_\_  
City Manager

**ADESA MINNEAPOLIS General Manager**

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

BY: \_\_\_\_\_  
ADESA Minneapolis General Manager Name

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

BY: \_\_\_\_\_  
ADESA Minneapolis Signature



**STAFF REPORT NO. 143**  
**CITY COUNCIL MEETING**  
**11/10/2020**

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

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
11/2/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution authorizing a 90-day extension for recording the Lunds of Richfield plat.**

**EXECUTIVE SUMMARY:**

On October 13, 2020, the City Council approved a final plat for LUNDS OF RICHFIELD that re-subdivides the properties at 6200 Queen Avenue and 6228 Penn Avenue. City Code requires that plats be recorded within 30 days of approval unless an extension is granted by the Council.

The applicant is working with Hennepin County to finalize the design of a turn lane from Penn Avenue. In order to provide the applicant sufficient time to work with Hennepin County staff, this recording deadline should be extended. Staff recommends that the Council authorize an additional 90 days to record the plat. This additional time will not cause any issues for the City and the plat will still be recorded well-before the building is complete.

**RECOMMENDED ACTION:**

**By motion: Approve the attached resolution granting an additional 90 days to record the final plat of Lunds of Richfield.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

The City has granted similar extensions in the past.

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

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

C. **CRITICAL TIMING ISSUES:**

See Executive Summary

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Brad Lis, representing Lunds

**ATTACHMENTS:**

Description	Type
☐ Resolution - Extension	Resolution Letter
☐ Approved Resolution - Plat	Exhibit
☐ Plat	Exhibit

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

**RESOLUTION GRANTING AN EXTENSION OF  
PLATTING DEADLINE  
FOR THE LUNDS OF RICHFIELD PLAT**

**WHEREAS**, by Resolution No. 11783, adopted on October 13, 2020, the City Council approved a final plat for LUNDS OF RICHFIELD; and

**WHEREAS**, Subsection 500.29, Subdivision 3 of the Richfield City Code requires that plats approved by the Council shall be filed within 30 days unless an extension of the time for filing is granted by the Council upon good cause shown, within said 30-day period; and

**WHEREAS**, the Applicant has requested additional time to finalize access coordination with Hennepin County, owner of the adjacent Penn Avenue (CSAH 32); and

**WHEREAS**, due to the need to coordinate with the Hennepin County to ensure safe access to the property, the City Council wishes to provide the additional time requested.

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

1. The City Council extends the approvals granted by Resolution No. 11783 for a period not to exceed 120 days from October 13, 2020.
2. The deadline for recording is hereby extended to no later than February 10, 2021.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of November, 2020.

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

ATTEST:

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

**RESOLUTION NO.**

**RESOLUTION GRANTING APPROVAL  
OF A FINAL PLAT FOR  
LUNDS OF RICHFIELD**

**WHEREAS**, Lund Real Estate Holdings, LLC ("Applicant") has requested approval of a final plat that combines two parcels of land currently addressed as 6200 Queen Avenue South and 6228 Penn Avenue South and legally described as:

Parcel 1: The East 158 feet of the South 160 feet of the North  $\frac{1}{2}$  of the East  $\frac{3}{8}$  of the Northeast Quarter of the Northeast Quarter of Section 29, Township 28, Range 24.

Parcel 2: The East 330 feet of the North  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Northeast Quarter, Except the North 175 feet thereof,

Except the South 25 feet of the North 200 feet of the East 300 feet of said Northeast Quarter and except the East 158 feet of the South 160 feet of the North  $\frac{1}{2}$  of the East  $\frac{3}{8}$  of the Northeast Quarter of the Northeast Quarter; all in Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number 845282  
Being Torrens Land

And, the North  $\frac{1}{2}$  of the East  $\frac{3}{8}$  of the East  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of Northeast Quarter; Except the North 175 feet thereof, and Except the East 330 feet thereof, Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number 848433  
Being Torrens Land

**WHEREAS**, the proposed subdivision is to be known as LUNDS OF RICHFIELD;  
and

**WHEREAS**, a public hearing was held on the proposed plat of LUNDS OF RICHFIELD on Tuesday, October 13, 2020 at which all interested persons were given the opportunity to be heard; and

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

1. The proposed plat of LUNDS OF RICHFIELD satisfies the requirements of the City's subdivision ordinances.
2. Final approval of the plat of LUNDS OF RICHFIELD is granted with the following conditions:
  - a. The Applicant must address to the City Attorney's satisfaction all items listed in the plat opinion letter prepared by the City Attorney's office.
  - b. The Applicant must address to the City Public Works Director's satisfaction all items identified by the City Engineer.
  - c. The Applicant is authorized to make minor adjustments to the plat to accommodate a required turn lane on Penn Avenue.
  - d. The Applicant must submit two mylar copies of the plat for signature by the City.

- e. The Applicant must file the final plat with the Hennepin County Recorder or Registrar of Titles within 30 days of the approval of this resolution.

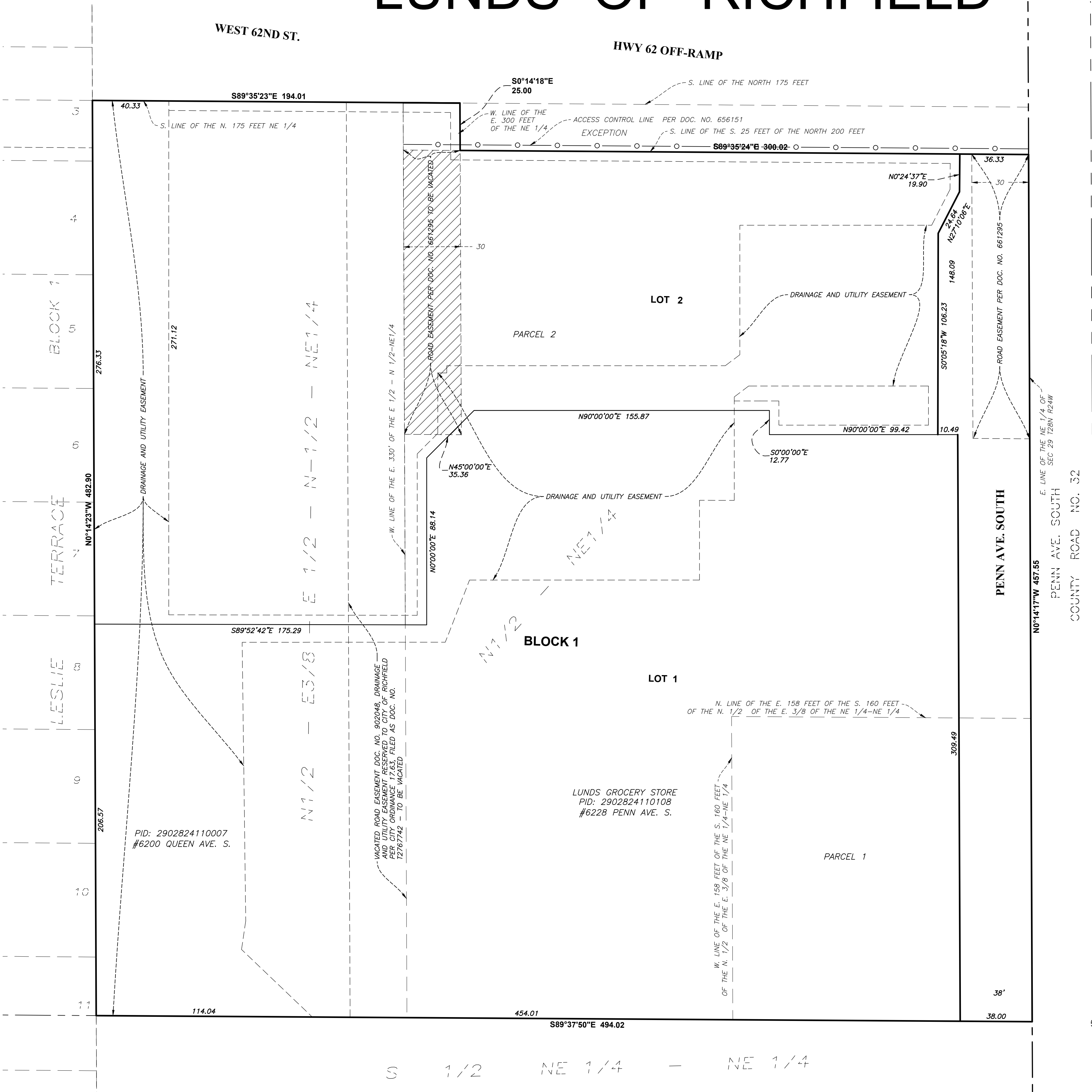
Adopted by the City Council of the City of Richfield, Minnesota this 13th day of October, 2020.

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

ATTEST:

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

PRELIMINARY PLAT OF  
LUNDS OF RICHFIELD



LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED

Tract A:  
Par 1: The East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter of Section 29, Township 28, Range 24.  
Par 2: The East 330 feet of the North 1/2 of the North 1/2 of the Northeast Quarter, Except the North 175 feet thereof, Except the South 25 feet of the North 200 feet of the East 300 feet of said Northeast Quarter and except the East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter, all in Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 845282  
Being Torrens Land

Tract B:  
The North 1/2 of the East 3/8 of the East 1/2 of the North 1/2 of Northeast Quarter, Except the North 175 feet thereof, and Except the East 330 feet thereof, Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 848433  
Being Torrens Land

PRESENT ADDRESSES

6228 PENN AVE S  
RICHFIELD, MN 55423  
AND  
6200 QUEEN AVE S  
RICHFIELD, MN 55423

TAXPAYER / PROPERTY OWNER / ADDRESS

LUND REAL ESTATE HOLDINGS, LLC, A MINNESOTA LTD. LIABILITY CO, WHOSE ADDRESS IS:  
4100 50TH STREET WEST #2100, EDINA, MINNESOTA, 55424

AREAS

TOTAL AREA TO BE PLATTED INCLUDING RIGHT-OF-WAY = 230,961 S.F. OR 5.302 ACRES  
LOT AREAS TO BE PLATTED:  
LOT 1, BLOCK 1 = 124877 S.F. OR 2.867 ACRES  
LOT 2, BLOCK 1 = 87,544 S.F. OR 2.010 ACRES  
PENN AVENUE SOUTH TO BE DEDICATED = 18,531 S.F. OR 0.425 ACRES

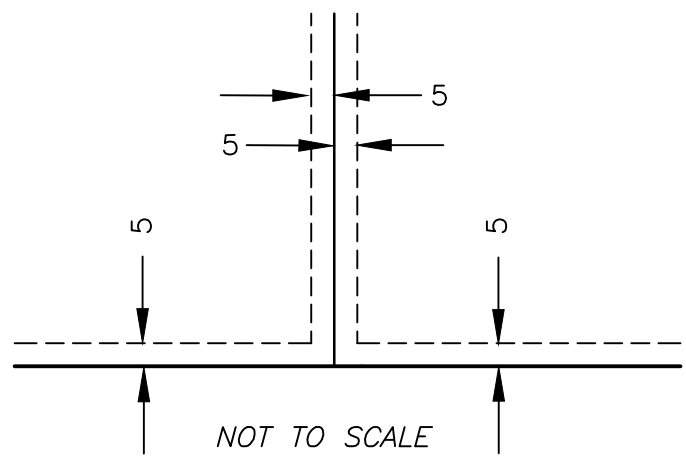
LAND SURVEYOR

WENCK ASSOCIATES,  
1800 PIONEER CREEK CENTER,  
MAPLE PLAIN, MN  
GARY BJORKLUND, MN.  
LICENSE NUMBER 46563

DATE OF PRELIMINARY PLAT SUBMITTAL

OCTOBER 14, 2019  
APRIL 6, 2020 REVISION  
APRIL 28, 2020 REVISION  
AUGUST 11, 2020 REVISION  
OCTOBER 7, 2020 REVISION

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



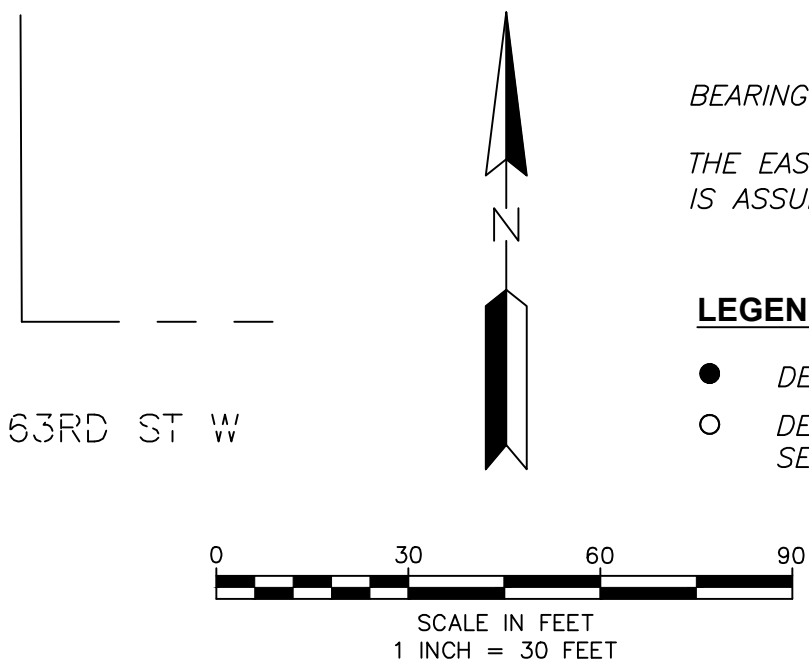
BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES  
AND BEING 5 FEET IN WIDTH AND ADJOINING PUBLIC  
WAYS AND REAR LOT LINES, UNLESS OTHERWISE  
INDICATED ON THIS PLAT.

BEARING ORIENTATION NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 29, T. 28, R. 24  
IS ASSUMED TO BEAR N0°14'17\"/>

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 46563



LUNDS OF RICHFIELD

R.T. DOC. NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That Lund Real Estate Holdings LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Hennepin, State of Minnesota to wit:

The East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter of Section 29, Township 28, Range 24.

And, the East 330 feet of the North 1/2 of the North 1/2 of the Northeast Quarter, Except the North 175 feet thereof, Except the South 25 feet of the North 200 feet of the East 300 feet of said Northeast Quarter and except the East 158 feet of the South 160 feet of the North 1/2 of the East 3/8 of the Northeast Quarter of the Northeast Quarter; all in Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 845282  
Being Torrens Land

And, the North 1/2 of the East 3/8 of the East 1/2 of the North 1/2 of Northeast Quarter; Except the North 175 feet thereof, and Except the East 330 feet thereof, Section 29, Township 28, Range 24.

Certificate of Title, Certificate Number: 848433  
Being Torrens Land

Have caused the same to be surveyed and platted as LUNDS OF RICHFIELD and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Lund Real Estate Holdings LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: Lund Real Estate Holdings LLC

By:\_\_\_\_\_, it's \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Chief Manager of Lund Real Estate Holdings LLC, a Minnesota limited liability company, on behalf of the company.

(Signature) (Name Printed)

Notary Public, \_\_\_\_\_County, Minnesota

My Commission Expires\_\_\_\_\_

SURVEYOR

I Gary Bjorklund do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Gary Bjorklund, Land Surveyor  
Minnesota License No. 46563

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_, 2019, by Gary Bjorklund.

(Signature) (Name Printed)

Notary Public, \_\_\_\_\_County, Minnesota

My Commission Expires\_\_\_\_\_

RICHFIELD, MINNESOTA

This plat of LUNDS OF RICHFIELD was approved and accepted by the City Council of Richfield, Minnesota, at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, Richfield, Minnesota

By: Mayor

By: Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20\_\_\_\_and prior years have been paid for land described on this plat, dated this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

Mark V. Chapin, County Auditor By\_\_\_\_\_ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MINN. STAT. Sec. 383B.565 (1969) this plat has been approved this\_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_.

Chris F. Mavis, County Surveyor By\_\_\_\_\_

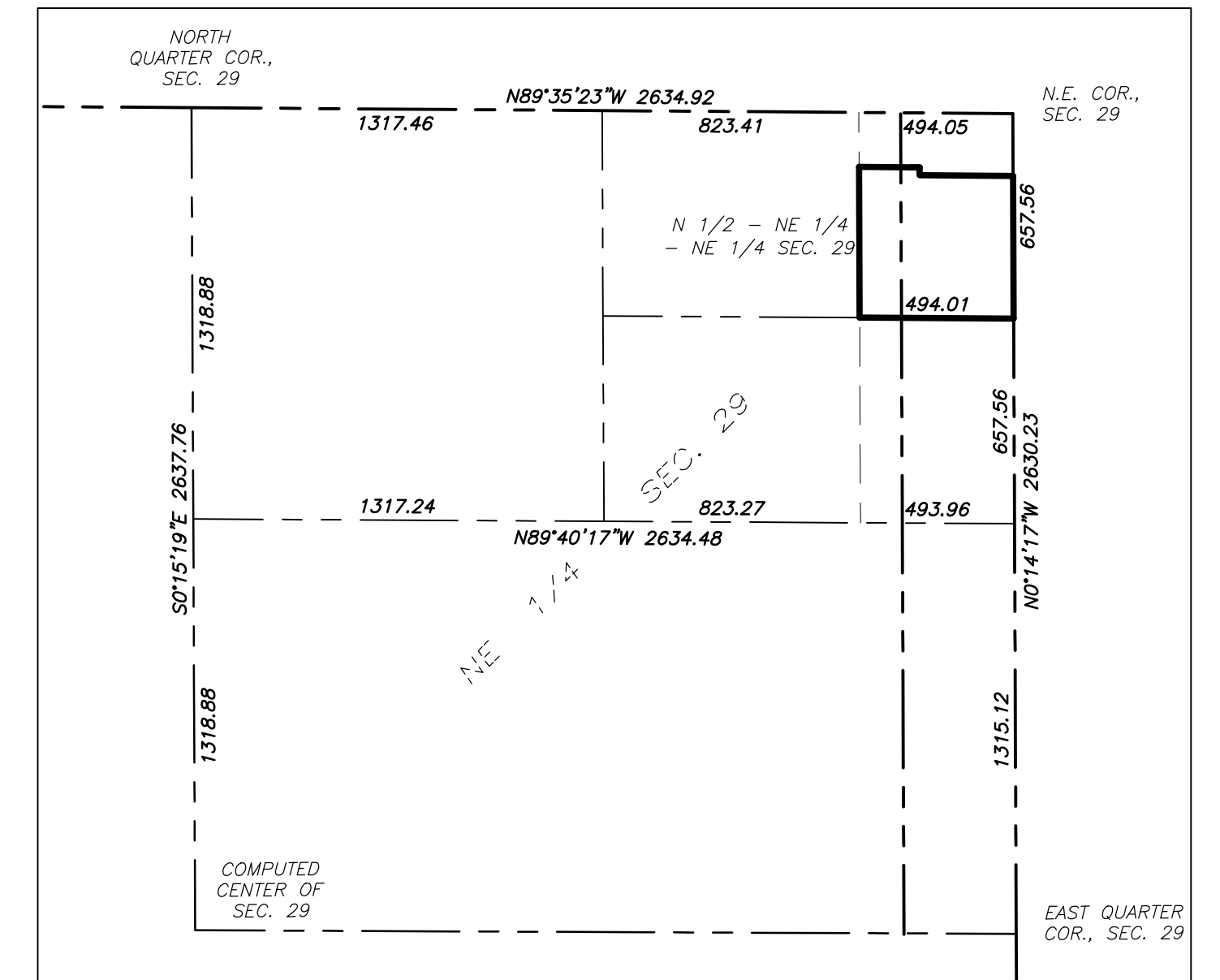
REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of PROSPECT PARK SENIOR HOUSING was recorded in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ o'clock \_\_\_\_M.

Martin McCormick, Registrar of Titles By\_\_\_\_\_ Deputy

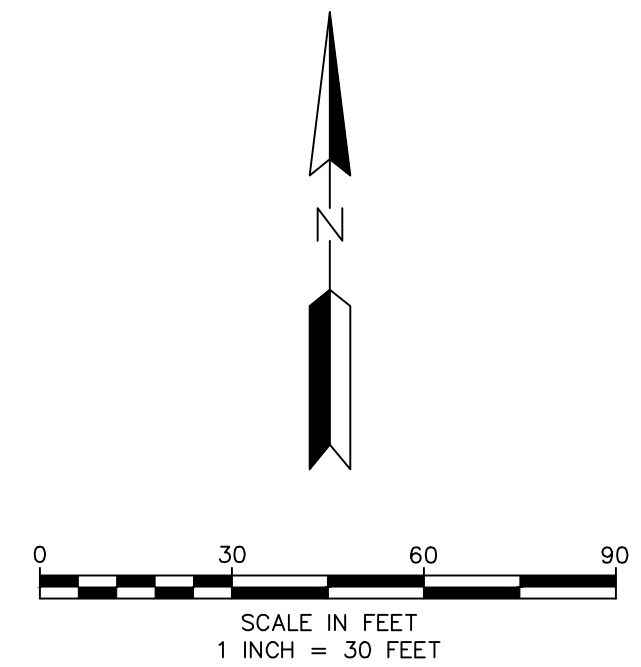


R.T. DOC. NO. \_\_\_\_\_

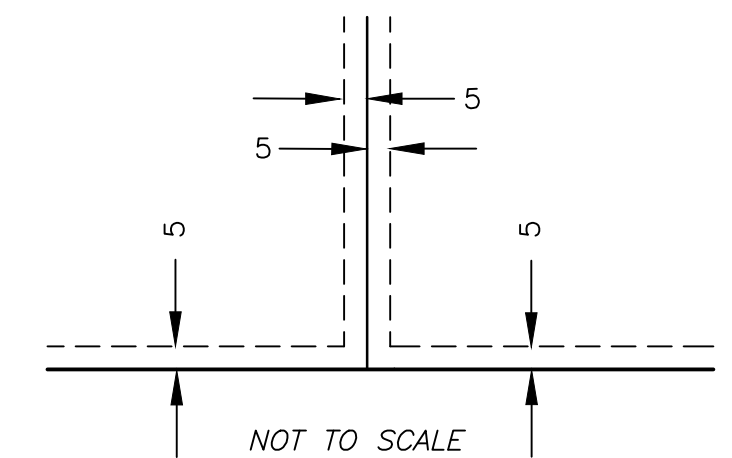


DETAIL OF BOUNDARY THE NORTHEAST QUARTER OF SECTION 29, TWP. 28, RGE 24

NOT TO SCALE



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES  
AND BEING 5 FEET IN WIDTH AND ADJOINING PUBLIC  
WAYS AND REAR LOT LINES, UNLESS OTHERWISE  
INDICATED ON THIS PLAT.

BEARING ORIENTATION NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 29, T. 28, R. 24  
IS ASSUMED TO BEAR N00°14'17"W.

### LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 46563
- ⦿ DENOTES FOUND CAST IRON PUBLIC LAND SURVEY MONUMENT





**STAFF REPORT NO. 144**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director  
11/3/2020

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the renewal of the agreement for assessment services with Hennepin County.**

**EXECUTIVE SUMMARY:**

In 1981, the City of Richfield entered into the first of a series of four-year contracts with Hennepin County for assessment services. Prior to that time, assessment services were performed by a City assessing staff consisting of a City Assessor and three Property Appraisers.

The current contract with Hennepin County expired on July 31, 2020. Due to changes in the contract relating to the timing of the payments to Hennepin County, the contract is now past due the original August 1, 2020 renewal date. The City must take action to renew the contract with Hennepin County or hire a City Assessor and property appraising staff.

**RECOMMENDED ACTION:**

**By Motion: Authorize the Mayor and City Manager to execute renewal contract number A2010425 with Hennepin County for the purchase of assessment services for the period commencing August 1, 2020 and ending July 31, 2024.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The assessment service provided by Hennepin County during the past 40 years has been extremely responsive and professional.

Hennepin County assigns well-trained and knowledgeable staff to perform the Richfield assessment.

The City has no less local control of the assessment process under contract with Hennepin County than it would if the assessment was performed by City Staff.

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

Since 1981 the City has made the decision to contract with Hennepin County for assessment services.

**C. CRITICAL TIMING ISSUES:**

If the City were to consider terminating this contract, the City would need to begin immediately to assemble a City property assessment staff.

The current contract expired at the end of July and due to changes in the contract relating to timing of

payments to Hennepin County it is now past due the original August 1, 2020 renewal date.

**D. FINANCIAL IMPACT:**

The cost of purchasing the base assessment service from Hennepin County is \$350,000 per year starting with the 2020 assessment.

The cost of the 2021 base assessment is \$360,000.

The cost estimate of providing an in-house City Assessor and Appraiser staff would be approximately \$462,770 based on metro area city assessing staff average salaries plus benefit cost calculation of 33% of salary.

**E. LEGAL CONSIDERATION:**

The City and County may enter into a legal contract for the provision of this service.

**ALTERNATIVE RECOMMENDATION(S):**

The City could elect not to renew this contract with Hennepin County. However, if this contract were not renewed, the City would have to hire at least three new employees to provide this service.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

Description	Type
□ Test	Contract/Agreement

**AGREEMENT**

THIS AGREEMENT, made and entered into by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF "RICHFIELD", a political subdivision of the State of Minnesota, hereinafter referred to as "CITY";

WHEREAS, said CITY lies wholly within the COUNTY OF HENNEPIN and constitutes a separate assessment district; and

WHEREAS, under such circumstances, the provisions of Minnesota Statutes, Section 273.072 and Minnesota Statutes, Section 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY is willing to cooperate with said CITY by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The COUNTY shall perform the 2021, 2022, 2023, and 2024 property assessment for the CITY OF RICHFIELD in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services

which are set forth in Exhibit A, attached hereto and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.

2. All information, records, data, reports, etc. necessary to allow the COUNTY to carry out its herein responsibilities shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

3. The CITY agrees to furnish, without charge, secured office space needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably two (2) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

4. The CITY also agrees to provide appropriate desk and office furniture as necessary copying machines and fax machines and their respective supplies, and telephone and internet service to the COUNTY, all without charge to the COUNTY.

5. It shall be the responsibility of the CITY to have available at the CITY's offices, or via telephone or teleconference, a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters.

6. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status,

sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

10. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort,

warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

11. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

12. This Agreement shall commence on August 1, 2020 and shall terminate on July 31, 2024. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2024. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2024 this Agreement shall terminate on July 31, 2024.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2024. Either party may terminate this Agreement: 1) immediately for "just cause", as defined herein, or 2) for any reason, upon providing 120 days prior written notice to the other party. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment, to the extent the non-completion was not directly caused by a material breach of



this agreement by the County.

For the purpose of this Agreement, the term "just cause" shall mean the failure of any party hereto reasonably to perform a material responsibility arising hereunder.

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Three Hundred Sixty Thousand Dollars (\$360,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of printing/mailing value notices, Chapter 278 tax court petitions, processing all homestead applications, appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$360,000 may also be increased by the COUNTY if:

- (1) The COUNTY determines that any cost to the COUNTY in carrying out any aspect of this Agreement has increased, including but not limited to the following types of costs: **new construction and new parcel appraisals, mileage, postage, supplies, labor (including fringe benefits) and other types of costs, whether similar or dissimilar;** and/or
- 2) The COUNTY reasonably determines that other costs should be included in the costs of assessment work.

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such

increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

Failure of the COUNTY to give the CITY a price-change notice by June 15 shall not preclude the COUNTY from giving CITY such notice after said date but prior to August 1 of any year, provided that if such price increase exceeds said seven and one half percent (7.5%) - all as above set forth - the CITY may cancel this Agreement if the COUNTY receives notice thereof not later than thirty-nine (39) days from the date of receipt by the CITY of any said late price-change notice, provided further that any such cancellation shall be effective not earlier than five (5) days after COUNTY's receipt of said cancellation notice and not later than forty-six (46) days after the CITY's receipt of any said price-increase notice.

Payment for each assessment shall be made in the following manner:

Any bill from the COUNTY for the current year's assessment which is received by the CITY before August 1 of the current year shall be due on September 1 of said year, provided that the CITY may elect to pay said bill before said date. Any bill received by the city after August 1 shall be due no later than thirty (30) days after the CITY's receipt

thereof.

14. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY:	City Manager City of Richfield 6700 Portland Ave Richfield, MN 55423
TO COUNTY:	Hennepin County Administrator 2300A Government Center Minneapolis, MN 55487
copies to:	County Assessor Hennepin County 2103A Government Center Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the respective parties under Paragraphs 7, 8, 9, 12, and 13 hereof and the obligations of each party which, by their sense and context, are intended to survive the performance thereof by the same party, shall so survive the completion of performance, termination or cancellation of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
by its duly authorized officers and delivered on its behalf, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

Reviewed by County  
Attorney's Office:

By: \_\_\_\_\_  
Chair of the County Board

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

And: \_\_\_\_\_  
Assistant/Deputy/County Administrator

ATTEST: \_\_\_\_\_  
Deputy/Clerk of the County Board

CITY OF RICHFIELD

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

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

And: \_\_\_\_\_

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

City organized under:

\_\_\_\_\_ Statutory \_\_\_\_\_ Option A \_\_\_\_\_ Option B X \_\_\_\_\_ Charter

**EXHIBIT A**  
**CITY OF RICHFIELD**

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals; defend and/or negotiate all Tax Court cases.
13. Provide all computer hardware and software applications necessary to complete contracted services.
14. Process all homestead and special program applications.



**STAFF REPORT NO. 145**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Nellie Jerome, Assistant Planner / Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
11/2/2020

OTHER DEPARTMENT REVIEW: Mary Tietjen, City Attorney

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing and consider an appeal to the Board of Adjustments and Appeals regarding the Planning Commission's denial of a variance to allow a 25.5-foot driveway at 2015 Forest Drive.**

**EXECUTIVE SUMMARY:**

In 2019, the owners of 2015 Forest Drive applied for several variances in order to construct a new, attached garage. The variances were for a side setback reduction, permission to exceed the maximum total number of accessory storage buildings, and permission to exceed the total allowable square footage for accessory and garage space. The initial plan submitted with the variance application by the owner's contractor included a driveway that was wider than the 20-foot maximum width permitted. The contractor was notified in writing that the maximum driveway width was 20 feet and a revised plan that met the requirement was submitted. This plan was approved by the Planning Commission on July 22, 2019.

In Spring of 2020, without first applying for a driveway permit, a 25.5 foot wide driveway was constructed. Planning staff notified the contractor that a driveway permit was required and that the driveway must be modified to meet the 20-foot requirement that had previously been explained. Staff discussed the situation with both the contractor and property owners, stating that the excess pavement on either side of the curb cut would have to be removed, but that a walkway could remain adjacent to the garage. Staff explained the criteria for variances and that we would not be able to recommend approval of a variance for the driveway. The property owners opted to apply for a variance to allow the driveway to remain as-is.

On September 28, 2020, finding that criteria were not met, the Planning Commission denied the variance (4-3). The property owners are appealing the decision of the Planning Commission. The City Council, serving as the Board of Adjustments and Appeals, may hear and decide appeals of any decision made final by the Planning Commission.

State Statute allows for the granting of variances if an applicant can meet a three-factor "practical difficulties" test and if the variance is in harmony with the general purpose and intent of the ordinance and Comprehensive Plan.

There are three criteria used in Statute to establish whether or not there is a "practical difficulty," and all three criteria must be met:

1. The proposed use must be reasonable;
2. The landowner's problem must be due to circumstances that are unique to the property and not caused by the landowner. (The uniqueness generally relates to the physical characteristics of the property, not personal preferences); and
3. The variance, if granted, will not alter the character of the neighborhood.

In this instance, while criteria 1 and 3 may be met, there are no unique circumstances (criteria 2) that prevented the landowner from installing a driveway that met the Code requirements. There are no topographical, or other unique features of the property, that prevented a compliant driveway from being installed.

The applicant has argued that the after-the-fact removal of the non-compliant portions of the driveway constitutes a practical difficulty. In accordance with Statute; however, the practical difficulty would have had to have been present prior to the construction of the driveway. In other words, there had to have been a feature of the property (that had not been created by the landowner) that caused a difficulty in installing a compliant driveway. Further, State Statute specifically states that economic considerations alone do not constitute a practical difficulty.

The applicant has also argued that the situation was not created by the landowner, but rather by the landowner's contractor. In the eyes of the law, the landowner is the responsible party for work that occurs on their property. If the contractor did this work without the owner's knowledge or consent, then the owners would likely have a claim against the contractor for any expenses incurred to correct the situation.

City staff has discussed this case thoroughly with the City Attorney and continues to recommend denial based on the fact that the variance request does not meet Statutory requirements.

The City Attorney has provided staff with the guidance that approval of a variance falls under the category of a "quasi-judicial" action rather than a "legislative" action; meaning that the City Council's role is to determine whether granting of the variance would be allowed under state statutes and local ordinances rather than whether the variance request is preferable or of merit. The City Attorney further added that a City Council has much less discretion in a quasi-judicial action than many actions that a City Council is asked to consider.

### **RECOMMENDED ACTION:**

**Conduct and close a public hearing and by motion: Adopt a resolution denying an appeal from the decision of the Planning Commission and affirming the Planning Commission's decision to deny a variance for a driveway wider than the allowed maximum at 2015 Forest Drive.**

### **BASIS OF RECOMMENDATION:**

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

See Executive Summary and Legal Considerations.

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

2015 Forest Drive is zoned Low-Density Single-Family Residential (R-1). Driveway requirements are established in Zoning Code Subsection 518.05, Subdivision 6. In the R-1 district, the maximum driveway width in front yard areas is 20 feet.

The findings necessary to approve a variance can be found in Subsection Subsection 547.11 of the City Code and Minnesota Statute Subsection 462.357, Subdivision 6. Minnesota Statute is quoted below:

*Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in*



*complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.*

No practical difficulty can be established.

- The purpose and intent of the regulation is to limit front yard parking and impervious surface; a larger-than-necessary driveway is not in harmony with this intent.
- There are no features unique to the property that would have prevented the construction of a compliant 20-foot wide driveway.
- The applicants have created their own situation in that an agent of the applicant constructed the non-compliant driveway without application of a driveway permit, and after being notified both verbally and in writing of the maximum allowable width.

**C. CRITICAL TIMING ISSUES:**

Per Subsection 547.11, Subd. 8. Any person aggrieved by the decision of the Planning Commission in a variance case may appeal such decision if a written notice of appeal and the fee set by Appendix D of the City Code is submitted to the Director of Community Development within 10 days of the date of the decision. A decision was made by the Planning Commission on September 28, 2020. A written request for an appeal and the associated fee were received on October 8, 2020.

**D. FINANCIAL IMPACT:**

None.

**E. LEGAL CONSIDERATION:**

- In 2018, the City Council considered a similar appeal of a variance decision related to a garage that had been built within the setback at 6400 Pillsbury Avenue. In similar circumstances, the applicant had been notified of the setback requirement prior to construction, but argued that the structure had been built by a contractor and that it would constitute a practical difficulty to move the structure. The Council denied the appeal and the City eventually took the landowner to court to force compliance.
- It is the opinion of the City Attorney that this situation is very similar to that of the 6400 Pillsbury case.
- The City Attorney has also expressed concerns that a decision to grant the requested variance could set a precedent in cases where a homeowner could plead ignorance about what their contractors are doing as a way of obtaining variances from Code requirements.
- Notice of this public hearing was published in the Sun Current newspaper on October 29, 2020.

**ALTERNATIVE RECOMMENDATION(S):**

Provide staff with rationale by which the application meets all three statutory requirements and continue the item to a subsequent City Council Meeting for staff to prepare a Resolution containing such findings.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Christine and Renato Krsnik, applicants

**ATTACHMENTS:**

Description	Type
❑ Resolution	Resolution Letter
❑ Approved Driveway 2019	Exhibit
❑ As-Built Survey 2020	Exhibit

- Existing Driveway Photo
- ARC Report (2019)
- Zoning Map

- Backup Material
- Backup Material
- Backup Material

## **RESOLUTION NO.**

### **RESOLUTION DENYING AN APPEAL FROM THE DECISION OF THE PLANNING COMMISSION AND AFFIRMING THE PLANNING COMMISSION'S DECISION DENYING A VARIANCE AT 2015 FOREST DRIVE**

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of a variance on the parcel of land commonly known as 2015 Forest Drive (the "property") and legally described as:

Lot 4, Block 9, Fairwood Park, Hennepin County, Minnesota

**WHEREAS**, Richfield Zoning Code, Subsection 518.05, Subdivision 6, states that the maximum driveway width in front yard areas of the R-1 (Low Density Residential) District is 20 feet; and

**WHEREAS**, the driveway at 2015 Forest Drive is 25.5 feet wide; and

**WHEREAS**, Minnesota Statutes Section 462.357, Subdivision 6, provides for the granting of variances to the literal provisions of the zoning regulations in instances where enforcement would cause "practical difficulty" to the owners of the property under consideration; and

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing and denied the variance application at its September 28, 2020 meeting; and

**WHEREAS**, the City Council serves as the Board of Adjustments and Appeals, to hear and decide appeals of any decision made final by the Planning Commission, pursuant to Richfield Zoning Code Section 547.05 and Minnesota Statutes 462.354; and

**WHEREAS**, an application has been filed with the Board of Adjustments and Appeals requesting appeal from the decision of the Planning Commission; and

**WHEREAS**, the City Council held a public hearing for the requested appeal from the Planning Commission decision at its November 10, 2020 meeting; and

**WHEREAS**, notice of the public hearing was published in the Sun-Current newspaper; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHFIELD, ACTING AS THE BOARD OF ADJUSTMENTS AND APPEALS, HEREBY RESOLVES AS FOLLOWS:**

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above, as well as the following:

With respect to the application for a variance to the maximum driveway width requirement, the City Council makes the following findings:

- a. Strict enforcement of Zoning Code Subsection 518.05, Subd. 6 does not cause a practical difficulty. The property owner could have installed a 20-foot wide driveway complying with requirements.

- b. No unique circumstances apply to the property that do not apply generally to other properties in the Low Density Residential (R-1) District. The applicant has created their current circumstances by hiring contractors that installed a noncompliant driveway without first obtaining a permit, and after being notified both verbally and in writing about the maximum width.
  - c. The variance requested is not in harmony with the intent of Zoning Code Subsection 518.05, Subd. 6. The intent of the driveway width maximum is to limit front yard parking and impervious surface. A driveway that is larger than necessary is not in keeping with this intent.
- 2. Based on the foregoing findings, the application for an appeal from the Planning Commission decision denying a variance to the maximum driveway width requirements is denied.
  - 3. The applicant is ordered to bring the driveway into compliance with the provisions of the Richfield Zoning Code within 60 days. The applicant must first obtain all required permits and pay all required permit fees.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of November 2020.

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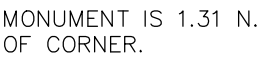
Maria Regan-Gonzalez, Mayor

**ATTEST:**

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Elizabeth VanHoose, City Clerk

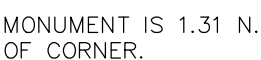
CB=S88°06'52"E CH=107.85  
 $\Delta=1^{\circ}14'17''$  R=4991.43 L=107.85



- DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 48634.
- DENOTES FOUND IRON MONUMENT.
- DENOTES BITUMINOUS SURFACE TO BE REMOVED.
- DENOTES FENCE LINE.

BEARINGS SHOWN HEREON ARE ORIENTED TO  
THE HENNEPIN COUNTY COORDINATE SYSTEM,  
NAD 83, 1996 ADJUSTMENT (HARN)

BK. NA	PG. NA	W.O.#	DRAWING NUMBER
SHEET 1 OF 1 SHEETS		19-427	S-8156



**EXISTING PROPERTY DESCRIPTION**  
(Document No. 919102)

Subject to restrictions, reservations and easements of record, if any.

- 852 SQ. FT.

BEARINGS SHOWN HEREON ARE ORIENTED TO  
THE HENNEPIN COUNTY COORDINATE SYSTEM,  
NAD 83, 1996 ADJUSTMENT (HARN)

1112 HIGHWAY 55, SUITE 201, HASTINGS, MN 55033  
(651) 438-0000

Mitchell A. Scofield  
Minnesota License No. 48634  
Date: 6/16/20

BK. NA	PG. NA	W.O.#	DRAWING NUMBER
SHEET 1 OF 1 SHEETS		19-427	S-8156







Community Development Department  
Planning & Zoning

## ADMINISTRATIVE REVIEW COMMITTEE (ARC) REPORT

**MAYOR**

MARIA REGAN  
GONZALEZ

**CITY COUNCIL**

EDWINA GARCIA  
MARY SUPPLE  
SIMON TRAUTMANN  
BEN WHALEN

**CITY MANAGER**

KATIE RODRIGUEZ

HBRE

ATTN: Robbie Hyland  
1143 South Shore Drive  
Plymouth, MN 55441

July 2, 2019

**Subject:** Variance – 2015 Forest Dr, Richfield, MN 55423

Dear Mr. Hyland:

Below are the comments from the Administrative Review Committee (ARC) regarding your application. Your application will not be considered complete until the items identified as "Required for consideration of land use approvals" have been submitted / addressed. In order to be considered by the Planning Commission on Monday, July 22<sup>nd</sup>, these items must be submitted to the City by **4:00 p.m. on Monday, July 8th.**

All additional information and/or plans listed in this report and attachment(s) must be submitted prior to issuance of building permits, unless otherwise indicated. **Please carefully review these items, as certain requirements can be costly.** If you have questions about any particular item, please contact the staff person(s) indicated. All City/Zoning code sections referenced are available on the City's website: [richfieldmn.gov/zoningcode](http://richfieldmn.gov/zoningcode).

**Planning and Zoning / Community Development**

*Sadie Gannett, Ph. 612-861-9758*

**Required for consideration of land use approvals**

- A revised survey showing a maximum width of 20 feet on the driveway, a setback for the front corner of the garage, as well as the square footage of the proposed garage listed under the 'proposed accessory structure area'. See attached survey for details.
- Application fee of \$350.

**Inspections**

*Rick Regnier, Ph. 612-861-9862*

- Please submit two complete sets of revised plans if variance is approved.

If you have any questions regarding these requirements, please call the staff person listed.

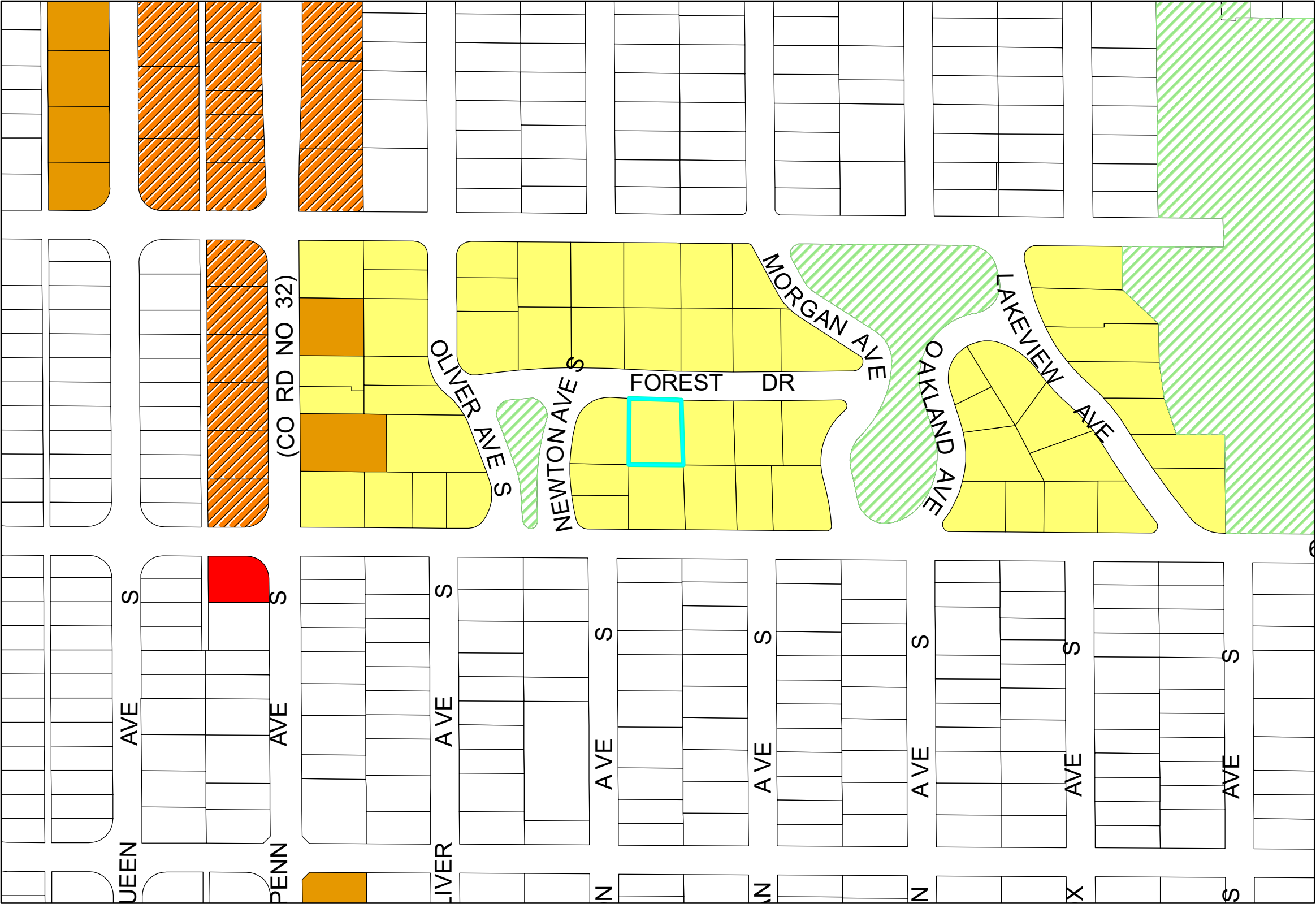
Sincerely,

Sadie Gannett  
Assistant Planner





# Richfield Zoning Map

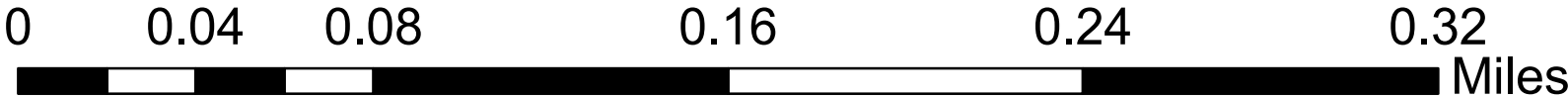


## Context Map

- 2015 Forest Drive
- Park (Zoning District is R)
- R Single-Family
- R-1 Low-Density Single-Family
- MR-2 Multi-Family
- C-2 General Commercial
- MU-C/PAC Mixed Use + Penn Overlay



LAST UPDATED: 5/20/2020





**STAFF REPORT NO. 146**  
**CITY COUNCIL MEETING**  
**11/10/2020**

REPORT PREPARED BY: Rachel Lindholm, Sustainability Specialist

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director  
11/3/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
11/4/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Resolution approving the commencement of organizing solid waste collection between the City of Richfield and licensed residential collectors as per Minnesota Statute 115A.94**

**EXECUTIVE SUMMARY:**

The City is looking to organize collection predominantly for the economic and environmental benefits. Ensuring that all residents have adequate waste management services and are paying the same rates for these services is essential to making the system more equitable for residents who historically subsidize those who are able to negotiate lower rates.

Organized collection helps the City streamline education to residents about proper waste disposal, including curbside recycling, organics recycling, bulky item recycling, and reuse opportunities. This helps the City collectively send less trash to landfills and incinerators, which also contributes to county and state goals regarding waste reduction.

This effort also aligns with several of the City's sustainability goals, including those outlined in the Climate Action Plan, Richfield's GreenStep Cities work, and the 2040 Comprehensive Plan. The environmental benefits include less air pollution from having more efficient truck routes. Fewer trucks and more efficient routes also mean safer driving throughout the city, with the former being one of the most common complaints residents have had historically.

**RECOMMENDED ACTION:**

**Adopt a resolution approving the commencement of organizing solid waste collection between the City of Richfield and licensed residential collectors as per Minnesota Statute 115A.94**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- In November 2018, Hennepin County revised Ordinance 13 declaring that cities with 10,000+ residents must make curbside organics collection available to all residents in 1-4 unit buildings by 1/1/22.
- On 6/11/19, Council voted to approve the organization of curbside recycling and organics hauling.
- Staff posted the RFP on 10/21/19 and received 4 proposals by the deadline on 11/15/19.

- The City received 2 letters (11/15/19, 1/8/20) from Garbage Haulers for Citizen Choice (GHCC) regarding their concerns and interpretation of the statute and situation.
- On 1/13/20, Staff met with the Minnesota Pollution Control Agency (MPCA) and Hennepin County and it was shared that the MPCA had removed information published online which had indicated that the MPCA believed recyclables are not subject to the solid waste.
- At the 2/24/20 work session, staff presented options for next steps to council and received direction to pursue researching and planning organization of trash, recycling, and organics collection.
- Staff provided a more detailed timeline for the organizing process and answered councilmembers' questions at the 11/10/2020 work session.

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

- Hennepin County Ordinance 13 (see attachment)
- MN State Statute 115A.94 (see attachment)
- Richfield Code of Ordinances Section 601 (see attachment)
- Proposed Resolution (see attachment)

**C. CRITICAL TIMING ISSUES:**

- Action needs to be taken regarding curbside organics collection in order to comply with the county mandate by 1/1/22
- Legal considerations regarding hauler acquisition
- Specific timeline for organizing collection following state statute
- Action to achieve the related sustainability goals in the Climate Action Plan should continue to move forward to ensure all CAP actions can be completed in a timely manner.

**D. FINANCIAL IMPACT:**

Household service fees will still be billed to residents for collection services rendered by a household's hauler, as they are currently.

**E. LEGAL CONSIDERATION:**

Legal process to organize collection is outlined in MN Statute 115A.94.

**ALTERNATIVE RECOMMENDATION(S):**

- Re-try to organize recycling and organics collection via RFP after 1/1/21.
- Postpone all action and license haulers for organics collection to fulfill the county mandate.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ MN State Statue 115A.94	Backup Material
□ Richfield Code of Ordinances Section 601	Ordinance
□ Hennepin County Ordinance 13	Ordinance
□ Proposed Resolution	Resolution Letter

**115A.94 ORGANIZED COLLECTION.**

Subdivision 1. **Definition.** "Organized collection" means a system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.

Subd. 2. **Local authority.** A city or town may organize collection, after public notification and hearing as required in subdivisions 4a to 4f. A county may organize collection as provided in subdivision 5. A city or town that has organized collection as of May 1, 2013, is exempt from subdivisions 4a to 4f.

Subd. 3. **General provisions.** (a) The local government unit may organize collection as a municipal service or by ordinance, franchise, license, negotiated or bidden contract, or other means, using one or more collectors or an organization of collectors.

(b) The local government unit may not establish or administer organized collection in a manner that impairs the preservation and development of recycling and markets for recyclable materials. The local government unit shall exempt recyclable materials from organized collection upon a showing by the generator or collector that the materials are or will be separated from mixed municipal solid waste by the generator, separately collected, and delivered for reuse in their original form or for use in a manufacturing process.

(c) The local government unit shall invite and employ the assistance of interested persons, including persons licensed to operate solid waste collection services in the local government unit, in developing plans and proposals for organized collection and in establishing the organized collection system.

(d) Organized collection accomplished by contract or as a municipal service may include a requirement that all or any portion of the solid waste, except (1) recyclable materials and (2) materials that are processed at a resource recovery facility at the capacity in operation at the time that the requirement is imposed, be delivered to a waste facility identified by the local government unit. In a district or county where a resource recovery facility has been designated by ordinance under section 115A.86, organized collection must conform to the requirements of the designation ordinance.

Subd. 4. [Repealed, 2013 c 45 s 7]

Subd. 4a. **Committee establishment.** (a) Before implementing an ordinance, franchise, license, contract, or other means of organizing collection, a city or town, by resolution of the governing body, must establish a solid waste collection options committee to identify, examine, and evaluate various methods of solid waste collection. The governing body shall appoint the committee members.

(b) The solid waste collection options committee is subject to chapter 13D.

Subd. 4b. **Committee duties.** The committee established under subdivision 4a shall:

(1) determine which methods of solid waste collection to examine, which must include:

(i) the existing system of collection;

(ii) a system in which a single collector collects solid waste from all sections of a city or town; and

(iii) a system in which multiple collectors, either singly or as members of an organization of collectors, collect solid waste from different sections of a city or town;

(2) establish a list of criteria on which the solid waste collection methods selected for examination will be evaluated, which may include: costs to residential subscribers, impacts on residential subscribers' ability

to choose a provider of solid waste service based on the desired level of service, costs and other factors, the impact of miles driven on city streets and alleys and the incremental impact of miles driven by collection vehicles, initial and operating costs to the city of implementing the solid waste collection system, providing incentives for waste reduction, impacts on solid waste collectors, and other physical, economic, fiscal, social, environmental, and aesthetic impacts;

(3) collect information regarding the operation and efficacy of existing methods of solid waste collection in other cities and towns;

(4) seek input from, at a minimum:

(i) the governing body of the city or town;

(ii) the local official of the city or town responsible for solid waste issues;

(iii) persons currently licensed to operate solid waste collection and recycling services in the city or town; and

(iv) residents of the city or town who currently pay for residential solid waste collection services; and

(5) issue a report on the committee's research, findings, and any recommendations to the governing body of the city or town.

**Subd. 4c. Governing body; implementation.** The governing body of the city or town shall consider the report and recommendations of the solid waste collection options committee. The governing body must provide public notice and hold at least one public hearing before deciding whether to implement organized collection. Organized collection may begin no sooner than six months after the effective date of the decision of the governing body of the city or town to implement organized collection.

**Subd. 4d. Participating collectors proposal; requirement.** Before establishing a committee under subdivision 4a to consider organizing residential solid waste collection, a city or town with more than one licensed collector must notify the public and all licensed collectors in the community. The city or town must provide a period of at least 60 days in which meetings and negotiations shall occur exclusively between licensed collectors and the city or town to develop a proposal in which interested licensed collectors, as members of an organization of collectors, collect solid waste from designated sections of the city or town. The proposal shall include identified city or town priorities, including issues related to zone creation, traffic, safety, environmental performance, service provided, and price, and shall reflect existing haulers maintaining their respective market share of business as determined by each hauler's average customer count during the six months prior to the commencement of the exclusive negotiation period. If an existing hauler opts to be excluded from the proposal, the city may allocate their customers proportionally based on market share to the participating collectors who choose to negotiate. The initial organized collection agreement executed under this subdivision must be for seven years. Upon execution of an agreement between the participating licensed collectors and city or town, the city or town shall establish organized collection through appropriate local controls and is not required to fulfill the requirements of subdivisions 4a, 4b, and 4c, except that the governing body must provide the public notification and hearing required under subdivision 4c.

**Subd. 4e. Parties to meet and confer.** Before the exclusive meetings and negotiations under subdivision 4d, participating licensed collectors and elected officials of the city or town must meet and confer regarding waste collection issues, including but not limited to road deterioration, public safety, pricing mechanisms, and contractual considerations unique to organized collection.

Subd. 4f. **Joint liability limited.** Notwithstanding section 604.02, an organized collection agreement must not obligate a participating licensed collector for damages to third parties solely caused by another participating licensed collector. The organized collection agreement may include joint obligations for actions that are undertaken by all the participating licensed collectors under this section.

Subd. 5. **Counties; organized collection.** (a) A county may by ordinance require cities and towns within the county to organize collection. Organized collection ordinances of counties may:

- (1) require cities and towns to require the separation and separate collection of recyclable materials;
- (2) specify the material to be separated; and
- (3) require cities and towns to meet any performance standards for source separation that are contained in the county solid waste plan.

(b) A county may itself organize collection under subdivisions 4a to 4f in any city or town that does not comply with a county organized collection ordinance adopted under this subdivision, and the county may implement, as part of its organized collection, the source separation program and performance standards required by its organized collection ordinance.

Subd. 6. **Organized collection not required or prevented.** (a) The authority granted in this section to organize solid waste collection is optional and is in addition to authority to govern solid waste collection granted by other law.

(b) Except as provided in subdivision 5, a city, town, or county is not:

- (1) required to organize collection; or
- (2) prevented from organizing collection of solid waste or recyclable material.

(c) Except as provided in subdivision 5, a city, town, or county may exercise any authority granted by any other law, including a home rule charter, to govern collection of solid waste.

Subd. 7. **Anticompetitive conduct.** (a) A political subdivision that organizes collection under this section is authorized to engage in anticompetitive conduct to the extent necessary to plan and implement its chosen organized collection system and is immune from liability under state laws relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

(b) An organization of solid waste collectors, an individual collector, and their officers, members, employees, and agents who cooperate with a political subdivision that organizes collection under this section are authorized to engage in anticompetitive conduct to the extent necessary to plan and implement the organized collection system, provided that the political subdivision actively supervises the participation of each entity. An organization, entity, or person covered by this paragraph is immune from liability under state law relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

**History:** 1987 c 348 s 27; 1989 c 325 s 26,27; 1990 c 600 s 1,2; 1991 c 337 s 46; 1993 c 249 s 20,21; 2013 c 45 s 1-6; 2018 c 177 s 1-8

SECTION 601. - GARBAGE, REFUSE, YARD WASTE, AND RECYCLABLES PREPARATION, COLLECTION, AND DISPOSAL; SCAVENGING; AIR POLLUTION

(Repealed Sec. 600, Bill No. 1989-6; Added Sec. 601, Bill No. 1989-6)

601.01. - Definitions.

**Subdivision 1.** The following terms, as used in this section, shall have the meanings stated:

**Subd. 2.** "Garbage" means animal and vegetable matter resulting from the preparation, cooking, service, consumption or display of meat, fish, fowl, fruit, grains or vegetables. The term does not include organic materials that are composted according to subsection 601.35. (Amended, Bill No. 1990-18)

**Subd. 3.** "Refuse" means wastes which normally result from the operation of a household, excluding body wastes, garbage, and designated recyclables. Refuse includes but is not limited to rubbish, tin cans, paper, cardboard, glass jars, bottles, wood, ashes, sod, dirt, tires, rocks, household appliances and furniture or any other household refuse or material. The term does not include construction material or other waste or debris resulting from construction or reconstruction of buildings and other improvements by contractors or trees in excess of six (6) inches in diameter. (Amended, Bill No. 1990-18)

**Subd. 4.** "Unacceptable waste" includes, but is not limited to, hazardous waste as defined in Minnesota Statutes, section 116.06, subd. 13 (1988), and the Resource Conservation and Recovery Act, 42 U.S.C. 6903(5); hazardous waste of any kind or nature, such as explosives, radioactive materials, cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, or other material that would be likely to pose a threat to health or public safety; pathological and biological wastes; hot ashes, foundry sand; sanitary sewage and other highly diluted water-carried materials or substances; all sludges, including sewage sludge and septic and cesspool pumpouts; human and large animal remains; large quantities of non-burnable demolition debris; street sweepings; mining waste; construction debris, trees, agricultural waste (manure) and tires; and waste which was generated outside of the City.

**Subd. 5.** "Recyclables" means materials which may be recycled or reused through recycling processes. This term includes "designated recyclables".

**Subd. 6.** "Designated recyclables" means properly prepared and packaged metal beverage and food containers, glass bottles and jars, newsprint, corrugated cardboard, and any other materials as may be defined by the City Manager or through State, County, or municipal mandates.

**Subd. 7.** "Yard waste" means leaves, grass clippings or other organic materials as may be defined by the City Manager. The term does not include organic materials that are composted according to subsection 601.35. (Amended, Bill No. 1990-18)

**Subd. 8.** "Residential dwelling unit" means a single building consisting of two (2) or fewer separate dwelling units with individual kitchen facilities for each unit. The term includes boarding houses in residential districts.

**Subd. 9.** "Commercial establishment" means any premises where a commercial or industrial enterprise is conducted; the term includes clubs, churches, schools and establishments of nonprofit organizations where food is prepared or served or goods are sold.

**Subd. 10.** "Incineration" means any device used for the burning of refuse, rubbish, or other waste materials.

**Subd. 11.** "Licensed private garbage and refuse collector" means a person holding a license from the City for the collection of garbage and refuse.

601.03. - Disposal of garbage and refuse.

The tenant, owner, or occupant of a private dwelling, house, multiple residence, store, restaurant, and other types of property in the City which accumulate garbage and/or refuse on such premises shall dispose of such garbage and refuse as provided in this section. Garbage and refuse must be disposed of at least once each week and as often as once each business day if necessary to protect the public health.



The tenant, owner, or occupant of a private dwelling, house, multiple residence, store, restaurant, or commercial property must contract with a licensed refuse hauler to provide garbage collection or must provide an environmentally sound alternative. Examples of environmentally sound alternatives include self-hauling of garbage to a licensed disposal facility or shared garbage service with a neighbor or other party. No person may accumulate or permit to accumulate any refuse on any property in the City which might constitute a nuisance by reason of appearance, odor, sanitation, littering of the property on which the refuse is accumulated, or an adjacent property, or a fire hazard. (Amended, Bill No. 1992-4)

601.05. - Disposal of unacceptable waste.

Each generator shall dispose of or arrange for the disposal of its own unacceptable wastes as defined in section 600.01, Subd. 4. "Generator" means any person who generates waste. No person may accumulate or permit to accumulate any unacceptable waste on any property in the City which might constitute a nuisance by reason of appearance, odor, sanitation, littering of the property on which the unacceptable waste is accumulated or an adjacent property, or a fire hazard.

601.07. - Collection, supervision and control.

The City Manager may make regulations concerning the days of collection, type and location of waste containers, designation, preparation, and packaging of recyclables and yard waste, and such other matters pertaining to the collection, transport, and disposal as the Manager deems necessary. A person aggrieved by a regulation of the City Manager may appeal the regulation to the City Council which may confirm, modify, or revoke the regulation.

601.09. - Precollection practices.

**Subdivision 1. Preparation of garbage and refuse.** All garbage must be wrapped, bagged, or otherwise packaged prior to placement into a container. All garbage and refuse as accumulated on any premises must be placed and maintained in containers and must have drained from it all free liquids before being deposited for collection.

**Subd. 2. Preparation of yard wastes.** Yard wastes must be bagged separately from garbage, refuse, and other wastes, and must be placed three to six (6) feet from garbage and refuse on collection day.

**Subd. 3. Contagious disease refuse.** Refuse such as, but not limited to bedding, wearing apparel, or utensils from residential dwelling units or other units where highly infectious or contagious diseases are present, may not be deposited for regular collection but must be disposed of as directed by the Director of Public Safety at the expenses of the owner or possessor thereof.

**Subd. 4. Duty to provide and maintain containers in sanitary condition.** Garbage, refuse, and yard waste containers must be provided by the owner, tenant, lessee, or occupant of the premises or the waste hauler servicing the premises and must be located in such a manner so as to prevent them from being overturned. Containers for designated recyclables may be provided by the owner, tenant, lessee, or occupant of the premises, the waste hauler servicing the premises, or the City. All containers must be kept in a clean, safe, and sanitary condition and kept free from any substance which will attract or breed flies, mosquitoes, or other insects. No container may have sharp edges or any other defect liable to hamper or injure the person collecting the contents thereof. Containers not complying with the requirements of this subdivision must be promptly replaced.

**Subd. 5. Garbage containers.** Garbage containers must be made of metal, or other suitable material, which is rodentproof, and waterproof and which will not easily corrode. Garbage containers must be equipped with suitable handles and tight-fitting covers and must be kept tightly covered when there is garbage therein.

**Subd. 6. Refuse and yard waste containers.** Refuse and yard waste containers must be of a kind suitable for collection purposes and must be kept tightly covered or securely fastened when there is refuse or yard waste therein.

**Subd. 7. Residential dwelling units; placement of garbage, refuse, yard waste, and designated recyclables.** Garbage, refuse, yard wastes, and designated recyclables must be deposited for pickup

adjacent to the street or alley from which the pickup is to be made, unless the licensed residential hauler agrees to pick up such materials from some other allowable location on the premises. Material deposited adjacent to a street or alley for pickup must be deposited off the traveled roadway at ground level. No material may be deposited next to the traveled roadway of any street or alley before sunset of the day before the day of collection. Garbage, refuse, designated recyclables, yard waste, and disposable bags and wrappings must be picked up by the licensed residential hauler so that after pick up no such items are left adjacent to the street or alley. The owner or occupant of the premises must remove all containers and any materials not picked up by the licensed residential hauler from their location next to the street or alley by the end of the collection day.

**Subd. 8. Multiple residential units.** Multiple residence units having more than two-family units and which require garbage and refuse pickup more frequently than once each week must either be equipped with containers and provided with pickup service as provided in this subsection or be equipped with a commercial incinerator complying with the requirements of the Minnesota Pollution Control Agency and licensed by the City as provided in this section. Containers provided as an alternative to or in addition to such incineration must be at least one (1) cubic yard in capacity, must be conveniently located in relationship to the residence units for which they are provided, must be watertight and rodentproof with selfclosing lids and be kept in an enclosing structure concealing them from public view. Property owners of multiple residential units must provide apartment dwellers at their units an opportunity to recycle materials defined as designated recyclables. Containers for designated recyclables must be conveniently located in relationship to the residence units for which they are provided, must be watertight and rodentproof with lids and be kept in an enclosing structure concealing them from public view.

The structure must have a concrete floor and must be kept in a state of good repair at all times. All containers must be located so that their contents are inaccessible to at least three feet above the base of the enclosing structure. The owner or operator of multiple residence property must provide for pickup from the containers. Refuse, debris, garbage, recyclables and other waste materials may not be permitted to be accumulated in or near the enclosing structures except in the containers. There shall be daily cleanup in and around each enclosing structure. (Amended, Bill No. 1991-6)

**Subd. 9. Commercial property.** The owner or occupant of commercial establishments or any other property which produces a volume of garbage or refuse or both, which requires garbage or refuse pickup more frequently than once each week, must also comply with the provisions of subdivision 8.

**Subd. 10. Preparation of designated recyclables.** Residents in single-family through eight (8) unit apartment dwellings must separate designated recyclables from garbage, refuse, and other wastes. Designated recyclables should be prepared for collection according to City specifications, and placed in the recycling bin on garbage collection day. Designated recyclables may also be taken to a drop-off site, sold to a buy-back center, or given to volunteer-groups. (Added, Bill No. 1992-3)

601.11. - Air pollution control regulations.

Air pollution controls and regulations pursuant to Minnesota Rules, Chapter 7005 (M.P.C.A.), are hereby adopted by reference.

601.13. - Vehicles for hauling garbage and refuse.

Persons hauling or conveying garbage or refuse over the streets of the City must use a vehicle provided with a tight cover. The vehicle must be operated and maintained so as to prevent offensive odors from escaping or garbage or refuse from being blown, dropped or spilled from the vehicle. Vehicles must be kept clean and as free from offensive odors as possible and, if customarily used for the hauling of garbage or refuse, may not be allowed to stand in any street, alley, or other place longer than is reasonably necessary to collect garbage and refuse. Vehicles customarily used for such purposes must be kept in a clean and sanitary condition and thoroughly disinfected at least once each week unless the same has not been used since the last disinfection thereof.

601.15. - Licensing of garbage and refuse collectors.

**Subdivision 1. License required.** No person may engage in the business of garbage or refuse collection in the City without a license from the City to do so. There are two (2) license classifications:

- (1) Residential license. A residential license is required for collecting garbage or refuse from a residential dwelling unit.
- (2) Commercial license. A commercial license is required for collecting garbage or refuse from any premises other than a residential dwelling unit. Unless otherwise indicated, the provisions of this subsection apply to both license classifications.

**Subd. 2. License application.** A person desiring a license must make application to the Department of Public Safety. The application must accurately state:

- (1) The name of the owner or the licensee;
- (2) The proposed charges for hauling;
- (3) A description of the kind of services to be rendered including separate collection of yard waste;
- (4) A description of each motor vehicle to be used for hauling including the license number thereof;
- (5) A record of household recycling participation rates consistent with Hennepin County requirements;
- (6) Verifiable volume or tonnage summaries of yard wastes collected in Richfield during the previous year; and
- (7) Verifiable tonnage summaries of designated recyclables collected in the City during the previous year; and
- (8) Previously unlicensed haulers will have requirements in the above paragraphs (5), (6), and (7) waived for their first year of operation in the City but must comply with paragraphs (1), (2), (3), and (4) of this subdivision. (Amended, Bill No. 1991-14; Bill No. 1993-4)

**Subd. 3. Request for progress reports regarding designated recyclables and yard waste collection.** Residential haulers, and commercial haulers collecting at apartment buildings of eight-plex or less in the City, are required to provide verifiable volume and/or tonnage summaries of separately collected yard wastes and designated recyclables. Such reports will be due to the City on a quarterly basis (April 20 for January, February, March; July 20 for April, May, June; October 20 for July, August, September; and January 20 for October, November, December). (Amended, Bill No. 1991-14; Bill No. 1993-4)

Residential haulers, and commercial haulers collecting at apartment buildings of eight-plex or less in the City, are required to provide participation rates regarding total number of possible household recycling stops and number of actual recycling stops. Such reports will be due to the City in May and October. (Added, Bill No. 1993-4)

Upon reasonable notice at any time during the license term, the City may request and the hauler must provide verifiable volume and/or tonnage summaries of separately collected yard wastes and designated recyclables. This is necessary in order to track recycling and yard waste collection performance and to comply with Hennepin County reporting requirements.

**Subd. 4. Insurance required.** The applicant must file with the Department of Public Safety a current policy of insurance covering all vehicles to be used in the applicant's business. The minimum limits of coverage for insurance are:

- (A) \$200,000.00 for any person injured;
- (B) \$300,000.00 for any property damage; and
- (C) \$600,000.00 for any number of claims arising out of a single occurrence.

The insurance must be kept in force during the license and must provide for notification of the City prior to termination or cancellation. Licenses issued will be revoked automatically at the time of termination or cancellation of the insurance unless other insurance is provided.

**Subd. 5. Bond.** The applicant must furnish to the City and deposit with the Department of Public Safety a certified bond in the sum of \$1,000.00 for each vehicle licensed, to be conditioned upon the faithful performance by the licensee for all work entered into or contracted for by the licensee and conditioned upon compliance with all the provisions and requirements of this section and all applicable sanitary rules and regulations.

**Subd. 6. License fee.** The annual fees for residential and commercial licenses are set in appendix D.

**Subd. 7. Temporary substitute vehicle.** If a licensed vehicle becomes temporarily inoperable, the hauler may substitute in its place an unlicensed vehicle for a period not to exceed one (1) week. Unlicensed substitute vehicles must conform in all respects to the requirements other than licensing contained in this subsection. The hauler must notify the City engineer of the substitution within 36 hours.

**Subd. 8. Inspection.** Licensed vehicles must have the name of the licensee clearly printed on both sides. The licensee clearly printed on both sides. The license must be kept in the vehicle at all times while the vehicle is being used for the licensed purpose.

**Subd. 9. No vested right.** A person licensed under this section does not have a vested right in the license. The City may, upon finding that public necessity requires, determine to establish another means of garbage, refuse, yard waste or designated recyclables collection.

**Subd. 10. Obligation of licensed collectors.** A licensed garbage and refuse collector must pick up garbage, refuse, and yard waste in the manner provided by this section. A licensed residential garbage and refuse collector must also pick up designated recyclables as follows:

- (a) Recycling pick up must be provided on a weekly basis if the capacity of the provided container is 32 gallons or less; or
- (b) Recycling pick up must be provided on a weekly or bi-weekly basis if the capacity of the provided container is 32 gallons or greater. (Amended, Bill No. 2003-13)

601.17. - Scavenging.

It is unlawful for any person or business to scavenge or otherwise collect garbage, refuse, yard wastes, or designated recyclables (excluding newspaper) at the curb or from recycling containers) without a license from the City and an account relationship with the owner of the premises. (Correction, 12-22-1989)

601.19. - Disposal of garbage and refuse: approved sites.

It is unlawful for any person to dispose of garbage or refuse from any source in any place other than in a sanitary landfill or at a County designated facility.

601.21. - Disposal of yard wastes; approved sites.

Yard wastes collected by haulers must be delivered to a compost site approved by the City Manager or designated by Hennepin County where the materials must be weighed (or volume determined). Verifiable tonnage or volume of yard waste must be reported to the Department of Public Safety as required in the license application.

601.23. - Disposal of designated recyclables; approved sites.

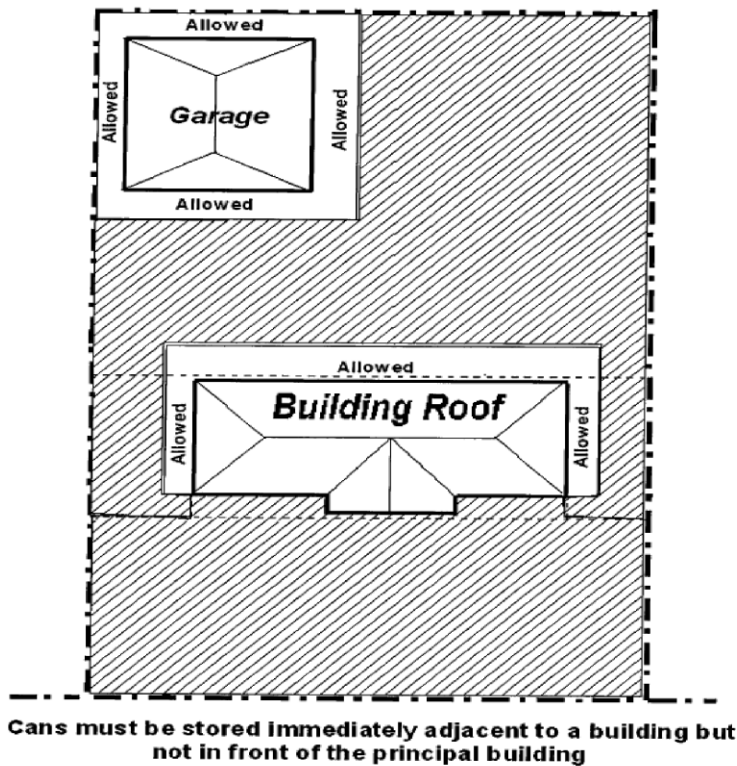
Designated recyclables collected by haulers must be delivered to a processing facility or end market where the material must be weighed and processed for later reuse. Verifiable tonnages of designated recyclables must be reported to the Department of Public Safety as required in the license application.

601.25. - Storage of garbage, refuse, and recyclables containers.

Garbage, refuse, yard waste and recyclables containers for single- and two-family residential properties must be located as provided in this subsection. Except when placed for collection, containers must be stored within an enclosed structure or in the rear or side yard of the property immediately

adjacent to a principal or accessory structure. Containers may not be stored in front of any part of the principal building on the property. (See Figure 1.)

Fig. 1



**Legend**



(Bill No. 2012-13)

601.27. - Burning.

**Subdivision 1. Permit.** No person may willfully burn or set fire to any grass, weeds, or other natural ground cover, or any building, fixture, or appurtenance of real property unless a permit has been secured from the Director of Public Safety.

**Subd. 2. Grass fires.** No person may negligently or carelessly set on fire or cause to be set on fire any woods, prairie, grass or other combustible material, whether on the person's own land or not, by means whereof the property of another will be endangered. No person shall willfully allow any fire on the person's own land, or land occupied by the person, to extend beyond the limits thereof.

**Subd. 3. Conditions of permit.** If a burning permit is required, the Director of Public Safety may condition the granting of the permit in such manner as the director deems appropriate. A violation of the conditions is a violation of this subsection. Permits shall be issued only under such circumstances as may be allowed by the air pollution regulations adopted in this subsection and as may be allowed by the other provisions of this code.

601.29. - Incinerators.

**Subdivision 1. License required.** No person may operate an incinerator within the City for the burning of garbage or refuse unless the incinerator complies with the requirements of the Minnesota Pollution Control Agency. No incinerator, except an incinerator for a residential dwelling unit, may be operated within the City unless the operation of incinerator has been licensed by the City as provided in this subsection.

**Subd. 2. Application.** Application for a license shall be made to the City Clerk. The application shall state:

- (i) The name and address of the owner of the property on which the incinerator is located,
- (ii) A description of the type of incinerator, and
- (iii) Except in renewal applications, a plan showing that the incinerator will comply with applicable rules and regulations.

**Subd. 3. License fee.** The annual license fee is set by appendix D.

**Subd. 4. License standards.** Applications for incinerator licenses may be granted by the City Clerk if the Clerk finds that the incinerator meets the requirements of the Minnesota Pollution Control Agency and this code. The Clerk may, however, refer any application to the City Council. In the event of a referral to the City Council, the City Council may grant or deny the application. It is grounds for denial of the application if the applicant or other persons occupying the premises at which the incinerator is or would be located have not complied with regulations of the City relating to health, safety, building, or zoning or any regulations applicable to the incinerator.

601.31. - Incinerators serving residential dwelling units.

**Subdivision 1. General rule.** Incinerators installed to serve residential dwelling units shall comply with the provisions of this subsection.

**Subd. 2. Permit required.** A permit is required for the installation of any incinerator serving a residential dwelling unit.

**Subd. 3. Installation.** An incinerator must be installed in accordance with Chapter IV and shall meet the requirements of the Minnesota Pollution Control Agency.

**Subd. 4. Standards; outdoor incinerators.** An outdoor incinerator must be constructed as follows:

- (a) It shall be at least six (6) feet from any property line, except that if it is screened on three sides by a fence or barrier wall it may be located within two (2) feet of the property from which it is screened;
- (b) It shall be at least ten (10) feet from the dwelling on the lot on which it is located;
- (c) It shall be at least 12 feet from any dwelling on any adjacent lot;
- (d) It shall be at least one (1) foot from any combustible building, fence or other structure or material or any trees or shrubs;
- (e) If it is protected or screened it shall be at least one (1) foot from any part of such protective barrier or screen;
- (f) It shall be to the rear of the front building line of the residential lot on which it is located and it shall be to the rear of the front building line of an abutting lot.

601.33. - Regulation of scavengers.

**Subdivision 1. License required.** No person may follow or practice the occupation of scavenger, or act as a scavenger within the City without first having obtained a license. No person may empty the contents of any privy, privy box, vault, sink, septic tank or cesspool into any manhole or other outdoor sewer installation in the City unless being so licensed.

**Subd. 2. Transportation of facilities.** No part of the contents of any such facility may be removed therefrom, nor may any of the contents from any such facility be transported into, within or through the City unless it is removed or transported by means of some airtight apparatus, whether pneumatic or some other process, so as to prevent the contents from being agitated or exposed in the open air during the process of removal or transportation.

**Subd. 3. Fumes.** Any tank, vehicle and apparatus must be maintained and operated in such manner as to avoid the omission of offensive fumes or the spill or loss of any unsanitary or offensive substance.

**Subd. 4. Disposition of contents.** No part of the contents of any privy, privy box, or vault may be emptied into any manhole or other outdoor sewer installation in this City.

**Subd. 5. Permit for dumping.** In the event that a cesspool must be opened in order to remove the contents of the same, or the contents thereof dumped in a City sewer, a permit must first be secured from the Director of Community Services, and the fee as provided in appendix D shall be paid for the permit.

**Subd. 6. Scavenging work limited to licensees.** No person other than a properly licensed scavenger may clean any sanitary or plumbing facility listed in subdivision 1, nor may anyone deposit the contents thereof in any unauthorized place within the City.

**Subd. 7. Application for license.** Application for a scavenger's license shall be made to the City Clerk, be signed by the applicant and contain the name and address of the proposed license and of the owner and license numbers of the vehicle or vehicles to be used and equipment to be used. The application shall be filed with the Clerk who shall forthwith transmit the same to the Director of Public Safety for approval. Each vehicle used shall have a separate license. Upon approval by the Director of Public Safety the application shall be submitted to the City Manager for consideration.

**Subd. 8. License fee.** The license fee is fixed by appendix D. Licenses expire on December 31 next following the date when they become effective.

**Subd. 9. Equipment licensed.** The license shall constitute a registration of the vehicle licensed and of the tanks, containers and equipment to be used therewith. No other vehicle, tank or equipment may be used without first obtaining written approval of the substituted vehicle, tank or equipment from the Director of Public Safety.

**Subd. 10. Identification of equipment.** The name of the licensee or his registered name shall be printed in plain letters, along with the license number, on each side of the cab of the licensed vehicle.

**Subd. 11. Use of vehicle.** No person may cause or permit any vehicle used for scavenger hauling to stand or remain at or near any public building or residence or upon any street, alley, lot or other public place, for a longer time than is actually required in the loading, conveying and unloading thereof.

**Subd. 12. Bond requirements.** No license may be issued until the applicant first files with the City Clerk a corporate surety bond in the principal amount of \$2,000.00, conditioned upon the faithful performance by the applicant of all things required by this code and is further conditioned so as to guarantee that the applicant restores all streets, alleys, or other public grounds, or sewers, manholes or appurtenances thereto to their former good condition to the satisfaction of the City Manager, if public property is damaged by applicant in the course of operating as a scavenger.

**Subd. 13. Insurance requirements.** No license may be issued unless and until the applicant first files with the Clerk a policy or policies of insurance insuring the applicant and the City against loss for each licensed vehicle in the sum of at least \$100,000.00 against liability imposed on account of damage to or destruction of property by reason of the ownership or operation of the vehicle. The policy shall provide that it may not be cancelled by the insurer except upon notice to the City. In case of cancellation of the insurance, the license is suspended until the insurance has been replaced.

**Subd. 14. Dumping of contents.** Dumping of the contents of a licensed vehicle in the City sanitary sewer system shall be limited to contents removed from installations within this City unless the Council, by resolution, permits dumping from other designated municipalities. No dumping shall be permitted except at manholes designated by the Director of Community Services and specifically equipped for such dumping, and only if the person doing the dumping has obtained a permit as required. Emergency dumping by licensed scavengers may be made at authorized manholes on weekends and holidays when

City offices are not open, the person doing the dumping shall obtain a permit on or before noon the next following secular day. The dumping may be done only on week days, Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m. and on Saturdays, Sundays and holidays during the hours only in emergency cases. Vehicles used for dumping into the City sanitary sewer system shall be equipped with a gate valve and hose to control the flow of contents into the sewer.

**Subd. 15. Revocation.** Violation of any of the provisions of this subsection is grounds for an automatic revocation of the license.

#### 601.35. - Composting.

Private composting is permitted if the following conditions are met.

- (a) Only organic materials, such as grass clippings, leaves, flowers, dried weeds, sawdust, wood ash and plant trimmings, lake plants, straw, raw vegetable and fruit scraps, coffee grounds, egg shells, and commercially available compost ingredients, may be placed in the compost container.
- (b) Composting shall be conducted within an enclosed structure, not to exceed 100 cubic feet (for example, 5;ft;x5;ft;x4;ft;) in volume for individual structures, or 300 cubic feet (approximately 15;ft;x5;ft;x4;ft;) for "three bin" containers. Compost structures must be of a durable material such as wood, brick, concrete block, or sturdy metal fencing material, and must be neat in appearance and capable of securing composting materials. The three bin and barrel composter methods may also be utilized.
- (c) The following materials are not permitted in compost containers: meat, bones, fat, oils, whole eggs, dairy products, whole branches or logs, plastics, synthetic fibers, human or pet wastes, diseased plants, or paper.
- (d) The compost container shall be located in the rear yard of the property, at least three feet from any property line. If a rear yard location is unavailable or impractical, the compost container may be placed in another location approved by the Public Safety Director or authorized designee.
- (e) At no time shall composting create a health hazard or a nuisance to adjoining properties.  
(Added, Bill No. 1990-18)



ORDINANCE NUMBER THIRTEEN  
RECYCLING  
FOR HENNEPIN COUNTY

Adopted by the  
Hennepin County Board of Commissioners  
October 30, 1986

Amended on November 27, 2018

Section I Definitions

Section II General Provisions for Cities

Section III General Provisions for Multifamily Housing

Section IV General Provisions for Commercial Generators

Section V Shared Provisions for Multifamily Housing and Commercial Generators

Section VI Violations

Section VII Separability

Section VIII Provisions are Accumulative

**Purpose**

This Ordinance regulates the separation of Mixed Recyclables and Organic Material from Waste by Generators. This Ordinance is consistent with County adopted goals established by the Minnesota Pollution Control Agency in its Metropolitan Solid Waste Management Policy Plan and mandated by Minnesota Statute, section 115A.551, subdivision 2a, requiring a 75 percent Recycling rate by 2030. This Ordinance satisfies statutory obligations and is authorized pursuant to authority in Minnesota Statutes, section 115A.551 – 115A.553, and 473.811. The County Board of Hennepin County, Minnesota, does therefore ordain this Ordinance Thirteen.

**SECTION I DEFINITIONS**

The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section.

“Anaerobic Digestion” means the process during which microorganisms break down Organic Material in the absence of oxygen in an enclosed vessel to produce energy and beneficial soil or agricultural supplements.

“Back-of-House” means the kitchen, food preparation, dishwashing, and storage areas of a commercial establishment that are not accessed by customers or the public.

“Beneficial Use” means an activity that serves to reuse nutrients through processing of Organic Material, such as consumption by humans or animals, Composting, Anaerobic Digestion, and additional methods as designated by the Department in collaboration with local facilities that manage Organic Material and further defined in Section IV.

“Bin” means any receptacle including but not limited to a barrel or cart that is used for the Collection, storage, or transport of Waste to a Collection Container serviced by a Hauler for transport to a Disposal Facility, Organic Material Management Facility, or Materials Recovery Facility.

“Bulky Items” means those items that are not included in regular Collection Service by a Hauler and include large items like mattresses and furniture that cannot fit into Collection Containers.

“Bureau” means the County Violations Bureau.

"Cities" mean statutory and home rule charter cities authorized to plan under Minnesota Statutes, sections 462.351 to 462.364.

"Collection" means the aggregation of Waste from the place where it is generated and includes all activities up to the time when the Waste is delivered to a Materials Recovery Facility, Organic Material Management Facility, or a Disposal Facility.

“Collection Container” means the receptacle that is provided, designated, and serviced by the Hauler for the Collection of any Waste, including but not limited to barrels, carts, dumpsters, roll-off containers, or compactors.

“Collection Service” means a service providing scheduled Collection of any Waste.

“Commercial Composting Facility” means a site used to compost Organic Material, including Food Scraps, which have been Source Separated as defined in Minnesota Rules, part 7035.0300, Subpart 105b, and which meets applicable State and local requirements for composting Organic Material.

“Commercial Generator” means an entity that is neither housing with Curbside Collection nor Multifamily Housing.

“Compost” means the product resulting from the controlled biological decomposition of Organic Material that has been sanitized through the generation of heat during the composting process and stabilized to the point that it is beneficial to plant growth and can be used as a soil amendment without further processing.

“Compostable” means that a material or product will biodegrade without leaving a residue or any toxicity in the soil. Any compostable plastics or lined papers must meet ASTM D6400 and ASTM D6868, respectively, as certified by the Biodegradable Products Institute or other similar independent certification bodies.

“Composting” means the controlled biological decomposition of Organic Material through an aerobic method of accelerating natural decomposition.

"County" means Hennepin County.

"County Board" means the Hennepin County Board of Commissioners and authorized representatives.

"Covered Generators" are any Commercial Generators of Organic Material that must comply with this Ordinance as stated in Section IV.

"Curbside Collection" means the pickup of Waste from residential households that are single family through fourplex and other residential households where each household has its own Collection Container, such as a townhouse.

"Department" means the Hennepin County Environment and Energy Department.

"Disposal Facility" means a Waste facility permitted by the Minnesota Pollution Control Agency (MPCA) that is designed or operated for the purpose of disposing of Waste on or in the land together with any appurtenant facilities needed to process Waste for disposal or transfer to another Waste facility.

"Food Scraps" means all material resulting from the production, storage, preparation, processing, cooking, handling, selling, or serving of food for human or animal consumption, including but not limited to, meats, grains, dairy, fish, fruits, and vegetables.

"Food-to-Animal Programs" means all Food-to-Animal-Feed Processing and Food-to-Livestock programs.

"Food-to-Animal Feed Processing" means the process of using grains, cereals, vegetable and animal by-products to create a feed for animals.

"Food-to-Livestock" means the process of re-using and recycling food and Food Scraps as feed for livestock, subject to regulation in Minnesota Statutes, sections 35.751 and 35.76.

"Generation" means the act or process of producing Waste.

"Generator" means any Person who generates Waste.

"Hauler" means any Person who owns, operates or leases vehicles for the primary purpose of Collection and transportation of any type of Waste.

"Household Hazardous Waste" means materials generated in a residential household, which includes any dwelling from a single unit to Multifamily Housing properties, that are in solid, semi-solid, liquid, or contained gaseous form that, because of quantity, concentration, or chemical, physical, or infectious characteristics, may (a) cause or

significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to, explosives, flammables, oxidizers, poisons, irritants, and corrosives. Household Hazardous Waste does not include source, special nuclear, or M by-product materials as defined by the Atomic Energy Act of 1954, as amended.

“Materials Recovery Facility” means a permitted facility where Mixed Recyclables are received to be prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use. It does not include a manufacturer using recyclable materials as feedstock. This includes a transfer station where Mixed Recyclables are delivered, temporarily stored and sent to a facility where it is processed for Recycling.

"Metropolitan Council" means the council established in Minnesota Statutes, section 473.123.

"Mixed Recyclables" means materials that are separated from Waste for the purpose of Recycling, whether or not these materials are commingled for Collection.

"Multifamily Housing" means an apartment building, a condominium, a townhouse, a cooperative housing unit, or any other property where a property manager or association coordinates Collection Service for residents of the housing.

“Organic Material” means the portion of Waste that is Source Separated for the purpose of Beneficial Use, and may include food, Food Scraps and other materials as designated by the Department in collaboration with local Organic Material Management Facilities. For the purpose of this Ordinance, Organic Material excludes Yard Waste regulated in Minnesota Statute, section 115A.931.

“Organic Material Drop-off Site” is a site that accepts Organic Material self-hauled by residents for the purpose of collection and transport to an approved facility for Beneficial Use. The site may be a stand-alone site or be co-located at an existing Disposal Facility, Materials Recovery Facility, or transfer station.

“Organic Material Management Facility” means a facility where Organic Material is received and processed for Beneficial Use. This includes a transfer station where Organic Material is delivered, temporarily stored and sent to a facility where it is processed for Beneficial Use.

"Person" means any human being, any city or other public agency, any public or private corporation, any partnership, any firm, association, or other organization, any receiver, trustee, assignee, agent or other legal representative of any of the foregoing or any other legal entity.

"Recycling" means the process of collecting and preparing Mixed Recyclables and reusing the materials in their original form or using them in manufacturing processes that does not cause the destruction of those materials precluding further use.

"Responsible Party" means the owner or their designee of a commercial property or business including any Multifamily Housing building or complex covered under this Ordinance.

"Source Separation" means the separation of Mixed Recyclables and Organic Material from Trash at the source of Generation.

"Trash" means non-recyclable material that is designated for landfill or incinerator disposal by the Hauler. The term "Trash" does not include hazardous waste as defined in Minnesota Statutes, section 116.06, subdivision 11, or construction debris as defined in Minnesota Statutes, section 115A.03, subdivision 7.

"Waste" means all Trash, Mixed Recyclables, and Organic Material from residential, commercial, industrial, and community activities.

"Waste Reduction" or "Source Reduction" means an activity that prevents Generation of Waste or the inclusion of toxic materials in Waste, including reusing a product in its original form; increasing the life span of a product; reducing amount of material or the toxicity of material used in production or packaging; or changing procurement, consumption, or Waste Generation habits to result in smaller quantities or lower toxicity of Waste generated as defined in Minnesota Statutes, section 115A.03, subsection 36b.

"Yard Waste" means plant materials including grass clippings, leaves, weeds, garden plants, and brush and branches under four inches in diameter and four feet in length.

## **SECTION II GENERAL PROVISIONS FOR CITIES**

### **Subsection 1: Mixed Recyclables Collection requirements**

#### **A. Curbside Collection of Mixed Recyclables**

Cities shall have an ordinance to ensure the provision of Curbside Collection of Mixed Recyclables to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Trash. It is the responsibility of each City to enforce its ordinance relating to the Curbside Collection of Mixed Recyclables within the boundaries of the City.

#### **B. Materials Accepted for Recycling**

A City's Curbside Collection program must accept a list of Mixed Recyclables as selected by the County in consultation with haulers, local Material Recovery Facilities, and end markets. The County will update the list of materials as needed, distribute the list to City recycling coordinators, and post the list on the County's website.

## Subsection 2: Organic Material Collection requirements

### A. Curbside Collection of Organic Material

By January 1, 2022, Cities shall provide the opportunity to participate in Curbside Collection of Organic Material to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Mixed Recyclables. Curbside Collection of Organic Material must be provided year round on a weekly basis. A City may adjust Collection Service frequency with prior approval by the Department.

Cities shall make Curbside Collection of Organic Material available by contracting for citywide service or by requiring Haulers to provide the service. If a City does not provide Curbside Collection of Organic Material by contracting for citywide service, the City shall require Haulers to provide it. Haulers shall provide Curbside Collection of Organic Material upon request to households that have Curbside Collection for Mixed Recyclables.

Cities shall require Haulers to provide the following information annually, to the City:

- A description of how Organic Material will be collected.
- A communications plan that includes the method(s) and frequency of communications that notify residents of the availability of Curbside Collection of Organic Material.
- Instructions on how residents sign up for the Curbside Collection of Organic Material.
- A Curbside Collection schedule or calendar.
- Instructions on how residents should prepare Organic Material for Curbside Collection.
- The number of participants and tonnage collected.
- The Organic Material Management Facility where Organic Material is delivered.
- The contact information of a representative who works for the Hauler who can respond to inquiries related to the requirements of this Ordinance.

Cities shall share this information with the County as required by the reporting requirements in Section II, Subsection 4 of this Ordinance.

### B. Curbside Collection exemption for Cities of the fourth class

If a City of the fourth class, as defined in Minnesota Statutes, section 410.01, chooses not to meet Section II, Subsection 2A of this Ordinance, it must provide at least one Organic Material Drop-off Site within its geographic boundaries by January 1, 2022. A City of the fourth class may partner with nearby Cities to meet this requirement with prior approval by the Department.

### Subsection 3: Education requirements

Cities shall:

- Use County terminology on promotional materials when describing Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Use images approved by the County if using images of Mixed Recyclables and Organic Material.
- Provide information on the City's website, including materials accepted and not accepted, a Curbside Collection calendar, and links to County resources on waste management.
- Provide a guide on Mixed Recyclables and Organic Material to residents each year. The guide shall contain information on Curbside Collection, materials accepted and not accepted, and a Curbside Collection calendar.
- Complete two educational activities each year to promote Curbside Collection. The County will provide a list of activities to city recycling coordinators.

### Subsection 4: City reporting requirements to the Department

Each City shall report all information relating to Waste Generation, Collection, and disposal within its boundaries to the Department. Such information shall include data on tonnage of Waste generated in the City, licensing and contract information, a description of Waste management programs, financial information, and any additional information as requested by the Department. Such information shall be provided on an annual basis by or on February 15th of each year or as otherwise directed by the Department.

### Subsection 5: Failure to meet requirements

#### A. Compliance

It is the responsibility of each City to meet the requirements of this Ordinance. The implementation of the County requirements for Cities shall be the responsibility of each respective City. Nothing in this Ordinance shall preclude the Collection of Yard Waste, although Yard Waste Collection alone is not sufficient for a City to be compliant with the Ordinance. If a City should fail to implement the requirements by January 1, 2022, the enforcement provisions in this Ordinance, Section II, Subsection 5.B, shall come into effect.

#### B. County Enforcement

If any City fails to establish or implement any or all of the requirements in Section II of this Ordinance, the County Board may implement any of the requirements of this Ordinance within the boundaries of the City. The County Board, to the extent that it has assumed the responsibilities that the City has failed to assume, may seek reimbursement from a City for all costs, expenses, and expenditures that the County has incurred incident

to the adoption, implementation, administration, and enforcement of this Ordinance within the boundaries of a City through any means available under Minnesota law.

### **SECTION III GENERAL PROVISIONS FOR MULTIFAMILY HOUSING**

#### **Subsection 1: Mixed Recyclables Collection requirement**

Upon execution, Cities shall have an ordinance that requires property owners of Multifamily Housing to provide Collection Service for lessees. Mixed Recyclables Collection Service must be available at all Multifamily Housing buildings within Hennepin County. It is the responsibility of each City to enforce its ordinance(s) relating to the Collection of Mixed Recyclables from Multifamily Housing within the boundaries of the City.

Responsible Parties must enter into an agreement with a Hauler or arrange service through a City contract to provide Collection Service to collect Mixed Recyclables from each building.

The agreement between the Responsible Party and Hauler must also provide for the Collection and delivery of these materials to a Materials Recovery Facility. Mixed Recyclables must go to a Materials Recovery Facility, and if Organic Material Collection Service is provided, Organic Material must be delivered to an Organic Material Management Facility.

#### **Subsection 2: Education requirements**

The Responsible Party must distribute written information about the Collection Service to each occupied building unit at the time of leasing and at least annually thereafter. If Collection Service for Organic Material is available, this information must include details pertaining to that program.

Educational material and instructions may be provided in print or electronic form and shall include, but not be limited to:

- Reasons to properly manage Mixed Recyclables, Organic Materials, and adopt practices that result in Waste Reduction.
- Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Disposal options for Household Hazardous Waste and Bulky Items.
- Location of Collection Containers for lessees to use.
- Contact information for the City or County for additional information.

Educational materials are available from the County. The County has the authority to request verification of annual education practices. A record must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

#### **Subsection 3: Bin and labeling requirements**



Responsible Parties must make Collection for Mixed Recyclables convenient for lessees. Responsible Parties shall:

- Provide separate Bins for the disposal of Mixed Recyclables where Trash is also being collected in common areas, including, but not limited to laundry rooms, mail pickup area, and community rooms.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.
- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

## **SECTION IV GENERAL PROVISIONS FOR COMMERCIAL GENERATORS**

### **Subsection 1: Mixed Recyclables Collection requirement**

This Ordinance incorporates by reference the obligations placed on public entities, commercial buildings and sports facilities in Minnesota Statutes, section 115A.151, and all subsequent codifications.

### **Subsection 2: Organic Material Collection requirement**

In addition to the obligations in Minnesota Statutes, section 115A.151, Covered Generators must implement a Collection program to divert food and Food Scraps from Back-of-House for Beneficial Use by January 1, 2020.

#### **A. Covered Generators**

Commercial Generators covered under this Ordinance include the following business classifications: restaurants; grocery stores; food wholesalers, distributors and manufacturers; hotels; hospitals; sports venues; event centers; caterers; nursing and residential care facilities; office buildings with dining services; farmers markets; food shelves and food banks; colleges and universities with dining services; shopping centers; airports; golf clubs and country clubs; and rental kitchens or shared use commercial kitchens. The County Board may annually designate by resolution additional business

classifications. Obligations under Section IV, Subsection 2 of this Ordinance will become effective for all added businesses one year after the County Board's resolution. The County will maintain a list of Covered Generators on its website.

Covered Generators are those aforementioned public, nonprofit, and for profit businesses that generate one ton of Trash per week or contract for eight cubic yards or more per week of Collection Service for Trash as of January 1, 2020.

## B. Beneficial Use

For the purpose of this Ordinance, Beneficial Use of Organic Material includes the following:

- Donation of edible food for human consumption (must be done in combination with other management methods)
- Collection of food and Food Scraps for Food-to-Animal Programs (this may include either Food-to-Livestock or Food-to-Animal-Feed Processing).
- Collection of food, Food Scraps and other Compostable materials for Composting at a Commercial Composting Facility.
- Collection of food, Food Scraps, and other Compostable materials accepted for Anaerobic Digestion at an Anaerobic Digestion facility.
- Additional methods may be included but must be reviewed and approved by the Department.

In accordance with the 2013 Metropolitan Council Environmental Services Waste Discharge Rules, Prohibited Waste Discharges, section 406.21, directly disposing of any more than incidental amounts of food and Food Scraps through the public sewer system to avoid off-site disposal is prohibited and is not compliant with this Ordinance.

Nothing in this Ordinance shall preclude a Covered Generator or other licensed food establishment from donating leftover or unsold food that is fit for human consumption to a food shelf, food bank, shelter, or other food reuse program, or from implementing Source Reduction strategies to reduce their Generation of excess food and Food Scraps. In fact, the Department considers these management options of food to be of highest priority. However, unless the Covered Generator requests and receives a Variance in writing and signed by the Department, these actions alone shall not be considered sufficient compliance with this Ordinance.

## C. Collection requirements

Food and Food Scraps must be Source Separated from other Waste in all Back-of-House areas where Organic Material is Generated and Collected. The Covered Generator shall abide by the following requirements:

- Provide sufficiently sized Bins for the amount or volume of Organic Material generated in any Back of House area.

- Conveniently locate each Bin in a manner to promote its use. Bins must be readily accessible to employees any time there is access to Bins for Trash.
- Affix a label on each Bin to indicate only Organic Material may be placed in the Bin. Replace label if it becomes damaged, faded, illegible or when images or text conflict with the acceptable materials.

Covered Generators must either obtain the proper license to self-haul or contract with a Hauler or service provider to collect and deliver all of a Covered Generator's food and Food Scraps to one or more Organic Material Management Facilities.

Where a building owner rents, leases, or lets space to a business that is a Covered Generator, the building owner is responsible to either provide a Collection system on behalf of the tenant or to facilitate and allow the tenant to set up their own Collection Service for Organic Material.

The building owner and Covered Generator shall not contaminate or commingle Organic Material that has been Source Separated in a manner that would make it unfit for an Organic Material Management Facility.

A Covered Generator may collect other Compostable material in addition to food and Food Scraps provided that the collected materials are appropriate for the intended Organic Material Management Facility.

#### D. Education requirements

Covered Generators shall post instructions on the separation requirements for Organic Materials in an area where such instructions will be visible to employees who are disposing of Organic Materials. The instructions shall state that Organic Material is required to be Source Separated and shall explain which materials must be Source Separated according to the intended Beneficial Use. The Department will post guidelines on accepted materials on the County website and regularly update such information.

Covered Generators shall provide training opportunities to all new employees and subcontractors performing work regulated by this Ordinance and review Collection procedures of Organic Materials with all employees and such subcontractors at least once per year. A record of trainings must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

#### Subsection 3: Bin and labeling requirements

Responsible parties shall:

- Provide sufficiently sized Bins for the amount or volume of Mixed Recyclables generated if Bins for Trash are also provided.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.

- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

#### E. Variances

A Covered Generator or Responsible Party may seek a waiver from the Department of all or portions of Section IV, Subsection 2 of the Ordinance if one or all of the following special circumstances apply:

- Lack of adequate storage space for Bins and Collection Containers.
- Generation of Organic Material has been eliminated or substantially eliminated.
- Determination by a local health authority that Collection of Organic Material would conflict with MN Rules 4626 (Food Code) or other applicable state or federal food regulations.

The applicant must submit a form specified by the Department and include a signed affidavit. This form and guidelines will be supplied by the Department upon request.

When a Covered Generator requests a variance for Section IV, Subsection 2 of this Ordinance the Department will issue a written determination regarding that variance request within 30 working days.

To be effective, the variance must be in writing and signed by the Department or its designee. A variance may be revoked if one or more of the factors justifying the exemption no longer exist, or other changes in circumstances warrant revocation. Unless earlier revoked, a variance shall be effective for a period of three years from the date it was granted.

## **SECTION V: SHARED PROVISIONS FOR MULTIFAMILY HOUSING AND COMMERCIAL GENERATORS**

### Subsection 1: Collection requirements

#### A. Collection Container and Collection Service requirements:

The Responsible Party shall ensure that Collection Containers for Mixed Recyclables and Organic Material are as conveniently located for tenants and lessees to access as are Collection Containers for Trash. Collection Containers must be located in an accessible room or area, having appropriate aisle space that allows unobstructed access for the user. Access to Collection Containers for Mixed Recyclables and Organic Material must be allowed any time there is access to a Collection Container for Trash.

The Responsible Party shall ensure Collection Service is adequate for the Mixed Recyclables and Organic Material generated onsite. In the event that Mixed Recyclables or Organic Material are overflowing Collection Containers and subsequently being discarded as Trash, hauling frequency or Collection Container size must be adjusted within 30 days to accommodate the material being generated.

Collection Containers provided by contracted Haulers shall be maintained in clean and sanitary condition in accordance with all pertinent health statutes, ordinances, rules, and regulations. Collection Containers must be located in such a manner to prevent them from being overturned or from obstructing pedestrian or motor vehicle traffic or be in violation of any statute, ordinance, rule, or regulation.

#### B. Labeling requirements

Collection Containers must be labeled by Haulers to designate the type of material to be placed therein and must meet the following requirements. Labels must:

- Be visible from all points of access for the user.
- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.
- Be sized a minimum of 8 ½ inches by 11 inches and include Waste type in letters at least one inch high for Collection Containers that are barrels or carts.
- Be sized a minimum of 11 inches by 17 inches and include Waste type in letters at least one inch high for Collection Containers other than barrels or carts that are up to four yards in volume.
- Be sized a minimum of 18 inches by 24 inches and include Waste type in letters at least two inches high for Collection Containers larger than four yards in volume.
- Be replaced if damaged, faded, illegible or when images or text on the label conflict with materials accepted in Collection of Mixed Recyclables and Organic Material.

Labels and signs that meet these requirements are available from the County. Further specifications relating to Collection Containers may be designated by the Department and will be posted on the County's website.

#### Subsection 2: Enforcement

Enforcement provisions shall be applicable to any Responsible Party that fails to implement the requirements of this section by January 1, 2020. The implementation and enforcement shall be coordinated through the Department, which may cooperate with other governmental agencies in the furtherance of Section III, Section IV, and Section V of this Ordinance.

##### A. Warnings

The Department or any of its authorized representatives may issue a warning notice to any Person observed to be not in compliance with any provision of this Ordinance. The warning notice shall be on a form provided by the Department.

##### B. Misdemeanor

Any Person who fails to comply with the provisions of this Ordinance may be charged with a misdemeanor. It is a separate offense for each day that the violation occurs or continues.

##### C. Remedies Cumulative

No remedy established by this Ordinance is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance in equity or by statute.

##### D. Injunctive Relief

In the event of a violation or a threat of violation of this Ordinance, the County may institute appropriate actions or proceedings, including application for injunctive relief, action to compel performance, or other appropriate action to prevent, restrain, correct, or abate such violations or threatened violations.

##### E. Costs and Special Assessments

If any Person within the County collects or disposes of Mixed Recyclables or Organic Material in violation of this Ordinance, the County may take the necessary steps to correct such violations, and the resulting costs may be recovered in a civil action in any court of competent jurisdiction or, at the discretion of the County Board, the costs may be certified to the County Auditor as a special tax against the real property owned by such Person.

##### F. Citations

The Department or any of its authorized representatives shall have the power to issue citations for violations of this Ordinance.

a) Form of Citations: Citations shall contain at least the following:

1. The name and address of the Person charged with the violation or the owner or Person in charge of the premises at which the violation occurs.
2. The date and place of the violation.
3. A short description of the violation followed by the section of this Ordinance violated.
4. The date and place at which the Person receiving the citation shall appear and a notice that if such Person does not respond, a warrant may be issued for such Person's arrest.
5. The name of the representative issuing the citation.
6. Such other information as the Court may specify.

b) Issuance of Citations: Whenever any representative of the Department discovers any violation of this Ordinance, that representative may issue a citation to the Person alleged to have committed the violation and such citation shall be in the form specified in paragraph a) of this subsection. Such citation shall be made out in quadruplicate (4). One copy thereof shall be issued to the Person alleged to have committed the violation; one copy shall be filed with the Department; two copies thereof shall be filled with the Bureau.

#### G. Other Options allowed under Minnesota Law.

In addition to the above enforcement options, the Department reserves the right to exercise any other option available under Minnesota law existing at the time of an Ordinance 13 violation.

### Subsection 3: Implementation

#### A. Self-inspection program

Every Responsible Party shall arrange for and maintain a program for self-inspection. The self-inspection program shall include confirmation acceptable to the Department that requirements listed under Section III; Section IV; and Section V, Subsection 1 are met. The Department may establish a self-reporting form to be completed within a regular interval no more frequent than annually, which may include, but is not limited to, program description, proof of hauling or other Waste management contract information, Waste Collection Service volumes and frequency, training plan, and financial information related to all Waste.

#### B. Department Inspection

Inspection and evaluation listed in Section V, Subsection 2 and Section V, Subsection 3 shall be completed in such a frequency to ensure consistent compliance by Responsible Parties and Haulers with Section III, Section IV, and Section V of this Ordinance. The Department shall provide the Responsible Party with written notice of any deficiencies, corrections, and the date by which the corrections shall be accomplished. At the Department's election, the Responsible Party shall allow the authorized representative of

the Department to collect samples of Waste to evaluate contamination levels. The Responsible Party shall allow free access at all reasonable times to inspect and copy all business records related to Waste collection. The Responsible Party shall report to the County upon request information such as the business name, address, and telephone number of each contracted Hauler, as well as the day(s) of pickup and days which Disposal Facility, Materials Recovery Facility or Organic Material Management Facility is receiving the material. The Responsible Party shall allow the authorized representative from the Department to record and document their findings in any reasonable and appropriate manner including, but not limited to, notes, photographs, photocopies, video recordings, audio recordings, and computer storage systems or other electronic media. When requested by an authorized representative of the Department, the Responsible Party shall provide photocopies or electronic copies of records including scans, electronic image files, or other electronic files of records.

### C. Right of entry

Whenever necessary to perform an inspection to enforce any of the provisions of this Ordinance or whenever the Department has reasonable cause to believe that a Responsible Party is not compliant, the authorized representative of the Department may enter such building or premises during business hours to inspect to ensure compliance with this Ordinance. If such building or premises is occupied, the authorized representative shall first present proper credentials and demand entry. Advanced notice is not required. If such entry is refused or cannot be obtained, the Department shall have recourse to every remedy provided by law to secure entry including administrative search warrants. If the Responsible Party or other Person having control of the premises has previously stated that they will refuse to allow the authorized representative of the Department entry for inspections, then the Department shall have the authority to obtain an administrative search warrant in advance of an inspection at that premises, without first being denied entry.

## **SECTION VI VIOLATIONS**

It shall be unlawful for any Person other than Haulers to distribute, collect, remove or dispose of Mixed Recyclables after said materials have been placed or deposited for Collection Service.

Pursuant to Minnesota Statutes, sections 115A.95 and 115A.553, it shall be unlawful for a Hauler to dispose of any Source Separated Mixed Recyclables or Source Separated Organic Material at a waste-to-energy facility or landfill.

Nothing in this Ordinance shall abridge the right of any Person to give or sell their Mixed Recyclables or Organic Material to any Recycling program lawfully operated for profit, non-profit or charitable purposes.



Nothing in this Ordinance shall abridge the right of any authorized Recycling program to lawfully operate within the County, subject to such other licenses or other regulations as may be required by law.

#### **SECTION VII SEPARABILITY**

The provisions of this Ordinance are separable. If any court of competent jurisdiction adjudges any provision of this Ordinance to be invalid, such judgment shall not affect any other provision of this Ordinance not specifically included in the judgment.

#### **SECTION VIII PROVISIONS ARE ACCUMULATIVE**

The provisions of this Ordinance are accumulative to all other current or future laws, ordinances, and regulations, covering any subject matter in this Ordinance.

## **RESOLUTION NO.**

### **RESOLUTION APPROVING THE COMMENCEMENT OF ORGANIZING SOLID WASTE COLLECTION BETWEEN THE CITY OF RICHFIELD AND LICENSED RESIDENTIAL COLLECTORS AS PER MINNESOTA STATUTE 115A.94**

**WHEREAS**, the City of Richfield understands the environmental significance and economic value in improving responsible waste disposal across the city and desires to help provide a more equitable service for Richfield residents; and

**WHEREAS**, on February 24th, 2020, the Richfield City Council directed City staff to proceed with the research and planning process for establishing an organized solid waste collection system as per Minnesota Statute 115A.94;

**NOW, THEREFORE, BE IT RESOLVED**, that on November 12<sup>th</sup>, 2020, the City will officially publish the required notice to notify the public and will notify licensed collectors of its intent to begin the process of considering organizing collection, all pursuant to Minnesota Statute 115A.94, subd 4d; and

**BE IT FURTHER RESOLVED**, the City will commence a 60-day negotiation period with licensed collectors after holding the initial “meet and confer” meeting with elected officials and licensed collectors per the requirements of Minnesota Statute 115A.94, subd 4e; and

**BE IT FURTHER RESOLVED**, the City Council of the City of Richfield authorizes City staff to meet and negotiate with the existing licensed residential collectors for a period of at least 60 days per the requirements of Minnesota Statute 115A.94, subd. 4d; and

**BE IT FURTHER RESOLVED**, the City Council approves a 6-month license term in 2021 for all licensed residential collectors, along with a month-to-month extension plan, if necessary, based on the progress made in organizing collection; and

**BE IT FURTHER RESOLVED**, the City Council hereby approves the creation of an options committee – to which the City Council will subsequently appoint members – to identify, examine, and evaluate various methods of solid waste collection as per the requirement of Minnesota Statute 115A.94, subd 4a and 4b; and

**BE IT FURTHER RESOLVED**, the City shall negotiate in good faith with the existing licensed residential collectors as per the Statute toward a mutually agreed upon proposal for consideration of the City Council of the City of Richfield.

Adopted by the City Council of the City of Richfield, Minnesota this 10<sup>th</sup> Day of November, 2020.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk