



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
FEBRUARY 28, 2024  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

**IN MEMORIAM**

Moment Of Silence Honoring The Three Burnsville First Responders  
Who Lost Their Lives In The Line of Duty

Open forum

***Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2633 283 0960 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 February 13, 2024; and (2) City Council Meeting of February 13, 2024

**AGENDA APPROVAL**

1. Approval of the Agenda

**PRESENTATIONS**

2. Richfield Police K-9 Badging Ceremony
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department to participate in the Joint Community Police Partnership (JCPP) program from January 1, 2024, through December 31, 2026.  
Staff Report No. 26
  - B. Consider extending American Rescue Plan Act funding contracts with VEAP from March 31, 2024 to June 30, 2024, and with the Conflict Resolution Center to September 30, 2024.  
Staff Report No. 27

- C. Consider approval of the bid tabulation and authorize the Mayor and City Manager to execute a contract with Valley Paving, Inc., for the Safe Routes to School 71st Street sidewalk project in the amount of \$150,820, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

Staff Report No. 28

- D. Consider approval of resolution authorizing execution of MnDOT Agreement #1055391 for the disbursement of state general obligation bond funding for the 71st Street Safe Routes to School sidewalk project.

Staff Report No. 31

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

### **PUBLIC HEARINGS**

- 5. Public hearing and consideration of the adoption of a resolution specifying the use of funds from the Urban Hennepin County Community Development Block Grant allocation for 2024 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third-party agreements.

Staff Report No. 29

### **PROPOSED ORDINANCES**

- 6. Consider the approval of the second reading of ordinances 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. 30

- 7. Consider the first reading of an ordinance amending the current City Charter based on the Charter Commission's recommendations.

Staff Report No. 33

### **OTHER BUSINESS**

- 8. Consider the approval of Agreements with non-profit organizations to provide social services to the City of Richfield and authorize the City Manager to execute Agreements with those agencies.

Staff Report No. 32

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

- 9. City Manager's Report

### **CLAIMS AND PAYROLLS**

- 10. Claims and Payroll

### **COUNCIL DISCUSSION**

- 11. Hats Off to Hometown Hits

- 12. Adjournment

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



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

### February 13, 2024

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| <b>CALL TO ORDER</b> |
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Mayor Pro Tempore Trautmann called the work session to order at 5:08 p.m. in the Bartholomew Room.

*Council Members Present:* Simon Trautmann, Mayor Pro Tempore; Sharon Christensen; Sean Hayford Oleary; and Ben Whalen

*Council Members Absent:* Mary Supple, Mayor

*Staff Present:* Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Melissa Poehlman, Community Development Director, Jay Henthorne, Public Safety Director; Kristin Asher, Public Works Director; Karl Heumiller, Recreation Services Director; Mike Dobesh, Fire Chief; and Chris Swanson, Management Analyst

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| <b>ITEM #1</b> | <b>PRESENTATION OF THE 2023 STRATEGIC PLAN PROGRESS REPORT.</b> |
|----------------|---|

City Manager Rodriguez introduced the topic and Management Analyst Chris Swanson. Analyst Swanson presented the progress on the 2023 Strategic Plan Progress Report. He talked about the history of how the report was created, the input from the community, staff, and council that went into the report and what the report measures. Analyst Swanson spoke about the progress that has been made on the five strategic priorities. He specifically detailed some of the successes of the past year and some of the areas of disruption that staff is experiencing, specifically with staffing, in accomplishing those goals. He talked about what the next year will look like for the strategic plan work.

Council Member Whalen asked to define the progress bar and what that percentage captures. Analyst Swanson said the progress bars show the number of tasks completed for each initiative and priority. He said staff are still working to capture all the work done in an effective manner. He noted a majority of the tasks are still undone but that this shows some of the initial planning work that is being completed.

Mayor Pro Tempore Trautmann thanked staff for the work on the plan and asked if the dashboard, specifically the progress bars, were helpful metrics for staff. City Manager Rodriguez said that those are the conversations staff are having now. She noted that staff are still evaluating and learning the software. She noted that there were more actions early on so the progress may seem a bit further along. Analyst Swanson mentioned that he thought this was helpful in guiding staff work and that it does help show the community the progress.

Analyst Swanson presented on the public facing dashboard and talked about some of the targets that council have set in the past year.

Council Member Whalen asked how the city has been promoting the dashboard to the community. Analyst Swanson said that staff have been promoting the progress in the Richfield Recap after the quarterly presentation to council. He noted that there were 4,596 visits to the dashboard in 2023 and many of those visits are driven in the quarterly updates.

Council Member Hayford Oleary asked if the KPIs will be updated if it is recognized that some may not be attainable. City Manager Rodriguez said that is something staff are talking about now and can plan to discuss more at the two-year mark.

City Manager Rodriguez went over the full report with council. She did not the 39 percent listed as done in the report may be overstated due to the way the action items are reported. Said this is something staff will be reviewing in the coming weeks. She talked about the progress made and where there are disruptions. She had the various directors provide updates on the specific items. This included updates on finances, community development, human resources, and technology.

Council Member Whalen asked about updates on the economic development work being done by the economic development manager. Director Poehlman outlined the work being done. She talked about the business and housing inventory currently in process and about the sewer access charge (SAC) program recently created. She spoke about how the staff is meeting with the Richfield Chamber and Visit Richfield and is also working on redevelopment projects.

Mayor Pro Tempore Trautmann said he is excited to hear about the SAC program and would like additional information. Director Poehlman said she will send the HRA report on the item.

Council Member Whalen asked about the new housing sales tax and when it needs to be spent. Director Poehlman provided a timeline regarding the funds. She talked about how staff is still catching up to a lot of the legislation that was passed last year.

Director Asher talked about the progress on the assets management plan. She noted this work has been delayed due to the GIS coordinator position being vacant. Council Member Hayford Oleary asked what was included in the inventory. Director Asher said this encompasses all assets in parks except buildings as this is part of a larger planning process.

Director Huemiller talked about the focus work in Parks and Recreation, specifically the work around the Climate Action Plan. He spoke about the work that has been done on LEDs in city facilities and looking at electrifying the fleet. Council Member Whalen asked if anyone besides Xcel Energy provides fleet review. Director Huemiller said they are the main players in this work and that he will follow up if he gets any more information.

Assistant City Manager Thongvanh talked about some of the training programs being evaluated and what the next few years will look like in terms of recruitment, retention, and staffing. City Manager Rodriguez talked about some of the staffing graphs and what they show. She outlined some of the disruptions from staffing being seen in this area.

City Manager Rodriguez presented on the equity initiatives. She talked about how most of the disruption was a delay in getting the Equity Coordinator onboard. She spoke about some of the work being done by the new coordinator and how this is driving progress. She did note staff are not meeting some of the targets but are making progress. Council Member Whalen asked when to expect the equity toolkit, staff noted the plan is 2025. Mayor Pro Tempore Trautmann said he appreciated the truthful response about hiring in equity. He talked about how the city is building these systems.

City Manager Rodriguez provided some final comments. Council Member Whalen asked if there was any disruption we cannot recover from. Director Poehlman did note that some of the community development items may be less likely to be accomplished as much of this work is dependent on outside forces. She specifically talked about the current office space market and the volatility. City Manager Rodriguez said staff would have to evaluate that around the two-year mark. Council Member Hayford O'Leary noted that he liked the detail in the reports and that the narratives were very helpful when talking with the community.

City Manager Rodriguez moved the discussion onto the policy proposals. The Council presented their various policy proposals including regulating short-term rentals, evaluating ways to better support housing efficiency upgrades, defining "Downtown Richfield" name use in official contexts, consider establishing official boundaries for the area, clarify and establish liquor store names, and updating the city brand and website. Staff were able to ask questions of the council on the various policy proposals. City Manager Rodriguez talked about the next steps in the process as staff will provide additional information on the feasibility of each policy and the group will discuss what the council wishes to prioritize for the coming year.

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| <b>ADJOURNMENT</b> |
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Mayor Pro Tempore Trautmann adjourned the work session at 6:56 pm.

Date Approved: February 28, 2024

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Mary B. Supple  
Mayor

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Chris Swanson  
Management Analyst

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting

February 13, 2024

**CALL TO ORDER**

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

*Council Members Present:* Simon Trautmann, Mayor Pro Tempore; Sharon Christensen; Sean Hayford Oleary; and Ben Whalen

*Council Members Absent:* Mary Supple, Mayor

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Karl Huemiller, Recreation Services Director; and Chris Swanson, Management Analyst

**PLEDGE OF ALLEGIANCE**

Mayor Pro Tempore Trautmann led the Pledge of Allegiance.

**OPEN FORUM**

Mayor Pro Tempore Trautmann 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

There were no participants.

**APPROVAL OF MINUTES**

M/Hayford Oleary, S/Christensen to approve the minutes of the: (1) City Council Work Session of January 23, 2024; (2) Regular City Council Meeting of January 23, 2024.

Motion carried: 4-0

**ITEM #1**

**APPROVAL OF THE AGENDA**

M/Hayford Oleary, S/Christensen to approve the agenda.

Motion carried: 4-0

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| <b>ITEM #2</b> | <b>PROCLAMATION CELEBRATING BLACK HISTORY MONTH</b> |
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Mayor Pro Tempore Trautmann invited Commissioner Carol Kelly to accept the proclamation and read aloud the proclamation.

Commissioner Kelly accepted the proclamation on behalf of the Human Rights Commission.

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

- A. Consider approval of the renewal of the 2024 licenses for Off-Sale 3.2 Percent Malt Liquor doing business in Richfield (Staff Report No. 17)

Licenses to sell 3.2 Percent Malt Liquor – OFF Sale

- Richfield Minnoco
- Speedway #4196
- Speedway #4188
- Speedway #4191
- Speedway #4615

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

**RESOLUTION NO. 12180**

**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**

- D. Consider the approval of the first reading of an ordinance amending Section 925 – Nuisance 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)

**RESOLUTION NO. 12181**

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

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

Mayor Pro Tempore Trautmann asked if the Nine Mile Creek Watershed District grant related to the Richfield Bloomington Watershed District. City Manager Rodriguez noted it was a separate Watershed District.

Mayor Tempore Trautmann gave hats off to the City’s election judges.

Motion carried: 4-0

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

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| <b>ITEM #5</b> | <b>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)</b> |
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Council Member Whalen presented Staff Report No. 23.

Council Member Whalen asked if the establishments could admit or deny the allegations. City Attorney Tietjen responded the licensees could either admit to the violations and the Council would adopt the resolution, or they could deny the allegations and request a hearing at which point staff would get the hearing scheduled.

Council Member Whalen invited the representative from Lyndale Smokehouse LLC to approach the podium.

Tony Lawler, Lyndale Smokehouse LLC, stated they were not denying and were admitting fault.

Council Member Whalen invited the representative from Los Sanchez Taqueria to approach the podium.

Mr. Sergio Andrade and Mr. Santiago Sanchez admitted fault and apologized for what happened.

Mr. Sanchez indicated they were working to correct this situation so it did not happen again, which included alcohol compliance training.



Mr. Andrade stated they have read the best practices and would adopt a policy regarding alcohol sales. He noted part of the problem was that for many of their staff English was not their primary language, but now they were translating their policies into both English and Spanish. He acknowledged this was their second offense and understood this was a critical situation and he hoped they would not be before the Council again now that they had specific policies to deal with this.

Mayor Pro Tempore Trautmann thanked them for attending. He said [In Spanish] he was glad the applicant is here, as this is a building for everybody, not just for English speakers and asked if the Council had any discretion regarding the penalties. City Attorney Tietjen responded that the penalties were established by City resolution. Mr. Andrade responded he had read the resolution and he believed it did allow for Council discretion.

Support Services Manager Anderson noted Los Sanchez had passed their liquor compliance check in 2019 and failed it in November 2021 and again in December 2022, which was outside of the one year, so technically this was their third offense. City Attorney Tietjen noted it was within the Council's discretion to decide what the penalties were, but staff had provided some information for the Council to consider with respect to that.

Support Services Manager Anderson indicated a similar request was made by Mr. Sanchez last year, which the Council did not grant.

Council Member Hayford Oleary asked staff if the loss of sale date was an effective deterrent compared to penalties. Support Services Manager Anderson indicated it tended to create an environment where every ID was checked. She pointed out that when somebody was underage, their ID was vertical and if someone was over 21, their ID was horizontal, so no math needed to be done.

Council Member Hayford Oleary thanked the City Attorney for the clarification but given the information from public safety and even if this were a first offense, it would still be a five-day suspension. He believed Council should proceed with the recommended suspension. He thanked the owner for coming and hoped they would be doing better on this.

Council Member Christensen agreed with Council Member Hayford Oleary and indicated this was a learning curve and she hoped their employees would learn from it.

Mayor Pro Tempore Trautmann agreed with the previous comments and believed the Council had an obligation out of fairness to treat everyone equally and other restaurants in similar situations had not been shown that discretion.

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

**RESOLUTION NO. 12182**

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

**RESOLUTION NO. 12183**

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

Motion carried: 4-0

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| <b>ITEM #6</b> | <b>CONSIDER CITY COUNCIL’S APPROVAL OF THE MAYOR’S APPOINTMENT OF A HOUSING AND REDEVELOPMENT AUTHORITY COMMISSIONER. (STAFF REPORT NO. 24)</b> |
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Council Member Hayford Oleary presented Staff Report No. 24.

M/Hayford Oleary, S/Christensen to approve the Mayor’s appointment of Gordon Hanson as the Housing and Redevelopment Authority Commissioner for a five-year term expiring February 28, 2029.

Council Member Whalen indicated he was happy to see more applicants applying for these positions and encouraged the residents to apply for future openings on the Commissions.

Motion carried: 4-0

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| <b>ITEM #7</b> | <b>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)</b> |
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Council Member Christensen presented Staff Report No. 25.

M/Christensen, S/Whalen to accept the letter from Charter Commission transmitting the recommendations for proposed amendments to the Richfield City Charter; and adopt the Resolution authorizing notice of a public hearing including a summary of the proposed city charter amendments.

**RESOLUTION NO. 12184**

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

Mayor Pro Tempore Trautmann thanked everyone who was a part of this and noted a lot of work went into this and nothing was taken lightly.

Council Member Whalen noted that while it appeared they were making a huge overhaul, the vast majority of the changes were technical or grammatical.

Motion carried: 4-0

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| <b>ITEM #18</b> | <b>CITY MANAGER’S REPORT</b> |
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City Manager Rodriguez stated she had no report.

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

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|--|--------------------------|
| <b><u>U.S. BANK</u></b>                | <b><u>02/08/2024</u></b> |
| A/P Checks: 26440 – 326832             | \$2,136,172.80           |
| Payroll: 184882 – 185529 43754 - 43772 | <u>\$1,849,034.73</u>    |
| <b>TOTAL</b>                           | <b>\$3,985,207.53</b>    |

Motion carried: 4-0

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| <b>ITEM #10</b> | <b>HATS OFF TO HOMETOWN HITS</b> |
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Council Member Christensen gave a shout out to the nature center and their fabulous programs coming this spring.

Council Member Whalen gave a shout out to the youth commissioners and encouraged other youth to get involved.

Council Member Hayford Oleary thanked public works for dealing with a shopping cart which had been abandoned in his neighborhood.

Mayor Pro Tempore Trautmann noted Mayor Supple was feeling under the weather and hoped she would be feeling better soon. He gave a shout out to the Richfield public schools and Richfield High School and to Mrs. Whalen for making the high school great.

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| <b>ITEM #11</b> | <b>ADJOURNMENT</b> |
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M/Hayford Oleary, S/Whalen to adjourn the meeting at 7:42 p.m.

Motion carried: 4-0

Date Approved: February 28, 2024

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Mary B. Supple  
Mayor

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Chris Swanson  
Management Analyst

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Katie Rodriguez  
City Manager



**STAFF REPORT NO. 26**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY: Jay Henthorne, Director of Public Safety/Chief of Police  
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
2/20/2024  
OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW: Katie Rodriguez, City Manager  
2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department to participate in the Joint Community Police Partnership (JCPP) program from January 1, 2024, through December 31, 2026.**

**EXECUTIVE SUMMARY:**

Hennepin County has presented an agreement on behalf of the Hennepin County Human Services and Public Health Department to furnish a JCPP Community Liaison. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement. The agreement is a continuation of the 2023 agreement and covers the period of January 1, 2024, through December 31, 2026

**RECOMMENDED ACTION:**

**By motion: Approve an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The Richfield Police Department has, in the past, hired a Police Cadet with the funding supplied by Hennepin County. Beginning in 2020 there will be no funding available to hire a Cadet or CSO. The City of Richfield Police Department is responsible for 30% of the salary and benefits of an HSPHD Senior Administrative Assistant FTE not to exceed \$44,668.00 for 2024. Future amounts to be determined at a later date.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement.

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

- Hennepin County notified the City that they wished to renew the contract with the City of Richfield.
- The Public Safety/Police Department wishes to renew the contract with Hennepin County for the Joint

Community Police Partnership program.

**D. CRITICAL TIMING ISSUES:**

The agreement must be signed for the Joint Community Police Partnership program to continue.

**E. FINANCIAL IMPACT:**

The total cost of this agreement shall not exceed \$44,668.00 to be paid by The City of Richfield Police Department to Hennepin County Human Services and Public Health Department in accordance with the terms of the agreement. Future amounts will be determined at a later date.

**F. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The Council may choose to not approve the contract; however, the Police Department would then discontinue the JCPP program.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

| Description | Type               |
|-------------|--------------------|
| □ Agreement | Contract/Agreement |

## **COOPERATIVE AGREEMENT FOR JOINT COMMUNITY POLICE PARTNERSHIP**

This agreement (“Agreement”) is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), on behalf of the Hennepin County Human Services Department (“HSPHD”), and City of Richfield (“CITY”) on behalf of its Police Department (“PD”), 6700 Portland Avenue, Richfield, Minnesota 55423. The parties to this Agreement may also be referred to individually as “Party” or collectively as “Parties”.

The Parties agree as follows:

### **1. TERM OF THE AGREEMENT**

The term of the Agreement shall be from January 1, 2024, through December 31, 2026, unless terminated earlier in accordance with the provisions herein.

### **2. PROJECT/PROGRAM DEFINITION, PURPOSE**

- A. The Joint Community Police Partnership (“JCPP”) is a collaborative effort of the cities of Richfield, Hopkins, Bloomington, Brooklyn Park, Brooklyn Center, Edina, Crystal, New Hope, Robbinsdale and Hennepin County. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement.
- B. As part of its collaboration with JCPP, PD will provide police community outreach. PD will participate in outreach activities including community dialogues, culturally specific community events, New American Academies and Youth/Teen Academies.

### **3. FUNDING/PAYMENT**

- A. PD will provide funding, via its approved budget, for 30% of the salary and benefits of an HSPHD Senior Administrative Assistant FTE not to exceed \$44,668.00 for 2024. Future amounts to be determined at a later date.
- B. The Senior Administrative Assistant will be hired, employed, and equipped by HSPHD and participate in supervision and training by HSPHD in accordance with local, state and federal regulations.
- C. HSPHD shall, within thirty (30) calendar days following the last day of each quarter, submit an invoice to PD for 30% of the cost of one position assigned to the program.
- D. PD will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, PD will notify HSPHD within ten (10) days of

receiving the incorrect invoice. Upon receiving the corrected invoice from HSPHD, PD will make payment within thirty-five (35) days.

#### **4. DUTIES OF HSPHD**

Senior Administrative Assistant will:

- A. Meet regularly with police personnel to address community concerns.
- B. Organize community forums and workshops.
- C. Develop and organize community engagement initiatives.
- D. Organize and facilitate training for police and community.
- E. Facilitate the Multicultural Advisory Committee (“MAC”).

#### **5. DUTIES OF PD**

PD shall provide HSPHD with workspace including, work surfaces, desk chairs, guest chairs, access to conference rooms, interview rooms, lavatories, and break room facilities, telephone, fax service, and use of copy machine.

#### **6. LIABILITY/INDEMNIFICATION/DUTY TO NOTIFY**

- A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless the other Party (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Each Party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.
- B. Under no circumstances shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for the Parties may not be added together to determine the maximum amount of liability for any Party.
- C. Duty to Notify: Each Party shall promptly notify the other Party of any claim, action, cause of action or litigation brought against the notifying Party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this Agreement and shall also notify the other Party whenever there is a reasonable basis for believing that the notifying Party, its present and former officials, officers, agents, employees, volunteers or subcontractors, or the other Party, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising outof/or related to the services described in this Agreement.

## **7. INSURANCE**

Each Party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

## **8. WORKERS' COMPENSATION**

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are performing activities pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

## **9. INDEPENDENT PARTY**

- A. It is understood that the relationship between the Parties constitutes only the understandings set forth in this Agreement.
- B. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and CITY/PD, nothing is intended or should be construed as creating or establishing the relationship of a partnership or joint venture between the Parties or as constituting CITY/PD as the agent, representative, or employee of COUNTY for any purpose. CITY/PD is and shall remain an independent contractor with respect to all services performed under this Agreement. CITY/PD's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CITY/PD's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against CITY/PD's, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

## **10. NONDISCRIMINATION**

Each Party agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected



status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

#### **11. NO THIRD PARTY**

Except as herein specifically provided, no other person, customer, employee, or invitee of COUNTY, CITY, or PD or any other third party shall be deemed to be a third-party beneficiary of any of the provisions herein.

#### **12. DATA PRIVACY**

Each Party and their respective officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy, confidentiality, disclosure of medical records or other health and enrollment information, and as any of the same may be amended. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

#### **13. PROGRAM STATISTICAL INFORMATION**

Each Party agrees to maintain such statistical records relating to services as shall be necessary, appropriate, and convenient for the proper administration of this Agreement.

#### **14. MERGER, MODIFICATION, AND SEVERABILITY**

- A. The entire Agreement is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, or modifications of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in the Agreement including but not limited to Liability / Indemnification / Duty to Notify; Insurance; Workers' Compensation; Merger, Modification and Severability; Cancellation or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
- D. The Parties are each bound by their own electronic signature(s) on this Agreement,

and each agrees and accepts the electronic signature of the other Party.

**15. CANCELLATION**

- A. This Agreement may be canceled with or without cause by either Party upon thirty (30) days written notice.
- B. If HSPHD has reason to believe that the safety or well-being of Senior Administrative Assistant may be endangered by actions of PD, its agents, and/or employees, HSPHD may terminate the Agreement immediately.

**16. NOTICES**

Any notice or demand which must be given or made by a Party hereto under the terms of this Agreement or any statute, rule, regulation or ordinance shall be in writing, and shall be sent via registered or certified mail. Notice to HSPHD shall be sent to COUNTY Administration at the address listed in the opening paragraph of this Agreement, with a copy to HSPHD as described below. Notice to CITY/PD shall be sent to one of the following addresses:

PD  
 Jay Henthorne  
 Director of Public Safety/Chief of Police  
 Richfield Police Department  
 6700 Portland Avenue  
 Richfield, Minnesota 55423

HSPHD  
 Nathan Howard  
 Professional Services Supervisor  
 Hennepin County  
 6125 Shingle Creek Parkway  
 Brooklyn Center, MN 55430

**17. MARKETING AND PROMOTIONAL LITERATURE**

CITY/PD shall notify COUNTY prior to publication, release, or occurrence of any Outreach (as defined below). The Parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of CITY/PD (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

**18. MINNESOTA LAWS GOVERN**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

**19. SURVIVAL OF PROVISIONS**

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: LIABILITY/INDEMNIFICATION/DUTY TO NOTIFY; INSURANCE; WORKERS' COMPENSATION; INDEPENDENT PARTIES; DATA PRIVACY; MERGER, MODIFICATION, AND SEVERABILITY; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

(The remainder of this page intentionally left blank.)

**HENNEPIN COUNTY ADMINISTRATOR APPROVAL  
COOPERATIVE AGREEMENT**

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the  
County Attorney's Office

\_\_\_\_\_

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

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
County Administrator

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

Reviewed by

By: \_\_\_\_\_  
County Administration Clerk

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

Reviewed by

By: \_\_\_\_\_  
Deputy County Administrator

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

CITY OF RICHFIELD:

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

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

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

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

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

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



**STAFF REPORT NO. 27**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY:  
DEPARTMENT DIRECTOR REVIEW:

Julie Urban, Asst. Community Development Director  
Melissa Poehlman, Community Development Director  
2/14/2024

OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider extending American Rescue Plan Act funding contracts with VEAP from March 31, 2024 to June 30, 2024, and with the Conflict Resolution Center to September 30, 2024.**

**EXECUTIVE SUMMARY:**

On March 22, 2023, the City Council awarded \$81,854.56 in American Rescue Plan Act (ARPA) funds to VEAP and \$30,000 to the Conflict Resolution Center. The term of the contracts runs from April 1, 2023, to March 31, 2024. Both organizations have requested an extension of the contracts.

VEAP offers housing advocacy, financial assistance, case management, and resource navigation for economically-disadvantaged households. VEAP has spent \$23,755.32 of its contract to-date, with \$58,099.24 remaining. VEAP has adjusted its reporting and application process and increased marketing efforts in order to more efficiently use the awarded funds. They are requesting an extension until June 30, 2024, to complete the expenditure of funds.

The Conflict Resolution Center (CRC) proposed to provide conflict resolution training, restorative circles, resource navigation, and mediation services for apartment residents. CRC has spent \$5,530.95 of ARPA funds to-date, with \$24,469.05 remaining. Building relationships with apartment managers has taken more time and proven more challenging than anticipated. CRC is shifting their efforts to offering eviction prevention seminars and other resources for apartment residents, and they are requesting an extension until September 30, 2024, to continue this work.

With the contract extension, the organizations will still be within the required spending deadlines. ARPA rules require all funds to be committed by December 31, 2024 and spent by December 31, 2026.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution authorizing the Mayor and City Manager to execute contract amendments with VEAP, Inc., and the Conflict Resolution Center, extending contract end-dates to June 30, 2024, and September 30, 2024, respectively.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- The City was allocated \$3.972 million in Coronavirus Local Fiscal Recovery Funds under ARPA in 2021 to assist the City in the recovery from the COVID-19 pandemic. The Council allocated \$420,000 of these

funds to social services agencies for direct service to community members disproportionately impacted by the pandemic.

- On December 15, 2022, the City issued a Request for Proposals (RFP) for \$150,000 of ARPA social services funds, seeking proposals from non-profit organizations that provide services and activities that help mitigate the negative impacts caused by the pandemic on economically disadvantaged Richfield community members. Several priorities were identified for the funds, including: promoting housing security and stability, promoting healthy childhood environments, promoting healthy and safe living environments, promoting economic stability, improving healthy food access, building strong communities, and reducing racial disparities.
- On March 14, 2024, the Council approved contracts with seven non-profit organizations, include VEAP and CRC, awarding \$160,000 in ARPA funds.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

- ARPA funds were specifically dedicated to address equity by focusing on the needs of residents disproportionately impacted by the COVID-19 pandemic. People disproportionately impacted included Black, Indigenous, and People of Color (BIPOC) and people with low incomes.
- In the first three quarters of VEAP's contract they have served 32 households. All of the households were economically disadvantaged and 75% were BIPOC.
- In the first three quarters of CRC's contract they have served 5 households and all were BIPOC.
- The contracts are for services consistent with the City's strategic plan initiatives: Community Development (maintaining affordability) and Equity and Inclusion.

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

The final ARPA rules provide flexibility to the City in determining how to spend the funds, and the Council determined that it was important to provide some direct support to the community and to those community members disproportionately impacted by the pandemic.

**D. CRITICAL TIMING ISSUES:**

ARPA funds must be obligated by December 31, 2024 and spent by December 31, 2026.

**E. FINANCIAL IMPACT:**

\$420,000 in ARPA funds were designated for social services. Of that amount, \$266,000 has been committed and \$171,000 spent. The remaining \$154,000 will be designated for additional social services in 2024.

**F. LEGAL CONSIDERATION:**

The proposed extensions meet required commitment and expenditure deadlines.

**ALTERNATIVE RECOMMENDATION(S):**

Decide not to extend the contracts.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

NA

**ATTACHMENTS:**

| Description  | Type              |
|--------------|-------------------|
| ▢ Resolution | Resolution Letter |

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

**RESOLUTION APPROVING AN EXTENSION OF AMERICAN RESCUE PLAN ACT  
CONTRACTS WITH VEAP AND CONFLICT RESOLUTION CENTER**

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”), which included \$65 billion in recovery funds for cities across the country; and

WHEREAS, on June 28, 2022, the City of Richfield received its final allocation of ARPA funds in the amount of \$1,986,423.23, bringing the total amount of ARPA funds received by the City to \$3,972,846.46; and

WHEREAS, on March 22, 2022, the City Council awarded \$120,000 in ARPA funds to VEAP and Cornerstone Advocacy Services for immediate pandemic relief social service needs; and

WHEREAS, on September 13, 2022, the City Council approved various project proposals for ARPA funds and designated an additional \$300,000 to social services; and

WHEREAS, on December 15, 2022, the City issued a Request for Proposals (RFP) seeking proposals from non-profit organizations to provide social services and activities to community members negatively impacted by the COVID-19 pandemic; and

WHEREAS, on March 14, 2023, the City awarded contracts in the amount of \$201,854.56 to seven organizations, including VEAP and the Conflict Resolution Center, to provide services and activities consistent with the priorities of the City’s RFP; and

WHEREAS, VEAP and the Conflict Resolution Center have requested contract extensions to enable them to complete the services proposed in their contracts; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council agrees to extend VEAP’s contract to June 30, 2024, and to extend the Conflict Resolution Center’s contract to September 30, 2024.
2. The Mayor and the City Manager are hereby authorized to execute contract amendments granting these extensions.
3. This resolution shall be in full force and effect as of the date hereof.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2024.

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Mary B. Supple, Mayor

ATTEST:

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Dustin Leslie, City Clerk





**STAFF REPORT NO. 28**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY:  
 DEPARTMENT DIRECTOR REVIEW:

Jake Whipple, Civil Engineer  
 Kristin Asher, Public Works Director  
 2/20/2024

OTHER DEPARTMENT REVIEW:  
 CITYMANAGER REVIEW:

N/A  
 Katie Rodriguez, City Manager  
 2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of the bid tabulation and authorize the Mayor and City Manager to execute a contract with Valley Paving, Inc., for the Safe Routes to School 71st Street sidewalk project in the amount of \$150,820, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**

**EXECUTIVE SUMMARY:**

The City has received funding from MNDOT's Safe Routes to School program to construct approximately 900' of sidewalk along the north side of 71st Street between Elliot and 12th Avenue S within City right-of-way. This project is located south of Richfield STEM and Dual Language Schools. The proposed sidewalk will be constructed with a boulevard between the back of curb and the sidewalk, which will help to improve safety for sidewalk users.

**RECOMMENDED ACTION:**

By motion:

- **Approve the bid tabulation and authorize the Mayor and City Manager to execute a contract with Valley Paving, Inc., for the Safe Routes to School 71st Street sidewalk project in the amount of \$150,820, and**
- **Authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

See executive summary.

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**Equity:** Executing an agreement like this is standard city business. The Safe Routes to School program as a whole advances equity by creating improved non-motorized routes to school that help promote active transportation and provide alternative forms of transportation for students to get to school on time and ready to learn.

**Strategic Plan:** Authorizing this agreement will drive progress towards sustainable infrastructure financing and climate resilience by leveraging availability of state-funded grant programs to improve active transportation infrastructure within the city.

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

- Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder.
- This project is identified in the City's Pedestrian Master Plan.

**D. CRITICAL TIMING ISSUES:**

- Public Works staff is in communications with the prospective contractor about the project schedule.
- Award of the contract at the February 28, 2024 City Council meeting will allow the contractor to begin ordering construction materials and will ensure project completion by the end of Summer 2024.
- The construction contract cannot be executed until the grant award agreement with State Aid is finalized. The grant award agreement is a separate item for City Council approval at this meeting.
- Once the grant award agreement is finalized, staff will request that the City Manager and Mayor execute the construction contract.

**E. FINANCIAL IMPACT:**

- Nine bids were opened and read aloud at the bid opening on January 12, 2024, ranging from \$150,820 to \$239,457.
- The engineer's estimate for the Project was \$202,308.
- Funding for the Safe Routes to School 71st Street sidewalk project will come primarily from MNDOT's Safe Routes to School grant funding account.
- The original amount of the grant award from State Aid was \$173,000. The actual award will be for the full project bid amount of \$150,820, though grant funding up to \$173,000 will be available if construction costs increase.
- Design and engineering are not eligible uses of the Safe Routes to School grant funding. These portions of the project are being paid using Franchise Fees.
- Sources and Uses for the project are attached.

**F. LEGAL CONSIDERATION:**

- The bid opening held on January 12, 2024 was in accordance with legal requirements.
- The ad for bid was published on December 14, 2023 in the Sun Current.
- The City Attorney will review the final construction contract prior to execution by the Mayor and City Manager.

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

| Description                            | Type            |
|--|-----------------|
| ▢ Bid Tab                              | Backup Material |
| ▢ Sources and Uses                     | Backup Material |
| ▢ 71st Street Sidewalk Project Extents | Backup Material |

**CITY OF RICHFIELD, MINNESOTA**

Bid Opening  
January 12, 2024  
10:45 a.m.

71<sup>st</sup> Street Safe Routes to School  
Bid No. 24-01

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Dustin Leslie who announced that the purpose of the meeting was to receive; open and read aloud bids for the 71<sup>st</sup> Street Safe Routes to School project, as advertised in the official newspaper on December 14, 2023.

Present:       Dustin Leslie, City Clerk  
                  Chris Swanson, Executive Department  
                  Jake Whipple, Civil Engineer  
                  Matt Hardegger, Transportation Engineer  
                  Karen Anderson, Consultant  
                  David Hutton, Consultant

The following bids were submitted and read aloud:

| Bidder's Name                | Bond | Non-Collusion | Intent to Comply | Responsible Contractor Certificate | Total Bid    |
|------------------------------|------|---------------|------------------|------------------------------------|--------------|
| Valley Paving, Inc           | Yes  | Yes           | Yes              | Yes                                | \$150,820.00 |
| McNamara Contracting         | Yes  | Yes           | Yes              | Yes                                | \$154,000.00 |
| Sunram Construction, Inc.    | Yes  | Yes           | Yes              | Yes                                | \$160,715.00 |
| Q3 Contracting, Inc.         | Yes  | Yes           | Yes              | Yes                                | \$179,469.05 |
| Pember Companies, Inc.       | Yes  | Yes           | Yes              | Yes                                | \$179,831.35 |
| Minger Construction Co. Inc. | Yes  | Yes           | Yes              | Yes                                | \$188,422.00 |
| Ti-Zack Concrete, LLC        | Yes  | Yes           | Yes              | Yes                                | \$197,142.08 |
| Urban Companies              | Yes  | Yes           | Yes              | Yes                                | \$238,575.00 |
| Clark Companies              | Yes  | Yes           | Yes              | Yes                                | \$239,457.00 |

The City Clerk announced that the bids would be tabulated and considered at the February 13, 2024 City Council Meeting.



\_\_\_\_\_  
Dustin Leslie, City Clerk

71st Street SRTS Sidewalk  
 Richfield Project No.  
 SAP Nos.

41080  
 157-591-002

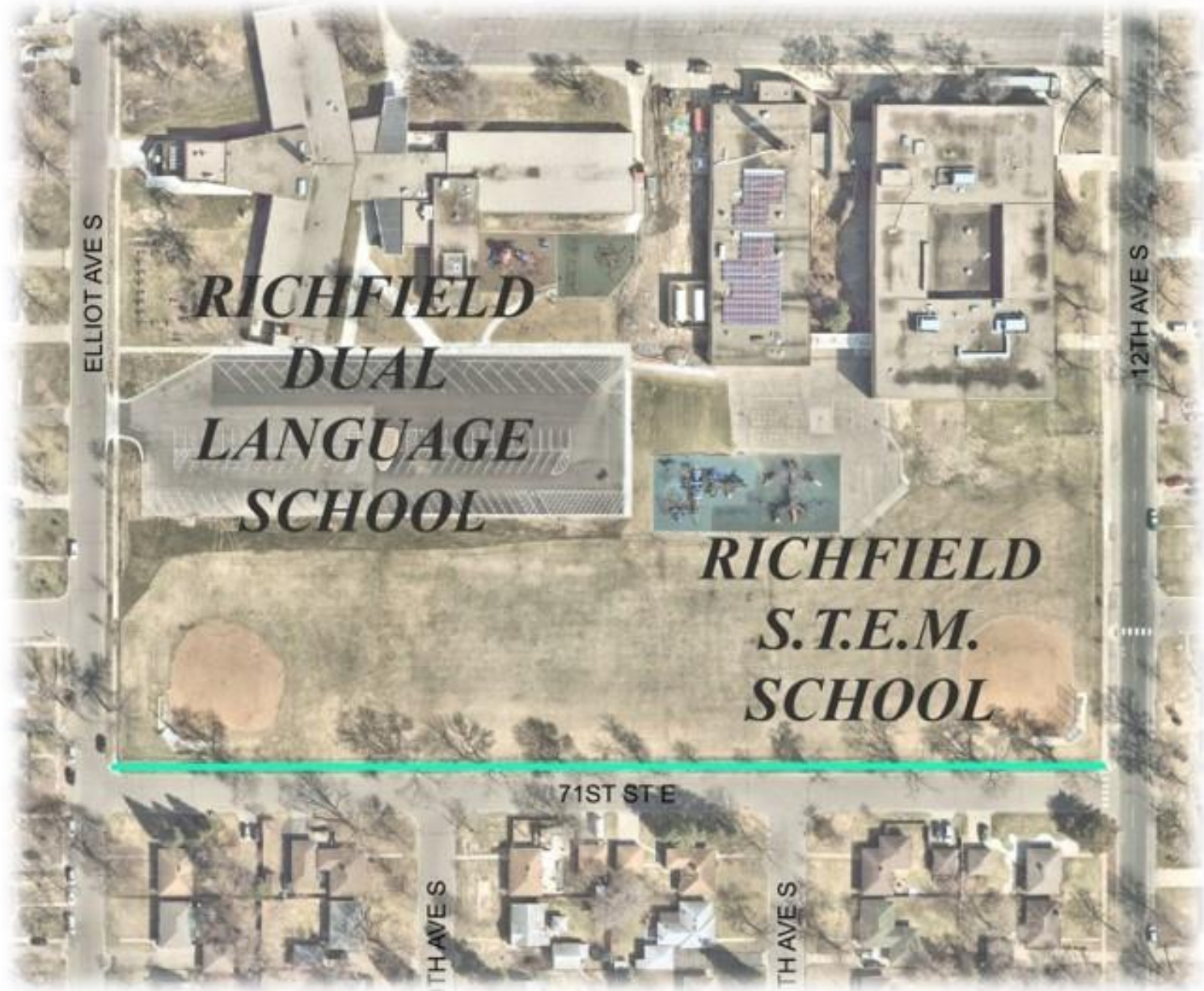
Sources and Uses Tracking

|                                   |                                      | Council Action   |
|-----------------------------------|--------------------------------------|------------------|
|                                   |                                      | Contract Award   |
| <b>Planned Construction Year:</b> |                                      | 2024             |
| <b>Estimated Uses:</b>            |                                      |                  |
|                                   | Design                               | \$24,484         |
|                                   | Construction                         | \$150,820        |
|                                   | Change Orders                        | \$0              |
|                                   | Right of Way                         | \$0              |
|                                   | Legal                                | \$1,000          |
|                                   | Construction Admin/Engineering/Staff | \$10,000         |
|                                   | Contingency                          | \$3,016          |
|                                   |                                      | 2% Contingency   |
|                                   | <b>Total Uses</b>                    | <b>\$189,320</b> |
| <b>Sources:</b>                   |                                      |                  |
|                                   | SRTS Grant                           | \$150,820        |
|                                   | Franchise Fees                       | \$44,000         |
|                                   |                                      |                  |
|                                   |                                      |                  |
|                                   | <b>Total Sources</b>                 | <b>\$194,820</b> |
|                                   | Difference                           | \$5,500          |

Notes

|             |
|-------------|
| Low Risk    |
| Medium Risk |
| High Risk   |

# 71<sup>ST</sup> STREET SIDEWALK (2024)





**STAFF REPORT NO. 31**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY: Matt Hardegger, Transportation Engineer  
DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director  
2/20/2024  
OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW: Katie Rodriguez, City Manager  
2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of resolution authorizing execution of MnDOT Agreement #1055391 for the disbursement of state general obligation bond funding for the 71st Street Safe Routes to School sidewalk project.**

**EXECUTIVE SUMMARY:**

The City has received funding from MNDOT's Safe Routes to School program to construct approximately 900' of sidewalk along the north side of 71st Street between Elliot and 12th Avenue S within City right-of-way. This project is located south of STEM and Dual Language School. The proposed sidewalk will be constructed with a boulevard between back of curb and the walk, this will help to provide safety to the pedestrians.

MnDOT's Safe Routes to School infrastructure funding is financed by state general obligation bond funding, which carries with it statutory obligations for the users and requires a council resolution accepting the terms of the funding as part of the grant agreement process.

**RECOMMENDED ACTION:**

**By Motion: Approve the resolution authorizing execution of MnDOT Agreement #1055391 for the disbursement of state general obligation bond funding for the 71st Street Safe Routes to School sidewalk project.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Richfield was awarded a grant of up to \$173,000 in February 2022 through MnDOT's 2021 Safe Routes to School infrastructure funding solicitation. That solicitation was created using general obligation bond funds appropriated in the 2020 legislative session. Projects that utilize state bond funding are required to execute an agreement with MnDOT and resolution agreeing to the terms of the grant agreement in order to have eligible project expenditures reimbursed.

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

**Equity:** Executing an agreement like this is standard city business. The Safe Routes to School program as a whole advances equity by creating improved non-motorized routes to school that help promote active transportation and provide alternative forms of transportation for students to get to school on time and ready to learn.

**Strategic Plan:** Authorizing this agreement will drive progress towards sustainable infrastructure financing and

climate resilience by leveraging availability of state-funded grant programs to improve active transportation infrastructure within the city.

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

This project is identified in the City's Pedestrian Master Plan. The Safe Routes to School program is established and governed by Minnesota Statutes, Section 174.40.

**D. CRITICAL TIMING ISSUES:**

This agreement must be executed prior to construction of the project and is typically executed concurrently with the award of contract, which is also taking place at this meeting.

**E. FINANCIAL IMPACT:**

- The grant agreement authorizes MnDOT to disburse \$150,820 of bond funding to the City of Richfield to construct the 71st Street sidewalk, on a reimbursable basis.
- The final grant amount is based on the the low bid prices for the project, and can be modified if actual construction costs exceed this amount, up to a maximum of \$173,000.

**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               |
|--------------------------------------|--------------------|
| ☐ MnDOT Agreement 1055391            | Contract/Agreement |
| ☐ MnDOT Agreement 1055391 Resolution | Resolution Letter  |
| ☐ Project Extents                    | Exhibit            |

**SAFE ROUTES TO SCHOOL (SRTS) PROGRAM  
GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.40 and pursuant to Minnesota Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of Richfield  
6700 Portland Ave S  
Richfield, MN 55423

Contact Person/Title: Joe Powers, City Engineer

2. Project(s):

| Name of Project & Project Number (See Exhibit C for location) | Amount of SRTS Funds | Amount of Required Matching Funds | Completion Date   |
|---|----------------------|-----------------------------------|-------------------|
| SAP 157-591-002<br>71 <sup>st</sup> Street SRTS<br>Sidewalk   | \$150,820.00         | \$0.00                            | December 31, 2028 |

3. Total Amount of SRTS Grant for all projects under this Agreement: \$150,820.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A Completed Sources and Uses of Funds Schedule  
Exhibit B Project Schedule  
Exhibit C Bond Financed Property Certification  
Exhibit D Grant Application  
Exhibit E Grantee Resolution Approving Grant Agreement  
Exhibit F General Terms and Conditions



5. Additional requirements, if any:
  
6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

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

Title: Mayor

Date: February 13, 2024

By: \_\_\_\_\_  
State Aid Programs Manager

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

**Office of Contract Management**

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

Title: City Manager

Date: February 13, 2024

By: \_\_\_\_\_  
Contract Administrator

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

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

| <b>SOURCES OF FUNDS</b>       |                     | <b>USES OF FUNDS</b>                               |                     |
|-------------------------------|---------------------|--|---------------------|
| <b>Entity Supplying Funds</b> | <b>Amount</b>       | <b>Expenses</b>                                    | <b>Amount</b>       |
| <b>State Funds:</b>           |                     | <b>Items Paid for with SRTS</b>                    |                     |
| SRTS Grant (SAAS Acct 350)    | \$150,820.00        | <b>Grant Funds:</b>                                |                     |
|                               |                     | Construction of sidewalk and crossing improvements | \$150,820.00        |
| Other:                        |                     |  |                     |
|                               | \$                  |  | \$                  |
|                               | \$                  |  | \$                  |
|                               | \$                  |  | \$                  |
| Subtotal                      | \$150,820.00        | Subtotal   | \$150,820.00        |
| <b>Public Entity Funds:</b>   |                     | <b>Items paid for with Non-SRTS Grant Funds:</b>   |                     |
| Matching Funds                | \$0.00              |  | \$                  |
| Other:                        |                     |  | \$                  |
|                               | \$                  |  | \$                  |
|                               | \$                  |  | \$                  |
|                               | \$                  |  | \$                  |
| Subtotal                      | \$0.00              | Subtotal   | \$0.00              |
| <b>TOTAL FUNDS</b>            | <b>\$150,820.00</b> | <b>TOTAL PROJECT COSTS</b>                         | <b>\$150,820.00</b> |

**EXHIBIT B**

PROJECT SCHEDULE

Award Date: February 13, 2024  
Construction Start Date: June 10, 2024  
Construction Substantial Complete Date: July 31, 2024  
Contract Final Completion Date: December 31, 2028

**EXHIBIT C**

**BOND FINANCED PROPERTY CERTIFICATION**

State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Hennepin, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Safe Routes to School Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated \_\_\_\_\_, 20\_\_; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: \_\_\_\_\_, 20\_\_

City of Richfield  
*a political subdivision of the State of Minnesota*

By: \_\_\_\_\_  
Name: Mary Supple  
Title: Mayor

By: \_\_\_\_\_  
Name: Katie Rodriguez  
Title: City Manager

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

The project consists of a six-foot-wide sidewalk constructed six feet behind the existing curb on the north side of 71<sup>st</sup> Street from Elliot Avenue to 12<sup>th</sup> Avenue in the City of Richfield, including a pedestrian curb ramp in the southeast corner of the northern intersection of 71<sup>st</sup> Street and Elliot Avenue, pedestrian curb ramps in the northwest and northeast corner of the southern intersection of 71<sup>st</sup> Street and Elliot Avenue, a pedestrian curb ramp in the northeast corner of 71<sup>st</sup> Street and 10<sup>th</sup> Avenue, a pedestrian curb ramp in the northeast corner of 71<sup>st</sup> Street and 12<sup>th</sup> Avenue, a pedestrian curb in the northwest corner of the intersection of 71<sup>st</sup> Street and 12<sup>th</sup> Avenue.

## RIGHT-OF-WAY AND UTILITY EASEMENT

THIS INSTRUMENT is made by Independent School District No. 280, Richfield Public Schools, a body corporate and politic in the State of Minnesota ("Owner"), in favor of the City of Richfield, a Minnesota municipal corporation ("City") (together with Owner referred to herein as the "Parties" or each a "Party").

### Recitals

- A. Owner is the fee owner of the certain real property located at 7020 12th Avenue South and at 7001 Elliot Avenue South, in Richfield, Hennepin County, Minnesota, (PID Nos. 35-028-24-21-0002 and 35-028-24-21-0001) and legally described on the attached Exhibit A (collectively, the "Property").
- B. Owner desires to grant to the City a perpetual, non-exclusive right-of-way and utility easement, according to the terms and conditions contained herein.

### Terms of Easement

1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Instrument.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Owner, Owner grants and conveys to the City a permanent, non-exclusive easement for public right-of-way and utility purposes over the portions of the Property legally described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area").
3. Scope of Easement. The above-described easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of locating, constructing, reconstructing, operating, maintaining, improving, inspecting, altering, and repairing a roadway, sidewalk, utility improvements including water, sanitary sewer, and storm sewer and other utility improvements, and other public facilities or improvements of any type that are not inconsistent with use as a public right-of-way, within the Easement Area. The City's easement rights herein include the right to permit private utilities within the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area such improvements, trees, shrubs, or other vegetation, and to prohibit obstructions and grading alterations as in the City's judgment unreasonably interfere with the easement or the function of the facilities located therein. In the event any installation, maintenance, or repair by the City to the City's right of way or utilities within the Easement Area disturbs any of Owner's structures, landscaping, or other improvements, the City shall promptly restore the same to its condition immediately prior to such disturbance.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Easement Area or the Property prior to the date of this Instrument.

5. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Owner, its successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

*[The rest of this page left intentionally blank; signatures to follow on next page]*



Dated this 7<sup>th</sup> day of August, 2023.

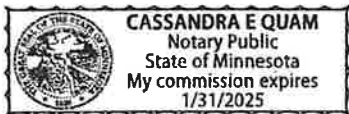
**OWNER:**

By: Paula Cole  
Paula Cole, Board Chair

By: Crystal Brakke  
Crystal Brakke, Board Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN   )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2023, by Paula Cole and Crystal Brakke, the Board Chair and the Board Clerk, respectively, of Independent School District No. 280, Richfield Public Schools, a body corporate and politic in the State of Minnesota, Owner.



Cassandra E Quam  
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered  
Fifth Street Towers, Suite 700  
150 South Fifth Street  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A**

Legal Description of the Property

That Part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 28, North, Range 24 West of the 4th Principal Meridian lying North of Zubert's Elliot Avenue Addition except the West 325.3 feet thereof.

## **EXHIBIT B**

### Legal Description of the Easement Area

A permanent road, utility, and sidewalk easement over, under, and across the northerly 33.00 feet AND the easterly 33.00 feet AND the westerly 30.00 feet AND the southerly 35.00 feet of the following property:

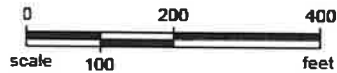
That Part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 28, North, Range 24 West of the 4th Principal Meridian lying North of Zubert's Elliot Avenue Addition except the West 325.3 feet thereof.

## EXHIBIT C

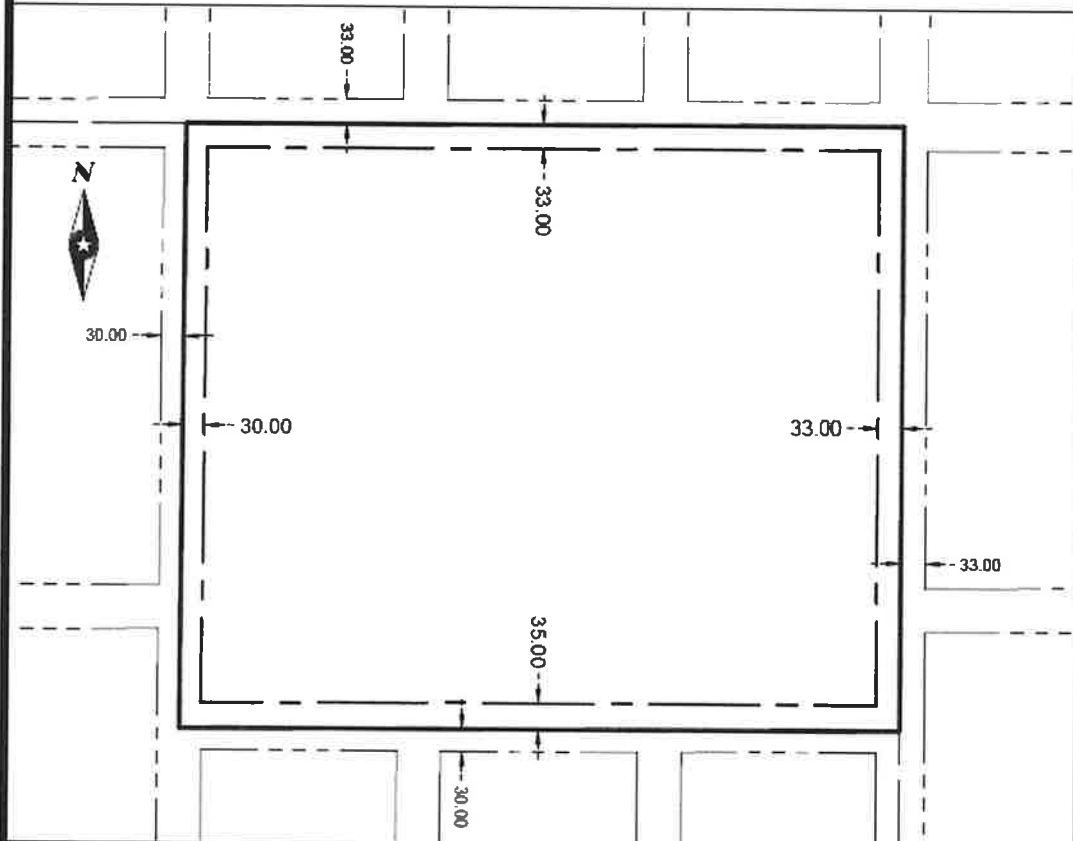
### Depiction of the Easement Area

A Permanent road, utility, and sidewalk easement over, under, and across the northerly 33.00 feet AND the easterly 33.00 feet AND the westerly 30.00 feet AND the southerly 35.00 feet of the following property:

That Part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 28, North, Range 24 West of the 4th Principal Meridian lying North of Zubert's Elliot Avenue Addition except the West 325.3 feet thereof.



ORIENTATION OF THIS BEARING SYSTEM IS  
 BASED ON THE HENNEPIN COUNTY  
 COORDINATE SYSTEM, NAD83 (2011 ADJ)



#### EASEMENT EXHIBIT FOR: PID 3502824210002 & 3502824210001

**RICHFIELD  
 HENNEPIN  
 MINNESOTA**

SEH Project RICHF 170899  
 Drawn By TSB  
 Designed By TSB  
 Checked By TSB

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

THEODORE S BROWN  
 DATE 7/14/2023

LICENSE NO. 51678



**EXHIBIT D**

GRANT APPLICATION

Attach the grant application for the project

Form Name: Minnesota State Safe Routes to School Program: Infrastructure Solicitation Application  
Submission Time: January 13, 2022 11:56 am  
Browser: Firefox 96.0 / Windows  
IP Address: 156.142.185.30  
Unique ID: 912642648  
Location: 44.9064, -93.2406

## Minnesota State Safe Routes to School Program: Infrastructure Solicitation Application

---

### I. Project Information (i)

---

#### A. Applicant Information

|                    |   |
|--------------------|---|
| Name               | Ben Manibog   |
| Email              | bmanibog@richfieldmn.gov                                  |
| Phone              | (612) 861-9792  |
| Agency name        | City of Richfield   |
| Agency type        | State Aid City  |
| Address            | 1901 E 66th St<br>Richfield, MN 55423                     |
| County             | Hennepin  |
| MnDOT district     | Metro District  |
| School district(s) | Richfield Public Schools Independent School District #280 |

#### B. Sponsoring Agency Information

---

#### C. Project Funding

|  |                               |
|--|-------------------------------|
| SRTS Program Request                   | 173000                        |
| Federal funding amount                 | 0                             |
| State funding amount (other than SRTS) | 0                             |
| Local county funding amount            | 0                             |
| Local city/town/tribal funding amount  | 44000                         |
| Local city/town/tribal funding source  | Operations & maintenance fund |
| Other funding amount                   | 5000                          |
| Other funding source                   | General operations fund       |

Total Project Funding 222000

---

#### D. Brief Project Description

---

Enter a brief description or title of your project. Example: "Shared use path along CSAH 12 and curb extensions at intersection of CSAH 12 and Main St" 71st Street sidewalk and Elliot Street crossing improvements

---

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, county, or tribe other than the applicant or project sponsor? Yes

---

If yes, list the township, city, county, or tribe in which construction is proposed by this project. City of Richfield

---

#### E. Type of Work

---

Select the type of work on which the requested funds would be used Construction of non-federally funded project

---

#### F. School Information

---

School name Richfield STEM Elementary

---

School location 7020 12th Ave S, Richfield, MN 55423

---

Grades available Pre K - 5

---

Number of students enrolled 638

---

School name Richfield Dual Language School

---

School location 7001 Elliot Ave S, Richfield, MN 55423

---

Grades available Pre K - 5

---

Number of students enrolled 527

---

Are all improvements in this project located within one (1) mile of at least one of the listed schools? Yes

---

#### G. Eligibility Check

---

All items construction eligible for SRTS funds must have an effective useful life of 10 years. Will all SRTS-eligible items in this proposed project have at least a 10-year expected life?

Yes

Will the proposed project be able to enter construction in either calendar year 2022 or 2023?

Yes

Please select the anticipated construction year

2023

## H. Project Evaluation

If awarded funds, will the school(s) commit to following up with evaluations, such as the Student Travel Tally and Parent Opinion Survey?

Yes

Title / Role

Will Wlizo

Email address

william.wlizo@rpsmn.org

Phone number

6127986055

## II. Project Safety & Improvements (50 points)

### I. Full Project Description

Curbs & Medians

New Curb & Gutter

Signage & Striping

New Signage (All Types)  
New Crosswalk Striping

Sidewalks & Trails

New Sidewalks  
ADA Ramps



**Provide a full project description including the locations and uses of each improvement identified above. Include any project maps or design exhibits. These exhibits may be uploaded with your application.**

Refer to the attached project location exhibit for more information. This application aims to fill a 900-foot sidewalk gap along the north side of 71st St between Elliot Ave S and 12th Ave S (labeled S1 on project map). This sidewalk is adjacent to the shared campuses of Richfield Dual Language School and Richfield STEM Elementary. To preserve the existing street-side mature trees, the existing school fence will be moved further north to accommodate the 6-foot wide sidewalk. The fence runs the full length of 71st St from Elliot Ave to 12th Ave.

To complete the connection towards the Chicago Ave sidewalks, the sidewalk on the east side of Elliot Ave will be widened to six feet between each segment of 71st St. To guide pedestrians across Elliot Ave, new ADA ramps will be installed on each side (which may require small curb and gutter work) in addition to a painted crosswalk and corresponding road signage. This paragraph's elements are labeled as C3 on the project map.

---

## **J. Safety Concerns**

---

**Does the school(s) or school district have a no walking and/or bicycling to school policy?**

No

**Does the school(s) provide hazard busing?**

Yes

**Does the school(s) district have plans relocate or repurpose the school facilities within the next 10 years?**

No

**Does the school(s) or school district promote any activities or policies to encourage students walking and bicycling?**

Yes

**If yes, please briefly describe these activities or policies:**

Encouragement events such as Bike to School Day, distribution of maps and other SRTS resources, other 6E strategies, SRTS is included in district Wellness Policy

**Have safety risks or hazards been identified that prevent students from walking or biking to school?**

Yes

**Do students still walk or bike to school even though safety risks or hazards have been identified near the school(s) or on routes students take to school?**

Yes

---

Percentage of students who walk or bike to school 5.7%

---

Percentage of students who take the bus to school 64.4%

---

**List and describe the safety risks or hazards that have been identified, including the locations of these risks. Applicants may reference any student or parent survey data, crash data, SRTS plan, or other relevant sources. Upload any referenced sources when submitting this application.**

The sidewalk gap on 71st St between 12th Ave and Elliot Ave separates the neighborhoods on either side of the campus. Students who need to cross the campus to reach school are forced to walk on the local street without a pedestrian facility or use the block's busy northern side where traffic is concentrated. (70th St is classified as a major collector.) During school arrival and dismissal, this traffic environment is congested and unsafe for young people, especially in the morning when daylight and visibility are minimal. School bells ring at 7:30 a.m.

An additional hazard is the crossing over Elliot Ave at 71st St, which lacks a curb ramp, crosswalk, or other traffic controls. The Study includes crash data for this area from 2015-2019. A cluster of crashes is recorded where 71st St intersects Elliot Ave, including the area's only "serious injury" during that time frame.

According to the most recent SRTS Parent Survey (2020) data, 55% of RPS families report that unsafe crossings are a major consideration for choosing to not let their children walk to school. This lack of safe connections compels families to drive even short distances to school, increasing traffic conflicts and exacerbating pedestrian danger.

The risks at this location have been identified in the Richfield SRTS Engineering Study (2021), as a priority pedestrian route in the Pedestrian Master Plan (2018), and in the Richfield SRTS Comprehensive Plan (2014).

---

**Identify which risks are present and how they affect priority populations.**

Richfield is a diverse suburban city, and the area's demographics are reflected in the school district's enrollment statistics. Approximately 70% of Richfield Public Schools students are people of color. When the individual school data is disaggregated, Richfield Dual Language School is slightly above the district average (74%) and Richfield STEM is slightly below (60%). Additionally, 25% of the RPS student population are English Language Learners (compared to 8.4% average in Minnesota) and 54% qualify for free or reduced price lunch (compared to the 37.1% average in Minnesota) based on household income. All of these are considered traditional markers for priority populations in school-age populations. RPS statistics are presented in the RPS 2020-2021 "Where We Are" report.

In addition to increasing general community pedestrian safety and access, this project location will have a major positive impact on the residents of two clusters of multi-unit family housing, the densest areas of student residences in the schools' walk zones. One cluster is located along Chicago Ave, one block west of the campus, between 71st and 73rd streets. The other is at the intersection of Portland Ave & 73rd St, about a 10-minute walk away. As is the case in many other communities, residents of multi-unit housing in Richfield are more likely to be people of color, low-income, non-English speaking, not own a personal vehicle, or a combination thereof.

Both the unmarked crossing over Elliot Ave and the section of 71st St without a sidewalk under-serve and under-protect these families.

---

## **K. Project Improvements**

**Explain how the improvements that were identified in Section I (Full Project Description) would mitigate the risks and hazards identified in Section J (Safety Concerns)**

The proposed improvements provide a safe alternative for students, families, and other residents to walk to school and around their neighborhood. From the east, the new sidewalk provides a sidewalk for students and families that continue to walk on 71st St. From the west, the new connection and crossing provides an alternative to the busy and perceived dangerous 70th St.

The expanded sidewalk on Elliot Ave better accommodates strollers, bikers, wheelchairs, or other mobility aids. It makes the wider Elliot Ave sidewalk connection complete and viable compared to walking on the street. The expansion also allows city and school operations staff to clear snow with equipment in the winter. Completion of the Elliot Ave and 71st St sidewalks also forms a loop around the school's campuses. Both schools can use this loop as a safe pedestrian exercise route during physical education classes instead of crossing 70th St to get to Christian Park.

The pedestrian ramps and crosswalk treatment makes an accessible connection to the Chicago Ave sidewalks from the East. This increases area access to businesses including a grocery store.

---

### III. Local Safe Routes to School Program (25 points)

---

#### L. Safe Routes to School Plan

---

Does the school(s) have a Safe Routes to School plan? Yes

If yes, in which year did the local governing agency adopt the plans? 2009

If yes, provide link to the most recent plan Uploaded in attachments. 2009 is first plan, 2014 is most recent.

Are the improvements in this project identified in a Safe Routes to School Plan? Yes

If yes, provide the page number(s) on which the project is identified. Pdf page 21 on 2014 plan. Pdf pages 71, 72, 75, 76 in 2021 study

---

#### M. Implementing the 6E Strategies

---

Evaluation Baseline Student Travel Tally  
Parent Opinion survey

Equity Multilingual SRTS information  
Community engagement with priority populations

Engagement / Enforcement Adult crossing guards

Education Walk! Bike! Fun!  
Crossing Guard/Safety Patrol training  
School flyers  
School newsletter

Encouragement Bike Rodeo  
Walk to School Day  
Bike to School Day  
Winter Walk to School Day

Engineering Engineering study  
Improved route crossings (crosswalk marking/signs)  
Other: Demonstration projects to test engineering study concepts

---

#### N. Project Team Information

---

Check the boxes below for the project team member roles. When submitting your application, upload a list of project team members, their organizations (school, city, county, parent/caregiver, etc.) and their roles.

Public Works Staff  
School Principal  
Additional School Staff  
Other: Richfield bike advocates, Bloomington Public Health Agency

---

#### IV. Equity Score

---

#### O. Student Transportation Equity for Priority Populations

---

#### V. Attachments

---

|                        |   |
|------------------------|---|
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782011">https://www.formstack.com/admin/download/file/12047782011</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782012">https://www.formstack.com/admin/download/file/12047782012</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782013">https://www.formstack.com/admin/download/file/12047782013</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782014">https://www.formstack.com/admin/download/file/12047782014</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782015">https://www.formstack.com/admin/download/file/12047782015</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782016">https://www.formstack.com/admin/download/file/12047782016</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782017">https://www.formstack.com/admin/download/file/12047782017</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782021">https://www.formstack.com/admin/download/file/12047782021</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782023">https://www.formstack.com/admin/download/file/12047782023</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782025">https://www.formstack.com/admin/download/file/12047782025</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782026">https://www.formstack.com/admin/download/file/12047782026</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782027">https://www.formstack.com/admin/download/file/12047782027</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782028">https://www.formstack.com/admin/download/file/12047782028</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782029">https://www.formstack.com/admin/download/file/12047782029</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782030">https://www.formstack.com/admin/download/file/12047782030</a> |
| Upload Attachment Here | <a href="https://www.formstack.com/admin/download/file/12047782031">https://www.formstack.com/admin/download/file/12047782031</a> |

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**EXHIBIT E**

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**RESOLUTION NO.**

**SAFE ROUTES TO SCHOOLS PROGRAM GRANT AGREEMENT  
GRANT TERMS AND CONDITIONS**

**WHEREAS**, the City of Richfield and Richfield Public Schools has applied to the Commissioner of Transportation for a grant from the Safe Routes to School account; and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS**, the amount of the grant has been determined to be \$150,820.00 by reason of the lowest responsible bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Richfield does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.40, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Safe Routes to Schools Account any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of February, 2024.

---

Mary Supple, Mayor

ATTEST:

---

Dustin Leslie, City Clerk

## EXHIBIT F

### GENERAL TERMS AND CONDITIONS FOR SAFE ROUTES TO SCHOOLS (SRTS) GRANTS

#### Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Safe Routes to Schools Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.



“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the SRTS Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“SRTS Grant” - means a grant from MnDOT to the Public Entity under the SRTS in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“SRTS” - means the Safe Routes to School Program pursuant to Minn. Stat. Sec. 174.40 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the SRTS Grant” - means the portion of the SRTS Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a SRTS grant.

“Public Entity” - means the grantee of the SRTS Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II GRANT**

Section 2.01 **Grant of Monies.** MnDOT shall make the SRTS Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the SRTS Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the SRTS Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) acquisition of land or permanent easements, (ii) predesign, design, preliminary and final engineering and environmental studies authorized under Minn. Stat. Sec. 174.40, subdiv. 1b, or (iii) construction and reconstruction of publicly owned infrastructure in this state with a useful life of at least 10 years that provides nonmotorized transportation to and from a school.

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for nonmotorized transportation. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public

Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the SRTS. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the SRTS Grant or the disbursement of the SRTS Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the SRTS Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the SRTS Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.40 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the SRTS Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the SRTS.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the SRTS Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the SRTS Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of

the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the SRTS Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of SRTS Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the SRTS Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the SRTS Grant shall terminate. In such event, (i) if none of the SRTS Grant has been disbursed by such date, MnDOT shall have no obligation to fund the SRTS Grant and the Agreement will terminate, and (ii) if some but not all of the SRTS Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the SRTS Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the SRTS Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. shall be reduced by the amount not needed.

**Article III**  
**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695**  
**AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the SRTS Grant will only pay for a portion of the Project.

**Section 3.02 Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the SRTS Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the SRTS Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the SRTS Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

**Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

**Section 4.01 The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the SRTS Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the SRTS Grant. If the amount of SRTS Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the SRTS Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the SRTS Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire SRTS Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the SRTS Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

Cumulative Advances  $\leq$  (Program Grant)  $\times$  (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances  $\leq$  (Program Grant)  $\times$  (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the SRTS Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the SRTS Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the SRTS Grant set forth in Section 1.01.

- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. State Entity shall have received evidence, in form and substance acceptable to State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to State Entity all other items that State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real



Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

**Section 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**Section 5.04 Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.40 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

**Section 5.06 Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

**Section 5.07 Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.08 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.09 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.10 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.11 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity’s compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

**RESOLUTION NO.**

**AUTHORIZING EXECUTION OF MNDOT AGREEMENT #1055391 SETTING GRANT TERMS AND CONDITIONS FOR THE DISBURSEMENT OF STATE GENERAL OBLIGATION BOND FUNDING FOR THE 71ST STREET SAFE ROUTES TO SCHOOL SIDEWALK PROJECT**

**WHEREAS**, the City of Richfield and Richfield Public Schools have applied to the Commissioner of Transportation for a grant from the Safe Routes to School account; and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS**, the amount of the grant has been determined to be \$150,820.00 by reason of the lowest responsible bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Richfield does hereby agree to the terms and conditions of the MnDOT Agreement #1055391 consistent with Minnesota Statutes, section 174.40, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Safe Routes to Schools account any amount appropriated for the project but not required. The proper city officers are authorized to execute the grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of February, 2024.

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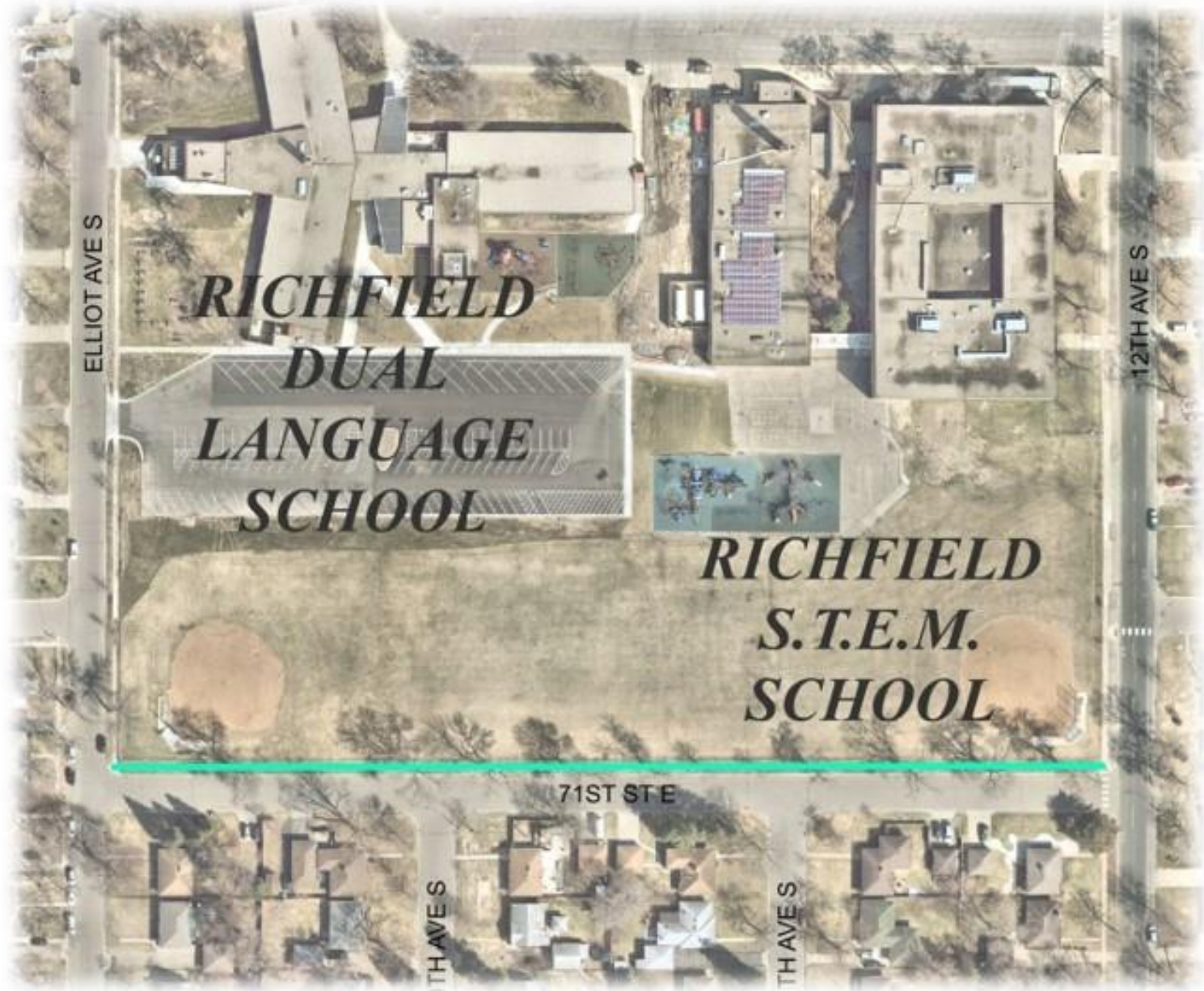
Mary Supple, Mayor

ATTEST:

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Dustin Leslie, City Clerk

# 71<sup>ST</sup> STREET SIDEWALK (2024)





**STAFF REPORT NO. 29**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY:  
DEPARTMENT DIRECTOR REVIEW:

Celeste McDermott, Housing Specialist  
Melissa Poehlman, Community Development Director  
2/15/2024

OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager  
2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing and consideration of the adoption of a resolution specifying the use of funds from the Urban Hennepin County Community Development Block Grant allocation for 2024 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third-party agreements.**

**EXECUTIVE SUMMARY:**

Community Development Block Grant (CDBG) funding is annually awarded to Hennepin County (County) on a formula basis from the Department of Housing and Urban Development (HUD). The County, in turn, allocates a portion of these funds to the City of Richfield to address local needs relating to affordable housing, community development, and public services. The City has historically allocated the funds to the Housing and Redevelopment Authority (HRA) for programming.

Staff is proposing to use the City's 2024 direct allocation of \$177,423.11 (estimated) as follows:

- \$108,432.11 - Deferred Loan Rehabilitation Program
- \$69,000 - First Time Homebuyer Down Payment Assistance Program

The Deferred Loan Program (Program) provides no interest, 30-year loans up to \$30,000 to low-income homeowners to address health, safety, and property maintenance needs. This Program is administered for the City by the County. There is currently a significant waiting list for the funds.

The First Time Homebuyer Down Payment Assistance Program (First Time Homebuyer Program) is aimed at low and moderate income first time homebuyers who are looking to buy homes in Richfield. It provides no-interest, deferred loans of up to \$20,000 to use towards down payment and closing costs.

**RECOMMENDED ACTION:**

**By Motion:**

- **Conduct and close the public hearing and by motion: Adopt a resolution authorizing the use of funds for the 2024 Urban Hennepin County Community Development Block Grant Program; and**
- **Authorize execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.**

**BASIS OF RECOMMENDATION:**

## **A. HISTORICAL CONTEXT**

- \$108,432.11 of the 2024 CDBG funds is proposed to be allocated to the Housing and Redevelopment Authority (HRA) for the Program, which provides no interest, 30-year loans up to \$30,000 to low-income homeowners to address health, safety, and property maintenance needs. This Program has been in existence since 1984 and is administered for the City by the County. In the past year, four loans were completed and nine loans were started, 113 households are currently on the waiting list for the Program. Additional funding for loans is available through loan repayments (i.e., when a property is sold).
- \$69,000 of the 2024 CDBG funds is proposed to be allocated to the HRA for the First Time Homebuyer Program administered by City staff. The First Time Homebuyer Program is aimed at low and moderate income first-time homebuyers who are looking to buy homes in Richfield. It provides no-interest, deferred loans of up to \$15,000 to use towards down payment and closing costs. An additional \$5,000 is available to households who are current Richfield renters, have dependents under the age of 18 in the household, or have a household member with a disability. In 2023, 11 loans were issued. Additional funding is provided to the First Time Homebuyer Program from the Affordable Housing Trust Fund and two loan repayments.
- The County sets aside 15 percent of each city's allocation to fund public services that are distributed through a single combined process covering all the cities in the County CDBG Program. For Richfield, the amount set aside for public services will be \$31,309.96 (estimated) and is separate from the City's direct allocation. City staff participate in the committee that awards these funds. Organizations serving Richfield residents that receive these funds include VEAP, Homeline, and Home Maintenance for the Elderly (HOME).

## **B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

- All CDBG funded activities must go towards activities that benefit low and moderate income residents.
- Of the 48 loans issued through the First Time Homebuyer Program since its inception in 2018, 79 percent (38) have been issued to Black, Indigenous, and People of Color (BIPOC) households. Six percent (3) have been issued to households with a member with a disability.
- Both programs support the Strategic Plan Outcome to maintain housing affordability.

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

- All funded activities must meet one of three national objectives: benefiting low and moderate income persons, preventing or eliminating slums and/or blight, or meet an urgent need. In addition, activities must be consistent with priorities identified in the County's Five-Year Consolidated Plan. Those priorities include a variety of housing activities such as housing rehabilitation, preserving and creating homeownership opportunities, public services to maintain or increase self-sufficiency, and neighborhood revitalization activities.
- The current Consolidated Plan prioritizes housing, including rehabilitation and creating homeownership opportunities, and encourages increasing efforts to serve households with incomes less than 30 percent of the Area Median Income and households of color.
- Up to 15 percent of the County's total CDBG allocation can also be spent on public services. This amount is set aside for allocation through a single, combined competitive process covering all the cities in the County CDBG Program. Richfield staff encourage eligible Richfield service providers to apply and also participate in the review of these funding proposals.

## **D. CRITICAL TIMING ISSUES:**

- The application for 2024 funds is due to Hennepin County by February 28, 2024.
- Public service agencies must submit applications to the County by February 29, 2024. Applications will be reviewed in March, and the County Board will act on recommendations in May or June.
- The 2024 federal fiscal year will begin on July 1, 2024. Funds must be spent by June 30, 2025.

## **E. FINANCIAL IMPACT:**

- The City's estimated direct allocation for 2024 is \$177,423.11.
- In the event of a change in the final allocation, the amount allocated to the Deferred Loan Program will be adjusted accordingly.
- Due to the funding cycle, CDBG funds are indicated in the Revised Budget.

## **F. LEGAL CONSIDERATION:**

- A local public hearing must be held prior to submission of the 2024 application.
- Notice of the public hearing for the 2024 CDBG funding was published in the *Richfield Sun Current* on February 15, 2024.

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



Council may modify the amount of funds allocated to each project in a way that still meets funding guidelines and priorities identified in the Consolidated Plan.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

| Description  | Type              |
|--------------|-------------------|
| □ Resolution | Resolution Letter |

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

**RESOLUTION APPROVING PROPOSED USE OF 2024 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY REQUIRED THIRD PARTY AGREEMENTS**

**WHEREAS**, the City of Richfield, Minnesota, through execution of a Joint Cooperation Agreement with Hennepin County, is participating in the Urban Hennepin County Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the City of Richfield has developed a proposal for the use of 2024 CDBG funds made available to it; and

**WHEREAS**, the City held a public hearing on February 28, 2024 to obtain the views of citizens on local and Urban Hennepin County housing and community development needs and priorities for the City's proposed use of \$177,423.11 from the 2024 Urban Hennepin County CDBG Program; and

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

1. Approves the following projects for funding from the 2024 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Hennepin County.

| Activity                                       | Budget              |
|--|---------------------|
| 1. Deferred Loan Rehabilitation Program        | \$108,432.11        |
| 2. First Time Homebuyer Downpayment Assistance | \$69,000            |
| <b>TOTAL CDBG ALLOCATION</b>                   | <b>\$177,423.11</b> |

2. That the Mayor and City Council hereby authorize and direct the execution of the Subrecipient Agreement with Hennepin County and any required Third Party Agreements on behalf of the City to implement the 2024 CDBG Program.
3. That should the final amount of FY 2024 CDBG available to the City be different from the preliminary amount provided to the City, and should there be any repayments that result in Program Income, the City Council hereby authorizes the City Manager to adjust the project budget of the proposed Activities to reflect an increase or decrease in funding.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2024.

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Mary B. Supple, Mayor

**ATTEST:**

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City Clerk



**STAFF REPORT NO. 30**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager  
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
2/20/2024  
OTHER DEPARTMENT REVIEW:  
CITYMANAGER REVIEW: Katie Rodriguez, City Manager  
2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the second reading of ordinances 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.

The first reading of this proposed ordinance was heard by the City Council on February 13, 2024.

**RECOMMENDED ACTION:**

**By three separate motions:**

- 1. Approve the second reading of an ordinance amending Section 925 of the Richfield City Code to include a provision relating to flexible dumpsters.**
- 2. Approve the second reading of an ordinance providing that a violation of City Code Section 1305.27, subd. 5 and 6 is nuisance conduct subject to a repeat nuisance fee.**
- 3. Approve a resolution authorizing summary publication of said ordinances.**

**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 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. Over the last three years, compliance staff continue to find 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 second reading of the ordinance and direct staff on how to proceed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

| Description                          | Type       |
|--------------------------------------|------------|
| ☐ Yard parking/Repeatable nuisance   | Cover Memo |
| ☐ Resolution and Summary Publication | Cover Memo |
| ☐ 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

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

**RESOLUTION APPROVING SUMMARY PUBLICATION  
OF AN ORDINANCE AMENDING SECTION 925 OF THE CITY CODE**

**WHEREAS**, the City has adopted the above-referenced amendment of the Richfield City Code; and

**WHEREAS**, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION  
BILL NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 9, SECTION 925 OF THE CITY CODE**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance amends City Code Chapter 9, Section 925 to include a new provision relating to flexible dumpsters and adding that a violation of Section 1305.27 Subd. 5 & 6 is nuisance conduct and subject to a repeat nuisance fee.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Support Services Manager at 612-861-9881.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 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, or placed within a right-of-way, a public sidewalk, 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



AGENDA SECTION: PROPOSED  
ORDINANCES  
AGENDA ITEM # 7.



**STAFF REPORT NO. 33**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY: Chris Swanson, Management Analyst  
DEPARTMENT DIRECTOR REVIEW:  
OTHER DEPARTMENT REVIEW: Mary Tietjen, City Attorney  
CITYMANAGER REVIEW: Katie Rodriguez, City Manager  
2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the first reading of an ordinance amending the current City Charter based on the Charter Commission’s recommendations.**

**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 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 sent a letter to the Richfield City Council transmitting the proposed amendments to the Richfield City Charter to the Richfield City Council.

Council accepted the Commission’s recommendation and authorized publication of a notice of public hearing at its meeting on February 13. The proposed amendments are being forwarded for consideration for adoption by ordinance pursuant to Minnesota Statutes, Section 410.12, subdivision 7.

There is a public hearing scheduled for the March 12, 2024 City Council meeting.

**RECOMMENDED ACTION:**

**By Motion:**

- **Approve a first reading of an ordinance amending the current City Charter based on**

- the Charter Commission's recommendations; and
- Schedule a second reading and hold a public hearing on March 12, 2024.

## **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**

#### **Equity Considerations:**

By moving forward with the proposed changes to the city charter, the document will be more aligned with the city values, including ensuring our city is a resilient, purposeful, and forward-thinking community where all are connected and can thrive.

#### **Strategic Considerations:**

This is standard business.

### **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 explicit timing outlined in state statute for amending a City Charter by ordinance. 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 if 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.

**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      |
|---|---|-----------|
| □ | City Charter Amendments (REDLINE 12-5-2023) | Ordinance |
| □ | Charter Ordinance 2-21-2024                 | Ordinance |

**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

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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 CommissionsCommission 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 l-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)

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## 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) ~~a districtward Council Member ceasing to be a resident of the districtward which the member represents;~~
  - (iv) ~~continuous absence of the Council Member from the City for more than 90 days;~~
  - (v) ~~conviction of a Council ~~member~~Member of a felony whether before or after qualification;~~
  - (vi) ~~any other reason specified by law ~~except those reasons specified in paragraph (1) of this subdivision;~~ or~~
  - (vii) ~~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 a the 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

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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



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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

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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)

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### **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~~ by a unanimous vote ~~direct~~ 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**

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#### **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.

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(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)

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#### **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)

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**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



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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.

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**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. | _____       | _____          |

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### 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)

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**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<br>(print legibly) | Address<br>(print legibly) |
|----|-------|-----------------|-------------------------|----------------------------|
| 1. | _____ | _____           | _____                   | _____                      |
| 2. | _____ | _____           | _____                   | _____                      |
| 3. | _____ | _____           | _____                   | _____                      |

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

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(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)

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### **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;

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- 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

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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.



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(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.

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**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

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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

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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)

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### **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

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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.

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(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)

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**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 , 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, , 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



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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~~

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~~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.~~

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### **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

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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

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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.~~

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### **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.~~

### **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.

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(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.



Document comparison by Workshare 10.0 on Tuesday, January 3, 2023 7:33:18 PM

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

**AN ORDINANCE ADOPTING COMPREHENSIVE AMENDMENTS TO THE  
RICHFIELD CITY CHARTER**

**THE CITY OF RICHFIELD DOES ORDAIN:**

**Section 1. Legislative Findings.**

1. The City of Richfield (“City”) is governed by home rule charter adopted pursuant to the Constitution of the State of Minnesota and Minnesota Statutes, chapter 410.
2. The City Charter of the City of Richfield, Minnesota (“Charter”) was originally adopted on November 3, 1964, and has had several amendments since its adoption.
3. The Richfield Charter Commission (“Commission”) determined it was appropriate to review the entire Charter and prepare a comprehensive set of proposed amendments to the Charter.
4. The Commission worked cooperatively with the City Council to develop and review proposed amendments to the Charter.
5. The Commission held several meetings at which they reviewed proposed amendments to the Charter and reached consensus on the proposed amendments. The Commission also met with the City Council in several work sessions to discuss the proposed amendments.
6. Minnesota Statutes, section 410.12, subdivision 7 allows the City Council to amend the Charter by ordinance upon recommendation from the Commission. Such an ordinance may only be adopted upon “an affirmative vote of all members of the city council and is approved by the mayor”.
7. The Commission voted at its meeting on December 5, 2023, to forward the proposed Charter amendments to the City Council with a recommendation that they be adopted by ordinance.
8. At its meeting on February 13, 2024, the City Council accepted the Commission’s recommendation to amend the Charter by ordinance and authorized publication of a notice of public hearing to be held on March 12, 2024. The public hearing notice was published at least two weeks prior to the public hearing.

9. The City Council held a first reading of the ordinance amending the Charter on February 28, 2024, and conducted a second reading and a public hearing on March 12, 2024 regarding the proposed Charter amendments.

10. The City Council finds and determines that it is in the best interest of the City and its residents to adopt the proposed amendments.

**Section 2.** Upon recommendation of the Richfield Charter Commission, and pursuant to the authority in Minnesota Statutes, section 410.12, subdivision 7, the City Charter of the City of Richfield, Minnesota is hereby amended by deleting the ~~stricken materials~~ and adding the underlined material as shown on the attached, which is incorporated in and made part of this Ordinance.

**Section 3.** The City Clerk is authorized and directed to work with the City Attorney to insert into the City Charter the appropriate references to the amended sections, correct any typographical errors and make any other non-substantive corrections as may be needed to place the charter into final form, and to keep and post on the City's website an official copy of the revised City Charter.

**Section 4.** This Ordinance will become effective after adoption and upon ninety (90) days following its legal publication, except that if within sixty (60) days after publication a petition requesting a referendum on this Ordinance, signed by the number of registered voters of the City required by Minnesota Statutes, section 410.12 subdivision 7 is filed with the City Clerk, this Ordinance will not be effective until approved by a majority of the voters voting on the question of its adoption at a general election or a special election called by the City Council for that purpose.

**Section 5.** On the effective date of this Ordinance, the City Clerk is authorized and directed to file copies of the amendment with the Secretary of State of Minnesota, the Hennepin County Recorder, and the City Clerk's office together with the certificate required by Minnesota Statutes, section 410.11.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024, by a unanimous vote of the entire City Council for the City of Richfield.

\_\_\_\_\_  
Mary Supple, Mayor

ATTEST:

\_\_\_\_\_  
Dustin Leslie, City Clerk

First reading: \_\_\_\_\_, 2024

Second reading and adoption: \_\_\_\_\_, 2024

Publication: \_\_\_\_\_, 2024

Effective Date: \_\_\_\_\_, 2024



**STAFF REPORT NO. 32**  
**CITY COUNCIL MEETING**  
**2/28/2024**

REPORT PREPARED BY: Lynnette Chambers, Multifamily Housing Coordinator  
 DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director  
 2/14/2024  
 OTHER DEPARTMENT REVIEW:  
 CITYMANAGER REVIEW: Katie Rodriguez, City Manager  
 2/21/2024

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of Agreements with non-profit organizations to provide social services to the City of Richfield and authorize the City Manager to execute Agreements with those agencies.**

**EXECUTIVE SUMMARY:**

In November 2023, staff distributed a Request for Proposals for Social Services to non-profit agencies serving the City of Richfield for services to be provided in 2024. The 2024 City Budget includes funding for organizations that provide social services that are deemed to be of benefit to the City and the community in general. The 2024 Budget includes \$78,100 for this purpose.

A total of six proposals were received from the following agencies:

- Cornerstone Advocacy Services
- The Family Partnership
- VEAP (Volunteers Enlisted to Assist People)
- Loaves and Fishes
- Senior Community Services
- Reach for Resources, Inc. formerly TRAIL (Transportation Resource to Aid Independent Living)

The proposals represent a wide variety of social services offered to Richfield residents.

The organizations requested a total amount of \$97,500, exceeding the City's available funding by \$19,400.

Two Richfield residents, two staff members and one Council member comprised the committee that reviewed the proposals and made funding recommendations. The review committee's recommendations took into account the type of service(s) to be provided, the target population(s) to be served, and past performance of the social service agency. All six of the proposals were recommended for funding. The following table details the review committee's recommendations:

| Organization              | 2024 Proposal Request | 2024 Recommendation |
|---------------------------|-----------------------|---------------------|
| Cornerstone               | \$20,000              | \$18,000            |
| VEAP                      | \$25,000              | \$25,000            |
| Loaves and Fishes         | \$8,000               | \$8,000             |
| The Family Partnership    | \$30,000              | \$12,600            |
| Senior Community Services | \$10,000              | \$10,000            |

|  |                 |                 |
|--|-----------------|-----------------|
| Reach for Resources (formerly - TRAIL) | \$4,500         | \$4,500         |
| <b>TOTAL</b>                           | <b>\$97,500</b> | <b>\$78,100</b> |

A complete overview of all services to be provided by the various organizations is attached.

**RECOMMENDED ACTION:**

**By motion: Approve the Agreements between the recommended non-profit organizations and the City of Richfield, and authorize the City Manager to execute Agreements for services with those agencies.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The City of Richfield has historically allocated funds on an annual basis to social service agencies serving the Richfield community.
- The City is not authorized to provide grant funding to social service agencies; however, it has been determined that the City can enter into Agreements for services with agencies for specific services that are compatible with City activities.
- The 2024 recommendations are based on the following criteria:
  - demonstrated need of the proposed service for the targeted population;
  - compatibility with City functions/activities;
  - partnership and/or assistance with various City services (e.g., public safety);
  - efforts to serve low-income persons of all races/cultures/ethnicity;
  - demonstrated value to the community;
  - past performance;
  - cost of services and number of persons served, and
  - certified non-profit agency.
- The following chart provides a recent history of social service funding:

|                                      | <b>2022 Funding</b> | <b>2023 Funding</b> | <b>2024 Funding Recommendation</b> |
|--------------------------------------|---------------------|---------------------|------------------------------------|
| Cornerstone                          | \$ 12,000           | \$ 12,000           | \$ 18,000                          |
| The Family Partnership               | \$ 10,000           | \$ 10,500           | \$ 12,600                          |
| Headway                              | \$ 8,000            | \$ 8,500            | NA                                 |
| Loaves and Fishes                    | \$ 6,600            | \$ 7,500            | \$ 8,000                           |
| MIRA                                 | \$ 3,500            | \$ 3,500            | NA                                 |
| Senior Community Services            | \$ 7,500            | \$ 8,000            | \$ 10,000                          |
| Reach for Resources (formerly TRAIL) | \$3,000             | \$ 3,500            | \$ 4,500                           |
| VEAP                                 | \$ 22,000           | \$ 22,000           | \$ 25,000                          |
| <b>TOTAL</b>                         | <b>\$ 72,600</b>    | <b>\$ 75,500</b>    | <b>\$ 78,100</b>                   |

**B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

The request for proposals sought organizations serving persons of all races/cultures/ethnicity with low incomes. The services include food, advocacy, mental health counseling, transportation for people with disabilities, and support for seniors with limited resources. The services are focused on people in need and can help to reduce racial inequities and barriers for traditionally excluded groups.

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

The City partners with other agencies as warranted and practical to assist in the delivery of services to City residents.

**D. CRITICAL TIMING ISSUES:**

Services are to be provided in the calendar year 2024.

**E. FINANCIAL IMPACT:**

- A City Council/Administration 2024 allocation of \$78,100 is budgeted for social services.
- The amount requested exceeded the City's available funding by \$19,400.

**F. LEGAL CONSIDERATION:**

The City Attorney has reviewed the Agreements.

**ALTERNATIVE RECOMMENDATION(S):**

- Approve the recommendations with revised allocations.
- Do not approve the recommendations.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Representatives of the Social Service Agencies have been invited to attend.

**ATTACHMENTS:**

|   | Description                              | Type       |
|---|--|------------|
| ▢ | 2024 Description of Services             | Cover Memo |
| ▢ | 2024 Social Service Request for Proposal | Cover Memo |

**CITY OF RICHFIELD**

**2024 APPLICANT SERVICES DESCRIPTIONS FOR OTHER AGENCY DIVISION SOCIAL SERVICE FUNDING ASSISTANCE**

| <b>Agency-Program</b>  | <b>Description of Services</b>  |
|--|---|
| <i>Reach for Resources (formerly TRAIL)</i>                          | TRAIL's Social Service Assistance proposal funds will be used to subsidize the cost for transportation to 132 Richfield Recreation AR&LE programs.  |
| <i>Cornerstone Advocacy Service – Crisis Intervention</i>            | <p>Funding is to support Cornerstone’s full continuum of services. Cornerstone provides comprehensive services for Richfield residents who have experienced domestic violence, sexual violence, human trafficking and general crime.</p> <p>Cornerstone is a pioneer in developing primary prevention and early intervention programs for children and youth. Cornerstone offers crisis intervention services 24/7 and their emergency shelter provides safe refuge when a victim is in imminent danger of assault. Cornerstone provides assistance to victims needing to file an Order for Protection or Harassment Order without cost to that victim.</p>   |
| <i>Loaves &amp; Fishes – meals, referrals, and advocacy services</i> | <p>Loaves and Fishes is a long-established, volunteer-driven, nonprofit organization providing healthy meals to people in need. Our objective is to alleviate hunger and food insecurity while sources food responsibly and sustainably. We count the number of meals served, adhere to strict nutrition standards, rescue millions of pounds of leftover food otherwise destined for landfills, and serve areas of greatest need as defined by poverty rates, food desert distinctions, and other measures of inequity.</p> <p>We offer prepared meal service with social service advocacy at 2 community-access locations – at Hope Presbyterian Church and Woodlake Lutheran Church in Richfield. Our robust food rescue operation, as well as our status as the only Minnesota redistributor of Second Harvest Heartland food, supports our meal services in the city of Richfield.</p> |
| <i>Senior Community Services</i>                                     | Senior Outreach provides service/case management and supportive counseling to frail older adults and their caregivers to help seniors remain as independent as possible and to assist caregivers in providing care while maintaining balance in their lives.  |
| <i>VEAP (Volunteers Enlisted to Assist People)</i>                   | VEAP’s Social Services program’s primary goal is to create a path to stability for low-income individuals, seniors, youth, and families in the City of Richfield. The program strives to do this by providing food, financial, and supportive services that increase access to healthy food and stable housing, minimize or prevent crisis situations, and increase client resourcefulness.   |
| <i>The Family Partnership</i>  | The Family Partnership’s School-Linked Mental Health program provides one-to-one mental health therapy co-located within Richfield Public Schools. The program acts as a mental health resource for school staff, students, and parents, providing referrals as well as vital information on mental health. The Family Partnership’s School-Linked Mental Health program is currently in Richfield STEM Elementary School, Centennial Elementary, Richfield Senior High School and Richfield Pre K programs.  |



**CITY OF RICHFIELD**  
**REQUEST FOR PROPOSALS FOR**  
**SOCIAL SERVICES**  
**2024**

The City of Richfield is seeking proposals for social services from non-profit agencies serving the City of Richfield. Funding parameters and priority goals for the purpose of making the best use of funds are as follows:

**Funding Parameters**

- Any non-profit organization is eligible to apply.
- Projects must serve Richfield residents.
- Services must be compatible with City functions and activities.

**Priority Goals**

Projects must address at least one of the following areas:

- Services for vulnerable senior residents.
- Services for individuals, families, teens and/or children at risk.
- Housing support services for low-income persons and persons at risk.

**Award Criteria**

Proposals must meet one or more of the following criteria:

- Demonstrated need of the proposed service for the targeted population.
- Compatibility with City functions/activities.
- Partnership and/or assistance with various City services (i.e., public safety).
- Efforts to serve low-income persons of all races/cultures/ethnicities.
- Demonstrated value to the community.
- Certified Non-Profit agency.

**Proposal's must be submitted by 4:30 p.m. January 11, 2024**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**Proposals must be submitted by 4:30 p.m. January 11, 2024**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**PROPOSAL SUBMISSION INSTRUCTIONS**

The information requested in the attached Request for Proposals must be addressed in your proposal.

Submit **1 electronic copy (word or pdf)** of your agencies proposal by **4:30 p.m. January 11, 2024 (LATE PROPOSALS WILL NOT BE ACCEPTED)** to:

Lynnette Chambers  
City of Richfield  
6700 Portland Avenue  
Richfield, MN 55423  
lchambers@richfieldmn.gov

Applicants may be asked to respond in writing to additional questions. The Richfield City Council will tentatively award contracts for services in March 2024.

Agencies awarded contracts will be required to sign a service agreement for calendar year 2024 and submit semi-annual reports on service outcomes.

***Please contact Lynnette Chambers at 612-861-9773 or [lchambers@richfieldmn.gov](mailto:lchambers@richfieldmn.gov) with any questions.***

**Proposals must be submitted by 4:30 p.m. January 11, 2024**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## CITY OF RICHFIELD

### 2024 REQUEST FOR PROPOSALS FOR SOCIAL SERVICE ASSISTANCE

Proposals for social services must include the following:

#### **PROPOSAL HEADING**

1. Agency name, address, contact person, and phone/fax/email
2. Amount of request
3. Brief description of service(s) provided
4. Identify priority area(s) you are addressing:
  - a) Services for vulnerable senior residents
  - b) Services for individuals, families, teens and/or children at risk
  - c) Housing support services for low-income persons and persons at risk
  - d) Other: Please Specify
5. Explain how the services you are proposing to provide will benefit the City of Richfield.
6. Explain any formal or informal partnership you have with the City of Richfield (i.e., assisting Public Safety through the services you provide, etc.)

#### **ADMINISTRATION**

1. Provide a mission statement for your agency.
2. Provide verification of your organization's non-profit legal status.
3. Indicate your **total agency budget** for 2024.
4. Indicate your **proposed project budget** for 2024. Itemize proposed expenses and describe as applicable. Indicate both proposed City funds and other funds to support the project.

#### **PROGRAM**

1. Describe service to be funded, including:
  - a) Brief statement detailing the service and how it is provided
  - b) Target population(s); estimated number of **unduplicated** individuals you plan to serve residing in the City of Richfield
  - c) Eligibility criteria and process
  - d) How clients are involved in the planning process for service
  - e) Desired client outcomes and methods of evaluating and measuring client progress (use attached "Proposed Outcome/Evaluation Methods" form)
3. Demonstrate the need for the proposed service.
4. Describe outreach efforts to target populations, including immigrant and low-income individuals.

***Please contact Lynnette Chambers at 612-861-9773 or [lichambers@richfieldmn.gov](mailto:lichambers@richfieldmn.gov) with any questions.***

**Proposals must be submitted by 4:30 p.m. January 11, 2024**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**City of Richfield Social Service Programs - 2024  
Proposed Outcomes/Evaluation Methods**

**Name of Applicant Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Brief description of service(s):**

| <p><b>Outcomes: State 3 to 5 measurable outcomes of proposed service(s) – <u>relate outcomes to client progress</u></b></p> <p>Outcomes indicate what result, benefit, or change would come from the service provided. Outcomes can be: 1) <i>initial</i>, such as increased knowledge, understanding, or skills; 2) <i>intermediate</i>, such as change in a specific behavior or attitude; or 3) <i>long term</i>, such as a change in the condition or status of people.</p> | <p><b>Indicators: Describe methods of evaluating proposed outcomes – <u>how you will measure client progress</u></b></p> |
|---|--|
|   |  |