



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
MARCH 12, 2024
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2631 053 8891 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) Joint City Council and Planning Commission Work Session of February 26, 2024; (2) City Council Work Session of February 28, 2024; and (3) City Council Meeting of February 28, 2024

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's A Toast To Richfield event to take place on Thursday, May 9, 2024, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

Staff Report No. 34
 - B. Consider the acceptance of the quotation from Commercial Recreation Specialists for \$537,556.00 to construct the Splash Pad at the Richfield Outdoor Pool and authorize the Recreation Services Director to proceed with the project.

Staff Report No. 35
 - C. Consider the approval of the new Foundational Public Health Responsibilities (FPHR) agreement with the City of Bloomington.

Staff Report No. 36
 - D. Consider the approval of the Response Sustainability agreement with the City of Bloomington.

Staff Report No. 37

- E. Consider adoption of a resolution to accept a Safe Routes to School Design Assistance grant from the Minnesota Department of Transportation.

Staff Report No. 38

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

PUBLIC HEARINGS

- 4. Consider a Second reading, Public Hearing, and Summary Publication of an ordinance amending the current City Charter based on the Charter Commission's recommendations.

Staff Report No. 39

OTHER BUSINESS

- 5. Consider appointment to fill a vacancy on the Transportation Commission.

Staff Report No. 40

CITY MANAGER'S REPORT

- 6. City Manager's Report

CLAIMS AND PAYROLLS

- 7. Claims and Payroll

COUNCIL DISCUSSION

- 8. Hats Off to Hometown Hits

- 9. Adjournment

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



CITY COUNCIL - PLANNING COMMISSION MEETING MINUTES

Richfield, Minnesota

Joint City Council and Planning Commission Work Session

February 26, 2024

CALL TO ORDER

Chair Eddie Holmwig Johnson called the work session to order at 6:00 p.m. in the Bartholomew Room.

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

Council Members Absent: None

PC Members Present: Chair Eddie Holmwig-Johnson, and Commissioners Brendan Kennealy, Benjamin Surma, Brett Stursa, Cole Hooey, and Stephanie Hollman

HRA Members Absent: None

Staff Present: Melissa Poehlman, Community Development Director; Samantha Crosby, Planner II; and Ruby Villa, Assistant Planner

Others Present: None

ITEM #1	Discuss potential reductions to parking requirements.
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Director Poehlman gave a brief introduction to the topic, explaining that the effort arose primarily out of a policy topic request to eliminate parking minimums received by staff last year. Planner Crosby then outlined the discussion; recommendations include general housekeeping updates, four areas proposed for reduction, and one area for further exploration. The recommendations take into consideration concerns expressed by other departments.

Housekeeping Changes

Planner Crosby explained staff proposed changes of using traditional rounding and allowing on-street parking to be counted towards off-street parking minimum calculations by right.

Several Council Members and Commissioners expressed their agreement in the proposed changes.

Expanding Council Flexibility

Planner Crosby explained the proposal for expanding the Council's flexibility in allowing lower parking requirements for low-demand populations, not just seniors as currently stated in the code.

There was consensus that allowances in reductions should not be limited to the listed low demand uses. Planner Crosby stated that she would consult with the City Attorney to determine whether the proposed language would limit flexibility or if it could be interpreted as mere examples, as intended.

Council Member Whalen questioned whether the term "physically challenged" is appropriate. Planner Crosby stated that she would investigate incorporating more inclusive language.

Council Member Hayford-Oleary asked staff if the city could require more ADA parking stalls than state mandated. Director Poehlman stated that such a regulation would be difficult because the city cannot legally require more than the building code.

Libraries, Museums, and Art Galleries

Planner Crosby explained the proposal for adding a parking requirement for libraries, museums, and art galleries to be 3.33 stalls per 1,000 square feet of gross floor area. The addition of this parking requirement would facilitate the Augsburg Library renovation project.

Council Member Whalen stated that staff should do research regarding parking at the Richfield Historical Society's property, in order to determine if similar parking needs exist.

Several Council Members and Commissioners expressed their agreement in the proposed change.

Class III Restaurants

Planner Crosby explained the proposal for reducing Class III restaurant parking requirements to 7/1,000 GFA from 17/1,000 GFA.

There was some discussion regarding drive-thru businesses in the city. Planner Crosby clarified that the reduction would be for all Class III restaurants, not just drive-throughs.

Several Council Members and Commissioners expressed their agreement in the proposed change.

Multi-Family

Planner Crosby explained the proposal for reducing the Council discretionary parking minimum for multi-family districts from 1.5 stall per unit to 1.25 per unit. There would also be the addition of language to allow the Council to evaluate "roadway width" as a contextual consideration.

Commissioner Kennealy expressed his support and preference for eliminating parking minimums all together but understands that the public may not be ready for such a change.

Director Poehlman stated that the proposal for multi-family housing parking was largely guided by input received from other departments, such as Public Works and Public Safety. Reductions in parking minimums will affect those departments as well, not just Community Development.

Council Member Hayford Oleary stated that he strongly prefers eliminating all parking minimums. In relation to the proposal, Council Member Hayford Oleary stated that allowing 1.25 stalls per unit by right, for all districts, seems like a more reasonable reduction. Several Council Members and Commissioners agreed.

Transit Oriented Reductions

Planner Crosby explained the proposal for transit-oriented reductions within 1/8 mile of high frequency bus stops.

Mayor Supple questioned whether multiple bills in the legislature concerning parking and transit-oriented parking reductions, if passed, would override the transit-oriented reductions and other regulations under discussion at this meeting. Planner Crosby confirmed; any state bill regarding parking would supersede City requirements.

Council Member Hayford Oleary stated that the staff's proposal of 1/8 mile reduction areas are more appropriate, as opposed to the 1/2-mile areas proposed in the TOD bill currently in legislation. He also proposed the idea of eliminating parking minimums within the 1/8-mile areas.

Director Poehlman clarified that even in cities/instances where there are no parking requirements, some parking is still almost always built because many developers cannot receive financing for a building with no parking.

Several Council Members and Commissioners expressed their interest in continuing to explore increases in transit-oriented reductions – even completely eliminating parking requirements -- within such focused areas. Keeping in mind the evolving nature of transit service, there was support for looking at the possibility of upzoning around high frequency bus stops with the next Comprehensive Planning effort.

Planner Crosby provided a brief recap of each item in the presentation and confirmed the group's instructions for staff on how to proceed.

ADJOURNMENT

Chair Holmwig Johnson adjourned the work session at 6:58 p.m.

Date Approved: March 12, 2024

Submitted by:

Mary B. Supple
Mayor

Ruby Villa
Assistant Planner

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

February 28, 2024

CALL TO ORDER

Mayor Supple called the work session to order at 5:45 p.m. in the Bartholomew Room.

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

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 Huemiller, Recreation Services Director; Mike Dobesh, Fire Chief; Kumud Verma, Finance Manager; Jamie Haefner, Human Resources Manager, and Chris Swanson, Management Analyst

Guests Lexi Scholten, Baker Tilly

ITEM #1

REVIEW THE RESULTS AND EXPLORE OPTIONS TO IMPLEMENT THE FINDINGS OF THE COMPENSATION AND CLASS STUDY FROM BAKER TILLY.

Mayor Supple turned the presentation over to City Manager Rodriguez. City Manager Rodriguez introduced the topic and explained the step staff took to get to this point. She talked about how staff has been working to review the material from Baker Tilly and noted that the union members are included in the report as a reference, but still need to come to agreement with the bargaining units.

City Manager Rodriguez turned the presentation over to Assistant City Manager Thongvanh, he introduced Lexi Scholten from Baker Tilly. He thanked the staff for all their work on this project over the past months. He provided more background to the project and turned the presentation over to Ms. Scholten.

Ms. Scholten provided a summary of what the presentation will cover. She talked about how the proposed compensation was determined and outlined Baker Tilly's process. This included providing a summary of the various inputs that go into impacting the final compensation package. She talked about the phases of this project and what was covered in each of these steps. She talked about Baker Tilly's Systematic Analysis and Factor Evaluation (SAFE) tool and what goes into this determination. She talked about how the market impacts these scales and how peer organizations were used to set a baseline for data. She discussed how twelve peer organizations were identified by the compensation and classification committee.

Ms. Scholten discussed some of the other items that went into the evaluation, including the benefits. She also talked about how they were able to get comparison data for private sector jobs. She talked about how the cost of labor differentials were incorporated into the study. She spoke about how Baker Tilly was able to calculate a market value for 90 out of 100 positions the study covered. She noted that Baker Tilly needs at least three matches in the peer organization to calculate a standard market value. Baker Tilly found the city of Richfield is, on average, 1.9% below the midpoint. Ms. Scholten discussed the market assessment and what was found for benefits comparison.

Ms. Scholten talked about the process for development of the pay plan. She outlined the two pay plans that were created for the city as the general plan and the seasonal plan. She provided background on the city's current pay plans and the differences. She introduced the updated general plan which updates and combines the current general services and management plans. She talked about how this new pay plan is 100% aligned (at the midpoint) to the market. She noted there was an increase in the spread between the old pay plan and the new proposal. She also talked about the proposed seasonal plan. She spoke about the process for grade assignments and underlined that through this process, the individuals in the positions were not looked at and the workers' performance was not included, only the job duties for the position were evaluated.

Ms. Scholten next introduced the implementation scenarios for the new plans. She noted Baker Tilly never recommends a reduction of a salary in this process. She outlined the process for bringing employees onto the updated pay plans. She talked through the three proposed scenarios and what that would look like for an example employee. She again noted these proposed scenarios do not include represented bargaining units.

City Manager Rodriguez again noted that the comparison to represented employees can be "apples and oranges" and staff were still evaluating what the full financial impact will be. She talked about some of the final implications with these models including the impact to the levy and the fund balance.

Director Verma noted that 70% of the city's total expenses go to cover staff salaries and this will have financial impacts. City Manager Rodriguez talked about the importance of the city having a well-trained workforce, noted it's one of our strategic priorities, underlining how important good employees are to the success of Richfield. She also spoke about some of the impacts of not updating the pay plans in over 20 years. She noted how using the SAFE scores is a more subjective way to evaluate jobs.

Council Member Whalen asked about a timeline for implementation. He also asked about how movement across the pay scales would work. Ms. Scholten noted that this was dependent on the city's pay policies. Human Resources Manager Haefner noted that steps are dependent on completing each year and then explained how the open step plan works.

Council Member Hayford Oleary asked about more detail on the step plan. He noted that he is worried that if the city keeps the steps system, there will be no benefit to staff if they exceed expectations. He also asked about how the open range raises are determined. Assistant City Manager Thongvanh talked about how the open pay plan works, including how raises are determined.

Mayor Supple asked about the difference between pay Option 1 and Option 2. Ms. Scholten stated that with Option 2, staff pay is not only brought up to market rate but also provides a pay bump based on the years in position. Council Member Whalen noted that even with this bump the max listed for the positions would stay the same.

Council Member Hayford Oleary asked about why we have steps and not have everything on an open plan. Ms. Scholten said that this is the standard for how this is done. Council Member Hayford Oleary noted he wished the city had a structure that rewarded doing great work and doesn't feel like the step plan meets this goal. Human Resources Manager Haefner provided more

background on the challenges of going fully with an open range option. Specifically, she talked about the significant amount of additional training this would need for managers and supervisors. Mayor Supple noted one of the historic reasons pay plans were put into place were to ensure equity across workers, particularly between men and women at that time.

Council Member Trautmann said he appreciated opportunities like this. He feels like this is an opportunity to thank staff. He is grateful the city can bring staff salaries to market and was surprised Eagan was considered a peer city, as they have a larger tax base. He asked if more time was needed or more tools necessary to come up with the next steps. City Manager Rodriguez said it would be helpful to get direction from the council and would be willing to hear any other additional proposed options.

Council Member Trautmann said he was inclined to Option 2(a). Council Member Whalen said he wanted to explore matching the midpoint. He said there are some positives to be gained by going above the midpoint. He wants to ensure staff are paid for the great work they are doing. He asked why the city couldn't just bump everyone up a flat amount. He asked if there was a feasible route still within budget where wages could be slightly ahead of the market. Council Member Hayford O'Leary asked if there was another way to provide an incentive for staff that would be just to move everybody up one step. He asked if this would help with staff retention. City Manager Rodriguez responded and said, because it's a tight labor market, and the steps some staff are being hired at, that this process is already outside the budget. She noted that with this bump it could be a very sizable increase and noted that all employees also received a 3% COLA at the start of the year. She said staff could look at this option. She talked about how, because of the limited tax base, Richfield will never be the highest pay option. Council Member Whalen said the staff is the organization and the city should invest in staff, that was driving his decisions. City Manager Rodriguez thanked the council for their supportive comments.

Council Member Hayford O'Leary asked about how common the compression will be at the bottom with these options. Ms. Scholten provided some context to this question. Council Member Hayford O'Leary said he was leaning towards Option 1.

Council Member Trautmann asked what the demographics of the staff who would see these pay bumps. He wanted to know if this impacted the lower or higher end wage earners more. He asked if there was one option that addressed the lower end of the spectrum more. Ms. Scholten said she would have to look at the data to provide a correct answer.

Mayor Supple said Richfield needs to match the market to keep the people already employed but also bring on new workers. She said the most important item would be to get everyone on the internal pay plan, so folks are not lagging. She also highlighted the city is doing well with the benefits. Mayor Supple said she feels like staff need to come back with more information and wanted to better understand what the financial impacts will be to the city. She wants to balance out the needs from the compensation study with impacts to the taxpayer.

Council Member Christensen said she tends to agree with the mayor and would like to focus on retention. She noted the city will have to come back to this after conversations with the unions.

Council Member Whalen asked if the total costs listed in the report were above the amount that was already set aside in the budget. City Manager Rodriguez noted these proposed financial impacts would also include what is budgeted. She did state that the estimated amounts in the reports do not include FICA and other benefit impacts. Council Member Trautmann asked some clarifying questions about how this study related to union negotiations. City Manager Rodriguez said that staff needs to sit down with the unions, but this study will provide context for these discussions.

City Manager Rodriguez provided a summary of the discussion and outlined the next steps for staff. She said staff was originally trying to implement April 1st but that will likely change due to the direction from council.

Council Member Trautmann had a final message about how the infrastructure currently in place, including staff, is super important and that he wanted to thank everyone for the work they do. Mayor Supple thanked everyone for the work they did on this process. Council Member Whalen said he would be interested to hear from staff and wanted to know a good way for staff to provide comments on this process. Council Member Hayford Oleary said he feels like it could be helpful to have a 10-day comment period from staff. City Manager Rodriguez said the team would work to provide an option for staff to contribute comments. Council Member Trautmann said he would also enjoy hearing from staff.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:59 pm.

Date Approved: February 28, 2024

Mary B. Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

February 28, 2024

CALL TO ORDER

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

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

Staff Present: Katie Rodriguez, City Manager; Libby Kantner, City Attorney; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Mike Dobesh, Fire Chief; Julie Urban, Assistant Community Development Director, and Chris Swanson, Management Analyst

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

IN MEMORIUM

Mayor Supple requested a Moment of Silence to honor the three Burnsville First Responders who lost their lives in the line of duty and gave condolences to their families for their loss.

City Manager Rodriguez gave her thoughts and condolences to the families of the officers and first responders as well as the staff at Burnsville. She indicated Richfield's staff, especially the first responders, continued to be impacted by this tragedy. She thanked Richfield's first responders and Police Officers for everything they do in keeping everyone safe.

Mayor Supple stated she had received a message from the Burnsville Mayor thanking the Richfield staff for all of their help and they appreciated the support.

OPEN FORUM

Mayor Supple reviewed the options to participate:

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

Kathleen Balaban, 65th and Stevens, expressed concern about proposed amendments changing the city government structure from Mayor-Council to Council-Manager system. She noted her concern

regarding the use of electronic signatures. She advocated for the right to vote on changes to the City Charter, citing staff-initiated changes that were not requested by the citizens.

City Manager Rodriguez read an email received from Deb Nordmarken expressing concern about the affordability of homes in Richfield and the City Council's spending decisions, along with the Council not listening to residents and for making decisions without proper funding in place. Ms. Nordmarken requested a report on the City's efforts to seek out new businesses, including clean-up plans and ideas to entice retail industry.

APPROVAL OF MINUTES

M/Christensen, S/Hayford Oleary to approve the minutes of the: (1) City Council Work Session of February 13, 2024; (2) Regular City Council Meeting of February 13, 2024.

Motion carried: 5-0

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

Motion carried: 5-0

ITEM #2	RICHFIELD POLICE K-9 BADGING CEREMONY
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Mayor Supple invited Chief Henthorne to the podium to administer the Oath of Office to canine Officer Orion and canine Officer Riggs.

Chief Henthorne summarized the Police canine program and administered the Oath of Office to canine Officer Orion and canine Officer Riggs.

ITEM #3	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- 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)

RESOLUTION NO. 12186

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

- C. Consider approval of the bid tabulation and authorization 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 program (Staff Report No. 28)

RESOLUTION NO. 12187

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

RESOLUTION NO. 12188

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

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

Motion carried: 5-0

ITEM #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #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)
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Council Member Hayford Oleary presented Staff Report 29 and opened the public hearing.

Council Member Whalen pointed out a mistake in the staff report and resolution regarding the amount of \$423 and \$432. City Attorney Kantner noted the mistake would be corrected and the Council could proceed with the approval.

M/Hayford Oleary, S/Trautmann to close the public hearing.

Motion carried: 5-0

M/Hayford Oleary, S/Whalen to adopt a 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.

RESOLUTION NO. 12185**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**

Council Member Trautman pointed out that this was a powerful tool and thanked staff for making it a priority for new homeowners in Richfield. Mayor Supple echoed Council Member Trautman's sentiments and indicated the rehabilitation program was very valuable.

Motion carried: 5-0

ITEM #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)
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Whalen presented Staff Report 30.

M/Whalen, S/Hayford Oleary to approve an Ordinance amending Subsection 925.13 of the Richfield Code of Ordinances Amending the Public Nuisance Code to add a provision relating to flexible dumpsters.

Council Member Hayford Oleary thanked staff for the changes and believed this would ensure people were being good neighbors. He stated he was in support of this.

BILL NO. 2024-01**AN ORDINANCE AMENDING SUBSECTION 925.13 OF THE
RICHFIELD CODE OF ORDINANCES AMENDING THE PUBLIC NUISANCE CODE
TO ADD A PROVISION RELATING TO
FLEXIBLE DUMPSTERS**

Motion carried: 5-0

M/Whalen, S/Hayford Oleary to approve 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.

BILL NO. 2024-02**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**

Motion carried: 5-0

ITEM #7	CONSIDER THE FIRST READING OF AN ORDINANCE AMENDING THE CURRENT CITY CHARTER BASED ON THE CHARTER COMMISSION'S RECOMMENDATIONS. (STAFF REPORT NO. 33)
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Council Member Trautman thanked the Commission members and staff for their work on this Ordinance. He presented Staff Report 33.

M/Trautmann, S/Hayford Oleary to approve the first reading of an Ordinance Adopting Comprehensive Amendments to the Richfield City Charter.

Council Member Hayford Oleary clarified they were not changing the form of government from the current structure. He noted the current city structure is Council-Manager and they would continue and that remains unchanged. He stated the intent of updating this language is to improve clarity on responsibilities in the event of an emergency.

Mayor Supple thanked the Charter Commission members and staff who worked on this.

Council Member Whalen noted a lot of the changes were non-significant updates and the form of government was not changing. He indicated a couple of slightly more significant changes related to what to do when there was a vacancy and when a special election was warranted as well as the emergency powers of the mayor, which had come up during the pandemic.

Council Member Trautmann inquired if each change to the Charter required a unanimous vote. City Attorney Kantner responded that was correct.

Council Member Trautmann pointed out that among the Council when they were discussing this there was no universal agreement, but a consensus was eventually reached.

Management Analyst Swanson noted the Commission had met more in the last 2.5 years reviewing this document than the Commission met in the prior 7 plus years. He thanked all members of the Charter Commission.

Mayor Supple thanked Management Analyst Swanson for researching the historical information on the original document.

Motion carried: 5-0

ITEM #8	CONSIDER THE APPROVAL OF AGREEMENT 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)
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Council Member Christensen presented Staff Report 32.

The council asked general questions about the funding and what organizations were receiving the money. Assistant Community Development Director Urban answered the questions for the council.

M/Christensen, S/Whalen to approve the agreement with non-profit organizations to provide social services to the City of Richfield and authorize the City Manager to execute agreements with those agencies.

Motion carried: 5-0

ITEM #9	CITY MANAGER'S REPORT
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City Manager Rodriguez did not have anything to report.

ITEM #1-	CLAIMS AND PAYROLL
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M/Trautmann, S/Hayford Oleary that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>02/22/2024</u>
A/P Checks: 326833 – 326975	\$1,130,236.95
Payroll: 185530 – 185845, 43773 – 43784	<u>\$965,631.10</u>
TOTAL	\$2,095,868.05

Motion carried: 5-0

ITEM #11	HATS OFF TO HOMETOWN HITS
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Council Member Trautmann thanked staff for taking the time to have the evaluation done regarding employee compensation and stated the city is in better shape than it had been in the past. He appreciated the moment of silence for the Burnsville first responder and police officers and gave hats off to the Richfield first responders, police officers, and firefighters.

Council Member Hayford Oleary gave hats off to the Transportation Commission for their work on Nicollet Avenue reconstruction.

Council Member Christensen gave hats off to the Parks and Recreation Department for the activities coming up this spring and summer.

Council Member Whalen stated there was also a new recreation fee assistance program for people who were unable to afford the fee of a recreation program. He thanked staff for their work on this program.

Mayor Supple stated there was going to be a listening session which would include policymakers with the Richfield Disability Advocacy Partnership as sponsors on March 7 from 7 p.m. to 8:30 p.m. in the Richfield Public Schools Boardroom. She gave a shout out to the Richfield Dual Language School students. She gave a shout out to the community members who attended the precinct caucus. She gave a shout out for the recreations program day trips scheduled. She thanked everyone for making her available to go to the League of Minnesota Cities training.

ITEM #12	ADJOURNMENT
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M/Whalen, S/Hayford Oleary to adjourn the meeting at 7:55 p.m.

Motion carried: 5-0

Date Approved: March 12, 2024

Mary B. Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



STAFF REPORT NO. 34
CITY COUNCIL MEETING
3/12/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
3/4/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
3/6/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's A Toast To Richfield event to take place on Thursday, May 9, 2024, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

EXECUTIVE SUMMARY:

On February 23, 2024, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's A Toast To Richfield event to take place on Thursday, May 9, 2024. The event will take place from 6:30 p.m. to 9:00 p.m. in the atrium area of Woodlake Center, located at 6601 Lyndale Avenue South.

This will be an event open to those 21+, verified before entrance. The request is to serve wine, beer and spirits tastings. They will have several wine, beer, and spirits vendors. They will also offer appetizers, desserts, water and coffee.

All required information, documents and licensing fees have been provided. The Director of Public Safety has reviewed all required information and documents and has found no basis for denial.

The City Council has previously granted this license in conjunction with this event.

RECOMMENDED ACTION:

By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for Richfield Foundation's A Toast To Richfield event, to take place on Thursday, May 9, 2024, in the atrium area of Woodlake Center, located at 6601 Lyndale Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The applicant has satisfied the following requirements for the issuance of this license:

- The required licensing fees have been received.
- Proof of liquor liability insurance has been provided showing Evanston Insurance Company affording the coverage.
- The Richfield Foundation has contacted food sanitarians from the City of Bloomington to ensure food handling practices are followed.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

This is standards business.

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

Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

D. **CRITICAL TIMING ISSUES:**

The Richfield Foundation's A Toast To Richfield event takes place on Thursday, May 9, 2024, so approval by the City Council is needed at the regular meeting on March 12, 2024.

E. **FINANCIAL IMPACT:**

The required licensing fees have been received.

F. **LEGAL CONSIDERATION:**

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

The Council could deny the approval of the Temporary On Sale Intoxicating Liquor license for the Richfield Foundation. This would mean the applicant would not be able to serve alcohol at their Wine Tasting event; however, Public Safety has not found any basis for denial.

PRINCIPAL PARTIES EXPECTED AT MEETING:

A representative of the Richfield Foundation will be present.

ATTACHMENTS:

Description	Type
Temp liquor - A Toast To Richfield	Cover Memo



CITY OF RICHFIELD

Application for Temporary Liquor License

2024

LOGIS # 6075

PAID FEB 23 2024

For Temporary On-Sale Intoxicating Liquor and 3.2 Percent Malt Liquor licenses, you must also complete the enclosed Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division application. The forms should be submitted to the City at least 60 days before the event for which the temporary license is issued to ensure review by the City and the State of Minnesota.

TYPE OF TEMPORARY LICENSE

(You must select temporary intoxicating liquor and wine if interested in serving strong beer)

- ☒ Temporary On-Sale Intoxicating Liquor & Wine \$185.00
☐ Temporary On-Sale 3.2 Percent Malt Liquor only \$115.00

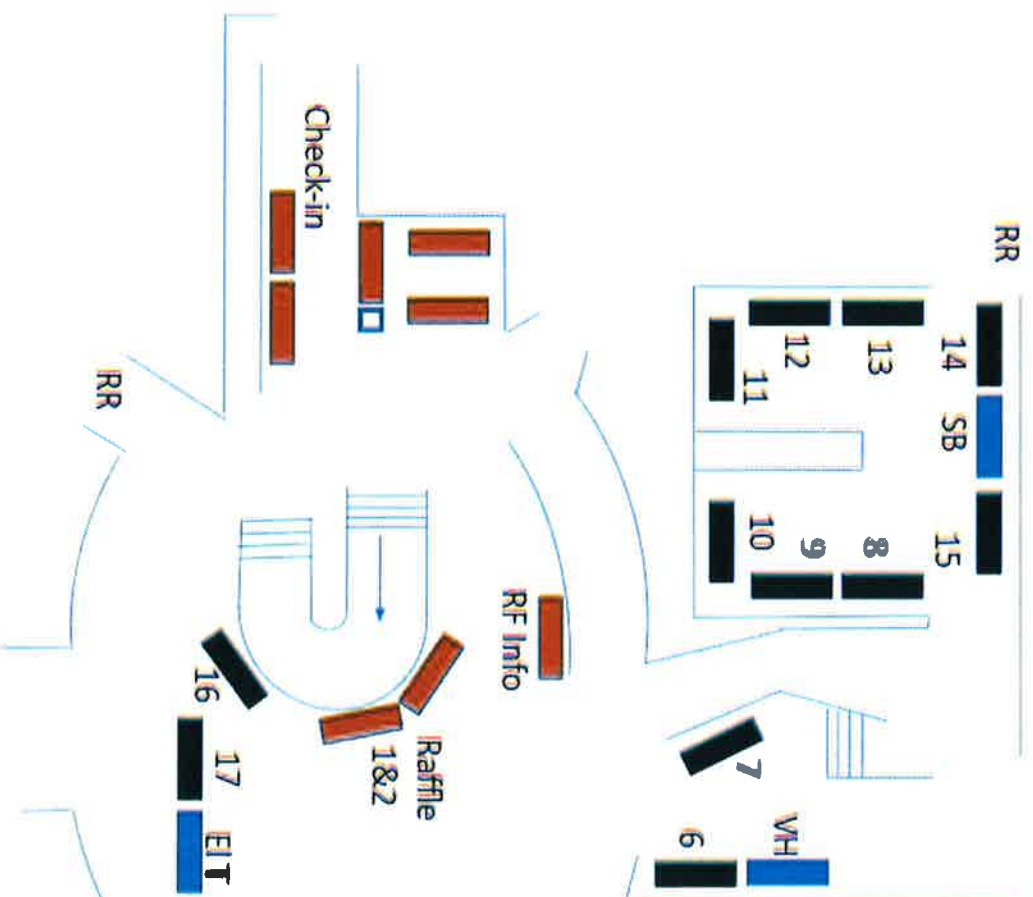
Name of Applicant: Katherine Burghardt Title: Board Member
Organization Name: Richfield Foundation
Address: PO Box 23077 City: Richfield Zip: 55423
Date organized: 12.8.1988 Tax Exempt number: 41-1634223
Contact Person: Katherine Burghardt Phone: 612-619-7096 Email: Katherine@richfieldfoundationmn.org

Event name and location where license will be used: A Toast to Richfield
@ Woodlake Health + Office Centre
6601 Lyndale Ave S, Richfield, MN 55423
Date(s) and exact times when alcohol will be served: 5.9.2024 6:30pm - 9:00pm

Briefly describe the nature of your event, including any food that will be served and entertainment for the event- * Also include a drawing showing where alcohol is being served and describe how alcohol will be monitored:

A Fundraiser for the Richfield Foundation
featuring wine, beer + spirits tastings (coordinated through
Richfield Liquors). Light appetizers, music with beer +
Wine raffle will be available. Alcohol served/poured as
samples by vendors to participants 21+ years old. (IDs verified
*If serving food, a temporary food license with the city is required. before entrance.)

Kitchenette



A Toast to Richfield Main Floor

The Protagonist

22 21 20 19
18 Prot

Band

Raffle 1&2
16 17 ET

RF Info

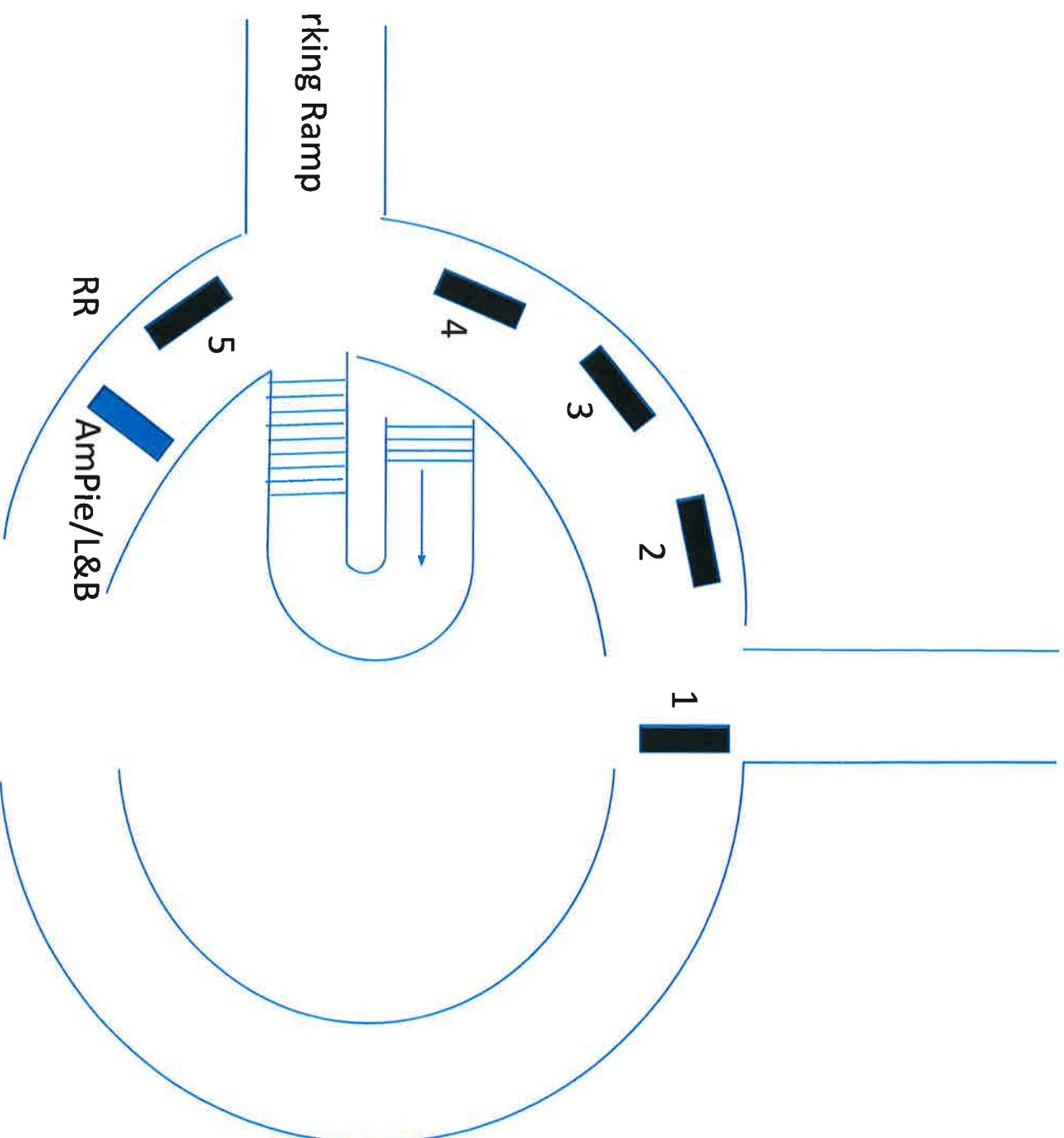
Check-in

RR

14 SB 15
13 8
12 9
11 10

VH
7 6

A Toast to Richfield Upper Floor



Temporary On-Sale 3.2 Percent Malt Liquor License Applicants

- 1) Are you a club, charitable, religious, or nonprofit organization? N/A Yes _____ No _____
- 2) If prior temporary on-sale 3.2 percent malt liquor licenses have been granted to Applicant in the past twelve months, state the date each license was granted: _____

Temporary On-Sale Intoxicating Liquor License Applicants

- 1) Are you a club, charitable, religious, or nonprofit organization that has existed for at least three years?
 Yes X No _____
- 2) Are you a political committee registered under Minn. Stat. § 10A.14? Yes _____ No X
- 3) Are you a State university seeking temporary license in connection with a social event?
 Yes _____ No X
- 4) If prior temporary on-sale intoxicating liquor licenses have been granted to Applicant in the past twelve months, state 1) the dates each license was granted; 2) the number of days (one, two, three, four) the license was in effect; and 3) the location for which the license was issued:
1) Issued 5.11.2023
2) One day license # 5604
3) Woodlake Health + Office Center, Richfield, MN
- 5) If a prior temporary on-sale intoxicating liquor license has been granted to Applicant in the past 30 days, was the license issued in connection with an event officially designated by a community celebration by the City? Yes _____ No _____ N/A
- If "Yes," state the name and date of the event, the date(s) the license was in effect, and the location for which the license was issued: _____

6) Is Applicant contracting for intoxicating liquor catering services with the holder of a full-year on-sale intoxicating liquor license issued by the City or any other municipality? Yes _____ No X

If "Yes," state the name and contact number of the on-sale intoxicating liquor licensee with which Applicant is contracting:

Name: _____ Phone: _____

7) You must provide proof of liquor liability insurance. Has the required proof of liquor liability insurance been provided? Yes X No _____ See attachment

APPLICANT'S STATEMENT

I declare that the information I have provided on this application is truthful and I understand the disclosure of information on this form is voluntary and that I am not legally required to provide it. However, I understand the City may not be able to process this application without the information. After issuance of the license, all information in this application will be public pursuant to Minnesota Statutes, Chapter 13. I understand that falsification of answers on this application will result in denial of the application.

I hereby authorize the City of Richfield to have access to all sources of information which may be consulted to verify the information I have provided above. This includes authorization to check criminal history records if any have been asked to provide that information.

Katherine E. Burghardt
Applicant Signature

2.19.2024
Date

KATHERINE E. BURGHARDT
Printed Name of Applicant

Form
Sp:C1

City of Richfield License Applicant Information

Under Minnesota Law (M.S. 270C.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal, or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest;
- The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service;
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the Department of Revenue.

Please print or type

Name of license being applied for or renewed: Application for Temporary liquor license

Licensing Authority (Name of city, county, or state agency issuing license): City of Richfield

Licensing (or renewal) date: 2-19-2024 Event - ~~5-9-2024~~
5-9-2024

Personal Information:

BURGWARDT KATHERINE E. 481-94-5793
Applicant's last name First name and initial SSN or ITIN (if applicable)

7527 1ST AVE S RICHFIELD MN 55423
Applicant's address City State Zip Code

Business Information (if applicable):

RICHFIELD FOUNDATION
Business name

PO BOX 23077 RICHFIELD MN 55423
Business address City State Zip Code

? 41-1634223
Minnesota tax identification number Federal tax identification number

If a Minnesota tax identification number is not required, please explain on the reverse side of this form.

Katherine E. B. Board Member 2-19-2024
Signature Title Date

**APPLICATION FOR LICENSE INVOLVING
PRIVATE OR CONFIDENTIAL INFORMATION
(Tennessen Warning)**

IN CONNECTION WITH YOUR REQUEST FOR A LICENSE, THE CITY HAS ASKED THAT YOU PROVIDE IT WITH INFORMATION ABOUT YOURSELF WHICH IS CLASSIFIED AS EITHER PRIVATE OR CONFIDENTIAL BY THE MINNESOTA GOVERNMENT DATA PRACTICES ACT (M.S.A 13.04). ACCORDINGLY, THE CITY IS REQUIRED TO INFORM YOU OF THE FOLLOWING:

1. The Purpose and intended use of the information requested is: To determine if you are eligible for a license from the City of Richfield.
2. You are not legally obligated to supply the requested information.
3. The known consequences of supplying the requested information is: The information or further investigation could disclose information, which could cause your application to be denied.
4. The known consequences of refusing to supply the requested information is: Your request for a license cannot be processed.
5. The following persons and entities are authorized by law to receive the information if provided: Staff of Richfield Public Safety Department, Bureau of Criminal Apprehension, Hennepin County Warrant Office, Ramsey County Warrant Office, State of Minnesota – Driver License Section, Hennepin County Auditor, and other governmental agencies necessary to process your application.

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice.

SIGNATURE: Kathleen DATE: 2-19-2024

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: _____
(NOT the insurance agency)

Policy Number or Self-Insurance Permit Number: _____

Dates of Coverage: _____

(or)

I am not required to have workers' compensation liability coverage because:

☒ I have no employees covered by law.

☐ Other (Specify): _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.


Signature

2.19.2024
Date



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TEMPORARY CONSUMPTION AND DISPLAY PERMIT**

(City or county may not issue more than 10 permits in any one year)

Name of organization RICHFIELD FOUNDATION		Date organized 12.8.1988	Tax exempt number 41-1034233
Organization Address PO BOX 23077		City RICHFIELD	State MN
		Zip Code 55423	
Name of person making application KATHERINE BURGHARDT		Business phone 612-619-7096	Home phone
Date(s) of event 5.9.2024		Type of organization <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit	
Organization officer's name X HUSNIYAH DENT BRADLEY		City RICHFIELD	State MN
		Zip 55423	
Add New Officer			

Location where permit will be used. If an outdoor area, describe.

**WOODLAKE HEALTH + OFFICE CENTRE
6601 LYNDALE AVE S, RICHFIELD, MN 55423**

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County Email Address
	City or County phone number

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35378
INSURED Richfield Foundation c/o Katherine Burghardt 7527 1st Ave S Richfield MN 55423		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5475-M3271163	05/09/2024 12:01 AM	05/10/2024 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 350, Event Type: Wine Tasting. Event Location: Woodlake Centre, 6601 Lyndale Ave S, Richfield, MN 55423

CERTIFICATE HOLDER City of Richfield 6700 Portland Ave S Richfield MN 55423	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35378
---	---	------------------------

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5475-M3271163	05/09/2024 12:01 AM	05/10/2024 12:01 AM	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Deductible \$ 1,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 350, Event Type: Wine Tasting.

CERTIFICATE HOLDER**CANCELLATION**

Woodlake Health & Office Centre 6625 Lyndale Ave S Richfield MN 55423	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Woodlake Health & Office Centre
6625 Lyndale Ave S
Richfield, MN 55423

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



STAFF REPORT NO. 35
CITY COUNCIL MEETING
3/12/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Kris Weiby Veterans Park Facility Manager
Karl Huemiller, Recreation Services Director
3/5/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
3/6/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the acceptance of the quotation from Commercial Recreation Specialists for \$537,556.00 to construct the Splash Pad at the Richfield Outdoor Pool and authorize the Recreation Services Director to proceed with the project.

EXECUTIVE SUMMARY:

On September 13, 2022 the city council passed Resolution 12006 to spend the remaining allocation of the American Rescue Plan Act (ARPA) funds. The allocated portion for the splash pad is \$750,000.

The Recreation department contracted with Aquatic Designs to engineer and design the architectural drawings. Aquatic Designs assisted with development of surveys and hosting open houses to receive residential feedback. In the survey, residents were asked to indicate which types of play features, color schemes, themes, and play activities they preferred for the splash pad. The recreation department in June of 2023 sent out the surveys, conducted an open house in front of the pool, and gave a presentation to the Community Services Commission. The three themes were boats/sailing, animals, and wetland/nature setting. The wetland/nature theme was the overall winner during this resident engagement time frame.

RECOMMENDED ACTION:

By Motion: Accept the quotation from Commercial Recreation Specialists for \$537,556.00 to construct the Splash Pad at the Richfield Outdoor Pool and authorize the Recreation Services Director to proceed with the project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The original Richfield pool was constructed in 1961. The main pool started to leak in the early 2000's. A renovation of the pool was planned for 2003. The city decided to rebuild that bath house during that time. During the remodel they piped in for a future Splash Pad expansion. The City of Richfield agreed to fund the Splash Pad using ARPA funds in the amount of \$750,000 on September 12th 2022.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The Splash Pad will have free access to all our residents. It is anticipated that the Splash Pad will be open from Memorial Day through Labor day once completed. This will provide residents a free option to cool themselves during those hot summer months. It will also give our pool users another play feature for them to utilize during the summer.

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

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

Strategic Outcome Considerations: The acceptance of the quote from Commercial Recreation Specialists to assure "*city infrastructure supports service needs*" into the future.

D. CRITICAL TIMING ISSUES:

Installation of the new splash pad equipment and removal off some of existing concrete/fence line will take place in the Spring of 2024.

E. FINANCIAL IMPACT:

Funding for the new Splash Pad will come from allocated ARPA money by the city council. They allocated \$750,000 for this project.

The proposed project budget of \$537,556.00 includes all of the following:

- Removal of old concrete and fence line.
- Removal of base layer of dirt.
- Excavation & grading within the container
- Drain tile, initial grading, backfill, sod & seed, export unwanted fill.
- Installation of Splash Pad
- Add a new Sand Filter in the bath house
- Add a new Accutab chemical feeder in the chemical room
- Add a new surge tank dedicated to the splash pad
- Add circulation pumps for splash pad and play features
- Any electrical work associated with splash pad
- Add water play features
- Add Shade Structure
- Add Seating areas
- Add new fence line and gate that separates the splash pad and zero depth pool
- Add new ADA curb cuts to entry of splash pad.
- New pool heater dedicated to splash pad

F. LEGAL CONSIDERATION:

There are no legal considerations for this item.

ALTERNATIVE RECOMMENDATION(S):

Reject the quote and delay the installation of the new Splash Pad.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Quote for Splash Pad Instalation	Cover Memo
□ 3D Splash Pad design	Cover Memo



COMMERCIAL
RECREATION
SPECIALISTS

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Quote

Quote Number: 0024573
Quote Date: 2/5/2024

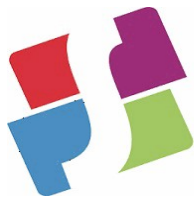
Bill To :
City of Richfield
636 East 66th Street
Minneapolis, MN 55423

Ship To :
City of Richfield
636 East 66th Street
Minneapolis, MN 55423
Ph: 612-861-9355

Customer ID	Customer PO Number	Sales Rep Name
CITY OF RICHFIELD		Jeff Corniea
Valid Through	Shipping Method	Payment Terms
3/6/2024	BEST WAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
	City of Richfield Splashpad Equipment and Installation - MN State Swift Contract #218097			
/99999 SPLSHPD	Aqualien Flower No2	1.00	4,820.00	4,820.00
/99999 SPLSHPD	Activator No3	1.00	3,470.00	3,470.00
/99999 SPLSHPD	Water Bloom No1	2.00	710.00	1,420.00
/99999 SPLSHPD	Butterfly No1	1.00	7,850.00	7,850.00
/99999 SPLSHPD	Cattail	1.00	6,120.00	6,120.00
/99999 SPLSHPD	Directional Jet No1	4.00	500.00	2,000.00
/99999 SPLSHPD	Flower	1.00	12,630.00	12,630.00
/99999 SPLSHPD	Flower No6	1.00	11,710.00	11,710.00
/99999 SPLSHPD	Frog No5	1.00	15,810.00	15,810.00
/99999 SPLSHPD	Geyser No1	2.00	550.00	1,100.00
/99999 SPLSHPD	Jet Stream No1	4.00	550.00	2,200.00
/99999 SPLSHPD	Oak Tree	1.00	22,500.00	22,500.00
/99999 SPLSHPD	Snail No4	1.00	8,100.00	8,100.00
/99999 SPLSHPD	Side Winder	1.00	980.00	980.00
/99999 SPLSHPD	Playsafe Drain No4	1.00	1,570.00	1,570.00
/99999 SHADE	EOSPP101008 10' x 10' Offset Single Post Pyramid - 8' Eave - Pier Mounted Columns	2.00	6,570.60	13,141.20
/99999 PARK MISC ITEMS	CRB-6 6' Carnival Bench	2.00	1,359.00	2,718.00

Continued



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CITY OF RICHFIELD		Jeff Corniea
Valid Through	Shipping Method	Payment Terms
3/6/2024	BEST WAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
/DISCOUNT CA	MN State Contract Discount Equipment Subtotal after discount = \$118,139.20 - \$2,362.78 = \$115,776.42	1.00	2,362.78-	2,362.78-
/99999 SHADE	MN Professional Engineer Sealed Drawings	1.00	945.00	945.00
/99999 SPLSHPD	Water Quality Management Sys. Includes: Modular WQMS, Vault Manifold, Acid-Rite & Accutab chemical erosion feeders, 3,000 gal containment tank, debris trap/rain diverter.	1.00	145,512.78	145,512.78
/ADMIN FEE	Payment and Performance Bonds	1.00	14,250.00	14,250.00

Continued



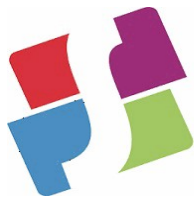
Quote Number: 0024573
Quote Date: 2/5/2024

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Customer ID	Customer PO Number	Sales Rep Name
CITY OF RICHFIELD		Jeff Corniea
Valid Through	Shipping Method	Payment Terms
3/6/2024	BEST WAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
/SPLASHPAD SVC	Splashpad Installation	1.00	249,559.80	249,559.80

Continued



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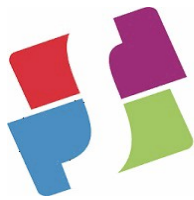
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Customer ID	Customer PO Number	Sales Rep Name
CITY OF RICHFIELD		Jeff Corniea
Valid Through	Shipping Method	Payment Terms
3/6/2024	BEST WAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
	<p>Scope:</p> <ul style="list-style-type: none">Excavation of water containment tank, rain diverter, and vault manifold areas.WQMS setting and securing the water containment tank and placing the concrete pad.Excavation of splashpad area to 4' below grade. Backfill to 18" below grade with compacted sand for piping installation.Provide and place geotextile fabric and French drain system under sand backfill.Set drain and connect drain lines to rain diverter.Provide concrete leveling blocks for Vortex water features.Set SafeSwap foundations, SafeSwaps, and embedded water features according to manufacturer's written instructions.Provide and install Vault control cabinet.Provide and install Rain Diverter and drain line.Provide and install Modular WQMS System inside building.Bonding/grounding of construction rebar and all water features and shade.Electrical – site electrical work for splashpad with all wiring from main panel to all Vortex mechanicals.Connect tank lines to building plumbing rough ins.Provide and install conduit to Activators and pull Vortex wire to controller.Plumb stainless-steel Vault Manifold Command Center with schedule 80 PVC piping and fittings, valves,			

Continued



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CITY OF RICHFIELD		Jeff Corniea
Valid Through	Shipping Method	Payment Terms
3/6/2024	BEST WAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
	<div>joints and connections.<ul style="list-style-type: none">• Provide and install schedule 80 PVC between manifold and water features.• Pressure test fittings and piping.• Install 3/8" gravel/stone chips around piping and backfill with sand to 6" below final grade.• Install Splashpad in accordance with contract documents (shop drawings, P&E, etc.)• Flush system with water to eliminate any construction debris.• Conduct system test.• Adjust water features water flow to required flow rate.• Concrete preparation with compacted sand and concrete to include 2,500 sq. ft with #4 rebar, 12" on centers. Medium broom finish with saw cuts and cure & seal.• Provide laminated diagram of the manifold chart for the mechanical room.• Pier mount columns for (2) 10' x 10' shades<ul style="list-style-type: none">o Excavating for pier mount footers.o Provide anchoring hardware for pier mount</div>			

Continued



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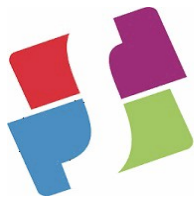
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CITY OF RICHFIELD		Jeff Corniea
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Item	Description	Quantity	Unit Cost	Amount
	<ul style="list-style-type: none">o Provide and install rebar.o Provide and pour concrete for pier mount footers.o Install all shade structure columns.• Erect any additional upper supports of the shade structure.• Assemble the shade structure canopy/canopies.• Provide a certified Vortex splashpad installer/instructor/operator for start-up and operation training. This is required to happen on the same day/same trip as the installation of the vertical features.• Provide a Winterization training on site after Labor Day of the installation year, but before November 1st of the installation year.• Removal of debris and packaging material and final site cleanup.• Final grading and 50 sq ft. of sod around splashpad.• Installation of (5) limestone seating boulders.• Erosion control (silt barrier fencing).• Installation of 80' of trench drain on splashpad dry zone, connected to lift station with Schedule 40 pipe.• Bolt water heater to floor and run the water lines into and out of the heater. <p>Exclusions & Owner/GC Responsibilities:</p> <ul style="list-style-type: none">• Receiving, offloading, storage prior to installation, and site security.• Private/Public utility locate required (Unmarked utilities responsibility of Owner/GC).• Permits and permitting fees not stated above.			

Continued



COMMERCIAL
RECREATION
SPECIALISTS

Quote

Quote Number: 0024573
Quote Date: 2/5/2024

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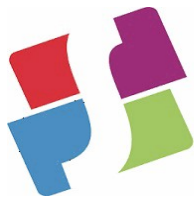
Customer ID	Customer PO Number	Sales Rep Name
CITY OF RICHFIELD		Jeff Corniea
Valid Through	Shipping Method	Payment Terms
3/6/2024	BEST WAY	SEE BELOW

Item	Description	Quantity	Unit Cost	Amount
	<ul style="list-style-type: none">• Provide and install water meter and backflow preventer.• Backflow preventer certification.• Deliver/provide all equipment to the site prior to CRS arrival.• Water line plumbed to backflow preventer in building and ready to be turned on.• Removing or replacing any existing concrete.• Any wall penetrations, sleeves, or knockouts.• Weekend work.• Out of sequence work.• Prevailing wages. <p>Terms: Freight is based on current quoted rates and are subject to change. Actual freight charges will be charged at the time of shipment and included on the final invoice. Equipment to be invoiced upon shipment. Installation to be invoiced upon substantial completion.</p>			

Note: This quote is valid for 30 days. Please review the above information carefully. It defines your order as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

Net Order: 526,044.00
Freight: 11,512.00
Sales Tax: 0.00
Order Total: 537,556.00

Customer Acceptance: _____ Date: _____
david



COMMERCIAL RECREATION SPECIALISTS

Quote

Quote Number: 0024573
Quote Date: 2/5/2024

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807 Liberty Dr., Ste 101
Verona, WI 53593-9160
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Terms and Conditions

1. When Installation or site work is specified in the proposal or quote, site security is not included. The customer is responsible for ensuring security during the project when Commercial Recreation Specialists, Inc. is not present installing the specified system and immediately upon completion of the installation. In the event of vandalism or unexpected damage, Commercial Recreation Specialists, Inc. reserves the right to charge the customer for repairs and/or replacement goods.
2. This proposal or quote may be withdrawn if not accepted within thirty (30) days of its issuance. Commercial Recreation Specialists, Inc. will consider reasonable revisions to this proposal included in the terms of a subcontract provided it accurately incorporates the terms and conditions of this proposal. A proposal or quote not accepted within thirty (30) days will be subject to price escalation for Installation materials, equipment, and freight. Commercial Recreation Specialists, Inc. reserves the right to adjust its quoted price if the terms of a related subcontract increase its costs or add to Commercial Recreation Specialists, Inc.'s administrative time of compliance.
3. When Installation or site work is specified in the proposal or quote, all work shall be performed according to industry standards. Areas in which Commercial Recreation Specialists, Inc. Installation Team will be working shall be free and clear of all debris and accessible to any/all equipment necessary to perform the proposed work. Commercial Recreation Specialists, Inc. assumes the site is buildable and has suitable subsurface conditions to allow the proposed construction.
4. Unless waived in writing by Commercial Recreation Specialists, Inc., any changes to the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order.
5. Commercial Recreation Specialists, Inc. is not responsible for any delays due to strikes, accidents, weather, acts of God, and/or other delays beyond the control of Commercial Recreation Specialists, Inc. Commercial Recreation Specialists, Inc. is not responsible for any damages due to any of the above or similar causes outside of its control.
6. Commercial Recreation Specialists, Inc. is not responsible for receiving, off-loading, storage, installation, project management or coordination, piping, anchor bolts, concrete, surfacing, electrical, plumbing, bonding, bonding payment, geotechnical survey work, excavation, removal of existing materials, removal of debris and packaging material, site restoration, permits permit fees, stamped drawings or Health department approval unless otherwise specified in the above proposal or quote.
7. The Customer is responsible for inspecting all deliveries for damage, noting any damage on the bill of lading, and notifying Commercial Recreation Specialists, Inc. within one (1) day of receiving.
8. If applicable, sales tax has been included and will only be removed upon presentation of a Tax-Exempt form, Resale Certificate, or Capitol Improvement form. In the event any assertion of tax-exempt status is later denied by a taxing authority, the buyer will be responsible for the unpaid tax and any penalties and interest charges.
9. Freight shown is an estimate based on current quoted rates and is subject to change. Actual freight costs will be charged at the time of shipment and will be included on the final invoice applicable, the buyer is responsible for customs fees, duties, or taxes assessed by any port of entry.
10. When Installation or site work is specified in the proposal or quote, Commercial Recreation Specialists, Inc. is not responsible for private or public utility charges to locate services unless otherwise specified in the proposal or quote. Private and public utility efforts to locate services need to be completed and marked before Commercial Recreation Specialists, Inc. arrives site. Commercial Recreation Specialists, Inc. is not responsible for damage to or repair of unmarked utilities.
11. The Customer is responsible for ensuring the scope of work in the quote or proposal meets all local standards and codes and that all required approvals and permits have been obtained unless otherwise noted in the quote or proposal. This responsibility also extends to any changes requested.
12. Commercial Recreation Specialists, Inc. warrants all its labor and workmanship under the attached proposal's scope of work for a period of one (1) year from the date of substantial completion.
13. Any requested special or custom modifications and/or alterations made to products installed by Commercial Recreation Specialists, Inc. may void and null warranties provided by the manufacturer.





**Water
moves
us**



We understand how every drop, stream, and splash shapes the world around us. By harnessing the transformative power of water, Vortex creates play experiences for children to develop, communities to flourish, and businesses to thrive. We exist to leave an impact—one that lasts long after families are dried off.



8,000

Projects
worldwide

50

Countries
served

100+

Awards
& honors

Why choose Vortex?

Our diverse expertise

To foster a rich understanding of your unique needs, our design team draws its talent from many disciplines. Engineers, creative designers, childhood development specialists, and water choreography experts tackle new projects from all exciting angles. Our multidisciplinary approach oversees countless variables including water management, accessibility, and (most importantly) play.

Our superior quality

Every Vortex project is engineered on-site to ensure the highest quality and safety standards. We use stainless and galvanized steel sourced from North America and are vertically integrated for maximum quality control. Manufactured and tested in our Montreal headquarters, products are designed to last and require little maintenance.

Our boots on the ground

We put a lot of stock into local representation. Every collaboration begins by getting to know the families you're servicing and thinking creatively about how we can help them grow. We ensure that no matter where you're situated, our customer service and expert guidance come equipped with an intuitive understanding of what sets your facility apart.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.











All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

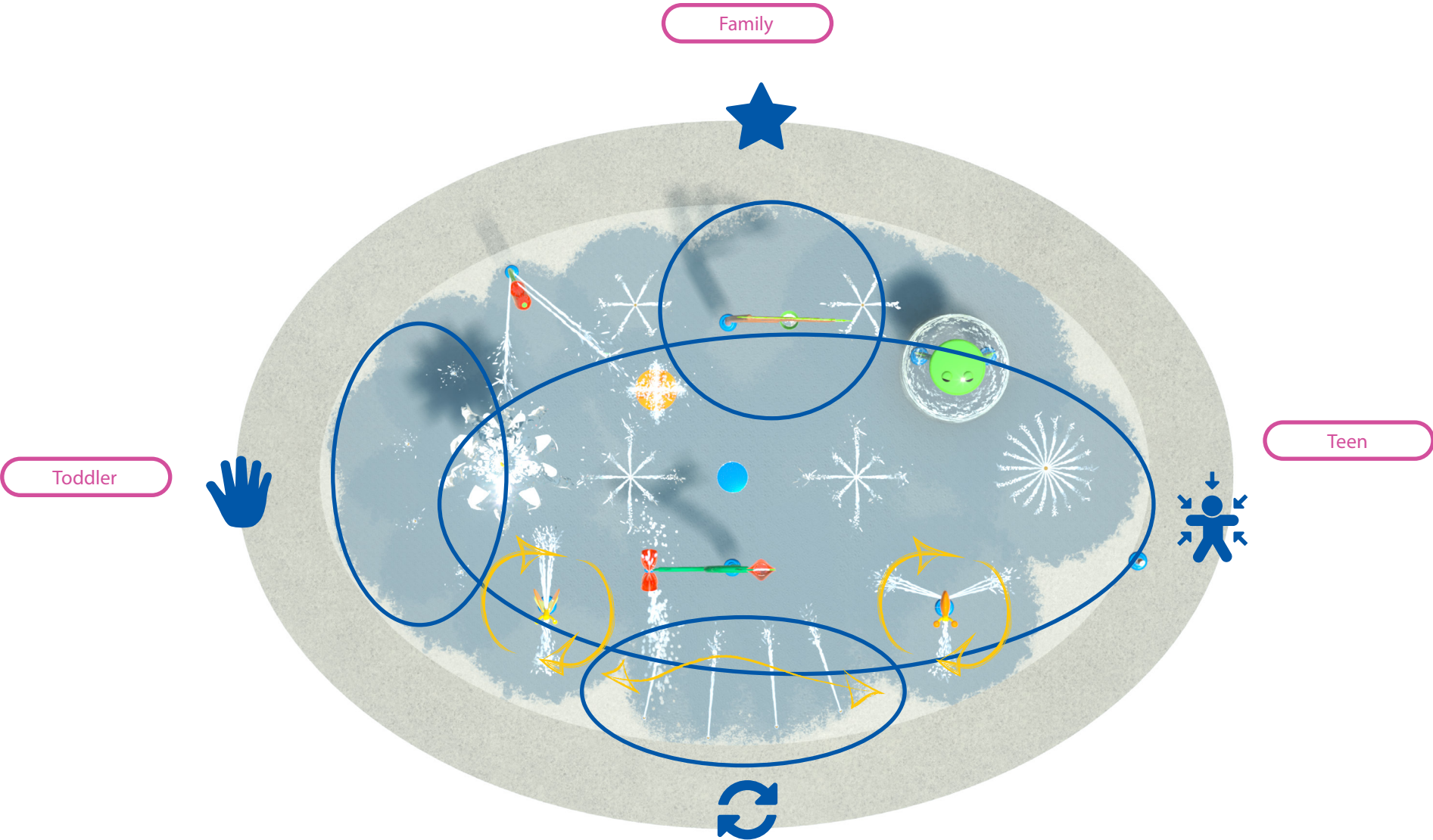


All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Aquatic play may feel spontaneous, but it actually requires lots of planning. We design every play experience to keep families engaged, boost dwell times, and increase return visits.

To build lasting memories among moms, dads, and little ones of all abilities, we carefully consider how to integrate products that cater to everything from the location's footprint and capacity to its demographics and theming objectives.

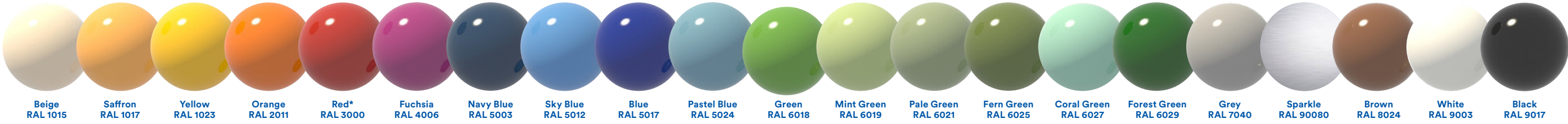
-  **Sensory**
Stimulates & develops multiple sense experiences
-  **Spray**
Encourages teamwork & competition
-  **Tactile**
Promotes discovery of water textures
-  **Iconic**
Features interactive fun & serves as a social gathering place
-  **Circuit**
Encourages physical development
-  **Flow**
Develops discovery & learning
-  **Kinetic**
Features interactive fun & encourages movement
-  **Misty**
Cloud-like experience gives refreshing thrills



Vortex Colors

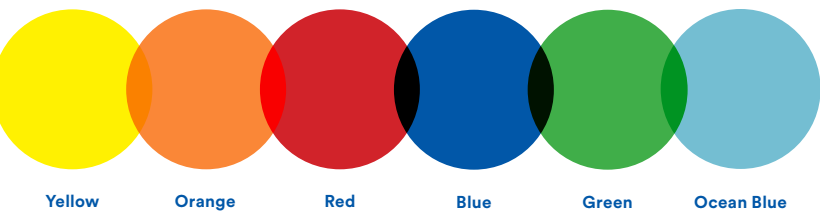
Steel and Fiberglass (excluding waterslides). Certain restrictions apply.

* An additional fee will apply on fiberglass waterslide applications.

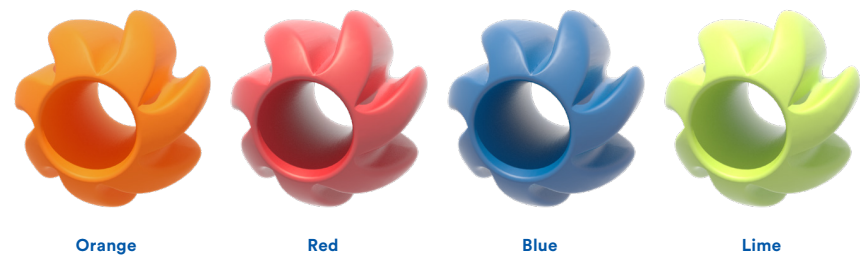


SeeFlow™

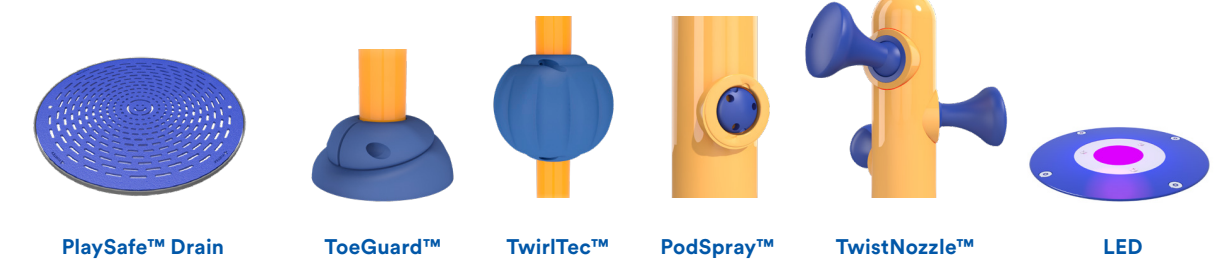
Certain restrictions apply



Orbs

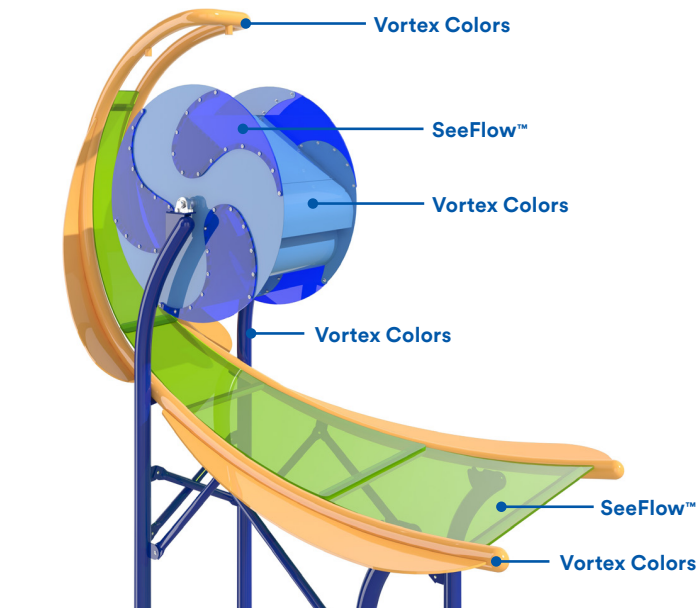


Accessories



Available in Vortex Blue (as shown)

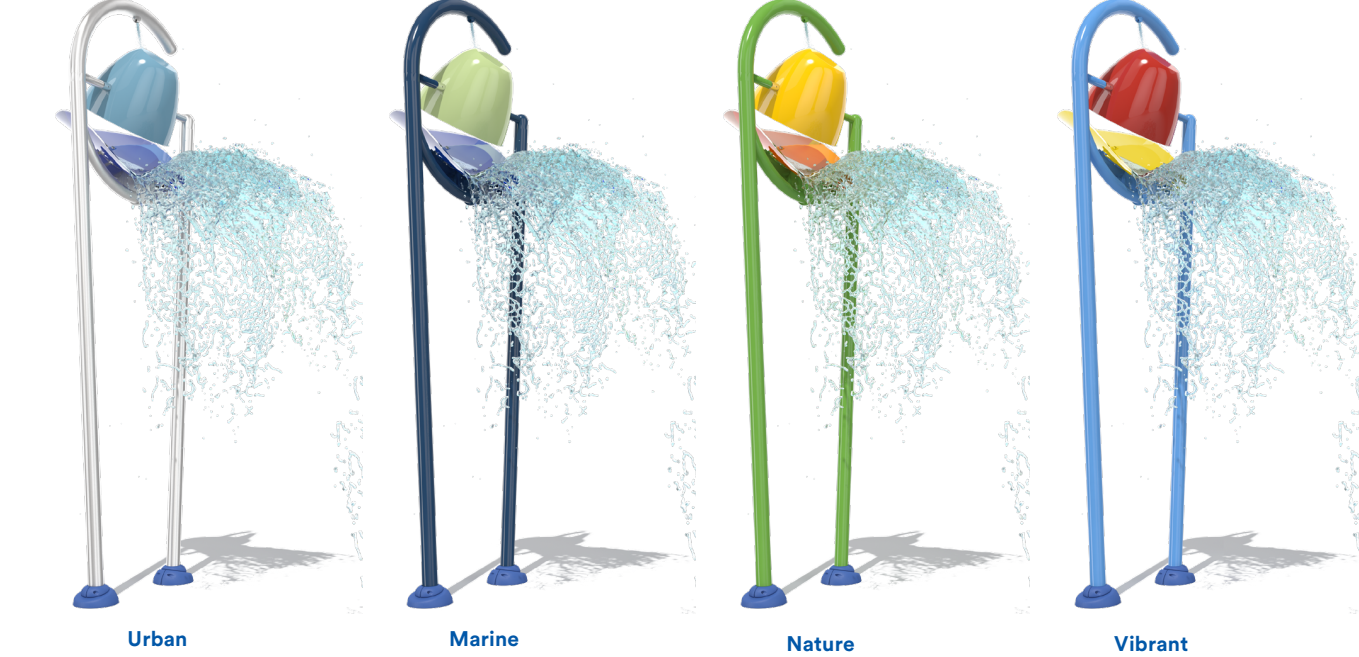
Superwave



Supersplash



Twinsplash



Color Palettes

Choose one of the following Color Palettes by marking the corresponding circle: ☒

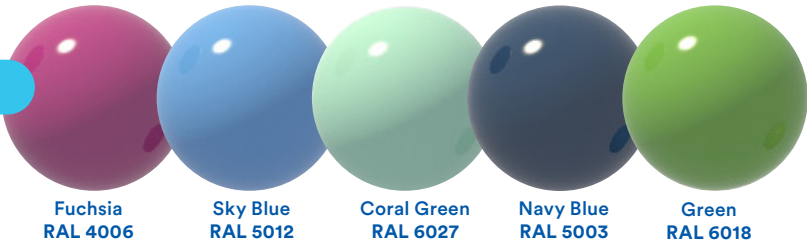
COLOR PALETTE APPROVAL

- ☐ APPROVED AS SHOWN IN RENDERS
- ☐ APPROVED AS NOTED

BY _____ DATE _____



Marine 1



Marine 2



Marine 3



Marine 4



Marine 5



Marine 6



Nature 1



Nature 2



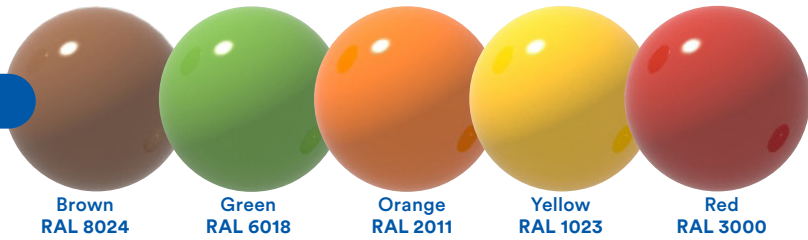
Nature 3



Nature 4



Nature 5



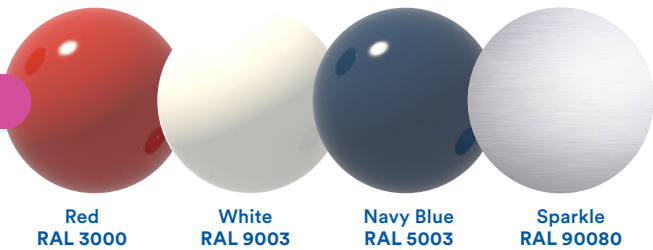
Nature 6



Color Palettes



Urban 1



Urban 2



Urban 3



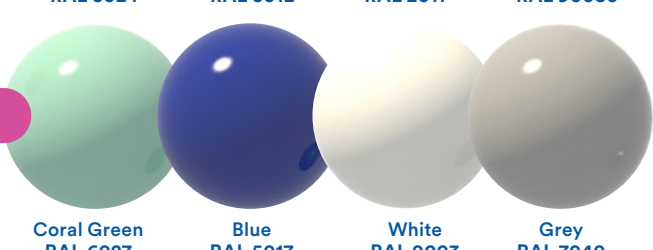
Urban 4



Urban 5



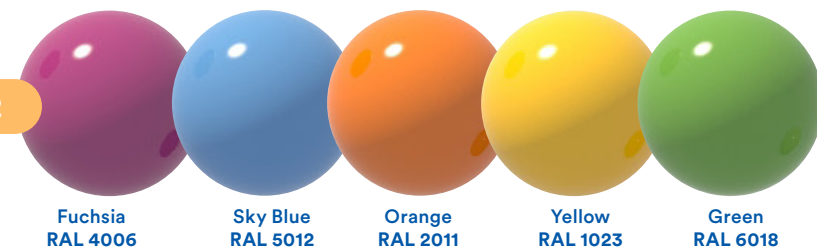
Urban 6



Vibrant 1



Vibrant 2



Vibrant 3



Vibrant 4



Vibrant 5



Vibrant 6



Custom
Palette

Indicate RAL colors here:



Vortex
Designer's Choice

RAL colors used:

Unless otherwise specified, Vortex designers will decide on the application of colors from the chosen color palette to create a harmonious look. Fees will apply for custom colors.



vortex-intl.com

Vortex Aquatic Structures International

info@vortex-intl.com

1.877.586.7839 (USA & Canada)

+1.514.694.3868 (International)



STAFF REPORT NO. 36
CITY COUNCIL MEETING
3/12/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
3/4/2024

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
3/6/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the new Foundational Public Health Responsibilities (FPHR) agreement with the City of Bloomington.

EXECUTIVE SUMMARY:

The purpose of this funding and contract is to support the implementation of Foundational Public Health Responsibilities by community health boards (grantees). The Foundational Public Health Responsibilities are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and programs that must be available in every community.

This funding must be used to fulfill foundational public health responsibilities as defined by the commissioner in consultation with the State Community Health Service Advisory Committee.

The City Council accepted and approved the funding from the Minnesota Department of Health at the January 23, 2024 City Council meeting.

RECOMMENDED ACTION:

By motion: Approve the new Foundational Public Health Responsibilities agreement with the City of Bloomington.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Governmental public health has a unique responsibility for protecting and promoting the health of the public. While Minnesota's nationally recognized state-local public health partnership has served Minnesotans well since it was established in 1976, many state and local health officials have serious concerns about their ability to fulfill that responsibility. A number of challenges have left us all at risk—increasing demands on decreasing resources, the changing role of public health from providing direct services to broader population-based prevention activities, new health threats, disparities in health status, decreasing budgets, and hiring challenges—to name a few.

A group of local and state public health leaders developed a framework for what Minnesotans should expect from their state and local public health partnership. This framework outlines a set of foundational public health responsibilities that are grounded by a core value: where you live should not determine your level of public health protection. The framework also recognizes that diseases and disasters do not distinguish geographic boundaries. The framework is intentionally forward-looking and focused on what should be instead of what is. The framework represents the work governmental public health must do, and the important work governmental

public health does, to meet the unique needs of communities across the state.

Exhibit A of the agreement outlines the scope of services Bloomington Public Health will complete in partnership with Richfield's CHS Administrator.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Health equity is a foundational capability within the framework, ensuring a strong foundation that supports the foundational areas consisting of communicable disease control, chronic disease and injury prevention, environmental public health, maternal child and family health, and access to and linkage with clinical care.

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

Public Health departments across Minnesota are mandated by Minnesota Statute 145A to provide 6 areas of public health responsibilities:

- Assure an adequate local public health infrastructure
- Promote healthy communities and healthy behaviors
- Prevent the spread of communicable diseases
- Protect against environmental health hazards
- Prepare for and respond to emergencies
- Assure health services

D. CRITICAL TIMING ISSUES:

There are no critical timing issues.

E. FINANCIAL IMPACT:

Richfield's allotment of FPHR funding is \$220,548 for CY2024. Annual allotments are scheduled but unknown at this time. Richfield's allotment will be used to pay for the services in the FPHR agreement.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the agreement with the City of Bloomington and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ FPHS agreement	Cover Memo

FOUNDATIONAL PUBLIC HEALTH RESPONSIBILITIES SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

THIS AGREEMENT is made by and between the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 acting through its Public Health Division, (Bloomington”), and **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (“Richfield”). Bloomington and Richfield are herein referred to collectively as the “Parties.”

RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health department operating in accordance with all applicable federal and state requirements.
- B. Bloomington’s Division of Public Health provides Foundation Public Health Responsibilities Services to ensure public health capabilities and programs are available (“FPHR Services”).
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing FPHR Services to its residents, and desires to contract with Bloomington to provide such FPHR Services, funding these duties via Minnesota Department of Health (“MDH”) grant dollars and subject to the grant compliance timeliness provided by MDH.
- D. In previous years, Bloomington has also contracted with the City of Edina, Minnesota (“Edina”) to provide Services.
- E. Bloomington, Edina, and Richfield desire to allocate the costs of the FPHR Services in accordance with each city’s share of total services provided by Bloomington to all three cities, as described in the Cost Allocation Strategy attached as Exhibit B.
- F. The governing bodies of Bloomington and Richfield are authorized by Minn. Stat. §145A.04, Subd. 5, and Minn Stat. §471.59, Subd. 10, to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Richfield.
- G. Through this contractual arrangement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated in Minn. Stat. §145A.04, Subd. 1a(2).
- H. Bloomington is willing to provide such FPHR Services to residents of Richfield on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, City and Contractor agree as follows:

AGREEMENT

1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with FPHR Services as described in the Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between Bloomington and Richfield (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from January 1, 2024 and continuing until June 30, 2025 unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington shall not exceed \$220,548.00, as set forth in Exhibit B and incorporated into this Agreement.
4. **Approvals.** Bloomington will secure Richfield's written approval before making any expenditures, purchases, or commitments on Richfield's behalf beyond those listed in the Services. Richfield's approval may be provided via electronic mail.
5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days’ written notice to the other party. In the event of termination:
 - a. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of the termination, within fifteen (15) days after receipt of Bloomington’s invoice.
 - b. The Parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
 - c. The provisions of this section will continue and survive termination of the Agreement.
6. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices of Richfield, that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. Both Parties shall maintain such records for a minimum of six years after final payment.
8. **Indemnification.**

- a. To the fullest extent permitted by law, Bloomington and its successors or assigns, agrees to protect, defend, indemnify, save, and hold harmless Richfield, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Bloomington's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.
 - b. To the fullest extent permitted by law, Richfield, and its successors or assigns, agrees to protect, defend, indemnify, save, and hold harmless Bloomington, its officers, officials, agents, volunteers and employees from any and all claims, lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorney's fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Richfield's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.
 - c. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
9. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:
- a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.
 - b. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181.

10. **Assignment and Subcontracting.** Neither Richfield nor Bloomington shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.
11. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the Services that Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the Services are performed shall be controlled by Bloomington; however, the nature of the Services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided in this Agreement. All Services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
12. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
13. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Richfield and Bloomington and supersedes any other written or oral agreements between Richfield and Bloomington. This Agreement can only be modified in writing signed by Richfield and Bloomington. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
14. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction

of these courts, whether based on convenience or otherwise. These obligations survive termination of this Agreement.

16. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the Services.
17. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive termination of this Agreement.
18. **Agreement Not Exclusive.** Bloomington retains the right to perform other FPHR Services for other matters, in Bloomington's sole discretion.
19. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. The Parties agrees to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.
20. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Richfield agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of these laws by Richfield or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. The Parties agree to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.

21. **Authorized Agents.** Richfield's authorized agent for purposes of administration of this Agreement is Jennifer Anderson, the Health Administrator/Support Services Manager, or designee. Bloomington's authorized agent for purposes of administration of this Agreement is Nick Kelley, Public Health Administrator, who shall perform or supervise the performance of all Services.
22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431;
Attn: Nicholas Kelley; nkelley@bloomingtonmn.gov; 952-563-4962.
- Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423,
Attn: Jennifer Anderson; jenniferanderson@richfieldmn.gov; 612-861-9881;
- or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.
23. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
25. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
26. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington cannot use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.
27. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

28. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that he/she/they is duly authorized.
29. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

[Signature pages follow.]

IN WITNESS WHEREOF, City and Contractor have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

CITY OF RICHFIELD

DATED: _____ BY: _____
Its: _____

EXHIBIT A TO FOUNDATIONAL PUBLIC HEALTH RESPONSIBILITIES SERVICES
AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND
RICHFIELD

SCOPE OF SERVICES

The purpose of this funding is to support the implementation of Foundational Public Health Responsibilities by community health boards (grantees). The Foundational Public Health Responsibilities are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and programs that must be available in every community.

This funding must be used to fulfill foundational public health responsibilities as defined by the commissioner in consultation with the State Community Health Service Advisory Committee. Based on the recommendation of SCHSAC, Grantees cannot use these funds for non-FPHR activities at this time.

More details on the Foundational Public Health Responsibilities and examples of the work supported by these funds can be found on the MDH website: [*Funding for Foundational Public Health Responsibilities*](#).

Duties:

1. Bloomington and Richfield shall complete, and update as necessary, proposed activities and a workplan for MDH approval in REDCap. This workplan will assure compliance with funding requirements and make connections with other grantees. Any changes made to the original proposal must be reviewed and approved by MDH.

2. Bloomington and Richfield shall complete a proposed budget in REDCap by the date provided to them by MDH. Any revisions made to the original budget must be made in REDCap and reviewed by MDH.

3. Bloomington and Richfield shall implement activities to carry out foundational public health responsibilities in accordance with the definitions outlined on the [*Funding for Foundational Public Health Responsibilities*](#) website and *Foundational Public Health Responsibilities Grant Expenditure Guide*.

4. Bloomington and Richfield shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding reporting and monitoring requirements.

EXHIBIT B TO FOUNDATIONAL PUBLIC HEALTH RESPONSIBILITIES SERVICES
AGREEMENT BETWEEN
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

TERMS OF PAYMENT

- A. The Parties agree to allocate the costs of the Services in accordance with each city's share of the total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.
- B. During the term of this Agreement, Richfield shall pay Bloomington the total not-to-exceed amount of \$220,548.00 for Foundational Public Health Services.

Allocation Method	Share of Total Cost		
	Bloomington	Edina	Richfield
Costs shared equally with an adjustment for social vulnerability index of each city	36%	28%	36%

- C. Bloomington will provide quarterly itemized invoices to Richfield on the following dates:

Invoice Dates:

April 15, 2024

July 15, 2024

October 15, 2024

January 15, 2025

April 15, 2025

July 15, 2025

- D. Richfield shall make payment to Bloomington within 30 days of receipt of Bloomington's invoice.



STAFF REPORT NO. 37
CITY COUNCIL MEETING
3/12/2024

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
 Jay Henthorne, Director of Public Safety/Chief of Police
 3/4/2024

OTHER DEPARTMENT REVIEW:
 CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
 3/6/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the Response Sustainability agreement with the City of Bloomington.

EXECUTIVE SUMMARY:

These new funds are specifically appropriated for public health emergency preparedness and response work.

The purpose of this funding and agreement is to support a robust response to emergencies through planning, training, exercises, and response at the local level. Grant activities will align with the approved areas of focus that include workforce capacity, sustainability, health equity and communication.

The City Council approved the new funding from MDH at the January 9, 2024 City Council meeting.

RECOMMENDED ACTION:

By motion: Approve the Response Sustainability agreement with the City of Bloomington.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Public health departments receive annual Public Health Emergency Preparedness/Cities Readiness Initiative funding (PHEP/CRI) funding that enhances preparedness in the nation's largest population centers, where nearly 60% of the population resides. The program prepares jurisdictions to effectively respond to large public health emergencies with life-saving medicines and medical supplies.

State and large metropolitan public health departments use CRI funding to develop, test, and maintain emergency response plans. These plans detail how health departments will quickly receive medical countermeasures from the Strategic National Stockpile (SNS) and distribute them to local communities.

The Response Sustainability agreement will specifically address the four focus areas mentioned in the Executive Summary; workforce capacity, sustainability, health equity, and communication.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Response Sustainability funding specifically calls out health equity and the need to ensure preparedness plans and activities address health equity gaps and populations, including finding new equity partners to bring into the work.

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

Public Health departments across Minnesota are mandated by Minnesota Statute 145A to provide 6 areas of

public health responsibilities;

- Assure an adequate local public health infrastructure
- Promote healthy communities and healthy behaviors
- Prevent the spread of communicable disease
- Protect against environmental health hazards
- Prepare for and respond to emergencies
- Assure health services

D. CRITICAL TIMING ISSUES:

None

E. FINANCIAL IMPACT:

Richfield's allotment of Response Sustainability funds is \$103,689.14 for work between December 1, 2023 - June 30, 2024. Richfield will use this full funding to pay for Response Sustainability agreement services with the City of Bloomington.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the agreement and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description		Type
▯ RS agreement		Cover Memo

**PUBLIC HEALTH RESPONSE SUSTAINABILITY SERVICES AGREEMENT
BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

THIS AGREEMENT is made by and between the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 acting through its Public Health Division, (Bloomington”), and **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (“Richfield”). Bloomington and Richfield are herein referred to collectively as the “Parties.”

RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health department operating in accordance with all applicable federal and state requirements.
- B. Bloomington’s Division of Public Health provides a robust response to Public Health emergencies through planning, trainings, exercises, and response at the local level (“Response Sustainability”).
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing Response Sustainability Services and desires to contract with Bloomington to provide such Response Sustainability Services using Minnesota Department of Health ("MDH") grant dollars, subject to the grant compliance timelines provided by MDH.
- D. In previous years, Bloomington has also contracted with the City of Edina, Minnesota (“Edina”) to provide Services.
- E. Bloomington, Edina, and Richfield desire to allocate the costs of the Response Sustainability Services in accordance with each city’s share of total services provided by Bloomington to all three cities as described in the Cost Allocation Strategy attached in Exhibit B.
- F. The governing bodies of Bloomington and Richfield are authorized by Minn. Stat. §145A.04, Subd. 5, and Minn Stat. §471.59, Subd. 10, to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Richfield.
- G. Through this contractual agreement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated Minn. Stat. §145A.04, Subd. 1a(2).
- H. Bloomington is willing to provide such Response Sustainability Services to residents of Richfield on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, City and Contractor agree as follows:

AGREEMENT

1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with Response Sustainability Services as described in the Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between Bloomington and Richfield (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
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- a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.

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17. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive termination of this Agreement.
18. **Agreement Not Exclusive.** Bloomington retains the right to perform other Response Sustainability Services for other matters, in Bloomington's sole discretion.
19. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. The Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.
20. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Richfield agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of these laws by Richfield or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and

subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. The Parties agree to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.

21. **Authorized Agents.** Richfield's authorized agent for purposes of administration of this Agreement is Jennifer Anderson, the Health Administrator/Support Services Manager, or designee. Bloomington's authorized agent for purposes of administration of this Agreement is Nick Kelley, Public Health Administrator, who shall perform or supervise the performance of all Services.
22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431; Attn: Nicholas Kelley; nkelley@bloomingtonmn.gov; 952-563-4962.

Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423, Attn: Jennifer Anderson; jenniferanderson@richfieldmn.gov; 612-861-9881;

or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.
23. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
25. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
26. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington cannot use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.

27. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
28. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that he/she/they is duly authorized.
29. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.
30. **Recitals.** Bloomington and Richfield agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, City and Contractor have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

CITY OF RICHFIELD

DATED: _____ BY: _____
Its: _____

**EXHIBIT A TO PUBLIC HEALTH RESPONSE SUSTAINABILITY SERVICES
AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND
RICHFIELD**

SCOPE OF SERVICES

The purpose of this funding is to support a robust response to emergencies through planning, training, exercises, and response at the local level. Grant activities will align with the approved areas of focus:

- **Workforce Capacity.** This could include, but is not limited to, increasing staff capacity, expanding disciplines working in preparedness, workforce training on response roles and use of the Incident Command System, staff-focused Mental and Behavioral Health, and staff training related to community engagement/community organizing.
 - **Sustainability.** This could include, but is not limited to, developing MOUs, MOAs, or Mutual Aid; reviewing, updating, or developing policies and plans, developing policies for regularly updating contact lists, expanding use of technology platforms to support public health emergency preparedness, response, and recovery, relationship development with community partners, community engagement, and engaging new Mental and Behavioral Health Partners.
 - **Health Equity.** This could include, but is not limited to, assessment of preparedness health equity planning, developing a Health Equity Action Plan, health equity related trainings for staff, and including health equity in preparedness, response, and recovery plans and engaging new partners.
 - **Communication.** This could include, but is not limited to, plans addressing risk communication and social media, communication pathways and other communication strategies; training and conducting exercises for managing misinformation and the Public Information Officer role and responsibilities, and community engagement.
2. Bloomington shall complete, and update as necessary, a detailed workplan including planned activities for MDH approval. Any changes made to the original proposal must be reviewed and approved by MDH.
 3. Bloomington shall complete a proposed budget by the date provided by MDH. Any revisions to the original budget must be reviewed and approved by MDH.
 4. Bloomington shall provide requested financial and programmatic reporting information by the dates provided by MDH.

**EXHIBIT B TO PUBLIC HEALTH RESPONSE SUSTAINABILITY SERVICES
AGREEMENT BETWEEN
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

TERMS OF PAYMENT

- A. The Parties agree to allocate the costs of the Services in accordance with each city's share of the total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.

During the term of this Agreement, Richfield shall pay Bloomington the total not-to-exceed amount of \$103,689 for Response Sustainability Services.

Allocation Method	Share of total cost		
	Bloomington	Edina	Richfield
Costs shared equally with an adjustment for social vulnerability index of each city	38%	31%	31%

- B. Bloomington will provide quarterly itemized invoices to Richfield on the following:

Invoice Dates:

April 15, 2024

July 15, 2024

October 15, 2024

January 15, 2024

April 15, 2025

July 15, 2024

- C. Richfield shall make payment to Bloomington within 30 days of receipt of Bloomington's invoice.



STAFF REPORT NO. 38
CITY COUNCIL MEETING
3/12/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Matt Hardegger, Transportation Engineer
Kristin Asher, Public Works Director
3/5/2024

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
3/6/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution to accept a Safe Routes to School Design Assistance grant from the Minnesota Department of Transportation.

EXECUTIVE SUMMARY:

In January 2024, Public Works applied for a Safe Routes to School Design Assistance grant through the Minnesota Department of Transportation. This grant will not provide any direct financing to the city, however, the city will receive community engagement support, preliminary design engineering, and cost estimating services from a consultant selected by the state. This consultant will provide a final report evaluating up to 3 alternatives at up to 4 locations. The schools that have been selected in coordination with Richfield Public Schools are Richfield High School, Richfield Middle School, and Sheridan Hills Elementary.

RECOMMENDED ACTION:

By Motion: Adopt a resolution to accept a Safe Routes to School Design Assistance grant from the Minnesota Department of Transportation.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Richfield and Richfield Public Schools have participated in a similar program in the past, completing a Safe Routes to School Engineering study at the STEM and RDLS elementary school campus that was finalized in April 2021.

That study identified 6 potential projects to implement around the school. Since then, 2 projects have been fully funded through a Safe Routes to School infrastructure grant for construction in 2024, and another 2 projects have been demonstrated using temporary materials in the summer of 2023 and have been submitted for infrastructure funding through MnDOT for 2025 construction.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: All three schools identified for design assistance are 60-75% students of color with 78-87% of the students eligible for free or reduced price lunch. Sheridan Hills is surrounded by walk hazards, and the Middle and High School have limited bussing options. Providing safe infrastructure for students to travel to school helps to remove a safety barrier that disproportionately affects lower-income and BIPOC residents. A safe route to school helps remove some of the stress burden affecting students and parents from traditionally underserved communities, potentially leading to positive educational outcomes such as arriving safely, alert, and on time to school each day.

Strategic: Providing infrastructure designed to make walking and bicycling to school safer and easier for students creates *city infrastructure that supports service needs and prioritizes climate resilience*.

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

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

D. **CRITICAL TIMING ISSUES:**

Official council acceptance of the grant award is required by MnDOT prior to commencing work on the project.

E. **FINANCIAL IMPACT:**

There is no direct funding component of this grant. All activities provided by the grant award are paid for by the Minnesota Department of Transportation and provided to the city at no cost. Any implementation of projects identified in the final report would be at the city's cost, either via city funds or outside grant funding.

F. **LEGAL CONSIDERATION:**

None

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ 2024 Design Assistance Grant Award Letter	Exhibit
▣ SRTS Design Assistance Resolution	Resolution Letter

Safe Routes to School Program
Office of Transit and Active Transportation
395 John Ireland Blvd
Saint Paul, MN 55155

Matt Hardegger
Transportation Engineer
City of Richfield
6700 Portland Ave S
Richfield, MN 55423

Dear Mr. Hardegger:

Congratulations! We are pleased to inform you that your Safe Routes to School design assistance grant application for the City of Richfield was selected for funding through the Minnesota Department of Transportation (MnDOT) recent SRTS solicitation.

Over the next month, please plan for these next steps:

- Respond as soon as possible with an email (to mitchell.kiecker@state.mn.us) either accepting or declining this award.
- After accepting this award, expect an email from the state's selected consultant, SRF Consulting Group. This message will introduce you to our consultant team and allow us to schedule a kick-off meeting with you and your community.
- The kick-off meeting is intended to be in-person within your community. You may coordinate with SRF Consulting Group on which meeting format you would prefer (fully in-person or hybrid).
- SRF Consulting Group may follow up requesting materials such as your SRTS plan or other transportation related data for this project.

If you have questions or concerns about these next steps, please feel free to contact me.

Sincerely,



Mitch Kiecker
Pedestrian and Bicycle Engineer
mitchell.kiecker@state.mn.us

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT A SAFE ROUTES TO SCHOOL DESIGN ASSISTANCE GRANT FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the City of Richfield and Richfield Public Schools have collaborated to apply for Safe Routes to School (SRTS) Design Assistance funding provided by the Minnesota Department of Transportation (MnDOT); and

WHEREAS, Richfield High School, Richfield Middle School, and Sheridan Hills Elementary School have been identified as the schools to evaluate for infrastructure improvements; and

WHEREAS, 15 percent of Richfield High School students, 21 percent of Richfield Middle School students, and 8 percent of Sheridan Hills Elementary students currently walk or bike to school; and

WHEREAS, 75 percent of Richfield High School students, 73 percent of Richfield Middle School students, and 60 percent of Sheridan Hills Elementary students are Black, Indigenous, or People of Color; and

WHEREAS, improved pedestrian infrastructure will increase safety and improve the experience of students traveling to and from these schools; and

WHEREAS, the City of Richfield invests in infrastructure to best serve today's and tomorrow's residents, businesses and visitors; and

WHEREAS, the City of Richfield ensures that City services are accessible to people of all races, ethnicities, incomes, and abilities; and

WHEREAS, the Minnesota Department of Transportation has awarded design assistance services to the City of Richfield for up to 3 alternatives at up to 4 unique locations; and

WHEREAS, the City Council has determined that it is in the City's best interests to accept these services to develop an engineering report detailing proposed projects to implement in the future; and

WHEREAS, the final report can be used to aid the City in developing applications for state and federal Safe Routes to School grant funding; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota that the Mayor and City Manager are hereby authorized and directed to take any and all actions required to accept the grant services and materials for and on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of March, 2024.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 39
CITY COUNCIL MEETING
3/12/2024

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

Chris Swanson, Management Analyst

Mary Tietjen, City Attorney
Katie Rodriguez, City Manager
3/6/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider a Second reading, Public Hearing, and Summary Publication 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. The Council approved the first reading of the Ordinance amending the Charter at its meeting on February 28, 2024.

Tonight, we will be holding the required public hearing on the proposed ordinance amending the Charter. If unanimously approved, this Ordinance will become effective ninety (90) days following its passage and legal publication. Within 60 days after passage and publication of the ordinance, voters may submit a petition with the City Clerk requesting a referendum on the ordinance. The petition must be signed by registered voters equal in number to at least 5 percent of the registered voters in the city or 2,000, whichever is less.

If voters file a proper petition, the ordinance does not become effective until it is approved by the voters. The council may submit the ordinance at a general or special election that occurs within 60 days after filing of the petition, or it may reconsider its action in adopting the ordinance.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion:

- **Approve a second reading of an ordinance amending the current City Charter based on the Charter Commission's recommendations; and**
- **Approve a resolution authorizing summary publication of said ordinance.**

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 3-5-2024	Ordinance
□ Resolution authorizing summary publication of said ordinance	Resolution Letter

Appendix A
CITY CHARTER OF RICHFIELD

RICHFIELD CITY CHARTER

CHAPTER 1. NAMES, BOUNDARIES, POWERS AND GENERAL PROVISIONS

Section 1.01. Name and Boundaries.

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

Section 1.02. Powers of the City.

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

Section 1.03. Charter a Public Act.

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

CHAPTER 2. FORM OF GOVERNMENT

Section 2.01. Form of Government.

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

City.

Section 2.02. Boards and Commissions.

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

Section 2.03. Elective Officers.

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

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

Section 2.04. Incompatible Offices.

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

(Amended, Bill 1990-13)

Section 2.05. Vacancies.

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

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

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

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

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

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

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

Section 2.06. The Mayor.

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

Subd. 2. Vacancy in Office of Mayor.

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

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

(Amended, Bill No. 1992-10)

Section 2.07. Salaries.

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

(Amended, Bill 1982-19)

Section 2.08. Investigation of City Affairs.

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

Section 2.09. Interference with Administration.

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

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

CHAPTER 3. PROCEDURE OF COUNCIL

Section 3.01. Council Meetings.

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

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

Section 3.02. Secretary of Council.

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

(Amended, Bill 1990-13)

Section 3.03. Rules of Procedure and Quorum.

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

Section 3.04. Ordinance, Resolutions and Motions.

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

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

Section 3.05. Procedure on Ordinances.

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

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

Section 3.06. Emergency Ordinances.

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

Section 3.07. Procedure on Resolutions.

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

Section 3.08. Signing and Publication of Ordinances and Resolutions.

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

Section 3.09. When Ordinances and Resolutions Take Effect.

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

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

Section 3.10. Amendment and Repeal of Ordinances.

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

Section 3.11. Codification and Publication of Ordinances.

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

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

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

(Amended, Bill 1981-33)

Section 3.13. Electronic Signatures.

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

CHAPTER 4. NOMINATIONS AND ELECTIONS

Section 4.01. The Regular Municipal Election.

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

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

Section 4.02. Primary Election.

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

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

Section 4.03. Special Elections.

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

Section 4.04. Nomination by Petition.

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

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

Section 4.05. Nomination Petitions.

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

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

Name Street and Number

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

Signed: _____

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

Notary Public

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

_____ at _____ (address).

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

Signed: _____

Section 4.06. Withdrawal of Candidate.

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

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

Section 4.07. Canvass of Elections.

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

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

Section 4.08. Procedure at Elections.

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

CHAPTER 5. INITIATIVE, REFERENDUM AND RECALL

Section 5.01. Powers Reserved by the People.

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

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

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

Section 5.03. Further Regulations.

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

Section 5.04. Initiation of Measures.

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

Section 5.05. Form of Petition and of Signature Papers.

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

INITIATIVE PETITION

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

Sponsoring Committee

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

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

Instructions to Petition Signers

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

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

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

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

(Amended, Bill No. 2013-7)

Section 5.06. Filing of Petition and Action Thereon.

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

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

Section 5.07. Action of Council on Petition.

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

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

(Amended, Bill No. 2013-7)

Section 5.08. Initiative Ballots.

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

(Amended, Bill No. 2013-7)

Section 5.09. Amendment or Repeal.

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

Section 5.10. Initiation of Charter Amendments.

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

Section 5.11. The Referendum.

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

(Amended, Bill No. 2013-7)

Section 5.12. Referendum Petition.

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

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

REFERENDUM PETITION

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

Sponsoring Committee

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

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

Instructions to Petition Signers

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

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

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

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

(Amended, Bill No. 2013-7)

Section 5.13. Referendum Ballots.

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

Section 5.14. The Recall.

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

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

(Amended, Bill No. 2013-7)

Section 5.15. Recall Petitions.

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

RECALL PETITION

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

Sponsoring Committee

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

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

Instructions to Petition Signers

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

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

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

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

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

Section 5.16. Filing of Petition.

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

(Amended, Bill No. 2013-7)

Section 5.17. Recall Election.

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

(Amended, Bill No. 2013-7)

Section 5.18. Procedure at Recall Election.

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

(Amended, Bill No. 2013-7)

Section 5.19. Form of Recall Ballot.

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

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

Section 5.20. Procedure to Fill Vacancy.

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

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

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

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

Section 5.21. Term.

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

(Amended, Bill 1992-10)

Section 5.22. Offenses; penalty.

It is unlawful for a person to:

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

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

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

(Added, Bill No. 2013-7)

CHAPTER 6. ADMINISTRATION OF CITY AFFAIRS

Section 6.01. The City Manager.

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

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

Section 6.02. Powers and Duties of the City Manager.

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

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

(Amended, Bill 1990-13)

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

(Amended, Bill 1990-13)

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

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

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

(Amended, Bill 1990-13)

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

(Amended, Bill 1990-13)

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

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

(Amended, Bill 1990-13)

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

(Amended, Bill 1990-13)

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

(Amended, Bill 1990-13)

Section 6.03. Departments of Administration.

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

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

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

Section 6.05. Purchases and Contracts.

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

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

Section 6.06. (Repealed, Bill 1996-5)

CHAPTER 7. TAXATION AND FINANCES

Section 7.01. Council to Control Finances.

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

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

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

Section 7.02. Fiscal Year.

The fiscal year of the City is the calendar year.

(Amended, Bill No. 2003-23)

Section 7.03. System of Taxation.

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

(Amended, Bill No. 2003-23)

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

Section 7.05. Preparation and Submission of Annual Budget.

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

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

Section 7.06. Form of Annual Budget.

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

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

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

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

(Amended, Bill No. 2003-23)

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

(Amended, Bill 2003-23)

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

(Amended, Bill 2003-23)

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

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

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

(Amended, Bill No. 2003-23)

Section 7.07. Adoption of Budget.

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

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

(Amended, Bill No. 2003-23)

Section 7.08. Enforcement of the Budget.

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

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

Section 7.09. Altering or Adjusting the Budget.

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

(Amended, Bill No. 2003-23)

Section 7.10. Emergency Appropriation in Budget.

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

(Amended, Bill No. 2003-23)

Section 7.11. Disbursements. How Made.

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

(Amended, Bill No. 2003-23)

Section 7.12. Funds to be Kept.

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

(Amended, Bill No. 2003-23)

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

(Amended, Bill No. 2003-23)

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

(Amended, Bill No. 2003-23)

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

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

(Amended, Bill No. 2003-23)

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

(Amended, Bill No. 2003-23)

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

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

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

(Amended, Bill No. 2003-23)

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

(Amended, Bill No. 2003-23)

Section 7.13. Accounts and Reports.

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

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

Section 7.14. City Indebtedness.

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

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

Section 7.15. Tax Anticipation Certificates.

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

(Amended, Bill No. 2003-23)

Section 7.16. Emergency Debt Certificates.

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

(Amended, Bill No. 2003-23)

Section 7.17. State Budget Procedure.

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

(Added Bill No. 2003-23)

CHAPTER 8. PUBLIC IMPROVEMENTS AND SPECIAL ASSESSMENTS

Section 8.01. Power to Make Improvements and Levy Assessments.

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

Section 8.02. Assessments for Services.

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

Section 8.03. Public Works; How Performed.

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

Section 8.04. Approval by Ordinance.

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

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

Section 8.05. Notice of Public Hearings.

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

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

(Added, Bill No. 1998-5)

CHAPTER 9. EMINENT DOMAIN

Section 9.01. Power to Acquire Property.

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

Section 9.02. Proceedings in Acquiring Property.

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

(Amended, Bill No. 1994-4)

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

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

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

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

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

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

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

CHAPTER 10. FRANCHISES

Section 10.01. Franchises Required.

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

Section 10.02. Term.

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

Section 10.03. Public Hearing.

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

Section 10.04. Power of Regulation Reserved.

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

Section 10.05. Renewals or Extensions.

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

CHAPTER 11. PUBLIC OWNERSHIP AND OPERATION OF UTILITIES

Section 11.01. Acquisition and Operation of Utilities.

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

Section 11.02. Rates and Finances.

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

Section 11.03. Purchase in Bulk.

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

Section 11.04. Lease of Plant.

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

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

Section 11.05. Public Utility. How Sold.

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

Section 11.06. Notice of Public Hearings.

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

CHAPTER 12. CODE OF ETHICS

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

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

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

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

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

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

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

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

(Amended, Bill 1978-14)

CHAPTER 13. MISCELLANEOUS AND TRANSITORY PROVISIONS

Section 13.01. Official Publications.

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

Section 13.02. Oath of Office.

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

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

Section 13.03. Official Bonds.

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

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

(Amended, Bill 1990-13)

Section 13.04. Sales of Real Property.

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

Section 13.05. Vacation of Streets.

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

(Amended, Bill 1978-14)

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

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

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

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

Section 13.08. Statutes not Affected by Charter.

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

Section 13.09. Existing Ordinances and Resolutions Continued.

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

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

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

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Section 13.11. Disposition of Fines and Penalties.

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

Section 13.12. Ordinances to Make Charter Effective.

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

(Amended, Bill 1978-14)

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

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

(Added, Bill No. 2002-1)

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

(Added, Bill No. 2002-1)

Section 13.14. Authority for Expenditures.

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

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

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Rendering set	Standard

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Format change	
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Deleted cell	
Moved cell	
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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 12th day of March 2024, by a unanimous vote of the entire City Council for the City of Richfield.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

First reading: February 28, 2024

Second reading and adoption: March 12, 2024

Publication: _____, 2024

Effective Date: _____, 2024

**CITY OF RICHFIELD
RESOLUTION NO. 2024-_____**

**A RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE
ADOPTING COMPREHENSIVE AMENDMENTS TO THE CITY CHARTER**

WHEREAS, the Richfield City Council adopted Bill No. _____ “An Ordinance Adopting Comprehensive Amendments to the Richfield City Charter” (the “Ordinance”) at its meeting held on March 12, 2024; and

WHEREAS, the verbatim text of the Ordinance is cumbersome, and the expense of publication of the complete text is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the Ordinance.

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

**SUMMARY PUBLICATION
BILL NO. _____**

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

On March 12, 2024, the Richfield City Council adopted an Ordinance designated as Bill No. _____, the title of which is stated above. This summary of the Ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

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

This Ordinance will become effective until ninety (90) days following its passage and legal publication, except that if within sixty (60) days after passage and 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.

Copies of the Ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling 612-861-9738.

BE IT FINALLY RESOLVED, that the City Clerk is hereby authorized and directed to do each of the following:

1. Publish the approved summary once in the City's official newspaper;
2. Place a copy of this Resolution, the full text of the Ordinance, and the affidavit of publication of the summary in the City's Ordinance book;
3. Make the full text of the Ordinance and charter amendments available for public inspection in the office of the City Clerk during the City's regular business hours;
4. Incorporate the amendments into the Richfield City Charter; and
5. Post the updated Richfield City Charter on the City's website.

Adopted by the City Council of Richfield, Minnesota, this 12th day of March 2024.

Mary B. Supple, Mayor

Attest:

Dustin Leslie
City Clerk



STAFF REPORT NO. 40
CITY COUNCIL MEETING
3/12/2024

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

Kelly Wynn, Administrative Assistant

Katie Rodriguez, City Manager
3/6/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider appointment to fill a vacancy on the Transportation Commission.

EXECUTIVE SUMMARY:

Terms of several City advisory board and commission members expired on January 31, 2024. Terms for advisory board and commissions are for three years.

The City Council directs the City Manager's office to conduct an annual recruitment seeking applicants to fill the vacancies. This recruitment includes a press release and information on the City's website and social media platforms. Applicants were interviewed at a work session held on November 11, 2023.

The Transportation Commission had an unexpected resignation after all the positions were filled. In the recruitment process, three applicants were designated as alternates as there were not enough open positions. An email was sent to all alternates with only one replying with interest to join the Transportation Commission. This applicant was then reviewed by City Council.

RECOMMENDED ACTION:

By motion: Approve appointment of Stacey Fuentes as Transportation Commissioner commencing on March 13, 2024 and expiring January 31, 2026.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

This information is contained in the Executive Summary.

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

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

City advisory board and commissions were established by City ordinance or resolution.

D. **CRITICAL TIMING ISSUES:**

It is advisable to appoint a replacement to ensure quorum at meetings.

E. **FINANCIAL IMPACT:**

None

F. **LEGAL CONSIDERATION:**

None

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING: