



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
FEBRUARY 13, 2024
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2634 514 7716 and password: 1234.

Please refer to the Council Agenda & Minutes web page for additional ways to submit comments.

Approval of the Minutes of the (1) City Council Work Session of January 23, 2024; and (2) City Council Meeting of January 23, 2024

AGENDA APPROVAL

1. Approval of the Agenda

PRESENTATIONS

2. Proclamation Celebrating Black History Month
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider to approve the renewal of the 2024 licenses for Off-Sale 3.2 Percent Malt Liquor doing business in Richfield.

Licenses to sell 3.2 Percent Malt Liquor - OFF SALE

Richfield Minnoco
Speedway #4186
Speedway #4188
Speedway #4191
Speedway #4615

- B. Consider approval of a Construction and Maintenance Agreement with LYNK 65, LLC that defines ownership and maintenance responsibilities for certain features constructed at 6445 Lyndale Ave S.

Staff Report No. 18

- C. Consider adoption of a resolution authorizing the City of Richfield to accept grant funds in the amount of \$27,800 and enter into a cost share agreement with Nine Mile Creek Watershed District to implement a Low Salt Design Pilot City program.

Staff Report No. 19

- D. Consider the approval of the first reading of an ordinance amending Section 925 - Nuisances to include a new provision relating to flexible dumpsters and adding that a violation of section 1305.27 Subd. 5 (Yards) & 6 (Vehicle parking and storage limitations and requirements) is nuisance conduct and subject to a repeat nuisance fee.

Staff Report No. 20

- E. Consider the acceptance of a quote from Northland Recreation in the amount of \$100,000 for the replacement of play equipment at Fairwood Park and the authorization of the Recreation Services Director to proceed with the project.

Staff Report No. 21

- F. Consider the adoption of a resolution appointing election judges and establishing an absentee ballot board for the Presidential Nomination Primary Election of March 5, 2024.

Staff Report No. 22

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

RESOLUTIONS

5. Violation hearing and consider 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. 23

OTHER BUSINESS

6. Consider City Council's approval of the Mayor's appointment of a Housing and Redevelopment Authority Commissioner.

Staff Report No. 24

7. Consider the Charter Commission's recommendations for amendments to the current City Charter by ordinance and publish a notice of a public hearing on the proposed City Charter amendments.

Staff Report No. 25

CITY MANAGER'S REPORT

8. City Manager's Report

CLAIMS AND PAYROLLS

9. Claims and Payroll

COUNCIL DISCUSSION

10. Hats Off to Hometown Hits

11. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

January 23, 2024

CALL TO ORDER

Mayor Supple called the work session to order at 5:30 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Mayor; Sean Hayford O'leary; Ben Whalen, Simon Trautmann, and Sharon Christensen

Staff Present: Katie Rodriguez, City Manager; Brittany Bartlett, Equity Coordinator, Jay Henthorne, Police Chief; Chris Swanson, Management Analyst

ITEM #1

REVIEW OF THE RESULTS FROM THE RACIAL EQUITY DIVIDENDS INDEX (REDI) THAT THE CITY PARTICIPATED IN THROUGH THE CENTER OF ECONOMIC INCLUSION (CEI) THIS FALL.

Mayor Supple introduced the items and turned it over to City Manager Rodriguez. She introduced Equity Coordinator Brittany Bartlett to the council and introduced the report.

Coordinator Bartlett presented the Racial Equity Dividends Index (REDI) report created by the Center for Economic Inclusion (CEI). She provided background on the report including discussion around how the city's responses were pulled together. She noted the REDI report not only serves as a comparison with what other cities are doing but really serves as a way for Richfield to evaluate the current racial equity work.

Coordinator Bartlett talked about the results of the report, specifically calling out public safety for their leadership around racial equity work. She talked about how the city compared with similar areas and noted that the city scored higher than 83 percent of peer small cities. She talked about how the various questions were scored and went over the general findings for all cities. She spoke about the specific results for Richfield as well as opportunities recommended by the CEI. One item Coordinator Bartlett noted was that many of these best practices are already part of how the city operates but just have not been formally accepted as general city standards.

Mayor Supple asked if the city has been evaluating the educational requirements for jobs. City Manager Rodriguez said that is something done for individual positions but have not been evaluated for the organization.

Coordinator Bartlett talked about some of the opportunities included in the REDI around culture, retention, and advancement. She spoke about some of the challenges faced by Richfield staff in pulling together the data for the REDI report given the short timeline the city had this year. Another

area of focus in the report was making the city's procurement process more equitable. She did mention that one of the issues was also a lack of diverse suppliers to take on this work.

Mayor Supple asked if there was a current list the city could use. Coordinator Bartlett noted there were lists currently available, but city staff would like to research them more thoroughly before the city could move forward with recommendations.

Council Member Trautmann talked about his experience representing BIPOC businesses and the challenges in connecting with local governments for this service. He noted the saying "a rising tide lifts all boats" and he appreciated this conversation.

Coordinator Bartlett talked about some of the ways the city could start looking at opening the procurement process and about some actions other cities are taking.

Council Member Hayford Oleary asked how Richfield would bring more input to the budget process. City Manager Rodriguez spoke about the significant amount of work staff currently does to pull the budget together. She talked about additional ways the city could get input on the budget. She did note that advisory boards provide their comments on the budget. One option she highlighted was pulling together a budget presentation and letting the council bring it to the community.

Council Member Whalen said that he had noted before how unapproachable the budget is and said it would be good to have a high-level snapshot of the changes included in the upcoming year. Council Member Hayford Oleary said he did want to balance this process with the frustration that could come if someone feels like their comments were not heard. City Manager Rodriguez agreed with that point and said she would follow up and see what other cities are doing to collect input. Council Member Whalen said some of these budget constraints would be good to express to the community.

Coordinator Bartlett provided a summary of the findings on community and economic development section of the REDI report. She talked about the good work the departments are doing but that, again, the city needs to formalize some of the processes.

Mayor Supple asked if when public works performed an ADA analysis on a project if that would have been considered for incorporating equity into our public work design process. Coordinator Bartlett said it would and the department has provided this evaluation in a few recent reports.

Coordinator Bartlett talked about the findings from the public safety questions. Council Member Whalen asked when the city can start sharing data from the new TYLER Tracking system. Chief Henthorne said the standard for when departments share data is two to three years from the implementation of the new system. That allows the system to build background on the data.

Coordinator Bartlett discussed the REDI report's findings on public policy and then opened the presentation up to the council for questions.

Council Member Trautmann thanked staff for their work. He said staff have been strategic in the way they have spent their time and energy. Council Member Trautmann gave a shout out to public safety for all their work and leadership in this space.

Council Member Whalen said he had a couple thoughts on the REDI report, he appreciated how blunt the report is in terms of looking at the system, and how Richfield was compared to other cities. He noted how it shows how the city needs to keep working on this issue. He feels it's helpful to have these base questions and see the examples of what other cities are implementing. He noted that most of this report was internally focused and wondered if there is an external facing evaluation tool available for cities. He hopes Richfield can expand its reach in terms of finding what is driving these disparities in the community.

Mayor Supple noted the Axtell Group is hosting focus groups around public safety. City Manager Rodriguez said the Axtell Group report will be presented at a future work session. Chief Henthorne said there will be data in the report from the focus groups and one-on-one interviews.

City Manager Rodriguez talked about the updated plan for the community survey to increase participation. Mayor Supple asked if the survey would have a specific question about community members who have a disability. City Manager Rodriguez said staff can explore including that as one of the questions if it's not already in the survey.

Council Member Hayford Oleary said he liked how the city was compared to other similar cities. He talked about how most of these items are more focused on structural issues and he appreciated this attention. Mayor Supple also expressed her appreciation for the work put into this report.

Council Member Whalen talked about the range of action items being worked on, he also wondered if there are items that the council should refocus their priorities on and asked staff to try to highlight these for council. Coordinator Bartlett said staff will talk about what this work looks like over the coming years and will come back to council if needed.

Council Member Trautmann was interested in the living language for contractors and subcontractors. Council Member Whalen also talked about how people could probably not legally afford housing in Richfield at \$52,000 a year, the amount identified as a livable wage in the REDI. He said it was important that we noted this point.

City Manager Rodriguez provided a summary of the council discussion.

ITEM #2	DISCUSSION ON INCLUDING THE NORTHSTAR BILL IN THE CITY'S 2024 LEGISLATIVE PLATFORM.
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City Manager Rodriguez introduced the discussion around the North STAR Act (the Act). She talked about the work that has been done since inclusion of this bill was proposed by council. She spoke about how staff have reviewed the language of the Act and are comfortable with including it in the city's 2024 legislative platform.

Council Member Trautmann thanked staff for the work they did on this item. Council Member Whalen echoed the sentiment and said he liked how this review process worked and appreciated the model it sets for the future. He said he appreciated how the final policy was broad and focused on the issue while not getting stuck in the details. Mayor Supple agreed with the process and appreciated how everyone worked together.

Council Member Hayford Oleary stated he felt the language was less supportive than the other priorities and he wondered if this is in line with the rest of the platform. City Manager Rodriguez responded that, recognizing the bill is still being drafted, the current language gives staff clear direction for how to respond to any future language.

Council Member Hayford Oleary said he had an email from a resident about the current process. He asked Chief Henthorne to provide a summary of how the RPD handles cases with issues around civil immigration enforcement. Chief Henthorne provided a summary of the current visa process. He said they have been working with the county attorney to get this process done faster to help the community. He said the city does not currently help any agencies with any immigration enforcement.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:25 pm.

Date Approved: February 13, 2024

Mary B. Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

January 23, 2024

CALL TO ORDER

The meeting was called to order by Mayor Supple at 7:00 p.m. in the Council Chambers.

Council Members Present: Mary Supple, Mayor; Sharon Christensen; Simon Trautmann; Sean Hayford Oleary; and Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Kristin Asher, Public Works Director; Matt Hardegger, Transportation Engineer; and Chris Swanson, Management Analyst

Others Present: None

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple reviewed the options to participate:

- Participate live by calling 1-415-655-0001 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfieldmn.gov

Larry Ernster, 6727 Elliott Avenue South, urged the Council to not support the City's Legislative priorities supporting the sanctuary State Legislature until they had solved the existing problems with respect to homelessness and other housing issues. He expressed concern that the City had insufficient resources. He noted there had been no outreach to the Richfield citizens of the Council's intentions and no interest in what the citizens wanted. He indicated the City had no plan in place to pay for more migrants.

Melissa Gonzalez, 7045 Lyndale Avenue South, agreed the City had housing issues and food insecurity, as well as other issues, but the issues of immigration and law enforcement were not directly tied to those. She noted she supported the Legislative priority. She stated people may or may not agree with the reasons people come to this Country, but with her work with immigrants, they were excited, felt blessed, and wanted to be active members of this society. She indicated they want to be looked at as human beings. She requested the Council approve the Legislative priorities.

APPROVAL OF MINUTES

M/Whalen, S/Hayford Oleary to approve the minutes of the: (1) City Council Work Session of January 9, 2024; (2) Regular City Council Meeting of January 9, 2024; and (3) Special City Council Meeting of January 12, 2024.

Motion carried: 5-0

ITEM #1	APPROVAL OF THE AGENDA
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M/Trautmann, S/Hayford Oleary to approve the agenda.

Motion carried: 5-0

ITEM #2	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- A. Consider the approval of the Foundational Public Health Responsibilities (FPHR) grant provided by the Minnesota Legislature and administered through the Minnesota Department of Health (Staff Report No. 12)
- B. Consider adoption of resolutions of support for two grant opportunities offered through MnDOT's Safe Routes to School Program:
 - 1. An infrastructure grant application by Public Works for \$500,000 to construct pedestrian and bicycle infrastructure on 70th Street between Elliot and 12th Avenues at Richfield STEM and Dual Language Elementary Schools
 - 2. A Planning grant application by ISD #280 for planning assistance to update the 2014 Safe Routes to School Comprehensive Plan (Staff Report No. 13)

RESOLUTION NO. ____

**RESOLUTION OF SUPPORT FOR 70TH STREET SAFE
ROUTE TO SCHOOL INFRASTRUCTURE FUNDING
APPLICATION**

RESOLUTION NO. ____

**RESOLUTION OF SUPPORT FOR ISD #280'S SAFE
ROUTES TO SCHOOL PLANNING ASSISTANCE
APPLICATION**

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

Council Member Whalen expressed support for Item B and encouraged residents to learn more about the Safe Routes to School program.

Mayor Supple gave a shout out to the City and School District for working together on the Safe Routes to School. She indicated she appreciated all of the work they put in.

Motion carried: 5-0

ITEM #3	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #4	CONSIDER THE APPOINTMENT OF A YOUTH MEMBER TO THE SUSTAINABILITY COMMISSION. (STAFF REPORT NO. 14)
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Christensen presented Staff Report 14.

M/Christensen, S/Trautmann to approve the appointment of Helen Burk to the Sustainability Commission as a youth commissioner.

Mayor Supple welcomed Helen Burk to the Commission.

Motion carried: 5-0

ITEM #5	CONSIDER APPROVAL AND ADOPTION OF AN ACTIVE TRANSPORTATION ACTION PLAN FOR THE CITY OF RICHFIELD.
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Hayford Oleary presented the Staff Report.

Transportation Engineer Hardegger presented an overview of how the plan came into development.

Mayor Supple encouraged people to look at the presentation in the Council's placket for more information.

M/Hayford Oleary, S/Christensen to adopt the Active Transportation Plan for the City of Richfield.

Council Member Hayford Oleary stated the plan did an excellent job of talking about the places of success on Lyndale Avenue and 66th Street, but it also identified a lot of problems where they did not have the funding or staff capacity to do. He noted in order to achieve what was necessary, they need a more concerted planning effort along with have significantly more financial resources allocated to it to be able to build and start to change those streets. He requested the Council keep this in mind for the next budgeting session. He indicated he was happy to see the plan.

Mayor Supple stated the Senate Bonding Committee joined Richfield on Nicollet Avenue. She thanked everyone who was a part of the process.

Council Member Trautmann thanked everyone's leadership and focus on this.

Motion carried: 5-0

ITEM #6	
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	CONSIDER AMENDING THE CITY'S 2024 LEGISLATIVE PLATFORM TO INCLUDE THE NORTHSTAR BILL (STAFF REPORT NO. 16)
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Council Member Whalen presented Staff Report 16.

M/Whalen, S/Trautmann to amend the City's 2024 Legislative platform to include the following addition to the platform under Public Safety:

Support for the goals of the NorthSTAR Act which clearly separates all Minnesota government resources from civil immigration enforcement as it is a federal responsibility. This clarity helps build trust with Richfield's immigrant community and removes barriers to provide important public safety, public health, and other services. We encourage the bill's authors and supporters to work with the Minnesota Chiefs of Police Association, Minnesota Sheriff's Association, Minnesota Police and Peace Officers Association, League of Minnesota Cities and Metro Cities on the specific language.

Council Member Whalen indicated he was excited for the continued conversation about how they build 50,000 more housing units or more to address the housing crisis. He stated no human being was illegal and the City was glad they were here. He noted he was excited to support this.

Council Member Trautmann thanked the Chief of Police, the City Manager, and other staff. He indicated he appreciated the comments made today identifying common challenges. He believed there was a bipartisan consensus that the Federal immigration system was non-functioning, but that was not something that they try to solve in the City as they had no tools to solve this. He believed they would serve the residents better if they could serve the State, or if the State could give consistent guidance to all cities, Counties, and multiple levels of government to the Metropolitan Council. He stated clarity would be helpful to the residents. He stated this was not an invitation to break any law, but this is an opportunity to clarify the law and create some good policy. He indicated he would support this.

Mayor Supple encouraged the bill's authors to work with the Minnesota Chiefs of Police Association, the Sheriff's Association, the Police and Peace Officers Association, and the League of Cities. She believed it was important for everyone to work together to get the best possible bill.

Motion carried: 5-0

ITEM #7	CITY MANAGER'S REPORT
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City Manager Rodriguez shared information regarding the last Council meeting Open Forum including Richfield having equitable public safety and the advocating for eliminating traffic stops.

Hayford Oleary stated with respect to the traffic stop he question the term low level as it seemed ambiguous. He asked what did low level mean. City Manager Rodriguez responded she needed to verify the details of their policies and would get that information to the Council.

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

<u>U.S. BANK</u>	<u>01/18/2024</u>
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A/P Checks: 326136 - 326439	\$2,575,240.95
Payroll: 184570 – 184881 43748 - 43753	<u>\$753,877.42</u>
TOTAL	\$3,329,118.37

Motion carried: 5-0

ITEM #9	HATS OFF TO HOMETOWN HITS
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Council Member Whalen thanked the legislators who visited and toured some of Nicollet Avenue and he thanked staff for putting that together.

Council Member Christensen gave hats off to the City staff who put out an email summary of what happens in the City.

Council Member Hayford O'Leary gave hats off to Jeff M., the owner of Sota Boys Smoke shop for the discussion he had with him regarding the changes made to the tobacco sales and flavored tobacco. He thanked him for his time.

Council Member Trautmann wished former Mayor Marty Kirsch a speedy recovery and express sympathy that he was doing poorly. He thanked the Richfield Optimist Club for the flags they put in his yard on the 4th of July and Memorial Day. He noted the Richfield Optimists raised thousands of dollars through that which was then donated to local charities.

Mayor Supple gave hats off to Partnership Academy and thanked them for inviting several people to come for their change makers unit. She gave hats off to Patty Piatz and her team for the Hometown Media Award they received.

ITEM #10	ADJOURNMENT
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M/Trautmann, S/Whalen to adjourn the meeting at 7:43 p.m.

Motion carried: 5-0

Date Approved: February 13, 2024

Mary Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



Proclamation of the City of Richfield

WHEREAS, Each February, during Black History Month, the United States honor the contributions and sacrifices of African Americans who have helped shape the nation; and

WHEREAS, the City of Richfield, Minnesota also takes pride in recognizing February 2024 as Black History Month. We want to honor the many notable contributions that people of African descent have made to our community and celebrate the rich cultural heritage, triumphs, and adversities that are an indelible part of our country's history; and

WHEREAS, we celebrate the diversity of Black people in Richfield, the State of Minnesota, our nation and the Black diaspora, whether they self-identify as African, African American, Afro-Latino, Afro-Caribbean, or Black; and

WHEREAS, the City of Richfield has committed in 2024 to support legislation that addresses the widening existing economic, racial, health and education gaps, which impacts our most vulnerable communities in line with national efforts to close those gaps which impact communities of color; and

WHEREAS, Black or African-American residents represented 10.7 percent of the Richfield city population in 2022; and

WHEREAS, the City of Richfield, its City Council and staff identify diversity and equity as core values, recognizing that our diverse culture is one of our greatest strengths and assets, striving to promote an environment of equity and inclusion; and

WHEREAS, the Richfield Human Rights Commission supported this proclamation at its February 6, 2024 meeting and recommended the Richfield City Council do the same; and

Now, THEREFORE, I, Mary Supple, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of February 2024 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 13th day of February, 2024.

Mary Supple, Mayor



STAFF REPORT NO. 17
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
1/31/2024

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

N/A
Katie Rodriguez, City Manager
2/7/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider to approve the renewal of the 2024 licenses for Off-Sale 3.2 Percent Malt Liquor doing business in Richfield.

Licenses to sell 3.2 Percent Malt Liquor - OFF SALE

Richfield Minnoco

Speedway #4186

Speedway #4188

Speedway #4191

Speedway #4615

EXECUTIVE SUMMARY:

The above businesses are normally renewed in December. However, Richfield Minnoco was slated to be sold in December, but the sale fell through. Speedway's parent company had substantial personnel changes and missed the renewal deadline. Consequently their licenses expired, and these businesses have suspended liquor sales as of January 1. They are now ready and waiting for approval to begin again.

Staff completed a staff report for each business at the time they originally applied for and received Council approval to sell Off-Sale 3.2 Percent Malt Liquor at their business in the City of Richfield. This is a request to renew their annual license for 2024. There is not a public hearing requirement for renewals for these types of licenses. The businesses named in this report are presented for Council's approval.

RECOMMENDED ACTION:

By motion: Approve the 2024 renewal of named business licenses for Off-Sale 3.2 Percent Malt Liquor establishments doing business in Richfield.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- The listed businesses current licenses expired on December 31, 2023.
- The businesses named below with the corresponding licenses are presented for Council's approval on this date.

- Licenses to sell Off-Sale 3.2 Percent Malt Liquor
 - Richfield Minnoco
 - Speedway #4186
 - Speedway #4188
 - Speedway #4191
 - Speedway #4615

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The business licensing renewal process is standard business for the City.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- All businesses must annually request renewal of their Off-Sale 3.2 Percent Malt Liquor licenses to the City Council.
- Businesses must meet the requirements for renewal of their licenses.

D. CRITICAL TIMING ISSUES:

There are no additional critical timing issues.

E. FINANCIAL IMPACT:

All license fees must be paid and application forms submitted in order to be considered for license renewal.

F. LEGAL CONSIDERATION:

There are no additional legal issues.

ALTERNATIVE RECOMMENDATION(S):

Deny the request for the renewal of 2024 licenses for Off-Sale 3.2 Percent Malt Liquor doing business in Richfield. This would result in the applicants not being able to sell 3.2 percent malt liquor within the City in 2024; however, there have been no issues with any of these listed establishments and the Public Safety Department has found no reason to deny any of the requested licenses.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Businesses have been notified of the date of presentation to the City Council but are not required to attend.



STAFF REPORT NO. 18
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Olivia Wycklendt, Civil Engineer
 Kristin Asher, Public Works Director
 2/5/2024

OTHER DEPARTMENT REVIEW:
 CITY MANAGER REVIEW:

N/A
 Katie Rodriguez, City Manager
 2/7/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a Construction and Maintenance Agreement with LYNK 65, LLC that defines ownership and maintenance responsibilities for certain features constructed at 6445 Lyndale Ave S.

EXECUTIVE SUMMARY:

The properties at 6445 Lyndale Ave S have been redeveloped to construct a multi-unit apartment building. The construction includes site improvements on both public and private property. The City has worked with the developer to draft a Construction and Maintenance Agreement (the "Agreement") that defines ownership and maintenance responsibilities for the site and boulevard improvements constructed during the redevelopment project. These improvements and responsibilities include:

- Sidewalk and sidewalk snow removal
- Landscaping and irrigation
- Boulevard trees
- Street and sidewalk lighting
- Stormwater control devices

RECOMMENDED ACTION:

By Motion: Approve the Construction and Maintenance Agreement with LYNK 65, LLC that defines ownership and maintenance responsibilities for certain features constructed at 6445 Lyndale Ave S.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City is requiring the redevelopment to provide stormwater quality treatment before stormwater enters the City system. The onsite treatment structure will help remove pollutants and particles before the water enters the public system. In order for the treatment structure to function as designed, it must be inspected and cleaned regularly.
- Drainage improvements are also being constructed on the site and include an underground stormwater detention system and outlet control structures which temporarily store stormwater on the property before delivering it to the public system. In order for the detention systems to function as designed, they must be inspected and maintained regularly.
- The Agreement provides direction on inspection, repair, replacement, and maintenance of the detention system, and the public improvements, in addition to the remedies for the failure to comply with the provisions of this agreement.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Approval of such agreements constitutes regular City business as part of the redevelopment process.

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

The City requires a Construction and Maintenance Agreement for redevelopment projects containing boulevard improvements and/or stormwater treatment structures.

D. **CRITICAL TIMING ISSUES:**

The redevelopment project is largely complete and approval of the Agreement is timely.

E. **FINANCIAL IMPACT:**

- The Agreement requires the property owner to cover all costs related to inspection and maintenance of its stormwater detention system.
- The Agreement requires the property owner to reimburse the City for any costs incurred in performing activities identified as the responsibility of the property owner.
- Financial responsibilities of other items varies per the agreement.

F. **LEGAL CONSIDERATION:**

The City Attorney was consulted during the negotiations of terms and has reviewed the agreement.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ Construction and Maintenance Agreement	Contract/Agreement

CONSTRUCTION AND MAINTENANCE AGREEMENT

This construction and maintenance agreement ("Agreement"), made and entered into as of the _____ day of _____, 20__ by and between **LYNK 65, LLC**, a Delaware limited liability company ("Developer") and the City of Richfield, Minnesota, a Minnesota municipal corporation ("City").

RECITALS

- A. Developer owns certain real property located in the City of Richfield, legally described in the attached Exhibit A ("Property").
- B. Developer has completed construction of buildings and related site improvements ("Site Improvements") on the Property and has constructed a parking lot on the Property.
- C. The City requires that certain storm water improvements, described in attached Exhibit B ("Stormwater Improvements"), be constructed and maintained to ensure proper discharge of storm water into the City's storm sewer system ("City System").
- D. The City requires the construction of certain improvements and betterments ("Public Area Improvements" – Described in attached Exhibit C) on portions of the public right-of-way and public easements abutting the Property (collectively, the "Public Areas").
- E. For the purpose of providing the basis for design, construction, repair, replacement, and maintenance of the Stormwater Improvements and Public Area improvements, the parties wish to enter into this Agreement, including setting forth the remedies for failure to comply with this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Stormwater Improvements

1. Design. The City has reviewed and approved plans for the Stormwater Improvements; such review and approval occurred prior to the commencement of construction. The city may reject the final construction if it does not meet the City standards or comply with the approved plans. The Developer is responsible for any costs to bring the construction into compliance with City standards or the approved plans.
2. Construction. The Developer shall construct and pay for the cost of construction of the Stormwater Improvements.

3. Inspection and Cleaning.

a. Frequency. The Developer shall be responsible for inspecting and cleaning the Stormwater Improvements, including the storm sewer, storm sewer structures, stormwater treatment systems, and drintile, per the Operations and Maintenance Plan in Exhibit B, unless a more frequent inspection or cleaning is requested by the City.

b. Costs. The Developer shall cover the cost of all such inspections and cleanings.

c. Annual Report. The Developer shall provide the City with an annual report documenting the inspection and maintenance of the Stormwater Improvements on or before December 31 of each year.

4. Right of Access and City Maintenance Rights. The Developer grants to the City, its agents and employees, the right to enter the Property to conduct periodic inspections. If the Developer fails to adhere to Section 3, the City has the right to clean, repair, and replace all or portions of the Stormwater Improvements and assess costs to the Developer or the Property.

PUBLIC AREA IMPROVEMENTS

5. Construction, Installation, Maintenance, Repair, and Replacement. The parties agree to undertake the responsibilities for the construction, installation, maintenance, repair, and replacement of Public Area Improvements as described in the attached Exhibit D.

6. City Review of Work. The City will have reasonable time to review and approve, reject, or require modifications to the plans and specifications for all work done within the Public Areas by Developer.

7. Additional Snow Removal. The City will provide basic snow removal on the public trail and sidewalk to South and West of the development (along Lyndale Ave and 65th St). Developer shall be responsible for providing, and paying expenses for, any additional snow removal or treatment it desires beyond the City's obligation in Exhibit D. Sidewalk damage, or damage to adjacent areas, due to the use of heavy equipment, excessive salt or other chemical disbursement, or any other damage caused by Developer will be repaired by Developer at the Developer's expense. Work performed under this paragraph is subject to Right of Access, Insurance, and Indemnity provisions.

8. Right of Access.

a. Subject to compliance with any preconditions contained in the City Code, the City grants to the Developer, its agents and employees the right to enter onto the Public Areas to perform the work required to be performed by the Developer pursuant to paragraphs 5 and 6.

b. The Developer agrees that it will not interfere with the public use of the Public Areas.

c. The Developer will notify the City and any other agency having jurisdiction over, or an interest in, the Public Areas or abutting streets and highways at least 48 hours in advance of any scheduled work. Developer will comply with any requirements of the City or such other agency governing signage and other regulations governing work in the Public Areas including, without limitation obtaining any additional permits, licenses, or approvals needed for the doing of such work.

d. Developer grants to the City, its agents and employees, the right to enter onto the Property to maintain items as identified in Exhibit D.

9. Ownership.

a. Exhibit C designates Public Area Improvements which are to be constructed by Developer and conveyed to the City following the City inspection of the work and notification to the Developer that it will accept conveyance.

b. Developer warrants that such conveyance is free and clear of any mechanic's liens or encumbrances other than Developer's first priority mortgage in favor of its lender.

c. Any warranties available as a result of construction of such Public Area Improvements will be assigned to the City, and, to the extent available, will be utilized to offset Developer's maintenance obligations hereunder.

10. Maintenance, Repair and Replacement Obligation. The party having the maintenance, repair or replacement obligation, as outlined in this Agreement and the attached exhibits, shall have the affirmative obligation of assuring the item to which the obligation attaches is always kept in good, safe, operable and presentable condition. If the City becomes aware of a condition relating to an item for which the Developer is obligated, it shall notify the Developer in writing whereupon the Developer shall promptly inspect, and as needed, maintain, repair or replace the item within 30 days of the date of such notification by the City.

11. No Salt Storage. Developer shall not store, on or within the Stormwater Improvements or the Public Areas, salt or other similar chemicals used to treat snow and ice.

12. Default. If either party defaults in any of its obligations hereunder, after notice of such default and failure to cure within 30 days following such notification, unless extended upon mutual agreement of the parties, the non-defaulting party may pursue whatever remedies are available to it at law or in equity. The non-defaulting party may also terminate this Agreement following such notice and the failure to cure, except that the Developer's obligation to construct, repair, maintain and reconstruct the Stormwater Improvements shall survive such termination.

In addition to such remedies, if the Developer is the defaulting party, and the default relates to activities within the Public Areas, the City may, after such notice and cure period, perform the work and recover the entire cost of such work against the Developer through a lien against the Property to be collected as a special assessment. The Developer agrees and stipulates that any such work will be for the betterment of the Property, and that the value of the Property will be increased by at least the cost of the work. The Developer for itself, its successors and assigns, waives any challenge to the amount of the assessment for such work, and waives its right to a hearing on the assessment or to challenge the assessment following its being levied. In addition to placing an assessment lien against the Property under Minnesota Statutes, Chapter 429, the City may also seek to impose and collect a lien pursuant to Minnesota Statutes, Section 514.67.

13. Miscellaneous Provisions.

- a. Insurance. The Developer will, during the term of this Agreement, maintain coverages from insurance companies acceptable to the City, at levels acceptable to the City insuring against claims for injury, death or property damage or death caused by any activities conducted by Developer, its officers, agents, or employees within the Public Areas and the failure of Developer, as obligated hereunder, to properly maintain, repair, or replace Public Area Improvements. Developer must submit a certificate of insurance to the City in form and substance that is acceptable to the City Attorney. At such time as Developer no longer has project obligations in the Public Areas, as confirmed in writing by City, Developer will not need to submit a certificate of insurance to the City. If the Developer performs future work within the Public Areas, the Developer must submit a current certificate of insurance.
- b. Indemnity. The Developer also agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from any claims or causes of action occasioned by or arising out of the Developer's activities or failure to perform activities under this Agreement. The Developer's obligation to defend and indemnify shall not extend to claims which are the result of the negligence or the willful misconduct of the City, its officers, agents or employees.
- c. Term. Unless earlier terminated as provided in Paragraph 12, this Agreement shall remain in full force and effect until terminated by the mutual written agreement of the parties.
- d. Binding Effect. All duties and obligations of the Developer under this Agreement shall also be duties and obligations of the Developer's successors and assigns. The terms and conditions of this Agreement shall run with the land, be binding on subsequent owners, and shall be recorded with the property records of Hennepin County, Minnesota.
- e. Recording. The City shall record this Agreement among the land records, within 60 days of the date hereof, and shall pay for the cost of such recording.

f. Other Approvals. This Agreement shall not relieve Developer from the need to obtain all licenses, permits and approvals which are required by the City and other permitting and licensing authorities to allow for the development of the Property. Nor shall this Agreement be deemed a waiver of the City's legislative or quasi-judicial judgment in considering the granting of any such licenses, permits or approvals. Additionally, no structure or improvement which is the subject of this Agreement may be constructed until any necessary land use approvals and/or variances have first been obtained.

g. No Interest in Land. This Agreement does not create any property or ownership interest of the Developer in the Public Areas. This Agreement only gives Developer the permission to occupy and utilize the Public Areas consistent with provisions and limitations of this Agreement.

h. Notices.

City: City of Richfield
6700 Portland Avenue S.
Richfield, MN 55423

Attn: City Engineer

Developer: **LYNK 65, LLC**
300 23rd Ave E
West Fargo, ND 58078

Attn: Austin Morris

i. Severability. If any provision of this Agreement is invalid or unenforceable, such provision, if feasible, shall be deemed to be modified to be within the limits of enforceability or validity; if, however, the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

j. Entire Agreement. This Agreement, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

k. Amendment. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by the parties.

l. Exhibits. All exhibits referred to in and attached to this Agreement are incorporated and made a part of this Agreement.

m. Counterpart Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original, and all of which shall constitute one and the same instrument.

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

CITY OF RICHFIELD

By: _____

Its Mayor

By: _____

Its City Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ and _____, the Mayor and City Manager respectively, of the City of Richfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

OWNER

LYNK 65, LLC

By: Syndica, LLP

Its: Manager

By: _____

Austin J. Morris

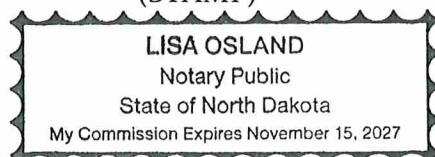
~~General~~ Partner of Syndica, LLP

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 10 day of January, ~~2023~~, ²⁰²⁴ by Austin J. Morris, the ~~General~~ Partner of Syndica, LLP, a North Dakota limited liability partnership, the Manager of Lynk 65, LLC, a Delaware limited liability company, on behalf of the limited liability company, Declarant.

(STAMP)



Notary Public

EXHIBIT A

Legal Description

Lot 1, Block 1, Lyndale Oaks 2nd Addition.

EXHIBIT B

STORMWATER IMPROVEMENTS

Civil Plans prepared by Westwood, dated April 25th, 2022.

Specific plan sheets outlined below:

- Sheet No. C4.0 – Erosion Control Plan
- Sheet No. C4.1 – SWPPP Narrative
- Sheet No. C4.2 – SWPPP Notes
- Sheet No. C5.0 – Utility Plan
- Sheet No. C5.1 – Storm Vault Details
- Sheet No. C6.2 – Civil Details

As-built Civil Plans prepared by Westwood, dated November 27th, 2023.

Specific plan sheets outlined below:

- Sheet No. C5.0 – Record Utility Plan

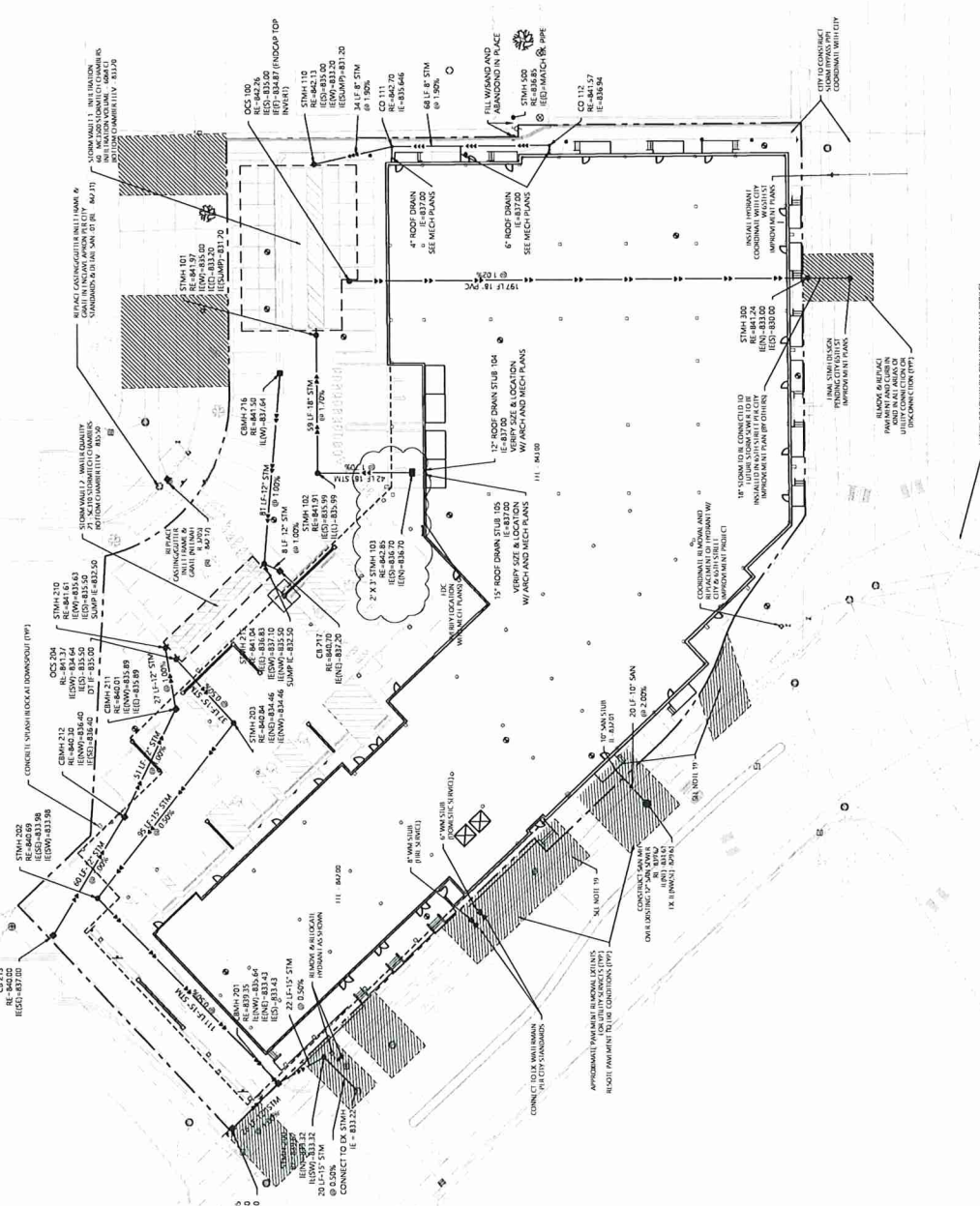
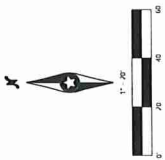
Stormwater Inspection and Maintenance Plan

UTILITY LEGEND

[illegible]

GENERAL UTILITY NOTES

- [illegible]

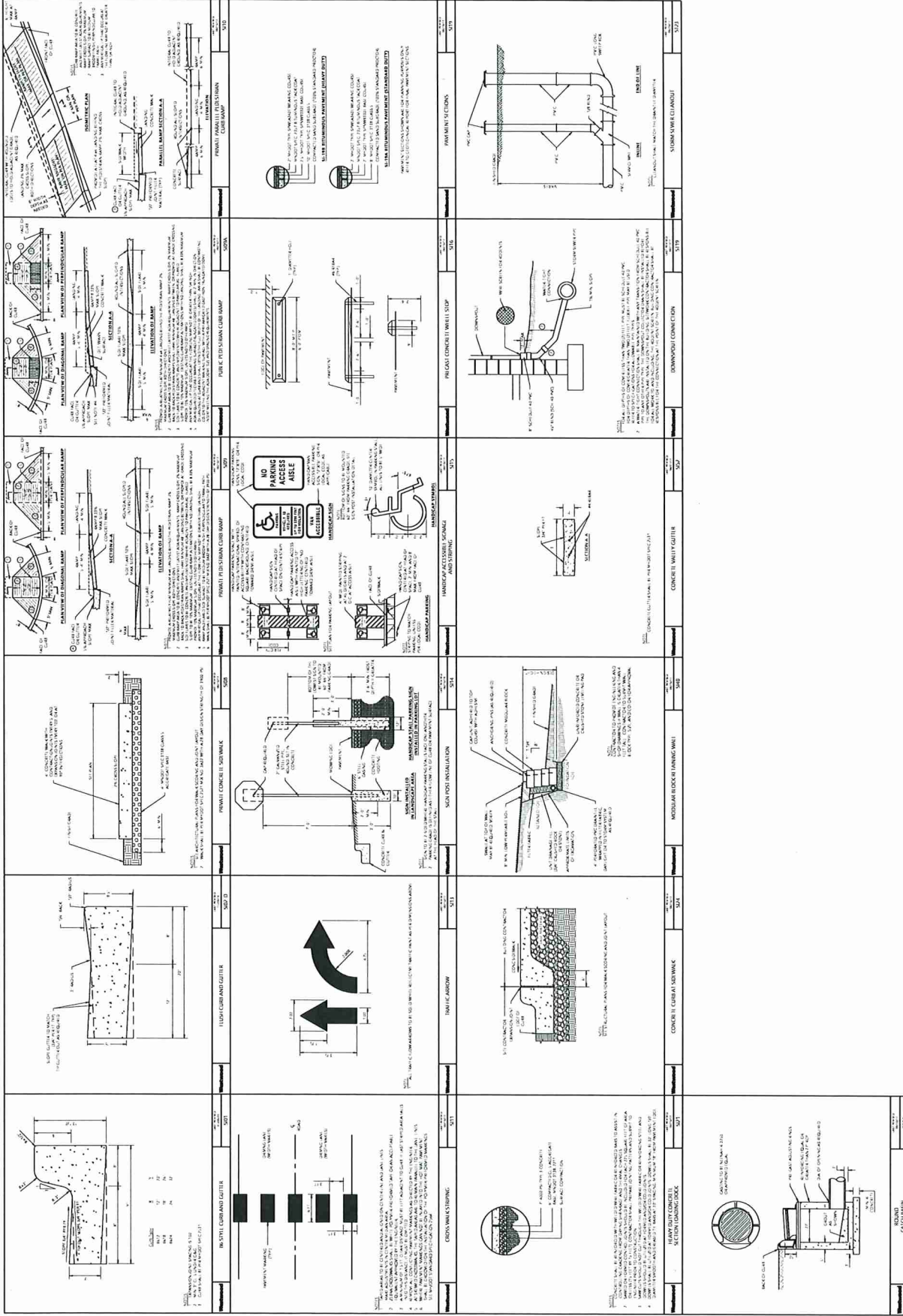


STORM SEWER CASTING SCHEDULE

[illegible]

CITY UTILITY NOTES

- CONTRACTOR TO PROVIDE TEMPORARY BASIN TO CAPTURE SEDIMENT PRIOR TO VALU-1 CONSTRUCTION AND INSPECT AND CLEAN VALU-1S DURING AND AFTER CONSTRUCTION.



STORMWATER INSPECTION AND MAINTENANCE PLANS AND PRACTICES ENCLAVE APARTMENTS, RICHFIELD, MN

INSPECTION PROCESS AND SCHEDULE

At a minimum, the entire treatment system will be inspected annually, including pre-treatment devices. Personnel should be aware of the maintenance plan. Below are inspection checklists and report to be completed on a scheduled interval stated on each checklist by the property owner or an assigned sub-contractor. *A maintenance area plan is included as Attachment 1. An inspection and maintenance log sheet/report included as Attachment 2.*

Underground Storage System: StormTech MC-3500, StormTech SC-310, Sump Catch Basins and Sump Manholes

- Annual Inspection includes
 - Video inspection of inlets, outlets, manhole structures, and isolator row.
 - Measurement of standing water and sediment depth in inlets, outlets and manhole structures.
 - Measurement of sediment depth in chambers through inspection ports.
- Periodic visual inspection for
 - Erosion around inlets, outlets, manhole structures.
 - Debris accumulation in sumps.
- Periodic cleaning
 - When inspections warrant, a JetVac contractor must be hired to clean the isolator row and associated structures.

Rooftop Equipment

- Periodic visual inspection of rooftop equipment to ensure systems area in good working order and not leaking contaminants.

MAINTENANCE PLAN AND PROCESS

After performing the inspection process, any required maintenance shall be performed by the owner or an assigned subcontractor. All removed sediment from the stormwater systems must be disposed of in accordance with federal, state and local regulations. It is assumed that maintenance will consist of a combination of labor and equipment uses, to accomplish tasks ranging from vacuum/jetting trucks to trash clean up.

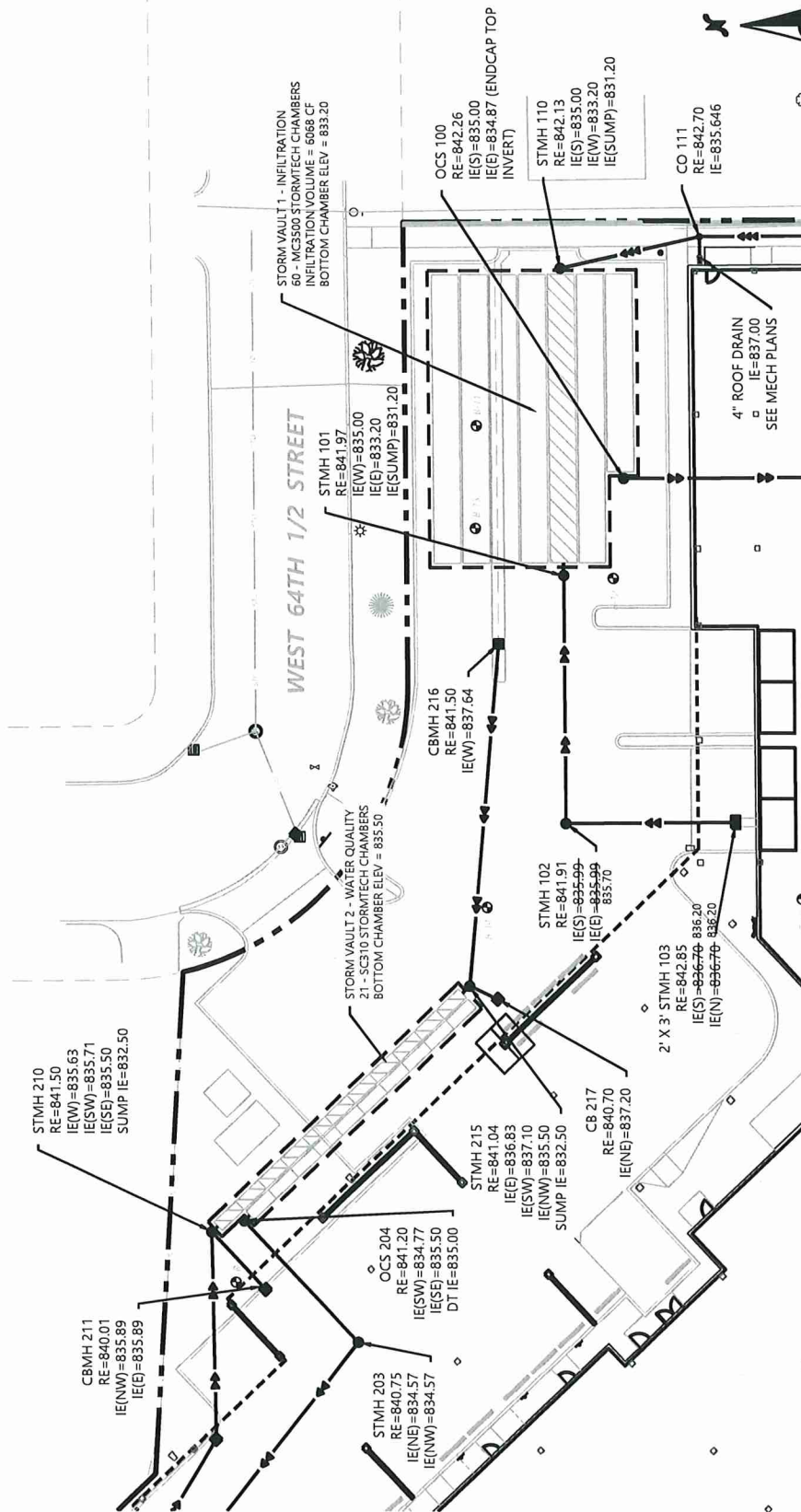
Maintenance of the StormTech systems shall take place as indicated in the product data O&M manual (*Attachment 3*). According to the StormTech guidelines, isolator rows should be cleaned with a JetVac when the accumulated sediment reaches a depth of 3 inches or more. When cleaning is required, the owner will select a JetVac contractor to perform the cleaning and test the sediment for toxic substances. A video inspection is recommended after cleaning takes place to ensure the work was thorough and complete.

Additional criteria include the following:

- Inspections and maintenance shall be performed by a qualified person.
- Inspect underground pipes, inlets, and overflows for sediment/debris accumulation, blockage, drainage and damage.
- Remove sediment deposits, trash and debris from drainage areas.
- Manhole structures require cleaning when debris impedes the flow of water.
- Sump manholes structure requires cleaning when accumulated sediment reaches a depth of 12" or more.
- Floating debris should be removed immediately after it is reported.
- Maintenance should include keeping a log of the amount of sediment collected and the date of removal.
- When required, all applicable confined space entry procedures must be followed by all personnel performing sediment removal or other system maintenance.

WRITTEN REPORT

Property owner will maintain records of inspection logs and maintenance activities and will provide documentation to the City of Richfield upon request.



Stormwater Inspection and Maintenance Plans and Practices, Enclave Apartments, Richfield
ATTACHMENT 2

Enclave Apartments, Richfield – Stormwater Facilities
Inspection and Maintenance Log Sheet/Report

Owner:
Address:
Inspection Date:
Inspectors:

Structure	Sediment Depth in Sump	Floatable/ Debris	Water Level	Findings / Actions Recommended
VAULT 1				
STMH 101				
STMH 110				
OCS 100				
Isolator Row				
VAULT 2				
STMH 210				
STMH 215				
OCS 204				
Isolator Row				

Additional Inspection/Maintenance Comments:

Date Maintenance Performed:

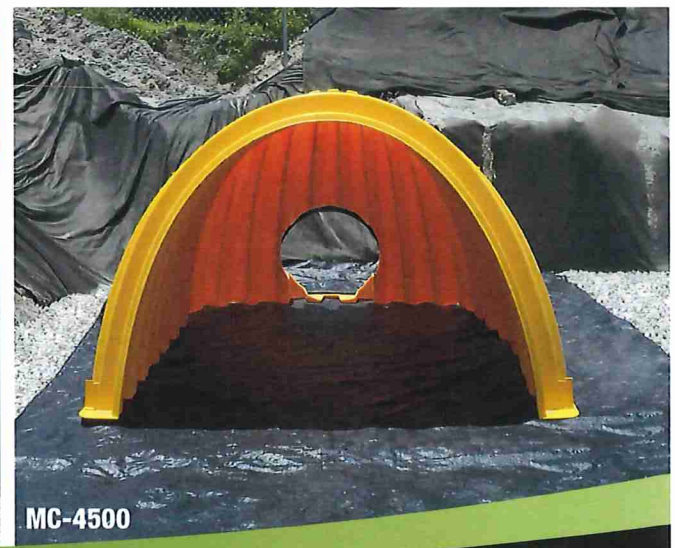
Maintenance Contractor:

Maintenance Procedures Performed:

Address:

Phone Number:

Isolator® Row O&M Manual



THE ISOLATOR[®] ROW

INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

THE ISOLATOR ROW

The Isolator Row is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row is typically designed to capture the “first flush” and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole provides access to the Isolator Row and typically includes a high flow weir. When flow rates or volumes exceed the Isolator Row weir capacity the water will flow over the weir and discharge through a manifold to the other chambers.

Another acceptable design uses one open grate inlet structure. Using a “high/low” design (low invert elevation on the Isolator Row and a higher invert elevation on the manifold) an open grate structure can provide the advantages of the Isolator Row by creating a differential between the Isolator Row and manifold thus allowing for settlement in the Isolator Row.

The Isolator Row may be part of a treatment train system. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

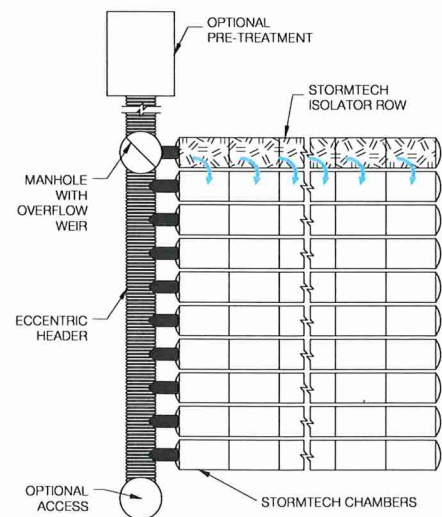
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.



StormTech Isolator Row with Overflow Spillway (not to scale)





ISOLATOR ROW INSPECTION/MAINTENANCE

INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

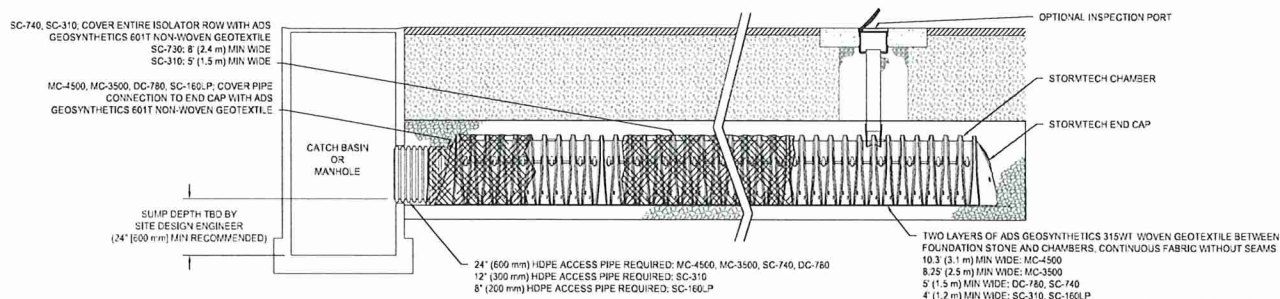
MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45° are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. **The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.**

StormTech Isolator Row (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row.



ISOLATOR ROW STEP BY STEP MAINTENANCE PROCEDURES

STEP 1

Inspect Isolator Row for sediment.

A) Inspection ports (if present)

- i. Remove lid from floor box frame
- ii. Remove cap from inspection riser
- iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
- iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

B) All Isolator Rows

- i. Remove cover from manhole at upstream end of Isolator Row
- ii. Using a flashlight, inspect down Isolator Row through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
- iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

STEP 2

Clean out Isolator Row using the JetVac process.

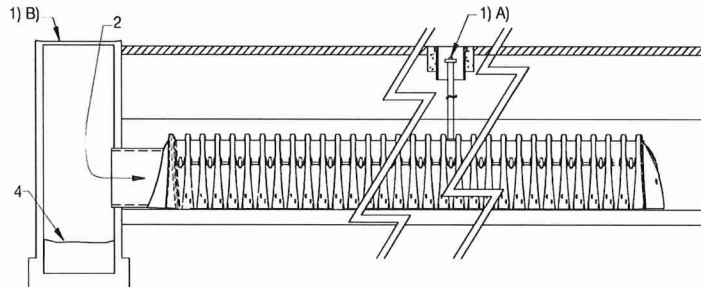
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

STEP 3

Replace all caps, lids and covers, record observations and actions.

STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



SAMPLE MAINTENANCE LOG

Date	Stadia Rod Readings		Sediment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/16/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

ADS "Terms and Conditions of Sale" are available on the ADS website, www.ads-pipe.com
 The ADS logo and the Green Stripe are registered trademarks of Advanced Drainage Systems, Inc.
 StormTech® and the Isolator® Row are registered trademarks of StormTech, Inc.
 © 2018 Advanced Drainage Systems, Inc. #11011 08/18 CS



Advanced Drainage Systems, Inc.
 4640 Trueman Blvd., Hilliard, OH 43026
 1-800-821-6710 www.ads-pipe.com

EXHIBIT C
PUBLIC AREAS

Civil Plans prepared by Westwood, dated April 25th, 2022.

Specific plan sheets outlined below:

- Sheet No. C2.0 – Civil Site Plan
- Sheet No. C3.0 – Grading Plan
- Sheet No. C3.1 – Enlarged Grading Plan
- Sheet Nos. C6.2– Civil Details
- Sheet No. L1.0 – Landscape Plan
- Sheet No. L1.1 -- Landscape Details

As-built Civil Plans prepared by Westwood, dated November 27th, 2023.

Specific plan sheets outlined below:

- Sheet No. 1 of 1 – Record Revised Grading Exhibit (Covered Parking Area)
- Sheet No. C3.0 – Record Grading Plan
- Sheet No. C3.1 – Record Enlarged Grading Plan

GRADING LEGEND

[illegible]

GRADING NOTES

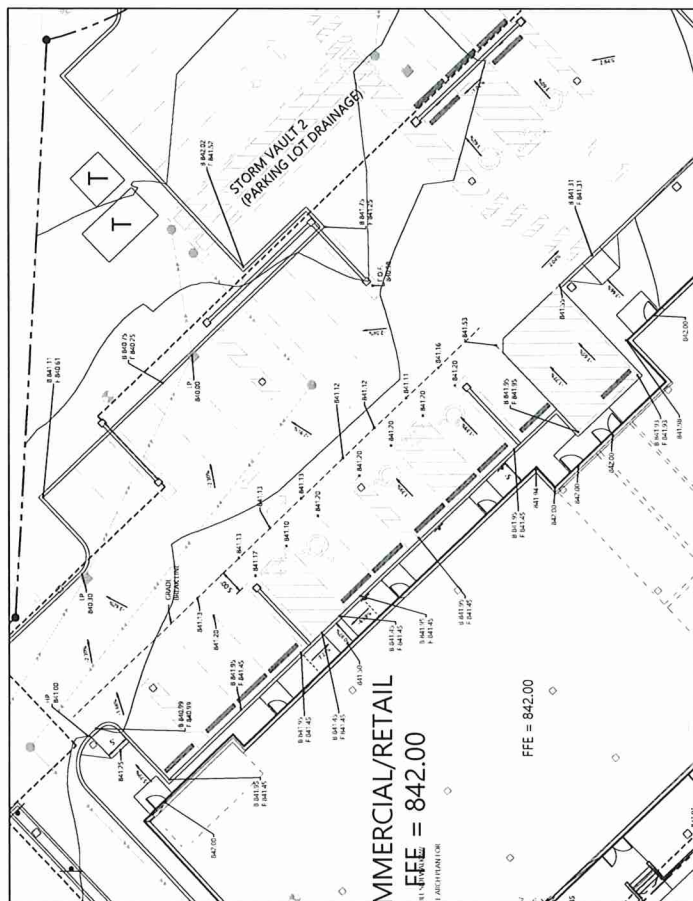
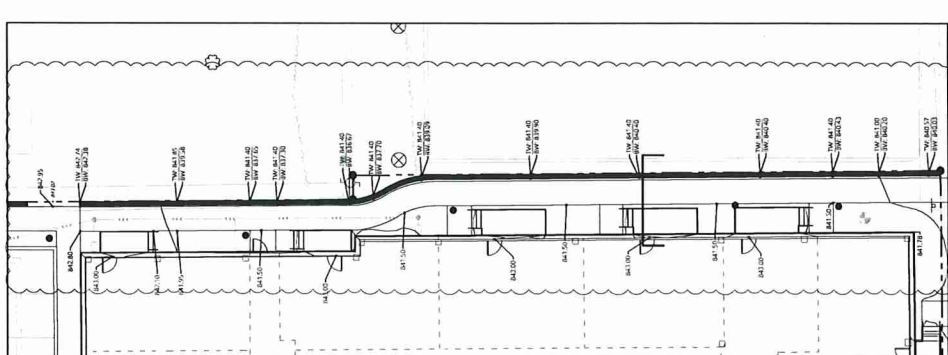
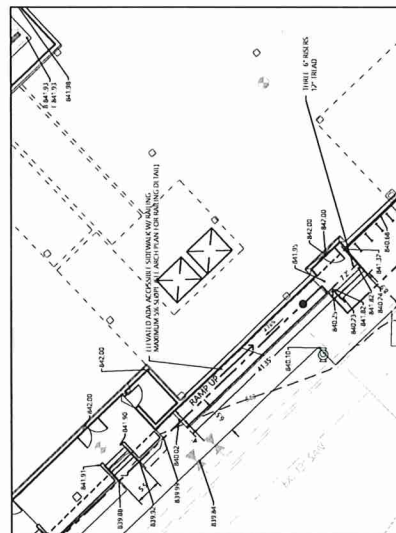
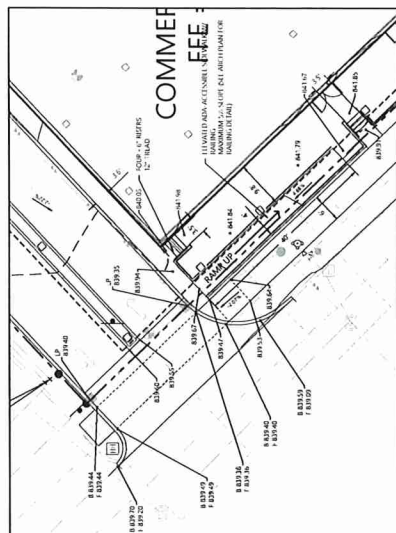
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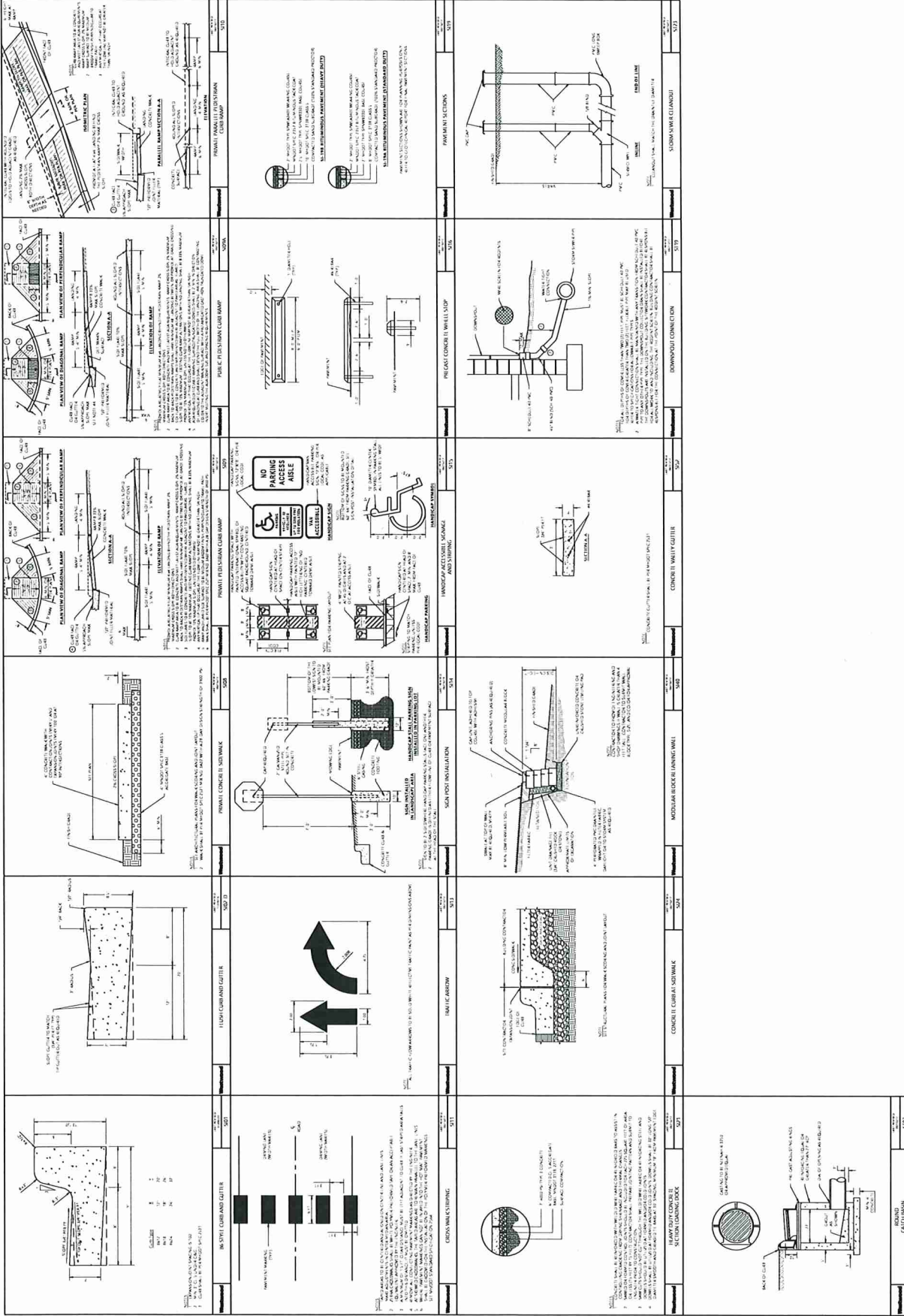
ORIGINAL ISSUE:	
No.	Description
09/07/21	1. BUILDING PERMIT SET
	2. CITY COMMENTS
	3. ADDENDUM #6
	4. CONSTRUCTION DOCS 04/25/2222
	5.
	6.

0028894.00 _____
PROJECT NUMBER

DMP _____
DRAWN BY CHECKED BY

ENLARGED GRADING
PLAN

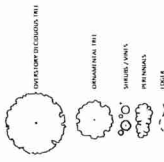




PLANT SCHEDULE

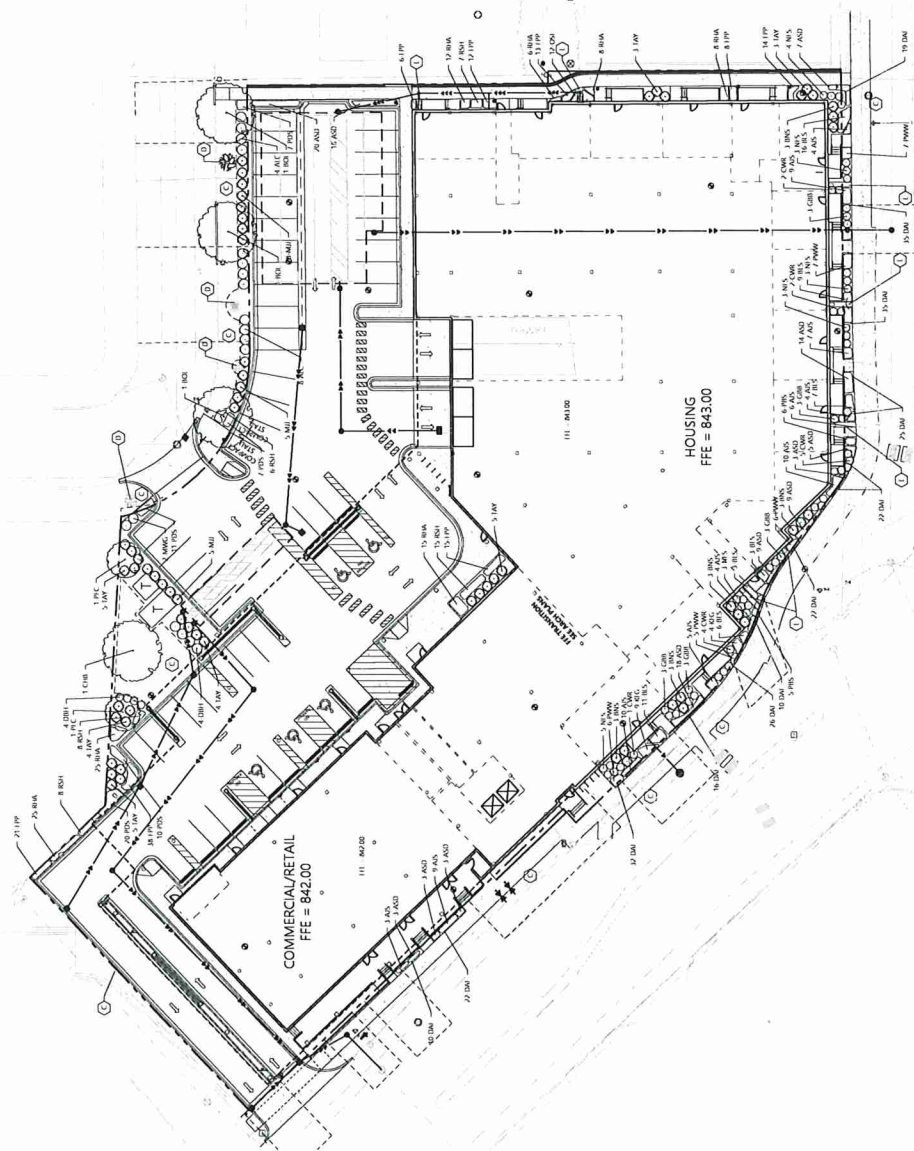
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2	2.00	2.00	2.00	2.00
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4	4.00	4.00	4.00	4.00
5	5.00	5.00	5.00	5.00
6	6.00	6.00	6.00	6.00
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51	51.00	51.00	51.00	51.00
52	52.00	52.00	52.00	52.00
53	53.00	53.00	53.00	53.00
54	54.00	54.00	54.00	54.00
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98	98.00	98.00	98.00	98.00
99	99.00	99.00	99.00	99.00
100	100.00	100.00	100.00	100.00

LANDSCAPE LEGEND



LANDSCAPE KEYNOTES

1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANSUR STANDARD SPECIFICATIONS FOR LANDSCAPE CONSTRUCTION.
2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANSUR STANDARD SPECIFICATIONS FOR LANDSCAPE CONSTRUCTION.
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10. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANSUR STANDARD SPECIFICATIONS FOR LANDSCAPE CONSTRUCTION.

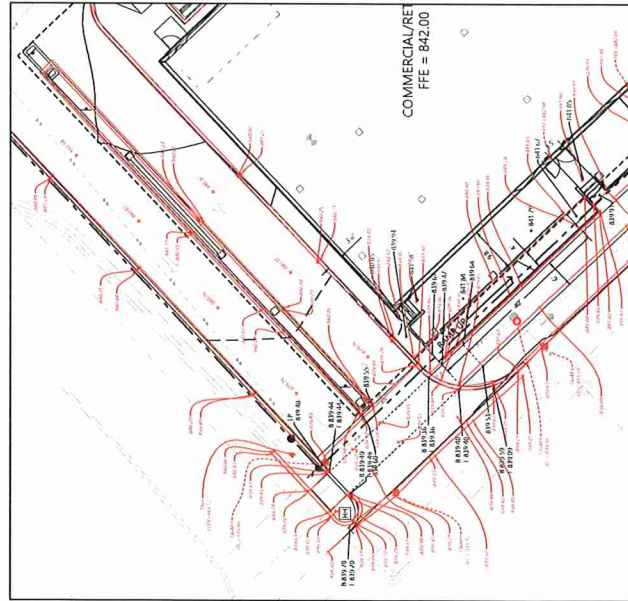
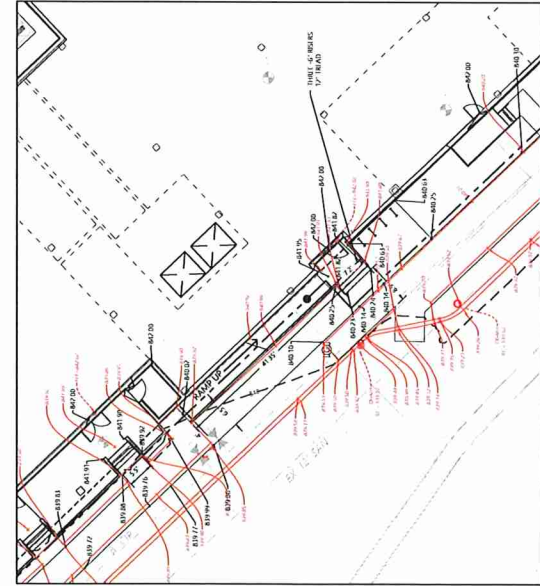


CONSTRUCTION DOCUMENTS
04/25/2022

ORIGINAL ISSUE:
04/25/2022
PROJECT NO: 20220101
DATE: 04/25/2022
1. BUILDING PERMIT SET: 04/25/2022
2. CITY COMMENTS: 04/25/2022
3. CITY COMMENTS #2: 04/25/2022
4. CONSTRUCTION DOCS: 04/25/2022

0028894.00
PROJECT NUMBER
JMM
JMM
JMM

LANDSCAPE PLAN
L1.0



GRADING LEGEND

SYMBOL	DESCRIPTION
[Symbol]	PROPERTY LINE
[Symbol]	EXISTING CONTOUR
[Symbol]	PROPOSED CONTOUR
[Symbol]	PROPOSED GRADING
[Symbol]	PROPOSED ELEVATION
[Symbol]	PROPOSED DRAINAGE
[Symbol]	PROPOSED RETAINING WALL
[Symbol]	PROPOSED EROSION CONTROL
[Symbol]	PROPOSED LANDSCAPE
[Symbol]	PROPOSED UTILITY
[Symbol]	PROPOSED STRUCTURE
[Symbol]	PROPOSED FENCE
[Symbol]	PROPOSED DRIVE
[Symbol]	PROPOSED WALKWAY
[Symbol]	PROPOSED BIKEWAY
[Symbol]	PROPOSED PARKING
[Symbol]	PROPOSED LOT
[Symbol]	PROPOSED ZONE
[Symbol]	PROPOSED DISTRICT
[Symbol]	PROPOSED CITY
[Symbol]	PROPOSED STATE
[Symbol]	PROPOSED FEDERAL
[Symbol]	PROPOSED INTERNATIONAL
[Symbol]	PROPOSED UNLabeled

ENCLAVE - RICHFIELD
 65th & Lyndale
 Richfield, MN 55224

Westwood
 10000 Hennepin Avenue, Suite 100
 Minneapolis, MN 55424
 Phone: (612) 338-1100
 Fax: (612) 338-1101
 Email: info@westwoodmn.com
 Website: www.westwoodmn.com

esg
 ARCHITECTURE & DESIGN
 500 Hennepin Avenue, Suite 100
 Minneapolis, MN 55424
 Phone: (612) 338-1100
 Fax: (612) 338-1101
 Email: info@esgmn.com
 Website: www.esgmn.com

GRADING NOTES

1. LOCATIONS AND ELEVATIONS OF EXISTING SURFACES AND UTILITIES SHOWN ON THE RECORD PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY UPON DISCOVERY.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHTS-OF-WAY FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHTS-OF-WAY FROM THE APPROPRIATE AGENCIES.
3. ALL ELEVATIONS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD GRADE" PUBLISHED BY THE CIVIL ENGINEERING ASSOCIATION OF MINNESOTA.
4. ALL EXISTING IMPROVEMENTS ARE TO REMAIN UNLESS OTHERWISE INDICATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHTS-OF-WAY FROM THE APPROPRIATE AGENCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHTS-OF-WAY FROM THE APPROPRIATE AGENCIES.
6. ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHTS-OF-WAY FROM THE APPROPRIATE AGENCIES.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS, AND RIGHTS-OF-WAY FROM THE APPROPRIATE AGENCIES.

RECORD PLANS	
ORIGINAL ISSUE:	11/27/23
REVISIONS:	
No.	Description
1	
2	
3	
4	
5	
6	
7	

0028894.00	PROJECT NUMBER
AAW	SSA
10/1/2023	DATE
10/1/2023	DATE

RECORD ENLARGED	GRADING PLAN
C3.1	

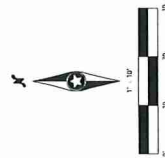


Exhibit D
6445 Lyndale Ave S – Lynvue Apartments
Public Area Improvements

Public Area Feature	Ownership	Construction and Installation Responsibility	Maintenance, Repair, Replacement Responsibility	Responsible for the Cost of Operation & Maintenance	Inspection & Maintenance Cycle
Public Sidewalk/Trail	City	Developer	City	City	Annually
Public Sidewalk/Trail Snow Removal	City	Developer/City	See Paragraph 7	See Paragraph 7	As needed
Landscaping	Developer	Developer	Developer	Developer	As needed
Private Irrigation	Developer	Developer	Developer	Developer	As needed
Public Utilities (Storm, Sewer, Water)	City	Developer	City	City	As needed
Stormwater Improvements (Underground Retention system)	Developer	Developer	Developer	Developer	Per the Operations and Maintenance Plan in Exhibit B



STAFF REPORT NO. 19
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Mattias Oddsson, Water Resources Engineer
 Kristin Asher, Public Works Director
 1/30/2024

OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

N/A
 Katie Rodriguez, City Manager
 2/7/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution authorizing the City of Richfield to accept grant funds in the amount of \$27,800 and enter into a cost share agreement with Nine Mile Creek Watershed District to implement a Low Salt Design Pilot City program.

EXECUTIVE SUMMARY:

In December 2023, the city of Richfield applied for and was awarded a cost share grant from Nine Mile Creek Watershed District (NMCWD) in the amount of \$27,800.00 to assist the City with conducting a pilot program to provide training to City staff in Low Salt Design practices and explore options for integrating Low Salt Design into municipal policies and practices.

RECOMMENDED ACTION:

By motion: Approve the resolution authorizing the City of Richfield to accept grant funds in the amount of \$27,800 and enter into a cost share agreement with Nine Mile Creek Watershed District to implement a Low Salt Design Pilot City program.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Chloride pollution, driven primarily by road salt application, is a major issue affecting freshwater in Minnesota. Low Salt Design is an emerging set of practices focused on designing infrastructure to minimize the need for salt to maintain winter safety. City staff are partnering with the Nine Mile Creek Watershed District and Bolton & Menk, Inc. on a pilot project to provide training on Low Salt Design and explore how these practices could be incorporated into City policies.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

By adopting this resolution, the City is leveraging external funding sources to ensure *sustainable infrastructure financing*. Exploring innovative new methods to reduce salt use and chloride pollution contributes to the City's ongoing efforts to ensure that *climate resilience is a priority*. Furthermore, incorporating Low Salt Design practices may help improve safety for vulnerable road users, demonstrating a commitment to *equity*.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

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

D. CRITICAL TIMING ISSUES:

- Staff are targeting a winter 2024 start date for the Low Salt Design Pilot City program, therefore adoption

of this resolution by the Council at the February 13th meeting is timely.

- The effective date of the grant agreement is the date all signatures are authorized and obtained by NMCWD.
- The expiration date of the grant agreement is January 1st, 2026, or once all obligations have been fulfilled to the satisfaction of NMCWD, whichever occurs first.

E. FINANCIAL IMPACT:

- The City will be providing a cost share in the amount of \$8,000.
- Funds to cover the required cost share are available in the 2024 stormwater budget.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	Cost Share Agreement	Contract/Agreement

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$27,800 AND ENTER INTO A COST SHARE AGREEMENT WITH NINE MILE CREEK WATERSHED DISTRICT TO IMPLEMENT A LOW SALT DESIGN PILOT CITY PROGRAM

WHEREAS, the Richfield Public Works Department has applied for and been awarded a cost share grant in the amount of \$27,800 from the Nine Mile Creek Watershed District for 75% of the Low Salt Design Pilot City program costs; and

WHEREAS, the City will pay 25% of the Low Salt Design Pilot City program costs as laid out in the cost share agreement; and

WHEREAS, the City intends to use these funds to provide Low Salt Design training to staff and explore options for integration of these practices into City policies and procedures; and

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

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

1. That the City Council of the City of Richfield hereby authorizes the Mayor and City Manager to enter into the cost share agreement with the Nine Mile Creek Watershed District in the amount of \$27,800.
2. Appropriate City personnel are authorized to administer the funds in accordance with the grant agreement and terms described by the Nine Mile Creek Watershed District.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of February, 2024.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

NINE MILE CREEK WATERSHED DISTRICT COST SHARE PROGRAM

Cost Share Agreement between
NINE MILE CREEK WATERSHED DISTRICT and
the City of Richfield

The parties to this cost share agreement are the Nine Mile Creek Watershed District (NMCWD), a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D, and the City of Richfield (CITY), a body corporate and politic and a HOME RULE CHARTER city of the State of Minnesota. The purpose of this agreement is to provide for contribution by NMCWD to the costs of a Low Salt Design Pilot City program facilitated by Bolton and Menk.

NMCWD has determined the amount of funding that it will contribute to the training on the basis of the water-quality improvement, public education and demonstration benefits that will be realized.

NMCWD commits to reimburse CITY in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

CITY will participate in a Low Salt Design training and field trip and explore options for low salt integration into CITY processes as described in the scope of work and budget attached to and incorporated into this agreement as Exhibit A. In the event of conflict or disparity between a term or terms of this agreement and Exhibit A, the language in this agreement will prevail.

CITY will submit to NMCWD at least one report that includes a narrative describing the outcomes of the program, a description of and receipts documenting eligible costs incurred including in-kind contributions, and a description of any changes made to the trainings. A final Project Report must be submitted to NMCWD within 60 days of certification of the completion of the program.

2. Reimbursement

Total reimbursement under this agreement will not exceed **\$27,800** or 75 percent of eligible costs, whichever is less.

On receipt and approval by NMCWD of paid receipts or invoices documenting costs incurred in the course of the program, NMCWD will reimburse CITY 75 percent of CITY's eligible costs to design and construct the Project, up to an in-progress total of \$25,020. Contributed labor will not be reimbursed, but may apply toward total cost of completion of the Project.

NMCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on NMCWD. As a result, NMCWD will withhold 10 percent of any reimbursement until confirmation by NMCWD that the program is complete and in conformance with Exhibit A, and a final Project Report has been submitted.

Further, absent NMCWD's written concurrence to an extension of a timeframe established in this agreement, NMCWD's commitment to provide reimbursement will be void after the passage of any deadline for action on the part of CITY'S stated herein.

3. Right of Access

CITY will permit NMCWD representatives to participate in trainings and sit in on discussions with Bolton and Menk. If NMCWD finds that an obligation under this agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this agreement void. CITY will reimburse NMCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

4. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Program must properly acknowledge the funding provided by NMCWD. CITY will cooperate with NMCWD to seek publicity and media coverage of the Program.

5. Independent Relationship

NMCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by CITY that furthers the purposes of NMCWD. CITY is not the agent, representative, employee or contractor of NMCWD. This agreement is not a joint powers agreement under Minnesota Statutes section 471.59. CITY acts independently and selects the means, method and manner of training. Each party agrees that it will be responsible only for its own acts and the results thereof to the extent authorized by the law and will not be responsible for the acts or omissions of the other party or the results thereof.

6. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by the parties and expires three years thereafter. NMCWD retains the right to void this agreement if training is not completed by **1/1/2026**. NMCWD may grant a request to extend the program period based on CITY's satisfactory explanation and documentation of the need for an extension. Upon issuance by NMCWD of notice of NMCWD's determination to void this agreement, CITY will not receive any further reimbursement for training subject to this agreement, unless NMCWD extends the completion period.

All obligations that have come into being before termination shall survive expiration.

7. Subcontract and Assignment

CITY will not assign, subcontract or transfer any obligation, right or interest in this agreement without the written consent of NMCWD. Written consent to any subcontract will not relieve CITY of responsibility to perform under this agreement.

8. Indemnification

Subject to the limitations and immunities of MN Statute Chapter 466, CITY will defend NMCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such party harmless, and indemnify it, to the extent due to: (a) CITY's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CITY to NMCWD.

9. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, NMCWD and CITY waive no immunities in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party and this agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

10. Compliance With Laws

CITY is responsible to secure all permits and comply with all other legal requirements applicable to the construction and maintenance of the Project.

11. Notices

Any written communication required under this agreement shall be addressed to the other party as follows:

To NMCWD:

Administrator
Nine Mile Creek Watershed District
12800 Gerard Drive
Eden Prairie, MN 55346

To CITY:

Chad Donnelly, or their successor
City of Richfield
6221 Portland Avenue,
Richfield, MN 55423

12. Waiver

NMCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, NMCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party.

13. Venue and Jurisdiction

The agreement will be construed under and governed by the laws of the State of Minnesota. Venue and jurisdiction for any legal action hereunder will be Hennepin County, Minnesota.

[Signature page follows.]

Intending to be bound, the parties hereto execute and deliver this agreement.

CITY OF Richfield

By _____ Date:

Katie Rodriguez, its City Manager

By _____ Date:

Mary Supple, its Mayor

NINE MILE CREEK WATERSHED DISTRICT

By _____ Date:

Erica Sniegowski, its Administrator



STAFF REPORT NO. 20
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
2/1/2024

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
2/7/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the first reading of an ordinance amending Section 925 - Nuisances to include a new provision relating to flexible dumpsters and adding that a violation of section 1305.27 Subd. 5 (Yards) & 6 (Vehicle parking and storage limitations and requirements) is nuisance conduct and subject to a repeat nuisance fee.

EXECUTIVE SUMMARY:

The City has seen an increase in complaints regarding flexible dumpsters being left on properties for months at a time, as well as yard parking and cars parked on properties that exceed the four that are currently allowed by City Code. Proposed ordinance amendments would help alleviate these violations and also impose a repeat nuisance fee for yard parking and number of vehicles allowed on a property.

RECOMMENDED ACTION:

By Motion: Approve the first reading of an ordinance amending Section 925 of the Richfield City Code to include a provision relating to flexible dumpsters and adding that a violation of section 1305.27 Sub. 5 & 6 is nuisance conduct subject to a repeat nuisance fee.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City has seen an increase in complaints regarding flexible dumpsters being left on properties for months at a time. Flexible dumpsters are meant to be used as a temporary receptacle for removal of household debris, remodeling project debris, etc., and then collected in a timely manner by a refuse hauler. Compliance staff are regularly coming across flexible dumpsters that have been curbside for months at a time, often overflowing with materials and picked over, only to be filled with more debris. If not picked up in late fall, they then freeze to the ground over the winter and can't be picked up until the Spring. Addressing flexible dumpsters as a public nuisance in city code allows the City to issue environmental health violation notices to correct these situations in a timely manner and maintain the high property standards residents have come to expect.

Additionally, with the exception of a few instances, yard parking is not allowed in the City. Compliance staff are finding an unusually high number of properties that have vehicles parked in the yard, and not on a legal surface as required by code. In addition to illegal yard parking, staff are also finding the number of vehicles parked on properties is routinely exceeding the limit of 4 per property. Staff are not suggesting to amend the number of cars allowed on a property, rather just amending Section 925 to include yard parking and the number of vehicles over four as nuisance conduct with a repeatable nuisance fine as a penalty, with the intent of reducing the number of

complaints and public safety service calls to an address, correcting these violations in a more timely manner.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

A positive impact for the proposed ordinance amendment is that it may help limit environmental health concerns regarding extended use of flexible dumpsters. Separately, multi-generational homes may be disproportionately affected by the proposed amendment regarding vehicle parking surfaces and maximums, which could be an unintended consequence. Since education on all ordinances is the priority of compliance officers, residents will have ample opportunity to correct the violation before the repeat nuisance fee would be imposed, helping to mitigate any unintended consequences.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Section 925 of the Richfield City Code addresses public nuisances affecting health, peace and safety, and morals and decency. Section 1305 relates to Traffic, Motor Vehicles and Other Vehicles. Commercial use of dumpsters is referenced in the Zoning Code and permits for dumpsters to be located on a street are currently issued through Public Works.

D. CRITICAL TIMING ISSUES:

There are no critical timing issues.

E. FINANCIAL IMPACT:

There is no financial impact

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the proposed 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 on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Repeatable nuisance	Cover Memo
<input type="checkbox"/>	Flexible dumpsters	Cover Memo

BILL NO. _____

AN ORDINANCE AMENDING SUBSECTION 925.13 OF THE RICHFIELD CODE OF ORDINANCES TO ADD THAT A VIOLATION OF SECTION 1305.27 subd. 5 & 6 (PARKING AND TRAFFIC RULES) IS NUISANCE CONDUCT SUBJECT TO A REPEAT NUISANCE FEE

THE CITY OF RICHFIELD DOES ORDAIN:

Sec. 1. Subsection 925.13, subd. 3 of the Richfield City Code is amended to add a new clause (t) as follows:

Subd. 3. Definition of nuisance conduct:

. . .

(3) Any activity, conduct, or condition in violation of Sections 511.21, 601, 905, 921, 930, 1305.27 subd. 5 & 6, 1320, or 1325 of the City Code; (Amended, Bill No. 2022-1)

Sec. 2. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Adopted by the City Council of the City of Richfield on this ____ day of _____ 2024.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

BILL NO. _____

AN ORDINANCE AMENDING SUBSECTION 925.01 OF THE RICHFIELD CODE OF ORDINANCES AMENDING THE PUBLIC NUISANCE CODE TO ADD A PROVISION RELATING TO FLEXIBLE DUMPSTERS

THE CITY OF RICHFIELD DOES ORDAIN:

Sec. 1. Subsection 925.01, subd. 4 of the Richfield City Code is amended to add a new clause (t) as follows:

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

. . .

(t) Flexible dumpsters, no larger than 5 cubic yards, used for temporary storage of items including but not limited to construction debris, household debris and junk, wood furniture, etc. placed within 15 feet of: a water or fire hydrant, a right-of-way, or a roadway surface of any street. Flexible dumpsters shall not remain on a property for more than 14 days from the date placed at the property and shall be collected by a waste hauler or otherwise removed within one week after the container is at capacity. All materials shall be completely and securely placed within the flexible dumpster.

Sec. 2. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Adopted by the City Council of the City of Richfield on this ____ day of _____ 2024.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 21
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

John Evans, Executive Analyst
Karl Huemiller, Recreation Services Director
2/7/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

None
Katie Rodriguez, City Manager
2/7/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the acceptance of a quote from Northland Recreation in the amount of \$100,000 for the replacement of play equipment at Fairwood Park and the authorization of the Recreation Services Director to proceed with the project.

EXECUTIVE SUMMARY:

On December 13, a request for proposal was released to solicit proposals for the replacement of the outdated play equipment at Fairwood Park (6700 Logan Avenue). The project is part of the approved 2023 Capital Improvement Budget and allocates \$100,000 for park.

An open house was conducted and surveys were collected to solicit input from residents living near the park to determine their preferred features, color schemes, themes, and play activities for Fairwood. These preferences informed many of the specifications within the request for proposal. The deadline for play equipment vendors to submit their proposals was Friday, January 5. Three proposals were received: Midwest Playscapes, Northland Recreation, and Webber Recreation.

On Thursday, January 25, the three proposals were reviewed and scored by three members of the Community Services Commission and four staff members. The scoring was based on the criteria outlined in the RFP, including neighborhood preferences for play features and factors like inclusiveness, safety, appeal to all ages, and overall design.

The highest-scoring proposal was from Northland Recreation. Their proposal meets all bonding and insurance requirements and they are a trusted vendor/installer with whom the City has worked in the past.

The play equipment will be installed in the same container as the existing equipment, located at the north end of Fairwood Park. Work will be completed by June 1, 2024.

This request for proposal and award of contract follows a previous RFP that was issued for the same project in 2023 and a different vendor was chosen. That proposal did not include a project element required by the revised RFP, so the quote and all three proposals were rejected by the City Council on November 14 for the purpose of reissuing the RFP in December.

RECOMMENDED ACTION:

By Motion: Accept the quote from Northland Recreation in the amount of \$100,000 for the replacement of play equipment at Fairwood Park and authorize the Recreation Services Director to proceed with the project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The City of Richfield Capital Improvement Plan includes replacement of the play equipment that is oldest or most in need of replacement each year, taking into consideration any updates in safety, design, and play experiences since the existing equipment was installed. The life span of play equipment is typically about 25 years.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Impact:

Playground equipment is an amenity that is free to use at anytime during park hours, making play lots among our most-used and widely-accessible recreation amenities. All proposals are graded on accessibility and ADA standards.

People:

The Recreation Services Department has an ongoing commitment to provide programs and facilities that are accessible and inviting to all people, regardless of ethnicity, gender identification, or economic status. The play equipment lots are available to, and regularly used by, all members of our community.

Consequences:

The Recreation Services Department has been proactive about creating a welcoming environment for all people and we have seen diverse participation. Staff realizes that these facilities are made possible by all of Richfield residents and strives to take steps to make sure that our participants reflect that diversity and individuality.

Strategic Outcome Considerations: The acceptance of the quotes for the replacement of play equipment at Fairwood Park will ensure "*city infrastructure supports service needs*" into the future.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

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

Municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described above, and in state statutes section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

D. CRITICAL TIMING ISSUES:

Removal of the old equipment and installation of the new equipment will take place in Spring of 2024.

E. FINANCIAL IMPACT:

Funding for the new play equipment is included in the approved 2023 Capital Improvement Budget in the amount of \$100,000.

The proposed project budget includes all of the following:

- Removal of old equipment.
- Installation of new play equipment, wood carpet, and wear pads.
- Excavation & grading within the container (existing container border can be used).
- Installation of drain tile, initial grading, backfill, sod & seed.
- Export of unwanted fill.

F. LEGAL CONSIDERATION:

There are no additional legal considerations for this item.

ALTERNATIVE RECOMMENDATION(S):

Reject the quote, which would delay the replacement of the play equipment. Direct the Community Services Commission to approve a new RFP and consider new proposals for a future season.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Fairwood RFP	Backup Material
<input type="checkbox"/>	Northland Recreation Quote	Contract/Agreement

REQUEST FOR PROPOSAL
DESIGN, SUPPLY & INSTALLATION OF
PLAYGROUND EQUIPMENT AT FAIRWOOD PARK

RFP Release: Wednesday, December 13, 2023

Deadline for Submittal: Friday, January 5, 10:00 am

DATE OF ALL WORK FOR FAIRWOOD PARK MUST BE BETWEEN *January 1, 2024, AND JUNE 1, 2024.*

I. GENERAL GUIDELINES

A. Requests For Proposals

The City of Richfield is seeking proposals from interested and qualified companies for the design, supply and installation of playground equipment at Fairwood Park (6700 Logan Avenue), Richfield, MN 55423. Upon receipt of the proposals, the City intends to make a contract by direct negotiation.

B. Owner and Submission Information

Interested companies should submit **FOUR COPIES** of their proposals to:

RICHFIELD RECREATION

7000 NICOLLET AVE

RICHFIELD, MN 55423

RE: FAIRWOOD PARK EQUIPMENT PROPOSAL

Proposals should include all the items set forth in Section II below. Any questions regarding this Request for Proposals should be directed to Interim Recreation Services Director Karl Huemiller at 612-861-9387 or khuemiller@richfieldmn.gov

All proposals should be submitted to the Richfield Community Center at the above address by **10:00 a.m. on Friday, January 5, 2023.**

II. PROJECT DESCRIPTION AND SCOPE

A. General Project Scope

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

B. Budget

Design, supply and installation of new play equipment, concrete border with compacted base aggregate, wood fiber, fabric, drain tile (in container and to storm sewer), sand base, excavation & grading, finish sod, export unwanted sand & fill, freight, delivery, and applicable sales tax shall not exceed the budget of \$100,000.

C. Design and Cost Proposals

The Proposer shall provide a play equipment design suitable for the existing play container. If Proposer deems modifications are necessary to the proposed container, these modifications should be clearly indicated on proposer's plans and the cost of these modifications must be within the total project budget.

Resilient surface shall be wood fiber to conform to all CPSC and ASTM guidelines. The City will dispose of excess concrete, sand, or woodchips.

Equipment must meet the following guidelines:

1. Proposer must visit the site and take measurements of existing container to ensure CPSC distance

guidelines;

2. Conform to all CPSC and ASTM guidelines for the equipment itself;
3. Conform to all proposed ADA requirements and IPEMA Certified.
4. Support posts must be powder-coated aluminum or steel, no metal slide surfaces or enclosed tunnels will be accepted, plastic components must be graffiti-resistant and have UV protection, other component features will be judged based on the design submitted;
5. Design for should include the following items and must include features for all play ages (2-12) in a single structure:

PARK DESIGNS TO INCLUDE:

- **Color Scheme: Natural (green and brown)**
 - **Rubber transfer surfacing and ramps for full access to play features**
 - **Spiral slides**
 - **Wobbly and balance bridges**
 - **Rock climbing experience**
 - **Musical/sound panels and features**
 - **Deck roofs**
 - **Swings with wear pads, including an inclusive (ADA) swing with rubber surface leading to it and a variety of other swings (tire, multi-person, standard)**
 - **2-3 benches in the container**
 - **Spinners (multi-person seated and single)**
 - **Spring riders (animal theme)**
 - **Do not include roller slides or any enclosed slides/tubes**
6. The shape and size of the existing areas will dictate the usability of some components. Visit each site and take your own measurements.
 7. The vendor is responsible for the receipt of delivery of the equipment including with unloading and storage until installation. Storage on-site is permissible.
 8. The successful Proposer must provide a performance bond and payment bond in an amount equal to the full amount of the contract.
 9. Each proposal submitted should reflect, by line item, the cost for the design, purchase and installation of play equipment components, including all applicable sales taxes, freight, and other costs associated with each piece of equipment. Costs should be broken down into logical categories to aid the City in evaluation and include:
 - All soft costs; including design, overhead, insurance, as well as all applicable sales taxes.
 - All hard costs; including all work and materials related to the installation of play equipment, drain tile, concrete curb and resilient surfacing. Please itemize installation costs.

Each Proposer must submit the following with bid:

- Written assurance that the safety surfacing and play area components meet all applicable U.S. Consumer Product Safety Commission Guidelines, ASTM standards, proposed ADA requirements, IPEMA Certification and other applicable state and federal requirements will be required from each Proposer prior to contract initiation.
- Plan layout of design and catalogue(s) with proposed equipment and safety surfacing identified for review by staff.
- Current warranty, insurance, and product specification information on all products and materials included in your proposal.
- Written estimate of delivery and installation time frame.
- Link to videos that show kids playing on components the vendor would like to highlight.

A. Site Review

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

B. References

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

C. Specifications

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

III. EVALUATION AND SELECTION

A. Design Considerations

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

B. Evaluation Criteria

The City reserves the discretion to negotiate and enter into any contract deemed to be in the City's best interest. Factors that may be important to the City include:

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

C. Contract and Insurance Requirements

The selected vendor will be required to enter into a contract with the City, provide the City with a performance bond and payment bond in an amount equal to the full amount of the contract to assure the timely performance and payment for the work proposed, and assure their availability to have the Project begin and be completed in the given date parameter: perform work between January 1, 2024, and June 1, 2024. The City will not be responsible to store or secure play equipment materials prior to and including installation. Minnesota Statute 471.425 requires that each contract between the government entity and a prime contractor to require the prime contractor to pay subcontractors within 10 days of receipt of payment from the government entity.

Insurance requirements include:

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

2. Commercial/Comprehensive General Liability Insurance: The Contractor shall take out and maintain during the life of this contract Public Liability Insurance, Property Damage Liability, and Personal Injury

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

- General Aggregate \$1.5 million
- Product-Completed Operations Aggregate \$500,000
- Personal and Advertising Injury \$1.5 million
- Per Occurrence (Bodily Injury & Property Damage) \$1.5 million

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

4. Automobile Insurance: The Contractor shall take out and maintain during the life of the contract Automobile Insurance with a company that is lawfully authorized to do business in the State of Minnesota. The recommended minimum limits of insurance are \$1,500,000 combined single limit (B1 & PD).

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

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

D. Reservations and Other Considerations.

1. The City of Richfield reserves the right to reject any or all proposals. Any proposals exceeding the maximum funding or footprint on the site will be excluded. Proposal amounts must be effective for 45 days after the above deadline.
2. The City reserves the discretion to negotiate and accept any proposal based upon its determination of the City's best interest.
3. The City will not be responsible for any costs incurred by those submitting or preparing proposals. At the request of the Proposer, proposals will be returned after the selection process has been completed and a vendor selected.
4. The City reserves the right to revise the scope of the project based on budget limitations and other relevant considerations.
5. Each Proposer must meet the City of Richfield contract requirements. The City reserves the right to reject proposals that do not meet contract requirements. ###



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

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

Bill To: City of Richfield
7000 Nicollet Ave S
Richfield, MN 55423

Project Name & Location:

Fairwood Park
6700 Logan Ave S
Richfield, MN 55423

Ship To Address:

Same

Contact Name: Karl Heumiller
Email: kheumiller@richfieldmn.gov
Contact Phone: 612-861-9387

Quote Date:1/3/24
Valid For:60 days

Part Number	Description	Qty	Unit Price	Total
1	Little Tikes Custom 5-12 year old Kid Builder Playstructure and Maxplay 4 Unit Swing			\$35,445.80
1	Little Tikes Custom 2 – 5 year old PlayBuilder and Lady Bug Spring Rider			\$17,568.12
2	Premier Polysteel 6' Benches w/back, direct bury			\$1,098.00
180 cy	Woodfiber Resilient Surfacing and 7 Rubber Swing and slide mats.			\$13,750.00
1	Removal of old playstructure and pea rock.			\$11,304.57
1	Installation of new play equipment.			\$21,931.51

Totals:

Notes

Equipment List: \$ 53,013.92
Products by Other: \$ 14,848.00
Installation: \$ 32,138.08
Estimated Sales Tax*: Exempt
Freight: Included
Grand Total: \$ 100,000.00

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

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

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:

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

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

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

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

COMMENTS:

This playground contains 96.69% recycled content

This playground qualifies for 2 LEED point(s)

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

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

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

Submitted By

Printed Name and Title

Date

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

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

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

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

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

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

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

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

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

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

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

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



Fairwood Park

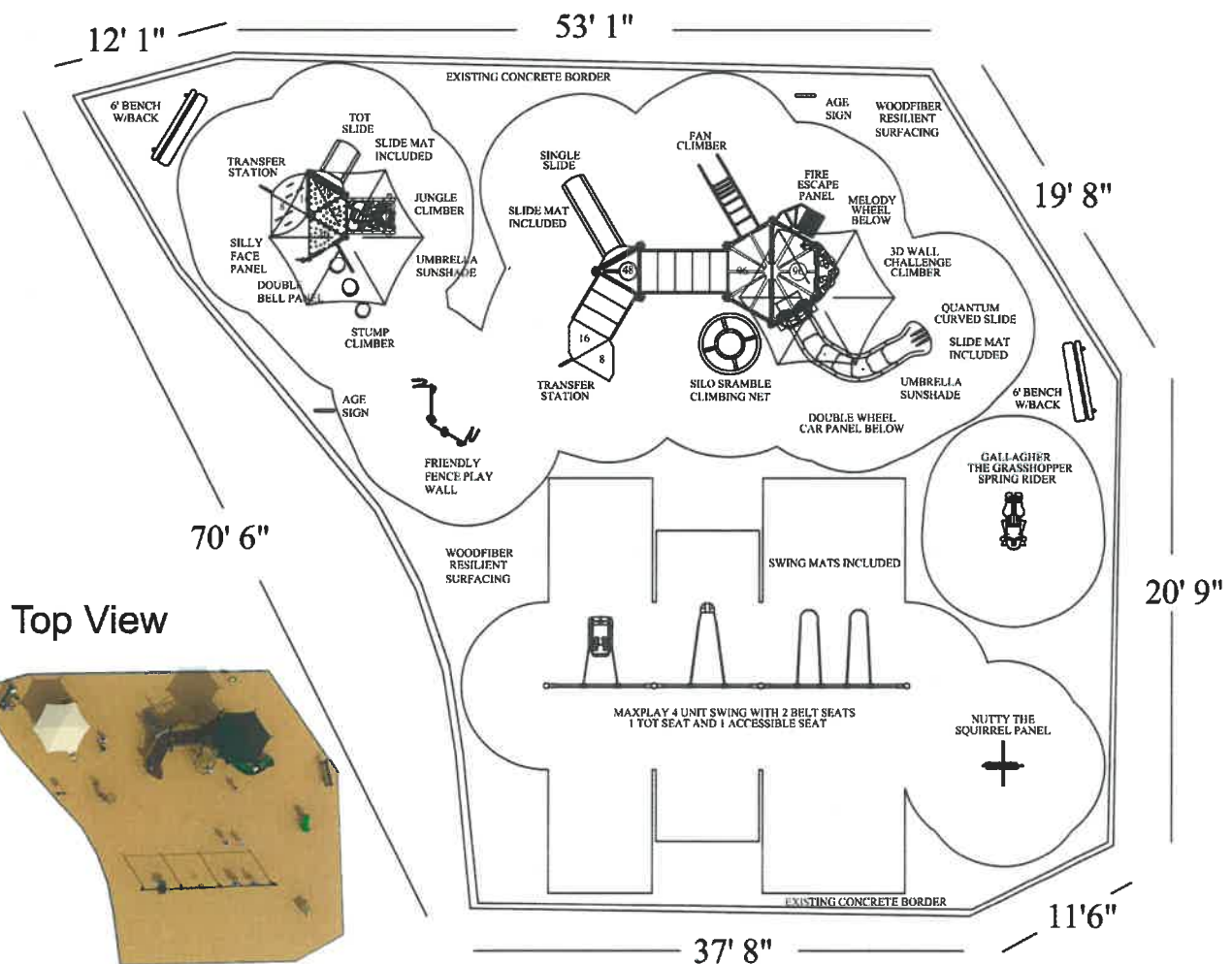
Richfield
Aurora Hills Development





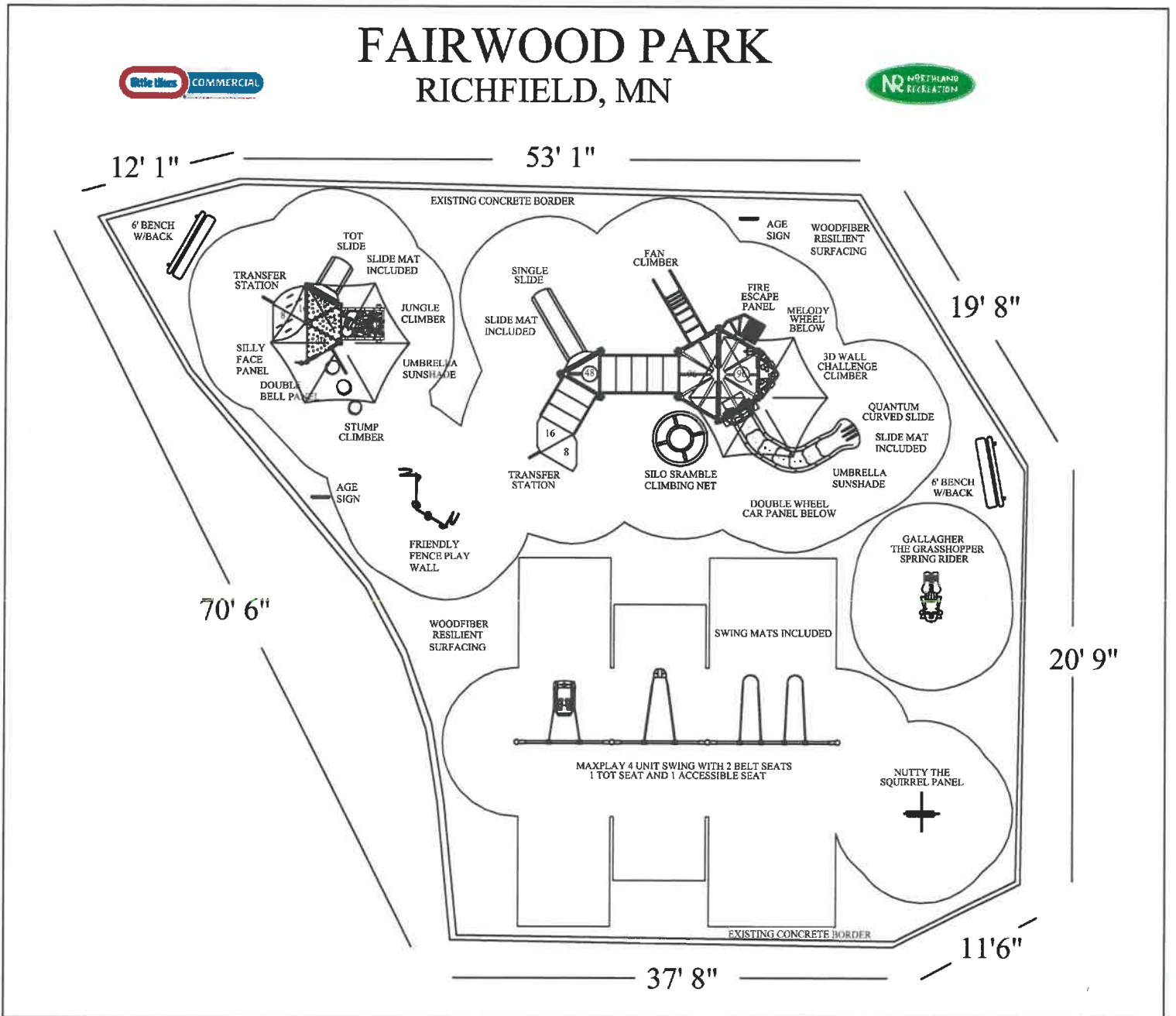
FAIRWOOD PARK

RICHFIELD, MN



FAIRWOOD PARK

RICHFIELD, MN





STAFF REPORT NO. 22
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Dustin Leslie, City Clerk

Katie Rodriguez, City Manager
2/7/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution appointing election judges and establishing an absentee ballot board for the Presidential Nomination Primary Election of March 5, 2024.

EXECUTIVE SUMMARY:

The Presidential Nomination Primary Election is being held on Tuesday, March 5, 2024. The city solicited judges who worked previous elections for the city and had 110 judges confirm that they were available. Per statute, City Council must appoint election judges prior to the election.

An absentee ballot board must also be established per Minnesota Statutes, Section 203B.121. The absentee ballot board, which includes Hennepin County Election Staff, will examine all received absentee ballot envelopes and accept or reject absentee ballots.

The resolution also authorizes the Richfield City Clerk to make any substitutions or additions of election judges as necessary for the secure and orderly voting environment for the March 5, 2024 election.

RECOMMENDED ACTION:

By motion: Adopt a resolution appointing election judges and establishing an absentee ballot board for the Presidential Nomination Primary taking place on March 5, 2024.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Minnesota Statute 204B.21 Subd. 2 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality and that the appointments be made before the election the judges will serve.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

This is standard city business.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

The City Council is required by State Statute to make election judge appointments prior to the election. The proposed resolution contains names of those qualified individuals who have indicated a willingness and ability to serve as an election judge for the Presidential Nomination Primary Election.

D. CRITICAL TIMING ISSUES:

E. FINANCIAL IMPACT:

F. **LEGAL CONSIDERATION:**

The City Council must appoint election judges to serve at these elections to comply with Minnesota Statute 204B.21, Subd. 2.

ALTERNATIVE RECOMMENDATION(S):

The City Council may choose to appoint other individuals as election judges who are not named in the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Election Judge Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRESIDENTIAL
NOMINATION PRIMARY ELECTION BEING HELD ON MARCH 5, 2024**

WHEREAS, Minnesota Election Law 204B.21 requires that persons serving as election judges be appointed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, that the individuals named on Exhibit A, and on file in the office of the City Clerk be appointed as the City of Richfield Election Judges for the March 5, 2024 Presidential Nomination Primary election; and

BE IT FURTHER RESOLVED, the Richfield City Council also establishes an Absentee Ballot Board as authorized under Minn. Stat. 203B.121 and authorize the City Clerk to oversee the appointment and procedural processes of the Absentee Ballot Board; and

BE IT FURTHER RESOLVED that the Richfield City Clerk is authorized to make any substitutions or additions as deemed necessary.

Passed and adopted by the City Council of the City of Richfield, Minnesota this 13th day of February, 2024.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

Exhibit A

Presidential Nomination Primary Election Judges

Joyce Anderson
John Ashmead
Barbara Bauer
Valerie Belton
Rosemary Bernau
Rosalie Bjorkman
Suzi Blumberg
Mary Boespflug
Linda Boyd
Daniel Bredemus
Meredith Bruzek
Richard Burgos
Christie Burke
Hazel Burnside
Willis Cahill
Rebecca Case
Sally Cassellius
Carrie Chillman
Mary Clark
Margaret Cole
Gretchen Crow
Scott Dahlquist
Peder DeFor
Blue Delli quanti
Katrina DeVore
Cynthia Dubansky
Joanne Ehren Dahlquist
Mary Elliott
Taryn Ellis
Debbie Eng
Carolyn Engeldinger
Brie Ericksson
Larry Ernster
Mary Jo Fadell
Derek Field
Megan Forsmark
Angela Foss
Nicole Franklin
Beverly Fritz
Dean Gade
Arend Geurink
Allison Glass
Judith Goebel
Jade Goswami
Jane Greene
Rebecca Guarino

Roger Guarino
Mary Hayden
Ruth Hiland
Dean Hoffman
Thomas Jensen
Sita Johnson
Amanda Kaiser
Janet Karnick
Dawn Keaveny
Carol Kellett
Claire Killian
Barbara Knoll
Katie Lankton
Helen Lapakko
Joan Lash
Emily Lodermeier
Natalie Madgy
Ruth Matson
Nicole Mattson
Adam Maurer
Andy May
Adri Melander
Robert Mulcahy
Sarah Musgrave
Sumner Musolf
Carol Nelson
Barbara Orzechowski
Frank Pafko
Nathan Palmer
Linda Petersen
Wayne Peterson
Heather Polivka
Holly Rhodes
Jeffrey Rundgren
Robert Sakkinen
Vicki Saueressig
Michael Sawyer
Maureen Scaglia
Lynn Schoonmaker
Margaret Schow
Anne Schuette
Bonnie Scurry
Michael Smith
Ellen Stavreffe
Brett Stursa
Elaine Swanson

John Swanson
Roger Swanson
Kristin Swenson
Cheryl Thiele
Mark Tilc
Hayley Tompkins
Mary Jo Tuttle
John Twisk
Cynthia Wade Forsgren
Sandra Walstrom
Lois Webb-Bradford
Mark Wegener
Bob Wells
Karin Wolverton
Charles Wright
Amy Yescavage
Michael Zazzera



STAFF REPORT NO. 23
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
 Jay Henthorne, Director of Public Safety/Chief of Police
 1/11/2024

OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
 1/17/2024

ITEM FOR COUNCIL CONSIDERATION:

Violation hearing and consider 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.

EXECUTIVE SUMMARY:

Alcohol compliance checks were conducted by Richfield Public Safety staff on November 21, 2023. Compliance checks are done to determine the availability of alcohol to people under 21 and meet State Statutes. There are currently 32 establishments in Richfield that hold licenses to sell alcohol. Compliance checks were attempted at all but four establishments which were closed at the time the checks were conducted.

Two of the 28 establishments checked sold alcohol to an underage person. The action being taken today is for civil enforcement and penalties against these establishments.

Both establishments have failed two or more alcohol compliance checks in the past.

Resolution No. 9511 states if a second offense occurs outside of one (1) year of a the first offense, it will be considered a first offense. The following establishment previously failed on November 9, 2021, making this a first offense.

- Lyndale Smokehouse LLC d/b/a Lyndale Smokehouse at 7745 Lyndale Avenue South

Resolution No. 9511 states if the second offense occurs within one (1) year of the first offense, it will be considered a second offense. The following establishment previously failed on December 17, 2022, making this a second offense.

- Los Sanchez Taqueria II, LLC d/b/a Los Sanchez Taqueria located at 2 West 66th Street

Establishments will be given an opportunity to admit they made an unlawful sale to an underage person and agree to the penalties imposed by the City Council, or deny the allegations and request a contested case hearing.

The City Council will adopt a resolution imposing the penalties for establishments that admit to the violation. If the allegation is denied and a contested case hearing is requested, the City Council will refer the matter to an

independent hearing examiner. Establishments will be notified of the hearing date and given the opportunity to present evidence and rebut the City's evidence at the hearing.

For a first time offense, Public Safety recommends the City Council follow the guidelines set forth in Resolution No. 9511.

- Suspend their license to sell alcohol for five (5) days.
- Pay a \$1,000 civil fine.
- Meet with the Director of Public Safety to present a written action plan to ensure future compliance.
- Require a manager attend an alcohol compliance training and awareness presentation with costs paid by the establishment. The training must be conducted by a private firm and approved by Public Safety.

For a second time offense, Public Safety recommends the City Council follow the guidelines set forth in Resolution No. 9511.

- Suspend their license to sell alcohol for seven (7) days.
- Pay a \$1,750 civil fine.
- Meet with the Director of Public Safety to present a written action plan to ensure future compliance.
- Require a manager attend an alcohol compliance training and awareness presentation with costs paid by the establishment. The training must be conducted by a private firm and approved by Public Safety.

RECOMMENDED ACTION:

By motion: Approve the attached resolutions regarding civil enforcement for establishments that failed alcohol compliance checks by selling alcohol to an underage person.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Alcohol compliance checks started in 1999 to determine the availability of alcohol to underage people and meet State Statute. Civil penalties imposed for failing alcohol compliance checks are an incentive for establishments to provide ongoing employee training.

On November 21, 2023, Richfield Public Safety conducted alcohol compliance checks at 28 establishments in Richfield that sell alcohol and were assisted by two people, both 18 years of age. The establishments that sold alcohol to underage youth are:

- Lyndale Smokehouse LLC, d/b/a Lyndale Smokehouse
- Los Sanchez Taqueria II, LLC d/b/a Los Sanchez Taqueria

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Alcohol compliance checks are routine city business.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

It is a violation of Minnesota State Statute to sell alcohol to a person under the age of 21.

Resolution No. 9511 specifies certain improper conduct of alcohol license holders and delineates the progressive discipline that can be expected when violations occur, such as the sale of alcohol to an underage person.

D. CRITICAL TIMING ISSUES:

Fine and suspension requirements must be met by March 13, 2024.

E. FINANCIAL IMPACT:

The fine being recommended at this time is intended to recover 100% of the costs for conducting the compliance checks and to impose a financial penalty.

F. LEGAL CONSIDERATION:

The employee of each establishment that sold alcohol to a person under the age of 21 has been charged with

Gross Misdemeanor Furnishing per state statute.

ALTERNATIVE RECOMMENDATION(S):

The Council may consider taking more or less severe action against the establishments that sold alcohol to an underage person; however, that would deviate from the guidelines set for progressive discipline in Resolution No. 9511.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives from each establishment will be present. They have been notified in writing of this requirement.

ATTACHMENTS:

Description	Type
▣ Resolution	Cover Memo

RESOLUTION NO.

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

WHEREAS, Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse (“Licensee”) holds On-Sale Intoxicating and Sunday Sales Liquor Licenses from the City of Richfield; and

WHEREAS, on November 21, 2023, the City of Richfield Public Safety Department conducted a compliance check of the Licensee’s establishment and during the compliance check, an employee of the Licensee, sold alcohol to an underage person; and

WHEREAS, this is their first alcohol compliance check failure; and

WHEREAS, the Licensee appeared before the Richfield City Council on February 13, 2024, and admitted the violation and stipulated to the penalty imposed by this resolution.

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

1. The Licensee’s On-Sale Intoxicating and Sunday Sales Liquor licenses are hereby suspended for a period of five (5) consecutive days, commencing on a date to be determined by the Public Safety Director, but to take place within 30 days after their Council appearance.
2. A civil penalty of \$1,000 is hereby imposed. On or before March 13, 2024, the Licensee shall deliver a check or money order payable to the City of Richfield in the amount of \$1,000.
3. Meet with the Director of Public Safety by March 13, 2024, to present a written action plan to ensure future compliance.
4. A manager must attend alcohol compliance and sales awareness training conducted by a private firm, approved by Public Safety, with all costs paid by the establishment.

Passed by the City Council of the City of Richfield this 13th day of February 2024.

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Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO.

RESOLUTION SUSPENDING THE LIQUOR LICENSE FOR LOS SANCHEZ TAQUERIA II, LLC d/b/a LOS SANCHEZ TAQUERIA, 2 WEST 66TH STREET AND IMPOSING A CIVIL PENALTY FOR SECOND TIME ALCOHOL COMPLIANCE FAILURE

WHEREAS, Los Sanchez Taqueria II, LLC d/b/a Los Sanchez Taqueria (“Licensee”) holds On-Sale Intoxicating and Sunday Sales Liquor Licenses from the City of Richfield; and

WHEREAS, on November 21, 2023, the City of Richfield Public Safety Department conducted a compliance check of the Licensee’s establishment and during the compliance check, an employee of the Licensee, sold alcohol to an underage person; and

WHEREAS, this is their second alcohol compliance check failure; and

WHEREAS, the Licensee appeared before the Richfield City Council on February 13, 2024, and admitted the violation and stipulated to the penalty imposed by this resolution.

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

1. The Licensee’s On-Sale Intoxicating and Sunday Sales Liquor licenses are hereby suspended for a period of seven (7) consecutive days, commencing on a date to be determined by the Public Safety Director, but to take place within 30 days after their Council appearance.
2. A civil penalty of \$1,750 is hereby imposed. On or before March 13, 2024, the Licensee shall deliver a check or money order payable to the City of Richfield in the amount of \$1,750.
3. Meet with the Director of Public Safety by March 13, 2024, to present a written action plan to ensure future compliance.
4. A manager must attend alcohol compliance and sales awareness training conducted by a private firm, approved by Public Safety, with all costs paid by the establishment.

Passed by the City Council of the City of Richfield this 13th day of February 2024.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 24
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Kelly Wynn, Administrative Assistant
 Melissa Poehlman, Community Development Director
 1/12/2024

OTHER DEPARTMENT REVIEW:
 CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
 1/17/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider City Council's approval of the Mayor's appointment of a Housing and Redevelopment Authority Commissioner.

EXECUTIVE SUMMARY:

On December 13, 2011, the City Council established by resolution that the public's interest is best served by having a composition of two appointed Council Members and three Mayor-appointed citizens who serve on the Housing and Redevelopment Authority (HRA). The appointed commissioners also serve on the Economic Development Authority (EDA).

On January 4, 2024, three members of the HRA and EDA interviewed four residents that applied for the seat. After interviews, the members discussed their opinions and provided a name for recommendation.

Gordon Hanson is seeking re-appointment to the HRA and EDA as a Mayor-appointed citizen. In order to correct the staggering of terms, Commissioner Hanson's previous appointment was for only two years; he has served since March 2022. His re-appointment would be for the standard five-year term.

RECOMMENDED ACTION:

By motion: Approve the Mayor's appointment of Gordon Hanson as a Housing and Redevelopment Authority Commissioner for a five-year term expiring February 28, 2029.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

City Council Resolution No. 10586 was approved December 13, 2011, regarding appointments to the Housing and Redevelopment Authority board of commissioners; establishing composition of the board and term limits on non-elected members.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

C. POLICIES (resolutions, ordinances, regulations, statutes, etc):

Under State law, the Mayor appoints HRA Commissioners, subject to approval of the City Council.

D. CRITICAL TIMING ISSUES:

To ensure adequate representation at future meetings, the City Council should appoint HRA Commissioners as soon as possible.

E. FINANCIAL IMPACT:

These appointments are no additional cost to the City.

F. LEGAL CONSIDERATION:

Pursuant to Minnesota State Statutes (469.003, subd. 6), "commissioners shall be appointed by the mayor, with the approval of the governing body."

ALTERNATIVE RECOMMENDATION(S):

The Council may decide not to approve the Mayor's appointment or defer the appointment to a future City Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None



STAFF REPORT NO. 25
CITY COUNCIL MEETING
2/13/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Chris Swanson, Management Analyst

Mary Tietjen, City Attorney
Katie Rodriguez, City Manager
2/7/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the Charter Commission's recommendations for amendments to the current City Charter by ordinance and publish a notice of a public hearing on the proposed City Charter amendments.

EXECUTIVE SUMMARY:

It's considered best practices to periodically review the Charter to ensure the document is still relevant and functional. Beginning in 2022, the Richfield Charter Commission ("the Commission") began a review of the current Charter. Staff worked with the Commission to identify areas where the Charter could be updated to bring in line with state statute and best practices. There were also several small general grammar and spelling changes that staff updated during this process.

The Commission has identified and recommends amendments to the current Charter. These amendments simplify and clarify language in the Charter; clarify the Council's and Mayor's authority in times of emergency; add consistency with state law; expand the Council's authority to approve public purpose expenditures; and update the document to reflect current community conditions. The City Attorney drafted the proposed amendments consistent with the Commission direction and feedback. The recommended amendments are included in the attached documents.

After many meetings over the course of many months, the Charter Commission formally acted on December 5, 2023, to recommend the Amendments for adoption by the City Council. The Charter Commission and staff is asking the Richfield City Council to accept a letter which transmits the proposed amendments to the Richfield City Charter to the Richfield City Council. The proposed amendments are being forwarded for consideration for adoption by ordinance pursuant to Minnesota Statutes, Section 410.12, subdivision 7.

Within one month of the Charter Commission transmitting their recommendation for proposed amendments to the Richfield City Charter, the City must publish notice of a public hearing on the proposal. The Council must hold the public hearing on the proposed charter amendments at least two weeks but not more than one month after the notice is published. Finally, within one month of that public hearing, the Council must vote on the proposed ordinance. For the amendments to be accepted the changes must be approved by unanimous support of all members.

RECOMMENDED ACTION:

By Motion:

- 1. Accept the letter from Charter Commission transmitting the recommendations for proposed amendments to the Richfield City Charter; and**

2. Adopt the Resolution authorizing notice of a public hearing including a summary of the proposed city charter amendments.”

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Richfield is a home rule charter city. The Richfield City Charter was adopted November 3, 1964.

There have been several amendments to the Charter since its adoption, the most recent occurred in 2013.

The Charter commission began the review of the City Charter March 1, 2022.

On August 10, 2022, the City Council and members of the Charter Commission held a joint work session to review proposed changes to the charter. The Commission held a special meeting in late 2022 to review the council comments and made changes that reflected the items discussed during the August 10th work session. The updated changes to the charter were sent to council for additional discussion in 2023.

At the January 10, 2023, work session, the City Council reviewed these updated amendments to the city charter. The council was supportive of most of the revised changes proposed by the Commission. The Commission met in early April of 2023 and adopted all changes discussed during the January 10 work session. Recognizing the detailed discussion around Section 2.06. - The Mayor, specifically, the mayor's emergency declaration and powers at the work session, the Charter Commission wanted more direction from council on this section.

At the September 26, 2023, work session, City Council discussed Section 2.06. - The Mayor. They specifically discussed the balance between the mayor's emergency declaration and powers and the need for accountability and reasonability to the community in times of emergency. Ultimately, the City Council was able to draft language which they felt addressed both issues. The draft language was sent back to the Charter Commission for a final review. At the Charter Commission's meeting on December 5, 2023, the Commission approved moving forward with a recommendation to the Council for consideration and adoption by ordinance of the proposed Charter amendments.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- The City Charter is a fundamental governing document of the city.
- State Statute establishes a process for amendments to city charters.

D. CRITICAL TIMING ISSUES:

There is explicit timing outlined in state statute for amending a City Charter by ordinance.

E. FINANCIAL IMPACT:

The ordinance method of adopting charter amendments is the only way to adopt a charter amendment without holding an election. Amending the charter by submitting the question to voters at an election is significantly more expensive than adoption by ordinance.

F. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
<div data-bbox="164 153 185 186">□</div> Public Hearing Notice for Amendments to the City Charter	Backup Material
<div data-bbox="164 197 185 231">□</div> Resolution authorizing public hearing summary of ordinance.	Resolution Letter
<div data-bbox="164 262 185 296">□</div> Letter Transmitting Recommended Charter Amendments-Vice-President Bornholdt(2-7-24)	Backup Material
<div data-bbox="164 327 185 361">□</div> City Charter Amendments (REDLINE 12-5-2023)	Ordinance

CITY OF RICHFIELD

Public Hearing Notice

REGARDING:

The Richfield Charter Commission has forwarded to the City Council proposed amendments to the Richfield City Charter for consideration and adoption by ordinance pursuant to Minnesota Statutes, section 410.12, subd. 7. The Council must hold a first and second reading of the ordinance and a public hearing before adopting the proposed Charter amendments. The first reading of the ordinance is set for February 28, 2024.

WHEN:

Second reading of ordinance and Public Hearing:
Tuesday, March 12th, 2024
7:00 p.m.

WHERE:

Richfield Municipal Center, City Council Chambers. 6700 Portland Avenue

SUMMARY OF PROPOSED CHARTER AMENDMENTS:

The proposed Charter amendments include various corrective changes, updates to reflect statutory changes, and other amendments, including but not limited to, that the charter is self-authenticating, clarifying the process to fill a vacancy on the council, addressing the role of the mayor and staff in an emergency, expanding notice to councilmembers for emergency meetings, clarifying a majority vote of a quorum is needed for motions and resolutions, adding a section regarding interim ordinances, adding a section on electronic signatures, revising franchise provisions, authorizing electronic signatures when allowed by law, and adding a section regarding authorized public expenditures.

A copy of the full set of amendments is available on the city's website (www.richfieldmn.gov) or can be obtained by contacting the City Clerk.

QUESTIONS:

For more information, please call the Executive Department at 612-861-9712.

HOW TO COMMENT:

Attend the hearing and you will be heard or submit written comments. If you are unable to comment during the Council meeting, please visit the City Council webpage at richfieldmn.gov/agenda for other ways to comment.

DUSTIN LESLIE
City Clerk

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.

Published: February ____, 2024

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING NOTICE OF A PUBLIC HEARING INCLUDING A SUMMARY OF THE PROPOSED CITY CHARTER AMENDMENTS

WHEREAS, the Richfield Charter Commission (“Commission”) and the Richfield City Council (“Council”) have been working cooperatively on a comprehensive review and update of the City Charter; and

WHEREAS, the Commission and Council have each held several meetings at which they reviewed and commented on proposed amendments to the City Charter; and

WHEREAS, at its meeting on December 5, 2023, the Commission approved moving forward with a recommendation to the Council for consideration and adoption by ordinance of the proposed Charter amendments; and

WHEREAS, the Council is authorized to amend the City Charter by ordinance upon recommendation of the Commission, but pursuant to Minnesota Statutes, section 410.12, subd. 7, must first publish notice and hold a public hearing as part of the usual two reading process for the adoption of ordinances; and

WHEREAS, Minnesota Statutes, section 410.12, subd. 7, also requires the public hearing notice to include the text of the proposed charter amendments and the Council wishes to authorize staff to publish a summary of the proposed amendments; and

WHEREAS, at its meeting on February 13, 2024, the Council received and accepted the Commission's recommendation to amend the Charter by ordinance.

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

1. The first reading of the ordinance adopting the proposed Charter amendments is set for February 28, 2024.
2. The second reading and public hearing related to the proposed Charter amendments is set for March 12, 2024.
3. City staff is authorized and directed to publish notice of a public hearing to be held on March 12, 2024, together with the second reading of the ordinance adopting the proposed City Charter amendments.
4. The Council hereby approves the attached public hearing notice including the summary of the proposed amendments and directs that the full set of amendments be posted on the City’s website and be available at the City Clerk’s office at the Richfield Municipal Center.

Adopted by the City Council for the City of Richfield on this 13th day of February 2024.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



RICHFIELD CHARTER COMMISSION

MAYOR

MARY SUPPLE

February 7, 2024

Mayor Mary Supple and Council Members

City of Richfield

6700 Portland Avenue

Richfield, MN 55423

CITY COUNCIL

SHARON CHRISTENSEN

SEAN HAYFORD OLEARY

SIMON TRAUTMANN

BEN WHALEN

Re: Richfield Charter Commission Recommendations

CITY MANAGER

KATIE RODRIGUEZ

Dear Mayor and Council Members:

The purpose of this letter is to transmit to the Richfield City Council proposed amendments to the Richfield City Charter. The enclosed proposed amendments (collectively, the "Amendments") are being forwarded for consideration for adoption by ordinance pursuant to Minnesota Statutes, Section 410.12, subdivision 7. After many meetings over the course of many months, the Charter Commission formally acted on December 5, 2023, to recommend the Amendments for adoption by the City Council.

The Charter Commission appreciates the City Council's willingness to work with the Charter Commission to engage in the comprehensive review and discussion that led to the enclosed Amendments. These Amendments will strengthen the City and help ensure the City Charter provisions are consistent with current laws and procedures.

This letter will serve as the Charter Commission's formal recommendation to the City Council to amend the City Charter by adoption of the enclosed ordinance.

Sincerely,

Reed Bornholdt

Charter Commission Vice-President

Enclosure

Appendix A
CITY CHARTER OF RICHFIELD

RICHFIELD CITY CHARTER

CHAPTER 1. NAMES, BOUNDARIES, POWERS AND GENERAL PROVISIONS

Section 1.01. Name and Boundaries.

The Village of Richfield, in the County of Hennepin, and State of Minnesota, ~~shall~~will, upon the taking effect of this Charter, continue to be a municipal corporation, under the name and style of the City of Richfield, with the same boundaries as now are or hereafter may be established.

Section 1.02. Powers of the City.

The City ~~shall~~will have all powers which it may now or hereafter be possible for a municipal corporation in this state to exercise in harmony with the constitutions of this state and of the United States. It is the intention of this Charter that every power which the people of the City might lawfully confer upon themselves, as a municipal corporation, by specific enumeration in this Charter ~~shall~~will be deemed to have been so conferred by the provisions of this section. This Charter ~~shall~~will be construed liberally in favor of the City, and the specific mention of particular powers in the Charter ~~shall~~ will not be construed as limiting in any way the generality of the power herein sought to be conferred.

Section 1.03. Charter a Public Act.

This Charter ~~shall~~will be a public act and need not be pleaded or proved in any case. ~~It shall take effect thirty (30) days from and after its adoption.~~ The charter, as published by the City, is self-authenticating and does not require the production of extrinsic evidence to prove its authenticity. The City will publish amendments to the charter as required by law and post the voters current version of the charter on the City's website.

CHAPTER 2. FORM OF GOVERNMENT

Section 2.01. Form of Government.

The form of government established by this Charter is the "Council-Manager Plan". The Council ~~shall~~will exercise the legislative power of the City and determines all matters of policy. The City Manager ~~shall~~will be the head of the administrative branch of the City government and ~~shall be~~ is responsible to the Council for the proper administration of all affairs relating to the

City.

Section 2.02. Boards and Commissions.

There ~~shall~~will be no separate administrative ~~board of health, library board, park board or any other administrative board or commission~~boards or commissions except for ~~the~~ existing Fire Civil Service ~~Commissions~~Commission and boards ~~and established~~ for the administration of a function jointly with another political subdivision. The Council ~~shall~~ itself ~~be and perform~~ performs the duties and ~~exercise~~exercises the powers of such boards and commissions. The Council may, however, establish boards or commissions to advise the Council with respect to any municipal function or activity, to investigate any subject of interest to the City, or to perform quasi-judicial functions.

Section 2.03. Elective Officers.

The Council is composed of a Mayor and four Council Members, all of whom must be registered voters. The offices of Mayor and at-large Council Member must be filled by election at at-large. The offices of the three ~~district~~ward Council Members must be elected from apportioned Council ~~districts~~wards in which they reside. The Mayor and the Council Members ~~shall~~ will each be elected to a four-year term with Mayor and the Council Member at-large in 1994 and each succeeding four years and the district Council Members elected in 1992 and each succeeding four years. The regular term of an office commences at the first regular or special council meeting in January next following the general election at which balloting for the full term of office occurs, and office holders must serve until their successors are elected and qualified. A candidate for the office of ~~district~~ward Council Member must reside while seeking election and while serving in office within the ~~district~~ward from which he or she is elected. Within two years after each United States Census the City Council ~~shall~~will by ordinance establish compact and contiguous ~~districts~~wards to be apportioned by population as nearly equal as practicable. The three ~~Districts shall~~wards will be Eastern, Central and Western Richfield with dividing lines generally north and south.

(Amended, Bill 1992-10; Bill No. 2003-20)

Section 2.04. Incompatible Offices.

No member of the Council ~~shall~~can be appointed City Manager, nor ~~shall~~can any member hold any paid municipal office ~~of or~~ employment ~~under~~with the City ~~and until~~. A member of the Council may not, for a period of one year after the expiration of the member's term as Mayor or Council Member, ~~no former member shall~~ be appointed to any paid ~~appointive~~ office or employment ~~under~~with the City ~~which were increased during the Council Member's term in office~~.

(Amended, Bill 1990-13)

Section 2.05. Vacancies.

Subdivision 1. Existence. A vacancy in the office of Council Member exists for the following reasons:

- (1) ~~A vacancy shall exist as of the date of~~ death or resignation of a Council Member.
- (2) ~~As soon as it is determined that a Council Member is ineligible because of any of the following reasons:~~
 - ~~(i)~~ the failure of any person elected to the Council to qualify on or before the date of the second regular meeting of the Council in the year following the year of election;
 - ~~(ii)~~ the Council Member ceasing to be a resident of the City;
 - ~~(iii)~~ 4 a ~~district~~ward Council Member ceasing to be a resident of the ~~district~~ward which the member represents;
 - ~~(iv)~~ 5 continuous absence of the Council Member from the City for more than 90 days;
 - ~~(v)~~ 6 conviction of a Council ~~member~~Member of a felony whether before or after qualification;
 - ~~(vi)~~ 7 any other reason specified by law ~~except those reasons specified in paragraph (1) of this subdivision;~~ or
 - ~~(vii)~~ 8 ~~by reason of the~~ failure of the Council Member, without good cause, to perform any of the duties of a Council Member for a period of 90 days.

Subd. 2. Declaration of Vacancy. When a vacancy occurs, the Council ~~shall~~must by resolution, at a regular or special Council meeting, declare athe vacancy ~~on the Council~~ to exist.

~~Subd. 2~~**Subd. 3.** Procedure Following Council Vacancy.

- (1) If 90 days or less remain in the Council Member's term after the vacancy, the person elected to that office for the term commencing on January 1 of the next year ~~shall~~must be appointed by the Council to fill the remaining portion of the unexpired term at the next regular Council meeting following the declaration of the results of the election with the City Clerk. The appointment ~~shall~~must be the first order of business of such meeting.
- (2) If less than ~~180~~365 days and more than 90 days remain in the Council Member's term of office after the vacancy, the Council ~~shall~~must appoint an eligible person to fill the vacancy for the unexpired term. If the Council fails to agree upon an appointee to fill the vacancy within 30 days after the vacancy, the Mayor ~~shall~~will appoint a person to fill the vacancy.

- (3) If ~~180~~365 days or more remain in the Council Member's term of office after the vacancy, the Council ~~shall~~ must call a special election to fill the vacancy for the balance of the Council member's term. The special election ~~shall~~ will be called at the same Council meeting at which the vacancy is declared to exist or at the next regular Council meeting following the death or resignation of a Council Member, as the case may be. The special election ~~shall~~ must be held ~~not less than 30 nor more than 60 days after the Council meeting at which the election is called~~ on the first date authorized by state law. The election to fill the unexpired term ~~shall~~ must be in accordance with the provisions of Section 4.03, except that there ~~shall~~ will be no primary election and the candidate receiving the highest number of votes ~~shall~~ will be elected to fill the unexpired term.

The term of the person so elected ~~shall~~ will start as soon as the declaration of the results has been filed with the City Clerk and the person has qualified for office.
(Amended, Bill No. 1992-10)

Section 2.06. The Mayor.

Subdivision 1. The Mayor ~~shall~~ will be the presiding officer of the Council, except that the Council ~~shall~~ must choose from its members a president pro ~~temp~~ tem who ~~shall~~ will hold office at the pleasure of the Council and ~~shall~~ will serve as ~~president~~ Mayor in the Mayor's absence and as Mayor in case of the Mayor's disability or absence from the City. The Mayor ~~shall~~ will have a vote as a member of the Council and ~~shall~~ will exercise all powers and perform all duties conferred and imposed upon the office by this Charter, the ordinances of the City, and the laws of the state. The Mayor ~~shall~~ will be recognized as the official head of the City for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for the purposes of martial law. The Mayor ~~shall~~ may study the operations of the City government and ~~shall~~ will report to the Council any neglect, dereliction of duty, or waste on the part of any officer or department of the City. In time of public danger or emergency the Mayor may as needed, ~~with the consent of the Council, take command of, direct the City Manager, and the designated Emergency Director the police, to to~~ maintain order and enforce the law and to respond to the emergency including, but not limited to, requesting assistance from federal, state, and local agencies as may be needed. If time and circumstances allow, in the Mayor's discretion, the Mayor will consult with the Council prior to conferring with City staff.

Subd. 2. Vacancy in Office of Mayor.

- (1) Existence, Declaration. A vacancy in the office of Mayor ~~shall~~ will be declared upon the same grounds and by the same procedure as provided in Section 2.05, ~~subdivision 1, paragraphs (1) and (2)~~ for Council Members.
- (2) Procedure Following Vacancy. Following a vacancy in the office of Mayor, the ~~president~~ Mayor pro tem ~~shall~~ must assume the duties of Mayor until a Mayor is elected. The ~~president~~ Mayor pro tem's duties ~~shall~~ will be in addition to that person's duties as Council Member. Such person ~~shall~~ will have only one vote with respect to all matters

which are voted upon by the Council. If less than ~~180~~365 days remain in the unexpired term of office following the vacancy in the office of Mayor, the ~~president~~Mayor pro tem will assume the duties of Mayor for the unexpired term. If ~~180~~365 days or more remain in the unexpired term following the vacancy in the office of Mayor, a special election ~~shall~~must be called at the regular Council meeting at which the declaration is made or at the next regular Council meeting following the death or resignation of the Mayor, as the case may be, and the election ~~shall~~will be held ~~not less than 30 nor more than 60 days after the meeting at which the election is called~~on the first date authorized by state law. The election to fill the unexpired term ~~shall~~will be in accordance with the provisions of Section 4.03, except that there ~~shall~~will be no primary election and the candidate receiving the highest number of votes ~~shall~~will be elected to fill the unexpired term. The term of the person so elected ~~shall~~will start as soon as the declaration of the results has been filed with the City Clerk and the person qualifies for office.

(Amended, Bill No. 1992-10)

Section 2.07. Salaries.

The Mayor and the members of the Council ~~shall~~will receive payment as set by ordinance. No change in salary ~~shall~~may take effect until after the next succeeding municipal election. The City Manager and all subordinate officers and employees of the City ~~shall~~will receive such salaries or wages as may be fixed by the Council.

(Amended, Bill 1982-19)

Section 2.08. Investigation of City Affairs.

The Council and the City Manager, or either of them, and any officer or officers formally authorized by them, or either of them, ~~shall~~will have power to make investigations into the City's affairs, to subpoena witnesses, administer oaths, and compel the production of books and papers. The Council ~~shall~~must provide for an audit of the City's accounts at least once a year by the state department in charge of such work or by a certified public accountant. The Council may at any time provide for an examination or audit of the accounts of any officer or department of the City government and it may cause to be made any survey or research study of any subject of municipal concern.

Section 2.09. Interference with Administration.

The Council may by ordinance establish a merit system in all or part of the City administration, but neither the Council nor any of its members ~~shall~~will dictate the appointment of any person to office or employment by the City Manager except as provided in Chapter 6 of this Charter. Except for the purpose of inquiry, the Council and its ~~member~~ ~~shall~~members will deal with and control the administrative service solely through the City

Manager, and neither the Council nor any member thereof ~~shall~~will give orders to any of the subordinates of the City Manager, either publicly or privately.

CHAPTER 3. PROCEDURE OF COUNCIL

Section 3.01. Council Meetings.

Newly elected members of the Council will assume their duties at the first regular or special meeting of the Council in January following a regular municipal election. Thereafter, the Council will meet at the times each month as established by ordinance or resolution. The Mayor or any two members of the Council may call special meetings of the Council upon at least twelve hours' notice to each member of the Council. The ~~notice must be delivered personally~~Mayor or any two members of the Council may call an emergency meeting upon notice, as practicable, to each member ~~or be left at of the Member's usual place of residence with some responsible person~~Council. The notice to Council members of a meeting may be by personal delivery, telephone, or other electronic means as may be needed to ensure they receive notice. Meetings of the Council are public, except as otherwise permitted or required by law. Any person may inspect the minutes and records of the meetings at reasonable times.

(Amended, Bill 1990-13; Bill No. 2003-20)

Section 3.02. Secretary of Council.

The City Clerk ~~shall~~will act as secretary of the Council and ~~shall~~is to keep a journal of Council proceedings and such other records and perform such other duties as may be required by this Charter or as the Council may require. The Council ~~shall~~will choose such other officers and employees as may be necessary to serve at its meetings. In the absence of the City Clerk the Council may designate any other official or employee of the City (except the City Manager or a member of the Council) to act as secretary of the Council.

(Amended, Bill 1990-13)

Section 3.03. Rules of Procedure and Quorum.

The Council ~~shall~~will determine its own rules and order of business. A majority of all members ~~shall~~will constitute a quorum to do business, but a smaller number may adjourn from time to time. The Council may by ordinance provide a means by which a minority may compel the attendance of absent members.

Section 3.04. Ordinance, Resolutions and Motions.

Except as otherwise provided in this Charter, all legislation ~~shall~~must be by ordinance. The aye and no vote on ordinances, resolutions, and motions ~~shall~~will be recorded. An affirmative vote of a majority of all the members of the Council ~~shall~~will be required for the passage of all

ordinances and an affirmative vote of a majority of a quorum of the Council will be required for the passage of resolutions and motions, except as otherwise provided in this Charter or by other applicable laws.

Section 3.05. Procedure on Ordinances.

The enacting clause of all ordinances must be in the words "City of Richfield does ordain". Every ordinance must be presented in writing. Except for an emergency ordinance, every ordinance must be introduced at a meeting that occurs no less than fourteen (14) days before the meeting at which the ordinance is finally passed.

(Amended, Bill 1981-33, Bill No. 1998-5; Bill No. 2003-21)

Section 3.06. Emergency Ordinances.

An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health, morals, safety, or welfare in which the emergency is defined and declared in a preamble thereto, and is adopted by a unanimous vote of the Council Members present. No prosecution ~~shall~~will be based upon the provisions of any emergency ordinance until 24 hours after the ordinance has been published, unless the person charged with violation had actual notice of the passage of the ordinance prior to the act or omission complained of.

Section 3.07. Procedure on Resolutions.

Every resolution ~~shall~~must be presented in writing and, when requested by any member of the Council, ~~shall~~will be read in full before a vote is taken thereon.

Section 3.08. Signing and Publication of Ordinances and Resolutions.

Every ordinance or resolution passed by the Council ~~shall~~will be signed by the Mayor, or acting Mayor, attested by the City Clerk, and filed and preserved. Every ordinance ~~shall~~, or an approved summary, will be published at least once in the official newspaper.

Section 3.09. When Ordinances and Resolutions Take Effect.

~~A resolution or an~~ Resolutions, interim ordinances adopted pursuant to Minnesota Statutes, Section 462.355, and emergency ~~ordinance is~~ ordinances are effective immediately upon ~~its~~ passage or at such later date as is fixed in ~~it~~ the ordinance or resolution. An ordinance that is expressly excepted from referendum under section 5.01 of this Charter is effective on the day following publication or such later date as is fixed in it. Every other ordinance is effective on the 30th day after the day of publication or at such later date as is fixed therein. Every ordinance adopted by the voters of the City is effective immediately upon its adoption, or at such a later time as fixed therein.

(Amended, Bill 1974-7; Bill No. 2013-7)

Section 3.10. Amendment and Repeal of Ordinances.

Every ordinance repealing a previous ordinance, section, or subdivision thereof ~~shall~~must give the number, if any, and the title of the ordinance to be repealed in whole or in part. No ordinance, section, or subdivision thereof ~~shall~~will be amended by reference to the title alone. Such an amending ordinance ~~shall~~must set forth in full each section or subdivision to be amended and ~~shall~~must indicate new matter by underscoring and old matter to be omitted by lining it through. ~~In newspaper publication of ordinances the same indications of omitted and new matter shall be used except that italics or bold-faced type may be substituted for underscoring and omitted matter may be printed in capital letters within parentheses.~~ (Amended, Bill 1982-4)

Section 3.11. Codification and Publication of Ordinances.

The City ~~shall~~will codify and publish an ordinance code ~~in~~through electronic means, books, pamphlets or continuous reference loose leaf form. Copies ~~shall~~will be made available by the Council at the office of the City Clerk for general distribution to the public free or at a reasonable charge.

Section 3.12. ~~Manner of~~Summary Publication of Ordinances.

If the City Council determines that publication of the complete text of an ordinance is not worth the expense and that a summary would clearly inform the public of the intent and effect of the ordinance, the Council may by a unanimous vote direct that only the title of the ordinance and a summary be published with notice that printed copies of the ordinance are available to any person during regular office hours at the office of the City Clerk and any other location which the Council designates. Prior to the publication of the title and summary, the Council ~~shall~~must approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance.

(Amended, Bill 1981-33)

Section 3.13. Electronic Signatures.

The City may establish policies and procedures in accordance with law to allow for the use of electronic or facsimile signatures by anyone authorized to sign documents on behalf of the City and for the acceptance of documents signed electronically.

CHAPTER 4. NOMINATIONS AND ELECTIONS

Section 4.01. The Regular Municipal Election.

The regular municipal election ~~shall~~will be held on the first Tuesday after the first Monday in November of each even numbered year at such place or places as the City Council may designate. The City Clerk ~~shall~~must give at least ~~two (2) weeks previous~~ 14 days' notice of the time and place of holding such election ~~and of, the officers to be elected by posting in the City Clerk's office, and such other information as required by law. The notice must be posted in the Richfield Municipal Center~~ and on the City website and ~~by publication~~published at least once in the official newspaper, but failure to give such notice ~~shall~~will not invalidate such election.

(Amended, Bill 1994-4; Bill No. 2013-6)

Section 4.02. Primary Election.

On ~~the second Tuesday in August preceding the regular municipal election~~ such dates that are authorized by law, there ~~shall~~will be a primary election for the selection of two nominees for each elected office at the regular municipal election unless no more than two nominees file for each elective office. ~~The City Clerk shall give at least two weeks previous notice~~Notice of the ~~time and place of holding such primary election and of~~ is given in the ~~officers to be elected by posting~~ same manner as provided in section 4.01 for regular elections, except that notice of a primary election must also be posted in at least one public place in each voting precinct ~~and by publication at least once in the official newspaper, but failure.~~ Failure to give such notice ~~shall~~will not invalidate such election.

(Amended, Bill 1975-12; Bill 1994-4; Bill 2010-3)

Section 4.03. Special Elections.

The Council may by resolution order a special election and provide all means for holding it. ~~At least two weeks published~~ Notice of a special election is given in the same manner as provided in section 4.01 for regular elections, except that notice of a special election ~~shall~~must be ~~given~~ published for at least two consecutive weeks in the official newspaper. The procedure of such election ~~shall~~must conform as nearly as possible to that prescribed for other municipal elections. Special elections will be held on dates as authorized by law.

Section 4.04. Nomination by Petition.

All candidates for elective office provided for by this Charter ~~shall~~must be nominated by petition. The name of any registered voter of the City ~~shall~~must be printed upon the ballot as a candidate for an office whenever a petition signed by at least ten registered voters has been filed with the City Clerk in a candidate's behalf within the time period provided by state law for such filings. No registered voter ~~shall~~may sign petitions for more candidates for any office than the number of persons to be chosen for that office at the election; should a signer do so, the signer's signature ~~shall~~will be void as to the petition or petitions last filed. Each petition presented ~~shall~~must be accompanied by a twenty-five dollar (\$25.00) filing fee.

(Amended, Bill 1987-8, Bill 1994-4)

Section 4.05. Nomination Petitions.

[Nomination petitions must substantially comply with the following form:](#)

We, the undersigned registered voters of the City of Richfield, hereby nominate, _____ whose residence is _____, for the office of _____, to be voted for at the primary election to be held on the _____ day of _____, ~~19~~ 20, and/or the regular municipal election to be held on the _____ day of _____, ~~19~~ 20, and we individually certify that we are qualified registered voters and that we have not signed more nomination petitions of candidates for this office than there are persons to be elected thereto.

Name Street and Number

_____, being duly sworn, deposes and says that he or she is the circulator of the foregoing petition paper containing _____ signatures, and that the signatures appended thereto were made in his or her presence and are the signatures of the persons whose names they purport to be. (Amended, Bill 1990-13)

Signed: _____

Subscribed and sworn to before me this _____ day of _____, ~~19~~ 20,

Notary Public

This petition, if found insufficient by the City Clerk, ~~shall~~ will be addressed to

_____ at _____ (address).

I hereby indicate my willingness to accept the office of _____ if elected.

Signed: _____

Section 4.06. Withdrawal of Candidate.

Any person whose name has been presented in the manner provided for in the foregoing section as a candidate may, not later than 5:00 p.m. two days after the last day for filing, cause his or her name to be withdrawn from nomination by filing with the City Clerk a request to do so in writing, and no name so withdrawn ~~shall~~ will be printed upon the ballot.

(Amended, Bill 1990-13, 2010-3)

Section 4.07. Canvass of Elections.

The Council must meet and canvass the election returns at the next regular or special Council meeting immediately following any regular, primary, or special election but in no event later than the time prescribed by state law, and must make full declaration of the results as soon as possible, and file a statement thereof with the City Clerk. This statement must include: (a) the total number of good ballots cast; (b) the total number of spoiled or defective ballots; (c) the correct vote for each candidate, with an indication of those who were elected or nominated; (d) the names of the judges and clerks of election; and (e) such other information as may seem pertinent. The City Clerk must promptly notify all persons elected or nominated of their election or nomination. In case of a tie vote, the Council must determine the result by lot. The City Clerk is the final custodian of the ballots.

(Amended, Bill 1975-12; Bill No. 2003-21; Bill No. 2013-6)

Section 4.08. Procedure at Elections.

The City Council may by ordinance adopt such rules and regulations as may be necessary or desirable to regulate the conduct of elections subject to the provisions of this Charter and the laws of the State of Minnesota when applicable.

CHAPTER 5. INITIATIVE, REFERENDUM AND RECALL

Section 5.01. Powers Reserved by the People.

The people of Richfield reserve to themselves the powers of initiative, referendum, and recall, to be exercised, in accordance with the provisions of this Charter. Initiative is the process for voters to propose and adopt an ordinance. Referendum is the process to require an ordinance passed by the council to be referred to the voters for approval or disapproval. Recall is the process for removing an elected public official from office. Initiative and referendum may not be used with an ordinance that appropriates money, authorizes the levy of taxes, or involves land use or zoning.

(Amended, Bill 1982-20; Bill No. 2013-7)

Section 5.02. (Repealed, Bill No. 2013-7)

Section 5.03. Further Regulations.

The Council may provide by ordinance such further regulations for the initiative, referendum, or recall, not consistent with this Charter, as it deems necessary. (Amended, Bill 1982-20)

Section 5.04. Initiation of Measures.

Any ten (10) residents of the City who are registered voters may form themselves into a sponsoring committee for the initiation of an ordinance as permitted by section 5.01 of this Charter. Before circulating any petition, the committee must file an affidavit and its proposed petition with the City Clerk. The affidavit must state that a committee has been formed, must contain the names and addresses of the committee members, and must be signed by each member of the committee, whose signatures must be verified by a notary public. The committee must also attach a verified copy of the proposed ordinance to each of the signature papers herein described, together with the committee members' names and addresses as sponsors. The ordinance must relate to only one (1) subject which is clearly expressed in the petition. Every circulator of a signature paper must be a resident of the state of Minnesota. (Amended, Bill No. 2013-7)

Section 5.05. Form of Petition and of Signature Papers.

The petition for the adoption of any ordinance must consist of the ordinance, together with all the signature papers and affidavits attached. A petition is not complete unless signed by a number of registered voters equal to at least five (5) percent of the total number of registered voters at the time of the last regular municipal election. All the signatures need not be on one (1) signature paper, but the circulator of every signature paper must make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. Each signature paper must be in substantially the following form:

INITIATIVE PETITION

Proposing an ordinance to _____ (Stating the Purpose of the Ordinance). A certified copy of the proposed ordinance is attached.

Sponsoring Committee

This ordinance is sponsored by the following committee of City of Richfield residents who are registered voters:

	<u>Name</u>	<u>Address</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Instructions to Petition Signers

You are being asked to sign a petition. You must be a resident of, and a registered voter in, the City of Richfield. Every person signing this petition must do so in the presence of the person circulating the petition. It is a criminal offense to sign a name other than your own to the petition or to accept compensation for signing your name to the petition.

The undersigned registered voters, understanding the terms and nature of the ordinance attached, petition the Council for its adoption, or, in lieu thereof, for its submission to the voters for their approval.

	Date	Legal Signature	Name (print legibly)	Address (print legibly)
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

(The affidavit of the circulator must be attached at the end of each signature paper.)

(Amended, Bill No. 2013-7)

Section 5.06. Filing of Petition and Action Thereon.

All the signature papers must be filed in the office of the City Clerk as one (1) instrument. Within ten (10) working days after the filing of that petition, the City Clerk must ascertain by examination, the number of registered voters in the City whose signatures are attached and whether this number is at least five (5) percent of the total number of registered voters at the time of the last regular municipal election. The validity of the signatures must be judged as of the day the petition was filed. If the City Clerk finds the petition to be insufficient or irregular, the City Clerk must at once notify one (1) or more of the sponsoring committee of that fact, certifying the reasons for the finding. The committee ~~shall~~will then be given 30 days in which to file additional signature papers and to correct the petition in all other particulars. If at the end of that period the petition is found to be still insufficient or irregular, the City Clerk ~~shall~~ must file the petition in the City Clerk's office and notify each member of the committee of that fact. The final finding of the insufficiency or irregularity of a petition does not prejudice the filing of a new petition for the same purpose, nor does it prevent the Council from referring the ordinance to the voters at the next regular or special election at its option.

(Amended, Bill 1990-13; Bill No. 2013-7)

Section 5.07. Action of Council on Petition.

When the petition is found to be sufficient, the City Clerk must so certify to the Council at its next meeting, stating the number of valid signatures on the petition and the percentage of the total number of registered voters at the time of the last regular municipal election which they constitute. The Council ~~shall~~will at once read the ordinance and may refer it to an

appropriate committee. The committee or Council must hold a public hearing upon the ordinance. After the public hearing, but not later than 65 days after the City Clerk submitted the ordinance to the Council, the Council must take final action on the ordinance. If the Council fails to pass the proposed ordinance, or passes it in a form different from that set forth in the petition and unsatisfactory to the sponsors, the proposed ordinance must be submitted by the Council to a vote at the next regular municipal election, but if the number of valid signatures on the petition is equal to at least 15 percent of the total number of registered voters at the time of the last regular municipal election, the Council must call a special election upon the measure. Such special election must be held ~~in accordance with the requirements of state law, but not nor more than 60 days from date of final action on the ordinance by the Council or, if there has been no final action, from the expiration of 65 days from the date of submission to the Council; but if a regular election is to occur within three (3) months, the Council must submit the ordinance at that election~~ on the first date authorized by state law. If the Council passes the proposed ordinance with amendments and at least four-fifths of the sponsoring committee do not express their dissatisfaction with such amended form by a statement filed with the City Clerk, within ten (10) days of the passage thereof by the Council, the ordinance need not be submitted to the voters.

(Amended, Bill No. 2013-7)

Section 5.08. Initiative Ballots.

The ballots used when voting upon any such proposed ordinance must state the substance of the ordinance and must give the voters the opportunity to vote either "yes" or "no" on the question of adoption. If a majority of the votes on any such ordinance are in favor of it, it becomes an ordinance of the City. Any number of proposed ordinances may be voted upon at the same election, but the voter must be allowed to vote for or against each separately. In case of inconsistency between two (2) initiated ordinances approved at one (1) election, the one (1) approved by the higher percentage of voters voting on the question prevails to the extent of the inconsistency.

(Amended, Bill No. 2013-7)

Section 5.09. Amendment or Repeal.

Any ordinance adopted by the vote of the people cannot be repealed or amended except by the vote of the people or by the unanimous vote of all members of the Council.

Section 5.10. Initiation of Charter Amendments.

Nothing in this Charter ~~shall~~will be construed as in any way affecting the right of the registered voters under the constitution and statutes of Minnesota to propose amendments to this Charter.

Section 5.11. The Referendum.

If prior to the date when an ordinance takes effect a petition signed by qualified registered voters of the City equal in number to ten (10) percent of the total number of registered voters at the time of the last regular municipal election is filed with the City Clerk requesting that any such ordinance be repealed or submitted to a vote of the registered voters, the ordinance is prevented from going into operation. All the signature pages must be filed as one (1) instrument. The City Clerk must ascertain by examination the sufficiency of the petition within ten (10) working days and must certify the results of that examination to the Council at its next regular meeting. The Council must thereupon reconsider the ordinance, and by majority vote either repeal or affirm the ordinance as passed. If the ordinance is affirmed, the Council must immediately order a special election to be held thereon, or submit the ordinance at the next regular municipal election, pending which the ordinance remains suspended. If a majority of the voters voting on the ordinance is opposed to the ordinance, it does not become effective; but if a majority of the voters favor the ordinance, it takes effect immediately or on the date therein specified.

(Amended, Bill No. 2013-7)

Section 5.12. Referendum Petition.

The requirements ~~laid down~~ in Sections 5.04 and 5.05 ~~above~~ as to the formation of committees, the form of petitions and signature papers, and residency requirements for committee members and circulators, for the initiation of ordinances ~~shall~~will apply to the referendum but with such changes as may be necessary.

A referendum petition ~~shall~~must read substantially as follows:

REFERENDUM PETITION

Proposing the repeal of an ordinance to _____ (stating the purpose of the ordinance). A certified copy of the ordinance is attached.

Sponsoring Committee

The proposed repeal is sponsored by the following committee of City of Richfield residents who are registered voters:

	<u>Name</u>	<u>Address</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Instructions to Petition Signers

You are being asked to sign a petition. You must be a resident of, and a registered voter in, the City of Richfield. Every person signing this petition must do so in the presence of the person circulating the petition. It is a criminal offense to sign a name other than your own to the petition or to accept compensation for signing your name to the petition.

The undersigned qualified registered voters, understanding the nature of the ordinance hereto attached and believing it to be detrimental to the welfare of the City, petition the Council for its submission to a vote of the voters for their approval or disapproval.

	Date	Legal Signature	Name (print legibly)	Address (print legibly)
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

(The affidavit of the circulator must be attached at the end of the list of signatures.)

(Amended, Bill No. 2013-7)

Section 5.13. Referendum Ballots.

The ballots used in any referendum election ~~shall~~will conform to the rules ~~laid down~~ in Section 5.08 of this Charter for initiative ballots.

Section 5.14. The Recall.

No less than 25 registered voters may form themselves in a committee for the purpose of bringing about the recall of any Council Member including the Mayor. If the committee seeks the recall of a ~~district~~ward Council Member, the registered voters constituting the committee must be from the Council Member's ~~district~~ward. The committee must certify to the City Clerk the name of the Council Member whose removal is sought, a statement of the grounds for removal in not more than 250 words, and the committee's intention to bring about his or her recall. A copy of this certificate must be attached to each signature paper and no signature paper may be put into circulation previous to such certification.

The grounds as set forth in the recall petition must be predicated on one (1) or more charges of malfeasance, nonfeasance, or both. For this purpose the word "malfeasance" means the performance of an act by a Council Member in his or her official capacity that is wholly illegal and wrongful and the word "nonfeasance" means the neglect or refusal, without sufficient excuse, to do that which it is the Council Member's legal duty to do so.

(Amended, Bill No. 2013-7)

Section 5.15. Recall Petitions.

The petition for the recall of any Council Member must consist of a certificate identical to that filed with the City Clerk together with all the signature papers and affidavits thereto attached. All the signatures need not be on one (1) signature paper, but the circulator of every signature paper must make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. Every circulator of a signature paper must be a resident of the state of Minnesota. Each signature paper must be in substantially the following form:

RECALL PETITION

Proposing the recall of _____ from the office as _____ which recall is sought for the reasons set forth in the attached certificate.

Sponsoring Committee

This movement is sponsored by the following committee of registered voters eligible to vote on candidates for that office.

	<u>Name</u>	<u>Address</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
[listing all members of the committee]		

Instructions to Petition Signers

You are being asked to sign a petition. You must be a resident of, and a registered voter in, the City of Richfield. Every person signing this petition must do so in the presence of the person circulating the petition. It is a criminal offense to sign a name other than your own to the petition or to accept compensation for signing your name to the petition.

The undersigned registered voters, all being eligible to vote on candidates for that office, understanding the nature of the charges against the Council Member herein sought to be recalled, desire the holding of a recall election for that purpose.

	Date	Legal Signature	Name (print legibly)	Address (print legibly)
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

The affidavit of the circulator must be attached at the end of the list of signatures.

(Amended, Bill 1982-20; Bill No. 2013-7)

Section 5.16. Filing of Petition.

Within 30 days after the filing of the original certificate, the committee must file the completed petition in the office of the City Clerk. The City Clerk must examine the petition within the next ten (10) working days and if the clerk finds it irregular in any way, or finds that the number of signers is less than 25 percent of the total number of registered voters eligible to vote on candidates for that office at the last preceding regular municipal election, the City Clerk must so notify one (1) or more members of the committee. The committee ~~shall~~will then be given ten (10) days in which to file additional signature papers and to correct the petition in all other respects, but the committee may not change the statement of the grounds upon which the recall is sought. If at the end of that time the City Clerk finds the petition still insufficient or irregular, the clerk must notify all the members of the committee to that effect and file the petition in the City Clerk's office. No further action ~~shall~~will be taken thereon.

(Amended, Bill No. 2013-7)

Section 5.17. Recall Election.

If the petition or amended petition is found sufficient, the City Clerk must transmit it to the Council without delay, and must also officially notify the person sought to be recalled of the sufficiency of the petition and of the pending action. If the Council Member sought to be recalled does not resign within ten (10) days after having been given such notice, the Council ~~shall~~will, at its next meeting occurring more than ten (10) days after the receipt by the Council of the recall petition, by resolution, provide for the holding of a special recall election ~~not more than 75 days after such meeting, but if any other election is to occur within three (3) months after such meeting, the Council may in its discretion provide for the holding of the recall election at that time~~on the first date authorized by state law. If the special recall election involves one (1) or more ~~district~~ward Council Member(s), the recall election must be conducted only within the ~~district~~ward(s) of the affected Council Member(s). If it involves a Council Member who is elected at large, the election must be a City-wide election.

(Amended, Bill No. 2013-7)

Section 5.18. Procedure at Recall Election.

The City Clerk must include with the published notice of the election the statement of the grounds for recall and ~~also~~, in not more than 500 words, the answer of the Council Member concerned in justification of his or her course in office. The election must be conducted, as far as possible, in accordance with the usual procedure in municipal elections.

(Amended, Bill No. 2013-7)

Section 5.19. Form of Recall Ballot.

The form of the ballot at such election ~~shall~~must be: "Shall _____ be recalled?" The name of the Council Member whose recall is sought and his or her office ~~shall~~must be inserted in the blank. The electors ~~shall~~must be permitted to vote separately "Yes" or "No" upon this question. If a majority of those voting on the question of recall vote in favor of recall, the official ~~shall~~will be thereby removed from office.

(Amended, Bill 1992-10; Bill No. 2013-7)

Section 5.20. Procedure to Fill Vacancy.

In the event that a Council Member is recalled by the electors or resigns after a petition has been filed for his or her recall, the vacancy must be filled in the following manner:

If less than ~~six (6) months~~180 days remain in the Council Member's term of office at the time of the recall election or at the time of resignation in response to a recall petition, as the case may be, the vacancy must be filled by the remaining members of the City Council for the unexpired term pursuant to Section 2.05.

If ~~six (6) months~~180 days or more remain in the Council Member's term at the time of such recall or resignation, the Council must call a special election to fill the vacancy for the balance of the Council Member's term. Such election must be called within ten (10) days after such recall or resignation, and the special election must be held in accordance with state law ~~and not more than 60 days after the meeting at which the election is called~~. Candidates to fill the unexpired term must be nominated in the usual way and the election must be conducted, as far as possible, in accordance with procedures in municipal elections except that there ~~shall~~will be no primary election and the candidate receiving the highest number of votes for the office ~~shall~~will be elected to fill the unexpired term.

(Amended, Bill 1992-10; Bill No. 2013-7)

Section 5.21. Term.

The term of the candidate selected by the voters at the regular or special election to fill the unexpired term ~~shall~~will start as soon as the declaration of the results has been filed with the City Clerk, and the person has qualified for office.

(Amended, Bill 1992-10)

Section 5.22. Offenses; penalty.

It is unlawful for a person to:

- a. Sign a name other than that person's own name to an initiative, referendum or recall petition;

-
- b. Circulate an initiative or referendum petition without required attachments;
 - c. Circulate an initiative, referendum or recall petition when unqualified to do so;
 - d. Sign an initiative, referendum, or recall petition when that person knows he or she is not qualified to do so;
 - e. Make a false affidavit in connection with an initiative, referendum, or recall petition;
 - f. Pay or offer to pay a person, or receive payment or agree to receive payment, for signing an initiative, referendum or recall petition;
 - g. Pay or offer to pay a person, or receive payment or agree to receive payment, on a basis related to the number of signatures obtained for circulating an initiative, referendum, or recall petition. This subsection does not prohibit the payment of salary and expenses for circulation of the petition on a basis not related to the number of signatures obtained, as long as the circulators fully disclose all contributions received to the ~~city clerk~~ City Clerk upon submission of the petitions.

A violation of this section is a misdemeanor punishable in accordance with state law.

(Added, Bill No. 2013-7)

CHAPTER 6. ADMINISTRATION OF CITY AFFAIRS

Section 6.01. The City Manager.

The City Manager ~~shall be~~ is the chief executive and head of the administrative branch of the City government and ~~shall~~ will be chosen by the Council solely on the basis of training, experience, and administrative qualifications. The City Manager ~~shall~~ will be appointed for an indefinite period and may be removed by the Council at any time; but if removal occurs after ~~serving as Manager for~~ one year or more of service, the Manager may demand written charges and a public hearing before the date of final removal takes effect. Written charges, if demanded, ~~shall~~ must be furnished a reasonable time before the public hearing. After such hearing, if one is demanded, the Council ~~shall~~ will have unlimited discretion either to reinstate the Manager or make removal final. Pending such hearing and removal, the Council may suspend the Manager from office. The Council may designate ~~some~~ a properly qualified person to perform the duties of the Manager during the Manager's absence, disability, suspension, or while the office of the Manager is vacant.

(Amended, Bill 1990-13; Bill No. 2003-22)

Section 6.02. Powers and Duties of the City Manager.

Subdivision 1. Subject to the provisions of this Charter, any Council regulations consistent therewith, and any other applicable laws, the City Manager ~~shall~~ will control and direct the

administration of the City's affairs. The City Manager ~~shall~~will have the powers and duties set forth in the following subdivisions:

(Amended, Bill 1990-13)

Subd. 2. The City Manager ~~shall~~will see that this Charter and the laws, ordinances and resolutions of the City are enforced.

(Amended, Bill 1990-13)

Subd. 3. The City Manager ~~shall~~will appoint and remove, upon the basis of merit and fitness and subject to applicable civil service provisions, if any, the City Clerk, all heads of departments and all subordinate officers and employees in the departments. ~~The Director of Public Safety, having administrative and supervisory control over the police and other non-civil service divisions of the Department of Public Safety, is not under the jurisdiction of the police and fire civil service commission of the City.~~ Appointment or removal of department heads ~~shall~~will be made final only upon a majority vote of the Council.

(Amended, Bill 1981-35; Bill No. 2003-21)

Subd. 4. The City Manager ~~shall~~will exercise control over all departments and divisions of the City administration created by this Charter or by the Council.

(Amended, Bill 1990-13)

Subd. 5. The City Manager ~~shall~~will recommend to the Council for adoption such measures as he or she may deem necessary for the welfare of the people and the efficient administration of the City's affairs.

(Amended, Bill 1990-13)

Subd. 6. The City Manager ~~shall~~will attend all meetings of the Council with the right to take part in the discussion, but not to vote; ~~but, The Council may not attend~~exclude the Manager from any meeting at which the Council is considering ~~his or her~~the Manager's dismissal. (Amended, Bill 1990-13)

Subd. 7. The City Manager ~~shall~~will keep the Council fully advised as to the financial condition and needs of the City; and ~~shall~~will prepare and submit to the Council the annual City budget.

(Amended, Bill 1990-13)

Subd. 8. The City Manager ~~shall~~will prepare and submit to the Council for adoption an administrative code incorporating the details of administrative procedure, and from time to time ~~shall~~will suggest amendments to such code.

(Amended, Bill 1990-13)

Subd. 9. The City Manager ~~shall~~will perform such other duties as may be prescribed by this Charter or by law or required by ordinance or resolutions adopted by the Council.

(Amended, Bill 1990-13)

Section 6.03. Departments of Administration.

The Council may create such departments, divisions, and bureaus for the administration of the City's affairs as it may deem necessary, and from time to time alter their powers and organization. It ~~shall~~will, together with the City Manager, prepare and enact a complete administrative code in the form of an ordinance, which may be amended from time to time by ordinance. The Council may by ordinance abolish offices which have been created by ordinance, and it may combine the duties of various offices as it may see fit.

Section 6.04. Right of City Manager and Other Officers in Council.

The City Manager, ~~the heads of all departments and such other officers of the City as may be designated by vote of the Council, shall be entitled to seats in the Council, but shall have no vote therein. The City Manager shall~~ will have the right to take part in the discussion of all matters coming before the Council, except as provided in Section 6.02, Subdivision 6, and the department heads and other officers ~~shall~~will be entitled to take part in all discussions of the Council relating to their respective offices, and departments ~~or agencies~~.

Section 6.05. Purchases and Contracts.

City contracts must be made in compliance with state law and this ~~charter~~Charter. Where the amount of a contract is more than the dollar amount contained in Minnesota Statutes, Section 471.345, Subd. 3 the contract must be approved by the City Council upon the recommendation of the City Manager. When contracts are competitively bid, the Council may reject any and all bids. The City Manager may approve contracts in an amount equal to or less than the dollar amount contained in Minnesota Statutes, Section 471.345. Subject to the provisions of the Charter, and other applicable law, the Council may by ordinance or by resolution adopt further regulations for making of bids and letting of contracts.

(Amended, Bill 1987-21; Bill 1996-5; Bill No. 2013-8)

Section 6.06. (Repealed, Bill 1996-5)

CHAPTER 7. TAXATION AND FINANCES

Section 7.01. Council to Control Finances.

Subdivision 1. The Council controls the financial affairs of the City. The Council must provide for (i) the prompt collection of revenues, (ii) the preservation of assets, (iii) the auditing of City accounts, and (iv) the safekeeping and proper disbursement of public monies.

Subd. 2. The City must spend public funds only for public purposes. The Council may provide by ordinance or by resolution that certain expenditures serve a public purpose consistent with state law. A resolution ~~shall~~will be effective only for the fiscal year in which it is adopted.

(Amended, Bill No. 2003-23; Bill No. 2013-9)

Section 7.02. Fiscal Year.

The fiscal year of the City is the calendar year.

(Amended, Bill No. 2003-23)

Section 7.03. System of Taxation.

Subject to the state constitution, and except as forbidden by it or by state law, the Council may provide by resolution, preceded by notice and public hearing, for a system of local taxation. In the taxation of real and personal property the system of local taxation must conform as fully as possible to state law in the valuation of property and the collection of the taxes.

(Amended, Bill No. 2003-23)

Section 7.04. (Repealed, Bill No. 2003-23)

Section 7.05. Preparation and Submission of Annual Budget.

At a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06. In preparing the budget and the budget message, the Manager must obtain from City department heads information regarding (i) proposed expenditures for the ensuing fiscal year, and (ii) capital projects and capital expenditures proposed to be undertaken in the ensuing budget year and in the following four fiscal years. The Council must hold one or more informational meetings on the proposed budget at which the public may provide comments and may thereafter revise the proposed expenditures and capital projects contained in the proposed budget document.

(Amended, Bill 1990-13; Bill No. 2003-23)

Section 7.06. Form of Annual Budget.

Subdivision 1. The budget must contain a financial plan for the ensuing fiscal year. The financial plan must include: (i) a budget message, (ii) a general summary of the financial plan, (iii) estimates of revenues applicable to proposed expenditures, and, (iv) proposed expenditures. Proposed expenditures may not exceed proposed revenues. Proposed expenditures for the general and special revenue funds must (i) be listed by organization, unit

or activity, and (ii) be in parallel columns opposite the major and minor object of the expenditure showing the amount of expenditure for the last fiscal year, the amount estimated for the current fiscal year and the proposed expenditure for the ensuing fiscal year. The revenues attributable to each general and special fund must be presented in a similar manner. The statement of revenues must include the source of and amount of miscellaneous revenues, the amount of surplus of prior fiscal year revenues, and the amount of revenues raised by property taxes in the prior fiscal year and estimated to be raised in the current fiscal year.

(Amended, Bill 1990-13; Bill No. 2003-23)

Subd. 2. The Budget Message. The budget message may be submitted by the Manager as a separate document but it must accompany the budget. The message must contain the following elements:

(Amended, Bill No. 2003-23)

(i) Current operations. The budget message must explain the budget. The message must contain an outline of the proposed financial position of the City for the ensuing fiscal year and the important features of the financial plan of the City. The message must give reasons for major changes in expenditures and revenues from the prior fiscal year and explain the rationale for major changes, if any, from previous financial policies of the City.

(Amended, Bill 2003-23)

(ii) Capital Improvements. The message must contain a description of pending and proposed capital projects together with estimates of the costs of those projects and the sources of funds to be used to pay for them.

(Amended, Bill 2003-23)

(iii) Capital Program. The message must contain, or have attached to it, a Capital Project Plan for the four fiscal years following the fiscal year of the budget. The Capital Project Plan is to be prepared by the Manager after consultation with the department heads and any informational meetings conducted under Section 7.05.

(Amended, Bill 1990-13; Bill No. 2003-23)

(iv) Miscellaneous. The Manager must attach to or include in the budget message supporting schedules, exhibits and other data believed by the Manager to be appropriate and informative.

(Amended, Bill No. 2003-23)

Section 7.07. Adoption of Budget.

At the conclusion of the special budget meeting the Council must set a public hearing on the budget to be held after published notice not less than seven nor more than 14 days after the date of publication. The budget must be kept available to the public in the Clerk's office. The public hearing on the budget must be conducted in a way to give interested persons an

opportunity to be heard. The Manager must explain the various elements of the budget as fully as is deemed necessary by the Council. The budget resolution must set out the total established for each fund and department with such other information deemed necessary by the Council. The budget resolution must also state the amount of property and other taxes to be levied to fund the budget.

(Amended, Bill No. 2003-23)

Section 7.08. Enforcement of the Budget.

The Manager must enforce the provisions of the budget. The Manager may not authorize or approve any expenditure unless an appropriation has been made in the budget resolution and there is an available unencumbered balance of the appropriation sufficient to pay the liability to be incurred. An officer or employee of the City may not place an order or make a purchase except for the purposes authorized in the budget. An obligation incurred by a person in the employ of the City for a purpose not in the approved budget or for an amount in excess of an amount appropriated in the budget resolution or in excess of available monies in a fund of the City is a personal obligation of the person incurring the ~~expenditure~~obligation

(Amended, Bill 1990-13; Bill No. 2003-23)

Section 7.09. Altering or Adjusting the Budget.

After the budget has been adopted the Council may not increase the amounts fixed in the budget resolution, by the insertion of new items or otherwise, in an amount more than the estimated revenues unless the actual receipts exceed the estimates and then not more than the actual receipts. The Council may, by resolution reduce the sums appropriated for any purpose by the budget resolution. Within three months following the close of the fiscal year, the Council, at the request of the Manager, may transfer unencumbered appropriation balances for that fiscal year from one office, department, or agency to another within the same fund. Appropriations lapse at the end of the budget year to the extent that they have not been expended or encumbered.

(Amended, Bill No. 2003-23)

Section 7.10. Emergency Appropriation in Budget.

The Council may include an emergency appropriation as a part of the budget, but such appropriation may not ~~more than~~ exceed three percent of the total operating appropriations made in the budget for that year. A transfer from the emergency appropriation to another appropriation may be made by resolution on recommendation of the City Manager or a member of the Council. The funds so appropriated may be used only for the purposes designated by the Council.

(Amended, Bill No. 2003-23)

Section 7.11. Disbursements. How Made.

Except as otherwise provided in this section, disbursements of City funds may be made only by check bearing the actual or facsimile signature of the Manager and the treasurer. A check may not be issued unless the claim to which it relates specifies the purpose for which the disbursement is made and the fund upon which it is drawn, and the claim has been supported by an itemized bill, payroll, or time sheet approved and signed by the responsible City officer who vouches for the correctness and reasonableness of the claim. The Council may by ordinance make further regulations for the safe-keeping and disbursement of the funds of the City, including, the disbursement of funds for the payment of bills and obligations by electronic means.

(Amended, Bill No. 2003-23)

Section 7.12. Funds to be Kept.

~~There must be maintained in the~~The City treasury must maintain the funds provided for in this section.

(Amended, Bill No. 2003-23)

Subdivision 1. General Fund. The General Fund is established for the payment of general government expenses and those obligations that the City deems proper. ~~Into this fund are to be paid monies~~Monies not otherwise ~~provided~~designated by statute, ordinance, or this Charter to be paid into any other fund must be paid into this fund.

(Amended, Bill No. 2003-23)

Subd. 2. Liquor Special Revenue Fund; Other Special Revenue Funds. A Liquor Special Revenue Fund is established into which ~~are to be paid~~ (i) net revenues (i.e., gross revenues less costs of operation, maintenance, and pledged revenues) of the municipal liquor store, (ii) proceeds of special tax levies to support the fund, and (iii) other special revenues so designated by the Council must be paid. Expenditures from the Liquor Special Revenue Fund may be made only as authorized by the budget resolution. Monies in the fund may be expended for capital improvements only if authorized by ordinance. The Council may, by resolution, establish other special revenue funds and provide for the expenditure of those funds.

(Amended, Bill No. 2003-23)

Subd. 3. Utility; Enterprise Funds. One or more utility or public service enterprise funds ~~are to~~must be established into which ~~are to be paid~~ (i) the gross revenues of the appropriate utility or enterprise, (ii) the proceeds of the sale of assets of the utility or enterprise, and (iii) the proceeds of bonds or other obligations issued for the purposes of the utility or enterprise. ~~Out of each fund are to~~ must be paid ~~the~~The costs, including the financing costs of the purchase, construction, operation, maintenance

and repair of the utility or enterprise and other revenues as directed by the budget resolution must be paid out of this fund. Separate funds must be established and kept for each separate utility or enterprise.

(Amended, Bill No. 2003-23)

Subd. 4. Trust and Agency Funds. ~~There are to be established one~~ One or more trust and agency funds for the care and disbursement of money received and held by the City as trustee or custodian, or in the capacity of an agent for individuals, or other governmental units must be established.

(Amended, Bill No. 2003-23)

Subd. 5. Discretionary Fund. A Discretionary Fund ~~is~~ must be established for payment of reasonable and necessary expenses, not otherwise payable by the City as compensation, and incurred by the Mayor and Council Members for the benefit of the City. Appropriations to, and expenditures from, this fund ~~are~~ must be in the amounts fixed in the budget resolution. The Council may, by resolution, establish the purposes and procedures for the making of disbursements from this fund, including disbursements made without previous Council authorization ~~and those~~. Such disbursements are subject to audit and allowance by the Council.

(Amended, Bill 1968-16, Bill 1990-13; Bill No. 2003-23)

Subd. 6. In addition to the foregoing funds, ~~there may be maintained in~~ the City treasury may maintain, (i) one or more working capital or revolving funds, for financing self-sustaining activities not accounted for through other funds; and (ii) such other funds as may be required by law, ordinance, or the Charter.

(Amended, Bill No. 2003-23)

Subd. 7. Council may make interfund loans by resolution where permitted by law except from Trust and Agency funds.

(Amended, Bill No. 2003-23)

Section 7.13. Accounts and Reports.

The accounts of the City must be maintained on an accrual or modified accrual basis in accordance with generally accepted governmental accounting standards and procedures. The Manager must submit such reports as are necessary to keep the Council fully informed of the financial condition of the City. Once each year on or before June 30, the City Manager must submit a complete financial report of the City for the preceding fiscal year ending December 31, a summary of which must be published in the official newspaper. The Manager, under the direction of the Council, on or before June 30, must prepare at least one comprehensive public information report of the financial affairs of the City. The Manager must distribute the report to the persons and organizations and in the manner deemed advisable by the Manager.

(Amended, Bill No. 2002-2; Bill No. 2003-23)

Section 7.14. City Indebtedness.

Except as provided in Sections 7.15 and 7.16, obligations may not be issued to pay current expenses, but the Council may issue and sell obligations for any other municipal purpose in accordance with law and within the limitations prescribed by law. Except in the case of obligations for which an election is not required by this Charter or by state law, obligations may not be issued and sold without the approval of the majority of the voters of the City voting on the question at a general or special election. Before submitting a question to the voters under this Section, the Council must conduct at least one public hearing on the question preceded by published notice not more than 28 days nor less than 14 days prior to the hearing.

(Amended, Bill No. 1993-7; Bill No. 2003-23)

Section 7.15. Tax Anticipation Certificates.

At any time after January 1, following the making of an annual tax levy, the Council may issue certificates of indebtedness in anticipation of the collection of taxes levied for any fund and not yet collected. The total amount of certificates issued against any fund for any year with interest thereon until maturity may not exceed 90% of the total current taxes for the fund uncollected at the time of issuance. Certificates may be issued on such terms and conditions as the Council may determine but they ~~shall~~will become due and payable not later than the first day of April of the year following their issuance. The proceeds of the tax levied for the fund against which tax anticipation certificates are issued and the full faith and credit of the City must be irrevocably pledged for the redemption of the certificates in the order of their issuance against the fund.

(Amended, Bill No. 2003-23)

Section 7.16. Emergency Debt Certificates.

If in any year the receipts from taxes or other sources should from some unforeseen cause become insufficient for the ordinary expenses of the City, or if any calamity or other public emergency should subject the City to the necessity of making extraordinary expenditures, the Council may, by resolution, issue and sell ~~on such terms and in such manner as the Council determines~~ emergency debt certificates to mature within three years. Such certificates will be issued and sold in a manner determined by the Council. A tax sufficient to pay principal and interest on such certificates must be levied as required by law. The resolution authorizing an issue of such emergency debt certificates must state the nature of the emergency and be approved by a majority of all the members of the Council.

(Amended, Bill No. 2003-23)

Section 7.17. State Budget Procedure.

If state law specifies a schedule and procedure for the adoption of the budget and levy of taxes that is different from that provided in sections 7.05 through 7.07 of this charter, the schedule and procedure in state law supersedes the schedule and procedure in this charter.

(Added Bill No. 2003-23)

CHAPTER 8. PUBLIC IMPROVEMENTS AND SPECIAL ASSESSMENTS

Section 8.01. Power to Make Improvements and Levy Assessments.

The City ~~shall have~~has the power to make any ~~and every~~ type of public improvement not forbidden by the laws of this state and to levy special assessments for all or any part of the cost of ~~such improvements as are of~~ a local ~~character~~improvement, pursuant to the laws of the State of Minnesota.

Section 8.02. Assessments for Services.

The Council may provide by ordinance that the cost of sprinkling, snow^u or rubbish removal, or of any other service to streets, sidewalks, or other public property, or the cost of any service to other property undertaken by the City may be assessed against the property benefited and collected in like manner as are special assessments.

Section 8.03. Public Works; How Performed.

Public works, including all local improvements, may be constructed, extended, repaired,^u and maintained either directly by day labor or by contract. The City ~~shall~~will require contractors to give bonds for the protection of the City and all persons furnishing labor and materials pursuant to the laws of the state.

Section 8.04. Approval by Ordinance.

Any capital improvement on property owned or leased by the City, excluding street and utility rights of way, which has an estimated cost exceeding \$2,000,000.00 or expenditures for design or engineering costs exceeding \$250,000.00 must be approved by ordinance after a public hearing.

(Added, Bill No. 1998-5; Bill No. 2013-10)

Section 8.05. Notice of Public Hearings.

Notice of public hearings required by Section 8.04 ~~shall~~must be published at least twice in the official newspaper within fourteen (14) days prior to the date of the hearing. Additional

notice of such public hearings may be given in such manner as the Council may determine. This notice must contain the estimated costs of the capital improvement.

(Added, Bill No. 1998-5)

CHAPTER 9. EMINENT DOMAIN

Section 9.01. Power to Acquire Property.

The City may acquire, by purchase, gift, ~~devise, or~~ condemnation or other lawful means, any property or property right, ~~corporeal or incorporeal~~, either within or without its corporate boundaries, which may be needed by the City for any public use or purpose. ~~Easements for slopes, fills, sewers, building lines, poles, wires, pipes and conduits for water, gas, heat and power may be acquired by gift, devise, purchase, or condemnation in the manner provided by law.~~

Section 9.02. Proceedings in Acquiring Property.

The necessity for the taking of any property by the City ~~shall~~will be determined by the Council and ~~shall~~will be declared by a resolution which ~~shall~~will describe such property as near as may be possible and state the use to which it is to be devoted. In acquiring property by exercising the power of eminent domain, the City ~~shall~~ will proceed according to the laws of this state, except as otherwise provided in this Charter.

(Amended, Bill No. 1994-4)

Section 9.03. ~~Payment of Award~~ Reserved.

~~Whenever an award of damages is confirmed in any proceeding for the taking of property for public use by right of eminent domain, or whenever the court renders final judgment in any appeal from any such award and the time for abandoning such proceedings by the City has expired, the City shall, within seventy (70) days of such final determination, pay the amount of the award or judgment of the court, as the case may be; and if not so paid, judgment therefor may be had against the City.~~

Section 9.04. ~~City May Abandon Proceedings~~ Reserved.

~~The City may dismiss all or part of the property being acquired in a condemnation proceeding so long as the dismissal is filed with the proper court prior to the expiration of the time for an appeal or before entry of judgment if an appeal has been taken. The City shall pay all reasonable costs and expenses incurred by the condemnee including attorney's fees.~~

Section 9.05. ~~City May Take Entire Plant~~ Reserved.

~~If the City condemns a public utility which is operated at the time of the commencement of the condemnation proceedings as one property or one system, it shall not be necessary in the condemnation~~

~~proceedings or any of the proceedings of the Council, to describe or treat separately the different kinds of property composing such system; but all of the property, lands, articles, franchises, franchise values and rights which comprise such system may, unless otherwise ordered by the court, be treated together as one property and an award for the whole property in one lump sum may be made by the commissioners or other body assessing the damages on condemnation. This does not prevent the City, when the plant and property are separable into distinct parts, from acquiring only such part or parts thereof as may be necessary in the public interest.~~

CHAPTER 10. FRANCHISES

Section 10.01. Franchises Required.

Except as otherwise provided by law, no person, firm, or corporation ~~shall~~may place or maintain any permanent or semipermanent fixtures, in, over, upon or under any street or public place for the purpose of operating a public utility or for any other purpose, without a franchise therefor from the City. A franchise ~~shall~~will be granted only by ordinance, which ~~shall~~may not be an emergency ordinance. Every ordinance granting a franchise ~~shall~~must contain all the terms and conditions of the franchise. The grantee ~~shall~~will bear the costs of publication of the franchise ordinance and ~~shall~~must make a sufficient deposit with the clerk to guarantee publication before the ordinance is passed.

Section 10.02. Term.

No perpetual ~~franchise or privilege shall ever be created, nor shall any~~ exclusive franchise ~~or privilege~~may be granted ~~unless the proposed grant be first submitted to the voters of the City, and be approved by a majority of those voting thereon, nor in such case for a period of more than 25 years~~by the City .

Section 10.03. Public Hearing.

Before any franchise ordinance is adopted or any rates, fares, or prices to be charged by a public utility are fixed by the Council, the Council ~~shall~~must hold a public hearing on the matter. Notice of such hearing ~~shall~~must be published at least once in the official newspaper not less than ten (10) days prior to the date of the hearing.

Section 10.04. Power of Regulation Reserved.

Subject to any applicable law the Council may by ordinance reasonably regulate and control the exercise of any franchise, including the maximum rates, fares, or prices ~~under any applicable law, ordinance, or regulation or in proceedings for municipal acquisition of~~to be charged by the grantee's ~~property by purchase or eminent domain.~~

Section 10.05. Renewals or Extensions.

Every extension, renewal, or modification of any existing franchise or of any franchise granted thereafter ~~shall~~will be subject to the same limitations and ~~shall~~will be granted in the same manner as a new franchise.

CHAPTER 11. PUBLIC OWNERSHIP AND OPERATION OF UTILITIES

Section 11.01. Acquisition and Operation of Utilities.

The City may own and operate any gas, water, heat, power, light, telephone or other public utility for supplying its own needs for utility service or for supplying utility service to private consumers or both. It may construct all facilities reasonably needed for that purpose and may acquire any existing utility properties so needed; but such action may only be taken by ordinance, which ~~shall~~may not be an emergency ordinance. The operation of all public utilities owned by the City ~~shall~~will be under the supervision of the City Manager.

Section 11.02. Rates and Finances.

Upon recommendations made by the City Manager or upon its own motion, the Council may fix rates, fares, and prices, for municipal utilities, but such rates, fares, and prices ~~shall~~will be just and reasonable. The Council ~~shall~~will endeavor to make each municipal utility financially self-sustaining and ~~shall~~may not use any municipal utility operation directly or indirectly as a general revenue-producing agency for the City. Before any rates, fares, or prices for municipal utilities ~~shall~~may be fixed by the Council, the Council ~~shall~~will hold a public hearing on the matter in accordance with Section 11.06. The Council ~~shall~~will prescribe the time and the manner in which payments for all such utility services ~~shall~~may be made, and may make such other regulations as may be necessary, and prescribe penalties for violation of such regulations.

Section 11.03. Purchase in Bulk.

The Council may, in lieu of providing for the local production of gas, electricity, water, and other utilities, purchase the same in bulk and resell them to local consumers at such rates as it may fix. Before such rates are fixed by the Council, the Council ~~shall~~must hold a public hearing on the matter in accordance with Section 11.06.

Section 11.04. Lease of Plant.

The Council may, if the public interests will be served thereby, contract with ~~any responsible person, co-partnership or corporation~~a private party for the operation of any utility owned by the City, upon such rentals and conditions as it may deem necessary, ~~but such~~Such contract ~~shall~~must be embodied in and let only by ordinance, which ~~shall~~may not be an emergency

ordinance. In no case ~~shall~~will such contract be for a longer term than ten (10) years.

Section 11.05. Public Utility. How Sold.

No public utility owned by the City ~~shall~~may be sold or otherwise disposed of by the City unless the full terms of the proposition of said sale or other disposition thereof, together with the price to be paid therefor, ~~shall be~~are embodied in an ordinance approved by a majority of the registered voters voting thereon at a general or special election.

Section 11.06. Notice of Public Hearings.

Notice of public hearings required by this chapter ~~shall~~must be published at least once in the official newspaper at least ten (10) days prior to the date of the hearing. Additional notice of such public hearings may be given in such manner as Council may determine.

CHAPTER 12. CODE OF ETHICS

Section 12.01. The term "public official" ~~shall include~~includes all elected officials, the City Manager, and all members of boards or commissions, as are authorized under this Charter.

Section 12.02. No public official ~~shall~~may misuse such position to secure special privileges or exemptions for ~~such person~~themselves or any other person.

Section 12.03. No public official ~~shall~~may directly or indirectly receive or agree to receive, any compensation, gift, reward, or gratuity in payment for the performance of his or her official duties except as may be provided by law.

Section 12.04. No public official ~~shall~~may enter into any contract with the City which is prohibited by law. Any public official who has a proprietary interest in an entity doing business with the City ~~shall~~must make ~~known~~ that interest known in writing to the City Council and the City Clerk.

Section 12.05. Any public official who in the discharge of said official's duties would be required to take an action or make a decision which would substantially affect such official's financial interest or those of a business with which such official is associated, unless the effect on such official is no greater than on any other citizens or other members of such official's business classification, profession, or occupation, ~~shall~~must take the following actions:

- a. A written statement ~~shall~~must be prepared which will include the name, address, office held, action presenting the potential conflict of interest, the nature of the financial interest, the person notified of the potential conflict of interest, the official's signature and the date;
- b. Said person ~~shall~~must deliver copies of the statement to the City Clerk and to the official's immediate superior, if any;

- c. If a potential conflict presents itself and there is insufficient time to comply with the provisions of clauses "a" and "b" of this section, the public official ~~shall~~must verbally inform the City Clerk and the official's superior of the potential conflict. The official ~~shall~~must then file a written statement with the City Clerk within one week after the potential conflict presents itself which statement ~~shall~~must state the reason for the delay.

Section 12.06. Any intentional failure to file such statement or any intentional filing of a false written or verbal statement or any intentional omission of any required information in any required statement ~~shall~~will be unlawful and ~~shall~~will be referred by the City Clerk or the public official's immediate superior to the City Attorney for appropriate action.

(Amended, Bill 1978-14)

CHAPTER 13. MISCELLANEOUS AND TRANSITORY PROVISIONS

Section 13.01. Official Publications.

The Council ~~shall~~must annually designate a legal newspaper of general circulation in the City as its official newspaper ~~in which shall be published.~~ This newspaper will publish all ordinances and other matters required by law to be ~~so~~ published, as well as such other matters as the Council may deem it in the public interest to have published ~~in this manner.~~ The City may provide notices electronically as an additional form of notice or, to the extent allowed by law, as an alternative to published notices.

Section 13.02. Oath of Office.

Every elected officer of the City ~~shall~~and any other officer so required by law must, before entering upon the duties of office, take and subscribe an oath of office in substantially the following form: "I do solemnly swear (or affirm) to support the Constitution and laws of the United States and of the State of Minnesota and the Charter and ordinances of the City of Richfield and to discharge faithfully the duties devolving upon me as (Mayor, Council Member, ~~City Manager,~~ etc.) of the City of Richfield to the best of my judgment and ability."

(Amended, Bill 1990-13, Bill 1996-6)

Section 13.03. Official Bonds.

~~The City Manager, the City Clerk, the City Treasurer, Officers~~ and ~~such other officers or~~ employees of the City ~~as may be provided for~~ required by ordinance ~~shall each~~or law to supply a bond must, before entering upon the duties of his or her respective office or employment, give a corporate surety bond to the City in such form and in such amount as may be fixed by the Council as security for the faithful performance of his or her official duties and the safekeeping of the

public funds. Such bonds may be either individual or blanket bonds in the discretion of the Council. They ~~shall~~will be approved by the City Council, and approved as to form by the City Attorney, and filed with the City Clerk. The premiums on the bonds ~~shall~~will be paid by the City.

(Amended, Bill 1990-13)

Section 13.04. Sales of Real Property.

No real property of the City ~~shall~~may be disposed of except by ordinance. The proceeds of any sale of such property ~~shall~~will be used as far as possible to retire any outstanding indebtedness incurred by the City in the purchase, construction, or improvement of this or other property used for the same public purpose. If there is no such outstanding indebtedness, the Council may by resolution designate some other public use for the proceeds.

Section 13.05. Vacation of Streets.

The Council may by ordinance vacate any street or alley or part thereof within the City. Such vacation may be made only after published notice and an opportunity for affected property owners and public to be heard, and upon such further terms and by such procedure as the Council by ordinance may prescribe. A notice of completion of such procedures ~~shall~~must be filed in accordance with law.

(Amended, Bill 1978-14)

Section 13.06. City to Succeed to Rights and Obligations of Former Municipality.

The City of Richfield ~~shall~~will remain vested with and continue to have, hold, and enjoy all property, property rights, rights of action, and rights of every kind, privileges and immunities now belonging to or pertaining to the City of Richfield, and ~~shall~~will be subject to all liabilities which exist against said City on said date of Charter. The municipal liquor stores which have been established in the City of Richfield ~~shall~~will continue and may be operated by the City in the same manner as before the adoption of this Charter. Nothing in this Charter ~~shall~~will be construed as limiting in any manner such continuance or restricting in any way the addition of new stores or relocation of existing stores.

Section 13.07. ~~Present Officers to Hold Office Till When Reserved.~~

~~The present officers of the City shall continue in their respective offices and functions until their successors are chosen and qualify, and shall continue to govern the City in the usual manner. They shall make such financial and other provisions as will serve to carry on the government until a government has been set up under this Charter.~~

Section 13.08. Statutes not Affected by Charter.

All general laws and statutes of the state applicable to all cities operating under home rule ~~Charters~~charters, or applicable to cities of the same class as the City of Richfield operating under home rule ~~Charters~~charters, and not inconsistent with the provisions of this Charter, ~~shall~~will apply to the City of Richfield, and ~~shall~~will be construed as supplementary to the provisions of this Charter. The extra session laws of 1961, Chapter 28, ~~shall~~are not ~~be~~ applicable to the City of Richfield and are of no legal effect upon adoption of this Charter.

Section 13.09. Existing Ordinances and Resolutions Continued.

All ordinances, resolutions, and regulations of the municipality in force when this Charter takes effect, and not inconsistent with the provisions thereof, are hereby continued in full force and effect until amended or repealed.

Section 13.10. ~~Pending Condemnations and Assessments~~ Reserved.

~~Any condemnation or assessment proceeding in progress when this Charter takes effect shall be continued and completed under the laws which such proceedings were begun. All assessments made by the municipality prior to the time when this Charter takes effect shall be collected and the lien thereof enforced in the same manner as if this Charter had not been adopted.~~

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Section 13.11. Disposition of Fines and Penalties.

All fines, forfeitures and penalties received for the violation of any ordinance ~~shall~~must be paid into the City treasury. ~~Every court or officer receiving such monies, within thirty (30) days thereafter, shall make return thereof under oath and shall be entitled to duplicate receipts for the amount paid. One of the receipts shall be filed with the City Clerk.~~

Section 13.12. Ordinances to Make Charter Effective.

The Council ~~shall~~may, by ordinance, make such regulations as may be necessary to carry out and make effective the provisions of this Charter.

(Amended, Bill 1978-14)

Section 13.13. Fines and Penalties. ~~(Added, Bill No. 2002-1)~~

Subdivision 1. The council may establish by ordinance a procedure for imposing an administrative penalty for any violation of the City Code or a City ordinance. The procedure must provide that any person charged with an administrative penalty will receive notices of violations and an opportunity to be heard by a neutral party, which may be the city council. The procedure may authorize the City to use the services of a non-City employee to decide whether an administrative penalty should be imposed.

(Added, Bill No. 2002-1)

Subd. 2. The City Council may provide, by ordinance, that unpaid administrative penalties be collected as a special assessment against property which was the subject matter, or related to the subject matter, of the penalty or against the property which was the location of an activity, proposed use, delivery of City service, or other circumstances that resulted in the penalty. The ordinance must provide that the City will first attempt to obtain voluntary payment of the penalty. The ordinance must also provide that notice and an opportunity to be heard will be given to the property owner listed on the official tax records before the penalty is assessed.

(Added, Bill No. 2002-1)

Section 13.14. Authority for Expenditures.

The City Council may establish a public expenditure policy ("Policy") to identify certain types of expenditures as being for a public purpose and within the City's authority to expend City funds on. The Policy will not limit the authority of the City to make expenditures otherwise authorized by law. If adopted, the Council must review the Policy periodically and update it as needed. In establishing, reviewing, and approving the Policy, the Council must consider whether the expenditures to be authorized by the Policy: 1) benefits the community as a whole; 2) are directly related to governmental functions; and 3) primarily benefits the public interest, not a private interest. In establishing, reviewing, and approving the Policy, the Council will consider the opinion of the City Attorney and statewide sources of authority, which may include judicial determinations, Minnesota Attorney General opinions, and findings of the Office of the State Auditor.

Expenditures related to any of the following activities will be deemed authorized if the Policy expressly provides authorization: international, cultural, and economic development programs; community events, festivals, and celebrations; miscellaneous employee benefits; employee recognition; and funding for conference attendance. The Council may also provide specific authorization regarding any other expenditure.

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