



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
OCTOBER 25, 2022
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: 2452 682 3669 and password: 1234.

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

Approve the Minutes of the: (1) Joint City Council and Transportation Commission Work Session of October 11, 2022; and (2) Regular City Council Meeting of October 11, 2022.

PRESENTATIONS

1. 17th Annual Great Pumpkin Giveaway coloring contest winners.
2. Arts Commission yearly presentation given by Larry Nelson and Karin Wolverton
3. Planning Commission annual presentation given by Chair James Rudolph

AGENDA APPROVAL

4. Approval of the Agenda
5. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider the approval of the reclassification of the Friendship City Commission as a committee within the Community Services Commission starting January 1, 2023, by rescinding the resolution no. 8248.
Staff Report No. 154
 - B. Consider the approval of the first reading of an ordinance amending Section 601 of the Richfield City Code to include new language clarifying the definition of "non-RDUs" and how properties approved for exemption from the contracted program dispose of solid waste.
Staff Report No. 155
 - C. Consider adoption of a resolution authorizing the purchase of one temporary construction easement and

one permanent right-of-way easement at 7601 18th Avenue for the 77th St Underpass project.

Staff Report No. 156

- D. Consider the ratification of a contract with Meyer Contracting, Inc., in the amount of \$175,788.34 for the Taft Park Lift Station Improvements Project and authorize the City Manager to approve contract amendments not to exceed \$5,000.00.

Staff Report No. 157

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

PUBLIC HEARINGS

7. Conduct and close a public hearing and by motion: Adopt a resolution for special assessments for removal of diseased trees from private property for work ordered from January 1, 2021, through December 31, 2021.

Staff Report No. 158

PROPOSED ORDINANCES

8. Consider the approval of the second reading of an interim ordinance authorizing a study and imposing a one-year moratorium on the sale of Cannabis products.

Staff Report No. 159

9. Consider the approval of the second reading of an ordinance amending Section 925 of the Richfield City Code to include new language addressing what refuse is and the accumulation of it related to public nuisances.

Staff Report No. 160

CITY MANAGER'S REPORT

10. City Manager's Report

CLAIMS AND PAYROLLS

11. Claims and Payroll

COUNCIL DISCUSSION

12. Hats Off to Hometown Hits

13. Adjournment

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



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Joint City Council and Transportation Commission Work Session

October 11, 2022

CALL TO ORDER

Mayor Regan Gonzalez called the work session to order at 5:48 p.m. in the Bartholomew Room.

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

Transportation Commission Members Present: Husniyah Bradley, Chair; David Gepner, Jim Mahoney, Kyle Schmidt; Dan Edgerton

Transportation Commission Members Absent: Mollie O'Howard, Jeffrey Walz, Louis Dzierzak

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Chris Link, Deputy Public Works Director; Joe Powers, City Engineer; Ben Manibog, Transportation Engineer; Scott Kulzer, Administrative Aide/Analyst; Jay Henthorne, Public Safety Director/Police Chief; and Chris Swanson, Management Analyst.

Others Present: Jan Matheus, Bike Advocates Liaison; Kevin Wendt, Community Services Commission Liaison

ITEM #1

OVERVIEW OF THE EMERALD ASH BORER (EAB) REMOVAL ASSISTANCE ARPA PROGRAM AND SEEK DIRECTION FROM THE CITY COUNCIL ON CERTAIN PROGRAM DETAILS

City Manager Rodriguez introduced the topic and turned over the presentation to Public Works Director Asher. Director Asher introduced the topic and asked for guidance from the City Council on the Emerald Ash Borer (EAB) Removal Assistance program funded by American Rescue Plan Act (ARPA) funds.

Director Asher turned the presentation over to Deputy Public Works Director Link and Administrative Aide/Analyst Kulzer. Analyst Kulzer provided an overview on the proposed EAB program including who would qualify for the funding and stated that staff is looking final input for council on a few parts of the EAB program.

Analyst Kulzer provided a summary on EAB in Richfield and highlighted the main questions staff had for City Council. These included staff capacity, the number of residents served, various cost share scenarios, and if there be a cap on how much the city provides to resident. Additionally, Analyst

Kulzer asked if Council believes we should open funding retroactively to assist the homeowners who had trees removed this year and if the city should require replacement trees to qualify for EAB funding. Analyst Kulzer then turned over the presentation to Deputy Public Works Director Link for additional comments on the proposed EAB program. Deputy Director Link went over pricing mechanisms for trees and detailed how the cost of removal can escalate quickly depending on the number of trees removed.

Council Member Hayford Oleary asked how many residents would have been eligible to receive funding if this EAB grant was offered in 2022. Deputy Director Link stated he was not sure how many would have met this requirement, as we don't know the income of the household who did have trees removed this year. Council Member Hayford Oleary recognized there are residents who have already paid for having trees removed. He was supportive of their decision, but does not feel that retroactively allowing these folks to apply for this new funding would further the city's goals of addressing EAB in Richfield.

Council Member Trautmann stated he had similar concerns as those mentioned by Council Member Hayford Oleary. He also shared concerns about placing a cap on payments and noted that many families already shoulder the burden disproportionately as their finances are capped by their income. He supported the staff recommendation to allow residents to retroactively apply for the new EAB funding.

Council Member Supple wondered what would happen if there were more applications than funding available. Deputy Director Link stated this program is first come first serve, but would also target specific areas of our communities identified in our equity toolkit. Analyst Kulzer mentioned city wide promotions along with targeted mailing to areas identified in the equity toolkit.

Council Member Whalen said he is worried about not having a cap because he doesn't want all the funds used by a small number of projects. That said, he also recognized that removing multiple trees from one property increases the costs but providing funding to community members in that case is ultimately a good use of these EAB funds. Council Member Whalen had a question on requiring replacement trees. He initially wanted to require replacement trees, but recognizes the additional staff time this would require. He would be interested in looking for ways the city can nudge residents to purchase replacement trees. Deputy Director Link stated we're limited by what we can purchase with an assessment. As it stands, state law on tree assessments only allow the city to cover the cost for a removal of a diseased tree. State law does not allow an assessment to cover the cost for a replacement tree. Council Member Whalen asked if, by structuring the EAB program as we have, we could support residents in at least assisting with the cost for the removal of the tree, and that, by providing that funding, the city is functionally providing the resident some money that could be used to purchase a tree. Deputy Director Link stated this is correct and the assessment process allows residents a full year to pay before the charge is placed on property taxes. He noted that just because a family participates in the program the tree abatement charge may not be assessed. Council Member Whalen thanked staff for the clarification statements and said he would be comfortable with staff proposals included in the report.

Council Member Supple agreed with the recommendations but would like staff to work to identify way to encourage residents to plant a wide variety of replacement trees.

Mayor Regan Gonzalez stated she is comfortable with most of the items proposed. She did still have a larger question on if the funds should retroactively be available to residents who had trees removed this year. She would like to hear more from council on this matter.

Council Member Hayford Oleary said he agrees with the Mayor and does not support allowing residents to retroactively apply for these funds.

Council Member Whalen felt that by allowing residents to retroactively apply for these funds, we would be not helping the most proactive people. He shared concerns about what would happen if not enough people apply and the city has remaining funds.

Council Member Supple supports allowing residents to apply for this funding retroactively as long as they follow the income requirements proposed by staff.

Council Member Hayford Oleary felt this may water down the impact the ARPA funds may have as few residents will be incentivized to remove more diseased Ash trees. Deputy Director Link stated this was the same discussion they had in their office. He said that staff ultimately decided they should allow residents to retroactively apply for funding as this is the most equitable approach.

Council Member Trautmann said he really doesn't have any strong thoughts on the matter.

Mayor Regan Gonzalez said she really could go either way on this question.

Council Member Hayford Oleary said Deputy Director Link's summary of their thought process on this matter makes sense and would support the staff recommendations.

Deputy Director Link thanked council for their input and provided a summary of the council's direction on the EAB funding program.

ITEM #2	OVERVIEW OF LOCAL SPEED LIMITS, STAFF'S ONGOING SPEED LIMIT STUDY, POSSIBLE OPTIONS THE CITY CAN PROCEED WITH, AND A STAFF RECOMMENDATION FOR DISCUSSION
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Mayor Regan Gonzalez introduced the topic for discussion for the work session and turned it over to Public Works Director Asher who passed the work session to Transportation Engineer Manibog. Engineer Manibog introduced the topic of discussion and went over the current speed limit environment in the state which outlined the state statute that dictates speed limits and the current limits in Richfield. Engineer Manibog went over what methods a number of other cities have in place for setting speed limits within their borders and the historical data on motor vehicle crashes in our city.

Council Member Supple asked if we can assume the reductions in crashes seen in recent years are from less driving during the pandemic or other factors like intentional traffic slowing design. Engineer Manibog said we cannot specifically identify what is causing this decrease but that we already saw this trend occurring before the pandemic. He stated we expect to continue to see these traffic statistics trend in the right direction in the future.

Engineer Manibog went over current speed data for the city collected by Public Works and Public Safety; the data shows that most drivers are driving below the speed limit. Engineer Manibog showed a map of where speed studies have been performed in our city. He noted these studies tended to trend to our white neighborhoods. Historically, speed studies have been performed at the request of the community.

Council Member Trautmann talked about how it's troubling to see the high number of serious injuries from traffic accidents we're experiencing in our city. He asked if staff had any thoughts on why we were seeing higher injuries from traffic accidents in Richfield. Engineer Manibog said many of these crashes are happening on county roads where there are higher allowed speeds.

Transportation Commission Chair Bradley said it would be good to know where these serious crashes are happening so we can work to reduce the trend. Engineer Manibog said he can get that data and will bring to the next meeting.

Council Member Whalen stated he suspects the majority of dangerous crashes are individuals not traveling the speed limit. He said he would like to talk at a later date about how we can do more to discourage individuals from speeding in the first place. He said he would like to know what additional actions we can take to get people to follow the posted speed limits. Engineer Manibog thanked council for those comments. He noted that speed limits are just one part of our toolbox we can use to

reduce these serious accidents. He also noted that cities have only been allowed to make these city specific speed changes since 2019.

Transportation Commissioner Gepner asked if this was an exercise in futility and asked for the thoughts of Police Chief Henthorne. Chief Henthorne responded that although we're still seeing speeders in Richfield it's not as many as there were a few years ago. He mentioned the Richfield Police Department receives complaints on speeding in neighborhoods, but the trend is mostly on the larger county roads.

Engineer Manibog went through the staff recommendations. The recommendations include a default 25 speed limit across the city, with higher speed limits on specific roads. Engineer Manibog noted that, with the staff recommendations, we still end up with higher speeds in more traditionally diverse neighborhoods, but we can continue to look at traffic calming items for areas in the future. He also went over how we are able to build flexibility built into these recommendations.

Transportation Commissioner Mahoney said he was interested in where serious crashes were happening. He wondered if the Council and Commission could get more information on these accidents. He was not sure if speed was the main issue with these incidents and was wondering if other calming measures may reduce the number of accidents in the city.

Council Member Hayford O'leary thanked staff for the presentation and said he feels the speed currently proposed by staff, 25 mph, is too high. He worried about the safety on roads that may be approved for higher speeds; look at what speeds are appropriate for the community and not what speeds residents are currently driving. Council Member Hayford O'leary showed a "20 is plenty" sign from Minneapolis and discussed how these slower speeds are much less dangerous to pedestrians. He asked staff for their reasoning behind the proposed 25 mph speed limit. Engineer Manibog talked about how our streets are generally wider and how there is a lot less on-street parking compared to other cities. Council Member Hayford O'leary agreed with these points, but shared that it's important to set a goal and that 77th Street should be set at the same speed as other main through roads.

Council Member Whalen acknowledged the difference between 20 and 25 mph and would push for a lower speed across the city. He stated that there are accessible roads people can use if they want to go faster. He shared a few specific areas he would like to adjust the standard speeds based on his own use of the roads and what he has heard from residents.

Commissioner Gepner wondered about adding more stop signs in residential areas to slow speeds.

Council Member Trautmann went over some specific areas that have a high concentration of pedestrians that are seniors and/or individuals with disabilities and shared that the lower speed limit is good for teenagers who are just learning to drive. Council Member Trautmann asked Chief Henthorne about the proposed speeds and if this change would overwhelm the police force. Chief Henthorne shared that Saint Louis Park did see some increase in enforcement and education when the speeds were dropped and that the Richfield Police Department would need to prepare for this additional work if these changes were adopted.

Transportation Commissioner Edgerton said some of the proposed speeds still seemed fast. He discussed how the time saved driving through the city in one of these faster speed zones is less than a minute, yet the mortality is significantly raised if there is a crash.

Council Member Supple agreed the city shouldn't not set limits based on the speeds community members are currently driving and the limits should be set to what speed we want people to be driving on these roads. She also agreed that even the proposed higher speed limits should be reduced as they would be safer.

Chair Bradley asked if there's data on who was stopped for speeding, what speed where they going, where were they located. She wanted to know if there were any disparities in enforcement in the data. She also asked if there were any traffic calming mechanisms projects pending and if there is

funding currently budgeted for this work. Engineer Manibog said the disparity information is not collected at the state level and that there is some funding already in the CIP.

Mayor Regan Gonzalez spoke about her support for exploring a 20 mph limit. She thanked staff for including the racial equity overlay in the presentations and encouraged all departments to include this information in future presentations. She said she would like to get more info on serious crashes and what other factors may be involved and to see mitigations plans, including traffic calming items, for areas that have a high number of these crashes.

Council Member Hayford Oleary thanked the other council members and commissioners for supporting lowering the default speed to 20 mph, but he would also support the limit for larger roads being 25 mph. He asked if Council Member Whalen would be comfortable with this proposed change. Council Member Whalen said he wasn't comfortable with going to 25 mph as people tend to drive around the speed limit, that could mean individuals driving upwards of 25 mph. He also stated that if we were to look at more enforcement, we should be not creating a more inequitable environment.

Council Member Trautmann noted that 77th Street is not a county road so we can control the speed limit on this road.

Commissioner Mahoney discussed that 25 mph is the average as half are driving slower but half are driving higher and that many drive slower as that is what they feel the roads are designed for.

Engineer Manibog provided a brief summary of next steps. From his notes, those present are generally interested in lowering the default speed to 20 mph for the city and evaluate if the higher proposed speeds are necessary. The attendees would like to see more data on what may be causing the elevated number of crashes which result in serious injury and there were also a number of street specific comments that staff will review.

ADJOURNMENT

Mayor Regan Gonzalez adjourned the work session at 6:56 p.m.

Date Approved: October 25, 2022

Maria Regan Gonzalez
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

October 11, 2022

CALL TO ORDER

Mayor Regan Gonzalez called the meeting to order at 7:04 p.m. in the Council Chambers.

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

Council Members Absent: None

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Melissa Poehlman, Community Development Director; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; Kumud Verma, Finance Manager; Rachel Lindholm, Sustainability Specialist; Mike Lafond, Utility Billing Clerk; and Chris Swanson, Management Analyst

Others Present: Mara Glubka, Human Rights Commissioner; Tyler Olson, Human Rights Commissioner

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

OPEN FORUM

Mayor Regan Gonzalez reviewed the options to participate:

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

There were no participants.

APPROVAL OF MINUTES

M/Supple, S/Whalen to approve the Minutes of the: (1) City Council Work Session of September 27, 2022; and (2) Regular City Council Meeting of September 27, 2022.

Motion carried: 5-0

ITEM #1	PROCLAMATION RECOGNIZING NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH
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Mayor Regan Gonzalez invited Human Rights Commissioner Olson to accept the proclamation and read aloud the proclamation.

ITEM #2	APPROVAL OF THE AGENDA
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M/Whalen, S/ Hayford Oleary to approve the agenda, adding item Number 7 under public hearings.

Motion carried: 5-0

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

- A. Consider the approval of the first reading of an ordinance amending Section 925 of the Richfield City Code to include new language addressing what refuse is and the accumulation of it. (Staff Report No. 144)
- B. Consider a resolution authorizing staff to submit an application for a Hennepin Youth Sports Program Facility Grant to expand the Augsburg Park Skate Park and execute a grant agreement, if awarded. (Staff Report No. 145)

RESOLUTION NO. 12010

**RESOLUTION AUTHORIZING STAFF TO SUBMIT AN APPLICATION
FOR A HENNEPIN YOUTH SPORTS PROGRAM FACILITY GRANT
TO EXPAND THE AUGSBURG SKATE PARK AND EXECUTE A
GRANT AGREEMENT, IF AWARDED**

- C. Consider the approval of the bid tabulation and award a contract to U.S. Sitework, Inc., for the Sheridan Pond Maintenance Project Phase 1 in the amount of \$223,450 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration. (Staff Report No. 146)
- D. Consider the renewal of the Public Health and Environmental Health Mutual Aid Agreement. (Staff Report No. 147)

M/Hayford Oleary, S/Trautmann 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 CONSIDER A RESOLUTION ADOPTING THE PROPOSED ASSESSMENT FOR UNPAID GARBAGE COLLECTION SERVICES FROM PRIVATE PROPERTY WITHIN THE RESIDENTIAL ORGANIZED COLLECTION SYSTEM FROM OCTOBER 4, 2021 TO JULY 31, 2022. (STAFF REPORT NO. 148)
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Council Member Whalen presented Staff Report 148 and opened the public hearing.

Steve Nelson, 6324 Blaisdell, said he is a 53 year resident of Richfield, he has never used trash containers and does not understand how the city can come in and charge him for a service he has not used.

Linda Muinch, 6428 16th Ave S., said she has returned the bills to Waste Management. She never heard of the people listed on the invoice and was not going to open their mail as this would be a crime. She said she historically would take the trash to her church, where she worked. She said she has always disposed of her trash this way. She mentioned she received the letter when the city was switching over to the citywide service.

Miguel Murcia, 7329 Penn, called into his hauler about the service at the start of the program. Was to that to not have the garbage service he would have to sell his house. He was also told he is not in the system. He said the cans were removed from the house after he asked that they be removed. He said he did send an application (opt-out) to the city and they removed the bins. He still had a charge from the original invoice.

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

Motion carried: 5-0

M/Whalen, S/Trautmann to approve a resolution adopting the proposed assessment for unpaid garbage collection services from private property within the residential organized collection system from October 4, 2021 to July 31, 2022.

RESOLUTION NO. 12011

RESOLUTION ADOPTING ASSESSMENT FOR UNPAID GARBAGE COLLECTION SERVICE FROM OCTOBER 4, 2021 THROUGH JULY 31, 2022

Council Member Supple asked staff to go over the assessment process. Sustainability Specialist Lindholm went over the process and provided her contact info for residents who have questions about the trash program.

City Attorney Tietjen provided some additional info on the assessment process and timing. She specified if the assessment was removed due to an error by the hauler the city would reduce the future payment to the company.

Council Member Hayford Oleary asked about what would happen if a resident applied for a vacancy after an invoice went out. Specialist Lindholm said the resident would still need to pay the invoice and a credit would be issued for when the vacancy went into place.

Council Member Whalen went over the timeframe for when residents could pay their delinquent trash bills before the charge becomes an assessment.

Motion carried: 5-0

ITEM #6	PUBLIC HEARING AND CONSIDER RESOLUTIONS ADOPTING THE ANNUAL INTERSTATE/LYNDALE/NICOLLET (ILN) PROJECT AREA ASSESSMENT AND PROPOSED WORK FOR 2023. (STAFF REPORT NO. 149)
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Council Member Hayford Oleary presented Staff Report 149 and opened the public hearing.

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

Motion carried: 5-0

M/Hayford Oleary, S/Whalen to adopt a resolution adopting the assessment on the ILN Project Area for costs incurred to maintain the area for 2021.

RESOLUTION NO. 12012

**RESOLUTION ADOPTING ASSESSMENT ON INTERSTATE-
LYNDALE-NICOLLET (ILN) PROJECT AREA MAINTENANCE FOR
THE PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2021**

Motion carried: 5-0

M/Hayford Oleary, S/Supple to adopt a resolution ordering the undertaking of the current service project within the ILN Project Area for 2023.

RESOLUTION NO. 12018

**RESOLUTION ORDERING THE UNDERTAKING OF CURRENT
SERVICE PROJECT WITHIN THE INTERSTATE-LYNDALE-
NICOLLET (ILN) PROJECT AREA FOR THE PERIOD JANUARY 1,
2023 TO DECEMBER 31, 2023**

Motion carried: 5-0

ITEM #7	PUBLIC HEARING AND CONSIDER A RESOLUTION ADOPTING THE PROPOSED ASSESSMENTS OF DELINQUENT UTILITY ACCOUNTS, FALSE ALARM CHARGES, PUBLIC HEALTH OR SAFETY HAZARDS CHARGES, WEED ERADICATION CHARGES, AND VACANT PROPERTY REGISTRATION FEES TO BE CERTIFIED TO PROPERTY TAXES. (STAFF REPORT NO. 153)
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Council Member Whalen presented Staff Report 153 and opened the public hearing.

Barbara Orzechowski, 7314 Oakland Ave, spoke about her water bill and stated she believes there was an error. Finance Manager Verma said she would have staff follow up with the resident.

M/Whalen; S/Hayford Oleary to close the public hearing.

Motion carried: 5-0

Council Member Whalen outlined the timeline for residents to pay their assessments before they are sent to the county.

M/Whalen, S/Hayford Oleary to resolution adopting the proposed assessments of delinquent utility accounts, false alarm charges, public health or safety hazards charges, weed eradication charges, and vacant property registration fees to be certified to property taxes.

RESOLUTION NO. 12013

**RESOLUTION AUTHORIZING CERTIFICATION OF UNPAID WATER,
SANITARY SEWER, STORM WATER, AND STREET LIGHT
CHARGES, FALSE ALARM CHARGES, WEED ERADICATION
CHARGES, PUBLIC HEALTH OR SAFETY HAZARD CHARGES,
AND VACANT PROPERTY REGISTRATION FEES TO THE COUNTY
AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID
PROPERTIES**

Motion carried: 5-0

ITEM #8	CONSIDER THE SECOND READING OF AN ORDINANCE ADOPTING SECTION 625 OF THE CITY CODE PROHIBITING CONVERSION THERAPY FOR MINORS AND VULNERABLE ADULTS (STAFF REPORT NO. 150)
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Council Member Trautmann presented Staff Report 150.

M/Trautmann, S/Whalen to approve the attached ordinance adopting Section 625 of the City Code Prohibiting Conversion Therapy for Minors and Vulnerable Adults; and approve a resolution authorizing summary publication of said ordinance.

BILL NO. 2022-15

**ORDINANCE ADOPTING SECTION 635
IN RICHFIELD CITY CODE PERTAINING
TO THE PROHIBITION OF CONVERSION
THERAPY FOR MINORS AND
VULNERABLE ADULTS**

RESOLUTION NO. 12014

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN
ORDINANCE ADOPTING SECTION 635 IN RICHFIELD CITY CODE
PERTAINING TO THE PROHIBITION OF CONVERSION THERAPY
FOR MINORS AND VULNERABLE ADULTS**

Council Member Hayford Oleary clarified this ordinance would not go into effect immediately, and this is some backup protection in case executive order issued by the Governor's office is removed.

Council Member Whalen spoke generally on the matter and was glad to see Richfield put this protection in place as the legislature has failed to do so over the past years.

Council Member Supple fully supports the ordinance. She thanked the Human Rights Commission and everyone who was part of that process for all their work.

Mayor Regan Gonzalez specifically thanked Human Rights Commissioner Glubka for all her leadership.

Motion carried: 5-0

ITEM #9	CONSIDER THE APPROVAL OF THE FIRST READING OF AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A ONE-YEAR MORATORIUM ON THE SALE OF CANNABIS PRODUCTS (STAFF REPORT NO. 151)
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Council Member Supple presented Staff Report 151.

Council Member Hayford Oleary stated he does not believe we should be moving forward with this and will vote "no" on the moratorium.

Council Member Whalen stated he had already sent a few questions to staff and was waiting to hear back before making his final decision. He had a question about where these cannabis products can currently be sold. He said he does recognize that this is an inadequate tool for addressing the sale but wanted to get more clarity about these regulations. He is specifically worried about cannabis products vending machines opening up in the city. He said his focus is on what will keep people safe.

Council Member Supple supports this moratorium as this gives staff time to focus on the licensing and ensures youth do not have access to these products. She recognizes that staff needs time to study this matter, as the legislature did not put enough guidelines in place when they approved this new legislation. She does believe the city will ultimately end with licensing the product in the future.

Mayor Regan Gonzalez thanked staff for all their work on this matter.

M/Supple, S/Whalen to approve the first reading of an interim ordinance authorizing a study and imposing a one year moratorium on cannabis products and schedule a second reading for October 25, 2022.

Motion carried: 4-1; Hayford Oleary

ITEM #10	CONSIDER RESOLUTIONS APPROVING A PRELIMINARY PLAT AND FINAL PLAT IN ORDER TO SUBDIVIDE ONE LOT INTO TWO, VACATION OF EXISTING DRAINAGE AND UTILITY EASEMENTS TO BE RE-DEDICATED WITH THE PROPOSED PLAT, AND AN AMENDMENT TO A PLANNED UNIT DEVELOPMENT TO ACCOMMODATE MINOR MODIFICATIONS TRIGGERED BY THE PROPOSED NEW LOT LINE AT 600 - 64TH STREET WEST. (STAFF REPORT NO. 152)
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Council Member Hayford Oleary presented Staff Report 152.

Community Development Director Poehlman noted the applicant was available if there were any questions from the Council.

M/Hayford Oleary, S/Whalen to approve the resolution for both the preliminary plat and the final plat.

RESOLUTION NO. 12015

**RESOLUTION GRANTING APPROVAL OF BOTH A PRELIMINARY
AND FINAL PLAT FOR RICHLYN RILEY**

Council Member Whalen went over the conversation at the planning commission and talked about how robust of the discussion there was during the meeting. He outlined how they applicant would not be able to sell or do anything else without additional approvals from the council and will not change anything about the existing property.

Council Member Trautmann asked if Council had to approve the application if all requirements were met. City Attorney Tietjen stated that is all requirements were met the Council should approve the application.

Motion carried: 5-0

M/Hayford Oleary, S/Whalen to approve the resolution amending the Planned Unit Development.

RESOLUTION NO. 12016

**RESOLUTION APPROVING AN AMENDED PLANNED UNIT
DEVELOPMENT AT 600 - 64TH STREET WEST**

Motion carried: 5-0

M/Hayford Oleary, S/Whalen to approve the resolution vacating existing drainage and utility easements.

RESOLUTION NO. 12017

**RESOLUTION AUTHORIZING THE VACATION OF DRAINAGE AND
UTILITY EASEMENTS**

Motion carried: 5-0

ITEM #11	CITY MANAGER'S REPORT
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City Manager Rodriguez had nothing to report.

ITEM #12	CLAIMS AND PAYROLL
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M/Supple, S/Whalen that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>10/11/2022</u>
A/P Checks: 309759 – 310098	\$1,578,586.52
Payroll: 173574 – 173864	<u>\$738,645.91</u>
TOTAL	\$2,317,232.43

Motion carried: 5-0

ITEM #13	HATS OFF TO HOMETOWN HITS
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Council Member Whalen wanted to encourage people to vote. He noted that night was 4 weeks from polls closing. He then went over the places and ways for residents to vote. Council

Member Whalen also gave a reminder that covid is not over and is still infecting causing infections in the community. He encouraged people to get the booster and to continue to practice restraint.

Council Member Supple noted the city is taking applications for their commissions. She directed residents to visit the city's web page if they wanted more information on the process or to apply to be on a commission. Council Member Supple also spotlighted the Richfield fire-training program she and a few other council members took part in over the weekend. She said it was an eye opening and amazing experience.

Council Member Hayford Oleary seconded the experience with the fire training staff. He also mentioned the League of Women Voters Candidate Forum that would be taking place the coming Saturday in the Council Chambers.

Council Member Trautmann also wanted to thank the firefighters for the chance to participate in the training and for everything the fire staff does for the community. He talked about the increasing number of non-emergency calls the fire department has been seeing over the past few years. He also wanted to spotlight the MICC run that occurred a few weeks ago. Said it was a great experience.

Mayor Regan Gonzalez highlighted the opportunity for community members and their families to get flu and covid vaccines this coming Saturday at Partnership Academy.

Mayor Regan Gonzalez also spotlighted the great pumpkin giveaway. She talked about how the event, started by Richfield residents and some local small businesses, has been happening for 16 years. She was proud this was another great opportunity to build community and wanted to thank community members and leaders.

Mayor Regan Gonzalez discussed how she was able to show her support for Minnesota AG lawsuit against fleet farm for their sales of handguns to individuals. She talked about how these are the guns we're seeing in used in crime in the state of MN and that we have to continue to look at many different ways to stop the violence.

Mayor Regan Gonzalez discussed her experience at the Richfield staff hot dog day. She felt it was a great opportunity for everyone to get together, have hot dogs and chips, and build community. She wanted to thanks staff for everything they do.

ITEM #14	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:10 p.m.

Date Approved: October 25, 2022

Maria Regan Gonzalez
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



STAFF REPORT NO. 154
CITY COUNCIL MEETING
10/25/2022

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director
10/17/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/19/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the reclassification of the Friendship City Commission as a committee within the Community Services Commission starting January 1, 2023, by rescinding the resolution no. 8248.

EXECUTIVE SUMMARY:

The Friendship City Commission (formally Sister City International Advisory Board and Richfield Sister City Commission), has been meeting since 1984. Through the years, the board and commission have fostered a formal relationship with the City of Heredia, Costa Rica and the City of Richfield. Traveling to Costa Rica and hosting a delegation from Heredia is infrequent which leads to less official business to discuss at commission meetings. For the years where there is no trip planned, agendas have few new items for discussion. The commission does discuss tabling at various events to promote the sister city program and relationship with Heredia.

Staff believes that the commission can meet as a Community Services Commission Committee as they would like, using City meeting room space as requested. They will have the opportunity to bring official business to the Community Services Commission as needed throughout the year, and they will have the support of staff for organizing travel to Heredia and hosting a delegation as well as tabling at annual events. The committee will have a staff liaison that they can check-in with but staff will not meet with the committee on a regular basis but as needed. All current commission members will be asked to join the committee and details will be worked out at the November Friendship City Commission meeting. Staff will help develop the committee and their first meeting in 2023.

RECOMMENDED ACTION:

By Motion: Approve rescinding the Friendship City Commission (resolution no. 8248), and reclassify the group as a committee within the Community Services Commission, officially starting January 1, 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- 1984- Sister City International Committee established to select a foreign city with which a Sister City relationship could be established.

- 1990- City of Richfield entered into a Sister City relationship with Heredia, Costa Rica.
- 1995- Officially changed the name of the Richfield Sister City Commission to Richfield Friendship City Commission.

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

- Resolution no. 6874 established the Sister City International Advisory Board in 1984. The Council approved the City of Richfield to join the program and officially seek a sister city and make an official recommendation to the Council.
- Resolution no. 7661 authorized the City of Richfield in 1990, to enter into a Sister City relationship with Heredia, Costa Rica.
- Resolution no. 8248 officially changed the name in 1995 of the Richfield Sister City Commission to the Richfield Friendship City Commission.

C. CRITICAL TIMING ISSUES:

2023 Commission applications, interviews, and selections are made in the coming months, so determining the future of the commission is important for the coming year's appointments.

D. FINANCIAL IMPACT:

The Friendship City Commission has a financial account with the local credit union that will remain active and have staff oversight, as it is utilized for trips to Heredia, Costa Rica.

E. LEGAL CONSIDERATION:

None

ALTERNATIVE RECOMMENDATION(S):

Reject the recommendation and maintain the Friendship City Commission as a commission vs. a committee.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

	Description	Type
▢	Resolution No. 7661 Authorizing the City of Richfield to Enter Into a Sister City Relationship (1990)	Cover Memo
▢	Resolution No. 6874 Resolution Establishing Sister City International Advisory Board	Cover Memo
▢	Resolution No. 8248 Establishing Friendship City Commission/Rename of Sister City Commission (1990)	Cover Memo

RESOLUTION NO. 7661

RESOLUTION AUTHORIZING THE
CITY OF RICHFIELD TO ENTER INTO
A SISTER CITY RELATIONSHIP

WHEREAS, the Richfield Sister City International Advisory Board is charged with promoting understanding, friendship and reciprocity on a continuing basis; and

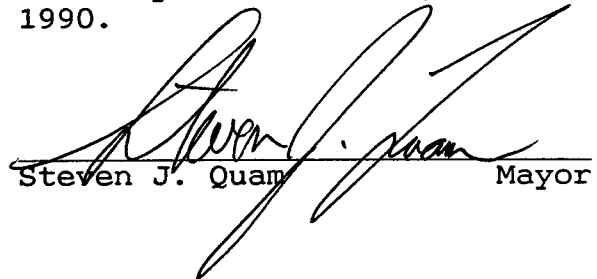
WHEREAS, it is the Richfield Sister City International Advisory Board's duty to recommend the selection of foreign cities as Sister Cities; and

WHEREAS, Heredia, Costa Rica has been identified as a potential Sister City because of its many similarities to the City of Richfield; and

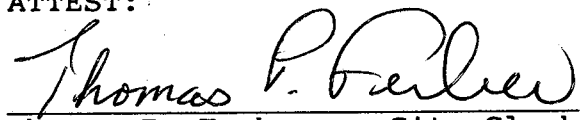
WHEREAS, both Cities have expressed interest in being Sister Cities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the City of Richfield to enter into a Sister City relationship with the Municipalidad de Heredia, Costa Rica, to be made effective by the execution of an agreement, signed by both Cities.

PASSED by the City Council of the City of Richfield, Minnesota this 27th day of August, 1990.


Steven J. Quam Mayor

ATTEST:


Thomas P. Ferber City Clerk

RESOLUTION ESTABLISHING SISTER CITY INTERNATIONAL ADVISORY BOARD

WHEREAS, the objective of Sister Cities International is to promote understanding, friendship and reciprocity on a continuing basis, and

WHEREAS, on March 12, 1984 the Richfield City Council approved participation by the City of Richfield in this program, and

WHEREAS, there is hereby created a Sister Cities International Advisory Board.

NOW, THEREFORE, BE IT RESOLVED that the duties of this Advisory Board shall be:

1. To recommend to the City Council the selection of foreign cities for the purpose of establishing a community-wide international exchange program:
2. Formalize a sister city relationship;
3. Plan activities to establish community wide sister city program and maintain it from year to year. The programs shall foster international communication and exchanges of persons, things and ideas through cultural, educational, technical, professional municipal, youth and sports exchanges, and
4. Prepare an annual report for the City Council on the community-wide exchange programs undertaken and recommend programs to strengthen the linkage with our sister cities.

BE IT FURTHER RESOLVED that the Sister Cities International Advisory Board shall consist of nine members who shall be appointed by the City Council, and shall serve at the pleasure of the city council. In making these appointments the City Council shall undertake to secure a representative balance among various groups and interests within the community.

In addition to the nine members of the Advisory Board, there shall be an ex-officio member appointed by the City Council from among its members, and a city staff person from the _____ Department.

After the initial appointments, regular appointments shall be made in January of each year by the City Council for three-year terms. The members of the original Advisory Board shall serve staggered terms as follows:

Three members shall be appointed for one year terms;

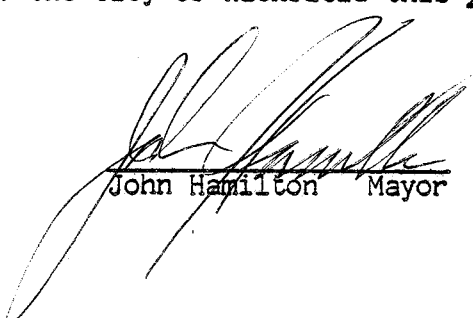
Three members shall be appointed for two-year terms;

Three members shall be appointed for three-year terms;

Page Two

Terms shall begin on the first day of the month following their appointment, and shall continue until the first day of February of the year in which their term expires; or until their successor is named; subject, however, to prior termination as otherwise provided in this resolution.

Passed by the City Council of the City of Richfield this 26 date of March 1984.



John Hamilton Mayor

ATTEST:



Sylvia K. Bergh City Clerk

RESOLUTION NO. 8248

RESOLUTION ESTABLISHING NAME CHANGE OF RICHFIELD SISTER CITY COMMISSION TO RICHFIELD FRIENDSHIP CITY COMMISSION

WHEREAS, the Sister City International Committee was established by Resolution No. 6874 in March, 1984, for the purpose of selecting a foreign city with which a Sister City relationship could be formalized; and

WHEREAS, the City Council, based on the recommendation of the Sister City International Committee, passed Resolution No. 7661 in August, 1990, authorizing the City to enter into a Sister City relationship with Heredia, Costa Rica; and

WHEREAS, the Sister Cities International is a registered trademark; and

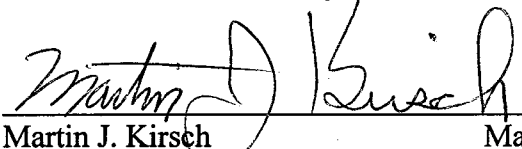
WHEREAS, the Honorary Costa Rican Consul has developed, in cooperation with Minnesota cities having formally established relationships with Costa Rican cities, guidelines for the Friendship City Program - Minnesota/Costa Rica; and

WHEREAS, the Sister City Commission approved a motion in May, 1995, subject to approval by resolution of the City Council, to officially change the name of the commission from Richfield Sister City Commission to Richfield Friendship City Commission.


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

1. The name Richfield Friendship City Commission shall be adopted, in place of Richfield Sister City Commission.
2. Commission by-laws shall be amended to reflect the commission name change.
3. The new name of the commission shall be used simultaneously with the former commission name until such time as deemed appropriate to avoid confusion.
4. The Richfield Friendship City Commission shall continue its formal relationship in all respects with the City of Heredia, Costa Rica; the proper officials at the Minnesota Costa Rican Consulate and the City of Heredia, Costa Rica, are notified of the commission name change; and, the Heredia Sister City Committee be encouraged to take similar action.

Adopted by the City Council of the City of Richfield, Minnesota, this 12th day of June, 1995.


 Martin J. Kirsch Mayor

ATTEST:


 Thomas P. Ferber City Clerk



STAFF REPORT NO. 155
CITY COUNCIL MEETING
10/25/2022

REPORT PREPARED BY: Rachel Lindholm, Sustainability Specialist

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director
10/18/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/19/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the first reading of an ordinance amending Section 601 of the Richfield City Code to include new language clarifying the definition of "non-RDUs" and how properties approved for exemption from the contracted program dispose of solid waste.

EXECUTIVE SUMMARY:

The new garbage code adopted last year is based on language and definitions adopted in the new residential contract. After adoption, some clarifying language was determined to be necessary to further specify which generators are covered by the city's contract as well as which are covered by commercial collection and which are not.

RECOMMENDED ACTION:

By Motion: Approve the first reading of an ordinance amending Section 601 of the Richfield City Code and schedule a second reading for November 9, 2022.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The previous garbage code was more open-ended as there was no program that required residents to have service through a private hauler as long as they properly disposed of their solid waste. With the advent of organized collection and redo of city code related to solid waste collection, staff have had to make sure all aspects of collection and all possible avenues of disposal are addressed properly and clearly.

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

Section 601 of the Richfield City Code pertains to Solid Waste Disposal, Collection, and Hauling.

C. CRITICAL TIMING ISSUES:

N/A

D. FINANCIAL IMPACT:

N/A

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

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

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ City Code Section 601 Amendment	Ordinance

BILL NO. _____

**AN ORDINANCE AMENDING SECTION 601 OF THE
RICHFIELD CODE OF ORDINANCES PERTAINING TO
SOLID WASTE DISPOSAL, COLLECTION, AND HAULING**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subdivision 5 of sub-section 601.01 of the Richfield Code of Ordinances is hereby amended by deleting the following ~~struck-through~~ language below:

Subd. 5. "Collection hours." The time period during which collection of solid waste is authorized by the City. The Collection Hours shall be 7:00 a.m. to 10:00 p.m. Monday through Friday ~~or a Saturday immediately following an observed Holiday.~~

Section 2. Subdivision 21 of sub-section 601.01 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

Subd. 21. "Non-residential dwelling unit" or "non-RDU". Properties other than RDUs consisting of multi-family residential buildings, residential dwellings in homeowners associations, and commercial, industrial, and institutional establishments that contract directly for their own solid waste collection services, and properties owned by persons or occupants who have received City approval to opt-out of base level solid waste collection services. Home occupations operating in a one-, two-, or three-unit building within the City are not commercial establishments for the purposes of this definition and must comply with all duties of RDU occupants described in sub-section 601.07. including utilizing the base level solid waste collection services from a solid waste hauler as contracted by the City.

Section 3. Sub-section 601.11 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language below:

In addition to the duties described in subsection 601.07, it shall be the joint and several responsibility of every occupant of a non-RDU to perform the following duties:

(1) Arrange for the collection of solid waste by a hauler pursuant to a private contract that provides for at least weekly collection of the same in an approved disposal facility that has been approved by the City and the county. The City may permit bi-weekly trash collection only if the property also has organics collection services.

(2) Follow the City's guidelines and instructions for RDUs related to storing, disposing of, and setting out all solid waste, including placement of solid waste in

suitable and sufficient carts or receptacles with tight fitting covers and with the lid fully closed.

(3) Place carts or containers at curbside no more than 12 hours before, but no later than, the onset of the collection hours on collection day and remove the containers by the end of collection day.

(4) Non-RDUs approved for opt-out from the City's base level solid waste collection services are required to dispose of their solid waste as specified on their individual exemption form as approved by the City (e.g., self-hauling to a transfer station) and otherwise are required to comply with the duties of RDU occupants described in sub-section 601.07.

Section 4. This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this ____ day of _____, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk



STAFF REPORT NO. 156
CITY COUNCIL MEETING
10/25/2022

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Chris Link, Deputy Public Works Director
10/17/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/19/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider adoption of a resolution authorizing the purchase of one temporary construction easement and one permanent right-of-way easement at 7601 18th Avenue for the 77th St Underpass project.

EXECUTIVE SUMMARY:

Consistent with City Council direction, the Capital Improvement Plan (CIP), and the City's Comprehensive Plan, construction of the 77th St Underpass project commenced in July 2021 and is anticipated to continue through fall 2023.

Due to drainage issues with the initial proposed design, new stormwater drainage infrastructure is needed at the 7601 18th Ave property, specifically on the west side of the property along the future Richfield Parkway. Temporary construction and permanent right-of-way easements are sometimes needed in order to implement major infrastructure projects and facilitate the construction such as this. Property owners receive compensation for both types of easements but for temporary construction easements the area remains under ownership of the property owner and it is restored and turned-back after construction is complete.

The property owner at 7601 18th Ave has accepted the offer to purchase the easements and has completed the necessary paperwork to finalize the transaction. In order for the easements to become effective, City Council must approve the resolution authorizing payment to the property owners in the agreed upon amounts.

RECOMMENDED ACTION:

By motion: Approve the resolution authorizing the purchase of one temporary construction easement and one permanent right-of-way easement at 7601 18th Avenue for the 77th St Underpass project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City Council authorized the award of contract for the 77th St Underpass Project to C.S. McCrossan on July 6, 2021.
- The City Council approved a Cooperative Construction Agreement with MnDOT on May 25, 2021.

- The 77th St Underpass project construction began in July 2021 and is anticipated to continue through fall 2023.

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

- The city has authority to acquire easements through an "offer to purchase" and if no agreement can be reached the city can acquire property through eminent domain for public purposes.
- Construction of the 77th Street Underpass is consistent with the City's Comprehensive Plan (Chapter 7 - Transportation) and has been included in the Capital Improvement Budget and Plan.

C. CRITICAL TIMING ISSUES:

Timely payment for and acquisition of the easements will allow this vital work to occur promptly.

D. FINANCIAL IMPACT:

- 7601 18th Ave (PID: 35-028-24-44-0001) requires a temporary construction easement payment of \$830.56 and a permanent right-of-way easement payment of \$9,740.16
- Funding for the purchase of the easements required for the construction of the drainage structure related to the 77th St Underpass Project will be paid by City funds dedicated to project costs.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreements and is available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ 7601 18th Ave Easements Agreements	Contract/Agreement
☐ Resolution	Resolution Letter

MEMORANDUM OF UNDERSTANDING

City of Richfield – 7601 18th Ave

PID: 3502824440001

Fee Owner(s): Healthy Spaces 17, LLC

On this 6th day of October, 2022, Healthy Spaces 17, LLC Owner of the above-described parcel of property located in the City of Richfield, County of Hennepin, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Richfield.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner has been furnished with the approved estimate of just compensation for the property rights acquired and a summary statement of the basis for the estimate. The Owner understands that the acquired property rights are for use in connection with the right-of-way easement for stormwater drainage infrastructure construction and maintenance, public improvements, and construction of the City of Richfield 77th St Underpass project.
2. The Owner understands and acknowledges that the Agent for the City of Richfield has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Richfield shall pay the Owner the sum of ten-thousand five-hundred seventy dollars and seventy-two cents (\$10,570.72) for easement(s) and damages. Owner understands that payment by the City of Richfield must await recording, City Council approval, verification of marketable title, and lender consents, if needed.
4. In the event of a clerical error, Owner, as Grantor, whether one or more, agrees to cooperate in correcting the error including but not limited to resigning all documents.
5. Additionally: N/A

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and Easement Document(s) dated October 6, 2022 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

[Signatures to follow]

Date: 09/14/2022

By: 
Joe Powers, PE, City Engineer, City of Richfield

Date: 9-29-2022

Healthy Spaces 17, LLC

By: MS Patricia Patche
Its: President

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 6th day of October, 2022, by and between Healthy Spaces 17, LLC, a Minnesota limited liability company, (“**Grantor**”), in favor of the City of Richfield, a Minnesota municipal corporation (“**Grantee**”) (together with Grantor referred to herein as the “**Parties**” or each a “**Party**”).

RECITALS

- A. Grantor is the fee owner of certain real property located at 7601 18th Ave. South, Richfield, MN 55423 legally described on **Exhibit A** attached hereto (the “**Property**”);
- B. Grantee is undertaking a project to construct certain improvements in connection with the construction of the 77th Street Underpass project (the “**Project**”);
- C. Grantor wishes to grant to Grantee a certain temporary easement for construction purposes as hereinafter described over, under, across, and through the portion of the Property, as legally described on Exhibit B and as depicted on **Exhibit C** attached hereto, (the “**Easement Area**”) according to the terms and conditions contained herein (the “**Temporary Easement**”).

TERMS OF EASEMENT

- 1. Recitals. The recitals above are hereby incorporated herein and made part of this Temporary Easement.
- 2. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee the Temporary Easement for construction purposes over, under, across, and through the Easement Area.
- 3. Scope of Easement. The Temporary Easement granted herein includes the right of Grantee, its contractors, agents, and employees, vehicles and equipment to enter upon the Easement Area at all reasonable times for the purposes of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm sewer, sanitary sewer and water facilities, roadways and ground surface drainage ways and other public utilities, and all purposes ancillary thereto, as well as the right to deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project.

The Temporary Easement granted herein also includes the right to cut, trim, or remove any landscaping, improvements, or vegetation including trees and shrubs within the Easement Area that in Grantee’s judgment unreasonably interferes with the Project.

Grantor will not erect, construct, or create any building, improvement, obstruction or structure of any kind within the Easement Area during the term of this easement, either above or below the surface or change the grade thereof without the express written permission of Grantee.

Grantee will complete the Project in such a manner which allows access to the Property at all times.

4. Restoration Obligation. Upon or prior to the expiration of the Temporary Easement, Grantee shall reasonably repair and restore the Easement Area to a safe, similar, or better condition.

5. Other Uses of the Easement Area. Grantor retains the right to use all property above and below the surface of the Easement Area for any purpose not inconsistent with the rights granted herein, including, without limitation, the grant of easements for underground utilities, the installation or operation of which will not materially interfere with Grantee's use of the Easement Area.

6. Limited Duration of Easement. The Temporary Easement shall commence on the date first written above and shall run with the land. The Temporary Easement shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns until termination on December 31st, 2023, at which time the Temporary Easement shall terminate without further action by either party.

7. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to the Grantee the Temporary Easement herein.

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

9. Term. The Temporary Easement granted herein shall expire on December 31, 2023.

STATE DEED TAX DUE HEREON: NONE

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]


Healthy Spaces 17, LLC

Its: President

The foregoing instrument was acknowledged before me this 4th day of October, 2022, by Marie Patricia Patche, the President of Healthy Spaces 17, LLC, Grantor.



Notary Public

 **PETER S DOLAN**
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2023

4

EXHIBIT A

Legal Description of the Property

The North 101.21 feet of the South 303 63 feet of the West 132 feet of that part of the North 10 acres of the Southeast Quarter of the Southeast Quarter of Section 35, Township 28, Range 24, Hennepin County, Minnesota, lying East of the East line of 18th Avenue extended South from "Larson's South View Gardens Second Addition."

PIN: 2802824410039

EXHIBIT B

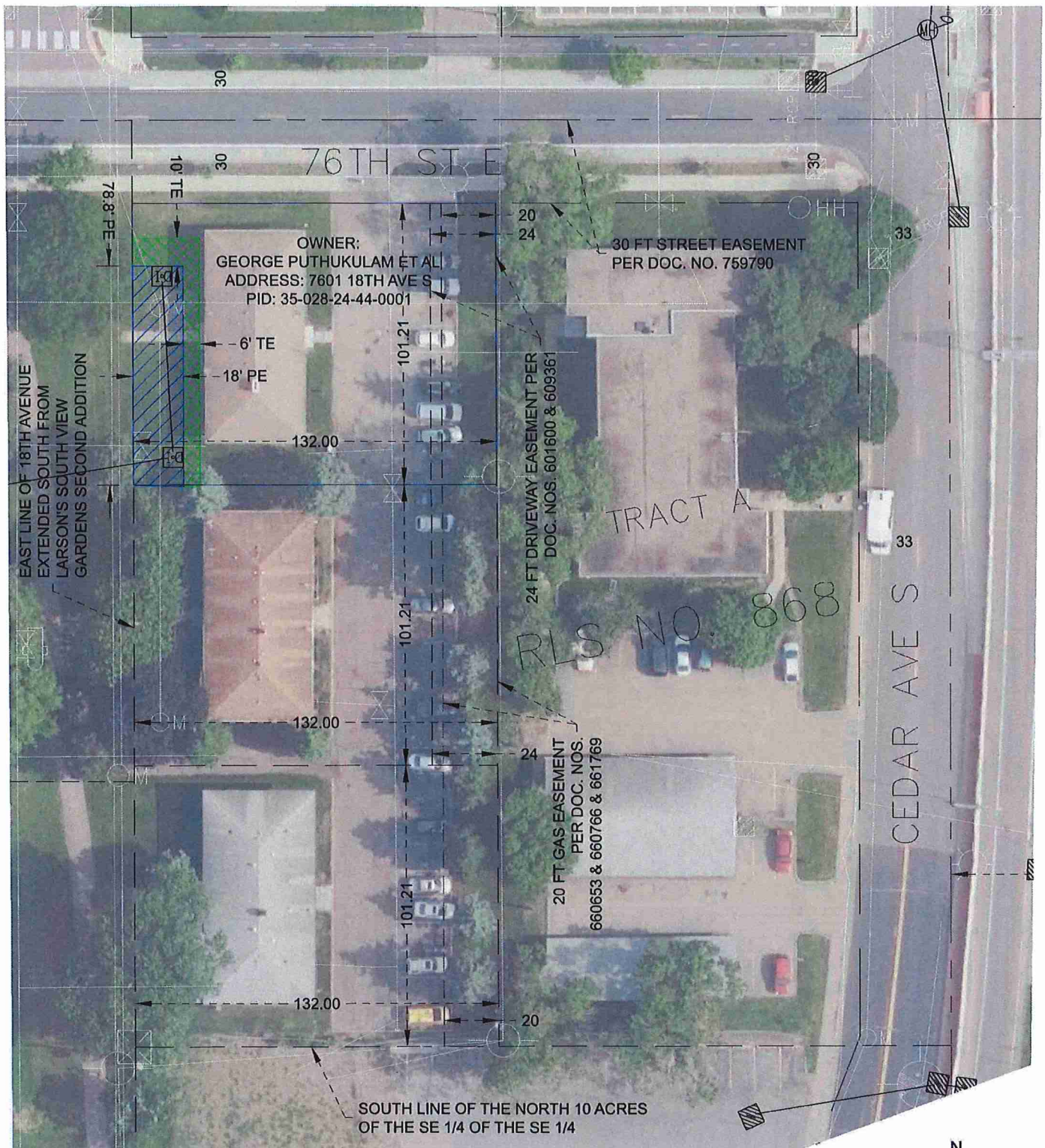
Legal Description of the Temporary Easement

A temporary easement for construction purposes over, under and across the East 6.00 feet of the West 24.00 feet of the South 78.80 feet; and the North 10.00 feet of the South 88.80 feet of the West 24.00 feet of the property described as follows:

The North 101.21 feet of the South 303.63 feet of the West 132 feet of that part of the North 10 acres of the Southeast Quarter of the Southeast Quarter of Section 35, Township 28, Range 24, Hennepin County, Minnesota, lying East of the East line of 18th Avenue extended South from "Larson's South View Gardens Second Addition."

EXHIBIT C

**Depiction of the Easement Area
(to follow.)**

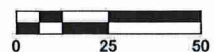


PERMANENT DRAINAGE AND UTILITY EASEMENT AREA = 1,424 SQ. FT.



TEMPORARY CONSTRUCTION EASEMENT AREA = 716 SQ. FT.

— PARCEL LINE



Prepared by:



Parcel 9 Easement Exhibit

7601 18th Avenue South
35-028-24-44-0001
City of Richfield, Minnesota

WSB Project No. 01301-420

Date: 8/08/22



RIGHT-OF-WAY EASEMENT

THIS INSTRUMENT is made this 6th day of October, 2022, by Healthy Spaces 17, LLC, a Minnesota limited liability company ("Grantor") in favor of the City of Richfield, Minnesota, a municipal corporation under the laws of the State of Minnesota (the "City").

Recitals

- A. Grantor is the fee owner of property in Hennepin County, Minnesota, legally described on the attached Exhibit A (the "Property").
- B. Grantor desires to grant to the City an easement for drainage and utility purposes as hereinafter described in, over, across, beneath, and above the portion of the Property legally described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area") according to the terms and conditions contained herein.

Terms of Easement

1. Recitals. The recitals above are hereby incorporated herein and made part of the Easement.
2. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor grants and conveys to the City a permanent easement for right-of-way purposes in, over, across, beneath, above, and through the Easement Area.
2. Scope of Easement. The above-described permanent right-of-way easement includes the rights of the City, its contractors, agents and employees, to enter the Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described easement area public lighting, electrical, storm sewer, sanitary sewer and water facilities, and sidewalk, or all other public facilities or improvements of any type that are not inconsistent with a public right-of-way use.

The easement created herein also includes the right to cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation as in the City's judgment unreasonably interfere

with the easement or facilities of the City, its successors or assigns, and to prohibit obstructions and grading alterations now or in the future as in City's judgment unreasonably interfere with the use or maintenance of the Easement Area.

3. Warranty of Title. Grantor warrants that Grantor is the fee owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

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

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantors, Grantors' successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2022.

[Remainder of page left intentionally blank; signature page to follow]

GRANTOR:

Healthy Spaces 17, LLC

By: M Patricia Petch
Its: President

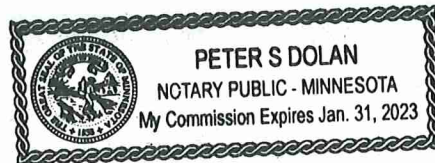
STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 4th day of October, 2022, by Marie Patricia Petch, of Healthy Spaces 17 LLC, a Minnesota limited liability company LLC, a Minnesota limited liability company LLC, a Minnesota limited liability company, on behalf of Healthy Spaces 17 as Grantor.

[Signature]

Notary Public

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

The North 101.21 feet of the South 303.63 feet of the West 132 feet of that part of the North 10 acres of the Southeast Quarter of the Southeast Quarter of Section 35, Township 28, Range 24, Hennepin County, Minnesota, lying East of the East line of 18th Avenue extended South from "Larson's South View Gardens Second Addition."

PID: 3502824440001

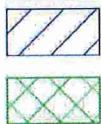
EXHIBIT B

Legal Description of the Easement Area

A permanent easement for drainage and utility purposes over, under and across the West 18.00 feet of the South 78.80 feet of the property described as follows:

The North 101.21 feet of the South 303.63 feet of the West 132 feet of that part of the North 10 acres of the Southeast Quarter of the Southeast Quarter of Section 35, Township 28, Range 24, Hennepin County, Minnesota, lying East of the East line of 18th Avenue extended South from "Larson's South View Gardens Second Addition."

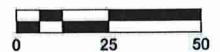
EXHIBIT C
Depiction of the Easement Area



PERMANENT DRAINAGE AND UTILITY EASEMENT AREA = 1,424 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT AREA = 716 SQ. FT.

PARCEL LINE



Prepared by:



Parcel 9 Easement Exhibit

7601 18th Avenue South
35-028-24-44-0001
City of Richfield, Minnesota

WSB Project No. 01301-420

Date: 8/08/22



RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO MAKE PAYMENTS FOR THE PURCHASE OF A TEMPORARY CONSTRUCTION AND A PERMANENT RIGHT-OF-WAY EASEMENT AT 7601 18th AVE (PID# 28-028-24-41-0039) AS PART OF THE 77TH ST UNDERPASS PROJECT

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

WHEREAS, the City, a Minnesota municipal corporation acting by and through its City Council, is authorized by law to acquire land and other interests in real estate which are needed for public use or purpose; and

WHEREAS, the City Council finds that public safety require that the City undertake and complete improvements to address drainage issues in relation to the 77th St Underpass Project, which includes some grading and installation of drainage structures;

WHEREAS, it is necessary to acquire temporary construction and permanent right-of-way easements encumbering the property at 7601 18th Ave (PID# 28-028-24-41-0039); and

WHEREAS, the good faith efforts of employees and agents of the City, in addition to the property owners, has resulted in the acceptance of offers to purchase the aforementioned easements without need for further negotiations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to make payments to the property owner and make effective the agreed upon easements to ensure timely construction of the project before the end of 2023.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk



STAFF REPORT NO. 157
CITY COUNCIL MEETING
10/25/2022

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Chris Link, Deputy Public Works Director

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/19/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the ratification of a contract with Meyer Contracting, Inc., in the amount of \$175,788.34 for the Taft Park Lift Station Improvements Project and authorize the City Manager to approve contract amendments not to exceed \$5,000.00.

EXECUTIVE SUMMARY:

Project Description

The Taft Park Lift Station Improvements Project (the "Project") entails construction of a stormwater lift station to provide Public Works with active control over the water level in Taft Lake. The primary purpose is to control the level of the pond to avoiding flooding and nuisance standing water conditions in the park and over the Three Rivers Park District trail. The lift station also provides a safety benefit to Public Works staff as they will no longer need to manually pump the pond down in high water events. Generally, the Project entails:

1. Furnishing and installing new wet well and pump;
2. Furnishing and installing new controls and associated electrical work;
3. Removing and replacing existing bituminous and concrete trails; and
4. Miscellaneous site work and landscaping.

The engineer's estimate indicated the Project was not expected to exceed the \$175,000 threshold set forth in Minnesota's Uniform Municipal Contracting Law and so competitive quotes were solicited through a Request for Proposals (RFP) process. The RFP was sent to two qualified contractors and the City received two quotes for the Project.

The lowest quote received was from Meyer Contracting, Inc., in the amount of \$174,824.64. After consulting with the City Attorney, the City was advised it could execute the contract without City Council approval because it was <\$175,000. The contract was executed in June 2022 and work began later that month.

Contract Amendment

In order to complete construction of the Project, certain line items in the construction contract were witness to an overage in plan quantities. The exceedance of the plan quantities resulted in the need for a contract amendment in the amount of \$963.70, which will push the Project above the \$175,000 purchasing threshold and will require City Council approval. Staff requests approval/ratification of the original Project contract and the amendment totaling \$175,788.34 so the Project may be completed.

RECOMMENDED ACTION:

By Motion: Ratify the contract with Meyer Contracting, Inc., in the amount of \$175,788.34 for the Taft Park Lift Station Improvements Project and authorize the City Manager to approve contract amendments not to exceed \$5,000.00.

BASIS OF RECOMMENDATION:**A. HISTORICAL CONTEXT**

See Executive Summary.

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

When the purchase of materials, merchandise, equipment, or construction exceeds \$175,000, authority to purchase shall be submitted to the City Council for consideration.

C. CRITICAL TIMING ISSUES:

The Project is complete, however, City staff are waiting to pay the final invoice until the contract is ratified.

D. FINANCIAL IMPACT:

- The original Project contract had a not to exceed limit of \$174,824.64.
- A contract amendment was submitted in the amount of \$963.70 from the contractor due to an overage of estimated plan quantities.
- The total Project cost is now \$175,788.34 which will require approval/ratification by City Council.
- Funding for this effort is contained in the 2022 Revised Stormwater budget in the amount of \$175,000.

E. LEGAL CONSIDERATION:

The City Attorney has advised staff that City Council should approve/ratify the Project contract now that total Project costs have exceeded \$175,000.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Original Executed Contract	Contract/Agreement
☐ Change Order 1	Contract/Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Richfield ("Owner") and Meyer Contracting, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE - 1 WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Taft Park Lift Station Improvements shall include the furnishing of all labor, materials, tools, and equipment necessary to complete the structure, piping, electrical, grading, and appurtenant work as shown on the Plans and specified herein. Work is generally described as follows:

- A. Furnish and install a new wet well and pump.
- B. Furnish and install new controls and associated electrical work.
- C. Remove and replace existing bituminous and concrete trails.
- D. Miscellaneous site work and landscaping.

ARTICLE - 2 THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Taft Park Lift Station Improvements for the City of Richfield, City Project No. 2865, WSB Project No. 018597-000.

ARTICLE - 3 ENGINEER

- 3.01 The Owner has retained WSB & Associates, Inc. d/b/a WSB ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by WSB & Associates, Inc. d/b/a WSB.

ARTICLE - 4 CONTRACT TIMES

- 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before September 30, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 18, 2022.

- 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807-1 for each Calendar Day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807-1 for each Calendar Day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE - 5 CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. *Contract Price:* One hundred seventy-four thousand, eight hundred twenty-four and 64/100 Dollars (\$174,824.64) for Base Bid subject to adjustment based on the provisions of the Contract.
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work.

ARTICLE - 6 PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment following the first City Council meeting of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Contractor shall submit to the Engineer an Application for Payment for the retainage amount less the following amounts:
 1. 250 percent of the anticipated cost to complete the punch list items; and
 2. the greater of \$500 or 1 percent of the Contract price to ensure delivery of final paperwork which includes, but is not limited to operation manuals, payroll documents for projects subject to prevailing wage requirements, and the IC134 form.

The Owner, upon certification from the Engineer, shall make payment of any undisputed amounts within 30 days of receipt of the Application for Payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or at any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 4 percent per annually.

ARTICLE - 7 CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: Taft Park Lift Station Improvements, dated April 18, 2022.
7. Addenda (N/A).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Completed Bid Form.
 - b. Non-Collusion Affidavit.
 - c. Responsible Contractor Verification and Certification of Compliance Form.
 - d. Statement of Intent
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Maintenance Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE - 8 REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce the Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings; and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect

of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineer's Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 11, 2022 (which is the Effective Date of the Contract).

Owner:

City of Richfield
By: [Signature]
Date: 6/2/22
Name: Katie Rodriguez
Title: City Manager

Contractor:

Meyer Contracting, Inc
By: [Signature]
Date: 5/17/2022
Name: Verlyn Schoep
Title: President/COO
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]
Title: Notary (Admin Asst)

Attest:

[Signature]
Title: Project Coordinator

Address for giving notices:

1901 E 66th St.
Richfield, MN 55423

Address for giving notices:

11000 93rd Ave N
Maple Grove, Minnesota 55369

Designated Representative:

Name: Russ Lupkes
Title: Utilities Superintendent

Designated Representative:

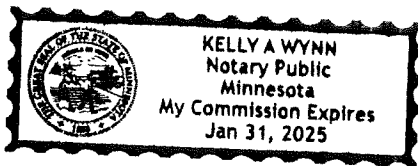
Name: Scott Pelletier
Title: Senior Project Manager

Address:

1901 E. 66th St.
Richfield, MN 55423

Address:

11000 93rd Ave N
Maple Grove, Minnesota 55369



MEYER CONTRACTING, INC.

State of Minnesota

11000 93rd Avenue N, Maple Grove, MN 55369

RESOLUTION NO. 11

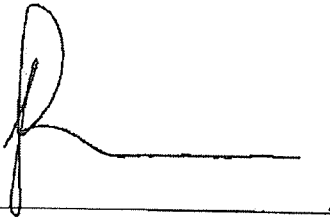
SUBJECT: SIGNING AUTHORITY

WHEREAS, Meyer Contracting, Inc. is a corporation that was registered with the State of Minnesota February 17, 1987 having Minnesota ID number 3940230 and Federal ID number 41-1584157; and

WHEREAS, Paul Meyer, shareholder has declared that all previous signing authority for Meyer Contracting Inc, be revoked effective December 19, 2014; and

WHEREAS, Paul Meyer, shareholder has stated that Paul Meyer and Verlyn Schoep will have authority to sign documents for Meyer Contracting, Inc.; and now therefore, be it

RESOLVED, That Paul Meyer and Verlyn Schoep have authority to sign any and all documents on behalf of Meyer Contracting, Inc., and That no person other than Paul Meyer and Verlyn Schoep have authority to sign documents on behalf of Meyer Contracting, Inc.



Chairman

12/20/2014




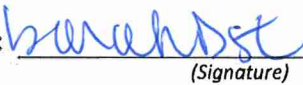
Date

This is to certify that the above resolution was adopted

Date

PERFORMANCE BOND

Bond No. 190050209

Contractor Name: Meyer Contracting, Inc. Address (principal place of business): 11000 93rd Ave N Maple Grove, MN 55369	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Richfield Mailing address (principal place of business): 6700 Portland Avenue Richfield, MN 55423	Contract Description (name and location): Taft Park Lift Station Improvements for the City of Richfield, City Project No. 2865, WSB Project No. 018597-000 Contract Price: \$174,824.64 Effective Date of Contract: May 11, 2022
Bond Bond Amount: \$174,824.64 Date of Bond: May 17, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Meyer Contracting, Inc.	Surety Liberty Mutual Insurance Company
By: <u></u> <small>(Full formal name of Contractor)</small> <small>(Signature)</small>	By: <u></u> <small>(Full formal name of Surety) (Corporate seal)</small> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Verlyn Schoep</u> <small>(Printed or typed)</small>	Name: <u>C. White</u> <small>(Printed or typed)</small>
Title: <u>President/COO</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Courtney Norotny</u> <small>(Printed or typed)</small>	Name: <u>Sarah Dragt</u> <small>(Printed or typed)</small>
Title: <u>Operations Coordinator</u>	Title: <u>Witness as to Surety</u>
<small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small>	

EJCDC® C-610, Performance Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.




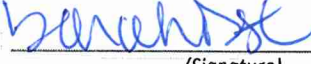
14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

None

PAYMENT BOND

Bond No. 190050209

Contractor Name: Meyer Contracting, Inc. Address (principal place of business): 11000 93rd Ave N Maple Grove, MN 55369	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: City of Richfield Mailing address (principal place of business): 6700 Portland Avenue Richfield, MN 55423	Contract Description (name and location): Taft Park Lift Station Improvements for the City of Richfield, City Project No. 2865, WSB Project No. 018597-000 Contract Price: \$174,824.64 Effective Date of Contract: May 11, 2022
Bond Bond Amount: \$174,824.64 Date of Bond: May 17, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Meyer Contracting, Inc. <i>(Full formal name of Contractor)</i>	Surety Liberty Mutual Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Verlyn Schoep</u> <i>(Printed or typed)</i>	Name: <u>C. White</u> <i>(Printed or typed)</i>
Title: <u>President/COO</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <u>Courtney Norbury</u> <i>(Printed or typed)</i>	Name: <u>Sarah Dragt</u> <i>(Printed or typed)</i>
Title: <u>Operations Coordinator</u>	Title: <u>Witness as to Surety</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

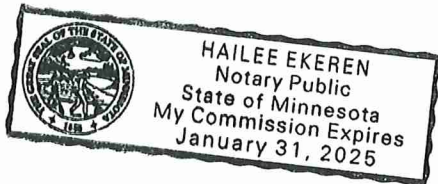
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

None

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this _____ day of _____, before me appeared Verlyn Schoep, to me personally known, who, being by me duly sworn, did say that he/she is the President/COO of Meyer Contracting, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Verlyn Schoep acknowledged said instrument to be the free act and deed of said corporation.

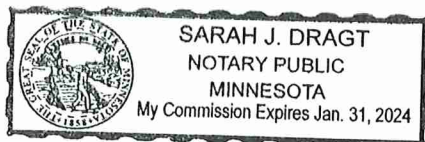


Hailee Ekeren
Notary Public Hennepin County, MN
My commission expires January 31st 2025

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 17th day of May 2022, before me appeared C. White, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said C. White acknowledged said instrument to be the free act and deed of said corporation.



Sarah J. Dragt
Notary Public Sherburne County, Minnesota
My commission expires 1/31/2024



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207173 - 190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of May, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2022

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 CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Jeffrey Whitworth PHONE (A/C, No, Ext): 801-532-5976 E-MAIL ADDRESS: jwhitworth@cspd.com FAX (A/C, No):
INSURED Meyer Contracting Inc 3214 11th Ave SW Dickinson, ND 58601	INSURER(S) AFFORDING COVERAGE INSURER A: Allianz Global Risks US Insurance Co. NAIC # 35300 INSURER B: Great American Insurance Company 16691 INSURER C: Zurich American Insurance Company 16535 INSURER D: Homesite Insurance company of Florida 11156 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1506153532**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO011028405	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP011028505	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CXP755804901	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	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 N	WC980907105	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Instl Fitr - Completed Value Professional Liability Pollution Liability		MXI93079410 PCM315982607	1/1/2022 1/1/2022	1/1/2023 1/1/2023	Special Form Ea Act: \$2,000,000 Policy Aggregate Limit: \$1,500,000 Ea Cond: \$2,000,000 \$2,000,000

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

Taft Park Lift Station Improvements

Umbrella/Excess Liability applies in excess of the Employers' Liability, Automobile Liability and General Liability Limits.

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Richfield, WSB & Associates, Inc. d/b/a WSB (as Engineer) and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Richfield
6700 Portland Avenue
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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY CSDZ, LLC		NAMED INSURED Meyer Contracting Inc 3214 11th Ave SW Dickinson, ND 58601
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Richfield, WSB & Associates, Inc. d/b/a WSB (as Engineer) and Others as required by written contract.

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO011028405

Effective Date: 04/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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, conditions, provisions and exclusions of this policy remain the same.

CHANGE ORDER NO. 1
CITY OF RICHFIELD
PUBLIC WORKS DEPARTMENT

Meyer Contracting, Inc.
Contractor

CITY PROJECT NUMBER: 2865

11000 93rd Ave N

Maple Grove, MN 55369

To whom it may concern:

Under your contract dated June 9, 2022, with the City of Richfield, the City of Richfield hereby directs you to do the work described in the attached estimated change in cost and add to the contract, in accordance with the contract and specifications, the sum of \$963.70.

AMOUNT OF ORIGINAL CONTRACT	TOTAL ADDITIONS	TOTAL DEDUCTIONS	CONTRACT TO DATE
\$174,824.64	\$963.70	\$0.00	\$175,788.34

Date Approved: _____

Meyer Contracting, Inc.
Contractor

Chad Donnelly
Assistant Utilities Superintendent

By: _____

Title: _____



STAFF REPORT NO. 158
CITY COUNCIL MEETING
10/25/2022

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Chris Link, Deputy Public Works Director
10/17/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/19/2022

ITEM FOR COUNCIL CONSIDERATION:

Conduct and close a public hearing and by motion: Adopt a resolution for special assessments for removal of diseased trees from private property for work ordered from January 1, 2021, through December 31, 2021.

EXECUTIVE SUMMARY:

The health of trees within municipal limits is threatened by shade tree diseases and it is the City's responsibility to control and prevent the spread of these diseases.

If the City deems it necessary to remove a diseased tree on private property, the property owners have three options available:

1. Remove the tree themselves;
2. Hire and pay for their own contractor to remove the tree; or
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

In the period from January 1, 2021, through December 31, 2021, twenty-seven (27) property owners chose the third option, and four (4) property owners have since paid off their balance. The total amount to be assessed is currently \$84,622.54 across twenty-three (23) properties.

RECOMMENDED ACTION:

By Motion: Conduct and close the public hearing and adopt a resolution for special assessments for removal of diseased trees from private property for work ordered from January 1, 2021, through December 31, 2021.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In the early 1970's, the City of Richfield began a shade tree disease program to assist homeowners in the removal of diseased trees on private property. The following process is how the City ensures property owners are aware of their diseased tree(s).

Notification to Property Owners

At time of marking for removal, paperwork is left at the property which includes:

- Removal deadline;
- Reason the tree was marked for removal;
- Assessment information;
- Information regarding private contractors;
- A card postmarked to the City informing the City of owner's removal plans; and
- City staff contacts for more information.

If the tree becomes hazardous or is past the removal deadline the City sends an additional deadline letter to the property owner. The letter is sent to the last known owner as obtained from Hennepin County Property Records and verified by our utility billing records.

Occupied Properties

On confirmed occupied properties, property owners with diseased private trees have three options available for tree removal:

1. Remove the tree themselves;
2. Hire and pay their own contractor; or
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

Vacant Properties

In cases where the property is vacant and no owner can be found, removals must be ordered when trees have passed the removal deadline or become hazardous. A contractor then performs the removal and the cost is assessed to the property. In 2021, no vacant properties had trees removed in this manner.

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

- The work has been completed with prior approval from the affected residents; except in cases of vacant properties.
- Minnesota State Statute requires the County be notified of all special assessments.
- The proposed assessment was properly filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 7, 2022 and October 5, 2022.
- The public hearing notice was published in the official newspaper on October 6, 2022 in advance of the October 25, 2022 public hearing.

C. CRITICAL TIMING ISSUES:

- The unpaid charges for the removal of the diseased trees must be special assessed for certification to the County Auditor along with current taxes as stated in City Code 910.23.
- The assessment role is submitted to the County Auditor and must be reported to Hennepin County by the end of November annually.

D. FINANCIAL IMPACT:

- The costs to be assessed for the removal of diseased trees on private property for work ordered during the period January 1, 2021, through December 31, 2021, have been determined to be \$84,622.54.
- The property owner may pay the original principal amount without interest by November 11. Payments received on or after November 11 but before November 14 will be charged interest at the rate of five percent (5%) through the date of payment. The unpaid balance will be spread over five (5) years with a five percent (5%) interest rate.
- The original source of funding to have the work done is through the City's Permanent Improvement Revolving Fund.

E. LEGAL CONSIDERATION:

The City Attorney will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description		Type
▣	Tree Assessment Resolution	Resolution Letter
▣	Tree Assessment Roll	Exhibit

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR THE REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred for such work ordered during the period of January 1, 2021 through December 31, 2021 amount to \$84,622.54.

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to the removal of diseased trees from private properties in the City of Richfield and the expenses incurred for such work ordered during the period of January 1, 2021 through December 31, 2021.

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

1. Such proposed assessment roll, in the amount of \$84,622.54, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than five annual installments and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Finance Division, except that no interest shall be charged if the entire assessment is paid by November 11, 2022. A property owner may, at any time prior to November 14, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

City of Richfield

Special Assessment Master Report

S/A Number: 22024

S/A Number: 22024		Description: 22 TREES		
Assessment Total: \$102,417.93				
Interest Rate: 5.0000		Opened Date:		Amortization Type: S
Payment Number: 0 Of: 5		1st Hearing:		County Admin Fee: \$0.00
1st Yr. Int. Months: 12 1st Yr. Payable: 2023		2nd Hearing:		Status: Pending
Resolution Number:		Levied:		Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>	<u>Closed Desc</u>
A	26-028-24-11-0075	6244	Cedar Ave S		\$7,050.00	\$7,050.00	\$7,050.00	
A	26-028-24-12-0030	1401	62nd St E		\$3,010.70	\$3,010.70	\$3,010.70	
A	26-028-24-14-0126	6408	16th Ave S		\$4,499.93	\$4,499.93	\$4,499.93	
A	27-028-24-12-0078	6239	2nd Ave S		\$2,668.13	\$2,668.13	\$2,668.13	
A	27-028-24-13-0104	6533	2nd Ave S		\$6,128.92	\$6,128.92	\$6,128.92	
A	27-028-24-33-0111	6820	Garfield Ave S		\$1,881.69	\$1,881.69	\$1,881.69	
A	27-028-24-43-0037	6833	2nd Ave S		\$5,537.54	\$5,537.54	\$5,537.54	
A	28-028-24-24-0097	6504	James Ave S		\$5,268.73	\$5,268.73	\$5,268.73	
A	28-028-24-32-0057	6608	Oliver Ave S		\$6,989.13	\$6,989.13	\$6,989.13	
A	28-028-24-33-0075	6932	Newton Ave S		\$7,634.28	\$0.00	\$0.00	Paid at City
A	28-028-24-34-0056	6932	Knox Ave S		\$4,236.49	\$4,236.49	\$4,236.49	
A	33-028-24-13-0012	1300	73rd St W		\$4,569.81	\$0.00	\$0.00	Paid at City
A	33-028-24-14-0061	7328	Colfax Ave S		\$2,258.03	\$2,258.03	\$2,258.03	
A	33-028-24-22-0116	7120	Oliver Ave S		\$3,763.38	\$0.00	\$0.00	Paid at City
A	34-028-24-22-0052	7140	Garfield Ave S		\$3,924.66	\$3,924.66	\$3,924.66	
A	34-028-24-24-0031	7209	Wentworth Ave		\$1,827.92	\$0.00	\$0.00	Paid at City
A	34-028-24-34-0020	7626	Blaisdell Ave S		\$1,548.36	\$1,548.36	\$1,548.36	
A	35-028-24-11-0037	7120	18th Ave S		\$3,494.57	\$3,494.57	\$3,494.57	
A	35-028-24-11-0095	7124	18th Ave S		\$4,166.59	\$4,166.59	\$4,166.59	
A	35-028-24-12-0090	7044	Bloomington Ave S		\$1,612.88	\$1,612.88	\$1,612.88	
A	35-028-24-14-0087	7345	17th Ave S		\$2,150.50	\$2,150.50	\$2,150.50	
A	35-028-24-14-0096	7338	17th Ave S		\$3,440.80	\$3,440.80	\$3,440.80	
A	35-028-24-21-0009	7126	12th Ave S		\$1,690.59	\$1,690.59	\$1,690.59	
A	35-028-24-34-0036	7615	10th Ave S		\$6,236.45	\$6,236.45	\$6,236.45	
A	35-028-24-41-0018	7421	16th Ave S		\$1,236.54	\$1,236.54	\$1,236.54	
A	35-028-24-41-0021	7410	16th Ave S		\$3,790.26	\$3,790.26	\$3,790.26	

City of Richfield
Special Assessment Master Report
S/A Number: 22024

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>	<u>Closed Desc</u>
A	35-028-24-42-0051	7445	12th Ave S		\$1,801.05	\$1,801.05	\$1,801.05	
A Count: 27					A Total:	\$102,417.93	\$84,622.54	\$84,622.54
Total Count: 27					Grand Total:	\$102,417.93	\$84,622.54	\$84,622.54



STAFF REPORT NO. 159
CITY COUNCIL MEETING
10/25/2022

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
10/19/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/19/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the second reading of an interim ordinance authorizing a study and imposing a one-year moratorium on the sale of Cannabis products.

EXECUTIVE SUMMARY:

On September 27th, the City Council delayed the first reading of the Ordinance to October 11th, 2022.

On October 11, 2022, the City Council heard the first reading of the interim ordinance authorizing a study and imposing a one-year moratorium on the sale of cannabis products.

In 2022, the Minnesota Legislature passed legislation that authorized the sale of edible cannabinoid products and beverages infused with tetrahydrocannabinol (THC) extracted from hemp. The legislation provided limited regulation of these products in Minn. Stat. § 151.72 under the Board of Pharmacy, including restrictions and requirements on packaging, labeling, amount of THC, and sale of these products to those under the age of 21. Though the new law has some regulations on the products, there are significant gaps in state oversight and accountability of the manufacturing and production, testing, and distribution of the products.

Because cities and stakeholders were not given any notice of action or consulted during the drafting of this legislation, staff are not prepared to provide guidance related to an ordinance or licensing of edible cannabinoid products at this time.

Staff's recommendation to the Council was to implement a one-year moratorium and then license the sellers of cannabis products. The purpose of the moratorium is to allow the City time to study the impacts of cannabis products and prepare an ordinance and licensing structure for Council consideration. If the Council should adopt a licensing ordinance before the one-year period is over, it can repeal the moratorium.

RECOMMENDED ACTION:

By Motion:

- 1. Approve the second reading of an interim ordinance authorizing a study and imposing**

- a one-year moratorium on cannabis products. and;
2. Approve a resolution authorizing summary publication of said ordinance.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

On September 13, 2022, staff presented to the City Council in a work session. The presentation included background on the new law, an update from the League of Minnesota Cities work group, staff concerns at the city level, four options for consideration, and staff recommendations.

In 2022, the Minnesota Legislature passed legislation that authorized the sale of certain edibles and beverages infused with tetrahydrocannabinol (THC) extracted from hemp. The legislation provided limited regulation of these products in Minn. Stat. § 151.72 under the Board of Pharmacy, including restrictions and requirements on packaging, labeling, amount of THC, and sale of these products to those under the age of 21.

Though the new law has some regulations on the products, there are significant gaps in state oversight and accountability of the manufacturing and production, testing, and distribution of the products.

Additionally, the law does not provide any restrictions on where the products can be sold and offers no guidance for local governments to regulate the sale of the products. The new law increases enforcement responsibilities for local governments which will result in additional costs for cities.

Lacking significant oversight and regulations at the state level, some cities passed licensing and/or zoning regulations over the products. Though the law does not prohibit local regulation, many outstanding questions remain pertaining to law enforcement and the state-city dynamic of regulating and enforcing the law related to these newly legal products.

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

The City of Richfield addresses medical cannabis in the Zoning Code. There are no ordinances that address cannabinoids in the code.

C. CRITICAL TIMING ISSUES:

A one-year moratorium was recommended by staff to allow sufficient time to learn from other cities experiences, research the issues and develop ordinance language and licensing protocol.

D. FINANCIAL IMPACT:

NA

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

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

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ Richfield THC Moratorium	Cover Memo
▣ Summary Publication Resolution	Resolution Letter

BILL NO. _____

**AN INTERIM ORDINANCE
AUTHORIZING A STUDY AND IMPOSING A MORATORIUM
ON THE SALE OF CANNABIS PRODUCTS**

THE CITY OF RICHFIELD DOES ORDAIN:

SECTION 1. Legislative Findings

- (a) There is a great deal of uncertainty regarding the effect of Minnesota Laws 2022, Chapter 98 amending Minnesota Statutes, section 151.72 (“Act”) to allow the sale of edible cannabinoid products (“Cannabis Products”).
- (b) Because the proposal to allow the sale of Cannabis Products received little publicity until the Act went into effect on July 1, 2022, the City of Richfield (“City”) did not have an opportunity to study and consider the potential impacts of the Act on the City. Nor did the City Council have sufficient time to engage in policy discussions regarding the regulations the City Council may elect to impose on the sale of Cannabis Products.
- (c) The Act authorizes the Minnesota Board of Pharmacy to enforce the Act, but the Act does not provide for any licensing of manufacturers or of those who sell Cannabis Products. The Act is also silent regarding the enactment of local regulations related to Cannabis Products.
- (d) The Legislature did not expressly prohibit or limit local regulations, and the regulations established in the Act clearly do not constitute the Legislature having occupied the field of regulation regarding the sale of Cannabis Products.
- (e) The City Council finds the uncertainties associated with sale of Cannabis Products, and the options for local regulation, compels the need for a study to develop information the City Council can rely on as it engages in policy discussions related to potential regulation of Cannabis Products through the adoption of licensing and zoning controls.
- (f) The City Council is authorized to adopt an interim ordinance “to regulate, restrict, or prohibit any use . . . within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.” Minnesota Statutes, section 462.355, subdivision 4(a).
- (g) The City Council is also authorized as part of its general police powers to adopt business licensing requirements related to the sale of Cannabis Products.

- (h) The Minnesota Supreme Court in *Almquist v. Town of Marshan*, 245 N.W.2d 819 (Minn. 1976) upheld the enactment of a moratorium despite the lack of express statutory authority as being a power inherent in a broad legislative grant of power to municipalities. In most cases, the enactment of business licensing requirements is based on a city's police powers, which is the broadest grant of power to cities. Inherent in that broad grant of authority is the power to temporarily place a moratorium on a business activity to study and potentially implement licensing regulations on that business activity.
- (i) There are both business licensing and zoning issues associated with the sale of Cannabis Products the City Council determines it needs time to study to consider the development and adoption of appropriate local regulations. In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts its study and the City Council engages in policy discussions regarding possible regulations, the City Council determines it is in the best interests of the City to impose a temporary moratorium on the sale of Cannabis Products.

SECTION 2. Definitions. For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings given them in this Article.

- (a) "Act" means 2022 Minnesota Session Laws, Chapter 98 (H.F. No. 4065), amending Minnesota Statutes, section 151.72.
- (b) "Cannabis Products" means Edible Cannabinoid Product regulated by the Act, effective July 1, 2022. This term excludes products that are not intended to be eaten or consumed by humans or that contain less than 0.1 percent of any tetrahydrocannabinol.
- (c) "City" means the City of Richfield.
- (d) "City Code" means the Richfield City Code.
- (e) "Edible Cannabinoid Product" has the same meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(c).

SECTION 3. Study. City staff shall conduct a study regarding Cannabis Products and provide the City Council a report on the potential regulations of such products. The report shall include the City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations. The study shall consider, but is not limited to, the following:

- (a) The potential impacts of the sale of Cannabis Products within the City;
- (b) Licensing the sale of Cannabis Products and related regulations; and

- (c) Zoning regulations related to the sale, manufacture, and distribution of Cannabis Products as uses within the City.

SECTION 4. Moratorium. A moratorium is hereby imposed to prohibit any business, person, or entity from offering for sale or selling Cannabis Products to the public within the jurisdictional boundaries of the City. The City shall not accept, process, or act on any application, site plan, building permit, or other zoning approval for a business proposing to engage in the sale of Cannabis Products.

SECTION 5. Violations. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to offer for sale, or to sell, Cannabis Products within the City.

SECTION 6. Exceptions. The moratorium imposed by this Ordinance does not apply to the sale of medical cannabis or non-edible hemp products that were lawful to sell prior to the effective date of the Act.

ARTICLE 7. Enforcement. A violation of this Ordinance shall be a misdemeanor. In addition, the City may enforce this Ordinance by mandamus, injunction, other appropriate civil remedy in any court of competent jurisdiction, or through applicable penalties under the City Code.

ARTICLE 8. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part of this Ordinance. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

ARTICLE 9. Effective Date and Term. This Ordinance shall be effective immediately and shall have a term of 12 months. This Ordinance shall remain in effect until the expiration of the 12-month term, until it is expressly repealed by the City Council, or until the effective date of an ordinance amending the City Code to address the sale of Cannabis Products, whichever occurs first.

Adopted by the City of Richfield this 25th day of October 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN INTERIM ORDINANCE
AMENDING THE RICHFIELD CITY
CODE, AUTHORIZING A STUDY AND
IMPOSING A ONE-YEAR MORATORIUM
ON THE SALE OF CANNABIS
PRODUCTS**

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

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

**AN INTERIM ORDINANCE AMENDING THE RICHFIELD CITY CODE, AUTHORIZING
A STUDY AND IMPOSING A ONE-YEAR MORATORIUM ON THE SALE OF
CANNABIS PRODUCTS**

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

This ordinance does the following: authorizes a study and imposes a one-year moratorium on the sale of Cannabis products.

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

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk



STAFF REPORT NO. 160
CITY COUNCIL MEETING
10/25/2022

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
10/19/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/19/2022

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the second reading of an ordinance amending Section 925 of the Richfield City Code to include new language addressing what refuse is and the accumulation of it related to public nuisances.

EXECUTIVE SUMMARY:

The elimination of the old garbage code, along with the absence of the "refuse" definition in the new Organized Hauling code has made public nuisance enforcement more challenging without language that addresses what refuse is, and the accumulation of it. The new language being proposed encompasses what is typically observed as public nuisance violations and will make enforcement an easier process under Section 925- Nuisance.

The first reading of this ordinance amendment was approved by the City council on October 11, 2022.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an ordinance amending Section 925 of the Richfield City Code and adopt a resolution approving summary publication of said ordinance.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The refuse definition in the former garbage code was used frequently by Environmental Health (EH) to enforce public nuisance violations related to the accumulation of refuse. This definition no longer exists in the new 601 Solid Waste code. Approving the new accumulation of refuse language under the Nuisance code (925) allows EH to more easily enforce public nuisance violations related to accumulation of refuse.

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

Section 925 of the Richfield City Code pertains to Public Nuisances and the process for enforcement and abatement.

C. CRITICAL TIMING ISSUES:

N/A

D. FINANCIAL IMPACT:

N/A

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

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

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Nuisance amendment	Cover Memo
<input type="checkbox"/>	Resolution and summary publication	Cover Memo

BILL NO. _____

**AN ORDINANCE AMENDING SECTION 925
OF THE RICHFIELD CITY CODE
PERTAINING TO PUBLIC NUISANCES AND REFUSE**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 925.01, subdivision 2 of the Richfield City Code is amended as follows:

Subd. 2. Public nuisances affecting health. The following are declared to be nuisances affecting public health:

- (a) Exposed accumulations of decayed or unwholesome food or vegetable matter;
- (b) Diseased animals running at large;
- (c) Ponds or pools of stagnant water;
- ~~(d) Carcasses of animals not buried or destroyed within 24 hours after death;~~

~~(e)~~(d) Accumulations of manure or rubbish, refuse that affect public health by reason of appearance, odor, sanitation, or fire hazard, including accumulations of solid waste, garbage, trash, rubbish, litter, organics or organic materials, and yard waste; animal carcasses; combustible material, such as wood, branches, brush; natural material, such as gravel, stone, and soil; non-combustible material, such as glass, brick, metal; waste debris resulting from construction, demolition, repair, or alteration of structures or buildings; vehicles, vehicle parts, or tires; bulky waste, such as appliances, furniture, and mattresses;

Composting of organics or organics materials pursuant to the Richfield City Code, subsection 601.13 shall not be considered a public nuisance pursuant to this sub-section;

- ~~(f)~~(e) Privy vaults and garbage cans which are not rodent free or flytight, or which are so maintained as to constitute a health hazard, or to emit foul and disagreeable odors;
- ~~(g)~~(f) The pollution of any public well or cistern, stream, lake, canal or body of water by sewerage, creamery or industrial wastes, or other substances;
- ~~(h)~~(g) Poisonous plants including but not limited to poison ivy, poison oak, and ragweed, plants detrimental to health; any growth of weeds, grass, brush or

other rank vegetation to a greater height than six (6) inches on the average;
and accumulations of dead weeds, grass or brush;

~~(j)~~(h) Dense smoke, noxious fumes, gas or soot, or cinders in unreasonable quantities;

~~(j)~~(i) Offensive trades and businesses as defined by statute not licensed by the city board of health as provided by law;

~~(k)~~(i) Public exposure of persons having a contagious disease; and

~~(j)~~(k) Overcrowding a room or portion of a dwelling with long-term storage of items, goods, or any material so as to prevent upkeep, maintenance, or regular housekeeping. A room may be considered overcrowded when storage covers an excessive amount of the floor area of a room, constitutes a potential excessive fire load, prevents access to windows or doors, prevents access to or obstructs mechanical systems or air movement, effectively eliminates use and access to required electrical devices, impedes access and movement of emergency personnel, blocks hallways, limits the operation of doors or provides pest harborage.

Section 2. This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this ____ day of _____, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE UPDATING SECTION 925 – NUISANCES**

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

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

AN ORDINANCE AMENDING SECTIONS 925 OF THE CITY CODE

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

This ordinance, which amends City Code Sections 925 relating to nuisances, does the following: defines refuse within the Nuisance code and addresses the accumulation of refuse, allowing for enforcement when necessary.

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

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of October, 2022.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk