

#### REGULAR CITY COUNCIL MEETING RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS SEPTEMBER 14, 2021 7:00 PM

#### INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Approve the Minutes of the (1) City Council Work Session of August 10, 2021; (2) City Council Meeting of August 10, 2021; (3) City Council Work Session of August 24, 2021; and (4) Special Council Meeting of August 24, 2021.

#### PRESENTATIONS

- 1. To approve the proclamation on Hispanic Heritage Month
- 2. Proclamation recognizing Constitution Week

#### AGENDA APPROVAL

- 3. Approval of the Agenda
- 4. Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.
  - A. Consider approval of the 2021-2022 Emergency Preparedness agreement with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

#### Staff Report No. 126

B. Consider the appointment of youth members to City advisory board/commissions.

#### Staff Report No. 127

C. Consider a new Taxicab license for Twin City's Taxicab Inc., a business run under the LLC name, Twin City's Taxicab Services Inc.

Staff Report No. 129

D. Consider a resolution extending a city-wide moratorium on the establishment of any new commercial use involving firearms for an additional six months.

#### Staff Report No. 130

E. Consider the adoption of a resolution supporting a Livable Communities Demonstration Act grant application to the Metropolitan Council for the proposed Minnesota Independence College and Community development at 2000 76th Street West.

#### Staff Report No. 131

F. Consider the approval of a resolution requesting a MnDOT State Aid Design Element Variance for the 65th Street Reconstruction Project.

#### Staff Report No. 132

G. Consider a resolution approving Laws of Minnesota 2021, First Special Session, Chapter 14, Article 9, Section 5, relating to temporary transfer of tax increment for housing development purposes.

#### Staff Report No. 133

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

#### PROPOSED ORDINANCES

6. Consider the second reading of an ordinance repealing and replacing Section 601 of the Richfield Code of Ordinances pertaining to solid waste disposal, collection, and hauling.

Staff Report No. 136

#### **RESOLUTIONS**

7. Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2022 for General Services and Management.

#### Staff Report No. 137

8. Consider a request for a waiver of Application fees for an Interim Use Permit.

#### Staff Report No. 138

9. Consider a resolution to approve the change in deed in accordance with the Minnesota Department of Natural Resources Land and Water Conservation Fund Grant for Augsburg Park.

#### Staff Report No. 139

10. Consideration of the 2021 Revised/2022 Proposed Budget resolutions adopting the 2022 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2021 budget of various departments, and city fees for 2022.

Staff Report No. 142

#### **OTHER BUSINESS**

11. Consider a resolution approving the 2021 Revised and 2022 Budget for the Affordable Housing Trust Fund.

Staff Report No. 140

12. Consider the first reading of an ordinance amending City Code Subsection 1305.13 related to snow removal and snow emergency parking restrictions and schedule a second reading for September 28, 2021.

Staff Report No. 141

#### CITY MANAGER'S REPORT

13. City Manager's Report

#### CLAIMS AND PAYROLLS

14. Claims and Payroll

#### **COUNCIL DISCUSSION**

15. Hats Off to Hometown Hits

#### 16. Adjournment

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



### **CITY COUNCIL MEETING MINUTES**

**Richfield, Minnesota** 

### **City Council Work Session**

### August 10, 2021

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:32 p.m. in the Bartholomew Room.

Council Members	Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; Simon
Present:	Trautmann; and Sean Hayford Oleary
Staff Present:	Katie Rodriguez, City Manager; Amy Markle, Recreation Services Dire

Staff Present:Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director;<br/>Chris Link, Operations Superintendent; Jay Henthorne, Police Chief; Nellie<br/>Jerome, Assistant Planner; Mike Dobesh, Fire Chief; Kristin Asher, Public<br/>Works Director; John Stark, Community Development Director; Neil Ruhland,<br/>Communications and Engagement Manager; Blanca Martinez Gavina, Equity<br/>Administrator; and Kelly Wynn, Administrative Assistant

#### Item #1 CONSIDER A WINTER PARKING PILOT PROGRAM TO ADVANCE EQUITY CENTE RED APPROACHES TO PARKING RESTRICTIONS NEEDED TO CLEAR THE ROADS OF SNOW FOLLOWING A SIGNIFICANT SNOW EVENT.

City Manager Rodriguez provided a brief overview of items.

Operations Superintendent Link supplied background and reasons for snow plowing, snow plow districts and current snow emergency procedures.

Equity Administrator Martinez Gavina introduced why this pilot program is necessary in regards to every department.

Operations Superintendent Link described a map involving 2019 and 2020 snow emergency tows.

Equity Administrator Martinez Gavina continued with how each department will analyze data from the project.

Chief Henthorne stated they receive many complaints on why there are so many residents ticketed but they also get just as many complaints as to why there isn't more ticketing and towing. This results in 30-40 complaints per area.

Council Member Trautmann asked if tow trucks are still called even after roads are cleared and a ticket is already given

Chief Henthorne stated tow trucks will still come through so snow plows can clean up previously plowed streets.

Council Member Hayford Oleary asked how medial complaints are handled.

Chief Henthorne stated officers will go out and see if the complaint warrants a ticket/tow as there are many residential areas that are problematic.

Operations Superintendent Link spoke of how tagging and towing isn't an exact science.

Equity Administrator Martinez Gavina continued with stakeholder involvement. She then spoke of how to determine benefit and/or burden and advance opportunity along with minimizing harm to communities.

Operations Superintendent Link described the pilot program details.

Council Member Supple asked about how the outlined areas are currently being utilized.

Operations Superintendent Link explained the areas of no parking currently.

Council Member Whalen asked about alternate places for people to park in apartments when the complexes need to clear lots along with streets.

Chief Henthorne stated they are currently working with complexes in rotating areas for towing purposes.

Council Member Hayford Oleary asked what would happen if there are 2.5 inches of snow two days in a row.

Operations Superintendent Link explained it is always the plan to get the plows through as fast as possible as many times as possible. A snowfall of about 6 inches is all the trucks can safely push.

Council Member Whalen asked for clarification on snow emergencies.

Operations Superintendent Link stated staff plows snow a lot and nothing is going to change plowing wise but the change will be when a snow emergency will be declared.

Council Member Trautmann spoke of challenges when multiple people are renting a house and having lack of space to park.

Operations Superintendent Link reiterated why it is a good idea to pilot this program and work out the kinks before expanding to more locations.

Council Member Hayford Oleary asked about adopting a plan like Minneapolis.

Operations Superintendent Link stated he is not a fan of the Minneapolis snow emergency style as Richfield is different in that there are wider streets and there are many complexes that have parking lots. It is also important to have the ability to get on the roads before things get packed down and affect the infrastructure of the roads.

Council Member Hayford Oleary asked about the possibility to have a specific time notifications would go out regarding a snow emergency.

Operations Superintendent Link stated staff does everything possible to get notifications out about an upcoming snow emergency by 6 p.m.

Council Member Hayford Oleary expressed excitement to see the program take shape as it is greatly needed.

Council Member Trautmann agreed with Richfield plows doing exceedingly well and expressed gratitude for supporting areas and communities that were historically excluded.

Council Member Whalen believes a key piece will be communicating about communicating to let people know what avenues are already in place for notifications. He would like to continue to see a prioritization to sidewalks for resident use.

Operations Superintendent Link stated staff will continue to prioritize sidewalks and trails and will begin including the 'why' into communications.

Mayor Regan Gonzalez thanked staff for the extensive work to continue fantastic core services. The equity work should not be on top of the work already happening but looking at the work happening and how to incorporate and embedding it.

Operations Superintendent Link provided next steps to incorporate the pilot program this year.

# Item #2 REVIEW OF THE PRELIMINARY EQUITY PLAN FOR THE CITY OF RICHFIELD.

Equity Administrator Martinez Gavina reviewed the preliminary equity plan update:

- City of Richfield's equity work
- Role of equity administrator
- Description of three phases of preliminary equity plan
- What equity can be like within Richfield
- Highlights of equity work in 2020 and 2021 along with each department

Director Markle added how parks and recreation are deep diving into finding barriers that prevent residents from participating in programming.

Equity Administrator Martinez Gavina continued with how departments are incorporating equity and the CAREs team work over the last few years along with a description of the newly added subcommittees.

Director Markle explained the subcommittees involving staff resources, education and training.

Assistant Planner Jerome reviewed the Richfield equity and inclusion toolkit/lens, recommendations and future steps.

Equity Administrator Martinez Gavina would like to get information on who is missing from the conversation by using the diversity wheel and bring all the voices to the table. She explained how this will align with strategic planning and bring community along so they are included in the work. She spoke of how staff will continue to develop a plan to provide more details and continue to work with each department.

Council Member Supple thanked staff for all the participation and she is excited to see benchmarks on data gathered.

Council Member Whalen appreciated the focus on data and outcomes along with what the impacts are in the community.

Council Member Trautmann thanked staff and believes using the lens will prove to be a powerful tool.

Council Member Hayford Oleary expressed appreciation for specific example provided as described for each department.

Mayor Regan Gonzalez thanked staff for the presentation. She iterated her previous comments of embedding these ideas into work already happening.

#### ADJOURNMENT

The work session was adjourned by unanimous consent at 6:58 p.m.

Date Approved: September 14, 2021

Maria Regan Gonzalez Mayor

Kelly Wynn Administrative Assistant Katie Rodriguez City Manager



### **CITY COUNCIL MEETING MINUTES**

**Richfield**, Minnesota

### **Regular Council Meeting**

### August 10, 2021

CALL TO ORDER

The meeting was called to order by Mayor Maria Regan Gonzalez at 7:02 p.m. in the Council Chambers.

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

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Jay Henthorne, Police Chief; Mike Flaherty, Deputy Chief; Neil Ruhland, Communications and Engagement Manager; Blanca Martinez Gavina, Equity Administrator; and Kelly Wynn, Administrative Assistant

#### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

#### **OPEN FORUM**

Robert Hall, 7309 Oliver Ave S, raised questions around funding provided to a potential new business, Benefactor Brewing. He asked why and how people are selected for funds along with how the amount provided is determined. He also inquired why the city would help fund a company that would compete with city liquor stores.

#### **APPROVAL OF MINUTES**

M/Supple, S/Whalen to approve the minutes of the: (1) City Council Work Session of July 27, 2021; and (2) City Council Meeting of July 27, 2021.

Motion carried 5-0.

Item #1	2021 GENE & MARY JACOBSEN CITIZEN OF THE YEAR PRESENTATION
---------	--

Mayor Regan Gonzalez read the summary of the award.

Kim Jacobsen spoke of the work Santos has done and continues to do in the community of Richfield. He then presented the award to Santos Mejia

Santos Mejia thanked everyone for their support in his work. He spoke of the strength and support from every resident that makes Richfield a better community.

Mayor Regan Gonzalez explained how she has known Santos for a long time and how instrumental he has been in helping so many people.

Santiago De Angulo described what a privilege it has been to work with Santos, especially during these difficult times.

Council Member Whalen stated there is no one more deserving to receive this award and appreciates the many ways Santos is community-minded.

Council Member Supple thanked Santos for his leadership and everything he has done and continues to do for the community.

Council Member Trautmann expressed gratitude for all his work within the community.

Item #2	APPROVAL OF THE AGENDA
---------	------------------------

M/Whalen, S/Hayford Oleary to approve the agenda

Motion carried 5-0.

## Item #3 CONSENT CALENDAR

City Manager Rodriguez presented the consent calendar and asked Council to remove item A as it needs further review.

A. Consider the approval of a resolution authorizing the City of Richfield to enter into a Local Road Improvement Program grant agreement with the Minnesota Department of Transportation (MnDOT Agreement No. 1047188) for \$11,690,000 to be used for construction of the 77th Street and Trunk Highway 77 Improvements Project. Staff Report No. 118

#### **RESOLUTION NO. 11869**

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT AGREEMENT NO. 1047188) FOR \$11,690,000 TO BE USED FOR CONSTRUCTION OF THE 77TH STREET AND TRUNK HIGHWAY 77 IMPROVEMENTS PROJECT (SP 157-594-003; SP 157-108-035; & SP 2758-82)

B. Consider approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's A Toast To Richfield event to take place on Thursday, October 7, 2021, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South. Staff Report No. 119 C. Consider the approval of the Bureau of Criminal Apprehension's (BCA's) Master Joint Powers Agreement (JPA) with Richfield Department of Public Safety/Police for access to the Criminal Justice Data Communications Network (CJDN) and the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement. Staff Report No. 120

#### RESOLUTION NO. 11870 RESOLUTION AUTHORIZING APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF RICHFIELD ON BEHALF OF ITS CITY ATTOURNEY AND POLICE DEPARTMENT

D. Consider a resolution of support for the expansion of the Minnesota Independence College and Community in the City of Richfield. Staff Report No. 121

#### RESOLUTION NO. 11871 RESOLUTION SUPPORTING THE DEVELOPMENT OF AFFORDABLE, ACCESSIBLE MULTIFAMILY HOUSING IN THE VICINITY OF 2000, 2006, AND 2018 - 76TH STREET WEST

M/Supple, S/Trautmann to approve the consent calendar with the removal of item A, only approving item B-D.

Council Member Whalen asked for clarification if item A will be on a future meeting.

Director Asher confirmed.

Council Member Trautmann expressed appreciation in sharing of data with Public Safety as it can provide better outcomes. He also praised MICC and they do for their students.

Motion carried 5-0.

Item #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR

None

Г

Item #5 CITY MANAGER'S REPORT
-------------------------------

City Manager Rodriguez encouraged residents to wear masks while visiting city buildings. She then provided a brief covid update.

ltem #6	CLAIMS AND PAYROLL
---------	--------------------

M/Trautmann, S/Whalen that the following claims and payrolls be approved:

U.S. Bank	08/10/2021
A/P Checks 298900 - 299183	\$ 1,150,427.48
Payroll: 163926 - 164285	 741,808.25
TOTAL	\$ 1,892,235.73

Г

#### Motion carried 5-0

Т

ltem #7	HATS OFF TO HOMETOWN HITS	

Council Member Trautmann spoke of the open enrollment for fall soccer and encouraged residents to sign up their children.

Council Member Hayford Oleary expressed appreciation for Night to Unite. He then spoke of a Star Tribune article relating to planning and zoning regarding racial inequities and encouraged people to read it.

Council Member Supple spoke of a number of events taking place: August 14 from 6-8pm that will be a celebration of poetry at eh amphitheater; the Richfield Middle School will be performing live August 11 at 7pm also at the amphitheater; Crossroads Panorama has an event on August 28 from 2:30-5:30pm taking place at the Bandshell; and Unity in the Community will be taking place August 29 as a drive thru event.

Council Member Whalen echoed comments of how wonderful it was to visit with residents at Night to Unite. He reminded residents information regarding organized collection is available on the city website. He encouraged residents to attend an event with Sustainability Specialist Lindholm where she will be available to answer questions on August 31 from 7-8pm in Veterans Park. He also mentioned strategic planning meetings coming up and invited residents to reach out with ideas for the future of Richfield.

Mayor Regan Gonzalez spoke of how wonderful it was to see Santos as he is an extraordinary leader in making sure community members are feeling connected. She then thanked staff for their work sessions regarding embedding equity into work plans across all departments. She expressed appreciation for city staff as she heard from residents for all the great work they continue to do while out at Night to Unite. Lastly, she reminded residents the Richfield Foundation event is on Oct 7 and they are looking for volunteers and sponsors.

#### Item #8 ADJOURNMENT

The meeting was adjourned by unanimous consent at 7:41 p.m.

Date Approved: September 14, 2021

Maria Regan Gonzalez Mayor

Kelly Wynn Administrative Assistant Katie Rodriguez City Manager



### **CITY COUNCIL MEETING MINUTES**

**Richfield, Minnesota** 

### **City Council Work Session**

### August 24, 2021

#### CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 3:00 p.m. in the Bartholomew Room.

Council Members	Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; Simon
Present:	Trautmann; and Sean Hayford Oleary
Staff Present:	Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Jay Henthorne, Police Chief; Mike Dobesh, Fire Chief; Kristin Asher, Public Works Director; John Stark, Community Development Director; Krista Guzman, Human Resources Manager; Bill Fillmore, Liquor Operations Director; Scott Kulzer, Administrative Aide; Kate Aitchison, Housing/Communications Specialist; and Kelly Wynn, Administrative Assistant

 PRESENTATION OF THE 2021 REVISED/2022 PROPOSED BUDGET AND TAX
LEVY

City Manager Rodriguez prefaced the presentation along with

- Timetable;
- Key issues for 2021/2022;
- American Rescue Plan Act funding;
- History of local government aid;
- Revenue comparison; and
- Capital fund reserves

Council Member Hayford Oleary asked about the 2028 projected balance of \$3.2 million.

City Manager Rodriguez stated the projection will be bringing the pool and ice arena into the black and staff will be doing a more in depth analysis.

Council Member Whalen asked if the city had been doing transfer of funds from reserves in previous years.

City Manager Rodriguez stated in 2019, the full amount of LGA was needed to fund operations and respond to the pandemic. The city has added new staff as well as additional debt to address needed infrastructure projects; this has put pressure on the general fund levy. 2028 and 2029 are important as debt begins to mature and will create less pressure on the general fund. She then presented on 2022 proposed gross levy; gross tax levy history; 2022 proposed general fund budget; general fund revenues; 2022 proposed budget general fund revenues; general fund expenditures; 2022 proposed budget general fund expenditures; general fund history; recommended full-time regular personnel; staff needs that are not recommended this year; 2022 proposed levy estimated impact; 2022 proposed budget; and finally, where the city is going. Mayor Regan Gonzalez asked about the ARPA funding and if the city is looking for guidance or change.

City Manager Rodriguez stated staff is looking for both. LMC has been attempting to clarify guidance along with possibly changing how funds can be used. She advised staff bring in a consultant to research and know where the city can spend the money.

Mayor Regan Gonzalez asked what council can do to advocate for changes in the guidance.

City Manager Rodriguez stated LMC and other organizations are already working on the changes but bringing it to representatives always helps.

Mayor Regan Gonzalez spoke of the volatility with revenues decreasing and would like to see a more solid 10 year plan to get out of using LGA, needs for city staff and infrastructure along with trends in revenue.

City Manager Rodriguez agreed and clarified the need to be more realistic in that departments may not be able to come in at or less than 3% increases each year. It has also been very tough right now with clouding of the delta variant.

Mayor Regan Gonzalez stated she would like to see trends more at the city level and what is best for the residents.

City Manager Rodriguez spoke of using the resources the city already has and looking at it in a realistic way and utilizing technology.

Council Member Supple thanked staff for all their work on the presentation for succession plans, infrastructure, preventative maintenance and the long term investments to save the city money.

Council Member Trautmann thanked staff for executing budgets and praised staff for partnering with other agencies to leverage dollars spent for staff and resources.

Council Member Hayford Oleary asked how the amount of \$460,000 was decided for transfer from reserves.

City Manager Rodriguez stated the gap determined after director submission and discussion between herself and the finance director which is then brought to council.

Council Member Whalen asked what the levy would be if money wasn't transferred from reserves.

City Manager Rodriguez stated she could calculate the number.

Council Member Whalen believes it is not a good practice to pull from reserve funds to keep things going from year to year. He stated all the things the city is investing in are important and they shouldn't be so afraid of slightly raising the tax levy to lower the amount drawing from reserves.

City Manager Rodriguez then presented on the 2021/2022 budget for leg/exec departments and highlights for the departments.

Council Member Supple appreciated the 3% increase for other agencies as it is money that is visibly put to good use for the community.

HR Manager Guzman presented on administrative services

• 2021R/2022 budget;

- Expenditure history 2017-2022;
- Revenue history 2017-2022;
- Revenue/expenditure comparison 2017-2022;
- Budget highlights; and
- Communications fund revenue/comparison expenditures

Council Member Whalen mentioned many departments have upgrades to software and asked if it is coincidence or if it is something that has not previously been a priority.

HR Manager Guzman stated the increase in cost for software is due to a need for better tracking and capturing better data that will have a greater city wide impact.

City Manager Rodriguez spoke of how IT has been under-resourced combined with technology that changes so quickly along with younger staff being more adept to a variety of technology platforms drives the need for software upgrades. She then referenced Council Member Whalen's previous question and stated some quick math would increase the levy of 6.9% to get rid of reserve draw.

Mayor Regan Gonzalez highlighted concern in understaffing in the deputy registrar area and spoke of how much more difficult is has been. She acknowledged how hard it has been for all front line workers.

City Manager Rodriguez presented finance 2021/2022 budget and highlights.

Chief Henthorne presented on the public safety budget items:

- Expenditures;
- Action steps;
- Division expenditure increase;
- Revenue;
- 2020-2022 budget;
- Police division;
- Crime trend;
- Calls for service;
- Support services division;
- Emergency services division; and
- New technology

Council Member Hayford Oleary stated he was glad to see intoxicating liquor license reflected in budget.

Council Member Trautmann echoed comments and appreciated the action steps included.

Council Member Whalen expressed excitement to see the city partnering with the county.

Council Member Supple encouraged residents to reach out to county officials to use ARPA funds for social workers.

Council Member Trautmann was pleased to see CSO funding and how it would support trying to expand that program.

Mayor Regan Gonzalez thanked chief Henthorne for the presentation as the public safety department is responding to all the different nuances in the world.

Chief Dobesh presented the fire services budget items:

• RFD trends;

- Leadership change;
- Calls to service; and
- Looking forward

Council Member Whalen asked at what point overtime would drive for additional staff.

Chief Dobesh stated he has started having conversation with firefighters regarding 'when is busy too busy' and is beginning to gather that data.

Council Member Whalen inquired how firefighters are currently on 24 hour shifts and if it would be considered to change.

Chief Dobesh stated it has potential to change but they are considering all options.

Director Stark presented on community development budget items:

- Overview;
- Community Development Administration;
- Planning and Zoning Division;
- Planning and Zoning budget history;
- Inspections Division;
- Inspections expenditures and revenue history; and
- Big picture issues

Council Member Trautmann thanked Director Stark for the presentation and asked if expenditures are on track to be more than revenues in the near future for the inspections division.

Director Stark stated services are supposed to equal revenues which is the goal and he is not worried about revenues being lower than expenditures.

Council Member Trautmann asked if there would be an increase in revenues if staff numbers were to increase.

Director Stark stated revenues will continue to be strong and it is a matter of staff keeping up as there are a number of things that encourage people to work for Richfield.

Council Member Hayford Oleary stated how great it is to hear there is more anticipation for development.

Director Stark spoke of budget constraints and attempting to cross train employees in becoming more efficient. He stated how the department generally operates better working lean but he is concerned about the level of work and is cautious.

Director Fillmore presented on liquor operations budget items:

- Beverage market trends;
- Sales;
- Profitability;
- Round-up campaigns;
- 2021 highlights; and
- 2021 initiatives

Director Asher presented on public works budget items:

- Core services;
- General fund;
- Public Works Administration;

- Engineering;
- Street, park and forestry maintenance;
- Central garage; and
- Utility funds summary

Council Member Supple stated she was happy to see planning in dealing with all the medians and analyzing the situation.

Council Member Hayford Oleary stated he was surprised about the small cell fee.

Director Asher spoke of how the department is limited in what it can get back.

Council Member Hayford Oleary asked about losing trees along city streets and if they will be replaced or not.

Director Asher stated due to the heat wave this year, it has restricted staff from planting. She confirmed there is a budget for trees and they are hopeful to get some in the ground soon. She also spoke of the policy in place to have a tree every 50 feet.

Council Member Hayford Oleary also asked about the conversion plan to LED lights throughout the city.

Director Asher commented they are trying to come up with a plan on conversion and work with Xcel energy but has been difficult as it is not an inexpensive venture.

Council Member Hayford Oleary then asked about maintenance of medians regarding plants and weeds.

Director Asher stated it is all about the redevelopment as some areas are still under contractor and not managed by city.

Director Markle presented on recreation services budget items:

- New play equipment;
- Augsburg Adventure Park;
- Facility improvements;
- Organized collection;
- 2022 performance measures;
- General fund summary;
- Recreation Administration and Programs;
- Recreation facilities; and
- Future budget considerations and needs

Mayor Regan Gonzalez expressed regret that there wasn't more time to review the Recreation Services budget since the department had accomplished so many impressive projects over the past year, and was joined by other council members in thanking Recreation staff for their efforts.

#### ADJOURNMENT

The work session was adjourned by unanimous consent at 5:38 p.m.

Date Approved: September 14, 2021

Maria Regan Gonzalez Mayor

Katie Rodriguez City Manager

Kelly Wynn Administrative Assistant



### **CITY COUNCIL MEETING MINUTES**

**Richfield**, Minnesota

### **Special Council Meeting**

### August 24, 2021

CALL TO ORDER

The meeting was called to order by Mayor Maria Regan Gonzalez at 5:42 p.m. in the Council Chambers.

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

Staff Present: Katie Rodriguez, City Manager; Sam Ketchum, Acting City Attorney; John Stark, Community Development Director; Kristin Asher, Public Works Director; Scott Kulzer, Administrative Aide/Analyst; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Kate Aitchison, Housing/Communications Specialist; Blanca Martinez Gavina, Equity Administrator; and Kelly Wynn, Administrative Assistant

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

ltem #1	CONSENT CALENDAR
---------	------------------

City Manager Rodriguez presented the consent calendar.

A. Consider the approval of a resolution authorizing the City of Richfield to enter into a Local Road Improvement Program grant agreement with the Minnesota Department of Transportation (MnDOT Agreement No. 1047188) for \$11,690,000 to be used for construction of the 77th Street and Trunk Highway 77 Improvements Project. Staff Report No. 122

> RESOLUTION NO. 11871 RESOLUTION APPROVING EXHIBIT E FOR GRANT AGREEMENT TO STATE TRANSPORTATION FUND LOCAL ROAD IMPROVEMENT PROGRAM GRANT TERMS AND CONDITIONS FOR CONSTRUCTION OF THE 77TH STREET AND TRUNK HIGHWAY 77 IMPROVEMENTS PROJECT (SP 157-594-003; SP 157-108-035; & SP 2758-82)

B. Consider the approval of a site license agreement between the City and C.S. McCrossan Construction, Inc., for construction staging for the 77th Street and Trunk Highway 77 Improvements Project. Staff Report No. 123

#### M/Supple, S/Trautmann to approve the consent calendar.

Motion carried 5-0.

Item #2	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
---------	--

#### None

ltem #3	CONSIDER THE FIRST READING OF AN ORDINANCE REPEALING AND REPLACING SECTION 601 OF THE RICHFIELD CODE OF ORDINANCES PERTAINING TO SOLID WASTE DISPOSAL, COLLECTION AND HAULING. STAFF REPORT NO. 124
---------	--

Council Member Whalen read staff report 124.

M/Whalen, S/Supple to approve the first reading of an ordinance repealing and replacing Section 601 of the Richfield City Code pertaining to solid waste disposal, collection, and hauling.

Council Member Whalen asked staff to briefly comment on the changes occurring with this item to clarify for residents.

Sustainability Specialist Lindholm stated this update to the code will bring things up to date.

Council Member Hayford Oleary asked about cart placement being allowed in front of houses.

Sustainability Specialist Lindholm stated there are four different diagrams included in the code covering a variety of lot sizes and shapes which detail where carts can be placed. She encouraged residents to review the diagram.

Motion carried 5-0.

ltem #4	CONSIDER THE TRANSPORTATION COMMISSION'S REQUEST FOR A JOINT MEETING TO DISCUSS CONCERNS ABOUT THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S PLANS FOR THE I-494 AND PENN AVE INTERCHANGE AS RELATED TO THE I-494: AIRPORT TO 169 PROJECT. STAFF REPORT NO. 125
---------	--

Council Member Hayford Oleary presented staff report 125.

Director Asher stated all decisions have been made regarding the 494 project but staff is available to assist with any discussion.

Council Member Hayford Oleary stated he spoke with some commissioners regarding the change in routing from Best Buy Corporate to 35W and do not think it is the best solution.

Council Member Supple stated she would speak with the commission.

Council Member Whalen asked staff if a meeting would be a good use of time.

Director Asher provided her perspective that this meeting would be a step back but is unsure what the intended outcome would be other than a better understanding of the routing.

City Manager Rodriguez stated hosting a meeting would set expectations of a change which will not happen as decisions have been solidified.

Director Asher added the change will affect approximately 200 vehicles, according to a study completed.

Council Member Trautmann spoke of how engaged the members of the transportation commission are but the PAC and TAC have already agreed to the plans put forth by MnDOT and is unsure there is a space to make a change at this point in the process. He asked staff to share additional information with the commission and then find out if there is still a need for a meeting.

Council Member Hayford Oleary stated the meeting has merit to show how important this is to the council and city.

Council Member Whalen spoke of questioning votes that have already been approved and does not believe this is a large concern.

Council Member Trautmann wondered if this meeting request is premature.

Mayor Regan Gonzalez stated a meeting concerning this specific issue is unnecessary but would explore the idea of a work session to prepare for municipal consent.

Director Asher stated she could attend the next commission meeting and perhaps have MnDOT attend to see if questions can be answered before convening a work session with council.

Council Member Trautmann suggested tabling the item until getting further clarity from staff regarding the desire outcome from the requested meeting.

Council Member Hayford Oleary stated it is a worthy request as some decisions happen in the background and do not necessarily incorporate resident feedback.

Council Member Trautmann again suggested tabling instead of rejecting the request.

M/Trautmann, S/Supple to table this item until the next council meeting of September 14, 2021.

Mayor Regan Gonzalez asked staff to acquire more information from the commission in regards to their goal from having a meeting with council.

Council Member Trautmann would like staff to bring the same information given to council and provide that to the commission.

Council Member Whalen would like staff to present realistic options are going forward to receive a better sense of the commission desired outcome.

Motion carried 5-0.

#### Item #5 CITY MANAGER'S REPORT

City Manager Rodriguez responded to two previous open forum comments from residents. She then thanked all directors for their work on the budget presentation that took place during the work session. She also asked if council had any other comments or direction regarding the budget process.

Council Member Supple thanked directors and staff for the extensive work on the budget presentation along with looking forward and developing the ten year plan. She also expressed she would not like to raise the levy during times of the pandemic as there is so much economic uncertainty.

Council Member Trautmann echoed comments of gratitude to staff and believes the city has a good outlook. He stated he would like to utilize some reserves and not raise the levy.

Council Member Whalen spoke of the rising market value and the tax increase will be felt more than past years. He also mentioned how many large infrastructure investments regarding recreation facilities should be more clearly defined. He then spoke of continuing to prioritize sustainability.

Council Member Hayford Oleary asked if these same concerns regarding the levy were said last year and how does staff know the city will do better next year.

City Manager Rodriguez believed it was a crisis last year due to impacts of the pandemic and those impacts are still being seen. She also believes due to the debt service happening next year, it will be difficult not to use reserves next year as well.

Mayor Regan Gonzalez spoke of the volatility that will continue to affect the city and its services along with how important it is to develop a strong ten year plan. She also suggested expanding the budget for consultants to take advantage of the construction boom to build out the community.

City Manager Rodriguez then expressed deep gratitude for Director Regis and Assistant City Manager Dmytrenko for their years of service to the City of Richfield as they both had their last day within the last week.

Council Member Whalen echoed appreciation for both individuals for their dedication to the community.

Council Member Trautmann spoke of the legacy left behind by both employees and thanked them for their stewardship.

Council Member Supple also thanked both individuals as they worked tirelessly for the city.

Council Member Hayford Oleary echoed gratitude.

Mayor Regan Gonzalez spoke of the leadership displayed by both employees and appreciated all the work they put into making the community a better place.

Item #8	ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:45 p.m.

Date Approved: September 14, 2021

Maria Regan Gonzalez Mayor

Kelly Wynn Administrative Assistant Katie Rodriguez City Manager

AGENDA SECTION: AGENDA ITEM # PRESENTATIONS

1.



### CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/9/2021

#### **ITEM FOR COUNCIL CONSIDERATION:**

To approve the proclamation on Hispanic Heritage Month

#### **EXECUTIVE SUMMARY:**

Each year the Richfield City Council acknowledges the historic and ongoing contributions of the Hispanic community by passing a resolution that proclaims September 15 through October 15 as Hispanic Heritage Month.

ATTACHMENTS:

D

Description Proclamation **Type** Backup Material



### **Proclamation of the City of Richfield**

WHEREAS, Hispanic Heritage Month, from September 15 through October 15, pays tribute to Hispanic and Latino Americans, the largest ethnic minority group in the United States of America, for their contributions to the United States of America and to celebrate the culture and history of these groups; and

**WHEREAS**, Hispanic Heritage Month begins each year on September 15, the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Mexico celebrates its independence on September 16, and Chile celebrates its independence on September 18; and

**WHEREAS**, nearly 18% of the population in Richfield is of Hispanic or Latino origin, according to 2019 estimates by the U.S. Census Bureau; and

WHEREAS, Hispanic and Latino Americans have sought for and struggled to make the United States of America their home while enduring discrimination and oppression from those who attempt to quash their dreams for better lives for themselves and their families; and

WHEREAS, Hispanic and Latino Americans have brought with them their determination, hard work, and talents, which have enriched the lives of all peoples of the United States of America; and

**WHEREAS,** the Richfield Human Rights Commission supported this proclamation at its August 5, 2021, meeting and recommended the Richfield City Council do the same; and

NOW, THEREFORE, I, Maria Regan Gonzalez, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim September 15 to October 15 as Hispanic Heritage Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Hispanic and Latino Americans throughout the year.

PROCLAIMED this 14th day of September 2021.

Maria Regan Gonzalez, Mayor

AGENDA SECTION: AGENDA ITEM # PRESENTATIONS

2.



### CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITYMANAGER REVIEW:

Katie Rodriguez, City Manager 9/9/2021

#### ITEM FOR COUNCIL CONSIDERATION:

**Proclamation recognizing Constitution Week** 

#### **EXECUTIVE SUMMARY:**

Richfield City Council wants to acknowledge the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America.

ATTACHMENTS:

Description

Proclamation

Type Backup Material



### **Proclamation of the City of Richfield**

**WHEREAS,** September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Maria Regan Gonzalez, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the week of September 17 through 23 as Constitution Week AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**PROCLAIMED** this 14th day of September 2021.

Maria Regan Gonzalez, Mayor

AGENDA SECTION: AGENDA ITEM # CONSENT CALENDAR

4.A.



### STAFF REPORT NO. 126 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police 8/23/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/7/2021

#### **ITEM FOR COUNCIL CONSIDERATION:**

Consider approval of the 2021-2022 Emergency Preparedness agreement with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

#### **EXECUTIVE SUMMARY:**

The City of Richfield has had a public health emergency preparedness contract with the City of Bloomington to provide public health emergency preparedness services on Richfield's behalf for over eighteen years. This is Richfield's 2021-2022 contractual agreement with Bloomington.

The City will receive \$54,004 for the grant cycle that runs from July 1, 2021, to June 30, 2022. The contract with the City of Bloomington for this same period of time for public health emergency preparedness is in the amount of \$49,958, of which \$12,000 is being passed through directly to Bloomington to meet the Cities Readiness Initiative (CRI), which is intended to be used metro wide to regionally fund public health emergency preparedness planning, exercise, training and activities. A remaining amount of \$4,046 is retained by Richfield for our staff time, training, planning and exercise in public health emergency preparedness activities.

#### **RECOMMENDED ACTION:**

By motion: Approve the 2021-2022 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

#### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

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

The City of Richfield became a Local Public Health Agency in 1977, which makes the City eligible to receive these grant funds to use for the development of a public health emergency response system

specific to Richfield and its needs.

#### C. CRITICAL TIMING ISSUES:

These funds are part of a nationwide effort by the federal government to respond to serious public health emergencies, including threats of bio-terrorism.

#### D. FINANCIAL IMPACT:

Funds being used are those given to Richfield as a Local Public Health agency, from the federal government, to develop a system for responding to public health emergency preparedness and bio-terrorism threats.

#### E. LEGAL CONSIDERATION:

The City Attorney has reviewed the contract and has approved of its contents.

#### ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the contract with the City of Bloomington for the services of a Public Health Emergency Preparedness Coordinator in developing a public health emergency preparedness/bio-terrorism plan. This would mean the City would have to hire a staff person to assume some of the grant responsibilities which cannot be met with current staffing levels and would result in a significant budget increase.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

#### ATTACHMENTS:

	Description	Туре
D	EP/CRI contract with BPH	Cover Memo

#### PUBLIC HEALTH PREPAREDNESS SERVICES AGREEMENT

#### BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

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

#### RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements.
- B. Bloomington's Division of Public Health provides Public Health Emergency Preparedness Services to respond to bioterrorism, infectious diseases, and other threats to public health including, but not limited to coordination, assessment, planning and exercise, response, surveillance, notification, and training ("PH Emergency Preparedness Services"). Bloomington also provides services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative ("CRI Duties").
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Emergency Preparedness Services and Cities Readiness Initiative ("CRI") planning activities to its residents, and desires to contract with Bloomington to provide such PH Emergency Preparedness Services and CRI Duties, funding these duties via Minnesota Department of Health (MDH) grant dollars and subject to the grant compliance timelines provided by MDH.
- D. Bloomington is willing to provide such PH Emergency Preparedness Services and perform such CRI Duties to residents of Richfield on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the terms and conditions expressed in this Agreement, Bloomington and Richfield agree as follows:

#### AGREEMENT

1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with PH Emergency Preparedness Services and CRI Duties as described in the Scope of Services attached to this Agreement as <u>Exhibit A</u> or any supplemental letter agreements, or both, entered into between Bloomington and Richfield (the "Services"). The Services referenced in the attached <u>Exhibit A</u> or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with

the level of care and skill ordinarily exercised by contractors currently providing similar services.

- 2. **Time for Completion.** This Agreement shall remain in force and effect commencing from July 1, 2021 ("Effective Date") and continuing until June 30, 2022, unless terminated by either party or amended pursuant to the Agreement.
- 3. **Consideration.** The consideration, which Richfield shall pay to Bloomington, shall not exceed \$49,958.00, as set forth in <u>Exhibit B</u> and incorporated into this Agreement.
- 4. **Approvals**. Bloomington will secure Richfield's written approval before making any expenditures, purchases, or commitments on Richfield's behalf beyond those listed in the Services. Richfield's approval may be provided via electronic mail.
- 5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days' written notice to the other party. In the event of termination:
  - a. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of Bloomington's invoice.
  - b. The Parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
  - c. The provisions of this section will continue and survive termination of the Agreement.
- 6. **Amendments**. No amendments may be made to this Agreement except in writing signed by both parties.
- 7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices, that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. The Parties shall maintain such records for a minimum of six years after final payment.

#### 8. Indemnification.

a. To the fullest extent permitted by law, Bloomington and its successors or assigns, agree to protect, defend, indemnify, save, and hold harmless Richfield, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Bloomington's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in

whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.

- b. To the fullest extent permitted by law, Richfield, and its successors or assigns, agree to protect, defend, indemnify, save, and hold harmless Bloomington, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Richfield's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.
- c. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
- 9. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:
  - a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.
  - b. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181.
- 10. **Subcontracting.** Neither Bloomington nor Richfield shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services required by this Agreement. Any instrument in violation of this provision is null and void.

- 11. **Assignment.** Neither Bloomington nor Richfield shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.
- 12. Independent Contractor. Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the services which Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the services are performed shall be controlled by Bloomington; however, the nature of the services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided in this Agreement. All services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
- 13. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
- 14. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Bloomington and Richfield, and supersedes any other written or oral agreements between Bloomington and Richfield. This Agreement can only be modified in writing signed by Bloomington and Richfield. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- 15. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- 16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 17. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the requested services.

- 18. Work Products and Ownership of Documents. All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive the termination of this Agreement.
- 19. **Agreement Not Exclusive.** Bloomington retains the right to perform other PH Emergency Services and CRI Duties for other entities, in Bloomington's sole discretion.
- 20. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
- 21. No Discrimination. The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. The Parties agree to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the acting party or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. The Parties agree to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
- 22. **Authorized Agents**. Richfield's authorized agent for purposes of administration of this contract is Jennifer Anderson, Health Administrator/Support Services Manager, or designee. Bloomington's authorized agent for purposes of administration of this contract is Nicholas Kelley, Public Health Administrator, who shall perform or supervise the performance of all Services.

23. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

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

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

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

- 24. **Waiver**. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
- 25. **Headings**. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
- 26. **Mediation.** Both Parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
- 27. **Publicity**. Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington and Richfield agree that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington must not use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.
- 28. **Severability**. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- 29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized.
- 30. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

31. **Recitals.** Bloomington and Richfield agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[The balance of this page left blank intentionally.]

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

#### CITY OF BLOOMINGTON, MINNESOTA

DATED:	July 22, 2021	BY: James D. Verlingge	
		James D. Verbrugge	
		Its: City Manager	

Reviewed approved by the City Attorney.

Melissa J. Manderschied

5664400FA896406 Melissa J. Manderschied

#### **CITY OF RICHFIELD, MINNESOTA**

DATED:	BY:
	Its: Mayor

DATED:\_\_\_\_\_ BY:\_\_\_\_\_ Its: City Manager

# EXHIBIT A TO AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

# SCOPE OF SERVICES

## CHB BP3 Grant Duties – Outline July 1, 2021 – June 30, 2022

# **BASE DUTIES**

# Full year

- 1. Four hotwashes and after action reports aimed at specific, targeted topics.
  - a. Each LHD will conduct the hotwashes at their individual agency.
    - i. AAR-IP must be submitted at the LPH agency level.
      - 1. All AAR-IP information will be submitted in REDCap, using a modified AAR-IP format instead of submitting a written report. HSEEP guidelines will be followed.
  - b. For each topic area, MDH CEPR staff also will be facilitating regional discussions about lessons learned, gapsidentified, and successful strategies employed.
  - c. Schedule of specific, targeted topics
    - i. Q1: No hotwash or AAR-IP in July September
    - ii. Q2: Vaccine
    - iii. Q2: Access and functional needs of at-risk individuals / communities of focus / vulnerable populations
    - iv. Q3: Partner engagement
    - v. Q4: Region's choice
      - 1. Recommend identifying the regional topic by August 20 when the work plan is due.

Potential topics to consider include but are not limited to communications, ICS, essential services, sector-specific topics, e.g., worksites/businesses, faith communities, jails/corrections, IHE, etc.

- 2. Plan(s)
  - a. Revise one or more plan(s) with identified gaps resulting from COVID-19 response. (Revisions must reflect procedural or policy level changes that need to be made to the plan.)
  - b. As each LPH demobilizes, document the elements that potentially should be included in a Demobilization Plan.
    - i. Few examples of Demobilization Plans for a long duration response like COVID-19 exist. This duty is focused on capturing the important areas, topics, and items that can be document to improve the demobilization process, such as development of checklists, logistical considerations, and returning staff to normal roles.
- 3. Identify a minimum of four (4) gaps to implement during Q3 and Q4 from one or more of the hotwashes (vaccines, access and functional needs, partner

engagement, or region's choice topic)

- a. A minimum of two (2) of the four (4) gaps/corrective actions must address access and functional needs of at-riskindividuals / communities of focus / vulnerable populations.
  - 1. What did you identify that needed to be done? What did you do?
  - 2. Consider strategies and activities that might work well for others, could even be considered promising orbest practices (or with refinement, could fit that designation).
- 4. Share at least one innovative, unique, or creative COVID-19 response activity/action each LHD or CHBexperienced/conducted/facilitated.
  - a. Each LHD/CHB will submit their response activity(ies)/action(s) in REDCap.

These should be specific to each LHD or CHB and not be the same two answers across the region.

- b. Regions are encouraged to have a regional discussion to share these activities and actions with each other.
- 5. Volunteer Management:
  - a. Describe the COVID-19 activities for which you engaged volunteers.
    - i. If you used volunteers, what worked well and what needs improvement?
    - ii. If you didn't use volunteers, why not?
  - b. Did you use the state vaccination volunteers group (SVG)?
    - i. If you did, what worked well and what needs improvement?
    - ii. If you didn't use volunteers from the SVG, why not?
- 6. Other duties may be added if CDC requires specific actions.

One-time events

- 1) World Café (virtual) (Summer 2021)
- World Café (May, 2022)
   Time commitment: 1.5 days for LPH director, CHB Administrator, EP coordinator

# **ELECTIVE DUTY** (X = 1, Y=3, Z=5)

- Participate in the CopeWell pilot test: <u>www.copewellmodel.org</u>
  - More specific information will be provided to describe this elective duty that is focused on mental health. A verybrief outline of what this includes: Self-assessment, training, webinar, resources for staff as they move out of theresponse, recognizing that stress will 'come out' still...(especially if have compartmentalized things during response, they will need to process emotional impact at some point, a form of PTSD).
- Select an additional 2 topic specific hotwashes/AAR-IPs to conduct. This can

be selected as an elective 2x

- Address 2-3 gaps beyond the base duty, identified during COVID-19 response. This can be selected as an elective 2x
- Plan(s)
  - Revise one or more plan(s) beyond the base duty that had identified gaps during COVID-19 response. (Revisions must reflect procedural or policy level changes that need to be made to the plan.)
  - This can be selected as an elective 2x.
- Develop an ICS/NIMS training and implementation plan and timeline.
  - Identify gaps in ICS training
  - Develop a training plan to address the gaps (this may be and likely will be a multi-year plan)
  - Provide at least one of the identified trainings

### **RECURRING DUTIES**

Duty	
Complete Work Plan by Aug. 20	
IPP – (Due date TBD) (formerly known as	
MYTEP)	
Mid-Year Report, Dec. 31	
EOY July 8, 2022	
Update and maintain accounts:	
PartnerLink, MN Responds, IMATS, MN.TRAIN	
Maintain HCC signed membership	
HAN	Respond to MDH, forward. No local response
	tracking
Attend MDH-sponsored preparedness trainings	
Staff maintain NIMS training	
AAR-IPs and Corrective Actions	For non-COVID responses and exercises
JRAs, based on jurisdiction timeline	

### EXHIBIT B TO AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

### TERMS OF PAYMENT

- A. Richfield shall pay Bloomington the total not-to-exceed amount of \$49,958.00 during the term of this Agreement for services outlined below:
  - 1. \$35,558.00 for PH Emergency Preparedness Services; and
  - 2. \$14,400.00 for CRI Duties.
- B. The amounts above will be paid according to the following terms:
  - 1. Bloomington shall invoice Richfield for the Services identified on Exhibit A, as follows:

Invoice Date	Amount
Upon Contract Execution	\$12,489.50
December 1, 2021	\$12,489.50
March 1, 2022	\$12,489.50
June 1, 2022	\$12,489.50

2. Payment shall be made within 15 days of receipt by Richfield of Bloomington's invoice.

AGENDA SECTION: AGENDA ITEM # CONSENT CALENDAR

4.B.



# STAFF REPORT NO. 127 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITYMANAGER REVIEW:

Katie Rodriguez, City Manager 9/8/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider the appointment of youth members to City advisory board/commissions.

## **EXECUTIVE SUMMARY:**

City advisory commission terms for youth members are for one year and expire August 31 of each year. The City Manager's office will continue with recruitment seeking applicants to fill the youth vacancies for 2021-2022. This recruitment includes information on the City's website, Facebook page, and communication with the local high schools.

Due to covid restrictions among other obstacles, no youth members were appointed for the 2020-2021 year. The city has decided to continue recruitment year round and Council will appoint applicants as they apply.

# **RECOMMENDED ACTION:**

Approve the appointment of Hazel Bieganek and Elise Melendez to fill vacant youth terms on the Arts Commission.

# **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

- B. <u>POLICIES (resolutions, ordinances, regulations, statutes, etc):</u>
   City advisory commissions were established by City ordinance or resolution.
- C. CRITICAL TIMING ISSUES:

# D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

None

### ALTERNATIVE RECOMMENDATION(S):

Postpone appointment of youth commissioners to a future City Council Meeting.

# PRINCIPAL PARTIES EXPECTED AT MEETING:

## ATTACHMENTS:

Description

Vacancies

**Type** Backup Material

# YOUTH COMMISSION VACANCIES

		Term Expires	
ADVISORY BOARD OF HEALTH		August 31, 2022	
ARTS COMMISSION	Hazel Bieganek Elise Melendez	August 31, 2022 August 31, 2022	
COMMUNITY SERVICES COMMISSION		August 31, 2022 August 31, 2022	
FRIENDSHIP CITY COMMISSION		August 31, 2022 August 31, 2022	
HUMAN RIGHTS COMMISSION		August 31, 2022 August 31, 2022	
TRANSPORTATION COMMISSION		August 31, 2022 August 31, 2022	

AGENDA SECTION: AGENDA ITEM # CONSENT CALENDAR

4.C.



# STAFF REPORT NO. 129 CITY COUNCIL MEETING 9/14/2021

 REPORT PREPARED BY:
 Jennifer Anderson, Support Services Manager

 DEPARTMENT DIRECTOR REVIEW:
 Jay Henthorne, Director of Public Safety/Chief of Police 8/23/2021

 OTHER DEPARTMENT REVIEW:
 Katie Rodriguez, City Manager

9/7/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider a new Taxicab license for Twin City's Taxicab Inc., a business run under the LLC name, Twin City's Taxicab Services Inc.

### **EXECUTIVE SUMMARY:**

On June 28, 2021, the City received application materials for a new Taxicab license for Twin City's Taxicab Services Inc. All required information and documents have been provided. All licensing fees have been received.

The Public Safety Director has reviewed the background information and attached documents and has concerns regarding the applicant and his criminal background. Additionally, after reaching out to two other metro cities where Mr. Dagane currently or previously has held a Taxicab license, the City of Bloomington approved his Taxicab license with the condition that Mr. Dagane not be allowed to drive a taxicab in the city. His taxicab license will expire on 12/31/2021.

The City of Minneapolis stated Twin City's Taxicab Services had several violations regarding improper insurance with the city and maintaining the minimum number of vehicles required. The taxicab license was withdrawn in 2020.

### **RECOMMENDED ACTION:**

Deny the request for a new Taxicab license for Twin City's Taxicab Services Inc.

# **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

The required background investigation revealed 22 petty misdemeanor convictions, 2 misdemeanor convictions and 1 gross misdemeanor conviction. Additionally, the following were revealed in the background investigation:

Mr. Dagane's Minnesota Drivers License was revoked on May 12, 2021 for a Driving while Impaired Offense. He subsequently provided proof of a Temporary License from the Minnesota Department of Public Safety effective until November 30, 2021.

Mr. Dagane has been booked into the Hennepin County Jail five times between January 30, 2012 - July 19, 2020 and booked by Minneapolis Police for Public Order Crimes which can be one of the following: Drugs Prostitution Disorderly Conduct Public Drunkenness

Other Alcohol - Related Crimes

In April 2019, Mr. Dagane was arrested for DWI/Indecent Exposure by Minneapolis Police. In July 2020, Mr. Dagane was arrested for a DWI by Minneapolis Police.

Mr. Dagane also has three active Civil Records/Judgements against him with Capitol One, a private party, and Midland Funding LLC.

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

Section 1170 of the City Code provides that each license application will be referred to the Director of Public Safety for investigation and reported to the City Council. Under state law, a city may consider the criminal background of an applicant for a taxicab license.

### C. CRITICAL TIMING ISSUES:

N/A

### D. FINANCIAL IMPACT:

N/A

### E. LEGAL CONSIDERATION:

The City Attorney has reviewed the Taxicab license application and believes there is a sufficient basis to deny the license if the Council so chooses.

### ALTERNATIVE RECOMMENDATION(S):

The City Council could choose to approve the Taxicab license with the condition that Mr. Dagane not be allowed to drive or operate a taxicab in the City of Richfield.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

AGENDA SECTION: AGENDA ITEM #

CONSENT CALENDAR 4.D.





# **STAFF REPORT NO. 130 CITY COUNCIL MEETING** 9/14/2021

**REPORT PREPARED BY:** Melissa Poehlman, Asst. Community Development Director DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director 9/3/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/7/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider a resolution extending a city-wide moratorium on the establishment of any new commercial use involving firearms for an additional six months.

## **EXECUTIVE SUMMARY:**

In May, the City Council approved a six-month moratorium on the establishment of new uses involving firearms in order to study existing regulations. On July 14, the City Council and Planning Commission met for a work session to discuss existing regulations, peer community regulations, and potential adjustments to the Code. Staff continues to work through the complex layering of the various separation requirements and potential Code language adjustments, and asks that the Council extend the moratorium in order to allow time for a second work session on September 27. Without an extension, it will not be possible to adopt an ordinance by the November 11 expiration date.

Although not anticipated to take the full additional six months to complete, the upcoming fall and winter holidays can create scheduling challenges; therefore staff recommends a full six-month extension to the moratorium. The moratorium could be terminated as soon as the Council adopts the new ordinances.

### **RECOMMENDED ACTION:**

By motion: Approve a resolution extending a city-wide six-month moratorium on the establishment of any new commercial use involving firearms for an additional six months.

# **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

The City has not reviewed our Zoning (and other land use) rules related to firearms uses in 17 years.

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

State Law allows cities to adopt interim ordinances for the purposes of protecting the planning process and the health, safety, and welfare of its citizens.

### C. CRITICAL TIMING ISSUES:

The moratorium could be terminated upon the completion of a study, and any associated ordinance changes, with subsequent City Council action.

### D. FINANCIAL IMPACT:

None

### E. LEGAL CONSIDERATION:

The City Attorney was consulted on this course of action.

### ALTERNATIVE RECOMMENDATION(S):

Reject the extension of a moratorium in relation to a study of land use regulations for uses involving firearms. Direct staff to either:

- Proceed with a study session and allow the moratorium to expire prior to the adoption of new rules; or
- Proceed without an additional study session and bring forward a proposal for ordinance amendments to the Planning Commission in September.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

### ATTACHMENTS:

Description

Resolution

Type Resolution Letter

### CITY OF RICHFIELD STATE OF MINNESOTA

### RESOLUTION NO.

#### A RESOLUTION EXTENDING A SIX-MONTH MORATORIUM ON THE ESTABLISMENT OF NEW USES INVOLVING FIREARMS FOR AN ADDITIONAL SIX MONTHS

**WHEREAS**, the City of Richfield regulates the locations and operating characteristics of commercial uses that involve firearms in order to protect the public health, safety, and general welfare of the community; and

WHEREAS, the City of Richfield has been asked to explore whether or not the existing regulations for commercial uses that involve firearms should be adjusted based on technology, and specifically the sale of firearms over the internet; and

**WHEREAS,** there are a number of significant planning and land use issues pertaining to the regulation of commercial uses that involve firearms (e.g. concentration, proximity to residential uses, differences between online and traditional sales); and

WHEREAS, the City Council has determined a need to undertake a study to review and determine the appropriate land use controls for commercial uses involving firearms; and

WHEREAS, the City Council adopted an interim ordinance establishing a sixmonth moratorium on the establishment of new uses involving firearms on May 25, 2021; and

**WHEREAS**, the City Council has determined that additional time, beyond the established six-months, is necessary to complete the planning study; and

**WHEREAS,** upon completion of the study, the City Council, together with such city commissions as the City Council deems appropriate or as may be required by law, will consider the advisability of amending certain official controls.

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

1. The City Council finds that additional time is necessary to continue studying the various issues related to uses involving firearms and to consider appropriate revisions to the City's regulations.

2. The City Council finds that due to the complexities of the regulations and the length of time since the existing regulations were last considered, it is in the best interest of the City to extend the moratorium by an additional six months.

3. During the period of the moratorium, applications for any such approvals related to commercial uses involving firearms shall not be accepted by the City nor shall the Planning Commission or City Council consider or grant approval of any such application.

4. Unless earlier repealed by the City Council, the moratorium established under this resolution shall remain in effect until May 11, 2022.

5. This resolution is effective upon adoption.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

AGENDA SECTION: AGENDA ITEM # CONSENT CALENDAR

4.E.



# STAFF REPORT NO. 131 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY:	Julie Urban, Housing and Redevelopment Manager
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 9/8/2021
OTHER DEPARTMENT REVIEW:	N/A
CITY MANAGER REVIEW:	Katie Rodriguez, City Manager 9/8/2021

# ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution supporting a Livable Communities Demonstration Act grant application to the Metropolitan Council for the proposed Minnesota Independence College and Community development at 2000 76th Street West.

# **EXECUTIVE SUMMARY:**

Minnesota Independence College and Community (MICC) has been serving individuals on the autism spectrum and with learning differences since 1996. MICC is proposing to develop a mixed-use building, including services and affordable and accessible housing, on property they have acquired along 76th Street, between Newton and Morgan Avenues. MICC is proposing to submit a request for a Livable Communities Demonstration Account (LCDA) grant to help finance the project.

The LCDA offers grants to support development projects that:

- Maximize connections between housing, jobs, and regional amenities like parks, trails, and cultural centers, and
- Create more housing choices through introducing new housing types or preserving affordable housing, minimizing the project's impact on climate change through sustainable site design and building practice.

Applications are due on September 27, 2021, and a resolution of support is required with the application.

# **RECOMMENDED ACTION:**

By motion: Adopt a resolution supporting the submittal of an application to the Metropolitan Council for a Livable Communities Demonstration Account Fund Development grant to support the proposed Minnesota Independence College and Community development at 2000 76th Street West.

# **BASIS OF RECOMMENDATION:**

# A. HISTORICAL CONTEXT

• MICC is a 501 (c)3 nonprofit vocational and life skills training program for young adults with learning differences and who are on the autism spectrum. Since its founding in 1996, MICC has

remained dedicated to helping participants make successful transitions towards independent living and financial self-sufficiency.

• MICC has operated from the Colony Apartments in Richfield since its inception in 1996.

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

- The Metropolitan Council requires the City to be the applicant and to submit a resolution in support of the grant application.
- It is the City's policy to seek grant funding when available and as appropriate.

### C. CRITICAL TIMING ISSUES:

- The grant application is due September 27, 2021, and a resolution of support needs to be submitted as part of the application.
- Approval of the application would be awarded in July.
- Funds must be expended within two years of the grant award.
- The next steps in the development planning were to define the level of affordability for the housing component, refine the site plan, and to engage neighbors and the community in the process; however, work on these items has been slowed by the COVID-19 crisis and the Stay at Home order. Applying for preliminary development funds offers an opportunity to move forward with planning for the project.

### D. FINANCIAL IMPACT:

Funding would be provided by the Metropolitan Council. Community Development has the staff capacity to help prepare the application and administer the grant, if awarded funds.

### E. LEGAL CONSIDERATION:

- The City will be required to enter into a grant agreement with the Metropolitan Council, if funding is awarded.
- The City Attorney will review the grant agreement prior to execution.

### ALTERNATIVE RECOMMENDATION(S):

Do not approve the resolution.

# PRINCIPAL PARTIES EXPECTED AT MEETING: N/A

# ATTACHMENTS:

Description

Resolution

Type Resolution Letter

# **RESOLUTION NO.**

## RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUNDING AND AUTHORIZING APPLICATION FOR GRANT FUNDS

**WHEREAS**, the City of Richfield is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2021 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

**WHEREAS**, the City has identified a proposed project (or projects) within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

**WHEREAS**, the City has the institutional, managerial and financial capability to ensure adequate project administration; and

**WHEREAS**, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

**WHEREAS**, the City agrees to act as legal sponsor for the project(s) contained in the grant application(s) submitted on September 27, 2021; and

**WHEREAS**, the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project(s) or key components of the proposed project(s) can be replicated in other metropolitan-area communities; and

**WHEREAS**, only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

# NOW, THEREFORE, BE IT RESOLVED

- 1. It is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time.
- 2. The project components for which Livable Communities Demonstration Account funding is sought will not occur solely through private or other public investment within the reasonably foreseeable future and will occur within three years after a

grant award only if Livable Communities Demonstration Account funding is made available for this project at this time.

3. The City has undertaken reasonable and good faith efforts to procure funding for the project components for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources funding that is necessary for project component completion within three years and states that this representation is based on the following reasons and supporting facts: the project proposes to provide 100% of the rents affordable to incomes as low as 30% of the Area Median Income, which requires significant subsidy to achieve. All available funding sources, including tax credits and tax increment financing, are being sought.

Project Name	Amount Requested
Minnesota Independence College and Community	\$1,210,000

4. Staff is authorized to submit on behalf of the City an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project components identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 14<sup>th</sup> day of September, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

AGENDA SECTION: AGENDA ITEM # CONSENT CALENDAR



4.F.



# STAFF REPORT NO. 132 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY:Scott Kulzer, Administrative Aide/AnalystDEPARTMENT DIRECTOR REVIEW:Kristin Asher, Public Works DirectorOTHER DEPARTMENT REVIEW:N/ACITY MANAGER REVIEW:Katie Rodriguez, City Manager<br/>9/8/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider the approval of a resolution requesting a MnDOT State Aid Design Element Variance for the 65th Street Reconstruction Project.

# **EXECUTIVE SUMMARY:**

### Variance Request

The design element variance is being requested because the existing curve connecting 65<sup>th</sup> Street to Rae Drive near the United States Post Office does not meet MnDOT Metro State Aid standards. To meet these standards, the curvature would have to be significantly altered which would have extensive right of way impacts to the Post Office property. The project team has determined the roadway characteristics that would warrant a MnDOT compliant curve are not present at this location as part of this project.

### **Justification**

The existing road has not experienced a high crash rate nor high severity crash history, and the types of crashes that have happened in the area are not associated with the existing roadway curvature. The design team looked at increasing the size of the curve to meet minimum MnDOT State Aid requirements for both roadway and trail, but it would require the acquisition of the United States Post Office located adjacent to the curve. Therefore, considering the magnitude of the impacts with the fact the existing roadway alignment has performed well over its lifetime, the design team believes perpetuating the existing conditions will not be a detriment to the project and the pedestrian and bike improvements the project implements will be a benefit to Richfield's transportation network.

### **RECOMMENDED ACTION:**

By Motion: Approve the resolution requesting a MnDOT State Aid Design Element Variance for the 65th Street Reconstruction Project.

# **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

The project limits extend along 65<sup>th</sup> Street from 66<sup>th</sup> Street to Nicollet Avenue. The proposed project will reduce the roadway from four lanes down to two lanes west of Lyndale Avenue and will replace the

existing two-lane section east of Lyndale Avenue. It will provide a continuous multiuse trail on the north side of 65<sup>th</sup> Street and connect Nicollet Avenue and 66<sup>th</sup> Street which both have bike facilities on them, and it will provide access to Richfield Lake. The project will also fill in gaps in the sidewalk network on the south side of 65<sup>th</sup> Street which will improve access for residents in adjacent assisted living facilities that use the trail around Richfield Lake.

The 65th Street Reconstruction preliminary design was approved by the City Council on July 28, 2020. Since then, the engineering consultant has been working towards final design with the project expected to begin in Spring 2022.

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

- The reconstruction of 65th Street is consistent with the following approved plans:
  - Five-Year Street Reconstruction Plan
  - Comprehensive Plan (Chapter 7 Transportation)
  - Pedestrian Master Plan
  - Bicycle Master Plan
  - Street Reconstruction Guiding Principles Document
  - Complete Streets Policy
  - Arterial Roads Study

### C. CRITICAL TIMING ISSUES:

- The Council resolution requesting the variance is due to the MnDOT State Aid office by September 22, 2021 to be considered at the next quarterly Variance Committee meeting.
- The 65th Street Reconstruction Project is proposed to begin in Spring 2022; delaying the variance request would impact State Aid approval of the project.

### D. FINANCIAL IMPACT:

- Adopting the proposed resolution will not have any financial impact to the City.
- The design variance is required for the City to use State Aid funds for the project and for on future work on this segment of 65th Street.

### E. LEGAL CONSIDERATION:

The City Attorney has reviewed the attached resolution and will be available to answer questions.

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

None

# PRINCIPAL PARTIES EXPECTED AT MEETING:

None

### ATTACHMENTS:

Description

- D Cover Letter
- Layout
- Resolution

Туре

Cover Memo Exhibit Resolution Letter

# Kimley »Horn

September 1, 2021

Ms. Julie Dresel, P.E. Metro State Aid Engineer 1500 County Road B2 Roseville, MN 55113

#### RE: Submittal for Comment on W 65th St Variance Request Location: From 76' north of 66th St to Nicollet Ave in Richfield Scheduled Letting Date: February 2022

Submitted for comment by MnDOT State Aid is the attached variance request for the above referenced project. The variance is needed because design speed for 65<sup>th</sup> Street is not met for both roadway and multiuse trail around an existing curve connecting 65<sup>th</sup> Street to Rae Drive.

The project limits extend along 65<sup>th</sup> Street from 66<sup>th</sup> Street to Nicollet Avenue. The proposed project will reduce the roadway from four lanes down to two lanes west of Lyndale Avenue and will replace the existing two-lane section east of Lyndale Avenue. It will provide a continuous multiuse trail on the north side of 65<sup>th</sup> Street and connect Nicollet Avenue and 66<sup>th</sup> Street which both have bike facilities on them, and it will provide access to Richfield Lake. The project will also fill in gaps in the sidewalk network on the south side of 65<sup>th</sup> Street which will improve access for residents in adjacent assisted living facilities that use the trail around Richfield Lake. We were able to bring existing substandard reverse curves into compliance with MnDOT State Aid Standards near Lyndale Avenue.

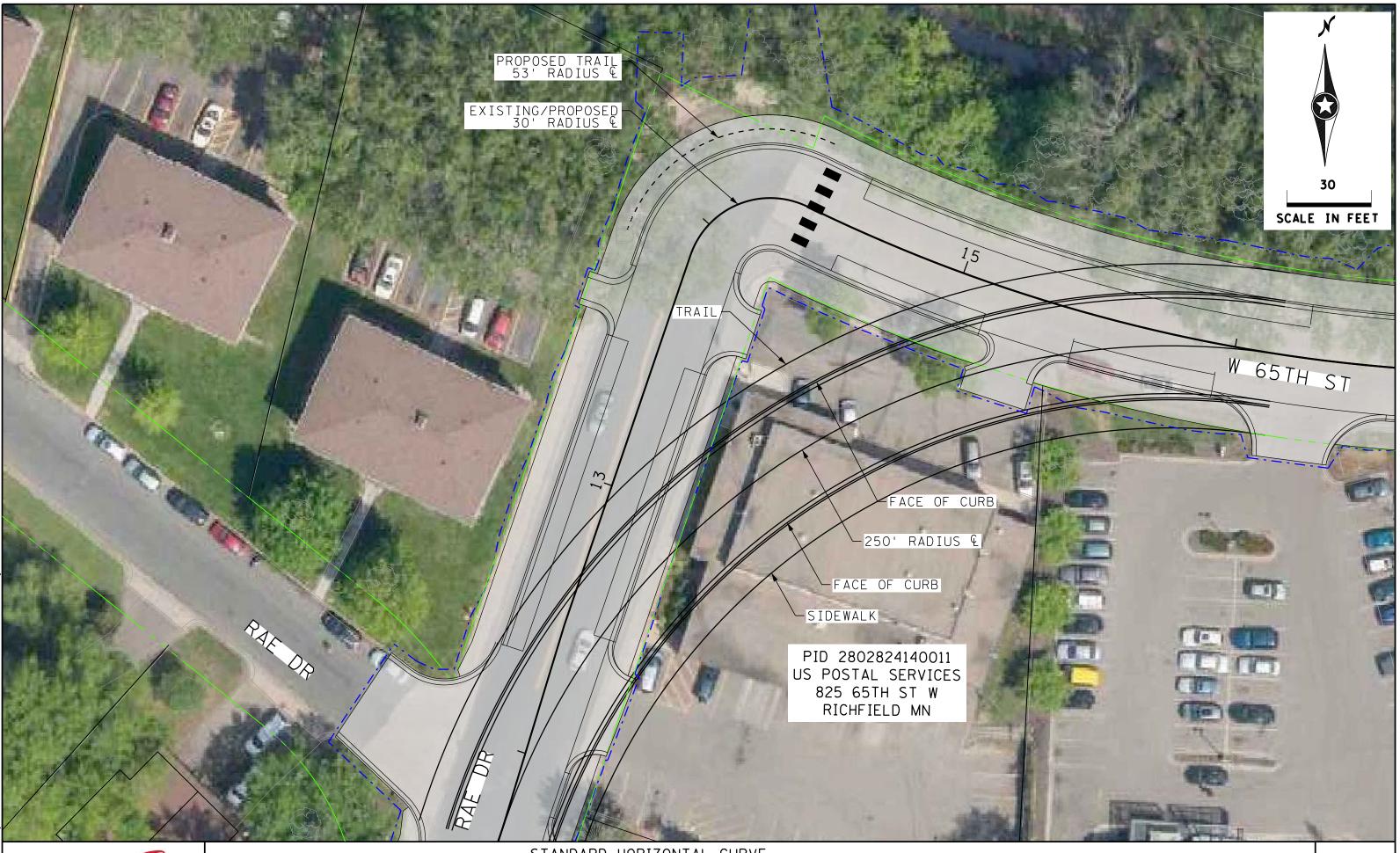
The existing road has not experienced a high crash rate nor high severity rate, and the types of crashes that have happened in the area are not associated with the existing roadway curvature. Our design team looked at increasing the size of the curve to meet minimum MnDOT State Aid requirements for both roadway and trail, but it would require the acquisition of the United States Post Office located adjacent to the curve. Therefore, considering the magnitude of the impacts with the fact the existing roadway alignment has performed well over its lifetime, we believe perpetuating the existing conditions will not be a detriment to the project and the pedestrian and bike improvements the project implements will be a benefit to Richfield's transportation network.

We have attached a project layout, typical section plan sheets, and the completed MnDOT State Aid Variance Checklist to this memo for your review and approval.

Please contact me at (612) 294-7275 or <u>William.Klingbeil@kimley-horn.com</u> should you have any questions.

Sincerely,

William C. Project Manager



Kimley »Horn Kichbield



STANDARD HORIZONTAL CURVE ₩ 65TH ST \ RAE DR RICHFIELD, MN

## **RESOLUTION NO.**

## RESOLUTION REQUESTING A VARIANCE FROM STANDARD FOR STATE AID OPERATION FOR THE 65<sup>TH</sup> STREET RECONSTRUCTION PROJECT/S.A.P 157-104-005

**WHEREAS,** the City of Richfield is preparing plans for MSAH 104 (W 65<sup>th</sup> St) from W 66<sup>th</sup> St to Lyndale Ave; and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9936 requiring horizontal curve of roadway meets design speed and 8820.9995 requiring horizontal curve of trail meets design speed; and

WHEREAS, the reasons for this variance requests are the horizontal alignment radius does not meet 30 mph design speed per MnDOT Road Design Manual Table 3-2.03B (U.S. Customary). Minimum radius (ft) is calculated as 250' for non-superelevated cross section (e = 0.02 ft/ft). The proposed roadway matches the existing condition with a right-angle curve of approximately 30' radius to avoid right of way needs and impacts to the US Post Office. Also, horizontal alignment of adjacent trail to the north of the roadway curve does not meet design speed of 20 mph. The minimum radius for a 20-mph trail (per MN Bike Facility Design Manual) is 74 feet. This project is proposing a 53' trail radius.

**NOW, THEREFORE BE IT RESOLVED,** that the City of Richfield City Council does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9936 (MINIMUM DESIGN STANDARDS, URBAN; NEW OR RECONSTRUCTION PROJECTS) to allow design speed of 10 MPH in lieu of 30 MPH due to alignment constraints and Chapter 8820.9995 (MINIMUM OFF-ROAD AND SHARED USE PATH STANDARDS);

**BE IT FURTHER RESOLVED,** that the City of Richfield City Council indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of (project descriptions) in accordance with Minnesota Rules 8820.9936 and 8820.9995 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

Adopted by the City Council of the City of Richfield, Minnesota, this 14th day of September, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

AGENDA SECTION: AGENDA ITEM # CONSENT CALENDAR

4.G.



# STAFF REPORT NO. 133 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director 9/7/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/8/2021

# ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution approving Laws of Minnesota 2021, First Special Session, Chapter 14, Article 9, Section 5, relating to temporary transfer of tax increment for housing development purposes.

# **EXECUTIVE SUMMARY:**

The State Legislature passed a special law during the 2021 special session authorizing the City and its Housing and Redevelopment Authority (HRA) to transfer tax increment accumulated for housing and development purposes to the Affordable Housing Trust Fund (Trust Fund). The funds can be used for the development, rehabilitation and financing of affordable housing. Transfers are allowed until December 31, 2026.

The special law is effective upon approval by a majority vote of the City Council and the filing of a certificate with the Secretary of State's office.

# **RECOMMENDED ACTION:**

By motion: Adopt a resolution approving Laws of Minnesota 2021, First Special Session, Chapter 14, Article 9, Section 5, relating to temporary transfer of tax increment for housing development purposes and authorize the City Manager to file the Certificate of Approval of Special Law, along with a copy of the resolution, with the Secretary of State.

# **BASIS OF RECOMMENDATION:**

# A. HISTORICAL CONTEXT

- The City's legislators proposed special legislation during this past legislative session that would allow the City greater flexibility in the use of its pooled tax increment to further the creation and preservation of affordable housing. The intent was to be able to transfer pooled tax increment into the City's Trust Fund to use for the creation and preservation of both affordable rental housing and homeownership.
- Compromise language was approved in the first special legislation that allows transfers to the Trust Fund until December 31, 2026, for the development, rehabilitation or financing of affordable housing.

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

- The Legislature passed special legislation, chapter 14, Article 9, Section 5, that enables the City and its HRA to transfer pooled tax increment to its Trust Fund.
- The City's Trust Fund provides funding for housing that serves very low, low, and moderate income households.

### C. CRITICAL TIMING ISSUES:

- The Certificate must be filed before any pooled tax increment can be transferred to the Trust Fund.
- The legislation allows for transfers until December 31, 2026.

### D. FINANCIAL IMPACT:

The HRA's consultants are in the process of determining the amount of funds available to be transferred.

### E. LEGAL CONSIDERATION:

The Certificate must be filed with the Secretary of State in order for the special legislation to become effective.

### ALTERNATIVE RECOMMENDATION(S):

Decide not to approve the special legislation.

### PRINCIPAL PARTIES EXPECTED AT MEETING: N/A

### ATTACHMENTS:

	Description	Туре
D	Resolution	Resolution Letter
D	Certificate	Contract/Agreement
D	Special Legislation	Backup Material
D	Affordable Housing Trust Fund	Backup Material

## CITY OF RICHFIELD, MINNESOTA

### RESOLUTION NO.

## APPROVING LAWS OF MINNESOTA 2021, FIRST SPECIAL SESSION, CHAPTER 14, ARTICLE 9, SECTION 5, RELATING TO TEMPORARY TRANSFER OF TAX INCREMENT FOR HOUSING DEVELOPMENT PURPOSES

**WHEREAS**, the Legislature of the State of Minnesota passed a special law authorizing the City of Richfield, Minnesota (the "City") or the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota to transfer tax increment accumulated for housing and development purposes under Minnesota Statutes, Section 469.1763, subdivision 2(b) or (d) to the housing trust fund established by the City, all as provided in Laws of Minnesota 2021, First Special Session, Chapter 14, Article 9, Section 5 (the "Special Law"), in particular subdivision 1(b) thereof; and

**WHEREAS**, pursuant to the Special Law, the authority to make such transfers shall expire on December 31, 2026; and

WHEREAS, pursuant to Minnesota Statutes, Section 645.021, subdivisions 2 and 3, the Special Law is effective upon approval by a majority vote of the governing body of the City and the filing of a certificate, including a copy of this resolution, in the form prescribed by the Minnesota Attorney General with the Minnesota Secretary of State; and

**WHEREAS**, the City Council of the City has determined that it is in the best interest of the City and its residents to approve the Special Law.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, MINNESOTA AS FOLLOWS:

1. The Special Law is approved.

2. The City Clerk, as the chief clerical officer of the City, is hereby authorized and directed to file the certificate and a copy of this resolution, as approved, with the Minnesota Secretary of State as required by Minnesota Statutes, Section 645.021, subdivision 3.

3. City staff are authorized and directed to take any additional action necessary to implement the Special Law.

The	foregoing	resolution	was	moved	by	Councilmember	 and
seco	nded by Co	ouncilmembo	er				

The following voted in the affirmative: \_\_\_\_\_

The following voted against: \_\_\_\_\_

Councilmember \_\_\_\_\_\_ was absent.

Adopted by the City Council of the City of Richfield, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

### CERTIFICATE OF APPROVAL OF SPECIAL LAW BY GOVERNING BODY

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

### STATE OF MINNESOTA

County of Hennepin

### TO THE SECRETARY OF STATE OF MINNESOTA:

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the City of Richfield, Minnesota (the "City") DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 2021, First Special Session, Chapter 14, Article 9, Section 5 requiring approval by a majority of the governing body of said local governmental unit before it becomes effective, the City Council of the City at a meeting duly held on the 14th day of September, 2021, by resolution did approve said 2021, First Special Session, Chapter 14, Article 9, Section 5 by a majority vote of all of the members thereof (Ayes\_\_\_\_\_; Noes \_\_\_\_\_; Absent or not voting \_\_\_\_\_); and the following additional steps, if any required by statute or charter were taken: N.A. A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed:

City Clerk

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)

Please see reverse side for instructions for completing this form. S:\ELECT\ELECT\OPENAPPT\CERTIFICATE OF APPROVAL OF SPECIAL LAW.doc

### **INSTRUCTIONS**

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
  - Return the completed **originally signed** Certificate of Approval form <u>with</u> a photo copy of the resolution that approved the special law to:
    - Election Division Secretary of State 180 State Office Building 100 Rev. Dr. Martin Luther King Jr. Blvd St. Paul, MN 55155-1299

•

• If you have any questions, please contact Nancy Breems at 651/215-1440.

Laws of Minnesota, 2021, First Special Session, Chapter 14, Article 9, Section 5

# Sec. 5. <u>CITIES OF MINNETONKA, RICHFIELD, AND ST. LOUIS PARK;</u> <u>TEMPORARY TRANSFER OF INCREMENT AUTHORIZED</u>.

Subdivision 1. **Transfer of increment.** (a) The city of Minnetonka, or its economic development authority, may transfer tax increment accumulated for housing development purposes under Minnesota Statutes, section 469.1763, subdivision 2, paragraph (b) or (d), to the housing trust fund established by the city of Minnetonka under Minnesota Statutes, section 462C.16. Increment transferred under this paragraph must be used as provided in subdivision 2.

(b) The city of Richfield, or its housing and redevelopment authority, may transfer tax increment accumulated for housing development purposes under Minnesota Statutes, section 469.1763, subdivision 2, paragraph (b) or (d), to the housing trust fund established by the city of Richfield under Minnesota Statutes, section 462C.16. Increment transferred under this paragraph must be used as provided in subdivision 2.

(c) The city of St. Louis Park, or its economic development authority, may transfer tax increment accumulated for housing development purposes under Minnesota Statutes, section 469.1763, subdivision 2, paragraph (b) or (d), to the housing trust fund established by the city of St. Louis Park under Minnesota Statutes, section 462C.16. Increment transferred under this paragraph must be used as provided in subdivision 2.

Subd. 2. Allowable use. Tax increment transferred under subdivision 1 must be used only to:

(1) make grants, loans, and loan guarantees for the development, rehabilitation, or financing of housing; or

(2) match other funds from federal, state, or private resources for housing projects.

Subd. 3. **Annual financial reporting.** Tax increment transferred under this section is subject to the annual reporting requirements under Minnesota Statutes, section 469.175, subdivision 6.

Subd. 4. **Legislative report.** By February 1, 2024, and February 1, 2026, each city must issue a report to the chairs and ranking minority members of the legislative committees with jurisdiction over taxes and property taxes. The report must include detailed information relating to each housing project financed with increment transferred under this section, including, when applicable, the percentage of area median income relative to each housing project, the total cost per housing project, the number of units per housing project, and income and rent limitations required under federal, state, or local law for each housing project.

Subd. 5. **Expiration.** The authority to make transfers under subdivision 1 expires December 31, 2026.

**EFFECTIVE DATE.** (a) Subdivision 1, paragraph (a), is effective the day after the governing body of the city of Minnetonka and its chief clerical officer comply with the requirements of Minnesota Statutes, section 645.021, subdivisions 2 and 3.

(b) Subdivision 1, paragraph (b), is effective the day after the governing body of the city of Richfield and its chief clerical officer comply with the requirements of Minnesota Statutes, section 645.021, subdivisions 2 and 3.

(c) Subdivision 1, paragraph (c), is effective the day after the governing body of the city of St. Louis Park and its chief clerical officer comply with the requirements of Minnesota Statutes, section 645.021, subdivisions 2 and 3.

# BILL NO.

# AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST FUND

## THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Preamble.

1.01. In order to provide the City of Richfield (the "City") with additional tools to support the rehabilitation and preservation of existing affordable housing within the City, promote the development of additional affordable housing within the City, and assist individuals with rental and down payment assistance, the City has determined to create an Affordable Housing Trust Fund.

Section 2. Definitions.

2.01. *Persons of very low income* means families and individuals whose incomes do not exceed 50 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul- Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

2.02. *Persons of low income* means families and individuals whose incomes do not exceed 80 percent of the area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul- Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

2.03. *Persons of moderate income* means families and individuals whose incomes exceed 80 percent, but do not exceed 120 percent, of area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul-Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

Section 3. Establishing Affordable Housing Trust Fund.

3.01. Pursuant to the authority granted to the City under Minnesota Statutes Section 462C.16, an affordable housing trust fund is established for the following purposes: provide loans and grants to for-profit and non-profit housing developers for the acquisition and capital and soft costs necessary for the creation of new affordable rental and owner-occupied housing, for the rehabilitation and preservation of existing multi-family residential rental housing including naturally occurring affordable housing and rental assistance and homeownership assistance to persons of very low, low, and moderate income.

Section 4. Funding Sources.

4.01. The Affordable Housing Trust Fund shall be funded by an annual budgeted allocation of funds from the Housing and Redevelopment Authority in and for the City of Richfield (HRA) levy and funds from the Richfield Economic Development Authority (EDA) levy, as approved by the City Council. Other sources of funding may include, but are not limited to:

- (a) Private cash donations from individuals and corporations designated for the Affordable Housing Trust Fund.
- (b) Payments in lieu of participation in current or future affordable housing programs.
- (c) Matching funds from a federal or state affordable housing trust fund; or a state program designated to fund an affordable housing trust fund.
- (d) Principal and interest from Affordable Housing Trust Fund Ioan repayments and all other income from Affordable Housing Trust Fund activities.
- (e) The sale of real and personal property.
- (f) Local government appropriations, development fees and other funds as designated from time to time by the City Council.
- (g) Tax Increment Finance (TIF) pooled funds.

Section 5. Purpose of Affordable Housing Trust Fund.

5.01. The City may use money from the Affordable Housing Trust Fund to assist proposed projects or programs to develop or preserve affordable housing for persons of very low, low, and moderate income to include:

- (a) Making loans at interest rates below or at market rates in order to strengthen the financial feasibility of proposed projects;
- (b) Guaranteeing of loans;
- (c) Providing gap financing for affordable housing developments;
- (d) Financing the acquisition, demolition, and disposition of property for affordable housing projects;
- (e) Financing construction of public improvements and utilities to aid proposed affordable residential developments;

- (f) Financing the rehabilitation, remodeling, or new construction of affordable housing;
- (g) Tenant and project based rental assistance;
- (h) Funding for acquisition and rehabilitation in conjunction with or related to affordable housing projects;
- (i) Funding to facilitate affordable homeownership opportunities including down payment assistance, second mortgages, closing costs, etc.;
- (j) Administrative costs associated with affordable housing programs that do not exceed ten percent of the balance fund;
- (k) Interim financing of public costs for affordable housing projects in anticipation of a permanent financing source (i.e. construction financing, bond sale, etc.); and
- (I) Other uses as permitted by law and approved by the City Council.

Section 6. Administration of Affordable Housing Trust Fund.

6.01. The Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the "Authority") shall administer the Affordable Housing Trust Fund on behalf of the City.

6.02 The Authority shall determine the terms and conditions of repayment of loans and grants from the Affordable Housing Trust Fund including the appropriate security and interest, if any, should repayment be required. Interest on loans and grants shall be as established by the Authority from time to time or at the time of approval of a specific project or program.

6.03. The Authority shall report annually to the City on the use of the funds in the Affordable Housing Trust Fund, including the number of loans and grants made, the number and types of residential units assisted, and the number of households for which rental assistance or down payment assistance were provided. The City shall post the annual report on its Website.

6.04. The expenditures of funds from the Affordable Housing Trust Fund to provide assistance for persons of moderate income must be approved by a supermajority of the City Council.

Section 7. Council Action.

7.01. The City Council of the City of Richfield hereby ordains the implementation of the Affordable Housing Trust Fund.

7.02. This Ordinance shall be effective on the 30<sup>th</sup> day following the publication of a summary of this ordinance approved by the City Council of the City of Richfield in the official newspaper of the City of Richfield.

7.03. The summary of this Ordinance was reviewed and approved by the City Council of the City of Richfield and the City Council finds that the summary of this Ordinance clearly informs the public of the intent and effect of this Ordinance.

Section 8. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City Council of the City of Richfield, Minnesota on \_\_\_\_\_, 2020.

Maria Regan Gonzalez, Mayor

Attest:

Beth Vanhoose, City Clerk

# Action on this ordinance:

Date of introduction: May12, 2020 Date of adoption: \_\_\_\_\_, 2020 Motion for adoption: Seconded by: Voted in favor of: Voted against: Abstained: Absent: Ordinance adopted.

Date of publication:

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Richfield, Minnesota, at a meeting held on May 26, 2020.

Beth Vanhoose, City Clerk

650776v2(JAE) RC125-377

AGENDA SECTION:

PROPOSED ORDINANCES

AGENDA ITEM #

6.

# **STAFF REPORT NO. 136 CITY COUNCIL MEETING** 9/14/2021

Rachel Lindholm REPORT PREPARED BY:

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/9/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider the second reading of an ordinance repealing and replacing Section 601 of the Richfield Code of Ordinances pertaining to solid waste disposal, collection, and hauling.

# **EXECUTIVE SUMMARY:**

This section of code has not been thoroughly revised in many years, if at all, and needed significant revisions to bring it up to date and in alignment with the City's new organized collection system. Staff determined that repealing the whole section and rewriting it was the best course of action. The section sets requirements for residents, businesses, waste haulers, and others regarding the proper storage, disposal, and collection of solid waste.

### **RECOMMENDED ACTION:**

By Motion: Approve the second reading of an ordinance repealing and replacing Section 601 of the Richfield City Code pertaining to solid waste disposal, collection, and hauling.

### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

Staff have been working on the new organized collection system for over a year, part of which is introducing new service options for residents. Several of them, including every other week trash collection, would have been unallowable under the existing city code. Additionally, the existing code included outdated language and references to state laws and regulations that no longer exist.

The first reading was approved at the August 24 City Council meeting.

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

- Various statutory definitions are referenced in the code section. Additionally, Minnesota Statutes Section 115A.94 pertains to the organization of solid waste collection for municipalities.
- The City Charter requires a first and second reading of ordinances.

#### C. CRITICAL TIMING ISSUES:

The proposed code changes need to be read and approved to go into effect for the new organized

collection system.

### D. FINANCIAL IMPACT:

None

### E. LEGAL CONSIDERATION:

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

# ALTERNATIVE RECOMMENDATION(S):

None

### PRINCIPAL PARTIES EXPECTED AT MEETING:

#### ATTACHMENTS:

Description

Richfield Code Section 601

Туре

Ordinance

### ORDINANCE NO. \_\_\_\_\_ AN ORDINANCE REPEALING AND REPLACING SECTION 601 OF THE RICHFIELD CODE OF ORDINANCES PERTAINING TO SOLID WASTE DISPOSAL, COLLECTION, AND HAULING

### THE CITY OF RICHFIELD DOES ORDAIN:

**Section 1**. Section 601 of the Richfield Code of Ordinances is hereby repealed in its entirety.

**Section 2**. The Richfield Code of Ordinances is hereby amended by adding a new Section 601 as follows:

# SECTION 601: SOLID WASTE DISPOSAL, COLLECTION, AND HAULING

### 601.01 - DEFINITIONS.

The following terms, as used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

**Subdivision 1.** ADDITIONAL COLLECTION SERVICES . Solid waste collection services available to all RDUs above the base level solid waste collection services that may include, but are not limited to: overflow trash; yard waste; bulky waste; electronic waste; organics; walk-up service collection; late set-out collection; holiday tree collection; cart size changes (RDUs will be charged for the second or more cart size changes per calendar year per RDU); extra cart delivery; and extra collections of trash, recyclables, bulky waste, and electronic waste. Each of these additional collection services will be provided at an additional charge billed to the RDU. All additional collection services are optional, however RDUs will be charged for organics regardless of participation in the organics service.

**Subd. 2.** BASE LEVEL SOLID WASTE COLLECTION SERVICES. Solid waste collection services for trash and recyclables that are common to all RDUs. This includes collection of one trash cart, with disposal of solid waste as directed by the City, and recyclables collection services. Base level solid waste collection services are paid for by the RDU to their assigned hauler.

**Subd. 3.** BULKY WASTE. Large items from that may not be placed into carts including, but not limited to: stoves, refrigerators, water heaters, washing machines, bicycles, lawn mowers, lawn chairs, furniture, and other such materials.

**Subd. 4.** CARTS. The wheeled and lidded trash, recyclables, organics, and/or yard waste containers in which materials can be stored and rolled out for curbside collection on the designated collection day.

**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.

**Subd. 6.** COMPOSTING or COMPOST. A microbial process that converts plant materials such as grass clippings and leaves to a usable organic soil amendment or mulch by providing adequate aeration, moisture, particle size, and fertilizer and lime.

**Subd. 7**. COMPOSTABLE BAGS. Paper kraft bags or bags that meet ASTM Standard Certification for Compostable Plastics (D6400) within a composting operation, as required by ,Minnesota Statutes, section 115A.931, subdivision (c) and Minnesota Statutes, section 325E.046, for collection of any organics and yard waste that is not contained in an organics or yard waste cart.

**Subd. 8**. CONSTRUCTION DEBRIS. Has the same meaning prescribed by Minnesota Statutes, section 115A.03, subdivision 7.

**Subd. 9**. CURBSIDE. That portion of the right-of-way adjacent to the paved or traveled city, county, or state roadways, including alleys.

**Subd. 10**. CURBSIDE COLLECTION. The collection of all solid waste, including trash, recyclables, yard waste, organics, bulky waste, electronic waste, and other additional collection services.

**Subd. 11**. ELECTRONIC WASTE. Has the same meaning prescribed for "covered electronic device" by Minnesota Statutes, section 115A.1310, subdivision 7.

**Subd. 12**. EXTRA COLLECTION. The collection of all base level solid waste collection services and other additional collection services collected in addition to or outside of the regular collection day for each RDU.

**Subd. 13.** HAULER. A company or person licensed by both the City and the county in accordance with this Section.

**Subd. 14**. HAULING DISTRICT. The geographic area within the City that designates the day of the week for the collection of all solid waste.

**Subd. 15.** HOUSEHOLD HAZARDOUS WASTE. Has the same meaning prescribed by Minnesota Statutes, 115A.94, subdivision 1(b).

**Subd. 16.** HOLIDAY TREE COLLECTION. The seasonal annual collection of naturally-grown holiday trees. This additional collection service is collected and disposed of like yard waste and will be serviced in addition to and outside of yard waste collection for a separate fee.

**Subd. 17.** LATE SET-OUT COLLECTION. The collection of solid waste following the failure of an RDU to properly set out any solid waste for base level solid waste collection services or additional collection services for collection. RDUs will be required to set out carts no later than 7:00 A.M. on their hauling district's collection day. RDUs that do not have carts set out timely or properly (according to Cart set out guidelines shared with RDUs) will be subject to a late set-out collection fee.

**Subd. 18.** OCCUPANT. A person or entity that is living in or using a building, premise, or other property as a lessee, tenant, or owner.

**Subd. 19.** ORGANICS OR ORGANICS MATERIAL. Has the same meaning prescribed for "source-separated organic material" by Minnesota Administrative Rules, section 7035.0300, subpart 105a; however, the term organic material does not include yard waste for purposes of this Section.

**Subd. 20.** OVERFLOW TRASH. Extra trash that is either set out next to the trash cart or if the trash cart lid is propped open more than 6 inches by excess trash..

**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.

**Subd. 22.** RECYCLABLES. Materials listed by the City as appropriate for recycling collection, including but not limited to: newspapers (including advertising inserts), household office paper and mail, copy paper, computer paper, greeting cards, school papers, phone books, magazines, catalogues, boxboard (including cereal, cake, chip and cracker boxes) corrugated cardboard, food and beverage glass jars and bottles, aluminum cans and foil (including pie tins and trays), steel bimetal ("tin") cans, all rigid plastic containers (including lids, caps, non-bottle tubs, cups, clam shells), and aseptic juice and milk cartons.

**Subd. 23.** RESIDENTIAL DWELLING UNIT or "RDU". Any dwelling unit in a one-, two-, or three-unit building within the City occupied by a person or group of persons, and other dwellings expressly agreed upon in writing by the City and the haulers within the corporate limits of the City that are eligible for solid waste collection services.

**Subd. 24.** SOLID WASTE. All solid waste, as that term is prescribed by Minnesota Statutes, Section 116.06, subdivision 22, which normally results from the operation of a residential, commercial, or other building. Solid waste may also include trash, recyclables, yard waste, organics, bulky waste, and electronic waste as defined in this Section. Solid waste does not include household hazardous waste or unacceptable materials as defined in this Section.

**Subd. 25.** SOLID WASTE COLLECTION SERVICES. The purchase and distribution of all carts and/or bags as specified for aggregation and the collection of any or all solid waste which normally results from the operation of a residential, commercial, or other buildings, and all related reporting, other administration, customer service, and public education responsibilities.

**Subd. 26.** TRASH. Has the same meaning prescribed for "mixed municipal solid waste" by Minnesota Statutes, section 115A.03, subdivision 21.

**Subd. 27.** UNACCEPTABLE MATERIALS. Prohibited items from any of the specific solid waste streams (e.g. trash, recyclables, yard waste, bulky waste, electronic waste, organics) that are not allowed because they may contaminate the specific solid waste stream, result in unsafe handling or management, or otherwise may harm the environment, as defined by applicable laws, regulations, or agreed upon by the City and haulers.

**Subd. 28.** WALK-UP SERVICE COLLECTION. The collection of solid waste from an area adjacent to the RDU by a hauler in lieu of curbside collection, as authorized by the City as an accommodation to the residents.

**Subd. 29.** YARD WASTE. Has the meaning prescribed by Minnesota Statutes, section 115A.03, subdivision 36. Yard Waste does not include Organics.

**Subd. 30.** YARD WASTE COLLECTION. The pick-up and transportation of yard waste accumulated in a yard waste cart, and/or in a compostable bag or bundle in accordance with City guidelines.

### 601.03 - CITY HAULING LICENSE REQUIRED FOR RDUS AND NON-RDUS.

No person shall engage in the business of solid waste collection services for RDUs or non-RDUs in the City unless all federal, state, county, or City requirements are met and all necessary approvals, permits, and licenses are secured.

# 601.05 - CONTRACT REQUIRED FOR HAULING SOLID WASTE FROM RDUS.

All solid waste collected, conveyed, and disposed of by haulers for RDUs shall be pursuant to a written contract with the City that shall specify the hauling districts, base level solid waste collection services, collection hours, additional collection services for residents, extended leave or 'snowbird' policies, cart ownership, organics collection, overflow trash policies, and any other details required by the City for any and all solid waste collection services. No person or entity shall engage in the business of solid waste collection services for RDUs in the City unless it is pursuant to a contract with the City. All previous private contracts between solid waste haulers and RDUs shall be considered null and void on October 4, 2021.

# 601.07 - DUTIES OF RDUS AND NON-RDUS GENERALLY.

It shall be the joint and several responsibility of every occupant of an RDU and non-RDU to perform the following duties:

(1) Deposit solid waste in approved carts for collection at least once every other week and as often as once each business day if necessary to protect the public health.

(2) Bag and keep solid waste in the appropriate cart for each form of solid waste. Carts shall be maintained and cleaned, and kept in a state that will prevent leakage. Overflow bags shall be kept inside a building until put out for collection.

(3) Keep all solid waste not placed in a cart in an enclosed building until placed in a cart for collection. This requirement does not apply to dumpsters used for construction debris. This requirement does not apply to yard waste subject to the private composting requirements in this Section.

(4) Set out yard waste in either a compostable bag or yard waste cart at curbside for collection by a hauler, self-hauled, or removed by a lawn or landscape business. If yard waste is self-hauled, it shall be taken in a sanitary manner to a county- or City-approved site. If yard waste is kept on the site of an RDU or non-RDU, it is subject to the private composting requirements in this Section.

- (5) Make certain that recycling carts placed out for collection do not contain trash.
- (6) Make certain that no unacceptable materials are placed out for collection.
- (7) Perform all other applicable duties as required by this Section.

### 601.09 - SPECIFIC DUTIES OF RDU OCCUPANTS.

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

(1) Utilize the base level solid waste collection services from a solid waste hauler as contracted by the City. No occupant of an RDU shall dispose of solid waste in a cart that is not on their property. If an occupant of an RDU wishes to self-haul, the occupant shall first obtain approval from the City using the process and form provided by the City to apply for permission to self-haul any solid waste. The form shall require proof to the City of the regular disposal of solid waste at a disposal facility or facilities approved by the City and the county.

(2) Follow the City's and hauler's guidelines and instructions for storing, disposing of, and setting out all solid waste, including placement of trash and recyclables in appropriate carts for each type of solid waste with the lid fully closed. Carts must be placed for curbside collection adjacent to the street or alley, unless the RDU has been approved for walk-up service collection. Solid waste shall be set out at ground-level and not obstruct the roadway. All solid waste must be set out and collected such that no solid waste is left adjacent to the street or alley after collection.

(3) Except when set out for collection, store carts within an enclosed structure or in the rear or side yard of the property immediately adjacent to a principal or accessory structure. Carts may not be stored in front of any part of the principal building on the property. The following depictions demonstrate guidelines for cart storage:

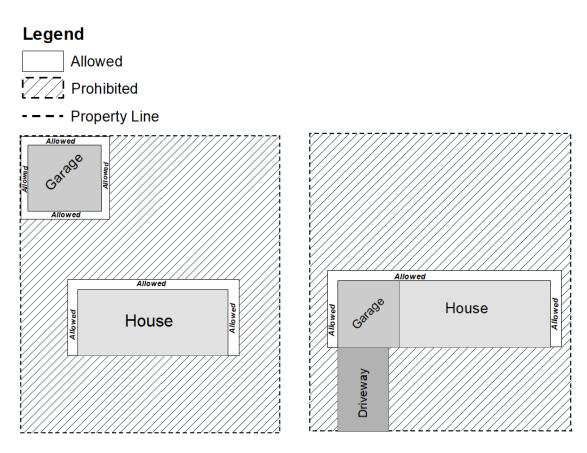


Figure 1.

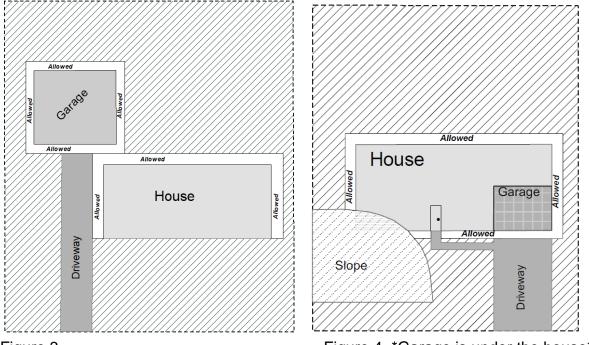


Figure 3.

Figure 4. \*Garage is under the house\*

(4) Place carts and any overflow bags at curbside no more than 12 hours before, but no later than, the onset of the collection hours on the assigned collection day and remove the carts no later than the end of the scheduled collection day or the designated day for any missed collections.

(5) Place carts, bulky items, and yard waste on the boulevard or driveway, no more than three feet from the curb or alley, and not in the street or alley. Carts shall not be placed alongside any fixed objects or structures, including garages. There shall be no less than three feet between carts to ensure safe and efficient service.

(6) Make certain that no yard waste is placed out for collection unless the RDU has a subscription for yard waste collection service, either through the seasonal or "pay-per-bag" options.

(7) Make certain that no bulky waste or electronic waste is placed out for collection unless an order is properly placed with the hauler.

(8) Provide at least one week's advance-notice to the hauler that the RDU will not require services for at least four consecutive weeks because of an extended leave.

(9) Provide payment to the hauler on or before the due date on the bill for all solid waste collection services, including any additional collection services provided to the RDU. Failure to pay for services shall result in a monthly late fee. Failure to pay for services may also result in the special assessment of the costs of those services, along with any applicable fees, penalties or administrative costs against the real property on which the RDU is situated for collection as described in subsection 601.37.

### 601.11 - SPECIFIC DUTIES OF NON-RDU OCCUPANTS.

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.

### 601.13 - PRIVATE COMPOSTING REQUIREMENTS.

Composting is permitted for occupants of RDUs and non-RDUs in residential zoning districts or for residential uses located in non-residential zoning districts, provided that such occupants comply with the following requirements:

(1) Composting shall be conducted within an enclosed compost structure, not to exceed 300 cubic feet. Compost structures must be of a durable material such as wood, brick, concrete, or sturdy metal fencing material, and must be neat in appearance and capable of securing compost materials. Three-bin and barrel composter methods may also be utilized.

(2) The structure shall only be located in the rear yard of the property and set back at least three feet from any side lot line, rear lot line, dwelling unit, or structure. If a rear yard location is unavailable or impractical, the compost structure may be placed in another location approved by the Director of Public Safety or their authorized designee.

(3) Only organic materials, such as grass clippings, leaves, flowers, dried weeds, sawdust, wood ash, plant trimmings, straw, vegetable and fruit scraps, coffee grounds, and commercially-available compost ingredients, may be placed in the compost structure.

(4) The following materials shall not be placed in compost structures: meat, bones, fat, oils, whole eggs, dairy products, whole branches or logs, plastics, synthetic fibers, human or pet wastes, diseased plants, or non-compostable papers.

(5) Compost shall be regularly turned over and mixed within the compost structure in order to keep the material aerated, to minimize odor generation, and promote effective decomposition of the compost material such that it will not create a public nuisance or health hazard.

### 601.15 - INCINERATION.

**Subdivision 1.** No solid waste, construction demolition debris, or hazardous waste shall be disposed of by burning.

**Subd. 2.** Commercial incinerators are only allowed as prescribed by Minnesota Administrative Rules, section 7011.1220 and this sub-section. No person may operate an incinerator within the City for the burning of solid waste unless the operation of incinerator has been licensed by the City as provided in this subsection.

**Subd. 3.** Application for an incinerator license shall be made to the Director of Public Safety or their authorized designee and shall state:

(1) The name, address, and contact information of the owner of the property on which the incinerator is located;

(2) A description of the type of incinerator;

(3) Except in renewal applications, a plan showing that the incinerator will comply with applicable rules and regulations; and

(4) Any other information required by the City.

**Subd. 4.** The annual incinerator license fee shall be as set forth in Appendix D of this code.

**Subd. 5.** Applications for incinerator licenses may be granted by the Director of Public Safety, or their authorized designee, if the incinerator meets the requirements of Minnesota Administrative Rules, section 7011.1220, this sub-section, and all other federal, state, county, and City laws, statutes, regulations, ordinances, and policies. The Director of Public Safety may, however, refer any application to the City Council. In the event of a referral to the City Council, the City Council may grant or deny the application. The possible grounds for denial of the application may include, but are not limited to, if the applicant or other persons occupying the premises at which the incinerator is or would be located have not complied with Minnesota Administrative Rules, section 7011.1220, this sub-section, and all other federal, state, county, and City laws, statutes, regulations, ordinances, and policies.

### 601.17 - RDU RESIDENTIAL HAULING DISTRICT BOUNDARIES.

Hauling of all solid waste for RDUs, except bulky waste and electronic waste, shall be conducted on the collection day that corresponds to the residential hauling district specified by this sub-section.

Collection Day	Residential Hauling District Boundaries
Monday	Cedar Avenue to 10th Avenue
Tuesday	10th Avenue to 3rd Avenue
Wednesday	3rd Avenue to Lyndale Avenue
Thursday	Lyndale Avenue to Newton Avenue
Friday	Newton Avenue to Xerxes Avenue

No hauler or any other person shall collect solid waste from any RDU on any day other than the day specified for collection in the residential hauling district except to collect a missed collection, collection related to an additional collection service, or when a holiday falls on a regular collection day and service is delayed.

### 601.19 - COLLECTION VEHCILES USED FOR HAULING.

All haulers shall collect solid waste from RDUs and non-RDUs in appropriate vehicles approved by the City and shall be equipped to meet all federal, state, county, and City laws, statutes, regulations, ordinances, policies, and contracts concerning vehicles used on City streets and alleys and maintained to meet those standards.

### 601.21 - HAULING LICENSE APPLICATION AND RENEWAL.

**Subdivision 1.** A City license is required for all haulers of solid waste operating in the City for RDUs and non-RDUs.

**Subd. 2.** The initial and renewal applications for a City license to haul or collect solid waste shall be in writing on a form provided by the City. Each initial and renewal application must be filed with the City. All initial and renewal licenses shall expire on December 31st of each year.

**Subd. 3.** The initial and renewal applications shall include the following information:

(1) The name, address, and contact information of the applicant;

(2) A true copy of the certificate of incorporation or, if a foreign corporation, a certificate of authority, as described Minnesota Statutes, section 303.03. A true copy of the certificate of good standing will be required for renewal;

(3) A true copy of the certificate of assumed name under Minnesota Statutes, Section 333.02;

(4) Tax ID information, as described in Minnesota Statutes, section 270C.72;

(5) Proof of workers compensation insurance coverage, as described in Minnesota Statutes, section 176.182;

(6) The proposed charges for hauling services;

(7) Description of the services to be rendered, including cart size and collection days;

(8) List of vehicle identification numbers for vehicles used to transport solid waste in the City;

(9) A record of household recycling participation rates consistent with Hennepin County requirements;

(10) Verifiable volume or tonnage summaries of trash, yard waste, recyclables, and organics materials collected in Richfield during the previous year; and

(11) Any other information required by the City.

### 601.23 - HAULING LICENSE FEE.

The annual license fee for haulers shall be as set forth in Appendix D of this code.

#### 601.25 - BOND AND INSURANCE.

**Subdivision 1.** For haulers that are licensed to provide service to RDUs, no license shall be issued or continued in operation unless a performance and payment bond has been furnished pursuant to Minnesota Statutes, sections 574.26 through 574.32. Haulers must show proof of the continuation of the performance and payment bond annually prior to renewal of a license.

**Subd. 2.** For haulers that are licensed to provide service to either RDUs or non-RDUs, no license shall be issued or continued in operation unless such hauler has, in full force and effect for all vehicles operating in the City, a business automotive liability insurance policy with a minimum limit of \$2,000,000 for bodily injury to any one person, or in any amount required by contract; with a minimum limit of \$2,000,000 for injuries to more than one person which are sustained in the same accident, or in an amount required by contract; and with a minimum limit of \$2,000,000 for property damage resulting from any one accident, or in an amount required by contract. Said insurance shall inure to the benefit of any person who shall be injured or who shall sustain damage to property proximately caused by the negligence of a hauler, or its employees or agents.

**Subd. 3.** For haulers that are licensed to provide service to either RDUs or non-RDUs, no license shall be issued or continued in operation unless such hauler has, in full force and effect, a commercial general liability insurance policy with a minimum limit of \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, or in amounts required by contract. Said insurance shall inure to the benefit of any person who shall be injured or who shall sustain damage to property proximately caused by the negligence of a hauler, or its employees or agents.

**Subd. 4.** Certificates of said insurance evidencing all of the coverages listed above, as well as evidence that the City has been named as an additional insured on the policies, shall be provided to the City by each Hauler. Haulers shall not allow any subcontractor to commence work until all insurance has been obtained and certificates of insurance have been filed and accepted by the City. Each Hauler shall maintain a valid certificate of insurance referencing the limits above on file with the City.

#### 601.27 - HAULER SERVICE AND REPORTING REQUIREMENTS.

**Subdivision 1.** Every hauler shall provide recycling service to each RDU or non-RDU from whom solid waste is collected.

**Subd. 2.** Every hauler shall report to the City's Sustainability Specialist, within 30 days after the end of each calendar year, all weight receipts received from the county for solid waste collected from RDUs in the City. All haulers shall report any tonnage information requested by City staff as part of the license renewal application.

**Subd. 3.** No hauler shall dispose of solid waste upon any lands in the City, except at an approved disposal site, such as a transfer station, county and City approved site, or waste processing facility. An approved disposal site in the City is a site for disposal of solid waste approved by the City, licensed by the county in accordance with Minnesota Statutes, section 473.811, subdivision 5a and operated and conducted in accordance

with all federal, state, county, and city requirements. This Section shall not be construed as limiting the disposal of solid waste to sites only within the City or the county.

**Subd. 4.** Every hauler shall comply with all requirements of this Section.

**Subd. 5.** Every hauler for RDUs shall comply with all federal, state, county, and City laws, statutes, regulations, ordinances, policies, and contracts.

### 601.29 - SUSPENSION AND REVOCATION OF HAULING LICENSE.

Any hauler license may be revoked by the City Council without notice in the case of the conviction in a court of competent jurisdiction of the hauler licensee on a complaint alleging the violation of this Section or alleging the violation of the provisions of the Richfield Code of Ordinances or the laws of the state regarding public health. Any hauler license may be suspended or revoked at any time by the City Council for a violation of any provision of the Richfield Code of Ordinances or the laws of the state, upon a hearing, provided that the hauler licensee shall be given at least thirty days' written notice of such hearing. At the suspension or revocation hearing, the hauler licensee shall have an opportunity to appear in person, or by agent or attorney, and present evidence relative to the matter under consideration.

### 601.31 - NO VESTED RIGHT.

No hauler licensed pursuant to this Section shall gain a vested right in a license. The City may, upon finding that public necessity requires, determine to establish another means of solid waste collection.

### 601.33 - PENALTY.

Violation of any provision of this Section shall be a misdemeanor. Civil penalties may also be issued pursuant to Section 12.15 of the City Charter and Section 1.19 of this Richfield Code of Ordinances. Nothing in this Section shall be constructed to limit the City's other available legal remedies for any violation of the law, including without limitation, criminal, civil and injunctive actions.

### 601.35 - PAYMENT OF CHARGES.

Solid waste bills shall be invoiced directly to each RDU and non-RDU by the respective hauler of the RDU and non-RDU.

# 601.37 - DELINQUENT RDU ACCOUNTS.

**Subdivision 1.** Each RDU owner or its duly authorized property manager paying for collection of solid waste and for other collection services, must pay the total amount set forth in the bill on or before the due date listed on the bill. Failure to make payment by

the due date listed on the bill will result in a late fee assessment of five percent (5%) per month of the total amount due and owing.

**Subd. 2.** Accounts shall be considered delinquent when any portion of the balance due exceeds thirty (30) days past the original due date.

**Subd. 3.** By August 1<sup>st</sup> of each year, haulers must submit all unpaid RDU balances greater than one hundred dollars (\$100) to the City, along with documentation of the hauler's efforts to collect. City staff will verify the accuracy of the unpaid balance and send the unpaid balances list to the City Finance Department for processing. If any RDU makes payment on a delinquent account after August 1 and before the City sends assessment letters in September, the hauler will notify the City of the amounts paid.

**Subd. 4.** The Finance Department will prepare an assessment roll for the delinquent amounts and will schedule a public hearing with the City Council in October of each year for adoption of the assessment roll.

**Subd. 5.** If, prior to the public hearing, any hauler receives payment on any delinquent RDU account, the hauler will notify the City of the amounts paid.

**Subd. 6.** After the public hearing in October, the City will reimburse the haulers for their respective total of delinquent amounts to be assessed by the City. After the public hearing, any payments received by the haulers on delinquent accounts must be submitted to the City.

**Subd. 7.** The City Finance Department will accept payments on delinquent accounts up until November 15 of each year. Thereafter, the City will certify all remaining delinquent charges to Hennepin County for assessment and collection along with property taxes.

**Subd. 8.** The City reserves the right to change its assessment procedure described in this Section. The City will communicate any changes in its assessment procedure to the haulers in advance of the changes.

### 601.39 - SEVERABILITY.

In the event that any subsection, sentence, clause or phrase of this Section is for any reason held to be invalid by a court of competent jurisdiction, the invalidity shall extend only to the subsection, sentence, clause or phrase affected, and shall not affect the validity of the remaining portions of this Section.

**Section 3.** This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this \_\_\_\_ day of \_\_\_\_\_, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

AGENDA SECTION: AGENDA ITEM # RESOLUTIONS

7.





# STAFF REPORT NO. 137 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Krista Guzman, HR Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/7/2021

### **ITEM FOR COUNCIL CONSIDERATION:**

Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2022 for General Services and Management.

### **EXECUTIVE SUMMARY:**

The City contributes to the cost of premiums for four kinds of insurance coverages available to City employees. The full-time employee contributions are discussed within this staff report as well as contributions toward health insurance for part-time regular General Services employees.

The Local Government Information Systems Association (LOGIS) group changed insurance carriers in 2017 to HealthPartners health insurance. As part of the 5 year contract, rate banding was introduced, along with rate caps for each of the contract years. After an RFP process through LOGIS, HealthPartners will continue to provide insurance coverage for the group and the City of Richfield's premium increase was solidified at 4.0%.

The 2022 dental rates were kept at the same rate. The City self-insures its dental coverage.

The City is a part of the LOGIS group for life insurance, and the entire group will see an increase for life insurance services through a new vendor following an RFP process, although a final contract has not yet been received.

The City's current long term disability provider, Madison National/Ochs Company, kept the rates the same for 2021 and 2022.

All Police, Fire, and Local 49 bargaining unit members have not yet negotiated a 2022 contract, but have agreed in the past to adopt the same benefit plans offered to general services and management employees and thus adopt a similar provision in their respective contracts.

#### **RECOMMENDED ACTION:**

By motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and long term disability insurance premiums for 2022 for General Services and Management employees.

### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

#### HEALTH INSURANCE FOR FULL-TIME EMPLOYEES

The first type of insurance coverage available to full-time employees is group health coverage. The City will continue to offer plans through HealthPartners (HP).

In 2022, the City will continue to offer employees a choice of three HP plans, with the choice of three networks for all plans. The plans include three high deductible plans with a Health Savings Account (HSA). Employees can choose between the Open Access, Perform, and the Achieve networks. The Perform network is slightly less costly because it does not include Mayo in its innetwork, and the Achieve network is up to five percent less than the other networks because it includes only HealthPartners and Park Nicollet Care Systems.

In an effort to remain flexible and keep rate increases as low as possible, LOGIS will continue to offer a four-tier system, giving employees the choice of employee only, employee plus spouse, employee plus child(ren) and family option coverage. By providing this four-tier rating system, some employees are able to benefit by choosing the employee plus spouse option or employee plus child(ren) option.

The City will continue to pay the full individual employee premium. Staff propose splitting the 4% insurance premium increase equally between employees and the City for all other coverage tiers. Thus, the City's maximum contribution would be \$1,370 per month for the employee plus spouse and employee plus child(ren) tiers and \$1,500 per month for the family coverage tier. The proposed 2022 City contributions would result in an increase to dependent health insurance by \$28 per month for employee plus spouse and employee plus child(ren) coverage and by \$28 per month for family coverage.

The 2022 monthly premium costs of the three offered health plans are dependent on the type of network selected.

Full-time employees have the option to waive health insurance coverage through the City. Employees electing to waive coverage will not receive an additional monthly stipend because of the Patient Protection and Affordable Care Act (ACA). The ACA could deem any incentive to employees to waive coverage as a violation of anti-discrimination rules.

The City's contribution amounts for employees, as a percent of premium over the past several years, is shown in *Attachment 1*.

#### HEALTH INSURANCE FOR PART-TIME REGULAR EMPLOYEES

The City will continue to contribute 75% of the single health care premium for part-time regular employees. The City will also continue to pay one-half of what it pays for full-time employees towards dependent coverage. In 2021 City contributions will increase to a maximum of \$754 per month for all plan tiers. Part-time employees may opt out of health insurance altogether.

#### **DENTAL**

The second type of insurance provided to full-time employees is a self-funded group dental insurance. In 2021, the City contributed \$60.25 per month per employee for the total cost of employee (not dependent) coverage. For 2022, the City's contribution will remain the same. Employees who desire family coverage must pay the full cost of such additional premium, which will be \$65.25 per month for 2022 – the same rate as 2021. Since dental insurance is self-funded, the City establishes the dental rates from year to year internally, based upon administrative and benefit payout cost data. Analysis of the dental fund performance for the past three years indicates that staying at the same rates for 2022 will not impact the fund.

The third type of insurance provided to full-time employees is a \$35,000 term life insurance policy. The City pays the full premium for this insurance. The overall cost to the City for this service is anticipated to increase in 2022 due to an RFP process and a new vendor. All members of the LOGIS group will be seeing an increase for the cost of this service. The City is anticipating receiving and reviewing a new contract and final costs for this service.

#### LONG-TERM DISABILITY (LTD)

The fourth type of insurance provided and fully-funded by the City to all full-time employees in all employee groups is long-term disability insurance (LTD). LTD is provided through a group policy secured by the City. Madison National/Ochs has a premium rate of \$0.18 per \$100 of covered payroll for a three-year period, which began in 2021.

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

- The City continues to provide adequate insurance protection for its employee groups, which are comparable to employees performing similar jobs in comparable communities.
- By providing the same coverages, greater benefit equality is achieved between female classes found in General Services and Management groups and male classes found in the contracted labor units.

#### C. CRITICAL TIMING ISSUES:

- The City should implement the premium increases for coverage by December 1, 2021. Payroll deductions for January 2022 insurance payments the beginning of the new insurance period are calculated in December.
- Premiums for all coverages should be determined at the September 14, 2021 City Council meeting in order for staff to be adequately prepared for open enrollment, scheduled to begin in October 2021.

#### D. FINANCIAL IMPACT:

- The funding necessary to provide for the recommended City premium contributions are accounted for in the 2022 Budget and the preliminary 2022 tax levy.
- Richfield's contribution will remain about average with those of comparable metro cities.

#### E. LEGAL CONSIDERATION:

In order to provide the requested insurance benefit changes, the City Council must approve the resolution designating the City's contribution toward health, term life, long-term disability, and dental insurance premiums for General Services, Management, and all Police and Fire bargaining units.

#### ALTERNATIVE RECOMMENDATION(S):

- The Council may decide to adjust the City's contribution to dependent health insurance by an amount other than the proposed increase per month.
- The Council may take no action which would maintain the City's contribution towards insurance premiums at the current 2021 funding level but that would shift 100% of the increase to the employee contribution, which would be 4.0% of the total premium.
- Defer discussion to another date.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

#### None

#### ATTACHMENTS:

#### Description

- 2022 Insurance Resolution
- Attachment 1

Type Resolution Letter Exhibit

#### **RESOLUTION NO.**

#### RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARD HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE PREMIUM FOR GENERAL SERVICES AND MANAGEMENT EMPLOYEES

**WHEREAS**, the hospital-medical/surgical group health insurance plan is available from the LOGIS Health Insurance program for City employees and their dependents; and

**WHEREAS**, a self-funded group dental insurance plan is available to full-time City General Services and Management employees and their dependents; and

**WHEREAS**, a term life and accidental death and dismemberment insurance plan is available from the Local Government Information Systems Association (LOGIS) for full-time City General Services and Management employees and their dependents; and

**WHEREAS**, a group long-term disability program is available to full-time City General Services and Management employees; and

**WHEREAS**, the City Council is required to determine by resolution the City's contribution toward the premium for employee group insurance coverages and approve agreements other services offered to employees.

**NOW, THEREFORE, BE IT RESOLVED** that the City shall contribute a maximum of \$1,500 per month for family health insurance to full-time employees, and in any event, said contributions shall not exceed the cost of single coverage for employees selecting that option. For all full-time General Services and Management bargaining unit employees, the City shall also pay the \$60.25 monthly premium for the offered dental insurance plan, and the \$1.54 monthly premium for the term life and accidental death and dismemberment insurance plan, for a total possible maximum 2022 insurance premium contribution of \$1,561.79 per month. The City shall contribute 75% of the single health care premium for part-time regular employees and a maximum of \$754 per month towards dependent coverage. Such contributions shall be for coverage effective January 1, 2022.

**BE IT FURTHER RESOLVED** that in 2021, the City entered into an agreement with Madison National Life/ Ochs Company for a three-year period at a cost of \$0.18 per \$100 of covered payroll for an annual premium of \$27, 310.95. The City shall continue to contribute the full cost of long-term disability insurance for full-time General Services and Management employees.

**BE IT FURTHER RESOLVED** that the City Council shall determine the City's contribution toward insurance premiums for all organized employee groups by the adoption of the appropriate resolutions concerning the labor contract with the respective organized employee groups.

Adopted by the City Council of the City of Richfield, Minnesota this 14<sup>th</sup> day of September 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

Attachment 1

# <u>The City's Contribution Toward Dependent Health Insurance as a Percent of Total Premium</u> <u>Cost</u>

<u>YEAR</u>	HEALTH <u>PLAN</u>	DEPENDENT PREMIUM <u>COST</u>	CITY CONTRIBUTION MGMT./GEN. SVCS	CITY AVERAGE % OF <u>PREMIUM</u>
2010	HealthPartne	ers		
	Open Access	-		
	* Employee +			
	Spouse	\$1418.74	\$855	60%
	* Employee +		<b>*</b>	0.40/
	Children	\$1344.21 \$1755.40	\$855 \$905	64%
	* Family Distinctions	\$1755.49	\$905	52%
	* Employee +			
	Spouse	\$1325.16	\$855	65%
	* Employee +		<b>\$555</b>	00/0
	Children	\$1251.93	\$855	68%
	* Family	\$1635.02	\$905	55%
		ole HSA \$2500		
	* Employee +		<b>*•••••••••••••</b>	00%
	Spouse	\$ 934.16	\$855	92%
	* Employee + Children	\$ 882.55	\$855	97%
	* Family	\$1152.50 \$1	\$905	78%
	ranny	¢1102.00	<b>\$600</b>	10/0
2011	HealthPartne	ers		
	Open Access			
	* Employee +			
	Spouse	\$1562.16	\$915	59%
	* Employee +			
	Children		ф04 <i>Г</i>	CO0/
	* Eomily	\$1480.10 \$1032.00	\$915 \$965	62% 50%
	* Family	\$1480.10 \$1932.99	\$915 \$965	62% 50%
	Distinctions	\$1932.99	•	
	Distinctions * Employee +	\$1932.99	•	
	Distinctions	\$1932.99 \$1459.12	\$965	50%
	Distinctions * Employee + Spouse	\$1932.99 \$1459.12	\$965	50%
	Distinctions * Employee + Spouse * Employee + Children * Family	\$1932.99 \$1459.12 \$1378.49 \$1800.32	\$965 \$915	50% 63%
	Distinctions * Employee + Spouse * Employee + Children * Family High Deductik	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500	\$965 \$915 \$915	50% 63% 66%
	Distinctions * Employee + Spouse * Employee + Children * Family High Deductil * Employee +	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500	\$965 \$915 \$915 \$965	50% 63% 66% 54%
	Distinctions * Employee + Spouse * Employee + Children * Family High Deductik * Employee + Spouse	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500 \$1032.52	\$965 \$915 \$915	50% 63% 66%
	Distinctions * Employee + Spouse * Employee + Children * Family High Deductil * Employee + Spouse * Employee +	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500 \$1032.52	\$965 \$915 \$915 \$965 \$915	50% 63% 66% 54% 89%
	Distinctions * Employee + Spouse * Employee + Children * Family High Deductik * Employee + Spouse	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500 \$1032.52	\$965 \$915 \$915 \$965	50% 63% 66% 54%
	Distinctions * Employee + Spouse * Employee + Children * Family High Deductil * Employee + Spouse * Employee + Children * Family	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500 \$1032.52 \$ 975.48 \$1274.10	\$965 \$915 \$915 \$965 \$915 \$915	50% 63% 66% 54% 89% 94%
2012	Distinctions * Employee + Spouse * Employee + Children * Family High Deductil * Employee + Spouse * Employee + Children * Family Blue Cross E	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500 \$1032.52 \$ 975.48 \$1274.10 Blue Shield	\$965 \$915 \$915 \$965 \$915 \$915	50% 63% 66% 54% 89% 94%
2012	Distinctions * Employee + Spouse * Employee + Children * Family High Deductil * Employee + Spouse * Employee + Children * Family Blue Cross E Open Access	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500 \$1032.52 \$ 975.48 \$1274.10 <b>Blue Shield</b> Choice	\$965 \$915 \$915 \$965 \$915 \$915	50% 63% 66% 54% 89% 94%
2012	Distinctions * Employee + Spouse * Employee + Children * Family High Deductil * Employee + Spouse * Employee + Children * Family Blue Cross E	\$1932.99 \$1459.12 \$1378.49 \$1800.32 ble HSA \$2500 \$1032.52 \$ 975.48 \$1274.10 <b>Blue Shield</b> Choice	\$965 \$915 \$915 \$965 \$915 \$915	50% 63% 66% 54% 89% 94%

* Empl Childr * Famil Distinc	ren \$1233.00 ly \$1603.00	\$915 \$965	74% 60%
* Empl Spou * Empl	use \$1144.50	\$915	80%
Childr * Famil High D	ren \$1089.50 ly \$1416.50 veductible HSA \$2500	\$915 \$965	84% 68%
* Empl Spou * Empl	use \$854.50	\$915	107%
Child * Famil	Iren \$814.00	\$915 \$965	112% 91%
2013 Blue C Distinc	cross Blue Shield		
* Empl Spou * Empl	use \$1242.00	\$950	76%
Childr * Famil High D	ren \$1182.00 ly \$1537.00 veductible HSA \$2500	\$950 \$1000	80% 65%
* Empl Spou * Empl	use \$927.00	\$950	102%
Child * Famil	Iren \$883.00	\$950 \$1000	108% 87%
2014 Blue C Distinc * Emple			
Spou * Empl	use \$1407.00	\$990	70%
Childr * Famil High D	ren \$1339.00 ly \$1741.50 veductible HSA \$2500	\$990 \$1040	74% 60%
* Empl Spou * Empl	use \$1050.50	\$990	94%
Child * Famil	Iren \$1000.50	\$990 \$1040	99% 80%
2015 Blue C Distinc * Emple			
Spou * Empl	use \$1555.74	\$1045	67%
Childr * Famil High D	ren \$1480.74 ly \$1925.74 veductible HSA \$2600	\$1045 \$1100	71% 57%
* Empl Spou		\$1045	90%

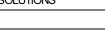
	* Employee + Children * Family	\$1105.74 \$1436.74	\$1045 \$1100	95% 77%
	i anny	¢1100.11	<b>\$1100</b>	1170
2016	Blue Cross E Distinctions * Employee +			
	Spouse * Employee +	\$1734.50	\$1135	65%
	Children * Family	\$1651.00 \$2147.00 ble HSA \$2600	\$1135 \$1215	69% 57%
	* Employee + Spouse	\$1294.00	\$1135	88%
	* Employee + Children * Family	\$1233.00 \$1602.00	\$1135 \$1215	92% 76%
	,	ole HSA \$4000	<i><b>Q</b></i> <b>1 2 10</b>	
	Spouse * Employee +		\$1135	96%
	Children * Family	\$1126.00 \$1463.50	\$1135 \$1215	101% 83%
2017	HealthPartne High Deductik * Employee +	ole HSA \$2600		
	Spouse * Employee +	\$1218.00	\$1135	93%
	Children * Family	\$1160.00 \$1507.50 ble HSA \$4000	\$1135 \$1215	98% 81%
	Spouse * Employee +	\$1113.00	\$1135	102%
	Children * Family	\$1060.00 \$1378.00	\$1135 \$1215	107% 88%
2018	HealthPartne High Deductik * Employee +	ole HSA \$2700		
	Spouse * Employee +	\$1315.00	\$1195	91%
	Children * Family High Deductil * Employee +	\$1252.50 \$1628.00 ble HSA \$4000	\$1195 \$1290	95% 79%
	Spouse * Employee +	\$1213.50	\$1195	98%
	Children * Family	\$1155.50 \$1502.00	\$1195 \$1290	103% 86%

2019	HealthPartne High Deductib * Employee +	<b>rs</b> le HSA \$2700		
	Spouse * Employee +	\$1378.00	\$1227	89%
	Children * Family High Deductib	\$1312.50 \$1706.50 Ie HSA \$4000	\$1227 \$1330	93% 78%
	* Employee + Spouse * Employee +	\$1271.50	\$1227	97%
	Children * Family	\$1211.00 \$1574.50	\$1227 \$1330	101% 84%
2020		<b>rs</b> le HSA \$2800		
	* Employee + Spouse * Employee +	\$1516.00	\$1312	87%
	Children * Family High Deductib	\$1444.00 \$1887.00 le HSA \$4000	\$1312 \$1435	91% 76%
	* Employee + Spouse * Employee +	\$1410.50	\$1312	93%
	Children * Family	\$1343.00 \$1746.50	\$1312 \$1435	98% 82%
2021		<b>rs</b> le HSA \$2800		
	* Employee + Spouse * Employee +	\$1574.52	\$1341	85%
	Children * Family	\$1499.74 \$1959.84 le HSA \$4000	\$1339 \$1471	89% 75%
	Spouse * Employee +	\$1464.95	\$1339	91%
	Children * Family	\$1394.84 \$1813.91	\$1338 \$1469	96% 81%
2022	HealthPartne High Deductib * Employee +	<b>rs</b> le HSA \$2800		
	Spouse * Employee +	\$1607.50	\$1370	85%
	Children * Family High Deductib	\$1531.00 \$1990.50 le HSA \$4000	\$1370 \$1500	89% 75%
	* Employee + Spouse * Employee +	\$1495.50	\$1370	91%

Children	\$1424.50	\$1370	96%
* Family	\$1851.50	\$1500	81%

AGENDA SECTION: AGENDA ITEM # RESOLUTIONS

8.





# STAFF REPORT NO. 138 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY:	Melissa Poehlman, Asst. Community Development Director
DEPARTMENT DIRECTOR REVIEW:	John Stark, Community Development Director 9/3/2021
OTHER DEPARTMENT REVIEW:	Jennifer Anderson, Support Services Manager
CITY MANAGER REVIEW:	Katie Rodriguez, City Manager 9/7/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider a request for a waiver of Application fees for an Interim Use Permit.

### **EXECUTIVE SUMMARY:**

Residents Ms. Erin Burbank and Mr. Joe Evert (6915 Harriet Ave.) are in the midst of a dispute with a neighbor and plan to apply for an Interim Use Permit that would allow them to temporarily construct a fence taller than six feet to provide additional screening from the neighboring property. Land use applications require the payment of application fees intended to cover the approximate cost of processing the request (e.g. legal publications, mailed notices, staff time, attorney consultation). Ms. Burbank and Mr. Evert have submitted the attached request asking the Council to waive application fees due to their particular circumstances.

To staff's knowledge, such a waiver of application fees has never been granted by the Council. City staff receive frequent requests to waive fees, assessments, etc. for a variety of reasons. The City provides many services without specific fees, in this case the Environmental Health Division, Public Safety Department, Planning Division, and City Attorney's office have dedicated a significant amount of time to the unfortunate situation between these two neighbors (an accounting of staff time expended thus far is available upon request).

If the Council wishes to grant a waiver in this case, specific findings should be made to distinguish this case from others. Staff would then draft a resolution for consideration at the September 28 meeting.

### **RECOMMENDED ACTION:**

By Motion: Deny a request for a waiver of Application fees for an Interim Use Permit.

### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- Staff is not aware of any instance in which the City Council has granted a waiver of a fee or assessment.
- The dispute and City staff's help in attempting to resolve this dispute has been ongoing for more

than six months.

• The large number of complaints, including photos, submitted by Ms. Burbank have been forwarded to the City's prosecuting attorney for potential further action.

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

- Appendix D of the City Code establishes License, Permit and Miscellaneous Fees.
- The established application fee for an Interim Use Permit is \$500 plus \$100 per year based on the duration of the Permit.
- The Interim Use Permit application fee has been established to cover the publication of a public hearing notice in the newspaper, and a mailing to properties within 350 feet of the applicant's site, and staff time to process, research and prepare materials for consideration by the Planning Commission and Council, as well as annual administration and compliance monitoring.
- A decision to provide a waiver of Application fees may set a precedent that would be expected in other issues of neighbor dispute.

#### C. CRITICAL TIMING ISSUES:

None

#### D. FINANCIAL IMPACT:

See Executive Summary and Policies Sections.

#### E. LEGAL CONSIDERATION:

The City Attorney has been consulted and will be present to answer questions.

#### ALTERNATIVE RECOMMENDATION(S):

Grant a request for a waiver of application fees for an Interim Use Permit and direct staff to prepare a resolution for consideration on September 28, 2021.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

Ms. Erin Burbank and Mr. Joe Evert, Applicants

#### ATTACHMENTS:

	Description	Туре
۵	Request Letter	Exhibit

#### **Richfield City Council**,

I am writing this letter to request that the city waive the fees associated with applying and obtaining an Interim Use Permit. We are applying for an IUP to increase the height of our 6 foot privacy fence. We believe heightening the fence is a possible solution to help mitigate the harassment we have been experiencing daily/nightly since April 3, 2021.

After living behind Ms. Renneke-Bihari for 8 years with no previous interactions except for her banging on our fence; she suddenly started harassing us every day since April 3. This harassment includes but is not limited to: refuse structures attached or adjacent to our privacy fence standing 7-10+ feet high, (includes a toilet, undergarments, clothing hanging on gutters, ladders, plastic bins, toys, carpet remnants, scare crows, pool noodles, objects wrapped in aluminium foil, mirrors, CDs, dolls etc.) 6-9 flood lights pointed at our property day and night, harassment of our dogs verbally as well as banging on the fence, mowing the same patch of grass for 1.5 hours next to fence until 11:30 PM, starting a snowblower and leaving it run for hours, spraying water over the fence, driving by the front of our house to flip us off and honk, verbally yelling defamatory remarks as well as posting them in her window in large letters, and climbing on ladders leaning on our fence to look into our yard/house and yell about anything including interior chandeliers. As this has gone on, all we have done is disengage and document but it has continued to escalate.

In attempts to remedy this harassment we have contacted the Hennepin County social worker-Donna Nelson multiple times, Judy's witness/friend from the hearing-Jillian Wilkins, many online complaints about refuse attached to our fence and towering over it, told Community Service Officers they can enter our yard at any time to check on her ordinance violations, two Richfield Council members, a former Richfield Council member, various lawyers as well as police officers from other departments, ongoing conversations with Richfield's Health Administrator, Assistant Planner and Environmental Health Specialist, NAMI Mental Health non-profit, Richfield Police countless times resulting in Ms. Renneke-Bihari's issuance of 4 nuisance violations and a disorderly conduct violation. There have been two hearings scheduled where we rearranged our work schedules to be a witness for the city; and one that actually occurred. Her fines were upheld and she was warned it could become criminal; but nothing has changed since the June 29th hearing.

Ms. Renneke-Bihari's harassment has impacted us financially as we have spent \$2300 on privacy panels, privacy window film, additional security cameras, solar power flood lights and reinforced locks. We don't know what her reality is or what she is capable of and we feel unsettled and unsafe in our own home and yard. She has been altering the enjoyment of our home for 5 months and the receipt of citations, fines, criminal charge threats, and many visits from the Richfield PD hasn't deterred her at all. In addition to the extra expenses to try to gain privacy and peace of mind: we have used our outdoor living room space containing: bonfire, hot tub, deck, grill, hammock and outdoor furniture setup only two times since April 2021. Both times were ruined by her harassing behaviors.

We are requesting these fees be waived because in addition to the money we have spent to gain privacy back, my income has been greatly impacted by Covid and will remain impacted until my clientele returns to their offices. Therefore, these extra costs are burdensome to us at this time as well as the future cost of the fence addition itself.

This experience has been exhausting financially, mentally and emotionally. None of the channels we have taken have been successful and I hope this IUP could possibly alleviate the harassment to some degree.

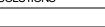
Sincerely,

Erin Burbank & Joe Evert

Submitted via email to Asst. Community Development Director Melissa Poehlman - August 30, 12:56 a.m. Applicant Address: 6915 Harriet Ave.

AGENDA SECTION: AGENDA ITEM # RESOLUTIONS

9.





# STAFF REPORT NO. 139 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director

OTHER DEPARTMENT REVIEW:

CITYMANAGER REVIEW:

Katie Rodriguez, City Manager 9/8/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider a resolution to approve the change in deed in accordance with the Minnesota Department of Natural Resources Land and Water Conservation Fund Grant for Augsburg Park.

### **EXECUTIVE SUMMARY:**

Augsburg Adventure Playground at Augsburg Park has been added to the official park deed with Hennepin County Registrar of Titles. The park parcel has the following restrictions in accordance to the Minnesota Department of Natural Resources Lake and Water Conservation Fund Grant:

- All grant proceeds are used for park improvements (inclusive playground).
- All lands that are included in the grant must remain solely for public outdoor recreation use.
- The deed will be recorded with Hennepin County and permanently managed for public outdoor recreation use, any other use must get written approval from the State of Minnesota acting Commissioner of Natural Resources and the Secretary of the Interior.
- The final grant report is due September 30 that includes the change in deed, at that time the grants funds will be released.

### **RECOMMENDED ACTION:**

Approve the resolution so the updated park deed can be filed with the county and all grant requirements are met so funds can be awarded.

### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- The Land and Water Conservation Fund Grant Program was authorized by Congress in the Land and Water Conservation Fund Act of 1965 and the Local Grants program is authorized by the State of Minnesota.
- The Augsburg Adventure Playground at Augsburg Park opened in June, 2021.
- The inclusive playground is largely grant funded, this update to the deed is needed to release the grant funds.
- B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
  - The attached resolution approves the declaration of use restriction for Augsburg Park.
  - The declaration of use restriction is attached that provides the detailed legal description and map of the parcel change (inclusive playground).

#### C. CRITICAL TIMING ISSUES:

The final report for the Land and Water Conservation Fund Grant that we have been awarded through the Minnesota DNR is due September 30, at that time funds will be awarded. This deed needs to be updated as part of the final grant report.

#### D. FINANCIAL IMPACT:

The Land and Water Conservation Fund Grant that we have been awarded through the Minnesota DNR is for \$200,000 of support for the inclusive playground.

#### E. LEGAL CONSIDERATION:

To legally fulfill grant requirements, the Augsburg Park deed needs to be changed and filed with Hennepin County.

#### ALTERNATIVE RECOMMENDATION(S):

N/A

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

#### ATTACHMENTS:

	Description	Туре
D	Augsburg Park Land Use Restriction Resolution	Cover Memo
D	Augsburg Park Land Use Restriction Declaration	Cover Memo

# RESOLUTION NO.

### **RESOLUTION APPROVING DECLARATION OF USE RESTRICTION FOR THE AUGSBURG PARK PROPERTY**

WHEREAS, the City of Richfield (the "City") has entered into a Grant Contract Agreement with the State of Minnesota, acting through its Commissioner of Natural Resources (the "DNR") for a grant under the Land and Water Conservation Fund grant program authorized by Congress in the Land and Water Conservation Fun Act of 1965 and the Local Grants program authorized by the State of Minnesota; and

**WHEREAS,** said grant proceeds will be used by the City for improvements to Augsburg Park, which is located at 7000 Nicollet Avenue South in the City of Richfield; and

**WHEREAS,** the DNR requires that any lands developed with assistance from this grant program must be retained solely for public outdoor recreation use; and

WHEREAS, the DNR is requesting that a condition be recorded with the deed to all land within Augsburg Park that requires that the property be permanently managed and maintained for public outdoor recreation use and that the property cannot be converted to another use without the written approval of the State acting through its Commissioner of Natural Resources and the Secretary of the Interior; and

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

- 1. That the attached Declaration of Use Restriction is hereby approved.
- 2. That City staff shall record the Declaration of Use Restriction with the Hennepin County Registrar of Titles.

Adopted by the City Council of the City of Richfield, Minnesota this \_\_\_\_\_ day of September, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

# **DECLARATION OF USE RESTRICTION**

THIS DECLARATION OF USE RESTRICTION effective this \_\_\_\_\_ day of September, 2021 (the "Effective Date"), is made by the undersigned owner of the Restricted Parcel (hereinafter referred to as the "Declarant").

### WITNESSETH:

### RECITALS

- A. Declarant is the owner of the Restricted Parcel (defined below); and
- B. Declarant desires to place a use restriction on the Restricted Parcel.

NOW, THEREFORE, THE DECLARANT HEREBY DECLARES AND IMPOSES THE FOLLOWING:

- 1. <u>Recitals</u>. The Recitals set forth above are incorporated by this reference.
- 2. <u>Definitions.</u>
  - a. <u>"Declarant"</u> means owner of the Restricted Parcel.
  - b. <u>"Restricted Parcel"</u> means the following parcel(s) of real estate, to-wit:
    - 1) See Legal Description Exhibit "A".
    - 2) See Recreational Site Plan and Boundary Map Exhibit "B".

3. <u>Use Restriction</u>. In order to comply with the Minnesota Department of Natural Resources Outdoor Recreation Project Contract LW27-01439, the Declarant does hereby impose the following restriction on the Restricted Parcel:

- a. The Restricted Parcel shall be permanently managed and maintained for public outdoor recreation use.
- b. The Restricted Parcel has been acquired or developed with Land and Water Conservation Fund assistance and it cannot be converted to a use other than public outdoor recreation use without the written approval of the State of Minnesota acting through its Commissioner of Natural Resources and the Secretary of Interior.

4. <u>Restriction Runs with the Land</u>. The use restriction imposed by this instrument constitutes a covenant running with the land and, as such, will be binding upon the owners from time-to-time of the Restricted Parcel and their respective successors and assigns.

5. <u>Severability</u>. If any provision of this instrument is invalid, illegal or incapable of being enforced by any law or public policy, all other provisions of this declaration will remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Use Restriction to be executed on or as of the day and year first above written.

### **DECLARANT:**

CITY OF RICHFIELD

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

Maria Regan Gonzalez

Its: Mayor

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

Katie Rodriguez Its: City Manager

STATE OF MINNESOTA	)
	) ss.
COUNTY OF HENNEPIN	)

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Maria Regan Gonzalez and Kari Rodriguez, the Mayor and City Manager, respectively, of the City of Richfield, a Minnesota municipal corporation on behalf of the City.

# NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

### EXHIBIT A LEGAL DESCRIPTION OF THE RESTRICTED PARCEL

That part of Government Lot 4, Section 34, Township 28, Range 24, County of Hennepin, State of Minnesota which lies East of a line drawn parallel with the East line of the Minneapolis, Northfield & Southern Railroad right of way from a point in the South line of said Lot 4 distant 415 feet East of the East lien of said right of way as measured along the South lines of Government Lots 4 and 5, said Section 34, except that part thereof described as follows:

Beginning at the Southeast corner of said Government Lot 4; thence North along the East line of said Government Lot 4 a distance of 599.74 feet; thence West, at a right angle, a distance of 120.00 feet; thence Southwesterly, deflecting to the left 45 degrees 00 minutes 00 seconds, a distance of 185.00 feet; thence South, deflecting to the left 45 degrees 00 minutes 00 seconds, a distance of 135.00 feet; thence Southwesterly, deflecting the right 45 degrees 00 minutes 00 seconds, a distance of 111.97 feet, more or less, to the intersection with a line drawn parallel with the East line of said Governmental Lot from a point on the South line of said Government Lot distant 330.00 feet West from the Southeast corner of said Government Lot; thence South, along said parallel line, a distance of 257.36 feet, more or less, to the point of beginning.

### EXHIBIT B RECREATIONAL SITE PLAN AND BOUNDARY MAP OF THE RESTRICTED PARCEL

Richfield - Universally-Inclusive Playground at Augsburg Park



Mar Hours Janes June 9, 2020

AGENDA SECTION: AGENDA ITEM # RESOLUTIONS

10

\_\_\_\_\_



# STAFF REPORT NO. 142 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Jodi Bursheim, Interim Finance Director

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager 9/9/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consideration of the 2021 Revised/2022 Proposed Budget resolutions adopting the 2022 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2021 budget of various departments, and city fees for 2022.

# **EXECUTIVE SUMMARY:**

On August 24, 2021, a special City Council meeting was held for the purpose of presenting and discussing the 2021 Revised/2022 Proposed Budget and 2022 preliminary property tax levy.

At this meeting staff presented to the City Council a preliminary gross tax levy of \$25,127,419 which includes a levy for general fund operations of \$20,067,061, a debt service levy of \$3,668,535, an equipment and technology levy of \$835,000, and an Economic Development Agency levy of \$556,823. Accordingly, the 2022 preliminary gross levy represents a 4.98% increase from the 2021 gross levy.

As Council is aware, once the preliminary levy is approved, it may be further reduced at a later City Council meeting, but it legally cannot be increased over the preliminary approved amount.

In addition, the City must certify its proposed property tax levy for payable year 2022 to the County Auditor and set a date for its Truth in Taxation public meeting on or before September 30, 2021.

The Truth in Taxation public meeting must be held between November 25 and December 28, 2021 and must occur at 6:00 p.m. or later. The City's Truth in Taxation public meeting is scheduled for Tuesday, November 30, 2021 at 6:00 p.m.

## **RECOMMENDED ACTION:**

By Motion: Adopt the attached resolutions establishing the 2022 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2021 budget of various departments, and city fees for 2022.

## **BASIS OF RECOMMENDATION:**

A. HISTORICAL CONTEXT

N/A.

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

The City Charter establishes that at a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06.

Consequently, as required by the Truth in Taxation legislation (MS 275.065) each "taxing authority" must certify its proposed property tax levy for payable year 2021 to the County Auditor on or before September 30, 2021. "Taxing authority" includes all counties, all school districts, all cities regardless of population, all towns, special taxing districts. No local units of government are exempted from this requirement.

In addition, each "taxing authority" with a population of 500 or more, must certify to their County Auditor the date that has been selected for the Truth in Taxation public meeting by September 30, 2021. This Truth in Taxation public meeting must be held between November 25 and December 28, 2021 and must occur at 6:00 p.m. or later.

#### C. CRITICAL TIMING ISSUES:

Along with the 2021 Revised/2022 Proposed budget and preliminary property tax levy, City staff is also recommending a date for this year's Truth in Taxation public meeting. It is recommended that this year's meeting be set for 6:00 p.m. Tuesday, November 30, 2021.

All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before September 30, 2021.

## D. FINANCIAL IMPACT:

The preliminary gross levy for taxes payable 2022 as presented is \$25,127,419.

The City's tax capacity rate is anticipated to increase from 54.079% to 54.605%.

Included in the 2022 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of \$835,000 and the levy to fund the Economic Development Authority of \$556,823.

A final resolution for consideration authorizes the revision of the 2021 budget to conform to the most recent 2021 revenue and expenditure projections.

## E. LEGAL CONSIDERATION:

N/A.

#### ALTERNATIVE RECOMMENDATION(S):

The City Council could adopt a lesser 2022 preliminary property tax levy or 2021 Revised/2022 Proposed budget or select other allowable Truth in Taxation hearing dates.

# PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

## ATTACHMENTS:

	Description	Туре
D	2022 Proposed Budget and Tax Levy Resolution	Resolution Letter
D	2021 Authorizing Budget Revisions	Resolution Letter
D	Authorizing Revisions of 2021 Budget of Various Departments	Resolution Letter
D	City Fees for 2022	Resolution Letter

# RESOLUTION NO. RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY FOR THE YEAR 2022

**WHEREAS**, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 30, 2021 and then recertified before December 28, 2021.

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

1. The budget for the City of Richfield for the year 2022 is hereby approved and adopted with appropriations for each of the departments to be as follows:

# General Fund

Legislative/Executive	\$ 1,113,300
Administrative Services	973,080
Finance	769,760
Public Safety	10,926,920
Fire Services	5,130,730
Community Development	1,802,120
Public Works	4,751,100
Recreation Services	2,151,320
Transfers Out	 250,000
TOTAL GENERAL FUND	\$27,868,330

- The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2022 which are more fully detailed in the City Manager's official copy of the 2022 budget, are hereby found and determined to be as follows: TOTAL GENERAL FUND \$27,868,330
- 3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2021, payable in 2022 for the following purposes and in the following amounts:

<u>PURPOSE</u>	<u>AMOUNT</u>
General Fund <sup>1</sup>	\$20,067,061 <sup>2</sup>
Equipment	835,000
Economic Development Authority	556,823
Debt Service	3,668,535

<sup>1</sup> Provision has been made in the General Fund for the payment of the City's contributory share to Public Employees' Retirement Association.

<sup>2</sup> General Fund Levy includes all fiscal disparities distribution amounts.

- 4. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from \$632,605.32 to \$282,233.44 due to the utilization of gas and electric franchise fees.
- 5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2018A will be reduced from \$699,536.25 to \$284,130 due to the utilization of gas and electric franchise fees.
- 6. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2019A will be increased from \$373,380 to \$383,380 to offset interest costs in the year of issuance.
- 7. The budget for the Housing and Redevelopment Authority of Richfield for the year 2022 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2021, payable in 2022 for the following purposes:

# **PURPOSE**

# AMOUNT

Housing and Redevelopment Authority \$649,960

- 8. A certified copy of this resolution shall be transmitted to the County Auditor.
- 9. The Truth in Taxation public meeting shall be set for 6:00 p.m. November 30, 2021 via virtual WebEx meeting.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of September 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

# RESOLUTION NO. RESOLUTION AUTHORIZING BUDGET REVISIONS

**WHEREAS**, the City Charter and Minnesota Statutes provide for a process for adopting an annual budget and tax levy; and

**WHEREAS**, the City Charter provides certain authority for the City Manager and/or City Council to revise the annual budget; and

**WHEREAS**, it would be beneficial to restate such authority with the adoption of the budget.

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

- 1. The City Manager may increase the budget by City Council action provided that unbudgeted receipts will be available to equal or exceed the increased expenditures.
- 2. The City Manager may authorize transfers between divisions within a department providing the transfers do not increase or decrease the department or total budget.
- 3. The City Manager may transfer budgeted amounts between departments only with the approval of the City Council.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of September, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

# **RESOLUTION NO.**

# RESOLUTION AUTHORIZING REVISION OF 2021 BUDGET OF VARIOUS DEPARTMENTS

**WHEREAS**, Resolution No. 11798 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2021; and

**WHEREAS**, The City Charter, Chapter 7, Section 7.09, gives the Council authority to transfer unencumbered appropriation balances from one department to another within the same fund at the request of the City Manager; and

**WHEREAS**, The City Manager has requested a revision of the 2021 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2022 budget document.

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

1. That the 2021 appropriations for each department of the General Fund be amended to establish the following totals:

<u>General Fund</u>	
Legislative/Executive	\$ 1,008,250
Administrative Services	836,330
Finance	755,000
Public Safety	10,484,860
Fire Services	4,995,320
Community Development	1,800,220
Public Works	4,713,500
Recreation Services	2,069,940
Transfer Out	230,000
TOTAL GENERAL FUND	\$26,893,420
INCREASE	\$ 158,750

2. Estimated 2021 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager's official copy of the proposed 2022 budget, are hereby revised as follows:

3. That the City Manager and the Finance Director bring into effect the provisions of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of September 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

## **RESOLUTION NO.**

#### RESOLUTION ESTABLISHING 2022 LICENSE, PERMIT AND MISCELLANEOUS FEES PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE CITY OF RICHFIELD RESCINDING RESOLUTION NO. 11768

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

#### Section 1. - Establishing Fees.

- A. License, permit and miscellaneous fees required under the ordinances of the City of Richfield shall be as stated in the sections of this resolution.
- B. A period of no less than 30 days will be allowed for the remittance of City Business license renewal fees contained in Sections 5, 6, 7, 8 and 9 of this resolution.
- C. A 10% administrative surcharge will be assessed upon all renewals contained in Section 5, 6, 7, 8 and 9 of the resolution if not received by the City on or before December 31st of each year. The 10% surcharge will be based upon the cost of the license.
- D. Nothing in this section shall be deemed to require the City to issue or renew any license for which the fee has not been paid in a timely manner.

# Section 2. - Construction and Related License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Heating and Ventilating Installer	400.07	1 Year	\$80.00
(2) Sign Installer	416.01—416.13	1 Year	\$80.00
(3) Electrical Installer	400.03—400.09	State License Required	
(4) Plumber	400.03—400.09	State License Required	
(5) Well Driller	620	State License Required	

#### Section 3. - Public Works Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Benches	805.01— 805.27	First Year	\$80.00

		Renewal	\$30.00
(2) Boulevard feature Permit	811.07	a) Application to place a privately owned feature in the boulevard	\$30.00
		b) If applied for after installation of feature has begun	\$60.00
(3) Excavation in Public Right of way	800.01— 800.15	a) For each transverse excavation and each 100 feet or portion thereof longitudinal excavation and for each 100 feet of curb and gutter or portion thereof installed or driveway apron installed, except when survey and grade stakes are set by City	\$125.00
		b) If applied for after excavation has begun	\$250.00
		c) For each pothole	\$20.00
(4) Pole Attachment /Small Cell Facilities Permit	802	a) Application to attach or collocate pole attachment on City facilities in the City Right-of-way	\$500.00 /≤ 5 units
			\$100.00/unit thereafter
		<ul> <li>b) Application to construct/install new small cell pole w/ attachment in the City Right- of-way</li> </ul>	\$1,000/unit
		c) Annual rental fee per attachment to collocate on the city structure, per agreement	Up to \$150/unit
		d) Annual maintenance fee associated with the collocation, per agreement	Up to \$25/unit
		Monthly Electrical Fees	
		a) Radio node less than or equal to 100	\$73.00/node
		maximum watts b) Radio node over 100 maximum watts c) The actual cost of electricity	\$182.00/node

(5) Forestry Permit	810	Applies only to trees on City property and public ROW	\$50.00
(6) Seasonal Load Limit Exemption		a) Per load	\$25.00
		b) If applied for after delivery	\$50.00
(7) Obstruction Permit	802.17	(a) Short term, temporary single lane closure of less than four hours	No fee
		(b) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		Day (per block or portion thereof)	\$60.00
		Full Closure (per block or portion thereof)	\$300.00
		Collector	
		Day (per block or portion thereof)	\$30.00
		Full Closure (per block or portion thereof)	\$75.00
		Local/Residential	
		Day (per block or portion thereof)	\$15.00
		Full Closure (per block or portion thereof)	\$45.00
		Sidewalk/Bike Lanes	
		Day	\$30.00
		If applied for after obstruction closure has	

		begun	
		(c) Short term, temporary single lane closure less than four hours	No fee
		(d) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		Day (per block or portion thereof)	\$120.00
		Full Closure (per block or portion thereof)	\$300.00
		Collector	
		Day (per block or portion thereof)	\$60.00
		Full Closure (per block or portion thereof)	\$150.00
		Local/Residential	
		Day (per block or portion thereof)	\$30.00
		Full Closure (per block or portion thereof)	\$90.00
		Sidewalk	
		Day	\$60.00
		If the closures are not removed by the permitted completion date, then additional Days will be charged at double the rate	
(8) Noise Ordinance Exemption	930.35	(a) With conditions added as required	\$50.00

		(b) If applied for after violation	\$100.00
(9) Certification Charge	705.03— 705.21	All delinquent accounts	\$50.00
(10) NSF Check Charge			\$30.00
(11) Utility Services			
Sanitary Sewer	700.05	All land uses	
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			\$125.00
Sewer Service Line Televising			\$75.00
Water Service	715.01	All land uses	\$125.00
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			
Turn on/off			\$50.00
Meter Installation			\$50.00
Private Hydrant			\$50.00
Hydrant Meter Fee			\$50.00

Storm Sewer	720	All land uses	
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			\$125.00
(12) Street Light Banners	855.05	First time applicant to hang street light banners within a district of for an event.	\$50.00
		Per street light banner installation (no existing hardware)	\$20.00
		Per street light banner installation if supporting hardware exists on the light pole.	\$10.00
		Per street light banner removal	\$10.00
		Permit Renewal: Annually for both decorative and event banners, unless banner design has changed, then full application fee is charged. If annual renewal is not completed, the permittee risks removal of all banners at the permittee's expense.	\$10.00

# Section 4. - Fire Services Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Fire Prevention Code	400.21— 400.29	For initial fee required under code Per Year	\$80.00
		For each additional fee required under code	\$20.00

		Penalty If not renewed within 2 months of notification Per Year	\$75.00
(2) Daycare/Adult Foster Care Facility Inspection			\$80.00
(3) Reimbursement Fee for Fire/Rescue Unit		Per Hour	\$375.00
(4) Sale of Consumer Fireworks	1131	(a) License per location selling only consumer fireworks Per Year	\$350.00
		(b) License per location of each other retail seller Per Year	\$100.00

# Section 5. - Amusement and Recreation Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Arcade	1105	1 Year	\$629.00
(2) Amusement Device	1100.01	(a) Mechanical Amusement Device (Pinball) 1 Year	\$15.00
		(b) Mechanical Music Box 1 Year	\$15.00
		(c) Video Games 1 Year	\$15.00
(3) Lawful Gambling	1100.13	Bingo, Tipboard, Paddle Wheel, Raffle, Pull Tabs	State Fee

		Investigation Fee	\$250.00
(4) Itinerant Place of Amusement	1100.05— 1100.11	1 Day	\$399.00
(5) Public Dance	1110.03	For each day dances are held:	\$4.00
		1 month:	\$52.00
		No fee for locations holding tavern licenses.	
(6) General Amusement	1100.03	<ul><li>(a) Billiard, Pool or Pigeonhole</li><li>table (each)</li><li>1 Year</li></ul>	\$15.00
		1. Coin operated 1 Year	\$15.00
		(b) Bowling Alley (per lane) 1 Year	\$50.00
		(c) Circus 1 Year	\$202.00
		(d) Dance Hall 1 Day	\$202.00
		(e) Golf	
		1. Miniature 1 Year	\$47.00
		2. Driving Tee 1 Year	\$47.00
		(f) Mountback 1 Day	\$193.00
		(g) Rides, mechanical/animal of any kind (ea) 1 Year	\$15.00
		(h) Shows, any kind 1 Day	\$193.00
		(i) Shuffleboard (each lane) 1 Year	\$16.00
		(j) Other games 1 Day	\$15.00

(7) Musical Concert	1110.01	Per event	\$54.00
(8) Theatre Cinema	1120	1 Year	\$264.00
		Plus a notice publication fee	\$7.00
(9) Roller Rink	1115	1 Year or portion thereof	\$264.00
(10) Commercial Adult- Oriented Enterprises	605	1 Year	\$3,143.00
		Investigation fee 1 Year	\$3,143.00
(11) Masseur/Masseuse	605	Certificate fee 1 Year	\$103.00
		Investigation fee 1 Year	\$256.00
(12) Public Baths	610	1 Year	\$3,640.00
		Investigation fee (actual cost minimum)	\$3,640.00
(13) Fortune Teller and related trade	1130.05— 1130.07	1 Day 1 Week 1 Month 1 Year	\$211.00 \$627.00 \$1,252.00 \$2,096.00
(14) Adult Establishments	1196	Annual license 1 Year	\$3,143.00
		Investigation fee (new license)	\$3,143.00

# Section 6. - Animal Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1)	905.01—	<ul><li>(a) Animals (Spayed or Neutered) with option to</li></ul>	\$15.00
Animals	905.29	purchase a multi-year license <li>1 Year</li>	

	(b) Animals (Not Spayed or Neutered) 1 Year	\$25.00
	(c) Duplicate Animal License	\$7.00
	(d) Late Penalty	\$10.00
905.31— 905.33	(e) Commercial Kennel 1 Year	\$217.00
	(f) Residential Kennel 1 Year	\$100.00
	(g) Veterinary	\$217.00
905.37— 905.39	(h) Pigeons 1 Year	\$43.00
905.41	(i) Non-domestic Animals (Temporary Permit)	\$30.00
905.01— 905.29	(j) Impounding (each animal) 1st time	\$68.00
	2nd Time	\$130.00
	3rd time (each impound after)	\$195.00
	(k) Dangerous dog registration fee State Statute 347.51)	\$500.00
906.13	(I) Beekeeping Registration fee	\$30.00

# Section 7. - Vehicle and Transportation License and Permit Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Aircraft	1340	1 Day	\$58.00
(2) Garbage and Refuse Collection	601.01— 601.33	Commercial and Residential	

	First vehicle 1 Year	\$314.00
	Each additional vehicle 1 Year	\$67.00
1155	Per place of business 1 Year	\$470.00
	Each additional place of business 1 Year	\$178.00
1160	Per place of business 1 Year	\$273.00
	Per place of business to sell, rent or lease 1 Year	\$125.00
1165	Per vehicle 1 Year	\$273.00
	Per vehicle 1 Day	\$41.00
1170	First vehicle or auto livery 1 Year	\$680.00
	Each additional vehicle or auto livery operated at any time within license period 1 Year	\$83.00
1175	1 Year	\$64.00
1185	Each place of business 1 Year	\$125.00
	1160 1165 1170 1175	Each additional vehicle       1 Year         1155       Per place of business       1 Year         1155       Each additional place of business       1 Year         1160       Per place of business to sell, rent or lease       1 Year         1165       Per vehicle       1 Year         1165       Per vehicle       1 Year         1170       First vehicle or auto livery       1 Year         1170       First vehicle or auto livery       1 Year         1175       1 Year       1 Year

# Section 8. - Commercial Business and Trade Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Firearms Dealer	920.01— 920.05	1 Year	\$2,096.00

(2) Food Establishments	617	(A) Type I Establishment, a large 1 year high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day	
		(1) Food service establishment	\$941.00
		(2) School, kindergarten through grade 12	\$691.00
		(3) Daycare Center or Preschool	\$691.00
		(B) Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day	
		(1) Food service establishment	\$808.00
		(2) School, kindergarten through grade 12	\$538.00
		(3) Daycare Center or Preschool	\$538.00
		(C) Type III Establishment, a medium risk food establishment serving mainly non- time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment	
		(1) Food service establishment	\$691.00
		(2) School, kindergarten through grade 12	\$343.00
		(3) Daycare Center or Preschool	\$343.00
		(D) Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended or mixed drinks, packaged foods customers	

heat onsite, continental breakfasts, unpackaged baked goods made elsewhere	
(1) Food service establishment	\$450.00
(2) School, kindergarten through grade 12	\$209.00
(3) Daycare Center or Preschool	\$209.00
(E) Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging	
(1) Food service establishment	\$277.00
(2) School, kindergarten through grade 12	\$173.00
(3) Daycare Center or Preschool	\$173.00
(F) Supplemental Facility	
(1) High Supplemental Facility (like Type I and II)	\$173.00
(2) Medium Supplemental Facility (like Type III and IV)	\$138.00
(3) Catering Supplemental Facility (for Food Catering Vehicle(s) and equipment)	\$209.00
(4) Low Supplemental Facility (like Type V)	\$103.00
(G) Temporary Food Establishment	
(1) Complex Temporary 1 to 3 days (like Type I and II)	\$173.00
(2) Complex Temporary 4 to 21 days (like Type I and II)	\$312.00
(3) Simple Temporary 1 to 3 days (like Type III, IV and V)	\$72.00

		(4) Simple Temporary 4 to 21 days (like Type III, IV and V)	\$167.00
		(5) Temporary Food Multi-Vendor	\$874.00
		(H) Farmer's Market Stand (stands not exempted from licensing in Minnesota Statue Chapter 28A)	\$209.00
(3) Automobile Washing Establishment	1125	Per calendar Year or fraction thereof	\$209.00
(4) Scavenger	601.17	Each vehicle 1 Year	\$62.00
		Permit fee for opening cesspool or dumping contents of each cesspool into City sewer	\$32.00
(5) Incinerator	601.29— 601.31	1 Year	\$62.00
(6) Tobacco	1146.01(MS 461.12)	Retail Sale and Distribution - License issued on calendar Year (cigarette vending machines prohibited) (Bill No. 1998-19)	\$525.00
(7) Transient Merchant	1181.01— 1181.09	1 Day	\$134.00
(8) Wagon Peddler	1181	1 Year	\$315.00
(9) State hawker or Peddler license	1181	6 month/per person covered	\$78.00
(10) Canvasser or Solicitor	1181	6 month/per person covered	\$78.00
(11) Christmas Tree Sale	1130.03	1 Year	\$171.00
(12) Lodging Establishments	618	(A) Hotel/Motel	\$290.00

		(1) Each Guestroom	\$23.00
(13) Outdoor Merchandising	1135	Permit	\$33.00
(14) Storage Enclosure	1135	Per Enclosure	\$114.00
(15) Pawnbroker	1187	(a) Pawnbroker 1 Year	\$5,462.00
		(b) Owner investigation fee 1 Year (nonrefundable)	\$3,140.00
		(c) Manager investigation fee 1 Year (nonrefundable)	\$1,136.00
		(d) Employee investigation fee 1 Year (nonrefundable)	\$109.00
		(e) Transaction fee - per transaction	\$2.00
(16) Secondhand Goods Dealer	1186	(a) Secondhand Goods Dealer 1 Year	\$599.00
		(b) Initial investigation fee (nonrefundable) actual costs in excess of above with total not exceeding	\$2,438.00
		Applicant shall deposit \$1,200.00 with Licensing Clerk along with application. Amount in excess of actual application costs shall be refunded.	
(17) Auto Detailing Establishment	1195.01	1 Year	\$467.00
(18) Tattoo, Body Piercing, Body Painting or Body Branding	630	(a) Tattoo, body piercing, body painting or body branding 1 Year	\$1,046.00
		(b) Initial investigation fee (nonrefundable)	\$1,046.00

		1 Year	
(19) Temporary Tattoo, Body Piercing, Body Branding and Body painting events	630	Per booth	\$62.00
(20) Massage Therapy Enterprise License (Business license)	1188	Annual license 1 Year	\$1,016.00
		Investigation fee (new license)	\$1,016.00
Massage Therapist (Individual License)		Annual license 1 Year	\$100.00
		Investigation fee (new license)	\$103.00
Temporary Massage Therapist License		Per temporary location	\$210.00
(21) Public Swimming Pools	619	(A) Indoor	
		(1) First pool	\$277.00
		(2) Each additional pool	\$138.00
		(B) Outdoor	
		(1) First pool	\$277.00
		(2) Each additional pool	\$138.00
		(C) School, K through grade 12, pools	
		(1) First pool	\$180.00

		(2) Each additional pool	\$100.00
(22) Motion pictures and commercial photography permit	1197	Per event Photography Motion picture (based on application)	\$50.00 \$200.00

# PLAN REVIEW FEE FOR FOOD, THERAPEUTIC MASSAGE AND LODGING

## PERCENTAGE OF FACILITY INVOLVED WILL BE DETERMINED BY STAFF

Descriptions:

- Type I Establishment, a large high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day.
- Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day.
- Type III Establishment, a medium risk food establishment serving mainly nontime/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment.
- Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended mixed drinks, packaged foods customers heat onsite, continental breakfasts, unpackaged baked goods made elsewhere.
- Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging.

Environmental plan review—includes the physical remodeling, updating, equipment replacement, equipment additions and the general overall review of all plans/work. This also includes all new development projects.

	New Construction and/or Major Remodel (over 50% of facility involved)	Extensive Remodel (25—50% of facility)	Minor Remodel 0—24% of facility)	Non-remodel approval consultation \$5,000 or less in costs)	
Туре І	\$3,339.00	\$1,741.00	\$940.00	\$160.00	
Type II	\$2,300.00	\$1,261.00	\$700.00	\$160.00	

Type III	\$1,261.00	\$701.00	\$418.00	\$160.00
Type IV	\$617.00	\$241.00	\$121.00	No fee
Туре V	New project or change of owner - \$146.00		Minor remodel - permit but no plan check fee	
Therapeutic Massage	\$160.00	\$160.00	\$160.00	\$160.00

# Section 9. - Liquor and Related License and Permit Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) 3.2 Malt Liquor	1202.05	(a) On-Sale 1 Year	\$912.00
		(b) Tavern (dance) 1 Year	\$745.00
		(c) Wholesale 1 Year	\$44.00
		(d) Growler (Micro Brewery Off-Sale Malt Liquor) 1 Year	\$175.00
		(e) Off-Sale 1 Year	\$264.00
		(f) Club (Bottle Club) 1 Year	\$603.00
		(g) Temporary per event	\$70.00
(2) Liquor	1202.05	(a) On-Sale 1 Year	\$12,029.00
		(b) Sunday (Fee set by state law) 1 Year	\$200.00
		(c) Wine 1 Year	\$1,325.00
		(d) Taproom (Micro Brew On-Sale Malt Liquor) 1 Year	\$700.00

		(e) Cocktail Room (Micro Distillery On Sale) 1 Year	\$800.00
		(f) Micro Distillery Off Sale 1 Year	\$600.00
		(g) Veterans' Organization (Ex-Sunday) 1 Year	\$863.00
		(h) Temporary per event	\$141.00
(3) Employee License On-Sale Liquor Establishments	1208.01	Effective 10/1/95 all licenses issued shall be valid for a period of two years from the date of initial application	\$37.00
(4) Investigation Fee	1202.01— 1202.21	(a) On-Sale liquor including Veterans' Organization	\$824.00 and
		Each person shown on application	\$247.00
		Each additional investigation for each person not listed on original or renewal application (excluding Veteran's Organizations)	\$247.00
	1202.11	(b) Wine, Taproom, Brewpub, Distillery, and	\$824.00
		Each person shown on application	\$247.00
		Each additional investigation for each person not listed on original or renewal application	\$247.00
	1202.11	Investigation of substitute manager	\$103.00

# Section 10. - Housing Inspection and Rental License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) License for Apartment	407	(a) Apartment House 1 Year	\$ 150.00
Houses and Rental Homes		Each unit	\$ 15.00
		(b) Rental Home - single family dwelling 1 Year	\$ 150.00
		(c) Duplexes/double bungalows/townhouses	
		First unit 1 Year	\$ 150.00
		Each additional rental unit 1 Year	\$ 85.00
		(d) Late Fee—To be charged each month the license is late	10% of the annual license fee, with a minimum monthly fee of \$50.00 and a maximum monthly fee of \$500.00, charged each month the fee is late
		(e) License Transfer Fee	\$ 50.00
		(f) Reinstatement of suspended license	100% of license fee (minimum \$80.00)
		(g) Reinstatement of Revoked license	200% of license fee
		(h) Re-Inspection Fee	
		1. multi-family	\$80.00 for each building with 4 to 11 units \$100.00 for each building with 12 or more units

		2. single family & duplex	\$50.00 ea.
		(Inspection over standard 2 inspections) Reinspection fees shall be payable at the time of license renewal and no renewal license shall be issued unless	
		all inspection fees are paid	
		(i) Provisional license for apartment house Includes first unit	\$ 300.00
		Each additional unit	\$ 30.00
		Provisional license for Rental Home—single family dwelling 1 Year	\$ 300.00
		Provisional license for duplex First unit	\$ 300.00
		Each additional unit	\$ 170.00
		(j) Investigation fee for operating a rental property without a license	\$ 500.00
	408	Single family home (includes one reinspection)	\$ 150.00
(2) Certificate of Housing		2-family home (includes one reinspection)	\$ 230.00
maintenance Compliance		Condominium (includes one reinspection)	\$ 100.00
		Reinspection Fee	\$ 50.00
		Fee to process cash escrow agreement	\$ 50.00
		Fee to process Agreement to Comply	\$ 50.00

(3) Richfield Apartment Managers' Association Fee	407	Fee to support RAMA services	\$ 1.50/unit
(4) Permit Fee for Rooming House	406	1 Year	\$ 170.00

# Section 11. - Miscellaneous Fees.

Section Requiring	Description		Fee
1190	In motel for more than six Months		17.00
	Permit Issued By County		
	(a) in excess of 2 for calendar Year	\$	100.00
	(b) in excess of 10 for calendar Year	\$	200.00
	(c) in excess of 20 for calendar Year	\$	300.00
925	Third call to a property for nuisance conduct within a 365-day period	\$	300.00
	Flat rate (per page)	\$	.25
	Special rate		
	(a) Black & White Photocopy rate		
	8.5 x 11 (per side)	\$	.25
	8.5 x 14 (per side)	\$	.25
	MN Statute 13.03C		
	1190	1190In motel for more than six Months1190In motel for more than six MonthsPermit Issued By County(a) in excess of 2 for calendar Year(b) in excess of 10 for calendar Year(c) in excess of 20 for calendar Year925Third call to a property for nuisance conduct within a 365-day period925Flat rate (per page)Image: Special rate(a) Black & White Photocopy rate8.5 x 11 (per side)8.5 x 14 (per side)	1190In motel for more than six Months\$1190In motel for more than six Months\$Permit Issued By County(a) in excess of 2 for calendar Year\$(b) in excess of 10 for calendar Year\$(c) in excess of 20 for calendar Year\$925Third call to a property for nuisance conduct within a 365-day period\$Flat rate (per page)\$Special rate(a) Black & White Photocopy rate\$(a) Black & White Photocopy rate\$8.5 x 11 (per side)\$8.5 x 14 (per side)\$

			-	1
		11 x 17 (each)	\$	.50
		24 x 36 (each)	\$	2.50
		X-large	\$	2.50
		Color Photocopy rate		
		8.5 x 11 (per side)	\$	1.00
		8.5 x 14 (per side)	\$	2.00
		11 x 17 (each)	\$	4.00
		24 x 36 (each)	\$	18.00
X-large		X-large	\$ sq.	3.00/ ft.
	(b) Labor		wa	urly ge 33%
		(c) Postage	pre rate	evailing e
		(d) Fax per page	\$	.50
		(e) CD of meeting (per CD)	\$	5.00
		(f) DVD of meeting (per DVD)	\$	15.00
		(g) Electronic copies (CD or disk)	\$	5.00
		(h) As builts (per image)	\$	.50
(6) Notary Fee		Fee Set By State		
(7) Candidate Filing Fee	City Charter 4.04		\$	25.00

(8) Photo Fee		Includes 2 photos		16.00 luding tax
(9) Assessing Fees Specia		Special Assessment Searches		
		- One free property identification number (PID) search per Day		
		- if more than one search per Day (per search)	\$	3.00
		Special Assessment Search Report		
		- per PID	\$	15.00
		Creation of New or Special Report		
		- Fees to be based on time and materials to create report		
		- Minimum Fee	\$	25.00
		Review of Comparable Property Records		
		Residential Field Card Report	\$	.25
		- for up to five comparable properties (per copy)		
		Commercial/Industrial/Apartment Field		
(10) Domestic Partnership			\$	30.00
(11) Certified copy of various documents		To certify documents i.e. resolutions, ordinances, minutes, registration forms, etc. on file (per copy)		5.00
(12) Vacant Building Registration Fee	925	Single Family Home or Duplex - Vacant less than one Year	\$	300.00
		Single Family Home or Duplex - Vacant one Year or longer	\$	350.00

Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant less than one Year	\$ 550.00
Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant one Year or longer	\$ 1,050.00
Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant less than one Year	\$ 1,300.00
Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant one year or longer	\$ 2,550.00

# Section 12. - Room and Park Shelter Rental Fees.

Location	Description	Fee Classification	Fee	
Richfield Municipal Center	Bartholomew Room	Civic and non-profit groups and governmental agencies	\$75.00/Hr (2-hour minimum)	
		Resident groups	\$100.00/Hr (2-hour minimum)	
		Non-Resident and other groups	\$500.00/4-hour block	
Richfield Municipal Center	Heredia Room	Civic and non-profit groups and governmental agencies	\$65.00/Hr (2-hour minimum)	
		Resident groups	\$80.00/Hr (2-hour minimum)	
		Non-Resident and other groups	\$400.00/4-hour block	

Richfield Municipal Center	Fred Babcock Room	Civic and non-profit groups and governmental agencies	\$65.00/Hr (2-hour minimum)
		Resident groups	\$80.00/Hr (2-hour minimum)
Richfield Community	Augsburg Room Fireside Room	Non-Profit	\$40.00/Hr
Center	Nicollet Room Ruth Johnson Room	Private	\$57.00/Hr
		Non-Profit	\$69.00/Hr
	Combined Nicollet/Augsburg or Richfield Room	Private	\$95.00/Hr
			\$38.00/booking
	Kitchen	All Renters	Free with combined Nicollet/Augsburg room rental
		Non-Profit	\$40.00/Hr
Wood Lake Nature Center	Auditorium	Private	\$58.00/Hr
Park Buildings (depending on availability)	Augsburg, Christian, Donaldson (East), Jefferson, Madison, Taft, Washington Park Buildings	All Renters	\$29.76/Hr (2hr min)
Park Shelters	Wood Lake Nature Center - Emily Day Pavilion		\$76.26/4-hour block
	Fairwood, Monroe, Augsburg Park Shelters		\$39.06/4-hour block
	Sheridan Park Shelter		\$76.26/4-hour block
	Veterans Park Shelter	<u>Monday – Thursday</u> Day: 4-Hour Block (Includes Tax)	1 Section: \$130.20 2 Sections: \$199.65 3 Sections: \$274.35 1 Section: \$97.65

		Evening: 3-Hour Block	2 Sections: \$158.10
		(Includes Tax)_	3 Sections: \$209.25
		<u>Friday - Sunday</u>	
		Day: 4-Hour Block (Includes Tax)	1 Section: \$130.20 2 Sections: \$204.60 3 Sections: \$274.35
		Evening: 3-Hour Block (Includes Tax)	1 Section: \$102.30 2 Sections: \$162.75 3 Sections: \$213.90
	Premium Baseball Fields	Resident	\$44.00/hr \$260.00/day (first 8 hrs)
	Donaldson, Roosevelt	Non-Resident	\$56.00/hr \$320.00/day (first 8 hrs)
Athletic Fields			
	Premium Softball	Resident	\$25.00/hr \$120.00/day (first 8 hrs)
	Fields Lincoln, Taft	Non-Resident	-,
			\$35.00/hr \$175.00/day (first 8 hrs)
	General Baseball/Softball Fields	Resident	\$18.50/hr \$91.00/day (first 8 hrs)
	All other	Non-Resident	\$35.00/hr \$175.00/day (first 8 hrs)
	Soccer/Football Fields	Resident	\$52.00/hr
	Christian, Donaldson, Taft, Washington	Non-Resident	\$77.00/hr

Broomball/Hocke y Rink	All broomball/hockey rinks	Resident	\$18.00/hr
		Non-Resident	\$26.00/hr
Tennis Courts	All parks	Resident	\$5.00/court/hr
		Non-Resident	\$6.00/court/hr
Open Space	All parks	Resident	\$18.00/hr
		Non-Resident	\$26.00/hr
Athletic Facility Light Use	Softball, Baseball, Soccer, Football, Hockey, Tennis	All renters	\$28.00/hr
Richfield Band Shell	Stage and Equipment	All renters	Stage \$140.00/hr Equipment \$60/booking

Passed by the City Council of the City of Richfield this 14<sup>th</sup> day of September, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

AGENDA SECTION: AGENDA ITEM # OTHER BUSINESS

11.



# STAFF REPORT NO. 140 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/8/2021

# **ITEM FOR COUNCIL CONSIDERATION:**

Consider a resolution approving the 2021 Revised and 2022 Budget for the Affordable Housing Trust Fund.

# **EXECUTIVE SUMMARY:**

On May 26, 2020, the City established an Affordable Housing Trust Fund (Trust Fund) to support the preservation and creation of affordable housing in the City. Through its Trust Fund, the City can support the rehabilitation and preservation of existing affordable housing, promote the development of additional affordable housing, and assist individuals with rental and down payment assistance. The City's Housing and Redevelopment Authority (HRA) administers the Trust Fund on behalf of the City.

The Revised 2021 Trust Fund budget includes funding for the following affordable housing programs:

- \$125,000 in HRA Capital Fund funds and Federal grant revenue for emergency rental assistance, serving households earning up to 50% of the Area Median Income (AMI).
- \$170,000 in Community Development Block Grant (CDBG) funds and HRA levy funds for the HRA's First-time Homebuyer Program, which serves households earning up to 80% of the AMI.
- \$80,000 in CDBG funds for the New Home Program, which serves households earning up to 80% of the AMI.

The proposed 2022 budget for the Trust Fund includes funding for the following affordable housing programs:

- \$110,000 in CDBG funds and HRA levy for the First-time Homebuyer Program.
- \$80,000 in CDBG funds for the New Home Program.

## **RECOMMENDED ACTION:**

By motion: Adopt a resolution approving the 2021 Revised Budget and 2022 Budget for the Affordable Housing Trust Fund.

# **BASIS OF RECOMMENDATION:**

## A. HISTORICAL CONTEXT

- In 2017, the State Legislature approved legislation to allow cities to establish housing trust funds in order to facilitate affordable housing efforts in the State.
- On May 26, 2020, the City Council adopted an ordinance establishing an Affordable Housing Trust Fund.

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

- Minnesota Statutes 462C.16 establishes the authority for cities to create local housing trust funds.
- The City's Comprehensive Plan supports the preservation, maintenance and diversification of the City's housing stock and the provision of housing that meets the diverse needs of all its residents. Ensuring housing stability for its residents and preserving and creating affordable housing furthers these goals.
- The HRA works to implement the Comprehensive Plan by administering a variety of housing programs for people who own their homes and who rent their homes as well as for residents across the income spectrum.

#### C. CRITICAL TIMING ISSUES:

The 2021 Trust Fund budget should be approved before January 1, 2022.

#### D. FINANCIAL IMPACT:

- The proposed 2021 Revised Budget for the Trust Fund is funded from the HRA's Capital Fund, federal Community Development Block Grant funds and the Richfield HRA levy.
- The 2021 Budget included funds from the Economic Development Authority (EDA) for the Kids@Home Program; however, the EDA Attorney has since determined that these funds should be kept separate from the Housing Trust Fund, so that funding has been removed from the 2021 Revised Budget.
- Staff continues to work on finding additional funding sources for the Trust Fund. Special Legislation passed in 2021 allows for the HRA to transfer pooled tax increment to the City's Trust Fund. HRA consultants are in the process of determining how much is available to be transferred and for what uses.

## E. LEGAL CONSIDERATION:

- The Trust Fund is administered by the HRA. The budget is approved by the City Council.
- The Trust Fund can support affordable housing to persons of very low, low and moderate income. All of the proposed programs meet this definition.
- Homeownership programs for moderate income households (up to 120% AMI) must be approved a super majority of the City Council.

## ALTERNATIVE RECOMMENDATION(S):

Decide not to approve the Trust Fund budget.

# PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

## ATTACHMENTS:

#### Description

- Resolution
- Affordable Housing Trust Fund Ordinance
- 2020 Trust Fund Annual Report

Type Resolution Letter Ordinance Backup Material

## RESOLUTION NO.

## RESOLUTION ADOPTING AN AFFORDABLE HOUSING TRUST FUND BUDGET FOR THE YEAR 2021 REVISED AND 2022

**WHEREAS**, authorized by Minnesota State Statutes 462C.16, the City approved by ordinance the creation of an Affordable Housing Trust Fund on May 26, 2020, and

**WHEREAS**, the ordinance requires the City Council to approve an annual budget for the Affordable Housing Trust Fund.

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

- 1. The 2021 Revised Budget for the Affordable Housing Trust Fund is hereby approved and adopted with appropriates as follows:
  - \$125,000 in Housing and Redevelopment Authority (HRA) Capital Fund funds and Federal grant revenue for emergency rental assistance
  - \$170,000 in Community Development Block Grant (CDBG) funds and HRA levy funds for the HRA's First-time Homebuyer Program
  - \$80,000 in CDBG funds for the New Home Program
- 2. The 2022 Budget for the Affordable Housing Trust Fund is hereby approved and adopted with appropriations as follows:
  - \$110,000 in CDBG funds and HRA levy for the First-time Homebuyer Program.
  - \$80,000 in CDBG funds for the New Home Program

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of September, 2021.

ATTEST:

Maria Regan Gonzalez, Mayor

Kari Sinning, City Clerk

## BILL NO. 2020-6 TRANSITORY ORDINANCE NO. 19.14

## AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST FUND

## THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Preamble.

1.01. In order to provide the City of Richfield (the "City") with additional tools to support the rehabilitation and preservation of existing affordable housing within the City, promote the development of additional affordable housing within the City, and assist individuals with rental and down payment assistance, the City has determined to create an Affordable Housing Trust Fund.

Section 2. Definitions.

2.01. *Persons of very low income* means families and individuals whose incomes do not exceed 50 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul- Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

2.02. *Persons of low income* means families and individuals whose incomes do not exceed 80 percent of the area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul- Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

2.03. *Persons of moderate income* means families and individuals whose incomes exceed 80 percent, but do not exceed 120 percent, of area median income, as median income was most recently determined by the United States Department of Housing and Urban development for the Minneapolis-St. Paul-Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

Section 3. Establishing Affordable Housing Trust Fund.

3.01. Pursuant to the authority granted to the City under Minnesota Statutes Section 462C.16, an affordable housing trust fund is established for the following purposes: provide loans and grants to for-profit and non-profit housing developers for the acquisition and capital and soft costs necessary for the creation of new affordable rental and owner-occupied housing, for the rehabilitation and preservation of existing multi-family residential rental housing including naturally occurring affordable housing and rental assistance and homeownership assistance to persons of very low, low, and moderate income.

Section 4. Funding Sources.

4.01. The Affordable Housing Trust Fund shall be funded by an annual budgeted allocation of funds from the Housing and Redevelopment Authority in and for the City of Richfield (HRA) levy and funds from the Richfield Economic Development Authority (EDA) levy, as approved by the City Council. Other sources of funding may include, but are not limited to:

- (a) Private cash donations from individuals and corporations designated for the Affordable Housing Trust Fund.
- (b) Payments in lieu of participation in current or future affordable housing programs.
- (c) Matching funds from a federal or state affordable housing trust fund; or a state program designated to fund an affordable housing trust fund.
- (d) Principal and interest from Affordable Housing Trust Fund Ioan repayments and all other income from Affordable Housing Trust Fund activities.
- (e) The sale of real and personal property.
- (f) Local government appropriations, development fees and other funds as designated from time to time by the City Council.
- (g) Tax Increment Finance (TIF) pooled funds.

Section 5. Purpose of Affordable Housing Trust Fund.

5.01. The City may use money from the Affordable Housing Trust Fund to assist proposed projects or programs to develop or preserve affordable housing for persons of very low, low, and moderate income to include:

- (a) Making loans at interest rates below or at market rates in order to strengthen the financial feasibility of proposed projects;
- (b) Guaranteeing of loans;
- (c) Providing gap financing for affordable housing developments;
- (d) Financing the acquisition, demolition, and disposition of property for affordable housing projects;
- (e) Financing construction of public improvements and utilities to aid proposed affordable residential developments;

- (f) Financing the rehabilitation, remodeling, or new construction of affordable housing;
- (g) Tenant and project based rental assistance;
- (h) Funding for acquisition and rehabilitation in conjunction with or related to affordable housing projects;
- (i) Funding to facilitate affordable homeownership opportunities including down payment assistance, second mortgages, closing costs, etc.;
- (j) Administrative costs associated with affordable housing programs that do not exceed ten percent of the balance fund;
- (k) Interim financing of public costs for affordable housing projects in anticipation of a permanent financing source (i.e. construction financing, bond sale, etc.); and
- (I) Other uses as permitted by law and approved by the City Council.

Section 6. Administration of Affordable Housing Trust Fund.

6.01. The Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the "Authority") shall administer the Affordable Housing Trust Fund on behalf of the City.

6.02 The Authority shall determine the terms and conditions of repayment of loans and grants from the Affordable Housing Trust Fund including the appropriate security and interest, if any, should repayment be required. Interest on loans and grants shall be as established by the Authority from time to time or at the time of approval of a specific project or program.

6.03. The Authority shall report annually to the City on the use of the funds in the Affordable Housing Trust Fund, including the number of loans and grants made, the number and types of residential units assisted, and the number of households for which rental assistance or down payment assistance were provided. The City shall post the annual report on its Website.

6.04. The expenditures of funds from the Affordable Housing Trust Fund to provide assistance for persons of moderate income must be approved by a supermajority of the City Council.

Section 7. Council Action.

7.01. The City Council of the City of Richfield hereby ordains the implementation of the Affordable Housing Trust Fund.

7.02. This Ordinance shall be effective on the 30<sup>th</sup> day following the publication of a summary of this ordinance approved by the City Council of the City of Richfield in the official newspaper of the City of Richfield.

7.03. The summary of this Ordinance was reviewed and approved by the City Council of the City of Richfield and the City Council finds that the summary of this Ordinance clearly informs the public of the intent and effect of this Ordinance.

Section 8. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City Council of the City of Richfield, Minnesota on this 26<sup>th</sup> day of May, 2020.

ia keen J

Maria Regan Gonzalez, Mayor

ATTEST:

hant TO SC

Elizabeth VanHoose, City Clerk

## **AFFIDAVIT OF PUBLICATION**

## STATE OF MINNESOTA ) <sub>ss</sub> COUNTY OF HENNEPIN

Diane Erickson being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

#### SC Bloomington Richfield

with the known office of issue being located in the county of:

#### HENNEPIN

with additional circulation in the counties of: HENNEPIN

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 06/04/2020 and the last insertion being on 06/04/2020.

MORTGAGE FORECLOSURE NOTICES Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: Designated Agent

Subscribed and sworn to or affirmed before me on 06/04/2020 by Diane Erickson.

alongh Notary Public



Rate Information: (1) Lowest classified rate paid by commercial users for comparable space: \$34.45 per column inch

\$54.45 per colum

### Ad ID 1049828

#### CITY OF RICHFIELD SUMMARY PUBLICATION BILL NO. 2020-6 TRANSITORY ORDINANCE NO. 19.14 AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST FUND

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

This ordinance establishes an affordable housing trust fund in order to provide additional tools to support the rehabilitation and preservation of affordable housing, promote the development of additional affordable housing and assist individuals with rental and down payment assistance.

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 Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of May, 2020.

Published in the Sun Current June 4, 2020 1049828

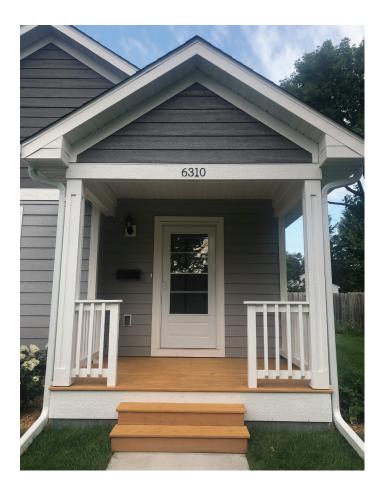
# Richfield Affordable Housing Trust Fund





## Richfield *Affordable Housing Trust Fund* 2020 Annual Report

Richfield strives to provide housing stability for residents at all income levels and stages of life. In 2020, the City of Richfield established an Affordable Housing Trust Fund, dedicating funds to preserve and create affordable housing opportunities in the community for households with lower incomes.



## What is affordable housing?

Affordable housing is defined as housing that costs a person no more than 30% of their income. In 2019, 29% of Richfield residents spent more than 30% of their income on housing (2015-2019 American Community Survey).

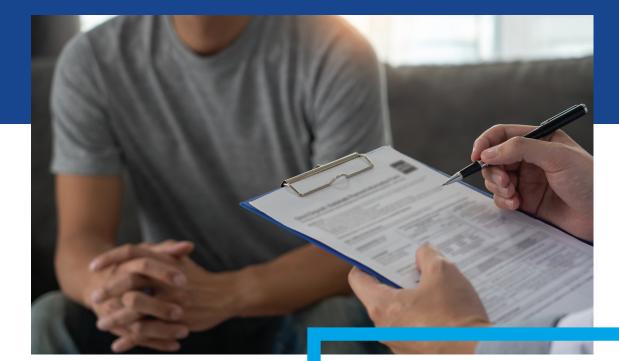
## What is an Affordable Housing Trust Fund?

A Trust Fund is a tool cities can use to rehabilitate and preserve existing affordable housing, develop new affordable housing, and provide rental and down payment assistance.

## For more information:

Contact the Community Development Department at (612) 861-9760 or <u>com\_dev@richfieldmn.gov</u>

# In 2020:





## **Emergency Rental Assistance**

## HOUSEHOLDS SERVED: 86

In 2020, \$125,000 was awarded to Volunteers Enlisted to Assist People (VEAP) to provide emergency rental assistance to residents impacted by the COVID-19 pandemic, achieving housing stability for 86 households.

2020 funding for the Trust Fund was provided through the federal CARES Act.

AGENDA SECTION: AGENDA ITEM # OTHER BUSINESS

12.



## STAFF REPORT NO. 141 CITY COUNCIL MEETING 9/14/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director 9/2/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

Katie Rodriguez, City Manager 9/7/2021

## ITEM FOR COUNCIL CONSIDERATION:

Consider the first reading of an ordinance amending City Code Subsection 1305.13 related to snow removal and snow emergency parking restrictions and schedule a second reading for September 28, 2021.

## **EXECUTIVE SUMMARY:**

## **Background**

Richfield is known for it's excellent snow removal and ongoing upkeep of streets. However, current snow emergency parking restrictions and parking availability may place undue burden on residents in high density areas of the city, which can lead to parking citations and potential towing of vehicles. In an effort to reduce the number of snow emergencies and ticket and tow occurrences, the proposed ordinance amendment will change the threshold at which a snow emergency is automatically in effect from two (2) inches to four (4) inches. This ordinance change is one part of a Winter Parking Pilot Program that will be implemented over the 2021-2022 winter season. The pilot program will be evaluated annually.

## Impact on Service Delivery

Public Works (PW) believes changing the snow emergency threshold from two (2) inches to four (4) inches will have little to no effect on the Department's ability to clear snow in a thorough and timely fashion. This change will have no operational effect on the Department's snow plowing routine because the Department will continue to plow any amount of measurable snow. PW will still encourage residents to remove their cars from the street following any snowfall and expects most residents to voluntarily comply because they are accustomed to the old snow emergency policy. PW does expect to spend more time the day following a snow event cleaning up "snowbirds" with this new threshold, but snowbird and other miscellaneous clean-up is already part of the snow removal routine. Any issues identified with the routine clearing of snow will be noted and reviewed as part of the annual evaluation of the pilot program.

## **RECOMMENDED ACTION:**

By Motion: Approve the first reading of an ordinance amending City Code Subsection 1305.13 related to snow removal and snow emergency parking restrictions and schedule a second reading for September 28, 2021.

## **BASIS OF RECOMMENDATION:**

## A. HISTORICAL CONTEXT

At the August 10, 2021 City Council Work Session, staff received direction from City Council to implement this change to our snow emergency ordinance.

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

- The City Charter requires a first and second reading of ordinances.
- A public hearing is not required unless a separate statute, charter provision or ordinance requires it, which is not the case in this instance.

## C. CRITICAL TIMING ISSUES:

- Approval of the first reading of this ordinance at this meeting will ensure that it is effective in time for the start of the 2021-2022 winter season.
- Following approval of the first read, the second read will tentatively be September 28th, with the amended ordinance becoming effective 30 days following summary publication.

## D. FINANCIAL IMPACT:

- Limited costs are expected as PW converts the snow emergency signage around Richfield to reflect the new four (4) inch policy.
- Fuel costs may grow slightly if PW spends more time cleaning up snowbirds related to a <4" snowfall, but the reality is that snowbirds are commonplace throughout Richfield even if a snow emergency is declared due to noncompliance.

## E. LEGAL CONSIDERATION:

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

## ALTERNATIVE RECOMMENDATION(S):

None

### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

## ATTACHMENTS:

Description

Ordinance

Type Ordinance

## BILL NO. 2021-AN ORDINANCE AMENDING CHAPTER XIII OF THE RICHFIELD CODE OF ORDINANCES PERTAINING TO SNOW REMOVAL AND SNOW EMERGENCY PARKING RESTRICTIONS

## THE CITY OF RICHFIELD DOES ORDAIN:

**Section 1.** Chapter XIII, Section 1305 of the Richfield Code of Ordinances is amended at Subsection 1305.13, subdivision 1, as follows:

1305.13. – Snow removal

Subdivision 1. <u>Snow emergency parking restrictions.</u> After a snowfall of two (2) four (4) inches or more and/or upon the declaration of a snow emergency by the City manager or a designee, no person shall stop, stand, park or leave any vehicle or permit it to stand upon any street or highway. Lawful parking may be resumed on such streets or highways only after the snow has been removed or plowed curb to curb.

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

Adopted by the City of Richfield this 28th day of September, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk