



**REGULAR CITY COUNCIL MEETING  
VIRTUAL MEETING HELD VIA WEBEX  
FEBRUARY 8, 2022  
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 live meeting or email comments ahead of the meeting to [kwynn@richfieldmn.gov](mailto:kwynn@richfieldmn.gov).***

Approve the Minutes of the (1) City Council Work Session of January 25, 2022; and (2) City Council Meeting of January 25, 2022.

**PRESENTATIONS**

1. Proclamation celebrating Black History Month with Human Rights Commission Chair, Walter Burk

**AGENDA APPROVAL**

2. Approval of the Agenda
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. First reading of a proposed Ordinance Amendment establishing regulations for Electric Vehicle chargers.  
Staff Report No. 17
  - B. Consider a resolution approving a request for a Conditional Use Permit to allow a Class I (full service) restaurant and retail market at 2900 66th Street West, Suite 2900 (Southdale Square).  
Staff Report No. 18
  - C. Consider approval of a first reading of an ordinance authorizing the sale of three city-owned properties for I-494 Project 1 and schedule a second reading for February 22, 2022.  
Staff Report No. 19
  - D. First Reading of an ordinance amending zoning regulations for firearm sales, repair, and other related uses.  
Staff Report No. 20
  - E. Consider purchase approval of a Pierce Enforcer PUC Fire Pumper for \$300,000 in budget year 2022

and \$523,673 in budget year 2023, totaling \$823,673, from MacQueen Emergency Group, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

Staff Report No. 21

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

#### **PROPOSED ORDINANCES**

5. Consider the approval of the first reading of an ordinance amending Sections 921 and 925 of the Richfield City Code to update and incorporate previous open burning, fires, and incineration restrictions.

Staff Report No. 22

#### **RESOLUTIONS**

6. Consider the adoption of a resolution approving the contracts with Law Enforcement Labor Services (Police Officers) and Teamsters (Police Sergeants and Police Lieutenants) for the period January 1, 2022 through December 31, 2023 and authorize the City Manager to execute the agreements.

Staff Report No. 23

#### **OTHER BUSINESS**

7. Consider confirmation of the appointment of Sack Thongvanh to be Assistant City Manager for the City of Richfield.

Staff Report No. 24

8. Consider confirmation of the appointment of Melissa Poehlman to be Community Development Director for the City of Richfield.

Staff Report No. 25

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

9. City Manager's Report

#### **CLAIMS AND PAYROLLS**

10. Claims and Payroll

#### **COUNCIL DISCUSSION**

11. Hats Off to Hometown Hits
12. Adjournment

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



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session Virtual via WebEx

**January 25, 2022**

### CALL TO ORDER

The meeting was called to order by Council Member Supple at 5:33 p.m. virtually via WebEx

Council Members Present: Maria Regan Gonzalez, Mayor (arrived 5:34 p.m.); Mary Supple; Sean Hayford Oleary; and Ben Whalen

Council Members Absent: Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Krista Guzman, Human Resources Manager; Neil Ruhland, Communications and Engagement Manager; Kate Aitchison, Communications Specialist; Chris Swanson, Management Analyst; Kelly Wynn, Administrative Assistant; and Kari Sinning, City Clerk.

#### ITEM #1

#### DISCUSSION ON MODIFYING THE HEALTH CARE SAVINGS PLAN FOR THE MAYOR AND COUNCIL MEMBERS

Council Member Supple introduced City Manager Rodriguez who turned it over to Human Resources Manager Guzman. Human Resources Manager Guzman explained the current healthcare savings plan and the proposed changes.

Council Member Whalen stated his concern and the need for input from Council.

Council Member Supple expressed that her feelings were not strong about the changes.

Council Member Hayford Oleary stated that it would be fine to reduce

Mayor Regan Gonzalez asked if it could be changed for some but not for all of which Human Resources Manager Guzman stated that it has to be the same for everyone.

City Manager Rodriguez shared that Council Member Trautmann told her that he would be fine with what the Council would decide.

Council Member Hayford Oleary asked for more information on the health care savings plan. Human Resources Manager Guzman explained the health care savings plan in further detail stating that it cannot be used until after employment for health care related costs.

Council Member Hayford Oleary asked Council Member Whalen for the details on why he would like to reduce the amount. Council Member Whalen explained that the money out of their paychecks could be potentially be used for something else and suggested \$50 as a middle ground.

All Council present agreed that \$50 would be reasonable.

Human Resources Manager Guzman stated that she will be able to change the amount with the State and make a resolution for full adoption.

<b>ITEM #2</b>	<b>PRESENTATION ON THE RICHFIELD NEWSLETTER</b>
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Mayor Regan Gonzalez introduced City Manager Rodriguez who turned it over to Communications Manager Ruhland. Communications Manager Ruhland shared a little bit about the Richfield newsletter and the preliminary acceptance of it. He then introduced Communications Specialist Aitchison.

Communications Specialist Aitchison gave a presentation that explained the need, how the e-newsletter would be distributed, and what the e-newsletter would entail. She also shared the next steps for outreach to the community.

Council Member Hayford Oleary expressed his excitement for the Richfield Recap and asked about subscribing to only one topic without subscribing to the Richfield Recap. Communications Specialist Aitchison stated that is an option to add and it is something that could do as a pop out on the side of a page.

Council Member Whalen communicated his enthusiasm for the Richfield Recap and asked about text links working properly. Communications Specialist Aitchison stated that the text links should be operational and will follow up with GovDelivery.

Council Member Supple echoed the praises given by other council members and stated that she is excited for this to be a place for residents to get the news all in one place.

Mayor Regan Gonzalez also expressed excitement for the Richfield Recap and thanked the communications team for this project. She asked if we could include something along the lines of 'Thank you Thursdays' (a part of the City Manager's Report to Council) to it so that residents can see their words getting to city staff and also asked about having it be available in Spanish.

Council Member Whalen asked for clarification on how to sign up via text. Communications Specialist Aitchison stated that the phone number is a regular number but she is hopeful that they can make that easier for the future and promoted the use of the [richfieldmn.gov/subscribe](https://richfieldmn.gov/subscribe) to sign up for the e-newsletter.

Communications Manager Ruhland stated that the open rate is about 56% which is so much higher than other government newsletters and also expressed that this can be used by all departments which can make it cheaper and standardize the brand for Richfield.

<b>ITEM #3</b>	<b>PRESENTATION FROM GREATER MSP</b>
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Mayor Regan Gonzalez introduced City Manager Rodriguez who turned it over to Peter Frosch, CEO from Greater MSP, who gave a presentation about Greater MSP. Mr. Frosch shared that Greater MSP is a 13-county partnership that focuses on strategies to work as a region to promote economic growth in the region.



Council Member Supple asked for more detail about inclusive economic growth. Mr. Frosch explained that the recent census data stated a sixty percent growth in the BIPOC population in the region and Greater MSP is focused on getting access for small-medium BIPOC owned businesses to thrive.

Council Member Whalen shared his concern about housing affordability and asked about the programs to solve the home ownership disparities. Mr. Frosch expressed that this is an American problem and that there are some efforts that could be breakthrough when it comes to this issue.

Mayor Regan Gonzalez shared the history of housing setbacks in Richfield and how we as a City have been working towards more actual affordable housing. Mayor Regan Gonzalez asked about affordable quality childcare. Mr. Frosch echoed the concern for the need of affordable childcare which is a big issue that policy makers should be involved in and Mayor Regan Gonzalez stated that corporate offices could also rethink their childcare benefits to their employees and that is a conversation that Greater MSP could have with their stakeholders. Mayor Regan Gonzalez also asked about key opportunities that Greater MSP could offer Richfield given our location and size. Mr. Frosch explained the opportunities that Richfield could have in advanced manufacturing.

Council Member Hayford Oleary expressed concern on strict rent control policies like Minneapolis and St. Paul and asked about how other communities such as Richfield could not impose such strict policies. Mr. Frosch stated that the policies undermine the goals and that there are more solutions for this issue and asked what ideas Richfield has entertained. Council Member Hayford Oleary stated the current limits that are placed upon properties that are subsidized by the city. Mr. Frosch also brought up that this is also an income issue too.

Council Member Whalen asked about the policies for workers and worker protections that Greater MSP has conversed about. Mr. Frosch stated that Greater MSP is focused on creating jobs that pay competitive wages and making economic opportunity to help those workers to be successful.

Mayor Regan Gonzalez thanked Mr. Frosch and Greater MSP for the presentation and the continued work to make Richfield a part of the attractive regional solution. Mr. Frosch thanked the Council for the opportunity and mentioned a federal funding hub (website) that Richfield could take part in to create more transparency and creativity for the city.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:49 p.m.

Date Approved: February 8, 2022

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Maria Regan Gonzalez  
Mayor

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Kari Sinning  
City Clerk

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting Virtual via WebEx

January 25, 2022

### CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 7:00 p.m. virtually via WebEx.

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

Council Members Absent: Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Amy Markle, Recreation Services Director; Jennifer Anderson, Support Services Manager/Community Health Services Administrator; Jay Henthorne, Police Chief; Joe Powers, City Engineer; Kelly Wynn, Administrative Assistant; Chris Swanson, Management Analyst, and Kari Sinning, City Clerk.

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

### OPEN FORUM

Administrative Assistant Wynn reviewed the options to participate:

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

There were no callers.

### APPROVAL OF MINUTES

M/Supple, S/Whalen to approve the minutes of the: (1) Special City Council Work Session of January 8, 2022; (2) City Council Work Session of January 11, 2022; (3) City Council Meeting of January 11, 2022; (4) Special City Council Work Session of January 13, 2022; and (5) Special City Council Work Session of January 15, 2022.

City Clerk Sinning took roll call vote:

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

Motion carried 4-0

<b>ITEM #1</b>	<b>PROCLAMATION CELEBRATING RICHFIELD OLYMPIAN JON SOTO MORENO</b>
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Mayor Regan Gonzalez celebrated Mr. Soto Moreno's accomplishments and read aloud the proclamation.

Mr. Soto Moreno expressed his gratitude for the overwhelming support from the community and stated that he will be representing both Mexico and Richfield during the Olympics.

Council Member Supple wished Mr. Soto Moreno well and expressed her proudness.

Council Member Whalen asked about the events that Mr. Soto Moreno would be participating in. Mr. Soto Moreno stated that he qualified for the 1500km classic event that will be on February 11<sup>th</sup> and that there may be chances for another event as well. Council Member Whalen wished Mr. Soto Moreno the best in the event.

Council Member Hayford O'leary congratulated Mr. Soto Moreno and also wished him well.

Mayor Regan Gonzalez mentioned a bake sale fundraiser to help Mr. Soto Moreno and wished Mr. Soto Moreno well. Mayor Regan Gonzalez also asked if Mr. Soto Moreno would join in a Bilingual Ski with Me event at Wood Lake of which Mr. Soto Moreno expressed interest.

<b>ITEM #2</b>	<b>RICHFIELD FOUNDATION 2022 GRANT AWARD PRESENTATION</b>
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Mayor Regan Gonzalez introduced Husniyah Dent Bradley from the Richfield Foundation who gave a brief presentation of the Richfield Foundation and shared the 2021 Grant Recipients.

Council Member Hayford O'leary asked if there will be a wine fundraiser event this year. Ms. Dent Bradley stated that there is optimism to hold the event and they are talking about what is feasible in moving forward with the event during the pandemic.

Council Member Supple thanked the volunteers to those serving on the Foundation and the support to the community.

Council Member Whalen thanked the Foundation and encouraged the broader community to keep the support for the Richfield Foundation.

Mayor Regan Gonzalez promoted donation and volunteerism for the Richfield Foundation and thanked Husniyah Dent Bradley for the presentation.

<b>ITEM #3</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Whalen, S/Hayford Oleary to approve the agenda.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

<b>ITEM #4</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

- A. Consider approval of de minimis determination for the Hennepin County Road Project at the southwest corner of the intersection of 70th Street and Nicollet Avenue that will improve both the accessibility and safety of the area adjacent to Augsburg Park. (Staff Report No. 12)
- B. Consider the Approval of Change Order No. 7 for the 77th Street Underpass Project. (Staff Report No. 13)

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

Mayor Regan Gonzalez asked if item A is one of the areas that she has received complaints from residents about safety. Director Markle stated the improvements for public safety that would be implemented at that intersection that would be more beneficial to the disability community. Mayor Regan Gonzalez expressed excitement for this improvement.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

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

<b>ITEM #6</b>	<b>VIOLATION HEARING AND CONSIDERATION OF A RESOLUTION REGARDING CIVIL ENFORCEMENT FOR ESTABLISHMENTS THAT RECENTLY UNDERWENT ALCOHOL COMPLIANCE CHECKS CONDUCTED BY RICHFIELD PUBLIC SAFETY STAFF, AND FAILED BY SELLING ALCOHOL TO A PERSON UNDER THE AGE OF 21. (STAFF REPORT NO. 14)</b>
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Council Member Supple presented Staff Report 14.

Support Services Manager Anderson explained the process and stated that there were no establishments that have contested the enforcement.

Mayor Regan Gonzalez clarified the agenda item and informed the business owners present that this is not a public hearing and that they can ask questions to council and city staff.

Council Member Hayford Oleary asked for further clarification. Support Services Manager Anderson stated that there is a requirement for all business owners that failed the compliance check to be present at the meeting and that the letter sent to the businesses explained the process. Council Member Hayford Oleary asked if these are the same stipulations as previous years given the strain on businesses during covid. Support Services Manager Anderson stated that these are the stipulations that are prescribed by state law for selling alcohol to a minor.

Council Member Supple asked if the number of violations have increased. Support Services Manager Anderson stated that it has increased from previous years.

Council Member Whalen asked that as staff works with the businesses and gets the written plans to be on the lookout for trends that they may see and if there is anything on a policy level that could be done to modify those trends to let Council know. Council Member Whalen recognized that perhaps staff turnover and stress of covid could have led to these failed compliance checks.

Patrick Bernet (Patrick's French Bakery), Santiago Sanchez (Los Sanchez), Jeff Husaby (VFW Post 5555) explained what happened during their compliance checks.

M/Supple, S/Whalen to approve the attached resolutions regarding civil enforcement for establishments that failed alcohol compliance checks by selling alcohol to an underage person.

**RESOLUTION NO. 11933**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR ASSAL PETROLEUM, LLC D/B/A WINNER GAS/PUMP AND MUNCH, 7733 PORTLAND AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11934**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR DAVANNI'S INC. D/B/A DAVANNI'S PIZZA AND HOT HOAGIES, 6345 PENN AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11935**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR FRED BABCOCK VFW POST 5555, 6715 LAKESHORE DRIVE AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11936**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR LOS SANCHEZ TAQUERIA II, LLC D/B/A LOS SANCHEZ TAQUERIA, 2 66TH STREET WEST AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11937**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR LYNDALE SMOKEHOUSE, LLC D/B/A LYNDALE SMOKEHOUSE, 7745 LYNDALE AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11938**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR MY BURGER OPERATIONS, LLC D/B/A MY BURGER, 6555 LYNDALE AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11939**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR NORTHERN TIER RETAIL, LLC. D/B/A SPEEDWAY #4191, 7500 LYNDALE AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11940**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR PATRICK'S FRENCH BAKERY, INC. D/B/A/ PATRICK'S BAKERY & CAFÉ, 2928 66TH STREET WEST AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11941**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR SHRI HARI CORP. D/B/A PORTLAND FOOD MART, 7701 PORTLAND AVENUE SOUTH AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

**RESOLUTION NO. 11942**

**RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR VPC RICHFIELD PIZZA, LLC D/B/A GIORDANO'S OF RICHFIELD, 3000 66TH STREET WEST, AND IMPOSING A CIVIL PENALTY FOR FIRST TIME ALCOHOL COMPLIANCE FAILURE**

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0.

Mayor Regan Gonzalez stated that the businesses will be receiving a letter and to contact staff to complete the process.

<b>ITEM #7</b>	<b>CONSIDER THE APPOINTMENTS TO CITY ADVISORY BOARD AND COMMISSIONS. (STAFF REPORT NO. 15)</b>
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Mayor Regan Gonzalez presented Staff Report 15 along with the appointments to the commissions and thanked city staff for their contributions to the process.

Administrative Assistant Wynn thanked those that were appointed to the commissions and mentioned that recruitment for the HRA and EDA will be commencing soon.

M/Regan Gonzalez, S/Hayford Oleary to appoint members to fill the expiring or vacant terms on City advisory board and commissions referenced in the attached list.

Council Member Whalen expressed thanks and excitement for the new commission members.

Council Member Supple also thanked the volunteers.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0.

<b>ITEM #8</b>	<b>CONSIDER REPRESENTATIVES TO SERVE AS THE 2022 LIAISONS TO VARIOUS LOCAL, REGIONAL AND STATE ORGANIZATIONS, AND CITY BOARDS AND COMMISSIONS. (STAFF REPORT NO. 16)</b>
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Mayor Regan Gonzalez presented Staff Report 16 and read the liaison appointments for Council.

M/Regan Gonzalez, S/Supple to designate City Council liaison appointments to various local, regional and state organizations, and City boards and commissions.

City Clerk Sinning took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0.

<b>ITEM #9</b>	<b>CITY MANAGER'S REPORT</b>
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City Manager Rodriguez asked Community Health Services Administrator Anderson to give an update on covid. Community Health Services Administrator Anderson stated the trend of covid, masks to the community, and test kits.

Council Member Supple asked about the data collected from Minnesota waste water sampling. Community Health Services Administrator Anderson stated that the data is used for comparisons with MDH.

Council Member Whalen thanked staff for their work to distribute masks and test kits to community members.

Council Member Hayford Oleary asked about mask reuse guidelines being distributed to the community. Community Health Services Administrator Anderson stated that there is a graphic that will be distributed with the ones to the community but that might be helpful for wide use.

Mayor Regan Gonzalez thanked staff for their leadership and efforts.

City Manager Rodriguez gave an update on City covid mitigations and the federal vaccination or test program.

Council Member Whalen asked about mitigations at the Ice Arena. City Manager Rodriguez stated that masks are required to enter the building but they are not required for the skaters and that staff are doing their best to enforce mask wearing.

<b>ITEM #10</b>	<b>CLAIMS AND PAYROLL</b>
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M/Whalen, S/Hayford Oleary that the following claims and payrolls be approved:

<b><u>U.S. Bank</u></b>	<b><u>1/25/2022</u></b>
A/P Checks: 303256 – 303561	\$2,706,921.64
Payroll: 167748 – 168049, 43459	\$ <u>793,674.27</u>
TOTAL	\$3,500,595.91

City Clerk Sinning took roll call vote:

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

Motion carried 4-0

<b>ITEM #11</b>	<b>HATS OFF TO HOMETOWN HITS</b>
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Council Member Hayford Oleary thanked the residents that applied for commissions and boards and expressed excitement for the new commissioners.



Council Member Whalen thanked snow plow drivers and public works and lifted up the Richfield Recap and encouraged residents to subscribe for the e-newsletter at [richfieldmn.gov/subscribe](http://richfieldmn.gov/subscribe).

Council Member Supple mentioned the Section 8 Wait List is open for applications and also thanked HRA Commissioner Sue Sandahl for her service. Educational Support Week

Mayor Regan Gonzalez thanked city staff and FOWL board members that attended the bonding event at Wood Lake Nature Center.

<b>ITEM #12</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 8:28 p.m.

Date Approved: February 8, 2022

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Maria Regan Gonzalez  
Mayor

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Kari Sinning  
City Clerk

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Katie Rodriguez  
City Manager



## Proclamation of the City of Richfield

**WHEREAS**, Black History Month is a time to celebrate the achievements of African Americans who shaped the history of our city, state and nation; and

**WHEREAS**, Black History Month pays tribute to the contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our shared history; and

**WHEREAS**, African American families have lived in what is now known as the city of Richfield since the early 1800s and have contributed to the community; and

**WHEREAS**, the achievements of African Americans in the Richfield Schools system have been recognized since the late 19th century. For example, in the late 19th century William E. Patrick was an African American teacher at East School in Richfield, and, in 1967, John L. Peterson was captain of the Richfield High track team and is now in the Richfield High School Athletic Hall of Fame; and

**WHEREAS**, in 1967, Richfield churches set an example for us all by banding together and declaring in full-page newspaper ads, "We wish to make it known that Richfield churches welcome citizens of all races, colors, and creeds"; and

**WHEREAS**, African Americans have been involved in Richfield city government since at least the 1960s, when Robert Worthington was hired as the Richfield planning director in 1969; and

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

**WHEREAS**, the Richfield Human Rights Commission supported this proclamation at its January 4, 2022 meeting and recommended the Richfield City Council do the same; and

**NOW, THEREFORE, I, Maria Regan Gonzalez, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of February 2022 as Black History Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Black Americans throughout the year.**

**PROCLAIMED** this 8th day of February 2022

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Maria Regan Gonzalez, Mayor



**STAFF REPORT NO. 17**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Nellie Jerome, Assistant Planner

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Interim Community Development Director  
1/31/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/1/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**First reading of a proposed Ordinance Amendment establishing regulations for Electric Vehicle chargers.**

**EXECUTIVE SUMMARY:**

Transportation accounts for 29% of U.S greenhouse gas emissions, which is the largest share of all emissions categories, according to the US Environmental Protection Agency. Electric Vehicles and Electric Vehicle (EV) charging infrastructure are both needed throughout the US to reduce these emissions. According to the Great Plains Institute, in order to boost EV sales to 10% of the market share of all car sales in the Twin Cities metro, we will need to install 9,000 to 16,000 chargers. As of June 2019, there were only about 500 charging units in the entire metro area. Additionally, since global EV sales jumped from 450,000 in 2015 to 2.1 million in 2019, we will need to fill a growing demand for chargers. EV sales are also projected to increase while battery prices decrease and more models become available, according to the Minnesota Department of Transportation.

In light of emissions and market trends, this proposed Ordinance Amendment establishes general standards for EV charger infrastructure in the City of Richfield, as well as minimum charger numbers that must be installed for new developments and for certain redevelopments that are required to bring the property into compliance based on Subsection 544.01. Staff researched best practices for the proposed ordinance and aligned the proposed requirements with neighboring cities, like St. Louis Park, Bloomington, and Minneapolis. More cities in the metro area are expected to add EV charging standards to their city codes in the coming years as well. In 2018, 28 cities worked together across Minnesota to explore EV readiness, as part of the "Cities Charging Ahead" program, led by the Great Plains Institute and Clean Energy Resource Teams (CERTs). Many of those participating cities have already implemented EV infrastructure into their policies and/or city practices.

Richfield's proposed EV ordinance includes a requirement for multifamily and non-residential uses to install EV chargers in some parking spaces, and to have other spaces made "EV-ready" (i.e. conduit installed to support future installation of chargers). EV chargers come in three styles. Level-1 (L1) is considered slow charging. The voltage level for L1 chargers is between zero and 120 volts, and chargers can use a standard household outlet. L1 chargers usually start at around \$200 for basic models. Level-2 (L2) is considered medium speed charging. The voltage level for L2 chargers is between 120 and 240 volts. L2 chargers can cost between \$400 and \$2,000 depending on features. Level-3 (L3) charging is considered fast or rapid. The voltage for L3 chargers - sometimes called DC chargers - is greater than 240 volts. L3 chargers are the most

expensive and usually cost around \$10,000, but can cost up to \$40,000 for “super fast” models. A summary of the proposed EV charger requirements is below:

- Residential uses with up to 3 units: one L1 charger required in an enclosed parking space
- Residential uses with 4 to 14 units: 10% of enclosed parking spaces require L1 chargers, and 2 spaces require L2 or L3 EV-ready spaces
- Residential uses with 15 or more units: 10% of enclosed parking spaces require L2 chargers, 20% of spaces require L2 or L3 EV-ready spaces, and all remaining enclosed spaces required to be L1 EV-ready. At least one ADA space must have access to an EV charger.
- Non-residential uses with up to 20 spaces: One space with an L2 or L3 charger and 10% percent require L2 or L3 EV-ready spaces.
- Non-residential uses with 21 or more off-street parking spaces: 5% percent of parking spaces with an L2 or L3 charger, and 20% percent require L2 EV-ready spaces. At least one L3 EV-ready space. At least one ADA space must have access to an EV charger.

The ordinance also adds EV chargers as a permitted accessory use in all zoning districts. Additionally, it allows a 5% reduction of minimum required parking for the installation of EV chargers above and beyond requirements, at a ratio one L2 or L3 charger to one parking spot. This reduction may be used instead of, but not in addition to, the bicycle parking reduction. New off-street parking areas will need to comply with the EV charger requirements and if an existing parking area is physically expanded, any added parking areas will need to meet ratios for minimum EV charging requirements as well.

### **RECOMMENDED ACTION:**

**By motion: Approve a first reading of an Ordinance Amendment establishing regulations for Electric Vehicle chargers.**

### **BASIS OF RECOMMENDATION:**

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

A joint work session was held with the Planning Commission and the City Council on September 27, 2021. Staff heard from Council Members and Commissioners that EV charging standards were an important policy priority for the City and that the Zoning Code should be updated with new EV charger requirements.

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

- Subsection 509.25 of the Richfield Zoning Code establishes regulations for nonconformities.
- Subsection 544.13 of the Richfield Zoning Code establishes standards for vehicle parking and loading requirements.
- Subsection 512.03 of the Richfield Zoning Code establishes permitted uses in all districts.

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

None.

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

Estimated private installation costs provided in the Executive Summary.

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

- Notice of the public hearing was published in the Sun Current newspaper as required.
- The Planning Commission voted unanimously to recommend approval of the EV charging ordinance at their January 24, 2022, meeting.
- A second reading of the proposed ordinance is scheduled for consideration by the City Council on March 8, along with consideration of a summary publication.

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

- Recommend revisions of the Ordinance Amendment as proposed; or,
- Recommend denial of an Ordinance Amendment establishing regulations for Electric Vehicle chargers, thus maintaining the status quo.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance	Ordinance

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

**AN ORDINANCE AMENDMENT ESTABLISHING REGULATIONS  
FOR ELECTRIC VEHICLE CHARGERS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Subsection 509.25, Subdivision 7 of the Richfield Zoning Code is amended to read as follows:

**Subd. 7.** Nonconforming site improvements. This subsection is primarily aimed at upgrading nonconforming site improvements that affect the appearance and impacts of a site. It is not intended to require extensive changes that would be extremely impractical such as moving or lowering buildings.

- a) Nonconforming Parking. Alteration, addition or expansion which results in an increased need for off-street parking shall provide additional parking according to the following guidelines:
  - i. Where modifications result in an increase in the applicable unit of measurement (dwelling unit, floor area, capacity, number or seats, etc.) which is 50 percent or less of the original total, additional parking shall be required only for this new or modified part of the development;
  - ii. Where modifications result in an increase in the applicable unit of measurement which is over 50 percent of the original total, sufficient off-street parking shall be provided to bring the entire development into conformance with the requirements of this ordinance.
- b) Nonconforming Landscaping and Screening. Alternative landscaping or screening may be approved by the Director, where, due to existing structure placement, lot dimensions, parking requirements, or other improvements, it is not possible to provide the landscaping or screening required by this ordinance, according to the following rules:
  - i. The alternative landscaping or screening will not be detrimental to adjacent properties; and
  - ii. The alternative landscaping or screening complies with the purpose and intent of standards dictated by this ordinance.
- c) Additional Nonconforming Site Improvements. In addition to the requirements of a) and b) above, the following nonconforming site improvements must be made conforming if a structure or use associated with the nonconforming site improvement is enlarged or expanded.
  - i. Impervious surface coverage as required by applicable zoning district standards;
  - ii. Irrigation as required by Subsection 544.03, Subd. 4(h);

- iii. Screening of refuse collection and utilitarian items in accordance with Subsection 544.05;
- iv. Pedestrian circulation as required by Subsection 544.15;
- v. Bicycle parking in accordance with Subsection 544.17; ~~and~~
- vi. For enlargement or expansion of non-conforming off-street parking or loading areas, the enlarged or expanded area of such off-street parking or loading areas must comply with the minimum requirements for electric vehicle (EV) chargers and EV-ready spaces in accordance with Subsection 544.13, Subd. 7
- vi. Underground utilities when renovation costs exceed 50 percent of the value of the structure, in accordance with Subsection 544.19.
- d) The Director may modify or waive any of the provisions above based on a written finding that the proposal:
  - i. Would not be detrimental to adjacent properties; and
  - ii. The proposal complies with the purpose and intent of standards dictated by this ordinance.

Section 2. Subsection 512.03 of the Richfield Zoning Code is amended to read as follows:

**512.03. - Permitted uses in all districts.**

Except as otherwise noted, the following uses shall be construed to be permitted in all zoning districts within the City:

- a) Public streets and highways;
- b) Underground public utilities;
- c) Municipally-owned parks and related accessory facilities;
- d) Solar equipment as an accessory use;
- e) Horticulture/community gardens as an accessory to an established institutional use (school, church, park), provided that plants and related materials are maintained in a clean and orderly manner and that waste is disposed of appropriately; ~~and~~
- f) Beekeeping subject to the inspection and licensing requirements and limitations outlined in Section 906-; and
- g) Electric vehicle chargers and related equipment as an accessory use subject to the requirements and limitations outlined in Subsection 544.13.

Section 3. Subsection 544.13 of the Richfield Zoning Code is amended to add a new Subdivision 7 as follows, renumbering all subsequent subdivisions:

**Subd. 7. Electric Vehicle Charger Requirements**

- a) Purpose. Ensuring that electric vehicle ("EV") charging serves both short- and long-term parking needs throughout the city, while limiting

adverse impacts of EV chargers, reducing emissions, and improving environmental health outcomes in our community.

b) EV charger level descriptions:

- i. Level-1 (or “L1”) is considered slow charging and includes a range from zero (0) volts to one hundred twenty (120) volts.
- ii. Level-2 (or “L2”) is considered medium charging and includes a range from one hundred twenty (120) volts to two hundred forty (240) volts.
- iii. Level-3 (or “L3”) is considered fast or rapid charging and includes a range of greater than two hundred forty (240) volts.

c) EV-ready spaces and EV parking space standards:

- i. EV-ready spaces shall require appropriate electrical capacity and conduits to support future EV chargers. Appropriate electrical capacity and conduits shall allow for future simultaneous charging of all future installed chargers. EV-ready spaces shall not require an installed charger unit.
- ii. EV charger installation in excess of any minimum requirements may be substituted for up to five (5) percent of minimum off-street parking requirements. One (1) L2 or L3 charger is equivalent to one (1) parking space.

iii. EV charger locations and standards:

- 1) EV chargers must be located in a parking island, mounted to an adjacent pedestal or similar structure, or protected by bollards, structures, or curb if located in a parking lot.
- 2) EV chargers shall be set back at least three (3) feet from any lot line abutting another parcel. However, upon written request from the property owner, the Director may reduce or rescind this setback requirement for shared access agreements or pursuant to a finding of necessity and public convenience.
- 3) EV chargers located along an alley, or located adjacent to a right-of-way which contains a public sidewalk, shall be set back at least three (3) feet from the nearest edge of such alley or sidewalk. When adjacent to the right-of-way, the location must be approved by the Director of Public Works. EV chargers may be located in the right-of-way, with permission from the Director of Public Works. EV chargers mounted on pedestals, light posts, bollards, or other devices for on-street charging stations shall be designed and located as to not impede pedestrian travel or create hazards within the right-of-way.
- 4) EV chargers shall be set back at least twenty-four (24) inches from the face of any adjacent curb.
- 5) EV chargers shall be mounted in a manner that allows for any cords to be retractable or hung sufficiently above any pedestrian surface.



- 6) EV chargers shall be installed pursuant to manufacturer specification and shall comply with all applicable building codes and relevant Americans with Disabilities Act (ADA) requirements.
- 7) When an EV charger is not operational for thirty (30) consecutive days, it shall be considered to be removed from service.
- 8) EV chargers must be operational during the normal business hours of the use(s) served. EV chargers may be de-energized or otherwise restricted after normal business hours of the use(s) served.

d) Minimum requirements for EV chargers and EV-ready spaces by land use are as follows:

<b><u>USE</u></b>	<b><u>INSTALLED EV CHARGING STATIONS*</u></b>	<b><u>EV-READY SPACES*</u></b>	<b><u>ADDITIONAL REQUIREMENTS</u></b>
<u>Residential uses with up to 3 units</u>	<u>At least one (1) enclosed space shall support L1 charging.</u>		
<u>Residential uses with 4 to 14 units</u>	<u>Ten (10) percent of enclosed parking spaces shall support L1 charging.</u>	<u>Two (2) spaces capable of L2 or L3 charging. All remaining enclosed spaces capable of L1 charging.</u>	
<u>Residential uses with 15 units or more</u>	<u>Ten (10) percent of parking spaces shall support L2 charging.</u>	<u>Twenty (20) percent of spaces capable of L2 or L3 charging. All remaining enclosed spaces capable of L1 charging.</u>	<u>At least one ADA parking space shall have access to an installed EV charger.</u>
<u>Non-residential uses with up to twenty (20) spaces</u>	<u>One (1) space shall support L2 or L3 charging</u>	<u>Ten (10) percent of spaces capable of L2 or L3 charging.</u>	
<u>Non-residential uses with twenty-one (21) or more off-street parking spaces</u>	<u>Five (5) percent of parking spaces shall support L2 or L3 charging.</u>	<u>Twenty (20) percent of spaces capable of L2 charging. At least 1 space capable of L3 charging.</u>	<u>At least one ADA parking space shall have access to an EV charger.</u>

\*If calculation results in a fraction, the next higher whole number shall be used.

- e) The minimum number of EV chargers may be reduced by the Director if proof can be provided that such spaces will not be used.

Section 4. Subsection 544.13, Subdivision 10 of the Richfield Zoning Code is amended and renumbered as follows:

**Subd. ~~40~~ 11.** Calculating space for a compound use. Should a structure contain two (2) or more types of uses, the total off-street and minimum EV parking spaces required for each use shall be calculated separately unless requirements for joint parking arrangements can be applied as regulated by Subd. ~~44~~ 12 of this s-Subsection.

Section 5. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 8 day of March, 2022.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Kari Sinning, City Clerk



**STAFF REPORT NO. 18**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Interim Community Development Director  
1/27/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/2/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution approving a request for a Conditional Use Permit to allow a Class I (full service) restaurant and retail market at 2900 66th Street West, Suite 2900 (Southdale Square).**

**EXECUTIVE SUMMARY:**

Kruse Markit (Applicant) is proposing to open a retail market and restaurant/cafe serving alcohol in a multi-tenant building known as Southdale Square (2900 66th Street West). Full service restaurants, those serving alcohol, are a conditionally permitted use in the General Business (C-2) District.

The Applicant is proposing to occupy 2,290 square feet of the property. This space was previously occupied by Pier 1 Imports. The remaining square footage of the former Pier 1 is occupied by Foss Swim School. The proposed use meets the required condition for full service restaurants in the C-2 District in that the site abuts an arterial roadway. The entire shopping center also meets parking requirements when accounting for the proposed use. A full discussion of Conditional Use Permit (CUP) requirements can be found in an attachment to this report.

At their January 24 meeting, the Planning Commission conducted a public hearing and unanimously approved a motion recommending approval of the CUP. Finding that the proposal meets requirements, staff recommends approval of the CUP.

**RECOMMENDED ACTION:**

**By motion: Approve the attached resolution granting a Conditional Use Permit to allow a Class I restaurant and retail market at 2900 66th Street West, Suite 2900 (Southdale Square).**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The subject site, known as Southdale Square, was developed as a multi-tenant shopping center in the 1960s. The most recent tenant of this portion of the shopping center was Pier 1 Imports. Following closure of that business, this area of the site was improved to attract a potential restaurant tenant. The most prominent improvement being construction of the plaza on this end of the main building of the shopping center.

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

- Section 534.07 subd.6 states that full service restaurants (Class I) are a conditional use in the C-2 General Business District. Furthermore, the ordinance states said alcohol-serving uses must be on a site that abuts a roadway classified as an arterial or collector. 66th Street is classified as minor arterial; therefore, this requirement is met.
- A full discussion of the general CUP requirements can be found as an attachment to this report.

**C. CRITICAL TIMING ISSUES:**

60-DAY RULE: The 60-day clock 'started' when a complete application was received on December 29, 2021. A decision is required by February 27, 2022 or the City must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

**D. FINANCIAL IMPACT:**

The required application fee has been paid.

**E. LEGAL CONSIDERATION:**

- Notice of the January 24 Planning Commission public hearing was published in the Sun Current newspaper and mailed to properties within 350 feet of the site on January 13. No members of the public provided comment at the public hearing.
- The Planning Commission unanimously approved a motion recommending approval of the CUP.

**ALTERNATIVE RECOMMENDATION(S):**

- Approve the proposal with modifications.
- Deny the CUP with a finding that requirements are not met.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Heidi Stark, Kruse Markit Brian Corcoran, Firm Ground Architecture

**ATTACHMENTS:**

Description	Type
▢ Resolution - CUP Approval - Kruse Markit	Resolution Letter
▢ Required Findings	Backup Material
▢ Project Narrative	Exhibit
▢ Proposed Plans	Exhibit
▢ Zoning Map	Exhibit
▢ 2040 Comp Plan Designations	Exhibit

**RESOLUTION NO.**

**RESOLUTION APPROVING A  
CONDITIONAL USE PERMIT FOR A RESTAURANT AND RETAIL MARKET  
AT 2900 66TH STREET WEST SUITE 2900**

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of a conditional use permit to allow a Class I (full service) restaurant and retail market at property commonly known as Southdale Square, addressed as 2900 66th Street West, and legally described as follows:

Lot 1, Block 1, Southdale Square, Hennepin County, Minnesota

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested conditional use permit at its January 24, 2022 meeting; and

**WHEREAS**, notice of the public hearing was published in the Sun Current and mailed to properties within 350 feet of the subject property on January 13, 2022; and

**WHEREAS**, the requested conditional use permit meets the requirements necessary for issuing a conditional use permit as specified in Richfield's Zoning Code, Subsection 547.09 and as detailed in City Council Staff Report No.\_\_\_\_; and

**WHEREAS**, the City has fully considered the request for approval of the conditional use permit;

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

1. A conditional use permit is issued to allow a Class I Restaurant and Retail Market, as described in City Council Letter No. \_\_\_\_\_, on the Subject Property legally described above.
2. This conditional use permit is subject to the following conditions in addition to those specified in Section 547.09 of the City's Zoning Ordinance:
  - That the recipient of this conditional use permit record this Resolution with the County, pursuant to Minnesota Statutes Section 462.36, Subd. 1 and the City's Zoning Ordinance Section 547.09, Subd. 8. A recorded copy of the approved resolution must be submitted to the City prior to the issuance of an occupancy permit.
  - All rooftop or ground mechanical equipment must be screened, per Zoning Code Section 544.05.
  - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated January 6, 2022, and compliance with all other City and State regulations.
  - Prior to the issuance of an occupancy permit the applicant must submit a surety equal to 125% of the value of any improvements and/or requirements not yet complete. This surety shall be provided in the manner specified by the Zoning Code.

3. The conditional use permit shall expire one year after issuance unless 1) the use for which the permit was granted has commenced; or 2) Building permits have been issued and substantial work performed; or 3) Upon written request of the applicant, the Council extends the expiration date for an additional period not to exceed one year. Expiration is governed by the City Zoning Ordinance, Section 547.09, Subdivision 9.
4. This conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the City's Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 8th day of February 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

## Code Requirements / Required Findings

**Part 1 – Conditional Use Permit:** The findings necessary to issue a Conditional Use Permit (CUP) are as follows (547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* The proposed use of the property is consistent with the guiding "Mixed Use" designation. The Comprehensive Plan identifies a number of goals and policies related to economic development and support for business and employment growth. The proposal is consistent with these goals and policies.
2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* The purpose of the Zoning Code is to protect and promote the public health, safety, aesthetics, economic viability, and general welfare of the City. The purpose of the General Business (C-2) District is to allow a wide variety of commercial businesses that are attractive and compatible with nearby residential properties. The proposal is consistent with these purposes.
3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* There are no specific redevelopment plans or design guidelines that apply to the property.
4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposed use will likely maintain the status quo with performance standards requirements.
5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any issues.
6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* The nature of the proposed use is such that there are not likely any threats to public health, safety and welfare. Adequate provision would be in place to protect public health, safety and welfare.
7. *There is a public need for such use at the proposed location.* Staff regularly hears from residents that locally-owned dining and drinking establishments are desired in the community. This requirement is met.
8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* Section 534.07 subd.6 states that alcoholic beverages may not be served unless the site abuts a roadway classified as an arterial or collector. 66th Street is classified as minor arterial; therefore, this requirement is met.

*"Your well-built project begins and endures on Firm Ground"*

01/10/2022

Conditional Use Application  
City of Richfield  
Kruse Markit  
2900 W 66<sup>th</sup> Street, Suite 2900

**Project Description:**

This is a 2,300 square foot tenant improvement (TI) project in the Southdale Square development, within the same building as Foss Swim School. The existing building is fully sprinklered with 2 egress exits – 1 shared with Foss Swim School. Onsite parking exceeds what is required, and there is 1 existing ADA parking stall adjacent to the TI main entrance - 1 ADA stall is proposed to be added next to the existing stall. There is a dedicated existing rooftop mechanical unit for this TI space and a shared trash enclosure with Foss Swim School.

**Project Narrative:**

Kruse Markit will be the first retail/ café / wine and beer concept in the Richfield/Edina/Southdale shopping area. The program will include areas for retail shopping that provides an array of products that range from items for your pantry, to items for gifting and lifestyle; and areas for a laid-back café experience that caters to clientele at all times of the day. The café will provide high quality coffee options, healthy fare with minimal preparation for breakfast and lunch, and a charming happy hour experience including charcuterie, wine, and beer. Kruse Markit will bring a fresh perspective of laid-back and refined organic luxury to a vibrant community. The retail/pantry vision will provide a fusion of west coast style meets Nordic modern sensibility, and a unique connection to this ever evolving community. Alcohol

**Preliminary Schedule:**

- Project Kickoff Meeting: Week of December 13<sup>th</sup>, 2021
- Schematic Design: December 20<sup>th</sup> - December 24<sup>th</sup>, 2021
- Design Development: December 28<sup>th</sup> - January 7<sup>th</sup>, 2022
- Construction Documents: January 10<sup>th</sup> - February 4<sup>th</sup>, 2022
- Furniture Procurement: January 31<sup>st</sup> - February 4<sup>th</sup>, 2022
- Pricing and Permitting: February 7<sup>th</sup> - February 25<sup>th</sup>, 2022
- Construction Start: February 28<sup>th</sup>, 2022
- Construction Completion: April 29<sup>th</sup>, 2022
- Close Out: May 2<sup>nd</sup> - May 6<sup>th</sup>, 2022
- Grand Opening: May 14<sup>th</sup>, 2022

This project joins other food and beverage establishments like Giordano's, Café Zupas, and Patrick's Bakery & Café on the Southdale Square property. We anticipate this project will add to the appeal of this neighborhood and have no negative impact.

Sincerely submitted by,  
Firm Ground Architects & Engineers, Inc.

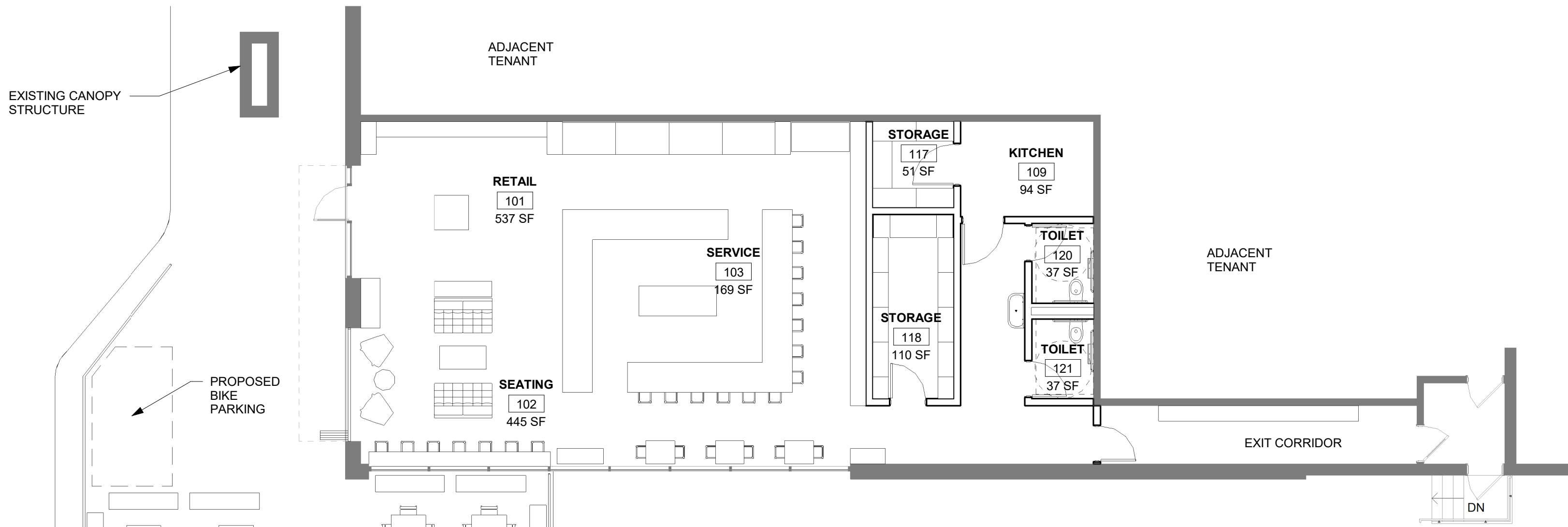


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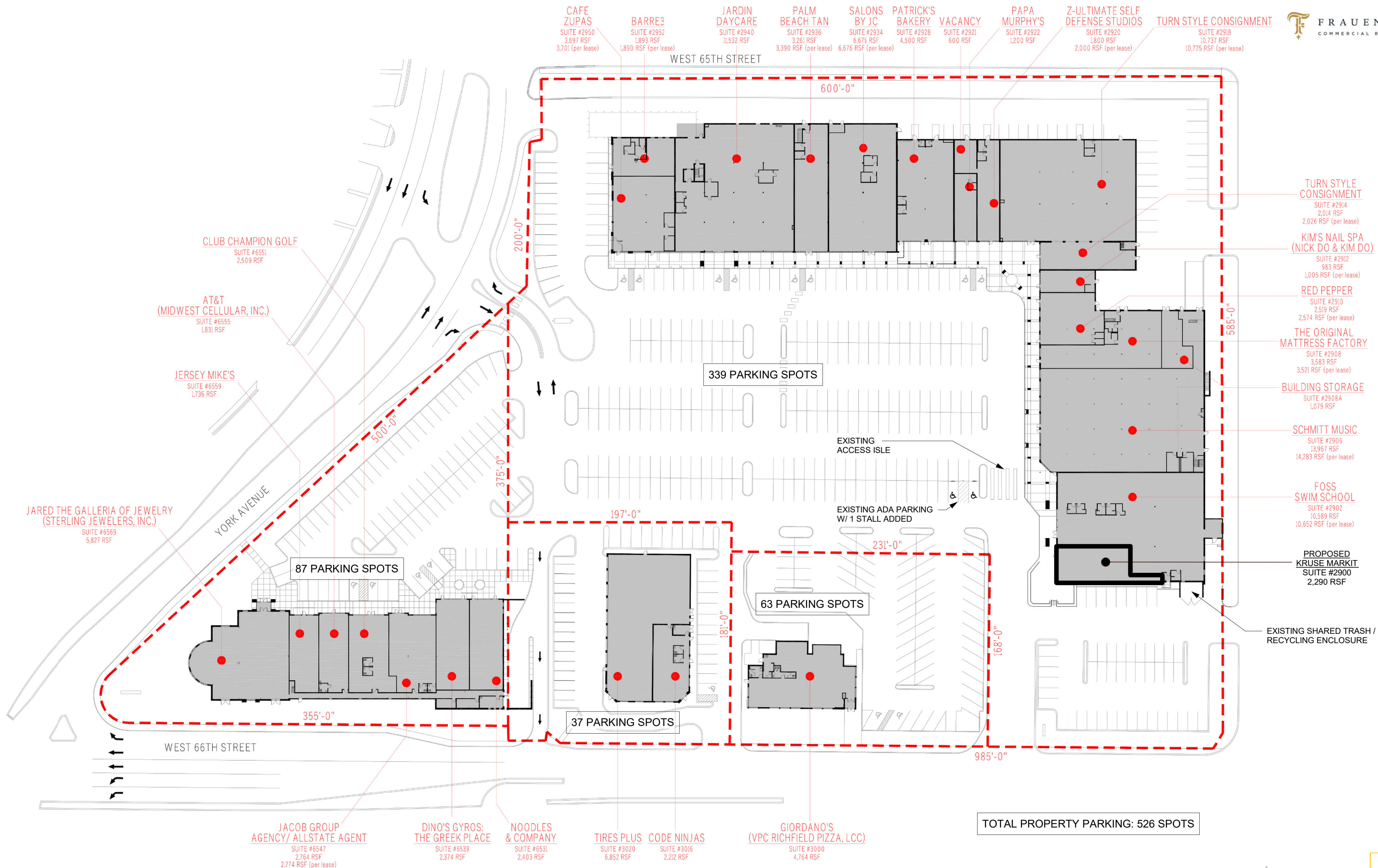
Brian Corcoran, AIA  
Project Architect







2 PATIO / FLOOR PLAN  
T3 1/8" = 1'-0"



SOUTHDALE SQUARE SHOPPING CENTER  
2900 - 3020 WEST 66TH STREET  
RICHFIELD, MN 55423

6531 - 6569 YORK AVENUE  
EDINA, MN 55425

SITE PLAN

TOTAL PROPERTY PARKING: 526 SPOTS

DATE: 03/30/21

archimea  
Interior Design Services, Inc.  
3001 Metro Drive Suite 450 Bloomington, MN 55425 952-854-5208

1 EXISTING SITE PLAN  
T3 NOT TO SCALE



275 Market Street, Ste. 368  
Minneapolis, MN 55405

612.819.1835 www.firmgroundae.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly  
**Registered Architect**  
under the laws of the State of Minnesota

Thomas P. Wasmoen  
12/28/2021 20891  
Date License No.

PARTNERS/CONSULTANTS

FRAUENSHUH  
COMMERCIAL REAL ESTATE

OWNER

HEIDI STARK

5620 PILLSBERRY AVE S  
MINNEAPOLIS MN 55419

PROJECT

KRUSE MARKET

2900 W 66TH ST, SUITE 2900  
RICHFIELD MN 55423

PROJECT NO. 21.159  
DRAWN BY B. CORCORAN  
CHECKED BY T. WASMOEN  
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LAND USE

# ISSUE/REVISION DATE

SHEET TITLE

SITE PLAN

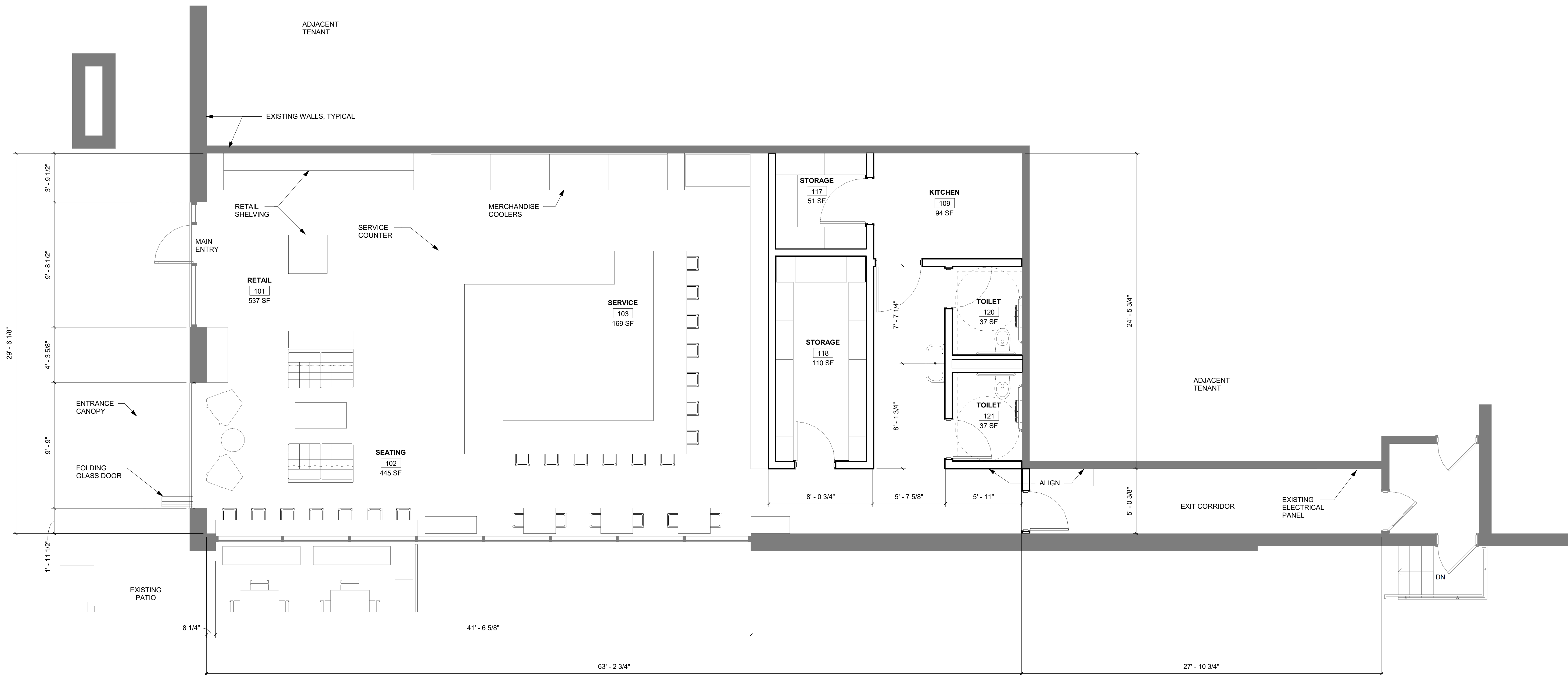
SHEET NUMBER

T3

FIRM GROUND  
architects & engineers



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16  
A101 FLOOR PLAN  
1/4" = 1'-0"



275 Market Street, Ste. 368  
Minneapolis, MN 55405

612.819.1835 www.firmgroundae.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly  
**Registered Architect**  
under the laws of the State of Minnesota

  
Thomas P. Wasmoen  
12/28/2021 20891  
Date License No.

PARTNERS/CONSULTANTS

OWNER

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MINNEAPOLIS MN 55419

PROJECT

KRUSE MARKET

2900 W 66TH ST, SUITE 2900  
RICHFIELD MN 55423

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LAND USE

#	ISSUE/REVISION	DATE
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SHEET TITLE

FLOOR PLAN

SHEET NUMBER

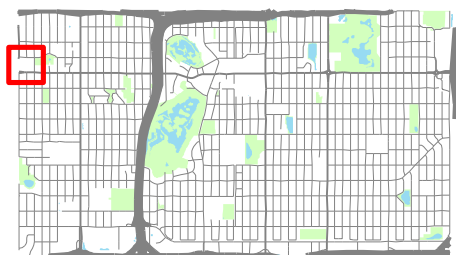
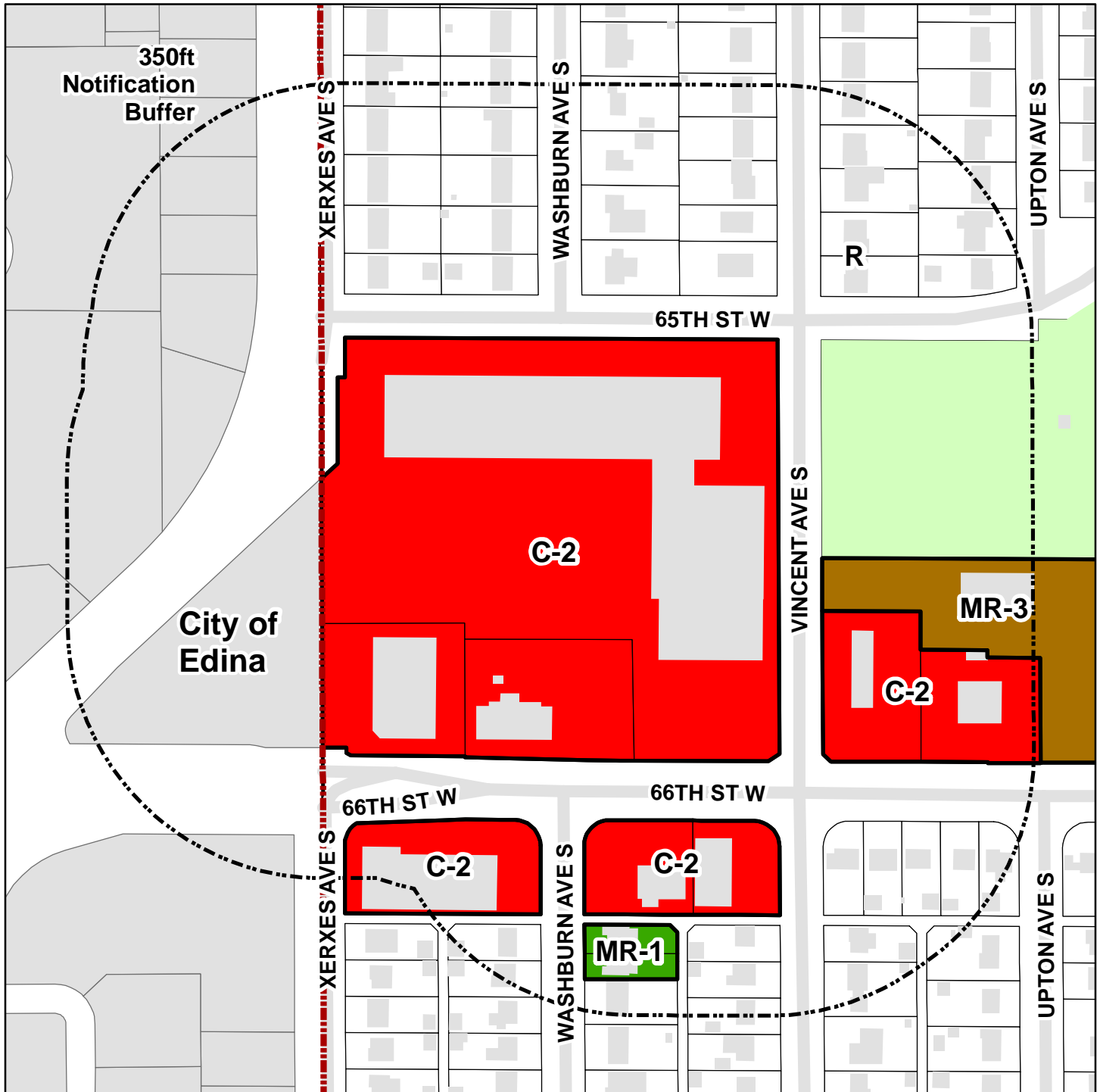
A101  
FIRM GROUND  
architects & engineers



# 2900 66th St W

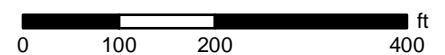
## Surrounding Zoning

Case No: 22-CUP-01



### Zoning Districts

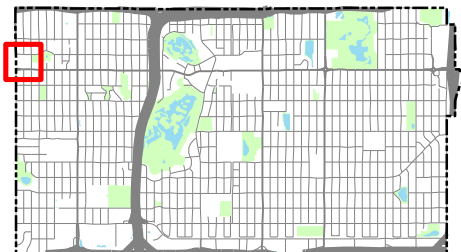
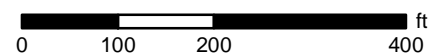
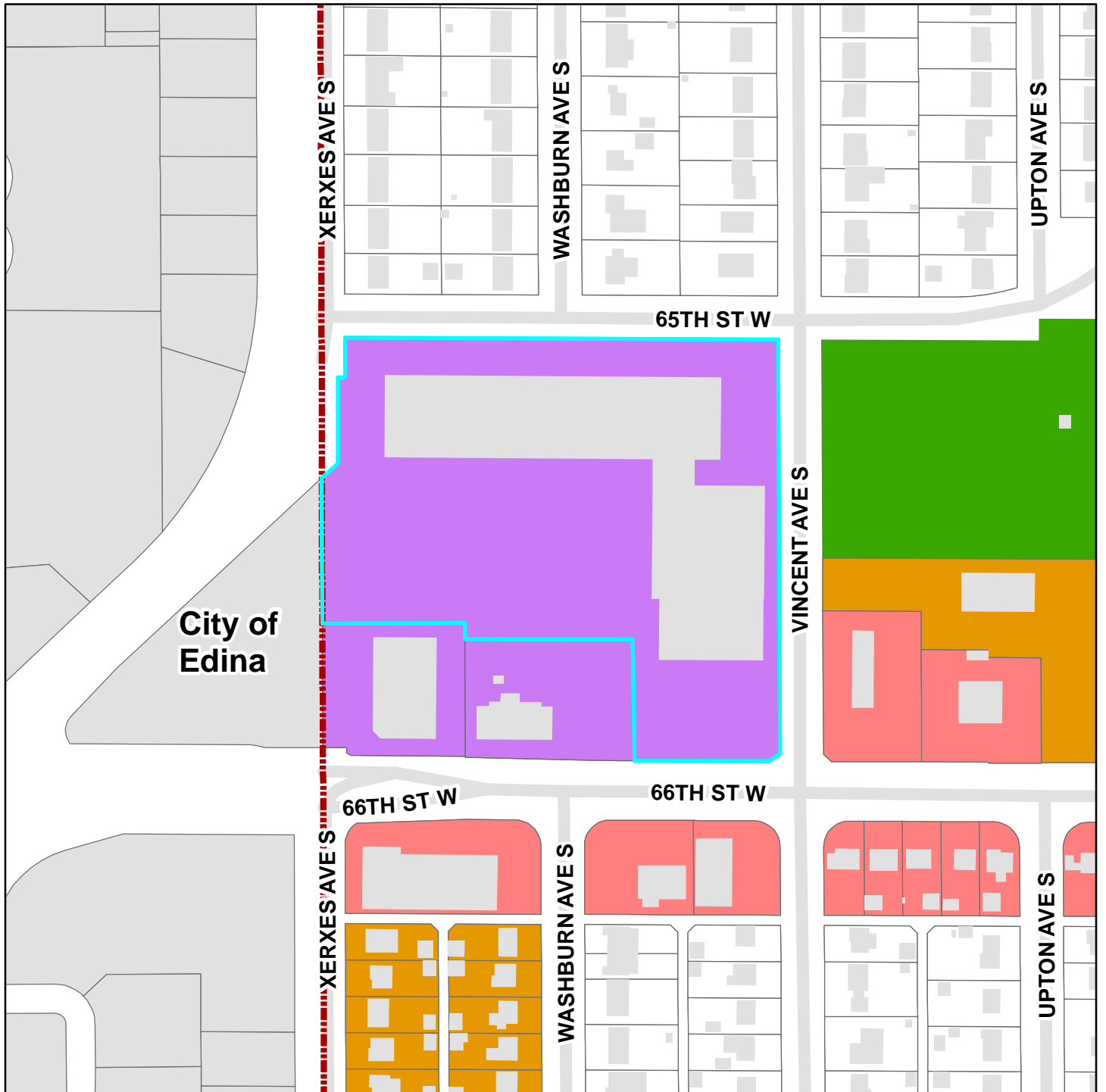
Parks	MR-2 Multi-Family	C-2 General Commercial	MU-C/CAC Mixed Use + Cedar Overlay
R Single-Family	MR-2/CAC Multi-Fam + Cedar Overlay	PC-2 Planned General Commercial	MU-C/PAC Mixed Use + Penn Overlay
R-1 Low-Density Single-Family	MR-3 High-Density Multi-Family	PMU Planned Mixed Use	MU-N Mixed Use-Neighborhood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





# 2900 66th St W

## 2040 Comprehensive Plan Designations



### 2040 Planned Land Use

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





**STAFF REPORT NO. 19**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Ben Manibog, Transportation Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
2/1/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/2/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of a first reading of an ordinance authorizing the sale of three city-owned properties for I-494 Project 1 and schedule a second reading for February 22, 2022.**

**EXECUTIVE SUMMARY:**

The purpose of the land transfer ordinance is to sell three parcels of city-owned land to the Minnesota Department of Transportation (MnDOT) for the construction of I-494 Project 1. The land (south of Best Buy headquarters) will be used for:

- A trail connecting Knox Ave and Penn Ave
- An interstate ramp connecting I-35W to westbound I-494
- An interstate ramp connecting westbound I-494 to Penn Ave

The proposed ordinance is a separate action from the Council's future municipal consent determination of I-494 Project 1 which is scheduled for February 22, 2022.

The land was acquired by the City in 2001 as a part of the Penn Avenue bridge project. The land came from MnDOT as a transfer during the construction project. The three parcels of the land transfer are described as Outlot A, Outlot B, and Outlot C in the attached ordinance language and exhibits.

The money for the land payment in 2001 came from Metropolitan Council through a Right-of-Way Acquisition Loan Fund (RALF). The RALF loan program is an interest-free loan made by the Metropolitan Council.

It was understood in 2001 that the land acquired with the RAFL loan was for MnDOT's future expansion of I-494. It was also understood that when the interstate expands, MnDOT will re-acquire the land for construction. MnDOT would pay the City for the three parcels and the City would then pay Metropolitan Council for the no-interest loan.

**RECOMMENDED ACTION:**

**By motion: Approve the first reading of an ordinance authorizing the sale of three city-owned properties for I-494 Project 1 and schedule a second reading for February 22, 2022.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

MnDOT's Project 1 will construct an E-Z Pass lane on I-494 from TH 100 to I-35W in each direction, Phase 1 of the turbine interchange at the I-494/I-35W interchange, and access changes and replacement of the bridges at Nicollet, Portland, and 12th Avenues. A new pedestrian/bicycle bridge near Chicago Avenue will also be constructed over I-494.

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

Section 13.04 of the city charter states, "No real property of the City shall be disposed of except by ordinance".

**C. CRITICAL TIMING ISSUES:**

Transferring the city-owned parcels allows MnDOT to continue their construction of I-494 Project 1 on-time for completion in 2026.

**D. FINANCIAL IMPACT:**

- If approved, the property will be sold to MnDOT for \$7 million.
- If approved, the \$7 million MnDOT payment will be used to repay the no-interest RALF loan from Metropolitan Council for the original purchase of the property.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Proposed Ordinance	Ordinance
□ Exhibit A - Outlots A, B, C	Exhibit

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

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY  
OWNED BY THE CITY

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Background; findings; authority.

1.01. The City of Richfield (the “City”) is governed by home rule charter adopted pursuant to the Constitution of the State of Minnesota and Minnesota Statutes, Chapter 410 (Act).

1.02 The City is the owner of real property located in the City of Richfield depicted on attached Exhibit A and legally described as:

Outlots A, B and C, BEST BUY CAMPUS, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Certificate of Title No. 1134452.

(the “City Property”).

1.03. It has been proposed by the State of Minnesota, acting through its Department of Transportation (“MNDOT”) that the City sell the City Property to MNDOT for the purposes of making improvements to Interstate 494. Pursuant to Section 13.04 of the City’s Charter, no real property of the City shall be disposed of except by ordinance.

1.04. The Council finds and determines that it is in the best interests of the City to sell the City Property to the MNDOT for the purposes of improving Interstate 494.

Section. 2 Adoption; effective date; filing.

2.01 The sale of the City Property to MNDOT is approved. The City Manager, City staff and City attorney are authorized and directed to negotiate the sale of the City Property and take all steps necessary to effect such sale.

2.02. This Ordinance shall take effect after the thirtieth (30<sup>th</sup>) day, exclusive of day of publication.

Passed by the City Council of the City of Richfield, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Maria Regan Gonzalez, Mayor

ATTEST:

---

Kari Sinning, City Clerk



Exhibit A  
Depiction of the Property

# RIGHT OF WAY PARCEL LAYOUT

C.S. 2785(494=393)904

S.P. 2785-424

OWNER: City of Richfield

COUNTY: Hennepin

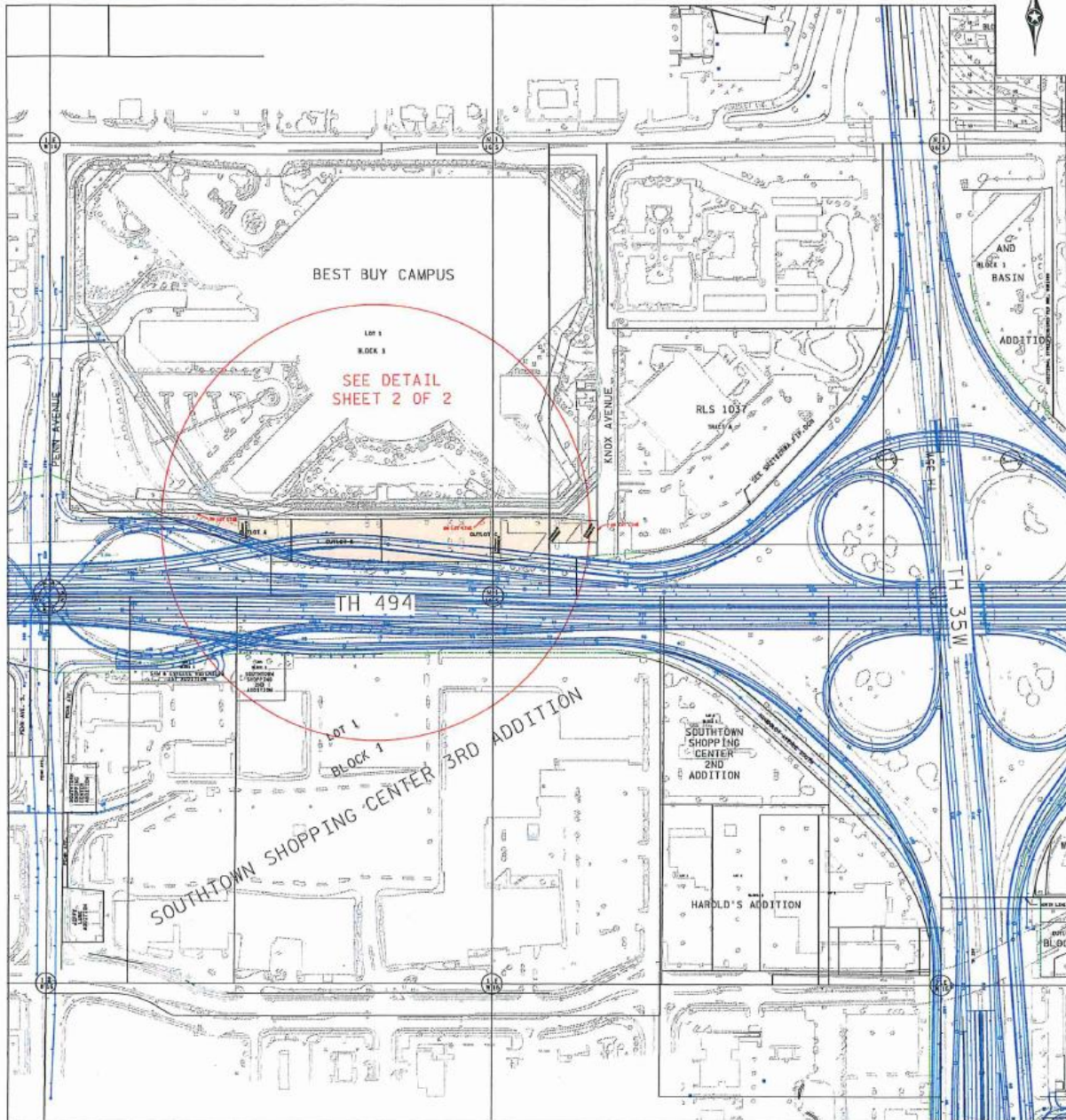
PARCEL NUMBER: 221



SHEET 1 OF 2

SCALE 1" = 400 ft.

- |                        |  |                         |
|------------------------|--|-------------------------|
| Parent Tract           | Existing Highway Easement to be purchased in FEE | Existing Access Control |
| New Right of Way - FEE | Permanent Easement                               | Inplace R/W Line        |
| Temporary Easement     |  | New Access Control      |
|                        |  | New R/W Line            |
|                        |  | Temporary Easement      |
|                        |  | Proposed Construction   |



# RIGHT OF WAY PARCEL LAYOUT

C.S. 2785(494=393)904

S.P. 2785-424

OWNER: City of Richfield

COUNTY: Hennepin

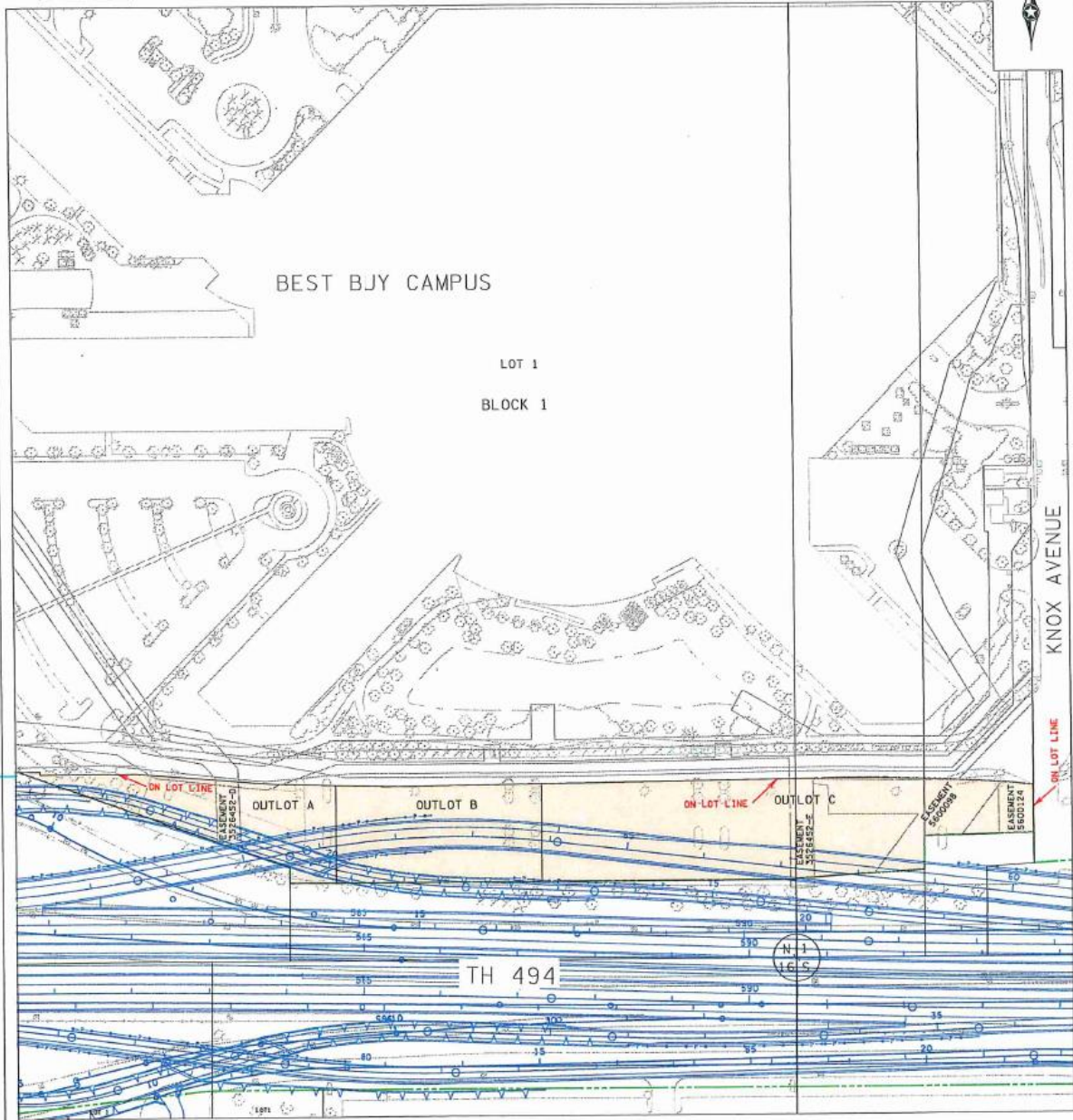
PARCEL NUMBER: 221



SHEET 2 OF 2

SCALE 1" = 175 ft.

- |                        |  |                         |
|------------------------|--|-------------------------|
| Parent Tract           | Existing Highway Easement to be purchased in FEE | Existing Access Control |
| New Right of Way - FEE | Permanent Easement                               | Inplace R/W Line        |
| Temporary Easement     |  | New Access Control      |
|                        |  | New R/W Line            |
|                        |  | Temporary Easement      |
|                        |  | Proposed Construction   |







**STAFF REPORT NO. 20**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Melissa Poehlman, Interim Community Development Director

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Interim Community Development Director  
1/27/2022

OTHER DEPARTMENT REVIEW: Jay Henthorne, Public Safety Director

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/2/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**First Reading of an ordinance amending zoning regulations for firearm sales, repair, and other related uses.**

**EXECUTIVE SUMMARY:**

In May 2021, the City Council approved a six-month moratorium on the establishment of any new commercial use involving firearms in order to allow time to study and consider existing regulations. The moratorium was extended for an additional six months on September 14, 2021. Based on significant research and two work sessions with the Planning Commission and Council, the attached Ordinance Amendment updating zoning regulations for firearm sales, repair, and related uses is presented for your consideration.

The purposes of the proposed changes are:

- Clarify applicability of the regulations (applicable to all uses involving firearms)
- Address Code ambiguities
- Address online firearms sales
- Revise district permissions and buffering distances

Proposed revisions:

- Add Mixed Use Community (MU-C) sites to conditionally permitted locations
- Increase required buffer from residential uses from 100 feet to 250 feet
- Clarify that residential buffers are applicable to both residentially used and zoned property
- Add "parks" to list of protected uses from which buffer distance is required (300 feet)
- Clarify and update protected use terminology
- Prohibit such uses in downtown Richfield (in and around the area of 66th Street and Lyndale and Nicollet Avenues)
- Directly address internet-based and mail-order sales; prohibiting such uses unless there is no display, inspection, or physical transfer of firearms on or near the premises

The proposed rules continue to allow firearm sales, repair, and other related uses in certain areas of the City, as recommended by the City Attorney. Adoption of new regulations does not impact existing uses, who are allowed to continue indefinitely as they exist. New rules could limit the expansion of these businesses, as new regulations would be applicable to expanded areas.

The Planning Commission held a public hearing on the proposed ordinance at their January 24 meeting. The Planning Commission voted unanimously to recommend approval of the proposed ordinance.

**RECOMMENDED ACTION:**

**By motion: Conduct a first reading of an ordinance amending zoning regulations for firearm sales, repair, and other related uses.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The City last reviewed regulations related to firearms in 2004.
- Public testimony related to current regulations led the City Council to adopt a moratorium on the establishment of new uses involving firearms in order to study and consider possible changes.

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

- MN State Law prohibits local regulation of firearms with certain exceptions.
- MN Statute 571.635 states that cities "may regulate by reasonable, nondiscriminatory, and nonarbitrary zoning ordinances," the location of uses involving firearms.
- The City Attorney recommends against a outright prohibition or effective prohibition through zoning.
- One minor change was made to the ordinance following the public hearing. The Director of Public Safety (in addition to the City Manager and any designee) is specifically listed as a reviewer of outside security plans.

**C. CRITICAL TIMING ISSUES:**

- The current moratorium expires May 11, 2022. New regulations should be adopted prior to that date.

**D. FINANCIAL IMPACT:**

None

**E. LEGAL CONSIDERATION:**

- Notice of the Planning Commission public hearing was published in the Sun Current Newspaper. No members of the public provided comment during the public hearing.
- Approval of a first reading does not obligate the Council to adopt the ordinance at a second reading.

**ALTERNATIVE RECOMMENDATION(S):**

- Approve the proposed ordinance with additional changes.
- Deny the proposed ordinance, allowing current regulations to stand.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Ordinance	Ordinance
□ Sites for Firearm Uses Map	Exhibit

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

**AMENDMENT TO RICHFIELD CITY CODE RELATED TO ZONING  
AMENDING REGULATIONS IN THE  
GENERAL BUSINESS (C-2) AND MIXED USE (MU-C AND MU-R) DISTRICTS  
RELATED TO USES INVOLVING FIREARMS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1 Subsection 512.09 of the Richfield City Code related to permitted, conditional, accessory and prohibited uses in the Mixed-Use Districts is amended to read as follows:

**512.09. Permitted, Conditional, Accessory and Prohibited Uses in Mixed-Use Districts.**

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Mixed-Use Districts. Refer to Section 537 for complete regulations.

P: Permitted

A: Accessory

C: Conditional

N: Null or not Permitted

Land Use	MU-N	MU-C	MU-R
Residential			
Assisted living facilities, nursing, rest homes	P	P	N
Dwelling, multifamily (min. 3 units)	P	P	P (but see 537.07, Subd. 2a)
Dwelling, townhouse	P	N	N
Live-work units	P	P	N
Commercial, Institutional and Public			
Adult business establishments as defined and regulated under City Code Subsection 1196	N	P	P
Animal kennels	C	C	C
Assembly and manufacturing accessory and subordinate to a retail use	N	A	A
Auto detailing	N	C	C
Auto mechanical or body repair shops	N	C	C
Auto rental facilities accessory to a primary office or hotel use	N	A	A
Auto sales or lease - new vehicles	N	N	C
Convenience store	P	P	P
Day care facilities	P	P	P
Drive-up window or teller service	N	C	C
<del>Firearms related uses</del>	<del>N</del>	<del>N</del>	<del>C</del>
Funeral homes, mortuaries	N	P	N
Government buildings	A	P	A
<u>Gun or ammunition sales/repair and firearms-related uses</u>	<u>N</u>	<u>C</u>	<u>C</u>
Health or athletic clubs, spas, yoga studios	P	P	P
Hospitals	N	N	P
Hotel/motel (defined as 6 or more rooms)	N	P	P
Libraries, public	P	P	N
Marijuana (medical) dispensaries	N	N	N

Marijuana (recreational) sales outlets	N	N	N
Micro-production facility (micro-brewery/micro-distillery)	N	C	C
Offices and clinics	P	P	P
Public utilities, major	N	C	C
Public utilities, minor	A	A	A
Religious institutions	P	P	A
Restaurant Class I (serving alcohol)	N	C	P
Restaurant Class II (traditional/cafeteria)	P	P	P
Restaurant Class III (fast food with drive-thru)	N	C	C
Restaurant Class IV (take out only)	P	P	P
Retail services, general	C	P	P
Retail services, neighborhood	P	P	P
Retail services, regional	N	C	P
Schools, public or private	P	P	C
Service station/convenience store	N	C	C
Taproom/cocktail room	N	A/C	A/C
Tattoo shops	N	P	P
Theaters, movie, or live entertainment	N	N	P
Transit facilities	A	A	A

\*Conditions apply, see section 537 for complete regulations.

(Amended, Bill No. 2011-13; 2011-19; 2014-4; 2015-5; 2015-15; 2019-4; 2022-x)

Sec. 2

Subsection 534.07, Subdivision 17 of the Richfield City Code is amended as follows:

**Subdivision 1.** The uses listed in this Subsection are conditional uses in the C-2 District, and are subject to the conditional use permit provisions outlined in subsection 547.09 of this Code.

...

**Subd. 17.** Gun or ammunition sales/repair and firearms-related uses (as defined in Subsection 507.07, Subd. 50) provided the following conditions are met:

- a) Such uses shall be licensed under Section 920 of the City Code;
- b) Such uses shall be located not less than 250 feet from residentially zoned or used property; ~~Such uses shall be located not less than 300 feet from any school, church, daycare center, public library, or governmental building;~~
- c) ~~Such uses shall be located not less than 300 feet from any school, religious facility, licensed daycare center, public library, park, or regularly-occupied governmental building; Such uses shall be located not less than 1,000 feet from other gun or ammunition sales/repair businesses or firearms related uses;~~
- d) Such uses shall not be located in downtown. For the purposes of this Subsection, downtown shall be defined as an area within 1,000 feet of 66th Street between Lyndale Avenue and Nicollet Avenue;
- e) Such uses shall be located not less than 1,000 feet from other gun or ammunition sales/repair businesses or firearms-related uses; ~~Such uses shall be located not less than 100 feet from residentially zoned property;~~
- ~~e)f) Firearms-related uses shall~~ Such uses shall not operate before 8:00 a.m. or after 9:00 p.m.;
- ~~f)g)~~ Firearms-related uses shall only be allowed within an enclosed structure that is soundproofed to prevent the sound to be heard by persons on adjoining property;
- ~~g)h)~~ No firearms-related use shall be allowed in a trailer or other nonpermanent building;

~~h)j)~~ Any firing-range existing in the City on or prior to January 1, 2004, shall be allowed to continue;

~~i)j)~~ The design and construction of any firearm-related use shall totally confine all ammunition rounds within the building and in a controlled manner. The design and construction of the firing range shall be certified by a registered architect and engineer in the State of Minnesota. The certified plans shall include the specifications and construction of the bullet trap(s), ceilings, exterior and interior walls, and floors. The certified plans shall state what type and caliber of ammunition the range is designed to totally confine;

~~j)k)~~ No ammunition shall be used in any firearms-related use that exceeds the certified design and construction specifications of the firing range;

~~k)l)~~ A written log of users of any firing range or other firearms-related use shall be maintained by the range operator. The log shall include the name and address of the range user, and the time and date the user was in the range. The name and address of the user shall be verified by photo identification;

~~l)m)~~ An alarm system, cut wire protected, shall be supplied to provide security for a building containing any firearm-related use;

~~m)n)~~ Firearms that are stored on the premises shall be stored in a vault when the range is closed for business. An alarm system, independent of the general alarm system and cut wire protected, shall be supplied for the firearm vault;

~~n)o)~~ Ammunition shall not be stored in the firearm vault;

~~o)p)~~ On site supervision at any firearm-related use shall be supplied at all times by an adult with credentials as qualified range master;

~~p)q)~~ An outside security plan for the general grounds of any firearm-related use shall be submitted to the City Manager or designee and the Director of Public Safety for review and approval;

~~q)r)~~ The transport of firearms on the premises shall conform to State Law;

~~r)s)~~ Minors shall not be allowed in any firearm-related use unless accompanied by an adult at all times. This provision shall not be interpreted to prohibit minors from participating in a firearm safety class, which is supervised by an adult instructor; and

~~s)t)~~ The Council reserves the authority to review or modify the performance standards for the firing range.

u) Federally-licensed firearms dealers engaged only in processing Internet-based or mail-order sales to other licensed dealers where neither the display, inspection nor physical transfer of the firearm occurs on or near the premises are exempted from the provisions of this Subsection.

Sec. 3

Subsection 537.03, Subdivision 1 of the Richfield City Code related to permitted, conditionally permitted and accessory uses in the Mixed Use Districts is amended to read as follows:

**537.03. Permitted Uses.**

**Subdivision 1.** The following table establishes permitted, conditionally permitted and accessory uses for the Mixed Use Districts:

Table 1. Uses of the Mixed-Use District

**Note**—The following abbreviations are used within the use table:

P= permitted use

A= accessory use

C= conditionally permitted



N= not permitted

Use	MU-N	MU-C	MU-R
<b>Residential</b>			
Assisted living facilities, nursing, rest homes	P	P	N
Dwelling, multifamily (min. 3 units)	P	P	P (but see 537.07, Subd. 2a)
Dwelling, townhouse	P	N	N
Live-work units	P	P	N
<b>Commercial, Institutional and Public</b>			
Adult business establishments as defined and regulated under City Code Subsection 1196	N	P	P
Animal kennels	C	C	C
Assembly and manufacturing accessory and subordinate to a retail use	N	A	A
Auto detailing	N	C	C
Auto mechanical or body repair shops	N	C	C
Auto rental facilities accessory to a primary office or hotel use	N	A	A
Auto sales or lease - new vehicles	N	N	C
Convenience store	P	P	P
Day care facilities	P	P	P
Drive-up window or teller service	N	C	C
<del>Firearms related uses</del>	<del>N</del>	<del>N</del>	<del>C</del>
Funeral homes, mortuaries	N	P	N
Government buildings	A	P	A
<u>Gun or ammunition sales/repair and firearms-related uses</u>	<u>N</u>	<u>C</u>	<u>C</u>
Health or athletic clubs, spas, yoga studios	P	P	P
Hospitals	N	N	P
Hotel/motel (defined as 6 or more rooms)	N	P	P
Libraries, public	P	P	N
Marijuana (medical) dispensaries	N	N	N
Marijuana (recreational) sales outlets	N	N	N
Micro-production facility (micro-brewery/micro-distillery)	N	C	C
Offices and clinics	P	P	P
Public utilities, major	N	C	C
Public utilities, minor	A	A	A
Religious institutions	P	P	A
Restaurant Class I (serving alcohol)	N	C	P
Restaurant Class II (traditional/cafeteria)	P	P	P
Restaurant Class III (fast food with drive-thru)	N	C	C
Restaurant Class IV (take out only)	P	P	P
Retail services, general	C	P	P
Retail services, neighborhood	P	P	P
Retail services, regional	N	C	P
Schools, public or private	P	P	C
Service station/convenience store	N	C	C
Taproom/cocktail room	N	A/C	A/C
Tattoo shops	N	P	P
Theaters, movie, or live entertainment	N	N	P

Transit facilities	A	A	A
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(Amended, Bill No. 2011-13; 2011-19; 2014-4; 2015-15; 2019-4; 2022-x)

Sec. 4 Subsection 537.05, Subdivision 10 of the Richfield City Code is amended as follows:

**Subdivision 1.** Generally. Conditional uses listed in Table 1 are subject to the conditional use permit provisions outlines in Subsection 547.09 of this Code and the following conditions:

...

Subd. 10. ~~Firearms Related Uses.~~ Gun or ammunition sales/repair and firearms-related uses in the MU-C and MU-R Districts. ~~Firearms-related uses~~ Gun or ammunition sales/repair and firearms-related uses provided the conditions detailed in the C-2 District are met (534.07 Subd. 17).

Sec. 5 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter. Adoption of this Ordinance constitutes the repeal of Transitory Ordinance \_\_\_\_ establishing a moratorium on new uses involving firearms adopted by the Richfield City Council on May 25, 2021 and extended by Resolution No. \_\_\_\_ on September 14, 2021.

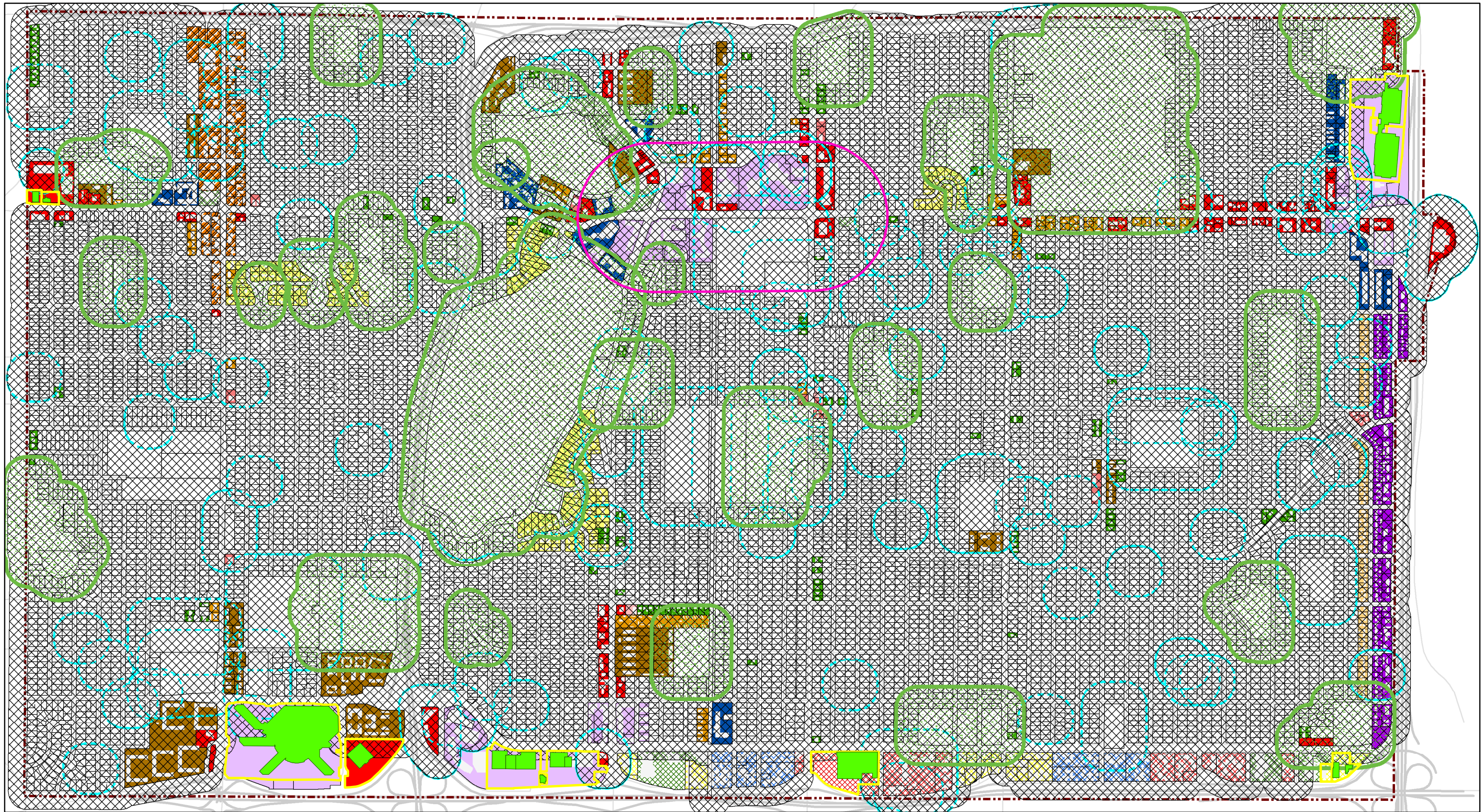
Passed by the City Council of the City of Richfield, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2022.

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





ATTEST:

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









## Legend






-  Revised Buffer (250 ft from Residential Zoning or Use AND 300 ft from certain uses, 1,000 ft from existing FA uses, & 1,000 ft from DT)
-  Buildings where a portion of floor area would be eligible
-  300 ft buffer from Parks
-  1000 ft Buffer From 66th St Between Lyndale & Nicollet Aves






NOTE: Sites identified as eligible may be arranged such that only portions of the building may have fire arms tenants, or they were deemed to have sufficient area for a building addition or where a building could be elsewhere constructed.





## Sites for Fire Arms Uses

### Zoning Districts

-  R Single-Family
-  R-1 Low-Density Single-Family
-  MR-1 Two-Family
-  PMR Planned Multi-Family

-  MR-2 Multi-Family
-  MR-2/CAC Multi-Fam + Cedar Overlay
-  MR-3 High-Density Multi-Family
-  SO Service Office
-  C-1 Community Commercial

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

-  MU-C/PAC Mixed Use + Penn Overlay
-  MU-N Mixed Use-Neighborhood
-  MU-R Mixed Use-Regional
-  I Industrial



0 0.25 0.5 1 Miles





**STAFF REPORT NO. 21**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Chris Link, Deputy Public Works Director

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
2/1/2022

OTHER DEPARTMENT REVIEW: Mike Dobesh, Fire Chief

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/2/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider purchase approval of a Pierce Enforcer PUC Fire Pumper for \$300,000 in budget year 2022 and \$523,673 in budget year 2023, totaling \$823,673, from MacQueen Emergency Group, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**

**EXECUTIVE SUMMARY:**

The Richfield Fire Department (RFD) staff utilize two fire pumper vehicles on a daily basis, and currently own three fire pumpers. The vehicle to be purchased will be the primary truck housed at Fire Station #1 for all fire calls. Each fire pumper responds to over 1,700 calls (fire and medical) per year. The fire pumper being purchased will replace an existing fire ladder truck (unit #3789) that has reached the end of its useful lifespan. Once the RFD takes possession of the new fire pumper the old fire ladder truck will be sold at auction for fair market value and RFD will transition to using four fire pumpers and zero fire ladder trucks. The RFD, in consultation with neighboring departments, has determined that a fourth fire pumper will better serve the community than a new ladder truck because adjacent fire departments in Bloomington and Edina have fire ladder trucks that can be called upon when needed.

Replacement schedules are set for each piece of equipment and vehicle once purchased. Fire pumper and fire ladder replacement schedules have been set at roughly 16 years. The following are taken into consideration when deciding when to replace vehicles:

- Year of purchase
- Replacement date/depreciation schedule
- History of repairs
- Technology upgrades
- Mileage/hours of operation

A task force comprised of fire line personnel and staff prepared specifications and reviewed proposals for this purchase. Because of the large total cost of this vehicle and time required to manufacture, the City will pay for the truck in part over budget years 2022 and 2023.

**RECOMMENDED ACTION:**

**By Motion: Approve the purchase of a Pierce Enforcer PUC Fire Pumper for \$300,000 in budget year 2022 and \$523,673 in budget year 2023, totaling \$823,673, from MacQueen Emergency Group, and**

authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

See executive summary.

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

- The City of Richfield currently purchases vehicles using cooperative sources. The Houston Galveston Area Council (HGAC) and Sourcewell Consortium Pricing (SCP) purchasing programs are two of these sources. The fire pumper Chassis and body will be purchased through the HGAC, of which MacQueen Emergency Group is a vendor.
- When the purchase of materials, merchandise, equipment, or construction exceeds \$175,000, authority to purchase shall be submitted to the City Council for consideration.
- While no contract changes are expected after this agreement is executed, staff is asking the City Council to give the City Manager authority to approve any contract changes in an effort to avoid City Council having to approve minor change orders should they arise.

**C. CRITICAL TIMING ISSUES:**

- Approval of purchase at this City Council meeting will ensure delivery of the vehicle in mid-2023.
- MacQueen Emergency Group indicated in its proposal that the manufacturer would be increasing it's pricing by 7% after January 31, 2022, however, staff was able to work with the vendor to ensure the price as quoted would be honored following approval at the February 8, 2022 meeting.
- In order to lock in the \$823,673 rate for the fire pumper, it must be approved at the February 8 City Council meeting.

**D. FINANCIAL IMPACT:**

- The cost for the fire pumper has risen ~20% since its purchase was originally programmed in 2021.
- The City will receive a \$14,250 prepayment discount from MacQueen Equipment Group for placing the \$300,000 down payment on the fire pumper upon contract execution which will reduce the total cost of the equipment from \$837,923 to \$823,673 as indicated in this report.
- The 2022 Proposed Budget includes \$300,000 for the purchase of the fire pumper.
- The Proposed 2023 Budget will include the additional \$523,673 for the purchase of fire pumper.

**E. LEGAL CONSIDERATION:**

The City Attorney will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Fire Pumper Proposal Cover Letter	Cover Memo
□ Fire Pumper Purchase Agreement	Contract/Agreement



**MACQUEEN  
EMERGENCY**



PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

January 17, 2022

Fire Chief Mike Dobesh  
City of Richfield Fire Department  
6700 Portland Ave S  
Richfield, MN 55318

Subject: **Proposal for one (1) Pierce Enforcer PUC Pumper  
Proposal / Bid 1037**

Dear Fire Chief Dobesh,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **\$837,923.00**

*\*Houston-Galveston Area Council (HGAC) OR Sourcewell Consortium Pricing.  
Sourcewell Member ID 32614.*

**100% Performance Bond:**

Included in the above price.

**\$300,000.00 Prepayment Option:**

Should the City of Richfield Fire Department elect to make a \$300,000.00 prepayment at contract execution, a discount of (\$14,250.00) can be subtracted from the above "Sale Price".

**Terms and Conditions:**

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Richfield, MN

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 18.5-20.5 months from receipt and acceptance of contract.



**MACQUEEN**  
EMERGENCY



PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until January 31, 2022.** *After January 31, 2022 an estimated 7% will need to be added to the Sale Price.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 920-450-4094 or [brad.white@macqueengroup.com](mailto:brad.white@macqueengroup.com).

We wish to thank the City of Richfield Fire Department for the opportunity to submit our proposal.

Respectfully,

*Brad White*

Brad White  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Richfield, (customer) is effective as of the date specified in Section 3 hereof.

### 1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

### 2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

### 3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

### 4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$837,923.00 ("Purchase Price"). Prices are in US Funds.

**NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.**

### 5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

### 6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.



**7. Cancellation/Termination**

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

**8. Delivery, Inspection, and Acceptance****a. Delivery**

Delivery of the Product is scheduled to be within 18.5-20.5 months of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

**b. Inspection and Acceptance**

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

**9. Notice**

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

**MacQueen Equipment, LLC**  
1125 7th Street East  
St. Paul, MN 55106

**City of Richfield**  
Fire Chief Mike Dobesh  
6700 Portland Ave. S  
Richfield, MN 55318

**10. Standard Warranty**

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

**a. Disclaimer**

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

**b. Exclusions of Incidental and Consequential Damages**

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

**11. Insurance**

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000  
Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000  
Each Occurrence: \$ 5,000,000

*The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.*

**12. Indemnity**

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

**13. Force Majeure**

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

**14. Default**

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

**15. Relationship of Parties**

Neither party is a partner, employee, agent, or joint venture of or with the other.

**16. Assignment**

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

**17. Governing Law; Jurisdiction**

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

**18. Facsimile Signatures**

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

**19. Entire Agreement**

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

**20. Conflict**

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

**21. Additional Orders**

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

**22. Signatures**

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

**MACQUEEN EQUIPMENT, LLC**

**CITY OF RICHFIELD**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

**EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS**

MacQueen Equipment, LLC  
 1125 7th Street East  
 St. Paul, MN 55106

**Customer Name** City of Richfield **Date** January 27, 2022

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	PUC Pumper	\$837,923.00*

**Please Circle one: \*Houston-Galveston Area Council (HGAC) OR Sourcewell (Member ID 32614) Consortium Pricing.**

**PERFORMANCE BOND: Included in the contract price.**

**\$300,000.00 PREPAYMENT OPTION: DUE AT CONTRACT EXECUTION TO BE APPLICABLE.**

**If \$300,000.00 prepayment is made with contract, deduct \$14,250.00 from contract price.**

**Initial here to accept:**

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

**“PAYMENT TERMS”**

**100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).**

**“TAXES”**

**Federal, State, and Local Taxes are not included in the contract price.**

**“LATE PAYMENT”**

**A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.**

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF January 27, 2022 BETWEEN MACQUEEN AND City of Richfield (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

**Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No**

**If not, please provide correct name and address to be listed on CO.** \_\_\_\_\_

**Is there a lienholder? ☐ Yes ☐ No**

**If yes, please provide lienholder information.** \_\_\_\_\_

**EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES**

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1037 Dated 1/17/2022 FOR ALL APPLICABLE  
OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**

**EXHIBIT C - PROPOSAL**

**SEE PROPOSAL FOR Bid Number 1037 Dated 1/17/2022 .**



# Option List

1/17/2022

**Customer:** Richfield Fire Department  
**Representative** White, Bradley  
**Organization:** MacQueen Emergency Group  
**Requirements Manager:**  
**Description:** Enforcer PUC 2022  
**Body:** Pumper, PUC, Aluminum  
**Chassis:** Enforcer Chassis, PUC

**Bid Number:** 1037  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 10/29/2021  
**Stock Number:**  
**Price Level:** 40 (Current: 40)  
**Lane:**

Line	Option	Type	Option Description	Qty
1	0766589		PUC Pumper Boiler Plate	1
			Fire Department/Customer - Richfield Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 5	
			Bidder/Sales Organization - MacQueen Emergency	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - MacQueen Emergency	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - 32497	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0000000	STF	Delivery Training	1
11	0000000	STF	Ability to Provide Service - MacQueen Emergency Group	1
			Location - 25	
			Fill in Blank - 25	
11	0000000	STF	Pre-Delivery Service - MacQueen	1
12	0000114		Inspection Trip(s)	2
			Qty, - 02	
			Fill in Blank - four (4)	
13	0620362		HGAC	1
14	0537375		Unit of Measure, US Gallons	1
15	0529326		10%, Pierce Built Chassis	1
16	0050066		100% Req'd **	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0625939		Enforcer PUC Chassis	1
20	0000110		Wheelbase	1
			Wheelbase - 195"	
21	0000070		GVW Rating	1
			GVW rating - 46,500	
22	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
23	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
24	0630705		19,500 lb TAK-4 Axle	1
25	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
29	0604672		Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot	1
30	0640711		27,000 lb Dana Axle	1
31	0602744		Top Speed of Vehicle, Non-NFPA 2016 Compliant	1
			Top Speed of Vehicle - 72	
32	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
33	0000485		Oil Seals, Rear Axle	1
34	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1

Line	Option	Type	Option Description	Qty
35	0654797		Wheels, Rear, Accuride, 22.50" x 9.00", Steel, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
38	0601784	SP	Lug Nut Covers, Black, Realwheels	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1
40	0646362		Chocks, Wheel, Worden HWGY- SB, Super Gripper	1
			Qty, Pair - 01	
41	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - under the LS3 compartment	
			Qty, Pair - 01	
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0627930		Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
47	0630489		Air Dryer, Bendix, AD-9, With Wet Tank, Heated, Saber FR/Enforcer	1
48	0000790		Brake Lines, Nylon	1
49	0020851		Not Required, Air Inlet	1
50	0000820		Moisture Ejector, Automatic, w/Heat	3
			Qty, Auto. Moisture Eject - 3	
			Location, Moisture Ejector - Wet Tank and Primary and Secondary	
51	0736438		450 hp L9 Engine	1
52	0001244		High Idle w/Electronic Engine, Custom	1
53	0729212		Idle Reduction, Battery Management System, BMS, Lithium, IRT	1
54	0729210		Idle Reduction, Lithium, Engine Auto Shut Down 5 min. and Auto Start	1
55	0732613		Not Required, Location IRT Power Converter	1
56	0732621	SP	Approved, Idle Reduction System	1
57	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
58	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
59	0611129		Accelerator Pedal, Automotive Style, Floor Mounted, IPOS, Saber FR/Enf	1
60	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
61	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
62	0788765		Radiator, Saber FR/Enforcer	1
63	0001090		Cooling Hoses, Rubber	1
64	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
65	0001129		Lines, Fuel	1
66	0758657		DEF Tank, 8.0 Gallon, LS Fill, Rear of Rear Axle, Common Door	1
			Door, Material & Finish, DEF Tank - Painted	
67	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
68	0552712		Not Required, Shutoff Valve, Fuel Line	1
69	0699437		Cooler, Chassis Fuel, Not Req'd.	1
70	0690880		No Selection Required From This Category	1
71	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
72	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
73	0517604		Transmission Programming, Park to Neutral, PUC	1
74	0684459		Transmission Oil Cooler, Modine, External	1
75	0539711		Label, TRANSynd Transmission Fluid Only	1
76	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
77	0027843		Fluid, 3000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
78	0001370		Driveline, Spicer 1710	1
79	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
80	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
81	0690274		Logo and Emblem on Dash	1
			Text, Row (1) One - Richfield	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
82	0606300		Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays, SFR/Enf	1
83	0778092		Lift & Tow Package, Enforcer	1
84	0049963		Tow Eyes, Painted Black, Below Deck	1



Line	Option	Type	Option Description	Qty
85	0659634		Light, Amdor, AY-9220-31, 30.63" LED Strip Light, Front Bumper Cover Qty, - 01	1
86	0608054		Coating, Protective Line-X, Hose Tray Cover(s), Black Qty, Hose Tray Covers - 1	1
87	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
88	0608055		Coating, Protective Line-X, Bumper Gravel Pan, Black	1
89	0656888		Coating, Protective Line-X Coating, Front Bumper Tray, Inside Location - center tray Qty, - 1 Fill in Blank - black	1
90	0625646		7010 Enforcer PUC Cab	1
91	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
92	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
93	0729113	SP	Rear Wall, Exterior, Cab, FormCoat, Saber FR/Enforcer Material, Exterior Rear Wall - Aluminum Treadplate	1
94	0639726		Cab Lift, Elec/Hyd, Manual Override, Unlocked Ind Light, Saber FR/Enforcer	1
95	0766118	SP	Grille, Painted, Black, Front of Cab, Dash CF/Enforcer	1
96	0729115	SP	Treadplate Seat Riser Covers, Floor Trim, Line-X Location - two rear facing seats Qty, - 02 Color, Line-X, Per Item - a) black	2
97	0734859	SP	Coating, Line-X, Rear Cab Lower, Including Flange, PUC	1
98	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
99	0015440		No Chrome Molding, On side of cab	1
100	0774006	SP	Mirrors, Ramco, 6000FFHR-750HR LS Door, 6001FFHR-750HR RS Cab, All Htd/Rmt	1
101	0648170		Half Height Door Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Black	1
102	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
103	0749497	SP	Controls, Electric Roll-Up Windows, 4dr, 4 Driver, 4 Officer, SFR/Enf	1
104	0740978	SP	Steps, 4-Door Cab, Dual, Black Safe-Stride Step & Step Wells, SFR/Enf Light, Step, Additional - Amdor, 4 Dr Cab	1
105	0770192		Handrail, Exterior, Hansen, Knurled, Alum, Black, 4-Door Cab	1
106	0730231	SP	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step 6lts, Blk	1
107	0772844	SP	Fenders, S/S on cab, Extra Wide, Line-X, Enf Color, Line-X, Per Item - a) black	1
108	0754506		Handrail, 10", Below Cab Windshield, Hansen Knurled, Black, Pair	1
109	0738006	SP	Window, Side of C/C, Fixed, 8" High, Above Cabinet, SFR/Enf	1
110	0621100		Windows, (2) Front of Crew Cab, 10" Raised Roof, Saber FR/Enforcer	1
111	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
112	0553057		Holder, Cup, Cab/Crewcab, Each Qty, - 05	5
113	0722796		Dash, Poly, Saber FR/Enforcer	1
114	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
115	0773925	SP	Partition Below Shelf, Equipment Mounting, Crew Cab Location - similar to 32957 Qty, - 01 Material Finish, Cab Interior - Painted	1
116	0770749	SP	Mounting Provisions, Vertical, 3/16" Pegboard, L-Shaped, 37" H, RF LS	1
117	0606282		Shelf, Equipment Mounting, Aluminum, Lip, Size Location - between the ems compartments Qty, - 02 Size - to fit between the ems compartments one high and one low similar to 32957 Material Finish, Cab Interior - Painted Lip - 2.00"	2
118	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum	1

Line	Option	Type	Option Description	Qty
119	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - a) gray	
120	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
121	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
122	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
123	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
124	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
125	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
126	0583042		Side Roll and Frontal Impact Protection	1
127	0622619		Seating Capacity, 4 Seats	1
128	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
129	0632926		Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, Saber FR/Enforcer	1
130	0002517		Not Required, Radio Compartment	1
131	0893681	SP	Cabinet, Rear Facing, LS, 23 W x 20 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Type of fastener - 1" cam buckle	
			Restraint Location - Top (towards roof of truck)	
			Light, Short Cabinet - Amdor, Interior, Red, Right Side and Amdor, Exterior, Red, Left Side	
			Scuffplate, Material/Finish - S/S, Brushed	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (0) None	
			Door, Cab Exterior Cabinet - Double Pan, Rev. Hinged, Non-Locking	
			Door, Exterior Stop - Stay Arm	
			Louvers, Cabinet - 0-No Louvers	
132	0102783		Not Required, Seat, Rr Facing C/C, Center	1
133	0893678	SP	Cabinet, Rear Facing, RS, 22 W x 20 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Type of fastener - 1" cam buckle	
			Restraint Location - Top (towards roof of truck)	
			Light, Short Cabinet - Amdor, Interior, Red, Left Side and Amdor, Exterior, Red, Right Side	
			Scuffplate, Material/Finish - S/S, Brushed	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (0) None	
			Door, Cab Exterior Cabinet - Double Pan, Rev. Hinged, Non-Locking	
			Door, Exterior Stop - Stay Arm	
			Louvers, Cabinet - 0-No Louvers	
134	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
135	0635957		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Safety, Saber FR/Enf	1
136	0781307		Cabinet, Forward Facing, RS, 22 W x 50 H x 16.25 D, Roll, SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 1.25" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, Int Painted, Non-Locking	
			Light, Tall Cabinet - Amdor, Interior, Red, Left Side and Amdor, Interior, Red, Right Side	
			Louvers, Cabinet - 0-No Louvers	
137	0531677	SP	Netting, Retention 1.00" Nylon Strap, 2.00" Box Pattern	1
			Location - between the EMS compartments rear facing	
			Qty, - 1	
138	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
139	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
140	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
141	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
142	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	

Line	Option	Type	Option Description	Qty
142			Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	
143	0610639		Portable Hand Light, Provided by Fire Department, Pumper ULC	1
144	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - Individual Switches	1
145	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
146	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
147	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
148	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
149	0740780	SP	Wiper Control, 2-Speed with Intermittent, Enf MUX	1
150	0548007		Wiring, Spare, 15 A 12V DC 3rd Qty, - 01 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location - left side of officer side dash	1
151	0548006		Wiring, Spare, 15 A 12V DC 2nd Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location - behind the officers seat	1
152	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st Qty, - 01 12vdc power from - Battery direct Location - left side of officer side dash area	1
153	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - near the officer for the MDC mount and to the far right of the recess dash in front of the officer for the knox box	2
154	0643196		Radio, AM/FM/CD/WB, Jensen, Front Aux In / USB / Bluetooth Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	1
155	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
156	0615121		System Of Measurement - US Customary Vehicle Information Center, 7" Color Display, MUX, Additional, Touchscreen Qty, - 01 System Of Measurement - US Customary Location, CZ Displays - PS Instrument Panel	1
157	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
158	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
159	0562774		Install Customer Provided Thermal Camera(s), Charger Only Location - to be determined Qty, - 01	1
160	0559156		Install Customer Provided Two-Way Radio(s) Location - to be determined Qty, - 01	1
161	0597940		Install Customer Provided Two-Way Radio Speaker(s) Location - to be determined Qty, - 01	1
162	0687904		Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat Location - on the cab roof behind the officers seat Qty, - 01	1
163	0724832	SP	Camera, FRC, Mux, 7" Display, Pmp Pnl, Inview360HD Location, Event Button - Mount at Pick Up Driver Dash	1
164	0796552		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, Blk WiFi	1
165	0624253		Multiplexed Electrical System	1
166	0735191		Batteries, (3) Exide Grp 31, 950 CCA ea, Threaded Stud, LS Bat Box	1
167	0008621		Battery System, Single Start, All Custom Chassis	1

Line	Option	Type	Option Description	Qty
168	0546514		Battery Compartment, Stainless Steel, Saber/Enforcer Material Finish - Unpainted	1
169	0724049		Battery Charger/Converter, (2) PD2180, IRT	1
170	0505960		Location, Charger, Left Side Front Body Compartment Location - to be determined	1
171	0530960		Not Required, Remote Battery Charger Indicator	1
172	0724036		Shoreline, IRT, 30A 120V, Kussmaul Auto Eject, 091-159-30-120, Super Color, Kussmaul Cover - h) black	1
173	0724033		Shoreline Location IRT Location, Shoreline, IRT - Bumper Extension - LS	1
174	0723255		Sub Feed Breaker Box, Cutler Hammer, For IRT Shoreline Location, CB Panel - to be determined	1
175	0764491		Alternator, 420 amp, Leece-Neville BLP4003	1
176	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
177	0720839		Switch, CZ Display Only, Load Manager	1
178	0724853		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel, Trim Color, Headlight Housing and Trim - Black Painted Housing and Trim	1
179	0758302	SP	Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab, Blk Trim Color, Lens, LED's - c)clear	1
180	0777910		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED Blk Trim 2lts	1
181	0734710		Lights, Clearance/Marker, Side, Truck-Lite 35200Y 2 Lts, Others With Visor Lt Light Guard - Without Guard	1
182	0756641	SP	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED Blk Trm, AXT/Enf	1
183	0535157		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts, PUC/HDRP	1
184	0564683		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
185	0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
186	0664466		Bracket, License Plate & Light, Weldon 9186-23882-30 Incand, Temp Under Tailbrd Location - drivers side	1
187	0794744		Bezels, WIn, (2) M6 Black Pierce, For mtg (4) WIn M6 lights	1
188	0589905		Alarm, Back-up Warning, PRECO 1040	1
189	0686972		Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir Location, Lights - one each side at the rear and the standard location Qty, Lights (pair) - 1	1
190	0769569		Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	1
191	0769559		Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	1
192	0769560		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
193	0729151	SP	Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts, Blk Trim	1
194	0762177		Light, Visor, HiViz LED, FT-B-72-ML-*, Cntl Feat, Flush w/Cab Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Black	1
195	0772401		Lights, HiViz FT-MB-2.15-*-, 17.5", 2nd Location - on the cab between the cab a crew cab door Qty, - 1 Control, Scene Lts - Cab Sw Panel DS Color, Lt Housing HiViz - Black Scene Light Optics - combination	1
196	0772404		Lights, HiViz FT-MB-2.15-*-, 17.5", 1st Location - on the cab between the cab a crew cab door Qty, - 1 Control, Scene Lts - Cab Sw Panel DS Color, Lt Housing HiViz - Black Scene Light Optics - combination	1
197	0764632		Lights, HiViz FT-B-72-* LED, 2nd Location - recessed in the center of the body side sheet on the passengers side high as high as possible Qty, - 01 Control, Scene Lts - Cab Sw Panel DS Color, Lt Housing HiViz - Black	1

Line	Option	Type	Option Description	Qty
198	0764634		Lights, HiViz FT-B-72-* LED, 1st Location - recessed in the center of the body side sheet on the drivers side high as high as possible Qty, - 01 Control, Scene Lts - Cab Sw Panel DS Color, Lt Housing HiViz - Black	1
199	0765554		Lights, HiViz FT-MB-2.15-* LED, 1st Location - recessed one each side at the rear as high as possible Qty, - 02 Control, Scene Lts - Cab Sw Panel DS and Body Switch, DS Rear SS Painted Black Color, Lt Housing HiViz - Black Scene Light Optics - combination	2
200	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
201	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch LS Rear SS Painted Black	1
202	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
203	0709438		Light, Walking Surf, FRP Flood, LED	1
204	0518282		177"/189" Aluminum Pumper PUC	1
205	0554271		Body Skirt Height, 20"	1
206	0682623		Tank, Water, 750 Gallon, Poly, 55 LHB, PUC	1
207	0682478		Overflow, 4.00" Water Tank, Poly, Special Routing, PUC	1
208	0028104		Foam Cell Required	1
209	0564333	SP	Modified Poly Tank and Cradle for Low Hosebed, PUC	1
210	0633066		Sleeve, Through Tank Qty, Sleeve - 2 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	2
211	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
212	0003429		Not Required, Direct Tank Fill	1
213	0003424		Not Required, Dump Valve	1
214	0048710		Not Required, Jet Assist	1
215	0030007		Not Required, Dump Valve Chute	1
216	0514778		Not Required, Switch, Tank Dump Master	1
217	0597043		Body Height, PUC/HDRP Body Height - 92.00"	1
218	0683294		Hose Bed, Aluminum, Pumper, PUC, 55 LHB	1
219	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
220	0003481		Hose Bed Capacity, Special Capacity, Hosebed - 1 - Open 2 - 200' of 2.50" two lays 3 - 200' of 1.75" two lays 4 - 600' of 4.00" 5 - 600' of 2.50" dead lay	1
221	0656520	SP	Divider, Hose Bed, .25" Unpainted, FIXED on Hose Bed Transition Qty, Hosebed Dividers - 3	3
222	0733505		Hose Restraint, Vinyl, Split, Seat Belt, w/Alum Hose Bed Cover Color, Vinyl Cover - c) black Location - to be determined Location 2 - to be determined Nylon Web Color - Black Type of fastener, Rear - 2" side release Quantity - 02 Color, Strap - Black Release, Seat Belt Buckle - Single Release	1
223	0615183		Pull Bar w/1" Strap for Seat Belt Buckle Fasteners Location - at the top of the hosebed rear flap with buckles on the side sheets and two upper hosebed dividers Qty, - 01 Fill in Blank - all seat belt latches Color - 2) red	1
224	0535408	SP	Cutout, Access, in Hose Bed Divider, w/Location Feature Location - belly cutouts in the divider between the 3 and 4 load to be 18" from the front of the divider 36" wide at the top and angled down and 12" deep Qty, - 01	1

Line	Option	Type	Option Description	Qty
225	0530804		Cover, Hose Bed, Alum Treadplate	1
226	0611509		Running Boards, Flip Out, PUC	1
227	0642389		Tailboard, 18" Deep, Full Width, Angled Corners, PUC/HDRP	1
228	0776398	SP	Wall, Rear, Body Material, PUC, PUC Tanker, PRM, Aluminum Trim	1
229	0003531		Tow Bar, Under Tailboard	1
230	0656764		Construction, Compt, Alum, Pumper, PUC	1
231	0503804		189" Rollup FH/FD Front & Rear, PUC	1
			Width, PUC Pump Operators Panel Partition - 2.5"	
232	0503803		189" Rollup FH/FD Front & Rear, PUC	1
233	0594005		Doors, Rollup, Amdor, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
234	0682598		No Rear Tool Compartment Required, w/ Rear Frame Rail Extension, PUC	1
235	0083910		No Rear Compartmentation Doors Required	1
236	0723942		Elastic Pull Strap for Rollup Doors	8
			Qty, Door Accessory - 08	
			Location, Door Accessory - all side doors	
			Color, Strap - Black	
237	0592591		Guard, Drip Pan, Roll-up Door, Mounted Special Height, PUC Std Dpth or 2nd Gen	1
			Qty, Door Accessory - 01	
			Location, Door Accessory - right side (P2) over the wheel compartment	
238	0611794		Trim, Rollup Door, Painted Door Color, Amdor	8
			Location, Door Accessory - all roll up doors	
			Qty, - 08	
239	0746076		Handle, Lap Doors, Hansen, Black	5
			Location - on the B1 compartment, two front bumper cover and two cab EMS doors	
			Qty, - 05	
240	0680510		Lights, Compt, Amdor AY-9250 Red LED, Dual Lt Strips, Each Side of Door	7
			Location - in all body compartments	
			Qty, - 07	
241	0612453	SP	Lights, Compt, Amdor, AY-9250 Red LED Light Strip, 41.61"	2
			Location, Lights - on the forward side of the crosslay compartments	
			Qty, - 02	
242	0602846	SP	189" Hatch, (2) Lift-up, 21" Wide, LS Only, PUC	1
			Size, Hatch Compt, Height - 22.00"	
			Trim, Body/Hatch Compt Seam, Horizontal - Molding	
			Trim, Body/Hatch Compt Seam, Vertical, PUC - Painted Extrusion	
			Matting, Floor, Hatch Compt - Dri-Deck - Black	
243	0733405		Handrails, (3), Hatch Step Area, Straight, Black	1
244	0659225		Lights, Hatch Compt, Amdor AY-9220 LED Strip Light, 189", One Side	1
245	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
246	0600350		500 lb Adjustable Shelf	7
			Qty, Shelf - 07	
			Material Finish, Shelf - Painted - Nightspots	
			Location, Shelves/Trays, Predefined - LS1-Transition Point Right of Partition, RS1-Transition Point, RS3-Transition Point, LS3-Lower Third, LS3-Upper Third, LS1-Upper Third Right of Partition and LS1-Lower Third Right of Partition	
247	0763790	SP	Shelf, Adjustable, Inverted, 500 lb Cap., Full Width/Depth	1
			Qty, Shelf - 01	
			Location, Shelf - LS2 compartment	
			Material Finish, Shelf - Painted - Nightspots	
248	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - LS1-Upper Third Right of Partition	
			Material Finish, Tray - Painted - Nightspots	
249	0647044		Tray, Floor Mounted, Slide-Out, w/ Side Slides, FW/FD, 500lb, 2.00" Sides, 3G	2
			Qty, - 02	
			location - RS1 and RS3	
			Material - painted - Nightspots	
250	0725647		Cabinet, Drawer Assembly, CTECH, Two Drawers, Up To 36" Wide	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
250			Location - LS3 Compartment Size, Drawer Height 1 (Top) - 10.00" Size, Drawer Height 2 - 9.75"	
251	0709346		Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations Qty, - 02 Mounting, Toolboard - Adjustable side-side Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Nightspots 909017 Location, Partition/Toolboard, Predefined - LS1- 10.00" From Forward Door Frame and LS1- 14.00" From Forward Door Frame	2
252	0726457		Partition, Vertical Compt, Predefined Locations Qty, Partition - 01 Location, Partition/Toolboard, Predefined - .Location To Be Determined Material Finish, Partition - Painted - Nightspots 909017	1
253	0625280		Trim, Body/Crosslay Seams, Painted Aluminum, PUC Location - both sides of body and xlay module Qty, Comp. Accessory - 01	1
254	0024050		Flap, Vinyl, Roll-out, Protect Body Panel Location - in the RS2 compartment Qty, Comp. Accessory - 01 Color - 1) black	1
255	0755638		Pegboard, Back Wall Mounted, 3/16" Alum, Full Height Compt Qty, Comp. Accessory - 01 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Nightspots 909017 Location, Compartment, Predefined - LS3	1
256	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
257	0738201	SP	Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen, Line-X Color, Line-X, Per Item - a) black	1
258	0519849		Not Required, Hose, Hard Suction	1
259	0773292		Handrails Located @ Front Body, Hansen Tubing, Black	1
260	0773291		Handrails, Rear, PUC/HDRP, Hansen Tubing, Black	1
261	0610196		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed Handrail Finish - Black Rubber Covered Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	1
262	0756725		Handrail, Extra - 12" Long, Hansen Tubing, Knurled Aluminum, Black Location, Handrails - one each side of on the rear side sheets Qty, Handrails - 02	2
263	0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door Location, Bracket/comp. - in the fender area on the DS front Qty, - 1 Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Black Raised Insert, Air Bottle Compt - Rubber Matting	1
264	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Painted Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Black Raised Insert, Air Bottle Compt - Rubber Matting	2
265	0004205		Holder, Air Bottle, Zico Model UH-6-30-3-SF, Mounted in Compt w/Tracks Qty, Bracket - 02 Location, Bracket/comp. - on in LS3 and one to be determined	2
266	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
267	0004230		Ladder, 14' Duo-Safety 775A Roof	1
268	0693729		Rack, Ladders, Hydraulic, Right Side, Air Clamps, Manual Override, PUC Door, Material & Finish, Storage - Painted Aluminum Ladder Rack Lock Enclosure/Light Mounting Bracket - RS Front & Rear S/S Enclosures	1
269	0756375		Lights, Hyd Lad Rack Deployed, Truck-Lite 15**** Color, Light - Red Flashing Color, Lens, LED's - Clear Trim, T-L 15 - Black	1

Line	Option	Type	Option Description	Qty
270	0673708		Ladder, 10' Duo-Safety Folding 585A, w/Zico FLB Mtg	1
			Fill in Blank - in the long tool storage compartment	
271	0732329		Not Required	1
272	0641000	SP	Side Sheet, Simulated, Attached to Hyd Ldr Rack, Wrapped Frt/Rear, Inline w/Body	1
273	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 8' Pike Pole	
274	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	
275	0004361		Tubes, Alum, Pike Pole Storage	2
			Qty, Pike Pole Tubes - 02	
			Location, Pike Pole Tube - Hyd Ladder Rack- Below	
276	0521734		No Steps Required, Front Of Body, PUC	1
277	0724124		Steps, Folding, Rear of Body, w/LED, Trident, Black, PUC/HDRP	1
			Coating, Step - luminescent	
278	0724149		Step, Folding - Extra, Body Only, w/LED, Trident, Black	1
			Qty, Folding Step - 01	
			Location, Additional Step - RS rear bulkhead	
			Coating, Step - luminescent	
279	0515692		31" Control Zone Side Mount	1
280	0520016		Not Required, Pumphouse Structure, PUC	1
281	0515695		1500 GPM Pierce PUC Pump	1
282	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
283	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
284	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
285	0515829		Pump Shift, Sure-Shift	1
286	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
287	0515835		Auxiliary Cooling System, PUC	1
288	0014486		Not Required, Transfer Valve, Stage Pump	1
289	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - PUC Pump Operators Panel	
290	0724463		Controller, Pressure, Pierce LCD, PUC	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - No Mode/Default Press Setting	
291	0072153		Primer, Trident, Air Prime, Air Operated	1
292	0663594	SP	Line, 0.50" Recirculating w/Check Valve, Automatic	1
293	0894571		Outlet, 0.75" Garden Hose, Fed From Water Pump w/PPV, "T" Swing Handle, CARE	1
			Location, Outlet - Left Side Pump Panel	
			Qty, - 01	
294	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
295	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
296	0795135		Plumbing, Stainless Steel, w/Foam System	1
297	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
298	0730368		Valve, Ball Intake, TFT, AX Series	2
			Location - one each side	
			Qty - 2	
			Connection, Inlet, Side B - 3ST (5.0" Swivel Storz) with a cap	
			Connection, Outlet, Side A - NX (6.0" Threaded Swivel)	
			Ball Intake Valve Actuation - Standard (Crank On Right Side)	
			Relief Valve, Ball Intake - Slip Joint Pressure Relief Valve	
299	0602448		Cap, Main Pump Inlet, Provided by Fire Department, NFPA 2016	1
300	0687773		Valves, Elkhart Unibody - All Ball Valves, PUC	1
301	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
302	0004700		Control, Inlet, at Valve	1
303	0004660		Inlet (1), Left Side, 2.50"	1
304	0029147		Not Required, Inlet, Right Side	1
305	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
306	0092569		No Rear Inlet (Large Dia) Requested	1
307	0064116		No Rear Inlet Actuation Required	1
308	0092696		Not Required, Cap, Rear Inlet	1



Line	Option	Type	Option Description	Qty
309	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
310	0092568		No Rear Auxiliary Inlet Requested	1
311	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
312	0749523		Tank to Pump, (1) 3.00" Valve, 4.00" Plumb, Elec, Elk Apex Cont, PUC	1
313	0749588		Outlet, Tank Fill, 1.50", Elec, Elk Apex Cont	1
314	0891998	SP	Control, Outlets, Elec Right Outlet, Elk Apex Press Disp, Add'l Outlets, PUC	6
			Location - front bumper, two crosslays, two hose bed, and one rear right side discharges	
			Qty, Discharges - 06	
315	0786995		Not Required, Outlet, Left Side, PUC, LS Operators Panel	1
316	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
317	0746573		Outlet, Right Side, 2.50", (1), Elec, Elk, Apex Cont, Press, PUC	1
318	0539269		Elbow, Right Side Outlets, 30 Degree, 2.5" FNST x 2.5" MNST, VLH, PUC	1
319	0746538		Outlet, Right Side, 4" w/4" Valve, Elec, Elk, Apex Cont, Press, PUC	1
320	0727520	SP	Cap, Large Dia Outlet, 4.00", Black, IPO Elbow	1
321	0648774		Outlets, (1) Crosslay (1) Deadlay, Under Slung, Closed Ends, 1.50" w/2.50" Plmbng	1
			Capacity, Hose Bed 1 - 100' of 1.50"	
			Capacity, Hose Bed 2 - 200' of 2.50"	
			Drain, Front Outlet - Automatic	
			Grating, Bumper Crosslay - Grating, Black Rubber	
322	0648837		Cover, Aluminum Treadplate, Under Slung Bumper Crosslays	1
			Type of fastener - D ring latch on each side	
			Stay arm, Tray Cover - c) Pneumatic Stay Arm, Dual	
			Location, Side - Rear	
323	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - a) right side	
324	0729640	SP	Elbow, Rear, 45 Degree, 2.50" FNST x 2.50" MNST, PUC, Kochek BLK	1
325	0537394		Not Required, Outlet, Rear, Additional, PUC	1
326	0537395		Not Required, Elbow, Rear Outlets, Additional	1
327	0516824		Outlet, Front of Hose Bed, 2.50", PUC	2
			Qty, Discharges - 02	
			location - hosebed 1 & 2	
328	0733173	SP	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Black Vinyl Cable, Kochek Black	1
329	0729197	SP	Valve, 0.75" Bleeder, Discharges, Swing Handle, Black	1
330	0029106		Not Required, Deluge Outlet	1
331	0029302		No Monitor Requested	1
332	0029304		No Nozzle Req'd	1
333	0029107		No Deluge Mount	1
334	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
335	0750897		Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
			Color, Roll-up Door - AMDOR painted to match upper	
			Latch, Roll-up Door - Non-Locking Liftbar	
			Door Guard - Drip Pan Required	
336	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
337	0892059	SP	Crosslays, (2) 1.50", W/Alum Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75 w/7.00" inside tray diameter	
338	0747055		No Crosslay	1
339	0746688		Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1
			Size - 6.5" ID x 16.00 wide 1 back board 15.75" wide x 71.00" long	
			Qty - 1	
			Location, Trough - long tool storage	
340	0600287	SP	Splash Guard, Vinyl, Crosslay Front, PUC	1
			Color, Vinyl Cover - c) black	
			Qty, - 01	
341	0743959	SP	MODIFICATION, Decrease Wheelbase 0.50"	1
342	0676021		Husky 3 Single Agent	1
			Discharge, Foam Locations - Crosslay Lower Rear, middle rear	
			discharge, Crosslay Lower Front, Crosslay Upper Rear and Front Bumper Center	
343	0012126		Not Required, CAF Compressor	1
344	0592527		Refill, Foam Tank, Integral, Husky 3	1

Line	Option	Type	Option Description	Qty
345	0031896		Demonstration, Foam System, Dealer Provided	1
346	0005446		Foam Cell, 20 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
347	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
348	0091079		Not Required, Foam Tank #2	1
349	0091112		Not Required, Foam Tank #2 Drain	1
350	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 04	
351	0032479		Pump Panel Configuration, Control Zone	1
352	0592867		Material, Pump Panels, Operators Black Vinyl, Sides Black Line-X, PUC	1
353	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
354	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
355	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
356	0005601		Throttle, Engine, Incl'd w/Press Controller	1
357	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
358	0549333		Indicators, Engine, Included with Pressure Controller	1
359	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
360	0732830	SP	Drain, Swing Handle, Black, PUC	1
			Location - interior and exterior drain handles	
			Fill in Blank - *	
361	0732829	SP	Drain, Swing Handle, Black, Exterior Panels Only, PUC	1
			Location - all exterior drain panel plates	
			Fill in Blank - *	
362	0770771		Cold Climate Pkg, Gauge Htr,Water Htr,Diesel Htrs,Rubber, Improved Clearance,PUC	1
363	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
364	0749519		Not Required, Gauge, Elkhart Apex Pressure Controller	1
365	0891995	SP	Gauge, Digital Flow, Elkhart Apex Controller	7
			Location - front bumper, two crosslays, two hosebed, side 2.5" and rear 2.5" discharges	
			Qty, - 07	
366	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC	1
			Activation, Water Level G - b) battery switched	
367	0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
			Location - one each side of the cab rear of the crew cab door	
			Qty, - 02	
			Activation, Water Level G - b) battery switched	
368	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab	1
			Activation, Foam Level Gauge - battery switched	
369	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
370	0764309	SP	Air Horns, (2) Grover, Stutter Tone, 2040 Rect, Through UndrsIng Bmpr, Black	1
371	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
372	0757092		Control, Air Horn, Multi Select	1
373	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Plastic Coated Braided Cable	
374	0757084		Control, Air Horn, Horn Ring	1
375	0549924		Siren, Federal PA300-012MSC 690010, Hi-Lo Tone, 200 Watt	1
376	0510206		Location, Elec Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel DS	
377	0076156		Control, Elec Siren, Head Only	1
378	0742486	SP	Speaker, (2) Federal, ES100C w/ESFMT-EF Recess Mnt & Painted Grille, No Siren	1
			Connection, Speaker - siren head	
379	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
380	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Black Chrome	
381	0656160		Location of Siren, Recessed in Under Slung Bumper, w/Enclosure	1
			Location, Siren, Mech - c) center	
382	0748305		Control, Mech Siren, Multi Select	1
383	0748282		Control Mech Siren, Ft Sw LS	1
384	0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
385	0740392		Sw, Siren Brake, Momentary Red, RS Overhead Sw Pnl	1

Line	Option	Type	Option Description	Qty
386	0732362		Control System, Supplier Based, Electrical WIn CenCom Core C399 HW CCCo	1
387	0746353		Not Required, Warning Lights Intensity	1
388	0896050	SP	Lightbar, WIn, Freedom VWCX1, 81", RRRWRWRROptRRWRWRRR, PC, CCCo	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, Whl Freedom Ltbrs - No Filters	
389	0798561		Light Mounting, Painted, Recessed Enclosure for HiViz Lights	2
			Qty, - 02	
			Location 1 - one each side of the side sheet	
390	0016380		No Additional Lights Req'd, Side Zone Upper	1
391	0896021	SP	Lights, Front Zone, WIn 6RB* M6** M6** 6RB* LED, 4lts Q Bezel, CCCo	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - w) DS Front Inside White	
			Color, Lt PS Front Inside - w) PS Front Inside White	
392	0731868		Lights, Side Zone Lower, WIn M6**S, M6**S, M6**S, CCCo 6Lts	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Black Trim	
			Color, Lt Side Front, DS - Left Red	
			Color, Lt Side Front, PS - Right Red	
			Color, Lt Side Mid DS - Left Red	
			Color, Lt Side Mid PS - Right Red	
			Color, Lt Side Rear PS - Right Red	
			Color, Lt Side Rear DS - Left Red	
393	0893875	SP	Lights, Side, WIn M9**S, CCCo, 1st	2
			Location - forward upper side of the driver and passengers side sheet	
			Qty, - 02	
			Color, Lights, Warning - Red	
			Color, Lens, LED's - Clear	
			Color, Trim - Black Trim	
394	0893201		Lights, Rear Zone Lower, WIn M6**S, CCCo	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
			Color, Trim - Black Trim	
395	0720930	SP	Lights, Rear/Side Up Zone, WIn M9*S Sd, M9*S Rr, 4Lts, No Lw Int, CCCo	1
			Color, Lens, LED's - Clear	
			Color, Lt, Rear Upper DS - Red SB	
			Color, Lt, Rear Upper PS - Blue SB	
			Color, Trim - Black Trim	
			Color, Lt Side Rear PS - Right Blue	
			Color, Lt Side Rear DS - Left Red	
396	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
397	0026813		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch Compts, Pumper	1
398	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - one in each EMS box up high and in board if looking into the box from the forward facing crew seat	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
399	0519934		Not Required, Brand, Hydraulic Tool System	1
400	0649753		Not Required, PTO Driven Hydraulic Tool System	1
401	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
402	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
403	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
404	0027023		No Strainer Required	1
405	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1

Line	Option	Type	Option Description	Qty
406	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
407	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
408	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
409	0741569		Paint Process / Environmental Requirements, Appleton	1
410	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #101 Black	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - to be determined	
			Paint Break, Cab - Standard Two-Tone Cab Break	
411	0709833		Paint, Two-Tone Color, Body	1
			Paint Break, Body - Body Seam/Catwalk	
			Paint, Lower Body - Match Cab Lower	
			Paint, Upper Body - Match Cab Roof	
412	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
413	0693798		Paint, Front Wheels	1
			Paint, Wheels - Black #101	
414	0693793		Paint, Rear Wheels, Single Axle	1
			Paint, Wheels - Black #101	
415	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
416	0894338	SP	Paint, FormCoat, Black, Treadplate Top of Crosslay Module, PUC	1
			Location - full width	
417	0730989	SP	Paint, FormCoat, Black, Front Body Bulkheads	1
418	0603742	SP	Coating, Line-X, Rub Rail on Sides, Black	1
419	0644120		Coating, Line-X, Fuel/DEF Areas, Black	1
420	0753821		Coating, Safe-Stride, Running Board	1
			Color, Safe-Stride - Black	
421	0626465		Coating, Line-X, Heat Enclosure	1
			Color, Paint - black line-x	
422	0791907		Coating, Safe-Stride, Black, Top of Hatch Compartments	1
423	0744902		Coating, Safe-Stride, Black, Aluminum Treadplate Hose Bed Cover	1
424	0758805		Paint, Laser Cut S/S Screen, Below Grille, SFR/Enf	1
			Color, Paint - 101 black	
425	0788880		Coating, Safe-Stride, Black, Tailboard	1
426	0895191	SP	Paint, FormCoat, Forward Crosslay Bulkheads, Exterior, PUC	1
427	0600346		Coating, Line-X, Pump Panel Surround, PUC	2
			Qty, - 02	
428	0639088		Compartment Paint, 909017, Nightspots	1
429	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - za) black	
430	0680703		Reflective Stripe Across Cab Face	1
431	0602763		Stripe, Chevron, Rear, Reflective, Non-NFPA 2016 Colors, Pumper	1
			Color, Reflect Band - A - c) ruby red	
			Color, Reflect Band - B - p) black	
432	0087342		Jog, "Z"-Shaped, In Reflective Stripe	1
			Qty, - 1	
433	0512024		Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1
			Color, Reflect Band - A - e) black	
			Size, Chevron Stripping - 06	
			Color, Reflect Chev - A - c) ruby red	
434	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - e) black	
435	0033179		Lettering Specifications, Reflective	1
436	0686160		Lettering, Reflective, 3.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
437	0685993		Lettering, Reflective, 10.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline and Shade	

Line	Option	Type	Option Description	Qty
438	0686013		Lettering, Reflective, 6.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
439	0686030		Lettering, Reflective, 4.00", (1-20)	1
			Outline, Lettering - Outline	
440	0686000		Lettering, Reflective, 8.00", (21-40)	1
			Outline, Lettering - Outline	
441	0686082		Lettering, Reflective, 3.00", (1-20)	1
			Outline, Lettering - Outline	
442	0686040		Lettering, Reflective, 2.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
443	0645076		Plate, Painted Alum. for Lettering/Numerals	2
			Location - one on each crew cab door	
			Qty, - 02	
			Size - standard size 8 x 8	
444	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
445	0635769		E-Coat, Under Body/Chassis Component Package, PUC	1
			Paint Color, E-Coat - Black	
446	0003079		Rust proof/Undercoat, Cab & Body w/Roll-up Doors, Ziebart	1
447	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
448	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
449	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
450	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
451	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
452	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
453	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
454	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
455	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
456	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
457	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
458	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
459	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
460	0744215		Warranty, FRC, Camera System	1
461	0708760		Warranty, Not Applicable, LED Strip Lights	1
462	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
463	0685945		Warranty, Transmission Cooler, WA0216	1
464	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
465	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
466	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
467	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
468	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
469	0657990		Warranty, Foam System, Husky 3, WA0231	1
470	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
471	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
472	0683627		Certification, Vehicle Stability, CD0156	1
473	0736238		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021	1
474	0686786		Certification, Power Steering, CD0098	1
475	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
476	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
477	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
478	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
479	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
480	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
481	0545073		Amp Draw Report, NFPA Current Edition	1
482	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
483	0799248		Appleton/Florida BTO	1
484	0000048		PUMPER/TANKER, 3rd Gen	1
485	0000012		PIERCE CHASSIS	1
486	0004713		ENGINE, OTHER	1

Line	Option	Type	Option Description	Qty
487	0046395		EVS 3000 Series TRANSMISSION	1
488	0520324		PIERCE PUMP, PUC	1
489	0020009		POLY TANK	1
490	0028048		FOAM SYSTEM	1
491	0020006		SIDE CONTROL	1
492	0020008		ELKHART VALVES	1
493	0020015		ABS SYSTEM	1
494	0658751		PUMPER BASE	1



**MACQUEEN  
EMERGENCY**



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MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

January 17, 2022

Fire Chief Mike Dobesh  
City of Richfield Fire Department  
6700 Portland Ave S  
Richfield, MN 55318

Subject: **Proposal for one (1) Pierce Enforcer PUC Pumper  
Proposal / Bid 1037**

Dear Fire Chief Dobesh,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **\$837,923.00**

*\*Houston-Galveston Area Council (HGAC) OR Sourcewell Consortium Pricing.  
Sourcewell Member ID 32614.*

**100% Performance Bond:**

Included in the above price.

**\$300,000.00 Prepayment Option:**

Should the City of Richfield Fire Department elect to make a \$300,000.00 prepayment at contract execution, a discount of (\$14,250.00) can be subtracted from the above "Sale Price".

**Terms and Conditions:**

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Richfield, MN

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 18.5-20.5 months from receipt and acceptance of contract.



**MACQUEEN**  
EMERGENCY



PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until January 31, 2022.** *After January 31, 2022 an estimated 7% will need to be added to the Sale Price.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 920-450-4094 or [brad.white@macqueengroup.com](mailto:brad.white@macqueengroup.com).

We wish to thank the City of Richfield Fire Department for the opportunity to submit our proposal.

Respectfully,

*Brad White*

Brad White  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group





**STAFF REPORT NO. 22**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
2/2/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/3/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the first reading of an ordinance amending Sections 921 and 925 of the Richfield City Code to update and incorporate previous open burning, fires, and incineration restrictions.**

**EXECUTIVE SUMMARY:**

With the advent of organized hauling in Richfield, and the overhaul of Chapter 6 (Solid Waste, Collection and Hauling), there was a need to redirect pieces of the old solid waste ordinance into other sections of the city code. They are as follows:

- 1) Incorporating the burning restrictions language from the old Section 601.27 into Section 921 (open burning, fires and incineration restrictions).
- 2) Referencing the open burning restrictions language in Section 925 (nuisance code)
- 3) Referencing the incinerator restrictions language in Section 921 (open burning, fires, and incineration restrictions).

**RECOMMENDED ACTION:**

**By Motion: Approve the first reading of an ordinance amending Sections 921 and 925 of the Richfield City Code and schedule a second reading for February 22, 2022.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

When organized hauling was implemented and the solid waste city code language was overhauled, there was a need to redirect three items of the old solid waste section into other areas of the code to ensure they were still present and enforceable. The "Executive Summary" section outlines the specific changes.

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

Section 921 of the Richfield City Code pertains to open burning restrictions and Section 925 of the Richfield City Code pertains to nuisances. These two sections of code are appropriate for transitioning portions of the old solid waste code. In addition to city ordinance, state statutes and administrative rules define and regulate incineration.

C. **CRITICAL TIMING ISSUES:**

None

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
☐ Open burning and fires	Cover Memo

**BILL NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING SECTIONS 921 AND 925 OF THE**  
**RICHFIELD CODE OF ORDINANCES PERTAINING TO**  
**OPEN BURNING, FIRES, AND INCINERATION RESTRICTIONS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

**Section 1.** The title of Section 921 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

**SECTION 921. - OPEN BURNING, FIRES, AND INCINERATION RESTRICTIONS**

**Section 2.** Sub-section 921.03 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struck-through~~ language below:

**921.03. - Definitions.**

Subdivision 1. The following words and terms, when used in this section, shall have the following meanings unless the context clearly indicates otherwise:

Subd. 2. "Incinerator" shall have the meaning as prescribed by Minnesota Administrative Rules, section 7011.1201.

Subd. 23. "Fire Marshal" means the City of Richfield employee appointed by the City Manager as Fire Marshal.

Subd. 34. "Open burning" means a fire burning in matter, whether concentrated or dispersed, which is not contained within a fully enclosed firebox, structure or vehicle and from which the products of combustion are emitted directly to the open atmosphere without passing through a stack, duct or chimney.

Subd. 45. "Recreational fire" means a fire set for cooking, warming or ceremonial purposes.

**Section 3.** Sub-section 921.07 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

Subd. 2. Recreational fires. Recreational fires are allowed in accordance with all of the following conditions:

...

(k) Fires shall not involve willfully burning or setting fire to natural ground cover, such as trees, brush, grass, or other vegetation, or any building, fixture, or appurtenance of real property.

**Section 4.** Section 921 of the Richfield Code of Ordinances is hereby amended to add the following new sub-section 921.11:

**921.11. - Incineration.**

Burning by the use of an incinerator shall only be allowed if such burning and incinerator complies with the following:

- (a) pursuant to an incinerator license as prescribed in sub-section 601.15 of the Richfield Code of Ordinances.
- (b) pursuant to Minnesota Administrative Rules, section 7011.1220.
- (c) pursuant to all other applicable provisions of the Richfield Code of Ordinances and county, state, and federal law.

**Section 5.** Sub-section 925.01 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

Subd. 4. Public nuisances affecting peace and safety. The following are declared to be nuisances affecting peace and safety:

...

(s) Open burning or any fires that do not comply with Section 921 of the Richfield Code of Ordinances.

**Section 6.** Sub-section 925.13 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

Subd. 3. Definition of nuisance conduct.

(a) For purposes of this Section, the term "nuisance conduct" means any activity, conduct, or condition occurring upon private property within the City that unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any member of the public; or will, or tend to, alarm, anger or disturb others or provoke breach of the peace, to which the City is required to respond, including, but not limited to the following:

(1) Any activity, conduct, or condition deemed as a public nuisance under any provision of the City Code;

(2) Any activity, conduct, or condition in violation of any provision of Section 925 of the City Code;

(3) Any activity, conduct, or condition in violation of Sections 511.21, 601, 905, 921, 930, 1320, or 1325 of the City Code;

(4) Any conduct, activity or condition constituting a violation of Minnesota state laws prohibiting or regulating prostitution, gambling, controlled substances, use of firearms; and

(5) Any conduct, activity, or condition constituting disorderly conduct under Chapter 609 of Minnesota Statutes.

**Section 7.** This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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



**STAFF REPORT NO. 23**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Krista Guzman, HR Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/31/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the adoption of a resolution approving the contracts with Law Enforcement Labor Services (Police Officers) and Teamsters (Police Sergeants and Police Lieutenants) for the period January 1, 2022 through December 31, 2023 and authorize the City Manager to execute the agreements.**

**EXECUTIVE SUMMARY:**

City staff has completed labor negotiations with Law Enforcement Labor Services (LELS) and Teamsters (Unions, representing Police Officers, Police Sergeants and Police Lieutenants). The provisions of the 2022-2023 labor agreements cover all of the employees in these Unions, which consists of 33 Police Officer, 8 Police Sergeant, and 3 Police Lieutenant positions.

The two-year contracts provide the following wage adjustments: LELS - a wage adjustment of 3.00% and an added top step to the pay plan, at a 4.00% increase from the previous step, in 2022, and a wage adjustment of 3.00% in 2023. This addition of a pay step was done after a thorough analysis of comparable and similar sized cities and was done to align with recognition of current employees in the pay plan. For Police Sergeants, a wage adjustment of 3.00% and a one-time equity adjustment of 1.00% will be added to the top step of the pay grade in 2022, and a wage adjustment of 3.00% for 2023. For Police Lieutenants, a wage adjustment of 3.00% and a one-time equity adjustment of \$500 will be made in 2022, and a wage adjustment of 3.00% for 2023.

All of the labor agreements also include the same employer-provided health and dental insurance contributions as given to the city's non-represented employee groups and other bargaining units in the years 2022 and 2023 and have adopted modified holiday schedules in addition to allowing for a higher level of vacation sell-back for the year 2022 and adding in an additional allowable instance for use of bereavement leave. For Police Officers, the labor agreement also provides nominal increases to the Field Training Officer (FTO) pay, special assignment pay, and uniform allowance.

Staff are also working with LELS and the Teamsters on a pilot program to assist the police department in hiring police officer lateral candidates with prior law enforcement experience. The program will provide incentives at various stages of the hiring process to attract and retain quality police officers. We are in the process of finalizing the program as an MOU to the labor agreement.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution approving the provisions of the 2022-2023 labor agreements with LELS and Teamsters bargaining units and authorize the City Manager to execute the agreements.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The tentatively approved two year contract settlements include the following significant changes:

LELS (Police Officers)

- Wages: A 3.00% wage adjustment and an added top step to the pay plan for 2022 and a 3.00% wage adjustment for 2023.
- An increase of \$1.00/hour to the Field Training Officer (FTO) pay rate for Police Officers acting as FTO's to new officers.
- An increase of \$25 to the monthly pay for special assignments given to Police Officers.
- An increase of \$25 in uniform allowance.

Police Sergeants (Teamsters):

- Wages: A 3.00% wage adjustment and one-time equity adjustment of 1.00% added to the top step of the pay plan for 2022 and a 3.00% wage adjustment for 2023.

Police Lieutenants (Teamsters):

- Wages: A 3.00% wage adjustment and one-time equity adjustment of \$500 added to the top step of the pay plan for 2022 and a 3.00% wage adjustment for 2023.

All labor agreements:

- Health and Dental Insurance: The same employer contributions as all other bargaining and non-bargaining groups receive in 2022 and 2023.
- Holidays: Switching out Washington's Birthday and Good Friday for the Friday after Thanksgiving and Christmas Eve. For Lieutenants, they will additionally be switching out Lincoln's Birthday for Juneteenth.
- Vacation Leave Sell-Back: Increasing the amount of vacation sell-back hours for the year 2022 to 64 hours.
- Bereavement Leave: Add in language to include use of bereavement leave for miscarriage or still-birth of a child.

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

- The City has met and negotiated in good faith with the Unions and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those provided to both union and non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
- The 3.00% wage increases and equity adjustments or salary step additions represent the same 3.00% wage increase implemented for non-union City employees and all other contracts settled for 2022-2023 and represents best practices in order to maintain competitiveness among comparable cities for similar positions.
- The wage adjustments and health insurance contributions are comparable to other bargaining groups in similar metro cities. A survey of comparable cities indicates that those cities are providing an average of a 3.00% increase, in addition to implementing other incentives, and other pay plan adjustments such as salary step additions. The City has a long history of trying to remain as close to the mid-range as possible in terms of wages and benefits. The adjustments proposed and agreed upon will allow the City to continue this practice.
- The wage adjustments for 2022 and 2023 is the City's and Union's best estimation of what will be the average of such settlements in the metro area.

**C. CRITICAL TIMING ISSUES:**

In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2022-2023 wages and benefits and in order not to further delay any pay due to employees, it is recommended

that the City Council act on February 8, 2022, to adopt a resolution providing for contract changes, effective January 1, 2022.

**D. FINANCIAL IMPACT:**

- Wage increases as specified above for the different contracts.
- Nominal adjustments for Police Officers (LELS) to the uniform allowance, special assignment and FTO pay.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

	Description	Type
□	Police Officers, Sergeants and Lieutenants Contract Resolution	Resolution Letter



**RESOLUTION NO.**

**RESOLUTION APPROVING LABOR AGREEMENTS BETWEEN THE  
CITY OF RICHFIELD AND  
LAW ENFORCEMENT LABOR SERVICES (LELS #123) AND  
TEAMSTERS (#320)  
BARGAINING UNITS FOR YEARS 2022-2023**

**WHEREAS**, the City Manager and the Law Enforcement Labor Services (LELS #123) and Teamsters (#320) have reached an understanding concerning conditions of employment for 2022 and 2023; and

**WHEREAS**, it would be inappropriate to penalize LELS and Teamsters members who have negotiated in good faith; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the Labor Agreements between the City of Richfield and LELS and Teamsters, for 2022 and 2023 under the provisions of the Labor Agreement to be implemented effective January 1, 2022 and authorize the City Manager to execute the contracts.

Adopted by the City Council of the City of Richfield, Minnesota this 8<sup>th</sup> day of February 2022.

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

ATTEST:

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



**STAFF REPORT NO. 24**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/3/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider confirmation of the appointment of Sack Thongvanh to be Assistant City Manager for the City of Richfield.**

**EXECUTIVE SUMMARY:**

Staff conducted an external recruitment to fill the position of Assistant City Manager following Pam Dmytrenko's resignation in August 2021.

We received 60 applications for the position and interviewed 10 candidates, we then asked candidates to submit a short essay on how they demonstrate the city's values in their current or previous positions. Based on both the interview and essay submission, we invited 5 candidates back for second interviews. The interview panels included members of Richfield's management staff and Plymouth's Assistant City Manager participated in the second round.

The process was competitive, and the consensus is Sack Thongvanh has the best combination of skills, values and experience to lead the city as Assistant City Manager and oversee the City Clerk, Communications, Government Buildings, Human Resources, Information Technology and Motor Vehicle Divisions.

Mr. Thongvanh has broad and deep experience in city management, having worked in administration for five cities, most recently serving as City Administrator for Falcon Heights since 2015. He has a Bachelor's degree from the University of Minnesota and a Master's in Public Administration from Hamline University. He is active in public administration professional organizations and is highly regarded by his peers.

**RECOMMENDED ACTION:**

**By motion: Confirm the appointment of Sack Thongvanh as Assistant City Manager for the City of Richfield.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Historical context is contained in the Executive Summary.

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

**C. CRITICAL TIMING ISSUES:**

The Assistant City Manager position has been vacant since August 2021 and the extra workload for staff has been challenging.

**D. FINANCIAL IMPACT:**

The 2022 Budget includes the funding necessary to provide for the salary and benefit contributions as negotiated.

**E. LEGAL CONSIDERATION:**

According to Richfield City Charter Section 6.02 Powers and Duties of the City Manager, subsection 3 and under Richfield City Code Section 310.01 Subd 3, Charter authority, appointment or removal of department heads shall be made final only upon a majority vote of the Council.

**ALTERNATIVE RECOMMENDATION(S):**

The Council can reject the recommendation and direct the City Manager to undertake a new selection process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**



**STAFF REPORT NO. 25**  
**CITY COUNCIL MEETING**  
**2/8/2022**

REPORT PREPARED BY: Chris Swanson, Management Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
2/3/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider confirmation of the appointment of Melissa Poehlman to be Community Development Director for the City of Richfield.**

**EXECUTIVE SUMMARY:**

Assistant Community Development Director Poehlman assumed the role of Acting Community Development Director in December 2021 when Director John Stark resigned to become the city manager of North Saint Paul.

Ms. Poehlman has transitioned seamlessly in her leadership of the department, drawing on her considerable experience as Assistant Community Development Director since 2017. She has long been integral to the department's work and has developed an expertise in redevelopment that has helped the city refine and work towards its vision. In addition to having the technical skills and experience, Acting Director Poehlman has developed strong professional relationships with staff in Community Development and citywide.

Ms. Poehlman started with the city as an intern, and after a brief job for another city, joined Richfield as the community development assistant coordinator 17 years ago. She has been continuously promoted during her tenure at Richfield. She received her Bachelor's degree from the University of Wisconsin and has a Masters of Urban and Regional Planning from the University of Minnesota.

**RECOMMENDED ACTION:**

**By motion: Confirm the appointment of Melissa Poehlman as Community Development Director for the City of Richfield.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

Historical Context is contained in the Executive Summary.

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

C. **CRITICAL TIMING ISSUES:**

The Community Development position has been vacant since December 2021 and the extra workload for

staff has been challenging.

**D. FINANCIAL IMPACT:**

The 2022 Budget includes the funding necessary to provide for the salary and benefit contributions as negotiated.

**E. LEGAL CONSIDERATION:**

According to Richfield City Charter Section 6.02 Powers and Duties of the City Manager, subsection 3, and under Richfield City Code Section 310.01 Subd. 3, Charter authority, appointment or removal of department heads shall be made final only upon a majority vote of the Council.

**ALTERNATIVE RECOMMENDATION(S):**

The Council can reject the recommendation and direct the City Manager to undertake a new selection process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**